



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

-
-
-

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

Sustainability Impact:

Financial Impact:

Attachments:

-
-

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 22853

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 and Brett McKinney, representing CenturyLink (collectively referred to as "Owner"), whose address is 11425 W Executive Dr. Boise, ID 83713.

RECITALS

WHEREAS, Owner wishes to permit placement of a new telecommunications vault/pullbox in the alley adjacent to 131 Washington Ave and 160 Second Street. The top of the new pullbox will be at grade level. 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 telecommunication infrastructure identified in Exhibit "A" within the public right-of-way in the alley adjacent to 131 Washington Ave and 160 Second Street until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.

2. Owner shall be responsible for the maintenance of said Improvements and shall 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 sidewalk, street, curb and gutter and any landscaping that is altered due to the construction and installation of the pullbox, 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:

By: _____
Brett McKinney
Its: Construction/Engineering Regional Manager

By: _____
Neil Bradshaw
Its: Mayor

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

On this ____ day of _____, 2023, 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 IDAHO)
County of Blaine) ss.

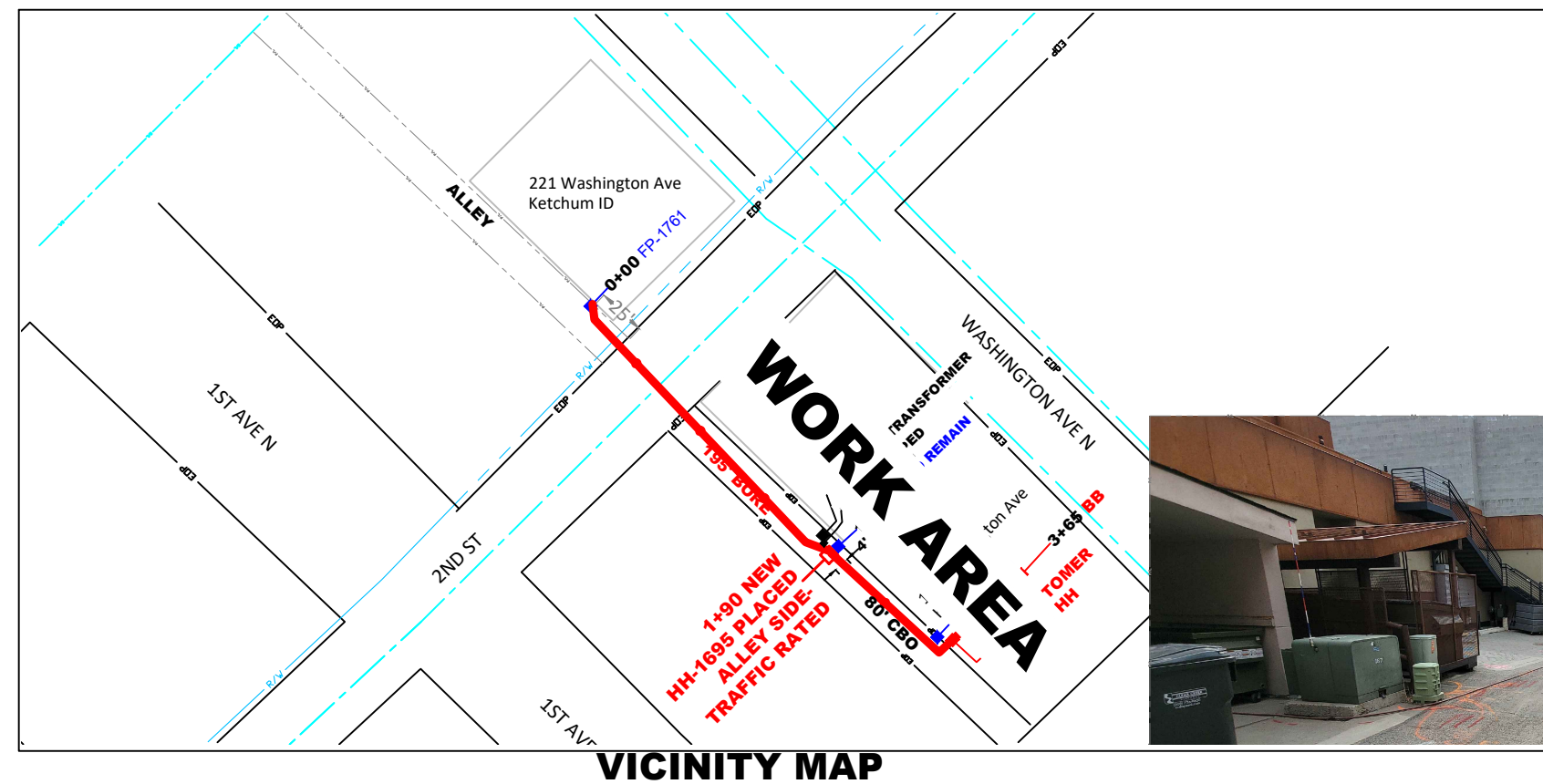
On this ___ day of _____, 2023, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and 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 SHEET | | SYMBOLY | |
|------------------------------|--|----------------------------------|--|
| CENTERLINES | | BRASS CAP | |
| MONUMENT LINE | | STREET SIGN | |
