SOUTH BILLINGS BOULEVARD TAX INCREMENT FINANCING ASSISTANCE APPLICATION

Pr	oject Name: South Frontage Road Waterline Extension Date Submitted: 3/3/2023								
	APPLICANT INFORMATION								
1.	Name: Billings Logistics Center One, LLC								
2.	Address: _ 1776 Peachtree Street NW, Suite 110, Atlanta, GA 30309								
3.	Telephone Number: 205-306-5924								
	PROJECT INFORMATION								
1.	Building Address: South Frontage Road - Please see "Exhibit A - Project Location"								
2.	Legal Description:								
3.	. Ownership: City of Billings								
4.	Address:								
5.	. If property is not owned by the Applicant, list leasehold interests (Attach evidentiary materials.)								
	Lessor's Name:								
	Lessor's Address:								
6.	Existing/Proposed Businesses: N/A								
7.	Business Description: N/A								
8.	Employment: Existing FTE jobs N/A								
9.	New Permanent FTE jobs created by project <u>N/A</u> Construction FTE jobs <u>N/A</u>								
10	. Architectural Firm: Performance Engineering								
	Address: 608 North 29th Street, Billings, MT 59101								

Representative: Scott Aspenlieder

8. Description of Project: (Attach narrative explanation.)

Please see Exhibit B - Project Overview

9. Rehabilitation/construction plans: (Attach schematics, site and landscaping plans.)

Please see Exhibit C - Construction Plans (As-Builts)

10. Project Schedule: (Attach time line or schedule through completion.)

Project Complete

CRITERIA FOR REVIEW

Materials contained in TIF Assistance applications are used to assess the merits of projects in relation to the goals and objectives of the South Billings Urban Renewal Master Plan and in relation to other District development and urban renewal projects. Projects will be evaluated based on the following criteria.

Relevance to the South Billings Urban Renewal Master Plan – This document is available
 on SBURA's website (www.southbillings.org).
 This project expanded and improved City of Billings water infrastructure and provided direct water service to properties along

This project expanded and improved City of Billings water infrastructure and provided direct water service to properties along South Frontage Road. As stated in the City Council Minutes from project compensation approval in March 2022, the project benefits both the City and current and future property in the City along South Frontage Road.

2. **Economic Stimulus** – The amount of economic activity to be generated by the project.

This project extended City water service to be accessible to 8 parcels, which previously did not have public water service and were not in a position to be used by/for local businesses.

3. **Tax Generation** – The increase in taxable value due to new construction/rehabilitation as estimated by the County Assessor's office.

N/A

4. **Employment Generation** – Total employment generated by the project assessed in terms of new permanent and part-time jobs, and construction jobs.

N/A

5. **Elimination of Blight** – The project's direct and indirect impact on the physical and fiscal condition within the District.

N/A

6. **Special or Unique Opportunities** – The extent to which the project represents a unique opportunity, meets a special need, or addresses community goals. The provision of public space or workforce housing are examples of special and unique opportunities.

N/A

7. **Impact Assessment** – The extent of both positive and negative environmental impacts, appropriateness of the project design, and impact on existing businesses or residents.

This project had no negative environmental impacts. It provides City of Billings water service to 3,510 linear feet of street frontage along South Frontage Road, creates an improved water pressure loop, and gives immediate water service to 8 parcels on South Frontage Road - creating opportunity for current and future businesses and/or residents.

8.	Financial Assistance – Other forms of financin participation and state and federal grant monitonial N/A	-
9.	Project Feasibility – Demonstration of market N/A	demand for the project
10	Developer's Ability to Perform – Applicant's complexities of the project based on past performeroject Complete	, ,
11.	Timely Completion – The feasibility of comple project schedule. Project Complete	ting the project according to the Applicant's
	PROJECT	COSTS
Lar	nd and Site Improvements (Itemized) Please s	ee Exhibit D - Project Cost Overview
	1. Equity in Land and Buildings	\$ <u>N/A</u>
	2.	\$
	3.	\$
	4.	\$
	Subtotal	\$
Со	nstruction/Rehabilitation Costs (or attach sepa	arate statement)
	1. Western Municipal Construction Contract	\$ 750,202.24 (Reimbursed by City of Billings and SBURA TIF)
	2.	\$
	3.	\$
	4.	\$
	5.	\$
	6.	\$
	7.	\$

	8.		\$			
<u>Fees</u>	Subtotal		\$	750,202.24	!	_
	1. Architectu	ral design/Supervision	n \$	53,052.52		
	2. Permits		_ \$			
		mance Bond Premium Private Contract Fee	_ \$	14,575.00 42,511.61		
	Subtotal		\$	110,139.13		-
Total I	Project Develop	oment Costs	\$	864,991.36	Reim	bursement Request Total = _ \$110,139.13
					Reimbur	sement Request BLCO ONLY = \$30,523.56
		PRO.	JECT FINAN	CING		400,020.00
Please	complete Sources	of Funds detail and sumn	narize below.			
Develo	oper Equity					
	Cash Invested	i	\$	864,991.36	Billing	Total investment by gs Logistics Center One, LLC, KSKC Properties, LLC,
	Land & Buildi	ngs	\$		and Torg	erson's Real Estate Holdings, LLC
	Other (Specify	y)	\$			
			\$			<u></u>
	Subtotal		\$			
<u>Lende</u>	r Commitment	<u>s</u> (Attach evidence i.e	. Letters of	Credit or oth	er docum	entation.)
	Lender Payment/Peri	Loan Amount iod	Interest		Term	
		\$	%	yr	s \$	/Month
		\$	%	yr	s \$	/Month
	Total Loan An	nount			\$_	

DEVELOPER STATEMENT OF QUALIFICATIONS AND FINANCIAL RESPONSIBILITY

Applicant

1.	Name: Billings Logistics Center One, LLC									
	Address: 1776 Peachtree Street NW, Suite	e 100, Atlanta, GA 30309								
2.	. If the applicant is not an individual doing business under his/her own name, the applicant has the status indicated below and is organized or operating under the laws of									
3.	3. The applicant is: A corporation.									
	A nonprofit or charitable inst	itution or corporation								
	A partnership known as									
	X Other (explain):Limited L	ability Company								
	Date of organization: March 2022									
4.	4. Names, address, title of position (if any), and nature and extent of the interest of the officers and principal members, principal shareholders, investors, or partners of the applicant.									
	ame and Address	Nature and Extent of Interest								
17	eb Brees 776 Peachtree Street NW, Suite 110 Authorized Member Atlanta, GA 30309									

Financial Condition

1. Provide a current financial statement for each private entity involved in the project.

Documentation of financial capacity may include net worth statements, balance sheets, or profit and loss statements.

Project Complete

2.	Has the applicant or any individual or entity affiliated with the development of this project been adjudged bankrupt, either voluntary or involuntary, within the past ten years? NoX Yes If yes, give date, place, and under what name:
3.	Has the applicant or any individual or entity affiliated with the development of this project been indicted for or convicted of any felony within the past ten years: NoX Yes If yes, give date, charge, place, court and action taken for each case.
	CONSTRUCTION CONTRACTOR
1.	Identify the construction contractor or builder who will undertake this project.
	Name: Western Municipal Construction
	Address: 5855 Elysian Road, Billings, MT 59101
2.	Has such contractor of builder ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a construction or development contract within the last ten years? NoX Yes If yes, explain.

CERTIFICATION

I (we),	Billings Logistics Center One,	LLC	(please print),
certify that the	statements and estimates within t	his Applicatio	n as well as any and all
	submitted as attachments to this the best of my (our) knowledge and		r under separate cover are true
Signature		Signature _	
Title		Title Author	rized Member
Address		Address <u>17</u>	76 Peachtree Street NW, Suite 100
			Atlanta, GA 30309
Date		Date	3/3/2023

Exhibit A - Project Location



Exhibit B - Project Overview

Project Overview

The South Frontage Road waterline extension project consisted of the installation of approximately 3,510 linear feet of new 12" water main to connect existing water facilities at Washington Street to the west to Garden Avenue to the east, creating an improved water pressure loop and water infrastructure for the City of Billings. This extension gives immediate water service access to 8 parcels along South Frontage Road.

The project was performed as part of Private Contracts P-748 and P-787, which were publicly bid and performed by Western Municipal Construction. The obligation of KSKC Properties, LLC and Torgerson's Real Estate Holdings, LLC to extend the water line is contemplated in Compensation Agreements between the City of Billings and the two private property owners (reference Exhibits F and G), with compensation approval further detailed in City Council Meeting Minutes dated 03/14/2022. Billings Logistics Center One, LLC oversaw the project as a third-party agent and costs of the work were split between the parties based on Linear Footage of property.

Through the Compensation Agreements mentioned above and approved City of Billings CIP budget for the project, the total approved compensation from City of Billings is \$371,245 and the total approved compensation from TIF is \$474,177. These approved values translate to a \$854,422 overall budget for the project, which is included and further detailed in "Exhibit E - City Council Memo 3.14.22". Actual reimbursement is outlined as being based on 100% of actual costs incurred for the project, and approved project budget includes "Planning, Design, Engineering, and Construction". Section 2(a) of the compensation agreements limits the compensation to approved FY23 CIP budget, or \$854,422, and further clarify compensation will be based on final total project costs. City Council outlined in the 03/14/2022 City Council Meeting that the approved CIP budget and Compensation Agreement Section 2(a) would serve as protection from project cost overrun.

The construction was completed in August 2022 and approved by City of Billings in September 2022. The City of Billings and TIF reimbursed KSKC Properties, LLC and Torgerson's Real Estate Holdings, LLC for 100% (50% paid by each) of the Western Municipal Construction contract value (\$750,202.24).

The remaining \$110,139.13 in project costs contemplated in this application are outlined below:

\$53,052.52 for engineering and geotechnical inspections during construction required to put the water line in place, and required by MDT and City of Billings. With the construction hard costs and these mandatory inspections, total project cost to put work in place totaled \$803,254.76 - less than approval overall budget.

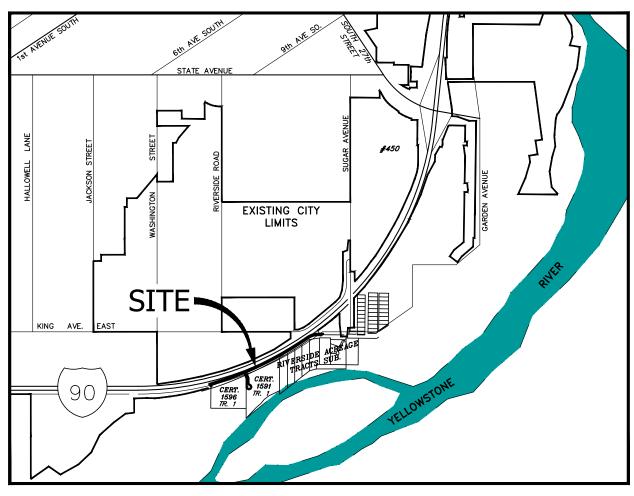
\$42,511.61 for a Private Contract Fee and \$14,575 for a Performance Bond premium, both required by City of Billings to release utility work to commence. These costs were not included in the City approved overall budget and unknown costs to KSKC Properties, LLC and Torgerson's Real Estate Holdings, LLC, given the obligation to perform the utility extension is outlined in the approved Compensation Agreements.

PRIVATE CONTRACT NO. 748

WATER, SANITARY SEWER, STORM DRAIN AND STREET IMPROVEMENTS FOR C.O.S. 1591 AND C.O.S. 1596 BILLINGS, MONTANA

PREPARED FOR:

KSKC PROPERTIES, LLC P.O. BOX 80601 BILLINGS, MONTANA 59108





SHEET	TITLE
C1.1	COVER SHEET
C2.1	LEGEND AND ABBREVIATIONS
C3.1	OVERALL SITE PLAN - EAST
C3.2	OVERALL SITE PLAN - WEST
C4.1	SOUTH FRONTAGE ROAD - PLAN AND PROFILE STA. 0+00 TO 4+00
C4.2	SOUTH FRONTAGE ROAD - PLAN AND PROFILE STA. 4+00 TO 8+00
C4.3	SOUTH FRONTAGE ROAD - PLAN AND PROFILE STA. 8+00 TO 12+00
C4.4	SOUTH FRONTAGE ROAD - PLAN AND PROFILE STA. 12+00 TO 16+00
C4.5	SOUTH FRONTAGE ROAD - PLAN AND PROFILE STA. 16+00 TO 20+00
C4.6	SOUTH FRONTAGE ROAD - PLAN AND PROFILE STA. 20+00 TO 22+00
C4.7	ACCESS A PLAN AND PROFILE
C4.8	ACCESS B PLAN AND PROFILE
C5.1	DETAILS

RECORD DRAWINGS

THIS DRAWING IS A RECORD OF
AVAILABLE CONSTRUCTION
INFORMATION AND DOES NOT IMPLY
OR WARRANT THAT THE FACILITIES
SHOWN ARE "AS BUILT"

SEPTEMBER 2022



PROJECT NO: 08099.03 ---- 1300 North Transtech Way Billings, Montana 59102 406.656.5255 sandersonstewart.com

ABBREVIATIONS

	EXISTING	PROPOSED
SANITARY SEWER	SS	
STORM DRAIN	SD	
WATER	w	
CURB AND GUTTER		
EDGE OF ASPHALT	EDGE_OF_EX_ASPHALT	
EDGE OF GRAVEL	EDGE_OF_EX_GRAVEL	
FENCE - BARBWIRE	x	x
FENCE - CHAINLINK/ WOVEN WIRE	<u> </u>	 o
FENCE - VINYL	V	v
FENCE - WOOD		-0
FIBER OPTIC	FO	F0
GAS PIPELINE	G	G
OIL PIPELINE		OIL
UNDERGROUND POWER	P	P
OVERHEAD POWER	——————————————————————————————————————	OHP
TELEPHONE	тт	т
TELEVISION/CABLE	TV	TV
CONTOUR	— — — 3157 — — —	3157
DEMO AREA		

AC = FINISHED GRADE AT ASPHALT

BC = FINISHED GRADE AT BUILDING CORNER

BRK = GRADE BREAK

BFV = BUTTERFLY VALVE

BVC = BEGIN VERTICAL CURVE

CS = CURB STOP

EA = FINISHED GRADE AT EDGE OF ASPHALT

EC = FINISHED GRADE AT EDGE OF CONCRETE

EVC = END VERTICAL CURVE

EW = FINISHED GRADE AT EDGE OF WALK

EX = APPROXIMATE EXISTING ELEVATION

FL = FINISHED GRADE AT FLOWLINE

FT = FEET

FG = FINISHED GRADE

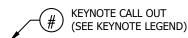
GR = EXISTING GRADE AT GROUND

GV = GATE VALVE

HP = HIGH POINT

LF = LINEAL FOOT

LT = LEFT



PC = POINT OF CURVATURE

PI = POINT OF INTERSECTION

POC = POINT ON CURVE

PRC = POINT OF REVERSE CURVE

PT = POINT OF TANGENCY

PVI = POINT OF VERTICAL INTERSECTION

RED = REDUCER

RT = RIGHT

SD = STORM DRAIN

SDI = STORM DRAIN INLET

SDMH = STORM DRAIN MANHOLE

SRVC = SERVICE

SS = SANITARY SEWER

SSMH = SANITARY SEWER MANHOLE

TC = FINISHED GRADE AT TOP BACK OF CURB

TW = FINISHED GRADE AT TOP OF WALL

WTR = WATER

(TYP.) = TYPICAL

NOTE:

-EXISTING UNDERGROUND INSTALLATIONS & PRIVATE UTILITIES SHOWN ARE INDICATED ACCORDING TO THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF SUCH INFORMATION. SERVICE LINES (WATER, POWER, GAS, STORM, SEWER, TELEPHONE & TELEVISION) MAY NOT BE STRAIGHT LINES OR AS INDICATED ON THE PLANS. STATE LAW REQUIRES CONTRACTOR TO CALL ALL UTILITY COMPANIES BEFORE EXCAVATION FOR EXACT LOCATIONS.

