

CITY OF BOULDER

AGENDA CITY COUNCIL MEETING MONDAY, MARCH 20, 2023 6:30 p.m. at City Hall

**The public is encouraged to participate in person,
or via Zoom at:**

<https://zoom.us/j/3147501763>

Meeting ID: 314 750 1763

To join Zoom via traditional phone only:

Dial 1-646-558-8656, enter 314 750 1763 followed by the # key

When asked for participant ID, press # key

THE COUNCIL WELCOMES AND ENCOURAGES PUBLIC COMMENT. ANYONE WISHING TO ADDRESS THE COUNCIL IS ENCOURAGED TO DO SO WITH THESE STIPULATIONS:

For comments pertinent to items being discussed during THIS MEETING, members of the public will be afforded an opportunity to address the council on every matter coming before the council immediately in advance of the vote and in accordance with established Council Rules of Procedure.

1. **The Mayor or Council may limit the amount of time for comments if they become extensive.**
2. **If the speaker begins to infringe on the right to privacy of another, the Mayor or Council may interrupt and end the comments on that issue.**
3. **These comments must be pertinent to the topic under consideration. There is an opportunity for open comments at the end of the meeting.**

- **Open Meeting Call to Order**
- **Pledge of Allegiance**
- **Roll Call**
- **Approval of Minutes of the Previous Meeting(s)**
2/21/2023 Council Meeting
- **Approval of Agenda**
- **Requests of elected city officials for absences exceeding 10 days or participation by telecommunications.**
- **Communication for Public Record (Ex parte Communications)**
- **Constituent issues-reports from the Mayor and Council members**
- **Consent Agenda to include:**
 - Mayor Report
 - Ambulance Report
 - Fire Report
 - Public Works Report
 - City Court/Sheriff Reports
 - City Attorney Report
 - Community Improvement Coordinator Report

304 North Main Street
P.O. Box 68
Boulder, Montana 59632

(406) 225-3381 phone
(406) 225-9498 FAX

CITY OF BOULDER

- Finance/Investment Committee Report
- Reports from Clerk
 - Cash/Bank Reconciliation, February 2023
 - Statement of Revenue Budget vs Actual, February 2023
 - Statement of Expenditure Budget vs Actual, February 2023
 - Utility Billing Adjustments, Charges, Receipts, Delinquent Accounts for February 2023
 - Ambulance Write-offs & Collections for February 2023
- **Correspondence:**
- **Committee Reports**
 - Planning Board
 - Chamber of Commerce
 - Cemetery Advisory Committee
 - Finance/Investment Committee
- **Old Business**
- **New Business**
 1. Public Hearing & 2nd Reading of Ordinance #2023-01 for:
 - a) Repealing & replacing Title 9, Chapter 90 "Animals"
 2. Public Hearing, discussion, & determination on Resolution #2023-02-R Establishing a Fee Schedule
 3. Discussion & determination on entering into an agreement with Peak Water Services for wastewater treatment plant consulting services
 4. Discussion & determination on Clerk/Treasurer job description
 5. Discussion & determination of interview and selection procedure for new clerk/treasurer
 6. Discussion & determination on MMIA election of health benefits
 7. Discussion & determination on expenses for Jack Tretheway/EMS operations including the \$7,500 Jefferson County ARPA grant
 8. Discussion & determination on utilizing Giulio Disposal to dispose of treatment plant solid waste
 9. Discussion & determination on adopting the City of Boulder Investment Policy
 10. Discussion & determination on Mountain Alarm Service Agreement for the daycare facility
 11. Discussion & possible determination on appointment of Kathy Rux to the Planning Board
 12. Discussion & possible determination on contracting with Nittany Grantworks for grant administration on Phase I of the ARPA water project
 13. Preliminary FY23/24 budgeting schedule
 14. Approval of City record destruction request

Unscheduled Matters

Note: An item that is NOT listed on the agenda for the current meeting may be discussed during the session at the discretion of the presiding officer. However, the purpose of such discussion shall be to decide whether to schedule the item for discussion and vote on a subsequent agenda. The Council shall decide on no item of significant interest to the public without prior notice to the public as a scheduled Council agenda item.

CITY OF BOULDER

- **Open Public Comment**
- **Authorization to pay bills**
- **Council Agenda suggestions for the next meeting to be held on Monday, April 17, 2023, at 6:30 p.m.**
- **Adjournment**

Boulder Ambulance Report February 2023

Boulder Ambulance Incidents

2/1/23 CFS23-01045 Not Billable: Refusal
2/2/23 CFS23-01100 Not Billable: Canceled
2/2/23 CFS23-01107 - MP - Billed
2/5/23 CFS23-01207 Not Billable: Refusal
2/7/23 CFS23-01273 - JS - Billable: Pending Finalized Report
2/18/23 CFS23-01647 Not Billable: St Peters transported from scene
2/21/23 CFS23-01735 - GC - Billed
2/22/23 CFS23-01757 Billable: Pending Report
2/23/23 CFS23-01778 Not Billable: Agency Assist
2/23/23 CFS23-01803 Not Billable: Agency Assist
2/24/23 CFS23-01841 Billable: Pending Report
2/25/23 CFS23-01864 Not Billable: Agency Assist

St Peter's Incidents

2/1/23 CFS23-01092
2/3/23 CFS23-01161
2/5/23 CFS23-01197
2/6/23 CFS23-01226
2/7/23 CFS23-01268
2/8/23 CFS23-01281
2/27/23 CFS23-01893
2/28/23 CFS23-01918

Submitted by
Amanda Cochran, EMT
3/1/23

Boulder Ambulance Report February 2023

20 Incidents

- 8 handled by St Peters
- 12 handled by Boulder
 - 3 Agency Assists
 - 5 Transports
 - 5 St Peters
 - 2 with St Peters Intercept
 - 2 Refusal
 - 1 Canceled
 - 1 St Peters Transported from Scene

Call Types

- 4 ALS call(s)
- 14 BLS RED call(s)
- 2 BLS YELLOW call(s)

Calls YTD: 43

Prepared by:
Amanda Cochran, EMT
3/1/23

Boulder Volunteer Fire Department
Boulder City Council Report
January 2023

Activities & Incidents Report

Meeting Activities

<u>Date</u>	<u>Activity</u>	<u>Hours/Attendance</u>
2/2/23	Business Meeting	1 (8)

Training & Community Activities

<u>Date</u>	<u>Activity</u>	<u>Hours/Attendance</u>
2/16/23	Drivers Training	2(6)

Incidents

<u>Date</u>	<u>Type</u>	<u>Location</u>	<u>Units</u>	<u>Crew</u>
2/21/23	MVA	HWY 69 MM 35	3211	3
2/22/23	Structure	221 S Adams St	3311	1
2/22/23	Structure	110 N Adams St	3311, 3211	7
2/25/23	AFA	22 Trooper Ln	POV	1
2/28/23	MVA	I15 MM 164	3211	4

Special Announcement

After 35 years of dedicated service & membership, Bill Crenshaw has retired from the Fire department effective immediately.

Prepared by:

Amanda Cochran, Secretary

3/2/23

PUBLIC WORKS REPORT

FEB 2023

<p style="text-align: center;">WATER</p> <p>Pumped 2.9 million gallons water. Took 56 CL2 samples 2 Bacti samples (see attached) Consumed approximately 50 gallons of Cl2 as well as 50 gallons of Ortho 3 shut off/turn on request.2 locate request</p>
<p style="text-align: center;">SEWER</p> <p>Treated approximately 2.5 million gallons of waste water Samples and Discharge Monitoring Report (see attached)</p>
<p style="text-align: center;">STREETS</p> <p>Plowed and put out approximately 8 yards of sand. We have a temporary stop sign at corner of 3RD and Monroe</p>
<p style="text-align: center;">PARKS</p> <p>Nothing to report</p>
<p style="text-align: center;">CEMENTERY</p> <p>1 Cremation open and close</p>
<p style="text-align: center;">SHOP</p> <p>Normal small maintenance (checking oil, air, ect..)</p>

DMR FEB 2023	RESULT		LIMIT
EFFLUENT TEMP	49.07	F	NA
FLOW RATE OUT MO AVG	0.1120	MGD	NA
FLOW RATE OUT DAY MAX	0.1345	MGD	NA
FLOW RATE IN MO AVG	0.0919	MGD	NA
BOD OUT # MO AVG	3.11	LBS	<45
BOD OUT # WK MAX	4.36	LBS	<65
BOD OUT Mg MO AVG	3.33	mg/L	<30
BOD OUT Mg MX WEEK AVG	4.67	mg/L	<45
BOD IN Mg MO AVG	131.58	mg/L	NA
BOD IN Mg MX WEEK AVG	170.00	mg/L	NA
PH MIN	6.00	PH	>6
PH MAX	6.74	PH	<9
TSS OUT # MO AVG	2.94	LBS	<45
TSS OUT # WK MAX	4.90	LBS	<68
TSS OUT Mg MO AVG	3.15	mg/L	<30
TSS OUT Mg MX WEEK AVG	5.27	mg/L	<45
TSS IN Mg MO AVG	128.08	mg/L	NA
TSS IN Mg MX WEEK AVG	157.33	mg/L	NA
AMMONIA MO AVG	0.13	mg/L	<10.1
AMMONIA DAILY MAX	0.17	mg/L	<20.2
E. COLI MO AVG GEO MEAN	2.27	mpn/100ml	<630
E.COLI MAX WK AVG	41.87	mpn/100ml	<1260
BOD % REMOVAL	97.47	%	>85
TSS % REMOVAL	97.54	%	>85

Permit:

MT0023078

Major:

CITY OF BOULDER

Permittee Address:

PO BOX 68
BOULDER, MT59632

CITY OF BOULDER

CITY OF BOULDER WWTF

Facility Location:

35 MUSKRAT LANE
BOULDER, MT59632

001 - External Outfall

Discharge:

001-A - MONTHLY MONITORING

001 - External Outfall

Permitted Feature:

001 - External Outfall

DMR Due Date:

03/28/23

Report Dates & Status

From 02/01/23 to 02/28/23

NetDMR Validated

NetDMR Validated

NetDMR Validated

Considerations for Form Completion

Principal Executive Officer

Dennis

Last Name:

Wortman

Title:

PWD

Telephone:

406-225-3381

No Data Indicator (NODI)

Form NODI:

Code	Name	Value 1	Value 2	Units	Value 1	Value 2	Value 3	Units	of Ex.	Analysis	Type
00011	Temperature, water deg. fahrenheit	Smpl. =49.07		15 - deg F					28	01/01 - Daily	IN - INSTAN
1 - Effluent Gross											
Season: 0	Req. Req Mon VALUE			15 - deg F						01/01 - Daily	IN - INSTAN
NODI: -											
00056	Flow rate	Smpl. =0.112	=0.1345	03 - MGD					28	01/01 - Daily	CN - CONTIN
1 - Effluent Gross											
Season: 0	Req. Req Mon MO AVG		Req Mon DAILY MX	03 - MGD						01/01 - Daily	CN - CONTIN
NODI: -											
00056	Flow rate	Smpl. =0.0919		03 - MGD					28	03/DW - 3 Days Every Week	IN - INSTAN
G - Raw Sewage Influent											
Season: 0	Req. Req Mon MO AVG			03 - MGD						03/DW - 3 Days Every Week	IN - INSTAN
NODI: -											
00310	BOD, 5-day, 20 deg. C	Smpl. =3.11	=4.36	26 - lb/d	=3.33	=4.67		19 - mg/L	12	03/07 - Three Per Week	CP - COMPOS
1 - Effluent Gross											
Season: 0	Req. <=45.0 MO AVG		<=68.0 MX WK AV	26 - lb/d	<=30.0 MO AVG	<=45.0 MX WK AV		19 - mg/L		03/07 - Three Per Week	CP - COMPOS
NODI: -											
00310	BOD, 5-day, 20 deg. C	Smpl. =131.0	=170.0	19 - mg/L				19 - mg/L	12	03/07 - Three Per Week	CP - COMPOS
G - Raw Sewage Influent											
Season: 0	Req. Req Mon MO AVG		Req Mon MX WK AV	19 - mg/L				19 - mg/L		03/07 - Three Per Week	CP - COMPOS
NODI: -											
00400	pH	Smpl. =6.0	=6.74	12 - SU				12 - SU	28	01/01 - Daily	IN - INSTAN
1 - Effluent Gross											
Season: 0	Req. >=6.0 MINIMUM		<=9.0 MAXIMUM	12 - SU				12 - SU		01/01 - Daily	IN - INSTAN
NODI: -											

Code	Name	Value 1	Value 2	Units	Value 1	Value 2	Value 3	Units	of Analysis	Type
31648	E. coli, MTEC-MF	Smpl.								
	1 - Effluent Gross									
Season: 2	Req.									
NODI: -	NODI									
81010	BOD, 5-day, percent removal	Smpl.								
	1 - Effluent Gross									
Season: 0	Req.									
NODI: -	NODI									
81011	Solids, suspended percent removal	Smpl.								
	1 - Effluent Gross									
Season: 0	Req.									
NODI: -	NODI									
84066	Oil and grease visual	Smpl.								
	1 - Effluent Gross									
Season: 0	Req.									
NODI: -	NODI									

=2.27 =41.87 13 - #/100mL 12 Three Per Week 03/07 - Three Per Week GR - GRAB
 <=630.0 MOAV GEO <=1260.0 MX WK AV 13 - #/100mL 03/07 - Three Per Week GR - GRAB

=97.47 23 - % 1 01/30 - Monthly CA - CALCTD
 >=85.0 MINIMUM 23 - % 01/30 - Monthly CA - CALCTD

=97.54 23 - % 1 01/30 - Monthly CA - CALCTD
 >=85.0 MINIMUM 23 - % 01/30 - Monthly CA - CALCTD

9X - Y=0;N=1 1 01/30 - Monthly VI - VISUAL
 9X - Y=0;N=1 1 01/30 - Monthly VI - VISUAL

9X - Y=0;N=1 01/30 - Monthly VI - VISUAL

Submission Note

If a parameter row does not contain any values for the Sample nor Effluent Trading, then none of the following fields will be submitted for that row: Units, Number of Excursions, Frequency of Analysis, and Sample Type.

Edit Check Errors

No errors.

Comments

Attachments

No attachments.

Report Last Saved By

CITY OF BOULDER

User: CityofBoulder

Name: Dennis Wortman

E-Mail: denniswortman1082@gmail.com

Date/Time: 2023-03-07 10:10 (Time Zone: -07:00)

Report Last Signed By

User: CityofBoulder

Name: Dennis Wortman

E-Mail: denniswortman1082@gmail.com

Date/Time: 2023-03-07 10:10 (Time Zone: -07:00)



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Gillette, WY 866.686.7175 • Helena, MT 877.472.0711

LABORATORY ANALYTICAL REPORT

Prepared by Helena, MT Branch

Client: Town of Boulder

Project: MT0000158

Client Sample ID: Site #3

PWS ID: MT0000158 **Facility ID:** DS001 **Sample Point ID:** SP001

Facility Name: BOULDER CITY OF

Lab ID: H23020534-001A

Report Date: 03/01/23

Collection Date: 02/27/23 10:00

Received Date: 02/27/23 16:12

Matrix: Drinking Water

Sampled By: Scott

Compliance Sample: YES **Sample Type:** RT **Residual Chlorine (Field):** 0.3

Res CI Type: Unspecified

Analyses	Result	Units	Safe/Unsafe	Qualifier	Method	Analysis Date / By
MICROBIOLOGICAL						
3100 Coliform, Total	Absent	per 100ml	SAFE		A9223 B	02/27/23 16:15 / rrs
3014 Coliform, E-Coli	Absent	per 100ml			A9223 B	02/27/23 16:15 / rrs

Comments: The notation "SAFE" indicates that the water was bacteriologically SAFE when sampled.

The notation "UNSAFE" indicates that the water was bacteriologically UNSAFE when sampled.

Qualifiers:



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Gillette, WY 866.686.7175 • Helena, MT 877.472.0711

LABORATORY ANALYTICAL REPORT
Prepared by Helena, MT Branch

Client: Town of Boulder
Project: MT0000158
Client Sample ID: Site #4
PWS ID: MT0000158 **Facility ID:** DS001 **Sample Point ID:** SP001
Facility Name: BOULDER CITY OF
Lab ID: H23020534-002A

Report Date: 03/01/23
Collection Date: 02/27/23 10:30
Received Date: 02/27/23 16:12
Matrix: Drinking Water
Sampled By: Scott

Compliance Sample: YES **Sample Type:** RT **Residual Chlorine (Field):** 0.26 **Res Cl Type:** Unspecified

Analyses	Result	Units	Safe/Unsafe	Qualifier	Method	Analysis Date / By
MICROBIOLOGICAL						
3100 Coliform, Total	Absent	per 100ml	SAFE		A9223 B	02/27/23 16:15 / rrs
3014 Coliform, E-Coli	Absent	per 100ml			A9223 B	02/27/23 16:15 / rrs

Comments: The notation "SAFE" indicates that the water was bacteriologically SAFE when sampled.
The notation "UNSAFE" indicates that the water was bacteriologically UNSAFE when sampled.

Qualifiers:

Chlorine Reporting Form for GROUNDWATER Public Water Systems

State of Montana Department of Environmental Quality

Return Completed Form to: DEQ/WQD- Public Water Supply

Attention: D. Johnson PO Box 200901, Helena, MT59620-0901

Email to: deqchlorine@mt.gov **or Fax:** 406-444-1374

MUST BE SUBMITTED BY THE 10TH OF THE FOLLOWING MONTH



Month FEB System Name CITY OF BOULDER
 Year 2023 PWS ID# 0000158 Submitted By DENNIS WORTMAN

Date	Daily Chlorine Residual at Point of Entry ¹ (After Point of Application and Prior to First Service Connection)			Daily Chlorine Residual Measurement Taken in Distribution System ²	
	Source #1 Name <u>Pump #1</u> (residual mg/l)	Source #2 Name <u>PUMP #2</u> (residual mg/l)	Source #3 Name _____ (residual mg/l)	Distribution System (Test Location)	Residual mg/l
1	0.35	DID NOT RUN		301 N MADISON	0.35
2	0.33	DID NOT RUN		301 N MADISON	0.35
3	0.34	DID NOT RUN		301 N MADISON	0.35
4	0.34	DID NOT RUN		301 N MADISON	0.34
5	0.35	DID NOT RUN		301 N MADISON	0.34
6	.028	DID NOT RUN		301 N MADISON	0.35
7	0.34	DID NOT RUN		301 N MADISON	0.35
8	0.34	DID NOT RUN		301 N MADISON	0.33
9	0.35	DID NOT RUN		301 N MADISON	0.33
10	0.41	DID NOT RUN		301 N MADISON	0.36
11	0.41	DID NOT RUN		301 N MADISON	0.37
12	0.4	DID NOT RUN		301 N MADISON	0.37
13	0.39	DID NOT RUN		301 N MADISON	0.37
14	0.39	DID NOT RUN		301 N MADISON	0.36
15	0.41	DID NOT RUN		301 N MADISON	0.35
16	0.39	DID NOT RUN		301 N MADISON	0.36
17	0.4	DID NOT RUN		301 N MADISON	0.35
18	0.39	DID NOT RUN		301 N MADISON	0.34
19	0.38	DID NOT RUN		301 N MADISON	0.33
20	0.39	DID NOT RUN		301 N MADISON	0.32
21	0.4	DID NOT RUN		301 N MADISON	0.29
22	0.38	DID NOT RUN		301 N MADISON	0.29
23	0.38	DID NOT RUN		301 N MADISON	0.3
24	0.4	DID NOT RUN		301 N MADISON	0.29
25	0.4	DID NOT RUN		301 N MADISON	0.29
26	0.39	DID NOT RUN		301 N MADISON	0.28
27	0.4	DID NOT RUN		301 N MADISON	0.27
28	0.43	DID NOT RUN		301 N MADISON	0.27
29					
30					
31					

1. If you use more than three sources then you will need to use more than one form.
2. Rotate chlorine determination sampling point within your system using your Chlorine Monitoring/TCR Site Plan in order to cover your entire distribution system during the week.

Any Questions? Please call Dillon Johnson (406) 444-4633

Monthly Activity Report
 February 2023
 Citations and Non-Citations By Issued Date
 Financial Type: Fines and Fees

Citations	Last Month	This Month	Change	Last YTD	This YTD	Change
45-8	0	0	0	1	0	-1
DRUG OFFENSES	0	0	0	2	0	-2
DUI	2	0	-2	0	2	2
Miscellaneous	1	0	-1	1	1	0
SPEEDING	2	1	-1	0	3	3
TRAFFIC	4	5	1	5	9	4
Totals:	9	6	-3	9	15	6
Non-Citations						
45-5	0	0	0	2	0	-2
TRAFFIC	0	0	0	6	0	-6
Totals:	0	0	0	8	0	-8
Fines and Fees						
Court Costs	0.00	0.00	0.00	0.00	0.00	0.00
Fine	370.00	985.00	615.00	465.00	1,355.00	890.00
Law Enforcement Academy	40.00	51.18	11.18	20.00	91.18	71.18
Misdemeanor Surcharge	50.00	61.76	11.76	30.00	111.76	81.76
Technology Surcharge	40.00	41.18	1.18	20.00	81.18	61.18
Victim Witness Admin Fee	0.00	0.12	0.12	0.00	0.12	0.12
Victim Witness Surcharge	0.00	5.76	5.76	0.00	5.76	5.76
Totals:	\$500.00	\$1,145.00	\$645.00	\$535.00	\$1,645.00	\$1,110.00

Monthly Activity Report
 February 2023
 Citations and Non-Citations By Issued Date
 Financial Type: Fines and Fees

Citations	Last Month	This Month	Change	Last YTD	This YTD	Change
45-8	0	0	0	1	0	-1
DRUG OFFENSES	0	0	0	2	0	-2
DUI	2	0	-2	0	2	2
Miscellaneous	1	0	-1	1	1	0
SPEEDING	2	1	-1	0	3	3
TRAFFIC	4	5	1	5	9	4
Totals:	9	6	-3	9	15	6
Non-Citations						
45-5	0	0	0	2	0	-2
TRAFFIC	0	0	0	6	0	-6
Totals:	0	0	0	8	0	-8
Fines and Fees						
Court Costs	0.00	0.00	0.00	0.00	0.00	0.00
Fine	370.00	985.00	615.00	465.00	1,355.00	890.00
Law Enforcement Academy	40.00	51.18	11.18	20.00	91.18	71.18
Misdemeanor Surcharge	50.00	61.76	11.76	30.00	111.76	81.76
Technology Surcharge	40.00	41.18	1.18	20.00	81.18	61.18
Victim Witness Admin Fee	0.00	0.12	0.12	0.00	0.12	0.12
Victim Witness Surcharge	0.00	5.76	5.76	0.00	5.76	5.76
Totals:	\$500.00	\$1,145.00	\$645.00	\$535.00	\$1,645.00	\$1,110.00



**Office of the
SHERIFF / CORONER
JEFFERSON COUNTY**
P.O. Box 588 Boulder, Montana 59632
Phone (406) 225-4075 Fax (406) 225-4145



Sheriff Tom A Grimsrud

Undersheriff James Everett

City of Boulder Calls

Printed on March 1, 2023

[CFS Date/Time] is between '2023-02-01 00:00:00' and '2023-02-28 23:59:59' and [Zone->Zone] contains 'Boulder'

CFS Date/Time	Descriptions	Disposition
911 Hang Up		
02/21/23 08:26:24	911 Hang Up	Handled By Officer / Deputy
02/05/23 18:23:56	911 Hang Up	Handled By Officer / Deputy
02/17/23 17:54:35	911 Hang Up	Information
02/23/23 23:23:39	911 Hang Up	Information
911 Hang Up Total: 4		
Administrative		
02/01/23 15:22:04	Administrative	Handled By Officer / Deputy
02/17/23 17:10:46	Administrative	Handled By Officer / Deputy
02/20/23 08:11:49	Administrative	Transport Given
02/01/23 15:27:37	Administrative	Handled By Officer / Deputy
02/27/23 16:43:27	Administrative	Information
02/06/23 08:20:34	Administrative	Information
02/01/23 15:32:21	Administrative	Handled By Officer / Deputy

CFS Date/Time	Descriptions	Disposition
02/01/23 15:44:01	Administrative	Handled By Officer / Deputy
Administrative Total: 8		
Agency Assist		
02/06/23 10:24:24	Agency Assist	Gone On Arrival (GOA)/Unable to Locate
Agency Assist Total: 1		
Animal		
02/11/23 22:11:33	Animal	Handled By Officer / Deputy
02/21/23 08:33:23	Animal	Handled By Officer / Deputy
02/11/23 21:50:18	Animal	Handled By Officer / Deputy
Animal Total: 3		
Assist		
02/18/23 19:14:32	Assist; Welfare Check	Handled By Officer / Deputy
Assist Total: 1		
Citizen Assist		
02/10/23 20:38:24	Citizen Assist	Handled By Officer / Deputy
02/24/23 19:10:41	Citizen Assist	Handled By Officer / Deputy
02/27/23 10:46:03	Citizen Assist	Handled By Officer / Deputy
02/02/23 19:13:29	Citizen Assist	Handled By Officer / Deputy
02/02/23 14:17:08	Citizen Assist	Handled By Officer / Deputy
02/25/23 14:15:04	Citizen Assist	Handled By Officer / Deputy

CFS Date/Time	Descriptions	Disposition
02/07/23 10:19:31	Citizen Assist	Handled By Officer / Deputy
Citizen Assist Total: 7		
Civil		
02/17/23 14:11:06	Civil	Handled By Officer / Deputy
02/08/23 12:51:21	Civil	Handled By Officer / Deputy
02/23/23 15:51:07	Civil	Handled By Officer / Deputy
02/21/23 13:39:02	Civil	Handled By Officer / Deputy
Civil Total: 4		
County Attorney Request		
02/16/23 12:18:26	County Attorney	No Report Taken
02/28/23 13:50:55	County Attorney	No Report Taken
02/27/23 13:57:41	County Attorney	Referred to County Attorney
02/09/23 09:41:39	County Attorney	No Report Taken
02/09/23 09:53:23	County Attorney	No Report Taken
02/09/23 10:42:35	County Attorney	No Report Taken
02/22/23 14:22:06	County Attorney	No Report Taken
02/21/23 11:25:29	County Attorney	Referred to County Attorney
County Attorney Request Total: 8		

CFS Date/Time	Descriptions	Disposition
Domestic Violent		
02/26/23 21:47:47	Domestic Violent	Report Taken
Domestic Violent Total: 1		
Extra Patrol		
02/03/23 22:58:16	Extra Patrol	Handled By Officer / Deputy
Extra Patrol Total: 1		
Fire Alarm		
02/25/23 15:37:28	Fire Alarm	Handled By Officer / Deputy
Fire Alarm Total: 1		
Fire/Smoke Structure		
02/23/23 18:56:13	Fire/Smoke Structure	Fire Control or Extinguishment
02/23/23 05:58:09	Fire/Smoke Structure	Fire Control or Extinguishment
Fire/Smoke Structure Total: 2		
Found Property		
02/19/23 10:38:32	Found Property	Handled By Officer / Deputy
02/18/23 20:07:07	Found Property	Handled By Officer / Deputy
02/12/23 16:32:22	Found Property; Drugs	Handled By Officer / Deputy
Found Property Total: 3		
Harassment		
02/13/23 14:26:16	Harassment	Handled By Officer / Deputy
02/25/23 11:08:45	Harassment; Domestic	Report Taken
02/16/23 10:10:44	Harassment	Report Taken

CFS Date/Time	Descriptions	Disposition
02/10/23 11:09:41	Harassment	Handled By Officer / Deputy
Harassment Total: 4		
House Check		
02/14/23 09:24:32	House Check	Assignment Completed/Settled by Phone
House Check Total: 1		
Larceny/Theft		
02/24/23 13:48:27	Larceny/Theft	Report Taken
Larceny/Theft Total: 1		
Lost Property		
02/13/23 15:48:30	Lost Property	Information
Lost Property Total: 1		
MDC/IBC Notifications		
02/15/23 11:32:44	MDC/IBC Notifications	Handled By Officer / Deputy
02/15/23 11:20:10	MDC/IBC Notifications	Handled By Officer / Deputy
MDC/IBC Notifications Total: 2		
Medical ALS		
02/27/23 08:44:35	Medical ALS	Transport Given
02/18/23 16:45:06	Medical ALS	Patient Treated, Transported by EMS
02/02/23 11:35:41	Medical ALS	Transport Given
Medical ALS Total: 3		
Medical BLS-RED		
02/06/23 05:13:49	Medical BLS-RED	Patient Treated, Transported by EMS

CFS Date/Time	Descriptions	Disposition
02/04/23 22:54:14	Medical BLS-RED	Patient Treated, Transported by EMS
02/05/23 09:17:41	Medical BLS-RED	Patient Refused Evaluation/Care
02/03/23 21:31:04	Medical BLS-RED	Patient Treated, Transported by EMS
Medical BLS-RED Total: 4		
Medical BLS-YEL		
02/22/23 11:32:56	Medical BLS-YEL	Transport Given
02/08/23 03:51:28	Medical BLS-YEL	Patient Treated, Transported by Private
Medical BLS-YEL Total: 2		
Motorist Assist		
02/25/23 19:52:35	Motorist Assist	Handled By Officer / Deputy
Motorist Assist Total: 1		
Panic Alarm		
02/03/23 05:52:26	Panic Alarm	False Alarm
Panic Alarm Total: 1		
Parking		
02/02/23 10:22:58	Parking	Handled By Officer / Deputy
02/27/23 13:15:31	Parking	Handled By Officer / Deputy
Parking Total: 2		
Recovered Property		
02/22/23 15:09:25	Recovered Property	Handled By Officer / Deputy
Recovered Property Total: 1		

CFS Date/Time	Descriptions	Disposition
Report Not Needed		
02/19/23 18:57:04	Report Not Needed	Created In Error
02/15/23 22:24:50	Report Not Needed	Created In Error
Report Not Needed Total: 2		
Runaway		
02/18/23 18:19:50	Runaway	Handled By Officer / Deputy
Runaway Total: 1		
Stolen Property		
02/23/23 08:10:04	Stolen Property	Report Taken
Stolen Property Total: 1		
Suspicious		
02/18/23 20:46:36	Suspicious	Handled By Officer / Deputy
Suspicious Total: 1		
Suspicious Vehicle		
02/04/23 09:12:01	Suspicious Vehicle	Handled By Officer / Deputy
Suspicious Vehicle Total: 1		
Test Page		
02/14/23 17:57:00	Test Page	Information
02/07/23 17:57:00	Test Page	Information
02/18/23 17:57:00	Test Page	Information
02/26/23 17:57:00	Test Page	Information
02/13/23 17:57:00	Test Page	Information

CFS Date/Time	Descriptions	Disposition
02/11/23 17:57:00	Test Page	No Report Taken
02/25/23 17:57:00	Test Page	Information
02/03/23 17:57:00	Test Page	No Report Taken
02/05/23 17:57:00	Test Page	Information
02/06/23 17:57:00	Test Page	Information
02/24/23 17:57:00	Test Page	Information
02/12/23 17:57:00	Test Page	Information
02/15/23 17:57:00	Test Page	Information
02/19/23 17:57:00	Test Page	Information
02/04/23 17:57:00	Test Page	Information
Test Page Total: 15		
Threats		
02/20/23 19:32:03	Threats	Handled By Officer / Deputy
02/18/23 20:04:38	Threats	Handled By Officer / Deputy
Threats Total: 2		
Traffic Offense		
02/15/23 15:36:27	Traffic Offense	Handled By Officer / Deputy
Traffic Offense Total: 1		

CFS Date/Time	Descriptions	Disposition
Traffic Stop		
02/01/23 17:11:45	Traffic Stop	Warning issued (verbal or written)
02/17/23 18:55:58	Traffic Stop	Warning issued (verbal or written)
02/15/23 08:42:07	Traffic Stop	Handled By Officer / Deputy
02/13/23 12:14:43	Traffic Stop	Warning issued (verbal or written)
02/13/23 07:16:27	Traffic Stop	Warning issued (verbal or written)
02/19/23 16:09:48	Traffic Stop	Warning issued (verbal or written)
02/12/23 13:59:58	Traffic Stop	Warning issued (verbal or written)
02/11/23 19:29:54	Traffic Stop	Warning issued (verbal or written)
02/11/23 19:15:03	Traffic Stop	Warning issued (verbal or written)
02/11/23 16:01:00	Traffic Stop	Citation Issued
02/10/23 20:26:45	Traffic Stop	Citation Issued
02/09/23 22:20:05	Traffic Stop	Warning issued (verbal or written)
02/08/23 23:30:25	Traffic Stop	Warning issued (verbal or written)
02/08/23 18:09:49	Traffic Stop	Warning issued (verbal or written)
02/23/23 16:27:04	Traffic Stop	Warning issued (verbal or written)

CFS Date/Time	Descriptions	Disposition
02/08/23 16:49:42	Traffic Stop	Citation Issued
02/04/23 21:33:14	Traffic Stop	Warning issued (verbal or written)
02/04/23 21:26:22	Traffic Stop	Warning issued (verbal or written)
02/03/23 20:09:51	Traffic Stop	Warning issued (verbal or written)
02/27/23 14:45:15	Traffic Stop	Citation Issued
02/17/23 12:37:17	Traffic Stop	Citation Issued
Traffic Stop Total: 21		
Transport (Prisoner or Other)		
02/08/23 05:00:00	Transport (Prisoner or	Handled By Officer / Deputy
Transport (Prisoner or Other) Total: 1		
Trespass		
02/20/23 16:24:48	Trespass	Handled By Officer / Deputy
02/22/23 18:38:46	Trespass	Handled By Officer / Deputy
Trespass Total: 2		
Vehicle Alarm		
02/01/23 07:05:54	Vehicle Alarm	Handled By Officer / Deputy
Vehicle Alarm Total: 1		
Warrant		
02/05/23 12:15:24	Warrant	No Report Taken
02/05/23 02:06:04	Warrant	Information

