



CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

Reasons for Recommendation:

- Building Permit Application File No. B21-116 located at 105 Sage Road was approved with the condition that the ROW Encroachment Agreement for the driveway pavers and snowmelt system be approved prior to issuance of a Certificate of Occupancy for the project.
- During their meeting on April 11, 2023, the City Council provided policy direction that snowmelt systems for private driveways are prohibited from encroaching within residential public rights-of-way unless required by the Fire or Streets departments. The City Council commented that their policy direction would apply to new projects and that they would approve the Right-of-Way Encroachment Agreements for the 6 building permits that have been issued and are currently under construction. The snowmelt system for the new driveway located at 105 Sage Road is one of the 6 building permits that was issued prior to City Council’s policy direction prohibiting new snowmelt systems within residential rights-of-way.
- The proposed driveway improvements will not impact drainage, snow removal, or city operations along Sage Road and complies with the standards for permanent right-of-way encroachments specified in Ketchum Municipal Code §12.12.060.

Policy Analysis and Background (non-consent items only):

Sustainability Impact:

Financial Impact:

None OR Adequate funds exist in account:	None
--	------

Attachments:

- | |
|-------------------------------------|
| 1. ROW Encroachment Agreement 22846 |
|-------------------------------------|

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 22846

THIS AGREEMENT, made and entered into this ____ day of June, 2023, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho 83340 and BRAD SCHOCK ("Owner"), whose address is Post Office Box 1323, Ketchum, Idaho 83340.

RECITALS

WHEREAS, Owner is the owner of real property described as 105 Sage Road ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit the placement of a paver driveway and snowmelt system within the public right-of-way on Sage Road. These improvements are shown in Exhibit "A" attached hereto and incorporated herein (collectively referred to as the "Improvements"); and,

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

WHEREAS, the Owner will restore the sidewalk, street, curb and gutter and any landscaping back to the original condition acceptable to the Streets and Facilities Director;

NOW, THEREFORE, in contemplation of the above stated facts and objectives, it is hereby agreed as follows:

TERMS AND CONDITIONS

1. Ketchum shall permit Owner to install paver driveway and snowmelt system identified in Exhibit "A" within the public right-of-way on Sage Road, until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at Owner's expense.

2. Owner shall be responsible for the maintenance of said Improvements and shall repair said improvements within 48 hours upon notice from Ketchum that repairs are needed. Any modification to the improvements identified in Exhibit "A" shall be approved by the City of Ketchum prior to any modifications taking place.

3. Snowmelt systems installed in the public right-of-way shall be installed as certified in Exhibit "B - Residential Snowmelt Installation Certificate" 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 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 sidewalk, curb and gutter and landscaping that is altered due to the construction and installation of the Improvements, 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.

