



Ketchum Urban Renewal Agency

P.O. Box 2315 | 191 5th Street | Ketchum, ID 83340

May 19, 2025

Chair and Commissioners
Ketchum Urban Renewal Agency
Ketchum, Idaho

RECOMMENDATION TO APPROVE LICENSE AND USE AGREEMENT 50097 BETWEEN KURA AND CITY OF KETCHUM FOR OPERATION, MAINTENANCE AND ENFORCEMENT OF THE PUBLIC PARKING LOT AT FIRST AND WASHINGTON

Introduction/History

Between 2017-2024, the City operated and maintained the paid public parking lot at First and Washington with the approval of a License and Use Agreement. The city paid KURA \$36,000 annually for use of the parking lot. This payment was in place to share the revenue from the paid parking.

KURA terminated the Agreement in 2024 in anticipation of construction related to the First + Washington workforce housing project. At the direction of KURA, a new License and Use Agreement is proposed between the KURA and City. Instead of the City paying KURA, the proposal is KURA pays the city for the operation, maintenance, and enforcement of the lot.

Proposal

The city has estimated the cost of operation, maintenance, and enforcement of the lot between \$48,000-\$69,000 annually (Attachment A). Section 6 of the proposed Agreement includes the following language:

License Payments. Agency agrees to pay the city an annual Payment not to exceed \$70,000. Payment may occur on a monthly and/or annual basis based on actual expenses submitted to the Agency by the City. Agency shall review and approve City expenses prior to payment. For any Renewal Term commencing on October 1, 2025, the license payment shall be mutually acceptable to the City and Agency. If the City and Agency cannot reach such agreement, this license shall terminate. Any revenues from use of the Property by City shall belong to City during the Term.

The city would submit payment requests to the KURA based on actual expenses. The amount KURA would pay would not exceed \$70,000.

Financial Impact

There are sufficient funds in the FY25 budget to support the proposed costs. Future costs would be budgeted in subsequent years.

Recommendation and Motion

It is recommended the board approve Agreement 50097 and forward the Agreement to the City Council for approval based on the following motion:

"I move to approve License and Use Agreement 50097 between the KURA and city."

Attachments:

A: Estimated City Costs

B: Proposed License and Use Agreement 50097

Attachment A

KURA/City of Ketchum
1st St and Washington Ave Parking Lot Agreement
Annual Cost Estimate
May 15, 2025

1. Labor

- a. $\$55.36 \times 10 \text{ hours/week} \times 52 \text{ weeks} = \sim \$28,800$

2. General Maintenance

- a. Paint Striping, Asphalt Repairs, Signage, Seal Coat, Landscaping, Curb & Sidewalk, Snow Removal
 - i. Labor and Materials = \$7-15,000

3. Utility Upgrades and Cleanup

- a. \$5-10,000

4. Technology – Ongoing Yearly Charges

- a. \$5-10,000 Software/Dashboard/Wayfinding/Availability

5. Communications with the Public

- a. \$2-5,000

GRAND TOTAL = ~\$48,000 - \$69,000

NOTE: We can break up into fixed/variable expenses or agree to baseline amount with additional expenses billed as incurred/ad hoc.

Attachment B

**LICENSE FOR ACCESS AND USE
OF PROPERTY FOR PARKING**

This License Agreement ("Agreement") is entered into between the City of Ketchum, a municipal corporation duly organized and existing under the laws of the State of Idaho § 50-101 et seq. (hereinafter "City") and the Ketchum Urban Renewal Agency, a public body politic and corporate of the State of Idaho, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of the State of Idaho, title 50, chapter 20, Idaho Code, and the Local Economic Development Act, title 50, chapter 29, Idaho Code, with offices located at 480 East Ave. N, Ketchum, ID 83340 (hereinafter "Agency"). City and Agency may be referred to collectively as the "Parties".

WITNESSETH:

A. Agency is the owner of that certain parcel of real property located at 211 E 1st Street, Ketchum, ID 83340, with a legal description of Lots 5, 6, 7, 8 of Block 18, Ketchum Townsite, and depicted on attached **Exhibit A** (the "Property").

B. A public parking lot exists on the Property.

C. The Agency desires to provide the City with a license for the use of the Property to operate and maintain the parking spaces constructed on the Property.

D. Agency finds it in the best interest of the public to grant an-exclusive license to City to accommodate the temporary use of the Property as public parking while the Property is being held for further development for the purposes described herein and subject to the limitations set forth below, because it will promote the development of Ketchum.

NOW, THEREFORE, Agency and City have agreed the City may use the Property for the term and for the uses, and on the terms and conditions hereinafter set forth, and Agency does hereby grant to City, an exclusive license over, upon and across the Property for the purposes, period and uses described below.

In mutual exchange for the promises and covenants made herein, Agency issues an exclusive license to City on the following terms:

1. Definitions.

- a. "Capital Costs of Parking Facility" shall mean the capital costs related to the design, engineering, and construction of the parking facility located on the Property and any parking equipment such as gates, barriers, ticket dispensers on or near the Property to support the use of the Property by cars and light trucks for parking, and repairs and ongoing maintenance, repair or replacement of the parking equipment and Property as may be reasonably necessary.

b. “Term” shall mean collectively the Initial Term and any Renewal Terms.

2. License for Parking Lot and Maintenance. A continuing license is hereby granted by the Agency to the City for installation, maintenance, repair and replacement of a parking lot and Capital Costs of Parking Facility, operation of a public parking lot on the Property, and general maintenance of the Property. This license may be extended to such design professionals and contractors and their agents, employees, subcontractors and consultants as determined by City to facilitate, continue and complete Capital Costs of Parking Facility as it may be necessary from time to time. City and Agency shall mutually agree on responsible party for paying the costs of Capital Costs of Parking Facility.

