



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Aug 13, 2026 Staff Member/Dept: Robyn Mattison, City Engineer

Agenda Item: Recommendation to Right-of-Way Encroachment Agreement #27026 between the City of Ketchum and Rachelle Marie DeLong Separate Property Trust.

Recommended Motions:

I move to authorize the Mayor to sign Right-of-Way Encroachment Agreement 27026 between the City and Rachelle Marie DeLong Separate Property Trust.

Reasons for Recommendation:

- The Rachelle Marie DeLong Separate Property Trust is the owner of 580 E. 5th Street. The owner proposes to replace the existing asphalt walkway and driveway entrances with pavers in the right-of-way of 5th Street and Walnut St.
- The improvements will not impact the use or operation of E 5th St or Walnut Ave.
- The improvements will not impact drainage or snow removal within the public right-of-way.
- The project complies with all standards for Right-of-Way Encroachment Permit issuance specified in Ketchum Municipal Code §12.12.060.

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

Pursuant to Ketchum Municipal Code §12.12.040.C, a Right-of-Way Encroachment Permit is required for any permanent fixture or structure encroaching into the public right-of-way. The accompanying Right-of-Way Encroachment Agreement is designed to protect the City in the event that the proposed encroachment requires repair, relocation, or removal. The standards for issuing a Right-of-Way Encroachment Permit, as outlined in Ketchum Municipal Code §12.12.060, are met by the proposed encroachment in the E 5th St & Walnut Rd right-of-way.

Sustainability Impact:

None OR state impact here: None

Financial Impact:

None OR Adequate funds exist in account: None

Attachments:

- Right-of-Way Encroachment Agreement 27026 with Exhibit "A"

WHEN RECORDED, PLEASE RETURN TO:

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

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 27026

THIS AGREEMENT, made and entered into this ____ day of ____, 2026, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and Rachelle Marie DeLong Separate Property Trust (collectively referred to as "Owner") whose mailing address is 306 Knob Hill Ave Redondo Beach CA 90277.

RECITALS

WHEREAS, Owner is the owner of real property located at 580 E. 5th Street and legally described as Ketchum Lots E 75' OF 7 & 8 BLK 45 8,258 SF ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit placement of a paver walkway and paver driveway entrance within the right-of-way on E. 5th Street and a paver driveway entrance within the right-of-way on Walnut Ave. 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 street 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 paver walkway and paver driveway entrances identified in Exhibit "A" within the public right-of-way on 580 E. 5th Street, until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.

2. Owner shall be responsible for the maintenance of said Improvements and shall initiate repairs of said Improvements within 48 hours upon notice from Ketchum that repairs are needed, and shall thereafter diligently pursue completion of such repairs; provided that actual commencement and completion of repairs shall be subject to the reasonable availability and scheduling of qualified contractors. 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 landscaping that is altered due to the construction and installation of the improvements, to existing conditions 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. Successors and Assigns - This Agreement shall be binding upon and inures to the benefit of each of the parties hereto and their respective successors and assigns.

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

13. 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: _____
Rachelle Marie DeLong
Trustee of the Rachelle Marie DeLong
Separate Property Trust

By: _____
Peter Prekeges
Its: Mayor

STATE OF _____,)
County of _____,) ss.

On this _____ day of _____, 2026, before me, the undersigned Notary Public in and for said State, personally appeared Rachelle Marie DeLong 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 _____

