



City of Ketchum

## CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: July 23, 2026 Staff Member/Dept: Robyn Mattison, City Engineer

Agenda Item: Recommendation to Right-of-Way Encroachment Agreement #27023 between the City of Ketchum and Idaho Power.

### Recommended Motions:

I move to authorize the Mayor to sign Right-of-Way Encroachment Agreement 27023 between the City and Idaho Power.

### Reasons for Recommendation:

- Idaho Power proposes to replace an existing pole with a new pole in the same vicinity. The project also includes the installation of associated power infrastructure on the new pole and other existing poles along Warm Springs Road.
- 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 Warm Springs 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 27023 with Exhibit "A"

**WHEN RECORDED, PLEASE RETURN TO:**

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

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**RIGHT-OF-WAY ENCROACHMENT AGREEMENT 27023**

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 \_\_\_\_\_, representing Idaho Power (collectively referred to as "Owner"), whose address is 11831 Hwy 75, Hailey, Idaho 83333.

*RECITALS*

WHEREAS, Owner wishes to permit placement of a power pole with associated equipment mounted to the pole, and new overhead power infrastructure mounted to existing poles within the public right-of-way on Warm Springs Rd. 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;

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 a new power infrastructure, include pole mounted equipment on existing poles, and a new power pole with riser and transformer attached to the pole, identified in Exhibit "A", within the public right-of-way on Warm Springs Rd. 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 repair said improvements within 48 hours upon notice from Ketchum that repairs are needed. 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 and grading 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: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Pete 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 \_\_\_\_\_, 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 \_\_\_\_\_,           )  
County of \_\_\_\_\_.                 ) ss.

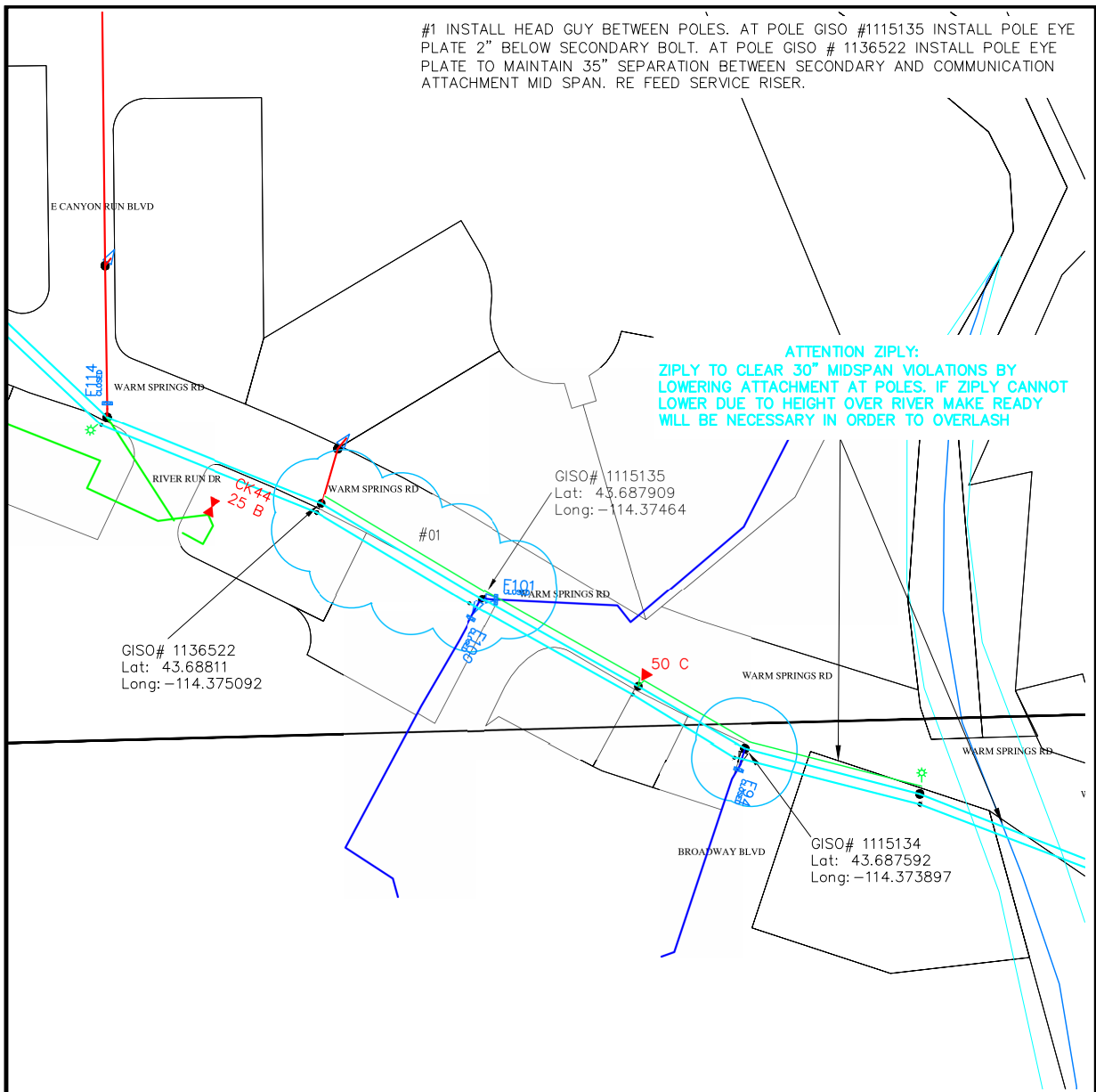
On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me, the undersigned Notary Public in and for said State, personally appeared PETER PREKEGES, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation 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”

