

☐ IDAPA RULE                      ☐ IDAPA FEE                      ☒ BOARD ACTION REQUIRED  
☐ BOARD POLICY                      ☐ INFO ONLY, NO ACTION REQUIRED

**AGENDA ITEM**  
**Idaho Park and Recreation Quarterly Meeting**  
**November 8-9, 2023**  
**McCall, ID 83638**

**AGENDA ITEM:** Ashton Visitors Center Update

**ACTION REQUIRED:** Authorization to Purchase the Visitor Center

**PRESENTER:** Heidi Burks – Real Estate Manager

**PRESENTATION**

**BACKGROUND INFORMATION:**

In May 2023, the IDPR Board authorized the Director to sign the Lease Agreement with Option to Purchase the Ashton Visitors Center. The lease agreement was signed and IDPR began operations on July 1, 2023. IDPR has developed a good relationship with the City of Ashton, Ashton Chamber of Commerce, and the local community with the proposed year-round operation of the Visitors Center.

IDPR staff has completed its due diligence, including an environmental phase 1 report, property appraisal, and preliminary title report. Prior to major capital expenses to operate the facility year-round by IDPR, staff is proposing to offer the City the following purchase price:

- Appraisal \$430,000
- Less Due diligence costs: \$7,000 (Appraisal and Environmental)
- Less Capital investment for basic heating upgrades:
  - Roofing and Insulation: \$77,000
  - Heating Systems: \$10,500
- Less Six months of rent: \$3,000 (assuming thru December 2023)
- *Purchase Price:* \$332,500.00

IDPR staff is prepared to offer a purchase price of \$332,500.00 at the Ashton City Council meeting December 13<sup>th</sup>, 2023. City staff have informed IDPR that they intend to use the funds from the sale to improve the City parks.

**STAFF RECOMMENDATIONS:**

Staff recommends the Board authorize staff exercise the option to purchase the Ashton Visitors Center for a purchase price of \$332,500.00.

*Attachments: Signed Lease Agreement with Option to Purchase  
IDPR Board Meeting, May 2023 Meeting Minutes*

# **LEASE AGREEMENT WITH OPTION TO PURCHASE**

## **LEASE AGREEMENT WITH OPTION TO PURCHASE**

**THIS LEASE AGREEMENT WITH OPTION TO PURCHASE** ("Lease Agreement") is entered into and effective upon the date of the last required signature (the "Effective Date"), by and between the **CITY OF ASHTON through the ASHTON CITY COUNCIL** (collectively "City" or "Lessor"), whose mailing address is PO Box 689, Ashton, Idaho 83420-0689, and the **STATE OF IDAHO, IDAHO PARK AND RECREATION BOARD through the IDAHO DEPARTMENT OF PARKS AND RECREATION** (collectively "IDPR" or "Lessee"), whose mailing address is PO Box 83720, Boise, Idaho, 83720-0065, for the leasing of that real property commonly also known as the **ASHTON VISITOR'S CENTER**. Lessor and Lessee are referred to collectively as the "Parties" and individually as a "Party." The use of the phrase "including" throughout this Lease Agreement means "including, but not limited to."

### **AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree on the following terms and conditions:

1. **Leased Premises.** Lessor is the fee owner of that certain real property located at 801 North Highway 20, Ashton, Idaho 83420-0689 (the "Premises"). Lessor does hereby lease and demise to Lessee, and Lessee hereby leases from Lessor the Premises, which is legally described, as follows:

**See "Exhibit A" attached hereto and  
incorporated herein by reference.**

The Premises consists of one parcel containing approximately 3.03 acres of land and an existing approximately 1,387 sq/ft building located in Fremont County, Idaho. The Premises also includes all existing utility and other infrastructure, three covered picnic areas, one full hook-up RV space, parking areas, landscaped area with sprinkler irrigation system, and other existing facilities, fixtures, and improvements **except** the existing RV dump station, which will remain with the City.

2. **Duration of Lease.** The duration of this Lease Agreement is **SIXTY (60)** months beginning on **July 1, 2023** ("Lease Term").
  - A. **Acceptance of Premises.** Lessor will deliver the Premises to Lessee in a good and clean condition. At or prior to delivery of the Premises, Lessor will instruct Lessee on all existing infrastructure in and on the Premises. Lessee may have access to and start utilizing the Premises on May 15, 2023.
  - B. **Option to Renew and Extend Lease Term.** Lessee will have **three (3)** options to renew this Lease Agreement for a period of **five (5) years** per option. Lessee will give written notice to Lessor of its intent to renew this Lease Agreement no later than **ninety (90) days** prior to the end of the Lease Term and any applicable extension period.
3. **Rent Payment.** Lessee will pay Lessor a fixed amount of **\$500.00** per month. The first rent payment will be due on or around **July 1, 2023**, and by the first day of each month until the termination of this Lease Agreement.

