

**REQUEST FOR ITEM TO BE PLACED ON AGENDA
THOMPSON FALLS CITY COUNCIL**

I, Rusti Phone # _____

request the following item be placed on the agenda for
the July 14 2025, City Council Meeting:

Please give a brief description of the item to be discussed,
approximate time you need and the results you would like to see.

Information: _____

Time: _____

Action: Sewer Phases 3 & 4
Pay Application for reimbursement

**All agenda requests must be submitted by Noon on
Wednesday before the Council Meeting.**

tfl3557@blackfoot.net

From: Craig Erickson <cerickson@greatwesteng.com>
Sent: Friday, July 11, 2025 9:34 AM
To: tfl3557@blackfoot.net; 'Rusti Leivestad'
Cc: Craig Erickson; Carrie Gardner; Collette T. Anderson
Subject: Phase 3 and Phase 4 Wastewater
Attachments: ARPA Budget Amendment Request_July 2025.docx; Amended Requests for Funds with Supporting Materials_July 11 2025.pdf; Phase 3 4 - Budget_Status_Invoice - July 2025.xlsx

Good morning, Kelliann,

At Mayor Leivestad's request, I have removed the six easements from this month's request for reimbursement from the ARPA Competitive Grant. I have also amended the budget modification request that is necessary to transfer funds from the construction line item to the easement acquisition line item in the ARPA grant budget.

| Vendor/Activity | Invoice No. | Invoice Date | Amount | CDBG | Renewable Resources Grant (RRG) | ARPA Grant |
|----------------------------------------|-------------|--------------|---------------------|------------------|---------------------------------|---------------------|
| Great West - CDBG Direct Benefit Admin | 36561 | 06/27/25 | \$ 808.00 | \$ 808.00 | \$ - | \$ - |
| Great West - Final Design | 36564 | 06/27/25 | \$ 7,000.00 | \$ - | \$ - | \$ 7,000.00 |
| Great West - ROW/Easement/Permitting | 36564 | 06/27/25 | \$ 2,165.50 | \$ - | \$ 2,165.50 | \$ - |
| Great West - Gen Grant Admin | 36565 | 06/27/25 | \$ 3,312.00 | \$ - | \$ 3,312.00 | \$ - |
| BNSF Railway - Pipeline License | 72176 | 07/01/25 | \$ 22,754.37 | \$ - | \$ - | \$ 22,754.37 |
| Total | | | \$ 36,039.87 | \$ 808.00 | \$ 5,477.50 | \$ 29,754.37 |

Please arrange to have the following documents signed and returned to me following Monday's council meeting:

- ARPA Budget Amendment Request
- ARPA Vendor Invoice #33 – PDF page 1
- CDBG Request for Funds #12 – PDF page 2
- RRG Vendor Invoice #8 – PDF page 3
- Engineering Invoice Summary – PDF page 9

Feel free to contact me if you have any questions.

Thank you,

City of Thompson Falls



Mayor
Russlyn
Leivestad

City Attorney
Timothy Goen

Ward I
Larry Lack
Raoul Ribeiro

Ward II
Earlene Powell
Katherine Maudrone

Ward III
Hayley Allen-
Blakney
Shawni Vaught

July 14, 2025

Montana DNRC
Attention: Heather Reeves
1539 Eleventh Ave
Helena, MT 59601

RE: ARPA Grant Agreement #AC-22-0064

Dear Heather Reeves:

The City of Thompson Falls is requesting a modification to the budget for the Phase 3 wastewater project. We want to transfer \$21,954 from Construction to Easement Acquisition. The city will use the funds to cover the entire cost of purchasing six easements from four property owners, which are necessary to complete the Phase 3 project.

Without these easements, we would have to redesign the project, which would increase project costs and extend the project timeline. Hence, your approval of this amendment will save the residents of Thompson Falls both time and money.

We have attached a copy of the proposed budget for your review. Please feel free to contact me at (406) 827-3557 if you have any questions.

