

City of Ketchum

June 7, 2021

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Right-of-Way Encroachment Agreement 20643 for placement of snowmelt in the City Right-of-Way at 120 Northwood Way.

Recommendation and Summary

Staff is recommending Council approve the attached Encroachment Agreement and adopt the following motion:

"I move to authorize the Mayor to sign Encroachment Agreement 20643 with Corey and Amber Black."

The reasons for the recommendation are as follows:

- The improvements will not impact the use or operation of the residential street
- The improvements will not impact drainage within the City ROW
- The owner will be required to maintain the sidewalk and snowmelt

Introduction and History

A Right-of-Way Encroachment Permit request was received for placement of a snowmelt system within the sidewalk, curb, and gutter within the City's Right-of-Way along 120 Northwood Way.

Right-of-Way standards were developed to achieve goals of drainage, parking, snow storage, access for emergency vehicles, and provide materials that can be reasonably maintained by the city. Pavers, snowmelt systems, and subsurface drip irrigation systems are not maintained by the City but may be approved through an encroachment agreement.

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

<u>Analysis</u>

The proposed encroachments were determined not to impact public access or city operations.

Financial Impact

There is no financial impact resulting from approval of this encroachment agreement.

Attachments: Encroachment Agreement 20643

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 20643

THIS AGREEMENT, made and entered into this _____day of ____, 2021, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and RED FISH PROPERTIES, (collectively referred to as "Owner"), whose address is 540 EASTRIDGE DRIVE, HAILEY, ID 83333.

RECITALS

WHEREAS, Owner is the owner of real property described as 120 Northwood Way ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit placement of snowmelt within the sidewalk, curb, and gutter within the right-of-way on Northwood Way. 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 maintain the sidewalk, curb, gutter, and snowmelt identified in Exhibit "A" within the public right-of-way of Northwood Way, Idaho, until notified by Ketchum to remove the improvements at which time Owner shall remove improvements at Owner's expense.

2. Owner shall be responsible for the maintenance of said Improvements. Any modification to the improvements identified in Exhibit "A" shall be approved by the City of Ketchum prior to any modifications taking place.

3. 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.

4. 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.

5. 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.

6. This Agreement shall be a covenant running with the Subject Property and the terms and provisions hereof shall inure to the benefit of and be binding upon the parties and the respective heirs, personal representatives, successors and assigns of the parties hereof.

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

12. 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:_____ Corey Black, Governor By: <u>Neil Bradshaw</u> Its: Mayor

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

On this _____ day of _____, 2021, before me, the undersigned Notary Public in and for said State, personally appeared Corey Black, known or identified to me to be a Governor of Red Fish Properties. LLC, a person who executed the foregoing instrument on behalf of said limited liability company and acknowledged to me that said limited liability company 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 _____

