



City of Ketchum

September 20, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Right-of-Way Encroachment Agreement 20646 for placement of snowmelt and gravel porous paver in the City Right-of-Way at 751 North Walnut Ave.

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 20646."

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 improvements will aid in preventing erosion of the public gravel parking area on Walnut

Introduction and History

A Right-of-Way Encroachment Permit request was received for a concrete driveway with snowmelt, gravel porous pavers within the City's Right-of-Way at 751 North Walnut Ave.

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.

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, relocation, or removal of the encroachment.

Analysis

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 20646

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 20646

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 DEREK and LORI HUNTER, (collectively referred to as "Owner"), whose address is 10121 Miller Ave., Ste 200, Cupertino, California 95014.

RECITALS

WHEREAS, Owner is the owner of real property described as 751 North Walnut Ave. ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit placement of a concrete driveway with snowmelt and gravel porous paver within the right-of-way on North Walnut Ave. 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 improvements identified in Exhibit "A" within the public right-of-way of North Walnut Ave, 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.

STATE OF IDAHO)
) ss.
County of Blaine)

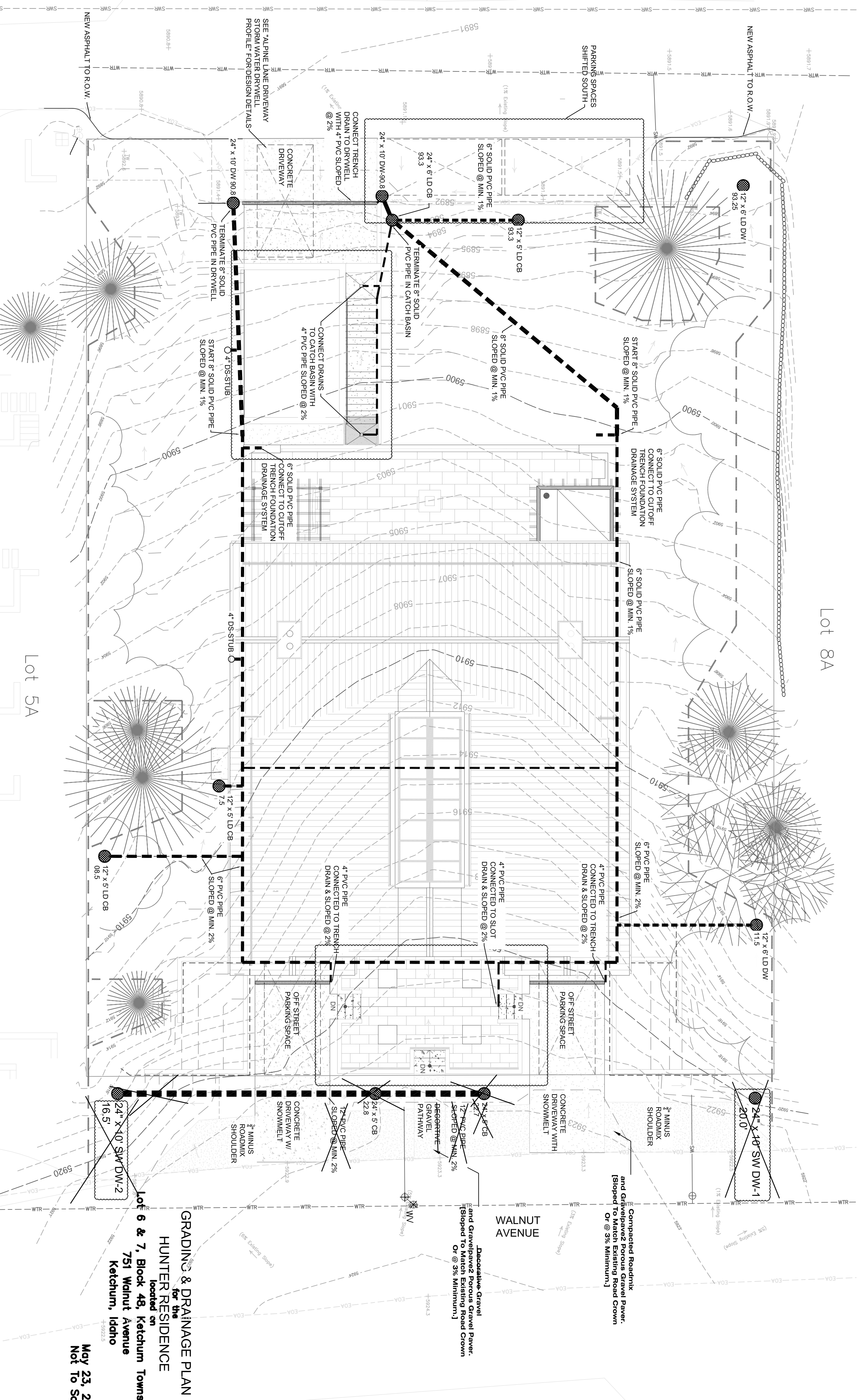
On this ___ day of _____, 2021, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and 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"

Lot 8A



GRADING & DRAINAGE SITE PLAN
Scale 1" = 10'

- LEGEND**
- 4" DS-STUB dia. PVC Stubout For Downspouts From 6"
 - 12" x 6' LD C 12" dia. Landscape Catch Basin
 - 24" x 6' LD CB 24" dia. Landscape Catch Basin
 - 24" x 10' DW 24" dia. x 10' deep Drywell
 - 12" x 6' DW 12" dia. x 6' deep Drywell

