



City of Ketchum

**CITY COUNCIL MEETING AGENDA MEMO**

Meeting Date:  Staff Member/Dept:

Agenda Item:

**Recommended Motion:**

**Reasons for Recommendation:**

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

**Sustainability Impact:**

**Financial Impact:**

**Attachments:**

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**WHEN RECORDED, PLEASE RETURN TO:**

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

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**RIGHT-OF-WAY ENCROACHMENT AGREEMENT 22856**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_, 2023, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and \_\_\_\_\_, representing Bigwood Homeowners Association (collectively referred to as "Owner"), whose address is Post Office Box 933, Ketchum, Idaho 83340.

*RECITALS*

WHEREAS, Owner wishes to permit placement of a new electronic radar speed sign on an existing speed limit sign post across from 195 S. Bigwood and a new post and electronic radar speed sign across from 140 S. Bigwood. 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 back to the original condition acceptable to the Streets and Facilities Director;

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

*TERMS AND CONDITIONS*

1. Ketchum shall permit Owner to install two electronic radar speed signs identified in Exhibit "A" within the public right-of-way across from 195 S. Bigwood and 140 S. Bigwood, until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense. Final locations to be determined by the Ketchum Streets and Facilities Director.

2. Owner shall be responsible for the maintenance of said Improvements, including replacement of batteries if needed, and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed. Any modification to the improvements identified in Exhibit "A" shall be approved by the City prior to any modifications taking place.

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

4. 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. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

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

12. 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.

OWNER:

CITY OF KETCHUM:

By: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Neil Bradshaw  
Its: Mayor

STATE OF \_\_\_\_\_, )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

STATE OF IDAHO )  
County of Blaine ) ss.

On this \_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

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

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Residing at \_\_\_\_\_  
Commission expires \_\_\_\_\_

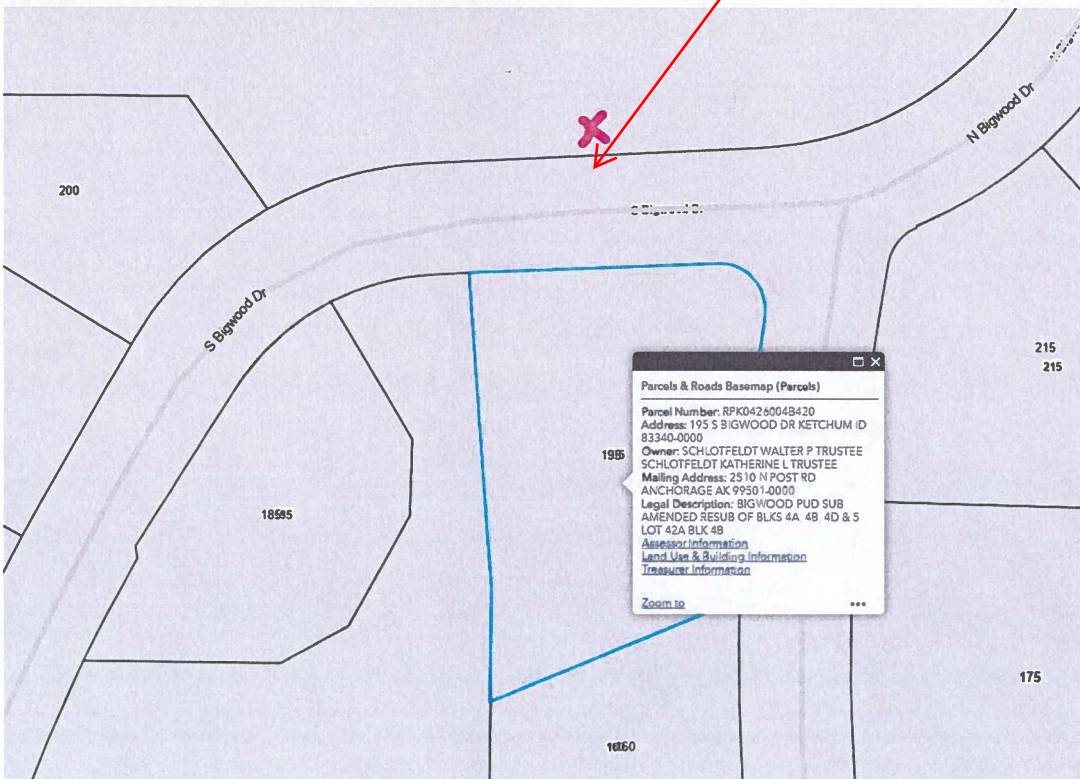
**EXHIBIT "A"**

EXHIBIT "A"  
ROW Encroachment  
Agreement 22856

Across from 195 S Bigwood to replace the current speed limit sign.