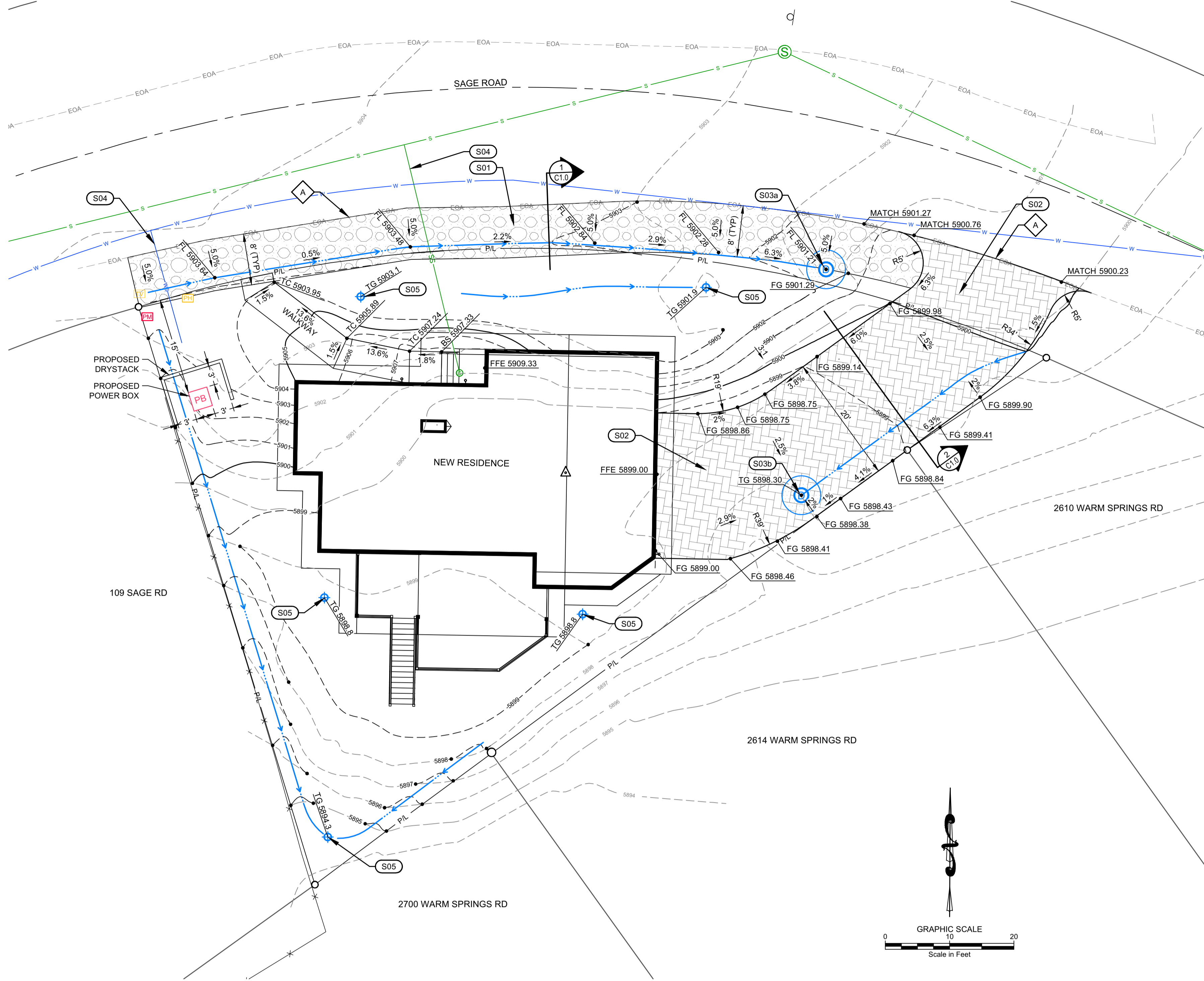
13. The parties fully understand all of the provisions of this Agreement, and believe them to be fair, just, adequate, and reasonable, and accordingly accept the provisions of this Agreement freely and voluntarily.

EXHIBIT A

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.

INSTRUCTION NOTES

- CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPCW) AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPCW AND CITY OF KETCHUM STANDARDS ON SITE DURING CONSTRUCTION.
- 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 (1-800-342-5885) TO LOCATE ALL EXISTING UNDERGROUND UTILITIES A MINIMUM OF 48 HOURS IN ADVANCE OF EXCAVATION.
- CONTRACTOR SHALL COORDINATE RELOCATIONS OF DRY UTILITY FACILITIES (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 EROSION CONTROL 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 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.
- 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.
- 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.
- ALL TRENCHING SHALL CONFORM TO ISPCW STANDARD DRAWING SD-301. 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.
- BOUNDARY AND TOPOGRAPHIC AND BOUNDARY INFORMATION IS BASED ON A SITE SURVEY BY ALPINE ENTERPRISES, DATED 12/03/2020.



