



CITY OF KETCHUM, IDAHO REGULAR CITY COUNCIL MEETING
Monday, August 03, 2020, 4:00 PM
480 East Avenue, North, Ketchum, Idaho

Agenda

Due to safety and COVID-19 physical distancing requirements, there will be limited public attendance at Ketchum City Council meetings. Members of the public may observe the meeting live on the City's website at <https://www.ketchumidaho.org/meetings> or observe the meeting live outside of the building.

If you would like to comment on a PUBLIC HEARING item, please submit your comment to participate@ketchumidaho.org by noon the day of the meeting. Comments will be provided to the City Council.

If you would like to phone in and provide comment on a PUBLIC HEARING item on the agenda, please dial the number below. You will be called upon for comment during that agenda item

If you would like to provide comment on a PUBLIC HEARING item on the agenda in person, you may speak to the Council when called upon but must leave the room after speaking and observe the meeting outside City Hall.

Dial-in: +1 253 215 8782
Meeting ID: 982 1820 1563

- CALL TO ORDER: By Mayor Neil Bradshaw
- ROLL CALL
- COMMUNICATIONS FROM MAYOR AND COUNCILORS
- CONSENT AGENDA: Note: **(ALL ACTION ITEMS)** The Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately
 1. Approval of Minutes: Regular Meeting July 20, 2020
 2. Authorization and approval of the payroll register
 3. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$755,776.75 as presented by the Treasurer
 4. Recommendation to approve Purchase Order 20496 with Banyon Technology to upgrade equipment for well site - Water Superintendent Pat Cooley
 5. Recommendation to approve Encroachment Agreement 20493 with Idaho Power at 314 Broadway
 6. Recommendation to approve Encroachment Agreement 20492 with Idaho Power at 215 Corrock Drive

- 7. Recommendation to approve Encroachment Agreement 20487 with Century Link at 101 Lewis Street
- 8. Recommendation to approve Encroachment Agreement 20495 with Cox Communications at Spruce and Sun Valley Road
- NEW BUSINESS (no public comment required)
 - 9. ACTION ITEM: Discussion on the closure of Fourth Street
 - 10. ACTION ITEM: Discussion of requiring city employees to wear masks in city work-places and mask protocols for public meetings in the City Council Chambers
 - 11. ACTION ITEM: Recommendation to provide direction and approval on Encroachment Agreement 20494 with Idaho Power at 760 Washington Avenue--City Administrator Suzanne Frick
- PUBLIC HEARING
 - 12. ACTION ITEM: Recommendation to adopt Resolution 20-019 Adopting the Mayor's Proposed Budget as the Preliminary Budget - Director of Finance & Internal Services Grant Gager
 - 13. ACTION ITEM: First Reading of Ordinance No. 1208, Annual Appropriations Ordinance - Mayor Neil Bradshaw
- ADJOURNMENT

If you need special accommodations, please contact the City of Ketchum in advance of the meeting.

This agenda is subject to revisions and additions. Revised portions of the agenda are underlined in bold.

Public information on agenda items is available in the Clerk's Office located at 480 East Ave. N. in Ketchum or by calling 726-3841.

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Thank you for your participation.

We look forward to hearing from you



CITY OF KETCHUM, IDAHO CITY COUNCIL MEETING
Monday, July 20, 2020, 4:00 PM
480 East Avenue, North, Ketchum, Idaho

Minutes

Due to safety and COVID-19 physical distancing requirements, there will be limited public attendance at Ketchum City Council meetings. Members of the public may observe the meeting live on the City's website at <https://www.ketchumidaho.org/meetings> or observe the meeting live outside of the building.

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Dial-in: 1 346 248 7799

Meeting ID: 966 7325 2721

- **CALL TO ORDER:** By Mayor Neil Bradshaw
Mayor called the meeting to order at 4:02 p.m.
- **ROLL CALL**

PRESENT

Mayor Neil Bradshaw
Council President Amanda Breen
Councilor Michael David
Councilor Courtney Hamilton
Councilor Jim Slanetz

ALSO PRESENT

City Administrator Suzanne Frick
Director, Finance & Internal Services Grant Gager
Assistant City Administrator Lisa Enourato
Associate Planner Abby Rivin

- **COMMUNICATIONS FROM MAYOR AND COUNCILORS**

Mayor Neil Bradshaw advised that the electric hot boiler has been installed at the water treatment plant. The live footage at the fire station is up and running. He encouraged the public to be conscientious of the temperature outside and use precautions. There will be a special budget meeting on July 29th and 3 meetings in August. Mayor Neil Bradshaw clarified that this is not a public room, so masks are not

required. There are 10 people in the room, fans are on and doors are open.

1. Proclamation - Americans with Disabilities Act Awareness Day

Mayor Neil Bradshaw read the proclamation aloud.

- CONSENT AGENDA: Note: **(ALL ACTION ITEMS)** The Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately

2. Approval of Minutes: Regular Meeting July 6, 2020
3. Authorization and approval of the payroll register
4. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills in the total sum of \$639,323.65 as presented by the Treasurer
5. Recommendation to approve Wine & Liquor License for Sun Valley Culinary Institute - Director of Finance & Internal Services Grant Gager
6. Recommendation to Approve Annual Alcohol Beverage Licenses - Director of Finance & Internal Services Grant Gager
7. Recommendation to approve Final Plat for Roberts Brothers Town House Subdivision at 108 Fir Drive-- City Administrator Suzanne Frick

Councilor Courtney Hamilton advised there is a typo in consent item #7. Bavarian Village should say Roberts Brothers Townhouse. Associate Planner Abby Rivin advised that this paragraph is not pertinent to this approval and will make the appropriate changes prior to signature.

8. Recommendation to approve Exceedance Agreement 20491 for Mountain Land Design at 111 North Washington Avenue--City Administrator Suzanne Frick
9. Recommendation to approve Final Plat for Phase Three of the Onyx and Leadville subdivision--City Administrator Suzanne Frick

Motion to approve Consent Items 2-9 with stated correction to number 7.

Motion made by Councilor Hamilton, Seconded by Council President Breen.

Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz

- NEW BUSINESS (no public comment required)
- 10. ACTION ITEM: Consideration and approval of park reservations and special events - Special Events Manager Julian Tyo

Mayor Neil Bradshaw advised these are straight forward events with COVID plans in place. He thanked Events Manger Julian Tyo for working with the applicants to be sure all protocols are in place.

Motion to approve the Special Events License Application submitted for the inclusive Idaho Fundraiser and the park reservations for the Friday Evening Shabbat Service and Baby Shower.

***Motion made by Council President Breen, Seconded by Councilor Hamilton.
Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz***

11. ACTION ITEM: Consideration of options allowing scooters in the Skate Park - Special Events Manager Julian Tyo

Mayor Neil Bradshaw advised he has met with Events Manager Julian Tyo, Sarah Uhlenhopp, Andrew Gilbert and David Kelso regarding the use of the Skate Park. He was very pleased with the way in which they wanted to find a solution for our community and have all agreed to allow scooters from 10:00 a.m. to 4:30 p.m. This seemed to work with all groups and all parties. Staff will be working with the same group to come up with boards for best practices to be placed in the skatepark. Mayor Neil Bradshaw asked Council for approval of these hours and if approved, new signs will go up immediately.

Councilor Jim Slanetz thinks this is a good compromise and is pleased that that it is agreed upon by a group of stakeholders stating, it is a good starting point and good balance. Councilor Michael David agrees with Jim Slanetz and is in support. He thanked the public for getting together with Mayor Bradshaw and coming up with this solution. Council President Amanda Breen is with this solution. Councilor Courtney Hamilton is pleased that the scooter community was represented. Mayor Bradshaw advised that a temporary sign will be put up tomorrow with council approval. Courtney Hamilton appreciates the time and effort the staff has put into this.

Council approved.

- PUBLIC HEARING

12. ACTION ITEM: Recommendation to approve Preliminary Plat for the Bavarian Village Town Homes located at 112 Rember Street--City Administrator Suzanne Frick

Mayor Neil Bradshaw disclosed that he lives within 300' of this project and will not be participating or deliberating. The applicant for this project is on the call if there are questions. There is nobody here for public comment.

Councilor Jim Slanetz questioned if it changes the zoning. Associate Planner Abby Rivin advised there is no change to zoning for this application and explained, this is a storage unit only, this is a preliminary plat, ADU's and floor area ratios were discussed.

Move to approve the Bavarian Village Townhomes Subdivision Preliminary Plat application subject to conditions of approval #1-8.

***Motion made by Councilor Hamilton, Seconded by Councilor Slanetz.
Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz***

- EXECUTIVE SESSION

13. Discussion Pursuant to 74-206 (1) (f)

Motion to go into Executive pursuant to Idaho Code 74-206 (1) (f) at 4:30 p.m.

***Motion made by Councilor Hamilton, Seconded by Council President Breen.
Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz***

Motion to come out of Executive Session at 5:34pm

Motion made by Councilor Hamilton, Seconded by Council President Breen.

Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz

- **ADJOURNMENT**

Motion to adjourn at 5:34

Motion made by Councilor Hamilton, Seconded by Council President Breen.

Voting Yea: Council President Breen, Councilor David, Councilor Hamilton, Councilor Slanetz

Neil Bradshaw, Mayor

Robin Crotty, City Clerk

Report Criteria:

Invoices with totals above \$0 included.
 Paid and unpaid invoices included.
 [Report].GL Account Number = "0110000000"- "9648008200", "9910000000"- "9911810000"
 Invoice Detail.Voided = No, Yes

Vendor Name	Invoice Number	Description	Net Invoice Amount
GENERAL FUND			
LEGISLATIVE & EXECUTIVE			
01-4110-2515 VISION REIMBURSEMENT ACCT(HRA)			
STARLEY-LEAVITT INS. AGENCY	642638	642638 072320	45.00
Total LEGISLATIVE & EXECUTIVE:			45.00
ADMINISTRATIVE SERVICES			
01-4150-2515 VISION REIMBURSEMENT ACCT(HRA)			
STARLEY-LEAVITT INS. AGENCY	642638	642638 072320	63.00
01-4150-3100 OFFICE SUPPLIES & POSTAGE			
COPY & PRINT, L.L.C.	CN-00019	Credit	27.50-
COPY & PRINT, L.L.C.	OUT-1357	Office Supplies	53.97
COPY & PRINT, L.L.C.	OUT-1371	Office Supplies	242.41
PITNEY BOWES - RESERVE ACC	1016067477	Ink Pad Replacement	18.56
TREASURE VALLEY COFFEE INC	2160 06832670	Spring Water	31.80
01-4150-4800 DUES, SUBSCRIPTIONS & MEMBERSH			
INTERNATIONAL INSTITUTE OF	15488 063020	Annual Membership - Shellie Rubel	135.00
INTERNATIONAL INSTITUTE OF	28201 063020	Membership Dues - Kathleen Schwartzberger	135.00
01-4150-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087264135 07	2087264135 071320	967.22
CENTURY LINK	2087265574 07	2087265574 071320	52.25
SYRINGA NETWORKS, LLC	20JUL0389	20JUL0389	3,000.00
VERIZON WIRELESS	365459737 071	365459737 071320	43.39
VERIZON WIRELESS	965494438 071	965494438 071020	101.34
VERIZON WIRELESS	965494438 071	965494438 071020	48.39
VERIZON WIRELESS	965494438 071	965494438 071020	43.39
01-4150-5200 UTILITIES			
IDAHO POWER	2200749261 07	2200749261 072220	1,432.58
01-4150-5900 REPAIR & MAINTENANCE-BUILDINGS			
OVERHEAD DOOR COMPANY, IN	455607	Belt Operator with Remote	615.00
WINDYCITY ARTS, INC.	2020-436	Aluminum Sign and Graphic Design	103.05
01-4150-6500 CONTRACTS FOR SERVICES			
S & C ASSOCIATES LLC	1691-1717	20-1031	57.50
S & C ASSOCIATES LLC	1691-1717	18-1008	230.00
S & C ASSOCIATES LLC	1691-1717	18-1037	345.00
S & C ASSOCIATES LLC	1691-1717	19-1037	115.00
S & C ASSOCIATES LLC	1691-1717	19-1041	747.50
Total ADMINISTRATIVE SERVICES:			8,553.85

LEGAL

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4160-4270 CITY PROSECUTOR ALLINGTON, ESQ., FREDERICK	120265	Monthly Prosecutor Payment	3,769.92
Total LEGAL:			3,769.92

PLANNING & BUILDING

01-4170-2515 VISION REIMBURSEMENT ACCT(HRA)

STARLEY-LEAVITT INS. AGENCY	642638	642638 072320	36.00
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01-4170-4200 PROFESSIONAL SERVICES

CITY OF KETCHUM	072320	Permit Fees - Appeal	2,175.00
S & C ASSOCIATES LLC	1691-1717	20-1036	115.00
S & C ASSOCIATES LLC	1691-1717	20-1023	115.00
S & C ASSOCIATES LLC	1691-1717	20-1024	115.00
S & C ASSOCIATES LLC	1691-1717	20-1027	1,265.00
S & C ASSOCIATES LLC	1691-1717	20-1030	57.50
S & C ASSOCIATES LLC	1691-1717	20-1033	172.50
S & C ASSOCIATES LLC	1691-1717	20-1034	57.50
S & C ASSOCIATES LLC	1691-1717	19-1020	230.00
S & C ASSOCIATES LLC	1691-1717	19-1042	115.00
S & C ASSOCIATES LLC	1691-1717	19-1059	115.00
S & C ASSOCIATES LLC	1691-1717	20-1004	805.00
S & C ASSOCIATES LLC	1691-1717	20-1006	115.00
S & C ASSOCIATES LLC	1691-1717	20-1022	920.00
S & C ASSOCIATES LLC	1691-1717	18-1004	115.00
S & C ASSOCIATES LLC	1691-1717	18-1016	230.00
S & C ASSOCIATES LLC	1691-1717	19-1004	345.00
S & C ASSOCIATES LLC	1691-1717	19-1005	230.00
S & C ASSOCIATES LLC	1691-1717	19-1011	345.00
S & C ASSOCIATES LLC	1691-1717	17-1009	57.50

Total PLANNING & BUILDING:			7,731.00
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FACILITY MAINTENANCE

01-4194-2515 VISION REIMBURSEMENT ACCT(HRA)

STARLEY-LEAVITT INS. AGENCY	642638	642638 072320	27.00
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01-4194-3200 OPERATING SUPPLIES

CHATEAU DRUG CENTER	2246639	Supplies	6.92
CHATEAU DRUG CENTER	2247860	Bleach	7.59

01-4194-3500 MOTOR FUELS & LUBRICANTS

UNITED OIL	943906	38950 071520	309.69
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01-4194-4200 PROFESSIONAL SERVICES

BIG WOOD LANDSCAPE, INC.	22715	Tree Replacement - Village Market	898.75
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01-4194-4210 PROFESSIONAL SERVC-CITY TREES

ARBOR CARE	CMB369-5	480 City Hall Tree Care	30.00
ARBOR CARE	CMB370-5	Little Park Tree Care	30.00
ARBOR CARE	CMB371-5	Ore Wagon Museum Tree Care	30.00
ARBOR CARE	CMB372-5	Rotary Park Tree Care	80.00
ARBOR CARE	CMB373-5	Atkinsons' Park Tree Care	3,500.00
ARBOR CARE	CMB374-5	Forest Service Park Tree Care	80.00
ARBOR CARE	CMB376-5	Water Facility Tree Care	35.00
ARBOR CARE	CMB379-5	Park Circle Pumphouse Tree Care	30.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
ARBOR CARE	CMB380-5	Lucy Loken Park Tree Care	755.00
ARBOR CARE	CMB381-5	Water Dept Tree Care	60.00
ARBOR CARE	CMB382-5	Town Square Tree Care	40.00
ARBOR CARE	CMB384-5	Farnlun Park Tree Care	30.00
ARBOR CARE	CMB385-5	City Hall Tree Care	40.00
ARBOR CARE	CMB386-4	City Corridor Tree Care	685.00
01-4194-5200 UTILITIES			
IDAHO POWER	2201272487 07	2201272487 072020	38.15
IDAHO POWER	2203538992 07	2203538992 072020	97.42
01-4194-5300 CUSTODIAL & CLEANING SERVICES			
WESTERN BUILIDNG MAINTEN	0126021-IN	Disinfectant Services	430.00
WESTERN BUILIDNG MAINTEN	0126021-IN	Monthly Janitorial Services	4,798.12
01-4194-6100 REPAIR & MAINT--MACHINERY & EQ			
SAWTOOTH WOOD PRODUCTS, I	0000120921	Walkbehind Mower Parts and Service	88.71
01-4194-6950 MAINTENANCE			
A.C. HOUSTON LUMBER CO.	2007-657958	Wipe Dispenser Bolts	12.85
CHATEAU DRUG CENTER	2251443	Bable Ties	8.52
CHATEAU DRUG CENTER	2253666	Insect Killer	9.49
PIPECO, INC.	S3810912.001	Falcon Rotor	33.85
PIPECO, INC.	S3826416.001	Irrigation Repairs	48.97
PIPECO, INC.	S3830194.001	Irrigation Repairs	191.30
PIPECO, INC.	S3845217.001	Pump Park Hose	5.42
PIPECO, INC.	S3848187.001	Fabric Pro Roll	146.15
SAWTOOTH WOOD PRODUCTS, I	0000120922	Spray Gun	26.99
SILVER CREEK SUPPLY	S2185169.001	Legion Field Rotor	215.19
Total FACILITY MAINTENANCE:			12,826.08
POLICE			
01-4210-3100 OFFICE SUPPLIES & POSTAGE			
PARTEK SOLUTIONS	24623	Yellow Envelopes	511.70
01-4210-3200 OPERATING SUPPLIES			
CHATEAU DRUG CENTER	2246673	Supplies	18.00
01-4210-3620 PARKING OPS EQUIPMENT FEES			
VERIZON WIRELESS	965494438 071	965494438 071020	47.86
VERIZON WIRELESS	965494438 071	965494438 071020	43.39
VERIZON WIRELESS	965494438 071	965494438 071020	43.39
CALE AMERICA, INC.	159962	June Active Meters	165.00
01-4210-4250 PROF.SERVICES-BCSO CONTRACT			
BLAINE COUNTY CLERK/RECOR	201031	BCSO Law Enforcement Services	123,587.42
Total POLICE:			124,416.76
FIRE & RESCUE			
01-4230-2515 VISION REIMBURSEMENT ACCT(HRA)			
STARLEY-LEAVITT INS. AGENCY	642638	642638 072320	117.00
01-4230-3200 OPERATING SUPPLIES FIRE			
A.C. HOUSTON LUMBER CO.	2007-658811	Jack Chain	3.68

Vendor Name	Invoice Number	Description	Net Invoice Amount
ATKINSONS' MARKET	03546556	Coffee	15.19
ATKINSONS' MARKET	10527754	Floor Cleaner	2.75
CHATEAU DRUG CENTER	2254222	Supplies	9.95
CONSOLIDATED ELECTRICAL DI	3755-686806	Tool Bag	83.30
01-4230-3210 OPERATING SUPPLIES EMS			
ATKINSONS' MARKET	01312183	Batteries	24.20
ATKINSONS' MARKET	03546556	Coffee	15.19
ATKINSONS' MARKET	10527754	Floor Cleaner	2.75
BOUNDTREE MEDICAL	83696750	Medical Supplies	264.56
BOUNDTREE MEDICAL	83705578	Medical Supplies	860.33
CHATEAU DRUG CENTER	2254222	Supplies	9.95
HENRY SCHEIN	78545588	Chart Paper	55.95
HENRY SCHEIN	79748133	Medical Supplies	579.08
HENRY SCHEIN	79748133	Medical Supplies	55.25
01-4230-3500 MOTOR FUELS & LUBRICANTS FIRE			
UNITED OIL	943782	37267 071520	132.54
01-4230-3510 MOTOR FUELS & LUBRICANTS EMS			
UNITED OIL	943782	37267 071520	95.11
01-4230-4920 TRAINING-FACILITY			
CLEAR CREEK DISPOSAL	0001332953	1848 072720	57.46
COX WIRELESS	047339201 070	047339201 070820	99.79
01-4230-5100 TELEPHONE & COMMUNICATION FIRE			
UNITED COMMUNICATIONS CO	3064632	Two Way Radio Repair	70.92
UNITED COMMUNICATIONS CO	3065157	Radio Battery	30.21
VERIZON WIRELESS	765494480 071	765494480 071320	75.21
01-4230-5110 TELEPHONE & COMMUNICATION EMS			
UNITED COMMUNICATIONS CO	3064632	Two Way Radio Repair	70.92
UNITED COMMUNICATIONS CO	3065157	Radio Battery	30.21
VERIZON WIRELESS	765494480 071	765494480 071320	75.21
01-4230-6000 REPAIR & MAINT-AUTO EQUIP FIRE			
ALSCO - AMERICAN LINEN DIVI	LBO11817526	5109 072020	29.75
01-4230-6100 REPAIR & MAINT--MACHINERY & EQ			
CLEARWATER POWER EQUIPME	07232021	Chainsaw Gas	14.70
Total FIRE & RESCUE:			2,881.16
STREET			
01-4310-2515 VISION REIMBURSEMENT ACCT(HRA)			
STARLEY-LEAVITT INS. AGENCY	642638	642638 072320	81.00
01-4310-3200 OPERATING SUPPLIES			
CHATEAU DRUG CENTER	2251768	Supplies	55.05
D & B SUPPLY INC.	62846	Work Shirts - Paul Baker	89.97
GEM STATE PAPER & SUPPLY	1030695	Paper Supplies	125.02
GEM STATE PAPER & SUPPLY	1030695-01	Dish Soap	47.93
GEM STATE PAPER & SUPPLY	1030723	Batteries	36.62
GEM STATE PAPER & SUPPLY	1030723-01	Batteries	8.85

