

City of Ketchum

August 1, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve the Bluebird Community Housing Project Right-of-Way Encroachment Agreement 22779

Recommendation and Summary

Staff recommends the Ketchum City Council approve the attached Right-of-Way Encroachment Agreement 22779 and adopt the following motion:

"I move to authorize the Mayor to sign Right-of-Way Encroachment Agreement 22779 with 4% Bluebird Housing Partners LLC."

The reasons for the recommendation are as follows:

- The improvements will not impact the use or operation of the street or decrease the number of on-street parking spaces along East Avenue or 5th Street.
- The improvements will not impact drainage or snow removal within the public right-of-way.
- The project complies with all standards for Right-of-Way Encroachment Permit issuance specified in Ketchum Municipal Code §12.12.060.

Introduction and History

The applicant, GMD Development in partnership with the Ketchum Community Development Corporation, is proposing to develop a community housing project with 51 deed-restricted community housing units. The project is located on two City-owned parcels—Lot 3A (City Hall) and the west 75 feet of Lots 7 and 8 (rear parking lot). The development site is located within the Retail Core Subdistrict of the Community Core (CC-1). The community housing project consists of two buildings, Building A on the City Hall parcel and Building B on the parking lot, connected by a skybridge across the Block 45 alley.

The Planning & Zoning Commission unanimously approved the Bluebird Village Community Housing Project Design Review (Application File No. P21-063) during their regular meeting on August 10th, 2021, and adopted the associated Findings of Fact, Conclusions of Law, and Decision during a special meeting on August 24th, 2021. The Ketchum City Council unanimously affirmed the Planning & Zoning Commission's approval of the Bluebird Village Community Housing Project design (Design Review Application File No. P21-063) and approved the development's building height and fourth floor during their regular meeting on October 4th, 2021. The project requires a Right-of-Way Encroachment Permit for the snowmelt system proposed to be installed for the sidewalks along East Avenue and 5th Street, the skybridge connecting the two buildings over the alleyway, the metal canopies overhanging 5 feet into the East Avenue right-of-way, the window shades projecting 6 inches from the west façade along East Avenue, an irrigation line, and building footing foundations that encroach slightly into the East Avenue and 5th Street rights-of-way. The City Council has the authority to review and approval all permanent encroachments within the public right-of-way associated with a development project pursuant to Ketchum Municipal Code §17.96.030.C. The City Council must review and approve the proposed encroachments and an associated ROW Encroachment Agreement prior to issuance of a building permit for the project pursuant to Condition of Approval No. 8 of Design Review P21-063.

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

<u>Analysis</u>

Pursuant to Ketchum Municipal Code §12.12.040.C, a Right-of-Way Encroachment Permit is required for any permanent encroachment of the public right-of-way where a permanent fixture to the ground or a building will occur. The associated Right-of-Way Encroachment Agreement is intended to help protect the City in the event the proposed encroachments were to ever pose an issue requiring repair, relocation, or removal of the encroachment. The standards for issuance of a Right-of-Way Encroachment Permit are specified in Ketchum Municipal Code §12.12.060. The encroachments proposed for the Bluebird project comply with all standards.

The project plans approved with Design Review Application File No. P21-063 proposed concrete sidewalks along East Avenue and 5th Street with snowmelt. Snowmelt was not proposed for the alleyway between the two buildings. During building permit review, city staff determined snow melt for the alley between the two buildings was important to address the Streets Department's safety concerns associated with icy conditions. In order to maintain consistency with the existing paver sidewalks adjacent to the Bluebird project site, the City has also requested that the sidewalks along East Avenue and 5th Street to be surfaced with pavers. The civil drawings attached as Exhibit A to the Right-of-Way Encroachment Agreement provide snowmelt for the entirety of the alley adjacent to the property as well as heated paver sidewalks. The civil drawings for the building permit will be amended to match Right-of-Way Encroachment Agreement Exhibit A once funding has been secured for the alley snowmelt extension and paver sidewalks. These additions to the project result in additional costs to the project. At this time, funding for the improvements has not been identified. However, in the event funding is identified, the city is granting approval for the work to occur.

