

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	\$296,792
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(See attached plans and specs.)

Natural Gas Installation	\$ 21,999
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(See attached NW gas bid)

3 Phase Power NW Energy	\$ 54,652
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(see attached bid)

Fiber Optic by 3 Rivers	\$ 8,000
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(estimated)

Landscaping Right-Of-Way	\$20,000
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Engineering (estimated)	\$25,000
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<b><i>TOTAL ELIGIBLE ACTIVITIES</i></b>	<b><i>\$ 426,443</i></b>
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***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)	
<b><i>Total of Value of Land</i></b>	<b><i>\$805,509</i></b>

## 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 \$ 31,000

(East of Black Eagle RD)

***Total Developer Contribution*** ***\$659,000 CASH***

***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
<b>TOTAL VALUE OF IMPROVEMENTS:</b>		<b>\$10,578,000</b>

#### ***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.

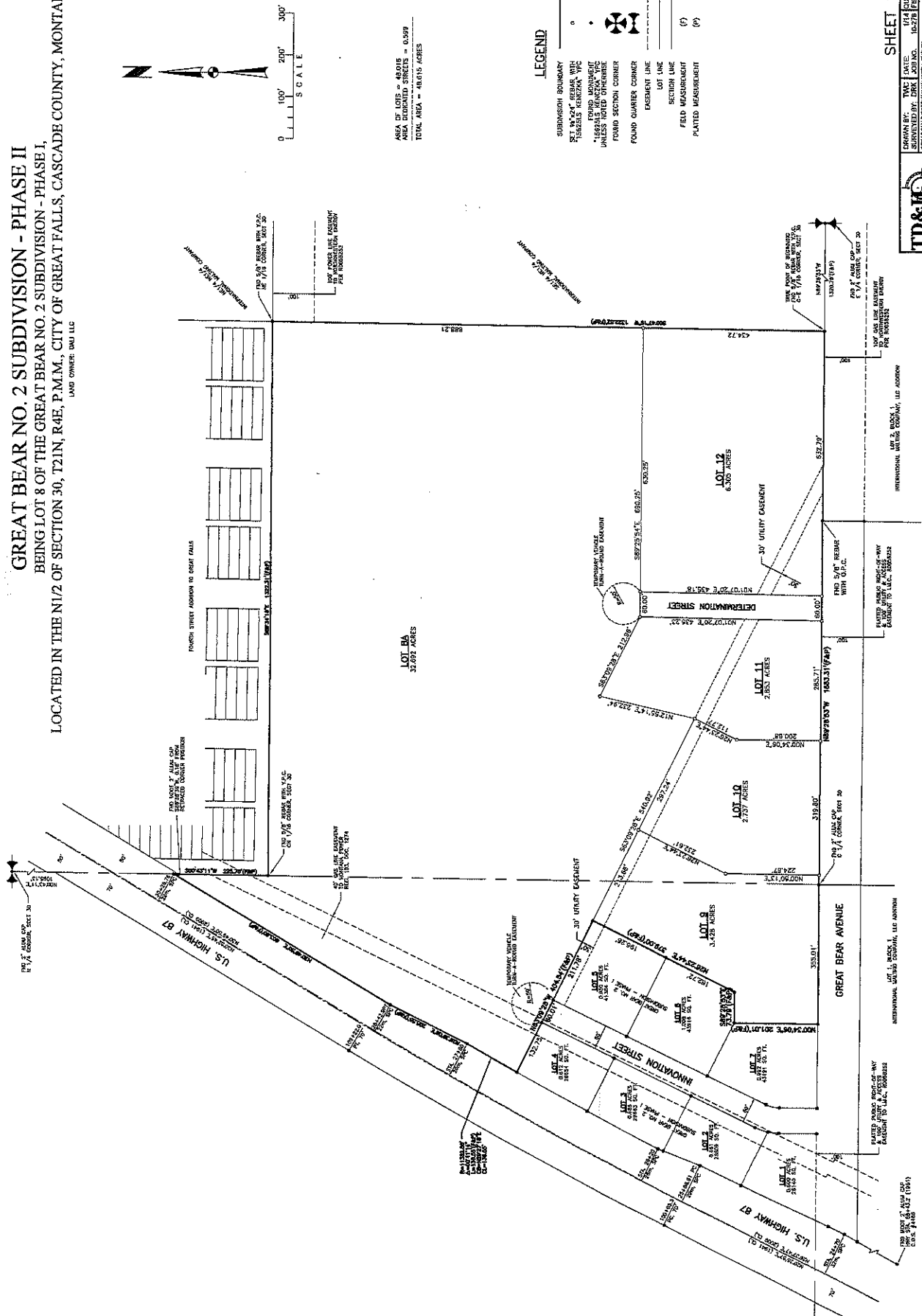
Upon acceptance of this application and prior to construction, the City and DALI agree to enter into an understanding whereby the City will reimburse DALI for those agreed upon items from the Central Montana Ag Tech Park Tax Increment Fund as the fund, in general, receives its annual tax revenue. If 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: DMU LLC



