



City Commission Agenda

for

August 3, 2010

Please Note: The City Commission agenda format allows citizens to speak on each issue prior to Commission action. We encourage your participation. Please keep your remarks concise and to the topic under consideration.

CALL TO ORDER: 7:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATION

Tough Enough to Wear Pink Day

NEIGHBORHOOD COUNCILS

1. Miscellaneous reports and announcements.

BOARDS & COMMISSIONS

2. Miscellaneous reports and announcements

PUBLIC HEARINGS

3. Tourism Business Improvement District 2010/2011 Budget and Work Plan. Action: Conduct public hearing and approve or reject the Budget and Work Plan. *(Presented by: Deryk Copperwheat and Ryan Carroll)*
4. Business Improvement District 2010/2011 Budget and Work Plan. Action: Conduct public hearing and approve or reject the Budget and Work Plan. *(Presented by: Alison Fried)*
5. Res. 9888 to Levy and Assess Special Improvement General Boulevard Maintenance District No. 3570. Action: Conduct public hearing and adopt or deny Res. 9888. *(Presented by: Coleen Balzarini)*
6. Res 9889 to Levy and Assess Special Improvement Portage Meadows Maintenance District No. 1195. Action: Conduct public hearing and adopt or deny Res. 9889. *(Presented by: Coleen Balzarini)*
7. Res. 9890 to Levy and Assess Street Maintenance District. Action: Conduct public hearing and adopt or deny Res. 9890. *(Presented by: Coleen Balzarini)*
8. Res. 9893, Establishing Sanitation Service Rates effective August 9, 2010. Action: Conduct public hearing and adopt or deny Res. 9893. *(Presented by: Coleen Balzarini and Jim Rearden)*

OLD BUSINESS

9. Res. 9881, Annual Budget Resolution. Action: Adopt or deny Res. 9881. *(Presented by: Melissa Kinzler)*

NEW BUSINESS

10. Labor Agreement, International Association of Fire Fighters, Local 8.
Action: Approve or deny Agreement. (***Presented by: Linda Williams***)
11. Agreement with U.S. Customs and Border Protection allowing use of the Great Falls Fire Rescue Training Facility. Action: Approve or deny Agreement. (***Presented by: Randy McCamley***)

ORDINANCES/RESOLUTIONS

12. Ord. 3050, Amending Title 13 of the Official Code of the City of Great Falls. Action: Adopt or deny Ord. 3050. (***Presented by: Jim Rearden***)

CONSENT AGENDA *The Consent Agenda is made up of routine day-to-day items that require Commission action. Items may be pulled from the Consent Agenda for separate discussion/vote by any Commissioner.*

13. Minutes, July 20, 2010, Commission meeting.
14. Total Expenditures of \$2,022,810 for the period of July 9-28, 2010, to include claims over \$5000, in the amount of \$1,748,618.
15. Contracts list.
16. Award Construction Contract for the Great Falls Police Department Re-roof project to Metal Works of Montana, Inc. in the amount of \$145,535.
17. Award Construction Contract for the West Interceptor Trenchless Rehabilitation to Planned and Engineered Construction, Inc. in the amount of \$188,750.
18. Award Construction Contract for the Sanitary Sewer Trenchless Rehabilitation, Phase 14, to Planned and Engineered Construction, Inc. in the amount of \$128,630.

Action: Approve Consent Agenda or remove items for further discussion and approve remaining items.

PETITIONS AND COMMUNICATIONS *(Public comment on any matter that is not on the agenda of the meeting and that is within the jurisdiction of the City Commission. Please keep your remarks to a maximum of 5 minutes)*

19. Miscellaneous reports and announcements.

CITY MANAGER

20. Miscellaneous reports and announcements.

CITY COMMISSION

21. Miscellaneous reports and announcements.

MOTION TO ADJOURN



Item: Tourism Business Improvement District (T.B.I.D.) 2010/2011 Budget and Work Plan

From: Lisa Kunz, City Clerk

Initiated By: Tourism Business Improvement District

Presented By: Deryk Copperwheat and Ryan Carroll

Action Requested: Conduct Public Hearing and Accept the Tourism Business Improvement District 2010/2011 Budget and Work Plan

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (accept/reject) the 2010/2011 Tourism Business Improvement District Budget and Work Plan.

2. Mayor calls for a second, discussion, inquiries from the public, and calls the vote.

Recommendation: The T.B.I.D recommends that the City Commission accept the 2010/2011 T.B.I.D. budget and work plan.

Background:

The Tourism Business Improvement District was established by Resolution 9792 on December 2, 2008. Its overall purpose is to utilize tax dollars through the T.B.I.D. assessment and direct those monies to be used for the purpose of promoting tourism, conventions, trade shows, and travel to the City of Great Falls. The proposed Budget and Work Plan were presented to the City Commission at the July 6, 2010, Work Session.

According to State statute, the City Commission must hold a public hearing to hear any objections to the budget and work plan. Following the public hearing, the City Commission may approve the plan or request that amendments be made to it prior to levying an assessment on all properties within the district to defray the costs. The assessment will be as approved with the creation of the District.

Fiscal Impact:

The T.B.I.D. is projecting annual revenue for Fiscal Year 2010-2011 of approximately \$320,000 in tax assessment dollars.

Alternatives:

The City Commission could request the T.B.I.D. Board for changes to either the Work Plan or the Budget.

Attachments/Exhibits:

2010/2011 Work Plan

Budget



June 3, 2010

Dear Mayor Winters, City Officials and City Commissioners:

Please find enclosed a copy of the Great Falls Tourism Business Improvement District budget and work plan for 2010-2011.

As our inaugural year for the TBID has concluded, we reviewed our goals and strategies and our accomplishments are reflected on our work plan and YTD budget for 2009/2010.

Please contact me if you have any questions or need clarification on any issues included. I can be reached at my business at 454-2141.

With kindest regards,

Sandra Johnson-Thares, CHA
General Manager
O'Haire Motor Inn

Great Falls Tourism Business Improvement District

Work Plan: July 2010-June 2011

The mission of the Great Falls Tourism Business Improvement District (TBID) is to generate room nights for lodging facilities in the City of Great Falls, Montana by effectively marketing our region as a preferred travel destination.

Strategic Components:	Planning: 2010/2011
Sports Sales and Tournament Retention	The TBID will recruit major sporting events in order to promote local tourism and to benefit the lodging businesses within the Great Falls TBID. The TBID will work with partners: 4 seasons Sports Foundation, MT Expo Park, and local community sporting groups.
Meeting, Convention and Event Sales	The TBID will market convention and trade shows that benefit local tourism and lodging businesses in Great Falls through possible partnerships with the Great Falls CVB. A full time marketing person will be contracted to go market Great Falls Lodging Properties for Meetings and Conventions.
TBID Administration and Support	The TBID will contract a full time sales person who will be an independent contractor .
Leisure Marketing	The TBID will market leisure travelers with emphasis on Canada. Possible partnerships with Travel Montana and Russell Country.
Other Marketing Promotion	The TBID will market to other travel markets as necessary. The TBID will finalize website.
Miscellaneous	The miscellaneous costs incurred by the TBID such as banners, website, printing and out of town travel for marketing person.
Reserve Fund	Funds will be held in account for possible infrastructure funding.

Great Falls Tourism Business Improvement District
 Budget for Fiscal Year 2010-2011

	BUDGETED	YTD
Revenues		
Assessments	\$320,000.00	\$0.00
Interest Income	0	\$0.00
Convention and Visitors Bureau	0	\$0.00
Misc	0	\$0.00
Total Revenues	\$320,000.00	\$0.00
Expenses		
Sports Sales and Tournament Retention	\$57,600.00	\$0.00
Meeting, Convention and Event Sales	\$57,600.00	\$0.00
TBID administration and Support	\$65,000.00	\$0.00
Leisure Marketing	\$24,600.00	\$0.00
Other Marketing promotion	\$57,600.00	\$0.00
Reserve Fund	\$28,800.00	\$0.00
Misc	\$28,800.00	\$0.00
Total Expenditures	\$320,000.00	\$0.00
Net Revenue/Loss	\$0	



Item: Business Improvement District (B.I.D.) 2010/2011 Budget and Work Plan

From: Lisa Kunz, City Clerk

Initiated By: Business Improvement District Board of Directors

Presented By: Alison Fried

Action Requested: Conduct Public Hearing and Accept the Business Improvement District 2010/2011 Budget and Work Plan

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (accept/reject) the 2010/2011 Business Improvement District Budget and Work Plan.

2. Mayor calls for a second, discussion, inquiries from the public, and calls the vote.

Recommendation: The B.I.D recommends that the City Commission accept the 2010/2011 B.I.D. budget and work plan.

Background: The initial creation of the Business Improvement District was in 1989. Its overall purpose is to utilize tax dollars through the B.I.D. tax assessment and direct those monies back into the District to improve and revitalize the downtown area. The current District has not changed in the areas of district boundaries or tax assessment formula since its origination date.

Resolution 9833 to re-create the Business Improvement District was adopted by the City Commission on July 7, 2009. The B.I.D. Budget and Work Plan were presented to the City Commission at its July 6, 2010, Work Session.

According to State statute, the City Commission must hold a public hearing to hear any objections to the budget and work plan. Following the public hearing, the City Commission may approve the plan or request that amendments be made to it prior to levying an assessment on all properties within the district to defray the costs. The assessment will be according to the formula approved with the creation of the district.

Concurrences:

The B.I.D. partners with several organizations to provide results and follow the overall purpose of the B.I.D.

Fiscal Impact:

In FY 2010, the B.I.D. received approximately \$180,000 in assessments. These dollars are received in two larger and several smaller checks throughout the year. These funds are used to operate the B.I.D. office, grant programs, tree maintenance, beautification efforts and additional projects for streetscapes and economic growth.

Alternatives:

The City Commission could request changes to the B.I.D. work plan or budget.

Attachments/Exhibits:

2010/2011 Work Plan

Budget



GREAT FALLS BUSINESS IMPROVEMENT DISTRICT WORK PLAN 2010-2011

The mission of the Great Falls Business Improvement District (BID) is to represent the unique interests of the businesses and property owners located within the district. The goal of the BID is to create an environment that is appealing to shoppers, office workers, residents, tourists, and new businesses and investors. Overall, the BID is responsible for downtown revitalization through economic development, real estate redevelopment, short and long range planning, grant program administration, and physical and environmental improvement programs.

The BID will provide the following services within the designated boundaries:

➤ **Downtown Property Investments**

- Invest in downtown properties through our interior, residential & façade grant programs.
- Our grant programs are continually evolving to meet the needs of our property & business owners.
- Utilize additional grant programs to supplement BID grant monies.
 - Community Transportation Enhancement Program (CTEP) Grant
 - Utilizing the CTEP Grant Program the BID wishes to complete the streetscape project on 1st Avenue South.
 - Tax Increment Financing (TIF)
 - The BID wishes to support the creation of a new TIF district.

➤ **Downtown Safety & Security**

- Working with partner organizations of the Downtown Action Alliance
 - Dedicated Downtown Police Officer
 - Active Business Watch Program

➤ **Unifying Entities**

- Communication
 - Provide our property & business owners more information on the BID and our programs.
 - Keep our property owners more informed of the accomplishments of the BID.
 - Regular updates on our website.
- Marketing
 - Work with other downtown organizations to create a comprehensive marketing plan.
 - Work with other downtown organizations to coordinate improvement efforts of our downtown.
- Volunteers
 - Establish a pool of volunteers as a resource for events & special projects.
 - Establish a group of ambassadors for downtown.

➤ **Beautification**

- Tree & Flower maintenance
- Garbage removal
- Sidewalk Cleaning/Snow Removal
- Downtown Park Project

➤ **Business Incubator**

- Management of the business incubator

Great Falls Business Improvement District Budget for Fiscal Year 2010-2011

Revenues

Assessments	\$ 158,000
Interest Income	\$ 750
Downtown Technology Center Leases	\$ 15,000
Downtown Technology Center Utility Income	\$ 9,500
TIF fund from City	\$ 50,000
Total Revenues	<u>\$ 233,250</u>

Expenses

Advertising	\$ 20,000
Web Design	\$ 1,500
Beautification	\$ 5,000
Art Downtown	\$ 2,000
Tree Program	\$ 50,000
Holiday Décor	\$ 5,000
Business Grants	\$ 78,570
Dues & Subscriptions	\$ 800
EE Benefits (parking)	\$ 480
Insurance	\$ 2,500
Professional Services	\$ 4,000
Johnson Hotel Building expenses	\$ 4,000
Johnson Hotel management expenses	\$ 9,500
Miscellaneous	\$ 500
Special Projects	\$ 20,000
Office expense	\$ 1,000
Office Equipment	\$ 500
Payroll taxes	\$ 1,200
Rent	\$ 4,800
Salaries	\$ 15,600
Supplies	\$ 3,000
Taxes, Licenses & Fees	\$ 200
Telephone	\$ 1,600
Travel & Education	\$ 500
Utilities	\$ 1,000
Total Expenses	<u>\$ 233,250</u>

Net Revenue/Loss

\$ -





Item: Resolution 9888 to Levy and Assess Special Improvement General Boulevard Maintenance District No. 3570

From: Martha Capps, Operations Supervisor

Initiated By: Annual Assessment Process

Presented By: Coleen Balzarini, Fiscal Services Director

Action Requested: City Commission conduct public hearing and adopt Resolution 9888

Public Hearing:

1. Mayor conducts public hearing, calling three times each for opponents and proponents.
2. Mayor closes public hearing and asks the will of the Commission.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt /deny) Resolution 9888.”

2. Mayor calls for a second, discussion, and calls for the vote.
-

Staff Recommendation: Staff recommends the City Commission adopt Resolution 9888.

Background: The Park and Recreation Department, Natural Resources – Boulevard Division is responsible for the care and maintenance of over 15,000 street trees located within the General Boulevard District. Services provided within the District are pruning, removal, planting, leaf pickup and streetscape design. The budget development process begins in January of each year when the Natural Resources – Boulevard Division receives its midyear financial reports. The midyear reports are used to determine the current financial position of the department and as the basis for projecting future earnings and expenditures. Information is gathered regarding the actual and anticipated expenses, future projects, goals and objectives of the department. After calculating all factors pertinent to the operation of the Natural Resources – Boulevard Division, an assessment amount for the next fiscal year is calculated, proposed and presented to the City Commissioners for approval.

Concurrences: Parks and Recreation Staff are responsible for the operation expenses of the Boulevard District Fund. Fiscal Services Staff are responsible for assessing and collecting the

Revenues necessary to carry out the operations. The City Commissioners have received information regarding the condition of the District and the Boulevard District Fund operations during the annual Budget Process.

Fiscal Impact: Adoption of Resolution 9888 will allow the City to finance the costs of work, improvements, and maintenance conducted each year in the special improvement boulevard maintenance district.

The anticipated assessment amount used to assess General Boulevard Maintenance for the next fiscal year is the amount projected through the Budget Development Process. For Fiscal Year 10/11 the General Boulevard Area assessment will increase 10% to \$0.008985 per square foot, compared to \$0.008168, or approximately \$6.13, as assessed in Fiscal Year 09/10, for a total of \$318,823. This will result in an approximate assessment of \$67.39 for an average lot of 7,500 square feet (7,500 sq ft x 0.008985 factor = \$67.39.)

The increase in the assessment is related to an increase in boulevard maintenance expenses, an increase in capital expense for tree replacement (other than Ash Trees covered by insurance), and the insurance deductible for Ash Tree replacement caused by a spring freeze in April, 2008.

Alternatives: The City Commission could choose to not set the public hearing and thereby deny the adoption of Resolution 9888 to Levy and Assess General Boulevard Maintenance; however, the reduction in services to trim, prune, spray, and maintain the trees within the district would be harmful and devastating to the overall shelter and beauty provided by the street trees to the community.

Attachments/Exhibits: Resolution 9888

Cc: Todd Semanski, City Forester

RESOLUTION 9888

A RESOLUTION LEVYING AND ASSESSING THE COST OF MAINTAINING BOULEVARDS IN THE GENERAL BOULEVARD DISTRICT NO. 3570 OF THE CITY OF GREAT FALLS, MONTANA FOR THE FISCAL YEAR BEGINNING JULY 1, 2010 AND ENDING JUNE 30, 2011.

WHEREAS the City Commission did create a General Boulevard Maintenance District No. 3570 by Resolution 3570 on January 2, 1946; and,

WHEREAS, the City Commission did amend and excluded Lots 8-14, Block 34 of Boston and Great Falls Addition from the boundaries of the General Boulevard District by Resolution 8132 on September 1, 1987 in accordance with MCA 7-12-4335; and,

WHEREAS, the City Commission intends to continue trimming, pruning, spraying, and otherwise maintaining the trees within said district; and,

WHEREAS, on July 20, 2010, the Commission of the City of Great Falls adopted its annual budget resolution in which the estimated costs of such maintenance within the General Boulevard Maintenance District No. 3570 are reflected at a total of THREE HUNDRED EIGHTEEN THOUSAND EIGHT HUNDRED TWENTY THREE DOLLARS (\$318,823).

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:

Section 1 – Continuance

The City of Great Falls continues to trim, prune, spray and otherwise care for and maintains the trees in the General Boulevard Maintenance District.

Section 2 – Costs Assessed

The costs of said care and maintenance in the Boulevard Maintenance District No. 3570, totaling \$318,823 are hereby assessed upon the properties in said district and are hereby levied and

assessed upon the property in said district for the fiscal year ending June 30, 2011. Each lot and parcel within the district is hereby assessed in proportion to its square footage and that the procedure for determining the square footage to be assessed is the total square footage as set forth in Exhibit "A" of Resolution 6202 passed by the Great Falls City Commission on July 22, 1968, and presently on file in the office of the City Clerk.

Section 3 – Assessments Due Date

These assessments are payable in two payments and will become delinquent at 5:00 o'clock p.m. on November 30, 2010 and May 31, 2011.

Section 4 – Assessment Hearing

On August 3, 2010 at 7:00 p.m., in the Commission Chambers of the Civic Center Building, Great Falls, Montana, the Commission did meet and hear all objections to the final adoption of this resolution.

Section 5 – Notice of Hearing

The City Clerk authorized and directed to provide for two publications of the Notice of Resolution for Assessment in accordance with Section 7-1-4127, MCA, preceding the assessment hearing.

PASSED by the Commission of the City of Great Falls, Montana, on this 3rd day of August, 2010.

Michael J. Winters, Mayor

Attest:

Lisa Kunz, City Clerk

(SEAL OF CITY)

Approved for Legal Content:
James W. Santoro
City Attorney



Item: Resolution 9889 to Levy and Assess Special Improvement Portage Meadows Maintenance District No. 1195

From: Martha Capps, Operations Supervisor

Initiated By: Annual Assessment Process

Presented By: Coleen Balzarini, Fiscal Services Director

Action Requested: City Commission conduct public hearing and adopt Resolution 9889

Public Hearing:

1. Mayor conducts public hearing, calling three times each for opponents and proponents.
2. Mayor closes public hearing and asks the will of the Commission.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt /deny) Resolution 9889.”

2. Mayor calls for a second, discussion, and calls for the vote.
-

Staff Recommendation: Staff recommends the City Commission adopt Resolution 9889.

Background: The Portage Meadows Fund is administered by the Park and Recreation Department. The purpose of the fund is to maintain the turf, trees, irrigation system and provide snow removal in the green belt park of the Portage Meadows Addition. There are currently 186 parcels that directly benefit and are affected by the upkeep and maintenance of Portage Meadows. The budget development process begins in January of each year when the Park and Recreation Department receives its midyear financial reports. The midyear reports are used to determine the current financial position of the Portage Meadows Fund and as a basis for projecting future earnings and expenditures. Information is gathered regarding the actual and anticipated expenses, future projects, goals and objectives of the Fund. After calculating all factors pertinent to the operation of maintaining the green belt park area, an assessment amount for the next fiscal year is calculated, budgeted and presented to the City Commissioners for approval.

During the budget development process, the Park and Recreation Department spent extensive time reviewing the previous costs versus assessments to scrutinize all General Fund expenditures and to scrutinize all General Fund expenditures for the Portage Meadows Maintenance District. It was determined the assessment was insufficient to cover the actual expenses. The excess expenses have been paid out of the cash reserves for Portage Meadows Maintenance District and the General Fund Parks division, rather than the assessment to the benefitting properties. The cash reserves have been depleted, and now a significant increase is required to meet the shortfall.

The anticipated assessment amount for Portage Meadows for the next fiscal year is the amount reflected in the FY 2011 Budget. The Portage Meadows Area assessment requires an increase of 116% over Fiscal Year 09/10. This equates to an assessment of \$0.055827 per square foot, for a total of \$46,992. This will result in an assessment of \$251.28 for an average lot of 4,501 square feet (4,501 sq ft x 0.055827 factor = \$251.28). The increased assessment does not include future capital costs.

Concurrences: Representatives from the City's Park and Recreation, Fiscal Services, Administration, and City Commissioners have all been involved throughout the review and approval process of the annual budget.

Fiscal Impact: Adoption of Resolution 9889 will allow the City to finance the cost of work, improvements, and maintenance required to be made each year in the special improvement Portage Meadows Boulevard Maintenance District.

Alternatives: The City Commission could choose to deny Resolution 9889 to Levy and Assess Portage Meadows Boulevard Maintenance; however, the services provided are the services the City agreed to provide when the land area was donated to the City.

Attachments/Exhibits: Portage Meadow Assessment Summary
from Neighborhood Council #4 Meeting 7/22/10
Resolution 9889

Cc: Giles Salyer, Park Maintenance Supervisor

Portage Meadows Assessment
Neighborhood Council #4
July 22, 2010

From: Patty Rearden

In 1976 the City and the Developer of Portage Meadows entered into an agreement establishing a Planned Unit Development (PUD) to be known as Portage Meadows. The agreement references the Greenbelt Area and the Maintenance of the Greenbelt Improvements.

“City shall be responsible for upkeep and maintenance, including the cost thereof, of said portion of the Greenbelt. The Portage Meadows Maintenance District shall become effective for those lots contiguous to a completed section of the Greenbelt.....”

In 1977, Resolution 6913 created Special Improvement Maintenance District 1195 for the purpose of maintaining the Green Belt of the Portage Meadows Addition. In July 1977 and July 1991, the City of Great Falls amended the boundaries of the district to include the areas completed by further development.

- I. Assessment Includes:
 - 1. Personnel Costs for dedicated employee
 - i. 5 days/week— irrigation, greenbelt cleanup, help w/mowing
 - 2. Operating Supplies (Irrigation -- sprinkler heads, valves, etc.)
 - i. Park Maintenance budget has covered many of the supplies
 - ii. \$1,000 budgeted in FY11, Controller \$1,500
 - 3. Purchased Services -- Water
 - 4. Internal Service Charges (Fiscal, Central Insurance)
 - 5. Green Area Service Charges
 - i. Includes mowing, trimming, snow removal and sweeping
- II. Not included:
 - 1. Unscheduled labor – irrigations system repairs, storm clean up, etc.
 - 2. Equipment and fuel costs
 - 3. Capital (irrigation system)
 - 4. Parks have been absorbing costs (equipment, parts, labor)
- III. What’s changed:
 - 1. Increasing demands on the general fund
 - 2. Staff was directed to scrutinize all budgets, budgets to be self sustaining
 - 3. Portage Meadows’ Reserves have been depleted

IV. Options:

1. Increase in assessment
 - i. Still will not cover:
 1. Capital
 2. Weed control/spraying
 3. Higher level of maintenance (than current)
 - ii. Average of \$251 per home owner
 1. Comparison to lawn care: 22 weeks of mowing @ \$20 (most \$25-30) = \$440
 - a. Would not include irrigation system, repairs, water, snow removal
2. Decrease level/quality of services
 - i. Water
 - ii. Irrigation
 - iii. Mowing
 - iv. Snow Removal

RESOLUTION 9889

A RESOLUTION LEVYING AND ASSESSING THE COST OF MAINTAINING THE GREEN BELT PARK OF PORTAGE MEADOWS ADDITION IN THE CITY OF GREAT FALLS ON ALL REAL ESTATE IN SPECIAL IMPROVEMENT MAINTENANCE DISTRICT NO. 1195 FOR THE FISCAL YEAR BEGINNING JULY 1, 2010 AND ENDING JUNE 30, 2011.

WHEREAS the City Commission did create and amend Special Improvement Maintenance District No. 1195 by Resolutions 6913, 6980, and 8426 on February 15 and July 17, 1977, and July 16, 1991 respectively; and,

WHEREAS the City Commission intends to continue maintaining the Green Belt Park of Portage Meadows addition within said district; and,

WHEREAS on July, 20, 2010 the Commission of the City of Great Falls adopted its annual budget resolution, in which the estimated cost of such maintenance within said district are reflected at a total of FORTY-SIX THOUSAND NINE HUNDRED NINETY-TWO DOLLARS (\$46,992).

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:

Section 1 – Continuance

The City of Great Falls continues to care for and maintain the Green Belt Park in Special Improvement Maintenance District No. 1195.

Section 2 – Costs Assessed

The costs of said care and maintenance in the district, totaling \$46,992 are hereby assessed upon the properties in said district for the fiscal year ending June 30, 2011.

The costs per property and the property list for Special Improvement District No. 1195 are set

forth in the records of the City Clerk of the City of Great Falls. Said property is generally identified as each lot or parcel of land within Portage Meadows Additions #1, #2, and #3, excluding Blocks 4, 5, and 6 of Portage Meadows #1 Addition.

Assessments for each year may be reviewed on an annual basis and may be revised in amount according to the following formula: cost plus ten percent (10%) divided by the total square feet of all of the lots within said district times the square feet of each lot. Costs shall be for expendable material costs, snow removal labor, water, mowing labor, fertilizer costs and labor, aerification labor, and tree pruning costs.

Section 3 – Assessments Due Date

These assessments are payable in two payments and will become delinquent at 5:00 o'clock p.m. on November 30, 2010 and May 31, 2011.

Section 4 – Assessment Hearing

On August 3, 2010 at 7:00 p.m., in the Commission Chambers of the Civic Center Building, Great Falls, Montana, the Commission did meet and hear all objections to the final adoption of this resolution.

Section 5 – Notice of Hearing

The City Clerk authorized and directed to provide for two publications of the Notice of Resolution for Assessment in accordance with Section 7-1-4127, MCA, preceding the assessment hearing.

PASSED by the Commission of the City of Great Falls, Montana, on this 3rd day of August, 2010.

Michael J. Winters, Mayor

Attest:

Lisa Kunz, City Clerk

SEAL OF CITY)

Approved for Legal Content:
James W. Santoro
City Attorney



Item: Resolution 9890 to Levy and Assess Street Maintenance District

From: Martha Capps, Operations Supervisor

Initiated By: Annual Assessment Process

Presented By: Coleen Balzarini, Fiscal Services Director

Action Requested: City Commission conduct public hearing and adopt Resolution 9890

Public Hearing:

1. Mayor conducts public hearing, calling three times each for opponents and proponents.
2. Mayor closes public hearing and asks the will of the Commission.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (adopt /deny) Resolution 9890.”

2. Mayor calls for a second, discussion, and calls for the vote.

Staff Recommendation: Staff recommends the City Commission adopt Resolution 9890.

Background: The Street Department maintains approximately 372 miles of streets and alleys within the city limits. Maintenance consists of pavement rehabilitation and restoration, street cleaning, snow and ice removal, alley maintenance, nuisance weed program and the Traffic Division which is responsible for the maintenance of all roadway signs and signals. The budget development process begins in January of each year when the Street Department receives their midyear financial reports. The midyear report is used to determine the current financial position of the Street Fund which is the basis for projecting future earnings and expenditures. Information is gathered regarding the actual and anticipated expenses, future projects, goals and objectives of the department. Street Maintenance contracts with other local governmental agencies are reviewed and/or updated. After determining financial factors pertinent to the operation of the Street Department, an assessment amount for the next fiscal year is calculated, budgeted and presented to the City Commissioners for approval.

The annual assessment resolution provides for the authorization of assessments, authorization to contract for maintenance of sections of City streets adjacent to land owned by other governments

or their agencies, assessment option specification, total assessment amount and listing of assessed property.

As part of the annual budget development and adoption procedures the Street Maintenance Assessment Resolution must be submitted for City Commission action. A public notice and hearing is required prior to final passage of the assessment resolution.

ASSESSMENT ANTICIPATED

The anticipated assessment amount for Street Maintenance funds for the next fiscal year is the amount projected through the Budget Development Process. For Fiscal Year 10/11 the assessment will increase by 5%, which is being recommended to finance increased costs related to street maintenance activities; anticipated collections will total \$3,657,556. This will result in an assessment of \$89.51 for an average size lot of 7,500 square feet, an increase of \$4.27 OR 5% from Fiscal Year 09/10. (7,500 sq ft x 0.011934 factor = \$89.51.)

ASSESSMENT OPTION

Section 7-12-4425, MCA states: "...The council shall pass and finally adopt a resolution specifying the district assessment option and levying and assessing all the property within the several districts..." Section 7-12-4422, MCA provides for "assessable area" to be one of the options.

The Assessable Area method, defining assessable area by square footage caps, has proven to be the most equitable method of assessment. Assessment parameters are:

- a. Square footage caps per parcel of 12,000 square feet for residential property and properties categorized as non-profit/cemetery organizations 501(c) (13) as defined by the Internal Revenue Code.
- b. A 'mixed use' category which consists of property equal to or greater than 112,000 square feet but less than 50% commercially developed. For the 'mixed use' category, the Planning Department shall annually identify all property equal to or greater than 112,000 square feet which are 50% or less commercially developed. Those properties shall be assessed 50% commercial and 50% at capped residential. This year, 54 properties were reviewed based on the size. Two of these properties do not qualify as they are more than 50% developed, and ten will see no benefit from the mixed use classification versus regular commercial.
- c. 1 million square foot cap for all other property. The 1 million square foot cap for all other property encourages large green areas on some private properties within the City.

Concurrences: Public Works Staff is responsible for the operation expenses of the Street Department. Fiscal Services Staff are responsible for assessing and collecting the Revenues necessary to carry out the operations. The City Commissioners have received information regarding the condition of the streets and the Street Fund operations during the annual Budget Process.

Alternatives: The City Commission could choose to deny Resolution 9890 to Levy and Assess Street Maintenance; however, the reduction in services to the community could be hazardous to the safety and welfare of the general public.

Attachments/Exhibits: Resolution 9890

Cc: Jim Turnbow, Street Supervisor

RESOLUTION 9890

A RESOLUTION LEVYING AND ASSESSING THE COST OF STREET MAINTENANCE FOR STREETS AND ALLEYS IN THE CITY OF GREAT FALLS, MONTANA FOR THE FISCAL YEAR BEGINNING JULY 1, 2010 AND ENDING JUNE 30, 2011

WHEREAS, the Commission of the City of Great Falls did provide for street maintenance by Ordinance 1687 (12.16.010, et seq., OCCGF) on September 7, 1971 in accordance with Sections 11-2263 through 11-2268, RCM, 1947 (now Section 7-12-4401 through 7-12-4427, MCA, 1989); and,

WHEREAS, the Commission of the City of Great Falls did amend and expand the scope of Street Maintenance services authorized by final passage and adoption of Ordinance 2584 on February 5, 1991, in accordance with Sections 7-12-4401 through 7-12-4427, MCA, 1989; and,

WHEREAS, the Commission of the City of Great Falls hereby finds, fixes and determines that each and every lot or parcel within said district has been or will be specially benefited by said maintenance; and,

WHEREAS, on July 20, 2010, the Commission of the City of Great Falls adopted its annual budget resolution in which the estimated costs of maintenance not offset by other revenues, in the Street Maintenance District at a total of THREE MILLION SIX HUNDRED THIRTY THOUSAND SEVEN HUNDRED SEVENTY-NINE DOLLARS (\$3,630,779).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:

Section 1 – Continuance

The City of Great Falls continues to maintain streets in the Street Maintenance Districts

Section 2 – Assessment Authorization

Section 7-12-4428, M.C.A., authorizes the City Commission to assess the cost of the work, improvements, and maintenance authorized by 7-12-4405 against the property in maintenance districts in the manner and as provided in 7-12-4421 and 7-12-4422 to meet the payments required to be made each year.

Section 3 – Assessment Option

In accordance with Sections 7-12-4422 and 7-12-4425, M.C.A., each lot or parcel of land within the Street Maintenance District shall be assessed according to its Assessable Area. Assessable area shall be set with a square footage cap of 12,000 square feet for residential property and properties categorized as non-profit/cemetery organizations 501(c) (13) as defined by the Internal Revenue Code, and a 1 million square feet cap for all other property. The Planning Department shall annually identify all mixed-use property equal to or greater than 112,000 square feet, which are 50% or less commercially developed. Those mixed-use properties shall be assessed 50% commercial and 50% at capped residential.

Section 4 – Costs Assessed

The costs of said maintenance, not offset by other revenues, in the street maintenance district, totaling THREE MILLION SIX HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED FIFTY-SIX DOLLARS (\$3,657,556) are hereby levied and assessed upon the property in said district for the fiscal year ending June 30, 2011. The description of each lot or parcel of land within the street maintenance district and the respective assessments are set forth in the records of the Fiscal Services Department of the City of Great Falls, Montana and by this reference incorporated herein as if set forth in full.

Section 5 – Assessment Method

The Street Maintenance District shall be assessed according to factors based on the property classification and square footage with caps. No proration of the street maintenance assessment shall be made for any reason, including the fact that a particular property did not have paved streets for the entire taxable year.

Section 6 – Assessments Due Date

These assessments are payable in two payments and will become delinquent at 5:00 o'clock p.m. on November 30, 2010 and May 31, 2011.

Section 7 – Assessment Hearing

On August 3, 2010 at 7:00 p.m., in the Commission Chambers of the Civic Center Building, Great Falls, Montana, the Commission did meet and hear all objections to the final adoption of this resolution.

Section 8 – Notice of Hearing

In accordance with Section 7-1-4127, the City Clerk authorized and directed to provide for two

publications of the Notice of Resolution for Assessment with at least six days separating each publication.

PASSED by the Commission of the City of Great Falls, Montana, on this 3rd day of August, 2010.

Michael J. Winters, Mayor

Attest:

Lisa Kunz, City Clerk

SEAL OF CITY)

Approved for Legal Content:
James W. Santoro
City Attorney



Item: Resolution 9893, Establishing Sanitation Service Rates effective August 9, 2010

From: Martha Capps, Operations Supervisor

Initiated By: Public Works and Fiscal Services

Presented By: Coleen Balzarini, Fiscal Services Director & Jim Rearden, Public Works

Action Requested: Conduct public hearing

Public Hearing:

1. Mayor conducts public hearing, calling three times each for opponents and proponents.
2. Mayor closes public hearing and asks the will of the Commission

Suggested Motion:

1. Commissioner moves:

“I move the City Commission (adopt/deny) Resolution 9893 establishing sanitation service rates effective April 9, 2010.”

2. Mayor calls for a second, discussion, and calls for the vote.
-

Staff Recommendation: Staff recommends the City Commission conduct the public hearing and adopt Resolution 9893 to establish sanitation service rates effective April 9, 2010.

Background: Each year, staff reviews and analyzes the financing needs of the sanitation fund to ensure the City has adequate funding necessary for day to day operations, and provide for any capital improvements, emergencies, or replacements. These funds also provide the financing to run the Citizens Convenience Center. OCCGF 8.32.350 requires the Commission to adopt a resolution establishing rates to defray the costs of sanitation services for the fiscal year.

Staff proposes adjusting the sanitation rates to adequately provide service while covering the expenses largely due to the increase in fuel and equipment costs. It is recommended to increase residential service rates by 3%, convenience center rates 50%, and no increase to commercial rates. The last residential and commercial rate increase was in May of 2007.

Concurrences: Public Works and Fiscal Services staff collaborates on past accomplishments and future estimates throughout the rate review process. Staff's proposal is then presented to the City Manager for consideration prior to forwarding to the City Commission for deliberation.

Fiscal Impact: Comparisons of current versus proposed charges are attached. The rate increases are necessary to continue providing adequate pickup and disposal services.

Alternatives: The City Commission could choose to deny Resolution 9893, and sanitation service rates would remain at the existing rates.

Attachments/Exhibits: A. Current versus proposed service rates
B. Resolution 9893

Cc: Ross Bartell, Public Works
Jim Rearden, Public Works

RESOLUTION 9893

A RESOLUTION TO ESTABLISH RATES IN ACCORDANCE WITH TITLE 8, CHAPTER 8.32, OCCGF, FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE COLLECTED FROM CUSTOMERS OF THE CITY OF GREAT FALLS EFFECTIVE AUGUST 9, 2010.

WHEREAS, The City Commission of the City of Great Falls, having met and conducted the hearing this day in regular session at the Civic Center, Great Falls, Montana, at 7:00 P.M., and having considered the cost of operation, equipment and facilities for the solid waste collection and disposal system do hereby establish the basic monthly collection rates charged City customers for, once per week, full service, as follows:

<u>RESIDENTIAL</u>	<u>FY 11 PROPOSED</u>
per	
month Regular 65 Gallon	\$ 8.34
Regular 96 Gallon	\$ 9.96
Additional 96 Gallon	\$ 5.65
Senior Citizen	\$ 6.94
Extra Pickup	
96 Gallon	\$ 5.65
 <u>COMMERCIAL</u>	
96 Gallon	\$ 18.40
300 Gallon (Shared) or 1 yd.	\$ 25.25
300 Gallon (sole use) or 1.5 yard	\$ 29.60
2 yard	\$ 35.40
3 yard	\$ 50.80
Over 3 yard (per yard)	\$ 16.80
6 yard loose	\$100.63
6 yard compacted	\$226.00
8 yard loose	\$134.40
Extra Pickup	
300 Gallon	\$ 8.09
plus extra's - \$2.00/minute	
 Charges for other commercial pickup frequencies per week shall be the rate times the number of pickups per week. Large accumulation of material placed for collection may be charged to the customer @ \$2.00 per minute if it takes longer than 2 minutes to load the material.	
Special Pickup	
Large appliances	\$ 6.00
Large appliances with Freon	\$ 26.00
 <u>DROP BOX</u>	
per	
pickup 3 yard loose	\$ 40.00
20 yard loose	\$235.00
30 yard loose	\$265.00
40 yard loose	\$290.00
30 yard compacted	\$175.00
40 yard compacted	\$175.00

Per Day Rental

permanent w/fixed pickup schedule	\$ 2.00
short term rental	\$ 4.00
after 5 days	\$ 2.00

Rates do not include the disposal fee as set forth in the Solid Waste Disposal Agreement between the City of Great Falls and Montana Waste Systems. Disposal costs will be assessed by actual weight and volumes in accordance with the agreement.

RECYCLE CENTER

per load

Car (minimum)	\$ 8.00
Truck (1 cubic yard)	\$ 15.00
Truck (1.5 cubic yard)	\$ 23.00
Trailer (single axle)	\$ 15.00
Trailer (large load – 12' limit)	\$ 23.00
Handling fee	\$ 25.00
**Heavy or bulky loads (asphalt shingles)	
Fluorescent Bulbs – per bulb	\$.25 - \$1.25
Used Cooking Oil (5 gallon per week limit)	\$ 2.00
Used Motor Oil (5 gallon per week limit)	\$ 2.00
White goods	\$ 6.00
No Freon – Refrigerators/Freezers/Air Conditioners	
Paint (per gallon)	No longer accepting

Passed by the Commission of the City of Great Falls, Montana, on this 3rd day of August, 2010.

Michael J. Winters, Mayor

ATTEST:

Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

James W. Santoro, City Attorney

**SANITATION RATES
RESOLUTION 9893**

		<u>FY 10 CURRENT</u>	<u>FY11 PROPOSED 3% Increase</u>
<u>RESIDENTIAL</u>			
per month	Regular 65 Gallon	8.10	8.34
	Regular 96 Gallon	9.67	9.96
	Additional 96 Gallon	5.50	5.65
	Senior Citizen	6.74	6.94
Extra Pickup	96 Gallon	5.50	5.65
<u>COMMERCIAL</u>			
per month	96 Gallon	18.40	No Change
	300 Gallon (shared) or 1 yard	25.25	No Change
	300 Gallon (sole use) or 1.5 yard	29.60	No Change
	2 yard	35.40	No Change
	3 yard	50.80	No Change
	Over 3 yard (per yard)	16.80	No Change
	6 yard loose	100.63	No Change
	6 yard compacted	226.00	No Change
	8 yard loose	134.40	No Change
Extra Pickup	300 Gallon	7.85	8.09
	plus extra's - \$2.00/minute		
	<i>Charges for other commercial pickup frequencies per week shall be the rate times the number of pickups per week. Large accumulation of material placed for collection may be charge to the customer @ \$2.00 per minute if it takes longer than 2 minutes to load the material.</i>		
Special Pickup	Large appliances	6.00	No Change
	Large appliances-with freon	26.00	No Change
<u>DROP BOX</u>			
per pickup	3 yard loose	32.50	No Change
	20 yard loose	235.00	No Change
	30 yard loose	265.00	No Change
	40 yard loose	290.00	No Change
	30 yard compacted	175.00	No Change
	40 yard compacted	175.00	No Change
Per Day Rental	permanent w/ fixed pickup schedule	2.00	No Change
	short term rental	4.00	No Change
	after 5 days	2.00	No Change
	<i>Rates do not include the disposal fee as set forth in the Solid Waste Disposal Agreement between the City of Great Falls and Montana Waste Systems. Disposal costs will be assessed by actual weight and volumes in accordance with the agreement.</i>		
		<u>FY 10 CURRENT</u>	<u>FY11 PROPOSED 50% Increase</u>
<u>RECYCLING CENTER</u>			
per load	Car (minimum)	5.00	8.00
	Truck (1cubic yard)	10.00	15.00
	Truck (1.5 cubic yard)	15.00	23.00
	Trailer (single axle)	10.00	15.00
	Trailer (large load - 12' limit)	15.00	23.00
	Handling Fee	25.00	No Change
	**Heavy or Bulky Loads (asphalt shingles)		
	Fluorescent Bulbs - per Bulb	.25 - 1.25	No Change
	Used Cooking Oil (5 gallon per week limit)	2.00	No Change
	Used Motor Oil (5 gallon per week limit)	2.00	No Change
	White Goods	6.00	No Change
	No-Freon - Refrigerators/Freezers/Air Conditioners		
	Paint - per Gallon	2.00	No Longer Accept

NOTICE

NOTICE IS HEREBY GIVEN that the Great Falls City Commission in regular session on July 20, 2010 in the Commission Chambers, set a public hearing date for the regular Commission meeting on August 3, 2010, prior to acting upon Resolution No. 9893 entitled:

A RESOLUTION TO ESTABLISH RATES IN ACCORDANCE WITH TITLE 8, CHAPTER 8.32, OCCGF, FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE COLLECTED FROM CUSTOMERS OF THE CITY OF GREAT FALLS, MONTANA BEGINNING AUGUST 9, 2010.

The above-designated Resolution No. 9893 is on file in the office of the City Clerk, Lisa Kunz, (406) 455-8451 and the Department of Fiscal Services, Martha Capps, (406) 455-8484, in the Civic Center Building, 2 Park Drive South, and is subject to inspection for a period of five (5) days. The City Commission will hear objections to the final adoption of said Resolution No. 9893 or any part thereof and the assessment therein provided for when convened in regular session in the Commission Chambers on August 3, 2010 at 7:00 o'clock p.m., at which time and place the City Commission will consider Resolution No. 9893 for final adoption.

/s/ Lisa Kunz, City Clerk

Publication Date: July 23 & July 30, 2010



Item: Resolution 9881 – Annual Budget Resolution
From: Gregory T. Doyon, City Manager
Initiated By: Statutory Budget Requirements
Presented By: Melissa Kinzler, Budget Officer
Action Requested: Adopt the Budget Resolution

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission adopt (deny) Resolution 9881.”

2. Mayor calls for a second, discussion, and calls for the vote.

Staff Recommendation: Staff recommends adoption of Resolution 9881. The City Commission may also make changes to the proposed budget as they feel are necessary to achieve its goals prior to adoption.

Background: Prior to the adoption of the City’s annual budget the City is required to hold public hearings on 1) the intent to budget an increase in revenue from property taxation, and 2) the proposed annual budget.

The public hearing for the intent to budget an increase in revenue from property taxation was held on July 20, 2010 and closed. The resolution for the total proposed allowable property tax levy increase of 2.202% was passed by the City Commission on a 3 to 1 vote. The setting of the tax levies is scheduled for August 17, 2010 or when the City receives their certified taxable values from the Montana Department of Revenue. This will be the last step of the budget process.

The required public hearing for Resolution 9881- the Annual Budget Resolution was held and closed on July 20, 2010. The next step in the process is to address any budget changes which are warranted, and adopt Resolution 9881.

Concurrences: The proposed Fiscal Year 2011 budget was presented by the City Manager on June 15, 2010 at the City Commission Work Session. The required public hearing was held and closed on July 20, 2010.

Fiscal Impact: The fiscal impact of the proposed increases for inflation and the permissive mill levy for a residential home with a taxable market value of \$100,000 would be approximately \$4.97 for the inflation factor and \$4.61 for permissive mill levy for a total of \$9.58 a year.

Alternatives: If the Fiscal Year 2011 budget is not adopted August 3, 2010 it could be delayed up to the September 21, 2010 City Commission Meeting. State law requires that the City adopt a Fiscal Year 2011 Budget on or before the 2nd Monday in August or 45 days after receiving taxable valuation from the Montana Department of Revenue.

Attachments/Exhibits: Resolution 9881 – Annual Budget Resolution

NOTICE OF BUDGET HEARING

NOTICE is hereby given that the City Commission of the City of Great Falls has:

- completed its preliminary budget;
- placed the preliminary budget on file and open to public inspection at the City Clerk's Office, Room 202, Civic Center Building; and,
- set the public hearing on the City of Great Falls 2010 / 2011 Annual Operating Budget for 7 PM, Tuesday, July 20, 2010, at the City Commission Chambers, Civic Center Building.

All persons desiring to be heard are invited to appear and provide written or oral comments concerning the budget. For further information, please contact: City Clerk's Office, Room 202, Civic Center, 455-8451.

Lisa Kunz
City Clerk

FOR OFFICE USE ONLY

Publication Dates: July 11, 2010
July 18, 2010

LEGAL AD

RESOLUTION NO. 9881

ANNUAL BUDGET RESOLUTION

**A RESOLUTION RELATING TO FINAL BUDGETS AND ANNUAL
APPROPRIATIONS FOR THE FISCAL YEAR
BEGINNING JULY 1, 2010 AND ENDING JUNE 30, 2011**

WHEREAS, Montana Code Annotated (MCA), 7-6-4024, requires that the budget be approved and adopted by resolution by the later of the second Monday in August or within 45 calendar days of receiving certified taxable values from the Department of Revenue, and

WHEREAS, the notice of hearing on budget increase from property taxes was published in accordance with Section 15-10-203, MCA, and

WHEREAS, the notice of hearing on preliminary budget was published in accordance with Section 7-1-4127, MCA, as required by Section 7-6-4021, MCA, and

WHEREAS, the hearing on preliminary budget and budget increase from property taxes was held in accordance with Section 7-1-4131, MCA, and Section 7-6-4024 MCA, and,

WHEREAS, the Official City Code of the City of Great Falls, Title 2, Chapter 14, Sections 2.14.030 and 2.14.040 state the Municipal Court Judge and Municipal Court Clerk salaries shall be set by resolution, and,

WHEREAS, the Government Finance Officers Association recommends an unreserved fund balance in the General Fund of “no less than two months of regular general operating revenues or regular general fund operating expenditures”,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:

Section 1. - Legal Spending Limits

The legal spending limits of the City of Great Falls are established at the fund level. Appendix A establishes each fund’s level. (7-6-4030, MCA)

Section 2. - Implementation Authority

- 2.1 The City Manager is hereby delegated appropriation authority for the expenditure of funds from any or all of the following:
 - a. debt service funds for obligations related to debt approved by the governing body;

- b. trust funds for obligations authorized by trust covenants;
 - c. any fund for federal, state, local or private grants and shared revenue accepted and approved by the governing body;
 - d. any fund for special assessments approved by the governing body;
 - e. the proceeds from the sale of land;
 - f. any fund for gifts or donations; and,
 - g. money borrowed during the fiscal year. (7-6-4006, MCA)
- 2.2 The City Manager is hereby delegated authority to adjust appropriations funded by fees throughout the fiscal year in any or all of the following:
- a. proprietary fund appropriations (enterprise and internal service funds);
 - b. general fund for fee supported services;
 - c. information technology fund for fee supported mapping services;
 - d. natural resources fund for fee supported forestry services;
 - e. permits fund; and,
 - f. licenses fund. (7-6-4012, MCA)
- 2.3 The authority to make transfers of appropriations between funds is retained by the City Commission.
- 2.4 The City Manager is hereby delegated the authority to make transfers or revisions within appropriations of any fund.
- 2.5 The City Manager may delegate to his department directors the authority to make transfers or revisions within or among appropriations of specific operations within a fund, limited to the division level of accountability.
- 2.6 Joint operating agreements approved by the governing body; insurance recoveries or dividends; hazardous material recoveries and, refunds or reimbursements of expenditures shall automatically amend the annual appropriations or reduce recorded expenditures whichever is correct in accordance with Generally Accepted Accounting Principles (GAAP).

Section 3. - Appropriation Carryovers

Generally accepted accounting principles (GAAP) require expenditures to be recognized in the fiscal year in which the goods or services are received.

- 3.1 Previous fiscal year appropriations for incomplete improvements in progress of construction, or segments thereof, are hereby declared authorized appropriations in addition to the appropriations set out in Appendix A., provided they meet the following criteria:
- a. related financing was provided in the prior fiscal year;
 - b. the appropriations were not obligated by year end;
 - c. the purpose was not included, or rejected, in current budget financing or appropriations; and,

- d. the City Manager determines the appropriation is still needed.
- 3.2 Outstanding purchase orders and other obligations, representing a City obligation to pay the claim after receipt of the goods or services, are recognized as "claims incurred". They are hereby declared authorized "carryover" appropriations in addition to the appropriations set out in Appendix A., provided they meet the following criteria:
- a. related financing was provided in the prior fiscal year;
 - b. the appropriations were not otherwise obligated by year end;
 - c. the purpose was not included, or rejected, in current budget financing or appropriations; and,
 - d. the City Manager determines the appropriation is still needed.

Section 4. - Appropriated Reserves

Reserves which have been established for specific purposes, such as Equipment Revolving Scheduled (ERS) reserves, are hereby declared to be appropriations available for expenditure according to the reserve purpose. They shall be acknowledged as current appropriations upon the determination by the City Manager that they are currently needed to serve their intended purpose. Unexpended reserves shall be carried forward to meet future needs in accordance with their purpose.

Section 5. Contingency Account

- 5.1 Contingency account appropriations are provided by the City Commission as flexible appropriations. They are intended to provide the City Manager with an effective management tool for adjusting to changing circumstances throughout the budgetary year.
- 5.2 The City Manager is delegated the authority to transfer part or all of any contingency appropriation and related financing. Use of contingency appropriations is restricted to transfers of that appropriation authority to specific operating budgets. Proper classification of expenditures to specific operations is required. Accordingly, charging of expenditures directly to Contingency accounts is prohibited.
- 5.3 The Contingency appropriation is a two part authorization, determined on whether cash funding has been allocated in the General Fund during budget development:
- a. General Fund financed; and,
 - b. Unfunded - a specific fund cash balance, additional revenue, or other funding source must be identified before the "unfunded" contingency appropriation may be used.

Section 6. - Classification and Pay Plan

- 6.1 The objective of the City's Classification and Pay Plan is to enable the City to retain, and when necessary, recruit competent employees. Therefore, the Plan must be a dynamic tool which is continuously updated.

6.2 The City Manager is authorized to administratively change the Classification and Pay Plan. Annual pay surveys, continual or periodic review of positions with changed duties or responsibilities, and additions to the classification plan of changed and new classes of work will assure that the Classification and Pay Plan remains current and equitably meets the needs of the City and its employees.

Section 7. - Budgetary Authority

References to statutes, or to consistency with statutory authority, are for information purposes only. Nothing in this resolution shall be considered to mitigate or compromise the City's self-governing authority.

Section 8. - Accounting Structure

Staff is hereby directed to establish and maintain City accounting structure in accordance with Generally Accepted Accounting Principles (GAAP). Statutes, ordinances, resolutions or other authoritative sources shall be implemented according to their intent and GAAP. Staff shall provide for conformance with the Commission's limits for financing and appropriation under authorized budgets whenever making proper modifications to accounting structure.

Section 9. – Municipal Court Judge and Municipal Court Clerk Salaries

The City Manager is authorized to administratively set the salaries of the Municipal Court Judge and Municipal Court Clerk using the following salary range:

Municipal Court Judge	\$62,121 to \$93,181
Municipal Court Clerk	\$34,345 to \$51,518

Section 10. – Designated for Cash Flow

As permitted by Section 7-6-4034, MCA, a balance Designated for Cash Flow shall be considered adequate in tax levy supported funds (General, Library, and Planning) at 17% of annual appropriations. A balance Designated for Cash Flow for other operating funds of the City shall be considered adequate at 17% (2mo./12mo.) of annual appropriations for seasonal operations; and, 17% (2mo./12mo.) of annual appropriations for all other operating funds.

Such balances designated for cash flow shall be used to meet extended revenue cycles, meet short term economic difficulties, respond to unique opportunities, provide for one-time expenditures, and respond to emergency and disaster situations. The balances shall not be available to meet recurring operating expenses.

PASSED AND ADOPTED by the City Commission of the City of Great Falls, Montana,
July 20, 2010.

