



CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: January 5, 2026 Staff Member/Dept: Robyn Mattison, City Engineer

Agenda Item: Recommendation to approve amended Right-of-Way Encroachment Agreement 22825A for the placement of a steel edging retaining wall in the public right-of-way at 671 E 5th Street.

Recommended Motion:

I move to authorize the Mayor to sign amended Right-of-Way Encroachment Agreement 22825A with 671 E 5th Street Holdings LLC.

Reasons for Recommendation:

- City Council has previously approved a right-of way encroachment agreement for 671 E 5th Street for a snowmelt system in the right-of-way due to the steep grade of the driveway exceeding Fire Department standards.
- Since the City Council approved the prior agreement, the applicant has submitted a Building Permit Modification and ROW Encroachment application for extension of a steel edging plate retaining wall along the east side of the driveway into the right-of-way. The steel plate retaining wall along the narrow driveway permitted the applicant to reduce the grade of the driveway without affecting the grade of the neighboring property. Construction fencing currently surrounding the neighboring property and adjacent ROW prevented the contractor from performing the city-approved regrading within the right-of-way as initially planned. Consequently, the steel edging plate retaining wall (< 1-ft tall) was extended into the right-of-way (see figure below).



- The applicant's extension of the steel retaining plate for the existing driveway has been reviewed and approved by the City Engineer, Streets Department, and Planning Department. The proposed driveway improvements will not impact drainage, snow removal, or city operations along 5th Street and comply 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):

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Sustainability Impact:

None OR state impact here: None

Financial Impact:

None OR Adequate funds exist in account:	There is no financial requirement from the city for this action.
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Attachments:

1. Amended Right-of-Way Encroachment Agreement 22825A

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 22825A

THIS AGREEMENT, made and entered into this ____ day of _____, 2026, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho 83340 and CHARLES STEVENSON, representing 671 E 5th Street Holdings LLC ("Owner"), whose address is 611 North Street, Greenwich, Connecticut 06830.

RECITALS

WHEREAS, Owner is the owner of real property described as 671 E 5th Street and legally described as KETCHUM LOT 6A BLK 90 ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit the placement of a concrete driveway with a snowmelt system and steel edging plate retaining wall within the public right-of-way on East 5th 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 the concrete driveway with a snowmelt system and steel plate retaining wall identified in Exhibit "A" within the public right-of-way on East 5th Street, 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. Successors and Assigns - This Agreement shall be binding upon and inures to the benefit of each of the parties hereto and their respective successors and assigns.

12. 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.

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

14. 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: _____
Charles Stevenson
671 E 5th Street Holdings LLC
Its: Member

By: _____
Neil Bradshaw
Its: Mayor

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

On this ____ day of _____, 2026, before me, the undersigned Notary Public in and for said State, personally appeared CHARLES STEVENSON, known to me to be a member of 671 E 5th Street Holdings 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 _____, 2026, 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.

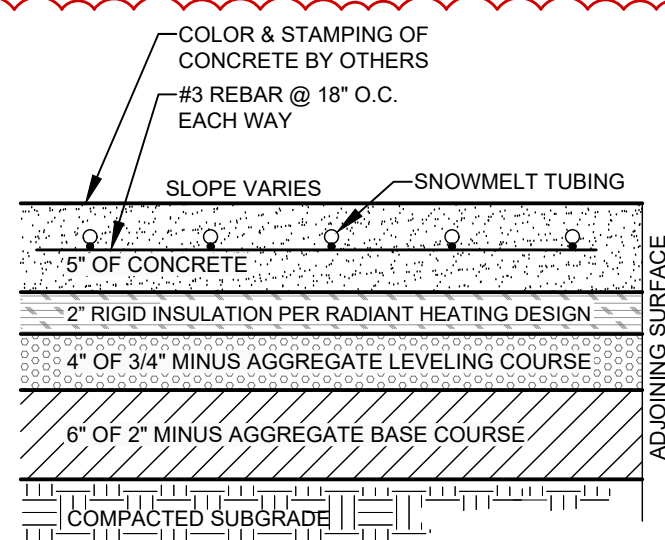
Notary Public for _____
Residing at _____
Commission expires _____

EXHIBIT A

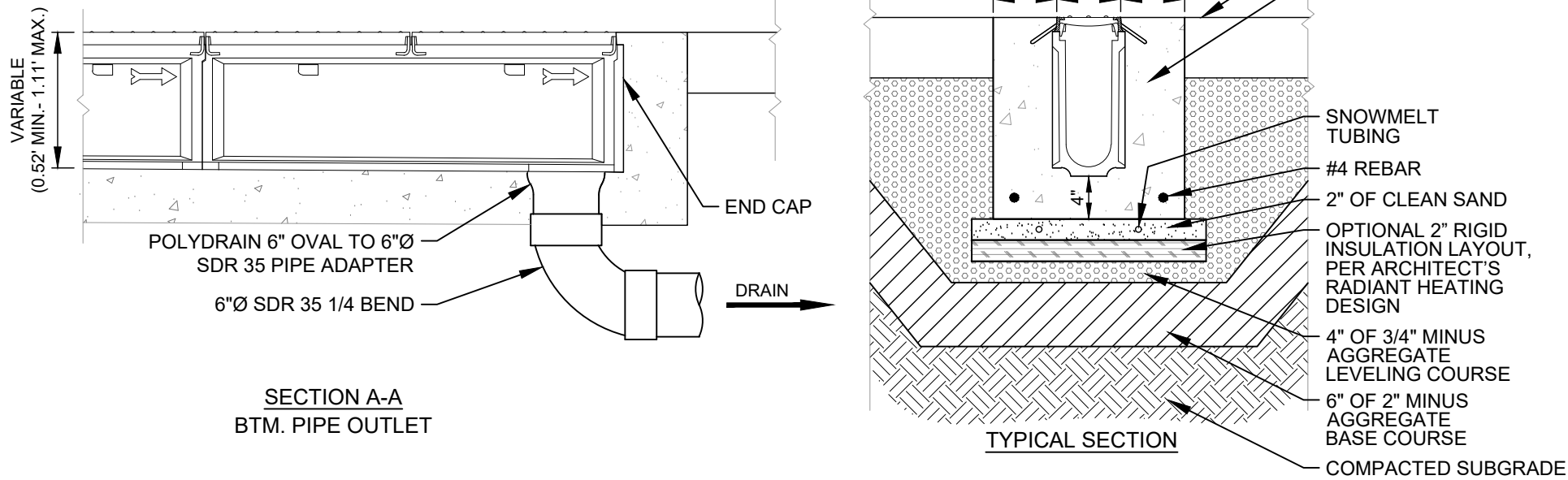
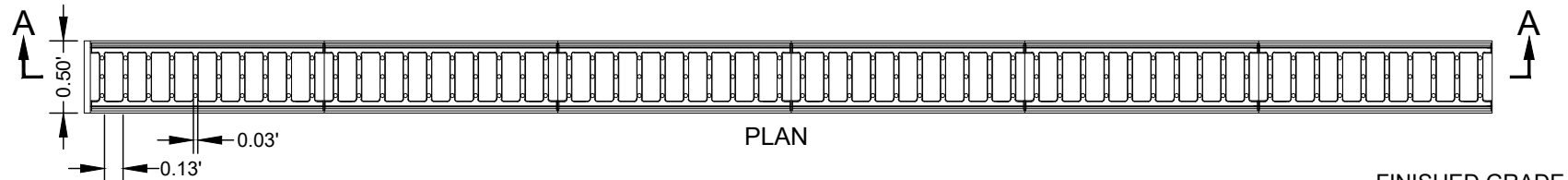
REUSE OF DRAWINGS: These drawings, or any portion thereof, shall not be used on any Project or extensions of this Project except by agreement in writing with Galena Engineering, Inc.