By: JRS0058 Date: 4/15/2026 11:50 AM Path: C:\users\jrs0058\appdata\local\temp\prod27701699\127701699-1



Customer Signature:

Date:

Work Order Description:  
CX-26-01-1, KETCHUM

Additional Description:

Additional Description:



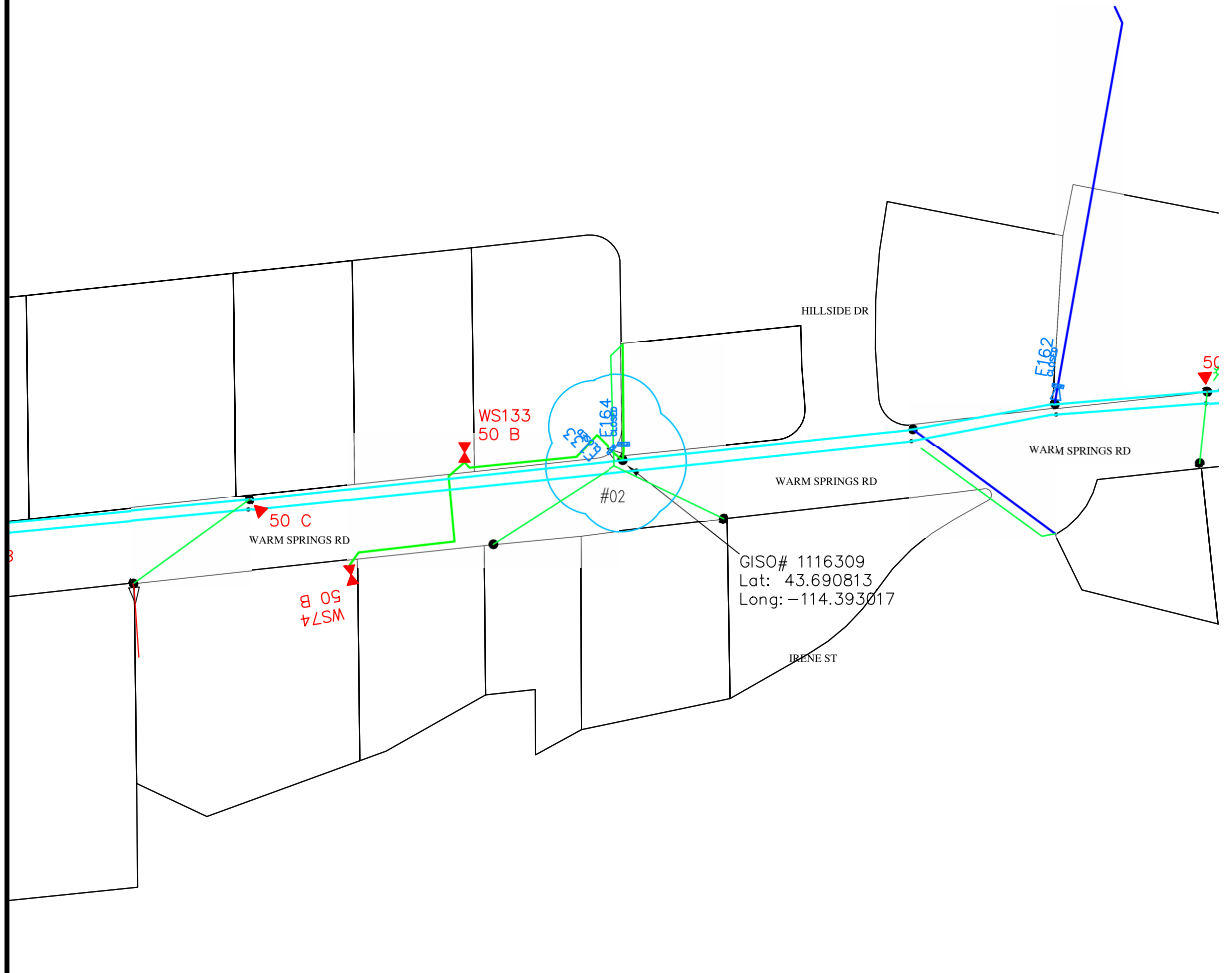
|                                  |  |                                |  |                      |  |                                |  |
|----------------------------------|--|--------------------------------|--|----------------------|--|--------------------------------|--|
| Feeder Name<br><b>KCHM14</b>     |  | Avian Zone: <b>60 INCH</b>     |  | PreBuilt Date:       |  | Designer: <b>JRS0058</b>       |  |
| City<br><b>KETCHUM</b>           |  | Arc Flash Rating:              |  | Built as Designed:   |  | Design No: <b>0000182549</b>   |  |
| Cadastral Code<br><b>1041712</b> |  | Wildfire Zone: <b>NA</b>       |  | Construction Date:   |  | Design Version: <b>1</b>       |  |
| State<br><b>ID</b>               |  | Joint Use Attachment:          |  | Operating Voltage:   |  | Work Order No: <b>27701699</b> |  |
| County<br><b>BLAINE</b>          |  | Cutover:                       |  | Work Order Revision: |  |                                |  |
|                                  |  | Coordinate System: <b>IPTM</b> |  |                      |  |                                |  |

