DATE: 07/02/2012           DEPARTMENT: Public Works           DEPT. HEAD SIGNATURE: 

SUBJECT: Bullion St. 2012 sidewalk Improvements – Review design changes

AUTHORITY: ☐ ID Code  ☐ IAR  ☐ City Ordinance/Code
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

Overview
Revisions requested by Staff have been incorporated into a new design for the sidewalk improvements. See attached Narrative.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS: Caselle#
Budget Line Item # YTD Line Item Balance $
Estimated Hours Spent to Date: Estimated Completion Date:
Staff Contact: Jim Zarubica Phone # 788-9830 ext. 17
Comments:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

☐ City Attorney  ☐ Clerk / Finance Director  ☐ Engineer  ☐ Building
☐ Library  ☐ Planning  ☐ Fire Dept.
☐ Safety Committee  ☐ P & Z Commission  ☐ Police  ☐ Streets
☒ Public Works  ☐ Parks  ☐ Mayor

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD: Motion to approve design and authorize staff to solicit prices from contractors and proceed with constructing the improvements.

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator Dept. Head Attend Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:
Date 

City Clerk

FOLLOW-UP:
*Ord./Res./Agmt./Order Originals: Record Copies (all info.):
Instrument # 
*Additional/Exceptional Originals to: Copies (AIS only)
Draft 12-30-03
This project was initialized in 2009. The city staff contracted local engineers to create a plan for replacing the dilapidated existing sidewalk. A preliminary plan was created in 2009 and after obtaining approval of the owner, prospective tenant/buyer, and city engineering staff, a final design was created and presented to City Council on June 21, 2012 and was approved for construction. Prices were solicited from three local contractors and only one submitted a price to perform the work. A contract for the work was to be presented to City Council on June 4th but was withdrawn by the City Attorney regarding “inferior design” and his desire to place the handicap access on Main Street. The price negotiated at that time was approximately $26,000 and was to be completed prior to the July 4th weekend. Prices are now likely to be higher due to the unavailability of concrete contractors at this point of the building season.

It was reaffirmed with the City Attorney that the access on Main would not meet ADA requirements. A redesign of the improvements to eliminate the ramped access to one of the two entrances on Bullion Street was requested. The redesign will shorten the ramp, eliminate the removal of any stamped asphalt, and eliminate a landing for one of the doors on Bullion. The city will require the owner to sign the door “to remain locked during business hours”. The redesign will decrease the options that any tenant will have, both now and in the future, regarding access to the building. The redesign will not require as large of a ramped area with less handrailing and will not have as many quantities of work items. This may lower the price for the work, but due to soliciting contractors at the height of the building season when very few, if any, are available, the price may be higher. The engineers estimate for this work is approximately $30,000.
CONSTRUCTION NOTES

1. All construction shall be in conformance with the most current edition of the City of Hailey Standard Drawings and Specifications and "Engineering Standards for Public Works Construction" (EPSPC), the contractor shall be responsible for obtaining and keeping a copy of the EPSPC and Hailey Standard Drawings on site during construction.

2. The contractor agrees to be fully responsible for any and all damages which result from failure to accurately locate and preserve all underground utilities. Contractor shall call before (1-800-342-1689) to locate all existing underground utilities.

3. The contractor shall clean up the site after construction so that it is in a condition equal to or better than that which existed prior to construction.

4. The contractor shall be required to obtain all the necessary permits prior to construction.

5. Trenches shall be backfilled and compacted to a minimum of 95% of maximum density as determined by AASHTO 1-89.

6. All clearing & grubbing shall conform to EPSPC Section 201.

7. All excavation & embankment shall conform to EPSPC Section 202. Excavated subgrade shall be compacted and all unsuitable sections removed and replaced with structural fill as determined by the engineer. Minimum compaction of placed material shall be 95% of maximum laboratory density as determined by AASHTO 1-89 or AS 1-91.

8. All 2" minus aggregate shall be placed in conformance with EPSPC Section 601 and compacted per section 202. Uncrushed aggregate shall conform to City of Hailey Standard Specification 2-02 for 2" course aggregate. Minimum compaction of placed material shall be 95% of maximum laboratory density as determined by AASHTO 1-89 or AS 1-91.

9. All 3/4" minus crushed aggregate shall be placed in conformance with EPSPC Section 602 and compacted per section 202. Crushed aggregate for leveling course shall conform to EPSPC Table 602. Minimum compaction of placed material shall be 95% of maximum laboratory density as determined by AASHTO 1-89 or AS 1-91.

10. All asphaltic concrete pavement work shall conform to EPSPC Section 3(5) 805, 810, and 811 for class II pavement. Asphalt aggregate shall be 0-100 mm nominal size conforming to Table 800B in EPSPC Section 805. Asphalt binder shall be PG 58-28 conforming to Table A-1 in EPSPC Section 805.

11. All edges of existing asphalt paving shall be saw cut a minimum of 24" to provide a clean pavement edge for matching. No wheel cutting shall be allowed.

