

Meeting Date:

City of Ketchum

August 5, 2024

CITY COUNCIL MEETING AGENDA MEMO

Staff Member/Dept: Morgan Landers, AICP – Director of

		Planning and Building
Agenda Item: Recommendation to Approve Amended ROW Encro		ended ROW Encroachment Agreement 22835A for the
J	Sapp Townhomes located at 780 N 4 th Ave.	
Recommended Motion:		
I move to approve ROW Encroachment Agreement 22835A and authorize the mayor to sign the agreement.		
Reasons for Recommendation:		
The ROW improvements include a paver driveway and entry walkway as shown in Exhibit A of the		
·		
ROW Encroachment Agreement. No snowmelt is proposed.		
 The City Council reviewed and approved the original ROW Encroachment Agreement on March 6, 2023. 		
Following approval, the applicant's attorney requested changes to the agreement including: Dragge and degration of engine issues within the POW.		
 Process and duration of curing issues within the ROW 		
 Language clarifications related to the nature of the improvements 		
Clarifications to indemnification language		
 The city attorney has reviewed the requested changes and believes the changes to be minimal and acceptable. 		
acceptable.		
Policy Analysis and Background (non-consent items only):		
Sustainability Impact:		
None OR state impact here: None – snowmelt is not proposed		
Financial Impact:		
None OR Adequate funds exist in account:		None
Attachments:		
1 DOW Franchment 22025 A with exhibite		

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 22835A

THIS AGREEMENT, made and entered into effective 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 and Sapp Family Holdings, LLC, ("Owner"), whose mailing address is 1100 Bellevue Way NE Suite 8A, Box 551, Bellevue, WA 98004 and who owns real property located at 780 N 4th Ave, Ketchum, ID 83340 legally described as Ketchum Townsite Lot 5A Block 72 ("subject property").

RECITALS

WHEREAS, Owner wishes to permit placement of paver driveways and paver walkways adjacent to sublots 1 and 2 of the subject property from the property line to the edge of asphalt on N 4th Ave and W 8th 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;

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 a paver driveway and sidewalk identified in Exhibit "A" within the public right-of-way adjacent to sublots 1 and 2 of 780 N 4th Ave 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 take steps to initiate repair of said improvements within 48 hours upon notice from Ketchum that repairs are needed. Owner shall repair or provide Ketchum with a reasonable plan for repair in a timely manner within seven days of the notice. If Owner takes reasonable and diligent efforts to repair said improvements but such repairs cannot be completed for reasons beyond Owner's control, Owner shallbe allowed additional time for repair commensurate with the delay for reasons beyond control. 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 street, curb and gutter and landscaping to a substantially similar or better condition than pre-existing when such is altered due to the

construction and installation of the Improvements, to the reasonable 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 Owner's acts or negligence in installing and constructing the Improvements or in maintaining 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.