Sincerely,

Russlyn Leivestad, Mayor

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)

REQUEST FOR FUNDS FORM

SECTION I - CDBG RECIPIENT INFORMATION

| | | | | |
|---------------------------------------------------------------------------------------------------------|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|--------------------------------------------------|
| CDBG CONTRACT NUMBER: MT-CDBG-20PF-03 | | DRAWDOWN NUMBER: 12 | TOTAL AMOUNT REQUESTED \$808.00 | |
| Name and Address of Grant Recipient City of Thompson Falls PO Box 99 Thompson Falls, MT | | Make Deposit Payable To: First Security Bank 107 Fulton Street Thompson Falls, MT 59873 Acct#: 775684 ABA#: 092901337 | | |
| | A Amount Budgeted | B Amount Expended Prior To This Draw | C Amount Requested | D Balance Remaining After This Draw |
| 1. TOTAL ADMINISTRATION BUDGET | \$ 60,000.00 | \$ 30,186.53 | \$ 808.00 | \$ 29,005.47 |
| 2. Percent | % of Total Grant 0.133333333 | % of Column A 0.503108833 | | |
| 3. TOTAL ACTIVITY BUDGET | \$ 390,000.00 | \$ - | \$ - | \$ 390,000.00 |
| 4. Percent | % of Total Grant 0.866666667 | % of Column A 0.00 | | |
| 5. TOTAL CDBG GRANT BUDGET | \$ 450,000.00 | \$ 30,186.53 | \$ 808.00 | \$ 419,005.47 |
| 6. Cash on Hand | | \$ | | |
| 7. Amount of Requests Submitted and Not Received | | \$ | | |
| 8. Total Previously Drawn from State | | \$ | | |
| PROGRAM INCOME SUMMARY | | | | |
| 9. Amount Received to Date | \$0.00 | | | |
| 10. Amount Expended to Date | \$0.00 | | | |
| 11. Program Income Balance | \$0.00 | | | |
| REMARKS: | | Amount from line 11. | \$0.00 | |
| | | Total Amount Requested: (5C - 11A) | \$808.00 | |
| FOR DOC USE ONLY! | | Less 2% Retainage On Final Drawdown | \$ | |
| | | Adjusted Amount Requested | \$ | |

SECTION III - LOCAL APPROVAL

| | | |
|-------|------------------|-------|
| DATE: | SIGNATURE | TITLE |
| DATE: | COUNTERSIGNATURE | TITLE |

SECTION IV - DOC APPROVAL

| | |
|------------------------------------------------|--------------------------------------------------------------|
| EXPENDITURES ARE REASONABLE, APPROPRIATE _____ | APPROVED BY: TITLE: DATE: |
| FINANCIAL NUMBERS & SIGNATURES CORRECT _____ | |
| CONSISTENT WITH PRECEDING DRAW & SABHRS _____ | |
| ADMINISTRATION DOES NOT EXCEED 10% _____ | |
| BUDGET AMENDMENT APPROVED _____ | |

Computer will Calculate

| | | | | | |
|-----------------------------------------------------------------------------------------------------|------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------------------------------------|--------------------|
| STATE OF MONTANA VENDOR INVOICE | | COMPLETE VENDOR INVOICE FOR REIMBURSEMENT ATTACH COPIES OF SUPPORTING DOCUMENTATION SIGN AND DATE BELOW BEFORE SUBMITTING TO DNRC FOR REIMBURSEMENT | | | |
| VENDOR'S NAME AND ADDRESS City of Thompson Falls PO Box 99 Thompson Falls, MT 59873 | | DNRC-CARDD PO Box 201601 Helena, MT 59620-1601 | | | |
| Grant Agreement # | AC-22-0064 | Project Name | | Wastewater Improvement Project - Phase 3 | |
| DNRC Grant Manager | Melissa Downing | Claim Number | | 8 | |
| QUANTITY | DESCRIPTION OF GOODS DELIVERED OR SERVICES RENDERED | | | | AMOUNT |
| | Vendor | Invoice Number | Dates of Service | Task Description | |
| 1 | Great West Engineering | 36212 | 5/18/25 - 6/21/25 | ROW/Easement/Permitting | \$ 2,165.50 |
| 1 | Great West Engineering | 36212 | 5/18/25 - 6/21/25 | General Grant Administration | \$ 3,312.00 |
| GRAND TOTAL | | | | | \$ 5,477.50 |

| | | | |
|------------------------------------------------|--|-------------------------------------------------------------------------------------------------------|-------------------|
| STATE USE ONLY APPROVED FOR PAYMENT | | <i>I certify that this invoice is correct in all respects and that payment has not been received.</i> | |
| | | Vendor Name (Authorized Person) | Russlyn Leivestad |
| DNRC Authorized | | Date Processed | |
| Date | | Vendor's Signature | |
| | | Title | Mayor |



ARPA Water & Sewer Infrastructure Grant Program
2024 Progress Report Form

General Information

Subrecipient Entity: Thompson Falls, City of
Project Title: Thompson Falls Wastewater Improvements Project, Phase 3
Grant Agreement Number(s): AC-22-0064
Grant Term End Date(s): December 30, 2025

Form Preparer Name: Craig Erickson
Form Preparer Phone: (406) 399-0104
Form Preparer Email: cerickson@greatwesteng.com
Reporting Period: May 18, 2025 – July 1, 2025
Provide a beginning and end date. Example: January 1, 2024 – March 31, 2024.