3. License for Use as Temporary Parking. A license for access to and use of the Property for parking purposes is hereby granted on condition that parking be used for public purposes. This License is personal to City and solely for the benefit of City and its patrons and shall not be deemed to run with the land or in any other way create a perpetual interest in City or any successors of City.

4. Initial Term. This License shall commence upon the signature of all parties (last date signed), and end September 30, 2025.

5. Renewal Terms. The City may, solely at its option, and when and if it duly budgets and appropriates funds therefore from revenues legally available to it for the ensuing fiscal year, renew this License for additional annual Renewal Terms. Each annual renewal of this License (a “Renewal Term”) shall be deemed exercised by the City upon the adoption by September 15 of any year, of a budget of the ensuing fiscal year, duly budgeting and appropriating the amount of money required to operate, enforce, and manage the Property. Within ten (10) days following the adoption of a budget duly budgeting and appropriating said funds of the ensuing year, City shall deliver to the Agency a written statement certifying that it has duly budgeted and appropriated said funds for the ensuing year, which written statement shall be accompanied by a copy of the budget so adopted and a certified copy of the resolution or other official action of the City’s governing body adopting said budget and appropriating said funds. The due appropriation of funds as aforesaid shall constitute a valid and enforceable obligation of the City for the payment of such funds for the purposes provided herein, and shall not be subject to abatement for any cause. Each Renewal Term shall commence on October 1 of the fiscal year following adoption of the budget as provided hereinabove and shall terminate on September 30 of the following calendar year. For any Renewal Term commencing on October 1, 2025, or thereafter, the Agency may, at its discretion, notify the City in writing, no later than June 1, of its decision not to renew the License.

6. License Payments. Agency agrees to pay the City an annual Payment not to exceed \$70,000. Payment may occur on a monthly and/or annual basis based on actual expenses submitted to the Agency by the City. Agency shall review and approve City expenses prior to payment. For any Renewal Term commencing on October 1, 2025, the license payment shall be

mutually acceptable to the City and Agency. If the City and Agency cannot reach such agreement, this license shall terminate. Any revenues from use of the Property by City shall belong to City during the Term.

7. Maintenance. City shall at all times and at its sole expense maintain the Property in a safe, neat, and clean fashion, free of weeds, trash, debris, and snow. City further agrees to keep and maintain all improvements located upon said Property in a good state of repair and as good or better condition as when City entered the Property, ordinary wear and tear excepted.

8. Enforcement. City agrees to diligently enforce all parking regulations applicable to the Property at its sole expense.

9. Insurance. City shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to City's use of the Property. Said insurance shall be written on an occurrence form and shall provide minimum protection of not less than \$2,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. The City shall provide the Agency a Certificate of Insurance verifying insurance coverage.

10. Restoration of Property After Termination. After the Initial Term of this License and any Renewal Terms expire, City shall within 30 days deliver the Property, including any improvements thereon, to Agency in an "as is" condition. City may remove Parking Equipment in its discretion.

11. Signage. The City is solely responsible for placing signage that identifies parking regulations applicable to the Property.

12. Binding Effect. The terms of this License are binding on Agency, its successors and assigns and the City, and its successor and assigns.

13. Interpretation/Severability. If any clause, provisions, subparagraph, or paragraph set forth in this License is illegal, invalid, or unenforceable under present or future applicable laws, it is the intention of Agency and the City that the remainder of this License shall not be affected thereby.

14. Choice of Law. The terms and provisions contained in this License shall be governed and construed in accordance with the laws of the State of Idaho.

15. Attorney's Fees and Costs. In any suit, action or appeal therefrom to enforce, revoke or interpret this License, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees.

16. Complete Agreement. This License embodies the complete agreement between Agency and the City. This License cannot be modified, altered, amended, or terminated except by the written agreement of both Agency and City.

17. Permits. If any proposed reconstruction, relocation or maintenance of the uses contemplated by this License requires City to obtain land use, building, or other permits, City shall first obtain such permit before commencing such work, pay the required fees, and otherwise comply with the conditions set forth therein.

18. Compliance with Law; Waste and Nuisances Prohibited. In connection with the City's use of the Property, the City covenants and agrees to:

- a. Comply with and observe in all respects any and all federal, state and local statutes, ordinances, policies, rules and regulations, including, without limitation, those relating to traffic and pedestrian safety, and/or to the presence, use, generation, release, discharge, storage or disposal in, on or under the Property of any Hazardous materials (defined as any substance or material defined or designated as hazardous or toxic waste, material or substance, or other similar term, by any federal, state, or local environmental statute, regulation or occurrence presently in effect or that may be promulgated in the future);
- b. Obtain any and all permits and approvals required by any other unit of government; and
- c. Commit no waste or allow any nuisance on the Property.
- d. The City covenants and agrees to indemnify and hold Agency harmless from and against any and all claims, demands, damages license, liabilities and expenses (including, without limitation, reasonable attorneys' fees) arising directly or indirectly from or in any way connected with the breach of these covenants.

19. Authority. Agency and the City represent to the other that such party has full power and authority to execute, deliver and perform this License, that the individuals executing this License on behalf of said party have been and are fully empowered and authorized by all requisite action to do so; and this License constitutes a valid and legally binding obligation of said party enforceable against such party in accordance with this License.

20. Effective Date: This Agreement shall be effective as of the date it is signed and executed by Agency.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the _____ day of _____, 2025.

CITY

By: _____
Its: _____
Date: _____

ATTEST:

By: _____
Its: _____

AGENCY

By: _____
Its: _____
Date: _____

ATTEST:

By: _____
Its: _____

Exhibit A