Michael J. Winters, Mayor

ATTEST:

Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

James W. Santoro, City Attorney

Appendix A. Balances & Changes by Fund for Year Ending June 30, 2011 City of Great Falls, Montana

	Estimated Beginning Balance	(+ Working Capital Sources			(-) Working Capital Uses			Estimated Ending Balance	Reserved Balance	Available Balance
		Revenue	Transfers In	Total Sources	Appropriations	Transfers Out	Total Uses			
General Fund	3,400,108	24,451,715	0	24,451,715	22,013,607	2,385,773	24,399,380	3,452,443	0	3,452,443
Special Revenue Funds										
Tax Increment Fund	42,545	256,143	0	256,143	226,618	72,000	298,618	70	0	70
Planning Fund	(49,187)	525,928	215,067	740,995	725,876	0	725,876	(34,068)	0	(34,068)
CTEP Projects Fund	27,257	1,000	0	1,000	6,589	0	6,589	21,668	21,668	0
Lighting Districts Fund	996,972	1,608,897	0	1,608,897	1,238,462	0	1,238,462	1,367,407	0	1,367,407
Support & Innovation Fund	43,831	488,060	0	488,060	465,422	0	465,422	66,469	66,469	0
911 Special Revenue Fund	216,491	625,100	0	625,100	191,500	337,316	528,816	312,775	312,775	0
Police Special Revenue Fund	175,683	20,100	0	20,100	81,582	0	81,582	114,201	114,201	0
Fire Special Revenue Fund	58,154	5,700	0	5,700	440	0	440	63,414	63,414	0
Street District Fund	1,208,508	5,034,270	0	5,034,270	6,005,656	0	6,005,656	237,122	0	237,122
Library Fund	497,502	442,021	900,000	1,342,021	1,306,628	0	1,306,628	532,895	115,580	417,315
Library Foundation Fund	58,016	110,200	0	110,200	77,484	0	77,484	90,732	90,732	0
Park & Recreation Special Revenue Fund	354,695	54,500	0	54,500	85,289	0	85,289	323,906	231,924	91,982
River's Edge Trail Special Revenue Fund	1,520	0	0	0	159	0	159	1,361	1,361	0
Natural Resources Fund	143,902	352,943	264,918	617,861	617,861	0	617,861	143,902	6,692	137,210
Portage Meadows Fund	0	46,992	0	46,992	46,992	0	46,992	0	0	0
Housing Authority Fund	0	1,195,160	0	1,195,160	1,195,160	0	1,195,160	0	0	0
Federal Block Grants Fund	312,109	1,926,660	0	1,926,660	1,816,450	0	1,816,450	422,319	0	422,319
Federal Home Grant Fund	12,195	508,500	0	508,500	502,387	0	502,387	18,308	0	18,308
Community Development Fund	33,870	0	0	0	11,254	15,116	26,370	7,500	0	7,500
Economic Revolving Fund	152,824	3,050	0	3,050	17,615	0	17,615	138,259	90,615	47,644
Permits Fund	436,958	707,210	0	707,210	890,547	0	890,547	253,621	0	253,621
Licenses Fund	432	266,415	0	266,415	266,415	0	266,415	432	0	432
Ag Tech Park Fund	543,908	194,200	0	194,200	738,108	0	738,108	0	0	0
West Bank Urban Renewal	402,636	0	0	0	402,636	0	402,636	0	0	0
Total Special Revenue Funds	5,670,821	14,373,049	1,379,985	15,753,034	16,917,130	424,432	17,341,562	4,082,293	1,115,431	2,966,862
Debt Service Funds										
Master Debt SILD	14,753	22,607	0	22,607	18,975	0	18,975	18,385	18,385	0
Improvement Districts Revolving Fund	217,325	151,090	0	151,090	114,037	0	114,037	254,378	254,378	0
Soccer Park Bonds	97,640	191,800	0	191,800	191,360	0	191,360	98,080	98,080	0
Swim Pool Rehab GO Bond	119,484	296,600	0	296,600	296,496	0	296,496	119,588	119,588	0
West Bank TI District	157,972	61,000	0	61,000	230,634	0	230,634	(11,662)	(11,662)	0
Total Debt Service Funds	607,174	723,097	0	723,097	851,502	0	851,502	478,769	478,769	0
Capital Project Funds										
General Capital Fund	114,773	2,500	0	2,500	6,925	0	6,925	110,348	110,348	0
City Lighting Construction	0	0	0	0	0	0	0	0	0	0
Improvement District Projects Fund	3,682	0	0	0	0	0	0	3,682	3,682	0
Hazard Removal Fund	92,481	50,000	0	50,000	52,445	0	52,445	90,036	90,036	0
Total Capital Project Funds	210,936	52,500	0	52,500	59,370	0	59,370	204,066	204,066	0

Appendix A. Balances & Changes by Fund for Year Ending June 30, 2011 City of Great Falls, Montana

	Estimated Beginning Balance	(+ Working Capital Sources			(-) Working Capital Uses			Estimated Ending Balance	Reserved Balance	Available Balance
		Revenue	Transfers In	Total Sources	Appropriations	Transfers Out	Total Uses			
Enterprise Funds										
Water Fund	6,010,036	11,341,260	0	11,341,260	12,119,883	0	12,119,883	5,231,413	3,832,558	1,398,855
Sewer Fund	6,646,162	7,697,378	0	7,697,378	9,634,759	0	9,634,759	4,708,781	4,515,489	193,292
Storm Drain Fund	6,455,707	1,896,500	0	1,896,500	3,624,473	0	3,624,473	4,727,734	959,392	3,768,342
Sanitation Fund	347,020	3,070,979	0	3,070,979	3,394,097	0	3,394,097	23,902	0	23,902
Electric Utility Fund	(2,854,845)	11,268,250	0	11,268,250	10,939,636	0	10,939,636	(2,526,231)	689,340	(3,215,571)
Safety Services Fund	212,471	1,177,848	325,426	1,503,274	1,503,645	0	1,503,645	212,100	212,100	0
Parking Fund	338,525	620,850	0	620,850	734,125	0	734,125	225,250	71,374	153,876
Golf Courses Fund	(1,011,626)	1,442,770	100,000	1,542,770	1,524,821	0	1,524,821	(993,677)	237,717	(1,231,394)
Swim Pools Fund	263,289	486,910	486,389	973,299	998,197	0	998,197	238,391	100,000	138,391
Recreation Fund	158,420	278,300	153,729	432,029	433,130	0	433,130	157,319	26,582	130,737
Multi-Sports Fund	26,010	154,100	0	154,100	154,056	0	154,056	26,054	0	26,054
Civic Center Events Fund	203,144	382,134	214,727	596,861	636,087	0	636,087	163,918	15,753	148,165
Total Enterprise Funds	17,372,547	39,817,279	1,280,271	41,097,550	45,696,909	0	45,696,909	12,773,188	10,660,305	2,112,883
Internal Service Funds										
Human Resource Fund	519	330,979	0	330,979	329,914	0	329,914	1,584	0	1,584
Central Communications Fund	42,058	90,902	0	90,902	89,132	0	89,132	43,828	0	43,828
Health and Benefits Fund	1,417,582	6,177,651	0	6,177,651	6,177,651	0	6,177,651	1,417,582	0	1,417,582
Insurance & Safety Fund	81,045	1,239,065	0	1,239,065	1,239,065	0	1,239,065	81,045	0	81,045
Fiscal Services Fund	240,130	1,683,018	0	1,683,018	1,658,923	0	1,658,923	264,225	0	264,225
Information Tech Fund	507,658	1,244,167	23,662	1,267,829	1,228,413	0	1,228,413	547,074	373,966	173,108
Central Garage Fund	3,095,535	1,890,106	0	1,890,106	2,016,737	0	2,016,737	2,968,904	2,795,149	173,755
Engineering Fund	394,750	1,071,367	126,287	1,197,654	1,453,250	0	1,453,250	139,154	123,323	15,831
Public Works Administration Fund	170,385	395,460	0	395,460	394,581	0	394,581	171,264	3,868	167,396
Civic Center Facility Services Fund	88,463	472,015	0	472,015	480,331	0	480,331	80,147	44,317	35,830
Total Internal Service Funds	6,038,125	14,594,730	149,949	14,744,679	15,067,997	0	15,067,997	5,714,807	3,340,623	2,374,184
Trust & Agency Funds										
Trust & Agency Funds Trust & Agency Fund transactions are made in accordance with specific trust or agency agreements, covenants or other regulations. Accordingly, annual budgets are not prepared.	0		0	0		0	0	0	0	0
Total Trust & Agency Funds	0	0	0	0	0	0	0	0	0	0
Total All Budgeted Funds	33,299,711	94,012,370	2,810,205	96,822,575	100,606,515	2,810,205	103,416,720	26,705,566	15,799,194	10,906,372



Item: Labor Agreement between the City of Great Falls and the International Association of Fire Fighters, Local 8 (Local 8)

From: City Manager's Office

Initiated By: Linda Williams, Human Resources Manager

Presented By: Linda Williams, Human Resources Manager

Action Requested: Approve labor agreement

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the labor agreement between the City of Great Falls and the IAFF, Local 8.”

2. Mayor calls for a second, discussion, inquiries from the public, and calls the vote.

Background: The current agreement with Local 8 expired 6/30/10. City management and Local 8 representatives began negotiations in January, 2010. There were a total of five negotiating sessions (1/20, 1/28, 1/29, 2/19 and 2/25/10).

The City and the Union were unable to agree on what components of compensation to consider in the comparisons. Local 8's clearly stated objective was to be the "fourth highest paid department" in the state based only on base salary comparisons. The City's calculations for comparisons to other fire departments included the amount the City contributes towards health insurance benefits, which for the City of Great Falls, is also reported as compensation for retirement purposes. Including the health insurance benefit compensation and comparing the varying amounts employees have to pay for their health insurance gives a more accurate picture of total compensation. This methodology reflects the City exceeding Local 8's objective of being fourth in the state, to being between second and fourth, depending on the rank.

The City gave its last, best and final economic offer to Local 8 on February 25, 2010. The City based its final offer on several factors, including: market position, wages and benefits within the state, cost of living comparisons of Great Falls and the other large cities, and the community's ability to meet wage/benefit costs. Local 8 discussed the City's last, best and final offer with its membership and opted to request mediation. One mediation session was held on June 11, 2010.

The mediator recommended that Local 8's last economic proposal be considered by the governing body prior to continuing with mediation and possibly arbitration. Therefore, at the July 6, 2010, regular Commission meeting, the Commission was asked to either accept the last economic offer made by Local 8 or direct staff to continue with mediation efforts. The Commission voted to accept Local 8's last economic offer.

Local 8 ratified the proposed labor agreement on July 19, 2010.

The major changes from the previous agreement are:

1. Article 2 - Recognition
Throughout the agreement, references to the Training Officer were changed to the new title of Deputy Assistant Chief.
2. Article 13 - Sick Leave, Section 13.5
A new subsection "I" was added regarding parental leave. Birth fathers and adoptive parents will be allowed to use up to forty-eight hours of sick leave. Extensions may be granted upon receipt of a doctor's authorization of medical necessity.
3. Article 14 - Injury on Duty, Section 14.2
The length of time the City is required to make up the difference between a fire fighter's regular salary and the workers' compensation wage loss amount the employee receives was changed from ninety days to one year in accordance with §7-33-4133, MCA.
4. Article 22 - Vacations, Section 22.4, Subsection A
Subsection A specified vacations would not be allowed during the sixteen days designated for Fire Prevention activities. This subsection was deleted.
5. Article 26 - Medical Insurance
The City contribution amount was capped at the FY 2010 contribution rate. This amount of \$783/month will continue to be reported to the Montana Public Employee Retirement System as wages for retirement enhancement purposes. Any health insurance premium increases during the term of the agreement will be shared with the City contributing 90% of the increase and the employees contributing 10% of the increase. Effective 7/1/10, the City's portion of any increases will be treated as any other benefit, and will not be added into base wages for retirement enhancement purposes.
6. New Article 36 - Residency
On September 21, 1999, the City Commission adopted Resolution 9042, requiring fire fighters seeking employment with the City to show proof of residency and to maintain such residency as a condition of employment. The language in this proposed new residency article allows fire fighters hired after September 21, 1999, to have their primary residence within a maximum of 30 minutes of Fire Station 1. New employees will be required to comply with this residency requirement within 180 days of employment with the City of Great Falls.

7. Article 37 - Term of Agreement

The dates were changed to reflect the terms of the proposed 3 year agreement: 7/1/10 - 6/30/13.

8. Addendum 1 - Schedule A

The rank differentials (the percentage difference above “the after 6 month fire fighter” rate), were increased as follows:

Engineer increased 2% from 18% to 20%

Captain increased 4% from 30% to 34%

Battalion Chief increased 8% from 45% to 53%

In addition to the rank differential increases effective 7/1/10, the salary schedule was increased:

Effective 7/1/10: 1.5% plus a 2.13% market adjustment for a total of 3.63%

Effective 7/1/11: 2%

Effective 7/1/12: 2%

The rank differential increases, combined with the percentage increases in the salary schedule, result in fire fighters’ base wages increasing a minimum of 3.63% and a maximum of 9.35% effective 7/1/10.

Fiscal Impact: The fiscal impact of the rank differential increases and percentage increase in the salary schedule for the first year of the proposed agreement is 7.68%; 2% the second year; and 2% the third year.

Any health insurance premium increases during the term of the agreement will be shared with the City contributing 90% of the increase and the employees contributing 10% of the increase.

The City health insurance contribution added into base wages for retirement enhancement purposes is capped at the FY 2010 amount. Effective 7/1/10, the City’s portion of health insurance increases will be treated as any other benefit.

Alternatives: The Commission may choose not to approve the labor agreement, in which case, the City and Local 8 would have to reconvene and continue the collective bargaining process.

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.1 THIS AGREEMENT is entered into by and between the CITY OF GREAT FALLS, MONTANA, hereinafter referred to as the CITY and LOCAL #8, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as the UNION.
- 1.2 It is the purpose of this AGREEMENT to achieve and maintain harmonious relations between the CITY and the UNION, and to establish proper standards of wages, hours and other conditions of employment.
- 1.3 Whenever the male gender is used (i.e., he, him, his), the term shall apply equally to males and/or females.

ARTICLE 2 - RECOGNITION

- 2.1 The CITY recognizes the UNION as the exclusive bargaining agent for all uniformed members, excluding the Chief, Assistant Chief, Fire Marshal, Deputy Assistant Chief, and all initial probationary employees, until date of appointment, of the Great Falls Fire Department.
- 2.2 The initial probationary period is nine (9) months from date of hire. Appointments will be made after the successful completion of the nine month probationary period.

ARTICLE 3 - AFFIRMATIVE ACTION POLICY

- 3.1 The UNION agrees that this AGREEMENT is subject to the Affirmative Action Policy of the CITY and that cooperation will be given to ensure that no individuals shall be discriminated against with respect to compensation, hours or conditions of employment because of race, color, religion, sex, marital status, national origin or public assistance status.

ARTICLE 4 - UNION MEMBERSHIP

- 4.1 No employees shall be required to become a member of the UNION as a condition of employment. To assist the employees covered by this AGREEMENT as a group in meeting the costs of planning, negotiating, and administrating this AGREEMENT, and of protecting them and promoting their interests, each employee as a condition of the continuing employment shall be required to either maintain membership in, or make equal contribution by paying to the UNION a sum equal to the regular UNION initiation fee and regular UNION monthly dues.
- 4.2 Each employee shall have the right to join, not join, maintain or resign his UNION membership. Membership in the UNION shall be separate, apart and distinct from the assumption by each employee of his equal obligation to support financially the costs of collective bargaining from which the employee receives benefits equal to those received by UNION members.
- 4.3 All employees covered by this AGREEMENT will have thirty-one (31) calendar days from the date of the signing of this AGREEMENT to comply with the provisions of Paragraph 4.1 above. Confirmed fire fighters or re-hired employees will have thirty one (31) calendar days after the date of confirmation or re-employment in which to comply.
- 4.4 Should the UNION notify the CITY in writing that any employee has not paid to the UNION the sum equal to the regular initiation fee and/or regular UNION monthly dues, it shall be obligatory upon the CITY to terminate said employee not later than five (5) business days following receipt of such notice.

- 4.5 The UNION will defend the CITY against any bona fide law suit instituted by an employee within this collective bargaining unit against the CITY on account of the allegation of improper discharge pursuant to Paragraph 4.4 above.
- 4.6 It is specifically understood that should the CITY be sued, it must immediately give the UNION written notice of said pending law suit so that the UNION will have adequate time to properly investigate and prepare a defense. Further the CITY shall cooperate with the UNION in the defense of said law suit.
- 4.7 The UNION shall have the right to retain an attorney of its own choosing who shall be solely responsible for the handling of the case. If the CITY determines that it desires its own attorney to represent it in the defense, it shall do so at its own cost and expense. The UNION shall maintain the exclusive right to defend, settle, mitigate or litigate or take whatever action it deems proper or necessary with respect to handling this issue in litigation.
- 4.8 The UNION will hold harmless the CITY from any and all claims arising out of said discharge if so adjudicated by a court of competent jurisdiction.
- 4.9 In the event an employee covered by this AGREEMENT is a member of and adheres to a bona fide religious sect, or division thereof, the established and traditional tenets or teachings of which oppose a requirement that a member of such sect or division join or financially support any labor organization, then the provisions of Section 39-31-204, Montana Codes Annotated, shall be applicable.
- 4.10 The CITY agrees to grant exclusive rights of agency shop and union dues deduction to the UNION and will deduct agency shop and union membership dues from the pay of those employees who individually request in writing that such deductions be made.
- The amount to be deducted shall be certified to the employee by the UNION and the

monthly aggregate deduction together with a list of employees will be remitted to the UNION'S secretary-treasurer on a monthly basis.

ARTICLE 5 - UNION BUSINESS

- 5.1 It is understood the UNION shall have the right to use Business Agents, Shop Committees, or Stewards to adjust grievances as they arise or for any other matters which affect or may affect the relationship between the CITY and UNION. The CITY agrees that local Business Agents for the UNION shall be given access, with permission granted by the CITY, to members of the UNION at the places of business of the CITY during hours of operations, for the purpose of ascertaining whether the terms of this AGREEMENT are being observed, and any other matters which affect or may affect, the relationship between the CITY and the UNION.
- 5.2 The UNION will notify the CITY in writing what representatives (Business Agent, Shop Committee or Stewards) it will use in matters relating to grievances, interpretation of the AGREEMENT or in any other matters which affect or may affect hours, working conditions, wages and the relationship between the CITY and UNION.
- 5.3 When staffing levels are above minimum, the CITY will allow employees on the UNION'S negotiating team to participate in contract negotiations during their regularly scheduled shift. Employees assigned to a higher rank than Fire Fighter due to a member's participation in contract negotiations while on duty will not receive acting pay.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.1 In addition to State Law, the CITY retains the full and unrestricted right to operate and manage all manpower, facilities, methods and equipment; to establish functions and programs, make and enforce all rules and regulations; to plan and set and amend

budgets; to determine the utilization of technology; to establish and modify the organizational structures; to select, direct, assign, control and determine methods, means, and organization; to establish work schedules, assign overtime, discharge for cause, and to perform any inherent managerial functions. The foregoing enumeration of the City Management's rights shall not be deemed to exclude other functions not specifically set forth. The CITY, therefore, retains all rights not otherwise specifically covered by this AGREEMENT, except those provided to the employees by Montana State Collective Bargaining Act, MCA 39-31.

ARTICLE 7 - RULES AND REGULATIONS

7.1 The UNION agrees that its members shall comply in full with Fire Department rules and regulations, including those related to conduct and work performance.

7.2 The CITY encourages input from all CITY employees in order to improve its operations; therefore, members of the UNION (through their executive board) are invited to make suggestions for improvements including changes in proposed rules and regulations. Proposed rules and regulations will be provided for review prior to implementation.

ARTICLE 8 - UNION ACTIVITY

8.1 All proper UNION activities shall be protected. The parties recognize that the Fire Department employees have and may exercise all rights guaranteed by the Constitution and Laws of the State of Montana and the Constitution and Laws of the United States of America.

ARTICLE 9 - BULLETIN BOARDS

9.1 The CITY shall approve placing of bulletin boards located in the respective Fire Stations, for the posting of notices concerning UNION business and activities.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.1 A grievance is defined as a dispute, or difference in interpretation between an employee, or the Union, and the City involving wages, hours, or working conditions. No grievance shall be considered or processed unless it is submitted within twenty (20) working days (defined as Monday through Friday, excluding Holidays) of first occurrence or first knowledge. Grievances or disputes which may arise, including the interpretation of this AGREEMENT, shall be settled in the following manner:

STEP 1 A. The immediate supervisor and/or Battalion Chief will attempt to resolve any grievances that arise on their platoon. A written decision from the immediate supervisor and/or Battalion Chief will be submitted to both the grievant and the Fire Chief within ten (10) working days.

 B. The CITY shall present claims or grievances in writing to the UNION.

STEP 2 A. If the employee is not satisfied with the immediate supervisor or Battalion Chief's decision, he may reduce the grievance to writing and submit it to the UNION for evaluation. The written grievance shall contain the following information:

1. The nature of the grievance and the facts on which it is based.
2. The provisions of the AGREEMENT allegedly violated.
3. The remedy requested.

STEP 3 If in the UNION'S opinion a grievance exists, the UNION (with or without the presence of the aggrieved employee) shall present the written grievance to the Fire Chief within ten (10) working days. The Fire Chief has ten (10) working days to respond.

STEP 4 The Union may request a meeting to present the grievance to the City Manager. This meeting request must be made within five (5) working days after receiving the response from the Fire Chief. This meeting will be conducted within fifteen (15) working days of receipt of the request.

A. This meeting shall consist of:

1. Fire Chief or his/her designee.
2. Grievant and Union representative.
3. City Manager or his/her designee.

The City Manager will render his decision within ten (10) working days.

STEP 5 If within ten (10) calendar days the grievance has not been settled, it may be submitted to final and binding arbitration for adjustment as per 10.1, Step 5A and 5B.

A. Each party shall alternately strike one (1) name from a list of five (5) names submitted to them by the MT Board of Personnel Appeals. By mutual consent another process can be utilized.

B. Any grievance involving a monetary issue, including those

related to hours and working conditions which could have an apparent economic effect or impact less than five thousand dollars (\$5,000) per grievance shall be subject to final and binding arbitration. Any monetary issue, as defined in the previous sentence, in excess of five thousand dollars (\$5,000) per grievance may be subject to final and binding arbitration only if mutually agreed upon.

C. If the CITY and UNION cannot agree whether a grievance is monetary or the dollar amount thereof, either party may seek an Arbitrator's determination.

D. Arbitrator's Authority: In any case where final and binding arbitration is utilized the arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this AGREEMENT. The Arbitrator shall consider and decide only the specific issue(s) submitted in writing by the CITY and the UNION and shall have no authority to make a decision on any other issue not so submitted. The Arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modify or vary in any way the application of rules, laws, and/or regulations having the force and effect of law.

The expenses of arbitration shall be borne by the two parties

equally; however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

STEP 6 If the CITY does not respond within the prescribed time limits, the grievance shall be settled in favor of the grievant. If the UNION misses a deadline, the grievance shall be denied.

ARTICLE 11 - WAGES

Employees shall be compensated according to Schedule A contained in Addendum 1.

ARTICLE 12 - WORK PERIODS

12.1 It is mutually agreed to work a forty-two (42) hour work week consisting of two (2) ten (10) hour day shifts and two (2) fourteen (14) hour night shifts followed by four (4) days off. Inspectors will be scheduled to work a forty (40) hour work week consisting of five (5) eight (8) hour shifts followed by two (2) days off. However, Inspectors may be required to work one (1) ten (10) hour day shift per week. The Fire Chief shall establish schedules designating work periods.

A. Work periods on the day shift shall be eight (8) hours for each shift Monday - Friday with one full hour off for noon and evening meals. If emergencies occur during meals, members will receive the remainder of the meal time after the emergency is over.

On Monday - Friday normal work periods on night shift will conclude at 10 PM. Activities after 10 PM will relate to life safety issues, i.e. response to complaints of blocked or locked exits, violation of occupancy requirements or inspections of special events to ensure the public's safety. This does not eliminate the option of the Company Officer, Battalion Chief or Assistant Chief from using the time between 10 PM and 2 AM to complete tasks that they determine should have been completed during normal work hours. Make work will not be used to fill this time period.

- B. Saturday's work period will be 8:00 AM - 5:00 PM with one full hour off for lunch. Administration can request members to perform customer service on Saturday night. These members will be granted hour for hour self-improvement time for hours worked. Repayment of this time will be coordinated with the Captain and Battalion Chief and forwarded to the Assistant Chief.
- C. One hour will be required during each shift for physical conditioning.
- D. On Sundays, all four (4) Stations will be available to perform customer service/training for two (2) hours. At least one (1) Engine Company will be available to attend special training courses not available during normal work week. Engine companies not assigned to perform customer service activities or special training courses may choose to participate in them if their crews so desire, and the Battalion Chief approves. Sunday night shift shall be self-improvement time.
- E. Holidays and hours outside the designated work periods shall be self-

improvement time.

F. Self-improvement time is defined as being that time members must be at their assigned stations for fires, other emergencies, and life safety issues; and all facilities for rest and rehabilitation are at their disposal.

Except for the hours as provided in Section D, work details, classes, and drills are not included in the definition of "self-improvement time", and these and related functions properly fall into the classification of a work period.

G. There shall be a fifteen (15) minute break in the first half of a work period and a fifteen (15) minute break in the second half of a work period.

12.2 Call back: Employees required to return to work during their off-duty hours shall be compensated at a rate of time and one-half ($1\frac{1}{2}$) their gross hourly rate for the actual hours worked, with a minimum guarantee of four (4) hours, except for employees required to return to appear before any judicial body shall be paid for such time at one and one-half ($1\frac{1}{2}$) the employee's gross hourly rate for the actual hours worked, with a minimum guarantee of two (2) hours.

12.3 Employees who are required to hold over for more than fifteen (15) minutes after their regular shift ends shall be compensated for such time at one and one-half ($1\frac{1}{2}$) times their gross hourly rate, computed to the nearest half ($\frac{1}{2}$) hour.

12.4 Sufficient personnel shall be maintained on duty and available for response to alarms. Sufficient fire fighter personnel shall be available to provide a minimum of one (1) fire fighter, one (1) driver/operator (or acting driver/operator) and one (1) officer (or acting officer) per front line unit of response to maintain four (4) stations with a minimum of thirteen (13) personnel. If sufficient personnel are not available

to meet these minimum staffing requirements, personnel shall be hired back in accordance to Article 12.5. Units shall not be placed out of service for reasons of insufficient personnel. Management reserves the right to assign any additional personnel as needed.

12.5 Hire back: Employees may volunteer to work extra shifts, when requested by the City, compensated at the employee's gross hourly rate. Hours worked in excess of the maximum hours related to the declared work period as identified under the Fair Labor Standards Act will be compensated at one and one-half (1½) times the employee's gross hourly rate. This provision shall be of no force or effect if total Platoon strength falls below sixty (60) personnel and shall have no effect on the City's right to reduce such personnel.

12.6 Employees will be granted comp time on an hour for hour basis for the following:

- A. Employee agrees to attend off-duty activity at the request of the CITY.
- B. Employee obtains prior approval of the CITY to attend off-duty activity at the request of the employee.

These activities shall include, but are not limited to: all classroom and field training sessions, and meetings, which are requested by the CITY. The provisions of this section may be altered only by mutual agreement between the Union and the CITY.

ARTICLE 13 - SICK LEAVE

13.1 Employees shall earn one (1) day of sick leave for each month of service. For the purpose of this AGREEMENT as it applies to those employees working 10-14 (42) hours per week, one (1) day of earned sick leave shall include eight and one-half (8½) hours.

13.2 An employee shall be allowed to use earned and accumulated sick leave credits for absences from duty without loss of pay due to any one or more of the following:

1. Illness;
2. Injury;
3. Medical disability;
4. Maternity-related disability including prenatal care, birth, miscarriage, abortion, and/or other medical care for either employee or child;
5. Quarantine resulting from exposure to contagious disease;
6. Medical, dental, or eye examination or treatment;
7. Care of or attendance to immediate family member for any of the aforementioned;
8. Death in immediate family.

13.3 Employees are required to follow the following two steps in order to be eligible for payment of sick leave pay:

- A. Report immediately to his Battalion Chief the reason for absence at least one (1) hour prior to shift change.
- B. If the absence is for more than one (1) shift in length, the employee must keep his Battalion Chief informed of his condition.

13.4 Illness or death in immediate family:

- A. Immediate family shall mean: spouse, children, mother, father, sisters, brothers, grandparents, grandchildren and immediate family of spouse. Administrative staff may approve annual or sick leave to attend the funeral of other relatives and friends. This approval will only occur when not requiring hire backs.
- B. Illness requiring the attendance of the employee: Sick leave for all employees shall be limited to two (2) consecutive work shifts.
- C. Death in the immediate family: Forty (40) hour employees shall use no more than five (5) working days total for death and funeral in or out of state. Shift employees shall use no more than four (4) shifts (maximum of 48 hours) for death and funeral in or out of state.

13.5

Miscellaneous Sick Leave Provisions:

- A. Appointments for medical, optical, and dental care shall be charged to sick leave if it is not possible to schedule these appointments on days off. Only the time actually required for the appointment will be approved.
- B. Maternity leave may be charged against sick leave credits.
- C. Sick leave charges in excess of earned sick leave credits may be charged to earned and available annual leave, or leave without pay at employee's option.
- D. Illness that occurs during an employee's vacation shall be charged to sick leave if requested and verified before the end of the next pay period.
- E. The Fire Chief or his designee may require appropriate verification and/or a Doctor's release for any absence which is charged to sick leave.

If such verification is requested and not provided, the request for sick leave shall be disallowed.
- F. All other provisions pertaining to sick leave shall be in accord with Montana State Law and the Code of the City of Great Falls.
- G. When an employee has been injured, either on the job or off duty, a copy of the employee's job description must be given to the physician so he/she can make the determination as to whether or not the employee is able to return to work to perform all necessary duties.
- H. The CITY will reimburse the employee for the office co-pay incurred to obtain a Fit for Duty to Return to Work release when required by the CITY for each non-worker's compensation related illness or injury.
- I. Parental leave may be charged against sick leave credits up to forty-eight

(48) hours for birth fathers and adoptive parents. This provision may be extended upon a doctor's authorization of medical necessity.

13.6 Sick Leave Donations: If an employee is ill and has exhausted his/her sick leave, vacation leave and compensatory time credits, and needs more time away from work, members of the Union may donate up to eight (8) hours of sick leave to an employee on an individual basis. Requests for donations must be approved by management. If an employee has exhausted all accrued sick leave, vacation leave, and compensatory time, the Employer may permit the employee to be placed on a leave without pay status. The maximum an employee can receive or donate is one hundred twenty (120) hours in a calendar year.

13.7 FAMILY AND MEDICAL LEAVE

- A. As referenced in the City Policy Manual.
- B. As referenced in FMLA documentation.

ARTICLE 14 - INJURY ON DUTY

14.1 Employees unable to work as a result of an injury incurred through reasonable employee acts while in actual performance of City assigned fire fighting, training or equipment testing duties shall be granted leaves of absence with pay. Employees must qualify for Workers' Compensation medical benefits to be eligible for such leave. This shall exclude:

- A. Injuries sustained where negligence or carelessness on the part of the injured employee was a significant contributing factor.

14.2 Such injury leave shall extend for a maximum of one year as provided in §7-33-4133, MCA, unless it is determined sooner by competent medical authority approved by the CITY that the employee can return to work and perform any duties for which the employee may be capable and qualified. At the discretion of the CITY, the

injured employee may be required to submit to a medical examination at any time by a physician selected by the CITY.

14.3 During such injury leave, the CITY shall pay the employee the amount over the Workers' Compensation insurance benefit he is eligible to receive, not to exceed his total regular salary for the period. Such injury leave shall not be charged against the employee's sick leave or vacation. The employee must apply for all benefits for which the employee is eligible as a result of public employment as soon as the employee is eligible. The CITY reserves the right to refuse injury leave if such application is not made.

14.4 An employee who is injured and is medically able and who fails to report within eight (8) hours, followed by a written report within twenty-four (24) hours, any injury to his supervisor, Assistant Chief or designee and to take such first aid or medical treatment as may be necessary under the circumstances, shall not be eligible for injury leave as outlined above.

ARTICLE 15 - LIGHT DUTY

15.1 Employees on workers' compensation wage loss benefits that have been released to light duty must inform their immediate supervisor, Assistant Chief or designee that he/she is able to report to work for light duty. If an employee fails to notify their immediate supervisor, the employee's workers' compensation benefits will be terminated and the employee will be subject to disciplinary action.

15.2 Employees on sick leave, other than I.O.D., who have been released to light duty, may request assignment to light duty. The Department will endeavor to identify productive light duty assignments for these requests. Priority for light duty assignments will be given for work related illnesses or injury. Job

duties/assignments for light duty will be consistent between I.O.D. and injury/sick off duty. If an employee chooses not to return to light duty, he/she will be entitled to use available sick leave in accordance with Article 13.

15.3 The light duty shift shall be a forty (40) hour week, Monday - Friday from 8 AM - 5 PM with one full hour off for lunch 12 PM - 1 PM, or as mutually agreed to by the affected employee and the Fire Chief.

ARTICLE 16 - HOLIDAYS

16.1 Employees shall be granted the following holidays according to State Law and other holidays which may hereafter be declared a State holiday by the appropriate authority.

- | | |
|------------------------|---|
| New Years Day | Labor Day |
| Martin Luther King Day | Veterans' Day |
| Presidents' Day | Thanksgiving, 4 th Thursday and Friday in November |
| Memorial Day | Christmas Day |
| Independence Day | General Election Day |

16.2 Holiday time shall be defined as compensatory time accrued by an employee for holidays at the rate of eight and one-half (8½) hours per holiday.

16.3 In the event a holiday falls on a Saturday, the proceeding Friday shall be observed. In the event a holiday falls on a Sunday, the following Monday shall be observed.

- 16.4 Compensatory time usage:
- A. Employee shall be granted usage of compensatory time in addition to their regular vacation schedule.
 - B. Employees shall be granted usage of compensatory time at times that the manning of shifts is above minimum staffing levels, except for situations of natural or man-made disasters, threats, or security issues.
 - 1. During times that manning of shifts allows an employee to use

compensatory time, that employee shall not be responsible to be available to return to work during the compensatory time the employee has been granted.

C. Employees shall have the right, at their sole discretion, to elect to receive payment for up one hundred sixty (160) hours per fiscal year of the accumulated compensatory time of the employee by requesting for payment of those hours in writing to the City.

1. The City shall make payment of compensatory time payment requests at the next regular pay period.
2. The maximum number of hours of compensatory time that can be accumulated shall be one hundred eighty (180) hours. Any additional compensatory time earned shall be paid in the pay period in which it is earned.
3. For those employees whose current balance is above 180 hours, their current balance is the maximum amount that can be accrued. Any additional compensatory time earned shall be paid in the pay period it is earned. Once their balance falls below their current level, no additional hours may be accumulated until their balance falls below 180 hours. At that point, 180 hours becomes their new maximum allowed to be accrued.

ARTICLE 17 - UNIFORM ALLOWANCE

17.1 Personnel required to wear a uniform other than the "work uniform" will be provided with the required uniform.

17.2 All protective gear shall be provided by the CITY.

17.3 Uniform articles damaged beyond repair during fire fighting operations shall be replaced by the CITY. Damage to said uniform articles shall be approved and

verified by the Battalion Chief prior to replacement.

ARTICLE 18 - SHIFT EXCHANGE

- 18.1 It shall be the policy of the Fire Department to authorize the trading of shifts or partial shifts. Shift trading shall be in compliance with departmental policy. All requests shall be properly filled out and forwarded through the chain of command.
- 18.2 Changes to trade day policies will be brought to and discussed by the Labor/Management Committee.

ARTICLE 19 - LEAVE OF ABSENCE

- 19.1 It is understood and agreed by the parties hereto that the CITY may grant leaves of absence to employees of up to six (6) months provided, however, that such employee shall not accrue any benefits, including, but not limited to, sick leave, vacation, and compensatory time. Employees must self-pay health coverage premiums while on an approved leave of absence. No leave of absence shall be granted for an employee to accept outside employment, except for training and community involvement. Existing seniority rights will be frozen during the terms of such absence. Said leave is to be granted under the terms and conditions set by the Fire Chief and City Manager.
- 19.2 If an eligible employee requests a leave of absence for one of the reasons identified in the Family and Medical Leave Act of 1993, the CITY will grant the request in compliance with the Act.

ARTICLE 20 - WORKING OUT OF CLASSIFICATION

- 20.1 Any member assigned the duties of a rank higher than his/her current rank shall be entitled to receive the higher pay of the acting position for actual hours worked. This

does not apply to the Article on Shift Trading (Article 18).

ARTICLE 21 - PROMOTIONAL TESTING

- 21.1 The UNION shall have a qualified representative of their choosing to observe all phases of promotional exams (if the representative chosen is a member of the Fire Department, he must be of rank equal to or above the rank being examined). The representative selected by the UNION shall not be compensated by the CITY.
- 21.2 The City will establish and maintain the Fire Department promotional policy in cooperation with a Promotion Policy Committee consisting of three (3) members appointed by the Union and two (2) members appointed by the Fire Chief. The Fire Chief will also be a member of the Committee. The Committee will be consulted in establishing and revising all policies relating to promotional procedures.
- The Committee will deliberate and make decisions by consensus.
- 21.3 The Committee will be consulted in establishing and revising all policies relating to promotional procedures. The Committee will deliberate and make decisions by consensus. The Committee will be responsible for developing the methodologies, determining the type of promotional exam and study materials for promotional testing. Management will develop the actual test content, based on the study material and type of exam.

ARTICLE 22 - VACATIONS

- 22.1 Vacation accumulation and usage will be in accordance with State law and department policy.
- 22.2 Straight departmental seniority (by platoon) shall prevail in selecting vacation times.

22.3 Vacation leave credits for those employees working forty-two (42) hours per week shall be in accordance with the following schedule:

<u>Years of Employment</u>	<u>Credited Hours/Month</u>
1 day through 10 years	10.6
10 years through 15 years	12.6
15 years through 20 years	14.7
20 years on	16.7

22.4 Annual vacation selection period shall begin no later than December 1, and conclude on December 31.

The City shall allow a maximum of two (2) members off on vacation leave for all shifts selected by the members during the annual vacation selection period, with the following exceptions:

- A. Before the vacation calendar is circulated, the Deputy Assistant Chief will notate any scheduled out-of-state training opportunities between January 1 through March 31 for the National Fire Academy. Employees are encouraged not to select vacation dates that fall on these designated training dates, unless absolutely necessary; however, one (1) vacation selection will be allowed during this period.

Once the vacation selection period ends December 31, the Deputy Assistant Chief will have first opportunity to select training dates during the period of January 1 through March 31 to accommodate training opportunities, including but not limited to the National Fire Academy. No additional vacation will be granted for the dates selected by the Deputy Assistant Chief during the period of January 1 through March 31.

Scheduled vacation shifts vacated by members shall be allowed re-scheduling following

the same procedure as in Section 22.2 of this Agreement.

Shifts not selected either during the annual vacation selection or by the Deputy Assistant Chief may be allowed to be scheduled by any member on a first-come-first-serve basis upon the approval of the City.

ARTICLE 23 - PERSONNEL REDUCTION

23.1 In the case of a personnel reduction, the employee with the least seniority shall be laid off first. No new employee shall be hired until all laid off employees who retain seniority rights have been given an opportunity to return to work.

23.2 Seniority means the rights secured by non-temporary, full time employees by length of continuous service with the Great Falls Fire Department. Seniority shall not be effective until a nine (9) month probationary period has been successfully completed, after which time seniority shall date back to the last date of hire.

23.3 Seniority shall be broken when an employee:

- a. voluntarily terminates;
- b. retires;
- c. is discharged;
- d. fails to report to work after layoff within thirty (30) calendar days.

ARTICLE 24 - NON-DISCRIMINATION

24.1 No employee shall be discharged except for justifiable cause.

ARTICLE 25 - JURISDICTIONAL DUTIES

25.1 UNION members shall not be required to perform any work that conflicts with the recognized jurisdiction of other unions that represent CITY employees.

25.2 No fire fighters shall strike, recognize a picket line of any labor organization or otherwise refuse to work or slowdown the performance of his work while in the course of his regular and official duties.

ARTICLE 26 - MEDICAL INSURANCE

26.1 The Employer agrees to provide non-occupational health and accident insurance coverage for each insurable regular employee and insurable dependents thereof immediately following the period of exclusion provided by the terms of the master policy.

A City health insurance contribution in the amount listed below will be added to the employee's gross pay. This portion of the employee's gross pay is hereinafter referred to as the "Contribution." As part of this collective bargaining agreement, employees are required to participate in the City's health insurance plan on either a pre-tax or post-tax basis.

If an employee elects to participate on a pre-tax basis, the employee shall authorize a payroll deduction from the employee's gross pay equal to the City's contribution. This deduction from the employee's gross pay will be paid into a fund maintained to provide health benefits for eligible employees.

If an employee elects to participate on a post-tax basis, the Contribution shall be taxable income to the employee and the employee shall authorize the payment of the Contribution value, after its deemed receipt, toward the employee's health insurance.

It is hereby acknowledged that both employee and employer retirement contributions will be required on this additional gross income, causing a decrease to the net income of the employee. It is also the intent of the employees and the City that the Contribution be excluded from the determination of the employee's "regular rate" of compensation as that phrase is defined under 29 U.S.C. § 207(e)(4). In the event that any subsequent law, court, arbitrator, or other lawful authority determines that the inclusion of the City's health insurance contribution in the employee's gross pay should be included in overtime compensation calculations, then the parties agree that there will be a corresponding adjustment to the affected hourly rate, pay or benefit to carry out the intent of this provision. The intent of such adjustment will be to result in the least net financial effect on both the employee and the employer.

City contribution amount included in base wages for retirement enhancement purposes shall be capped at the current contribution rate of \$783/month (Column A below).

Any additional premium charges after 7/1/10 and all increases in premiums through 6/30/13 will be shared with the City paying 90% (ninety percent) of the increase (Column B below) and the employee paying 10% (ten percent) of the increase.

Coverage	7/1/10		
	A	B	C
	City Contribution added to base	Additional City Contribution not in base	Employee Contribution
Employee	\$783	\$39	\$23
Ee & Child(ren)	\$783	\$39	\$80
Ee & Spouse	\$783	\$39	\$84
Family	\$783	\$39	\$110

- a. The City reserves the right to add to the benefit plan in effect prior to August 1, 1988, with no obligation to negotiate, and retains the right to delete or modify any or all the added benefits with no obligation to negotiate.

Effective 7/1/97, the City reserves the right to add to, delete from, or modify the benefit plan, with no obligation to negotiate, and retains the right to delete or modify any or all of the added benefits with no obligation to negotiate.

A member of the IAFF Local #8 will be invited to attend the Health Insurance Committee meetings as a non-voting member. The Union will notify the City of its official Health Insurance Committee representative.

- b. The City shall be at liberty to make an independent selection of the insurance carrier, including the option of partially or fully self-funding with no obligation to negotiate.

ARTICLE 27 - JURY DUTY

27.1 An employee who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the CITY. Juror fees shall be applied against the amount due the employee from the CITY.

27.2 An employee may elect to charge the juror time off as annual leave and not remit the juror fees to the CITY. Employees will be required to report back to work,

regardless of the time dismissed, if not on annual leave.

ARTICLE 28 - HEALTH/SAFETY

28.1 The CITY and UNION agree to jointly promote the safe and healthy working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner. To this end, the CITY shall appoint a Fire Safety Advisory Committee, consisting of not more than six (6) members, three (3) of which shall be appointed by and be representative of the UNION.

28.2 The Committee shall be responsible for advising the Fire Chief, City Manager, and City Safety/Accident Review Committee of reasonable safety rules and regulations involving the Fire Department.

28.3 The Fire Safety Advisory Committee may investigate matters relating to safety, including Employee and Supervisor Loss Control Reports, and file a written report to the Fire Chief, City Manager, the City's Safety/Accident Review Committee, and the Union. The report shall be the basis for recommending preventative measures.

28.4 The Fire Safety Advisory Committee may recommend changes or additions to improve protective clothing and equipment.

28.5 The Committee shall keep minutes of all Committee meetings and a written report shall be prepared for review at the next Committee meeting, with a copy submitted to the Fire Chief.

28.6 The sole forum for considering and resolving matters relating to this Article shall be through the Fire Safety Advisory Committee and the Safety/Accident Review Committee.

ARTICLE 29 - TOBACCO USE

29.1 Only those employees hired prior to 10/30/01 will be allowed to use tobacco on-duty in accordance with City policy and State law. Regardless of hire date,

employees can use tobacco off-duty at their own discretion.

ARTICLE 30 - SAVINGS CLAUSE

30.1 If any provision of this AGREEMENT or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this AGREEMENT shall remain in full force and effect.

30.2 If any Article or Section of this AGREEMENT or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by any court or other tribunal of competent jurisdiction, the remainder of the AGREEMENT and the addendum thereto shall not be affected thereby, and the parties to this AGREEMENT shall thereafter enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory substitute for such Article or Section.

30.3 Regarding the application the FLSA, parties will be bound by current federal regulations, Volume 29, C.F.R., parts 500 to 599 until revoked. Should such regulations be revoked, then and upon such revocation, those terms and conditions of this AGREEMENT affected thereby and restricted thereto, shall be renegotiated to comply with the FLSA and/or new regulations issued by the Labor Department.

ARTICLE 31 - SUPPLEMENTAL AGREEMENT

31.1 During the term of this AGREEMENT and any extensions hereof, no collective bargaining shall be had upon any matter covered by this AGREEMENT or upon any matter which has been raised and disposed of during the course of the collective bargaining which resulted in the consummation of this AGREEMENT.

This clause shall not be construed to limit, impair or act as a waiver of the UNION'S

or CITY'S right to bargain collectively on changes contemplated or effected by the CITY which may affect the basic terms and conditions herein set forth.

- 31.2 The CITY and UNION acknowledge that during the negotiations which resulted in this AGREEMENT, each had unlimited right and opportunity to make demands and proposals with respect to subject or matters not removed by law from the area of collective bargaining regarding the employees covered by this AGREEMENT.

ARTICLE 32 - MEAL ALLOWANCE

- 32.1 In the event an employee is required to work more than two (2) hours overtime following a regular shift and for each additional five (5) hours of overtime, he shall be provided a hot meal by the City and given a reasonable amount of time to eat.
- 32.2 Monetary amounts will be as follows, if a meal is not provided by the City:

Morning meal limited to \$ 7.00
Noon meal limited to \$ 7.00
Evening meal limited to \$14.00

ARTICLE 33 - DATA ACCESS

- 33.1 Employer recognizes the necessity for the Local #8 to have possession of information to maintain the current agreement and prepare for negotiations. Upon request of Local #8, employer agrees to furnish all data requested, which falls under the public information act.

ARTICLE 34 – LABOR MANAGEMENT COMMITTEE

- 34.1 To enhance communications between Labor and Management there shall be a labor-management committee consisting of no less than four (4) UNION representatives and four (4) CITY representatives. The Committee shall meet at least quarterly.

ARTICLE 35 – LINE OF DUTY DEATH BENEFIT

35.1 If an employee is “killed in the line of duty”, the City agrees to pay the health insurance premium for dependants who are on the plan at the time of his/her death for twelve (12) months. The determination as to whether or not an employee was “killed in the line of duty” will be made by the City’s workers’ compensation carrier.

ARTICLE 36 – RESIDENCY

36.1 As a condition of employment, all firefighters hired after September 21, 1999, shall be required to maintain their primary residence within a maximum of thirty (30) minutes of Fire Station 1, located at 105 9th Street South, Great Falls, Montana. The Fire Chief or his designee will determine residency compliance utilizing Google Map internet mapping software. In the event this software program becomes obsolete, Management reserves the right to utilize alternate mapping software of its choice after conferring with the Union. New employees shall be required to comply with residency requirement within one hundred and eighty (180) days of employment with the City of Great Falls.

ARTICLE 37 - TERM OF AGREEMENT

37.1 This AGREEMENT shall be effective as of the first day of July, 2010 and shall remain in full force and effect through the thirtieth day of June, 2013. This AGREEMENT shall be subject to such change or modification as may be mutually agreed upon by the parties hereto.

37.2 If either party wishes to open any part of this AGREEMENT, written notice must be mailed prior to sixty (60) days of the expiration date of this contract. Failure to give sixty (60) days with notice of intent to open, this AGREEMENT will then remain in

force for one (1) year from expiration date.

EXECUTED at Great Falls, Montana, this ____ day of _____, 2010.

CITY OF GREAT FALLS, MONTANA

ATTEST:

Lisa Kunz, City Clerk

City Manager

(SEAL OF CITY)

REVIEWED FOR LEGAL CONTENT:
City Attorney

LOCAL #8
INTERNATIONAL ASSOCIATION
FIRE FIGHTERS AFL-CIOCLC

ATTEST:

President

Secretary-Treasurer

Vice-President

ADDENDUM 1

SCHEDULE A

Employees shall be paid according to the following pay schedule (monthly):

The City proposes to change the pay period from semi-monthly to bi-weekly, if every other unit agrees to the change.

Ranks	Rank % X's FF	7/1/10 (1.5% *plus 2.13% market adjustment)	7/1/11 (2%)	7/1/12 (2%)
Probationary Fire Fighter	FF X's .95	\$3,254	\$3,319	\$3,385
Fire Fighter (After 6 mos.)*		\$3,425	\$3,493	\$3,563
Fire Fighter First Class	15%	\$3,939	\$4,017	\$4,098
Engineer	20%	\$4,110	\$4,192	\$4,276
Captain	34%	\$4,589	\$4,681	\$4,775
Battalion Chief	53%	\$5,240	\$5,345	\$5,452

*Initial probationary employees are excluded from the bargaining unit per Section 2.1 of the Agreement. Although excluded from representation, it is agreed that after six months of employment, employees will receive 100% of the base salary of a fire fighter. Employees will not receive an additional increase in base wages upon the successful completion of their probationary period.

*Beginning 7/1/08, EMT-Basic Certification of 2% was added to the Fire Fighter base wage.

CERTIFICATION PAY:

Paramedic certification pay:

1. Fire Fighter Base X's 4.5%
Criteria: 1st increase effective upon the Department Administration receiving proof of Paramedic certification
2. Fire Fighter Base X's 7%
Criteria: Additional 2.5% effective upon the Department Administration receiving proof of successfully completing proctoring requirements (Practicing Paramedic)

The number of Paramedics: maximum of 20, increasing at management's discretion.

Inspector:

An employee assigned to the Inspector position shall receive a special pay in the amount of \$100/mo.

Engineer:

Engineer requires five (5) years in rank as Fire Fighter 1/C. In addition to the above pay schedule, employees shall be compensated as follows:

LONGEVITY:

\$15.50 per month per year of service.



Item: Agreement with U.S. Customs and Border Protection and City of Great Falls allowing U.S. Customs and Border Protection (CBP) to use the Great Falls Fire Rescue Training Facility

From: Randall E. McCamley, Fire Chief

Initiated By: Dirk M. Johnson, Deputy Asst. Chief

Presented By: Randall E. McCamley, Fire Chief

Action Requested: Authorize the City Manager to sign the Cooperative Agreement with CBP

Suggested Motion:

1. Commissioner moves:

“I move the City Commission (authorize/not authorize) the City Manager to sign the Cooperative Agreement with the CBP to allow them to use the City Fire Training Facility.”

2. Mayor calls for a second, discussion, and calls for the vote.

Staff Recommendation: Staff recommends the City Commissioners authorize the City manager to sign the cooperative agreement with CBP to use the GFFR training facility. There is little if any impact to the City resulting from the use of this facility by CBP. As a federal entity they bear the full responsibility for insurance and liability during training operations. The contract clearly states this fact by indemnifying the City. Also, according to the agreement the scope of work is limited to quick repelling when the CBP helicopter is unavailable due to repairs or other conditions.

Background:

Significant Impacts: This agreement allows the staff from CBP stationed at the Airport to use the City of Great Falls Fire Training Facility to repel from the 5 story tower. This agreement determines the conditions and terms of the use of this facility.

Citizen Participation: The CBP is federally funded paramilitary operation who protects the U.S. Borders in the War on Terrorism. There is no civilian involvement.

Workload Impacts: Deputy Asst. Chief Dirk Johnson has been working with CBP on this project. Once the agreement is signed the work will be to coordinate the use of the facility.

Purpose: This is a cooperative agreement that will help maintain the skills needed to defend our borders. On several occasions the CBP helicopter has been requested to provide air support to the City at no charge.

Project Work Scope: There have been some minor alterations of the training tower to provide a secure anchor point. This work shall be paid for by CBP and accomplished by local contractors. CBP will schedule the use of the facility with Deputy Asst. Chief Johnson.

Conclusion: Since the arrival of the CBP, they have been very cooperative and have provided help when asked. This small endeavor demonstrates that excellent rapport and working relationships that have developed over the years. There is little to no impact to the City or to current or future training operations being conducted at the training center.

Concurrences: Reviewed and approved by the City Attorney James Santoro

Fiscal Impact: None

Alternatives: Deny the cooperative agreement

Attachments/Exhibits: Copy of Agreement



Item: Ordinance 3050 amending Title 13 of the Official Code of the City of Great Falls.

From: Public Works Department

Initiated By: United States Environmental Protection Agency

Presented By: Jim Rearden, Public Works Director

Action Requested: Adopt Ordinance 3050

Suggested Motion:

1. Commissioner moves:

“I move the City Commission (adopt/deny) Ordinance 3050.”

2. Mayor calls for a second, discussion, inquiries from the public, and calls for the vote.

Staff Recommendation: Adopt updated sewer ordinance

Background:

- The sewer ordinance has not been updated since 1985.
- In the ensuing 25 years, the Environmental Protection Agency (EPA) has made numerous updates and changes to the Code of Federal Regulations which affects the City sewer ordinance.
- An audit of the Industrial Pretreatment Program in 2008 by the Environmental Protection Agency requires the City to update its sewer ordinance to align and comply with updates and changes to the Code of Federal Regulations.
- As recommended by the EPA, the pretreatment section of the ordinance has been consolidated into one chapter.
- A section on trucked and hauled waste has been added to gain better control of septage hauler discharges.
- On recommendation of the City’s contractor, Clean Water Act Consulting Services LLC and with concurrence of the EPA, the City has removed the upper limit of 9.0 for pH. Removal of the upper pH limit provides some economic relief to industries whose effluent has a pH higher than 9.0. This will have a positive effect on the operation of the Wastewater Treatment Plant.

- The numerical limit for oil and grease in wastewater has been eliminated. Enforcement of a numerical limit has been problematic and some industries cannot meet the numerical limit without potentially making significant capital improvements. The numerical limit is somewhat arbitrary and cannot be correlated to blockages in the sewer system. In place of a numerical limit the ordinance allows for the use of Best Management Practices to control oil and grease in the sewer system.

The Environmental Protection Agency (EPA) has approved ordinance 3050. The EPA published a Public Notice in the Great Falls Tribune on May 21, 2010 requesting public comment. No comments were received during the 30 day comment period. The EPA gave the City final approval on July 1, 2010.

Concurrences:

- Clean Water Act Consulting Services LLC. Pine, Colorado. Project Consultant.
- Developed in conjunction with Environmental Protection Agency Region 8 Staff.
- Reviewed and approved by the City Legal Staff and the City Clerk.

Fiscal Impact:

Revenue may increase due to higher controls on waste haulers, while waste haulers will have some increased expenses to comply with the new Ordinance. Industries which are required to adjust their pH to keep it below 9.0 will no longer have to do so and will see a decrease in operating expenses.

Alternatives:

The City Commission could vote to deny Ordinance 3050.

Attachments/Exhibits:

Updated Sewer Ordinance

ORDINANCE 3050

**AN ORDINANCE AMENDING TITLE 13 OF THE
OFFICIAL CODE OF THE CITY OF GREAT FALLS**

WHEREAS, the Environmental Protection Agency conducted a Pretreatment Audit of the Industrial Pretreatment Program administered by the City of Great Falls; and

WHEREAS, as a result of said audit, the Environmental Protection Agency required the City of Great Falls to update the pretreatment legal authority found in Title 13 of the Official Code of the City of Great Falls.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF GREAT FALLS, MONTANA:

- Section 1. That Chapters 2 and 12 of Title 13 of the Official Code of the City of Great Falls are hereby amended as depicted in Exhibit "A" attached hereto, which removes any language indicated by a strike-out and adds language which is bolded;
- Section 2. That Chapters 14, 20 and 22 of Title 13 of the Official Code of the City of Great Falls are hereby deleted as depicted in Exhibit "B;"
- Section 3. All parts of Ordinances in conflict herewith are hereby repealed; and
- Section 4. This ordinance shall be in full force and effect thirty (30) days after second reading and final adoption by the City Commission.

APPROVED by the City Commission on first reading March 16, 2010.

PASSED, APPROVED AND ADOPTED by the City Commission of the City of Great Falls, Montana, on second reading August 3, 2010.

Michael J. Winters, Mayor

ATTEST:

Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

James W. Santoro, City Attorney

State of Montana)
County of Cascade : ss
City of Great Falls)

I, Lisa Kunz, City Clerk of the City of Great Falls, Montana, do hereby certify that I did post, as required by law and as prescribed and directed by the City Commission, Ordinance 3050 in three places within the limits of said City to-wit:

On the Bulletin Board, first floor, Civic Center Building;
On the Bulletin Board, first floor, Cascade County Court House;
On the Bulletin Board, Great Falls Public Library

(Seal of the City)

Lisa Kunz, City Clerk

Chapter 2
GENERAL PROVISIONS – WATER, SEWER AND STORM DRAINAGE

Sections:

13.2.010	Title
13.2.020	Applicability of code
13.2.030	Purpose
13.2.040	Sewer--Definitions
13.2.0450	Rates--general
13.02.0560	Rates--complaint--procedure
13.2.0670	Billings--payments
13.2.0780	Service area
13.2.07590	Annexation requirements
13.2.080100	Private water or sewer systems
13.2.110	Sewer--required when--authority--failure deemed misdemeanor
13.2.120	Depositing excrement
13.2.130	Septic tanks and cesspools
13.2.140	Installation of toilets required when
13.2.150	Private wastewater disposal—connection
13.2.160	Discharging wastewater into natural outlet
13.2.170	Discharging stormwaters and groundwaters into sanitary sewers
13.2.180	Stormwater to be discharged into designated sewers
13.2.0190	Destruction or vandalism to utility facilities
13.2.4200	Usage--violation--charge
13.2.4210	Right of entry
13.2.4220	Violation--penalty
13.2.4230	Enforcement of rules and regulations

13.2.010 Title

This Chapter shall be known as the Great Falls Water, Sewer and Storm Drainage Code, may be cited as such, and will be referred to in this Chapter as "this Code." (Ord. 3050, 2010; Ord. 2645, 1993).

13.2.020 Applicability of code

The rules and regulations of the City set out in Title 13 are made a part of the contract with every individual, firm or corporation who takes water or connects to the City water/sewer system, and every such individual, firm or corporation agrees, in making an application for water, sewer or storm drainage to be bound thereby.

In all cases wherein by the rules set out in this Chapter any discretion is vested in City personnel, such discretion shall be subject to the control of the Great Falls City Commission. (Ord. 3050, 2010; Ord. 2645, 1993; Ord. 2529 (part), 1989 § 13.28.010 and 13.28.020; Ord. 2386 Exh. A (part), 1985 § 13.20.360; Ord. 2356 Exh. B (part), 1984 § 13.08.010, 13.08.270, 13.08.350).

13.2.030 Purpose

The purpose of Title 13 is to provide standards to safeguard life, health, property and public welfare of the inhabitants of the City and for the purpose of controlling the use of the water, sewer and storm drain systems by regulating and managing the design, quality of materials, construction, location and maintenance; to charge and collect service fees upon all lots, lands, property and premises served or benefited by the said systems. The purpose of the rates and charges shall be to generate sufficient revenue to pay all costs for the operation and maintenance, administration and routine functions of the existing and such future facilities as may be established within, or without the service area. The water, sewer and storm drain systems and facilities consist of all pipelines, conduits, manholes, clean outs, water/sewer mains, storm drains, intercepting sewers, outfall sewers, lift stations, pumps, structures, mechanical equipment and facilities for the treatment and or disposal of water and sewage by products. (Ord. 2645, 1993; Ord. 2529 [part], 1989, prior code § 13.24.010, 13.28.010; Ord. 2386, Exh. A (part), 1985, prior code § 13.20.010, 13.20.350, 13.20.540).

