



City of Ketchum

August 3, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Direction to staff on Right-of-Way Encroachment Agreement 20494 with Idaho Power for undergrounding power lines in the city right-of-way and associated city funding.

Recommendation and Summary

Staff is seeking direction from Council on encroachments associated with the undergrounding of power lines beginning at 7th St. and extending south of 8th St. in the alley west of Warm Springs Road and if the City approved funding for the project be revised.

In July 2019 the Council reviewed and approved funding for undergrounding all the powerlines and for the infrastructure to be placed on private property (Attachment A). Not all the property owners agreed to participate in the undergrounding therefore not all the power lines will be placed underground. Four new poles and two existing poles are proposed to be installed above grade in city right of way to service the properties that are not participating.

The proposed work in the City's alley right-of-way includes:

- The removal of 2 power distribution poles on the west side of the alley
- The installation of two new 45' tall distribution poles and guy wires to continue supporting the overhead power distribution lines north and south of the project
- The installation of two new 35' tall service poles to provide overhead services to the private residences at 271 and 731 Warm Springs
- The continued use of the existing 35' tall poles providing private service to 791 Warm Springs and 231 Washington Ave.
- The installation of over 815' of new underground conduits within the alley
- The undergrounding of over 330' of power distribution lines

The project as presented to the Council for funding and approved was for underground of all power poles servicing properties in the project area. Staff is seeking Council direction on how to proceed given the four new and two existing above grade power poles that are now proposed as part of this project.

Council has several options:

- Not allow any above grade infrastructure to be placed in the city right of way. All above grade infrastructure should be located on private property or underground. Allow underground infrastructure to be placed in the city right of way.
- Approve the four new poles and two existing poles to be located in the right of way along with the underground infrastructure.

- The city funding was to support the undergrounding of all the properties and location of the infrastructure on private property. Council should consider if the city contribution should be reduced in light of the changes to the project.

There are two motions the Council can consider depending on the direction:

Motion A:

"I move to authorize the Mayor to sign Encroachment Agreement 20494 with Idaho Power and funding as determined at the August 3, 2020 Council meeting. No encroachment for above grade infrastructure shall be permitted in the city right of way.

Motion B:

"I move to authorize the Mayor to sign Encroachment Agreement 20494 with Idaho Power to allow for above grade infrastructure to be located in the city right of way. City funding will remain as agreed to in July 2019.

Background

City code requires a right-of-way encroachment permit for any permanent encroachment in the public right-of-way. These agreements are intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair or relocation of the encroachment.

Since 2016, individual can request city funding to assist with the engineering and construction cost associated with undergrounding power lines. The City and KURA have approved funding for a portion of the project relocation costs as outline below.

City Funding: \$30,319

KURA Funding (Max): \$24,000

City has been working to remove power poles from alleys throughout the city. Though the City currently does not maintain this alley there have been inquiries about the City maintaining the alley as properties develop. The addition of poles in the 20' alley right-of-way would further impede maintenance and circulation in the alley.

The City agreed to provide \$30,139 of funding which was 25% of the full costs for undergrounding and require all infrastructure associated with the undergrounding to be located underground and on private property.

Financial Impact

There are no additional financial impacts to the City budget resulting from approval or modification of the encroachment agreement or funding request.

Attachments:

Exhibit A: July 15, 2020 Staff Report

Exhibit B: Encroachment Agreement 20494



City of Ketchum

July 15, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Direction To Staff on Funding Request for Undergrounding Power Lines

Recommendation and Summary

Staff is seeking direction from Council on a request to fund the construction to underground power lines on the north of 7th Street to just north of 8th Street in the alley between Washington Avenue and Warm Springs Road, (Attachment A).

- In 2016 the City Council established a process and prioritization for contributing city funding assistance for undergrounding power lines. The City Council would consider requests for funding.
- There is currently \$180,000 in city funding available for underground projects.
- In May 2018 the City Council authorized a 25% contribution (approximately \$760) for the engineering study.

Should the Council decide to fund this request, the following motion would apply:

I move to authorize funding up to (Council decides the amount) for construction of undergrounding power lines north of 7th Street to just north of 8th Street in the alley between Washington Avenue and Warm Springs Road and require all infrastructure associated with the undergrounding to be located underground and on private property.

Introduction and History

In May 2016 the City Council identified the available funding and process for city participation in undergrounding power requests. The Council further clarified the funding priorities in December 2016 that are outlined in the undergrounding application (Attachment A). Since 2016, individuals can request city funding to assist with the engineering and construction. Typically, undergrounding projects consist of two parts, the first is an engineering analysis to design and identify project cost, and the second is the construction work.

Analysis

The proposed work spans two zoning districts, Community Core and Light Industrial (Attachment B). The priority areas approved by the City Council in 2016 were identified as:

1. Community Core
2. Tourist
3. All Residential Zones

City guidelines identify a 25% city cost share for the engineering study for projects in the community core, tourist and residential zones. For construction, the city cost share is 25% for projects in the Community Core

and Tourist Zones and 10% for projects in residential zones. The applicant is requesting \$30,139, 25% of the full cost for undergrounding all the utilities. The following outlines the funding request for this application:

Idaho Power Undergrounding Costs:	\$105,546
Cox Communications Costs	\$ 6,053
Century Link Costs	<u>\$ 8,956</u>
Total	\$120,555

At the July 1 meeting the Council reviewed the funding request and additional information was requested. The following provides additional information.

