

City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	September 18, 2023	Staff Member/Dept:	Paige Nied, Associate Planner
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Planning and Building Department

Agenda Item: Recommendation to review and approve Right-of-Way Encroachment Agreement #22883

between the City of Ketchum and Bradley and Gail Pratt.

Recommended Motion:

I move to authorize the Mayor to sign Right-of-Way Encroachment Agreement #22883 between the City of Ketchum and Bradley and Gail Pratt.

Reasons for Recommendation:

- The 406 Sage Road Mountain Overlay Design Review application (File No. P23-009) and Conditional Use Permit application (File No. P23-009A) was approved by the Planning and Zoning Commission on August 8, 2023.
- The improvements will not impact drainage or snow removal within the public right-of-way.
- Snowmelt is not proposed within the 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):				
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Sustainability Impact:				
None OR state impact here: None, no snowmelt is proposed within the city's right-of-way.				
Financial Impact:				
None OR Adequate funds exist in account.	There is no financial requirement from the city for this action.			

Attachments:

1. ROW Encroachment Agreement #22883 with exhibits

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

City Clerk, City of Ketchum PO Box 2315 Ketchum Idaho, 83340

(Space Above Line For Recorder's Use)

RIGHT-OF-WAY ENCROACHMENT AGREEMENT 22883

THIS AGREEMENT, made and entered into this _____day of _____, 2023, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho 83340 and Bradley and Gail Pratt, ("Owner"), whose mailing address is 2232 78th Avenue NE, Medina, Washington 98039 and who owns real property located at 406 Sage Road, Ketchum, Idaho 83340 ("subject property") legally described as Warm Springs Village 4th Addition, Lot 23, Block 3.

RECITALS

WHEREAS, Owner wishes to permit the placement of driveway pavers within the right-ofway on Sage Road. 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, following construction of the Improvements, the Owner will restore the right-of-way, as shown in Exhibit "A", acceptable to the Streets and Facilities Director;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

