



CITY OF MILES CITY AGENDA

*Regular Council Meeting
City Conference Room*

*May 28, 2019
6:00 p.m.*

CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

1. **APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES**

- A. Regular City Council Meeting 5/14/2019
B. Public Safety Meeting 5/21/2019

2. **SCHEDULE MEETINGS**

3. **REQUEST OF CITIZENS & PUBLIC COMMENT**

4. **APPOINTMENTS**

Sydney Tharp for confirmation as a Police Officer
Dustin Sloan for confirmation as a Sergeant
Amber Trenka- City Representative on Health Board

5. **PROCLAMATIONS**

6. **STAFF REPORTS**

7. **CITY COUNCIL COMMENTS**

8. **MAYOR COMMENTS**

9. **COMMITTEE RECOMMENDATIONS**

Finance Committee- Split Custer County Water/Sewer District litigation cost, one third to General Fund, one third to Sewer and one third to Water

Finance Committee- Advise Solestone to reimburse \$19,000 in one lump sum

10. **BID OPENINGS**

11. **BID AWARDS**

Trailer Mounted Breathing System- Finance Recommends L.N. Curtis
Self Contained Breathing Apparatus- Finance Recommends L.N. Curtis
Darling Addition- Phase II-Finance Recommends Western Municipal Construction

12. **PUBLIC HEARINGS**

A. **ORDINANCE NO. 1333- An Ordinance Amending Section 23-1 of the Code of Ordinances of Miles City, Montana, Removing the Definition of Sewer and/or Water Service**

B. **ORDINANCE NO. 1334- An Ordinance Amending Ordinance Nos. 1054,1056,1093 and 1133 Establishing New Rates for the Use of the Miles City**

Ambulance

13. UNFINISHED BUSINESS

- A. **RESOLUTION NO. 4252- A Resolution Approving a 10-year Blanket Variance for Westwood Estates Trailer Park Allowing for Replacement of Mobile Homes at an Elevation of 48" Above Grade**
- B. **ORDINANCE NO. 1333- *(Second Reading)* An Ordinance Amending Section 23-1 of the Code of Ordinances of Miles City, Montana, Removing the Definition of Sewer and/or Water Service**
- C. **ORDINANCE NO. 1334- *(Second Reading)* An Ordinance Amending Ordinance Nos. 1054,1056,1093 and 1133 Establishing New Rates for the Use of the Miles City Ambulance**

14. NEW BUSINESS

- A. **Presentation on Square 9 vs Image Silo from DIS Representative**
- B. **RESOLUTION NO. 4247- A Resolution Authorizing the City of Miles City to Enter Into a Contract Amendment With the Montana Department of Commerce Coal Board**
- C. **RESOLUTION NO. 4248- A Resolution Approving the Request for Release of Airport Property**
- D. **RESOLUTION NO. 4249- A Resolution Authorizing the City of Miles City to Enter Into an Agreement With Western Municipal Construction, Inc., for Water Main, Sanitary Sewer, Storm Drain, and Street Improvements**
- E. **RESOLUTION NO. 4253- A Resolution Authorizing the City of Miles City to Enter Into an Agreement With the Custer County Water and Sewer District for Flushing Hydrants in Calendar Year 2019**
- F. **RESOLUTION NO. 4254- *(First Reading)* A Resolution Pursuant to §7-6-4006 of the Montana Code Annotated, Authorizing Amendment of Final Budget for FY 2018-2019 to Increase the Budgeted Amount in Various Funds for Various Unbudgeted Revenues and Expenditures**

15. ADJOURNMENT

Public comment on any public matter that is not on the agenda of this meeting can be presented under Request of Citizens, provided it is within the jurisdiction of the City to address. Public comment will be entered into the minutes of this meeting. The City Council cannot take any action on a matter unless notice of the matter has been made on an agenda and an opportunity for public comment has been allowed on the matter. Public matter does not include contested cases and other adjudicative proceedings.

Minutes

REGULAR COUNCIL MEETING **May 14, 2019** **6:00 p.m.**

CALL TO ORDER

The Regular Council meeting was held Tuesday, May 14, 2019, in the City Hall Conference Room at City Hall, 17 S. 8th Street, Miles City, Montana. Mayor John Hollowell called the meeting to order. Council Members present were Brant Kassner, Dwayne Andrews, Ken Gardner, John Uden, Rick Huber, Jeff Erlenbusch, Kathy Wilcox and Susanne Galbraith.

Also present were City Attorney Dan Rice, Public Works Director Scott Gray, Public Utilities Director Tom Speelman, Police Chief Doug Colombik, Fire Chief Branden Stevens, Building Inspector Dennis Hirsch, and Minute Recorder Lorrie Pearce.

PLEDGE OF ALLEGIANCE

Mayor Hollowell led the Council in the Pledge of Allegiance.

APPROVAL OF COUNCIL & COMMITTEE MINUTES

City Council Minutes: 4/23/2019

** *Councilperson Uden moved to approve the minutes of the Regular Council Meeting of April 23, 2019, subject to any corrections, seconded by Councilperson Huber. The motion **passed** by unanimous consent, 8-0.*

Finance Committee Minutes: 4/18/2019

** *Councilperson Galbraith moved to approve the minutes of the Finance Committee Meeting of April 18, 2019, seconded by Councilperson Gardner. The motion **passed** by unanimous consent, 8-0.*

Special City Council Minutes: 4/29/2019

** *Councilperson Uden moved to approve the minutes of the Special Council Meeting of April 29, 2019, seconded by Councilperson Kassner. The motion **passed** by unanimous consent, 8-0.*

Public Safety Minutes: 5/02/2019

** *Councilperson Gardner moved to approve the minutes of the Public Safety Meeting of May 2, 2019, seconded by Councilperson Erlenbusch. The motion **passed** by unanimous consent, 8-0.*

SCHEDULE MEETINGS

The following meetings will be held in the City Hall Conference Room:

Public Safety Meeting
Finance Committee Meeting

May 21st @ 5:30 pm
May 23rd @ 6:00 pm

REQUEST OF CITIZENS & PUBLIC COMMENT

Jerry Olson- MCC Softball Presentation

Miles Community College Representative Jerry Olson, 2715 Dickinson Street, asked Council for permission to have exclusive use of field three in Bender Park. He explained that the College is willing to commit to building a press box, make the dug out bigger and fencing the area.

*** After a short conversation Councilperson Uden moved to approve moving forward and issue a permit use to Miles Community College for field number three at Bender Park, seconded by Councilperson Andrews. The motion passed unanimously.*

APPOINTMENTS

Police Commission Reappointment- Steve Rice

*** Councilperson Galbraith moved to approve the reappointment of Steve Rice to the Police Commission, seconded by Councilperson Huber. The motion **passed** by unanimous consent, 8-0.*

Confirmation of Appointment- Officer Justin Andrews

*** Councilperson Uden moved to confirm the appointment of Police Officer Justin Andrews, seconded by Councilperson Andrews. The motion **passed** by unanimous consent, 8-0.*

PROCLAMATIONS

Kids to Parks Day

Mayor Hollowell proclaimed May 18, 2019 as Kids in the Parks Day

Building Safety Month

Mayor Hollowell proclaimed May as Building Safety Month

STAFF REPORTS

Scott Gray- Oasis and Frog Pool will be open June 5th and Bender Park will be completed this week.

Dennis Hirsch- City Hall is not condemned at this point. He will inspect the building once a month because of its settling. The area where the jail was is the worst part.

Branden Stevens- Reported the following:

- Battalion Chief Position is open and accepting application until June 14th
- One new hire starts June 3rd
- Three positions short at the moment (Bucking Horse)
- Mindy Held is a New Part Paid EMT
- LEPC grant for radio system was accepted
- An employee from Solestone was shredding bills from ambulance runs back in 2017. Solestone owes the City approximately \$19,000. This issue will be going to the Finance Committee
- MCFD will be holding a blood drive on May 30th.
- The ground water from rain storms are starting to leak into the station
- TransCanada will be having an open house on May 16th @4:30. This is for the new houses that the station received

CITY COUNCIL COMMENTS

Ken Gardner- Has received several phone calls on the declining care of properties in the City.

MAYOR COMMENTS

Reported the following:

- Holy Rosary Hospital would like to donate money to the City to help with cost
- 9-1-1 received a \$300,000 grant
- \$500 grant for the Wibaux Fountain was received
- Grant Writer is applying for a grant to assist the pool
- Received a call to request additional handicap parking signs by the 600 Café
- Custer County Water Sewer District is requesting a meeting. Councilpersons Kassner, Galbraith, Huber and Andrews volunteered to be on the committee.

COMMITTEE RECOMMENDATIONS

BID OPENINGS

Trailer Mounted Breathing System

Two bids were received:

1. Heiman Fire Equipment for an amount of \$124,848
2. L.N. Curtis for an amount of \$86,267

** Councilperson Uden moved to refer the bids to the Finance Committee, seconded by Councilperson Galbraith. The motion passed unanimously

Self-Contained Breathing Apparatus

One bid was received from L.N. Curtis for an amount of \$1,051,493

** Councilperson Wilcox moved to refer the bids to the Finance Committee, seconded by Councilperson Andrews. The motion passed unanimously

Darling Addition- Phase II

Three bids were received and all bids had the acknowledge addenda and security attached. The bids are as follows:

White Civil Contracting

<i>Schedule 1</i>	<i>Schedule 2</i>	<i>Schedule 3</i>	<i>Schedule 4</i>	<i>Total bid</i>
\$520,027	\$230,209	\$260,194	\$1,973,719	\$2,984,149

J.R. Civil

<i>Schedule 1</i>	<i>Schedule 2</i>	<i>Schedule 3</i>	<i>Schedule 4</i>	<i>Total bid</i>
\$710,915.15	\$295,245.55	\$303,812.07	\$1,492,170.22	\$2,802,142.99

Western Municipal Construction

<i>Schedule 1</i>	<i>Schedule 2</i>	<i>Schedule 3</i>	<i>Schedule 4</i>	<i>Total bid</i>
\$606,487	\$130,771	\$163,207	\$1,497,248.50	\$2,397,713.50

** Councilperson Galbraith moved to refer the bids to the Finance Committee, seconded by Councilperson Uden. The motion passed unanimously

BID AWARDS

PUBLIC HEARINGS

- A. **ORDINANCE NO. 1332- An Ordinance Repealing Section 16-44 of the Code of Ordinances of the City of Miles City With Respect to the Prohibition Against the Carry or Sale of Switchblade Knives**

Mayor Hollowell called for three proponents and three opponents. Hearing none, the hearing was closed.

UNFINISHED BUSINESS

- A. **ORDINANCE NO. 1332- An Ordinance Repealing Section 16-44 of the Code of Ordinances of the City of Miles City With Respect to the Prohibition Against the Carry or Sale of Switchblade Knives**

** *Councilperson Uden moved to approve the Ordinance, read by title only, seconded by Councilperson Andrews, and on roll call vote, the*

motion passed by unanimous consent, 8-0. Ordinance No. 1332 passed

NEW BUSINESS

A. RESOLUTION NO. 4245- A Resolution Approving an Interlocal Agreement Between the City of Miles City and the Custer County Water and Sewer District No. 2

****** *Councilperson Galbraith moved to approve the Resolution, read by title only, seconded by Councilperson Erlenbusch, and on roll call vote, the motion passed by unanimous consent, 8-0. Resolution No. 4245 passed*

B. ORDINANCE NO. 1333- (First Reading) An Ordinance Amending Section 23-1 of the Code of Ordinances of Miles City, Montana, Removing the Definition of Sewer and/or Water Service

****** *Councilperson Galbraith moved to approve the Ordinance, read by title only, seconded by Councilperson Gardner, and on roll call vote, the motion passed by unanimous consent, 8-0. Ordinance 1333 passed first reading and referred to Finance Committee*

C. ORDINANCE NO. 1334- (First Reading) An Ordinance Amending Ordinance Nos. 1054,1056,1093 and 1133 Establishing New Rates for the Use of the Miles City Ambulance

****** *Councilperson Andrews moved to approve the Ordinance, read by title only, seconded by Councilperson Kassner, and on roll call vote, the motion passed by unanimous consent, 8-0. Ordinance 1334 passed first reading and referred to Finance Committee*

D. RESOLUTION NO. 4246 – A Resolution Pursuant to §16-48 Of the Miles City Code of Ordinances, Establishing Dates, Times and Locations for Discharge of Fireworks Within the City Limits for the Year 2019

****** *Councilperson Erlenbusch moved to approve the Resolution, read by title only, seconded by Councilperson Kassner.*

The Public Safety Committee reported that it would like to revise the Resolution to have all fireworks at the fairgrounds. They felt that it would not happen this year, but will be opening up discussions with the County to see if it would be possible for next year.

****On roll call vote, the motion passed by unanimous consent, 8-0.**

Resolution No. 4246 passed

E. Approval on Housing City Employees at City Hall for the Foreseeable Future

****** *Councilperson Andrews moved to approve housing of City Employees at City Hall for the foreseeable future, seconded by Councilperson Erlenbusch.*

Councilperson Andrews explained that an Ad Hoc Committee has been working on a building for the Fire and Police Department. Now some people are talking about adding City Hall to the new building. Since this has happened, it has put the project on hold for four to five weeks. The Mayor talked to Stockman Bank and they are interested in buying the property that City Hall is on, but not the building. He asked Council to make a decision as to whether City Hall employees will be added to the project or not.

Council's consensus was they felt that City Hall being added to the project would add a significant burden to tax payers and felt it would take the chance on City Hall's longevity. Even though it would be cheaper to have all departments in one building, there are a lot of issues the City is facing and it felt that saving money for the taxpayers is very important.

****** *Councilperson Huber moved for question, second by Councilperson Wilcox. By roll call vote the motion passed 8-0*

*******On roll call vote, the main motion **passed** by unanimous consent, 8-0.*

F. Approval of April Claims

****** *Councilperson Galbraith moved to approve the April claims, seconded by Councilperson Huber and **passed** unanimously, 8-0.*

ADJOURNMENT

****** *Councilperson Uden moved to adjourn the meeting, seconded by Councilperson Erlenbusch and **passed** unanimously.*

The meeting adjourned at p.m. 7:50

John Hollowell, Mayor

Lorrie Pearce, City Clerk

Public Safety Committee Meeting

May 21, 2019

The Public Safety Committee met Thursday, May 21, 2019, at 5:30 pm in the City Hall Conference Room, 17 S. 8th. Present were Committee Members John Uden, Kathy Wilcox, Ken Gardner and Jeff Erlenbusch. Also present were: Police Chief Doug Colombik, Dispatch Supervisor Lyne Anderson, Councilperson Rick Huber and Human Resources Officer/Recorder Linda Wilkins.

Chairperson Uden called the meeting to order.