13.2.040 Sewer—Definitions

Unless the context specifically indicates otherwise, the meaning of terms used in Chapters 13.2 through 13.24 shall be as follows:

"Building drain" means that part of the lowest piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning two (2) feet (.6 meters) outside the building wall.

"Building sewer" is part of the horizontal piping of a drainage system which extends from the end of the building drain and which receives the discharge of the building drain and conveys it to a public sewer, private sewer, individual sewage disposal system or other point of disposal.

"City" means the City of Great Falls.

"Combined sewer" means a sewer intended to receive both wastewater and storm or surface water.

"Director" means the Director of Public Works, City of Great Falls or their duly authorized representative.

"Easement" means an acquired legal right for the specific use of land owned by others.

"Garbage" means the animal and vegetable waste resulting from the handling, preparation, cooking, and serving of foods.

"May" is permissive.

"Motel and Hotel" means a building or group of buildings on the same premises either detached or in connected rows; containing sleeping or dwelling units, and designed for, or occupied with an ordinary rental period not exceeding two weeks.

"Multi-unit dwelling" means a building containing a unit or combination of units with individual bath and kitchen facilities. This definition includes apartments, condominiums, townhouses, and duplexes, triplexes, etc. A seasonal multi-unit dwelling is an individual unit of a multi-unit dwelling which is occupied on an intermittent basis and is not utilized as a primary residence.

"Natural outlet" means any outlet, including storm sewers and combined sewer overflows, into a watercourse, pond, ditch, lake, or other body of surface or groundwater.

"Person" means any individual, partnership, co-partnership, firm, company, association, society, corporation, joint stock company, trust, estate, governmental entity or any other legal entity, or their legal representatives, agents or assigns. This definition includes all federal, state and local government entities.

"Properly shredded garbage" means the wastes from the preparation, cooking, and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch (1.27 centimeters) in any dimension.

"Publicly Owned Treatment Works" or "POTW" means a treatment works as defined by Section 212 of the Act (33 U.S.C. 1292), which is owned in this instance by the City. This definition includes any sewers that convey wastewater to the POTW treatment plant, but does not include pipes, sewers or other conveyances not connected to a facility providing treatment. For the purposes of this Chapter, "POTW" shall also include any sewers that convey wastewaters to the POTW from persons outside the City who are by contract or agreement with the City, users of the City's POTW.

"Residential building" means and includes only the following types of buildings and structures: single-family residential, duplexes, triplexes, apartment houses, motels, hotels, trailer courts, and multi-unit dwellings.

"Sanitary sewer" means a sewer which carries liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions and to which ground, storm and surface waters are not intentionally admitted. This definition shall also include, but not be limited to the terms "public sewer," "sewer system," "sewer," and "collection line."

"Service connection" is the point at which the building sewer connects to the public sewer.

"Severe property damage" means any substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources. Severe property damage does not mean economic loss caused by delays in production.

"Sewage" is water-carried human wastes or a combination of the water-carried wastes from residences, commercial buildings, industrial plants, and institutions, together with such ground, storm, and surface waters as may be present.

"Sewage treatment plant" means any arrangement of devices and structures used for treating sewage.

"Sewer" means any pipe, conduit, ditch, or other device used to collect and transport sewage, wastewater or stormwater from the generating sources.

"Sewer user" is any individual, firm, company, association, society, corporation, or group who has connected to the sewer system.

"Shall" is mandatory. (See "May").

"Single-family residence" means a building designed for and used exclusively for residence purposes by one family. This definition shall include a single mobile home not located in a mobile home court.

"Storm drain" (sometimes termed "storm sewer") means a drain or sewer for conveying stormwater, groundwater, subsurface water, or unpolluted water from any source.

"Stormwater" means any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation and resulting from such precipitation, including snowmelt.

"Trailer court or mobile home park" means any area or site or land upon which two or more trailers are placed and maintained for dwelling purposes, either on a permanent or semi-permanent basis.

"Unpolluted water" is water of a quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards and would not be benefitted by discharge to the sanitary sewers and wastewater treatment facilities provided.

"Wastewater" means industrial wastes and/or sewage or any other waste including that which may be combined with any groundwater, surface water, and stormwater, that may be discharged to the POTW.

"Wastewater facilities" means the structures, equipment, and processes required to collect, convey and treat wastewater and dispose of the effluent and sludge.

"Wastewater treatment works" means an arrangement of devices and structures treating wastewater and sludge. It is sometimes used synonymously with "waste treatment plant" or "wastewater treatment plant" or "water pollution control plant" or "POTW".

"Watercourse" means a natural or artificial channel for the passage of water either continuously or intermittently.

Any other term not herein defined shall be defined as presented in the "Glossary -- Water and Sewage Control Engineering," A.P.H.A., A.S.C.E. and W.P.C.F., latest edition. (Ord. 3050, 2010; Ord. 2645, 1993; Ord. 2601, 1991, §13.20.011; Ord. 2551 §§ 2, 3, 1989; Ord. 2532 §3, 1989; Ord. 2531 §§1, 2, 1989, Ord. 2386 Exh. A (part), 1985).

13.2.0450 Rates -- general

All rates or fees for use of the utility systems or for permits, licenses, connections or inspections shall be defined by resolution and approved by the City Commission. The City reserves the right to develop and implement separate rate

schedules for classes of users not specified elsewhere in this title. (**Ord. 3050, 2010**; Ord 2645, 1993 (part); Ord. 2532 §2, 1989, prior code § 13.20.481).

13.2.0560 Rates--complaint--procedure

The rates, charges and rentals specified in Title 13 shall be deemed prima facie fair, reasonable, and equitable. In any case where any contention is made that the rates are unfair, inequitable or unreasonable, the party objecting thereto shall apply to the City, stating the facts and grounds of complaint, and the City shall investigate and report with recommendations to the City Commission. (**Ord. 3050, 2010**; Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, prior code §13.20.530 (part)).

13.2.0670 Billings--payments

Billings for utility services will be made monthly. Payments shall be made at the Fiscal Services Department within ten days after the billing date. If not paid before the fifteenth day after the billing date, the right is reserved to discontinue the service after a reasonable written notice. (**Ord. 3050, 2010**; Ord. 2645, 1993; Ord. 2356 Exh. B (part), 1984, §13.08.260 (part)).

13.2.0780 Service Area

The utility system service area shall be:

- A. Inclusive of all premises annexed to the City and bounded by the incorporated City limits, as such limits may be adjusted by the City Commission; and
- B. Restricted to those premises abutting a public right-of-way or easement and directly adjacent to a sanitary sewer or water main location therein. The sole exception thereto shall be those buildings and service lines in place and legally existing prior to the adoption of the ordinance codified in this section. (Ord. 2645, 1993; Ord. 2529 (part), 1989), §13.24.040 (part); Ord. 2386 Exh. A (part), 1985, prior code §13.20.160 (part); Ord. 2356 Exh. B (part), 1984, prior code §13.08.020 (part)).
- C. Notwithstanding the limitations of the service area described in paragraph A and B, the City Commission may extend the service area beyond the City limits where there are uniquely exceptional circumstances that are not conducive to immediate annexation; and, where the City utility system has the capacity to serve such extension; and, where appropriate, the party requesting services provides an engineering analysis demonstrating the feasibility of the extension. Such an extension of utility services shall be by written contract and contain the following conditions:
 1. All parties must execute written consent of annexation forms, as a condition precedent to the extension of requested services. The consent forms shall be made a part of the contract for use whenever the City initiates such annexation of the extended service area; and,
 2. All parties must agree to be bound by all the rules and regulations of the City's utility system and all Federal and State requirements related thereto; and,
 3. All parties must agree to pay such other fees for service and/or fees in lieu of taxes, as deemed necessary and appropriate by the City; and,
 4. All parties must agree to restrictions on future subdivision of the property or expanded development of property that increases demand for City services; and,
 5. All parties must agree on rezoning of property and compliance with zoning regulations applicable to rezoning designation; and,
 6. All parties must agree on compliance with City building and fire codes, plan approval, payment of fees, and submission to inspection of improvements where permissible under state statutes; and,
 7. All parties must agree on financial responsibility, including consent to and waiver of protest for creation of special improvement districts, for the installation, construction and reconstruction of infrastructure to City standards, including, but not limited to, water mains and hydrants, sewer mains and lift stations, storm water facilities, streets, curbs and gutters, and sidewalks; and,

8. All parties must agree on compliance with any City Code applicable to any service provided by the City; and,
9. All parties must agree on plan approval, construction oversight, final acceptance, easements, and ownership by City of infrastructure installed for the City service being provided; and,
10. All parties must agree on legal and physical access provided to the property being served; and,
11. All parties must agree to upgrade and transfer public utility systems and appropriate utility easements to the City; and,
12. All parties agree such an extension of utility services shall be constructed in accordance with the design and specifications approved by the City Engineer; and,
13. All parties agree the cost of such an extension of utility services shall be borne by the owners of the property to be served; and,
14. Upon annexation, all parties agree that Title 17, OCCGF, Land Development Code requirements must be met inclusive of signage, parking, landscaping, lighting; and,
15. All parties must agree to utilize the City's Fire Department for fire protection services. The Fire Marshall will be required to review and approve area site plans to ensure sufficient access and other fire department considerations; and,
16. All parties must agree that all right-of-way, easement, or land dedication necessary for construction, installation and maintenance of the extension of utility service shall be obtained by the requesting party at the expense of the requesting party.

The contract for extension of the service area must be in legal form, as approved by the City Attorney; run with the land; be signed by owners of the land area to be considered for inclusion in the water or sewer service area; and be recorded with the County Clerk and Recorder of Cascade County. (**Ord. 3050, 2010**; Ord. 2972, 2007; Ord. 2749, 1999)

13.2.07590 Annexation requirements

Property owners of parcels located outside the City limits receiving City water and/or sewer service must consent to annexation into the City of such parcels as a condition of continuation of City water and/or sewer service. Failure of the property owners to consent to such annexation into the City will result termination of water and/or sewer services to such parcels located outside the City limits. (**Ord. 3050, 2010**; Ord. 2930, 2006)

13.2.080100 Private water or sewer systems

There shall be no physical connection between any private water supply system and the Great Falls municipal water system on any premises served by the Great Falls municipal water system. Private sewage disposal systems will not be installed within the municipality of Great Falls. (**Ord. 3050, 2010**; Ord. 2645, 1993; Ord. 2356 Exh. B (part), 1984, §13.04.120).

13.2.110 Sewer--required when--authority--failure deemed misdemeanor

- A. **The City Commission or the Director of Public Works shall have the power to order the owner or owners or agent of any owner or owners of any house upon any street or part of a street in the City to make a connection with the sewer, and it shall hereafter be the duty of every owner or agent of owner of any house situated upon any lot upon the line of any sewer in the City, after being ordered to do so as aforesaid, and notice thereof given, to make connections with the sewer nearest to such house. When any such connection has been so ordered, it shall be the duty of the person or body issuing the order, or the duty of the Chief of Police upon the request of any of the foregoing to give notice of such order to the owner or owners of such house or to his or their agent or agents.**
- B. **If any owner or owners or agent of any owner or owners of such houses fails to make such sewer connections within thirty days after having received such notice, the owner(s), shall be deemed guilty of maintaining and fostering a nuisance; and after being notified of such order for the second time, and a failure to make such connection for ten days, such person or persons to whom such notice has been given, as aforesaid, shall be deemed guilty of a separate violation of this Chapter for each twenty-four**

hours such failure continues to exist. (Ord. 3050, 2010; Ord. 2645, 1993; Ord. 2334, Exh. B (part), 1984, §13.16.010).

13.2.120 Depositing excrement

It is unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the City or in any area under the jurisdiction of the City, any human or animal excrement, garbage, or objectionable waste. (Ord. 3050, 2010; Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, §13.20.020).

13.2.130 Septic tanks and cesspools

Except as provided in Section 13.12.090, it is unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of wastewater. (Ord. 3050, 2010; Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, §13.20.040).

13.2.140 Installation of toilets required when

The owner(s) of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes, situated within the City and abutting on any street, alley, or right-of-way in which there is now located or may in the future be located a public sanitary or combined sewer of the City, is required at the owner's(s') expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this Chapter, within ninety days after the date of an official notice to do so, provided the City determines that a service line can reasonably be connected to the public sewer. (Ord. 3050, 2010; Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, §13.20.050).

13.2.150 Private wastewater disposal--connection

Where a public sanitary or combined sewer is not available under the provisions of Section 13.12.060, the building sewer shall be connected to a private wastewater disposal system complying with the regulations of the City-County Board of Health. (Ord. 3050, 2010; Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, §13.20.150).

13.2.160 Discharging wastewater into natural outlet

It is unlawful to discharge into any natural outlet within the City, or in any area under the jurisdiction of the City, any wastewater or other polluted waters without first obtaining approval from the City and obtaining a discharge permit issued by the State of Montana. (Ord. 3050, 2010; Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, §13.20.030).

13.2.170 Discharging stormwaters and groundwaters into sanitary sewers

No person(s) shall discharge or cause to be discharged any unpolluted waters such as storm water, surface water, ground water, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters into any sanitary sewer. (Ord. 3050, 2010; Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, §13.20.060).

13.2.180 Stormwater to be discharged into designated sewers

Storm water and all other unpolluted drainage shall be discharged to sewers that are specifically designated as storm sewers or to a natural outlet approved by the City, provided all applicable State of Montana Department of Environmental Quality and Environmental Protection Agency regulatory requirements are satisfied. (Ord. 3050, 2010; Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, §13.20.070).

13.2.0190 Destruction or vandalism to utility facilities

No person(s) shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance or equipment which is a part of the Utility facilities of the Public Works Department. Any person(s) violating this provision shall be guilty of a misdemeanor.

It is an offense punishable pursuant to the general penalty provided in Chapter 1.4.070 of this Code for any person to do any of the following acts:

- A. To open, close, turn or interfere with, or attach to, or connect to a fire hydrant, stop valve or stop cock belonging to the Utility Division, without proper permit;
- B. To throw any deleterious matter into the river within three thousand feet of the inlet pipes to the water treatment plant pumping works;

- C. To bathe in the river within five hundred feet of the inlet pipes to the water treatment plant pumping works;
- D. For any person to fill any tank or container having a capacity of more than five gallons and used for the transportation of chemical or solutions of chemicals of any kind whatsoever with water obtained directly from any water source connected with the City water system including, but not limited to, public, private, or domestic standpipes, hydrants, taps, pipes, or hoses, unless the same have been equipped with a backflow preventive device approved and inspected by the City. The foregoing shall not prohibit any person from filling such containers with water obtained indirectly from the City water system by means of a second or intermediate container, or at water sources in the City specifically designated and approved by the City for the filling of containers used for the transportation of chemicals or solutions of chemicals. (**Ord. 3050, 2010**; Ord. 2645, 1993; Ord. 2386, Exh. A (part), 1985, §13.20.310 (part); Ord. 2356 Exh. B (part), 1984, §13.08.340 (part)).

13.2.4200 Usage rates--violation--charge

The rates will cover the use of the utility systems in accordance with this Chapter. Overtime will be charged for work done other than during normal working hours. If a consumer uses the utilities for purposes other than those he/she is paying for, it is a violation of his/her contract, and the consumer offending, after reasonable notice, may have the water shut off and service discontinued until such time as the additional service furnished has been paid for, together with the actual additional expense incurred in shutting off and turning on the water. (**Ord. 3050, 2010**; Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, §13.20.410).

13.2.4210 Right of entry

City employees bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing pertinent to water quality or discharge into the community system or repair and maintenance of any portion of the utility system/facilities in accordance with the provisions of this Chapter. Where the property entered is an easement, all work shall be done in accordance with the terms of the easement agreement. **Additional right of entry provisions applicable to the Industrial Pretreatment Program may be found at Title 13, Chapter 12.** (**Ord. 3050, 2010**; Ord. 2645, 1993; Ord. 2386, Exh. B (part), 1985, § 13.20.320, 13.20.330, 13.20.340 (part); Ord. 2356 Exh. B (part), 1984, § 13.08.110, 13.08.120 (part)).

13.2.4220 Violation--penalty

Except as otherwise provided for in Title 13, Chapter 12, a violation of any of the terms of Title 13 is a misdemeanor and is punishable pursuant to the general penalty provided by this Code. In addition to the foregoing penalty, upon receiving notification from an authorized official of a violation of any part of Title 13, the ~~Public Works~~ Director shall immediately cause the municipal water supply to be shut off from the premises where such violation is found. The municipal water service shall not be restored until such violation is corrected and has been duly inspected by the authorized official. (**Ord. 3050, 2010**; Ord. 2645, 1993; Ord. 2356 Exh. B (part), 1984, §13.04.130).

13.2.4230 Enforcement of rules and regulations

It shall be the duty of the Police and Fire Departments of the City to give vigilant aid to the City in the enforcement of its rules and regulations, and to this end they shall report to the office of the City Manager all violations thereof which come to their knowledge. See Section 13.06.040. (**Ord. 3050, 2010**; Ord. 2645, 1993; Ord. 2356 Exh. B (part), 1984, § 13.08.370).

Chapter 12
SEWER GENERAL RULES AND REGULATIONS
INDUSTRIAL PRETREATMENT PROGRAM

Sections:

13.12.010	Sewer objectives
13.12.010	General provisions
13.12.020	Sewer definitions
13.12.020	Definitions and Abbreviations
13.12.030	Sewer required when authority failure deemed misdemeanor
13.12.030	Prohibited Discharges and Limitations
13.12.040	Depositing excrement
13.12.040	Pretreatment and Monitoring Facilities
13.12.050	Septic tanks and cesspools
13.12.050	Industrial Discharge Permits
13.12.060	Installation of toilets required when
13.12.060	Promulgation of New Pretreatment Standards
13.12.070	Private wastewater disposal connection
13.12.070	Sample Collection and Analytical Methods
13.12.080	Grease, oil and sand interceptors
13.12.080	Reporting Requirements
13.12.090	Industrial wastewater monitoring facility requirements
13.12.090	Sector Control Programs
13.12.100	Requirement for pretreatment facilities
13.12.100	Compliance and Enforcement
13.12.110	Maintenance of pretreatment facilities
13.12.110	Affirmative Defenses of Discharge Violations
13.12.120	Wastewater analysis standards
13.12.120	Program Cost Recovery
13.12.130	Special agreements and requirements

13.12.010 Sewer objectives General Provisions**A. Purpose and Policy**

This Chapter sets forth uniform requirements for discharges from all industrial users into Publicly Owned Treatment Works (POTW) and to any persons outside the City who are, by permit, contract or agreement with Great Falls, users of the City POTW and enables the City to comply with applicable state and federal laws including the Clean Water Act (33 United States Code (U.S.C.) Section 1261 et seq.) and the General Pretreatment Regulations (40 CFR Part 403). This Chapter shall apply to the industrial users within the City of Great Falls and to any persons outside the City who are, by contract or agreement with Great Falls, users of the Great Falls wastewater treatment system. No industrial user shall discharge wastewater to the POTW unless done so in compliance with the provisions of this Chapter.

B. The objectives of ~~this~~ Chapters ~~13.12 through 13.24~~ are:

- A-1.** To prevent the introduction of pollutants into the ~~City wastewater system~~ **Publicly Owned Treatment Works (POTW)** which will interfere with the ~~normal~~ operation of the ~~system or~~ **contaminate the resulting sludge POTW including interference with the use or disposal of municipal sludge;**
- B-2.** To prevent the introduction of pollutants into the ~~City wastewater system~~ **POTW** which ~~do not~~ **receive adequate treatment in the POTW, and which will pass through the system into receiving waters treatment works or the atmosphere or otherwise be incompatible with the system POTW;**
- C-3.** To improve the opportunity to recycle and reclaim wastewater and sludge from the system. These chapters provide for the regulation of discharges into the City wastewater system through the

enforcement of administrative regulations. (**Ord. 3050, 2010**; Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, § 13.20.010 (part)).

4. **To provide for equitable distribution of cost among the users of the POTW;**
5. **To provide for and promote the general health, safety and welfare of the citizens residing within the City and connecting jurisdictions;**
6. **To enable the City to comply with its Montana Pollutant Discharge Elimination System (MPDES) permit conditions, sewage sludge use and disposal requirements, and any other applicable federal or state laws or regulations to which the POTW is subject; and**
7. **To prevent adverse impacts to worker health and safety due to the discharge of pollutants from industrial users.**

C. Regulation of Industrial Users from Outside Jurisdictions

1. **In order for the City to effectively implement and enforce Pretreatment Standards and Requirements for all industrial users discharging to the POTW and as required by 40 CFR Section 403.8(f), the City shall enter into Intergovernmental Agreements (IGA) with contributing jurisdictions. Prior agreements shall be unaffected by these requirements until such time as the City determines that modifications are necessary.**
2. **Prior to entering into an IGA, the City shall be provided the following information from the contributing jurisdiction:**
 - a. **A description of the quality and volume of wastewater discharged to the POTW by the contributing jurisdiction;**
 - b. **An inventory of all sources of Indirect Discharge located within the contributing jurisdiction that are discharging to the POTW; and**
 - c. **Such other information as the City may deem necessary.**
3. **The IGA may contain the following conditions:**
 - a. **A requirement for the contributing jurisdiction to adopt a sewer use ordinance or rules which specifically require that all non-domestic users shall be under the jurisdiction of this Chapter for the purposes of implementation and enforcement of Pretreatment Standards and Requirements;**
 - b. **A requirement for the contributing jurisdiction to submit an updated user inventory on at least an annual basis;**
 - c. **A provision specifying that the City shall be delegated full responsibility for implementation and enforcement of the pretreatment program unless otherwise agreed to and specified in the IGA;**
 - d. **A requirement for the contributing jurisdiction to provide the City with access to all information that the contributing jurisdiction obtains regarding effluent quantity and quality from non-domestic users;**
 - e. **Requirements for monitoring the contributing jurisdiction's discharge; and**
 - f. **A provision specifying remedies available for breach of the terms of the IGA.**

D. Responsibility and Authority of the City

1. **Except as otherwise provided herein, the Great Falls Director of Public Works shall administer, implement, and enforce the provisions of this Chapter.**
2. **The City shall notify in writing any industrial user whom he/she has cause to believe is subject to a National Categorical Pretreatment Standard or Requirement, or other applicable requirements promulgated by the EPA under the provisions of section 204(b) or 405 of the Act, or under the provisions of sections 3001, 3004, or 4004 of the Solid Waste Disposal Act. Failure of the City to so notify industrial users shall not relieve said industrial users from the responsibility of complying with applicable requirements. It is the responsibility of Significant Industrial Users to apply for and receive a permit prior to discharge, whether or not the industrial user has been identified and formally requested to do so.**
3. **If wastewaters containing any pollutant, including excess flow, or as otherwise defined in this Chapter, are discharged or proposed to be discharged to the POTW, the City may take any action necessary to:**
 - a. **Prohibit the discharge of such wastewater;**
 - b. **Require an industrial user to demonstrate that in-plant facility modifications will reduce or eliminate the discharge of such substances in conformity with this Chapter;**
 - c. **Require treatment, including storage facilities or flow equalization necessary to reduce or eliminate the potential for a discharge to violate this Chapter;**
 - d. **Require the industrial user making, causing or allowing the discharge to pay any additional cost or expense incurred by the City for handling, treating, disposing or remediation costs as a result of wastes discharged to the wastewater treatment system;**
 - e. **Require the industrial user to apply for and obtain a permit;**
 - f. **Require timely and factual reports from the industrial user responsible for such discharge;**
or
 - g. **Take such other action as may be necessary to meet the objectives of this Chapter.**

E. Additional City Authorities

In addition to the overall authority to control the discharge of wastewater to the POTW, the City shall have the following authorities:

1. **Take enforcement and issue fines and penalties for violations of this Chapter, including the failure of an industrial user to apply for a permit.**
2. **Endangerment to Health or Welfare of the Community: The City, after informal notice to the affected industrial user, may immediately and effectively halt or prevent any discharge of pollutants into any natural waterway, surface drainage within the City, any area under jurisdiction of the City, the POTW of the City or any wastewater system tributary thereto, by any means available to them, including physical disconnection from the wastewater system, whenever it reasonably appears that such discharge presents an imminent endangerment to the health or welfare of the community.**
3. **Endangerment to Environment or Treatment Works: The City, after written notice to the discharger, may halt or prevent any discharge of pollutants into any natural waterway, surface drainage within the City, any area under jurisdiction of the City, the POTW, wastewater system tributary thereto, by any means available to them, including physical disconnection from the wastewater system, whenever such discharge presents or may present an endangerment to the environment or threatens to interfere with the operation of the POTW.**

4. The discharges referred to above may be halted or prevented without regard to the compliance of the discharge with other provisions of this Chapter.

F. Industrial pretreatment program amendments

The City reserves the right to amend this Chapter and the terms and conditions hereof in order to assure compliance with applicable laws and regulations. The discharger shall be informed of any proposed changes in the Chapter at least thirty (30) days prior to the effective date of change. Where appropriate, the City may issue a compliance schedule to an industrial user to meet the changed or new Pretreatment Standards or Requirements. Such compliance schedule shall not conflict with or extend the compliance date otherwise established by EPA or the State.

G. Right of Entry

1. Whenever it shall be necessary for the purposes of this Chapter, the City may enter upon any industrial user's facility, property, or premises subject to this Chapter that is located or conducted or where records are required to be kept for the purposes of:
 - a. Performing all inspection, surveillance and monitoring procedures necessary to determine, independent of information supplied by industrial users, compliance or noncompliance with applicable Pretreatment Standards and Requirements by an industrial user including the taking of photographs. Compliance monitoring and inspection shall be conducted at a frequency as determined by the City and may be announced or unannounced;
 - b. Examining and copying any records required to be kept under the provisions of this Chapter;
 - c. Inspecting any monitoring equipment or method, pretreatment system equipment and/or operation;
 - d. Sampling any discharge of wastewater into POTW; and/or
 - e. Inspecting any production, manufacturing, fabricating or storage area where pollutants, regulated under this Chapter, could originate, be stored, used, or be discharged to the POTW.
2. The occupant of such property or premises shall render all proper assistance in such activities. Where an industrial user has security measures in place which require proper identification and clearance before entry into its premises, the industrial user shall make necessary arrangements with its security personnel so that authorized representatives of the City will be permitted to enter without delay to perform their specified functions.
3. The Director and other duly authorized agents and employees of the City are entitled to enter all private properties through which the City holds an easement.

13.12.020 ~~Sewer~~ Definitions and Abbreviations

A. Definitions. Unless the context specifically indicates otherwise, the meaning of terms used in Chapters 13.12 through 13.24 shall be as follows:

"Act" or "the Act" means **The Federal Water Pollution Control Act, also known as the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.**

"Approval Authority" means **The State Director in an NPDES state with an approved State Pretreatment Program or the Regional Administrator of the EPA in a non-NPDES state or NPDES state without an Approved State Pretreatment Program.**

~~"Authority" means the state or local government entity enacting and enforcing this chapter.~~

~~"Applicable pretreatment standards" means local/State or Federal standards, whichever are more stringent.~~

“Authorized Representative of the Industrial User” means

1. **If the industrial user is a corporation:**
 - a. **The president, secretary, treasurer, or vice president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation, or**
 - b. **The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for Industrial Discharge Permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.**
2. **If the industrial user is a partnership or sole proprietorship: a general partner or proprietor, respectively.**
3. **If the industrial user is a federal, state, or local governmental facility: a city or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.**
4. **The individuals described in subsections 1 through 3 above, may designate another authorized representative if the authorization is made in writing, the authorization specifies the individual or a position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to the City.**

“Best Management Practice” (BMP) means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Section 13.12.030. BMPs are Pretreatment Standards. BMPs may include, but are not limited to, treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

~~"Biochemical oxygen demand (BOD)" means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at twenty degrees centigrade Celsius, expressed in milligrams per liter.~~

~~"Building drain" means that part of the lowest piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning two (2) feet (.6 meters) outside the building wall.~~

~~"Building sewer" is part of the horizontal piping of a drainage system which extends from the end of the building drain and which receives the discharge of the building drain and conveys it to a public sewer, private sewer, individual sewage disposal system or other point of disposal.~~

~~"Bypass" means the intentional diversion of waste streams from any portion of an industrial user's treatment facility pursuant to Section 13.12.110 C.~~

~~"Categorical Pretreatment Standards" or “Categorical Standard” means the National Pretreatment Standards specifying quantities or concentrations of pollutants or pollutant properties which may be discharged or introduced into a POTW (see definition) by specific industrial discharges. any regulation containing pollutant discharge limits~~

promulgated by EPA in accordance with sections 307(b) and (c) or the Act (33 U.S.C. Section 1317) that apply to a specific category of industrial users and that appear in 40 CFR chapter I, subchapter N, Parts 405-471.

~~"Combined sewer" means a sewer intended to receive both wastewater and storm or surface water.~~

~~"Discharger/industrial discharger" means any nonresidential user who discharges an effluent into a POTW by means of pipes, conduits, pumping stations, force mains, constructed drainage ditches, surface water intercepting ditches, and all constructed devices and appliances appurtenant thereto.~~

~~"Easement" means an acquired legal right for the specific use of land owned by others.~~

“Composite sample” means a representative flow-proportioned sample generally collected within a twenty-four (24) hour period and combined according to flow. Time-proportional sampling may be approved or used by the City where time-proportional samples are believed representative of the discharge.

“Control Authority” means the City of Great Falls.

“Cooling water” means the water discharged from any use such as air conditioning, cooling or refrigeration, or to which the only pollutant added is heat.

“Domestic (sanitary) wastes” means liquid wastes: 1. from the non-commercial preparation, cooking, and handling of food, or 2. containing only human excrement and similar matter from the sanitary conveniences of dwellings, commercial buildings, industrial facilities, and institutions.

“Environmental Protection Agency” or “EPA” means the U. S. Environmental Protection Agency, or where appropriate the term may also be used as a designation for the Administrator or other duly authorized official of said agency.

“Existing Source” means an industrial user which is in operation at the time of promulgation of Categorical Pretreatment Standards and any industrial user not included in the definition of "New Source".

“Fats, Oil and Grease” or “FOG” means non-petroleum organic polar compounds derived from animal or plant sources such as fats, non-hydrocarbons, fatty acids, soaps, waxes, and oils that contain multiple carbon chain triglyceride molecules. These substances are detectable and measurable using analytical procedures established in the 40 CFR Part 136.

~~"Floatable oil" is oil, fat, or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. A wastewater shall be considered free of floatable oil if it is properly pretreated and the wastewater does not interfere with the collection system.~~

~~"Garbage" means the animal and vegetable waste resulting from the handling, preparation, cooking, and serving of foods.~~

“Grab sample” means a sample which is taken from a waste stream on a one-time basis with no regard to the flow and over a period of time not to exceed fifteen (15) minutes.

~~"Hauled wastes" means any sewage or wastewater contained in a tank or similar apparatus and which is transportable by vehicle, rail car or other mode.~~

~~"Indirect discharge" means the discharge or the introduction of non-domestic pollutants into the POTW from a non-domestic source regulated under Section 307(b), or (c) or (d) of the Act (including hauled wastes), into a POTW.~~

“Industrial” means of, or pertaining to, industry, manufacturing, commerce, trade, or business as distinguished from domestic or residential.

“Industrial Discharge Permit” means the document or documents issued to an industrial user by the City in accordance with the terms of this Chapter that allows, limits and/or prohibits the discharge of pollutants or flow to the POTW as set forth in Section 13.12.050 of this Chapter.

“Industrial user” means a source of Indirect Discharge.

"Industrial wastes" or **"non-domestic wastes"** means the ~~solid, liquid or gaseous~~ **liquid or solid** wastes resulting from ~~any industrial manufacturing processes, trade, or business processes~~ **activities producing non-domestic or non-residential sewage as distinct from domestic wastewater** or ~~from the development, recovery or processing of natural resources.~~

"Instantaneous limit" means the maximum concentration of a pollutant or measurement of a pollutant property allowed to be discharged at any time. For pollutants, compliance is typically determined by use of a grab sample.

"Interference" means an inhibition or disruption of the POTW, its treatment processes or operations, or its sludge processes, use or disposal which is a cause of or significantly contributes to either a violation of any requirement of the POTW's MPDES permit (including an increase in the magnitude or duration of a violation) or to the prevention of sewage sludge use or disposal by the POTW in accordance with the following statutory provisions and regulations or permits issued thereunder (or more stringent State or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including Title II more commonly referred to as the Resource Conservation and Recovery Act (RCRA) and including state regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the SWDA), the Clean Air Act, and the Toxic Substances Control Act. An industrial user significantly contributes to such a permit violation or prevention of sludge use or disposal in accordance with the above cited authorities whenever such user:

1. Discharges a daily pollutant loading in excess of that allowed by contract with the POTW or by Federal, State, or local law;
2. Discharges wastewater which substantially differs in nature or constituents from the user's average discharge; or
3. Knows or has reason to know that its discharge, alone or in conjunction with discharges from other sources, would result in a POTW permit violation or prevent sewage sludge use or disposal in accordance with the above cited authorities as they apply to the POTW's selected method of sludge management.

"Interference" means a discharge, which alone or in conjunction with a discharge or discharges from other sources, both:

1. **Inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and**
2. **Therefore, is a cause of violation of any requirement of the POTW's Montana Pollutant Discharge Elimination System (MPDES) permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued hereunder, or any more stringent state or local regulations: Section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.**

"Local limit" means specific discharge limits and BMPs developed, applied, and enforced upon industrial users to implement the general and specific discharge prohibitions listed in section 13.12.030. Local limits are Pretreatment Standards.

"Motel and Hotel" means a building or group of buildings on the same premises either detached or in connected rows; containing sleeping or dwelling units, and designed for, or occupied with an ordinary rental period not exceeding two weeks.

"Multi-unit dwelling" means a building containing a unit or combination of units with individual bath and kitchen facilities. This definition includes apartments, condominiums, townhouses, and duplexes, triplexes, etc. A seasonal multi-unit dwelling is an individual unit of a multi-unit dwelling which is occupied on an intermittent basis and is not utilized as a primary residence.

"Natural outlet" means any outlet, including storm sewers and combined sewer overflows, into a watercourse, pond, ditch, lake, or other body of surface or groundwater.

“New Source” means:

1. **Any building, structure, facility or installation from which there is or may be a Discharge of pollutants, the construction of which commenced after the publication of proposed Pretreatment Standards under section 307(c) of the Act which will be applicable to such source if such Standards are thereafter promulgated in accordance with that section, provided that:**
 - a. **The building, structure, facility or installation is constructed at a site at which no other source is located; or**
 - b. **The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an Existing Source; or**
 - c. **The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an Existing Source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the Existing Source should be considered.**
2. **Construction on a site at which an Existing Source is located results in a modification rather than a New Source if the construction does not create a new building, structure, facility or installation meeting the criteria of paragraphs 1.b. or 1.c. of this section, but otherwise alters, replaces, or adds to existing process or production equipment.**
3. **Construction of a New Source as defined under this paragraph has commenced if the owner or operator has:**
 - a. **Begun, or caused to begin as part of a continuous onsite construction program:**
 - 1) **Any placement, assembly, or installation of facilities or equipment; or**
 - 2) **Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of New Source facilities or equipment; or**
 - b. **Entered into a binding contractual obligation for the purchase of facilities or equipment which is intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.**

~~"New source discharger" means any new industrial discharger to the City's wastewater system subject to the provisions of this chapter.~~

“Normal domestic strength wastewater” means wastewater, when analyzed in accordance with procedures established by the EPA pursuant to 40 CFR Part 136, as amended, contains no more than two-hundred (200) mg/L of BOD and/or two-hundred and fifty (250) mg/L of TSS. Discharges that exceed the level of BOD and TSS are subject charges for extra strength wastewater charges pursuant to Section 13.18.060 in addition to any Pretreatment Standards and Requirements established in this Chapter.

“Non-contact cooling water” means cooling water that does not come into direct contact with any raw material, intermediate product, waste product, or finished product.

“Non-Significant Industrial User” means any industrial user which does not meet the definition of a Significant Industrial User, but is otherwise required by the City through permit, order or notice to comply with specific provisions of this Chapter and is so notified by the City

~~"O&M" means operation and maintenance.~~

~~"Other wastes" means decayed wood, sawdust, shavings, bark, lime, refuse, ashes, garbage, offal, oil, tar, chemicals and all other substances except sewage and industrial wastes.~~

"Pass Through" means a discharge which exits the POTW into waters of ~~Montana~~ **the United States** in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the ~~POTW's City's~~ **Montana** Pollutant Discharge Elimination System (MPDES) Permit (including an increase in the magnitude or duration of a violation).

"Person" means any individual, firm, company, association, society, corporation or group.

~~"Ph" "pH" means the logarithm (base 10) of the reciprocal of the hydrogen ion concentration expressed in moles per liter of solution and reported as Standard Units (SU). The concentration is the weight of hydrogen ions, in grams, per liter of solution. Neutral water, for example, has a Ph value of seven and a hydrogen ion concentration of ten to the power of minus seven.~~

"Pollutant" means any ~~substance discharged into a POTW or its collection system, including the EPA List of 126 Priority Pollutants; and substances which create a fire or explosion hazard, cause corrosive structural damage, solid or viscous substances which could cause obstruction to flow in sewers, substances released in such volume or strength as to cause interference in the treatment plant, heat in amounts which will inhibit biological activity at the treatment plant, and heavy metals and similar toxic substances which could cause upset treatment plant operations.~~ **dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, explosives, munitions, medical waste, chemical wastes, corrosive substance, biological material, biological nutrient, toxic substance, radioactive material, heat, malodorous substance, wrecked or discharged equipment, rock, sand, slurry, cellar dirt, untreatable waste, or industrial, domestic, or agricultural wastes and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor) discharged into or with water.**

~~"POTW" means publicly owned treatment works and includes any sewage treatment works and the sewers and conveyance appurtenances discharging thereto, owned and operated by the authority.~~

"POTW treatment plant" means that portion of the POTW designed to provide treatment to wastewater.

"Pretreatment" or **"treatment"** means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature **or properties** of pollutants ~~properties~~ in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW. **The reduction or alteration can be obtained by physical, chemical or biological processes, or process changes other means, except as prohibited by 40 CFR Section 403.6(d).**

"Pretreatment Requirement" means any substantive or procedural requirement related to Pretreatment, other than a Pretreatment Standard imposed on an industrial user.

"Pretreatment Standard", "National Pretreatment Standard" or "Standard" means any regulation containing pollutant discharge limits promulgated by the EPA in accordance with section 307 (b) and (c) of the Act, which applies to industrial users. This term includes prohibitive discharge limits established pursuant to Section 13.12.030 and includes the Specific Prohibitions, local limits and Best Management Practices that are or may be established by the City. In cases of differing Standards or regulations, the more stringent shall apply.

~~"Properly shredded garbage" means the wastes from the preparation, cooking, and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater and one half inch (1.27 centimeters) in any dimension.~~

~~"Public sewer" means a sewer in which all owners of abutting properties have equal rights, and which is controlled by a public authority.~~

"Publicly Owned Treatment Works" or "POTW" means a treatment works as defined by Section 212 of the Act (33 U.S.C. 1292), which is owned in this instance by the City. This definition includes any sewers that convey wastewater to the POTW treatment plant, but does not include pipes, sewers or other conveyances not connected to a facility providing treatment. For the purposes of this Chapter, "POTW" shall also include any sewers that

convey wastewaters to the POTW from persons outside the City who are by contract or agreement with the City, users of the City's POTW.

~~"Residential building" means and includes only the following types of buildings and structures: single family residential, duplexes, triplexes, apartment houses, motels, hotels, trailer courts, and multi unit dwellings.~~

~~"Sanitary sewer" means a sewer which carries sewage from residences, commercial buildings, industrial plants, and institutions and to which ground, storm and surface waters are not intentionally admitted.~~

"Sector control program" means a program to control specific pollutants from industrial users with similar waste generation or treatment through the implementation of Pretreatment Standards and Requirements, including Best Management Practices. These sector control program requirements may be found at Section 13.12.090 of this Chapter.

~~"Service connection" is the point at which the building sewer connects to the public sewer.~~

~~"Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.~~

~~"Sewage" is water carried human wastes or a combination of the water carried wastes from residences, commercial buildings, industrial plants, and institutions, together with such ground, storm, and surface waters as may be present.~~

~~"Sewage treatment plant" means any arrangement of devices and structures used for treating sewage.~~

~~"Sewer" means any pipe, conduit, ditch, or other device used to collect and transport sewage, wastewater or stormwater from the generating sources.~~

~~"Sewer user" is any individual, firm, company, association, society, corporation, or group who has connected to the sewer system.~~

~~"Shall" is mandatory. (See "may".)~~

~~"Significant Industrial Discharger User" is any industrial user which of the City's wastewater disposal system who:~~

- ~~1. Is subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR Chapter I, subchapter N; or~~
- ~~2. Has wastes any priority toxic pollutants or other prohibited pollutants;~~
- ~~3. Has wastes toxic pollutants as defined pursuant to Section 307 of the Act;~~
- ~~4.2. Has a dDischarges an flow per average day of twenty-five thousand gallons per day or more of process wastewater to the POTW (excluding sanitary, non-contact cooling and boiler blowdown wastewater); or~~
- ~~5. 3. Contributes a process waste stream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or~~
- ~~6. Is determined by the City to have a significant impact or potential for significant impact, either singly or in combination with other contributing industries, on the wastewater treatment system, the quality of sludge, the systems effluent quality, or air emissions generated by the system; or~~
- ~~7.4. Has a reasonable potential for adversely affecting the POTW's operation or for violating any pPretreatment sStandard or rRequirement.~~

"Significant Noncompliance" applies to a Significant Industrial User (or any Industrial User which violates paragraphs 3, 4, or 8) if its violation meets one or more of the following criteria:

- 1. Chronic violations of wastewater discharge limits, defined here as those in which sixty-six (66) percent or more of all of the measurements taken during a six-month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including instantaneous limits.**
- 2. Technical Review Criteria (TRC) violations, defined here as those in which thirty-three (33) percent or more of all of the measurements for each pollutant parameter taken during a six-month period equal or exceed the product of the numeric Pretreatment Standard or**

Requirement including instantaneous limits multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fats, oil, and grease, and 1.2 for all other pollutants except pH).

3. **Any other violation of a Pretreatment Standard or Requirement (daily maximum, long-term average, instantaneous limit, or narrative Standard) that the POTW determines has caused, alone or in combination with other discharges, Interference or Pass Through (including endangering the health of POTW personnel or the general public).**
4. **Any discharge of a pollutant that has caused imminent endangerment to human health, welfare, or the environment or has resulted in the POTW's exercise of its emergency authority to halt or prevent such a discharge.**
5. **Failure to meet, within ninety (90) days after the schedule date a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction, or attaining final compliance.**
6. **Failure to provide, within thirty (30) days after the due date, required reports such as baseline monitoring reports, compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;**
7. **Failure to accurately report noncompliance.**
8. **Any other violation or group of violations, which may include a violation of Best Management Practices, which the POTW determines will adversely affect the operation or implementation of the local pretreatment program.**

~~"Single family residence" means a building designed for and used exclusively for residence purposes by one family. This definition shall include a single mobile home not located in a mobile home court.~~

"Slug discharge" means a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch Discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate this Chapter, including a discharge which exceeds the hydraulic or design of an industrial users treatment system or any part of the treatment unit.

~~"Slug load" means any pollutant (including biochemical oxygen demand) released in a discharge at a flow rate or concentration which will cause a violation of the discharge prohibitions in Section 13.14.040 or which adversely affects the collection system and/or performance of the wastewater treatment works.~~

~~"Storm drain" (sometimes termed "storm sewer") means a drain or sewer for conveying stormwater, groundwater, subsurface water, or unpolluted water from any source.~~

"Total Suspended Solids" or "TSS" means the total suspended matter, expressed in milligrams per liter, that either floats on the surface of, or is in suspension in, water, wastewater, or other liquids, and that is removable by laboratory filtering as prescribed in "Standard Methods for the Examination of Water and Wastewater" and referred to as nonfilterable residue. in accordance with procedures approved in 40 CFR Part 136.

~~"Toxic pollutants" includes but is not limited to those substances and chemical compounds listed in EPA's list of 126 Priority Pollutants, as amended.~~ **any pollutant or combination of pollutants listed as toxic in regulations promulgated by the Administrator of the EPA under the provisions of Section 307(a) of the Act (33 U.S.C. §1317(a)) or as otherwise listed at 40 CFR Part 122, Appendix D.**

~~"Trailer court or mobile home park" means any area or site or land upon which two or more trailers are placed and maintained for dwelling purposes, either on a permanent or semi permanent basis.~~

~~"Unpolluted water" is water of a quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards and would not be benefitted by discharge to the sanitary sewers and wastewater treatment facilities provided.~~

~~"Upset" means an exceptional incident in which a treatment works is unintentionally and temporarily in a state of noncompliance with the discharge standards due to substances introduced into the treatment works and excluding noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation thereof.~~ **Categorical Pretreatment Standards pursuant to Section 13.12.110 C.**

~~"Wastewater" means industrial wastes and/or sewage or any other waste including that which may be combined with any groundwater, surface water, and stormwater, that may be discharged to the POTW.~~

~~"Wastewater facilities" means the structures, equipment, and processes required to collect, convey and treat wastewater and dispose of the effluent and sludge.~~

~~"Wastewater treatment works" means an arrangement of devices and structures treating wastewater and sludge. It is sometimes used synonymously with "waste treatment plant" or "wastewater treatment plant" or "water pollution control plant" or "POTW".~~

~~"Watercourse" means a natural or artificial channel for the passage of water either continuously or intermittently.~~

Any other term not herein defined shall be defined as presented in the "Glossary -- Water and Sewage Control Engineering," A.P.H.A., A.S.C.E. and W.P.C.F., latest edition or **40 CFR Part 403**. (Ord. 3050, 2010; Ord. 2645, 1993; Ord. 2601, 1991, §13.20.011; Ord. 2551 §§ 2, 3, 1989; Ord. 2532 §3, 1989; Ord. 2531 §§1, 2, 1989, Ord. 2386 Exh. A (part), 1985).

B. Abbreviations

ASTM	American Society Testing Materials
BMP	Best Management Practices
BOD	Biochemical Oxygen Demand
°C	degrees Celsius
CFR	Code of Federal Regulations
CWA	Clean Water Act
EPA	Environmental Protection Agency
FOG	Fats, Oils and Grease
mg/L	milligrams per Liter
MPDES	Montana Pollutant Discharge Elimination System
O&M	Operation and Maintenance
POTW	Publicly Owned Treatment Works
SIC	Standard Industrial Classification
SIU	Significant Industrial User
SNC	Significant Noncompliance
USC	United States Code
TSS	Total Suspended Solids
WPCF	Water Pollution Control Federation

~~13.12.030 Sewer required when authority failure deemed misdemeanor~~

- ~~A. The City Commission or the Director of Public Works shall have the power to order the owner or owners or agent of any owner or owners of any house upon any street or part of a street in the City to make a connection with the sewer, and it shall hereafter be the duty of every owner or agent of owner of any house situated upon any lot upon the line of any sewer in the City, after being ordered to do so as aforesaid, and notice thereof given, to make connections with the sewer nearest to such house. When any such connection has been so ordered, it shall be the duty of the person or body issuing the order, or the duty of the Chief of Police upon the request of any of the foregoing to give notice of such order to the owner or owners of such house or to his or their agent or agents.~~
- ~~B. If any owner or owners or agent of any owner or owners of such houses fails to make such sewer connections within thirty days after having received such notice, the owner(s), shall be deemed guilty of maintaining and fostering a nuisance; and after being notified of such order for the second time, and a failure to make such connection for ten days, such person or persons to whom such notice has been given, as aforesaid, shall be deemed guilty of a separate~~

~~violation of this chapter for each twenty four hours such failure continues to exist-~~ (Ord. 3050, 2010; Ord. 2645, 1993; Ord. 2334, Exh. B (part), 1984, §13.16.010).

13.12.030 Prohibited Discharges and Limitations

A. General Prohibitions.

An industrial user may not introduce into a POTW any pollutant(s) which cause Pass Through or Interference. These general prohibitions and the specific prohibitions in paragraph B. of this section apply to each industrial user introducing pollutants into a POTW whether or not the industrial user is subject to other Pretreatment Standards or Requirements.

B. Specific Prohibitions.

It shall be unlawful for any industrial user to discharge or deposit or cause or allow to be discharged or deposited into the wastewater treatment system of the City any wastewater which contains the following:

1. Pollutants which create a fire or explosion hazard in the POTW. More specifically, no industrial user shall discharge any wastestream with a closed cup flashpoint of less than sixty (60) degrees Celsius (140 degrees Fahrenheit) using the test methods specified in 40 CFR Section 261.21. The Director may require industrial users with the potential to discharge flammable, combustible or explosive substances to install and maintain an approved combustible gas detection meter or explosion hazard meter. No two successive readings on an explosion hazard meter at the point of discharge shall be more than five percent (5%), nor any one reading more than ten percent (10%), of the Lower Explosive Limit (LEL) of the meter.
2. Pollutants which will cause corrosive structural damage to the POTW but in no case discharges with pH lower than pH 5.5.
3. Solid or viscous substances which may cause obstruction in the sewage system or otherwise cause Interference to the POTW.
4. Any pollutant, including oxygen demanding pollutants (BOD, etc.) released in a Discharge at a flow rate and/or pollutant concentration which will cause Pass Through or Interference with the POTW.
5. Heat in amounts which will inhibit biological activity in the POTW resulting in Interference, but in no case heat in such quantities that the temperature at the POTW Treatment Plant exceeds 40 °C (104 °F) unless the Approval Authority, upon request of the POTW, approves alternate temperature limits.
6. Stormwater drainage from ground resulting in Infiltration and Inflow (I&I) through the industrial user's service line(s), surface, roof drains, catch basins, unroofed area drains (e.g. commercial car washing facilities) or any other source unless otherwise approved by the Director. Specifically prohibited is the connection of roof downspouts, exterior foundation drains, areaway drains, or other sources of surface runoff or ground water to a building sewer or building drain which in turn is connected directly or indirectly to the City's wastewater collection system. No person shall connect or discharge water from underground drains, sump pump discharges, natural springs and seeps, water accumulated in excavation or grading or any other water associated with construction activities.
7. A Slug Discharge as defined in Section 13.12.020 A.
8. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that will cause Pass Through or Interference.
9. Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute health and safety hazards for employees of the City employed at the POTW.

- 10. **Trucked or hauled pollutants except as authorized by the Director and only at discharge points designated by the Director.**
- 11. **Any water or waste which contains grease or oil or any other substances that will solidify or become discernibly viscous at temperatures between thirty-two degrees Fahrenheit (32° F. or 0° Celsius) and one hundred fifty degrees Fahrenheit (150° F or 65.5° Celsius) and cause or contribute to Interference or Pass Through.**
- 12. **Any pollutant directly into a manhole or other opening in the POTW unless specifically authorized by the City or as otherwise permitted under this Chapter. Prohibited is the opening of a manhole or discharging into any opening in violation of this Chapter.**
- 13. **Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the City in compliance with applicable state or federal regulations.**
- 14. **Liquid wastes from chemical toilets, and trailers, campers or other recreational vehicles which have been collected and/or held in tanks or other containers shall not be discharged into the POTW except at locations authorized by the City to collect such wastes.**

C. Specific Discharge Limitations

It shall be unlawful for any Significant Industrial User to discharge, deposit, cause, or allow to be discharged any waste or wastewater which fails to comply with the limitations imposed by this Section.

- 1. **Dilution is prohibited as a substitute for treatment and shall be a violation of this Chapter. Except where expressly authorized to do so by an applicable Pretreatment Standard or Requirement, no industrial user shall ever increase the use of process water, or in any other way attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with a Pretreatment Standard or Requirement. The City may impose mass limitations on industrial users which are using dilution to meet applicable Pretreatment Standards or Requirements or in other cases where the imposition of mass limitations is appropriate.**
- 2. **No Significant Industrial User shall discharge wastewater that exceeds the following limits:**

MAXIMUM CONTRIBUTION ⁽¹⁾

POLLUTANT	SYMBOL	Daily Maximum
Arsenic	As	0.462
Cadmium	Cd	3.551
Chromium	Cr	5.676
Copper	Cu	4.985
Cyanide	Cn	0.505
Lead	Pb	0.946
Mercury	Hg	0.028
Nickel	Ni	4.782
Silver	Ag	0.531
Zinc	Zn	1.019

⁽¹⁾ **All pollutants shown in the Table are total and in mg/L.**

- 3. **All industrial users subject to a Categorical Pretreatment Standard shall comply with all requirements of such Standard, and shall also comply with any limitations contained in this Chapter. Where the same pollutant is limited by more than one Pretreatment Standard, the limitations which are more stringent shall prevail. Compliance with Categorical Pretreatment Standards shall be the timeframe specified in the applicable Categorical Pretreatment Standard.**

4. **The City may establish more stringent pollutant limits, additional site-specific pollutant limits, Best Management Practices, or additional Pretreatment Requirements when, in the judgment of the City, such limitations are necessary to implement the provisions of this Chapter.**

~~13.12.040~~ — ~~Depositing excrement~~

~~It is unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the City or in any area under the jurisdiction of the City, any human or animal excrement, garbage, or objectionable waste. (Ord. 3050, 2010; Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, §13.20.020).~~

13.12.040 Pretreatment and Monitoring Facilities

- A. **An industrial user shall provide necessary wastewater treatment as required to comply with this Chapter and shall achieve compliance with all Pretreatment Standards and Requirements within the time limitations specified by EPA, the state, or the City, whichever is more stringent. Any facilities required to pretreat wastewater to a level acceptable to the Director shall be provided, operated and maintained at the industrial user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to the Director for review and shall be acceptable to the City before construction of the facility. The review of such plans and operating procedures will in no way relieve the industrial user from the responsibility of modifying the facility as necessary to produce an effluent acceptable to the City under the provisions of this Chapter. Any subsequent changes in the pretreatment facilities or method of operation shall be reported to and be acceptable to the Director prior to the industrial user's initiation of the changes.**
- B. **The City may require industrial users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specified sewers, relocate and/or consolidate points of discharge, separate sewage wastestreams from industrial wastestreams, and such other conditions as may be necessary to protect the POTW and demonstrate the industrial user's compliance with the requirements of this Chapter.**
- C. **The City may require any industrial user discharging into the POTW to install and maintain, on their property and at their expense, a suitable storage and flow-control facility to ensure equalization of flow. An Industrial Discharge Permit may be issued solely for flow equalization.**
- D. **Industrial users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.**
- E. **The City may require an industrial user to install at the industrial user's expense, suitable monitoring facilities or equipment that allows for the representative sampling and accurate observation of wastewater discharges. Such equipment shall be maintained in proper working order and kept safe and accessible at all times to City personnel.**
- F. **The monitoring equipment shall be located and maintained on the industrial user's premises outside of the building unless otherwise approved by the City. When such a location would be impractical, the City may allow such facility to be constructed in the public street or easement area, with the approval of the agency having jurisdiction over such street or easement, and located so that it will not be obstructed by public utilities, landscaping or parked vehicles.**
- G. **When more than one industrial user is able to discharge into a common service line, the City may require installation of separate monitoring equipment for each industrial user.**
- H. **Whether constructed on public or private property, the monitoring facilities shall be constructed in accordance with the City's requirements and all applicable construction standards and specifications.**
- I. **Industrial users who discharge process wastewaters determined by the City to contain pollutants necessitating continuous pH measurement to demonstrate compliance shall, subsequent to notification by the City, install a continuous recording pH meter as approved by the City. Such meter shall be installed, operated and maintained at the industrial user's own cost and expense.**

- J. If the City determines that an industrial user needs to measure and report wastewater flow, the industrial user shall install an approved flow meter. Such meter shall be installed, operated and maintained at the industrial user's own cost and expense.**

~~13.12.050~~ ~~Septic tanks and cesspools~~

~~Except as provided in Section 13.12.070, it is unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of wastewater. (Ord. 3050, 2010; Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, §13.20.040).~~

13.12.050 Industrial Discharge Permits

A. Permits Required

All Significant Industrial Users proposing to connect to, or discharge into any part of the wastewater system, shall apply for and obtain an Industrial Discharge Permit prior to commencing discharge to the POTW. A separate permit may be required for each industrial user, building or complex of buildings. The discharge of wastewater to the POTW without a valid permit from a Significant Industrial User shall be a violation of this Chapter. Such Significant Industrial Users shall immediately contact the City and obtain a permit for discharge.

B. New Industrial Users: Applying for an Industrial Discharge Permit

Any industrial user required to obtain an Industrial Discharge Permit who proposes to begin or recommence discharging into the POTW must apply for and obtain such permit prior to the beginning or recommencing of such discharge. The industrial user shall file a permit application on forms provided by the City containing the information specified in paragraph F. below. The completed application for the Industrial Discharge Permit must be filed at least ninety (90) days prior to the date upon which any discharge will begin or recommence.

C. Existing Industrial Users: Applying for an Industrial Discharge Permit Re-issuance

An industrial user with an expiring Industrial Discharge Permit shall apply for a new permit by submitting a complete permit application at least ninety (90) days prior to the expiration of the industrial user's existing discharge permit. The industrial user shall file a permit application on forms provided by the City containing the information specified in paragraph F. below. An industrial user with an existing permit that has filed a complete and timely application may continue to discharge as approved by the City through an administrative extension of the existing permit.

