



REVISED

Item: Funding Application - Central Montana Agricultural and Technology Park Tax Increment Financing Industrial District (CMATP TIFID) - Great Bear Subdivision infrastructure improvements

From: Galen Amy, Planner II, Planning and Community Development

Initiated By: Joe Stanek, Dali LLC

Presented By: Craig Raymond, Director of Planning and Community Development

Action Requested: Approve reimbursement from CMATP TIFID for eligible development expenses

Suggested Motion:

1. Commissioner moves:

“I move the City Commission (approve/~~deny~~not approve) the Development Agreement, and (approve/deny) that the City reimburse the Developer for the costs of the Infrastructure Improvements (as defined in the Development Agreement) in an amount equal to 50% of the actual cost of the Infrastructure Improvements, provided that such reimbursement amount shall not exceed \$191,653 in the aggregate.”

2. Mayor calls for a second, discussion, public comment, and calls the vote.

Recommendation: At the conclusion of the regularly scheduled meeting on April 28, 2015, the Planning Advisory Board recommended that the City Commission approve the proposed project and associated funding from the Central Montana Agricultural and Technology Park Tax Increment Financing Industrial District (CMATP TIFID). Staff also recommends approval of the proposed CMATP TIFID funding request.

TIF Request:

Joe Stanek of Dali LLC has requested that TIF funds be used to construct the dedicated public right-of-way, Innovation Street, including paving, curb and gutter, as well as required boulevard landscaping and irrigation. The water main will be extended the length of Innovation Street, and gas, electric, and fiber optic lines will be extended along Innovation Street and the north side of Great Bear Avenue.

When this project is completed all 12 lots in the Great Bear Subdivision No. 2 - Phase I & II will have all the necessary infrastructure and services available for new development, increasing their marketability. These lots can fulfill the needs of small industrial businesses, such as contractor yards, and Dali LLC anticipates the creation of 36-60 permanent jobs.

Eligible Public Improvements

Innovation Street (curb, gutter, asphalt)	\$296,792
Natural gas installation	\$ 21,999
3 Phase power	\$ 54,652
Fiber optic	\$ 8,000
ROW landscaping	\$ 20,000
Engineering	<u>\$ 25,000</u>
TOTAL ELIGIBLE ACTIVITIES	\$426,443

The TIF Application attached as Exhibit D shows the applicant’s project financing and includes preliminary construction drawings. Prior to construction, the applicant will be required to submit updated construction drawings to be reviewed and approved by the Public Works Department. It is also standard City policy that sidewalks go in at the time the lots are developed.

Montana Code Annotated (MCA) Regulations

Creation and administration of TIF Districts is governed by Montana State Urban Renewal statutes (Title 7, Chapter 15, Parts 42 and 43, MCA). The excerpted sections of MCA that authorize the requested TIF expenditures are underlined below:

7-15-4288. Costs that may be paid by tax increment financing. The tax increments may be used by the municipality to pay the following costs of or incurred in connection with an urban renewal project, industrial infrastructure development project, technology infrastructure development project, or aerospace transportation and technology infrastructure development project:

(4) the acquisition, construction, and improvement of infrastructure, industrial infrastructure, technology infrastructure, or aerospace transportation and technology infrastructure that includes streets, roads, curbs, gutters, sidewalks, pedestrian malls, alleys, parking lots and offstreet parking facilities, sewers, sewer lines, sewage treatment facilities, storm sewers, waterlines, waterways, water treatment facilities, natural gas lines, electrical lines, telecommunications lines, rail lines, rail spurs, bridges, spaceports for reusable launch vehicles with associated runways and launch, recovery, fuel manufacturing, and cargo holding facilities, publicly owned buildings, and any public improvements authorized by Title 7, chapter 12, parts 41 through 45; Title 7, chapter 13, parts 42 and 43; and Title 7, chapter 14, part 47, and items of personal property to be used in connection with improvements for which the foregoing costs may be incurred;

In conformance with State regulations, in 2013 the City adopted the Central Montana Agriculture and Technology Park Comprehensive Development Plan (Plan) which provides the considerations and goals for the CMATP TIFID in relation to the community, as well as outlining a general process for identifying projects for expenditure of TIF funds. The main

considerations behind these goals are as follows: 1) the overall economic development goal is to establish and expand those sectors of the economy that will employ people in high-paying jobs, support families, and enhance the community; 2) the City will continue to direct industrial development to specific locations on the urban fringe to protect and enhance the pristine environment along the river and the City's residential neighborhoods; and 3) the City of Great Falls is surrounded by prime agricultural land capable of producing large quantities of consistently high quality grains and livestock, critical to the area's economic base.

Based on these critical considerations, the goals of the Central Montana Agriculture and Technology Park Tax Increment Financing Industrial District are:

- To foster economic vitality in the City of Great Falls and increase employment opportunities through infrastructure development in support of secondary value-adding industry
- To provide support for industries that preserve the quality of life for all residents
- To help assure that industrial development activities reflect the City of Great Falls' commitment to the stewardship of its agricultural and natural resources including the Missouri River Corridor and associated restoration, interpretive, recreation and conservation programs currently underway
- To encourage secondary, value adding industries that take advantage of the area's vast agricultural resources
- To facilitate the investment in a site suitable for industrial development based on its proximity to both rail and highway transportation infrastructure

City of Great Falls Review Criteria

In order to approve TIF participation requests, they must be determined to meet the criteria recommended in the Plan, as well as be determined eligible for TIF participation in accordance with the MCA guidelines presented in the previous section. To aid in this determination, the City of Great Falls' Tax Increment Application Process established twelve specific criteria to assess the merits of the project in relation to the Plan.

Those criteria are:

1. Public Infrastructure Improvements - Public infrastructure improvements have the benefit of improving and impacting an entire district. Each district may have its own Capital Improvement Plan, which may include things such as roadway improvements, storm drains, sewer and waterlines, railroads, etc.
2. Economic Stimulus - The amount of economic activity to be generated within the district through the development is assessed, as well as the leverage ratio of public to private investment. In general, the maximum limit of any one development is 10% of the construction/rehabilitation costs, exclusive of acquisition costs. Projects clearly demonstrating extraordinary benefit to Districts or the community may, at the discretion of the City Commission, receive additional TIF assistance for eligible items. All applications should contain credible, measurable information substantiating the project's economic stimulus in the District and the community.
3. Tax Generation - The increase in taxable value due to the new district development, including construction/rehabilitation, as estimated by the County Assessor's office to determine tax increment generation.
4. Employment Generation - Total employment generated by the district development as assessed in terms of new permanent and part-time jobs, and construction jobs.
5. Elimination of Blight (applies to Urban Renewal Districts) - The development's direct and

indirect impact on the physical and fiscal deterioration within the appropriate district and the community, as identified in the appropriate district plan.

6. Special or Unique Opportunities - The extent to which the district's development represents a unique opportunity, meets a special need, or addresses specific district or community goals. The restoration of a historic property or the provision of an unmet community need is an example of special and unique opportunities.
7. Impact Assessment - The extent of both positive and negative environmental impacts, appropriateness of the development's project design, and impact on existing businesses or residents.
8. Financial Assistance - Other forms of financing available to the Applicant. Lender participation, industrial development revenue bonds, and state and federal grant monies, for example, are examined to assess the need for TIF assistance.
9. Development Feasibility - A determination of feasibility is made based on the strength of the Applicant's demonstration of market demand for the development in the district as contained primarily on the pro forma and financing commitments.
10. Developer Ability to Perform - An assessment of the Applicant's capability to undertake the relative complexities of the development based on past performance on similar projects.
11. Timely Completion - The feasibility of completing the development according to the Applicant's development schedule.
12. Payment of Taxes - All property taxes, special improvement district assessments and other assessments on the project property must be paid to date.

Determination of Appropriateness

The requested improvements are eligible for TIF funding according to Montana Code Annotated (MCA) guidance. Further, they contribute to the majority of the twelve criteria listed in the City's Tax Increment Application Process. Below are some of the primary areas to which the project contributes.

Public Infrastructure Improvements - The proposed project will benefit 12 lots in the TIFID that are currently lacking multiple public infrastructure improvements.

Tax Generation - Infrastructure improvements and construction of the roadway will increase the taxable value of the lots being served by the improvements. In addition, this project makes the subject lots more marketable and shovel ready for new development in the near future, which will also increase the City's tax base once they are developed and the TIFID sunsets.

Financial Assistance - The applicant has other forms of financing available. See application.

Timely Completion - The applicant is proposing this spring, 2015, to start construction. The Development Agreement has already been agreed upon, so it seems feasible that moving forward with the development process, after review of this TIF application and completion of the proposed improvements, would occur in a timely manner.

The Development Agreement also covers assurances related to the developer's ability to perform.

Concurrences: Representatives from the City Planning & Community Development Department, City Fiscal Services, City Administration and City Public Works Department concur in the TIF funding request.

Fiscal Impact: There is adequate funding in the subject TIFID available to fund the request, and additional funds will be available by July 1, 2015 for future TIF funded projects. The following overview of available funding has been provided by the City Fiscal Services Department:

Fund Balance	\$237,619	May 2015
Additional Funding	\$133,297	Projected June 2015

Staff determines the work is eligible and appropriate, and the level of funding recommended for this application reflects the need to maintain a reserve in the TIFID in order to fund previously identified future infrastructure improvements, including, but not limited to, storm water management, which will benefit multiple properties in the CMATP.

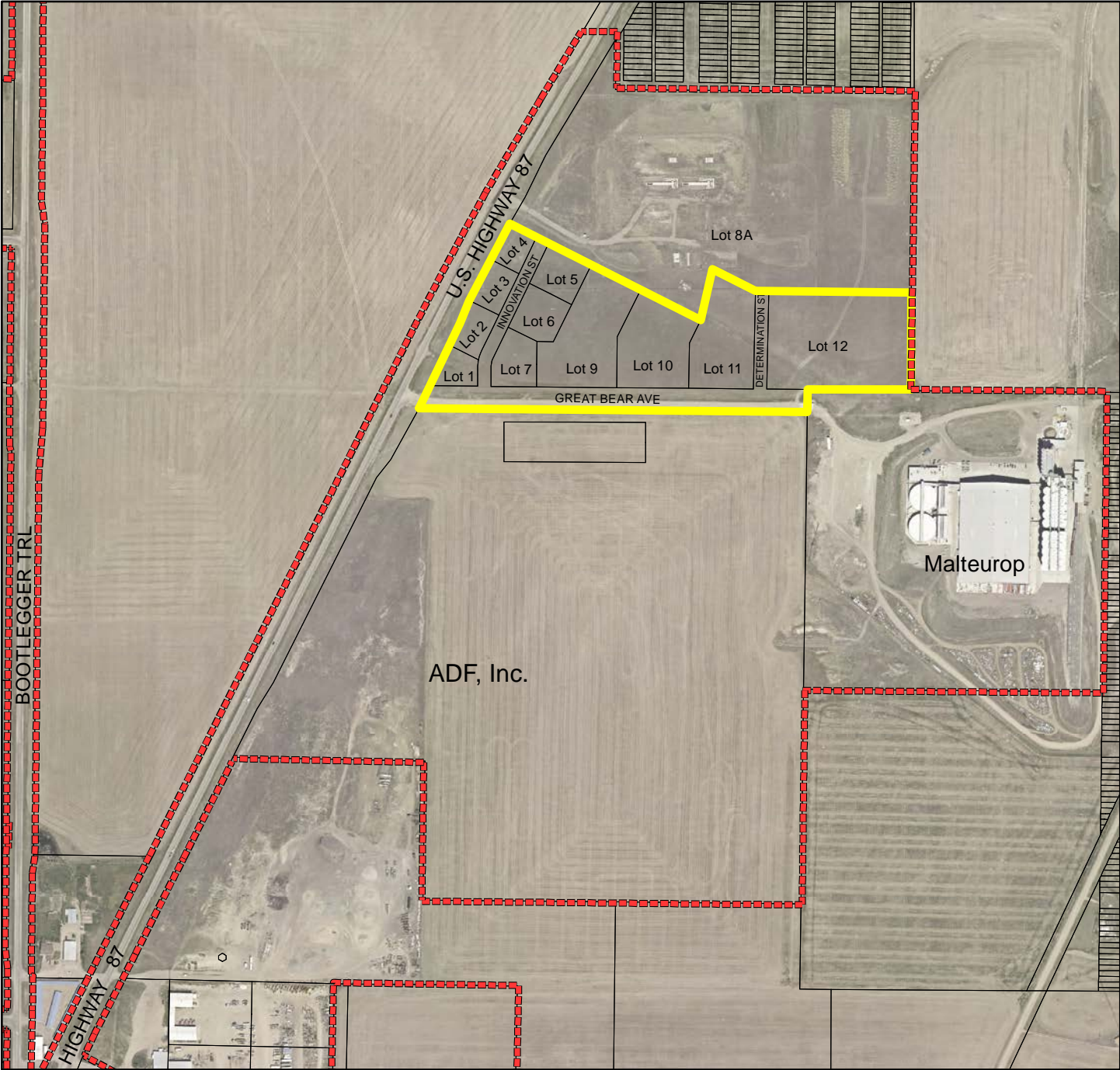
Therefore, it is recommended that the City reimburse the Developer for costs of the Infrastructure Improvements (as defined in the Development Agreement) in an amount equal to 50% of the actual cost of the Infrastructure Improvements, provided that such reimbursement amount shall not exceed \$191,653 in the aggregate.

