

**MEMORANDUM OF UNDERSTANDING BETWEEN  
BIG SKY ECONOMIC DEVELOPMENT AUTHORITY,  
THE CITY OF BILLINGS  
AND  
THE BILLINGS INDUSTRIAL REVITALIZATION DISTRICT, INC.  
FOR THE IMPLEMENTATION OF THE MASTER PLAN FOR THE  
REVITALIZATION OF THE EAST BILLINGS URBAN RENEWAL  
DISTRICT**

This Memorandum of Understanding (“MOU”) is made and entered into on \_\_\_\_\_, 2013 (the “Effective Date”) by and between the Big Sky Economic Development Authority (“BSEDA”), a local port authority created and funded by Yellowstone County, a political subdivision of the State of Montana, the City of Billings (“City”), and the Billings Industrial Revitalization District, Inc. (“BIRD”), a 501 c(6) tax exempt corporation of the land owners with property located within the boundaries East Billings Urban Renewal District (“EBURD”), that is managed with the purpose of assisting the City in revitalization of the EBURD for all projects, regulations and planning done in the EBURD and to render opinions and give recommendations to the City Council. For purposes of this MOU, BSEDA, the City, and the BIRD are each a “Party” and are sometimes collectively referred to as the “Parties.”

**I. TERM & TERMINATION OF THIS MOU**

This MOU shall be in effect for five (5) years from the Effective Date, and the parties agree to conduct an annual progress-review meeting to consider any necessary changes to the implementation strategies and roles and responsibilities as set forth in this Agreement. Any Party may terminate this MOU by giving the other Parties thirty (30) days written notice. Days are defined in this Agreement to be business days.

**II. BACKGROUND AND PURPOSE OF THIS MOU**

- A. The EBURD is defined in the attached is a map of the EBURD Exhibit “A”.
- B. This MOU is a cooperative effort among the City of Billings, BSEDA and the BIRD, with the mutual objective of enhancing economic development opportunities in the EBURD by promoting the ideals of sustainable industry, public infrastructure improvement, and fair, predictable land use decision-making embodied in the Master Plan for the EBURD Exhibit “B”.
- C. The Parties are actively working on annexation of County lands in and around the EBURD. Collectively the EBURD and relevant County Land shall be called (“The Study Area”) because development of infrastructure is required.
- D. A Master Plan for the Revitalization of the EBURD has been completed pursuant to a grant by the U.S. Department of Commerce – Economic Development Administration. The purpose of this MOU is to define the mutual understanding of BSEDA, the BIRD, and the City regarding the implementation of the Master Plan in the Study Area.

- E. The EBURD has as its foundation the EBURD and a Tax Increment Financing District (TIFD).

### **III. RELATIONSHIP OF THE PARTIES**

- A. This MOU relates only to the cooperative efforts of BSEDA, the City, and the BIRD described herein in connection with the EBURD and the Study Area.
- B. This MOU is not intended to create or constitute any joint venture, partnership, joint powers agency, or other formal organization of any kind.
- C. Nothing herein shall be interpreted to require the Parties to exercise their discretion in any particular way or to require the Parties to take any future action regarding the EBURD.
- D. No Party is authorized herein to act as the agent of the other.
- E. This MOU is not intended to create any benefits, rights or entitlements for persons or entities not a party to this MOU.
- F. Sections IV through XI of this MOU describe a basic outline of roles and responsibilities related to the EBURD and the Study Area. These Sections identify lead organizations for each identified role and responsibility. All Parties shall collaborate with the identified lead organization to carry out these identified activities.

### **IV. TAX INCREMENT FINANCING AUTHORITY AND ADMINISTRATION**

- A. The City Council shall have the ultimate decision making authority regarding any expenditure of TIFD Funds related to the EBURD. Recommendations for expenditures shall be presented by the BIRD to the City Council.
- B. The BIRD and the City has developed an application form and assistance guidelines for parties seeking the use of TIFD Funds.
- C. The BIRD will accept and review the application for TIFD Funds related to the EBURD within ten (10) days of receipt of a fully completed application, and then will submit said application to the City staff for review and recommendations. The City shall return the application with their comments within fifteen (15) days from the submittal of a complete application to the BIRD. The BIRD board shall review and meet with the applicant within twenty (20) days and then make advisory recommendations to the City Council regarding such expenditures in consultation with the Parties. The application shall be processed and sent to the City Council for action within 50 days after receipt of a properly completed application.