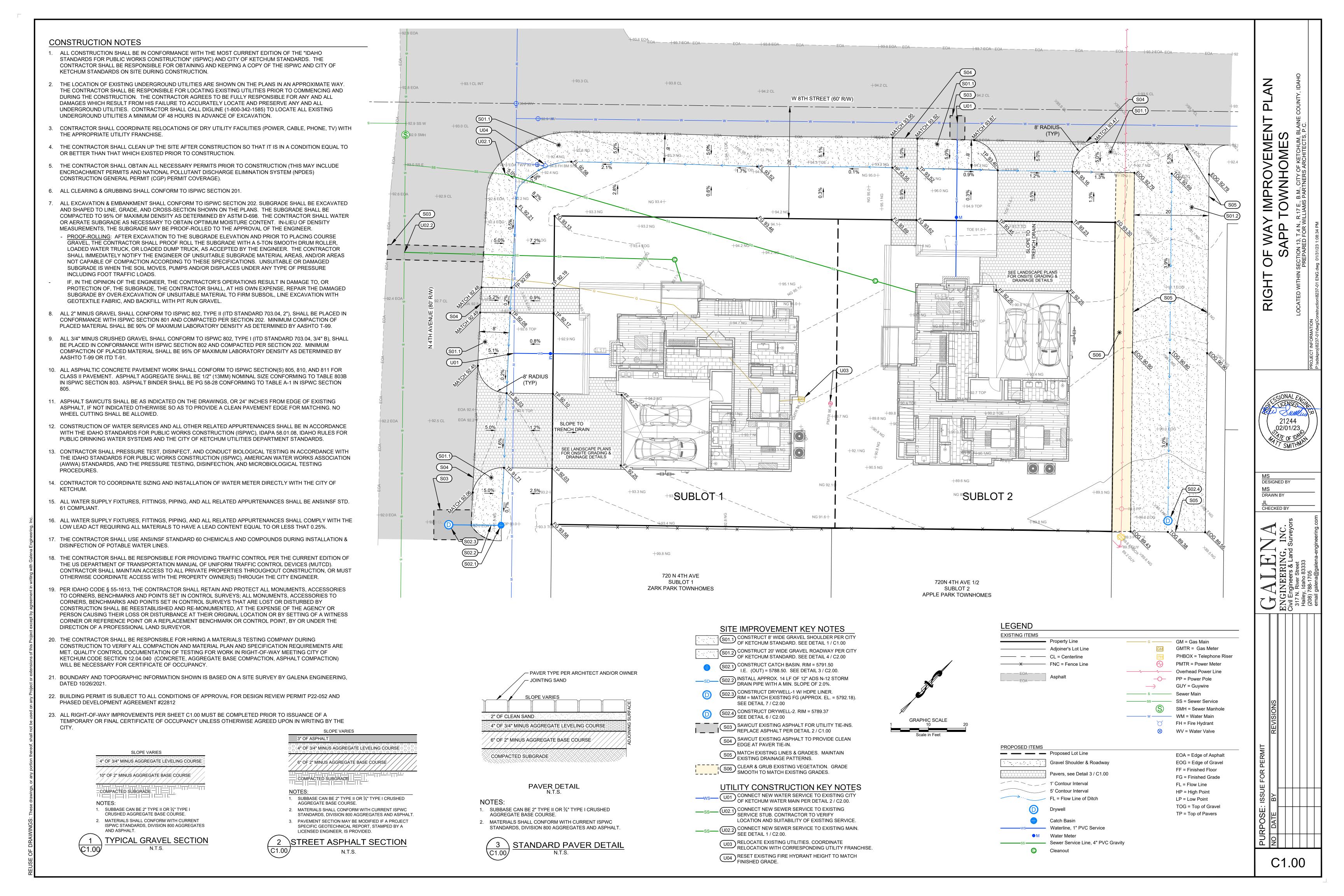
Agreement freely and voluntarily. CITY OF KETCHUM: OWNER: Neil Bradshaw Its: Mayor STATE OF ______,) ss. County of _____.) On this _____ day of _____, 2024, before me, the undersigned Notary Public in and for said State, personally appeared _____, known to me to be the person who executed the foregoing 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 On this ____ day of _____, 2024, 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 _____

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

12.

EXHIBIT "A"



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.

NO COMPACTION, VIBRATION OR FINISHING IS REQUIRED. THE LEAN CONCRETE MIX SHALL BE STRUCK OFF AT OR BELOW THE ELEVATION OF THE PLANTMIX

MIXING DRUM PRIOR TO CHARGING THE MIXER WITH MATERIALS. THOROUGH MIXING WILL BE REQUIRED PRIOR TO DISCHARGE.

COARSE AGGREGATE (%" MINUS) 2,600 LBS. SAND 800 LBS. PORTLAND CEMENT

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:

) UNDISTURBED SOIL (TYP). (13) LOWER COMPACTION ZONE (A) TRENCH EXCAVATION PER SECTION-301. PIPE BEDDING PER SECTION-305. BACKFILL AND COMPACTION PER SECTION-306.

(7) VERTICAL TRENCH WALLS SHORING PER O.S.H.A.. PIPE BEDDING PER SECTION-305 (SEE SD-302).