Alternatives: The City Commission could vote to not approve the CMATP TIFID expenditures or approve a lesser amount.

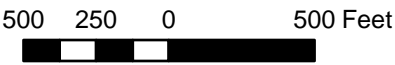
Attachments: CMATP TIFID Boundary Map
Aerial Map
Development Agreement
Exhibit A - Application
Exhibit B - Developer Requisition Form

Cc: Jim Rearden, Public Works Director
Dave Dobbs, City Engineer
Melissa Kinzler, Fiscal Services Director
Jennifer Reichelt, Deputy City Manager
Joe Stanek, Dali LLC, joestanek@westernamericanretail.com
John Juras, TD&H Engineering, John.Juras@tdhengineering.com

Aerial Map



- City Limits
- Area for requested TIF funded improvements
- Tracts of Land



Central Montana Agricultural & Technology Park
Tax Increment Financing Industrial District Application

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is dated as of [____], 2015, among the CITY OF GREAT FALLS, a municipal corporation of the State of Montana (the “City”) and DALI, LLC, a Washington limited liability company, licensed to do business in the State of Montana (the “Developer”).

WITNESSETH:

WHEREAS, under the provisions of the Montana Code Annotated, Title 7, Chapter 15, Parts 42 and 43, as amended (the “Act”), an industrial district may be established so that an issuer of bonds may undertake industrial infrastructure projects therein, provide for the segregation and collection of tax increment with respect to taxes collected in such district, issue its bonds to pay the costs of such projects or redeem such bonds that paid the costs of such projects, and pledge to the repayment of the bonds all or a portion of the tax increment derived from the industrial district; and

WHEREAS, the City Commission, pursuant to Ordinance No. 2911, duly adopted on May 17, 2005, as amended and supplemented by Ordinance No. 3106, duly adopted on May 7, 2013 (as such may be further amended or supplemented in accordance with the Act, the “Ordinance”), created an industrial district known as the Central Montana Agriculture and Technology Park Tax Increment Financing Industrial District (the “District”) and adopted the Central Montana Agricultural and Technology Park Expanded Tax Increment Financing Industrial District Plan (the “Plan”) containing a tax increment financing provision; and

WHEREAS, the Developer plans to develop twelve lots in the District for industrial use, known as Great Bear Subdivision No. 2 - Phase I & II (the “Project”), as further described in an Amended Application for City of Great Falls Tax Increment Financing (TIF) Application for Funds dated [____], 2015 and attached hereto as Exhibit A (the “Application”); and

WHEREAS, in connection with the Project, the Developer has requested tax increment financing assistance with respect to certain infrastructure improvements associated with the Project, consisting of the design, construction and installation of road, natural gas, water main, electrical, fiber optic, landscaping and irrigation improvements, as further described in the Application (the “Infrastructure Improvements”); and

WHEREAS, the City has determined that it is appropriate to reimburse the Developer for a portion of the costs of the Infrastructure Improvements with tax increment (as defined in the Act) of the District, subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, the City and the Developer, each in consideration of the

representations, covenants and agreements of the other, as set forth herein, mutually represent, covenant and agree as follows:

Section 1. Developer's Representations. The Developer hereby represents as follows:

(a) The representations and warranties of the Developer in the Application are true and correct as of the date hereof, including with respect to the total investment to be made by the Developer with respect to the Project and the Infrastructure Improvements.

(b) The Developer has good and marketable title to the land upon which the Project shall be developed (the "Project Site").

(c) The Developer has the financial capability or commitments to complete the Project and the Infrastructure Improvements.

Section 2. Developer's Undertakings.

2.1. Construction and Maintenance of Project. The Developer hereby agrees and commits to the City that it will diligently undertake the Project in accordance with this Agreement, the site plan submitted to the City and all applicable federal, State and local laws, rules, regulations, ordinances and plans relating to or governing the development or use of the Project, including applicable Land Use Regulations and Environmental Laws and Regulations (each, as defined in Section 5.2 hereof). In furtherance of the purpose of the District, the Developer will actively seek permitted I-2 users and also the growth and retention of Secondary Industries (as defined in Section 5.2 hereof) at the Project Site.

2.2. Construction of the Infrastructure Improvements. The Developer will install, construct or otherwise provide the Infrastructure Improvements in accordance with all applicable federal, State and local laws, rules, regulations, ordinances and plans relating to or governing the Infrastructure Improvements, including applicable Land Use Regulations and Environmental Laws and Regulations. The Developer acknowledges and agrees that the City is not responsible for installing, constructing or otherwise providing the Infrastructure Improvements. The Developer agrees to pay all costs of the Infrastructure Improvements. The Developer understands that the City is obligated to follow certain laws with respect to the expenditure of public funds, which includes tax increment (as defined in the Act) of the District. The Developer agrees that in the awarding of contracts or subcontracts for the Infrastructure Improvements that (i) it will, and it will cause its contractor to, competitively bid contracts and subcontracts for each component of the Infrastructure Improvements, (ii) its contractor and subcontractors will pay the Prevailing Wage Rates (as defined in Section 5.2 hereof) on such contracts or subcontracts related to the Infrastructure Improvements and (iii) it will, and it will cause its contractor to, give preference to the employment of bona fide residents of the State, as required by §18-2-403, MCA, and as such, term is defined by §18-2-401(1), MCA, and the Administrative Rules of the

State, including but not limited to A.R.M. 24.17.147, obliging Developer and its contractor to hire 50% bona fide Montana residents with respect to the installation and construction of the Infrastructure Improvements; and (iv) when making assignments of work, it will, and it will cause its contractor to, use workers both skilled in their trade and specialized in their field of work for all work to which they are assigned. The Developer will provide to the City all documentation requested to verify the compliance of the Developer, contractors and subcontractors with the foregoing requirements. Failure of contractors and subcontractors to pay the Prevailing Wage Rates on the Infrastructure Improvements shall be considered a breach of this Agreement and the City shall be entitled to exercise any and all measures to assure compliance and retroactive compensation plus interest to employees not paid in accordance with this Agreement, and recovery of any penalty or fine assessed by the State attributed to any failure to pay the Prevailing Wage Rates. Additionally, the Developer acknowledges that a violation of these requirements shall result the City not being able to pay or reimburse the Developer for costs of the Infrastructure Improvements. The City acknowledges that NorthWestern Energy and Energy West are the sole source providers with respect to the natural gas and NorthWestern Energy is the sole source provider for electrical improvements comprising the Infrastructure Improvements.

2.3. Utilities. The Developer shall not interfere with, or construct any improvements over, any public street or utility easement without the prior written approval of the City. The City will use commercially reasonable efforts to provide such written approval within 15 days following the request of the Developer; provided that the Developer acknowledges that additional approvals may be required by the relevant utility companies which the City does not control. All connections to public utility lines and facilities shall be subject to approval of the City and any private utility company involved. The Developer at its own expense shall replace any public facilities or utilities damaged during the Project or the Infrastructure Improvements by the Developer, its agents or by others acting on behalf of or under the direction or control of the Developer and in accordance with all applicable federal, State and local laws, rules, regulations, ordinances and plans relating to such public facilities and/or utilities.

2.4. Easements. To the extent that the Infrastructure Improvements are to be located on the private property, the Developer will grant to the City from time to time such easements, rights-of-way and similar licenses the City may reasonably request.

2.5. Permits; Environmental Laws. The Developer will obtain or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet all requirements of all local, State and federal laws, rules and regulations which must be obtained or met in connection with the acquisition and construction of the Project and the Infrastructure Improvements. Without limiting the foregoing, the Developer will request and obtain, or caused to be requested and obtained, from the City or other appropriate governmental authority all necessary variances, conditional use permits and zoning changes with respect to the Project and the Infrastructure Improvements. The Developer will comply in all material respects with all

Environmental Laws and Regulations (as hereinafter defined) applicable to the construction, acquisition and operation of the Project and the Infrastructure Improvements, will obtain any and all necessary environmental reviews, licenses or clearances under, and will comply in all material respects with, Environmental Laws and Regulations.

2.6. Nondiscrimination. The Developer agrees that all hiring by the Developer and its contractor of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by State and/or federal law.

Section 3. Reimbursement.

3.1. Reimbursement Obligation. Subject to the provisions of this Section 3, the City will reimburse the Developer for costs of the Infrastructure Improvements in an amount equal to the 50% of the actual cost of the Infrastructure Improvements; provided that such reimbursement amount shall not exceed \$191,653 in the aggregate. The obligation of the City to reimburse the Developer for costs of the Infrastructure Improvements will not arise until (i) the completion of the Project, including delivery to the Developer by the City Public Works Department of a letter stating that the Project has been completed and (ii) the completion and acceptance by the City of the Infrastructure Improvements and the approval by the City of the costs thereof pursuant to Section 3.2 hereof. The City's obligation to reimburse the Developer for costs of the Infrastructure Improvements will be payable solely from tax increment (as defined in the Act) of the District. Notwithstanding anything herein to the contrary, if the Developer's conditions to reimbursement set forth in this Section 3.1 and Section 3.2 hereof are not satisfied by December 31, 2016, the City shall have no obligation to reimburse the Developer for costs of the Infrastructure Improvements. Nothing in this Agreement shall prevent the Developer from applying for additional tax increment funds pursuant to one or more additional applications submitted to the City.

3.2. Reimbursement Limitations and Conditions. Reimbursement for costs of the Infrastructure Improvements will be based on actual paid invoices for incurred costs provided by the Developer. The City may reject any invoice amounts to the extent not related to Infrastructure Improvements. Notwithstanding Section 3.1, the parties agree that the City will not be required to reimburse the Developer for the Infrastructure Improvements unless:

(a) all of the representations of the Developer as set forth in Section 1 hereof are true and correct;

(b) the Developer is not in breach of any covenant or undertaking as set forth in Section 2 hereof as of the time of such reimbursement; and

(c) a certificate signed by Developer in substantially the form attached as Exhibit B hereto shall accompany any invoices or requests for reimbursement by the City (the “**Developer Requisition Form**”).

Within 30 days of receipt from Developer of a Developer Requisition Form, the City shall issue a check payable to Developer in the amount thereby requested pursuant to the terms and conditions of this Agreement or shall otherwise communicate with Developer regarding the remaining conditions to reimbursement set forth in Section 3.1 hereof and this Section 3.2 to be satisfied by Developer prior to such check being issued.

Section 4. Release and Indemnification.

(a) The Developer releases the City and the Commission members, officers, agents, servants and employees thereof (the “**Indemnified Parties**”) from, and covenants and agrees that the Indemnified Parties shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person arising out of or resulting from the construction, installation, operation, ownership or maintenance of the Project by the Developer or which is proximately caused by the Developer; provided that the indemnity shall not apply if and to the extent such loss or damage is caused by the gross negligence or willful misconduct of the City, its agents or employees.

(b) The Developer agrees to protect, indemnify and defend the Indemnified Parties and further agrees to hold the Indemnified Parties harmless from and against, any loss, damage, cost (including reasonable attorneys’ fees), claim, demand, suit, action or other proceeding whatsoever initiated by any Person whatsoever and arising or purportedly arising out of (i) violation by the Developer or any owner or tenant of a lot in the Project Site of any agreement or condition of this Agreement, (ii) the acquisition, construction, installation, ownership, maintenance and operation by the Developer or any owner or tenant of a lot in the Project Site, or (iii) from the presence on any portion of the Project Site, of any dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any federal, State or local law, statute, code, ordinance, regulation, requirement or rule relating thereto, and also including ureaformaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the owner of the Project Site to any damages, penalties, liabilities or expense of clean up under any applicable Environmental Laws and Regulations.

(c) The Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Developer, any owner or tenant of a lot in the Project Site or their respective officers, agents, servants or employees or any other person; provided that the such damage or injury is not caused by the gross negligence or willful misconduct of the City, its agents or employees.

Section 5. General Provisions.

5.1. Notices. All notices, certificates or other communications required to be given to the City or the Developer hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in certified form with postage fully prepaid and addressed as follows or, solely with respect to the Developer, sent to the email address below:

If to the City: City of Great Falls
P.O. Box 5021
Great Falls, Montana 59403
Attn: Fiscal Services Director

If to the Developer: Dali, LLC
c/o Joe Stanek and Linda Stanek
P.O. Box 443
Holualoa, HI 96725
Email: joestanek@westernamericanretail.com and
lindastanek9@aol.com

The City and the Developer, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications should be sent.

5.2. Defined Terms. As used in this Agreement, the following terms shall have the following respective meanings:

“Environmental Laws and Regulations” means and includes the Federal Comprehensive Environmental Compensation Response and Liability Act (“CERCLA” or the “Federal Superfund Act”) as amended by the Superfund Amendments and Reauthorization Act of 1986 (“SARA”), 42 U.S.C. §§ 9601 et seq.; the Federal Resource Conservation and Recovery Act of 1976 (“RCRA”), 42 U.S.C. §§ 6901 et seq.; the Clean Water Act, 33 U.S.C. § 1321 et seq.; and the Clean Air Act, 42 U.S.C. §§ 7401 et seq., all as the same may be from time to time amended, and any other federal, State, county, municipal, local or other statute, code, law, ordinance, regulation, requirement or rule which may relate to or deal with human health or the environment including without limitation all regulations promulgated by a regulatory body pursuant to any such statute, code, law or ordinance.

“Land Use Regulations” means all federal, State and local laws, rules, regulations, ordinances and plans relating to or governing the development or use of the Project Site or the Project.

