

City of Ketchum

July 6, 2020

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Right-of-Way Encroachment Agreements 20481 and 20484 with Cox Communications for placement of telecommunications infrastructure in the City Right-of-Way

Recommendation and Summary

Staff is recommending the Council approve the attached Encroachment Agreement 20481 and 20484 and adopt the following motion:

"I move to authorize the Mayor to sign Encroachment Agreement 20481 and 20484 with Cox Communications."

The reasons for the recommendation are as follows:

- The encroachments are necessary to provide communication services to 120 2nd Ave. and support services at 811 Warm Springs Rd., 831 Warm Springs Rd., and 871 Warm Springs Rd.
- The encroachment will have no impact on pedestrian or public access

Introduction and History

Cox Communications would like to install approximately 400 ft of new fiber in a 2-conduit and a traffic rated vault within the City's right-of-way in the alley between River St. and 2nd St. east of 2nd Ave. to service 120 2nd Ave. and install approximately 1400 ft of new fiber and conduit within the City's right-of-way along Warm Springs Rd., 4 underground vaults, and 2 pedestals within the alley between 8th and 9th Streets to service customers.

City code requires a right-of-way encroachment agreement 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

Engineering and Streets have 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 20481 and 20484

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 20481

THIS	AGREEMENT, r	made and	entered	into	this	day of _	, 202	.0, by	and
between		, repre	esenting	Cox	Commur	nications, (co	llectively	referre	d to
as "Owner"),	whose address	is 3031	N 120 th	St.,	Omaha,	NE 68164	and the	CITY	OF
KETCHUM, I	DAHO, a munici	pal corpora	ation ("K	etchu	ım"), who	ose address	is Post	Office	Box
2315, Ketchu	m, Idaho.		,		,				

RECITALS

WHEREAS, Owner wishes to permit placement of telecommunications improvements in the right-of-way in the alley between River Street and 2nd 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, the Owner will restore the sidewalk, street, curb and gutter and any landscaping back to the orginal 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 telecommunications infrastructure identified in Exhibit "A" within the public right-of-way in the alley between River Street and 2nd Street, until notified by Ketchum to remove the same.
- 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.
 - 12. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.
- 13. 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.

OWNER:	CITY OF KETCHUM:
By:	By: Neil Bradshaw Its: Mayor
STATE OF,)	
On this day of, 2020, and for said State, personally appearedwho executed the foregoing instrument and acknow	before me, the undersigned Notary Public in, known to me to be the person wledged to me that he executed the same.
IN WITNESS WHEREOF, I have hereunto day and year first above written.	set my hand and affixed my official seal the
	Notary Public for Residing at Commission expires
STATE OF IDAHO)) ss. County of Blaine)	
On this day of, 2020, I and for said State, personally appeared NEIL BRAMayor of the CITY OF KETCHUM, IDAHO, ar instrument on behalf of said municipal corporation corporation executed the same.	nd the person who executed the foregoing
IN WITNESS WHEREOF, I have hereunto certificate first above written.	set my hand and seal the day and year in this
	Notary Public for Residing at

EXHIBIT "A"

COX COMMUNICATIONS

120 2ND AVENUE **SUMMER 2020**

CONSTRUCTION NOTES

- 1. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPWC) AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPWC AND CITY OF KETCHUM STANDARDS ON SITE DURING
- 2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. A SITE SURVEY OF EXISTING UTILITIES WAS NOT CONDUCTED FOR THIS PROJECT. 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 ACCURATE LY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND LITH THESE CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.
- 3. CONTRACTOR SHALL COORDINATE DRY UTILITY FACILITIES IMPACTS (POWER, CABLE, PHONE, TV) WITH THE APPROPRIATE UTILITY FRANCHISE.
- 4. 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.
- 5. 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).
- 6. ALL CLEARING & GRUBBING SHALL CONFORM TO ISPWC SECTION 201.
- 7. ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPWC 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
- 8. ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPWC 802. TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPWC 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.
- 9. ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPWC 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPWC 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.
- 10. ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPWC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPWC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPWC SECTION 805. ASPHALT REPLACEMENT SHALL CONFORM TO CITY OF KETCHUM STANDARD DRAWING NO. 3.
- 11. ASPHALT SAWCUTS SHALL BE AS INDICATED ON THE DRAWINGS, OR 24" INCHES FROM EDGE OF EXISTING ASPHALT, IF NOT INDICATED OTHERWISE SO AS TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
- 12. 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).
- 13. ALL CONCRETE WORK SHALL CONFORM TO ISPWC SECTIONS 701, 703, AND 705. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPWC SECTION 703, TABLE 1.C. IMMEDIATELY AFTER PLACEMENT PROTECT CONCRETE BY APPLYING MEMBRANE-FORMING CURING COMPOUND, TYPE 2, CLASS A PER ASTM C 309-94. APPLY CURING COMPOUND PER MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS. CONCRETE REPLACEMENT SHALL CONFORM TO CITY OF KETCHUM STANDARD DRAWING NO. 7.
- 14. ALL TRENCHING SHALL CONFORM TO CITY OF KETCHUM STANDARD DRAWING NO. 12. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
- 15.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.
- 16. ALL REPAIRS MUST MATCH EXISTING LINES, GRADES, AND DRAINAGE PATTERNS. DAMAGED LANDSCAPE AND IRRIGATION SHALL BE REPAIRED. ALL REPAIRS SHALL RESULT IN EQUAL OR BETTER QUALITY.

