



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: June 17, 2024 Staff Member/Dept: Paige Nied, Associate Planner
Planning and Building Department

Agenda Item: Recommendation to review and approve Right-of-Way Encroachment Agreement #24913 between the City of Ketchum and Bruce G Vitarisi Trustee of the 219 E Canyon Run Trust Dated 5/27/21.

Recommended Motion:

I move to authorize the Mayor to sign Right-of-Way Encroachment Agreement #24913 between the City of Ketchum and Bruce G Vitarisi Trustee of the 219 E Canyon Run Trust Dated 5/27/21.

Reasons for Recommendation:

- The building permit for 219 E Canyon Run Blvd is currently under review and the applicant is proposing to place driveway pavers within the city right-of-way.
- 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):

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 #24913 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 24913

THIS AGREEMENT, made and entered into this ____ day of ____, 2024, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho 83340 and Bruce G Vitarisi Trustee of the 219 E Canyon Run Trust Dated 5/27/21, ("Owner"), whose mailing address is Post Office Box 6935, Ketchum, Idaho, 83340 and who owns real property located at 219 E Canyon Run Blvd, Ketchum, Idaho 83340 ("subject property") legally described as Lot 12A, Sun Valley Subdivision.

RECITALS

WHEREAS, Owner wishes to permit the placement of driveway pavers within the right-of-way on E Canyon Run Blvd. 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 E Canyon Run Blvd, until notified by Ketchum to remove the 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.

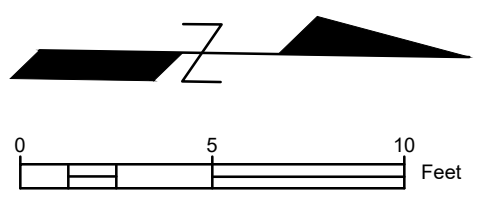
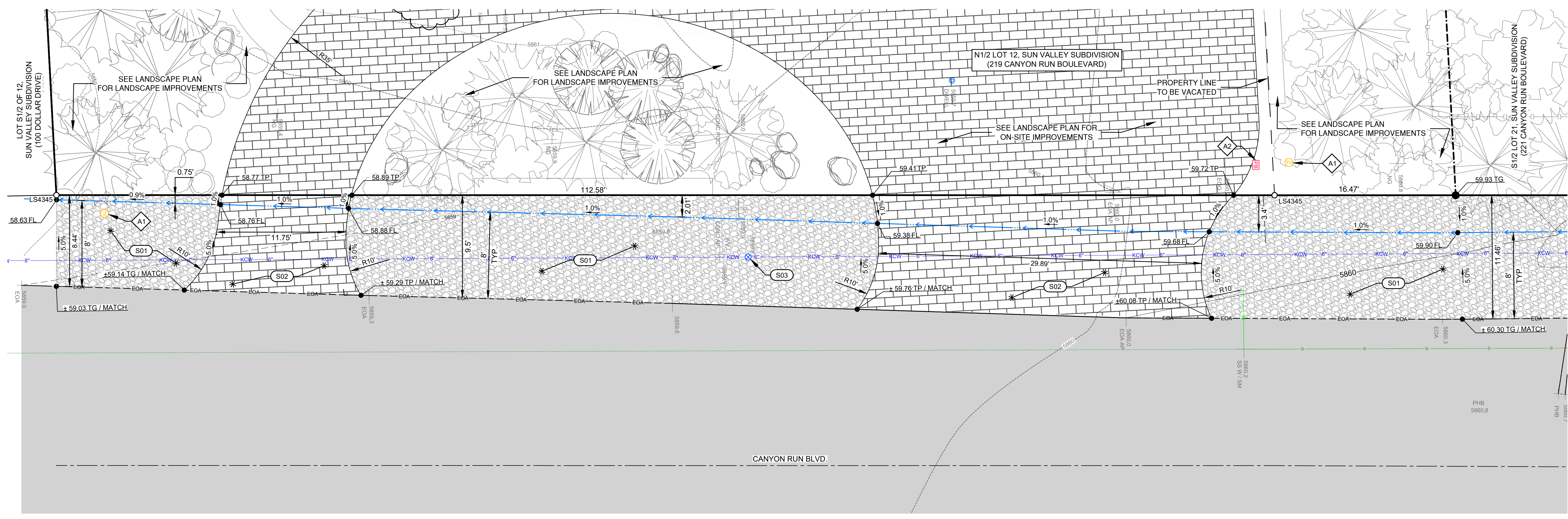
9. This Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character 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.