<u>Sustainability</u>

The ROW Encroachment Permit does not limit the ability of the city to reach the goals of the Ketchum Sustainability Action Plan – 2020. The applicant has provided a letter responding to the City's snowmelt system requirements for commercial projects that is included in Exhibit A of the Right-of-Way Encroachment Agreement. The proposed snowmelt system meets the snowmelt requirements for commercial projects. Financial Impact

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

<u>Attachments</u> ROW Encroachment Agreement 22779

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 22779

THIS AGREEMENT, made and entered into this _____day of ____, 2022, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho 83340 and Greg Dunfield, representing 4% Bluebird Housing Partners LLC and GMD Development, whose address is 520 Pike Street, Seattle, WA 98101, and Charles Friedman, representing 4% Bluebird Housing Partners LLC and Ketchum Community Development Corporation (collectively referred to as "Owner"), whose address is whose address is Post O Box 6452, Ketchum Idaho, 83340.

RECITALS

WHEREAS, Owner wishes to permit the construction, installation, and placement of a hydronic snowmelt system, pavers, metal shades, window shade boxes, an irrigation line, and building foundation footings that are required for the development of the Bluebird Village Community Housing Project within the public rights-of-way on East Avenue, 5th Street, and the Ketchum Townsite Block 45 alleyway. These improvements are shown in Exhibit A attached hereto and incorporated herein (collectively referred to as the "Improvements") and are described in Exhibit B attached hereto.

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 street, alley, sidewalk, 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 contruct, install, maintain, and repair the Improvements identified in Exhibit A within within the public rights-of-way on East Avenue, 5th Street, and the Ketchum Townsite Block 45 alleyway 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. Snowmelt systems installed in the public right-of-way shall be installed and operate at all times during the winter according to the following:
 - The system shall meet the requirements of the International Energy Conservation Code (2018 IECC, 403.12.2)

- The system shall have an electronic main control board to operate the system that is programmable and optimizes the way the system functions.
- Installation of in-ground control sensors linked to the main control board that detect snow and ice on the surface, monitor the the sidewalk or driveway temperature, and automatically activates the system to be turned on or off based on the snow condition and air temperature.

4. Owner shall be responsible for restoring the alley, sidewalk, curb, and gutter and landscaping that is altered due to the construction and installation of the vault, to the satisfaction of the Director of Streets and Facilities.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.

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

13. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate, and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

OWNER:

CITY OF KETCHUM:

By: ID 4% Bluebird KCDC LLC, an Idaho limited liability company its Managing Member

Neil Bradshaw

By: _____

Its: Mayor

By: Ketchum Community Development Corporation an Idaho nonprofit corporation its Sole Member and Manager

By: ______ Name: Charles Friedman Its: Executive Director

By: ID 4% Bluebird GMD LLC, an Idaho limited liability company its Non-Managing Member

By: GMD Development LLC A Washington limited liability company Its Sole Member and Manager

By: _____ Name: Gregory M. Dunfield Its: Manager

STATE OF _____,)) ss. County of .)

On this _____ day of _____, 2022, before me, the undersigned Notary Public in and for said State, personally appeared Charles Friedman, known or identified to me to be the Managing Member of 4% Bluebird KCDC LCC, and the person who executed the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for	
Residing at	
Commission expires	;

STATE OF _____,) ss. County of _____.)

On this _____ day of _____, 2022, before me, the undersigned Notary Public in and for said State, personally appeared Gregory M. Dunfield, known or identified to me to be the Non-Managing Member of 4% Bluebird GMD LLC, and the person who executed the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

 Notary Public for ______

 Residing at ______

 Commission expires ______

STATE OF IDAHO)) ss. County of Blaine)

On this _____ day of ______, 2022, before me, the undersigned Notary Public in and for said State, personally appeared NEIL BRADSHAW, known or identified to me to be the Mayor of the CITY OF KETCHUM, IDAHO, and the person who executed the foregoing instrument on behalf of said municipal corporation and acknowledged to me that said municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year in this certificate first above written.