GENERAL NOTES

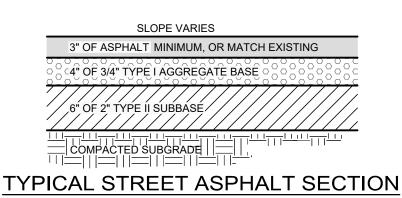
- 1. The purpose of this plan set is to provide repair details for disturbances associated with the proposed extents of the new bored Cox Communications line. The alignment and vault/ped locations shown hereon are per a map by Cox Communications received May 6, 2020. Galena Engineering has not engineered the communications line alignment, vault/pedestal locations, or vault/pedestal
- 2. Right-of-way information shown hereon are approximate per Blaine County GIS.
- 3. Sub-surface utility locations are approximate and are based upon City of Ketchum Maps and Idaho Power utility location maps.
- 4. Galena Engineering Inc. has not received a Title Policy from the client and has not been requested to obtain one. Relevant information that may be contained within a Title Policy may therefore not appear on this map and may affect items shown hereon. It is the responsibility of the client to determine the significance of the Title Policy information and determine whether it should be included. If the client desires for the information to be included they must furnish said information to Galena Engineering, Inc. and request it be added to this map.
- 5. Temperatures for paving and patch back must be 40 degrees and rising.
- 6. If there is a material change from approved drawings, provide as-built drawings to city when completed for city records.
- 7. Construction required to meet applicable City of Ketchum's Construction Activity Standards including:
- -Public Noticing -Dust, mud, sand, and gravel control on all streets -Temporary Restrooms
- -The site shall be kept in a clean and orderly condition. -Trash shall be picked up on the site and surrounding areas on a daily basis, and materials shall be stored in neat tidy piles.
- 8. Staging location must be coordinated with the City of Ketchum.
- 9. Construction hours are between 7:30 am to 7:00 pm on weekdays and Saturdays, no construction is permitted on Sundays or major Holidays.

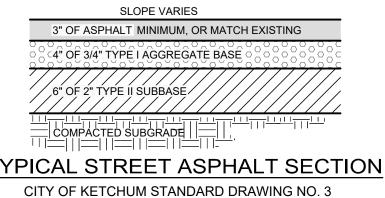
WATER DEPARTMENT NOTE

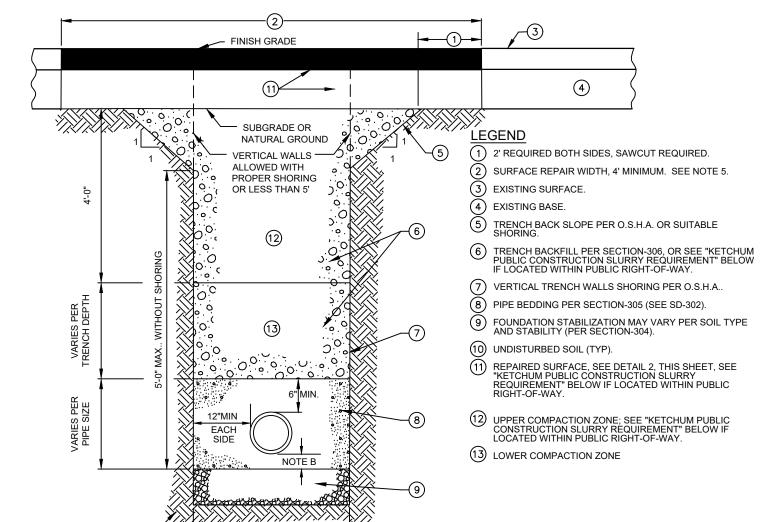
No less than 6 ft of separation from all utility infrastructure, both water and sewer is required. 6 ft is the distance required for bank layback near any of our lines. Confirm separations.