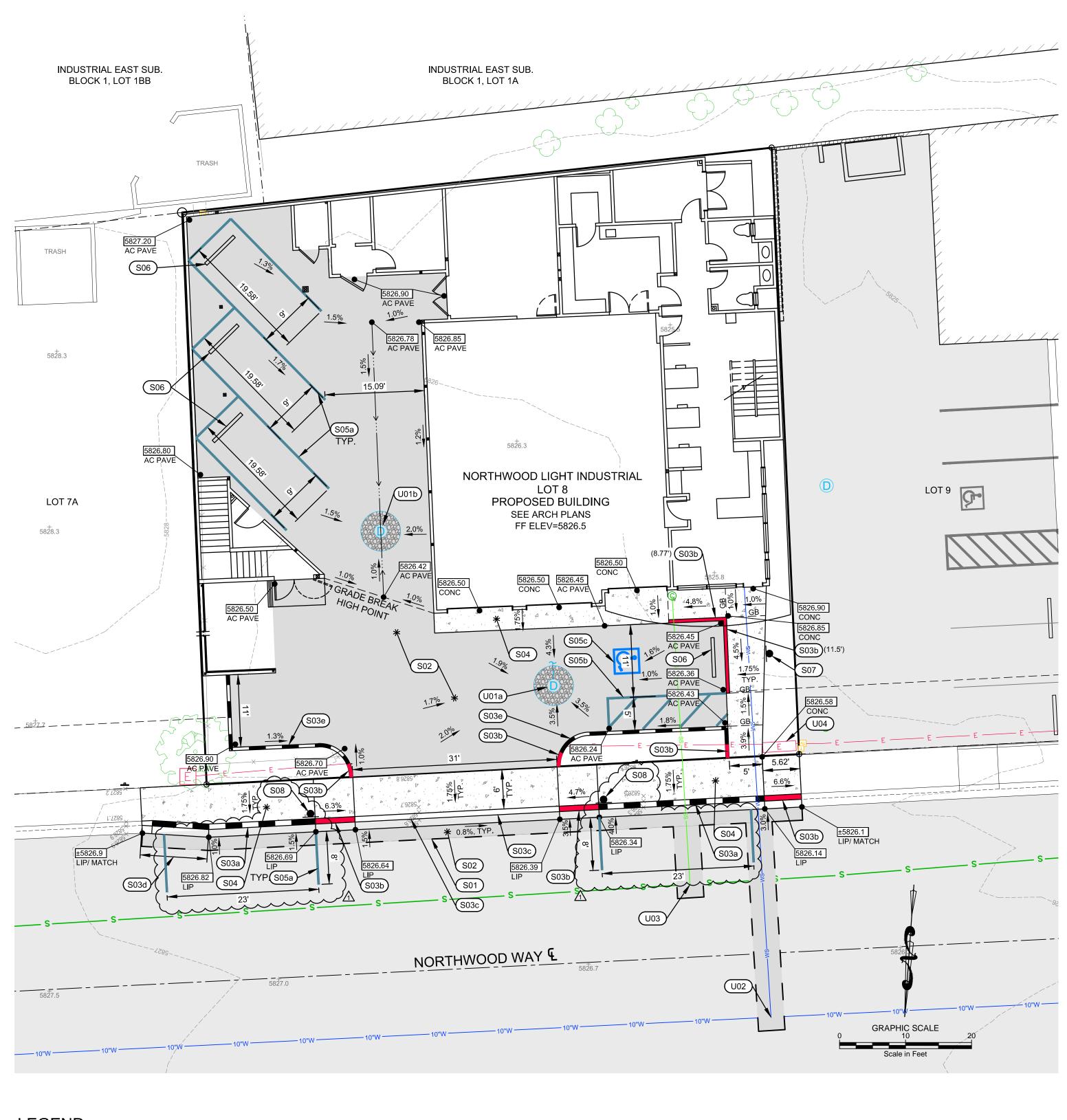
STATE OF IDAHO)) ss. County of Blaine)

On this ____ day of _____, 2021, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, 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.

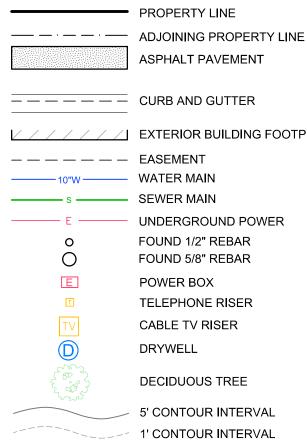
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.

Notary Public for _____ Residing at _____ Commission expires _____

EXHIBIT "A"



LEGEND EXISTING ITEMS



ASPHALT PAVEMENT ___ EXTERIOR BUILDING FOOTPRINT SEWER MAIN UNDERGROUND POWER

> FOUND 5/8" REBAR POWER BOX TELEPHONE RISER CABLE TV RISER

DECIDUOUS TREE

1' CONTOUR INTERVAL

PROPOSED ITEMS

NEW ASPHALT CONCRETE SIDEWALK CONCRETE VERTICAL CURB & GUTTER CONCRETE ROLLED CURB & GUTTER URB TRANSITION ZERO REVEAL CURB & GUTTER RETAINING WALL WATER SERVICE 4" SEWER SERVICE DRYWELL