AREA OF LOT 8 = 48.015  
 AREA DEDICATED STREETS = 0.979  
 TOTAL AREA = 48.994 ACRES

- LEGEND**
- SUBDIVISION BOUNDARY
  - ST 1/4" BEAR WITH 1/4" CORNER
  - FOUND MEASUREMENT
  - UNLESS NOTED OTHERWISE
  - FOUND SECTION CORNER
  - FOUND QUARTER CORNER
  - EASEMENT LINE
  - LOT LINE
  - SECTION LINE
  - FIELD MEASUREMENT
  - PLANTED MEASUREMENT

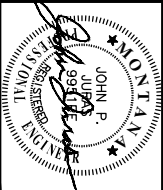
CONSTRUCTION DRAWINGS  
FOR  
GREAT BEAR SUBDIVISION NUMBER 2, PHASE 2  
GREAT FALLS, MONTANA  
DECEMBER, 2013



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 _____	DATE _____
DESCR _____	
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DESCR _____	
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DESCR _____	

**TD&H**  
Engineering

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WASHINGTON  
IDAHO

GREAT FALLS-BOZEMAN-KALISPELL  
SPOKANE  
LEWISTON

DRAWN BY: TWC  
DESIGNED BY: JPJ  
QUALITY CHECK: DDN  
DATE: 12/1/14  
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 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'ø 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

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 36' 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

SURVEY CONTROL DATA

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 ø	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

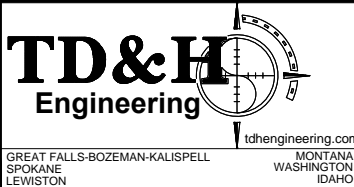
EXISTING

DESCRIPTION

	BARRIER POST
	BUILDING
	CONCRETE
	CONTOUR
	CONTROL POINT
	CURB BOX
	CULVERT
	DELINicator 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
	SPOT ELEVATIONS
	TELEPHONE RISER
	TEMPORARY BENCHMARK
	TRAFFIC SIGN
	UNDERGROUND FIBER-OPTIC
	VALVE
	WATERLINE