Cost of undergrounding Cox and Century Link infrastructure. According to Idaho Power, both Cox and Century Link rent space on the Idaho Power poles. When there is an undergrounding project, the other utilities are responsible for handling their infrastructure. Costs for undergrounding the other utilities has occurred in different ways. Either the utility pays the cost since it is their equipment and infrastructure, this occurred as part of the undergrounding on 5th Street, or, the utility and requestor negotiate the cost sharing, this occurred with the undergrounding associated with the Trail Creek LLC project. Based on this information, it is a policy decision of the Council whether to provide funding assistance to underground the other utilities.

Proposed Work. The application is for underground the power poles, however, Idaho Power has designed the project to include two new power poles to be installed at the north and sound ends of the alley. This is problematic because this will narrow the alley and impede maintenance and circulation in the alley. The City has been working to remove power poles from alleys throughout the city. The project can be designed to underground these two poles. Staff recommends the City funding be conditioned to require all improvements associated with this project be underground and located on private property.

Financial Impact

There is currently \$180,000 budgeted toward city participation in undergrounding projects. Should this request be approved, there would be no financial impact.



City of Ketchum

OFFICIAL USE ONLY
Date Received:
By:
Approved Date:
By:

Application for City Funding for Electric Facility Undergrounding Projects

Submit complete application to City of Ketchum, Administration, P.O. Box 2315, Ketchum, ID 83340 or hand deliver to Ketchum City Hall, 480 East Ave., N., Ketchum.

PROJECT INFORMATION	
Contact Name: Andrew Castellano	Mailing Address: PO Box 1180 Ketchum, ID 83340
Business Name:	Project Location: Alley between Warm Springs Road and Washington Ave, from north side of 7th Street to first telephone pole after 9th St (just north of Cox building)
Phone: (949) 280-1111	
Email: andy@earthshinefoundation.org	Project Zoning District: Commercial Core
<p>Project Description: (Provide a general description of the electric facility underground scope. Applicant may attach as many figures are necessary to describe the project scope.)</p> <p>Idaho power will underground the power lines that run along the alley between Warm Springs Road and Washington Ave, from north side of 7th Street to the first telephone pole after 9th St. Please see aerial photo included which shows the span to be placed underground. Please also see engineering drawing from Idaho Power showing exact design of project.</p> <p>Idaho power will place one new telephone pole on the north side of 7th Ave to take the lines underground. The existing pole just north of the Cox Communications building will be used to come back above ground. Several poles will be removed between 7th and 8th streets.</p> <p>One transformer will need to be placed on private property between 7th and 8th streets.</p> <p>In addition to the power lines, the Cox Communication and Century Link data lines will be placed underground at the same time.</p>	
Funding Request: <input type="checkbox"/> Planning <input checked="" type="checkbox"/> Construction	Total Project Cost: \$ 120,556.12 Requested Amount: \$ 30,139.03 Percent of Total: 25 % Other Funding Sources Amount: \$ Unknown Source: KURA Amount: \$ Balance Source: Property owner's affect by project Amount: \$ _____ Source: _____ (attach separate sheet if necessary)

Application for City Funding for Electric Facility Underground Projects

SUPPLEMENTAL QUESTIONS (provide additional sheet if more space is needed)

Is the project beneficial to multiple properties? If so, please explain in detail.

Yes. There are ten properties that back up to these powerlines. The powerlines are unsightly, inhibit views, pose a safety issue, and restrict building envelopes. Undergrounding will improve all ten of these lots, which we believe will spur further investments in the neighborhood by current and future property owners.

In addition, this project will benefit the whole community by removing a big obstacle to investment in the downtown community core area. One of example of this is the project planned at my own property (760 Washington Ave). We designed a building which would house commercial office space, an affordable housing unit, a primary residence and a guest apartment. Unfortunatley, the building can not be constructed as designed, because of building restrictions due to the high votage wires that hang over our lot. Undergrounding the power lines would allow us to go ahead with this planned \$3M investment in the downtown core. Other owners on our street will face the same limitations when they attempt to invest further in their own properties.

Another example is the lot immediatley behind us, which fronts Warm Springs Road. This lot was listed for sale, but recently taken off the market and still sits vacant. I believe that this property would be much more likely to sell (leading to potential development) without the rats nest of power lines obscuring it's view of Bald Mountain.

Will the project improve view corridor for visitor & resident experience? If so, please explain.

Yes. Views of Bald Mountain from Warm Springs Road, 8th St. and Main St/Hwy 75 will be improved for visitors and residents.
Views toward Bald Mountain from lots on Warm Springs Road will be dramatically improved.
Views to the East from lots on Washington Ave will be dramatically improved.
And, the character of the town will be improved for all!

OFFICIAL USE ONLY:

Applicant certifies that he/she has read and examined this application and that all information contained therein is true and correct.

