

downtown *Billings*

Pedlet Program **Information & Application**

Updated 2/26/2021

Downtown Billings Alliance, Inc.
116 N. 29th St, Billings, MT 59101 - Tel. 406-294-5060
www.downtownbillings.com

Pedlet Program

Definition

A Pedlet is an extended structure that is installed by the business to extend its footprint to the sidewalk and/or to the on-street parking spaces. Normally, a pedlet structure is made of wooden fixtures and furniture that are installed seasonally between the months of May and October. However, a pedlet can be made of more durable material should the business owner choose to. A pedlet is also known as parklet nationally and perhaps globally.

Purpose

The purpose of this program is to provide guidance to businesses downtown who wish to pursue installing a seasonal pedlet in front of their business storefront. A pedlet encourages extending the business's seating or merchandise onto the sidewalk or portion of the street to create an urban setting where patrons can browse or consume goods in the outdoors. This practice: (i) attracts new customers and businesses to downtown Billings; (ii) stimulates new, private investment and economic development; (iii) positively impacts the marketability and perception of downtown Billings; and (iv) promotes commercial revitalization and creates a communal destination. This document will also offer a checklist to applicants as a tool to walk through the process of completing all the necessary paperwork and acquiring any required permits as well as building, installing, and/or storing pedlets.

The design and aesthetic appeal of the pedlet must be furnished with greenery (live or artificial) to create an inviting atmosphere. It is also expected for pedlets to incorporate safety measures to ensure the safety of pedestrians/patrons. Finally, a pedlet must not block walking accessibility for pedestrians.

Application timeline and Review Process

Applications are open between March 1st and 31st, 2021. Applications will be welcomed on a first come first served basis. Applicants will have a five-year first right of refusal. Applicants will:

- Receive a Pedlet Packet
- Fill out appropriate engineering permit and submit to City Engineering
- Pay the City the associated fees (if applicable e.g., Encroachment Permit Fee)
- Draft design/drawings of Pedlet structure
- Fill out and submit the Pedlet application to the DBA office with proof of completing the proper permitting
- The DBA office will review and recommend to the Billings Parking Board
- The Billings Parking Board will review and consider for approval

Parking expectations and fees

Pedlets may be assembled and displayed between May 1st and October 31st. They must be removed and stored away during the rest of the year. If encroaching over parking spaces, pedlets may only encroach over a maximum of three diagonal parking spaces (36 feet) or a maximum of two parallel parking spaces (50 feet). A flat rate of \$2,500.00 is to be paid to the City's Parking Division. This fee covers the entire duration (May - Oct) per year.

City Permits

Below are the two options of permits you must acquire from the City:

- **Temporary Outdoor Furniture/No Alcohol** – Use the attached Outdoor Furniture Permit.
- **Seasonal but Permanent Structure/With Alcohol** – Use the attached Encroachment Permit Application.

Pedlet Program Eligibility

Applicants are asked to answer the following questions to determine eligibility:

- | Yes | No | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Is the property within the Downtown Business District? |
| <input type="checkbox"/> | <input type="checkbox"/> | Are the property taxes current? |
| <input type="checkbox"/> | <input type="checkbox"/> | Do you have a moving and storage plan in place for the fall/winter? |

**If you answered 'No' to any of the above questions, please explain below:

Program Guidelines

Please read carefully and place a check mark next to each statement indicating that you understand the expectations.

- Applicants are responsible for all costs associated with necessary permits.
- All pedlets will follow the specifications provided and must meet all code requirements of the City of Billings as applicable.
- Applicants will be responsible for moving and storage each fall/winter season as well as installation each spring/summer season.
- Applicants will be responsible for required maintenance, repair, and cleaning of pedlet structures.

Please note: In addition, the Downtown Billings Alliance will collect applications and submit to the Billings Parking Board for review and approval. The Billings Parking Board reserves the right to offer, deny, or suggest changes of the proposal requesting a pedlet for any reason not specifically listed in this document including but not limited to, receiving inaccurate or incomplete information.