CONSTRUCTION NOTES

- ALL CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE MOST CURRENT EDITION OF THE "IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION" (ISPMC) AND CITY OF KETCHUM STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND KEEPING A COPY OF THE ISPMC 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 (1-800-342-1585) 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 ENCROACHMENT PERMITS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) CONSTRUCTION GENERAL PERMIT (CGP) PERMIT COVERAGE).
- ALL CLEARING & GRUBBING SHALL CONFORM TO ISPMC SECTION 201.
- ALL EXCAVATION & EMBANKMENT SHALL CONFORM TO ISPMC 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 ISPMC 802, TYPE II (ITD STANDARD 703.04, 2"), SHALL BE PLACED IN CONFORMANCE WITH ISPMC 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 ISPMC 802, TYPE I (ITD STANDARD 703.04, 3/4" B), SHALL BE PLACED IN CONFORMANCE WITH ISPMC 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 CONCRETE WORK SHALL CONFORM TO ISPMC SECTIONS 701, 703, AND 705. ALL CONCRETE SHALL BE 3,000 PSI MINIMUM, 28 DAY, AS DEFINED IN ISPMC SECTION 703, TABLE 1.C. IMMEDIATELY AFTER PLACEMENT PROTECT CONCRETE BY APPLYING MEMBRANE-FORMING CURING COMPOUND, TYPE 2, CLASS A PER ASTM C 309-94. APPLY CURING COMPOUND PER MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS.
- 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 TRENCHING SHALL CONFORM TO ISPMC 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 INFORMATION IS PER A SURVEY BY GALENA ENGINEERING DATED 05/26/2021.