CFS Date/Time	Descriptions	Disposition
Warrant Total: 2		
Welfare Check		
02/09/23 10:03:37	Welfare Check	Report Taken
02/10/23 21:44:29	Welfare Check	Handled By Officer / Deputy
02/17/23 14:14:16	Welfare Check	Handled By Officer / Deputy
02/19/23 18:42:03	Welfare Check	Handled By Officer / Deputy
02/06/23 09:36:43	Welfare Check	Unit Cancelled Enroute
Welfare Check Total: 5		
02/09/23 08:09:55		Created In Error
Total: 1		
Total Records: 124		

E.J. GUZA & ASSOCIATES
A PROFESSIONAL LAW CORPORATION

BOZEMAN WHITEHALL

Edward J Guza PC

25 Apex Drive
Suite A
Bozeman, 59718
jyulga@ejguzalaw.com
www.ejguzalaw.com
O: 4065862228

INVOICE

Number	5679
Issue Date	3/6/2023
Due Date	4/7/2023
Matter	City of Boulder
Email	cityclerk@cityofbouldermt.com

Bill To:

City of Boulder
304 Noth Main Street
P.O. Box 68
Boulder, MT 59632
O: 406-225-3381

Time Entries

Time Entries	Billed By	Hours	Sub
2/2/2023 Telephone call with client, re animal ordinances.	Ed Guza	2.10	\$472.50
2/5/2023 Reviewed latest draft of animal ordinance and email to client.	Ed Guza	1.10	\$247.50
2/6/2023 Reviewed and revised of nuisance and burning codes.	Ed Guza	1.00	\$225.00
2/6/2023 Reviewed and revised ordinance to repeal and adopt.	Ed Guza	0.50	\$112.50
2/7/2023 Reviewed and revised animal ordinance.	Ed Guza	0.90	\$202.50
2/8/2023 Email to Drew; research.	Ed Guza	0.50	\$112.50
2/11/2023 Continued review of nuisance ordnances.	Ed Guza	1.00	\$225.00
2/13/2023 Emails to client.	Ed Guza	0.10	\$22.50
2/15/2023 Conference call with client and reviewed order and email to client.	Ed Guza	0.90	\$202.50

Time Entries	Billed By	Hours	Sub
2/16/2023 Email to client.	Ed Guza	0.20	\$45.00
2/17/2023 Reviewed clerk position.	Ed Guza	0.10	\$22.50
2/24/2023 Began revising community decay ordinance.	Ed Guza	0.50	\$112.50
2/26/2023 Reviewed several documents; resolution establishing a fee schedule; revised fee schedule; drafted horse ordinance; and beatification decay and emails to client.	Ed Guza	3.10	\$697.50
		12.00	\$2,700.00

Total (USD)	\$2,700.00
Paid	\$0.00
Balance	\$2,700.00
Total Outstanding	\$2,700.00

Trust Account Balance

Date	Item	Amount	Balance
3/7/2023	Current Balance		\$0.00

E.J. GUZA & ASSOCIATES
A PROFESSIONAL LAW CORPORATION

BOZEMAN WHITEHALL

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Bozeman, 59718
jyulga@ejguzalaw.com
www.ejguzalaw.com
O: 4065862228

INVOICE

Number	5680
Issue Date	3/6/2023
Due Date	4/7/2023
Matter	City of Boulder - Prosecution
Email	cityclerk@cityofbouldermt.com

Bill To:

City of Boulder
304 Noth Main Street
P.O. Box 68
Boulder, MT 59632
O: 406-225-3381

Time Entries

Time Entries	Billed By	Hours	Sub
2/2/2023 Phone call with Deputy regarding DUIs.	Ryan Lorenz	0.20	\$37.00
2/3/2023 Review email on new case; Phone call to victim re: restitution; Review email from Clerk; Review and revise plea agreement; Email to opposing.	Ryan Lorenz	0.50	\$92.50
2/5/2023 Review and respond to emails.	Ryan Lorenz	0.20	\$37.00
2/6/2023 Review new discovery; Phone call with victim; Draft/revise Complaint and Affidavit of Probable Cause.	Ryan Lorenz	1.80	\$333.00
2/7/2023 Phone call with opposing.	Ryan Lorenz	0.10	\$18.50
2/8/2023 Prepare for Court; Attend Court by phone.	Ryan Lorenz	0.60	\$111.00
2/9/2023 Phone call with Justice Court regarding Order of Protection.	Ryan Lorenz	0.20	\$37.00
2/13/2023 Review cases and consider plea offers; Finalize Affidavit of Probable Cause & Complaint.	Ryan Lorenz	0.60	\$111.00

Time Entries	Billed By	Hours	Sub
2/14/2023 Emails to and from Clerk; Email to opposing regarding new matter; Phone calls with victim regarding collection of evidence; Criminal referral to County Attorney.	Ryan Lorenz	0.80	\$148.00
2/15/2023 Review new case for possible charges; Phone call with Deputy Kosola.	Ryan Lorenz	1.50	\$277.50
2/16/2023 Review and respond to opposing's email; Email to Captain Cross.	Ryan Lorenz	0.40	\$74.00
2/17/2023 Review new cases; Legal research.	Ryan Lorenz	0.90	\$166.50
2/20/2023 Emails to and from opposing counsel.	Ryan Lorenz	0.20	\$37.00
2/22/2023 Prepare for court; Email to counsel; Appear in court by phone; Review and respond to opposing's emails.	Ryan Lorenz	0.50	\$92.50
2/23/2023 Review and respond to opposing's email.	Ryan Lorenz	0.10	\$18.50
2/24/2023 Discovery downloaded and to OPD.	Jessi Yulga	0.30	\$30.00
2/24/2023 Emails to and from opposing and Clerk regarding trial.	Ryan Lorenz	0.20	\$37.00
2/26/2023 Review new discovery.	Ryan Lorenz	0.40	\$74.00
2/27/2023 Review new case; Phone call with victim; Draft/revise plea offer to defendant.	Ryan Lorenz	1.00	\$185.00
2/28/2023 Discovery to Defendan	Jessi Yulga	0.20	\$20.00
2/28/2023 Phone call with Deputy Butz; Email to deputies regarding trial.	Ryan Lorenz	0.10	\$18.50
		10.80	\$1,955.50

Total (USD)	\$1,955.50
Paid	\$0.00
Balance	\$1,955.50
Total Outstanding	\$1,955.50

Trust Account Balance

Date	Item	Amount	Balance
3/7/2023	Current Balance		\$0.00

CITY OF BOULDER
Cash/Bank Reconciliation
For the Accounting Period: 2/23

03/01/23
14:53:27

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
1000 GENERAL						
101000 Cash - Operating	344,716.63	12,213.70	0.00	23,675.01	0.00	333,255.32
103000 Cash on Hand	100.00	0.00	0.00	0.00	0.00	100.00
Total Fund	344,816.63	12,213.70		23,675.01		333,355.32
2190 COMPREHENSIVE LIABILITY						
101000 Cash - Operating	1,977.81	200.10	0.00	0.00	0.00	2,177.91
2220 LIBRARY						
101000 Cash - Operating	3,945.30	182.21	0.00	559.19	0.00	3,568.32
2250 SUBDIVISION FEES						
101000 Cash - Operating	6,408.07	565.00	0.00	525.00	0.00	6,448.07
2251 ANNEXATION PLANNING FEES						
101000 Cash - Operating	-1,920.00	0.00	0.00	2,505.00	0.00	-4,425.00
2260 EMERGENCY DISASTER						
101000 Cash - Operating	1,915.59	0.00	0.00	0.00	0.00	1,915.59
2370 P.E.R.S. - EMPLOYER CONTRIBUTION						
101000 Cash - Operating	203.54	6.85	0.00	0.00	0.00	210.39
2371 HEALTH INSURANCE - EMPLOYER CONTRIBUTION						
101000 Cash - Operating	292.45	10.28	0.00	0.00	0.00	302.73
2386 MT DOC GRANTS						
100000 CASH/INVESTMENTS	29.76	0.00	0.00	0.00	0.00	29.76
101000 Cash - Operating	104,509.36	13.18	0.00	0.00	0.00	104,522.54
Total Fund	104,539.12	13.18		0.00		104,552.30
2752 Perpetual Care Expendable						
101000 Cash - Operating	55,358.26	58.71	0.00	1,047.25	0.00	54,369.72
2760 Swimming Pool						
101000 Cash - Operating	21,221.39	634.79	0.00	363.60	0.00	21,492.58
2810 POLICE PENSION & TRAINING (3RD CLASS CITIES)						
101000 Cash - Operating	6,780.40	0.00	0.00	0.00	0.00	6,780.40
2820 OLD GAS TAX APPORTIONMENT						
101000 Cash - Operating	99,358.43	2,635.51	0.00	1,049.98	0.00	100,943.96
2821 BARSAA GAS TAX HB 473						
101000 Cash - Operating	41,482.16	44.33	0.00	0.00	0.00	41,526.49
2990 ARPA FUNDS						
101000 Cash - Operating	318,205.32	7,839.39	0.00	7,395.00	0.00	318,649.71
4000 C.I.F / FIRE DEPARTMENT CAPITAL IMPROVEMENT FUND						
101000 Cash - Operating	82,291.60	87.85	0.00	0.00	0.00	82,379.45
101000 Cash - Operating	33,765.79	0.00	0.00	0.00	0.00	33,765.79
Total Fund	116,057.39	87.85		0.00		116,145.24
5210 WATER UTILITY						
101000 Cash - Operating	364,768.51	26,363.40	0.00	44,707.06	1,594.83	344,830.02
5310 SEWER UTILITY						
101000 Cash - Operating	532,574.41	34,657.93	1,594.83	45,758.36	0.00	523,068.81
102016 DEBT SERVICE RESERVE						
102017 REPLACEMENT ACCOUNT						
Total Fund	143,828.00	0.00	0.00	0.00	0.00	143,828.00
Total Fund	784,314.41	34,657.93	1,594.83	45,758.36		774,808.81
5510 AMBULANCE						

03/13/23
09:21:10

CITY OF BOULDER
Statement of Revenue Budget vs Actuals
For the Accounting Period: 2 / 23

Page: 6 of 6
Report ID: B110C

Fund	Account	Received		Estimated Revenue	Revenue		% Received
		Current Month	Received YTD		To Be Received	Received	
5510 AMBULANCE							
340000	Charges for Services	740.00	8,453.00	25,000.00	16,547.00	34 %	
342050	Emergency Services (Charges)	740.00	8,453.00	25,000.00	16,547.00	34 %	
	Account Group Total:						
360000	MISCELLANEOUS REVENUE	0.00	12.90	0.00	-12.90	** %	
362000	Other Miscellaneous Revenue	0.00	5,900.00	500.00	-5,400.00	*** %	
365000	Contributions and Donations	0.00	5,912.90	500.00	-5,412.90	*** %	
	Account Group Total:						
370000	INVESTMENT EARNINGS	10.78	94.38	140.00	45.62	67 %	
371010	Investment Earnings	10.78	94.38	140.00	45.62	67 %	
	Account Group Total:						
	Fund Total:	750.78	14,460.28	25,640.00	11,179.72	56 %	
5512 AMBULANCE - EMS BUILDING-CARES Funds							
370000	INVESTMENT EARNINGS	92.11	191.96	0.00	-191.96	** %	
371010	Investment Earnings	92.11	191.96	0.00	-191.96	** %	
	Account Group Total:						
	Fund Total:	92.11	191.96	0.00	-191.96	** %	
7120 FIRE RELIEF AGENCY FUND							
330000	INTERGOVERNMENTAL REVENUES	0.00	0.00	1,950.00	1,950.00	0 %	
335050	Insurance Premium Apportionment	0.00	0.00	1,950.00	1,950.00	0 %	
	Account Group Total:						
	Fund Total:	0.00	0.00	1,950.00	1,950.00	0 %	
	Grand Total:	85,805.54	905,976.40	2,407,888.00	1,501,911.60	38 %	

03/13/23
09:21:10

CITY OF BOULDER
Statement of Revenue Budget vs Actuals
For the Accounting Period: 2 / 23

Page: 5 of 6
Report ID: B110C

Fund	Account	Received		Estimated Revenue	Revenue		
		Current Month	Received YTD		To Be Received	Received	
4000 C.I.F. / FIRE DEPARTMENT CAPITAL IMPROVEMENT FUND							
370000 INVESTMENT EARNINGS							
	371010 Investment Earnings	87.85	400.16	10.00	-390.16	*** %	
	Account Group Total:	87.85	400.16	10.00	-390.16	*** %	
	Fund Total:	87.85	400.16	10.00	-390.16	*** %	
5210 WATER UTILITY							
340000 Charges for Services							
	343022 Unmetered Water Sales	24,993.08	201,783.13	303,000.00	101,216.87	67 %	
	343023 Bulk Water Sales	0.00	20.00	100.00	80.00	20 %	
	343024 Sales of Water Materials & Supplies	0.00	0.00	5,100.00	5,100.00	0 %	
	343027 Miscellaneous Water Revenue	0.00	25.00	0.00	-25.00	** %	
	Account Group Total:	24,993.08	201,828.13	308,200.00	106,371.87	65 %	
360000 MISCELLANEOUS REVENUE							
	362000 Other Miscellaneous Revenue	0.00	150.50	0.00	-150.50	** %	
	Account Group Total:	0.00	150.50	0.00	-150.50	** %	
370000 INVESTMENT EARNINGS							
	371010 Investment Earnings	367.25	1,720.34	25.00	-1,695.34	*** %	
	Account Group Total:	367.25	1,720.34	25.00	-1,695.34	*** %	
380000 OTHER FINANCING SOURCES							
	381070 Proceeds from Notes/Loans/Intercap	0.00	0.00	181,192.00	181,192.00	0 %	
	Account Group Total:	0.00	0.00	181,192.00	181,192.00	0 %	
	Fund Total:	25,360.33	203,698.97	489,417.00	285,718.03	42 %	
5310 SEWER UTILITY							
340000 Charges for Services							
	343031 Sewer Service Charges	34,539.22	276,799.73	415,000.00	138,200.27	67 %	
	Account Group Total:	34,539.22	276,799.73	415,000.00	138,200.27	67 %	
360000 MISCELLANEOUS REVENUE							
	362000 Other Miscellaneous Revenue	0.00	172.00	0.00	-172.00	** %	
	Account Group Total:	0.00	172.00	0.00	-172.00	** %	
370000 INVESTMENT EARNINGS							
	371010 Investment Earnings	571.20	2,662.32	50.00	-2,612.32	*** %	
	Account Group Total:	571.20	2,662.32	50.00	-2,612.32	*** %	
	Fund Total:	35,110.42	279,634.05	415,050.00	135,415.95	67 %	

03/13/23
09:21:10

CITY OF BOULDER
Statement of Revenue Budget vs Actuals
For the Accounting Period: 2 / 23

Page: 4 of 6
Report ID: B110C

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	To Be Received	Revenue To Be Received	Received	%
2810 POLICE PENSION & TRAINING (3RD CLASS CITIES)								
330000 INTERGOVERNMENTAL REVENUES								
	335050 Insurance Premium Apportionment	0.00	0.00	1,950.00	1,950.00	0	0	0 %
	Account Group Total:	0.00	0.00	1,950.00	1,950.00	0	0	0 %
	Fund Total:	0.00	0.00	1,950.00	1,950.00	0	0	0 %
2820 OLD GAS TAX APPORTIONMENT								
330000 INTERGOVERNMENTAL REVENUES								
	335040 Gasoline Tax Apportionment	2,527.94	20,223.55	30,335.00	10,111.45	67	67	67 %
	Account Group Total:	2,527.94	20,223.55	30,335.00	10,111.45	67	67	67 %
	Fund Total:	107.57	482.43	5.00	-477.43	***	***	*** %
	371010 Investment Earnings	107.57	482.43	5.00	-477.43	***	***	*** %
	Account Group Total:	107.57	482.43	5.00	-477.43	***	***	*** %
	Fund Total:	2,635.51	20,705.98	30,340.00	9,634.02	68	68	68 %
2821 BARSAA GAS TAX HB 473								
370000 INVESTMENT EARNINGS								
	371010 Investment Earnings	44.33	201.77	5.00	-196.77	***	***	*** %
	Account Group Total:	44.33	201.77	5.00	-196.77	***	***	*** %
	Fund Total:	44.33	201.77	5.00	-196.77	***	***	*** %
2990 ARPA FUNDS								
330000 INTERGOVERNMENTAL REVENUES								
	331992 American Recovery Plan Act (ARPA)	7,500.00	7,500.00	817,218.00	809,718.00	1	1	1 %
	338000 Local Shared Revenue	0.00	13,456.47	5,956.00	-7,500.47	226	226	226 %
	Account Group Total:	7,500.00	20,956.47	823,174.00	802,217.53	3	3	3 %
	Fund Total:	7,500.00	20,956.47	823,174.00	802,217.53	3	3	3 %
370000 INVESTMENT EARNINGS								
	371010 Investment Earnings	339.39	1,573.14	15.00	-1,558.14	***	***	*** %
	Account Group Total:	339.39	1,573.14	15.00	-1,558.14	***	***	*** %
	Fund Total:	7,839.39	22,529.61	823,189.00	800,659.39	3	3	3 %

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CITY OF BOULDER
Statement of Revenue Budget vs Actuals
For the Accounting Period: 2 / 23

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Fund	Account	Received		Estimated Revenue	Revenue		%
		Current Month	Received YTD		To Be Received	Received	
2190 COMPREHENSIVE LIABILITY							
310000 TAXES							
	311010 Real Property Taxes	0.00	573.56	0.00	-573.56	**	%
	311020 Personal Property Taxes	3.82	57.69	0.00	-57.69	**	%
	311030 Motor Vehicle Taxes	192.92	1,479.21	0.00	-1,479.21	**	%
	312000 Penalty & Interest on Delinquent Taxes	3.36	67.45	0.00	-67.45	**	%
	Account Group Total:	200.10	2,177.91	0.00	-2,177.91	**	%
	Fund Total:	200.10	2,177.91	0.00	-2,177.91	**	%
2220 LIBRARY							
310000 TAXES							
	311010 Real Property Taxes	20.37	2,510.99	3,810.00	1,299.01	66	%
	311020 Personal Property Taxes	3.10	43.23	55.00	11.77	79	%
	311030 Motor Vehicle Taxes	157.36	1,206.54	1,700.00	493.46	71	%
	312000 Penalty & Interest on Delinquent Taxes	1.38	27.68	40.00	12.32	69	%
	Account Group Total:	182.21	3,788.44	5,605.00	1,816.56	68	%
	Fund Total:	182.21	3,788.44	5,605.00	1,816.56	68	%
2250 SUBDIVISION FEES							
340000 Charges for Services							
	344036 SUBDIVISION FEES	565.00	9,573.07	10,000.00	426.93	96	%
	Account Group Total:	565.00	9,573.07	10,000.00	426.93	96	%
	Fund Total:	565.00	9,573.07	10,000.00	426.93	96	%
2370 P.E.R.S. - EMPLOYER CONTRIBUTION							
310000 TAXES							
	311010 Real Property Taxes	0.00	74.57	3,963.00	3,888.43	2	%
	311020 Personal Property Taxes	1.03	19.11	185.00	165.89	10	%
	312000 Penalty & Interest on Delinquent Taxes	5.82	116.71	179.00	62.29	65	%
	Account Group Total:	6.85	210.39	4,327.00	4,116.61	5	%
	Fund Total:	6.85	210.39	4,327.00	4,116.61	5	%
2371 HEALTH INSURANCE - EMPLOYER CONTRIBUTION							
310000 TAXES							
	311010 Real Property Taxes	0.00	139.00	4,836.00	4,697.00	3	%
	311020 Personal Property Taxes	3.83	34.44	230.00	195.56	15	%
	312000 Penalty & Interest on Delinquent Taxes	6.45	129.29	198.00	68.71	65	%
	Account Group Total:	10.28	302.73	5,264.00	4,961.27	6	%

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CITY OF BOULDER
Statement of Revenue Budget vs Actuals
For the Accounting Period: 2 / 23

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Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
1000 GENERAL						
310000 TAXES						
	311010 Real Property Taxes	1,108.90	131,067.76	207,461.00	76,393.24	63 %
	311020 Personal Property Taxes	125.74	1,765.46	1,500.00	-265.46	118 %
	311030 Motor Vehicle Taxes	6,762.76	51,853.52	75,000.00	23,146.48	69 %
	312000 Penalty & Interest on Delinquent Taxes	29.47	591.04	900.00	308.96	66 %
	314140 Local Option Tax	1,881.19	13,410.64	17,000.00	3,589.36	79 %
	Account Group Total:	9,908.06	198,688.42	301,861.00	103,172.58	66 %
320000 LICENSES AND PERMITS						
	322010 Alcoholic Beverage Licenses and Permits	0.00	0.00	600.00	600.00	0 %
	322020 Business License	70.00	5,515.00	5,900.00	385.00	93 %
	323010 Building & Related Permits	0.00	725.00	1,350.00	625.00	54 %
	323030 Animal Licenses	140.00	665.00	800.00	135.00	83 %
	Account Group Total:	210.00	6,905.00	8,650.00	1,745.00	80 %
330000 INTERGOVERNMENTAL REVENUES						
	335110 Live Card Game Table Permit	0.00	150.00	300.00	150.00	50 %
	335120 Video Gaming Machine Permits	0.00	3,700.00	3,500.00	-200.00	106 %
	335230 HOUSE BILL #124 ENTIREMENT	0.00	95,972.08	191,944.00	95,971.92	50 %
	Account Group Total:	0.00	99,822.08	195,744.00	95,921.92	51 %
340000 Charges for Services						
	342020 Special Fire Services (Fire Protection)	0.00	3,200.00	3,200.00	0.00	100 %
	343320 Sale of Cemetary Plots	0.00	0.00	1,200.00	1,200.00	0 %
	343340 Cemetary Opening and Closing	0.00	0.00	263.00	263.00	0 %
	Account Group Total:	0.00	3,200.00	4,663.00	1,463.00	69 %
350000 FINES AND FORFEITURES						
	351030 City Courts	1,645.00	5,535.00	5,000.00	-535.00	111 %
	351040 CODE ENFORCEMENT FINES/FEES	0.00	0.00	500.00	500.00	0 %
	Account Group Total:	1,645.00	5,535.00	5,500.00	-35.00	101 %
360000 MISCELLANEOUS REVENUE						
	362000 Other Miscellaneous Revenue	95.59	1,214.76	1,655.00	440.24	73 %
	365000 Contributions and Donations	0.00	1,126.00	1,000.00	-126.00	113 %
	Account Group Total:	95.59	2,340.76	2,655.00	314.24	88 %
370000 INVESTMENT EARNINGS						
	371010 Investment Earnings	355.05	1,528.86	50.00	-1,478.86	*** %
	Account Group Total:	355.05	1,528.86	50.00	-1,478.86	*** %
380000 OTHER FINANCING SOURCES						
	382000 Proceeds of General Fixed Asset Disposition	0.00	0.00	49,075.00	49,075.00	0 %
	Account Group Total:	0.00	0.00	49,075.00	49,075.00	0 %
	Fund Total:	12,213.70	318,020.12	568,198.00	250,177.88	56 %

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CITY OF BOULDER
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 2 / 23

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Fund Account Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	Committed %
1000 GENERAL						
410000 GENERAL GOVERNMENT						
410100 Legislative Services	0.00	1,890.00	3,780.00	3,780.00	1,890.00	50 %
100 SALARIES, WAGES,	0.00	16.12	40.00	40.00	23.88	40 %
142 Workers' Compensation	0.00	117.18	260.00	260.00	142.82	45 %
143 Social Security	0.00	27.40	60.00	60.00	32.60	46 %
144 Medicare	0.00	40.36	85.00	85.00	44.64	47 %
147 P.E.R.S.	0.00	407.52	900.00	900.00	492.48	45 %
330 Publicity, Subscriptions & Dues	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
370 Travel	0.00	0.00	7,125.00	7,125.00	4,526.42	35 %
Account Total:	0.00	2,498.58	7,125.00	7,125.00	4,526.42	35 %
410200 Executive Services						
100 SALARIES, WAGES,	0.00	1,250.00	2,500.00	2,500.00	1,250.00	50 %
142 Workers' Compensation	0.00	10.64	30.00	30.00	19.36	35 %
143 Social Security	0.00	77.50	170.00	170.00	92.50	46 %
144 Medicare	0.00	18.12	40.00	40.00	21.88	45 %
330 Publicity, Subscriptions & Dues	0.00	0.00	200.00	200.00	200.00	0 %
370 Travel	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
Account Total:	0.00	1,356.26	3,940.00	3,940.00	2,583.74	34 %
410360 City/Municipal Court						
100 SALARIES, WAGES,	429.80	3,566.15	7,000.00	7,000.00	3,433.85	51 %
120 Overtime	0.00	87.53	380.00	380.00	292.47	23 %
141 Unemployment Insurance	2.38	20.10	40.00	40.00	19.90	50 %
142 Workers' Compensation	1.54	12.77	25.00	25.00	12.23	51 %
143 Social Security	26.40	224.49	450.00	450.00	225.51	50 %
144 Medicare	6.19	52.54	105.00	105.00	52.46	50 %
147 P.E.R.S.	38.55	327.83	665.00	665.00	337.17	49 %
148 Health Insurance	66.15	529.19	793.00	793.00	263.81	67 %
151 Supp Life	0.57	4.51	7.00	7.00	2.49	64 %
220 Operating Supplies	0.00	67.15	500.00	500.00	432.85	13 %
311 Postage	0.00	96.02	400.00	400.00	303.98	24 %
330 Publicity, Subscriptions & Dues	0.00	300.00	750.00	750.00	450.00	40 %
350 Professional Services	675.00	10,537.50	27,000.00	27,000.00	16,462.50	39 %
370 Travel	0.00	487.36	500.00	500.00	12.64	97 %
394 Jury and Witness Fees	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
Account Total:	1,246.58	16,313.14	39,615.00	39,615.00	23,301.86	41 %
410370 Victim Advocacy Surcharge						
350 Professional Services	80.00	633.00	1,200.00	1,200.00	567.00	53 %
Account Total:	80.00	633.00	1,200.00	1,200.00	567.00	53 %
410400 Administrative Services						
100 SALARIES, WAGES,	128.75	1,207.60	2,150.00	2,150.00	942.40	56 %
120 Overtime	0.00	0.00	20.00	20.00	20.00	0 %
141 Unemployment Insurance	0.70	6.64	12.00	12.00	5.36	55 %
142 Workers' Compensation	0.45	4.28	10.00	10.00	5.72	43 %
143 Social Security	7.86	73.82	135.00	135.00	61.18	55 %
144 Medicare	1.85	17.27	35.00	35.00	17.73	49 %
147 P.E.R.S.	11.56	96.59	195.00	195.00	98.41	50 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	Committed %
1000 GENERAL							
410500	Financial Services	1,116.22	9,281.53	18,020.00	18,020.00	8,738.47	52 %
100	SALARIES, WAGES,	0.00	174.31	790.00	790.00	615.69	22 %
120	Overtime	6.14	52.02	105.00	105.00	52.98	50 %
141	Unemployment Insurance	3.95	33.49	60.00	60.00	26.51	56 %
142	Workers' Compensation	68.45	580.18	1,160.00	1,160.00	579.82	50 %
143	Social Security	16.02	135.69	270.00	270.00	134.31	50 %
144	Medicare	100.12	848.15	1,690.00	1,690.00	841.85	50 %
147	P.E.R.S.	198.31	1,586.52	2,380.00	2,380.00	793.48	67 %
148	Health Insurance	1.68	13.42	20.00	20.00	6.58	67 %
151	Supp Life	0.00	0.00	600.00	600.00	0.00	0 %
220	Operating Supplies	0.00	96.00	300.00	300.00	204.00	32 %
311	Postage	0.00	50.00	500.00	500.00	450.00	10 %
330	Publicity, Subscriptions & Dues	0.00	436.05	3,500.00	3,500.00	1,141.75	67 %
340	Utility Services	100.07	2,886.30	5,000.00	5,000.00	2,113.70	58 %
350	Professional Services	41.15	329.20	494.00	494.00	164.80	67 %
351	Medical, Dental, Veterinary Services	0.00	23.38	200.00	200.00	176.62	12 %
370	Travel	0.00	0.00	0.00	0.00	0.00	0 %
	Account Total:	2,088.16	18,448.44	35,089.00	35,089.00	16,640.56	53 %
410530	Auditing	0.00	0.00	250.00	250.00	250.00	0 %
331	Publication of Formal & Legal Notices	4,370.00	4,370.00	5,000.00	5,000.00	630.00	87 %
350	Professional Services	4,370.00	4,370.00	5,250.00	5,250.00	880.00	83 %
	Account Total:	4,370.00	4,370.00	5,250.00	5,250.00	880.00	83 %
410600	Elections	0.00	0.00	400.00	400.00	400.00	0 %
331	Publication of Formal & Legal Notices	0.00	0.00	300.00	300.00	300.00	0 %
359	Elections	0.00	0.00	700.00	700.00	700.00	0 %
	Account Total:	0.00	0.00	700.00	700.00	700.00	0 %
411100	Legal Services-Civil & Criminal	3,088.95	13,160.62	36,000.00	36,000.00	22,839.38	37 %
350	Professional Services	3,088.95	13,160.62	36,000.00	36,000.00	22,839.38	37 %
	Account Total:	3,088.95	13,160.62	36,000.00	36,000.00	22,839.38	37 %
411101	Legal Services-Criminal	0.00	663.75	0.00	0.00	-663.75	*** %
350	Professional Services	0.00	663.75	0.00	0.00	-663.75	*** %
	Account Total:	0.00	663.75	0.00	0.00	-663.75	*** %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	Committed %
1000	GENERAL						
411200	Facilities Administration						
220	Operating Supplies	25.00	468.31	2,000.00	2,000.00	1,531.69	23 %
230	Repair and Maintenance Supplies	0.00	0.00	3,000.00	3,000.00	3,000.00	0 %
340	Utility Services	82.00	658.00	1,200.00	1,200.00	542.00	55 %
350	Professional Services	0.00	1,604.31	3,000.00	3,000.00	1,395.69	53 %
590	Other Fixed Charges	0.00	307.69	500.00	500.00	192.31	62 %
	Account Total:	263.33	3,038.31	9,700.00	9,700.00	6,661.69	31 %
	Account Group Total:	11,733.41	65,733.63	151,281.00	151,281.00	85,547.37	43 %
420000	PUBLIC SAFETY						
420100	Law Enforcement Services						
350	Professional Services	0.00	190,000.00	190,000.00	190,000.00	0.00	100 %
	Account Total:	0.00	190,000.00	190,000.00	190,000.00	0.00	100 %
420180	CODE ENFORCEMENT OFFICER						
100	SALARIES, WAGES,	2,062.50	8,994.25	28,593.00	28,593.00	19,598.75	31 %
141	Unemployment Insurance	11.35	49.47	157.00	157.00	107.53	32 %
142	Workers' Compensation	85.21	371.57	1,183.00	1,183.00	811.43	31 %
143	Social Security	127.88	557.66	1,773.00	1,773.00	1,215.34	31 %
144	Medicare	29.91	130.43	415.00	415.00	284.57	31 %
147	P. E. R. S.	185.01	806.80	2,565.00	2,565.00	1,758.20	31 %
212	Small Items of Equipment	0.00	1,830.00	1,500.00	1,500.00	-330.00	122 %
220	Operating Supplies	24.36	317.19	500.00	500.00	182.81	63 %
231	Gas, Oil, Diesel Fuel, Grease, etc.	16.24	32.30	1,500.00	1,500.00	1,483.76	1 %
330	Publicity, Subscriptions & Dues	0.00	150.00	0.00	0.00	-150.00	*** %
331	Publication of Formal & Legal Notices	0.00	276.11	500.00	500.00	223.89	55 %
340	Utility Services	51.75	20.00	0.00	0.00	-20.00	*** %
350	Professional Services	0.00	20.00	0.00	0.00	-20.00	*** %
	Account Total:	2,594.21	13,552.02	38,686.00	38,686.00	25,133.98	35 %
420400	Fire Protection & Control						
100	SALARIES, WAGES,	200.00	1,500.00	2,400.00	2,400.00	900.00	63 %
141	Unemployment Insurance	1.10	8.25	13.00	13.00	4.75	63 %
142	Workers' Compensation	0.00	378.98	725.00	725.00	346.02	52 %
143	Social Security	12.40	93.00	149.00	149.00	56.00	62 %
144	Medicare	2.90	21.75	35.00	35.00	13.25	62 %
147	P. E. R. S.	17.94	134.55	220.00	220.00	85.45	61 %
220	Operating Supplies	0.00	548.47	9,200.00	9,200.00	8,651.53	6 %
230	Repair and Maintenance Supplies	0.00	535.00	2,000.00	2,000.00	1,465.00	27 %
231	Gas, Oil, Diesel Fuel, Grease, etc.	0.00	402.15	1,000.00	1,000.00	597.85	40 %
335	Membership & Registration Fees	0.00	0.00	500.00	500.00	500.00	0 %
340	Utility Services	407.24	2,537.04	3,700.00	3,700.00	1,162.96	69 %
350	Professional Services	19.50	1,654.86	3,000.00	3,000.00	1,345.14	55 %
590	Other Fixed Charges	0.00	404.88	500.00	500.00	95.12	81 %
940	Machinery & Equipment	0.00	3,227.18	8,000.00	8,000.00	4,772.82	40 %
	Account Total:	661.08	11,446.11	31,442.00	31,442.00	19,995.89	36 %