Pedlet Program Application

Business Name
Date
Business Type
Business address
Contact Person
Phone
Email
Please circle all that applies: Business Owner Property Owner Both
Property Address
Property Owner
Property Owner Phone
Proposed Project Date
Anticipated Project Completion Date

Please remember to provide the following:

- Moving & storage plan
- Photo of proposed location of pedlet
- Eligibility checklist (listed above)

Signature of Property Owner _____

Date _____

Signature of Business Owner _____

Date _____

Disclaimer:

The Downtown Billings Alliance, Inc., its committees, partners and or affiliates are not responsible for the planning, design, or construction of improvements to property that is owned by the applicant. No warranties or guarantees are expressed or implied by the description of, application for, or participation in Pedlet Program. The applicant is advised to consult with licensed architects, engineers, or building contractors before proceeding with final plans or construction.

City Engineering Division

2224 Montana Avenue
 Billings, MT 59101
 Office (406) 657-8231
 Fax (406) 237-6291

REVOCABLE OUTDOOR FURNITURE PERMIT (FOR PLACEMENT WITHIN THE PUBLIC RIGHT-OF-WAY)

Name of Applicant: _____ Phone: _____

Address of Applicant: _____

Property Owner (Permittee): _____ Phone: _____

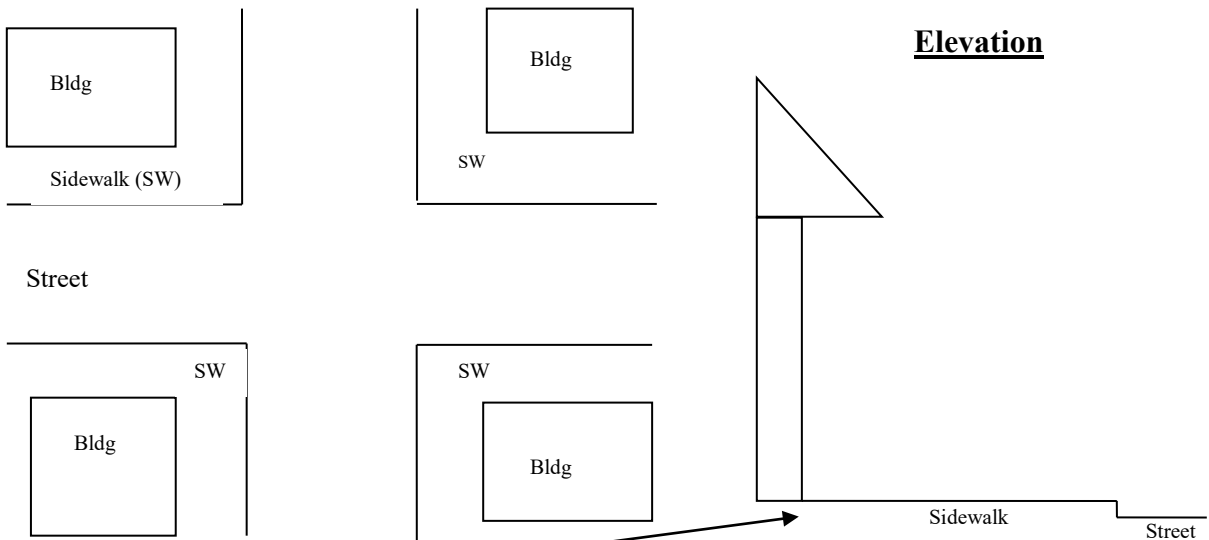
Property Owner's Address: _____

Legal Description: (**Must be located in the Central Business District**) Subdivision: _____

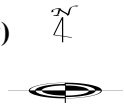
Lot(s): _____ Block: _____ Address: _____

Details: _____

Location of Furniture (Please use diagram below and include dimensions):



- Fill in:**
1. Proposed location
 2. Driveway approach location (if any)
 3. Building Entrance



Terms and Conditions

- The city may require an annual rental/obstruction fee.
- Sidewalk furniture must be placed between building and walkway. A minimum of eight (8) feet of clear sidewalk space must be maintained at all times. Clearances less than eight feet may be approved on an individual basis.
- The furniture may not block exits or entrances to businesses.
- The furniture shall be maintained at all times.
- The furniture shall be of sufficient weight or must be weighted down to prevent being easily knocked or blown over.
- Anything placed in the right of way shall comply with all site and clear vision requirements (27-615 BMCC) of the city, and should the encroachment be found in noncompliance with the city standard, the encroachment may be removed by the city code enforcement officer without any notice.