-ALL IMPROVEMENTS SHALL BE PERFORMED IN ACCORDANCE WITH MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS 6TH EDITION, APRIL, 2010, AND THE CITY OF BILLINGS STANDARD MODIFICATIONS, DATED FEBRUARY, 2018.

-UNLESS OTHERWISE SPECIFIED, ALL CONSTRUCTION LAYOUT AND STAKING SHALL BE PERFORMED UNDER THE RESPONSIBLE CHARGE OF A LAND SURVEYOR LICENSED IN THE STATE WHERE IS PROJECT IS LOCATED AND BY A PARTY CHIEF OR ENGINEERING TECHNICIAN EXPERIENCED IN CONSTRUCTION LAYOUT AND STAKING TECHNIQUES AS ARE REQUIRED BY THE SPECIFIC TYPE OF WORK BEING PERFORMED.

SYMBOLS

EXISTING WATER REDUCER PROPOSED WATER REDUCER

EXISTING FIRE HYDRANT

- EXISTING WATER VALVE
- PROPOSED WATER VALVE
- PROPOSED FIRE HYDRANT
- **EXISTING CURB STOP**
- PROPOSED CURB STOP FIRE DEPT. CONNECTION
- (W) WELL

- YARD HYDRANT
- EXISTING SANITARY SEWER MANHOLE
- PROPOSED SANITARY SEWER MANHOLE
- SANITARY SEWER CLEAN OUT
- PROPOSED STORM DRAIN MANHOLE

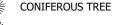
EXISTING STORM DRAIN MANHOLE

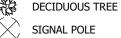
- EXISTING CATCH BASIN
- PROPOSED CATCH BASIN
- **ROOF DRAIN**
- TELEPHONE BOX

- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- 0 COMMUNICATIONS MANHOLE
- (CP) COMMUNICATIONS PEDESTAL
- ΕO FIBER OPTIC PEDESTAL
- (G) GAS MANHOLE
- GAS METER
- 00 GAS WELL
- GAS VALVE
- **ELECTRIC JUNCTION BOX** ELECTRIC PEDESTAL

- Р **TRANSFORMER**
- (E) POWER MANHOLE
- POWER METER
- -0-POWER POLE
- ← GUYWIRE
- X LIGHT POLE
- SIGN
- EXISTING MONUMENT BOX
- PROPOSED MONUMENT BOX
- IRRIGATION BOX

- IRRIGATION VALVE
- BUSH





- 0 FOUND CORNER MONUMENT AS NOTED
- SET CORNER MONUMENT, REBAR WITH CAP



SECTION QUARTER CORNER

SECTION CORNER

BENCHMARK

0

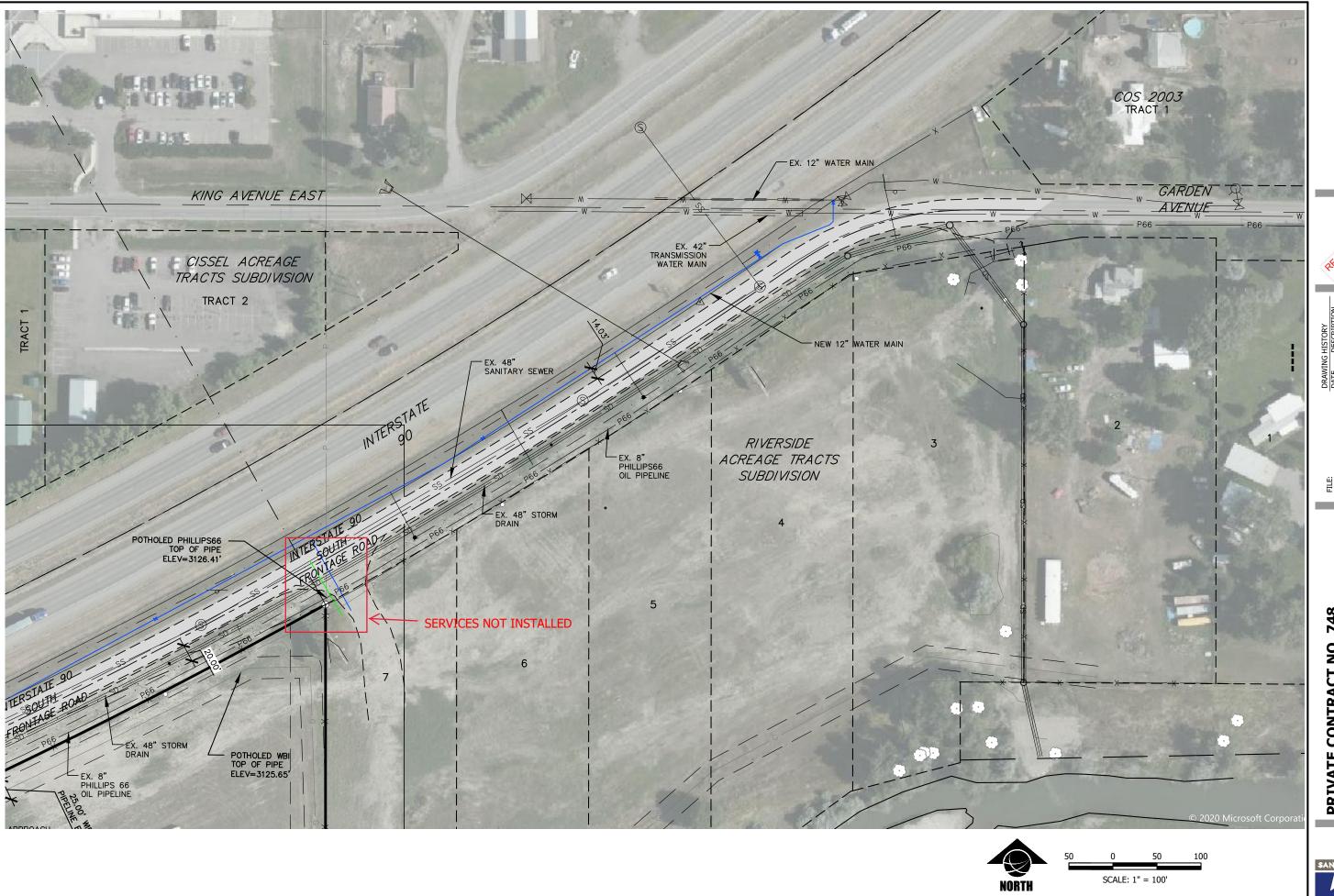
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CONTRACT NO.

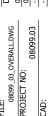
PRIVATE CONTRA WATER, SANITARY SEWER, ST IMPROVEMENTS FOR C.O.S. 1 BILLINGS, MONTANA

