

## CITY OF BILLINGS

### CITY OF BILLINGS VISION STATEMENT:

**“THE MAGIC CITY – A VIBRANT, WELCOMING PLACE WHERE  
PEOPLE FLOURISH AND BUSINESS THRIVES.”**

### AGENDA

**COUNCIL CHAMBERS**

**December 20, 2010**

**6:30 P.M.**

**CALL TO ORDER – Mayor Hanel**

**PLEDGE OF ALLEGIANCE – Mayor Hanel**

**INVOCATION – Mayor Hanel**

**ROLL CALL**

**MINUTES: December 13, 2010**

**COURTESIES: Recognition and appreciation of service - Judge Mary Jane Knisely**

**PROCLAMATIONS**

**ADMINISTRATOR REPORTS - TINA VOLEK**

**PUBLIC COMMENT on “NON-PUBLIC HEARING” Agenda Items: #1 and #2. Speaker sign-in required.** (Please sign up on the clipboard located at the podium. Comment on items listed as public hearing items will be heard ONLY during the designated public hearing time for each respective item. For Items not on this agenda, public comment will be taken at the end of the agenda. Please sign up on the clipboard located at the podium.)

**1. CONSENT AGENDA -- Separations:**

**A. Mayor Hanel recommends that Council confirm the following appointments:**

**1.**

	<b>Name</b>	<b>Board/Commission</b>	<b>Term</b>	
			<b>Begins</b>	<b>Ends</b>
1	Sterling Starr	Aviation & Transit	01/01/11	12/31/14
2	Charles Peterson Jr.	Aviation & Transit	01/01/11	12/31/14

3	Christopher Cook	Bicycle & Pedestrian Advisory	01/01/11	12/31/13
4	No Application	Board of Adjustments	12/20/10	12/31/13
5	No Application	Board of Adjustments	12/20/10	12/31/13
6	No Application	Board of Appeals - Architect	01/01/11	12/31/13
7	No Application	Board of Appeals - Electrical	01/01/11	12/31/13
8	No Application	Board of Appeals	01/01/11	12/31/14
9	No Application	Board of Appeals	01/01/11	12/31/14
10	No Application	Board of Ethics	01/01/11	12/31/14
11	David Goodridge	Community Development Low Mod	01/01/11	12/31/14
12	Kamber Kelly	Community Development Low Mod	01/01/11	12/31/14
13	Patt Leikam	Community Development Low Mod	01/01/11	12/31/14
14	No Application	Community Development	01/01/11	12/31/14
<del>15</del>	-	<del>Energy &amp; Conservation Commission</del>	<del>01/01/11</del>	<del>12/31/14</del>
<del>16</del>	-	<del>Energy &amp; Conservation Commission</del>	<del>01/01/11</del>	<del>12/31/14</del>
<del>17</del>	-	<del>Energy &amp; Conservation Commission</del>	<del>01/01/11</del>	<del>12/31/14</del>
<del>18</del>	-	<del>Energy &amp; Conservation Commission</del>	<del>01/01/11</del>	<del>12/31/14</del>
<del>19</del>	-	<del>Energy &amp; Conservation Commission</del>	<del>01/01/11</del>	<del>12/31/14</del>
<del>20</del>	-	<del>Energy &amp; Conservation Commission</del>	<del>01/01/11</del>	<del>12/31/14</del>

21	-	Energy & Conservation Commission	<del>01/01/11</del>	<del>12/31/14</del>
22	-	Energy & Conservation Commission	<del>01/01/11</del>	<del>12/31/14</del>
23	-	Energy & Conservation Commission	<del>01/01/11</del>	<del>12/31/14</del>
24	-	Energy & Conservation Commission	<del>01/01/11</del>	<del>12/31/14</del>
25	Maureen Jurovich	Housing Authority	01/01/11	12/31/15
26	No Application	Housing Authority - Resident Comm	01/01/11	12/31/13
27	Stephen Marsh	Human Relations Commission	01/01/11	12/31/14
28	Diane Foley	Human Relations Commission	01/01/11	12/31/14
29	Kayla Miller	Human Relations Commission	01/01/11	12/31/14
30	No Application	Human Relations Commission	01/01/11	12/31/14
31	Shari Nault Pullar	Library Board	01/01/11	12/31/14
32	Adela Awner	Mayor's Committee on Homelessness	01/01/ 11	12/31/14
33	Lucy Brown	Mayor's Committee on Homelessness	01/01/11	12/31/14
34	Sheri Boelter	Mayor's Committee on Homelessness	01/01/11	12/31/14
35	Bruce MacIntyre	Mayor's Committee on Homelessness	01/01/11	12/31/14
36	Mona Sumner	Mayor's Committee on Homelessness	01/01/11	12/31/14
37	Stephan Bradley	Mayor's Committee on Homelessness	01/01/11	12/31/14
38	No Application	Mayor's Committee on Homelessness	01/01/11	12/31/14
39	No Application	Mayor's Committee on Homelessness	01/01/11	12/31/14
40	No Application	Mayor's Committee on Homelessness	01/01/11	12/31/14

41	No Application	Mayor's Committee on Homelessness	01/01/11	12/31/14
42	Bruce Simon	Parking Advisory Board	01/01/11	12/31/14
43	No Application	Parking Advisory Board	01/01/11	12/31/14
44	No Application	Parking Advisory Board	01/01/11	12/31/14
45	Richard DeVore	Parks/Recreation & Cemetery Board	01/01/11	12/31/14
46	David Williams	Parks/Recreation & Cemetery Board	01/01/11	12/31/14
47	Brent Krueger	Traffic Control	01/01/11	12/31/14
48	Todd Cormier	Traffic Control	01/01/11	12/31/14
49	Zach Meyers	City/County Planning - Ward I	01/01/11	12/31/12
50	Damian Forrester	City/County Planning - Ward II	12/20/10	12/31/11
51	Donna Forbes	City/County Planning - Ward III	01/01/11	12/31/12
52	Susan Gilbertz	City/County Planning - Ward IV	01/01/11	12/31/12
53	No Application	City/County Planning - Ward V	01/01/11	12/31/12
54	Matt Krivonen	Zoning Commission	01/01/11	12/31/14

4. Unexpired term of LaVerne Bass  
5. Unexpired term of Terry Madtson  
50. Unexpired term of Alex Tommerup

- B. Assignment and Transfer** of three West End Hangar Ground Leases from Steve Vold to Steven A. Vold Revocable Trust and Susan K. Vold Revocable Trust as Tenants in Common.
- C. Amendment** to the Scheduled Airline Operating Agreements with Horizon Air, United Airlines, Delta Air Lines (as assignee and successor to Northwest Airlines), Great Lakes Aviation, and Allegiant Air extending the Agreement expiration date to June 30, 2011.
- D. Approval** of South Billings Urban Renewal Association's request to allocate up to \$300,000 to develop a Master Plan for the South Billings Boulevard Urban Renewal District.
- E. Acknowledge receipt of petition to vacate** street rights-of-way within The Village Subdivision; Sisters of Charity of Leavenworth Health System, property owner; and setting a public hearing date of January 24, 2011.

- F. **Acceptance** of Warranty Deed and landscaping with 2-year maintenance from Big Sky Florists Supply for a tract of land situated in Lot 12-A-2 of the Plat of Amended Lot 12-A, Block 3, Midland Subdivision, 5th Filing, located east of South 29th Street West and constructed as a portion of the Bannister Trail under Work Order 06-10.
- G. **Subordination of Housing Rehabilitation Loan** for Rebecca A. Kraft (Borchard); \$23,362.
- H. **Ratification of a new grant application** to Montana Mental Health Settlement Trust for a 2-year program for the Billings Adult Misdemeanor Mental Health Court (BAMHC); \$244,220.
- I. **Final Plat** of Circle Inn Subdivision.
- J. **Bills and Payroll:**
  - 1. November 26, 2010

**REGULAR AGENDA:**

- 2. **APPROVAL** of Council sub-committee's recommendation for appointment of Municipal Court Judge. (Action: approval or disapproval of Council sub-committee's recommendation.)
- 3. **CITY ADMINISTRATOR EMPLOYMENT AGREEMENT RENEWAL FOR THE PERIOD OCTOBER 2010 THROUGH SEPTEMBER 2012.** (Action: approval or disapproval of Employment Agreement Renewal.)

**PUBLIC COMMENT** on Non-Agenda Items -- Speaker Sign-in required. (*Restricted to ONLY items not on this printed agenda. Please sign up on the clipboard located at the podium.*)

**COUNCIL INITIATIVES**

**ADJOURN**

*Additional information on any of these items is available in the City Clerk's Office.*

*Reasonable accommodations will be made to enable individuals with disabilities to attend this meeting. Please notify Cari Martin, City Clerk, at 657-8210.*

**Regular City Council Meeting****Date: 12/20/2010****TITLE:** Boards & Commissions –Appointments**PRESENTED BY:** Tina Volek,  
City Hall Administration**Department:** City Hall Administration**Information****PROBLEM/ISSUE STATEMENT**

Confirmation of the appointments for Board and Commission positions that are vacant or up for re-appointment. Term expiration dates on term ending vacancies are December 31, 2010, and the positions must be filled.

**ALTERNATIVES ANALYZED**

Council may:

- Approve the confirmation of appointment; or
- Not approve the confirmation of appointment.

**FINANCIAL IMPACT**

No financial impact involved.

**RECOMMENDATION**

Mayor Hanel recommends that Council confirm the following appointment:

	Name	Board/Commission	Term	
			Begins	Ends
1	Sterling Starr	Aviation & Transit	01/01/11	12/31/14
2	Charles Peterson Jr.	Aviation & Transit	01/01/11	12/31/14
3	Christopher Cook	Bicycle & Pedestrian Advisory	01/01/11	12/31/13
4	No Application	Board of Adjustments	12/20/10	12/31/13
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<del>15</del>	<del>-</del>	<del>Energy &amp; Conservation Commission</del>	<del>01/01/11</del>	<del>12/31/14</del>

16	-	<del>Energy &amp; Conservation Commission</del>	<del>01/01/11-</del>	<del>12/31/14-</del>
17	-	<del>Energy &amp; Conservation Commission</del>	<del>01/01/11-</del>	<del>12/31/14-</del>
18	-	<del>Energy &amp; Conservation Commission</del>	<del>01/01/11-</del>	<del>12/31/14-</del>
19	-	<del>Energy &amp; Conservation Commission</del>	<del>01/01/11-</del>	<del>12/31/14-</del>
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39	No Application	Mayor's Committee on Homelessness	01/01/11	12/31/14
40	No Application	Mayor's Committee on Homelessness	01/01/11	12/31/14
41	No Application	Mayor's Committee on Homelessness	01/01/11	12/31/14
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43	No Application	Parking Advisory Board	01/01/11	12/31/14
44	No Application	Parking Advisory Board	01/01/11	12/31/14
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46	David Williams	Parks/Recreation & Cemetery Board	01/01/11	12/31/14
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54	Matt Krivonen	Zoning Commission	01/01/11	12/31/14

- 4. Unexpired term of LaVerne Bass
- 5. Unexpired term of Terry Madtson
- 50. Unexpired term of Alex Tommerup

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting****Date: 12/20/2010**

**TITLE:** Assignment and Transfer of Three (3) West End Hangar Ground Leases from Steve Vold to Steven A. Vold Revocable Trust and Susan K. Vold Revocable Trust

**PRESENTED BY:** Tom Binford,  
Airport

**Department:** Airport

**Information****PROBLEM/ISSUE STATEMENT**

On April 22, 1996, Steve Vold entered into a West End Hangar Ground Lease with the City of Billings for a parcel of land in Township 1 North, Range 25 East, Section 25, referred to as Lot 4 (said parcel containing 5,950 square feet) and subsequently built a 60' x 60' hangar on the leased parcel at 2551 Overlook Drive. This Lease expires on April 30, 2016. On October 13, 1998, Mr. Vold entered into a second West End Hangar Ground Lease with the City for a parcel of land in Township 1 North, Range 25 East, Section 25, referred to as Lot 6 (said parcel containing 5,950 square feet) and subsequently built a 60' x 60' hangar on this leased parcel at 2531 Overlook Drive. The Lot 6 lease expires on October 31, 2018. On August 13, 2007, Mr. Vold purchased a 60' x 60' hangar built by Martin Elshire on a parcel of land leased from the City by Mr. Elshire in Township 1 North, Range 25 East, Section 25, referred to as Lot 8 (said parcel containing 5,950 square feet) and located at 2511 Overlook Drive. Mr. Elshire assigned his hangar lease to Mr. Vold as part of the hangar purchase process. The Lot 8 Lease expires on July 31, 2019.

Mr. Vold wishes to change the name of the lessee on the leases to accommodate changes he has made in his estate plan. The Assignment and Transfer documents will change the Lessee on each Lease from Steve Vold (individually) to Steven A. Vold Revocable Trust and Susan K. Vold Revocable Trust as Tenants in Common.

**ALTERNATIVES ANALYZED**

The City Council may:

- Approve the Assignment and Transfers on three (3) West End Hangar Ground Leases currently leased by Steve Vold; or
- Not approve the Assignment and Transfers on the three (3) West End Hangar Ground Leases currently leased by Steve Vold, requiring the name on the Leases to remain in Mr. Vold's name individually.

**FINANCIAL IMPACT**

There is no direct financial impact from this action. The name on the Leases is all that changes with these Assignment and Transfers; all other terms and conditions remain in full force and effect until the respective expiration dates of the Leases.

**RECOMMENDATION**

Staff recommends that Council approve the Assignment and Transfers of three (3) West End Hangar Ground Leases from Steve Vold to Steven A. Vold Revocable Trust and Susan K. Vold Revocable Trust as Tenants in Common.

**Attachments**

Assign - L4

Assign - L6

Assign - L8

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**ASSIGNMENT AND TRANSFER**

Steve Vold  
c/o Aerotronics  
1651 Aviation Place  
Billings, MT 59105

with the consent of the City of Billings, hereby grants, transfers, assigns, sells, and sets over to

Steven A. Vold Revocable Trust and Susan K. Vold  
Revocable Trust as Tenants in Common  
1420 Oklahoma Star Trail West  
Billings, MT 59105

a one hundred percent (100%) undivided interest in the following described property and property interests:

1. That certain leased parcel of real property, together with improvements, specifically described as follows:

Commencing at the S.E. corner of Section 25 (Iron Pipe), T.1.N., R. 25 E., P.M.M., Yellowstone County, Montana; thence from said point N 32°01'07" W a distance of 2,689.76 feet to the Point of Beginning; thence N 69°00'33" W a distance of 85.00 feet; thence S 20°59'27" W a distance of 70.00 feet; thence S 69°00'33" E a distance of 85.00 feet; thence N 20°59'27" E a distance of 70.00 feet to the Point of Beginning.

Said parcel containing 5,950 square feet.

2. That certain West End Hangar Ground Lease entered into by and between the CITY OF BILLINGS, MONTANA as Lessor and Steve Vold as Lessee (hereafter known as Assignor), dated April 22, 1996.

This Assignment and Transfer is made on condition that Steven A. Vold Revocable Trust and Susan K. Vold Revocable Trust as Tenants in Common as Assignee, takes all property and property interests subject to all of the conditions and provisions of the West End Hangar Ground

Lease. Assumption of any rights under this Assignment constitutes acceptance pursuant to the conditions imposed by Assignor.

ASSIGNMENT AND TRANSFER made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**LESSOR: CITY OF BILLINGS**

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

TITLE: MAYOR

STATE OF MONTANA )  
 :SS  
County of Yellowstone )

On \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

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

\_\_\_\_\_ (Signature)

(NOTARIAL SEAL)

\_\_\_\_\_ (Printed Name)

NOTARY PUBLIC for State of Montana

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

My Commission Expires \_\_\_\_\_



**ASSIGNEE: STEVEN A. VOLD REVOCABLE TRUST AND SUSAN K. VOLD REVOCABLE TRUST AS TENANTS IN COMMON**

BY: \_\_\_\_\_  
STEVEN A. VOLD, TRUSTEE

BY: \_\_\_\_\_  
SUSAN K. VOLD, TRUSTEE

STATE OF MONTANA     )  
  :SS  
County of Yellowstone     )

On \_\_\_\_\_, 20 \_\_\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

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

\_\_\_\_\_ (Signature)

(NOTARIAL SEAL)

\_\_\_\_\_ (Printed Name)

NOTARY PUBLIC for State of Montana

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

My Commission Expires \_\_\_\_\_

**ASSIGNMENT AND TRANSFER**

Steve Vold  
c/o Aerotronics  
1651 Aviation Place  
Billings, MT 59105

with the consent of the City of Billings, hereby grants, transfers, assigns, sells, and sets over to

Steven A. Vold Revocable Trust and Susan K. Vold  
Revocable Trust as Tenants in Common  
1420 Oklahoma Star Trail West  
Billings, MT 59105

a one hundred percent (100%) undivided interest in the following described property and property interests:

1. That certain leased parcel of real property, together with improvements, specifically described as follows:

Commencing at the S.E. Corner of Section 25 (Iron Pipe), T. 1. N., R. 25 E., P.M.M., Yellowstone County, Montana; thence from said point, N 34°28'34" W a distance of 2,607.92 feet to the Point of Beginning; thence N 69°00'33" W a distance of 85.00 feet; thence S 20°59'27" W a distance of 70.00 feet; thence S 69°00'33" E a distance of 85.00 feet; thence N 20°59'27" E a distance of 70.00 feet to the Point of Beginning.

Said parcel containing 5,950 square feet.

2. That certain West End Hangar Ground Lease entered into by and between the CITY OF BILLINGS, MONTANA as Lessor and Steve Vold as Lessee (hereafter known as Assignor), dated October 13, 1998.

This Assignment and Transfer is made on condition that Steven A. Vold Revocable Trust and Susan K. Vold Revocable Trust as Tenants in Common as Assignee, takes all property and property interests subject to all of the conditions and provisions of the West End Hangar Ground

Lease. Assumption of any rights under this Assignment constitutes acceptance pursuant to the conditions imposed by Assignor.

ASSIGNMENT AND TRANSFER made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**LESSOR: CITY OF BILLINGS**

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

TITLE: MAYOR

STATE OF MONTANA )  
 :SS  
County of Yellowstone )

On \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

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

\_\_\_\_\_ (Signature)

(NOTARIAL SEAL)

\_\_\_\_\_ (Printed Name)

NOTARY PUBLIC for State of Montana

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

My Commission Expires \_\_\_\_\_



**ASSIGNEE: STEVEN A. VOLD REVOCABLE TRUST AND SUSAN K. VOLD REVOCABLE TRUST AS TENANTS IN COMMON**

BY: \_\_\_\_\_  
STEVEN A. VOLD, TRUSTEE

BY: \_\_\_\_\_  
SUSAN K. VOLD, TRUSTEE

STATE OF MONTANA     )  
  :SS  
County of Yellowstone     )

On \_\_\_\_\_, 20 \_\_\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

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\_\_\_\_\_ (Signature)

(NOTARIAL SEAL)

\_\_\_\_\_ (Printed Name)

NOTARY PUBLIC for State of Montana

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

My Commission Expires \_\_\_\_\_

**ASSIGNMENT AND TRANSFER**

Steve Vold  
c/o Aerotronics  
1651 Aviation Place  
Billings, MT 59105

with the consent of the City of Billings, hereby grants, transfers, assigns, sells, and sets over to

Steven A. Vold Revocable Trust and Susan K. Vold  
Revocable Trust as Tenants in Common  
1420 Oklahoma Star Trail West  
Billings, MT 59105

a one hundred percent (100%) undivided interest in the following described property and property interests:

1. That certain leased parcel of real property, together with improvements, specifically described as follows:

Commencing at the S.E. Corner of Section 25 (Iron Pipe), T. 1. N., R. 25 E., P.M.M., Yellowstone County, Montana; thence from said point, N 37°05'15" W a distance of 2, 531.18 feet to the Point of Beginning; thence N 69°00'33" W a distance of 85.00 feet; thence S 20°59'27" W a distance of 70.00 feet; thence S 69°00'33" E a distance of 85.00 feet; thence N 20°59'27" E a distance of 70.00 feet to the Point of Beginning.

Said parcel containing 5,950 square feet.

2. That certain West End Hangar Ground Lease entered into by and between the CITY OF BILLINGS, MONTANA as Lessor and Martin Elshire as Lessee, dated July 26, 1999, and subsequently assigned to Steve Vold, 2448 Interlachen Drive, Billings, MT 59105 as Assignee, and Martin Elshire as Assignor, via Assignment and Transfer dated August 13, 2007, and now assigned by Steve Vold as successor Lessee (hereafter known as Assignor).

This Assignment and Transfer is made on condition that Steven A. Vold Revocable

Trust and Susan K. Vold Revocable Trust as Tenants in Common as Assignee, takes all property and property interests subject to all of the conditions and provisions of the West End Hangar Ground Lease. Assumption of any rights under this Assignment constitutes acceptance pursuant to the conditions imposed by Assignor.

