

City of Ketchum

November 21, 2022

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Walnut & 4th Mixed-Use Building Amended FAR Exceedance Agreement 20595A, 580 E 4th Street Right-of-Way Encroachment 22814, and 331 N Walnut Avenue Right-of-Way Encroachment Agreement 22815.

Recommendation and Summary

Staff recommends the Ketchum City Council approve the attached Walnut & Fourth Mixed-Use Building Amended FAR Exceedance Agreement 20595A, 580 E 4th Street (Walnut & 4th Mixed-Use Building) Right-of-Way Encroachment Agreement 22814, and 331 N Walnut Avenue (Gold Mine) ROW Encroachment Agreement 22815 and adopt the following motions:

- "I move to authorize the Mayor to sign Amended FAR Exceedance Agreement 20595A with Walnut & Fourth LLC."
- "I move to authorize the Mayor to sign 580 E 4th Street (Walnut & 4th Mixed-Use Building) Right-of-Way Encroachment Agreement 22814 with Walnut & Fourth LLC."
- "I move to authorize the Mayor to sign 331 N Walnut Avenue (Gold Mine) Right-of-Way Encroachment Agreement 22815 with The Community Library Association."

The reasons for the recommendation are as follows:

- The Planning and Zoning Commission reviewed proposed modifications to the project plans approved for the Walnut & 4th Mixed-Use Building (Design Review Amendment Application File No. P20-046A) during their regular meeting on September 27th, 2022. The proposed changes included modifying the mixture and configuration of uses within the mixed-use building, including the community housing. The proposed modifications provide two community housing units within the basement—Community Housing Unit A has a total net-livable floor area of 1,104 square feet with an associated 52-square-foot detached storage area and Community Housing Unit B has a total net-livable floor area of 914 square feet with an associated 53-square-foot detached storage area.
- The Planning and Zoning Commission unanimously approved the modifications to the Walnut & Fourth Mixed-Use Building (Design Review Amendment P20-46A) with the condition that the amended FAR Exceedance Agreement be reviewed and approved by the Ketchum City Council prior to City approval of the building permit modifications.
- The applicant proposed changes to the right-of-way improvements proposed for the project, including surfacing the new 8-foot-wide sidewalk installed along Walnut Avenue with concrete instead of pavers. These modifications also proposed extending the right-of-improvements

along Walnut Avenue and installing new 8-foot-wide heated concrete sidewalks in front of the Gold Mine property. The proposed right-of-way improvements have been reviewed and approved by City Departments, including the City Engineer. The project requires a Right-of-Way Encroachment Permit for the heated paver and concrete sidewalks along 4th Street and Walnut Avenue.

Introduction and History

The Planning and Zoning Commission reviewed and approved Design Review Permit P20-046 for the proposed Walnut & 4th Mixed-Use Building on September 15th, 2020. The new mixed-use building is located at the southwest corner of Walnut Avenue and 4th Street within the Retail Core Subdistrict of the Community Core (CC-1 Zone). The project was issued a building permit (Application File No. B21-009) on June 22nd, 2021 and is currently under construction.

The Planning and Zoning Commission reviewed proposed modifications to the project plans approved for the Walnut & 4th Mixed-Use Building (Design Review Amendment Application File No. P20-046A) during their regular meeting on September 27th, 2022. The proposed changes included modifying the mixture and configuration of uses within the mixed-use building, including the community housing. The applicant also proposed changes to the right-of-way improvements proposed for the project, including surfacing the new 8-foot-wide sidewalk installed along Walnut Avenue with concrete instead of pavers. These modifications also proposed extending the right-of-improvements along Walnut Avenue and installing new 8-foot-wide heated concrete sidewalks in front of the Gold Mine property.

Analysis

Amended FAR Exceedance Agreement 20595A

The Ketchum City Council approved the Walnut & Fourth Mixed-Use Building Floor Area Ratio (FAR) Exceedance Agreement 20595 on April 19th, 2021. FAR Exceedance Agreement 20595 memorialized the applicant's community housing contribution in exchange for the FAR increase and approved a 1,488-square-foot community housing rental unit within the basement of the new mixed-use building targeted for Blaine County Housing Authority (BCHA) Income Category 4.

The Planning and Zoning Commission reviewed proposed modifications to the Walnut & 4th Mixed-Use Building (Design Review Amendment Application File No. P20-46A) during their regular meeting on September 27th, 2022. The proposed changes included modifying the mixture and configuration of uses within the mixed-use building, including the community housing. The project plans approved with the original project proposed one 1,488-square-foot community housing unit within the basement of the new mixed-use building. The proposed modifications provide two community housing units within the basement—Community Housing Unit A has a total net-livable floor area of 1,104 square feet with an associated 52-square-foot detached storage area and Community Housing Unit B has a total net-livable floor area of 914 square feet with an associated 53-square-foot detached storage area.

The total floor area of the two community housing units and associated storage areas is 2,123 square feet. The total net-livable floor area proposed for the two community housing contribution is 2,018 square feet, which is 1,190 square feet more than required for the FAR exceedance. The proposed modifications increase the total community housing contribution proposed for the project by 530 net-livable square feet. The two community housing rental units are proposed to be targeted for BCHA Income Category 4 or lower. The FAR Exceedance Agreement requires that: (1) the deed covenant for the community housing units be recorded prior to issuance of a Certificate of Occupancy for the

project and (2) the community housing units must be listed for rent through BCHA concurrent with the issuance of a Certificate of Occupancy by the City for the project.

The Planning and Zoning Commission unanimously approved the modifications to the Walnut & Fourth Mixed-Use Building (Design Review Amendment P20-46A) with the condition that the amended FAR Exceedance Agreement be reviewed and approved by the Ketchum City Council prior to City approval of the building permit modifications. Amended FAR Exceedance Agreement 20595A is included as Attachment A to the Staff Report for the City Council's review and approval.

Right-of-Way Encroachment Agreements

The applicant also proposed changes to the right-of-way improvements for the Walnut & 4th Mixed-Use Building project. These modifications proposed modifying a portion of the sidewalk along Walnut Avenue from heated pavers to heated concrete. These modifications also proposed extending the heated concrete sidewalk improvements along Walnut Avenue through the street frontage adjacent to the Gold Mine property located at 331 N Walnut Avenue. The proposed right-of-way improvements have been reviewed and approved by City Departments, including the City Engineer. The project requires a Right-of-Way Encroachment Permit for the heated paver and concrete sidewalks along 4th Street and Walnut Avenue. Right-of-Way Encroachment Agreement 22814 for the new 8-foot-wide heated paver and heated concrete sidewalks installed for the Walnut & 4th Mixed-Use Building located at 580 E 4th Street is included as Attachment B to the Staff Report. Right-of-Way Encroachment Agreement 22815 for the new 8-foot-wide heated concrete sidewalk extension in front of the Gold Mine property located at 331 N Walnut Avenue is included as Attachment C to the Staff Report.

Pursuant to Ketchum Municipal Code §12.12.040.C, a Right-of-Way Encroachment Permit is required for any permanent fixture to the ground or a building is installed in the public right-of-way. The standards for issuance of a Right-of-Way Encroachment Permit are specified in Ketchum Municipal Code §12.12.060. The City Council has the authority to review and approve all permanent encroachments within the public right-of-way associated with a development project pursuant to Ketchum Municipal Code §17.96.030.C. 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 agreement also obligates the property owner to install, maintain, and repair the permanent encroachments, including the snowmelt system for the public sidewalks.

Permanent encroachments within the right-of-way must be in the public interest pursuant to Ketchum Municipal Code §12.12.060.A. The proposed encroachments are in the public interest because the snowmelt system will prevent the accumulation of snow and ice on the sidewalks along Walnut Avenue and 4th Street and will maintain safe pedestrian access during winter. The improvements will not impact the use or operation of the street, decrease the number of on-street parking spaces, or impact drainage or snow removal along Walnut Avenue or 4th Street. The heated sidewalk system meets the City's energy efficiency requirements for snowmelt systems installed within the public rights-of-way in downtown Ketchum.

Sustainability

The project does not limit the ability of the city to reach the goals of the Ketchum Sustainability Action Plan – 2020. The project has been designed to meet all standards specified in the 2018 International Energy Conservation Code and the City of Ketchum's Green Building Codes provided in Chapter 15.20

of Ketchum Municipal Code. The proposed snowmelt system as specified in Exhibit A of Right-of-Way Encroachment Agreement 22814 (Attachment B) and Right-of-Way Encroachment Agreement 22815 (Attachment C) meets the City's snowmelt requirements for commercial projects.

Financial Impact

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

Attachments

- A. Amended FAR Exceedance Agreement 20595A
- B. 580 E 4th Street Right-of-Way Encroachment Agreement 22814
- C. 331 N Walnut Ave Right-of-Way Encroachment Agreement 22815

Attachment A: Amended FAR Exceedance Agreement 20595A

FAR EXCEEDANCE AGREEMENT #20595A

Parties:

City of Ketchum	"City"	P.O. Box 2315, 191 W 5 th Street, Ketchum, Idaho 83340
Walnut & Fourth LLC	"Owner"	Mailing: 313 N Water Avenue, Idaho Falls, Idaho 83402 Physical Address: 580 E 4 th Street, Ketchum, Idaho 83340

This FAR Exceedance Agreement ("Agreement") is made between the City of Ketchum, a municipal corporation of the state of Idaho, and Walnut & Fourth LLC, a limited liability corporation, the owner of the development project.

RECITALS

- A. Pursuant to the City's authority under the Idaho Local Land Use Planning Act, the Ketchum Municipal Code ("K.M.C.") Chapter 17.124 provides for certain development standards, including maximum floor area ratio (FAR) standards under K.M.C. 17.124.040 Floor Area Ratios and Community Housing. These standards are intended to protect the public interest, health, general welfare, and provision of public services. The City has provided options for development proposals to potentially exceed the allowable FAR in exchange for mitigation of the impacts of such larger development, particularly as focused on affordable community and workforce housing. K.M.C. 17.124.040(B).
- B. Litigation was brought challenging the constitutionality and legality of the City's FAR standards in relation to the inclusionary housing incentive under K.M.C. 17.124.040 that was voluntarily dismissed.
- C. The City has adopted Resolution 17-006 which provides for the Parties to proceed with the FAR standards and options under K.M.C. 17.124.040, so long as the Parties voluntarily opt into a FAR Exceedance Agreement, making clear they are voluntarily opting by contract into use of such FAR standards and mitigation measures and are waiving any claims or demands related to any legal challenge to K.M.C. 17.124.040.

THEREFORE, in consideration of the mutual agreement herein contained and subject to the terms and conditions stated, it is hereby understood and agreed by the Parties as follows:

1. **Attestation of Developer.** Developer, by this Agreement, attests that the City has disclosed potential litigation challenging K.M.C. 17.124. Developer desires to voluntarily proceed on the development proposal, including proposal of exceedance of FAR

4th & Walnut Mixed-Use Building Amended FAR Exceedance Agreement - 1 Contract #20595A

- standards and accompanying mitigation measures, using the approach and standards as set forth in K.M.C. 17.124.
- 2. Waiver and Release of Claims. Developer, by this Agreement, waives and releases any claims, demands, challenges, claims for reimbursement or refund, and/or damages now or in the future deriving from or relying on the outcome of future litigation substantially challenging the validity of K.M.C. 17.124 and its standards. It is Developer's intent to accept and proceed with such standards as outlined in K.M.C. 17.124 for Developer's development plan for purposes of allowable FAR and Developer voluntarily and knowingly accepts the mitigation measures as proposed.
- 3. **FAR Exceedance Consideration.** In consideration for Developer's attestation and waiver, the City agrees to consider their exceedance proposal and will currently consider and evaluate Developer's proposed FAR exceedance and accompanying mitigation measures within the framework and standards of K.M.C. 17.124.040, attached hereto as Exhibit A and made a part of this Agreement.
- 4. **Maximum FAR and Mitigation.** The Parties hereby agree to an allowable maximum floor area ratio and accompanying mitigation measures as set forth in Exhibit B, attached hereto and made a part of this Agreement.
- 5. **Withdrawal.** Developer may withdraw from this Agreement upon thirty days notice to City provided that Developer has not commenced building and has received no benefit from a maximum FAR exceedance. Withdrawal shall cause an immediate reversion to the permitted gross FAR as set forth in Exhibit A: K.M.C. 17.124.040(A) at the time of this Agreement.
- 6. **Amendments.** This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement in writing duly executed by the parties.
- 7. **No Assignment.** Developer shall not sell, assign, or transfer all or any portion of its interest in this Agreement at any time without consent of the City.
- 8. **Binding Effect.** This Agreement shall be binding upon the heirs, estates, personal representatives, successors, and assigns of the parties.
- 9. **Attorney Fees and Costs.** In the event any action is brought to enforce this Agreement, the prevailing party is entitled to an award of reasonable attorney fees and costs.
- 10. **Notices.** Any notice under this Agreement shall be in writing and shall be treated as duly delivered if the same is personally delivered or deposited in the United States mail,

certified, return receipt requested, postage prepaid, and properly addressed to the contacts as specified at the beginning of this Agreement.

- 11. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision of this Agreement is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- 12. Waiver: The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referenced in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.
- 13. **Execution and Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument.

DATED THIS DAY OF NOVEMBER 2022.					
Developer	City of Ketchum, Idaho				
Ryan Kirkham Walnut & Fourth LLC	Neil Bradshaw, Mayor				
	Attest:				
	Tront Donat City Clark				
	Trent Donat, City Clerk				

STATE OF IDAHO,)	
County of Blaine.) ss.	
and for said State, personally appeared Rya	2022, before me, the undersigned Notary Public in in Kirkham, known to me to be a member of Walnut d the foregoing instrument and acknowledged to me
IN WITNESS WHEREOF, I have hereuand year first above written.	unto set my hand and affixed my official seal the day
	Notary Public for
	Residing at Commission expires
STATE OF IDAHO)) ss. County of Blaine)	
for said State, personally appeared Neil Brathe CITY OF KETCHUM, IDAHO, and the pers	21, before me, the undersigned Notary Public in and dshaw, known or identified to me to be the Mayor of on who executed the foregoing instrument on behalf dged to me that said municipal corporation executed
IN WITNESS WHEREOF, I have here certificate first above written.	unto set my hand and seal the day and year in this
	Notary Public for
	Residing at Commission expires

17.124.040: FLOOR AREA RATIOS AND COMMUNITY HOUSING:

A. General Requirements: All new buildings and alterations to existing buildings in the GR-H, T, T-3000, T-4000 and CC zoning districts, unless otherwise specified in this title, shall be subject to the maximum floor area ratio (FAR) described below. Hotels that meet the definition of "hotel" found in chapter 17.08 of this title may exceed the floor area listed in the table below subject to section 17.124.050 of this chapter.