EXHIBIT "A"



GENERAL NOTES:

- SEE LANDSCAPE PLAN BY W.E.S. LANDSCAPE ARCHITECTURE FOR LANDSCAPING IMPROVEMENTS.
- EXISTING CONDITIONS AND BOUNDARY INFORMATION SHOW HEREON ARE PER A SURVEY CONDUCTED BY PHILLIPS LAND SURVEYING, PLLC. RECEIVED ON MARCH 12, 2024.

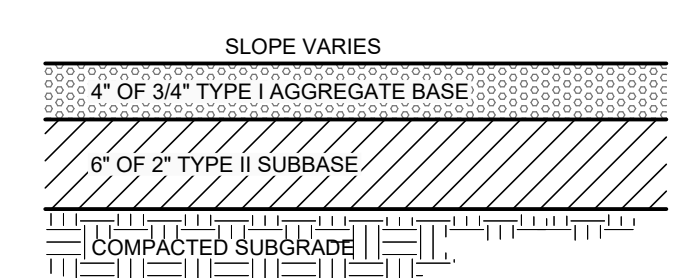
CONSTRUCTION NOTES:

- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO REGULATIONS FOR PUBLIC DRINKING WATER SYSTEMS," THE CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPCW), AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPCW ON SITE DURING CONSTRUCTION.
- 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.
- 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, INCLUDING BUT NOT LIMITED TO, EPA'S NPDES CONSTRUCTION GENERAL PERMIT.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, INCLUDING THE CITY OF KETCHUM'S STREET AND ALLEY DIGGING, EXCAVATION, AND TRENCH PERMIT.
- CONTRACTOR SHALL COORDINATE LOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) NOT SHOWN ON THE DRAWING WITH IDAHO POWER.
- ALL CLEARING & GRUBBING SHALL CONFORM TO ISPCW SECTION 201.
- ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPCW SECTION 202. EXCAVATED SUBGRADE SHALL BE COMPACTED AND ALL UNSUITABLE SECTIONS REMOVED AND REPLACED WITH STRUCTURAL FILL AS DETERMINED BY THE ENGINEER. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPCW 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPCW SECTION 801 AND COMPACTED PER ISPCW SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
- ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPCW 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPCW SECTION 802 AND COMPACTED PER ISPCW SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- 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). TRAFFIC CONTROL PLANS ARE REQUIRED AS PART OF THE CITY OF KETCHUM'S STREET AND ALLEY DIGGING, EXCAVATION, AND TRENCH PERMIT.
- ALL CONCRETE FORM WORK SHALL CONFORM TO ISPCW SECTION 701 AND 703. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPCW SECTION 703, TABLE 1.C.
- ALL TRENCHING SHALL CONFORM TO ISPCW STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.

EXISTING ITEMS		PROPOSED ITEMS	
---	PROPERTY BOUNDARY	---	PROPERTY LINE
---	PREVIOUS LOT LINE	---	5' CONTOUR INTERVAL
---	ADJOINER'S LOT LINE	---	1' CONTOUR INTERVAL
---	CENTERLINE OF RIGHT OF WAY	---	PAVERS
---	EASEMENT	---	GRAVEL
---	5' CONTOUR INTERVAL	---	FLOW LINE
---	1' CONTOUR INTERVAL	---	GRADE
X	FENCE LINE	---	ELEV. DESC.
○	FOUND 1/2" REBAR	---	SPOT GRADE ELEVATION, DESCRIPTION
○	FOUND ALUMINUM CAP ON 5/8" REBAR	---	ABBREVIATIONS
○	FOUND BRASS CAP ON 1" STEEL PIPE	FL	FLOW LINE
○	SET 5/8" REBAR	MATCH	MATCH EXISTING
○	ASPHALT	TP	TOP OF PAVERS
○	WATERLINE PER CITY OF KETCHUM UTILITY MAP	TG	TOP OF GRAVEL
○	WATERLINE SERVICE		
○	WATER VALVE		
○	SEWER MAIN PER CITY OF KETCHUM UTILITY MAP		
○	SEWER SERVICE		
○	OVERHEAD TELEPHONE LINE		
○	TVBOX = CABLE TV RISER		
○	DWELL = DRY WELL		

