

## **RESOLUTION 25-11303**

### **A RESOLUTION AUTHORIZING PERMIT FOR CONSTRUCTION AND MAINTENANCE OF PEDESTRIAN SKYWAY**

WHEREAS, Section 6-901, BMCC, encourages the private development over city streets and alleys of enclosed pedestrian skyways, but subject to uniform minimum standards to ensure that all such structures shall be constructed, finished, lighted and maintained in compliance with all applicable codes, and shall consistently be of high quality and attractive design and construction so as not to be detrimental to the surrounding properties, and so that they shall contribute to orderly and desirable development of the surrounding areas in the interest of the general public; and

WHEREAS, continued development within the hospital corridor is often dependent upon pedestrian skyway connections between medical office buildings and parking facilities over city streets and alleys to promote pedestrian safety, convenience and access; and

WHEREAS, Intermountain Health Care, Inc. is the Owner of the new Hospital being constructed located at 1201 North Broadway which is a multi-story hospital. Intermountain Health Care, Inc. is the Owner of the Yellowstone Medical Center located at 1200 12<sup>th</sup> Avenue North; and

WHEREAS, the Owner desires to construct and maintain a pedestrian skyway connecting its Hospital to the Yellowstone Medical Center, identified and attached, hereto, as Exhibit A; and

WHEREAS, City Council is empowered pursuant to §6-902, BMCC, to authorize the issuance of a permit to construct and maintain a pedestrian skyway over and across city streets or alleys upon a finding that such a pedestrian skyway is in the public interest.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA:

1. The City Council finds that the construction and maintenance of the pedestrian skyway, identified and attached as Exhibit A, is in the public interest and, therefore, authorizes the Mayor to execute and acknowledge a Permit for the Construction and Maintenance of a Pedestrian Skyway between the City and the Owner, identified and attached as Exhibit B, for the construction and maintenance of a pedestrian skyway connecting the Hospital and Yellowstone Medical Center over and across North Broadway.

2. Pursuant to Section 6-903(11), BMCC, the City Council prescribes that Owner, as Permittee, shall obtain prior to commencement of construction of the pedestrian 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, with minimum limits of \$1,500,000 each occurrence, naming the City as an additional insured.

PASSED AND ADOPTED by the City Council of the City of Billings, Montana, on the 13<sup>th</sup> day of October, 2025.

CITY OF BILLINGS



ATTEST:

By: William A. Cole  
William A. Cole, Mayor

By: Denise R. Bohlman  
Denise R. Bohlman, City Clerk

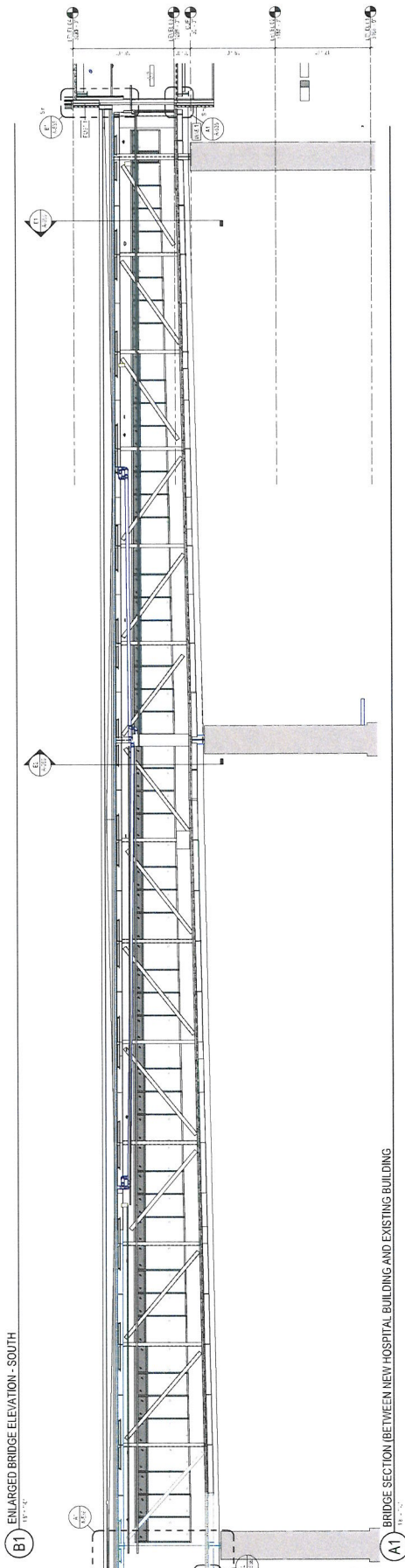
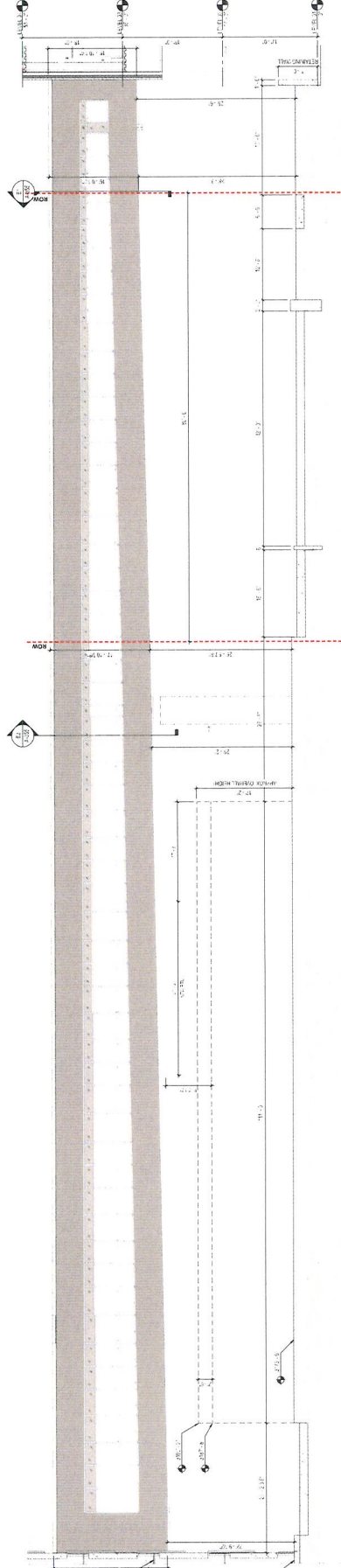
Intermountain Health  
New St. Vincent Hospital

[illegible]

PRELIMINARY

Sheet Number  
**A-355**

**Project Status**  
SITEWORK AND FOUNDATIONS PACKAGE







## PROCEDURE FOR ENCROACHMENT PERMIT APPLICATION

EFFECTIVE September 8th, 2025

1. Application and Permit form with “special provision” can be obtained from the City Engineering Division.
2. Complete original form and one copy must be returned to the Engineering Division with the \$75.00 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. The application fee of \$75.00 and the encroachment rental fees to be charged by the City of Billings are hereby established below. If there are any questions on the fee, please contact the Engineering Division at 657-8231.
  - A. Tier 1 encroachments shall be determined by the Public Works Department as those encroachments that have minimal impact to the right-of-way, including, but not limited to, awnings, hanging signs, landscaping, and conduit.
    - i. Annual rate per square foot of the encroachment area: \$2.32
    - ii. Annual rate per linear foot of the encroachment \$2.32
    - iii. Minimum annual fee per encroachment \$28.00
  - B. Tier 2 encroachments shall be determined by the Public Works Department as those encroachments that have a major impact to the right-of-way, making the encroached-upon portion of the right-of-way unusable to the public. Tier 2 encroachments include, but are not limited to signs on the ground, fences, restaurant patios, and buildings/structures in the right-of-way.
    - i. Annual rate per square foot of the encroachment area: \$7.80
    - ii. Annual rate per linear foot of the encroachment area: \$7.80
    - iii. Minimum annual fee per encroachment \$28.00
5. The above fees shall continue in full force and effect until changed by the City Council by subsequent resolution.
6. If the Engineering Division recommends approval of the application, the Permit Clerk will contact the applicant.
7. If the Engineering Division recommends denial of the application, the copy will be returned to the property owner, who may elect as an individual to submit the application to the City Clerk and the City Council for the appeal process.
8. If the City Council approves the Encroachment Permit, 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.
9. 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.



CITY ENGINEERING DIVISION  
2224 MONTANA AVE  
BILLINGS, MT 59102

STRUCTURE ENCROACHMENT APPLICATION AND PERMIT

\$75.00 / Per Resolution  
Application Annual Fee Tax Code Number

APPLICATION FOR PERMIT TO

Construction of a new permanent skybridge across North Broadway to connect the new SVH hospital to existing Yellowstone Medical Center outpatient clinics.