1. Request of Citizens

None

2. Committee Member Comments

None

3. Unfinished Business

A. Re-address fireworks issues.

Chairperson Uden commented that he did not want to wait until next year to plan for next year's fireworks display; he would like to plan ahead. He stated he would approach the County Commissioners regarding having the fireworks display at the fairgrounds next year. He requested a volunteer to approach the Fair Board. Committee Member Erlenbusch volunteered to approach the Fair Board. Chairperson Uden said they would bring back information from the meetings to the committee.

4. New Business

A. Presentation by Dispatch Supervisor Lyne Anderson regarding dispatch issues.

Supervisor Anderson reviewed April dispatch call statistics with the committee. The Dispatch Center is currently answering 11 lines. During the month of April, with no call offs by any of the dispatchers, the dispatch center was able to answer 90.3% of 2,449 calls within 10 seconds. April was a good month. She explained to the committee that with the updates in technology to 911 dispatching it will be incredibly difficult for one dispatcher to keep up with call volume. The center will be receiving 911 calls through traditional telephone lines, text messaging, Snap Chat, and video calls. To have one person's attention on all these different types of communication and responding to each call will be impossible. Also, call volume has increased substantially there may be 5 to 10 calls on one incident because of cell phones being possessed by multiple individuals witnessing a single incident. It is imperative that the dispatcher answer all calls quickly because amongst all these calls there may be a call from another individual calling for a completely different incident. She is requesting an additional staff person for the dispatch center.

Chief Colombik explained that dispatchers don't have the administrative staff to back them up like the police officers do, there was a time when a police officer could step in and help out dispatchers, but now the technology is becoming too complex. He believes it is important for the City to have two dispatchers. The 911 Board can assist with the additional funding required for an additional staff member. It is important to get the second station in the dispatch center up and running.

Committee Member Wilcox commented to include an additional staff person in the budget.

Committee Member Uden realizes the increase in calls from multiple callers on the same call.

Supervisor Anderson told the committee the dispatch center is unable to discern from which incident a call is coming from. A grant in the amount of \$371,000 was awarded by the state of Montana to upgrade equipment in the center.

Chief Colombik commented with the advances in technology increasing the incoming call volume the dispatch center cannot remain stagnant. The burn out rate for employees will magnify, but the City needs to move with technology. What is most important is public safety and response. The 911 Board currently has \$341,000 that may be used to fund the additional staff required.

Committee Member Uden commented that the response to call time doesn't address the time spent on a call after it is answered, one call can be time consuming. Fire and Police officers lives are on line.

Supervisor Anderson said there have been instances when a 911 call has to be placed on hold for a few seconds, which goes against all training a dispatcher receives.

Committee Member Erlenbusch asked if the 911 Board was paying wages. Supervisor Anderson stated that this was all part of the inter-local agreement. He then asked if it would be helpful to hire a full time and part time dispatcher. Supervisor Anderson stated that it is not effective to hire a part time dispatcher considering the training time. Also a part time staff is not on the phones with enough frequency to keep their training skills sharp. It costs approximately \$56,000 annually to pay and keep training current for a dispatcher.

Supervisor Anderson stated she would bring these issues to the attention of the 911 Board.

Chairperson Uden asked to let the committee know how things are going as time progresses.

Committee Member Erlenbusch stated that the 911 Board needs to know about the grant money coming for equipment. This will show a savings to the 911

Board in the area of equipment and that money can go toward the personnel.

Chairperson Uden conducted a straw poll for the support of obtaining another dispatch staff person.

Committee Member Wilcox, aye.

Committee Member Gardner, aye.

Committee Member Erlenbusch, aye.

Chairperson Uden, aye.

B. Discussion on adding additional handicap parking signs by the 600 Café

Chairperson Uden had spoken to Gloria Grenz this morning and she doesn't want any additional handicap parking spots. She stated that they have 40-70 people coming for congregate meals and there hasn't been an issue. She thought it would make it difficult on other businesses in the area.

***Committee Member Wilcox moved to table, seconded by Committee Member Erlenbusch and passed by unanimous consent; 4-0.*

5. Adjournment

***Committee Member Erlenbusch moved to adjourn the meeting, seconded by Committee Member Gardner and **passed** unanimously, 4-0.*

The meeting was adjourned at 6:05 p.m.

Respectfully Submitted:

John Uden, Chairperson

Linda Wilkins, Recorder

Bids Received

BID RECEIVED AT COUNCIL MEETING 5/14/19

Darling Addition- Phase II

Three bids were received and all bids had the acknowledge addenda and security attached. The bids are as follows:

White Civil Contracting

<i>Schedule 1</i>	<i>Schedule 2</i>	<i>Schedule 3</i>	<i>Schedule 4</i>	<i>Total bid</i>
\$520,027	\$230,209	\$260,194	\$1,973,719	\$2,984,149

J.R. Civil

<i>Schedule 1</i>	<i>Schedule 2</i>	<i>Schedule 3</i>	<i>Schedule 4</i>	<i>Total bid</i>
\$710,915.15	\$295,245.55	\$303,812.07	\$1,492,170.22	\$2,802,142.99

Western Municipal Construction

<i>Schedule 1</i>	<i>Schedule 2</i>	<i>Schedule 3</i>	<i>Schedule 4</i>	<i>Total bid</i>
\$606,487	\$130,771	\$163,207	\$1,497,248.50	\$2,397,713.50

Self-Contained Breathing Apparatus

One bid was received from L.N. Curtis for an amount of \$1,051,493

Trailer Mounted Breathing System

Two bids were received:

1. Heiman Fire Equipment for an amount of \$124,848
2. L.N. Curtis for an amount of \$86,267



Miles City Fire Rescue

CITY OF MILES CITY

www.milescityfirerescue.com



2800 Main Street
2235

Telephone (406) 234-

Council Meeting

May 22nd, 2019

SCBA FEMA grant award \$222,334

My recommendation will be to go with LN Curtis for both the SCBA's and the Cascade trailer. Both are the low bids.

The SCBA bid came in at \$151,493.00. We would like to adjust the package for item # 3 on page 13, states 24 extra face pieces – we would like to buy only 10 face pieces. This will reduce the cost by \$3,402. For the options on the SCBA's we would like to include the buddy breather attachment on 8 of the packs, for a cost of \$3,296.

With these two adjustments gives us a reduction in total cost to bring a total of \$151,387.00

The Cascade trailer came in at \$86,267.00 with the option of a cold weather package \$4,875.00 (we will need this option) bringing the total to \$91,142.00 for the trailer

The total price for both will be \$242,529.00

Less the cost of FEMA share \$222,334.00

City of Miles City out of pocket cost \$20,195

In my 2019/2020 budget I requested in line 940 - \$50,000 for the match to this grant and the AFG Water Tender grant.

Thank you.



May 16, 2019

Scott Gray, Public Works Director
City of Miles City
PO Box 910
Miles City, MT 58301
Sent via email to: sgray@milescity-mt.org

Re: Darling Addition Street and Utilities Rehabilitation - Phase 2 Recommendation of Award

Dear Scott:

Bids for the Darling Addition Street and Utilities Rehabilitation - Phase 2 project were received May 14, 2019. Three bids were opened and read aloud at the City Council meeting, ranging from \$2,397,713.50 to \$2,984,149.00. KLJ's opinion of probable construction cost was \$2,284,711.10.

The low bidder is Western Municipal Construction, Inc. (WMC) based in Billings. During review of WMC's bid, we noticed blanks in the bid form for Item 131 (10" water main) where normally the unit price and total estimated cost would be written. Upon closer review, we determined that WMC reasonably provided a unit price because the "Total Bid - Schedule 1" of \$606,487.00 written in their submitted Bid Form included the price for Item 131, even though that amount wasn't written in the row above. After notifying WMC of the situation they confirmed this determination, and provided the attached letter dated May 15, 2019. We recommend this be waived as an informality, and that the contract be awarded to WMC for Schedules 1-4 combined total bid amount of \$2,397,713.50.

In addition, we recommend that the Council resolution be written to include an additional 10% change order contingency budget and granting Mayor Hollowell authority to approve up to 10% of additional construction costs, after review of such change order(s) and recommendation by City staff. The primary reason is to avoid potential delay claims, should something be encountered during construction that requires a quick decision prior to the next City Council meeting.

Enclosed is the Notice of Award for the City's approval. Upon receipt of the signed form, we will work with WMC to route final Contracts for the City's signature. We have also attached a copy of the certified tabulation of bids received for your records. If you have any questions or concerns, please contact Travis Copper or me at (406) 245-5499.

Thank you for moving these things forward. We appreciate Miles City's business and look forward to working with everyone on another important and exciting project!



Sincerely,

KLJ

A handwritten signature in black ink, appearing to read 'Carl Jackson'. The signature is fluid and cursive, written over a light gray rectangular background.

Carl Jackson, PE
Project Manager

Enclosure(s): Notice of Award
Tabulation of Bids (5 pp.)
Letter from Western Municipal Construction dated 5/15/2019 (11 pp.)

Project #: 2416112

cc: Travis Copper, Tom Speelmon, Sam Malenovsky (sent via email)

Notice of Award

Date: _____

Project: Darling Addition Street and Utilities Rehabilitation – Phase 2

Owner: City of Miles City

Owner's Contract No.: n/a

Contract: Total Combined Bid of Schedules 1-4

Engineer's Project No.: 2416112

Bidder: Western Municipal Construction, Inc.

Bidder's Address: 5855 Elysian Road

Billings, MT 59101

You are notified that your Bid dated May 14, 2019 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Darling Addition Street and Utilities Rehabilitation – Phase 2.

The Contract Price of your Contract is Two Million Three Hundred Ninety-Seven Thousand Seven Hundred Thirteen and 50/100 Dollars (\$2,397,713.50).

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

(tbd) sets of Drawings will be delivered separately for otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen (15) days of the date you receive this Notice of Award.

1. Deliver to the Owner three (3) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract Security [Bonds] as specified in the Instructions to Bidders (Article 20) and General Conditions (Paragraph 5.01).
3. Other conditions precedent: (none)

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Miles City
Owner

By: _____
Authorized Signature

Title

Copy to Engineer

TABLATION OF BIDS
DARLING ADDITION STREET AND UTILITIES REHABILITATION - PHASE 2 KJ#2416112
CITY OF MILES CITY, MONTANA
May 14, 2019



Item	Description	Engineers Opinion of Cost		Western Municipal Construction		JR Civil		White's Civil Contracting	
		Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
101	BASE BID SCHEDULE 1 - WATER IMPROVEMENTS								
	Mobilization	1	LS	\$ 24,000.00	\$ 24,000.00	\$ 60,000.00	\$ 60,000.00	\$ 57,161.94	\$ 57,161.94
102	Taxes, Insurance and Bonds	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 33,000.00	\$ 33,000.00	\$ 36,713.17	\$ 36,713.17
103	Traffic Control	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 10,000.00	\$ 10,000.00	\$ 49,618.90	\$ 49,618.90
104	Remove Existing Gate Valve	2	EA	\$ 400.00	\$ 800.00	\$ 50.00	\$ 100.00	\$ 515.86	\$ 1,031.72
105	Remove Existing Water Manhole and Valve	5	EA	\$ 1,500.00	\$ 7,500.00	\$ 350.00	\$ 1,750.00	\$ 417.84	\$ 2,089.20
106	Remove Existing Fire Hydrant Assembly	2	EA	\$ 500.00	\$ 1,000.00	\$ 450.00	\$ 900.00	\$ 337.70	\$ 675.40
107	Remove Existing Water Main	244	LF	\$ 14.00	\$ 3,416.00	\$ 15.00	\$ 3,660.00	\$ 42.10	\$ 10,272.40
108	Temporary Water Service	1	LS	\$ 38,000.00	\$ 38,000.00	\$ 35,000.00	\$ 35,000.00	\$ 84,148.69	\$ 84,148.69
109	Exploratory Excavation	20	Hours	\$ 300.00	\$ 6,000.00	\$ 250.00	\$ 5,000.00	\$ 557.21	\$ 11,144.20
110	6" Gate Valve	4	EA	\$ 1,300.00	\$ 5,200.00	\$ 1,400.00	\$ 5,600.00	\$ 2,003.01	\$ 8,012.04
111	10" Gate Valve	8	EA	\$ 2,500.00	\$ 20,000.00	\$ 2,250.00	\$ 18,000.00	\$ 3,152.08	\$ 25,216.64
112	20" Butterfly Valve	2	EA	\$ 7,000.00	\$ 14,000.00	\$ 6,000.00	\$ 12,000.00	\$ 8,372.96	\$ 16,745.92
113	Fire Hydrant Assembly	5	EA	\$ 5,500.00	\$ 27,500.00	\$ 5,850.00	\$ 29,250.00	\$ 6,423.28	\$ 32,116.40
114	Yard Hydrant	3	EA	\$ 1,200.00	\$ 3,600.00	\$ 2,000.00	\$ 6,000.00	\$ 1,392.49	\$ 4,177.47
115	6" Tee	2	EA	\$ 700.00	\$ 1,400.00	\$ 825.00	\$ 1,650.00	\$ 1,022.12	\$ 2,044.24
116	10"x6" Tee	6	EA	\$ 1,200.00	\$ 7,200.00	\$ 1,250.00	\$ 7,500.00	\$ 1,105.85	\$ 6,635.10
117	10" Tee	1	EA	\$ 1,100.00	\$ 1,100.00	\$ 1,450.00	\$ 1,450.00	\$ 1,322.27	\$ 1,322.27
118	20"x10" Cross	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,724.84	\$ 4,724.84
119	20" Bend	4	EA	\$ 2,300.00	\$ 9,200.00	\$ 2,900.00	\$ 11,600.00	\$ 1,899.37	\$ 7,597.48
120	6" Bend	4	EA	\$ 550.00	\$ 2,200.00	\$ 950.00	\$ 3,800.00	\$ 787.03	\$ 3,148.12
121	4" Bend	2	EA	\$ 450.00	\$ 900.00	\$ 900.00	\$ 1,800.00	\$ 732.28	\$ 1,464.56
122	10" Bend	3	EA	\$ 750.00	\$ 2,250.00	\$ 1,500.00	\$ 4,500.00	\$ 1,154.14	\$ 3,462.42
123	6"x4" Reducer	1	EA	\$ 750.00	\$ 750.00	\$ 600.00	\$ 600.00	\$ 845.64	\$ 845.64
124	8" Cap	1	EA	\$ 500.00	\$ 500.00	\$ 800.00	\$ 800.00	\$ 813.44	\$ 813.44
125	Connect to Existing 4" Water Main	1	EA	\$ 1,800.00	\$ 1,800.00	\$ 1,500.00	\$ 1,500.00	\$ 4,624.13	\$ 4,624.13