STREET DEPARTMENT NOTES

- 1. May 1st starting date is weather dependent.
- 2. Dig permit is required which will require more detailed traffic control plan.
- 3. Size of project requires increased bond amount (to be determined). Please provide a cost estimate of street repairs required for project.
- 4. Public notice announcement in Mountain Express as well as Door knockers to those impacted are required at least three days in advance.
- 5. Contractor needs to be on job daily until complete (Weekends and Holidays excluded).
- 6. Flaggers will be required at residential and business entrances as needed. This will need to be addressed on detailed traffic control plan.
- 7. Keep one lane open always unless full closure is necessary (access for residential and businesses must be maintained).
- 8. Keep trenching cuts straight and neat.
- 9. All asphalt cuts to be saw cut and two feet back from the deepest undermine.
- 10. Contractor will not trench more than can be slurried and backfilled per day.
- 11. No holes open overnight more than one foot deep (unless plated or barricaded per the
- 12. Contractor is required to keep streets clean from rocks, dirt, mud, etc. daily (sweep).
- 13. Street department must be called for inspection before back fill, slurry, and asphalt.
- 14. Keep asphalt cut joints out of wheel lanes if possible.







KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT

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

COARSE AGGREGATE (%" MINUS) : 2,600 LBS

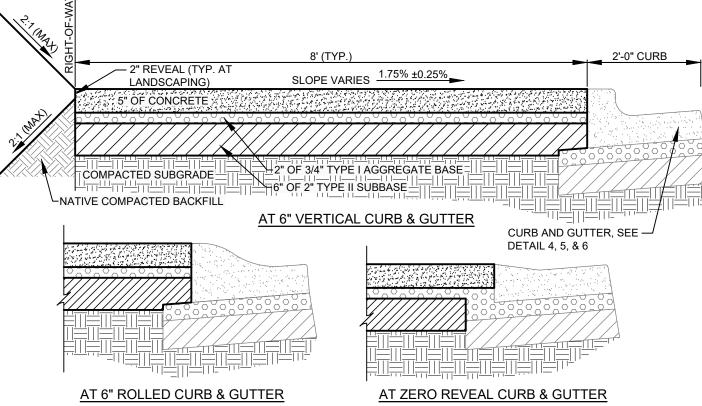
PORTLAND CEMENT

WATER CONTENT IS MAXIMUM AND MAY BE REDUCED DOWNWARD. CARE SHALL BE TAKEN TO ASSURE THAT EXCESS WATER IS NOT PRESENT IN THE MIXING DRUM PRIOR TO CHARGING THE MIXER WITH MATERIALS. THOROUGH MIXING WILL BE REQUIRED PRIOR TO

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

- 1. TRENCH EXCAVATION PER SECTION-301.
- 2. PIPE BEDDING PER SECTION-305.
- 3. BACKFILL AND COMPACTION PER SECTION-306.
- 4. SURFACE REPAIR AND BASE PER DETAIL 3.
- 5. ASPHALT PAVEMENT FOR SURFACE REPAIR SHALL BE IN ACCORDANCE WITH PLANS AND ISPWC SECTIONS 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE ½" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPWC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPWC SECTION 805.
- 6. IF TRENCH IMPACTS CROWN OF ROADWAY, CROWN MUST BE MAINTAINED AND POSITIVE DRAINAGE PROVIDED.







CONCRETE SIDEWALK WITH CURB AND GUTTER CITY OF KETCHUM STANDARD DRAWING NO. 7 N.T.S.

- 1. INSTALL SCORE JOINTS AT INTERVALS TO MATCH WIDTH OF WALK NOT TO EXCEED 5 FEET SPACING IN BOTH THE LONGITUDINAL AND TRANSVERSE DIRECTION FOR SIDEWALK GREATER THAN 5 FEET IN WIDTH. INSTALL EXPANSION JOINTS EVERY 10 FEET IN LONGITUDINAL DIRECTION.
- STRUCTURE, PLACE ¹/₂" EXPANSION JOINT MATERIAL ALONG THE BACK OF WALK THE FULL LENGTH. 3. SIDEWALK CONSTRUCTION JOINTS SHALL BE CONSTRUCTED APPROXIMATELY $\frac{3}{8}$ " WIDE, $\frac{3}{4}$ " IN DEPTH AND FINISHED AND EDGED SMOOTH. A PREFORMED EXPANSION JOINT FILLER SHALL BE PLACED EVERY 40'

2. 1/2" TRANSVERSE PREFORMED BITUMINOUS JOINTS AT THE TERMINUS POINTS FOR CURVE AND WHERE SIDEWALK IS PLACED BETWEEN TWO PERMANENT FOUNDATIONS OR ADJACENT TO THE

- FOR NEW SIDEWALK CONSTRUCTION. 4. WHEN TRANSITIONING NEW SIDEWALK TO EXISTING, A MINIMUM 5' TRANSITIONAL PANEL SHALL BE
- 5. SIDEWALK ALIGNMENT TRANSITIONS SHALL HAVE A MINIMUM RADIUS OF 30' TO THE FACE OF CURB.

SEPARATED AND ISOLATED WITH EXPANSION MATERIAL.

6. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS, DIVISION 800 AGGREGATES AND

ORIGINAL SIGNED BY SAMANTHA STAHLNECKER DATE ORIGINAL SIGNED (HAILEY, ID) DESIGNED BY DRAWN BY CHECKED BY

2

C1.0

VICINITY MAP SCALE: 1"=500'



C2.0

C2.0

N.T.S.