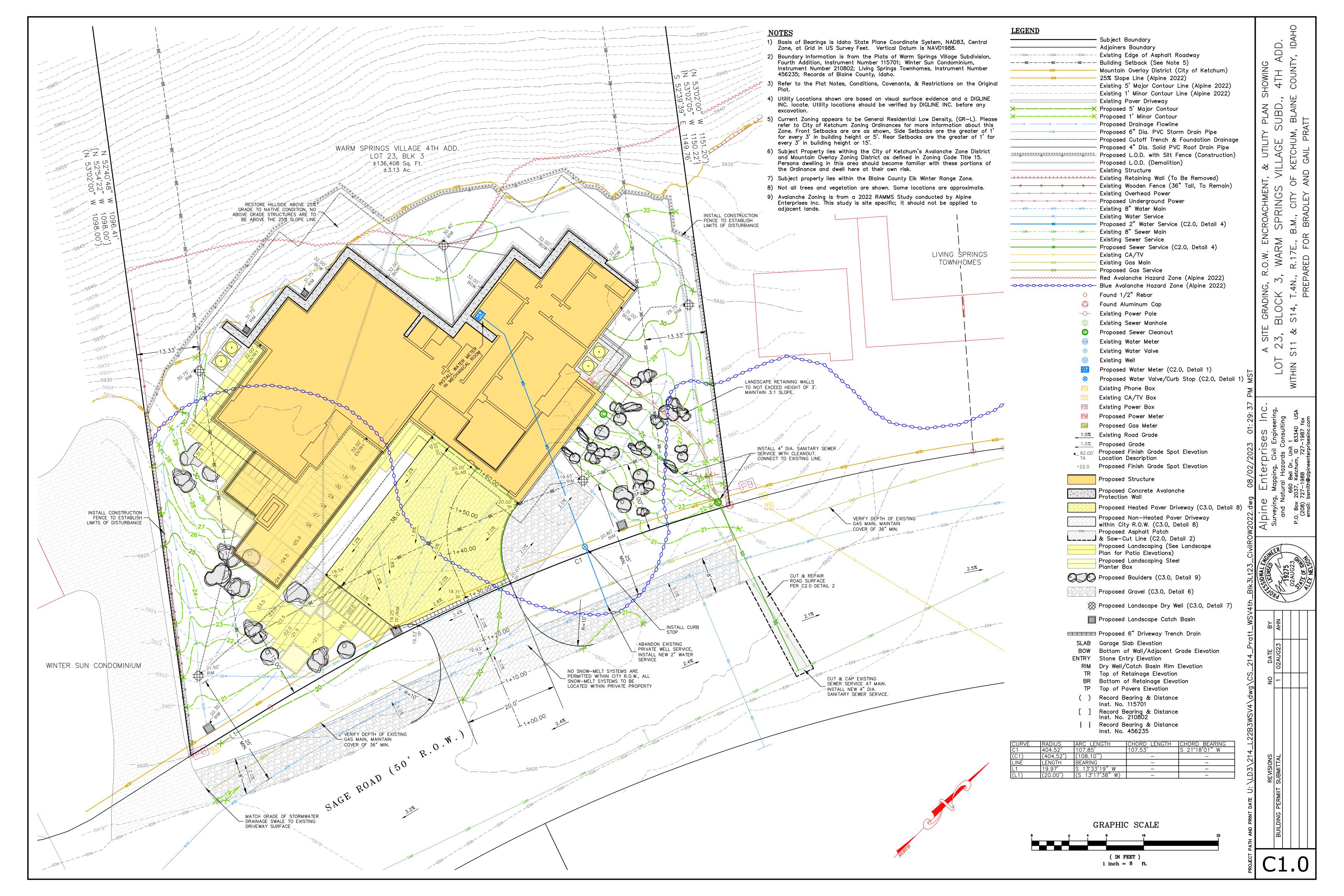
TERMS AND CONDITIONS

- 1. Ketchum shall permit Owner to install the Improvements identified in Exhibit "A" within the right-of-way off Sage Road, 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 street, curb, gutter, and landscaping that is altered due to the construction and installation of the Improvements, 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. 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.

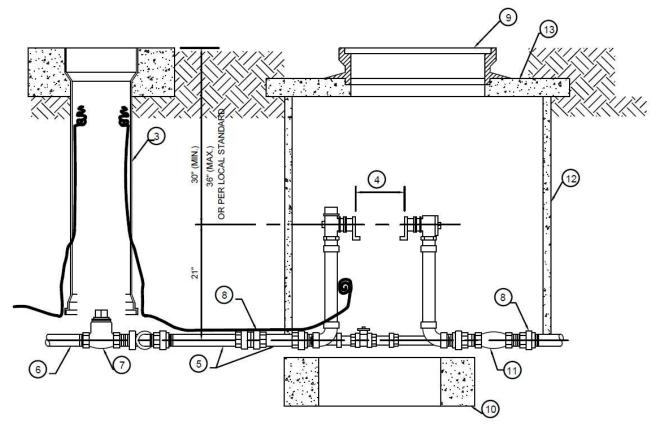
OWNER:	CITY OF KETCHUM:
Ву:	By:
Bradley Pratt, Owner	Neil Bradshaw, Mayor
STATE OF,) ss. County of)	
and for said State, personally appeared	, 2023, before me, the undersigned Notary Public ir BRADLEY PRATT, known or identified to me to be the trument and acknowledged to me that he executed the
IN WITNESS WHEREOF, I have day and year first above written.	e hereunto set my hand and affixed my official seal the
	Notary Public for Residing at Commission expires
STATE OF IDAHO)) ss. County of Blaine)	
for said State, personally appeared NEIL of the CITY OF KETCHUM, IDAHO, an	, 2023, before me, the undersigned Notary Public in and BRADSHAW, known or identified to me to be the Mayo d the person who executed the foregoing instrument or d acknowledged to me that said municipal corporation
IN WITNESS WHEREOF, I have certificate first above written.	hereunto set my hand and seal the day and year in this
	Notary Public for Residing at Commission expires

EXHIBIT "A"



