



City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

**Recommended Motion:**

There is no formal action requested. Staffing is seeking feedback regarding future Council action on the following items:

- Memorandum of Understanding (MOU) with ITD which outlines coordination roles for the project
- Quit claim transfer of City Right-of-Way (ROW) to ITD, Harriman Hotel, and two private parties
- Landscaping concept for Serenade Lane intersection
- Relocation of City water line from highway to adjacent private parcels via a long-term easement

**Policy Analysis and Background:**

The Idaho Department of Transportation (ITD) has been working closely with the City regarding the roadway design. ITD’s current plan is to split the work between 2025 and 2026. The new Trail Creek bridge will be constructed in two phases. The first phase (east side) will commence on August 1, 2025, and will be completed by early November. The second phase (west side) will occur from Presidents’ Day to Memorial Day. During that period, northbound traffic will stay on the highway and southbound traffic will be detoured to Second Ave and then Serenade Lane.

The current design of the project includes the following elements:

- Rebuild and expand roadway (four-lane up to Serenade Lane)
- Construction of new sidewalks from Serenade Lane to River Street with adjacent bike lanes
- Undergrounding of power lines

ITD plans to host a public open house at the Limelight on October 29<sup>th</sup> from 4-7 PM to review the final design elements and construction sequencing. For more info: <https://itdprojects.idaho.gov/pages/idaho75>

Staff will provide a short presentation on the following items to solicit feedback from the City Council. Staff is proposing action occur on the MOU and property transfer at the October 21<sup>st</sup> Council meeting.

**Highlights of key action items**

- **Memorandum of Understanding (MOU)** with ITD which outlines coordination roles for the project
  - Outlines City approved southbound detour route to be used when Trail Creek bridge is under construction
  - Contains a process to inspect conditions of impacted City detour streets prior and post project in the event ITD project needs to reimburse City for needed maintenance

- Enables a process to place future pedestrian lights on sidewalk from Trail Creek bridge to River Street. Staff explored vegetation planter element to establish vertical element for pedestrians but insufficient space.
- Commits the City to relocate where necessary water and wastewater lines
- **Quit claim transfer of City Right-of-Way (ROW)** to ITD, Harriman Hotel and two private parties
  - The attached exhibit illustrates the proposed divestment of City owned ROW to ITD, Harriman Hotel, the adjacent HOA and one private party. The main roadway section has been functioning as state owned property for a long period. It was only upon title research that it became clear the roadway portion is not legally owned by ITD.
  - State law outlines the following process for surplus any City ROW as follows (IC 50-3): “Provided further that whenever any street, avenue, alley or lane shall be vacated, the same shall revert to the owner of the adjacent real estate, one-half (1/2) on each side thereof, or as the City Council deems in the best interests of the adjoining properties.” Should the City Council wish to retain the properties, long-term encroachment agreements would need to be established.
- **Landscaping concept for Serenade intersection**
  - The City has been consistent in its support for the construction of a roundabout at the intersection with strong support from the community, Sun Valley Company, and the Reinheimer Ranch. ITD was initially open to the concept and presented it during a public open house. Over the last year, ITD has determined it does not support a roundabout but instead a traditional lighted intersection over the City’s concerns. The most recent request of ITD was to install the subterranean infrastructure for a future intersection but not install vertical traffic arms until the technical traffic warrant was met. ITD has recently communicated it will proceed with the installation of a full intersection. The City has requested financial participation from ITD to install landscaping to address visual concerns of the new intersection especially following the City’s investment to underground all power lines in the vicinity. Staff has met with Sun Valley Company and Reinheimer Ranch as a landscaping easement would be necessary on their properties. They are both open to the concept pending further design details.
- **Relocation of City water line** from highway to adjacent private parcels via a long-term easement
  - City staff and engineering resources reviewed two options: (a) adjustments to the existing water line and retain in the roadway and (b) abandon the waterline and install a new dual alignment through adjacent private property via a permanent easement. Staff has met with affected property owners and has received tentative agreement to proceed. Staff initially requested a more direct route through the ranch property adjacent to the roadway but was requested to move the alignment to the periphery of the property. This project was anticipated during the June budget development process and adequate funds exists in the approved Water Fund CIP. If approved by City Council, this project would be bid and executed next spring.

Sustainability Impact:

The current design includes new sidewalks and bike lanes from Serenade Lane to River Street.

Financial Impact:

None OR Adequate funds exist in account:	No immediate request. Reimbursement for conduit in sidewalks to install future streetlights would be very minor, will know exact amount when ITD bids. Landscaping
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	project needs to progress further to understand the amount ITD is willing to fund versus City. Water line relocation is funded within Water Fund CIP.
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Attachments:

- |   |
|---|
| <ol style="list-style-type: none"><li>1. Memorandum of Understanding</li><li>2. Proposed property transfer exhibit</li><li>3. Landscaping concept for Serenade Lane Intersection</li><li>4. Exhibit of relocated City water lines</li></ol> |
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**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. \_\_\_\_\_**

**PARTIES**

THIS AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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. Approved detours are outlined in Exhibit A.

**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. Receive Ownership of new portion of ROW along **CITY** ROW. See Exhibit B attached hereto and by reference made a part of this agreement.
3. Complete transfer of **CITY** property adjacent to SH-75 between Trail Creek and River Street by quit claim to the **STATE** and adjacent property owners as agreed, see exhibit "B". Until complete, allow the **STATE** to work on the **CITY** property.
4. Provide emergency preemption device for the signal at Serenade Lane, to be installed by **STATE** contractor at project expense.
5. By appropriate ordinance and police action, prohibit and remove any encroachments that would limit safety and protective features of the improved roadways and intersections.
6. 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**.
7. 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.
8. 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.

9. 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.
10. Obtain concurrence from the **STATE** before vacating or closing any right-of-way connecting to the State highways within the project limits.
11. As needed, cooperate with the **STATE** in the selection and designation of suitable detour routing during project construction.
12. 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

