



City of Ketchum

September 6, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Right-of-Way Encroachment Agreement 22796 for the placement of driveway pavers in the public right-of-way at 118 Irene Street.

Recommendation and Summary

Staff recommends the Ketchum City Council approve the attached Right-of-Way Encroachment Agreement 22796 and adopt the following motion:

“I move to authorize the Mayor to sign Right-of-Way Encroachment Agreement 22796 with David & Kimberly Barenborg.”

The reasons for the recommendation are as follows:

- The improvements will not impact the use or operation of Irene Street.
- The improvements will not impact drainage or snow removal within the public right-of-way.
- The project complies with all standards for Right-of-Way Encroachment Permit issuance specified in Ketchum Municipal Code §12.12.060.

Introduction and History

The property owner submitted a Right-of-Way Encroachment Permit application for driveway pavers within the City’s right-of-way along Irene Street. The driveway will access an existing residence located at 118 Irene Street within the City’s General Residential – Low Density (GR-L) Zoning District.

A public right-of-way is defined as improved or unimproved public property dedicated or deeded to the City for the purpose of providing vehicular, pedestrian, and public use. In Ketchum, the public rights-of-way consist of roadways, curbs, gutters, sidewalks, signage, and drainage facilities. The public rights-of-way are also used for public parking, wintertime snow storage, and conveyance of utilities, such as water, sewer, electricity, telephone, and cable.

Analysis

Pursuant to Ketchum Municipal Code §12.12.040.C, a Right-of-Way Encroachment Permit is required for any permanent encroachment of the public right-of-way where a permanent fixture to the ground or a building will occur. The associated Right-of-Way Encroachment Agreement is 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. The standards for issuance of a Right-of-Way

Encroachment Permit are specified in Ketchum Municipal Code §12.12.060. The encroachments proposed for the 118 Irene Street (Barenborg) Residence project comply with all standards.

Sustainability

The ROW Encroachment Permit does not limit the ability of the city to reach the goals of the Ketchum Sustainability Action Plan – 2020.

Financial Impact

There is no financial requirement from the city for this action.

Attachments

ROW Encroachment Agreement 22796

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 22796

THIS AGREEMENT, made and entered into this ____ day of ____, 2022, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and David & Kimberly Barenborg (collectively referred to as "Owner"), whose address is 118 Irene Street.

RECITALS

WHEREAS Owner is the owner of real property described as 118 Irene Street ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit placement of paver driveway and low ground cover within the right-of-way on 118 Irene Street. 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 install a paver driveway and low ground cover identified in Exhibit "A" within the public right-of-way on Irene Street, 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 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 modification taking place.

3. Owner shall be responsible for restoring the alley, sidewalk, curb, and 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.

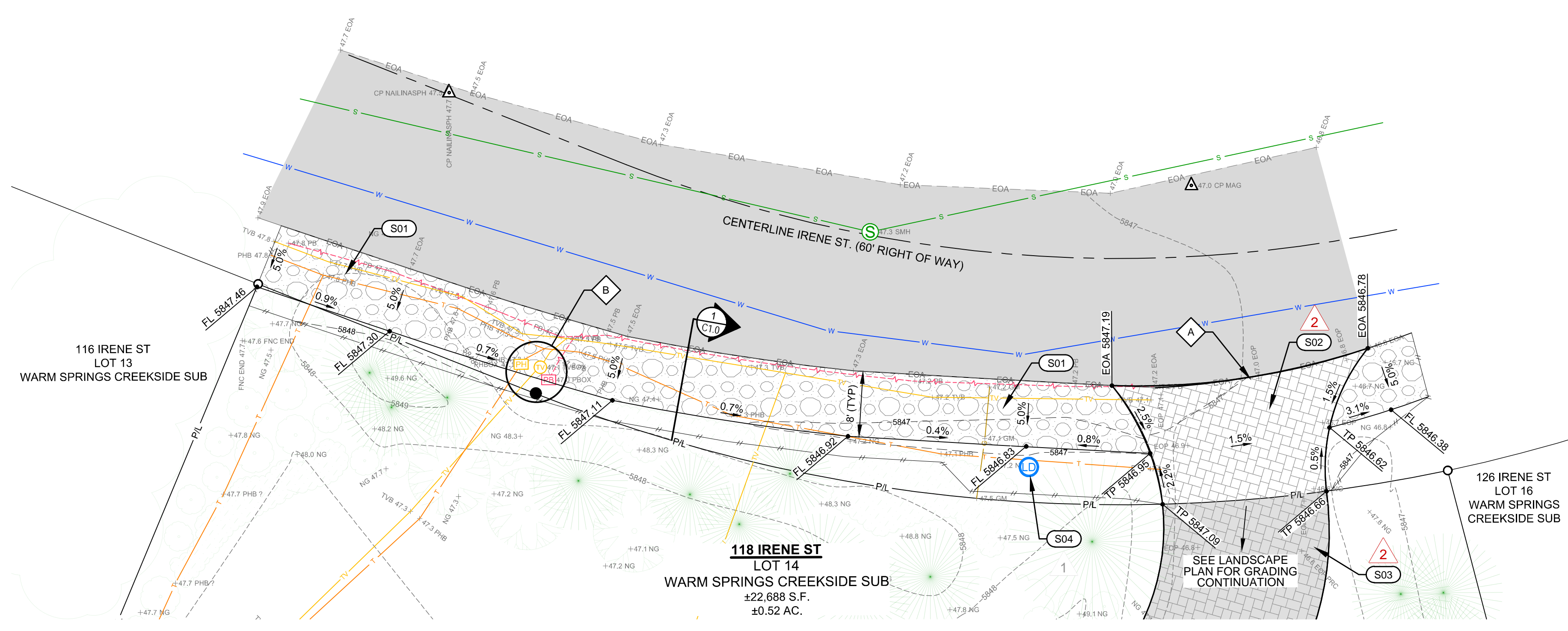
EXHIBIT "A"