Vendor Name	Invoice Number	Description	Net Invoice Amount
01-4310-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	943783	37269 071520	1,030.05
01-4310-4200 PROFESSIONAL SERVICES			
CENTRAL DRUG SYSTEM, INC.	307986	Drug Processing Fees	56.75
01-4310-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS	365459737 071	365459737 071320	89.78
01-4310-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
NAPA AUTO PARTS	020249	Oil and Fuel Filter	27.78
01-4310-6100 REPAIR & MAINT--MACHINERY & EQ			
C & R ELECTRIC, INC.	9800	Compressor Motor Capacitors	230.42
METROQUIP, INC.	005368	Sweeper Parts	51.51
NAPA AUTO PARTS	020243	Gas Caps	13.61
NAPA AUTO PARTS	021143	Truck Switches	36.57
NAPA AUTO PARTS	021295	Tank Rocker	2.99
NAPA AUTO PARTS	021462	Washer Switches	22.28
WHOLESALE SUPPLY	3255	Orange Crush for Trucks and Equipment	768.44
01-4310-6910 OTHER PURCHASED SERVICES			
ALSCO - AMERICAN LINEN DIVI	LBO11817150	5831 071720	48.11
CINTAS FIRST AID & SAFETY	5021246313	First Aid Supplies	275.24
01-4310-6920 SIGNS & SIGNALIZATION			
ECONO SIGNS LLC	10-961372	Signage	108.80
01-4310-6930 STREET LIGHTING			
IDAHO POWER	2201013857 07	2201013857 072020	12.39
IDAHO POWER	2203855230 07	2203855230 072020	37.93
IDAHO POWER	2204535385 07	2204535385 072020	32.99
IDAHO POWER	2206773224 07	2206773224 072020	8.19
IDAHO POWER	2207487501 07	2207487501 072020	82.54
01-4310-6950 MAINTENANCE & IMPROVEMENTS			
ALLEN CONSTRUCTION, INC.	071620	City Wide Concrete Work	26,725.00
COLOR HAUS, INC.	235852	Curb Paint	288.01
FASTENAL COMPANY	IDJER91613	Marking Paint	70.48
OHIO GULCH TRANSFER STATIO	154336	Wood Waste	3.10
SUNSEAL, LTD	869	Street Striping	1,023.68
TRAFFIC SAFETY STORE	INV000743290	100 Traffic Cones	3,008.61
Total STREET:			34,499.69
RECREATION			
01-4510-2515 VISION REIMBURSEMENT ACCT(HRA)			
STARLEY-LEAVITT INS. AGENCY	642638	642638 072320	36.00
01-4510-3200 OPERATING SUPPLIES			
A.C. HOUSTON LUMBER CO.	2007-653041	Paint	11.16
01-4510-3250 RECREATION SUPPLIES			
ATKINSONS' MARKET	06436011	Supplies	12.32
01-4510-3300 RESALE ITEMS-CONCESSION SUPPLY			
ATKINSONS' MARKET	04931299	Concessions	33.49

Vendor Name	Invoice Number	Description	Net Invoice Amount
ATKINSONS' MARKET	06433936	Concessions	41.47
SYSCO	140657856	Concession & Supplies	195.67
01-4510-4200 PROFESSIONAL SERVICE			
CENTRAL DRUG SYSTEM, INC.	307986	Drug Processing Fees	56.75
01-4510-5200 UTILITIES			
IDAHO POWER	2206452274 07	2206452274 072020	543.52
01-4510-6000 REPAIR & MAINT--AUTOMOTIVE EQU			
OHIO GULCH TRANSFER STATIO	155256	Tranfer	9.00
Total RECREATION:			939.38
Total GENERAL FUND:			195,662.84
GENERAL CAPITAL IMPROVEMENT FD			
GENERAL CIP EXPENDITURES			
03-4193-7400 COMPUTER/COPIER LEASING			
DELL FINANCIAL SERVICES	80501919	Lease Services	236.56
DELL FINANCIAL SERVICES	80507885	contract for computers	1,465.97
Total GENERAL CIP EXPENDITURES:			1,702.53
Total GENERAL CAPITAL IMPROVEMENT FD:			1,702.53
ORIGINAL LOT FUND			
ORIGINAL LOT TAX			
22-4910-6040 SUN VALLEY MARKETING ALLIANCE			
VISIT SUN VALLEY	60	Monthly Payment per contract	33,333.33
Total ORIGINAL LOT TAX:			33,333.33
Total ORIGINAL LOT FUND:			33,333.33
FIRE CONSTRUCTION FUND			
FIRE FUND EXP/TRNFRS			
42-4800-4200 PROFESSIONAL SERVICES			
DENNIS POTTS PROJECT MGMT,	1175	Construction Mgmt Services 6/21	22,572.78
CORE CONSTRUCTION SERVICES	201000503	Design Development Phase Contract 20454	10,702.00
42-4800-4205 PROF SERVICES ENGINEERING			
MATERIALS TESTING & INSPEC	175610	Soil Field Density Services	465.36
42-4800-5200 UTILITIES			
ARBOR CARE	CMB407	Fire Station Tree and Stump Removal	1,795.00
Total FIRE FUND EXP/TRNFRS:			35,535.14
Total FIRE CONSTRUCTION FUND:			35,535.14
WATER FUND			
WATER EXPENDITURES			

Vendor Name	Invoice Number	Description	Net Invoice Amount
63-4340-2515 VISION REIMBURSEMENT ACCT(HRA)			
STARLEY-LEAVITT INS. AGENCY	642638	642638 072320	27.00
63-4340-3100 OFFICE SUPPLIES & POSTAGE			
UNIFIED OFFICE SERVICES	286190	Batteries	21.86
63-4340-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBO11817154	5192 071720	24.49
ALSCO - AMERICAN LINEN DIVI	LBO11817158	5493 071720	50.14
GEM STATE PAPER & SUPPLY	1030178	Paper Supplies	66.64
PIPECO, INC.	S3830372.001	White Marking Paint	11.15
PIPECO, INC.	S3833113.001	Marking Paint	66.82
63-4340-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	943785	37271 071520	231.65
63-4340-3800 CHEMICALS			
GEM STATE WELDERS SUPPLY,I	823433	55 gal T-Chlor x 2	492.48
63-4340-4200 PROFESSIONAL SERVICES			
CENTRAL DRUG SYSTEM, INC.	307986	Drug Processing Fees	56.75
PETROLEUM STORAGE TANK F	26987	Annual Renewal Statement	75.00
63-4340-5100 TELEPHONE & COMMUNICATIONS			
CENTURY LINK	2087268953 07	2087268953 071320	54.60
VERIZON WIRELESS	365516521 071	365516521 071320	131.61
VERIZON WIRELESS	965494438 071	965494438 071020	43.39
63-4340-5200 UTILITIES			
IDAHO POWER	2202458903 07	2202458903 071720	78.10
IDAHO POWER	2203658592 07	2203658592 072320	13,207.76
IDAHO POWER	2206786259 07	2206786259 071720	29.58
63-4340-6000 REPAIR & MAINT-AUTO EQUIP			
RIVER RUN AUTO PARTS	6538-155477	Adhesive	10.99
63-4340-6100 REPAIR & MAINT-MACH & EQUIP			
BANYAN TECHNOLOGY INC.	20715	Water Well Service	892.50
CHATEAU DRUG CENTER	2250941	Filters	12.32
CHATEAU DRUG CENTER	2250951	Filter Credit	2.84
G C SYSTEMS INC.	5273	PO 20446 CLA-VAL Control Valves	13,080.00
USA BLUEBOOK	307312	Pilot Valves	856.18
Total WATER EXPENDITURES:			29,518.17
WATER DEBT SERVICE EXPENDITRES			
63-4800-8300 DEBT SRVC ACCT PRINCIPAL-2015B			
ZIONS BANK	2015B 070620	Revenue Bond Series 2015B - Principal	30,000.00
63-4800-8400 DEBT SRVC ACCT INTEREST-2015B			
ZIONS BANK	2015B 070620	Revenue Bond Series 2015B - Interest	54,668.60
Total WATER DEBT SERVICE EXPENDITRES:			84,668.60
Total WATER FUND:			114,186.77

Vendor Name	Invoice Number	Description	Net Invoice Amount
WATER CAPITAL IMPROVEMENT FUND			
WATER CIP EXPENDITURES			
64-4340-7600 MACHINERY AND EQUIPMENT			
SAWTOOTH PLUMBING	27230	Boiler Setup	142.50
64-4340-7802 KETCHUM SPRING WA CONVERSION			
LUNCEFORD EXCAVATION, INC.	11131	Compact Asphalt	450.00
LUNCEFORD EXCAVATION, INC.	11147	Repair Services Clay Valve and Traffic Control	440.00
S & C ASSOCIATES LLC	1691-1717	19-1072	587.50
CANYON EXCAVATION. LLC	20457 070820 1	Ketchum Srings Water Phase 3 20457	110,713.10
CANYON EXCAVATION. LLC	20457 071320 2	Ketchum Srings Water Phase 3 20457 App 2	23,063.16
Total WATER CIP EXPENDITURES:			135,396.26
Total WATER CAPITAL IMPROVEMENT FUND:			135,396.26
WASTEWATER FUND			
WASTEWATER EXPENDITURES			
65-4350-2515 VISION REIMBURSEMENT ACCT(HRA)			
STARLEY-LEAVITT INS. AGENCY	642638	642638 072320	54.00
65-4350-3100 OFFICE SUPPLIES & POSTAGE			
UNIFIED OFFICE SERVICES	286190	Batteries	21.86
65-4350-3200 OPERATING SUPPLIES			
ALSCO - AMERICAN LINEN DIVI	LBO11817154	5192 071720	24.49
ALSCO - AMERICAN LINEN DIVI	LBO11817156	5292 071720	115.01
ATKINSONS' MARKET	01314046	Distilled Water	17.44
PIPECO, INC.	S3845173.001	Flex Gloves	4.92
65-4350-3500 MOTOR FUELS & LUBRICANTS			
UNITED OIL	943784	37270 071520	58.16
65-4350-3800 CHEMICALS			
HACH	12035351	CHEMICALS	513.86
THATCHER COMPANY, Inc.	1498988	T-Chlor 12.5	1,631.50
65-4350-5100 TELEPHONE & COMMUNICATIONS			
VERIZON WIRELESS	965494438 071	965494438 071020	25.85
VERIZON WIRELESS	965494438 071	965494438 071020	40.01
65-4350-5200 UTILITIES			
IDAHO POWER	2202158701 07	2202158701 071520	9,057.61
IDAHO POWER	2202703357 07	2202703357 071720	69.95
IDAHO POWER	2206786259 07	2206786259 071720	29.57
65-4350-6100 REPAIR & MAINT-MACH & EQUIP			
PLATT ELECTRIC SUPPLY	Z681948	Light and Extender	16.28
Total WASTEWATER EXPENDITURES:			11,680.51
WASTEWATER DEBT SERVICE EXP			
65-4800-8300 DEBT SRVC ACCT PRNCPL-2014C			
ZIONS BANK	2014C 070620	Revenue bond Series 2014C - Principal	195,000.00

Vendor Name	Invoice Number	Description	Net Invoice Amount
65-4800-8400 DEBT SRVC ACCT INTEREST-2014C			
ZIONS BANK	2014C 070620	Revenue bond Series 2014C - Interest	32,833.12
Total WASTEWATER DEBT SERVICE EXP:			227,833.12
Total WASTEWATER FUND:			239,513.63
WASTEWATER CAPITAL IMPROVE FND WASTEWATER CIP EXPENDITURES			
67-4350-7800 CONSTRUCTION			
S & C ASSOCIATES LLC	1691-1717	19-1063	402.50
Total WASTEWATER CIP EXPENDITURES:			402.50
Total WASTEWATER CAPITAL IMPROVE FND:			402.50
PARKS/REC DEV TRUST FUND PARKS/REC TRUST EXPENDITURES			
93-4900-6800 KETCHUM ARTS COMMISSION			
WINDYCITY ARTS, INC.	2020-432	KAC Laminate	43.75
Total PARKS/REC TRUST EXPENDITURES:			43.75
Total PARKS/REC DEV TRUST FUND:			43.75
Grand Totals:			755,776.75

Report Criteria:

Invoices with totals above \$0 included.
 Paid and unpaid invoices included.
 [Report].GL Account Number = "0110000000"- "9648008200", "9910000000"- "9911810000"
 Invoice Detail.Voided = No, Yes



City of Ketchum

August 3, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To

Recommendation and Summary

Staff is recommending the council approve a purchase order with Banyan Technologies for \$28,810.00 and adopt the following motion:

I make a motion to approve a purchase order with Banyan Technologies in the amount of \$28,810.00 for upgrades to our Warm Springs Well electronics and monitoring system.

The reasons for the recommendation are as follows:

- **Current components are obsolete and no longer supported by the manufacture.**
- **This is part of an ongoing maintenance process.**

Introduction and History

The PLC components are the chief operation modules in the SCADA (control and monitoring) systems. These components have outlived their useful operational life and are no longer supported by the manufacturer.

Analysis

These components that are being replaced have been in service since 1997.

Sustainability

- This will assist in the efficient delivery of water with the monitoring and of use of our most efficient well configurations.

Financial Impact

Funding for this purchase order is identified in the capitol improvement of our budget and will be paid for out of the water fund.

Attachments: Banyan Technologies cost estimate
Purchase order # 20496

Banyan Technologies Inc.
P.O. Box 5083
Twin Falls, Idaho 83303-5083

Estimate

Date	Estimate #
7/27/2020	KW-072720

Name / Address
Ketchum City Utilities Pat Cooley PO. Box 2315 Ketchum, Idaho 83340

Terms	Project
Net 15	

Description	Qty	Cost	Total
Warm Springs (Master) PLC Upgrade Upgrade existing obsolete Allen Bradley SLC500 Programmable Logic Control (PLC) System to new Allen Bradley Compact Logix 5069 PLC System. Price includes all PLC components, wiring, installation, PLC and SCADA programming, startup and testing Work to be completed by September 15th, 2020	1	0.00 28,810.00	0.00 28,810.00
		Subtotal	\$28,810.00
		Sales Tax (6.0%)	\$0.00
		Total	\$28,810.00

Phone #	Fax #	E-mail
2087367363	208-734-8677	BVW@WATER2WIRE.COM



City of Ketchum

August 3, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Right-of-Way Encroachment Agreement 20493 with Idaho Power for placement of an at grade vault and underground power lines in the City Right-of-Way

Recommendation and Summary

Staff is recommending the Council approve the attached Encroachment Agreement 20493 and adopt the following motion:

"I move to authorize the Mayor to sign Encroachment Agreement 20493 with Idaho Power."

The reasons for the recommendation are as follows:

- The encroachment is necessary to underground power distribution lines
- The encroachment will have no impact on pedestrian or public access

Introduction and History

Idaho Power would like to install approximately 370 ft. of underground conduit and a 2'x2' traffic rated vault within the City's Right-of-Way on Broadway Blvd. between Sunnyside Blvd. and 302 Broadway Blvd. The proposed at grade vault is to be located 5' off the existing edge of asphalt within a gravel area. The encroachment request will facilitate undergrounding of approximately 355 ft. of overhead power lines.

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 20493

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 20493

THIS AGREEMENT, made and entered into this ____ day of ____, 2020, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and _____, representing IDAHO POWER COMPANY, (collectively referred to as "Owner"), whose address is 1221 West Idaho St., Boise, ID 83702.

RECITALS

WHEREAS, Owner wishes to permit placement of an 2' x 2' at-grade vault and underground electrical power lines in the right-of-way on Broadway Blvd. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

WHEREAS, Ketchum finds that said Improvements will not impede the use of said public right-of-way at this time subject to the terms and provisions of this Agreement;

WHEREAS, 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 power infrastructure identified in Exhibit "A" within the public right-of-way of Broadway Blvd., 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. Subject to Section 13 below, 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 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.

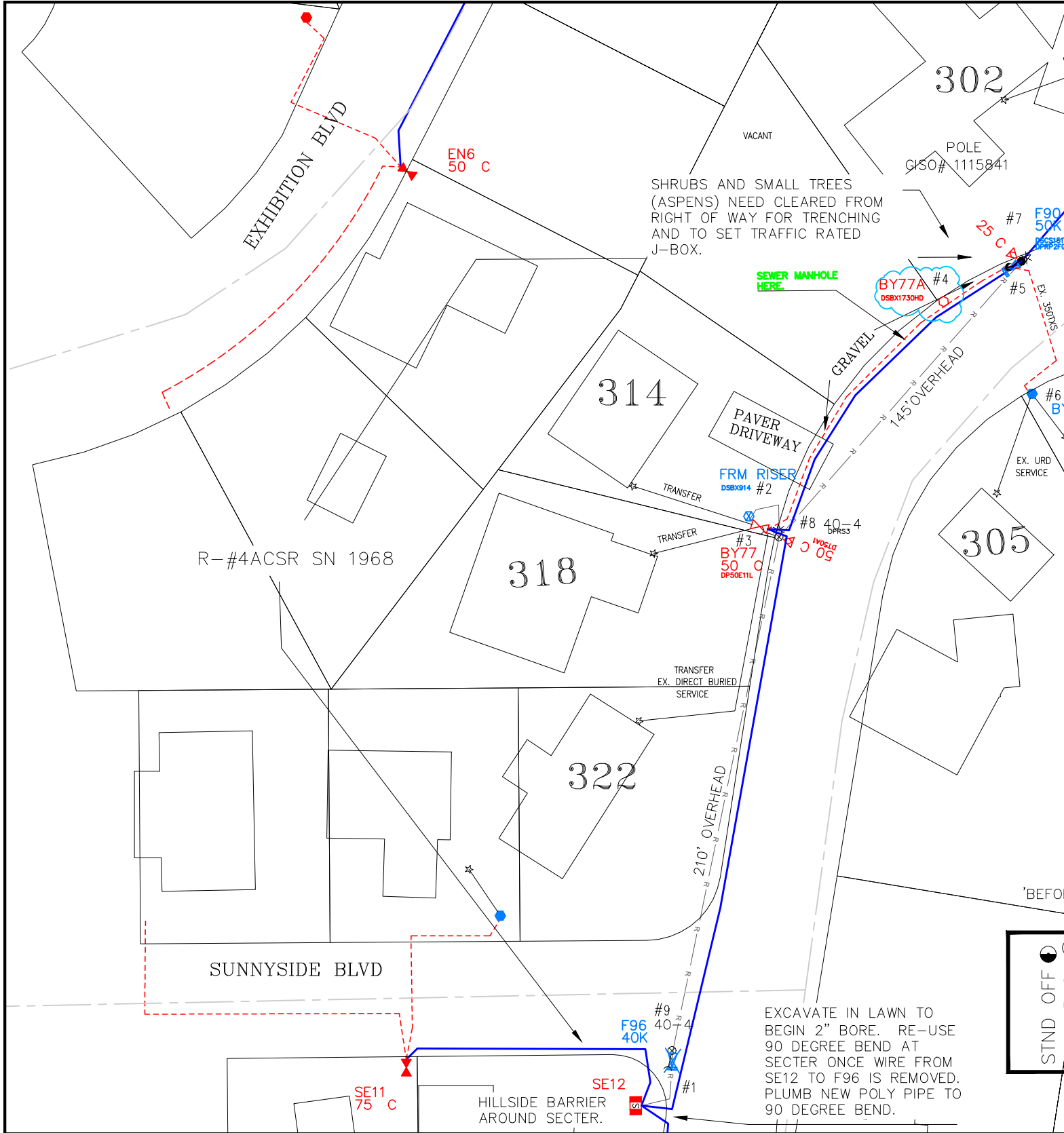
13. Notwithstanding any other provision of this Agreement, this Agreement shall be subject in all respects to the terms of the Franchise Agreement between Owner and Ketchum set forth in Ketchum Ordinance No. 1092 adopted by Ketchum on May 7, 2012, as such Franchise Agreement may be amended, extended or replaced by a new franchise agreement in

the future (“Franchise Agreement”), and in the event of any conflict or uncertainty between the terms of this Agreement and the Franchise Agreement, the Franchise Agreement shall control.

EXHIBIT "A"

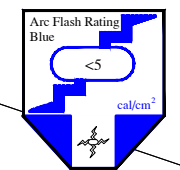
UNDERGROUND CABLE NOTES

POINT NUMBER	FROM	TO	CONDUCTOR CU	CABLE SIZE	CABLE LENGTH	TRENCH LENGTH	CONDUIT CU	CONDUIT SIZE	CONDUIT LENGTH	COMPACTION LENGTH	BORE LENGTH
1	SE12	BY77	DCP10	1/0-C	270	10	DDB2	2	10	-	210
3	BY77	F90	DCP10	1/0-C	220	160	DDB2	2	160	160	-
4	BY77	BY77A	D3SC35	350TxS	170	-	DDB3S	3	160	-	-
5	BY77A	EX SECD AT RISER	D3SC35	350TxS	T-105	5	DDB3S	3	40	-	-



**** WORK IS CONTINGENT ON CITY OF KETCHUM PERMITTING.**

LANDSCAPE REPLACEMENT REQUIRED IN AREAS DISTURBED BY POT HOLING OR TRENCHING; I.E.; PAVER DRIVEWAY REMOVAL AND REPLACEMENT @ 314.