TABULATION OF BIDS
DARLING ADDITION STREET AND UTILITIES REHABILITATION - PHASE 2 KLU#2416112
CITY OF MILES CITY, MONTANA
May 14, 2019



Item	Description	Engineers Opinion of Cost			Western Municipal Construction			JR Civil			White's Civil Contracting		
		Qty	Unit	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
126	Connect to Existing 6" Water Main	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 3,000.00	\$ 6,000.00	\$ 4,278.93	\$ 8,557.86	\$ 1,600.00	\$ 3,200.00		
127	Connect to Existing 10" Water Main	3	EA	\$ 2,200.00	\$ 6,600.00	\$ 4,000.00	\$ 12,000.00	\$ 4,400.00	\$ 13,200.00	\$ 2,100.00	\$ 6,300.00		
128	Connect to Existing 20" Water Main	2	EA	\$ 4,600.00	\$ 9,200.00	\$ 7,000.00	\$ 14,000.00	\$ 6,634.91	\$ 13,269.82	\$ 2,600.00	\$ 5,200.00		
129	4" Dia. Water Main	20	LF	\$ 55.00	\$ 1,100.00	\$ 45.00	\$ 900.00	\$ 77.61	\$ 1,552.20	\$ 78.00	\$ 1,560.00		
130	6" Dia. Water Main	308	LF	\$ 60.00	\$ 18,480.00	\$ 65.00	\$ 20,020.00	\$ 51.53	\$ 15,871.24	\$ 58.00	\$ 17,864.00		
131	10" Dia. Water Main	2,033	LF	\$ 72.00	\$ 146,376.00	\$ 69.00	\$ 140,277.00	\$ 59.36	\$ 120,678.88	\$ 69.00	\$ 140,277.00		
132	20" Dia. Water Main	124	LF	\$ 150.00	\$ 18,600.00	\$ 130.00	\$ 16,120.00	\$ 112.21	\$ 13,914.04	\$ 107.00	\$ 13,268.00		
133	Replace Existing Water Service & Curb Stop (1")	94	EA	\$ 1,350.00	\$ 45,900.00	\$ 2,000.00	\$ 68,000.00	\$ 2,886.55	\$ 98,142.70	\$ 1,150.00	\$ 39,100.00		
134	Replace Existing Water Service & Curb Stop (1.1/2")	1	EA	\$ 1,400.00	\$ 1,400.00	\$ 2,500.00	\$ 2,500.00	\$ 4,009.99	\$ 4,009.99	\$ 1,450.00	\$ 1,450.00		
135	Flowable Fill	70	CY	\$ 160.00	\$ 11,200.00	\$ 125.00	\$ 8,750.00	\$ 232.78	\$ 16,294.60	\$ 140.00	\$ 9,800.00		
136	Type 2 Pipe Bedding	322	CY	\$ 52.00	\$ 16,744.00	\$ 34.00	\$ 10,948.00	\$ 17.33	\$ 5,580.26	\$ 28.00	\$ 9,016.00		
137	Imported Trench Backfill	804	CY	\$ 40.00	\$ 32,160.00	\$ 28.00	\$ 22,512.00	\$ 14.91	\$ 11,987.64	\$ 32.00	\$ 25,728.00		
138	Trench Plug	13	EA	\$ 350.00	\$ 4,550.00	\$ 1,500.00	\$ 19,500.00	\$ 645.63	\$ 8,393.19	\$ 800.00	\$ 10,400.00		
139	Concrete Collar for Water Valve	20	EA	\$ 335.00	\$ 6,700.00	\$ 250.00	\$ 5,000.00	\$ 182.82	\$ 3,656.40	\$ 350.00	\$ 7,000.00		
					\$ 541,826.00		\$ 606,487.00		\$ 710,915.15		\$ 520,027.00		
	SCHEDULE 1 SUBTOTAL:												
	BASE BID SCHEDULE 2 - SANITARY SEWER IMPROVEMENTS												
201	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	\$ 3,333.05	\$ 3,333.05	\$ 35,000.00	\$ 35,000.00		
202	Taxes, Insurance and Bonds	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 6,900.00	\$ 6,900.00	\$ 3,220.45	\$ 3,220.45	\$ 10,000.00	\$ 10,000.00		
203	Traffic Control	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,383.45	\$ 3,383.45	\$ 8,000.00	\$ 8,000.00		
204	Remove Existing Sanitary Sewer Manhole	3	EA	\$ 1,500.00	\$ 4,500.00	\$ 500.00	\$ 1,500.00	\$ 653.47	\$ 1,960.41	\$ 1,400.00	\$ 4,200.00		
205	Remove Existing Sanitary Sewer Main	773	LF	\$ 8.00	\$ 6,184.00	\$ 2.00	\$ 1,546.00	\$ 24.51	\$ 18,946.23	\$ 11.00	\$ 8,503.00		
206	Replace Existing 4" Sanitary Sewer Service	18	EA	\$ 65.00	\$ 1,170.00	\$ 1,500.00	\$ 27,000.00	\$ 2,199.97	\$ 39,599.46	\$ 2,184.00	\$ 39,312.00		
207	Exploratory Excavation	16	Hours	\$ 300.00	\$ 4,800.00	\$ 250.00	\$ 4,000.00	\$ 736.41	\$ 11,782.56	\$ 160.00	\$ 2,560.00		
208	Sanitary Sewer Manhole	4	EA	\$ 3,300.00	\$ 13,200.00	\$ 3,500.00	\$ 14,000.00	\$ 5,446.11	\$ 21,784.44	\$ 5,200.00	\$ 20,800.00		
209	Sanitary Sewer Manhole Additional Depth	12	VF	\$ 230.00	\$ 2,760.00	\$ 135.00	\$ 1,620.00	\$ 412.51	\$ 4,950.12	\$ 180.00	\$ 2,160.00		

TABULATION OF BIDS
DARLING ADDITION STREET AND UTILITIES REHABILITATION - PHASE 2 KLU#2416112
CITY OF MILES CITY, MONTANA
May 14, 2019



Item	Description	Qty	Unit	Engineers Opinion of Cost		Western Municipal Construction		JR Civil		White's Civil Contracting	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
210	3" Sanitary Sewer Stub	5	LF	\$ 50.00	\$ 250.00	\$ 45.00	\$ 225.00	\$ 411.40	\$ 2,057.00	\$ 52.00	\$ 260.00
211	6" Sanitary Sewer Main	53	LF	\$ 60.00	\$ 3,180.00	\$ 55.00	\$ 2,915.00	\$ 63.02	\$ 3,340.06	\$ 98.00	\$ 5,194.00
212	8" Sanitary Sewer Main	565	LF	\$ 65.00	\$ 36,725.00	\$ 56.00	\$ 31,640.00	\$ 60.41	\$ 34,131.65	\$ 104.00	\$ 58,760.00
213	10" Sanitary Sewer Main	155	LF	\$ 70.00	\$ 10,850.00	\$ 75.00	\$ 11,625.00	\$ 69.30	\$ 10,741.50	\$ 122.00	\$ 18,910.00
214	Type 2 Pipe Bedding	100	CY	\$ 52.00	\$ 5,200.00	\$ 34.00	\$ 3,400.00	\$ 32.49	\$ 3,249.00	\$ 28.00	\$ 2,800.00
215	Imported Trench Backfill	250	CY	\$ 40.00	\$ 10,000.00	\$ 28.00	\$ 7,000.00	\$ 498.75	\$ 124,687.50	\$ 32.00	\$ 8,000.00
216	Trench Plug	4	EA	\$ 350.00	\$ 1,400.00	\$ 1,500.00	\$ 6,000.00	\$ 1,199.19	\$ 4,796.76	\$ 800.00	\$ 3,200.00
217	Concrete Collar for Sewer Manhole	3	EA	\$ 520.00	\$ 1,560.00	\$ 300.00	\$ 900.00	\$ 1,093.97	\$ 3,281.91	\$ 850.00	\$ 2,550.00
	SCHEDULE 2 SUBTOTAL:				\$ 112,779.00		\$ 130,771.00		\$ 295,245.55		\$ 230,209.00
	BASE BID SCHEDULE 3 - STORM DRAIN IMPROVEMENTS										
301	Mobilization	1		\$ 10,000.00	\$ 10,000.00	\$ 2,000.00	\$ 2,000.00	\$ 33,330.59	\$ 33,330.59	\$ 30,000.00	\$ 30,000.00
302	Taxes, Insurance and Bonds	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 8,400.00	\$ 8,400.00	\$ 3,220.45	\$ 3,220.45	\$ 13,000.00	\$ 13,000.00
303	Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,383.45	\$ 3,383.45	\$ 8,000.00	\$ 8,000.00
304	Remove Existing Storm Drain Inlet or Junction Box	58	EA	\$ 400.00	\$ 23,200.00	\$ 250.00	\$ 14,500.00	\$ 490.10	\$ 28,425.80	\$ 450.00	\$ 26,100.00
305	Remove Existing Storm Drain Manhole	5	EA	\$ 1,000.00	\$ 5,000.00	\$ 400.00	\$ 2,000.00	\$ 980.20	\$ 4,901.00	\$ 1,300.00	\$ 6,500.00
306	Remove Existing Storm Drain Pipe	737	LF	\$ 14.00	\$ 10,318.00	\$ 5.00	\$ 3,685.00	\$ 49.01	\$ 36,120.37	\$ 8.00	\$ 5,896.00
307	Connect to Existing Storm Drain	5	EA	\$ 500.00	\$ 2,500.00	\$ 1,500.00	\$ 7,500.00	\$ 784.16	\$ 3,920.80	\$ 750.00	\$ 3,750.00
308	48" Dia. Stormdrain Manhole	5	EA	\$ 4,000.00	\$ 20,000.00	\$ 3,250.00	\$ 16,250.00	\$ 6,381.23	\$ 31,906.15	\$ 5,400.00	\$ 27,000.00
309	Storm Drain Inlet	20	EA	\$ 2,800.00	\$ 56,000.00	\$ 2,750.00	\$ 55,000.00	\$ 4,420.83	\$ 88,416.60	\$ 2,500.00	\$ 50,000.00
310	12" Dia. Storm Drain Pipe	1,039	LF	\$ 79.00	\$ 82,081.00	\$ 48.00	\$ 49,872.00	\$ 62.24	\$ 64,667.36	\$ 82.00	\$ 85,198.00
311	Concrete Collar for Stormdrain Manhole	5	LF	\$ 520.00	\$ 2,600.00	\$ 300.00	\$ 1,500.00	\$ 1,103.90	\$ 5,519.50	\$ 950.00	\$ 4,750.00
	SCHEDULE 3 SUBTOTAL:				\$ 221,699.00		\$ 163,207.00		\$ 303,812.07		\$ 260,194.00

TABULATION OF BIDS
DARLING ADDITION STREET AND UTILITIES REHABILITATION - PHASE 2 KUH#2416112
CITY OF MILES CITY, MONTANA
May 14, 2019



Item	Description	Qty		Engineers Opinion of Cost			Western Municipal Construction			JR Civil		White's Civil Contracting	
		Unit		Unit Price	Total Price		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
	BASE BID SCHEDULE 4 - STREET IMPROVEMENTS												
401	Mobilization	1	LS	\$ 65,000.00	\$ 65,000.00	\$ 120,000.00	\$ 120,000.00	\$ 20,417.24	\$ 20,417.24	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00
402	Taxes, Insurance and Bonds	1	LS	\$ 32,000.00	\$ 32,000.00	\$ 60,000.00	\$ 60,000.00	\$ 7,729.09	\$ 7,729.09	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00	\$ 95,000.00
403	Traffic Control	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 8,500.00	\$ 8,500.00	\$ 22,241.07	\$ 22,241.07	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00
404	Stormwater Management and Erosion Control	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00	\$ 14,728.96	\$ 14,728.96	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00
405	Remove Tree (6 to 24-inches)	8	EA	\$ 1,000.00	\$ 8,000.00	\$ 600.00	\$ 4,800.00	\$ 1,168.35	\$ 9,346.80	\$ 2,200.00	\$ 17,600.00	\$ 2,200.00	\$ 17,600.00
406	Remove Tree (larger than 24-inches)	15	EA	\$ 2,400.00	\$ 36,000.00	\$ 1,000.00	\$ 15,000.00	\$ 1,697.60	\$ 25,464.00	\$ 3,200.00	\$ 48,000.00	\$ 3,200.00	\$ 48,000.00
407	Remove Stump	2	EA	\$ 400.00	\$ 800.00	\$ 500.00	\$ 1,000.00	\$ 999.09	\$ 1,998.18	\$ 1,200.00	\$ 2,400.00	\$ 1,200.00	\$ 2,400.00
408	Concrete Pavement Removal	8,656	SY	\$ 20.00	\$ 173,120.00	\$ 8.00	\$ 69,248.00	\$ 15.94	\$ 137,976.64	\$ 12.00	\$ 103,872.00	\$ 12.00	\$ 103,872.00
409	Concrete Flat Work Removal	1,641	SY	\$ 15.00	\$ 24,615.00	\$ 15.00	\$ 24,615.00	\$ 16.93	\$ 27,782.13	\$ 8.00	\$ 13,128.00	\$ 8.00	\$ 13,128.00
410	Unclassified Excavation	3,300	CY	\$ 28.00	\$ 92,400.00	\$ 20.00	\$ 66,000.00	\$ 11.00	\$ 36,300.00	\$ 16.00	\$ 52,800.00	\$ 16.00	\$ 52,800.00
411	Subgrade Stabilization	5,000	SY	\$ 22.00	\$ 110,000.00	\$ 22.00	\$ 110,000.00	\$ 24.93	\$ 124,650.00	\$ 42.00	\$ 210,000.00	\$ 42.00	\$ 210,000.00
412	Crushed Base Course	3,312	CY	\$ 40.00	\$ 132,480.00	\$ 40.00	\$ 132,480.00	\$ 36.27	\$ 120,126.24	\$ 32.00	\$ 105,984.00	\$ 32.00	\$ 105,984.00
413	Asphalt Concrete Pavement (4" thick)	9,417	SY	\$ 25.80	\$ 242,958.60	\$ 37.00	\$ 348,429.00	\$ 42.92	\$ 404,177.64	\$ 66.00	\$ 621,522.00	\$ 66.00	\$ 621,522.00
414	Asphalt Concrete Pavement (3" thick)	409	SY	\$ 19.40	\$ 7,934.60	\$ 40.00	\$ 16,360.00	\$ 67.89	\$ 27,767.01	\$ 62.00	\$ 25,358.00	\$ 62.00	\$ 25,358.00
415	Portland Cement Concrete Pavement (9" thick)	38	SY	\$ 90.00	\$ 3,420.00	\$ 115.00	\$ 4,370.00	\$ 145.00	\$ 5,510.00	\$ 124.00	\$ 4,712.00	\$ 124.00	\$ 4,712.00
416	Standard Curb and Gutter	3,846	LF	\$ 25.00	\$ 96,150.00	\$ 30.00	\$ 115,380.00	\$ 43.06	\$ 165,608.76	\$ 28.00	\$ 107,688.00	\$ 28.00	\$ 107,688.00
417	Modified Curb and Gutter (2.5' Wide Gutter Pan)	248	LF	\$ 30.00	\$ 7,440.00	\$ 35.00	\$ 8,680.00	\$ 44.68	\$ 11,080.64	\$ 32.00	\$ 7,936.00	\$ 32.00	\$ 7,936.00
418	Sidewalk Retaining Curb	22	LF	\$ 40.00	\$ 880.00	\$ 55.00	\$ 1,210.00	\$ 60.94	\$ 1,340.68	\$ 38.00	\$ 836.00	\$ 38.00	\$ 836.00
419	Curb Cut for Driveway Approach	17	EA	\$ 500.00	\$ 8,500.00	\$ 800.00	\$ 13,600.00	\$ 257.77	\$ 4,382.09	\$ 350.00	\$ 5,950.00	\$ 350.00	\$ 5,950.00
420	Concrete Driveway Apron	3,328	SF	\$ 15.00	\$ 49,920.00	\$ 15.00	\$ 49,920.00	\$ 9.33	\$ 31,050.24	\$ 22.00	\$ 73,216.00	\$ 22.00	\$ 73,216.00
421	Concrete Sidewalk (4" thick)	10,604	SF	\$ 12.00	\$ 127,248.00	\$ 12.00	\$ 127,248.00	\$ 8.83	\$ 93,633.32	\$ 16.00	\$ 169,664.00	\$ 16.00	\$ 169,664.00
422	Concrete Sidewalk (6" thick)	1,408	SF	\$ 13.00	\$ 18,304.00	\$ 15.00	\$ 21,120.00	\$ 9.95	\$ 14,009.60	\$ 19.00	\$ 26,752.00	\$ 19.00	\$ 26,752.00
423	Concrete Pedestrian Ramp	3,098	SF	\$ 15.00	\$ 46,470.00	\$ 19.50	\$ 60,411.00	\$ 10.47	\$ 32,436.06	\$ 18.00	\$ 55,764.00	\$ 18.00	\$ 55,764.00
424	Detectable Warning Panels	314	SF	\$ 40.00	\$ 12,560.00	\$ 43.00	\$ 13,502.00	\$ 32.53	\$ 10,214.42	\$ 22.00	\$ 6,908.00	\$ 22.00	\$ 6,908.00
425	Remove Existing Sign	28	EA	\$ 220.00	\$ 6,160.00	\$ 35.00	\$ 980.00	\$ 469.35	\$ 13,141.80	\$ 250.00	\$ 7,000.00	\$ 250.00	\$ 7,000.00