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 20484

THIS AGREEMENT, made and entered into this _____day of ____, 2020, by and between _____, representing Cox Communications, (collectively referred to as "Owner"), whose address is 3031 N 120th St., Omaha, NE 68164 and the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho.

RECITALS

WHEREAS, Owner wishes to permit placement of telecommunications improvements in the right-of-way on Warm Springs Road, 9th Street, and the alley between 8th and 9th Streets. 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 orginal 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 telecommunications infrastructure identified in Exhibit "A" within the public right-of-way of Warm Springs, 9th Street, and the alley between 8th and 9th Streets, until notified by Ketchum to remove the same.
- 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.

OWNER:	CITY OF KETCHUM:
By:	By: Neil Bradshaw Its: Mayor
STATE OF,)	
On this day of, 2020, and for said State, personally appearedwho executed the foregoing instrument and acknow	before me, the undersigned Notary Public in, known to me to be the person wledged to me that he executed the same.
IN WITNESS WHEREOF, I have hereunto day and year first above written.	set my hand and affixed my official seal the
	Notary Public for Residing at Commission expires
STATE OF IDAHO)) ss. County of Blaine)	
On this day of, 2020, I and for said State, personally appeared NEIL BRAMayor of the CITY OF KETCHUM, IDAHO, ar instrument on behalf of said municipal corporation corporation executed the same.	nd the person who executed the foregoing
IN WITNESS WHEREOF, I have hereunto certificate first above written.	set my hand and seal the day and year in this
	Notary Public for Residing at

EXHIBIT "A"

COX COMMUNICATIONS

WARM SPRINGS ROAD BORING PROJECT **SUMMER 2020**

CONSTRUCTION NOTES

- 1. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPWC) AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPWC AND CITY OF KETCHUM STANDARDS ON SITE DURING
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- 5. 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).
- 6. ALL CLEARING & GRUBBING SHALL CONFORM TO ISPWC SECTION 201.
- 7. ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPWC 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 AFRATE 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
- 8. ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPWC 802. TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPWC 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.
- 9. ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPWC 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPWC 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.
- 10. ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPWC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPWC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPWC SECTION 805. ASPHALT REPLACEMENT SHALL CONFORM TO CITY OF KETCHUM STANDARD DRAWING NO. 3.
- 11. ASPHALT SAWCUTS SHALL BE AS INDICATED ON THE DRAWINGS, OR 24" INCHES FROM EDGE OF EXISTING ASPHALT, IF NOT INDICATED OTHERWISE SO AS TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
- 12. 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).
- 13. ALL CONCRETE WORK SHALL CONFORM TO ISPWC SECTIONS 701, 703, AND 705. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPWC SECTION 703, TABLE 1.C. IMMEDIATELY AFTER PLACEMENT PROTECT CONCRETE BY APPLYING MEMBRANE-FORMING CURING COMPOUND, TYPE 2, CLASS A PER ASTM C 309-94. APPLY CURING COMPOUND PER MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS. CONCRETE REPLACEMENT SHALL CONFORM TO CITY OF KETCHUM STANDARD DRAWING NO. 7.
- 14. ALL TRENCHING SHALL CONFORM TO CITY OF KETCHUM STANDARD DRAWING NO. 12. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.

OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.

15.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

16. ALL REPAIRS MUST MATCH EXISTING LINES, GRADES, AND DRAINAGE PATTERNS. DAMAGED LANDSCAPE AND IRRIGATION SHALL BE REPAIRED. ALL REPAIRS SHALL RESULT IN EQUAL

GENERAL NOTES

- 1. The purpose of this plan set is to provide repair details for disturbances associated with the proposed extents of the new bored Cox Communications line. The alignment and vault/ped locations shown hereon are per a map by Cox Communications received April 16, 2020. Galena Engineering has not engineered the communications line alignment, vault/pedestal locations, or vault/pedestal
- 2. Right-of-way information shown hereon are approximate per Blaine County GIS.
- 3. Sub-surface utility locations are approximate and are based upon City of Ketchum Maps and Idaho Power utility location maps.
- 4. Galena Engineering Inc. has not received a Title Policy from the client and has not been requested to obtain one. Relevant information that may be contained within a Title Policy may therefore not appear on this map and may affect items shown hereon. It is the responsibility of the client to determine the significance of the Title Policy information and determine whether it should be included. If the client desires for the information to be included they must furnish said information to Galena Engineering, Inc. and request it be added to this map.
- 5. Temperatures for paving and patch back must be 40 degrees and rising.
- 6. If there is a material change from approved drawings, provide as-built drawings to city when completed for city records.
- 7. Construction required to meet applicable City of Ketchum's Construction Activity Standards including:
- -Public Noticing -Dust, mud, sand, and gravel control on all streets -Temporary Restrooms
- -The site shall be kept in a clean and orderly condition. -Trash shall be picked up on the site and surrounding areas on a daily basis, and materials shall be stored in neat tidy piles.
- 8. Staging location must be coordinated with the City of Ketchum.
- 9. Construction hours are between 7:30 am to 7:00 pm on weekdays and Saturdays, no construction is permitted on Sundays or major Holidays.