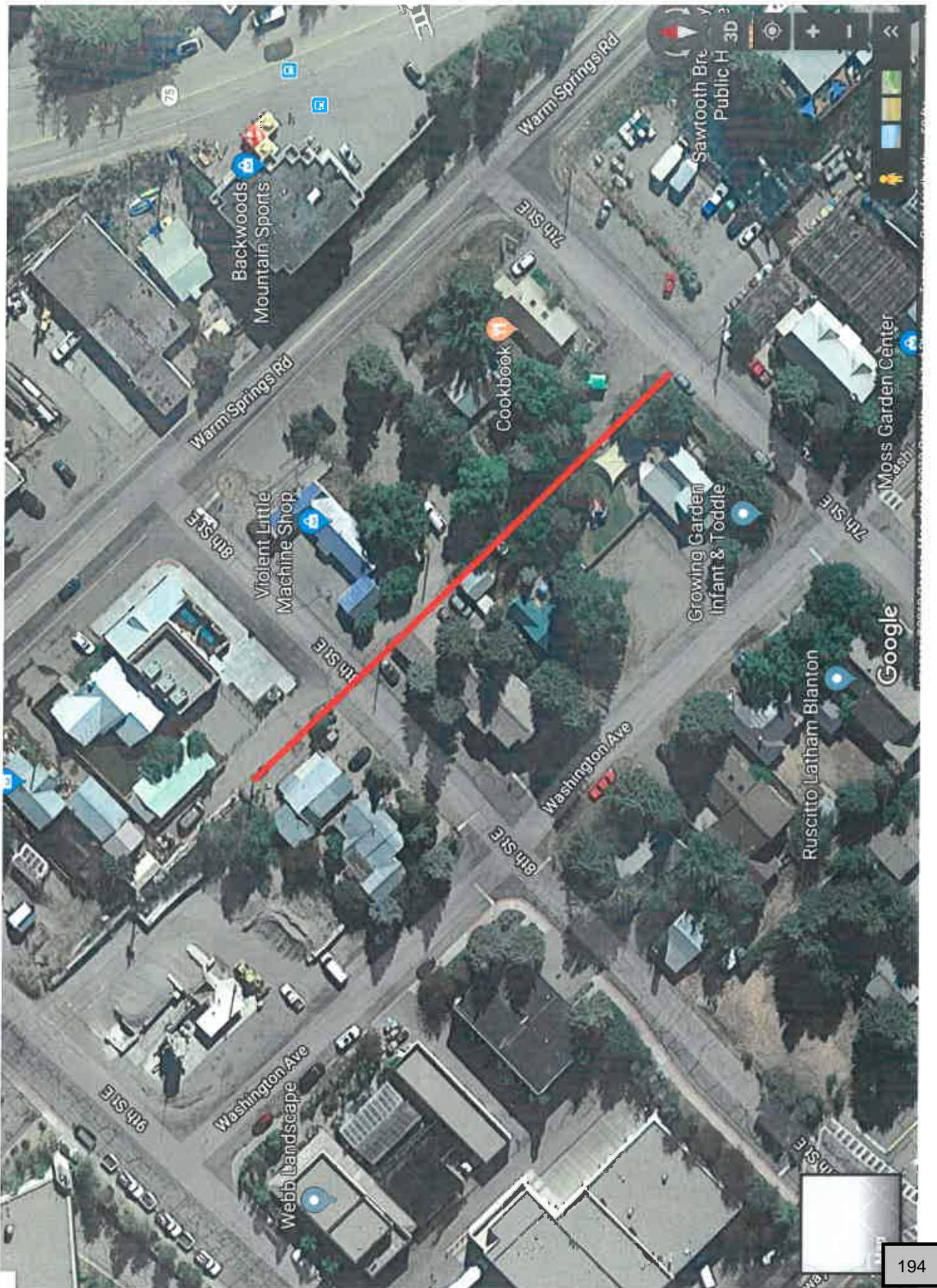

Applicant Signature

6/17/19
Date

949-280-1111
Phone

andy@earthshinefoundation.org
Email

Requests will be brought to Ketchum City Council for consideration.





CUSTOMER COST QUOTE IDAHO

Customer or Project Name: CASTELLANO RESIDENCE-760 N WASHINGTON, KET; OH TO URD RELOCATION

Construction Costs

Net Line Installation Cost	\$210
Unusual Conditions	
Unusual Conditions	\$33,767
Unusual Conditions Bank Letter of Credit (Only for over \$10,000)	\$0
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Net Unusual Conditions	\$33,767
Net Terminal Facilities Cost	\$3,392
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Total Construction Costs	\$37,369
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Other Costs/Credits	
Prepaid Fees (Engineering, Permits & Rights of Way)	\$2,812
Other Charges (Engineering, Permits, Services, Relocation)	\$975
Salvage of facilities Relocation or Removal	\$67,202
Miscellaneous Charges/Adjustments	\$0
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Total Other Costs/Credits	\$68,177
<hr/>	
Vested Interest	
Vested Interest Charge	\$0
<hr/>	
Total Customer Payment Due Prior to Construction Scheduling	\$105,546

Notes:

Notice: This Customer Cost Quote shall be binding on both Idaho Power Company ("Idaho Power") and Customer for a period of sixty (60) days from the quoted date indicated below, subject to changes in information provided by Customer or changes in Idaho Power's ability to obtain satisfactory rights-of-way or to comply with governmental regulations, including but not limited to the rules, regulations, and tariffs of the Idaho Public Utilities Commission ("IPUC") and the Public Utility Commission of Oregon ("OPUC"). Customer must make payment of the quoted amount not less than thirty (30) days prior to the start of the construction work set forth in this agreement ("Work"). However, Idaho Power does not represent or warrant that the Work will commence within 30 days of receipt of payment. The start of the Work is subject to Idaho Power's ability to obtain the necessary labor, materials and equipment.