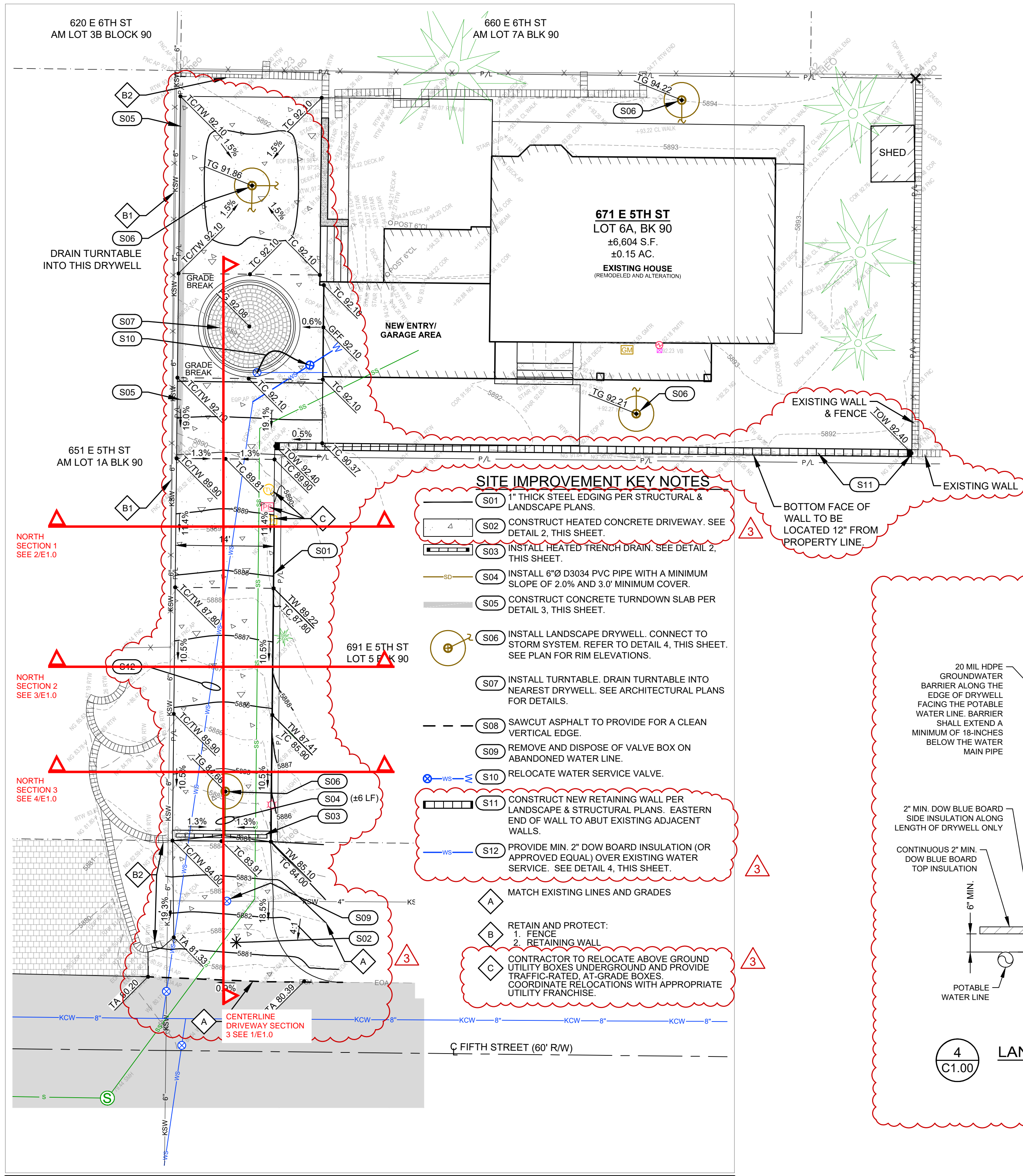


1 C1.00 TYPICAL CONCRETE SECTION
N.T.S.



- NOTES
- LINE DRAIN IS SUITABLE FOR APPLICATIONS FOR CONTROLLING SPREAD IN GUTTER FLOW CONDITIONS OR TO INTERCEPT SHEET FLOW. TYPICAL APPLICATION IS AT THE STREET CURB OR BARRIER.
 - THE FRAME AND GRATE IS SUITABLE FOR PEDESTRIAN AND BICYCLE TRAFFIC AND RATED FOR H-25 AND HS-25 LOADS.
 - CONCRETE THICKNESS, TYPE, AND AMOUNT OF REINFORCEMENT TO BE SAME AS ADJACENT PAVEMENT OR GREATER. PERFORM STRUCTURAL ANALYSIS TO DETERMINE REQUIREMENTS FOR APPLICATION.
 - TOP OF GRATE TO BE INSTALLED FLUSH TO 1/8 IN BELOW FINISHED GRADE. BEVEL CONCRETE TO TOP OF GRATE IF BELOW FLUSH.