WATER DEPARTMENT NOTE

No less than 6 ft of separation from all utility infrastructure, both water and sewer is required. 6 ft is the distance required for bank layback near any of our lines. Confirm separations.

STREET DEPARTMENT NOTES

- 1. May 1st starting date is weather dependent.
- 2. Dig permit is required which will require more detailed traffic control plan.
- 3. Size of project requires increased bond amount (to be determined). Please provide a cost estimate of street repairs required for project.
- 4. Public notice announcement in Mountain Express as well as Door knockers to those impacted are required at least three days in advance.
- 5. Contractor needs to be on job daily until complete (Weekends and Holidays excluded).
- 6. Flaggers will be required at residential and business entrances as needed. This will need to be addressed on detailed traffic control plan.
- 7. Keep one lane open always unless full closure is necessary (access for residential and businesses must be maintained).
- 8. Keep trenching cuts straight and neat.
- 9. All asphalt cuts to be saw cut and two feet back from the deepest undermine.
- 10. Contractor will not trench more than can be slurried and backfilled per day.
- 11. No holes open overnight more than one foot deep (unless plated or barricaded per the
- 12. Contractor is required to keep streets clean from rocks, dirt, mud, etc. daily (sweep).
- 13. Street department must be called for inspection before back fill, slurry, and asphalt.

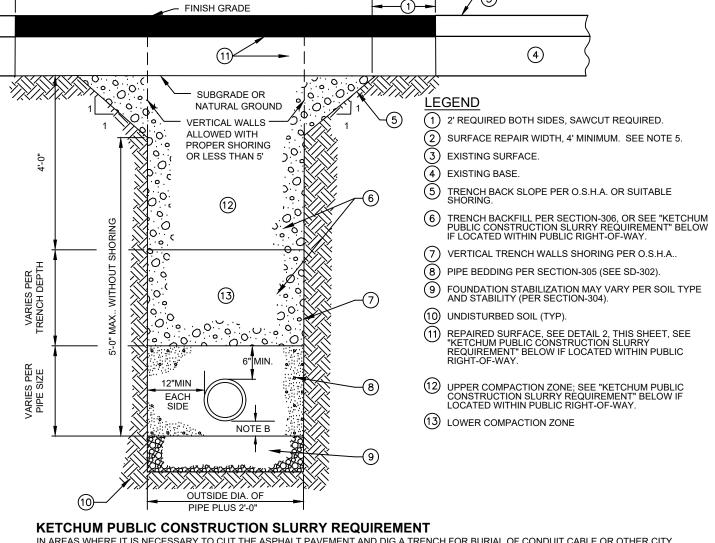
3" OF ASPHALT (MINIMUM, OR MATCH EXISTING

TYPICAL STREET ASPHALT SECTION

CITY OF KETCHUM STANDARD DRAWING NO. 3

C4" OF 3/4" TYPÉ I ÁGGREGATE BÁSÉ

14. Keep asphalt cut joints out of wheel lanes if possible.



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

1)-

COARSE AGGREGATE (%" MINUS) : 2,600 LBS

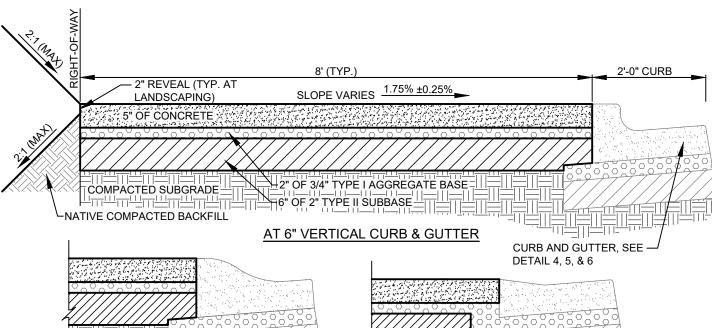
PORTLAND CEMENT

WATER CONTENT IS MAXIMUM AND MAY BE REDUCED DOWNWARD. CARE SHALL BE TAKEN TO ASSURE THAT EXCESS WATER IS NOT PRESENT IN THE MIXING DRUM PRIOR TO CHARGING THE MIXER WITH MATERIALS. THOROUGH MIXING WILL BE REQUIRED PRIOR TO