Liability: The property owner and/or business owner must secure and furnish a certificate of liability insurance, with coverage of at least one million dollars (\$1,000,000.00) per occurrence naming the City of Billings and the State of Montana as additionally insured. In addition, the permittee agrees that the city is not held liable for any damage/injury caused by the encroachment.

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

Permittee: _____ Date: _____

FOR OFFICE USE ONLY

Dated at _____, Montana, this _____ day of _____, 20____

Approved Denied Permit Valid from _____ to _____

STAFF SIGNATURE: _____ TITLE: _____

PROCEDURE FOR ENCROACHMENT PERMIT APPLICATION

EFFECTIVE November 29, 1999

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 \$60.00 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 \$60.00 and the annual fee (typically \$1.00 per square foot of encroachment area is billed annually on the owner’s property tax statement) must be completed on the Application and Permit form and the fee submitted to the City Engineer. If there is any question on the fee, please contact the Engineering Division at 657-8231.
5. If the Engineering Division recommends the approval of the application, the Permit Clerk will contact the applicant.
6. 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.
7. 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.
8. 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

 \$60.00 /
Application Annual Fee Tax Code Number

APPLICATION FOR PERMIT TO

(Insert Nature of Permit)

1. Name of Applicant: _____

2. Address of Applicant: _____

3. Telephone number of applicant: _____

4. Legal Description: Subdivision: _____

Lot(s): _____ Block: _____ Address: _____

5. Property Owner: _____
(Permittee)

6. Property Owner's 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 blue prints or sketches, in duplicate.)

9. Location of installations or structures to be installed: _____

10. For how long a period is the permit desired: _____

REMARKS: _____

Dated at _____, Montana, this _____ day of _____, 20____

SIGNATURE OF PROPERTY OWNER
(Permittee)

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 \$1.00 / sq. ft. / year or as established by ordinance.
3. **REVOCAION.** This permit may be revoked by the City upon 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. **COMMENCEMENT OF WORK.** No work shall be commenced until 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, 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. 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. No Live or amplified music, only background music is allowed.
18. Placement of tables shall be such that are in front of " "building only and they do not obstruct access to adjacent businesses.
19. Placement of tables shall be per exhibit attached to this permit.
20. The operator of the patio shall indemnify and hold the city harmless for activity that takes place within the public right-of-way. Permittee shall provide proof of an insurance policy, issued by a company licensed to do business in the State of Montana, in the amount of \$1,500,000 combined single limit, protecting the vendor and the city from all claims for damages to property and bodily injury, including death, which may arise from products liability and operations under or in connection with the permit. An additional \$1,000,000 liquor liability insurance shall be provided if alcohol is being served. Such insurance shall name the city as an additional insured and shall indemnify the city against any and all liability, loss or damage that the city may suffer as a result of claims, demands, costs or judgments resulting from activities related to use of the patio area within the public right-of-way.
21. The City reserves the right to revoke the encroachment permit at any time if nuisance complaints are being received from the public, if any conditions of the encroachment permit are violated, or if state or local laws regarding the sale or consumption of alcoholic beverages are violated. Revocation of the permit may be appealed to the City Council for final consideration.
22. Hours of operation within the public right-of-way shall be limited to between 8 AM and 10PM.
23. Placement of tables shall be such that minimum of 5 feet of unobstructed sidewalk width remains.

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 Engineering Division of the Public Works Department

BY: _____

(CITY ENGINEER)

(PROPERTY OWNER)

(DATE)