ASSIGNMENT AND TRANSFER made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**LESSOR: CITY OF BILLINGS**

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

TITLE: MAYOR

STATE OF MONTANA )  
  :SS  
County of Yellowstone )

On \_\_\_\_\_, 20 \_\_\_\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

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\_\_\_\_\_ (Signature)

(NOTARIAL SEAL)

\_\_\_\_\_ (Printed Name)

NOTARY PUBLIC for State of Montana

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

My Commission Expires \_\_\_\_\_

**ASSIGNOR: STEVE VOLD**

BY: \_\_\_\_\_  
STEVE VOLD

STATE OF MONTANA     )  
  :SS  
County of Yellowstone     )

On \_\_\_\_\_, 20 \_\_\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

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

My Commission Expires \_\_\_\_\_

**ASSIGNEE: STEVEN A. VOLD REVOCABLE TRUST AND SUSAN K. VOLD REVOCABLE TRUST AS TENANTS IN COMMON**

BY: \_\_\_\_\_  
STEVEN A. VOLD, TRUSTEE

BY: \_\_\_\_\_  
SUSAN K. VOLD, TRUSTEE

STATE OF MONTANA     )  
  :SS  
County of Yellowstone     )

On \_\_\_\_\_, 20 \_\_\_\_, before me, the undersigned, a Notary Public for the State of Montana, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

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

\_\_\_\_\_ (Signature)

(NOTARIAL SEAL)

\_\_\_\_\_ (Printed Name)

NOTARY PUBLIC for State of Montana

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

My Commission Expires \_\_\_\_\_

**Regular City Council Meeting****Date: 12/20/2010****TITLE:** Amendments to Scheduled Airline Operating Agreement and Terminal Building Leases**PRESENTED BY:** Tom Binford,  
Airport**Department:** Airport**Information****PROBLEM/ISSUE STATEMENT**

On June 30, 2006, the City entered into a two-year Scheduled Airline Operating Agreement and Terminal Building Lease with the Signatory Airlines. Those airlines that chose not to sign the Agreement opted instead to operate under City Ordinance and pay a higher landing fee. During the time following the original Agreement, a number of changes have taken place with the airline tenants including airline consolidations, bankruptcies, Terminal Building space changes, new airline tenants, etc., resulting in each airline having a different number of Amendments to their original Agreement. The last group of Amendments extended the airlines' Agreements through June 30, 2010. During discussions with the airlines, it was determined that a one-year extension of the current Agreement would be the best for all parties. Staff subsequently worked with the airlines to secure the additional one-year extension to the existing Agreement. Horizon Air, United Airlines, Delta Air Lines, Great Lakes Aviation, and Allegiant Air each signed the new Amendment extending the term of their respective Agreements with the City through June 30, 2011. Frontier Airlines will continue to operate under City Ordinance.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve the Amendments to the Airline Agreements; or
- Not approve the Amendments to the Airline Agreements and require that all airlines operate only under City Ordinance.

**FINANCIAL IMPACT**

These Amendments extend the term of each Airline Agreement and help to ensure the Airport's fiscal viability through June 30, 2011. The total budgeted airline revenue for the City is approximately \$3,029,000 for FY 11.

**RECOMMENDATION**

Staff recommends that Council approve the Amendment to each of the Scheduled Airline Operating Agreements with Horizon Air, United Airlines, Delta Air Lines (as assignee and successor to Northwest Airlines), Great Lakes Aviation, and Allegiant Air, extending the Agreement expiration date to June 30, 2011.

**APPROVED BY CITY ADMINISTRATOR****Attachments**Allegiant AmendmentGreat Lakes AmendmentUnited Amendment

Delta Amendment

Horizon Amendment

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AMENDMENT 1  
TO  
BILLINGS LOGAN INTERNATIONAL AIRPORT  
SCHEDULED AIRLINE OPERATING AGREEMENT  
AND  
TERMINAL BUILDING LEASE  
BY AND BETWEEN  
CITY OF BILLINGS, MONTANA  
AND  
ALLEGiant AIR, LLC

WITNESSETH

WHEREAS, the City of Billings, Montana and Allegiant Air, LLC entered into the Scheduled Airline Operating Agreement and Terminal Building Lease (the Agreement) for the term commencing March 1, 2010, and ending at midnight on June 30, 2010, and

WHEREAS, both parties now desire to amend the Agreement to correct typographical errors in section references, update IRS compliance language, update exhibits, update several definitions, and extend the term of the Agreement for an additional twelve (12) months, commencing July 1, 2010 and ending at midnight on June 30, 2011.

NOW THEREFORE, in consideration for the continued payment of Terminal Building rentals, fees and charges, as specified in the Agreement, the parties hereto covenant and agree to amend said Agreement, effective July 1, 2010 as follows:

**ARTICLE 1**  
**DEFINITIONS**

**Section 1.01. Definitions**

8. "Airport Revenues" shall mean all rentals, charges, landing fees, and concession and other operating and nonoperating revenues earned by or on behalf of CITY in connection with the operation of the Airport or any part thereof, excluding:
- a. The proceeds of any passenger facility charge, car rental customer facility charge, or similar charge levied by or on behalf of CITY;
  - b. Any grants, gifts, bequests, contributions, or donations, including any funds provided by any person or entity, including an Air Transportation Company, doing business at the Airport;
  - c. The proceeds from the sale, transfer, or other disposition of title to all or any part of the Airport (such proceeds shall be used for Airport Capital Improvements, the payment of debt service, or in a manner prescribed by the Federal Government). Capital Improvements funded by such proceeds shall be amortized and included in AIRLINE rentals, fees, and charges as specified in Article 7 herein;
  - d. The proceeds of any taxes collected at the Airport;
  - e. The proceeds of any condemnation award or insurance that are to pay for or reimburse the CITY for Capital Improvements;
  - f. The proceeds of any court or arbitration award or settlement in lieu thereof received by CITY that are to pay for or reimburse the CITY for Capital Improvements

- except awards or settlements that are to reimburse the CITY for litigation expenses previously incurred as Maintenance and Operating Expenses;
- g. Revenues or income from any Special Purpose Facility either (1) to the extent such revenue or income is pledged to pay principal, interest, or other charges for Special Purpose Facility Bonds or other obligations issued in anticipation thereof, or (2) to the extent such revenue or income is for the use of CITY in reimbursement of costs incurred by it in the construction or provision of Special Purpose Facilities. Ground rental for these Special Purpose Facilities will be considered part of Airport Revenues;
  - h. The proceeds of any Airport Revenue Bonds or other indebtedness of CITY issued in connection with Airport improvements and income from the investment thereof during the period of construction (as established by CITY) used as a source for construction; and
  - i. Amounts received by Airport for any loan made by CITY to the Airport for Airport purposes; and
  - j. Lease deposits, security deposits, and performance bonds relating to Airport leases, tenants, and contractors; and
  - k. Amounts required to be rebated to the Federal Government under the Internal Revenue Code.
10. "Annual Debt Service Requirement" shall mean the total amount required to be deposited in any Fiscal Year to any interest, principal, and sinking fund or reserve accounts for any

Airport Revenue Bonds, approved in accordance with Section 5.01 of this Agreement, issued by CITY.

14. "Capital Improvement Program" shall mean the Capital Improvements included in the Airport's capital budget as prepared by the Director, reviewed and approved by the Signatory Airlines in accordance with Section 5.01C of this Agreement, and approved annually by CITY.

## **ARTICLE 2**

### **TERM**

#### **Section 2.01. Term**

This Agreement shall be for a term commencing on the Effective Date designated in Section 16.01 and ending at midnight on June 30, 2011, subject to termination as provided in Article 14 herein.

## **ARTICLE 4**

### **PREMISES**

#### **Section 4.02. Aircraft Parking Positions**

- A. Aircraft Parking Positions shall be assigned to AIRLINE by the Director, after consultation with AIRLINE, as mutually amended from time to time, on a preferential, nonexclusive use basis. AIRLINE shall have priority in using Aircraft Parking Position(s) assigned to it on a preferential use basis to accommodate its flights and those of any airline being ground-handled by AIRLINE under a ground-handling agreement; however, the Director may authorize other airlines to use AIRLINE's Aircraft Parking Position(s) in periods when not scheduled for use by AIRLINE, so long as unassigned position(s) are not available and AIRLINE's Aircraft Parking Position is vacated by others at least forty-five

(45) minutes prior to AIRLINE's next scheduled arrival at such gate. In such event, AIRLINE shall have the right to charge reasonable fees for such use of AIRLINE's Aircraft Parking Position, taking into account use of AIRLINE's equipment, facilities or service, including a reasonable administrative fee.

- B. The Director shall have the right to reassign one or more of AIRLINE's preferentially assigned Aircraft Parking Positions and holdrooms to other airlines if AIRLINE's scheduled average gate utilization falls below two (2) flights per gate per day. ~~In such event, AIRLINE is entitled to reimbursement for the mutually agreed upon value of its loading bridge and tenant improvements. In the event the parties don't agree on the value of the loading bridge, the value shall be established by a nationally recognized manufacturer of loading bridges. The value of the tenant improvements shall be the undepreciated book value with depreciation calculated on a straight line basis.~~
- C. Aircraft Parking Position(s) to be preferentially assigned to AIRLINE are designated on revised Exhibit F dated September 2010.

## ARTICLE 15

### GENERAL PROVISIONS

#### **Section 15.15. Concerning Depreciation and Investment Credit**

Neither AIRLINE nor any successor of AIRLINE under this Agreement, may claim depreciation or an investment credit with respect to the Leased Premises under the Internal Revenue Code of 1986, as amended, or any other law, rule or regulation. AIRLINE hereby makes an irrevocable election binding on it and its successors in interest under this Agreement, not to claim such depreciation or investment credit with respect to the Leased Premises, and agrees that it will retain copies of said

~~election in its records and will not claim any such depreciation or investment credit. CITY acknowledges receipt of a copy of said election and agrees that it will retain copies of said election in its records.~~

**Section 15.16. Useful Life of the Facility**

AIRLINE and CITY agree that the term of this Agreement does not exceed eighty percent (80%) of the reasonably expected economic life of the property or facilities covered by this Agreement. AIRLINE represents and acknowledges that it has no option or right to purchase or acquire any interest in the personal or real property subject to this Agreement.

FURTHER, all other terms and conditions of the Scheduled Airline Operating Agreement and Terminal Building Lease by and between the City of Billings and Allegiant Air, LLC commencing on the 1st day of March 2010, and as subsequently amended, remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

ATTEST:

CITY OF BILLINGS

BY \_\_\_\_\_  
CITY CLERK

BY \_\_\_\_\_  
MAYOR

APPROVED AS TO FORM

AIRLINE

BY \_\_\_\_\_  
CITY ATTORNEY

BY \_\_\_\_\_  
ALLEGiant AIR, LLC

AMENDMENT 2  
TO  
BILLINGS LOGAN INTERNATIONAL AIRPORT  
SCHEDULED AIRLINE OPERATING AGREEMENT  
AND  
TERMINAL BUILDING LEASE  
BY AND BETWEEN  
CITY OF BILLINGS, MONTANA  
AND  
GREAT LAKES AVIATION, LTD.

W I T N E S S E T H

WHEREAS, the City of Billings, Montana and Great Lakes Aviation, Ltd. entered into the Scheduled Airline Operating Agreement and Terminal Building Lease (the Agreement) for the term commencing February 1, 2009 and ending at midnight on June 30, 2009, and

WHEREAS, on September 14, 2009, the City of Billings, Montana and Great Lakes Aviation, Ltd. entered into Amendment 1 to the Agreement, to extend the term of the Agreement for an additional twelve (12) months, commencing July 1, 2009 and ending at midnight on June 30, 2010, and

WHEREAS, both parties now desire to amend the Agreement to correct typographical errors in section references, update IRS compliance language, update exhibits, update several definitions, and extend the term of the Agreement for an additional twelve (12) months, commencing July 1, 2010 and ending at midnight on June 30, 2011.

NOW THEREFORE, in consideration for the continued payment of Terminal Building rentals, fees and charges, as specified in the Agreement, the parties hereto covenant and agree to amend said Agreement, effective July 1, 2010 as follows:

## **ARTICLE 1**

### **DEFINITIONS**

#### **Section 1.01. Definitions**

8. "Airport Revenues" shall mean all rentals, charges, landing fees, and concession and other operating and nonoperating revenues earned by or on behalf of CITY in connection with the operation of the Airport or any part thereof, excluding:
- a. The proceeds of any passenger facility charge, car rental customer facility charge, or similar charge levied by or on behalf of CITY;
  - b. Any grants, gifts, bequests, contributions, or donations, including any funds provided by any person or entity, including an Air Transportation Company, doing business at the Airport;
  - c. The proceeds from the sale, transfer, or other disposition of title to all or any part of the Airport (such proceeds shall be used for Airport Capital Improvements, the payment of debt service, or in a manner prescribed by the Federal Government). Capital Improvements funded by such proceeds shall be amortized and included in AIRLINE rentals, fees, and charges as specified in Article 7 herein;
  - d. The proceeds of any taxes collected at the Airport;
  - e. The proceeds of any condemnation award or insurance that are to pay for or reimburse the CITY for Capital Improvements;

- f. The proceeds of any court or arbitration award or settlement in lieu thereof received by CITY that are to pay for or reimburse the CITY for Capital Improvements except awards or settlements that are to reimburse the CITY for litigation expenses previously incurred as Maintenance and Operating Expenses;
- g. Revenues or income from any Special Purpose Facility either (1) to the extent such revenue or income is pledged to pay principal, interest, or other charges for Special Purpose Facility Bonds or other obligations issued in anticipation thereof, or (2) to the extent such revenue or income is for the use of CITY in reimbursement of costs incurred by it in the construction or provision of Special Purpose Facilities. Ground rental for these Special Purpose Facilities will be considered part of Airport Revenues;
- h. The proceeds of any Airport Revenue Bonds or other indebtedness of CITY issued in connection with Airport improvements and income from the investment thereof during the period of construction (as established by CITY) used as a source for construction; and
- i. Amounts received by Airport for any loan made by CITY to the Airport for Airport purposes; and
- j. Lease deposits, security deposits, and performance bonds relating to Airport leases, tenants, and contractors; and
- k. Amounts required to be rebated to the Federal Government under the Internal Revenue Code.

10. "Annual Debt Service Requirement" shall mean the total amount required to be deposited in any Fiscal Year to any interest, principal, and sinking fund or reserve accounts for any Airport Revenue Bonds, approved in accordance with Section 5.01 of this Agreement, issued by CITY.
14. "Capital Improvement Program" shall mean the Capital Improvements included in the Airport's capital budget as prepared by the Director, reviewed and approved by the Signatory Airlines in accordance with Section 5.01C of this Agreement, and approved annually by CITY.

## **ARTICLE 2**

### **TERM**

#### **Section 2.01. Term**

This Agreement shall be for a term commencing on the Effective Date designated in Section 16.01 and ending at midnight on June 30, 2011, subject to termination as provided in Article 14 herein.

## **ARTICLE 4**

### **PREMISES**

#### **Section 4.02. Aircraft Parking Positions**

- A. Aircraft Parking Positions shall be assigned to AIRLINE by the Director, after consultation with AIRLINE, as mutually amended from time to time, on a preferential, nonexclusive use basis. AIRLINE shall have priority in using Aircraft Parking Positions(s) assigned to it on a preferential use basis to accommodate its flights and those of any airline being ground-handled by AIRLINE under a ground-handling agreement; however, the Director may authorize other airlines to use AIRLINE's Aircraft Parking Position(s) in periods

when not scheduled for use by AIRLINE, so long as unassigned position(s) are not available and AIRLINE's Aircraft Parking Position is vacated by others at least forty-five (45) minutes prior to AIRLINE's next scheduled arrival at such gate. In such event, AIRLINE shall have the right to charge reasonable fees for such use of AIRLINE's Aircraft Parking Position, taking into account use of AIRLINE's equipment, facilities or service, including a reasonable administrative fee.

- B. The Director shall have the right to reassign one or more of AIRLINE's preferentially assigned Aircraft Parking Positions and holdrooms to other airlines if AIRLINE's scheduled average gate utilization falls below two (2) flights per gate per day. ~~In such event, AIRLINE is entitled to reimbursement for the mutually agreed upon value of its loading bridge and tenant improvements. In the event the parties don't agree on the value of the loading bridge, the value shall be established by a nationally recognized manufacturer of loading bridges. The value of the tenant improvements shall be the undepreciated book value with depreciation calculated on a straight line basis.~~
- C. Aircraft Parking Position(s) to be preferentially assigned to AIRLINE are designated on revised Exhibit F dated September 2010.

## ARTICLE 15

### GENERAL PROVISIONS

#### **Section 15.15. Concerning Depreciation and Investment Credit**

Neither AIRLINE nor any successor of AIRLINE under this Agreement, may claim depreciation or an investment credit with respect to the Leased Premises under the Internal Revenue Code of 1986, as amended, or any other law, rule or regulation. AIRLINE hereby makes an irrevocable election binding on it and its successors in interest under this Agreement, not to claim such depreciation or

~~investment credit with respect to the Leased Premises, and agrees that it will retain copies of said election in its records and will not claim any such depreciation or investment credit. CITY acknowledges receipt of a copy of said election and agrees that it will retain copies of said election in its records.~~

**Section 15.16. Useful Life of the Facility**

AIRLINE and CITY agree that the term of this Agreement does not exceed eighty percent (80%) of the reasonably expected economic life of the property or facilities covered by this Agreement. AIRLINE represents and acknowledges that it has no option or right to purchase or acquire any interest in the personal or real property subject to this Agreement.

FURTHER, all other terms and conditions of the Scheduled Airline Operating Agreement and Terminal Building Lease by and between the City of Billings and Great Lakes Aviation, Ltd. commencing on the 1st day of February 2009, and as subsequently amended, remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

ATTEST:

CITY OF BILLINGS

BY \_\_\_\_\_  
CITY CLERK

BY \_\_\_\_\_  
MAYOR

APPROVED AS TO FORM

AIRLINE

BY \_\_\_\_\_  
CITY ATTORNEY

BY \_\_\_\_\_  
GREAT LAKES AVIATION, LTD.

AMENDMENT 6  
TO  
BILLINGS LOGAN INTERNATIONAL AIRPORT  
SCHEDULED AIRLINE OPERATING AGREEMENT  
AND  
TERMINAL BUILDING LEASE  
BY AND BETWEEN  
CITY OF BILLINGS, MONTANA  
AND  
UNITED AIRLINES, INC.

W I T N E S S E T H

WHEREAS, the City of Billings, Montana and United Airlines, Inc. entered into the Scheduled Airline Operating Agreement and Terminal Building Lease (the Agreement) for the term commencing July 1, 2004 and ending at midnight on June 30, 2006, and

WHEREAS, on February 12, 2007, the City of Billings, Montana and United Airlines, Inc. entered into Amendment 1 to the Agreement, to extend the term of the Agreement an additional twelve (12) months, commencing July 1, 2006 and ending at midnight on June 30, 2007, and

WHEREAS, on January 28, 2008, the City of Billings, Montana and United Airlines, Inc. entered into Amendment 2 to the Agreement, to extend the term of the Agreement an additional twenty-four (24) months, commencing July 1, 2007 and ending at midnight on June 30, 2009, and

WHEREAS, on February 25, 2008, the City of Billings, Montana and United Airlines, Inc. entered into Amendment 3 to the Agreement, to increase United Airlines' leasehold by 242 square feet, effective November 1, 2007, and

WHEREAS, on March 9, 2009, the City of Billings, Montana and United Airlines, Inc. entered into Amendment 4 to the Agreement, to decrease United Airlines' leasehold by 972 square feet, effective April 1, 2009, and

WHEREAS, on October 13, 2009, the City of Billings, Montana and United Airlines, Inc. entered into Amendment 5 to the Agreement, to extend the term of the Agreement an additional twelve (12) months, commencing July 1, 2009 and ending at midnight on June 30, 2010, and

WHEREAS, both parties now desire to amend the Agreement to correct typographical errors in section references, update IRS compliance language, update exhibits, update several definitions, and extend the term of the Agreement for an additional twelve (12) months, commencing July 1, 2010 and ending at midnight on June 30, 2011.