GENERAL CONSTRUCTION NOTES

- 1) The location of existing underground utilities are shown on the plans in an approximate way. The contractor shall be responsible for locating existing utilities 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.
- 2) See the Building Plan from Farmer Payne Architects and the Landscape Plan from Garden Space Design for the remainder of the design.
- 3) Contractor shall assure positive drainage away from the building and
- 4) Contractor shall be responsible for dust control during construction of all items hereon. Dust control shall be continuous during construction, 24 hours per day 7 days per week. The contractor shall follow the requirements of the Storm Water Pollution Prevention Program at all times until permanent erosion control is established.
- 5) The Trench Drain shall be a 6" wide HDPE channel with a 0.75 built in channel slope (Zurn Flo-Thru Model Z886 or equivalent). Grate shall be ductile iron with a slotted pattern. All components shall be rated for H-20 loading.
- 6) All construction shall be in accordance with the most current edition of the Idaho Standards for Public Works Construction, ISPWC, and the City of Ketchum, Idaho, Codes and Standards. The contractor shall be responsible for obtaining and keeping a copy of the ISPWC and the City of Ketchum Codes and Standards on site during construction.
- 7) 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 under the direction of a professional land surveyor.
- 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 construction.
- 9) The contractor shall be required to obtain all the necessary permits prior to construction and shall check with the City of Ketchum for permits the owner may have already obtained.
- 10) All mains and services shall comply with IDAPA 58.01.08.542.07.a and IDAPA 58.01.08.542.07.b which address the requirements for separation distances between potable water lines (including mains and service lines) with non-potable lines. In addition, water services shall be constructed with at least 25 feet horizontal separation from infiltration trenches and dry wells.
- 11) Potable/non-potable crossings shall comply with ISPWC Standard Drawing SD-407 and IDAPA section 58.01.08.542.07.
- 12) Sewer service lines shall be placed at a slope of 2%, with markers per ISPWC. Cleanouts are required at changes in alignment, grade, and minimum
- 13) All pipe shall be bedded with (ISPWC) Type I bedding material.
- 14) Trenches shall be backfilled and compacted to a minimum of 95% of maximum density as determined by AASHTO T-99.
- 15) The contractor shall pressure test all sewer service connections in accordance with Idaho Standards for Public Works Construction, ISPWC.
- 16) All clearing and grubbing shall conform to ISPWC Section 201 and City of Ketchum standards of excavation and backfill.
- 17) All excavation and embankment shall conform to ISPWC Section 202 and City of Ketchum standards for excavation and backfill. Excavated subgrade shall be compacted and all unsuitable Sections removed and replaced with structural fill as determined by the engineer per ISPWC Section 204. Minimum compaction of placed material shall be 95% of maximum laboratory density as determined by AASHTO T-99 or IDT T-91.
- 18) All 2" minus aggregate shall be placed in conformance with ISPWC Section 802. It shall be compacted per ISPWC Section 202 and the City of Ketchum standards. 2" minus crushed aggregate material shall conform to ISPWC Section 802 Type II and to the City of Ketchum specifications. Minimum compaction of placed material shall be 95% of maximum laboratory density as determined by AASHTO T-99 or IDT T-91.
- 19) All 3/4" minus aggregate shall be placed in conformance with ISPWC Section 802. It shall be compacted per ISPWC Section 202 and the City of Ketchum standards. 3/4" minus crushed aggregate for leveling course shall conform to ISPWC Table 802 Type I and to the City of Ketchum specifications. Minimum compaction of placed material shall be 95% of maximum laboratory density as determined by AASHTO T-99 or IDT T-91.
- 20) All asphaltic concrete pavement work shall conform to ISPWC Section(s) 805, 810, and 811 for Class II pavement and to the City of Ketchum standards. Asphalt aggregate shall be 1/2" 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.
- 21) All concrete work shall conform to ISPWC Sections 701 and 703. All concrete shall be 3,000 psi minimum. 28 day, as defined in ISPWC Section
- 22) All edges of existing asphalt paving shall be saw cut a minimum of 24" to provide a clean pavement edge for matching. No wheel cutting shall be allowed. Pavement shall be cut prior to paving to prevent damage to the cut edge.
- 23) The contractor shall be responsible for providing traffic control per the current edition of the US Department of Transportation Manual of Uniform Traffic Control Devices (MUTCD).
- 24) All drainage is to be retained on—site. Grade open areas to drain to Dry Wells as shown hereon.
- 25) See the Geotechnical Report by Butler Associates Inc. for the foundation drainage/cutoff trench plan and details.
- 26) Grade away from foundation at 2% minimum.
- 27) All roof drains and downspouts shall not drain adjacent to the foundation and are to be connected to dry wells by a 4" dia. solid PVC Pipe sloped
- 28) Alpine Enterprises Inc. is not responsible for any deviation from these plans, unless such changes have been authorized in writing.
- 29) All right-of-way improvements per sheet C1.0 must be completed prior to issuance of a temporary or final Certificate of Occupancy unless otherwise agreed upon in writing by the City.