- A. No Security Deposit Required. Lessee is not required to pay a security deposit. Any prepayment of rent made by Lessee will be considered and treated as an advance payment of rent only.
  - B. Rent During Extension Period. The rent amount will remain fixed at \$500.00 per month during each extension period.
  - C. Rent Credited to Purchase Price. All rent payments remitted after July 1, 2023, will be credited against Lessee's final purchase price for the Premises, consistent with Section 9 of this Lease Agreement.
  - D. Method of Payment. Lessee will timely remit each rent payment to Lessor at its mailing address stated in this Lease Agreement. Remittance will occur on the date of postmark of the rent payment.
4. Permitted Uses of Premises.
- A. Lessee may use and modify the Premises for all purposes related to the business of IDPR, including establishment and operation of the headquarters for the Ashton-Tetonia Trail State Park, access by the public during Lessee's business hours, installation of educational or interpretive boards, employee housing, or storage of equipment utilized to maintain the Ashton-Tetonia Trail.
  - B. Lessee will have exclusive use and control of the existing full hook-up RV space on the Premises and may utilize the space for IDPR employee housing. Lessee will enter into a written employee housing contract for the utilization of the RV space by any IDPR employee. Lessor may request a copy of such contract(s), from which Lessee will redact any personal and personnel information prior to providing to Lessor.
  - C. Lessee may use its standard temporary concession agreement form to authorize third party concession services on the Premises. No concession agreement may be for a duration longer than the Lease Term or an extension period, or remainder thereof. Lessee will set, collect, and retain rent as agreed in the concession agreement.
5. Utilities, Maintenance and Repairs.
- Lessee agrees that from and after delivery of possession of the Premises to Lessee, and at its own cost and expense, it will maintain, repair, and replace in good leasable condition the building, other structures, and surface of the Premises, including fixtures and equipment.
- A. Utilities. Lessee will transfer all utility accounts into its name and pay all utility bills invoiced for Lessee's uses of the Premises, except for the RV dump station. Lessee may, without prior written consent of Lessor, install necessary internet services and devices to facilitate internet on the Premises. Lessee will not, without prior written consent of Lessor, replace or materially alter existing utility infrastructure.
  - B. Maintenance Services. Except as may arise from the RV dump station and lawn area, Lessor will not be responsible for providing janitorial or other maintenance services on the Premises and will not be responsible for damage caused by or in connection with any maintenance or upgrades received or performed by Lessee.
  - C. Asphalt Parking Area. Lessee will be responsible for all maintenance arising from normal vehicle usage of the paved parking areas, including weed mitigation and keeping the Premises free of garbage and litter.
  - D. Lawn Area. Lessor will continue operations and maintenance of the lawn area of the Premises thru 2023. Lessor will be responsible for all landscaping maintenance, including mowing, weed mitigation, winter preparation, repairs and keeping the Premises free of garbage and litter.

- E. No Waste. Lessee will not commit waste on the Premises, nor will it disfigure or deface any part of the building, grounds, or any other part of the Premises. Lessee may make tenant improvements, as allowed under this Lease Agreement, that do not compromise the integrity of the building. Lessee will ensure that any improvements and repairs will be done in a workmanlike manner and will comply with all applicable codes, ordinances, rules, and regulations.
  - F. Failure to Repair, Maintain, or Service. In the event Lessee fails or refuses to make needed repairs, perform regular maintenance, or to take any other action required pursuant to this Lease Agreement, Lessor may give Lessee at least thirty (30) days' written notice and time to cure and, failing such cure, Lessor will have the right, upon giving Lessee reasonable written notice of Lessor's election to do the work on behalf of and for the account of Lessee. In that event, such work will be paid by Lessee promptly upon receipt of an invoice from Lessor.
  - G. Asbestos and Health Hazards. Lessor agrees to comply promptly with all requirements of any legally constituted public authority made necessary by any unknown or existing health hazard including, hazards which may exist due to the use or suspected use of asbestos or asbestos products in the Premises. The Lessor warrants that it has inspected the premises for health hazards, specifically for the presence of asbestos, and the inspection has not detected asbestos, or if Lessor's inspection has revealed asbestos, then Lessor warrants that it has been removed or been encapsulated in accordance with current law and regulations. In the event that asbestos or another health hazard is discovered on the Premises, Lessor agrees to protect Lessee and its employees and to make immediate corrective action to cure the problem. It is agreed that, in the event Lessee is unable to continue occupancy of the premises due to the presence of asbestos or any other health hazard, or because of any governmental, legislative, judicial, or administrative act, rule, decision or regulation, this Lease Agreement may be terminated by Lessee upon ten (10) business days' written notice to Lessor. Any asbestos abatement costs, and any other repair or renovation costs associated with asbestos or other health hazard, as well as moving costs and consequential damages, will be at the sole expense of Lessor.
  - H. Condition Upon Termination. Upon termination of this Lease Agreement, Lessee will return the Premises in as good of condition as it was accepted and received in, and leave any tenant improvements considered permanent. Lessee will remove all personal property, and may remove all fixtures, including signage prior to returning possession to Lessor, pursuant to Section 9 of this Lease Agreement.
6. Termination.
- A. Except as otherwise provided, Lessee may terminate this Lease Agreement upon ninety (90) days' written notice to Lessor. Such notice will relieve Lessee of liability for any rent payments for periods after the specified date of termination or the actual date of surrender of the Premises, if later.
  - B. Except as provided in Section 10.B, Lessor may terminate this Lease Agreement for cause, and only after providing Lessee written notice of default and at least a thirty (30) day opportunity to cure an asserted event of default.
  - C. This Lease Agreement will terminate automatically upon the closing of Lessee's purchase of the Premises from Lessor.
7. Taxes. The Premises has been and will remain in tax exempt status. Lessee, as an agency of the State of Idaho, is not liable for any taxes related to the Premises.