REVISIONS		
BY	DATE	
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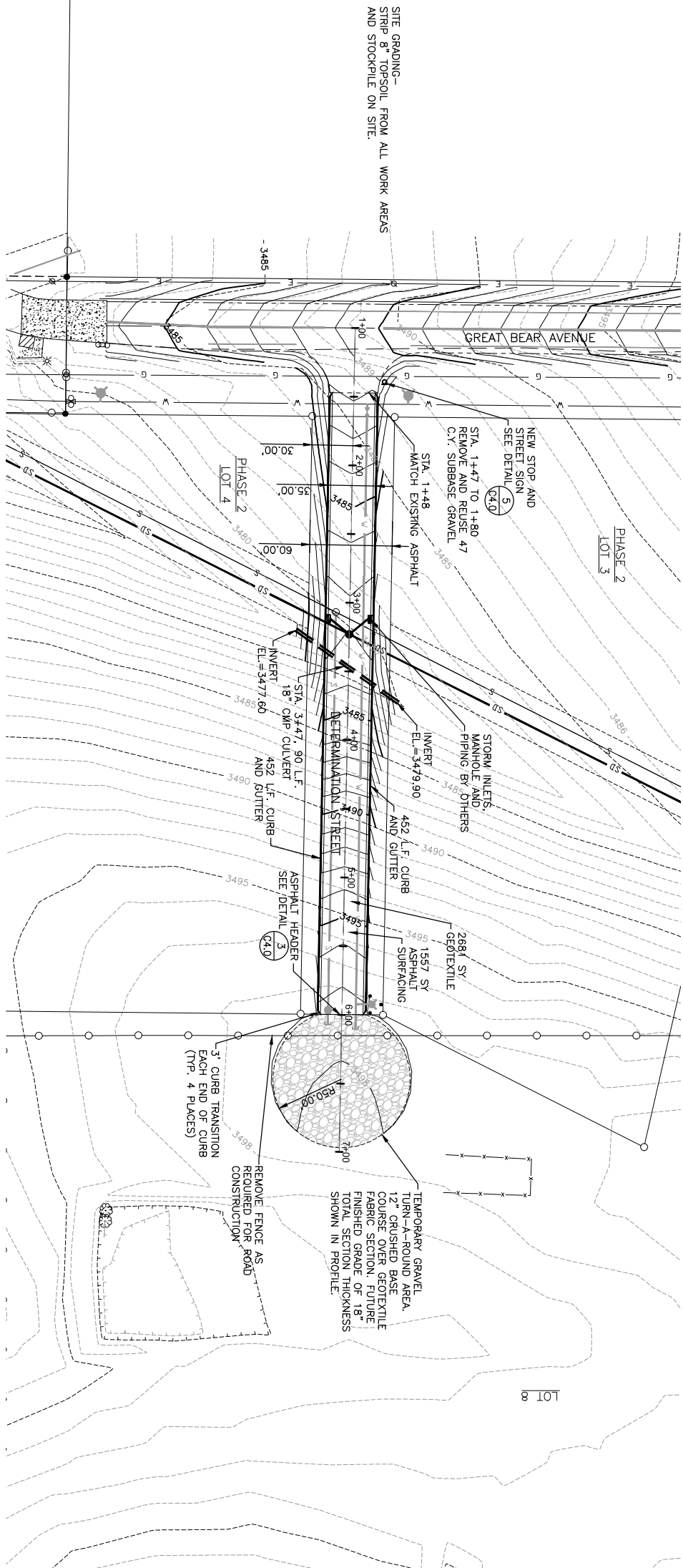
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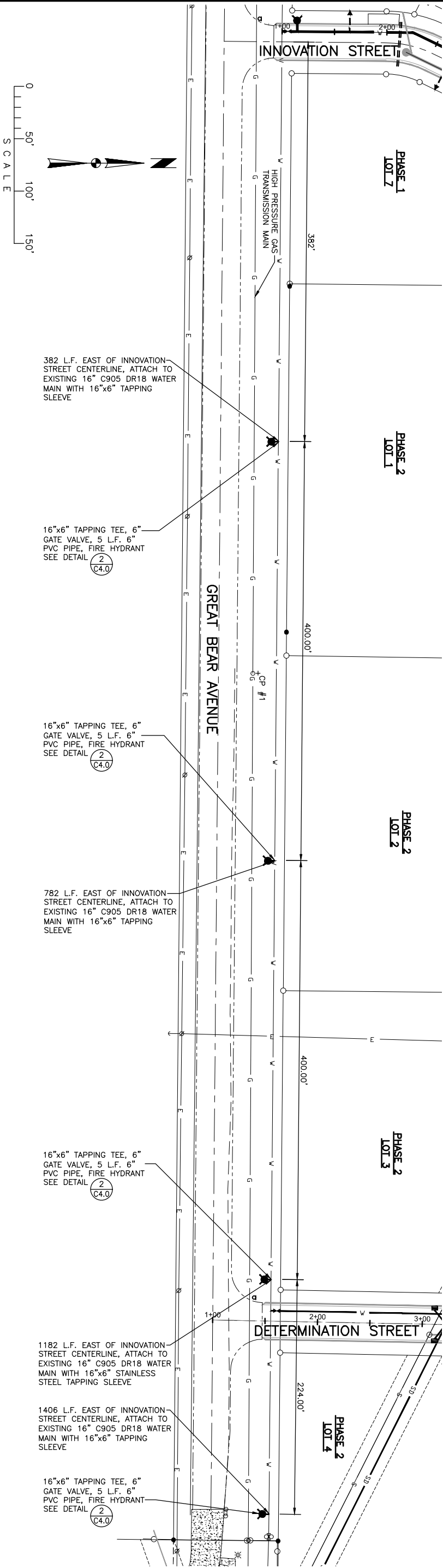
GREAT FALLS-BOZEMAN-KALISPELL  
SPOKANE WASHINGTON IDAHO  
LEWISTON

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

NOTES, ABBREVIATIONS  
SURVEY DATA AND LEGEND

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





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

GREAT BEAR AVENUE FIRE HYDRANTS

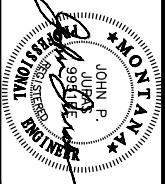
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DESIGNED BY: JPJ  
QUALITY CHECK: DDN  
DATE: 12/1/14  
JOB NO. 10-276  
FIELDBOOK