| PROPERTY LINE | | TREE | |
| RIGHT OF WAY | | BUSH | |
| PUE | | CACTUS | |
| MATCHLINE | | UTILITY CABINET | |
| RAILROAD | | POWER POLE | |
| CATV LINE | | WOOD POWER POLE | |
| ELECTRIC | | PROPOSED ANCHOR | |
| OVERHEAD ELECTRIC | | TRAFFIC LIGHT POLE | |
| OVERHEAD T & E | | STREET LIGHT | |
| GAS | | STEEL POWER POLE | |
| PETROLEUM | | WOOD TRANSMISSION POLE | |
| IRRIGATION | | STEEL TRANSMISSION POLE | |
| RWCD IRRIGATION PIPE | | JUNCTION BOX | |
| SEWER | | UTILITY VAULT/HAND HOLE | |
| STORM DRAIN | | GROUND TRANSFORMER | |
| TELEPHONE | | CATV POWER SUPPLY | |
| JOINT TRENCH TELCO/ELEC | | CATV PEDESTAL | |
| AERIAL UTILITY (FIBER OPTIC) | | TELCO PEDESTAL | |
| BURIED UTILITY (FIBER OPTIC) | | POWER PED EXISTING | |
| ABN TELCO | | POWER PED NEW | |
| WATER | | WATER METER | |
| RECLAIMED WATER | | WATER VALVE | |
| FENCE | | FIRE HYDRANT | |
| WALL | | BACK FLOW PREVENTER | |
| CITY LIMITS | | PROPOSED RISER | |
| TRAFFIC SIGNAL | | PROPOSED DG TO FOREIGN ANCHOR | |
| STREET LIGHT | | TRENCH FTG | |
| BORE | | ASPHALT CUT FTG | |
| ASPHALT CUT & RESTORE | | CATCH BASIN | |
| TRENCH | | CULVERT | |
| | | IRRIGATION CONTROL VALVE | |
| | | IRRIGATION MANHOLE | |
| | | WATER MANHOLE | |
| | | SEWER MANHOLE | |
| | | STORM DRAIN MANHOLE | |
| | | GAS MANHOLE | |
| | | TELCO MANHOLE | |
| | | CATV MANHOLE | |
| | | GAS VALVE | |
| | | GAS METER | |
| | | ELECTRIC METER | |
| | | ELECTRIC VAULT/PULLBOX | |
| | | TEL MANHOLE EXISTING | |
| | | TEL MANHOLE NEW | |
| | | TELCO HANDHOLE EXISTING | |
| | | TELCO HANDHOLE NEW | |
| | | 4'x4' BOREPIT | |
| | | SAI EXISTING | |
| | | SAI NEW | |
| | | RT EXISTING | |
| | | RT NEW | |
| | | TELCO REPEATER NEW | |
| | | TELCO REPEATER EXISTING | |
| | | COOLPED NEW | |
| | | COOLPED EXISTING | |
| | | PROPOSED AERIAL FIBER SLACK LOOP | |
| | | BORE FTG | |
| | | SLACK LOOP FTG | |