60" AVIAN CONSTRUCTION

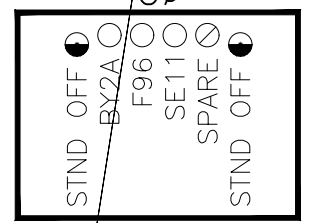
JOINT USE ATTENTION REQUIRED!

This work involves Joint Use facilities which may include transfers, new attachments and removals. When work is completed on your portion of the project, please provide name and work order number to one of the following:

**Email: JointUseDept@idahopower.com
Phone: 208-388-2886**

Company Contact Information

Cox Communications (Bellevue, Hailey, Ketchum, Sun Valley)
Al Kennedy
(208)471-0028



****ATTENTION CUSTOMER**
OUR CREWS ARE WORKING TO KEEP THE LIGHTS ON
PLEASE STAY BACK AT LEAST 6 FEET**

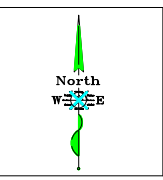
SWPP: Pending

TIMES SCALE 0 1 2 3 4 Customer: _____ Date: _____

Job Title: **ANDERSON, ROBERT-314 BROADWAY BLVD/KET RELOCATION OF OH TO**
 Additional Description: **RELOCATE EXISTING OVERHEAD SINGLE PHASE POWER TO UNDERGROUND.**
 Additional Description: **MULTIPLE BORES WILL BE NECESSARY PER CITY OF KETCHUM ORDINACE.**

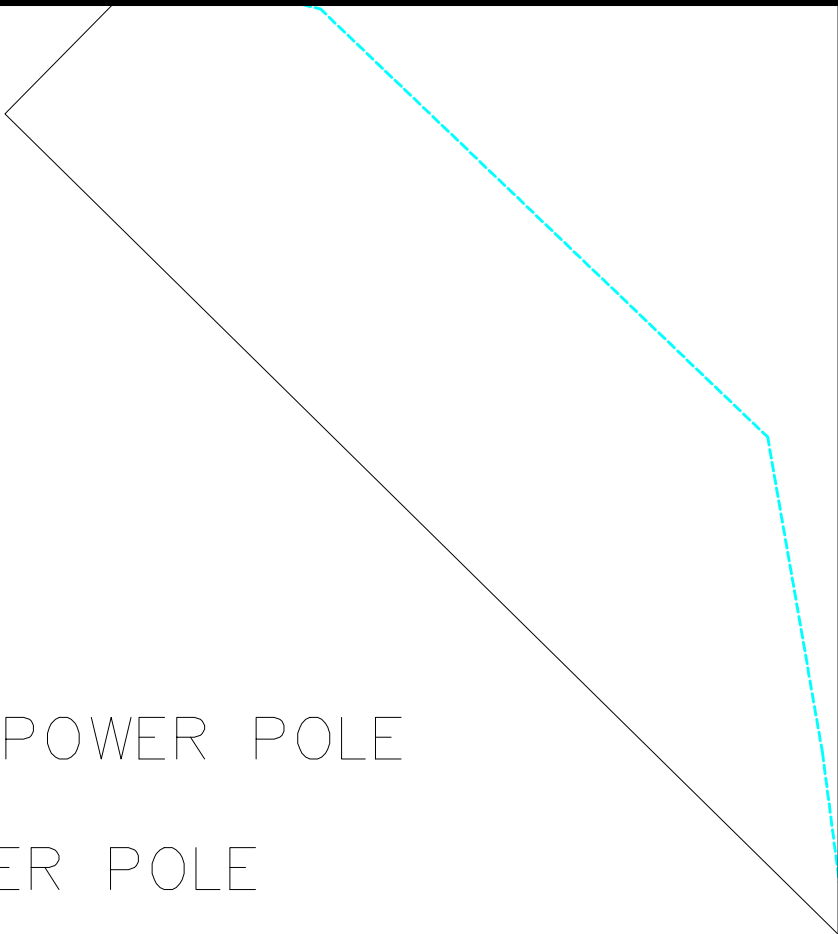
Feeder Map File Name: **KCHM1803**
 Qua **1** Twn **04N** Rng **17E** Sec **13** BM **BM**
 State **ID** County **Blaine**

Surveyed or GPS: **GPS**
 Joint Use Attachment: **YES**
 Pre-Built Date: **6/18/2020**
 Built as Designed: **----**
 Construction Date: **----**
 Operating Voltage: **7.2 kV**



FDR By: **----**
 Date: **----**
 ArcFM By: **----**
 Date: **----**

Designer: **CDC0468**
 Design No: **0000137781**
 Work Order No: **27534977**



- EXISTING POWER POLE
- NEW POWER POLE
- ⬡ NEW J-BOX
- ⊗ NEW PADMOUNT TRANSFORMER



Work Order Number:

27549457

Detail: "A"

NO SCALE



City of Ketchum

August 3, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Right-of-Way Encroachment Agreement 20492 with Idaho Power for underground power lines in the City Right-of-Way.

Recommendation and Summary

Staff is recommending the Council approve the attached Encroachment Agreement 20492 and adopt the following motion:

"I move to authorize the Mayor to sign Encroachment Agreement 20492 with Idaho Power."

The reasons for the recommendation are as follows:

- The encroachment is necessary to underground power distribution lines
- The encroachment will have no impact on pedestrian or public access

Introduction and History

Idaho Power would like to install approximately 295 ft. of underground conduit within the City's Right-of-Way on Corrock Dr. The proposed project also includes the installation of two new pad mounted transformers on private property and removing an existing power pole within the City's Right-of-Way. There are two existing power poles on private property which will remain and continue to provide overhead service to private residences. The encroachment request will facilitate undergrounding of approximately 260 ft. of overhead power distribution lines.

Analysis

Engineering and Streets have reviewed the layout of the proposed utilities. No above grade facilities are proposed within the City's ROW. The underground power lines as proposed do not impact public access or maintenance.

Financial Impact

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

Attachments:

Encroachment Agreement 20492

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 20492

THIS AGREEMENT, made and entered into this ____ day of ____, 2020, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho, and _____, representing IDAHO POWER COMPANY, (collectively referred to as "Owner"), whose address is 1221 West Idaho St., Boise, ID 83702.

RECITALS

WHEREAS, Owner wishes to permit placement of underground electrical power lines in the right-of-way on Corrock Dr. 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 power infrastructure identified in Exhibit "A" within the public right-of-way on Corrock Drive 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. Subject to Section 13 below, 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.

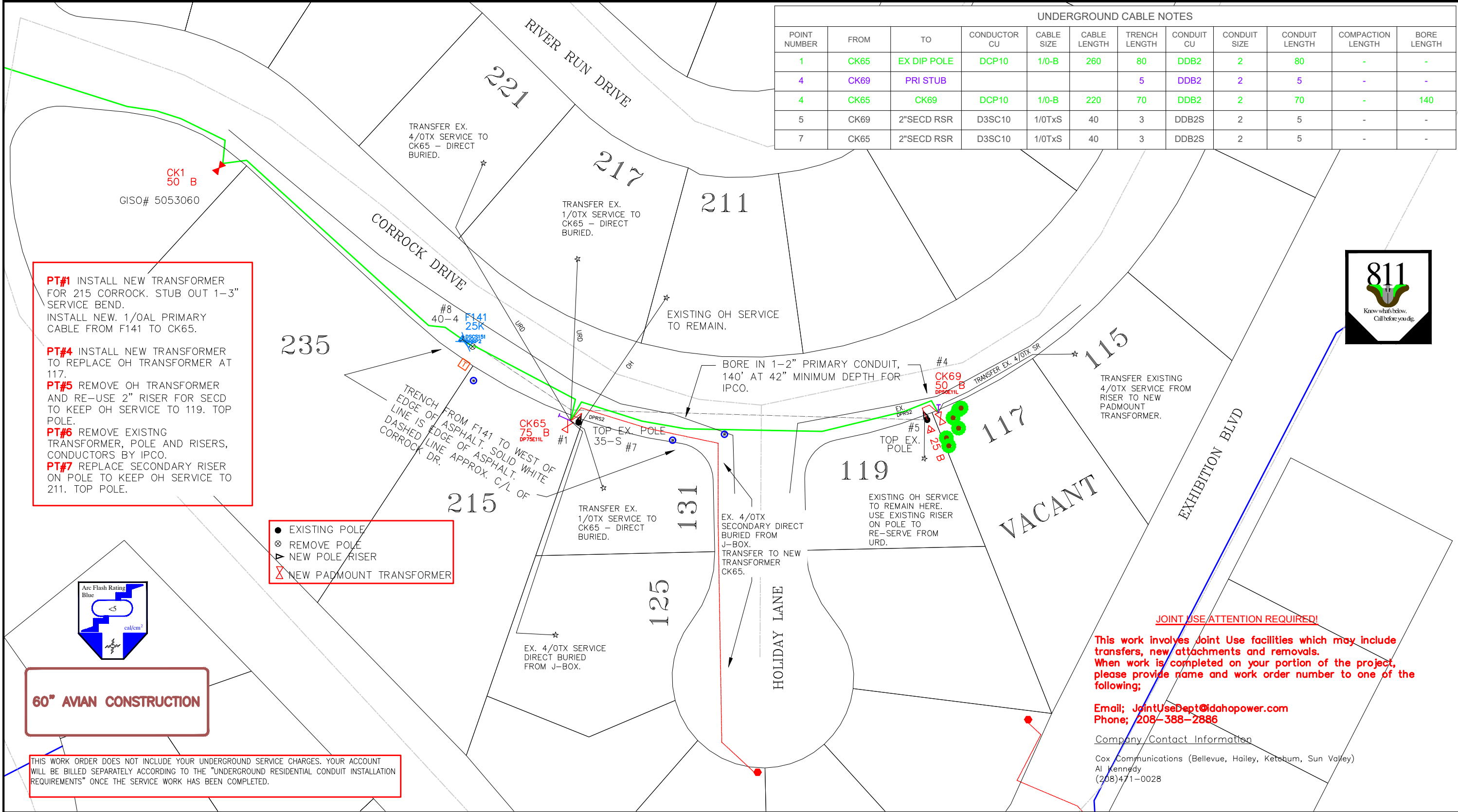
11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

12. The parties fully understand all 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.

13. Notwithstanding any other provision of this Agreement, this Agreement shall be subject in all respects to the terms of the Franchise Agreement between Owner and Ketchum set forth in Ketchum Ordinance No. 1092 adopted by Ketchum on May 7, 2012, as such Franchise Agreement may be amended, extended or replaced by a new franchise agreement in the future ("Franchise Agreement"), and in the event of any conflict or uncertainty between the terms of this Agreement and the Franchise Agreement, the Franchise Agreement shall control.

EXHIBIT "A"

UNDERGROUND CABLE NOTES											
POINT NUMBER	FROM	TO	CONDUCTOR CU	CABLE SIZE	CABLE LENGTH	TRENCH LENGTH	CONDUIT CU	CONDUIT SIZE	CONDUIT LENGTH	COMPACTION LENGTH	BORE LENGTH
1	CK65	EX DIP POLE	DCP10	1/0-B	260	80	DDB2	2	80	-	-
4	CK69	PRI STUB				5	DDB2	2	5	-	-
4	CK65	CK69	DCP10	1/0-B	220	70	DDB2	2	70	-	140
5	CK69	2"SECD RSR	D3SC10	1/0TxS	40	3	DDB2S	2	5	-	-
7	CK65	2"SECD RSR	D3SC10	1/0TxS	40	3	DDB2S	2	5	-	-



PT#1 INSTALL NEW TRANSFORMER FOR 215 CORROCK. STUB OUT 1-3" SERVICE BEND. INSTALL NEW 1/0AL PRIMARY CABLE FROM F141 TO CK65.

PT#4 INSTALL NEW TRANSFORMER TO REPLACE OH TRANSFORMER AT 117.

PT#5 REMOVE OH TRANSFORMER AND RE-USE 2" RISER FOR SECD TO KEEP OH SERVICE TO 119. TOP POLE.

PT#6 REMOVE EXISTING TRANSFORMER, POLE AND RISERS, CONDUCTORS BY IPCO.

PT#7 REPLACE SECONDARY RISER ON POLE TO KEEP OH SERVICE TO 211. TOP POLE.

- EXISTING POLE
- ⊗ REMOVE POLE
- ▲ NEW POLE RISER
- ⊠ NEW PADMOUNT TRANSFORMER



60° AVIAN CONSTRUCTION

THIS WORK ORDER DOES NOT INCLUDE YOUR UNDERGROUND SERVICE CHARGES. YOUR ACCOUNT WILL BE BILLED SEPARATELY ACCORDING TO THE "UNDERGROUND RESIDENTIAL CONDUIT INSTALLATION REQUIREMENTS" ONCE THE SERVICE WORK HAS BEEN COMPLETED.

JOINT USE ATTENTION REQUIRED!

This work involves Joint Use facilities which may include transfers, new attachments and removals. When work is completed on your portion of the project, please provide name and work order number to one of the following:

Email; JointUseDept@idahopower.com
 Phone; 208-388-2886

Company Contact Information
 Cox Communications (Bellevue, Hailey, Ketchum, Sun Valley)
 Al Kennedy
 (208)471-0028

Job Title: MATTHEWS, JOHN - 215 CORROCK DR/KET RELOC OH PRIMARY TO UG		Feeder Map File Name: KCHM1803		Surveyed or GPS: GPS		FDR By: ----		Designer: CDC0468	
Additional Description: RELOCATE EXISTING OVERHEAD POWER FACILITIES TO UNDERGROUND. INSTALL		Qua 1 TwN 04N Rng 17E Sec 13 BM BM		Joint Use Attachment: YES		Date: ----		Design No: 0000143797	
Additional Description: NEW 1PH PADMOUNT TRANSFORMER FOR HOME RECONSTRUCTION.		State ID County Blaine		Pre-Built Date: 6/17/2020		ArcFM By: ----		Work Order No: 27554771	
				Built as Designed: ----		Date: ----			
				Construction Date: ----					
				Operating Voltage: 7.2kV					



City of Ketchum

August 3, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Right-of-Way Encroachment Agreement 20487 with CenturyLink for placement of telecommunications infrastructure in the City Right-of-Way

Recommendation and Summary

Staff is recommending the Council approve the attached Encroachment Agreement 20487 and adopt the following motion:

"I move to authorize the Mayor to sign Encroachment Agreement 20487 with CenturyLink."

The reasons for the recommendation are as follows:

- The encroachment is necessary to upgrade communication services to 101 Lewis St.
- The encroachment will have no impact on pedestrian or public access.

Introduction and History

CenturyLink would like to install approximately 159 ft of new conduit and an at grade vault within the City's right-of-way on the northwest corner of Lewis St. and Warm Springs Rd.

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 or relocation of the encroachments.

Analysis

Engineering and Streets have reviewed the layout of the proposed telecommunications infrastructure and determined it will not impact public access or maintenance operations.

Financial Impact

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

Attachments:

Encroachment Agreement 20487

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 20487

THIS AGREEMENT, made and entered into this ____ day of ____, 2020, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and _____, representing CenturyLink, (collectively referred to as "Owner"), whose address is 216 S Park Ave. W, Twin Falls, ID 83301.

RECITALS

WHEREAS, Owner wishes to permit placement of telecommunications improvements in the right-of-way on Warm Springs Road and Lewis St.. 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 telecommunications infrastructure identified in Exhibit "A" within the public right-of-way of Warm Springs Road and Lewis St., 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.
3. Owner shall be responsible for restoring the sidewalk, curb and gutter and landscaping that is altered due to the construction and installation 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.

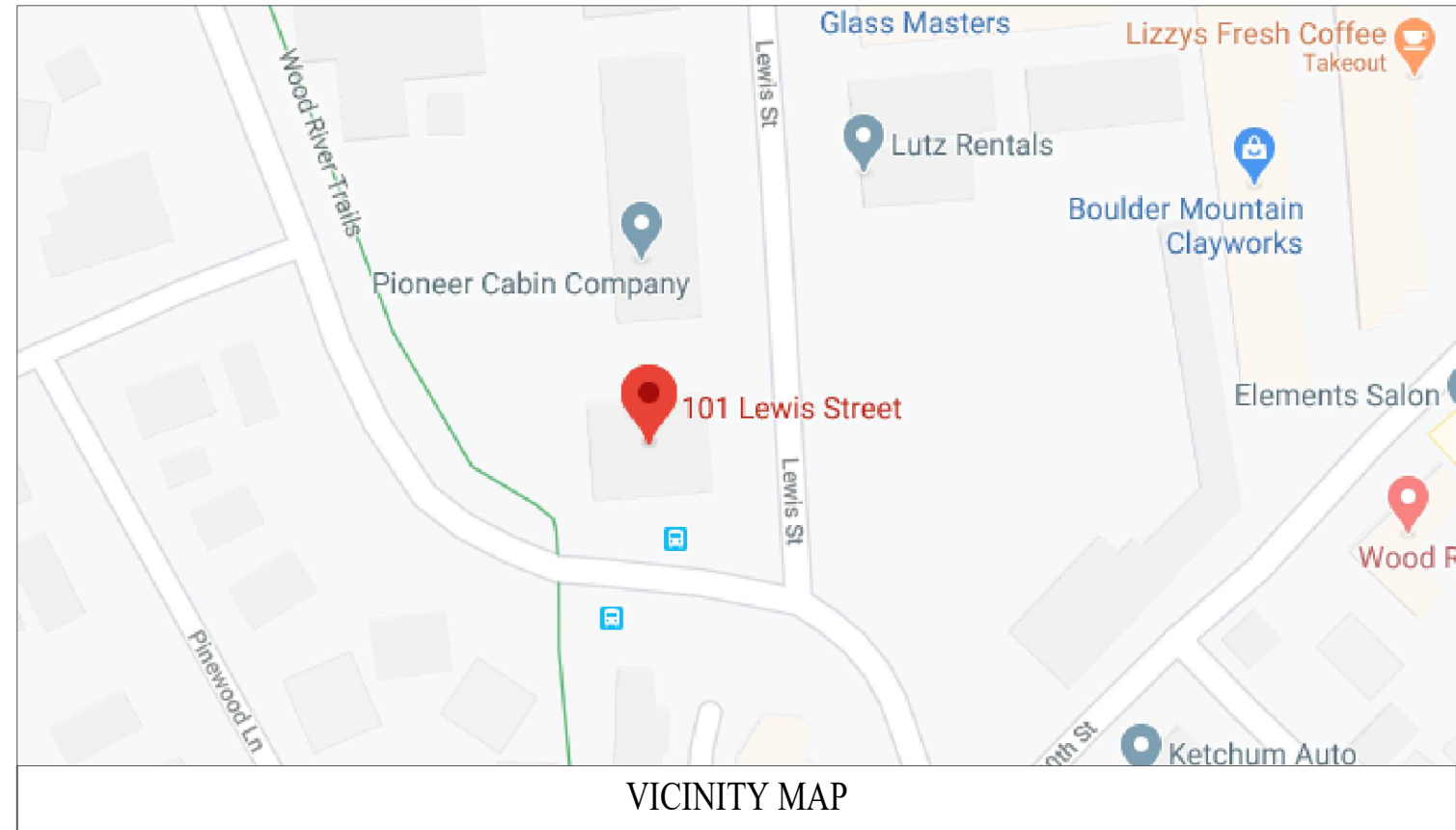
11. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.

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:

1. CALL UTILITY LOCATE AT 811 72 HOURS PRIOR TO TRENCHING OR DIGGING.
2. THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY FIELD INSPECTION AND A SEARCH OF THE AVAILABLE CITY OR COUNTY RECORDS. SINCE THE ACTUAL LOCATION AND NATURE OF THE UNDERGROUND FACILITIES MAY BE SOMEWHAT DIFFERENT FROM THAT SHOWN, THE CONTRACTOR IS REQUIRED TO VERIFY PRIOR TO EXCAVATION.
3. FOR UNDERGROUND ACTIVITY: TEST AND VENTILATE MANHOLE/UTILITY VAULT PRIOR TO ENTRY, PLACE WARNING DEVICES AND WORK AREA PROTECTION AS REQUIRED, AND USE EYE AND HEAD SAFETY PROTECTION PER FEDERAL, STATE, AND LOCAL REGULATIONS.
4. ALL EXCAVATION, TRENCHING, AND SHORING IS TO ADHERE TO THE CODE OF FEDERAL REGULATIONS (CFR) 1926.650 SUBPART P.
 - a. PROVIDE ALL PITS WITH 1'x1' SLOPE AT ONE END OF EXCAVATION FOR TECHNICIAN INGRESS/EGRESS.
 - b. EXCAVATED SPOILS ARE TO BE NO LESS THAN 24" FROM EDGE OF PIT OR TRENCH.
 - c. BARRICADE ALL OPEN PITS AND TRENCHING FOR PUBLIC SAFETY. ALL BARRICADES MUST BE EQUIPPED WITH FLASHING LIGHTS FOR NIGHT VISIBILITY.
 - d. FOR PITS GREATER THAN 4' IN DEPTH, USE APPROPRIATE SHORING FOR WALL STABILITY.
5. 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).
6. ALL ASPHALT/CONCRETE AND LANDSCAPING REMOVED, DISTURBED, OR DAMAGED AS A RESULT OF CONSTRUCTION SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER.
7. NORMAL/GUIDED-BORING METHOD RECOMMENDED WHEN BORING.
8. ADHERE TO AIRTIGHT GUIDELINES UNLESS OTHERWISE NOTED.
9. BOND BURIED/AERIAL FACILITIES AS REQUIRED BY JURISDICTIONAL AGENCY(S).
10. AERIAL FACILITIES ARE TO BE TESTED PRIOR TO BEGINNING WORK PER STATE AND LOCAL REGULATIONS.
11. 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.
12. 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.
13. THE FOLLOWING FOOTAGES ARE ESTIMATES. FOOTAGES TO BE VERIFIED PRIOR TO CONSTRUCTION.



