

# Agenda Items

## MUTUAL GENERAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual General Release and Settlement Agreement (“Release”) is entered into between the Montana Municipal Interlocal Authority FKA Montana Municipal Insurance Authority (the “MMIA”) and the City of Billings (the “City” or “Billings”).

This Release is intended to release any and all claims between the City and the MMIA of any kind or nature, including but not limited to, claims for indemnity, reimbursement, allocation, apportionment and/or interest, for the jury verdict, judgment, attorneys’ fees, and/or costs from, or in any way related to, *Feuerstein v. Billings Police Department, et al*, Cause No. DV-06-0332, Montana Thirteenth Judicial District Court, Yellowstone County, Montana (the “*Feuerstein* Litigation”).

It is expressly understood and agreed by the City and the MMIA that this Agreement is limited to claims between the City and the MMIA and shall have no effect upon any claims which the MMIA has or may have against Specialty National Insurance Company (“Specialty National”).

In consideration of the payment of the settlement sum of Five Hundred Thousand Dollars (\$500,000) by the City to the MMIA and other good and valuable consideration flowing between the parties as recited in this Release, all claims as between the City and the MMIA shall be and are resolved as between them with respect to the civil action *Montana Municipal Interlocal Authority v. City of Billings and Specialty National Insurance Company*, Cause No.: CFV-2010-48 (First Judicial District, Lewis and Clark County) pending before the Honorable Kathy Seeley (the “Coverage Litigation”). The *Feuerstein* Litigation and the Coverage Litigation are collectively referred to as “the Civil Litigation.”

The City and the MMIA agree as follows:

**1. Release**

The MMIA and the City fully and forever release and discharge each other, and their respective heirs, personal representatives, successors, assigns, agents, partners, employees and attorneys from any and all actions, claims, causes of action, demands, or expenses for damages or injuries, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of the described Civil Litigation.

**2. Future Damages**

Inasmuch as the injuries, damages, and losses resulting from the events referenced herein may not be fully known and may be more numerous or more serious than it is now understood or expected, the MMIA and the City agree, as a further consideration of this agreement, that this Release applies to any and all injuries, damages and losses which either of them has or may sustain or claim as between them resulting from or related to the Civil Litigation described herein, even though now unanticipated, unexpected and unknown, as well as any and all injuries, damages and losses which have already developed and which are now known or anticipated.

**3. No Admission of Liability**

It is understood that this Release is entered into between the MMIA and the City in full satisfaction and accord to compromise a disputed claim, and that neither the payment of the sum by City, nor any other consideration stated herein, nor the negotiations for settlement shall be considered as an admission of liability by either party to this Release.

**4. No Additional Claims**

The City and the MMIA represent that no additional claims are contemplated against any other party potentially liable for the losses, damages, and injuries for which this Release is given; provided, however, that nothing in this Release shall be construed to in any way limit the ability of the MMIA to pursue any claim which it may have against Specialty National related to the Civil Litigation described herein. In the event any additional claim is made which directly or indirectly results in additional liability exposure to either party to this Release for losses, injuries, and damages for which this Release is given, each party to this Release covenants and agrees to indemnify and save the other harmless from all such claims and demands, including reasonable attorneys' fees and all other expenses necessarily incurred, arising from the negligent or intentional acts of the other.

**5. Stipulation for Dismissal With Prejudice**

The City and the MMIA stipulate and agree that the parties to this Release shall dismiss with prejudice, as fully settled upon the merits, the above-described Coverage Litigation as between them. Each party shall pay their respective costs and attorneys' fees.

**6. Disclaimer**

The parties to this Release have carefully read the foregoing, discussed its legal effect with their respective attorneys, understand the contents thereof, and sign the same of their own free will and accord.

This Release shall be binding upon each party's heirs, successors, personal representatives and assigns.

**7. Severability**

Should any provision of this Release be determined to be unenforceable, all remaining terms and clauses shall remain in force and shall be fully severable.

**8. Choice of Law**

The laws of the State of Montana shall apply to the interpretation of this Release.

**9. Final Agreement**

This written Release constitutes the final agreement between the parties to this Release and shall supersede any oral agreements to the contrary.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.



MONTANA MUNICIPAL INTERLOCAL AUTHORITY

\_\_\_\_\_  
**By:**

\_\_\_\_\_  
**Its:**

STATE OF MONTANA     )  
  :SS.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the person named in the foregoing Release, and acknowledged to me that he/she executed the same as his/her free act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

\_\_\_\_\_  
**NOTARY PUBLIC FOR THE STATE OF MONTANA**

Printed Name: \_\_\_\_\_

Residing at \_\_\_\_\_

My Commission expires: \_\_\_\_\_

(mm/dd/yyyy)

APPROVED BY:

\_\_\_\_\_  
Stanley T. Kaleczyc  
Attorney for City of Billings

# Other Items



# CITY OF BILLINGS

## POLICE DEPARTMENT

P.O. Box 1554 • Billings, MT 59103  
220 N. 27th St. • Billings, MT 59101  
(406) 657-8460 • Fax (406) 657-8417 • Email bpd@ci.billings.mt.us



July 5, 2013

TO: MAYOR AND CITY COUNCIL (FOR FRIDAY PACKET)

THRU: TINA VOLEK, CITY ADMINISTRATOR

FROM: CHIEF RICH ST. JOHN

SUBJ: ANNUAL JUSTICE ASSISTANCE GRANT (JAG) FOR 2013 REQUIREMENT OF 30 DAY NOTICE TO GOVERNING BODY

We have confirmed on-line that the City will receive \$65,371 from the annual 2013 JAG Grant. We will be sharing \$10,725 of our allocation with the Yellowstone County Sheriff's Office (YCSO) for purchase of a stun belt, thermal imaging camera, and a zodiac style raft. The City and the County will submit a joint application, but the City will retain administration of the 2013 JAG Grant.

