



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	May 25, 2024	Staff Member/Dept:	Abby Rivin, Senior Planner Planning and Building Department
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Agenda Item:	Recommendation to Approve Amended Right-of-Way Encroachment Agreement 22837A for the 380 N 1st Avenue Mixed-Use Building.
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Recommended Motion:

I move to authorize the Mayor to sign Amended Right-of-Way Encroachment Agreement 22837A with Corey Street Mass LLC.
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Reasons for Recommendation:

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| <ul style="list-style-type: none"> Following City Council’s review and approval of the 380 N 1st Avenue Right-of-Way Encroachment 22837 on March 27, 2023, the applicant requested revisions to the agreement language. The changes proposed by the applicant include minor clarifications to the agreement language and extending the timeframes that the property owner must remove or repair the improvements in the right-of-way upon notice from 48 hours to 10 business days or a timeframe as otherwise agreed upon by the parties. |
| <ul style="list-style-type: none"> The applicant’s proposed changes to the Right-of-Way Encroachment Agreement language have been reviewed by the City Attorney, City Engineer, Streets Department, and Planning Department. The City Attorney, City Engineer, Streets Department, and Planning Department have no concerns with the changes reflected in the attached Amended Right-of-Way Encroachment Agreement 22837A. |
| <ul style="list-style-type: none"> The project requires a Right-of-Way Encroachment Permit for the snowmelt system and pavers proposed for the new sidewalks and bulb out along 1st Avenue and 4th Street. The encroachments proposed for the 380 N 1st Avenue Mixed-Use Building comply with all standards for permanent right-of-way encroachments specified in Ketchum Municipal Code §12.12.060. |

Policy Analysis and Background (non-consent items only):

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Sustainability Impact:

None OR state impact here: The proposed snowmelt system for the right-of-way improvements associated with the 380 N 1 st Avenue Mixed-Use Building project meets the City’s energy code and installation requirements for commercial projects.

Financial Impact:

None OR Adequate funds exist in account:	There is no financial requirement from the city for this action.
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Attachments:

- | |
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| 1. Amended Right-of-Way Encroachment Agreement 22837A |
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WHEN RECORDED, PLEASE RETURN TO:

**OFFICE OF THE CITY CLERK
CITY OF KETCHUM
POST OFFICE BOX 2315
KETCHUM, IDAHO 83340**

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 22837A

THIS AGREEMENT, made and entered into this ____ day of _____, 2024, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho 83340, and COREY STREET MASS LLC, an Idaho limited liability company ("Owner"), whose address is 11361 Farlin Street, Los Angeles, California 90049.

RECITALS

WHEREAS, Owner is the owner of real property described as 380 N 1st Avenue ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit the placement of a hydronic snowmelt system and pavers that are required for the development of the 380 N 1st Avenue Mixed-Use Building project within the public rights-of-way along 1st Avenue and 4th Street. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

WHEREAS, the Owner will restore the sidewalk, street, curb and gutter and any landscaping in accordance with the Ketchum approved plan;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Ketchum hereby permits Owner to install a hydronic snowmelt system and pavers identified in Exhibit "A" within the public rights-of-way on 1st Avenue and 4th Street until notified by Ketchum to remove the infrastructure. Within a reasonable time after such notice, or in a timeframe as otherwise agreed upon by the parties, Owner shall remove the infrastructure at Owner's expense.

2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 10 business days or a timeframe as otherwise agreed upon by the parties upon notice from Ketchum that repairs are needed. Any modification to the improvements identified in Exhibit "A" shall be approved by the City of Ketchum prior to any modifications taking place.

3. Snowmelt systems installed in the public right-of-way shall be installed and operate at all times during the winter according to the following:
 - The system shall meet the requirements of the International Energy Conservation Code (2018 IECC, 403.12.2)
 - The system shall have an electronic main control board to operate the system that is programmable and optimizes the way the system functions.
 - Installation of in-ground control sensors linked to the main control board that detect snow and ice on the surface, monitor the sidewalk or driveway temperature, and automatically activates the system to be turned on or off based on the snow condition and air temperature.

4. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the Improvements, to the satisfaction of the Director of Streets and Facilities.