Notary Public for _____ Residing at _____ Commission expires _____

EXHIBIT A

BLUEBIRD VILLAGE CITY OF KETCHUM, BLAINE COUNTY, IDAHO JULY 2022

CONSTRUCTION NOTES

- I. ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPWC) AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPWC AND CITY OF KETCHUM STANDARDS ON SITE DURING CONSTRUCTION.
- 2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE PLANS IN AN APPROXIMATE WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES PRIOR TO COMMENCING AND DURING THE CONSTRUCTION. THE CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH RESULT FROM HIS FAILURE TO ACCURATELY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. CONTRACTOR SHALL CALL DIGLINE (1-800-342-1585) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.
- 3. CONTRACTOR SHALL COORDINATE RELOCATIONS OF DRY UTILITY FACILITIES (POWER, CABLE, PHONE, TV) WITH THE APPROPRIATE UTILITY FRANCHISE.
- 4. THE CONTRACTOR SHALL CLEAN UP THE SITE AFTER CONSTRUCTION SO THAT IT IS IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION.
- 5. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION (THIS MAY INCLUDE ENCROACHMENT PERMITS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT (CGP) PERMIT COVERAGE).
- 6. ALL CLEARING & GRUBBING SHALL CONFORM TO ISPWC SECTION 201
- 7. ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPWC SECTION 202. SUBGRADE SHALL BE EXCAVATED AND SHAPED TO LINE, GRADE, AND CROSS-SECTION SHOWN ON THE PLANS. THE SUBGRADE SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D-698. THE CONTRACTOR SHALL WATER OR AERATE SUBGRADE AS NECESSARY TO OBTAIN OPTIMUM MOISTURE CONTENT. IN-LIEU OF DENSITY MEASUREMENTS, THE SUBGRADE MAY BE PROOF-ROLLED TO THE APPROVAL OF THE ENGINEER.
- PROOF-ROLLING: AFTER EXCAVATION TO THE SUBGRADE ELEVATION AND PRIOR TO PLACING COURSE GRAVEL, THE CONTRACTOR SHALL PROOF ROLL THE SUBGRADE WITH A 5-TON SMOOTH DRUM ROLLER, LOADED WATER TRUCK, OR LOADED DUMP TRUCK, AS ACCEPTED BY THE ENGINEER. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF UNSUITABLE SUBGRADE MATERIAL AREAS. AND/OR AREAS NOT CAPABLE OF COMPACTION ACCORDING TO THESE SPECIFICATIONS. UNSUITABLE OR DAMAGED SUBGRADE IS WHEN THE SOIL MOVES, PUMPS AND/OR DISPLACES UNDER ANY TYPE OF PRESSURE INCLUDING FOOT TRAFFIC LOADS.
- IF, IN THE OPINION OF THE ENGINEER, THE CONTRACTOR'S OPERATIONS RESULT IN DAMAGE TO, OR PROTECTION OF, THE SUBGRADE. THE CONTRACTOR SHALL, AT HIS OWN EXPENSE. REPAIR THE DAMAGED SUBGRADE BY OVER-EXCAVATION OF UNSUITABLE MATERIAL TO FIRM SUBSOIL, LINE EXCAVATION WITH GEOTEXTILE FABRIC, AND BACKFILL WITH PIT RUN GRAVEL.
- 8. ALL 2" MINUS GRAVEL SHALL CONFORM TO ISPWC 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 801 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 90% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99.
- 9. ALL 3/4" MINUS CRUSHED GRAVEL SHALL CONFORM TO ISPWC 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPWC SECTION 802 AND COMPACTED PER SECTION 202. MINIMUM COMPACTION OF PLACED MATERIAL SHALL BE 95% OF MAXIMUM LABORATORY DENSITY AS DETERMINED BY AASHTO T-99 OR ITD T-91.
