

RESOLUTION NO. 10

A RESOLUTION DECLARING IT TO BE THE INTENTION THE CITY COUNCIL OF THE CITY OF POLSON, FLATHEAD COUNTY, MONTANA, TO CREATE SPECIAL SEWER IMPROVEMENT DISTRICT NO. I IN THE CITY OF POLSON, FLATHEAD COUNTY, MONTANA, FOR THE PURPOSE OF CONSTRUCTING SEWERS AS HEREIN PROVIDED AND DESCRIBED.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF POLSON, MONTANA:

Section I. That it is the intention of the City Council to create and establish in the City of Polson, Montana, a Special Improvement District for the purpose of making and constructing sewers along all that portion of the City of Polson, Montana, including all streets, alleys, intersections within the boundaries hereinafter particularly described.

Section II The said Special Improvement District shall be known and designated as Special Sewer Improvement District No. I of the City of Polson, Montana.

Section III. The boundaries of said Special Sewer Improvement District No. I of the City of Polson, Montana, are hereby designated and described as follows, to-wit:

Beginning at a point that is hereby and hereinafter designated as the Initial Point, which is the intersection of the center line of E and 1st streets, of the Original Townsite of the City of Polson, Montana; thence in a northerly direction along the center line of 1st Street, between Block 21 of the Original Townsite of said City and the city limits of said City, 380 feet to the intersection of the center line of 1st and D Streets; thence North $0^{\circ} 17'$ East, 660 feet to a point in the Flathead River, and again

Beginning at the Initial Point, thence in a southerly direction along the center line of 1st Street, between Block 22 of said original townsite of said City of Polson and Block I of Riverside Addition to said City of Polson, 190 feet to a point on a line running through the center of the alley which divides Blocks 22 and 23 of the original Townsite of said City of Polson; thence in an easterly direction along the center line of said alley, 480 feet, to a point on a line running through the center of the alley which divides Blocks 22 and 23 of said original townsite of said City of Polson, thence in an easterly direction along the center line of said alley to a point where the line running through the center of said alley intersects the center line of 2nd Street of said City; thence in an easterly direction along the center line of said alley 340 feet to a point where the center line of said alley intersects the east boundary line of said Block 23 and again,

Beginning at the Initial Point, thence westerly along the center line of E Street of said City between Block 1 of said Riverside Addition to the City of Polson and the city limits of said City, 190 feet, to a point where a line running through the center of the alley which divides blocks 1 and 7 of Riverside Addition to said City of Polson, intersects the center line of E. Street of said City; thence southerly in said Riverside Addition to said City along the center line of said Alley, 380 feet, to a point where a line running through the center of said alley intersects the center line of F. Street of said City thence southerly along the center line of said alley, 340 feet, to a point where said center line of said alley intersects the south boundary line of Block 7 of said Riverside Addition to said City, and again

Beginning at a point 190 feet in a northerly direction from said Initial point along the center line of 1st street in said City of Polson, which point is the intersection of said center line of said 1st Street with a line running through the center of the Alley which divides Block 21 of the said original townsite of said City of Polson; thence in an easterly direction along the center line of said Alley, 430 feet, to a point where the center line of said Alley intersects the east boundary line of said Block 21 of said original townsite of said City of Polson.

Said lots, pieces or parcels of land being benefitted and assessed in the construction of said sewer are as follows, to-wit:

All of lots numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Block No. 1 of Riverside Addition to the City of Polson, each of the dimensions of 50 feet wide and 140 feet deep.

Also all of lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Block No. 7 of the Riverside Addition to the City of Polson, each of the dimensions of 50 feet wide and 140 feet deep.

Also all of lots numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 in Block 21 of the City of Polson, each of the dimensions of 50 feet wide and 140 feet deep.

Also all of lots numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 in Block 22 of the City of Polson, each of the dimensions of 50 feet wide and 140 feet deep.

Also all of lots numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Block 25 of the City of Polson, each of the dimensions of 50 feet wide and 140 feet.

And also lot No. 7 in Block 13 of the City of Polson, of the dimensions of 105 feet in width along the east line of said lot and 140 feet in depth running to a point intersection on First Street in said City of Polson.

Section IV. That the District included within said boundaries is hereby declared to be the District benefitted by the making of said improvements and that the property included within the boundaries of said District is hereby declared to be the property to be assessed for the cost and expenses of making said improvements.