2 C1.00 TRENCH DRAIN DETAIL
(ABT INTERCEPTOR LINE DRAIN OR APPROVED EQUAL)
N.T.S.

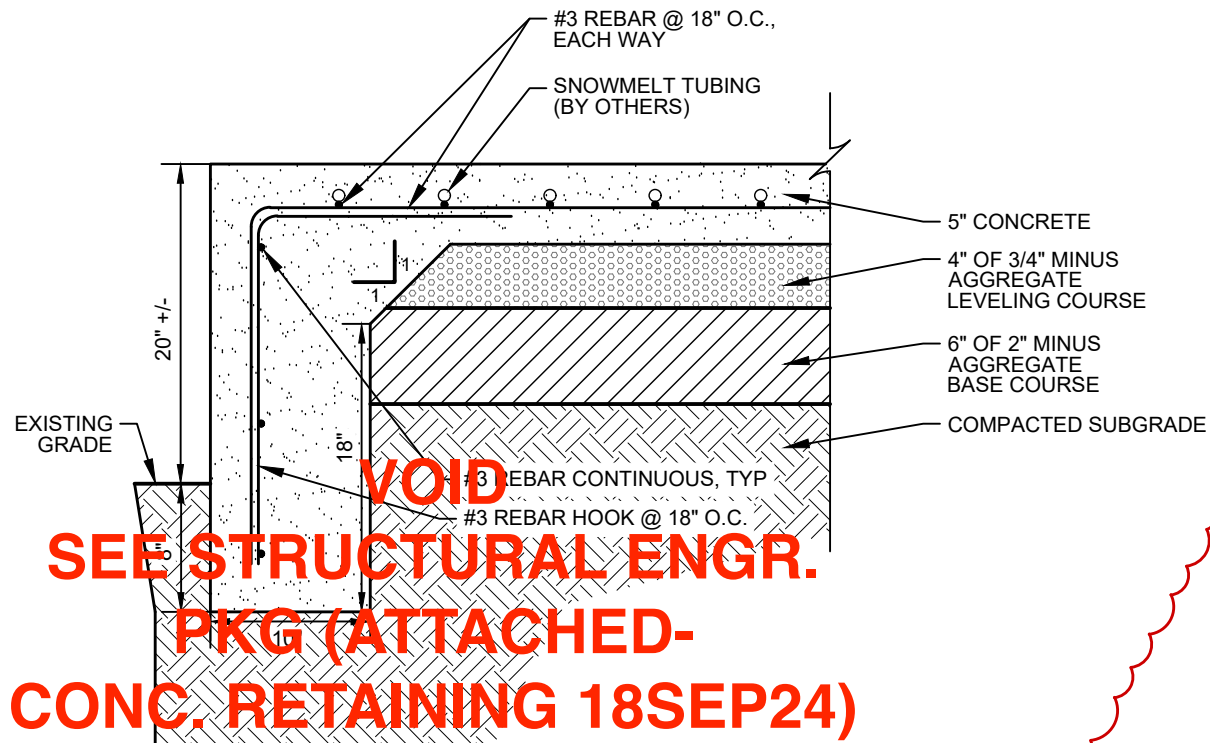


SITE IMPROVEMENT KEY NOTES

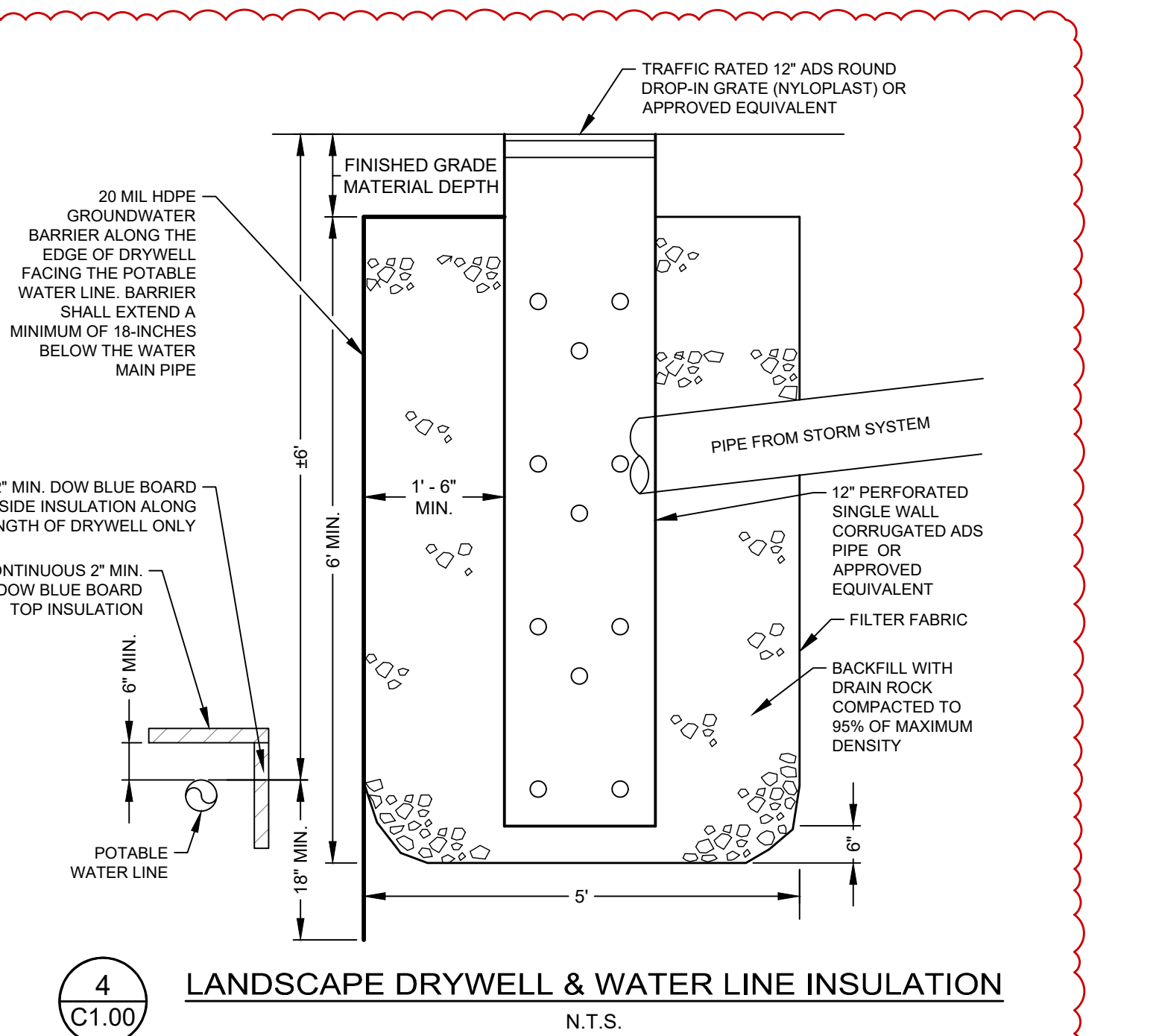
- S01 1" THICK STEEL EDGING PER STRUCTURAL & LANDSCAPE PLANS.
 - S02 CONSTRUCT HEATED CONCRETE DRIVEWAY. SEE DETAIL 2, THIS SHEET.
 - S03 INSTALL HEATED TRENCH DRAIN. SEE DETAIL 2, THIS SHEET.
 - S04 INSTALL 6"Ø D3034 PVC PIPE WITH A MINIMUM SLOPE OF 2.0% AND 3'Ø MINIMUM COVER.
 - S05 CONSTRUCT CONCRETE TURNDOWN SLAB PER DETAIL 3, THIS SHEET.
 - S06 INSTALL LANDSCAPE DRYWELL. CONNECT TO STORM SYSTEM. REFER TO DETAIL 4, THIS SHEET. SEE PLAN FOR RIM ELEVATIONS.
 - S07 INSTALL TURNTABLE. DRAIN TURNTABLE INTO NEAREST DRYWELL. SEE ARCHITECTURAL PLANS FOR DETAILS.
 - S08 SAWCUT ASPHALT TO PROVIDE FOR A CLEAN VERTICAL EDGE.
 - S09 REMOVE AND DISPOSE OF VALVE BOX ON ABANDONED WATER LINE.
 - S10 RELOCATE WATER SERVICE VALVE.
 - S11 CONSTRUCT NEW RETAINING WALL PER LANDSCAPE & STRUCTURAL PLANS. EASTERN END OF WALL TO ABUT EXISTING ADJACENT WALLS.
 - S12 PROVIDE MIN. 2" DOW BOARD INSULATION (OR APPROVED EQUAL) OVER EXISTING WATER SERVICE. SEE DETAIL 4, THIS SHEET.
- MATCH EXISTING LINES AND GRADES
- A RETAIN AND PROTECT:
 - 1. FENCE
 - 2. RETAINING WALL
 - B CONTRACTOR TO RELOCATE ABOVE GROUND UTILITY BOXES UNDERGROUND AND PROVIDE TRAFFIC-RATED, AT-GRADE BOXES.
 - C COORDINATE RELOCATIONS WITH APPROPRIATE UTILITY FRANCHISE.

LEGEND

EXISTING ITEMS	
	Property Line
	Adjoiner's Lot Line
	Centerline
	5' Contour Interval
	1' Contour Interval
	FNC = Fence Line
	Building
	Asphalt
	Pavers
	RTW = Retaining Wall
	CT = Conifer Tree
	DT = Deciduous Tree
	GMTR = Gas Meter
	TVBOX = Cable TV Riser
	PHBOX = Telephone Riser
	Light
	PBOX = Power Box
	PMTR = Power Meter
	Sewer Main
	SS = Sewer Service
	SMH = Sewer Manhole
	Ketchum City Water Line (8")
	Ketchum Spring Line (4")
	WS = Water Service
	WV = Water Valve
	VB = Valve Box
	AP = Angle Point
	CL = Centerline
	COR = Corner
	EG = Existing Grade
	EOA = Edge of Asphalt
	EOP = Edge of Pavers
	FF = Finished Floor
	GFF = Garage Finished Floor
	NG = Natural Ground
	TC = Top of Concrete
	TG = Top of Grate
	TW = Top of Wall

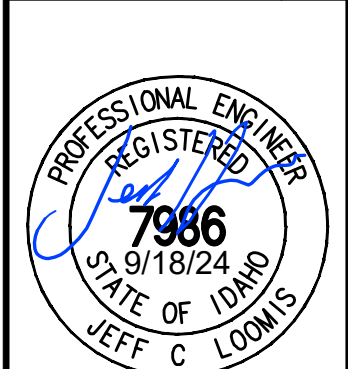


3 C1.00 TURNDOWN SLAB DETAIL
N.T.S.



4 C1.00 LANDSCAPE DRYWELL & WATER LINE INSULATION
N.T.S.

A GRADING AND DRAINAGE PLAN SHOWING
671 E 5TH ST: LOT 6A, BLK 90, KETCHUM TOWNSITE
LOCATED WITHIN SECTION 18, T.4 N., R.18 E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
PREPARED FOR JOYON SAWREY