Internal use			Page 1 of 3
Service Request Number	Work Order Number:	Design Number:	Version:
00424593	27513684	0000133452	001

By Initialing below, Customer acknowledges and agrees to the following:

- ✓ **Customer initials** Charges for relocation, transfer or removal of non-Idaho Power equipment attached to Idaho Power facilities are not included in this Customer Cost Quote. It is the Customer's responsibility to coordinate this work with the affected utility. All charges associated with this work are the responsibility of the Customer. For utility contact information, please call 208-388-2886
- ✓ **Customer initials** Charges for installation of underground electrical service are not included in this Customer Cost Quote and will be billed to the customer on the first month's power bill after service installation has been completed.
- ✓ **Customer initials** The Customer has received the Underground Residential Conduit Installation brochure/packet or will access the packet available online at:
<https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/UGResConduitInstall.pdf>
- ✓ **Customer initials** **Final Grade:** Customer understands that as of the above-named project will be ready for facilities to be installed by Idaho Power. All roadways and cable routes must have all grading and sub grading completed by this date. The project must be properly referenced and have grade stakes installed at all Idaho Power device locations and as might be necessary to establish proper elevations and burial depths for Idaho Power facilities. The Customer will be responsible for the total cost of damage to Idaho Power facilities resulting from any subsequent changes in property, any needed relocation, repair, or lines, lot lines, elevations, grades, excavations, or profiles causing property any needed relocation, repair, or lines, lot lines, elevations, grades, excavations, or profiles causing improper locations or burial depths of above-ground equipment, below-ground equipment, cable, or conduit.
- ✓ **Customer initials** **Unusual Conditions:** As defined in Idaho Power's line installation tariff, Rule H, Unusual Conditions are construction conditions not normally encountered, but which Idaho Power may encounter during construction which impose additional, project-specific costs. These conditions include, but are not limited to: frost, landscape replacement, road compaction, pavement replacement, chip-sealing, rock digging/trenching, boring, nonstandard facilities or construction practices, and other than available voltage requirements. The total cost for all Unusual Conditions, in connection with the work as set forth on this Customer Cost Quote will be based on the actual costs incurred by Idaho Power related to the conditions encountered during performance of the Work. Upon completion of all Work, Idaho Power will refund to Customer any Unusual Conditions amount set forth on this Customer Cost Quote sheet but, not incurred by Idaho Power.

Prior to commencement of the work, Customer shall identify for Idaho Power the location of all underground pipes, lines, and other facilities (collectively, the "Underground Lines") that may be on Customer's property where Idaho Power is working. Customer agrees to be responsible for identification and location of all Underground Lines and shall indemnify, defend, reimburse and hold harmless Idaho Power and its successors and their respective directors, officers, members, employees, representatives and agents for, from, and against any and all claims, liabilities, losses, damages, expenses, suits, actions, proceedings, judgement and costs of any kind (collectively, "Damages"), whether actual or merely alleged and whether directly incurred or from a third party, arising out of or relating to Customer's failure to properly or adequately identify and locate the Underground Lines, except to the extent finally determined by a court of law that such Damages resulted from the gross negligence or willful misconduct of Idaho Power, its agents, subcontractors, employees, officers or directors.

Internal use			Page 2 of 3
Service Request Number	Work Order Number	Design Number	Version
00424593	27513684	0000133452	00

The Customer acknowledges Idaho Power's Rule C (Service and Limitations), Section 7 (Right of Way) on file with the IPUC or OPUC: "The Customer shall, without cost to Idaho Power, grant Idaho Power a right-of-way for Idaho Power's lines and apparatus across and upon the property owned or controlled by the Customer, necessary or incidental to the supplying of Electric Service and shall permit access thereto by Idaho Power's employees at all reasonable hours." By signing this Customer Cost Quote, Customer grants to Idaho Power a perpetual right-of-way over the Customer's property for the installation, operation, replacement and maintenance of power facilities to provide electrical service to the Customer and any future owners of the Customer's property.

Construction Costs available for refund

(Vested Interest limited to 5 years or 4 additional applicants) \$0
Total Customer Payment Due **\$105,546**
 Total Customer Payment Due Prior to Construction Scheduling

Please sign and return all relevant forms along with the amount stated on the Customer Cost Quote to:

IDAHO POWER COMPANY
 PO Box 3909
 Hailey, ID 83333

Customer Signature _____ Date _____

Idaho Power Representative *Cyneli Bradshaw* Quote Date 4/9/19

Internal use			Page 3 of 3
Service Request Number:	Work Order Number:	Design Number:	Version:
00424593	27513684	0000133452	001

5/28/2019

Andy Castellano
Andy Castellano
Ketchum, Idaho, 83353

Re: CR-6521|760 N Washington St

To Whom It May Concern,

Your set of 100% design stage plans on the above referenced project have been reviewed. Please accept this letter as means for replying to your conflict review request.

Response: Facilities located within project limits - requires relocation. Related CR-6521

Cox Communications, Inc. Facilities: Facilities are located on plans - exact locations not affirmed.

The following is a breakdown of the costs associated:

All payments shall be made to: **COX Communications**

Materials:	\$
Labor:	\$ 4237.64
Design/Engineering:	\$ 1816.13
Total project cost:	\$ 6053.78

Send check to: **COX Communications**
Attn: CSSS (Construction Support)
11811 E. 51st St.
Tulsa, OK 74146

A minimum of 90 day advance notice is required by Cox Communications to relocate their facilities.

Immediately notify Cox Communications Engineering Department of any discrepancies or conflicts determined subsequent to this plan review depending on circumstances of this particular project. If offsite improvement plans are not already submitted, please consider this a request to submit for conflict review. Allow a minimum of 45-days to resolve undetermined conflicts that arise as a result of the construction of this project. All costs to relocate shall be at the expense of the developer/customer. When crossing Cox Communications facilities the contractor shall pothole to determine depth and maintain a minimum of 12 inches of vertical and horizontal separation from the proposed facility. Support and protect all Cox Communications facilities during construction. Cox Communications does not maintain installation records of customer drops that may conflict with this project. Notify Cox Communications Engineering Department of all utility coordination meetings, pre-construction meetings and construction schedules including the anticipated construction start date.