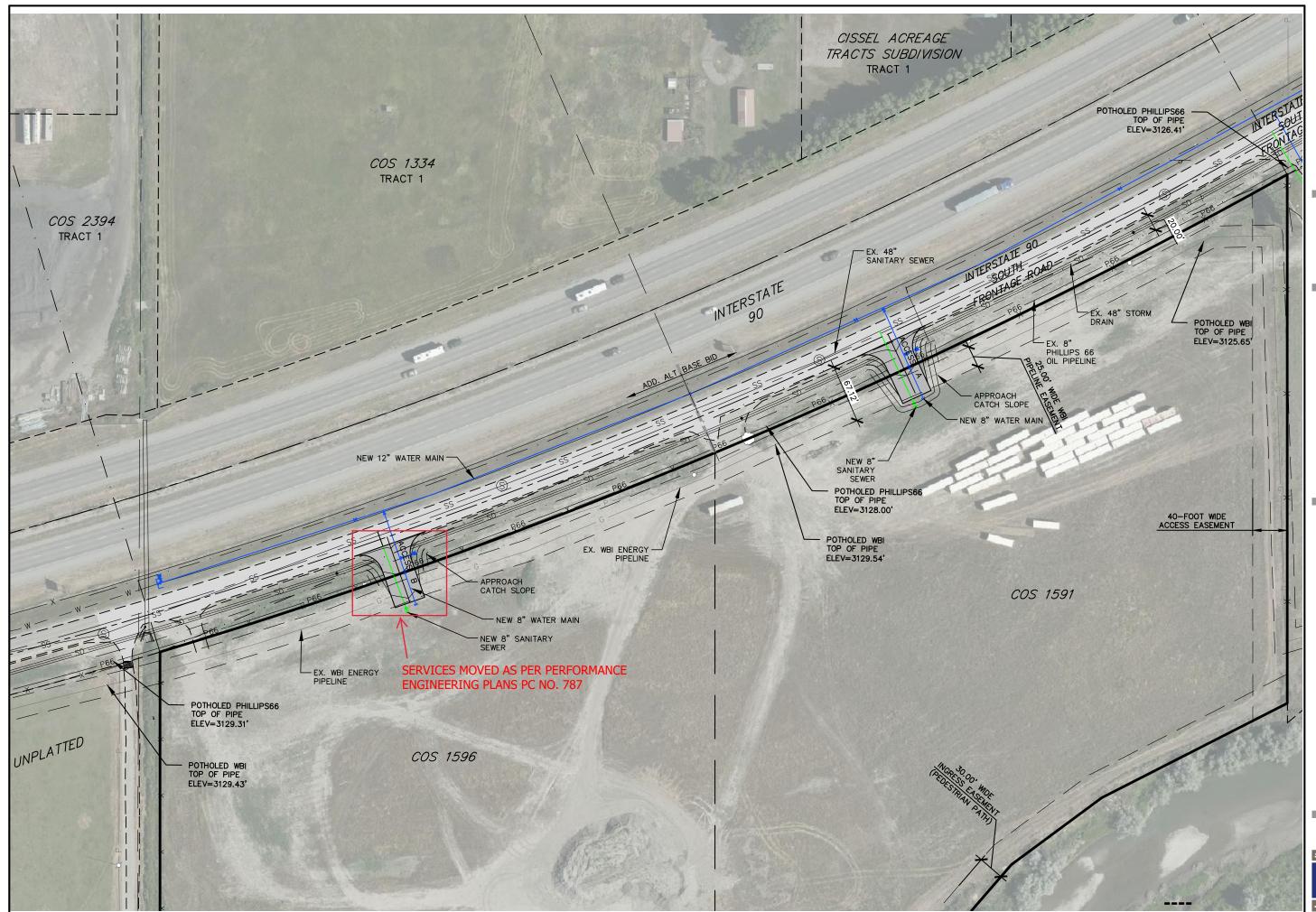








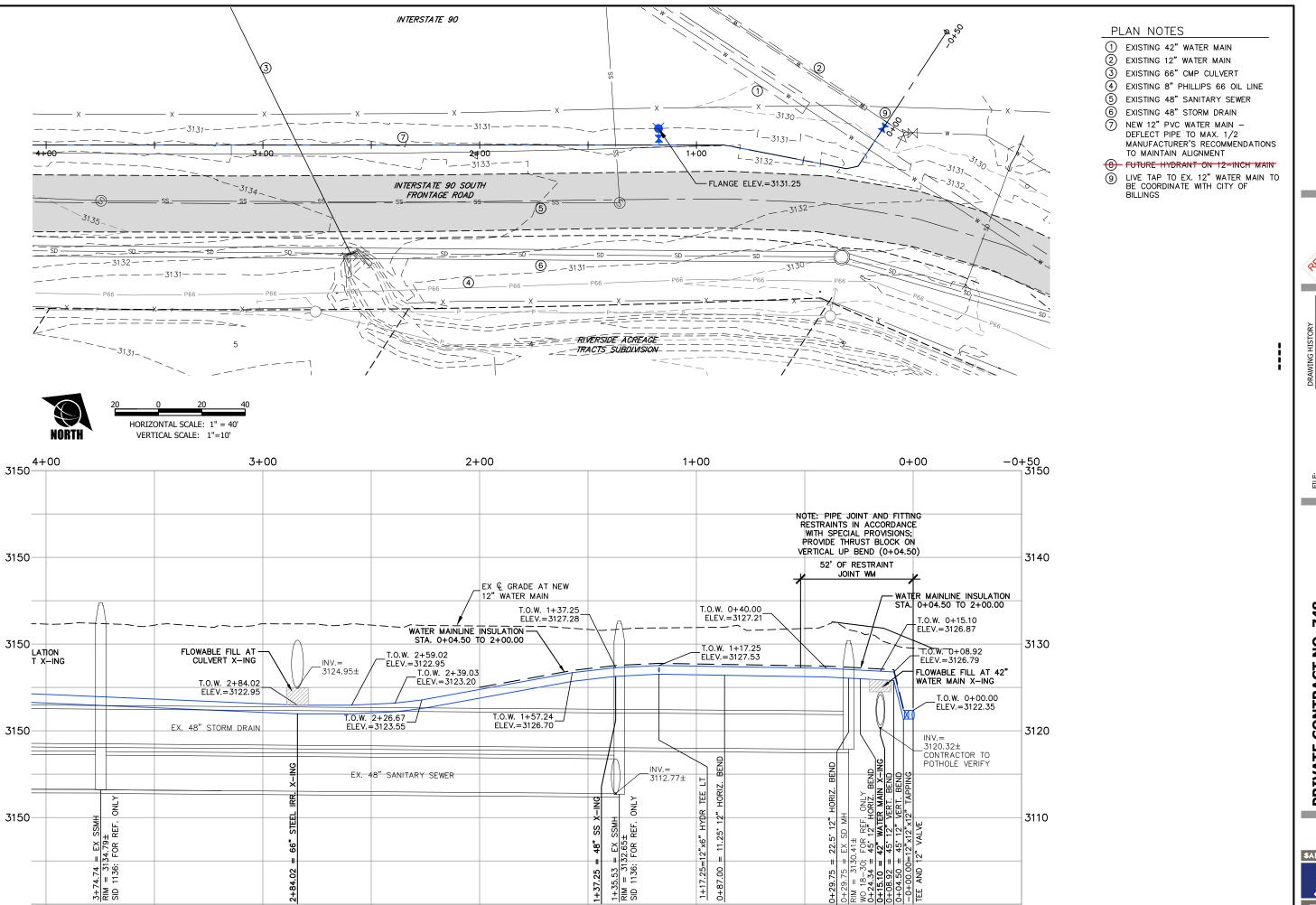












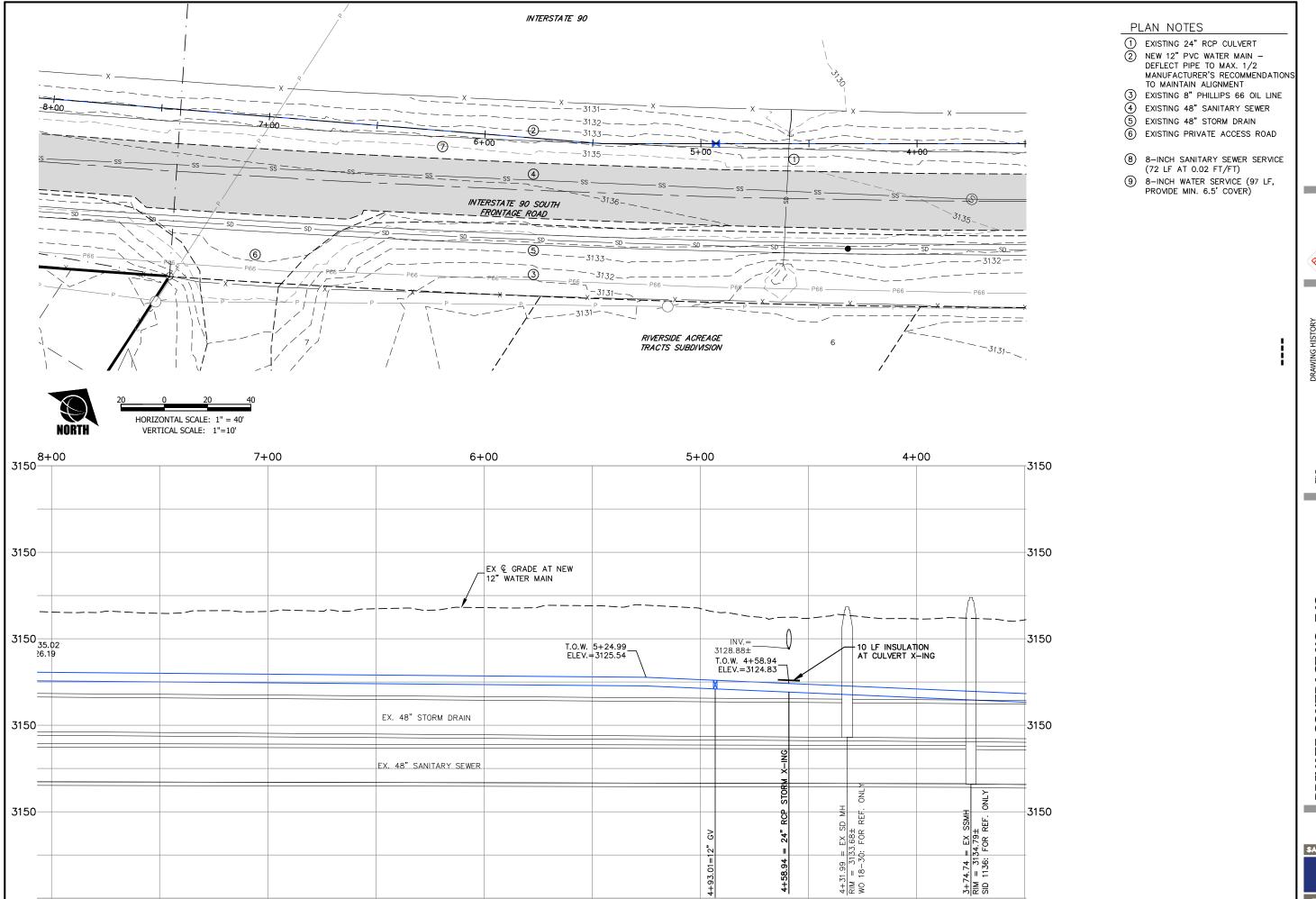






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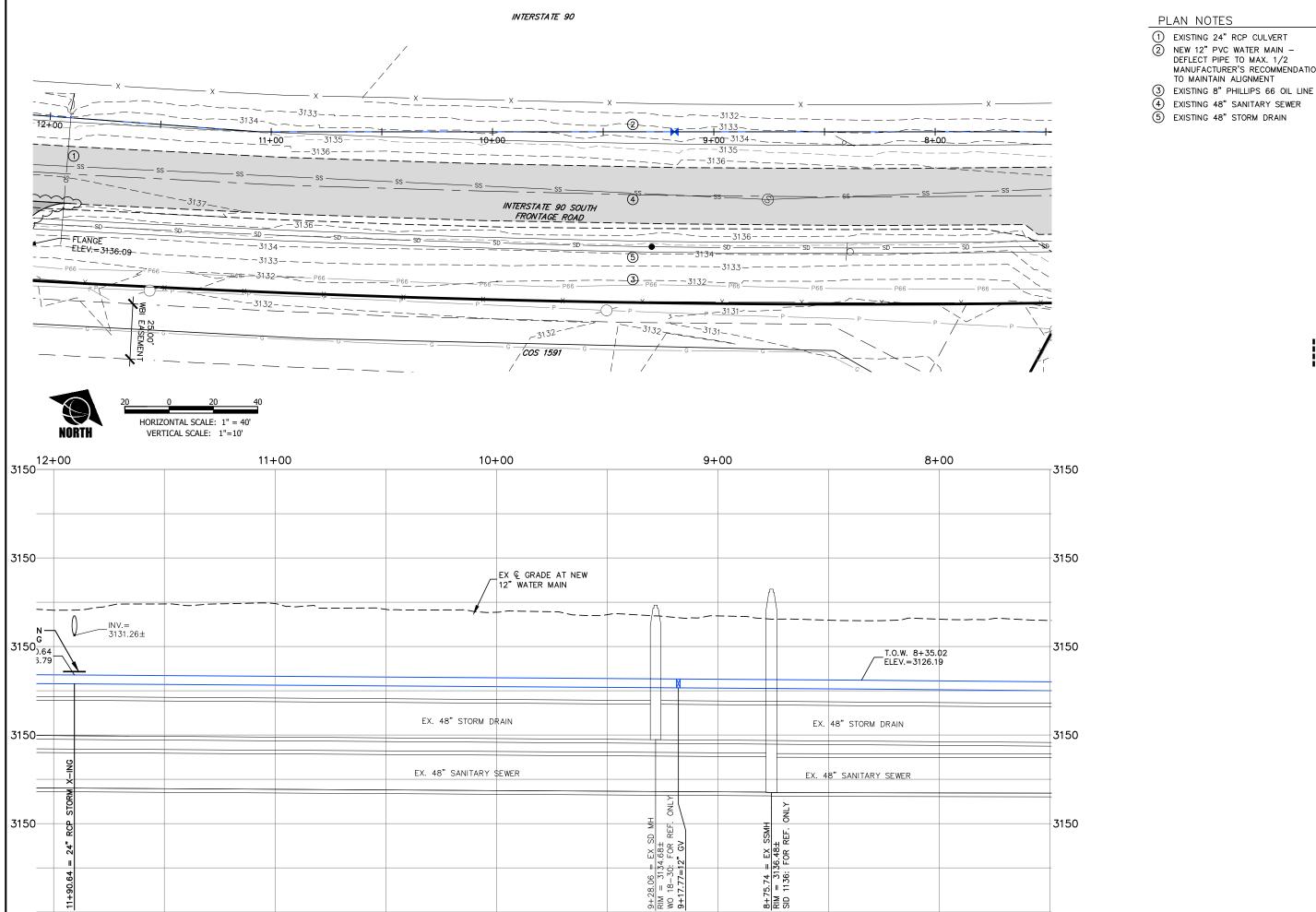


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STEWART

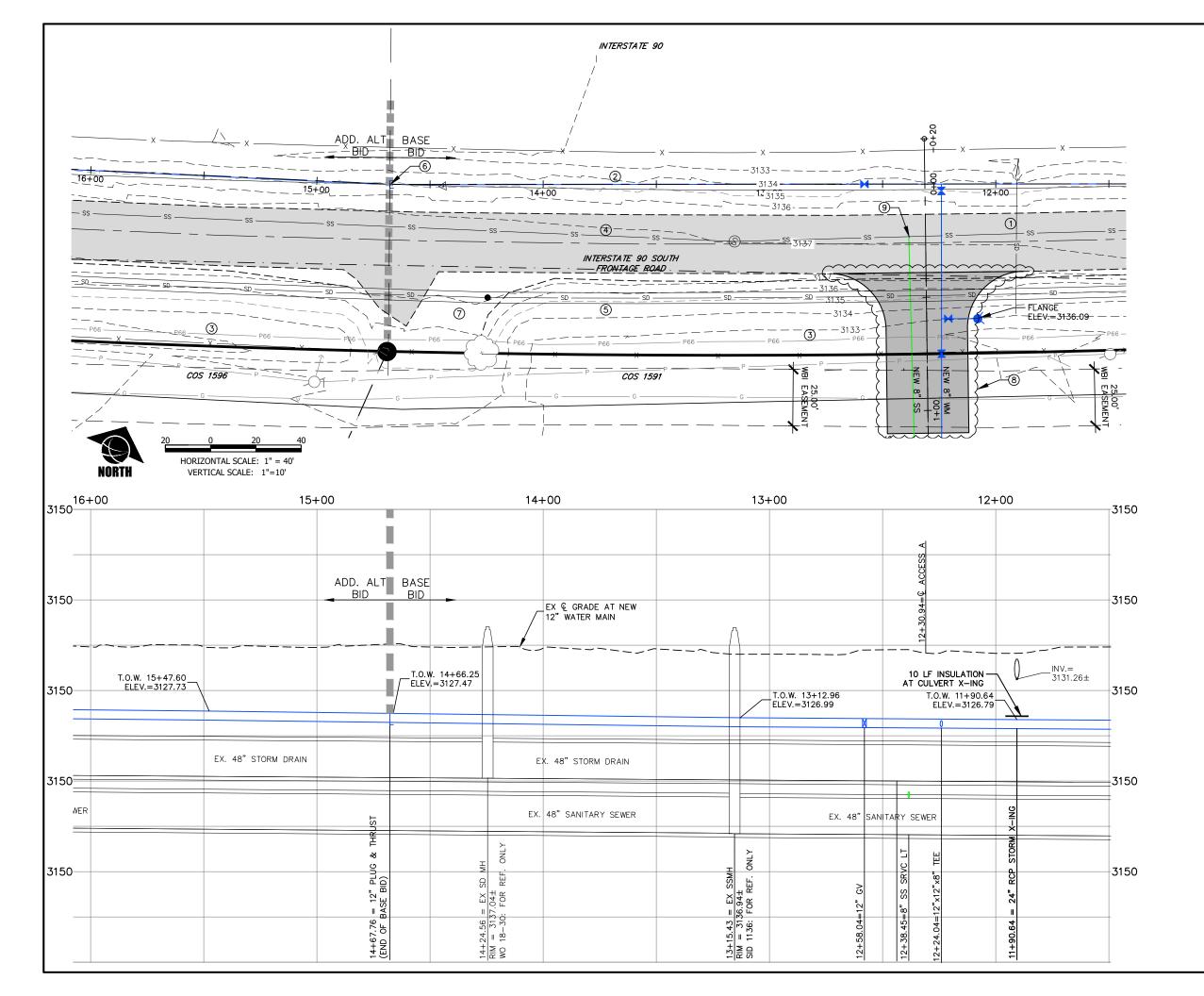
Enduring Community Design





MANUFACTURER'S RECOMMENDATIONS

Enduring Community Design STEWART S



PLAN NOTES

- 1 EXISTING 24" RCP CULVERT NEW 12" PVC WATER MAIN -DEFLECT PIPE TO MAX. 1/2 MANUFACTURER'S RECOMMENDATIONS TO MAINTAIN ALIGNMENT
 - EXISTING 8" PHILLIPS 66 OIL LINE
- 4 EXISTING 48" SANITARY SEWER
- EXISTING 48" STORM DRAIN END OF BASE BID AND BEGIN
- ADDITIVE ALTERNATE BID; PLUG AND THRUST NOT TO BE INSTALLED IF ADDITIVE ALTERNATE IS AWARDED
- EXISTING GRAVEL APPROACH TO COS 1591 TO BE REMOVED; EX. GATE TO BE RELOCATED TO ACCESS A
- APPROACH A REFER TO SHEET C4.7 FOR DEMOLITION AND IMPROVEMENTS
- 9 CORE DRILL AT CONNECTION FOR NEW SERVICES