— FLOW LINE 2.0%

- SAWCUT LINE GRADE

CONSTRUCTION KEYNOTES

SITE IMPROVEMENTS

S01 SAWCUT EXISTING ASPHALT TO PROVIDE FOR A CLEAN VERTICAL EDGE

(S02) CONSTRUCT/ REPAIR ASPHALT . SEE DETAIL 1, SHEET C2.0

- S03 CONSTRUCT CONCRETE CURB 6" CONCRETE ROLLED CURB AND GUTTER PER DETAIL 3, SHEET C2.0
 - b. CURB TRANSITION PER DETAIL 4. SHEET C2.0
 - _____], (typ.).
 - ZERO REVEAL CURB AND GUTTER PER DETAIL 4, SHEET C2.0; PAINT CURB RED.
- d. TRANSITION FROM 6" CONCRETE ROLLED CURB AND GUTTER TO MATCH EXISTING CURB AND GUTTER

e. 6" VERTICAL CURB PER DETAIL 5, SHEET C2.0 (S04) CONSTRUCT CONCRETE SIDEWALK. WIDTH AS

SHOWN HEREON. SEE DETAIL 2, SHEET C2.0 (S05) INSTALL PAVEMENT MARKINGS

- a. 4" WIDE WHITE PARKING STRIPE
- b. 4" WIDE BLUE PARKING STRIPE
- c. ADA COMPLIANT SYMBOL
- (S06) 6' LONG CONCRETE CURB STOP, INSTALL PER MANUFACTURER'S RECOMMENDATIONS
- (S07) INSTALL "ADA PARKING" SIGN. SIGN HEIGHT TO BE 60" FROM GROUND TO BOTTOM OF SIGN. SIGN BASE PER DETAIL 1, SHEET C1.0
- (308) INSTALL SIGN BASE PER DETAIL 1, SHEET C1.0 A(PROVIDED BY CITY OF KETCHUM) FOR FUTURE "NO PARKING IN DRIVEWAY" SIGN TO BE INSTALLED BY CITY OF KETCHUM.
- _____ UTILITY IMPROVEMENTS
- U01 INSTALL DRYWELL PER DETAIL 8, SHEET C2.0 a. RIM ELEV= 5826.07; CONNECT DOWNSPOUTS PER ARCHITECT RIM ELEV= 5826.32
- U02 INSTALL WATER SERVICE PER CITY OF KETCHUM ' STANDARDS; SERVICE SIZE TO BE DETERMINED BY PLUMBING ENGINEER. CONTRACTOR TO CONFIRM LOCATION AND DEPTH OF WATER MAIN. TRENCH CONSTRUCTION PER DETAIL 6, SHEET C2.0. SEE DETAIL 7, SHEET C2.0 FOR POTABLE, NON-POTABLE WATER LINE SEPARATION REQUIREMENTS.
- (U03) INSTALL 4"Ø PVC SEWER SERVICE @ S=2.0% MIN; CONNECT TO EXISTING SERVICE STUB. TRENCH CONSTRUCTION PER DETAIL 6, SHEET C2.0 (U04) RETAIN AND PROTECT EXISTING TRANSFORMER.

CONSTRUCTION NOTES

- CONSTRUCTION.
- 3. CONTRACTOR SHALL COORDINATE RELOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) WITH THE APPROPRIATE UTILITY FRANCHISE.
- CONSTRUCTION.
- 6. ALL CLEARING & GRUBBING SHALL CONFORM TO ISPWC SECTION 201.
- ENGINEER
- BACKFILL WITH PIT RUN GRAVEL.
- T-91

- UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- DETERMINED BY AASHTO T-99.

- CONTENT EQUAL TO OR LESS THAT 0.25%.

NOTES:

. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPWC) AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPWC AND CITY OF KETCHUM STANDARDS ON SITE DURING

2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.

4. THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO

5. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION (THIS MAY INCLUDE ENCROACHMENT PERMITS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT (CGP) PERMIT COVERAGE).

7. ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPWC SECTION 202. SUBGRADE SHALL BE EXCAVATED AND SHAPED TO LINE, GRADE, AND CROSS-SECTION SHOWN ON THE PLANS. THE SUBGRADE SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D-698. THE CONTRACTOR SHALL WATER OR AERATE SUBGRADE AS NECESSARY TO OBTAIN OPTIMUM MOISTURE CONTENT. IN-LIEU OF DENSITY MEASUREMENTS, THE SUBGRADE MAY BE PROOF-ROLLED TO THE APPROVAL OF THE

PROOF-ROLLING: AFTER EXCAVATION TO THE SUBGRADE ELEVATION AND PRIOR TO PLACING COURSE GRAVEL, THE CONTRACTOR SHALL PROOF ROLL THE SUBGRADE WITH A 5-TON SMOOTH DRUM ROLLER, LOADED WATER TRUCK, OR LOADED DUMP TRUCK, AS ACCEPTED BY THE ENGINEER. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF UNSUITABLE SUBGRADE MATERIAL AREAS, AND/OR AREAS NOT CAPABLE OF COMPACTION ACCORDING TO THESE SPECIFICATIONS. UNSUITABLE OR DAMAGED SUBGRADE IS WHEN THE SOIL MOVES. PUMPS AND/OR DISPLACES UNDER ANY TYPE OF PRESSURE INCLUDING FOOT TRAFFIC LOADS IF, IN THE OPINION OF THE ENGINEER, THE CONTRACTOR'S OPERATIONS RESULT IN DAMAGE TO, OR PROTECTION OF, THE SUBGRADE, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REPAIR THE DAMAGED SUBGRADE BY OVER-EXCAVATION OF UNSUITABLE MATERIAL TO FIRM SUBSOIL, LINE EXCAVATION WITH GEOTEXTILE FABRIC, AND

8. ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPWC 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99. 9. ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPWC 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD

10. ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPWC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPWC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPWC SECTION 805.

11. ASPHALT SAWCUTS SHALL BE AS INDICATED ON THE DRAWINGS, OR 24" INCHES FROM EDGE OF EXISTING ASPHALT, IF NOT INDICATED OTHERWISE SO AS TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.

12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL PER THE CURRENT EDITION OF THE US DEPARTMENT OF TRANSPORTATION MANUAL OF

13. ALL CONCRETE WORK SHALL CONFORM TO ISPWC SECTIONS 701, 703, AND 705, ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPWC SECTION 703. TABLE 1.C. IMMEDIATELY AFTER PLACEMENT PROTECT CONCRETE BY APPLYING MEMBRANE-FORMING CURING COMPOUND, TYPE 2, CLASS A PER ASTM C 309-94. APPLY CURING COMPOUND PER MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS.

14. ALL TRENCHING SHALL CONFORM TO ISPWC STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS

15.PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.

16. CONSTRUCTION OF WATER MAINS AND ALL OTHER RELATED APPURTENANCES SHALL BE IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC), IDAPA 58.01.08, IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND THE CITY OF KETCHUM UTILITIES DEPARTMENT STANDARDS.

17. CONTRACTOR SHALL PRESSURE TEST, DISINFECT, AND CONDUCT BIOLOGICAL TESTING IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC), AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, AND THE PRESSURE TESTING, DISINFECTION, AND MICROBIOLOGICAL TESTING PROCEDURES.