All data contained in this clearance letter was based on information available at the time of its preparation. Cox Communications neither encourages reliance on, nor warrants, the location of underground utilities drawn in the project plans or the accuracy of Cox system prints. Avoid unnecessary damages and call 811 before digging or trenching. Contacting 811 for location of Cox Communications facilities must be completed prior to any construction and failure to do so may result in City, State, and/or Federal violations.

If you have any questions or require additional information, please contact our Corporate Traffic Management center at natlconsttraffictgmtteam@cox.com.

Sincerely,

Cox Communications' Construction Engineering Team



Andrew Castellano <andy@earthshinefoundation.org>

Castellano Relocation - 760 Washington Ave, Ketchum

2 messages

Sorenson, Tenille <Tenille.Sorenson@centurylink.com>

Fri, May 17, 2019 at 11:09 AM

To: "andy@earthshinefoundation.org" <andy@earthshinefoundation.org>

Good Morning Andrew~

Cyndi Bradshaw with Idaho Power informed me that you have a project to construct a new home at 760 Washington Ave, in Ketchum. She said that you have requested a quote for the relocation of the existing overhead facilities to be relocated underground. I have worked up the quote for CenturyLink's relocation of facilities to be included in the Idaho Power joint trench design.

Below is the quote to relocate CenturyLink's facilities from the existing overhead to underground. This quote is only valid for 30 days.

Material: \$1,463.66

Labor: \$7,492.68

Total: \$8,956.34

If the charges are agreed upon and you would like CenturyLink to perform the work then an official contract will be sent out from our special construction group for billing. After the contract has been requested, you should receive the contract within 48 hours via the requested email address. The contract will need to be signed and returned with the payment to the address on the cover page included with the contract email. Once engineering has been notified of payment from our BART department, the project will be designed and sent to construction. CenturyLink has 30 days from the date of contract signage, to complete the work, barring delays beyond control, i.e., weather, permits, back ordered material.

No engineering or construction work can be started until all charges are paid. If you would like to proceed please provide the following information.

Billing Customer Information

Attention To:

Customer Name:

Address

City:

State and Zip Code:

Telephone Number:

Cell Phone Number:

Fax Number:

Email Address:

Customer Contact Preference: Email, Fax, or US Mail (This will be how you would like to receive the bill)

In the meantime if you have any questions or concerns please let me know.

Regards,

Tenille Sorenson

CenturyLink Engineer II

216 S Park Ave. W

Twin Falls, ID 83301

Tel: 208.733.0278 | Fax: 208.736.8755

Tenille.Sorenson@CenturyLink.com

This communication is the property of CenturyLink and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

Andrew Castellano <andy@earthshinefoundation.org>
To: "Sorenson, Tenille" <Tenille.Sorenson@centurylink.com>

Fri, May 17, 2019 at 12:45 PM

Thank you very much. I am just waiting for the final quote from Cox before we can proceed.

Best,
Andy

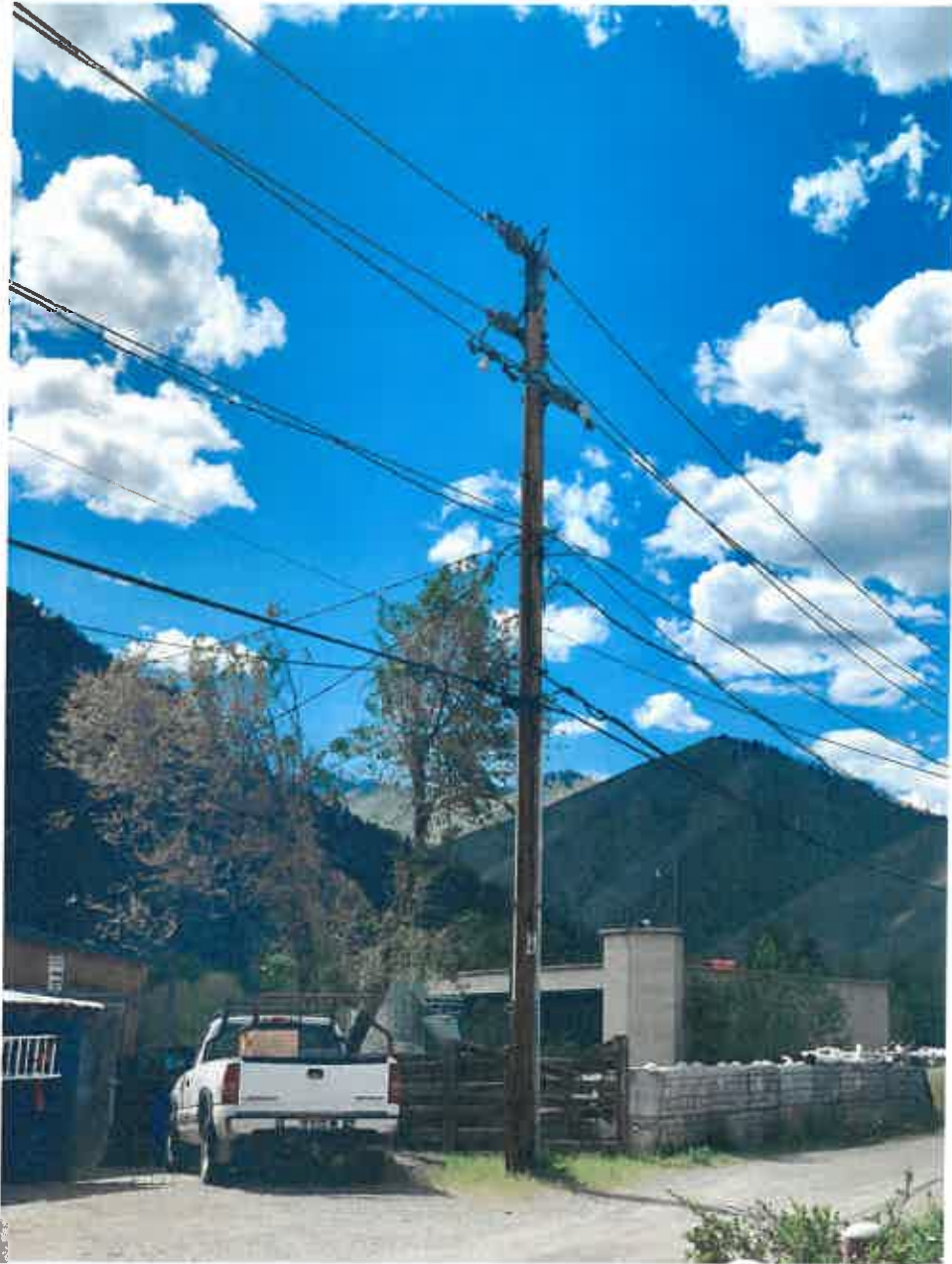
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VIEW LOOKING SOUTHWEST DOWN 8TH STREET