Section V. That the character of the improvements which are to be made in said Special Sewer Improvement District No. 1 areas follows, to-wit:

REQUIREMENTS

It is required that there be constructed and completed in accordance with the specifications and drawings herein listed, sewers and structures in sewer district #1 Polson, Montana.

INSPECTION

All materials furnished and work done under this contract will be subject to inspection by duly authorized agent of said sewer district #1

ERRORS AND OMISSIONS

The contractor will not be allowed to take advantage of any errors or omissions in these specifications and drawings. In case an error or omission is discovered the contractor and inspector will arrive at a conclusion regarding the same.

CHANGES

The council expressly reserves the right to make any changes in said work that may be deemed for the best interest for the City of Polson, Mont. provided such changes are not in violation of law or do not invalidate the contract under which the work herein contemplated is to be done and the additional or reduced cost of the work by reason of any change so made shall be agreed upon by the council and the contractor. Any changes shall be ordered in writing by the council or their authorized agent.

CONTRACTOR & FOREMAN

The contractor shall give his personal attention to the work at all times during the construction or have constantly on the ground a competent foreman and agent, who shall receive and obey the written orders of the council and inspector as herein provided and shall employ only skilled and competent workmen for all work where expert workmanship is required.

REPAIR OR DELAY

All pipings, walls, crossing, cross-talks, sewers, curbs, gutters

fences, removed, damaged or destroyed during the construction of any of said work, shall be repaired or replaced by the contractor in a workman-like manner with good materials, as directed by the Inspector in charge before final acceptance of the work under the specifications.

The contractor shall not trespass upon the rights of the public in the distribution or placing of materials for any of the said work more than the necessities of the work demands, and shall erect and maintain proper guard rails and danger lights when needed to protect person and property from accident or injury, and comply with all ordinances of the town and state, and shall save the town harmless from danger by reason of accident or injury to persons or property due to the neglect or failure of the Contractor or his employees to comply with any of these requirements.

RIGHT OF WAY

The town of Polson, Montana, will secure at its own expense and cost and furnish to said Contractor all right-of-way for sewer pipe line to be laid in accordance with the plans therefor.

STREETS AND ALLEYS

Streets and alleys subject to interference from the work covered by this contract shall be kept closed and shall be protected by notices and red lamps.

ESTIMATES

At the end of each calendar month the inspector shall make an approximate estimate of all work done and material delivered to that date, classified according to the items named in the contract and will make an estimate of the value of the same on the basis of the unit prices named in the contract. To the estimate made as above set forth will be added or deducted the amount earned for extra work or changes to the date of the progress estimate as per paragraph entitled, "Changes". From the total thus computed a deduction of 10% will be made and the remainder shall become due as the work progresses payable on or before the 10th day of each month. The 10% deducted as above set forth will become due and payable with and as a part of the final payment, upon the completion of contract.

PAYMENT.

The contractor shall accept special improvement district warrants drawing six per cent interest, payable as the work progresses less 10% to be held by the City Council and paid upon completion of work if the same has been performed by the Contractor according to plans and specifications.

COMMENCEMENT AND COMPLETION

Work shall be commenced by the contractor within ten days after execution of contract by the council of the city of Polson, Montana, and shall be completed within sixty actual working days thereafter, the acts of the elements excepted. Should the Contractor fail to complete the work or any part thereof in the time agreed upon in the contract a deduction of \$10.00 per day for each actual working day shall be made until said work shall be completed in accordance with the herein listed plans and specifications.

SEWER PIPE

All sewer pipes shall be 10" in diameter. All pipes and specials to be used in this construction shall be of the best quality of salt-glazed vitrified clay sewer pipe of the hub and spigot pattern. The thickness of the body, the depth of the socket and length of pipe shall be in accordance of the manufactures standard specifications. Each hub shall be of sufficient diameter to receive to its full depth the spigot end of the next following pipe or special without any clipping whatever of either, and shall also leave a space all around for the cement mortar joint. All pipe and specials shall be sound and well burned, with a clear ring, well glazed and smooth on the inside and free from broken blisters lumps or flakes which are thicker than 1/6 of the nominal thickness of the pipe and whose greatest diameter is greater than 1/8 the inner diameter of said pipe. All pipes and specials having broken blisters lumps or flakes of any size shall be rejected unless the pipe can be so laid as to bring all of these defects in the top of the sewer. Fire checks or cracks of any kind extending through the thickness shall be cause for rejection. No pipe shall be used which is designed to be

straight that varies from a straight line more than 1/8" per foot of length, nor shall there be a variation between any two diameters of pipe greater than 1/24 of their nominal diameter. Any pipes or specials which betray in any way the want of thorough vitrification or fusion or the use of improper or insufficient materials or methods in its manufacture shall be rejected. All specials shall have sockets corresponding to different diameters of pipe with which they are to be connected.