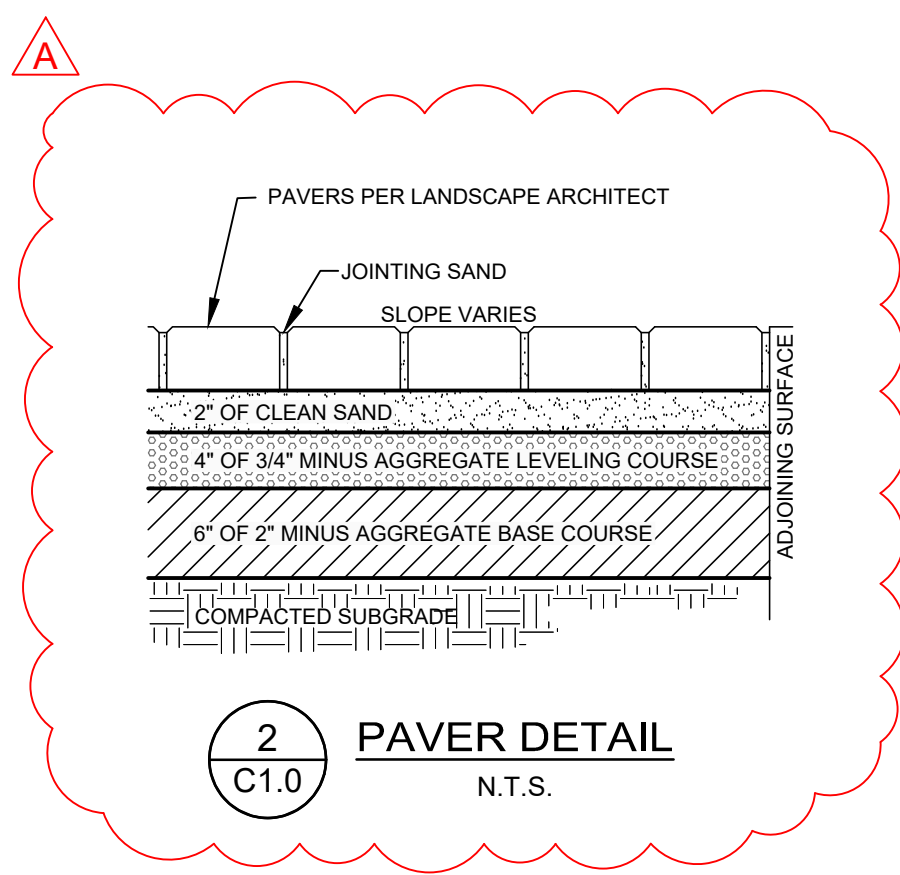
SITE IMPROVEMENT KEY NOTES

- (S01) INSTALL GRAVEL SEE DETAIL 1, SHEET C0.1.
- (S02) CONSTRUCT PAVER DRIVEWAY PER DETAIL 2, SHEET C0.1.
- (S03) RETAIN AND PROTECT EXISTING WATER VALVE. LOWER LID TO MATCH PROPOSED GRADE. EXISTING LID ELEV. = 5859.9 PROPOSED LID ELEV. = 5859.4
- (A) RETAIN AND PROTECT:
 - EXISTING CABLE TV RISER
 - EXISTING POWER BOX



- NOTES:**
- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
 - MATERIALS SHALL CONFORM WITH CURRENT ISPCW STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
 - PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.

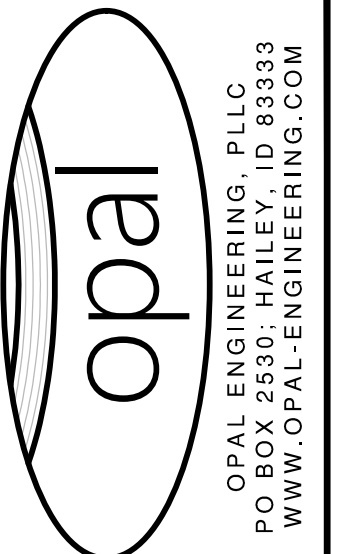
1 TYPICAL GRAVEL SECTION
N.T.S.



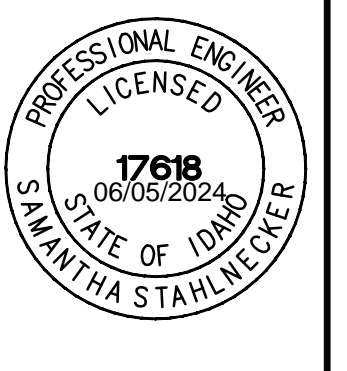
2 PAVER DETAIL
N.T.S.



VICINITY MAP
N.T.S.



PURPOSE: ISSUE FOR ROW / PERMIT SUBMITTAL (04/05/2024)	
REVISION NO.	DATE
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100	06/05/2024



RIGHT-OF-WAY IMPROVEMENTS PLAN
MEYER RESIDENCE - 219 CANYON RUN BOULEVARD
PREPARED FOR DARCI REIMUND DESIGNS, LLC

24007
PROJECT NUMBER

C1.0

REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by agreement in writing with Opal Engineering, PLLC.