Enduring Community Design

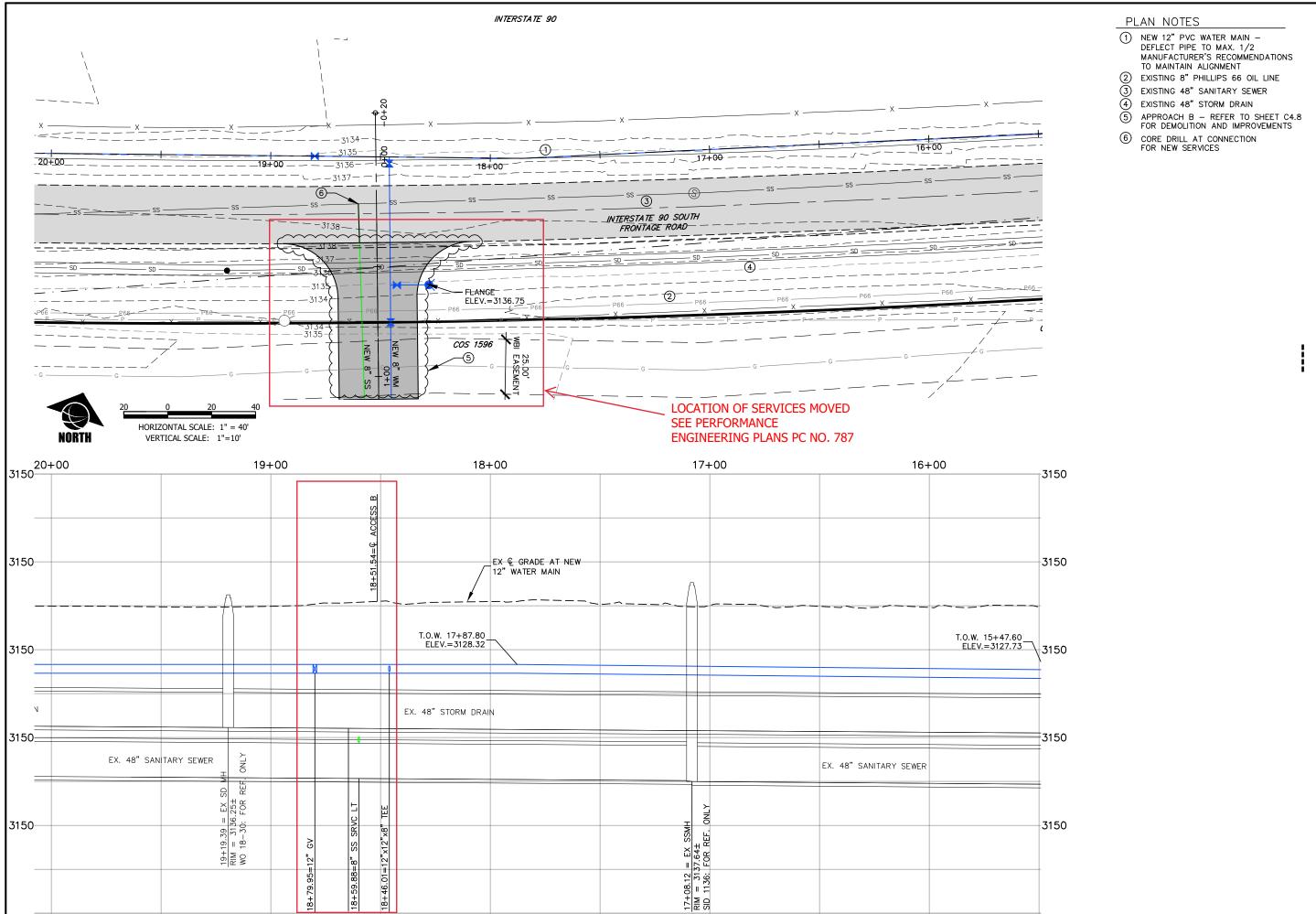
RSON WART

ANDER STE

S

2 12+00

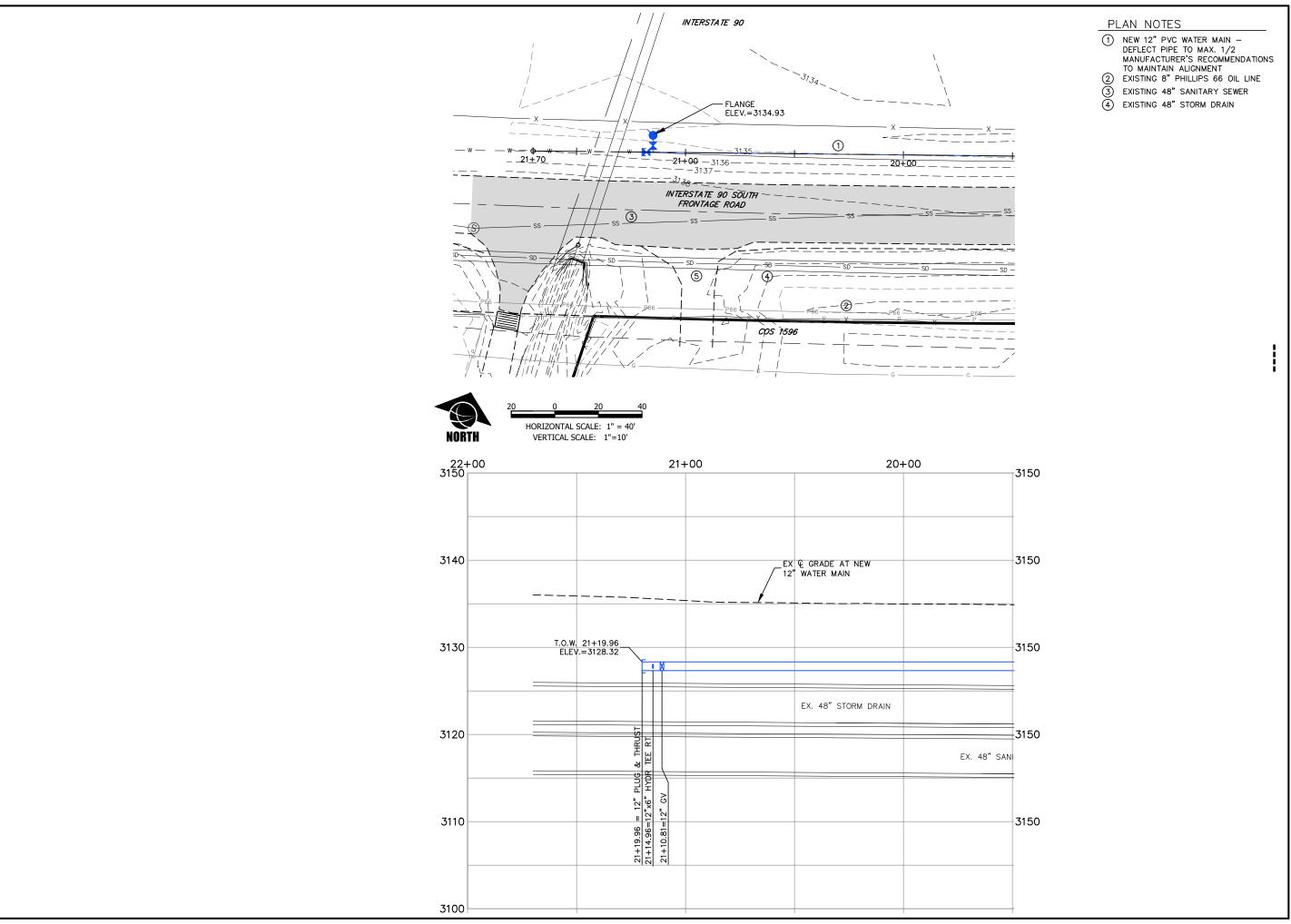








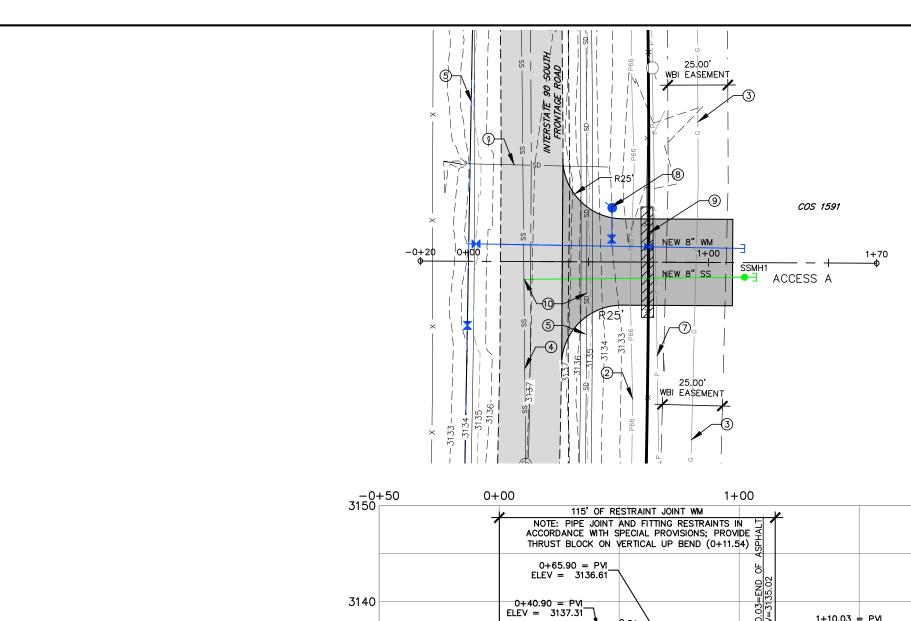


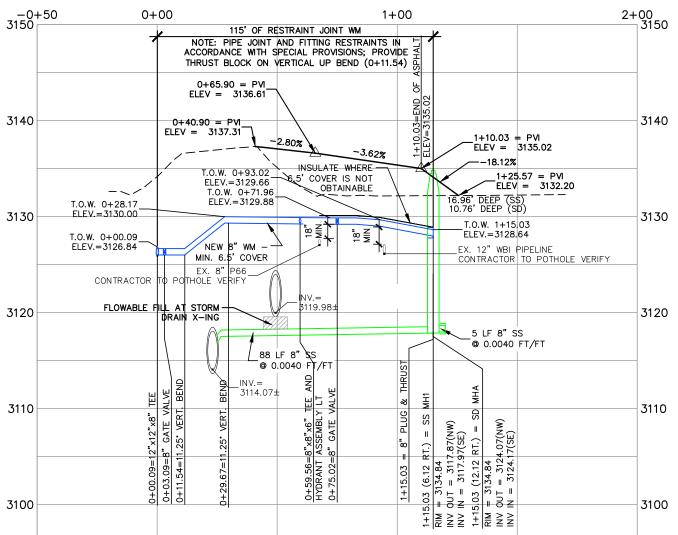




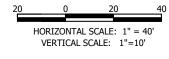
SOUTH FRONTAGE ROAD - PLAN AND PROFILE STA. 20+00 TO 22+00











PLAN NOTES

- EXISTING 24" RCP CULVERT
- EXISTING 8" PHILLIPS 66 OIL LINE
- 3 EXISTING 12" WBI PIPELINE
- 4 EXISTING 48" SANITARY SEWER
- (5) EXISTING 48" STORM DRAIN
- 6 NEW 12" PVC WATER MAIN
- EX. OVERHEAD POWER
- ⑦ ⑧ NEW HYDRANT; FLANGE ELEV.=3136.09
- 9 REMOVE AND DISPOSE OF EX. BARB WIRE FENCE AT APPROACH LOCATION CORE DRILL AT CONNECTION FOR NEW SERVICES

MG .03

FILE: 08099_03_SO FRON_RD_PNP.DV	PROJECT NO: 08099.0	CAD: BMB/SE	QUALITY ASSURANCE:	

Enduring Community Design

STEWART

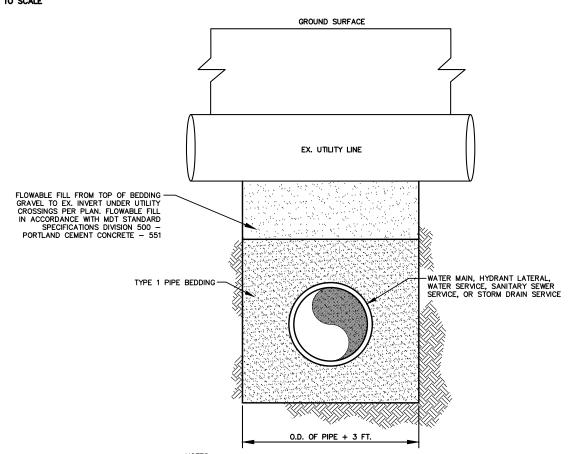
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ACCESS A PLAN AND PROFILE



6" 2 - #4 0.5 1.0 2.0 8" 2 - #6 0.9 1.7 3.4 12" 2 - #6 1.9 3.7 7.2

WATER MAIN VERTICAL BEND JOINT RESTRAINT DETAIL NOT TO SCALE



NOTES:

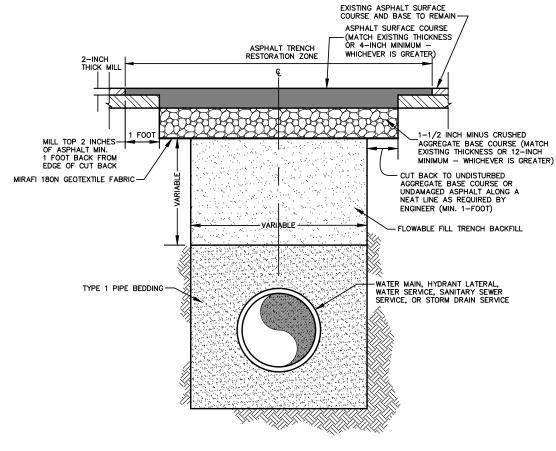
1. SEE CITY OF BILLINGS STANDARD MODIFICATIONS FOR ADDITION TRENCH DETAILS.

2. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR WORK WITHIN MDT RIGHT-OF-WAY

FLOWABLE FILL AT EXISTING UTILITY

CROSSING DETAIL

NOT TO SCALE



NOTES:

1. SEE CITY OF BILLINGS STANDARD MODIFICATIONS FOR ADDITION TRENCH DETAILS.

2. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR WORK WITHIN MDT RIGHT-OF-WAY

ASPHALT SURFACE RESTORATION AND TRENCH DETAIL

NOT TO SCALE

SANDERSON STEWART



MOT REVIEW

MOT REVIEW

EVIEW

MOT REVIEW

G DATE DESCRIPTION

04/01/20 CITY / MDT REVIEW

05/07/20 DEQ REVIEW

AND STREET | PRI | CAI

PRIVATE CONTRACT NO. 748
WATER, SANITARY SEWER, STORM DRAIN AND STREET
IMPROVEMENTS FOR C.O.S. 1591 AND C.O.S. 1596
BILLINGS, MONTANA

C5.1



CONSTRUCTION DRAWINGS FOR

PRIVATE CONTRACT NO. P-787

SOUTH FRONTAGE ROAD WATER IMPROVEMENTS

BILLINGS, MT

MARCH 2022

ISSUED FOR CONSTRUCTION

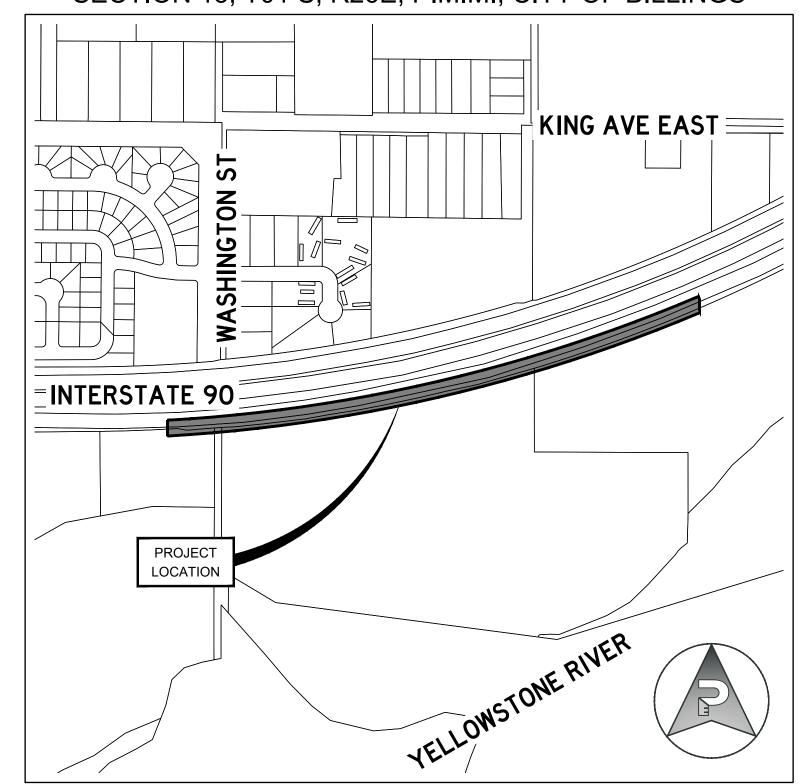
PROJECT LOCATION MAP

INDEX OF SHEETS

BILLINGS

PREPARED FOR CITY OF BILLINGS

SECTION 15, T01 S, R26E, P.M.M., CITY OF BILLINGS



PROJECT AREA MAP

DRAWING NO. SHEET NO. SHEET TITLE G1.0 TITLE SHEET G1.1 SYMBOL & LINESTYLE LEGEND G1.2 ABBREVIATIONS & GENERAL NOTES G1.3 OVERALL SITE MAP C1.0 SOUTH FRONTAGE ROAD WATER EXTENSION STA 0+00 TO STA 5+00 C1.1 SOUTH FRONTAGE ROAD WATER EXTENSION STA 5+00 TO STA 10+00 C1.2 SOUTH FRONTAGE ROAD WATER EXTENSION STA 10+00 TO STA 13+25 C1.3 SOUTH FRONTAGE ROAD WATER EXTENSION FIRE HYDRANT PLAN & PROFILES C1.4 SERVICE CROSSING PLAN & PROFILE REVISED ACCESS B PLAN AND PROFILE C2.0 D1.0 **DETAILS**

PREPARED BY



APPROVED BY

PROJECT MANAGER

ROBERT NEIHART

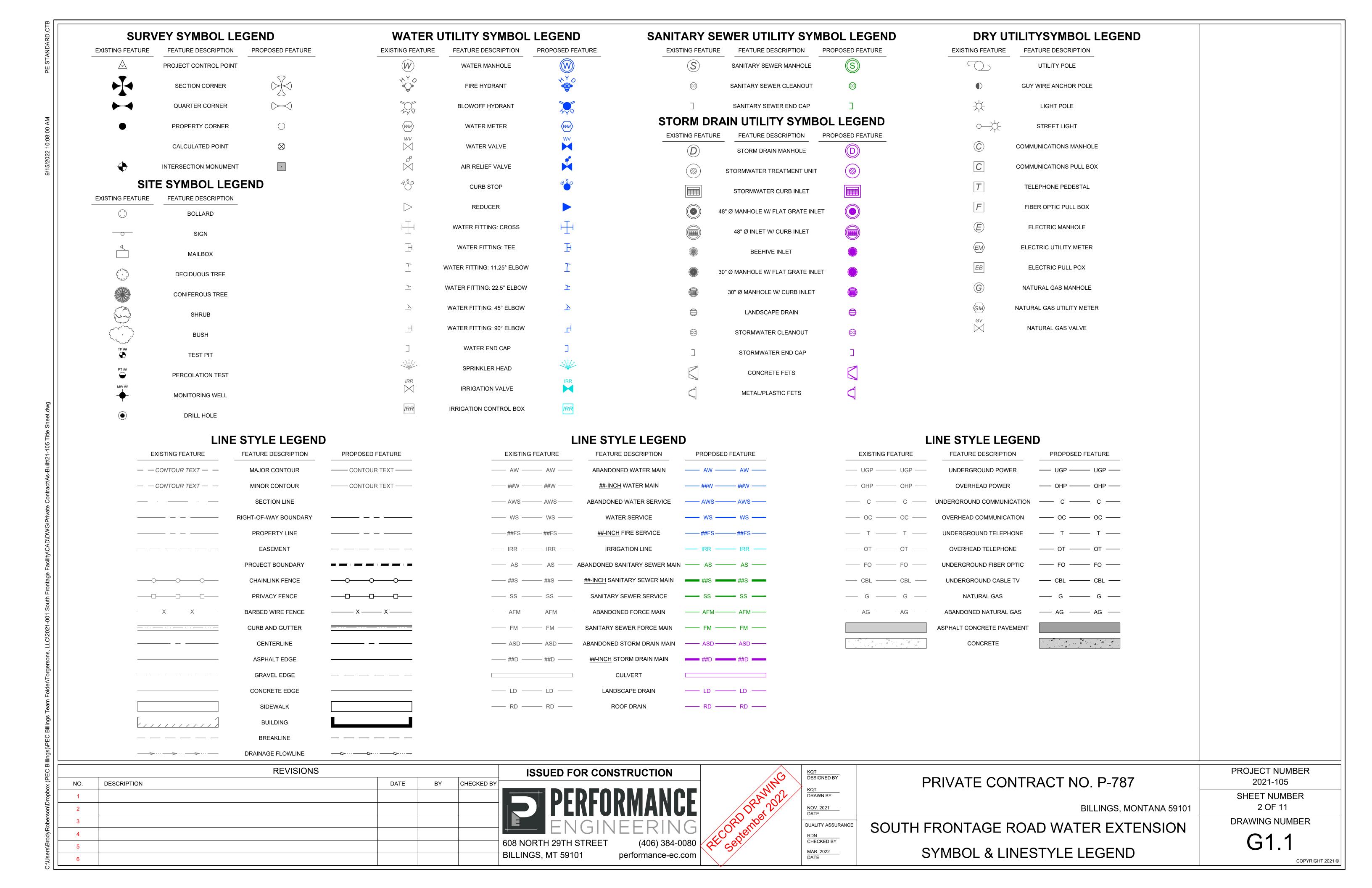
RECORD DRAWINGS

THIS DRAWING IS A RECORD OF **AVAILABLE CONSTRUCTION** INFORMATION AND DOES NOT IMPLY OR WARRANT THAT THE FACILITIES SHOWN ARE "AS BUILT"