TABLATION OF BIDS
DARLING ADDITION STREET AND UTILITIES REHABILITATION - PHASE 2 KLU#2416112
CITY OF MILES CITY, MONTANA
May 14, 2019



Item	Description	Qty	Unit	Engineers Opinion of Cost		Western Municipal Construction		JR Civil		White's Civil Contracting	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
426	New Sign Post	33	EA	\$ 300.00	\$ 9,900.00	\$ 250.00	\$ 8,250.00	\$ 616.00	\$ 20,328.00	\$ 350.00	\$ 11,550.00
427	New Sign	268	SF	\$ 22.00	\$ 5,896.00	\$ 19.00	\$ 5,092.00	\$ 51.34	\$ 13,759.12	\$ 28.00	\$ 7,504.00
428	4" Wide Pavement Stripe (Epoxy)	684	LF	\$ 0.60	\$ 410.40	\$ 2.50	\$ 1,710.00	\$ 2.73	\$ 1,867.32	\$ 8.00	\$ 5,472.00
429	3" Wide Pavement Stripe (Epoxy)	1,258	LF	\$ 2.40	\$ 3,019.20	\$ 8.00	\$ 10,064.00	\$ 7.81	\$ 9,824.98	\$ 12.00	\$ 15,096.00
430	24" Wide Pavement Stripe (Epoxy)	323	LF	\$ 8.20	\$ 2,648.60	\$ 20.00	\$ 6,460.00	\$ 19.64	\$ 6,343.72	\$ 22.00	\$ 7,106.00
431	Yield Bar (Epoxy)	237	LF	\$ 10.60	\$ 2,512.20	\$ 13.00	\$ 3,081.00	\$ 13.32	\$ 3,156.84	\$ 28.00	\$ 6,636.00
432	Handicap Pavement Symbol (Epoxy)	2	EA	\$ 300.00	\$ 600.00	\$ 300.00	\$ 600.00	\$ 373.80	\$ 747.60	\$ 350.00	\$ 700.00
433	Curb Paint (Epoxy)	3,023	LF	\$ 3.50	\$ 10,580.50	\$ 4.50	\$ 13,603.50	\$ 4.54	\$ 13,724.42	\$ 3.00	\$ 9,069.00
434	Bollards	4	EA	\$ 500.00	\$ 2,000.00	\$ 750.00	\$ 3,000.00	\$ 805.20	\$ 3,220.80	\$ 800.00	\$ 3,200.00
435	Grass Pavement	327	SY	\$ 40.00	\$ 13,080.00	\$ 80.00	\$ 26,160.00	\$ 126.40	\$ 41,332.80	\$ 48.00	\$ 15,696.00
436	New Tree	13	EA	\$ 800.00	\$ 10,400.00	\$ 875.00	\$ 11,375.00	\$ 1,134.77	\$ 14,752.01	\$ 2,200.00	\$ 28,600.00
	SCHEDULE 4 SUBTOTAL:				\$ 1,408,407.10		\$ 1,497,248.50		\$ 1,492,170.22		\$ 1,973,719.00
	Total of Base Bid				\$ 2,284,711.10		\$ 2,397,713.50		\$ 2,802,142.99		\$ 2,984,149.00

This represents a true tabulation of bids opened and read on May 14, 2019.



Travis Copper, PE
 Project Engineer
 Date: May 16, 2019



WESTERN MUNICIPAL CONSTRUCTION, INC.

5855 Elysian Road Billings, MT 59101

Phone (406) 254-2106 Fax (406) 245-9736

MAY 15, 2019

RE: CITY OF MILES CITY AND KU ENGINEERING

It has come to our attention that bid item 131 -- 10" dia. water main was not filled in on the bid form. We would like to first and foremost apologize for this error. It is a rarity that we have a mistake in our bid submittals. We pride ourselves in checking and double checking that we submit a complete and correct bid package.

With that said we are hoping that the Schedule 1 Total bid number of \$606,487 would be the final factor for the bid resulting in the intended price \$69.00 a LF and a bid item total of \$140,277, be enough information to continue with an award. We are confident in our ability and ongoing good relationships that we have with both the city and engineer to complete this job in a professional manner. I have attached a complete bid form with all items completed. Please let me know if you are needing any further information. Again we apologize for this oversight.

Respectfully,

Justin Biehl

Project Manager/Estimator

SECTION 00300
BID FORM

PROJECT IDENTIFICATION:

Darling Addition Street and Utilities Rehabilitation – Phase 2
Miles City, MT
KLJ PROJECT: 2416112

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Miles City
17 S. 8th Street
Miles City, MT 59301

1.02 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 and furnish 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.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

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, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

Addendum No.
#1

Addendum Date
5/9/19

- 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 (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Special Provisions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazard Environmental Condition, if any, which has been identified in the Special Provisions as provided in Paragraph 4.06 of the General Conditions.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. 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.
- G. Bidder is aware of the general nature of the 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.

ARTICLE 4 – BIDDER'S CERTIFICATION

- 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 person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

The Bidder certifies that no official of the Owner, Engineer, or any member of such official's immediate family, has direct or indirect interest in the pecuniary profits or Contracts of the Bidder.

ARTICLE 5 -- BASIS OF BID

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

Darling Addition Street and Utilities Rehabilitation -- Phase 2
City of Miles City, MT

SCHEDULE 1 -- WATER MAIN IMPROVEMENTS					
Item #	Description	Estimated Quantity	Unit	Unit Price	Total Estimated Cost
101	Mobilization	1	LS	\$60,000 ⁰⁰	\$ 60,000 ⁰⁰
102	Taxes, Insurance and Bonds	1	LS	\$ 33,000 ⁰⁰	\$ 33,000 ⁰⁰
103	Traffic Control	1	LS	\$ 10,000 ⁰⁰	\$ 10,000 ⁰⁰
104	Remove Existing Gate Valve	2	EA	\$ 50 ⁰⁰	\$ 100 ⁰⁰
105	Remove Existing Water Manhole and Valve	5	EA	\$ 350 ⁰⁰	\$ 1,750 ⁰⁰
106	Remove Existing Fire Hydrant Assembly	2	EA	\$ 350 ⁰⁰	\$ 700 ⁰⁰
107	Remove Existing Water Main	244	LF	\$ 15 ⁰⁰	\$ 3,660 ⁰⁰
108	Temporary Water Service	1	LS	\$ 35,000 ⁰⁰	\$ 35,000 ⁰⁰
109	Exploratory Excavation	20	Hours	\$ 250 ⁰⁰	\$ 5,000 ⁰⁰
110	6" Gate Valve	4	EA	\$ 1,400 ⁰⁰	\$ 5,600 ⁰⁰
111	10" Gate Valve	8	EA	\$ 2,250 ⁰⁰	\$ 18,000 ⁰⁰
112	20" Butterfly Valve	2	EA	\$ 6,000 ⁰⁰	\$ 12,000 ⁰⁰
113	Fire Hydrant Assembly	5	EA	\$ 5,550 ⁰⁰	\$ 27,750 ⁰⁰
114	Yard Hydrant	3	EA	\$ 2,000 ⁰⁰	\$ 6,000 ⁰⁰
115	6" Tee	2	EA	\$ 825 ⁰⁰	\$ 1,650 ⁰⁰
116	10"x6" Tee	6	EA	\$ 1,250 ⁰⁰	\$ 7,500 ⁰⁰
117	10" Tee	1	EA	\$ 1,450 ⁰⁰	\$ 1,450 ⁰⁰
118	20"x10" Cross	1	EA	\$ 4,500 ⁰⁰	\$ 4,500 ⁰⁰
119	20" Bend	4	EA	\$ 2,900 ⁰⁰	\$ 11,600 ⁰⁰
120	6" Bend	4	EA	\$ 950 ⁰⁰	\$ 3,800 ⁰⁰
121	4" Bend	2	EA	\$ 900 ⁰⁰	\$ 1,800 ⁰⁰
122	10" Bend	3	EA	\$ 1,500 ⁰⁰	\$ 4,500 ⁰⁰
123	6"x4" Reducer	1	EA	\$ 600 ⁰⁰	\$ 600 ⁰⁰
124	8" Cap	1	EA	\$ 800 ⁰⁰	\$ 800 ⁰⁰
125	Connect to Existing 4" Water Main	1	EA	\$ 1,500 ⁰⁰	\$ 1,500 ⁰⁰
126	Connect to Existing 6" Water Main	2	EA	\$ 3,000 ⁰⁰	\$ 6,000 ⁰⁰
127	Connect to Existing 10" Water Main	3	EA	\$ 4,000 ⁰⁰	\$ 12,000 ⁰⁰
128	Connect to Existing 20" Water Main	2	EA	\$ 7,000 ⁰⁰	\$ 14,000 ⁰⁰
129	4" Dia. Water Main	20	LF	\$ 45 ⁰⁰	\$ 900 ⁰⁰
130	6" Dia. Water Main	308	LF	\$ 65 ⁰⁰	\$ 20,020 ⁰⁰
131	10" Dia. Water Main	2,033	LF	\$ 69 ⁰⁰	\$ 140,277 ⁰⁰
132	20" Dia. Water Main	124	LF	\$ 130 ⁰⁰	\$ 16,120 ⁰⁰
133	Existing Water Service & Curb Stop (1") Replace	33 34	EA	\$ 200 ⁰⁰	\$ 6,800 ⁰⁰
134	Existing Water Service & Curb Stop (1 1/2") Replace	1	EA	\$ 2,500 ⁰⁰	\$ 2,500 ⁰⁰

135	Flowable Fill	2670	CY	\$ 135 ⁰⁰	\$ 360450 ⁰⁰
136	Type 2 Pipe Bedding	322	CY	\$ 34 ⁰⁰	\$ 10968 ⁰⁰
137	Imported Trench Backfill	804	CY	\$ 28 ⁰⁰	\$ 22512 ⁰⁰
138	Trench Plug	13	EA	\$ 1500 ⁰⁰	\$ 19500 ⁰⁰
139	Concrete Collar for Water Valve	20	EA	\$ 250 ⁰⁰	\$ 5000 ⁰⁰
				\$	\$
				\$	\$
				\$	\$
Total Bid - Schedule 1					\$ 606,487 ⁰⁰

SCHEDULE 2 – SANITARY SEWER IMPROVEMENTS

Item #	Description	Estimated Quantity	Unit	Unit Price	Total Estimated Cost
201	Mobilization	1	LS	\$ 5500 ⁰⁰	\$ 5500 ⁰⁰
202	Taxes, Insurance and Bonds	1	LS	\$ 6900 ⁰⁰	\$ 6900 ⁰⁰
203	Traffic Control	1	LS	\$ 5000 ⁰⁰	\$ 5000 ⁰⁰
204	Remove Existing Sanitary Sewer Manhole	3	EA	\$ 500 ⁰⁰	\$ 1500 ⁰⁰
205	Remove Existing Sanitary Sewer Main	773	LF	\$ 2 ⁰⁰	\$ 1546 ⁰⁰
206	Replace Existing 4" Sanitary Sewer Service	18	EA LF	\$ 1500 ⁰⁰	\$ 27000 ⁰⁰
207	Exploratory Excavation	16	Hours	\$ 250 ⁰⁰	\$ 4000 ⁰⁰
208	Sanitary Sewer Manhole	4	EA	\$ 3500 ⁰⁰	\$ 14000 ⁰⁰
209	Sanitary Sewer Manhole Additional Depth	12	VF	\$ 135 ⁰⁰	\$ 1620 ⁰⁰
210	3" Sanitary Sewer Stub	5	LF	\$ 45 ⁰⁰	\$ 225 ⁰⁰
211	6" Sanitary Sewer Main	53	LF	\$ 55 ⁰⁰	\$ 2915 ⁰⁰
212	8" Sanitary Sewer Main	565	LF	\$ 56 ⁰⁰	\$ 31620 ⁰⁰
213	10" Sanitary Sewer Main	155	LF	\$ 75 ⁰⁰	\$ 11625 ⁰⁰
214	Type 2 Pipe Bedding	100	CY	\$ 34 ⁰⁰	\$ 3400 ⁰⁰
215	Imported Trench Backfill	250	CY	\$ 28 ⁰⁰	\$ 7000 ⁰⁰
216	Trench Plug	4	EA	\$ 1500 ⁰⁰	\$ 6000 ⁰⁰
217	Concrete Collar for Sewer Manhole	3	EA	\$ 300 ⁰⁰	\$ 900 ⁰⁰
				\$	\$
				\$	\$
				\$	\$
Total Bid - Schedule 2					\$ 130,771 ⁰⁰