NOW THEREFORE, in consideration for the continued payment of Terminal Building rentals, fees and charges, as specified in the Agreement, the parties hereto covenant and agree to amend said Agreement, effective July 1, 2010 as follows:

## **ARTICLE 1**

### **DEFINITIONS**

#### **Section 1.01. Definitions**

8. "Airport Revenues" shall mean all rentals, charges, landing fees, and concession and other operating and nonoperating revenues earned by or on behalf of CITY in connection with the operation of the Airport or any part thereof, excluding:

- a. The proceeds of any passenger facility charge, car rental customer facility charge, or similar charge levied by or on behalf of CITY;
- b. Any grants, gifts, bequests, contributions, or donations, including any funds provided by any person or entity, including an Air Transportation Company, doing business at the Airport;
- c. The proceeds from the sale, transfer, or other disposition of title to all or any part of the Airport (such proceeds shall be used for Airport Capital Improvements, the payment of debt service, or in a manner prescribed by the Federal Government). Capital Improvements funded by such proceeds shall be amortized and included in AIRLINE rentals, fees, and charges as specified in Article 7 herein;
- d. The proceeds of any taxes collected at the Airport;
- e. The proceeds of any condemnation award or insurance that are to pay for or reimburse the CITY for Capital Improvements;
- f. The proceeds of any court or arbitration award or settlement in lieu thereof received by CITY that are to pay for or reimburse the CITY for Capital Improvements except awards or settlements that are to reimburse the CITY for litigation expenses previously incurred as Maintenance and Operating Expenses;
- g. Revenues or income from any Special Purpose Facility either (1) to the extent such revenue or income is pledged to pay principal, interest, or other charges for Special Purpose Facility Bonds or other obligations issued in anticipation thereof, or (2) to the extent such revenue or income is for the use of CITY in reimbursement of costs incurred by it in the construction or provision of Special Purpose Facilities.

Ground rental for these Special Purpose Facilities will be considered part of Airport Revenues;

- h. The proceeds of any Airport Revenue Bonds or other indebtedness of CITY issued in connection with Airport improvements and income from the investment thereof during the period of construction (as established by CITY) used as a source for construction; and
  - i. Amounts received by Airport for any loan made by CITY to the Airport for Airport purposes; and
  - j. Lease deposits, security deposits, and performance bonds relating to Airport leases, tenants, and contractors; and
  - k. Amounts required to be rebated to the Federal Government under the Internal Revenue Code.
10. "Annual Debt Service Requirement" shall mean the total amount required to be deposited in any Fiscal Year to any interest, principal, and sinking fund or reserve accounts for any Airport Revenue Bonds, approved in accordance with Section 5.01 of this Agreement, issued by CITY.
14. "Capital Improvement Program" shall mean the Capital Improvements included in the Airport's capital budget as prepared by the Director, reviewed and approved by the Signatory Airlines in accordance with Section 5.01C of this Agreement, and approved annually by CITY.

## ARTICLE 2

### TERM

#### Section 2.01. Term

This Agreement shall be for a term commencing on the Effective Date designated in Section 16.01 and ending at midnight on June 30, 2011, subject to termination as provided in Article 14 herein.

## ARTICLE 4

### PREMISES

#### Section 4.02. Aircraft Parking Positions

- A. Aircraft Parking Positions shall be assigned to AIRLINE by the Director, after consultation with AIRLINE, as mutually amended from time to time, on a preferential, nonexclusive use basis. AIRLINE shall have priority in using Aircraft Parking Position(s) assigned to it on a preferential use basis to accommodate its flights and those of any airline being ground-handled by AIRLINE under a ground-handling agreement; however, the Director may authorize other airlines to use AIRLINE's Aircraft Parking Position(s) in periods when not scheduled for use by AIRLINE, so long as unassigned position(s) are not available and AIRLINE's Aircraft Parking Position is vacated by others at least forty-five (45) minutes prior to AIRLINE's next scheduled arrival at such gate. In such event, AIRLINE shall have the right to charge reasonable fees for such use of AIRLINE's Aircraft Parking Position, taking into account use of AIRLINE's equipment, facilities or service, including a reasonable administrative fee.
- B. The Director shall have the right to reassign one or more of AIRLINE's preferentially assigned Aircraft Parking Positions and holdrooms to other airlines if AIRLINE's

~~scheduled average gate utilization falls below two (2) flights per gate per day. In such event, AIRLINE is entitled to reimbursement for the mutually agreed upon value of its loading bridge and tenant improvements. In the event the parties don't agree on the value of the loading bridge, the value shall be established by a nationally recognized manufacturer of loading bridges. The value of the tenant improvements shall be the undepreciated book value with depreciation calculated on a straight line basis.~~

- C. Aircraft Parking Position(s) to be preferentially assigned to AIRLINE are designated on revised Exhibit F dated September 2010.

## ARTICLE 15

### GENERAL PROVISIONS

#### **Section 15.15. Concerning Depreciation and Investment Credit**

Neither AIRLINE nor any successor of AIRLINE under this Agreement, may claim depreciation or an investment credit with respect to the Leased Premises under the Internal Revenue Code of 1986, as amended, or any other law, rule or regulation. AIRLINE hereby makes an irrevocable election binding on it and its successors in interest under this Agreement, not to claim such depreciation or investment credit with respect to the Leased Premises, and agrees that it will retain copies of said election in its records and will not claim any such depreciation or investment credit. CITY acknowledges receipt of a copy of said election and agrees that it will retain copies of said election in its records.

#### **Section 15.16. Useful Life of the Facility**

AIRLINE and CITY agree that the term of this Agreement does not exceed eighty percent (80%) of the reasonably expected economic life of the property or facilities covered by this Agreement.

AIRLINE represents and acknowledges that it has no option or right to purchase or acquire any interest in the personal or real property subject to this Agreement.

FURTHER, all other terms and conditions of the Scheduled Airline Operating Agreement and Terminal Building Lease by and between the City of Billings and United Airlines, Inc. commencing on the 1st day of July 2004, and as subsequently amended, remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

ATTEST:

CITY OF BILLINGS

BY \_\_\_\_\_  
CITY CLERK

BY \_\_\_\_\_  
MAYOR

APPROVED AS TO FORM

AIRLINE

BY \_\_\_\_\_  
CITY ATTORNEY

BY \_\_\_\_\_  
UNITED AIRLINES, INC.

AMENDMENT 4  
 TO  
 BILLINGS LOGAN INTERNATIONAL AIRPORT  
 SCHEDULED AIRLINE OPERATING AGREEMENT  
 AND  
 TERMINAL BUILDING LEASE  
 BY AND BETWEEN  
 CITY OF BILLINGS, MONTANA  
 AND  
 DELTA AIR LINES, INC. (ASSIGNEE)

W I T N E S S E T H

WHEREAS, the City of Billings, Montana and Northwest Airlines, Inc. entered into the Scheduled Airline Operating Agreement and Terminal Building Lease (the Agreement) for the term commencing July 1, 2004 and ending at midnight on June 30, 2006, and

WHEREAS, on February 12, 2007, the City of Billings, Montana and Northwest Airlines, Inc. entered into Amendment 1 to the Agreement, to extend the term of the Agreement an additional twelve (12) months, commencing July 1, 2006 and ending at midnight on June 30, 2007, and

WHEREAS, on January 28, 2008, the City of Billings, Montana and Northwest Airlines, Inc. entered into Amendment 2 to the Agreement, to amend Exhibit E, Pages 1 and 4 to reduce Northwest Airlines' leasehold and to extend the term of the Agreement an additional twenty-four (24) months, commencing July 1, 2007 and ending at midnight on June 30, 2009, and

WHEREAS, on October 28, 2008, as a result of a merger, Northwest Airlines, Inc. became a wholly-owned subsidiary of Delta Air Lines, Inc., and

WHEREAS, on October 13, 2009, the City of Billings, Montana, Northwest Airlines, Inc., and Delta Air Lines, Inc., entered into Amendment 3 to the Agreement, whereby Northwest Airlines, Inc. assigned all of its rights and interests under this Agreement to Delta Air Lines, Inc., upon the effective date of this Amendment, and Delta Air Lines, Inc. accepted the assignment of all the rights and interests under this Agreement, and

WHEREAS, Amendment 3 also amended the Agreement to extend the term of the Agreement for an additional twelve (12) months, commencing July 1, 2009 and ending at midnight on June 30, 2010, and

WHEREAS, Amendment 3 further amended the Agreement to amend Exhibit E revising the description of the "Preferential Use Space," space leased to the Airline for Airline's preferential use, to reflect the addition of leased space by Airline, generally referred to as a second gate and holding room on the concourse, and

WHEREAS, both parties now desire to amend the Agreement to correct typographical errors in section references, update IRS compliance language, update exhibits, update several definitions, and extend the term of the Agreement for an additional twelve (12) months, commencing July 1, 2010 and ending at midnight on June 30, 2011.

NOW THEREFORE, in consideration for the continued payment of Terminal Building rentals, fees and charges, as specified in the Agreement, the parties hereto covenant and agree to amend said Agreement, effective July 1, 2010 as follows:

**ARTICLE 1**  
**DEFINITIONS**

**Section 1.01. Definitions**

8. "Airport Revenues" shall mean all rentals, charges, landing fees, and concession and other operating and nonoperating revenues earned by or on behalf of CITY in connection with the operation of the Airport or any part thereof, excluding:
- a. The proceeds of any passenger facility charge, car rental customer facility charge, or similar charge levied by or on behalf of CITY;
  - b. Any grants, gifts, bequests, contributions, or donations, including any funds provided by any person or entity, including an Air Transportation Company, doing business at the Airport;
  - c. The proceeds from the sale, transfer, or other disposition of title to all or any part of the Airport (such proceeds shall be used for Airport Capital Improvements, the payment of debt service, or in a manner prescribed by the Federal Government). Capital Improvements funded by such proceeds shall be amortized and included in AIRLINE rentals, fees, and charges as specified in Article 7 herein;
  - d. The proceeds of any taxes collected at the Airport;
  - e. The proceeds of any condemnation award or insurance that are to pay for or reimburse the CITY for Capital Improvements;
  - f. The proceeds of any court or arbitration award or settlement in lieu thereof received by CITY that are to pay for or reimburse the CITY for Capital Improvements

except awards or settlements that are to reimburse the CITY for litigation expenses previously incurred as Maintenance and Operating Expenses;

- g. Revenues or income from any Special Purpose Facility either (1) to the extent such revenue or income is pledged to pay principal, interest, or other charges for Special Purpose Facility Bonds or other obligations issued in anticipation thereof, or (2) to the extent such revenue or income is for the use of CITY in reimbursement of costs incurred by it in the construction or provision of Special Purpose Facilities. Ground rental for these Special Purpose Facilities will be considered part of Airport Revenues;
  - h. The proceeds of any Airport Revenue Bonds or other indebtedness of CITY issued in connection with Airport improvements and income from the investment thereof during the period of construction (as established by CITY) used as a source for construction; and
  - i. Amounts received by Airport for any loan made by CITY to the Airport for Airport purposes; and
  - j. Lease deposits, security deposits, and performance bonds relating to Airport leases, tenants, and contractors; and
  - k. Amounts required to be rebated to the Federal Government under the Internal Revenue Code.
10. "Annual Debt Service Requirement" shall mean the total amount required to be deposited in any Fiscal Year to any interest, principal, and sinking fund or reserve accounts for any

Airport Revenue Bonds, approved in accordance with Section 5.01 of this Agreement, issued by CITY.

14. "Capital Improvement Program" shall mean the Capital Improvements included in the Airport's capital budget as prepared by the Director, reviewed and approved by the Signatory Airlines in accordance with Section 5.01C of this Agreement, and approved annually by CITY.

## **ARTICLE 2**

### **TERM**

#### **Section 2.01. Term**

This Agreement shall be for a term commencing on the Effective Date designated in Section 16.01 and ending at midnight on June 30, 2011, subject to termination as provided in Article 14 herein.

## **ARTICLE 4**

### **PREMISES**

#### **Section 4.02. Aircraft Parking Positions**

- A. Aircraft Parking Positions shall be assigned to AIRLINE by the Director, after consultation with AIRLINE, as mutually amended from time to time, on a preferential, nonexclusive use basis. AIRLINE shall have priority in using Aircraft Parking Position(s) assigned to it on a preferential use basis to accommodate its flights and those of any airline being ground-handled by AIRLINE under a ground-handling agreement; however, the Director may authorize other airlines to use AIRLINE's Aircraft Parking Position(s) in periods when not scheduled for use by AIRLINE, so long as unassigned position(s) are not available and AIRLINE's Aircraft Parking Position is vacated by others at least forty-five

(45) minutes prior to AIRLINE's next scheduled arrival at such gate. In such event, AIRLINE shall have the right to charge reasonable fees for such use of AIRLINE's Aircraft Parking Position, taking into account use of AIRLINE's equipment, facilities or service, including a reasonable administrative fee.

- B. The Director shall have the right to reassign one or more of AIRLINE's preferentially assigned Aircraft Parking Positions and holdrooms to other airlines if AIRLINE's scheduled average gate utilization falls below two (2) flights per gate per day. ~~In such event, AIRLINE is entitled to reimbursement for the mutually agreed upon value of its loading bridge and tenant improvements. In the event the parties don't agree on the value of the loading bridge, the value shall be established by a nationally recognized manufacturer of loading bridges. The value of the tenant improvements shall be the undepreciated book value with depreciation calculated on a straight line basis.~~
- C. Aircraft Parking Position(s) to be preferentially assigned to AIRLINE are designated on revised Exhibit F dated September 2010.

## ARTICLE 15

### GENERAL PROVISIONS

#### **Section 15.15. Concerning Depreciation and Investment Credit**

Neither AIRLINE nor any successor of AIRLINE under this Agreement, may claim depreciation or an investment credit with respect to the Leased Premises under the Internal Revenue Code of 1986, as amended, or any other law, rule or regulation. AIRLINE hereby makes an irrevocable election binding on it and its successors in interest under this Agreement, not to claim such depreciation or investment credit with respect to the Leased Premises, ~~and agrees that it will retain copies of said~~

~~election in its records and will not claim any such depreciation or investment credit. CITY acknowledges receipt of a copy of said election and agrees that it will retain copies of said election in its records.~~

**Section 15.16. Useful Life of the Facility**

AIRLINE and CITY agree that the term of this Agreement does not exceed eighty percent (80%) of the reasonably expected economic life of the property or facilities covered by this Agreement. AIRLINE represents and acknowledges that it has no option or right to purchase or acquire any interest in the personal or real property subject to this Agreement.

FURTHER, all other terms and conditions of the Scheduled Airline Operating Agreement and Terminal Building Lease by and between the City of Billings and Delta Air Lines, Inc., as Assignee, commencing on the 1st day of July 2004, and as subsequently amended, remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

ATTEST:

CITY OF BILLINGS

BY \_\_\_\_\_  
CITY CLERK

BY \_\_\_\_\_  
MAYOR

APPROVED AS TO FORM

AIRLINE

BY \_\_\_\_\_  
CITY ATTORNEY

BY \_\_\_\_\_  
DELTA AIR LINES, INC.

AMENDMENT 4  
TO  
BILLINGS LOGAN INTERNATIONAL AIRPORT  
SCHEDULED AIRLINE OPERATING AGREEMENT  
AND  
TERMINAL BUILDING LEASE  
BY AND BETWEEN  
CITY OF BILLINGS, MONTANA  
AND  
HORIZON AIR INDUSTRIES, INC.

W I T N E S S E T H

WHEREAS, the City of Billings, Montana and Horizon Air Industries, Inc. entered into the Scheduled Airline Operating Agreement and Terminal Building Lease (the Agreement) for the term commencing July 1, 2004 and ending at midnight on June 30, 2006, and

WHEREAS, on February 12, 2007, the City of Billings, Montana and Horizon Air Industries, Inc. entered into Amendment 1 to the Agreement, to extend the term of the Agreement an additional twelve (12) months, commencing July 1, 2006 and ending at midnight on July 30, 2007, and

WHEREAS, on January 28, 2008, the City of Billings, Montana and Horizon Air Industries, Inc. entered into Amendment 2 to the Agreement, to extend the term of the Agreement an additional twenty-four (24) months, commencing July 1, 2007 and ending at midnight on June 30, 2009, and

WHEREAS, on September 28, 2009, the City of Billings, Montana and Horizon Air Industries, Inc. entered into Amendment 3 to the Agreement, to extend the term of the Agreement an additional twelve (12) months, commencing July 1, 2009 and ending at midnight on June 30, 2010, and

WHEREAS, both parties now desire to amend the Agreement to correct typographical errors in section references, update IRS compliance language, update exhibits, update several definitions, and extend the term of the Agreement for an additional twelve (12) months, commencing July 1, 2010 and ending at midnight on June 30, 2011.

NOW THEREFORE, in consideration for the continued payment of Terminal Building rentals, fees and charges, as specified in the Agreement, the parties hereto covenant and agree to amend said Agreement, effective July 1, 2010 as follows:

## **ARTICLE 1**

### **DEFINITIONS**

#### **Section 1.01. Definitions**

8. "Airport Revenues" shall mean all rentals, charges, landing fees, and concession and other operating and nonoperating revenues earned by or on behalf of CITY in connection with the operation of the Airport or any part thereof, excluding:
  - a. The proceeds of any passenger facility charge, car rental customer facility charge, or similar charge levied by or on behalf of CITY;
  - b. Any grants, gifts, bequests, contributions, or donations, including any funds provided by any person or entity, including an Air Transportation Company, doing business at the Airport;

- c. The proceeds from the sale, transfer, or other disposition of title to all or any part of the Airport (such proceeds shall be used for Airport Capital Improvements, the payment of debt service, or in a manner prescribed by the Federal Government). Capital Improvements funded by such proceeds shall be amortized and included in AIRLINE rentals, fees, and charges as specified in Article 7 herein;
- d. The proceeds of any taxes collected at the Airport;
- e. The proceeds of any condemnation award or insurance that are to pay for or reimburse the CITY for Capital Improvements;
- f. The proceeds of any court or arbitration award or settlement in lieu thereof received by CITY that are to pay for or reimburse the CITY for Capital Improvements except awards or settlements that are to reimburse the CITY for litigation expenses previously incurred as Maintenance and Operating Expenses;
- g. Revenues or income from any Special Purpose Facility either (1) to the extent such revenue or income is pledged to pay principal, interest, or other charges for Special Purpose Facility Bonds or other obligations issued in anticipation thereof, or (2) to the extent such revenue or income is for the use of CITY in reimbursement of costs incurred by it in the construction or provision of Special Purpose Facilities. Ground rental for these Special Purpose Facilities will be considered part of Airport Revenues;
- h. The proceeds of any Airport Revenue Bonds or other indebtedness of CITY issued in connection with Airport improvements and income from the investment thereof

- during the period of construction (as established by CITY) used as a source for construction; and
- i. Amounts received by Airport for any loan made by CITY to the Airport for Airport purposes; and
  - j. Lease deposits, security deposits, and performance bonds relating to Airport leases, tenants, and contractors; and
  - k. Amounts required to be rebated to the Federal Government under the Internal Revenue Code.
10. "Annual Debt Service Requirement" shall mean the total amount required to be deposited in any Fiscal Year to any interest, principal, and sinking fund or reserve accounts for any Airport Revenue Bonds, approved in accordance with Section 5.01 of this Agreement, issued by CITY.
14. "Capital Improvement Program" shall mean the Capital Improvements included in the Airport's capital budget as prepared by the Director, reviewed and approved by the Signatory Airlines in accordance with Section 5.01C of this Agreement, and approved annually by CITY.

## **ARTICLE 2**

### **TERM**

#### **Section 2.01. Term**

This Agreement shall be for a term commencing on the Effective Date designated in Section 16.01 and ending at midnight on June 30, 2011, subject to termination as provided in Article 14 herein.

## ARTICLE 4

### PREMISES

#### Section 4.02. Aircraft Parking Positions

- A. Aircraft Parking Positions shall be assigned to AIRLINE by the Director, after consultation with AIRLINE, as mutually amended from time to time, on a preferential, nonexclusive use basis. AIRLINE shall have priority in using Aircraft Parking Position(s) assigned to it on a preferential use basis to accommodate its flights and those of any airline being ground-handled by AIRLINE under a ground-handling agreement; however, the Director may authorize other airlines to use AIRLINE's Aircraft Parking Position(s) in periods when not scheduled for use by AIRLINE, so long as unassigned position(s) are not available and AIRLINE's Aircraft Parking Position is vacated by others at least forty-five (45) minutes prior to AIRLINE's next scheduled arrival at such gate. In such event, AIRLINE shall have the right to charge reasonable fees for such use of AIRLINE's Aircraft Parking Position, taking into account use of AIRLINE's equipment, facilities or service, including a reasonable administrative fee.
- B. The Director shall have the right to reassign one or more of AIRLINE's preferentially assigned Aircraft Parking Positions and holdrooms to other airlines if AIRLINE's scheduled average gate utilization falls below two (2) flights per gate per day. ~~In such event, AIRLINE is entitled to reimbursement for the mutually agreed upon value of its loading bridge and tenant improvements. In the event the parties don't agree on the value of the loading bridge, the value shall be established by a nationally recognized~~

~~manufacturer of loading bridges. The value of the tenant improvements shall be the undepreciated book value with depreciation calculated on a straight line basis.~~

- C. Aircraft Parking Position(s) to be preferentially assigned to AIRLINE are designated on revised Exhibit F dated September 2010.

