



**MEMORANDUM OF UNDERSTANDING
BETWEEN City of Billings
AND Annafeld Home Owners Association.**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the City of Billings Parks, Recreation & Public Lands (COB), whose address is 390 N 23rd St. Billings, MT 59101, and the Annafeld Home Owners Association (AHOA), whose address is XXXXXXXX

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the Annafel Home Owners Association takes over the maintenance of the Public Parkland known as Annafeld Sub-Park (PMD #4041) within the Annafel subdivision. Areas of use are identified in attachment "A".

3. **Term of MOU.** This MOU is effective upon the day of execution through December 31st of 2024. The MOU will automatically renew every following year on January 1st unless terminated by either party. This MOU may be terminated, without cause, by either party upon 90 days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Responsibilities of City of Billings Parks, Recreation & Public Lands.**
City of Billings Parks, Recreation & Public Lands will:

- Retain ownership of and responsibility for all Public Parkland within the Annafel Subdivision identified in Exhibit "A".
- Pay all assessments to the Public Parkland, and invoice the established Park Maintenance District number 4041 for all assessments.
- Continue to provide all maintenance on the playground and all the Equipment identified in Exhibit "B" and invoice PMD #4041 for all expenses to provide that service.
- Provide electrical service to Parkland and invoice PMD #4041 for those expenses.

5. Annafeld Home Owners Association.

Annafeld Homeowners Association:

- Maintain turf areas to minimum standards in accordance with Montana State Extension Service Guide “Maintaining Successful Lawns in Montana” (Exhibit C).
- Hire certified, licensed and insured pesticide applicators for all pesticide and herbicide applications. All applications are to be made following the pesticide manufacturer’s label, all State statutes, and City codes.
- AHOA shall hire a licensed and insured contractor to perform all maintenance activities.
- Maintain irrigation system, controller, and wells in working conditions. Winterize each Fall to ensure no damage from freezing.
- Maintain all amenities including but not limited to; shade structures, benches, trash receptacles, fences and signage in safe useable condition. Replace broken or vandalized parts. Remove all graffiti in accordance to City Code.
- Remove snow and ice according to City Codes.
- Maintain sidewalks according to City Codes and ADA standards.
- Maintain all shrub beds and trees to current ISA standards. Replace any dead plant material with like size and variety plant.
- Maintain all trails and public access points to ensure safe passage.
- All Publicly owned Parks must remain open to all.
- No amenity shall be added or removed without written City permission.
- City retains rights to access the property at anytime.

6. General Provisions

A. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Montana. The courts of the State of Montana shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be Yellowstone County, Montana.



D. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

E. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

7. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

WILLIAM A. COLE
MAYOR

SIGNATURE

APPROVED AS TO FORM:

PRINT NAME

By _____
CITY ATTORNEY'S OFFICE

PRINT TITLE

ATTEST:

DENISE BOHLMAN, CITY CLERK

EHIBIT A PMD#4041

Includes Subdivision Block 1, Lots 1-23, Block 2, Lots 1-10, 12, Block 3, Lots 1-34, Block 4, Lots 1-3