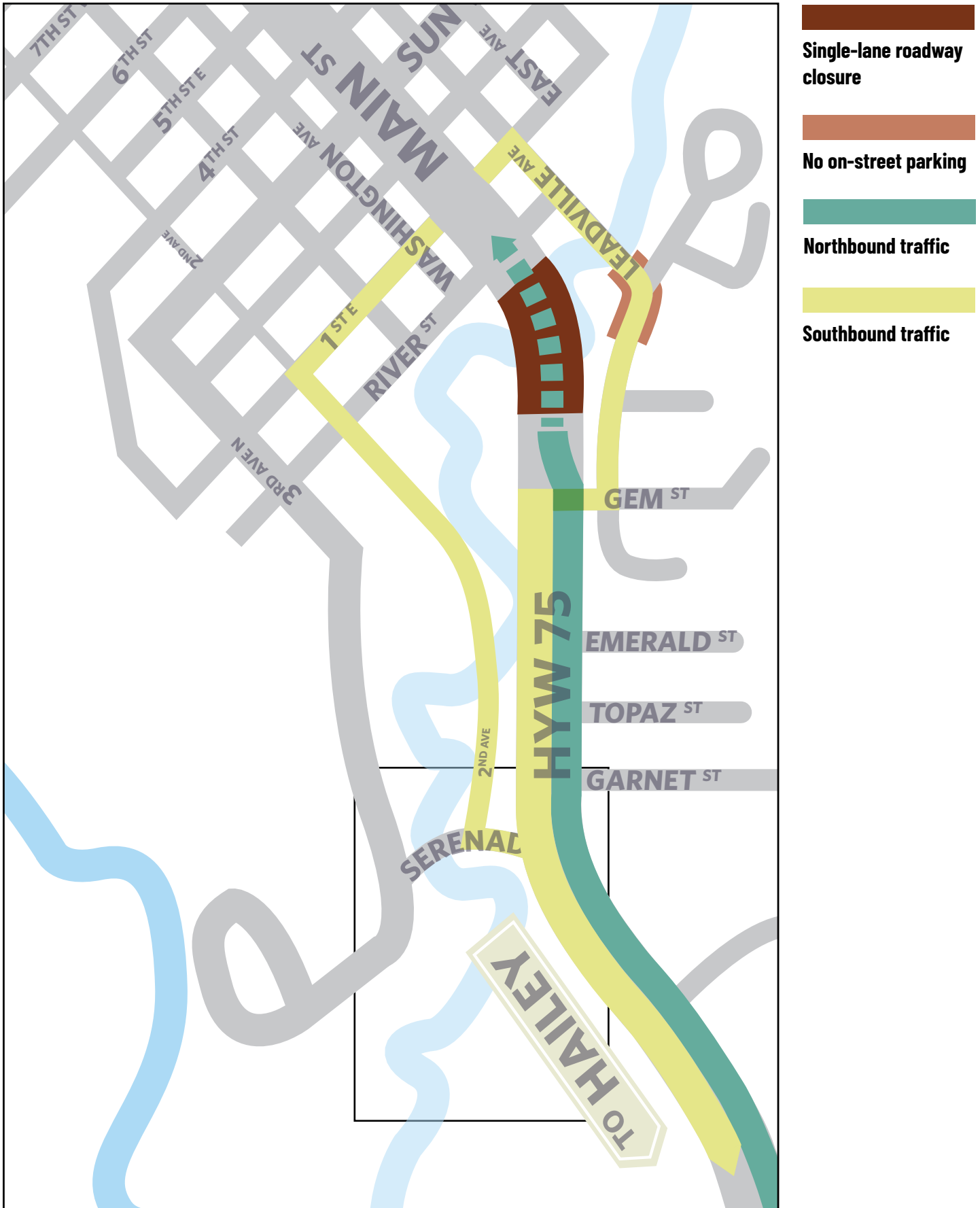
\_\_\_\_\_  
Neil Bradshaw, Mayor

By regular/special meeting

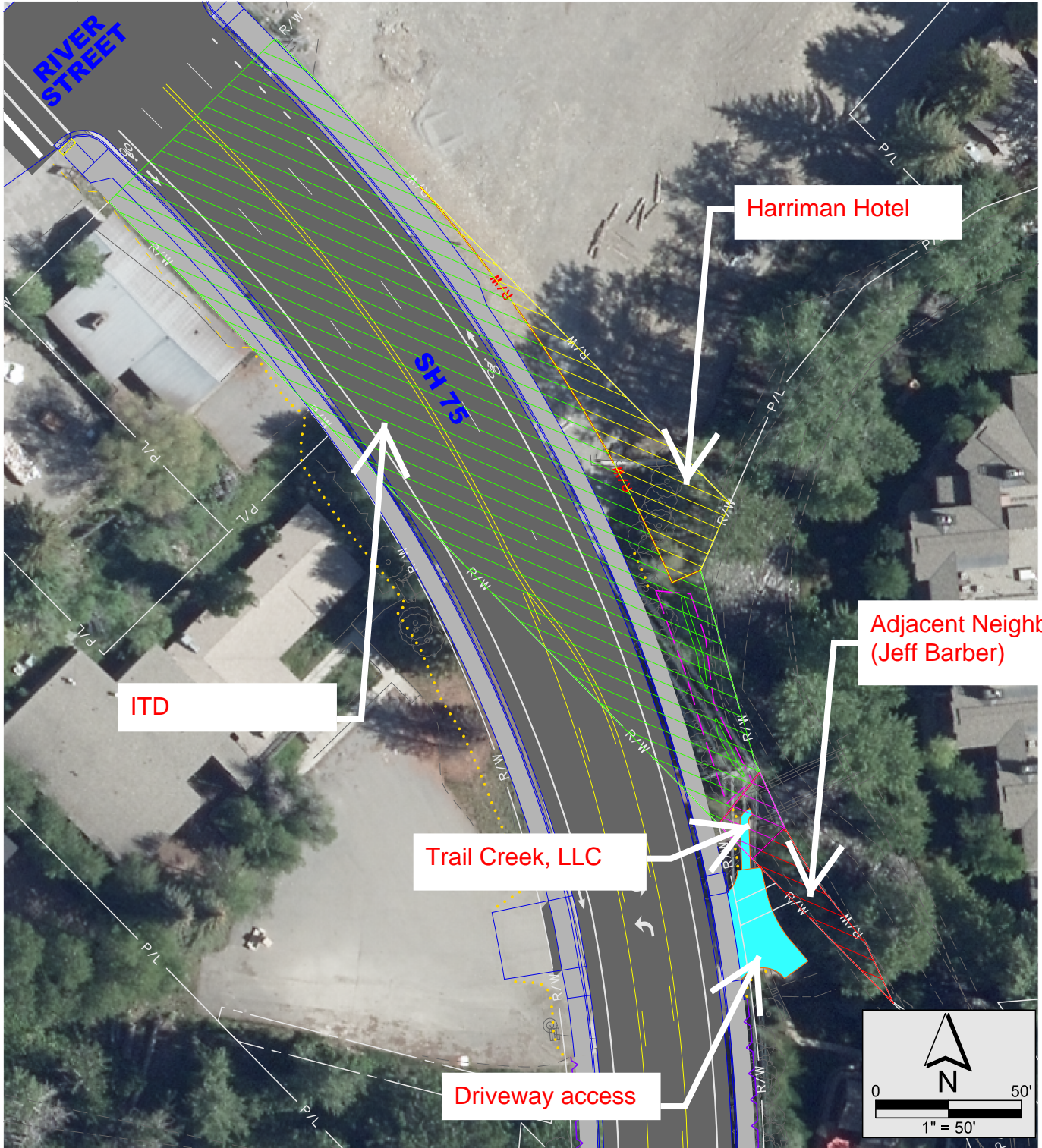
on \_\_\_\_\_

# ITD ELKHORN STREET TO RIVER STREET PROJECT

## City-approved Trail Creek bridge construction detour routes



**EXHIBIT MAP**  
**MAIN STREET KETCHUM**  
SECTION 18, TOWNSHIP 4N, RANGE 18E, B.M.  
CITY OF KETCHUM, BLAINE COUNTY, IDAHO  
2024



PROJECT: SH 75, ELKHORN TO RIVER

QUITCLAIM FIGURE

DATE: MAY 23, 2024

**Parametrix**

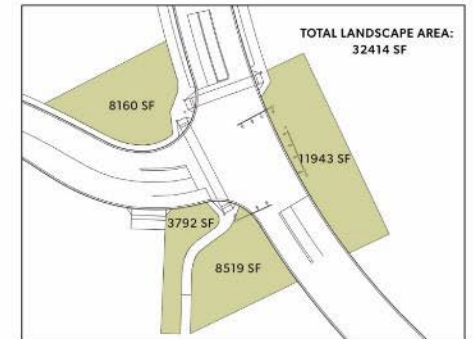
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Ph: 208.898.0012

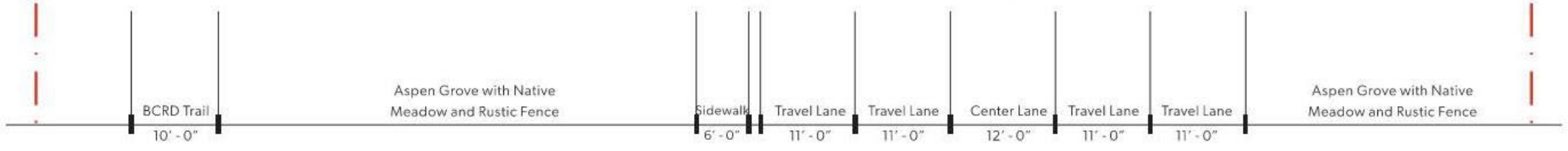




### LEGEND

- ① Rustic Fence
- ② Signage
- ③ Native Wildflowers and Grasses
- ④ Traffic Light
- ⑤ Aspen Groves
- ⑥ Douglas Fir
- ⑦ BCRD Trail
- ⑧ Sidewalk