Districts	Permitted Gross FAR	Inclusionary Housing Incentive
GR-H	0.5	1.4
Т	0.5	1.6
T-3000	0.5	1.6
T-4000	0.5	1.6
СС	1.0	2.25

B. Inclusionary Housing Incentive:

- 1. The purpose of this section is to encourage new development to include a reasonable supply of affordable and resident occupied workforce housing for sale or rent, to help meet the demand and needs for housing of the community's employees. Land within the zoning districts specified in the table above may be built to the listed permitted FAR. As an incentive to build community housing units, floor area may be increased up to the maximum FAR listed in said table with inclusionary housing incentive.
- 2. An increased FAR may be permitted subject to design review approval, and provided, that all of the following conditions are met:
 - a. A minimum of twenty percent (20%) of the total increase in gross floor area above the greater of the permitted FAR is deed restricted in perpetuity as community housing unit(s). Of this gross square footage, a fifteen percent (15%) reduction will be allowed as a standard discount from gross square footage to net livable square footage for community housing units.
 - b. After calculating net livable square footage, an allowance can be made for projects with demonstrated groundwater issues as documented by a registered engineer. Upon determination by the city that groundwater on the subject property precludes underground parking, a credit of three hundred fifty (350) square feet per required parking space shall be subtracted from the net livable square footage prior to the calculation for the twenty percent (20%) deed restricted community housing. Parking space credit shall be rounded to the nearest whole number, and shall not be calculated as fractions.
 - c. Community housing requirements may be paid via a fee in lieu of housing. The community housing units times the fee equals the amount due to the city. The fee in lieu shall be recommended by the governing housing authority on an annual basis and adopted by the city council. For fractions of units, the developer has the option of providing a full housing unit

- rather than paying the fee in lieu or working with the city or other nonprofit entity to construct the balance of the community housing unit with additional funds.
- d. All community housing units, either for sale or rent, shall be administered by the governing housing authority, unless otherwise determined by the city council. The governing housing authority shall recommend the types and locations of all proposed community housing units for approval by the city.
- e. The community housing units shall be targeted for Blaine County housing authority income category 4 (100 percent or less of area median income). The applicant may seek the recommendation of the governing housing authority in the determination of an alternative category with corresponding adjustment in the amount of community housing required. Said recommendation, if mutually agreed upon by the applicant and the commission, may be used in place of category 4. This allowance shall be based on need for the category type. The definition of who may qualify to purchase affordable housing shall be maintained in the guidelines of the governing housing authority as adopted by the city council.
- f. The city's primary goal is to see the development of and encourage the construction of community housing units, but realizes that other options will also move the city closer to its goal of housing the workforce. With this in mind, the following options for fulfillment of the community housing incentive are available to the applicant outright. These include, but are not limited to:
 - (1) Housing constructed by the applicant on or off site, within the city of Ketchum;
 - (2) Payment of an in lieu fee; or
 - (3) Acquisition of existing housing stock that meets with the governing housing authority's requirements and approval.
- g. In addition to those outright options noted in this section, the city council may consider alternative proposals by the applicant to fulfill the community housing incentive. The city council has full discretionary power to determine said request. Options for fulfillment of the community housing incentive include, but are not limited to:
 - (1) Land conveyance to the city;
 - (2) Existing housing unit buy down or mortgage buy down; or
 - (3) Other proposals and options as approved by the city council.
- 3. In the CC district, the maximum floor area incentive applies to buildings up to three (3) stories in height. Buildings above three (3) stories may exceed the 2.25 FAR maximum only in accordance with the pertinent code provisions allowing for a fourth floor (for example, hotels, PUDs and 100 percent community housing project, etc.). For hotel uses, community housing calculations apply to all those portions of the hotel development except the hotel units, which are addressed pursuant to employee housing of this chapter. (Ord. 1135, 2015)

EXHIBIT B

AMENDED FAR EXCEEDANCE AGREEMENT 20595A COMPLIANCE

PROJECT: Walnut and 4th Mixed-Use Building

APPLICATION FILE NUMBERS: Design Review P20-046, Design Review Amendment P20-46A,

Lot Line Shift P21-015, and Building Permit B21-009

DEVELOPER & PROPERTY OWNER: Walnut & Fourth LLC

LOCATION: 580 E 4th Street (Ketchum Townsite: Block 44: Lot

7A)

ZONING: Retail Subdistrict of the Community Core (CC-1)

BACKGROUND:

1. The Planning and Zoning Commission approved Design Review Permit P20-046 for the Walnut and 4th Mixed-Use Building project on September 15th, 2020. The project includes the construction of a new two-story mixed-use building located at the southwest corner of 4th Street and Walnut Avenue and associated site improvements.

- 2. The project site is located at 580 E 4th Street (Ketchum Townsite: Block 44: Lot 7A) within the Retail Core Subdistrict of the Community Core (CC-1 Zone). The total area of the project site is 16,513 square feet, which conforms to the minimum area required for lots in the CC-1 Zone.
- 3. The mixed-use building has a proposed Floor Area Ratio (FAR) of 1.30 (21,383 gross square feet/16,513 square feet lot area).
- 4. The Ketchum City Council approved Floor Area Ratio (FAR) Exceedance Agreement Contract #20595, recorded as Instrument number #682499 in records of Blaine County, on April 19th, 2021. The FAR Exceedance Agreement memorialized the applicant's community housing requirement in exchange for the project's increased FAR. FAR Exceedance Agreement Contract #20595 approved a 1,488-square-foot community housing rental unit within the basement of the new mixed-use building targeted for Blaine County Housing Authority Income Category 4.
- 5. The project was issued a building permit (Application File No. B21-009) on June 22nd, 2021 and is currently under construction.

- 6. The Planning and Zoning Commission reviewed proposed modifications to the approved project plans for the Walnut & 4th Mixed-Use Building (Design Review Amendment Application File No. P20-046A) during their regular meeting on September 27th, 2022. The proposed changes included modifying the mixture and configuration of uses within the mixed-use building, including the community housing. The proposed modifications provide two community housing units within the basement—Community Housing Unit A has a total net-livable floor area of 1,104 square feet with an associated detached 52-square-foot storage area and Community Housing Unit B has a total net-livable floor area of 914 square feet with an associated detached 53-square-foot storage area.
- 7. The Commission unanimously approved the modifications proposed with Design Review Amendment P20-46A with the condition that FAR Exceedance Agreement 20595 be revised to reflect the modified project and that the amended agreement must be reviewed and approved by the Ketchum City Council prior to City approval of the modified project plan submitted by the applicant to amend Building Permit B21-009.

EXCEEDANCE ANALYSIS

Floor Area Ratios and Community Housing (Ketchum Municipal Code §17.124.040)

Permitted Gross FAR in Community Core Subdistrict 1 (CC-1): 1.0 Permitted Gross FAR with Inclusionary Housing Incentive: 2.25

Walnut and Fourth Mixed-Use Building Proposed Gross Floor Area: 21,383 gross square feet

Lot Area: 16,513 square feet lot area

FAR Proposed: 1.30 (21,383 gross square feet/16,513 square feet lot area)

Increase Above Permitted FAR: 4,870 square feet

20% of Increase: 974 square feet

Net Livable (15% Reduction): 828 square feet

The applicant has proposed to provide two community housing units within the mixed-use building as shown on the attached basement-level floor plan (Sheet A01). Community Housing Unit A has a total net-livable floor area of 1,104 square feet with an associated detached 52-square-foot storage are. Community Housing Unit B has a total net-livable floor area of 914 square feet with an associated detached 53-square-foot storage area.

The total floor area of the two community housing units and associated storage areas is 2,123 square feet. The total net-livable floor area for the community housing contribution is 2,018 square feet, which is 1,190 square feet more than required for the FAR exceedance.

Community Housing Contribution Proposal

The applicant proposes to:

1. Provide two community housing rental units within the basement of the mixed-use building as shown on attached Sheet A01. Community Housing Unit A has a total net-livable floor area

Walnut & Fourth Mixed-Use Building

Amended FAR Exceedance Agreement 20595A

Exhibit B

- of 1,104 square feet with an associated detached 52-square-foot storage are. Community Housing Unit B has a total net-livable floor area of 914 square feet with an associated detached 53-square-foot storage area.
- 2. Target subject community housing unit for Blaine County Housing Authority (BCHA) Income Category 4 or lower. The tenant chosen to occupy the unit shall be selected from the BCHA database of qualified households.
- 3. The deed covenant for the community housing units shall be recorded prior to issuance of a Certificate of Occupancy for the project.
- 4. The community housing units shall be listed for rent through BCHA concurrent with the issuance of a Certificate of Occupancy by the City for the project.

BASEMENT

NET AREA-WORKFORCE HOUSING	2018 SF
NET AREA-WORKFORCE HOUSING	105 SF
	2123 SF
LEVEL 1	
NET AREA - FOOD SERVICE	2489 SF
	2489 SF
NET AREA-CULTURAL	3252 SF
	3252 SF
NET AREA-RETAIL	1138 SF
NET AREA-RETAIL	808 SF
NET AREA-RETAIL	1342 SF
	3288 SF
LEVEL 2	
NET AREA-OFFICE	4999 SF
	4999 SF
NET AREA-RESIDENTIAL	1922 SF
NET AREA-RESIDENTIAL	1886 SF
	3809 SF
BUILDING AREA	19960 SF

TOTAL GROSS BUILDING AREA = 11,215 + 10,744 = 21,383

TOTAL NET BUILDING AREA = 19,960

LOT AREA: 16,371

FAR: 1.3

TOTAL GROSS BUILDING AREA = 11,215 + 10,744 = 21,383

TOTAL NET BUILDING AREA = 24,276

LOT AREA: 16,371

FAR: 1.3

CITY OF KETCHUM AREA DEFINITION:

Floor area, gross: The sum of the horizontal area of the building measured along the outside walls of each floor of a building or portion of a building, including stair towers and elevators on the ground floor basements, and each dealer are the plate height, but not lead dealer appears. underground parking areas or open unenclosed decks. Parking areas covered by a roof or portion of the building and enclosed on three or more sides by building walls are included. Four parking stalls for developments on single Ketchum Town Site lots of 5,600 square feet in size or less are not included in the gross floor area calculation.

Floor area increase: The gross and net floor area of a building allowed in addition to the permitted floor area in exchange for the provision of community housing units within the project, all of which are considered to be

Floor area, net: The sum of the horizontal areas of all floors in a building including basements but not including open unenclosed decks, interior or exterior circulation, mechanical equipment rooms, parking areas, common areas, public bathrooms or storage areas in basements.

Floor area ratio or far: The product of the floor area divided by the lot area (example 2,750 square feet floor area/5,500 square feet lot area = 0.5 FAR)



ENSITIO REVISION SCHEDULE NO. DATE DESCRIP. DESIGN REVIEW P20-A46 4TH LLC 10 **∞**ŏ AMENDMENT WALNUT **BASEMENT** AREA PLAN A01 ISSUE DATE: 08/16/22

NET AREA-WORKFORCE HOUSING

Attachment B: 580 E 4th Street Right-of-Way Encroachment Agreement 22814

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 22814

THIS AGREEMENT, made and entered into this _____day of November, 2022, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho 83340 and Ryan Kirkham, representing WALNUT & FOURTH LLC, (collectively referred to as "Owner"), whose address is 313 N Water Avenue, Idaho Falls, Idaho 83402.

RECITALS

WHEREAS, Owner is the owner of real property described as 580 E 4th Street ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit the placement of a hydronic snowmelt system and pavers for the new sidewalks that are required for the development of the Walnut & Fourth Mixed-Use Building Project within the public rights-of-way along Walnut Avenue 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

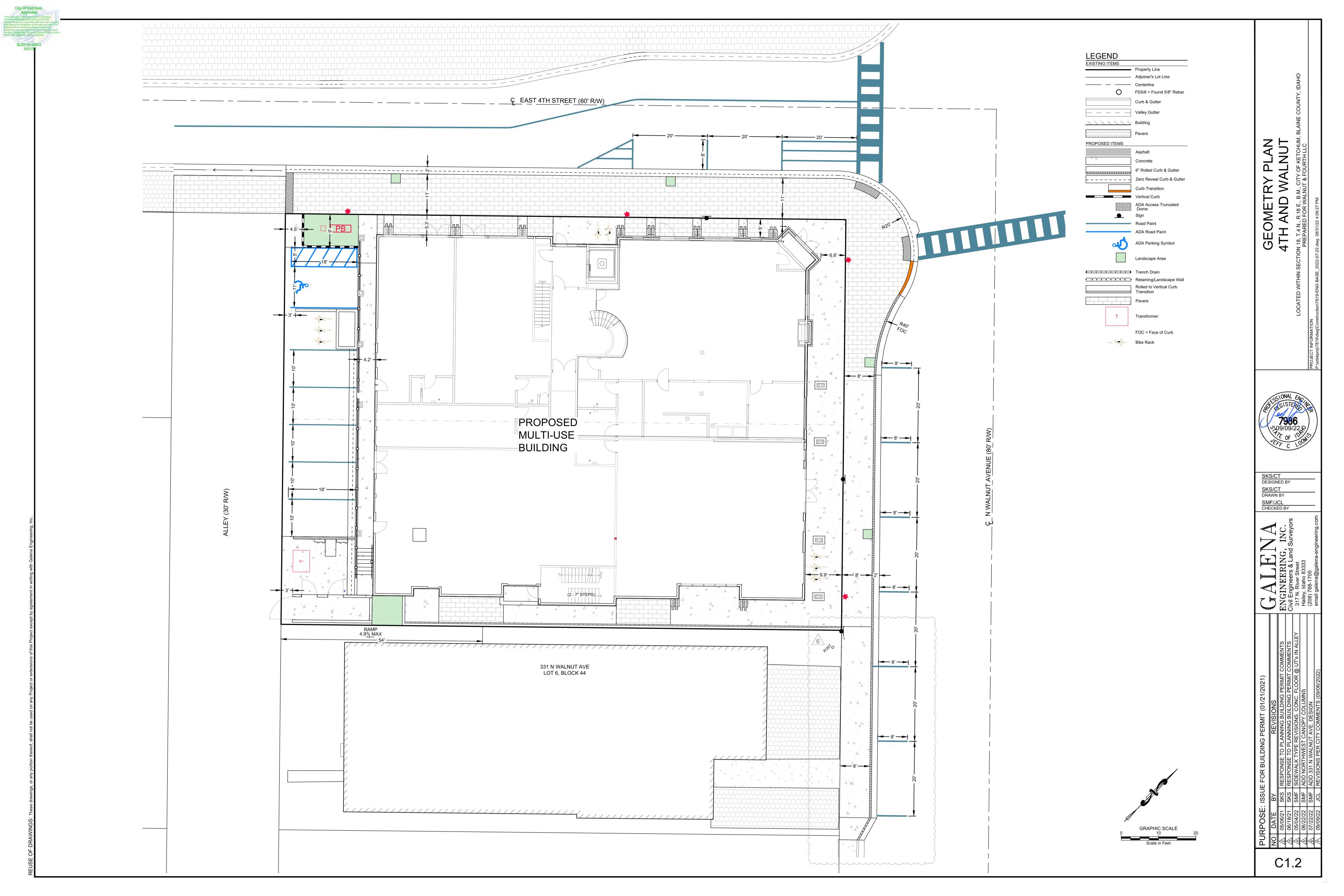
- 1. Ketchum shall permit Owner to install a hydronic snowmelt system and pavers for the new sidewalks identified in Exhibit "A" within the public rights-of-way on Walnut Avenue and 4^{th} Street, until notified by Ketchum to remove the infrastructure at which time Owner shall remove infrastructure at 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 and operate at all times during the winter according to the following:

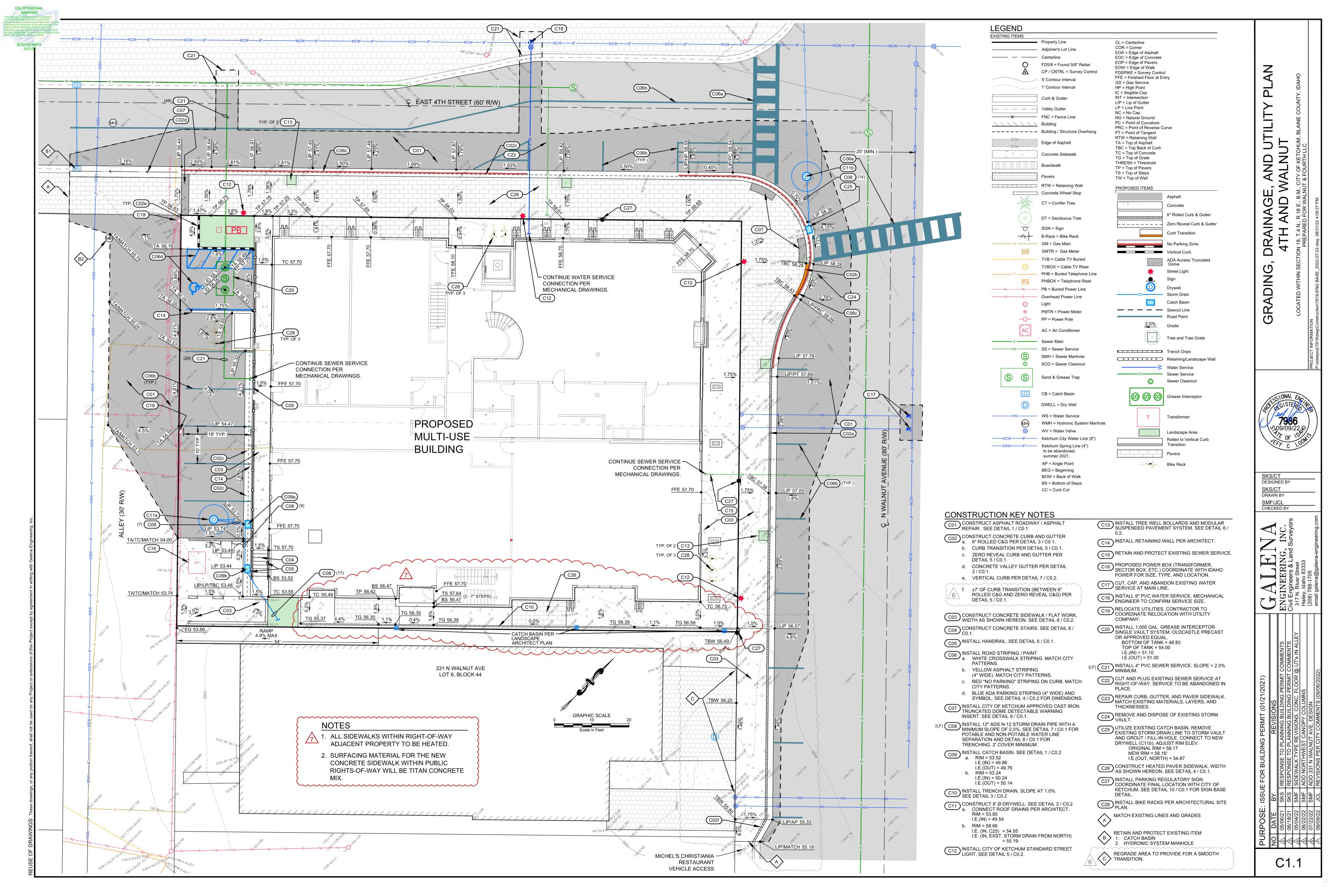
- The system shall meet the requirements of the International Energy Conservation Code (2018 IECC, 403.12.2)
- The system shall have an electronic main control board to operate the system that is programmable and optimizes the way the system functions.
- Installation of in-ground control sensors linked 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.