Fund Account	Object	Committed		YTD		Original		Current		Available		%
		Current Month	YTD	YTD	Appropriation	Appropriation	Appropriation	Committed				
1000 GENERAL												
426180	Interlocal Dispatch Agreement/JeffCo	0.00	0.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	0.00	8,000.00	0.00	0.00
390	Other Purchased Services	0.00	0.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	0.00	8,000.00	0.00	0.00
	Account Total:											
	Account Group Total:	3,255.29	214,998.13	268,128.00	268,128.00	53,129.87	80.00					
430000 Public Works												
430200	Road & Street Services	1,162.48	9,220.73	18,630.00	18,630.00	9,409.27	49.00					
100	SALARIES, WAGES,	0.00	34.66	290.00	290.00	255.34	12.00					
120	Overtime	6.39	50.95	105.00	105.00	54.05	49.00					
141	Unemployment Insurance	19.16	155.48	325.00	325.00	169.52	48.00					
142	Workers' Compensation	68.77	547.28	1,125.00	1,125.00	577.72	49.00					
143	Social Security	16.05	127.95	265.00	265.00	137.05	48.00					
144	Medicare	104.25	830.14	1,700.00	1,700.00	869.86	49.00					
147	P.E.R.S.	66.10	528.73	1,586.00	1,586.00	1,057.27	33.00					
148	Health Insurance	1.54	12.30	21.00	21.00	8.70	59.00					
151	Supp Life	0.00	2,832.74	8,500.00	8,500.00	5,667.26	33.00					
220	Operating Supplies	0.00	195.25	21,000.00	21,000.00	20,804.75	1.00					
230	Repair and Maintenance Supplies	508.35	4,352.94	8,000.00	8,000.00	3,647.06	54.00					
231	Gas, Oil, Diesel Fuel, Grease, etc.	88.70	455.54	1,300.00	1,300.00	844.46	35.00					
340	Utility Services	1,200.00	4,580.00	12,000.00	12,000.00	7,420.00	38.00					
350	Professional Services	0.00	0.00	5,000.00	5,000.00	5,000.00	0.00					
450	Raw Materials	0.00	332.50	0.00	0.00	-332.50	0.00					
533	Rental-Machinery and Equip	1,044.21	1,044.21	0.00	0.00	-1,044.21	0.00					
940	Machinery & Equipment	4,286.00	25,301.40	79,847.00	79,847.00	54,545.60	32.00					
	Account Total:											
430263	Street Lighting	0.00	0.00	500.00	500.00	500.00	0.00					
230	Repair and Maintenance Supplies	1,693.02	11,366.36	17,500.00	17,500.00	6,133.64	65.00					
340	Utility Services	1,693.02	11,366.36	18,000.00	18,000.00	6,633.64	63.00					
	Account Total:											
430300	Airport	0.00	1,896.00	1,896.00	1,896.00	0.00	100.00					
513	Liability	0.00	1,896.00	1,896.00	1,896.00	0.00	100.00					
	Account Total:											
	Account Group Total:	5,979.02	38,563.76	99,743.00	99,743.00	61,179.24	39.00					
440000 PUBLIC HEALTH												
440600	Animal Control Services	125.24	255.49	100.00	100.00	-155.49	255.00					
220	Operating Supplies	125.24	255.49	100.00	100.00	-155.49	255.00					
	Account Total:											
	Account Group Total:	125.24	255.49	100.00	100.00	-155.49	255.00					
450000 Social and Economic Services												
450610	Day Care Centers	270.14	839.19	4,500.00	4,500.00	3,660.81	19.00					
340	Utility Services	0.00	630.00	0.00	0.00	-630.00	0.00					
350	Professional Services	0.00	0.00	300.00	300.00	300.00	0.00					
590	Other Fixed Charges	270.14	1,469.19	4,800.00	4,800.00	3,330.81	31.00					
	Account Total:											
	Account Group Total:	270.14	1,469.19	4,800.00	4,800.00	3,330.81	31.00					

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	Committed %
1000 GENERAL							
460000 CULTURE AND RECREATION							
460430 Parks							
100	SALARIES, WAGES,	610.10	5,083.47	18,630.00	18,630.00	13,546.53	27 %
120	Overtime	0.00	0.00	290.00	290.00	290.00	0 %
141	Unemployment Insurance	3.36	27.96	105.00	105.00	77.04	27 %
142	Workers' Compensation	10.15	85.17	320.00	320.00	234.83	27 %
143	Social Security	37.82	315.18	1,125.00	1,125.00	809.82	28 %
144	Medicare	8.85	73.69	265.00	265.00	191.31	28 %
147	P.F.R.S.	54.72	455.95	1,700.00	1,700.00	1,244.05	27 %
148	Health Insurance	0.00	0.00	1,586.00	1,586.00	1,586.00	0 %
151	Supp Life	0.98	7.85	21.00	21.00	13.15	37 %
220	Operating Supplies	570.53	2,755.47	3,000.00	3,000.00	244.53	92 %
230	Repair and Maintenance Supplies	0.00	62.42	8,000.00	8,000.00	7,937.58	1 %
231	Gas, Oil, Diesel Fuel, Grease, etc.	130.72	1,119.33	3,000.00	3,000.00	1,880.67	37 %
240	Tools	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
330	Publicity, Subscriptions & Dues	0.00	75.00	0.00	0.00	-75.00	*** %
340	Utility Services	471.18	3,955.76	8,000.00	8,000.00	4,044.24	49 %
350	Professional Services	145.00	3,351.35	5,000.00	5,000.00	1,648.65	67 %
450	Raw Materials	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
533	Rental-Machinery and Equip	0.00	85.50	2,000.00	2,000.00	1,914.50	4 %
590	Other Fixed Charges	0.00	307.69	500.00	500.00	192.31	62 %
930	Improvements Other than Buildings	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
940	Machinery & Equipment	268.50	268.50	0.00	0.00	-268.50	*** %
	Account Total:	2,311.91	18,030.29	66,542.00	66,542.00	48,511.71	27 %
490000 DEBT SERVICE							
490540 INTERCAP (POLICE VEH/ROOF)							
610	Principal	0.00	7,737.08	7,741.00	7,741.00	3.92	100 %
620	Interest	0.00	210.55	212.00	212.00	1.45	99 %
	Account Total:	0.00	7,947.63	7,953.00	7,953.00	5.37	100 %
510000 MISCELLANEOUS							
510330 Comprehensive Liability Insurance							
510	Insurance	0.00	6,756.85	6,421.00	6,421.00	-335.85	105 %
513	Liability	0.00	2,647.60	5,250.00	5,250.00	2,602.40	50 %
	Account Total:	0.00	9,404.45	11,671.00	11,671.00	2,266.55	81 %
	Account Group Total:	0.00	7,947.63	7,953.00	7,953.00	5.37	100 %
	Account Group Total:	0.00	9,404.45	11,671.00	11,671.00	2,266.55	81 %
	Fund Total:	23,675.01	356,402.57	610,218.00	610,218.00	253,815.43	58 %

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CITY OF BOULDER
Statement of Expenditure - Budget vs. Actual Report
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Fund Account	Object	Committed	Committed	Original	Current	Available	%
		Current Month	YTD	Appropriation	Appropriation	Appropriation	
2220 LIBRARY							
460000 CULTURE AND RECREATION							
460100	Library Services	559.19	3,798.77	6,000.00	6,000.00	2,201.23	63 %
	340 Utility Services	0.00	232.69	325.00	325.00	92.31	72 %
	590 Other Fixed Charges	559.19	4,031.46	6,325.00	6,325.00	2,293.54	64 %
	Account Total:						
	Account Group Total:	559.19	4,031.46	6,325.00	6,325.00	2,293.54	64 %
	Fund Total:	559.19	4,031.46	6,325.00	6,325.00	2,293.54	64 %
2250 SUBDIVISION FEES							
410000 GENERAL GOVERNMENT							
411050 SUBDIVISION FEES							
	331 Publication of Formal & Legal Notices	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	350 Professional Services	525.00	3,125.00	15,000.00	15,000.00	11,875.00	21 %
	Account Total:	525.00	3,125.00	16,000.00	16,000.00	12,875.00	20 %
	Account Group Total:	525.00	3,125.00	16,000.00	16,000.00	12,875.00	20 %
	Fund Total:	525.00	3,125.00	16,000.00	16,000.00	12,875.00	20 %
2251 ANNEXATION PLANNING FEES							
410000 GENERAL GOVERNMENT							
411000 Planning & Research Services							
	330 Publicity, Subscriptions & Dues	0.00	15.00	0.00	0.00	-15.00	*** %
	350 Professional Services	2,505.00	4,410.00	10,000.00	10,000.00	5,590.00	44 %
	Account Total:	2,505.00	4,425.00	10,000.00	10,000.00	5,575.00	44 %
	Account Group Total:	2,505.00	4,425.00	10,000.00	10,000.00	5,575.00	44 %
	Fund Total:	2,505.00	4,425.00	10,000.00	10,000.00	5,575.00	44 %
2386 MT DOC GRANTS							
470000 Housing and Community Development							
470330 SW Montana Grant							
	850 RLF Bank Charges	0.00	0.00	5.00	5.00	5.00	0 %
	Account Total:	0.00	0.00	5.00	5.00	5.00	0 %
	Account Group Total:	0.00	0.00	5.00	5.00	5.00	0 %
	Fund Total:	0.00	0.00	5.00	5.00	5.00	0 %

2752 Perpetual Care Expendable

430000 Public Works

430900 Cemetery Services

Fund Account Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
100 SALARIES, WAGES,	174.40	1,453.74	15,865.00	15,865.00	14,411.26	9 %
120 Overtime	0.00	0.00	295.00	295.00	295.00	0 %
141 Unemployment Insurance	0.96	7.96	90.00	90.00	82.04	9 %
142 Workers' Compensation	2.91	24.32	240.00	240.00	215.68	10 %
143 Social Security	10.81	90.14	955.00	955.00	864.86	9 %
144 Medicare	2.53	21.11	225.00	225.00	203.89	9 %
147 P.E.R.S.	15.65	130.46	1,450.00	1,450.00	1,319.54	9 %
148 Health Insurance	0.00	0.00	1,590.00	1,590.00	1,590.00	0 %
151 Supp Life	0.27	2.21	21.00	21.00	18.79	11 %
220 Operating Supplies	96.28	380.14	8,000.00	8,000.00	7,619.86	5 %
230 Repair and Maintenance Supplies	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
231 Gas, Oil, Diesel Fuel, Grease, etc.	14.53	124.38	1,450.00	1,450.00	1,325.62	9 %
330 Publicity, Subscriptions & Dues	0.00	60.00	0.00	0.00	-60.00	*** %
331 Publication of Formal & Legal Notices	0.00	0.00	75.00	75.00	75.00	0 %
340 Utility Services	19.08	138.20	400.00	400.00	261.80	35 %
350 Professional Services	680.00	2,742.09	5,000.00	5,000.00	2,257.91	55 %
533 Rental-Machinery and Equip	0.00	879.50	4,000.00	4,000.00	3,120.50	22 %
590 Other Fixed Charges	0.00	7.50	50.00	50.00	42.50	15 %
805 Refund of Overpayments	0.00	650.00	0.00	0.00	-650.00	*** %
940 Machinery & Equipment	29.83	29.83	0.00	0.00	-29.83	*** %
950 Construction on Capital Project	0.00	0.00	12,000.00	12,000.00	12,000.00	0 %
Account Total:	1,047.25	6,741.58	53,206.00	53,206.00	46,464.42	13 %
Account Group Total:	1,047.25	6,741.58	53,206.00	53,206.00	46,464.42	13 %
Fund Total:	1,047.25	6,741.58	53,206.00	53,206.00	46,464.42	13 %

2760 Swimming Pool

460000 CULTURE AND RECREATION

460445 Swimming Pool

100 SALARIES, WAGES,	201.40	10,634.44	25,975.00	25,975.00	15,340.56	41 %
120 Overtime	0.00	27.11	85.00	85.00	57.89	32 %
141 Unemployment Insurance	1.10	58.65	142.00	142.00	83.35	41 %
142 Workers' Compensation	3.44	182.05	445.00	445.00	262.95	41 %
143 Social Security	12.33	659.80	1,615.00	1,615.00	955.20	41 %
144 Medicare	2.88	154.35	380.00	380.00	225.65	41 %
147 P.E.R.S.	18.06	273.97	860.00	860.00	586.03	32 %
148 Health Insurance	39.64	317.38	397.00	397.00	79.62	80 %
151 Supp Life	0.32	2.66	6.00	6.00	3.34	44 %
213 Pool Toys	0.00	0.00	500.00	500.00	500.00	0 %
220 Operating Supplies	0.00	604.86	450.00	450.00	-154.86	134 %
222 Chemicals	0.00	29.99	1,500.00	1,500.00	1,470.01	2 %
226 Clothing and Uniforms	0.00	0.00	300.00	300.00	300.00	0 %
230 Repair and Maintenance Supplies	0.00	0.00	500.00	500.00	500.00	0 %
330 Publicity, Subscriptions & Dues	0.00	13.20	0.00	0.00	-13.20	*** %
331 Publication of Formal & Legal Notices	0.00	0.00	50.00	50.00	50.00	0 %
335 Membership & Registration Fees	0.00	200.00	400.00	400.00	200.00	50 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	Committed %
2760 Swimming Pool							
340	Utility Services	65.25	4,107.95	3,000.00	3,000.00	-1,107.95	137 %
345	Telephone & Telegraph	0.00	0.00	260.00	260.00	260.00	0 %
350	Professional Services	19.18	4,118.33	500.00	500.00	-3,618.33	824 %
370	Travel	0.00	0.00	400.00	400.00	400.00	0 %
380	Training Services	0.00	0.00	500.00	500.00	500.00	0 %
510	Insurance	0.00	530.56	531.00	531.00	0.44	100 %
513	Liability	0.00	264.76	400.00	400.00	135.24	66 %
940	Machinery & Equipment	0.00	12,954.96	13,000.00	13,000.00	45.04	100 %
	Account Total:	363.60	35,135.02	52,196.00	52,196.00	17,060.98	67 %
	Account Group Total:	363.60	35,135.02	52,196.00	52,196.00	17,060.98	67 %
	Fund Total:	363.60	35,135.02	52,196.00	52,196.00	17,060.98	67 %
2820 OLD GAS TAX APPORTIONMENT							
430000 Public Works							
430200	Road & Street Services	0.00	0.00	22,752.00	22,752.00	22,752.00	0 %
369	Road and Street Maintenance	0.00	5,000.00	5,000.00	5,000.00	0.00	100 %
533	Rental-Machinery and Equip	1,049.98	2,099.96	2,583.00	2,583.00	483.04	81 %
940	Machinery & Equipment	1,049.98	7,099.96	30,335.00	30,335.00	23,235.04	23 %
	Account Total:	1,049.98	7,099.96	30,335.00	30,335.00	23,235.04	23 %
	Account Group Total:	1,049.98	7,099.96	30,335.00	30,335.00	23,235.04	23 %
	Fund Total:	1,049.98	7,099.96	30,335.00	30,335.00	23,235.04	23 %
2990 ARPA FUNDS							
410000 GENERAL GOVERNMENT							
410510	Administration	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
350	Professional Services	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
	Account Total:	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
	Account Group Total:	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
420000 PUBLIC SAFETY							
420400	Fire Protection & Control	0.00	3,207.71	7,500.00	7,500.00	4,292.29	43 %
940	Machinery & Equipment	0.00	3,207.71	7,500.00	7,500.00	4,292.29	43 %
	Account Total:	0.00	3,207.71	7,500.00	7,500.00	4,292.29	43 %
	Account Group Total:	0.00	3,207.71	7,500.00	7,500.00	4,292.29	43 %
430000 Public Works							
430520	Water Facilities	0.00	0.00	933,208.00	933,208.00	933,208.00	0 %
350	Professional Services	0.00	0.00	933,208.00	933,208.00	933,208.00	0 %
	Account Total:	0.00	0.00	933,208.00	933,208.00	933,208.00	0 %
	Account Group Total:	0.00	0.00	933,208.00	933,208.00	933,208.00	0 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	Committed %
2990 ARPA FUNDS							
450000 Social and Economic Services							
450610	Day Care Centers		11,520.02	15,956.00	15,956.00	4,435.98	72 %
	940 Machinery & Equipment	7,395.00	11,520.02	15,956.00	15,956.00	4,435.98	72 %
	Account Total:	7,395.00	11,520.02	15,956.00	15,956.00	4,435.98	72 %
	Account Group Total:	7,395.00	11,520.02	15,956.00	15,956.00	4,435.98	72 %
460000 CULTURE AND RECREATION							
460440	Participant Recreation		5,000.00	5,000.00	5,000.00	-5,000.00	*** %
930	Improvements Other than Buildings	0.00	5,000.00	5,000.00	5,000.00	-5,000.00	*** %
	Account Total:	0.00	5,000.00	5,000.00	5,000.00	-5,000.00	*** %
	Account Group Total:	0.00	5,000.00	5,000.00	5,000.00	-5,000.00	*** %
470000 Housing and Community Development							
470120	Facilities		0.00	50,000.00	50,000.00	50,000.00	0 %
940	Machinery & Equipment	0.00	0.00	50,000.00	50,000.00	50,000.00	0 %
	Account Total:	0.00	0.00	50,000.00	50,000.00	50,000.00	0 %
	Account Group Total:	0.00	0.00	50,000.00	50,000.00	50,000.00	0 %
	Fund Total:	7,395.00	19,727.73	1,021,664.00	1,016,664.00	996,936.27	2 %
5210 WATER UTILITY							
430000 Public Works							
430520	Water Facilities		40,758.59	62,375.00	62,375.00	21,616.41	65 %
100	SALARIES, WAGES,	5,108.89	368.37	975.00	975.00	606.63	38 %
120	Overtime	0.00	226.18	350.00	350.00	123.82	65 %
141	Unemployment Insurance	28.10	84.87	1,075.00	1,075.00	379.66	65 %
142	Workers' Compensation	84.87	695.34	3,765.00	3,765.00	1,343.88	64 %
143	Social Security	300.66	2,421.12	880.00	880.00	313.76	64 %
144	Medicare	70.34	566.24	5,685.00	5,685.00	1,995.92	65 %
147	P.E.R.S.	458.28	4,865.05	5,552.00	5,552.00	686.95	88 %
148	Health Insurance	608.13	54.70	72.00	72.00	17.30	76 %
151	Supp Life	6.85	19,262.50	45,000.00	45,000.00	737.50	43 %
220	Operating Supplies	1,671.11	1,081.99	4,500.00	4,500.00	3,418.01	24 %
230	Repair and Maintenance Supplies	27.49	3,109.25	8,700.00	8,700.00	5,590.75	36 %
231	Gas, Oil, Diesel Fuel, Grease, etc.	363.11	0.00	2,500.00	2,500.00	2,500.00	0 %
240	Tools	0.00	351.44	0.00	0.00	-351.44	*** %
311	Postage	0.00	1,048.25	2,000.00	2,000.00	951.75	52 %
330	Publicity, Subscriptions & Dues	926.25	24,488.86	38,000.00	38,000.00	13,511.14	64 %
340	Utility Services	2,477.88	46,082.36	125,000.00	125,000.00	78,917.64	37 %
350	Professional Services	23,535.61	0.00	1,500.00	1,500.00	1,500.00	0 %
370	Travel	0.00	3,338.59	3,340.00	3,340.00	1.41	100 %
510	Insurance	0.00	4,633.30	6,000.00	6,000.00	1,366.70	77 %
513	Liability	0.00	237.50	4,000.00	4,000.00	3,762.50	6 %
533	Rental-Machinery and Equip	0.00	1,112.00	1,300.00	1,300.00	188.00	86 %
545	State Water Users Fee	0.00	45.00	150.00	150.00	105.00	30 %
590	Other Fixed Charges	0.00	745.84	50,000.00	50,000.00	45,754.16	8 %
940	Machinery & Equipment	745.84	4,245.84	50,000.00	50,000.00	45,754.16	8 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	Committed %
5210 WATER UTILITY							
		36,413.41	162,681.55	372,719.00	372,719.00	210,037.45	44 %
		Account Total:					
430570 Water Customer Accounting & Collection							
100	SALARIES, WAGES,	2,425.51	20,198.15	37,690.00	37,690.00	17,491.85	54 %
120	Overtime	0.00	283.05	1,300.00	1,300.00	1,016.95	22 %
141	Unemployment Insurance	13.34	112.64	215.00	215.00	102.36	52 %
142	Workers' Compensation	8.59	72.62	125.00	125.00	52.38	58 %
143	Social Security	148.52	1,255.02	2,395.00	2,395.00	1,139.98	52 %
144	Medicare	34.72	293.49	560.00	560.00	266.51	52 %
147	P.E.R.S.	217.57	1,837.15	3,500.00	3,500.00	1,662.85	52 %
148	Health Insurance	479.26	3,833.84	5,751.00	5,751.00	1,917.16	67 %
151	Supp Life	4.06	32.51	49.00	49.00	16.49	66 %
220	Operating Supplies	0.00	560.34	750.00	750.00	189.66	75 %
311	Postage	107.75	1,276.53	1,800.00	1,800.00	523.47	71 %
330	Publicity, Subscriptions & Dues	47.67	418.61	500.00	500.00	81.39	84 %
350	Professional Services	6,959.97	16,010.96	30,000.00	30,000.00	13,989.04	53 %
370	Travel	0.00	23.38	500.00	500.00	476.62	5 %
805	Refund of Overpayments:	0.00	0.00	300.00	300.00	300.00	0 %
Account Total:		10,446.96	46,208.29	85,435.00	85,435.00	39,226.71	54 %
Account Group Total:		46,860.37	208,889.84	458,154.00	458,154.00	249,264.16	46 %
490000 DEBT SERVICE							
490500 Other Debt Service Payments		0.00	0.00	181,912.00	181,912.00	181,912.00	0 %
610 Principal		0.00	0.00	181,912.00	181,912.00	181,912.00	0 %
Account Total:		0.00	0.00	181,912.00	181,912.00	181,912.00	0 %
Account Group Total:		0.00	0.00	181,912.00	181,912.00	181,912.00	0 %
Fund Total:		46,860.37	208,889.84	640,066.00	640,066.00	431,176.16	33 %
5310 SEWER UTILITY							
430000 Public Works							
430620 Sewer Facilities							
100	SALARIES, WAGES,	5,108.28	40,755.82	62,375.00	62,375.00	21,619.18	65 %
120	Overtime	0.00	368.06	975.00	975.00	606.94	38 %
141	Unemployment Insurance	28.10	226.18	350.00	350.00	123.82	65 %
142	Workers' Compensation	84.87	695.31	1,075.00	1,075.00	379.69	65 %
143	Social Security	300.62	2,420.92	3,765.00	3,765.00	1,344.08	64 %
144	Medicare	70.33	566.19	880.00	880.00	313.81	64 %
147	P.E.R.S.	458.22	3,688.81	5,685.00	5,685.00	1,996.19	65 %
148	Health Insurance	608.13	4,864.84	5,552.00	5,552.00	687.16	88 %
151	Supp Life	6.84	54.68	72.00	72.00	17.32	76 %
220	Operating Supplies	271.71	3,940.99	25,000.00	25,000.00	21,059.01	16 %
230	Repair and Maintenance Supplies	27.50	1,575.93	21,000.00	21,000.00	19,424.97	8 %
231	Gas, Oil, Diesel Fuel, Grease, etc.	435.73	3,731.06	8,700.00	8,700.00	4,968.94	43 %
240	Tools	0.00	328.84	5,000.00	5,000.00	4,671.16	7 %
330	Publicity, Subscriptions & Dues	1,186.25	1,186.25	1,000.00	1,000.00	-186.25	119 %
340	Utility Services	3,759.62	25,173.66	37,000.00	37,000.00	11,826.34	68 %
350	Professional Services	8,468.20	34,499.07	41,000.00	41,000.00	6,500.93	84 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	Committed %
5310 SEWER UTILITY							
370	Travel	0.00	0.00	1,400.00	1,400.00	1,400.00	0 %
450	Raw Materials	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
510	Insurance	0.00	5,646.09	5,700.00	5,700.00	53.91	99 %
513	Liability	0.00	5,295.20	5,300.00	5,300.00	4.80	100 %
533	Rental-Machinery and Equip	0.00	285.00	4,000.00	4,000.00	3,715.00	7 %
590	Other Fixed Charges	1,500.00	1,552.50	1,600.00	1,600.00	47.50	97 %
940	Machinery & Equipment	895.00	10,895.00	50,000.00	50,000.00	39,105.00	22 %
	Account Total:	23,209.40	147,749.50	292,429.00	292,429.00	144,679.50	51 %
430670 Sewer Customer Accounting & Collection							
100	SALARIES, WAGES,	2,425.51	20,198.16	37,960.00	37,960.00	17,761.84	53 %
120	Overtime	0.00	283.05	1,300.00	1,300.00	1,016.95	22 %
141	Unemployment Insurance	13.34	112.64	215.00	215.00	102.36	52 %
142	Workers' Compensation	8.59	72.62	120.00	120.00	47.38	61 %
143	Social Security	148.52	1,255.02	2,395.00	2,395.00	1,139.98	52 %
144	Medicare	34.72	293.49	560.00	560.00	266.51	52 %
147	P.E.R.S.	217.57	1,837.16	3,500.00	3,500.00	1,662.84	52 %
148	Health Insurance	479.26	3,833.84	5,751.00	5,751.00	1,917.16	67 %
151	Supp Life	4.06	32.51	49.00	49.00	16.49	66 %
220	Operating Supplies	0.00	560.34	500.00	500.00	-60.34	112 %
311	Postage	107.75	1,276.54	1,800.00	1,800.00	523.46	71 %
330	Publicity, Subscriptions & Dues	47.67	418.60	500.00	500.00	81.40	84 %
345	Telephone & Telegraph	0.00	0.00	1,750.00	1,750.00	1,750.00	0 %
350	Professional Services	7,459.97	20,010.96	35,000.00	35,000.00	14,989.04	57 %
370	Travel	0.00	23.38	500.00	500.00	476.62	5 %
805	Refund of Overpayments	0.00	0.00	300.00	300.00	300.00	0 %
	Account Total:	10,946.96	50,208.31	92,200.00	92,200.00	41,991.69	54 %
Account Group Total:							
490000 DEBT SERVICE		34,156.36	197,957.81	384,629.00	384,629.00	186,671.19	51 %
490101 General Obligation Bonds #1		12,212.00	97,696.00	146,544.00	146,544.00	48,848.00	67 %
610 Principal		12,212.00	97,696.00	146,544.00	146,544.00	48,848.00	67 %
Account Total:							
490102 General Obligation Bonds #2		890.00	7,120.00	10,680.00	10,680.00	3,560.00	67 %
610 Principal		890.00	7,120.00	10,680.00	10,680.00	3,560.00	67 %
Account Total:							
510 AMBULANCE		13,102.00	104,816.00	157,224.00	157,224.00	52,408.00	67 %
420000 PUBLIC SAFETY		47,258.36	302,773.81	541,853.00	541,853.00	239,079.19	56 %

JV NUMBER

Fund	Account	Debit Amount	Credit Amount
JV: UB 879 Billing JV			
5210	122000	25070.39	
5210	343022		25070.39
	Subtotal of Charges for Fund 5210:	25070.39	25070.39
5310	122000	34598.56	
5310	343031		34598.56
	Subtotal of Charges for Fund 5310:	34598.56	34598.56
	Total Debits and Credits:	59668.95	59668.95
Net Charges:	59668.95		

ADJUSTMENTS

For Postdate from 02/01/2023 to 02/28/2023 Ordered by ADJUSTMENT NUMBER from AP and Year 2 - 2023

11:13:11 - 03/01/2023

JOURNAL - Specific

ALL ADJUSTMENT NUMBERS

Type

ALL ACCOUNTS

ADJUSTMENT TYPES: ANNUAL STATE FEE BAD DEBT BAL TRANSFER FROM BAL TRANSFER TO
 BILLING CORRECTION DEFERRAL LIEN MANUAL DISTRIBUTE NO ADJUSTMENT
 TYPE NSF FEE OVERPAYMENT PAY PLAN PAYMENT CORRECTION PRORATE
 CORRECTIONS RE-INSTATE CHARGES RE-READ SERVICE CHARGE TURN OFF
 TURN ON TURN ON/OFF WATER LEAK ADJ

Adjustment Number	Customer Name	Account	Route - Meter	Type	Post Date
Description	Service			Amount	
22161	CARLSON, MOLLY	095-00	01-01155		
ADJUSTMENT (Balance Transfer)	WATER			34.16	02/01/2023
ADJUSTMENT (Balance Transfer)	SEWER			47.84	02/01/2023
COMMENTS:				Subtotal for Account 095-00 :	82.00
22162	LEAVITT, CAROLINE	095-05	01-01155.01		
ADJUSTMENT (Balance Transfer)	WATER			-34.16	02/01/2023
ADJUSTMENT (Balance Transfer)	SEWER			-47.84	02/01/2023
COMMENTS:				Subtotal for Account 095-05 :	-82.00
22163	QUESENBERRY, MICHELE	089-00	01-02445		
ADJUSTMENT	WATER			-77.31	02/06/2023
ADJUSTMENT	SEWER			-59.34	02/06/2023
COMMENTS: Adjusted balnce to reflect 3 months of water off. 02/06/2023 RP				Subtotal for Account 089-00 :	-136.65
22164	MCILWANE, KEHA	199-00	01-01300		
ADJUSTMENT (Balance Transfer)	WATER			71.90	02/08/2023
ADJUSTMENT (Balance Transfer)	SEWER			110.35	02/08/2023
ADJUSTMENT (Balance Transfer)	STATE FEE			2.00	02/08/2023
COMMENTS:				Subtotal for Account 199-00 :	184.25
22165	ELKHORN GOLDFIELD, INC.	199-01	01-01300.01		
ADJUSTMENT (Balance Transfer)	WATER			-71.90	02/08/2023
ADJUSTMENT (Balance Transfer)	SEWER			-110.35	02/08/2023
ADJUSTMENT (Balance Transfer)	STATE FEE			-2.00	02/08/2023
COMMENTS:				Subtotal for Account 199-01 :	-184.25

Grand Total of Adjustments: -136.65

UTILITY BILLING SYSTEM Report ID: 1051

CITY OF BOULDER

COLLECTIONS All collections for Postdate from 02/01/2023 to 02/28/2023

11:14:28 - 03/01/2023

HISTORY ALL RECEIPT NUMBERS

Service	Cash	Check	Lock-Box	Credit	Payment
WATER	746.12	14025.06		8921.22	
		TOTAL RECEIPTS FOR WATER			23692.40
SEWER	1097.78	19364.45		12205.02	
		TOTAL RECEIPTS FOR SEWER			32667.25
STATE FEE	10.00	67.00		28.00	
		TOTAL RECEIPTS FOR STATE FEE			105.00
OVERPAYMENT	54.00	858.61		266.00	
		TOTAL RECEIPTS FOR OVERPAYMENT			1178.61
		Total Cash:		1907.90	
		Total Checks:		34315.12	
		Total Lock Box:		0.00	
		Total Credit:		21420.24	
		Grand Total of Collections:			57643.26

AGED BALANCE SUMMARY

For target date 03/01/2023 ordered by Account from 000-00 to 635-00

11:15:42 - 03/01/2023

ALL ACCOUNTS
Primary Accounts Only

SECTIONS: ALL

Service	Balance	Past Due 30+	Past Due 60+	Past Due 90+	Past Due 120+
WATER	30238.64	5211.40	1451.55	536.40	342.24
SEWER	41223.44	6636.38	1666.69	533.02	289.21
STATE FEE	39.00	39.00	39.00		
MISC FEES					
OVERPAYMENT	-3451.14				

Total Balance: 68049.94
Current Balance: 56163.16
Total Past Due 30+: 11886.78
Total Past Due 60+: 3157.24
Total Past Due 90+: 1069.42
Total Past Due 120+: 631.45

February 2023

December 31, 2022	\$29,230.34	AGING BALANCE	\$5,689.32
DECEMBER 31, 2022		TOTAL AGING	\$34,919.66
JAN 2023 CHARGES	\$29,230.34	DECEMBER 31, 2022	\$5,689.32
	\$0.00	JAN 2023 CHARGES	\$0.00
JAN 2023 CREDITS	\$0.00	JAN 2023 CREDITS	\$0.00
JAN 2023 ADJUSTMENTS	\$0.00	JAN 2023 ADJUSTMENTS	\$0.00

JANUARY 31, 2023	AGING BALANCE	JANUARY 31, 2023	AGING BALANCE
JANUARY 31, 2023	\$29,230.34	JANUARY 31, 2023	\$5,689.32
FEB 2023 CHARGES	\$0.00	TOTAL AGING	\$34,919.66
FEB 2023 CREDITS	\$0.00	JANUARY 31, 2023	\$5,689.32
FEB 2023 ADJUSTMENTS	\$0.00	FEB 2023 CHARGES	\$3,345.00
		FEB 2023 CREDITS - Payments	\$1,231.65
		FEB 2023 ADJUSTMENTS White Hts.	-\$13.05

FEBRUARY 28, 2023	AGING BALANCE	FEBRUARY 28, 2023	AGING BALANCE
FEBRUARY 28, 2023	\$29,230.34	FEBRUARY 28, 2023	\$7,815.72
		TOTAL AGING	\$37,046.06

MISC RECEIPT ITEMS: AMB-COLLEC AMBULANCE COLLECTIONS

BATCHES: ALL

Code	Description	Amount
AMB-COLLEC	AMBULANCE COLLECTIONS	1231.65
Net Cash Receipts:		1231.65

Please see Livestock Section added
on pg. 20-21.

CHAPTER 90: ANIMALS [REVISED 2/2/2023](#),

SECTIONS:

Dogs and Other Animals

~~90.001~~ 1 Definitions

~~90.002~~ -Enforcement

~~90.003~~ -Licensing of dogs

~~90.004~~ -Warnings

~~90.005~~ ~~Dog shows or service dogs~~ Show dogs, service dogs 90.005 Show dogs, service dogs

~~90.006~~ -Prima facie evidence of violation

~~90.007~~ -Animal census

~~90.008~~ ~~Nuisance dogs~~ Prohibited behavior of animals, owners, and responsible persons

90.009 Bite reporting, rabies, and quarantine

~~90.009~~ ~~Vicious animals~~ Bite reporting, rabies, and quarantines

90.010 Nuisance Animals

~~90.011~~ ~~2~~ Interference with law enforcement officer Vicious animals

~~90.013~~ ~~12~~ Cruelty to animals Restraint required

~~90.013~~ ~~4~~ Execution of fine or imprisonment Investigation

~~90.014~~ ~~5~~ Proper enclosure Interference with law enforcement officers

~~90.015~~ ~~6~~ -Cruelty to Animals

~~90.016~~ ~~7~~ Proper enclosure - vicious or potentially vicious animal

~~90.019~~ Freeing confined animals

Impounding Animals

- 90.030_—Seizure and impounding of animals
- 90.031_____—Notice of impoundment; redemption
- 90.032_—Disposition of unredeemed animals

- 90.033_—Alternative to death of animal; removal of animal from municipality

Keeping and Control of Animals

- 90.045_____—~~Animals and fowl to be kept in enclosures~~Specific Standards for Chickens and Fowl
- 90.046_____—~~Number of animals allowed by weight~~Specific Standards for Livestock

-90.047_—~~Staking prohibited~~Animal & Fowl to be kept in enclosures.