ESTIMATED TOTALS

TOTAL EXISTING CONDUIT USED:	0 L.F.	CUSTOMER NAME: LCON: PHONE NO:	SERVICE ORDER #: DSR ID #:
TOTAL NEW BORE:	0 L.F.		
TOTAL NEW DIRT TRENCH:	0 L.F.	SCOPE OF WORK: FROM MH 2707 PLACE NEW 144 FIBER FROM MH 2707 IN OCCUPIED 4" CON APPROX. 294', INTERCEPT 4" CONDUIT AND CONTINUE TRENCHING FIBER 45' FEET TO A NEW 30X48 HH. BORE 1.25" PESTDUCT 101' ACROSS LEWIS ST. FROM NEW HH_3045 TO HH_3146, PULL 144 FIBER THRU NEW PESTDUCT. AT STRAIGHT SPLICE PED, INTERCEPT DUCT & USE ANMW-200 AS PULL STRING IN 1.5" CONDUIT (REMOVING CABLE) TO PULL IN NEW ANMW-25 WITH NEW 12 TRANSITION FIBER 101'. TERMINATE NEW ANMW-25 IN TEA 101.1 LEWIS ST AND REMOVE TEA 101.2 LEWIS ST. TERMINATE NEW 12 TRANSITION FIBER IN NEW 12 PORT RACK MOUNT FDP	
TOTAL NEW S/W TRENCH:	0 L.F.		
TOTAL NEW ASPHALT TRENCH:	0 L.F.		
TOTAL NEW AERIAL:	0 L.F.		
SIDEWALK (PCC) R&R:	0 S.F.		
ASPHALT (AC) R&R:	0 S.F.		

FIBER ENGINEER: TENILLE SORENSON PHONE NO: 208-733-0278 EMAIL: TENILLE.SORENESON@CENTURYLINK.COM	MT LTD ENGINEER: PHONE NO: EMAIL:	TOWN: 4N	RNGE: 17E	SECT: 13
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NOTICE-NOT FOR DISCLOSURE OUTSIDE OF CENTURYLINK AND AFFILIATES EXCEPT UNDER WRITTEN AGREEMENT

101 LEWIS ST KETCHUM, IDAHO 83340	JOB: N.693343 GEO CODE: WC CLLI: KTCHIDMA
DRAFTED BY: MOUNTAIN LTD/GS 05-26-20	SH 1 OF 3



AERIAL LEGEND

ANC	ANCHOR
CA ARM	CABLE ARM
CATV	CABLE TV
DG	DOWN GUY
DGA	DOUBLE GUARD ARM
FGA	FIBER GLASS ARM
F/S	FIELD SIDE
GA	GUARD ARM
HOA	HEIGHT OF ATTACHMENT
M/R	MAKE READY
OHG	OVERHEAD GUY
R/S	ROAD SIDE
SLAN	LIGHT OR POWER COMPANY INVENTORY NUMBER
SWA	SIDEWALK ANCHOR AND GUY
T	TELEPHONE
TERM	TERMINAL
TRANS	TRANSFORMER
TAPE & SHAPE	REQUEST FOR POWER COMPANY TO CLEAN UP SECONDARY POWER CABLES AND/OR TOP OF RISER CABLES SO PROPOSED CABLE CAN BE ATTACHED WITHOUT VIOLATING THE 40" RULE

CABLE ARM ATTACHMENT LOCATION:

TF	TOP FIELD SIDE
TS	TOP STREET SIDE
TIP	TOP INSIDE POSITION
TIS	TOP INSIDE STREET SIDE
TMP	TOP MIDDLE POSITION
TOP	TOP OUTSIDE POSITION
TOS	TOP OUTSIDE STREET SIDE
BF	BOTTOM FIELD SIDE
BS	BOTTOM STREET SIDE
BIP	BOTTOM INSIDE POSITION
BIS	BOTTOM INSIDE STREET SIDE
BMP	BOTTOM MIDDLE POSITION
BOP	BOTTOM OUTSIDE POSITION
BOS	BOTTOM OUTSIDE STREET SIDE

EXISTING EQUIPMENT LEGEND

	CENTERLINE		TELEPHONE BULLET PEDESTAL		ELECTRIC PEDESTAL/CABINET		GAS METER		IRRIGATION METER
	TRAFFIC LANE		TELEPHONE REPEATER		ELECTRIC TRANSFORMER		GAS VALVE		IRRIGATION VALVE
	BIKE/FOG LANE		TELEPHONE PEDESTAL		ELECTRIC METER		TRAFFIC SIGNAL VAULT/HANDHOLE		CULVERT
	RIGHT OF WAY		TELEPHONE VAULT/HANDHOLE		ELECTRIC VAULT/HANDHOLE		TRAFFIC SIGNAL POLE		C/L MONUMENT
	PROPERTY LINE		TELEPHONE CABINET		ELECTRIC MANHOLE		WATER METER		POLE ITEM NO.
	EASEMENT		TELEPHONE MANHOLE		ELECTRIC J-BOX		WATER VALVE		TREES
	CURB & GUTTER		TELEPHONE COOL PED		STREETLIGHT		FIRE HYDRANT		SHRUB
	EDGE OF PAVEMENT		TELEPHONE SAI		CATV BULLET PEDESTAL		WATER MANHOLE		
	RAILROAD		TELEPHONE USAM		CATV PED		STORM DRAIN CATCH BASIN		
	FENCE		TELEPHONE OWNED POLE		CATV VAULT/HANDHOLE		STORM DRAIN INLET		
	TELCO		JOINT USE POLE		SEWER MANHOLE		STORM DRAIN MANHOLE		
	ELECTRIC		TRAFFIC ARROW						
	CATV		TURN ARROWS						
	GAS								
	TRAFFIC SIGNAL								
	WATER								
	SEWER								
	STORM DRAIN								
	IRRIGATION								
	TRENCH/BORE								

PROPOSED EQUIPMENT LEGEND

	PARKWAY TRENCH		2'x2' RECEIVING PIT		SIDEWALK ANCHOR & DOWN GUY
	BORE		4'x4' BORE PIT		ANCHOR & DOWN GUY
	ASPHALT TRENCH		SAI		DOWN GUY
	UNDERGROUND BUILD		COOL PEDESTAL		ASPHALT TRENCH FOOTAGE
	AERIAL BUILD		ELECTRIC PEDESTAL		DIRT OR S/W TRENCH FOOTAGE
	UNDERGROUND BUILD-SLACK		TELCO HANDHOLE		BORE FOOTAGE
	AERIAL BUILD-SLACK SPAN		TELCO PEDESTAL		AERIAL FOOTAGE
	AERIAL STRAND		TELCO CABINET		
			TELCO MANHOLE		

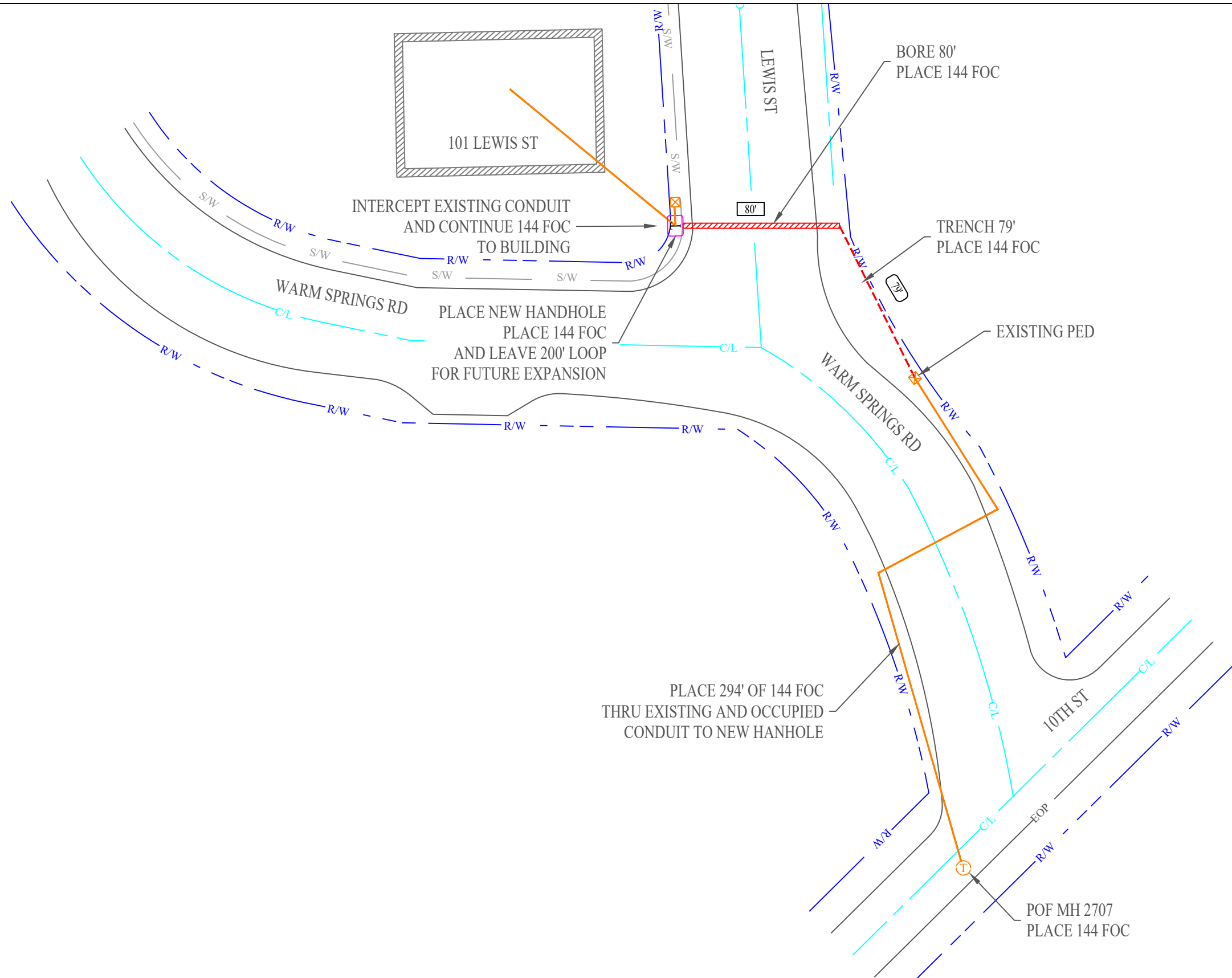
ITEM #	STATION	HT-CL-YR	PROPOSED HOA
	STA	HT-CL-YR	XX'-X"
	POLE NUMBER(S) - CTL/PWR/OTHER		
	POLE#		
	EXISTING ATTACHMENTS		
	MAKE READY		



FIBER ENGINEER: TENILLE SORENSON | MT LTD ENGINEER: [Name] | TOWN: 4N | RANGE: 17E | SECT: 13
 PHONE NO: 208-733-0278 | PHONE NO: [Number] |
 EMAIL: TENILLE.SORENENSON@CENTURYLINK.COM | EMAIL: [Email]

NOTICE-NOT FOR DISCLOSURE OUTSIDE OF CENTURYLINK AND AFFILIATES EXCEPT UNDER WRITTEN AGREEMENT

101 LEWIS ST
 KETCHUM, IDAHO 83340
 DRAFTED BY: MOUNTAIN LTD/GS 05-26-20
 JOB: N.693343
 GEO CODE:
 WC CLLI: KTCHIDMA
 SH 2 OF 3



NOTE:
 THE RIGHT-OF-WAY SHOWN HAS NOT BEEN SURVEYED OR TIED. RIGHT-OF-WAY LOCATION IS ASSUMED WITH REFERENCE TO ONLINE DATA SOURCE MATERIALS. CONTRACTOR TO VERIFY ALL RIGHTS OF WAY AND/OR EASEMENTS PRIOR TO CONSTRUCTION.

NOTE:
 FOR UNDERGROUND ACTIVITY: TEST AND VENTILATE MANHOLE/UTILITY VAULT PRIOR TO ENTRY, PLACE WARNING DEVICES AND WORK AREA PROTECTION AS REQUIRED, AND USE EYE AND HEAD SAFETY PROTECTION PER FEDERAL, STATE, AND LOCAL REGULATIONS.

FIBER ENGINEER: TENILLE SORENSON PHONE NO: 208-733-0278 EMAIL: TENILLE.SORENESON@CENTURYLINK.COM	MT LTD ENGINEER: PHONE NO: EMAIL:	TOWN: 4N	RNGE: 17E	SECT: 13
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NOTICE-NOT FOR DISCLOSURE OUTSIDE OF CENTURYLINK AND AFFILIATES EXCEPT UNDER WRITTEN AGREEMENT

101 LEWIS ST KETCHUM, IDAHO 83340	JOB: N.693343 GEO CODE: WC CLLI: KTCHIDMA
DRAFTED BY: MOUNTAIN LTD/GS 05-26-20	SH 3 OF 3





City of Ketchum

August 3, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Right-of-Way Encroachment Agreement 20495 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 20495 and adopt the following motion:

"I move to authorize the Mayor to sign Encroachment Agreement 20495 with Cox Communications."

The reasons for the recommendation are as follows:

- The encroachment is necessary to provide services at 1 Community School Drive.
- The encroachment will have no impact on pedestrian or public access

Introduction and History

Cox Communications would like to install approximately 270 ft of new fiber and conduit within the City's right-of-way along Spruce Street to service the Community School. A portion of the project is located on Sun Valley Road within Idaho Transportation Department's right-of-way and will require a separate permit from the Idaho Transportation Department for that work.

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

Engineering, Streets, and Water Departments 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 20495

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 20495

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

RECITALS

WHEREAS, Owner wishes to permit placement of telecommunications improvements in the right-of-way on Spruce Street between Sun Valley Road and 4th 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 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 telecommunications infrastructure identified in Exhibit "A" within the public right-of-way on Spruce Street between Sun Valley Road and 4th Street , until notified by Ketchum to remove the infrastructre 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"

COX COMMUNICATIONS

SPRUCE AVE AND SUN VALLEY ROAD BORING PROJECT

SUMMER 2020

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 & CITY OF SUN VALLEY STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPCW AND CITY OF KETCHUM & CITY OF SUN VALLEY STANDARDS ON SITE DURING CONSTRUCTION.
- 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 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 DRY UTILITY FACILITIES IMPACTS (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 D4958. 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.
- ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPCW SECTIONS 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPCW SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPCW SECTION 805. ASPHALT REPLACEMENT SHALL CONFORM TO CITY OF KETCHUM STANDARD DRAWINGS NO. 3.
- 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.
- 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).
- ALL CONCRETE WORK SHALL CONFORM TO ISPCW SECTIONS 701, 703, AND 705. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPCW SECTION 703, TABLE 1. 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.
- 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.
- 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.
- ALL REPAIRS MUST MATCH EXISTING LINES, GRADES, AND DRAINAGE PATTERNS. REPAIR AND REPLACE IN KIND ALL EXISTING FEATURE OR IMPROVEMENTS DAMAGED DURING CONSTRUCTION, INCLUDING LANDSCAPE AND IRRIGATION. ALL REPAIRS SHALL RESULT IN EQUAL OR BETTER QUALITY.
- RESTRICT ALL CONSTRUCTION ACTIVITIES TO WITHIN EXISTING EASEMENTS AND RIGHT-OF-WAY.
- CONTRACTOR SHALL COMPLETE A CONSTRUCTION MANAGEMENT PLAN CONSISTENT WITH CITY OF KETCHUM AND CITY OF SUN VALLEY STANDARDS.

GENERAL NOTES

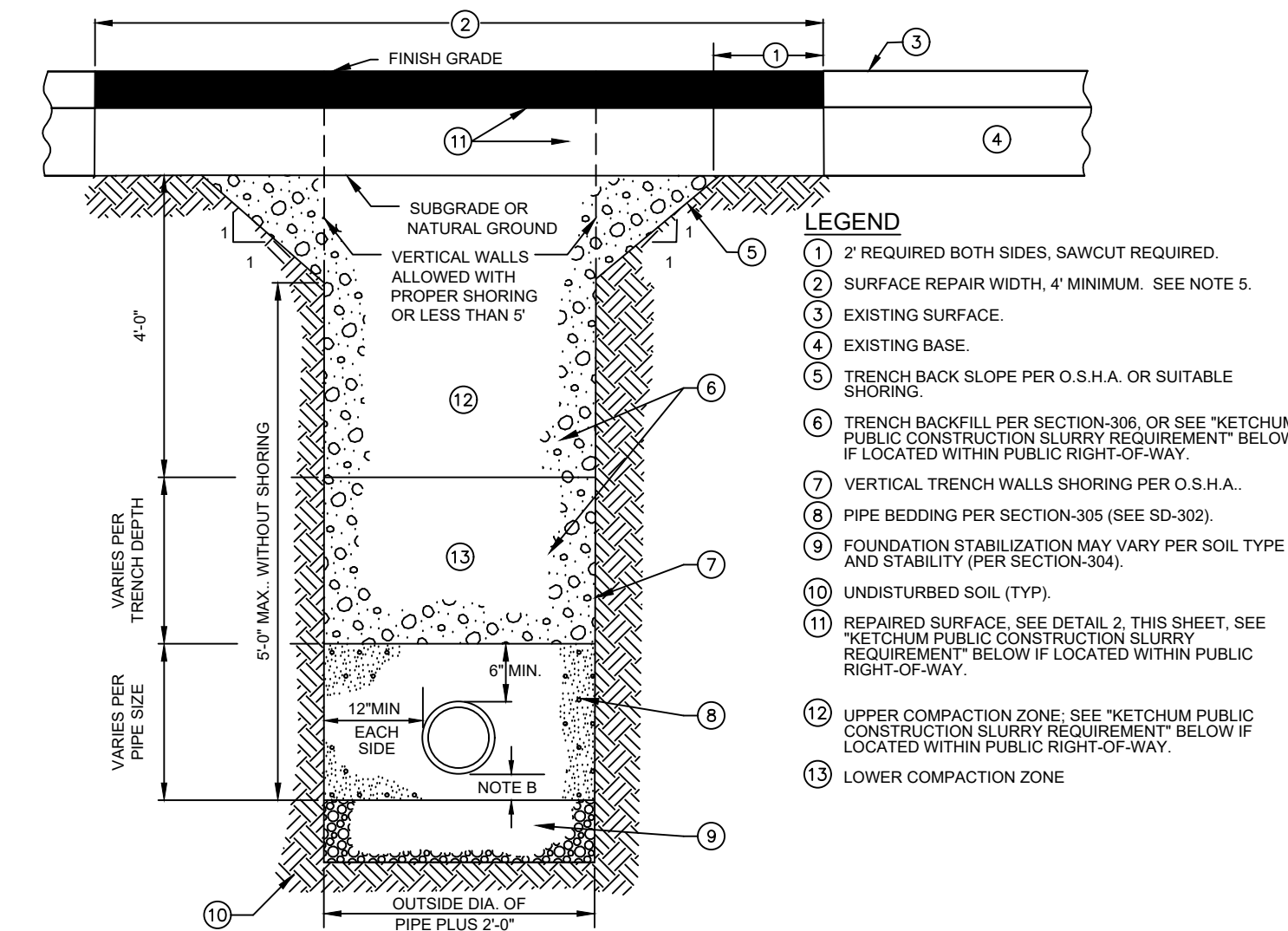
- The purpose of this plan set is to provide repair details for disturbances associated with the proposed extents of the new bored Cox Communications line. The alignment and vault/ped locations shown hereon are per a map by Cox Communications received June 30, 2020. Galena Engineering has not engineered the communications line alignment, vault/pedestal locations, or vault/pedestal details.
- Right-of-way information shown hereon are approximate per Blaine County GIS.
- Sub-surface utility locations are approximate and are based upon City of Ketchum Maps and Idaho Power utility location maps.
- 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.
- Temperatures for paving and patch back must be 40 degrees and rising.
- If there is a material change from approved drawings, provide as-built drawings to city when completed for city records.
- Construction required to meet applicable City of Ketchum's & City of Sun Valley'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.
- Staging location must be coordinated with the City of Ketchum and City of Sun Valley.
- Construction hours are between 7:30 am to 7:00 pm on weekdays and Saturdays, no construction is permitted on Sundays or major Holidays.

CITY OF KETCHUM- 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 lines. Contractor shall confirm separations.

