



## City of Ketchum

September 7, 2021

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Recommendation to approve Right-of-Way Encroachment Agreement 20687 with Century Link for placement of communications infrastructure in the City Right-of-Way**

#### Recommendation and Summary

Staff is recommending the Council approve the attached Encroachment Agreement 20687 and adopt the following motion:

**"I move to authorize the Mayor to sign Encroachment Agreement 20687 with Century Link."**

The reasons for the recommendation are as follows:

- The encroachment is necessary to provide communication services to 600 Sun Valley Road.
- The encroachment will have no impact on pedestrian or public access.

#### Introduction and History

CenturyLink would like to place 44 ft on new fiber and 1.25" conduit within the City's right-of-way of Sun Valley Road at 600 Sun Valley Road. Additional work will be performed as part of the project but will occur private property.

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 of the encroachment or relocation.

#### Analysis

Staff has reviewed the layout of the proposed utilities. In consideration of future projects and current operations, the proposed encroachments were determined not to impact public access or maintenance.

#### Financial Impact

There is no financial impact resulting from approval of this encroachment agreement.

Attachments:

Encroachment Agreement 20687

**WHEN RECORDED, PLEASE RETURN TO:**

**OFFICE OF THE CITY CLERK  
CITY OF KETCHUM  
POST OFFICE BOX 2315  
KETCHUM, IDAHO 83340**

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**RIGHT-OF-WAY ENCROACHMENT AGREEMENT 20687**

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 \_\_\_\_\_, representing CENTURY LINK, (collectively referred to as "Owner"), whose address is 6074 N Discovery Way #125, Boise, ID 83713.

*RECITALS*

WHEREAS, Owner wishes to permit placement of underground telecommunications improvements in the right-of-way on Sun Valley Road. 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 communications infrastructure identified in Exhibit "A" within the public right of way on Sun Valley Road, 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.

3. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the vault, 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.