-90.048_—~~Premises to be maintained~~

90.048 Staking Prohibited

- 90.049_—Application
- 90.050_—Enforcement

Fowl at Large

- 90.065_—Fowl at large
- 90.066_—Enforcement

Animal Kennels

- 90.080_—~~Definitions~~license, fee, issuance, application
- 90.081_—~~License; fee; issuance; application~~

~~90.082~~ Classes established; license fees

~~90.083~~ Expiration of license

~~**Penalties**~~

90.999_—Penalties

DOGS AND OTHER ANIMALS

§ 90.001 DEFINITIONS

For the purpose of this chapter, the definitions shall apply unless the context clearly indicates or requires a different meaning.

ABANDONED: Failure to redeem an impounded animal within 72 hours of incarceration, leaving an animal in any place where it may suffer injury, hunger or exposure or become a public nuisance or changing residence and failing to move an animal within 24 hours.

ANIMAL: All vertebrates except human beings.

ANIMAL CONTROL OFFICER ~~or ACO~~: Any person hired by or contracted with ~~by~~ the city to enforce this chapter. This term includes a city law enforcement officer of the city, community improvement coordinator, ~~or county sheriff deputy, or city attorney.~~

ATTITUDE OF ATTACK: Behavior of an dog animal that leads a reasonable person to believe the dog animal is going to inflict injury upon the person or another, which behavior may include growling, barking, baring of teeth, tense, or stiff posture, raised hackles, lunging, or nipping.

ANIMAL SHELTER: Any premises provided or maintained for impounding and caring for dogs and other animals.

AT LARGE: Any animal which is off the premises of its owner and is not under the immediate and continued control of its owner or an authorized agent of the owner either by leash or voice and/or signal control. Animals controlling or protecting livestock or in other related agricultural activities are to be excluded from this definition unless the animal is deemed as deemed aggressive and not under the owner's control or agent of the owner's control.

BITE: Any abrasion, scratch, puncture, laceration, bruise, tear or piercing of the skin inflicted by the teeth of an animal.

BOARDED: A building, enclosure, or portion of any premises where dogs, cats, or other animals are housed, fed, and cared for, excluding a veterinary clinic, for commercial purposes.

CONTINUOUSLY: Any noise that is repeated with less than one (1) minute of silence between the noises.

DOG: Any canine animal, of either sex (whether or not spayed or neutered), or any dingo, wolf, coyote or cross that is being kept as a dog.

ENCLOSURE: Any confined space closed on all sides to prevent escape and provide protection from the elements, including a fenced area, vehicle, pen, or cage, ~~or but not a~~ kennel as defined in this chapter.

HARBORING: The act of keeping and caring for an animal or of providing a premise to which the animal returns for food, shelter, or care for a period of ten (10) days.

KENNEL: A building, enclosure, or portion of any premises where dogs, cats, or other animals are boarded, or harbored for sale or breeding for commercial purposes. A building, enclosure, or portion of any premises.

LIVESTOCK: Horses, cattle, sheep, goats, swine, donkeys, mules, and other commonly domesticated hooved animals. Horses, cattle, sheep, goats, swine, donkeys, mules, and other commonly domesticated hooved animals normally used or raised on a farm.

Commented [EG1]: So I have some concerns with definitions like this one to make sure each one is applied correctly and consistently.

NUISANCE ANIMAL. means any animal that unreasonably annoys humans, endangers the life or health of persons or other animals, or substantially interferes with the rights of citizens, other than their owners, to enjoyment of life or property. The term "nuisance" shall include, but not be limited to:

Commented [EG2]: § 40.011 has a similar definition but runs the risk of conflicting with this definition. I will incorporate the definition but please make sure we have captured everything in the definition here.

a. Any animal that is repeatedly (more than two separate occurrences) found running at large;

b. Any dog animal in any section of a park or public recreation area which is not controlled by a leash or similar physical restraint, except in such parks or public areas designated exempt pursuant to section 8.02.080.G;

c. Any animal that damages, soils, defiles, or defecates on any property other than that of its owner, with the exception of service animals authorized under the Americans with Disabilities Act;

d. Any animal that makes disturbing noises including, but not limited to, continued and repeated howling, barking, whining, crowing or other utterances causing unreasonable annoyance or discomfort to neighbors or others in close proximity to the premises where the animal is kept or harbored; Makes noise continuously for longer than thirty (30) minutes.

e. Any animal in heat that is not confined so as to prevent attraction or contact with other animals;

f. Any animal, whether or not on the property of its owner, that without provocation, molests, attacks, or otherwise interferes with the freedom of movement of persons in a public right-of-way;

g. Any animal that chases motor vehicles in a public right-of-way;

h. Any animal that attacks domestic animals; or,

i. Any animal that causes unsanitary conditions in enclosures or surroundings where the animal is kept or harbored; j. Any animal that is offensive or dangerous to the public health, safety, or welfare by virtue of the number of animals maintained at a single residence or the inadequacy of the facilities.

OWNER. Any person, corporation, partnership, association, or other legal entity owning, keeping, or harboring an dog animal, or allowing the same to habitually remain on or be fed on or about one's premises.

RESTRAINT. An animal is controlled by a leash, at "heel" beside a competent person and obedient to that person's command, within a vehicle with permission of the owner, or within the property limits of the premises controlled by the owner or other person consenting thereto.

SEVERE INJURY. Any physical injury that results in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery, or more than one (1) bite or deep puncture.

VACCINATION. The inoculation of ~~a dog, an animal~~ with anti-rabies vaccine, having an effective immunity of at least two years, and administered ~~by a licensed veterinarian, under the direction of the Public Health Officer by a licensed veterinarian or with any other vaccine approved by the Public Health Officer and the State Veterinarian.~~ by a licensed veterinarian.

VETERINARIAN. A ~~doctor of veterinary medicine~~ Doctor of Veterinary Medicine holding a valid license.

VICIOUS ANIMAL. An animal which bites or attempts to bite any human being without ~~provocation~~ provocation, or which harasses, chases, bites or attempts to bite any other animal including livestock or any domestic pet or causes injury.

(Ord. 2005-01, passed 11-8-2004; Ord. 2010-01, passed 8-31-2009)

§ 90.002 ENFORCEMENT

This chapter shall be enforced by ~~the ACO, an animal control officer, community improvement coordinator, county sheriff's deputy, city attorney, or any other designated law enforcement agency or city official.~~ the ACO, an animal control officer, community improvement coordinator, county sheriff's deputy, city attorney, or any other designated law enforcement agency or city official.

(Ord. 2005-01, passed 11-8-2004)

§ 90.003 LICENSING OF DOGS

(A) It is unlawful for any person to own, harbor or keep any dog over the age of five months, or to permit such a dog which is owned, harbored or controlled by him or her to be within the city limits unless the dog has attached to its neck or leg a substantial collar containing a metal license tag which is issued by the authority of the municipality for the purpose of identifying the dog and designating a license number. No person shall own, keep, or harbor any dog within the city limits unless such dog is licensed as herein provided.

(1) Application for such license shall be made to the City Clerk, or such other agent as shall be designated by him or her, which shall state the name and address of the owner and the name, breed, color, age, and sex of the dog. The license fee shall be paid at the time of making application, a numbered receipt given to the applicant and a numbered metallic tag shall be issued to the owner. All dog and dog-owner information will be shared with appropriate law enforcement for the purpose of identifying lost, stolen, or dogs at large.

(2) The annual license fee ~~shall be \$5~~ for each neutered male or spayed female dog, unspayed or unneutered dog less than one-year of age. The annual license fee shall be \$20 ~~for~~ and each unspayed or unneutered dog older than one-year shall be set by resolution. Any person ~~bringing, harboring~~ a dog bringing any dog into the city for 10 or more days,

Commented [3]: May want to look at fee amount.

after the date this chapter is effective, except as otherwise provided, shall immediately make application for such license, and pay the license fee herein provided on the most current City of Boulder fee schedule. All but such license(s) are valid for a period of twelve (12) months, and must be renewed annually. Any license not renewed within thirty (30)-days of expiration will be charged a late fee as outlined in the most current City of Boulder fee schedule, shall expire on the thirty-first (31st) day of the following December and a new license will be required as of January 1st of each year. Licenses obtained after January 31st of each year will be charged twice the license fee of those obtained prior to January 31st. No application for a dog license shall be accepted until the applicant has produced satisfactory evidence that the dog for which the license is to be issued has been vaccinated for rabies within two years immediately preceding the date of application, and evidence that the animal has been neutered or spayed with "avianized flury" strain rabies vaccin.

~~(3) Licenses shall be required for dogs attending any event within the city limits, among or having access to humans, or on any city owned property, whether or not on a leash.~~

(B) In the event that a license tag issued for a dog shall be lost, the owner may obtain a duplicate new tag upon the payment of \$2 to the City Clerk, and pay the most current fee herein adopted by resolution.

(C) If there is a change of ownership of a dog during the license year, the new owner may have the current license transferred to his or her name upon application to the City Clerk.

(D) No person shall use for misappropriate any dog a license receipt, or license tag, or evidence of vaccination for rabies issued for any other than the dog that initially received the license receipt, or license tag, or evidence of vaccination for rabies.

(E) The license tag provided for herein issued shall be stamped with a number and the year for which issued. The shape, design or color of each tag shall be changed from year to year. Every licensed dog shall at all times wear a choke chain, collar, harness or leg chain to which is attached its license tag.

(F) ~~The unauthorized~~ Removal of the tag hereinbefore mentioned from any dog shall constitute a violation of this chapter.

(G) No person shall place or cause to be placed upon the collar or around the neck of any dog, any counterfeit of the tag hereinbefore mentioned.

(Ord. 2005-01, passed 11-8-2004; Ord. 2010-01, passed 8-31-2009) Penalty, see § 90.999,

§ 90.004 WARNINGS.

~~At the AC animal's animal control officer, discretion, city law enforcement officer, community improvement coordinator, or city attorney, or county sheriff deputy's, or other~~

Commented [CC4]: (2/17/2021) Please reword language and make sure I have the correct

Commented [EG5]: or this penalty. What if you dog bites 5 months old on property. (Maybe we should talk about the intent of this provision)

Commented [EG6]: This conflicts with the requirement of enforcing the age for 10 days prior to obtaining a license. So if someone came through town and used the park with their dog, they would need a license?

law enforcement officer's discretion, one warning may be issued to owner[s] of animals in violation of this chapter.

(Ord. 2005-01, passed 11-8-2004) Penalty, see § 90.99990,999.

§ 90.005 ~~DOG SHOWS OR SERVICE DOGS~~ SHOW DOGS, SERVICE DOGS

(A) No license shall be required for dogs brought into the city-county for the purpose of participating in any dog show; but such dogs must be vaccinated as required by § 90.003.

(B) Licenses shall be required for dogs trained to assist sight or hearing-impaired persons or other personal service dogs, when such dogs are actually being used by sight or hearing impaired or other disabled persons, but the fees provided for in § 90.003 as set forth in the adopted fee schedule shall be waived. Such dogs must be vaccinated as required by § 90.003.

(C) Licenses shall be required for dogs trained to assist law enforcement officers, but the fees provided for in § 90.003 as set forth in the adopted fee schedule shall be waived. Such dogs must be vaccinated as required by § 90.003.

(Ord. 2005-01, passed 11-8-2004)

§ 90.006 PRIMA FACIE EVIDENCE OF VIOLATION

It is the responsibility of every owner of a dog-an animal which is within the city limits and is or will be among humans, whether or not on a leash, must ~~to~~ comply with the provisions hereof. If any dog-animal is seen within the city limits without having a current license tag and evidence of vaccination for rabies attached to it by one of the means provided for herein, or running at large, it shall be prima facie evidence of a violation of this chapter by the owner of said dog-animal.

(Ord. 2005-01, passed 11-8-2004) Penalty, see § 90.999.

§ 90.007 ANIMAL CENSUS

At least once every five years, a complete census may be taken of all dogs,all -animals subject to this ordinance,cats and other animals in the city and a anyone found to be harboring an unlicensed animal required to be licensed by the provisions of this chapter shall be required immediately to immediately obtain a license for such animal or shall be cited into court to answer to charges of violation of this chapter. The fee as set forth in the adopted fee schedule shall be twice the amount of a license issued prior to January 31st of each year.

Commented [7]: We only require dogs to be licensed, so I don't know if we need to put "other animals" in here.

(Ord. 2005-01, passed 11-8-2004)

§ 90.008 - PROHIBITED BEHAVIOR OF ANIMALS, OWNERS, AND RESPONSIBLE PERSONS

It is ~~unlawful~~unlawful, and an owner or responsible person may be cited if an ~~dog~~animal:

1. ___ That is off the owner's or responsible person's property charges or approaches a human with an attitude of attack.
2. ___ Bites or causes injury to a human or domesticated animal.
3. ___ Makes noise ~~continuously~~, on three separate _____ occasions,
over a seven day period:

Commented [EG8]: I think this fits the definition above.

_____ a. ___ ~~F~~or longer than thirty (30) minutes; ~~ob.~~ At separate and distinct time periods that, when considered together, _____ amount to a time greater than sixty (60) minutes out of any twelve _____ (12) hour period.

~~(B) It is unlawful, and an owner or responsible person may be cited if the owner or responsible person:~~

- ~~14.~~ Allows an animal to run at large or leaves an animal unattended or picketed upon the right-of-way, city park, open space, or other public facility;
- ~~52.~~ Fails to remove and properly dispose of any excreta deposited by their animal on public property or private property not belonging to the owner or responsible person;
- or ~~63.~~ —Fails to remove and properly dispose of excreta deposited on the owner's responsible person's property on a weekly basis;
- ~~74.~~ —Abandons an animal in city limits;
- ~~85.~~ Fails to surrender an animal when the animal control officer, city law enforcement officer, community improvement coordinator, city attorney, ~~or~~ county sheriff deputy, or other law enforcement officer, is either required permitted to seize the animal by city ~~ordinance;~~ordinance.
- or ~~96.~~ Fails to keep a dog an animal on a leash of ten feet (10') or less that is held by a person physically able to control the ~~dog~~animal when the ~~dog~~animal is not confined within an _____ enclosure or on the owner's property, unless:
 - a. ~~—The dog~~animal is within a designated open space or any natural park and is more than one hundred (100) yards from a trailhead, is within the owner's or responsible person's sight, and is under the person's voice control; or

b. —The ~~dog~~ animal is within a fenced area of an ~~animal~~ dog park designated by the city _____ council and is within the owner's or responsible person's sight and under the person's voice control.

~~(C) A person cited under this code may assert as an affirmative defense that the dog was responding to a provocation, an~~

§ 90.009 BITE REPORTING, RABIES, AND QUARANTINE

(A) Any person with knowledge that an animal has bitten a human shall promptly make a report of the bite to the animal control officer, city law enforcement officer, community improvement coordinator, ~~or~~ county sheriff's department, or any other law enforcement officer.

(B) Every physician or other medical practitioner shall report to the animal control officer, city law enforcement officer, community improvement coordinator, city attorney, ~~or~~ county sheriff's department or any other law enforcement officer the name and address of any person treated for an animal bite.

(C) Upon suspicion that a person has sustained a bite that may have exposed the person to rabies, the animal control officer, city law enforcement officer, community improvement coordinator, city attorney, ~~or~~ county sheriff's department shall order that the biting animal be quarantined for no less than ten (10) days. If the animal control officer, city law enforcement officer, community improvement coordinator, county sheriff's department, or any other law enforcement officer does not believe the biting animal has been exposed to rabies, they may, at their sole and absolute discretion, allow the animal to be quarantined on the premises of the owner. If the biting animal is not quarantined on the premises of the owner, quarantine shall occur at a veterinary hospital, veterinarian's office of the owner's choice, or at any other place approved by the animal control officer, city law enforcement officer, community improvement coordinator, city attorney, ~~or~~ county sheriff's department, or any other law enforcement officer all at the owner's expense. The biting animal shall not be released from quarantine except by permission of the animal control officer, city law enforcement officer, community improvement coordinator, city attorney, ~~or~~ county sheriff's department, or any other law enforcement officer.

(D) If the animal control officer, city law enforcement officer, community improvement coordinator, ~~or~~ county sheriff's department, or any other law enforcement officer suspects an animal has been exposed to rabies, the ~~animal control~~ officer may immediately seize the animal for placement in quarantine at a veterinary hospital or veterinarian's office, all at the owner's expense. The owner can only reclaim the animal upon compliance with the licensing provisions of this chapter, payment of any accrued quarantine fees, and confirmation that the animal is free of rabies.

(E) If a quarantined animal dies while under observation and a veterinarian has diagnosed a quarantined animal as rabid or suspects the animal is rabid, the veterinarian, animal

control officer, city law enforcement officer, ~~or~~ county sheriff's department, or any other law enforcement officer, shall promptly send the animal's head to a competent laboratory for pathological examination. The animal control officer, city law enforcement officer, ~~or~~ county sheriff's department, or any other law enforcement officer shall notify the proper public health office of the examination results as well as any reports of the animal's contact with humans. (Ord. 3282, 7-13-2020)

§ 90.010 POTENTIALLY DANGEROUS AND DANGEROUS DOGS:

~~(A) The animal control officer, city law enforcement officer, city attorney, or county sheriff's department may designate a dog as potentially dangerous if:~~

- ~~1. The dog, unprovoked, inflicts a bite on a human or domesticated animal; or~~
- ~~2. The dog, unprovoked, charges or approaches a person with an attitude of attack.~~

~~(B) The animal control officer may designate a dog as dangerous if:~~

- ~~1. The dog, unprovoked, inflicts severe injury on a human or domesticated animal;~~
- ~~2. The dog, unprovoked, kills a domesticated animal; or~~
- ~~3. The dog has been previously designated as potentially dangerous and unprovoked, inflicts a bite on a human or domesticated animal, charges or approaches a person with an attitude of attack.~~

~~(C) A dog animal is not potentially dangerous or dangerous if the threat, injury, or damage was sustained by a human who at the time of the animal's act or acts:~~

- ~~1. Was committing an unreasonable trespass upon premises occupied by the dog's owner, the owner's immediate family, a responsible person, or a responsible person's immediate family;~~
- ~~2. Was tormenting, abusing, or assaulting the animal;~~
- ~~3. Has in the past been observed or reported to have tormented, abused, or assaulted the dog; or~~
- ~~4. Was committing or attempting to commit a crime.~~

~~(D) The animal control officer, city law enforcement officer, or county sheriff's department shall seize any dog the animal control officer has designated as dangerous within a reasonable time after the designation. The animal shall be impounded at a licensed veterinary hospital or licensed animal shelter and may only be released if the owner pays all impoundment fees and:~~

- ~~1. The city court judge has determined the dog is not dangerous; or~~

~~2. The animal control officer, city law enforcement officer, city attorney, or county sheriff's department has determined the owner meets the requirements for keeping a dangerous dog as required by this chapter.~~

~~(E) If the animal control officer, city law enforcement officer, city attorney, or county sheriff's department designates a dog as dangerous or potentially dangerous, the officer shall provide the owner with notice of the designation. Notification may be accomplished orally by phone, electronic mail, or in-person communication, or by written notice via standard mail, personal delivery, or posting the notice in a conspicuous place at the owner's residence.~~

~~(F) An owner may appeal a potentially dangerous or dangerous designation by filing a written notice of appeal and request for hearing with the clerk of the city court. The filing shall occur within ten (10) business days after notification of the designation, with a copy provided to the city attorney.~~

~~1. The city court shall hold a hearing on the appeal within thirty (30) business days after filing, but not earlier than fourteen (14) business days after filing. The parties can agree to a continuance of the hearing.~~

~~2. Both sides shall give notice of the witnesses they intend to call at least ten (10) days prior to the date set for the hearing.~~

~~3. At the hearing, the owner has the burden to show the designation was improper by the preponderance of the evidence.~~

~~4. The Montana Rules of Evidence shall be enforced at the hearing.~~

~~(G) A dangerous dog shall be kept in the enclosure required by the dangerous dog licensing provisions when on the owner's premises. At all times when the dog is outside the enclosure, it shall be muzzled and on a leash of ten feet (10') or less that is held by a person physically able to control the dog. The muzzle must prevent the dog from biting any human or animal but must not cause injury to the dog or interfere with its vision or respiration.~~

~~(H) If an owner fails to comply with any condition of keeping a dangerous dog, the animal control officer, city law enforcement officer, or county sheriff's department shall seize the dangerous dog and may also pursue court-ordered relinquishment.~~

~~(I) Within twenty-four (24) hours after a change in ownership, change in address, or death of a dangerous dog, the owner shall notify the animal control officer, city law enforcement officer, or county sheriff's department of such event.~~

~~(J) The city may petition the city court for an order requiring the owner to relinquish ownership of a dangerous dog when the owner has failed to comply with any condition of keeping a dangerous dog or has not retrieved the dog from impoundment within five (5) business days after the date on which the animal control officer, city law enforcement officer, city attorney, or county sheriff's department designates the dog as dangerous or the~~

date on which the city court judge issues a decision on any appeal of the designation, whichever is later;

~~1. The city shall make a reasonable effort to provide the owner with a copy of the petition within a reasonable time after filing.~~

~~2. The city court shall hold a hearing within twenty (20) business days after the date on which the petition was filed and shall issue a decision within ten (10) business days after the hearing date.~~

~~(K) The owner of a potentially dangerous dog may petition the municipal court to remove the designation if the owner and the dog have not committed any violations of this chapter for a period of at least two (2) years following the designation. The owner shall provide the city attorney with a copy of the petition.~~

~~(L) The owner of a dangerous dog may petition the city court to remove the designation if the owner and the dog have not committed any violations of this chapter for a period of at least five (5) years following the designation. The owner shall provide the city attorney with a copy of the petition.~~

~~(M) When an owner has filed a petition for removal of a potentially dangerous or dangerous designation, the city court shall hold a hearing to determine if the designation should be removed. If the court finds the designation should be removed, the court may impose continuing conditions on the owner to assure continuing compliance with this chapter, as the court deems proper.~~

~~(N) If the city court denies a petition to remove a potentially dangerous or dangerous designation, the owner may not file another such petition for at least one (1) year from the date of the order denying the petition. (Ord. 3282, 7-13-2020)~~

§ 90.010 NUISANCE ~~DOGS~~ANIMAL

~~(B) It is unlawful for any person to own, harbor, keep or maintain any such nuisance ~~dog~~animal. Any such nuisance ~~dog~~animal may be taken up and impounded at a local facility if available, or at a nearby facility willing to take the ~~dog~~animal, by the animal control officer, city law enforcement officer, city attorney, county sheriff's department, or any other law enforcement or any law enforcement officer. All costs to impound and/or retrieve an animal will be borne by the animal owner. Any person aggrieved by a nuisance animal may file a complaint with the animal control officer, community improvement coordinator, city law enforcement officer, ~~or~~ county sheriff's deputy, or any other law enforcement officer, alleging a violation of this section.~~

~~(C) All female dogs or other animals in heat (estrus) shall be kept in a confined area not accessible to male animals which may be running at large.~~

~~(D) A dog owner shall be responsible for the immediate removal of any excreta or waste material deposited or built up by his or her dog on any public walk, recreation area, park area, or private property. It shall be unlawful for the owner to fail to dispose of the excreta~~

Commented [9]: Need to figure out the impound issue and address accordingly

Commented [10]: Ed, do all the parties listed have authority to destroy an animal or do we need to involve it at the Sheriff's discretion?

in a sanitary manner. A dog owner may not allow a dog to deposit waste material on public property except in designated areas.

(Ord. 2005-01, passed 11-8-2004) Penalty, see § 90.999.

Commented [EG11]: Is this extra definition of nuisance in stand alone or 90.999b

§ 90.011 VICIOUS ANIMALS

(A) For purposes of this chapter, a VICIOUS ANIMAL is defined in § 90.001.

(B) Any animal which is impounded as a vicious animal may, at the discretion of the impounding ~~animal~~ animal control officer, community improvement coordinator, city law enforcement officer, ~~or~~ county sheriff's deputy, city officer or any other law enforcement officer, be impounded for a period of ten (10) days from the date of pickup.

(Ord. 2005-01, passed 11-8-2004) Penalty, see § 90.999.

Commented [12]: Need to figure out where we are impound & work with Ed on a title

Commented [13]: Ed, do all the parties I listed have authority to destroy an animal or do we need to leave it at the Sheriff's discretion?

Commented [EG14R13]: See below

§ 90.012 RESTRAINT REQUIRED

The owner shall keep his or her ~~dog~~ dog animal under restraint, as defined within this ordinance, at all times and shall not permit such ~~dog~~ dog animal to be off the premises or property of the owner, unless under the control of a competent person.

(Ord. 2005-01, passed 11-8-2004) Penalty, see § 90.999.

§ 90.013 INVESTIGATION

For the purpose of enforcing the provisions of this chapter, the ~~a~~ animal ~~control~~ ~~officer~~ city law enforcement officer, community improvement coordinator, county sheriff's deputy or any law enforcement ~~officer~~ officer is empowered to demand from the occupant(s) of any premises, upon or in which ~~a dog~~ a dog-an animal is kept or harbored, the exhibition of such ~~dog or other~~ animal and the license or tag for the animal.

(Ord. 2005-01, passed 11-8-2004)

§ 90.014 INTERFERENCE WITH LAW ENFORCEMENT OFFICERS

—It is unlawful for any person to prevent, hinder or detain ~~than e~~ ~~an~~ ~~a~~ animal ~~control~~ ~~o~~ fficer, city law enforcement officer, community improvement coordinator, county sheriff's deputy or any other law enforcement officer in the performance of any duty or power imposed on such officer by this chapter.

(Ord. 2005-01, passed 11-8-2004) Penalty, see § 90.999.

§ 90.015 CRUELTY TO ANIMALS

(A) A person commits the offense of cruelty to animals if he or she knowingly or negligently subjects an animal to mistreatment or neglect by:

1. Inflicting pain upon or injuring any animal;
2. Provoking, haranguing, teasing, tormenting or in anyway disturbing a dog or other animal with the intent to cause it to bark or attack any person;
3. Laying out or exposing any poison for the purpose of killing any animal;
4. Overworking, beating, tormenting, injuring or killing any animal;
5. Carrying any animal in a cruel manner;
6. Failing to provide an animal in his or her custody with proper food, drink or shelter;
7. Promoting, sponsoring, conducting, or participating in a horse race of more than two miles; or
8. Promoting, sponsoring, or conducting or participating in any fight between any animals.

(B) Any animal whose owner has been charged with cruelty to that animal may be retained at a local facility if available or at a nearby facility willing to take the ~~dog~~ animal, until disposition of the charge, if the ~~Animal Control Officer, animal control office, city law enforcement officer, community improvement coordinator, or county sheriff's deputy, or any other law enforcement officer~~ believes that returning the animal to the owner may endanger its life. At the hearing, if the owner is convicted, the judge shall determine whether the animal will be returned to the owner or placed for adoption by ~~the~~ an animal shelter.

(C) ~~Any person(s), owner, corporation, association, partnership, or other legal entity in violation of this chapter will result in a penalty assessment consistent with 45-8-211 and/or 45-8-217, MCA.~~

(Ord. 2005-01, passed 11-8-2004) Penalty, see § 90.999.

~~§ 90.017 EXECUTION OF FINE OR IMPRISONMENT.~~

~~If the any infraction of this ordinance receives a judgment is for a fine and/or imprisonment, until the fine be is paid, the defendant must be committed to the custody of the proper officer and by him or her detained until the judgment is complied with. The imprisonment must not exceed one day for every \$75 of fine.~~

~~(Ord. 2005-01, passed 11-8-2004; Ord. 2010-01, passed 8-31-2009) Penalty, see § 90.999~~

Commented [15]: Need to ask list of Judge Anderson if this is even legal

Commented [EG16R15]: I don't believe a municipality can jail someone for failure to pay a fine

§ 90.015-016. PROPER ENCLOSURE – VICIOUS OR POTENTIALLY VICIOUS ANIMAL

While on the owner's property, a vicious or potentially vicious animal shall be securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of anyone other than the owner or their designee of young children and designed to prevent the animal from escaping. Such a pen or structure shall have secure sides and a secure top, and top and shall also provide protection from the elements for the dog. If it has no bottom secured to the sides, the sides must be embedded in the ground no less than two feet. Two feet may be extreme, may need to change so as to prevent entry by children, is shut-in on all sides, (including the top), to prevent the dog animal from escaping the premises, and provides the dog animal with protection from the elements.

(Ord. 2005-01, passed 11-8-2004) Penalty, see § 90.999.

§ 90.019 FREEING CONFINED ANIMALS.

It is unlawful for any person to open gates or doors or otherwise cause or permit dogs or other animals to escape confinement against the wishes of the owner.

(Ord. 2005-01, passed 11-8-2004) Penalty, see § 90.999

IMPOUNDING ANIMALS

§ 90.030 SEIZURE AND IMPOUNDING OF ANIMALS

(A) Any dog animal which is found running at large or abandoned may be seized and impounded by any animal control officer, community improvement coordinator, city law enforcement officer, or county sheriff's deputy, or any other law enforcement officer.

~~– (B) Any other animal which is found running at large or abandoned may be impounded by a law enforcement officer.~~

(Ord. 2005-01, passed 11-8-2004)

§ 90.031 NOTICE OF IMPOUNDMENT: REDEMPTION

(A) The impounding official shall give notice of impoundment of any animal by causing personal service on the owner, or some responsible person at the owner's residence or place of business. If such a person cannot be found, notice shall be given by posting ~~in~~ at the County Sheriff's office at the county jail in the city.

(B) The owner must redeem the impounded animal ~~and only after paying all applicable impound fees within 72 hours after the giving of the notice or it shall be subject to disposal by the Animal Control Officer or any law enforcement officer as provided in § 90.032, as required by the impound facility. The owner of any impounded dog or other animal may~~

not regain possession of the animal until he or she has paid an impounding fee of \$25, plus \$10 for its keeping, for each 24-hour period, or part thereof, that it is impounded.

(C) In addition, the ~~aa~~Animal ~~c~~Control ~~o~~fficer, ~~or~~ community improvement coordinator, city law enforcement officer, county sheriff's deputy, or any law enforcement officer, may collect from the owner of the animal, the actual expenses of seizing such ~~dog or other~~ animal.

(D) If an animal that is impounded or housed for any reason under this chapter requires veterinary care or treatment, representatives of the facility housing or caring for the animal are permitted to obtain the required veterinary care or treatment for the animal. To reclaim the animal, the owner shall reimburse the facility for the veterinary care or treatment.

(E) ~~The animal control officer, a licensed veterinarian, or the humane society may destroy any sick or injured animal without holding it for ten (10) business days if its condition is such that destruction is necessary. (Ord. 3282, 7-13-2020)~~ Upon order of the municipal court, to destroy an animal deemed as a dangerous or vicious animal.

Commented [EG 17]: The MCA does not have any provision to allow for a municipality to kill an animal. Historically, we could do so using the title in the animal control statute, the municipal court process.

destroy

(~~DE~~) The ~~az~~Animal ~~c~~Control ~~o~~fficer or any ~~other~~ lawdesignated law enforcement officer may issue a ticket or notice to appear in court to the person redeeming any ~~dog or other~~ animal impounded for violation of any provision of this chapter, or any other ~~dog or~~ animal ordinance of the city, and file a complaint in the City Court.

(~~GE~~) In the event ~~a dog or any other an~~ animal is redeemed, and such animal is unlicensed as provided by the licensing ordinances of the city, the person redeeming must, within 48 hours of the time of redemption, show proof to the Administrator that said ~~dog animal~~ has received all shots required by existing city ordinances and obtain a license for said ~~dog animal~~ from said Administrator. In the event the ~~dog animal~~ is redeemed on a weekend, the redemptioner shall have until 9:00 a.m. the following Wednesday morning to comply with this requirement. Failure to comply shall be cause for the animal control officer, city law enforcement officer, ~~or~~ county sheriff's department, or any other ~~designated~~ law enforcement officer to issue a ticket or notice to appear in court for violation of the ~~dog animal~~ licensing ordinance of the city.

(Ord. 2005-01, passed 11-8-2004)

§ 90.032 DISPOSITION OF UNREDEEMED ANIMALS

The refusal or failure of the owner of any such impounded animal to pay the fee and charges within 72 hours of notification shall be held to be an abandonment of the animal by the owner. In the event that any impounded dog or other animal is not redeemed by the owner, it may be disposed of by the ~~a~~Animal ~~c~~Control ~~o~~fficer, ~~community improvement coordinator, city law enforcement officer, or county sheriff's deputy,~~ or any other law

~~enforcement officer or any law enforcement officer~~ in a humane manner. An ~~dog or other~~ animal may be placed for adoption with a suitable person subject to requirements that it be spayed or neutered as required by M.C.A. § ~~7-23-420~~ 1, 4202 and 4203. ~~Any impounded~~ ~~Any impounded dog or other animal suffering from an infectious disease shall not be released, but released but~~ shall be put to death unless the Chief of Police ~~animal control officer, city law enforcement officer, or county sheriff's deputy shall otherwise order.~~

(Ord. 2005-01, passed 11-8-2004)

Commented [18]: Check MCA cite

Commented [19]: Etc. do all the parties listed have authority to destroy an animal or do we need to limit it to the Sheriff's Department?

§ 90.033 ALTERNATIVE TO DEATH OF ANIMAL; REMOVAL OF ANIMAL FROM MUNICIPALITY

(A) Whenever an animal is to be put to death under this chapter, except for infection with rabies, the owner or other person may apply to the City Court for permission to remove the animal permanently from the municipality.

(B) Upon such person's filing with the court his or her written agreement to remove the animal from the municipality and be responsible for its remaining out permanently, the City Judge may, in his or her discretion, make an order allowing the animal to be removed from the municipality instead of being put to death.

(Ord. 2005-01, passed 11-8-2004)

KEEPING AND CONTROL OF LIVESTOCK ANIMALS

§ 90.045 ANIMALS AND FOWLS TO BE KEPT IN ENCLOSURES.