12. The contractor shall be responsible for providing traffic control.

13. All concrete form work shall conform to EPSPC Section 701 and 702. All concrete shall be 3000 psi minimum, 28 days, as defined in EPSPC Section 703, Table 1.6.

14. Expansion joints shall be made as called for in these notes and shown on the plan. Locate and install expansion joints so that they do not impair strength or appearance of the structural system to approved by the engineer. Place expansion joints perpendicular to main reinforcement. Continue reinforcement across joints except as indicated otherwise.

15. For curb place expansion joints every ten (10) feet, and at the junction of straight grades and radii, and at either end of a driveway, pedestrian drop, or alley section. For sidewalk, place joints every ten (10) feet, and at either side of each main grate.

OWNER INFORMATION

CITY OF HAILEY
115 MAIN STREET SOUTH
SUITE 201
HAILEY, ID 83333
PHONE: 208-788-4221
FAX: 208-789-2804

GALA ENGINEERING, INC.
CIVIL ENGINEERS & LAND SURVEYORS
320 W. Main Street
Hailey, Idaho 83333
(208) 780-1105
(208) 780-1106 fax
email: gale@hailey-engineering.com

TITLE SHEET
THE SOUTH SIDE OF BULLION STREET FROM ALLEY TO MAIN STREET
PREPARED FOR THE CITY OF HAILEY

REVISIONS

REUSE OF DRAWINGS
These drawings, or any portion thereof, shall not be used on any project or extension of work except with the written consent of Gale Engineering, Inc.
## Bullion Street Improvements

<table>
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<tr>
<th>#</th>
<th>Item &amp; Category Description</th>
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<th>Qty</th>
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**Subtotal**  

$29,779.97

**Subtotal Opinion of Probable Construction Cost**  

$29,780
AGENDA ITEM SUMMARY

DATE: 07/02/2012  DEPARTMENT: Sustainability/Public Works  DEPT. HEAD SIGNATURE: MP

SUBJECT: Discussion of Resolution and Agreement with Lytle Signs to design and install awnings on City Hall.

AUTHORITY: □ ID Code __________ □ IAR _______ □ City Ordinance/Code _______
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
In May 2012, City staff advertised a bid for awning design and install for City Hall and received no responses. Staff then pursued 3 different awning manufacturers to solicit proposals. Lytle sign was the only respondent. Using the city’s original bid document, Lytle Signs submitted the following proposal on June 28, 2012 (full proposal attached):

OPTION #1 - Long Awnings on 1st floor as shown in attached sketch:

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<tr>
<td>Awnings for south side of City Hall (1st and 2nd floor only) (staff has requested a sketch of this proposal)</td>
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<td>$35,886.00</td>
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OPTION #2 - Short Awnings on 1st floor (staff has requested a sketch of this proposal):

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<td>Awnings for all of City Hall</td>
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<tr>
<td>Awnings for south side of City Hall (1st floor only)</td>
<td>$37,383.00</td>
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There is approximately $39,000 for this work; $32,000 left in EECBG funds and $7,000 in rebates the city has accumulated from Idaho Power by implementing the energy efficiency projects listed below during the past year. The EECBG funds expire mid-September; therefore, given that we just received the proposal from Lytle, the timing is becoming tight, if the Council chooses to install awnings.

To date the following energy efficiency upgrades have been made:
1. Library’s HVAC systems were fixed and economizers and demand control ventilation was installed.
2. Library’s duct work was insulated and air leaks were sealed.
3. Library zone control and thermostats were retrofitted.
4. Police Dept.’s lights were replaced with high efficiency lighting.
5. City Hall’s (2nd floor only) HVAC units were replaced with new high efficiency units.
6. Street Dept.’s HVAC system was tuned and dampers were adjusted.
7. Street Dept.’s non-functioning thermostats were replaced with programmable thermostats.

All recommendations have been completed, except weatherization and sealing of the Library's doors (estimated at $1000) and the City Hall awning project.

Staff has checked with the Community Development Department; no building permit or design review is required for this project. The plans have been shared with the Hailey Historical Preservation Commission and the State Historical Preservation Office (SHPO). They are reviewing the plans concurrently. The City Treasurer is reviewing the city’s budget to determine if additional funding is available to install awnings in addition to the 1st floor and south side of City Hall only.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)
RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
The Council should: 1) select one scope of work/bid from the list above; 2) discuss color preferences or allow staff to coordinate with the Council and Mayor on color (any color is possible) outside of the Council meeting and 3) approve the resolution and agreement, authorizing the Mayor to sign both, contingent on the City Attorney's review and finalization of the agreement and the Hailey Historical Preservation Commission and State Historical Preservation Office's approval of the design.

__________________________

ACTION OF THE CITY COUNCIL:
Date: ______________________

City Clerk ______________________

__________________________

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record Copies (all info.): Instrument #

*Additional/Exceptional Originals to: Copies (AIS only)
CITY OF HAILEY
RESOLUTION NO. 2012-45

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE EXECUTION OF CONTRACT FOR SERVICES WITH LYTLE
SIGNS, FOR DESIGN AND INSTALLATION OFawnings AT CITY HALL

WHEREAS, the City of Hailey desires to enter into an agreement with Lytle Signs under
which Lytle Signs will perform and be responsible for Design And Installation Of Awnings At
City Hall for the City of Hailey.