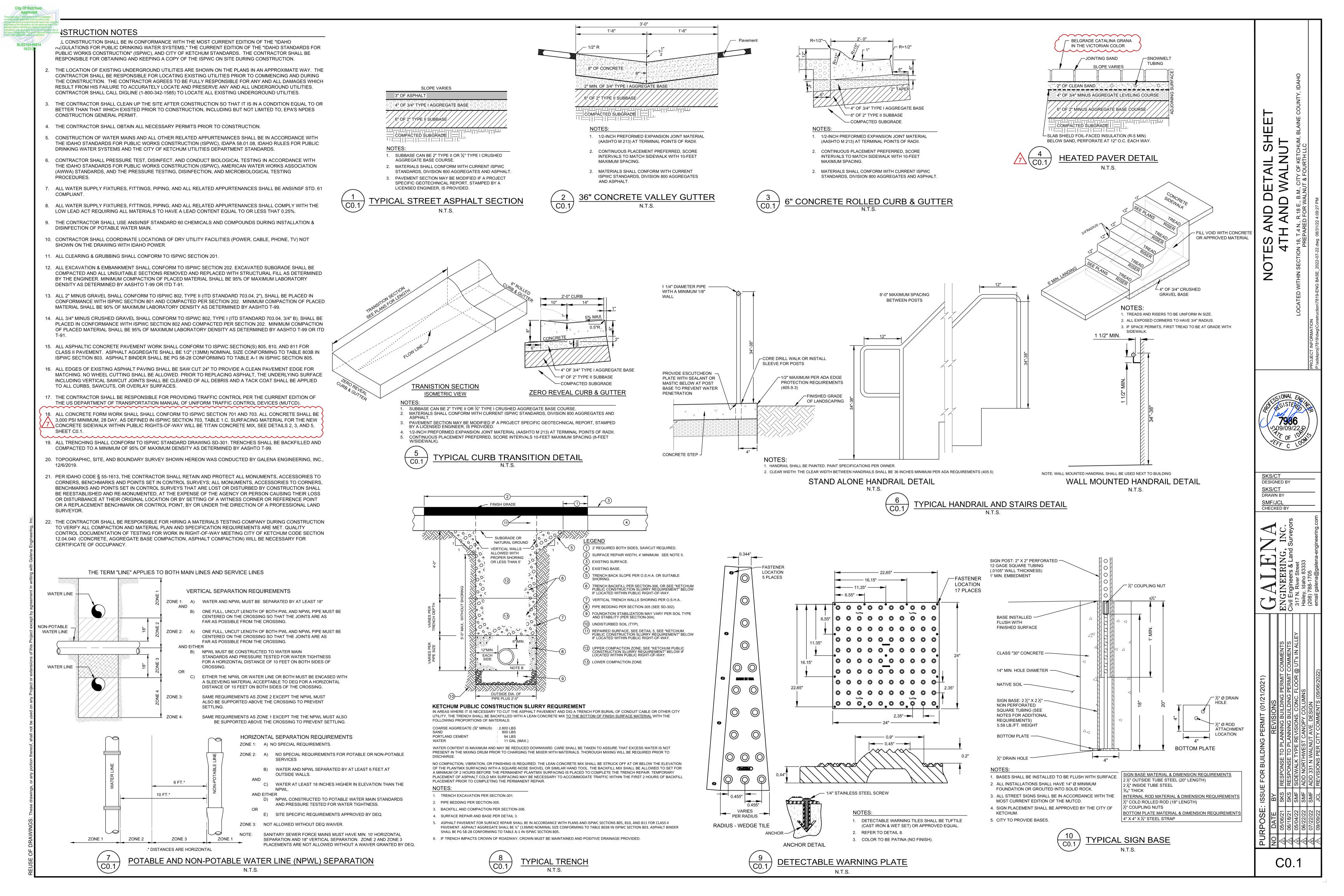
- 10. This Agreement sets forth the entire understanding of the parties hereto and shall not be changed or terminated orally. It is understood and agreed by the parties hereto that there are no verbal promises or implied promises, agreements, stipulations or other representations of any kind or character 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.

OWNER:	CITY OF KETCHUM:
By: Ryan Kirkham Walnut & Fourth LLC	By: Neil Bradshaw Its: Mayor
STATE OF,)	
On this day of, 2022, and for said State, personally appeared RYAN KIF of WALNUT & FOURTH LLC and the person vacknowledged to me that he executed the same.	
IN WITNESS WHEREOF, I have hereunto day and year first above written.	set my hand and affixed my official seal the
	Notary Public for Residing at Commission expires
STATE OF IDAHO)) ss. County of Blaine)	
On this day of, 2022, land for said State, personally appeared NEIL BRAMayor of the CITY OF KETCHUM, IDAHO, arinstrument on behalf of said municipal corporation corporation executed the same.	nd the person who executed the foregoing
IN WITNESS WHEREOF, I have hereunto certificate first above written.	set my hand and seal the day and year in this
	Notary Public for Residing at Commission expires

EXHIBIT "A"



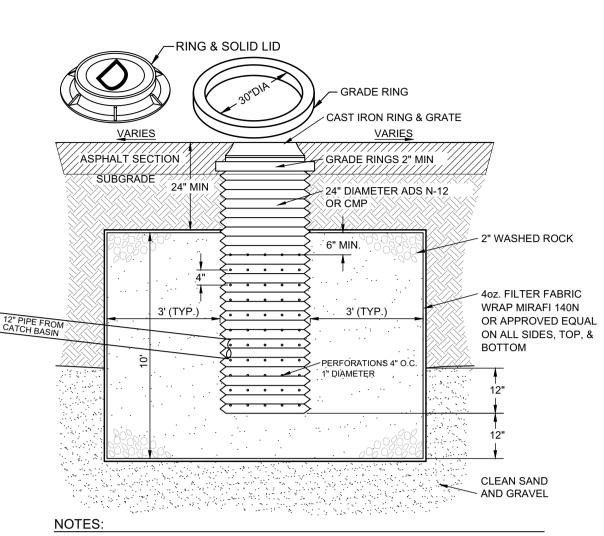




SECTION "Y"-"Y"

30" DIAMETER CATCH BASIN

CURB INLET



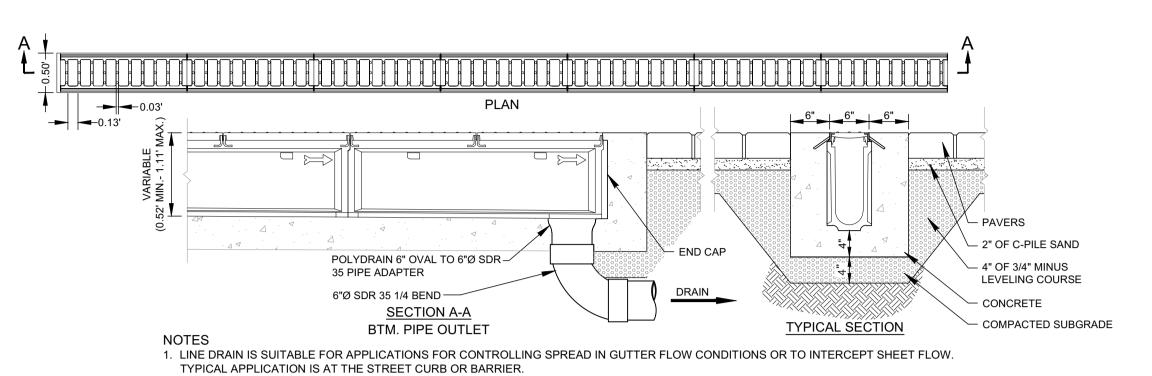
1. THE BED SHALL BE EXCAVATED A MINIMUM OF 24" INTO CLEAN SAND AND GRAVEL.

- 2. MAXIMUM DEPTH SHALL NOT EXCEED 12 FEET. 3. IF CLEAN SAND AND GRAVEL IS NOT ENCOUNTERED WITHIN 12 FEET, THE CONTRACTOR SHALL CONTACT THE DESIGN ENGINEER.
- 4. GRATE OR SOLID LID AS APPROVED BY CITY OF KETCHUM.

C0.2

SECTION "X"-"X"

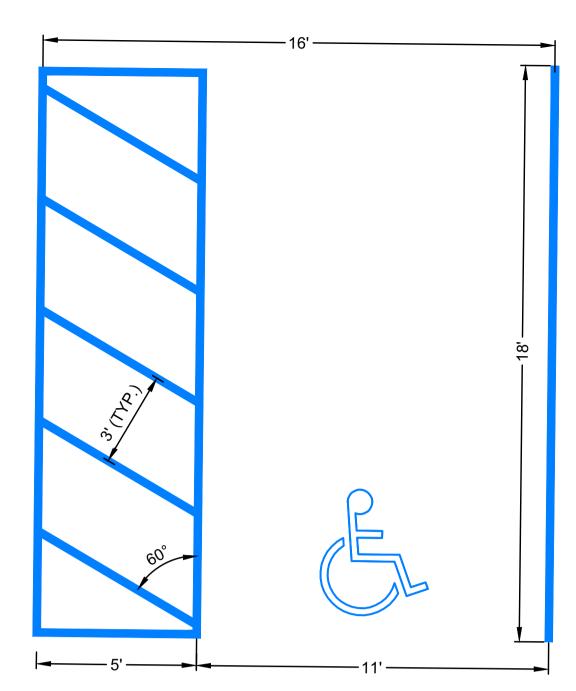
DRYWELL DETAIL (8' Ø)



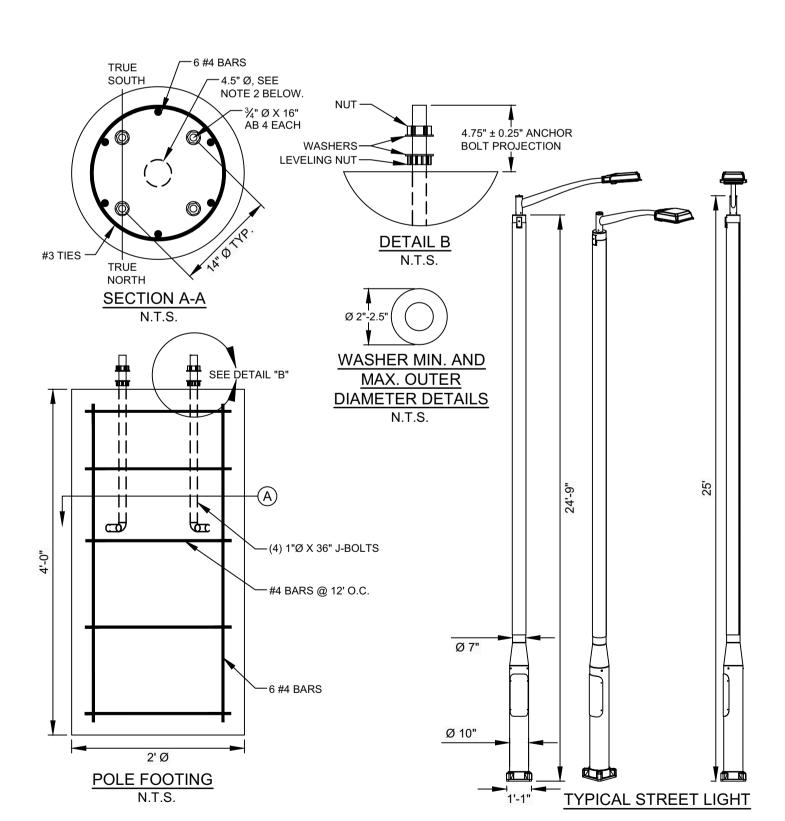
2. THE FRAME AND GRATE IS SUITABLE FOR PEDESTRIAN AND BICYCLE TRAFFIC AND RATED FOR H-25 AND HS-25 LOADS.

- 3. CONCRETE THICKNESS, TYPE, AND AMOUNT OF REINFORCEMENT TO BE SAME AS ADJACENT PAVEMENT OR GREATER. PERFORM STRUCTURAL ANALYSIS TO DETERMINE REQUIREMENTS FOR APPLICATION.
- 4. TOP OF GRATE TO BE INSTALLED FLUSH TO 1/8 IN BELOW FINISHED GRADE. BEVEL CONCRETE TO TOP OF GRATE IF BELOW FLUSH.

TRENCH DRAIN DETAIL ABT INTERCEPTOR LINE DRAIN OR APPROVED EQUAL) N.T.S.



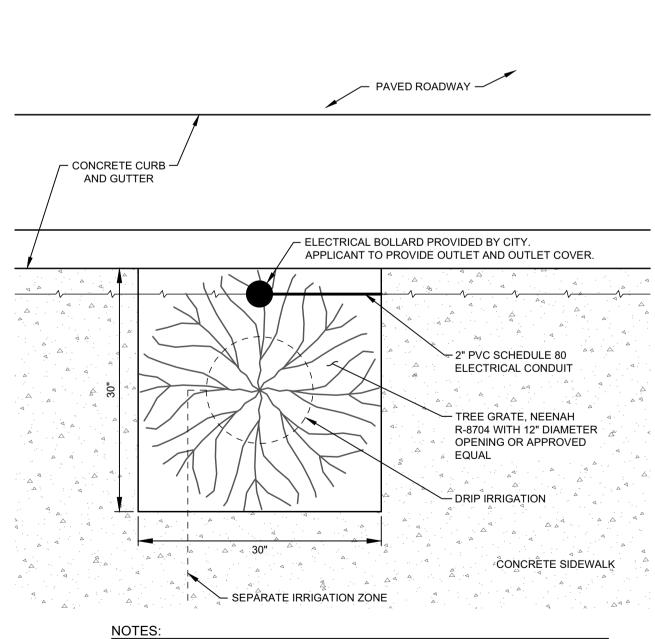




1. STREET LIGHT IS SOLARONE RFS DESIGN 158 LFP OR APPROVED EQUAL.

- 2. ANY CONDUITS AND/OR GROUNDING WIRES MUST BE HARDWIRED AND CONTAINED WITHIN A 4.5" Ø CIRCLE CENTERED ON THE FOUNDATION. GROUNDING ELECTRODE WIRE AND AC SUPPLY WIRE (IF REQUIRED) ARE 5' MIN. ABOVE THE BASE.
- 3. ANCHOR BOLT ORIENTATION TO TRUE NORTH/SOUTH IS ONLY RELEVANT FOR OFF-GRID SOLAR POLES. DISREGARD FOR GRID-TIED POLES.
- 4. GROUNDING WIRE MUST BE 60" FROM BASE SO IT CAN REACH THE GROUNDING LUG INSIDE THE POLE.
- 5. STREET LIGHT SHALL BE 25' IN HEIGHT OR AS APPROVED BY CITY OF KETCHUM.