§ 90.045 SPECIFIC STANDARDS FOR CHICKENS AND FOWL

Keeping of Chickens and Fowl is Lawful, s- ~~Subject to the standards in this section, it shall be lawful to keep female domestic chickens and/or fowl (hens) over the age of three (3) months, or either sex under the age of three (3) months, or any combination thereof not to exceed the six (6) total allowed per household.~~ allowed per household.

1. No male chickens (roosters) or fowl over the age of three (3) months are permitted in City limits.

2. No chickens or fowl may run at large within the corporate limits of the City of Boulder. All chickens and fowl must be contained within the owner's property boundary.

3. Chicken and fowl enclosures and houses must always be kept in a neat and sanitary condition at all times and must be cleaned on a regular basis so as to prevent offensive odors and disease.

4. Chickens and fowl shall have continuous access to adequate food and water.

5. Stored feed must be kept in a rodent proof and predator proof container.
6. Chickens and fowl shall be maintained in a healthy condition. All chickens and fowl shall either receive appropriate medical care or be culled.
7. No chicken or fowl house or ~~chicken enclosure~~ shall be located in the front yard. No chicken house shall be located closer than twenty feet (20') to any structure inhabited by someone other than the chicken or fowl owner, custodian, or keeper; not closer than five feet (5') to any neighbor's property line or public alley; and not closer than ten feet (10') from any property line along a public street or roadway and shall comply with all applicable building code setbacks. Chicken/fowl houses may be movable but must comply with all standards of this section.
8. No chicken or fowl shall be kept in a manner so as to create noxious odors or noise of a loud, persistent and/or habitual manner.
9. No chicken or fowl shall be slaughtered in public view.
10. The number of chickens and/or fowl shall be limited to six (6) ~~chickens~~ per household.

~~(A) All animals, including cattle, horses, hogs, mules, sheep, goats, other livestock and fowls allowed within city limits must be kept within a fenced or similar enclosure and upon the private premises of their owner or the person responsible for them at all times. (B) It is a public nuisance for any person to knowingly create, conduct or maintain any pen or enclosure, stable or building for animals and fowl in a filthy or unwholesome condition as to be offensive to neighbors or passers-by, or injurious to the health of the neighborhood or animal or fowl. (C) This chapter does not change the requirements of other ordinances and chapters requiring premises upon which animals are kept being maintained in a sanitary and healthy condition.~~

(Ord. 2005-01, passed 11-8-2004) Penalty, see § 90.999.

LIVESTOCK

§ 90.046 NUMBER OF ANIMALS ALLOWED BY WEIGHT. SPECIFIC STANDARDS FOR LIVESTOCK

~~—There can be no more than one animal with a live weight in excess of 50 pounds (except dogs) for each two acres of enclosed land upon which said animal is kept.~~

~~(Ord. 2005-01, passed 11-8-2004) Penalty, see § 90.999~~

~~Livestock, as defined in §90.001, shall not be maintained in any district within the corporate boundaries of the municipality.~~

~~Exceptions may be made for miniature swine kept solely as pets, and which are primarily kept indoors. Miniature swine must not exceed 30 lbs. (Add wording referencing Dog Ordinances for the keeping of Miniature Pigs.) i.e. Ordinances for the keeping of dogs applies to the keeping of mini pigs. Please see Ed's comment.~~

§ 90.046 SPECIFIC STANDARDS FOR LIVESTOCK

Except as set forth herein, livestock, as defined in §90.001, shall not be maintained within the corporate boundaries of the municipality.

Commented [EG21]: If we decide to keep this, we need to make sure that the ordinance captures this type of animal in its provisions.

Commented [CC22R21]: Ed's comment from 2/2/2023: "My vote is to get rid of this. Opens up many inconsistencies within this chapter".

Exceptions may be made for miniature swine kept solely as pets, and which are primarily kept indoors. Miniature swine must not exceed 30 lbs.

Commented [EG23]: I still don't love this as it is vague. So if someone wants a pet pig, what do they have to do? What are the requirements for the exception? Who decides if an exception is merited? Do we blend this into the rest of the ordinance?

a. REGISTRATION REQUIRED; FORM.

No person, persons, firm, or corporation shall raise or keep any horse or horses, within the corporate limits of the City without first having registered with the City Clerk to keep such horse or any number thereof. Registration shall be upon forms prescribed by the Council and shall set forth the name, age, breed, and description, including any special markings peculiar to such animal and the name, address, and telephone number of the owner and/or keeper of such animal. Registration of every animal with the City Clerk shall be accomplished within thirty days of acquisition by the owner, keeper, or responsible party.

b. DEFINITIONS.

As used in this chapter:

- (a) "Horses" includes ponies, donkeys, mules, burros or any equine animal;
- (b) "Stable" means any structure or building used for the keeping, lodging or feeding of horses.

c. REGISTRATION REQUIREMENTS.

The City Clerk shall register horses when all of the following conditions are found to exist:

- (a) For the keeping and raising of one horse, the real property upon which such horse is to be raised or kept shall have a minimum of two acres; provided, however, that two horses may be raised or kept on two acres of real property; for each additional horse an additional 10,000 square feet of real property is required. However, in no event shall a permit be

issued for more than five horses to any one person except that the above formula shall not apply to any parcel over five acres.

(b) A stable shall be required for the keeping, lodging, or feeding of horses and such stable shall be located not less than one hundred fifty feet from any residential structure.

(c) The Planning Board may grant a variance in the application of this chapter provided that such proposed use or variance would not be detrimental to the neighboring properties and where the denial of such use or variance would cause an undue hardship.

(d) Adequate fencing has been provided so as to keep the subject horse(s) securely confined. Such fencing shall be located not less than five feet from the property lines of the property upon which the horse(s) is to be raised or kept.

(e) All stables, yards, and corrals where horses are kept shall be maintained in a sanitary condition and shall be kept clean and in good repair so as to prevent the breeding of flies and the omission of deleterious or offensive odors. The issuance of a building permit for such stables, yards and corrals shall be subject to a written agreement attached as Exhibit A; provided further that a permit for any stables, yards or corrals shall not be issued to any real property where an inhabited residential structure does not exist.

d. EXCEPTIONS.

The provisions of this chapter shall apply to all stables erected or constructed after the adoption of ordinance 2023-.01 The provisions of this chapter shall apply to all horses hereafter kept within the City except that those persons who presently maintain any number of horses in excess of the number permitted by this chapter upon registering such horses within thirty days of the effective date of ordinance 2023-01; passed on _____ 2023, shall have the right to continue to maintain such number of horses as they presently maintain; it is the intention of Council that the rights provided in this section shall run with the land; therefore any person who may hereafter acquire real property whereon horses have been registered under favor of this section may, within thirty days (30) after acquiring title to such real property, register a number of horses equal to or less than the number of horses previously registered for such real property in accordance with this section.

Commented [EG24]: So to be clear, it means that someone who has too many horses, may continue to do so forever, and even their property can keep that on forever. Is that what we want?

e. PENALTY.

Any person, firm, or corporation who shall violate any provision of this chapter shall be fined in accordance with the most current fee schedule adopted by the Boulder City Council.

§ 90.04~~787~~ STAKING PROHIBITED

No animal shall be staked outside the enclosed premises on private property as required in § 90.045.

(Ord. 2005-01, passed 11-8-2004) Penalty, see § 90.999.

~~§ 90.048 PREMISES TO BE MAINTAINED.~~

~~This chapter does not change the requirements of other ordinances and chapters requiring premises upon which animals are kept to be maintained in a sanitary and healthy condition.~~

~~(Ord. 2005-01, passed 11-8-2004)~~

§ 90.049 APPLICATION

This chapter applies to any person owning, keeping, or harboring ~~any such~~ animal as defined herein.

(Ord. 2005-01, passed 11-8-2004)

Commented [EG25]: Do we need this or does it limit its application to only people who harbor animals?

§ 90.050 ENFORCEMENT

~~In addition to the members of the city police force, the City Animal Control Officer shall The animal control officer, community improvement coordinator, city law enforcement officer, city attorney, or county sheriff's deputy, or any other law enforcement officer have~~ the authority to enforce ~~the all~~ provisions of this chapter.

(Ord. 2005-01, passed 11-8-2004)

~~FOWL AT LARGE~~ § 90.065 FOWL AT LARGE.

~~It shall be unlawful for any person or persons who may own or have the care or custody of any chickens, geese, ducks, turkeys, or any other domestic fowl(s) to allow or suffer the same to run at large outside the enclosure, as prescribed in § 90.045.~~

~~(Ord. 2005-01, passed 11-8-2004) Penalty, see § 90.999~~

~~§ 90.066 ENFORCEMENT.~~

~~In addition to the members of the city police force, the City Animal Control Officer The animal control officer, community improvement coordinator, city law enforcement officer, city attorney, or county sheriff's deputy shall have the authority to enforce the provisions of this chapter.~~

~~(Ord. 2005-01, passed 11-8-2004)~~

Commented [CC26]: Are we able to enforce provisions in 90.045 when need to keep them?

ANIMAL KENNELS

§ 90.080 DEFINITIONS.

~~For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.~~

~~**ANIMAL.** Any dog or other animal vertebrates except human beings, over the age of six months.~~

~~**KENNEL.** A building, enclosure or portion of any premises:~~

- ~~(1) Where dogs and cats are boarded or kept for hire, sale or breeding;~~
- ~~(2) Where dogs and cats are kept or maintained by any person other than the owner thereof; or~~
- ~~(3) Where more than two each of cats or dogs, over six months of age, three or more dogs over the age of six months are harbored, kept or maintained.~~

~~**OWNER.** Any person, corporation, partnership, association, or other legal entity owning, keeping, or harboring any animal as defined in this section, or allowing the same to habitually remain on or be fed on or about one's premises.~~

~~(Ord. 2005-01, passed 11-8-2004; Ord. 2010-01, passed 8-31-2009)~~

Commented [CC27]: See if you agree with how I revised the wording. We had "more than 2 EACH", and I'm proposing we have "3 or more animals".

Commented [EG28R27]: I think it means anyone who has 3 or more animal harbored on their property.

§ 90.080+ LICENSE; FEE; ISSUANCE; APPLICATION

- (A) Any person maintaining a kennel within the city shall pay a yearly license fee for maintaining such kennel.
- (B) Issuance of any kennel license shall be subject to the right of inspection of the kennel and premises by the ~~animal control officer, community improvement coordinator, city law enforcement officer, or county sheriff's deputy, or any other law enforcement officer.~~ Animal Control Officer, or any law enforcement officer of the city.
- (C) Application for such kennel license shall be made to the City Clerk and ~~the initial~~ application ~~must~~ be accompanied by the written consent of at least 75% of all ~~persons in possession of premises~~ property owners within 100 feet of the proposed kennel. ~~This distance must be measured in a straight line from the closest property line of the neighboring property to the nearest property line of the licensee. The application must be and~~ accompanied by a deposit of a ~~the~~ license fee as provided in ~~this chapter~~ the most current fee schedule resolution adopted by the city council. ~~Said, which~~ deposit shall be returned to the applicant if the license is not issued.
- (D) The application for license shall state:
 - (1) The name and address of the owner;
 - (2) The location of the proposed kennel;

(3) The number of animals proposed therein;

(4) Verification from the property owner's insurer that there is sufficient liability insurance to cover any reasonably foreseeable occurrence involving the animals kept on the premises; and

(5) The endorsement of the City Clerk, showing that the premises sought to be licensed as a kennel does not violate any zoning ordinance or resolution

~~(E) All applications for licenses shall be submitted to the City Council for approval.~~

~~(EF) All dogs-animals housed at the kennel for a period of 10 days, or more are required an individual to be licensed.~~

(Ord. 2005-01, passed 11-8-2004; Ord. 2010-01, passed 8-31-2009)

§ 90.082 CLASSES ESTABLISHED; LICENSE FEES.

~~(A) There shall be three four classes of kennels as follows:~~

~~— (1) (a) A Class One kennel shall be:~~

~~— 1. Where more than three but no more than but no more than five four adult dogs or cats are kept; or~~

~~— 2. Where not more than three one to two litters are bred annually.~~

~~(b) The annual license fee for the Class One kennel shall be \$75 established by resolution. (c) All dogs, regardless of age, if housed at the kennel for a period of 10 days or more, are required to be licensed.~~

~~— (2) (a) A Class Two kennel shall be:~~

~~— 1. Where no more than five adult dogs or cats are kept; or~~

~~— 2. Where more than three but no more than to five litters are bred annually.~~

~~(b) The annual license fee for a Class Two kennel shall be \$100. established by resolution~~

~~(c) No Class Two license shall be issued until the premises to be used for such purposes have been inspected and approved by the animal control officer, community improvement coordinator, city law enforcement officer, or county sheriff's deputy, Animal Control Officer or city law enforcement officer. (d) All dogs, regardless of age, if housed at the kennel for a period of 10 days or more, are required to be licen~~

~~— (3) (a) A Class Three kennel shall be:~~

~~— 1. Where dogs or cats are boarded for periods of no more than 30 days for each dog or cat; and~~

Commented [29]: How do the words "shall be approved if the check makes a determination if in compliance" with all aspects of the ordinance?

Commented [EG30R29]: I don't see why you would

Commented [EG31]: I notice we have no licensure for cats. By what?

Commented [CC32]: Realistically, is the city and/or other agencies mentioned going to be able to perform the inspection?

Commented [EG33R32]: Not only that, what are the standards for the inspection? We don't have any. I also don't understand the application of a class three kennel. In other words, is it for people who board animals? Not clear.

Commented [34]: Do we want to look at making the animal shelter exempt from this fee?

Commented [EG35R34]: yes

~~2. Where dogs and cats are not bred.~~

~~(b) The annual license fee for a Class Three kennel shall be established by resolution, \$100.~~

~~(c) No Class Three license shall be issued until the premises to be used for such purposes have been inspected and approved by the Animal Control Officer or city law enforcement officer, animal control officer, community improvement coordinator, city law enforcement officer, or county sheriff's deputy~~

~~(B) Every person, firm or corporation licensed under this chapter shall be subject to regulation, inspection, control, and supervision by the Animal Control Officer or City Law Enforcement Officer, animal control officer, community improvement coordinator, city law enforcement officer, or county sheriff's deputy~~

~~(C) Any impound or shelter facility located within the city limits is exempt from licensing requirements. (1) (a) A Class Four kennel shall be:~~

~~1. Where more than three dogs or cats, no matter what age, are kept for 10 days or more;~~

~~(b) The annual license fee for the Class Four kennel shall be \$75 established by resolution.~~

~~(c) All dogs or cats, regardless of age, if housed at the property for a period of 10 days or more require an individual license along with the kennel license.~~

~~(Ord. 2005-01, passed 11-8-2004; Ord. 2010-01, passed 8-31-2009) § 90.083 EXPIRATION OF LICENSE.~~

~~Each license issued under this chapter shall expire on December 31st of the year of its issuance.~~

~~(Ord. 2005-01, passed 11-8-2004)~~

PENALTIES

§ 90.999 PENALTY

~~(A) All penalties under this ordinance shall be set by resolution. Any person violating any provision of this chapter for which no specific penalty is provided shall be subject to § 10.99.~~

~~(B) Any owner keeping such nuisance dog in violation of § 90.008(A) is guilty of a misdemeanor shall be punished by a fine of up to \$500 and imprisonment for up to six months.~~

~~(C) Any person responsible for maintaining a vicious animal as defined by § 90.001 and 90.009 shall be fined not less than \$50 for the first offense, and not less than \$200 or more than \$500 for the second or subsequent offense. The court, upon conviction of a second or subsequent offense, may, in its discretion, order the killing or destruction, or permanent removal from the city limits, of a vicious animal.~~

~~(D) A person violating the provisions of § 90.013 shall be guilty of a misdemeanor, and shall be punished by a fine of up to \$500 and imprisonment for up to six months.~~

~~(E)(1) Any dog which is impounded as a vicious dog may, at the discretion of the impounding city officer, be impounded for a period of ten days from the date of pickup.~~

~~— (2) Any person responsible for maintaining a vicious dog, as defined by this chapter, shall be fined not less than \$100 for the first offense and not less than \$200 or more than \$500 for the second or subsequent offense. The court, upon conviction of a second or subsequent offense, may, in its discretion, order the destruction of a vicious dog.~~

~~— (3) Any person violating any other provisions of §§ 90.030 through 90.033 not otherwise provided for shall, upon conviction thereof, be deemed guilty of a misdemeanor, and shall be punished by a fine of up to \$500 and imprisonment for up to six months.~~

~~(F) Any person who shall violate any of the provisions of §§ 90.045 through 90.050 shall be deemed guilty of a misdemeanor and shall, upon conviction thereof, be guilty of a misdemeanor, and shall be punished by a fine of up to \$500 and imprisonment for up to six months.~~

~~(G) Any person or persons found guilty of any violation of the provisions of §§ 90.065 or 90.066 shall be adjudged guilty of a nuisance and be fined not less than \$20 or more than \$100.~~

~~(H) Any person violating any section of §§ 90.080 through 90.083 shall be guilty of guilty of a misdemeanor, and shall be punished by a fine of up to \$500 and imprisonment for up to six months.~~

~~(Ord. 2005-01, passed 11-8-2004)~~

CHAPTER 90: ANIMALS

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DOGS AND OTHER ANIMALS

§ 90.001 DEFINITIONS

For the purpose of this chapter, the definitions shall apply unless the context clearly indicates or requires a different meaning.

ABANDONED: Failure to redeem an impounded animal within 72 hours of incarceration, leaving an animal in any place where it may suffer injury, hunger or exposure or become a public nuisance or changing residence and failing to move an animal within 24 hours.

ANIMAL: All vertebrates except human beings.

ANIMAL CONTROL OFFICER: Any person hired by or contracted with the city to enforce this chapter. This term includes a city law enforcement officer, community improvement coordinator, county sheriff deputy, or city attorney.

ATTITUDE OF ATTACK: Behavior of an animal that leads a reasonable person to believe the animal is going to inflict injury upon the person or another, which behavior may include growling, barking, baring of teeth, tense, or stiff posture, raised hackles, lunging, or nipping.

ANIMAL SHELTER: Any premises provided or maintained for impounding and caring for dogs and other animals.

AT LARGE: Any animal which is off the premises of its owner and is not under the immediate and continued control of its owner or an authorized agent of the owner either by leash or voice and/or signal control. Animals controlling or protecting livestock or in other related agricultural activities are to be excluded from this definition unless the animal is deemed aggressive and not under the owner's control or agent of the owner's control.

BITE: Any abrasion, scratch, puncture, laceration, bruise, tear or piercing of the skin inflicted by the teeth of an animal.

BOARDED: A building, enclosure, or portion of any premises where dogs, cats, or other animals are housed, fed, and cared for, excluding a veterinary clinic, for commercial purposes.

CONTINUOUSLY: Any noise that is repeated with less than one (1) minute of silence between the noises.

DOG: Any canine animal, of either sex (whether or not spayed or neutered), or any dingo, wolf, coyote or cross that is being kept as a dog.

ENCLOSURE: Any confined space closed on all sides to prevent escape including a fenced area, pen, or cage, but not a kennel as defined in this chapter.

HARBORING: The act of keeping and caring for an animal or of providing a premise to which the animal returns for food, shelter, or care for a period of ten (10) days.

KENNEL: A building, enclosure, or portion of any premises where dogs, cats, or other animals are boarded, or harbored for sale or breeding for commercial purposes.

LIVESTOCK. Horses, cattle, sheep, goats, swine, donkeys, mules, and other commonly domesticated hooved animals normally used or raised on a farm.

NUISANCE ANIMAL. means any animal that unreasonably annoys humans, endangers the life or health of persons or other animals, or substantially interferes with the rights of citizens, other than their owners, to enjoyment of life or property. The term "nuisance" shall include, but not be limited to:

- a. Any animal that is repeatedly (more than two separate occurrences) found running at large;
- b. Any animal in any section of a park or public recreation area which is not controlled by a leash or similar physical restraint, except in such parks or public areas designated exempt;
- c. Any animal that damages, soils, defiles, or defecates on any property other than that of its owner.
- d. Makes noise continuously for longer than thirty (30) minutes.
- e. Any animal in heat that is not confined so as to prevent attraction or contact with other animals;
- f. Any animal, whether or not on the property of its owner, that without provocation, molests, attacks, or otherwise interferes with the freedom of movement of persons in a public right-of-way;
- g. Any animal that chases motor vehicles in a public right-of-way;
- h. Any animal that attacks domestic animals; or,
- i. Any animal that causes unsanitary conditions in enclosures or surroundings where the animal is kept or harbored.

OWNER. Any person, corporation, partnership, association, or other legal entity owning, keeping, or harboring an animal, or allowing the same to habitually remain on or be fed on or about one's premises.

RESTRAINT. An animal is controlled by a leash, at "heel" beside a competent person and obedient to that person's command, within a vehicle with permission of the owner, or within the property limits of the premises controlled by the owner or other person consenting thereto.

INJURY. Any physical injury that results in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery, or more than one (1) bite or deep puncture.

VACCINATION. The inoculation of an animal with anti-rabies vaccine, having an effective immunity of at least two years, and administered by a licensed veterinarian.

VETERINARIAN. A Doctor of Veterinary Medicine holding a valid license.

VICIOUS ANIMAL. An animal which bites or attempts to bite any human being without provocation, or which harasses, chases, bites or attempts to bite any other animal including livestock or any domestic pet or causes injury.

(Ord. 2005-01, passed 11-8-2004; Ord. 2010-01, passed 8-31-2009)

§ 90.002 ENFORCEMENT

This chapter shall be enforced by an animal control officer, community improvement coordinator, county sheriff's deputy, city attorney, or any other designated law enforcement agency or city official.

(Ord. 2005-01, passed 11-8-2004)

§ 90.003 LICENSING OF DOGS

(A) It is unlawful for any person to own, harbor or keep any dog over the age of five months, or to permit such a dog which is owned, harbored or controlled by him or her to be within the city limits unless the dog has attached to its neck or leg a substantial collar containing a metal license tag which is issued by the authority of the municipality for the purpose of identifying the dog and designating a license number. No person shall own, keep, or harbor any dog within the city limits unless such dog is licensed as herein provided.

(1) Application for such license shall be made to the City Clerk, or such other agent as shall be designated by him or her, which shall state the name and address of the owner and the name, breed, color, age, and sex of the dog. The license fee shall be paid at the time of making application, a numbered receipt given to the applicant and a numbered metallic tag shall be issued to the owner. All dog and dog-owner information will be shared with appropriate law enforcement for the purpose of identifying lost, stolen, or dogs at large

(2) The annual license fee for each neutered male or spayed female dog, unspayed or unneutered dog less than one-year of age -and each unspayed or unneutered dog older than one-year shall be set by resolution. Any person harboring a dog in the city for 10 or more days shall immediately make application for such license, and pay the license fee herein provided on the most current City of Boulder fee schedule. All license(s) are valid for a period of twelve (12) months, and must be renewed annually. Any license not renewed within thirty (30)-days of expiration will be charged a late fee as outlined in the most current City of Boulder fee schedule. No application for a dog license shall be accepted until the applicant has produced satisfactory evidence that the dog for which the license is

to be issued has been vaccinated for rabies within two years immediately preceding the date of application, and evidence that the animal has been neutered or spayed .

(B) In the event that a license tag issued for a dog shall be lost, the owner may obtain a new tag and pay the most current fee herein adopted by resolution.

(C) If there is a change of ownership of a dog during the license year, the new owner may have the current license transferred to his or her name upon application to the City Clerk.

(D) No person shall misappropriate a license receipt, or license tag, or evidence of vaccination for rabies issued for any other than the dog that initially received the license receipt, or license tag, or evidence of vaccination for rabies.

(E) The license tag issued shall be stamped with a number and the year for which issued. The shape, design or color of each tag shall be changed from year to year. Every licensed dog shall at all times wear a choke chain, collar, harness or leg chain to which is attached its license tag.

(F) Removal of the tag hereinbefore mentioned from any dog shall constitute a violation of this chapter.

(G) No person shall place or cause to be placed upon the collar or around the neck of any dog, any counterfeit tag.

(Ord. 2005-01, passed 11-8-2004; Ord. 2010-01, passed 8-31-2009) Penalty, see § 90.999.

§ 90.04 WARNINGS

At the animal control officer, city law enforcement officer, community improvement coordinator, city attorney, county sheriff deputy, or other law enforcement agency officer's discretion, one warning may be issued to owner(s) of animals in violation of this chapter.

(Ord. 2005-01, passed 11-8-2004) Penalty, see § 90.999.

§ 90.005 SHOW DOGS, SERVICE DOGS

(A) No license shall be required for dogs brought into the city for the purpose of participating in any dog show; but such dogs must be vaccinated as required by § 90.003.

(B) Licenses shall be required for dogs trained to assist sight or hearing-impaired persons or other personal service dogs, when such dogs are actually being used by sight or hearing impaired or other disabled persons, but the fees as set forth in the adopted fee schedule shall be waived. Such dogs must be vaccinated as required by § 90.003.

(C) Licenses shall be required for dogs trained to assist law enforcement officers, but the fees as set forth in the adopted fee schedule shall be waived. Such dogs must be vaccinated as required by § 90.003.

(Ord. 2005-01, passed 11-8-2004)

§ 90.006 PRIMA FACIE EVIDENCE OF VIOLATION

It is the responsibility of every owner of an animal which is within the city limits and is or will be among humans, whether or not on a leash, must comply with the provisions hereof. If any animal is seen within the city limits without having a current license tag and evidence of vaccination for rabies attached to it by one of the means provided for herein, or running at large, it shall be prima facie evidence of a violation of this chapter by the owner of said animal.

(Ord. 2005-01, passed 11-8-2004) Penalty, see § 90.999.

§ 90.007 ANIMAL CENSUS

At least once every five years, a census may be taken of all animals subject to this ordinance. Anyone found to be harboring an unlicensed animal required to be licensed by the provisions of this chapter shall be required to immediately obtain a license for such animal or shall be cited in court to answer to charges of violation of this chapter.

(Ord. 2005-01, passed 11-8-2004)

§ 90.008 PROHIBITED BEHAVIOR OF ANIMALS, OWNERS, AND RESPONSIBLE PERSONS

It is unlawful, and an owner or responsible person may be cited if an animal:

1. That is off the owner's or responsible person's property charges or approaches a human with an attitude of attack.
2. Bites or causes injury to a human or domesticated animal.
3. Makes noise continuously, for longer than thirty (30) minutes.
4. Allows an animal to run at large or leaves an animal unattended or picketed upon the right-of-way, city park, open space, or other public facility;
5. Fails to remove and properly dispose of any excreta deposited by their animal on public property or private property not belonging to the owner or responsible person;
6. Fails to remove and properly dispose of excreta deposited on the owner's or responsible person's property on a weekly basis;

7. Abandons an animal in city limits;
8. Fails to surrender an animal when the animal control officer, city law enforcement officer, community improvement coordinator, city attorney, county sheriff deputy, or other law enforcement officer is either required or permitted to seize the animal by city ordinance.
9. Fails to keep an animal on a leash of ten feet (10') or less that is held by a person physically able to control the animal when the animal is not confined within an enclosure or on the owner's property, unless:
 - a. The animal is within a designated open space or any natural park and is more than one hundred (100) yards from a trailhead, is within the owner's or responsible person's sight, and is under the person's voice control; or
 - b. The animal is within a fenced area of an animal park designated by the city council and is within the owner's or responsible person's sight and under the person's voice control.

§ 90.009 BITE REPORTING, RABIES, AND QUARANTINE

(A) Any person with knowledge that an animal has bitten a human shall promptly make a report of the bite to the animal control officer, city law enforcement officer, community improvement coordinator, county sheriff's department, or any other law enforcement officer.

(B) Every physician or other medical practitioner shall report to the animal control officer, city law enforcement officer, community improvement coordinator, city attorney, county sheriff's department, or any other law enforcement officer the name and address of any person treated for an animal bite.

(C) Upon suspicion that a person has sustained a bite that may have exposed the person to rabies, the animal control officer, city law enforcement officer, community improvement coordinator, city attorney, county sheriff's department shall order that the biting animal be quarantined for no less than ten (10) days. If the animal control officer, city law enforcement officer, community improvement coordinator, county sheriff's department, or any other law enforcement officer does not believe the biting animal has been exposed to rabies, they may, at their sole and absolute discretion, allow the animal to be quarantined on the premises of the owner. If the biting animal is not quarantined on the premises of the owner, quarantine shall occur at a veterinary hospital, veterinarian's office of the owner's choice, or at any other place approved by the animal control officer, city law enforcement officer, community improvement coordinator, city attorney, county sheriff's department, or any other law enforcement officer all at the owner's expense. The biting animal shall not be released from quarantine except by permission of the animal control officer, city law enforcement officer, community improvement coordinator, city attorney, county sheriff's department, or any other law enforcement officer.

(D) If the animal control officer, city law enforcement officer, community improvement coordinator, county sheriff's department, or any other law enforcement officer suspects an animal has been exposed to rabies, the officer may immediately seize the animal for placement in quarantine at a veterinary hospital or veterinarian's office, all at the owner's expense. The owner can only reclaim the animal upon compliance with the licensing provisions of this chapter, payment of any accrued quarantine fees, and confirmation that the animal is free of rabies.

(E) If a quarantined animal dies while under observation and a veterinarian has diagnosed a quarantined animal as rabid or suspects the animal is rabid, the veterinarian, animal control officer, city law enforcement officer, county sheriff's department, or any other law enforcement officer, shall promptly send the animal's head to a competent laboratory for pathological examination. The animal control officer, city law enforcement officer, county sheriff's department, or any other law enforcement officer shall notify the proper public health office of the examination results as well as any reports of the animal's contact with humans.

§ 90.010 NUISANCE ANIMAL

It is unlawful for any person to own, harbor, keep or maintain any such nuisance animal. Any such nuisance animal may be taken up and impounded at a local facility if available, or at a nearby facility willing to take the animal, by the animal control officer, city law enforcement officer, city attorney, county sheriff's department, or any other law enforcement officer. All costs to impound and/or retrieve an animal will be borne by the animal owner. Any person aggrieved by a nuisance animal may file a complaint with the animal control officer, community improvement coordinator, city law enforcement officer, county sheriff's deputy, or any other law enforcement officer, alleging a violation of this section.

(Ord. 2005-01, passed 11-8-2004) Penalty, see § 90.999.

§ 90.011 VICIOUS ANIMALS

(A) For purposes of this chapter, a VICIOUS ANIMAL is defined in § 90.001.

(B) Any animal which is impounded as a vicious animal may, at the discretion of the impounding animal control officer, community improvement coordinator, city law enforcement officer, county sheriff's deputy or any other law enforcement officer, be impounded for a period of ten (10) days from the date of pickup.

(Ord. 2005-01, passed 11-8-2004) Penalty, see § 90.999.

§ 90.012 RESTRAINT REQUIRED

The owner shall keep his or her animal under restraint, as defined within this ordinance, at all times and shall not permit such animal to be off the premises or property of the owner, unless under the control of a competent person.

(Ord. 2005-01, passed 11-8-2004) Penalty, see § 90.999.

§ 90.013 INVESTIGATION

For the purpose of enforcing the provisions of this chapter, the animal control officer city law enforcement officer, community improvement coordinator, county sheriff's deputy or any law enforcement officer is empowered to demand from the occupant(s) of any premises, upon or in which an animal is kept or harbored, the exhibition of such animal and the license or tag for the animal.

(Ord. 2005-01, passed 11-8-2004)

§ 90.014 INTERFERENCE WITH LAW ENFORCEMENT OFFICERS

It is unlawful for any person to prevent, hinder or detain an animal control officer, city law enforcement officer, community improvement coordinator, county sheriff's deputy or any other law enforcement officer in the performance of any duty or power imposed on such officer by this chapter.

(Ord. 2005-01, passed 11-8-2004) Penalty, see § 90.999.

§ 90.015 CRUELTY TO ANIMALS

(A) A person commits the offense of cruelty to animals if he or she knowingly or negligently subjects an animal to mistreatment or neglect by:

1. Inflicting pain upon or injuring any animal;
2. Provoking, haranguing, teasing, tormenting or in anyway disturbing a dog or other animal with the intent to cause it to bark or attack any person;
3. Laying out or exposing any poison for the purpose of killing any animal;
4. Overworking, beating, tormenting, injuring or killing any animal;
5. Carrying any animal in a cruel manner;
6. Failing to provide an animal in his or her custody with proper food, drink or shelter;

7. Promoting, sponsoring, conducting, or participating in a horse race of more than two miles; or
8. Promoting, sponsoring, or conducting or participating in any fight between any animals.

(B) Any animal whose owner has been charged with cruelty to that animal may be retained at a local facility if available or at a nearby facility willing to take the animal, until disposition of the charge, if the, animal control officer, city law enforcement officer, community improvement coordinator, county sheriff's deputy, or any other law enforcement officer believes that returning the animal to the owner may endanger its life. At the hearing, if the owner is convicted, the judge shall determine whether the animal will be returned to the owner or placed for adoption by an animal shelter.

(C) Any person(s), owner, corporation, association, partnership, or other legal entity in violation of this chapter will result in a penalty assessment consistent with 45-8-211 and/or 45-8-217, MCA.

(Ord. 2005-01, passed 11-8-2004) Penalty, see § 90.999.

§ 90.016 PROPER ENCLOSURE - VICIOUS OR POTENTIALLY VICIOUS ANIMAL

While on the owner's property, a vicious or potentially vicious animal shall be securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent entry of anyone other than the owner or their designee and designed to prevent the animal from escaping. Such a pen or structure shall have secure sides and a secure top and shall also provide protection from the elements. If it has no bottom secured to the sides, the sides must be embedded in the ground so as to prevent entry by children, is shut-in on all sides, (including the top), to prevent the animal from escaping the premises, and provides the animal with protection from the elements.

(Ord. 2005-01, passed 11-8-2004) Penalty, see § 90.999.

IMPOUNDING ANIMALS

§ 90.030 SEIZURE AND IMPOUNDING OF ANIMALS

(A) Any animal which is found running at large or abandoned may be seized and impounded by any animal control officer, community improvement coordinator, city law enforcement officer, county sheriff's deputy, or any other law enforcement officer.