This grant requires the governing body be notified of the grant 30 days prior to submission of the application. This year we plan on purchasing interior patrol car equipment, patrol rifle ammunition, 2 radar units, a WG DVD burner, 5 Glock 22 pistols, and 4 Tasers. We also plan on purchasing uniforms, promotional materials, and JustWare software for the Domestic Violence Investigator.

The submittal of the application and approval of the award will be scheduled as an agenda item for your approval at the August 12, 2013, City Council meeting. Applications will be processed by Bureau of Justice Assistance and a special condition will be placed on each award related to the 30-day notification requirement. This special condition will be released once the award has been accepted and the 30-day review period has been satisfied.

June 28, 2013

Mayor Tom Hanel and Billings City Council  
City of Billings  
210 N 27th St  
Billings, MT 59101

Dear Mayor Hanel and City Council:

We are pleased to inform that a property within your jurisdiction, **the Northern Hotel**, was listed in the National Register of Historic Places on **June 12, 2013**.

The National Register is the nation's official list of historic properties worthy of preservation. Listing in the National Register is an honor that provides wider recognition of a property's historic values, and assists in preserving Montana's heritage. Certain benefits are available to the owners of National Register properties through the Montana Historic Preservation Office. These benefits include economic tax incentives for the rehabilitation of commercial or residential rental historic properties, very limited grant funding (when made available by the National Park Service, Department of the Interior), and technical assistance provided by the Preservation Office staff.

Montana properties listed in the National Register also qualify for our Historic Places Sign Program. Owners of listed properties receive financial assistance for the production of signs to identify NRHP properties.

We thank you for your interest in Montana's heritage, and hope you will join us in supporting the protection and preservation of Montana's historic places. If you have questions about the National Register program or are in need of technical preservation assistance, please do not hesitate to call upon us.

Sincerely,



John Boughton,  
National Register Program  
Montana State Historic Preservation Office  
Helena, MT

225 North Roberts Street  
P.O. Box 201201  
Helena, MT 59620-1201  
(406) 444-2694  
(406) 444-2696 FAX  
montanahistoricalsociety.org





# July 2013



Sun	MON	TUE	WED	THU	FRI	SAT
	1	2	3 AA5 Bin 119 (rained out date)	4 Freedom 5K Run 6:30am-10:30am Heights	5	6
7	8	9	10	11 AA5 Walkers Grill 3pm-9pm	12	13
14	15	16	17	18 AA5 Tiny's Tavern 3pm-9pm	19 BSSG 5K 5:15pm-7:30pm Finish-Daylis Track	20 Farmers Market Every Saturday thru Oct. 5th 6am-1pm Downtown
21 BSSG Triat/Dua5:30am-11am Heights Harper&Madison 10th Ave N	22	23	24	25 AA5 The Rex 3pm-9pm	26	27 *Fiesta @ South Park 8am-6pm
28	29	30	31			

## Special Event Calendar

### \* Approval Pending

For questions or details:  
wellbrooks@ci.billings.mt.us



# August 2013



SUN MON TUE WED THU FRI SAT

1  
AA5  
Montana Brewing  
Company

2

3

4

5

6

7

8  
AA5  
Pug Mahon's

9  
Magic City Blues  
Fest  
9am-Sunday 1am  
Montana Ave

10  
Magic City Blues  
Montana Ave

1 1  
Magic City Blues  
Montana Ave  
closed until  
1:00 am

1 2

1 3

1 4

1 5  
AA5  
Monte Carlo

1 6

1 7  
Quality of Life Run  
7am-10am  
\*Stampede Days  
5pm-12

1 8

1 9

2 0

2 1

2 2  
AA5  
Downtown Billings

2 3  
\*Billings Clinic  
Classic

2 4  
\*Billings Clinic  
Classic

2 5  
\*Billings Clinic  
Classic

2 6

2 7

2 8

2 9

3 0  
Burn the Point  
Parade Route  
5:30pm-12:30am

3 1

## Special Event Calendar

\*Approval  
Pending

For questions or details:  
wellbrooks@ci.billings.mt.us



# September 2013 *Billings*



SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3	4	5 AA5 Billings Gazette 3pm-9pm	6	7 *Antique Flea Market Downtown area 6am-8pm
8	9	10	11	12	13 *Skyview High School Home Coming Parade Heights 12:30pm-2pm	14
15 Montana Marathon 6am-1pm	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

## Special Event Calendar

\*Approval Pending

For questions or details:  
wellbrooks@ci.billings.mt.us