SEPTEMBER 2022



				OEI TEMBER 2022
		REVISIONS		PROJECT NUMBER
NO.	DESCRIPTION	DATE	 CHECKED BY	2021-105
1				SHEET NUMBER
2				1 OF 11
3				DRAWING NUMBER
4				G1 0
5				G1.0
6				COPYRIGHT 2021 ©



					ABBRE	EVIATION	ONS				
&	AND	AVE.	AVENUE	СО	CLEANOUT	L	LENGTH	PERF.	PERFORATED	SWTD	STORMWATER TREATMENT DEVICE
@	AT	BLVD.	BOULEVARD	CONC.	CONCRETE	LD	LANDSCAPE DRAIN	PI	POINT OF INTERSECTION	TBC	TOP BACK OF CURB
~	APPROXIMATELY	CIR.	CIRLCE	CP	CONTROL POINT	LF	LINEAL FEET	PNT	POINT	TOC	TOP OF CONCRETE
Œ.	CENTERLINE	HWY.	HIGHWAY	CS	CURB STOP	LP	LOW POINT	PRC	POINT OF REVERSE CURVE	TYP	TYPICAL
o	DEGREE	LN.	LANE	DIA.	DIAMETER	LT	LEFT	PROP.	PROPOSED	VAR	VARIES
Ø	DIAMETER	PL.	PLACE	EA.	EACH	LVC	LENGTH OF VERTICAL CURVE	PSI	POUNDS PER SQUARE INCH	W/	WITH
•	FOOT	RD.	ROAD	E.W.	EACH WAY	MAX.	MAXIMUM	PT	POINT OF TANGENT	X-ING	CROSSING
"	INCH	ST.	STREET	EG	EXISTING GRADE	MIN.	MINIMUM	PV	PAVEMENT	YPC	YELLOW PLASTIC CAPPED REBAR
#	NUMBER	TR.	TRAIL	ELEV	ELEVATION	MISC.	MISCELLANEOUS	PVC	POLYVINYL CHLORIDE PIPE		
%	PERCENT			EOP	EDGE OF PAVEMENT	MPWSS	MONTANA PUBLIC WORKS STANDARD	PVI	POINT OF VERTICAL INTERSECTION		
±	PLUS OR MINUS	ACR	ALUMINUM CAPPED REBAR	EVCE	END VERTICAL CURB ELEVATION		SPECIFICATIONS	R	RADIUS		
ዊ	PROPERTY LINE	APPROX.	APRPOXIMATE	EVCS	END VERTICAL CURB ELEVATION	NO.	NUMBER	RBR	REBAR		
		ASS'Y	ASSEMBLY	EX	EXISTING	NTS	NOT TO SCALE	RCAP	REINFORCED CONCRETE ARCH PIPE		
E	EAST OR EASTING	B/B	BACK OF CURB TO BACK OF CURB	FETS	FLARED END TERMINAL SECTION	O.C.	ON CENTER	RCP	REINFORCED CONCRETE PIPE		
N	NORTH OR NORTHING	BLDG	BUILDING	FF	FINISHED FLOOR	OCR	ORANGE CAPPED REBAR	R-O-W	RIGHT-OF-WAY		
NE	NORTHEAST	BOC	BOTTOM OF CONCRETE	FG	FINISHED GRADE	O.S.H.A.	OCCUPATIONAL SAFETY HEALTH	RPC	RED PLASTIC CAPPED REBAR		
NW	NORTHWEST	BVCE	BEGIN VERTICAL CURVE ELEVATION	FL	FLOWLINE		ADMINISTRATION	RT	RIGHT		
S	SOUTH	BVCS	BEGIN VERTICAL CURVE STATION	FND	FOUND	OFF	OFFSET	SDMH	STORM DRAIN MANHOLE		
SE	SOUTHEAST	СВ	CURB BOX	FT	FOOT	PC	POINT OF CURVATURE	SERV.	SERVICE		
SW	SOUTHWEST	CL	CENTERLINE	HP	HIGH POINT	PCC	POINT OF CONTINUED CURVE	SSMH	SANITARY SEWER MANHOLE		
W	WEST	CMP	CORRUGATED METAL PIPE	ΙΕ	INVERT ELEVATION			STA	STATION		

GENERAL CONSTRUCTION NOTES

- 1. UNLESS SPECIFICALLY SHOWN ON THE DRAWINGS, ALL WORK WILL CONFORM TO MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS (MPWSS), LATEST EDITION, THE CITY OF BILLINGS MODIFICATIONS TO MPWSS, LATEST EDITION, AND THE MONTANA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS REQUIRED FOR CONSTRUCTION ACTIVITIES.
- 3. CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPING THE STORMWATER POLLUTION AND PREVENTION PLAN (SWPPP) AND FOR FILING THE NOTICE OF INTENT WITH THE MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY (MDEQ), AS REQUIRED.
- 4. THE CONTRACTOR SHALL RESTORE ALL ROADWAY SURFACES TO EQUAL OR BETTER CONDITION THAN EXISTING PRIOR TO EXCAVATION, AS DETERMINED BY THE ENGINEER.
- 5. EXISTING UNDERGROUND INSTALLATIONS & PRIVATE UTILITIES ARE INDICATED ACCORDING TO THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OF SUCH INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UTILITY LOCATES AND SHALL FIELD VERIFY THE EXISTENCE, LOCATION, DEPTH, SIZE, LINE AND GRADE OF EXISTING UTILITY CONNECTIONS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING UTILITIES DUE TO FAILURE TO LOCATE OR PROVIDE PROPER PROTECTION WHEN LOCATION IS KNOWN.
- 6. THE CONTRACTOR SHALL NOTIFY ONE CALL FOR ONSITE UTILITY LOCATION. ALL EXISTING UTILITIES SHALL BE MARKED BEFORE DIGGING.
- 7. THE CONTRACTOR SHALL SUPPLY ALL NECESSARY FITTINGS, COUPLINGS, AND SPOOL PIECES FOR CONNECTING NEW UTILITIES TO EXISTING UTILITIES. THESE PLANS MAY NOT SHOW ALL REQUIRED COMPONENTS FOR MAKING THE CONNECTIONS.
- 8. THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING DUST AND EROSION DURING CONSTRUCTION AT HIS EXPENSE. EROSION SHALL BE CONTROLLED IN ACCORDANCE WITH THE MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY SWPPP REGULATIONS.
- 9. THE CONTRACTOR SHALL MAINTAIN SERVICE OF ALL EXISTING UTILITIES. IF SAID SERVICE IS DAMAGED, THE CONTRACTOR SHALL IMMEDIATELY REPAIR THE DAMAGE AT THE CONTRACTOR'S EXPENSE.
- 10. THE CONTRACTOR SHALL REFERENCE ALL SURVEY MONUMENTS, SECTION CORNERS, ¼ CORNERS AND PROPERTY CORNERS PRIOR TO BEGINNING CONSTRUCTION. ANY MONUMENTS DISTURBED OR OBLITERATED DURING CONSTRUCTION MUST BE REPLACED BY A LICENSED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.
- 11. THE CONTRACTOR SHALL ADJUST ALL MANHOLES TO FINAL GRADE UPON COMPLETION OF ALL CONSTRUCTION. ANY MANHOLES DAMAGED OR OTHERWISE DISTURBED BY THE CONTRACTOR OR ANY SUBCONTRACTOR SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR. THIS WORK SHALL BE INCIDENTAL TO THE PROJECT.
- 12. SUFFICIENT HORIZONTAL SEPARATION FOR PARALLEL GAS MUST BE MAINTAINED FROM WATER MAINS FOR FUTURE MAINTENANCE.
- 13. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH MDT FOR TRAFFIC CONTROL AND GENERAL COMPLIANCE WITH THE CONSTRUCTION PERMIT.

WATER NOTES

- 1. ALL WATER SERVICES SHALL BE INSTALLED WITH A MINIMUM COVER OF 6.5 FEET WITH RESPECT TO FINISHED GRADE.
- 2. IF NECESSARY, THE CONTRACTOR SHALL GET APPROVAL FOR WATER SERVICE OUTAGE SCHEDULING BY THE CITY OF BILLINGS
- 3. ANY EXISTING OR NEW VALVES THAT CONTROL THE CITY OF BILLINGS WATER SUPPLY SHALL BE OPERATED BY CITY OF BILLINGS PERSONNEL ONLY.
- 4. CONTRACTOR SHALL INSTALL BLUE BOARD INSULATION OVER WATER MAINS AND SERVICES WITH LESS THAN 4 FEET OF COVER.
- 5. ALL VERTICAL BENDS MUST BE RESTRAINED AT THE JOINT IN ACCORDANCE WITH MPWSS AND THE CITY OF BILLINGS STANDARD MODIFICATIONS.
- 6. THE CONTRACTOR SHALL PRESSURE TEST AND DISINFECT WATER MAINS IN ACCORDANCE WITH MPWSS LATEST EDITION. INSTALL TEMPORARY CORPORATION STOPS FOR TESTING AND FLUSHING AS NEEDED. CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS PRIOR TO TESTING.
- 7. IF THE CONTRACTOR USES PVC PIPE FOR WATER MAIN INSTALLATION, THE CONTRACTOR SHALL USE DR-18.
- 8. THE CONTRACTOR SHALL WRAP ANY DIRECT BURY METALS TO PROTECT FROM CORROSION.

SANITARY SEWER NOTES

- 1. CONTRACTOR SHALL INSTALL BLUE BOARD INSULATION OVER SANITARY SEWER MAINS AND SERVICES WITH LESS THAN 4 FEET OF COVER.
- 2. CONTRACTOR SHALL INSTALL BLUE BOARD INSULATION OVER SANITARY SEWER SERVICES AT STORM DRAIN CROSSINGS WHEN SEPARATION IS LESS THAN 4 FEET.
- 3. PER DEQ-2, STANDARD 34.7, ALL SANITARY SEWER MANHOLES SHALL BE VACUUM TESTED FOR WATER TIGHTNESS AND MUST CONFORM TO THE TEST PROCEDURES DESCRIBED IN ASTM C 1244.
- 4. ALL INSTALL SEWER MAIN WILL BE AIR TESTED PER MPWSS.