(Ord. 2005-01, passed 11-8-2004)

§ 90.031 NOTICE OF IMPOUNDMENT: REDEMPTION

(A) The impounding official shall give notice of impoundment of any animal by causing personal service on the owner, or some responsible person at the owner's residence or place of business. If such a person cannot be found, notice shall be given by posting at the County Sheriff's office at the county jail in the city.

(B) The owner must redeem the impounded animal only after paying all applicable impound fees as required by the impound facility.

(C) In addition, animal control officer, community improvement coordinator, city law enforcement officer, county sheriff's deputy, or any law enforcement officer, may collect from the owner of the animal, the actual expenses of seizing such animal.

(D) If an animal that is impounded or housed for any reason under this chapter requires veterinary care or treatment, representatives of the facility housing or caring for the animal are permitted to obtain the required veterinary care or treatment for the animal. To reclaim the animal, the owner shall reimburse the facility for the veterinary care or treatment.

(E) Upon order of the municipal court, to destroy an animal deemed as a dangerous or vicious animal.

(F) The animal control officer or any other designated law enforcement officer may issue a ticket or notice to appear in court to the person redeeming any animal impounded for violation of any provision of this chapter, or any other animal ordinance of the city, and file a complaint in the City Court.

(G) In the event an animal is redeemed, and such animal is unlicensed as provided by the licensing ordinances of the city, the person redeeming must, within 48 hours of the time of redemption, show proof to the Administrator that said animal has received all shots required by existing city ordinances and obtain a license for said animal from said Administrator. In the event the animal is redeemed on a weekend, the redemptioner shall have until 9:00 a.m. the following Wednesday morning to comply with this requirement. Failure to comply shall be cause for the animal control officer, city law enforcement officer, county sheriff's department, or any other law enforcement officer to issue a ticket or notice to appear in court for violation of the animal licensing ordinance of the city.

(Ord. 2005-01, passed 11-8-2004)

§ 90.032 DISPOSITION OF UNREDEEMED ANIMALS

The refusal or failure of the owner of any such impounded animal to pay the fee and charges within 72 hours of notification shall be held to be an abandonment of the animal by the owner. In the event that any impounded dog or other animal is not redeemed by the owner, it may be disposed of by the animal control officer, community improvement coordinator, city law enforcement officer, county sheriff's deputy, or any other law enforcement officer in a humane manner. An animal may be placed for adoption with a

suitable person subject to requirements that it be spayed or neutered as required by M.C.A. § § 7-23-4201, 4202 and 4203.

(Ord. 2005-01, passed 11-8-2004)

§ 90.033 ALTERNATIVE TO DEATH OF ANIMAL; REMOVAL OF ANIMAL FROM MUNICIPALITY

(A) Whenever an animal is to be put to death under this chapter, except for infection with rabies, the owner or other person may apply to the City Court for permission to remove the animal permanently from the municipality.

(B) Upon such person's filing with the court his or her written agreement to remove the animal from the municipality and be responsible for its remaining out permanently, the City Judge may, in his or her discretion, make an order allowing the animal to be removed from the municipality instead of being put to death.

(Ord. 2005-01, passed 11-8-2004)

KEEPING AND CONTROL OF ANIMALS

§ 90.045 SPECIFIC STANDARDS FOR CHICKENS AND FOWL

Keeping of Chickens and Fowl is Lawful, subject to the standards in this section. It shall be lawful to keep female domestic chickens and/or fowl over the age of three (3) months, or either sex under the age of three (3) months, or any combination thereof not to exceed the six (6) total allowed per household.

1. No male chickens or fowl over the age of three (3) months are permitted in city limits.
2. No chickens or fowl may run at large within the corporate limits of the City of Boulder. All chickens and fowl must be contained within the owner's property boundary.
3. Chicken and fowl enclosures and houses must always be kept in a neat and sanitary condition and must be cleaned on a regular basis so as to prevent offensive odors and disease.
4. Chickens and fowl shall have continuous access to adequate food and water.
5. Stored feed must be kept in a rodent proof and predator proof container.
6. Chickens and fowl shall be maintained in a healthy condition. All chickens and fowl shall either receive appropriate medical care or be culled.

7. No chicken or fowl house or enclosure shall be located in the front yard. No chicken house shall be located closer than twenty feet (20') to any structure inhabited by someone other than the chicken or fowl owner, custodian, or keeper; not closer than five feet (5') to any neighbor's property line or public alley; and not closer than ten feet (10') from any property line along a public street or roadway and shall comply with all applicable building code setbacks. Chicken/fowl houses may be movable but must comply with all standards of this section.
8. No chicken or fowl shall be kept in a manner so as to create noxious odors or noise of a loud, persistent and/or habitual manner.
9. No chicken or fowl shall be slaughtered in public view.
10. The number of chickens and/or fowl shall be limited to six (6) per household.

This chapter does not change the requirements of other ordinances and chapters requiring premises upon which animals are kept being maintained in a sanitary and healthy condition.

(Ord. 2005-01, passed 11-8-2004) Penalty, see § 90.999.

§ 90.046 SPECIFIC STANDARDS FOR LIVESTOCK

Except as set forth herein, livestock, as defined in §90.001, shall not be maintained within the corporate boundaries of the municipality.

Exceptions may be made for miniature swine kept solely as pets, and which are primarily kept indoors. Miniature swine must not exceed 30 lbs.

[A] REGISTRATION REQUIRED; FORM.

No person, persons, firm, or corporation shall raise or keep any horse or horses, within the corporate limits of the City without first having registered with the City Clerk to keep such horse or any number thereof. Registration shall be upon forms prescribed by the Council and shall set forth the name, age, breed, and description, including any special markings peculiar to such animal and the name, address, and telephone number of the owner and/or keeper of such animal. Registration of every animal with the City Clerk shall be accomplished within thirty days of acquisition by the owner, keeper, or responsible party.

[B] DEFINITIONS.

As used in this chapter:

1. "Horses" includes ponies, donkeys, mules, burros or any equine animal;
2. "Stable" means any structure or building used for the keeping, lodging or feeding of horses.

[C] REGISTRATION REQUIREMENTS.

The City Clerk shall register horses when all of the following conditions are found to exist:

(a) For the keeping and raising of one horse, the real property upon which such horse is to be raised or kept shall have a minimum of two acres; provided, however, that two horses may be raised or kept on two acres of real property; for each additional horse an additional 10,000 square feet of real property is required. However, in no event shall a permit be issued for more than five horses to any one person except that the above formula shall not apply to any parcel over five acres.

(b) A stable shall be required for the keeping, lodging, or feeding of horses and such stable shall be located not less than one hundred fifty feet from any residential structure.

(c) The Planning Board may grant a variance in the application of this chapter provided that such proposed use or variance would not be detrimental to the neighboring properties and where the denial of such use or variance would cause an undue hardship.

(d) Adequate fencing has been provided so as to keep the subject horse(s) securely confined. Such fencing shall be located not less than five feet from the property lines of the property upon which the horse(s) is to be raised or kept.

(e) All stables, yards, and corrals where horses are kept shall be maintained in a sanitary condition and shall be kept clean and in good repair so as to prevent the breeding of flies and the omission of deleterious or offensive odors. The issuance of a building permit for such stables, yards and corrals shall be subject to a written agreement attached as Exhibit A; provided further that a permit for any stables, yards or corrals shall not be issued to any real property where an inhabited residential structure does not exist.

[D] EXCEPTIONS.

The provisions of this chapter shall apply to all stables erected or constructed after the adoption of ordinance 2023-.01 The provisions of this chapter shall apply to all horses hereafter kept within the City except that those persons who presently maintain any number of horses in excess of the number permitted by this chapter upon registering such horses within thirty days of the effective date of ordinance 2023-01; passed on _____, 2023, shall have the right to continue to maintain such number of horses as they presently maintain; it is the intention of Council that the rights provided in this section shall run with the land; therefore any person who may hereafter acquire real property whereon horses have been registered under favor of this section may, within thirty days (30) after acquiring title to such real property, register a number of horses equal to or less than the number of horses previously registered for such real property in accordance with this section.

[D] PENALTY.

Any person, firm, or corporation who shall violate any provision of this chapter shall be fined in accordance with the most current fee schedule adopted by the Boulder City Council.

§ 90.048 STAKING PROHIBITED

No animal shall be staked outside the enclosed premises on private property as required in § 90.045.

(Ord. 2005-01, passed 11-8-2004) Penalty, see § 90.999.

§ 90.049 APPLICATION

This chapter applies to any person owning, keeping, or harboring an animal as defined herein.

(Ord. 2005-01, passed 11-8-2004)

§ 90.050 ENFORCEMENT

The animal control officer, community improvement coordinator, city law enforcement officer, city attorney, county sheriff's deputy, or any other law enforcement officer has the authority to enforce all provisions of this chapter.

(Ord. 2005-01, passed 11-8-2004)

ANIMAL KENNELS

§ 90.080 LICENSE; FEE; ISSUANCE; APPLICATION

(A) Any person maintaining a kennel within the city shall pay a yearly license fee for maintaining such kennel.

(B) Issuance of any kennel license shall be subject to the right of inspection of the kennel and premises by the animal control officer, community improvement coordinator, city law enforcement officer, county sheriff's deputy, or any other law enforcement officer.

(C) Application for such kennel license shall be made to the City Clerk and the application must be accompanied by the written consent of at least 75% of all property owners within 100 feet of the proposed kennel. This distance must be measured in a straight line from the closest property line of the neighboring property to the nearest property line of the licensee. The application must be accompanied by the license fee as provided in the most

current fee schedule resolution adopted by the city council. Said deposit shall be returned to the applicant if the license is not issued.

(D) The application for license shall state:

- (1) The name and address of the owner;
- (2) The location of the proposed kennel;
- (3) The number of animals proposed therein;
- (4) Verification from the property owner's insurer that there is sufficient liability insurance to cover any reasonably foreseeable occurrence involving the animals kept on the premises; and
- (5) The endorsement of the City Clerk, showing that the premises sought to be licensed as a kennel does not violate any zoning ordinance or resolution

(E) All animals housed at the kennel for a period of 10 days, or more are required to be licensed.

(Ord. 2005-01, passed 11-8-2004; Ord. 2010-01, passed 8-31-2009)

PENALTIES

§ 90.999 PENALTY

(A) All penalties under this ordinance shall be set by resolution.

City Clerk

From: Connie Grenz <conniegrenz63@gmail.com>
Sent: Friday, March 10, 2023 4:19 PM
To: City Clerk
Subject: Fwd: Letter to the City Council members-- please copy for each person!

Dear City Council members:

Attached is my letter which you may have already read in the Boulder Monitor March8,2023.

Our primary questions to you include:

Why this interest in controlling chickens?

What are the real complaints?

Does having a fee actually change the way people raise chicken's? Or does it just discourage people from having chickens?

What about rabbits? And parakeets? Ducks? geese? CATS?

RE: A business with 100+/- chickens... that seems to fit under a whole different category and include Sanitarian and maybe the Public health dept. I do not think the burden of that concern should be on small, local chicken hobbyists.
Sincerely Dean & Connie Grenz Sent from my iPhone

Thank you for the front page coverage of the City Council discussion of New Chicken cap in City Limits(03-01-2023)
Dean and I have been raising chickens off and on for many years, including when our youngest was in grade school. He cared for ducks, geese, rabbits, and quail. We typically go to each of our neighbor's homes, especially new neighbors and tell them about our birds, especially roosters. We have not had any complaints that I am aware of. I know of a few other people in town who raise chickens. We have been called if a chicken "escapes" or is found, to help capture and return. Even that has not happened in many years. I really disagree that chickens at large are a problem, especially while we still have "dogs at large", deer, coyotes, skunks, etc. We were once approached on the need for a city license as we sell eggs to friends. That permit says any business that makes a profit. Well, I keep track. We do not make a profit and did not get a permit.

I think that "if a guy wanted to open up a chicken farm in town we couldn't stop him." Can not be true. As that would certainly be a business and fall under a different category than Poultry license. I really wonder what Bear Taylor means when he said, "I've had enough people asking about it to where there's reason for concern,". I do not understand what people are asking about or what the concern is. I also do not understand what "any "uncomfortable situations" need to be prevented. Is the City Council stepping in for neighbors who should talk to each other?

Considering the average size of yards in Boulder, I do not agree that there needs to be a limit. We are not side by side as in Butte. We have over 20 hens. Last summer we had 7 roosters. That was not by choice. No complaints to us. We did move them to a country setting.

Re: "requiring owners to contain the amount of feces on the property" is not measurable. It takes up to 90 days to compost chicken manure. We also compost food scraps. That 'soil' goes into the garden when we plant. "Definitely maintaining a clean and healthy environment" is important to all animals and people. However; this is the individuals responsibility/as reported we "Want people to be responsible for themselves."

Finally, We will pay a license fee, and in good faith expect the money to support the Boulder Community thru services ie fire, snow plowing, ambulance and parks, etc.

Sincerely, Connie and Dean Grenz

PS This is not Hawaii or Key West. Chickens are allowed to be running loose.

Define public nuisance: an act, condition, or thing that is illegal because it interferes with the rights of the public generally.

Define hobby: an activity done regularly in one's leisure time for pleasure.

RESOLUTION 2023-02-R

RESOLUTION OF THE CITY OF BOULDER CITY COUNCIL ADOPTING A FEE SCHEDULE

WHEREAS, 7-21-4101, et al, (Municipal Business License Authority), 7-23-4101 et al, (Municipal Control and Protection of Domestic Animals), 76-2-3 (Municipal Zoning), 76-3-101, et al, (Local Regulation of Subdivisions), and 76-5-101, et. al, (Flood Plain and Floodway Management), MCA allow the City to establish licensing procedures and collect a fee for each, respectively; and

WHEREAS, in several areas of the City of Boulder's Municipal Code, it references fees for various applications, licensing, cemetery, and service fees associated with the utility system shall be adopted by resolution; and,

WHEREAS, the City of Boulder, to-date, has not established or adopted a fee schedule by resolution; and,

WHEREAS, to expedite customer service for those inquiring as to City fees, and to comply with the Boulder City Code's intention to establish a fee schedule, *Attachment "A"* to this resolution has been presented to the Boulder City Council and approved by the Boulder City council to serve as the established fee schedule; and,

WHEREAS, the Boulder City Council has the express authority under Montana Code Annotated to review, update, add, or delete fees as necessary; and,

WHEREAS, the Boulder City Council held a public hearing on the adoption of Resolution No. 2023-02-R on March 20, 2023, where public comment was taken; and,

WHEREAS, all public comments received during the March 24, 2023, public hearing were addressed as required under Section 76-3-107(3), MCA; and,

WHEREAS, at the conclusion of the public hearing, the Boulder City Council voted to adopt Resolution No. 2023-02-R.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Boulder, Montana adopts the attached Fee Schedule, labeled as *Attachment A*.

PASSED AND ADOPTED by the City Council of the City of Boulder this 20th day of March 2023.

Mayor

ATTEST:

Clerk of the City of Boulder

CITY OF BOULDER FEE SCHEDULE		
	CURRENT	PROPOSED
ZONING PERMITS		
Residential	\$50	\$100
Commercial	\$50	\$200
Garage or Addition to Residential Structure	\$75	\$75
Shed/Deck/Carport/Fence/Signs	\$75	\$50
After the Fact Zoning Permits	\$0.00	2X's the permit cost
BUILDINGS FOR LEASE OR RENT		
Review of Pre-Application	\$250 + actual consulting fees	\$250 + actual consulting fees
Review of Application	\$250 + \$10 per building/unit under review + actual consulting costs	\$250 + \$10 per building/unit under review + actual consulting costs
Variance Request	\$100 + actual consulting fees	\$100 + actual consulting fees
Modification/Amendment to an approved BLR project	\$100 + actual consulting fees	\$100 + actual consulting fees
Appeal of Administrative Determination	\$250 + actual consulting fees	\$250 + actual consulting fees
Amendment to BLR Regulations	\$1,500 + actual consulting fees	\$1,500 + actual consulting fees
VARIANCE APPLICATIONS		
Residential (Single Family/Duplex)	\$100	\$500
Multi-family or Commercial	\$100	\$700
Appeal of Decision		\$500
CONDITIONAL USE APPLICATIONS		
Residential & Commercial	\$100	\$500
Appeal of Decision	\$0.00	\$500
EXCAVATION PERMIT		
Permit	\$40	\$100
Inspection	\$30	\$100
FLOODPLAIN PERMIT		
		\$500

SUBDIVISION FEES		
Pre-Application Review	\$75 + actual consulting fees	\$75 + actual consulting costs
Preliminary Minor Plat Review	\$250 + actual consulting fees	\$250 + actual consulting costs
Preliminary Major Plat Review	\$250 + actual consulting fees	\$250 + actual consulting costs
Variance Review	\$350 per variance requested	\$350 per variance requested + actual consulting costs
Final Plat- Minor	\$500 + actual consulting costs	\$500 + actual consulting costs
Final Plat – Major	\$500 + actual consulting costs	\$500 + actual consulting costs
ANNEXATION FEES		
Petition for Annexation	\$500 + actual consulting costs	\$500 + actual consulting costs
CEMETERY FEES		
Full Casket interments (both opening & closing) on a regularly scheduled M-F workday, exclusive of holidays	\$350	\$350
Full Casket interments (both opening & closing), on a regularly scheduled M-F workday after 4:00 p.m. , exclusive of holidays	\$500	\$500
Full Casket interments (both opening & closing), on a Saturday, Sunday, or legal holiday	\$650	\$650
Full Casket disinterment's (both opening & closing), on a regularly scheduled M-F workday, exclusive of holidays	\$900	\$900
Full Casket disinterment's (both opening & closing) on a regularly scheduled M-F workday after 4:00 p.m. , exclusive of holidays	\$1,000	\$1,000
Full Casket disinterment's (both opening & closing) on a Saturday, Sunday, or legal holiday	\$1,100	\$1,100
Full Casket reinterments (both opening & closing) on a regularly scheduled M-F workday, exclusive of holidays	\$300	\$300
Full Casket reinternment (both opening & closing) on a regularly scheduled M-F workday after 4:00 p.m. , exclusive of holidays		\$500
Full Casket reinternment (both opening & closing) on a Saturday, Sunday, or legal holiday		\$550

Full Casket interment opening OR closing on a regularly scheduled M-F workday, exclusive of holidays		\$175
Full Casket interment opening OR closing on a regularly scheduled M-F workday after 4:00 p.m. , exclusive of holidays		\$250
Full Casket interment opening OR closing on a Saturday, Sunday, or legal holiday		\$325
Full Casket disinterment opening OR closing on a regularly scheduled M-F workday, exclusive of holidays		\$450
Full Casket disinterment opening OR closing on a regularly scheduled M-F workday after 4:00 p.m. , exclusive of holidays		\$500
Full Casket disinterment opening OR closing on a Saturday, Sunday, or legal holiday		\$550
Full Casket reinterment opening OR closing on a regularly scheduled M-F workday, exclusive of holidays		\$225
Full Casket reinterment opening OR closing on a regularly scheduled M-F workday after 4:00 p.m. , exclusive of holidays		\$250
Full Casket reinterment opening OR closing on a Saturday, Sunday, or legal holiday		\$275
Cremation interments (both opening & closing) on a regularly scheduled M-F workday, exclusive of holidays	\$150	\$150
Cremation interments (both opening & closing) on a regularly scheduled M-F workday, after 4:00 p.m. , exclusive of holidays	\$250	\$250
Cremation interments (both opening & closing) on a Saturday, Sunday, or legal holiday	\$375	\$375
Cremation disinterment's (both opening & closing) on a regularly scheduled M-F workday, exclusive of holidays	\$250	\$250
Cremation disinterment's (both opening & closing) on a regularly scheduled M-F workday, after 4:00 p.m. , exclusive of holidays	\$325	\$325
Cremation disinterment's (both opening & closing) on a Saturday, Sunday, or legal holiday	\$425	\$425

Cremation reinterments (both opening & closing) on a regularly scheduled M-F workday, exclusive of holidays	\$250	\$125
Cremation Reinterment's (both opening & closing) on a regularly scheduled M-F workday, after 4:00 p.m. , exclusive of holidays		\$162.50
Cremation Reinterment's (both opening & closing) on a Saturday, Sunday, or legal holiday		\$212.50
Cremation interment opening OR closing on a regularly scheduled M-F workday, exclusive of holidays		\$75
Cremation interment opening OR closing on a regularly scheduled M-F workday after 4:00 p.m. , exclusive of holidays		\$125
Cremation interment opening OR closing on a Saturday, Sunday, or legal holiday		\$187.50
Cremation disinterment opening OR closing on a regularly scheduled M-F workday, exclusive of holidays		\$125
Cremation disinterment opening OR closing on a regularly scheduled M-F workday after 4:00 p.m. , exclusive of holidays		\$162.50
Cremation disinterment opening OR closing on a Saturday, Sunday, or legal holiday		\$187.50
Cremation reinterment opening OR closing on a regularly scheduled M-F workday, exclusive of holidays		\$62.50
Cremation reinterment opening OR closing on a regularly scheduled M-F workday after 4:00 p.m. , exclusive of holidays		\$81.25
Cremation reinterment opening OR closing on a Saturday, Sunday, or legal holiday		\$106.25
Note: Burials during months where ground is frozen will pay actual costs for needed rental equipment and contractor time and will not be charged the fee on the fee schedule.		
POOL FEES		
Daily Swim-Per Session	Child \$2.50, Adult \$3.00	Child \$2.50, Adult \$3.00
Season Pass	Child \$60, Adult \$70, Family \$150	Child \$60, Adult \$70, Family \$150
10-Day Pass	Child \$20, Adult \$25	Child \$20, Adult \$25

Swim Lessons	1 Child \$30, each additional child \$25	1 Child \$30, each additional child \$25
Pool Rental	\$40/3 hrs. or \$25/hr. with a 2-hr. minimum	\$40/3 hrs. or \$25/hr. with a 2-hr. minimum
BUSINESS LICENSES – Fiscal Year Renewal		
Annual	\$35 per year	\$50
<u>New Businesses:</u> Annual obtained after December 31 st for Fiscal year Ending June 30 th .		\$25
<u>Existing Businesses:</u> License obtained 30 days after expiration		2x's the regular fee
Peddler/Hawker Transient	\$50 for 3-months & \$25 for every 3 months thereafter	\$20 if license is for 3 mos. or less; and annual fee if more than 3 mos.
Non-Profit/Seasonal, (Chamber of Commerce & Farmer's Market Vendors)		\$20
Consignment License	Not currently used	?
Multiple Businesses-Annual	\$50	\$65
DOG LICENSES – Annual Renewal for Jan. 1-Dec. 31		
Spayed or Neutered-Annual – (Annual) - §90.003	\$5	\$10
Non-Spayed or Neutered - less than 1 yr. of age (Annual) - §90.003	\$20	\$20
Non-Spayed or Neutered – older than 1 yr. of age – (Annual) - §90.003	\$20	\$25
Show Dogs/Service Dogs - §90.003	\$0	\$0
Replacement Tag - §90.003	\$2	\$2
Licenses obtained more than 30 days past expiration		2x's the actual fee
Prohibited Behavior of Animals, Owners, & Responsible Persons - §90.008		Same as "Nuisance Animal" and/or "Vicious Animal"
Bite Reporting, Rabies, & Quarantine - §90.009		All costs incurred by the city to enforce the provisions of §90.009

Nuisance Animal §90.010 **See definition of "Nuisance Animal"	1 st Offense Misdemeanor: \$75 2 nd Offense Misdemeanor: \$150 3 rd Offense Misdemeanor: \$300 Subsequent Offense(s): \$500	All costs incurred by the city to enforce the provisions of §90.010, plus: 1 st Offense Misdemeanor: \$100 2 nd Offense Misdemeanor: \$200 3 rd Offense: \$400 Subsequent Offense(s): \$500
Vicious Animal & Potentially Vicious Animals §90.011	1 st Offense Misdemeanor: \$100 2 nd Offense Misdemeanor: \$300 3 rd & Subsequent Offense(s) Misdemeanor: \$500	All costs incurred by the city to enforce the provisions of §90.010, plus: 1 st Offense Misdemeanor: \$150 2 nd Offense Misdemeanor: \$250 3 rd & Subsequent Misdemeanor: \$500
Registering of a Vicious Dog – §90.011 [D]		\$100 + individual dog license(s)
Failure to Register a Vicious Dog - §90.011		\$300, & every day the dog is not registered shall be deemed a separate offense.
Violation of Proper Restraint - §90.012	1 st Offense Misdemeanor: \$75 2 nd Offense Misdemeanor: \$150 3 rd Offense Misdemeanor: \$300 Subsequent Offense(s): \$500	All costs incurred by the city to enforce the provisions of §90.010, plus: 1 st Offense Misdemeanor: \$100 2 nd Offense Misdemeanor: \$200 3 rd Offense: \$400 Subsequent Offense(s): \$500
Animal at Large		All costs incurred by the city to enforce the provisions of §90.010, plus: 1 st Offense Misdemeanor: \$100 2 nd Offense Misdemeanor: \$200 3 rd Offense: \$400 Subsequent Offense(s): \$500
Deposit of excreta or waste on any public walk, recreation area, park area, or private property		All costs incurred by the city to enforce the provisions of §90.010, plus: 1 st Offense Misdemeanor: \$100 2 nd Offense Misdemeanor: \$200 3 rd Offense: \$400 Subsequent Offense(s): \$500
Cruelty to Animals - §90.015		Penalty consistent with 45-8-211 and/or 45-8-217, MCA
Impounding of Animals - §90.031		All costs incurred by the city to enforce the provisions

Unredeemed Animals - §90.032		All costs incurred by the city to enforce the provisions
Violation for No Proper Enclosure for Vicious Animal	\$300	Same as "Vicious Animal" offense(s)
POULTRY LICENSE - §90.045		\$25
CONTROL OF FOWL	1 st Offense Misdemeanor: \$75 2 nd Offense Misdemeanor: \$150 3 rd Offense Misdemeanor: \$300 Subsequent Offense(s): \$500	All costs incurred by the city to enforce the provisions of §90.045, plus: 1 st Offense Misdemeanor: \$100 2 nd Offense Misdemeanor: \$200 3 rd Offense: \$400 Subsequent Offense(s): \$500
CONTROL OF LIVESTOCK	1 st Offense Misdemeanor: \$75 2 nd Offense Misdemeanor: \$150 3 rd Offense Misdemeanor: \$300 Subsequent Offense(s): \$500	All costs incurred by the city to enforce the provisions of §90.046, plus: 1 st Offense Misdemeanor: \$100 2 nd Offense Misdemeanor: \$200 3 rd Offense: \$400 Subsequent Offense(s): \$500
ANIMALS KENNELS	\$75	\$100 + individual dog license(s)
WATER/SEWER FEES		
Activation/Suspension after hours		\$40
Delinquency Reconnect		\$25
Reactivation of Services		\$25
Initial Sewer Application Connection Fee	\$125	\$350
Capacity system letter from the city engineer		\$1,500
Initial Water Application Connection Fee	\$100	\$300
Capacity system letter from the city engineer		\$1,500
Bulk Water Sales	1 cent/gal. -1000 gal. minimum	1 cent/gal. -1000 gal. minimum
PUBLIC WORKS CALL-OUT FEES		
M-F after 4:30 p.m.		\$200
Weekends		\$300
Holidays		\$400

CITY COURT FEES		
Certified Copies	\$.75 per page	\$.75 per page
Civil Forms Self-Help Packet	\$7.50 per case	\$7.50 per case
Copy Costs	\$.50 per page	\$.50 per page
Electronic Reports/Statistics	\$10, plus copy fee per page	\$10, plus copy fee per page
Fax Fee	\$2 for 1 st pg. & \$1 per page thereafter	\$2 for 1 st pg. & \$1 per page thereafter
Records Check	\$20 per records check	\$20 per records check
Redacted Copies	\$1 per page	\$1 per page
PUBLIC RECORDS FEES		
Routine Public Records	\$.10 per page	\$.10 per page
Non-Routine Public Records	\$.10 per page if pgs. Can be found & copied within 10 min. or less	\$.10 per page: less than 10 min.
	\$.50 per page if pgs. take more than 10 min. to find and copy	\$.50 per page: more than 10 min.
	\$15.50/hr. if over 30 minutes	\$15.50/hr. if over 30 minutes
VIOLATION OF CURFEW - §130.01		1 st Offense Misdemeanor: \$25 2 nd Offense Misdemeanor: \$50 3 rd Offense Misdemeanor: \$100 Subsequent Offense(s): \$300
PUBLIC RESTROOM FEE	\$50	\$50
BEER/WINE/LIQUOR LICENSE		
Beer OR Wine (State \$200)	\$95 + \$35/\$50 Business License Fee	\$125, plus the single or multiple business license fee
Beer AND Wine (State \$200)	\$95 + \$35/\$50 Business License Fee	\$150, plus the single or multiple business license fee
All Beverage Liquor (State \$400)	\$120 + \$35/\$50 Business License Fee	\$250, plus the single or multiple business license fee
3-Day License	\$15.00 + \$25/\$50 Business License Fee	\$25, plus the single or multiple business license fee

16-4-501 THRU 16-4-503 The City may fix license fees, not to exceed a sum equal to five-eighths (62.5%) for an all-beverage license or 100% of the fee for a beer or beer and wine license collected by the Dept. of Revenue. Current state fees: \$200 beer or wine, \$200 wine & beer, \$400 all-beverage for cities with a population of less than 2,000.

Beer/Wine: $\$200 \times 62.5\% = \125 , city can charge a fee up to \$200.
All-beverage: $\$400 \times 62.5\% = \250 maximum fee allowed.

Any and all fees contained in the City Code that are in conflict with the fees listed on this Fee Schedule are hereby repealed and become null and void.

**Fees for Title V. Public Works, not defined in this schedule shall be added when the ordinance is updated.

** Fees for Title IX General Regulations not defined in this schedule shall be added when the ordinance is updated.

** Fees for other Titles not defined in this schedule shall be added when the ordinance is updated.

ADOPTED THIS ____ day of _____, 2023 by the Boulder City Council, Boulder, Montana.

Mayor

Attest:

Seal

City Clerk

City Clerk

From: Patricia Lewis <radon.gal@gmail.com>
Sent: Saturday, February 25, 2023 3:09 PM
To: City Clerk; Patricia Lewis; Drew Dawson
Subject: Re: Proposed fee schedule for March council meeting

Ellen

cc: DD

I'm spending the day reviewing the attached proposed fee, specifically Cemetery fees.

- Should we add an initial line item for the fee to purchase a plot (from our current Cemetery fees schedule). It is a sale of a product not unlike selling swim passes and business licenses?
- I'm looking up the definition of interment vs internment and found this: **Internment** is the act of detaining a person or a group of people, especially a group perceived to be a threat during wartime. The United States, for instance, infamously put many Japanese-American citizens into internment camps during the second world war. **Interment** is what happens when a deceased person is laid to rest. It refers primarily to the burial, but it can denote all the parts of the burial process.
- In the Proposed Fee Schedule, there appears to be an act of burial that is defined by the word "internment". What is your understanding? Certainly we don't "imprison" remains! Well, maybe we do. So, it appears that there are instances where someone is buried, removed, and then buried again?
- BUSINESS LICENSES: I don't have a problem with the suggested increase.
- Suggesting \$35 for nonprofits (and that the Chamber would cover the annual fee for the Farmers Market, I'd assume).
- Prorating the business license fee is kind, but I don't think it necessary. We don't prorate chamber dues when someone pays later in the year.... just a thought.
- Multiple businesses: I don't see the reason. Maybe first business \$50, 2nd business etc., \$35 each if same owner. But more appropriate, to me, is per business equal fees.

- I'd separate the dog licenses vs. vicious/nuisance dog situations which incur fines - along with other 'bad acts' by dogs and owners - as defined in Ordinance. Maybe Dog Licenses and Nuisance or Viscious Animal FINES.
- Public Works fees: maybe add "per hour"?
- City Court Fees: copies? make it a \$1 instead of 0.75cents. (first 5 pgs, then reduce cost thereafter if many pgs are requested)?

Just some thoughts on fees.

On Tue, Feb 21, 2023 at 4:55 PM City Clerk <cityclerk@cityofbouldermt.com> wrote:

I have attached a "proposed" fee schedule and resolution that will be on the March council agenda. Since I had a majority of the fee schedule done, I went ahead and finished it up to the best of my ability. I wanted to give you all time to review and have suggestions ready for the March meeting.

You will be receiving a copy of this in your March council packet.

Thank you!

Ellen Harne

City of Boulder Clerk/Court Clerk

Phone: 406-225-3381

Fax: 406-225-9498

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New Customer Information Sheet

Company/Municipality Information: _____

Billing Address: _____

City, State, Zip: _____

Contact for Payables: _____

Phone: _____

Email: _____

Project Contact: _____

Phone: _____

Email: _____

Location of Job

Shipping Address: _____

City, State, Zip: _____ County: _____

Is Sales Tax Applicable? Yes No, If not attach Contractor Certificate

Is the job located within city limits? Yes No

Owner of Property:

Name: _____

Contact: _____

Address: _____

Phone #: _____

Email: _____



Corporate Office
 81 Gold Miner Ln, Unit A
 Belgrade, MT 59714
www.peakwaterservices.com
 406.813.7035

Field Service Rates and Terms - 2022

JOBSITE RATES -

2022 Rate Chart For MT, ID, ND, UT, & WY Regions				
	Rate	Unit	Additional Call Out Rate (One-time fee)	Minimum Charge ⁵
LABOR				
Standard Straight Time (between 8am & 6pm local time)	\$120.00	/man hr	-	\$500.00
Contract Straight Time	\$105.00	/man hr	-	-
ADDITIONS TO STRAIGHT TIME				
Confined Space ² / Hazardous Space ³	+ \$100.00	/man hr	-	\$100.00
After Hours ⁴	+ \$50.00	/man hr	\$250.00	-
Weekends	+ \$50.00	/man hr	\$250.00	-
Holidays	+ \$50.00	/man hr	\$250.00	-
Hotsy Rental	+ \$250.00	/day	-	\$250.00

Travel Time will be included with standard rate or contract rate for time traveled from shop to shop, per tech. We generally send two (2) service technicians to respond to service calls.