LEGEND

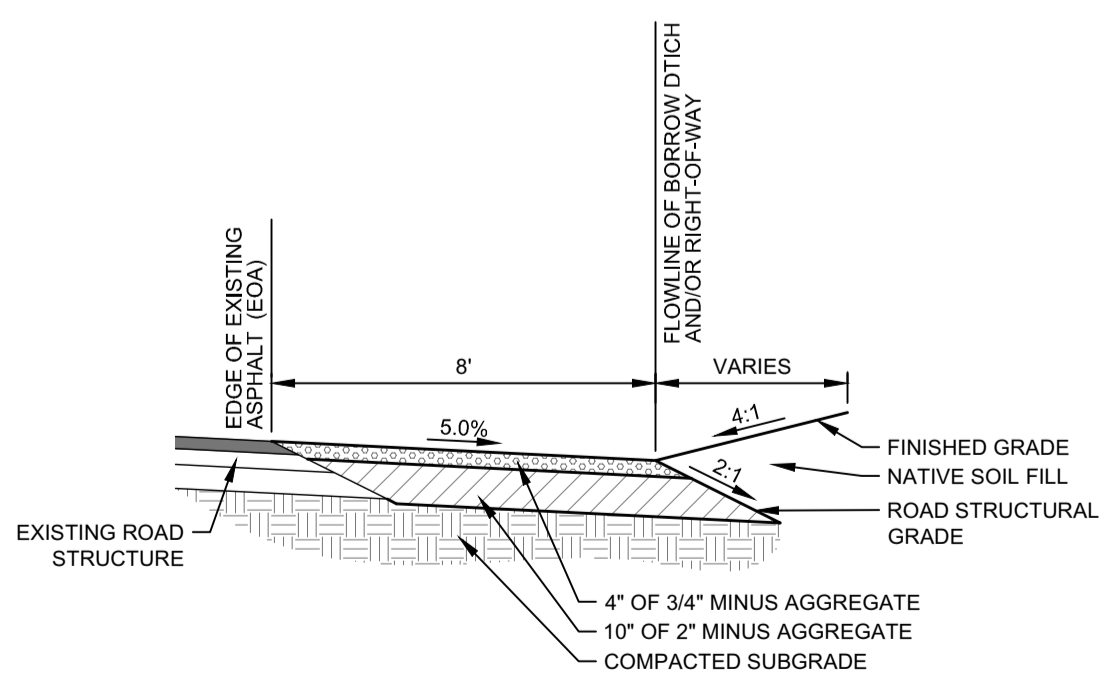
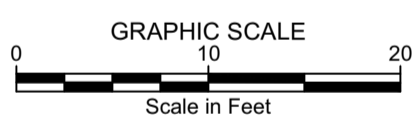
EXISTING ITEMS

- P/L Property Line
- Adjoiner's Lot Line
- Centerline
- 5' Contour Interval
- 1' Contour Interval
- Edge of Asphalt
- Utility Risers
- Power Pole
- Water Meter
- Valve Box
- Drywell
- Found 1/2" Rebar
- Sewer Main
- Sewer Service
- Sewer Manhole
- Water Main
- Water Service