CITY OF KETCHUM- STREET DEPARTMENT NOTES

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



- #### LEGEND
- 2" REQUIRED BOTH SIDES, SAWCUT REQUIRED.
 - SURFACE REPAIR WIDTH, 4" MINIMUM. SEE NOTE 5.
 - EXISTING SURFACE.
 - EXISTING BASE.
 - TRENCH BACK SLOPE PER O.S.H.A. OR SUITABLE SHORING.
 - TRENCH BACKFILL PER SECTION 305, OR SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" BELOW IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
 - PIPE BEDDING PER SECTION 305 (SEE SD-302).
 - FOUNDATION STABILIZATION MAY VARY PER SOIL TYPE AND STABILITY (PER SECTION 304).
 - UNDISTURBED SOIL (TYP.).
 - REPAIRED SURFACE, SEE DETAIL 2, THIS SHEET, SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" BELOW IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
 - UPPER COMPACTION ZONE, SEE "KETCHUM PUBLIC CONSTRUCTION SLURRY REQUIREMENT" BELOW IF LOCATED WITHIN PUBLIC RIGHT-OF-WAY.
 - LOWER COMPACTION ZONE.

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 (3/4" MINUS)	2,600 LBS
SAND	800 LBS
PORTLAND CEMENT	94 LBS
WATER	11 GAL (MAX.)

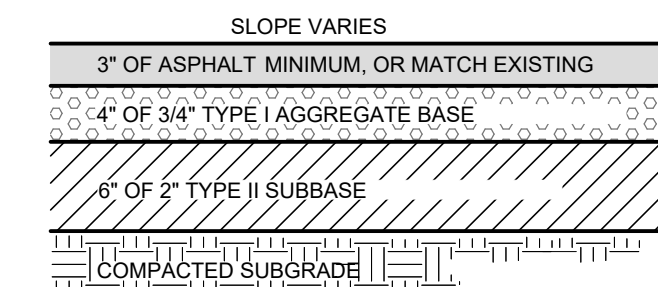
WATER CONTENT IS MAXIMUM AND MAY BE REDUCED DOWNWARD. CARE SHALL BE TAKEN TO ASSURE THAT EXCESS WATER IS NOT PRESENT IN THE MIXING DRUM PRIOR TO CHARGING THE MIXER WITH MATERIALS. THOROUGH MIXING WILL BE REQUIRED PRIOR TO DISCHARGE.

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

NOTES:

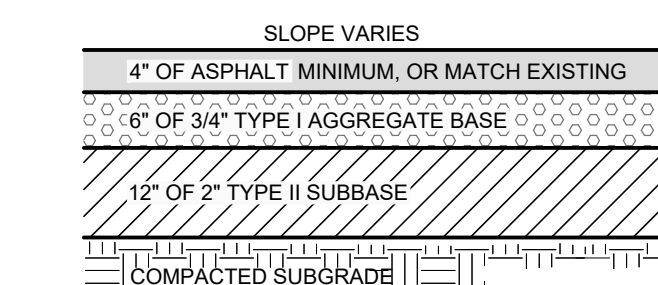
- TRENCH EXCAVATION PER SECTION 301.
- PIPE BEDDING PER SECTION 305.
- BACKFILL AND COMPACTION PER SECTION 305.
- SURFACE REPAIR AND BASE PER DETAIL 3.
- ASPHALT PAVEMENT FOR SURFACE REPAIR SHALL BE IN ACCORDANCE WITH PLANS AND ISPCW SECTIONS 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE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

1
C1.0
CITY OF KETCHUM STANDARD DRAWING NO. 12
APPLICABLE TO CITY OF SUN VALLEY
N.T.S.

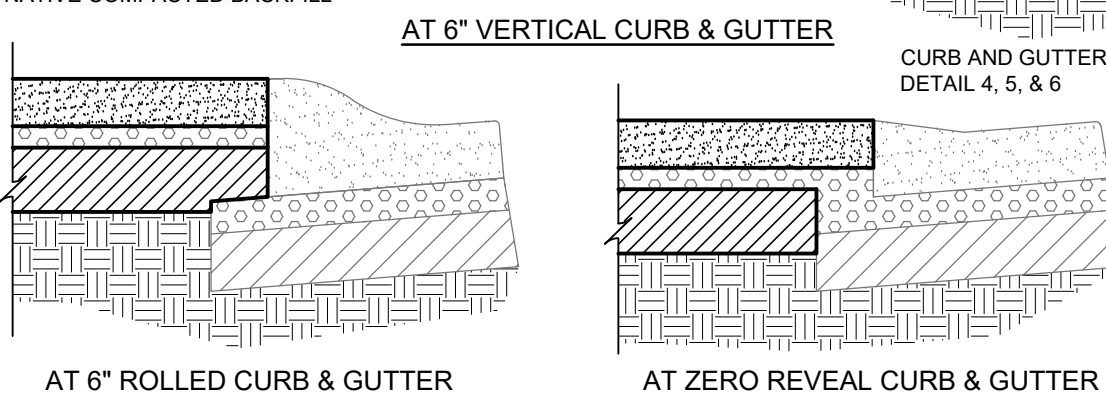
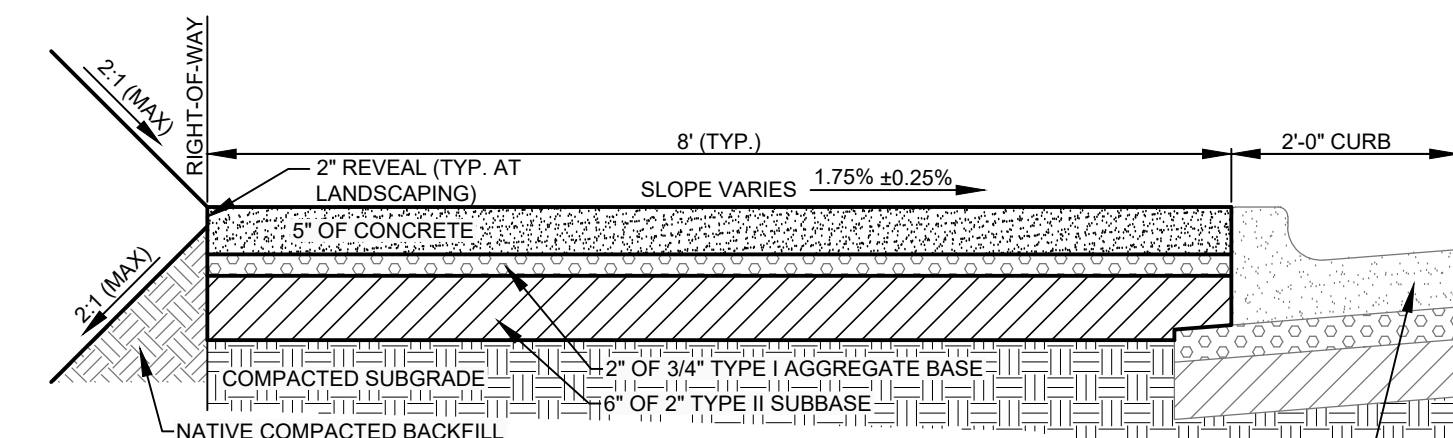


- #### NOTES:
- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
 - MATERIALS SHALL CONFORM WITH CURRENT ISPCW STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.
 - PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.

2
C1.0
TYPICAL STREET ASPHALT SECTION
CITY OF KETCHUM STANDARD DRAWING NO. 3
N.T.S.



3
C1.0
TYPICAL STREET ASPHALT SECTION
CITY OF SUN VALLEY STANDARD
N.T.S.



- #### NOTES:
- INSTALL SCORE JOINTS AT INTERVALS TO MATCH WIDTH OF WALK NOT TO EXCEED 5 FEET SPACING IN BOTH THE LONGITUDINAL AND TRANSVERSE DIRECTION FOR CURVE AND WHERE SIDEWALK IS PLACED BETWEEN TWO PERMANENT FOUNDATIONS OR ADJACENT TO THE STRUCTURE, PLACE 1/2" EXPANSION JOINT MATERIAL ALONG THE BACK OF WALK THE FULL LENGTH.
 - SIDEWALK CONSTRUCTION JOINTS SHALL BE CONSTRUCTED APPROXIMATELY 1/2" WIDE, 3/4" IN DEPTH AND FINISHED AND EDGED SMOOTH. A PREFORMED EXPANSION JOINT FILLER SHALL BE PLACED EVERY 40' FOR NEW SIDEWALK CONSTRUCTION.
 - WHEN TRANSITIONING NEW SIDEWALK TO EXISTING, A MINIMUM 5' TRANSITIONAL PANEL SHALL BE SEPARATED AND ISOLATED WITH EXPANSION MATERIAL.
 - SIDEWALK ALIGNMENT TRANSITIONS SHALL HAVE A MINIMUM RADIUS OF 30' TO THE FACE OF CURB.
 - MATERIALS SHALL CONFORM WITH CURRENT ISPCW STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.

4
C1.0
CONCRETE SIDEWALK WITH CURB AND GUTTER
CITY OF KETCHUM STANDARD DRAWING NO. 7
N.T.S.



VICINITY MAP
SCALE: 1"=500'

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.

COVER SHEET
COX COMMUNICATIONS: SPRUCE AVE / SUN VALLEY RD
LOCATED WITHIN SECTION 18, T. 4 N., R. 18 E., S. 4 M., CITY OF KETCHUM AND CITY OF SUN VALLEY, BLAINE COUNTY, IDAHO
PREPARED FOR COX COMMUNICATIONS

PROJECT INFORMATION
1852-COX_SV Rd and Spruce Ave 07/16/20 12:40:40 PM
ORIGINAL SIGNED BY
SAMANTHA STAHNECKER
DATE ORIGINAL SIGNED:
07/20/2020

DESIGNED BY
FRM
DRAWN BY
SKS
CHECKED BY

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

GALENA
ENGINEERING, INC.
Civil Engineers & Land Surveyors
317 N. River Street
Hailey, Idaho 83433
(208) 768-1705
email: galena@galena-engineering.com

PURPOSE: ISSUE FOR AGENCY REVIEW (7/20/2020)
NO. DATE BY REVISIONS

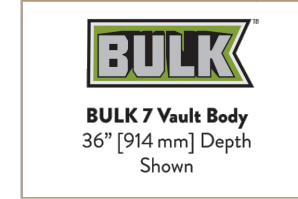
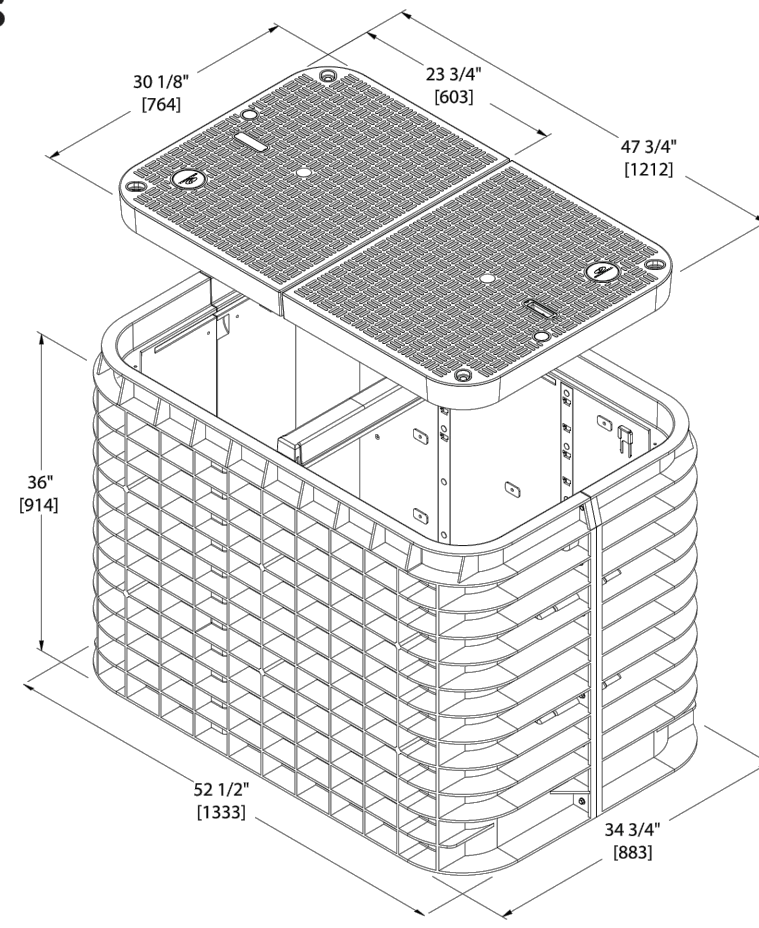
C1.0

BULK 7 Series

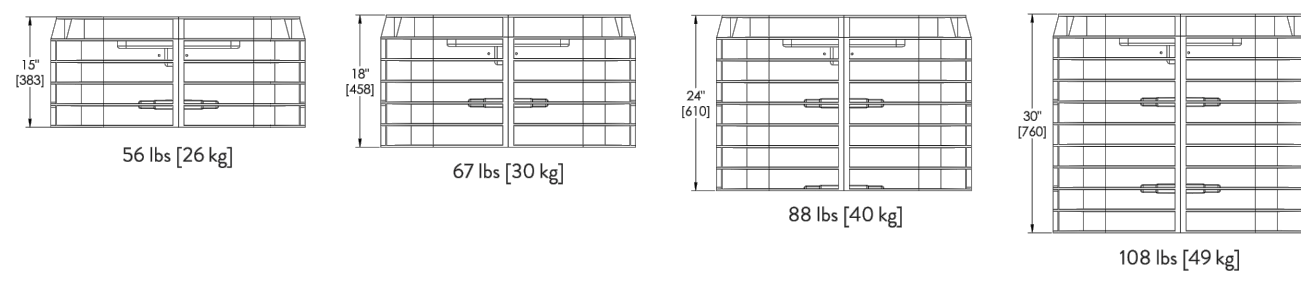
TECHNICAL SPECIFICATIONS

BODY SPECIFICATIONS

Cover Weight (5/16" 1/2 Cover) 50 lbs [23 kg]
 Pit Weight 129 lbs [59 kg]
 Assembled Weight 229 lbs [105 kg]



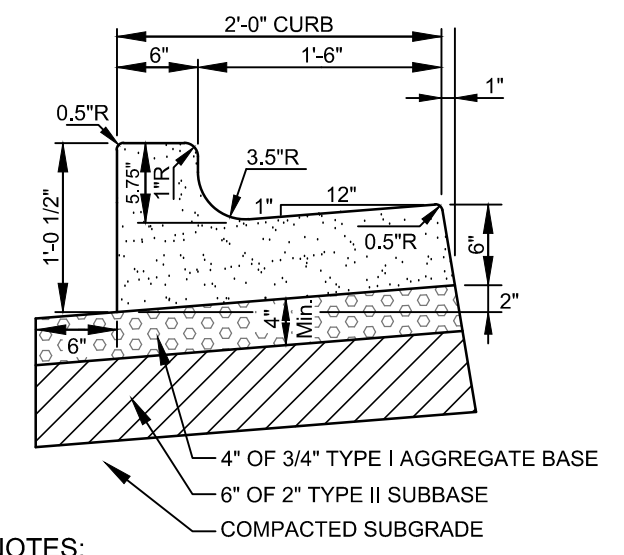
ADDITIONAL BODY DEPTHS



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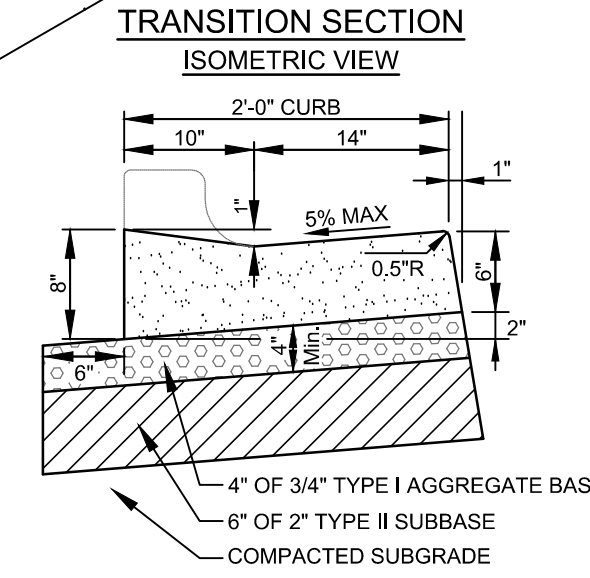
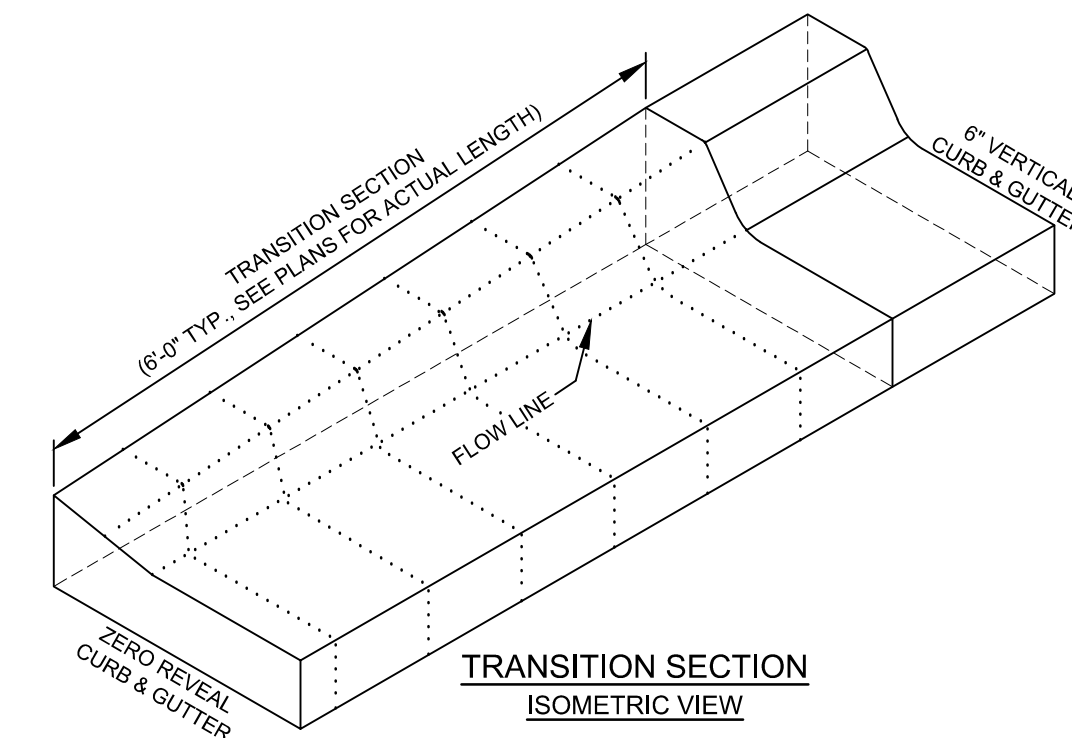
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C1.1

VAULT DETAIL
N.T.S.



- NOTES:
- 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADII.
 - CONTINUOUS PLACEMENT PREFERRED. SCORE INTERVALS TO MATCH SIDEWALK WITH 10-FOOT MAXIMUM SPACING.
 - MATERIALS SHALL CONFORM WITH CURRENT ISPPWC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.

2
C1.1
6" CONCRETE VERTICAL CURB & GUTTER
N.T.S.



3
C1.1
ZERO REVEAL CURB & GUTTER TYPICAL CURB TRANSITION DETAIL
N.T.S.

- NOTES:
- 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS OF RADII.
 - CONTINUOUS PLACEMENT PREFERRED. SCORE INTERVALS TO MATCH SIDEWALK WITH 10-FOOT MAXIMUM SPACING.
 - MATERIALS SHALL CONFORM WITH CURRENT ISPPWC STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.

VAULT AND PEDESTAL DETAILS
 COX COMMUNICATIONS: SPRUCE AVE / SUN VALLEY RD
 LOCATED WITHIN SECTION 18, T.4 N., R.18 E., S.M., CITY OF KETCHUM AND CITY OF SUN VALLEY, BLAINE COUNTY, IDAHO
 PROJECT INFORMATION
 Prepared by: 7/20/2020
 Original Signed By: SAMANTHA STAHLNECKER
 Date Original Signed: 07/20/2020

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

DESIGNED BY
 FRM
 DRAWN BY
 SKS
 CHECKED BY

GALENA
 ENGINEERING, INC.
 Civil Engineers & Land Surveyors
 317 N. River Street
 Hailey, Idaho 83433
 (208) 768-1705
 email: galena@galena-engineering.com

PURPOSE: ISSUE FOR AGENCY REVIEW (7/20/2020)

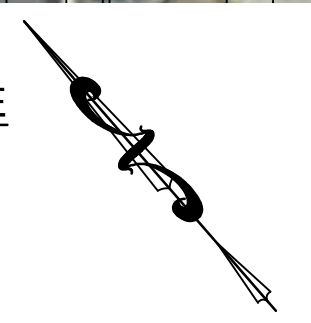
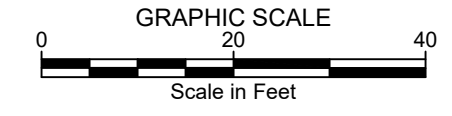
NO.	DATE	BY	REVISIONS

C1.1

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



PLAN VIEW: SPRUCE AVE

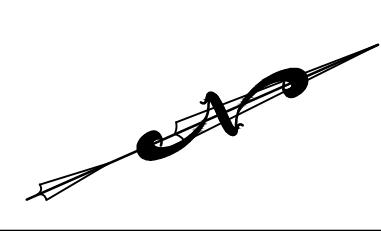
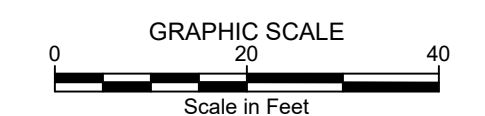


- NOTES**
- SEE SHEET C1.0 FOR ADDITIONAL NOTES.
 - AERIAL IMAGERY SHOWN HEREON PER GOOGLE EARTH. AERIAL IMAGERY MAY NOT SHOW CURRENT CONDITIONS.
 - THE PURPOSE OF THIS PLAN SET IS TO PROVIDE REPAIR DETAILS FOR DISTURBANCES ASSOCIATED WITH PROPOSED EXTENTS OF THE NEW BORED COX COMMUNICATIONS LINE. THE ALIGNMENT AND VAULT/PEDESTAL LOCATIONS SHOWN HEREON ARE PER A MAP BY COX COMMUNICATIONS RECEIVED JUNE 30, 2020. GALENA ENGINEERING HAS NOT ENGINEERED THE COMMUNICATIONS LINE ALIGNMENT, VAULT/PEDESTAL LOCATIONS, OR VAULT/PEDESTAL DETAILS.
 - SUB-SURFACE UTILITY LOCATIONS ARE APPROXIMATE AND ARE BASED UPON CITY OF KETCHUM MAPS AND IDAHO POWER UTILITY LOCATION MAPS.
 - 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.