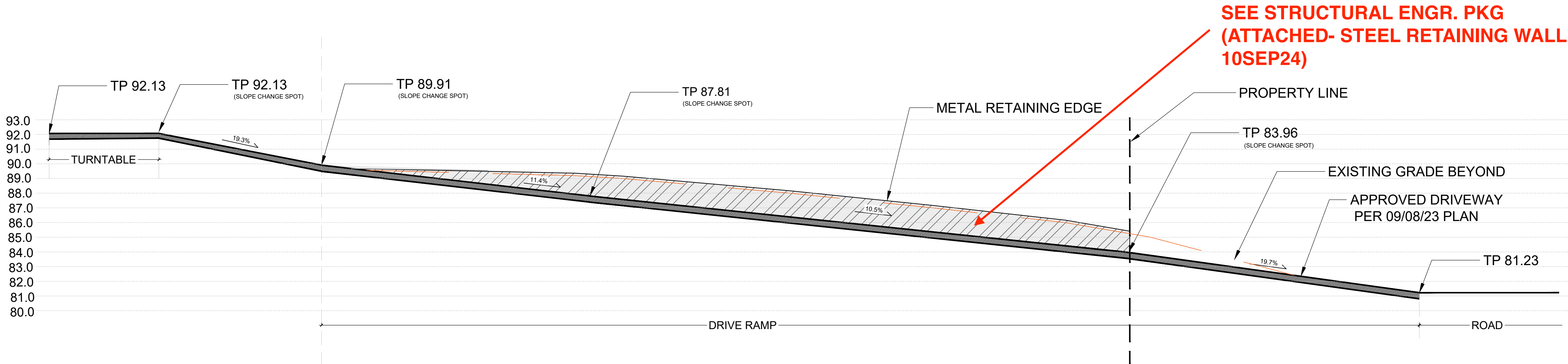


DESIGNED BY: JCL
DRAWN BY: MS
CHECKED BY: JCL

GALENA - BENCHMARK ENGINEERING
Civil Engineers & Land Surveyors
100 Bell Drive
P.O. Box 33
Ketchum, ID 83340
(208) 726-9512
www.benchmark-associates.com

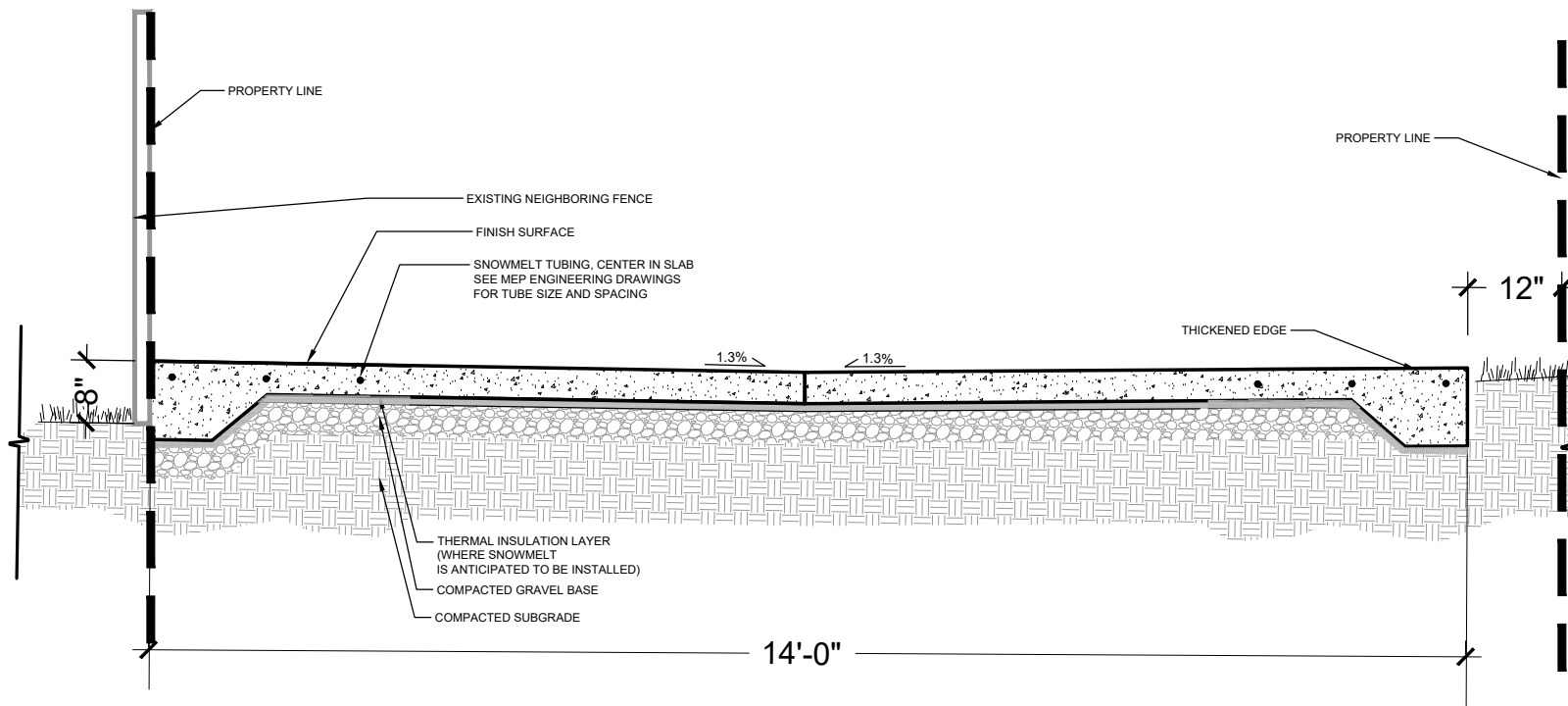
PURPOSE: ISSUE FOR PERMIT (09/18/2024)	
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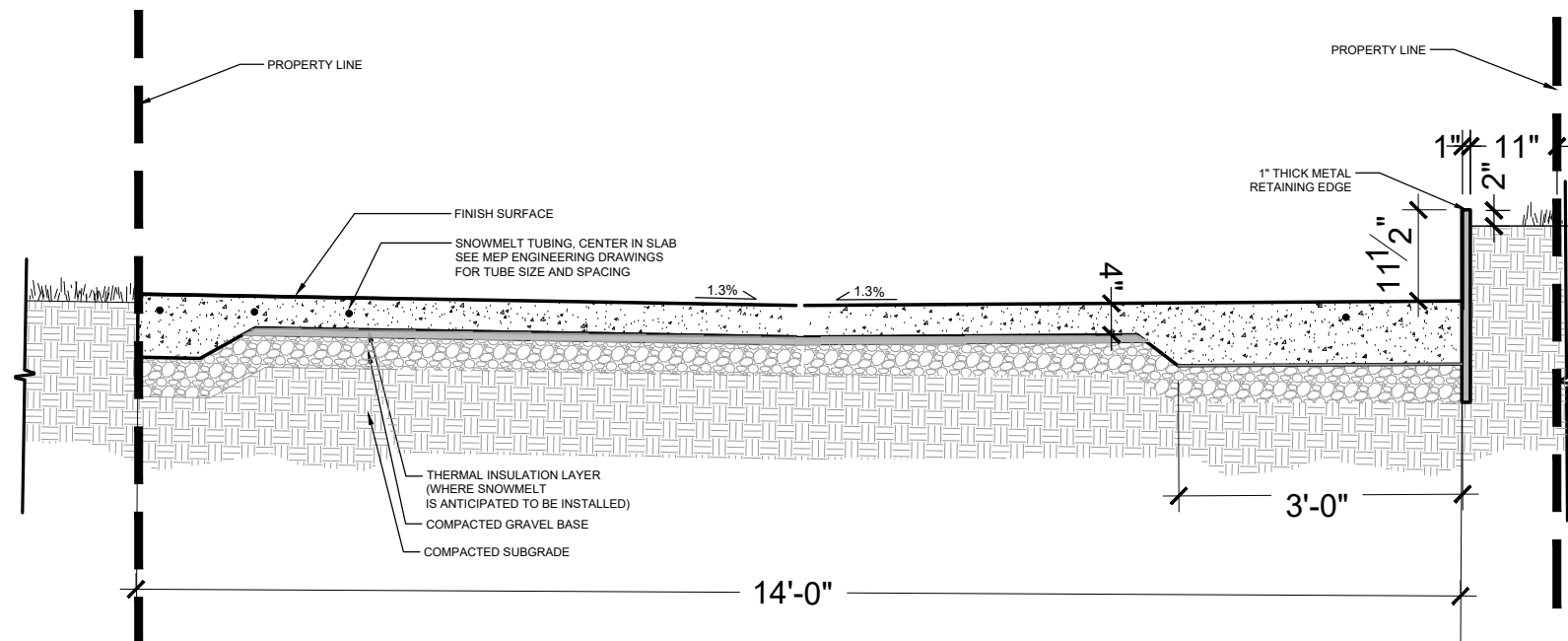