5. In consideration of Ketchum allowing Owner to maintain the Improvements in the public right-of-way, Owner agrees to indemnify and hold harmless Ketchum from and against any and all claims of liability for any injury or damage to any person or property arising from the Improvements constructed, installed and maintained in the public right-of-way, except for those claims caused by the actions of Ketchum. Owner shall further indemnify and hold Ketchum harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Owner's part to be performed under this Agreement, or arising from any negligence of Owner or Owner's agents, contractors or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such action or proceeding brought thereon. In the event any action or proceeding is brought against Ketchum by reason of such claim, Owner, upon notice from Ketchum, shall defend Ketchum at Owner's expense by counsel satisfactory to Ketchum. Owner, as a material part of the consideration to Ketchum, hereby assumes all risk of damages to property or injury to persons in, upon or about the Improvements constructed, installed and maintained in the public right-of-way arising from the construction, installation and maintenance of said Improvements and Owner hereby waives all claims in respect thereof against Ketchum, except for those claims caused by the actions of Ketchum.

6. Ketchum shall not be liable for injury to Owner's business or loss of income therefrom or for damage which may be sustained by the person, goods, wares, merchandise or property of Owner, its tenants, employees, invitees, customers, agents or contractors or any other person in or about the Subject Property caused by or resulting from the Improvements constructed, installed, removed or maintained in the public right-of-way.

7. Owner understands and agrees that by maintaining the Improvements in the public right-of-way pursuant to this Agreement, Owner obtains no claim or interest in said public right-of-way which is adverse to that of Ketchum and that Owner obtains no exclusive right to said public right-of-way nor any other right to use the public right-of-way not specifically described herein.

8. In the event either party hereto retains an attorney to enforce any of the rights, duties and obligations arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney's fees at the trial and appellate levels and, whether or not litigation is actually instituted.

9. This Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Idaho. Venue shall be in the District Court of the fifth Judicial District of the State of Idaho.

10. This Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

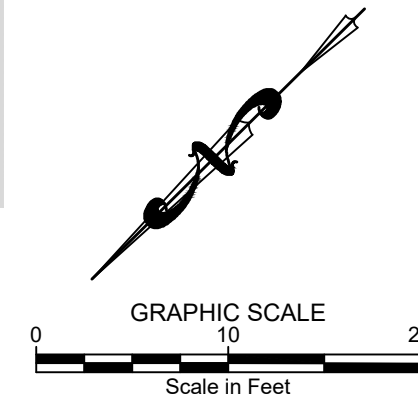
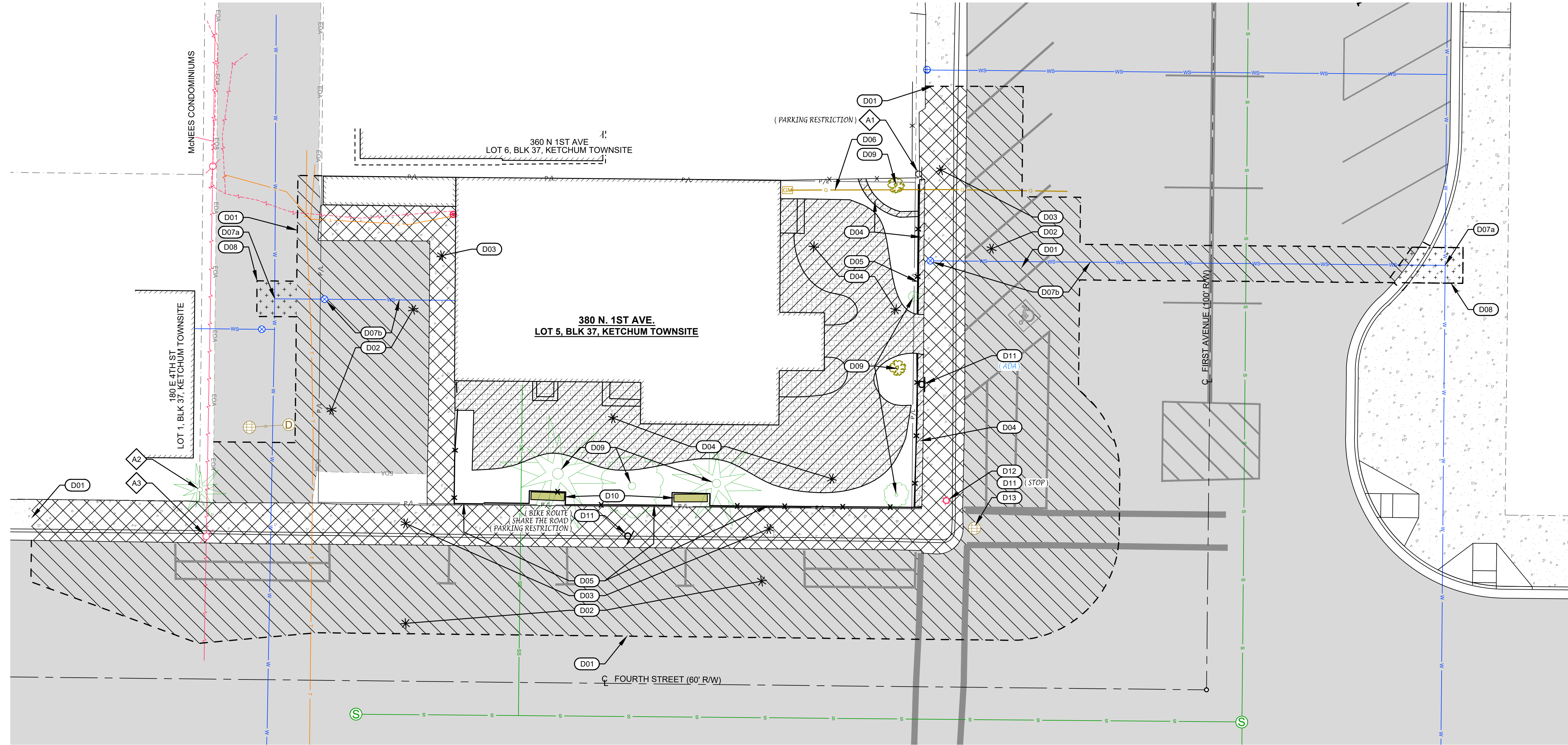
11. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.

12. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

13. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate, and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

EXHIBIT "A"

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any project or extensions of this project except by agreement in writing with Galena Engineering, Inc.



DEMOLITION KEY NOTES

- (D01) SAWCUT ASPHALT / CONCRETE TO PROVIDE FOR A CLEAN VERTICAL EDGE
- (D02) REMOVE AND DISPOSE OF ASPHALT.
- (D03) REMOVE AND DISPOSE OF CONCRETE CURB, GUTTER, AND/OR SIDEWALK.
- (D04) REMOVE AND DISPOSE OF CONCRETE CURB, GUTTER, AND/OR SIDEWALK.
- (D05) REMOVE AND DISPOSE OF FENCE.
- (D06) GAS LINE TO BE ABANDONED. CONTRACTOR TO COORDINATE METHOD OF ABANDONMENT WITH UTILITY FRANCHISE.
- (D07) WATER SERVICE TO BE ABANDONED.
 - a. CONTRACTOR TO LOCATE CONNECTION / CORP STOP AT WATER MAIN, SHUT OFF VALVE AND DISCONNECT WATER SERVICE LINE. ABANDON WATER SERVICE LINE IN PLACE. COORDINATE ACTIVITY WITH THE CITY OF KETCHUM.
 - b. REMOVE AND DISPOSE OF WATER SERVICE VALVE. ABANDON WATER SERVICE LINE IN PLACE.
- (D08) REPAIR ASPHALT, CURB, GUTTER, AND SIDEWALK. MATCH EXISTING LINES, GRADES, MATERIALS, AND MATERIAL THICKNESSES. SEE ITEM S14, SHEET C1.10.
- (D09) REMOVE AND DISPOSE OF TREE AND COMPLETE ROOT BALL.
- (D10) REMOVE AND DISPOSE OF PARK BENCH.
- (D11) REMOVE SIGN AND POST. SIGNS TO BE REUSED. (TYPE)
- (D12) REMOVE AND RETAIN LIGHT AND ALL COMPONENTS. LIGHT WILL BE REUSED. DISPOSE OF FOOTING. RETAIN SIGN FOR FUTURE REUSE.
- (D13) REMOVE AND DISPOSE OF CATCH BASIN / DRYWELL.
- RETAIN AND PROTECT:
 1. SIGN (TYPE)
 2. TREE
 3. UTILITY POLE