VIEW LOOKING SOUTHEAST FROM 8TH STREET



VIEW LOOKING WEST FROM 8TH STREET



VIEW FROM LOT AT 760 WASHINGTON AVE



**City of Ketchum
Public Works**

Application for City Funding for Electric Facility Undergrounding Projects Information Sheet

Idaho Power Franchise Fee

In November 2003 Ketchum residents approved an Idaho Power franchise fee increase from one percent to three percent for the purpose of undergrounding overhead electric facilities. This application is for city funding of undergrounding projects initiated by the public.

Funding Available from City

Annual funding from the city will be capped at a maximum of 25% of the annual franchise fee revenues, however city council will have the ability to increase the funding by allocating unused funds rolled over from a previous year.

The maximum amount of city funding that can be allocated to projects depends on the zone in which the project is located. Since undergrounding electric facilities primarily benefits private property owners the maximum amount of city funding for a project is 25%. The remaining amount of funding for the project must come from other sources, such as private funding or through a Local Improvement District (LID) or Business Improvement District (BID) initiated by petition. Table 1 shows the maximum city funding for an electric facility undergrounding project by zone.

Table 1 –Maximum City Undergrounding Funding

Zone	Idaho Power Study/Design		Construction	
	Max City Funding*	Other Funding	Max City Funding*	Other Funding
Community Core & Tourist	25%	75%	25%	75%
Residential	25%	75%	10%	90%

*City contribution would be limited to the percentage listed of the actual costs, or the percentage listed of the estimated cost at the time of annual budgeting, whichever is less. If actual construction costs exceed the estimated construction cost at the time of city budgeting the applicant would be required to cover cost increases through other funding.

Selection Criteria

In order to focus city funding in areas with the most visibility and impact to the public the city will prioritize undergrounding funding as follows:

1. Community Core
2. Tourist
3. All Residential Zones

Projects within each zone would be further prioritized based on the following criteria:

- Beneficial to multiple properties
- Improving view corridor for visitor & resident experience
- City infrastructure needs

Funding Process and Timeline

Applicants complete the attached application and submit the application to the city by February 1st. The application schedule would coincide with the city's annual budgeting schedule so that council can consider undergrounding requests along with other city infrastructure needs. The following graphic shows an annual schedule by which applications will need to be received by the city. Funding for the project(s) would not occur until the start of the following fiscal year and city funds would not be issued until the applicant has secured other funding for the projects.



Questions?

Applicants may contact Robyn Mattison, Public Works Director/City Engineer, for questions regarding this application process.



City of Ketchum
Public Works

OFFICIAL USE ONLY	
Date Received	4/16
By	Grant/Sucomaru
Approved Date	
By	

Application for City Funding for Electric Facility Undergrounding Projects

Submit complete application to City of Ketchum, Public Works Department, P.O. Box 2315, Ketchum, ID 83340 or hand deliver to Ketchum City Hall, 480 East Ave., N., Ketchum. If you have questions, please contact Public Works Director Robyn Mattison at rmattison@ketchumidaho.org or (208) 727-5080.

PROJECT INFORMATION		
Contact Name: <u>Andrew Castellano</u>	Mailing Address: <u>PO Box 1180</u> <u>Ketchum, ID 83340</u>	Project Location: <u>Alley between Washington &</u> <u>Warm Springs from 7th St.</u> <u>to 9th St.</u>
Business Name:		
Phone: <u>949-280-1111</u>		
Email: <u>andy @ earthshine foundation. org</u>	Project Zoning District: <u>Commercial Core</u>	
Project Description: (Provide a general description of the electric facility underground scope. Applicant may attach as many figures are necessary to describe the project scope.)		
<p>Power lines to be undergrounded from North side of 7th St to South side of 9th St. Ten or fewer properties to be reconnected to underground service (several may already be underground along 8th St.)</p> <p>Two transformers (pad mount) to be installed on private property on 700 block and two on 800 block.</p>		
Funding Request:		
<input checked="" type="checkbox"/> Planning	Total Project Cost: <u>\$ 3,034</u>	
<input type="checkbox"/> Construction	Requested Amount: <u>\$ 758</u>	Percent of Total: <u>25</u> %
	Other Funding Sources	
	Amount: <u>\$ Unknown</u>	Source: <u>KVRA (hopefully)</u>
	Amount: <u>\$ Balance</u>	Source: <u>Self and any neighbors that want to help</u>
	Amount: <u>\$</u>	Source: _____
	(attach separate sheet if necessary)	

Application for City Funding for Electric Facility Underground Projects

SUPPLEMENTAL QUESTIONS (provide additional sheet if more space is needed)

Is the project beneficial to multiple properties? If so, please explain in detail.

