

SBBURD DEVELOPMENT AGREEMENT
Boys & Girls Club of Yellowstone County

THIS DEVELOPMENT AGREEMENT (the “Agreement”) - dated as of this _____, day of _____, 2019, is entered into by and between **Boys & Girls Club of Yellowstone County** with an address of 505 Orchard Ln, Billings, MT 59101, the **City of Billings (the “City”)**, a municipal corporation with an address of 210 North 27th Street Billings, Montana 59103, and **South Billings Urban Renewal Association, Inc. (SBURA)**, a 501(c)(6) non-profit organization with an address of 430 S. Billings Blvd (collectively, the “Parties”).

WITNESSETH:

WHEREAS, pursuant to City of Billings Ordinance No. 08-5462 (the “Ordinance”) the City has created the South Billings Boulevard Urban Renewal District (the “Urban Renewal District”) which contains a tax increment provision;

WHEREAS, Boys & Girls Club of Yellowstone County plans to improve certain property located within the Urban Renewal District, more particularly described in the Boys & Girls Club of Yellowstone County Demolition Project TIF Application Packet (the “Project”) and has provided the Urban Renewal District with a schedule of improvements.

WHEREAS, the City requires certain details and specification of the rights, duties, obligations and responsibilities which exist in connection with demolition and the construction of certain public improvements. These improvements include the demolition and removal of the adjacent and vacant Stuart house located at 503 Orchard Ln, along with environmental remediation and the installation of a chain link fence. This project is in conformance with the South Billings Master Plan as the improvement of neighborhoods and the removal of blight is a foundational recommendation of the plan and of Montana Urban Renewal Law.

The project includes all labor, material costs, and any other costs associated with the demolition, construction, and installation thereof, as more particularly set forth in the Boys & Girls Club of Yellowstone County Demolition Project TIF Application Packet attached hereto and made a part hereof (hereafter the “Public Improvements”);

WHEREAS, pursuant to the Ordinance, the City has determined that the Demolition Project and Public Improvements to be constructed therewith are Urban Renewal Projects as defined in MCA 7-15-4288 and that such improvements are eligible for tax increment financing;

WHEREAS A Memorandum of Understanding (MOU) between the South Billings Urban Renewal Association was approved by the City January 13, 2014 establishing the roles of the parties; and an updated MOU was approved by the SBURA in February 2019 and is scheduled for approval by the City Council on May 13, 2019.

WHEREAS, the SBURA board of Directors voted at its March 5th, 2019 board meeting to recommend funding the Boys & Girls Club of Yellowstone County Demolition Project TIF application for a certain amount determined by a review of the total project elements that are eligible for Urban Renewal District funding terms of a

NOW THEREFORE, for good and valuable consideration, the Parties hereto hereby agree, covenant and represent as follows:

Section 1. Development of the Project.

- 1.A. The SBURA has prepared an application packet titled “Boys & Girls Club of Yellowstone County Demolition Project TIF Application Packet” which details the elements of the project. Boys & Girls Club of Yellowstone County represents that as expeditiously as possible, Boys & Girls Club of Yellowstone County Shall undertake performance and construction of the Project. These improvements are projected to be substantially complete in approximately 1-2 months.
- 1.B. Boys & Girls Club of Yellowstone County shall obtain the necessary approval from the City for all construction relating to the Project. The Boys & Girls Club of Yellowstone County, shall perform and construct or have performed and construct all improvements in accordance with City ordinances and any other applicable local, state and/or federal laws or regulations. Boys & Girls Club of Yellowstone County acknowledges that the Project is subject to applicable permit fees in place at the time a demolition, building, or fencing permit is secured, or applied for, as to the Project or any portion thereof.

Section 2. Reimbursements. Consistent with the Parties’ desire that South Billings Tax Increment Revenue, specific to this Project, be used to reimburse Boys & Girls Club of Yellowstone County for the costs of Public Improvements and public benefit, the City agrees to allocate up to and not to exceed \$58,375.00. It is understood that at no time shall Boys & Girls Club of Yellowstone County be reimbursed for more than the portion of the cost of the total agreed upon qualified public improvements. The cost of said Public Improvements shall be subject to Audit by the City. The reimbursement will be made by the City to Boys & Girls Club of Yellowstone County with a lump sum payable after the project is completed and any final inspections are performed.

Section 3. Obligation of the City. The City intends to refund a portion of the costs for Public Improvements as set forth above to Boys & Girls Club of Yellowstone County, using South Billings Boulevard Urban Renewal District tax increment dollars that have been collected by the City of Billings

Section 4. Entire Agreement. This Agreement supersedes all prior written or oral understandings or negotiations that the Parties may have undertaken and constitutes the entire agreement between the Parties.

Section 5. Governing Law. This Agreement shall be governed by and construed in accordance with the applicable laws of the State of Montana. Venue shall be in Yellowstone County, Montana.

Section 6. Construction. If any provision of this Agreement is found to be invalid to any extent, the remainder of this Agreement shall not be affected thereby, and any such provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 7. Successors and Assigns. The stipulations and agreements of this Agreement shall be binding upon the Parties' successors and assigns.

Section 8. Notices. Any notice, demand or request under this Agreement shall be delivered in person or sent via U.S. Certified Mail, postage prepaid, to the Parties at the following addresses:

City of Billings
2825 3rd Avenue North, 4th Floor
Billings, MT 59101
Attn: Wyeth Friday

Boys & Girls Club of Yellowstone County
505 Orchard Ln
Billings, MT 59101
Attn: Brian Dennis

South Billings Urban Renewal Association, Inc.
430 S Billings Blvd
Billings, MT 59101
Attn: Scott Hanser

Section 9. Attorney Fees. If it becomes necessary for any party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement, or to give any notice required herein, then the prevailing party shall be entitled to recover from the other party its' reasonable attorney fees and costs.

Section 10. Amendments. Amendments or modifications to this Agreement or any provisions herein shall be made in writing by the party requesting the change and upon written acceptance and execution by all parties shall become a part of this Agreement.

Section 11. Force Majeure. For the purposes of this Agreement "Force Majeure" shall mean any act of God, fire, earth movement, flood, explosion, action of the elements, war,

My Commission expires: _____