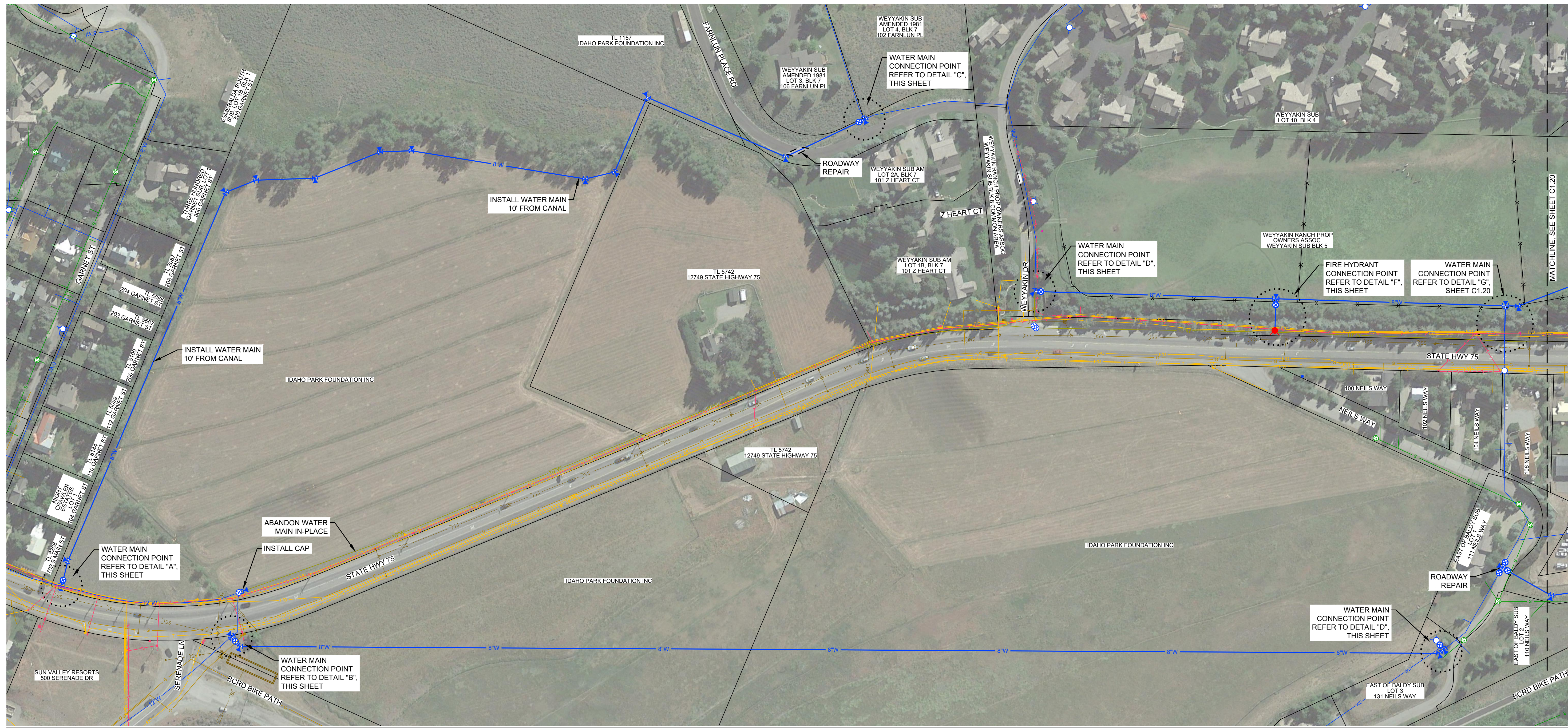
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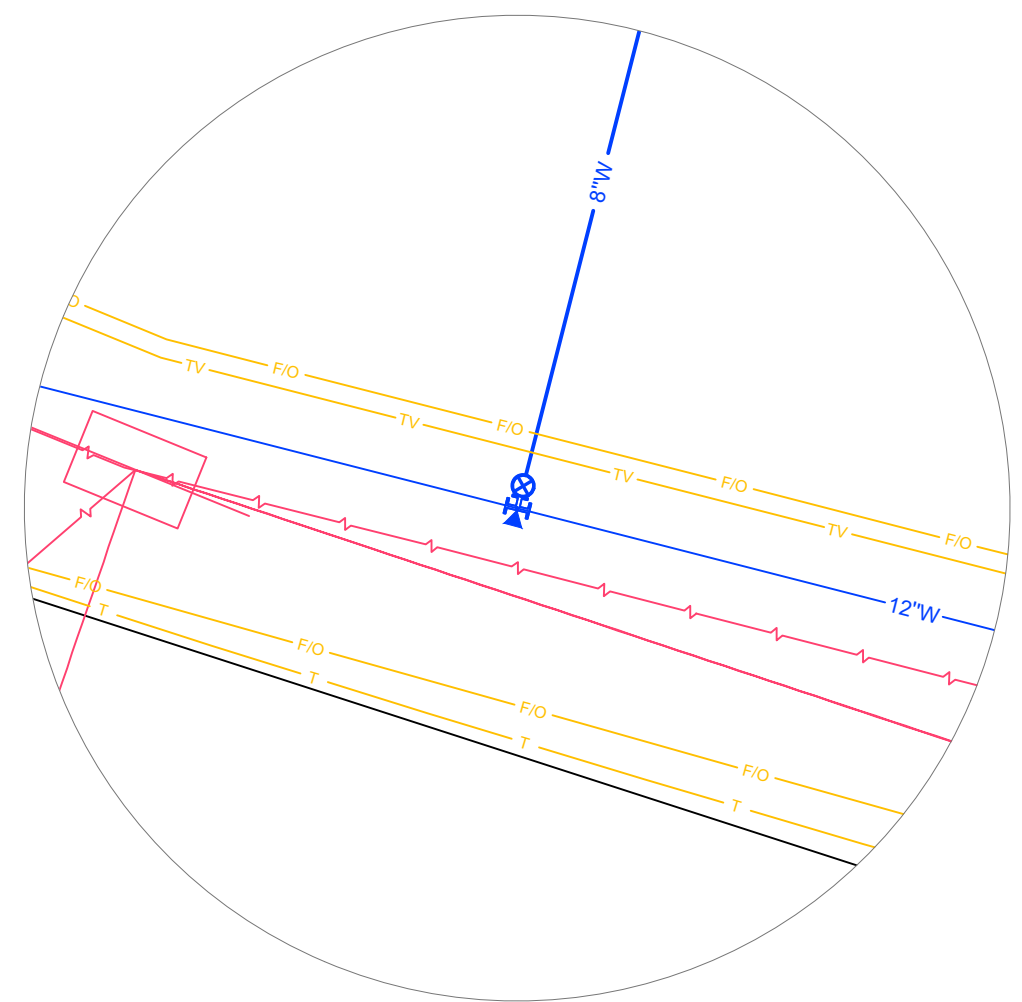
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BALD