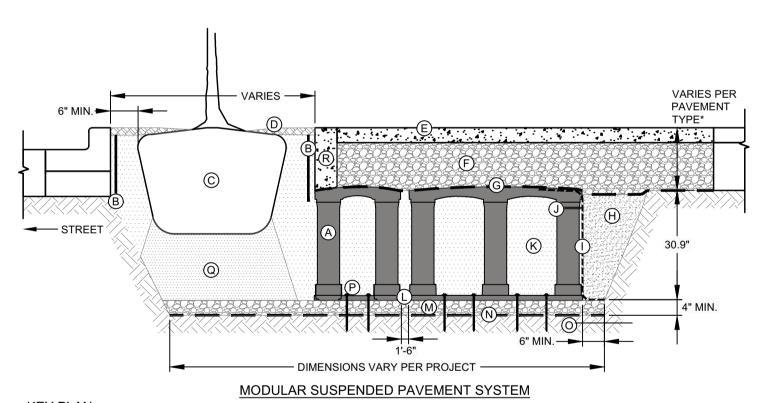




1. TREE TO BE 3" MINIMUM CALIPER AUTUMN BLAZE MAPLE OR APPROVED EQUAL.

- 2. CITY OF KETCHUM REQUIRES DRIP IRRIGATION TO BE ON A SEPARATE ZONE WITH HUNTER/RAINWISE SMART CLOCK, OR APPROVED EQUAL, FOR REMOTE ACCESS BY CITY.
- 3. APPLICANT TO CONNECT AND PROVIDE CONDUITS, WIRING, AND SEPARATE CIRCUIT, OR TIE TO A CITY CIRCUIT FOR POWER.
- 4. NO DIRECT BURIAL WIRE PERMITTED.
- 5. TREE INSTALLATION TO BE MODULAR SUSPENDED PAVEMENT SYSTEM. SEE TREE WELL SECTION VIEW, DETAIL 2.

PLAN VIEW



*MINIMUM PAVEMENT PROFILE

3" PAVER

4" ASPHALT

OPTIONS TO MEET H-20 LOADING

+ AGGREGATE

+ 4" AGGREGATE

+ 12" AGGREGATE

+ 12" AGGREGATE

.. + 5" CONCRETE

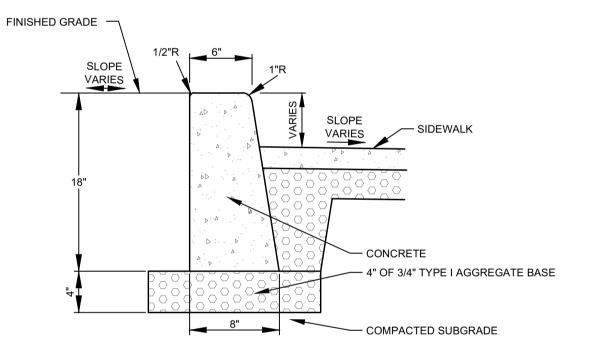
KEY PLAN: A. SILVA CELL SYSTEM (DECK, BASE, AND POSTS) OR APPROVED EQUAL.

- B. DEEPROOT ROOT BARRIER, 12" OR 18", DEPTH DETERMINED BY THICKNESS OF PAVEMENT SECTION, INSTALL DIRECTLY ADJACENT TO CONCRETE EDGE RESTRAINT. PREVENTS ROOTS FROM DISTURBING PAVEMENT. C. TREE ROOT PACKAGE, SIZE VARIES
- D. TREE OPENING TREATMENT, PER PROJECT SPECIFICATIONS
- E. SURFACE TREATMENT, PER PROJECT
- F. AGGREGATE BASE COURSE, DEPTH VARIES PER PROJECT
- G. GEOTEXTILE TO KEEP AGGREGATE FROM MIGRATING DOWN THROUGH CELL DECK
- H. BACKFILL, PER PROJECT SPECIFICATIONS
- GEOGRID TO PROVIDE FOR VERTICAL SEPARATION BETWEEN PLANTING SOILS AND BACKFILL WHILE ALLOWING ROOT PENETRATION INTO ADJACENT SOILS. 6" (150 mm) TOE (OUTWARD FROM BASE) AND 12" (305 mm) EXCESS (OVER TOP
- J. CABLE TIE, ATTACHING GEOGRID TO SILVA CELL AT BASE OF UPPER POST FLARE
- K. PLANTING SOIL, PER PROJECT SPECIFICATIONS, COMPACTED TO 70-80% PROCTOR
- L. SILVA CELL BASE SLOPE, 10% MAX
- M. 4" (100 mm) MIN AGGREGATE SUB BASE, COMPACTED TO 95% PROCTOR N. GEOTEXTILE, TO PROVIDE SEPARATION BETWEEN SUBGRADE AND AGGREGATE BASE
- O. SUBGRADE, COMPACTED TO 95% PROCTOR
- P. PIN, PER SILVA CELL SPECIFICATIONS, TO KEEP CELLS IN PLACE DURING CONSTRUCTION
- Q. PLANTING SOIL BELOW TREE ROOT PACKAGE, COMPACTED TO 85-90% PROCTOR
- R. CONCRETE EDGE RESTRAINT TO STABILIZE EDGE AND PREVENT AGGREGATE MIGRATION INTO TREE OPENING.

SECTION VIEW

- 1. EXCAVATION SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE HEALTH AND SAFETY REGULATIONS.
- 2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS. 3. A PROJECT SPECIFIC DETAIL WILL NEED TO BE PROVIDED TO CITY FOR REVIEW AND APPROVAL.





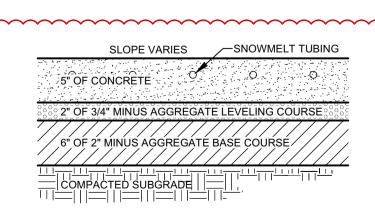
1. SUBBASE CAN BE 2" TYPE II OR ¾" TYPE I CRUSHED AGGREGATE BASE COURSE. 2. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS, DIVISION 800

AGGREGATES AND ASPHALT. 3. PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.

4. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS 5. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS 10-FEET MAXIMUM SPACING (8-FEET W/SIDEWALK).



CONCRETE VERTICAL CURB



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

- 2. CONTINUOUS PLACEMENT PREFERRED. SCORE AT INTERVALS TO MATCH WIDTH OF WALK NOT TO EXCEED 5 FEET SPACING.
- 3. 1/2" TRANSVERSE PREFORMED BITUMINOUS JOINTS AT THE TERMINUS POINTS FOR CURVE AND WHERE SIDEWALK IS PLACED BETWEEN TWO PERMANENT
- 4. MATERIALS AND CONSTRUCTION IN COMPLIANCE WITH ISPWC SPECIFICATIONS.

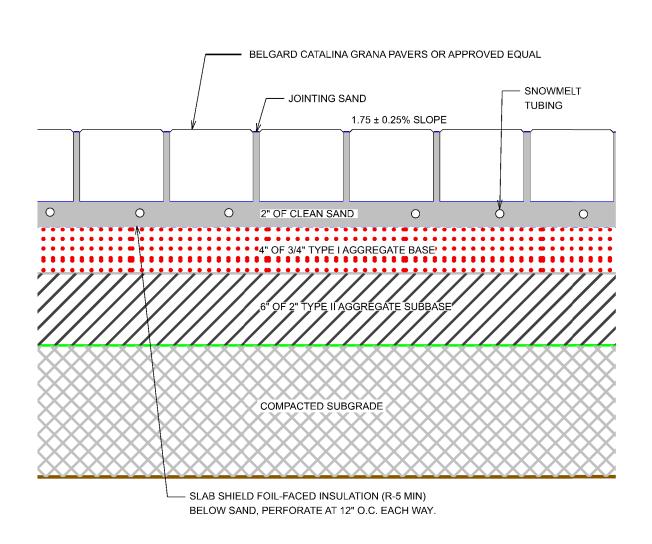


FOUNDATIONS.

TYPICAL CONCRETE SIDEWALK SECTION

DRAWN BY

CHECKED BY



NOTES:

- 1. POLYMERIC SAND CAN BE USED AT EDGES TO PREVENT WEED, ANT INTERFERENCE.
- 2. MATERIALS SHALL CONFORM WITH CURRENT ISPWC AND CITY OF KETCHUM STANDARDS.
- 3. SNOWMELT TUBING RADII, FREQUENCY DEPENDS ON SNOW REMOVAL UPKEEP.
- 4. SNOWMELT REQUIRED FOR PROJECTS IN THE COMMUNITY CORE AND TOURIST ZONINGS.
- 5. PAVERS INSTALLED ON FOURTH STREET SHALL BE BELLGARD CATALINA GRANA IN THE COLOR VICTORIAN.

REVISION	APPROVED	DATE	CITY OF KETCHUM STANDARD DRAWING	DRAWING NO.
REV 3	CITY	3/8/2021		
			PAVER SIDEWALK	16
			PAVER SIDEWALK	

Walnut & 4th ROW Snowmelt Narrative

The snowmelt system in the public right-of-way on 4th St. and Walnut Ave. in front of the Gold Mine & Walnut & 4th, will be installed in accordance with City of Ketchum standard drawing #16.

Our system includes: Tekmar snow and ice #090 "in ground sensor" used with the Tekmar snow melting #670 controls to automatically detect snow or ice on the sidewalk. These controls will be configured to shut off the system when the pavement temperature is above 50 degrees F. and precipitation is not falling. The system will be configured to shut off when the outdoor temperature is above 40 degrees F.

I have attached the city standard detail #16 and specs for the snowmelt system below for your reference.



FTXL 1.0 FIRE TUBE CONDENSING BOILER

Submittal Sheet

FTX1.0-Sub-01

FTXL FIRE TUBE COMMERCIAL BOILERS

Job Name:	Model No. FIX1000
Location:	Type Gas: Natural • LP
Engineer:	Equipment Tag(s):
Agent/Wholesaler:	
Contractor:	

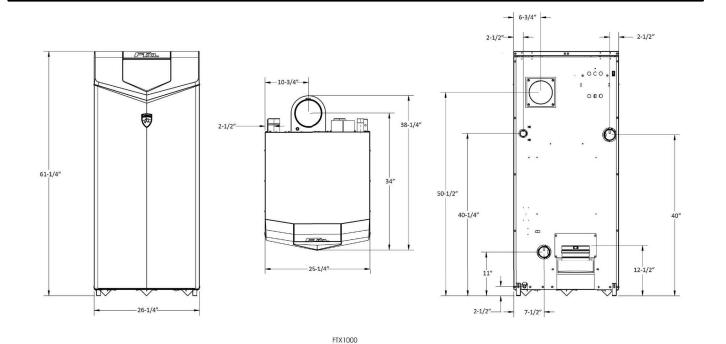
NOTES:

FOR EASE IN ORDERING BY MODEL NUMBER



This model is:

- FTXL Fire Tube boiler
- 999,000 Btu/hr
- Natural gas
- M₁₃ Firing Controls



FTXL BOIL	ER		AH	CERTIFIED				D	IMEN	SIONS &	SPECIF	ICATIO	ONS		
	Input	MBH													
		Max			Net AHRI				(GPM)	HEX Water					j
Model Number	Min Btu/∂r	Btu/ Hr	Turn down	Output MBH	Rating MBH	Comb. Eff. %	Therm. Eff.%		Max	Volume (Gal)	Water Conn.	Vent Size	Air Inlet	Gas Conn.	Ship. Wt. (lbs.)
FTX1000(N I)	999	999	10:1	982	854	99.0	98.3	30	150	19	2-1/2"	6"	6"	1-1/4"	670

*Information subject to change without notice. Dimensions shown are approximate and should not be used for construction purposes. Dimensions are in inches. Select "N" or "L" for Natural or LP gas.

The Net AHRI Water Ratings shown are based on a piping and pickup allowance of 1.15.

Lochinvar should be consulted before selecting a boiler for installations having unusual piping and pickup requirements, such as intermittent system operation, extensive piping systems, etc. The ratings have been determined under the provisions governing forced draft burners.



Standard Features

- > 98.3% Thermal Efficiency
- Modulating Burner with up to 10:1 Turndown
 Direct Spark Ignition
 Low NOx Operation
 Sealed Combustion
 Low Gas Pressure Operation
- > Stainless Steel Fire-Tube Heat Exchanger ASME-Certified, "H" Stamped 160 psi Working Pressure 50 psi Relief Valve Combustion Analyzer Test Port Fully Welded Design
- Vertical and Horizontal Direct Vent Direct Vent up to 100 feet PVC, CPVC, Polypropylene or AL29-4C

Factory Supplied Sidewall Vent Termination

- > Smart System Control
- > Other Features

On/Off Switch
Adjustable High Limit with Manual Reset
Automatic Reset High Limit
Manual Reset Low Water Cutoff
Flue Temperature Sensor
Low Air Pressure Switch
Temperature and Pressure Gauge
Condensate Trap
Zero Service Clearances
10-Year Limited Warranty



Smart System Features

- > CON•X•US Remote Connect
- > SMART TOUCH™ Touch Screen Operating Control
- > Full Color 7" Touchscreen LCD Display
- Cascading Sequencer with Built-in Redundancy
 Selectable Cascade Type:
 Lead Lag/Efficiency Optimization

Lead Lag/Efficiency Optimization
Multiple Size Boilers
Front-End Loading

> 3 Reset Temperatures Inputs w/Independent Outdoor Reset Curves for Each

Outdoor Sensor

> Four-Pump Control

System Pump with Parameter for Continuous Operation Boiler Pump with Variable-Speed Control Domestic Hot Water Boiler Pump Domestic Hot Water Recirculation Pump Control with Sensor

- > Building Management System Integration o-10 VDC Input to Control Modulation or Setpoint o-10 VDC Input from Variable-Speed System Pump o-10 VDC Modulation Rate Output Signal o-10 VDC Enable/Disable Signal
- Programmable System Efficiency Optimizers
 Space Heating Night Setback
 DHW Night Setback
 Anti-Cycling
 Ramp Delay
 Boost Time and Temperature

>	High-Voltage Terminal Strip
	120 VAC/60 Hertz/1 Phase

Pump Contacts for 3 Pumps

> Low-Voltage Terminal Strip

Building Recirculation Pump Start/Stop Building Recirculation Return Temp Sensor Contacts

Proving Switch Contacts Flow Switch Contacts

Alarm Contacts
Runtime Contacts

3 Space Heat Thermostat Contacts

Tank Thermostat Contacts

System Sensor Contacts

Tank Sensor Contacts
Cascade Contacts

cascade Contacts

o-10 VDC BMS Contacts

o-10 VDC Boiler Rate Output Contacts

o-10 VDC Boiler Pump Speed Contacts

o-10 VDC System Pump Speed Contacts

Customizable Freeze Protection Parameters

ModBus Contacts

> Time Clock

> Data Logging

Ignition Attempts
Last 10 Lockouts
Space Heat Run Hours
Domestic Hot Water Run Hours
Custom Maintenance Reminder with Contact Info
Password Security

Optional Equipment

- ☐ Alarm Bell
- ☐ BACnet MSTP Communications Kit
- ☐ BMS Gateway to BACnet or LonMark
- ☐ Common Vent Kit
- ☐ Condensate Neutralization Kit
- ☐ Constant-Speed Boiler Circulator
- ☐ Flow Switch
- $f \square$ High and Low Gas Pressure Switches w/Manual Reset
- ModBus Communication
- ☐ Variable-Speed Boiler Circulator
- Wireless Outdoor Temperature Sensor
- ☐ 30 psi ASME Relief Valve
- 75 psi ASME Relief Valve
- 100 psi ASME Relief Valve
- ☐ 125 psi ASME Relief Valve
- ☐ 150 psi ASME Relief Valve

> Firing Controls

- ☐ M9 Standard Construction
- ☐ M₁₃ CSD-1/FM/GE Gap





f 🗾 in 🖸 Lochinvar.com









tekmar[®] Submittal

Snow / Ice Sensor 090



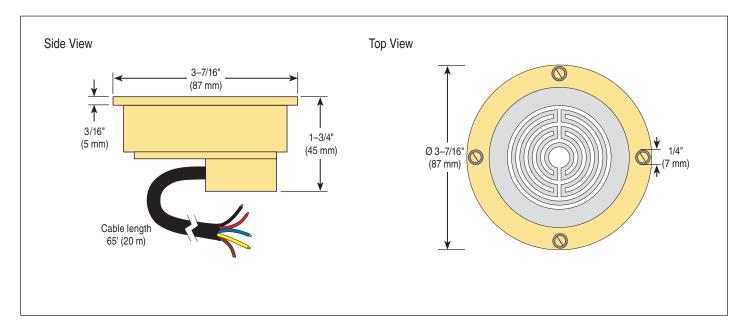


Snow Melting

Replaces: 10/13

Job Designer Contact

The Snow/Ice Sensor 090 is an in ground sensor used with tekmar snow melting controls to automatically detect snow or ice on a driveway or walkway. The 090 has 65 ft (20 m) of wire. This product can be used in applications ranging from residential driveways to commercial building fronts such as emergency access entries. This sensor allows tekmar snow melting controls to automatically operate the snow/ice melt system only when snow or ice is present, while also providing temperature feedback to the control.