Quarterly Report Type

- ☒ Progress Report **with** Reimbursement Request.
☐ Progress Report **without** Reimbursement Request.

Final Reports – Do not use this form. See [Progress Reports, Amendments, and Closeout](#) on the ARPA Grant Management page for instructions on how to complete your Final Report.

Required Report Attachments

Check to indicate the required attachments are included with this report.

- ☒ **Updated [Schedule Form](#) is included with this report (REQUIRED).**
The schedule form should be an accurate reflection of the status of the project, including bid and construction information. **The schedule you are attaching must be appropriate given the Grant Term End Date in the grant agreement (or executed grant amendment).**
- ☒ **Updated [Uniform Budget Tracking Spreadsheet](#) is included with this report (REQUIRED).**
Include an updated budget spreadsheet that reflects current and previous expenditures on the grant(s). The tracker should be accurate through the end of the reporting period and include all incurred expenditures for all funding sources regardless of whether a reimbursement is requested. **Attachment B – Budget in the grant agreement (or executed grant amendment) must match the current project budget you are attaching.**

Sam.Gov Expiration: 01/03/2026

Progress Reporting

1. Grant Activities this Reporting Period (REQUIRED)

List project tasks outlined in Attachment A – Scope of Work in the grant agreement (or executed grant amendment). Summarize activities that occurred under each task during the reporting period, including tasks with no activity. Provide an overview of progress on the overall project. Indicate tasks completed.

Example

- *Deliverable: Installation of 1900 linear feet of 8" water main. Update: Installation is 80% complete.*
- *Deliverable: Replace existing well pumps and controls. Update: No activity this quarter.*

The following scope of work will help address the deficiencies of the wastewater system. This scope of work is the object of the ARPA grant. It will use ARPA Competitive Grant funds for professional services, construction, and engineering-basic services associated with the following activities. Activities include:

- Deliverable: Engineering Preliminary Design, Final Design, Bidding, Construction Management, and Post Construction Services.

Update: Preliminary & Final Design is 100% complete.

The City started soliciting bids for the construction contract on July 1, 2025.

Update: Bidding, Construction Management, and Post Construction is 0% complete.

- Deliverable: Installation of approximately 11,800 ft. of 8-inch polyvinyl chloride (PVC) sewer pipe.

Update: Installation is 0% complete.

- Deliverable: Installation of approximately 40 manholes.

Update: Installation is 0% complete.

- Deliverable: Construction of lift station #3.

Update: Construction is 0% complete.

- Deliverable: Installation of approximately 2,700 ft. of force main.

Update: Installation is 0% complete.

- Deliverable: Installation of 26 grinder stations.

Update: Installation is 0% complete.

- Deliverable: Installation of 19 curb stops/check valves.

Update: Installation is 0% complete.

- Deliverable: Abandonment of 181 septic tanks, removal, replacement, or restoration of sidewalk and asphalt streets.

Update: Abandonment of septic tanks is 0% complete.

- Deliverable: Construction of 181 service connections to the new main.

Update: Construction is 0% complete.

Problems or Concerns (REQUIRED)

Discuss any problems or concerns that have arisen (e.g., problems with the schedule, subcontractors, or budget items). Include steps underway to alleviate problems.

None

2. Next Reporting Period's Grant Activities (REQUIRED)

List project tasks outlined in Attachment A – Scope of Work in the grant agreement (or executed grant amendment). Summarize activities that will occur next quarter under each task, including tasks with no expected activity. Indicate tasks expected to be completed.

The city will host the pre-bid conference on July 17 and open bids on July 31.

The city will likely award the construction contract on August 11, 2025, with construction beginning in September.

Grant Agreement Review Checklist

Review the ARPA Grant Agreement(s) and executed grant amendment(s). Respond to the questions below.

1. Review Agreement Section 2. Term – Is the Term End Date in the grant agreement still appropriate for the project?

☒ **YES** – Term End Date in the grant agreement is appropriate for the project to date.

☐ **NO or NOT SURE** – Contact your Grant Manager ASAP to explain. A grant amendment may be needed.

2. Review Grant Agreement Attachment A – Scope of Work (Tasks/Deliverables) – Do the tasks/deliverables listed in the Scope of Work in the grant agreement (or executed grant amendment) accurately reflect the project to date?