8. Insurance. Lessee is an executive agency of the State of Idaho and is provided a comprehensive liability plan through the Risk Management Program established under Idaho Code §§ 67-5773 et seq., funded and in effect subject to limitation on liability of the Tort Claims Act, Idaho Code § 6-901 et seq. Lessor is a city or other political subdivision created by or pursuant to statute or other act of the Idaho legislature. Lessor may be self-insured or insured through a pooled or cooperative insurance program for any political subdivision, including through the Idaho Counties Risk Management Program ("ICRMP").
- A. Lessor affirms that it has in place property and casualty insurance and that it will maintain all such policies related to the Premises for the duration of this Lease Agreement.
  - B. Lessor and Lessee will be responsible only for the acts, omissions or negligence of each Party's own employees. The term "employee" is defined for the purposes of this section as set forth in Idaho Code § 6-902.
  - C. Nothing in this Lease Agreement will extend the tort responsibility or liability of either Lessor or Lessee beyond that required by the Idaho Tort Claims Act, Idaho Code §§ 6-901 et seq. Any covered third-party tort liability claim, suit or loss arising from this Lease Agreement will be allocated to one or both Parties by the Division of Risk Management for purposes of the respective loss experienced and subsequent allocation of self-insurance assessments.
  - D. Each Party will be responsible for damage to property of the other Party caused by its employees in the performance of this Lease Agreement. If a property claim or damage is not covered by the Party's self-insurance or other property coverage, the responsible Party will pay the costs arising from such claim or damage to the extent funds are legally available therefore.
  - E. If a claim or damage arises from both Parties' performance of this Lease Agreement, or is not allocable to either Party, each Party will pay the costs arising from the claim or damage as mutually agreed or as may be adjudicated.
  - F. Each Party is obligated to notify the Division of Risk Management and the other Party upon receipt of notice or in the event it has knowledge of any claim or damage arising out of this Lease Agreement.
9. Option to Purchase. The Parties acknowledge the City's intent to sell and IDPR's intent to purchase the Premises from the City. IDPR will have the first right and option to purchase the Premises and any improvements made to the Premises during the Lease Term or any extension period. At any time during the Lease Term or any extension period, IDPR may exercise the right and option to purchase the property by providing sixty (60) days' written notice to the City.
- A. Appropriation of Sufficient Funds. IDPR's acquisition of the Premises is contingent upon appropriation of sufficient funds by the Idaho State Legislature.
  - B. Appraised Purchase Price. The Parties may agree on a purchase price that does not exceed the most recent appraisal of the Premises, which must be completed by an appraiser licensed in Idaho. The purchase price of the property shall not be less than the City's balance of any mortgages or liens on the Premises, if any. The final purchase price may be an amount not to exceed the most recent appraised value, less any rents paid after July 1, 2023, and less IDPR's due diligence and closing costs.
  - C. Appraisal. IDPR agrees to obtain and initially pay for an appraisal of the Premises, a complete and correct copy of which will be given to the City. The appraisal of the Premises must not include any tenant improvements or trade fixtures installed by IDPR at its sole cost and expense. If the City disagrees with the appraisal obtained by IDPR, the City may obtain and pay for a second appraisal by an appraiser licensed in Idaho. If

the City refuses to complete the sale of the Premises at the greater of the lesser appraised values, IDPR may elect from the following: 1) withdraw the notice of option to purchase, and continue as Lessee under the terms of this Lease Agreement; or 2) give notice of termination of this Lease Agreement, consistent with Section 6 of this Lease Agreement, within fifteen (15) business days of the City's notice of refusal.

- D. Separate Conveyance Contracts Required. At the time IDPR exercises the purchase option, a separate purchase and sale agreement will be negotiated, consistent with this Lease Agreement, and signed by the Parties. At closing, title to the Premises will be conveyed by the City by warranty deed and must be marketable, insurable and free from liens, restrictions, encumbrances, assessments and tenancies, except for rights which may be reserved in federal patents, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established of record and acceptable to IDPR. Any other existing liens, mortgages, encumbrances, or defects in title are to be discharged by the City on or before the date of closing and may be paid out of purchase money on the date of closing. Warrantees shall be transferred to IDPR on the date of closing.
- E. RV Dump Station. The area and infrastructure of the Premises containing the RV dump station will be included in IDPR's purchase of the Premises. The Parties may continue the City's management, operation, and maintenance of the dump station through a separate contract.
- F. Lawn Area. The area and infrastructure of the Premises containing the lawn area will be included in IDPR's purchase of the Premises. The Parties may continue the City's management, operation, and maintenance of the lawn area through a separate contract.
- G. Due Diligence. IDPR will only be responsible for facilitation of the following due diligence acts and initially paying related costs of the appraisal; environmental assessment, including septic tank and plumbing inspection; facilities inspection; survey (if needed); and flood certification. It is the intent of the Parties that all due diligence and closing costs initially incurred by IDPR will be deducted from the Purchase Price at closing. Any other due diligence and closing costs, and all costs related to discharge of any existing liens, mortgages, or other such encumbrances will be incurred by the City. If either Party has a real estate broker involved in the transaction, that Party will incur all related costs and fees. If either Party receives legal representation, the Party securing such legal representation shall bear the costs of any resultant legal fees and costs.
- H. Facilities Inspection. IDPR shall inspect, or cause to be inspected by an independent third party, all facilities within the Premises, including all buildings, RV pads and hook-ups, wells, and utilities, to determine the suitability of the facilities for the purposes of IDPR. The expense for such inspections will be initially borne by IDPR. The respective inspections will include inspections of the roofs, plumbing, HVAC, electrical, structural, elevators, site drainage, Americans with Disabilities Act (ADA) compliance, and testing for environmental conditions, such as asbestos, lead, radon and water. A written report of all findings of any inspection(s) must be delivered to IDPR and the City and provided to the appraiser for adjustment of the appraisal. Any legally mandated repairs, remediation, construction or alterations identified in any inspection must be completed by the City prior to closing at its sole cost unless otherwise agreed in writing by the Parties. Action to be taken on any other repairs, remediation, construction or alterations identified in the inspection will be subject to negotiation between the Parties. IDPR retains the option, subject to the foregoing requirement of a written report, to agree to forego any such repair, remediation, alteration or construction, and in such event, IDPR will have the right to instruct the appraiser to adjust the fair market value of the Premises accordingly. In the event IDPR does not agree to forego a particular repair,

remediation, alteration or construction identified by an inspection, including any legally mandated repairs, remediation, construction or alteration, IDPR's sole remedy, if the City will not perform any such repair, remediation, alteration or construction, shall be to terminate the acquisition of the Premises.