SCHEDULE 3 – STORM DRAIN IMPROVEMENTS

Item #	Description	Estimated Quantity	Unit	Unit Price	Total Estimated Cost
301	Mobilization	1	LS	\$ 2000 ⁰⁰	\$ 2000 ⁰⁰
302	Taxes, Insurance and Bonds	1	LS	\$ 8400 ⁰⁰	\$ 8400 ⁰⁰

303	Traffic Control	1	LS	\$ 2500 ⁰⁰	\$ 2500 ⁰⁰
304	Remove Existing Storm Drain Inlet or Junction Box	58	EA	\$ 250 ⁰⁰	\$ 14500 ⁰⁰
305	Remove Existing Storm Drain Manhole	5	EA	\$ 400 ⁰⁰	\$ 2000 ⁰⁰
306	Remove Existing Storm Drain Pipe	737	LF	\$ 50 ⁰⁰	\$ 3685 ⁰⁰
307	Connect to Existing Storm Drain	5	EA	\$ 1500 ⁰⁰	\$ 7500 ⁰⁰
308	48" Dia. Stormdrain Manhole	5	EA	\$ 3350 ⁰⁰	\$ 16,750 ⁰⁰
309	Storm Drain Inlet	20	EA	\$ 2750 ⁰⁰	\$ 55,000 ⁰⁰
310	12" Dia. Storm Drain Pipe	1,039	LF	\$ 46 ⁰⁰	\$ 47,872 ⁰⁰
311	Concrete Collar for Stormdrain Manhole	5	LF	\$ 300 ⁰⁰	\$ 1,500 ⁰⁰
				\$	\$
				\$	\$
				\$	\$
Total Bid - Schedule 3					\$ 163,207 ⁰⁰

SCHEDULE 4 - STREET IMPROVEMENTS

Item #	Description	Estimated Quantity	Unit	Unit Price	Total Estimated Cost
401	Mobilization	1	LS	\$ 130,000 ⁰⁰	\$ 130,000 ⁰⁰
402	Taxes, Insurance and Bonds	1	LS	\$ 60,000 ⁰⁰	\$ 60,000 ⁰⁰
403	Traffic Control	1	LS	\$ 6500 ⁰⁰	\$ 6500 ⁰⁰
404	Stormwater Management and Erosion Control	1	LS	\$ 15,000 ⁰⁰	\$ 15,000 ⁰⁰
405	Remove Tree (6 to 24 inches)	8	EA	\$ 600 ⁰⁰	\$ 4800 ⁰⁰
406	Remove Tree (larger than 24 inches)	20	EA	\$ 1500 ⁰⁰	\$ 30,000 ⁰⁰
407	Remove Stump	2	EA	\$ 500 ⁰⁰	\$ 1,000 ⁰⁰
408	Concrete Pavement Removal	8,899	SY	\$ 8 ⁰⁰	\$ 71,192 ⁰⁰
409	Concrete Flat Work Removal	1,641	SY	\$ 15 ⁰⁰	\$ 24,615 ⁰⁰
410	Unclassified Excavation	3,300	CY	\$ 20 ⁰⁰	\$ 66,000 ⁰⁰
411	Subgrade Stabilization	5,000	SY	\$ 22 ⁰⁰	\$ 110,000 ⁰⁰
412	Crushed Base Course	3,312	CY	\$ 40 ⁰⁰	\$ 132,480 ⁰⁰
413	Asphalt Concrete Pavement (4" thick)	9,417	SY	\$ 37 ⁰⁰	\$ 348,429 ⁰⁰
414	Asphalt Concrete Pavement (3" thick)	433,409	SY	\$ 40 ⁰⁰	\$ 17,336,360 ⁰⁰
415	Portland Cement Concrete Pavement (9" thick)	38	SY	\$ 115 ⁰⁰	\$ 4,370 ⁰⁰
416	Standard Curb and Gutter	3,846	LF	\$ 30 ⁰⁰	\$ 115,380 ⁰⁰
417	Modified Curb and Gutter (2.5' Wide Gutter Pan)	248	LF	\$ 35 ⁰⁰	\$ 8,680 ⁰⁰
418	Sidewalk Retaining Curb	22	LF	\$ 55 ⁰⁰	\$ 1,210 ⁰⁰
419	Curb Cut for Driveway Approach	17	EA	\$ 800 ⁰⁰	\$ 13,600 ⁰⁰
420	Concrete Driveway Apron	3,328	SF	\$ 15 ⁰⁰	\$ 49,920 ⁰⁰
421	Concrete Sidewalk (4" thick)	10,604	SF	\$ 12 ⁰⁰	\$ 127,248 ⁰⁰
422	Concrete Sidewalk (6" thick)	1,408	SF	\$ 15 ⁰⁰	\$ 21,120 ⁰⁰

423	Concrete Pedestrian Ramp	3,098	SF	\$ 19 ⁵⁰	\$ 60,411 ⁰⁰
424	Detectable Warning Panels	314	SF	\$ 43 ⁰⁰	\$ 13,502 ⁰⁰
425	Remove Existing Sign	28 28	EA	\$ 35 ⁰⁰	\$ 780 ⁰⁰
426	New Sign Post	54 33	EA	\$ 247 ⁰⁰	\$ 8250 ⁰⁰
427	New Sign	239 268	SF	\$ 19 ⁰⁰	\$ 5072 ⁰⁰
428	4" Wide Pavement Stripe (Epoxy)	684	LF	\$ 250	\$ 1710 ⁰⁰
429	8" Wide Pavement Stripe (Epoxy)	1,258	LF	\$ 8 ⁰⁰	\$ 10,084 ⁰⁰
430	24" Wide Pavement Stripe (Epoxy)	323	LF	\$ 20 ⁰⁰	\$ 6460 ⁰⁰
431	Yield Bar (Epoxy)	237	LF	\$ 13 ⁰⁰	\$ 3081 ⁰⁰
432	Handicap Pavement Symbol (Epoxy)	2	EA	\$ 200 ⁰⁰	\$ 400 ⁰⁰
433	Curb Paint (Epoxy)	3,023	LF	\$ 45 ⁰⁰	\$ 13603 ⁵⁰
434	Bollards	4	EA	\$ 750 ⁰⁰	\$ 3000 ⁰⁰
435	Grass Pavement	327	SY	\$ 80 ⁰⁰	\$ 26160 ⁰⁰
436	New Tree	13	EA	\$ 875 ⁰⁰	\$ 11375 ⁰⁰
				\$	\$
				\$	\$
				\$	\$
Total Bid - Schedule 4					\$ 1,497,248 ⁵⁰
TOTAL COMBINED BID SCHEDULES 1 THROUGH 4					\$ 2,377,713⁰⁰
<i>Nine hundred thousand four hundred sixty five dollars 00/100</i> (Total Combined Bid Schedules 1 through 3 - Written Words)					

- A. Unit Prices have been computed in accordance with paragraph 11.03B if the General Conditions.
- B. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.
- C. The undersigned agrees that the unit prices shall govern in checking the Bid and should be discrepancy exist in the Total Estimated Price and Total Amount of Unit Price Bid as listed above after extensions are checked and corrections made, if any, the Total Amount of Unit Prices Bid are corrected shall be used in awarding this Contract.
- D. Owner reserves the right to reject any or all bids.

ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with Paragraph 14.07 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.

ARTICLE 7 – ATTACHMENTS TO THIS BID

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

- A. Required Bid security in the amount of 10% of the maximum Bid price, including alternates, if any.

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

SUBMITTED on May 14, 2019
(Date)

Montana Contractor's Registration # 13329

Employer's Tax ID No. 84-1388819

If Bidder is:

An Individual:

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

Business Address: _____

Phone No.: _____ FAX No: _____

A Partnership:

Partnership Name: _____

By: _____
(Signature)

Name (typed or printed): _____

Business Address: _____

Phone No.: _____ FAX No: _____

A Corporation:

Name: Western Municipal Construction, Inc.
(Corporation Name)

State of Incorporation: Montana

Type (General Business, Professional, Service, Limited Liability): General Business

By: [Signature] Jock Clause
(Signature of person authorized to sign)

Title: President

Attest: [Signature] [Signature]
(Signature) Secretary

Business Address: 5855 Elysian Road, Billings, MT 59101

Phone No.: (406) 254-2106 FAX No: (406) 245-9736

Date of Qualification to Do Business Is: 3/1/1997

(CORPORATE SEAL)



A Joint Venture: Each Joint Venture Must Sign

Joint Venturer Name: _____
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, Printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ FAX No: _____

Joint Venturer Name: _____
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, Printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ FAX No: _____

Address of Joint Venture for Receipt of Official Communication:

Business Address: _____

Phone No.: _____ FAX No: _____

(The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION

Public Hearing - Ordinance 1333 +
1334

&

Unfinished Business

RESOLUTION NO. 4252

A RESOLUTION APPROVING A 10-YEAR BLANKET VARIANCE FOR WESTWOOD ESTATES TRAILER PARK ALLOWING FOR REPLACEMENT OF MOBILE HOMES AT AN ELEVATION OF 48" ABOVE GRADE.

WHEREAS, Paul Ellis, member of Ellis Rentals, LLC, the owner of the Westwood Estates Trailer Park, has made application for a blanket floodplain permit and blanket variance for said trailer park for a period of 10 years, to allow for the replacement of mobile homes within the park at existing elevations and without a permit;

AND WHEREAS, the initial permit application was denied by the City Floodplain Administrator, resulting in an appeal to the City Council of said denial, as well as an application for a variance which would allow the application to replace existing mobile homes at the same elevation as they are currently set;

AND WHEREAS, a public hearing and the appeal and variance request was held, and testimony presented by Mr. Ellis and his attorney, Chris Gray, as well as by City Floodplain Administrator Sam Malenovsky, and the same have been duly considered by the City Council;

NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:

1. The City Council makes the following Findings of Fact:
 - a. The Westwood Estates Trailer Park is located within the City of Miles City Floodplain.
 - b. The park is situated upon two legally platted parcels, sized 5.74 acres and 11.495 acres; however, for purposes of this review, lot size is reviewed in accordance with the definition set forth in 44 CFR Section 59.1, defining a manufactured home park as land divided into two or more manufactured home lots for rent or sale. The City finds that for purposes of this review, the Westwood Estates Trailer Park has 70 lots for rent, and that each lot is less than ½ acre in size.
 - c. The floodplain permit was properly denied by the Floodplain Administrator, as the City's flood code requires that the replacement of manufactured homes be permitted and compliant with the elevation requirements within the flood code, being two feet above base flood elevation, unless a variance is granted. Section 12-52(1)
 - d. The applicant meets all 10 of the floodplain variance criteria set forth in Section 12-59(a); and also meets the exception variance criteria set forth in Section 12-59(b)(1). As such, a variance may be granted to the applicant.
 - e. Although the State of Montana provides no relief from the "base flood plus two feet" elevation requirements for trailer and mobile home parks, the Floodplain Administrator has advised that the Code of Federal Regulations (CFR) allows for mobile homes within the designated floodplain to be elevated to 36 inches above grade. Strict compliance with the State of Montana requirements would result in elevation to 8.1 feet above grade in this instance, which is not feasible or safe for the residents of the park.
 - f. The City of Miles City participates in the "Community Rating System" (CRS) program, within the National Flood Insurance Program. In order to maintain good standing and receive discounts for City residents who purchase flood insurance,

certain additional regulatory standards are required to be met, in addition to the minimum standards set forth in the CFR. One area where credits can be earned and a community discount received is for requiring additional elevation, above base flood elevation, for development within the community – called “freeboard credits.” As the State of Montana requires development be two feet above base flood elevation, two feet of “freeboard” is typically required without a variance.

- g. As the granting of a variance is permissive, the City can grant a variance to the federal minimum of 36” of elevation, or any amount greater than 36” and up to the state required 8.1 feet, in this instance.
- h. In order to maintain the lowest level of freeboard credit with the CRS, the City has determined that it is in the best interest of the community, as well as adequate and appropriate relief for the applicant, that a variance be granted to allow the applicant to replace existing mobile homes so that the lowest floor and all utilities are located 48” (forty-eight inches) above grade. This variance affords relief to the applicant by allowing elevation to be greater than 4 feet below what is typically required, and one foot below the freeboard typically required within the floodplain.
- i. The applicant has agreed that a floodplain permit is appropriately required prior to the replacement of any mobile home within the park.
- j. The City Council determined that the applicant property is uniquely situated, in that the mobile homes are densely situated on small lots, and that strict compliance with the 8.1 foot elevation required by state regulations would create a risk to the health, welfare and safety of the occupants of the trailer park.

2. Based on the foregoing findings of fact, the City Council grants the applicant a variance as follows: A 10 year blanket variance is hereby granted to the Westwood Estates Trailer Park, allowing for replacement of existing mobile homes with new homes of the same or smaller dimensions. The replacement trailer and all utilities must be placed at an elevation of 48” above grade. Before any trailer is replaced the applicant must contact the City for measurements to ensure that the new trailer is the same size or smaller than the one being replaced. A floodplain permit shall be required prior to the replacement of any mobile home within the park. All homes shall be anchored, and shall otherwise comply with the requirements of the City’s flood code. In the event State or Federal law is amended and would render this variance unlawful, then the blanket variance may be terminated by the City upon written notice to the applicant, or the applicant’s successor in ownership of the park, within ninety (90) days of the community’s adoption of the amendment.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A REGULAR MEETING THIS 28TH DAY OF MAY, 2019.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

ORDINANCE NO. 1333

AN ORDINANCE AMENDING SECTION 23-1 OF THE CODE OF ORDINANCES OF MILES CITY, MONTANA, REMOVING THE DEFINITION OF SEWER AND/OR WATER SERVICE.

BE IT ORDAINED, by the City Council of the City of Miles City, Montana, as follows:

Section 1. Section 23-1 shall be amended as follows:

Sec. 23-1. - Annexation required.