## ARTICLE 15

### GENERAL PROVISIONS

#### Section 15.15. Concerning Depreciation and Investment Credit

Neither AIRLINE nor any successor of AIRLINE under this Agreement, may claim depreciation or an investment credit with respect to the Leased Premises under the Internal Revenue Code of 1986, as amended, or any other law, rule or regulation. AIRLINE hereby makes an irrevocable election binding on it and its successors in interest under this Agreement, not to claim such depreciation or investment credit with respect to the Leased Premises, and agrees that it will retain copies of said election in its records and will not claim any such depreciation or investment credit. CITY acknowledges receipt of a copy of said election and agrees that it will retain copies of said election in its records.

#### Section 15.16. Useful Life of the Facility

AIRLINE and CITY agree that the term of this Agreement does not exceed eighty percent (80%) of the reasonably expected economic life of the property or facilities covered by this Agreement. AIRLINE represents and acknowledges that it has no option or right to purchase or acquire any interest in the personal or real property subject to this Agreement.

FURTHER, all other terms and conditions of the Scheduled Airline Operating Agreement and Terminal Building Lease by and between the City of Billings and Horizon Air

Industries, Inc. commencing on the 1st day of July 2004, and as subsequently amended, remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

ATTEST:

CITY OF BILLINGS

BY \_\_\_\_\_  
CITY CLERK

BY \_\_\_\_\_  
MAYOR

APPROVED AS TO FORM

AIRLINE

BY \_\_\_\_\_  
CITY ATTORNEY

BY \_\_\_\_\_  
HORIZON AIR INDUSTRIES, INC.

**Regular City Council Meeting****Date: 12/20/2010****TITLE:** Request to Allocate Tax Increment Funds for the South Billings Boulevard Urban Renewal Master Plan**PRESENTED BY:** Candi Beaudry,  
Planning & Community Services**Department:** Planning & Community Services**Information****PROBLEM/ISSUE STATEMENT**

The South Billings Urban Renewal Association (SBURA), an incorporated non-profit organization, was created on September 28, 2010 for the purpose of advising the City Council on the allocation of tax increment funds derived from the South Billings Boulevard Urban Renewal District. The tax increment available at this time is \$1,174,024.00 based on Finance Department estimates. This is the amount remaining after the 2010 developer payment for the King Avenue East improvements is subtracted. Given the availability of funding for public improvements, the SBURA recognizes the need to assess and prioritize public improvement projects comprehensively and systematically. For that reason, on November 30, 2011, the SBURA voted unanimously to recommend that Council approve an allocation of up to \$300,000.00 for the purpose of developing a comprehensive Master Plan for the South Billings Boulevard Urban Renewal District. The Master Plan will be contracted to a qualified consulting firm and administered by the Planning Division with the assistance of the SBURA and Big Sky Economic Development Authority. It is anticipated that Requests for Proposals will be advertised by December 31, 2010 and a firm will be selected by January 31, 2011. The City Council would be asked to approve the consultant contract at one of the February, 2011 City Council meetings. The planning process will take approximately 12 months to complete. The expected outcome of the process is a prioritized list of public improvement projects that will achieve the vision for the future of this District.

**ALTERNATIVES ANALYZED**

The City Council may:

- Approve the request to allocate up to \$300,000.00 to develop a Master Plan for the South Billings Boulevard Urban Renewal District.
- Disapprove the request to allocate up to \$300,000.00 to develop a Master Plan for the South Billings Boulevard Urban Renewal District. Staff would request that the City Council provide guidance on alternatives to the Master Plan and how projects should be identified and prioritized.

**FINANCIAL IMPACT**

The South Billings Boulevard Urban Renewal and Tax Increment District received \$1,368,704.00 of tax increment in Fiscal Year 2010. Subtracting \$194,680.00 to meet the City's commitment to the Miller Crossing developer for the King Avenue East road improvements, an estimated \$1,174,024.00 is available for project costs. There are sufficient funds available for the Master Plan with enough remaining balance to finance other urban renewal projects later in the year and in the future.

**RECOMMENDATION**

Staff recommends that City Council approve the SBURA request to allocate up to \$300,000.00 to develop a Master Plan for the South Billings Boulevard Urban Renewal District.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting****Date: 12/20/2010****TITLE:** Acknowledge Receipt of Petition to Vacate Portions of Right of Way in The Village Subdivision**PRESENTED BY:** David Mumford,  
Public Works**Department:** Public Works**Information****PROBLEM/ISSUE STATEMENT**

The Sisters of Charity of Leavenworth Health System, property owner in The Village Subdivision, is replatting the Village Subdivision. With the new plat, which will be named St. Vincent Healthcare Subdivision, portions of the internal streets will be realigned. This requires portions of the street right of way to be vacated and new right of way to be dedicated. None of the streets have been constructed. St. Vincent is the original developer, therefore, the right of way to be vacated is done at no cost to the developer. Attached is a map showing the right of way to be vacated and the new right of way to be dedicated. This Council action acknowledges the street vacation application and sets a public hearing date. The new plat for St. Vincent Healthcare Subdivision, which will dedicate new rights of way, will be presented for approval at the January 24, 2011, City Council meeting along with the public hearing for the proposed right-of-way vacation.

**ALTERNATIVES ANALYZED**

The Council may:

- Acknowledge receipt of the petition to vacate the above mentioned right of way and set a public hearing for January 24, 2011.
- Do not acknowledge the petition to vacate the right of way.

**FINANCIAL IMPACT**

Since the right of way proposed to be vacated will revert to the original developer and no streets are constructed, there is no cost for the vacation. New right of way will be dedicated to replace the vacated area.

**RECOMMENDATION**

Staff recommends that Council acknowledge receipt of the petition to vacate portions of right of way within The Village Subdivision and set a public hearing for January 24, 2011.

**APPROVED BY CITY ADMINISTRATOR****Attachments**

Map of Area to be Vacated



**Regular City Council Meeting****Date: 12/20/2010****TITLE:** Warranty Deed from Big Sky Florists Supply - Bannister Trail**PRESENTED BY:** Mike Whitaker,  
Parks/Rec/Public Lands**Department:** Parks/Rec/Public Lands**Information****PROBLEM/ISSUE STATEMENT**

In February, 2009, Big Sky Florists Supply granted the City an easement on its property for the construction of a segment of the Heritage Trail known as the Bannister Drain Trail (constructed under Work Order 06-10). The property is located south of King Avenue West and east of South 29th Street West in the Midland Subdivision Fifth Filing Amended, Lot 12-A-2, Block 3. Big Sky Florists Supply has decided to deed to the City the property on which the trail is located.

Also, they will landscape this property in low maintenance, sustainable plants and grasses and will maintain the landscape for a period of 2 years (until December 31, 2012) at no cost to the City. According to Big Sky Florists Supply, this land is valued at \$279,678 and the value of the landscape improvements is \$35,000. The Parks and Recreation Department approves of this property being deeded to the City.

**ALTERNATIVES ANALYZED**

Council May:

- Accept the Warranty Deed, landscaping and 2-year maintenance from Big Sky Florists Supply; or
- Do not accept the Warranty Deed, landscaping and 2-year maintenance from Big Sky Florists Supply.

**FINANCIAL IMPACT**

For the initial 2 years of installation and maintenance (until December 31, 2012), Big Sky Florists Supply will cover all costs related to the landscaping and there will be no cost to the City. After this initial period, PRPL will absorb the maintenance costs into their operating budget.

**RECOMMENDATION**

Staff recommends that Council accept the warranty deed, landscaping and maintenance from Big Sky Florists Supply.

**APPROVED BY CITY ADMINISTRATOR****Attachments**Donation LetterWarranty Deed

**BIG SKY Florist's Supply**

WHOLESALE FLORISTS  
502 North 30th Street Phone  
BILLINGS, MONTANA 59101

**To Whom It May Concern:**

Big Sky Florists Supply would like to donate approximately one (+/-) acre(s) from lot 12A-2 of the Midland Subdivision (Legal Description: MIDLAND SUBD 5TH FILING, S13, T01 S, R25 E, BLOCK 003, Lot 12A, LT 12A-2 BLK 3 AMND LT 12A MIDLAND SUB 5TH FILING 6.980 AC (02)). This (+/-) one acre(s) would be the property from Southern edge of the proposed road to the South Property line of lot 12A-2. It would extend from the West property boundary to the East property boundary. We would like to donate this piece of property in a finished landscape form no later than 12/31/2010. In addition to the donation we would maintain the landscaped portion of that piece of property until 12/31/2012.

Sincere,

  
Nick Gaman

Big Sky Florists Supply

Project BANNISTER DRAIN TRAIL Parcel No. 1 County of Yellowstone  
 Designation MIDLAND SUBDIVISION FIFTH FILING AMENDED, LOT 12-A-2, BLOCK 3

## WARRANTY DEED

**THIS INDENTURE**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**FOR VALUABLE CONSIDERATION**, lawful money of the United States to them in hand paid by the **CITY OF BILLINGS**, THE receipt whereof is acknowledged, **WITNESSTH THAT:**

Big Sky Florists Supply  
 P.O. Box 1157  
 Billings, MT 59103

does hereby **GRANT, BARGAIN, SELL CONVEY, WARRANT AND CONFIRM** unto the **CITY OF BILLINGS** for the benefit and use of **The Public** the following described real property, to wit:

64

A tract of land situated in Lot 12-A-2 of the Plat Of Amended Lot 12-A, Block 3, Midland Subdivision Fifth Filing, located in the NW1/4 and the NE1/4 of Section 13, T.1S., R.25E., P.M.M. City of Billings, Yellowstone County, Montana, on file and of record in the office of the Clerk and Recorder of said County, Recorded June 13, 2001 Under Document No. 3133168, Records of Yellowstone County, Montana.

Said tract being more particularly described as follows: Beginning at the southeast corner of Lot 12-A-2 of said Amended Lot 12-A; thence along the south lot line of Lot 12-A-2 S 89°50'57" W for a distance of 674.13 feet; thence S 89°52'01" W for a distance of 259.52 feet to the southwest corner of said Lot 12-A-2, also being a point on the east right-of-way of South 29<sup>th</sup> Street West; thence along the said east right-of-way N 00°01'45" E for a distance of 6.89 feet; thence along a curve to the right with a radius of 510.00 feet and an arc length of 22.09 feet (Chord Bearing N 01°16'11" E Chord length 22.09 feet); thence leaving said east right-of-way along a curve to the right with a radius of 18.50 feet and an arc length of 3.66 feet (Chord Bearing N 84°13'06" E Chord length 3.66 feet); thence N 89°53'21" E for a distance of 207.49 feet; thence along a curve to the left with a radius of 419.00 feet and an arc length of 83.82 feet (Chord Bearing of N 84°09'29" E Chord length 83.68 feet); thence along a curve to the right with a radius of 1081.00 feet and an arc length of 216.26 feet (Chord Bearing N 84°09'29" E Chord length 215.90 feet); thence N 89°53'21" E for a distance of 423.88 feet; thence S 00°06'39" E for a distance of 58.68 feet to the Point of Beginning.

Said tract contains 1.032 acres, more or less.

**AS SHOWN** by Exhibit "A", consisting of one sheet attached hereto and made a part hereof.

**PURPOSE OF ACQUISITION** is to create a right-of way parcel for construction and use of public road, utility and related appurtenant structures, pursuant to 76-3-201(1)(h) M.C.A. as a division of land that creates rights-of-way or utility sites.

**TO HAVE AND TO HOLD** the above described and conveyed premises, with all the reversions, remainders, tenements, hereditaments and appurtenances thereto, unto the **CITY OF BILLINGS**, and to its successors and assigns forever.



**ACKNOWLEDGMENT AND ACCEPTANCE OF CONVEYANCE**

The Mayor and City Council of the City of Billings acknowledges receipt of this deed and hereby accepts the property interest conveyed through this instrument.

\_\_\_\_\_  
Mayor, City of Billings

\_\_\_\_\_  
Date

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

STATE OF MONTANA )

:SS

County of Yellowstone )

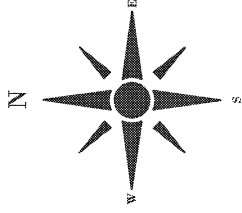
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_ as Mayor and \_\_\_\_\_ City Clerk of Billings known to me to be the persons who signed, respectively, and acknowledge to me that they executed the foregoing instrument. IN WITNESS WHEREOF, I have hereunto set my hand and my seal the day and year herein above written.

\_\_\_\_\_  
Notary Public in and for the State of Montana  
Residing in \_\_\_\_\_  
My commission expires \_\_\_\_\_

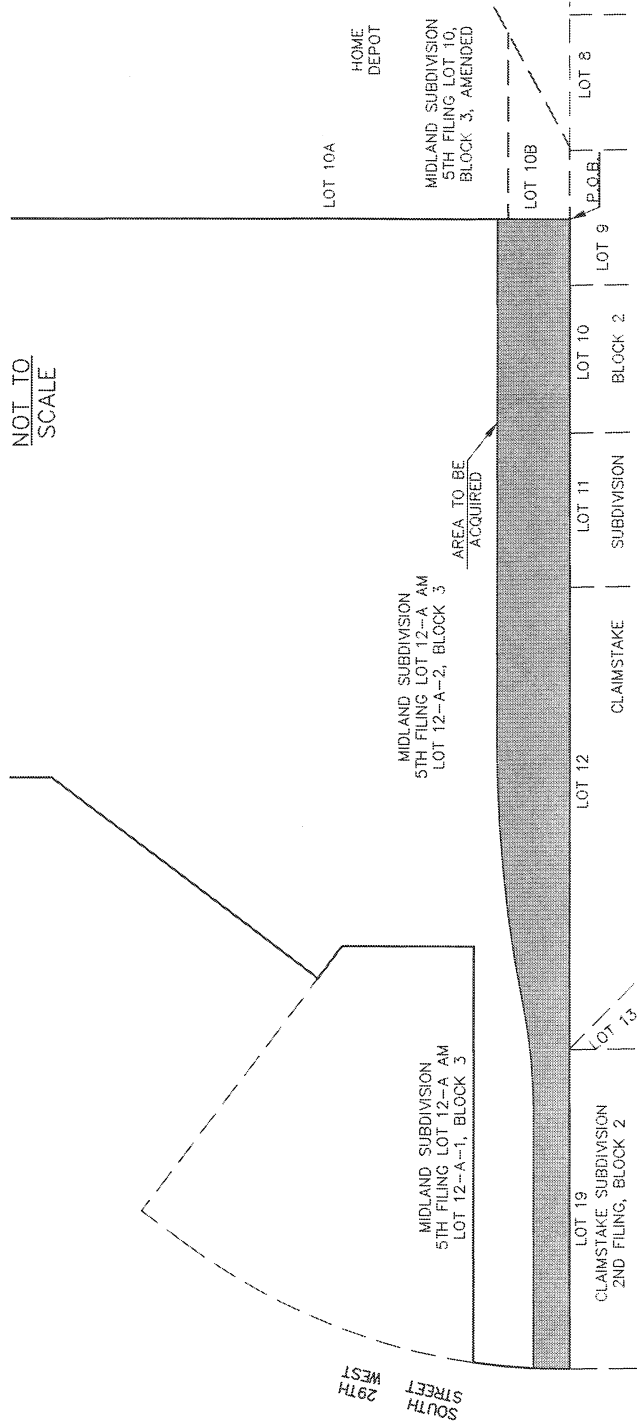
\_\_\_\_\_  
Print Name

# EXHIBIT A

RIGHT-OF-WAY ACQUISITION  
SITUATED IN LOT 12-A-2, BLOCK 3,  
MIDLAND SUBDIVISION FIFTH FILING  
BILLINGS, YELLOWSTONE COUNTY, MONTANA



NOT TO  
SCALE



A tract of land situated in Lot 12-A-2 of the Plat Of Amended Lot 12-A, Block 3, Midland Subdivision Fifth Filing, located in the NW1/4 and the NE1/4 of Section 13, T.1S., R.25E., P.M.M. City of Billings, Yellowstone County, Montana, on file and of record in the office of the Clerk and Recorder of said County, Recorded June 13, 2001 Under Document No. 3133168, Records of Yellowstone County, Montana.

Said tract being more particularly described as follows: Beginning at the southeast corner of Lot 12-A-2 of said Amended Lot 12-A; thence along the south lot line of Lot 12-A-2 S 89°50'57" W for a distance of 674.13 feet; thence S 89°52'01" W for a distance of 259.52 feet to the southwest corner of said Lot 12-A-2, also being a point on the east right-of-way of South 29th Street West; thence along the said east right-of-way N 00°01'45" E for a distance of 6.89 feet; thence along a curve to the right with a radius of 510.00 feet and an arc length of 22.09 feet (Chord Bearing N 01°16'11" E Chord length 22.09 feet); thence leaving said east right-of-way along a curve to the right with a radius of 18.50 feet and an arc length of 3.66 feet (Chord Bearing N 84°13'06" E Chord length 3.66 feet); thence N 89°53'21" E for a distance of 207.49 feet; thence along a curve to the left with a radius of 419.00 feet and an arc length of 83.82 feet (Chord Bearing of N 84°09'29" E Chord length 83.68 feet); thence along a curve to the right with a radius of 1081.00 feet and an arc length of 216.26 feet (Chord Bearing N 84°09'29" E Chord length 215.90 feet); thence N 89°53'21" E for a distance of 423.88 feet; thence S 00°06'39" E for a distance of 58.68 feet to the Point of Beginning, containing an area of 1.032 acres more or less.

LEGEND  
■ RIGHT-OF-WAY ACQUIRED

CITY OF BILLINGS, MONTANA  
R-O-W ACQUISITION EXHIBIT

CITY OF BILLINGS  
PARKS DEPARTMENT

THIS EXHIBIT IS PREPARED BY THE CITY OF BILLINGS, MONTANA

**Regular City Council Meeting****Date: 12/20/2010****TITLE:** Subordination of Housing Rehab Deferred Loan**PRESENTED BY:** Candi Beaudry,  
Planning & Community Services**Department:** Planning & Community Services**Information****PROBLEM/ISSUE STATEMENT**

Rebecca A. Kraft (Borchard) qualified for and received a Housing Rehabilitation Deferred Loan for \$20,000 in September 2009 and modified to \$22,362 by an Agreement of Modification in March 2010. The loan does not have to be repaid as long as Ms. Kraft (Borchard) remains the owner/occupant of the property. The loan is to be 100% repaid when the property is sold or when the owner no longer occupies the property. Ms. Kraft (Borchard) requested the City subordinate its lien (2nd mortgage) to a new first mortgage with a lower interest rate. She and the new lender will follow the City's subordination policy, which requires a 0% payback of the Rehabilitation Loan. Ms. Kraft (Borchard) will not acquire additional debt in the first mortgage and the City's position will not be affected by this action.

**ALTERNATIVES ANALYZED**

Council may:

- Approve the request to subordinate \$23,362 in a second position to a new first mortgage;
- Not approve the subordination request, which could result in the homeowner not being able to refinance in order to benefit from the current low interest rates.

**FINANCIAL IMPACT**

The total assessed value of the property is \$119,100. The new first mortgage from First Interstate Bank will not exceed \$100,000 that will refinance existing debt on the property at a lower interest rate. The City will retain its \$23,362 interest in the property in second position, and the City is still protected by the current value of the home.

**RECOMMENDATION**

Staff recommends that the City Council subordinate the City's lien securing a \$23,362 CDBG Housing Rehabilitation Deferred Loan to a new first mortgage from First Interstate Bank not to exceed \$100,000 to Rebecca A. Kraft (Borchard), 4242 Phillip Street.

**APPROVED BY CITY ADMINISTRATOR****Attachments**Subordination - Kraft

Please Return To:

City of Billings  
Community Development Division  
P.O. Box 1178  
Billings, Montana 59103

**SUBORDINATION AGREEMENT**

Comes now, The City of Billings, a Municipal Corporation, organized under the laws of the State of Montana, represents that it is the secured party under the provisions of a certain Trust Indenture dated September 24, 2009 executed by Rebecca A. Borchard as Grantor, and the City Attorney, Brent Brooks, as trustee, recorded October 1, 2009 under Document 3526173 in the records of the Clerk and Recorder for Yellowstone County, Montana, which was made to secure an indebtedness of \$20,000.00 and modified by an Agreement of Modification dated March 8, 2010 executed by Rebecca A. Borchard as Grantor, and the City Attorney, Brent Brooks, as trustee, recorded March 24, 2010 under Document 3544338 the records of the Clerk and Recorder for Yellowstone County, Montana, increasing the principal balance of the promissory note to \$23,362.00.

DO HEREBY SUBORDINATE the lien of said Trust Indenture and Agreement of Modification to the lien and obligation of a Trust Indenture wherein First Interstate Bank is named as Beneficiary, Rebecca A. Kraft (Borchard) is Grantor, and William Lambert, Esq. is Trustee, dated \_\_\_\_\_ and recorded \_\_\_\_\_ under document number \_\_\_\_\_ Yellowstone County Montana.

The intent of the undersigned is to subordinate the first above described Trust Indenture and Modification of Agreement to the new lien not to exceed \$100,000 ONLY as it is related to the below described real property; and to retain the priority position of the first above described Trust Indenture and Modification of Agreement as to all other real property described herein; to wit:

**The East 50 Feet of Lot 12, Block 4, of First Filing of Southwest Park Subdivision, in the City of Billings, Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document #670442.**

IN WITNESS WHEREOF, this instrument has been executed this \_\_\_\_\_ day of 2010.