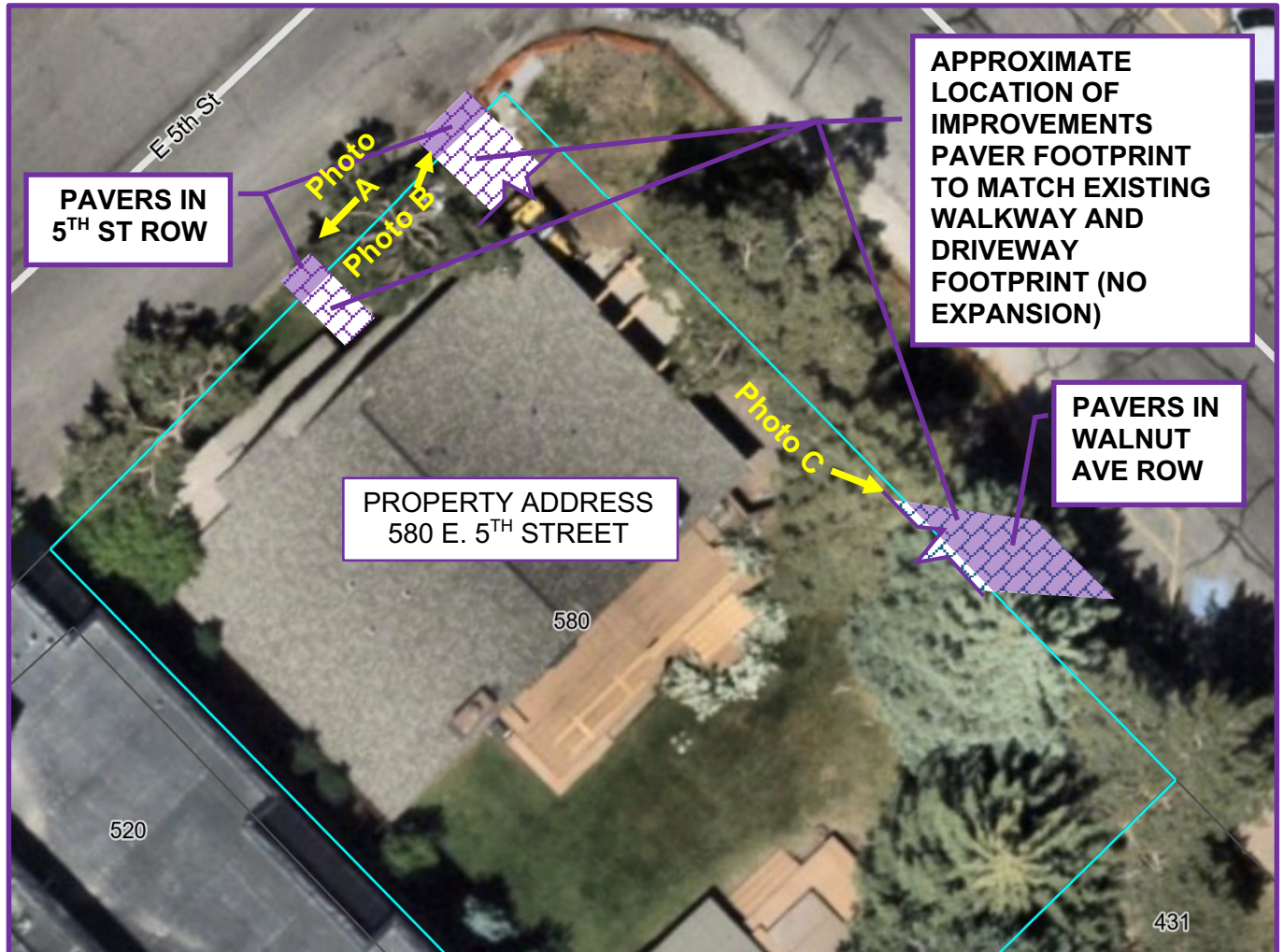
STATE OF _____,)
) ss.
County of _____.)

On this ____ day of _____, 2026, before me, the undersigned Notary Public in and for said State, personally appeared PETER PREKEGES, 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 affixed my official seal the day and year first above written.

Notary Public for _____
Residing at _____
Commission expires _____

EXHIBIT "A"



Aerial image from Blaine County GIS; 2026 Nearmap
Figure annotated with purple textboxes by City Engineer Robyn Mattison to clarify improvements included in Right-Of-Way Encroachment Agreement No. 27026

Photo A

FRONT WALKWAY ON 580 E. 5TH STREET



Photo with annotation provided by applicant.