1 CENTERLINE DRIVEWAY SECTION
1/4" = 1'-0"

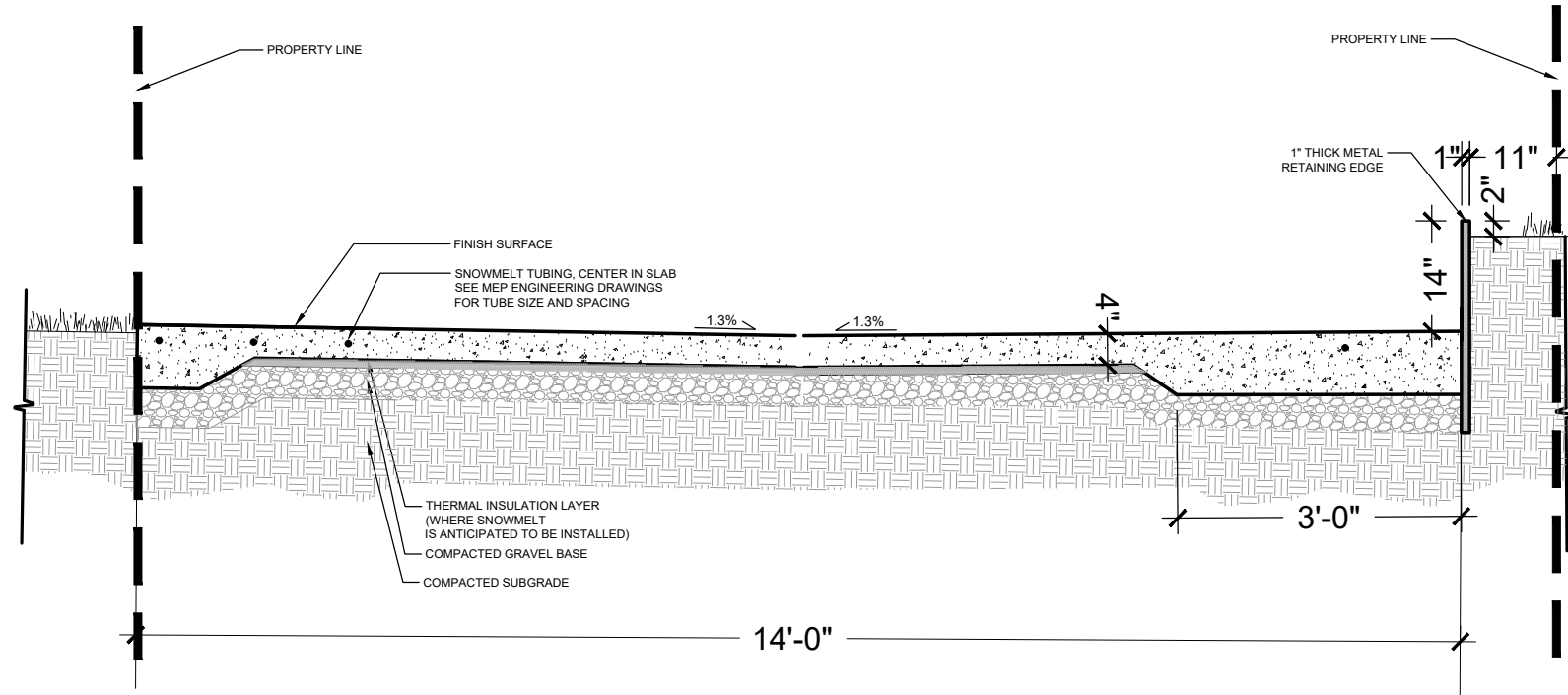
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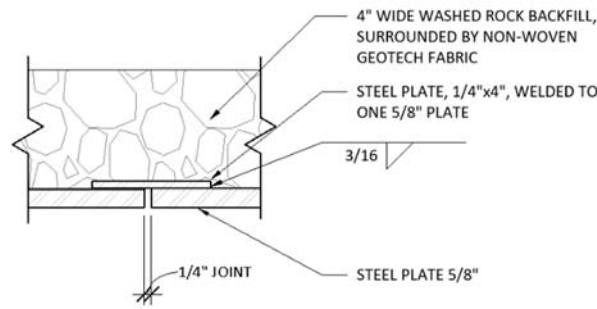
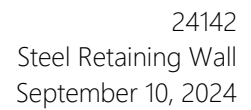
2 NORTH SECTION 1
1/2" = 1'-0"