CITY OF BILLINGS

By: \_\_\_\_\_, Mayor

ATTEST: \_\_\_\_\_, City Clerk

**ACKNOWLEDGEMENT**

STATE OF MONTANA )  
 : ss.  
County of Yellowstone )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me, a Notary Public for the State of Montana, personally appeared TOM HANEL and CARI MARTIN, known to be to be the Mayor and

City Clerk respectively of the City of Billings, and whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

\_\_\_\_\_

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

Notary Public for the State of Montana

Residing at Billings, Montana

My Commission Expires: \_\_\_\_\_

**Regular City Council Meeting****Date: 12/20/2010****TITLE:** Ratification of the Adult Misdemeanor Mental Health Court Grant Application**PRESENTED BY:** Tina Volek,  
City Hall Administration**Department:** City Hall Administration**Information****PROBLEM/ISSUE STATEMENT**

The City Council is being asked to ratify a new \$244,220 grant application to Montana Mental Health Settlement Trust for a 2-year program for the Billings Adult Misdemeanor Mental Health Court (BAMHC). When the Council had no objections to an on-line inquiry, the City Administrator signed the grant December 3, 2010, in order to make a state application deadline. If approved, this grant would replace 3-year Bureau of Justice Assistance planning and implementation grant that expires in August 2011.

Based on Billings' size and demographics, the city is expected to have about 6,350 residents affected by serious mental health issues. BAMHC tries to reduce criminal recidivism in mentally ill individuals by screening chronic offenders for mental illness and by coordinating community care resources so clients can become successful family and community members. The program lasts 15 to 18 months and, without additional funding, some of the 24 current clients may not be able to graduate. The grant also helps train law enforcement officers on crisis intervention.

The grant for which the City is applying comes from settlement of a Montana Attorney General's suit against Eli Lilly, which allegedly sold the drug Zyprexa for unapproved, off-label uses. The company also allegedly knew that the drug put patients at risk for health conditions including hyperglycemia, diabetes, pancreatitis and cardiac problems.

The grant was initiated by the current Municipal Court Judge, who has been elected to the District Court and is leaving the City on Jan. 3, 2011. If the grant is awarded and a new Municipal Court Judge or the City Council decide that the program is something in which Billings is no longer interested, then the grant simply would not be accepted.

**ALTERNATIVES ANALYZED**

The Council may:

- Ratify the grant application made by the City Administrator; or
- Decline to ratify the grant application, in which case the application would be withdrawn.

**FINANCIAL IMPACT**

The last, current year of the Federal BAMHC grant is for \$109,860. The new grant would be for \$120,360 for Fiscal Year (FY) 2012, and \$132,860 for FY 2013. The grant would have a "soft" match of items like staff time and supplies. Beginning in 2011, BAMHC also will assess clients' finances and begin asking those who qualify to make payments based on a sliding fee scale.

**RECOMMENDATION**

It is recommended that the Council ratify the Billings Adult Misdemeanor Mental Health Court's new grant application to the Montana Mental Health Settlement Trust in the amount of \$244,220 over 2 years.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

BAMHC Grant Application

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**Project Title:**

Billings Adult Misdemeanor Mental Health Court – interim funding for continuation and expansion

**Brief Description of Project:**

Pursuant to section 46-1-1201-1204 Montana Code Annotated, our legislature established the Mental Health Treatment Court Act. This legislation laid the groundwork for the state's first misdemeanor Mental Health Court.

Billings Adult Misdemeanor Mental Health Court (BAMHC) responds to the needs of nonviolent misdemeanants with mental illness within the criminal justice system in the City of Billings and is currently operating under a three year Bureau of Justice Assistance (BJA) planning and implementation grant that began September of 2008 and runs through August of 2011. The Court began taking clients in February of 2009. The length of the program is 15 to 18 months. The current funding period is too short to allow current clients to graduate and for the evaluator to show significant outcomes that will sustain local funding.

Mental illness in the City of Billings' criminal population has created alarm and concern in our community. Billings has a population of 105,845 people; the largest city in a state that is geographically the fourth largest in the U.S. According to the 2009 American Community Survey (ACS), 89.4% of Billings' residents are Caucasian. The largest minority population in Billings is American Indian/Alaskan Native at 4.2%. While the per capita income is higher than the state average, indeed 7.3% of the Billings population lives below the poverty level. Based on its population and according to national statistics, Billings has approximately 6,350 residents affected by serious mental illness (National Institute of Mental Health) [www.nimh.nih.gov/health/topics/statistics/](http://www.nimh.nih.gov/health/topics/statistics/). Many offenders are diagnosed with or self-report serious mental illness or co-occurring disorders.

MMHST dollars would be used to bridge the gap between our implementation grant and long term state and local sustainability of the BAMHC. Interim funding would allow us not only to ensure our program continues to meet the needs of mentally ill offenders within our community, but also allow us to focus on program expansion through scientific outcomes.

**Total Project Cost and Timetables:**

BAMHC is requesting \$244,220.00 over a 2 year period. This timetable is made up of \$120,360 for the year beginning July 1, 2011 through June 30, 2012, and \$132,860 for the year beginning July 1, 2012 through June 30, 2013. The total project cost and timetable is detailed later in this application under the **Itemized Project Budget** section.

**Organizational Information:****STAFF**

Our existing team is cross-trained in problem-solving court models. We have also been selected as a National Association of Drug Court Professionals (NADCP) mentor court with which other teams will observe and train. The planning coalition has developed a preliminary strategic plan with measurable goals and objectives within the broad framework of the Ten Essential Elements of a Mental Health Court as established by the National Association of Drug Court Professionals (NADCP). Our team includes the municipal court judge, the specialty court coordinator, a prosecutor from the Billings City Attorney's Office, a public defender from the Office of the State Public Defender, two licensed probation officers, a Captain and Lieutenant of the Billings Police Department, a dual-licensed addiction counselor, and a case manager to coordinate continuous ancillary wrap-around support services.

**MISSION**

The Billings Adult Misdemeanor Mental Health Court (BAMHC) will strive to reduce recidivism of mentally ill offenders in the criminal justice system and provide community protection with a cost effective, integrated continuum of care through the development and utilization of community resources. The BAMHC will hold defendants accountable and will assist offenders to achieve long-term stability to become law-abiding citizens, and successful family/community members.

**STRUCTURE AND HISTORY**

BAMHC partners with community mental health and law enforcement and has developed a system that screens adult misdemeanor offenders with serious mental illness for eligibility into the mental health court. Diversion and treatment programs address the individual needs of the participants. BAMHC measures short term outcomes regarding maintenance of treatment and medication regimens, employment, education and family support. Long term goals will focus on independent living in a pro-social manner, reduced recidivism and increased sobriety.

Additionally, the Team and Community Crisis Center works with local law enforcement to provide Crisis Intervention Training for officers, and has developed a Law Enforcement Liaison (LEL) program for BAMHC participants and trains mental health and substance abuse providers in specialty courts diversion, in our effort to support community public safety.

Our participants have frequent court visits, attend treatment sessions geared to their particular needs and determined level of care, have access to their case manager, meet with probation weekly, as well as are appointed a Public Defender to act on their behalf. The services we have access to and assist clients with, include appropriate housing, medication services, vocational rehabilitation, veteran services, transportation needs, and applications for government benefits, to name a few.

BAMHC is a three phase program with minimum participation of one year. BAMHC participation is voluntary after the informed consent procedure has been completed. Currently we have 24 participants (up from 14 a year ago), with 5 individuals having recently successfully graduated from the court.

**Organizational Financial Record:**

The specialized Billings Areas Mental Health Court (BAMHC) is encompassed within the City of Billings Municipal Court budget. See spreadsheet entitled 'City of Billings Municipal Court Budget – FY 2010'

**City of Billings Municipal Court  
Budget - FY 2010**

Salaries - Teamster & Mgmt	\$ 74,811.00
Wages	\$ 299,771.00
Longevity	\$ 893.00
Lead Worker	\$ 641.00
Care Program Pay	\$ 500.00
Management Overtime	\$ 2,000.00
Elected Salaries	\$ 129,438.00
Car Allowance	\$ 3,600.00
<b>Subtotal:</b>	<b>\$ 511,654.00</b>
Teamster Overtime	\$ 35,400.00
Holiday Hourly Worked	\$ 1,435.00
<b>Subtotal:</b>	<b>\$ 36,835.00</b>
Unemployment Ins.	\$ 1,601.00
Industrial Accident	\$ 4,729.00
Health Insurance	\$ 110,520.00
F.I.C.A.	\$ 34,006.00
PERS Retirement	\$ 38,524.00
Medicare	\$ 7,953.00
Life Insurance	\$ 630.00
Dental Insurance	\$ 1,492.00
<b>Subtotal:</b>	<b>\$ 199,455.00</b>
Office Supplies - Small Items of Equipment	\$ 9,000.00
Other Office Supplies	\$ 19,447.00
Postage, Box Rent, Etc.	\$ 12,600.00
Printing & Forms	\$ 7,000.00
Duplication Expense	\$ 7,820.00
Public Relations	\$ 1,000.00
Other operating supplies	\$ 1,700.00
Juror Fees	\$ 8,000.00
Witness Fees	\$ 2,820.00
Legal Services	\$ 10,000.00
Contract Software Maintenance	\$ 31,970.00
Mental Health Service-Offenders	\$ 50,000.00
Clothing & Uniforms	\$ 2,900.00
Computer Equipment	\$ 2,000.00
Publicity/Suscription	\$ 6,375.00
Telephone	\$ 20,274.00
Contract Labor	\$ 5,000.00
Management Training	\$ 7,550.00
<b>Subtotal:</b>	<b>\$ 205,456.00</b>
Billings Adult Misdemeanor Drug Court	\$ 82,828.00
Federal Earmark Biennium Funding	\$ 52,000.00
Billings Adult Misdemeanor DUI Court	\$ 205,000.00
Billings Adult Misdemeanor Mental Health Court	\$ 109,860.00
SAMHSA grant	\$ 292,902.00
JAG grant	\$ 37,500.00
<b>Budget Total:</b>	<b>\$ 1,733,490.00</b>

MMHST grant

Organizational Financial Record section

Applicant: BAMHC

**Itemized Project Budget:**

This continuation request is identical to the last two years of funding provided by the Bureau of Justice grant. See spreadsheet entitled 'Billings Adult Misdemeanor Mental Health Court Budget' with year 1 and year 2 columns.

<b>Billings Adult Misdemeanor Mental Health Court Budget</b>			
		<b>Year 1</b>	<b>Year 2</b>
<b>Personnel (includes benefits)</b>			
Coordinator \$15/hr X 20 hrs/week		\$ 22,000.00	\$ 24,000.00
Probation Officer .75 FTE @ 28,000		\$ 21,000.00	\$ 21,000.00
Dual Licensed Counselor/Case Manager 1.5 FTE @b 33,000		\$ 51,000.00	\$ 52,500.00
Pro-tem Judge 1 hr/week @ \$38/hr		\$ 2,000.00	\$ 2,000.00
Program Evaluator \$800/month		\$ 9,600.00	\$ 9,600.00
Travel		\$ 3,000.00	\$ 3,000.00
Medication		\$ 2,240.00	\$ 2,240.00
Crisis Stabilization		\$ 9,520.00	\$ 9,520.00
<b>Total:</b>		<b>\$ 120,360.00</b>	<b>\$ 123,860.00</b>
<b>Total Budget Request</b>	<b>\$ 244,220.00</b>		

**Project Funding Plan and Goals:**

The team has met to develop criteria and a planning strategy as we continue to explore future state and federal funding. Listed below are a few of the components of the team's current plan for those allocations. We are continuing to explore state and federal allocations. As shown in the above **Organizational Financial Record** section of this application, the Municipal Court budget has a \$50,000.00 allocation for mental health service for offenders. The court will continue to utilize this City general Fund allocation to specifically supplement the mental health court.

Billings in 2009 approved the establishment of a Municipal Treatment Court Administrative Fee. This fee requires \$25 as part of the disposition of all citations and complaints, criminal and traffic, in which a factual nexus to alcohol, dangerous drugs, controlled substances or drug paraphernalia exists. This surcharge is assessed to offset the administrative expenses or costs for operation of Billings Municipal Court Treatment Courts.

To date, the BAMHC has not charged participation fees of our clients. However, beginning in 2011, we will be assessing the financial resources of the clients and asking those who have the financial ability beyond SSI or SSDI benefits to pay monthly fees on an established sliding scale. The other two treatment courts (both Drug Court and DUI Court) have established fees which we believe help not only the court, but to involve the participant in feeling a greater ownership by a small financial investment in the program.

**Trust Relevance:**

We are aware that the Eli Lilly punitive damages case is based on a settlement the pharmaceutical company made in response to allegations they marketed and sold the drug Zyprexa for unapproved, off-label uses. It was also ascertained that Eli Lilly knew the drug put patients at risk for developing severe and harmful health conditions (hyperglycemia, diabetes, pancreatitis, cardiac problems, and more) yet failed to warn physicians and consumers of these dangers. It has also been said the company encouraged and authorized unlawful payments of illegal kickbacks to doctors in an effort to further generate Zyprexa sales.

The BAMHC mission fits squarely within the distribution plans for the money which establishes the MMHST. Under the **Mandatory Distributions** portion of the trust's regulations, BAMHC goals and objectives fit 5 out of 6 of these categories (excluding just #5, as our particular court caters to adults). Additionally, our mission also parallels that of the **Discretionary Distribution** provisions of the MMHST, as we provide "programs, services and/or resources dedicated to the prevention, treatment and management of mental illness in Montana adults and children." The BAMHC has among our team and community member organizations, qualified people who are skilled in drug therapy. These individuals take learning about new drugs which could aid the mentally ill, very seriously by staying informed, plus attending conferences and workshops to further their knowledge in providing the best care possible.

BAMHC is in its final year of the initial 3 year grant. Individuals with serious mental illness in Montana are disproportionately exposed to the criminal justice system, often as a result of challenges with access and opportunity in relationship to treatment. BAMHC is a viable and successful alternative to incarceration and provides an opportunity for access to appropriate and effective treatment, skills, and the reduction of stigma.

**Project Staff:**

Please note that all of our staff members are fully trained and in place. Our judge was recently elected to serve as judge in the 13<sup>th</sup> Judicial District and will begin her term in January of 2011. Currently, applications are being accepted to fill her role that will be vacant in the Municipal Court. An appointment will be in place by December 20, 2010.

Judge Mary Jane Knisely – 13 years judicial experience  
 Laura Hopkins (MHC Coordinator) – 1 year  
 Autumn Hicks (Treatment Court Support) – 4 years  
 Curtis Bevolden (Prosecuting Attorney) – 26 years  
 Katie Barber (Defense Attorney) – 6 years  
 TJ Vladic (Police Captain) + Mark Cady (Law Enforcement Officer) – 45 years combined experience  
 Erin Unruh (Treatment) – 3 years  
 Adam Flores + Tonya Punt (Probation) – 18 years combined experience  
 Angie Stewart (MHC Case Mgr. - Community Crisis Center) – 16 years

**Future of Project:**

The clients will remain plugged into services for a lifelong illness. They receive case management and treatment skills that will help them with pro-social behaviors, cost effective services and halt recidivism. The federal and state mental health system and the City of Billings will be approached for funding based upon the continued documented successful outcomes.

**Evaluation Plan:**

The BAMHC evaluation plan includes two aspects: 1) an ongoing process evaluation to determine if the program is meeting its goals and objectives; and 2) an outcome evaluation gathered by administering pre and post-tests to measure specific variables of each BAMHC candidate and participant.

Cary Heck, Ph.D., from the Department of Criminal Justice at the University of Wyoming has been contracted to manage our evaluation. Dr. Heck has created a data base, supported by the statewide detention repository and Full Court MIS to assist the outcome of this program, analyze and report on goal attainments and BJA performance measures. Our program has 2 years worth of data and bi-annual evaluations from which to build a 5 year evaluation.

**FULL DESCRIPTION OF PROJECT****Background:**

In Montana, care for the mentally ill is hampered by a chronic shortage of providers, resources, inadequate number of psychiatric hospital beds and a constant challenge to provide quality services in such a large geographic region (National Alliance for the Mentally Ill-NAMI, 2005). By default, law enforcement continues to use jail beds for non-violent, mentally ill offenders. Incarceration interrupts treatment and forces mentally ill inmates to lose benefits. Further decomposition aggravates mental health conditions and axiomatically increases repeat involvement in the criminal justice system. Astoundingly, the Montana Department of Corrections remains the largest provider of mental health services in the state. In 2006, NAMI again rated Montana an "F" on its report card concerning mental health and justice issues citing

Montana's suicide rate, the 3rd highest in the nation, and identified as urgent, the need for jail diversion, Crisis Intervention Training, services for Native Americans and crisis beds.

**Problem or Opportunity:**

At the 2008 GAINS Conference, it was reported that without effective support and a continuum of services, mentally ill offenders who have a 60% recidivism rate, are more likely to have a deferred or suspended sentence revoked and face longer terms of incarceration with each new offense or probation violation. The GAINS Center underscored that the punitive nature of a jail's atmosphere causes undue stress to those with mental illness, aggravating their condition and potentially causing permanent harm by increasing treatment resistance. These findings are consistent with the data assessment of YCDF's jail-based counselor, who notes that the same 70+ inmates with a mental illness are part of a misdemeanor "revolving door" of criminal justice. The chronic offender commits a crime, pleads or is convicted, serves his or her sentence, then re-offends within weeks, days, or even hours after release. Despite the system's efforts, Billings Municipal Court 'traditional' track currently has a limited ability to improve the lives of individuals with mental illnesses. Without the MMHST funding, continuation of this specialized mental health docket is not feasible, nor will it be able to expand.

It has taken 2 years to get this successful alternative program in place. The community support is tremendous. The criminal justice culture has changed to embrace this specialized mental health docket and make referrals due to the credibility achieved.

As the largest city in the state, Billings is fortunate to have a strong medical and mental health community, law enforcement that is well funded by a public safety mill levy and many ancillary service providers. With financial assistance, we have been able to pull these resources together to serve the mentally ill criminal offender. Previously, lack of coordination and duplication of services had hindered judicial ability to stop the "revolving cycle". In an effort to stop the "cookie cutter" ineffective sentencing in traditional adversarial court docket, our team has successfully refined the Mental Health Court and taken this specialty court to an enhanced level of awareness relied upon by the community.

**Your Plan and Expected Results:**

Billings Municipal Court of Montana, in cooperation with the Rimrock Foundation, Community Crisis Center, Billings Mental Health Center, Montana Board of Crime Control and Yellowstone County Detention Facility, has established the Billings Adult Misdemeanor Mental Health Court (BAMHC).

BAMHC continues to identify cases of defendants with mental illness at sequential intercept points that lead to diversion, alternative prosecution, and sentencing programs. The vision for BAMHC is driven by a belief that public safety will be enhanced through assessment, early intervention, ongoing case management, service delivery, and appropriate use of detention for serious offenders.

Given continued funding, our plan is to expand to allow our Mental Health Court to operate and to serve our mentally ill citizens. Additional funding will allow us to explore other Federal expansion grant opportunities, as well as state and local options. The additional time is necessary to allow more people to successfully graduate, plus allows for a greater timeline for evaluations to take place to prove reduction in recidivism. Moreover, our expansion of the BAMHC would include designated Program of Assertive

Community Treatment (PACT) team slots to provide wrap-around services for the most severe of our clients needing more intense managed care. PACT team slots would also be an alternative for long-term inpatient hospitalization or institutionalization <http://angiemindy.tripod.com/>. Plans also include expanding to 50 clients, just as did both the Drug and DUI Courts over time. This natural growth would entail additional hours for our coordinator.

**Project Significance to You and Others:**

With an additional 2 years of mental health court funding, this alternative to incarceration for mentally ill offenders will become a viable option to the Billings community. Non-violent offenders will be placed in a program which affords them the opportunity to manage their mental illness through access to services, breaking the cycle of petty crime. With five years of evaluation, the court will be in a position to redefine the most successful ways to divert these offenders from the costly jails that only cause them to decompensate.

**Future of the Project – Sustainability:**

The BAMHC will partner with our state-wide allies to pursue funding critical to the sustainability of our program using evaluation reports. The Billings Municipal Court system has a solid history of collaboration with the Montana Board of Crime Control, and Montana Supreme Court Administrator's Office which support the community's design of a pilot mental health court program. The most significant indicator of program sustainability is the Governor's commitment to enhancing mental health services for Montana residents, with an emphasis on the development of criminal justice diversion programs that will lead to productive living of persons with a mental illness. The chief administrative officer of the Community Crisis Center sits on the Service Area Committee, which approaches legislators with a selected list of legislative priorities for the coming year. The BAMHC's strategic plan included an information forum with the Billings Legislative Delegation in December of 2008, where the needs of the mentally ill were presented in conjunction with a discussion of specialized mental health courts by the statewide court coordinator.