The city may, at any time, require a property owner's consent to annexation as a condition of new or continued sewer and/or water service. ~~Sewer and/or water service is defined as the receipt of water or transmission of wastewater from or to the city, regardless of the ownership of the delivery infrastructure which services the property.~~ When the city determines to require such consent from a particular property owner, the city may notify the property owner, in writing, that the city seeks such consent, and that if such consent is not given, the city will require that the property owner discontinue receiving sewer and/or water service. The property owner may notify the city in writing of his or her consent to annexation. If within ten days of the property owner's receipt of such notice, the property owner contacts the city and makes firm arrangements, in writing, to discontinue sewer and/or water service, then the city shall not further pursue obtaining the property owner's consent. If, however, the property owner has not, within ten days, made firm written arrangements to discontinue sewer and/or water service, then the city shall be entitled to treat the property owner as having consented to annexation of his or her property upon the expiration of such ten-day period. The failure by the property owner to respond in writing within ten days shall entitle the city to treat the property owner as having consented upon the expiration of such ten-day period.

If the property owner consents to annexation under any of the methods described above, the property owner may not thereafter withdraw his or her consent to any proposed annexation of his or her property. If the property owner consents to annexation under any of the methods described above, then the city shall be entitled to disregard any protest that such property owner makes to a proposed annexation of his or her property. Nothing herein shall prevent the city from seeking consent even if the city has previously obtained a waiver of protest from such property owner or from his or her predecessor in interest.

Section 2. This Ordinance shall become effective thirty (30) days after its final passage.

Said Ordinance read and put on its passage this 14th day of May, 2019.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

FINALLY PASSED AND ADOPTED this 28th day of May, 2019.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

ORDINANCE NO. 1334

AN ORDINANCE AMENDING ORDINANCE NOS. 1054, 1056, 1093, 1133 AND 1265, ESTABLISHING NEW RATES FOR THE USE OF THE MILES CITY AMBULANCE

BE IT ORDAINED, by the City Council of the City of Miles City, Montana, as follows:

Section 1. The Ambulance Rates set forth in Ordinance No. 1265, which was passed and approved on April 22, 2014, and which amended Ordinance Nos. 1054, 1056, 1093 and 1133, is amended to read as follows:

(1) Basic Life Support:

- a. Commencing upon the effective date of this Ordinance - \$687.66 per call (two hour maximum)
- b. Commencing July 1, 2020 – 694.41 per call (two hour maximum);
- c. Commencing July 1, 2021 – 707.89 per call (two hour maximum);
- d. Commencing July 1, 2022 – 741.60 per call (two hour maximum)

(2) BLS Non Emergent Resident:

- a. Commencing upon the effective date of this Ordinance - \$350.71 per call (two hour maximum)
- b. Commencing July 1, 2020 – 354.14 per call (two hour maximum);
- c. Commencing July 1, 2021 – 361.02 per call (two hour maximum);
- d. Commencing July 1, 2022 – 378.21 per call (two hour maximum)

(3) BLS Emergent/Non Emergent Nonresident

- a. Commencing upon the effective date of this Ordinance - \$865.95 per call (two hour maximum)
- b. Commencing July 1, 2020 – 874.44 per call (two hour maximum);
- c. Commencing July 1, 2021 – 891.42 per call (two hour maximum);
- d. Commencing July 1, 2022 – 933.87 per call (two hour maximum)

(4) Advanced Life Support (ALS) Emergent Resident

- a. Commencing upon the effective date of this Ordinance - \$811.83 per call (two hour maximum)
- b. Commencing July 1, 2020 – 819.79 per call (two hour maximum);
- c. Commencing July 1, 2021 – 835.71 per call (two hour maximum);

d. Commencing July 1, 2022 – 875.50 per call (two hour maximum)

(5) ALS Emergent Nonresident.

- a. Commencing upon the effective date of this Ordinance - \$974.19 per call (two hour maximum)
- b. Commencing July 1, 2020 – 983.74 per call (two hour maximum);
- c. Commencing July 1, 2021 – 1002.84 per call (two hour maximum);
- d. Commencing July 1, 2022 – 1050.60 per call (two hour maximum)

(6) ALS 2

- a. Commencing upon the effective date of this Ordinance - \$1200.00 per call (two hour maximum)
- b. Commencing July 1, 2020 – 1300.00 per call (two hour maximum);
- c. Commencing July 1, 2021 – 1400.00 per call (two hour maximum);
- d. Commencing July 1, 2022 – 1500.00 per call (two hour maximum)

(7) Specialty Care Transport with RN/ Paramedic aboard

- a. Commencing upon the effective date of this Ordinance - \$1875.00 per call (two hour maximum)
- b. Commencing July 1, 2020 – 1893.05 per call (two hour maximum);
- c. Commencing July 1, 2021 – 2122.42 per call (two hour maximum);
- d. Commencing July 1, 2022 – 2387.72 per call (two hour maximum)

(8) IV Supplies

- a. Commencing upon the effective date of this Ordinance - \$81.18 per call (two hour maximum)
- b. Commencing July 1, 2020 – 81.98 per call;
- c. Commencing July 1, 2021 – 83.57 per call;
- d. Commencing July 1, 2022 – 87.55 per call

(9) BLS Routine Supplies

- a. Commencing upon the effective date of this Ordinance - \$81.18 per call (two hour maximum)
- b. Commencing July 1, 2020– 81.98 per call;
- c. Commencing July 1, 2021 – 83.57 per call;
- d. Commencing July 1, 2022 – 87.55 per call

(10) ALS Routine Supplies

- a. Commencing upon the effective date of this Ordinance - \$130.00 per call (two hour maximum)
- b. Commencing July 1, 2020 – 133.90 per call;
- c. Commencing July 1, 2021 – 136.50 per call;
- d. Commencing July 1, 2022 – 143.00per call

(11)Oxygen and Supplies

- e. Commencing upon the effective date of this Ordinance - \$81.18 per call (two hour maximum)
- f. Commencing July 1, 2020 – 81.98 per call;
- g. Commencing July 1, 2021 – 83.57 per call;
- h. Commencing July 1, 2022 – 87.55 per call

(12)Cardiac Monitoring and Supplies

- a. Commencing upon the effective date of this Ordinance - \$150.00 per call (two hour maximum)
- b. Commencing July 1, 2020 – 160.00 per call;
- c. Commencing July 1, 2021 – 170.00 per call;
- d. Commencing July 1, 2022 – 180.00 per call

(13)Advanced Airway and Supplies or CPAP

- e. Commencing upon the effective date of this Ordinance - \$150.00 per call (two hour maximum)
- f. Commencing July 1, 2020 – 160.00 per call;
- g. Commencing July 1, 2021 – 170.00 per call;
- h. Commencing July 1, 2022 – 180.00 per call

(14)Backboard System and Supplies

- a. Commencing upon the effective date of this Ordinance - \$125.00 per call (two hour maximum)
- b. Commencing July 1, 2020 – 130.00 per call;
- c. Commencing July 1, 2021 – 135.00 per call;
- d. Commencing July 1, 2022 – 140.00 per call

(15) Treat at Scene 1st Aid

- a. Commencing upon the effective date of this Ordinance - \$108.24 per call (two hour maximum)
- b. Commencing July 1, 2020 – 109.30 per call;

- c. Commencing July 1, 2021 – 111.43 per call;
- d. Commencing July 1, 2022 – 116.73 per call

(16) Treat at Scene Medication- Plus Cost of Medicines

- a. Commencing upon the effective date of this Ordinance - \$216.48 per call (two hour maximum)
- b. Commencing July 1, 2020 – 218.61 per call;
- c. Commencing July 1, 2021 – 222.85 per call;
- d. Commencing July 1, 2022 – 233.46 per call

(17) Decontamination of Ambulance

- a. Commencing upon the effective date of this Ordinance - \$70.00 per call (two hour maximum)
- b. Commencing July 1, 2020 – 72.00 per call;
- c. Commencing July 1, 2021 – 74.00 per call;
- d. Commencing July 1, 2022 – 75.00 per call

(18) Special Event Standby- For Profit

- a. Commencing upon the effective date of this Ordinance - \$140.00 per hour (two hour minimum)
- b. Commencing July 1, 2020 – 145.00 per hour
- c. Commencing July 1, 2021 – 150.00 per hour
- d. Commencing July 1, 2022 – 150.00 per hour

(19) Special Event Standby- Nonprofit

- a. Commencing upon the effective date of this Ordinance - \$70.00 per hour (two hour minimum)
- b. Commencing July 1, 2020 – 75.00 per hour;
- c. Commencing July 1, 2021 – 75.00 per hour;
- d. Commencing July 1, 2022 – 75.00 per hour

(20) Ground Mileage BLS, Per

- a. Commencing upon the effective date of this Ordinance - \$21.00 per mile (two hour maximum)
- b. Commencing July 1, 2020 – 22.00 per mile;
- c. Commencing July 1, 2021 – 23.00 per mile;
- d. Commencing July 1, 2022 – 24.00 per mile

(21) Ground Mileage ALS, Per

- e. Commencing upon the effective date of this Ordinance - \$24.00 per call (two hour maximum)
- f. Commencing July 1, 2020 – 24.72 per mile;
- g. Commencing July 1, 2021 – 25.20 per mile;
- h. Commencing July 1, 2022 – 26.40 per mile

(22) Medications

- i. As Needed to Cover Drug Cost Increases

FENTANYL	New	\$2.52
ASPIRIN	New	\$0.30
AMIODRANONE	New	\$16.50
ATROPINE LURE JET	New	\$13.71
ATROPINE SYRINGE	New	\$16.68
EPI 1:1000 PEN	New	\$730.80
EPI 1:1000 AMPLUE	New	\$21.94
EPI 1:10,000 LURE	New	\$10.03
D-50	New	\$16.16
D-25	New	\$15.16
D-10	New	\$10.90
ORAL GLUCOSE	New	\$5.80
SODIUM BICARB 8.4	New	\$13.06
SODIUM BICARB 4.2	New	\$18.99
CALCIUM CHLORIDE	New	\$13.34
LIDOCAINE	New	\$9.40
FUROSEMIDE	New	\$6.21
NITRO TABS	New	\$4.68
NARCAN	New	\$46.87
MORPHINE AMPULE	New	\$4.50
DIAZEPAM	New	\$39.94
VERSED	New	\$4.24
ONDANSETRON VIAL	New	\$6.09
ONDANSETRON TAB	New	\$1.17
PHENERGAN	New	\$3.79
ALBUTEROL	New	\$5.55
IBRTROPIUM	New	\$1.00
BENADRYL	New	\$3.09
DOPAMINE	New	\$23.98
PITOCIN	New	\$9.70
SOLUMEDROLE	New	\$17.98

THIAMINE	New	\$16.39
TXA	New	\$74.38
EPI NOR LEVAPHE	New	\$21.94
LIDOCAINE JELLY	New	\$8.07
ADENOCARD 6MG	New	\$37.47
ADENOCARD 12 MG	New	\$59.98
GLUCAGON	New	\$304.78
GLUCAGEN	New	\$445.28
HALDOL	New	\$10.92
MAGNESIUM SULFATE 1G	New	\$4.78
MAGNESIUM SULFATE 5G	New	\$25.53

Section 2. This Ordinance shall become effective thirty (30) days after its final passage.

Said Ordinance read and put on its passage this 14th day of May, 2019.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

FINALLY PASSED AND ADOPTED this 28th day of May, 2019.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

New Business

RESOLUTION NO. 4247

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO A CONTRACT AMENDMENT WITH THE MONTANA DEPARTMENT OF COMMERCE COAL BOARD.

WHEREAS, the City of Miles City entered into a Montana Department of Commerce Coal Board Contract #MT-CB-PL-19-0831 on May 24, 2018 for assistance with engineering and equipment purchases;

AND WHEREAS, the parties wish to amend said agreement;

NOW THEREFORE BE IT RESOLVED by the City Council of Miles City, Montana, as follows:

1. The “Montana Department of Commerce Coal Board Contract Amendment #MT-CB-PL-19-0831B,” attached hereto as Exhibit “A”, and made a part hereof, is hereby approved and adopted by this Council.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and bind the City of Miles City thereto; and

3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 28TH DAY OF MAY, 2019.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Exhibit A

**MONTANA DEPARTMENT OF COMMERCE
COAL BOARD
CONTRACT AMENDMENT #MT-CB-PL-19-0831B**

This Contract Amendment is entered into by City of Miles City, Montana (the Grantee), and the Montana Coal Board (the Board).

The Grantee and the Board hereby mutually agree to amend Contract #MT-CB-PL-19-0831, executed on May 24, 2018, and contract #MT-CB-PL-19-0831A, executed on December 19, 2018, as follows:

I. Section 10, METHOD OF REIMBURSEMENT, is amended to read as follows:

Section 10. METHOD OF REIMBURSEMENT

- (a) The Board or the Department will not release any Program funds to the Grantee until the Grantee has obtained firm commitments for all other financial resources to be involved in the Project, as defined in Section 6 and Exhibit B. The Grantee may not expend or obligate any Program funds, other than for administrative purposes, until the Board or the Department determines that this condition has been satisfied.
- (b) For the Equipment Purchase: The Grantee will be reimbursed on an actual cost basis for eligible Project costs incurred on or after the date identified in Section 5(b) upon the successful completion of activities set forth in Section 6. All reimbursements must be supported by adequate documentation provided by the Grantee, and require Board or Department approval of the Grantee's request for reimbursement. Unless previously agreed to in writing by the Board or the Department, the Board or the Department will not reimburse Grantee for any costs related to the land acquisition, construction, construction inspection, or contingency line items in Exhibit B until Grantee demonstrates all applicable permits for the project have been obtained as required in Section 4(c). In requesting reimbursement, the Grantee will follow the instructions supplied by the Board and the Department.
- (c) For the Airport Engineering and Design Work: Payment to the Grantee for approved Project activities under this Contract will generally be in accordance with the disbursement schedule listed below:
 - (i) Payment #1 – 50% of the grant award amount will be available after the Department receives a draft of the Project deliverables in accordance with the preliminary conference call. This draft will also serve to document that the Grantee is adequately proceeding toward the preparation of a complete and acceptable final product.
 - (ii) Payment #2 – The remaining 50% of the grant award amount will be available after the Department receives a final copy of all required deliverables to be completed under the Contract, a Project completion report, and the Grantee's final request for funds.