WHEREAS, the City of Hailey and Lytle Signs have agreed to the terms and conditions
of the Contract for City Hall Awnings, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF HAILEY, IDAHO, that the City of Hailey approves the Contract For City Hall
Awnings between the City of Hailey and Lytle Signs and that the Mayor is authorized to execute
the attached Agreement,

Passed this ______ day of JULY 2012.

City of Hailey

______________________________
Fritz X. Haemmerle, Mayor

ATTEST:

______________________________
Mary Cone, City Clerk
ARTIST'S CONCEPT OF PROPOSED AWNINGS

REPLACE EXISTING AWNINGS
SUNBRELLA HEMLOCK TWEED FANCY FABRIC
#4751 OVER METAL FRAME

FIRST FLOOR: (2 EA.) 8' X 13.5' X 7', 6' X 34' X 5.5', 6' X 13.5' X 5.5', 6' X 50' X 5.5',
6' X 34' X 5.5' 6' FRONT PANELS

SECOND FLOOR: (6 EA.) 3' X 13.5', (6 EA.) 3' X 10', (6) 3' X 11', (2 EA.) 3' X 12', 3' X 5'
ALL 4' PROJECTION 6' FRONT PANELS

SIMULATION OF FABRIC TO BE USED

TYPICAL ELEVATION AND SIDE VIEW

VARIES
VARIES
VARIES
0'-6"
2 NON-ILLUMINATED AWNINGS

SUNBRELLA HEMLOCK TWEED FABRIC #4751
OVER METAL A BOWED FRAME

SIZE TO BE VERIFIED BY SURVEY

*SECOND IDENTICAL LOCATION NOT SHOWN

ARTIST'S CONCEPT OF PROPOSED AWNING

SIMULATION OF FABRIC TO BE USED
ADVERTISEMENT FOR BIDS

PROJECT TITLE: City Hall and Library Awnings

Separate sealed BIDS for designing, engineering, supplying, and installing awnings on the Fox Building located at 115 Main Street South and other related work as set forth in the contract documents for City Hall and Library Awnings will be received by the City of Hailey at 115 Main St S, Hailey, ID 83333, until 2 pm local time on June 6, 2012, and then at said office publicly opened and read aloud.

The work involves designing and supplying awnings that have been reviewed and approved by an engineer, and installing the awnings per specifications. It is the intent of these documents to describe the work required to complete this project in sufficient detail to secure comparable bids. All parts or work not specifically mentioned which are necessary in order to provide a complete installation shall be included in the bid and shall conform to all Local, State and Federal requirements.

The Project Specification and Drawings may be examined at the following locations:

1) 115 Main St S., Hailey, ID 83333;
2) [www.haileycityhall.org](http://www.haileycityhall.org);

The Project Specification and Drawings may be obtained at 115 Main St S., Hailey, ID 83333.

In determining the lowest responsive bid, the Owner will consider all acceptable bids on a basis consistent with the bid package. The Owner will also consider whether the bidder is a responsible bidder.

Before a contract will be awarded for work contemplated herein, the Owner will conduct such investigation as is necessary to determine the performance record and ability of the apparent low bidder to perform the size and type of work specified under this Contract. Upon request, the bidder shall submit such information as deemed necessary by the Owner to evaluate the bidder’s qualifications.

All bids must be signed and accompanied by evidence of authority to sign.

Bids must be accompanied by Bid Security in the form of either a bid bond, certified check, cashier's check or cash in the amount of 5% (five percent) of the amount of the bid proposal. Said bid security shall be forfeited to the City of Hailey as liquidated damages should the successful bidder fail to enter into contract in accordance with their proposal as specified in the Instructions to Bidders.

The City of Hailey reserves the right to reject any or all proposals, waive any nonmaterial irregularities in the bids received, and to accept the proposal deemed most advantageous to the best interest of the City of Hailey.

May 18, 2012
Date

Mariel Platt, Sustainability Coordinator

Dates Advertised: May 23 and 30, 2012
Idaho Mountain Express
PERFORMANCE REQUIREMENTS

1. SCOPE OF WORK

1.1 Design, engineer, furnish, and install awnings on Hailey City Hall

A. Design awnings of a durable, weather resistant material that retains color and strength for all windows as shown on the accompanying drawings, photographs and as listed on Appendix A.

B. Provide design of structural attachments to meet the 2009 IBC and any other applicable standards by a licensed structural engineer.

C. Provide energy modeling results that substantiate the intent behind the proposed awning design using Energy Plus, EQuest, or another 2009 IECC approved energy modeling program. Include a narrative that describes how the proposed design reflects the results of the energy model and optimizes thermal comfort, reduces glare, and improves energy efficiency or reduces the peak energy load demands.