1) 6" MIN. REQUIRED BOTH SIDES, SAWCUT REQUIRED.

TRENCH BACKFILL PER SECTION-306, OR SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.

SURFACE REPAIR WIDTH, 4' MINIMUM. EXISTING SURFACE. EXISTING BASE. TRENCH BACK SLOPE PER O.S.H.A. OR SUITABLE SHORING.

Core Drilled

— 45° Elbow

of Sewer Main

4" "Wye" Rotate 45°

From Horizontal

Unless Otherwise

PLAN VIEW

CONNECTION FOR NEW SEWER

1. Sewer taps shall not enter at manholes. 2. An approved tapping saddle shall be

required for all new taps to existing sewer

3. An owner constructing a new public sewer

system in a subdivision or development

shall construct a sewer tap and service for

cross refer to the current edition of ISPWC

each potential user and extend it into the

4. When Sewer and Water lines or services

Standard Drawing 407, 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

58.01.08.542.07.a and IDAPA

laterals. Saddle to be approved by The City

Prefabricated "Wye"

Romac Universal -

PLAN VIEW

CONNECTION FOR

EXISTING SEWER

Bend as Required, Tap into -

Top Half of Sewer Lateral

SEWER SERVICE CONNECTION DETAIL

CB Saddle/Band

or Approved

Saddle located

PROFILE VIEW

CONNECTION FOR INTERCEPTOR SEWERS

— #12 Copper Finder Wire

Wrapped Around Steel Post

FINISH GRADE

SUBGRADE OR NATURAL GROUND

VERTICAL WALLS -

PROPER SHORING

OR LESS THAN 5'

Min. Grade 1/4"/ft. 1/8"/ft. if Approved (Typ.)

TYPICAL SECTION

CONNECTION FOR NEW SEWER

4" Pipe Unless Otherwise Specified

in Top of Pipe

10" Dia. or Larger

8' Steel Fence Post

(Painted Green)

2"x4" Redwood

9 FOUNDATION STABILIZATION MAY VARY PER SOIL TYPE AND STABILITY (PER SECTION-304).

REPAIRED SURFACE, SEE DETAILS 1 AND 2, SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY. UPPER COMPACTION ZONE; SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.

D) SURFACE REPAIR AND BASE PER DETAIL 3/C20

KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT

WATER CONTENT IS MAXIMUM AND MAY BE REDUCING DOWNWARD. CARES SHALL BE TAKEN TO ASSURE THAT EXCESS WATER IS NOT PRESENT IN THE

NOTE: THE BED SHALL BE EXCAVATED A MINIMUM OF 24" INTO CLEAN SAND AND GRAVEL. MAXIMUM DEPTH SHALL NOT EXCEED 12 FEET. IF CLEAN SAND AND GRAVEL IS NOT ENCOUNTERED WITHIN 12 FEET, THE CONTRACTOR SHALL CONTACT THE DESIGN ENGINEER.

GRAVEL SECTION

SUBGRADE

DRYWELL DETAIL (6' Ø)

· • • • •

• • • •



IRON RING & **ROUND 24" GRATE**





METER LOCATION PER PLANS/ CITY OFFICIAL

NOTE: EXTEND 8' FROM METER BOX AND

PROVIDE TEMPORARY PLUG (THREADED IN HIGH GROUNDWATER AREAS)

(10) STANDARD KETCHUM STYLE VALVE BOX WITH ERIE STYLE

(11) 18" DIA. X 72" DEEP MUELLER THERMA COIL METER VAULT

(12) FIRM UNDISTURBED EARTH. (SET TILE ON 2"X 22"

DIAMETER PRECAST CONCRÈTE BLOCK IF OVER

(13) PROVIDE TEMPORARY PLUG (THREADED IN HIGH WATER

OR APPROVED EQUAL NOTCH FOR SERVICE LATERALS.

WATER SERVICE CONNECTION DETAIL

APPROVED EQUAL.