PROPOSED ITEMS

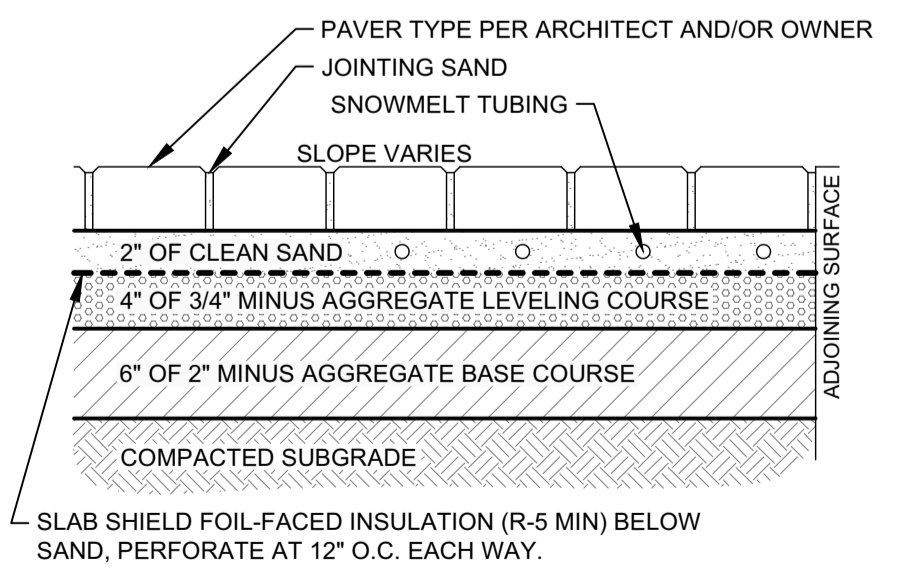
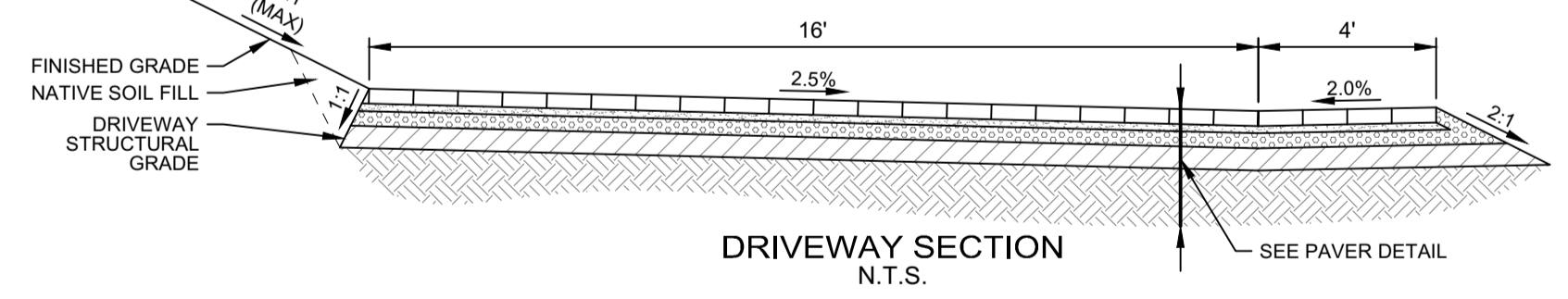
- Pavers
- Flow Line of Ditch/Swale
- Spot Elevation
- Grade / Slope
- Gravel Shoulder
- 5' Contour Interval
- 1' Contour Interval
- Drywell
- BS = Bottom of Steps
- EG = Existing Grade
- FFE = Finished Floor Elevation
- FG = Finished Grade
- FL = Flow Line
- TA = Top of Asphalt
- TC = Top of Concrete
- TG = Top of Grate
- TP = Top of Pavers
- PB = Power Box

- SITE IMPROVEMENT KEY NOTES**
- S01 CONSTRUCT GRAVEL SHOULDER. SEE DETAIL 1 THIS SHEET.
 - S02 CONSTRUCT PAVES DRIVEWAY. SEE DETAIL 2 THIS SHEET.
 - S03 CONSTRUCT DRYWELL. SEE DETAIL 3 THIS SHEET.
 - a. RIM = 5901.0
 - b. CONNECT FOUNDATION DRAINS/CUT-OFF TRENCHES TO THIS DRYWELL. RIM = 5898.3
 - S04 UTILIZE EXISTING UTILITY SERVICE.
 - S05 CONSTRUCT LANDSCAPE DRYWELL. SEE DETAIL 4 THIS SHEET.
 - A MATCH EXISTING LINES AND GRADES