GRADING & DRAINAGE NOTES

1. The impervious areas consist of patios, walkways, roof and landscaping totals approximately 16,664 s.f.
2. Due to the bedrock encountered during the geotechnical report subsurface investigation all surface runoff shall be collected by catch basins, trench drains and surface grading and piped and/or directed to a drywells located downslope of the structure.
3. A 6" solid PVC collector pipe shall be installed on top of footing or at least 2 feet below finish grade around the entire structure to collect runoff from catch basins, downspouts & trench drains. The pipe shall be sloped at a min. of 1% and terminate in a large storm water drywell located under the Alpine Lane garage driveway.
4. The 21.0' long x 19.0' wide x 9.0' deep Alpine Lane garage driveway drywell shall be constructed below the driveway surface. 2' of structural fill shall cover the top of the drywell gravel to support the driveway.
5. See the "Alpine Lane Driveway Storm Water Drywell Profile" and Drywell System Sizing Worksheet for drywell details and calculations, respectively.
6. Walnut Avenue right-of-way runoff shall be directed to catch basins that terminate in a stormwater drywell located on the south side of the driveway within the right-of-way. See the "Walnut Avenue Stormwater Drywell Profile" for drywell dimensions.
7. The contractor is responsible for contacting Digline Utility Locate to mark all existing utilities in order to protect all utilities.
8. Any revision during installation of the drainage plan should be reviewed by the engineer.
9. The location and number of foundation drainage cutoff trenches will be determined in the field by the engineer depending on the foundation subgrade soils encountered at bottom of footing.
10. The foundation cutoff trenches are constructed with imported washed gravel structural fill and can support footings for limited spans as determined by the engineer.
11. Shallow Injection Well Inventory Forms have been submitted to LDWR for the two storm water drywells, SW DW-1 & SW DW-2 located in the Walnut Avenue right-of-way.

GRADING & DRAINAGE PLAN
for the
HUNTER RESIDENCE
located on
Lot 6 & 7, Block 48, Ketchum Townsite
751 Walnut Avenue
Ketchum, Idaho
May 23, 2019
Not To Scale

Infiltration System Sizing Worksheet

The proposed infiltration system consists of a drywell to infiltrate stormwater from the entire lot. The assumed storm duration is 1 hour.

Onsite Native Soil Infiltration	Infiltration Rate: 60 in/hr	Assumed T _e Intensity (25-yr, 15 min): 0.43 in/hr
Factor of Safety: 1.5	Design Infiltration Rate: 40 in/hr	Intensity (25-yr, 1 hr): 1.72 in/hr
Total Site Infiltration Sizing	Proposed Impervious Area: 16466 sq ft	Proposed Pervious Area: 26100 sq ft
Proposed Impervious Area: 16466	Runoff Coefficient: 1	Runoff Coefficient: 0.35
25-Year Design Runoff: 0.65 cfs	25-Year Design Runoff: 0.23 cfs	

Drywell Structure Dimensions

Drywell Manhole Diameter: 30 in	30" dia. equal to (2) 24" dia. Drywells
Drain Rock Thickness: 108 in	
Drain Rock Void Ratio: 0.4	
Drywell Rim Elevation: 5891.00	
Lowest Inlet Invert Elevation: 5888.00	
Depth to Bottom of Drywell: 9.0 ft	
Bottom Elevation: 5882.00	

Drywell Stage-Storage-Discharge

Drywell Stage	Water Surface Depth	Elevation	Storage in MH	Storage in Drain Rock	Total Storage	Bottom Wetted Area	Side Wetted Area	Total Wetted Area	Drywell Infiltration Flow Rate
(ft)	(ft)	(ft)	(ft ³)	(ft ³)	(ft ³)	(ft ²)	(ft ²)	(ft ²)	(cfs)
0.00	9.00	5882.00	0.0	0.0	0.0	330.1	0.0	330.1	0.306
0.60	8.40	5882.60	2.9	78.0	81.0	330.1	38.6	368.7	0.341
1.20	7.80	5883.20	5.9	156.1	162.0	330.1	77.3	407.3	0.377
1.80	7.20	5883.80	8.8	234.1	242.9	330.1	115.9	446.0	0.413
2.40	6.60	5884.40	11.8	312.1	323.9	330.1	154.6	484.6	0.449
3.00	6.00	5885.00	14.7	390.2	404.9	330.1	193.2	523.3	0.485
3.60	5.40	5885.60	17.7	468.2	485.9	330.1	231.8	561.9	0.520
4.20	4.80	5886.20	20.6	546.3	566.9	330.1	270.5	600.6	0.556
4.80	4.20	5886.80	23.6	624.3	647.9	330.1	309.1	639.2	0.592
5.40	3.60	5887.40	26.5	702.3	728.8	330.1	347.8	677.8	0.628
6.00	3.00	5888.00	29.5	780.4	809.8	330.1	386.4	716.5	0.663

ALPINE LANE DRIVEWAY DRYWELL DESIGN

Project Path and Print Date	NO	DATE	BY
Hunter-Grading & Drainage Plan-24May19			
Project Path and Print Date			
Hunter-Grading & Drainage Plan-24May19			
Project Path and Print Date			
Hunter-Grading & Drainage Plan-24May19			

C-1

GRADING & DRAINAGE PLAN
for the
HUNTER RESIDENCE
located on
Lot 6 & 7, Block 48, Ketchum Townsite
Prepared for Deke & Lori Hunter

BUTLER ASSOCIATES, INC.
Geotechnical & Civil Engineering & Land Planning Consulting
208 Spruce Ave. N.
P.O. Box 1034, Ketchum, ID 83340
Office: (208) 720-6432
Email: evgoetech@gmail.com



These documents are approved contingent on compliance with the mark-ups and notes applied. This is not approval of any violation of any code, ordinance, statute or regulation.