The BAMHC's coalition partners will also be approached to help shoulder and sponsor some components of the mental health program. Active registration of participants, who qualify for Medicare and Medicaid, will also reduce costs of prescription medicines significantly.

Finally, city and county annual funding will be sought by showing a decrease in jail costs, law enforcement contacts, and emergency medical service usage established by program evaluation. The court steering committee will also seek private donations and partnerships with local service club organizations. Lastly, the team will seek a local government surcharge on court cases to fund the Billings Adult Mental Health Court.

**References:**

Judge Mary Jane Knisely – Municipal Court Judge  
 Mona Sumner – Rimrock Foundation  
 Rich St. John – Chief of Police

**Signature:**

City Administrator Tina Volek:

Christina Volek

Date:

12/3/10

**Regular City Council Meeting****Date:** 12/20/2010**TITLE:** Final Plat of Circle Inn Subdivision**PRESENTED BY:** Candi Beaudry,  
Planning & Community Services**Department:** Planning & Community Services**Information****PROBLEM/ISSUE STATEMENT**

The final plat for the Circle Inn Subdivision is being presented to Council for approval. On August 5, 2010, City staff held a pre-application meeting with the applicant to discuss the creation of a two-lot subdivision of 3.45 acres of land. It was determined at that time that the subdivision qualifies for the expedited plat review process, which allows, under certain conditions, subdivisions creating just two lots to proceed straight to final plat review. The subject property is located on the east side of Main Street in the Heights. It is zoned Highway Commercial (HC). There is an existing bar/restaurant facility (vacant) and a single-family residence on the property. The subdivision will result in each structure being on its own lot. The property owners are Circle Inn, Corp., Lee Steffanich, President, and the agents are McKee Engineering and Red Lodge Surveying. Upon City Council approval, these documents are appropriate as to form for filing with the Clerk and Recorder.

**ALTERNATIVES ANALYZED**

The City Council may approve or deny the final plat of Circle Inn Subdivision. If the City Council chooses to deny the final plat, it must base the denial on the criteria outlined in MCA 76-3-611 and BMCC Section 23-305(F).

**FINANCIAL IMPACT**

Should the City Council approve the final plat, the City special assessment taxes on the subject property will be reconfigured. Since there would be two lots instead of one, tax revenues may increase. It is also likely that there will be redevelopment and improvements to the lots once sold, which will also increase tax revenues for the City.

**RECOMMENDATION**

Staff recommends that the City Council approve the final plat of Circle Inn Subdivision.

**APPROVED BY CITY ADMINISTRATOR****Attachments**Final Plat



**Regular City Council Meeting****Date: 12/20/2010****TITLE:** Payment of Claims November 26, 2010.**PRESENTED BY:** Pat M. Weber, Financial Services Manager**Department:** City Hall Administration

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**Information****PROBLEM/ISSUE STATEMENT**

Claims in the amount of \$1,592,375.75 have been audited and are presented for your approval for payment. A complete listing of the claims dated November 29, 2010, is available in the Finance Department.

**ALTERNATIVES ANALYZED**

The Council may:

- Approve the payment of claims; or
- Not approve the payment of claims.

**FINANCIAL IMPACT**

Claims have a varying impact on department budgets, but are submitted by the departments and reviewed by Finance staff before being sent to the Council.

**RECOMMENDATION**

Staff recommends that Council approve the Payment of Claims.

**APPROVED BY CITY ADMINISTRATOR**

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**Attachments**

List of claims greater than \$2500.

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CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #				CHECK AMOUNT
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
11/26/2010	739199	ACE ELECTRIC INC	40			267,168.59	
	202-1503-466.79-73	11/22/2010	WO 09-25 DOWNTWN SIGNAL	3/24186	276286 05/2011	9,190.96	
	202-1503-466.79-73	11/22/2010	CONTRACT SERVICES	2&3/24186/24225	276288 05/2011	257,977.63	
11/26/2010	739205	AUTOMATED OFFICE INC	241			8,710.68	
	255-2145-421.36-30	10/06/2010	INVOICE INV7807 DATED 10/	INV7807	F11704 04/2011	1,000.00	
	571-7141-713.36-30	10/20/2010	MISC SERVICES	7992	278324 04/2011	34.24	
	211-3132-433.36-30	10/20/2010	MISC SERVICES	7995	278324 04/2011	15.00	
	670-3141-489.36-60	10/18/2010	COPIER MAINTENANCE	8000	278324 04/2011	39.95	
	660-3110-431.36-60	10/18/2010	COPIER MAINTENANCE	8001	278324 04/2011	27.06	
	150-2225-422.36-40	10/26/2010	OCT11/CANON LC2050P MAINT	INV8143 911 CTR	278324 04/2011	250.00	
	605-1516-483.36-90	10/05/2010	MISC SERVICES	7858	278324 05/2011	45.00	
	260-5511-455.36-90	10/18/2010	MISC SERVICES	7991	278324 05/2011	26.56	
	260-5514-455.36-90	10/18/2010	MISC SERVICES	7991B	278324 05/2011	104.16	
	260-5513-455.36-90	10/18/2010	MISC SERVICES	7991C	278324 05/2011	29.52	
	605-1516-483.36-90	10/18/2010	MISC SERVICES	7993	278324 05/2011	36.10	
	605-1516-483.36-90	10/18/2010	MISC SERVICES	7996	278324 05/2011	21.68	
	605-1516-483.36-90	10/18/2010	MISC SERVICES	7997	278324 05/2011	54.36	
	605-1516-483.36-90	10/18/2010	MISC SERVICES	7998	278324 05/2011	14.52	
	605-1516-483.36-90	10/18/2010	MISC SERVICES	7999	278324 05/2011	83.11	
	605-1516-483.36-90	10/22/2010	MISC SERVICES	8142	278324 05/2011	2,255.00	
	605-1516-483.36-90	10/22/2010	MISC SERVICES	8144	278324 05/2011	4,510.00	
	605-1516-483.36-90	10/26/2010	MISC SERVICES	8202	278324 05/2011	9.28	
	605-1516-483.36-90	10/26/2010	MISC SERVICES	8203	278324 05/2011	155.14	
11/26/2010	739218	BUSINESS TAX SECTION	2449			10,287.21	
	490-0000-201.10-00	11/16/2010	RETAINAGE CORRECTION	RET CORRECTION	274411 05/2011	10.58	
	490-0000-201.10-00	11/16/2010	RETAINAGE CORRECTION	RET CORRECTION	274411 05/2011	3.22	
	490-5161-452.93-70	11/16/2010	RETAINAGE CORRECTION	RET CORRECTION	274411 05/2011	10.58-	
	490-5161-452.93-70	11/16/2010	RETAINAGE CORRECTION	RET CORRECTION	274411 05/2011	3.22-	
	421-8493-623.93-40	11/22/2010	WO0822 WWTP DISINFEC SYS	7	272597 05/2011	6,822.91	
	845-3186-431.93-10	11/22/2010	WO0412 ALKALI CR RD	6	274581 05/2011	858.47	
	202-1503-466.79-73	11/22/2010	WO0925 DOWNTOWN SIGNAL	2&3/24186/24225	276289 05/2011	2,605.83	
11/26/2010	739223	CMG CONSTRUCTION, INC.	17342			84,988.63	
	490-0000-201.10-00	11/16/2010	RET CORRECTION	RET CORRECTION	274408 05/2011	1,048.37	
	490-0000-201.10-00	11/16/2010	RET CORRECTION	RET CORRECTION	274408 05/2011	318.31	
	490-5161-452.93-70	11/16/2010	RET CORRECTION	RET CORRECTION	05/2011	1,048.37-	
	490-5161-452.93-70	11/16/2010	RET CORRECTION	RET CORRECTION	05/2011	318.31-	
	845-3186-431.93-10	11/22/2010	WO0412 ALKALI CR RD	6	274580 05/2011	84,988.63	
11/26/2010	739227	CUSTOM COMPUTER TECHNOLOGIES I	20567			9,535.00	
	251-2187-421.35-60	11/23/2010	MISC SERVICES	106004607	279800 05/2011	9,535.00	
11/26/2010	739229	D N D SECURITY	16586			2,559.67	
	521-1591-493.39-70	11/23/2010	GARAGE SECURITY NOV. 2010	416	279809 05/2011	519.92	
	521-1592-493.39-70	11/23/2010	GARAGE SECURITY NOV. 2010	416	279809 05/2011	1,014.92	
	521-1593-493.39-70	11/23/2010	GARAGE SECURITY NOV. 2010	416	279809 05/2011	519.92	
	521-1594-493.39-70	11/23/2010	GARAGE SECURITY NOV. 2010	416	279809 05/2011	504.91	

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11/26/2010	739241	FIRST INTERSTATE BANK	1303				6,375.60
	723-6595-465.62-00	11/22/2010	MISC SERVICES	1100216095	279765	05/2011	6,375.60
11/26/2010	739242	FIRST MONTANA TITLE CO	1304				15,000.00
	296-6680-463.72-75	11/22/2010	632 ST JOHNS #1	MALLOY, FONNETT	279743	05/2011	15,000.00
11/26/2010	739243	FLIGHTS NOW.COM	18058				9,466.50
	562-7120-711.94-90	11/22/2010	INVOICE #617	617	F11938	05/2011	9,466.50
11/26/2010	739245	GENERAL ELECTRIC CAPITAL CORP	19598				4,685.21
	150-2150-421.61-00	11/22/2010	TOUGHBOOK PMT #36 -	001 P 73426454	F11943	05/2011	4,443.88
	150-2150-421.62-00	11/22/2010	TOUGHBOOK PMT #36 -	001 I 73426454	F11943	05/2011	241.33
11/26/2010	739250	GREAT WEST ENGINEERING	18016				14,357.55
	544-3123-435.93-90	11/22/2010	WO0827 LANDFILL EXP	PHS 4 16	263194	05/2011	14,357.55
11/26/2010	739251	HDR INC	1544				13,151.81
	416-7493-603.92-20	11/22/2010	WO0426 ZONE 4&5	45/244820-H	247294	05/2011	13,151.81
	502-7211-601.35-40	11/22/2010	DRINKING WTR SOURCE	STDY 244822-H	258046	05/2011	8,465.37
	502-7211-601.35-40	11/24/2010	DRINKING WTR SOURCE	STUDY CORRECTION	258046	05/2011	8,465.37-
11/26/2010	739256	HOSE & RUBBER SUPPLY INC	1737				3,581.86
	150-2229-422.24-90	11/19/2010	FIRE/PLUG&SOCKET/10-	28 946945 FIRE	279724	05/2011	6.27
	150-2229-422.24-90	11/19/2010	QRV:1"GORILLA HOSE	949178 FIRE/QRV	279724	05/2011	3,459.88
	512-8400-623.24-50	11/22/2010	MISC SERVICES	9490011.001	279772	05/2011	14.29
	502-7400-603.24-50	11/22/2010	MISC SERVICES	949797.001	279772	05/2011	23.76
	502-7400-603.24-50	11/22/2010	MISC SERVICES	950061.001	279772	05/2011	28.89
	502-7400-603.24-50	11/22/2010	MISC SERVICES	950311.001	279772	05/2011	48.77
11/26/2010	739261	JOHNSON LANE MATERIALS	15449				4,656.64
	541-3123-435.22-90	11/22/2010	PIT RUN LF	14502	279294	05/2011	4,656.64
11/26/2010	739270	MAILING TECHNICAL SERVICES	12577				6,352.45
	521-1521-493.31-10	11/22/2010	MISC SERVICES	OCT10	279760	05/2011	240.00
	605-1515-483.31-10	11/22/2010	MISC SERVICES	OCT10	279760	05/2011	4,884.25
	260-5511-455.31-10	11/22/2010	LIBR ACCT 10/09/10-	11/06/ LIBR ACCT 10/10	F11948	05/2011	1,228.20
11/26/2010	739277	MODERN MACHINERY	2457				18,900.00
	512-8400-623.24-50	11/22/2010	PORTABLE AIR COMPRESSOR	1562599	273007	05/2011	18,900.00
11/26/2010	739279	MONTANA DAKOTA UTILITIES CO	2492				16,087.30
	266-6773-465.39-90	11/22/2010	1128 LYNN AVENUE	067478 27	279740	05/2011	21.43
	266-6773-465.39-90	11/22/2010	1039 CUSTER AVENUE	065851 25	279741	05/2011	34.76
	561-7117-711.34-40	11/22/2010	073858 25	112210	F11951	05/2011	109.46
	502-7400-603.34-40	11/26/2010	PUD	07162021		05/2011	20.14
	502-7400-603.34-40	11/26/2010	PUD	07342023		05/2011	22.05
	561-7113-711.34-40	11/26/2010	AIRPORT	07385922		05/2011	822.49
	561-7112-711.34-40	11/26/2010	AIRPORT	07387221		05/2011	4,078.08
	561-7117-711.34-40	11/26/2010	AIRPORT	07388722		05/2011	574.84

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512-8400-623.34-40	11/26/2010	PUD	07555321	25%	05/2011	1,483.52	
512-8400-623.34-40	11/26/2010	PUD	07555321	50%	05/2011	2,967.04	
512-8400-623.34-40	11/26/2010	PUD	07555321	25%	05/2011	1,483.52	
10-5127-451.34-40	11/26/2010	REC	07586821		05/2011	197.78	
650-1567-487.34-40	11/26/2010	FACILITIES	07610421		05/2011	1,091.15	
521-1595-493.34-40	11/26/2010	PARKING 2906 N 3RD AVE	07624629		05/2011	46.88	
521-1595-493.34-40	11/26/2010	PARKING 2910 N 3RD AVE	07624725		05/2011	19.71	
521-1595-493.34-40	11/26/2010	PARK 1 LEASE	07624823		05/2011	17.23	
571-7143-713.34-40	11/26/2010	TRANSIT	07647023		05/2011	731.92	
150-2221-422.34-40	11/26/2010	FIRE	07676421		05/2011	401.70	
150-2171-441.34-40	11/26/2010	ANIMAL SHELTER	32062801		05/2011	776.45	
512-8500-625.34-40	11/26/2010	PUD	32739201		05/2011	22.67	
512-8500-625.34-40	11/26/2010	PUD LIFT STATION	33154101		05/2011	23.89	
521-1592-493.34-40	11/26/2010	PARK II	34941902		05/2011	13.50	
561-7113-711.34-40	11/26/2010		31454401		05/2011	49.53	
561-7113-711.34-40	11/26/2010		31454601		05/2011	250.14	
561-7113-711.34-40	11/26/2010		31454701		05/2011	467.83	
561-7113-711.34-40	11/26/2010		31454801		05/2011	152.87	
561-7113-711.34-40	11/26/2010		31454902		05/2011	206.72	
11/26/2010	739282	MORRISON MAIERLE INC	2572			51,627.82	
503-7591-609.93-40	11/22/2010	WO0801 2008 WTR&SWR REHAB	34	252779	05/2011	4,708.45	
503-7591-609.93-40	11/22/2010	WO1001 2010 WTR&SWR	13	268044	05/2011	28,855.86	
513-8591-625.93-40	11/22/2010	WO1001 2010 WTR&SWR	13	268044	05/2011	15,881.91	
421-8493-623.93-40	11/22/2010	WO0814 WWTP STRMWTR MOD	6	273122	05/2011	2,181.60	
11/26/2010	739290	NATURE'S GREEN LLC	21214			2,707.68	
561-7113-711.36-60	11/22/2010	MISC SERVICES	704	276400	05/2011	2,707.68	
11/26/2010	739293	NORTHWEST PIPE FITTINGS	2758			22,052.14	
505-7515-609.36-71	10/01/2010	NONSTOCKING ITEMS-P U.D.	1614433	278334	04/2011	878.43	
502-0000-141.00-00	10/04/2010	WASTEWATER PARTS & SUPPLY	1610538		04/2011	689.36	
502-7400-603.24-50	10/07/2010	NONSTOCKING ITEMS-P U.D.	1607955	278334	04/2011	336.28	
502-7400-603.24-50	10/07/2010	NONSTOCKING ITEMS-P U.D.	1613413	278334	04/2011	650.69	
512-8400-623.24-50	10/07/2010	NONSTOCKING ITEMS-P U.D.	1615502	278334	04/2011	48.76	
502-7400-603.24-50	10/07/2010	NONSTOCKING ITEMS-P U.D.	1616457	278334	04/2011	138.60	
505-7515-609.36-71	10/07/2010	NONSTOCKING ITEMS-P U.D.	1617684	278334	04/2011	89.22	
502-0000-141.00-00	10/12/2010	WATER PARTS AND SUPPLIES	16093364		04/2011	95.30	
502-0000-141.00-00	10/12/2010	WATER PARTS AND SUPPLIES	16031541		04/2011	5,090.00	
502-7312-602.23-80	10/13/2010	NONSTOCKING ITEMS-P U.D.	1613225	278334	04/2011	625.00	
502-7312-602.23-80	10/15/2010	NONSTOCKING ITEMS-P U.D.	1621105	278334	04/2011	78.70	
505-7515-609.36-71	10/20/2010	NONSTOCKING ITEMS-P U.D.	1621191	278334	04/2011	680.00	
502-0000-141.00-00	10/21/2010	SYSTEMS	1624179		04/2011	2,037.12	
502-7400-603.24-50	10/21/2010	NONSTOCKING ITEMS-P U.D.	1623952	278334	04/2011	17.50	
512-8400-623.24-50	10/22/2010	NONSTOCKING ITEMS-P U.D.	1597948	278334	04/2011	1,375.00	
512-8500-625.42-10	10/22/2010	NONSTOCKING ITEMS-P U.D.	1621276	278334	04/2011	50.10	
502-0000-141.00-00	10/26/2010	WATER PARTS AND SUPPLIES	1610796		04/2011	67.72	
502-7400-603.24-50	10/26/2010	NONSTOCKING ITEMS-P U.D.	1624690	278334	04/2011	4.77	
503-7591-609.93-40	10/26/2010	NONSTOCKING ITEMS-P U.D.	1624982	278334	04/2011	176.65	
503-7591-609.93-40	10/26/2010	NONSTOCKING ITEMS-P U.D.	1625055	278334	04/2011	38.22	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN	AMOUNT
503-7591-609.93-40	10/26/2010	NONSTOCKING ITEMS-P.U.D.	1625055	278334	04/2011		38.22
502-0000-141.00-00	10/27/2010	WATER PARTS AND SUPPLIES	1626485		04/2011	6,	515.20
502-7400-603.24-50	10/27/2010	NONSTOCKING ITEMS-P.U.D.	1617466	278334	04/2011		559.96
512-8400-623.24-50	10/27/2010	NONSTOCKING ITEMS-P.U.D.	1626547	278334	04/2011		233.61
502-7500-609.23-80	10/28/2010	NONSTOCKING ITEMS-P.U.D.	1627975	278334	04/2011		233.34
502-7500-609.23-80	10/29/2010	NONSTOCKING ITEMS-P.U.D.	1628459	278334	04/2011		48.23
502-7500-609.24-10	11/03/2010	NONSTOCKING ITEMS-P.U.D.	1628085	278334	05/2011		266.78
502-7500-609.24-10	11/03/2010	NONSTOCKING ITEMS-P.U.D.	1628839	278334	05/2011		18.02
505-7515-609.36-71	11/04/2010	NONSTOCKING ITEMS-P.U.D.	1623512	278334	05/2011	1,	051.27
505-7515-609.36-71	11/04/2010	NONSTOCKING ITEMS-P.U.D.	1623784	278334	05/2011		232.40
211-3134-433.23-20	11/04/2010	MP	1625310	278334	05/2011		34.55
503-7591-609.93-40	11/09/2010	NONSTOCKING ITEMS-P.U.D.	1625055A	278334	05/2011		38.22-
650-1567-487.36-90	11/18/2010	MISC SERVICES	1628521	278334	05/2011		149.16
150-2171-441.24-50	11/18/2010	MISC SERVICES	176737CC	278334	05/2011		457.80-
11/26/2010	739296	NORTHWESTERN ENERGY	15771			32,	285.88
150-2221-422.34-10	11/22/2010	FIRE1/ELEC/25,960 KWH	0100476-1	10NOV	276426	05/2011	2,199.10
650-1567-487.34-10	11/26/2010	FACILITIES MANAGEMENT	01005073		05/2011	6,	959.78
561-7117-711.34-10	11/26/2010	NW AVIATION/TRAN	07127921		05/2011		314.63
561-7117-711.34-10	11/26/2010	NW AVIATION/TRAN	07127996		05/2011		17.04
561-7117-711.34-10	11/26/2010	NW AVIATION/TRAN	07128002		05/2011	1,	021.97
561-7113-711.34-10	11/26/2010	NW AVIATION/TRAN	07128093		05/2011		7.70
561-7117-711.34-10	11/26/2010	NW AVIATION/TRAN	07128176		05/2011		61.04
561-7113-711.34-10	11/26/2010	NW AVIATION/TRAN	07196165		05/2011		55.27
521-1595-493.34-10	11/26/2010	NW FINANCE	07208291		05/2011		283.67
521-1592-493.34-10	11/26/2010	NW FINANCE	07208341		05/2011	4,	064.39
607-2235-486.34-10	11/26/2010	NW FIRE	07215809		05/2011		216.25
10-5112-452.34-10	11/26/2010	NW PARK/REC/PL	07222375		05/2011		13.04
10-5112-452.34-10	11/26/2010	NW PARK/REC/PL	07222474		05/2011		7.70
10-5112-452.34-10	11/26/2010	NW PARK/REC/PL	07222540		05/2011		.26
10-5112-452.34-10	11/26/2010	NW PARK/REC/PL	07222557		05/2011		87.91
10-5112-452.34-10	11/26/2010	NW PARK/REC/PL	07222573		05/2011		49.07
10-5112-452.34-10	11/26/2010	NW PARK/REC/PL	07222607		05/2011		62.26
10-5112-452.34-10	11/26/2010	NW PARK/REC/PL	07222664		05/2011		11.40
10-5112-452.34-10	11/26/2010	NW PARK/REC/PL	07222698		05/2011		10.57
10-5112-452.34-10	11/26/2010	NW PARK/REC/PL	07222920		05/2011		11.22
10-5112-452.34-10	11/26/2010	NW PARK/REC/PL	07222938		05/2011		18.92
10-5112-452.34-10	11/26/2010	NW PARK/REC/PL	07229057		05/2011		8.61
10-5112-452.34-10	11/26/2010	NW PARK/REC/PL	07229339		05/2011	107,	89
10-5112-452.34-10	11/26/2010	NW PARK/REC/PL	07230352		05/2011		99.63
10-5112-452.34-10	11/26/2010	NW PARK/REC/PL	07230360		05/2011		9.23
10-5112-452.34-10	11/26/2010	NW PARK/REC/PL	07230378		05/2011	173,	66
10-5112-452.34-10	11/26/2010	NW PARK/REC/PL	07230386		05/2011		2.17
10-5112-452.34-10	11/26/2010	NW PARK/REC/PL	07230428		05/2011		35.50
10-5112-452.34-10	11/26/2010	NW PARK/REC/PL	07230444		05/2011		17.05
10-5112-452.34-10	11/26/2010	NW PARK/REC/PL	07230543		05/2011		16.20
10-5112-452.34-10	11/26/2010	NW PARK/REC/PL	07230550		05/2011		7.70
10-5112-452.34-10	11/26/2010	NW PARK/REC/PL	07230568		05/2011		18.27
10-5112-452.34-10	11/26/2010	NW PARK/REC/PL	07230576		05/2011		7.70
10-5112-452.34-10	11/26/2010	NW PARK/REC/PL	07230584		05/2011		16.33