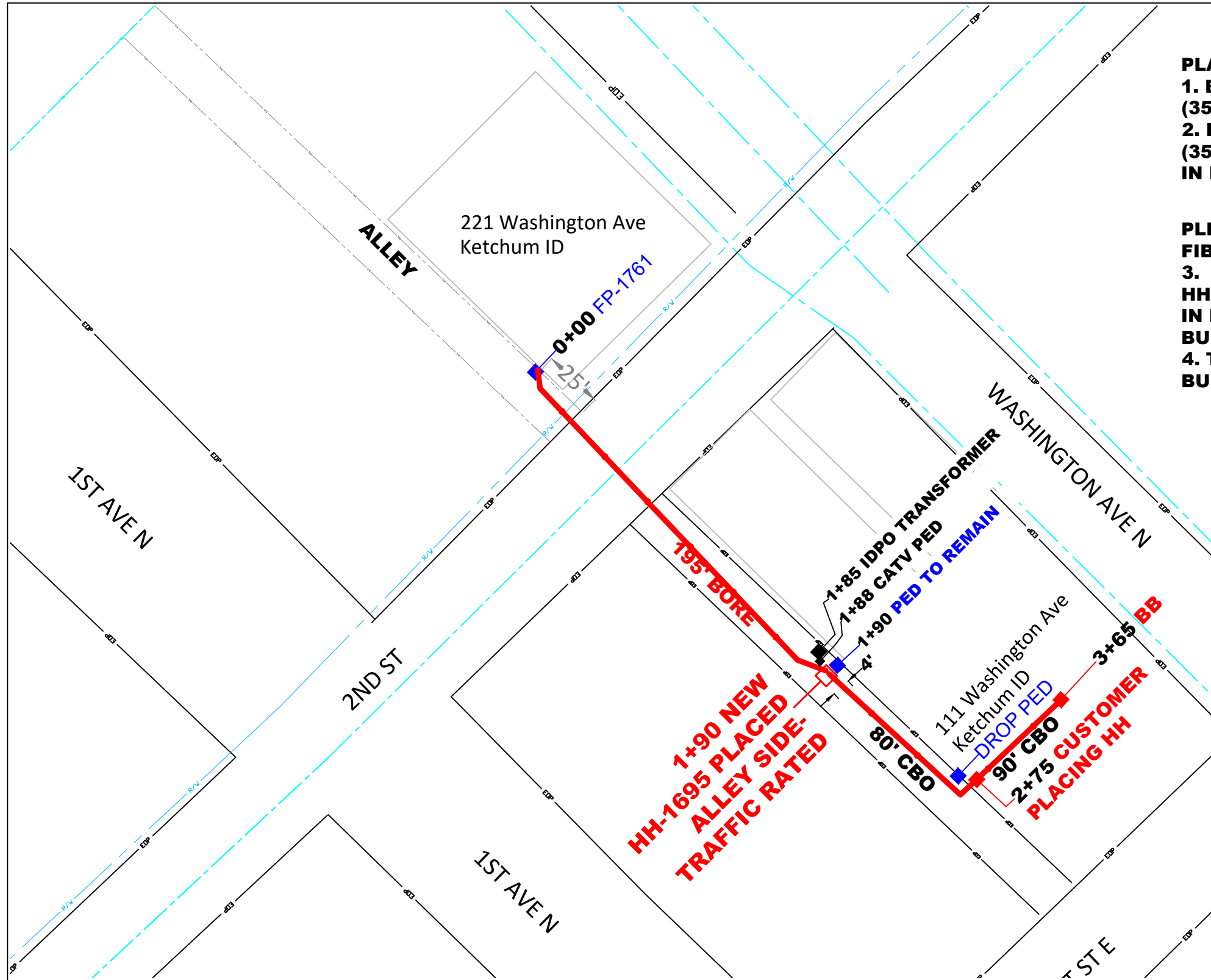
- CONSTRUCTION NOTES:**
- UTILITY LOCATE 72 HOURS PRIOR TO TRENCHING OR DIGGING
 - THE EXISTENCE AND LOCATION ON ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PRINTS WERE OBTAINED BY FIELD INSPECTION AND/OR A SEARCH OF AVAILABLE COUNTY RECORDS. THE ACTUAL LOCATION AND NATURE OF THE UNDERGROUND FACILITIES MAY BE DIFFERENT THAN SHOW. CONTRACTOR IS REQUIRE TO VERIFY PRIOR TO EXCAVATION.
 - FOR UNDERGROUND ACTIVITY: TEST AND VENTILATE MANHOLE/UTILITY VAULT PRIOR TO ENTRY, PLACE WARNING DEVICES AND WORK ARE PROTECTION AS REQUIRED, AND USE ALL SAFETY PROJECTION PER FEDERAL, STATE, AND LOCAL REGULATIONS.
 - ALL EXCAVATION, TRENCHING, AND SHORING IS TO ADHERE TO THE CODE OF ALL EXCAVATION, TRENCHING, AND SHORING IS TO ADHERE TO THE CODE OF CODE OF FEDERAL REGULATIONS (CFR) 1926.650 SUBPART P.
 - PROVIDE ALL PITS WITH 1'x1' SLOPE AT ONE END OF EXCAVATION FOR TECHNICIAN INGRESS/EGRESS.
 - EXCAVATED SPOILS ARE TO BE NO LESS THAN 24" FROM EDGE OF PIT OR FROM EDGE OF PIT OR TRENCH.
 - BARRICADE ALL OPEN PITS AND TRENCHING FOR PUBLIC SAFETY. ALL BARRICADES MUST BE EQUIPPED WITH FLASHING LIGHTS FOR NIGHT VISIBILITY.
 - FOR PITS GREATER THAN 4' IN DEPTH, USE APPROPRIATE SHORING FOR WALL STABILITY.
 - TRENCH COVER IS TO BE 36" MINIMUM AND FREE OF ROCKS, DEBRIS AND CLODS. THE TRENCH IS TO BE A MINIMUM OF 36" COVER IN DEVELOPED AREAS AND A MINIMUM OF 48" OF COVER IN UNDEVELOPED AREAS (ANY VARIANCE FROM THESE STANDARDS WILL BE SPECIFIED ON THE PLANS).