3 NORTH SECTION 2
1/2" = 1'-0"



4 NORTH SECTION 3
1/2" = 1'-0"



(3)#4 CONTINUOUS REBAR WITH #4 CROSSWISE @ 18" O.C.

SLAB ON GRADE BY OTHERS WITH SNOWMELT TUBING

VARIES, 2' - 0" MAX

4" WIDE WASHED ROCK BACKFILL, SURROUNDED BY NON-WOVEN GEOTECH FABRIC

STEEL PLATE, 5/8" MIN, COATING BY OTHERS. 1/4" GAP @ 8' O.C.

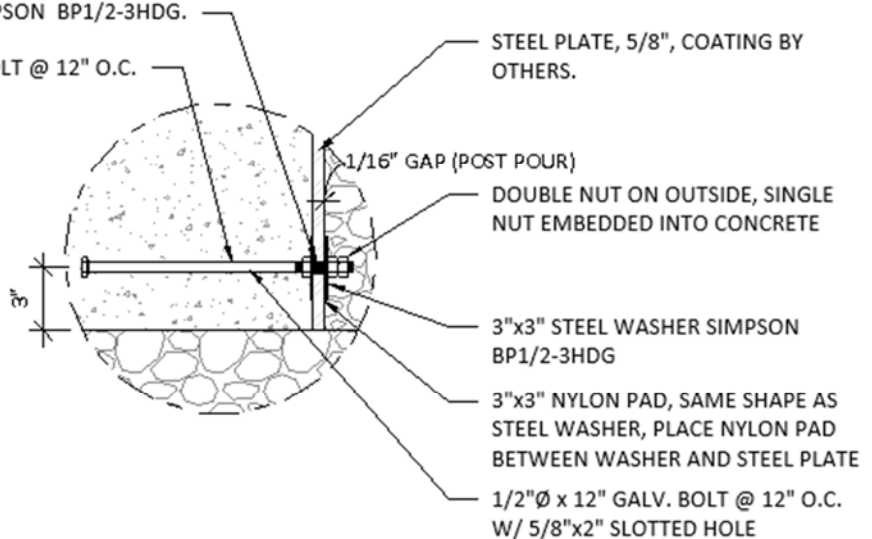
1/2"Ø x 12" GALV. BOLT @ 12" O.C. W/ 5/8"x2" SLOTTED HOLE

SEE ENLARGED DRAWINGS FOR CONNECTION REQUIREMENT TO ALLOW FOR STEEL MOVEMENT

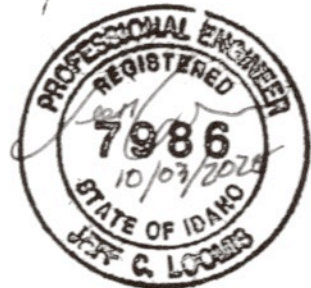
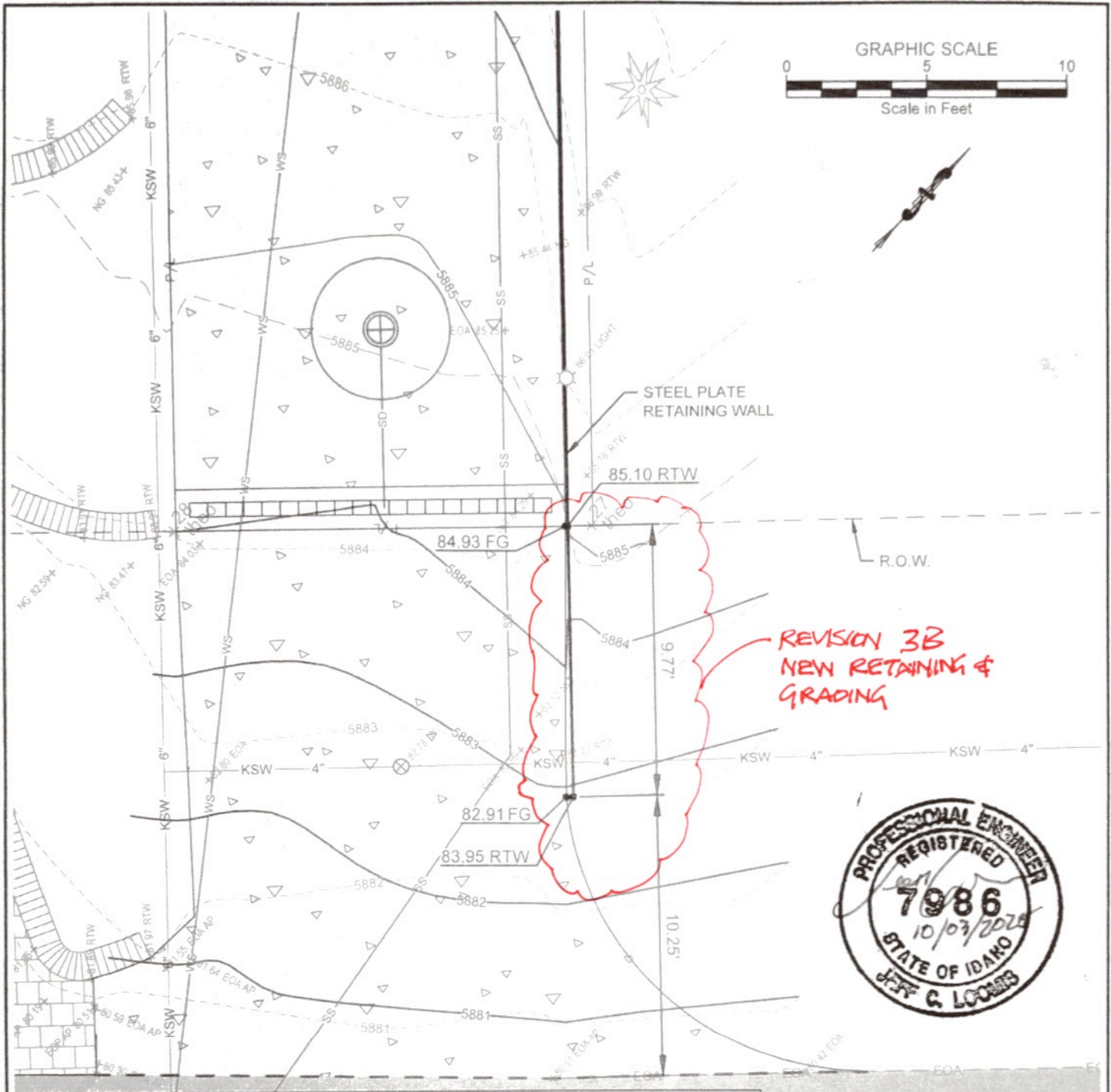
5/8"x2" SLOTTED HOLE, PROTECT SLOTTED HOLE
FROM BEING FILLED WITH CONCRETE WITH 3"x3"
STEEL WASHER SIMPSON BP1/2-3HDG.