CONSTRUCTION NOTES

- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST 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 AND CITY OF KETCHUM STANDARDS 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 A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.
- CONTRACTOR SHALL COORDINATE RELOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) WITH THE APPROPRIATE UTILITY FRANCHISE.
- 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.
- 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).
- ALL CLEARING & GRUBBING SHALL CONFORM TO ISPCW SECTION 201.
- ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPCW 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 ENGINEER.
- 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 BACKFILL WITH PIT RUN GRAVEL.
- 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 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 SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- TRAFFIC CONTROL SHALL BE PER THE TRAFFIC CONTROL PLAN. CONTRACTOR WILL NEED TO MAINTAIN ACCESS TO ALL PRIVATE PROPERTIES, UNLESS OTHERWISE COORDINATE WITH THE PROPERTY OWNER THROUGH THE CITY ENGINEER.
- 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.
- 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.
- BOUNDARY AND TOPOGRAPHIC AND BOUNDARY INFORMATION IS BASED ON A SITE SURVEY BY GALENA ENGINEERING, DATED 10/26/2021.

SITE IMPROVEMENT KEY NOTES

- S01 CONSTRUCT GRAVEL SHOULDER. SEE DETAIL 1 THIS SHEET.
 - S02 CONSTRUCT STANDARD PAVER DRIVEWAY WITHIN ROW. SEE DETAIL 2 THIS SHEET.
 - S03 CONSTRUCT HEATED PAVER DRIVEWAY OUTSIDE ROW. SEE DETAIL 3 THIS SHEET.
 - S04 CONSTRUCT LANDSCAPE DRYWELL. SEE DETAIL 4 THIS SHEET. RIM ELEVATION = 5846.73.
- A MATCH EXISTING LINES AND GRADES
B RETAIN AND PROTECT UTILITIES