 - ALL ASPHALT/CONCRETE AND LANDSCAPING REMOVED, DISTURBED, OR DAMAGED AS A RESULT OF CONSTRUCTION SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER.
 - NORMAL/GUIDED-BORING METHOD RECOMMENDED WHEN BORING.
 - ADHERE TO AIRTIGHT GUIDELINES UNLESS OTHERWISE NOTED.
 - BOND BURIED/AERIAL FACILITIES AS REQUIRED BY JURISDICTIONAL AGENCY(S).
 - AERIAL FACILITIES ARE TO BE TESTED PRIOR TO BEGINNING WORK PER STATE AND LOCAL REGULATIONS.
 - ALL WORK AREA PROTECTIONS FOR TRAFFIC CONTROL IS TO BE WITH APPROVED WARNING DEVICES AND PLACED PER STATE DEPARTMENT OF TRANSPORTATION AND/OR PUBLIC WORKS ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS. IF REQUIRED, A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED TO THE REQUESTING PERMITTING AGENCY. PRIOR TO BEGINNING WORK, PERMITTING AGENCIES MUST BE NOTIFIED 48 HOURS IN ADVANCE OF CONSTRUCTION ACTIVITIES.
 - EXISTING PEDESTRIAN CROSSWALKS AND WALKING AREAS SHALL BE MAINTAINED AT ALL TIMES. AS NECESSARY, TEMPORARY PEDESTRIAN CROSSWALKS AND WALKING AREAS SHALL BE PROVIDED AND MAINTAINED PER STATE DEPARTMENT OF TRANSPORTATION AND/OR PUBLIC WORKS ENGINEERING DEPARTMENT STANDARDS AND SPECIFICATIONS.
 - THE FOLLOWING FOOTAGES ARE ESTIMATES. FOOTAGES TO BE VERIFIED PRIOR TO CONSTRUCTION.