“Prevailing Wage Rates” means the Montana Prevailing Wage Rate for public works

projects as published from time to time by and available from the Montana Department of Labor and Industry, Research and Analysis Bureau, P.O. Box 1728, Helena, Montana 59624, telephone number (800) 541-3904.

“**Secondary Industries**” means those industries that use mechanical or chemical processes to transform materials or substances into new products in the manner defined as manufacturing in the North American Industry Classification System Manual.

“**State**” means the State of Montana.

5.3. Assignment. This Agreement is unique between the City and the Developer and no party may assign any rights or privileges or delegate any duties or obligations under this Agreement without first obtaining the written consent of the other parties.

5.4. Binding Effect. The right and obligations set forth in this Agreement shall inure to the benefit of and shall be binding upon the City and the Developer and their respective successors and assigns.

5.5. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

5.6. Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified only by written amendment authorized and executed by the City and the Developer.

5.7. Governing Law. This agreement and the legal relations between the parties hereto will be governed by and construed in accordance with the laws of the State, without giving effect to any choice of law statutes, rules, or principles.

5.8. Execution Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

5.9. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope of intent of any provisions or Sections of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the ____ day of _____, 2015.

CITY OF GREAT FALLS, MONTANA

[SEAL]

By _____
Gregory T. Doyon, City Manager

Attest:

Lisa Kunz, City Clerk

APPROVED FOR LEGAL CONTENT:

Sara Sexe, City Attorney

STATE OF MONTANA)
 : ss.
County of Cascade)

This instrument was acknowledged before me on _____, 20__ by Gregory T. Doyon, Lisa Kunz and Sara Sexe, as the City Manager, City Clerk and City Attorney of the City of Great Falls, Montana, respectively.

(Notarial Seal)

Printed Name: _____
Notary Public for the State of Montana
Residing at _____, Montana
My Commission Expires: _____

DALI, LLC *Dali LLC*

Dali LLC
Name: *S Joe Stanek*
Title: *Manager*

STATE OF SOUTH CAROLINA)

: ss.

County Of Horry

This instrument was acknowledged before me on *March 30*, 20*15* by
S. Joe Stanek of Dali, LLC, on behalf of said limited liability company.

Teresa W. Walls
Printed Name: *Teresa W. Walls*
Notary Public for the State of
South Carolina
Residing at *N. Myrtle Beach, Horry County*
South Carolina
My Commission Expires: *08.04.19*

(Notarial Seal)

EXHIBIT A
APPLICATION

EXHIBIT B

DEVELOPER REQUISITION FORM

TO: City of Great Falls, Montana (the "City")
FROM: Dali, LLC (the "Developer")
SUBJECT: Reimbursements for Infrastructure Improvements

This represents Developer Requisition No. _____ in the total amount of \$ _____ for payment of the Infrastructure Improvements.

The undersigned, as Authorized Developer Representative, intends that this certificate will satisfy the requirements of Section 3 of the Development Agreement, dated as of [____], 2015 among the City and the Developer, and does hereby certify on behalf of the Developer that:

(a) the expenditures for which reimbursement is requested are listed in summary form in the attached schedule;

(b) the amounts requested have been paid by the Developer for property or to contractors, subcontractors, materialmen, engineers, architects or other persons who will perform or have performed necessary or appropriate services or will supply or have supplied necessary or appropriate materials for the acquisition, construction, renovation, equipping and installation of the Infrastructure Improvements, as the case may be, and that, to the best of my knowledge, the fair value of such property, services, or materials is not exceeded by the amounts requested to be paid;

(c) the cost of work to be reimbursed has been competitively bid and the contractor or subcontractor has paid the Montana prevailing wage for such work;

(d) no part of the several amounts requested to be reimbursed, as stated in such certificate, has been or is the basis for the reimbursement of any money in any previous or pending request; and

(e) the reimbursement of the amounts requested will not result in a breach of any of the covenants of the Developer contained in the Agreement.

Dated: _____, 20__

DALI, LLC

By: _____
Authorized Developer Representative

Schedule to Developer Requisition No. _____

Payee

Purpose

Amount

CITY OF GREAT FALLS



TAX INCREMENT
FINANCING (TIF)

APPLICATION FOR FUNDS

AMENDED APPLICATION FOR
CITY OF GREAT FALLS
TAX INCREMENT
FINANCING (TIF)
APPLICATION FOR FUNDS

Project Name: Innovation Street Improvements

Date Submitted: November 18, 2014

Name of TIF District: Central Montana Ag-Tech Park District

APPLICANT INFORMATION

Name: Dali LLC,

c/o Joe Stanek and Linda Stanek

Address: PO Box 443, Holualoa, HI 96725

joestanek@westemamericanretail.com Telephone: 1-808-756-0901

DEVELOPMENT INFORMATION

1. ***Building Lot Address:*** 4400, 4404, 4500, 4504, 4401, 4501 4505 Innovation Street together with Lots 9,10,11 and 12 of Great Bear Avenue (Legal common addresses are being assigned to Lots 9-12 along Great Bear Ave. (See attached plat map)
2. ***Legal:*** Lots 1-7, Phase 2 Part 1 of the Great Bear Subdivision. All lots have been legally created (See attached). Innovation Street is defined in the attached TD and H Engineering Plans and part of the City Street System inside the TIF District.
3. ***Description:*** Flat, Vacant Land north of the new ADF Plant. Zoned inside the City as I-2 Heavy Industrial. Formerly the Montgomery Energy/NW Energy Formerly Lots 4 & 5, Block 1, of the International Malting Company, LLC Addition, located in Section 30, T21N, R4E, P.M.M., Cascade County, MT.
4. ***Ownership:*** Dali, LLC is the owner of the lots adjacent to Innovation Street which is owned by the City and is unimproved. The street right-of-way for Innovation is 60 feet wide.

5. Proposed Businesses: Small specialty industrial and agricultural businesses that serve specific needs and services.

6. Employment/New Permanent Jobs Created by Project: Such businesses employ 3-5 employees, on average, and with 12 Lots, DALI anticipates the permanent creation of 36 – 60 permanent jobs.

7. Engineering Firm Employed:

TD and H Engineers, Great Falls, MT

Construction:

Central Excavation

8. Description of Total Development

The Great Bear Innovation Street project, Lots 1-7, together with the newly subdivided Lots 8-12 along Great Bear Avenue, are developed primarily for the small industrial business owner who will employ 3-5 people, on average. This hopefully will fulfill the need for small contractor yards in the Great Falls community. Presently there is a substantial shortage of these 1-2 Industrial lots in the market.

All 12 lots have been fully sub-divided and all land needed by the City has been dedicated. The project lies within the Central Montana Ag Tech Park and is part of the Tax Increment District.

9. Construction Plans See attached plans and specs

The street, Innovation, has been fully engineered by TD and H with those plans and specifications approved and accepted by Public Works. The project is ready for construction. The sewer line and a portion of the power has been designed and installed and paid for by DALI.

10. Development Schedule

Spring, 2015

11. Amount of Public Infrastructure Need and Proportion of Infrastructure Financed by TIF?

\$383,306 See Eligible Funds and Project Financing Pages

ELIGIBLE ACTIVITIES

Land Acquisition: Completed and Donated by Owner

Demolition and Removal of Structures None Required

Relocation of Occupants: None Required

Eligible Public Improvements

Innovation Street Improvements (See attached plans and specs.)	\$296,792
Natural Gas Installation (See attached NW gas bid)	\$ 21,999
3 Phase Power NW Energy (see attached bid)	\$ 54,652
Fiber Optic by 3 Rivers (estimated)	\$ 8,000
Landscaping Right-Of-Way	\$20,000
Engineering (estimated)	\$25,000
<i>TOTAL ELIGIBLE ACTIVITIES</i>	<i>\$ 426,443</i>

See MCA 7-15-4208

Value of Land and Site Improvements Presently:

1. Value of Land:	
Current Taxable Value	\$400,000
2. Innovation Street	\$277,509
(See itemized bid attached Bid by Central)	
3. Sewer	\$ 77,000
(Paid by Owner)	
4. Natural Gas	\$ 0
5. Power Lots 9-12	\$ 30,000
(Paid by Owner)	
6. Engineering	\$25,000
(Paid by Owner)	
<i>Total of Value of Land</i>	<i>\$805,509</i>

PROJECT FINANCING

Developer Contribution

Land	\$400,000
Engineering	\$ 25,000
Land Donated for Right-of-Ways	\$ 95,000
(Includes :	
Great Bear Ave 100 foot ROW	
Innovation Street 60 foot ROW	
Determination Street 60 foot ROW)	
Landscaping	\$ 3000
NW Energy Power Installation	
(Installed into Lots 9 -12	\$ 30,000
Sewer	\$ 77,000
Down Stream Storm Water Contribution	<u>\$ 31,000</u>
(East of Black Eagle RD)	
<i>Total Developer Contribution</i>	<i>\$659,000 CASH</i>

Total TIF Money Needed ***\$383,306***

(See attached Eligible Activities)

Lender Commitments

Letter of Credit guaranteed by Owner
And Washington Trust Bank ***\$ 383,306***

Estimated Value of Building Improvements

(Improvements based on the typical fully developed industrial lots with North Park used as a comparable project.)

Lot 1, Innovation Street	0.75 Acres:	\$225,000
Lot 2, Innovation Street	0.66 Acres	\$198,000
Lot 3, Innovation Street	0.69 Acres	\$207,000
Lot 4, Innovation Street	0.61 Acres	\$183,000
Lot 5, Innovation Street	0.95 Acres	\$285,000
Lot 6, Innovation Street	1.01 Acres	\$303,000
Lot 7, Innovation Street	1.13 Acres	\$334,000
Lot 8 See attached map	32.69 Acres	\$5,200,000
Lot 9 Great Bear Ave.	2.42 Acres	\$700,000
Lot 10, Great Bear Ave	2.73 Acres	\$715,000
Lot 11, Great Bear Ave	2.85 Acres	\$725,000
Lot 12, Great Bear Ave	6.30 Acres	\$1,503,000
TOTAL VALUE OF IMPROVEMENTS:		\$10,578,000

Total Tax Increment to City Annually

Formula: \$13,000 for every 1 million dollars of improvements

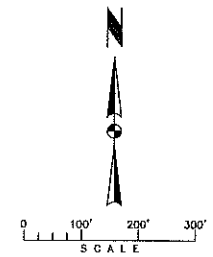
\$13,000 x 10.578 = \$137, 514 Annual Tax Revenue

HOW WOULD YOU LIKE TO RECEIVE YOUR FUNDS?

The owner of the property, DALI,LLC, would agree to provide a Letter of Credit or Cash to the City to construct the street known as "Innovation Street" together with gas, power and fiber optic.

Upon acceptance of this application and prior to construction, the City and DALI agree to enter into an understanding whereby the City will reimburse DALI for those agreed upon items from the Central Montana Ag Tech Park Tax Increment Fund as the fund, in general, receives its annual tax revenue. If the monies present in the account are not adequate to reimburse then the City, DALI agrees to carry the balance at 6% until all sums are retired.

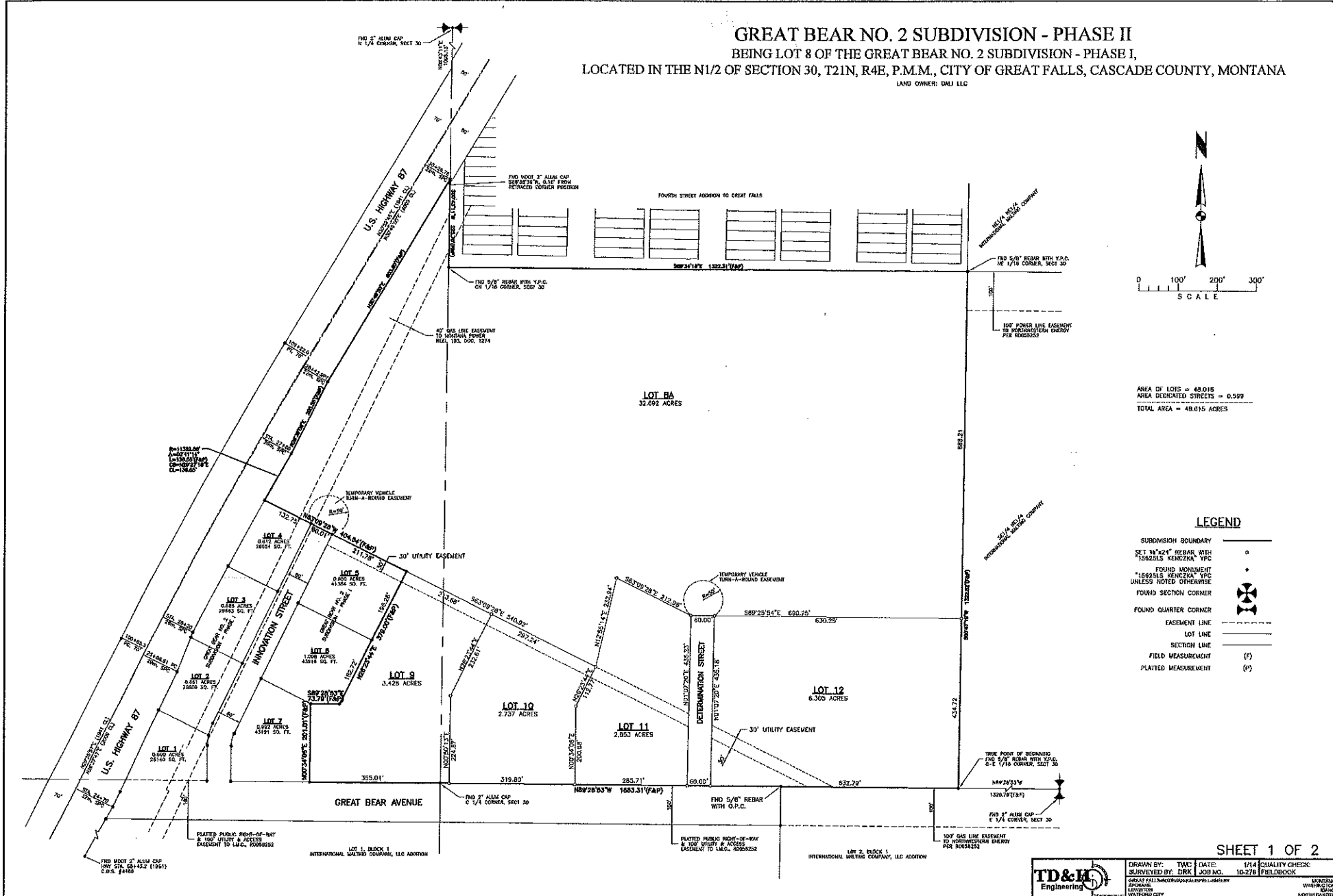
GREAT BEAR NO. 2 SUBDIVISION - PHASE II
 BEING LOT 8 OF THE GREAT BEAR NO. 2 SUBDIVISION - PHASE I,
 LOCATED IN THE N1/2 OF SECTION 30, T21N, R4E, P.M.M., CITY OF GREAT FALLS, CASCADE COUNTY, MONTANA
 LAND OWNER: DALI LLC