- 10. ALL ASPHALTIC CONCRETE PAVEMENT WORK SHALL CONFORM TO ISPWC SECTION(S) 805, 810, AND 811 FOR CLASS II PAVEMENT. ASPHALT AGGREGATE SHALL BE 1/2" (13MM) NOMINAL SIZE CONFORMING TO TABLE 803B IN ISPWC SECTION 803. ASPHALT BINDER SHALL BE PG 58-28 CONFORMING TO TABLE A-1 IN ISPWC SECTION 805.
- 11. ASPHALT SAWCUTS SHALL BE AS INDICATED ON THE DRAWINGS. OR 24" INCHES FROM EDGE OF EXISTING ASPHALT. IF NOT INDICATED OTHERWISE SO AS TO PROVIDE A CLEAN PAVEMENT EDGE FOR MATCHING. NO WHEEL CUTTING SHALL BE ALLOWED.
- 12. TRAFFIC CONTROL SHALL BE PER THE TRAFFIC CONTROL PLAN. CONTRACTOR WILL NEED TO MAINTAIN ACCESS TO ALL PRIVATE PROPERTIES. UNLESS OTHERWISE COORDINATE WITH THE PROPERTY OWNER THROUGH THE CITY ENGINEER.
- 13. ALL CONCRETE WORK SHALL CONFORM TO ISPWC SECTIONS 701, 703, AND 705. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPWC SECTION 703, TABLE 1. 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.
- 14. ALL TRENCHING SHALL CONFORM TO ISPWC STANDARD DRAWING SD-301. TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99
- 15.PER IDAHO CODE § 55-1613, THE CONTRACTOR SHALL RETAIN AND PROTECT ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS; ALL MONUMENTS, ACCESSORIES TO CORNERS, BENCHMARKS AND POINTS SET IN CONTROL SURVEYS THAT ARE LOST OR DISTURBED BY CONSTRUCTION SHALL BE REESTABLISHED AND RE-MONUMENTED, AT THE EXPENSE OF THE AGENCY OR PERSON CAUSING THEIR LOSS OR DISTURBANCE AT THEIR ORIGINAL LOCATION OR BY SETTING OF A WITNESS CORNER OR REFERENCE POINT OR A REPLACEMENT BENCHMARK OR CONTROL POINT, BY OR UNDER THE DIRECTION OF A PROFESSIONAL LAND SURVEYOR.
- 16. CONSTRUCTION OF WATER MAINS AND ALL OTHER RELATED APPURTENANCES SHALL BE IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC), IDAPA 58.01.08, IDAHO RULES FOR PUBLIC DRINKING WATER SYSTEMS AND THE CITY OF KETCHUM UTILITIES DEPARTMENT STANDARDS.
- 17. CONTRACTOR SHALL PRESSURE TEST, DISINFECT, AND CONDUCT BIOLOGICAL TESTING IN ACCORDANCE WITH THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC), AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, AND THE PRESSURE TESTING, DISINFECTION, AND MICROBIOLOGICAL TESTING PROCEDURES.
- 18. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL BE ANSI/NSF STD. 61 COMPLIANT.
- 19. ALL WATER SUPPLY FIXTURES, FITTINGS, PIPING, AND ALL RELATED APPURTENANCES SHALL COMPLY WITH THE LOW LEAD ACT REQUIRING ALL MATERIALS TO HAVE A LEAD CONTENT EQUAL TO OR LESS THAT 0.25%.
- 20. THE CONTRACTOR SHALL USE ANSI/NSF STANDARD 60 CHEMICALS AND COMPOUNDS DURING INSTALLATION & DISINFECTION OF POTABLE WATER MAIN.
- 21. EXISTING CONDITIONS AND BOUNDARY INFORMATION SHOWN HEREON ARE PER A SURVEY CONDUCTED BY GALENA ENGINEERING. TOPOGRAPHIC INFORMATION IS AS IT EXISTED ON THE DATE THE FIELD SURVEY WAS PERFORMED (05/22/19).
- 22. DOCUMENTATION OF TESTING FOR WORK IN ROW MEETING SECTION 12.04.040 D WILL BE REQUIRED FOR ASPHALT, CONCRETE, AND BASE MATERIALS AND WILL BE NECESSARY FOR C OF O.