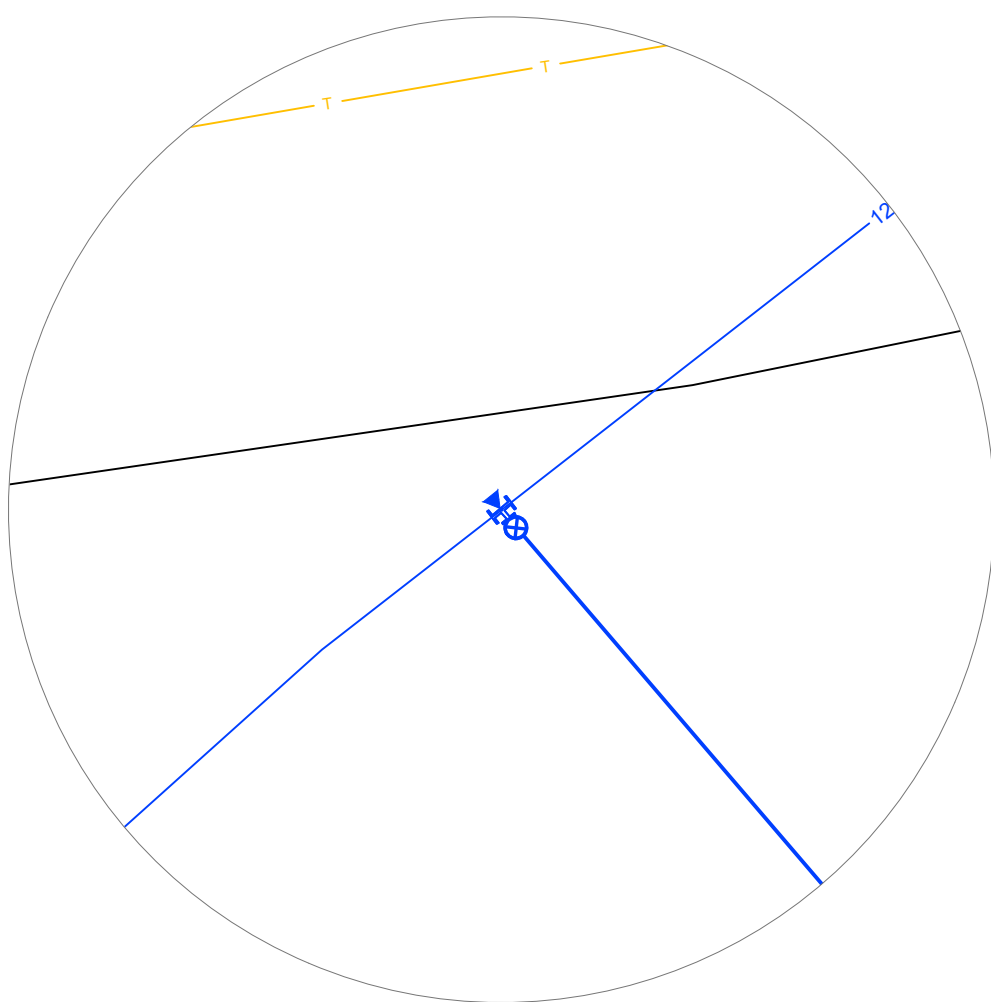




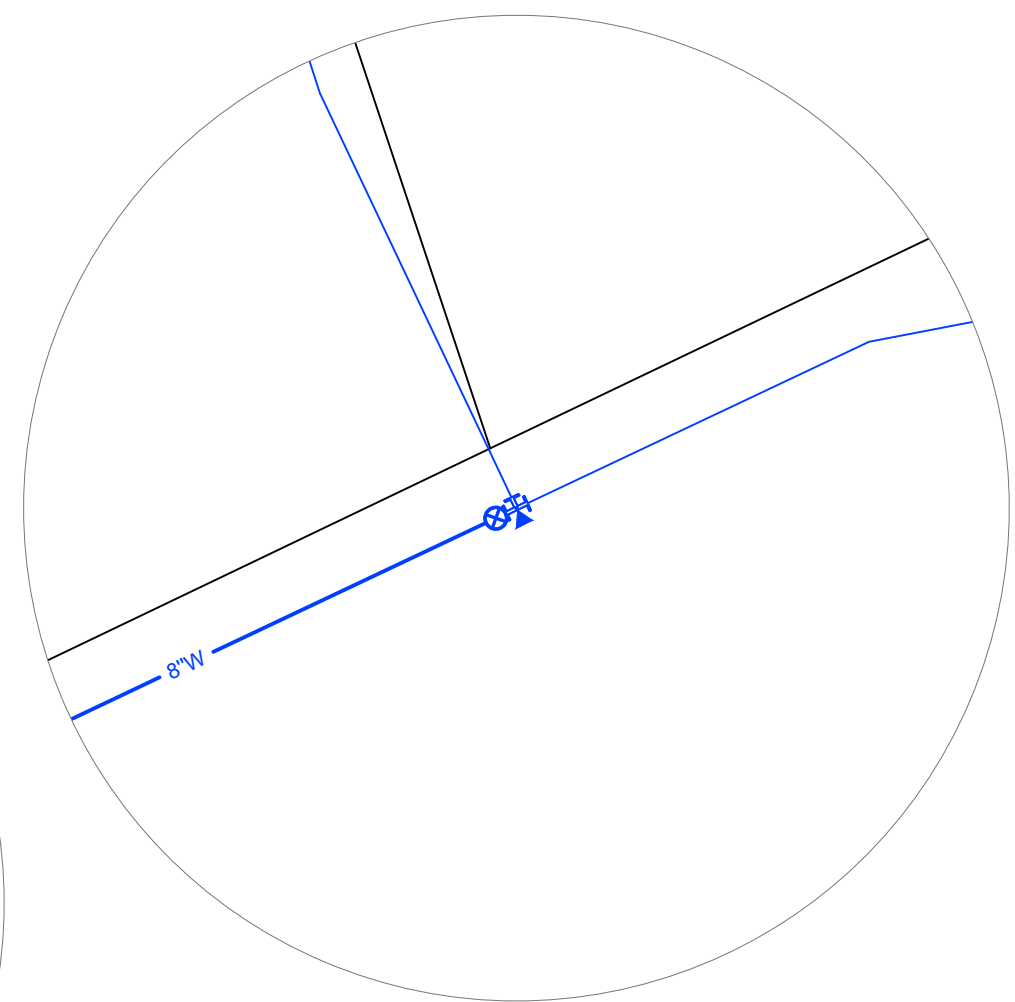
WATER MAIN PLAN



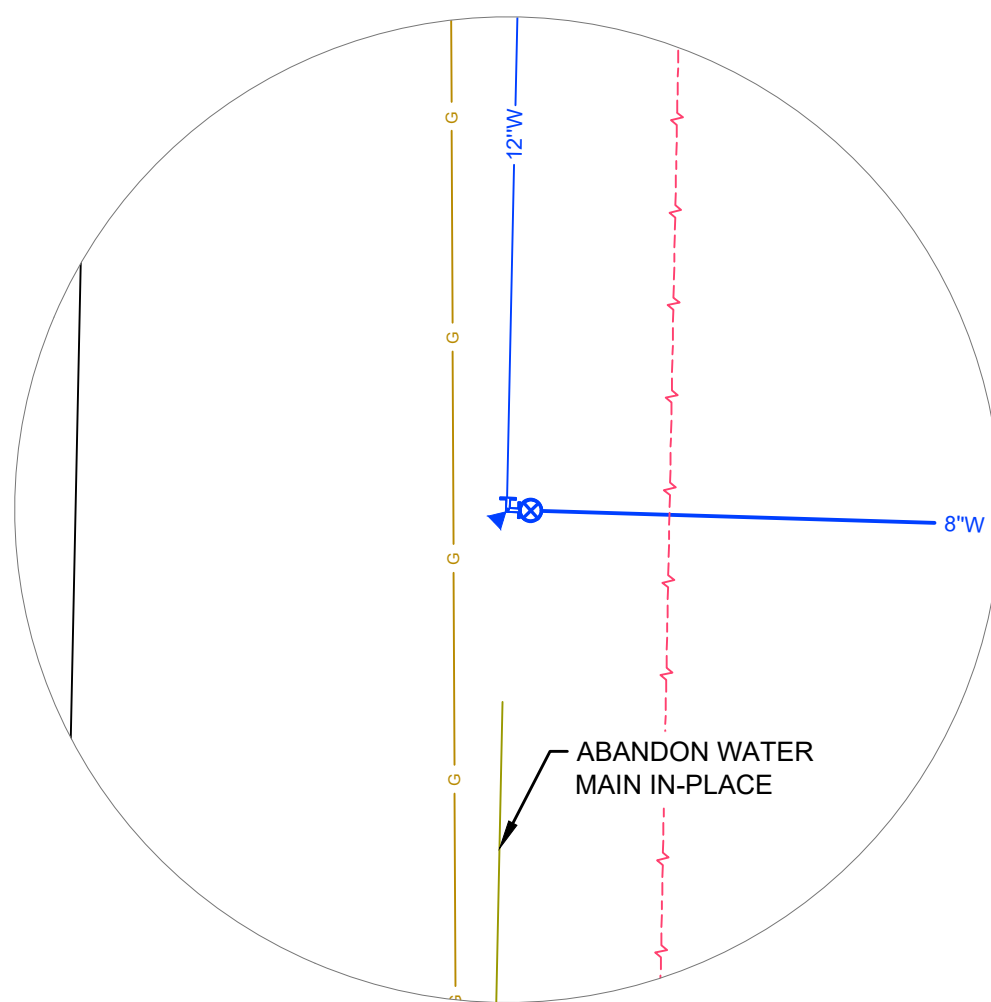
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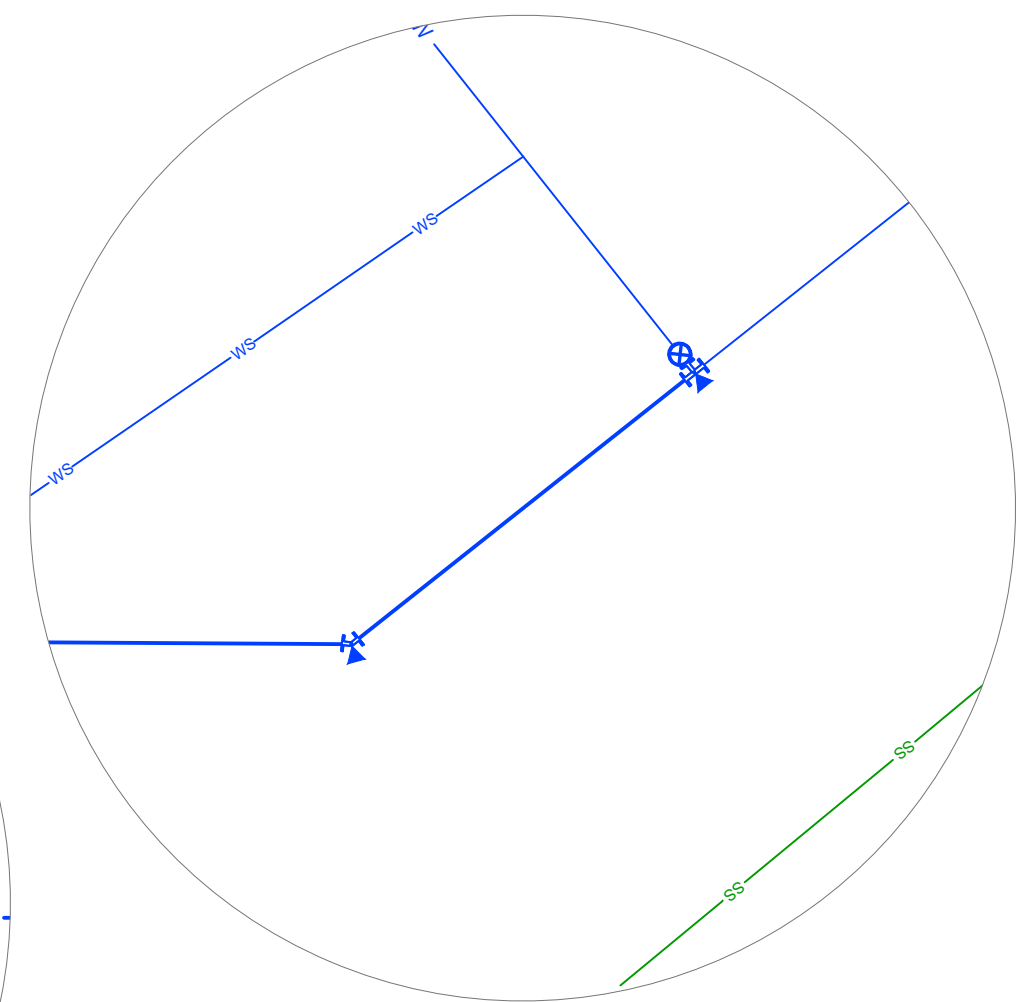
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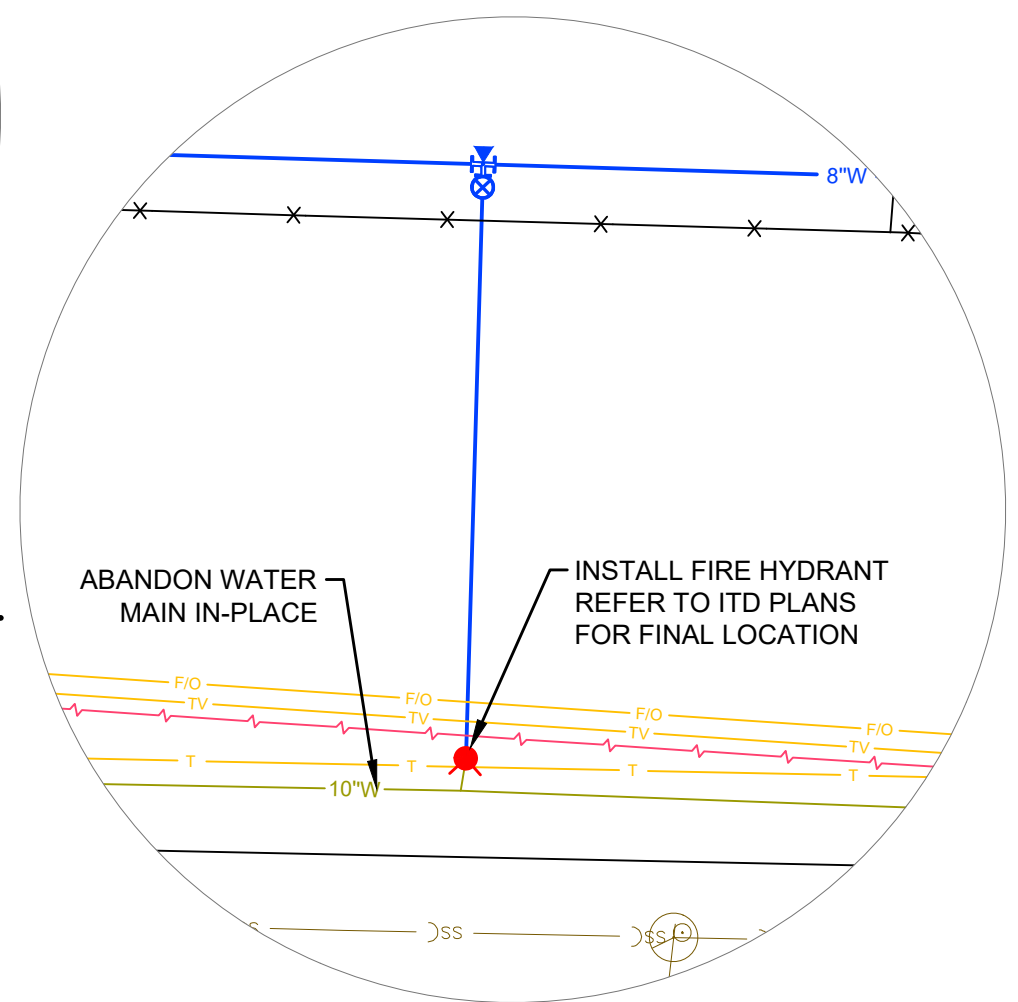
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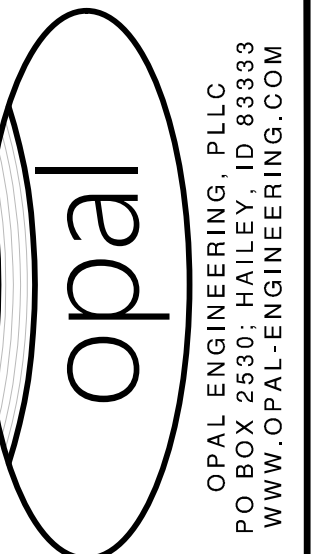
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DETAIL "E"  
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DETAIL "F"  
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PO BOX 2530 • HAILEY, ID 83333  
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PURPOSE: ISSUE FOR CLIENT REVIEW (07/18/2024)