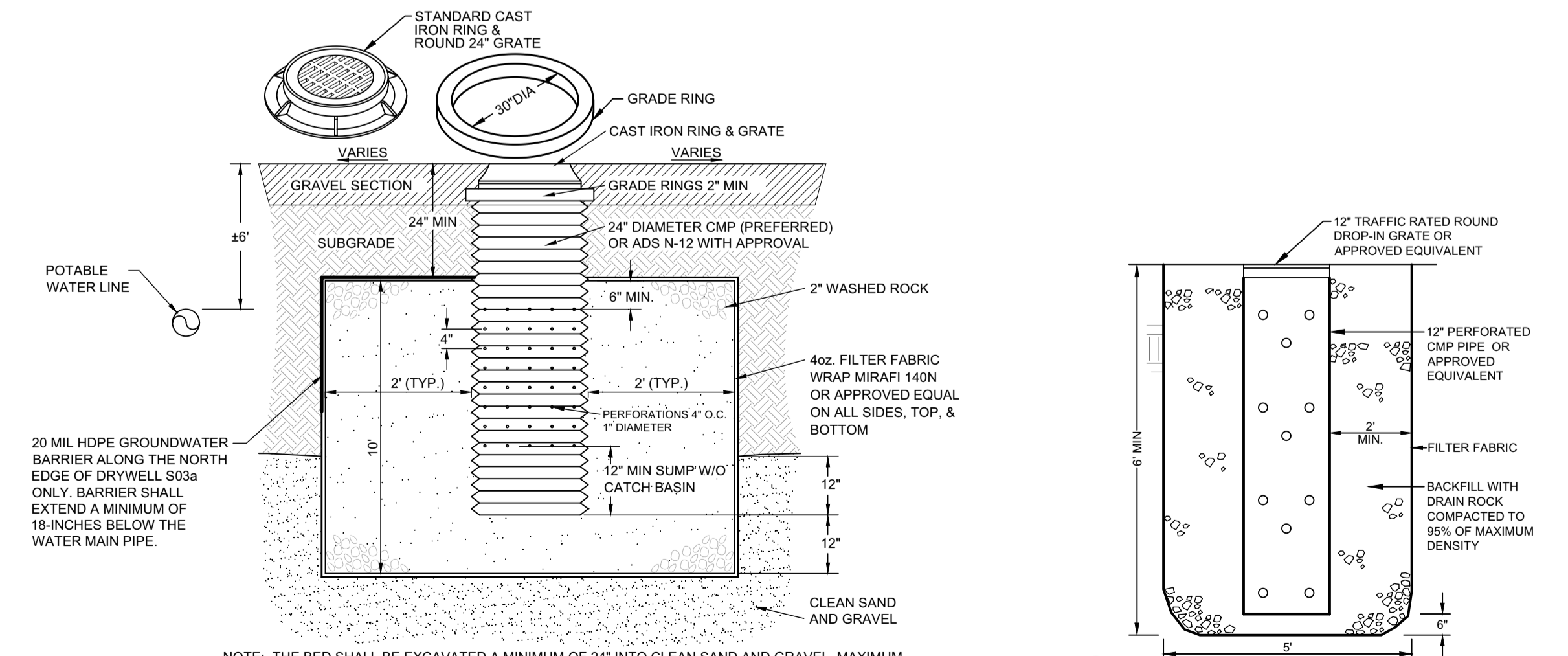
- NOTES:**
- SUBBASE CAN BE 2" TYPE II OR 3/4" TYPE I CRUSHED AGGREGATE BASE COURSE.
 - MATERIALS SHALL CONFORM WITH CURRENT ISPCW STANDARDS, DIVISION 800 AGGREGATES AND ASPHALT.