New electronic radar sign to be mounted on existing post



Actual location is within the ROW

Across from 140 S Bigwood in the approximate location of this snow stake.



Proposed location of new post with electronic radar speed sign mounted. Actual location to be determined by City of Ketchum Streets Department





MARKETS

PRODUCTS & SERVICES

EXPLORE

GET A QUOTE

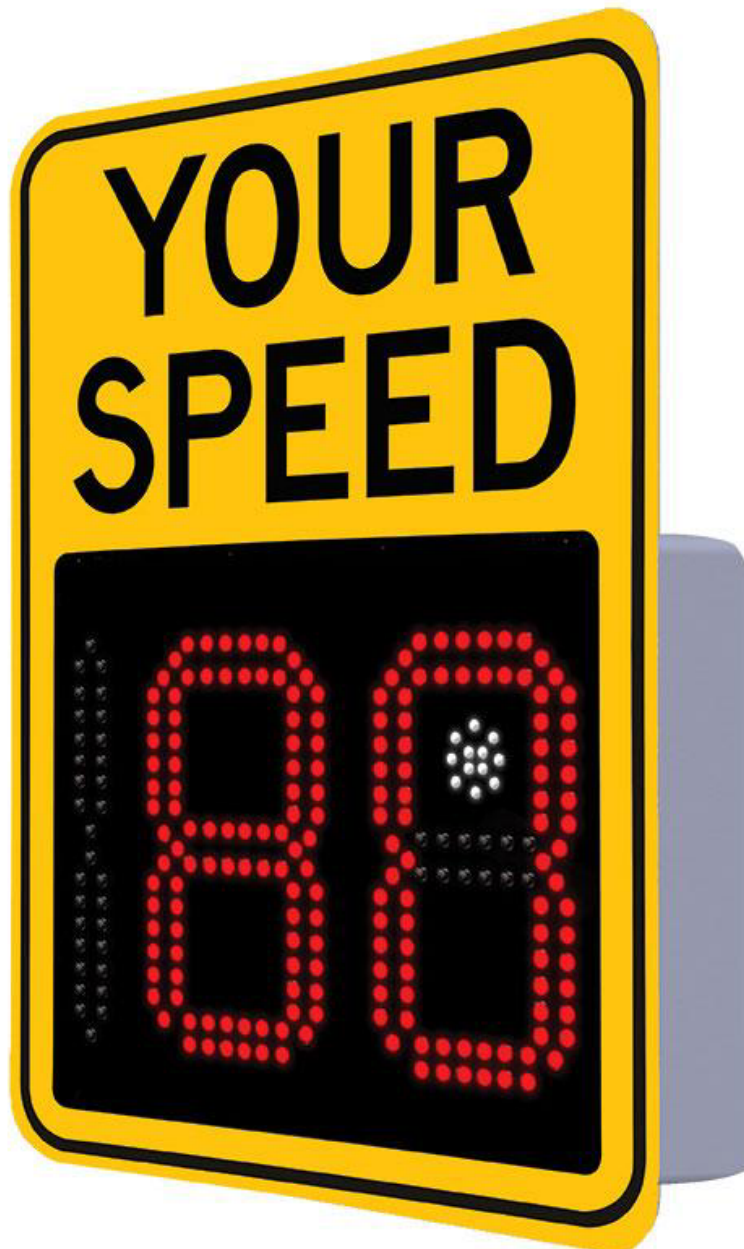
NEWS

SUPPORT

NEWS

SUPPORT

## 12" RADAR SIGNS





[MARKETS](#)[PRODUCTS & SERVICES](#)[EXPLORE](#)[GET A QUOTE](#)[NEWS](#)[SUPPORT](#)[Back to 12" Signs](#)**BUY WITH CONTRACT PRICING!**

## SAFESPACE EVOLUTION 12

The SafeSpace Evolution 12 offers the cost benefit and compact footprint of an entry-level sign but with MUTCD approved 12" digits. The economical sign is a great option for cities or communities with limited budgets who need signs that meet MUTC regulations.

The Evolution 12 is a compact radar speed sign ideal for private communities, work sites, or low volume local roads. Speed signs like the Evolution 12 help with traffic calming by reminding drivers of their speeds and encouraging them to slow down. Radar signs are posted along with speed limit signs to remind motorists to observe speed laws.

As with all Safespace speed display signs, the Evolution 12 displays driver speed in bright LED digits. Its bright 3 digit speed display also offers speed activated digit color changes to alert speeders.

**The Evolution 12 offers a choice of power sources and accessories.  
It's a compact solution that improves speed awareness and  
enhances public safety.**

### Features:

- 1 Year cloud connectivity included
- Compact sign with smaller 12" digits
- Affordable pricing
- Static Your Speed message
- Lightweight, compact design
- Energy efficient power options