D. Furnish and install.

1.2 Bid Alternate A - Design, engineer, furnish, and install awnings on South side of Hailey City Hall, both the main and upper floor: Windows L, M, N, O, P, Q, R, S, T, U, V, W.

1.3 Bid Alternate B - Design, engineer, furnish, and install awnings on South side of Hailey City Hall, the main floor only: Windows M, R, S, T, U, W.

2. SCHEDULE

2.1 The proposed schedule is for Final Completion by September 7, 2012.

2.1.1 If the proposed schedule is not obtainable in the bidders calculations a revised schedule must be submitted with the proposal.

* * WE WILL ACQUIRE STAMPED ENGINEERED DRAWING AFTER ORDER IS RECEIVED *

-176-
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1. COMPETITION PROCESS

1.1 PROJECT SCHEDULE

1.1.1 RFP Notice Publish Dates: May 23rd and 30th 2012

1.1.2 RFP Documents Available: May 23rd 2012

1.1.3 Proposals Due: 2 p.m. MDT, June 6, 2012

1.1.4 Notice of Award: Within 30 days after due date.

1.1.5 Start of Construction: June 19, 2012

1.1.6 Desired Final Completion Date: August 4, 2012

1.1.7 The City of Hailey reserves the right to change the schedule or terminate the entire competition process at any time.

1.2 REQUEST FOR PROPOSALS

1.2.1 The RFP Documents will consist of:
- The Request for Proposal, including:
  i. INSTRUCTIONS TO PROPOSERS
  ii. THE PROPOSAL FORM
  iii. THE PROPOSED AGREEMENT
  iv. PERFORMANCE REQUIREMENTS
  v. BUILDING STRUCTURAL AND OTHER DRAWINGS
  vi. STATUTORY REQUIREMENTS

1.2.2 Proposal Submission: Date as indicated in schedule above.
- Time: Not later than 2:00 pm MDT
- Location: City of Hailey City Hall, 115 Main St S., Hailey, ID 83333
- Number of Copies:
  i. 1 copy of the Proposal Form and Bid Bond in a separate sealed envelope.
  ii. 3 copies of proposed awning design and colors.

1.2.3 Proposal Security: Each proposal must be accompanied by bid surety payable to the City in the amount of 5% of the proposal price. The bid surety shall be either a Bid Bond or a Certified Check.

1.2.4 Proposal Exhibits will be opened and receipt acknowledged. The Exhibits will be evaluated privately and without the "ad hoc" review team's knowledge of the Proposers' Price. After evaluation and scoring the Proposal Forms will be available for public review.
1.2.5 Acceptance, Award, and Rejection: All proposals will remain subject to acceptance for 60 days after the day of the proposal opening, but City may, at its sole discretion, release any proposal and return the proposal security prior to that date.
   a. City reserves the right to reject any or all proposals, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional proposals.
   b. City also reserves the right to waive all informalities not involving price, time; or changes in the work, and to negotiate contract terms with the apparent successful proposer.

1.2.6 Execution of Agreement: When the City gives a Notice of Award to the successful proposer, the proposer will be expected to execute the Agreement within 15 days thereafter and deliver the required contract security.

2. EVALUATION

2.1 THE EVALUATORS

2.1.1 Evaluation and recommendation will be made by the Public Works Director, Sustainability Coordinator, City Librarian and City Administrator.

2.1.2 Contact with City's Evaluators prohibited: Following the receipt of proposals prospective contractors are prohibited from discussing the RFP and the project with any member of the review team except as provided herein; inappropriate contact will be grounds for disqualification and proposal rejection.

2.1.3 Notice of Award: Notification to the successful proposer and all unsuccessful proposers will be made by June 19, 2012. July 9, 2012.

2.1.4 City may conduct such other investigations as City deems is necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications, and financial ability of the proposers to perform the work in accordance with the Contract Documents.

2.1.5 City will conduct a debriefing after award at the request of any proposer.

2.2 SELECTION CRITERIA

2.2.1 Basis of Selection: The successful proposal will be the one that provides the best value to the City, based on total score calculated using ranked design, price, and "weighted criteria", as noted below.

2.2.2 Design/Price/"Weighted" Criteria: In evaluating proposals, City will consider the following in the order given, based on the Exhibits submitted with the Proposal Form:
   a. Price (40 points) The lowest priced proposal will receive the maximum available points; others will receive fewer points proportional to the percent that their price exceeds the lowest price.
   b. Project Approach and Schedule (40 points) Viable design that maximizes occupancy comfort and lowers peak energy loads, made with durable and warranted materials and craftsmanship and construction schedule meeting required Completion Date.
c. Qualifications of Project Team (10 points) Design experience of project team members.
d. Relevant Project Experience (10 points) Examples of past design-build projects successfully completed.

2.2.3 Proposal Exhibits: Submit Energy Plus, EQuest, or other 2009 IECC approved modeling software results with a narrative describing the proposed awning design and how it maximizes occupancy comfort and minimizes peak energy loads or improves energy efficiency. Submit drawings, specifications, and other data sufficient to adequately explain the design intent and the character of the proposed design and construction.