D. Other Industrial Users

The City may require other Non-Significant Industrial Users to apply for and obtain wastewater discharge permits necessary to carry out the purposes of this Chapter. The City may issue a discharge permit to prohibit the discharge of some or all non-domestic process wastewater from an industrial user.

E. Enforceability

Any violation of the terms and conditions of an Industrial Discharge Permit, failure to apply for a permit as required, or discharging without a required permit shall be deemed a violation of this Chapter and subjects the industrial user to enforcement by the City. Obtaining an Industrial Discharge Permit does not relieve a permittee of its obligation to comply with all federal and state Pretreatment Standards or Requirements.

F. Permit Application Contents

In support of the application, the industrial user shall submit, in units and terms appropriate for evaluation, the following information:

- 1. Name of business, address of the facility, location of the discharge if different from facility address, contact information for the Authorized Representative of the Industrial User and a description of the activities, facilities, and/or manufacturing process at the facility.**
- 2. Environmental Permits. A list of any environmental control permits held by or for the facility.**
- 3. Description of Operations.**
 - a. A brief description of the nature, average rate of production (including each product produced by type, amount, processes, and rate of production);**
 - b. The Standard Industrial Classification(s) of the operation(s) carried out by such industrial user;**
 - c. A schematic process diagram, which indicates points of discharge to the POTW from the regulated process;**
 - d. Types of wastes generated;**
 - e. A list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;**
 - f. Number of employees; and**
 - g. Hours of operation.**
- 4. Time and duration of discharges.**
- 5. The location for sampling the wastewater discharges from the industrial user.**
- 6. Flow measurement. Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in 40 CFR Section 403.6(e). For New Sources and new permittees not currently discharging, an estimate of flows may be used for meeting the requirements of the Baseline Monitoring Report required in Section 13.12.080.**
- 7. Measurement of Pollutants.**
 - a. The Pretreatment Standards applicable to each regulated process;**
 - b. The results of sampling and analysis identifying the nature and concentration, and/or mass of regulated pollutants in the discharge from each regulated process where required by the Standard or by the City;**
 - c. Instantaneous, daily maximum and long-term average concentrations, or mass, where required, shall be reported;**
 - d. The sample shall be representative of daily operations and shall be collected in accordance with procedures set out in Section 13.12.070. Where the Standard requires compliance with a BMP or pollution prevention alternative, the industrial user shall submit documentation as required by the City or the applicable Standards to determine compliance with the Standard; and**
 - e. Analyses must be performed in accordance with procedures set out in 13.12.070.**
- 8. Accidental or slug discharge control plans as described in Section 13.12.080 shall be submitted.**

9. **Compliance Schedule.** If additional pretreatment and/or Operation and Maintenance (O&M) will be required to meet the Pretreatment Standards, the shortest schedule by which the industrial user will provide such additional pretreatment. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard.

The following conditions shall apply to this schedule:

- a. The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the industrial user to meet the applicable Pretreatment Standards (e.g. hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.). No such increment shall exceed nine (9) months.
 - b. Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the industrial user shall submit a progress report to the Director including, as a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the industrial user to return the construction to the schedule established. In no event shall more than nine (9) months elapse between such progress reports to the Director.
10. **Certification.** A statement, reviewed by an Authorized Representative of the Industrial User and certified to by a qualified professional, indicating whether Pretreatment Standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional Pretreatment is required for the industrial user to meet the Pretreatment Standards and Requirements.
11. Any other information as may be deemed by the Director to be necessary to evaluate the permit application;
12. **Application Signatory.** All Industrial Discharge Permit applications and certification statements must be signed by an Authorized Representative of the Industrial User and contain the applicable certification statement(s) in Section 13.12.080.

G. Industrial Discharge Permit Issuance

1. Permits shall be issued for a specified time period, not to exceed five (5) years. A permit may be issued for a period of less than five (5) years at the City's discretion or may be stated to expire on a specific date. The terms and conditions of the permit may be subject to modification by the City during the term of the permit as identified in paragraph J. below. The industrial user shall be informed of any proposed changes in its permit at least thirty (30) days prior to the effective date of change. Any changes or new conditions in the permit shall include a time schedule for the industrial user to achieve compliance with such changes or new conditions.
2. Where the City is establishing permit specific Pretreatment Standards, the permit shall be noticed for public comment for thirty (30) days in a newspaper of general circulation that provides meaningful public notice. The City shall consider all comments that are received and incorporate any comments as appropriate prior to issuing the permit.
3. The City shall issue an Industrial Discharge Permit to the applicant if the City finds that all of the following conditions are met:
 - a. The applicant has provided a timely and complete permit application to the City;
 - b. The proposed discharge by the applicant is in compliance with the limitations established in this Chapter;

- c. **The proposed operation and discharge of the applicant would permit the normal and efficient operation of the POTW; and**
 - d. **The proposed discharge of the applicant would not result in a violation by the City of the terms and conditions of its MPDES Permit or cause pass through or interference.**
4. **If the City finds that the condition set out in subsection 3.b. of this Section is not met, the City may, at their discretion, issue an Industrial Discharge Permit to the applicant if the conditions set out in subsections 3.a., 3.c. and 3.d. of this paragraph have been met and if the applicant submits, and the City approves, a compliance schedule setting out the measures to be taken by the applicant and the dates that such measures will be implemented to insure compliance with applicable Pretreatment Standards. At no time shall a discharge be allowed to cause violations of the General and Specific Prohibitions established in Section 13.12.030 nor shall the final compliance date for a Categorical Pretreatment Standard be extended.**

H. Transferability

Industrial Discharge Permits are issued to a specific industrial user for a specific operation. An Industrial Discharge Permit shall not be reassigned or transferred or sold to a new owner, new industrial user, different premises, or a new or changed operation without the prior written approval of the City. Any succeeding owner or industrial user shall also comply with the terms and conditions of the existing permit until a new permit is issued.

I. Industrial Discharge Permit Conditions

Industrial Discharge Permits shall be expressly subject to all provisions of this Chapter and all other applicable regulations, user charges and fees established by the City.

Permits may contain the following:

1. **A statement that indicates the permit's issuance date, expiration date and effective date;**
2. **A statement on permit transferability;**
3. **The unit charge or schedule of user charges and fees for the wastewater to be discharged into a public sewer;**
4. **Limits on the average and/or maximum wastewater constituents and characteristics, including but not limited to, effluent limits, including Best Management Practices, based upon applicable Pretreatment Standards;**
5. **Limits on average and maximum rate and time of discharge or requirements for flow;**
6. **Requirements for installation and maintenance of inspection and sampling facilities and equipment;**
7. **Self-monitoring, sampling, reporting, notification and record-keeping requirements, including but not limited to, identification of the pollutants to be monitored, sampling location, sampling frequency and sample type, based on federal, state and local law;**
8. **Best Management Practices (BMPs) to control specific pollutants as necessary to meet the objectives of this Chapter;**
9. **Compliance Schedules;**
10. **Requirements for maintaining and retaining records;**

11. **Requirements for notification of the City of any new introduction of wastewater constituents or any substantial change in the volume or character of the wastewater constituents being introduced into the wastewater treatment system;**
12. **Requirements to control Slug Discharges, to notify the City immediately of any changes at its facility affecting potential for a Spill or Slug Discharge and to notify the POTW immediately in the event of a slug, spill or accidental discharge to the POTW;**
13. **Statements of applicable administrative, civil and criminal penalties for the violation of Pretreatment Standards and Requirements, the permit, this Chapter, and any applicable compliance schedule;**
14. **Requirements to reapply for a new permit prior to expiration of the existing permit;**
15. **Additional monitoring to be reported;**
16. **Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;**
17. **Closure requirements for permitted facilities undergoing partial or complete closure activities to ensure closure activities are completed and wastes have been properly disposed and remaining access to sanitary and storm sewers are protected;**
18. **Other conditions as deemed appropriate by the City or the Director to ensure compliance with all applicable rules and regulations.**

J. Industrial Discharge Permit Modifications

The City may modify an Industrial Discharge Permit for good cause, including, but not limited to, the following reasons:

1. **To incorporate any new or revised federal, state, or local Pretreatment Standards or Requirements;**
2. **To address significant alterations or additions to the industrial user's operation, processes, or wastewater volume or character since the time of the Industrial Discharge Permit issuance;**
3. **A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;**
4. **Information indicating that the permitted discharge poses a threat to the POTW, City personnel, or the receiving waters;**
5. **Violation of any terms or conditions of the Industrial Discharge Permit;**
6. **Misrepresentations or failure to fully disclose all relevant facts in the Industrial Discharge Permit application or in any required reporting; or**
7. **To correct typographical or other errors in the Industrial Discharge Permit.**

K. Industrial Discharge Permit Revocation

A violation of the conditions of a permit or of this Chapter or of applicable state and federal regulations shall be reason for revocation of such permit by the City. Upon revocation of the permit, any wastewater discharge from the affected industrial user shall be considered prohibited and in violation of this Chapter. Grounds for revocation of a permit include, but are not limited to, the following:

1. **Failure of an industrial user to accurately disclose or report the wastewater constituents and characteristics of their discharge;**
2. **Failure of the industrial user to report significant changes in operations or wastewater constituents and characteristics;**
3. **Refusal of access to the industrial user's premises for the purpose of inspection or monitoring;**
4. **Falsification of records, reports or monitoring results;**
5. **Tampering with monitoring equipment;**
6. **Violation of conditions of the permit;**
7. **Misrepresentation or failure to fully disclose all relevant facts in the Industrial Discharge Permit application;**
8. **Failure to pay fines or penalties;**
9. **Failure to pay sewer charges;**
10. **Failure to pay permit and sampling fees; or**
11. **Failure to meet compliance schedules.**

L. Special Agreements and Contracts

No statement contained in this Chapter shall be construed as prohibiting special written agreements between the City and any industrial user allowing industrial waste of unusual strength or character to be admitted to the POTW system, provided the industrial user compensates the City for any additional costs of treatment. The Director may execute an agreement to exceed the specific limitations contained in Section 13.12.030, C. only if the Director finds that:

1. **Acceptance of the discharge does not adversely affect the wastewater utility nor cause violation of the City's MPDES permit, cause a violation of the General and Specific Prohibitions specified in Section 13.12.030, A. or B., does not cause the City to exceed its approved Maximum Allowable Industrial Loading (MAIL) or applicable federal and state laws; and**
2. **The agreement does not waive compliance with Categorical Pretreatment Standards.**

~~13.12.060~~ Installation of toilets required when

~~The owner(s) of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes, situated within the City and abutting on any street, alley, or right of way in which there is now located or may in the future be located a public sanitary or combined sewer of the City, is required at the owner's(s') expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this chapter, within ninety days after the date of an official notice to do so, provided the City determines that a service line can reasonably be connected to the public sewer. (Ord. 3050; 2010; Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, §13.20.050).~~

13.12.060 Promulgation of Standards

- A. **Upon the promulgation of the Federal Categorical Pretreatment Standard for a particular industrial subcategory, the Federal Standard, if more stringent than limitations imposed by this Chapter for sources in that subcategory, shall immediately supersede the limitations imposed by this Chapter.**
- B. **State requirements and limitations on discharges shall apply in any case where they are more stringent than federal requirements and limitations or those in this Chapter.**

~~13.12.070~~ — ~~Private wastewater disposal connection~~

~~Where a public sanitary or combined sewer is not available under the provisions of Section 13.12.060, the building sewer shall be connected to a private wastewater disposal system complying with the regulations of the City-County Board of Health. (Ord. 3050, 2010; Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, §13.20.150).~~

13.12.070 Sample Collection and Analytical Methods**A. Sample Collection**

Compliance determinations with respect to prohibitions and limitations in this Chapter may be made on the basis of either grab or composite samples of wastewater as specified by the City. Such samples shall be taken at a point or points which the City determines to be suitable for obtaining a representative sample of the discharge. Composite samples may be taken over a twenty-four (24) hour period, or over a longer or shorter time span, as determined by the City to meet specific circumstances.

B. Sample Type

Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, and based on data that is representative of conditions occurring during the reporting period.

1. Except as indicated in subparagraphs 2. and 3. below, the industrial user must collect representative wastewater samples using 24-hour flow proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is required by the City. Where time-proportional composite sampling or grab sampling is authorized by the City, the samples must be representative of the permitted discharge.
2. Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composited samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the City, as appropriate. In addition, grab samples may be required to show compliance with instantaneous local limits, including pH.
3. For sampling required in support of Baseline Monitoring Reports and 90-Day Compliance Reports required in Section 13.12.080, a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organic compounds for facilities for which historical representative sampling data do not exist. Where historical data are available, the City may authorize a lower minimum. For the reports required by Section 13.12.080, the industrial user is required to collect the number of grab samples necessary to assess and assure compliance with applicable Pretreatment Standards and Requirements.

C. Analytical Requirements

All pollutant analysis, including sampling techniques, to be submitted as part of an Industrial Discharge Permit application, report, permit or other analyses required under this Chapter shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto, unless otherwise specified in an applicable Categorical Pretreatment Standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the City or other parties approved by the EPA.

~~13.12.080 — Grease, oil and sand interceptors~~

~~Grease, oil, and sand interceptors shall be provided when, in the opinion of the City, they are necessary for the proper handling of liquid wastes containing floatable grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the City, and shall be located as to be readily and easily accessible for cleaning and inspection. In the maintaining of these interceptors the owner(s) shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates, and the means of disposal which are subject to review by the City. Any removal and hauling of the collected materials not performed by owner's(s') personnel must be performed by currently licensed waste disposal firms. (Ord. 3050, 2010; Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, prior code section 13.20.110).~~

13.12.080 Reporting Requirements**A. Recordkeeping**

1. All industrial users shall retain, and make available for inspection and copying, all records, reports, monitoring or other data, applications, permits and all other information and documentation required by this Chapter including documentation associated with Best Management Practices.
2. Such records shall include for all samples:
 - a. The date, exact place, method, and time of sampling and the names of the person or persons taking the samples;
 - b. The dates analyses were performed;
 - c. Who performed the analyses;
 - d. The analytical techniques/methods used; and
 - e. The results of such analyses.

Industrial users shall retain such records and shall keep such records available for inspection for at least three (3) years. This recordkeeping period shall be extended automatically for the duration of any litigation concerning the industrial user's compliance with any provision of this Chapter, or when the industrial user has been specifically and expressly notified of a longer records retention period by the Director.

B. Confidential Information - Disclosure of Information and Availability to the Public

1. All records, reports, data or other information supplied by any person or industrial user as a result of any disclosure required by this Chapter or information and data from inspections shall be available for public inspection except as otherwise provided in this Section, 40 CFR Section 403.14 and the Montana Open Records Law (Mont. Code Ann. Section 2-6-401 et. seq.).
2. These provisions shall not be applicable to any information designated as a trade secret by the person supplying such information. Materials designated as a trade secret may include but shall not be limited to processes, operations, style of work or apparatus or confidential commercial or statistical data. Any information and data submitted by the industrial user which is desired to be considered a trade secret shall have the words, "Confidential Business Information," stamped on each page containing such information. The industrial user must demonstrate to the satisfaction of the City that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets of the industrial user.

Information designated as a trade secret pursuant to this Section shall remain confidential and shall not be subject to public inspection. Such information shall be available only to officers, employees or authorized representatives of the City charged with implementing and enforcing the

provisions of this Chapter and properly identified representatives of the U.S. Environmental Protection Agency and the Montana Department of Environmental Quality.

Effluent data from any industrial user whether obtained by self-monitoring, monitoring by the City or monitoring by any state or federal agency, shall not be considered a trade secret or otherwise confidential. All such effluent data shall be available for public inspection.

C. Periodic Compliance Reports – All Significant Industrial Users

1. Any industrial user subject to a federal, state, or City Pretreatment Standard or Requirement must, at a frequency determined by the City submit no less than once per six (6) months, unless required more frequently in the permit or by the City, reports indicating the nature, concentration of pollutants in the discharge which are limited by Pretreatment Standards and the average and maximum daily flows for the reporting period. In cases where the Pretreatment Standard requires compliance with a Best Management Practices (BMPs) or pollution prevention alternatives, the industrial user must submit documentation required by the City or the Pretreatment Standard necessary to determine compliance status of the industrial user. All periodic compliance reports must be signed and certified in accordance with Section 13.12.080, J.
2. All wastewater samples must be representative of the industrial user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of an industrial user to keep its monitoring facility in good working order shall not be grounds for the industrial user to claim that the sample results are unrepresentative of its discharge.
3. If an industrial user subject to the reporting requirement in this section monitors any regulated pollutant at the appropriate sampling location more frequently than required by the City, using the methods and procedures prescribed in Section 13.12.070, the results of this monitoring shall be included in the report.
4. The sampling and analyses required for the reporting outlined above may be performed by the City in lieu of the permittee. Where the City itself makes arrangements with the industrial user to collect all the information required for the report, the industrial user will not be required to submit the report.

D. Baseline Monitoring Reports (BMR) – Categorical Industrial Users

1. Within either one hundred eighty (180) days after the effective date of a Categorical Pretreatment Standard, or the final administrative decision on a category determination under 40 CFR Section 403.6(a)(4), whichever is later, existing industrial users currently discharging to or scheduled to discharge to the POTW shall submit to the City a report which contains the information listed in paragraph b. below. At least ninety (90) days prior to commencement of their discharge, New Sources, and sources that become Categorical Industrial Users subsequent to the promulgation of an applicable Categorical Standard, shall submit to the City a report which contains the information listed in paragraph D.2. below. A New Source shall report the method of pretreatment it intends to use to meet applicable Pretreatment Standards. A New Source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged from regulated process streams and other non-process streams.
2. Industrial users described above shall submit the information set forth below.
 - a. All information required in Section 13.12.050, F.
 - b. Measurement of pollutants.
 - 1) The industrial user shall take a minimum of one representative sample to compile the data necessary to comply with the requirements of this paragraph.

- 2) **Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment the industrial user should measure the flows and concentrations necessary to allow use of the combined wastestream formula in 40 Section CFR 403.6(e) in order to evaluate compliance with the Pretreatment Standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR Section 403.6(e) this adjusted limit along with supporting data shall be submitted to the City.**
- 3) **Sampling and analysis shall be performed in accordance with Section 13.12.070.**
- 4) **The City may allow the submission of a BMR which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures.**
- 5) **The BMR shall indicate the time, date, and place of sampling and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant discharges to the POTW.**
- 6) **Signature and Report Certification. All baseline monitoring reports must be signed in accordance with Section 13.12.080 J. and signed by an Authorized Representative as defined in 13.12.020.**

E. 90-Day Compliance Reports – Categorical Industrial Users

1. **New Sources: All New Sources subject to existing Categorical Pretreatment Standards shall submit a report to the City within ninety (90) days from the date of first discharge to the POTW demonstrating actual and continuing compliance with those standards.**
2. **Existing Sources: All Existing Sources required to comply with newly promulgated Categorical Pretreatment Standards shall submit a report to the City within ninety (90) days of the date on which compliance is required with those standards demonstrating that actual and continuing compliance with such standards has been achieved.**
3. **Such 90-day Compliance Report shall contain at a minimum the information required in Section 13.12.050 F. subparagraphs 6, 7, 10, 11, and 12.**

F. 24 Hour Notice and 30 Day Re-sampling

If sampling performed by an industrial user indicates a violation of this Chapter, the industrial user shall notify the City within 24 hours of becoming aware of the violation. The industrial user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the City within thirty (30) days after becoming aware of the violations. The industrial user is not required to resample if the following occurs:

1. **The City performs sampling at the industrial user's facility at a frequency of at least once per month.**
2. **The City performs sampling at the industrial user's facility between the time when the industrial user performs its initial sampling and the time when the industrial user receives the results of this sampling. It is the sole responsibility of the industrial user to verify if the City has performed this sampling.**

G. Slug/Spill Plan

1. **Each industrial user shall provide protection from accidental discharges and slug loads of pollutants regulated under this Chapter. Facilities to prevent the discharge of spills or slug loads shall be provided and maintained at the industrial user's expense.**
2. **The City shall evaluate whether each Significant Industrial User needs a Spill Prevention and Control Plan or other action to control spills and slug discharges. The City may require an industrial user to develop, submit for approval, and implement a Slug/Spill Plan or take such other action that may be necessary to control spills and slug discharges.**
3. **A Slug/Spill Plan shall address, at a minimum, the following:**
 - a. **Detailed plans (schematics) showing facility layout and plumbing representative of operating procedures;**
 - b. **Description of contents and volumes of any process tanks;**
 - c. **Description of discharge practices, including non-routine batch discharges;**
 - d. **Listing of stored chemicals, including location and volumes;**
 - e. **Procedures for immediately notifying the City of any spill or Slug Discharge. It is the responsibility of the industrial user to comply with the reporting requirements in 13.12.080 H.;**
 - f. **Procedures to prevent adverse impact from any accidental or Slug Discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response; and**
 - g. **Any other information as required by the City.**
4. **Notice to employees. A notice shall be permanently posted on the industrial user's bulletin board or other prominent place advising employees who to call in the event of an accidental or slug discharge. Employers shall ensure that all employees who work in any area where an accidental or slug discharge may occur or originate are advised of the emergency notification procedures.**

H. Reports of Potential Problems – Slug and Spills

1. **In the case of any discharge, including, but not limited to, spills, accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, a slug discharge or a discharge that may cause potential problems for the POTW, the industrial user shall immediately telephone and notify the City of the incident. This notification shall include:**
 - a. **Name of the facility**
 - b. **Location of the facility**
 - c. **Name of the caller**
 - d. **Date and time of the discharge**
 - e. **Date and time discharge was halted**
 - f. **Location of the discharge**
 - g. **Estimated volume of the discharge**
 - h. **Estimated concentration of pollutants in the discharge**
 - i. **Corrective actions taken to halt the discharge**
 - j. **Method of disposal, if applicable**

2. **Within five (5) working days following such discharge, the industrial user shall, unless waived by the City, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the industrial user to prevent similar future occurrences. Such notification shall not relieve the industrial user of any expense, loss, damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the industrial user of any fines, penalties, or other liability which may be imposed pursuant to this Chapter.**

I. Reports for Non-Significant Industrial Users

The City may require any Non-Significant Industrial User of the POTW to submit reports as necessary to carry out the provisions of this Chapter, independent of whether or not the industrial user has applied for or obtained a wastewater discharge permit as specified in 13.12.050 D.

J. Signatory Certification

All reports and other submittals required to be submitted to the City shall include the following statement and signatory requirements:

1. **The Authorized Representative of the industrial user signing any application, questionnaire, report or other information required to be submitted to the City must sign and attach the following certification statement with each such report or information submitted to the City:**

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or the persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and imprisonment for knowing violations."

2. **If the Authorized Representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental matters for the company, a new authorization satisfying the requirements provided in the definition of Authorized Representative of the Industrial User (Section 13.12.010) must be submitted to the City prior to or together with any reports to be signed by an authorized representative.**

K. Compliance Schedules

Should any schedule of compliance be established in accordance with the requirements of this Chapter, the following conditions shall apply to such schedule:

1. **The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the industrial user to meet the applicable Categorical Pretreatment Standards (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.);**
2. **No increment referred to above shall exceed nine (9) months;**
3. **Not later than fourteen (14) days following each date in the schedule and the final date for compliance, the industrial user shall submit a progress report to the City including, at a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the industrial user to return the construction to the schedule established. In no event shall more than nine (9) months elapse between such progress reports to the City.**

L. Change in Discharge or Operations

Every Significant Industrial User shall file a notification to the City a minimum of fourteen (14) days prior to any planned significant change in operations or wastewater characteristics. A significant change shall be a change equal to or greater than twenty (20) percent in the mass of a pollutant or volume of flow discharged to the POTW. In addition, this notification shall include changes to:

1. Adding or removing processing, manufacturing or other production operations.
2. New substances used which may be discharged.
3. Changes in the listed or characteristic hazardous waste for which the industrial user has submitted or is required to submit information to the City as required by paragraph M. below, this Chapter and 40 CFR Section 403.12 (p) as amended.

M. Notification of the Discharge of Hazardous Waste

1. Any industrial user shall notify the City, in writing, of any discharge into the POTW of a substance which, if otherwise disposed of, would be hazardous waste under 40 CFR Part 261. Such notification to the City shall be made within the appropriate time frames specified in Section 13.12.080 paragraphs F, H, and L.

Such notification must include:

- a. The name of the hazardous waste as set forth 40 CFR Part 261;
 - b. The EPA hazardous waste number;
 - c. The type of discharge (continuous, batch, or other).
 - d. An identification of the hazardous constituents contained in the wastes;
 - e. An estimation of the mass and concentration of such constituents in the wastestream discharged during that calendar month;
 - f. An estimation of the mass of constituents in the wastestream expected to be discharged during the following twelve (12) months;
 - g. Certification that the industrial user has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical; and
 - h. Signatory certification as required by Section 13.12.080 J.
2. Any industrial user shall notify the EPA Regional Waste Management Division Director, and state hazardous waste authorities, in writing, of the discharge into the POTW of a substance which, if otherwise disposed of, would be hazardous waste under 40 CFR Part 261 and meets the reporting criteria specified at 40 CFR 403.12(p). Notification to the State and EPA is the responsibility of the industrial user and shall be made as required under 40 CFR §403.12(p). The industrial user shall copy the City on all notifications made to the State and EPA.
 3. This provision does not create a right to discharge any substance not otherwise allowed to be discharged by this Chapter, a permit issued hereunder, or any applicable federal or state law.

~~13.12.090 Industrial wastewater monitoring facility requirements~~

~~When required by the City, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable structure, control manhole or monitoring facility together with such necessary meters and other~~

~~appurtenances in the building sewer to facilitate observation, sampling, and measurement of the wastes by the owner and the City. Such structure, when required, shall be constructed in accordance with plans approved by the City, shall be installed by the owner at the owner's expense, and shall be maintained by the owner so as to be safe, accessible and in proper operating conditions at all times. (Ord. 3050, 2010; Ord. 2386 Exh. A (part), 1985, §13.20.130).~~

13.12.090 Sector Control Programs

A. General Requirements

1. Authority

The City may establish specific sector control programs for industrial users to control specific pollutants as necessary to meet the objectives of this Chapter. Pollutants subject to these sector control programs shall generally be controlled using Best Management Practices (BMPs) or by permits as determined by the City. These sector control programs shall not limit the City's authority to inspect, sample, require reports, enforce or otherwise carry out its responsibility under this Chapter.

2. Notification to the City by the Industrial User and Management Review

The City shall review new construction and existing facilities undergoing any physical change, change in ownership, change in operations, or other change that could affect the nature, properties, or volume of wastewater discharge, to ensure that current sector control program requirements are incorporated and implemented.

3. When a sector control program is adopted, the industrial users covered by that sector control program shall inform the City prior to:

- a. **Sale or transfer of ownership of the business; or**
- b. **Change in the trade name under which the business is operated; or**
- c. **Change in the nature of the services provided that affect the potential to discharge sector control program pollutants; or**
- d. **Remodeling of the facility that may result in an increase in flow or pollutant loading or that otherwise requires the facility to submit plans or specifications for approval through a building or zoning department, or any other formal approval process of a city, county, or other jurisdiction.**

4. Closure

The City may require closure of plumbing, treatment devices, storage components, containments, or other such physical structures that are no longer required for their intended purpose. Closure may include the removal of equipment, the filling in and/or cementing, capping, plugging, etc.

5. Variance

A variance as to the requirements to install a grease interceptor or sand/oil separator may be granted by the City for good cause. The facility has the burden of proof of demonstrating through data and other information why a variance should be granted. In no case shall a variance result in violation of any requirement or effluent limit specified in this Chapter applicable to the discharge. The granting of any variance shall be at the sole discretion of the City.

If a variance is granted, the facility shall institute Best Management Practices and other mitigation measures as specified by the City. These BMPs may include, but not be limited to:

- a. **Provide quarterly cleaning of its private service line to prevent the buildup of oil, grease and solids;**
- b. **Submit records of this cleaning to the City within fifteen (15) days of each sewer line cleaning;**
- c. **Pay the costs incurred by the City for accelerated sewer line cleaning on the City's sewer line providing service to the facility, costs to the City for treating the excess strength waste and any costs for sampling and analysis. The City believes that these costs will be comparable to costs incurred by a user that installs and maintains grease interceptors or oil/sand separators.**

6. Enforcement and Compliance

- a. **These requirements form a part of this Chapter. Enforcement of this regulation is governed by the express terms herein and the enforcement provisions of Section 13.12.100.**
- b. **Any costs incurred by the City due to interference, damage, Pass Through, or maintenance necessary in the treatment and/or collection system shall be paid by the industrial user to the City. The direct costs of all labor, equipment and materials incurred in rectifying the interference or damage, including reasonable attorneys fees, shall be billed directly to the owner or the industrial user by the City, and such costs shall become part of the total charges due and owing to the City and shall constitute a lien on the industrial user until paid in full.**

B. Trucked and Hauled Wastes

1. General Requirements

The requirements established in this Section shall apply to persons and operators of companies who discharge trucked and hauled waste at the POTW, including any discharge that enters the City's sewer system.

2. Control Requirements

- a. **Discharge Permits. No person or company shall discharge trucked or hauled wastes into any sewer system or treatment works until a discharge permit has been obtained. Such discharge permits will only be issued for the discharge of wastes from septic tanks, grease traps, privies, and sewer cleanings, and for the discharge of other non-hazardous materials and wastes which can be effectively and efficiently treated by the City wastewater treatment works.**

Individuals or companies desiring to discharge such wastes to the system shall file an application with the Director for a discharge permit. Discharge permits are not transferable to another vehicle or owner. Discharge permit application forms may be obtained by writing or calling the Public Works Department, City of Great Falls. Vehicles for which a permit has been issued must display such permit in a window of the vehicle during the discharge of wastes to the system such that it can be seen from the outside of the vehicle and will not obstruct the view of the driver of the vehicle.

- b. **Vehicle Maintenance/Operations**

The permittee shall:

- 1) **Maintain tanks, pumps, valves, hoses, racks, cylinders, diaphragms, pipes, connections, and other appurtenances on a vehicle in good repair and free from leaks;**

- 2) **Provide a safety plug or cap for each tank;**
 - 3) **Ensure that the vehicle exterior is clean at the beginning of each work day (prior to entry to the POTW);**
 - 4) **Clean the inside of tanks to ensure that non-permitted residual wastes are not left in the tank and allowed to mix with permitted wastes;**
 - 5) **Ensure that tanks are an integral part of a vehicle to transport liquid waste. Portable tanks or other containers temporarily installed in vehicles are prohibited (unless prior approval is obtained from the City, e.g. portable toilets);**
 - 6) **Piping, valves, and connectors (excluding the discharge hose) shall be permanently attached to tank and/or vehicle;**
 - 7) **Tanks must be liquid tight and tanks constructed so that every interior and exterior portion can be easily cleaned;**
 - 8) **Opening of tank to be constructed so that collected waste will not spill during filling, transfer, transport or disposal;**
 - 9) **Outlet connections to be constructed so that no liquid waste will leak, run, or spill out from the vehicle;**
 - 10) **Outlets to be of a design and type suitable for the liquid waste handled and capable of controlling flow or discharge without spillage and undue spray on or flooding of immediate surroundings while in use; and**
 - 11) **Pumps, valves, cylinders, diaphragms, and other appurtenances to be of a design and type suitable for the type of waste handled, capable of operation without spillage, spray, or leakage, and capable of being easily disassembled for cleaning.**
- c. **Discharge Permit Renewal. Discharge permits for discharge of wastes shall be issued for a specified time period, not to exceed five (5) years. The permittee shall apply for permit renewal a minimum of ninety (90) days prior to the expiration of the permittee's existing permit. Applications for such permit renewals for each vehicle may be obtained from the Director. If the renewal application is not received within the allotted time, the discharge permit will expire on the existing permit's expiration date. Once a permit has expired, discharge of trucked and hauled waste by the vehicle is prohibited.**
- d. **Permit Suspension and Revocation. Any discharge or vehicle permit(s) issued in accordance with this Chapter will be subject to suspension or revocation by the City, at its discretion, for failure to submit accurate reports, failure to submit timely reports, failure to pay proper charges, failure to maintain the vehicle as required, failure to discharge at authorized disposal site(s), failure to meet sanitation standards, discharging of industrial sludges or other unacceptable wastes into the system, for any other infraction of this Chapter, or if the Director determines it is necessary to protect the City's facilities. The permittee shall maintain valid and current registrations, permits, and licenses as required by any local, State or federal regulation or requirement.**
- e. **Reports. The person or company discharging trucked and hauled wastes shall provide a signed Hauled Waste Manifest to the City with each load that disposal is permitted. Copies of the Hauled Waste Manifest may be obtained from the Director. The City shall not allow the discharge of any trucked and hauled wastes to the POTW without a**

completed and signed Hauled Waste Manifest. Failure to provide a complete and accurate Hauled Waste Manifest shall result in suspension and/or revocation of the discharge permit, forfeiture of the performance bond and possible enforcement action by the City.

- f. **Authorized Disposal Site(s).** Only those disposal site(s) authorized in the permit shall receive trucked and hauled waste. Disposal of trucked and hauled wastes at sites other than those allowed by permit is prohibited and a violation of this Chapter.
- g. **Sanitation and Safety Standards.** Each permittee who discharges wastes to the system shall be responsible for the cleanliness and safety practices at the points of disposal. It shall be the responsibility of the permittee to discharge wastes in such a manner as to keep the area clean and free from spills or other debris. Any spills shall be promptly cleaned up. The permittee is also responsible for keeping his vehicle and related facilities clean and in good repair while being used for disposal to the POTW. These sanitary and safety practices shall be carried out in a manner acceptable to the City and to appropriate health departments. Failure to comply with these sanitation and safety standards shall be grounds for revocation of the permit.
- h. **Quality of Wastes.** Wastes discharged to the System under a permit granted by this Chapter shall be representative of what the permittee disclosed in the permit application and conform to any local, state or federal standards or requirements. The permittee consents to the City's right to sample and analyze the contents of any vehicle utilizing the POTW for the discharge of wastes and charge the user for such sampling and analytical costs. The purpose of such sampling and analysis will be to determine conformance with this Chapter, the permit and any local, state or federal regulation. It shall be the responsibility of the permittee's driver to assist in sample collection as directed by the City.
- i. **Performance Bond.** The City may decline to issue or reissue a discharge permit to any user who has failed to comply with any provision of this Chapter, a previous discharge permit, or any applicable Pretreatment Standard or Requirement, unless such user first files a satisfactory bond, payable to the City of Great Falls, in a sum not to exceed a value determined by the City to be necessary to achieve consistent compliance. All trucked and hauled waste haulers shall be bonded in an amount of at least twenty-five thousand dollars (\$25,000.00), indemnifying the public against damages sustained by any reason; any spill, dumping or discharge of any liquid waste, hazardous waste, or incompatible waste within the jurisdictional limits of the City. Proof of bonding shall be provided to the City at time of permit application.

13.12.100 Requirement for pretreatment facilities

~~Any property owner, or sewer user violating the provisions of this section shall, upon notice by the City, immediately install such pretreatment facilities through separators, traps, and/or chemical, physical, or biochemical processes as will make and assure that the sewage contributed from such property or premises will meet the requirements of this chapter. (Ord. 3050, 2010; Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, §13.20.142).~~

13.12.100 Compliance and Enforcement

A. Enforcement Response Plan

The City may adopt policies and procedures as set forth in the City's Enforcement Response Plan for carrying out the provisions of this Chapter, provided that such policies and procedures are not in conflict with this Chapter or any applicable state or federal law or regulation.

B. Publication of Industrial Users in Significant Noncompliance

The City shall publish annually, in a newspaper of general circulation that provides meaningful public notice within the jurisdictions served by the POTW, a list of the Significant Industrial Users which, at any time during the previous twelve (12) months, were in Significant Noncompliance as defined in Section 13.12.010 with

applicable Pretreatment Standards and Requirements. In addition, any industrial user found to be in Significant Noncompliance with paragraphs 3, 4, or 8 as shown in the definition of Significant Non-Compliance found at Section 13.12.010 shall also be published in the newspaper.

C. Administrative Enforcement Actions

1. Notice of Violation (NOV)

When the City finds that an industrial user has violated, or continues to violate, any provision of this Chapter, an Industrial Discharge Permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the City may serve upon the industrial user a written Notice of violation. Within five (5) working days of the receipt of such notice, an explanation of the violation and a plan for the satisfactory correction or prevention thereof, to include specific required actions, shall be submitted by the industrial user to the City. The industrial user may also request a meeting with the Director to present further information and explanation. Submission of such a plan in no way relieves the industrial user of liability for any violations occurring before or after receipt of the Notice of Violation. Nothing in this section shall limit the authority of the City to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation.

2. Suspension of Service

The City, through the Director of Public Works, may suspend water service and/or wastewater treatment service and/or revoke an Industrial Discharge Permit (Section 13.12.050 K.) when such revocation is necessary in the opinion of the Director, in order to stop an actual or threatened discharge which presents or may present an imminent or substantial endangerment to the health or welfare of persons, the environment, causes Pass Through or Interference or causes the City to violate any condition of its MPDES Permit.

Any person notified of a suspension of the water service and/or wastewater treatment service and/or the Industrial Discharge Permit shall immediately stop or eliminate the contribution. In the event of a failure of the person to comply voluntarily with the suspension order, the City shall take such steps as deemed necessary including immediate severance of the sewer connection, to prevent or minimize damage to the POTW system or endangerment to individuals or the environment. The City may reinstate the Industrial Discharge Permit, water service and/or the wastewater treatment service upon proof of the elimination of the non-complying discharge.

3. Administrative Compliance Order

When the City finds that an industrial user has violated, or continues to violate, any provision of this Chapter, an Industrial Discharge Permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the City may issue an order to the industrial user responsible for the discharge directing that the industrial user come into compliance within a specific time. If the industrial user does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a Pretreatment Standard or Requirement, nor does a compliance order relieve the industrial user of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the industrial user.

4. Consent Orders

The City may enter into Consent Orders, assurances of compliance, or other similar documents establishing an agreement with any industrial user responsible for noncompliance. Such documents shall include specific actions to be taken by the industrial user to correct the

noncompliance within a time period specified by the document. A consent order may include penalties, supplemental environmental projects, or other conditions and requirements as agreed to by the City and the industrial user.

5. Show Cause Hearing

- a. The City may order any industrial user who causes or allows an unauthorized discharge to enter the POTW to show cause before an ad hoc committee appointed by the City Manager why the proposed enforcement action should not be taken. A notice shall be served on the industrial user specifying the time and place of a hearing to be held by the ad hoc committee regarding the violation, the reasons why the proposed action is to be taken, and directing the industrial user to show cause before the ad hoc committee why the proposed enforcement action should not be taken. The notice of the hearing shall be served personally or be registered or certified mail (return receipt requested) at least ten (10) days before the hearing. Service may be made on any agent or officer of a corporation or other Authorized Representative of the Industrial User.**
- b. At any hearing held pursuant to the Chapter, testimony taken must be under oath and recorded. The transcript of testimony will be made available to any member of the public and any party to the hearing upon payment of charges for the preparation thereof. The hearing may be suspended or continued at the discretion of the presiding officer, provided that all evidence is received and the hearing is closed within sixty (60) days after it is commenced.**
- c. After the ad hoc committee has reviewed the evidence, it shall issue an order to the industrial user responsible for the discharge directing that, following a specified time period, the sewer service be discontinued unless adequate treatment facilities, devices or other related appurtenances shall have been installed or existing treatment facilities, devices or other related appurtenances are properly operated. Further orders and directives as are necessary and appropriate to correct the violation may be issued.**

6. Administrative Fines

- a. When the City finds that an industrial user has violated, or continues to violate, any provision of this Chapter, an Industrial Discharge Permit, or order issued hereunder, or any other Pretreatment Standard or requirement, the City may fine such industrial user in an amount not to exceed \$1,000 per day per violation. Such fines shall be assessed on a per-violation, per day basis. In the case of monthly or other long-term average discharge limits, fines shall be assessed for each day during the period of violation.**
- b. A lien against the industrial user's property shall be sought for unpaid charges, fines, and penalties.**
- c. Industrial users desiring to appeal such fines must file a written request for the City to reconsider the fine along with full payment of the fine amount within fifteen (15) days of being notified of the fine. Such notice or appeal shall set forth the nature of the order or determination being appealed, the date of such order or determination, the reason for the appeal, and request a hearing pursuant to procedures outlined in Section 13.12.100, C.5.**
- d. Issuance of an administrative fine shall not be a bar against, or prerequisite for, taking any other action against the industrial user.**

D. Judicial Enforcement Remedies

1. Injunctive Relief

When the City finds that an industrial user has violated, or continues to violate, any provision of this Chapter, an Industrial Discharge Permit, or order issued hereunder, or any other Pretreatment Standard or requirement, the City may petition the District Court for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the Industrial Discharge Permit, order, or other requirement imposed by this Chapter on activities of the industrial user. The City may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the industrial user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against an industrial user.

2. Civil Penalties

- a. An industrial user who has violated, or continues to violate, any provision of this Chapter, an Industrial Discharge Permit, or order issued hereunder, or any other Pretreatment Standard or requirement shall be liable to the City for a maximum civil penalty not to exceed \$1,000 per day per violation. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of violation.
- b. The City may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City.
- c. In determining the amount of civil liability, the Court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the industrial user's violation, corrective actions by the industrial user, the compliance history of the industrial user, and any other factor as justice requires.
- d. Actions for civil penalties shall be civil actions brought in the name of the City. The City must prove alleged violations by a preponderance of the evidence.
- e. Filing a suit for civil penalties shall not be bar against, or a prerequisite for, taking any other action against an industrial user.

3. Civil Fine Pass Through

In the event that an industrial user discharges such pollutants which cause the City to violate any condition of its MPDES permit and the City is fined by the EPA or the State for such violation, then such industrial user shall be fully liable for the total amount of the fine and/or supplemental environmental project that results from such action by the EPA and/or the State.

4. Criminal Prosecution

An industrial user who purposely, knowingly or negligently violates any provision of this Chapter or willfully, negligently introduces any substance into the POTW which causes personal injury or property damage or knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed or required to be maintained pursuant to an Industrial Discharge Permit or order issued hereunder, or any other Pretreatment Standard or requirement, shall, upon conviction, be guilty of a misdemeanor, punishable by a fine not to exceed \$1,000 per day per violation and be subject to imprisonment for not more than six (6) months, or both. In addition, these penalties may be sought for any person who maliciously, willfully, or negligently breaks, destroys, uncovers, defaces, tampers with, or otherwise destroys, or who prevents access to, any structure, appurtenance or equipment, or any part of the POTW.

E. Remedies Nonexclusive

The remedies provided for in this Chapter are not exclusive of any other remedies that the City may have under the provisions of Montana law. The City may take any, all, or any combination of these actions against a noncompliant industrial user. Enforcement of pretreatment violations will generally be in accordance with the Enforcement Response Plan. However, the City may take other action against any industrial user when the circumstances warrant and may take more than one enforcement action against any noncompliant industrial user.

F. Public Nuisance

Any violation of this Chapter, a wastewater discharge permit, or any order issued pursuant to this Chapter, is hereby declared a public nuisance and may be corrected or abated by the Director or his designee. Any person creating such a public nuisance may be subject to the provisions of the Great Falls Municipal Code governing nuisances, including the provisions requiring reimbursement to the City for its costs of abatement. Action taken by the City to abate any nuisance shall not be a bar to criminal or other civil enforcement of this Code. The Director may initiate, on behalf of the City, an action in any court of competent jurisdiction concerning the abatement of any public nuisance created or caused by a violation of this Chapter. In any such action, the Director may request any legal or equitable relief, including injunctive relief and civil damages, as provided by applicable law.

~~13.12.110 — Maintenance of pretreatment facilities~~

~~Where pretreatment or flow equalizing facilities are provided or required for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner(s) at the owner's expense. (Ord. 3050, 2010; Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, §13.20.120).~~

13.12.110 Affirmative Defenses to Discharge Violations**A. Prohibited Discharge Standards**

An industrial user shall have an affirmative defense to an enforcement action brought against it for noncompliance with the general and specific prohibitions in Section 13.12.030 if it can prove that it did not know, or have reason to know, that its discharge, alone or in conjunction with discharges from other sources, would cause Pass Through or Interference and that either:

1. A local limit exists for each pollutant discharged and the industrial user was in compliance with each limit directly prior to, and during, the Pass Through or Interference; or
2. No local limit exists, but the discharge did not change substantially in nature or constituents from the industrial user's prior discharge when the City was regularly in compliance with its MPDES permit, and in the case of Interference, was in compliance with applicable sludge use or disposal requirements, or
3. The industrial user disclosed the pollutants causing the violation in the Wastewater Permit Application.

B. Upset Provisions

1. For the purposes of this Section, Upset means an exceptional incident in which there is unintentional and temporary noncompliance with categorical Pretreatment Standards because of factors beyond the reasonable control of the industrial user. n Upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
2. Effect of an upset. An Upset shall constitute an affirmative defense to an action brought for noncompliance with categorical Pretreatment Standards if the requirements of paragraph 3. are met.

3. **Conditions necessary for a demonstration of upset. An Industrial User who wishes to establish the affirmative defense of Upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:**
 - (a) **An Upset occurred and the industrial user can identify the cause(s) of the Upset;**
 - (b) **The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures;**
 - (c) **The industrial user has submitted the following information to the Director within twenty-four (24) hours of becoming aware of the Upset (if this information is provided orally, a written submission must be provided within five (5) days):**
 - (i) **A description of the Indirect Discharge and cause of noncompliance;**
 - (ii) **The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue;**
 - (iii) **Steps being taken and/or planned to reduce, eliminate and prevent recurrence of the noncompliance.**
4. **Burden of proof. In any enforcement proceeding the industrial user seeking to establish the occurrence of an Upset shall have the burden of proof.**
5. **User responsibility in case of Upset. The industrial user shall control production of all discharges to the extent necessary to maintain compliance with Categorical Pretreatment Standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost or fails.**

C. Bypass

1. **For the purposes of this section:**
 - a. **Bypass means the intentional diversion of wastestreams from any portion of an industrial user's treatment facility.**
 - b. **Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.**
2. **Bypass not violating applicable Pretreatment Standards or requirements. An industrial user may allow any bypass to occur which does not cause Pretreatment Standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of paragraphs 3. and 4. of this section but are reportable under Section 13.12.080 L.**
3. **Notice**
 - a. **If an industrial user knows in advance of the need for a bypass, it shall submit prior notice to the Director, if possible, at least ten (10) days before the date of the bypass.**
 - b. **An industrial user shall submit oral notice of an unanticipated bypass that exceeds applicable Pretreatment Standards to the Director within twenty four (24) hours from the time the industrial user becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the industrial user becomes aware of**

the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The Director may waive the written report on a case-by-case basis if the oral report has been received within twenty four (24) hours.

4. Prohibition of Bypass.

- a. Bypass is prohibited, and the Director may take enforcement action against an industrial user for a bypass, unless;**
- 1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;**
 - 2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance; and**
 - 3) The industrial user submitted notices as required under paragraph 3. of this Section.**
- b. The Director may approve an anticipated bypass, after considering its adverse effects, if the Director determines that it will meet the three (3) conditions listed in paragraph 4.a. of this Section.**

~~13.12.120 Wastewater analysis standards~~

~~All analyses shall be performed in accordance with procedures established by the EPA pursuant to Section 304(h) of the Act and contained in 40 CFR part 136 and amendments thereto or with any other test procedures approved by the EPA. Sampling shall be performed in accordance with the techniques approved by EPA. Where 40 CFR Part 136 does not include sampling or analytical techniques for the pollutants in question, or where EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed using validated analytical methods or any other sampling and analytical procedures, including procedures suggested by the City or other parties, approved by EPA. Samples shall be taken at the monitoring facility provided. (Ord. 3050, 2010; Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, §13.20.140).~~

13.12.120 Program Cost Recovery

The City may recover the costs to the City of implementing the program established by this Chapter and adopt charges and fees, including, but not limited to the following:

- A. Fees for monitoring, inspection and surveillance activities;**
- B. Fees for reviewing accidental discharge procedures and construction;**
- C. Fees for permit applications;**
- D. Fees for filing appeals and other legal expenses;**
- E. Fees for consistent removal by the City of pollutants as allowed under 40 CFR Section 403.7;**
- F. Such other fees as the City may deem necessary to administer and enforce the requirements contained herein.**

~~13.12.130~~ — Special agreements and requirements

~~No statement contained in this chapter shall be construed as preventing any special agreement or arrangement between the City and any industrial user whereby an industrial waste of unusual strength or character may be accepted by the City for treatment, subject to payment therefore by the industrial user, except that no agreement will relieve the industrial user of obligation under pretreatment regulations 40 CFR Part 403 or any promulgated categorical pretreatment standards. (Ord. 3050, 2010; Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, §13.20.141).~~

Chapter 14

GENERAL DISCHARGE PROHIBITIONS

Sections:

- 13.14.010 — Discharging wastewater into natural outlet
- 13.14.020 — Discharging stormwaters and groundwaters into sanitary sewers prohibited
- 13.14.030 — Stormwater to be discharged into designated sewers
- 13.14.040 — Materials unlawful to discharge into sewer
- 13.14.050 — Mass limitations prohibitions and amendments
- 13.14.060 — Treatment of materials discharged to the POTW
- 13.14.070 — Accidental discharge prohibitions
- 13.14.080 — Disposal of hauled wastes
- 13.14.090 — Control of slug discharges

13.14.010 — Discharging wastewater into natural outlet

It is unlawful to discharge into any natural outlet within the City, or in any area under the jurisdiction of the City, any wastewater or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this chapter. (Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, §13.20.030).

13.14.020 — Discharging stormwaters and groundwaters into sanitary sewers

No person(s) shall discharge or cause to be discharged any unpolluted waters such as storm water, surface water, ground water, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters into any sanitary sewer. (Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, §13.20.060).

13.14.030 — Stormwater to be discharged into designated sewers

Storm water and all other unpolluted drainage shall be discharged to sewers that are specifically designated as storm sewers or to a natural outlet approved by the City, provided all applicable State of Montana, Department of Health and Environmental Sciences and Environmental Protection Agency regulatory requirements are satisfied. (Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, §13.20.070).

13.14.040 — Materials unlawful to discharge into sewer

No discharger shall discharge or cause to be discharged any of the following described substances, waters or wastes into any public sewer or the wastewater disposal system:

- A. Any liquids, solids, or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion hazard, or be injurious in any other way to the POTW or to the operation of the POTW. At no time shall two successive readings on an explosion hazard meter, at the point of discharge into the system (or at any point in the system), be more than five percent nor any single reading over ten percent of the lower explosive limit (LEL) of the meter. Prohibited materials include, but are not limited to: gasoline, kerosene, naphtha, benzene, peroxides, chlorates, perchlorates, bromates, carbides, hydrides, sulfides, any substance with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees centigrade as determined using the test methods specified in 40 CFR 261.21 and any other substances which are a fire hazard or a hazard to the system.
- B. Any waters or wastes containing toxic or poisonous solids, liquids, or gases, in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters.
- C. Any waters or wastes having a Ph lower than 5.5 or higher than 9.0 or having any other corrosive property which reasonably could be hazardous to structures, equipment, or personnel of the City, such as, but not limited to, battery or plating acids and wastes, copper sulfate, chromium salts and compounds, or salt brine. Any waters or wastes containing strong acid iron pickling wastes, or concentrated plating solutions whether neutralized or not, shall be prohibited from discharge to the wastewater treatment plant.
- D. Solid or viscous substances capable of causing obstruction to flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, spent lime, stone or marble dust, grass clippings, spent grains, spent hops, wastepaper, asphalt residues, residues from refining or processing of fuel or lubricating oil, glass grinding or polishing wastes, animal hides, feathers, tar, plastics, wood, underground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, disposable diapers, etc. either whole or ground by garbage grinders. The following limits and restrictions shall also apply:

1. ~~Any water or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred mg/l or containing substances which may solidify or become viscous at temperatures between thirty two degrees Fahrenheit or zero degrees centigrade and one hundred fifty degrees Fahrenheit or sixty five degrees centigrade.~~
 2. ~~Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three fourths horsepower (0.76 hp metric) or greater shall be subject to review and approval by the City. Garbage grinders may be connected to sanitary sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments, or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers.~~
- E. ~~Any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction, to injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, or to exceed the limitation promulgated in the EPA Categorical Pretreatment Standards (40 CFR, Subchapter N, Parts 400-471). A toxic pollutant shall include, but not be limited to, any toxic pollutant identified in the EPA List of 126 Priority Pollutants.~~
- F. ~~Any water or wastes which, either singly or by interaction, may result in the presence of toxic gases, vapors or fumes within the POTW in a quantity that may cause acute worker health and safety problems.~~
- G. ~~Any substance which may cause the POTW's effluent or treatment residues, sludges, or scums, to be unsuitable for reclamation and reuse or to interfere with the reclamation process. (In no case, shall a substance discharged to the POTW cause the POTW to be in noncompliance with sludge use or disposal criteria, guidelines or regulations developed under Section 405 of the Act; any criteria, guidelines, or regulations affecting sludge use and disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, Resource Conservation and Recovery Act, or State standards applicable to the sludge management method.)~~
- H. ~~Any liquid or vapor having a temperature higher than one hundred fifty degrees Fahrenheit (sixty five degrees centigrade) or containing heat in amounts which will inhibit biological activity in the POTW resulting in interference, but in no case heat in such quantities that the temperature of the wastewater influent at the treatment plant exceeds one hundred four degrees Fahrenheit (forty degrees centigrade). If, in the opinion of the City, lower temperatures of such wastes could harm either the sewers, sewage treatment process, or equipment; have an adverse effect on the receiving streams or otherwise endanger life, health, or property; or constitute a nuisance, the City may prohibit such discharges.~~
- I. ~~Wastewater containing more than twenty five milligrams per liter of petroleum oil, non biodegradable cutting oils, or product of mineral oil origin.~~
- J. ~~Any waters or wastes containing iron, chromium, copper, zinc, and similar objectionable or toxic substances; or wastes exerting any excessive chlorine requirement, to such degree that any such material received in the composite sewage at the sewage treatment works exceeds the limits established by the City for such materials.~~
- K. ~~Any waters or wastes containing phenols or other taste or odor producing substances, in such concentrations exceeding limits which may be established by the City as necessary, after treatment of the composite sewage, to meet the requirements of the State, federal, or other public agencies of jurisdiction for such discharge to the receiving waters.~~
- L. ~~Any waters, wastes, or materials which exert or cause excessive or objectionable discoloration, such as, but not limited to, dye wastes and vegetable tanning solutions.~~
- M. ~~Any radioactive wastes or isotopes of such half life or concentration as may exceed limits established by the City in compliance with applicable State or federal regulations.~~
- N. ~~Any unusual volume of flow or concentrations of wastes defined as slug loads or other pollutants (including oxygen-demanding pollutants – BOD, etc.) released in a single extraordinary discharge episode of such volume or strength as to cause interference to the POTW. The following limits shall not be exceeded:~~
 1. ~~Wastes containing standard five day biochemical oxygen demand greater than one hundred pounds in any one day unless otherwise approved by the City;~~
 2. ~~Wastes containing more than one hundred pounds of suspended solids in any one day unless otherwise approved by the City;~~
 3. ~~A flow of twenty five thousand gallons or more per average work day unless otherwise approved by the City;~~
 4. ~~Chlorine demand of more than twenty mg/l unless otherwise approved by the City;~~
 5. ~~Wastewater at a flow rate and/or pollutant discharge rate which is excessive over relatively short time periods so that there is a treatment process upset and subsequent loss of treatment efficiency.~~
- O. ~~Waters or wastes which, alone or in combination with other waters or wastes, are a cause of interference or pass through as defined elsewhere in this chapter.~~
- P. ~~Any water or wastes which, either singly or by interaction with other water or wastes, release obnoxious gases, form suspended solids which interfere with the collection system, create a condition deleterious to structures and treatment processes, cause a hazard to human life or create a public nuisance. (Ord. 2645, 1993; Ord. 2601 §§ 2, 3, 1991, §13.20.080; Ord. 2531 §§ 3-5, 1989; Ord. 2386 Exh. A (part)1985).~~

13.14.050 — Mass limitations, prohibitions and amendments

The City may impose mass limitations on discharges which are using dilution to meet the pretreatment standards or requirements of this chapter, or in other cases where imposition of mass limitations is deemed appropriate by the City. No discharger shall increase the use of potable or process water in any way for the purpose of diluting a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the standards set forth in this chapter. The City reserves the right to amend this chapter to provide for more stringent limitations or requirements on dischargers to the POTW where deemed necessary to comply with the objectives set forth in this chapter, or is required by changes in the local, State or Federal discharge standards, whichever is more stringent. (Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, §13.20.090).