- LEGEND**
- CITY LIMITS
 - EXISTING UNDERGROUND POWER LINE PER IDAHO POWER
 - EXISTING OVERHEAD POWER LINE PER IDAHO POWER
 - EXISTING POWER POLE
 - EXISTING POWER TRANSFORMER/SWITCH
 - EXISTING POWER SECTER BOX
 - KCW EXISTING WATER MAIN
 - EXISTING FIRE HYDRANT
 - EXISTING WATER VALVE
 - EXISTING SEWER MANHOLE
 - EXISTING SEWER MAIN
 - PROPOSED COMMUNICATIONS LINE (APPROX. BORING LOCATION SHOWN PER COX)
 - PROPOSED COMMUNICATIONS VAULT
 - POTENTIAL DISTURBED AREA; MATCH EXISTING LINES, GRADES, AND DRAINAGE PATTERNS



PLAN VIEW: SUN VALLEY ROAD



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.

PLAN SHEET
COX COMMUNICATIONS: SPRUCE AVE / SUN VALLEY RD
LOCATED WITHIN SECTION 18, T.4 N., R.18 E., S.M., CITY OF KETCHUM AND CITY OF SUN VALLEY, BLAINE COUNTY, IDAHO
PREPARED FOR COX COMMUNICATIONS

ORIGINAL SIGNED BY
SAMANTHA STAHLMEYER
DATE ORIGINAL SIGNED:
07/20/2020

PROFESSIONAL ENGINEER
LICENSED
17618
STATE OF IDAHO
SAMANTHA STAHLMEYER

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

DESIGNED BY
FRM

DRAWN BY
SKS

CHECKED BY

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

PURPOSE: ISSUE FOR AGENCY REVIEW (7/20/2020)

NO.	DATE	BY	REVISIONS



City of Ketchum

August 3, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation To Provide Direction on Mask Protocols

Recommendation and Summary

Staff is requesting Council direction if city employees should be required to wear masks in the workplace and mask protocols for public meetings in the council chamber.

Current Practice

Similar to other office and work-place environments in Ketchum where public access is restricted, City of Ketchum employees do not wear masks in the workplace unless physical distancing cannot be maintained or they are in in close contact with the public. All employees in city facilities follow this protocol. This includes water and wastewater, streets, facilities, recreation, and city hall. It is important all city employees follow the same standard. An office employee working in city hall is no different than an office employee working in another city facility. These protocols were established after input and discussion with department directors and is consistent with Health Order 20-03.

In the council chamber during meetings of the City Council, Planning and Zoning Commission, and KURA, Commissioners and Council are not required to wear a mask because each person in the room is at least six feet apart and the public is not present in the room. Council and Commissioners may participate remotely if they choose. The Mayor is proposing masks be worn by all attendees participating in a public meeting in the council chamber.

Based on Council discussion at the last meeting, staff is seeking direction on the mask protocols Council wants city employees to follow while in the workplace and the protocols for Council, Commissioners, and staff when attending public meetings in the council chamber.



City of Ketchum

August 3, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Direction to staff on Right-of-Way Encroachment Agreement 20494 with Idaho Power for undergrounding power lines in the city right-of-way and associated city funding.

Recommendation and Summary

Staff is seeking direction from Council on encroachments associated with the undergrounding of power lines beginning at 7th St. and extending south of 8th St. in the alley west of Warm Springs Road and if the City approved funding for the project be revised.

In July 2019 the Council reviewed and approved funding for undergrounding all the powerlines and for the infrastructure to be placed on private property (Attachment A). Not all the property owners agreed to participate in the undergrounding therefore not all the power lines will be placed underground. Four new poles and two existing poles are proposed to be installed above grade in city right of way to service the properties that are not participating.

The proposed work in the City's alley right-of-way includes:

- The removal of 2 power distribution poles on the west side of the alley
- The installation of two new 45' tall distribution poles and guy wires to continue supporting the overhead power distribution lines north and south of the project
- The installation of two new 35' tall service poles to provide overhead services to the private residences at 271 and 731 Warm Springs
- The continued use of the existing 35' tall poles providing private service to 791 Warm Springs and 231 Washington Ave.
- The installation of over 815' of new underground conduits within the alley
- The undergrounding of over 330' of power distribution lines

The project as presented to the Council for funding and approved was for underground of all power poles servicing properties in the project area. Staff is seeking Council direction on how to proceed given the four new and two existing above grade power poles that are now proposed as part of this project.

Council has several options:

- Not allow any above grade infrastructure to be placed in the city right of way. All above grade infrastructure should be located on private property or underground. Allow underground infrastructure to be placed in the city right of way.
- Approve the four new poles and two existing poles to be located in the right of way along with the underground infrastructure.

- The city funding was to support the undergrounding of all the properties and location of the infrastructure on private property. Council should consider if the city contribution should be reduced in light of the changes to the project.

There are two motions the Council can consider depending on the direction:

Motion A:

"I move to authorize the Mayor to sign Encroachment Agreement 20494 with Idaho Power and funding as determined at the August 3, 2020 Council meeting. No encroachment for above grade infrastructure shall be permitted in the city right of way.

Motion B:

"I move to authorize the Mayor to sign Encroachment Agreement 20494 with Idaho Power to allow for above grade infrastructure to be located in the city right of way. City funding will remain as agreed to in July 2019.

Background

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 or relocation of the encroachment.

Since 2016, individual can request city funding to assist with the engineering and construction cost associated with undergrounding power lines. The City and KURA have approved funding for a portion of the project relocation costs as outline below.

City Funding: \$30,319

KURA Funding (Max): \$24,000

City has been working to remove power poles from alleys throughout the city. Though the City currently does not maintain this alley there have been inquiries about the City maintaining the alley as properties develop. The addition of poles in the 20' alley right-of-way would further impede maintenance and circulation in the alley.

The City agreed to provide \$30,139 of funding which was 25% of the full costs for undergrounding and require all infrastructure associated with the undergrounding to be located underground and on private property.

Financial Impact

There are no additional financial impacts to the City budget resulting from approval or modification of the encroachment agreement or funding request.

Attachments:

Exhibit A: July 15, 2020 Staff Report

Exhibit B: Encroachment Agreement 20494



City of Ketchum

July 15, 2019

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Direction To Staff on Funding Request for Undergrounding Power Lines

Recommendation and Summary

Staff is seeking direction from Council on a request to fund the construction to underground power lines on the north of 7th Street to just north of 8th Street in the alley between Washington Avenue and Warm Springs Road, (Attachment A).

- In 2016 the City Council established a process and prioritization for contributing city funding assistance for undergrounding power lines. The City Council would consider requests for funding.
- There is currently \$180,000 in city funding available for underground projects.
- In May 2018 the City Council authorized a 25% contribution (approximately \$760) for the engineering study.

Should the Council decide to fund this request, the following motion would apply:

I move to authorize funding up to (Council decides the amount) for construction of undergrounding power lines north of 7th Street to just north of 8th Street in the alley between Washington Avenue and Warm Springs Road and require all infrastructure associated with the undergrounding to be located underground and on private property.

Introduction and History

In May 2016 the City Council identified the available funding and process for city participation in undergrounding power requests. The Council further clarified the funding priorities in December 2016 that are outlined in the undergrounding application (Attachment A). Since 2016, individuals can request city funding to assist with the engineering and construction. Typically, undergrounding projects consist of two parts, the first is an engineering analysis to design and identify project cost, and the second is the construction work.

Analysis

The proposed work spans two zoning districts, Community Core and Light Industrial (Attachment B). The priority areas approved by the City Council in 2016 were identified as:

1. Community Core
2. Tourist
3. All Residential Zones

City guidelines identify a 25% city cost share for the engineering study for projects in the community core, tourist and residential zones. For construction, the city cost share is 25% for projects in the Community Core

and Tourist Zones and 10% for projects in residential zones. The applicant is requesting \$30,139, 25% of the full cost for undergrounding all the utilities. The following outlines the funding request for this application:

Idaho Power Undergrounding Costs:	\$105,546
Cox Communications Costs	\$ 6,053
Century Link Costs	<u>\$ 8,956</u>
Total	\$120,555

At the July 1 meeting the Council reviewed the funding request and additional information was requested. The following provides additional information.

Cost of undergrounding Cox and Century Link infrastructure. According to Idaho Power, both Cox and Century Link rent space on the Idaho Power poles. When there is an undergrounding project, the other utilities are responsible for handling their infrastructure. Costs for undergrounding the other utilities has occurred in different ways. Either the utility pays the cost since it is their equipment and infrastructure, this occurred as part of the undergrounding on 5th Street, or, the utility and requestor negotiate the cost sharing, this occurred with the undergrounding associated with the Trail Creek LLC project. Based on this information, it is a policy decision of the Council whether to provide funding assistance to underground the other utilities.

Proposed Work. The application is for underground the power poles, however, Idaho Power has designed the project to include two new power poles to be installed at the north and sound ends of the alley. This is problematic because this will narrow the alley and impede maintenance and circulation in the alley. The City has been working to remove power poles from alleys throughout the city. The project can be designed to underground these two poles. Staff recommends the City funding be conditioned to require all improvements associated with this project be underground and located on private property.

Financial Impact

There is currently \$180,000 budgeted toward city participation in undergrounding projects. Should this request be approved, there would be no financial impact.



City of Ketchum

OFFICIAL USE ONLY	
Date Received:	
By:	
Approved Date:	
By:	

Application for City Funding for Electric Facility Undergrounding Projects

Submit complete application to City of Ketchum, Administration, P.O. Box 2315, Ketchum, ID 83340 or hand deliver to Ketchum City Hall, 480 East Ave., N., Ketchum.

PROJECT INFORMATION	
Contact Name: Andrew Castellano	Mailing Address: PO Box 1180 Ketchum, ID 83340
Business Name:	Project Location: Alley between Warm Springs Road and Washington Ave, from north side of 7th Street to first telephone pole after 9th St (just north of Cox building)
Phone: (949) 280-1111	
Email: andy@earthshinefoundation.org	Project Zoning District: Commercial Core
<p>Project Description: (Provide a general description of the electric facility underground scope. Applicant may attach as many figures are necessary to describe the project scope.)</p> <p>Idaho power will underground the power lines that run along the alley between Warm Springs Road and Washington Ave, from north side of 7th Street to the first telephone pole after 9th St. Please see aerial photo included which shows the span to be placed underground. Please also see engineering drawing from Idaho Power showing exact design of project.</p> <p>Idaho power will place one new telephone pole on the north side of 7th Ave to take the lines underground. The existing pole just north of the Cox Communications building will be used to come back above ground. Several poles will be removed between 7th and 8th streets.</p> <p>One transformer will need to be placed on private property between 7th and 8th streets.</p> <p>In addition to the power lines, the Cox Communication and Century Link data lines will be placed underground at the same time.</p>	
<p>Funding Request:</p> <p><input type="checkbox"/> Planning</p> <p><input checked="" type="checkbox"/> Construction</p>	<p>Total Project Cost: \$ 120,556.12</p> <p>Requested Amount: \$ 30,139.03 Percent of Total: 25 %</p> <p>Other Funding Sources</p> <p>Amount: \$ Unknown Source: KURA</p> <p>Amount: \$ Balance Source: Property owner's affect by project</p> <p>Amount: \$ _____ Source: _____</p> <p>(attach separate sheet if necessary)</p>

Application for City Funding for Electric Facility Underground Projects

SUPPLEMENTAL QUESTIONS (provide additional sheet if more space is needed)

Is the project beneficial to multiple properties? If so, please explain in detail.

Yes. There are ten properties that back up to these powerlines. The powerlines are unsightly, inhibit views, pose a safety issue, and restrict building envelopes. Undergrounding will improve all ten of these lots, which we believe will spur further investments in the neighborhood by current and future property owners.

In addition, this project will benefit the whole community by removing a big obstacle to investment in the downtown community core area. One of example of this is the project planned at my own property (760 Washington Ave). We designed a building which would house commercial office space, an affordable housing unit, a primary residence and a guest apartment. Unfortunatley, the building can not be constructed as designed, because of building restrictions due to the high votage wires that hang over our lot. Undergrounding the power lines would allow us to go ahead with this planned \$3M investment in the downtown core. Other owners on our street will face the same limitations when they attempt to invest further in their own properties.

Another example is the lot immediatley behind us, which fronts Warm Springs Road. This lot was listed for sale, but recently taken off the market and still sits vacant. I believe that this property would be much more likely to sell (leading to potential development) without the rats nest of power lines obscuring it's view of Bald Mountain.

Will the project improve view corridor for visitor & resident experience? If so, please explain.

Yes. Views of Bald Mountain from Warm Springs Road, 8th St. and Main St/Hwy 75 will be improved for visitors and residents.
Views toward Bald Mountain from lots on Warm Springs Road will be dramatically improved.
Views to the East from lots on Washington Ave will be dramatically improved.
And, the character of the town will be improved for all!

OFFICIAL USE ONLY:

Applicant certifies that he/she has read and examined this application and that all information contained therein is true and correct.

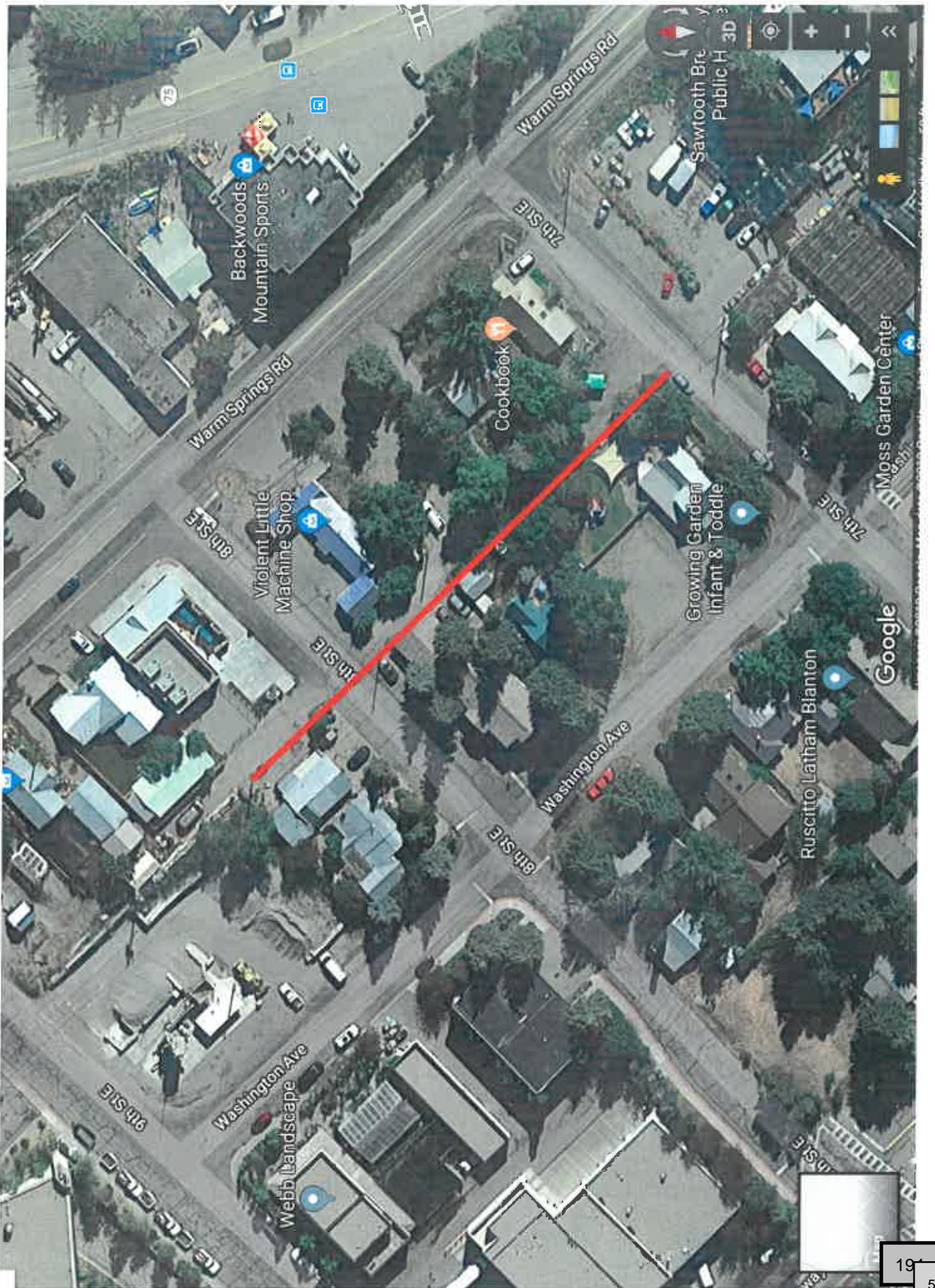

Applicant Signature

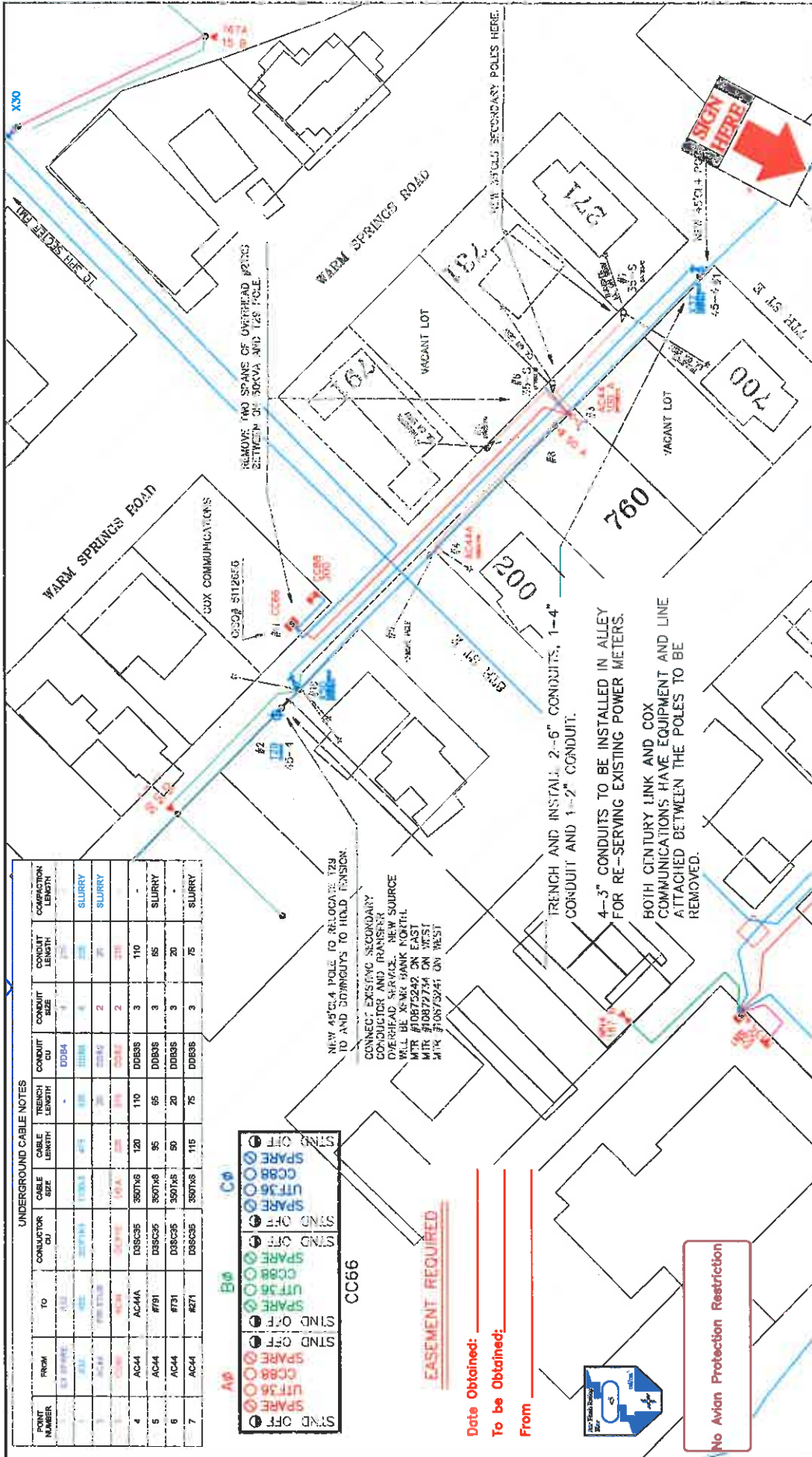
6/17/19
Date

949-280-1111
Phone

andy@earthshinefoundation.org
Email

Requests will be brought to Ketchum City Council for consideration.