LEGEND

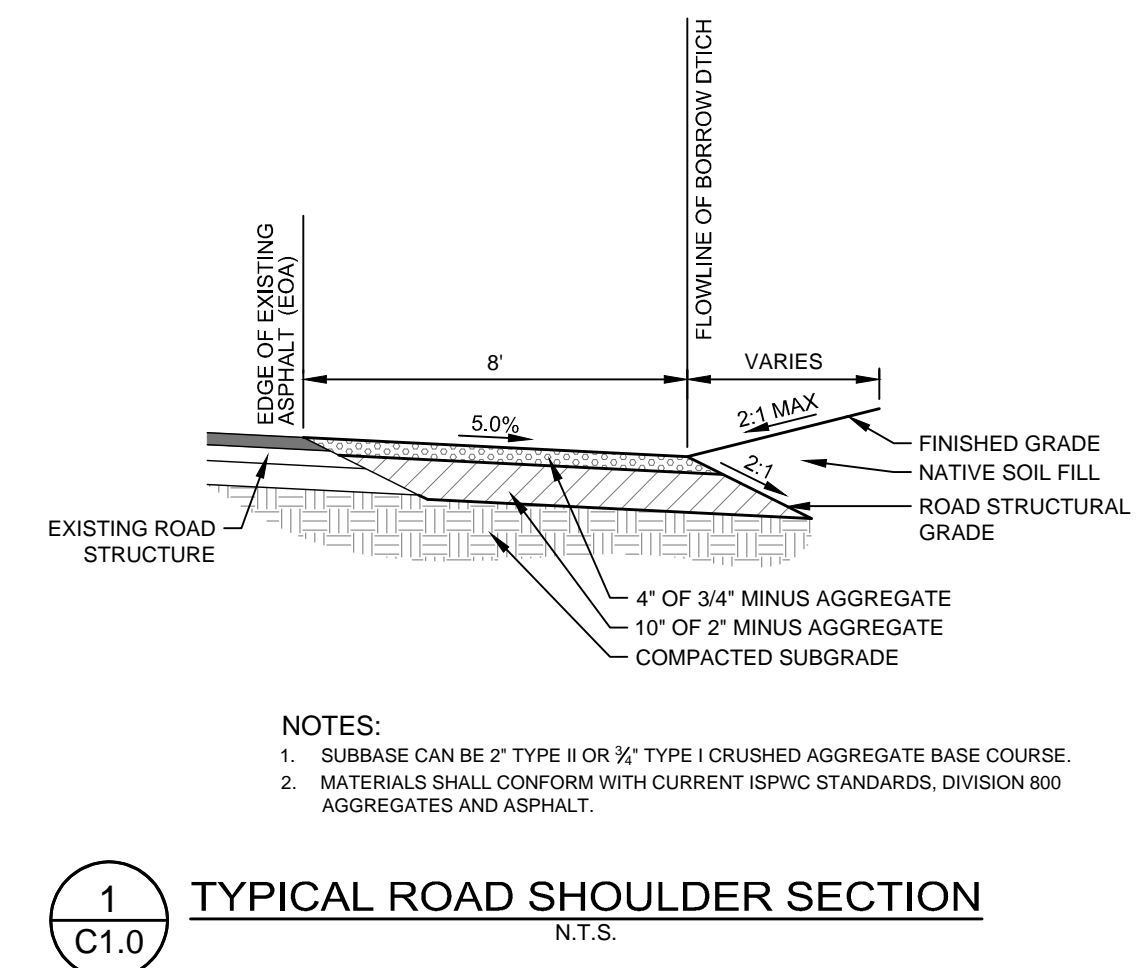
EXISTING ITEMS

- Property Line
- Adjoiner's Lot Line
- Centerline
- 5' Contour Interval
- 1' Contour Interval
- Edge of Asphalt
- Utility Risers
- Power Pole
- Water Meter
- Valve Box
- Drywell
- Found 1/2" Rebar
- Sewer Main
- Sewer Service
- Sewer Manhole
- Water Main
- Water Service

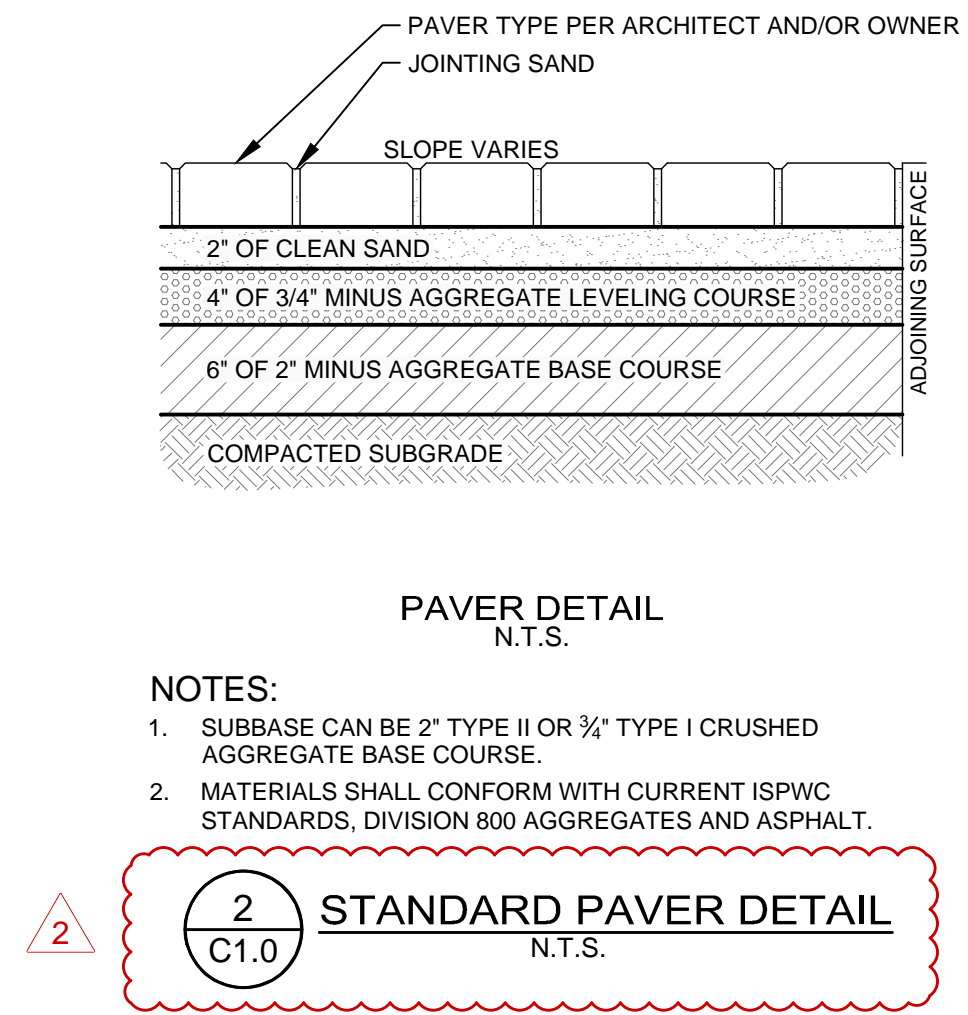
PROPOSED ITEMS

- Pavers
- Flow Line of Ditch/Swale
- Spot Elevation
- Grade / Slope
- Gravel Shoulder
- 5' Contour Interval
- 1' Contour Interval
- Limits of RW Improvement Disturbance