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10-5112-452.34-10	11/26/2010	NW PARK/REC/PL	07230907		05/2011	9.00
10-5112-452.34-10	11/26/2010	NW PARK/REC/PL	07231624		05/2011	7.70
10-5112-452.34-10	11/26/2010	NW PARK/REC/PL	07231707		05/2011	211.44
10-5112-452.34-10	11/26/2010	NW PARK/REC/PL	07236441		05/2011	7.70
10-5112-452.34-10	11/26/2010	NW PARK/REC/PL	07236458		05/2011	7.70
211-3132-433.34-10	11/26/2010	NW PUBLIC WORKS	07240575		05/2011	153.14
260-5512-455.34-10	11/26/2010	NW LIBRARY	07244643		05/2011	85.75
10-5112-452.34-10	11/26/2010	NW PARK/REC/PL	07894371		05/2011	14.49
872-5198-452.34-10	11/26/2010	NW PARK/REC/PL	10590933		05/2011	165.74
521-1595-493.34-10	11/26/2010	NW	13815279		05/2011	83.59
10-5112-452.34-10	11/26/2010	NW	15220957		05/2011	224.69
521-1592-493.34-10	11/26/2010	PARK 2 GARAGE	15942824		05/2011	2,098.21
571-7148-713.34-10	11/26/2010	MET DOWNTOWN TRANS CENTER	17847567		05/2011	202.60
521-1595-493.34-10	11/23/2010	LEASE ELEC X2 OCT/NOV '10	11/18/10A	279805	05/2011	76.63
521-1591-493.34-10	11/23/2010	P1 ELEC OCT/NOV 2010	11/18/10B	279805	05/2011	3,318.31
521-1594-493.34-10	11/23/2010	P4 ELEC. OCT/NOV 2010	11/18/10C	279805	05/2011	1,450.76
521-1595-493.34-10	11/23/2010	LEASE ELEC OCT/NOV 2010	11/18/2010	279805	05/2011	119.10
260-5512-455.34-10	11/23/2010	ACCOUNT 0100467-0	ACCT 0100467-0	F11952	05/2011	7,222.33
660-3110-431.36-60	11/24/2010	MONTHLY SERVICE	17413147	279822	05/2011	333.55
670-3141-489.36-60	11/24/2010	MONTHLY SERVICE	17413147	279822	05/2011	500.32
11/26/2010	739306	NORTHWESTERN ENERGY	15784			139,490.81
211-3132-433.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE SIGNALS		06/2011	10,968.00
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712544-6		06/2011	458.74
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712545-3		06/2011	475.41
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712546-1		06/2011	1,373.51
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0721276-4		06/2011	3,623.44
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0721277-2		06/2011	1,773.90
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712553-7		06/2011	1,128.42
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712554-5		06/2011	82.89
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712556-0		06/2011	406.29
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712557-8		06/2011	13,082.46
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712558-6		06/2011	1,452.24
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712559-4		06/2011	2,382.78
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712560-2		06/2011	1,620.42
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712561-0		06/2011	4,063.95
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712562-8		06/2011	157.22
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712563-6		06/2011	874.53
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712564-4		06/2011	205.77
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712565-1		06/2011	540.14
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712566-9		06/2011	2,976.96
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712567-7		06/2011	212.45
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712568-5		06/2011	138.81
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712570-1		06/2011	2,314.91
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712571-9		06/2011	175.69
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712572-7		06/2011	308.64
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712573-5		06/2011	900.24
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712574-3		06/2011	360.09
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712575-0		06/2011	180.06
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712576-8		06/2011	658.84

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712577-6		06/2011	461.18
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712578-4		06/2011	308.64
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712579-2		06/2011	132.74
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810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712581-8		06/2011	215.68
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712582-6		06/2011	497.75
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712583-4		06/2011	483.14
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810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712585-9		06/2011	340.01
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712586-7		06/2011	694.48
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712587-5		06/2011	231.50
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712588-3		06/2011	537.48
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712589-1		06/2011	25.60
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810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712596-6		06/2011	4,026.01
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712597-4		06/2011	505.11
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712598-2		06/2011	1,142.00
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810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712601-4		06/2011	745.92
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712602-2		06/2011	998.62
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712603-0		06/2011	668.76
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810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712619-6		06/2011	1,568.98
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712620-4		06/2011	549.02
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712621-2		06/2011	1,098.07
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712622-0		06/2011	351.37
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712623-8		06/2011	131.77
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712624-6		06/2011	534.24
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712625-3		06/2011	219.61
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712626-1		06/2011	263.52

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810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712628-7		06/2011	1,142.00
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712629-5		06/2011	392.32
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712630-3		06/2011	285.49
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712631-1		06/2011	702.76
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712632-9		06/2011	221.07
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712633-7		06/2011	184.22
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810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712638-6		06/2011	461.18
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810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712640-2		06/2011	15.85
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712641-0		06/2011	313.60
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712642-8		06/2011	31.37
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712643-6		06/2011	307.45
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810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712645-1		06/2011	233.92
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810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712657-6		06/2011	95.07
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712658-4		06/2011	1,645.82
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712659-2		06/2011	349.14
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810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712663-4		06/2011	385.81
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712664-2		06/2011	900.26
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712665-9		06/2011	540.14
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712666-7		06/2011	2,340.64
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712667-5		06/2011	690.94
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712668-3		06/2011	406.18
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712669-1		06/2011	433.81
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712670-9		06/2011	138.16
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712671-7		06/2011	373.34
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712672-5		06/2011	13.51
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712673-3		06/2011	87.85
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712674-1		06/2011	331.61
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712675-8		06/2011	570.71
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712676-6		06/2011	77.17

CHECK DATE	CHECK NUMBER	VENDOR NAME	VENDOR #	CHECK AMOUNT		
ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712677-4		06/2011	102.89
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810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712680-8		06/2011	1,054.44
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712681-6		06/2011	2,238.62
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0718734-7		06/2011	2,546.40
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 1301786-8		06/2011	14.57
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0719763-5		06/2011	167.98
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810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0719644-7		06/2011	1,784.33
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0719763-5		06/2011	124.98
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0720813-5		06/2011	131.96
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0720360-7		06/2011	726.86
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0720606-3		06/2011	2,416.71
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 1301786-8		06/2011	13.44
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0720810-1		06/2011	1,134.92
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0720705-3		06/2011	462.98
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0720937-2		06/2011	2,914.07
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0720716-0		06/2011	803.55
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0721427-3		06/2011	136.34
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0721556-9		06/2011	326.82
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0721684-9		06/2011	28.92
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0833098-7		06/2011	64.49
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0906944-4		06/2011	363.44
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0995095-7		06/2011	922.11
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0905005-5		06/2011	2,620.55
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0926386-4		06/2011	187.88
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0907926-0		06/2011	55.26
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0961926-3		06/2011	393.91
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 1058710-3		06/2011	770.82
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 1087619-1		06/2011	193.44
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 1124127-0		06/2011	56.92
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 1045653-1		06/2011	598.75
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 1079722-3		06/2011	307.48
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 1172743-5		06/2011	315.41
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 1206985-2		06/2011	313.39
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 1296582-8		06/2011	221.72
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 1246537-3		06/2011	95.39
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 1303978-9		06/2011	1,666.33
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 1685375-6		06/2011	290.38
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 1433921-2		06/2011	103.56
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 1481532-8		06/2011	565.86
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 1481534-4		06/2011	219.61
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810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 1481537-7		06/2011	1,180.38
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 1481539-3		06/2011	197.66
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 1481540-1		06/2011	175.69
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 1662840-6		06/2011	375.48

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810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 1687005-7		06/2011	1,663.53	
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810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 1695873-8		06/2011	818.11	
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 1740353-6		06/2011	250.63	
810-3183-431.34-10	11/30/2011	LIGHT MAINT TRANSFER	NWE 0712569-3		06/2011	46.01	
11/26/2010 739319	RIVERSTONE HEALTH	20210				9,000.00	
295-6609-463.72-75	11/23/2010	MEDICAL ASSIST PROGRAM	MED ASST PROG	279810	05/2011	9,000.00	
11/26/2010 739331	STANCIL SOLUTIONS	21019				3,729.00	
225-2232-422.35-90	11/22/2010	24HR/RECORDER/MAINT 2012	042322M MAINT12	279759	05/2011	3,729.00	
11/26/2010 739332	STOCKMAN BANK	15350				6,375.60	
723-6595-465.62-00	11/22/2010	MISC SERVICES	4040156102	279761	05/2011	6,375.60	
11/26/2010 739340	TOWN & COUNTRY SUPPLY ASSOCIAT	18295				59,345.30	
601-0000-141.00-00	11/22/2010	MP	90290		05/2011	10,878.98	
601-0000-141.00-00	11/23/2010	MP	90692		05/2011	19,031.26	
601-0000-141.00-00	11/23/2010	MP	90694		05/2011	10,504.80	
601-0000-141.71-41	11/23/2010	MP	90689		05/2011	18,930.26	
11/26/2010 739344	US BANK-REVOLVING LOAN FUND	16715				6,375.60	
723-6595-465.62-00	11/22/2010	MISC SERVICES	53-7240483306	279762	05/2011	6,375.60	
11/26/2010 739350	VERIZON WIRELESS	14490				20,533.33	
571-7147-713.31-60	11/22/2010	INVOICE# 0921728036	0921728036	F11937	05/2011	173.68	
561-7110-711.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	AIRPORT		05/2011	467.78	
150-2170-441.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	ANIMAL SHELTER		05/2011	145.82	
717-2166-421.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	CCSIU		05/2011	85.04	
10-1611-416.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	LEGAL		05/2011	59.27	
150-2225-422.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	COMM CENTER 911		05/2011	62.12	
650-1565-487.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	FACILITIES BOC		05/2011	54.76	
650-1567-487.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	FACILITIES CH		05/2011	92.52	
10-1512-415.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	FINANCE PAT		05/2011	72.57	
150-2221-422.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	FIRE DEPT		05/2011	580.25	
10-1750-417.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	HUMAN RESOURCES		05/2011	42.49	
620-1913-482.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	ITD GIS		05/2011	12.91	
620-1911-482.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	ITD		05/2011	99.55	
260-5517-455.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	LIBRARYOUTREACH		05/2011	25.82	
260-5512-455.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	LIBRARY		05/2011	162.66	
10-1100-411.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	MAYOR		05/2011	42.53	
601-1550-481.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	MOTOR POOL		05/2011	48.88	
10-1220-412.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	DRUG COURT		05/2011	164.26	
10-1212-412.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	MUNI JUDGE		05/2011	151.19	
240-4301-419.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	PLANNING		05/2011	12.91	
150-2111-421.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	POLICE		05/2011	3,970.97	
251-2187-421.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	POLICE FORENSIC		05/2011	66.51	
249-2196-421.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	698 1391 DV		05/2011	23.95	
521-1521-493.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	PARKING		05/2011	351.21	
10-5110-453.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	PRPL ADM		05/2011	66.41	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
10-5121-451.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	PRPL-RECREATION		05/2011	88.65	
10-5140-436.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	CEMETERY		05/2011	51.32	
10-5112-452.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	PARKS PMD		05/2011	43.33	
10-5112-452.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	PARKS		05/2011	1,760.22	
10-5112-452.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	PARKS IRRIGATION		05/2011	216.02	
10-1543-415.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	PURCHASING		05/2011	67.69	
660-3110-431.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	PW ADM		05/2011	132.56	
209-4451-428.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	BUILDING		05/2011	182.48	
670-3141-489.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	ENGINEERING		05/2011	445.54	
541-3121-435.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	SOLID WASTE		05/2011	68.65	
211-3132-433.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	STREET/TRAFFIC		05/2011	378.61	
541-3123-435.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	SW ON CALL		05/2011	73.07	
502-7700-611.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	PUD ENVIRN 1/2		05/2011	19.07	
512-8700-628.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	PUD ENVIRN 1/2		05/2011	19.07	
502-7400-603.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	WATER TREATMENT		05/2011	811.31	
502-7500-609.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	WATER SYSTEMS		05/2011	305.12	
512-8500-625.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	WASTEWATER SYS		05/2011	773.70	
502-7312-602.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	PWBLKNP MTRSHOP		05/2011	457.68	
502-7314-602.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	PWBLKNP STORES		05/2011	114.42	
502-7311-602.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	PWBLKNP OFFICE		05/2011	114.42	
512-8400-623.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	WASTEWATER TREA		05/2011	1,066.77	
606-1931-484.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	TELECOMM SYS		05/2011	173.38	
571-7142-713.31-60	11/23/2010	VERIZON WIRELESS NOV 2010	ON-CALL MET		05/2011	90.79	
571-7141-713.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	MET TRANSIT		05/2011	36.93	
10-4321-419.34-50	11/23/2010	VERIZON WIRELESS NOV 2010	CODE ENFORCMT		05/2011	149.32	
150-2170-441.34-50	11/23/2010	VERIZON WSCA NOV 2010	AN SHELTER MDT		05/2011	215.05	
717-2166-421.34-50	11/23/2010	VERIZON WSCA NOV 2010	CCSIU AIR CARD		05/2011	518.19	
717-2166-421.34-50	11/23/2010	VERIZON WSCA NOV 2010	CCSIU RAVEN		05/2011	86.02	
150-2221-422.34-50	11/23/2010	VERIZON WSCA NOV 2010	FIRE DEPT AIR C		05/2011	43.01	
150-2221-422.34-50	11/23/2010	VERIZON WSCA NOV 2010	FIRE MDT		05/2011	559.13	
620-1911-482.34-50	11/23/2010	VERIZON WSCA NOV 2010	ITD AIR CARD		05/2011	75.82	
260-5517-455.34-50	11/23/2010	VERIZON WSCA NOV 2010	LIBRARYOUTREACH		05/2011	129.03	
150-2111-421.34-50	11/23/2010	VERIZON WSCA NOV 2010	MDT TOUGHBOOK		05/2011	3,539.42	
150-2111-421.34-50	11/23/2010	VERIZON WSCA NOV 2010	POLICE ICAC		05/2011	52.43	
150-2111-421.34-50	11/23/2010	VERIZON WSCA NOV 2010	POLICE AIR CARD		05/2011	43.01	
150-2111-421.34-50	11/23/2010	VERIZON WSCA NOV 2010	POLICE USM MDT		05/2011	165.94	
10-5112-452.34-50	11/23/2010	VERIZON WSCA NOV 2010	PARKS PMD AIR		05/2011	43.01	
209-4451-428.34-50	11/23/2010	VERIZON WSCA NOV 2010	BUILDING AIR		05/2011	344.08	
502-7500-609.34-50	11/23/2010	VERIZON WSCA NOV 2010	PUD AIR CARD		05/2011	43.01	
11/26/2010	739352	WELLS FARGO BANK-LOAN PAYMENT	16716			6,375.60	
723-6595-465.62-00	11/22/2010	MISC SERVICES		1609108243	279763 05/2011	6,375.60	
11/26/2010	739354	WESTERN SECURITY BANK	16462			6,375.60	
723-6595-465.62-00	11/22/2010	MISC SERVICES		2157001592	279766 05/2011	6,375.60	
11/26/2010	739355	WILLIAM BROTHERS CONSTRUCTION	8323			675,467.86	
421-8493-623.93-40	11/22/2010	WO0822 WWTP DISINFEC SYS	7		272596 05/2011	675,467.86	
11/26/2010	739358	YELLOWSTONE VALLEY ELEC	4174			4,841.82	
150-2221-422.34-10	11/19/2010	FIRE7:ELEC/4819 KWH		4179013 10 OCT	276368 05/2011	537.58	

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ACCOUNT #	TRN DATE	DESCRIPTION	INVOICE	PO #	PER/YEAR	TRN AMOUNT	
607-2235-486.34-10	11/19/2010	ELEC/LANDFIL TWR/2146 KWH	4179002 10 OCT	276421	05/2011	221.54	
541-3123-435.34-10	11/22/2010	ELEC AT LF	4179000	279292	05/2011	802.99	
810-3183-431.34-10	11/22/2010	SILMD 299 VINTAGE ESTATES	ACCT 4179014	279751	05/2011	364.67	
502-7400-603.34-10	11/22/2010	MISC SERVICES	4179006 NOV10	279781	05/2011	1,121.36	
512-8400-623.34-10	11/22/2010	MISC SERVICES	4179006 NOV10	279781	05/2011	59.02	
512-8400-623.34-10	11/22/2010	MISC SERVICES	4179008 NOV10	279781	05/2011	1,200.83	
512-8500-625.34-10	11/22/2010	MISC SERVICES	4179008 NOV10	279781	05/2011	143.88	
512-8500-625.34-10	11/22/2010	MISC SERVICES	4179010 NOV10	279781	05/2011	144.11	
512-8500-625.34-10	11/22/2010	MISC SERVICES	4179011 NOV10	279781	05/2011	19.00	
512-8500-625.34-10	11/22/2010	MISC SERVICES	4179015 NOV10	279781	05/2011	226.84	
DATE RANGE TOTAL *						1,542,448.74 *	

**Regular City Council Meeting****Date: 12/20/2010****TITLE:** Municipal Judge Appointment**PRESENTED BY:** Tina Volek,  
City Hall Administration**Department:** City Hall Administration

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**Information****PROBLEM/ISSUE STATEMENT**

Municipal Court Judge Mary Jane Knisely was elected to the District Court and will assume her new job on Jan. 3, leaving a vacancy that must be filled by the City Council until the next City election. The advertised deadline for applications is Dec. 10, 2010. The Council decided at its Nov. 22 business session that a subcommittee consisting of the Mayor and Council Members Angela Cimmino, Dick Clark, Denis Pitman and Vince Ruegamer would interview applicants and make a recommendation to the City Council for action at its meeting on Dec. 20. This should give the incoming judge the opportunity to work with Judge Knisely a few days before her departure for the Yellowstone County Courthouse.

**ALTERNATIVES ANALYZED**

Depending on the number of applicants, the Council may:

- Accept the recommendation of the Council subcommittee and appoint the nominee to an approximately 1-year term until the next City election;
- Appoint another candidate; or
- Delay the appointment, leaving the position vacant after Judge Knisely's departure.

**FINANCIAL IMPACT**

The salary and benefits for the Municipal Judge are covered in the departmental budget.

**RECOMMENDATION**

It is recommended that the Council appoint the candidate recommended by the Council subcommittee.