- I. Environmental Site Assessment. IDPR will conduct, or cause to be conducted a level one environmental site assessment of the Premises.
  - i. IDPR will initially be responsible for the costs of the environmental site assessment for the Premises. IDPR will provide the City a copy of the environmental site assessment report. The City must give IDPR notice in writing of the full nature and extent of any and all hazardous substances known to the City to exist on the Premises which are not fully and completely disclosed by that report, or will state that the full nature and extent of all such hazardous substances known to the City are fully and completely disclosed in the report. If the City fails to deliver such notice or statement, the City will be deemed to have represented to IDPR that the environmental site assessment report discloses the full nature and extent of all hazardous substances known to the City to exist on the Premises.
  - ii. Removal Notice, Removal and Remediation. Upon receipt of an environmental site assessment report identifying any environmental hazard, IDPR will have twenty (20) business days to either: 1) withdraw the notice of option to purchase and continue as Lessee; or 2) provide written notice to the City identifying the hazardous substances which must be removed or remediated prior to closing. If the City does not wish to remove such substance and remedy any corresponding contamination, IDPR may: 1) remove or remediate the environmental hazard(s) at its sole cost and responsibility; 2) withdraw the notice of option to purchase and continue as Lessee under the terms of this Lease Agreement; or 3) give notice of termination of this Lease Agreement, consistent with Section 6 of this Lease Agreement, within fifteen (15) business days of the City's notice of refusal. Each Party will remain responsible for payment of costs incurred related to due diligence.
  - iii. Definitions. The term "hazardous substance" will have the meaning as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 6901, et seq., as amended, including "hazardous waste," as defined in 42 U.S.C. § 6903, "petroleum," as defined in 42 U.S.C. § 6991, and "underground storage tanks," as defined in 42 U.S.C. § 6991.
- J. Preliminary Title Report. The City must provide to IDPR within twenty-one (21) working days from the date of IDPR's notice of option to purchase, a preliminary title report for the Premises from a title company acceptable to IDPR doing title business in Fremont County, the county in which the Premises is located. The City will be responsible for the cost of providing the said preliminary title report. The City must disclose to IDPR any known unrecorded liens, encumbrances and any known potential liens and encumbrances to which the Premises may be subject. IDPR will have twenty (20) business days following delivery of the preliminary title report to note any unacceptable exceptions set out in the report and communicate those exceptions in writing to the City. Thereafter, the City will have a period of twenty (20) business days from IDPR's communication of unacceptable exceptions to make arrangements for removal of each such exception at or before closing.
- K. Survival of Warranties. The provisions, covenants, representations and warranties will not merge in the deed of conveyance but will survive closing.

- L. Approval by Park Board. Prior to closing, IDPR must obtain approval by the Idaho Park and Recreation Board to acquire the Premises.

10. Damage or Destruction to Premises.

- A. Damage or Destruction Renders Premises Unfit for Occupancy. If, during the term of this Lease Agreement, the Premises, or any portion of it is destroyed or damaged by fire, water, wind, or any other cause not the fault of Lessee, so as to render the Premises unfit for occupancy by Lessee, this Lease Agreement will be automatically terminated and at an end. Lessee will immediately surrender the Premises to Lessor and must pay rent only to the time of such surrender.
- B. Some Portion Unfit for Occupancy.
- i. Notwithstanding any other provision of this Lease Agreement, if less than fifty percent (50%) of the Premises is destroyed or damaged, and if that portion of the Premises may be restored within ninety (90) business days to as good of condition as originally received, Lessee may elect to continue this Lease Agreement and Lessor will have the option to restore the Premises. Lessee must give written notice of its intention to continue this Lease Agreement within thirty (30) business days after such damage or destruction occurs. If Lessor does not elect to restore the Premises, Lessor shall provide the Lessee with written notice of that fact and this Lease Agreement shall automatically terminate effective as of the date of destruction or damage.
  - ii. If Lessor elects to restore or rebuild pursuant to the option provided in paragraph 10.B.i, the rents otherwise due Lessor by Lessee will be abated equal to the monthly cost per square foot of the unoccupied portion of the Premises for that period of time during which restoration or rebuilding of the Premises occurs. If Lessee is unable to occupy all or part of the Premises during the restoration then, Lessee will not remit rent payment until occupancy reoccurs. If such restoration or rebuilding exceeds ninety (90) business days beyond the date of destruction or damage to the Premises, Lessee may terminate this Lease Agreement without liability of any kind save payment for actual occupancy of the premises prior to termination.
- C. Prepaid Rent. In the event this Lease Agreement is terminated as the result of damage or destruction to the Premises during the Lease Term or any extension period, for which Lessee has prepaid rent, Lessor must, within ten (10) business days from the date of notification of termination by Lessee, refund the full amount of any prepaid rent not then applied to a period of the Lessee's actual occupancy of the Premises. In the event that Lessor does not timely remit the full amount of any prepaid rent, Lessee will be entitled to collect the full amount of its prepaid rent from any insurance proceeds in the manner set forth in this Lease Agreement.
11. Other Events of Default. In the event Lessor defaults in the performance of any material term, covenant, or condition of this Lease Agreement, Lessee may provide written notice of said default, specifying the alleged default, and the noting that Lessor has fifteen (15) business days to cure. At the termination of this Lease Agreement, for any reason, should Lessee be in default as a result of surrendering occupancy of the Premises in some manner violative of this Lease Agreement, Lessor may reenter the Premises without affecting its right of recovery of accrued rent; provided, however, Lessor must exercise due diligence to mitigate any and all future losses of rent or damages that may result due to failure of the Lessee to occupy the Premises.