RIGHT OF WAY NOTES:
RIGHT OF WAY LINES DEPICTED HAVE BEEN RESEARCHED USING SOME OR ALL OF THE FOLLOWING RESOURCES/METHODS:
REFERRING TO RECORDED SURVEYS AND COUNTY PARCEL MAP, SEARCHING FOR PROPERTY CORNER PINS, SEARCHING FOR CENTERLINE MONUMENTS, AND GEOGRAPHICAL OBSERVATION (FENCES, UTILITY LOCATIONS, CHANGES IN LANDSCAPING, ETC.)
DISCLAIMER: ABSOLUTE RIGHT OF WAY LINES LOCATION MUST BE OBTAINED VIA PROFESSIONAL LAND SURVEY (WHEN NECESSARY).

- AERIAL CONSTRUCTION NOTES:**
- MAINTAIN 40" BELOW LOWEST POWER ATTACHMENTS (TYPICALLY NEUTRAL).
 - MAINTAIN 30" BELOW NEUTRAL AT MID SPAN.
 - CANNOT USE POWER ANCHORS ON ANY CORNER POLE WITH OVER 6' OF ANGLE.
 - MAINTAIN 15'-6" MID-SPAN CLEARANCE TO GRADE/ROAD MINIMUM.
 - SIX FOOT SPACING (MINIMUM) BETWEEN PROPOSED CTL ANCHOR AND EXISTING POWER ANCHORS.

BLAINE COUNTY

| | | | | | | |
|---|--|--------------------------------|---|---|--|---|
| GEO: 360231 TAX: 06000 TPR: 110301 | SCOPE OF WORK: FIBER ENTRANCE TO CUSTOMER SITE 111 WASHINGTON AVE KETCHUM ID, 83340 CLLI:KTCHIDEB | REVISIONS | | | ECD: 10/31/2022 | |
| | | DATE | DESCRIPTION | | | |
| | | 7/12/00 | change from BD07 to BD05 ped | | | |
| | | 8/1/22 | HH instead of ped for fiber | | | |
| | | 10/6/22 | CHANGE LEC FROM 019 TO 135 AND ECD UPDATE | | | |
| FW PROJECT | WFMT PROJECT: | COMMUNITY NAME | ENGINEERING CONTACT | CONTRACT ENGINEER | CONSTRUCTION COORDINATOR | SPlicing COORDINATOR |
| N.997006 | A.2919144 | NAME: KETCHUM CITY: KETCHUM | NAME: BRAD MCNEW PHONE: 208-646-3599 | NAME: K HADLEY COMPANY: MTN LTD | NAME: JEFF DUNN PHONE: 208-736-0906 | NAME: RICK PERKINS PHONE: 208-733-0265 |
| | | | | ISSUE: 4 WC CLLI: KTCHIDMA | | EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT. THESE DRAWINGS AND SPECIFICATIONS SHALL REMAIN THE PROPERTY OF CENTURYLINK BEING ISSUED IN STRICT CONFIDENCE AND SHALL NOT BE REPRODUCED, COPIED, OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION. |
| | | | | SECTION: 36 TOWNSHIP: 5N RANGE: 17E | | |
| SHEET: 1 OF 2 | | | | | | |



PLACING NOTE:
 1. BEGIN PLACING 1.25"ID AND 24 FOC AT FP-1761 (35' LOOP IN FP)(NOT HH IN FIELD IS A BDO7-CMPH)
 2. PLACE 195' (1.25") ID BY BORING FROM FP -1761 (35' LP) TO NEW HH -1695. COPPER PED WILL REMAIN IN PLACE.