Yes. There are approximately 16 properties that back up to these powerlines. The powerlines are unsightly, inhibit views and restrict building envelopes. Undergrounding will improve every lot on these two blocks, which we believe will spur further investments in the neighborhood by current or future property owners (including us).

Will the project improve view corridor for visitor & resident experience? If so, please explain.

Yes. Views of Bald Mountain from Warm Springs Road, 8th St. and Main St/Hwy 75 will be improved for visitors and residents.
Views from lots on Warm Springs toward Bald Mountain will be dramatically improved. Views to the East from lots on Washington will be dramatically improved.
And, the character of the town will be improved for all!

OFFICIAL USE ONLY:

Applicant certifies that he/she has read and examined this application and that all information contained therein is true and correct.


Applicant Signature

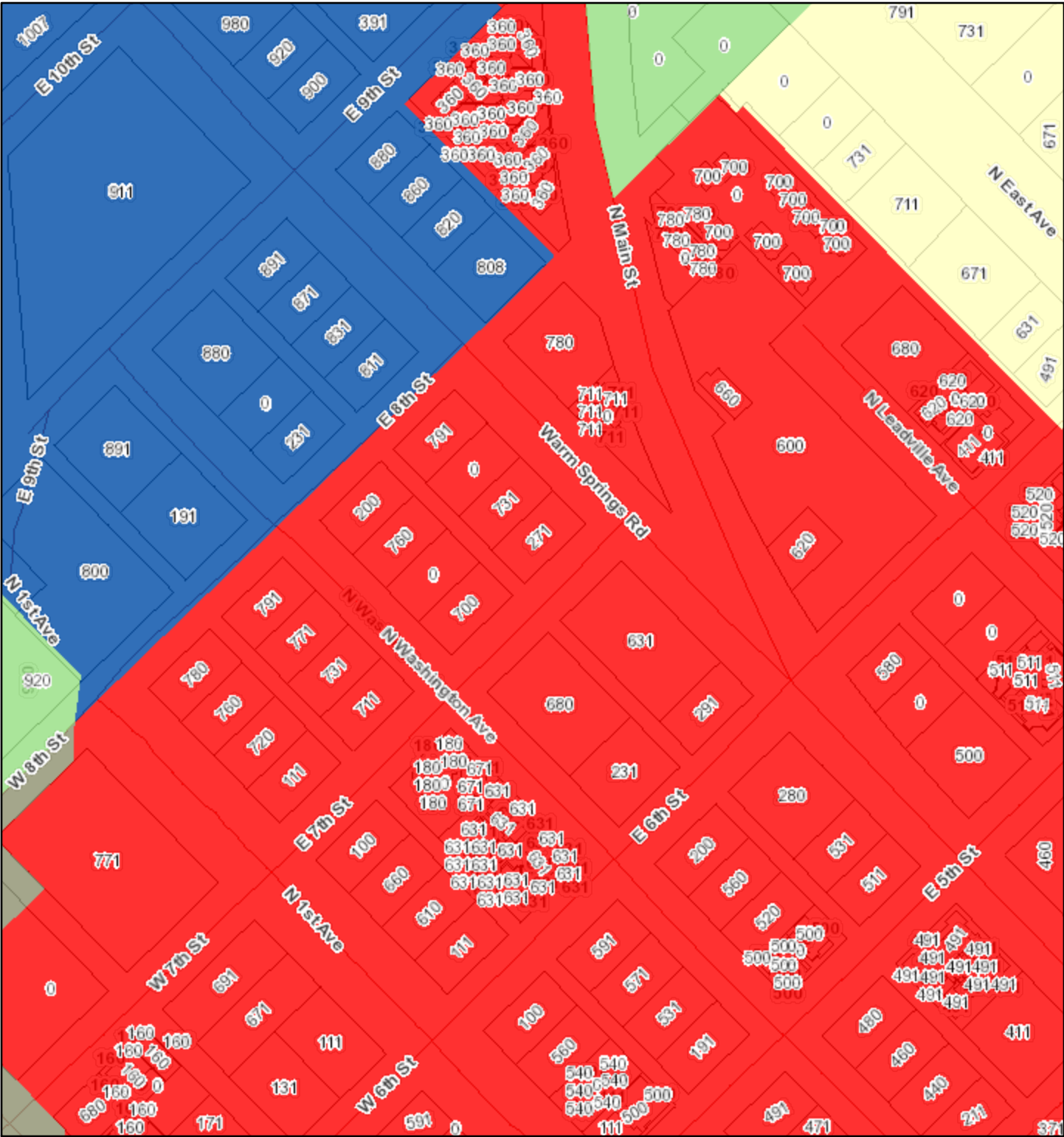
4/10/18
Date

949-280-1111
Phone

andy@earthshinefoundation.org
Email

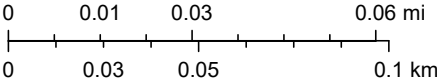
Requests will be brought to Ketchum City Council for consideration.