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Adjoiner's Lot Line -	
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FD5/8 = Found 5/8" Rebar	
FD1/2 = Found 1/2" Rebar	
CNTRL = Survey Control	
5' Contour Interval	
1' Contour Interval	
Curb & Gutter	
FNC = Fence Line	
Building	
Asphalt	
Boll = Bollard	
SGN = Sign	
GM = Gas Main	
TVB = Cable TV Buried	
TVBOX = Cable TV Riser	
PHB = Buried Telephone Line	
PHBOX = Telephone Riser	
SYR MH = Syringa Manhole	

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P = Power Pole
/AULT = Power Vault
JT = Power Outlet
ewer Main
S = Sewer Service
/H = Sewer Manhole
oof Drain
orm Drain
VELL = Dry Well
etchum City Line (8")
pandoned Ketchum Spring Line (10"
pandoned Ketchum Spring Line (4")
pandoned Water Service
MTR = Water Meter
pandoned Fire Hydrant
V = Water Valve

AP = Angle Point
BEG = Beginning
BS = Bottom of Step
CC = Curb Cut
CL = Centerline
COR = Corner
EOA = Edge of Asphalt
EOC = Edge of Concrete
EOP = Edge of Pavers
FFE = Finished Floor @ Entry
GFF = Garage Finished Floor
IC = Illegible Cap
LIP = Lip of Gutter
LP = Low Point
NC = No Cap
NG = Natural Ground
PC = Point of Curvature
PT = Point of Tangent
TA = Top of Asphalt
TBC = Top Back of Curb
TBRC = Top Back of Rolled Curb
TBVC = Top Back of Vertical Cu
TC = Top of Concrete
TP = Top of Pavers
TS = Top of Step

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ROLLED TO 6" VERTICAL C & G
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HEET INDEX

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DESCRIPTION COVER SHEET DETAIL SHEET DETAIL SHEET SURVEY

GRADING, DRAINAGE, AND UTILITY PLAN



 STORM DRAIN CATCH BASIN APPROXIMATE LIMITS OF DISTURBANCE ROAD PAINT GRADE

DRYWELL

• <u>LIP</u> SPOT ELEVATION STREET LIGHT ____6"₩_____ 6" WATER SERVICE WATER METER WATER MAIN FITTINGS W/ THRUST BLOCKS WATER VALVE

					Hailey, Idaho 83333 PREPARED FOR GMD DEVELOPMENT, LLC	(208) 788-1705 (208)	email galena@galena-engineering.com
NGINEERING, INC. Addiey, Idaho 83333							email galena@galena-engineering.com
ENDUM #1 SET (04/04/22)	REVISIONS	ADDENDUM #1 SET	ADDENDUM #2 SET	CITY SECOND ROUND COMMENTS	RELOCATE STORM STRUCTURES DUE TO STRUCTURAL/FOOTING PLAN	CITY THIRD ROUND COMMENTS	
PURPOSE: ADDE	NO DATE BY	A 04/04/22 SMF	2 05/04/22 SMF	A 06/13/22 SMF	🔬 07/27/22 SMF		
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N.T.S.



SUBBASE CAN BE 2" TYPE II OR $\frac{3}{4}$ " TYPE I CRUSHED AGGREGATE BASE COURSE. 3. PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, 4. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS 5. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS 10-FEET MAXIMUM SPACING

6" CONCRETE ROLLED CURB & GUTTER

- SIDEWALI

VARIES

CONCRET





N.T.S.





← 6" OF 3/4" MINUS CRUSHED GRAVEL - SUBBASE - COMPACTED TO 95% MAX. DENSITY

1. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT

2. CONTINUOUS PLACEMENT PREFERRED. SCORE AT INTERVALS TO MATCH

3. 1/2" TRANSVERSE PREFORMED BITUMINOUS JOINTS AT THE TERMINUS POINTS FOR CURVE AND WHERE SIDEWALK IS PLACED BETWEEN TWO

THICKENED SIDEWALK EDGE









M Typical Sleeving Detail

-COMPRESSION RING

(PROVIDED)

MUSGROVE ENGINEERING, P.A.

Bill A. Carter, P.E. – Principal Todd D. Nelson, P.E. – Principal Kurt E. Lechtenberg, P.E. – Principal Jason A. Rice, P.E. – Principal Thad S. Mason, P.E. – Principal Matthew N. Bradley, P.E. - Principal July 27, 2022

Bluebird Village - GMD Development LLC

City Review Comments:

The following Narrative for the Snow Melt System and requirements:

Snow Melt System:

- 1. Please provide a narrative response explaining how snowmelt system complies with these snowmelt requirements for commercial project:
 - All sidewalks and alley way will have snow melt per cities requirements.
- 2. Snowmelt systems installed in the public right-of-way shall be installed and operate at all times during the winter according to the following:
 - A snow melt controller is installed along with outside air temperature sensors and snow/ice sensors for each zone.
- 3. The system shall meet the requirements of the International Energy Conservation Code (2018 IECC, 403.12.2)
 - The snow melt system meets the required code.
 - See Sequence of Operation below:

GENERAL:

The Snowmelt System shall consist of snow / ice melt sensors, slab sensors, lead/lag heating water pumps, two control valve at each snow melt manifold, natural gas boiler and snow melt radiant in-slab pipe.