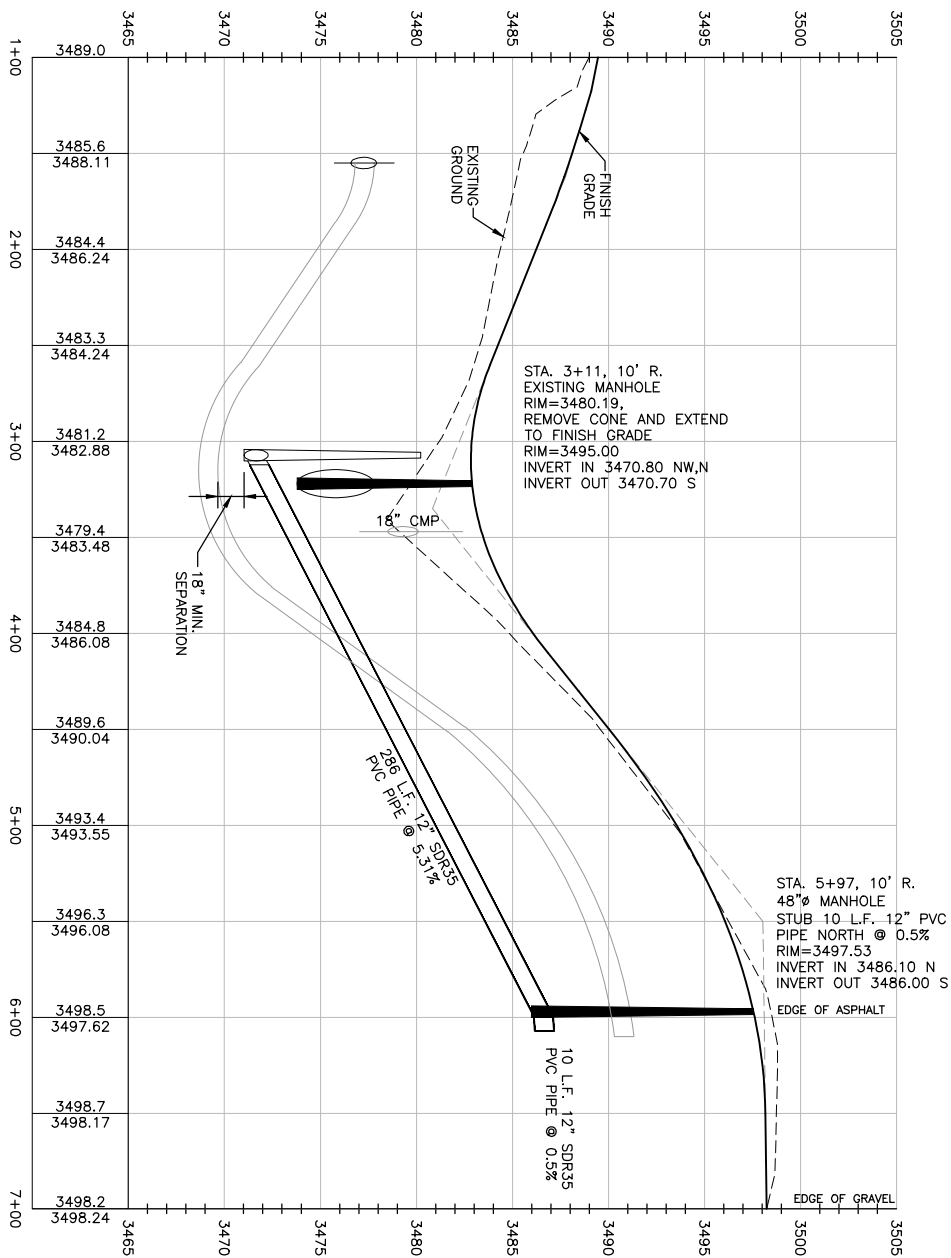
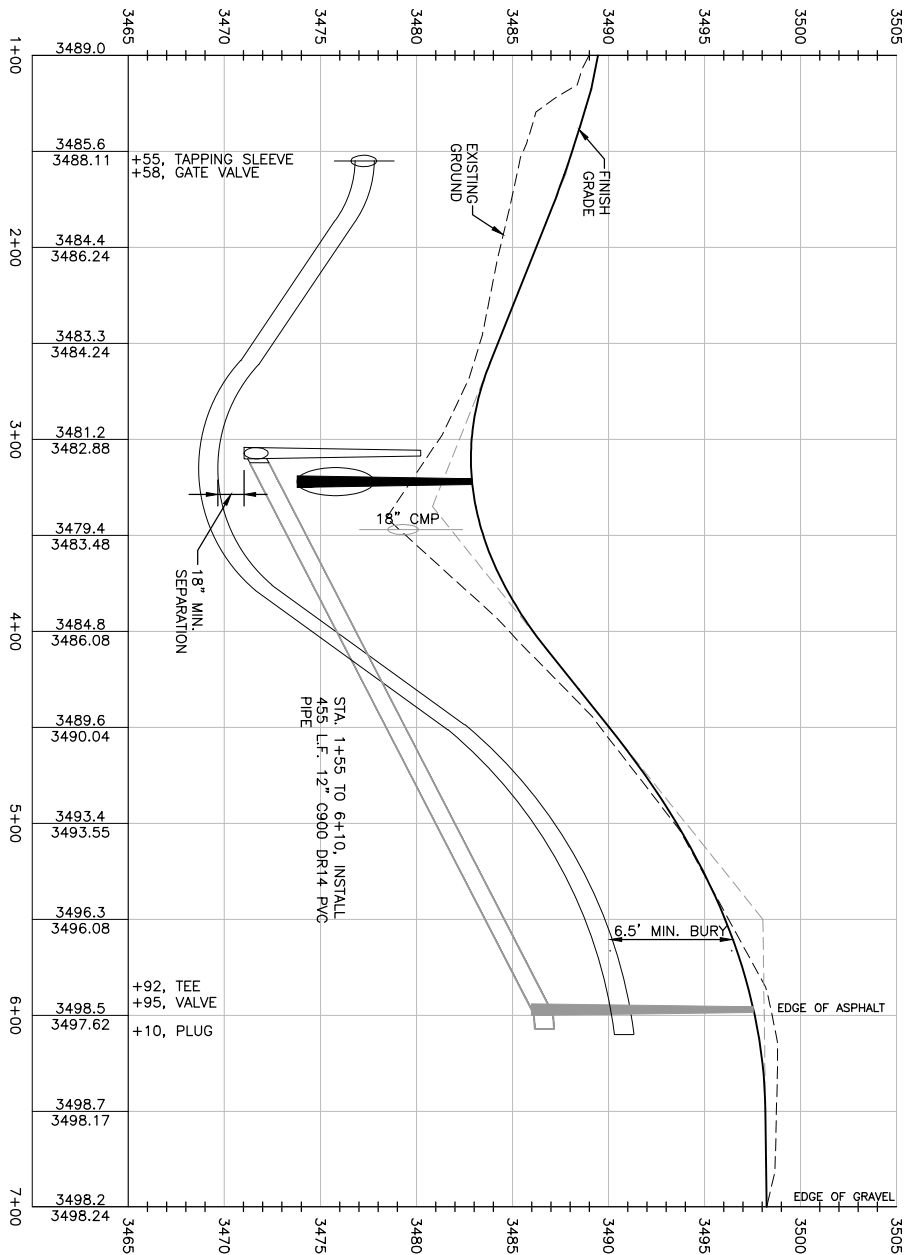
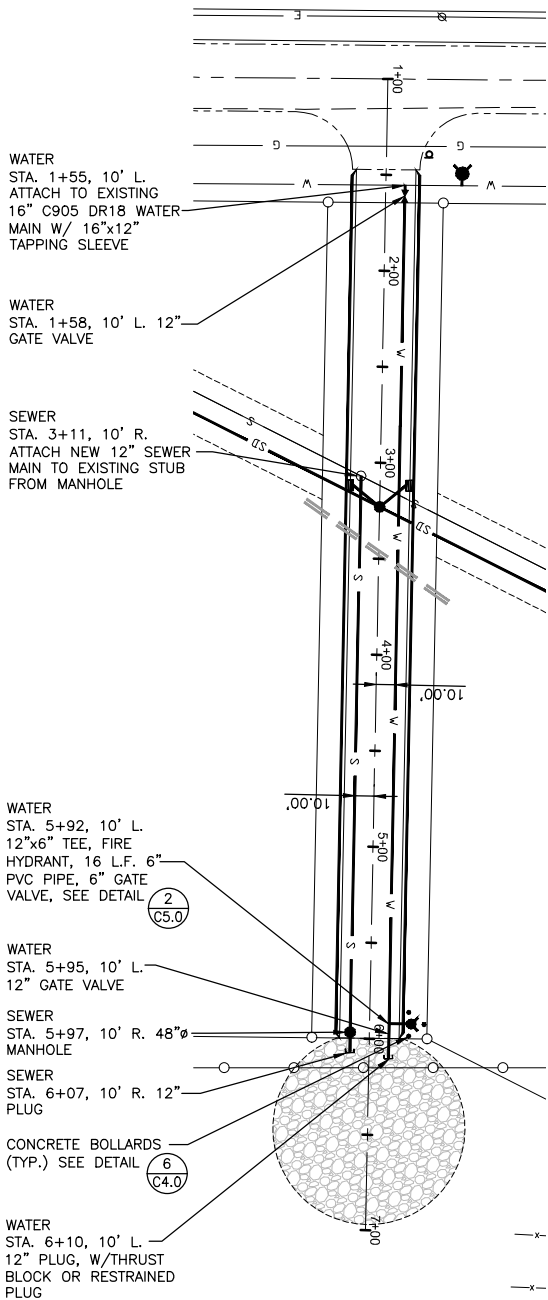
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MONTANA  
WASHINGTON  
IDAHO