2.2.4 Minimum Qualifications Required:
a. State of Idaho Public Works License and ability to comply with other Statutory Requirements, such as Buy America Act and Davis Bacon Wages. (Note: If proposer feels that Davis-Bacon wages do not apply to all or part of this work please provide the reasons why with your proposal.)

b. Minimum Experience in Similar Projects: Similar type, size and scope.
   i. 4 projects in the last two years.

c. Bonding Capacity: At least 100% of the contract price.
d. Insurability: $1,000,000, minimum.

3. TERMS AND PROCEDURES

3.1 Copies of Proposal Documents: Complete sets of Documents may be obtained from the City at the address indicated in the Invitation to Proposers.

3.1.1 Proposal Documents: A deposit sum will not be required.

3.1.2 Documents will not be issued to subcontractors or suppliers.

3.1.3 Complete sets of Proposal Documents must be used in preparing proposals. The City will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.

3.2 Questions: All questions about the meaning or intent of the Documents are to be directed to the Public Works Director by email or fax. All questions will reference the specific item in question.

3.2.1 Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda faxed, emailed or mailed to all parties recorded by City as having received the Proposal Documents.

3.2.2 Questions received less than 5 days prior to the date for opening of proposals may not be answered.

3.2.3 Only questions answered by formal written Addenda will be binding; oral and other interpretations or clarifications will be without legal effect.

3.2.4 Addenda may also be issued to modify the Proposal Documents as deemed advisable by the City.
3.3 Examination of Conceptual Documents and Site: It is the responsibility of each proposer, before submitting a proposal, to:

3.3.1 Examine thoroughly the Proposal Documents;

3.3.2 Visit the site or otherwise become familiar with the general, local and site conditions that may affect cost, progress, or performance of the work.

3.3.3 Consider federal, state or local laws and regulations that may affect cost, progress, and performance of the work.

3.3.4 Promptly notify the City of all conflicts, errors, ambiguities, and discrepancies which the proposer has discovered in the Proposal Documents.

3.4 Access to Site: The site is available for proposers to visit at their convenience.

3.5 Sales and Use Tax: City is exempt from State sales and use taxes on the amounts paid to the design-builder on the Contract Price.

3.5.1 The Designer-Builder shall be liable for sales and use taxes on materials and equipment incorporated into the Work, in accordance with applicable laws of the State of Idaho.

3.6 Contract Time: The time in which the work is to be completed will be incorporated into the Agreement and as noted in the Project Information.

3.7 Proposal Form: The Proposal Form is included in the Proposal Documents.

3.7.1 All blanks on the Proposal Form must be completed by printing in ink or typewritten.
   a. In addition to signatures, names must be typed or printed in ink.
   b. The address and telephone number for communications regarding the proposal must be shown.
   c. State Public Works Contractor license must be shown.
   d. Signatures must be notarized.

3.7.2 The Proposal Form shall contain an acknowledgement of receipt of all Addenda, the numbers of which must be filled in on the Proposal Form.

3.7.3 Subcontractors must be listed as required by Idaho Code Sec. 67-2310.

3.8 Proposal Exhibits: See the Proposal Form for Exhibits that must be attached to or submitted with each Proposal. No other Exhibits are allowed.

3.8.1 Qualification Statement: Submit a narrative statement responding to each of the Minimum Qualifications Required above. Include resumes of key construction management and design personnel to be assigned to the project (maximum of one page each). List major subcontractors to be utilized on the project.
3.8.2 Design and Construction Schedule: Prepare a schedule as a graphic, time-
scaled bar chart showing continuous flow from left to right. Indicate durations and
specific calendar dates for all design and construction activities.

3.8.3 Drawings: Drawings shall be on 11 x 17 inch paper. Identify scale, date, project,
and Proposer.

3.8.4 Awning material examples: All color options and fabric types available for the bid
price.

3.8.5 All materials submitted will become the property of the City.

3.8.6 City reserves the right to publish or display publicly all exhibits and drawings.

3.9 Submission: Proposals (Proposal Form, bid surety, energy modeling analysis, exhibits,
drawings) shall be enclosed in a sealed envelope, marked with the project title and the
name and address of the proposer.

3.9.1 Seal the Proposal Form and bid surety in a separate envelope marked “PRICE
PROPOSAL.”

3.9.2 If the submission is sent through the mail or other delivery service, the sealed
envelope shall be enclosed in a separate envelope marked “PROPOSAL ENCLOSED.”

3.10 Proposal Security: Proposal security must be in the form of certified check or a surety
bond.

3.10.1 Surety Bonds: Issued by a surety meeting the requirements of the General
Conditions.

3.10.2 The proposal security of the successful proposer will be retained until such
proposer has executed the Agreement, furnished any required contract security, and met
the other conditions of the Notice of Award, whereupon the proposal security will be
returned.