AREA OF LOTS = 48.015
 AREA DEDICATED STREETS = 0.599
 TOTAL AREA = 48.615 ACRES

LEGEND

- SUBDIVISION BOUNDARY
- SET 1/4" X 24" REBAR WITH 1/8" DIA. KENZICKA YPC
- FOUND MONUMENT "15892LS KENZICKA" YPC UNLESS NOTED OTHERWISE
- FOUND SECTION CORNER
- FOUND QUARTER CORNER
- EASEMENT LINE
- LOT LINE
- SECTION LINE
- FIELD MEASUREMENT (f)
- PLATTED MEASUREMENT (p)



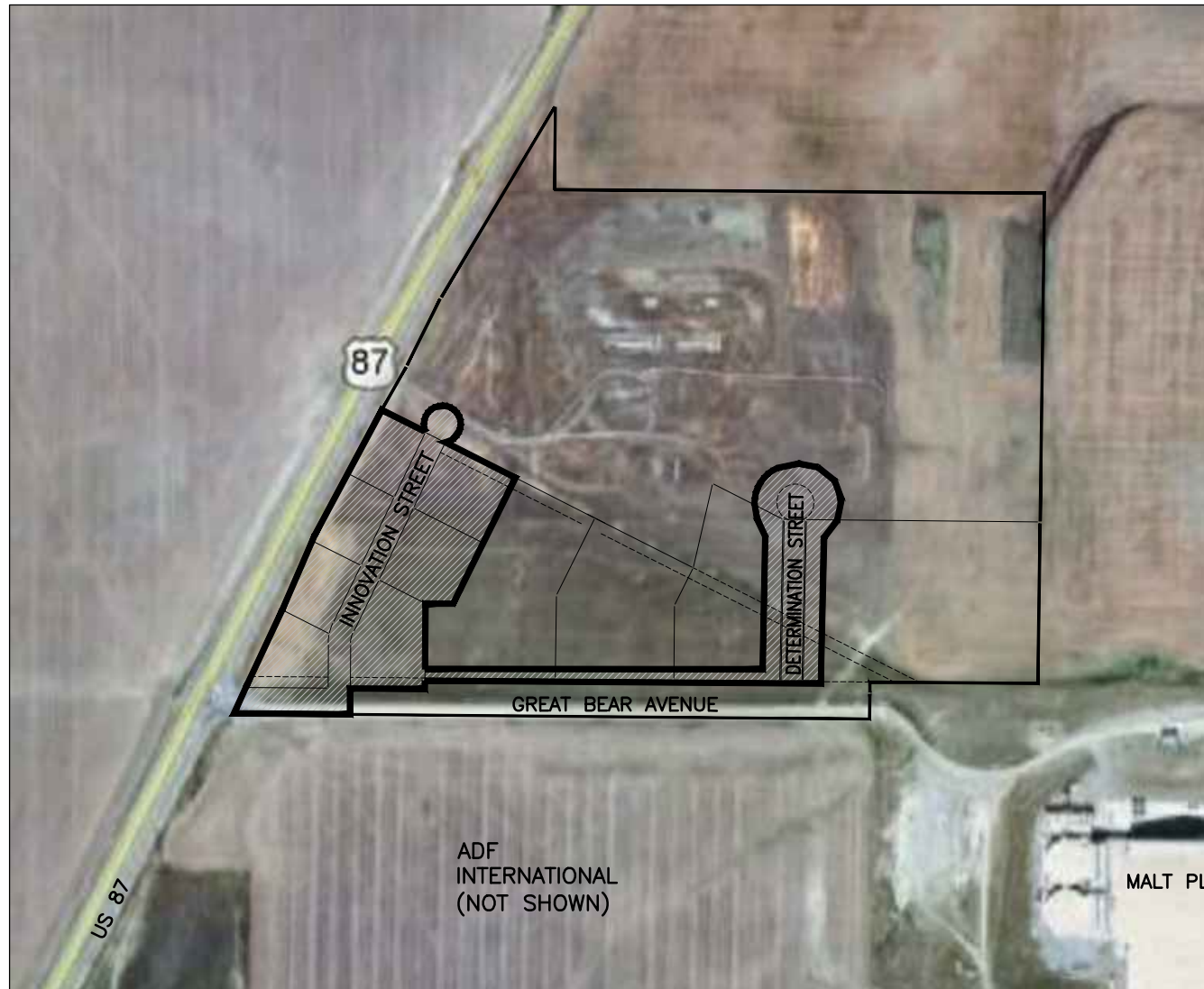
SHEET 1 OF 2

TD&K Engineering

DRAWN BY: TWC DATE: 1/14/14
 SURVEYED BY: DRX JOB NO.: 10-278
 GREAT FALLS, MONTANA
 WATFORD CITY, NORTH DAKOTA

QUALITY CHECK: FELDROCK

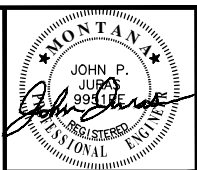
CONSTRUCTION DRAWINGS FOR GREAT BEAR SUBDIVISION NUMBER 2, PHASE 2 GREAT FALLS, MONTANA DECEMBER, 2013



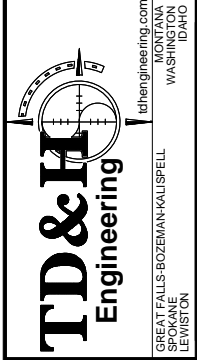
PROJECT LOCATION MAP

SHEET INDEX

SHEET NUMBER	DESCRIPTION
C1.0	COVER SHEET
C1.1	NOTES, SHEET INDEX, SURVEY DATA, LEGEND, ABBREVIATIONS
C2.0	INNOVATION STREET PAVING PLAN AND PROFILE STA. 1+00 TO 9+80
C2.1	DETERMINATION STREET PAVING PLAN AND PROFILE STA. 1+00 TO 7+00
C3.0	INNOVATION STREET WATER PLAN AND PROFILE
C3.1	GREAT BEAR AVENUE FIRE HYDRANTS
C3.2	DETERMINATION STREET WATER AND SEWER PLAN AND PROFILES
C4.0	DETAILS
TOTAL	8 SHEETS



REVISIONS	BY	DESCR	DATE



DRAWN BY:	TWC
DESIGNED BY:	JPJ
QUALITY CHECK:	DDN
DATE:	1/21/14
JOB NO.:	10-276
FIELDBOOK	

O.F. 1552.2 GREAT BEAR SUBDIVISION NUMBER 2, PHASE 2
GREAT FALLS, MONTANA
COVER SHEET

GENERAL NOTES:

1. NOTIFY ALL UTILITY COMPANIES IN WRITING AND SHALL BE RESPONSIBLE FOR SECURING THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE BEGINNING EXCAVATION.
2. ALL POWER, TELEPHONE AND OTHER UTILITY POLES OR GUY WIRES WHICH INTERFERE WITH THE CONSTRUCTION SHALL BE REMOVED OR RELOCATED BY THE UTILITY COMPANY. COORDINATE WITH OWNER AND UTILITY COMPANY IF RELOCATION IS NECESSARY.
3. EXCAVATE ALL WATER LINE CROSSINGS PRIOR TO BEGINNING TRENCH EXCAVATION TO ENSURE CROSSING CLEARANCE. NOTIFY THE CITY OF GREAT FALLS PUBLIC WORKS DEPARTMENT PRIOR TO EXCAVATION.
4. EXISTING FITTINGS ARE SHOWN, BASED ON DATA FURNISHED BY THE OWNER. EXCAVATE FITTINGS AND CONFIRMING REQUIREMENTS PRIOR TO ORDERING NEW FITTINGS.
5. PLUG ALL OPENINGS ON EXISTING ABANDONED UTILITY LINES IN PLACE.
6. OBTAIN ANY NECESSARY PERMITS.
7. ALL CULVERTS AND DRAINAGE DITCHES AFFECTED BY CONSTRUCTION SHALL BE RESTORED TO ORIGINAL CONDITION, UNLESS OTHERWISE NOTED ON PLANS.
8. ALL STREET & TRAFFIC SIGNS THAT INTERFERE WITH CONSTRUCTION SHALL BE REMOVED & RESET BY CONTRACTOR.
9. TOPSOIL & SEED ALL AREAS DISTURBED BY CONSTRUCTION.
10. REMOVE AND REPLACE ANY OBSTACLE (FENCES, CONCRETE SLABS, ETC.) THAT INTERFERES WITH CONSTRUCTION UPON APPROVAL OF OWNER, UNLESS OTHERWISE NOTED ON CONSTRUCTION PLANS.
11. ALL CONSTRUCTION WILL CONFORM TO MPWSS, LATEST EDITION, AND CITY OF GREAT FALLS MODIFICATIONS TO MPWSS AS WELL AS CITY OF GREAT FALLS DESIGN CRITERIA AND SPECIAL CONDITIONS FOR WATER AND SEWER MAINS AND SERVICES.

WATER NOTES

1. ALL WATER LINES TO MAINTAIN A MINIMUM OF 6.5' OF COVER FROM FINISH GRADE TO TOP OF PIPE.
2. ALL PIPING TO MEET AWWA C900 DR14 CLASS 305 PVC REQUIREMENTS.
3. THE CONTRACTOR SHALL INSTALL MEGA LUG RESTRAINTS OR CONCRETE THRUST BLOCKS AT ALL WATER LINE FITTINGS, VALVES & FIRE HYDRANTS, UNLESS OTHERWISE NOTED ON THE CONSTRUCTION PLANS.
4. ALL WATER SERVICES TO BE 1.5" TYPE "K" COPPER UNLESS NOTED OTHERWISE.
5. NOTIFY THE CITY ENGINEERING DEPARTMENT A MINIMUM OF 24-HOURS PRIOR TO BEGINNING ANY WORK.
6. MAINTAIN A MINIMUM OF 18" VERTICAL SEPARATION AT CROSSINGS BETWEEN OUTSIDE OF SEWER PIPE AND OUTSIDE OF WATER PIPE.
7. MAINTAIN A MINIMUM OF 10 FEET HORIZONTAL SEPARATION BETWEEN OUTSIDE OF SEWER PIPE AND OUTSIDE OF WATER PIPE.
8. UTILIZE FLANGE JOINTS ON HYDRANT TEE BRANCH AND GATE VALVE CONNECTION TO THE TEE. ALL OTHER JOINTS SHALL BE PUSH-ON UNLESS SPECIAL RESTRAINT IS REQUIRED AND IN THAT CASE A BOLTED RESTRAINT FITTING SHALL BE USED. MECHANICAL JOINT FITTINGS SHALL NOT BE USED IN LIEU OF PUSH ON JOINTS.
9. TRACER WIRE W/TEST STATIONS AT 1000' MAXIMUM SPACINGS ARE REQUIRED FOR ALL NEW WATER MAINS, SEE SPECS FOR DETAILED REQUIREMENTS.

SANITARY SEWER/STORM DRAIN NOTES

1. ALL SEWER PIPE IS TO BE SDR35 PVC AND MEET ASTM 3034 STANDARDS UNLESS OTHERWISE NOTED ON PLANS.
2. EACH SEWER SERVICE CONNECTS TO THE MAIN WITH A SEPARATE WYE. NO TEES OR DOUBLE WYES ARE ALLOWED.
3. ALL SERVICE LINES ARE TO BE 4" UNLESS NOTED OTHERWISE ON PLANS.
4. MAINTAIN A MINIMUM OF 10 FEET HORIZONTAL SEPARATION BETWEEN OUTSIDE OF SEWER/STORM DRAIN PIPE AND OUTSIDE OF WATER PIPE.
5. MAINTAIN A MINIMUM OF 18" VERTICAL SEPARATION AT CROSSINGS BETWEEN OUTSIDE OF SEWER/STORM DRAIN PIPE AND OUTSIDE OF WATER PIPE.
6. ALL SEWER/STORM DRAIN MANHOLES ARE 4' UNLESS OTHERWISE NOTED ON PLANS.
7. CONTRACTOR SHALL FIELD VERIFY LINE AND GRADE OF EXISTING CONNECTIONS.
8. THE CONTRACTOR SHALL EXCAVATE ALL CROSSINGS BETWEEN WATER LINES AND SEWER/STORM DRAIN LINES PRIOR TO BEGINNING TRENCH EXCAVATION TO INSURE CROSSING CLEARANCE.