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

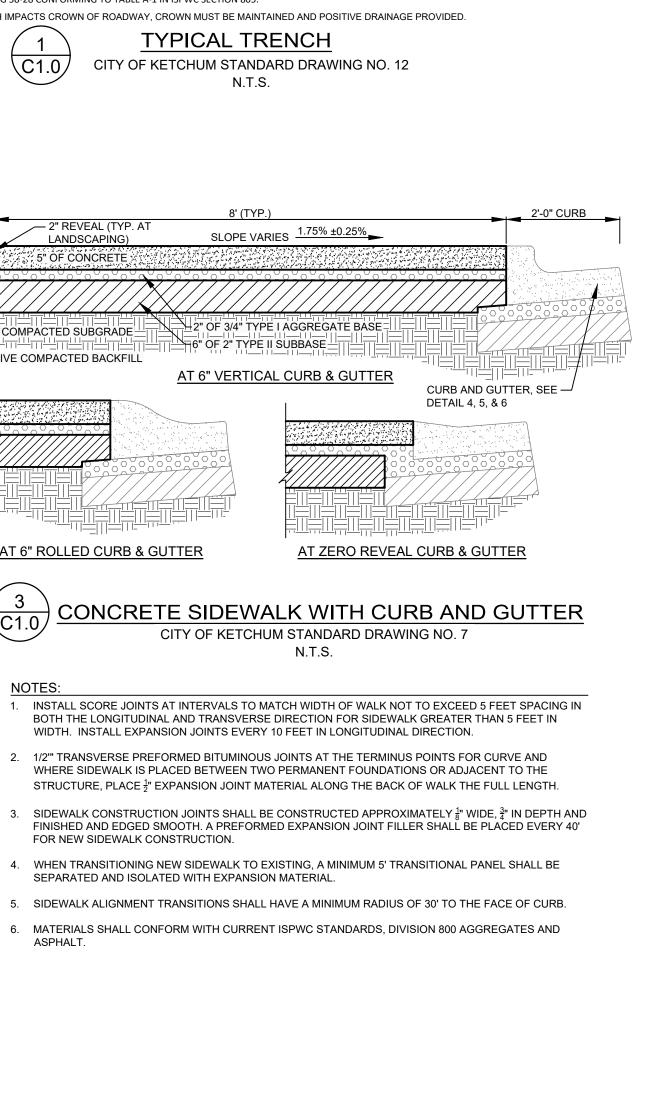
- 1. TRENCH EXCAVATION PER SECTION-301.
- 2. PIPE BEDDING PER SECTION-305. 3. BACKFILL AND COMPACTION PER SECTION-306.
- 4. SURFACE REPAIR AND BASE PER DETAIL 3.
- 5. ASPHALT PAVEMENT FOR SURFACE REPAIR SHALL BE IN ACCORDANCE WITH PLANS AND ISPWC SECTIONS 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPWC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPWC SECTION 805.
- 6. IF TRENCH IMPACTS CROWN OF ROADWAY, CROWN MUST BE MAINTAINED AND POSITIVE DRAINAGE PROVIDED.





AT 6" ROLLED CURB & GUTTER

- WIDTH. INSTALL EXPANSION JOINTS EVERY 10 FEET IN LONGITUDINAL DIRECTION.
- WHERE SIDEWALK IS PLACED BETWEEN TWO PERMANENT FOUNDATIONS OR ADJACENT TO THE
- FOR NEW SIDEWALK CONSTRUCTION.
- SEPARATED AND ISOLATED WITH EXPANSION MATERIAL.
- 6. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS, DIVISION 800 AGGREGATES AND



VICINITY MAP SCALE: 1"=500'

C1.0

S

>

DATE ORIGINAL SIGNED

(HAILEY, ID)

DESIGNED BY

CHECKED BY

DRAWN BY

DATA SHEET

OPTIMUS PEDESTAL

OP 12123, OP 12126







OP 12123

Channell's Optimus Pedestal (OP) is the industry standard in Fiber Pedestal Enclosures. Channell's free-breathing pedestal enclosures are available in a wide range of sizes and configurations. They are constructed of rugged, high-performance thermoplastic material and designed to be craft-friendly.