PRELIMINARY FOR DESIGN REVIEW ONLY

PROFESSIONAL ENGINEER
REGISTERED
7986
J022/17/23
JEFF C. LOOMIS

NOT FOR CONSTRUCTION

CT DESIGNED BY
CT DRAWN BY
JCL CHECKED BY

GALENA ENGINEERING, INC.
Civil Engineers & Land Surveyors
317 N. River Street
Halley, Idaho 83333
(208) 768-1705
email: galena@galena-engineering.com

PURPOSE:	ISSUE FOR REVIEW	NO.	DATE	BY	REVISIONS

PRELIMINARY NOT FOR CONSTRUCTION

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any project or extension of this project except by agreement in writing with Galena Engineering, Inc.

SITE IMPROVEMENT KEY NOTES

- (D01)** SAWCUT ASPHALT / CONCRETE TO PROVIDE FOR A CLEAN VERTICAL EDGE
- (S01)** CONSTRUCT ASPHALT ROADWAY REPAIR. SEE DETAIL 1 / C1.20.
- (S02)** CONSTRUCT CONCRETE CURB AND GUTTER
 - a. 6" ROLLED CURB AND GUTTER PER DETAIL 2 / C1.20.
 - b. TYPICAL CURB TRANSITION (ROLLED TO ZERO REVEAL) PER DETAIL 3 / C1.20.
 - c. ZERO REVEAL CURB AND GUTTER PER DETAIL 3 / C1.20.
 - d. CURB TRANSITION (ROLLED TO VERTICAL).
- (S03)** CONSTRUCT HEATED PAVER SIDEWALK, WIDTH AS SHOWN HEREON. SEE DETAIL 4 / C1.20.
- (S04)** INSTALL DETECTABLE WARNING PLATE (CAST IRON TRUNCATED DOME) SEE DETAIL 7 / C1.20.
- (S05)** INSTALL ROAD STRIPING / PAINT
 - a. YELLOW ASPHALT PARKING STRIPING (4" WIDE), MATCH CITY PATTERNS.
 - b. N/A
 - c. WHITE CROSSWALK STRIPING (12" WIDE).
 - d. WHITE STOP BAR STRIPING (24" WHITE).
 - e. BLUE ADA PARKING STRIPING (4" WIDE) AND SYMBOL. REFER TO DETAIL 12 / C1.20.
- (S06)** CONSTRUCT CONCRETE SIDEWALK (PEDESTRIAN APPROACH OR FLAT AREA). SEE DETAIL 5 / C1.20.
- (S07)** INSTALL CITY APPROVED STREET TREE WELL. SEE LANDSCAPE PLAN FOR DETAIL.
- (S08)** INSTALL STREET LIGHT. REFER TO CITY OF KETCHUM STREET LIGHT DETAILS.
- (S09)** SIGNS: SEE DETAIL 6 / C1.20 FOR SIGN BASE DETAIL.
 - a. INSTALL BIKE ROUTE / SHARE THE ROAD SIGN. INSTALL "NO PARKING" SIGN. ALL 3 SIGNS ON ONE POST.
 - b. INSTALL STOP SIGN (FROM ORIGINAL SIGN ON STREET LIGHT BASE).
 - c. INSTALL ADA PARKING SIGN. REFER TO DETAIL 11 / C1.20.
- (S10)** CONSTRUCT DRYWELL. SEE DETAIL 10 / C1.20. RIM = 5826.59 I.E.(IN) = 5823.2
- (S11)** INSTALL CATCH BASIN. SEE DETAIL 9 / C1.20. RIM = 5826.31 I.E.(OUT) = 5823.31
- (S12)** INSTALL 12" ADS N-12 STORM DRAIN PIPE WITH A MINIMUM SLOPE OF 2.0%. SEE DETAIL 8 / C1.20 FOR TRENCHING.
- (S13)** INSTALL 6" C-900 PVC WATER SERVICE.
 - 8"x6" STAINLESS STEEL TAPPING SADDLE
 - 6" GAVE VALVE
 - W/ THRUST BLOCKS
 - REFER TO DETAIL 8 / C1.20 FOR TRENCHING.
- (S14)** REPAIR ASPHALT, CURB, GUTTER, AND SIDEWALK. MATCH EXISTING LINES, GRADES, MATERIALS, AND MATERIAL THICKNESSES.
- (S15)** INSTALL TRENCH DRAIN. SEE DETAIL 13, SHEET C1.20. CONNECT TRENCH DRAIN TO ON-SITE STORM SYSTEM.