13.14.060 — Treatment of materials discharged to the POTW

If any waters or wastes are discharged or are proposed to be discharged to the public sewers, which exceed or violate the limitations of this section, the City may:

- A. Reject the wastes;
- B. Require pretreatment to an acceptable condition for discharge to the public sewers;
- C. Require control over the quantities and rates of discharge;
- D. Require payment to cover added cost of handling and treating the wastes not covered by existing taxes or sewer charges. If the City permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the City and subject to the requirements of all applicable codes, ordinances, and laws; and/or
- E. Seek enforcement and legal remedies contained in this chapter for violations of the limitations and provisions of this chapter. (Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, §13.20.100).

13.14.070 — Accidental discharge prohibitions

Each discharger shall provide protection from accidental discharge of prohibited or regulated materials or substances established by this chapter. Where necessary, facilities to prevent accidental discharge of prohibited materials shall be provided and maintained at the discharger's cost and expense. As required by the City, detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the City for review, and shall be approved by the City before construction of the facility. As required by the City, each existing discharger shall complete its plan and submit same to the City within thirty days after formal adoption of the ordinance codified in this chapter. No discharger who discharges to the POTW after the aforesaid date shall be permitted to introduce pollutants into the system until accidental discharge protection procedures have been approved by the City. Review and approval of such plans and operating procedures by the City shall not relieve the discharger from the responsibility to modify its facility as necessary to meet the requirements of this chapter.

Dischargers shall notify the City immediately, followed by a written report within five days, upon the occurrence of a slug load or accidental discharge of substances prohibited by this chapter. The notification shall include location of discharge, date and time thereof, type of waste, concentration and volume, and corrective actions. Any discharger who discharges slug loads of prohibited materials shall be liable for any expense, loss or damage to the POTW, in addition to the amount of any fines imposed on the City on account thereof under State or Federal law.

Signs shall be permanently posted in conspicuous places on discharger's premises, advising employees whom to call in the event of a slug load or accidental discharge. Employers shall instruct all employees who may cause or discover such a discharge with respect to emergency notification procedure. (Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, §13.20.143).

13.14.080 — Disposal of hauled wastes

Any person wishing to dispose of hauled wastes shall utilize facilities specifically designated for this purpose. Unless express permission is otherwise granted, disposal shall take place at facilities located at the municipal wastewater treatment plant. The discharging of these wastes shall take place only under supervision of City personnel or their agents, unless otherwise approved by the City. Persons disposing of wastes in this manner shall disclose to the City upon demand the nature of the waste and its origin. Prior to acceptance of the waste, the City has the right to sample and analyze the waste and inspect the location of its origin, including all industrial processes which may reasonably have contributed pollutants to the waste. The City has the right to reject any wastes which are prohibited by any section of this chapter. (Ord. 2645, 1993; Ord. 2532 §1, 1989, §13.20.144).

~~13.14.090~~ — ~~Control of slug discharges~~

~~The City may evaluate each industrial user to determine the need for the discharger to control slug discharges. For the purpose of this section a slug discharge of a non routine, episodic nature, including, but not limited to, an accidental spill or a non customary batch discharge. If the City decides that a slug control plan is needed, the plan shall contain, at a minimum, the following elements:~~

- ~~A. Description of discharge practices, including non routine batch discharges;~~
- ~~B. Description of stored chemicals;~~
- ~~C. Procedures for immediately notifying the City of slug discharges, including any discharge that would violate a prohibition under Section 13.12.110, with procedures for follow up written notification within five days;~~
- ~~D. If necessary, procedures to prevent adverse impact from accidental spills, including inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site run off, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency response. (Ord. 2645, 1993; Ord. 2601 §4, 1991, §13.20.145).~~

Chapter 20

ADMINISTRATION OF INDUSTRIAL DISCHARGES

Sections:

- 13.20.010 — General provisions
- 13.20.020 — Wastewater discharge data disclosure
- 13.20.030 — Industrial wastewater acceptance form – permit
- 13.20.040 — Industrial pretreatment program amendments
- 13.20.050 — Reporting requirements for dischargers
- 13.20.060 — Limits on discharge of selected pollutants
- 13.20.070 — Notification of hazardous waste discharge
- 13.20.080 — Inspection and sampling
- 13.20.090 — Confidential information

13.20.010 — General provisions

It shall be unlawful to discharge sewage, industrial wastes, or other wastes to any sewer within the jurisdiction of the City, and/or to the POTW without having first complied with the terms of this chapter. (Ord. 2645, 1993; Ord. 3486 Exh. A (part), 1985, §13.20.540).

13.20.020 — Wastewater discharge data disclosure

All significant industrial dischargers proposing to connect to the wastewater system and discharge sewage, industrial wastes and other wastes to the POTW shall comply with all terms of this chapter within ninety days after the effective date of the chapter.

Significant industrial dischargers shall complete and file with the City a disclosure declaration in the form prescribed by the City, accompanied by the appropriate fee. Existing significant industrial dischargers shall file disclosure forms within thirty days after the effective date of this chapter, and proposed new dischargers shall file their disclosure forms at least ninety days prior to connecting to the POTW. The disclosure to be made by the discharger shall be made on written forms provided by the City and shall cover:

- A. Disclosure of name, address, and location of the discharger.
- B. Disclosure of standard industrial classification (SIC) number according to the Standard Industrial Classification Manual, Bureau of the Budget, 1972, as amended.
- C. Disclosure of wastewater constituents and characteristics including, but not limited to, those mentioned in this chapter as determined by bona fide chemical and biological analyses. Sampling and analysis shall be performed in accordance with procedures established by the U.S. EPA and contained in 40 CFR Part 136, as amended.
- D. Disclosure of time and duration of discharges.
- E. Disclosures of average daily and instantaneous peak wastewater flow rates, in gallons per day. All flows shall be measured unless other verifiable techniques are approved by the City due to cost or nonfeasibility.
- F. Disclosure of site plans, floor plans, mechanical and plumbing plans and details to show all sewers, sewer connections, inspection manholes, sampling chambers and appurtenances by size, location and elevation.
- G. Description of activities, facilities and plant processes on the premises including all materials which are or may be discharged to the sewers or works of the City.
- H. Disclosure of the nature and concentration of any pollutants or materials prohibited by this chapter in the discharge, together with a statement regarding whether or not compliance is being achieved with this chapter on a consistent basis and if not, whether additional operation is required for the discharger to comply with this chapter.
- I. Where additional pretreatment and/or operation and maintenance activities will be required to comply with this chapter, the discharger shall provide a declaration of the shortest schedule by which the discharger will provide such additional pretreatment and/or implementation of additional operational and maintenance activities.
 - 1. The schedule shall contain milestone dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the discharger to comply with the requirements of this chapter including, but not limited to, dates relating to hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, executing contract for major construction, and all other acts necessary to achieve compliance with this chapter.
 - 2. Under no circumstances shall the City permit a time increment for any single step directed toward compliance which exceeds nine months.
 - 3. Not later than fourteen days following each milestone date in the schedule and the final date for compliance, the discharger shall submit a progress report to the City, including no less than a statement as to whether or not it

complied with the increment of progress represented by that milestone date, and if not, the date on which it expects to comply with this increment of progress, the reason for delay, and the steps being taken by the discharger to return the construction to the approved schedule. In no event shall more than nine months elapse between such progress reports to the City.

- J. ~~Disclosure of each product produced by type, amount, process or processes, and rate of production.~~
- K. ~~Disclosure of the type and amount of raw materials utilized (average and maximum per day).~~
- L. ~~All disclosure forms shall be signed by a principal executive officer of the discharger, and qualified engineer.~~
- M. ~~All sewers shall have an inspection and sampling manhole or structure with an opening of no less than twenty four inches diameter and an internal diameter of no less than forty eight inches containing flow measuring, recording and sampling equipment as required by the City to assure compliance with this chapter.~~

~~The City will evaluate the complete disclosure form and data furnished by the discharger and may require additional information. Within thirty days after full evaluation and acceptance of the data furnished, the City shall notify the discharger of the City's acceptance thereof through issuance of an industrial wastewater acceptance form. (Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, §13.20.550).~~

13.20.030 — Industrial wastewater acceptance form — permit

The City shall issue to the discharger an industrial wastewater acceptance form, which will be based on information in the disclosure form and include:

- A. ~~Any fees and charges to be paid upon initial issuance;~~
- B. ~~Limits on the average and maximum wastewater constituents and characteristics;~~
- C. ~~Limits on average and maximum rate and time of discharge or requirements for flow regulations and equalization;~~
- D. ~~Requirements for installation and maintenance of inspection and sampling facilities;~~
- E. ~~Special conditions as the City may reasonably require under particular circumstances of a given discharge, including sampling locations, frequency of sampling, number, types, and standards for tests and reporting schedule;~~
- F. ~~Compliance schedules;~~
- G. ~~Requirements for submission of special technical reports or discharge reports where same differs from those prescribed by this chapter;~~
- H. ~~Any special agreements the City chooses to continue or develop between the City and a discharger. (Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, §13.20.560).~~

13.20.040 — Industrial pretreatment program amendments

~~The City reserves the right to amend this chapter and the terms and conditions hereof in order to assure compliance by the authority with applicable laws and regulations. Where a discharger, subject to a National Categorical Pretreatment Standard, has not previously submitted a disclosure form as required by Section 13.20.020, the discharger shall file a disclosure form with the City within one hundred eighty days after the promulgation of the applicable National Categorical Pretreatment Standard by the U.S. EPA. In addition, any discharger operating on the basis of a previous filing of a disclosure statement shall submit to the authority within one hundred eighty days after the promulgation of an applicable National Categorical Pretreatment Standard, the additional information required by subsections H and I of Section 13.18.550. The discharger shall be informed of any proposed changes in the chapter at least thirty days prior to the effective date of change. Any changes or new conditions in the chapter shall include a reasonable time schedule for compliance. (Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, §13.20.570).~~

13.20.050 — Reporting requirements for dischargers

- A. ~~Any non-complying discharger subject to a compliance schedule is subject to milestone dates for the commencement or completion of major events leading to the construction or operation of pretreatment facilities shall be required to submit periodic compliance schedule progress reports as required in subsection I of Section 13.20.020.~~
- B. ~~Within ninety days following the date for final compliance by existing dischargers with applicable pretreatment standards set forth in this chapter or ninety days following commencement of discharge of wastewater into the POTW by a new discharger, any discharger subject to this chapter shall submit to the City a report containing the information described in the Code of Federal Regulations Title 40 Part 403.12 paragraphs (b), (4) and (5). For industrial users subject to equivalent mass or concentration limits established by the City, this report shall contain a reasonable measure of the user's long term production rate. For all other industrial users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period. The report shall state whether the applicable pretreatment standards or requirements are being met on a consistent basis and, if not, what additional O&M and/or pretreatment is necessary to bring the discharger into compliance with the~~

applicable pretreatment standards or requirements. This statement shall be signed by an authorized representative of the discharger, and certified by a qualified engineer licensed to practice in the State of Montana.

- C. Any discharger subject to a pretreatment standard set forth in this chapter, after the compliance date of such pretreatment standard, or, in the case of a new discharger, after commencement of the discharge to the wastewater system, shall submit to the City during the months of June and December, unless required more frequently by the City, a self monitoring report indicating the nature and concentration, of prohibited or regulated substances in the effluent which are limited by the pretreatment standards hereof. In addition, this report shall include a record of all measured or estimated average and maximum daily flows during the report period reported in subsection B of this section. Flows shall be reported on the basis of actual measurement; provided, however, where cost or feasibility considerations justify, the City may accept reports of average and maximum flows estimated by verifiable techniques. The City, for good cause shown considering such factors as local high or low flow rates, holidays, budget cycles, or other extenuating factors may authorize the submission of said reports on months other than those specified above. Reports of dischargers shall contain all results of sampling and analysis of the discharge, including the flow and the nature and concentration, or production and mass where required by the City. All analyses shall be performed in accordance with 40 CFR Part 136 and amendments thereto.
- D. Any discharger required to implement an accidental spill prevention plan will be required to submit that plan to the City as a requirement of the industrial wastewater acceptance form, or as required upon notification from the City if an industrial wastewater acceptance form is not required of a discharger. Upon approval of the plan by the City, the affected user will be required to implement the plan. Should an accidental spill occur, the discharger will be required to notify the City immediately upon the occurrence of such spill to the wastewater system. The notification shall include location of discharge, date, time, type of waste, concentration, volume, and corrective actions. The notification shall be followed by a written report to the City within five days.
- E. If sampling performed by an industrial user indicates a violation, the user shall notify the City within twenty four hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the City within thirty days after becoming aware of the violation.
- F. All industrial users shall promptly notify the City in advance of any substantial change in the volume or character of pollutants in their discharge. (Ord. 2645, 1993; Ord. 2551 §§ 5, 6, 7, 1989; Ord. 2531 § 6, 1989 §13.20.580; Ord. 2386, Exh. A (part), 1985).

13.20.060 — Limits on discharge of selected pollutants

A. In addition to discharge limits stated elsewhere in this chapter discharges of industrial wastewater shall limit output of certain pollutants to the following maximum values:

Arsenic	1.36 milligrams per liter
Cadmium	5.00 milligrams per liter
Chromium	16.72 milligrams per liter
Copper	15.13 milligrams per liter
Lead	2.63 milligrams per liter
Mercury	0.06 milligrams per liter
Nickel	15.57 milligrams per liter
Silver	0.70 milligrams per liter
Zinc	0.51 milligrams per liter

- B. The City has the right to review and amend these limits as it determines necessary.
- C. The dilution of discharged wastes with uncontaminated or lesser contaminated wastes or waters shall not be an acceptable method of complying with the limitations outlined in this section. (Ord. 2645, 1993; Ord. 2533, 1989; §13.20.581).

13.20.070 — Notification of hazardous waste discharge

Industrial users shall notify the City Public Works Director, the EPA Regional Waste Management Division Director, and Chief of the Solid and Hazardous Waste Bureau, State of Montana in writing of any discharge into the POTW of a substance, which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. The notification, as outlined in 40 CFR Part 403.12(p) shall take place no later than one hundred eighty (180) days after the discharge occurs. In the case of new regulations identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, notification shall take place within ninety days of the effective date of such regulations. (Ord. 2645, 1993; Ord. 2601 §5, 1991; §13.20.582).

13.20.080 — Inspection and sampling

The City may inspect the monitoring facilities of any discharger to determine compliance with the requirements of this chapter. The discharger shall allow the City or its representatives to enter upon the premises of the discharger at all reasonable hours, for the purposes of inspection, sampling, record copying, or records examination. The City shall have

~~the right to set up on the discharger's property such devices as are necessary to conduct verification sampling, inspection, compliance monitoring and/or metering operations. (Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985; §13.20.590).~~

13.20.090 — Confidential information

~~Information and data furnished to the City with respect to the nature and frequency of discharge shall be available to the public or other governmental agency without restriction unless the discharger specifically requests and is able to demonstrate to the satisfaction of the City that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets or proprietary information of the discharger.~~

~~When requested by a discharger furnishing a report, the portions of a report which may disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available upon written request to governmental agencies for uses related to this chapter, the Montana Pollutant Discharge Elimination System (MPDES) permit, and/or the pretreatment program; provided, however, that such portions of a report shall be available for use by the State or any State agency in judicial review or enforcement proceedings involving the discharger furnishing the report. Wastewater constituents and characteristics will not be recognized as confidential information. (Ord. 2645, 1993; Ord. 2531 §7, 1989, §13.20.600; Ord. 2386, Exh. A (part), 1985).~~

Chapter 22

INDUSTRIAL WASTEWATER ENFORCEMENT/PENALTIES

Sections:

- ~~13.22.010 — Emergency suspension of service and industrial wastewater acceptance~~
- ~~13.22.020 — Termination of treatment service~~
- ~~13.22.030 — Notification of violation — administrative adjustment~~
- ~~13.22.040 — Show cause hearing~~
- ~~13.22.050 — Judicial proceedings~~
- ~~13.22.060 — Significant violations — annual publication~~
- ~~13.22.070 — Interpretations~~
- ~~13.22.080 — Temporary state of non-compliance~~
- ~~13.22.090 — Bypass~~
- ~~13.22.100 — Civil penalties~~
- ~~13.22.110 — Recovery of costs incurred by the City~~
- ~~13.22.120 — Falsifying information~~
- ~~13.22.130 — Records retention~~

~~13.22.010 — Emergency suspension of service and industrial wastewater acceptance~~

~~The City may, without advance notice, order the suspension of the wastewater treatment service and the industrial wastewater acceptance form to a discharger when it appears to the City that an actual or threatened discharge:~~

- ~~A. Presents or threatens an imminent or substantial danger to the health or welfare of persons or substantial danger to the environment; or~~
- ~~B. Threatens to interfere with the operation of the POTW, or to violate any pretreatment limits imposed by this chapter. Any discharger notified of the City's suspension order shall immediately cease all discharges.~~

~~In the event of failure of the discharger to comply with the suspension order, the City may commence judicial proceedings immediately thereafter to compel the discharger's specific compliance with such order and/or to recover civil penalties. The City shall reinstate the industrial wastewater acceptance form and/or the wastewater treatment service upon proof by the discharger of the elimination of the noncomplying discharge or conditions creating the threat as set forth above. (Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, §13.20.610).~~

~~13.22.020 — Termination of treatment service~~

~~A discharger shall not:~~

- ~~A. Fail to factually report accurately the wastewater constituents and characteristics of its discharge;~~
- ~~B. Fail to report significant changes in wastewater constituents or characteristics;~~
- ~~C. Refuse reasonable access to the discharger's premises by representatives of the City for the purpose of inspection or monitoring; or~~
- ~~D. Violate the provisions of this chapter, or any order of the City with respect thereto. The City may terminate wastewater treatment services to any discharger who violates any of the foregoing prohibitions. (Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, §13.20.620).~~

~~13.22.030 — Notification of violation — administrative adjustment~~

~~Whenever the City finds that any discharger has violated the prohibitions in Section 13.22.020, the City shall cause to be served upon such discharger a written notice (either personally or by certified or registered mail, return receipt requested) stating the nature of the alleged violation. Within thirty days of the date of receipt of the notice, the discharger shall respond personally or in writing or by certified or registered mail, return receipt requested, to the City, advising of its position with respect to the allegations. Thereafter, the discharger shall be given the opportunity to meet with a duly authorized City representative to ascertain the veracity of the allegations and establish a plan for the satisfactory correction of the violations and preclusion of a recurrence thereof. (Ord. 2645, 1993; Ord. 2386 Exh. A(part), 1985, §13.20.630).~~

~~13.22.040 — Show cause hearing~~

~~Where the violation of Section 13.22.020 is not corrected by timely compliance by means described in Section 13.22.020, the City may order any discharger which suffers or permits a violation of Section 13.22.020 to show cause before the City or its duly authorized representative why the proposed service termination action should not be taken. A written notice shall be served on the discharger by personal service, certified or registered mail, return receipt requested,~~

specifying the time and place of a hearing to be held by an ad hoc committee appointed by the City Manager regarding the violation, the reasons why the enforcement action is to be taken, the proposed enforcement action, and directing the discharger to show cause before such committee why the proposed enforcement action should not be taken. The notice of the hearing shall be served no less than ten days before the hearing. Service may be made on any agent, officer, or authorized representative of a discharger. The proceedings at the hearing shall be considered by such committee, which shall then enter appropriate orders with respect to the alleged violations of the discharger. (Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, §13.20.640).

13.22.050 — Judicial proceedings

Following the entry of any order by the City with respect to the violation by a discharger of Section 13.22.020, the City may commence an action for appropriate legal and/or equitable relief in the appropriate local court. (Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, §13.20.650).

13.22.060 — Significant violations—annual publication

A list of dischargers who were significantly violating the terms of this chapter during the previous twelve months shall be annually published by the City in the official newspaper of the City. For the purposes of this section, an industrial user is in significant noncompliance if its violation meets one or more of the following criteria:

- A. Chronic violations of wastewater discharge limits, defined here as those in which sixty six percent (66%) or more of all of the measurements taken during a six month period exceed (by any magnitude) the daily maximum limit or the average limit for the same pollutant parameter;
- B. Technical Review Criteria (TRC) violations, defined here as those in which thirty three percent or more of all the measurements for each pollutant parameter of all of the measurements for each pollutant parameter taken during a six month period equal or exceed the product of the daily maximum limit or the average limit multiplied by the applicable TRC (TRC=1.4 for BOD, TSS, fats, oil, and grease, and 1.2 for all other pollutants except Ph).
- C. Any other violation of a pretreatment effluent limit (daily maximum or longer term average) that the control authority determines has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of POTW personnel or the general public);
- D. Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the POTW's exercise of its emergency authority under Section 13.22.020 to halt or prevent such a discharge;
- E. Failure to meet, within ninety days after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction or attaining final compliance;
- F. Failure to provide, within thirty days after the due date, required reports such as baseline monitoring reports, ninety-day compliance reports, periodic self monitoring reports, and reports on compliance with compliance schedules;
- G. Failure to accurately report noncompliance;
- H. Any other violation or group of violations which the City determines will adversely affect the operation or implementation of the local pretreatment program. (Ord. 2645, 1993; Ord. 2601 §6, 1991, §13.20.660; Ord. 2386 Exh. A (part), 1985).

13.22.070 — Interpretations

Any discharger or any interested party shall have the right to request in writing an interpretation or ruling by the City on any matter covered by this chapter and shall be entitled to a prompt written reply. In the event that such inquiry is by a discharger and deals with matters of performance of compliance with this chapter for which enforcement activity relating to an alleged violation is the subject, receipt of a discharger's request shall not stay enforcement proceedings pending. Appeal of any final judicial order entered pursuant to this chapter may be taken in accordance with local and State law. (Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, §13.20.670).

13.22.080 — Temporary state of non-compliance

Any discharger which experiences an upset in operations which places the discharger in a temporary state of noncompliance with this chapter shall inform the City thereof within twenty four hours of first awareness of the commencement of the upset. Where such information is given orally, a written follow up report thereof shall be filed by the discharger with the City within five days. The report shall specify:

- A. Description of the upset, the cause thereof and the upset's impact on the discharger's compliance status;
- B. Duration of noncompliance, including exact dates and times of noncompliance, and if the noncompliance continues, the time by which compliance is reasonably expected to occur;
- C. All steps taken or to be taken to reduce, eliminate and prevent recurrence of such an upset or other conditions of noncompliance.

A documented and verified bona fide operating upset shall be an affirmative defense to any enforcement action brought by the City against the discharger for any noncompliance with the chapter which arises out of violations alleged to have occurred during the period of the upset. (Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, §13.20.680).

13.22.090 — Bypass

- A. Bypass is prohibited, and the control authority may take enforcement action against an industrial user for a bypass, unless:
1. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 2. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance; and
 3. The industrial user submitted notices as required under paragraph B of this section.
- B. If an industrial user knows in advance of the need for a bypass, it shall submit prior notice to the City, if possible at least ten days before the date of the bypass.
- C. An industrial user shall submit oral notice of an unanticipated bypass that exceeds applicable pretreatment standards to the City within twenty four hours from the time the industrial user becomes aware of the bypass. A written submission shall also be provided within five days of the time the industrial user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The City may waive the written report on a case by case basis if the oral report has been received within twenty four hours.
- D. The City may approve an anticipated bypass, after considering its adverse effects, if the City determines that it will meet the three conditions listed in paragraph (A) of this section.
- E. An industrial user may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. (Ord. 2645, 1993; Ord. 2551 §4, 1989; §13.20.685).

13.22.100 — Civil penalties

Any discharger who violates an order of the City, or who fails to comply with:

- A. Any provision of this chapter, or
- B. Any regulation, rule or permit of the City, issued pursuant to the chapter, shall be liable to the City for a civil penalty. The amount of such civil penalty shall be not less than one thousand dollars per violation. Each day upon which a violation occurs or continues shall constitute a separate violation. Such penalties may be recovered by judicial actions and/or, to the extent permissible by State law, by administrative procedures. (Ord. 2645, 1993; Ord. 2551 §1, 1989; Ord. 2531 §8, 1989 §13.20.690; Ord. 2386 Exh. A (part), 1985, prior code section 13.20.690).

13.22.110 — Recovery of costs incurred by the City

Any discharger violating any of the provisions of this chapter who discharges or causes a discharge producing a deposit or obstruction or causes damage to or impairs the City's wastewater disposal system shall be liable to the City for any expense, loss, or damage caused by such violation of discharge. The City shall, by order, bill the discharger for the cost incurred by the City for any cleaning, repair, or replacement work caused by the violation or discharge. Refusal to pay the assessed costs shall constitute a violation of this chapter, enforceable under the provisions of this chapter. Any costs incurred by the City to enforce the provisions of this chapter, including, but not limited to, verification sampling and analysis, special administrative procedures, site inspections and plan evaluation, which are directly and reasonably attributable to any specific discharger, shall be billed to that discharger.

General administrative costs to implement and maintain the industrial pretreatment program shall be a part of the operation costs of the wastewater system. (Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, §13.20.700).

13.22.120 — Falsifying information

Any person who knowingly makes any false statement, representation, or certification in any application, record, report, and plan or other document filed or required to be maintained pursuant to this chapter, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this chapter, shall, in addition to civil and/or criminal penalties provided by State law, be guilty of a gross misdemeanor and shall be prosecuted and punished accordingly. (Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, §13.20.710).

13.22.130 — Records retention

All dischargers subject to this chapter shall retain and preserve for no less than three years, any records, books, documents, memoranda, reports, correspondence and any and all summaries thereof, relating to monitoring, sampling and chemical analyses made by or in behalf of a discharger in connection with its discharge. All records which pertain to matters which are the subject of administrative adjustment or any other enforcement or litigation activities brought by the City pursuant hereto shall be retained and preserved by the discharger until all enforcement activities have concluded and all periods of limitation with respect to any and all appeals have expired. (Ord. 2645, 1993; Ord. 2386 Exh. A (part), 1985, §13.20.730).

Regular City Commission Meeting

Mayor Winters presiding

CALL TO ORDER: 7:00 PM

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL: City Commissioners present: Michael J. Winters, Robert Jones, Bill Bronson and Mary Jolley. Commissioner Burow was excused. Also present were the City Manager, City Attorney, Directors of Fiscal Services, Library, Park and Recreation, Planning and Community Development, Public Works, Fire Chief, Police Chief and the Acting City Clerk.

NEIGHBORHOOD COUNCILS

NC 9.

1. SWEARING IN CEREMONY.

Mayor Winters swore in Gilbert Day as a representative of Neighborhood Council 9.

2. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

There were no miscellaneous reports and announcements from neighborhood council representatives.

BOARDS & COMMISSIONS

**Joseph Tropila
reappointed to the Police
Commission.**

3. REAPPOINTMENT, POLICE COMMISSION.

Commissioner Bronson moved, seconded by Commissioner Jones, that the City Commission reappoint Joseph Tropila for a three year term through June 30, 2013 to the Police Commission.

Mayor Winters asked if there was any discussion amongst the Commissioners or inquiries from the public. No one responded.

Motion carried 4-0.

4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Cable 7.

Kathleen Gessaman, Secretary/Treasurer, Cable 7, reporting on behalf of Aart Dolman, Chair, Cable 7, stated that for Cable 7 to stand alone, Mr. Dolman believes it is important that Kevin Manthey, Manager, Cable 7, work full time for at least two years on the City payroll. The Board suggests that any money the City receives from the Cable 7 franchise fees, over and above the budgeted \$656,000 this year, would go toward this payroll expense. The Board is hopeful that Cablevision (which is taking over from Bresnan) will be able to increase their revenues and thereby

increase the franchise fee. If the Manager works full time, Cable 7 can focus on new programming and replacing equipment that is over 25 years old. She added the Board is hopeful Cable 7 will be able to receive a larger portion of the franchise fee more in line with larger cities in Montana. Ms. Gessaman passed out Mr. Dolman's written concerns.

PUBLIC HEARINGS

Res. 9880. Adopted.

5. RESOLUTION 9880, INTENT TO INCREASE PROPERTY TAX.

Accounting Supervisor Melissa Kinzler reported that prior to the adoption of the City's annual budget, the City is required to hold public hearings on 1) the intent to budget an increase in revenue from property taxation, and 2) the proposed annual budget. Section 15-10-203, MCA, requires the City to hold a public hearing before passing a resolution stating its intent to increase property tax revenues. Section 15-10-420, MCA, authorizes a property tax increase of "one-half of the average rate of inflation for the prior 3 years." The Consumer Price Index showed a 2.284% average increase as provided by the Montana Department of Administration. Therefore, the City is allowed and is proposing a 1.142% property tax increase. Sections 15-10-420 and 2-9-212(2)(a), MCA, also allow property tax levy increases for premium contributions for group benefits. The City is proposing an additional 1.06% property tax levy increase for health insurance premiums.

Ms. Kinzler reported the total proposed allowable property tax levy increase is 2.202%. Additional action will be needed to set the actual tax mill levies. The setting of the tax levies is scheduled for August 17, 2010 or when the Montana Department of Revenue has certified taxable values for the City of Great Falls.

Ms. Kinzler explained the fiscal impact of the proposed increases for inflation and the permissive mill levy for a residential home with a taxable market value of \$100,000 would be approximately \$4.97 for the inflation factor and \$4.61 for the permissive mill levy for a total of \$9.58 a year. The fiscal impact of not authorizing the increase for inflation mills to the General Fund would result in a revenue shortfall of \$248,775 for the proposed budget. That would require reducing proposed expenditures by approximately \$250,000 in the General Fund proposed budget, or increasing non-property tax revenues by that same amount.

Staff recommends that the City Commission conduct the public budget hearing on the Intent to Increase Property Tax Revenue, and adopt Resolution 9880.

Mayor Winters declared the public hearing open.

No one spoke in support of Resolution 9880.

Speaking in opposition to Resolution 9880 were:

Neil Taylor, 3417 4th Avenue South.

John Hubbard, 615 7th Avenue South.

Mike Witsoe, 510 11th Street South.

Cyndi Baker, 500 Montana Avenue N.W.

Ed McKnight, 906 3rd Avenue North, questioned if mill levies change when the value of a house changes. Ms. Kinzler responded that is correct.

Charles Ohlerking, 402½ 2nd Avenue South, commented the public should have access to information for tax increases.

Mayor Winters closed the public hearing.

Commissioner Jolley moved, seconded by Commissioners Bronson and Jones, that the City Commission adopt Resolution 9880, Intent to Increase Property Tax.

Mayor Winters asked if there was any discussion amongst the Commissioners.

Commissioner Jolley commented that health insurance costs go up and the City of Great Falls needs to raise taxes to continue the same services. However, the City of Great Falls is limited to the amount of taxes that can be raised at this time, and she noted that is a good thing.

Mayor Winters commented he is not in favor of raising taxes at all. However, there is a need in order to continue to provide the common services enjoyed by everyone.

Motion carried 3-1 (Mayor Winters dissenting).

6. RESOLUTION 9881, ANNUAL BUDGET RESOLUTION.

Res. 9881. Tabled for August 3, 2010.

City Manager Greg Doyon gave a PowerPoint presentation on the FY 2011 annual budget. He reported the City Commission held several work sessions in February where the departments each presented their top challenges and goals for the ensuing fiscal year. The Commission Work Session on March 2nd set budget priorities based on what was heard from the departments. Mr. Doyon stated he presented an overview of his budget recommendations at a meeting June 3rd and indicated he would like the City to reduce some General Fund subsidies. Consensus was also given for direction to include the permissive medical levy and the inflationary factor in the budget. Mr. Doyon commented the budget document indicates the Commission's service priorities in the community.

Mr. Doyon noted the Commission gave direction to minimize tax and fee

increases; there was some discussion about freezing wages across the board; direction was given that fees for services rendered in departments be equitable and fair; staffing concerns for Fire and Police were expressed; there was a strong desire to keep the equipment revolving fund solid and look at capital needs, since the City is weak from a facility standpoint. He noted the City has addressed some capital needs through the use of Stimulus funds over the last year. Mr. Doyon commented the budget is a maintenance budget to keep current services at the same level.

Mr. Doyon reported there was continued discussion about community priorities that relate to subsidies to other funds. Some lines were drawn this year including multi-sports which was reduced to zero; the golf subsidy was reduced from \$240,000 to \$100,000. Natural resources, swimming pools and recreation were level-funded. Mr. Doyon noted there was a big discussion about how to preserve the Nat asset, yet assure that is a wise investment. He expressed support for a community group that is working to support the Nat. Mr. Doyon stated the City will be doing a facility assessment before making an additional investment. He reported an increased subsidy to the Planning and Community Development Department. Some transportation funding was lost as a result of the merger of the two departments.

Mr. Doyon reported full time employees will increase from 479.56 to 483.21; four of those positions are funded through a COPS grant for three years, and then the City must fund those positions for one year. He believes the expectation is those positions will be retained.

Mr. Doyon noted 76% of City employees are unionized. Over the last several months the Commission has ratified several agreements including MPEA, Crafts, and Fire. Employees are the most valued resource.

Mr. Doyon reported total City-wide revenues are projected to be down over 3% at \$96 million. Forty-six percent of those revenues are derived from charges for services. Fifteen percent of the City's total revenues are derived from property taxes.

Mr. Doyon added total expenses are expected to be \$103,416,000, a reduction of 12% from the prior year adjusted budget. The difference between the revenues and the expenditures is related to carry-overs from uncompleted projects last year and capital outlay related to Stimulus funding. General government is about 27% and public safety is about 19%. He added very low debt service is carried, and last year the parking garage debt was retired.

Mr. Doyon reported the General Fund is looking at less than 1% increase in revenues. He added that most flexibility to meet service demands comes from property taxes.

Mr. Doyon stated the proposed increase for the tax levy is from \$10.6 million to \$11.1 million, a little over 2.2%. The historical annual average of \$300,000 for new construction is also appropriated for next year. The statutory authorized increase of 1.142% for inflation is about \$128,000. The permissive medical levy is about \$120,000. He noted the budget is monitored and adjustments can be made through the course of the year.

Mr. Doyon reported the approximate \$54,000 undesignated General Fund expenditures are no longer available after ratification of the fire fighter's agreement.

Mr. Doyon reported on the Animal Shelter. He explained the prior commission directed the City Manager to try to establish a public/private partnership with the Animal Foundation. The current Commission directed the City Manager to discontinue that effort after a proposal by the Foundation. At that time the options were to either issue an RFP for someone to operate the Animal Shelter and/or the City just continue to operate the Shelter as best as possible, keeping in mind the recommendations offered by the nationally recognized consultant. A draft RFP will be brought before the Commission for consideration. In the meantime, the City will do the best job possible, improving the facility and being mindful of its lifespan and the long-term desire of the community and the Commission. He noted the recent significant increases in the Animal Shelter budget, largely because employees have been folded into the City wage scale and benefits. Increases will also be used to address critical needs for the animals and the workers.

Mr. Doyon reviewed proposed utility rate increases (water-5%, sewer-7.5%, residential sanitation-3%, street assessments-5%). He explained the City annually looks at operational increases and capital needs to project rates to meet service requirements. He noted the Commission will be receiving a proposal to adjust fees at the Recycling Center. He added Public Works will likely continue to provide recycling by a private/public partnership, with reduced hours and adjusted fees to recoup expenses. That facility is not in good shape and, once the sanitation fund is in a better position, the City will look at options. Mr. Doyon noted the proposed fees will be set at a later date.

Mr. Doyon reported on Park and Recreation increases. He explained that the significant increase in Portage Meadows assessments is because the City is not recouping the maintenance/operation costs at that site. Mr. Doyon stated that when the City is supporting these funds with the General Fund, the ability to appropriate those dollars to other places is reduced.

At the last ECP meeting, Mr. Doyon reported the Commission gave staff marching orders to get ECP viable, presumably by appropriately adjusting rates, and to see if there is a way to identify an exit strategy. He stated there are many considerations for the community. At the August 2, 2010 ECP

meeting the Commission will consider the projected rate, and the rate will have to be adopted at a City Commission meeting at a future date.

Fiscal Services Director Coleen Balzarini reported the City Commission, in their role as Electric City Power Board, directed staff to begin discussions with customers for early implementation of rate increases. Customers currently have contracts in place through June 30, 2011. The only way to increase those rates is to have a discussion with those customers to open their contracts and modify those rates prior to the end of their term. The rate increases are necessary to cover current year expenses, as well as make progress towards the reduction of prior years deficits.

Ms. Balzarini reported that during FY 2011 budget development, revenues were estimated at \$11,275,000. This amount will be adequate to pay \$10,940,000 in the following expenses (page 147 of the proposed budget): energy supply expenses of \$10,168,000; renewable energy credit purchases (which are statutorily required) are estimated to cost \$164,000; deferred imbalance expenses for items that have received a cash outlay in the past but are now being expensed of \$328,000; fund operating expenses (both direct and internal services charges) of \$54,940; (she noted there are internal service charges of \$32,494 included in that operating expense for the services provided by Fiscal Services for billing, collection, etc.); debt service principal, interest, and cost of issuance of \$225,000. She stated the surplus of revenue over expenses (\$328,000) would be applied to those prior year's deficits.

Ms. Balzarini explained that, assuming 164,000 MWh's of consumption (the average annual consumption of ECP customers for each of the last three years), the proposed rate per MWh is \$68.71. She noted this would include energy, transmission, losses from energy delivery, debt service, operating costs, and purchase of the renewable energy credits. She stated that currently customers pay \$59.63, but for individual customers the price ranges from \$55 to \$71 per MWh.

Ms. Balzarini explained that any rate increases will have to be approved by the Commission through the rate change process which includes a resolution, public notice, public hearing and finally, adoption.

Mr. Doyon added that this has been a difficult issue for the community, and staff is committed to working through it with this commission and is working hard to do that.

Mr. Doyon explained there will be a public hearing on the budget, and then adoption or continue budget action to a date determined by the Commission, consistent with State law. There will also be a process for adopting that taxable valuation in the mill levy resolution tentatively scheduled for August 17, 2010.

Mayor Winters declared the public hearing open.

No one spoke in support of Resolution 9881.

Speaking in opposition to Resolution 9881 were:

Neil Taylor, 3417 4th Avenue South.

Cyndi Baker, 500 Montana Avenue N.W.

Travis Kavulla, 725 49th Street South.

Rachel Kaizer, 111 27th Street South.

Larry Rezendes, 2208 1st Avenue North.

Ed McKnight, 906 3rd Avenue North.

Julia Becker, 4212 Clark Avenue.

Charles Ohlerking, 402½ 2nd Avenue South.

Richard Liebert, 289 Boston Coulee Road.

Robert Durden, 520 4th Avenue North.

Ron Gessaman, 1006 36th Avenue N.E.

Kathleen Gessaman, 1006 36th Avenue N.E.

John Hubbard, 615 7th Avenue South.

Mike Witsoe, 510 11th Street South.

Mayor Winters closed the public hearing.

Commissioner Bronson moved, seconded by Commissioner Jones, that the City Commission table action on Resolution 9881 for August 3, 2010.

Mayor Winters asked if there was any discussion amongst the Commissioners.

Commissioner Bronson explained the Commission agreed at the July 6, 2010 meeting to defer making any final decisions on the budget until the August 3, 2010 meeting to allow Commissioner Burow time to review the tape of this meeting.

Commissioner Jolley commented she has a lot of concerns about ECP and hopes there will be a good discussion at the August 2, 2010 meeting. She also expressed concern the City Manager has emphasized turning ECP around as opposed to shutting it down.

Mayor Winters commented he is also opposed to the 13.9% increase in the electric utility fund.

Motion carried 4-0.

OLD BUSINESS

NEW BUSINESS

MOU for Utility Connections and Fire Protection and Emergency Services for the Great Falls AgriTech Park, Phase 1. OF 1591. Tabled.

7. MEMORANDUM OF UNDERSTANDING FOR UTILITY CONNECTIONS AND FIRE PROTECTION AND EMERGENCY SERVICES FOR THE GREAT FALLS AGRITECH PARK, PHASE 1.

City Manager Greg Doyon reported the MOU is between the City of Great Falls and the Great Falls Development Authority (GFDA) to promote and expedite development in a proposed industrial park, named the Great Falls AgriTech Park, adjacent to 8th Avenue North, in the area of a proposed ethanol plant. The MOU sets forth terms for obtaining water and sewer service, as well as fire protection and emergency services, prior to annexation into the City. GFDA has requested annexation be delayed until near the end of development of individual lots in order to assist in obtaining funding for infrastructure. At the June 1, 2010 Work Session, the Commission seemed to indicate they would be receptive to an agreement.

In terms of fiscal impact, Mr. Doyon noted properties that will eventually sign an annexation agreement will spell out the cost associated with fire protection and water and sewer expenses.

Commissioner Bronson moved, seconded by Commissioner Jones, that the City Commission approve the Memorandum of Understanding with the Great Falls Development Authority for utility connections and fire protection and emergency services for the Great Falls AgriTech Park, Phase 1, and authorize the City Manager to execute the documents.

Mayor Winters asked if there was any discussion amongst the Commissioners.

Commissioner Jolley questioned if ‘the proposed ethanol plant’ suggested the ethanol plant was in the near future. Mr. Doyon responded he believed the proposed ethanol plant was referred to as a point of location. Commissioner Bronson added the affected area is within the general vicinity of where the proposed ethanol plant has been discussed for years.

Mayor Winters asked if there were any inquiries from the public.

Neil Taylor, 3417 4th Avenue South, asked if there is adequate sewerage in terms of the collection system from that point to the transfer pump station. If there isn’t adequate sewerage, Mr. Taylor asked for assurance that the developer/development would pay for that infrastructure.

Public Works Director Jim Rearden responded there are two locations on the northeast interceptor sewer that are currently at or near capacity. For any further development in that area, that capacity must be addressed.

Richard Liebert, 289 Boston Coulee Road, asked what implications are involved with annexation.

Mr. Doyon responded that coordination with the County for a subdivision and creation of a Tax Increment Financing District (TIF) would assist with infrastructure. Typically the value of agricultural land for these types of proposed developments is not quite as robust as in other types of industries. Therefore, it would probably be some time before annexation.

Mr. Liebert questioned if the proposed AgriTech Park would be contiguous. Mr. Doyon responded he believes that is correct.

Joe Stanick, P.O. Box 443, Ahualoa, Hawaii, stated he is a private investor and, when visiting family in Great Falls, heard that a value-added ag park was being considered on the north bank of the Missouri River with Archer-Daniels-Midland as the project anchor-tenant. Mr. Stanick reported a TIF District has been approved to create a value-added ag park, and 1,000 acres have been purchased with private funds and rezoned by the County. He noted the park is adjacent to the City, and was recently approved by the Planning Commission. The property has become a master utility corridor for seventeen different power companies. Mr. Stanick reported Montgomery Energy was one of the two players in the TIF program, but their hedge fund investor fell through. As of last week, he has a tentative agreement to purchase Montgomery Energy. Plans are to finish creating a value-added ag park with rail access. He added GFDA is considering giving the ag park some rights to their easement that will connect the park with the BN line. Mr. Stanick requested postponing the MOU for thirty days so his professional staff can make a presentation of their plans to the Commission.

Ron Gessaman, 1006 36th Avenue N.E., questioned special treatment of the AgriTech Park regarding development and annexation. He also questioned the fire protection services agreement with the City.

Commissioner Bronson noted both he and Commissioner Burow represent the City on the GFDA board, as well as Cascade County Commissioner Joe Briggs. He reported there have been significant discussions about the development of an agricultural technical park before the GFDA board over the last several months. The reason for the GFDA proposal is there are people interested in that part of town for potential development. The proposal is not in competition with the Great Bear development park referred to by Mr. Stanick. Mr. Bronson expressed support for the Commission to vote on the proposal this evening.

Commissioner Jolley also commented the parks are not in competition. She believes Mr. Stanick's property may be ready before the AgriTech Park because the MOU is basic and doesn't include funding.

Mr. Stanick commented the sewer and water are an issue. He doesn't

believe a cultural heritage study or geotech work have been done. The AgriTech Park is located next to residential and Malmstrom Air Force Base and sits above grade from Giant Springs. Mr. Stanick stated he doesn't understand the justification for two 1,000-acre ag parks within a city the size of Great Falls. The City commissioned an ag tech park in 2003 through a TIF District, with sewer capacity in excess of what is needed. Mr. Stanick noted he must go through the annexation process upfront, whereas the GFDA is allowed to use a MOU that will allow delayed annexation. Regarding the proposed ethanol plant, Mr. Stanick stated he can provide that also. He noted there is competition. He believes the GFDA is needed in the community, but should not be involved in development.

Commissioner Jolley asked the City Code requirements for extending sewer and water to a non-annexed property.

Public Works Director Jim Rearden responded there is a list of conditions under which that can occur.

Jeremiah Johnson, GFDA, residing at 3915 15th Avenue South, commented the GFDA is not in the development business and is not looking to compete in the development business. He explained GFDA is trying to accommodate the needs of local agri-processing, industrial-based businesses that need rail service. The purpose of developing the AgriTech Park is there are current, locally-based companies looking to either expand or relocate, in addition to marketing to potential companies. The goal is to have shovel-ready sites with rail service.

Mayor Winters commented he believes there is no harm to postpone the MOU.

Motion failed 1-3 (Mayor Winters, Commissioners Jolley and Jones dissenting).

Commissioner Jolley moved, seconded by Commissioner Jones, that the City Commission table the Memorandum of Understanding with the Great Falls Development Authority for utility connections and fire protection and emergency services for the Great Falls AgriTech Park, Phase 1, with authorization for the City Manager to execute the documents, until August 17, 2010, with additional information from staff.

Motion carried 3-1 (Commissioner Bronson dissenting).

**Labor Agreement
between the City of
Great Falls and the City
of Great Falls Public
Employees Crafts**

8. LABOR AGREEMENT BETWEEN THE CITY OF GREAT FALLS AND THE CITY OF GREAT FALLS PUBLIC EMPLOYEES CRAFTS COUNCIL.

Human Resources Manager Linda Williams reported on a three-year labor

Council. Approved.

agreement between the City of Great Falls and the Crafts Council. The Crafts Council consists of five separate unions who have agreed to bargain collectively. Ms. Williams reported these are some unsung heroes who provide essential services. She noted a list is available on page 28 of the Contract for the varying positions. This is the largest collective bargaining agreement with 176 employees. Ms. Williams thanked the negotiating team for their contributions to achieve a successful session.

Ms. Williams explained the health insurance is exactly what was negotiated with Montana Public Employees Association (MPEA) and approved at the July 6, 2010 City Commission meeting. The amount contributed for health insurance by the City that is reported as wages to the Public Employees Retirement System (PERS) is capped at \$783 per month. Any increases during the term of the agreement will be shared with the City paying 90% and the employees paying 10%.

Ms. Williams reported that for each year of the three-year contract there is a percentage increase: 1.5%-July 1, 2010; 2%-July 1, 2011; and, 1.75%-July 1, 2012. The average annual salary for Crafts Council employees is almost \$34,500. All of the unions have deferred a portion of their increase over the years, therefore, to add that pension back, their salary is about \$38,700. A 1.5% increase is equivalent to \$.28/hour, or \$580/year.

Three of the five unions voted to defer a portion of the increase for each of the three years to increasing their pension. The Carpenters' Union notified the City on July 7, 2010 that they will no longer accept pension contributions in lieu of wages. Therefore, the \$1.55 the City was contributing toward the one carpenter on staff will be added back onto his base wage.

The Crafts Council has three steps: an entry level; an increase after six months; and, a journeyman rate. After 12 months, employees make the same rate, whether they have been here 12 months or 30 years. She added the first two steps were increased 5% each.

Ms. Williams noted there was a minor adjustment on two of the Teamster classifications to increase their wages by an additional \$.05/hour; their goal was to get those positions closer to what the refuse drivers make. The title of the Greenskeeper position was changed to 'Golf Superintendent' and the rate was increased to the same as the other foreman covered by the agreement.

Ms. Williams reported the Crafts have voted to ratify the agreement.

Commissioner Bronson moved, seconded by Commissioner Jones, that the City Commission approve the Labor Agreement between the City of Great Falls and the City of Great Falls Public Employees Crafts Council, and authorize the City Manager to execute the Agreement.

Mayor Winters asked if there was any discussion amongst the Commissioners or inquiries from the public. No one responded.

Motion carried 4-0.

ORDINANCES/RESOLUTIONS

Ord. 3056. Accepted on first reading and set public hearing for August 17, 2010.

9. ORDINANCE 3056, PROVIDING MISCELLANEOUS AMENDMENTS TO TITLE 17 – LAND DEVELOPMENT CODE.

Planning and Community Development Director Mike Haynes reported on proposed amendments to Title 17, the Land Development Code. He noted that the Land Development Code is a living document that evolves over time as definitions, land uses, technologies, administrative procedures and organizational structures change. The proposed changes were reviewed by the Planning Advisory Board on June 22, 2010 and recommended for approval.

Mr. Haynes stated proposed changes generally reflect the revised organizational structure, in addition to corrections, clarifications and reorganizations found necessary or beneficial in the course of interpreting and implementing the Land Development Code on a daily basis.

Mr. Haynes reviewed a chart summarizing the changes including a total of 114 changes from the Planning Department to the Planning & Community Development Department, and from Planning Director to Director of Planning & Community Development; new or clarified definitions in Chapter 8 and Appendix F; reducing the minimum number of meetings that must be held by the Planning Board to avoid being forced to hold meetings when there are no cases to be considered; adding, as an appendix to the Final Plat, a statement advising purchasers of real property to consult a geotechnical engineer on soil conditions before initiating construction. The intent is consumer education and protection. All property owners should know that, prior to any development, an engineer's assessment of slopes, soils and groundwater conditions will provide information for them to make sound decisions on grading the property, building retaining walls and building foundations to protect their real estate investments. This item was the subject of most discussion for the Planning Board, and the statement was crafted by the Planning Board as a compromise to staff's recommendation for a more explicit statement on the face of the plat. Additional changes include eliminating the use "specialty sales" that duplicate the "general sales" category; clarifying that "USE" variances are not permitted; moving "nonconforming billboards" and "nonconforming signs" regulations into Chapter 60 so all sign regulations are in the Signs Chapter; revising Exhibit 36-2 to correct curb-length dimensions for angled parking spaces and updating minimum width of handicap parking spaces; and, revising Exhibit 60-11 to clarify that free-standing sign area allocation is based on lot

frontage, not building frontage.

Commissioner Jones moved, seconded by Commissioner Bronson, that the City Commission accept Ordinance 3056 on first reading and set public hearing for August 17, 2010.

Mayor Winters asked if there was any discussion amongst the Commissioners.

Commissioner Jolley questioned why the City, as a chartered form of government, should conform to the Montana Code.

Commissioner Bronson responded that State law requires all communities, even chartered governments, must conform to State laws with respect to land use and zoning. The substantive law with respect to planning and zoning land use must conform to State law.

Mayor Winters asked if there were any inquiries from the public.

Motion carried 4-0.

Ord. 3057. Accepted on first reading and set public hearing for August 17, 2010.

10. ORDINANCE 3057, PROVIDING MINOR AMENDMENTS TO TITLES 2, 5, 8, 9, 10, 12, 13 AND 15 OF THE OFFICIAL CODE OF THE CITY OF GREAT FALLS TO REFLECT DEPARTMENTAL CHANGES AND TECHNICAL EDITS.

Planning and Community Development Director Mike Haynes reported on proposed amendments to City Code beyond those recommended to the Land Development Code in Ordinance 3056. The Planning Advisory Board did not review these proposed changes, as their purview is limited to Title 17. The proposed changes again reflect the revised organizational structure, in addition to corrections and clarifications.

Mr. Haynes reviewed a chart summarizing all the changes that generally reflect changes from the Community Development Department to the Planning and Community Development Department, and Community Development Director to Director of Planning and Community Development; changing City-County Planning Board to Planning Advisory Board; changing Assistant City Manager to Deputy City Manager; and, correcting miscellaneous typographical errors.

Commissioner Bronson moved, seconded by Commissioner Jones, that the City Commission accept Ordinance 3057 on first reading and set public hearing for August 17, 2010.

Mayor Winters asked if there was any discussion amongst the Commissioners or inquiries from the public. No one responded.

Motion carried 4-0.

**Consent Agenda.
Approved.**

CONSENT AGENDA

11. Minutes, July 6, 2010, Commission meeting.
12. Total expenditures of \$3,465,817 for the period of July 1-15, 2010, to include claims over \$5,000, in the amount of \$3,177,095.
13. Contracts list.
14. Lien release list.
15. Set public hearing for August 3, 2010, on Resolution 9893, Establishing Sanitation Service Rates.
16. Set public hearing for August 3, 2010, on the 2010/2011 Tourism Business Improvement District Budget and Work Plan.
17. Set public hearing for August 3, 2010, on the 2010/2011 Business Improvement District Budget and Work Plan.
18. Award contract in the amount of \$278,400 to A.T. Klemens, Inc. for the Mansfield Theatre Air Conditioning. **OF 1587**
19. Award construction contract in the amount of \$73,408 to Dick Olson Construction, Inc. for the South Parking Structure Deck Reseal and Painting project. **OF 1259.1**
20. Award construction contract to David W. Kuglin Construction in the amount of \$184,670 for the 35th Street South Sanitary Sewer Upsizing. **OF 1420**
21. Approve final payment in the amount of \$15,792.17 to Insituform Technologies, Inc, and the State Miscellaneous Tax Division for the Sanitary Sewer Trenchless Rehabilitation, Phase 12. **OF 1425.9**
22. Approve final payment in the amount of \$13,513.11 to Central Plumbing & Heating, Inc. for the Grande Vista Storm Drain Improvements. **OF 1520**
23. Approve Change Order No. 1 in the amount of \$9,121 to Central Plumbing & Heating, Inc. for the Great Falls Police Department Shooting Range Improvements. **OF 1365.1**

Commissioner Jolley moved, seconded by Commissioner Jones, that the City Commission approve the Consent Agenda as presented.

Mayor Winters asked if there was any discussion amongst the Commissioners. No one responded.

Mayor Winters asked if there were any inquiries from the public.

Ron Gessaman, 1006 36th Avenue NE, questioned agenda item #15, referring to a recommendation to increase residential service rates by 3%, convenience center rates by 50%, and no increase to commercial rates. He asked the Commission to review documentation to determine how these rate increases were created.

Referring to agenda item #15, Commissioner Jolley asked why the City is

no longer willing to accept paint cans.

Public Works Director Jim Rearden responded the City could raise the price to accept paint cans. However, it is simple for residents to dry out paint cans and dispose of them in their residential garbage can. He noted there will be some education provided to the public with that change.

Motion carried 4-0.

PETITIONS AND COMMUNICATIONS

24. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Mayor Winters stated Petitions and Communications are an opportunity for comment, not an inquisition. Comments must be specific to the parameters of the Commission. Comments must also be civil and must stay within the five minute limit.

Mayor Winters opened the meeting to Petitions and Communications.

Newspapers.

24A. Charles Ohlerking, 402½ 2nd Avenue South, commented on a lack of diversity in newspapers available in Great Falls.

Apology, Community Events.

24B. Mike Witsoe, 510 11th Street South, apologized to the Commission, the staff, and the public for being too energetic and loud with his comments. Mr. Witsoe commented on community events including the Farmer's Market, Alive @ Five, Montana State Fair, Pet and Doll Parade, and the GFHS, CMR, and Central Class of 1970 40th Class Reunion.

SME.

24C. John Hubbard, 615 7th Avenue South, commented on the court's ruling that SME's rezoning was illegal. Mr. Hubbard expressed frustration over the lack of accountability and justice.

SME, Southern

24D. Ron Gessaman, 1006 36th Avenue NE, requested a copy of the agendas for the upcoming SME and Southern meetings. Mr. Gessaman reported Southern will propose selling about 600 acres of land at their meeting. He also commented on an editorial in the *Great Falls Tribune*.

CITY MANAGER

25. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Gregory Doyon recognized Human Resources Manager Linda Williams for 30 years of service, and he also noted the retirement of Don Hesse of Public Works with 35 years of service.

Mr. Doyon responded to a comment by Commissioner Jolley regarding an inclination toward rate setting. He stated the Commission gave that

direction on May 3, 2010 by a 5-0 vote.

CITY COMMISSION

26. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

Mayor Winters apologized for tactless comments of some speakers directed at Fiscal Services Director Coleen Balzarini.

ADJOURNMENT

Adjourn.

There being no further business to come before the regular Commission meeting, **Commissioner Bronson moved, seconded by Commissioner Jones, that the regular meeting of July 20, 2010, be adjourned at 10:48 p.m.**

Motion carried 4-0.