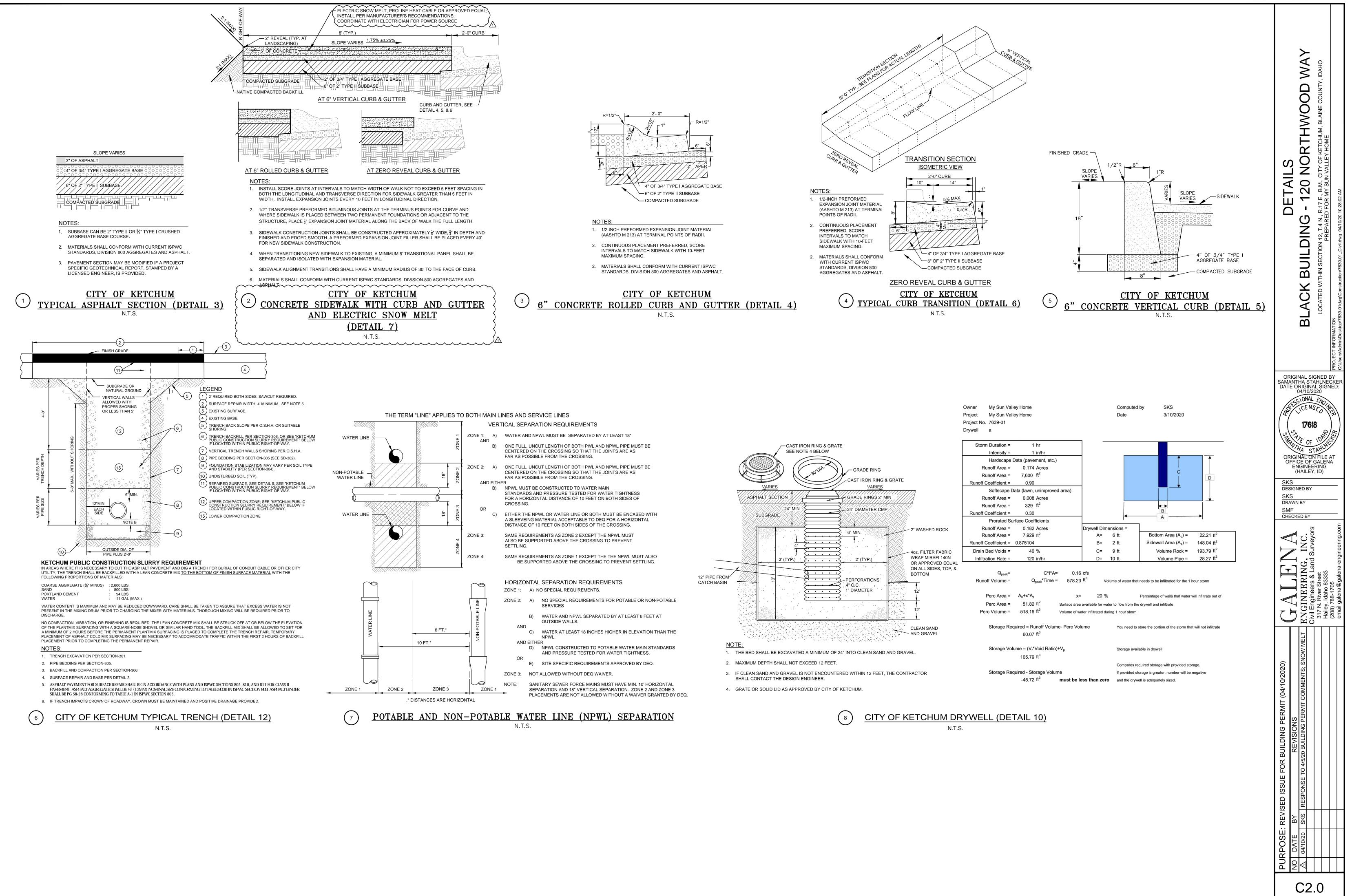
18. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL BE ANSI/NSF STD. 61 COMPLIANT.

19. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL COMPLY WITH THE LOW LEAD ACT REQUIRING ALL MATERIALS TO HAVE A LEAD

20. THE CONTRACTOR SHALL USE ANSI/NSF STANDARD 60 CHEMICALS AND COMPOUNDS DURING INSTALLATION & DISINFECTION OF POTABLE WATER MAIN. 21.EXISTING CONDITIONS AND BOUNDARY INFORMATION SHOWN HEREON ARE PER A SURVEY CONDUCTED BY BENCHMARK ASSOCIATES.