(9) DOUBLE PURPOSE COUPLING.

LID AND ATTACHED ROD

EXCAVATION OCCURS).

(1) CORP STOP WITH COMPRESSION COUPLING FORD MODEL 8 FORD MODEL B-111 RESILIENT SEAT, CURB BALL VALVE OR

1" WATER SERVICE CONNECTION

-FINISH GRADE

A ALL PRODUCTS AS LISTED OR APPROVED

SIZE (DRISCO PIPE 8600 ULTRA LINE) 1".

AND MUELLER THREADS, TYPE IPS.

F ELEVATION SET OF METER LID PER LOCAL

DIRECTED BY THE ENGINEER

F-1100 OR APPROVED EQUAL

(5) STAINLESS STEEL SADDLE.

NO SPLICING IS ALLOWED.

6) WATER MAIN.

(3) No. 12 COPPER FINDER WIRE. SEE SD-514 FOR SPLICING

(4) MUELLER 18" DIA OPENING LID OR APPROVED EQUAL. 2"

LOCATED IN PAVED OR GRAVEL AREAS WHICH WILL

SUPPLY D-6016 RING WITH SOLID LID OR APPROVED

(7) 1" SERVICE LINE, 200 PSI POLY PIPE WITH INSERTS (TYP.)

GRADE RING

GRADE RINGS 2" MIN

PERFORATIONS 4" O

12" MIN SUMP W/C

CATCH BASIN

1" DIAMETER

CAST IRON RING & GRATE

24" DIAMETER CMP (PREFERRED)

2" WASHED ROCK

4oz. FILTER FABRIC

WRAP MIRAFI 140N

CLEAN SAND

AND GRAVEL

OR APPROVED EQUAL

ON ALL SIDES, TOP, &

OR ADS N-12 WITH APPROVAL

DIA HOLE IN LID FOR RADIO READ UNIT. LIDS AND FRAMES

RECEIVE VEHICULAR TRAFFIC SHALL BE H-20 RATED, D&L

(2) MUELLER H-15072.

REQUIREMENTS.

B NO GALVANIZED PIPE OR YELLOW BRASS FITTINGS TO

POLYETHYLENE PIPE SIDR 9, CLASS 200 IN IRON PIPE

EPOXY COATED STEEL WITH STAINLESS STEEL BAND

(D) SADDLE COUPLINGS: USED FOR CONNECTION OF ALL

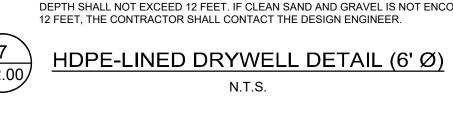
SERVICE LINES TO PVC MAIN. SERVICE SADDLES:

© NO SERVICE CONNECTIONS WITHIN 18 INCHES OF THE PIPE ENDS. STAGGER MULTIPLE CONNECTIONS MADE

ON THE SAME JOINT OF PIPE ALONG THE CIRCUMFERENCE AND SEPARATED BY A MINIMUM OF

18 INCHES OR 2.5X PIPE Ø. MAXIMUM TWO (2) SERVICE CONNECTIONS PER STICK OF PIPE.

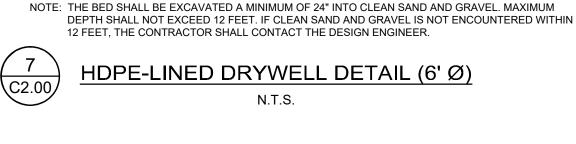
(C) SERVICE PIPE: ULTRA HIGH MOLECULAR WEIGHT



S.