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





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: TWC  
DESIGNED BY: J.P.J.  
QUALITY CHECK: DDN  
DATE: 12/1/14  
JOB NO. 10-276  
FIELDBOOK

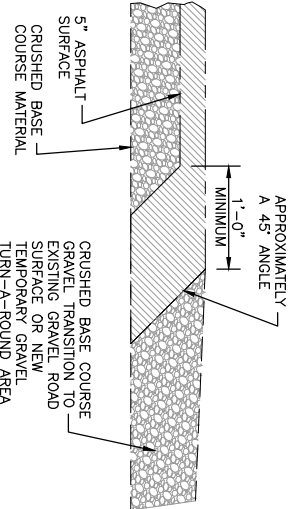
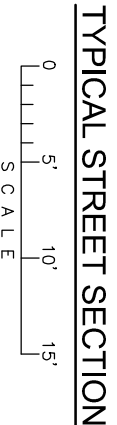
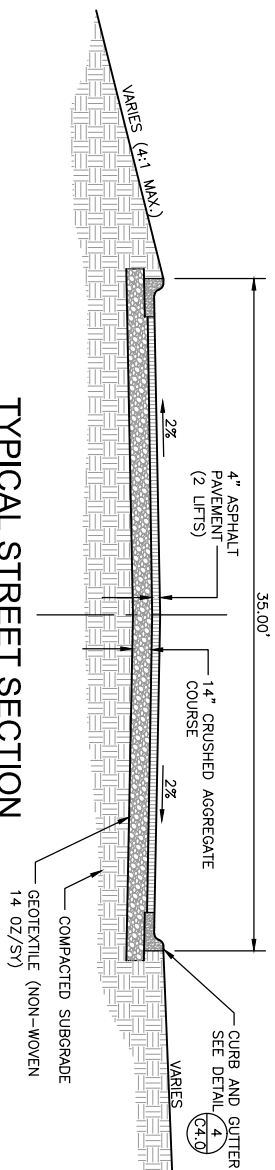
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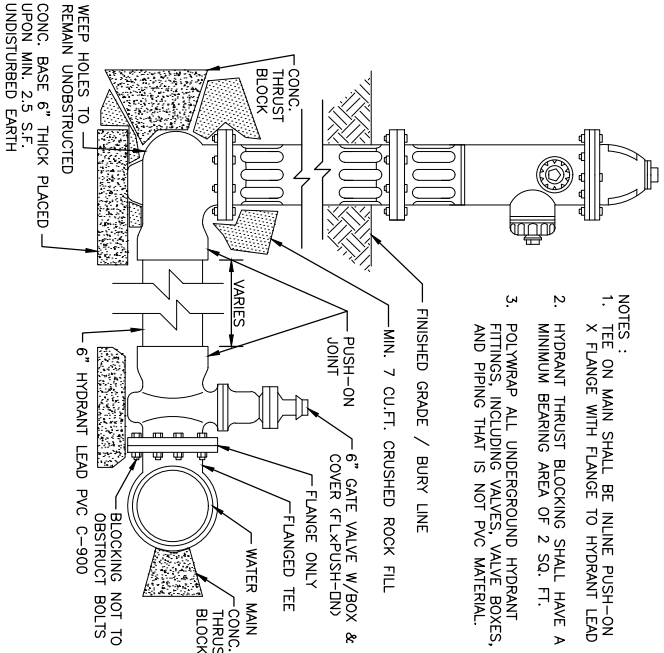
GREAT FALLS-BOZEMAN-KALISPELL  
SPOKANE WASHINGTON  
LEWISTON IDAHO

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BY _____	DATE _____
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DESCR _____	
BY _____	DATE _____
DESCR _____	





**ASPHALT HEADER DETAIL**



**FIRE HYDRANT DETAIL**

**TEE**

**TEE (plugged)**

**BEND**

THRUST BLOCK BEARING AREAS (SQ. FT.)				
PIPE SIZES	TEES & PLUS	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

**REDUCER**

NOTE :