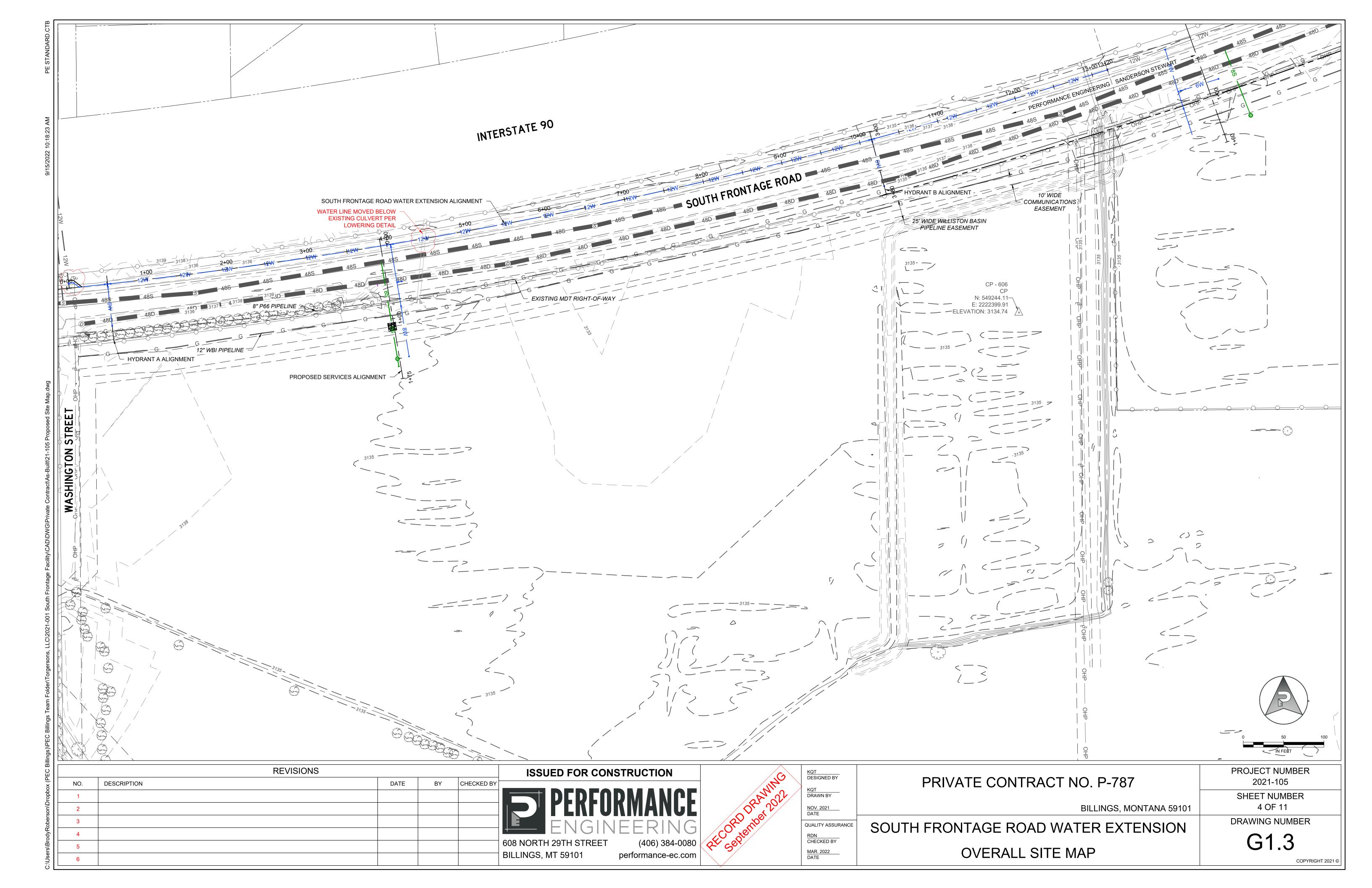
STORM SEWER NOTES

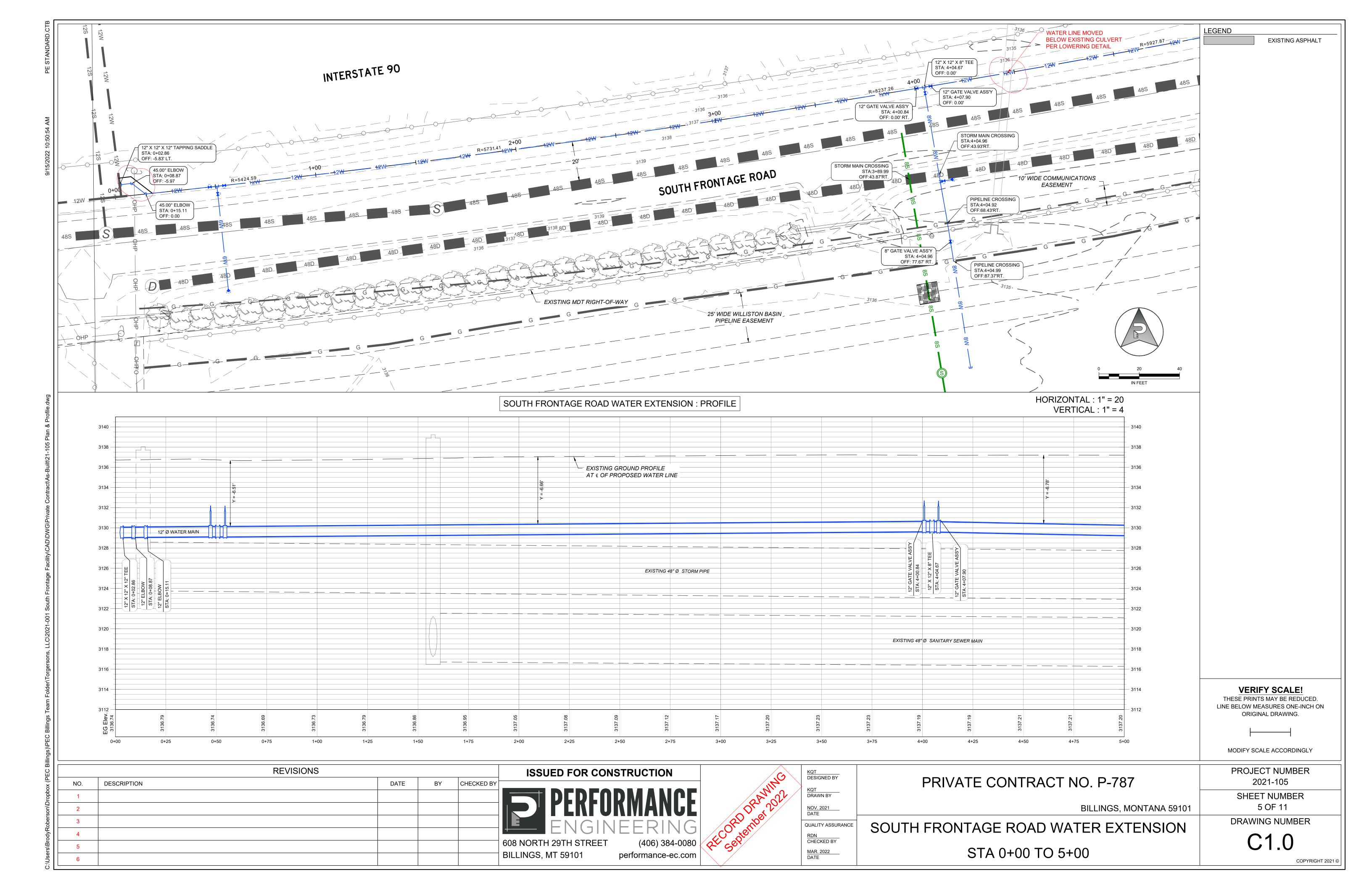
1. STORM PIPE INSTALLATION, MANHOLE CONNECTIONS AND BEDDING REQUIREMENTS SHALL MEET THE MOST STRINGENT SPECIFICATIONS BETWEEN THE MANUFACTURER'S RECOMMENDATIONS, MPWSS, AND THE CITY OF BILLINGS STANDARD MODIFICATIONS TO MPWSS, LATEST EDITION.

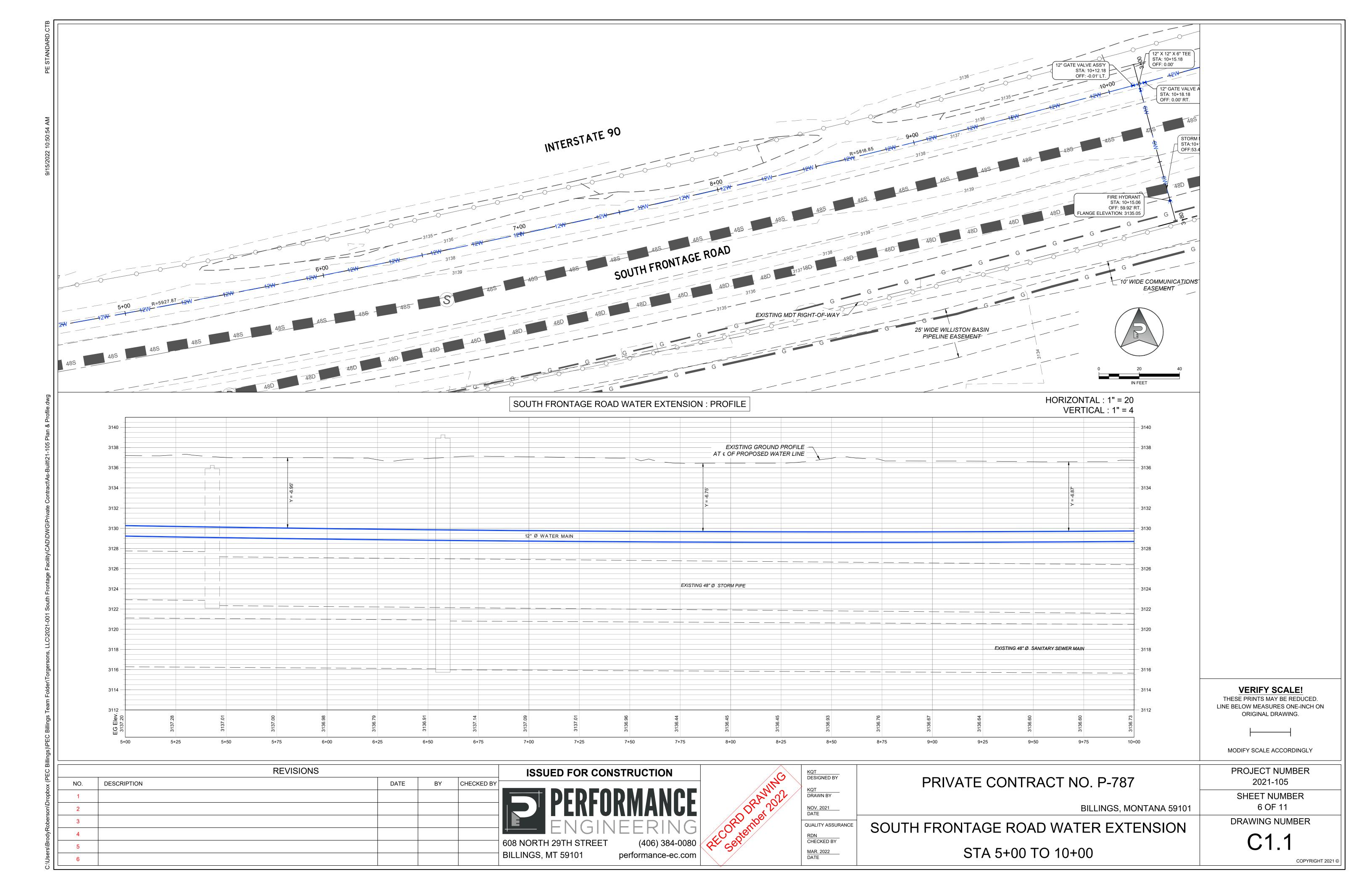
	REVISIONS		ISSUED FOR CONSTRUCTION	KQT DESIGNED BY		PROJECT NUMBER
NO.	DESCRIPTION DATE	BY CHECK	ED BY	KQT	PRIVATE CONTRACT NO. P-787	2021-105
1				DRAWN BY		SHEET NUMBER
2				NOV. 2021 DATE	BILLINGS, MONTANA 59101	3 OF 11
3			ENGINEEDING	QUALITY ASSURANCE	SOUTH FRONTAGE ROAD WATER EXTENSION	DRAWING NUMBER
4			LINGINELKING	RDN CHECKED BY	SOUTH FRONTAGE ROAD WATER EXTENSION	O(1)
5			608 NORTH 29TH STREET (406) 384-0080		ADDDEVIATIONS & SENEDAL MOTES	G1.2
6			BILLINGS, MT 59101 performance-ec.com	MAR. 2022 DATE	ABBREVIATIONS & GENERAL NOTES	COPYRIGHT 2021 ©

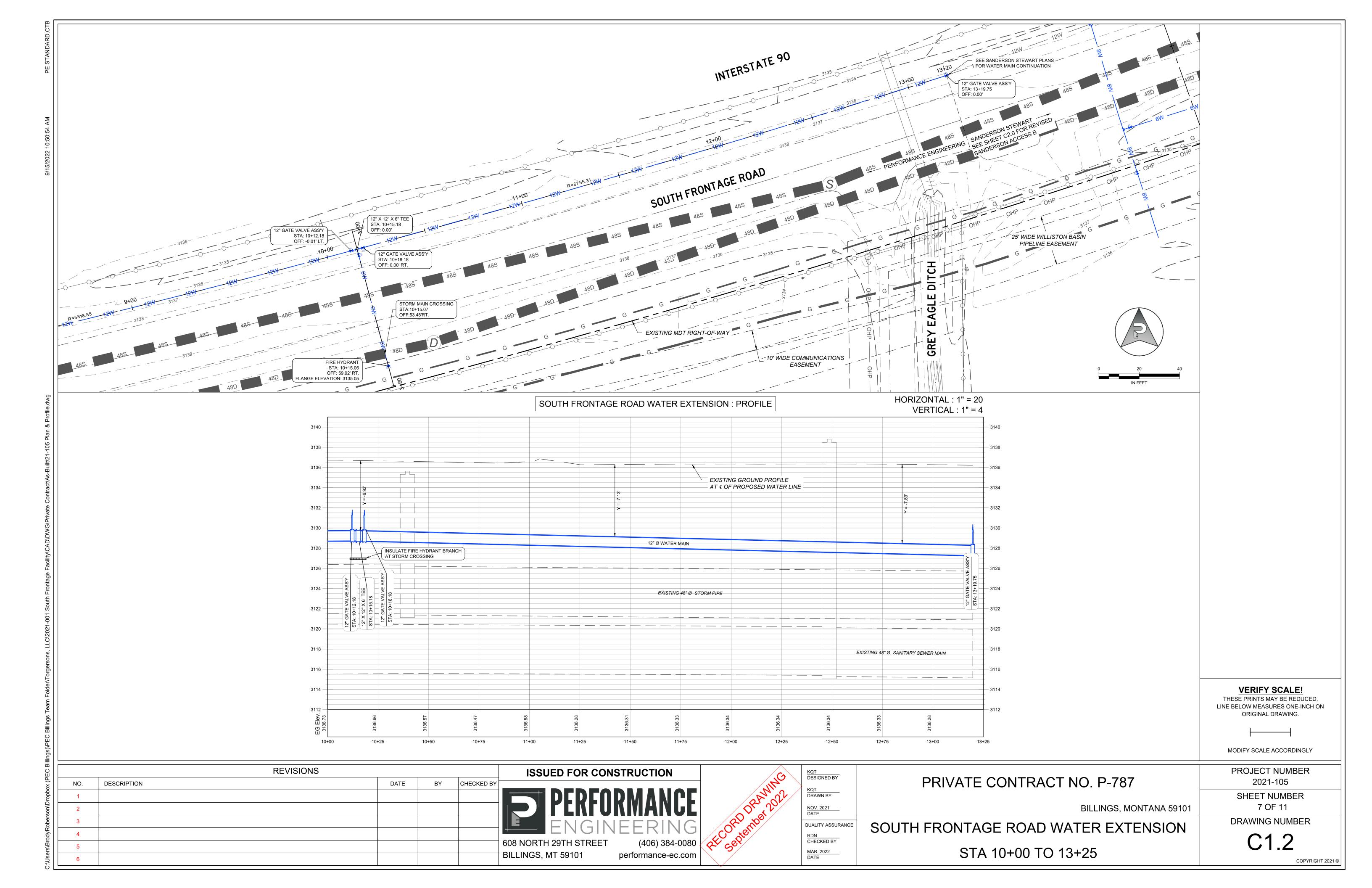
021-001 South Frontage Facility\CAD\DWG\Private Contract\As-Built\21-105 Tir

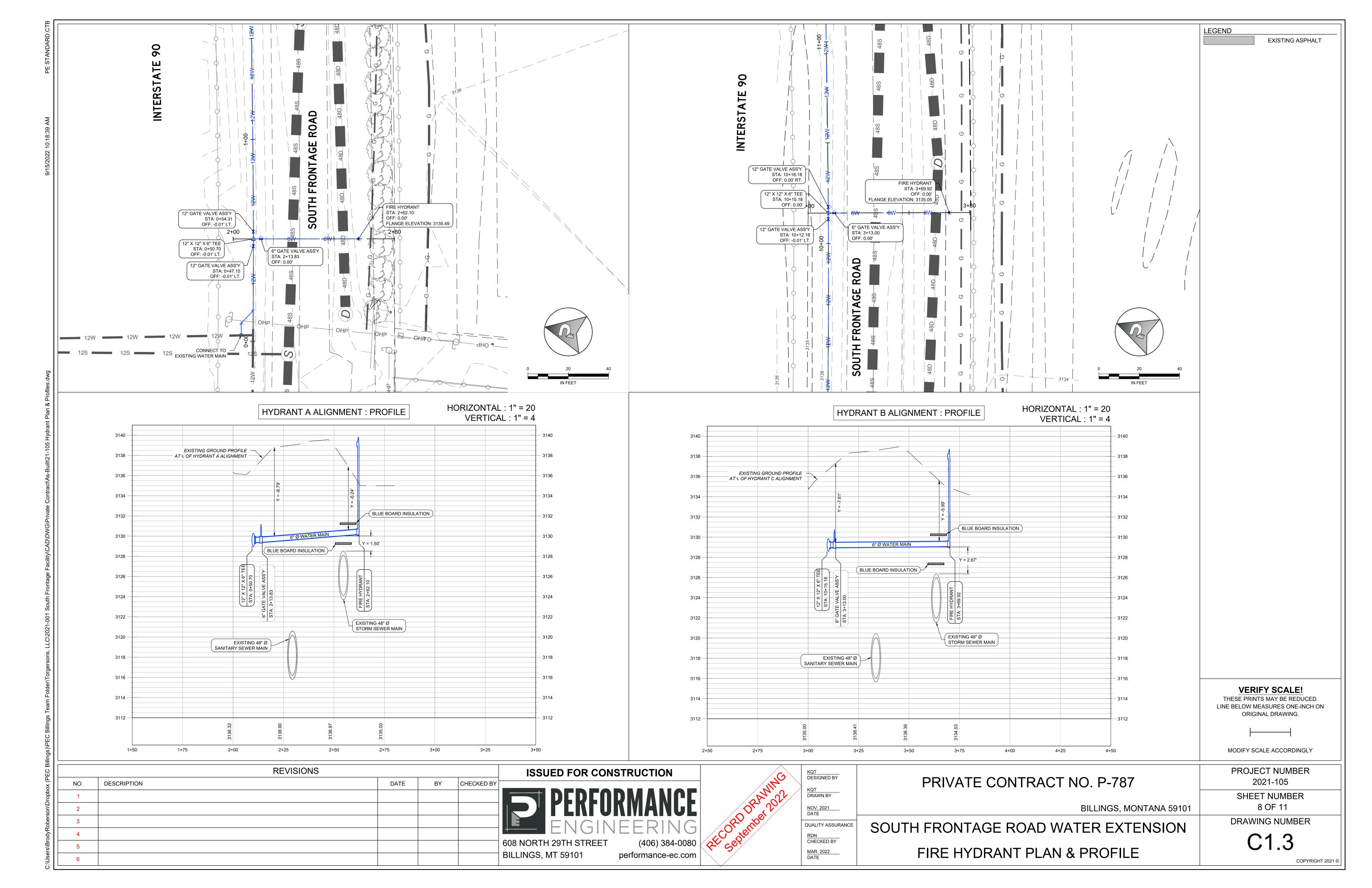
son\Dropbox (PEC Billings)\PEC Billings Team Folder\Torgersons, LLC\2021-001 Sout