OPERATION:

The Snowmelt System shall be enabled to idle mode whenever the outside air temperature is 40°f (adjustable) or lower and no moisture is detected. In idle mode, the heating water pump and boiler system shall be enabled. The Snowmelt System shall maintain a slab temperature of 40°f (adjustable) in idle mode. The boiler system shall maintain supply temperature of 90°f (adjustable) in idle mode.

When the outside air temperature is above 40°f (adjustable) the Snowmelt System shall stop the heating pumps and boiler system.

When the Snowmelt System detects moisture, and the outside air temperature is below 40° f (adjustable) the Snowmelt System shall start in melting mode. In melting mode, the heating water pump and boiler system shall be enabled. The Snowmelt System shall maintain a slab temperature of 38° f (adjustable) until the moisture sensor does not detect moisture. The boiler system shall maintain a supply temperature of 130° f (adjustable) in melting mode. The Snowmelt System shall return to idle mode when the moisture sensor is not sensing moisture.

If lead heater water pump fails, the lag heater water pump shall start. An alarm shall be sent to the operator's workstation on failure of pump to start.

- 4. The system shall have an electronic main control board to operate the system that is programmable and optimizes the way the system functions.
 - A snow melt controller is installed along with outside air temperature sensors and snow/ice sensors for each zone.
- 5. Installation of in-ground control sensors linked to the main control board that detect snow and ice on the surface, monitor the sidewalk or driveway temperature, and automatically activates the system to be turned on or off based on the snow condition and air temperature.
 - A snow melt controller is installed along with outside air temperature sensors and snow/ice sensors for each zone.
- 6. See attached sheets for more information.

BOISE OFFICE:

234 S. Whisperwood Way Boise, Idaho 83709 208-384-0585

IDAHO FALLS OFFICE:

645 W. 25TH Street Idaho Falls, Idaho 83402 208-523-2862

SNOW MELT ZONE PLAN 1/8" = 1'-0"

KEYED NOTES:(#) SYMBOL USED FOR CALLOUT
1. MANIFOLD LOCATION.

VILL

BLUEBIRD

In the second se

PF-101 POT FEEDER

208.384.0585

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CONDENSING HOT WATER BOILER SCHEDULE											
THERMAL	EWT LWT BOILER FLOW MAX P.D.	CAP	ACITY		DEMARKO						
EFFICIENCY	FUEL	(°F)	(°F)	(GPM)	(FT HQ)	INPUT MBH	OUTPUT MBH	MANUFACTURER AND MODEL	KEMARKS		
95%	NAT. GAS	110	130	69.0	5.3	705	613	LOCKINVAR MODEL FTXL-725	1,2,3		
95%	NAT. GAS	110	130	69.0	5.3	705	613	LOCKINVAR MODEL FTXL-725	1,2,3		

2. PROVIDE BOILER VENTING KIT, NEUTRALIZING KIT, COMBUSTION AIR INTAKE KIT, SEISMIC VIBRATION ISOLATORS, LOW WATER CUT-OFF, FLOW SWITCH, MODULATING GAS BURNER, CONDENSATE TRAP, 316L STAINLESS STEEL COMBUSTION CHAMBER,

3. BOILER SHALL BE PROVIDED W/FACTORY START-UP, START-UP IS NOT COMPLETE UNTIL ALL BURNERS AND BLOWER ARE CALIBRATED FOR PEAK PERFORMANCE AND AT COMPLETION OF PROJECT ALL BURNERS, BLOWERS, HEAT EXCHANGERS, AND OTHER

BOILER PUMP SCHEDULE											
TYPE	CAPACITY			MOTOR			SUCTION	TRIPLE	OPERATING		DEMARKO
	FLOW (GPM)	HEAD (FT)	MIN EFF	AMPS	RPM	V/Ø	DIFFUSER	VALVE	(LBS)	MANUFACTORER AND MODEL	REMARK3
INLINE	69.0	30		2.5		115/1	N/A	N/A	50	GRUNDFOS MAGNA3 40-80	1 , 2
INLINE	69.0	30		2.5		115/1	N/A	N/A	50	GRUNDFOS MAGNA3 40-80	1 , 2