1 C1.0 TYPICAL ROAD SHOULDER SECTION 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.

2 C1.0 DRIVEWAY DETAIL N.T.S.

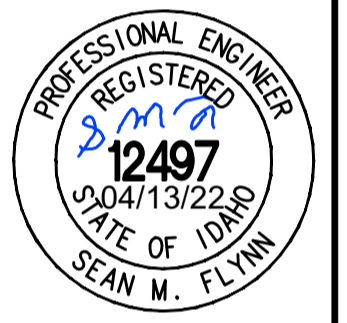


NOTE: THE BED SHALL BE EXCAVATED A MINIMUM OF 24" INTO CLEAN SAND AND GRAVEL. MAXIMUM DEPTH SHALL NOT EXCEED 12 FEET. IF CLEAN SAND AND GRAVEL IS NOT ENCOUNTERED WITHIN 12 FEET, THE CONTRACTOR SHALL CONTACT THE DESIGN ENGINEER.

3 C1.0 DRYWELL DETAIL (6' Ø) N.T.S.

4 C1.0 LANDSCAPE DRYWELL N.T.S.

SITE IMPROVEMENT PLAN
105 SAGE ROAD
LOT 12, BLK 2, WARM SPRINGS VILLAGE 4TH ADD.
 LOCATED WITHIN SECTION 11, T.4 N., R.17 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 PREPARED FOR BRAD SCHOCK



DESIGNED BY _____
 DRAWN BY _____
 SMF
 CHECKED BY _____

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

NO.	DATE	BY	REVISIONS
1	04/04/22	SMF	UPDATE WALKWAY IN FRONT
2	04/19/22	SMF	ADD POWER BOX AT NW CORNER

C1.0

EXHIBIT B



City of Ketchum
Planning & Building

EXHIBIT "B"
RESIDENTIAL SNOWMELT INSTALLATION CERTIFICATE

PROPERTY OWNER'S NAME: Bradley H and Karin E Schock

PROPERTY ADDRESS: 105 Sage Road, Ketchum, ID 83340

LEGAL DESCRIPTION: Warm Springs Village, 4th add., Lot 12, Blk 2

PARCEL NUMBER: RPK06100020120

INSTALLATION CONTRACTOR INFORMATION

COMPANY NAME: Wilro Plumbers, LLC

CONTRACTOR ADDRESS: 12588 ID-75, Ketchum, ID 83340

CONTRACTOR PHONE: (208) 726-8280

CONTRACTOR EMAIL: rex@wilro.net

Pursuant to the requirements of Right-of-Way Encroachment Agreement # 22846, the installation contractor certifies the following:

RW I certify that the system proposed meets all requirements of the International Energy Conservation Code (2018 IECC, 403.12.2).

RW I certify that the boiler/heatpump/other (circle one) operates at a 95 percent efficiency.

Boiler Heatpump Model Number: NFB 200 H,

Other: _____

RW I certify that geofabric will be installed under the pavers to ensure positive drainage off the driveway or sidewalk.

RW I certify that the system will be operated by an electronic main control board that optimizes the way the system functions and minimizes inefficiencies to the greatest degree possible.

RW I certify that the system will be installed with 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.

By, Installation Contractor:

Print Name: Rex Wilro

Signature: [Handwritten Signature]

Date: 5/19/23

By, Owner:

Print Name: Bradley H Schock

Signature: [Handwritten Signature]

Date: 5/19/23

STATE OF ID)
) ss.
County of Blaine)

On this 19 day of May, 2023 before me, the undersigned Notary Public in and for said State, personally appeared Rex Wilro - Munro (Installation Contractor), known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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

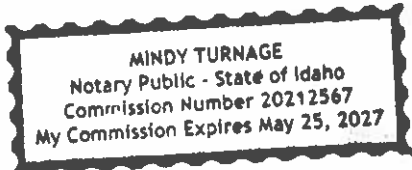


[Handwritten Signature]
Notary Public for Wilro Plumbers LLC
Residing at 12588 Hwy 7 S
Commission expires 5-25-2027

STATE OF ID)
) ss.
County of Blaine)

On this 19 day of May, 2023 before me, the undersigned Notary Public in and for said State, personally appeared BRADLEY H. SCHAD (Owner), known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same.

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



Mindy Turnage
Notary Public for Wilco Plumbers LLC
Residing at 12588 Hwy 75
Commission expires 5-25-2027