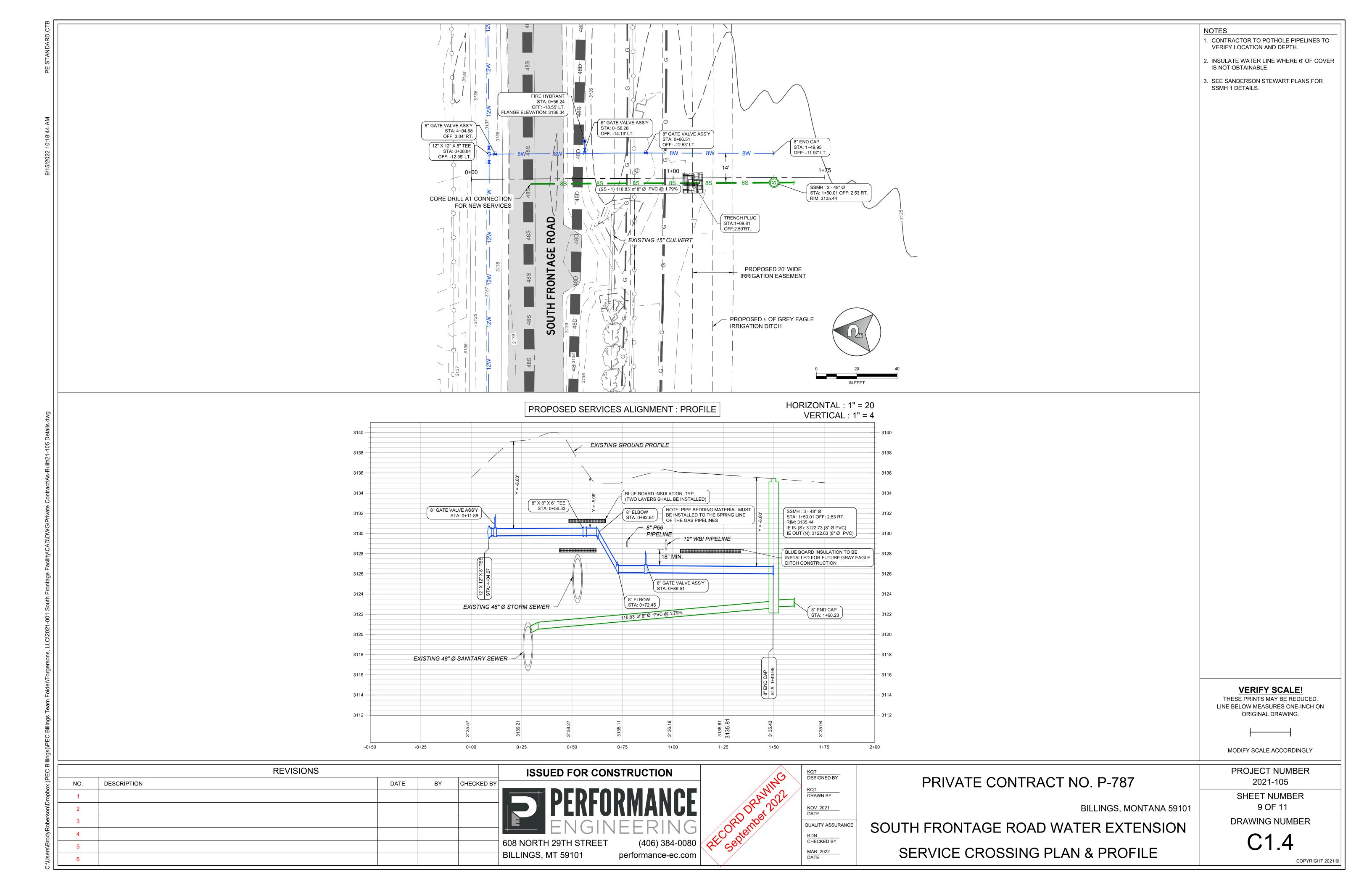


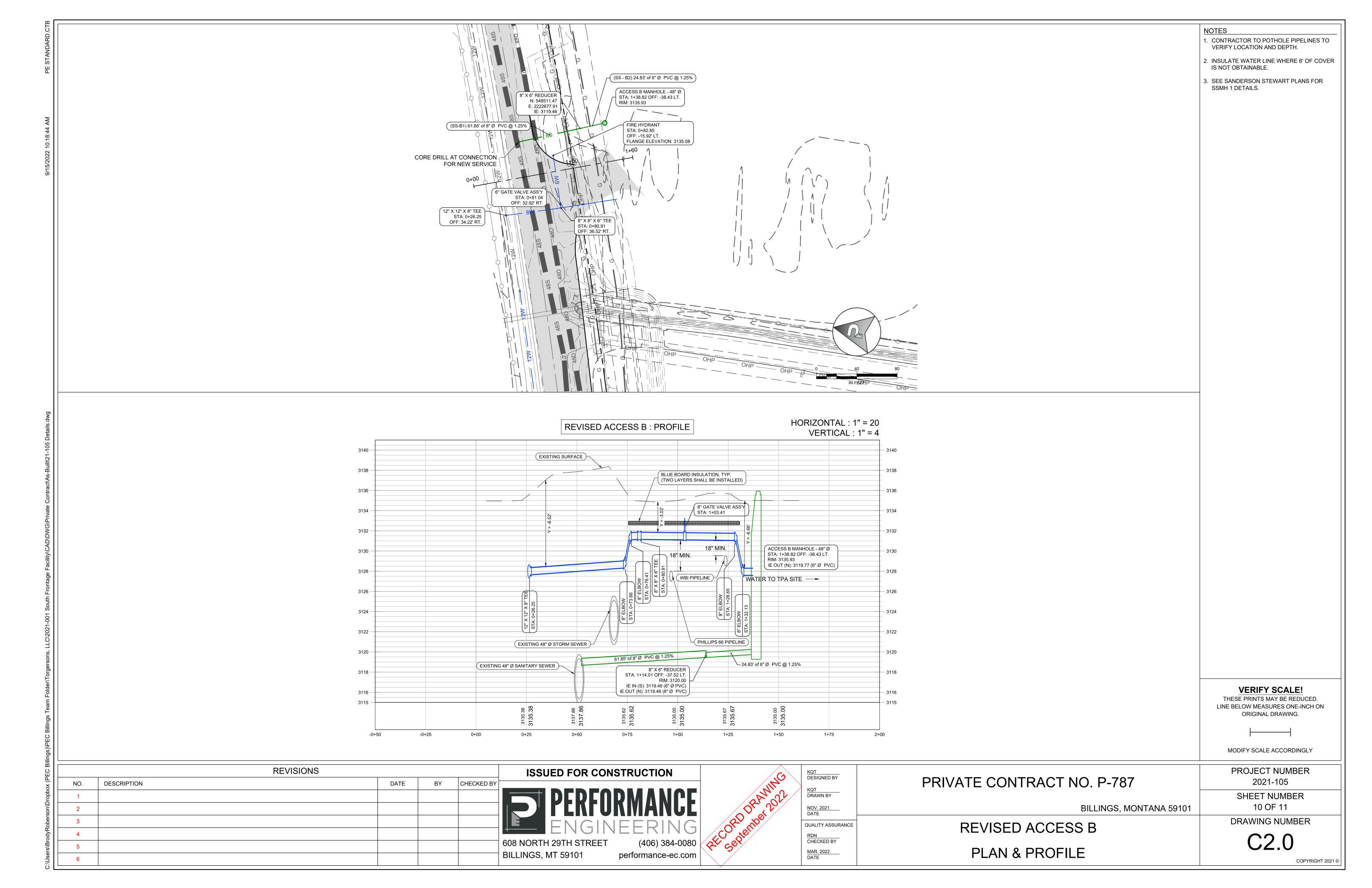


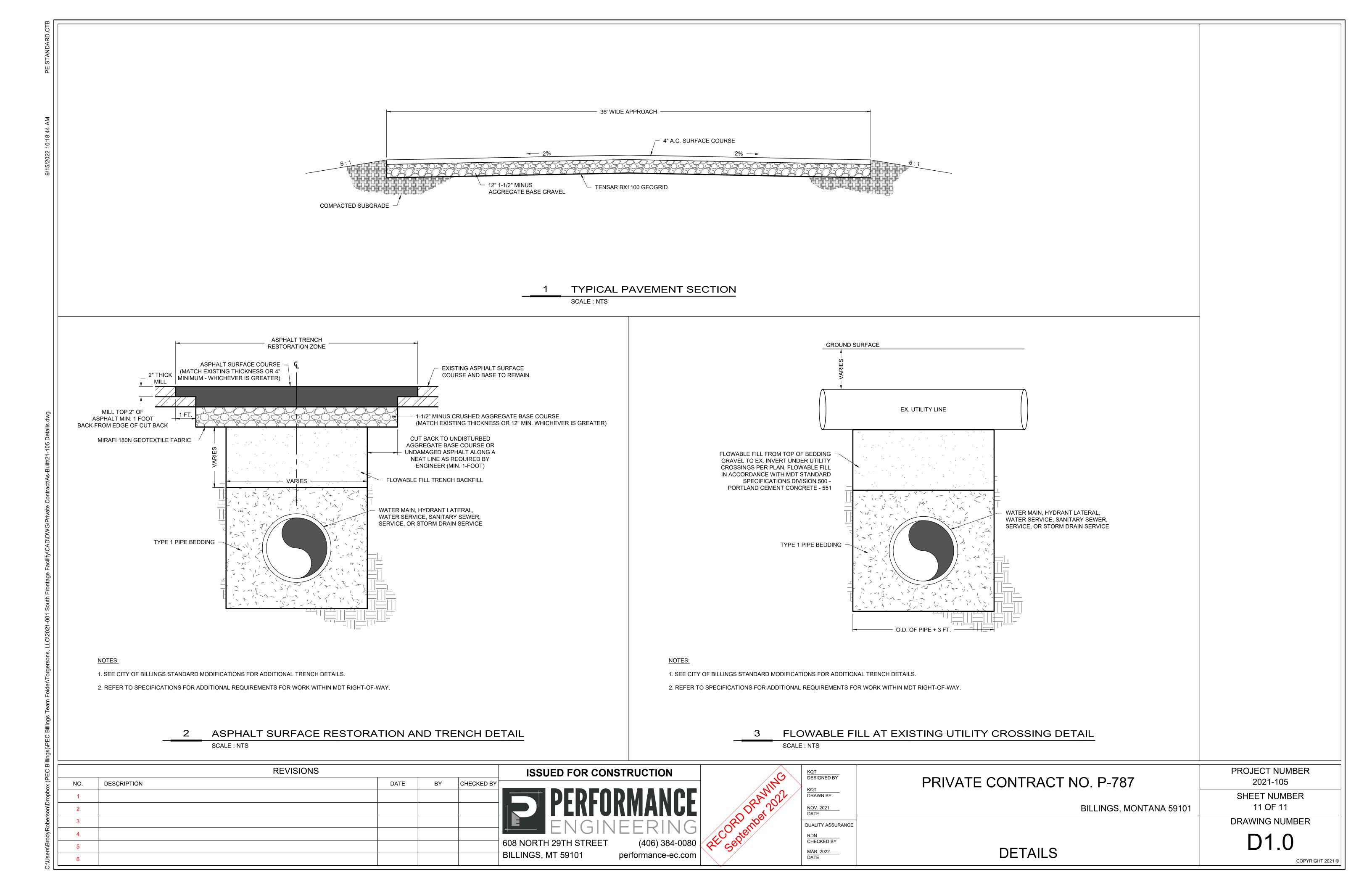












PROJECT COST SUMMARY - SOUTH FRONTAGE ROAD WATER LINE EXTENSION

The following summarizes all known project costs through project completion, including hard construction costs and soft costs required to complete the public utility extension.

							Allowability	
ITEM DESCRIPTION (prices are installed)		Quantity	Unit Cost	Item Cost	Pl	MT CODE 7-15-4233 anning, Surveys, Studies	MT CODE 7-15-4288 In-Place instruction Costs	Total
OUTH FRONTAGE WATER LINE EXTENSION					_			
Western Municipal Construction Contract - \$750,202.24 Reimbursed by City/TIF	LS	1						
Construction Inspections by Performance Engineering required to perform water line extension work								
(required per MDT and City of Billings)	LS	1	\$ 42,642.52	\$ 42,642.52			\$ 42,642.52	\$ 42,642.52
Construction Inspections by Rimrock Engineering required to perform water line extension work								
(required per MDT and City of Billings)	LS	1	\$ 10,410.00	\$ 10,410.00			\$ 10,410.00	\$ 10,410.00
Private Contract Fee charged by City of Billings to perform water line extension work	LS	1	\$ 42,511.61	\$ 42,511.61	\$	42,511.61		\$ 42,511.61
Performance Bond Invoice (bond required by City of Billings for financial guarantee of work)	LS	1	\$ 14,575.00	\$ 14,575.00	\$	14,575.00		\$ 14,575.00
				\$ 110,139.13	5	57,086.61	\$ 53,052.52	\$ 110,139.13

Costs of the water line extension project were split between Billings Logistics Center One, LLC, KSKC Properties, LLC, and Torgerson's Real Estate Holdings, LLC through private escrow agreements based on Linear Footage of property along South Frontage Road.

SOUTH FRONTAGE WATER LINE EXTENSION		

(required per MDT and City of Billings) LS 1 \$ 10,410.00 \$ 10,410.00	.,
(required per MDT and City of Billings) LS 1 \$ 10,410.00 \$ 10,410.00 \$	4.069.75
	11,870.43
	2,906.76
Construction Inspections by Rimrock Engineering required to perform water line extension work	
(required per MDT and City of Billings) LS 1 \$ 42,642.52 \$ 42,642.52 \$	11,676.62
Construction Inspections by Performance Engineering required to perform water line extension work	
Western Municipal Construction Contract - \$750,202.24 Reimbursed by City/TIF LS 1	

	BLCO, LLC	To	orgerson's, LLC		
\$	11,676.62	\$	18,175.51	\$	12,790.39
\$	2,906.76	\$	4,437.05	\$	3,066.19
\$	11,870.43	\$	18,119.71	\$	12,521.47
\$	4,069.75	\$	6,212.30	\$	4,292.95
Ś	30.523.56	Ś	46.944.57	Ś	32.671.00

Item 6.a.

City Council Regular

Date: 03/14/2022

Title: SBBURD TIF and Public Works Assistance for South Frontage

Road Water Line Extension

Presented by: Wyeth Friday

Department: Planning & Community Services

Presentation: Yes

Legal Review Not Applicable

RECOMMENDATION

City staff recommends the City Council approve reimbursement to KSKC Properties, LLC, Torgerson, LLC, or a third party contractor working on their behalf for tax increment assistance to complete a City water line extension in the South Frontage Road between Washington Street and Sugar Avenue. The water line project must meet all City of Billings infrastructure standards and specifications, and actual reimbursement will be based upon 100% of the actual costs incurred for the water line project.

This item is being presented to Council in combination with Compensation Agreements to outline the Public Works contribution to the project for KSKC Properties, LLC, and Torgerson, LLC. Approval of all three of these elements will make it possible for the project to move forward early this spring and in alignment with new private development planned adjacent to the South Frontage Road in this area.

BACKGROUND (Consistency with Adopted Plans and Policies, if applicable)

In 2021, SBURA, City Public Works Department and City Planning and Community Services Department staff coordinated the opportunity for this water line extension in the South Frontage Road to be a CIP project instead of trying to address it in multiple TIF applications for multiple properties. The City Council included this project in the FY23-FY27 CIP that was adopted in December 2021. It was determined that a combination of TIF funds and Public Works funds could be used to complete the water line, finishing a looping of the line in this area of the City, and benefiting both the City and current and future property in the City along the South Frontage Road. Since the South Frontage Road will only have development on the south side, since the north side is the I-90 ROW, the City would normally pay for half of a water line in this situation anyway, so making the project a City managed CIP project is a logical approach.

The City could start this water line extension project this summer as soon as the FY23 Budget cycle is started. However, property owners and developers along the water line project corridor would like to start the project as soon as possible this spring to align with commercial development projects they intend to start construction on this summer. To accommodate this request, staff is recommending the Council approve reimbursing the developers or a private contractor working on their behalf to complete the project early. The project will still be built to City standards, with City oversight, and the reimbursement request will be subject to City staff review to ensure the project is completed to City requirements. This Council action reaffirms this already approved CIP project but provides the option for a private construction process to complete it early in 2022.