- (d) The Board and the Department will not reimburse the Grantee for any costs incurred prior to the date identified in Section 5(b), any expenses not included in Exhibit B or an approved adjustment thereto, any ineligible expenses as set forth in the Program application or guidelines, or any expenses not adequately supported by the Grantee's records.
- (e) As set forth in Section 17, if the Grantee fails to or is unable to comply with any of the terms and conditions of this Contract any costs incurred will be the Grantee's sole responsibility and the Grantee agrees to repay the Board any funds advanced under the Contract.
- (f) The Department is allowed fifteen (15) working days to process a request for reimbursement once adequate supporting documentation has been received by the Department. The Grantee shall provide banking information before or at the time of Contract execution in order to facilitate electronic funds transfer payments.
- (g) If the Grantee changes one of its sources of funding or the cost of the Project increases after the Grantee has obtained the firm commitment of non-Program funds, the Board or the Department may suspend the distribution of Program funds until the Grantee obtains a firm commitment of funds for the full Project budget.
- (h) The Board or the Department may reduce the Grantee's scope of work or the amount of Program funds provided by this Contract if actual Project expenses are lower than projected by the Grantee in Exhibit B or the Grantee obtains a greater amount of grant funds from other sources than as presented in the Project application.
- (i) If the Board or the Department determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Contract or has breached the terms of this Contract, the Board or the Department may withhold reimbursement to the Grantee until such time as the Department and the Grantee agree on a plan to remedy the deficiency.
- (j) Requests for reimbursement for contracted or subcontracted services must include appropriate documentation demonstrating compliance with contract requirements.
- (k) The Grantee may not use monies provided through this Contract as payment for Project costs that are reimbursed from other sources.

2. Exhibit B – Amended. Exhibit B has been revised. Please refer to amended Exhibit B-I, which supersedes and replaces any previous versions of Exhibit B in its entirety.

3. All other provisions of the Contract remain in full force and effect.

IN WITNESS OF THE TERMS SET OUT ABOVE, the parties hereto have caused this Contract Amendment to be executed.

CITY OF MILES CITY:

5/7/2019

John Hollowell, Mayor

Date

ATTEST:

Lorrie Pearce, City Clerk

APPROVED AS TO FORM:

Dan Rice, Attorney

MONTANA COAL BOARD:

Sidney Fitzpatrick, Vice Chair
Montana Coal Board

Date

EXHIBIT B-I
Budget

ADMINISTRATIVE/ FINANCIAL COSTS	SOURCE: Coal Board	SOURCE: County	SOURCE: FAA	TOTAL:
Other (Bid advertisement, Legal review, Independent fee estimate)	\$ 0	\$ 350.00	\$ 3,150.00	\$ 3,500.00
TOTAL ADMINISTRATIVE/ FINANCIAL COSTS	\$ 0	\$ 350.00	\$ 3,150.00	\$ 3,500.00
ACTIVITY COSTS:				
Snow Removal Equipment Cost	\$ 8,500.00	\$ 0	\$ 76,500.00	\$ 85,000.00
Architectural/Engineering Design	\$ 35,400.00	\$ 2,360.00	\$339,840.00	\$ 377,600.00
TOTAL ACTIVITY COSTS	\$ 43,900.00	\$ 2,360.00	\$416,340.00	\$ 462,600.00
TOTAL PROJECT COSTS	\$ 43,900.00	\$ 2,710.00	\$419,490.00	\$ 466,100.00

RESOLUTION NO. 4248

A RESOLUTION APPROVING THE REQUEST FOR RELEASE OF AIRPORT PROPERTY.

WHEREAS, the City of Miles City and the Miles City Airport Commission desire to request that the FAA release from contractual obligations a certain parcel of City owned property utilized by the airport, as said property is remotely located to the airport;

NOW THEREFORE BE IT RESOLVED by the City Council of Miles City, Montana, as follows:

1. The request for "Release of Airport Property Request," attached hereto as Exhibit "A", and made a part hereof, is hereby approved and adopted by this Council.

2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said request on behalf of the City of Miles City and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 28TH DAY OF MAY, 2019.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Exhibit A

**City of Miles City
PO Box 910 – 17 S 8th Street
Miles City, Montana 59301**

May 13, 2019

Mr. Joe Nye, PE – Project Manager
Federal Aviation Administration
Helena Airports District Office
2725 Skyway Drive – Suite 2
Helena, Montana 59602-1213

Re: Frank Wiley Field (KMLS)
Release of Airport Property Request

Dear Mr. Nye:

The city of Miles City is requesting a release of certain airport property with the intent of discharging and relinquishing the FAA's right to enforce any contractual obligations the Sponsor is currently subject to related to the property. This request has been prepared in accordance with FAA Order 5190.6B FAA Compliance Manual (Chapter 22 – Release from Federal Obligation) which states:

Section 22.1 – Any property, when described as part of an airport in an agreement with the United States or defined by an airport layout plan (ALP) or listed in the Exhibit "A" property map, is considered to be "dedicated" or "obligated" property for airport purposes by the terms of the agreement. If any of the property so dedicated is not needed for present or future airport purposes, and amendment to, or a release from the agreement is required.

Section 22.16 – All land described in a project application and shown on an Exhibit "A" constitutes the airport's federally obligated property. A sponsor is federally obligated to obtain FAA consent to delete an land described and shown on the Exhibit "A."

In support of this request, the following information is provided:

Description of Property to be Released

The property consists of 1.62 acres and is located in the extreme southeast corner of the Airport. The property is identified on the Airport Property Map included as Attachment 1.

Affected Federal Agreements

The parcel was acquired as part of Parcel B (as shown on the Airport Property Map) in 1941 by the city of Miles City. No federal funds have been used for the acquisition of the land or the construction of any improvements associated with the land. Included as Attachment 2 is a copy of the deed filed with the Custer County Clerk and Recorder documenting the acquisition of the land.

Facts and Circumstances that Justify the Request

The existing conditions at Frank Wiley Field support the release for the following reasons:

1. Aeronautical development of the property included in this release request is not viable due to its remote location on the Airport. The parcel is located approximately 4,500-feet south of the end of Runway 31 and 200-feet below the threshold elevation. The land cannot be accessed from any of the Airport's aircraft operation areas.
2. The Airport has sufficient property for future aeronautical development. The Airport Layout Plan was updated in 2015 and no existing or future aeronautical development would be impacted by the proposed release.

Conditions Applicable to this Release

The intent of the Sponsor is to sell the land to the adjacent property owner. In disposing of the land, the Sponsor will assure the following:

1. All proceeds from the sale of the land will be treated as airport revenue and be retained for use by the Airport.
2. The land will not be sold for less than fair market value.

3. The deed transferring the land will include provisions for a continuing right-of-flight over the parcel. These provisions will include but not be limited to the following:
- a. The right to cause any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace, or landing at, or taking off from, or operation at Frank Wiley Field.
 - b. Prohibits the erection of structures or growth of natural objects that would constitute an obstruction of air navigation.
 - c. Prohibits any activity on the land that would interfere with or be a hazard to the flight of aircraft over the land or to and from the airport or that interferes with air navigation and communication facilities serving the airport.
 - d. Necessary height limitations and land-use restrictions in accordance with current (existing and future) FAA criteria as applied to the airport.

We look forward to your approval of our request. Should you have any questions or require additional information, please contact Doug Phair at 409.951.3740 or by email at doug@ramshot.com.

Your consideration of this request is greatly appreciated.

Sincerely,

Miles City Airport Commission



Douglas B. Phair, Chairman

City of Miles City, Montana

John Hollowell, Mayor

136036-MC. SA- MARYGATE DEED-Corporation-Short Trust

WHEREAS BY THESE PRESENTS: That State Land Co., of Miles City, Montana, a corporation, organized and existing under the laws of the State of Montana in consideration of the sum of One and no/100ths Dollars (\$1.00) and other good and valuable considerations, the receipt whereof is hereby admitted, does hereby grant, bargain, sell, convey, warrant and confirm unto City of Miles City, Montana, a municipal corporation, of Miles City, Montana, and to its successors and assigns, FOREVER, the following described real property, situated in the County of Custer, State of Montana, to-wit:

All of the West Half (W¹/₂) of Section Twenty-nine (29) and The East Half of the East Half (E¹/₄E¹/₄) of Section Thirty (30), Township Eight (8) North, Range Forty-seven (47) East, M. P. M., subject to the easement to the Mountain States Telephone and Telegraph Company, recorded in Book Q of Miscellaneous at page 430, records of Custer County, Montana, containing 430 acres, more or less, according to the United States Government Survey thereof.

This is a correction deed to that certain deed dated March 25, 1941, and recorded on March 26, 1941 in Book 63 of Deeds, page 238, of the records in the office of the County Clerk and Recorder of Custer County, Montana.

TOGETHER, with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

And the said GRANTOR hereby covenants that it will forever WAARRANT and DEFEND all right, title, and interest in and to said premises, and the quiet and peaceable possession thereof, unto the said GRANTEE, its successors and assigns, against the acts and deeds of said grantor, and all and every person and persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, said GRANTOR has caused its corporate name to be subscribed and its corporate seal to be affixed, by its proper officers, thereunto duly authorized, on this 25th day of March, A. D. 1941.

WITNESST:

Mary G. Lakin
Secretary.

CORPORATE SEAL

STATE LAND CO.

By W. P. Lakin President.

STATE OF MONTANA,)
: ss.
County of Custer)

On this 2nd day of July, in the year 1941, before me F. E. Burkholder, a Notary Public for the State of Montana, personally appeared W. P. Lakin and Mary G. Lakin (known to me) to be the President and Secretary respectively of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARIAL SEAL

F. E. Burkholder
Notary Public for the State of Montana.
Residing at Miles City, Montana.
My Commission expires Jan. 22, 1944.

NOTE-Acknowledgment should be made by either president or secretary.

Filed for Record July 18, 1941 at 2:45 o'clock P. M.

Fee NONE

CMF

W. E. Flinn, County Clerk & Recorder

COMPARED

136039-

THIS INSTRUMENT, made this 12th day of May in the year of our Lord one thousand nine hundred forty-one BETWEEN FRANK E. KENNEY and BERNADYNE G. KENNEY, his wife, of Detroit, Michigan hereinafter referred to as the Grantor/s and GEORGE KENNEY of Miles City, Montana hereinafter referred to as the Grantee/

Witnesseth, That the said Grantor/s, for and in consideration of the sum of One Dollar and other valuable consideration paid by the said Grantee/, the receipt whereof is hereby confessed and acknowledged, do/ by these presents, grant, bargain, sell, remise, release and forever QUIT-CLAIM unto the said Grantee/, and to the heirs, successors and assigns of the said Grantee/, land situated in the City of Miles City County of



ATTACHMENT 1

TO BE USED AS A COMPLETE DRAWING SET FOR PLANNING PURPOSES ONLY, NOT FOR CONSTRUCTION

CITY OF MILES CITY (OWNER)
FRANK WILEY FIELD
MILES CITY, MONTANA

AIRPORT PROPERTY MAP

DATE: 9/10/10
BY: JAM
SCALE: 1" = 100'

A-14

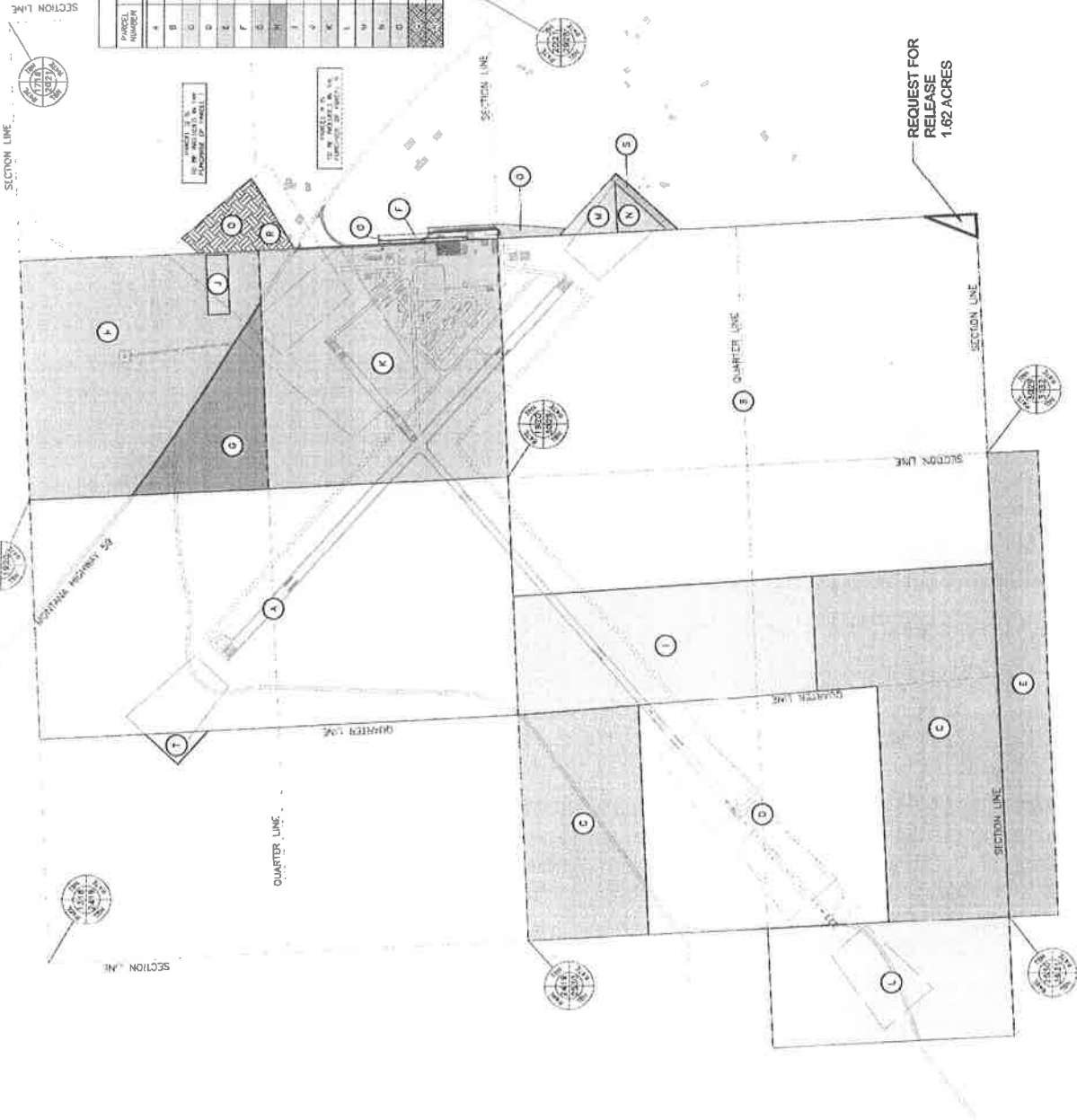


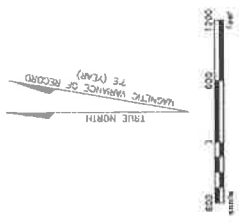
TABLE OF LAND PARCELS - EXISTING

PARCEL NUMBER	AREA (ACRES)	RECEIVED FROM	TYPE OF ACQUISITION	ACQUIRED UNDER FAA PROJECT NO.	DATE OF ACQUISITION	OWNER COUNTY DOCUMENT #
A	230.00	CITY OF MILES CITY	FEE		1987	13807
B	490.00	CITY OF MILES CITY	FEE		1987	13807
C	210.00	CITY OF MILES CITY	FEE		1987	13807
D	150.00	CITY OF MILES CITY	FEE		1987	13807
E	82.07	CITY OF MILES CITY	FEE		1987	13807
F	2.00	CITY OF MILES CITY	FEE		1987	13807
G	34.30	CITY OF MILES CITY	FEE		1987	13807
H	120.84	CITY OF MILES CITY	FEE		1987	13807
I	100.00	CITY OF MILES CITY	FEE		1987	13807
J	3.81	CITY OF MILES CITY	FEE		1987	13807
K	160.00	CITY OF MILES CITY	FEE		1987	13807
L	80.00	CITY OF MILES CITY	FEE		1987	13807
M	4.82	CITY OF MILES CITY	FEE		1987	13807
N	3.37	CITY OF MILES CITY	FEE		1987	13807
O	2.98	POFFEN CONSTRUCTION	FEE		1987	13807
P	9.74	MURPHY BROTHERS INC	AN EASEMENT		1987	13807
Q	3.57	POFFEN CONSTRUCTION	AN EASEMENT		1987	13807

TABLE OF LAND PARCELS - ULTIMATE

PARCEL NUMBER	AREA (ACRES)	RECEIVED FROM	TYPE OF ACQUISITION	DATE OF ACQUISITION
1	1.75	CITY OF MILES CITY	FEE	ULTIMATE
2	2.73	JOHN MOORE	FEE	ULTIMATE

- LEGEND**
- EXISTING EASEMENT ACQUIRED
 - EXISTING PARCEL BOUNDARY
 - ULTIMATE PARCEL BOUNDARY



NOTE: PURPOSE OF THIS DRAWING IS TO PROVIDE INFORMATION FOR ANALYZING THE CURRENT AND FUTURE AERONAUTICAL USE OF LAND ACQUIRED WITH FEDERAL FUNDS. INFORMATION IS FROM PREVIOUS PROPERTY MAPS (1993 BY HKM ASSOCIATES AND 1996 BY GRAHAM, DIETZ & ASSOCIATES) AND RECORDED PLAN # 04659.