IDAHO POWER CO. WORK ORDER MAP

SCALE: 1" = 100'

Sheet 1 of 3

#2 RELOCATE TRIPLEX SECONDARIES TO 60" FROM BOTTOM OF TAP ARM. KEEP MINIMUM IPCO CLEARANCE MIDSPAN FROM SECONDARY TRIPLEX TO OVERHEAD PRIMARY/NEUTRAL IN SLACKSPAN. IF MINIMUM CLEARANCE CANNOT BE MET LOWER SECONDARY TO KEEP MINIMUM CLEARANCE AND REDLINE MAP.



Customer Signature:

Date:

Work Order Description:  
**CX-26-01-1, KETCHUM**

Additional Description:

Additional Description:



|                                  |  |                                |  |                      |  |                                |  |
|----------------------------------|--|--------------------------------|--|----------------------|--|--------------------------------|--|
| Feeder Name<br><b>KCHM14</b>     |  | Avian Zone: <b>60 INCH</b>     |  | PreBuilt Date:       |  | Designer: <b>JRS0058</b>       |  |
| City<br><b>KETCHUM</b>           |  | Arc Flash Rating:              |  | Built as Designed:   |  | Design No: <b>0000182549</b>   |  |
| Cadastral Code<br><b>1041712</b> |  | Wildfire Zone: <b>NA</b>       |  | Construction Date:   |  | Design Version: <b>1</b>       |  |
| State<br><b>ID</b>               |  | Joint Use Attachment:          |  | Operating Voltage:   |  | Work Order No: <b>27701699</b> |  |
| County<br><b>BLAINE</b>          |  | Cutover:                       |  | Work Order Revision: |  |                                |  |
|                                  |  | Coordinate System: <b>IPTM</b> |  |                      |  |                                |  |

**IDAHO POWER CO. WORK ORDER MAP**

SCALE: 1" = 100'