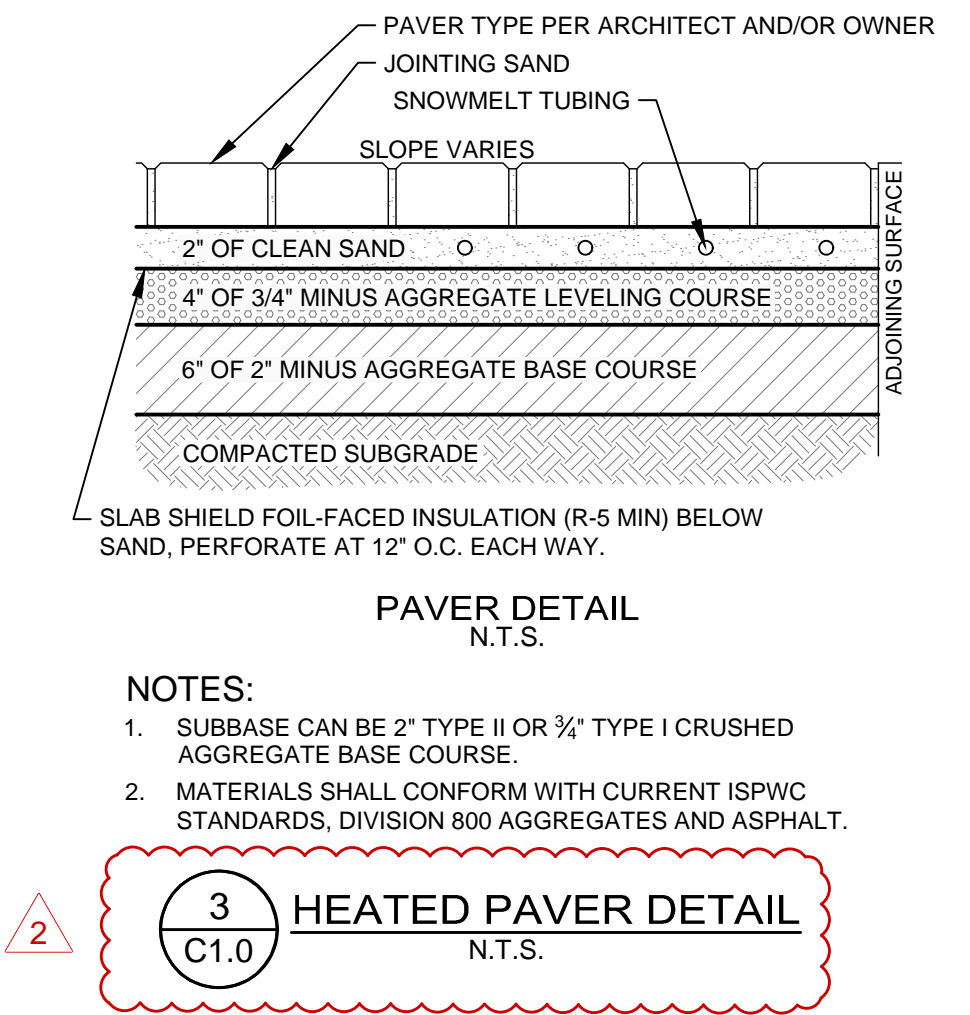
BS = Bottom of Steps
EG = Existing Grade
FFE = Finished Floor Elevation
FG = Finished Grade
FL = Flow Line
TA = Top of Asphalt
TC = Top of Concrete
TG = Top of Grate
TP = Top of Pavers



