



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion

Reasons for Recommendation

- The Idaho Transportation Department (ITD) is scheduled to start construction (spring 2025) of a two-year effort to rebuild and expand Highway 75 from the Bigwood River bridge to River Street.
- The City worked with ITD to coordinate key elements of the project, including current and future utility needs within the corridor. The City reviewed different alignment configurations and concluded the best option was to relocate the current solo water line from the ITD rights-of-way within the roadway and move to a redundant loop system on adjacent private land parcels via a long-term easement.
- Staff worked with Weyyakin HOA to determine the most efficient layout that would not cause any long-term conflicts. The construction access agreement is step one and following construction a permanent easement will be recorded as final alignment details are still being coordinated with ITD and other utility providers.

Sustainability Impact:

Financial Impact:

Attachments:

1. Construction Access Agreement 25955

**CITY OF KETCHUM
CONSTRUCTION ACCESS AGREEMENT 25955**

This Construction Access Agreement (**Agreement**) is entered into as of _____, by and between Weyyakin Ranch Property Owners' Association, Inc., (**Property Owner**) as owner of Weyyakin Subdivision Open Space (**Property**) and the City of Ketchum, an Idaho municipal corporation (**City**).

- 1. Purpose:** Property Owner grants to City the limited use and access to portions of the Property as reasonably needed for the purpose of performing construction activities shown in Exhibit A, Construction Plans, attached hereto (**South Ketchum Redundant Main, Project B**).

- 2. Access Period:** The access and use period shall commence on **March 1, 2025** and terminate upon execution of Permanent Easement, unless extended by mutual agreement of the parties. Reasonable extensions shall be granted by Property Owner as reasonably necessary to sufficiently complete the Construction Activities so long as not due to unreasonable delays by City.

- 3. Performance of Work:** City agrees to conduct and ensure its contractor performs all Construction Activities in a manner that reasonably minimize disruption to the Property, that complies with all applicable laws and regulations, and that complies with the provisions of the agreed upon form of Water Main Easement, which is included in draft form as Exhibit B, attached hereto and incorporated herein. City shall further ensure that the work associated with the Construction Activities is performed lien free, in a good and workmanlike manner. Should any mechanic's or other lien be filed against the Property or any part thereof by reason of City's acts or omissions or because of a claim against City, City shall cause the same to be canceled and discharged of record by bond or otherwise within thirty (30) days after notice by Property Owner. If City fails to comply with its obligations in the immediately preceding sentence within such thirty (30) day period, Property Owner may perform such obligations at City's expenses, in which case all of Property Owner's costs and expenses in discharging shall be immediately due and payable by City.

- 4. Permanent Easement:** Property Owner and City agree to execute and record the permanent Water Main Easement, in the form attached hereto as Exhibit B, upon completion of construction activities and as-built survey of water main.

- 5. Insurance:** City will maintain adequate and appropriate insurance coverage, including but not limited to liability insurance, to cover any damages or injuries that may occur during the construction activities. City shall furnish Property Owner with certificates evidencing such insurance prior to commencement of the performance of the work under Section 3, above. City shall be responsible for all personal injury, bodily injury or death, or property damage or destruction arising from the performance of the work under Section 3, above. If the City retains a third party to perform the work set forth in Section 3 above, then City's contractor shall provide and maintain comprehensive general liability insurance with broad form coverage endorsement (including broad form property damage endorsement) covering its obligations under this Agreement and insuring against claims for personal injury, bodily injury or death, and property damage or destruction. City's contractor shall ensure that Property Owner is an additional named insured on such policy or policies carried by them. The limits of liability of all such insurance shall

be not less than \$2,000,000 for personal injury or bodily injury or death of any one person, \$2,000,000 for personal injury or bodily injury or death of more than one person in one occurrence and \$500,000 with respect to damage to or destruction of property; or, in lieu of such coverage, a combined single limit (covering personal injury, bodily injury or death and property damage or destruction) with a limit of not less than \$2,000,000 per occurrence. Such insurance shall be written with an insurer licensed to do business in the state of Idaho and may be provided under a blanket policy provided such policy otherwise complies with the foregoing requirements. City's contractor shall furnish Property Owner with certificates evidencing such insurance prior to the commencement of the work under Section 3 above. The policies of such insurance shall provide that the insurance represented by such certificates shall not be cancelled, materially changed or nonrenewed without the giving of thirty (30) days' prior written notice to the holders of such insurance and the holders of such certificates. City's contractor shall hold Property Owner harmless, for, from and against, any damage to the Property or any injury that occurs in the performance of the work set forth herein.

6. Responsibility: City will maintain sole responsibility for the construction activities and associated use by City and its agents, except to the extent caused by the Property Owner's sole negligence.

7. Restoration: Upon completion of the construction activities, City will reasonably restore the Property to a similar pre-construction condition or better, reasonable wear and tear excepted, consistent with the Water Main Easement.

8. Compliance with Laws: City shall comply with and shall ensure its contractor complies with all applicable laws, regulations, and permits in connection with the Construction Activities.

9. Termination: If Property Owner believes City to be in breach of this Agreement, Property Owner will notify City and City will have fourteen days to dispute or reasonably pursue a cure of the alleged breach. Either party may terminate this Agreement with written notice if the other party breaches and fails to cure any material term of this Agreement.

10. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of Idaho. Venue for any dispute shall be in Blaine County, Idaho.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Construction Access Agreement as of the effective date above.

**Property Owner: Weyyakin Ranch Property Owners' Association, Inc.,
an Idaho nonprofit corporation**

President

Secretary

City of Ketchum

Mayor or City Official

Attestation – City Clerk

Exhibit A: Construction Plans