Photo B

CURRENT PHOTO'S OF DRIVEWAY ON 5TH STREET



Photo with annotation provided by applicant.

Photo C

DRIVEWAY WALNUT AVE

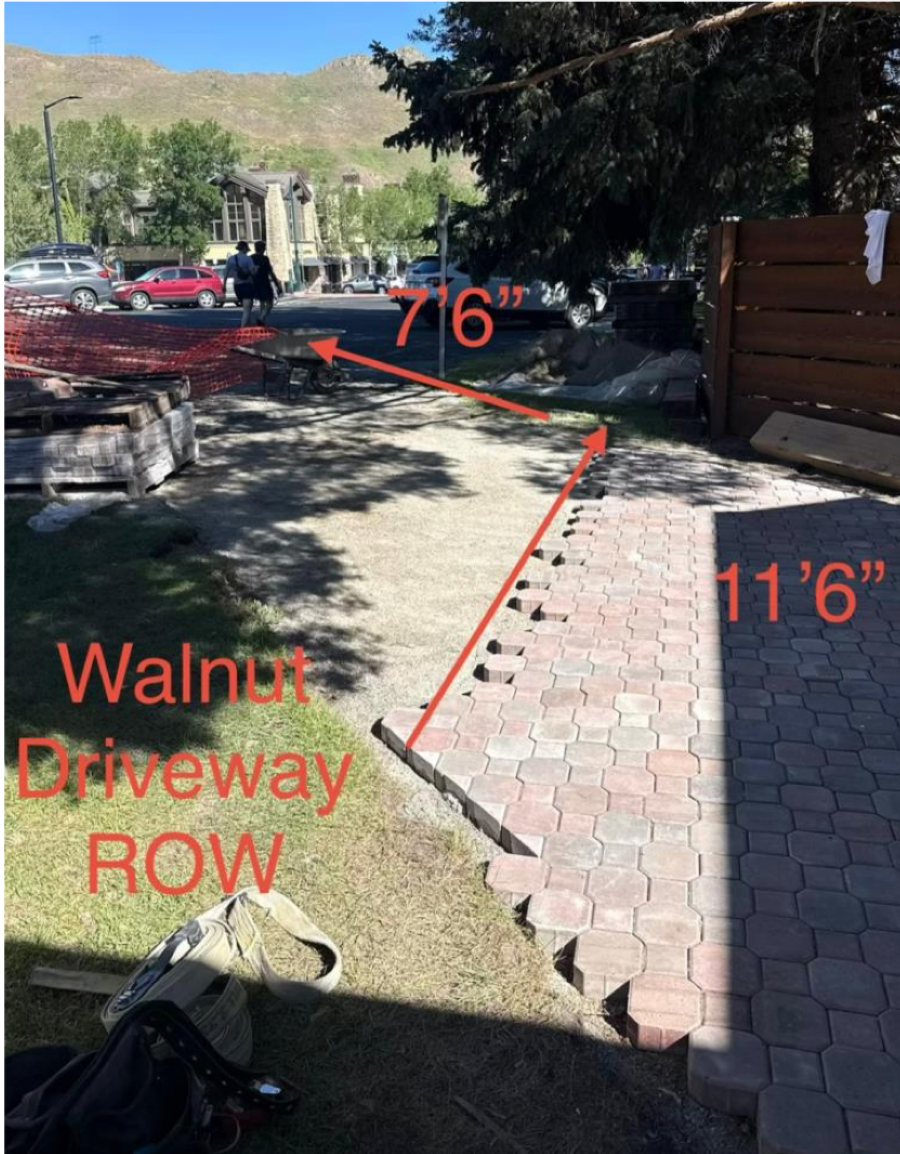


Photo with annotation provided by applicant.