Specifications

Snow / Ice Sensor 090 In-slab, 65 ft. (20 m) Wire					
Literature 090_D, 090_C					
Packaged weight	4.4 lb (2000 g)				
Dimensions	1-3/4" H x 3-7/16" OD (45 mm H x 87 mm OD)				
Sensor material	Silicon brass				
Cable Material	65 ft. (20 m) 5 conductor stranded wire with				
Cable Malerial	polyethylene jacket				
Approvals	CSA C US with tekmar Snow Melting Controls				
Operating range	-30 to 170°F (-34 to 77°C)				
Lood rating	15,000 lb (66,723 N) distributed load, non-impact,				
Load rating	installed in concrete according to the manual				
Included	4 #4-40, 7/16" machined, stainless steel screws				
Included	4 #6-32, 3/8" flathead, slotted, stainless steel screws				
Warranty	Limited 3 Year (See 090_D for full warranty)				

Energy Saving Features

· Automatic snow/ice detection so melting systems only operate when needed

Additional Features

- · Slab temperature sensing
- · Long wire included so in field splicing is not necessary
- · Designed for long life in driveway and walkway installations
- 65 ft (20 m) of cable

SPECIAL REQUIREMENTS

The Snow / Ice Sensor 090 must be operated by a tekmar Snow Melting Control 654, 661, 662, 664, 665, 667 or 680. Operation of the sensor by 3rd party control systems may result in electrolysis failures not covered by the tekmar Limited Warranty.



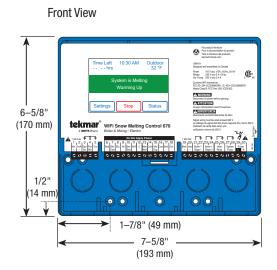
tekmar Control Systems Ltd., A Watts Water Technologies Company. Head Office: 5100 Silver Star Road, Vernon, B.C. Canada V1B 3K4, 250-545-7749, Fax. 250-984-0815 Web Site: tekmarControls.com

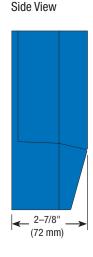
Submittal

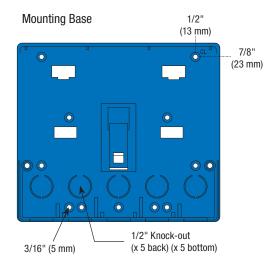
Job _____ Designer___ Contact____

WiFi Snow Melting Control 670

The WiFi Snow Melting Control 670 operates hydronic and electric heating equipment designed to melt snow and/or ice from roads and walkway surfaces. The control works with the tekmar Snow/Ice Sensor 090 or Snow Sensor 095 to automatically detect snow or ice and operates a single boiler, steam valve, or electric cable to supply heat to the slab. Boiler return protection is provided to non-condensing boilers using a mixing valve or variable speed injection mixing pump. When connected to the Internet, the Watts® Home mobile app allows the 670 to be controlled remotely.







Features

- Mobile app for iOS and Android
- Automatic software updates
- Automatic snow/ice detection
- Supports both inslab & retrofit aerial sensors
- Supports multiple zones with priority
- Idling
- Auto Storm
- Warm Weather Shut Down
- Cold Weather Cut Off
- EconoMelt
- Slab Protection
- Tandem Snow/Ice Detection
- Equipment exercising

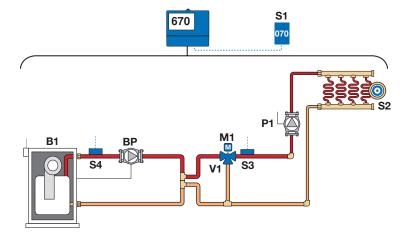
Specifications

WiFi Snow Melting C	ontrol 670 Boiler & Mixing / Electric
Literature	670_A, 670_C, 670_D, 670_J, 670_U
Control	Microprocessor control. This is not a safety (limit) control
Packaged weight	4.3 lb. (1960 g)
Dimensions	6-5/8" H x 7-9/16" W x 2-13/16" D (170 x 193 x 72 mm)
Display	3.5" color touchscreen
Enclosure	Blue PVC plastic, NEMA type 1
Approvals	CSA C US, meets Class B: ICES & FCC Part 15
Ambient conditions	-4 to 122°F (-20 to 50°C), < RH 90% non-condensing, outdoor use permitted when installed inside a NEMA 3 enclosure
Power supply	115 V (ac) ±10%, 60 Hz, 20 VA
Relays	230 V (ac), 5 A, 1/3 hp
Boiler modulation output	0-10 V (dc) 500 Ω min impedance / 4-20 mA 1 k Ω max impedance
Injection mixing output	230 V (ac), 2.4 A. 1/6 hp, fuse T2.5 A 250V
Floating mixing output	230 V (ac), 5 A
Analog mixing output	0-10 V (dc) 500 Ω min impedance / 4-20 mA 1 k Ω max impedance
Manual melt call	Short or 0 - 32 V(ac)
Communications	WiFi 802.11n, 2.4 GHz, WPA2 encryption
Mobile app	Apple iOS 12 or higher, Android 8 or higher
Sensor	NTC thermistor, 10 kΩ @ 77°F (25°C ±0.2°C) β=3892
-Included	Outdoor Sensor 070 and 2 of Universal Sensor 082
-Optional	tekmar type # 072, 073, 082, 087, 090, 094, 095
Warranty	Limited 3 Year (See 670_D for full warranty)



Sample Application Drawing

Sample Mechanical diagram



Sample Electrical diagram

Legend

B1 = Mod-Con Boiler

BP = Boiler Pump

M1 = Actuating Motor 741

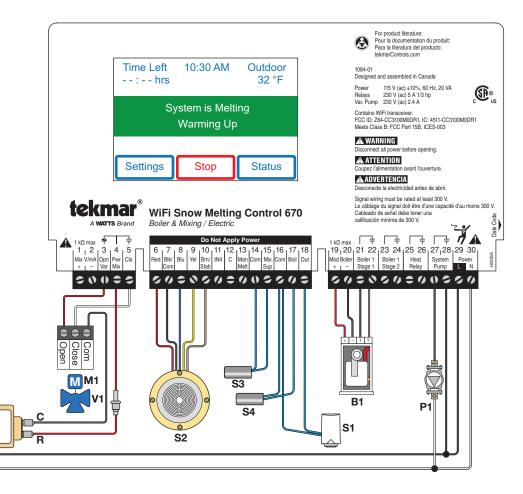
P1 = System Pump

S1 = Outdoor Sensor 070

S2 = Snow / Ice Sensor 090

S3 = Mix Supply Sensor 082 S4 = Boiler Supply Sensor 082

V1 = Mixing Valve 710 Series



NOTICE

The information contained herein is not intended to replace the full product installation and safety information available or the experience of a trained product installer. You are required to thoroughly read all installation instructions and product safety information before beginning the installation of this product.



PRODUCT SUBMITTAL 102

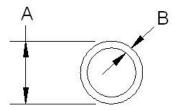
RAUPEX O₂ barrier pipe



Product: RAUPEX® O₂ barrier pipe

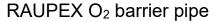
Date: 11 February 2021 (supersedes 31 July 2019)





Article No.	Nominal Size in	Average OD A in (mm)	Minimum Wall Thickness B In (mm)	Weight Ib/ft (kg/m)	Capacity gal/ft (l/m)
136008	3/8	0.500 (12.70)	0.070 (1.78)	0.05 (0.07)	0.0050 (0.0624)
136031	1/2	0.625 (15.88)	0.070 (1.78)	0.06 (0.08)	0.0098 (0.1222)
136880	5/8	0.750 (19.05)	0.083 (2.12)	0.08 (0.11)	0.0134 (0.1671)
136051	3/4	0.875 (22.22)	0.097 (2.47)	0.10 (0.15)	0.0189 (0.2356)
136011	1	1.125 (28.58)	0.125 (3.18)	0.17 (0.26)	0.0316 (0.3939)
136283	1 1/4	1.375 (34.92)	0.153 (3.88)	0.25 (0.37)	0.0467 (0.5827)
136293	1 1/2	1.625 (41.28)	0.181 (4.59)	0.35 (0.52)	0.0650 (0.8118)
136303	2	2.125 (53.98)	0.236 (6.00)	0.60 (0.90)	0.1114 (1.3906)

PRODUCT SUBMITTAL 102





TECHNICAL DESCRIPTION

Specification	English	SI	Standard
Minimum Density	58 lb/ft³	926 kg/m³	ASTM F876
Min. Degree of of Crosslinking	70%	70%	ASTM F876
Max. Thermal Conductivity	2.84 Btu in./(ft ² °F hr)	0.41 W/(m°K)	DIN 16892
Coefficient of Linear Expansion	9.33X10-4 in/ft°F @ 68°F 1.33x10-3 in/ft°F @ 212°F	0.14 mm/(m°C) @ 20°C 0.2 mm/(m°C) @ 100°C	Mean @ 20- 70°C per DIN 16892
IZOD Impact Res.	No Break	No Break	
Modulus of Elasticity	87,000-130,500 psi @ 68°F 43,500-58,000 psi @ 176°F	600-900 N/mm ² @ 20°C 300-400 N/mm ² @ 80°C	Minimum @ 20°C per DIN 16892

Specification	English	SI	Standard
Tensile Strength	4194-4355 psi @ 68°F 2610-2900 psi @ 176°F per ASTM D638	26-30 N/mm ² @ 20°C 18-20 N/mm ² @ 80°C per ASTM D638	
Roughness	e=0.00028 in	e=0.007 mm	
Temperature Working Range	-40 to 200°F	-40 to 93°C	
O ₂ Permeability		<=0.32 mg/m²/day @ 40°C	DIN 4726
Max. Short- term Exposure	150 psig @ 210°F (48 hr)	1035 kPa @ 99°C (48 hr)	ASTM F876
UV Resistance	See TB218	ASTM F2657	

FUNCTIONAL DESCRIPTION

RAUPEX O_2 barrier pipe is manufactured using REHAU's high-pressure peroxide method for crosslinked polyethylene (PEXa). RAUPEX pipe meets or exceeds the requirements of ASTM F876, F877, NSF 61, CSA B137.5 and PPI TR-3. RAUPEX O_2 barrier pipe is SDR9, red in color and for use with the EVERLOC+® compression-sleeve system certified to ASTM F877, the REHAU F1960 cold expansion fitting system certified to ASTM F1960, and RAUPEX compression nut fittings. See REHAU *Technical Bulletin TB261* for other compatible PEX fitting systems. RAUPEX O_2 barrier pipe has a co-extruded oxygen diffusion barrier that exceeds the strict requirements of DIN 4726. RAUPEX pipe is manufactured by REHAU using a quality management system which has been certified to the latest version of ISO 9001.

LONG TERM STRENGTH

The maximum temperature and pressure ratings of the RAUPEX pipe are in accordance to ASTM F876, CSA B137.5 and PPI TR-3. The designer shall determine the actual conditions and apply the appropriate and additional design factors as required for any particular project. The temperature and pressure ratings apply to the application of RAUPEX pipe for conveying heating and cooling water at the 2.0 safety factor on allowable working pressure according to ASTM and CSA. According to the REHAU *PEXa Limited Warranty*, the RAUPEX pipe warranty period of 25 years is for operating conditions at or below 180°F (82.2°C) in permitted applications when the handling, use, installation and maintenance continually complies with all REHAU technical guidelines.

RAUPEX SDR9					
maximum pressures and temperatures	design	factors			
160 psi @ 73.4°F (1055 kPa @ 23°C)	0.50	(per ASTM F876, CSA B137.5)			
100 psi @ 180°F (690 kPa @ 82.2°C)	0.50	(per ASTM F876, CSA B137.5)			
80 psi @ 200°F (550 kPa @ 93.3°C)*	0.50	(per ASTM F876, CSA B137.5)			

^{*} REHAU defines Elevated Temperature Applications as those with operating conditions greater than 180°F (82.2°C). When REHAU PEXa pipes are planned to be operated in Elevated Temperature Applications, contact REHAU Engineering to verify your project conditions comply with the REHAU *PEXa Limited Warranty* in accordance to REHAU *Technical Bulletin TB230 Elevated Temperature Applications*.

Attachment C: 331 N Walnut Ave Right-of-Way Encroachment Agreement 22815

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 22815

THIS AGREEMENT, made and entered into this _____day of November, 2022, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum"), whose address is Post Office Box 2315, Ketchum, Idaho and Jenny Emery Davison, representing The Community Library Association, (collectively referred to as "Owner"), whose address is Post Office Box 2168, Ketchum, Idaho 83340.

RECITALS

WHEREAS, Owner is the owner of real property described as 331 N Walnut Avenue ("Subject Property"), located within the City of Ketchum, State of Idaho; and

WHEREAS, Owner wishes to permit placement of a hydronic snowmelt system for new heated concrete sidewalks along Walnut Avenue. 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 a hydronic snowmelt system for new heated concrete sidewalks identified in Exhibit "A" within the public right-of-way on Walnut Avenue, 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 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)

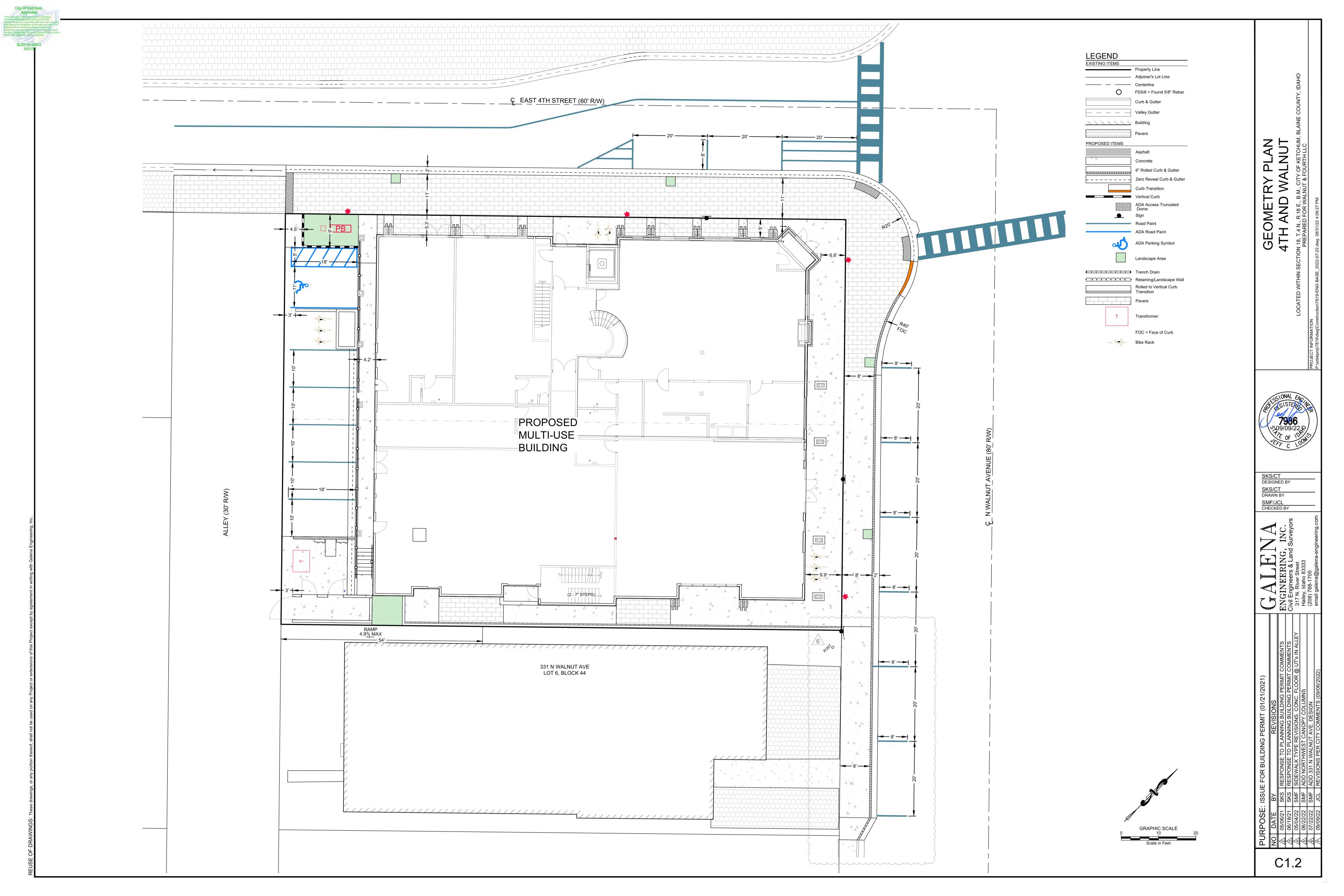
- The system shall have an electronic main control board to operate the system that is programmable and optimizes the way the system functions.
- Installation of in-ground control sensors linked to the main control board that detect snow and ice on the surface, monitor the sidewalk or driveway temperature,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