FEATURES

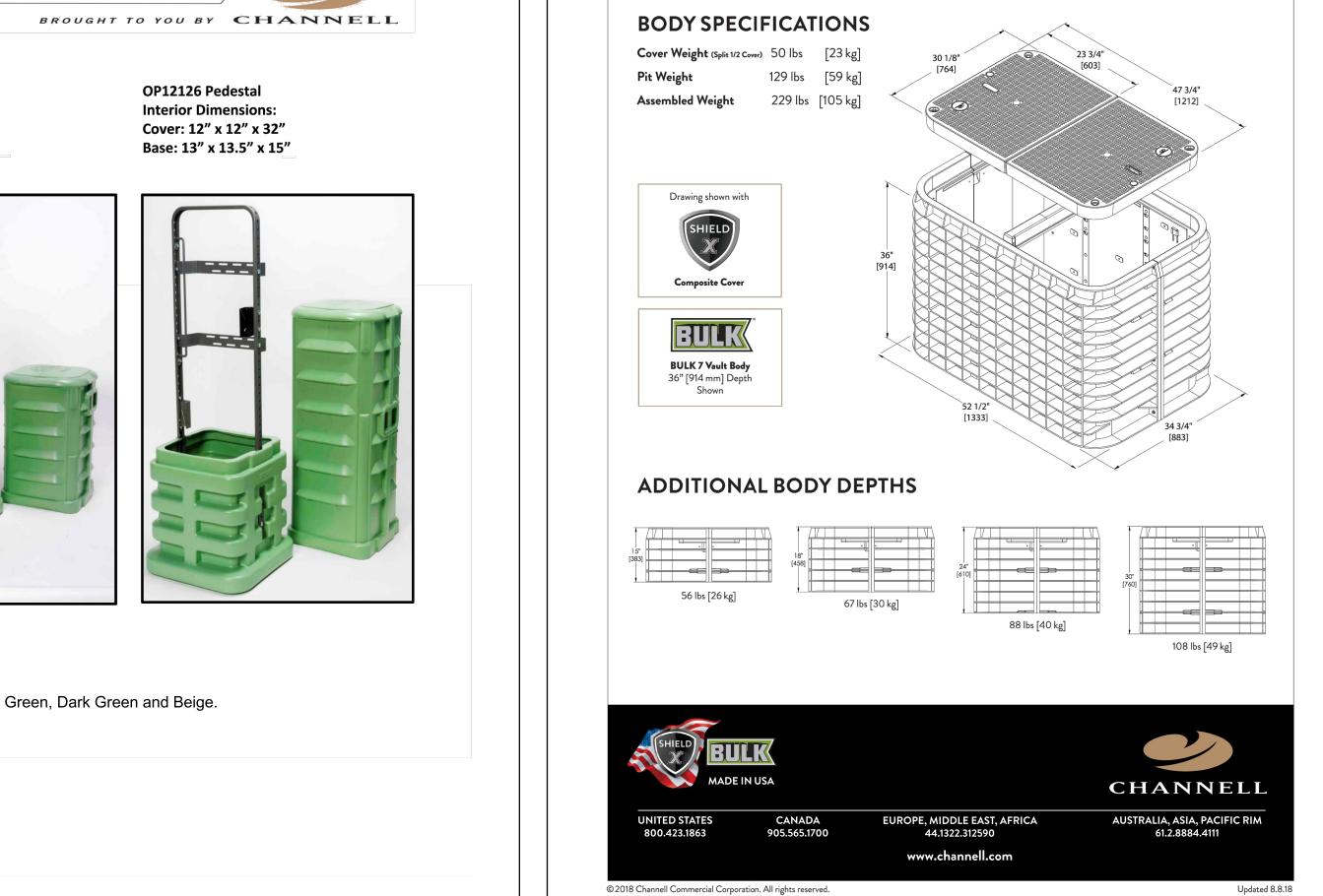
- Fully modular and designed to support a full range of both broadband and narrowband network applications for copper, coax, and hybrid fiber/coax system installations
- Engineered to be cost effective for both new installations and future upgrade programs, OP Series enclosures provide configurations for splicing, cable management, and loop electronics deployments
- Factory equipped heavy gauge steel support structures are protected with 3M Powder Coating. Oversized, interlocking base designs accommodate multiple conduit entrances and provide a solid mounting foundation, without the need of additional mounting stakes



Interior Dimensions: Cover: 12" x 12" x 25" Base: 13" x 13.5" x 15"



Available in Light Green, Dark Green and Beige.



BULK (7) Series

PEDESTAL DETAIL N.T.S.



PEDESTAL DETAIL N.T.S.



VAULT DETAIL N.T.S.

TECHNICAL SPECIFICATIONS

DETAILS

M SPRINGS VAULT AND PEDESTAL DE COMMUNICATIONS: WARM S

LOCATED WITHIN SECTION 13, T.4 N., R.17 E., B.M., CITY OF KETCHUM, B

PREPARED FOR COX COMMUNICATIONS ŏ

ORIGINAL SIGNED BY SAMANTHA STAHLNECKER DATE ORIGINAL SIGNED: 05/20/2020 ORIGINAL ON FILE AT OFFICE OF GALENA ENGINEERING (HAILEY, ID)