1. APPROVED ALTERNATE MANUFACTURERS: ARMSTRONG, B & G, TACO, WILO, PACO, PEERLESS, PATTERSON.

	PUMP SCHEDULE										
TYDE	CAPACITY			MOTOR			SUCTION	TRIPLE	OPERATING		
TTPE	FLOW (GPM)	HEAD (FT)	MIN EFF	HP	RPM	V/Ø	DIFFUSER	VALVE	(LBS)	MANUFACTORER AND MODEL	REWARKS
INLINE	50	35		3/4		208/1	N/A	N/A	30	BELL AND GOSSET ECOCIRC XL MODEL 65-130	1,2,3,4,5
INLINE	50	35		3/4		208/1	N/A	N/A	30	BELL AND GOSSET ECOCIRC XL MODEL 65-130	1,2,3,4,5

1. APPROVED ALTERNATE MANUFACTURERS: ARMSTRONG, GRUNDFOS, TACO, WILO, PACO, PEERLESS, PATTERSON.

4. NOTE CONTROL BASED PRESSURE. DIFFERENTIAL (VARIABLE FLOW). PUMPS TO OPERATE IN PARALLEL. BOTH PUMPS SHALL START ON CALL FOR HEATING.

	SNOW MELT MANIFOLD SCHEDULE											
ON R∨ nr/Btu)	HEAT LOAD (Btu/hr/ft ²)	# OF LOOPS	TUBE TYPE & SIZE	TUBE SPACING (in)	SUPPLY WATER (°F)	DESIGN TEMP. DROP (°F)	SURFACE TEMP. (°F)	FLOW RATE (GPM)	HEAD LOSS (PSI)	REMARKS		
	130	4	hePEX 3/4"	9" O.C.	130	25	35	6.5	3.5	1 , 2 , 3 , 4 , 5		
	130	6	hePEX 3/4"	9" O.C.	130	25	35	10.1	3.8	1 , 2 , 3 , 4 , 5		
	130	6	hePEX 3/4"	9" O.C.	130	25	35	10.2	3.9	1 , 2 , 3 , 4 , 5		
	130	6	hePEX 3/4"	9" O.C.	130	25	35	9.7	3.4	1 , 2 , 3 , 4 , 5		
	130	6	hePEX 3/4"	9" O.C.	130	25	35	10.4	4.1	1 , 2 , 3 , 4 , 5		
	130	7	hePEX 3/4"	9" O.C.	130	25	35	12.1	4.1	1 , 2 , 3 , 4 , 5		
	130	7	hePEX 3/4"	9" O.C.	130	25	35	10.7	2.9	1 , 2 , 3 , 4 , 5		
	130	9	hePEX 3/4"	9" O.C.	130	25	35	15.3	3.9	1 , 2 , 3 , 4 , 5		
	130	8	hePEX 3/4"	9" O.C.	130	25	35	13.8	4.1	1 , 2 , 3 , 4 , 5		

1. SNOW MELT CIRCUITS TO BE EQUAL LENGTHS OFF EACH MANIFOLD WITH A 300 FT MAXIMUM TUBE LENGTH. PROVIDE A BALL VALVE FOR EACH OF THE LOOPS. RADIANT FLOOR MANIFOLD DESIGN BASED ON UPONOR STAINLESS STEEL MANIFOLD WITH ISOLATION VALVES AND VISUAL FLOW GAUGES. ALTERNATES SHALL BE EQUAL IN QUALITY AND PERFORMANCE..