Mayor Winters

Acting City Clerk

Minutes Approved: August 3, 2010



ITEM: \$5,000 Report
 Invoices and Claims in Excess of \$5,000

PRESENTED BY: Fiscal Services Director

ACTION REQUESTED: Approval with Consent Agenda

LISTING OF ALL ACCOUNTS PAYABLE CHECKS ISSUED AVAILABLE ONLINE AT
www.greatfallsmt.net/people_offices/fiscal/checkregister.php

TOTAL CHECKS ISSUED AND WIRE TRANSFERS MADE ARE NOTED BELOW WITH AN ITEMIZED LISTING OF ALL TRANSACTIONS GREATER THAN \$5000:

ACCOUNTS PAYABLE CHECK RUNS FROM JULY 15 - 28, 2010	1,564,649.51
MUNICIPAL COURT ACCOUNT CHECK RUN FOR JULY 9 - JULY 15, 2010	51,613.12
MUNICIPAL COURT ACCOUNT CHECK RUN FOR JULY 16 - JULY 23, 2010	5,160.00
WIRE TRANSFERS FROM JULY 16 - 22, 2010	45,997.45
WIRE TRANSFERS FROM JULY 23 - 28, 2010	<u>355,389.90</u>
TOTAL: \$	<u><u>2,022,809.98</u></u>

SPECIAL REVENUE FUND

PLANNING

GREAT FALLS TRANSIT DISTRICT	3RD QTR REIMBURSEMENT	22,356.29
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LIGHTING DISTRICT

CONSOLIDATED ELECTRICAL DIST INC	CENTRAL WEST SPARE DECORATIVE POLE PARTS	9,075.00
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STREET DISTRICT

GREAT FALLS REDI-MIX INC	ASPHALT	12,932.78
UNITED MATERIALS OF GREAT FALLS	ASPHALT	46,491.70
UNITED MATERIALS OF GREAT FALLS	PMT #1 4TH AVE S STREET RECONSTRUCTION	28,276.97
GREGOIRE CONSTRUCTION	PMT #2 INSTALLING VALLEY GUTTERS & CONSTRUCTING ADA HANDICAP RAMPS 6TH AVE NE, 11TH ST SW, RIVERVIEW DR	40,419.87

SPECIAL REVENUE FUND (CONTINUED)

PARK & RECREATION SPECIAL REVENUE

L'HEUREUX PAGE WERNER PC	PMT #1 ELKS RIVERSIDE TENNIS COURT DESIGN AND CONSTRUCTION DOCUMENTS	10,017.50
GREAT FALLS SAND & GRAVEL GUY TABACCO CO	REPAIR GIBSON PARK PATH RIGHT FIELD FENCE REMOVAL & STOCK PILE PANELS	33,438.40 5,001.00
GUY TABACCO CO	UPSIZE UNDERGROUND PLUMBING AND INSTALL TRAP PRIMERS TO FLOOR DRAINS	5,087.00
SUMMIT RECREATION LLC	FINAL PAYMENT FOR PLAYCRAFT PLAY STRUCTURE FOR CENTENE	9,114.00

NATURAL RESOURCES

ROCKY MOUNTAIN TREE CARE SPECIALIST	FINAL PAYMENT FOR REMOVAL OF GREEN ASH TREES AND STUMPS	138,351.68
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WEST BANK URBAN RENEWAL

CTA ARCHITECTS ENGINEERS	PMT #1 WEST BANK PARK MASTER PLAN ARCHITECT DESIGNS	12,800.00
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CAPITAL PROJECTS

GENERAL CAPITAL

GREAT PLAINS INSULATION	PMT #1 INSULATION OF PARK & REC COMPLEX BUILDINGS	14,038.20
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ENTERPRISE FUNDS

WATER

WILLIAMSON FENCING INC	FINAL PMT OVERLOOK & ODD FELLOWS PARKS SPRINKLER REPAIR	8,761.50
PARADISE FENCING & CONSTRUCTION	PMT #4 WTP FENCING, IRRIGATION & LIGHTING	15,071.08

SEWER

VEOLIA WATER NORTH AMERICA VEOLIA WATER NORTH AMERICA	MONTHLY WWTP OPERATION CONTRACT MONTHLY CONTRACTED CAPITAL IMPROVEMENTS	237,651.09 12,500.00
DICK ANDERSON CONSTRUCTION	PMT #1 FOR WWTP MISC IMPROVEMENTS	142,382.19

ELECTRIC

SOUTHERN	PMT ENERGY SUPPLY EXPENSE JUNE 10	244,330.27
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PARKING

APCOA/STANDARD PARKING	AUGUST 2010 COMPENSATION	23,962.58
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GOLF COURSES

GRANITE PEAK PUMP SERVICE	PARTIAL PAYMENT VARIABLE FREQUENCY DRIVE & COMPUTER SYSTEM FOR PUMP STATION AT ANACONDA HILLS GOLF	20,308.50
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INTERNAL SERVICES FUND

HEALTH & BENEFITS

BLUE CROSS/BLUE SHIELD	HEALTH INS CLAIMS JULY 13 - 19, 2010	45,997.45
BLUE CROSS/BLUE SHIELD	HEALTH INS CLAIMS JULY 20 - 26, 2010	59,012.56
BLUE CROSS/BLUE SHIELD	ADMIN, REINS, & COBRA FOR JULY 2010	52,047.07

TRUST AND AGENCY

COURT TRUST MUNICIPAL COURT

CITY OF GREAT FALLS	FINES & FORFEITURES COLLECTIONS	50,668.12
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PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	38,328.00
ICMA RETIREMENT TRUST	EMPLOYEE CONTRIBUTIONS	11,363.85
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	41,707.80
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	51,175.40
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	96,574.48
POLICE SAVINGS & LOAN	EMPLOYEE CONTRIBUTIONS	10,075.00
1ST INTERSTATE BANK	FEDERAL TAXES, FICA & MEDICARE	181,078.96
AFLAC	EMPLOYEE CONTRIBUTIONS	12,416.86

UTILITY BILLS

QWEST	JULY 2010 CHARGES DISPATCH	5,805.05
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CLAIMS OVER \$5000 TOTAL:\$ 1,748,618.20

Selection Criteria:

From Date : 07/15/2010

To Date : 07/28/2010

or

From Period :

To Period :

Bank Code : 01

Page Break by Fund: Y

Include Vendor No.: Y

Print Recap Only .: N

CITY OF GREAT FALLS
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/21/2010	207238	81	QWEST	COMMUNICATION SERVICES	100-2141-522.31-99		7/2010	292.91
							Total	292.91
07/21/2010	207239	82	NORTHWESTERN ENERGY	June 2010 charges	100-6433-562.34-12		7/2010	7.25
				June 2010 charges	100-6433-562.34-12		7/2010	7.46
				June 2010 charges	100-6433-562.34-12		7/2010	7.25
				June 2010 charges	100-6433-562.34-12		7/2010	7.25
				June 2010 charges	100-6433-562.34-12		7/2010	7.25
				June 2010 charges	100-6433-562.34-12		7/2010	7.81
				June 2010 charges	100-6433-562.34-12		7/2010	7.29
				June 2010 charges	100-6433-562.34-12		7/2010	34.11
				June 2010 charges	100-6433-562.34-12		7/2010	11.97
				June 2010 charges	100-6433-562.34-12		7/2010	27.44
				June 2010 charges	100-6433-562.34-12		7/2010	7.25
				June 2010 charges	100-6433-562.34-12		7/2010	7.25
				June 2010 charges	100-6433-562.34-12		7/2010	7.25
				June 2010 charges	100-6433-562.34-12		7/2010	7.25
				June 2010 charges	100-6433-562.34-12		7/2010	7.25
				June 2010 charges	100-6433-562.34-12		7/2010	7.25
				June 2010 charges	100-6433-562.34-12		7/2010	9.56
				June 2010 charges	100-6433-562.34-12		7/2010	7.25
							Total	185.39
07/21/2010	207240	87	SKYLINE VETERINARY CLIN	RABIES CERT # 81781	100-0000-268.90-01		7/2010	75.00
							Total	75.00
07/21/2010	207248	162	ASSOCIATED VETERINARY S	RABIES CERT # 81925	100-0000-268.90-01		7/2010	15.00
							Total	15.00
07/21/2010	207250	177	ALARM SERVICE INC	PROFESSIONAL SERVICES	100-6433-562.35-99		7/2010	50.00
							Total	50.00
07/21/2010	207251	181	LICINI PRINT SHOP INC	15 TRAINING BOOKLETS PROD	100-2124-522.37-19		7/2010	417.00
							Total	417.00
07/21/2010	207255	289	S & C AUTO INC	PROFESSIONAL SERVICES	100-2114-522.35-99		7/2010	95.00
							Total	95.00
07/21/2010	207257	367	PICKWICK'S OFFICE WORKS	OFFICE SUPPLIES	100-1361-511.21-99		7/2010	39.25-
				OFFICE SUPPLIES	100-1361-512.21-99		7/2010	2.21
				OFFICE SUPPLIES	100-1111-511.21-99		7/2010	40.89
				OFFICE SUPPLIES	100-1411-511.21-99		7/2010	59.21
				OFFICE SUPPLIES	100-1414-511.21-99		7/2010	59.21
				OFFICE SUPPLIES	100-1361-511.21-99		7/2010	39.25
				OFFICE SUPPLIES	100-1411-511.21-99		7/2010	4.34
				OFFICE SUPPLIES	100-1414-511.21-99		7/2010	4.35
				OFFICE SUPPLIES	100-1471-511.21-99		7/2010	319.06
							Total	489.27
07/21/2010	207262	506	ANIMAL MEDICAL CLINIC	RABIES CERT # 81811/81863	100-0000-268.90-01		7/2010	90.00
							Total	90.00
07/21/2010	207268	1302	CARR SHERYL	JUL 10 INTERNET REIMBURSE	100-2111-522.31-31		7/2010	47.85

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
							Total	47.85
07/21/2010	207287	3378	WESTSIDE ANIMAL CLINIC	RABIES CERT # 81784	100-0000-268.90-01		7/2010	15.00
							Total	15.00
07/21/2010	207288	3378	WESTSIDE ANIMAL CLINIC	JUN 10 LICENSE REIMBURSEM	100-2141-522.35-19		7/2010	24.00
							Total	24.00
07/21/2010	207290	3702	ALTA M BUFORD-COX	JURY DUTY	100-1361-512.35-91		7/2010	24.00
							Total	24.00
07/21/2010	207291	3702	RANDY MICHAEL CORBITT	JURY DUTY	100-1361-512.35-91		7/2010	12.00
							Total	12.00
07/21/2010	207292	3702	LINDA R DONOVAN	JURY DUTY	100-1361-512.35-91		7/2010	12.00
							Total	12.00
07/21/2010	207293	3702	ROY C DORMADY	JURY DUTY	100-1361-512.35-91		7/2010	24.00
							Total	24.00
07/21/2010	207294	3702	TRACI LYNN EGELAND	JURY DUTY	100-1361-512.35-91		7/2010	12.00
							Total	12.00
07/21/2010	207295	3702	ANN M JANIKULA	JURY DUTY	100-1361-512.35-91		7/2010	12.00
							Total	12.00
07/21/2010	207296	3702	GREGORY R MOONAN	JURY DUTY	100-1361-512.35-91		7/2010	24.00
							Total	24.00
07/21/2010	207297	3702	MARYANN MOORE	JURY DUTY	100-1361-512.35-91		7/2010	12.00
							Total	12.00
07/21/2010	207298	3702	LINDA LOUISE EVE	JURY DUTY	100-1361-512.35-91		7/2010	12.00
							Total	12.00
07/21/2010	207299	3702	GARY D PULST	JURY DUTY	100-1361-512.35-91		7/2010	24.00
							Total	24.00
07/21/2010	207300	3702	JIMMY M QIUTMEYER	JURY DUTY	100-1361-512.35-91		7/2010	12.00
							Total	12.00
07/21/2010	207301	3702	FRANK P RITTER	JURY DUTY	100-1361-512.35-91		7/2010	24.00
							Total	24.00
07/21/2010	207302	3702	MARILYN K SORENSEN	JURY DUTY	100-1361-512.35-91		7/2010	12.00
							Total	12.00
07/21/2010	207303	3702	CARY DALE STUBBS	JURY DUTY	100-1361-512.35-91		7/2010	12.00
							Total	12.00
07/21/2010	207304	3702	LAWRENCE ALAN TAYLOR	JURY DUTY	100-1361-512.35-91		7/2010	24.00
							Total	24.00

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/21/2010	207305	3702	MORGAN CLAIRE WALTERS	JURY DUTY	100-1361-512.35-91		7/2010 Total	12.00 12.00
07/21/2010	207306	3702	PAUL WEAR	JURY DUTY	100-1361-512.35-91		7/2010 Total	12.00 12.00
07/21/2010	207307	3702	MARCELLA K ZELLMER	JURY DUTY	100-1361-512.35-91		7/2010 Total	12.00 12.00
07/21/2010	207308	3702	JUDY K ELLINGHAUSEN	JURY DUTY	100-1361-512.35-91		7/2010 Total	12.00 12.00
07/21/2010	207309	3702	SAMUEL HOCTER	Refund speeding ticket	100-0000-341.10-05		7/2010 Total	170.00 170.00
07/21/2010	207311	4334	ECOLAB PEST ELIMINATION	JUL 10 PEST CONTROL	100-2141-522.35-99		7/2010 Total	47.00 47.00
07/21/2010	207313	4422	NRPA	REF,PUBLICITY,TAXES,DUES	100-6433-562.33-51		7/2010 Total	145.00 145.00
07/21/2010	207323	6345	SUPERIOR BUSINESS EQUIP	MONTHLY USEAGE 06/27/10-0	100-1113-511.36-91		7/2010 Total	15.77 15.77
07/21/2010	207328	7214	RESPOND SYSTEMS	OFFICE SUPPLIES	100-6411-561.21-99		7/2010 Total	34.46 34.46
07/21/2010	207333	8270	MASTERCARD PROCESSING C	PARADISE POINT/2 RMS/OUTL EQUIP, FURN, FIXTURES EQUIP, FURN, FIXTURES EQUIP, FURN, FIXTURES SAMS/CLOROX WIPES TOWN PUMP/FUEL FOR EXTRAD OPERATING RATIO STUDY THR TRAVEL,CONFERENCES&SCHOOL TRAVEL,CONFERENCES&SCHOOL	100-2115-522.37-19 100-2112-522.24-99 100-2112-522.24-99 100-2112-522.24-99 100-2114-522.22-94 100-2125-522.37-19 100-6411-561.32-99 100-1411-511.37-99 100-1411-511.37-99		7/2010 7/2010 7/2010 7/2010 7/2010 7/2010 7/2010 7/2010 7/2010 Total	247.72 9.50 .34 1.47- 101.36 56.45 313.00 96.23 11.95 835.08
07/21/2010	207336	8479	CASCADE COUNTY PRINT SH	PRINTING & PUBLISHING PRINTING & PUBLISHING	100-1493-511.32-99 100-6433-562.32-99		7/2010 7/2010 Total	35.00 350.00 385.00
07/21/2010	207343	9117	BEST FRIENDS ANIMAL HOS	K-9 KELLY VET FEES/DENTIS	100-2122-522.35-18		7/2010 Total	424.67 424.67
07/21/2010	207349	10177	BENEFIS HOSPITALS EDUCA	TRAVEL,CONFERENCES&SCHOOL TRAVEL,CONFERENCES&SCHOOL	100-2124-522.37-19 100-2124-522.37-19		7/2010 7/2010 Total	648.00 35.00 683.00
07/21/2010	207356	10469	GREAT FALLS HISTORIC TR	100 ADULT HISTORIC/30 ADU	100-1493-511.25-99		7/2010 Total	2,160.00 2,160.00
07/21/2010	207360	10858	VERIZON WIRELESS	COMMUNICATION SERVICES	100-6411-561.31-32		7/2010	142.84

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/21/2010	207360	10858	VERIZON WIRELESS	COMMUNICATION SERVICES	100-6433-562.31-32		7/2010	131.11
				COMMUNICATION SERVICES	100-6433-562.31-32		7/2010	176.34
				COMMUNICATION SERVICES	100-6433-562.31-32		7/2010	135.09
							Total	585.38
07/21/2010	207364	11222	WCS TELECOM	COMMUNICATION SERVICES	100-6411-561.31-31		7/2010	50.11
							Total	50.11
07/21/2010	207367	11431	GE CAPITAL	RENTALS	100-6411-561.53-32		7/2010	993.54
							Total	993.54
07/21/2010	207370	11698	BEST INTERPRETING SERVI	PROFESSIONAL SERVICES	100-1361-512.35-11		7/2010	130.00
							Total	130.00
07/21/2010	207372	12002	EVERSON VICKI	OFFICE SUPPLIES	100-1493-511.21-99		7/2010	2.84
				CLEANING SUPPLIES	100-1493-511.22-99		7/2010	15.72
				COFFEE SUPPLIES/VOLUNTEER	100-1493-511.29-19		7/2010	121.11
							Total	139.67
07/21/2010	207384	12646	JUDY RIESENBERG	REFUND PARK RENTAL	100-0000-268.64-00		7/2010	35.00
							Total	35.00
07/21/2010	207385	12647	ROCKY MOUNTAIN FBINAA	91910-92210 GROVE/SHANKS/	100-2124-522.37-19		7/2010	360.00
							Total	360.00
07/21/2010	207387	12707	PATRICK BRENNAN	RABIES # 81908	100-0000-268.90-01		7/2010	15.00
				SPAY # 09 1184	100-0000-268.90-03		7/2010	200.00
							Total	215.00
07/21/2010	207388	12707	DAVID SPICER	SPAY CERT # 09 1175	100-0000-268.90-03		7/2010	100.00
							Total	100.00
07/21/2010	207389	12707	JODI ANDERSON	SPAY CERT # 09 1123	100-0000-268.90-03		7/2010	200.00
							Total	200.00
07/21/2010	207390	12707	ALLEN HAAGENSON	SPAY CERT # 09 1168	100-0000-268.90-03		7/2010	100.00
							Total	100.00
07/21/2010	207391	12707	RODNEY JACKSON	SPAY CERT # 09 1161	100-0000-268.90-03		7/2010	200.00
							Total	200.00
07/21/2010	207392	12707	KORY BLEAK	RABIES CERT # 81913	100-0000-268.90-01		7/2010	15.00
				SPAY CERT # 09 1186	100-0000-268.90-03		7/2010	200.00
							Total	215.00
07/21/2010	207393	12707	ANITA GRUTSCH	SPAY CERT # 09 1097	100-0000-268.90-03		7/2010	55.34
							Total	55.34
07/21/2010	207394	12707	ANCARE VETERINARY CLINI	RABIES CERT # 81738	100-0000-268.90-01		7/2010	15.00
				SPAY CERT # 09 1097	100-0000-268.90-03		7/2010	144.66
							Total	159.66
07/21/2010	207397	12915	BIG SKY ANIMAL MEDICAL	RABIES CERT # 81850/81831	100-0000-268.90-01		7/2010	150.00

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
							Total	150.00
07/21/2010	207398	12958	DOYON GREGORY T	Crisis Leadershp Billings	100-1411-511.37-99		7/2010	221.00
							Total	221.00
07/21/2010	207406	13247	ADVANCED MULTIMEDIA SOL	JUL 10 EUDL WEB SITE HOST	100-2191-522.35-99	211003	7/2010	49.95
							Total	49.95
07/21/2010	207409	13408	MANNING KATIE	TRAVEL, CONFERENCES&SCHOOL	100-6433-562.37-15		7/2010	66.50
							Total	66.50
07/21/2010	207410	13409	BOLAND ELLEN	TRAVEL, CONFERENCES&SCHOOL	100-6433-562.37-15		7/2010	69.00
							Total	69.00
07/21/2010	207411	13410	MCCAFFERTY HALLIE	TRAVEL, CONFERENCES&SCHOOL	100-6433-562.37-15		7/2010	67.50
							Total	67.50
07/21/2010	207413	13425	LOCH BRIAN	TRAVEL, CONFERENCES&SCHOOL	100-6433-562.37-15		7/2010	45.50
							Total	45.50
07/28/2010	207419	9	JOHNSON MADISON LUMBER	REPAIR & MAINT SERVICES	100-2411-522.36-12		7/2010	346.38
							7/2010	33.80
							7/2010	362.98
							7/2010	116.68
							7/2010	40.85
							7/2010	109.25
							7/2010	41.65
							7/2010	21.50
							Total	1,073.09
07/28/2010	207420	10	K-MART 3094	OPERATING SUPPLIES	100-6433-562.22-99		7/2010	28.46
							7/2010	13.98
							Total	42.44
07/28/2010	207423	25	PROBUILD (FORMERLY POUL	OPERATING SUPPLIES	100-6433-562.22-64		7/2010	19.77
							7/2010	8.67
							Total	28.44
07/28/2010	207424	32	STROBELS RENTALS INC	OPERATING SUPPLIES	100-6433-562.22-99		7/2010	50.00
							7/2010	30.00
							Total	80.00
07/28/2010	207426	37	BEARING SALES INC	EQUIP, FURN, FIXTURES	100-2411-522.24-19		7/2010	13.54
							Total	13.54
07/28/2010	207428	40	BIG R STORES (CSWW INC)	OPERATING SUPPLIES	100-6433-562.22-99		7/2010	10.10
							7/2010	129.92
							7/2010	7.98
							Total	148.00
07/28/2010	207431	52	CONSOLIDATED ELECTRICAL	REPAIR & MAINT SUPPLIES	100-6433-562.23-72		7/2010	17.64
							7/2010	34.44
							7/2010	17.82

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
							Total	69.90
07/28/2010	207432	64	FLEET SUPPLY COMPANY	OPERATING SUPPLIES	100-6433-562.22-94		7/2010	10.92
				OPERATING SUPPLIES	100-6433-562.22-99		7/2010	12.45
							Total	23.37
07/28/2010	207433	65	GENERAL DISTRIBUTING CO	OPERATING SUPPLIES	100-6433-562.22-99		7/2010	78.97
				REPAIR & MAINT SERVICES	100-2411-522.36-59		7/2010	33.60
							Total	112.57
07/28/2010	207434	67	GLACIER STATE ELECTRIC	REPAIR & MAINT SUPPLIES	100-6433-562.23-72		7/2010	237.08
				REPAIR & MAINT SUPPLIES	100-6433-562.23-72		7/2010	70.62
							Total	307.70
07/28/2010	207435	68	NAPA AUTO PARTS OF GREA	OPERATING SUPPLIES	100-2411-522.22-94		7/2010	32.32
				REPAIR & MAINT SUPPLIES	100-6433-562.23-17		7/2010	75.84
				OPERATING SUPPLIES	100-2411-522.22-12		7/2010	5.88
							Total	114.04
07/28/2010	207438	81	QWEST	COMMUNICATION SERVICES	100-6433-562.31-99		7/2010	35.54
				COMMUNICATION SERVICES	100-2411-522.31-31		7/2010	54.34
				PHONE SERVICE FOR FAX LIN	100-1361-512.31-31		7/2010	44.26
				COMMUNICATION SERVICES	100-2411-522.31-31		7/2010	273.65
				COMMUNICATION SERVICES	100-2411-522.31-31		7/2010	54.34
				COMMUNICATION SERVICES	100-2411-522.31-31		7/2010	54.34
				COMMUNICATION SERVICES	100-2411-522.31-31		7/2010	62.78
							Total	579.25
07/28/2010	207439	82	NORTHWESTERN ENERGY	07248990	100-6433-562.34-12		7/2010	8.10
				07249014	100-6433-562.34-12		7/2010	28.23
				07249071	100-6433-562.34-12		7/2010	18.07
				07249089	100-6433-562.34-12		7/2010	8.05
				07249105	100-6433-562.34-12		7/2010	7.25
				07249113	100-6433-562.34-12		7/2010	11.62
				07249139	100-6433-562.34-12		7/2010	7.28
				07249147	100-6433-562.34-12		7/2010	7.32
				0724931	100-6433-562.34-12		7/2010	270.48
				07249329	100-6433-562.34-12		7/2010	11.50
				07249337	100-6433-562.34-12		7/2010	12.68
				07249345	100-6433-562.34-12		7/2010	7.25
				07249360	100-6433-562.34-12		7/2010	11.14
				07249501	100-6433-562.34-12		7/2010	31.96
				07249527	100-6433-562.34-12		7/2010	7.25
				07249634	100-6433-562.34-12		7/2010	7.25
				07249642	100-6433-562.34-12		7/2010	32.80
				07249709	100-6433-562.34-12		7/2010	7.25
				07249774	100-6411-561.34-12		7/2010	1.36
				07249774	100-6433-562.34-12		7/2010	12.65
				07249865	100-6433-562.34-12		7/2010	35.00
				07249881	100-6433-562.34-12		7/2010	7.78
				07251846	100-6433-562.34-12		7/2010	7.25
							Total	559.52

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07/28/2010	207440	84	A T KLEMENS INC	SHUT DOWN BOILERS AT ALL	100-2411-522.36-12		7/2010	81.25
							Total	81.25
07/28/2010	207444	118	MOSCH ELECTRIC MOTORS I	EQUIP, FURN, FIXTURES	100-6433-562.24-99		7/2010	216.00
							Total	216.00
07/28/2010	207445	121	UNITED MATERIALS OF GRE	OPERATING SUPPLIES	100-6433-562.22-99		7/2010	170.94
				OPERATING SUPPLIES	100-6433-562.22-99		7/2010	120.56
							Total	291.50
07/28/2010	207447	142	NORTHWEST PIPE FITTINGS	OPERATING SUPPLIES	100-6433-562.22-64		7/2010	75.92
				OPERATING SUPPLIES	100-6433-562.22-64		7/2010	167.60
				OPERATING SUPPLIES	100-6433-562.22-64		7/2010	34.50
				OPERATING SUPPLIES	100-6433-562.22-69		7/2010	15.38
				OPERATING SUPPLIES	100-6433-562.22-64		7/2010	49.65
							Total	343.05
07/28/2010	207449	191	RYANS CASH & CARRY	OPERATING SUPPLIES	100-2411-522.22-94		7/2010	17.70
				OPERATING SUPPLIES	100-6433-562.22-99		7/2010	4.95
							Total	22.65
07/28/2010	207450	195	2M COMPANY INC (RD RR9)	OPERATING SUPPLIES	100-6433-562.22-64		7/2010	480.42
				OPERATING SUPPLIES	100-6433-562.22-99		7/2010	425.00
							Total	905.42
07/28/2010	207451	198	MASCO JANITORIAL SUPPLY	OPERATING SUPPLIES	100-6433-562.22-94		7/2010	35.20
				OPERATING SUPPLIES	100-6433-562.22-94		7/2010	158.97
				OPERATING SUPPLIES	100-6433-562.22-94		7/2010	13.51
				OPERATING SUPPLIES	100-6433-562.22-94		7/2010	125.28
				OPERATING SUPPLIES	100-6433-562.22-94		7/2010	125.28
				OPERATING SUPPLIES	100-6433-562.22-94		7/2010	24.54
							Total	482.78
07/28/2010	207457	290	BIG SKY POWER	EQUIP, FURN, FIXTURES	100-2411-522.24-19		7/2010	50.92
							Total	50.92
07/28/2010	207458	293	DAVIS BUSINESS MACHINES	EQUIP, FURN, FIXTURES	100-2141-522.24-99		7/2010	42.00
				REPAIR & MAINT SERVICES	100-1113-511.36-91		7/2010	174.80
				REPAIR & MAINT SERVICES	100-2111-522.36-91		7/2010	234.57
				PROFESSIONAL SERVICES	100-2115-522.35-99		7/2010	6.18
				EQUIP, FURN, FIXTURES	100-2141-522.24-99		7/2010	20.28
							Total	477.83
07/28/2010	207460	367	PICKWICK'S OFFICE WORKS	OFFICE SUPPLIES	100-6411-561.21-99		7/2010	27.52
				OFFICE SUPPLIES	100-2411-522.21-32		7/2010	45.57
				OFFICE SUPPLIES	100-1493-511.21-99		7/2010	15.38
				GENERAL OFFICE SUPPLIES	100-2111-522.21-99		7/2010	138.30
				CDS/SLEEVES/BATTERIES	100-2112-522.21-99		7/2010	154.51
				TONER CARTRIDGE	100-2114-522.22-99		7/2010	282.99
				TONER CARTRIDGE/CDS/SLEEV	100-2115-522.22-93		7/2010	173.90
				CARTRIDGES/CDS//SLEEVES/B	100-2115-522.22-99		7/2010	354.50
				ADDRESS LABELS/HIGHLIGHTE	100-2125-522.21-99		7/2010	20.78
				OPERATING SUPPLIES	100-2115-522.22-93		7/2010	50.27

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/28/2010	207460	367	PICKWICK'S OFFICE WORKS	OFFICE SUPPLIES	100-2111-522.21-99		7/2010	6.86
							Total	1,270.58
07/28/2010	207462	388	NATIONAL LAUNDRY	OPERATING SUPPLIES	100-6433-562.22-95		7/2010	4.38
				OPERATING SUPPLIES	100-6433-562.22-95		7/2010	9.24
				OPERATING SUPPLIES	100-6433-562.22-95		7/2010	5.43
							Total	19.05
07/28/2010	207464	405	CRESCENT ELECTRIC SUPPL	REPAIR & MAINT SUPPLIES	100-6433-562.23-72		7/2010	52.77
				REPAIR & MAINT SUPPLIES	100-6433-562.23-72		7/2010	47.55
				REPAIR & MAINT SUPPLIES	100-6433-562.23-72		7/2010	162.38
				REPAIR & MAINT SUPPLIES	100-6433-562.23-72		7/2010	14.94
							Total	277.64
07/28/2010	207467	638	EXPRESS SERVICES INC	OFFICE SUPPORT	100-2411-522.35-99		7/2010	541.20
							Total	541.20
07/28/2010	207475	1065	MOUNTAIN CHIME TELEPHON	PROFESSIONAL SERVICES	100-2114-522.35-99		7/2010	312.15
							Total	312.15
07/28/2010	207476	1652	WILBUR-ELLIS COMPANY	OPERATING SUPPLIES	100-6433-562.22-99		7/2010	70.40
				OPERATING SUPPLIES	100-6433-562.22-99		7/2010	1,018.80
				OPERATING SUPPLIES	100-6433-562.22-99		7/2010	78.75
							Total	1,167.95
07/28/2010	207481	1828	SUTPHIN DWANE	OPERATING SUPPLIES	100-2411-522.22-94		7/2010	11.88
							Total	11.88
07/28/2010	207482	1922	WARDEN PAPER CO	OFFICE SUPPLIES	100-2411-522.21-11		7/2010	192.99
							Total	192.99
07/28/2010	207487	2286	HEIMAN FIRE EQUIPMENT I	TURNOUT SET	100-2411-522.24-17		7/2010	1,464.35
							Total	1,464.35
07/28/2010	207496	3486	GREAT FALLS LUMBER	EQUIP, FURN, FIXTURES	100-2411-522.24-11		7/2010	20.53
							Total	20.53
07/28/2010	207498	3805	CENTRAL LOCK & KEY PLUS	OPERATING SUPPLIES	100-6433-562.22-99		7/2010	110.00
							Total	110.00
07/28/2010	207499	3949	EQUIFAX CREDIT INFORMAT	JUL 10 CREDIT SERVICES FE	100-2126-522.33-51		7/2010	20.00
							Total	20.00
07/28/2010	207502	4334	ECOLAB PEST ELIMINATION	JUL 10 PEST CONTROL	100-2114-522.36-91		7/2010	96.00
							Total	96.00
07/28/2010	207503	4813	DAVIDSON TRAVEL INC	TRAVEL, CONFERENCES & SCHOOL	100-2411-522.37-17		7/2010	1,093.80
				AIRFARE/DWI INSTRUCTOR/08	100-2191-522.35-99	211003	7/2010	1,721.60
				AIRFARE/BLOODSTAIN ANALYS	100-2124-522.37-19		7/2010	605.80
							Total	3,421.20
07/28/2010	207504	4876	ACE HARDWARE	EQUIP, FURN, FIXTURES	100-6411-561.24-99		7/2010	37.43
				EQUIP, FURN, FIXTURES	100-6411-561.24-99		7/2010	14.97-

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
							Total	22.46
07/28/2010	207507	5178	DOUBLE G ENGRAVING & AW	RUBBER STAMPS FOR PLAN RE	100-2411-522.21-99		7/2010	215.00
							Total	215.00
07/28/2010	207513	6567	PLAYGROUND LOUNGE	APPLICATION REFUND	100-0000-111.00-00		7/2010	35.00
							Total	35.00
07/28/2010	207514	6589	LAWSON PRODUCTS INC	EQUIP, FURN, FIXTURES	100-6433-562.24-11		7/2010	116.78
				OPERATING SUPPLIES	100-6433-562.22-99		7/2010	256.20
							Total	372.98
07/28/2010	207520	7214	RESPOND SYSTEMS	OPERATING SUPPLIES	100-6433-562.22-99		7/2010	84.16
							Total	84.16
07/28/2010	207522	7497	KENCO ENTERPRISES INC	PROFESSIONAL SERVICES	100-1493-511.35-99		7/2010	24.00
							Total	24.00
07/28/2010	207525	7938	PLAZA UNITED PHARMACY	OPERATING SUPPLIES	100-2411-522.22-71		7/2010	460.98
							Total	460.98
07/28/2010	207527	8197	POWER PRO	REPAIR & MAINT SUPPLIES	100-2411-522.23-17		7/2010	106.50
				REPAIR & MAINT SUPPLIES	100-2411-522.23-17		7/2010	19.20
				REPAIR & MAINT SUPPLIES	100-6433-562.23-17		7/2010	42.00
				REPAIR & MAINT SUPPLIES	100-6433-562.23-17		7/2010	24.60
				REPAIR & MAINT SUPPLIES	100-6433-562.23-17		7/2010	31.60
							Total	223.90
07/28/2010	207528	8270	MASTERCARD PROCESSING C	REPAIR & MAINT SERVICES	100-2114-522.36-59		7/2010	124.88
				ABOUT LEARNING/50 LEARNIN	100-2124-522.37-19		7/2010	666.13
							Total	791.01
07/28/2010	207533	8915	FERGUSON ENTERPRISES IN	REPAIR & MAINT SUPPLIES	100-6433-562.23-72		7/2010	15.29
							Total	15.29
07/28/2010	207544	10469	GREAT FALLS HISTORIC TR	100 HISTORIC AND 100 CITY	100-1493-511.25-99		7/2010	3,000.00
							Total	3,000.00
07/28/2010	207554	11200	SOUTHERN POLICE CANINE	3 DAY CANINE TRAINING FEE	100-2124-522.37-19		7/2010	1,500.00
							Total	1,500.00
07/28/2010	207555	11222	WCS TELECOM	LONG DISTANCE	100-2411-522.31-31		7/2010	43.46
							Total	43.46
07/28/2010	207558	11353	I STATE TRUCK CENTER IN	RADIATOR HOSE & CLAMP FOR	100-2411-522.36-59		7/2010	45.67
							Total	45.67
07/28/2010	207560	11369	VISION NET INC	3 YR T-1 AGRE MUNI CT TO	100-1361-512.31-31		7/2010	249.00
							Total	249.00
07/28/2010	207564	11886	BAKER BOBS BAKERY	HOSPITALITY FOR BASIC SPA	100-2124-522.37-19		7/2010	225.00
							Total	225.00

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/28/2010	207565	11895	LEWIS & CLARK SERVICES	VISITOR CENTER MERCHANDIS	100-1493-511.25-99		7/2010	72.00
							Total	72.00
07/28/2010	207570	12296	NITRO-GREEN PRO LAWN& T	PROFESSIONAL SERVICES	100-2411-522.35-99		7/2010	70.00
				PROFESSIONAL SERVICES	100-2411-522.35-99		7/2010	108.00
							Total	178.00
07/28/2010	207572	12408	BELTER PAT	VISITOR CENTER MERCHANDIS	100-1493-511.25-99		7/2010	24.00
							Total	24.00
07/28/2010	207577	12646	CONOCO PHILLIPS CO.	REFUND OF ALCOHOL DEPOSIT	100-0000-268.64-00		7/2010	35.00
							Total	35.00
07/28/2010	207578	12646	HOLLY ZARENSKI	DRAMA CAMP REFUND	100-0000-268.64-00		7/2010	90.00
							Total	90.00
07/28/2010	207579	12647	IOWA STATE UNIVERSITY	BLOODTAIN ANALYSIS REGIST	100-2124-522.37-19		7/2010	100.00
							Total	100.00
07/28/2010	207580	12647	WINGATE BY WYNDHAM	HOTEL/DWI INSTRUCTOR/0801	100-2191-522.35-99	211003	7/2010	400.02
							Total	400.02
07/28/2010	207582	12707	DAWN MILLER	SPAY CERT # 09 1159	100-0000-268.90-03		7/2010	200.00
							Total	200.00
07/28/2010	207583	12777	SCHEER STEVE	DWI INSTRUCTOR COURSE	100-0000-129.10-00		7/2010	1,000.00
							Total	1,000.00
07/28/2010	207584	12873	BRESNAN COMMUNICATIONS	EUDL ADVERTISEMENT FEES 07	100-2191-522.35-99	211103	7/2010	1,500.00
							Total	1,500.00
07/28/2010	207587	13004	SIMPSON DR DAVID	PROFESSIONAL SERVICES	100-2411-522.35-99		7/2010	1,200.00
				PROFESSIONAL SERVICES	100-2411-522.35-99		7/2010	1,200.00
							Total	2,400.00
07/28/2010	207588	13012	BENNETT JAMIE	REIMBURSE CASH DRAWER FOR	100-0000-268.90-01		7/2010	15.00
				REIMBURSE CASH DRAWER FOR	100-0000-344.60-01		7/2010	20.00
							Total	35.00
07/28/2010	207589	13039	NCE CRAWFORD EMCOTEK	INCINERATOR REPAIR PARTS	100-2141-522.23-72		7/2010	127.35
							Total	127.35
07/28/2010	207591	13073	KIESTER GARY	TRAVEL, CONFERENCES&SCHOOL	100-6433-562.37-15		7/2010	13.75
							Total	13.75
07/28/2010	207592	13091	CAPITAL COMMUNICATIONS	REPAIR & MAINT SERVICES	100-2411-522.36-59		7/2010	89.50
							Total	89.50
07/28/2010	207595	13122	INSTITUTE OF POLICE TEC	PROFESSIONAL SERVICES	100-2191-522.35-99	211003	7/2010	695.00
				PROFESSIONAL SERVICES	100-2191-522.35-99	211003	7/2010	695.00
							Total	1,390.00
07/28/2010	207598	13323	DE LAGE LANDEN FINANCIA	JUL 10 COPIER LEASE FEES	100-2111-522.24-99		7/2010	589.00

Prepared: 07/28/2010, 9:02:59
 Program: GM179L
 Bank: 01 HTE SUB-SYS AND MASTER

CITY OF GREAT FALLS
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT	
							Total	589.00	
07/28/2010	207600	13408	MANNING KATIE	TRAVEL, CONFERENCES&SCHOOL	100-6433-562.37-15		7/2010	121.00	
							Total	121.00	
07/28/2010	207601	13409	BOLAND ELLEN	TRAVEL, CONFERENCES&SCHOOL	100-6433-562.37-15		7/2010	100.00	
							Total	100.00	
07/28/2010	207602	13410	MCCAFFERTY HALLIE	TRAVEL, CONFERENCES&SCHOOL	100-6433-562.37-15		7/2010	96.00	
							Total	96.00	
07/28/2010	207604	13425	LOCH BRIAN	TRAVEL, CONFERENCES&SCHOOL	100-6433-562.37-15		7/2010	69.50	
							Total	69.50	
07/28/2010	207606	13428	FISHER DENNIS	TRAVEL, CONFERENCES&SCHOOL	100-6433-562.37-15		7/2010	13.75	
							Total	13.75	
137 Checks							** Fund Total		42,105.11

Prepared: 07/28/2010, 9:02:59
Program: GM179L
Bank: 01 HTE SUB-SYS AND MASTER

CITY OF GREAT FALLS
CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/21/2010	207237	77	GREAT FALLS TRIBUNE	PRINTING & PUBLISHING	211-1511-515.32-51	641008	7/2010	135.00
							Total	135.00
				1 Checks	** Fund Total			135.00

Prepared: 07/28/2010, 9:02:59
 Program: GM179L
 Bank: 01 HTE SUB-SYS AND MASTER

CITY OF GREAT FALLS
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/21/2010	207237	77	GREAT FALLS TRIBUNE	PRINTING & PUBLISHING	213-1811-512.32-51		7/2010	139.80
							Total	139.80
07/21/2010	207310	4123	GREAT FALLS TRANSIT DIS	INSTITUTION GRANTS/SUBS	213-1811-512.57-15		7/2010	22,356.29
							Total	22,356.29
07/21/2010	207323	6345	SUPERIOR BUSINESS EQUIP	MONTHLY USEAGE 06/27/10-0	213-1811-512.36-91		7/2010	15.78
							Total	15.78
07/21/2010	207325	6567	MARILYN MATHERN		213-0000-341.40-09		7/2010	25.00
							Total	25.00
07/28/2010	207427	39	SULLIVANS COMPUTERS & E	OFFICE SUPPLIES	213-1811-512.21-99		7/2010	1.25
				OFFICE SUPPLIES	213-1811-512.21-99		7/2010	5.90
							Total	7.15
07/28/2010	207458	293	DAVIS BUSINESS MACHINES	REPAIR & MAINT SERVICES	213-1811-512.36-91		7/2010	175.04
							Total	175.04
07/28/2010	207560	11369	VISION NET INC	VIDE CONFERENCE-DPTY DIRE	213-1811-512.37-94		7/2010	100.00
							Total	100.00
7 Checks ** Fund Total								22,819.06

Prepared: 07/28/2010, 9:02:59
Program: GM179L
Bank: 01 HTE SUB-SYS AND MASTER

CITY OF GREAT FALLS
CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/21/2010	207381	12645	ANDERS BLEWETT	REIMB.FOR DOMAIN HOSTING	219-1511-511.21-99	140310	7/2010	23.24
							Total	23.24
				1 Checks	** Fund Total			23.24

Prepared: 07/28/2010, 9:02:59
 Program: GM179L
 Bank: 01 HTE SUB-SYS AND MASTER

CITY OF GREAT FALLS
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/21/2010	207229	46	CASCADE ELECTRIC CO INC	PROFESSIONAL SERVICES	221-2113-522.35-99	221001	7/2010	222.70
							Total	222.70
07/21/2010	207267	1065	MOUNTAIN CHIME TELEPHON	PROFESSIONAL SERVICES	221-2113-522.35-99	221001	7/2010	592.50
							Total	592.50
07/21/2010	207348	9903	QWEST	PROFESSIONAL SERVICES	221-2113-522.35-99	221001	7/2010	1,710.00
							Total	1,710.00
07/28/2010	207438	81	QWEST	COMMUNICATION SERVICES	221-2113-522.31-31	221003	7/2010	631.86
							Total	631.86
07/28/2010	207528	8270	MASTERCARD PROCESSING C	ERGO/2 6 MONITOR DESK STA	221-2113-522.24-99	221003	7/2010	1,099.90
							Total	1,099.90
5 Checks ** Fund Total								4,256.96

Prepared: 07/28/2010, 9:02:59
Program: GM179L
Bank: 01 HTE SUB-SYS AND MASTER

CITY OF GREAT FALLS
CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/28/2010	207528	8270	MASTERCARD PROCESSING C	AMAZON/CAMERA CASE	222-2118-522.39-22	211012	7/2010	3.69
				AMAZON/2 CAMERAS AND ACCE	222-2191-525.24-99	211104	7/2010	1,598.00
							Total	1,601.69
07/28/2010	207550	10858	VERIZON WIRELESS	INVESTIGATIONS CELL BILL	222-2118-522.31-32	211012	7/2010	12.96
							Total	12.96
				2 Checks	** Fund Total			1,614.65

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/21/2010	207222	15	NORMONT EQUIPMENT CO	TRAFFIC CONTROL CANDLES &	237-3131-532.22-99		7/2010 Total	1,482.25 1,482.25
07/21/2010	207224	25	PROBUILD (FORMERLY POUL	OPERATING SUPPLIES	237-3131-532.22-99		7/2010 Total	2.95 2.95
07/21/2010	207227	40	BIG R STORES (CSWW INC)	OPERATING SUPPLIES	237-3131-532.22-99		7/2010 Total	59.98 59.98
07/21/2010	207228	43	BLENDS COPY SHOP INC	OPERATING SUPPLIES OPERATING SUPPLIES	237-3131-532.22-99 237-3131-532.22-99		7/2010 7/2010 Total	15.00 70.00 85.00
07/21/2010	207232	64	FLEET SUPPLY COMPANY	EQUIP, FURN, FIXTURES	237-3136-532.24-11		7/2010 Total	59.95 59.95
07/21/2010	207235	67	GLACIER STATE ELECTRIC	EQUIP, FURN, FIXTURES	237-3136-532.24-11		7/2010 Total	218.00 218.00
07/21/2010	207238	81	QWEST	COMMUNICATION SERVICES	237-3131-532.31-31		7/2010 Total	56.54 56.54
07/21/2010	207239	82	NORTHWESTERN ENERGY	June 2010 charges	237-3136-532.34-12		7/2010 Total	25.26 25.26
07/21/2010	207259	388	NATIONAL LAUNDRY	REPAIR & MAINT SERVICES	237-3131-532.36-91		7/2010 Total	18.42 18.42
07/21/2010	207270	1466	GREAT FALLS REDI-MIX IN	MAINT SUPPLIES & MATERIAL	237-3131-532.27-99		7/2010 Total	12,932.78 12,932.78
07/21/2010	207271	1486	GREAT FALLS ICE COMPANY	FUEL CHARGE	237-3131-532.22-99		7/2010 Total	25.20 25.20
07/21/2010	207279	2129	BIG SKY FIRE/AFFIRMED M	REPAIR & MAINT SERVICES REPAIR & MAINT SERVICES OPERATING SUPPLIES	237-3131-532.36-91 237-3136-532.36-91 237-3131-532.22-99		7/2010 7/2010 7/2010 Total	2.33 2.32 24.55 29.20
07/21/2010	207283	2730	SERVICEMASTER ALL PURPO	REPAIR & MAINT SERVICES REPAIR & MAINT SERVICES	237-3131-532.36-91 237-3136-532.36-91		7/2010 7/2010 Total	374.00 68.00 442.00
07/21/2010	207314	4465	VULCAN INC	TRAFFIC & ELECTRIC SUPP	237-3136-532.26-11		7/2010 Total	488.95 488.95
07/21/2010	207320	5449	ANDERSON GLASS-DOORS-WI	INSTALLS CLEAR SAFETY GLA	237-3136-532.36-12		7/2010 Total	314.83 314.83
07/21/2010	207332	8197	POWER PRO	OPERATING SUPPLIES	237-3131-532.22-99		7/2010 Total	68.40 68.40
07/21/2010	207352	10388	KENNAMETAL INC	OPERATING SUPPLIES	237-3131-532.22-99		7/2010	1,976.90

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
							Total	1,976.90
07/21/2010	207355	10435	BUG DOCTOR	OTHER PURCHASED SERVICES	237-3131-532.39-99		7/2010	11.25
				PROFESSIONAL SERVICES	237-3136-532.35-99		7/2010	11.25
							Total	22.50
07/21/2010	207363	11168	BIG SKY HYDRAULICS & MA	TRAFFIC & ELECTRIC SUPP	237-3136-532.26-13		7/2010	342.24
							Total	342.24
07/21/2010	207379	12526	WESTERN SYSTEMS INC	TOOL FOR DETECTING UNDERG	237-3136-532.26-12		7/2010	803.00
							Total	803.00
07/28/2010	207419	9	JOHNSON MADISON LUMBER	OPERATING SUPPLIES	237-3131-532.22-99		7/2010	59.40
				OPERATING SUPPLIES	237-3136-532.22-99		7/2010	18.90
							Total	78.30
07/28/2010	207423	25	PROBUILD (FORMERLY POUL	EQUIP, FURN, FIXTURES	237-3136-532.24-11		7/2010	16.98
							Total	16.98
07/28/2010	207430	50	COLUMBIA PAINT & COATIN	OPERATING SUPPLIES	237-3136-532.22-99		7/2010	17.58
							Total	17.58
07/28/2010	207432	64	FLEET SUPPLY COMPANY	OPERATING SUPPLIES	237-3131-532.22-99		7/2010	7.90
							Total	7.90
07/28/2010	207438	81	QWEST	COMMUNICATION SERVICES	237-3131-532.31-31		7/2010	13.51
							Total	13.51
07/28/2010	207439	82	NORTHWESTERN ENERGY	07249096	237-3136-532.34-12		7/2010	12.08
				07258635	237-3136-532.34-12		7/2010	11.03
				07258643	237-3136-532.34-12		7/2010	18.46
				07258650	237-3136-532.34-12		7/2010	14.18
				07258676	237-3136-532.34-12		7/2010	11.84
				07258684	237-3136-532.34-12		7/2010	11.96
				07258700	237-3136-532.34-12		7/2010	45.55
				07258718	237-3136-532.34-12		7/2010	11.56
				07258726	237-3136-532.34-12		7/2010	14.03
				07258734	237-3136-532.34-12		7/2010	17.65
				07258742	237-3136-532.34-12		7/2010	19.37
				07258759	237-3136-532.34-12		7/2010	11.44
				07259021	237-3136-532.34-12		7/2010	14.46
				07259062	237-3136-532.34-12		7/2010	11.69
				07259070	237-3136-532.34-12		7/2010	11.84
				07259088	237-3136-532.34-12		7/2010	11.09
				07259104	237-3136-532.34-12		7/2010	11.17
				07259112	237-3136-532.34-12		7/2010	11.30
				07259120	237-3136-532.34-12		7/2010	11.30
							Total	282.00
07/28/2010	207445	121	UNITED MATERIALS OF GRE	IMPROVE OTHER THAN BLDGS	237-3131-535.93-19	371006	7/2010	28,276.97
				MAINT SUPPLIES & MATERIAL	237-3131-532.27-99		7/2010	1,379.86
				MAINT SUPPLIES & MATERIAL	237-3131-532.27-99		7/2010	239.00
				MAINT SUPPLIES & MATERIAL	237-3131-532.27-99		7/2010	4,301.52

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/28/2010	207445	121	UNITED MATERIALS OF GRE	MAINT SUPPLIES & MATERIAL	237-3131-532.27-99		7/2010	202.00
				MAINT SUPPLIES & MATERIAL	237-3131-532.27-99		7/2010	1,529.60
				MAINT SUPPLIES & MATERIAL	237-3131-532.27-99		7/2010	9,798.04
				MAINT SUPPLIES & MATERIAL	237-3131-532.27-99		7/2010	303.00
				MAINT SUPPLIES & MATERIAL	237-3131-532.27-99		7/2010	303.00
				MAINT SUPPLIES & MATERIAL	237-3131-532.27-99		7/2010	7,651.82
				MAINT SUPPLIES & MATERIAL	237-3131-532.27-99		7/2010	681.75
				MAINT SUPPLIES & MATERIAL	237-3131-532.27-99		7/2010	3,824.00
				MAINT SUPPLIES & MATERIAL	237-3131-532.27-99		7/2010	328.25
				MAINT SUPPLIES & MATERIAL	237-3131-532.27-99		7/2010	4,082.38
				MAINT SUPPLIES & MATERIAL	237-3131-532.27-99		7/2010	9,826.24
				MAINT SUPPLIES & MATERIAL	237-3131-532.27-99		7/2010	6,978.80
				MAINT SUPPLIES & MATERIAL	237-3131-532.27-99		7/2010	151.50
				MAINT SUPPLIES & MATERIAL	237-3131-532.27-99		7/2010	12,236.80
							Total	92,094.53
07/28/2010	207446	136	MT DEPT OF REVENUE	1% IMPROVE OTHER THAN BLDGS	237-3131-535.93-19	371006	7/2010	285.63
				IMPROVE OTHER THAN BLDGS	237-3131-535.93-19	371003	7/2010	408.28
							Total	693.91
07/28/2010	207459	338	MONTANA REFINING COMPAN	SS-1 EMULSION	237-3131-532.27-99		7/2010	1,248.00
							Total	1,248.00
07/28/2010	207462	388	NATIONAL LAUNDRY	REPAIR & MAINT SERVICES	237-3131-532.36-91		7/2010	18.42
							Total	18.42
07/28/2010	207465	549	GREAT FALLS PAPER & SUP	REPAIR & MAINT SERVICES	237-3131-532.36-91		7/2010	17.73
				REPAIR & MAINT SERVICES	237-3136-532.36-91		7/2010	17.73
							Total	35.46
07/28/2010	207493	2886	TOOL BOX INC	OPERATING SUPPLIES	237-3136-532.22-99		7/2010	19.60
							Total	19.60
07/28/2010	207495	3263	CARNAHAN TOWING & REPAI	TOWING CHARGE FOR PAVING	237-3131-532.39-99		7/2010	25.00
							Total	25.00
07/28/2010	207506	4917	GREGOIRE CONSTRUCTION	IMPROVE OTHER THAN BLDGS	237-3131-535.93-17	311001	7/2010	1,140.00
				IMPROVE OTHER THAN BLDGS	237-3131-535.93-19	371003	7/2010	40,419.87
							Total	41,559.87
07/28/2010	207527	8197	POWER PRO	OPERATING SUPPLIES	237-3131-532.22-99		7/2010	7.10
							Total	7.10
07/28/2010	207528	8270	MASTERCARD PROCESSING C	MAINT SUPPLIES & MATERIAL	237-3131-532.27-99		7/2010	25.01
				TRAFFIC & ELECTRIC SUPP	237-3136-532.26-13		7/2010	31.13
				TRAVEL, CONFERENCES&SCHOOL	237-3136-532.37-99		7/2010	1,555.38-
							Total	1,499.24-
07/28/2010	207545	10681	K & K TRUCKING INC	DELIVERY FOR SPRAY INJECT	237-3131-532.27-99		7/2010	400.00
							Total	400.00
07/28/2010	207551	11038	HUSKY OIL MARKETING COM	WSPE-1 TOTES OIL	237-3131-532.27-99		7/2010	4,472.81
							Total	4,472.81

Prepared: 07/28/2010, 9:02:59
Program: GM179L
Bank: 01 HTE SUB-SYS AND MASTER

CITY OF GREAT FALLS
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07/28/2010	207555	11222	WCS TELECOM	COMMUNICATION SERVICES	237-3131-532.31-31		7/2010	10.02
				COMMUNICATION SERVICES	237-3136-532.31-31		7/2010	10.26
							Total	20.28
				39 Checks	** Fund Total			158,966.36

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/21/2010	207254	280	PITNEY BOWES INC	APRIL 30-JUL 30,2010	251-6111-561.31-11		7/2010 Total	447.00 447.00
07/21/2010	207278	1922	WARDEN PAPER CO	OFFICE SUPPLIES	251-6111-561.21-99		7/2010 Total	131.82 131.82
07/21/2010	207279	2129	BIG SKY FIRE/AFFIRMED M	OFFICE SUPPLIES	251-6111-561.21-99		7/2010 Total	36.10 36.10
07/21/2010	207319	5124	SOFTWORX INC	JULY INTERNET CHARGES	251-6111-561.31-99		7/2010 Total	188.00 188.00
07/21/2010	207323	6345	SUPERIOR BUSINESS EQUIP	REPLACE FUSER	251-6111-561.36-39		7/2010 Total	79.00 79.00
07/21/2010	207333	8270	MASTERCARD PROCESSING C	PROPERTY OF GFPL STAMP	251-6111-561.32-99		7/2010 Total	51.00 51.00
07/21/2010	207340	8657	STAPLES CREDIT PLAN-241	PAPER, STAPLES, AND REPOR	251-6111-561.21-99		7/2010 Total	93.08 93.08
07/21/2010	207341	8920	KONE INC	MAINTENANCE REPAIR JUL-DE	251-6111-561.36-91		7/2010 Total	3,155.70 3,155.70
07/21/2010	207342	8996	UNIQUE MANAGEMENT SERVI	PROFESSIONAL SERVICES JUNE PLACEMENTS	251-6111-561.35-93 251-6111-561.35-93		7/2010 7/2010 Total	259.55 331.15 590.70
07/21/2010	207369	11656	PAPER ROLL PRODUCTS LLC	THERMAL CASH RECEIPT PAPE	251-6111-561.21-99		7/2010 Total	156.24 156.24
07/21/2010	207399	12978	VICTORIA PONSHOCK	RETURNED BK	251-6111-561.52-99		7/2010 Total	26.81 26.81
07/28/2010	207439	82	NORTHWESTERN ENERGY	07244940	251-6111-561.34-12		7/2010 Total	39.49 39.49
07/28/2010	207441	92	BRODART COMPANY	REF,PUBLICITY,TAXES,DUES	251-6111-561.33-11		7/2010	17.66
				REF,PUBLICITY,TAXES,DUES	251-6111-561.33-11		7/2010	48.88
				REF,PUBLICITY,TAXES,DUES	251-6111-561.33-11		7/2010	77.96
				REF,PUBLICITY,TAXES,DUES	251-6111-561.33-11		7/2010	49.07
				REF,PUBLICITY,TAXES,DUES	251-6111-561.33-11		7/2010	17.91
				REF,PUBLICITY,TAXES,DUES	251-6111-561.33-11		7/2010	17.95
				REF,PUBLICITY,TAXES,DUES	251-6111-561.33-11		7/2010	17.64
				REF,PUBLICITY,TAXES,DUES	251-6111-561.33-11		7/2010	30.15
				REF,PUBLICITY,TAXES,DUES	251-6111-561.33-11		7/2010	18.21
				REF,PUBLICITY,TAXES,DUES	251-6111-561.33-11		7/2010	25.31
				REF,PUBLICITY,TAXES,DUES	251-6111-561.33-11		7/2010	49.40
				REF,PUBLICITY,TAXES,DUES	251-6111-561.33-11		7/2010	12.57
				REF,PUBLICITY,TAXES,DUES	251-6111-561.33-11		7/2010	17.07
				REF,PUBLICITY,TAXES,DUES	251-6111-561.33-11		7/2010	66.88
				REF,PUBLICITY,TAXES,DUES	251-6111-561.33-11		7/2010	17.91
							Total	484.57