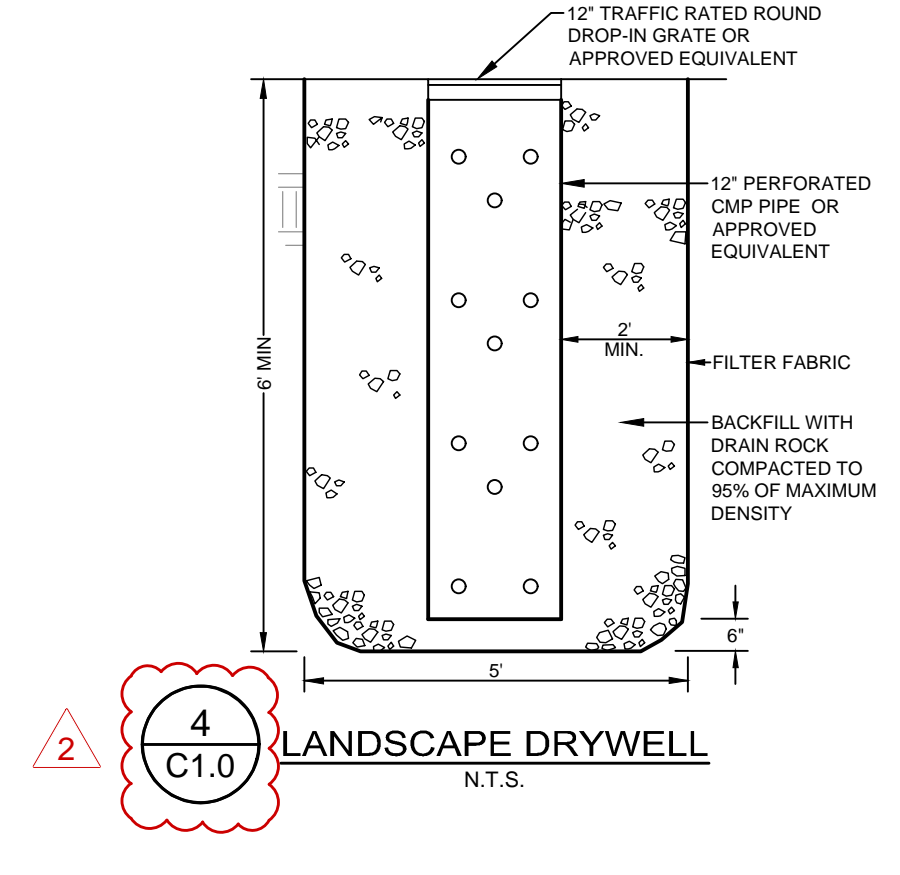
- NOTES:**
- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
 - MATERIALS SHALL CONFORM WITH CURRENT ISPCW STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.



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 - MATERIALS SHALL CONFORM WITH CURRENT ISPCW STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.



REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any project or extension of this project except by agreement in writing with Galena Engineering, Inc.

RIGHT-OF-WAY IMPROVEMENT PLAN
118 IRENE STREET
AMENDED LOT 14, WARM SPRINGS CREEKSIDE SUBD.
LOCATED WITHIN SECTION 11, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR DAVID AND KIMBERLY BARENBERG

PROJECT INFORMATION
File: 118IreneSt(2022)ImpConstruction(2022).ENG 9A-SE - MS Update.dwg 08/22/2022 12:35:48 PM

ORIGINAL SIGNED BY: _____
DATE ORIGINAL SIGNED: 08/22/2022

PROFESSIONAL ENGINEER
LICENSED
21244
STATE OF IDAHO
MATT SMITHMAN

ORIGINAL ON FILE AT
OFFICE OF GALENA
ENGINEERING
(HAILEY, ID)

DESIGNED BY: _____
CT
DRAWN BY: _____
MS
CHECKED BY: _____

GALENA ENGINEERING, INC.
Civil Engineers & Land Surveyors
317 N. River Street
Hailey, Idaho 83433
(208) 788-1705
email: galena@galena-engineering.com