3.10.3 If the successful proposer fails to execute and deliver the Agreement and furnish
the required contract security within 15 days after the Notice of Award, City may annul
the Notice of Award and the proposal security of that proposer will be forfeited.

3.10.4 The proposal security of other proposers whom the City believes to have a
reasonable chance of receiving the award may be retained by the City until 7 days after
the effective date of the Agreement with the successful proposer or 60 days after
opening of proposals, whichever is earlier.

3.10.5 The proposal security of proposers whose proposal is not considered competitive
will be returned within 21 days after the proposal opening.

3.11 Withdrawal or Modification After Submission: Proposals may not be modified after
submission; withdrawal of proposal after submission will result in forfeiture of proposal
security.
3.12 Disqualification: Any proposer may be disqualified due to breach of proposal procedures, resulting in forfeiture of proposal security.

3.13 Execution of Agreement: Notice of Award will be accompanied by the required number of unsigned copies of the Agreement with all other written Contract Documents attached.

3.13.1 The Awardee shall sign and deliver the required number of copies of the Agreement and attached documents to City with the required contract security.

3.13.2 Within 15 days thereafter City shall deliver one fully signed copy to the Design-Builder.
PROJECT IDENTIFICATION: HAILEY CITY HALL AWNINGS

THIS BID IS SUBMITTED TO:

The City of Hailey
115 Main St S.
Hailey, ID 83333

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

<table>
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<th>Addendum No.</th>
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B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all drawings of the City Hall structural design included with the Bid Documents.

E. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents. *SEE EXHIBIT A*
PROPOSAL FORM

F. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

LUMP SUM BASE BID PRICE TWO HUNDRED TEN DOLLARS ($106,100.00)

Alternate A Price FOUR HUNDRED TWENTY-FIVE DOLLARS ($457,425.00)

Alternate B Price EIGHT HUNDRED EIGHTY-SIX DOLLARS ($858,860.00)

All specific cash allowances are included in the price(s) set forth above and have been computed in accordance with paragraph 11.02 of the General Conditions.

6.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

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F. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

LUMP SUM BASE BID PRICE TWO HUNDRED EIGHT DOLLARS ($105,818.00)

(use words).

FORTY-SIX THOUSAND

Alternate A Price NINE HUNDRED TWENTY-TWO DOLLARS ($46,922.00)

(use words)

THIRTY-SEVEN THOUSAND

Alternate B Price THREE HUNDRED EIGHTY-THREE DOLLARS ($373,883.00)

(use words)

All specific cash allowances are included in the price(s) set forth above and have been computed in accordance with paragraph 11.02 of the General Conditions.

6.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement on the Liquidated Damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.
PROPOSAL FORM

6.03 Bider agrees to comply with Idaho Code 44-1001 through 44-1006, regarding employment of Idaho residents.

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of cash, certified check or Bid Bond

B. Bidder shall include in his Bid the name, or names and address, or addresses, and Idaho Public Works Contractor License Numbers of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract.

C. In addition to subcontractors for plumbing, heating and air-conditioning work, and electrical work, provide the names and addresses of the additional subcontractors, suppliers, individuals or entities called for in the Instructions to Bidders (include Idaho Public Works Contractor License Numbers for any subcontractors);

D. Required bidder qualifications statement with supporting data; and

8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on JUNE 28, 2012.

Idaho Public Works Contractor License No. PW- C-13113 - B - 4
Expiration Date 7-31-2012
PROPOSAL FORM

A Corporation

Corporation Name: LYTLE SIGNS, INC. (SEAL)

By: Shirley Cress
(Signature – attach evidence of authority to sign)

Name (typed or printed): SHIRLEY CRESS

Title: ESTIMATOR (CORPORATE SEAL)

Attest: REX E. LYTLE
(Signature of President)

Business address: P.O. BOX 805 TWIN FALLS, ID 83308-0805
1915 KIMBERLY RD. TWIN FALLS, ID 83301
800-661-6836
Phone No.: 208-733-7299 FAX No.: 208-733-8653

State of Incorporation: IDAHO

Type (General Business, Professional, Service, Limited Liability): ELECTRIC SIGN CO.

Date of Qualification to do business is 1948

SEE ATTACHED EXHIBIT A


I attest the veracity of signatures for Shirley Cress and Rex E. Lytle.

LYNN C. JAYNES
State of Idaho
Exp. 10/27/2015

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Exhibit A:

Prices are assuming the building is structurally sound to accept the proposed awnings. City of Hailey is responsible to verify that the building is structurally sound.

We will need to receive the order for the awnings no later than July 9th.

Delivery and install date will be the 7th of September, depending on availability of materials and stamped engineered plans.

A 50% deposit will be required before order of materials.

Davis Bacon wages will comply with onsite work only.

City permits costs to be waived.

