

City of Ketchum

2. Main Street Private Properties

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	March 4, 2024	Staff Member/I	Dept:	Jade Riley/Administration		
Agenda Item:	Recommendation to allow City Administrator to approve Main Street Construction Access Agreements					
Recommended Motion: I move to allow City Administrator to approve Main Street Construction Access Agreements.						
Reasons for Recommendation:						
 The Main Street project requires work to be performed on portions of 18 private properties along Main Street. 						
 Construction Access Agreements will be entered into with each property and are expected to be submitted back to the city at varying times. 						
 Enabling the City Administrator to approve the agreements would streamline the process, saving time compared to bringing each individual agreement to the Council for approval as they are received. 						
Policy Analysis and Background (non-consent items only):						
The purpose of entering into Construction Access Agreements is to allow the city to place pavers onto portions of private property for consistency in the sidewalk application. Attached is the Construction Access Agreement between the city and the Limelight Hotel. A similar agreement will be prepared for the remaining properties on Main Street.						
Sustainability Impact:						
Financial Impact:						
None OR Adequ	ate funds exist in accour	nt: Mai	Stre	et Project CIP		
Attachments:						
Construction Access Agreement 24904 with Aspen Skiing Company, LLC (Limelight Hotel)						

CITY OF KETCHUM CONSTRUCTION ACCESS AGREEMENT 24904

Property Owner [Property Owner]	City of Ketchum [City Administrator]			
as of the effective date above.				
with the laws of Idaho. Venue for ar	ement shall be governed by and construed in accordance by dispute shall be in Blaine County, Idaho. The shereto have executed this Construction Access Agreemen			
Property Owner will notify City and a cure of the alleged breach. Either	wner believes City to be in breach of this Agreement, City will have fourteen days to dispute or reasonably pursu party may terminate this Agreement with written notice if the e any material term of this Agreement.			
7. Compliance with Laws: Ci permits in connection with the Const	ty shall comply with all applicable laws, regulations, and truction Activities.			
	ion of the construction activities, City will reasonably restor ction condition or better, reasonable wear and tear excepted			
	intain sole responsibility for the construction activities and , except to the extent caused by the Property Owner's			
but not limited to liability insurance,	in adequate and appropriate insurance coverage, including to cover any damages or injuries that may occur during the vide proof of insurance upon request of Property Owner.			
-	Minimize Disruption: City agrees to conduct Construction Activities in a manner that ks to minimize disruption to the Property and complies with all applicable laws and ulations.			
terminate on or before Reasonable extensions shall be grant	and use period shall commence on and , unless extended by mutual agreement of the parties. Seed by Property Owner as reasonably necessary to on Activities so long as not due to unreasonable delays by			
	rants to City the limited use and access to portions of the e purpose of performing construction activities as described ruction Activities).			
Ketchum, an Idaho municipal corpor				
	, (Property Owner) as owner of (Property) and the City of			
This Construction Access Agreemen	t (Agreement) is entered into as of, by and			

Exhibit A: Description of Construction Activities

[Detailed description of the access area and construction activities on the Property.]

The City of Ketchum will extend the pavers being installed on Main Street between River and 1st streets totaling 33 square feet onto the private property of Aspen Skiing Company's Limelight Hotel as shown in attached drawings.