PAVING NOTES

1. THE CONTRACTOR SHALL REPLACE ALL PAVEMENT MARKINGS DISTURBED BY CONSTRUCTION.
2. ASPHALT OVER 3" THICK SHALL BE PLACED IN 2 LIFTS.

SCALING NOTE

DRAWING SHEETS PRINTED FROM ADOBE PDF ELECTRONIC FILES ARE NOT TO SCALE. VERIFY PRINTED SHEET SCALES FROM THE BAR SCALES LOCATED ON THE PLAN SHEETS

SURVEY CONTROL DATA

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
CP-1	1207558.41	1532469.06	3504.41'	3/8" REBAR, 975' FEET EAST OF CENTERLINE OF HIGHWAY 87 AND 38' NORTH OF CENTERLINE OF GREAT BEAR AVENUE
CP-2	1207587.83	1535027.31	3450.07'	3/8" REBAR, WEST OF BLACK EAGLE ROAD AT NORTHEAST CORNER OF MALT PLANT BOUNDARY FENCE

BENCHMARKS

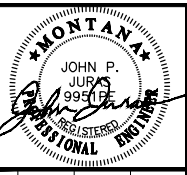
CP-1 AND CP-2 ELEVATIONS LISTED ARE NAVD 88, TO CONVERT TO CITY DATUM SUBTRACT 19.15'

ABBREVIATIONS

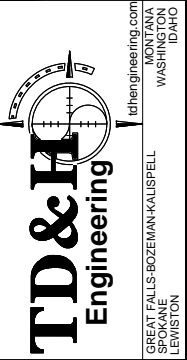
AND	&	END VERTICAL CURVE STATION	EVCS	POINT OF CURVATURE	PC
AT	⊙	FLARED END TERMINUS SECTION	F.E.T.S.	POINT OF TANGENCY	PT
BEGIN VERTICAL CURVE ELEVATION	BVCE	INVERT ELEVATION	I.E.	POINT OF VERTICAL INTERSECTION	PVI
BEGIN VERTICAL CURVE STATION	BVCS	LEFT	LT	POLYVINYL CHLORIDE	PVC
CENTERLINE	CL	LINEAR FEET	L.F.	RADIUS	R
CONSTRUCTION	CONST.	MANHOLE	MH	REINFORCED CONCRETE PIPE	RCP
CONTROL POINT	CP	MAXIMUM	MAX.	RIGHT	RT
DIAMETER	DIA OR ∅	MINIMUM	MIN.	SPECIFICATIONS	SPECS
ELEVATION	EL OR ELEV	MODIFICATION	MOD.	STATION	STA
END VERTICAL CURVE ELEVATION	EVCE	MONTANA DEPARTMENT OF TRANSPORTATION	MDT	TYPICAL	TYP
		MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS	MPWSS	WITH	W/

LEGEND

NEW	EXISTING	DESCRIPTION
	○	BARRIER POST
		BUILDING
		CONCRETE
— 3415 —	- - - 3415 - - -	CONTOUR
▲	+CS	CONTROL POINT
	△	CURB BOX
	=====	CULVERT
	≡	DELINEATOR POST
← ← ←	- - - - -	DITCH
	- - - - -	EDGE OF ASPHALT
	- - - - -	EDGE OF GRAVEL
	□	ELECTRICAL BOX
	○-○-○-○	FENCE - CHAIN LINK
▼	⊕	FIRE HYDRANT
	⊖	GAS
	∩	GATE
	→	GUY WIRE
	✱	LIGHT POLE
	⊥	MAILBOX
	○	MANHOLE
	—	OVERHEAD ELECTRIC
	⊗	POWER POLE
	—	PROPERTY LINE
	•	PROPERTY PIN
	⊕	QUARTER CORNER (FOUND)
	+++++	RAILROAD
	—	SANITARY SEWER
	54.60	SPOT ELEVATIONS
	□	TELEPHONE RISER
	⊕	TEMPORARY BENCHMARK
	⊕	TRAFFIC SIGN
	- - - - -	UNDERGROUND FIBER-OPTIC
	⊕	VALVE
—	—	WATERLINE



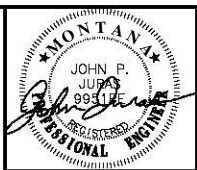
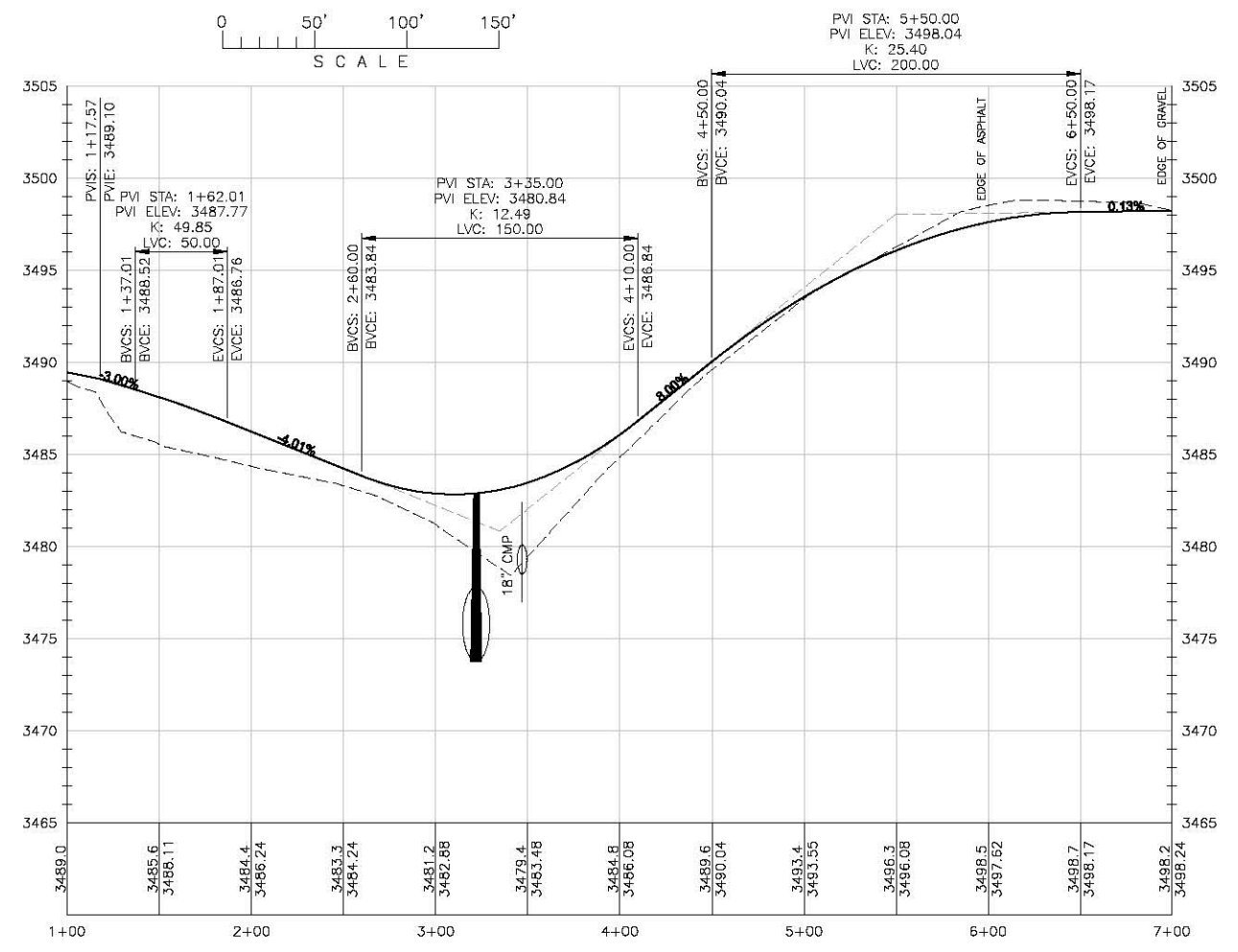
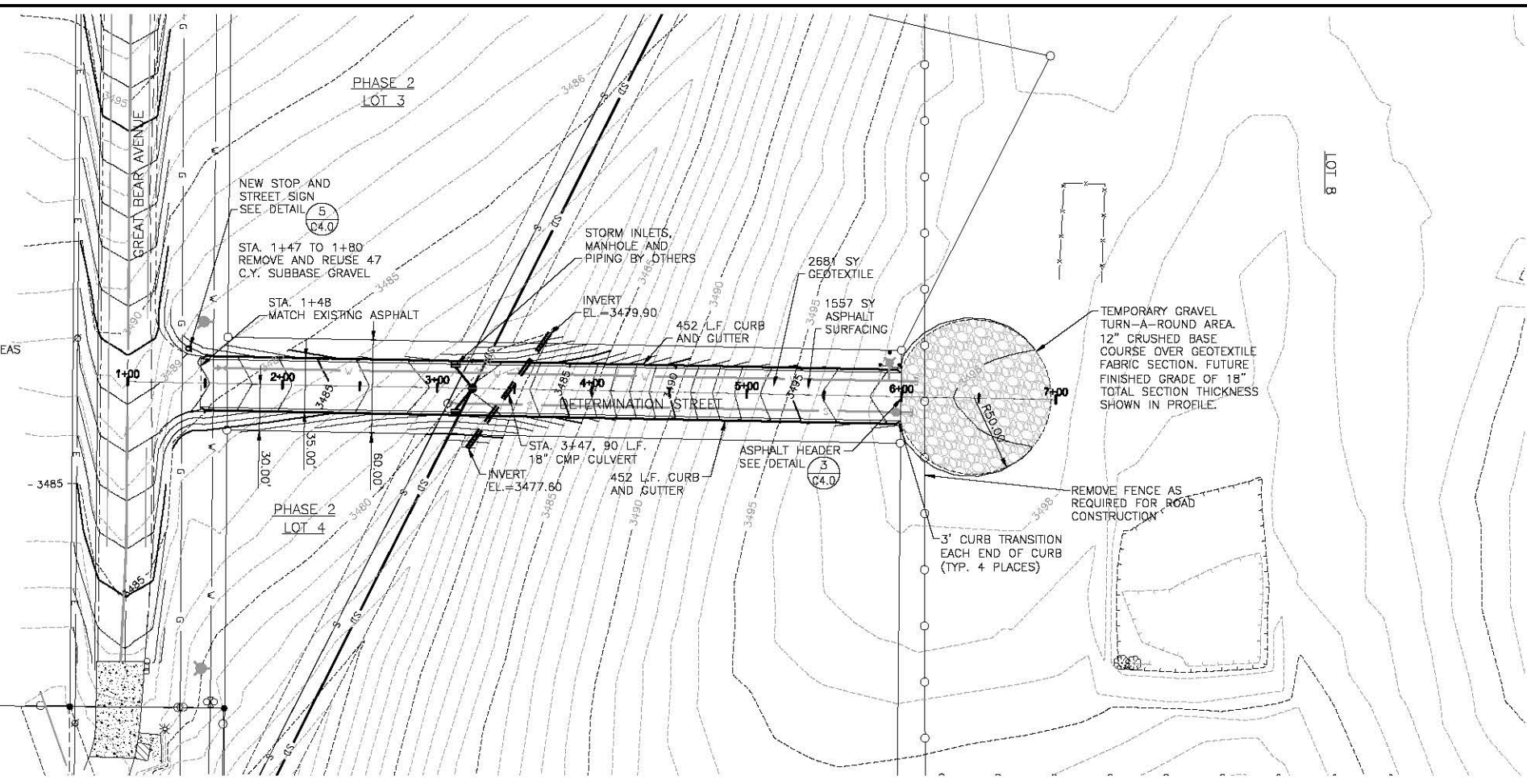
REVISIONS	DATE	BY	DESCR



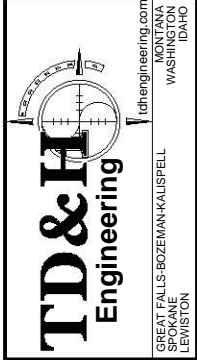
DRAWN BY:	TWC
DESIGNED BY:	JPJ
QUALITY CHECK:	DDN
DATE:	1/21/14
JOB NO.	10-276
FIELDBOOK	

O.F. 1552.2 GREAT BEAR SUBDIVISION NUMBER 2, PHASE 2
GREAT FALLS, MONTANA
NOTES, ABBREVIATIONS
SURVEY DATA AND LEGEND

SITE GRADING—
STRIP 8" TOPSOIL FROM ALL WORK AREAS
AND STOCKPILE ON SITE.