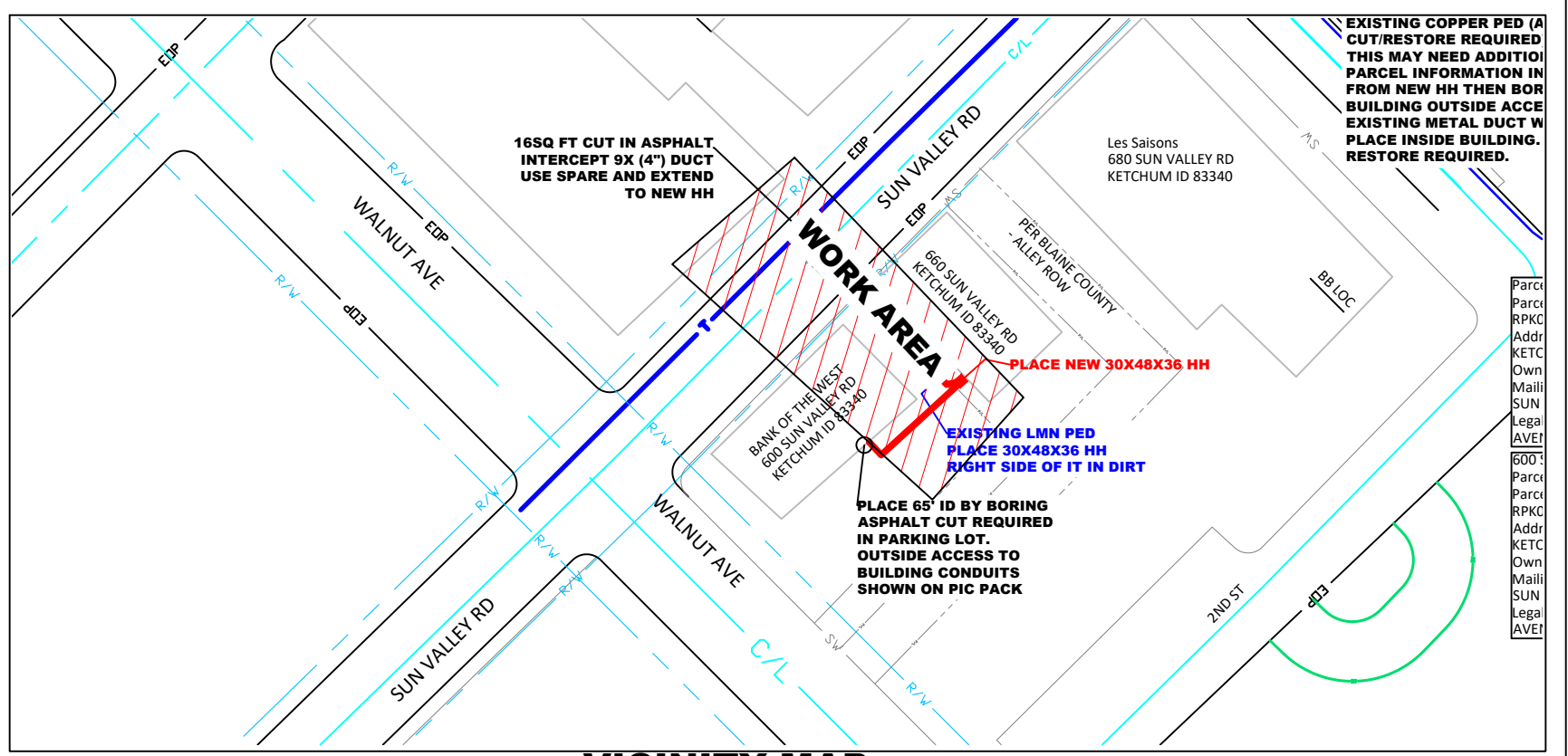


**EXHIBIT "A"**

**LEGEND SHEET**

**SYMBOLOLOGY**

CENTERLINES	— C/L	⊙	BRASS CAP	—	CATCH BASIN
MONUMENT LINE	— M/L	⊙	STREET SIGN	—	CULVERT
PROPERTY LINE	— P/L	⊙	TREE	—	IRRIGATION CONTROL VALVE
RIGHT OF WAY	— R/W	⊙	BUSH	—	IRRIGATION MANHOLE
PUE	— PUE	⊙	CACTUS	—	WATER MANHOLE
MATCHLINE	—	⊙	UTILITY CABINET	—	SEWER MANHOLE
RAILROAD	—	⊙	POWER POLE	—	STORM DRAIN MANHOLE
CATV LINE	—	⊙	WOOD POWER POLE	—	GAS MANHOLE
ELECTRIC	—	⊙	PROPOSED ANCHOR	—	TELCO MANHOLE
OVERHEAD ELECTRIC	—	⊙	TRAFFIC LIGHT POLE	—	CATV MANHOLE
OVERHEAD T & E	—	⊙	STREET LIGHT	—	GAS VALVE
GAS	—	⊙	STEEL POWER POLE	—	GAS METER
PETROLEUM	—	⊙	WOOD TRANSMISSION POLE	—	ELECTRIC METER
IRRIGATION	—	⊙	STEEL TRANSMISSION POLE	—	ELECTRIC VAULT/PULLBOX
RWCD IRRIGATION PIPE	—	⊙	JUNCTION BOX	—	TEL MANHOLE EXISTING
SEWER	—	⊙	UTILITY VAULT/HAND HOLE	—	TEL MANHOLE NEW
STORM DRAIN	—	⊙	GROUND TRANSFORMER	—	TELCO HANDHOLE EXISTING
TELEPHONE	—	⊙	CATV POWER SUPPLY	—	TELCO HANDHOLE NEW
JOINT TRENCH TELCO/ELEC	—	⊙	CATV PEDESTAL	—	4"x4' BOREPIT
AERIAL UTILITY (FIBER OPTIC)	—	⊙	TELCO PEDESTAL	—	SAI EXISTING
BURIED UTILITY (FIBER OPTIC)	—	⊙	POWER PED EXISTING	—	SAI NEW
ABN TELCO	—	⊙	POWER PED NEW	—	RT EXISTING
WATER	—	⊙	WATER METER	—	RT NEW
RECLAIMED WATER	—	⊙	WATER VALVE	—	TELCO REPEATER NEW
FENCE	—	⊙	FIRE HYDRANT	—	TELCO REPEATER EXISTING
WALL	—	⊙	BACK FLOW PREVENTER	—	COOLPED NEW
CITY LIMITS	—	⊙	PROPOSED RISER	—	COOLPED EXISTING
TRAFFIC SIGNAL	—	⊙	PROPOSED DG TO FOREIGN ANCHOR	—	PROPOSED AERIAL FIBER SLACK LOOP
STREET LIGHT	—	⊙	TRENCH FTG	—	BORE FTG
BORE	—	⊙	ASPHALT CUT FTG	—	SLACK LOOP FTG
ASPHALT CUT & RESTORE	—	⊙			
TRENCH	—	⊙			



**VICINITY MAP**

**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.

**KETCHUM CITY PERMIT REQUIRED**

<b>GEO: 360231</b> <b>TAX: 06000</b> <b>BLAINE COUNTY</b>	<b>SCOPE OF WORK: FIBER ENTRANCE TO CUSTOMER</b> <b>BANK OF THE WEST, 600 SUN VALLEY RD,</b> <b>KETCHUM ID, 83340/ CLLI: KTCHIDAJ</b>	<b>REVISIONS</b>			<b>ECD: 9/14/2021</b>	
		DATE	DESCRIPTION			
		1	⊙			
		#	⊙			
		%	~			
FW PROJECT	WFMT PROJECT:	COMMUNITY NAME	ENGINEERING CONTACT	CONTRACT ENGINEER	CONSTRUCTION COORDINATOR	SPlicing COORDINATOR
<b>N.892594</b>	<b>S.2857137</b>	NAME: KETCHUM CITY: KETCHUM	NAME: TENILLE SORENSON PHONE: 208-646-3600	NAME: K HADLEY COMPANY: MTN LTD	NAME: JEFF DUNN PHONE: 208-736-0906	NAME: RICK PERKINS PHONE: 208-733-0265
				ISSUE: 1 WC CLLI: <b>KTCHIDMA</b>		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: 18 TOWNSHIP: 4N RANGE: 18E		DESC: <b>PL - 0715-2198744 -600 SUN VALLEY RD</b> EXCH KEY: 208-726 REM KEY: 3324 SCALE: NTS DATE: 8/4/21
						<b>SHEET: 1 OF 2</b>