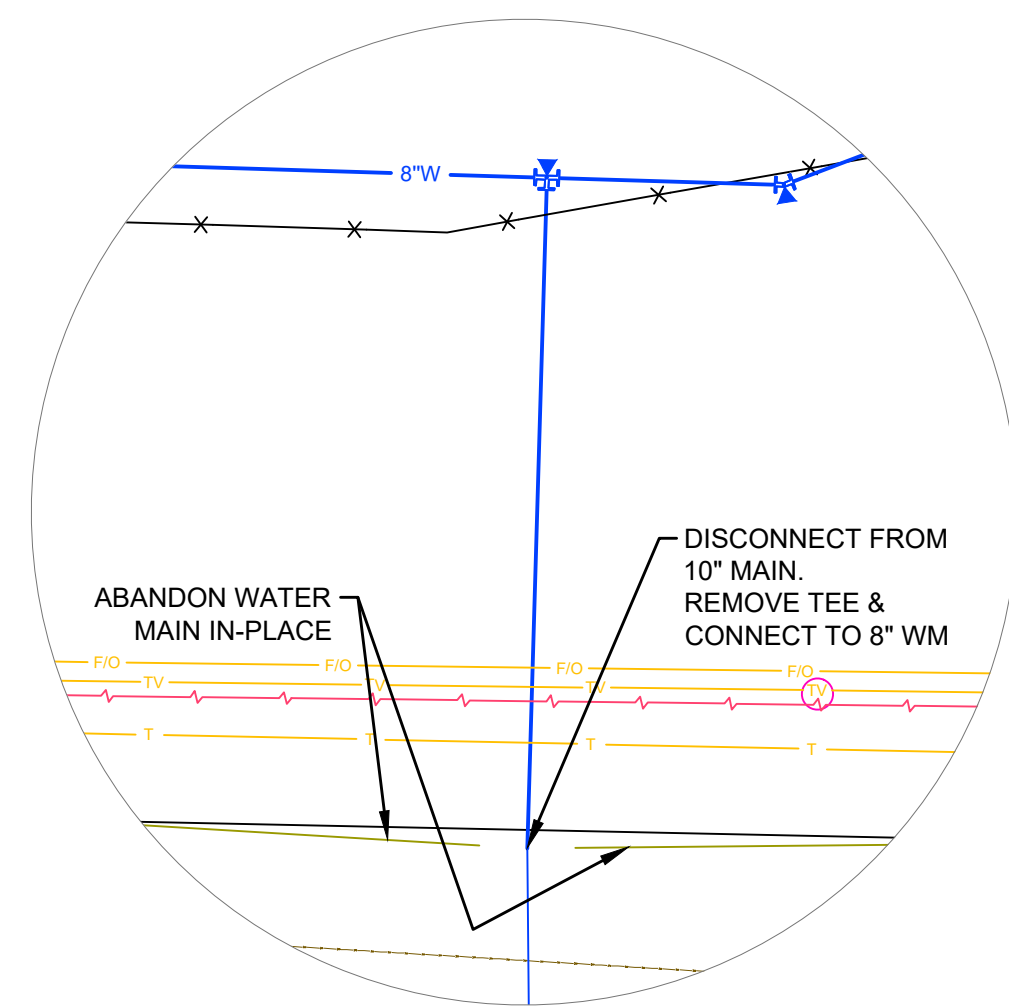
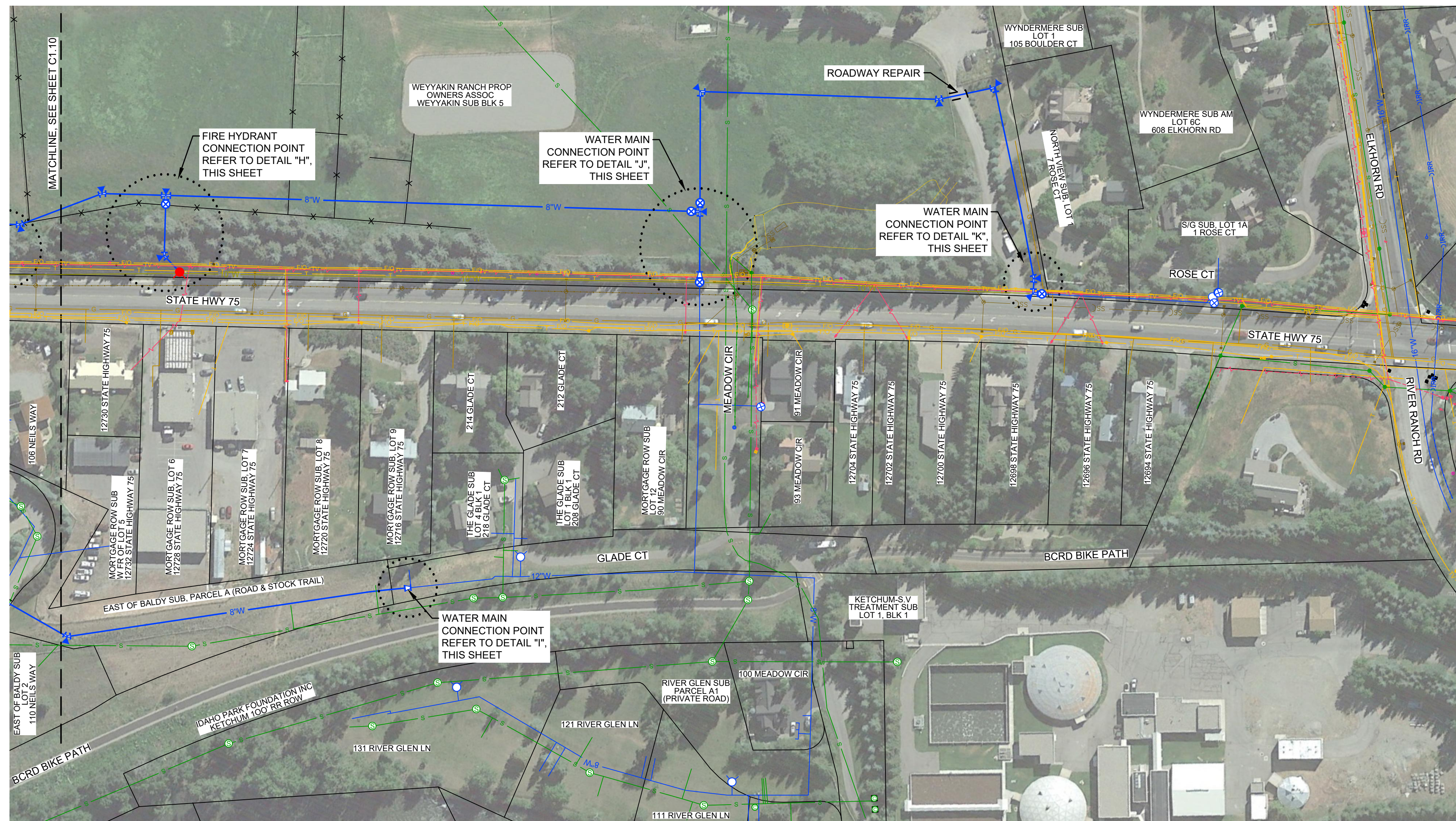
REVISION NO.	DATE	DESCRIPTION