3/24/22, 2:58 PM Print Staff Memo

ALTERNATIVES

City Council may:

- · Approve the City staff recommendation for the reimbursement to a third party of SBBURD tax increment finance (TIF) funds to complete the water line extension project, or;
- · Disapprove City staff recommendation for the reimbursement to a third party of SBBURD tax increment finance (TIF) funds to complete the water line extension project. If the Council chooses not to approve this reimbursement, the project will be constructed by the City in FY23 per the approved CIP.

FISCAL EFFECTS

The recommendation is for up to a maximum of \$474,177 in TIF funds to be reimbursed to KSKC Properties, LLC, Torgerson, LLC, or a third party contractor working on their behalf to construct the water line extension. The funds are payable per the project meeting all City standards and requirements for a public infrastructure project. The project is estimated for completion in early 2022. The TIF and City portions of this project are already incorporated into the FY23 budget per the adopted City FY23-FY27 CIP.

Attachments
Water Line Project CIP Page

Public Works FY23 - FY27 CIP Department: **Project Title:** Water - South Frontage Road Water Main Loop

Project Category: Project Description/Location:

This project will install install water mains to complete two loops along the South Frontage Rd from Washington Street to 550 ft west of the intersection of Garden and Sugar Avenues. Another loop wil be provided from Arlington Avenue SW about 350 feet east along the South Frontage Road. The installation of the aforementioned water mains will create a loops to eliminate two dead endss in the City's water system that will facilitate water management and annexation of properties to the City of Billings.

Justification:

The Billings City Council recently authorized the addition of two major parcels along the South Frontage Rd. to the South Billings Boulevard Urban Renewal District. Accordingly, the South Billings Urban Renewal Association seeks to install infrastructure that will facilitate economic development and/or reduce blight. The recently added parcels have characteristics of blight but equally important is they are currently targeted for private development. The installation of the water mains along the South Frontage Rd. will simultaneously foster development of the recently added properties, facilitate water management for existing users and promote the future annexation of adjacent County properties. Additionally, the project will complete looping for two existing dead ends, that will improve fire flows and water

CIP Status	Project Type
Modify Existing	Renewal/ Replacement
✓ New Project	✓ Enhancement/ New
Operating Budget Impact:	

The addtional water main will require regular 0&M.

Comments:



				i								
Estimated Project Cost(s)	Prior Years		FY 2023		FY 2024	FY 2025	FY 2026	F	Y 2027	Future	T	otal Cost
Planning, Design, & Engineering			120,516								\$	120,516
Land Acquisition											\$	-
Construction			724,906								\$	724,906
Equipment											\$	-
Other											\$	-
Total Project Cost	\$	-	\$ 845,422	\$	-	\$ -	\$ -	\$	-	\$ -	\$	845,422
Project Funding	Prior Years		FY 2023		FY 2024	FY 2025	FY 2026	F	Y 2027	Future	T	otal Cost
Arterial Fees											\$	-
											•	

Project Funding	Prior Years	-	Y 2023	FY	2024	-	Y 2025	FY 20	126	FY 20	127	FL	iture	10	otal Cost
Arterial Fees														\$	-
Developer Contributions														\$	-
Gas Tax														\$	-
Gas Tax - BAARSA														\$	-
Landfill Revenues														\$	-
Revenue Bond/Loan														\$	-
SID Bond														\$	-
Sidewalk Bond														\$	-
Solid Waste Collection Revenues														\$	-
Storm Drain Assessments														\$	-
Street Maintenance Fees														\$	-
TIFD Revenues			474,177		-		-		-					\$	474,177
Wastewater Revenues														\$	-
Water Revenues			371,245											\$	371,245
														\$	-
Total Project Funding	\$ -	\$	845,422	\$	-	\$	-	\$	-	\$	-	\$	-	\$	845,422
	-	\$	-	\$	-	\$	-	\$	-	\$	•	\$	-	\$	-

COMPENSATION AGREEMENT

	THIS AGREEMENT entered into this	_ day of	_, 20	between
THE C	TTY OF BILLINGS, Billings, Montana, hereina	after referred to as the "CIT	'Y", and I	KSKC
Properti	ies, LLC, PO Box 80601, Billings, Montana 59	108, hereinafter referred to	as	
"DEVE	LOPER"			

WITNESSETH

WHEREAS, the CITY'S Rules and Regulations Governing Water and Wastewater Service outlines the procedure and criteria the CITY uses in approving extensions of the public water and wastewater systems; and

WHEREAS, the CITY'S Rules and Regulations Governing Water and Wastewater Service outlines how the CITY participates in construction of various water and wastewater facilities and applies water and wastewater construction fees and system development fees to developments; and

WHEREAS, no person, developer, customer or applicant shall acquire any vested rights under the terms and provisions of this agreement; and

WHEREAS, DEVELOPER has agreed to extend or replace water, wastewater, and storm drain facilities for the purpose of providing service through plans and specifications approved by the City on the <u>2nd</u> day of <u>August</u>, 20<u>19</u>. Said plans and specifications generally provide for the construction of water facilities which are specifically described in Exhibit 1, attached hereto; and

WHEREAS, DEVELOPER is desirous of obtaining compensation for a portion of the water, wastewater, and storm drain facilities hereafter described; and

WHEREAS, the CITY is desirous of compensating the DEVELOPER for fifty percent (50%) of water facilities along DEVELOPER's frontage and fifty-percent (50%) of water facilities from DEVELOPER's eastern boundary to tie in at Garden Ave.

NOW, THEREFORE, CITY and DEVELOPER, in consideration of their mutual promises to each other hereinafter stated, agree as follows:

- 1. The water, wastewater, and storm drain facilities which are eligible for compensation to the extent set forth in this Agreement are specifically described in Exhibit 1, attached hereto, and by this reference incorporated herein as if fully set out.
- 2. With respect to DEVELOPER'S entitlement to compensation, the CITY and DEVELOPER agree that the conditions set forth hereinafter, must be met before DEVELOPER is entitled to or will receive any compensation. Said conditions are:
 - (a) The extent, timing, and manner of the CITY'S participation in a water,

wastewater, and storm drain facilities extension or replacement is determined in conformance with the CITY'S Rules and Regulations Governing Water and Wastewater Service and the DEVELOPER'S compliance with city, state and federal laws, rules, and regulations. These policies require necessary funds to be included in the current, approved Capital Improvements Projects (CIP) budget in order to be eligible for compensation back to the DEVELOPER. The DEVELOPER may choose to proceed with an extension or replacement project without waiting for funds to be made available in the CIP budget; in this case, the DEVELOPER is responsible for paying the entire cost of the construction. Extensions or replacements not eligible for compensation according to these CITY policies and practices must be constructed by the DEVELOPER at his expense.

- (b) DEVELOPER shall provide to the CITY sufficient verifiable cost data to determine the appropriate amount of compensation within thirty (30) days of final inspection of the water, wastewater and storm drain facilities and approval and acceptance by the CITY that all construction was completed according to the approved plans and specifications.
- (c) DEVELOPER shall enter into a compensation agreement with the CITY at the time the CITY approves the DEVELOPER'S application for extension of water, wastewater, and storm drain facilities or, in the case of a replacement project, prior to submittal of preliminary plans and specifications by the DEVELOPER.
- (d) Upon completion of the extension or replacement of the water, wastewater and storm drain facilities, the DEVELOPER must convey all right, title and interest in the facilities to the CITY.
- (e) DEVELOPER shall, at all times, provide to the CITY a current address for purposes of mailing compensation to DEVELOPER.
- (f) Extension or replacement of water, wastewater and storm drain facilities must be done in compliance with all rules, regulations, resolutions and ordinances of the CITY, including but not limited to standards for design and construction of the facilities, competitive bidding and contract requirements for cities, prevailing wage rates, non-discrimination requirements, etc.

DEVELOPER agrees that it will not be entitled to any compensation whatsoever until the above conditions have been completely satisfied. DEVELOPER'S violation of any of the conditions set forth herein may, at the option of the CITY, result in denial of any and all compensation to the DEVELOPER.

- 3. In addition, it is expressly agreed that any compensation is conditioned upon the following:
 - (a) Compensation is limited to costs attributable to water and/or wastewater facilities described in Exhibit 1, less all administrative costs incurred by the CITY. In no event will compensation exceed the actual cost to the DEVELOPER of extending or replacing the water and/or wastewater facilities.
 - (b) Compensation shall not include any interest charges.

Acceptance of the water, wastewater and storm drain facilities for purposes of compensation as set forth in this agreement shall be evidenced by written notice of a letter from the Public Works Department of the CITY and directed to the DEVELOPER at the address set forth in the first paragraph of this agreement.

4. The CITY, by this agreement, is not guaranteeing that full compensation by the CITY to the DEVELOPER will be made. The CITY is only agreeing that it will develop a plan under the CITY'S Rules and Regulations Governing Water and Wastewater Service that will recommend that compensation for water and/or wastewater facilities which have been extended or replaced at the DEVELOPER'S expense will be made as set forth herein. Compensation does not apply to

additional extensions or replacements of the water facilities. Compensation shall be based upon the final total project costs.

- 5. The address for mailing compensation to the DEVELOPER shall be that address specified in the first paragraph of this agreement. Any change in address of the DEVELOPER shall be sent to the Public Works Director of the City of Billings at P.O. Box 1178, Billings, MT 59103. The designation of a new address shall be accompanied by a copy of this agreement.
- 6. This agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns.

DATED this	day of	, 20
		DEVELOPER
		By
		CITY OF BILLINGS
ATTEST:		By Mayor
City Clerk		

Exhibit 1

In order to obtain water service, DEVELOPER will extend a 12-inch water main along the South Frontage Road frontage of Tract 1 of Certificate of Survey No. 1591, Tract 1 of Certificate of Survey No. 1596, and along the frontage of Riverside Acreage Tracts Subdivision Tracts 3 through 7. Since the Interstate is on the north side of the South Frontage Road and per City policy, the City shall compensate for one-half of the cost of constructing the 12-inch water main fronting Tract 1 of Certificate of Survey No. 1591, Tract 1 of Certificate of Survey No. 1596 and one-half cost of water main fronting Riverside Acreage Tracts Subdivision Tracts 3 through 7. Compensation for the water main is estimated to be \$183,232.50.

4

COMPENSATION AGREEMENT

THIS AGREEMENT entered into this day of, 2	20	between
THE CITY OF BILLINGS, Billings, Montana, hereinafter referred to as the "CITY"	, and	
Torgerson's Real Estate Holdings, LLC, 4701 River Drive North, Great Falls, Monta	na 594	105_,
hereinafter referred to as "DEVELOPER".		

WITNESSETH

WHEREAS, the CITY'S Rules and Regulations Governing Water and Wastewater Service outlines the procedure and criteria the CITY uses in approving extensions of the public water and wastewater systems; and

WHEREAS, the CITY'S Rules and Regulations Governing Water and Wastewater Service outlines how the CITY participates in construction of various water and wastewater facilities and applies water and wastewater construction fees and system development fees to developments; and

WHEREAS, no person, developer, customer or applicant shall acquire any vested rights under the terms and provisions of this agreement; and

WHEREAS, DEVELOPER has agreed to extend or replace water facilities for the purpose
of providing service through plans and specifications approved by the City on the day of
, 20_22 Said plans and specifications generally provide for the
construction of water facilities which are specifically described in Exhibit 1, attached hereto; and

WHEREAS, DEVELOPER is desirous of obtaining compensation for a portion of the water facilities hereafter described; and

WHEREAS, the CITY is desirous of compensating the DEVELOPER for fifty percent (50%) of construction of said water facilities.

NOW, THEREFORE, CITY and DEVELOPER, in consideration of their mutual promises to each other hereinafter stated, agree as follows:

- 1. The water facilities which are eligible for compensation to the extent set forth in this Agreement are specifically described in Exhibit 1, attached hereto, and by this reference incorporated herein as if fully set out.
- 2. With respect to DEVELOPER'S entitlement to compensation, the CITY and DEVELOPER agree that the conditions set forth hereinafter, must be met before DEVELOPER is entitled to or will receive any compensation. Said conditions are:
 - (a) The extent, timing, and manner of the CITY'S participation in a water facilities extension or replacement is determined in

conformance with the CITY'S Rules and Regulations Governing Water and Wastewater Service and the DEVELOPER'S compliance with city, state and federal laws, rules, and regulations. These policies require necessary funds to be included in the current, approved Capital Improvements Projects (CIP) budget in order to be eligible for compensation back to the DEVELOPER. The DEVELOPER may choose to proceed with an extension or replacement project without waiting for funds to be made available in the CIP budget; in this case, the DEVELOPER is responsible for paying the entire cost of the construction. Extensions or replacements not eligible for compensation according to these CITY policies and practices must be constructed by the DEVELOPER at his expense.

- (b) DEVELOPER shall provide to the CITY sufficient verifiable cost data to determine the appropriate amount of compensation within thirty (30) days of final inspection of the water facilities and approval and acceptance by the CITY that all construction was completed according to the approved plans and specifications.
- (c) DEVELOPER shall enter into a compensation agreement with the CITY at the time the CITY approves the DEVELOPER'S application for extension of water facilities or, in the case of a replacement project, prior to submittal of preliminary plans and specifications by the DEVELOPER.
- (d) Upon completion of the extension or replacement of the water facilities, the DEVELOPER must convey all right, title and interest in the facilities to the CITY.
- (e) DEVELOPER shall, at all times, provide to the CITY a current address for purposes of mailing compensation to DEVELOPER.
- (f) Extension of water facilities must be done in compliance with all rules, regulations, resolutions and ordinances of the CITY, including but not limited to standards for design and construction of the facilities, competitive bidding and contract requirements for cities, prevailing wage rates, non-discrimination requirements, etc.

DEVELOPER agrees that it will not be entitled to any compensation whatsoever until the above conditions have been completely satisfied. DEVELOPER'S violation of any of the conditions set forth herein may, at the option of the CITY, result in denial of any and all compensation to the DEVELOPER.

- 3. In addition, it is expressly agreed that any compensation is conditioned upon the following:
 - (a) Compensation is limited to costs attributable to water facilities described in Exhibit 1, less all administrative costs incurred by the CITY. In no event will compensation exceed the actual cost to the DEVELOPER of extending or replacing the water facilities.
 - (b) Compensation shall not include any interest charges.

Acceptance of the water facilities for purposes of compensation as set forth in this agreement shall be evidenced by written notice of a letter from the Public Works Department of the CITY and directed to the DEVELOPER at the address set forth in the first paragraph of this agreement.

4. The CITY, by this agreement, is not guaranteeing that full compensation by the CITY to the DEVELOPER will be made. The CITY is only agreeing that it will develop a plan under the CITY'S Rules and Regulations Governing Water and Wastewater Service that will recommend that compensation for water facilities which have been extended at the DEVELOPER'S expense will be made as set forth herein. Compensation does not apply to

additional extensions or replacements of the water facilities. Compensation shall be based upon the final total project costs.

- 5. The address for mailing compensation to the DEVELOPER shall be that address specified in the first paragraph of this agreement. Any change in address of the DEVELOPER shall be sent to the Public Works Director of the City of Billings at P.O. Box 1178, Billings, MT 59103. The designation of a new address shall be accompanied by a copy of this agreement.
- 6. This agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns.

DATED this	day of	, 20
		DEVELOPER
		Ву
		CITY OF BILLINGS
ATTEST:		By Mayor
City Clerk		

Exhibit 1

In order to obtain water service, DEVELOPER will extend a 12-inch water main along the South Frontage Road frontage of Lots 2 & 3 of Certificate of Survey No. 2394. Since the Interstate is on the north side of the South Frontage Road and per City policy, the City shall compensate for one-half of the cost of constructing the 12-inch water main. Compensation for the water main is estimated to be \$99,226.50.