UNDERGROUND CABLE NOTES

POINT NUMBER	FROM	TO	CONDUCTOR CU	CABLE LENGTH	TRENCH LENGTH	CONDUIT DIA	CONDUIT LENGTH	CONDUIT SIZE	COMPACTION LENGTH
1	AC44	AC44	3007X8	120	110	3	110	3	110
2	AC44	AC44	3007X8	85	85	3	85	3	85
3	AC44	AC44	3007X8	90	20	3	20	3	20
4	AC44	AC44	3007X8	115	75	3	75	3	75

CC66

STND OFF	SPARE	CC88	UTF36	SPARE	CC88	UTF36	SPARE
STND OFF	SPARE	CC88	UTF36	SPARE	CC88	UTF36	SPARE
STND OFF	SPARE	CC88	UTF36	SPARE	CC88	UTF36	SPARE
STND OFF	SPARE	CC88	UTF36	SPARE	CC88	UTF36	SPARE

EASEMENT REQUIRED

Date Obtained: _____
 To be Obtained: _____
 From: _____



No Avian Protection Restriction

Job Title: **CASTELLANO RESIDENCE-760 N WASHINGTON AVE/KETCOH TO UG RELC**
 Additional Description: **RELOCATE EXISTING OVERHEAD DISTRIBUTION FACILITIES TO UNDERGROUND DISTRIBUTION FACILITIES.**

Client: **CD00468**
 Project No: **0000133452**
 Meter Station No: **27513684**

Scale: **1" = 50'**

Sheet: **1** of **1**



CUSTOMER COST QUOTE IDAHO

Customer or Project Name: CASTELLANO RESIDENCE-760 N WASHINGTON, KET; OH TO URD RELOCATION

Construction Costs

Net Line Installation Cost	\$210
Unusual Conditions	
Unusual Conditions	\$33,767
Unusual Conditions Bank Letter of Credit (Only for over \$10,000)	\$0
<hr/>	
Net Unusual Conditions	\$33,767
Net Terminal Facilities Cost	\$3,392
<hr/>	
Total Construction Costs	\$37,369
<hr/>	
Other Costs/Credits	
Prepaid Fees (Engineering, Permits & Rights of Way)	\$2,812
Other Charges (Engineering, Permits, Services, Relocation)	\$975
Salvage of facilities Relocation or Removal	\$67,202
Miscellaneous Charges/Adjustments	\$0
<hr/>	
Total Other Costs/Credits	\$68,177
<hr/>	
Vested Interest	
Vested Interest Charge	\$0
<hr/>	
Total Customer Payment Due Prior to Construction Scheduling	\$105,546

Notes:

Notice: This Customer Cost Quote shall be binding on both Idaho Power Company ("Idaho Power") and Customer for a period of sixty (60) days from the quoted date indicated below, subject to changes in information provided by Customer or changes in Idaho Power's ability to obtain satisfactory rights-of-way or to comply with governmental regulations, including but not limited to the rules, regulations, and tariffs of the Idaho Public Utilities Commission ("IPUC") and the Public Utility Commission of Oregon ("OPUC"). Customer must make payment of the quoted amount not less than thirty (30) days prior to the start of the construction work set forth in this agreement ("Work"). However, Idaho Power does not represent or warrant that the Work will commence within 30 days of receipt of payment. The start of the Work is subject to Idaho Power's ability to obtain the necessary labor, materials and equipment.

Internal use			Page 1 of 3
Service Request Number	Work Order Number:	Design Number:	Version:
00424593	27513684	0000133452	001

By Initialing below, Customer acknowledges and agrees to the following:

- ✓ **Customer initials** Charges for relocation, transfer or removal of non-Idaho Power equipment attached to Idaho Power facilities are not included in this Customer Cost Quote. It is the Customer's responsibility to coordinate this work with the affected utility. All charges associated with this work are the responsibility of the Customer. For utility contact information, please call 208-388-2886
- ✓ **Customer initials** Charges for installation of underground electrical service are not included in this Customer Cost Quote and will be billed to the customer on the first month's power bill after service installation has been completed.
- ✓ **Customer initials** The Customer has received the Underground Residential Conduit Installation brochure/packet or will access the packet available online at:
<https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/UGResConduitInstall.pdf>
- ✓ **Customer initials** **Final Grade:** Customer understands that as of the above-named project will be ready for facilities to be installed by Idaho Power. All roadways and cable routes must have all grading and sub grading completed by this date. The project must be properly referenced and have grade stakes installed at all Idaho Power device locations and as might be necessary to establish proper elevations and burial depths for Idaho Power facilities. The Customer will be responsible for the total cost of damage to Idaho Power facilities resulting from any subsequent changes in property, any needed relocation, repair, or lines, lot lines, elevations, grades, excavations, or profiles causing property any needed relocation, repair, or lines, lot lines, elevations, grades, excavations, or profiles causing improper locations or burial depths of above-ground equipment, below-ground equipment, cable, or conduit.
- ✓ **Customer initials** **Unusual Conditions:** As defined in Idaho Power's line installation tariff, Rule H, Unusual Conditions are construction conditions not normally encountered, but which Idaho Power may encounter during construction which impose additional, project-specific costs. These conditions include, but are not limited to: frost, landscape replacement, road compaction, pavement replacement, chip-sealing, rock digging/trenching, boring, nonstandard facilities or construction practices, and other than available voltage requirements. The total cost for all Unusual Conditions, in connection with the work as set forth on this Customer Cost Quote will be based on the actual costs incurred by Idaho Power related to the conditions encountered during performance of the Work. Upon completion of all Work, Idaho Power will refund to Customer any Unusual Conditions amount set forth on this Customer Cost Quote sheet but, not incurred by Idaho Power.

Prior to commencement of the work, Customer shall identify for Idaho Power the location of all underground pipes, lines, and other facilities (collectively, the "Underground Lines") that may be on Customer's property where Idaho Power is working. Customer agrees to be responsible for identification and location of all Underground Lines and shall indemnify, defend, reimburse and hold harmless Idaho Power and its successors and their respective directors, officers, members, employees, representatives and agents for, from, and against any and all claims, liabilities, losses, damages, expenses, suits, actions, proceedings, judgement and costs of any kind (collectively, "Damages"), whether actual or merely alleged and whether directly incurred or from a third party, arising out of or relating to Customer's failure to properly or adequately identify and locate the Underground Lines, except to the extent finally determined by a court of law that such Damages resulted from the gross negligence or willful misconduct of Idaho Power, its agents, subcontractors, employees, officers or directors.

Internal use			Page 2 of 3
Service Request Number	Work Order Number	Design Number	Version:
00424593	27513684	0000133452	00

The Customer acknowledges Idaho Power's Rule C (Service and Limitations), Section 7 (Right of Way) on file with the IPUC or OPUC: "The Customer shall, without cost to Idaho Power, grant Idaho Power a right-of-way for Idaho Power's lines and apparatus across and upon the property owned or controlled by the Customer, necessary or incidental to the supplying of Electric Service and shall permit access thereto by Idaho Power's employees at all reasonable hours." By signing this Customer Cost Quote, Customer grants to Idaho Power a perpetual right-of-way over the Customer's property for the installation, operation, replacement and maintenance of power facilities to provide electrical service to the Customer and any future owners of the Customer's property.

Construction Costs available for refund

(Vested Interest limited to 5 years or 4 additional applicants) \$0
Total Customer Payment Due **\$105,546**
 Total Customer Payment Due Prior to Construction Scheduling

Please sign and return all relevant forms along with the amount stated on the Customer Cost Quote to:

IDAHO POWER COMPANY
 PO Box 3909
 Hailey, ID 83333

Customer Signature _____ Date _____

Idaho Power Representative *Cyneli Bradshaw* Quote Date 4/9/19

Internal use			Page 3 of 3
Service Request Number:	Work Order Number:	Design Number:	Version:
00424593	27513684	0000133452	001

5/28/2019

Andy Castellano
Andy Castellano
Ketchum, Idaho, 83353

Re: CR-6521|760 N Washington St

To Whom It May Concern,

Your set of 100% design stage plans on the above referenced project have been reviewed. Please accept this letter as means for replying to your conflict review request.

Response: Facilities located within project limits - requires relocation. Related CR-6521

Cox Communications, Inc. Facilities: Facilities are located on plans - exact locations not affirmed.

The following is a breakdown of the costs associated:

All payments shall be made to: **COX Communications**

Materials:	\$
Labor:	\$ 4237.64
Design/Engineering:	\$ 1816.13
Total project cost:	\$ 6053.78

Send check to: **COX Communications**
Attn: CSSS (Construction Support)
11811 E. 51st St.
Tulsa, OK 74146

A minimum of 90 day advance notice is required by Cox Communications to relocate their facilities.

Immediately notify Cox Communications Engineering Department of any discrepancies or conflicts determined subsequent to this plan review depending on circumstances of this particular project. If offsite improvement plans are not already submitted, please consider this a request to submit for conflict review. Allow a minimum of 45-days to resolve undetermined conflicts that arise as a result of the construction of this project. All costs to relocate shall be at the expense of the developer/customer. When crossing Cox Communications facilities the contractor shall pothole to determine depth and maintain a minimum of 12 inches of vertical and horizontal separation from the proposed facility. Support and protect all Cox Communications facilities during construction. Cox Communications does not maintain installation records of customer drops that may conflict with this project. Notify Cox Communications Engineering Department of all utility coordination meetings, pre-construction meetings and construction schedules including the anticipated construction start date.

All data contained in this clearance letter was based on information available at the time of its preparation. Cox Communications neither encourages reliance on, nor warrants, the location of underground utilities drawn in the project plans or the accuracy of Cox system prints. Avoid unnecessary damages and call 811 before digging or trenching. Contacting 811 for location of Cox Communications facilities must be completed prior to any construction and failure to do so may result in City, State, and/or Federal violations.

If you have any questions or require additional information, please contact our Corporate Traffic Management center at natlconsttraffictgmtteam@cox.com

Sincerely,

Cox Communications' Construction Engineering Team



Andrew Castellano <andy@earthshinefoundation.org>

Castellano Relocation - 760 Washington Ave, Ketchum

2 messages

Sorenson, Tenille <Tenille.Sorenson@centurylink.com>

Fri, May 17, 2019 at 11:09 AM

To: "andy@earthshinefoundation.org" <andy@earthshinefoundation.org>

Good Morning Andrew~

Cyndi Bradshaw with Idaho Power informed me that you have a project to construct a new home at 760 Washington Ave, in Ketchum. She said that you have requested a quote for the relocation of the existing overhead facilities to be relocated underground. I have worked up the quote for CenturyLink's relocation of facilities to be included in the Idaho Power joint trench design.

Below is the quote to relocate CenturyLink's facilities from the existing overhead to underground. This quote is only valid for 30 days.

Material: \$1,463.66

Labor: \$7,492.68

Total: \$8,956.34

If the charges are agreed upon and you would like CenturyLink to perform the work then an official contract will be sent out from our special construction group for billing. After the contract has been requested, you should receive the contract within 48 hours via the requested email address. The contract will need to be signed and returned with the payment to the address on the cover page included with the contract email. Once engineering has been notified of payment from our BART department, the project will be designed and sent to construction. CenturyLink has 30 days from the date of contract signage, to complete the work, barring delays beyond control, i.e., weather, permits, back ordered material.

No engineering or construction work can be started until all charges are paid. If you would like to proceed please provide the following information.

Billing Customer Information

Attention To:

Customer Name:

Address

City:

State and Zip Code:

Telephone Number:

Cell Phone Number:

Fax Number:

Email Address:

Customer Contact Preference: Email, Fax, or US Mail (This will be how you would like to receive the bill)

In the meantime if you have any questions or concerns please let me know.

Regards,

Tenille Sorenson

CenturyLink Engineer II

216 S Park Ave. W

Twin Falls, ID 83301

Tel: 208.733.0278 | Fax: 208.736.8755

Tenille.Sorenson@CenturyLink.com

This communication is the property of CenturyLink and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

Andrew Castellano <andy@earthshinefoundation.org>
To: "Sorenson, Tenille" <Tenille.Sorenson@centurylink.com>

Fri, May 17, 2019 at 12:45 PM

Thank you very much. I am just waiting for the final quote from Cox before we can proceed.

Best,
Andy

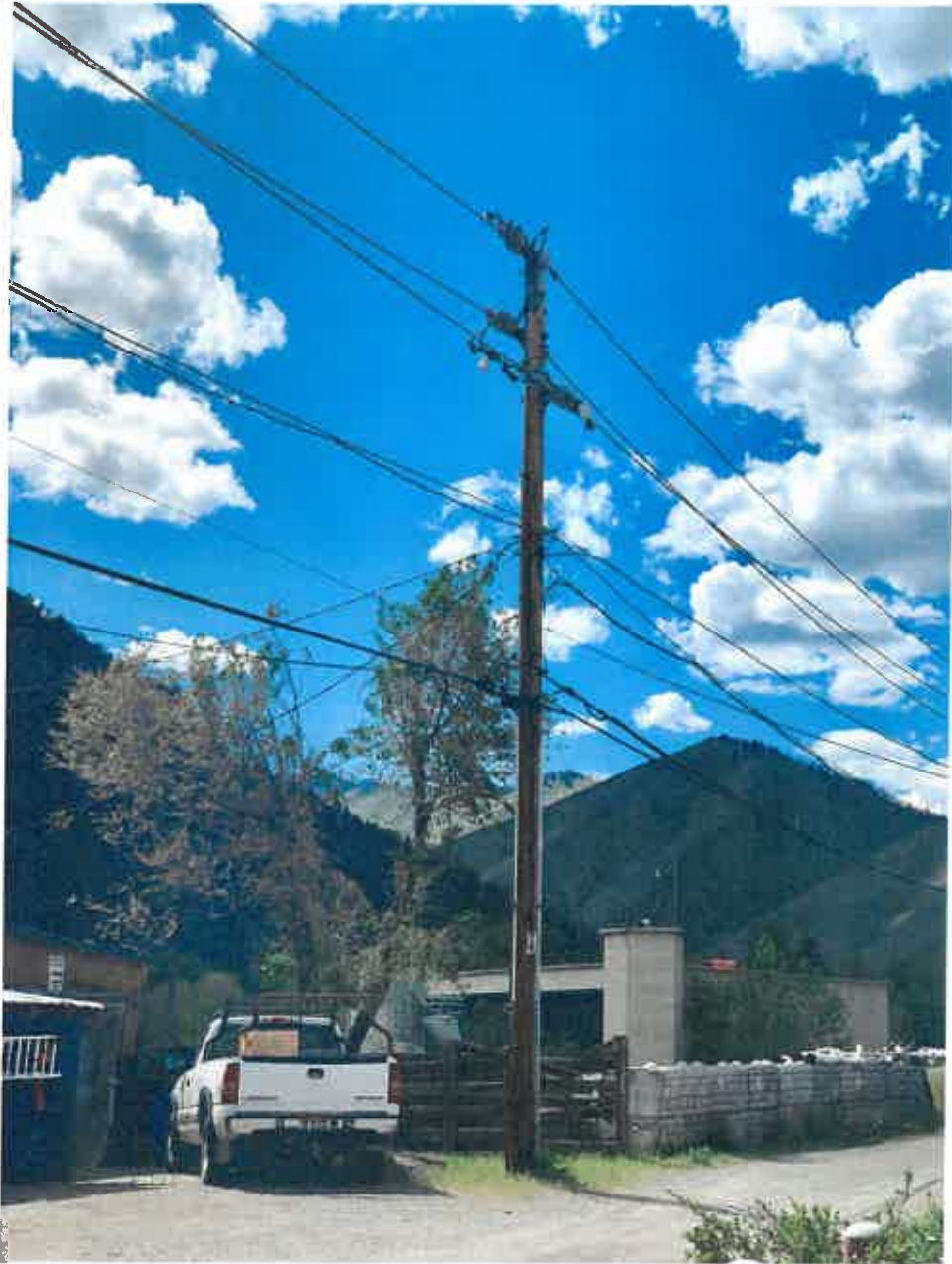
[Quoted text hidden]



VIEW LOOKING SOUTHWEST DOWN 8TH STREET



VIEW LOOKING SOUTHEAST FROM 8TH STREET



VIEW LOOKING WEST FROM 8TH STREET



VIEW FROM LOT AT 760 WASHINGTON AVE



**City of Ketchum
Public Works**

Application for City Funding for Electric Facility Undergrounding Projects Information Sheet

Idaho Power Franchise Fee

In November 2003 Ketchum residents approved an Idaho Power franchise fee increase from one percent to three percent for the purpose of undergrounding overhead electric facilities. This application is for city funding of undergrounding projects initiated by the public.

Funding Available from City

Annual funding from the city will be capped at a maximum of 25% of the annual franchise fee revenues, however city council will have the ability to increase the funding by allocating unused funds rolled over from a previous year.

The maximum amount of city funding that can be allocated to projects depends on the zone in which the project is located. Since undergrounding electric facilities primarily benefits private property owners the maximum amount of city funding for a project is 25%. The remaining amount of funding for the project must come from other sources, such as private funding or through a Local Improvement District (LID) or Business Improvement District (BID) initiated by petition. Table 1 shows the maximum city funding for an electric facility undergrounding project by zone.

Table 1 –Maximum City Undergrounding Funding

Zone	Idaho Power Study/Design		Construction	
	Max City Funding*	Other Funding	Max City Funding*	Other Funding
Community Core & Tourist	25%	75%	25%	75%
Residential	25%	75%	10%	90%

*City contribution would be limited to the percentage listed of the actual costs, or the percentage listed of the estimated cost at the time of annual budgeting, whichever is less. If actual construction costs exceed the estimated construction cost at the time of city budgeting the applicant would be required to cover cost increases through other funding.

Selection Criteria

In order to focus city funding in areas with the most visibility and impact to the public the city will prioritize undergrounding funding as follows:

1. Community Core
2. Tourist
3. All Residential Zones

Projects within each zone would be further prioritized based on the following criteria:

- Beneficial to multiple properties
- Improving view corridor for visitor & resident experience
- City infrastructure needs

Funding Process and Timeline

Applicants complete the attached application and submit the application to the city by February 1st. The application schedule would coincide with the city's annual budgeting schedule so that council can consider undergrounding requests along with other city infrastructure needs. The following graphic shows an annual schedule by which applications will need to be received by the city. Funding for the project(s) would not occur until the start of the following fiscal year and city funds would not be issued until the applicant has secured other funding for the projects.



Questions?

Applicants may contact Robyn Mattison, Public Works Director/City Engineer, for questions regarding this application process.



City of Ketchum
Public Works

OFFICIAL USE ONLY	
Date Received	4/16
By	Grant/Sucomaru
Approved Date	
By	

Application for City Funding for Electric Facility Undergrounding Projects

Submit complete application to City of Ketchum, Public Works Department, P.O. Box 2315, Ketchum, ID 83340 or hand deliver to Ketchum City Hall, 480 East Ave., N., Ketchum. If you have questions, please contact Public Works Director Robyn Mattison at rmattison@ketchumidaho.org or (208) 727-5080.

PROJECT INFORMATION		
Contact Name: <u>Andrew Castellano</u>	Mailing Address:	Project Location:
Business Name:	<u>PO Box 1180</u>	<u>Alley between Washington & Warm Springs from 7th St. to 9th St.</u>
Phone: <u>949-280-1111</u>	<u>Ketchum, ID 83340</u>	
Email: <u>andy @ earthshine foundation. org</u>	Project Zoning District: <u>Commercial Core</u>	
Project Description: (Provide a general description of the electric facility underground scope. Applicant may attach as many figures are necessary to describe the project scope.)		
<p>Power lines to be undergrounded from North side of 7th St to South side of 9th St. Ten or fewer properties to be reconnected to underground service (several may already be underground along 8th St.)</p> <p>Two transformers (pad mount) to be installed on private property on 700 block and two on 800 block.</p>		
Funding Request:		
<input checked="" type="checkbox"/> Planning	Total Project Cost: <u>\$3,034</u>	
<input type="checkbox"/> Construction	Requested Amount: <u>\$758</u>	Percent of Total: <u>25</u> %
	Other Funding Sources	
	Amount: <u>\$Unknown</u>	Source: <u>KVRA (hopefully)</u>
	Amount: <u>\$Balance</u>	Source: <u>Self and any neighbors that want to help</u>
	Amount: <u>\$</u>	Source: <u></u>
	(attach separate sheet if necessary)	

Application for City Funding for Electric Facility Underground Projects

SUPPLEMENTAL QUESTIONS (provide additional sheet if more space is needed)

Is the project beneficial to multiple properties? If so, please explain in detail.

Yes. There are approximately 16 properties that back up to these powerlines. The powerlines are unsightly, inhibit views and restrict building envelopes. Undergrounding will improve every lot on these two blocks, which we believe will spur further investments in the neighborhood by current or future property owners (including us).

Will the project improve view corridor for visitor & resident experience? If so, please explain.

Yes. Views of Bald Mountain from Warm Springs Road, 8th St. and Main St/Hwy 75 will be improved for visitors and residents.
Views from lots on Warm Springs toward Bald Mountain will be dramatically improved. Views to the East from lots on Washington will be dramatically improved.
And, the character of the town will be improved for all!