• • • • • •

1" DIAMETER



PAVEMENT SECTION

SUBGRADE

POTABLE

WATER LINE

20 MIL HDPE GROUNDWATER —

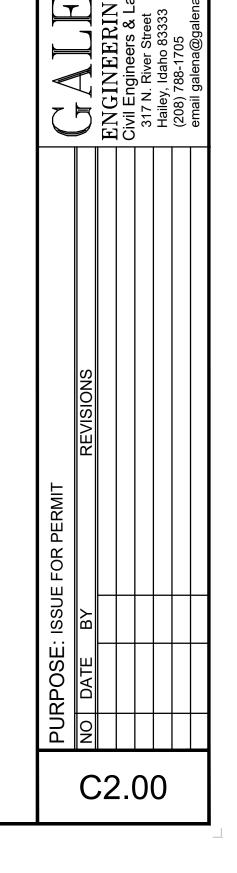
BARRIER ALONG THE EDGE OF

WATER MAIN. BARRIER SHALL

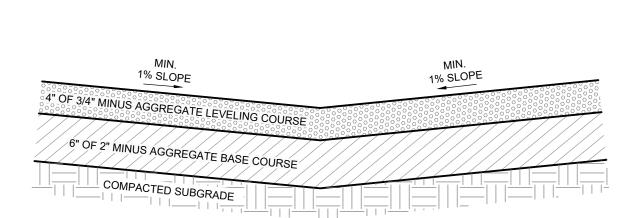
DRYWELL ADJACENT TO

EXTEND A MINIMUM OF 18-INCHES BELOW THE

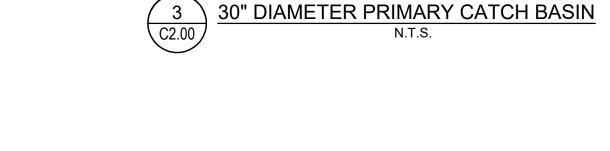
WATER MAIN PIPE.



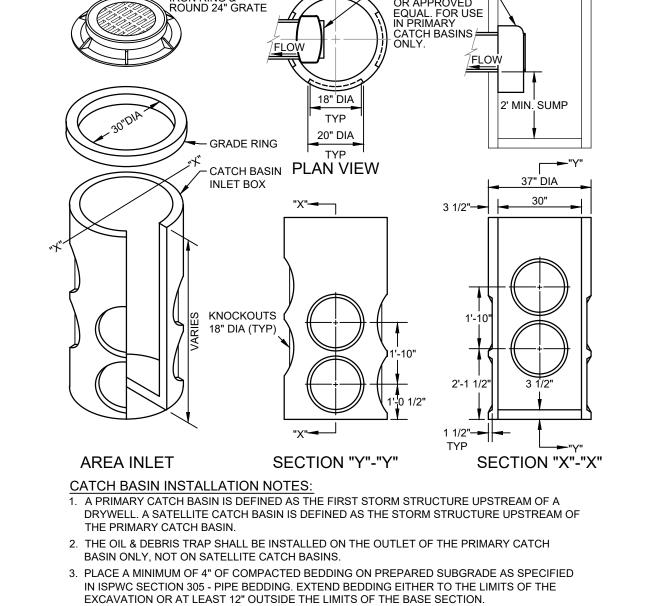
6" OF 2" MINUS AGGREGATE BASE COURSE COMPACTED SUBGRADE NOTES: 1. SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE. 2. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT. **TYPICAL GRAVEL SECTION - ALLEY**



TO THE TOP OF THE BEDDING.



-STANDARD CAST



4. FILL THE BALANCE OF THE EXCAVATED AREA WITH SELECT MATERIAL COMPACTED LEVEL

CAST IRON RING & GRATE

24" DIAMETER CMP (PREFERRED)

- 2" WASHED ROCK

4oz. FILTER FABRIC

WRAP MIRAFI 140N

OR APPROVED EQUAL

ON ALL SIDES, TOP, &

BOTTOM

CLEAN SAND AND GRAVEL

OR ADS N-12 WITH APPROVAL

GRADE RINGS 2" MIN

6" MIN.

PERFORATIONS 4" O

12" MIN SUMP W/C

CATCH BASIN

5. PROVIDE A SMOOTH AND LEVEL BEARING SURFACE ON THE BEDDING SURFACE.

FINISHED SURFACE -

OVEMENT //NHOMES 0

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DESIGNED BY

CHECKED BY

DRAWN BY