**PRELIMINARY  
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CONSTRUCTION**

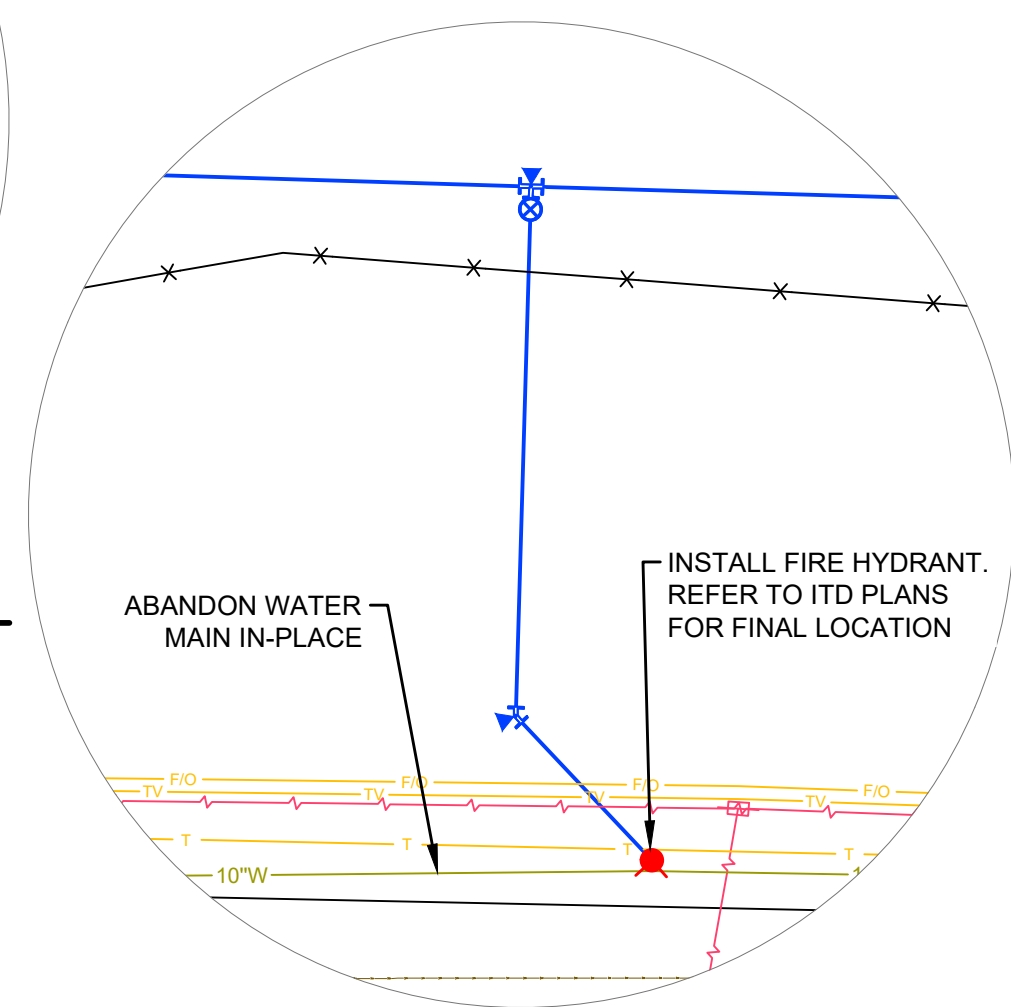
**WATER MAIN PLAN**  
SOUTH KETCHUM REDUNDANT MAIN  
PREPARED FOR: CITY OF KETCHUM