> 2" Ø DRAIN HOLE G. 1/2" Ø ROD **ATTACHMENT** LOCATION SIGN POST: 2" X 2" PERFORATED -12 GAGE SQUARE TUBING BOTTOM PLATE (.0105" WALL THICKNESS) 1' MIN. EMBEDMENT ー½" COUPLING NUT BASE INSTALLED FLUSH WITH FINISHED SURFACE CLASS "30" CONCRETE -14" MIN. HOLE DIAMETER NATIVE SOIL -SIGN BASE: 2 ½" X 2 ½' NON PERFORATED SQUARE TUBING (SEE NOTES FOR ADDITIONAL REQUIREMENTS) 5.59 LB./FT. WEIGHT BOTTOM PLATE -½" DRAIN HOLE -SIGN BASE MATERIAL & DIMENSION REQUIREMENTS ½" OUTSIDE TUBE STEEL (20" LENGTH) 1. BASES SHALL BE INSTALLED TO BE FLUSH WITH SURFACE. 8" INSIDE TUBE STEEL 2. ALL INSTALLATIONS SHALL HAVE 14" Ø MINIMUM FOUNDATION " THICK OR GROUTED INTO SOLID ROCK. NTERNAL ROD MATERIAL & DIMENSION REQUIREMENTS ¹/₂" COLD ROLLED ROD (18" LENGTH) 1/2" COUPLING NUTS BOTTOM PLATE MATERIAL & DIMENSION REQUIREMENT 4" X 4" X ¼" STEEL STRAP SIGN BASE (CITY OF KETCHUM DETAIL 13) N.T.S.

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| | f | VERTICAL SEPARATION REQUIREMENTS | | | | | |
|----|--------|----------------------------------|-------------------|---|---|--|--|
| | ZONE 1 | ZONE 1: AND | A) | WATER AN | ID NPWL MUST BE SEPARATED BY AT LEAST 18" | | |
| | | | B) | CENTERE | UNCUT LENGTH OF BOTH PWL AND NPWL PIPE MUST BE O ON THE CROSSING SO THAT THE JOINTS ARE AS OSSIBLE FROM THE CROSSING. | | |
| Å | ZONE 2 | ZONE 2: AND | A) EITHE B) | CENTEREI FAR AS PC | UNCUT LENGTH OF BOTH PWL AND NPWL PIPE MUST BE O ON THE CROSSING SO THAT THE JOINTS ARE AS OSSIBLE FROM THE CROSSING. OT BE CONSTRUCTED TO WATER MAIN | | |
| ł | NE 3 | OR | C) | STANDARDS AND PRESSURE TESTED FOR WATER TIGHTNESS FOR A HORIZONTAL DISTANCE OF 10 FEET ON BOTH SIDES OF CROSSING. EITHER THE NPWL OR WATER LINE OR BOTH MUST BE ENCASED WITH | | | |
| | ZONE | | C) | A SLEEVE | NG MATERIAL ACCEPTABLE TO DEQ FOR A HORIZONTAL OF 10 FEET ON BOTH SIDES OF THE CROSSING. | | |
| | ZONE 4 | ZONE 3: | | | UIREMENTS AS ZONE 2 EXCEPT THE NPWL MUST SUPPORTED ABOVE THE CROSSING TO PREVENT | | |
| | Ž | ZONE 4: | | | UIREMENTS AS ZONE 1 EXCEPT THE THE NPWL MUST ALSO UPPORTED ABOVE THE CROSSING TO PREVENT SETTLING. | | |
| * | | | | HORIZOI ZONE 1: ZONE 2: AND | NTAL SEPARATION REQUIREMENTS A) NO SPECIAL REQUIREMENTS. A) NO SPECIAL REQUIREMENTS FOR POTABLE OR NON-POTABLE SERVICES B) WATER AND NPWL SEPARATED BY AT LEAST 6 FEET AT OUTSIDE WALLS. C) WATER AT LEAST 18 INCHES HIGHER IN ELEVATION THAN THE NOTABLE | | |
| | | | | AND OR | NPWL. EITHER D) NPWL CONSTRUCTED TO POTABLE WATER MAIN STANDARDS AND PRESSURE TESTED FOR WATER TIGHTNESS. | | |
| | | | | | E) SITE SPECIFIC REQUIREMENTS APPROVED BY DEQ. | | |
| | | | | ZONE 3: | NOT ALLOWED WITHOUT DEQ WAIVER. | | |
| 3 | | ZON | E 1 | NOTE: | SANITARY SEWER FORCE MAINS MUST HAVE MIN. 10' HORIZONTAL SEPARATION AND 18" VERTICAL SEPARATION. ZONE 2 AND ZONE 3 PLACEMENTS ARE NOT ALLOWED WITHOUT A WAIVER GRANTED BY | | |
| НС | RIZO | ONTAL | | | | | |