Confined Space² (sometimes referred to as "permit space") is defined as a confined space that has one or more of the following characteristics: contains or has the potential to contain a hazardous atmosphere; contains material that has the potential to engulf an entrant; has walls that converge inward or floors that slope downward and taper into a smaller area which could trap or asphyxiate an entrant; or contains any other recognized safety or health hazard, such as unguarded machinery, exposed live wires, or heat stress.

Hazardous Conditions³ are defined as working in "Tyvek" type suites with raw, untreated, sewage that is uncontained (i.e. open to the atmosphere).

After Hours⁴ is defined as technicians being called to a site before or after normal shift hours during any given work week. Current shift hours for APE technicians are Monday through Friday, 8AM to 6PM.

Minimum Charge⁵ does not apply to contract customers.

SCHEDULED START-UP, PREVENTIVE MAINTENANCE AND INSPECTION SERVICE - Scheduled Start-up, Preventative Maintenance, and Inspection service will be performed at the rates detailed above, or outlined in a separate equipment purchase agreement. Minimum one-week notice required.

PURCHASE ORDER - A purchase order is required prior to the dispatching of the service technician.

ASSISTANCE - If needed, assistance by the customer and/or the customer's representative shall be provided at no cost to APE. In general, this assistance is limited to operating remotely located controls or pilot devices.

WARRANTY SERVICE TRIPS - All travel time associated with a warranty service call will be billed at the listed rates. All expenses for a warranty service call will be billed at actual cost. Time spent at the job site for a warranty repair will be at no charge. Non-warranty related service performed in conjunction with warranty service and/or delays as a result of inaccessibility to the equipment will be billed at the above rates.

PARTS - Parts and materials supplied in connection with Field Service work will be priced in accordance with Advanced Pump & Equipment, Inc. pricing sheets.

MAXIMUM WORK AND TRAVEL HOURS - Labor hours are calculated based on shop-to-shop hours. The maximum on site time and/or travel time shall not exceed 12 hours in a 24 hour period. A 1/2 hour break period is required for every four hours worked. In addition to the above, each employee must have a minimum of 12 hours rest away from the site for every 24 hour period. If around-the-clock services are required, two or more Field Service Personnel will be assigned to the project.

PAYMENT TERMS - Due upon receipt of invoice, unless prior arrangements have been made.

Work Scope: _____

Job Location: _____

I acknowledge and agree to the above labor rates and agree to pay for all work and materials required to complete the work.

Signature

Date

POSITION DESCRIPTION

CITY: Boulder
POSITION: Clerk-Treasurer
DEPARTMENT: Administration
ACCOUNTABLE TO: Mayor
WORK SCHEDULE: 40 hrs. per week, Monday through Friday, 8:00-4:30 with 30- minute unpaid lunch break.
Schedule may vary and overtime may be required.

The City of Boulder is an equal opportunity employer. The City shall, upon request, provide reasonable accommodation for otherwise qualified individuals with disabilities.

Summary of Position:

Under general administrative policies and Montana statutes, this position regulates, controls, and documents the financial condition of the City and ensures accuracy, completeness, and timeliness of resulting financial reports, records, and related documents. This position records, maintains and protects City records, files, ordinances, and documents.

Job Description/Essential Duties

These job functions are the essential duties of the position and are not all-inclusive of all the duties the incumbent may be assigned. This position is involved in complex and varied duties relating to recording, analyzing, evaluating, and directing City finances. This job performs administrative, supervisory, bookkeeping, and clerical duties requiring adherence to standards of accuracy, detail, timeliness, and confidentiality. Position must be able to work with frequent interruptions.

- Prepares and distributes the city council agenda and packets.
- Attend all regular and special city council meetings; oversee recording of the proceedings and prepare the minutes for public record.
- Assure that assigned areas of responsibility are performed within budget; monitor revenues and expenditures to assure sound fiscal control.
- Prepare the annual budget for all city funds and assist the mayor and council in finalizing the budget.
- Submit the annual budget documents to appropriate agencies within the prescribed timeframe.
- In collaboration with the independent auditing firm, prepare the Annual Financial Report and ensure the report is sent to the appropriate state agencies by the prescribed date.
- Prepare and submit all required financial reporting in a timely manner.
- Manage and distribute grant funds and maintain financial records for each grant.
- Reconcile all city accounts and prepare cash report to disburse to the Council and public.
- Oversee utility billing accounting.
- Oversee the petty cash fund.
- Prepare and enter all required Journal Vouchers
- Serve as the benefit coordinator, set-up and maintain personnel files, and assist all departments in the administration of the Policy Manual.
- Prepare bi-weekly payroll and all associated reports.
- Serve as custodian of official City records and public documents; perform certification and recording for the City as required on legal documents and other records requiring such certification; seal and attest by signature to ordinances, resolutions, contracts, easements, deeds, or any other documents requiring City certification.
- Prepare bid and legal notices for publication and post all notices as mandated by statute.
- Prepare and submit required information for property, liability, and vehicle/equipment insurances.
- Serve as the Secretary for the Finance/Investment Committee.
- Serve as the Secretary for the Planning Board/Zoning Commission.
- Draft city regulations, policies and procedures, ordinances, and resolutions for council action.
- Oversee the codification and recodification of ordinances into municipal code.
- Receipt, review, and approve as the appointed Zoning Administrator, all zoning, variance, subdivision, buildings for lease or rent, and annexation applications and work with all applicable outside entities for the approval/denial of applications.
- Supervises and coordinates office management functions.

- Supervises the purchasing of all materials, supplies, and equipment used in the administration of city office management.
- Serve as a Notary Public.
- May act as the city court clerk.
- Performs other related duties as the mayor and city council may prescribe.

Desired Minimum Qualifications (Education, Experience and Training):

- A combination of education and experience equivalent to a bachelor's degree in Accounting or Business Administration, and two years of demonstrated experience in accounting, office, records, fiscal management, word processing and spreadsheet software, and the ability to work effectively with people.
- Operating 10-key and keyboard by touch, (Typing and 10-key test may be required).
- Ability to operate office equipment.

Necessary Knowledge, Skills, and Abilities:

- Working knowledge of the principles and practices of office procedures. Thorough knowledge of modern record management techniques including legal requirements for recording, retention, and disclosure.
- Establish sound priorities on work assignments to assure an orderly and timely workflow; organize work to meet deadlines under pressure.
- Strong attention to accuracy, timeliness, and detail in all tasks.
- Possess the ability to remain self-motivated and highly productive.
- Must be able to deal tactfully and courteously with the public.
- Strong interpersonal skills.
- Strong multi-tasking skills.
- Strong customer service skills.
- Possess excellent time management skills.
- Ability to accurately record and maintain records; ability to establish and maintain effective working relationships with employees, other departments, officials and the public; ability to communicate effectively verbally and in writing; and ability to plan and organize.
- Proficient in Word and Excel, and accounting software.
- Must be able to handle difficult situations in a calm and composed manner.
- Must maintain strict confidentiality.
- Must be able to deal tactfully and courteously with the public.
- Must be able to handle difficult situations in a calm and composed manner.
- Must have working knowledge of state law defining the duties and responsibilities of a Clerk and Clerk/Treasurer.
- Must have knowledge of the BARS system accounting, governmental accounting, and financial reporting.
- Knowledge of Black Mountain Accounting Software preferred.

Special Requirements:

- Must be bondable
- Must have a valid State Driver's License, or the ability to obtain one.

Tools and Equipment Used:

Typewriter, personal computer, word processing, spreadsheet, and database software (currently Black Mountain Software Systems), 10-key calculator, telephone, copy/fax machine, and other equipment as required.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of the job, the employee is frequently required to sit and talk or hear, use hands and arms. The employee is occasionally required to walk.

The employee must occasionally lift and or move up to 25 pounds. Specific vision abilities required by the job include close vision and the ability to focus.

Work Environment:

The work environment characteristics here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions.

The noise level in the work environment is generally quiet.

Selection Guidelines:

Formal application, rating of education and experience, oral interview, background check, reference check, and job-related tests might be required.

The duties listed above are intended only as an illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approval: _____
(Mayor)

Adopted by the Boulder City Council on: _____

DRAFT



MEMORANDUM

TO: MMIA Employee Benefit Program Member Entities

FROM: Amanda Clark, MMIA EB Program Manager

DATE: February 15, 2023

RE: Early EB Rate Adjustment Indication for 2023-2024

The MMIA Employee Benefits (EB) Program will establish and release the final rates for our medical, dental, vision and life plans by mid-April. Because the MMIA EB Program Agreements require notification of withdrawal no later than March 1st, we are providing an early indication of our estimated rate adjustment for the upcoming 2023-2024 coverage year, based on the most current claims data.

The current claims data indicates a rate adjustment between 10-13% for the medical plans is possible for the upcoming policy year. Final rates will be set using additional claims data as we get closer to renewal. This additional information could impact final rates either positively or negatively. This is our best estimate, based upon early and incomplete data, of where rates could end up for the upcoming year. This rate indication is non-binding and is meant only to provide preliminary information for early decision making.

We know that costs for all goods and services have been higher recently with general inflation rates rising significantly over the last year. Unfortunately, your employees' medical claims costs are no different. In addition, we are seeing some rebound costs after covid where health risks are being identified and treated. Still the program continues to prioritize stability for the long term and works to meet member needs while also maintaining adequate funding to keep up with medical claim costs. Additionally, we continue to see success of cost-saving programs implemented, such as Reference Based Pricing and ProAct Plus, that help keep costs more manageable than what we would experience otherwise in the marketplace.

Per the EB Program Agreement, each participating member commits to participating in the program for five years. After that initial commitment, a member entity automatically renews their participation in the program for each succeeding coverage year, unless the member provides written notice of their desire to withdraw from the program at least 120 days prior to the start of the next coverage year. This means that a member that has participated for at least five years and wishes to withdraw from the program as of June 30th must send written notice to the MMIA Board of Directors by March 1st. Any member that does withdraw from the program *will not be eligible to apply to rejoin the program for a period of three years*. Final rates are set after any notifications of withdrawal have been received so the actuary can rate appropriately, including the impact of changed participation levels.

Open Enrollment for the program will be from May 15th to June 15th. This is the opportunity for employees to elect coverage changes, such as adding or dropping a dependent. If your entity allows individuals to choose between plan options, employees may also change their plan elections at this time.

Group election forms will be filled out electronically. Your city or town must elect benefit choices to offer your employees. You may decide to open up the medical plans to individual selection, or perhaps choose to offer the dental, vision or life plans to the group. Visit www.mmiaeb.net/group-elections/ to make your benefit selections for the upcoming coverage year and complete by April 19th. To assist you in making your selections, a copy of your current benefit elections will be mailed to you. Please feel free to contact us if you have any questions regarding the benefit plan changes or choices available to your entity.

The Employee Benefits Program Agreement can be found on our website at www.mmiaeb.net. Please let us know if you have any further questions regarding program participation, the 2023-2024 coverage year, or Open Enrollment.



MEMORANDUM

To: City of Boulder
From: Amanda Clark, EB Program Manager
Date: February 15, 2023
RE: Group Elections 2023-2024

Please find enclosed a letter regarding an early rate indication and membership in the MMIA Employee Benefits Program for the 2023-2024 fiscal year. Complete your group election form on our website at www.mmiaeb.net/group-elections. If you are unable to access the online form, please contact Nikki Willoughby at nwilloughby@mmia.net.

City of Boulder is currently offering (2022-2023 plan year):

1. **Medical:** Menu
2. **Dental:** Offered **Orthodontics:** Not Currently Offered
3. **Vision:** Offered
4. **Basic Life Insurance**
 - a. **Basic Life and AD&D:** \$20,000
 - b. **Dependent Life:** \$0
5. **Voluntary Life:** Offered

Current Eligibility Provisions (please verify this matches your employee handbook or city policy)

According to your employee handbook how many hours per week must an employee work regardless of the employer contribution to be eligible for benefits? (must be 30 hours or less): 30

For full time employees (min 130 hrs/month), what is your waiting period? The waiting period is the time between when an employee is eligible for benefits (newly hired/begins working the required minimum number of hours for benefits) and when the benefits begin. Employees enrolling in benefits must receive them no later than 90 days from their initial eligibility date.

1st of month following 30 days

Indicate and submit your 2023-2024 benefits selections by **April 19, 2023**. As a reminder, the "MENU" means that all four medical plans are available. This allows employees to choose a plan that best fits their individual needs. We highly recommend setting your contribution amount and then letting employees access the Menu.

Please feel free to contact the Employee Benefits program at 1-800-635-3089 and select option 4 if you have any questions.

CITY OF BOULDER INVESTMENT POLICY

I. Governing Authority

Legality

The investment program shall be operated in conformance with federal, state, and other legal requirements, including 7-6-201 – 7-6-213, M.C.A., 17-6-204, M.C.A., and other statutory references throughout this policy.

II. Scope

This policy applies to the investments of all funds held by the City of Boulder. Proceeds from certain bond issues and directed investments are not covered by this policy.

1. *Pooling of Funds*

Except for cash in certain restricted and special funds, City of Boulder will consolidate cash and reserve balances from all funds to maximize investment earnings and to increase efficiencies regarding investment pricing, safekeeping, and administration. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles and Montana Code Annotated.

III. General Objectives

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

Safety

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

a. Credit Risk

The City of Boulder will minimize credit risk, which is the risk of loss due to the failure of the security issuer or backer by:

- Limiting investments to the safest types of securities and those allowed by Montana State Statute.
- Pre-qualifying and maintaining a list of the financial institutions, broker/dealers, intermediaries, and advisers with which the City of Boulder will do business in accordance with Section V.

Diversifying the investment portfolio so that the impact of the potential losses from any one type of security or from any one individual issuer will be minimized.

b. Interest Rate Risk

The City of Boulder will minimize interest rate risk, which is the risk that the market value of securities in the portfolio will fall due to changes in market interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
- Investing operating funds primarily in shorter time securities, money market mutual funds, or STIP and limiting the average maturity of the portfolio in accordance with this policy (see section VIII).

2. *Liquidity*

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). Alternatively, a portion of the portfolio may be placed in money market mutual funds or STIP which offer same-day liquidity for short-term funds. The City of Boulder will not directly invest in securities maturing more than five (5) years from the date of purchase in accordance with state law.

3. *Yield*

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall generally be held until maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal.
- A security swap would improve the quality, yield, or target duration in the portfolio.
- Liquidity needs of the portfolio require that the security be sold.

The cash management portfolio shall be designed with the objective of regularly meeting or exceeding a performance benchmark, which could be the average return on three-month US Treasury Bills, the state investment pool, or the average rate on Fed funds, whichever is higher. These indices are considered benchmarks for lower risk investment transactions and therefore comprise a minimum standard for the portfolio's rate of return. The investment program shall seek to augment returns above this threshold, consistent with risk limitations identified herein and prudent investment principles.

IV. Standards of Care

1. *Prudence*

The standard of prudence to be used by the City of Boulder Finance/Investment Committee shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual's

security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

The "prudent person" standard states that, "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

2. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City of Boulder.

3. Delegation of Authority

Authority to manage the investment program is granted to the City of Boulder Finance/Investment Committee and derived from the following 7-6-201, 7-6-202. M.C.A. Responsibility for the operation of the investment program is hereby delegated to the City of Boulder Finance/Investment Committee, who shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this investment policy. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the City of Boulder Finance/Investment Committee.

V. Authorized Financial Institutions, Depositories, and Broker/Dealers

1. Authorized Financial Institutions, Depositories, and Brokers/Dealers

A list will be maintained of financial institutions and depositories authorized to provide investment services (See Appendix C). In addition, a list will also be maintained of approved security brokers/dealers selected by creditworthiness (e.g., a minimum capital requirement of \$10,000,000 and at least five years of operation. This may include "primary" dealers or regional dealers that qualify under Securities Exchange Commission (SEC) Rule 15C3-1 (Uniform Net Capital Rule).

All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following if requested:

- Audited financial statements demonstrating compliance with state and federal capital adequacy guidelines.
- Proof of National Association of Securities Dealers (NASD) certification (not applicable to Certificate of Deposit counterparties)
- Proof of state registration

- Completed broker/dealer questionnaire.
- Certification of having read and understood and agreeing to comply with the City of Boulder's investment policy.
- Evidence of adequate insurance coverage

An annual review of the financial condition and registration of all qualified financial institutions and brokers/dealers will be conducted by the City of Boulder Finance/Investment Committee.

VI. Safekeeping and Custody

1. Delivery vs. Payment

All trades of marketable securities will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds.

2. Internal Controls

The City of Boulder Finance/Investment Committee is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City of Boulder are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management.

The internal control's structure shall address the following points:

- Control of collusion
- Separation of transaction authority from accounting and recordkeeping
- Custodial safekeeping
- Avoidance of physical delivery securities
- Clear delegation of authority to subordinate staff members
- Written confirmation of transactions for investments and wire transfers
- Dual authorizations of wire transfers
- Development of a wire transfer agreement with the lead bank and third-party custodian.

Accordingly, the City of Boulder Finance/Investment Committee shall establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures or alternatively, compliance should be assured through the City of Boulder's annual independent audit.

VII. Suitable and Authorized Investments

1. *Investment Types*

Consistent with the GFOA Policy Statement on State and Local Laws Concerning Investment Practices, the following investments will be permitted by this policy and are those defined by state and local law where applicable (7-6-201, M.C.A., 7-6-202 M.C.A., 7-6-206, M.C.A., 17-6-204, M.C.A.)

7-6-201. Deposit of public funds in financial institutions. (1) Except as provided in 7-6-202, 7-6-206, or 7-6-2701, it shall be the duty of all county, city, and town clerks to deposit all public money in their possession and under their control in any solvent banks, building and loan associations, savings and loan associations, or credit unions located in the county, city, or town of which such treasurer is an officer, subject to national supervision or state examination as the local governing body may designate, and no other.

(2) Said local governing body is hereby authorized to deposit such public money not necessary for immediate use by such county, city, or town, in a savings or time deposit with any bank, building and loan association, savings and loan association, or credit union authorized above or in a repurchase agreement as authorized in 7-6-213.

(3) The treasurer or town clerk shall take from such bank, building and loan association, savings and loan association, or credit union such security as the local governing body may prescribe, approve, and deem fully sufficient and necessary to ensure the safety and prompt payment of all such deposits, together with the interest on any time or savings deposits.

(4) All such deposits shall be subject to withdrawal by the treasurer or town clerk in such amounts as may be necessary from time to time. No deposit of funds shall be made or permitted to remain in any bank, building and loan association, savings and loan association, or credit union until the security for such deposits shall have been first approved by the local governing body and delivered to the City of Boulder Clerk/Treasurer.

7-6-202. Investment of public money in direct obligations of United States. (1) A local governing body may invest public money not necessary for immediate use by the county, city, or town in the following eligible securities:

(a) United States government treasury bills, notes, and bonds and in United States treasury obligations, such as state and local government series (SLGS), separate trading of registered interest and principal of securities (STRIPS), or similar United States treasury obligations;

(b) United States treasury receipts in a form evidencing the holder's ownership of future interest or principal payments on specific United States treasury obligations that, in the absence of payment default by the United States, are held in a special custody account by an independent trust company in a certificate or book-entry form with the federal reserve bank of New York; or

(c) obligations of the following agencies of the United States, subject to the limitations in subsection (2):

- (i) federal home loan bank;
- (ii) federal national mortgage association;
- (iii) federal home mortgage corporation; and
- (iv) federal farm credit bank.

(2) An investment in an agency of the United States is authorized under this section if the investment is a general obligation of the agency and has a fixed or zero-coupon rate and does not have prepayments that are based on underlying assets or collateral, including but not limited to residential or commercial mortgages, farm loans, multifamily housing loans, or student loans.

(3) The local governing body may invest in a United States government security money market fund if:

(a) the fund is sold and managed by a management-type investment company or investment trust registered under the Investment Company Act of 1940 (15 U.S.C. 80a-1 through 80a-64), as may be amended;

(b) the fund consists only of eligible securities as described in this section;

(c) the use of repurchase agreements is limited to agreements that are fully collateralized by the eligible securities, as described in this section, and the investment company or investment trust takes delivery of the collateral for any repurchase agreement, either directly or through an authorized custodian;

(d) the fund is listed in a national financial publication under the category of "money market mutual funds", showing the fund's average maturity, yield, and asset size; and

(e) the fund's average maturity does not exceed 397 days.

(4) Except as provided in subsection (5), an investment authorized in this part may not have a maturity date exceeding 5 years, except when the investment is used in an escrow account to refund an outstanding bond issue in advance.

(5) An investment of the assets of a local government group self-insurance program established pursuant to 2-9-211 or 39-71-2103 in an investment authorized in this part may not have a maturity date exceeding 10 years, and the average maturity of all those authorized investments of a local government group self-insurance program may not exceed 6 years.

(6) This section may not be construed to prevent the investment of public funds under the state unified investment program established in Title 17, chapter 6, part 2.

7-6-206. Time deposits -- repurchase agreement. (1) Public money not necessary for immediate use by a county, city, or town that is not invested as authorized in 7-6-202 may be placed in time or savings deposits with a bank, savings and loan association, or credit union in the state or placed in repurchase agreements as authorized in 7-6-213. Money placed in repurchase agreements is subject to subsection (2).

(2) The local governing body may solicit bids for time or savings deposits from a bank, savings and loan association, or credit union in the state. The local governing body may deposit public money in the institutions unless a local financial institution agrees to pay the same rate of interest bid by a financial institution not located in the county, city, or town. The governing body may solicit bids by notice sent by mail to the investment institutions that have requested that their names be listed for bid notice with the department of administration.

(3) In addition to other investments authorized under 7-6-202 and this section, public money not necessary for immediate use by a county, city, or town may be invested in accordance with the following conditions:

(a) the money is initially invested through a federally insured financial institution in the state selected by the governing body;

(b) the selected in-state financial institution arranges for the deposit of the funds in certificates of deposit for the account of the county, city, or town in one or more federally insured financial institutions, regardless of location;

(c) the full amount of principal and accrued interest on each certificate of deposit is covered by federal deposit insurance;

(d) the selected in-state financial institution acts as the custodian for the county, city, or town with respect to the certificates of deposit issued for its account; and

(e) at the same time that the county, city, or town money is deposited and the certificates of deposit are issued, the selected in-state financial institution receives an amount of deposits from customers of other federally insured financial institutions, regardless of location, equal to or greater than the amount of money initially invested by the county, city, or town through the selected in-state financial institution.

17-6-204. Investment of local government funds. (1) The governing body of any city, county, school district, or other local government unit or political subdivision having funds which are available for investment and are not required by law or by any covenant or agreement with bondholders or others to be segregated and invested in a different manner may direct its treasurer to remit such funds to the state treasurer for investment under the direction of the board of investments as part of the pooled investment fund.

(2) A separate account, designated by name and number for each such participant in the fund, shall be kept to record individual transactions and totals of all investments belonging to each participant. A monthly report shall be furnished to each participant having a beneficial interest in the pooled investment fund, showing the changes in investments made during the preceding month. Details of any investment transaction shall be furnished to any participant upon request.

(3) The principal and accrued income, and any part thereof, of each and every account maintained for a participant in the pooled investment fund shall be subject to payment at any time from the fund upon request. Accumulated income shall be remitted to each participant at least annually.

(4) No order or warrant shall be issued upon any account for a larger amount than the principal and accrued income of the account to which it applies, and if any such order or warrant is issued, the participant receiving it shall reimburse the excess amount to the fund from any funds not otherwise appropriated, and the state treasurer shall be liable under his official bond for any amount not so reimbursed.

Investment in derivatives of the above instruments is not authorized by the City of Boulder's investment policy.

2. Collateralization

Where allowed by state law and in accordance with the GFOA Recommended Practices on the Collateralization of Public Deposits, full collateralization will be required on all demand deposit accounts, including checking accounts and non-negotiable certificates of deposit. Montana state law (7-6-207, M.C.A. and 7-6-208, M.C.A.) establishes the deposit security requirements for County investments.

7-6-207. Deposit security. (1) The local governing body may require security only for that portion of the deposits which is not guaranteed or insured according to law and, as to such unguaranteed or uninsured portion, to the extent of:

(a) 50% of such deposits if the institution in which the deposit is made has a net worth to total assets ratio of 6% or more; or

(b) 100% if the institution in which the deposit is made has a net worth to total assets ratio of less than 6%. The security shall consist of those enumerated in 17-6-103 or cashier's checks issued to the depository institution by any federal reserve bank.

(2) When negotiable securities are furnished, such securities may be placed in trust. The trustee's receipt may be accepted in lieu of the actual securities when such receipt is in favor of the treasurer or town clerk and his successors. All warrants or other negotiable securities must be properly assigned or endorsed in blank. It is the duty of the appropriate governing body, upon the acceptance and approval of any of the above-mentioned bonds or securities, to make a complete minute entry of the acceptance and approval upon the record of their proceedings, and the bonds and securities shall be reapproved at least quarter-annually thereafter.

7-6-208. Substitution of deposit security. (1) Any bank, building and loan association, savings and loan association, or credit union pledging securities as provided in 7-6-207, at any time it deems advisable or desirable, may substitute like securities for all or any part of the securities pledged. The collateral so substituted shall be approved by the governing body of the county, city, or town at its next official meeting.

(2) Such securities so substituted shall at the time of substitution be at least equal in principal amount to the securities for which substitution is made. In the event that the securities so substituted are held in trust, the trustee shall, on the same day the substitution is made, forward a receipt by registered or certified mail to the county, city, or town and to the depository bank, building and loan association, savings and loan association, or credit union. The receipt shall specifically describe and identify both the securities so substituted and those released and returned to the depository bank, building and loan association, savings and loan association, or credit union.

3. Repurchase Agreements

Repurchase agreements shall be consistent with GFOA Recommended Practices on Repurchase Agreements.

VIII. Investment Parameters

1. Diversification

The investments shall be diversified by:

- limiting investments to avoid overconcentration in securities from a specific issued or business sector (excluding US Treasury securities),
- limiting investment in securities that have higher credit risks,
- investing in securities with varying maturities, and
- continuously investing a portion of the portfolio in readily available funds such as STIP, money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

2. Maximum Maturities

To the extent possible, the City of Boulder shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City of Boulder will not directly invest in securities maturing more than five (5) years from the date of purchase or in accordance with state and local statutes and ordinances.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as STIP, money market funds, or overnight repurchase agreements to ensure that appropriate liquidity is maintained to meet ongoing obligations.

3. *Competitive Bids*

The City of Boulder Finance/Investment Committee shall obtain competitive bids from at least two brokers or financial institutions on all purchases of investment instruments purchased on the secondary market.

IX. Reporting

1. *Methods*

The City of Boulder Finance/Investment Committee shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and the individual transactions executed over the last quarter. This management summary will be prepared in a manner which will allow the City of Boulder to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the entity's local governing body, and the City of Boulder Finance/Investment Committee. The report will include the following:

- Listing of individual securities held at the end of the reporting period.
- Realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over one-year duration that are not intended to be held until maturity.
- Listing of investment by maturity date.
- Percentage of the total portfolio which each type of investment represents.

2. *Performance Standards*

The City of Boulder's cash management portfolio shall be designed with the objective of regularly meeting or exceeding a selected performance benchmark, which could be the average return on three-month US Treasury bills, the state investment pool, a money market fund, or the average rate of Fed funds. These indices are considered benchmarks for lower risk investment transactions and therefore comprise a minimum standard for the portfolio's rate of return.

3. *Marking to Market*

The market value of the portfolio shall be calculated annually and a statement of the market value of the portfolio shall be issued with the audited financials. This will ensure that review of the investment portfolio, in terms of value and price volatility, has been performed consistent with the GFOA Recommended Practice on "Mark-to-Market Practices for State and Local Government Investment Portfolios and Investment Pools." In defining market value, consideration should be given to the GASB Statement 31 pronouncement.

X. Policy Considerations

1. *Exemption*

Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

2. *Amendments*

This policy shall be reviewed on an annual basis. Any changes must be approved by the investment officer and any other appropriate authority, as well as the individuals charged with maintaining internal controls.

XI. Approval of Investment Policy

The investment policy shall be formally approved and adopted by the governing body of the City of Boulder and reviewed on a regular basis.

XII. List of Attachments

The following documents, as applicable, are attached to this policy:

- Listing of authorized personnel, Appendix A
- Relevant investment statutes and ordinances, Appendix B
- Listing of authorized broker/dealers and financial institutions, Appendix C
- Internal Controls, Appendix D

XIII. Other Documentation

- Master Repurchase Agreement,
- Broker/Dealer Questionnaire,
- Safekeeping Agreements,
- Wire transfer agreements,
- Sample investment reports.

Boulder City Council

DATE:

BY: _____

BY: _____

BY: _____

BY: _____

ATTEST:

City of Boulder Clerk/Treasurer



3228 Centennial Dr. • Helena, MT 59601
 (406) 449-2696 • Fax (406) 248-7698
 www.mountainalarm.com

COMMERCIAL ALARM SYSTEM AGREEMENT

Date _____

AGREEMENT between FIRE PROTECTION SERVICE CORPORATION, a Utah corporation doing business as Mountain Alarm (Contractor), and the following described customer Building Owner/Property Management (Customer) Southwest Montana Youth Partners

Billing Name and Address: Southwest Montana Youth Partners

Service Name and Address: Southwest Montana Youth Partners
200 W 4th Ave

Boulder MT 59632

Email: _____

Service Telephone: _____

Systems and Services: Customer hereby requests Contractor to install and provide the following alarm system and/or services at the address specified (the Premises). The system to be installed (the System) and services to be provided (the Services) are more fully described in the attached Schedule of Equipment and Service, and Contractor agrees to do so on the terms and conditions of this Agreement for the charges specified below:

Billing <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually		Billing <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually	
Monitoring/System	Alarm.com	Services	Inspections
<input checked="" type="checkbox"/> Fire \$ <u>35.00</u>	<input type="checkbox"/> Signal Forward \$ _____	<input type="checkbox"/> Supervised Opening & Closing \$ _____	<input type="checkbox"/> Fire Alarm \$ _____
<input type="checkbox"/> Security \$ _____	<input type="checkbox"/> Commercial \$ _____	<input type="checkbox"/> Reports - <input type="checkbox"/> Monthly <input type="checkbox"/> Weekly \$ _____	<input type="checkbox"/> A <input type="checkbox"/> S/A <input type="checkbox"/> Q <input type="checkbox"/> M <input type="checkbox"/> Fire Extinguishers \$ _____
<input type="checkbox"/> Video \$ _____	<input type="checkbox"/> Commercial + \$ _____	<input type="checkbox"/> Unsupervised Opening & Closing \$ _____	<input type="checkbox"/> Smoke Detector Cleaning \$ _____
<input type="checkbox"/> Refuge \$ _____	<input type="checkbox"/> Commercial Video 8 \$ _____	<input type="checkbox"/> Reports - <input type="checkbox"/> Monthly <input type="checkbox"/> Weekly \$ _____	<input type="checkbox"/> A <input type="checkbox"/> S/A <input type="checkbox"/> Q <input type="checkbox"/> M <input type="checkbox"/> Fire Pump Inspection \$ _____
<input type="checkbox"/> Elevator \$ _____	<input type="checkbox"/> Commercial Video 16 \$ _____	<input type="checkbox"/> Web Access \$ _____	<input type="checkbox"/> EM/Exit Lighting \$ _____
	<input type="checkbox"/> Access Control \$ _____	Maintenance <input type="checkbox"/> Full <input type="checkbox"/> LO <input type="checkbox"/> PO \$ _____	<input type="checkbox"/> Kitchen Hood Inspection \$ _____
	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Guard \$ _____	<input type="checkbox"/> Dry System/Antifreeze \$ _____
Advanced Communication	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Alarm Permit \$ _____	<input type="checkbox"/> Backflow Inspection \$ _____
<input type="checkbox"/> Call \$ _____		<input type="checkbox"/> Chat \$ _____	<input type="checkbox"/> A <input type="checkbox"/> S/A <input type="checkbox"/> Q <input type="checkbox"/> M <input type="checkbox"/> Fire Hydrants \$ _____
Cell type _____	<input checked="" type="checkbox"/> DMP \$ <u>23.00</u>	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> A <input type="checkbox"/> S/A <input type="checkbox"/> Q <input type="checkbox"/> M <input type="checkbox"/> Other _____ \$ _____
<input type="checkbox"/> AES \$ _____	<input type="checkbox"/> DMP V/KP \$ _____	Access	<input type="checkbox"/> Sensitivity Test \$ _____
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Managed <input type="checkbox"/> Cloud <input type="checkbox"/> Blue Key \$ _____	
Other type _____			

Payment for Service: Customer agrees to pay Contractor \$ 58.00 per month for on-going monitoring, and/or other services indicated above, payable in advance commencing on the date installation is completed and continuing for the first 24 months of this Agreement. Customer further agrees that at any time following expiration of the first 24 months of this Agreement, Contractor may increase the on-going monthly charges specified above for the balance of the term and any renewal thereof. Such increase may be made no more frequently than once during any 12 month period. Customer agrees to pay the full amount of such increase that does not exceed a 15% increase over the previous 12 months' basic on-going charges. If Contractor increases the basic on-going charge by an amount greater than the 15% herein agreed to, Customer may terminate this Agreement upon written notice to Contractor within 15 days of notification of such increase.

Term, Renewal, and Expiration. This Agreement shall remain in force for an initial term of 36 months from the date the System is installed and becomes operative, or the date of execution of this Agreement, whichever is later. It shall be automatically renewed for consecutive terms of one year, unless one party gives written notice to the other at least 60 days prior to the end of the then current term of its intent to allow this Agreement to expire at the end of such term.

