

## **PROCEDURE FOR PERMIT APPLICATION FOR CONSTRUCTION AND MAINTENANCE OF PEDESTRIAN SKYWAY**

1. Application and Permit form can be obtained from the City Engineering Division.
2. Complete original form and one copy must be returned to the Engineering Division with the \$50.00 application fee to cover administrative review costs. The original application will be retained by the City Engineering Division; the duplicate will be the applicant's file copy.
3. The application must be signed by the **Property Owner** of record.
4. At least two weeks review time by the Engineering Division should be allowed. It shall be the applicant's responsibility to coordinate with all appropriate utilities.
5. If the City Council approves the Permit for the Construction and Maintenance of Pedestrian Skyway, the City will forward an executed copy of the Permit to the Public Works Account Clerk for the annual assessment to be placed on the tax rolls.
6. The Public Works Account Clerk will forward the original to Engineering for filing, and will forward an executed copy of the Permit to the property owner.



## **PERMIT FOR THE CONSTRUCTION AND MAINTENANCE OF A PEDESTRIAN SKYWAY**

Subject to the following terms and conditions, this provision is included and is part of the attached permit, is hereby granted:

1. **TERM.** This permit shall be in force and effect from the date for a term of 20 years and thereafter until either the removal of the pedestrian skyway or termination of the permit by the city upon sixty (60) days' written notice to the permittees.
2. **CONSTRUCTION AND MAINTENANCE PERMIT.** The pedestrian skyway hereafter constructed pursuant to this permit shall be erected and maintained within the guidelines of Section 6-903 of the Billings, Montana City Code (BMCC).
3. **REVOCATION.** This permit may be revoked by the City upon sixty (60) days' written notice to Permittee, at the address shown in the application hereto attached, but the City reserves the right to revoke this permit without giving said notice in the event Permittee breaks any of the conditions or terms set forth herein.
4. **BINDING COVENANT.** This permit and conditions shall run with the land binding the owners of the buildings connected by the pedestrian skyway, and their successors and assigns, to comply with the terms of the permit.
5. **CHANGES IN STREET.** If City changes street necessitating changes in structure or installations installed under this permit, Permittee shall make necessary changes without expense to City.
6. **CITY SAVED HARMLESS FROM CLAIMS.** The Permittee shall at all times during the continuance of the permit indemnify and hold the city harmless of and from all claims, demands, actions and liability of any kind whatsoever for damage to persons or property resulting from the construction, use or maintenance of skyway in the public right-of-way. The Permittee shall obtain prior to commencement of construction of the skyway and maintain at all times thereafter until the termination of the permit, for the mutual benefit of the Permittee and the city, general public liability insurance against claims for bodily injury, death or property damage occurring in, on or about the pedestrian skyway, such insurance to afford protection to limits as prescribed by council resolution, and to be issued by a company or companies licensed to do business in the state. Such policies shall provide that such insurance cannot be cancelled without prior written notice to the city.
7. **PROTECTION OF TRAFFIC.** Insofar as the interests of the City and the traveling public are concerned, all work performed under this permit shall be done under the supervision of the City Engineer of the City of Billings and his authorized representatives, and he/they shall indicate barriers to be erected, the lighting thereof at night, placing of flagmen and watchmen, manner which traffic is to be handled, shall specify to Permittee new road surfaces to be replaced if it is disturbed during operations, but said supervision shall in no way operate to relieve or discharge Permittee from any of the obligations assumed by acceptance of this permit, and especially those set forth under Section 6, hereof.
8. **STREET AND DRAINAGE.** If the work done under this permit interferes in any way with the drainage of the City streets or alleys affected, Permittee shall, at their own expense, make such provisions as the City may direct to take care of drainage.
9. **RUBBISH AND DEBRIS.** Upon completion of work contemplated under this permit, all rubbish and debris shall be immediately removed and the roadway and roadside left in a neat and presentable condition satisfactory to the City.
10. **WORK TO BE SUPERVISED BY THE CITY.** All work contemplated under this permit shall

- 12. REMOVAL OF INSTALLATIONS OR STRUCTURES. Unless waived by the City upon termination of this permit, the Permittee shall remove the installations or structures contemplated by this permit and restore the premises to the condition existing at the time of entering upon the same under this permit, reasonable and ordinary wear and tear and damage by the elements, or by circumstances over which the Permittee has no control, excepted.
- 13. MAINTENANCE AT EXPENSE OF PERMITTEE. The pedestrian skyway shall at all times be maintained in good condition, both interior and exterior, by the permitted, without expense to the city.
- 14. CITY NOT LIABLE FOR DAMAGE TO INSTALLATIONS. In accepting this permit, the Permittee agrees that the City shall not be held liable for any damage or injury done to said installations or structures by any City employee engaged in construction, alteration, repair, maintenance or improvement of the City street or alley.
- 15. CITY TO BE REIMBURSED FOR REPAIRING ROADWAY. Upon being billed therefore Permittee agrees to promptly reimburse City for any expense incurred in repairing surface of roadway due to settlement at installation, or for any damage to roadway or structure as a result of the work performed under this permit.
- 16. OTHER CONDITIONS AND/OR REMARKS. If this encroachment involves excavation in the public right-of-way, (1) a licensed and bonded contractor must obtain a right-of-way permit from the City Engineer's Office prior to start of work; and (2) applicant must maintain a subscription to Montana One-Call System for locating utility lines and underground facilities.

Dated at \_\_\_\_\_, Montana, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The undersigned, the "Permittee" mentioned in the foregoing instrument, hereby accepts this permit, together with all of the terms and conditions set forth therein.

City of Billings

\_\_\_\_\_

BY: \_\_\_\_\_

Mayor, William A. Cole

\_\_\_\_\_

**(PROPERTY OWNER)**

\_\_\_\_\_

(DATE)