OFFICIAL USE ONLY:

Applicant certifies that he/she has read and examined this application and that all information contained therein is true and correct.


Applicant Signature

4/10/18
Date

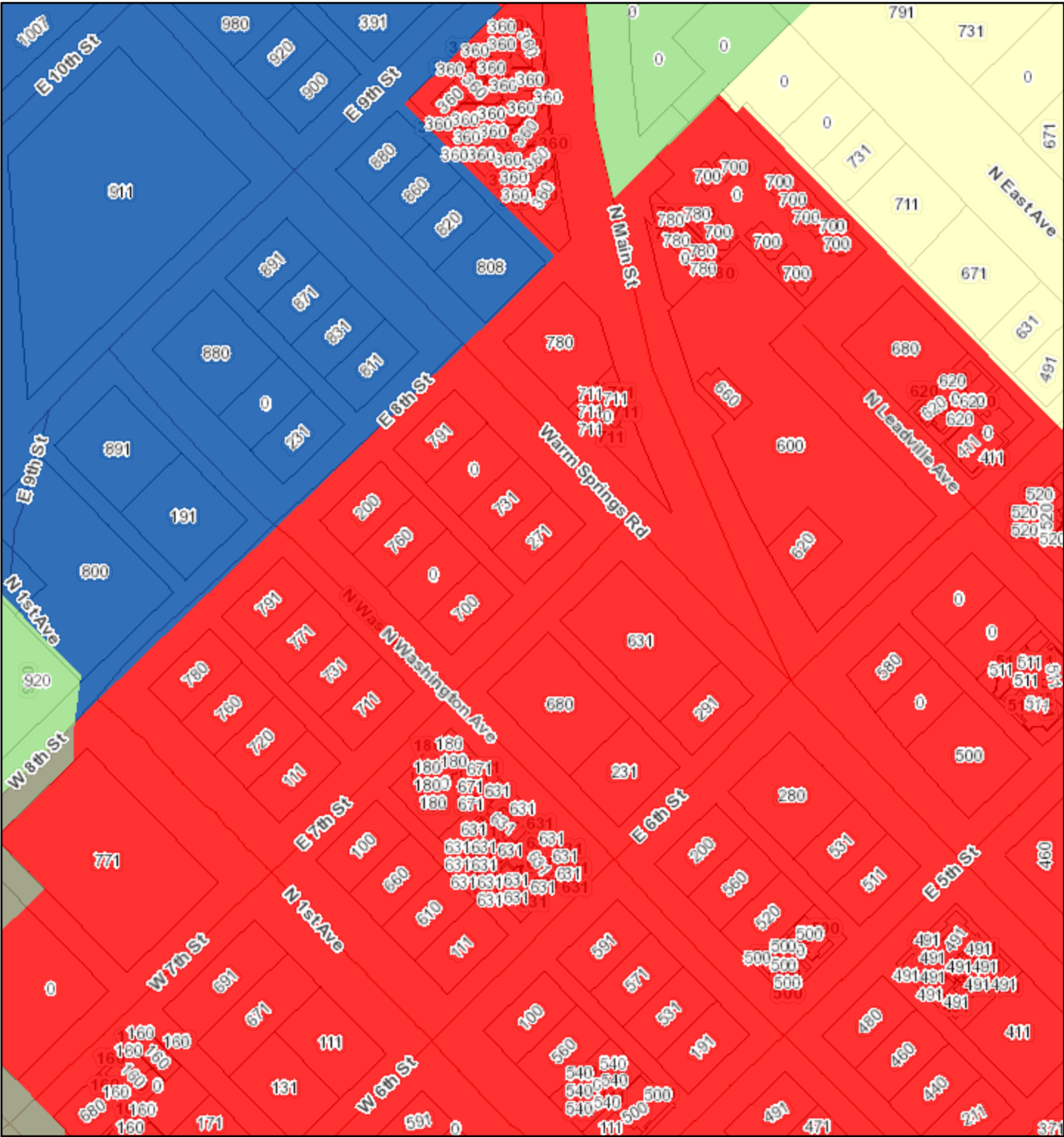
949-280-1111
Phone

andy@earthshinefoundation.org
Email

Requests will be brought to Ketchum City Council for consideration.

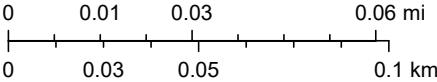


Ketchum Information Map



June 24, 2019

1:1,987



City of Ketchum, Blaine County

Made by: Blaine County

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 20494

THIS AGREEMENT, made and entered into this ____ day of ____, 2020, by and between _____, representing IDAHO POWER COMPANY, (collectively referred to as "Owner"), whose address is 1221 West Idaho St., Boise, ID 83702 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 power poles and underground electrical power lines in the public alley right-of-way between 7th St. and 8th St. west of Warm Springs. 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 power infrastructure identified in Exhibit "A" within the public alley right-of-way between 7th St. and 8th St. west of Warm Springs, 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. Subject to Section 13 below, 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 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.

13. Notwithstanding any other provision of this Agreement, this Agreement shall be subject in all respects to the terms of the Franchise Agreement between Owner and Ketchum set forth in Ketchum Ordinance No. 1092 adopted by Ketchum on May 7, 2012, as such Franchise Agreement may be amended, extended or replaced by a new franchise agreement in

the future (“Franchise Agreement”), and in the event of any conflict or uncertainty between the terms of this Agreement and the Franchise Agreement, the Franchise Agreement shall control.

EXHIBIT "A"

UNDERGROUND CABLE NOTES										
POINT NUMBER	FROM	TO	CONDUCTOR CU	CABLE SIZE	CABLE LENGTH	TRENCH LENGTH	CONDUIT CU	CONDUIT SIZE	CONDUIT LENGTH	COMPACTION LENGTH
1	EX SPARE	X32				-	DDB4	4	215	-
1	X32	X50	DCP1K3	1100-3	415	335	DDB6	6	335	SLURRY
3	AC44	PRI STUB				20	DDB2	2	20	SLURRY
3	CC66	AC44	DCP10	1/0 A	225	210	DDB2	2	210	-
3	AC44	SECD STUB					DDB3S	3	60	
4	AC44	AC44A	D3SC35	350TxS	120	110	DDB3S	3	110	-
5	AC44	#791	D3SC35	350TxS	95	65	DDB3S	3	65	SLURRY
6	AC44	#731	D3SC35	350TxS	50	20	DDB3S	3	20	-
7	AC44	#271	D3SC35	350TxS	115	75	DDB3S	3	75	SLURRY

AØ			BØ			CØ		
STND OFF	SPARE	UTF36	STND OFF	SPARE	UTF36	STND OFF	SPARE	UTF36
STND OFF	CC88	CC88	STND OFF	CC88	CC88	STND OFF	CC88	CC88
STND OFF	SPARE	SPARE	STND OFF	SPARE	SPARE	STND OFF	SPARE	SPARE
STND OFF	SPARE	SPARE	STND OFF	SPARE	SPARE	STND OFF	SPARE	SPARE
STND OFF	SPARE	SPARE	STND OFF	SPARE	SPARE	STND OFF	SPARE	SPARE
STND OFF	SPARE	SPARE	STND OFF	SPARE	SPARE	STND OFF	SPARE	SPARE

CC66

EASEMENT REQUIRED

Date Obtained: _____
 To be Obtained: _____
 From _____



****TRANSFORMER AC44 MAY SHIFT TO SIT ON PROPERTY. WILL DEPEND ON EASEMENT. EASEMENT MUST BE COMPLETE PRIOR TO CONSTRUCTION SCHEDULING.****

No Avian Protection Restriction

NEW 45'CL4 POLE TO RELOCATE T29 TO AND DOWNGUYS TO HOLD TENSION.

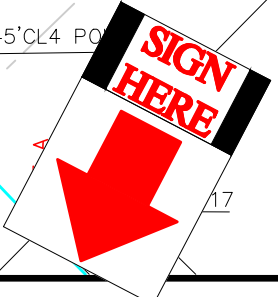
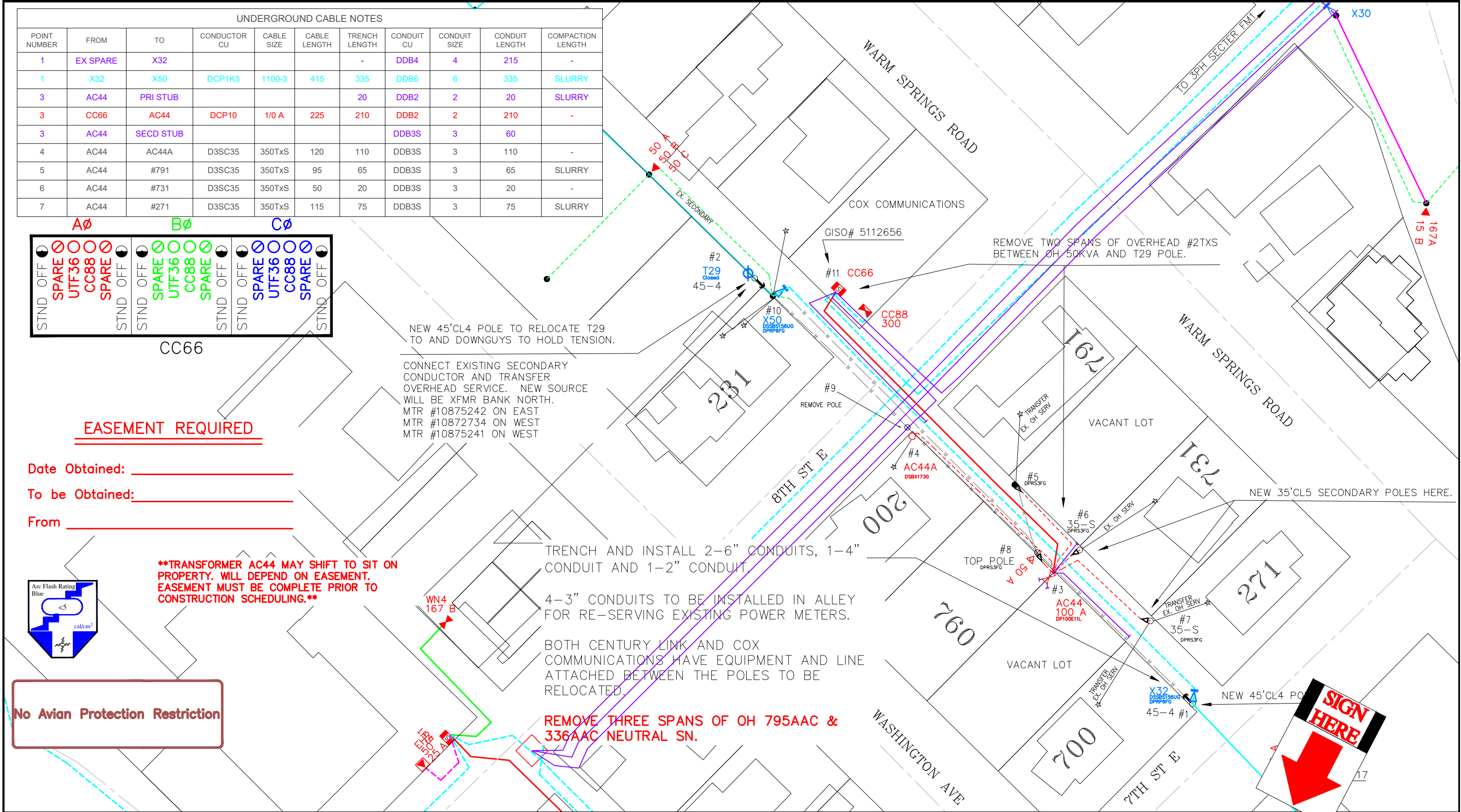
CONNECT EXISTING SECONDARY CONDUCTOR AND TRANSFER OVERHEAD SERVICE. NEW SOURCE WILL BE XFMR BANK NORTH. MTR #10875242 ON EAST MTR #10872734 ON WEST MTR #10875241 ON WEST

TRENCH AND INSTALL 2-6" CONDUITS, 1-4" CONDUIT AND 1-2" CONDUIT.

4-3" CONDUITS TO BE INSTALLED IN ALLEY FOR RE-SERVING EXISTING POWER METERS.

BOTH CENTURY LINK AND COX COMMUNICATIONS HAVE EQUIPMENT AND LINE ATTACHED BETWEEN THE POLES TO BE RELOCATED.

REMOVE THREE SPANS OF OH 795AAC & 336AAC NEUTRAL SN.



Job Title: CASTELLANO RESIDENCE-760 N WASHINGTON AVE/KETCOH TO UG RELC	Feeder Map File Name: KCHM1401	Surveyed or GPS: GPS	Customer:	Date:
Additional Description: RELOCATE EXISTING OVERHEAD DISTRIBUTION FACILITIES TO UNDERGROUND	Qua: 1 Twn: 04N Rng: 17E Sec: 13 BM: BM	Joint Use Attachment: YES	FDR By: ----	Designer: CDC0468
Additional Description: DISTRIBUTION FACILITIES.	State: ID County: Blaine	Pre-Built Date: ----	Date: ----	Design No: 0000133452
		Built as Designed: ----	ArcFM By: ----	Work Order No: 27549457
		Construction Date: ----	Date: ----	
		Operating Voltage: 12.5 kV		



City of Ketchum

August 3, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Adopt Resolution No. 20-019 Approving the Proposed Budget for FY 2020-21

Recommendation and Summary

Staff is respectfully recommending that the Ketchum City Council approve a proposed budget for the Fiscal Year beginning October 1, 2020, and ending September 30, 2021, containing the proposed revenues and expenditures necessary for all purposes for said fiscal year to be raised and appropriated within said City and providing for publication of Notice of Public Hearing and for Public Hearing thereon using the following motion:

“I MOVE TO ADOPT RESOLUTION NO. 20-019, APPROVING THE PROPOSED BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021, CONTAINING THE PROPOSED EXPENDITURES AND REVENUES NECESSARY FOR ALL PURPOSES FOR SAID FISCAL YEAR TO BE RAISED AND APPROPRIATED WITHIN SAID CITY AND PROVIDING FOR PUBLICATION OF NOTICE OF PUBLIC HEARING AND FOR PUBLIC HEARING THEREON.”

The reasons for the recommendation are as follows:

- State statute establishes requirements for approving a budget.

Introduction and History

Per Idaho Code 50-1002, the Council must approve the proposed budget for Fiscal Year Beginning October 1, 2020, and ending September 30, 2021, containing the proposed revenues and expenditures necessary for all purposes for said fiscal year to be raised and appropriated within said City and providing for publication of Notice of Public Hearing and for Public Hearing thereon.

Analysis

The public hearing will be held at 4:00 p.m. on August 3 and 17, 2019, in the City Hall, 480 East Avenue North, Ketchum, Idaho.

Financial Impact

The Fiscal Year 2020-21 City Budget provides budget authority for the services and projects the City anticipates providing during the new fiscal year.

Attachments

- Attachment A: Resolution No. 20-019

RESOLUTION NUMBER 20-019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO APPROVING THE PROPOSED BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, AND ENDING SEPTEMBER 30, 2021, CONTAINING THE PROPOSED EXPENDITURES AND REVENUES NECESSARY FOR ALL PURPOSES FOR SAID FISCAL YEAR TO BE RAISED AND APPROPRIATED WITHIN SAID CITY AND PROVIDING FOR PUBLICATION OF NOTICE OF PUBLIC HEARING AND FOR PUBLIC HEARING THEREON.

BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO:

SECTION 1. That the proposed budget, setting forth the proposed, probable and estimated expenditures and revenues to be appropriated, and which are necessary for all purposes, within the City of Ketchum, Idaho, for the fiscal year beginning October 1, 2020, and ending September 30, 2021, is hereby approved and the City Clerk is directed to enter the same into the minutes.

SECTION 2. That public hearing hereon will be held at 4:00 p.m. on August 3, August 17, 2020 and September 8, 2020, in City Hall, 480 East Avenue North, Ketchum, Idaho.

SECTION 3. That the City Clerk is directed to publish said proposed budget for the fiscal year 2020-21 and notice of said public hearing in the Idaho Mountain Express, Ketchum, Idaho on dates specified in Idaho Code.

PASSED BY THE CITY COUNCIL this 3rd day of August 2020.

SIGNED BY THE MAYOR this 3rd day of August 2020.

Neil Bradshaw,
Mayor

ATTEST:

Robin Crotty
City Clerk



City of Ketchum

August 3, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to Hold Public Hearing and
Adopt Ordinance No. 1208
The FY 20-21 Annual Appropriations Ordinance**

Recommendation and Summary

Staff respectfully recommends that the Ketchum City Council conduct the first reading of the Annual Appropriation Ordinance No. 1208, and read by title only:

"I MOVE TO APPROVE THE FIRST READING OF ORDINANCE NO. 1208, AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, APPROPRIATING TO THE VARIOUS BUDGETARY FUNDS, SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL NECESSARY EXPENSES AND LIABILITIES WITHIN EACH FUND FOR THE ENSUING FISCAL YEAR, AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATION IS MADE, AND PROVIDING AN EFFECTIVE DATE."

The reasons for the recommendation are as follows:

- State statute establishes requirements for approving a budget.

Introduction and History

Per Idaho Code 50-1003, the City Council of each city shall, prior to the commencement of each fiscal year, pass an Ordinance to be termed the Annual Appropriation Ordinance.

On August 3, 2020, the Council adopted Resolution No. 20-019 approving the proposed budget for Fiscal Year Beginning October 1, 2020, and ending September 30, 2021, containing the proposed revenues and expenditures necessary for all purposes for said fiscal year to be raised and appropriated within said City and providing for publication of Notice of Public Hearing and for Public Hearing Thereon.

Analysis

The City Council will hold a Public Hearing on August 3 and 17, 2020, at 4:00 p.m. for the purpose of considering and fixing a final budget and making appropriations to each office, department, service, agency, or institution and fund for the next fiscal year (2020-21).

The City Council will consider adopting Ordinance Number 1208, entitled the Annual Appropriation Ordinance for the Fiscal Year beginning October 1, 2020, appropriating to the various funds sums of money deemed necessary to defray all expenses and liabilities within each fund for the ensuing fiscal year, authorizing a levy of sufficient tax upon the taxable property, specifying the objects and purposes for which said appropriation is made, and providing an effective date.

Financial Impact

The Fiscal Year 2020-21 City Budget provides budget authority for the services and projects the City anticipates providing during the new fiscal year. The proposed budget appropriates a total of \$33,622,794 including \$10,317,770 in the General Fund.

Attachments

- Attachment A: Ordinance 1208

ORDINANCE NO. 1208

AN ORDINANCE OF THE CITY OF KETCHUM, IDAHO, ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020, APPROPRIATING TO THE VARIOUS BUDGETARY FUNDS, SUMS OF MONEY DEEMED NECESSARY TO DEFRAY ALL NECESSARY EXPENSES AND LIABILITIES WITHIN EACH FUND FOR THE ENSUING FISCAL YEAR, AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SAID APPROPRIATION IS MADE, AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED by the Mayor and City Council of the City Ketchum, Blaine County, Idaho.

SECTION 1: That the sum of \$33,622,794 be raised and appropriated to defray the necessary expenses and liabilities of the City of Ketchum, Blaine County, Idaho for the fiscal year beginning October 1, 2020.

SECTION 2: That the City Council hereby appropriates each Fund as an independent fiscal and accounting group with a self-balancing set of accounts recording cash and/or other resources together with all related liabilities, obligations, reserves and equities which are segregated for the purpose of carrying on specific activities or attaining certain objectives.

SECTION 3: That the appropriation for the General Fund is made in the following amount to each specific division or function:

Legislative and Executive, Administrative, Legal, Community Planning and Development, Law Enforcement, Building Code, and Non-Departmental.

Total General Fund	10,317,770
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SECTION 4: That the appropriation for the Water and Wastewater Funds is made in the following amounts to each specific Fund, department or function:

Water Fund	2,390,937
Water Capital Improvement Fund	522,000
Wastewater Fund	2,587,242
Wastewater Capital Improvement Fund	462,000
Total Water and Wastewater Funds	5,962,179

SECTION 5: That the appropriation for all Other Funds is made in the following amounts to each specific Fund, department or function:

General Capital Improvement Fund	563,000
Essential Services Facilities Trust Fund	420,600

Wagon Days Fund	85,650
Street Capital Improvement Fund	232,600
Law Enforcement Capital Improvement Fund	250
Fire & Rescue Capital Improvement Fund	104,330
Fire & Rescue Construction Capital	9,500,000
Parks & Recreation Capital Improvement Fund	0
Parks & Recreation Trust Fund	49,050
Original LOT Fund	1,717,246
Additional 1%-LOT Fund	1,500,000
GO Bond Debt Service Fund	149,835
GO Bond Debt Fire Fund	615,284
Community Housing In-Lieu Fund	2,250,000
Police Trust Fund	5,000
Fire Trust Fund	0
Development Trust Fund	150,000
 Total Other Funds	 17,342,845

SECTION 6: That a general tax levy on all taxable property within the City of Ketchum be levied in an amount allowed by law for the general purposes for said City, for the fiscal year beginning October 1, 2020.

SECTION 7: All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 8: This ordinance shall take effect and be in force upon its passage, approval and publication in one issue of the Idaho Mountain Express, a newspaper of general circulation in the City of Ketchum, and the official newspaper of said City.

PASSED by the City Council and APPROVED by the Mayor of Ketchum this 9th day of September 2020.

ATTEST:

Neil Bradshaw
Mayor

Robin Crotty
City Clerk