

A RESOLUTION TO ADOPT FEES FOR THE EXCAVATION OF CITY PROPERTY OR RIGHT OF WAY

WHEREAS, the City of Polson wishes to provide for the orderly and efficient use of its public rights of way and easements;

WHEREAS, it has been noted that as technology has grown as has the City that more demand has been and is being placed upon the use of the rights of way;

WHEREAS, the City wishes to maintain a tracking system of the use of the rights of way and to provide for its purchase and maintenance through user fees rather than taxpayer or ratepayer fees;

WHEREAS, accurate tracking and placement of the various utilities will provide for orderly growth and service to the community;

WHEREAS, the city manager and city finance officer have determined that an indirect cost for administrative purposes of seven percent (7%) is adequate to support the direct services provided in the administration of the fees proposed herein; such sum is included in the fees set forth herein; and

WHEREAS, it appears in the best interests of the citizens of Polson, that reasonable and adequate fees be required for all excavations within the City rights of way and grounds such fees on the average direct and indirect costs to provide plan checking, permit administration, field inspection, records management, and warranty inspection;

NOW THEREFORE BE IT RESOLVED BY THE CITY OF POLSON, that the following fee schedule for excavations authorized by Ordinance # 2015-004, within the City as that term is defined by Ordinance are adopted:

A. Excavation Permits for Sanitary Sewer and Water: \$250.00

Plus assessment for asphalt or concrete cut as follows.

B. Excavation permits for Miscellaneous Excavations:

1. New utility mains including sewer, water, storm drain, gas, electric, phone, fiber optic, and cable television are:

- a. Utility main construction: 0-50 lineal feet: \$150.00
- b. Utility main construction greater than 50 lineal feet: \$200.00
 - Cost per lineal foot exceeding 300 feet (trenching) \$1.10/ft
 - Cost per lineal foot exceeding 300 feet (boring) \$0.50/ft

2. All other permits including repair permits: \$150.00

Plus assessment for asphalt or concrete cut as follows.

C. Excavation Investigation fee. Additional fees may be assessed and collected for extraordinary investigations in the discretion of the Street Superintendent as provided by the Ordinance.

The asphalt cut assessment rate shall be determined per the following table:

| AGE | ARTERIAL | COLLECTOR | LOCAL |
|------------------------|----------|-----------|----------|
| 2 years or less | \$20/SF* | \$15/SF* | \$10/SF* |
| More than 2 years to 5 | \$15/SF | \$12/SF | \$8/SF |
| More than 5 years to | \$10/SF | \$8/SF | \$4/SF |
| Excellent condition | \$8/SF | \$4/SF | \$1/SF |

| | | | |
|---------------------------------------------------------------------------------------------------------------------------------------|--------|--------|--------|
| Pavement < 10 years old and/or seal coat that is < 5 years old outside the asphalt patch that is damaged during excavation operations | \$3/SF | \$2/SF | \$1/SF |
| Seal Coat 5 years or | \$3/SF | \$2/SF | \$1/SF |
| | | | |

All Resolutions or part of resolutions in conflict herewith are hereby amended to the extent of any such conflict.

The clerk is hereby instructed to place this Resolution in the Book of Resolutions and the City of Polson Schedule of Fees.

Ayes 6 Nays _____ Abstentions _____ Absent 1

PASSED AND APPROVED this 4th day of May 2015.

EFFECTIVE DATE: May 4, 2015

Heather Knutson, Mayor

ATTEST:

Cora E. Pritt, City Clerk

PROCEDURE FOR EXCAVATION PERMIT APPLICATION

EFFECTIVE May 4, 2015

1. Application and Permit form is obtained from Polson City Hall or over the internet at <http://www.cityofpolson.com/>.
2. Complete original form and one copy must be returned to the City with the \$50.00 application fee to cover administrative review costs. The original application will be retained by the City; the duplicate will be the applicant's file copy and permit.
3. The application must be signed by the property owner of record or an authorized representative of the utility.
4. At least one week review time by the City should be allowed. It shall be the applicant's responsibility to coordinate with all appropriate utilities. All fees attributable to the excavation site shall be paid prior to issuance of the permit to excavate.
5. If the City Manager recommends the approval of the application, a representative of the City will contact the applicant and advise the Applicant of any conditions for construction and the fee for the service.
6. If the City Manager recommends denial of the application, the copy will be returned to the property owner, who may elect as an individual to submit the request for appeal to the City Commission.
7. If the City Commission overrules the City Manager, the City will forward an executed copy of the Permit to the Applicant and the fees shall be collected prior to construction.