WATER SERVICE CONNECTION DETAIL

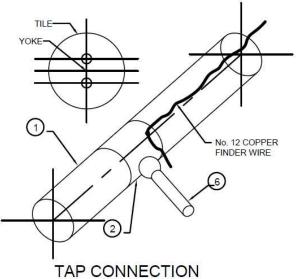
NOTES

- WATER MAIN PER ISPWC SECTION 401. MIP X PAC CORP STOPS: 200 PSI POLY PIPE WITH INSERTS FOR FOR SERVICE LINES FROM MAIN TO CORPS STOPS AND INTO METER VAULT.
- 4. 1-1/2" METER: 13-1/4" WITH GASKETS 2" METER: 17-1/4" WITH GASKETS WATER METER FURNISHED AND INSTALLED BY THE
- 5. 6" LONG RED BRASS NIPPLE 6. SERVICE LINE: 1-1/2" OR 2", 200 PSI POLYETHYLENE PIPE WITH PACK JOINT BRASS FITTINGS AND

CITY. (PAID BY CUSTOMER WITH CONNECTION FEES.)

- STAINLESS STEEL INSERTS. 7. FORD BALL VALVE CURB STOP WITH RISER AND LOCKING LID. (IF REQUIRED)
- 8. RED BRASS UNION. 9. STANDARD 24" DIA. MANHOLE RING & "WATER" COVER; 2" HOLE IN LID FOR RADIO READ UNIT.
- 10. 2" X 35" O.D. CONCRETE GRADE RING) UNDER YOKE. 11. BALL VALVE TO BE INSTALLED IN METER VAULT. NO OTHER EQUIPMENT SHALL BE PERMITTED WITHIN THE
- 12. 36" DIA. PRECAST CONCRETE MANHOLE. 13. 4" X 35" O.D. CONCRETE GRADE RING.

METER VAULT.



- ALL PRODUCTS AS NOTED OR APPROVED SUBSTITUTION.
- B THE DIAMETER (1-1/2" OR 2") OF EACH APPURTENANCE SHOWN HEREON IS THE SAME AS THE METER SIZE. (C) NO BY-PASS ALLOWED ON METER SETTERS FOR

HORIZONTAL SEPARATION

REQUIREMENTS

B) WATER AND NPWL SEPARATED BY AT LEAST 6 FEET

OR E) SITE SPECIFIC REQUIREMENTS APPROVED

AND C) WATER AT LEAST 18 INCHES HIGHER IN ELEVATION

AND EITHER D) NPWL CONSTRUCTED TO WATER MAIN STANDARDS AND PRESSURE TESTED FOR WATER TIGHTNESS.

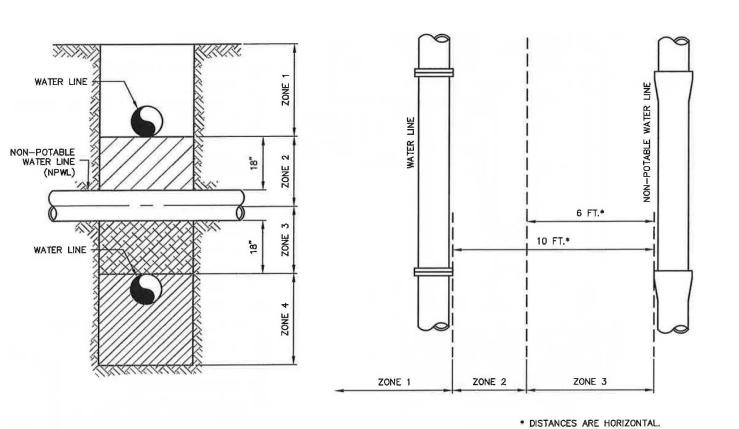
ZONE 2: A) NO SPECIAL REQUIREMENTS FOR POTABLE OR

NON-POTABLE SERVICES.

ZONE 1: A) NO SPECIAL REQUIREMENTS.