12. Sufficient Appropriation by Legislature Required. It is understood and agreed that Lessee is a governmental entity, and this Lease Agreement will in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State legislature as may exist from time to time. Lessee reserves the right to terminate this Lease Agreement if, in its judgment, the legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for Lessee to continue such rent payments. All future rights and liabilities of the Parties will cease within ten (10) calendar days after the notice to Lessor. It is understood and agreed that the rent payments provided for in this Lease Agreement will be paid from State legislative appropriations.
13. Officials, Agents, and Employees of Parties Not Personally Liable. In no event will any official, officer, employee, volunteer, or agent of IDPR or the City be in any way liable or responsible for any covenant or agreement contained in this Lease Agreement, whether express or implied, nor for any statement, representation or warranty made in or in any way connected with this Lease Agreement or the Premises. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of Lessee or Lessor will have any personal liability or responsibility under this Lease Agreement, and all of the provisions and covenants contained in this Lease Agreement shall rest in and be vested with IDPR and the City.
14. Relationship of Parties. Nothing in this Lease Agreement will be construed as creating any relationship between the Parties other than that of landlord and tenant; nothing contained in this Lease Agreement will be construed to create any other relationship between the Parties, including employer-employee, principal-agent, master-servant, partnership or joint venture.
15. Notices. Notices required or contemplated under this Lease Agreement must be in writing. Notices will be deemed given and delivered when hand-delivered; deposited in the United States Mail, and mailed by regular or certified mail, postage repaid, and correctly addressed to the other Party. Notices must be mailed to the following respective addresses, or such other addresses as a Party may, by notice to the other Party, designate. Any such notice may, in the alternative, be sent by electronic transmission to a below-designated facsimile number or email address, or to such other facsimile number or email address as may, by notice, be designated. If any type of "undeliverable" message is received by the Party transmitting an email, delivery shall be presumed to not have occurred. If a Party shows that the person assigned to an email address was no longer employed by the Party at the time of transmittal, delivery shall be presumed to not have occurred. Notices shall be sent, as follows:

Lessor  
City of Ashton  
c/o Cathy Stegelmeier, City Clerk  
PO Box 689  
Ashton, Idaho 83420-0689  
cityclerk@ashtonid.gov

Lessee

Idaho Department of Parks and Recreation  
c/o Susan E. Buxton, Director  
PO Box 83720  
Boise, Idaho 83720-0065  
Susan.buxton@idpr.idaho.gov

16. Assignment. The terms of this Lease Agreement will apply to any successor or assign of either Lessor or Lessee in like manner as to the original Parties. If Lessor assigns its interest in this Lease Agreement pursuant to a sale or other conveyance of the Premises (except a conveyance as contemplated by Section 9) to a person or entity expressly assuming Lessor's obligations under this Lease Agreement, Lessee may continue under this Lease Agreement and would recognize the new owner as the lessor. This paragraph shall not in any way act as a release of any claim by Lessee as against the original Lessor nor shall it act as a waiver of any default under this Lease Agreement existing at the time of such sale or conveyance and assignment to the extent that any such default continues and remains uncured after such sale and assignment.
17. No Waiver. The failure of Lessor or Lessee to insist upon strict performance of any of the covenants and agreements of this Lease Agreement or to exercise any option contained in this Lease Agreement will not be construed as a waiver or relinquishment of any such covenant or agreement, but the same will be and will remain in full force and effect unless such waiver is evidenced by the prior written consent of authorized representatives of the Lessor and Lessee.
18. Modification. This Lease Agreement may be modified only by the prior written consent of authorized representatives of the Lessor and Lessee.
19. Authority. The Parties each represent and warrant that they possess full and complete authority to covenant and agree as provided in this Lease Agreement. The signatories for IDPR and the City respectively represent and warrant that such signatory possesses the authority to covenant and agree as provided in this Lease Agreement, whether by resolution of a governing board or council.
20. Material Representations. The Parties agree and acknowledge that the representations and acknowledgements made in this Lease Agreement are material and the Parties have relied upon them in entering into this Lease Agreement.
21. Severability. If any provision of this Lease Agreement is held by the courts to be illegal or in conflict with any existing law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be continued and enforced as if the invalid term or provision were not contained in this Lease Agreement.
22. Lessor's Right to Lease. The Lessor warrants that it lawfully possessed of the premises and has good, right and lawful authority to enter into this Lease Agreement and that the Lessor will put Lessee into actual possession of the Premises at the commencement of the Lease Term and will ensure to Lessee the sole, peaceful, and uninterrupted use an occupancy of the premises during the Lease Term and any extension period.

23. Complete Statement of Terms. This Lease Agreement contains the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements. The execution of this Lease Agreement has not been induced by either Party, or any agent of either Party, by representations, promises, or undertakings not expressed herein and, further, there are no collateral agreements, stipulations, covenants, inducements, or undertakings whatsoever between the respective Parties, except those expressly contained in this Lease Agreement.
24. Counterparts. This Lease Agreement may be executed in any number of counterparts for the convenience of the Parties, all of which, when taken together and after execution by all Parties hereto, shall constitute one and the same agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Lessee has executed this Lease Agreement with Option to Purchase as set forth below.

**LESSEE: STATE OF IDAHO,  
DEPARTMENT OF PARKS AND  
RECREATION**

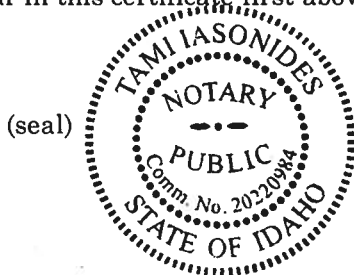
*Susan E. Buxton*

**Susan E. Buxton, Director**

STATE OF IDAHO     )  
                                  )ss.  
County of Ada        )

On this 5<sup>th</sup> day of May, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared SUSAN E. BUXTON, as the Director of the Idaho Department of Parks and Recreation, that executed the foregoing instrument, and acknowledged to me that she executed the same as said Director, and that the STATE OF IDAHO, DEPARTMENT OF PARKS AND RECREATION has executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year in this certificate first above written.



