

## MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (“MOU”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between the City of Billings (“City”), a municipality as defined and described in Chapter 1, Part 41 of Title 7 of the Montana Code, and the Yellowstone Ice Foundation (“Yellowstone Ice”), a non-profit corporation, together described as “the Parties”.

1. An MOU between the parties is necessary because Yellowstone Ice desires to utilize property owned by the City for construction of a recreational indoor ice facility (“facility”) at Amend Park.
2. The City issued a request for proposals (“RFP”) for a proposed indoor recreation facility located at the Amend Park Recreation Campus through a Public/Private Partnership.
3. The City selected Yellowstone Ice pursuant to the RFP process, and this MOU describes responsibilities of the parties to effectuate the development of a pad site for the facility in advance of and in anticipation of the execution of a lease between the parties for use of the City’s property.
4. The Parties enter into this MOU to advance the City’s goals for further development of the Amend Park Recreational Campus (“Campus”). Yellowstone Ice shares the City’s goals to expand recreational opportunities in Billings and derives the ability to collaborate with the City to construct a facility through support from private sector and non-profit partners. In the absence of this partnership between the Parties, there is no prospect for development of the facility with taxpayer dollars in the coming years.
5. It is the Parties intention to negotiate their ongoing relationship and scope of work through a lease between them. Among other things, a lease would need to (a) identify a start date that would include the period of time in which construction of the facility would occur, and a lease end date (presumed to include renewal periods); (b) identify responsibilities of the parties and ownership of improvements following the end of the lease term; (c) include a division of the responsibility for costs of the operation and maintenance of the facility and the surrounding grounds/appurtenances; (d) discuss responsibility for premises liability and insurance coverage, inclusive of coverage during the facility construction phase, and inclusive of obligations for repair and restoration of damaged premises; (e) provide

assurances regarding access to the facility by the public and user groups, which would be illustrated on a proposed site plan for the whole Campus; (f) describe parking to be provided on the Campus, inclusive of allocation, if desired, of maintenance obligations for such parking; (g) describe utilities to be brought to the pad location by City, again being part of a proposed site plan for the whole Campus; (h) identify obligations regarding maintenance of the facility and establish maintenance standards, which provisions may include the creation of and funding for a sinking fund for long term capital replacement projects; (i) identify the site pad size requirements and the actual leased premises; (j) outline anticipated timelines for the construction of the facility, and installation and development of parking facilities and infrastructure; (k) identify lease payments under the lease, if any; (l) address rights and limitations associated with assignment or subleasing under the lease; (m) address financing of facility improvements and subordination, attornment, and estoppel certificate issues associated with such financing; and (n) include as an exhibit to the lease the plans and specifications for the proposed facility, which would include a construction schedule.

6. As of the date of this MOU, the City is operating with the following understandings: (a) a Site Plan for the leased premises and the remainder of Campus (inclusive of parking and utilities) is expected to be completed on or before March 3, 2025; (b) the total number of parking stalls expected to be developed is approximately 500, which may be developed or installed in phases, to better coordinate with completion of the facility; (c) the City represents it has or will have sufficient resources to complete planning of the Campus, install utilities sufficient to serve the facility by the time of beginning of construction, and develop sufficient parking to serve the facility by the time of its completion; (d) the City represents that regardless of the time line for development of other facilities at Amend Park Recreation Campus, Yellowstone Ice would have sufficient access to the leased premises to allow construction of improvements at the leased premises in the absence of other development.
7. The construction of a recreational indoor ice facility will serve an important public purpose by allowing the City to facilitate a wide variety of recreation not otherwise available to its residents. It will also allow for competitions that will bring visitors to Billings and support local businesses.
8. Yellowstone Ice pledges to communicate with the Billings Amateur Hockey League on the scope and operations of the proposed recreational indoor ice

facility. To the extent other individuals or entities wish to confer with Yellowstone Ice on the scope and operations of the proposed recreational indoor ice facility, it pledges to confer with them if contacted.

9. The Parties believe that it is possible to initiate construction after the Site Plan completion in the Spring of 2025. To facilitate this goal, the City agrees that it will accept applications for permits required for construction from Yellowstone Ice and act upon them before a lease is executed. Yellowstone Ice understands that any permit issued before execution of a lease would be conditioned upon the Parties agreement on a lease.

10. The Parties will endeavor to execute a lease by March 15, 2025. This MOU is not meant to be an enforceable agreement and nothing in this MOU requires the Parties to enter into a lease agreement, or enter into a lease agreement of any particular terms.

**IN WITNESS WHEREOF**, the Parties hereto have caused this MOU to be executed by their duly authorized representatives as the date first above written.

**SIGNED:**

By:

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William A. Cole, Mayor of the City of Billings

By:

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[INSERT NAME AND TITLE]