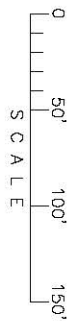


REVISIONS	DATE	BY	DESCR



DRAWN BY: TWC
DESIGNED BY: JPJ
QUALITY CHECK: DDN
DATE: 1/21/14
JOB NO. 10-276
FIELDBOOK

O.F. 1552.2 GREAT BEAR SUBDIVISION NUMBER 2, PHASE 2
GREAT FALLS, MONTANA
DETERMINATION STREET PAVING
PLAN AND PROFILE - STA. 1+00 TO 7+00



INNOVATION STREET

PHASE 1
LOT 7

PHASE 2
LOT 1

PHASE 2
LOT 2

PHASE 2
LOT 3

PHASE 2
LOT 4

GREAT BEAR AVENUE

DETERMINATION STREET

382 L.F. EAST OF INNOVATION STREET CENTERLINE, ATTACH TO EXISTING 16" C905 DR18 WATER MAIN WITH 16"x6" TAPPING SLEEVE

16"x6" TAPPING TEE, 6" GATE VALVE, 5 L.F. 6" PVC PIPE, FIRE HYDRANT SEE DETAIL (2) C4.0

16"x6" TAPPING TEE, 6" GATE VALVE, 5 L.F. 6" PVC PIPE, FIRE HYDRANT SEE DETAIL (2) C4.0

782 L.F. EAST OF INNOVATION STREET CENTERLINE, ATTACH TO EXISTING 16" C905 DR18 WATER MAIN WITH 16"x6" TAPPING SLEEVE

16"x6" TAPPING TEE, 6" GATE VALVE, 5 L.F. 6" PVC PIPE, FIRE HYDRANT SEE DETAIL (2) C4.0

1182 L.F. EAST OF INNOVATION STREET CENTERLINE, ATTACH TO EXISTING 16" C905 DR18 WATER MAIN WITH 16"x6" STAINLESS STEEL TAPPING SLEEVE

1406 L.F. EAST OF INNOVATION STREET CENTERLINE, ATTACH TO EXISTING 16" C905 DR18 WATER MAIN WITH 16"x6" TAPPING SLEEVE

16"x6" TAPPING TEE, 6" GATE VALVE, 5 L.F. 6" PVC PIPE, FIRE HYDRANT SEE DETAIL (2) C4.0

REVISIONS	
BY JPJ	DATE 9-17-13
DESCR ADDED 4TH HYDRANT	
BY _____	DATE _____
DESCR _____	
BY _____	DATE _____
DESCR _____	

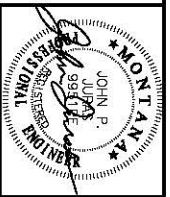
O.F. 1552.2 GREAT BEAR SUBDIVISION NUMBER 2, PHASE 2
GREAT FALLS, MONTANA

GREAT BEAR AVENUE FIRE HYDRANTS

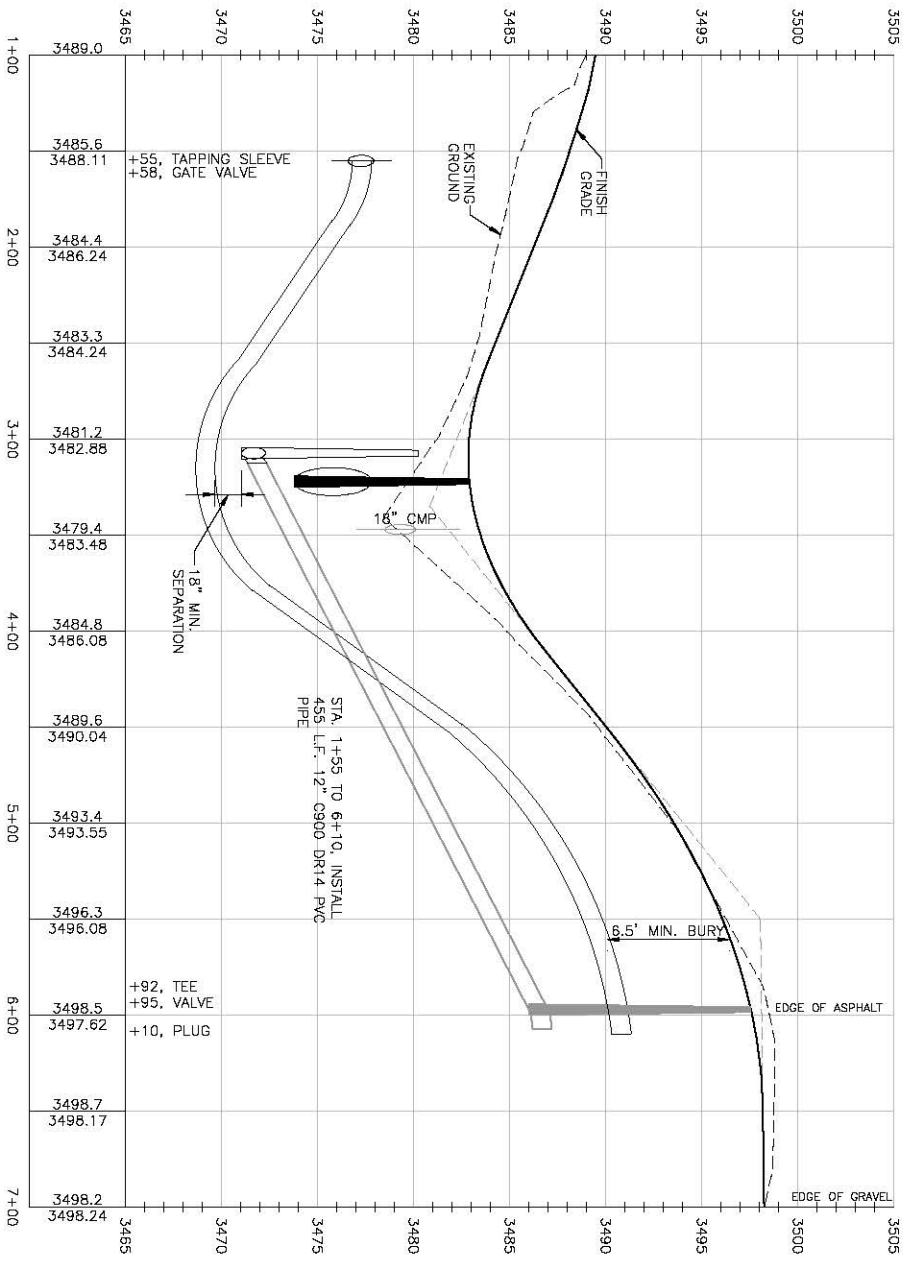
SHEET C3.1

10-276 CS.1.DWG

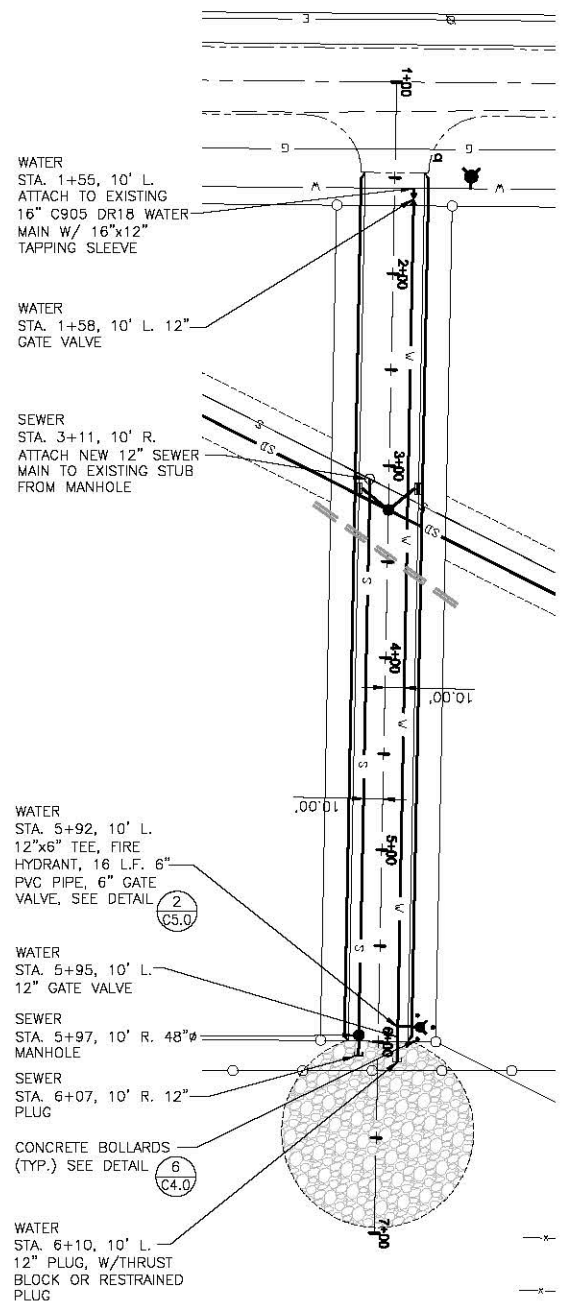
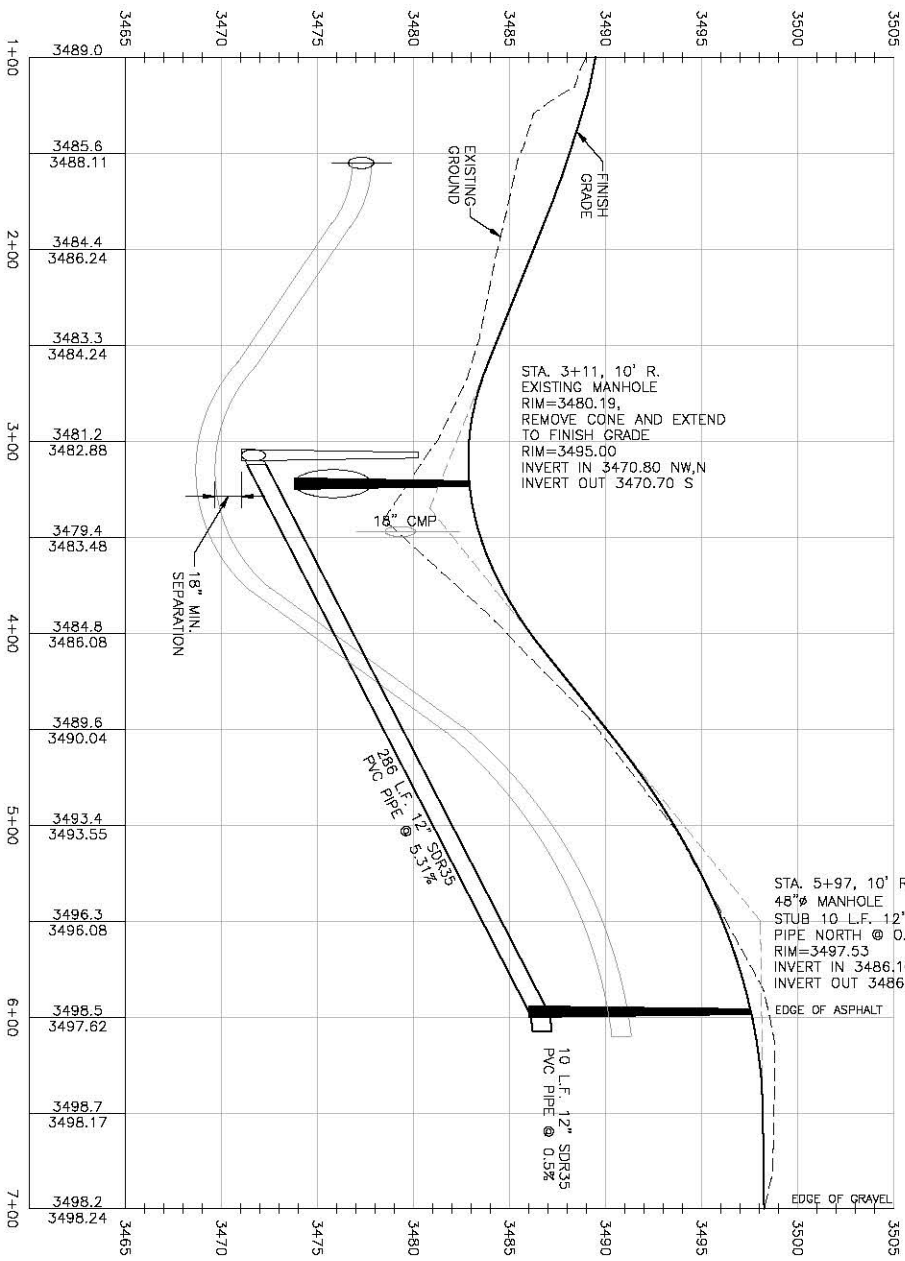
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JOB NO. 10-276
DATE: 12/1/14
QUALITY CHECK: DDN
DESIGNED BY: JPJ
DRAWN BY: TWC



WATER



SEWER



**O.F. 1552.2 GREAT BEAR SUBDIVISION NUMBER 2, PHASE 2
GREAT FALLS, MONTANA**

**DETERMINATION STREET
WATER AND SEWER PLAN AND PROFILE**

DRAWN BY: JWC
DESIGNED BY: JPD
QUALITY CHECK: DDN
DATE: 12/1/14
JOB NO.: 10-276
FIELDBOOK:

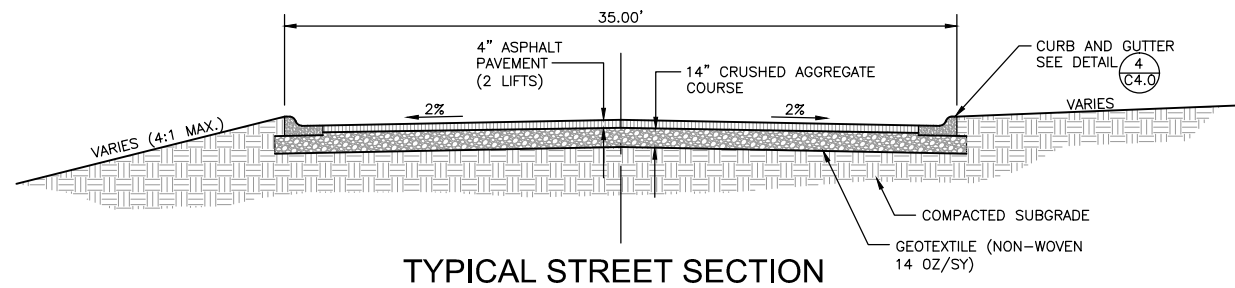
TD&H
Engineering

tdhengineering.com
GREAT FALLS-BOZEMAN-KALISPELL
SPOKANE WASHINGTON
LEWISTON MONTANA
IDAHO

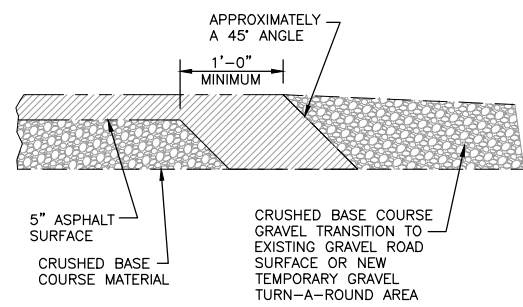
REVISIONS		
BY	DATE	DESCR



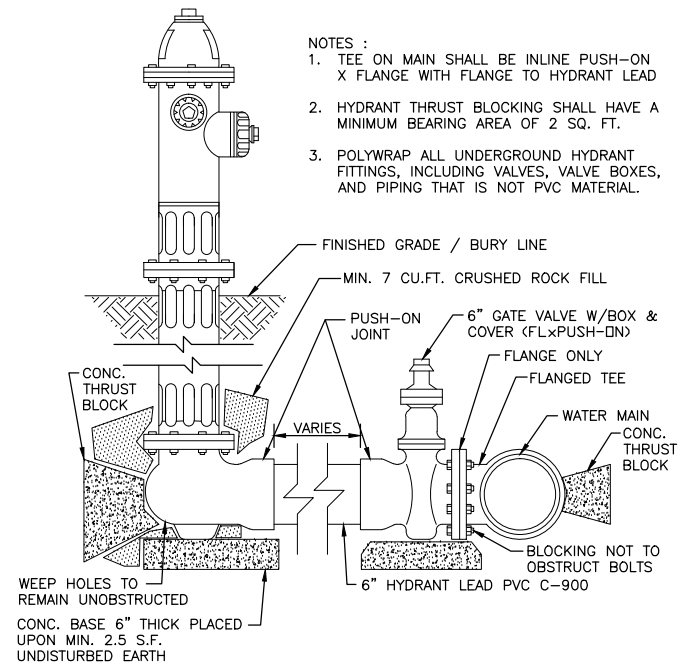
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10-276 C3.2.DWG



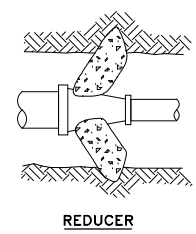
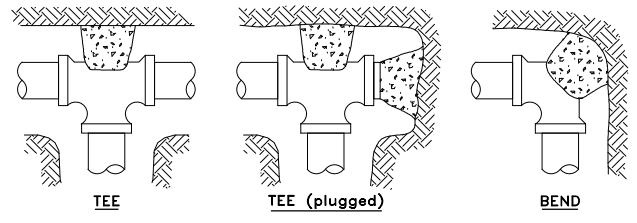
TYPICAL STREET SECTION



ASPHALT HEADER DETAIL



FIRE HYDRANT DETAIL

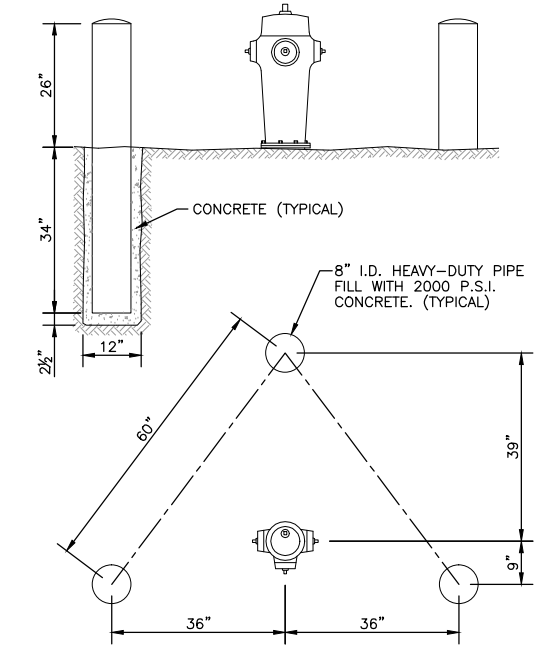


PIPE SIZES	TEES & PLUGS	90° BEND	45° BEND & WYES	REDUCERS & 22 1/2° BEND
4"	1.8	2.6	1.4	0.8
6"	3.8	5.2	2.9	1.5
8"	6.7	9.5	5.0	2.6
10"	10.8	15.3	8.3	4.2
12"	15.3	21.8	11.9	5.8
14"	20.8	28.8	16.2	8.3
16"	27.4	37.7	20.9	10.8
18"	34.7	47.7	26.5	13.6
20"	42.8	58.9	32.7	16.8
24"	61.7	84.8	47.1	24.2
30"	96.4	132.5	73.6	37.9

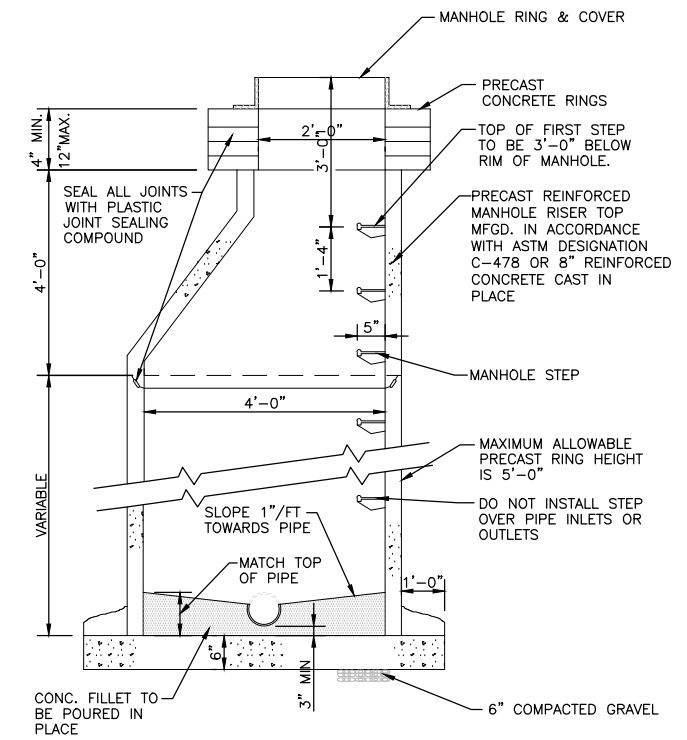
NOTE :
 1. THIS TABLE IS BASED ON 150 P.S.I. MAIN PRESSURE; 2000 P.S.F. SOIL PRESSURE.
 2. WRAP ALL FITTINGS WITH POLYETHYLENE.
 3. USE 3000 P.S.I. CONCRETE.

THRUST BLOCK BEARING AREA. SEE TABLE FOR BEARING AREA REQUIREMENTS.

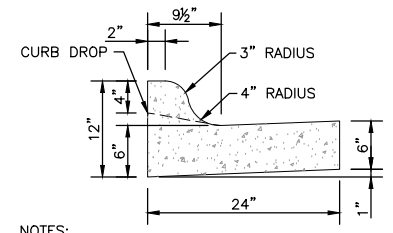
THRUST BLOCK DETAIL



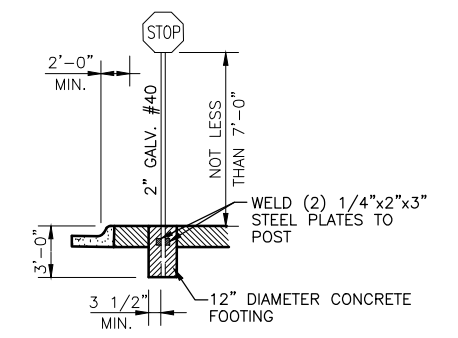
BOLLARD DETAIL



SANITARY SEWER MANHOLE DETAIL

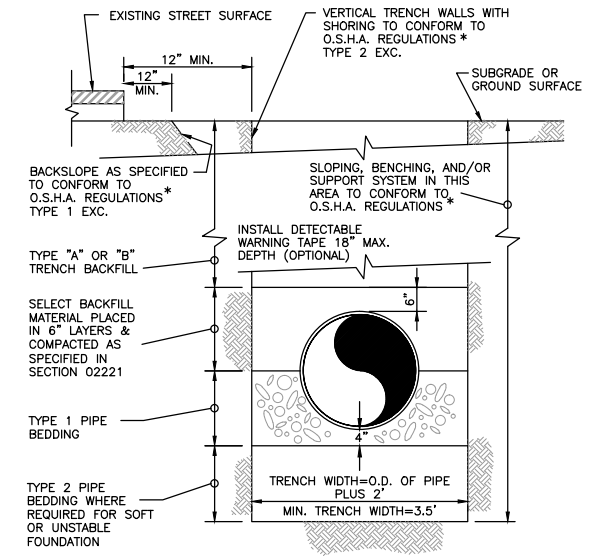


CURB AND GUTTER DETAIL

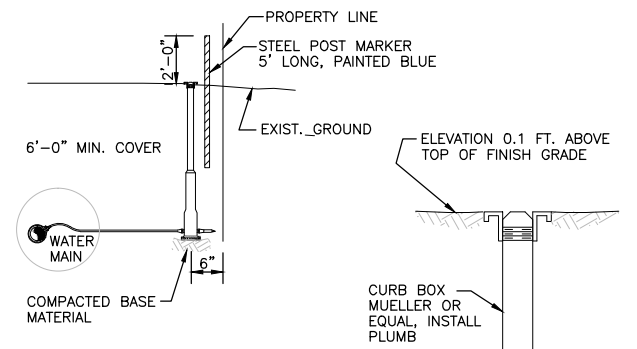


STREET SIGN DETAIL

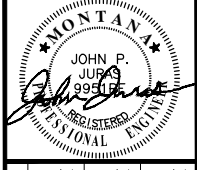
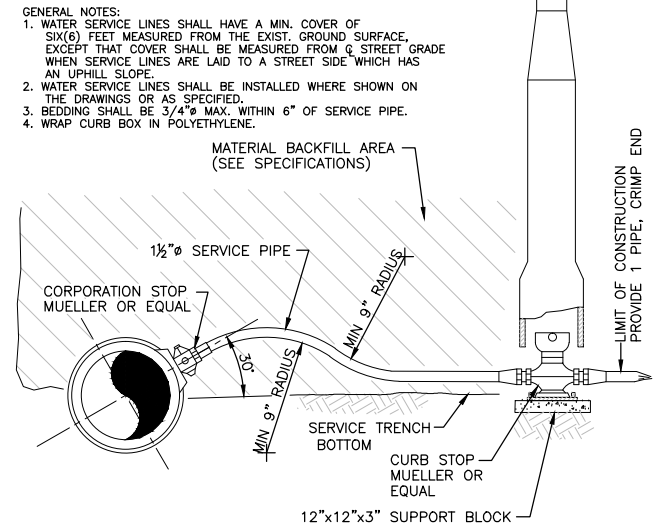
NOTE: WHERE TRENCH PASSES THROUGH EXISTING PAVEMENT, THE PAVEMENT SHALL BE CUT ALONG A NEAT VERTICAL LINE A MINIMUM OF 12" FROM THE EDGE OF THE TRENCH OPENING. WHERE NEAT LINE IS LESS THAN 3" FROM EDGE OF EXISTING PAVEMENT OR CURB AND GUTTER SECTION, REMOVE AND REPLACE ENTIRE PAVEMENT SECTION BETWEEN TRENCH AND EDGE OF PAVEMENT.