REQUEST FOR RELEASE 1.62 ACRES

RESOLUTION NO. 4249

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AGREEMENT WITH WESTERN MUNICIPAL CONSTRUCTION, INC., FOR WATER MAIN, SANITARY SEWER, STORM DRAIN, AND STREET IMPROVEMENTS.

WHEREAS, the City of Miles City, after reviewing and considering bids for the Darling Additional Street and Utilities Rehabilitation Project – Phase 2, desires to enter into an agreement for water main, sanitary sewer, storm drain, and street improvements, with Western Municipal Construction, Inc. in the total amount of \$2,397,713.50;

AND WHEREAS, the City desires to approve an additional 10% change order contingency budget for said project, and to authorize the Mayor to sign change orders in consultation with the Public Utilities Director up to said 10% over the contracted amount;

NOW THEREFORE BE IT RESOLVED by the City Council of Miles City, Montana, as follows:

1. The “Section 00500 Agreement Form” between the City of Miles City and Western Municipal Construction, Inc., in the total amount of \$2,397,713.50, attached hereto as Exhibit “A”, and made a part hereof, is hereby approved and adopted by this Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said Agreement on behalf of the City of Miles City and bind the City of Miles City thereto; and
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as are necessary to carry out the terms of said Agreement and bind the City of Miles City thereto, to include the execution of change order documents up to an aggregate amount of 10% of the contracted amount, in consultation with the Public Utilities Director.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 28TH DAY OF MAY, 2019.

John Hollowell, Mayor

ATTEST:

Lorrie Pearce, City Clerk

Exhibit A

**SECTION 00500
AGREEMENT FORM**

This Agreement is dated as of the _____ day of _____ in the year _____, by and between City of Miles City, hereinafter called "Owner" and Western Municipal Construction, Inc., hereinafter called "Contractor". Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Darling Addition Street and Utilities Rehabilitation – Phase 2
Schedules 1-4: Water Main Improvements, Sanitary Sewer Improvements, Storm Drain Improvements, Street Improvements and related work

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

DARLING ADDITION STREET AND UTILITIES REHABILITATION – PHASE 2

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Kadrmas, Lee and Jackson, Inc. (KLJ), who is hereafter called Engineer and who is to act as Owner's Representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days for Substantial Completion and Final Completion.

A. The Work will be substantially completed within 98 calendar days after the date when the Contract Time commences to run as provided in Paragraph 2.03 of the General Conditions. Final Completion of the Work shall be within 14 calendar days after the date of Substantial Completion.

4.03 Liquidated Damages

Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner One Thousand Five Hundred dollars (\$1,500.00) for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete and One Thousand dollars (\$1,000.00) for each day after the time specified in paragraph 4.02 for Final Completion.

ARTICLE 5 – CONTRACT PRICE

5.01 Contract Payment

- A. Owner shall pay Contractor for completion of the work in accordance with the Contract Documents an amount equal to the sum of the established Unit Price for each separately identified item of Unit Price Work times the quantity of that item that is constructed and accepted. Unit prices are those listed in the Unit Price Schedule of the Bid Form attached as Exhibit A to this Agreement. Estimated quantities used for bidding purposes are not guaranteed. Payment will be for actual quantities as determined by Engineer in accordance with Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the Contract Documents.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments in accordance with Article 14 of the General Conditions on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, once each month during construction as provided below. All progress payments will be on the basis of the progress of the Work completed measured by the number of units of each bid item completed times the bid unit price in the Unit Price Schedule of the Bid Form for that item;
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the work completed but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, in accordance with Paragraph 14.02 of the General Conditions, and less the following retainages.

- a. Owner shall retain five percent (5%) of the amount of the work completed until Final Completion and acceptance of all Work covered by the Contract Documents.
 - b. Owner shall retain five percent (5%) of materials and equipment not incorporated in the Work (but delivered, suitably stored, and accompanied by documentation satisfactory to Owner as provided in Paragraph 14.02 of the General Conditions).
2. Upon Substantial Completion and at Owner's discretion, the amount of retainage may be further reduced if requested by Contractor.

6.03 Final Payment

- A. Upon Final Completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents (including all Addenda) listed in Article 9 and the other related data identified in the Bidding Documents.
 - B. Contractor 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 furnishing of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance and furnishing of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Special Provisions and as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site which has been identified in the Special Provisions as provided in Paragraph 4.06 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
 - E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and

data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor including applying the specific means, methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.

- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor 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 Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (Pages 1 to 8, inclusive);
 - 2. Performance bond (Pages 1 to 3, inclusive);
 - 3. Payment bond (Pages 1 to 3, inclusive);
 - 4. Standard General Conditions (MPWSS);
 - 5. Supplementary Conditions (MPWSS);
 - 6. Special Provisions (Pages 1 to 10, inclusive);
 - 7. Specifications as listed in the table of contents of the Project Manual;

8. Drawings consisting of a cover sheet numbered G1 through L2 with each sheet bearing the following general title: Darling Addition Street and Utilities Rehabilitation - Phase 2;
 9. Addendum Number 1;
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (Pages 1 to 10, inclusive);
 - b. Documentation submitted by Contractor prior to Notice of Award (Pages 1 to [tbd], inclusive);
 - c. Notice of Award
 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed;
 - b. Written Amendments;
 - c. Work Change Directives;
 - d. Change Orders;
 - e. Any Notice of Partial Utilization;
 - f. Notice of Substantial Completion;
 - g. Notice of Final Completion and Acceptance
 12. Certificates of Insurance;
 13. Wage Rates;
 14. Montana Public Works Standard Specifications, Sixth Edition, dated April 2010.
- B. There are no Contract Documents other than those listed above in this Article 9.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to

an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed 3 copies of Agreement. One counterpart has been delivered to Owner, one to Contractor, and one to Engineer. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on _____.

This agreement shall not be effective unless and until concurred by Funding Agency's (if any) designated representative.

OWNER: City of Miles City

CONTRACTOR: Western Municipal Construction, Inc.

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Attest: _____
(Signature)

Attest: _____
(Signature)

Address for giving notices:

Address for giving notices:

Phone: _____

Phone: _____

(CORPORATE SEAL)

(SEAL)

(If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

Contractor Registration No. _____

Agent for service of process

(If CONTRACTOR is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Owner's Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

FAX: _____

Contractor's Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

FAX: _____

AGENCY CONCURRENCE:

As lender or insurer of funds to defray costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content and execution of this Agreement.

By: _____
(Agency Official's Signature)

Title: _____

Date: _____

END OF SECTION

RESOLUTION NO. 4253

A RESOLUTION AUTHORIZING THE CITY OF MILES CITY TO ENTER INTO AN AGREEMENT WITH THE CUSTER COUNTY WATER AND SEWER DISTRICT FOR FLUSHING HYDRANTS IN CALENDAR YEAR 2019.

WHEREAS, The City of Miles City, acting through its Fire Department, has proposed to the Custer County Water and Sewer District to provide hydrant flushing services to the district for 2019 for the sum of Five Thousand seven hundred seventydollars and no/100 (\$5,770.00), as reflected in the proposal attached hereto as Exhibit "A;"

AND WHEREAS, the Custer County Water and Sewer District is agreeable to the City providing such services according to the terms contained in said proposal;

NOW THEREFORE BE IT RESOLVED by the City Council of Miles City, Montana, as follows:

The 2019 Proposal for Hydrant Flushing Services attached hereto as Exhibit "A," and made a part hereof, is hereby approved, and Chief of the Miles City Fire Department is hereby empowered and authorized to carry out the terms of this Agreement on behalf of the City of Miles City.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 28TH DAY OF MAY, 2019.

CITY OF MILES CITY, MONTANA

By: _____
John Hollowell, Mayor

Attest: _____
Lorrie Pearce, City Clerk

CUSTER COUNTY WATER AND
SEWER DISTRICT No. 2

By: _____
President

Attest: _____
Secretary



Miles City Fire Rescue CITY OF MILES CITY

www.milescityfirerescue.com



2800 Main Street
Miles City, MT 59301

Telephone (406) 234-2235
Fax (406) 874-8666

May 20, 2019

2019 Proposal for hydrant flushing services

The City of Miles City Fire Rescue proposes to flush the Water and Sewer District fire hydrants for a fee of \$5,770 with a maximum of 75 hydrants. District will pay all invoices within 30 days of billing by the City. District will pay for all water utilized in the procedure. Services would be provided pursuant to standard hydrant flushing procedures used by MCFR. The district will have risk of breakage or damage to valves or pipes resulting from the flushing process. The City will provide all equipment needed to flush the hydrants.

The service is not guaranteed to be completed based on emergency call volume, any hydrants that are not flushed will be refunded to the Water and Sewer District. Flushing will begin as soon as final approval from the Miles City Council, and if needed can continue into July 31st 2019. As such this offer is contingent upon final approval of the agreement by the Miles City Council.

Sincerely,

A handwritten signature in black ink, appearing to read "Branden Stevens", written over a horizontal line.

Fire Chief

Branden Stevens

RESOLUTION NO. 4254

A RESOLUTION PURSUANT TO §7-6-4006 OF THE MONTANA CODE ANNOTATED, AUTHORIZING AMENDMENT OF FINAL BUDGET FOR FY 2018-2019 TO INCREASE THE BUDGETED AMOUNT IN VARIOUS FUNDS FOR VARIOUS UNBUDGETED REVENUES AND EXPENDITURES.

WHEREAS, the City of Miles City wishes to amend the budget for Fiscal Year 2018-2019 to increased appropriations as a result of several unanticipated revenues and expenditures related to the Miles City Fire Hall, as permitted by §7-6-4006 MCA;

AND WHEREAS, such amendment of the final budget will result in an overall increase in appropriation authority within multiple funds,

AND WHEREAS the provisions of §7-6-4006 MCA require public hearing upon any budget amendment resulting in an overall increase in appropriation authority,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Miles City, Montana as follows:

The appropriations for the Final Budget for Fiscal Year 2018-2019 shall be increased in the following amount:

1. An increase of \$19,099 in revenue in fund No. 4000-383000 (101000) as a result of transferring K9 cash from General Fund
2. Increased appropriations in the amount of \$19,099 in fund No. 1000-002-521000-820 (101000) to fund the purchase of a K9 vehicle;
3. Increased appropriations in the amount of \$6,468.24 in fund No. 1000-007-420460-940(101000) to fund the unanticipated expense of purchasing temporary housing units for the Fire Department;
4. Increase appropriations in the amount of \$35,852.62 in fund No. 4000-501-410100-940 to the fund the unanticipated expense of Bender Park reconstruction;
5. Increase appropriations in the amount of \$35,852.62 in fund No. 1000-002-521000-820 (101000) to fund Bender Park
6. An increase of \$35,852.62 in revenue in fund No. 4000-383000 (101000) as a result of MMIA Insurance coverage for Bender Park
7. An increase of \$38,895.62 in revenue in fund No. 1000-362020 (101000) as a result of MMIA Insurance coverage for Bender Park;
8. An increase of \$41,814 in revenue in fund No. 2821-335041 (101000) as a result of additional funding for HB473-Fuel Tax
9. Increase appropriations in the amount of \$41,814 in fund No. 2821-095-430233-

- 935 (101000) to fund the unanticipated expense for construction
10. An increase of \$2,091 in revenue in fund No. 2821-383000 (101000) as a result of additional funding for HB473-Fuel Tax, a 5% match
 11. Increase appropriations in the amount of \$2,091 in fund No. 2510-107-521000-820 (101000) to fund the unanticipated expense for construction in HB473 Fund
 12. Increase appropriations in the amount of \$8,500 in fund 1000-005-420140-790 to fund the unanticipated expenses of the K9 dog
 13. An increase of \$8,500 in revenues in fund No. 1000-362020 (101080) as a result of additional funding from donations for K9 dog
 14. Increase appropriations in the amount of \$5,000 in fund No. 1000-036-411020-350 (101000) to fund unanticipated expenses for professional services

BE IT FURTHER RESOLVED that a public hearing shall be held on the above proposed amendment to the Final Budget for Fiscal Year 2018-2019 on the 11th day of June, 2019, at 6:00 p.m. in the City Council Chambers at City Hall, Miles City, Montana. The City Clerk shall cause notice of such hearing to be published in the Miles City Star, in accordance with §7-1-4128 MCA, at least 2 times with at least 6 days separating each publication.

SAID RESOLUTION READ AND PUT UPON ITS FINAL PASSAGE THIS 28TH DAY OF MAY, 2019.

JOHN HOLLOWELL, Mayor

ATTEST:

Lorrie Pearce, City Clerk

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 11TH DAY OF JUNE, 2019.

JOHN HOLLOWELL, Mayor

ATTEST:

Lorrie Pearce, City Clerk