- (S14)** REPAIR ASPHALT, CURB, GUTTER, AND SIDEWALK. MATCH EXISTING LINES, GRADES, MATERIALS, AND MATERIAL THICKNESSES.
- (S14)** REPAIR ASPHALT, CURB, GUTTER, AND SIDEWALK. MATCH EXISTING LINES, GRADES, MATERIALS, AND MATERIAL THICKNESSES.
- (S15)** INSTALL TRENCH DRAIN. SEE DETAIL 13, SHEET C1.20. CONNECT TRENCH DRAIN TO ON-SITE STORM SYSTEM.
- (A)** RETAIN AND PROTECT:
 - 1. SIGN (TYPE)
 - 2. TREE
 - 3. UTILITY POLE
- (B)** MATCH EXISTING LINES AND GRADES

GENERAL NOTES

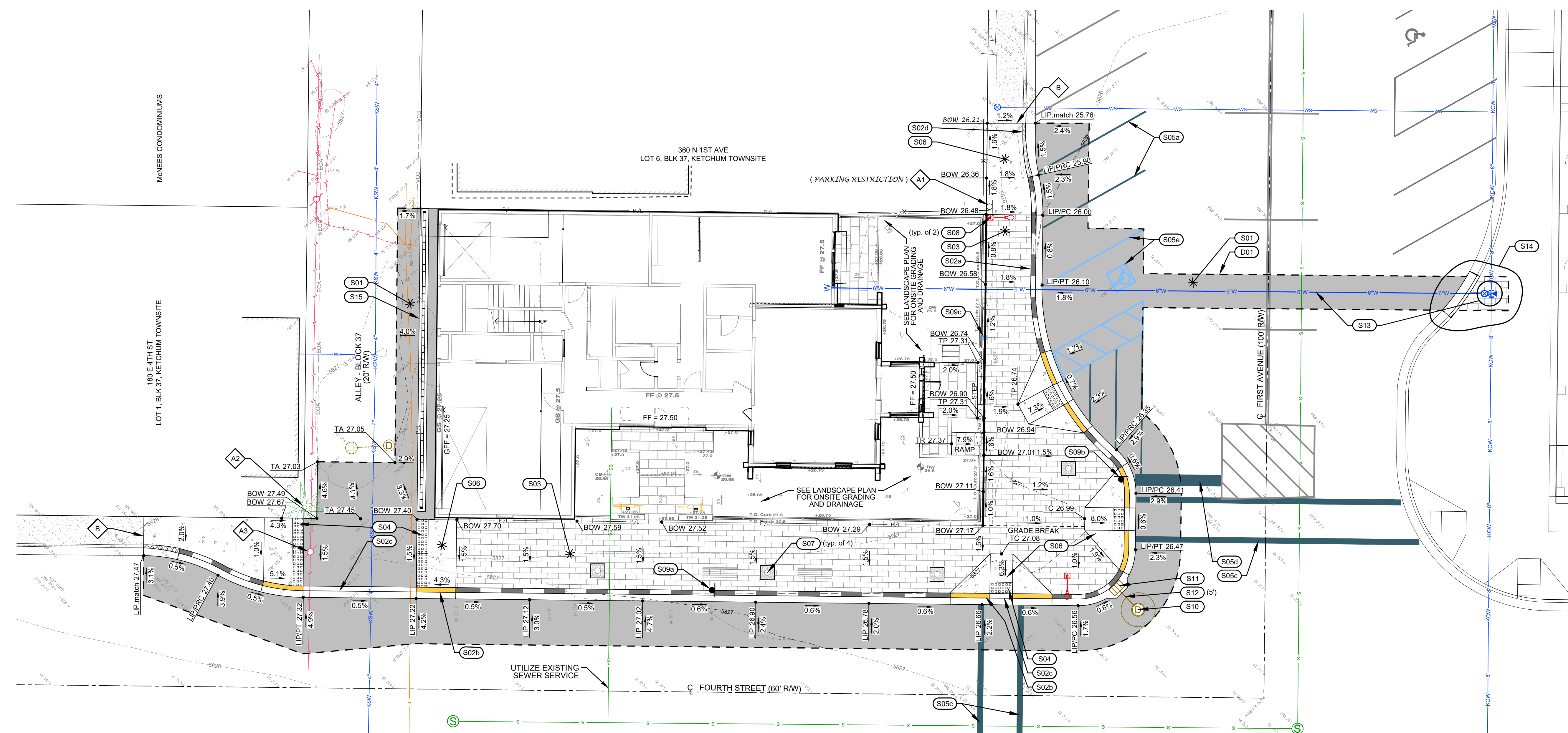
1. FINAL PLACEMENT OF THE STREETLIGHTS MUST BE SUBMITTED TO THE CITY FOR FINAL REVIEW AND APPROVAL PRIOR TO INSTALLATION.
2. SEE LANDSCAPE PLAN FOR ONSITE GRADING AND DRAINAGE.
3. SEE LANDSCAPE PLAN FOR BIKE RACK, BENCH, AND CHANNEL DRAIN DETAILS.