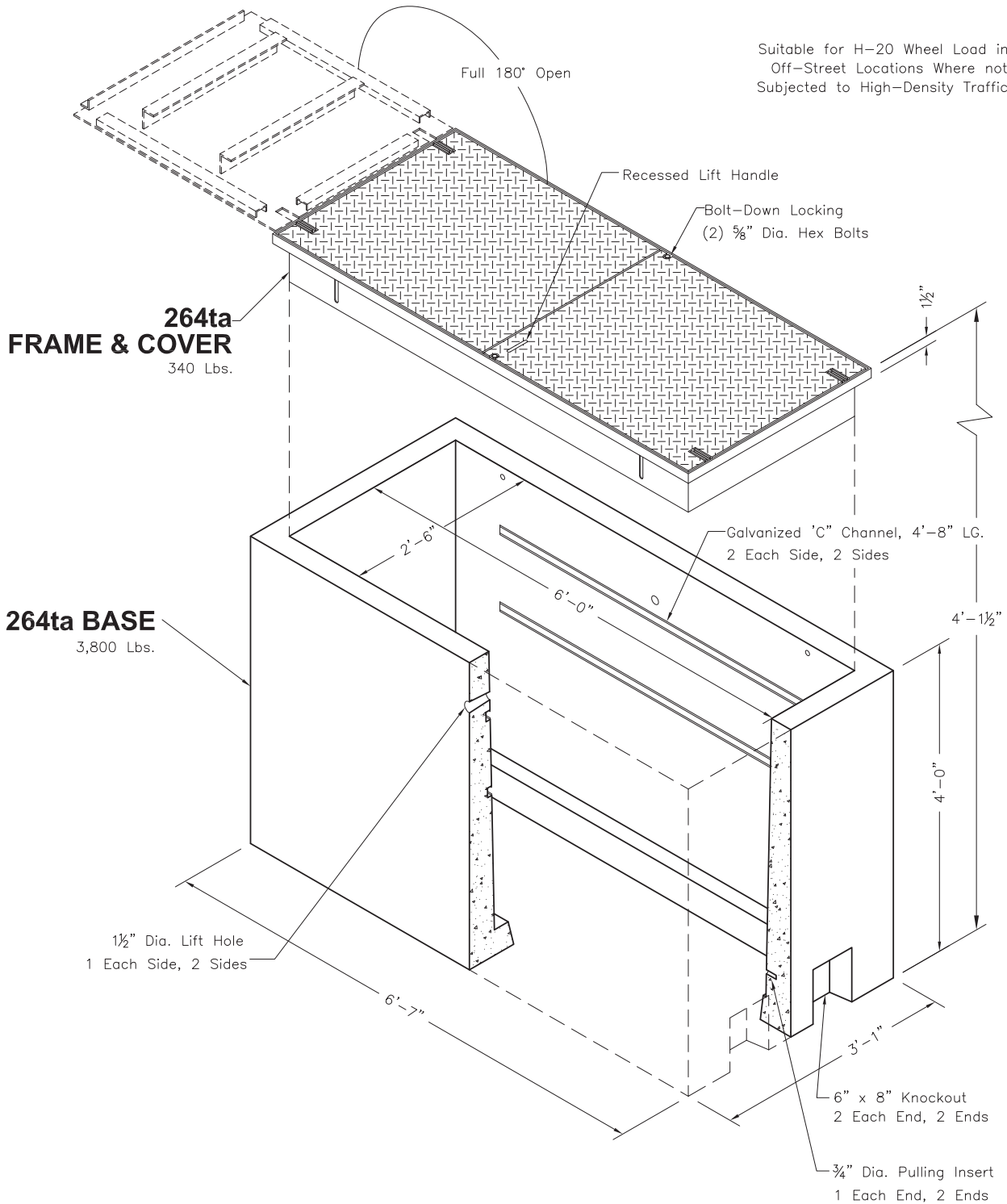
PLEASE SHOW AN ASPHALT CUT 16 SQ FT AT BOTH FIBER PED & NEW HH LOCATIONS.
 3. CUSTOMER PLACING CONDUIT FROM NEW HH-1695 TO CUST HH THEN INTO NEW BACKBOARD IN BUILDING. PULL 170' 24 FIBER FP-1956 TO BUILDING
 4. THEN CONDUIT BEING PLACED TO NEW BB IN BUILDING.