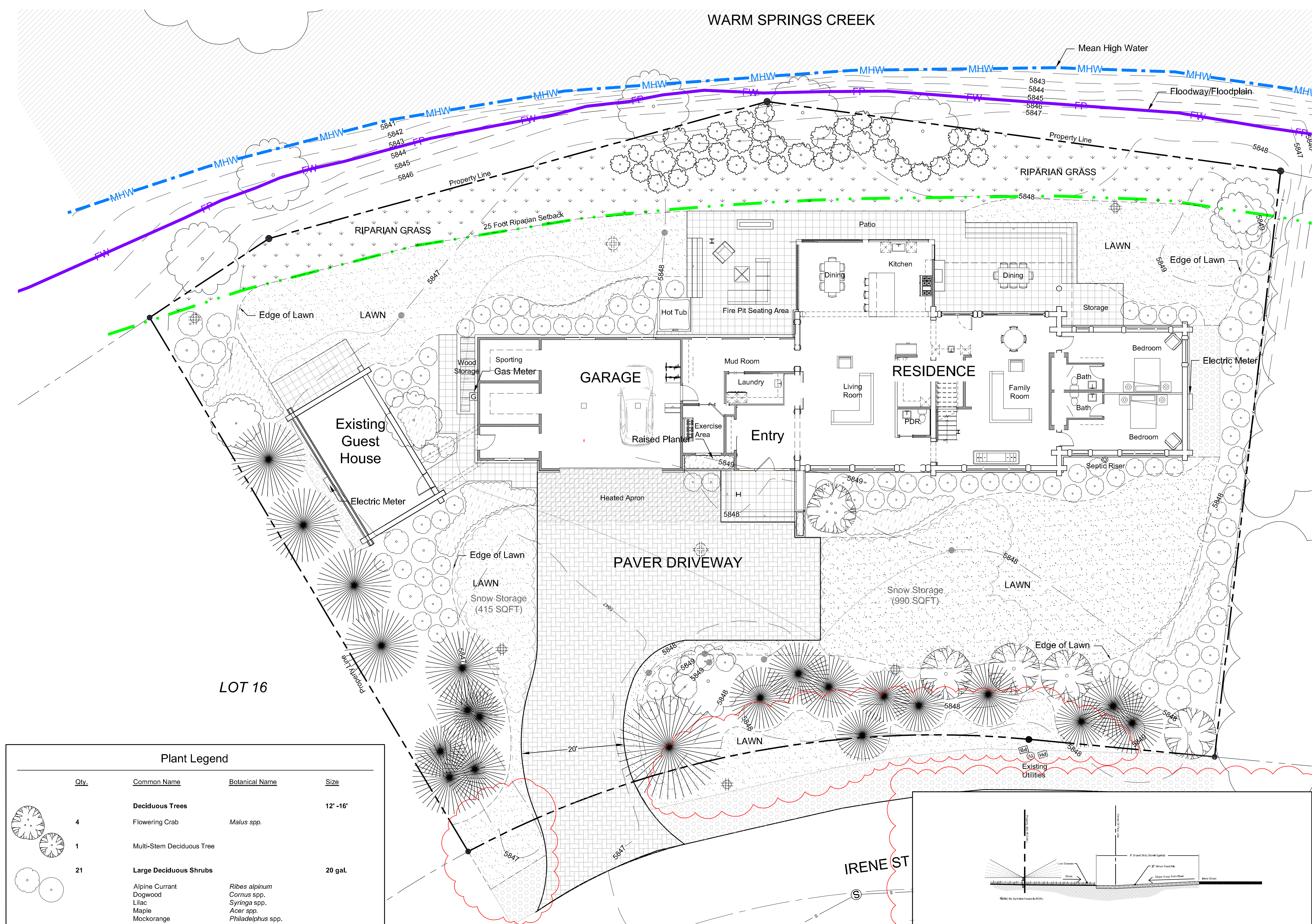
REVISIONS

NO.	DATE	BY	REVISIONS
A	08/15/2022	MS	REVISIONS PER CITY OF KETCHUM REVIEW
A	08/22/2022	MS	PAVER