**APPROVED BY CITY ADMINISTRATOR**

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**Regular City Council Meeting****Date:** 12/20/2010**TITLE:** City Administrator Employment Agreement Renewal 2010-2012**PRESENTED BY:** Brent Brooks, City Attorney**Department:** City Hall Administration**Information****PROBLEM/ISSUE STATEMENT**

The Mayor and City Council recently conducted the annual performance evaluation of the City Administrator. As a result of a positive evaluation, the Mayor and City Council requested that Councilmember Jani McCall lead the negotiation of a two year employment agreement renewal with City Administrator Tina Volek. Councilmember McCall and the City Attorney met with the City Administrator and prepared a proposed employment agreement for the term of October, 2010 through September, 2012 (Attachment A).

**ALTERNATIVES ANALYZED**

The City Council may:

- Approve the proposed employment agreement renewal
- Propose amendments to the employment agreement
- Disapprove the employment agreement

**FINANCIAL IMPACT**

The proposed base salary for the City Administrator for the first year of the renewed contract will be 117,653.39, as indicated in Section Three. This new amount represents a 2.9 % increase in the City Administrator's base salary. This increase is the same as the cost of living adjustment (COLA) that most city employees received this fiscal year. All other compensation and benefits remain unchanged from the previous contract. There is sufficient authority in the City Administrator's budget to pay for this increase.

**RECOMMENDATION**

Councilmember McCall and staff recommend that the City Council approve the proposed employment agreement renewal with City Administrator Tina Volek for the period October 2010 through September, 2012.

**APPROVED BY CITY ADMINISTRATOR****Attachments**

Proposed employment agreement 2010-1012

# Employment Agreement

## **Introduction**

This Agreement, made and entered into retroactive to October 1, 2010, by and between the City of Billings, Montana, a municipal corporation, (hereinafter called "Employer") and Christina F. Volek (hereinafter called "Employee"), an individual who has the education, training and experience in local government management and who, as a member of ICMA, is subject to the ICMA Code of Ethics, both of whom agree as follows:

## **Section 1: Term**

The term of this agreement shall be for an initial period of two years, from October 1, 2010 to September 30, 2012. This Agreement shall automatically be renewed on its anniversary date for an additional 2-year year term unless notice is given by the Employer at least twelve (12) months before the expiration date that the Agreement shall be terminated. If the agreement is not renewed, all compensation, benefits and requirements of the agreement shall remain in effect until the expiration of the term of the Agreement unless Employee voluntarily resigns. If Employee is terminated, as defined in Section 9 of this agreement, Employee shall be entitled to all compensation including salary, accrued vacation and sick leave, car allowance paid in lump sum plus continuation of all benefits for the remainder of the term of this agreement.

## **Section 2: Duties and Authority**

Employer agrees to employ Christina F. Volek as City Administrator to perform the functions and duties specified in Section 4.03 of the City Charter of the City of Billings, Montana.

## **Section 3: Compensation**

A. Base Salary: Employer agrees to pay Employee in the first year of this Agreement an annual base salary of \$117,653.39, payable in biweekly installments at the same time that the other management employees of the Employer are paid. This amount reflects a 2.9% increase from Employee's previous base salary and this percentage is the same amount that most city employees are receiving for cost of living allowance (COLA) for the current fiscal year.

#### **Section 4: Health, Disability and Life Insurance Benefits**

- A. Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and her dependents equal to that which is provided to other employees of the City of Billings, Montana
- B. Employer shall pay the amount of premium due for term life insurance in the amount of the Employee's two-year annual base salary. The Employee shall name the beneficiary of the life insurance policy.
- C. Should Employee die while on travel for the Employer, the Employer shall cover the full cost of retrieving and transporting the Employee's remains back to the custody of the Employee's family.

#### **Section 5: Vacation and Sick Leave**

- A. On the effective date of this agreement, Employee shall be credited with her existing sick and vacation leave earned to date. The Employee shall then accrue sick and vacation leave on an annual basis at the highest rate provided to any other employees.
- B. Employee is entitled to accrue all unused leave, up to 500 hours, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time, and other benefits to date.

#### **Section 6: Automobile**

Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$4,800 per year, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The amount of the vehicle allowance may be increased in the future by mutual consent of the parties. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee on the basis of gasoline receipts for any business use of the vehicle beyond the greater Billings area. For purposes of this Section, use of the car within the greater Billings area is defined as travel to locations within a 50-mile radius of Billings.

#### **Section 7: Retirement**

- A. Employer agrees to contribute the statutorily required percentage of the Employee's annual salary into the Montana Public Employees' Retirement System (MPERS) or its successor. Employee will contribute the statutorily required percentage of her annual salary to MPERS.
- B. In addition to Employer's payment to MPERS as referenced above, Employer agrees to execute all necessary agreements provided by ICMA Retirement Corporation [ICMA-RC] or

other Section 457 deferred compensation plan for Employee's continued participation in said supplementary retirement plan and, in addition to the base salary paid by the Employer to Employee, Employer agrees to contribute on behalf of Employee by paying the selected Section 457 plan administrator an amount equal to 10.8% of Employee's salary from October 1, 2010, through September 30, 2012. Said contributions shall occur at any frequency directed by Employee, but not more frequently than the bi-weekly payroll period that is presently used by Employer. The parties shall fully disclose to each other the financial impact of any amendment to the terms of Employee's retirement benefit.

### **Section 8: General Business Expenses**

A. Employer agrees to budget for and to pay for:

1. Professional dues and subscriptions of the Employee for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
2. Reasonable travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue official functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.
3. Reasonable travel and subsistence expenses of Employee for short courses, institutes, and seminars for the Employee's professional development and for the good of the Employer.

B. Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations reasonably related to Employee's duties. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.

### **Section 9: Termination**

For the purpose of this agreement, termination shall occur when:

A. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting.

B. If the Employer, citizens or legislature acts to amend any provisions of the City Charter pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.

C. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the majority of the governing body, then the Employee may declare a termination as of the date of the suggestion.

### **Section 10: Severance Compensation**

A. Severance compensation shall be paid to the Employee if employment is terminated as defined in Section 9.

B. If the Employee is terminated, the Employer shall provide a minimum severance compensation payment equal to one year salary at the current rate of pay. This severance shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee.

C. The Employee shall also be compensated for all accrued vacation leave and  $\frac{1}{4}$  of accrued sick leave. The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the rate ordinarily contributed on regular compensation.

D. For a minimum period of one year following termination, the Employer shall pay the cost to continue the following benefits:

1. Health insurance for the employee and all dependents as provided in Section 4A;
2. Life insurance as provided in Section 4B;
3. Out-placement services should the employee desire them in an amount to be negotiated at time of separation.
4. Any other benefits as negotiated at the time of separation.

E. If the Employee is terminated for cause, the Employer is not obligated to pay severance under this section.

### **Section 11: Resignation**

If the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum of 30 days notice unless the parties agree otherwise.

### **Section 12: Performance Evaluation**

Employer shall meet with Employee semi-annually to review the performance of the Employee using the attached Exhibits A and B as the performance evaluation criteria for the reviews or using another process for the evaluation which shall be mutually agreed upon by the Employer and Employee.

### **Section 13: Hours of Work**

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

### **Section 14: Residency**

Employee agrees to maintain residence within the corporate boundaries of the City of Billings.

### **Section 15: Indemnification**

Employer shall defend, save harmless and indemnify Employee as provided in the current version of Montana Code Annotated Section 2-9-305(2009) which is set forth in its entirety below. This obligation shall survive and extend beyond the Employee's separation from Employer and Employee shall be indemnified and held harmless for any post-separation costs or expenses incurred in connection with the investigation or defense of any claim related to her employment.

1. It is the purpose of this section to provide for the immunization, defense, and indemnification of public officers and employees civilly sued for their actions taken within the course and scope of their employment.
2. In any noncriminal action brought against any employee of a state, county, city, town, or other governmental entity for a negligent act, error, or omission, including alleged violations of civil rights pursuant to *42 U.S.C. 1983*, or other actionable conduct of the employee committed while acting within the course and scope of the employee's office or employment, the governmental entity employer, except as provided in subsection (6), shall defend the action on behalf of the employee and indemnify the employee.
3. Upon receiving service of a summons and complaint in a noncriminal action against him, the employee shall give written notice to his supervisor requesting that a defense to the action be provided by the governmental entity employer. If the employee is an elected state official or other employee having no supervisor, the employee shall give notice of the action to the legal officer or agency of the governmental entity defending the entity in legal actions of that type. Except as provided in subsection (6), the employer shall offer a defense to the action on behalf of the employee. The defense may consist of a defense provided directly by the employer. The employer shall notify the employee, within 15 days after receipt of notice, whether a direct defense will be provided. If the employer refuses or is unable to provide a direct defense, the defendant employee may retain other counsel. Except as provided in subsection (6), the employer shall pay all expenses relating to the retained defense and pay any judgment for damages entered in the action that may be otherwise payable under this section.

4. In any noncriminal action in which a governmental entity employee is a party defendant, the employee shall be indemnified by the employer for any money judgments or legal expenses, including attorney fees either incurred by the employee or awarded to the claimant, or both, to which the employee may be subject as a result of the suit unless the employee's conduct falls within the exclusions provided in subsection 6.
5. Recovery against a governmental entity under the provisions of parts 1 through 3 of this chapter constitutes a complete bar to any action or recovery of damages by the claimant, by reason of the same subject matter, against the employee whose negligence or wrongful act, error, or omission or other actionable conduct gave rise to the claim. In any such action against a governmental entity, the employee whose conduct gave rise to the suit is immune from liability by reasons of the same subject matter if the governmental entity acknowledges or is bound by a judicial determination that the conduct upon which the claim is brought arises out of the course and scope of the employee's employment, unless the claim constitutes an exclusion provided in (b) through (d) of subsection (6).
6. In a noncriminal action in which a governmental entity employee is a party defendant, the employee may not be defended or indemnified by the employer for any money judgments or legal expenses, including attorney fees, to which the employee may be subject as a result of the suit if a judicial determination is made that:
  - (a) the conduct upon which the claim is based constitutes oppression, fraud, or malice, or for any other reason does not arise out of the course and scope of the employee's employment;
  - (b) the conduct of the employee constitutes a criminal offense as defined in Title 45, chapters 4 through 7;
  - (c) the employee compromised or settled the claim without the consent of the government entity employer; or
  - (d) the employee failed or refused to cooperate reasonably in the defense of the case.
7. If no judicial determination has been made applying the exclusions provided in subsection (6), the governmental entity employer may determine whether those exclusions apply. However, if there is a dispute as to whether the exclusions of subsection (6) apply and the governmental entity employer concludes it should clarify its obligation to the employee arising under this section by commencing a declaratory judgment action or other legal action, the employer is obligated to provide a defense or assume the cost of the defense of the employee until a final judgment is rendered in such action holding that the employer had no obligation to defend the employee. The governmental entity employer has no obligation to provide a defense to the employee in a declaratory judgment action or other legal action brought against the employee by the employer under this subsection.

## **Section 16: Bonding**

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

### **Section 17: Other Terms and Conditions of Employment**

A. Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter or any other law.

B. Except as otherwise provided in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by other exempt employees of the Employer as provided in the Charter, Code, Personnel Rules and Regulations or by practice.

### **Section 18: Notices**

Notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

### **Section 19: General Provisions**

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. This Agreement shall become retroactively effective as of October 1, 2010.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not effect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

Approved as to Form:

\_\_\_\_\_  
Brent Brooks, City Attorney

Approved this \_\_\_\_ day of \_\_\_\_\_, 2010

The City of Billings

By:

\_\_\_\_\_  
Thomas W. Hanel, Mayor

Attest:

\_\_\_\_\_  
Cari Martin, City Clerk

\_\_\_\_\_  
Christina F. Volek, Employee

## Exhibit A

### CITY OF BILLINGS

### CITY ADMINISTRATOR PERFORMANCE EVALUATION

This form shall be completed by each member of the Council to evaluate the City Administrator's performance in each of the areas noted below. Performance levels can be noted based on the following scale:

- 1 – Poor (rarely meets expectations).
- 2 – Below average (usually does not meet expectations).
- 3 – Satisfactory (meets performance expectations).
- 4 – Above average (generally exceed performance expectations).
- 5 – Excellent (almost always exceeds expectations and performs at very high standard).

Each member of the Council should sign the form and forward it to the Mayor, who will be responsible for compiling the comments.

EVALUATION PERIOD: \_\_\_\_\_ TO \_\_\_\_\_

1. PERSONAL

\_\_\_\_\_ Invests sufficient effort toward being diligent and thorough in the discharge of duties.

\_\_\_\_\_ Composure, appearance, and attitude fitting for an individual in her executive position.

2. INTERPERSONAL SKILLS

\_\_\_\_\_ Has a genuine interest and a desire to assist and supervise others.

\_\_\_\_\_ Treats people as she would like to be treated and handles their problems in a manner that shows sensitivity to their needs and circumstances.

\_\_\_\_\_ Is effective in dealing with people without arousing antagonism and demonstrates understanding of situations.

\_\_\_\_\_ Is cooperative in dealing with others and functions as part of the "team".

\_\_\_\_\_ Is capable of treating others in a fair, consistent and impartial manner.

\_\_\_\_\_ Remains calm in difficult and/or pressure situation.

\_\_\_\_\_ Maintains an open and approachable manner.

\_\_\_\_\_ Controls feelings and emotions so that they do not influence her

judgment and performance; maintains composure and self-control.

3. PROFESSIONAL SKILLS AND STATUS

- \_\_\_\_\_ Knowledgeable of current developments affecting the management field and affecting city governments.  
 \_\_\_\_\_ Respected in management profession.  
 \_\_\_\_\_ Has a capacity for and encourages innovation.  
 \_\_\_\_\_ Anticipates problems and develops effective approaches for solving them.  
 \_\_\_\_\_ Willing to try new ideas proposed by Councilmembers or staff.

4. LEADERSHIP

- \_\_\_\_\_ Demonstrates assertive initiative in perceiving and dealing with problems.  
 \_\_\_\_\_ Is able to elicit respect from those she comes in contact with and in particular those whom she supervises.  
 \_\_\_\_\_ Is effective in motivating others and firm in handling problems.  
 \_\_\_\_\_ Is sensitive to opportunities to improve the quality, customer service, efficiency and effectiveness of City services.  
 \_\_\_\_\_ Accepts responsibility for the behavior of those she supervises.  
 \_\_\_\_\_ Is assertive and self-confident.  
 \_\_\_\_\_ Maintains an effective manner and demeanor and sets an example for subordinates.  
 \_\_\_\_\_ Presents a positive outlook and is willing to devote the time and effort necessary to get the job done.  
 \_\_\_\_\_ Demonstrates the initiative to learn new procedures and to accept new challenges.  
 \_\_\_\_\_ Elicits and encourages new ideas, processes and procedures.  
 \_\_\_\_\_ Instills and maintains a spirit of teamwork.

5. RELATIONS WITH MAYOR/CITY COUNCIL

- \_\_\_\_\_ Carries out directives of the Council as a whole rather than those of any one Councilmember.  
 \_\_\_\_\_ Assists the Council in resolving problems at the administrative level to avoid unnecessary board action.  
 \_\_\_\_\_ Assists the Council in establishing policy, while acknowledging the ultimate authority of the Council.  
 \_\_\_\_\_ Responds to requests for information or assistance by the Council.  
 \_\_\_\_\_ Informs the Council of administrative developments.  
 \_\_\_\_\_ Receptive to constructive criticism and advice.

6. POLICY EXECUTION

- \_\_\_\_\_ Implements Council action in accordance with the intent of the Board.  
 \_\_\_\_\_ Supports the actions of the Council after a decision has been reached.  
 \_\_\_\_\_ Enforces city policies.  
 \_\_\_\_\_ Understands city's laws and ordinances.  
 \_\_\_\_\_ Reviews enforcement procedures periodically to improve effectiveness.  
 \_\_\_\_\_ Offers workable alternatives to the Council for changes in the law when an ordinance or policy proves impractical in actual administrations.

7. REPORTING

- \_\_\_\_\_ Provides the Council with reports concerning matters of importance to the City.  
 \_\_\_\_\_ Reports are accurate and comprehensive.  
 \_\_\_\_\_ Reports are generally produced through own initiative rather than when requested by the Council.

\_\_\_\_\_ Prepares a sound agenda which prevents trivial administrative matters from being reviewed by the Council.

8. CITIZEN RELATIONS

\_\_\_\_\_ Responsive to complaints from citizens.  
 \_\_\_\_\_ Dedicated to the community and its citizens.  
 \_\_\_\_\_ Skillful with the news media, avoiding political positions and partisanship.  
 \_\_\_\_\_ Has the capacity to listen to others and to recognize their interests –works well with others.  
 \_\_\_\_\_ Willing to meet with members of the community to discuss their real concerns.  
 \_\_\_\_\_ Cooperates with neighboring communities.  
 \_\_\_\_\_ Cooperates with the County, State and Federal governments.  
 \_\_\_\_\_ Cooperates with other organizations within the City, such as Chamber, School District and BSEDA.

9. STAFFING

\_\_\_\_\_ Recruits and retains competent personnel for City positions.  
 \_\_\_\_\_ Aware of staff weaknesses and works to improve their performance.  
 \_\_\_\_\_ Accurately informed and concerned about employee relations.  
 \_\_\_\_\_ Professionally administers the merit system.

10. PERSONNEL MANAGEMENT

\_\_\_\_\_ Encourages Department Heads to make decisions within their own jurisdictions without City Administrator approval, yet maintains general control of administrative operations.  
 \_\_\_\_\_ Instills confidence and initiative in subordinates and emphasizes support rather than restrictive controls for their programs.  
 \_\_\_\_\_ Has developed a friendly and informal relationship with the work force as a whole, yet maintains the prestige and dignity of the City Administrator’s office.  
 \_\_\_\_\_ Evaluates personnel periodically and points out management weaknesses and strengths.

11. MANAGEMENT CONTROL

\_\_\_\_\_ Delegates authority and responsibility appropriately.  
 \_\_\_\_\_ Establishes or uses existing procedures to monitor or to regulate processes, tasks or activities of consultants and job responsibilities.  
 \_\_\_\_\_ Takes action to monitor and follow-up the results of delegated assignments or projects.  
 \_\_\_\_\_ Evaluates performance on an effective and timely basis.  
 \_\_\_\_\_ Allows for follow-up by employees on delegated projects.

12. FISCAL MANAGEMENT

\_\_\_\_\_ Prepares a balanced budget to provide services at a level directed by the Council.  
 \_\_\_\_\_ Makes the best possible use of available funds, conscious of the need to operate the City efficiently and effectively.  
 \_\_\_\_\_ Prepared budget is in an intelligent but readable format.  
 \_\_\_\_\_ Possesses awareness of the importance of financial planning and control.

13. GOALS AND OBJECTIVES

\_\_\_\_\_ Develops challenging goals and objectives which correspond with overall City of Billings goals and objectives.  
 \_\_\_\_\_ Is able to develop qualitative measurement criteria and standards in order to achieve goals and objectives.  
 \_\_\_\_\_ Effectively implements ongoing revisions in order to meet changing needs and directions.

14. What would you identify as the results achieved during the evaluation period as representative of strengths of the City Administrator?

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15. What performance areas would you identify as needing improvement? Why? What constructive, positive ideas can you offer the City Administrator to improve these areas?

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16. Other comments?

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Name (Optional) \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT B

### City of Billings City Administrator 2010 – 2012 Goal & Performance Plan

PERFORMANCE AREA	PERFORMANCE GOALS & EXPECTED OUTCOMES	SEMI-ANNUAL EVALUATION RESULTS	RATING E - Exceeds Expectation M - Meets Expectation B – Below Expectation
Relations with Mayor and City Council	<ol style="list-style-type: none"> <li>1. Continue improvement of timeliness and processing of requests for information or assistance by the Council</li> <li>2. Continue to resolve problems at the administrative level when at all possible to avoid unnecessary Council action</li> </ol>		
Personnel Management	<ol style="list-style-type: none"> <li>3. Develop and implement Performance Improvement Plans for City Departments</li> <li>4. Plan a City Administrator &amp; Department Directors Session on Business Improvement &amp; Team Building</li> <li>5. Develop an internal staff investigation policy that emphasizes objectivity and independent review</li> <li>6. Encourage higher expectations for Department Directors to be fully prepared for City Council presentations</li> </ol>		
Management Control	<ol style="list-style-type: none"> <li>7. Continue more delegation of authority and responsibility to Departments Directors and less micromanagement</li> <li>8. Continue to improve effective evaluation of staff performance</li> </ol>		

Goals & Objectives	9. Investigate possibility of an independent expert/consultant to do all collective bargaining negotiations		
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\_\_\_\_\_ Tina Volek  
 \_\_\_\_\_ DATE  
 Billings City Administrator

\_\_\_\_\_ Tom Hanel  
 \_\_\_\_\_ DATE  
 Mayor – City of Billings

City Council approved 11/13/10