EMBED CONCRETE CASTING NOTES: ONCE CONCRETE IS FINISHED SETTING THE BOLTS ARE TO BE IN THE MIDDLE OF THE SLOTTED HOLE WITH A 1/16" GAP TO ALLOW FOR STEEL PLATE TO MOVE. THE FOLLOWING ARE RECOMMENDED STEPS.

1. SETUP THE STEEL PLATE WITH THE ANCHOR BOLT PLACED IN THE MIDDLE OF THE SLOTTED HOLE THEN TIGHTEN THE NUTS ON EITHER SIDE OF THE PLATE TO PREVENT MOVEMENT DURING CONCRETE PLACEMENT.
2. ONCE CONCRETE IS FINISHED SETTING LOOSEN THE DOUBLE NUT ON THE OUTSIDE TO ALLOW FOR THE 1/16" GAP, THEN TIGHTEN THE DOUBLE NUT TO ITSELF.



ENLARGED SECTION



LEGEND

EXISTING ITEMS

- 5' Contour Interval
- 1' Contour Interval
- R.O.W.

PROPOSED ITEMS

- 5' Contour Interval
- 1' Contour Interval
- Steel Plate Wall
- Concrete Driveway



**GALENA - BENCHMARK
ENGINEERING**

Civil Engineers & Land Surveyors
100 Bell Drive
P.O. Box 733
Ketchum, Idaho 83340
(208) 726-9512

BUILDING PERMIT MODIFICATIONS RIGHT-OF-WAY GRADING

PROJECT INFORMATION
G:\BMA\Ketchum village\block 90\Lot 6a 671 e 5th\8002-01\dwg\Construction\8002_ENG Rev. 3.dwg

10/03/25

EXHIBIT B



City of Ketchum
Planning & Building

EXHIBIT "B"
RESIDENTIAL SNOWMELT INSTALLATION CERTIFICATE

PROPERTY OWNER'S NAME: 671 E. 5th STREET MANAGEMENT LLC
PROPERTY ADDRESS: 671 E. 5th STREET , KETCHUM IDAHO 83340
LEGAL DESCRIPTION: LOT 6A BLOCK #90
PARCEL NUMBER: RPK 0000090006CA

INSTALLATION CONTRACTOR INFORMATION

COMPANY NAME: THORNTON HEATING & SHEET METAL, INC
121 HOSPITAL DR, KETCHUM, IDAHO
CONTRACTOR ADDRESS: P.O. BOX 242 KETCHUM, IDAHO 83340
CONTRACTOR PHONE: (208) 471-0408
CONTRACTOR EMAIL: matt@thornton-heating.com

Pursuant to the requirements of Right-of-Way Encroachment Agreement # 22825, the installation contractor certifies the following:

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

X I certify that the boiler/heatpump/other (circle one) operates at a 97% percent efficiency.

Boiler/Heatpump Model Number: FTX 600

Other: NONE

X ~~I certify that geofabric will be installed under the pavers to ensure positive drainage off the driveway or sidewalk.~~ N/A- SLAB ON GRADE BEING INSTALLED WITH SURFACE TRENCH DRAIN TO DRYWELL FOR DRAINAGE & BELOW GRADE "KEY" SYSTEM FOR SECURING ON SLOPE

X 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.

X 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.

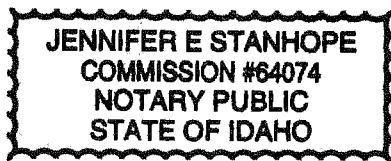
STATE OF Idaho)

) ss.

County of Blaine)

On this 17th day of October, 202~~2~~⁴, before me, the undersigned Notary Public in and for said State, personally appeared Anna Geist (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.



J.E.S.

Notary Public for Idaho

Residing at Blaine County

Commission expires 8-11-26

By, Installation Contractor:

Print Name: Matt Thornton

Signature: Matt Thornton

Date: 10-21-24

By, Owner:

Print Name: Anna Geist

Signature: [Signature]

Date: 10-17-24

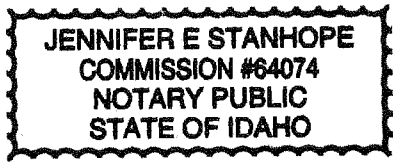
STATE OF Idaho)

) ss.

County of Blaine)

On this 21st day of October, 2024, before me, the undersigned Notary Public in and for said State, personally appeared Matt Thornton (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.



[Signature]

Notary Public for Idaho

Residing at Blaine County

Commission expires 8-11-26