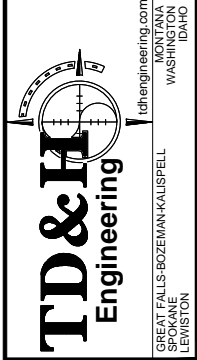
TYPICAL TRENCH DETAIL



WATER SERVICE DETAIL



REVISIONS	DATE	DESCR
BY	DATE	DESCR
BY	DATE	DESCR
BY	DATE	DESCR



DRAWN BY: TWC
 DESIGNED BY: JPJ
 QUALITY CHECK: DDN
 DATE: 1/21/14
 JOB NO. 10-276
 FIELDBOOK

O.F. 1552.2 GREAT BEAR SUBDIVISION NUMBER 2, PHASE 2
GREAT FALLS, MONTANA
TYPICAL ROAD SECTION AND DETAILS



CIVIL PROPOSAL

TO: Joe Stanek

Project Name		Great Bear Subdivision Number 2 Phase 1	
Location		Great Falls, MT	Date
			10/1/2013

We hereby propose to furnish and install all labor and material as specified below:

	Qty	Unit	Total
Phase I water system work	1	LS	
Water System Subtotal =			\$ 93,333
Install fire 3 fire hydrants per plans for phase II	3	EA	
Phase II Fire Hydrants Subtotal =			\$ 20,180
Clear and grub vegetation and topsoil for roadway install	1	LS	
Excavate roadway to subgrade elevation	3,434	SY	
Import place and compact road base gravels and gravels for temporary gravel turn around	3,434	SY	
Concrete curb and gutter for roadway	1,455	LF	
5" asphalt pavement for roadway (MPWSS Grade B w. PG 58-28 AC Mix)	2,524	SY	
Provide and install stop sign	1	EA	
Provide and install 12" PVC Sleeves	84	LF	
Remove existing fence	1,015	LF	
Roadway Improvements Subtotal =			\$ 183,279

EXCLUSIONS

- SURVEYING, MATERIALS TESTING OR COMPACTION TESTING (INCLUDING CONCRETE AND ASPHALT)
- CITY OF GREAT FALLS INSPECTION OR ENGINEERING FEES
- SCREENING OR PROCESSING OF NATIVE SOILS
- WINTERIZATION OF WORK, INCLUDING GROUND HEATING, AND FROST PROTECTION
- TOPSOIL PLACEMENT LANDSCAPE OR IRRIGATION
- REPLACEMENT OF EXISTING FENCE
- REMOBILIZATION, WE ARE ASSUMING THIS WORK WOULD BE DONE THIS YEAR.
- 1 % STATE TAX
- BOND
- ROCK EXCAVATION

Our total price for the above portion of work:	\$ 296,792
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Note: This proposal is based on a mutually agreed upon subcontract and schedule. Pricing is based on all base bid items being taken. **Prices are subject to change if bid is broken out.**

Respectfully Submitted,
 Jesse Waldenberg
 Estimator/ Project Manager

Is this a Residential Electric Advance?

- N/A - CIAC
 10 YR. Residential Advance
 5 YR. Advance

CUSTOMER AGREEMENT

THIS AGREEMENT is made and entered into on 02/20/2015, by and between NorthWestern Energy "Company" and DALLLLC of PO BOX 443 , HOLLUALOA, HI 96725, "Customer".

I. THE COMPANY AGREES:

1. To install, operate and maintain utility facilities to provide services to the Customer at PO BOX 443, HOLLUALOA, HI 96725 in accordance with the applicable rules and regulations and at rates set by the Montana Public Service Commission (MPSC). The Company shall locate lines and facilities on right of way provided and initially prepared and cleared as necessary by Customer. The lines and facilities shall remain the Company's property.
2. To abide by the general conditions and terms described in sections III and IV.

II. THE CUSTOMER AGREES:

1. To pay the Company an Advance (Rule 6-2) in the sum of \$ 54,652.00 , USD for construction of Primary UG 3 Phase lines and facilities in accordance with the applicable MPSC Rules. Customer shall make payment prior to Company scheduling the project for a construction start date.

In accordance with the applicable MPSC Rules, if new customers are permanently connected and served by the Company from these lines before 5 years (10 years for Single Family Residential Electric Service - excluding new residential subdivision and townhouse connects) from the completion date of this project, the Company will determine what refund of the advance, if any, is due the Customer.

The total sum refunded shall not exceed the amount of the Customer's Advance for construction, nor will any refund be made after the 5 year (10 year for Single Family Residential Electric Service) refund period. Any money not refunded pursuant to the terms of this Agreement will revert to a non-refundable Contribution in Aid of Construction and become the Company's property.

2. To general conditions and terms as explained in sections III and IV.
3. Total Amount for this agreement \$ 54,652.00

III. GENERAL CONDITIONS:

1. All terms, prices and conditions set forth in this Agreement are subject to changes or additions due to rules, regulations, ordinances, changes in scope of project, and laws that may be amended or enacted.
2. Prices set forth in this agreement are in effect for 4 months from the agreement date entered into between the customer and NorthWestern Energy.
3. The Customer shall pay the costs of moving Company facilities or making other modifications required to meet city, state, or national codes.
4. The Customer shall provide service entrance and termination points as specified by the Company's installation standards in effect at the time construction begins.
5. The Company shall establish service within a reasonable period of time after the Customer's equipment passes inspection by the state and local authorities as required by law.

6. The Company will proceed with the survey, design and construction of its facilities in a normal manner using its existing work force and material supply sources. All work is to be done during normal working hours and the Company may reschedule the work to achieve efficient workload of Company forces. Availability of materials, weather conditions, frozen ground, access, or obtaining permits from governmental agencies or railroads may cause delays beyond the Company's or the Customer's control.
7. The customer requests utilities to be installed with the understanding that ground-level is to final grade. Should changes to grade be made in the future that result in NorthWestern Energy's facilities needing to be either raised or lowered, the customer is responsible for the costs associated with this change.
8. Prior to installation of facilities, the Customer is responsible for physically marking on the property any customer-owned facilities including, but not limited to, underground sprinkling systems, septic tanks, and satellite dish cabling. NorthWestern Energy is not responsible for repairing any unmarked customer-owned facilities. The NorthWestern Energy Construction Department can be contacted with questions on how to appropriately mark customer-owned facilities.
9. If the Customer requests that electric and gas facilities be installed in frozen ground, the Customer may be responsible for additional charges for installation. The Company will notify the Customer of these charges prior to installation.
10. The Customer is responsible for the restoration of private roadway(s) and/or landscaping. The Company will make a reasonable attempt to preserve the private roadway(s) and/or landscaping, but final compaction and restoration is the Customer's responsibility.
11. MPSC rules governing gas and electric line extensions are available upon request.

IV. DEFINITIONS

1. CONTRIBUTION IN AID OF CONSTRUCTION

A non-refundable payment made by a Customer to pay for costs beyond the free allowance when there are no more customers expected to connect to facilities installed by this Agreement.

2. CUSTOMER ADVANCE

A refundable payment made by a customer to pay for costs beyond the free allowance when more Customers are expected to connect to facilities installed under this Agreement.

New customers that attach to existing lines with a current Advance line protection may be required to share equitably in the outstanding payment amount if connecting within 5 years (10 years for Single Family Residential Electric Service - excluding new residential subdivision and townhouse connects) from the construction date of the original line.

Or

A refundable payment made by a Customer to pay for a line extension to a new load of uncertain duration

V. ADDITIONAL CONDITIONS:

This contract provides customer with a three phase underground primary backbone plowed by contractor, 4 primary junction cans with stubs for future growth and bore beneath NWE Gas Transmission Line.

Additional costs will be incurred due to rocky, extremely tough or frost digging conditions, modifications by the customer or the customer requesting NorthWestern Energy to modify original design and/or unforeseen circumstances.

If trench(es) is excavated by customer, said trench(es) will be inspected by NorthWestern Energy for compliance with the guidelines for customer trenching found in the New Service Guide.

Any additional costs that have incurred will be paid prior to the installation of meter.

All property pins shall be in place and property lines marked properly with stakes or flags. Route(s) will be clear of any obstructions and/or hazards. Failure to abide by these or any other rules, which are in the NorthWestern Energy New Service guide, shall result in NorthWestern Energy rescheduling project at the time and expense of the customer(s).

Customer(s) will be responsible for the replacement of any and all concrete, asphalt and/or landscaping on or around the area excavated by NorthWestern Energy. Any gravel roadway crossings excavated by NorthWestern Energy will be restored at the responsibility of the customer.

In the event of uncontrollable circumstances, such as severe weather or uncontrollable damages, we will respond promptly to restore service, then resume our commitments without penalty.

The customer requests utilities to be installed with the guarantee that ground level is to final grade. Should changes to grade around or near NorthWestern Energy facilities occur, after this contract has been signed, that result in NorthWestern Energy facilities needing to be either raised or lowered, the customer named on this Customer Service agreement is responsible for all costs associated with this change.

It is the responsibility of the customer to leave intact any and all marking devices placed by NorthWestern Energy. Failure to do so will result in NorthWestern Energy adding additional charges to the project at the expense of the customer and will not continue project until those charges have been paid to NorthWestern Energy.

The safety of the NorthWestern Energy crewmembers takes precedence over any and all hazards placed by customer. Public safety always must take precedence over normal service.

Is this a Residential Electric Advance?

- N/A - CIAC
 10 YR. Residential Advance
 5 YR. Advance

CUSTOMER AGREEMENT

THIS AGREEMENT is made and entered into on 02/20/2015, by and between NorthWestern Energy "Company" and DALILLC of PO BOX 443, HOLLUALOA, HI 96725, "Customer".

I. THE COMPANY AGREES:

1. To install, operate and maintain utility facilities to provide services to the Customer at PO BOX 443, HOLLUALOA, HI 96725 in accordance with the applicable rules and regulations and at rates set by the Montana Public Service Commission (MPSC). The Company shall locate lines and facilities on right of way provided and initially prepared and cleared as necessary by Customer. The lines and facilities shall remain the Company's property.
2. To abide by the general conditions and terms described in sections III and IV.

II. THE CUSTOMER AGREES:

1. To pay the Company an Advance (Rule 6-2) in the sum of \$ 21,999.00 , USD for construction of Gas 2-Inch Main lines and facilities in accordance with the applicable MPSC Rules. Customer shall make payment prior to Company scheduling the project for a construction start date.

In accordance with the applicable MPSC Rules, if new customers are permanently connected and served by the Company from these lines before 5 years (10 years for Single Family Residential Electric Service - excluding new residential subdivision and townhouse connects) from the completion date of this project, the Company will determine what refund of the advance, if any, is due the Customer.

The total sum refunded shall not exceed the amount of the Customer's Advance for construction, nor will any refund be made after the 5 year (10 year for Single Family Residential Electric Service) refund period. Any money not refunded pursuant to the terms of this Agreement will revert to a non-refundable Contribution in Aid of Construction and become the Company's property.

2. To general conditions and terms as explained in sections III and IV.
3. Total Amount for this agreement \$ 21,999.00

III. GENERAL CONDITIONS:

1. All terms, prices and conditions set forth in this Agreement are subject to changes or additions due to rules, regulations, ordinances, changes in scope of project, and laws that may be amended or enacted.
2. Prices set forth in this agreement are in effect for 4 months from the agreement date entered into between the customer and NorthWestern Energy.
3. The Customer shall pay the costs of moving Company facilities or making other modifications required to meet city, state, or national codes.
4. The Customer shall provide service entrance and termination points as specified by the Company's installation standards in effect at the time construction begins.
5. The Company shall establish service within a reasonable period of time after the Customer's equipment passes inspection by the state and local authorities as required by law.

6. The Company will proceed with the survey, design and construction of its facilities in a normal manner using its existing work force and material supply sources. All work is to be done during normal working hours and the Company may reschedule the work to achieve efficient workload of Company forces. Availability of materials, weather conditions, frozen ground, access, or obtaining permits from governmental agencies or railroads may cause delays beyond the Company's or the Customer's control.
7. The customer requests utilities to be installed with the understanding that ground-level is to final grade. Should changes to grade be made in the future that result in NorthWestern Energy's facilities needing to be either raised or lowered, the customer is responsible for the costs associated with this change.
8. Prior to installation of facilities, the Customer is responsible for physically marking on the property any customer-owned facilities including, but not limited to, underground sprinkling systems, septic tanks, and satellite dish cabling. NorthWestern Energy is not responsible for repairing any unmarked customer-owned facilities. The NorthWestern Energy Construction Department can be contacted with questions on how to appropriately mark customer-owned facilities.
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IV. DEFINITIONS

1. CONTRIBUTION IN AID OF CONSTRUCTION

A non-refundable payment made by a Customer to pay for costs beyond the free allowance when there are no more customers expected to connect to facilities installed by this Agreement.

2. CUSTOMER ADVANCE

A refundable payment made by a customer to pay for costs beyond the free allowance when more Customers are expected to connect to facilities installed under this Agreement.

New customers that attach to existing lines with a current Advance line protection may be required to share equitably in the outstanding payment amount if connecting within 5 years (10 years for Single Family Residential Electric Service - excluding new residential subdivision and townhouse connects) from the construction date of the original line.

Or

A refundable payment made by a Customer to pay for a line extension to a new load of uncertain duration

V. ADDITIONAL CONDITIONS:

This contract provides customer with a plowed gas main backbone, with a bore beneath NWE Gas Transmission Line. Additional costs will be incurred due to rocky, extremely tough or frost digging conditions, modifications by the customer or the customer requesting NorthWestern Energy to modify original design and/or unforeseen circumstances.

If trench(es) is excavated by customer, said trench(es) will be inspected by NorthWestern Energy for compliance with the guidelines for customer trenching found in the New Service Guide.

Any additional costs that have incurred will be paid prior to the installation of meter.

All property pins shall be in place and property lines marked properly with stakes or flags. Route(s) will be clear of any obstructions and/or hazards. Failure to abide by these or any other rules, which are in the NorthWestern Energy New Service guide, shall result in NorthWestern Energy rescheduling project at the time and expense of the customer(s). Customer(s) will be responsible for the replacement of any and all concrete, asphalt and/or landscaping on or around the area excavated by NorthWestern Energy. Any gravel roadway crossings excavated by NorthWestern Energy will be restored at the responsibility of the customer.

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