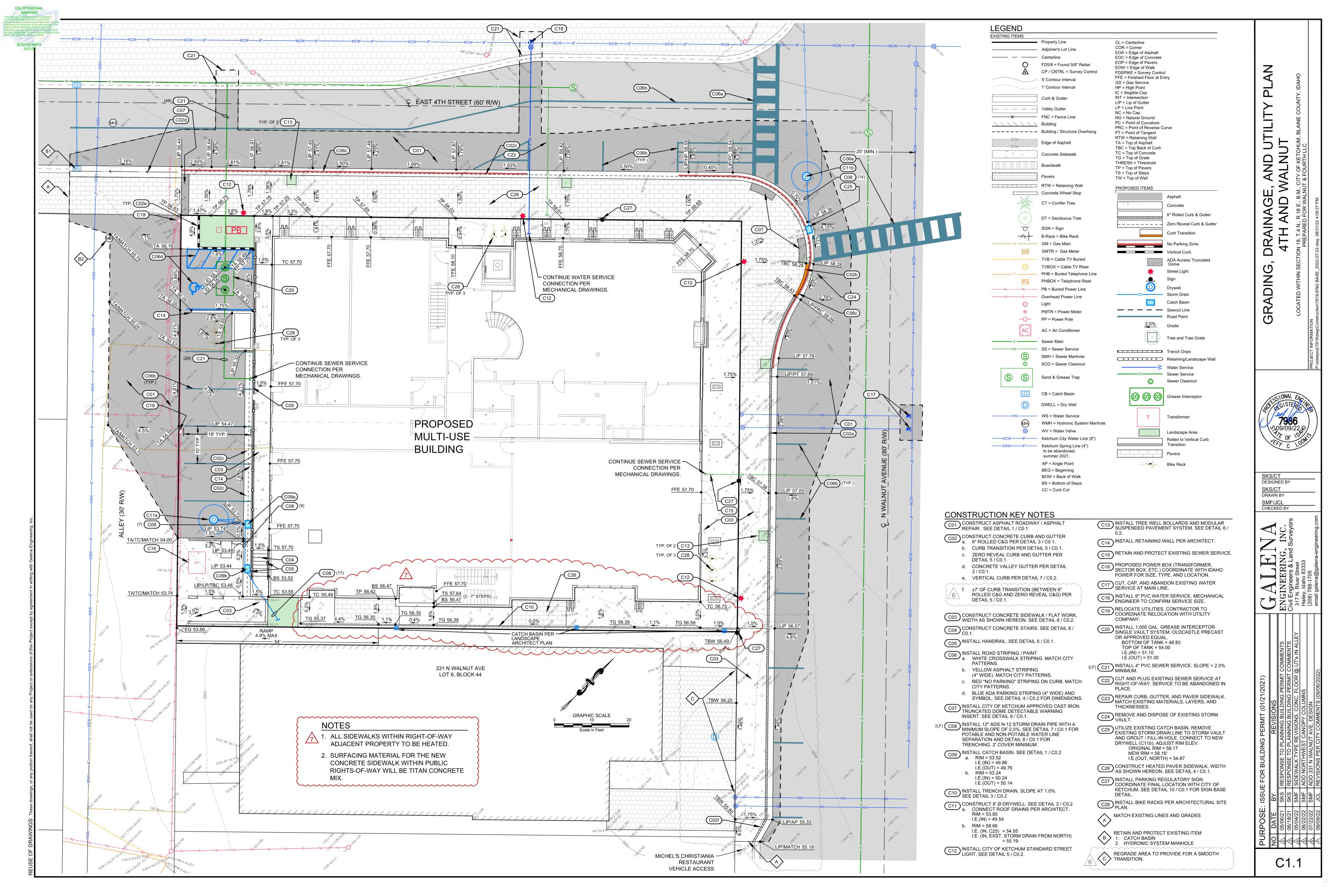
representations of any kind or character pertaining to the Improvements maintained in the public right-of-way other than as set forth in this Agreement.

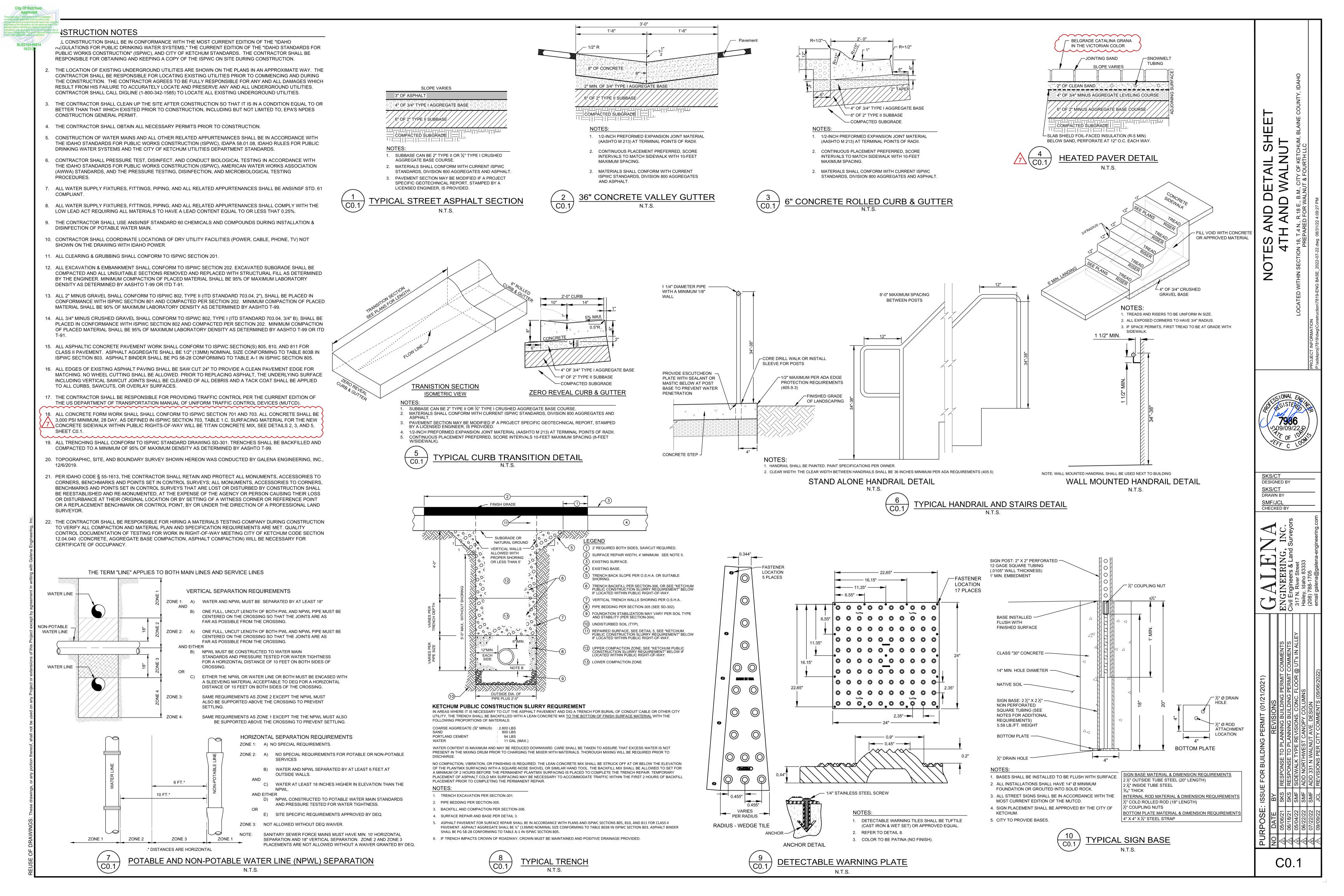
- 11. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of this document.
 - 12. This Agreement shall be recorded with the Blaine County Recorder by Ketchum.
- 13. The parties fully understand all of the provisions of this Agreement, 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: Jenny Emery Davidson The Community Library Association Its: Executive Director	By: Neil Bradshaw The City of Ketchum Its: Mayor
STATE OF,) ss. County of)	
On this day of, 2022 and for said State, personally appeared JENNY Executive Director of THE COMMUNITY LIBF executed the foregoing instrument and acknowled	RARY ASSOCIATION and the person who
IN WITNESS WHEREOF, I have hereunto day and year first above written.	o set my hand and affixed my official seal the
	Notary Public for Residing at Commission expires
STATE OF IDAHO)) ss. County of Blaine)	
On this day of, 2022, and for said State, personally appeared NEIL BRAMayor of the CITY OF KETCHUM, IDAHO, a instrument on behalf of said municipal corporation corporation executed the same.	nd the person who executed the foregoing
IN WITNESS WHEREOF, I have hereunto certificate first above written.	set my hand and seal the day and year in this
	Notary Public for Residing at Commission expires

EXHIBIT "A"



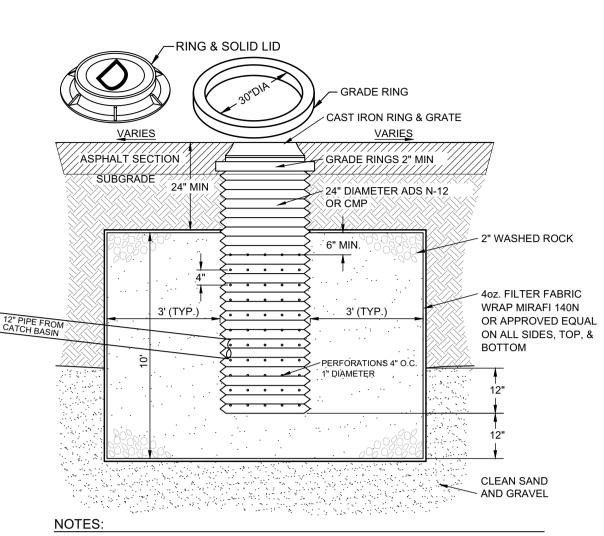




SECTION "Y"-"Y"

30" DIAMETER CATCH BASIN

CURB INLET



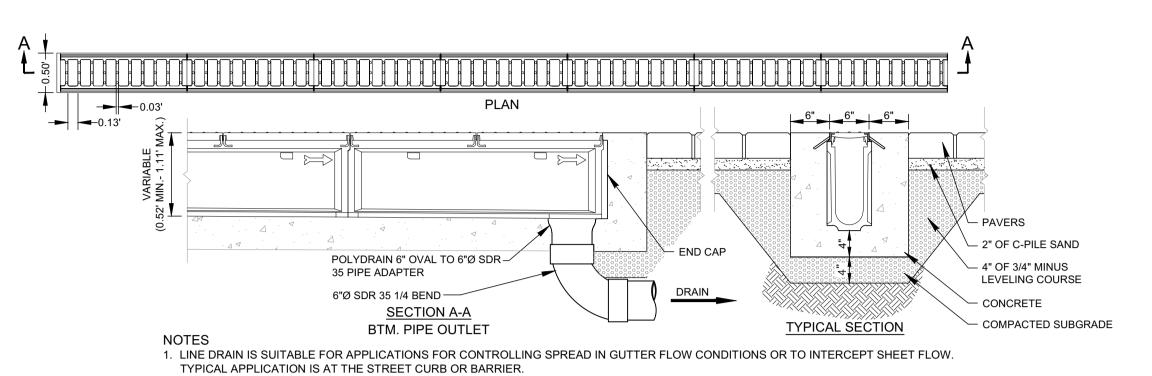
1. THE BED SHALL BE EXCAVATED A MINIMUM OF 24" INTO CLEAN SAND AND GRAVEL.

- 2. MAXIMUM DEPTH SHALL NOT EXCEED 12 FEET. 3. IF CLEAN SAND AND GRAVEL IS NOT ENCOUNTERED WITHIN 12 FEET, THE CONTRACTOR SHALL CONTACT THE DESIGN ENGINEER.
- 4. GRATE OR SOLID LID AS APPROVED BY CITY OF KETCHUM.

C0.2

SECTION "X"-"X"

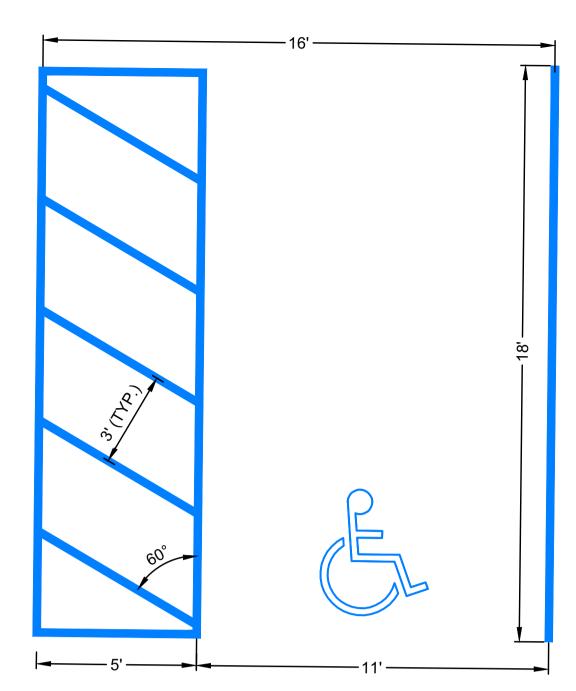
DRYWELL DETAIL (8' Ø)



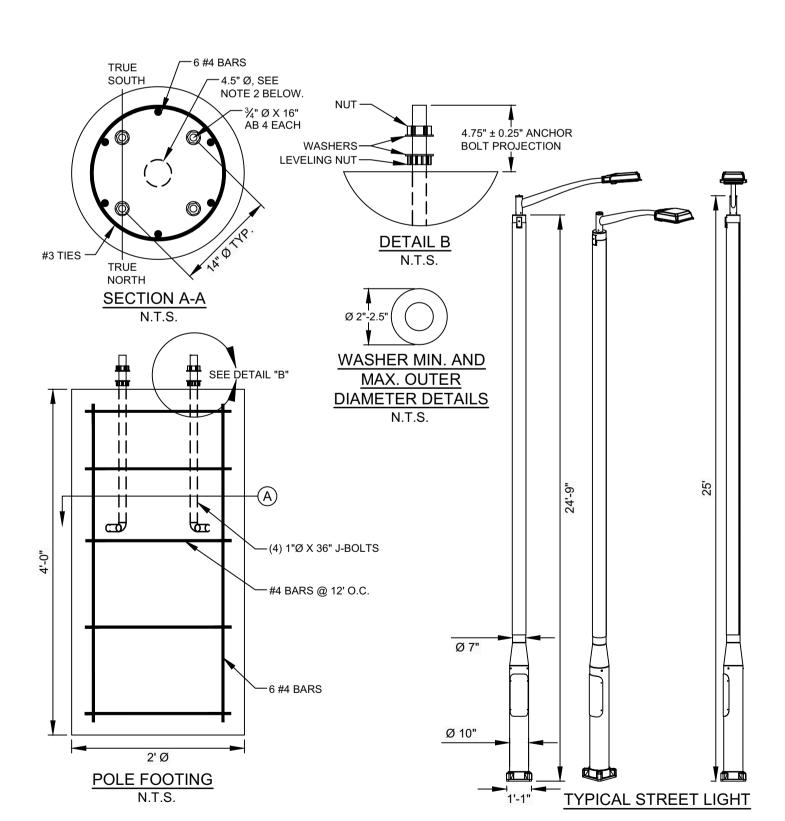
2. THE FRAME AND GRATE IS SUITABLE FOR PEDESTRIAN AND BICYCLE TRAFFIC AND RATED FOR H-25 AND HS-25 LOADS.

