



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion

Reasons for Recommendation

- ITD has worked closely with city staff to coordinate key elements for the project, including the timing for the replacement of the Trail Creek bridge to not conflict with World Cup event.
- The MOU does NOT include any provision for transferring city ROW to ITD per previous Council direction.
- The MOU outlines:
 - Official detour routes during the Trail Creek bridge portion of construction
 - ITD funding rehabilitation of city streets utilized as the detour route following conclusion of project
 - Enables city to fund certain elements (e.g., pedestrian lights and irrigation lines) desired in the new sidewalks

Policy Analysis & Background

The Idaho Department of Transportation (ITD) has been working closely with the City regarding the roadway design and construction schedule. ITD's current plan is to split the work between 2025 and 2026. The new Trail Creek bridge will be constructed in two phases over that two-year period. During bridge construction, northbound traffic will stay on the highway and southbound traffic will be detoured at First Street to Second Avenue then Serenade Lane.

Upon learning that Sun Valley will host the 2025 World Cup Finals (March 22-27, 2025), several entities requested that the ITD bridge construction work **NOT** occur during the event. Work in the creek channel must take place during periods allowed under state law to avoid conflicting with fish spawning periods. The City completed outreach to the Ketchum Business Advisory Committee and recommended to ITD to complete first phase of bridge construction during fall of 2025 and remaining portion in spring of 2026.

ITD has recently completed the public bidding process for the project and is still finalizing the final construction sequence and schedule with the low bidder. The city will work to ensure the final construction schedule is shared with the business community and public during the March Mobility open houses.

Sustainability Impact:

Project creates new sidewalks and bike lanes on both sides of Highway 75 from Serenade Lane to River Street to encourage alternate transportation.

Financial Impact:

None OR Adequate funds exist in account:

City will need to reimburse ITD for conduit related to pedestrian lights from Trail Creek Bridge to River Street and irrigation conduit at Serenade intersection. Adequate funds exist in CIP Contingency Account.

Attachments:

1. MOU 25-001

**COOPERATIVE AGREEMENT
PROJECT NO. A020(033)
SH-75, ELKHORN ROAD TO RIVER STREET
CITY OF KETCHUM; BLAINE COUNTY, IDAHO
KEY NO. 20033
ITD AGREEMENT NO. _____
KETCHUM AGREEMENT NO. 25-001**

PARTIES

THIS AGREEMENT (“Agreement”) is made and entered into this 3rd day of February 2025 by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the **STATE**, and the **CITY OF KETCHUM**, hereafter called the **CITY**.

PURPOSE

The State, with the aid of funds provided by the Federal Government, has programed a safety and capacity improvement project to widen and reconstruct SH-75 in Blaine County, Idaho. The State proposes to add vehicular travel lanes, curb, gutter, sidewalk and drainage features to SH-75 which will require regrading and widening the roadway which will then require the use of City of Ketchum rights of way to reconstruct connections to City roadways. Construction is expected to begin in February 2025 and continuing until completion expected in late 2026.

The State will acquire the necessary right-of-way (ROW) where necessary for roadway widening and facility enhancements, including along City roadways. The City will reimburse the State for improvements to SH-75 which will be included in the State’s construction contract as described in Section II-8.

This agreement sets out the terms for the design and construction of the State project and use of City ROW.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. That the **STATE** will:

1. Design, construct and use project funds for the reconstruction of SH-75 and portions of **CITY** ROW upon Serenade Lane, Garnet Street, Topaz Street, Emerald Street, Gem Street and River Street as part of this project.
2. Acquire all necessary rights of way for widening of SH-75 and connections of **CITY** streets.
3. Create plans, specifications, and estimate for the project, and oversee the construction.
4. In cooperation with the **CITY**, establish and cause to be maintained all detours deemed necessary to best serve the public interests and to expedite the work.
5. Transfer ownership of parcels adjoining to the **CITY** street ROW to the **CITY** upon completion of

construction. Transfer of ownership will be by executed recorded instrument at the discretion of the **STATE**.

6. Permit the **CITY** to retain, maintain, connect to, and improve all existing **CITY**-owned water lines and sanitary sewer now in place in the **STATE** highway ROW within the project limits.
7. Furnish and install all official guide signs and junctions of the urban extensions to the State Highway System, and all confirming and reassurance route markers and guide arrows along the urban extensions of the State Highway System necessary to properly identify the **STATE'S** highways.
8. Trail Creek bridge construction requires a detour of traffic, see the final roadway plans. Prior to detouring traffic onto **CITY** roads coordinate with the **CITY** to document the existing conditions. At the conclusion of the detour coordinate with **CITY** to document the post-detour conditions of **CITY** roads. Repair, as necessary, any damage to **CITY** roads, as shown on the plans caused by the detouring traffic. The necessary repairs will be determined by reviewing the pre-detour and post-detour condition surveys.

SECTION II. That the **CITY** will:

1. Permit the **STATE** easement upon **CITY** ROW to complete construction of agreed improvements along Serenade Lane, Garnet Street, Topaz Street, Emerald Street, Gem Street, and River Street to the extents shown on project plans.
2. Provide emergency preemption device for the signal at Serenade Lane, to be installed by **STATE** contractor at project expense.
3. By appropriate ordinance and police action, prohibit and remove any encroachments that would limit safety and protective features of the improved roadways and intersections.
4. Maintain, erect, or install within the project limits only those traffic control devices, including signs, that are in conformance with the Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the **STATE**.
5. Relocate any **CITY**-owned utilities, including water lines, storm sewer, sanitary sewer, or other facilities, as shown in attached "Utility Plans" hereto and by reference made a part of this agreement.
6. Reimburse the **STATE** for improvements added to the project and constructed by the **STATE'S** contractor. Reimbursement amount will be based on the contractor bid prices. Improvements include future-use conduit and junction boxes for streetlights between Serenade Lane and River Street, hangers and a sleeve for **CITY** waterline upon the new Trail Creek bridge, future-use conduit for irrigation at Serenade intersection.
7. Apply for an Encroachment Permit from the **STATE** before installing or constructing any new or relocating any existing sidewalk or any existing **CITY**-owned water line, storm sewer, sanitary sewer, or other facilities on the state highway right-of-way within the project limits.

8. Obtain concurrence from the **STATE** before vacating or closing any right-of-way connecting to the State highways within the project limits.
9. As needed, cooperate with the **STATE** in the selection and designation of suitable detour routing during project construction.
10. Allow the **STATE** to utilize **CITY** roads as shown on the plans. Coordinate with the **STATE** in documenting pre-detour and post-detour conditions of **CITY** roads as shown on the plans.

SECTION III. Both parties agree that:

1. Connecting roadways and intersections will not be altered or abandoned without the prior concurrence of both parties.
2. Should any portion of SH-75 or any connecting roadway and safety features within the project limits be damaged or destroyed through the wrongful or negligent act of any third party, both parties will make every effort to determine the identity and whereabouts of the responsible party, and will attempt collection of the cost of repair or replacement.
3. This Agreement shall become effective on the first date mentioned above and shall remain in full force and affect until amended or replaced upon the mutual consent of the **CITY** and **STATE**.

EXECUTION

This agreement is executed for the **STATE** by its District Engineer, and executed for the **CITY** by the Mayor, attested to by the City Clerk, with the corporate seal of the **CITY OF KETCHUM**.

IDAHO TRANSPORTATION DEPARTMENT

District Engineer

ATTEST:

CITY OF KETCHUM

Trent Donat, City Clerk

Neil Bradshaw, Mayor

By regular/special meeting

on _____