- NO GALVANIZED PIPE OR YELLOW BRASS FITTINGS. NO TAPS WITHIN ONE FOOT OF THE PIPE ENDS.
- WATER SERVICE CONNECTION (1-1/2", 2") ISPWC - SD-402

NOT TO SCALE



VERTICAL SEPARATION REQUIREMENTS

ZONE 1: A) WATER AND NPWL MUST BE SEPARATED BY AT LEAST 18" AND B) ONE FULL, UNCUT LENGTH OF BOTH PWL AND NPWL PIPE MUST BE CENTERED ON THE CROSSING SO THAT THE JOINTS ARE AS FAR AS POSSIBLE FROM THE CROSSING.

ZONE 2: A) ONE FULL, UNCUT LENGTH OF BOTH PWL AND NPWL PIPE MUST BE CENTERED ON THE CROSSING SO THAT THE JOINTS ARE AS FAR AS POSSIBLE FROM THE CROSSING.

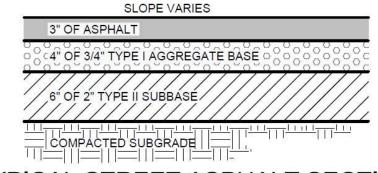
AND EITHER B) NPWL MUST BE CONSTRUCTED TO
WATER MAIN STANDARDS AND PRESSURE
TESTED FOR WATER TIGHTNESS FOR A
HORIZONTAL DISTANCE OF 10 FEET ON BOTH OR C) EITHER THE NPWL OR WATER LINE OR BOTH MUST BE ENCASED WITH A SLEEVEING

MATERIAL ACCEPTABLE TO DEQ FOR A HORIZONTAL DISTANCE OF 10 FEET ON BOTH SIDES OF THE CROSSING. ZONE 3: SAME REQUIREMENTS AS ZONE 2 EXCEPT THE NPWL MUST ALSO BE SUPPORTED ABOVE THE CROSSING TO PREVENT SETTLING.

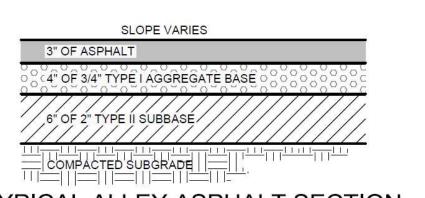
ZONE 3: NOT ALLOWED WITHOUT DEQ WAIVER. NOTE: SANITARY SEWER FORCE MAINS MUST HAVE

MIN. 10' HORIZONTAL SEPARATION AND 18" VERTICAL SEPARATION, ZONE 2 AND ZONE 3 PLACEMENTS ARE NOT ALLOWED WITHOUT A ZONE 4: SAME REQUIREMENTS AS ZONE 1 EXCEPT THE NPWL MUST ALSO BE SUPPORTED ABOVE THE CROSSING TO PREVENT SETTLING.

POTABLE AND NON-POTABLE WATER LINE (NPWL) SEPERATION NOT TO SCALE

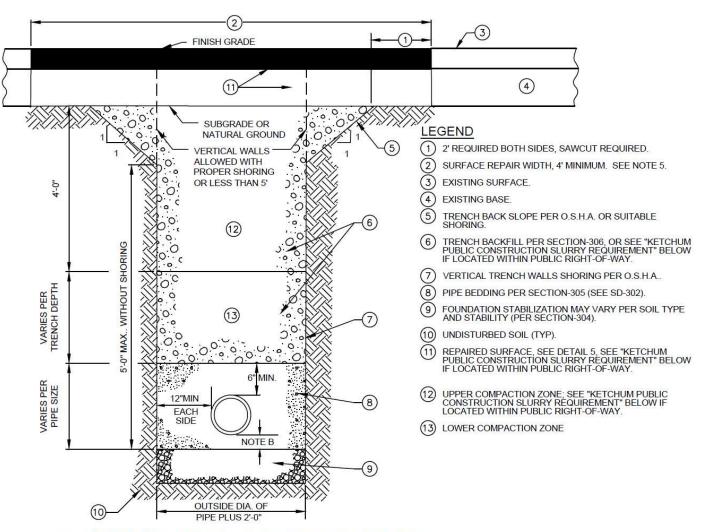


TYPICAL STREET ASPHALT SECTION



TYPICAL ALLEY ASPHALT SECTION

- 1. SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
- 2. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
- 3. PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.
- CITY OF KETCHUM SD-3 NOT TO SCALE



KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT IN AREAS WHERE IT IS NECESSARY TO CUT THE ASPHALT PAVEMENT AND DIG A TRENCH FOR BURIAL OF CONDUIT CABLE OR OTHER CITY UTILITY, THE TRENCH SHALL BE BACKFILLED WITH A LEAN CONCRETE MIX TO THE BOTTOM OF FINISH SURFACE MATERIAL WITH THE FOLLOWING PROPORTIONS OF MATERIALS

COARSE AGGREGATE (%" MINUS) : 2,600 LBS PORTLAND CEMENT

WATER CONTENT IS MAXIMUM AND MAY BE REDUCED DOWNWARD. CARE SHALL BE TAKEN TO ASSURE THAT EXCESS WATER IS NOT PRESENT IN THE MIXING DRUM PRIOR TO CHARGING THE MIXER WITH MATERIALS. THOROUGH MIXING WILL BE REQUIRED PRIOR TO

NO COMPACTION, VIBRATION, OR FINISHING IS REQUIRED. THE LEAN CONCRETE MIX SHALL BE STRUCK OFF AT OR BELOW THE ELEVATION OF THE PLANTMIX SURFACING WITH A SQUARE-NOSE SHOVEL OR SIMILAR HAND TOOL. THE BACKFILL MIX SHALL BE ALLOWED TO SET FOR A MINIMUM OF 2 HOURS BEFORE THE PERMANENT PLANTMIX SURFACING IS PLACED TO COMPLETE THE TRENCH REPAIR. TEMPORARY PLACEMENT OF ASPHALT COLD MIX SURFACING MAY BE NECESSARY TO ACCOMMODATE TRAFFIC WITHIN THE FIRST 2 HOURS OF BACKFILL PLACEMENT PRIOR TO COMPLETING THE PERMANENT REPAIR.

- 1. TRENCH EXCAVATION PER SECTION-301. PIPE BEDDING PER SECTION-305.
- 3. BACKFILL AND COMPACTION PER SECTION-306.
- SURFACE REPAIR AND BASE PER DETAIL 3.
- 5. ASPHALT PAVEMENT FOR SURFACE REPAIR SHALL BE IN ACCORDANCE WITH PLANS AND ISPWC SECTIONS 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE "/" (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.
- 6. IF TRENCH IMPACTS CROWN OF ROADWAY, CROWN MUST BE MAINTAINED AND POSITIVE DRAINAGE PROVIDED.



 \Box ADD SHOWING, **~** Ш AN BD \supset \mathcal{O} DACHMENT, & PRINGS VILL CITY ENCRO/ m O.W. WAF $\stackrel{\sim}{\square}$ GRADING, \Box SITE 3, [0

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<u>NOTES</u>

A) Material shall be pervious/permeable to allow drainage.

B) Surface must allow for vehicle parking and be consistent along the entire property frontage.

C) Material within the first eight (8) feet from edge of asphalt (Street) shall be distinct from driveway and rest of property in order to visually appear available for parking.

D) Grading and drainage improvements as required by City Engineer — Minimum 5% slope.

F) No buried irrigation systems within the first eight (8) feet the edge of asphalt (Street). Surface irrigation lines

G) No live plant material within the first eight (8) feet from edge of asphalt (Street). Low ground cover plant material, such as turf grass, is permitted beyond the first eight (8) feet. Drought—tolerant species are preferred.

are permitted beyond the first eight (8) feet, however pop-up heads are not permitted anywhere in the ROW.

E) No obstructions, such as boulders or berms.

H) No snow—melt systems.

5925.00 5924.00 5923.00 EXISTING 5922.00 -GRADE -5921.00 5920.00 5919.00 5918.00 [[] EXISTING ROAD FG +0.95% 30.46 -5.00% 8.00' -1.96% 11.20'

DRIVEWAY TOTAL WIDTH = 20.00' DRIVEWAY TOTAL LENGTH =49.66"

DRIVEWAY PROFILE VIEW

LOT 23

VERT: 1"=5' HORIZ: 1"=10'

EXISTING DRAINAGE 5% MIN. SWALE EXISTING ROAD (SAGE RD.) LOW GRASSES 3" CRUSHED AGGREGATE 4" MINIMUM THICKNESS

CROSS—SECTION: ROADSIDE SWALE

R.O.W. SAGE ROAD

NOT TO SCALE