- 3. CONCRETE THICKNESS, TYPE, AND AMOUNT OF REINFORCEMENT TO BE SAME AS ADJACENT PAVEMENT OR GREATER. PERFORM STRUCTURAL ANALYSIS TO DETERMINE REQUIREMENTS FOR APPLICATION.
- 4. TOP OF GRATE TO BE INSTALLED FLUSH TO 1/8 IN BELOW FINISHED GRADE. BEVEL CONCRETE TO TOP OF GRATE IF BELOW FLUSH.

TRENCH DRAIN DETAIL ABT INTERCEPTOR LINE DRAIN OR APPROVED EQUAL) N.T.S.



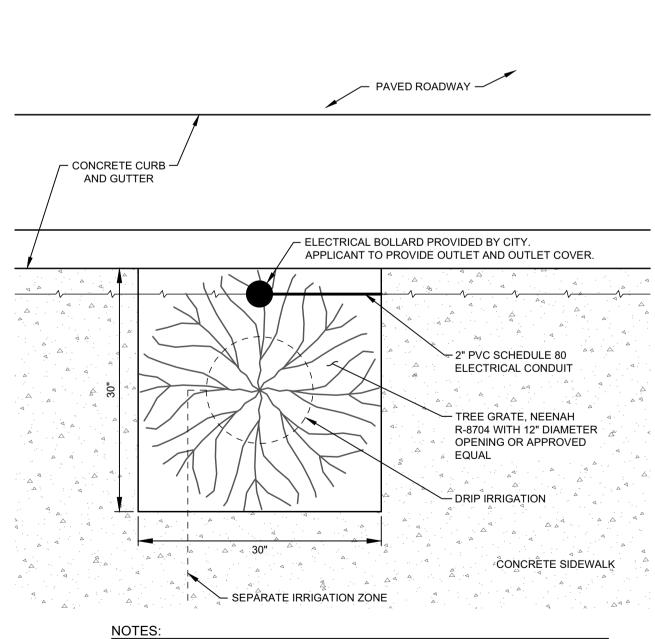




1. STREET LIGHT IS SOLARONE RFS DESIGN 158 LFP OR APPROVED EQUAL.

- 2. ANY CONDUITS AND/OR GROUNDING WIRES MUST BE HARDWIRED AND CONTAINED WITHIN A 4.5" Ø CIRCLE CENTERED ON THE FOUNDATION. GROUNDING ELECTRODE WIRE AND AC SUPPLY WIRE (IF REQUIRED) ARE 5' MIN. ABOVE THE BASE.
- 3. ANCHOR BOLT ORIENTATION TO TRUE NORTH/SOUTH IS ONLY RELEVANT FOR OFF-GRID SOLAR POLES. DISREGARD FOR GRID-TIED POLES.
- 4. GROUNDING WIRE MUST BE 60" FROM BASE SO IT CAN REACH THE GROUNDING LUG INSIDE THE POLE.
- 5. STREET LIGHT SHALL BE 25' IN HEIGHT OR AS APPROVED BY CITY OF KETCHUM.

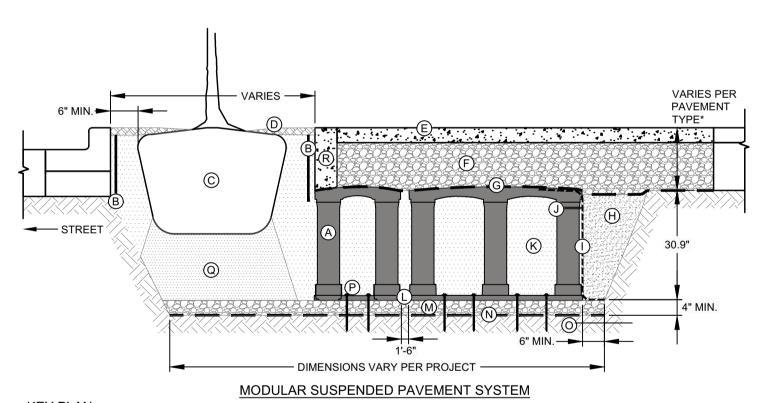




1. TREE TO BE 3" MINIMUM CALIPER AUTUMN BLAZE MAPLE OR APPROVED EQUAL.

- 2. CITY OF KETCHUM REQUIRES DRIP IRRIGATION TO BE ON A SEPARATE ZONE WITH HUNTER/RAINWISE SMART CLOCK, OR APPROVED EQUAL, FOR REMOTE ACCESS BY CITY.
- 3. APPLICANT TO CONNECT AND PROVIDE CONDUITS, WIRING, AND SEPARATE CIRCUIT, OR TIE TO A CITY CIRCUIT FOR POWER.
- 4. NO DIRECT BURIAL WIRE PERMITTED.
- 5. TREE INSTALLATION TO BE MODULAR SUSPENDED PAVEMENT SYSTEM. SEE TREE WELL SECTION VIEW, DETAIL 2.

PLAN VIEW



*MINIMUM PAVEMENT PROFILE

3" PAVER

4" ASPHALT

OPTIONS TO MEET H-20 LOADING

+ AGGREGATE

+ 4" AGGREGATE

+ 12" AGGREGATE

+ 12" AGGREGATE

.. + 5" CONCRETE

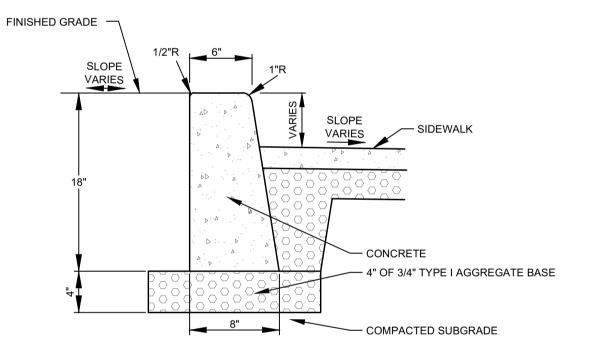
KEY PLAN: A. SILVA CELL SYSTEM (DECK, BASE, AND POSTS) OR APPROVED EQUAL.

- B. DEEPROOT ROOT BARRIER, 12" OR 18", DEPTH DETERMINED BY THICKNESS OF PAVEMENT SECTION, INSTALL DIRECTLY ADJACENT TO CONCRETE EDGE RESTRAINT. PREVENTS ROOTS FROM DISTURBING PAVEMENT. C. TREE ROOT PACKAGE, SIZE VARIES
- D. TREE OPENING TREATMENT, PER PROJECT SPECIFICATIONS
- E. SURFACE TREATMENT, PER PROJECT
- F. AGGREGATE BASE COURSE, DEPTH VARIES PER PROJECT
- G. GEOTEXTILE TO KEEP AGGREGATE FROM MIGRATING DOWN THROUGH CELL DECK
- H. BACKFILL, PER PROJECT SPECIFICATIONS
- GEOGRID TO PROVIDE FOR VERTICAL SEPARATION BETWEEN PLANTING SOILS AND BACKFILL WHILE ALLOWING ROOT PENETRATION INTO ADJACENT SOILS. 6" (150 mm) TOE (OUTWARD FROM BASE) AND 12" (305 mm) EXCESS (OVER TOP
- J. CABLE TIE, ATTACHING GEOGRID TO SILVA CELL AT BASE OF UPPER POST FLARE
- K. PLANTING SOIL, PER PROJECT SPECIFICATIONS, COMPACTED TO 70-80% PROCTOR
- L. SILVA CELL BASE SLOPE, 10% MAX
- M. 4" (100 mm) MIN AGGREGATE SUB BASE, COMPACTED TO 95% PROCTOR N. GEOTEXTILE, TO PROVIDE SEPARATION BETWEEN SUBGRADE AND AGGREGATE BASE
- O. SUBGRADE, COMPACTED TO 95% PROCTOR
- P. PIN, PER SILVA CELL SPECIFICATIONS, TO KEEP CELLS IN PLACE DURING CONSTRUCTION
- Q. PLANTING SOIL BELOW TREE ROOT PACKAGE, COMPACTED TO 85-90% PROCTOR
- R. CONCRETE EDGE RESTRAINT TO STABILIZE EDGE AND PREVENT AGGREGATE MIGRATION INTO TREE OPENING.

SECTION VIEW

- 1. EXCAVATION SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE HEALTH AND SAFETY REGULATIONS.
- 2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS. 3. A PROJECT SPECIFIC DETAIL WILL NEED TO BE PROVIDED TO CITY FOR REVIEW AND APPROVAL.





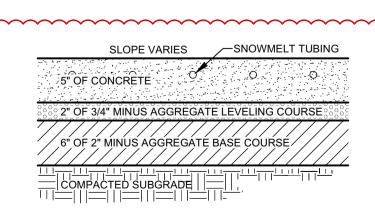
1. SUBBASE CAN BE 2" TYPE II OR ¾" TYPE I CRUSHED AGGREGATE BASE COURSE. 2. MATERIALS SHALL CONFORM WITH CURRENT ISPWC STANDARDS, DIVISION 800

AGGREGATES AND ASPHALT. 3. PAVEMENT SECTION MAY BE MODIFIED IF A PROJECT SPECIFIC GEOTECHNICAL REPORT, STAMPED BY A LICENSED ENGINEER, IS PROVIDED.

4. 1/2-INCH PREFORMED EXPANSION JOINT MATERIAL (AASHTO M 213) AT TERMINAL POINTS 5. CONTINUOUS PLACEMENT PREFERRED, SCORE INTERVALS 10-FEET MAXIMUM SPACING (8-FEET W/SIDEWALK).



CONCRETE VERTICAL CURB



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

- 2. CONTINUOUS PLACEMENT PREFERRED. SCORE AT INTERVALS TO MATCH WIDTH OF WALK NOT TO EXCEED 5 FEET SPACING.
- 3. 1/2" TRANSVERSE PREFORMED BITUMINOUS JOINTS AT THE TERMINUS POINTS FOR CURVE AND WHERE SIDEWALK IS PLACED BETWEEN TWO PERMANENT
- 4. MATERIALS AND CONSTRUCTION IN COMPLIANCE WITH ISPWC SPECIFICATIONS.

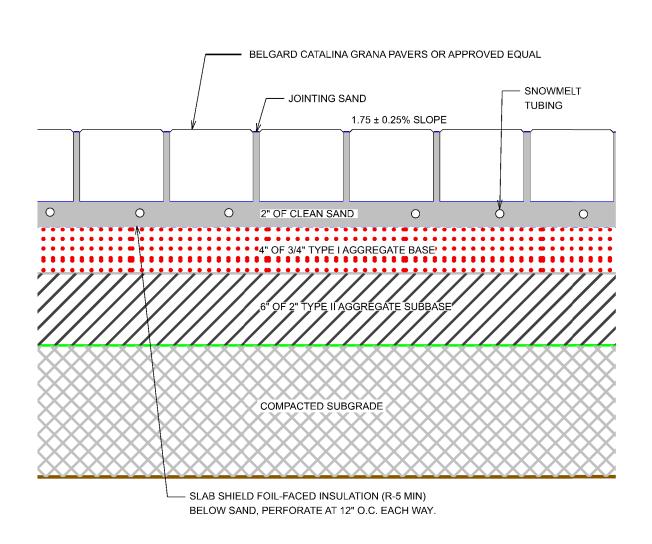


FOUNDATIONS.

TYPICAL CONCRETE SIDEWALK SECTION

DRAWN BY

CHECKED BY



NOTES:

- 1. POLYMERIC SAND CAN BE USED AT EDGES TO PREVENT WEED, ANT INTERFERENCE.
- 2. MATERIALS SHALL CONFORM WITH CURRENT ISPWC AND CITY OF KETCHUM STANDARDS.
- 3. SNOWMELT TUBING RADII, FREQUENCY DEPENDS ON SNOW REMOVAL UPKEEP.
- 4. SNOWMELT REQUIRED FOR PROJECTS IN THE COMMUNITY CORE AND TOURIST ZONINGS.
- 5. PAVERS INSTALLED ON FOURTH STREET SHALL BE BELLGARD CATALINA GRANA IN THE COLOR VICTORIAN.

REVISION	APPROVED	DATE	CITY OF KETCHUM STANDARD DRAWING	DRAWING NO.
REV 3	CITY	3/8/2021		
			PAVER SIDEWALK	16
			PAVER SIDEWALK	

Walnut & 4th ROW Snowmelt Narrative

The snowmelt system in the public right-of-way on 4th St. and Walnut Ave. in front of the Gold Mine & Walnut & 4th, will be installed in accordance with City of Ketchum standard drawing #16.

Our system includes: Tekmar snow and ice #090 "in ground sensor" used with the Tekmar snow melting #670 controls to automatically detect snow or ice on the sidewalk. These controls will be configured to shut off the system when the pavement temperature is above 50 degrees F. and precipitation is not falling. The system will be configured to shut off when the outdoor temperature is above 40 degrees F.

I have attached the city standard detail #16 and specs for the snowmelt system below for your reference.



FTXL 1.0 FIRE TUBE CONDENSING BOILER

Submittal Sheet

FTX1.0-Sub-01

FTXL FIRE TUBE COMMERCIAL BOILERS

Job Name:	Model No. FIX1000
Location:	Type Gas: Natural • LP
Engineer:	Equipment Tag(s):
Agent/Wholesaler:	
Contractor:	

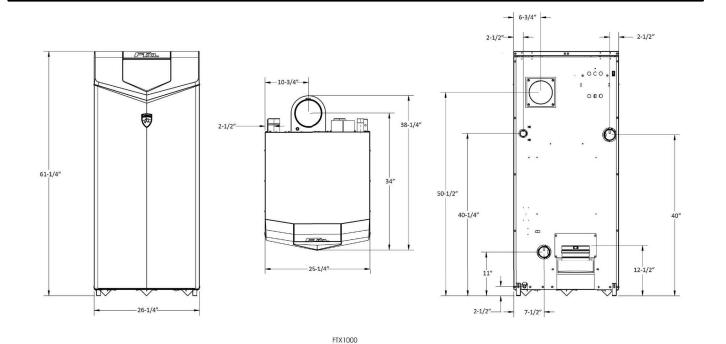
NOTES:

FOR EASE IN ORDERING BY MODEL NUMBER



This model is:

- FTXL Fire Tube boiler
- 999,000 Btu/hr
- Natural gas
- M₁₃ Firing Controls



FTXL BOILER				D	IMEN	SIONS &	SPECIF	ICATIO	ONS						
	Input	MBH													
		Max			Net AHRI				(GPM)	HEX Water					j
Model Number	Min Btu/∂r	Btu/ Hr	Turn down	Output MBH	Rating MBH	Comb. Eff. %	Therm. Eff.%		Max	Volume (Gal)	Water Conn.	Vent Size	Air Inlet	Gas Conn.	Ship. Wt. (lbs.)
FTX1000(N I)	999	999	10:1	982	854	99.0	98.3	30	150	19	2-1/2"	6"	6"	1-1/4"	670

*Information subject to change without notice. Dimensions shown are approximate and should not be used for construction purposes. Dimensions are in inches. Select "N" or "L" for Natural or LP gas.

The Net AHRI Water Ratings shown are based on a piping and pickup allowance of 1.15.

Lochinvar should be consulted before selecting a boiler for installations having unusual piping and pickup requirements, such as intermittent system operation, extensive piping systems, etc. The ratings have been determined under the provisions governing forced draft burners.