*Tami Iasonides*

Notary Public

Residing at Boise, ID

Commission Expires: 02/18/2028

IN WITNESS WHEREOF, Lessor has executed this Lease Agreement with Option to Purchase as set forth below.

LESSOR: CITY OF ASHTON,

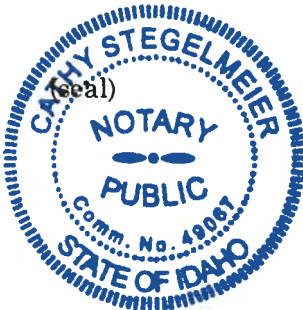


Tom Mattingly, Mayor

STATE OF IDAHO     )  
                                      ) ss.  
County of Fremont    )

On this 10<sup>th</sup> day of May, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared TOM MATTINGLY, as the Mayor of the City of Ashton, that executed the foregoing instrument, and acknowledged to me that he executed the same as said Mayor, and that the CITY OF ASHTON has executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year in this certificate first above written.



Notary Public

Residing at Ashton, Idaho

My Commission Expires: 1-22-2025

**EXHIBIT A**  
**THE PREMISES**  
**LOCATED AT**  
**801 NORTH HIGHWAY 20**  
**ASHTON, IDAHO 83420-0689**

The following description is for a parcel of property lying immediately North of and adjacent to the present North City Limit of the City of Ashton and immediately East of and adjacent to the East right-of-way line of U.S. Highway 20, being a portion of the SW1/4 of the NW1/4, Section 25, T9N, R42EBM:

Beginning at a point on the North line of Lot H of the original Township Plat of the City of Ashton where said North line of Lot H intersects the East right-of-way line of U.S. Highway 20, and running thence in a Northerly direction along the East right-of-way line of U.S. Highway 20, N09°52'36"E 88.19 feet; thence N00°05'00"E, 263.1 feet; thence East 375.00 feet; thence South 349.98 feet to the North line of Lot H; thence West along the North line of Lot H (present city limits) 390.51 feet to the point of beginning.

Consisting of 3.03 acres, more or less.

## **MAY 2023 IDPR BOARD MEETING MINUTES**

**IDAHO DEPARTMENT OF PARKS & RECREATION**

*"To improve the quality of life in Idaho through outdoor recreation and resource stewardship"*

**Quarterly Board Meeting**

**May 3-4, 2023**

**Living Waters Ranch**

**3599 Garden Creek Rd**

**Challis, ID 83226**

**Zoom Meeting Link:**

<https://us02web.zoom.us/j/89019530225?pwd=TTY3U0F4cnYybEVYU1BNcFBZZWc0dz09>

**Meeting ID: 890 1953 0225**

**Passcode: 351514**

**MINUTES**

**Wednesday, May 3, 2023**

CHALLIS HOT SPRINGS REDEDICATION, LUNCH AND TOUR OF BAYHORSE AND LAND OF THE YANKEE FORK VISITOR CENTER

MEETING ADJOURNED AT APPROXIMATELY 4:00 PM MAY 3, 2023, AFTER THE TOUR. NO BUSINESS NOR DELIBERATION ON ANY PENDING MATTER OCCURRED DURING THE CEREMONY OR TOUR.

**Thursday, May 4, 2023**

Call to Order - Chairman Beckley called the meeting to order and requested a roll call.

- Chairman Beckley - Present
- Board Member Cooke - Present
- Board Member Fatkin - Present
- Board Member Manning - Absent
- Board Member Roach - Present
- Board Member Roady - Present

Also present during all or portions of the meeting either in person or on the phone were the following individuals:

Susan Buxton, Director  
Troy Elmore, Operations Division Administrator  
Adam Zaragoza, Management Services Administrator  
Melanie Schuster, Interim Bureau Chief/Sr. Project Manager  
Kathy Muir, Grant Manager  
Tami Iasonides, Management Assistant  
Craig Quintana, Public Information Officer  
Debbie Hoopes, Human Resources Officer  
Joy Vega, Deputy Attorney General  
Erik Ryan, Design Professional  
Keith Jones, Natural Resources Manager  
Theresa Perry, South Region Bureau Chief  
Seth Hobbs, Registration & Reservation Program Manager  
Steve Martin, Financial Officer

John Seely, Park Manager  
Wallace Keck, Region Bureau Chief  
Shelly Smith  
Alyssa Alves, Administrative Assistant  
Chris Zajchowski, Assistant Professor/Parks, Tourism, and Recreation Ecology U of I  
Kellie Joyce, Grants/Contracts Officer  
Sandra Mitchell  
Kent Bateman  
Krissy Veseth, Division of Financial Management  
Lisa Herriot, Division of Financial Management  
Paxti Larrocea-Phillips, Idaho Cattle Association

### **Welcome and Introductions / Chairman Beckley and Director Buxton**

Chairman Beckley and Director Buxton welcomed everyone to the meeting and thanked staff and the Hammond Family for all the hard work that went into the Challis Hot Springs Rededication and also thanked Living Waters Ranch for their accommodations and hospitality.

### **Additions or Deletions to the Printed Agenda**

The Chairman asked if there were any additions or deletions to the printed agenda. Director Buxton suggested that for the sake of time, we move the program reports to a June meeting in order to allow Managers to go over them with the Board and answer any questions they may have. The Director reminded the Board that the reports are already in the Board book they received and available online.