5. TUBING FOR SNOW MELT SYSTEM MUST BE LAID OUT IN A COUNTER FLOW PATTERN. SEE DETAIL ON SHEET M4.3.

MECHANICAL SPECIALTY EQUIPMENT SCHEDULE							
SYSTEM SERVED	DESCRIPTION	MANUFACTURER AND MODEL					
HYDRONIC SYSTEM	DESIGN FLOW IS 75 GPM WITH A DESIGN PD OF 1.0 FT-H Q.	B & G MODEL 3" ALTERNATE APPROVED MANUFACTURERS: TACO, ARMSTRONG, AND PACO					
HYDRONIC SYSTEM	21.7 GAL. CAPACITY, 11.3 ACCEPTANCE GAL., BLADDER TYPE EXPANSION TANK. (PRE-CHARGED TO 12 PSI)	BELL AND GOSSETT HORIZONTAL D-40 ALTERNATE APPROVED MANUFACTURERS: TACO, ARMSTRONG, AND PACO					
HYDRONIC SYSTEM	PROVIDE WITH LOW LEVEL CUT-OFF AND ALARM ARRANGEMENT INCLUDING A 110V SIGNAL FOR REMOTE ALARM, ISOLATION VALVES, STRAINER, PRESSURE TANK WITH PRESSURE CONTROL, PRESSURE REDUCING VALVE AND GAUGE, 55 GAL. TRANSLUCENT POLYETHYLENE SOLUTION CONTAINER WITH LID TO ACCOMMODATE RELIEF VALVE PIPING, (110V, 60 HZ MOTOR AND CONTROLS WITH PLUG AND CORD). PRESET SYSTEM TO 12 PSI. SOLUTION SHALL BE 40% DOWFROST PROPYLENE GLYCOL WITH INHIBITOR AND 60% WATER.	AXIOM MODEL SF100 ALTERNATE APPROVED MANUFACTURERS: WESSELS					
HYDRONIC SYSTEM	5 GALLON POT FEEDER MOUNTED ON WALL 36" A.F.F.	JL WINGERT ALTERNATE APPROVED MANUFACTURERS: SUBMIT FOR APPROVAL					

 \frown CHEDU Ñ MELT SNOW M302

WEST ELEVATION - NORTH EAST AVENUE 3/32" = 1'-0"

 FIRST FLOOR ENCROACHMENT PLAN - SNOW MELT

 1/8" = 1'-0"

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2 FIRST FLOOR ENCROACHMENT PLAN - FOOTINGS

ENCROACHMENT LEGEND

FOOTING FOUNDATION ENCROACHMENT

EXHIBIT B

EXHIBIT B

- 1. Installation of a hydronic snow melt system in all surfaces as outlined on sheet G103.2 and as further described:
 - a. From the outermost bounds of the property line along East avenue to the back of curb within the City right-of-way, excluding tree wells.
 - b. From the outermost bounds of the property line along Fifth Street to the back of curb within the City right-of-way, excluding the tree wells.
 - c. From the outermost bounds of the property line along the alley within the City right-of-way.
- Encroachment for (2) metal shades 5 foot encroachment at east ave. as outlined on sheet G103.1. (8) 3/8" x 6" steel window shade-boxes 6" encroachment at east avenue as outlined on sheet G103.1 and as further described below.
 - a. (2) Metal shades, as referenced on sheet G103.1, projects 5'-0" west of the property line. Length of metal shades is 25'-9". Bottom of awning is approximately 12'-1" above finished grade at sidewalk below. Top of awning is approximately 13'-4" above finished grade at sidewalk below. Height varies slightly with sidewalk grade.
 - b. (8) 3/8" x 6" steel window shade boxes project 6" west of property line as referenced on sheet G103.1 Length of architectural features is 6'-1". The height of the architectural features is 6'-1". The bottom of the lower architectural features, is 16'-7" above finished grade at sidewalk below. Top of the lower architectural feature is 22'-8" above finished grade at sidewalk below. Height varies with sidewalk grade. The bottom of the upper architectural features is 27'-0" above finished grade at sidewalk below. Height varies with sidewalk below. Top of upper architectural feature is 33'-1" above finished grade at sidewalk below. Height varies with sidewalk below.
- 3. Encroachment for bridge at alley within the City right-of-way as outlined on sheet G103.0. and as further described below.
 - a. (1) bridge, as referenced on sheet G103.0, projects 30'-0" west to east, by 7'-7 ½" north to south past the property line into the city right-of-way. Bottom of bridge varies from east to west and is approximately 20'-10" and 20'-6" respectively above finished grade at alley below. Top of bridge varies from west to east and is approximately 34'-7 5/8" and 35'-1 3/4" respectively above finished grade at alley below.
- 4. Encroachment for building footings within the City right-of-way as outlined on sheet G103.3 at east avenue and fifth street. Footings vary is size and length. Refer to sheet G103.3, footing encroach into the ROW. Footings do not encroach into city ROW more than 1'-1 5/8"