



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

I approve Lease Agreement 26993 with Ollie Dog LLC for operation of Leroy's Ice Cream stand at Ketchum Town Square.

Reasons for Recommendation:

- The city owns Leroy's Ice Cream stand
- Ollie Dog LLC has operated Leroy's for the past 11 years and is a desirable tenant that benefits the community at large
- Ollie Dog LLC offers summer job opportunities for Wood River Valley students and donates net proceeds to Blaine County School District, The Community School, The Sage School and Pioneer Montessori School
- Ollie Dog LLC enhances the experience of events in Town Square in coordination with the City

Sustainability Impact:

None OR state impact here: NONE

Financial Impact:

None OR Adequate funds exist in account:

Attachments:

1. Lease Agreement 26993

LICENSE FOR ACCESS AND USE OF PROPERTY

AGREEMENT #26993

This License Agreement ("Agreement") is made by and between the City of Ketchum, Idaho, an Idaho municipal corporation, organized and existing under the laws of the State of Idaho ("City"), and Ollie Dog LLC DBA Leroy's Ice Cream ("Licensee").

RECITALS

Whereas, The City's Town Square Park includes a small structure suitable for use in selling certain items, including food for consumption; and

Whereas, Leroy's has been managed by Ollie Dog LLC for the past several years; and

Whereas, Ollie Dog LLC lease expires on December 31, 2025; and

Whereas, the Licensee desires to renew its license for use of the property as an ice cream stand;

NOW, THEREFORE, on the basis of the foregoing recitals, and upon motion duly passed by the Ketchum City Council, and for the consideration set forth herein, the parties agree as follows:

AGREEMENT

1. License for Access and Use of Property. A continuing license is hereby granted by the City for operation of an ice cream stand at the existing structure in Ketchum Town Square.
2. Initial Term. This License shall commence upon the signature of all parties (last date signed), and end December 31, 2026.
3. Renewal Terms. The City, in concurrence with the Licensee, retains the option to renew the term of the lease for an additional year ("lease option"). The City may elect to extend the lease term for up to five additional one-year renewal terms under the lease option. Each Renewal Term shall commence on January 1 and shall terminate on December 31.
4. License Payments. Licensee agrees to annually distribute all net profits from the ice cream stand to local educational institutions.
5. Maintenance. Licensee shall at all times and at its sole expense maintain the stand in a safe, neat, and clean fashion. Licensee further agrees to maintain all improvements located upon said Property in a good state of repair, ordinary wear and tear excepted.
6. Insurance. Licensee shall, at its own expense, maintain all statutorily required insurance and provide evidence of such to City upon request.
7. Termination. The City shall at all times have the ability to terminate this contract with 15 days written notice.

8. Restoration of Property After Termination. After the Initial Term of this License and any Renewal Terms expire, or upon termination pursuant to section 7 of this agreement, licensee shall within 14 days deliver the stand in "as is" condition.
9. 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 City and Licensee that the remainder of this License shall not be affected thereby.
10. 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.
11. 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.
12. Complete Agreement. This License embodies the complete agreement between City and Licensee. This License cannot be modified, altered, amended, or terminated except by the written agreement of both City and Licensee.
13. Authority. City and Licensee 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.
14. Effective Date: This Agreement shall be effective as of the date it is signed and executed by City and Licensee.

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

CITY OF KETCHUM

LICENSEE: OLLIE DOG LLC DBA LEROY'S ICE CREAM

NEIL BRADSHAW, MAYOR

KRISTEN MORTEN

ATTEST

TRENT DONAT, CITY CLERK