22036-7.0  
PROJECT NUMBER

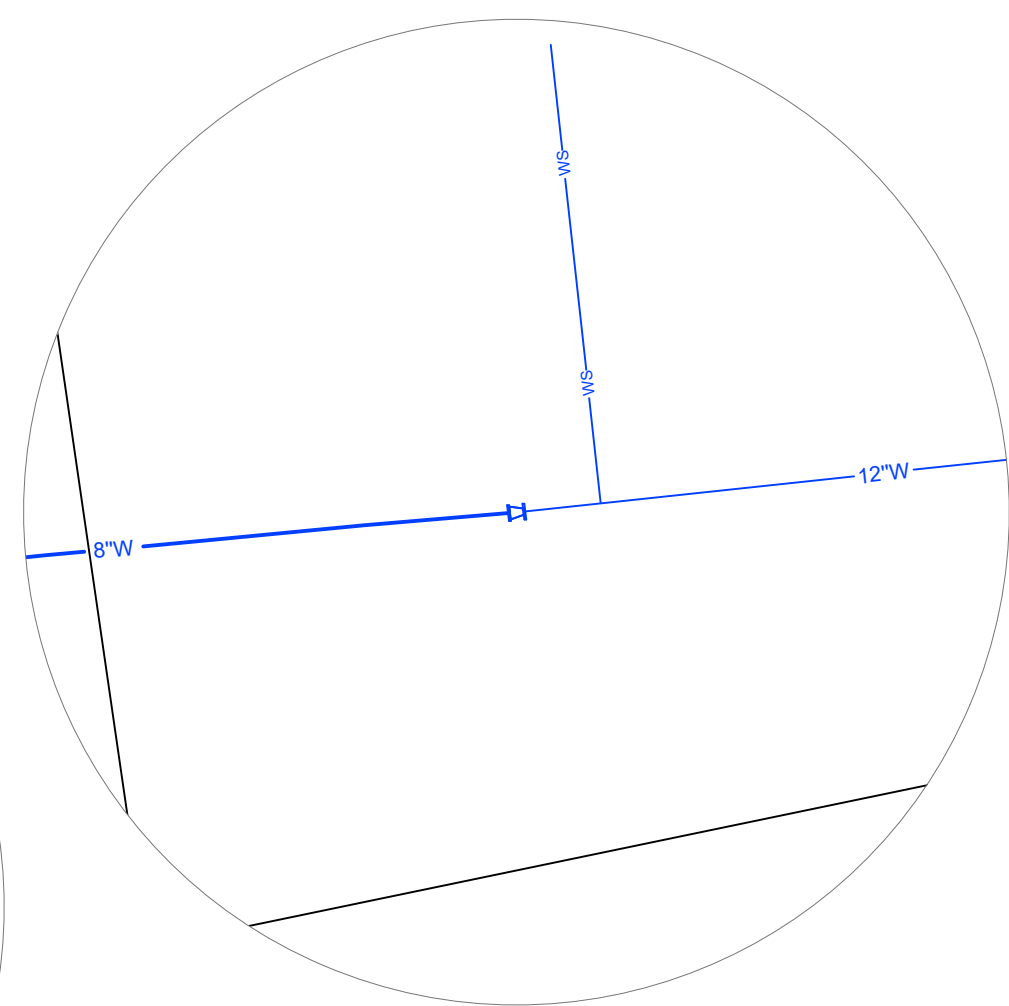
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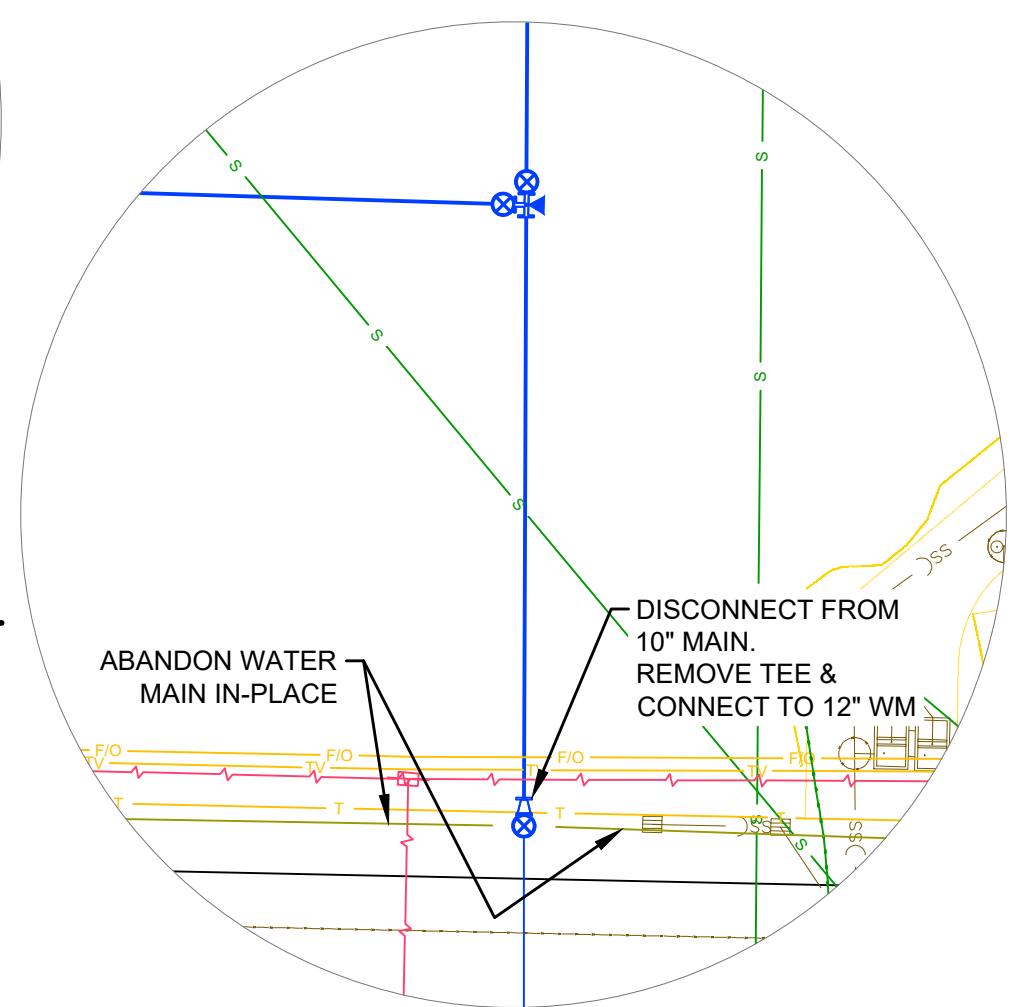
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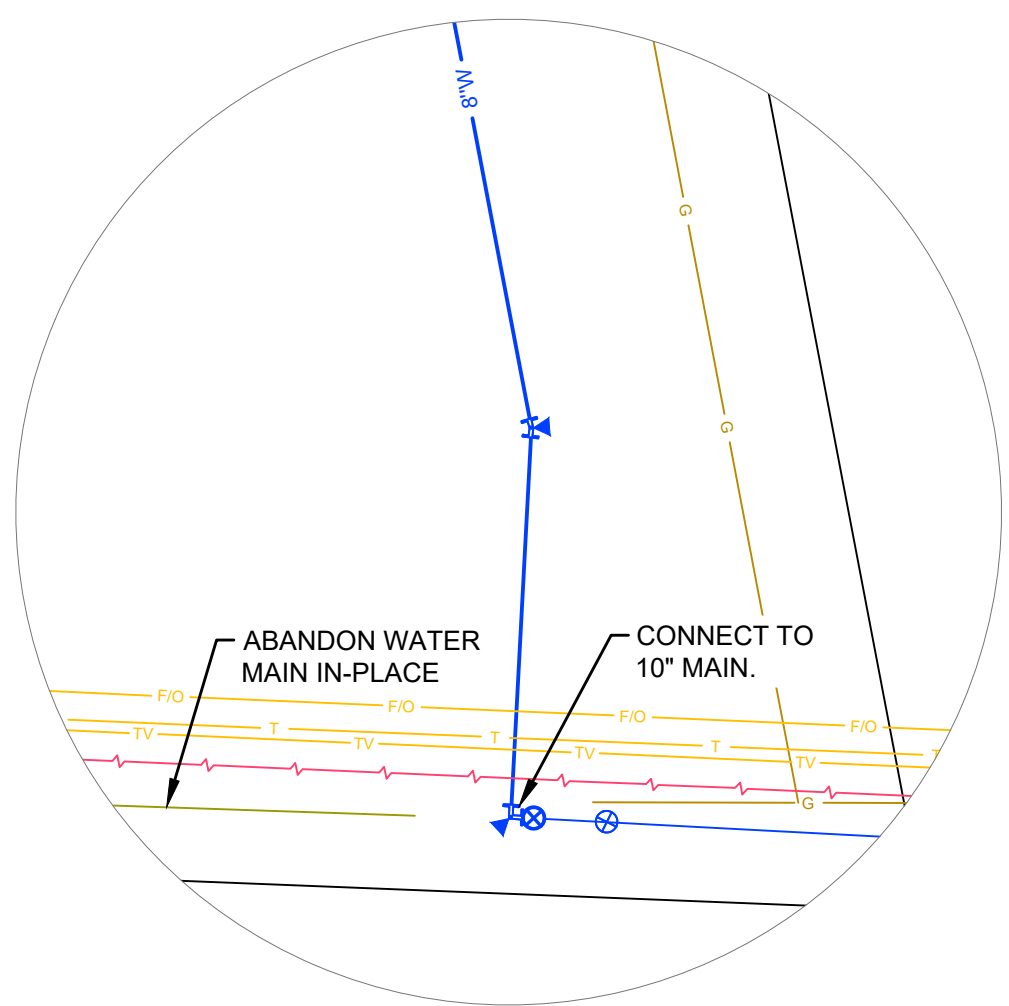
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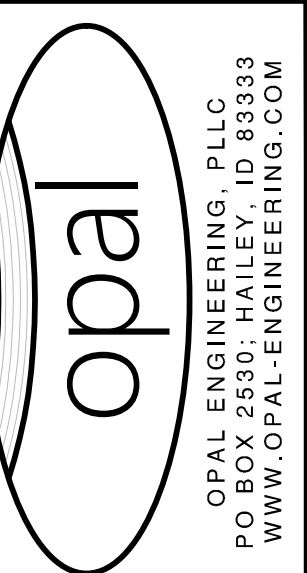
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DETAIL "K"  
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PURPOSE: ISSUE FOR CLIENT REVIEW (07/18/2024)

REVISION NO.	DATE	DESCRIPTION

**PRELIMINARY  
NOT FOR  
CONSTRUCTION**

**WATER MAIN PLAN**

**SOUTH KETCHUM REDUNDANT MAIN**  
PREPARED FOR: CITY OF KETCHUM

22036-7.0  
PROJECT NUMBER

C1.20