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/28/2010	207458	293	DAVIS BUSINESS MACHINES	REPAIR & MAINT SERVICES	251-6111-561.36-91		7/2010	3.78
				REPAIR & MAINT SERVICES	251-6111-561.36-91		7/2010	336.34
							Total	340.12
07/28/2010	207462	388	NATIONAL LAUNDRY	REPAIR & MAINT SUPPLIES	251-6111-561.23-99		7/2010	13.65
							Total	13.65
07/28/2010	207466	621	PROPERTY & SUPPLY BUREA	OFFICE SUPPLIES	251-6111-561.21-59		7/2010	344.00
				OFFICE SUPPLIES	251-6111-561.21-99		7/2010	11.76
				OFFICE SUPPLIES	251-6111-561.21-59		7/2010	136.63
							Total	492.39
07/28/2010	207490	2499	OFFICE CENTER INC (THE)	REPAIR & MAINT SERVICES	251-6111-561.36-39		7/2010	75.00
				OFFICE SUPPLIES	251-6111-561.21-99		7/2010	210.00
							Total	285.00
07/28/2010	207511	5795	BBC AUDIOBOOKS AMERICA	ASSORTED BOOKS	251-6111-561.33-11		7/2010	112.26
							Total	112.26
07/28/2010	207517	6869	NADA APPRAISAL GUIDES	SUBSCRIPTION RENEWAL	251-6111-561.33-11		7/2010	90.00
							Total	90.00
07/28/2010	207538	9812	FICO FACILITY IMPROV	WORK ON BOILER SYSTEM	251-6111-561.36-12		7/2010	546.60
							Total	546.60
20 Checks ** Fund Total								7,359.53

CITY OF GREAT FALLS
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/21/2010	207242	92	BRODART COMPANY	REF,PUBLICITY,TAXES,DUES	252-6113-561.33-11	260601	7/2010	24.49
				REF,PUBLICITY,TAXES,DUES	252-6113-561.33-11	260601	7/2010	40.26
				REF,PUBLICITY,TAXES,DUES	252-6113-561.33-11	260601	7/2010	22.41
				REF,PUBLICITY,TAXES,DUES	252-6113-561.33-11	260601	7/2010	29.81
				REF,PUBLICITY,TAXES,DUES	252-6113-561.33-11	260601	7/2010	18.80
				REF,PUBLICITY,TAXES,DUES	252-6113-561.33-11	260603	7/2010	77.27
				REF,PUBLICITY,TAXES,DUES	252-6113-561.33-11	260603	7/2010	63.39
				REF,PUBLICITY,TAXES,DUES	252-6113-561.33-11	260603	7/2010	32.58
				REF,PUBLICITY,TAXES,DUES	252-6113-561.33-11	260601	7/2010	40.01
				REF,PUBLICITY,TAXES,DUES	252-6113-561.33-11	260603	7/2010	93.18
				REF,PUBLICITY,TAXES,DUES	252-6113-561.33-11	260603	7/2010	113.73
				REF,PUBLICITY,TAXES,DUES	252-6113-561.33-11	260603	7/2010	98.91
				REF,PUBLICITY,TAXES,DUES	252-6113-561.33-11	260604	7/2010	314.55
				REF,PUBLICITY,TAXES,DUES	252-6113-561.33-11	260603	7/2010	33.71
				REF,PUBLICITY,TAXES,DUES	252-6113-561.33-11	260603	7/2010	25.31
							Total	1,028.41
07/21/2010	207265	931	EBS CO INDUSTRIES INC	SMALL ENGINE REPAIR REFER	252-6113-561.33-11	260604	7/2010	1,000.00
							Total	1,000.00
07/21/2010	207280	2250	GALE GROUP	REF,PUBLICITY,TAXES,DUES	252-6113-561.33-11	260603	7/2010	19.47
							Total	19.47
07/21/2010	207312	4335	BAKER & TAYLOR	REF,PUBLICITY,TAXES,DUES	252-6113-561.33-11	260601	7/2010	50.20
				REF,PUBLICITY,TAXES,DUES	252-6113-561.33-11	260601	7/2010	88.57
							Total	138.77
07/21/2010	207321	5643	BARNES & NOBLE BOOKSELL	REF,PUBLICITY,TAXES,DUES	252-6113-561.33-11	260601	7/2010	107.82
				BOOK PRIZES	252-6113-561.39-15	260200	7/2010	24.66
							Total	132.48
07/28/2010	207437	77	GREAT FALLS TRIBUNE	4 BOOKS	252-6113-561.33-11	260601	7/2010	119.80
							Total	119.80
07/28/2010	207441	92	BRODART COMPANY	REF,PUBLICITY,TAXES,DUES	252-6113-561.33-11	260604	7/2010	18.23
				REF,PUBLICITY,TAXES,DUES	252-6113-561.33-11	261004	7/2010	18.23
				REF,PUBLICITY,TAXES,DUES	252-6113-561.33-11	261004	7/2010	20.84
				REF,PUBLICITY,TAXES,DUES	252-6113-561.33-11	261004	7/2010	91.97
				REF,PUBLICITY,TAXES,DUES	252-6113-561.33-11	260604	7/2010	33.14
				REF,PUBLICITY,TAXES,DUES	252-6113-561.33-11	261004	7/2010	82.50
				REF,PUBLICITY,TAXES,DUES	252-6113-561.33-11	260604	7/2010	58.59
				REF,PUBLICITY,TAXES,DUES	252-6113-561.33-11	260604	7/2010	27.15
				REF,PUBLICITY,TAXES,DUES	252-6113-561.33-11	260601	7/2010	25.31
				REF,PUBLICITY,TAXES,DUES	252-6113-561.33-11	261004	7/2010	124.01
				REF,PUBLICITY,TAXES,DUES	252-6113-561.33-11	261004	7/2010	13.65
				REF,PUBLICITY,TAXES,DUES	252-6113-561.33-11	260604	7/2010	30.54
				REF,PUBLICITY,TAXES,DUES	252-6113-561.33-11	260601	7/2010	23.51
				REF,PUBLICITY,TAXES,DUES	252-6113-561.33-11	261004	7/2010	20.04
				REF,PUBLICITY,TAXES,DUES	252-6113-561.33-11	260601	7/2010	17.09
							Total	604.80
07/28/2010	207546	10702	AMAZON.COM CREDIT	REF,PUBLICITY,TAXES,DUES	252-6113-561.33-11	260603	7/2010	95.33
							Total	95.33

Prepared: 07/28/2010, 9:02:59
Program: GM179L
Bank: 01 HTE SUB-SYS AND MASTER

CITY OF GREAT FALLS
CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT

				8 Checks	** Fund Total			3,139.06

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/21/2010	207285	2986	L'HEUREUX PAGE WERNER P	IMPROVE OTHER THAN BLDGS	261-6411-561.93-16	611005	7/2010	10,017.50
							Total	10,017.50
07/28/2010	207442	99	GREAT FALLS SAND & GRAV	PROFESSIONAL SERVICES	261-6411-561.35-99	641007	7/2010	33,438.40
				IMPROVE OTHER THAN BLDGS	261-6411-561.93-99	411001	7/2010	229.20
							Total	33,667.60
07/28/2010	207445	121	UNITED MATERIALS OF GRE	IMPROVE OTHER THAN BLDGS	261-6411-561.93-99	411001	7/2010	216.02
				IMPROVE OTHER THAN BLDGS	261-6411-561.93-99	411001	7/2010	1,081.02
				IMPROVE OTHER THAN BLDGS	261-6411-561.93-99	411001	7/2010	508.38
							Total	1,805.42
07/28/2010	207454	237	GUY TABACCO CONSTRUCTIO	IMPROVE OTHER THAN BLDGS	261-6411-561.93-99	411001	7/2010	4,397.00
				IMPROVE OTHER THAN BLDGS	261-6411-561.93-99	411001	7/2010	5,001.00
				IMPROVE OTHER THAN BLDGS	261-6411-561.93-99	411001	7/2010	5,087.00
							Total	14,485.00
07/28/2010	207535	9248	SELSTAD'S SOD FARM	IMPROVE OTHER THAN BLDGS	261-6411-561.93-99	411001	7/2010	402.00
							Total	402.00
07/28/2010	207586	12988	FUSION ARCHITECTURE & D	IMPROVE OTHER THAN BLDGS	261-6411-561.93-99	411001	7/2010	2,730.00
							Total	2,730.00
07/28/2010	207599	13403	SUMMIT RECREATION LLC	IMPROVE OTHER THAN BLDGS	261-6411-561.93-99	411001	7/2010	9,114.00
							Total	9,114.00
7 Checks ** Fund Total								72,221.52

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/15/2010	207198	11995	ROCKY MOUNTAIN TREE CAR	PROFESSIONAL SERVICES	267-6436-562.35-19	641005	7/2010	138,351.68
							Total	138,351.68
07/21/2010	207220	9	JOHNSON MADISON LUMBER	OPERATING SUPPLIES	267-6434-562.22-99		7/2010	3.88
				OPERATING SUPPLIES	267-6436-562.22-99		7/2010	3.87
							Total	7.75
07/21/2010	207227	40	BIG R STORES (CSWW INC)	OPERATING SUPPLIES	267-6434-562.22-99		7/2010	11.94
							Total	11.94
07/21/2010	207317	4876	ACE HARDWARE	OPERATING SUPPLIES	267-6434-562.22-99		7/2010	3.49
				OPERATING SUPPLIES	267-6436-562.22-99		7/2010	3.49
				OPERATING SUPPLIES	267-6434-562.22-99		7/2010	5.99
				OPERATING SUPPLIES	267-6436-562.22-99		7/2010	5.99
							Total	18.96
07/21/2010	207326	6862	TREE MAN (THE)	PROFESSIONAL SERVICES	267-6434-562.35-99		7/2010	2,296.00
							Total	2,296.00
07/21/2010	207328	7214	RESPOND SYSTEMS	FIRST AIDE SUPPLIES	267-6434-562.22-99		7/2010	45.65
				FIRST AIDE SUPPLIES	267-6436-562.22-99		7/2010	45.65
							Total	91.30
07/21/2010	207360	10858	VERIZON WIRELESS	COMMUNICATION SERVICES	267-6434-562.31-32		7/2010	21.61
				COMMUNICATION SERVICES	267-6436-562.31-32		7/2010	21.85
							Total	43.46
07/21/2010	207400	12984	DON SCHUFF	50% TREE REIMBURSEMENT	267-6418-562.22-61	640501	7/2010	127.95
							Total	127.95
07/21/2010	207401	12984	DOUGLAS CUNDIFF	50% TREE REIMBURSEMENT	267-6418-562.22-61	640501	7/2010	165.00
							Total	165.00
07/21/2010	207402	12984	KATHY GREEN	50% TREE REIMBURSEMENT	267-6418-562.22-61	640501	7/2010	118.98
							Total	118.98
07/21/2010	207403	12984	AARON WEISSMAN	50% TREE REIMBURSEMENT	267-6418-562.22-61	640501	7/2010	1,579.78
							Total	1,579.78
07/28/2010	207420	10	K-MART 3094	OPERATING SUPPLIES	267-6434-562.22-62		7/2010	3.19
							Total	3.19
07/28/2010	207439	82	NORTHWESTERN ENERGY	07249774	267-6434-562.34-12		7/2010	6.66
							Total	6.66
07/28/2010	207472	916	FORDE NURSERY INC	PLANT SUPPLIMENT	267-6434-562.22-62		7/2010	23.90
							Total	23.90
07/28/2010	207504	4876	ACE HARDWARE	OPERATING SUPPLIES	267-6434-562.22-99		7/2010	5.73
				OPERATING SUPPLIES	267-6436-562.22-99		7/2010	5.73
							Total	11.46
07/28/2010	207508	5380	WARNE CHEMICAL & EQUIPM	CHEMICALS	267-6434-562.22-63		7/2010	336.50

Prepared: 07/28/2010, 9:02:59
 Program: GM179L
 Bank: 01 HTE SUB-SYS AND MASTER

CITY OF GREAT FALLS
 CHECK REGISTER BY FUND

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07/28/2010	207508	5380	WARNE CHEMICAL & EQUIPM	PESTICIDES	267-6436-562.22-63		7/2010	336.50	
							Total	673.00	
07/28/2010	207514	6589	LAWSON PRODUCTS INC	OPERATING SUPPLIES	267-6434-562.22-99		7/2010	185.74	
				OPERATING SUPPLIES	267-6436-562.22-99		7/2010	185.74	
							Total	371.48	
07/28/2010	207516	6862	TREE MAN (THE)	SITE#1810 11TH AVE S	267-6434-562.35-99		7/2010	1,896.00	
				AITE 517 8TH AVE S DED TR	267-6434-562.35-99		7/2010	1,496.00	
							Total	3,392.00	
07/28/2010	207527	8197	POWER PRO	OPERATING SUPPLIES	267-6434-562.22-99		7/2010	14.95	
				OPERATING SUPPLIES	267-6436-562.22-99		7/2010	14.95	
							Total	29.90	
19 Checks							** Fund Total		147,324.39

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/21/2010	207237	77	GREAT FALLS TRIBUNE	PRINTING & PUBLISHING	272-7141-571.32-99		7/2010	259.39
							Total	259.39
07/21/2010	207256	310	PROBUILD	PROFESSIONAL SERVICES	272-7142-571.35-99	730901	7/2010	7.75
				PROFESSIONAL SERVICES	272-7142-571.35-99	730911	7/2010	73.69
							Total	81.44
07/21/2010	207289	3486	GREAT FALLS LUMBER	PROFESSIONAL SERVICES	272-7142-571.35-99	731003	7/2010	1,153.20
				PROFESSIONAL SERVICES	272-7142-571.35-99	731003	7/2010	44.91
							Total	1,198.11
07/21/2010	207323	6345	SUPERIOR BUSINESS EQUIP	MONTHLY USEAGE 06/27/10-0	272-7141-571.36-91		7/2010	15.77
							Total	15.77
07/21/2010	207338	8634	LATTIN MELANIE	Missoula Labor Relations	272-7141-571.37-99		7/2010	29.04
							Total	29.04
07/21/2010	207362	11103	FAMILY CONNECTIONS	INSTITUTION GRANTS/SUBS	272-7142-571.57-59	721016	7/2010	1,375.00
							Total	1,375.00
07/21/2010	207396	12906	UNITED ELECTRIC LLC	PROFESSIONAL SERVICES	272-7142-571.35-99	740808	7/2010	1,618.41
							Total	1,618.41
07/21/2010	207408	13328	POITRA BRUCE C	PROFESSIONAL SERVICES	272-7142-571.35-99	730911	7/2010	832.35
							Total	832.35
07/21/2010	207415	13433	ELECTRIC CITY PLUMBING	PROFESSIONAL SERVICES	272-7142-571.35-99	740808	7/2010	1,213.38
							Total	1,213.38
07/28/2010	207458	293	DAVIS BUSINESS MACHINES	REPAIR & MAINT SERVICES	272-7141-571.36-91		7/2010	175.04
							Total	175.04
07/28/2010	207597	13273	GREAT FALLS TRIBUNE	-SU ONE YEAR SUBSCRIPTION	272-7141-571.33-99		7/2010	110.88
							Total	110.88
07/28/2010	207608	13434	ALLRED TIMOTHY & ASHLEY	PROFESSIONAL SERVICES	272-7142-571.35-99	731006	7/2010	686.69
							Total	686.69
12 Checks ** Fund Total								7,595.50

Prepared: 07/28/2010, 9:02:59
Program: GM179L
Bank: 01 HTE SUB-SYS AND MASTER

CITY OF GREAT FALLS
CHECK REGISTER BY FUND

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07/28/2010	207597	13273	GREAT FALLS TRIBUNE	-SU SPLIT COSTS WITH CDBG & H	274-7151-571.32-99		7/2010	110.88
							Total	110.88
				1 Checks	** Fund Total			110.88

Prepared: 07/28/2010, 9:02:59
Program: GM179L
Bank: 01 HTE SUB-SYS AND MASTER

CITY OF GREAT FALLS
CHECK REGISTER BY FUND

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07/28/2010	207562	11505	CADWELL PATTY	PROFESSIONAL SERVICES	277-1113-511.35-99	119908	7/2010	46.01
							Total	46.01
				1 Checks	** Fund Total			46.01

Prepared: 07/28/2010, 9:02:59
 Program: GM179L
 Bank: 01 HTE SUB-SYS AND MASTER

CITY OF GREAT FALLS
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT	
07/21/2010	207323	6345	SUPERIOR BUSINESS EQUIP	MONTHLY USEAGE 06/27/10-0	281-7128-571.36-91		7/2010	15.77	
							Total	15.77	
07/21/2010	207416	12129	BUILDING CODES BUREAU	OTHER FIXED CHARGES	281-7128-571.59-85		7/2010	853.32	
							Total	853.32	
07/28/2010	207444	118	MOSCH ELECTRIC MOTORS I	OPERATING SUPPLIES	281-7128-571.22-99		7/2010	6.55	
							Total	6.55	
07/28/2010	207458	293	DAVIS BUSINESS MACHINES	REPAIR & MAINT SERVICES	281-7128-571.36-91		7/2010	175.04	
							Total	175.04	
07/28/2010	207460	367	PICKWICK'S OFFICE WORKS	OPERATING SUPPLIES	281-7128-571.22-99		7/2010	30.49	
							Total	30.49	
07/28/2010	207510	5660	MT BOARD OF PLUMBERS	REF,PUBLICITY,TAXES,DUES	281-7128-571.33-99		7/2010	265.00	
				REF,PUBLICITY,TAXES,DUES	281-7128-571.33-99		7/2010	160.00	
				REF,PUBLICITY,TAXES,DUES	281-7128-571.33-99		7/2010	30.00	
				REF,PUBLICITY,TAXES,DUES	281-7128-571.33-99		7/2010	30.00	
							Total	485.00	
07/28/2010	207536	9468	IDENTITY SCREENPRINTING	OPERATING SUPPLIES	281-7128-571.22-99		7/2010	72.00	
							Total	72.00	
7 Checks							** Fund Total		1,638.17

Prepared: 07/28/2010, 9:02:59
Program: GM179L
Bank: 01 HTE SUB-SYS AND MASTER

CITY OF GREAT FALLS
CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/21/2010	207323	6345	SUPERIOR BUSINESS EQUIP	MONTHLY USEAGE 06/27/10-0	282-7127-571.36-91		7/2010	15.77
							Total	15.77
07/21/2010	207325	6567	MARILYN MATHERN		282-0000-322.30-99		7/2010	115.00
							Total	115.00
07/28/2010	207458	293	DAVIS BUSINESS MACHINES	REPAIR & MAINT SERVICES	282-7127-571.36-91		7/2010	175.04
							Total	175.04
				3 Checks	** Fund Total			305.81

Prepared: 07/28/2010, 9:02:59
Program: GM179L
Bank: 01 HTE SUB-SYS AND MASTER

CITY OF GREAT FALLS
CHECK REGISTER BY FUND

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07/21/2010	207237	77	GREAT FALLS TRIBUNE	PROFESSIONAL SERVICES	294-1495-515.35-99	460901	7/2010	697.50
							Total	697.50
07/21/2010	207337	8610	CTA ARCHITECTS ENGINEER	PROFESSIONAL SERVICES	294-1495-515.35-99	460901	7/2010	12,800.00
							Total	12,800.00
				2 Checks	** Fund Total			13,497.50

Prepared: 07/28/2010, 9:02:59
 Program: GM179L
 Bank: 01 HTE SUB-SYS AND MASTER

CITY OF GREAT FALLS
 CHECK REGISTER BY FUND

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07/21/2010	207245	136	MT DEPT OF REVENUE	1% IMPROVE OTHER THAN BLDGS	411-6411-565.93-99	271005	7/2010	141.80
							Total	141.80
07/21/2010	207361	11047	GREAT PLAINS INSULATION	IMPROVE OTHER THAN BLDGS	411-6411-565.93-99	271005	7/2010	14,038.20
							Total	14,038.20
07/28/2010	207446	136	MT DEPT OF REVENUE	1% IMPROVE OTHER THAN BLDGS	411-6411-565.93-99	271005	7/2010	34.56
							Total	34.56
07/28/2010	207463	392	B & B HEATING - AIR CON	IMPROVE OTHER THAN BLDGS	411-6411-565.93-99	271005	7/2010	3,421.44
							Total	3,421.44
07/28/2010	207509	5637	CITY OF GREAT FALLS	IMPROVE OTHER THAN BLDGS	411-2111-525.93-99	140902	7/2010	1,230.86
							Total	1,230.86
5 Checks ** Fund Total								18,866.86

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/19/2010	207218	52	CONSOLIDATED ELECTRICAL	REPAIR & MAINT SUPPLIES	511-3155-532.23-72		7/2010	56.48
				REPAIR & MAINT SUPPLIES	511-3155-532.23-72		7/2010	18.05
				EQUIP, FURN, FIXTURES	511-3155-532.24-19	430810	7/2010	18.59
				EQUIP, FURN, FIXTURES	511-3155-532.24-19	430810	7/2010	37.17
							Total	130.29
07/21/2010	207220	9	JOHNSON MADISON LUMBER	OPERATING SUPPLIES	511-3155-532.22-99		7/2010	12.45
							Total	12.45
07/21/2010	207224	25	PROBUILD (FORMERLY POUL	MAINT SUPPLIES & MATERIAL	511-3156-532.27-14		7/2010	2.99
							Total	2.99
07/21/2010	207232	64	FLEET SUPPLY COMPANY	OPERATING SUPPLIES	511-3156-532.22-99		7/2010	5.95
				OPERATING SUPPLIES	511-3156-532.22-99		7/2010	137.60
							Total	143.55
07/21/2010	207233	65	GENERAL DISTRIBUTING CO	OPERATING SUPPLIES	511-3156-532.22-99		7/2010	42.00
				OPERATING SUPPLIES	511-3155-532.22-99		7/2010	42.00
							Total	84.00
07/21/2010	207239	82	NORTHWESTERN ENERGY	June 2010 charges	511-3155-532.34-12		7/2010	9.44
				June 2010 charges	511-3155-532.34-12		7/2010	8.45
				June 2010 charges	511-3155-532.34-12		7/2010	7.25
				June 2010 charges	511-3155-532.34-12		7/2010	7.25
				June 2010 charges	511-3155-532.34-12		7/2010	7.25
							Total	39.64
07/21/2010	207241	88	ADVANCED LITHO PRINTING	PRINTING GREEN SHIFT SLIP	511-3156-532.32-99		7/2010	265.00
							Total	265.00
07/21/2010	207243	133	WILLIAMSON FENCING	IMPROVE OTHER THAN BLDGS	511-3155-535.93-19	320906	7/2010	8,761.50
							Total	8,761.50
07/21/2010	207245	136	MT DEPT OF REVENUE	1% IMPROVE OTHER THAN BLDGS	511-3155-535.93-19	320906	7/2010	88.50
							Total	88.50
07/21/2010	207257	367	PICKWICK'S OFFICE WORKS	OFFICE SUPPLIES	511-3156-532.21-99		7/2010	271.22
				OFFICE SUPPLIES	511-3155-532.21-99		7/2010	136.52
							Total	407.74
07/21/2010	207273	1679	FEDERAL NATIONAL MORTGA	FINAL BILLING CR REFUND	511-0000-268.70-00		7/2010	108.75
							Total	108.75
07/21/2010	207274	1679	HUTTINGER, TAMMIE	FINAL BILLING CR REFUND	511-0000-268.70-00		7/2010	30.81
							Total	30.81
07/21/2010	207275	1679	LASHLEY, RONALD P	FINAL BILLING CR REFUND	511-0000-268.70-00		7/2010	97.27
							Total	97.27
07/21/2010	207276	1679	KJELSRUD, BRAD M	FINAL BILLING CR REFUND	511-0000-268.70-00		7/2010	85.72
							Total	85.72
07/21/2010	207277	1679	GREENWALD, OH	REISSUE STALE DATED CK	511-0000-268.70-00		7/2010	75.00

CITY OF GREAT FALLS
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
							Total	75.00
07/21/2010	207279	2129	BIG SKY FIRE/AFFIRMED M	OPERATING SUPPLIES	511-3156-532.22-99		7/2010	79.70
							Total	79.70
07/21/2010	207283	2730	SERVICEMASTER ALL PURPO	REPAIR & MAINT SERVICES	511-3156-532.36-91		7/2010	362.25
							Total	362.25
07/21/2010	207284	2886	TOOL BOX INC	MAINT SUPPLIES & MATERIAL	511-3156-532.27-14		7/2010	12.00
							Total	12.00
07/21/2010	207317	4876	ACE HARDWARE	OTHER SUPPLIES & MATERIAL	511-3156-532.29-99		7/2010	39.99
							Total	39.99
07/21/2010	207324	6520	PROSPECTOR RESTAURANT	TRAVEL, CONFERENCES&SCHOOL	511-3156-532.37-52		7/2010	9.94
							7/2010	9.70
							7/2010	7.95
							7/2010	7.95
							7/2010	9.95
							7/2010	9.95
							7/2010	10.95
							Total	66.39
07/21/2010	207330	7664	FASTENAL COMPANY	MAINT SUPPLIES & MATERIAL	511-3156-532.27-14		7/2010	14.63
							7/2010	27.60
							Total	42.23
07/21/2010	207332	8197	POWER PRO	REPAIR & MAINT SUPPLIES	511-3156-532.23-99		7/2010	59.70
							7/2010	10.70
							7/2010	5.25
							Total	75.65
07/21/2010	207345	9522	STEEL ETC	OPERATING SUPPLIES	511-3156-532.22-99		7/2010	77.77
							Total	77.77
07/21/2010	207355	10435	BUG DOCTOR	REPAIR & MAINT SERVICES	511-3155-532.36-99		7/2010	50.00
							Total	50.00
07/21/2010	207358	10824	TRIANGLE TURF FARMS INC	REPLACEMENT SOD 500 SQ FT	511-3156-532.29-99		7/2010	72.50
							Total	72.50
07/21/2010	207380	12579	RAILROAD MANAGEMENT CO	OTHER PURCHASED SERVICES	511-3156-532.39-92		7/2010	500.00
							Total	500.00
07/28/2010	207423	25	PROBUILD (FORMERLY POUL	OPERATING SUPPLIES	511-3155-532.22-99		7/2010	13.96
							Total	13.96
07/28/2010	207438	81	QWEST	TELEPHONE CHARGES FOR THE	511-3155-532.31-31		7/2010	182.45
							7/2010	92.23
							Total	274.68
07/28/2010	207439	82	NORTHWESTERN ENERGY	07259559	511-3155-532.34-12		7/2010	7.25
							7/2010	9.94

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
							Total	17.19
07/28/2010	207446	136	MT DEPT OF REVENUE	1% IMPROVE OTHER THAN BLDGS	511-3155-535.93-19	320906	7/2010	152.23
							Total	152.23
07/28/2010	207447	142	NORTHWEST PIPE FITTINGS	UTILITIES SUPPLIES & MAT	511-3156-532.28-99		7/2010	318.94
							7/2010	123.42
							Total	442.36
07/28/2010	207449	191	RYANS CASH & CARRY	OFFICE SUPPLIES	511-3156-532.21-99		7/2010	28.02
							Total	28.02
07/28/2010	207452	200	AMERICAN WATER WORKS AS	REF,PUBLICITY,TAXES,DUES	511-3155-532.33-51		7/2010	165.00
							Total	165.00
07/28/2010	207460	367	PICKWICK'S OFFICE WORKS	OFFICE SUPPLIES	511-3155-532.21-99		7/2010	39.55
							Total	39.55
07/28/2010	207462	388	NATIONAL LAUNDRY	OPERATING SUPPLIES	511-3155-532.22-99		7/2010	119.97
							Total	119.97
07/28/2010	207477	1679	BAKER, LANCE	FINAL BILLING CR REFUND	511-0000-268.70-00		7/2010	42.71
							Total	42.71
07/28/2010	207478	1679	AUTO MASTER	FINAL BILLING CR REFUND	511-0000-268.70-00		7/2010	53.14
							Total	53.14
07/28/2010	207479	1679	ALLEN, KEVIN & KIM	FINAL BILLING CR REFUND	511-0000-268.70-00		7/2010	12.88
							Total	12.88
07/28/2010	207480	1679	GUNNESS, BECKY & DAVE	MANUAL CREDIT REFUND	511-0000-268.70-00		7/2010	70.12
							Total	70.12
07/28/2010	207483	2003	THATCHER COMPANY OF MON	UTILITIES SUPPLIES & MAT	511-3155-532.28-11		7/2010	3,184.56
							7/2010	4,661.29
							Total	7,845.85
07/28/2010	207484	2129	BIG SKY FIRE/AFFIRMED M	OPERATING SUPPLIES	511-3156-532.22-99		7/2010	18.20
							Total	18.20
07/28/2010	207491	2511	BRENNAN HEATING & COOLI	REPAIR & MAINT SUPPLIES	511-3155-532.23-72		7/2010	12.00
							7/2010	15.00
							Total	27.00
07/28/2010	207501	3969	TROPHIES EXPRESS INC	OFFICE SUPPLIES	511-3156-532.21-99		7/2010	88.00
							Total	88.00
07/28/2010	207504	4876	ACE HARDWARE	OPERATING SUPPLIES	511-3156-532.22-99		7/2010	32.95
							7/2010	22.98
							Total	55.93
07/28/2010	207518	6874	MT DEPT OF PUBLIC HEALT	PROFESSIONAL SERVICES	511-3153-532.35-99		7/2010	21.00
							Total	21.00

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/28/2010	207519	7143	BNSF	OTHER PURCHASED SERVICES	511-3156-532.39-92		7/2010	1,012.96
							Total	1,012.96
07/28/2010	207527	8197	POWER PRO	OPERATING SUPPLIES	511-3156-532.22-99		7/2010	153.30
				OPERATING SUPPLIES	511-3156-532.22-99		7/2010	5.90
				OPERATING SUPPLIES	511-3156-532.22-99		7/2010	83.35
							Total	242.55
07/28/2010	207528	8270	MASTERCARD PROCESSING C	OPERATING SUPPLIES	511-3153-532.22-99		7/2010	401.99
				OPERATING SUPPLIES	511-3155-532.22-99		7/2010	75.52
				REF,PUBLICITY,TAXES,DUES	511-3156-532.33-51		7/2010	320.00
							Total	797.51
07/28/2010	207532	8656	MOODIE IMPLEMENT (FARM	OPERATING SUPPLIES	511-3155-532.22-99		7/2010	11.79
				OPERATING SUPPLIES	511-3155-532.22-99		7/2010	18.20
							Total	29.99
07/28/2010	207549	10829	SUPERIOR TIRE INC	OPERATING SUPPLIES	511-3155-532.22-99		7/2010	15.00
							Total	15.00
07/28/2010	207555	11222	WCS TELECOM	COMMUNICATION SERVICES	511-3156-532.31-31		7/2010	6.87
							Total	6.87
07/28/2010	207573	12443	RAILROAD MANAGEMENT COM	REPAIR & MAINT SERVICES	511-3155-532.36-99		7/2010	99.83
				REPAIR & MAINT SERVICES	511-3155-532.36-99		7/2010	99.83
							Total	199.66
07/28/2010	207585	12931	SOUND AIR OF MONTANA IN	EQUIP, FURN, FIXTURES	511-3155-532.24-19	430810	7/2010	706.00
							Total	706.00
07/28/2010	207594	13108	PARADISE FENCING & CONS	IMPROVE OTHER THAN BLDGS	511-3155-535.93-19	320906	7/2010	15,071.08
							Total	15,071.08
54 Checks ** Fund Total								39,281.10

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/21/2010	207228	43	BLENDS COPY SHOP INC	PRINTING & PUBLISHING	513-3165-532.32-99		7/2010 Total	12.00 12.00
07/21/2010	207237	77	GREAT FALLS TRIBUNE	PROFESSIONAL SERVICES	513-3165-535.35-99	311002	7/2010 Total	664.60 664.60
07/21/2010	207247	142	NORTHWEST PIPE FITTINGS	REPAIR & MAINT SUPPLIES	513-3165-532.23-99		7/2010 Total	32.46 32.46
07/21/2010	207257	367	PICKWICK'S OFFICE WORKS	OFFICE SUPPLIES	513-3165-532.21-99		7/2010 Total	22.99 22.99
07/21/2010	207283	2730	SERVICEMASTER ALL PURPO	REPAIR & MAINT SERVICES	513-3165-532.36-91		7/2010 Total	212.75 212.75
07/21/2010	207355	10435	BUG DOCTOR	OTHER PURCHASED SERVICES	513-3165-532.39-99		7/2010 Total	90.00 90.00
07/21/2010	207380	12579	RAILROAD MANAGEMENT CO	OTHER PURCHASED SERVICES OTHER PURCHASED SERVICES	513-3165-532.39-92 513-3165-532.39-92		7/2010 7/2010 Total	99.83 99.83 199.66
07/28/2010	207426	37	BEARING SALES INC	REPAIR & MAINT SUPPLIES	513-3165-532.23-17		7/2010 Total	2.76 2.76
07/28/2010	207438	81	QWEST	COMMUNICATION SERVICES	513-3165-532.31-31		7/2010 Total	92.22 92.22
07/28/2010	207446	136	MT DEPT OF REVENUE	1% IMPROVE OTHER THAN BLDGS IMPROVE OTHER THAN BLDGS	513-3164-535.93-16 513-3195-535.93-16	371002 371002	7/2010 7/2010 Total	40.54 1,397.66 1,438.20
07/28/2010	207486	2191	DICK ANDERSON CONSTRUCT	IMPROVE OTHER THAN BLDGS IMPROVE OTHER THAN BLDGS	513-3164-535.93-16 513-3195-535.93-16	371002 371002	7/2010 7/2010 Total	4,013.85 138,368.34 142,382.19
07/28/2010	207519	7143	BNSF	OTHER PURCHASED SERVICES	513-3165-532.39-92		7/2010 Total	1,012.96 1,012.96
07/28/2010	207552	11147	VEOLIA WATER NORTH AMER	PROFESSIONAL SERVICES MACH & EQUIP CAP OUTLAY	513-3164-531.35-99 513-3164-535.94-99	339609	7/2010 7/2010 Total	237,651.09 12,500.00 250,151.09
07/28/2010	207555	11222	WCS TELECOM	COMMUNICATION SERVICES	513-3165-532.31-31		7/2010 Total	6.87 6.87
14 Checks ** Fund Total								396,320.75

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 Program: GM179L
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CITY OF GREAT FALLS
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/21/2010	207220	9	JOHNSON MADISON LUMBER	UTILITIES SUPPLIES & MAT	515-3175-532.28-99		7/2010	184.35
							Total	184.35
07/21/2010	207264	731	FAGENSTROM CO (THE)	6"X24" ADJUSTING RINGS	515-3175-532.28-99		7/2010	128.00
							Total	128.00
07/28/2010	207470	813	ENERGY LABORATORIES INC	PROFESSIONAL SERVICES	515-3175-532.35-35		7/2010	595.00
				PROFESSIONAL SERVICES	515-3175-532.35-35		7/2010	595.00
							Total	1,190.00
				3 Checks	** Fund Total			1,502.35

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/21/2010	207238	81	QWEST	COMMUNICATION SERVICES	517-3188-532.31-31		7/2010	45.01
							Total	45.01
07/21/2010	207259	388	NATIONAL LAUNDRY	REPAIR & MAINT SERVICES	517-3184-532.36-91		7/2010	9.21
				REPAIR & MAINT SERVICES	517-3185-532.36-91		7/2010	9.21
							Total	18.42
07/21/2010	207279	2129	BIG SKY FIRE/AFFIRMED M	REPAIR & MAINT SERVICES	517-3184-532.36-91		7/2010	2.32
				REPAIR & MAINT SERVICES	517-3185-532.36-91		7/2010	2.33
				OPERATING SUPPLIES	517-3184-532.22-99		7/2010	12.28
				OPERATING SUPPLIES	517-3185-532.22-99		7/2010	12.27
							Total	29.20
07/21/2010	207283	2730	SERVICEMASTER ALL PURPO	REPAIR & MAINT SERVICES	517-3184-532.36-91		7/2010	187.00
				REPAIR & MAINT SERVICES	517-3185-532.36-91		7/2010	187.00
							Total	374.00
07/21/2010	207329	7259	WASTEQUIP MAY MFG	HOLIDAY VILLAGE COMPACTOR	517-3184-532.23-99		7/2010	332.96
				HOLIDAY VILLAGE COMPACTOR	517-3184-532.23-99		7/2010	109.99
							Total	442.95
07/21/2010	207355	10435	BUG DOCTOR	PROFESSIONAL SERVICES	517-3184-532.35-99		7/2010	11.25
				PROFESSIONAL SERVICES	517-3185-532.35-99		7/2010	11.25
							Total	22.50
07/28/2010	207422	22	PACIFIC STEEL	REPAIR & MAINT SUPPLIES	517-3184-532.23-99		7/2010	65.15
							Total	65.15
07/28/2010	207428	40	BIG R STORES (CSWW INC)	OPERATING SUPPLIES	517-3184-532.22-99		7/2010	28.94
				OPERATING SUPPLIES	517-3185-532.22-99		7/2010	28.95
							Total	57.89
07/28/2010	207438	81	QWEST	COMMUNICATION SERVICES	517-3184-532.31-31		7/2010	6.07
				COMMUNICATION SERVICES	517-3185-532.31-31		7/2010	6.07
				COMMUNICATION SERVICES	517-3188-532.31-31		7/2010	1.35
							Total	13.49
07/28/2010	207439	82	NORTHWESTERN ENERGY	07257983	517-3188-532.34-12		7/2010	13.53
							Total	13.53
07/28/2010	207447	142	NORTHWEST PIPE FITTINGS	OPERATING SUPPLIES	517-3185-532.22-99		7/2010	10.50
							Total	10.50
07/28/2010	207462	388	NATIONAL LAUNDRY	REPAIR & MAINT SERVICES	517-3184-532.36-91		7/2010	9.21
				REPAIR & MAINT SERVICES	517-3185-532.36-91		7/2010	9.21
							Total	18.42
07/28/2010	207465	549	GREAT FALLS PAPER & SUP	REPAIR & MAINT SERVICES	517-3184-532.36-91		7/2010	17.73
				REPAIR & MAINT SERVICES	517-3185-532.36-91		7/2010	17.73
							Total	35.46
07/28/2010	207555	11222	WCS TELECOM	COMMUNICATION SERVICES	517-3184-532.31-31		7/2010	3.23
				COMMUNICATION SERVICES	517-3185-532.31-31		7/2010	3.09

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Program: GM179L
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CITY OF GREAT FALLS
CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/28/2010	207555	11222	WCS TELECOM	COMMUNICATION SERVICES	517-3188-532.31-31		7/2010	.68
							Total	7.00
				14 Checks	** Fund Total			1,153.52

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/21/2010	207238	81	QWEST	COMMUNICATION SERVICES	522-2113-522.31-34		7/2010	292.47
				COMMUNICATION SERVICES	522-2113-522.31-34		7/2010	91.30
				COMMUNICATION SERVICES	522-2113-522.31-34		7/2010	94.95
				COMMUNICATION SERVICES	522-2113-522.31-34		7/2010	45.66
				COMMUNICATION SERVICES	522-2113-522.31-34		7/2010	119.32
				COMMUNICATION SERVICES	522-2113-522.31-34		7/2010	119.32
				COMMUNICATION SERVICES	522-2113-522.31-34		7/2010	119.32
				COMMUNICATION SERVICES	522-2113-522.31-34		7/2010	119.32
				COMMUNICATION SERVICES	522-2113-522.31-34		7/2010	45.66
				COMMUNICATION SERVICES	522-2113-522.31-34		7/2010	45.66
				COMMUNICATION SERVICES	522-2113-522.31-34		7/2010	28.42
				COMMUNICATION SERVICES	522-2113-522.31-34		7/2010	155.65
							Total	1,277.05
07/21/2010	207322	6100	MT DEPT OF ADMINISTRATI	PROFESSIONAL SERVICES	522-2113-522.35-99		7/2010	110.00
							Total	110.00
07/21/2010	207349	10177	BENEFIS HOSPITALS EDUCA	TRAVEL, CONFERENCES&SCHOOL	522-2113-522.37-99		7/2010	30.00
							Total	30.00
07/28/2010	207438	81	QWEST	COMMUNICATION SERVICES	522-2113-522.31-34		7/2010	43.04
				UTILITIES	522-2113-522.31-34		7/2010	5,805.05
				COMMUNICATION SERVICES	522-2113-522.31-34		7/2010	86.08
				COMMUNICATION SERVICES	522-2113-522.31-34		7/2010	31.54
				UTILITIES	522-2113-522.31-34		7/2010	51.73
							Total	6,017.44
				4 Checks	** Fund Total			7,434.49

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/21/2010	207230	52	CONSOLIDATED ELECTRICAL REPAIR & MAINT SERVICES		551-7125-571.36-99		7/2010	235.20
							Total	235.20
07/21/2010	207237	77	GREAT FALLS TRIBUNE	PRINTING & PUBLISHING	551-7125-571.32-99		7/2010	646.40
							Total	646.40
07/21/2010	207238	81	QWEST	PARKING GARAGE PHONE, 454	551-7125-571.31-31		7/2010	47.35
							Total	47.35
07/21/2010	207323	6345	SUPERIOR BUSINESS EQUIP MONTHLY USEAGE 06/27/10-0		551-7125-571.36-91		7/2010	15.77
							Total	15.77
07/21/2010	207331	7796	INNOVATIVE POSTAL SERVI	PRINTING & PUBLISHING	551-7125-571.32-99		7/2010	248.12
							Total	248.12
07/21/2010	207337	8610	CTA ARCHITECTS ENGINEER	PROFESSIONAL SERVICES	551-7125-571.35-99		7/2010	2,199.95
							Total	2,199.95
07/28/2010	207423	25	PROBUILD (FORMERLY POUL	OPERATING SUPPLIES	551-7125-571.22-99		7/2010	52.98
							Total	52.98
07/28/2010	207438	81	QWEST	PARKING RAMP PHONE, 761-0	551-7125-571.31-31		7/2010	47.35
							Total	47.35
07/28/2010	207439	82	NORTHWESTERN ENERGY	07255938	551-7125-571.34-12		7/2010	7.28
				07255946	551-7125-571.34-12		7/2010	7.28
				07260326	551-7125-571.34-12		7/2010	31.57
				07260342	551-7125-571.34-12		7/2010	40.81
							Total	86.94
07/28/2010	207458	293	DAVIS BUSINESS MACHINES	REPAIR & MAINT SERVICES	551-7125-571.36-91		7/2010	175.04
							Total	175.04
07/28/2010	207461	374	APCOA/STANDARD PARKING	PROFESSIONAL SERVICES	551-7125-571.35-99		7/2010	23,962.58
							Total	23,962.58
07/28/2010	207492	2645	WESTERN SIGN	COURTESY SIGN FOR ERWIN I	551-7125-571.35-99		7/2010	27.50
							Total	27.50
07/28/2010	207534	8920	KONE INC	COVERAGE FOR 7/1/10 TO 7/	551-7125-571.35-99		7/2010	638.85
							Total	638.85
07/28/2010	207556	11268	GREENUP LAWN AND SPRINK	SERVICE CALL AND SPRINKLE	551-7125-571.36-99		7/2010	200.00
							Total	200.00

14 Checks ** Fund Total

28,584.03

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/21/2010	207224	25	PROBUILD (FORMERLY POUL	OPERATING SUPPLIES	561-6451-563.22-64		7/2010	30.30
							Total	30.30
07/21/2010	207232	64	FLEET SUPPLY COMPANY	REPAIR & MAINT SUPPLIES	561-6452-563.23-17		7/2010	63.95
							Total	63.95
07/21/2010	207241	88	ADVANCED LITHO PRINTING	PRINTING & PUBLISHING	561-6451-562.32-99		7/2010	49.50
				PRINTING & PUBLISHING	561-6452-562.32-99		7/2010	49.50
							Total	99.00
07/21/2010	207250	177	ALARM SERVICE INC	COMMUNICATION SERVICES	561-6451-562.31-33		7/2010	50.00
				COMMUNICATION SERVICES	561-6451-562.31-33		7/2010	50.00
							Total	100.00
07/21/2010	207252	191	RYANS CASH & CARRY	OTHER PURCHASED SERVICES	561-6451-562.39-99		7/2010	13.75
							Total	13.75
07/21/2010	207253	198	MASCO JANITORIAL SUPPLY	OPERATING SUPPLIES	561-6452-562.22-94		7/2010	93.64
				OPERATING SUPPLIES	561-6451-562.22-94		7/2010	114.00
				OPERATING SUPPLIES	561-6451-562.22-94		7/2010	11.84
				OPERATING SUPPLIES	561-6452-562.22-94		7/2010	46.00
							Total	265.48
07/21/2010	207259	388	NATIONAL LAUNDRY	OPERATING SUPPLIES	561-6452-562.22-94		7/2010	89.14
				OPERATING SUPPLIES	561-6451-562.22-94		7/2010	24.66
							Total	113.80
07/21/2010	207263	549	GREAT FALLS PAPER & SUP	OPERATING SUPPLIES	561-6452-562.22-99		7/2010	141.75
							Total	141.75
07/21/2010	207266	972	MOUNTAIN VIEW CO-OP	OTHER PURCHASED SERVICES	561-6451-562.39-99		7/2010	2.98
				OTHER PURCHASED SERVICES	561-6451-562.39-99		7/2010	2.98
				OTHER PURCHASED SERVICES	561-6451-562.39-99		7/2010	2.98
							Total	8.94
07/21/2010	207272	1652	WILBUR-ELLIS COMPANY	OPERATING SUPPLIES	561-6452-563.22-99		7/2010	340.00
							Total	340.00
07/21/2010	207316	4633	LPGA	OTHER PURCHASED SERVICES	561-6451-562.39-99		7/2010	1,000.00
							Total	1,000.00
07/21/2010	207328	7214	RESPOND SYSTEMS	OPERATING SUPPLIES	561-6451-563.22-99		7/2010	41.44
				OPERATING SUPPLIES	561-6451-562.22-99		7/2010	34.54
				OPERATING SUPPLIES	561-6452-563.22-99		7/2010	72.26
							Total	148.24
07/21/2010	207333	8270	MASTERCARD PROCESSING C	GIRLS GOLF PROGRAM SUPPLI	561-6451-562.39-99		7/2010	129.24
				PRIZES FOR GIRLS GOLF PRO	561-6451-562.39-99		7/2010	360.00
							Total	489.24
07/21/2010	207344	9468	IDENTITY SCREENPRINTING	OTHER PURCHASED SERVICES	561-6451-562.39-99		7/2010	632.50
							Total	632.50

CITY OF GREAT FALLS
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/21/2010	207351	10376	WESTERN GOLF INC	REPAIR & MAINT SUPPLIES	561-6451-562.23-72		7/2010	136.76
				REPAIR & MAINT SUPPLIES	561-6452-562.23-72		7/2010	136.77
							Total	273.53
07/21/2010	207360	10858	VERIZON WIRELESS	COMMUNICATION SERVICES	561-6451-562.31-32		7/2010	38.51
				COMMUNICATION SERVICES	561-6451-563.31-32		7/2010	44.49
				COMMUNICATION SERVICES	561-6452-562.31-32		7/2010	38.51
				COMMUNICATION SERVICES	561-6452-563.31-32		7/2010	43.79
							Total	165.30
07/21/2010	207368	11433	GIRL SCOUTS OF MONTANA	OTHER PURCHASED SERVICES	561-6451-562.39-99		7/2010	876.00
							Total	876.00
07/21/2010	207375	12075	SOUTHWEST TURF INC	OPERATING SUPPLIES	561-6452-563.22-63		7/2010	649.56
				OPERATING SUPPLIES	561-6451-563.22-63		7/2010	677.80
							Total	1,327.36
07/21/2010	207386	12687	SKYHAWKE TECHNOLOGIES L	PRO SHOP MERCHANDISE RESA	561-0000-152.90-99		7/2010	1,620.72
							Total	1,620.72
07/21/2010	207414	13430	COBRA PUMA GOLF	PRO SHOP MERCHANDISE RESA	561-0000-152.90-99		7/2010	112.24
				GOLF PRO SHOP MERCHANDISE	561-0000-152.90-99		7/2010	403.79
							Total	516.03
07/28/2010	207439	82	NORTHWESTERN ENERGY	07252174	561-6452-563.34-12		7/2010	9.97
							Total	9.97
07/28/2010	207449	191	RYANS CASH & CARRY	GOLF PRO SHOP MERCHANDISE	561-0000-152.90-99		7/2010	73.32
				CLEANING SUPPLIES	561-6451-562.22-94		7/2010	24.27
				CLEANING SUPPLIES	561-6452-562.22-94		7/2010	24.28
							Total	121.87
07/28/2010	207473	972	MOUNTAIN VIEW CO-OP	UTILITIES	561-6452-563.34-15		7/2010	340.00
							Total	340.00
07/28/2010	207498	3805	CENTRAL LOCK & KEY PLUS	OPERATING SUPPLIES	561-6451-562.22-99		7/2010	9.40
							Total	9.40
07/28/2010	207521	7360	K & M INC	GIRLS GOLF MERCHANDISE PU	561-6451-562.39-99		7/2010	263.25
							Total	263.25
07/28/2010	207563	11790	SUN MOUNTAIN	GOLF PRO SHOP MERCHANDISE	561-0000-152.90-99		7/2010	261.30
				FREIGHT REFUND ON MERCHAN	561-0000-152.90-99		7/2010	5.27-
							Total	256.03
07/28/2010	207574	12640	JC GOLF ACCESSORIES	GOLF PRO SHOP MERCHANDISE	561-0000-152.90-99		7/2010	521.88
							Total	521.88
07/28/2010	207575	12646	LYNETTE ROBBINS	LPGA GIRLS GOLF PROGRAM S	561-6451-562.39-99		7/2010	53.71
							Total	53.71
07/28/2010	207605	13426	GRANITE PEAK PUMP SERVI	MACH & EQUIP CAP OUTLAY	561-6451-563.94-99	651001	7/2010	20,308.50
							Total	20,308.50

Prepared: 07/28/2010, 9:02:59
Program: GM179L
Bank: 01 HTE SUB-SYS AND MASTER

CITY OF GREAT FALLS
CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT

				29 Checks	** Fund Total			30,110.50

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/21/2010	207220	9	JOHNSON MADISON LUMBER	REPAIR & MAINT SUPPLIES	563-6475-562.23-72		7/2010 Total	6.11 6.11
07/21/2010	207224	25	PROBUILD (FORMERLY POUL	REPAIR & MAINT SUPPLIES	563-6471-562.23-72		7/2010 Total	13.98 13.98
07/21/2010	207226	37	BEARING SALES INC	REPAIR & MAINT SUPPLIES	563-6471-562.23-72		7/2010 Total	5.84 5.84
07/21/2010	207238	81	QWEST	PHONE BILL JULY 2010 JULY 2010 PHONE BILL	563-6473-562.31-31 563-6471-562.31-31		7/2010 7/2010 Total	45.28 48.23 93.51
07/21/2010	207239	82	NORTHWESTERN ENERGY	June 2010 charges	563-6475-562.34-12		7/2010 Total	152.33 152.33
07/21/2010	207241	88	ADVANCED LITHO PRINTING	PRINTING & PUBLISHING	563-6471-562.33-39		7/2010 Total	99.00 99.00
07/21/2010	207246	141	JOHNSON CONTROLS INC	REPAIR & MAINT SERVICES	563-6473-562.36-11		7/2010 Total	2,869.00 2,869.00
07/21/2010	207253	198	MASCO JANITORIAL SUPPLY	REPAIR & MAINT SUPPLIES REPAIR & MAINT SUPPLIES REPAIR & MAINT SUPPLIES REPAIR & MAINT SUPPLIES	563-6471-562.23-72 563-6475-562.23-72 563-6475-562.23-72 563-6473-562.23-72		7/2010 7/2010 7/2010 7/2010 Total	163.20 39.00 19.50 81.00 302.70
07/21/2010	207281	2321	CHEMICAL MONTANA COMPAN	CHEMICALS	563-6471-562.28-11		7/2010 Total	884.00 884.00
07/21/2010	207286	3008	WATCO POOLS	UTILITIES SUPPLIES & MAT UTILITIES SUPPLIES & MAT	563-6471-562.28-11 563-6475-562.28-11		7/2010 7/2010 Total	1,843.82 1,843.83 3,687.65
07/21/2010	207317	4876	ACE HARDWARE	REPAIR & MAINT SUPPLIES	563-6475-562.23-72		7/2010 Total	8.98 8.98
07/21/2010	207318	4909	SAMS CLUB	CONCESSIONS OPERATING SUPPLIES CONCESSIONS OPERATION SUPPLIES CONCESSIONS OPERATING SUPPLIES GROUNDS SUPPLIES	563-6475-562.25-59 563-6475-562.22-99 563-6475-562.25-59 563-6475-562.22-99 563-6475-562.25-59 563-6471-562.22-99 563-6471-562.36-11		7/2010 7/2010 7/2010 7/2010 7/2010 7/2010 7/2010 Total	32.26 11.26 61.05 11.26 83.53 84.72 24.86 308.94
07/21/2010	207327	6967	BIG SPRING WATER PRODUC	OPERATING SUPPLIES OPERATING SUPPLIES	563-6475-562.22-99 563-6475-562.22-99		7/2010 7/2010 Total	48.40 48.40 96.80
07/21/2010	207333	8270	MASTERCARD PROCESSING C	OPERATING SUPPLIES	563-6471-562.22-99		7/2010 Total	41.76 41.76

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/21/2010	207335	8447	MONTANA VENDING INC	CONCESSIONS	563-6471-562.25-59		7/2010 Total	408.11 408.11
07/21/2010	207353	10408	BREEN OIL & TIRE CO	SUPPLIES FOR RESALE	563-6471-562.25-59		7/2010 Total	11.00 11.00
07/21/2010	207360	10858	VERIZON WIRELESS	COMMUNICATION SERVICES	563-6473-562.31-32		7/2010	28.43
				COMMUNICATION SERVICES	563-6475-562.31-32		7/2010 Total	43.18 71.61
07/21/2010	207378	12339	CENTRAL MONTANA RADIO N	REF,PUBLICITY,TAXES,DUES	563-6471-562.33-39		7/2010	240.00
				REF,PUBLICITY,TAXES,DUES	563-6471-562.33-39		7/2010	240.00
				REF,PUBLICITY,TAXES,DUES	563-6471-562.33-39		7/2010 Total	240.00 720.00
07/21/2010	207382	12646	JAMES YASKULSKI	REMOTE STAR 98.3 AUG 24	563-6471-562.33-39		7/2010 Total	70.00 70.00
07/21/2010	207404	13044	UDDER DISTRIBUTING INC	CONCESSIONS	563-6471-562.25-59		7/2010	442.25
				CONCESSIONS	563-6475-562.25-59		7/2010 Total	224.64 666.89
07/28/2010	207420	10	K-MART 3094	REPAIR & MAINT SUPPLIES	563-6471-562.23-72		7/2010	21.54
				OPERATING SUPPLIES	563-6471-562.22-99		7/2010 Total	34.94 56.48
07/28/2010	207423	25	PROBUILD (FORMERLY POUL	REPAIR & MAINT SUPPLIES	563-6471-562.23-72		7/2010 Total	4.78 4.78
07/28/2010	207431	52	CONSOLIDATED ELECTRICAL	REPAIR & MAINT SUPPLIES	563-6471-562.23-17		7/2010	19.87
				REPAIR & MAINT SUPPLIES	563-6471-562.23-72		7/2010 Total	30.00 49.87
07/28/2010	207433	65	GENERAL DISTRIBUTING CO	UTILITIES SUPPLIES & MAT	563-6471-562.28-11		7/2010	113.18
				UTILITIES SUPPLIES & MAT	563-6471-562.28-11		7/2010 Total	47.06 160.24
07/28/2010	207435	68	NAPA AUTO PARTS OF GREA	REPAIR & MAINT SUPPLIES	563-6471-562.23-72		7/2010 Total	.66 .66
07/28/2010	207438	81	QWEST	SET UP PHONES & JULY BILL	563-6475-562.31-31		7/2010	185.85
				SET UP FEES AND JULY BILL	563-6475-562.31-31		7/2010 Total	321.86 507.71
07/28/2010	207439	82	NORTHWESTERN ENERGY	07254642	563-6471-562.34-12		7/2010	192.81
				07254667	563-6471-562.34-12		7/2010 Total	525.09 717.90
07/28/2010	207448	178	PEPSI COLA OF GREAT FAL	SUPPLIES FOR RESALE	563-6471-562.25-59		7/2010	34.56-
				SUPPLIES FOR RESALE	563-6471-562.25-59		7/2010	694.68
				SUPPLIES FOR RESALE	563-6471-562.25-59		7/2010	14.00-
				SUPPLIES FOR RESALE	563-6471-562.25-59		7/2010 Total	68.50- 577.62