Y CONNECTIONS

All Y branches shall be in accordance with the above specifications and shall be 6" in size for all house connections, the approximate number of which will be as given on the list of quantities. Such Y branches shall be provided with a stopper to cover the opening until such time as the private connections may be used. All pipe both straight and branches, shall be subject to inspection and any piece found to be imperfect or not in accordance with these specifications will be rejected and shall be removed from the work.

CEMENT

All cement used in connection with this work will be standard Cement of such quality as will pass the requirements as laid down by the American Society for testing materials, and shall be of standard brand such as is used in vicinity. The cement shall be stored and be well protected from the weather.

SAND

The sand particles shall be hard dense and durable fragments such as will pass through a 2" ring and shall be free from organic matter and shall not contain more than 15% of clay material or other objectional matter, shall be screened if necessary to fulfil specifications.

GRAVEL

The gravel must be hard dense and durable that will pass through a 2" ring and shall be rejected by a 1" ring and free from organic matter and shall be screened if necessary to comply with specifications.

CONCRETE

Concrete shall be composed of Portland cement, clean sharp sand and clean gravel well mixed and brought to the proper consistency with water, ordinarily one part by volume measured loose of cement, two parts sand and four parts gravel. The cement, sand and gravel shall be so mixed and quantities of water shall be added as to provide a homogeneous mass of uniform consistency. Dirt and other foreign substances shall be carefully excluded and all concrete shall be placed before it takes its initial set.

The exposed surface of concrete finished against forms must be smooth, free from projections and thoroughly filled with mortar and shall be wiped with a paste made from cement and water. The Contractor shall protect all concrete from injury, all exposed surfaces of concrete shall be protected from the direct rays of the sun and shall be kept damp for at least seven days after the concrete has been placed.

EXCAVATION OF TRENCH

The trench shall be excavated along the line designated by the inspector and to the depth necessary for laying the sewer at the grade given by him. The trench shall be one foot wider at the bottom than the outside diameter of the pipe. In case a trench be excavated at any place, excepting joints, belows the proper grade, it shall be re-filled to grade with sand or loam thoroughly rammed without extra compensation unless the extra excavation was ordered by the inspector.

EXCAVATED MATERIAL

The material excavated shall be laid compactly on the side of the trench and kept trimmed up so as to be of as little inconvenience to the traveling public and to adjoining tenants as possible. All streets shall be kept open as far as possible for travel.

The contractor shall not without the permission of the Inspector remove from the line of the work any sand, gravel, or earth excavated

these from which may be suitable for re-filling the trench until the same shall have been re-filled.

PIPE LAYING

Previous to be lowered into the trench, each pipe shall be carefully inspected and those not meeting the foregoing specifications shall be rejected, either destroyed or removed from the work within the specified time. Pipe having defects which do not cause their rejection shall be so laid as to bring these defects in the top side of the sewer.

The pipe and specials shall be so laid in the trench that after the sewer is completed, the interior surface shall thereof conform accurately to the grades and alignments fixed and given by the Inspector. All adjustments to line and grade of pipes laid directly upon the bottom must be done by scraping away or filling in of the earth under the body of the pipe, and not by blocking or wedging up. Before laying the interior of the bell shall be carefully wiped smooth and clean and annular space shall be free from dirt and stone.

CEMENT JOINTS.

The space between the spigot and the bell shall be entirely filled with cement mortar, which shall be applied with the hands. It shall be thoroughly pressed in on the bottom and the sides so as to make the joint as near water tight as possible without the use of a gasket. In wet ground a gasket of packing dipped in cement grout shall be properly caulked into each joint, after which cement mortar shall be introduced therein. No length of pipe shall be laid until the pipe preceding it has had sufficient fine earth filled and tamped around it to hold it sufficiently in place. If in making a joint, any previous length of pipe is moved or disturbed as to break the joint, the pipe shall be uncovered and the joint repaired. The interior of the pipe shall be wiped clean before the cement takes its set. The mortar shall be composed of one part Portland cement to two parts sand wet to a thick paste.