CITY OF POLSON

EXCAVATION APPLICATION AND PERMIT

Application Fee: \$50.00

1. Name of Applicant: _____
2. Address of Applicant: _____
3. Telephone number of applicant: _____ E-mail: _____
4. Legal Description: Subdivision: _____
Lot(s): _____ Block: _____ Address: _____
5. Property Owner or Representative: _____
(Permittee)
6. If Permittee is a Corporation, give State of Incorporation and names of President and Secretary: _____
7. Nature of Permit desired: (Give sufficient detail to permit thorough understanding, and submit blue prints or sketches, in duplicate.)

7. Location of installations or structures to be installed: _____
8. For how long a period is the permit desired: _____

REMARKS:

Dated at _____, Montana, this _____ day of _____, 20__.

SIGNATURE OF PROPERTY OWNER (Permittee)

SPECIAL PROVISIONS PERMIT

Subject to the following terms and conditions, this provision is included and is part of the attached permit, is hereby granted:

1. **TERM.** This permit shall be in force and effect from the date hereof until revoked as herein provided.
2. **RENTAL OR FEES.** Fees shall as established by resolution.
3. **REVOCATION.** This permit may be revoked by the City in the event Permittee breaks any of the conditions or terms set forth herein.
4. **COMMENCEMENT OF WORK.** No work shall be commenced until Permittee notifies the Street Superintendent of the date that work is to commence and receives permission to do so.
5. **CHANGES IN STREET.** If City changes street necessitating changes in structure or installations installed under this permit, Permittee shall make necessary changes without expense to City.
6. **CITY SAVED HARMLESS FROM CLAIMS.** In accepting this permit, the Permittee, its/his successors or assigns, agree to protect the City and save it harmless from all claims, actions or damage of every kind and description which may accrue to, or be suffered by, any person or persons, corporations or property by reason of the performance of any such work, character of materials used or manner of installations, maintenance and operation or by the improper occupancy of said street right-of-way, and in case any suit and or action is brought against the City and arising out of, or by reason of, any of the above causes, the Permittee, its/his successors or assigns, will, upon notice to it/ him of the commencement of such action defend the same at its/his sole cost and expense and satisfy any judgment which may be rendered against the City in any such suit or action.
7. **PROTECTION OF TRAFFIC.** Insofar as the interests of the City and the traveling public are concerned, all work performed under this permit shall be done under the supervision of the City Street Superintendent and his/her authorized representatives, and he/she/they shall indicate barriers to be erected, the lighting thereof at night, placing of flagmen and watchmen, manner which traffic is to be handled, shall specify to Permittee new road surfaces to be replaced if it is disturbed during operations, but said supervision shall in no way operate to relieve or discharge Permittee from any of the obligations assumed by acceptance of this permit, and especially those set forth under Section 6, hereof.
8. **STREET AND DRAINAGE.** If the work done under this permit interferes in any way with the drainage of the City streets or alleys affected, Permittee shall, at their own expense, make such provisions as the City may direct to take care of drainage.
9. **RUBBISH AND DEBRIS.** Upon completion of work contemplated under this permit, all rubbish and debris shall be immediately removed and the roadway and roadside left in a neat and presentable condition satisfactory to the City.
10. **WORK TO BE SUPERVISED BY THE CITY.** All work contemplated under this permit shall be done under the supervision of, and to the satisfaction of, an authorized representative of the City, and the City hereby reserves the right to order the change of location or removal of any structure or installation authorized by this permit at any time, said changes or removal to be made at the sole expense of the Permittee.
11. **CITY RIGHT NOT TO BE INTERFERED WITH.** All such changes, reconstruction or relocation shall be done by Permittee in such a manner as will cause the least interference with any of the City's work, and the City shall not be liable for any damage to the Permittee by reasons of any such work by the City, its agents, contractors or representatives, or by the installations or structures placed under this permit.
12. **REMOVAL OF INSTALLATIONS OR STRUCTURES.** Unless waived by the City upon termination of this permit or abandonment by Permittee, the Permittee shall remove the installations or structures contemplated by this permit and restore the premises to the condition existing at the time of entering upon the same under this permit, reasonable and ordinary wear and tear and damage by the elements, or by circumstances over which the Permittee has no control, excepted.
13. **MAINTENANCE AT EXPENSE OF PERMITTEE.** Permittee shall maintain, at its/ his sole expense the installations and structures for which this permit is granted, in a condition satisfactory to the City.

14. CITY NOT LIABLE FOR DAMAGE TO INSTALLATIONS. In accepting this permit, the Permittee agrees that the City shall not be held liable for any damage or injury done to said installations or structures by any City employee engaged in construction, alteration, repair, maintenance or improvement of the City street or alley.