DRIVEWAY CLARIFICATIONS

PURPOSE: _____

C1.0

WARM SPRINGS CREEK

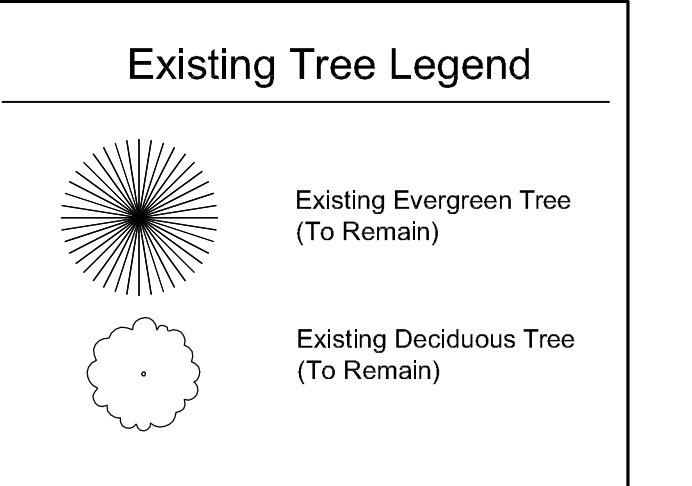
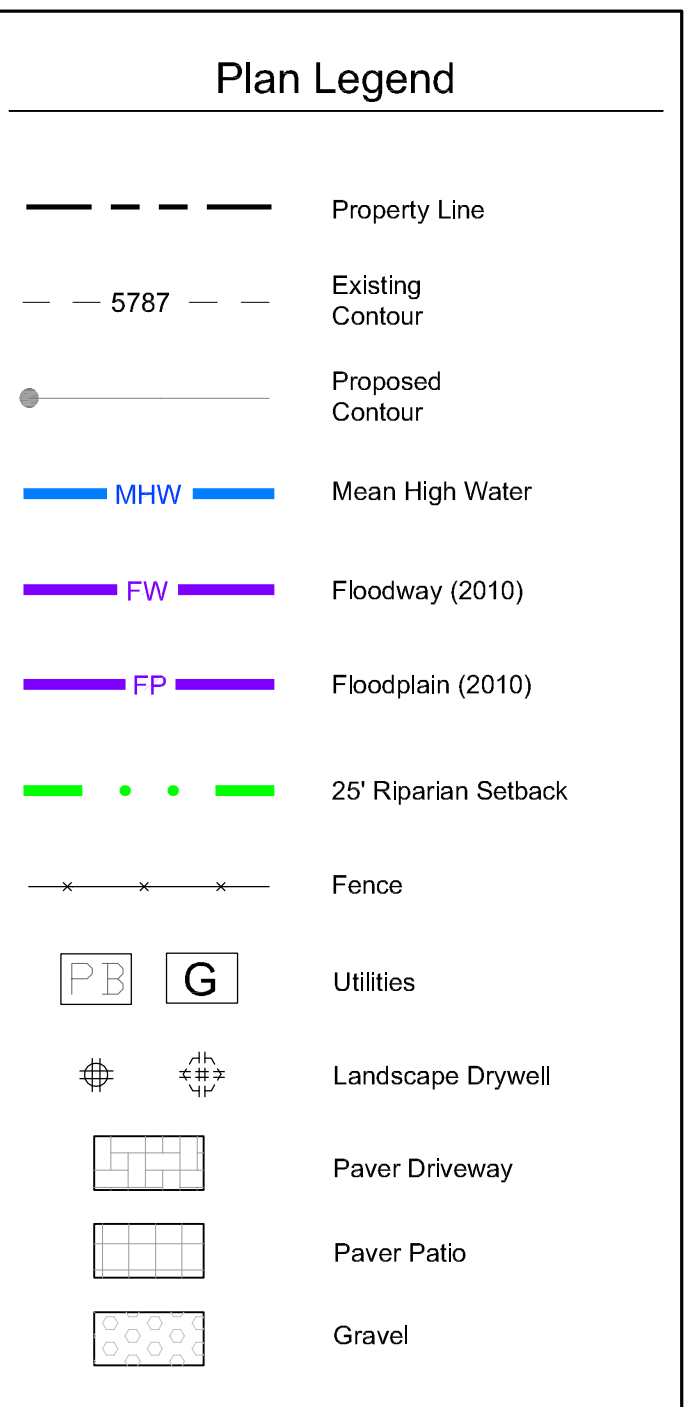