(Insert Nature of Permit)

1. Name of Applicant: Intermountain Health Care, Inc. Sisters of Charity of Leavenworth Health System, Inc. SCL - Montana
2. Address of Applicant: 500 Eldorado Blvd, Broomfield, CO 80212
3. Telephone number of applicant: 303-813-5566
4. Legal Description: Subdivision: Northside Add 3<sup>rd</sup> Filing, S32, T01 N, R26 E  
Lot(s): 27-28 Block: 9 Address: 1201 North Broadway
5. Property Owner/Permittee: Intermountain Health Care, Inc. Sisters of Charity of Leavenworth Health System, Inc. SCL Health - Montana
6. Property Owner/Permittee Address: \_\_\_\_\_
7. If Permittee is a corporation, give State of Incorporation and names of President and Secretary: \_\_\_\_\_
8. Nature of Permit desired: (Give sufficient detail to permit thorough understanding, and submit blueprints or sketches, in duplicate.)  
Encroachment permit for a pedestrian skybridge above the right of way of North Broadway, just south of the 12<sup>th</sup> Avenue North alignment
9. Location of installations or structures to be installed: Pedestrian skybridge above the right of way of North Broadway, just south of the 12<sup>th</sup> Avenue North alignment. Structural piers supporting the bridge are outside of the right of way.
10. For how long a period is the permit desired: Construction duration is August 2025 thru 2029. The structure will be permanent.
- REMARKS: A variance is granted for height of bridge. Code is 14 feet tall. The structure will vary from 16 feet to 17 feet in height above North Broadway

## SPECIAL PROVISIONS PERMIT

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 hereof until revoked as herein provided.
2. RENTAL OR FEES. Fees shall be as established by ordinance.
3. REVOCATION. This permit may be revoked by the City upon written notice to the 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. COMMENCEMENT OF WORK. No work shall be commenced until the Permittee notifies the City Engineer when he proposes to commence work.
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. In accepting this permit, the Permittee, its/his successors or assigns, agree to protect the City and save it harmless from all claims, actions or damage of every kind and description which may accrue to, or be suffered by, any person or persons, corporations or property by reason of the performance of any such work, character of materials used or manner of installations, maintenance and operation or by the improper occupancy of said street right-of-way, and in case any suit and or action is brought against the City and arising out of, or by reason of, any of the above causes, the Permittee, its/his successors or assigns, will, upon notice to it/ him of the commencement of such action defend the same at its/his sole cost and expense and satisfy any judgement which may be rendered against the City in any such suit or action.
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, the 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 be done under the supervision of, and to the satisfaction of, an authorized representative of the City, and the City hereby reserves the right to order the change of location or removal of any structure or installation authorized by this permit at any time, said changes or removal to be made at the sole expense of the Permittee.
11. CITY RIGHT NOT TO BE INTERFERED WITH. All such changes, reconstruction or relocation shall be done by Permittee in such a manner as will cause the least interference with any of the City's work, and the City shall not be liable for any damage to the Permittee by reasons of any such work by the City, its agents, contractors, or representatives, or by the installations or structures placed under this permit.
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 permittee shall maintain, at its/ his sole expense, the installations and structures for which this permit is granted, in a condition satisfactory 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.
17. **GRAFFITI CONDITIONS.** (Ord. No. 05-5332, § 14, 7-11-05)
  - 1) The permittee's application of an anti-graffiti material to the encroaching object of a type and nature that is acceptable to the city administrator, or the city administrator's designee;
  - 2) The permittee's immediate removal of any graffiti;
  - 3) The city's right to remove graffiti or to paint the encroaching object; or
  - 4) The permittee's providing the city with sufficient matching paint and/or anti-graffiti material on demand for use in the painting of the encroaching object containing graffiti.
18. **CONVENANT RUN WITH THE LAND.**  
The covenants, agreements, and all statements in this Permit run with the land and apply to and shall be binding on the heirs, personal representatives, successors, assigns and transferees of the respective parties.

Dated at Billings, Montana, this 13<sup>th</sup> day of October, 20 25

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

City of Billings

\_\_\_\_\_  
Bentley Peay (Oct 10, 2025 10:26:13 MDT)  
 (PROPERTY OWNER)

BY: William A. Cole  
 Mayor, William A. Cole  
10-13-25  
 (DATE)