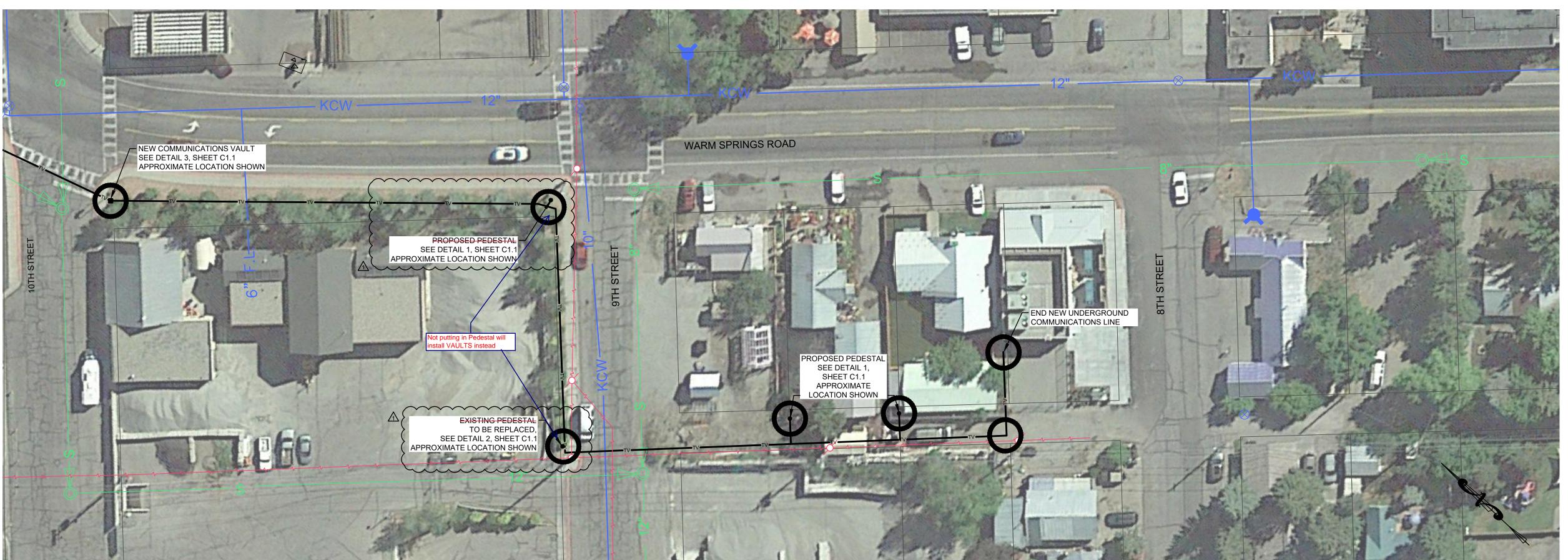
DESIGNED BY

SKS DRAWN BY

C1.1



PLAN VIEW: PARKWAY DRIVE TO 10TH STREET



- 1. SEE SHEET C1.0 FOR ADDITIONAL NOTES.
- 2. AERIAL IMAGERY SHOWN HEREON PER GOOGLE EARTH. AERIAL IMAGERY MAY NOT SHOW CURRENT CONDITIONS.
- 3. THE PURPOSE OF THIS PLAN SET IS TO PROVIDE REPAIR DETAILS FOR DISTURBANCES ASSOCIATED WITH PROPOSED EXTENTS OF THE NEW BORED COX COMMUNICATIONS LINE. THE ALIGNMENT AND VAULT/PED LOCATIONS SHOWN HEREON ARE PER A MAP BY COX COMMUNICATIONS RECEIVED APRIL 16, 2020. GALENA ENGINEERING HAS NOT ENGINEERED THE COMMUNICATIONS LINE ALIGNMENT, VAULT/PEDESTAL LOCATIONS, OR VAULT/PEDESTAL DETAILS.
- 4. SUB-SURFACE UTILITY LOCATIONS ARE APPROXIMATE AND ARE BASED UPON CITY OF KETCHUM MAPS AND IDAHO POWER UTILITY LOCATION MAPS.
- 5. ALL REPAIRS MUST MATCH EXISTING LINES, GRADES, AND DRAINAGE PATTERNS. DAMAGED LANDSCAPE AND IRRIGATION SHALL BE REPAIRED. ALL REPAIRS SHALL RESULT IN EQUAL OR BETTER QUALITY.

~~~~~~~*/* <u>LEGEND</u>

PROPERTY LINE PER BLAINE COUNTY GIS

- EXISTING OVERHEAD POWER LINE PER IDAHO POWER

EXISTING POWER POLE EXISTING WATER MAIN

EXISTING FIRE HYDRANT EXISTING WATER VALVE

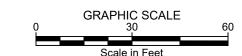
> EXISTING SEWER MAIN PROPOSED COMMUNICATIONS LINE (APPROX. BORING LOCATION SHOWN PER COX)

PROPOSED COMMUNICATIONS VAULT

PROPOSED COMMUNICATIONS PEDESTAL

POTENTIAL DISTURBED AREA; MATCH EXISTING LINES, GRADES, AND DRAINAGE PATTERNS

PLAN VIEW: 10TH STREET TO 8TH STREET



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C2.0

(HAILEY, ID)

DESIGNED BY

CHECKED BY

SKS DRAWN BY