GRADING LEGEND

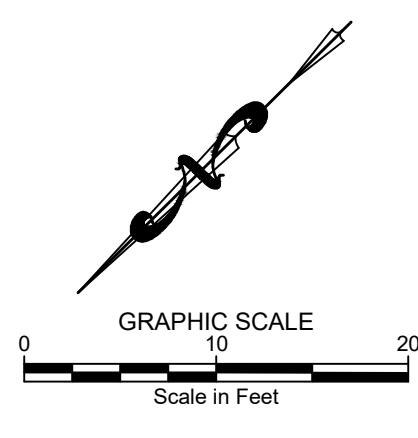
- EXISTING GRADE SPOT ELEVATIONS
- PROPOSED GRADE SPOT ELEVATION
- 3.7% PROPOSED GRADE
- GRADE BREAK

ABBREVIATIONS

- BAR = STOP BAR / ROAD PAINT
- CB = CATCH BASIN
- CC = CURB CUT
- CK = CHECK
- CL = CENTERLINE
- COR = CORNER
- CT = CONIFER TREE
- DW = DRYWELL
- EG = EXISTING GRADE
- EOA = EDGE OF ASPHALT
- EOC = EDGE OF CONCRETE
- EOP = EDGE OF PAVERS
- FEE = FINISHED FLOOR AT ENTRY
- FNC = FENCE
- LIP = LIP OF GUTTER
- LP = LOW POINT
- PB = POWER BURIED
- PHB = BURIED TELEPHONE
- PC = POINT OF CURVATURE
- PCC = POINT OF COMPOUND CURVE
- PI = POINT OF INTERSECTION
- POC = POINT OF CURVATURE
- PRC = POINT OF REVERSE CURVE
- PT = POINT OF TANGENCY
- RP = REFERENCE POINT
- SN = SIGN
- STRP = PARKING STRIPE
- TA = TOP OF ASPHALT
- TBC = TOP BACK OF CURB
- TBW = TOP BACK OF WALK
- TC / TOC = TOP OF CONCRETE
- TP = TOP OF PAVERS
- WB = WATER BURIED
- WV = WATER VALVE
- XW / XWLK = CROSS WALK ROAD PAINT



**PRELIMINARY
NOT FOR
CONSTRUCTION**



PRELIMINARY FOR DESIGN REVIEW ONLY

REGISTERED PROFESSIONAL ENGINEER
 7986
 5002/17723 AND
 STATE OF IDAHO
 JEFF C. LOOMIS

NOT FOR CONSTRUCTION

CT DESIGNED BY
 CT DRAWN BY
 JCL CHECKED BY

GALENA ENGINEERING, INC.
 Civil Engineers & Land Surveyors
 317 N. River Street
 Halley, Idaho 83333
 (208) 768-1705
 email: galena@galena-engineering.com

PURPOSE:	ISSUE FOR REVIEW		
NO.	DATE	BY	REVISIONS

C1.10

380 N. 1ST AVE. MIXED-USE BUILDING GRADING AND DRAINAGE PLAN

LOCATED WITHIN SECTION 13, T.4N., R.17E., & SECTION 18, T.4N., R.18E.B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO

PROJECT INFORMATION
 C:\users\jeff\Documents\5157-02\eng\5157-02_ENG_2025-02-16.dwg 02/16/25 2:23:15 PM
 PREPARED FOR WILLIAMS PARTNERS