### **Consent Agenda**

Approval of Minutes February 8, 2023, March 13, 2023, and April 6, 2023

**Mr. Fatkin moved to approve the minutes as written with the addition of the location of the new Park Manager (Harriman) in the April 6, 2023 minutes. Motion was seconded by Mr. Roach. The Chairman asked for further discussion, hearing none, the Chairman called for a vote on the motion. Motion carried unanimously.**

### **Director's Report & Legislative Update**

Director Buxton reported on the following topics:

- **2023 Legislative Session**  
IDPR had several legislative matters this session. Our Legislative bills were passed after a successful session. Many thanks to the Governor's office, Legislators, stakeholder friends, the Board and IDPR Staff. Bear Lake and surplus funds bill signings with the Governor took place in April.
- **Travel and Field Visits**
  - Director Buxton attended RMSPEC with staff in Newport, OR, April 17-21, 2023.
  - Took Division of Human Resources staff to tour Bruneau Dunes State Park, Thousand Springs State Park and Ritter Island on April 14, 2023.
- **Leases**
  - Currently working with the Idaho Department of Lands on leases and will provide more detailed information in the June meeting. Working on how to monetize recreation on Endowment Lands, especially these located in close proximity to Idaho State Parks where the public is already accessing & recreating.

### **Grant Approvals - Kathy Muir**

Ms. Muir provided an overview of the Grant program and requested approval on the following grant applications:

- Recreation Vehicle Fund

**Mr. Roady moved to approve the priority ranking list which will be used to fund projects in the ranked order for any project scoring above 50. Motion was seconded by Mr. Roach. Motion carried unanimously.**

- Waterways Improvement Fund

**Mr. Fatkin moved to approve the Waterways Improvement Fund grant application as written. Motion was seconded by Mr. Roady. The Chairman asked for further discussion, hearing none, the Chairman called for a vote on the motion. Motion carried unanimously.**

- Cutthroat Plate Fund

**Mr. Roady moved to not approve the project on the list as we will fund in RTP. Motion was seconded by Mr. Roach. The Chairman asked for further discussion, hearing none, the Chairman called for a vote on the motion. Motion carried unanimously.**

- Off-Road Motor Vehicle Fund

**Mr. Roach moved to approve the Off-Road Motor Vehicle Fund priority-ranking list, which will be used to fund projects in the ranked order. Motion was seconded by Mr. Fatkin. The Chairman asked for further discussion, hearing none, the Chairman called for a vote on the motion. Motion carried unanimously.**

- Recreational Trails Program

**Mr. Cooke moved to approve the Recreation Trails Program priority-ranking list, which will be used to fund projects in the ranked order. Motion was seconded by Mr. Roady. The Chairman asked for further discussion, hearing none, the Chairman called for a vote on the motion. Motion carried unanimously.**

- Mountain Bike Plate Fund

**Mr. Fatkin moved to approve the Mountain Bike Plate Fund grant application as written. Motion was seconded by Mr. Roady. The Chairman asked for further discussion, hearing none, the Chairman called for a vote on the motion. Motion carried unanimously.**

- Recreational Road & Bridge Fund

**Mr. Cooke moved to approve the Recreational Road & Bridge Fund grant application as written. Motion was seconded by Mr. Roach. The Chairman asked for further discussion, hearing none, the Chairman called for a vote on the motion. Motion carried unanimously.**

- Land & Water Conservation Fund

**Mr. Cooke moved to approve the Land & Water Conservation Fund priority-ranking list with the committee recommendation to pass over the City of Pocatello's Centennial Park proposal. Motion was seconded by Mr. Fatkin. The Chairman asked for further discussion, hearing none, the Chairman called for a vote on the motion. Motion carried unanimously.**

**FY 2025 Draft Budget - Steve Martin – Information Only**

Mr. Martin provided information on the FY 2025 budget. Chairman Beckley suggested that the budget overview and discussion be tabled for now and asked Mr. Martin to provide fund-specific details of the budget in the June meeting. In June there will be a discussion to prepare for August budget approval. Mr. Martin offered to meet with Board members on an individual basis in order to provide them with all the information they need in order to make the best decision for IDPR.

**CIP Priority Discussion - Adam Zaragoza, Melanie Schuster – Information Only**

Mr. Zaragoza provided a brief background on CIP prioritization and stated that it is an all-agency effort. Ms. Schuster provided a list of priorities and the logic behind the list. Ms. Schuster met with all Park Managers to discuss their deferred maintenance needs and requested their first priorities and must haves. Projects have been packaged in order to make it easier for contractors to manage. Ms. Schuster also provided an update on the recent bid for Eagle Island State Park's campground. The contractors are anxious to start on the project as soon as possible.

**Ashton-Tetonia Trail Visitor Center - Adam Zaragoza – Action Item**

Mr. Zaragoza provided background on the Ashton-Tetonia Trail Visitor Center, Lease Agreement and asked the Board to authorize the Director to sign a Lease Agreement with the option to purchase. Mr. Zaragoza made it known that the lease agreement does not obligate us to purchase, only allowing that option for a future Board decision.

**Mr. Roach moved to authorize the Director to sign the Lease Agreement with Option to Purchase for the Ashton Visitor Center, and to authorize staff to continue due diligence on the possible purchase of the real property, including incurring certain related costs. Motion was seconded by Mr. Roady. The Chairman called for a roll call vote on the motion.**

- Chairman Beckley - Yes
- Board Member Cooke - Yes
- Board Member Fatkin - Yes
- Board Member Roach - Yes
- Board Member Roady - Yes

Motion carried.

**Quitclaim Deed from Idaho State Building Authority/Billingsley Creek - Adam Zaragoza – Action Item**

Mr. Zaragoza provided background information on the Quitclaim Deed regarding the Billingsley Creek Unit of Thousand Springs State Park and recommended that the Board accept the property upon receipt of a signed quitclaim deed.