### **V. LAND USE DECISION AUTHORITY**

- A. The City shall have final decision making authority regarding any land use or zoning decision related to the EBURD, provided those items are first reviewed by the BIRD which shall present its recommendation to the City Council for action.
- B. The City staff shall provide to the BIRD of any proposed land use regulation changes related to EBURD property within ten (10) days of receipt or consideration of such proposal for the review and approval by the BIRD. The BIRD shall submit its recommendation to the City Council within 10 days.
- C. Subject to existing land use law, the City may develop and administer land use and design regulations consistent with those proposed in the Master Plan as recommended by the BIRD. The City and the BIRD shall cooperatively explore potential incentives for developers and property owners subject to such regulations.

**VI. SEEKING AND ADMINISTERING GRANT AND INCENTIVE FUNDING**

- A. BSEDA will seek, apply for, and administer grant opportunities well-suited for the EBURD, which may include, but is not limited to, Brownfields, planning, infrastructure and incentive grants. Specifically, in development projects where there will be an increase of additional new jobs, BSEDA will apply on behalf of, or assist in the preparation of, applications to the Montana Department of Commerce New Worker Training Grant and Big Sky Economic Development Trust Fund incentive programs. All applications for grants and any acceptance of any grant awards must be approved by the City Council, if TIFD funds are used.
- B. The Parties agree that, to the extent that grant funding and grant restrictions do not allow for the full reimbursement of BSEDA's costs associated with the application and administration of grants, those costs shall be reimbursable from TIFD funds, as approved by City Council, if available.
- C. When an appropriate grant or funding opportunity is not available to BSEDA, for eligibility reasons, BSEDA will identify a potential applicant among the Parties and will notify such Party of the funding opportunity. BSEDA will assist these Parties in preparing applications for these funding opportunities on a fee-for-service basis at the hourly rate normally charged by BSEDA for grant-writing services (\$105 per hour as of June 27, 2013) and the amount agreed to annually.
- D. Whenever possible, funds secured by BSEDA for implementation of Master Plan recommendations should be matched with local dollars, including TIFD funds, in order to maximize impact.

**VII. MAINTENANCE, PRIORITIZATION, AND IMPLEMENTATION OF THE EBURD MASTER PLAN**

- A. BIRD will work to maintain, prioritize, and implement the EBURD Master Plan, as its staffing capacity will allow and in consultation with the Parties.
- B. The Parties, under BIRD leadership, will assemble a “Response Team” of Party representatives to meet with potential investors and to coordinate recruitment efforts on a case-by-case basis.
- C. BIRD will convene a committee of all Parties to discuss and make recommendations to the BIRD regarding work plan for the maintenance, prioritization, and implementation of the EBURD Master Plan.
- D. BIRD will actively work to recruit private investment in the EBURD, as its staffing capacity will allow, in partnership with the Parties.

**VIII. IDENTIFY FUNDING SOURCES AND FACILITATE INFRASTRUCUTRE IMPROVEMENTS**

- A. The City will identify and make application for appropriate funding sources in order to facilitate necessary infrastructure improvements as identified in the Master Plan and the Study Area.
- B. The Parties, under BIRD leadership and direction, will assemble an “Infrastructure Improvements Task Force” of Party representatives to guide infrastructure improvement efforts and assist the City with funding applications, as appropriate.

**IX. OTHER SERVICES**

- A. BIRD may, at its sole option, contract professional services with an outside party or the City to potentially provide planning, security and maintenance services within the EBURD funded through property owner participation in a business improvement district or sub-district.
- B. BIRD will work to potentially provide a marketing/branding plan and attendant materials for the EBURD, as staff and funding allows and in consultation with the Billings Chamber of Commerce and BSEDA.

**X. PUBLIC RELATIONS**

Any news release, public announcement, advertisement or publicity proposed to be released by BSEDA, BIRD or the City regarding this MOU shall be subject to the approval of the other Parties prior to release. The Parties agree that such approval shall not be unreasonably withheld.

**XI. NOTICE**

The Parties have identified the following individuals as point persons for all communication and coordination. Any notice required hereunder shall be provided in writing.

BSEDA:	Steve Arveschoug Executive Director 222 North 32 <sup>nd</sup> Street, Suite 200 Billings, MT 59101 Arveschoug@bigskyeda.org (406)256-6871 ext. 106
City:	Candi Millar Director, City/County Planning and Community Services Department 2825 3 <sup>rd</sup> Avenue North, 4 <sup>th</sup> Floor Billings, MT 59101 MillarC@ci.billings.mt.us (406) 657-8249
BIRD:	Marty Connell President BIRD, Inc. P.O. Box 1397 Billings, MT 59103 (406) 252-4745

**XII. AUTHORITY AND EXECUTION**

Each Party represents that it has the authority to enter into this MOU and to perform the functions stated herein, and that the persons executing this MOU on their respective behalf are authorized by law, resolution or other requisite action of the Party's governing body.