Standard Features

- > 98.3% Thermal Efficiency
- Modulating Burner with up to 10:1 Turndown
 Direct Spark Ignition
 Low NOx Operation
 Sealed Combustion
 Low Gas Pressure Operation
- > Stainless Steel Fire-Tube Heat Exchanger ASME-Certified, "H" Stamped 160 psi Working Pressure 50 psi Relief Valve Combustion Analyzer Test Port Fully Welded Design
- Vertical and Horizontal Direct Vent Direct Vent up to 100 feet PVC, CPVC, Polypropylene or AL29-4C

Factory Supplied Sidewall Vent Termination

- > Smart System Control
- > Other Features

On/Off Switch
Adjustable High Limit with Manual Reset
Automatic Reset High Limit
Manual Reset Low Water Cutoff
Flue Temperature Sensor
Low Air Pressure Switch
Temperature and Pressure Gauge
Condensate Trap
Zero Service Clearances
10-Year Limited Warranty



Smart System Features

- > CON•X•US Remote Connect
- > SMART TOUCH™ Touch Screen Operating Control
- > Full Color 7" Touchscreen LCD Display
- Cascading Sequencer with Built-in Redundancy
 Selectable Cascade Type:
 Lead Lag/Efficiency Optimization

Lead Lag/Efficiency Optimization
Multiple Size Boilers
Front-End Loading

3 Reset Temperatures Inputs w/Independent Outdoor Reset Curves for Each

Outdoor Sensor

> Four-Pump Control

System Pump with Parameter for Continuous Operation Boiler Pump with Variable-Speed Control Domestic Hot Water Boiler Pump Domestic Hot Water Recirculation Pump Control with Sensor

- > Building Management System Integration o-10 VDC Input to Control Modulation or Setpoint o-10 VDC Input from Variable-Speed System Pump o-10 VDC Modulation Rate Output Signal o-10 VDC Enable/Disable Signal
- Programmable System Efficiency Optimizers
 Space Heating Night Setback
 DHW Night Setback
 Anti-Cycling
 Ramp Delay
 Boost Time and Temperature

>	High-Voltage Terminal Strip
	120 VAC/60 Hertz/1 Phase

Pump Contacts for 3 Pumps

> Low-Voltage Terminal Strip

Building Recirculation Pump Start/Stop Building Recirculation Return Temp Sensor Contacts

Proving Switch Contacts Flow Switch Contacts

Alarm Contacts
Runtime Contacts

3 Space Heat Thermostat Contacts

Tank Thermostat Contacts

System Sensor Contacts

Tank Sensor Contacts
Cascade Contacts

cascade Contacts

o-10 VDC BMS Contacts

o-10 VDC Boiler Rate Output Contacts

o-10 VDC Boiler Pump Speed Contacts

o-10 VDC System Pump Speed Contacts

Customizable Freeze Protection Parameters

ModBus Contacts

> Time Clock

> Data Logging

Ignition Attempts
Last 10 Lockouts
Space Heat Run Hours
Domestic Hot Water Run Hours
Custom Maintenance Reminder with Contact Info
Password Security

Optional Equipment

- ☐ Alarm Bell
- ☐ BACnet MSTP Communications Kit
- ☐ BMS Gateway to BACnet or LonMark
- ☐ Common Vent Kit
- ☐ Condensate Neutralization Kit
- ☐ Constant-Speed Boiler Circulator
- ☐ Flow Switch
- $f \square$ High and Low Gas Pressure Switches w/Manual Reset
- ModBus Communication
- ☐ Variable-Speed Boiler Circulator
- Wireless Outdoor Temperature Sensor
- ☐ 30 psi ASME Relief Valve
- 75 psi ASME Relief Valve
- 100 psi ASME Relief Valve
- ☐ 125 psi ASME Relief Valve
- 150 psi ASME Relief Valve

> Firing Controls

- ☐ M9 Standard Construction
- ☐ M₁₃ CSD-1/FM/GE Gap















tekmar® Submittal

Snow / Ice Sensor 090



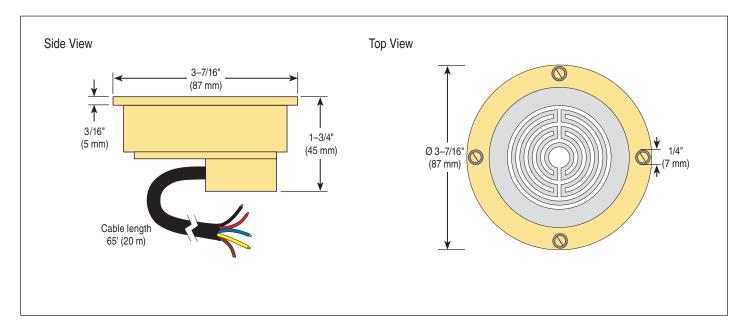


Snow Melting

Replaces: 10/13

Job Designer Contact

The Snow/Ice Sensor 090 is an in ground sensor used with tekmar snow melting controls to automatically detect snow or ice on a driveway or walkway. The 090 has 65 ft (20 m) of wire. This product can be used in applications ranging from residential driveways to commercial building fronts such as emergency access entries. This sensor allows tekmar snow melting controls to automatically operate the snow/ice melt system only when snow or ice is present, while also providing temperature feedback to the control.



Specifications

Snow / Ice Sensor 090 In-slab, 65 ft. (20 m) Wire					
Literature	090_D, 090_C				
Packaged weight	4.4 lb (2000 g)				
Dimensions	1-3/4" H x 3-7/16" OD (45 mm H x 87 mm OD)				
Sensor material	Silicon brass				
Cable Material	65 ft. (20 m) 5 conductor stranded wire with				
Cable Malerial	polyethylene jacket				
Approvals CSA C US with tekmar Snow Melting Controls					
Operating range -30 to 170°F (-34 to 77°C)					
Lood rating	15,000 lb (66,723 N) distributed load, non-impact,				
Load rating	installed in concrete according to the manual				
Included	4 #4-40, 7/16" machined, stainless steel screws				
Included	4 #6-32, 3/8" flathead, slotted, stainless steel screws				
Warranty	Limited 3 Year (See 090_D for full warranty)				

Energy Saving Features

· Automatic snow/ice detection so melting systems only operate when needed

Additional Features

- · Slab temperature sensing
- · Long wire included so in field splicing is not necessary
- · Designed for long life in driveway and walkway installations
- 65 ft (20 m) of cable

SPECIAL REQUIREMENTS

The Snow / Ice Sensor 090 must be operated by a tekmar Snow Melting Control 654, 661, 662, 664, 665, 667 or 680. Operation of the sensor by 3rd party control systems may result in electrolysis failures not covered by the tekmar Limited Warranty.



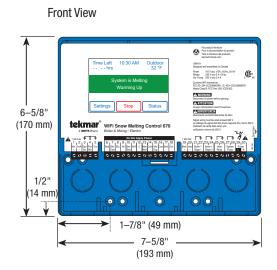
tekmar Control Systems Ltd., A Watts Water Technologies Company. Head Office: 5100 Silver Star Road, Vernon, B.C. Canada V1B 3K4, 250-545-7749, Fax. 250-984-0815 Web Site: tekmarControls.com

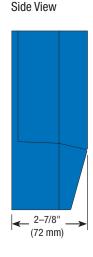
Submittal

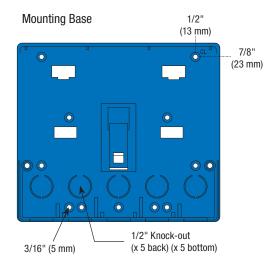
Job _____ Designer___ Contact____

WiFi Snow Melting Control 670

The WiFi Snow Melting Control 670 operates hydronic and electric heating equipment designed to melt snow and/or ice from roads and walkway surfaces. The control works with the tekmar Snow/Ice Sensor 090 or Snow Sensor 095 to automatically detect snow or ice and operates a single boiler, steam valve, or electric cable to supply heat to the slab. Boiler return protection is provided to non-condensing boilers using a mixing valve or variable speed injection mixing pump. When connected to the Internet, the Watts® Home mobile app allows the 670 to be controlled remotely.







Features

- Mobile app for iOS and Android
- Automatic software updates
- Automatic snow/ice detection
- Supports both inslab & retrofit aerial sensors
- Supports multiple zones with priority
- Idling
- Auto Storm
- Warm Weather Shut Down
- Cold Weather Cut Off
- EconoMelt
- Slab Protection
- Tandem Snow/Ice Detection
- Equipment exercising

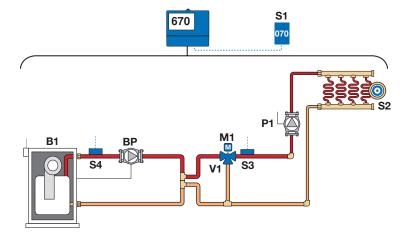
Specifications

WiFi Snow Melting C	ontrol 670 Boiler & Mixing / Electric
Literature	670_A, 670_C, 670_D, 670_J, 670_U
Control	Microprocessor control. This is not a safety (limit) control
Packaged weight	4.3 lb. (1960 g)
Dimensions	6-5/8" H x 7-9/16" W x 2-13/16" D (170 x 193 x 72 mm)
Display	3.5" color touchscreen
Enclosure	Blue PVC plastic, NEMA type 1
Approvals	CSA C US, meets Class B: ICES & FCC Part 15
Ambient conditions	-4 to 122°F (-20 to 50°C), < RH 90% non-condensing, outdoor use permitted when installed inside a NEMA 3 enclosure
Power supply	115 V (ac) ±10%, 60 Hz, 20 VA
Relays	230 V (ac), 5 A, 1/3 hp
Boiler modulation output	0-10 V (dc) 500 Ω min impedance / 4-20 mA 1 k Ω max impedance
Injection mixing output	230 V (ac), 2.4 A. 1/6 hp, fuse T2.5 A 250V
Floating mixing output	230 V (ac), 5 A
Analog mixing output	0-10 V (dc) 500 Ω min impedance / 4-20 mA 1 k Ω max impedance
Manual melt call	Short or 0 - 32 V(ac)
Communications	WiFi 802.11n, 2.4 GHz, WPA2 encryption
Mobile app	Apple iOS 12 or higher, Android 8 or higher
Sensor	NTC thermistor, 10 kΩ @ 77°F (25°C ±0.2°C) β=3892
-Included	Outdoor Sensor 070 and 2 of Universal Sensor 082
-Optional	tekmar type # 072, 073, 082, 087, 090, 094, 095
Warranty	Limited 3 Year (See 670_D for full warranty)



Sample Application Drawing

Sample Mechanical diagram



Sample Electrical diagram

Legend

B1 = Mod-Con Boiler

BP = Boiler Pump

M1 = Actuating Motor 741

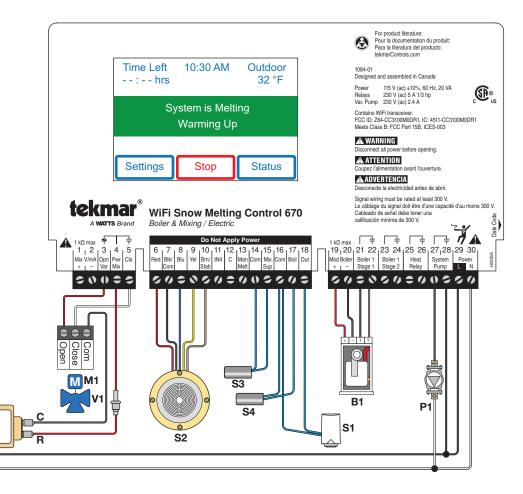
P1 = System Pump

S1 = Outdoor Sensor 070

S2 = Snow / Ice Sensor 090

S3 = Mix Supply Sensor 082 S4 = Boiler Supply Sensor 082

V1 = Mixing Valve 710 Series



NOTICE

The information contained herein is not intended to replace the full product installation and safety information available or the experience of a trained product installer. You are required to thoroughly read all installation instructions and product safety information before beginning the installation of this product.



PRODUCT SUBMITTAL 102

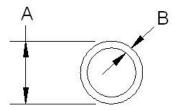
RAUPEX O₂ barrier pipe



Product: RAUPEX® O₂ barrier pipe

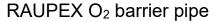
Date: 11 February 2021 (supersedes 31 July 2019)





Article No.	Nominal Size in	Average OD A in (mm)	Minimum Wall Thickness B In (mm)	Weight Ib/ft (kg/m)	Capacity gal/ft (l/m)
136008	3/8	0.500 (12.70)	0.070 (1.78)	0.05 (0.07)	0.0050 (0.0624)
136031	1/2	0.625 (15.88)	0.070 (1.78)	0.06 (0.08)	0.0098 (0.1222)
136880	5/8	0.750 (19.05)	0.083 (2.12)	0.08 (0.11)	0.0134 (0.1671)
136051	3/4	0.875 (22.22)	0.097 (2.47)	0.10 (0.15)	0.0189 (0.2356)
136011	1	1.125 (28.58)	0.125 (3.18)	0.17 (0.26)	0.0316 (0.3939)
136283	1 1/4	1.375 (34.92)	0.153 (3.88)	0.25 (0.37)	0.0467 (0.5827)
136293	1 1/2	1.625 (41.28)	0.181 (4.59)	0.35 (0.52)	0.0650 (0.8118)
136303	2	2.125 (53.98)	0.236 (6.00)	0.60 (0.90)	0.1114 (1.3906)

PRODUCT SUBMITTAL 102





TECHNICAL DESCRIPTION

Specification	English	SI	Standard
Minimum Density	58 lb/ft³	926 kg/m³	ASTM F876
Min. Degree of of Crosslinking	70%	70%	ASTM F876
Max. Thermal Conductivity	2.84 Btu in./(ft ² °F hr)	0.41 W/(m°K)	DIN 16892
Coefficient of Linear Expansion	9.33X10-4 in/ft°F @ 68°F 1.33x10-3 in/ft°F @ 212°F	0.14 mm/(m°C) @ 20°C 0.2 mm/(m°C) @ 100°C	Mean @ 20- 70°C per DIN 16892
IZOD Impact Res.	. INO Break		
Modulus of Elasticity	87,000-130,500 psi @ 68°F 43,500-58,000 psi @ 176°F	600-900 N/mm ² @ 20°C 300-400 N/mm ² @ 80°C	Minimum @ 20°C per DIN 16892

Specification	English	SI	Standard
Tensile Strength	4194-4355 psi @ 68°F 2610-2900 psi @ 176°F per ASTM D638	26-30 N/mm ² @ 20°C 18-20 N/mm ² @ 80°C per ASTM D638	
Roughness	e=0.00028 in	e=0.007 mm	
Temperature Working Range	-40 to 200°F	-40 to 93°C	
O ₂ Permeability		<=0.32 mg/m²/day @ 40°C	DIN 4726
Max. Short- term Exposure	150 psig @ 210°F (48 hr)	1035 kPa @ 99°C (48 hr)	ASTM F876
UV Resistance	See TB218		ASTM F2657

FUNCTIONAL DESCRIPTION

RAUPEX O_2 barrier pipe is manufactured using REHAU's high-pressure peroxide method for crosslinked polyethylene (PEXa). RAUPEX pipe meets or exceeds the requirements of ASTM F876, F877, NSF 61, CSA B137.5 and PPI TR-3. RAUPEX O_2 barrier pipe is SDR9, red in color and for use with the EVERLOC+® compression-sleeve system certified to ASTM F877, the REHAU F1960 cold expansion fitting system certified to ASTM F1960, and RAUPEX compression nut fittings. See REHAU *Technical Bulletin TB261* for other compatible PEX fitting systems. RAUPEX O_2 barrier pipe has a co-extruded oxygen diffusion barrier that exceeds the strict requirements of DIN 4726. RAUPEX pipe is manufactured by REHAU using a quality management system which has been certified to the latest version of ISO 9001.

LONG TERM STRENGTH

The maximum temperature and pressure ratings of the RAUPEX pipe are in accordance to ASTM F876, CSA B137.5 and PPI TR-3. The designer shall determine the actual conditions and apply the appropriate and additional design factors as required for any particular project. The temperature and pressure ratings apply to the application of RAUPEX pipe for conveying heating and cooling water at the 2.0 safety factor on allowable working pressure according to ASTM and CSA. According to the REHAU *PEXa Limited Warranty*, the RAUPEX pipe warranty period of 25 years is for operating conditions at or below 180°F (82.2°C) in permitted applications when the handling, use, installation and maintenance continually complies with all REHAU technical guidelines.

RAUPEX SDR9		
maximum pressures and temperatures	design	factors
160 psi @ 73.4°F (1055 kPa @ 23°C)	0.50	(per ASTM F876, CSA B137.5)
100 psi @ 180°F (690 kPa @ 82.2°C)	0.50	(per ASTM F876, CSA B137.5)
80 psi @ 200°F (550 kPa @ 93.3°C)*	0.50	(per ASTM F876, CSA B137.5)

^{*} REHAU defines Elevated Temperature Applications as those with operating conditions greater than 180°F (82.2°C). When REHAU PEXa pipes are planned to be operated in Elevated Temperature Applications, contact REHAU Engineering to verify your project conditions comply with the REHAU *PEXa Limited Warranty* in accordance to REHAU *Technical Bulletin TB230 Elevated Temperature Applications*.