No subcontractors will be used for this project.
1. **IDAHO PUBLIC WORKS CONTRACTORS LAW**

1.1 Provisions of the Idaho Public Works Contractors Law apply to this Project, including, but not limited to, the following:

1.1.1 Sec. 44-1001. Employment of residents of Idaho.

1.1.2 Sec. 44-1002. Terms of employment and wages.

1.1.3 Sec. 54-1902. Unlawful to Engage in Public Works Contracting Without License.

1.1.4 Sec. 54-1926. Performance and Payment bonds required of Contractors for public buildings and public works.

1.1.5 Sec. 67-2310. Subcontractors to be listed on bid of General Contractor - Exceptions.

1.1.6 Sec. 67-2348. Preference for Idaho domiciled contractors on Public Works.

2. **GRANT REQUIREMENTS**

2.1 All equipment to be installed will be made in the U.S.A. The Buy American provision in the American Recovery and Reinvestment Act of 2009 (section 1605 of Title XVI), provides that, unless one of three listed exceptions applies (nonavailability, unreasonable cost, and inconsistent with the public interest), and a waiver is granted, none of the funds appropriated or otherwise made available by the Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all the iron, steel, and manufactured goods used are produced in the United States. A good start for those new to the act is the “DOE Buy American Desk Guide March 2011” found at [http://www1.eere.energy.gov/recovery/pdfs/buy_american_desk_guide.pdf](http://www1.eere.energy.gov/recovery/pdfs/buy_american_desk_guide.pdf).

2.2 The Davis-Bacon Act applies including local prevailing wage rates and reporting requirements (weekly certified payrolls reports). A primer to the act is the “DOE DBA Desk Guide 06-16-2010” found at [http://www1.eere.energy.gov/wip/pdfs/doe_dba_desk_guide.pdf](http://www1.eere.energy.gov/wip/pdfs/doe_dba_desk_guide.pdf). For more information on Davis-Bacon wage rates see [http://www.wdol.gov](http://www.wdol.gov) (select DBA WD/Idaho/Blaine/Buildings). The Vendor is responsible for compliance with all requirements.
Lytle Signs, Inc.

Your National Connection in the Northwest

Since 1948, Lytle Signs has strived to produce the finest sign related products possible. As we have grown in size, our commitment to that mission has remained constant. We are committed to our customers and have been honored to have our customers return that commitment and loyalty. They have come to realize that their business image is our only business. We take great pride in that trust.

We’ve worked hard for our good reputation and we’ll work hard for you.

We offer custom electric signs, corporate signage, non-illuminated signs, neon signs, electronic message centers, free standing signs, fuel price signs, monument signs, awnings, real estate signs, traffic signs, vacuum formed signs, vehicle graphics, vehicle lettering, window lettering, vinyl decals, complete sign packages and more. In addition, we offer sign installation, sign service and repair in Idaho, Nevada, Utah, Wyoming, and parts of Oregon and Montana. We will manufacture, permit and install your complete sign package, or manufacture and ship your sign package directly to you.

To familiarize you with Lytle Signs, Inc., a brief description of our equipment and capabilities includes the following:

- In business since 1946 in Twin Falls and Meridian, Idaho
- Member of World Sign Assoc. with affiliates throughout the United States
- Member of United States Sign Council and Northwest Sign Council
- Employ approximately 60 people
- Equipment includes (5) Service trucks, (2) 60’ Cranes, (1) 100’ Crane, (1) 146’ Crane, (1) 70’ Crane, (2) scissorlifts, 28’ remote control service truck and a 40’ service bucket truck.
- Plant size 36,000 square feet
- 3 acres of outside storage
- Our crews provide installation throughout Idaho, Nevada, Utah, Oregon, Montana and Wyoming. We contract with a reputable network of sign companies throughout the United States for installations outside these areas.
- Computerized Cad-cam router system for interior and exterior signs, plaques, letters and graphics
- Computerized vinyl cutting and pattern making equipment
- Large format exterior quality digital imaging system
- Color scanning and reproduction
- Manufacture electric, neon, plastic, painted and sandblasted signs, and illuminated awnings
- Manufacturing vaco-formed faces up to 8' X 16'
- State of the art neon glass manufacturing equipment and facility
- Manufacture and install custom store fronts and fascia
- (2) Spray booths; (1) spray bake system, one of which is 54’ in length
- Provide installation work for several national companies and franchises
- Manufacture and install many types of electric and electronic signage that we own and lease and/or maintain for customers from Idaho, Northern Nevada, Utah and Wyoming
- All of the necessary workman’s compensation, property and casualty insurance; licenses and bonds in force in areas where necessary

In addition to our main focus of custom electric signs, we manufacture for regional and national companies including, but not limited to, Tesoro Petroleum, IHOP Restaurants, Sinclair Oil, Wal-Mart and Arctic Circle Restaurants.

In addition to our main plant in Twin Falls, Idaho, Lytle Signs, Inc. has a 10,000 square feet satellite office in Meridian, Idaho (opened in 2006) with light fabrication capability. All of our signs are manufactured to Underwriters Laboratories specifications and are UL labeled. Lytle Signs, Inc. is committed to keeping abreast of the newest and most effective production materials and procedures.