**IN WITNESS WHEREOF**, the Parties hereto have executed this MOU on the dates indicated below.

**- - BIG SKY ECONOMIC DEVELOPMENT AUTHORITY - -**

Dated: \_\_\_\_\_

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

Ty Elkin, Chair  
Board of Directors  
Big Sky Economic Development  
Authority

**- - CITY OF BILLINGS - -**

Dated: \_\_\_\_\_

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

Thomas W. Hanel, Mayor  
City of Billings

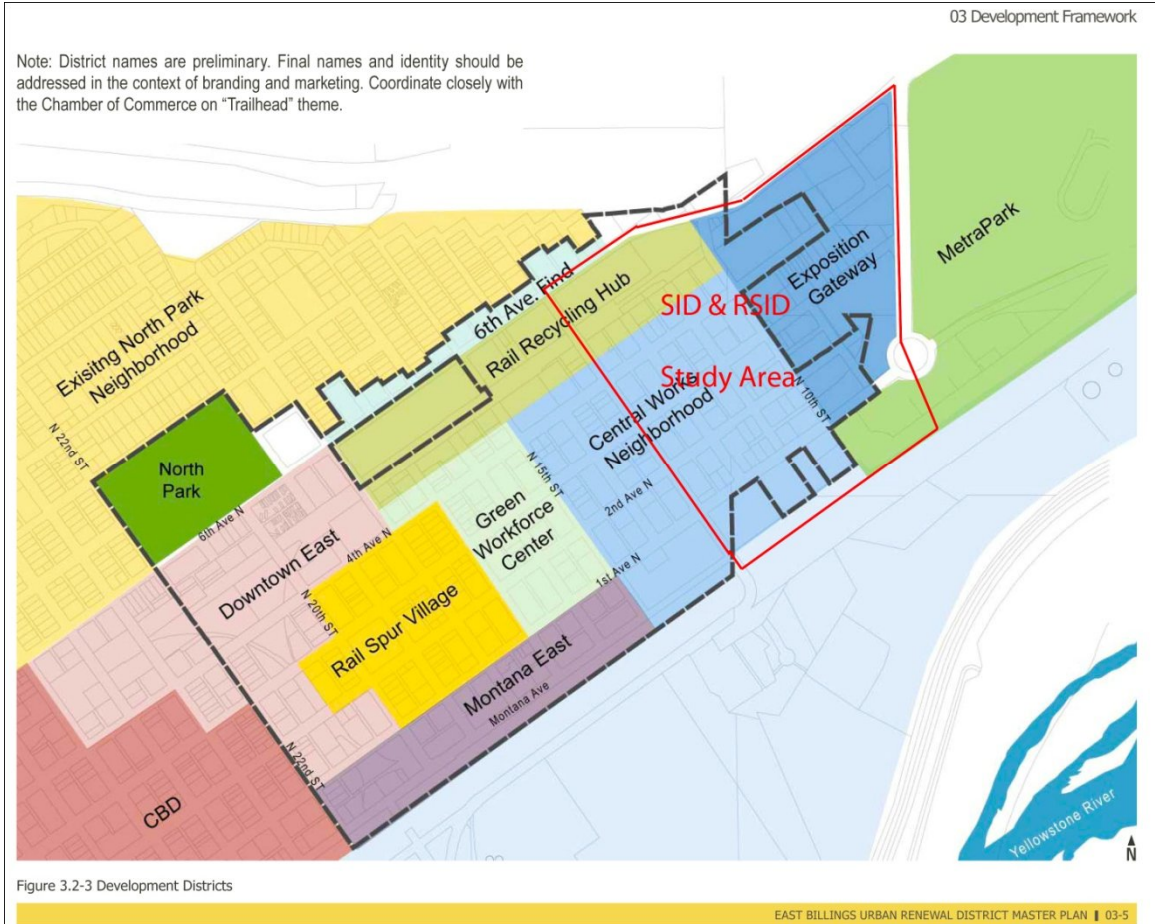
**- - BILLINGS INDUSTRIAL REVITALIZATION DISTRICT, INCORPORATED - -**

Dated: \_\_\_\_\_

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

Martin R. Connell, President  
Billings Industrial Revitalization District

# Exhibit "A"



## Institution

All Taxing Entities  
City, County etc.

## Applic

App  
Fina  
pr