Ketchum Information Map



June 24, 2019

1:1,987



City of Ketchum, Blaine County

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 20494

THIS AGREEMENT, made and entered into this ____ day of ____, 2020, by and between _____, representing IDAHO POWER COMPANY, (collectively referred to as "Owner"), whose address is 1221 West Idaho St., Boise, ID 83702 and the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho.

RECITALS

WHEREAS, Owner wishes to permit placement of power poles and underground electrical power lines in the public alley right-of-way between 7th St. and 8th St. west of Warm Springs. 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 power infrastructure identified in Exhibit "A" within the public alley right-of-way between 7th St. and 8th St. west of Warm Springs, until notified by Ketchum to remove the same.

2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed.

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 vault, 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. Subject to Section 13 below, 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 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.

13. Notwithstanding any other provision of this Agreement, this Agreement shall be subject in all respects to the terms of the Franchise Agreement between Owner and Ketchum set forth in Ketchum Ordinance No. 1092 adopted by Ketchum on May 7, 2012, as such Franchise Agreement may be amended, extended or replaced by a new franchise agreement in

the future (“Franchise Agreement”), and in the event of any conflict or uncertainty between the terms of this Agreement and the Franchise Agreement, the Franchise Agreement shall control.

EXHIBIT "A"

UNDERGROUND CABLE NOTES										
POINT NUMBER	FROM	TO	CONDUCTOR CU	CABLE SIZE	CABLE LENGTH	TRENCH LENGTH	CONDUIT CU	CONDUIT SIZE	CONDUIT LENGTH	COMPACTION LENGTH
1	EX SPARE	X32				-	DDB4	4	215	-
1	X32	X50	DCP1K3	1100-3	415	335	DDB6	6	335	SLURRY
3	AC44	PRI STUB				20	DDB2	2	20	SLURRY
3	CC66	AC44	DCP10	1/0 A	225	210	DDB2	2	210	-
3	AC44	SECD STUB					DDB3S	3	60	
4	AC44	AC44A	D3SC35	350TxS	120	110	DDB3S	3	110	-
5	AC44	#791	D3SC35	350TxS	95	65	DDB3S	3	65	SLURRY
6	AC44	#731	D3SC35	350TxS	50	20	DDB3S	3	20	-
7	AC44	#271	D3SC35	350TxS	115	75	DDB3S	3	75	SLURRY

AØ			BØ			CØ		
STND OFF	SPARE	UTF36	STND OFF	SPARE	UTF36	STND OFF	SPARE	UTF36
STND OFF	CC88	CC88	STND OFF	SPARE	CC88	STND OFF	SPARE	CC88
STND OFF	SPARE	SPARE	STND OFF	SPARE	SPARE	STND OFF	SPARE	SPARE
STND OFF	SPARE	SPARE	STND OFF	SPARE	SPARE	STND OFF	SPARE	SPARE
STND OFF	SPARE	SPARE	STND OFF	SPARE	SPARE	STND OFF	SPARE	SPARE
STND OFF	SPARE	SPARE	STND OFF	SPARE	SPARE	STND OFF	SPARE	SPARE
STND OFF	SPARE	SPARE	STND OFF	SPARE	SPARE	STND OFF	SPARE	SPARE
STND OFF	SPARE	SPARE	STND OFF	SPARE	SPARE	STND OFF	SPARE	SPARE
STND OFF	SPARE	SPARE	STND OFF	SPARE	SPARE	STND OFF	SPARE	SPARE

CC66

EASEMENT REQUIRED

Date Obtained: _____
 To be Obtained: _____
 From _____



****TRANSFORMER AC44 MAY SHIFT TO SIT ON PROPERTY. WILL DEPEND ON EASEMENT. EASEMENT MUST BE COMPLETE PRIOR TO CONSTRUCTION SCHEDULING.****

No Avian Protection Restriction

NEW 45'CL4 POLE TO RELOCATE T29 TO AND DOWNGUYS TO HOLD TENSION.
 CONNECT EXISTING SECONDARY CONDUCTOR AND TRANSFER OVERHEAD SERVICE. NEW SOURCE WILL BE XFMR BANK NORTH.
 MTR #10875242 ON EAST
 MTR #10872734 ON WEST
 MTR #10875241 ON WEST

TRENCH AND INSTALL 2-6" CONDUITS, 1-4" CONDUIT AND 1-2" CONDUIT.
 4-3" CONDUITS TO BE INSTALLED IN ALLEY FOR RE-SERVING EXISTING POWER METERS.
 BOTH CENTURY LINK AND COX COMMUNICATIONS HAVE EQUIPMENT AND LINE ATTACHED BETWEEN THE POLES TO BE RELOCATED.

REMOVE THREE SPANS OF OH 795AAC & 336AAC NEUTRAL SN.

REMOVE TWO SPANS OF OVERHEAD #2TXS BETWEEN OH 50KVA AND T29 POLE.

NEW 35'CL5 SECONDARY POLES HERE.



Job Title: CASTELLANO RESIDENCE-760 N WASHINGTON AVE/KETCOH TO UG RELC		Feeder Map File Name: KCHM1401		Surveyed or GPS: GPS		FDR By: ----		Designer: CDC0468	
Additional Description: RELOCATE EXISTING OVERHEAD DISTRIBUTION FACILITIES TO UNDERGROUND		Qua: 1 Twn: 04N Rng: 17E Sec: 13 BM: BM		Joint Use Attachment: YES		Date: ----		Design No: 0000133452	
Additional Description: DISTRIBUTION FACILITIES.		State: ID County: Blaine		Pre-Built Date: ----		ArcFM By: ----		Work Order No: 27549457	
				Construction Date: ----		Date: ----			
				Operating Voltage: 12.5 kV					