15. CITY TO BE REIMBURSED FOR REPAIRING ROADWAY. Upon being billed therefore Permittee agrees to promptly reimburse City for any expense incurred in repairing surface of roadway due to settlement at installation, or for any damage to roadway or structure as a result of the work performed under this permit.

16. OTHER CONDITIONS AND/OR REMARKS. If this encroachment involves excavation in the public right-of-way, (1) a licensed and bonded contractor must obtain a right-of-way permit from the City prior to start of work; and (2) applicant must maintain a subscription to Montana One-Call System for locating utility lines and underground facilities.

17. PERMIT SUBJECT TO ORDINANCE. This permit is issued under the authority and requirements of Enabling Ordinance No. _____ and Sections of the Book of Ordinances adopted thereat. .

Dated this ___ day of _____, 20__.

The undersigned, the "Permittee" mentioned in the foregoing instrument, hereby accepts this permit, together with all of the terms and conditions set forth therein.

CITY OF POLSON

BY: _____

 (PROPERTY OWNER)

INSURANCE REQUIREMENTS EXCAVATION PERMIT

Any person requesting permission to excavate in any public right-of-way shall be required to provide documentation of the following minimum insurance coverages:

General Liability Insurance This insurance shall include coverage for collapse and underground (CU) hazard, explosions (X) coverage, and contractual liability.

| <u>Coverage</u> | <u>Minimum Limits of Liability</u> | |
|------------------------------|------------------------------------------------|-------------|
| Commercial General Liability | Each Occurrence: | \$1,000,000 |
| | General Aggregate Limit: | \$2,000,000 |
| | Products Completed Operations Aggregate Limit: | \$2,000,000 |
| | Personal & Advertising Injury: | \$1,000,000 |
| | Fire Damage (any one fire): | \$ 50,000 |

Automobile Liability Insurance This insurance shall include coverage for owned, non-owned, and hired vehicles.

| <u>Coverage</u> | <u>Minimum Limits of Liability</u> | |
|-------------------------------|------------------------------------|-------------|
| Business Automobile Liability | Combined Single Limit: | \$1,000,000 |

Worker's Compensation Insurance

| | |
|-----------------------|-----------|
| State: | Statutory |
| Federal: | Statutory |
| Employer's Liability: | \$500,000 |

The City of Polson shall be named as additional insured on all required insurance coverages.

**STREET OPENING BOND PURSUANT TO THE
MUNICIPAL CODE OF THE CITY OF POLSON**

KNOW ALL PERSONS BY THESE PRESENT:

That we, the undersigned _____, a corporation organized and existing under and by virtue of the laws of the State of _____, hereinafter referred to as the "EXCAVATION CONTRACTOR," and _____, a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to transact business in the State of Montana, as Surety, are held and firmly bound unto the CITY OF POLSON, a municipal corporation of the state of Montana, hereinafter referred to as the "CITY," in the penal sum of (\$) lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly to these present:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bound EXCAVATION CONTRACTOR has on the ___ day of _____, 20___ sought the issuance of a permit from the CITY pursuant to Polson Municipal Code Section 12.06, et seq. for excavation work in public street, alley or other public property of the CITY;

WHEREAS, execution of this bond is a condition precedent to the issuance of such permit:

NOW, THEREFORE, if the said EXCAVATION CONTRACTOR shall and will, in all particulars well and truly and faithfully observe, perform and abide by each and every ordinance relating to excavating in the right-of-way or other public property of the City and the Rules and Regulations of the City, according to the true intent and meaning in such case; and

PROVIDED FURTHER, that if the said EXCAVATION CONTRACTOR shall satisfy all claims and demands incurred by the EXCAVATION CONTRACTOR in the performance of any such excavation, and shall fully indemnify and save harmless the CITY from all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising from any act, omission, or neglect of said EXCAVATION CONTRACTOR, its agents, or employees with relation to any work performed under a permit; and shall fully reimburse and repay to the CITY all costs, damages and expenses which it may incur in making good any default based upon the failure of the EXCAVATION CONTRACTOR to fulfill its obligation to furnish maintenance, repairs or replacements for the full guarantee period provided in the ordinance, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

This bond may be terminated at any time by the Surety upon sending notice in writing, by certified mail, to the City Manager of the City of Polson, with whom this bond is filed. After expiration of 30 days from the receipt of said notice this bond shall terminate and the Surety shall thereupon be released from any liability, acts or omissions of the Principal subsequent to said date.

IT WITNESS WHEREOF, said EXCAVATION CONTRACTOR and Surety have executed these presents, as of this _____ day of _____, 20____

EXCAVATION CONTRACTOR

BY: _____

SURETY

BY: _____
ATTORNEY-IN-FACT

(Accompany this bond with Attorney-In-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)

Surety: _____

Mailing Address: _____