**Mr. Roach moved to accept the property upon a signed quitclaim deed acceptable to IDPR. Motion was seconded by Mr. Roady. The Chairman called for a roll call vote on the motion.**

- Chairman Beckley - Yes
- Board Member Cooke - Yes
- Board Member Fatkin - Yes
- Board Member Roach - Yes
- Board Member Roady - Yes

Motion carried.

#### **Policy 8030 and 7080 Revisions - Adam Zaragoza – Action Item**

Mr. Zaragoza provided information on the revisions to Policies 8030 (Park Naming Conventions) and 7080 (Sponsorship Approvals) and requested approval of the revisions.

**Mr. Cooke moved to approve the revisions to policy 8030 and 7080 as presented. Motion was seconded by Mr. Fatkin. The Chairman asked for further discussion, hearing none, the Chairman called for a vote on the motion. Motion carried unanimously.**

#### **Park/Challis Hot Springs Naming - Director Buxton – Action Item**

Director Buxton recommended that the Board name Challis Hot Springs as a unit of Land of the Yankee Fork State Park.

**Mr. Fatkin moved to name Challis Hot Springs as a unit of Land of the Yankee Fork State Park. Motion was seconded by Mr. Roach. The Chairman asked for further discussion, hearing none, the Chairman called for a vote on the motion. Motion carried unanimously.**

#### **Alcohol Ban-McCall - Troy Elmore**

Mr. Elmore provided background information on the interim park rule prohibiting alcohol during the July 4<sup>th</sup> holiday. IDPR will continue the interim rule for 2023, 2024 or 2025 – if determined an appropriate action by the Ponderosa Park Manager to protect the public safety, use and enjoyment of the lands administered within the Park. Each year the interim rule is applied, it will be posted for public view at least thirty days before the Fourth of July holiday.

#### **Tamarack Alcohol TCE - Troy Elmore**

Mr. Elmore provided information on the waterfront concession agreement with Tamarack Resort regarding alcohol sales.

**Mr. Roach moved to approve the sale of liquor, beer, or other alcoholic beverages, subject to the special terms and conditions listed below and included in Attachment C of the Concession Agreement with Tamarack Resort. These sales would be limited from the concessionaire's food truck based within the Poison Creek Unit of Lake Cascade State Park. Special contract provisions will be:**

**(a) Concessionaire must have a valid alcohol beverage license issued by the Idaho State Police that allows the handling and sale of alcohol on the premises, as dictated by the license. Concessionaire and its employees must comply with all state and local laws, rules, and ordinances regarding the handling and sale of alcohol.**

**(b) The sale of beverages containing more than fourteen percent (14%) alcohol is prohibited.**

**(c) The sale of any beverage in a glass container is prohibited.**

**(d) Other than discreet signage on the premises, Concessionaire shall not advertise the sale of alcoholic beverage without the prior written approval of IDPR.**

**(e) IDPR reserves the right to impose reasonable Park regulations on the sale or consumption of alcohol not in conflict with the rules administered by the Alcohol Beverage Control Division of Idaho State Police.**

**(f) The sale of alcoholic beverages may be terminated at any time by IDPR if it determines that such sale creates management problems or negatively impacts the park visitor experience.**

**Motion was seconded by Mr. Fatkin. The Chairman called for a roll call vote on the motion.**

- Chairman Beckley - Yes
- Board Member Cooke - Yes
- Board Member Fatkin - Yes
- Board Member Roach - Yes
- Board Member Roady - Yes

Motion carried.

### **Program Reports**

Chairman Beckley noted that program report presentations will be heard in a June 2023 Special Board meeting.

### **Old/New Business**

#### **New Business**

- Chairman Beckley requested volunteers to make up a subcommittee for the Eagle Island Concession Agreement renewal. Mr. Roach volunteered. Mr. Roach and Chairman Beckley will work together on the renewal and report back to the Board.
- Director Buxton is working with other agencies on access and capacity for outdoor recreation and hopes to have some information to present to the Board in June.
- Mr. Roady was informed by Commissioners that there had been a complaint by landowners regarding the Idaho Centennial Trail and their inability to locate the trail. Mr. Roady requested a map and information so that he can get back with the Commissioners to help address the complaints.

### **Public Comment**

- Patxi Larrocea-Phillips from the Idaho Cattle Association thanked the Board for the opportunity to participate in the meeting and offered to provide candidates for the multi-agency working group authorized by S1196, the IDPR's supplemental funding bill. Director Buxton thanked the association for the work in support of the bill and the department's operating budget.

### **Executive Session**

**Mr. Roady moved that the Board convene in executive session pursuant to Idaho Code § 74-206(1)(b), (c), and (f) to, respectively, evaluate a public officer, to discuss the acquisition of real property not**

owned by a public agency, and to communicate with legal counsel for the public agency to discuss the legal ramifications or legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. Motion was seconded by Mr. Roach. The Chairman called for a roll call vote on the motion.

- Chairman Beckley - Yes
- Board Member Cooke - Yes
- Board Member Fatkin - Yes
- Board Member Roach - Yes
- Board Member Roady - Yes

Motion carried, and the Board commenced the executive session at 11:29 AM.

The Board resolved out of Executive Session at 1:10 PM. No decisions were made.

#### **Action Items from Executive Session**

**Mr. Roach moved to authorize Director Buxton, Joy Vega, and Adam Zaragoza to enforce the terms of the construction contract for Billingsley Creek campground. Motion was seconded by Mr. Roady. The Chairman asked for further discussion, hearing none, the Chairman called for a roll call vote on the motion.**

- Chairman Beckley - Yes
- Board Member Cooke - Yes
- Board Member Fatkin - Yes
- Board Member Roach - Yes
- Board Member Roady - Yes

Motion carried.

The meeting was adjourned at approximately 1:15 PM.



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Chairman Brian Beckley  
Idaho Park and Recreation Board



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Susan E. Buxton, Director  
Idaho Department of Parks and Recreation