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LICENSED IN IDAHO, MONTANA, NEVADA, OREGON, UTAH AND WYOMING #0029311 www.lytlesigns.com

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AGENDA ITEM SUMMARY

DATE: 7/2/2012    DEPARTMENT: Legal    DEPT. HEAD SIGNATURE: __________

SUBJECT:
Amendment to Chapter 13.08 (Water Conservation) of the Hailey Municipal Code

AUTHORITY: □ ID Code □ IAR □ City Ordinance/Code
(IFAPPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:
I was asked to review an amendment to the Water Conservation chapter of the Hailey Municipal Code. The proposed amendment eliminates the prohibition of outdoor watering on the 31st day of a month. In addition, the amendment will only allow a warning for a second violation.

Ned

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS
Casele # __________
Budget Line Item # __________ YTD Line Item Balance $ __________
estimated Hours Spent to Date: __________ Estimated Completion Date: __________
Staff Contact: __________ Phone #: __________
Comments: __________

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IFAPPLICABLE)

City Attorney __________ Clerk / Finance Director __________ Engineer __________ Building
Library __________ Planning __________ Fire Dept.
Safety Committee __________ P & Z Commission __________ Police __________
Streets __________ Public Works, Parks __________ Mayor __________

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:
Discuss the proposed amendment. If acceptable, make a motion to approve the proposed ordinance amendment and to conduct the first reading of the ordinance.

FOLLOW-UP REMARKS: __________
HAILEY ORDINANCE NO. ___

AN ORDINANCE OF THE CITY OF HAILEY, IDAHO, AMENDING THE HAILEY MUNICIPAL CODE BY AMENDING SECTION 13.08.010, TO ELIMINATE THE PROHIBITION OF OUTDOOR IRRIGATION ON THE 31ST DAY OF A MONTH; BY AMENDING 13.08.040 TO CLARIFY THE WARNING CITATION PROCESS; BY PROVIDING A SEVERABILITY CLAUSE; BY PROVIDING FOR A REPEALER CLAUSE; AND BY PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and the City Council of the City of Hailey believe that the current odd-even water conservation system assists both in water pressures and conservation;

WHEREAS, the Mayor and City Council of the City of Hailey believe that enabling water users to irrigate on the 31st day of a month will not hinder water pressure and conservation efforts; and

WHEREAS, the Mayor and City Council of the City of Hailey believe that the adoption of this ordinance will promote the health, safety and general welfare of the citizens of the City of Hailey.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HAILEY, IDAHO, AS FOLLOWS:

Section 1: Section 13.08.010 of the Hailey Municipal Code is hereby amended by the deletion of the stricken language, as follows:

13.08.010 Implementation of municipal water usage conservation measures.

A. Prohibition and Restriction of Municipal Water Usage. The sprinkling or watering of outdoor plantings such as grass, lawns, gardens, ground cover, shrubbery, trees or other landscaping shall be restricted upon all properties with even numbered street addresses to even numbered calendar days, upon all properties with odd numbered street addresses to odd numbered calendar days, and upon all properties on the 31st day of any month, and shall be prohibited between the hours of ten a.m. and six p.m. daily, except as provided below:

1. Upon written request made by a Water User, the water superintendent may grant an exception to the prohibition and restriction of municipal water usage if one or more of the following conditions are met:
   a. The Water User is now using, or will use as condition to the granting of the exception, water conservation irrigation devices such as drip or bubbler style irrigation systems that minimize water evaporation losses; or
   b. The Water User's water usage will be for the purpose of sprinkling or watering new plantings for a specified time period.

B. Exclusion. Sprinkling or watering by commercial nurseries on their own sites are specifically excluded from the prohibitions and restrictions of this chapter.
C. Emergency Powers. The Mayor may, upon notification by the Idaho Department of Water Resources of curtailment of City of Hailey water rights, declare an emergency and restrict water use to domestic purposes only.

**Section 2:** Section 13.08.040 of the Hailey Municipal Code is hereby amended by the addition of the underlined language, as follows:

13.08.040 Violation—penalty. Any person found to be violating any provision of this chapter shall be subject to the following:
A. First and second violation: warning citation.
B. All subsequent violations:
   1. All subsequent violations shall result in immediate termination of water service to the property. Prior to reinstatement of service, the person violating the provisions of this chapter shall pay a discontinuance fee and recommencement fee as established by city council resolution.
   2. Any person, firm or other legal entity violating any provision of this chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than three hundred dollars ($300.00) or imprisonment in the county jail for a period not to exceed six (6) months, or both such fine and imprisonment. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

**Section 3:** Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

**Section 4:** All ordinances and parts of ordinances in conflict herewith are hereby repealed.

**Section 5:** This Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED AND ADOPTED BY THE HAILEY CITY COUNCIL AND APPROVED BY THE MAYOR THIS ____DAY OF JULY, 2012.

Fritz X. Haemmerle, Mayor, City of Hailey

Attest:

Mary Cone, City Clerk

Publish: Idaho Mountain Express, July __, 2012.