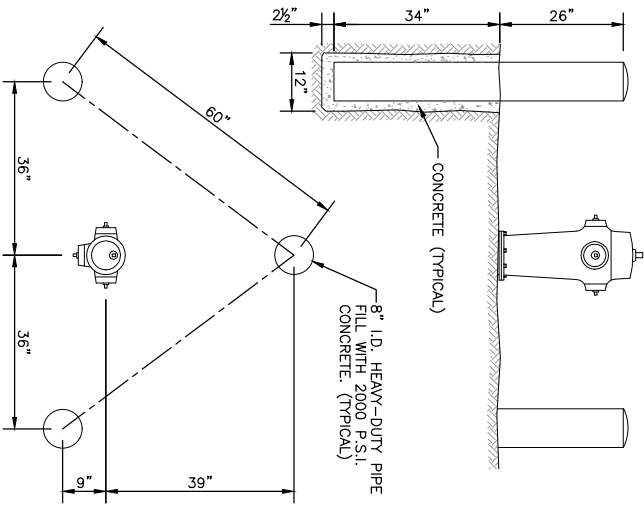
1. THIS TABLE IS BASED ON 150 P.S.I. MAIN PRESSURE; 2000 P.S.F. SOIL PRESSURE.

2. WRAP ALL FITTINGS WITH POLYETHYLENE.

3. USE 3000 P.S.I. CONCRETE.

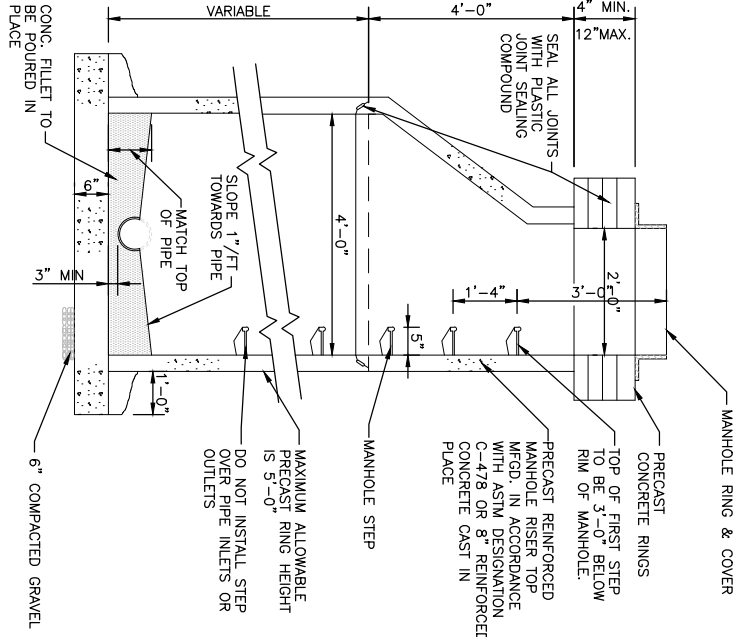
THRUST BLOCK BEARING AREA. SEE TABLE FOR BEARING AREA REQUIREMENTS.

**THRUST BLOCK DETAIL**



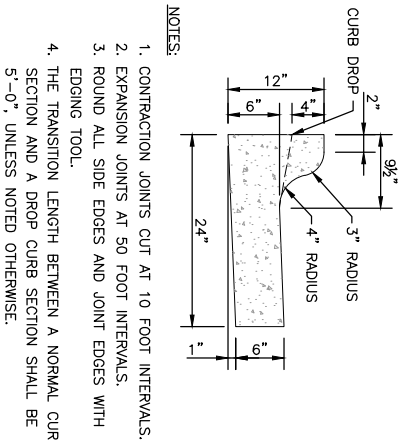
- NOTE:
1. STEEL TO BE CUT ON BEVEL AND GROUND SMOOTH.
  2. POST NOT REQUIRED WHERE NATURAL BARRIERS EXIST.

**BOLLARD DETAIL**



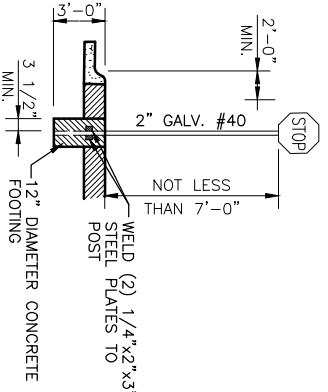
NOTE: MANHOLE DEPTH TO BE MEASURED VERTICALLY FROM LOWEST INVERT TO TOP OF FRAME.