Sheet 2 of 3

WARM SPRINGS RD

#03

T: 25 B

GISO# 1116356  
Lat: 43.689616  
Long: -114.399515

E169

GEORGIA DR

75 B

75 C

WARM SPRINGS RD

#04

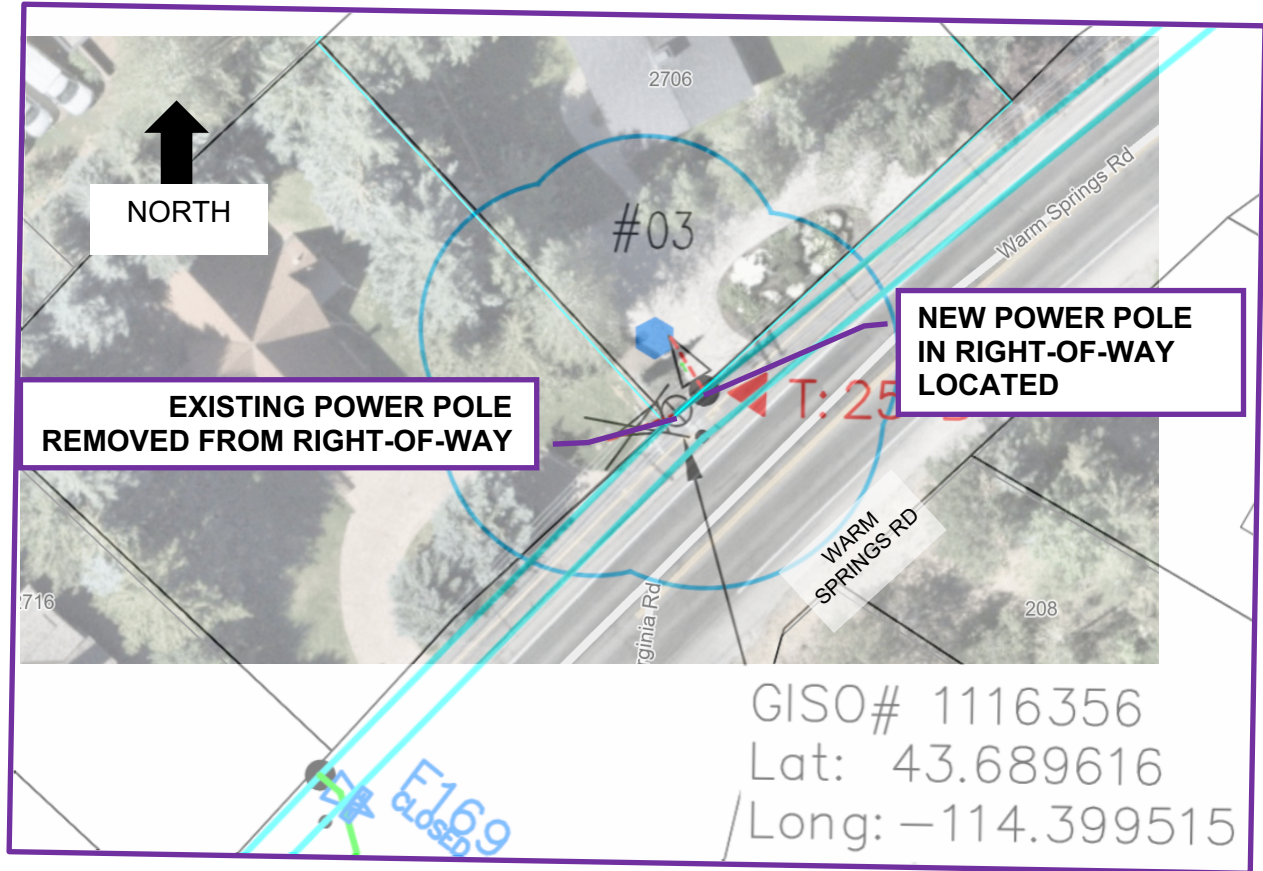
50 C

GISO# 1116371  
Lat: 43.688378  
Long: -114.40107

SKIWAY DR

|                                                       |  |                                |  |                                                                                       |  |
|-------------------------------------------------------|--|--------------------------------|--|---------------------------------------------------------------------------------------|--|
| Customer Signature:                                   |  |                                |  | Date:                                                                                 |  |
| Work Order Description:<br><b>CX-26-01-1, KETCHUM</b> |  |                                |  |  |  |
| Additional Description:                               |  |                                |  |                                                                                       |  |
| Additional Description:                               |  |                                |  |                                                                                       |  |
| Feeder Name<br><b>KCHM14</b>                          |  | Avian Zone: <b>60 INCH</b>     |  | PreBuilt Date:                                                                        |  |
| City<br><b>KETCHUM</b>                                |  | Arc Flash Rating:              |  | Built as Designed:                                                                    |  |
| Cadastral Code<br><b>1041712</b>                      |  | Wildfire Zone: <b>NA</b>       |  | Construction Date:                                                                    |  |
| State<br><b>ID</b>                                    |  | Joint Use Attachment:          |  | Operating Voltage:                                                                    |  |
| County<br><b>BLAINE</b>                               |  | Cutover:                       |  | Work Order Revision:                                                                  |  |
|                                                       |  | Coordinate System: <b>IPTM</b> |  | Designer: <b>JRS0058</b>                                                              |  |
|                                                       |  |                                |  | Design No: <b>0000182549</b>                                                          |  |
|                                                       |  |                                |  | Design Version: <b>1</b>                                                              |  |
|                                                       |  |                                |  | Work Order No: <b>27701699</b>                                                        |  |
| <b>IDAHO POWER CO. WORK ORDER MAP</b>                 |  |                                |  | <b>SCALE: 1" = 100'</b>                                                               |  |
|                                                       |  |                                |  | <b>Sheet 3 of 3</b>                                                                   |  |

### DETAIL OF NEW POLE LOCATION (#3 on WO Sheet 3 of 3)



Base figure provided by applicant, prepared by Idaho Power [WO No. 27701699].  
Figure annotated with purple textboxes by City Engineer Robyn Mattison to clarify improvements included in Right-Of-Way Encroachment Agreement No. 27023