PIPE FOUNDATION

As soon as the cementing of any joint has been completed, the joint must be carefully covered with sand, loam or fine earth so as to hold the external mortar finish of said joint securely in place; Re-filling shall also be made with selected material, free from stones, carried half way up the sides of circumference of the entire length of pipe and compacted with a proper tamping tool.

Y BRANCHES.

At such places as will be directed by the Inspector, branches will be inserted in the sewer for future connections. Each branch thus inserted will be inclosed by a thin vitrified stone cover or plug, which shall be placed before the special pipe is lowered into the trench. The covers shall be inserted and cemented in place to prevent any water entering the sewer at any time before their removal through such branches. The entire cost of furnishing and setting such sewers shall be included in the regular price bid.

Before leaving the work for the night, or, at any time the end of the sewer shall be closed with a tight fitting plug.

BACK FILLING.

Upon the completion of the pipe laying, including the deposit of sufficient material around the sides of the pipe to hold it in place securely, the trenches shall be refilled and the streets and alleys restored to a satisfactory condition. No rock or stone shall be thrown into the trench for the first foot of backfilling. Fine earth shall be thrown into the trench and carefully tamped around the pipe until the pipe has been covered for a depth of one foot. The remainder of the trench may be loosely filled using teams and scrapers, or such method as the contractor may prefer, the surplus earth rounded over the top of the trench and allowed to settle from natural cause.

MANHOLES

The manholes shall be built at the places shown on the plans, or

where the inspector may see. In accordance with the depth of cutting as shown on the profiles, and to the height designated by the inspector, to conform with the street grades at their respective places. All manholes shall be accurately and neatly constructed of concrete and great care shall be taken to make the channels conform to the sewer grade, these channels shall be formed of Portland cement mortar, lined with a thickness of not less than one inch of one-to-one proportions of mortar.

All manholes shall be covered with cast iron covers, which shall be not less than twenty-two inches diameter and thirty two inches outside of flange and shall be in accordance with the manufacturer's standard specifications

The manhole proper shall be not less than thirty-six inches inside diameter, walls and floors shall be five inches thick and shall be fitted with steps similar to those shown on the plans and spaced (16) sixteen inches apart vertically.

All castings or other fittings shall be set during the construction or completion of each manhole in a firm, neat and workmanlike manner and shall conform to the drawings covering same.

In connection with each manhole cover, a ring stone paving or concrete will be required, the same to be set for the protection of the manhole on unpaved streets and the outside diameter shall be not less than seven feet.

Section VI. That the estimated cost and expenses of making said improvements is the sum of \$50.00 per lot for each lot 50 feet in width by 140 feet in depth, and the total of \$3450.00 for the making of all said improvements.

Section VII. That the cost and expenses of making said improvements shall be assessed and paid in the following manner, to-wit:

That the assessment levied to defray the cost of said improvement shall be extended over a period of Five years, and paid in Five equal annual installments or payments the first of which shall be paid in the year 1915 and all deferred payments or installments shall bear interest at the rate of 6% per annum, payable annually.

Section VIII. That warrants issued against special Sewer Improvement District No. 1 fund, to be created for said Special Sewer Improvement District No. 1 shall be issued in the payment of the costs and expense of making said improvements in said Special Sewer Improvement District No. 1, and that such warrants shall be issued in denominations of \$100.00 or fraction or multiples thereof.

Section IX. That the special assessment to be levied upon and assessed against the property within said Special Sewer Improvement District No. 1 to pay the cost and expenses of making said improvement may be paid in installments extending over a period of Five years.

Section X. That at any time within fifteen days after the date of the first publication of notice of the passage of this Resolution any owner of property within said District which will be assessed for the cost and expense of making said improvement, may make and file in the office of the City Clerk of the City of Polson, Montana, a written protest against the proposed work, or against the extent, or creation of said District, or both, and that the City Council will proceed to hear and pass upon all such protests at a regular meeting thereof to be held on the 6th day of July, A. D. 1915, at 10 o'clock, P.M. of said day in the City Hall of the City of Polson, Montana.

Passed, adopted and approved, this 7th day of June, A. D. 1915

Attest: W. Carson
City Clerk

J. W. [Signature]
Mayor