**SANITARY SEWER MANHOLE DETAIL**

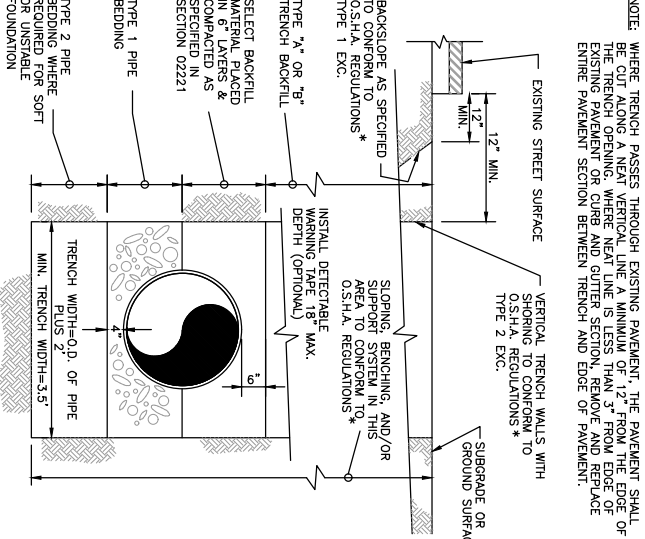


- NOTES:
1. CONTRACTION JOINTS CUT AT 10 FOOT INTERVALS.
  2. EXPANSION JOINTS AT 50 FOOT INTERVALS.
  3. ROUND ALL SIDE EDGES AND JOINT EDGES WITH EDGING TOOL.
  4. THE TRANSITION LENGTH BETWEEN A NORMAL CURB SECTION AND A DROP CURB SECTION SHALL BE 5'-0", UNLESS NOTED OTHERWISE.

**CURB AND GUTTER DETAIL**

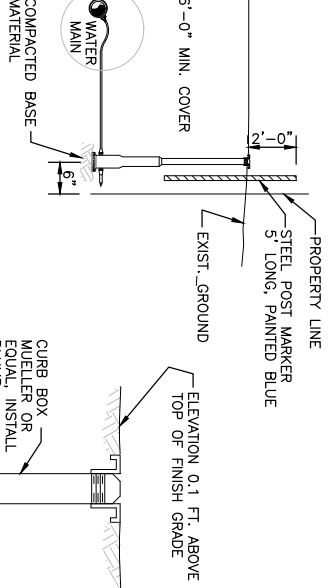


**STREET SIGN DETAIL**



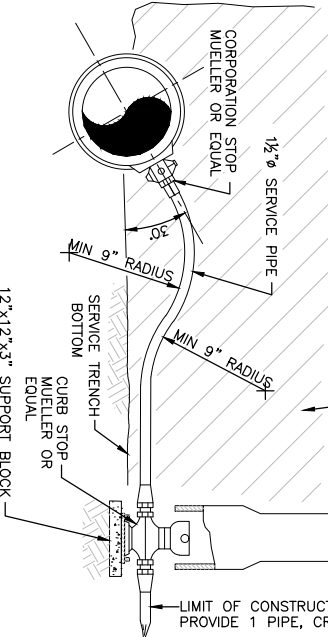
NOTE: WHERE TRENCH PASSES THROUGH EXISTING PAVEMENT, THE PAVEMENT SHALL BE CUT ALONG A NEAT VERTICAL LINE A MINIMUM OF 12\"/>

**TYPICAL TRENCH DETAIL**



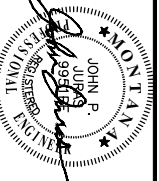
- GENERAL NOTES:
1. WATER SERVICE LINES SHALL HAVE A MIN. COVER OF 18\"/>
  2. WHEN SERVICE LINES ARE LAID TO A STREET SIDE WHICH HAS OPEN SIDEWALKS, SERVICE LINES SHALL BE INSTALLED WHERE SHOWN ON THE DRAWINGS OR AS SPECIFIED.
  3. THE BEDDING SHALL BE 3/4\"/>
  4. WRAPE CURB BOX IN POLYETHYLENE.

MATERIAL BACKFILL AREA (SEE SPECIFICATIONS)



**WATER SERVICE DETAIL**

REVISIONS			
BY	DATE		
DESCR			
BY	DATE		
DESCR			
BY	DATE		
DESCR			







## 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

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.

NorthWestern Energy

By : \_\_\_\_\_

Its : \_\_\_\_\_

DALI LLC (Customer)

By : \_\_\_\_\_

Date : \_\_\_\_\_

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.
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 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.

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.

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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.



NorthWestern Energy

By : \_\_\_\_\_

Its : \_\_\_\_\_

DAI LLC (Customer)

By : \_\_\_\_\_

Date : \_\_\_\_\_