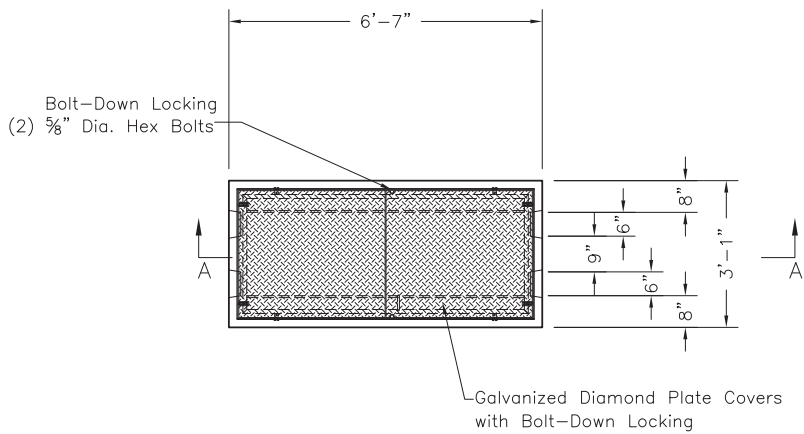


| | | | | | | | | |
|---|------------------|--|---|------------------------------------|---|---|---|--|
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| | | | | 8/1/22 | HH instead of ped for fiber | | DESC: KTCH - MOE - N27168478 - 111 WASHINGTON AVE EXCH KEY: 208-726 REM KEY: 3324 | |
| | | | | 10/6/22 | CHANGE LEC FROM 019 TO 135 AND ECD UPDATE | | SCALE: NTS DATE: 4/22/22 | |
| FW PROJECT | WFMT PROJECT: | COMMUNITY NAME | ENGINEERING CONTACT | CONTRACT ENGINEER | CONSTRUCTION COORDINATOR | SPlicing COORDINATOR | SHEET: 2 OF 2 | |
| N.997006 | A.2919144 | NAME: KETCHUM CITY: KETCHUM | NAME: BRAD MCNEW PHONE: 208-646-3599 | NAME: K HADLEY COMPANY: MTN LTD | NAME: JEFF DUNN PHONE: 208-733-0906 | NAME: RICK PERKINS PHONE: 208-733-0265 | | |

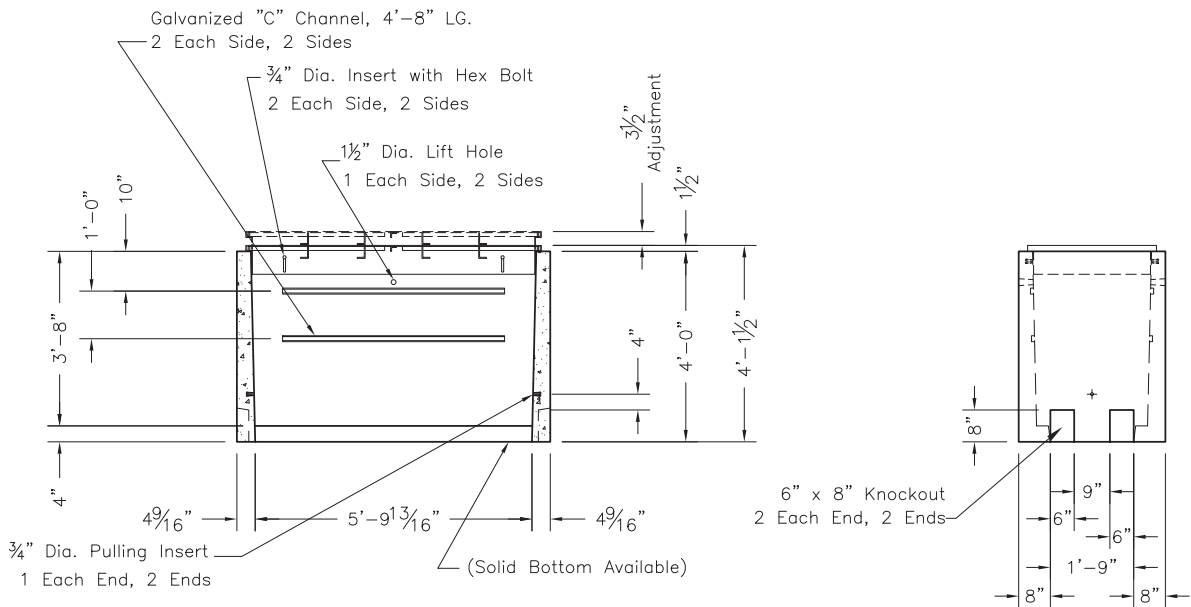
**264 ta
Pull Box**

264 Ta Pull Box
6'7"x3'1"x4'0"





PLAN VIEW



SECTION AA

END VIEW

Oldcastle Precast
801 West 12th Street
Ogden, Utah 84404

Phone: (801) 399-1171
Fax: (801) 392-7849

For more information about our products, please visit
oldcastleprecast.com

oldcastleprecast.com