General Notes

1. Base map information taken from survey by Galena Engineering dated 10/18/21 and from on-site information. Contractor shall verify conditions in the field prior to construction. Architectural Information provided by Blincoe Architecture dated 07/01/22.
2. Landscape architect is not responsible for any deviation from these plans, unless such changes are authorized by the landscape architect in writing.
3. All existing utilities are underground. All new utilities shall be underground.
4. Site serviced by City of Ketchum.

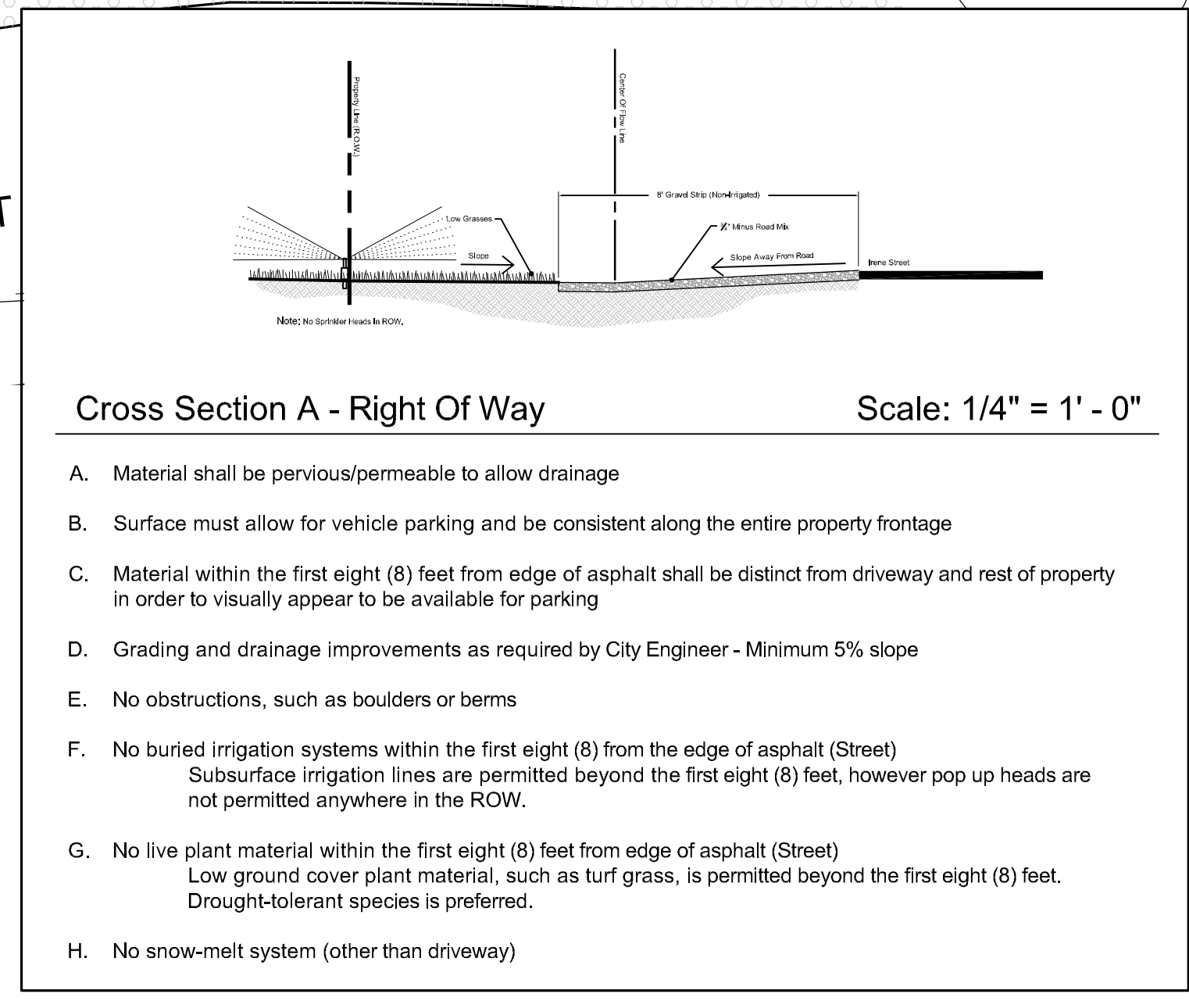
Landscape Plan Notes

1. All Disturbed areas shall be revegetated and irrigated with an automatic underground sprinkler system.
2. All planting beds to have 3" cover of bark or compost mulch.
3. Trees shown at approximately 2/3 mature diameter.
4. All utilities are underground and shall be located prior to any work.



Snow Storage

Driveway Area:	2,567 SQFT x 50%
Required Area:	1,283.5 SQFT
Snow Storage Provided:	1,405 SQFT



Plant Legend

Qty.	Common Name	Botanical Name	Size
4	Deciduous Trees Flowering Crab	<i>Malus spp.</i>	12' - 16'
1	Multi-Stem Deciduous Tree		
21	Large Deciduous Shrubs		20 gal.
	Alpine Currant	<i>Ribes alpinum</i>	
	Dogwood	<i>Cornus spp.</i>	
	Lilac	<i>Syringa spp.</i>	
	Maple	<i>Acer spp.</i>	
	Mockorange	<i>Philadelphus spp.</i>	
	Ninebark	<i>Physocarpus spp.</i>	
88	Small Deciduous Shrubs		20 gal.
	Burning Bush	<i>Euonymus alatus</i>	
	Colanester	<i>Cotoneaster spp.</i>	
	Snowberry	<i>Symphoricarpos spp.</i>	
	Spirea	<i>Spirea spp.</i>	
100	Perennial Flowers		Flats
	Lupine	<i>Lupinus spp.</i>	
	Echinacea	<i>Echinacea spp.</i>	
	Rubedckia	<i>Rubedckia spp.</i>	
5,700 Sq.Ft.	Grasses - Lawn Mix		Sod or Seed
(33%)	Tall Fescue	<i>Festuca arundinacea</i>	
(33%)	Hard Fescue	<i>Festuca trachyphylla</i>	
(33%)	Chewing Fescue	<i>Festuca rubra var. commutata</i>	

Riparian Plant Legend

Qty.	Common Name	Botanical Name	Size
36	Riparian Shrubs		5 gal.
	Dogwood	<i>Cornus spp.</i>	
	Willow	<i>Salix spp.</i>	
2,100 Sq. Ft.	Natural Grasses - Riparian Seed Mix		Hydroseed
	Idaho Fescue	<i>Festuca idahoensis</i>	
	Bluebunch Wheatgrass	<i>Pseudoroegneria spicata</i>	
	Bluejoint Wheatgrass	<i>Pascopyrum smithii</i>	
	Steambank Wheatgrass	<i>Elymus lanceolatus</i>	
	Tufted Hairgrass	<i>Deschampsia cespitosa</i>	
	Fowl Bluegrass	<i>Poa palustris</i>	

Barenborg Residence

EGGERS ASSOCIATES, P.A.
landscape architecture

T: (208) 725-0958
F: (208) 725-0972

P.O. Box 955
Ketchum, ID 83740

Barenborg Residence
118 Irene Street
Lot 14, Warm Springs Creekside Sub.
Ketchum, Idaho

Job No: 21.36

Scale: 1" = 10' - 0"

Issue/Revisions: Date:

Permit Set	07/01/22
RVSD	08/16/22
RVSD	08/25/22
RVSD	09/01/22

All information appearing herein shall not be duplicated, discharged or otherwise used without the written consent of Eggers Associates, P.A.

Sheet Title:
Landscape Plan

Sheet No:
L3.0