ADDITIONAL TERMS AND CONDITIONS:

1. Limitation of Contractor's Liability. It is understood that Contractor is not an insurer; that insurance, if any, is to be obtained by Customer independent of Contractor and this Agreement; and that the amounts payable to Contractor hereunder are based upon the value of the System and the Services and upon the scope of liability as herein set forth and are unrelated to the value of Customer's property or the property of others located at Customer's Premises. Contractor can give no assurance and makes no guarantee or warranty, including any implied warranty of merchantability or fitness for a particular purpose, that the System or Services supplied will avert or prevent burglary, fire, or other occurrences, or their related consequences, that the System Services are designed to detect. It is impractical and extremely difficult to fix the actual damages, if any, that may proximately result from failure on the part of the Contractor to perform any of its obligations hereunder. Customer does not desire this Agreement to provide for full liability of Contractor and agrees that Contractor should be exempt from liability for loss, damage, or injury due directly to occurrences, or their related consequences, that the System or Services are designed to detect; that if Contractor should be found liable for loss, damage, or injury due to failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual charge for Services provided to the Premises or \$250.00 (whichever is greater) as the agreed upon damages and not as a penalty, as the exclusive remedy; and that the provisions of this paragraph shall apply if loss, damage, or injury regardless of cause or origin, results indirectly to person or property from the performance or nonperformance of obligations imposed by this Agreement or from negligence, active or otherwise, of Contractor, its agents or employees. No suit or action shall be brought against Contractor more than one year after the accrual of the cause of action thereof. It is further agreed that the limitations of liability expressed herein shall inure to the benefit of and apply to all shareholders, parents, and subsidiaries of Contractor and all other companies or persons affiliated with Contractor hereunder by assignment. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, that department or other organization may invoke the provisions hereof against any claims by Customer due to any failure of such department or organization. IF CUSTOMER WISHES CONTRACTOR TO ASSUME A GREATER LIABILITY HEREUNDER THAN SPECIFIED ABOVE, CUSTOMER SHALL NOTIFY CONTRACTOR OF THAT FACT AND CONTRACTOR SHALL AMEND THIS AGREEMENT BY ATTACHING A RIDER SETTING FORTH THE MAXIMUM AMOUNT OF ADDITIONAL LIABILITY ASSUMED AND THE ADDITIONAL AMOUNT PAYABLE BY CUSTOMER FOR THE ASSUMPTION BY CONTRACTOR OF SUCH GREATER MAXIMUM AMOUNT OF LIABILITY. SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED AS MAKING CONTRACTOR AN INSURER.

Since the parties agree that Customer retains the sole responsibility for the life and safety of all persons in the protected Premises, and for protecting against losses to his own property or the property of others in the protected Premises, Customer agrees to list Contractor as additional insured on all insurance policies in effect at the above Premises. If Customer does not so list Contractor as an additional insured, Customer shall indemnify and hold harmless Contractor, its employees and agents, from and against all claims, lawsuits, and losses, including attorney's fees, by persons not a party to this Agreement, relating to the System or Services provided under this Agreement.

2. Limited Warranty. If Customer has purchased the System from Contractor, Contractor warrants that the equipment of the System will be free from defects in material and workmanship for a period of 90 days from the date the System is placed into operation. If, during the 90-day period, any equipment proves to be defective, it will be repaired or replaced, at Contractor's sole option, free of charge. This warranty does not apply (a) to any defect caused by damage (other than damage resulting from a defect) that occurred while the System was in possession of Customer, including damage resulting from accidents, acts of God, alteration, misuse, tampering, or abuse; (b) to defects resulting from Customer's failure to follow operating instructions properly; (c) to adjustments necessitated by misalignment of cameras, improper adjustment of monitor brightness and contrast tuning controls or insufficient light on an area viewed by a camera; and (d) to problems due to electrical power or telephone service outage. If Customer calls for service under this limited warranty and upon inspection by Contractor's representative it is found that one or more of the conditions described in the clause (a) through (d) led to the inoperability or apparent inoperability of the System, a charge will be made for the service call whether or not Contractor's representative actually works on the System. Should it be necessary to make actual repairs to the System due to conditions or circumstances not covered by this limited warranty, a charge will be made for such repairs at Contractor's then applicable rates for labor and material. Warranty service will be furnished by Contractor during its normal business hours, 7:00 a.m. to 4:00 p.m. local time, Monday through Friday, holidays excluded. THIS LIMITED EQUIPMENT WARRANTY DOES NOT APPLY TO ANY SECURITY SYSTEM OR EQUIPMENT LEASED BY CUSTOMER FROM CONTRACTOR. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING CONTRACTOR'S NEGLIGENCE, SHALL BE REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. CONTRACTOR SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY CONTRACTOR, NEGLIGENCE OF CONTRACTOR OR OTHERWISE.

3. Entire Agreement. This Agreement, including the provisions on the reverse side of this page and attached Schedule of Equipment and Service, constitute the entire agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the Premises covered by this Agreement. In executing this Agreement, Customer is not relying on any advice or advertisement of Contractor. Customer agrees that any representation, promise, condition, inducement, or warranty, express or implied, not included in writing in this Agreement shall not be binding upon either party, and that the terms and conditions hereof apply as printed without alteration or qualification, except as specifically modified in writing, signed by a duly authorized representative Contractor. The terms and conditions of this Agreement shall govern notwithstanding any inconsistent or additional terms and conditions of any purchase order or other document submitted by Customer. This Agreement shall not become binding on Contractor unless and until approved by a duly authorized representative of Contractor as Provided below.

4. Miscellaneous Charges and Increases in Charges. (a) Customer shall pay any federal, state, and local taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the Services provided for herein, including any increase in charges to Contractor for facilities required for transmission of signals under this Agreement. (b) At Contractor's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either Contractor or Customer is assessed any fine or penalty by any municipality or fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty. (c) The monthly service charges for monitoring include telephone company line charges if required. Contractor may increase its monthly charge at any time to reflect any increase in the charges for the Customer facility covered by this Agreement. Customer shall also pay any telephone company toll charges incurred in the operation of the System. (d) Installation charges set forth herein assume installation will be performed during Contractor's normal working hours and using its own personnel. If Customer requests this installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors because of Customer's requirements, the installation charge is subject to adjustment. (e) If any government agency requires any changes in the System originally installed, Customer agrees to pay for the cost of any such changes. (f) The prices stated herein for the System and Services to be provided are based upon the number and type of components, type of security, and service specified in the Schedule of Equipment and Service. Should Customer request or require additional equipment protection, security devices or services, the final contract price will be adjusted accordingly. (g) Amounts payable to Contractor hereunder that are past due shall accrue interest at a rate of 18% per annum, compounded monthly.

5. Further Obligations of Customer. (a) Customer, at its own expense, shall supply appropriate uninterruptible AC electric power, outlets for such power, located according to Contractor's requirements, and telephone company interconnection jacks, if required.
 (b) Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove or otherwise interfere with equipment installed by Contractor, nor shall Customer permit the same to be done by others. If any work is required to be performed by Contractor, by Customer's breach of the foregoing obligations, Customer will pay Contractor for such work in accordance with Contractor's then current prevailing charges for labor and material.
 (c) For those Premises where Contractor is to provide central station service, Customer shall furnish Contractor in writing a list of the names, title, residence addresses, phone numbers, and signatures of all persons authorized to enter the Premises of Customer during scheduled closed periods and shall be responsible for updating such list. In cases of supervised service, Customer shall also furnish Contractor with an authorized daily and holiday opening and closing schedule.
 (d) Customer shall carefully and properly set the alarm System each night or at such other times as Customer shall close its premises. Customer shall carefully and properly test the alarm System prior to each closed period and shall immediately report to Contractor any claimed inadequacy in or failure of the System. Customer shall perform a daily walk test of any motion detection equipment used on the Premises.
 (e) Customer shall permit Contractor access to the premises for any reason arising out of or in connection with Contractor's rights or obligations under this Agreement.
 (f) Should any part of the System be damaged by fire, water, lightning, acts of God, or any cause beyond the control of Contractor, any repairs or replacement shall be paid for by Customer, ordinary wear and tear excepted.
 (g) Any claim by Customer for improper installation or a defect in the System shall be made to the Contractor within 30 days after installation is completed.
 (h) Customer represents and warrants that Customer is the owner of the Premises or, if not, that the owner thereof agrees and consents to the installation of the System on the Premises. Customer shall indemnify and hold Contractor harmless from and against any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from Contractor's inability to recover leased system components where Customer moves out of the Premises.
 (i) For those Premises where Contractor is to provide central station sprinkler supervisory and waterflow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, connected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with Contractor's signalling devices. Customer further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the Premises to be protected.
 (j) For those Premises where closed circuit television equipment is provided, Customer will provide adequate illumination under all operational conditions for the proper operation of the closed circuit television camera and will provide any necessary AC power supply where required as well as shelf or desk space for monitors.
 (k) Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and / or transmitting equipment at Customer's Premises.

6. Further Obligations of Contractor; Limitations. (a) Contractor shall not be held responsible or liable for delay in installation of the System or interruption of Service, due to strikes, lockouts, riots, floods, fires, lightning, acts of God, or any cause beyond the control of Contractor, including interruptions in telephone service. Contractor will not be required to supply service to Customer while any such cause continues.
 (b) For those Premises where monitoring service is provided, Contractor, upon receipt an alarm signal from Customer's Premises, shall make every reasonable effort to transmit the alarm promptly to the police or fire department having jurisdictions (except that, to avoid false alarms, Contractor retains the right, in its sole judgment, to first investigate the cause of such signal by either telephoning Customer or dispatching a representative to Customer's Premises to determine whether an emergency condition exists, warranting transmission of the signal to the police or fire department). Contractor shall also make a reasonable effort to notify Customer's designated representative by telephone of every genuine alarm received, unless instructed to do otherwise by Customer.
 (c) In case of possible telephone line trouble detected by Contractor, Contractor shall contact the telephone company and request they determine the location of the trouble, if unknown to Contractor. When the trouble has been traced to a specific Customer, Contractor will make a reasonable effort to notify Customer or his designated representative. If any service or repair to Customer's equipment becomes necessary, Contractor shall, at Customer's request, dispatch a representative to Customer's premises for the purpose of making the necessary service or repair, which service or repair will be paid for by Customer at Contractor's standard rates unless covered by maintenance services provided by Contractor hereunder. It is understood that the telephone company is not the agent of Contractor, and Contractor shall not be liable for the telephone company's negligent performance or delay in performance.
 (d) For those Premises where card access security is provided, Contractor assumes no responsibility or liability for lost or stolen access cards.
 (e) For those Premises with a direct connection to the municipal police, fire department, or any other agency shown, it is mutually understood and agreed that signals transmitted hereunder will be monitored in municipal police and / or fire departments or other locations, and that the personnel of such municipal police and / or fire departments or other locations are not Contractor's agent, nor does Contractor assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.
 (f) For those Premises where maintenance services are provided, Contractor will bear the expense of all ordinary maintenance and repair of the System due to normal wear and tear to the System. The expense of all extraordinary maintenance and repair due to alterations in Customer Premises, alterations of the System made at the request of Customer made necessary by changes in Customer's Premises, damage to the Premises or to the alarm system, or to any cause beyond the control of Contractor, shall be borne by Customer. Customer agrees to furnish any necessary electric current through Customer's meter and at Customer's own expense with an outlet within 10 feet of the System control panel. It is mutually agreed that the work of installation and Contractor's periodic inspections, repairs and tests of the System shall be performed between the hours of 7:00 a.m. and 4:00 p.m., exclusive of Saturdays, Sundays, and holidays. EXCLUSIONS: Maintenance on the following devices will be provided only on a time and material basis: (1) window foil, (2) security screens, (3) any exterior mounted devices and (4) PROM (Programmable Read Only Memory). Maintenance service will not apply to any condition to which the equipment warranty specified in paragraph 2 does not apply. Contractor's obligation relates to the maintenance solely of the specific protection system owned by the Customer and described in this Agreement. Contractor is in no way obligated to maintain, repair, service, replace, operate, or assure the operation of any device or devices of Customer of others not installed by Contractor. If Maintenance Agreement is not contracted for before the expiration of the limited warranty provided in paragraph 2, Contractor will provide maintenance service only after inspecting the System and making any necessary repairs or replacement to the System at a charge to the Customer for labor and / or material at Contractor's then prevailing rates.

7. Title to Equipment and Use of Leased Systems. Any equipment installed on Customer's premises that is leased from Contractor shall at all times remain solely the property of Contractor, and Customer agrees not to permit the attachment thereto of any equipment not furnished by Contractor. It is further understood and agreed that Contractor may remove or abandon said System, in whole or in part, upon termination of the lease by lapse of time, default of any monies due hereunder, or otherwise without any obligation to repair or redecorate any portion of the protected premises. Such removal or abandonment shall not be held to constitute a waiver of the right of Contractor to collect any unpaid charges that have accrued hereunder.

8. Termination. (a) Contractor may terminate this Agreement immediately upon written notice in the following circumstances: (i) if Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of the monies due for the unexpired term of this Agreement shall become immediately due and payable; (ii) if Contractor's central station, the telephone line, wires, or Contractor's equipment at Customer's premises are destroyed or so substantially damaged that is commercially impractical to continue service to Customer's premises; (iii) if Customer fails to follow recommendations made by Contractor for repair or replacement of defective parts of the System not covered under the limited warranty or maintenance service provided for therein, or if Customer's failure to follow operating instructions properly results in an undue number of false alarms, or if the premises in which the System is installed are so modified or altered after installation of the system as to render continuation of service impractical; and (iv) as provided in paragraph 9 relating to assignment.
 (b) Customer may terminate this Agreement, in the following circumstances: (1) immediately upon written notice, if Customer's Premises are, by any cause beyond the control of Contractor, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such Premises; (ii) as provided on the front page relating to expiration, or (iii) as provided on the front page relating to price increases.
 (c) Should Customer default in the payment of his account, Customer shall be responsible for the payment of all fees, including reasonable attorney fees incurred by Contractor in the collection of Customer's account. If there is no agreement or provision of law for a different rate, the interest on money shall be at the rate of eight percent per annum, compounded annually.
 (d) Upon termination of this Agreement, Customer shall permit Contractor access to Customer's premises in order to deactivate any telephone line signalling device.

9. Assignment. This Agreement is not assignable by Customer except upon prior written consent of Contractor, however this Agreement is assignable by Contractor without prior written consent of Customer.

10. Maintenance Plan. Full Maintenance Plan covers normal wear and tear of existing parts/equipment, including factory defective parts/equipment, with an exact or better replacement and the labor costs associated with installation. Parts Only Maintenance Plan covers normal wear and tear of existing parts/equipment, including factory defective parts/equipment, but does not cover labor charges which will be incurred at the standard applicable rate. Labor Only Maintenance Plan does not cover any parts/equipment, including factory defective parts/equipment, but does cover labor costs associated with repair and/or installation of parts which will be charged at the standard applicable cost.

11. Remote Support. Contractor will provide remote support for equipment installed at Customer's premise using one of the following: (i) An equipment vendor's website which has secure remote access communication paths built in between the hardware and vendor support site. (ii) Remote access software installed, supported, and maintained by Customer on their computer network. Remote access credentials and support software will be supplied by the Customer at time of service request. This software will then be loaded by employees of the Contractor on company issued hardware that is following standard cybersecurity policies. The Customer accepts all legal cybersecurity risks and costs in relation to the remote access software. (iii) Software communicating over traditional phone lines to fire/security alarm panels.

YOU EXPRESSLY AUTHORIZE FIRE PROTECTION SERVICE CORPORATION AND ITS AFFILIATES TO CALL OR TEXT YOU AT THE TELEPHONE NUMBER(S) (INCLUDING CELL PHONE NUMBERS) PROVIDED REGARDING THIS ACCOUNT AND ADDITIONAL OFFERS, PRODUCTS OR SERVICES OR OTHER INFORMATION USING AN AUTOMATED DIALER OR A PRERECORDED OR ARTIFICIAL VOICE. YOU UNDERSTAND THAT YOU ARE NOT REQUIRED TO GIVE THIS AUTHORIZATION AS A CONDITION OF SUBSCRIBING TO THE SERVICES. MESSAGE AND DATA RATES MAY APPLY. CUSTOMER'S INITIALS _____

Customer hereby acknowledges that he or she has read and understands this entire Agreement.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. (RESIDENTIAL CUSTOMERS ONLY)

<p>FIRE PROTECTION SERVICE CORPORATION</p> <p>Written by <u>Jake Allen</u></p> <p>Approved and accepted by Fire Protection Service Corporation</p> <p>By _____</p> <p>President</p> <p>Title _____ Date _____</p>	<p>CUSTOMER</p> <p>By (Print Name) _____</p> <p>Signature _____</p> <p>Title _____ Date _____</p>
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NOT BINDING ON CONTRACTOR WITHOUT APPROVAL BY A DULY-AUTHORIZED REPRESENTATIVE OF FIRE PROTECTION SERVICE CORPORATION.

Notes (Internal Office Use Only):

Certificate Of Completion

Envelope Id: 410694A563334E329BCF827B772FB5CC

Status: Sent

Subject: Your Mountain Alarm System Agreement for signature- Southwest Montana Youth Partners- Fire Alarm Mon

Source Envelope:

Document Pages: 2

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Jake Allen

AutoNav: Enabled

4155 Harrison Blvd

Envelopeld Stamping: Enabled

Ogden, UT 84403

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

jakea@mountainalarm.com

IP Address: 98.127.139.213

Record Tracking

Status: Original

Holder: Jake Allen

Location: DocuSign

3/6/2023 8:22:48 AM

jakea@mountainalarm.com

Signer Events

Lindsey Graham

lindsey.graham@jdcmt.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 3/6/2023 8:37:24 AM

ID: 0f72d1f2-b5ac-4ee7-a821-c4aa6a19c377

Rose Peterson

kbdocs@mountainalarm.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Processing

processing@mountainalarm.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Finalize

President

Signing Group: Finalize

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Carbon Copy Events**Status****Timestamp**

Processing

processing@mountainalarm.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

Contracts

contracts@mountainalarm.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Accepted: 9/21/2021 8:49:49 PM
ID: 1af83109-80ba-443d-9de2-a77296ff2032

Dirk Bauwens

dirkb@mountainalarm.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

3/6/2023 8:25:38 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

CONSUMER DISCLOSURE

From time to time, Fire Protection Service Corp (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Fire Protection Service Corp:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: aallen@mountainalarm.com

To advise Fire Protection Service Corp of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at aallen@mountainalarm.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Fire Protection Service Corp

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to aallen@mountainalarm.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Fire Protection Service Corp

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to aallen@mountainalarm.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> • Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

By checking the "I Agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Fire Protection Service Corp as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Fire Protection Service Corp during the course of my relationship with you.

City of Boulder
PO Box 68
Boulder MT 59632



February 17, 2023

I would like to apply to serve on the City of Boulder Planning Board since you currently have an opening. I am interested in helping the City solve it's current housing shortage problems while making sure that the existing zoning rules are applied.

I have lived here for more than 40 years and I would like to see the City continue to explore the changes that make this a community that attracts people of all ages who want to make it their permanent home.

Sincerely,
Kathy Rux
Kathy Rux

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT, made and entered into this 1st day of March, 2023, by and between City of Boulder, PO Box 68, Boulder, Montana 59632 (BOULDER), and NITTANY GRANTWORKS, PO Box 1821, Livingston, Montana 59047 (CONSULTANT).

1. **CONTRACTUAL SERVICES:** CONSULTANT shall provide consulting services to Administer the American Rescue Plan Act (ARPA) Water System Improvement Project Phase 1 as described in the Proposal to Administer the ARPA Water Project.

2. **PROFESSIONAL STANDARDS:** CONSULTANT shall provide all services and work in a professional manner and shall comply with all federal, state and local laws applicable to the work to be performed.

3. **RELATIONSHIP:** The parties intend that an independent contract relationship will be created by this Contract.

BOULDER is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the CONSULTANT. CONSULTANT is not be considered an agent or employee of BOULDER for any purpose, and the employees of the CONSULTANT, if any, are not entitled to any of the benefits that BOULDER provides for employees. It is understood that BOULDER does not agree to use CONSUTLANT exclusively. It is further understood that CONSULTANT is free to contract for similar services to be performed for other parties while under contract with BOULDER.

4. **PAYMENT:** BOULDER will pay CONSULTANT at the rate of \$90.00 per hour not to exceed 222.22 hours without written approval from BOULDER. Additionally, BOULDER will reimburse CONSULTANT for compilation and submission expenses such as photocopies and postage. CONSULTANT will familiarize itself with BOULDER'S claim procedure for receiving payment, including deadlines for submitting claims for payments and agrees to submit claims for payment accordingly. Any compensation/expenses for which CONSULTANT may seek payment which do not appear in the Contract must be authorized in advance in writing by BOULDER before they are incurred and failure to get such advance authorization shall constitute a waiver by CONSULTANT for payment thereof.

5. LABOR, MATERIALS and SUPPLIES: CONSULTANT shall furnish all labor, materials, supplies, equipment, and incidentals necessary to conduct and complete the services to be performed under this Contract.

6. TERM: This Contract may be terminated by BOULDER or CONSULTANT on thirty (30) days written notice given to either party at their normal business address by written certified mail; otherwise the Contract shall remain in force from March 1, 2023 to October 31, 2024.

7. TERMINATION OF CONTRACT: In the event of termination, by either party, CONSULTANT will not be relieved of liability for damages sustained by BOULDER as a result of a breach of CONSULTANT'S duties or breach of any provision of this Contract. CONSULTANT or BOULDER may terminate this Contract if either party fails to perform its obligation specified in this Contract in a timely and proper manner. Any notice of termination shall state the reason for termination and the effective date of termination. In the event of termination, BOULDER shall pay CONSULTANT for the work performed or services rendered through the effective date of termination, or the date work was last performed by CONSULTANT, whichever date is earlier.

8. LIABILITY INSURANCE: CONSULTANT shall obtain liability insurance and shall indemnify and hold BOULDER harmless for services performed under the terms of this Contract. A certificate of insurance showing the coverage obtained by CONSULTANT shall be provided to the BOULDER.

9. WORKERS' COMPENSATION INSURANCE: CONSULTANT shall obtain Workers' Compensation insurance and shall indemnify and hold BOULDER harmless for services performed under the terms of this Contract. A certificate of insurance showing the coverage obtained by CONSULTANT shall be provided to BOULDER.

10. INDEMNIFICATION: CONSULTANT hereby releases and agrees to indemnify and hold harmless BOULDER and its officers, employees and agents from any and all claims of third parties as well as losses, harm, costs, liability, damages and expenses (including reasonable attorney's fees) arising from the acts or omissions of CONSULTANT or CONSULTANT'S agents arising from the performance of this Contract. BOULDER agrees to indemnify and hold CONSULTANT harmless from any and all claims, demands, costs, judgments, expenses (including reasonable attorney's fees) and liability of any character caused by intentional or

negligent acts or errors or omissions of its officers, employees or agents arising out of the performance of this Contract.

11. OWNERSHIP: All documents, data, specifications, reports, estimates, graphics, schematics, drawings and such other information and material accumulated or prepared as a result of this Contract shall become the property of BOULDER. BOULDER acknowledges that the warranty of work provided for in a professional standard herein by CONSULTANT extends only to the scope of services for this project and in the event that BOULDER uses the documents in any other project which is not directly related to the services provided for in this Contract, no warranty applies.

12. ASSIGNMENTS: This Contract cannot be assigned.

13. NONDISCRIMINATION: In awarding (and in any performance of) this Contract, BOULDER will hire on the basis of merit and qualifications. In awarding (and in any performance of) this Contract, BOULDER will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin. In accepting (and in any performance of) this Contract, CONSULTANT will hire on the basis of merit and qualifications. In accepting (and in any performance of) this Contract, CONSULTANT will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.

14. CONFIDENTIALITY: CONSULTANT will maintain the confidentiality of all TRIBE information that is not public information.

15. AMENDMENTS IN WRITING: Any amendments to the Contract must be in writing, and this Contract shall be binding upon the heirs and personal representatives of the CONSULTANT.

16. DISPUTES. It is mutually agreed that the performance or breach of this Contract and its interpretation shall be governed by the laws of the State of Montana.

17. ATTORNEY FEES. The parties further agree that, in the event of litigation arising out of this Contract, the prevailing party shall be entitled to its attorney's fees and costs.

18. SEVERANCE CLAUSE. In the event any portion of this Contract is deemed invalid or void, the remaining portions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year first above written.

CONSULTANT

Nittany Grantworks

Name: Lori Benner, GPC

Lori Benner

By: _____

Title: Chief Executive Officer

Address for giving notices:

PO Box 1821
Livingston MT 59047

BOULDER

City of Boulder

Name: Russell Giulio

By: _____

Title: Mayor

Address for giving notices:

PO Box 68
Boulder MT 59632



Proposal to Administer the American Rescue Plan Act (ARPA) Water Project

SCOPE OF WORK

Nittany Grantworks proposes to assist City of Boulder in administering its ARPA Water System Improvement Project Phase 1. The project totals \$1,182,808 and includes the following sources of funds:

ARPA Minimum Allocation Grant (MAG)	\$281,644
ARPA Competitive Grant	\$523,074
ARPA Local Fiscal Recovery Funds (LFR)	\$325,941
ARPA Jefferson County MAG	\$30,000
Local Cash	<u>\$22,149</u>
TOTAL	\$1,182,808

Nittany Grantworks will assist in preparing project progress reports, DNRC Vendor Invoices, status of funds and invoice tracking spreadsheets, relief letters, and all other ARPA-required documents and ARPA-related requests from City of Boulder.

TERM

March 1, 2023 to October 31, 2024 (20 months)

FEE FOR SERVICES

Nittany Grantworks proposes to complete the scope of work in no more than 222.22 hours. The hourly rate for services is \$90.00. **The total fee for professional services will not exceed \$20,000.**

CITY OF BOULDER

- PROPOSED FY 23/24 BUDGET SCHEDULE:

February 27, 2023: Budget Packets sent to Department Heads

April 7, 2023: Dept. Heads to have preliminary budget proposal to Harne or new clerk if he/she is familiar with BMS Budget Prep to enter in Budget Prep

April Council Agenda: Have council set dept. head meetings for week of 5/1/2023.

Week of 5/1/2023: Council to meet with Dept. Heads to review budget requests.

May Council Agenda: Have council set a date for the 1st budget workshop for the week of June 5, 2023.

Scheduled for: _____
Notice sent to Monitor on: _____, to be published on: _____.
Posted: _____

Week of June 5, 2023: 1st Budget Workshop
Notice to be sent to Monitor on May 26, 2023, to be published on May 31, 2023. Sent: _____
Posted: _____

AT JUNE BUDGET WORKSHOP, SCHEDULE JULY WORKSHOP FOR WEEK OF 7/5/23,
Scheduled for: _____
Notice sent to Monitor on: _____ to be published on: _____.
Posted: _____

AT JULY BUDGET WORKSHOP, SCHEDULE NEXT BUDGET WORKSHOP IF NEEDED: _____
(Send Notice to paper as needed).
Notice sent to Monitor on: _____ to be published on: _____.
Posted on: _____

AT JULY BUDGET WORKSHOP, SCHEDULE THE MILL CALCULATION WORKSHOP FOR THE WEEK OF 8/14/2023:

Scheduled for: _____

Notice sent to the Monitor on: _____, to be published on _____.

Posted on: _____

August 7th – 11th: Receipt of Certified Taxable Values to set Mills expected.

August ____, 2023: Budget Workshop to review mill calculations; (**Date for workshop to be determined at the last workshop in July**).

August 21, 2023: Hold the Public Hearing for the Preliminary Budget at the regularly scheduled council meeting 8/21/2023.

SEND SEPARATE PUBLIC HEARING NOTICE TO THE MONITOR ON 8/11/23 TO PUBLISH ON 8/9 & 8/16/2023. Sent: _____

Posted on: _____

August 21st Council meeting set the final budget adoption meeting for the week of August 28, 2023.

Scheduled for: _____

Notice sent to the Monitor on: _____, to be published on _____.

Posted on: _____

RECORDS DESTRUCTION DOCUMENT (RM88)

NO.

PAGE 1 OF 1 PAGES

1. AGENCY NAME AND DIVISION/PROGRAM:
City of Boulder

2. AGENCY CONTACT:
NAME: Rosemary Perna
PHONE #: 406-225-3081
EMAIL: cityofboulder@cityofbouldermt.com

3. NOTICE OF INTENTION: The schedule records listed in Item 5 are to be disposed of in the manner checked below (specify only one).

- Delete
 Incinerate
 Shred as Classified
 Toss without Restriction
 Other: Explain

4. SUBMITTED BY: I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements or **Offer to the State Historical Society Archives** has been fully justified, and that further retention is not required for any litigation pending or imminent. Documentation attached from Historical Society.

SIGNATURE: 
 NAME AND TITLE: Rosemary Perna, Accounting Assistant
 DATE: 03/14/20023

5. LIST OF RECORD SERIES

NOTE: Attach any inventories or Excel spreadsheets to this form to help validate records destroyed.

a. Retention Schedule Number	b. Item number listed on Retention Schedule	c. Record Series Title	d. Retention in months/years	e. Inclusive Dates	f. Volume in Cubic Feet	g. Disposition Action and Date completed after Authorization
Schedule 8	Pg. 51 #3a	Journal Vouchers	5 years	FY 2013-2016	<1	Dispose
Schedule 8	Pg. 63 #11a	Purchase Orders	8 years	FY 2013	<1	Dispose
Schedule 8	Pg. 48 #1	Ambulance Reports for Accounts Receivable	5 years	FY 2014/2015	<1	Shred
Schedule 8	Pg. 45 #1	Account Reconciliation Records/Bank Statements	5 years	FY 2014-2016	<1	Dispose
Schedule 8	Pg. 46 #4	Claims	5 years	FY 2007	<1	Dispose
Schedule 8	Pg.125 1a	UB Month End Records	3 years	FY 2013-2015	3	Shred
Schedule 8					1	

6. DISPOSAL AUTHORIZATION: Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

Custodian/Records Manager

Name: Ellen Harne
Date: March 14, 2023

Signature: 

7. DISPOSAL CERTIFICATE: The above listed records have been disposed of in the manner and on the date shown in column g.

Name and Title:

Signature:

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
17082	S	1730 MASTERCARD	343.29	03/21/23			
17083	S	1551 MMIA-EMPLOYEE BENEFITS	41.15	03/21/23		CL 978206	343.29
17084	S	452 MONTANA BROOM AND BRUSH	35.91	03/21/23		CL 978180	41.15
17085	S	1717 MONTANA INTERNET CORP.	1000.00	03/21/23		CL 978216	35.91
17086	S	421 NORTHWEST PIPE FITTINGS, INC.	2153.31	03/21/23		CL 978184	1000.00
17087	S	725 NORTHWESTERN ENERGY	9341.31	03/21/23		CL 978210	2153.31
17088	S	1772 P-PODS /SWEET PEA SEWER & SEPTIC	145.00	03/21/23		CL 978196	9341.31
17089	S	561 PITNEY BOWES GLOBAL FINANCIAL SERVICES L	137.55	03/21/23		CL 978187	145.00
17090	S	1445 SOLE STONE REIMBURSEMENT HEALTHCARE BILL	98.53	03/21/23		CL 978212	137.55
17091	S	498 VERIZON WIRELESS	250.00	03/21/23		CL 978182	98.53
17092	S	403 Wright Express/WEX BANK	930.67	03/21/23		CL 978198	250.00
						CL 978185	930.67
Total for Claim Checks			28914.65				
Count for Claim Checks			35				

* denotes missing check number(s)

of Checks: 35 Total: 28914.65

Total paper checks # 17062-17092 in the amount of \$27,694.83

Total ACH Checks # -99826 → -99829 in the amount of \$1219.82

+ Check # 17061 For Terry Johnson's claim which was in Accounting Period 2 but after the council meeting in the amount of \$1,490.00

03/15/23
13:14:55

CITY OF BOULDER
Check Register
For the Accounting Period: 3/23

Page: 1 of 2
Report ID: AP300

Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
17062	S	1550 360 OFFICE SOLUTIONS	191.90	03/21/23	_____	CL 978188	191.90
17063	S	35 ACE HARDWARE	43.56	03/21/23	_____	CL 978204	43.56
17064	S	1388 ANDERSEN, STEPHEN MICHAEL	900.00	03/21/23	_____	CL 978189	900.00
-99829	C	1711 BLAKELEY, MICHAEL J.	200.00	03/21/23	3/23	CL 978183	200.00
17065	S	155 BOULDER MONITOR	278.25	03/21/23	_____	CL 978194	278.25
17066	S	107 BOULDER POSTMASTER	197.00	03/21/23	_____	CL 978211	197.00
-99826	C	12 CITY OF BOULDER	941.33	03/21/23	3/23	CL 978203	941.33
17067	S	1783 CLEARFLY	200.64	03/21/23	_____	CL 978192	200.64
17068	S	1818 CV CLEANING, LLP	161.00	03/21/23	_____	CL 978190	161.00
17069	S	150 DEPARTMENT OF ENVIRONMENTAL QUALITY	1500.00	03/21/23	_____	CL 978208	1500.00
17070	S	1747 DIS TECHNOLOGIES	405.00	03/21/23	_____	CL 978201	405.00
17071	S	1272 DR. PONTIAC LERUM AUTO	190.00	03/21/23	_____	CL 978209	190.00
17072	S	1789 EDWARD J. GUZA P.C.	4655.50	03/21/23	_____	CL 978197	4655.50
17073	S	288 ENERGY LABORATORIES INC	1671.50	03/21/23	_____	CL 978193	1671.50
17074	S	58 GENERAL DISTRIBUTING CO	68.38	03/21/23	_____	CL 978181	68.38
17075	S	1491 GET PLOWED SNOWFLOWING	1400.00	03/21/23	_____	CL 978214	1400.00
17076	S	413 GIULIO DISPOSAL	100.00	03/21/23	_____	CL 978199	100.00
17077	S	1482 HARDWARE HANK	30.98	03/21/23	_____	CL 978205	30.98
-99827	C	1733 HARNE, ELLEN	12.50	03/21/23	3/23	CL 978202	12.50
17078	S	57 JEFFERSON COUNTY TREASURER	98.12	03/21/23	_____	CL 978195	98.12
17079	S	1870 JOE JOHNSON EQUIPMENT LLC	729.82	03/21/23	_____	CL 978215	729.82
-99828	C	665 L & P GROCERY, INC.	65.99	03/21/23	3/23	CL 978200	65.99
17080	S	1031 LAWSON PRODUCTS, INC.	34.55	03/21/23	_____	CL 978213	34.55
17081	S	1786 MARLIN CAPITAL SOLUTIONS	361.91	03/21/23	_____	CL 978191	361.91