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/28/2010	207451	198	MASCO JANITORIAL SUPPLY	REPAIR & MAINT SUPPLIES	563-6471-562.23-72		7/2010	28.64
				REPAIR & MAINT SUPPLIES	563-6473-562.23-72		7/2010	28.64
				REPAIR & MAINT SUPPLIES	563-6475-562.23-72		7/2010	57.26
				REPAIR & MAINT SUPPLIES	563-6475-562.23-72		7/2010	142.23
				REPAIR & MAINT SUPPLIES	563-6471-562.23-72		7/2010	14.33
				REPAIR & MAINT SUPPLIES	563-6473-562.23-72		7/2010	14.33
				REPAIR & MAINT SUPPLIES	563-6475-562.23-72		7/2010	14.33
							Total	299.76
07/28/2010	207464	405	CRESCENT ELECTRIC SUPPL	REPAIR & MAINT SERVICES	563-6471-562.36-11		7/2010	153.88
							Total	153.88
07/28/2010	207469	730	RECREATION SUPPLY COMPA	SHIPPING & HANDLING	563-6473-562.23-17		7/2010	25.56
							Total	25.56
07/28/2010	207489	2321	CHEMICAL MONTANA COMPAN	CHEMICALS	563-6471-562.28-11		7/2010	346.50
				CHEMICALS	563-6475-562.28-11		7/2010	148.50
							Total	495.00
07/28/2010	207494	3008	WATCO POOLS	CHEMICALS	563-6471-562.28-11		7/2010	2,294.55
				CHEMICALS	563-6475-562.28-11		7/2010	794.54
							Total	3,089.09
07/28/2010	207504	4876	ACE HARDWARE	REPAIR & MAINT SUPPLIES	563-6471-562.23-72		7/2010	1.99
				REPAIR & MAINT SUPPLIES	563-6475-562.23-72		7/2010	2.99
				REPAIR & MAINT SUPPLIES	563-6471-562.23-72		7/2010	4.98
				REPAIR & MAINT SUPPLIES	563-6475-562.23-72		7/2010	4.99
				REPAIR & MAINT SUPPLIES	563-6471-562.23-72		7/2010	2.38
							Total	17.33
07/28/2010	207505	4909	SAMS CLUB	LAUA SUPPLIES	563-6471-562.22-99		7/2010	135.23
				CLEANING SUPPLIES	563-6471-562.23-72		7/2010	18.36
				CONCESSIONS	563-6471-562.25-59		7/2010	31.78
							Total	185.37
07/28/2010	207522	7497	KENCO ENTERPRISES INC	PROFESSIONAL SERVICES	563-6471-562.35-99		7/2010	24.00
							Total	24.00
07/28/2010	207528	8270	MASTERCARD PROCESSING C	LUAU SUPPLIES	563-6471-562.22-99		7/2010	49.45
				HAWAIIAN LAUA SUPPLIES	563-6471-562.22-99		7/2010	75.00
				SUPPLIES FOR LAUA	563-6471-562.22-99		7/2010	19.00
							Total	143.45
07/28/2010	207529	8447	MONTANA VENDING INC	SUPPLIES FOR RESALE	563-6471-562.25-59		7/2010	168.66
				SUPPLIES FOR RESALE	563-6471-562.25-59		7/2010	168.60
				SUPPLIES FOR RESALE	563-6471-562.25-59		7/2010	543.34
							Total	880.60
07/28/2010	207530	8479	CASCADE COUNTY PRINT SH	OFFICE SUPPLIES	563-6471-562.21-99		7/2010	54.00
				OFFICE SUPPLIES	563-6473-562.21-99		7/2010	54.00
				OPERATING SUPPLIES	563-6475-562.22-99		7/2010	27.00
							Total	135.00

Prepared: 07/28/2010, 9:02:59
 Program: GM179L
 Bank: 01 HTE SUB-SYS AND MASTER

CITY OF GREAT FALLS
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/28/2010	207537	9482	ZEBEC OF NORTH AMERICA	OPERATING SUPPLIES	563-6471-562.22-99		7/2010	300.00
							Total	300.00
07/28/2010	207542	10408	BREEN OIL & TIRE CO	SUPPLIES FOR RESALE	563-6471-562.25-59		7/2010	11.00
				SUPPLIES FOR RESALE	563-6471-562.25-59		7/2010	11.00
							Total	22.00
07/28/2010	207559	11357	WRISTBANDS MEDTECH USA	WRISTBANDS	563-6471-562.22-99		7/2010	660.95
							Total	660.95
07/28/2010	207571	12310	SCHEERS WHOLESALE INC	SUPPLIES FOR RESALE	563-6471-562.25-59		7/2010	319.20
				SUPPLIES FOR RESALE	563-6471-562.25-59		7/2010	579.40
							Total	898.60
07/28/2010	207581	12671	CHAFIN SHARON	COMMUNICATION SERVICES	563-6471-562.31-31		7/2010	11.00
							Total	11.00
07/28/2010	207590	13044	UDDER DISTRIBUTING INC	SUPPLIES FOR RESALE	563-6471-562.25-59		7/2010	496.28
				SUPPLIES FOR RESALE	563-6471-562.25-59		7/2010	153.86
				SUPPLIES FOR RESALE	563-6471-562.25-59		7/2010	706.20
				SUPPLIES FOR RESALE	563-6471-562.25-59		7/2010	210.86
				CONCESSIONS	563-6475-562.25-59		7/2010	93.30
							Total	1,660.50
				45 Checks	** Fund Total			21,595.56

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/21/2010	207225	30	SHOPKO LLC	OPERATING SUPPLIES	564-6462-562.22-99		7/2010 Total	59.74 59.74
07/21/2010	207235	67	GLACIER STATE ELECTRIC	OPERATING SUPPLIES	564-6462-562.22-99		7/2010 Total	12.65 12.65
07/21/2010	207238	81	QWEST	JULY 2010 PHONE BILL	564-6462-562.31-31		7/2010 Total	129.00 129.00
07/21/2010	207249	173	ALLEGRA PRINT & IMAGING	PROFESSIONAL SERVICES	564-6461-562.35-99		7/2010 Total	277.20 277.20
07/21/2010	207250	177	ALARM SERVICE INC	PROFESSIONAL SERVICES	564-6462-562.35-99		7/2010 Total	50.00 50.00
07/21/2010	207259	388	NATIONAL LAUNDRY	OPERATING SUPPLIES OPERATING SUPPLIES	564-6462-562.22-94 564-6462-562.22-94		7/2010 7/2010 Total	9.45 8.40 17.85
07/21/2010	207317	4876	ACE HARDWARE	REPAIR & MAINT SUPPLIES	564-6462-562.23-79		7/2010 Total	5.99 5.99
07/21/2010	207360	10858	VERIZON WIRELESS	COMMUNICATION SERVICES	564-6462-562.31-32		7/2010 Total	43.60 43.60
07/21/2010	207383	12646	GFHS POOL	SUMMER CAMP SWIMMING 70 Y	564-6462-562.35-99		7/2010 Total	105.00 105.00
07/28/2010	207419	9	JOHNSON MADISON LUMBER	REPAIR & MAINT SUPPLIES	564-6462-562.23-79		7/2010 Total	115.57 115.57
07/28/2010	207420	10	K-MART 3094	OFFICE SUPPLIES	564-6462-562.21-99		7/2010 Total	42.91 42.91
07/28/2010	207431	52	CONSOLIDATED ELECTRICAL	REPAIR & MAINT SERVICES	564-6462-562.36-12		7/2010 Total	3.43 3.43
07/28/2010	207439	82	NORTHWESTERN ENERGY	07249774	564-6461-562.34-12		7/2010 Total	1.92 1.92
07/28/2010	207451	198	MASCO JANITORIAL SUPPLY	OPERATING SUPPLIES OPERATING SUPPLIES	564-6462-562.22-94 564-6462-562.22-94		7/2010 7/2010 Total	74.70 32.78 107.48
07/28/2010	207460	367	PICKWICK'S OFFICE WORKS	OFFICE SUPPLIES	564-6462-562.21-99		7/2010 Total	37.19 37.19
07/28/2010	207474	1010	BATTERY WAREHOUSE	BATTERY'S FOR REC CENTER	564-6462-562.23-79		7/2010 Total	45.00 45.00
07/28/2010	207505	4909	SAMS CLUB	CAMP SUPPLIES	564-6462-562.22-99		7/2010 Total	117.43 117.43

Prepared: 07/28/2010, 9:02:59
Program: GM179L
Bank: 01 HTE SUB-SYS AND MASTER

CITY OF GREAT FALLS
CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/28/2010	207557	11294	LITTLES LANES	YOUTH BOWLING SUMMER CAMP	564-6462-562.35-99		7/2010	280.00
							Total	280.00
07/28/2010	207567	12077	HAUERS SKATING CENTER	66 YOUTH @ \$2.00 EA	564-6462-562.35-99		7/2010	132.00
							Total	132.00
07/28/2010	207576	12646	GFHS POOL	68 YOUTH	564-6462-562.35-99		7/2010	102.00
							Total	102.00
				20 Checks	** Fund Total			1,685.96

Prepared: 07/28/2010, 9:02:59
 Program: GM179L
 Bank: 01 HTE SUB-SYS AND MASTER

CITY OF GREAT FALLS
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/28/2010	207448	178	PEPSI COLA OF GREAT FAL	CONCESSIONS	566-6446-562.25-59		7/2010	155.75
							Total	155.75
07/28/2010	207451	198	MASCO JANITORIAL SUPPLY	OPERATING SUPPLIES	566-6446-562.22-99		7/2010	187.75
							Total	187.75
07/28/2010	207453	204	GUSTO DISTRIBUTING CO	CONCESSIONS	566-6446-562.25-59		7/2010	384.60
							Total	384.60
07/28/2010	207485	2134	LEWIS LARRY	PROFESSIONAL SERVICES	566-6446-562.35-99		7/2010	392.00
							Total	392.00
07/28/2010	207500	3968	MONTANA SOFTBALL ASSOCI	PROFESSIONAL SERVICES	566-6446-562.35-99		7/2010	2,156.00
							Total	2,156.00
07/28/2010	207504	4876	ACE HARDWARE	OPERATING SUPPLIES	566-6446-562.22-99		7/2010	12.98
							Total	12.98
07/28/2010	207539	9864	TIRE FACTORY	OPERATING SUPPLIES	566-6446-562.22-99		7/2010	20.00
							Total	20.00
07/28/2010	207581	12671	CHAFIN SHARON	COMMUNICATION SERVICES	566-6446-562.31-32		7/2010	11.00
							Total	11.00
07/28/2010	207593	13097	EAGLE BEVERAGE	CONCESSIONS	566-6446-562.25-59		7/2010	654.60
							Total	654.60
				9 Checks	** Fund Total			3,974.68

Prepared: 07/28/2010, 9:02:59
 Program: GM179L
 Bank: 01 HTE SUB-SYS AND MASTER

CITY OF GREAT FALLS
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/21/2010	207220	9	JOHNSON MADISON LUMBER	OPERATING SUPPLIES	571-6271-562.22-99		7/2010	23.85
							Total	23.85
07/21/2010	207317	4876	ACE HARDWARE	OPERATING SUPPLIES	571-6271-562.22-99		7/2010	24.99
							Total	24.99
07/21/2010	207357	10623	JUST RITE ACOUSTICS INC	EQUIP, FURN, FIXTURES	571-6271-562.24-39		7/2010	1,669.00
							Total	1,669.00
07/21/2010	207366	11426	VISIONONE INC	JUNE TICKET SERVICES	571-6271-562.35-99		7/2010	86.50
				JULY VERSIGN	571-6271-562.55-17		7/2010	59.95
							Total	146.45
07/28/2010	207462	388	NATIONAL LAUNDRY	OTHER PURCHASED SERVICES	571-6273-562.39-71		7/2010	7.34
							Total	7.34
07/28/2010	207609	13436	PRETTY ONE PRODUCTIONS	11-33 PUTNAM COUNTY FAIR	571-0000-268.90-00		7/2010	3,994.00
							Total	3,994.00
6 Checks ** Fund Total								5,865.63

Prepared: 07/28/2010, 9:02:59
Program: GM179L
Bank: 01 HTE SUB-SYS AND MASTER

CITY OF GREAT FALLS
CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/21/2010	207257	367	PICKWICK'S OFFICE WORKS	OFFICE SUPPLIES	611-1481-511.21-11		7/2010	40.89
				OFFICE SUPPLIES	611-1481-511.21-99		7/2010	29.33
				OFFICE SUPPLIES	611-1481-511.21-99		7/2010	1.84
							Total	72.06
07/28/2010	207460	367	PICKWICK'S OFFICE WORKS	OFFICE SUPPLIES	611-1481-511.21-99		7/2010	123.90
							Total	123.90
				2 Checks	** Fund Total			195.96

Prepared: 07/28/2010, 9:02:59
Program: GM179L
Bank: 01 HTE SUB-SYS AND MASTER

CITY OF GREAT FALLS
CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/21/2010	207238	81	QWEST	COMMUNICATION SERVICES	612-2151-512.31-31		7/2010	676.55
							Total	676.55
07/28/2010	207438	81	QWEST	JUL 10 SWITCHBOARD BILL D	612-2151-512.31-31		7/2010	255.03
							Total	255.03
				2 Checks	** Fund Total			931.58

Prepared: 07/28/2010, 9:02:59
Program: GM179L
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CITY OF GREAT FALLS
CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/21/2010	207257	367	PICKWICK'S OFFICE WORKS	OFFICE SUPPLIES	614-1566-511.21-99		7/2010	11.95
							Total	11.95
07/28/2010	207458	293	DAVIS BUSINESS MACHINES	REPAIR & MAINT SERVICES	614-1566-511.36-91		7/2010	24.79
							Total	24.79
07/28/2010	207460	367	PICKWICK'S OFFICE WORKS	OFFICE SUPPLIES	614-1566-511.21-99		7/2010	5.56
							Total	5.56
				3 Checks	** Fund Total			42.30

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/21/2010	207257	367	PICKWICK'S OFFICE WORKS	OFFICE SUPPLIES	615-1511-511.21-99		7/2010	35.61
				OFFICE SUPPLIES	615-1561-511.21-99		7/2010	59.26
				OFFICE SUPPLIES	615-1562-511.21-99		7/2010	11.95
				OFFICE SUPPLIES	615-1563-511.21-99		7/2010	23.65
				OFFICE SUPPLIES	615-1564-511.21-99		7/2010	106.57
							Total	237.04
07/21/2010	207331	7796	INNOVATIVE POSTAL SERVI	COMMUNICATION SERVICES	615-1568-511.31-11		7/2010	89.08
				COMMUNICATION SERVICES	615-1568-511.31-11		7/2010	230.55
				COMMUNICATION SERVICES	615-1568-511.31-11		7/2010	130.05
				COMMUNICATION SERVICES	615-1568-511.31-11		7/2010	108.87
				COMMUNICATION SERVICES	615-1564-511.31-11		7/2010	13.43
				PRINTING & PUBLISHING	615-1564-511.32-11		7/2010	3.02
				COMMUNICATION SERVICES	615-1564-511.31-11		7/2010	8.71
				PRINTING & PUBLISHING	615-1564-511.32-11		7/2010	3.62
				COMMUNICATION SERVICES	615-1564-511.31-11		7/2010	36.39
				PRINTING & PUBLISHING	615-1564-511.32-11		7/2010	8.14
				COMMUNICATION SERVICES	615-1564-511.31-11		7/2010	221.45
				PRINTING & PUBLISHING	615-1564-511.32-11		7/2010	28.32
				COMMUNICATION SERVICES	615-1564-511.31-11		7/2010	267.03
				PRINTING & PUBLISHING	615-1564-511.32-11		7/2010	34.16
							Total	1,182.82
07/21/2010	207333	8270	MASTERCARD PROCESSING C	CLEAING SUPPLIES FROM SAM	615-1564-511.21-99		7/2010	25.34
							Total	25.34
07/28/2010	207458	293	DAVIS BUSINESS MACHINES	REPAIR & MAINT SERVICES	615-1511-511.36-91		7/2010	62.02
				REPAIR & MAINT SERVICES	615-1561-511.36-91		7/2010	62.02
				REPAIR & MAINT SERVICES	615-1562-511.36-91		7/2010	24.81
				REPAIR & MAINT SERVICES	615-1563-511.36-91		7/2010	24.81
				REPAIR & MAINT SERVICES	615-1564-511.36-91		7/2010	49.61
							Total	223.27
07/28/2010	207460	367	PICKWICK'S OFFICE WORKS	EQUIP, FURN, FIXTURES	615-1564-511.24-99		7/2010	1,446.46
				EQUIP, FURN, FIXTURES	615-1564-511.24-99		7/2010	2,892.92
				OFFICE SUPPLIES	615-1511-511.21-99		7/2010	16.58
				OFFICE SUPPLIES	615-1561-511.21-99		7/2010	27.59
				OFFICE SUPPLIES	615-1562-511.21-99		7/2010	5.56
				OFFICE SUPPLIES	615-1563-511.21-99		7/2010	11.01
				OFFICE SUPPLIES	615-1564-511.21-99		7/2010	49.63
				OFFICE SUPPLIES	615-1563-511.21-99		7/2010	15.74
				OFFICE SUPPLIES	615-1561-511.21-99		7/2010	15.39
							Total	4,480.88
07/28/2010	207524	7796	INNOVATIVE POSTAL SERVI	COMMUNICATION SERVICES	615-1568-511.31-11		7/2010	205.15
				COMMUNICATION SERVICES	615-1568-511.31-11		7/2010	71.24
				COMMUNICATION SERVICES	615-1568-511.31-11		7/2010	153.79
				COMMUNICATION SERVICES	615-1568-511.31-11		7/2010	75.12
				COMMUNICATION SERVICES	615-1568-511.31-11		7/2010	74.64
				POSTAGE UTILITY BILLS PRO	615-1564-511.31-11		7/2010	2,266.01
				PROCESSING OF UTILITY BIL	615-1564-511.32-11		7/2010	574.59
				POSTAGE FOR STATEMENTS PR	615-1564-511.31-11		7/2010	1,752.41
				STATEMENT PROCESSING FOR	615-1564-511.32-11		7/2010	446.74

Prepared: 07/28/2010, 9:02:59
Program: GM179L
Bank: 01 HTE SUB-SYS AND MASTER

CITY OF GREAT FALLS
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07/28/2010	207524	7796	INNOVATIVE POSTAL SERVI	COMMUNICATION SERVICES	615-1564-511.31-11		7/2010	7.64
				PRINTING & PUBLISHING	615-1564-511.32-11		7/2010	1.74
				COMMUNICATION SERVICES	615-1564-511.31-11		7/2010	13.93
				PRINTING & PUBLISHING	615-1564-511.32-11		7/2010	3.31
				COMMUNICATION SERVICES	615-1564-511.31-11		7/2010	234.35
				PRINTING & PUBLISHING	615-1564-511.32-11		7/2010	29.98
							Total	5,910.64
				6 Checks	** Fund Total			12,059.99

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07/21/2010	207238	81	QWEST	T-1 CHARGES	617-1512-512.31-99		7/2010	1,587.94
				DS3	617-1512-512.31-99		7/2010	609.25
							Total	2,197.19
07/21/2010	207257	367	PICKWICK'S OFFICE WORKS	OFFICE SUPPLIES	617-1513-512.21-99		7/2010	10.43
				OFFICE SUPPLIES	617-1512-512.21-99		7/2010	52.46
							Total	62.89
07/21/2010	207315	4583	DATA NORTHWEST	OFFICE SUPPLIES	617-1512-512.21-51		7/2010	218.00
							Total	218.00
07/21/2010	207333	8270	MASTERCARD PROCESSING C	EQUIP, FURN, FIXTURES	617-1582-514.24-18		7/2010	79.99
							Total	79.99
07/21/2010	207347	9903	QWEST	COMMUNICATION SERVICES	617-1512-512.31-99		7/2010	1,099.58
							Total	1,099.58
07/21/2010	207395	12716	INFOPRINT SOLUTIONS COM	REPAIR & MAINT SERVICES	617-1512-512.36-91		7/2010	1,371.72
							Total	1,371.72
07/28/2010	207438	81	QWEST	COMMUNICATION SERVICES	617-1512-512.31-31		7/2010	43.04
							Total	43.04
07/28/2010	207497	3695	IBM CORPORATION	PROFESSIONAL SERVICES	617-1512-512.35-99		7/2010	840.00
							Total	840.00
07/28/2010	207541	10157	BUSINESS COMPUTER DESIG	REPAIR & MAINT SERVICES	617-1512-512.36-91		7/2010	1,275.00
							Total	1,275.00
07/28/2010	207569	12222	DELL MARKETING LP	EQUIP, FURN, FIXTURES	617-1582-514.24-18		7/2010	1,538.76
							Total	1,538.76
10 Checks ** Fund Total								8,726.17

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/21/2010	207223	21	SIX ROBBLEES INC	REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	13.38
							Total	13.38
07/21/2010	207226	37	BEARING SALES INC	REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	19.11
							Total	19.11
07/21/2010	207231	63	FIRESTONE COMPLETE AUTO	AUTO &TRUCK MAINT.INVENT	631-0000-151.90-00		7/2010	866.74
							Total	866.74
07/21/2010	207234	66	GERBERS OF MONTANA INC	REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	37.43
							Total	37.43
07/21/2010	207236	68	NAPA AUTO PARTS OF GREA	AUTO &TRUCK MAINT.INVENT	631-0000-151.90-00		7/2010	7.53
				REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	38.13
				REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	9.84
							Total	55.50
07/21/2010	207238	81	QWEST	COMMUNICATION SERVICES	631-3113-532.31-31		7/2010	43.04
							Total	43.04
07/21/2010	207244	134	ELECTRIC CITY BRAKE	ALIGNMENT FOR UNIT#321	631-3113-532.36-51		7/2010	59.95
							Total	59.95
07/21/2010	207259	388	NATIONAL LAUNDRY	RENTALS	631-3113-532.53-99		7/2010	73.78
				RENTALS	631-3113-532.53-99		7/2010	21.93
							Total	95.71
07/21/2010	207269	1334	AG WEST DISTRIBUTING CO	REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	6.60
							Total	6.60
07/21/2010	207279	2129	BIG SKY FIRE/AFFIRMED M	REPAIR & MAINT SERVICES	631-3113-532.36-91		7/2010	4.65
							Total	4.65
07/21/2010	207282	2727	TERRITORIAL SUPPLIES IN	EQUIP, FURN, FIXTURES	631-1613-532.24-19		7/2010	666.75
							Total	666.75
07/21/2010	207283	2730	SERVICEMASTER ALL PURPO	REPAIR & MAINT SERVICES	631-3113-532.36-91		7/2010	306.00
							Total	306.00
07/21/2010	207334	8371	SAFELITE FULFILLMENT IN	WINDSHIELD GLASS & LABOR	631-3113-532.23-11		7/2010	170.00
							Total	170.00
07/21/2010	207339	8656	MOODIE IMPLEMENT (FARM	THROTTLE CABLE & FRT. UNI	631-3113-532.23-11		7/2010	37.58
							Total	37.58
07/21/2010	207345	9522	STEEL ETC	REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	6.26
							Total	6.26
07/21/2010	207346	9731	MOTOR POWER GREAT FALLS	FRT. HITCH FOR UNIT#910	631-3113-532.23-11		7/2010	144.12
							Total	144.12
07/21/2010	207350	10310	WARD DIESEL FILTER SYST	UPS RETURN FEE FOR USED F	631-3113-532.23-11		7/2010	40.00
							Total	40.00

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/21/2010	207354	10418	TURFCARE AND SPECIALTY	ING. SWITCH & KEY FOR UNI	631-3113-532.23-11		7/2010	33.96
							Total	33.96
07/21/2010	207355	10435	BUG DOCTOR	REPAIR & MAINT SERVICES	631-3113-532.36-99		7/2010	22.50
							Total	22.50
07/21/2010	207359	10829	SUPERIOR TIRE INC	REPAIR & MAINT SERVICES	631-3113-532.36-51		7/2010	161.75
				REPAIR & MAINT SERVICES	631-3113-532.36-51		7/2010	37.90
				REPAIR & MAINT SERVICES	631-3113-532.36-51		7/2010	17.50
							Total	217.15
07/21/2010	207365	11353	I STATE TRUCK CENTER IN	REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	52.75
							Total	52.75
07/21/2010	207373	12052	OREILLY AUTO PARTS	REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	12.99
							Total	12.99
07/21/2010	207376	12089	TNT SPRINGS INC / TNT T	REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	93.91
							Total	93.91
07/21/2010	207405	13156	DIRECT AUTOMOTIVE DISTR	REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	198.84
				REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	502.65
				REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	108.48
				REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	64.79
				REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	258.54
							Total	1,133.30
07/21/2010	207407	13264	NATIONAL COATINGS & SUP	PAINT & HARDNER FOR UNIT#	631-3113-532.23-11		7/2010	97.38
				YELLOW PAINT FOR UNIT#125	631-3113-532.23-11		7/2010	18.99
							Total	116.37
07/21/2010	207412	13423	STARTER ALTERNATOR SPEC	REGULATOR & UPS CHARGES F	631-3113-532.23-11		7/2010	253.91
							Total	253.91
07/28/2010	207417	7	JERRYS RADIATOR SERVICE	REPAIR & MAINT SERVICES	631-3113-532.36-51		7/2010	102.00
							Total	102.00
07/28/2010	207418	8	JOHNSON DISTRIBUTING	REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	10.88
							Total	10.88
07/28/2010	207421	11	MILLER AUTO INTERIOR IN	REPAIR & MAINT SERVICES	631-3113-532.36-51		7/2010	144.00
							Total	144.00
07/28/2010	207422	22	PACIFIC STEEL	REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	54.35
				REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	10.45
							Total	64.80
07/28/2010	207427	39	SULLIVANS COMPUTERS & E	REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	10.80
							Total	10.80
07/28/2010	207428	40	BIG R STORES (CSWW INC)	AUTO &TRUCK MAINT.INVENT	631-0000-151.90-00		7/2010	30.49
				OPERATING SUPPLIES	631-3113-532.22-99		7/2010	64.58
							Total	95.07

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/28/2010	207429	42	BISON MOTOR CO INC	REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	144.99
				REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	20.21
							Total	165.20
07/28/2010	207431	52	CONSOLIDATED ELECTRICAL	REPAIR & MAINT SERVICES	631-3113-532.36-12		7/2010	57.50
							Total	57.50
07/28/2010	207432	64	FLEET SUPPLY COMPANY	REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	.12
				OPERATING SUPPLIES	631-3113-532.22-99		7/2010	7.99
				REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	34.40
				REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	14.10
							Total	56.61
07/28/2010	207433	65	GENERAL DISTRIBUTING CO	REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	50.96
				OPERATING SUPPLIES	631-3113-532.22-99		7/2010	111.91
				OPERATING SUPPLIES	631-3113-532.22-99		7/2010	17.36
				OPERATING SUPPLIES	631-3113-532.22-99		7/2010	54.76
				OPERATING SUPPLIES	631-3113-532.22-99		7/2010	56.87
				OPERATING SUPPLIES	631-3113-532.22-99		7/2010	5.24
				REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	20.00
							Total	317.10
07/28/2010	207435	68	NAPA AUTO PARTS OF GREA	REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	4.54
				AUTO &TRUCK MAINT.INVENT	631-0000-151.90-00		7/2010	424.64
				REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	14.09
				REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	14.09
				REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	7.82
				AUTO &TRUCK MAINT.INVENT	631-0000-151.90-00		7/2010	65.99
				REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	103.77
				AUTO &TRUCK MAINT.INVENT	631-0000-151.90-00		7/2010	135.80
				REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	9.76
							Total	780.50
07/28/2010	207436	69	TRACTOR & EQUIPMENT CO	REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	179.89
				OPERATING SUPPLIES	631-3113-532.22-99		7/2010	78.36
							Total	258.25
07/28/2010	207438	81	QWEST	COMMUNICATION SERVICES	631-3113-532.31-31		7/2010	13.49
							Total	13.49
07/28/2010	207443	106	MIDLAND IMPLEMENT COMPA	REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	426.25
				REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	33.30
							Total	459.55
07/28/2010	207455	266	TRI STATE TRUCK & EQUIP	REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	155.69
				REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	46.37
				REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	24.61
							Total	226.67
07/28/2010	207456	267	CITY MOTOR CO INC	REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	12.60-
				REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	142.30
				REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	12.60
							Total	142.30

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/28/2010	207462	388	NATIONAL LAUNDRY	RENTALS	631-3113-532.53-99		7/2010	73.78
				RENTALS	631-3113-532.53-99		7/2010	83.42
							Total	157.20
07/28/2010	207464	405	CRESCENT ELECTRIC SUPPL	REPAIR & MAINT SERVICES	631-3113-532.36-12		7/2010	14.47
							Total	14.47
07/28/2010	207465	549	GREAT FALLS PAPER & SUP	REPAIR & MAINT SERVICES	631-3113-532.36-91		7/2010	35.46
							Total	35.46
07/28/2010	207468	643	KOIS BROTHERS EQUIPMENT	AUTO &TRUCK MAINT.INVENT	631-0000-151.90-00		7/2010	148.24
				AUTO &TRUCK MAINT.INVENT	631-0000-151.90-00		7/2010	119.00
							Total	267.24
07/28/2010	207471	845	PAT'S AUTO BODY	REPAIR & MAINT SERVICES	631-3113-532.36-51		7/2010	992.10
							Total	992.10
07/28/2010	207488	2317	SMITH EQUIPMENT CO	OPERATING SUPPLIES	631-3113-532.22-99		7/2010	51.75
				REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	4.00
				REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	8.00
							Total	63.75
07/28/2010	207493	2886	TOOL BOX INC	EQUIP, FURN, FIXTURES	631-3113-532.24-11		7/2010	67.75
							Total	67.75
07/28/2010	207504	4876	ACE HARDWARE	OPERATING SUPPLIES	631-3113-532.22-99		7/2010	75.87
				REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	26.92
							Total	102.79
07/28/2010	207512	6169	UNITED PARCEL SERVICE I	FREIGHT TO KUSSMAUL FOR R	631-3113-532.23-11		7/2010	45.44
							Total	45.44
07/28/2010	207515	6714	HUGHES FIRE EQUIPMENT I	SEAT BELTS & CONTROL CABL	631-3113-532.23-11		7/2010	181.65
							Total	181.65
07/28/2010	207523	7545	BROADWAY SPLICING & SUP	PARTS TO REPAIR OVERHEAD	631-3113-532.36-59		7/2010	488.22
							Total	488.22
07/28/2010	207526	8163	BEST OIL DISTRIBUTING	AUTO &TRUCK MAINT.INVENT	631-0000-151.90-00		7/2010	2,257.62
							Total	2,257.62
07/28/2010	207528	8270	MASTERCARD PROCESSING C	EQUIP, FURN, FIXTURES	631-1613-532.24-19		7/2010	606.60
				REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	1,098.17
							Total	1,704.77
07/28/2010	207539	9864	TIRE FACTORY	REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	31.00
							Total	31.00
07/28/2010	207543	10418	TURFCARE AND SPECIALTY	FRONT END PARTS FOR UNIT	631-3113-532.23-11		7/2010	688.57
				LOWER CONTROL ARM FOR UNI	631-3113-532.23-11		7/2010	176.91
				TWO BALL JOINT CREDIT	631-3113-532.23-11		7/2010	53.85-
							Total	811.63

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/28/2010	207547	10722	VENDERS REPAIR SHOP	GASKETS FOR UNIT SC25	631-3113-532.23-11		7/2010 Total	7.20 7.20
07/28/2010	207548	10770	HOLTZ INDUSTRIES INC	ARMS,BEARINGS & PADS FOR	631-3113-532.23-11		7/2010 Total	649.80 649.80
07/28/2010	207549	10829	SUPERIOR TIRE INC	REPAIR & MAINT SERVICES	631-3113-532.36-51		7/2010 Total	60.00 60.00
07/28/2010	207553	11168	BIG SKY HYDRAULICS & MA	REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	82.11
				REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	56.76
				REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010 Total	20.12 158.99
07/28/2010	207555	11222	WCS TELECOM	COMMUNICATION SERVICES	631-3113-532.31-31		7/2010 Total	6.87 6.87
07/28/2010	207558	11353	I STATE TRUCK CENTER IN	REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	16.10
				REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010 Total	189.00 205.10
07/28/2010	207561	11378	LITHIA OF GREAT FALLS I	AUTO &TRUCK MAINT.INVENT	631-0000-151.90-00		7/2010 Total	5.85 5.85
07/28/2010	207566	12052	OREILLY AUTO PARTS	AUTO &TRUCK MAINT.INVENT	631-0000-151.90-00		7/2010	52.58
				OPERATING SUPPLIES	631-3113-532.22-99		7/2010	86.95
				AUTO &TRUCK MAINT.INVENT	631-0000-151.90-00		7/2010 Total	74.10 213.63
07/28/2010	207568	12089	TNT SPRINGS INC / TNT T	AUTO &TRUCK MAINT.INVENT	631-0000-151.90-00		7/2010	151.56
				REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	280.32
				AUTO &TRUCK MAINT.INVENT	631-0000-151.90-00		7/2010 Total	32.03 463.91
07/28/2010	207596	13156	DIRECT AUTOMOTIVE DISTR	REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	12.00-
				REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	35.00-
				REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	273.02
				REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010	104.99
				REPAIR & MAINT SUPPLIES	631-3113-532.23-11		7/2010 Total	213.99 545.00
07/28/2010	207603	13423	STARTER ALTERNATOR SPEC	ALTERNATOR FOR UNIT PM17	631-3113-532.23-11		7/2010	168.78
				CORE CREDIT FOR ALTERNATO	631-3113-532.23-11		7/2010 Total	20.00- 148.78

68 Checks ** Fund Total

17,100.60

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/15/2010	207199	5637	CITY OF GREAT FALLS	IMPROVE OTHER THAN BLDGS	638-3121-532.24-99	320903	7/2010	122.75
							Total	122.75
07/21/2010	207237	77	GREAT FALLS TRIBUNE	IMPROVE OTHER THAN BLDGS	638-3121-532.93-19	320903	7/2010	232.60
							Total	232.60
07/21/2010	207283	2730	SERVICEMASTER ALL PURPO	REPAIR & MAINT SERVICES	638-3121-532.36-91		7/2010	578.00
							Total	578.00
07/21/2010	207355	10435	BUG DOCTOR	PROFESSIONAL SERVICES	638-3121-532.35-99		7/2010	22.50
							Total	22.50
07/28/2010	207432	64	FLEET SUPPLY COMPANY	EQUIP, FURN, FIXTURES	638-3121-532.24-99		7/2010	11.90
							Total	11.90
07/28/2010	207460	367	PICKWICK'S OFFICE WORKS	OFFICE SUPPLIES	638-3121-532.21-99		7/2010	12.58
							Total	12.58
07/28/2010	207465	549	GREAT FALLS PAPER & SUP	REPAIR & MAINT SERVICES	638-3121-532.36-91		7/2010	35.46
							Total	35.46
07/28/2010	207531	8610	CTA ARCHITECTS ENGINEER	IMPROVE OTHER THAN BLDGS	638-3121-532.93-19	320903	7/2010	2,500.00
				IMPROVE OTHER THAN BLDGS	638-3121-532.93-16	320903	7/2010	876.36
							Total	3,376.36
07/28/2010	207540	10118	QAL TEK ASSOCIATES	PREVENTIVE MAINTENANCE	638-3121-532.38-31		7/2010	75.00
							Total	75.00
07/28/2010	207555	11222	WCS TELECOM	COMMUNICATION SERVICES	638-3121-532.31-31		7/2010	19.08
							Total	19.08
07/28/2010	207607	13431	COMPUSA RETAIL INC	IMPROVE OTHER THAN BLDGS	638-3121-532.24-99	320903	7/2010	447.50
				EQUIP, FURN, FIXTURES	638-3121-532.24-99		7/2010	335.75-
							Total	111.75
11 Checks ** Fund Total								4,597.98

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/21/2010	207247	142	NORTHWEST PIPE FITTINGS	OFFICE SUPPLIES	639-3111-531.21-99		7/2010	12.89
				OFFICE SUPPLIES	639-3111-531.21-99		7/2010	10.65
							Total	23.54
07/21/2010	207257	367	PICKWICK'S OFFICE WORKS	OFFICE SUPPLIES	639-3111-531.21-99		7/2010	8.28
							Total	8.28
07/21/2010	207279	2129	BIG SKY FIRE/AFFIRMED M	OFFICE SUPPLIES	639-3111-531.21-93		7/2010	50.25
							Total	50.25
07/28/2010	207432	64	FLEET SUPPLY COMPANY	OFFICE SUPPLIES	639-3111-531.21-99		7/2010	11.96
							Total	11.96
07/28/2010	207438	81	QWEST	COMMUNICATION SERVICES	639-3111-531.31-31		7/2010	43.04
				COMMUNICATION SERVICES	639-3111-531.31-31		7/2010	127.27
							Total	170.31
07/28/2010	207458	293	DAVIS BUSINESS MACHINES	REPAIR & MAINT SERVICES	639-3111-531.36-91		7/2010	515.70
							Total	515.70
07/28/2010	207460	367	PICKWICK'S OFFICE WORKS	OFFICE SUPPLIES	639-3111-531.21-99		7/2010	379.90
							Total	379.90
07/28/2010	207555	11222	WCS TELECOM	COMMUNICATION SERVICES	639-3111-531.31-31		7/2010	20.74
							Total	20.74
07/28/2010	207597	13273	GREAT FALLS TRIBUNE	-SU REF,PUBLICITY,TAXES,DUES	639-3111-531.33-11		7/2010	170.16
							Total	170.16
9 Checks ** Fund Total								1,350.84

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/21/2010	207221	10	K-MART 3094	EQUIP, FURN, FIXTURES	671-7161-572.24-19		7/2010 Total	17.99 17.99
07/21/2010	207239	82	NORTHWESTERN ENERGY	June 2010 charges June 2010 charges	671-7161-572.34-12 671-7161-572.34-12		7/2010 7/2010 Total	31.98 43.36 75.34
07/21/2010	207253	198	MASCO JANITORIAL SUPPLY	OPERATING SUPPLIES REPAIR & MAINT SUPPLIES	671-7161-572.22-99 671-7161-572.23-72		7/2010 7/2010 Total	24.68 21.00 45.68
07/21/2010	207258	373	KENECO PETROLEUM	COMPRESSOR-CIVIC CENTER H	671-7161-572.24-19		7/2010 Total	20.00 20.00
07/21/2010	207260	405	CRESCENT ELECTRIC SUPPL	EQUIP, FURN, FIXTURES	671-7161-572.24-99		7/2010 Total	194.04 194.04
07/21/2010	207317	4876	ACE HARDWARE	OPERATING SUPPLIES OPERATING SUPPLIES	671-7161-572.22-94 671-7161-572.22-99		7/2010 7/2010 Total	28.97 6.99 35.96
07/21/2010	207341	8920	KONE INC	COVERAGE FOR 7/1/2010 TO	671-7161-572.36-91		7/2010 Total	3,635.04 3,635.04
07/21/2010	207371	11942	BOETTCHER PAINT CO INC	SHERWIN WILLIAMS-TOUCH UP	671-7161-572.23-72		7/2010 Total	19.67 19.67
07/21/2010	207374	12068	FSH COMMUNICATIONS	CIVIC CENTER LOBBY PHONE,	671-7161-572.31-31		7/2010 Total	65.00 65.00
07/28/2010	207425	35	THERMAL SUPPLY INC	OPERATING SUPPLIES	671-7161-572.22-99		7/2010 Total	1.28 1.28
07/28/2010	207439	82	NORTHWESTERN ENERGY	07255672	671-7161-572.34-12		7/2010 Total	9.76 9.76
07/28/2010	207451	198	MASCO JANITORIAL SUPPLY	EQUIP, FURN, FIXTURES	671-7161-572.24-11		7/2010 Total	73.46 73.46
07/28/2010	207463	392	B & B HEATING - AIR CON	CHECK & SERVICE 13 A/C UN	671-7161-572.36-91		7/2010 Total	845.00 845.00
07/28/2010	207464	405	CRESCENT ELECTRIC SUPPL	OPERATING SUPPLIES	671-7161-572.22-99		7/2010 Total	41.55 41.55

14 Checks ** Fund Total

5,079.77

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/16/2010	207200	4242	LIUNA LOCAL 1686	PAYROLL SUMMARY	771-0000-214.10-02		7/2010 Total	4,424.00 4,424.00
07/16/2010	207201	4244	STATE TREASURER	PAYROLL SUMMARY	771-0000-212.50-00		7/2010 Total	38,328.00 38,328.00
07/16/2010	207202	4245	ICMA RETIREMENT TRUST-4	PAYROLL SUMMARY	771-0000-213.20-00		7/2010 Total	11,363.85 11,363.85
07/16/2010	207203	4250	OPERATING ENGINEERS LOC	PAYROLL SUMMARY PAYROLL SUMMARY	771-0000-214.10-05 771-0000-214.10-05		6/2010 7/2010 Total	975.45 975.80 1,951.25
07/16/2010	207204	4252	MONTANA STATE FIREMAN'S	PAYROLL SUMMARY PAYROLL SUMMARY	771-0000-212.40-00 771-0000-212.40-00		6/2010 7/2010 Total	1,409.83 1,409.83 2,819.66
07/16/2010	207205	4261	MONTANA PUBLIC EMPLOYEE	PAYROLL SUMMARY	771-0000-214.10-08		7/2010 Total	1,527.00 1,527.00
07/16/2010	207206	4263	PACIFIC NORTHWEST REGIO	PAYROLL SUMMARY	771-0000-214.10-09		7/2010 Total	45.80 45.80
07/16/2010	207207	4264	UNITED FUND	PAYROLL SUMMARY	771-0000-212.90-00		7/2010 Total	450.20 450.20
07/16/2010	207208	4265	MONTANA SHARES	PAYROLL SUMMARY	771-0000-212.90-00		7/2010 Total	61.50 61.50
07/16/2010	207209	4271	FIREFIGHTER RETIREMENT	PAYROLL SUMMARY	771-0000-212.40-00		7/2010 Total	41,707.80 41,707.80
07/16/2010	207210	4272	STATEWIDE POLICE RESERV	PAYROLL SUMMARY	771-0000-212.80-00		7/2010 Total	51,175.40 51,175.40
07/16/2010	207211	4273	PUBLIC EMPLOYEE RETIREM	PAYROLL SUMMARY	771-0000-212.60-00		7/2010 Total	96,574.48 96,574.48
07/16/2010	207212	4299	IAFF LOCAL #8 INT'L AS	PAYROLL SUMMARY	771-0000-214.10-10		7/2010 Total	1,860.50 1,860.50
07/16/2010	207213	4300	POLICE SAVINGS & LOAN	PAYROLL SUMMARY	771-0000-214.10-11		7/2010 Total	10,075.00 10,075.00
07/16/2010	207214	4301	BENEVOLENT FUND	PAYROLL SUMMARY	771-0000-214.10-12		7/2010 Total	930.00 930.00
07/16/2010	207215	5320	1ST INTERSTATE BANK	PAYROLL SUMMARY PAYROLL SUMMARY	771-0000-212.20-00 771-0000-212.30-00		7/2010 7/2010 Total	75,454.84 105,624.12 181,078.96
07/16/2010	207216	6735	AFLAC	PAYROLL SUMMARY PAYROLL SUMMARY	771-0000-214.50-01 771-0000-214.50-02		7/2010 7/2010	4,991.95 5,937.01

Prepared: 07/28/2010, 9:02:59
 Program: GM179L
 Bank: 01 HTE SUB-SYS AND MASTER

CITY OF GREAT FALLS
 CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT	
07/16/2010	207216	6735	AFLAC	PAYROLL SUMMARY	771-0000-214.50-05		7/2010	375.34	
				PAYROLL SUMMARY	771-0000-214.50-06		7/2010	1,112.56	
							Total	12,416.86	
07/16/2010	207217	13276	NATIONWIDE RETIREMENT S	PAYROLL SUMMARY	771-0000-213.20-01		7/2010	3,249.88	
							Total	3,249.88	
07/19/2010	207219	4259	INT'L BROTHERHOOD TEAMS	PAYROLL SUMMARY	771-0000-214.10-07		7/2010	1,372.00	
							Total	1,372.00	
							19 Checks	** Fund Total	461,412.14

Prepared: 07/28/2010, 9:02:59
Program: GM179L
Bank: 01 HTE SUB-SYS AND MASTER

CITY OF GREAT FALLS
CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/21/2010	207261	502	GREAT FALLS BUSINESS	ANNUAL INSURANCE FOR LIGH	932-1556-512.51-14		7/2010	145.71
							Total	145.71
				1 Checks	** Fund Total			145.71

Prepared: 07/28/2010, 9:02:59
Program: GM179L
Bank: 01 HTE SUB-SYS AND MASTER

CITY OF GREAT FALLS
CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/21/2010	207230	52	CONSOLIDATED ELECTRICAL	REPAIR & MAINT SUPPLIES	938-3136-532.23-99		7/2010	3,725.00
				REPAIR & MAINT SUPPLIES	938-3136-532.23-99		7/2010	9,075.00
							Total	12,800.00
07/21/2010	207261	502	GREAT FALLS BUSINESS	ANNUAL INSURANCE FOR LIGH	938-1556-512.51-14		7/2010	487.74
							Total	487.74
				2 Checks	** Fund Total			13,287.74

Prepared: 07/28/2010, 9:02:59
Program: GM179L
Bank: 01 HTE SUB-SYS AND MASTER

CITY OF GREAT FALLS
CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR#	NAME	INVOICE# / DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
07/21/2010	207261	502	GREAT FALLS BUSINESS	ANNUAL INSURANCE FOR LIGH	939-1556-512.51-14		7/2010	184.55
							Total	184.55
				1 Checks	** Fund Total			184.55
				637 Checks	** Bank Total			1,564,649.51
				637 Checks	*** Grand Total			1,564,649.51

BANK	NAME	FUND	AMOUNT
01	HTE SUB-SYS AND MASTER	100 GENERAL FUND	42,105.11
		211 TAX INCREMENT FUND	135.00
		213 PLANNING FUND	22,819.06
		219 SUPPORT & INNOVATION FUND	23.24
		221 911 SPECIAL REVENUE FUND	4,256.96
		222 POLICE SPECIAL REVENUE	1,614.65
		237 STREET DISTRICT FUND	158,966.36
		251 LIBRARY FUND	7,359.53
		252 LIBRARY FOUNDATION FUND	3,139.06
		261 P&R SPECIAL REVENUE	72,221.52
		267 NATURAL RESOURCES FUND	147,324.39
		272 FEDERAL BLOCK GRANTS FUND	7,595.50
		274 "HOME" GRANT FUND	110.88
		277 COMMUNITY DEVELOP FUND	46.01
		281 PERMITS FUND	1,638.17
		282 LICENSES FUND	305.81
		294 WEST BANK URBAN RENEWAL	13,497.50
		411 GEN'RL CAPITAL PROJS FUND	18,866.86
		511 WATER FUND	39,281.10
		513 SEWER FUND	396,320.75
		515 STORM DRAIN FUND	1,502.35
		517 SANITATION FUND	1,153.52
		522 SAFETY SERVICES FUND	7,434.49
		551 PARKING FUND	28,584.03
		561 GOLF COURSES FUND	30,110.50
		563 SWIM POOLS FUND	21,595.56
		564 RECREATION	1,685.96
		566 MULTI-SPORTS	3,974.68

BANK	NAME	FUND	AMOUNT
01		571 CIVIC CENTER EVENTS FUND	5,865.63
		611 HUMAN RESOURCES	195.96
		612 CENTRAL COMMUNICATIONS	931.58
		614 INSURANCE & SAFETY FUND	42.30
		615 FISCAL SERVICES FUND	12,059.99
		617 INFORMATION TECH FUND	8,726.17
		631 CENTRAL GARAGE FUND	17,100.60
		638 ENGINEERING FUND	4,597.98
		639 PUBLIC WORKS ADMIN FUND	1,350.84
		671 CC FACILITY SERVICES FUND	5,079.77
		771 PAYROLL FUND	461,412.14
		932 SLD 1261	145.71
		938 SLD 1269	13,287.74
		939 SLD 1270	184.55
		Total	1,564,649.51 *

CITY OF GREAT FALLS, MONTANA

AGENDA: 15

COMMUNICATION TO THE CITY COMMISSION

DATE: August 3, 2010

ITEM: CONTRACTS LIST
Itemizing contracts not otherwise approved or ratified by City Commission Action
(Listed contracts are available for inspection in the City Clerk's Office.)

PRESENTED BY: Lisa Kunz, City Clerk

ACTION REQUESTED: Ratification of Contracts through the Consent Agenda

MAYOR'S SIGNATURE: _____

CONTRACT LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	FUND	AMOUNT	PURPOSE
A	Planning and Community Development Department	Brennan Heating & Cooling	09/2010	671-7161-575- 9399	\$4,940	Contractor Agreement to remove and replace outside air dampers in cooling towers of Convention Center. Project No. 140904 OF 1586

B	Planning and Community Development Department	St. Vincent de Paul	07/01/2010 – 06/30/2011	272	\$32,400	2010/2011 CDBG Agreement, re: Renovations for Angel Store replacing HVAC, lighting and windows.
C	Planning and Community Development Department	Area VIII Agency on Aging	07/01/2010 – 06/30/2011	272	\$25,000	2010/2011 CDBG Agreement, re: Purchase of food for the Meals on Wheels program.
D	Planning and Community Development Department	Habitat for Humanity Great Falls Area	07/01/2010 – 06/30/2011	272	\$19,000	2010/2011 CDBG Agreement, re: Residential infrastructure improvements for Habitat Homes.
E	Planning and Community Development Department	Great Falls Development Authority	07/01/2010 – 06/30/2011	272	\$50,000	2010/2011 CDBG Agreement, re: Funds used to expand an economic development revolving loan fund designed to stimulate the creation of new jobs for low to moderate income persons.
F	Public Works Engineering	CTA Construction & Environmental, LLC	07/2010 - 12/2010	Engineering Fund	\$7,750	Abatement oversight and clearance monitoring for hazardous materials removal at the Engineering / Operations Building. OF 1455.3



Item: Construction Contract Award: Great Falls Police Department Re-roof, O.F. 1529.2

From: Great Falls Police Department

Initiated By: Captain Tim Shanks

Presented By: Captain Dave Bowen, for Chief Cloyd Grove, Police Department

Action Requested: Consider Bids and Approve Contract

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission award a contract in the amount of \$145,535 to Metal Works of Montana, Inc. for the Great Falls Police Department Re-roof, O.F. 1529.2 and authorize the City Manager to execute the necessary documents.”

2. Mayor calls for a second, discussion, inquiries from the public, and calls the vote.

Staff Recommendation: Approve construction contract award.

Background:

Significant Impacts

This project will re-roof the police department’s aging roof membrane which has developed leaks over the years which have been difficult to locate for repair. This has caused internal damage to the buildings ceiling tiles, walls and floor.

Workload Impacts

CTA Architects Engineers (CTA) designed the project, and will perform construction inspection and administration of the contract.

Purpose

The police department building was built in 1929. The roof membrane was replaced in 1994 but is in need of replacement due to age and the development of leaks during heavy rain and snow periods.

Project Work Scope

The police Department building will be re-roofed according to design, plans and specifications for construction developed by CTA. CTA will perform construction inspection, and administration of the contract.

Evaluation and Selection Process

Four bids were received for this project on July 30, 2020.

Conclusion

City staff recommends awarding the construction contract to Metal Works of Montana, Inc. in the amount of \$145,535.

Concurrences:

CTA has recommended approval of the selected bidder.

Fiscal Impact:

The attached bid tabulation summarizes bids that were received. The construction will be funded through the HB 645 grant entitled Local Government Infrastructure Grant Program – contract #STMGF-60-MP-055-City of Great Falls.

Alternatives:

The City Commission could vote to deny award of the construction contract and re-bid the project or just deny award of contract.

Attachments/Exhibits:

1. Bid Tabulation is attached.



Item: Construction Contract Award: West Interceptor Trenchless Rehabilitation, O. F. 1566.6

From: Engineering Division

Initiated By: Public Works Department

Presented By: Jim Rearden, Public Works Director

Action Requested: Consider Bids and Award Construction Contract

Suggested Motion:

1. Commissioner moves:

“I move the City Commission award a contract in the amount of \$188,750.00 to Planned and Engineered Construction, Inc. for the West Interceptor Trenchless Rehabilitation, O. F. 1566.6, and authorize the City Manager to execute the agreements.”

2. Mayor calls for a second, discussion, inquiries from the public, and calls for the vote.

Staff Recommendation: Approve construction contract award.

Background:

Significant Impacts

This project will install a liner in several sections of the West Interceptor Sanitary Sewer Main. This main carries 1.9 million gallons per day of sewage from Lift Station #15 to the Wastewater Treatment Plant.

Workload Impacts

Public Works staff assessed the condition of the 36-inch sewer main during a replacement project conducted upstream and decided a liner project would be necessary. City engineering staff designed the project, and will perform construction inspection and contract administration duties.

Purpose

The 36-inch sewer main located along Bay Drive was installed in 1976 using Prestressed Concrete Cylinder Pipe (PCCP). Nation-wide this pipe material has been found to be highly susceptible to the corrosive gases involved with raw sewage. These gases degrade the concrete and expose the metal reinforcement located inside the pipe. This corrosion previously caused a failure in a section of 30-inch force main located upstream from the 36-

inch pipe causing raw sewage to undermine the road and flood the area, ultimately discharging into the river. During the repair of the upstream force main the 36-inch pipe was found to have extreme concrete corrosion and repairs would need to be conducted.

This project will make use of the trenchless technology installation method of installing Cured-In-Place-Pipe (CIPP) liner into the existing pipe. Trenchless technology was chosen for this project for several reasons, including lower cost, greatly reduced bypass pumping time, ease of installation, reduced surface disruption, and elimination of utility conflicts.

Project Work Scope

This project will rehabilitate 1,250 linear feet of 36-inch diameter main that is located along Bay Drive and West Bank Park. Bypass pumping will be required during the entire project to allow for uninterrupted service.

Evaluation and Selection Process

Two bids were received and opened for this project on July 21, 2010. The bids ranged from \$188,750.00 to \$378,750.00. Planned and Engineered Construction, Inc. submitted the low bid and executed all the necessary bid documents.

Conclusion

City staff recommends awarding the construction contract to Planned and Engineered Construction, Inc. in the amount of \$188,750.00.

Fiscal Impact: The attached bid tabulation summarizes the bids that were received. This project will be funded through Sewer Capital Funds.

Alternatives: The City Commission could vote to deny award of the construction contract.

Attachments/Exhibits:

1. Bid tabulation is attached.



Item: Construction Contract Award: Sanitary Sewer Trenchless Rehabilitation, Phase 14, O. F. 1566.1

From: Engineering Division

Initiated By: Public Works Department

Presented By: Jim Rearden, Public Works Director

Action Requested: Consider Bids and Award Construction Contract

Suggested Motion:

1. Commissioner moves:

“I move the City Commission award a contract in the amount of \$128,630.00 to Planned and Engineered Construction, Inc. for the Sanitary Sewer Trenchless Rehabilitation, Phase 14, O. F. 1566.1, and authorize the City Manager to execute the agreements.”

2. Mayor calls for a second, discussion, inquiries from the public, and calls for the vote.

Staff Recommendation: Approve construction contract award.

Background:

Significant Impacts

This project is a continuation of an ongoing program to rehabilitate existing sanitary sewer mains utilizing trenchless technology methods. This year’s project will rehabilitate sewer mains that have gradually deteriorated over the years. A total of 4,260 linear feet of main will receive liners, greatly extending the main’s useful life and reducing routine maintenance costs.

Workload Impacts

The Utility Division of the City’s Public Works Department completed preliminary sewer main inspections that were used to identify and prioritize which mains need rehabilitation. City engineering staff designed the project, and will perform construction inspection and contract administration duties.

Purpose

The mains are made of vitrified clay and are past their expected useful service life. The mains have begun to crack and in some cases pieces of pipe have broken away, causing holes to form in the sewers. This causes an environmental concern and also maintenance problems in keeping the lines flowing and in proper working order.

This project will make use of the trenchless technology installation method of installing Cured-In-Place-Pipe (CIPP) liner into existing pipes. Trenchless technology was chosen for this project for several reasons, including lower cost, ease of installation, greatly reduced surface disruption, and elimination of utility conflicts.

Project Work Scope

This project will rehabilitate 4,260 linear feet of 8-inch and 9-inch diameter mains that are located in ten locations spread around the City.

Evaluation and Selection Process

One bid was received and opened for this project on July 21, 2010. Planned and Engineered Construction, Inc. (PEC) submitted a bid of \$128,630 and executed all the necessary bid documents. The unit prices submitted are approximately 28% less expensive than unit prices received last year and overall are the lowest bid prices received within the last four years for similar work.

Conclusion

City staff recommends awarding the construction contract to PEC in the amount of \$128,630.00. PEC has successfully completed a number of similar projects over the years.

Fiscal Impact: The attached bid tabulation summarizes the bid that was received. This project will be funded through Sewer Capital Funds.

Alternatives: The City Commission could vote to deny award of the construction contract.

Attachments/Exhibits:

1. Bid tabulation is attached.