☒ **YES** – Scope of Work in the grant agreement accurately reflects the project to date.

☐ **NO or NOT SURE** – Contact your Grant Manager ASAP to explain. A grant amendment may be needed.

3. Review Grant Agreement Attachment B – Budget – Do the DNRC ARPA grant funds and matching funds in the budget in the grant agreement (or executed grant amendment) accurately reflect the project to date?

☒ **YES** – The budget in the grant agreement accurately reflects the project to date.

☐ **NO or NOT SURE** – Contact your Grant Manager ASAP to explain. A grant amendment may be needed.

Additional Report Attachments (Optional)

Attach pictures, articles, maps, or any other document related to this quarter that you would like to include in the report.

Verification of Subrecipient Concurrence

REQUIRED only if Form Preparer is not from Subrecipient Entity

Subrecipient Contact Full Name: Russlyn Leivestad

Subrecipient Contact Title: Mayor

Subrecipient Contact Email: Tfl3557@blackfoot.net

☒ The Subrecipient Contact listed above has reviewed this Progress Report and supporting documents. The Subrecipient Contact concurs with the information provided.

See the Reimbursements and Budget Tracking tab on the [DNRC ARPA Grant Management webpage](#) for documents and training videos.

**ARPA Water & Sewer Infrastructure Grant Program
Project Schedule**

Use this document throughout the application and grant period to track the status of project milestones. Documentation associated with each milestone should be included in the ARPA application and/or submitted to the ARPA Grant Manager throughout the project.

Applicant/Subrecipient Entity Name: City of Thompson Falls

Project Title: Wastewater Improvements, Phase 3

| | Applicable to Project? (Yes/No) | ESTIMATED Completion Date | ACTUAL Completion Date | Comments |
|--------------------------------------------------------------|---------------------------------------|---------------------------------|------------------------------|--------------------------------------------------------|
| ENGINEERING PROCUREMENT* | | | | |
| Project Engineer procured and engineering contract executed. | Yes | | June 21, 2021 | |
| Other: | | | | |
| PLANNING & DESIGN* | | | | |
| Preliminary design document completed (PER or Tech Memo). | Yes | | May 9 2022 | |
| DEQ Review: Plans and Specifications SUBMITTED to DEQ.** | Yes | | February 7, 2025 | This is the City's response to comments issued by DEQ. |
| DEQ Review: Plans and Specifications APPROVED by DEQ. | Yes | | March 2025 | |
| Permit and/or other Agency Review: SUBMITTED for review. | Yes | | March 25, 2025 | USDA Rural Development's review of plans & specs. |
| Permit and/or other Agency Approval: APPROVAL received. | Yes | | July 2025 | RD's authorization to solicit bids |
| Water Rights finalized. | No | | | |
| Site Title Opinion, Right-Of Way, Land Purchases finalized. | Yes | | July 1, 2025 | |
| MEPA/NEPA complete or MEPA checklist submitted to DNRC. | | | | |
| Other: | | | | |
| PROJECT BIDDING | | | | |
| Bid document advertised. | Yes | | July 3, 2025 | Bid opening scheduled for July 31 at 2:00 p.m. |
| Bid complete and construction contract executed. | Yes | Sept 8, 2025 | | |
| Other: | | | | |
| PROJECT CONSTRUCTION | | | | |
| Construction start. | Yes | September 2025 | | |
| Construction complete. | Yes | December 2026 | | |
| Project closeout. | Yes | January 2027 | | |
| Other: | | | | |

*Engineering Procurement and Design Phase tasks must be completed before Project Bidding and Construction Phase tasks.

**DEQ Plans and Specifications Review Fee is waived for ARPA-Funded project. Indicate your project is ARPA funded on your DEQ submittal cover sheet to have the fee waived.

EJCDC Engineering Invoice Summary

City of Thompson Falls, MT

Invoice Number: 36561;36564;36565

Invoice Date: 6/27/2025

Due Date: 7/27/2025

Project: Wastewater Collection System Phase 3 & 4

Billing Period: 5/18/25-6/21/25

| Exhibit C payment Service Performed | | Original Contract Amount | Amendments | Revised Contract Amount | Paid To Date | Due This Invoice | Balance Remaining |
|-----------------------------------------|--------------------------------------|--------------------------------|-------------|-------------------------------|------------------------|---------------------|------------------------|
| Exhibit C Basic Services | Preliminary Design Phase | \$ 575,000.00 | \$ - | \$ 575,000.00 | \$ 575,000.00 | | \$ - |
| | Final Design Phase | \$ 515,000.00 | | \$ 515,000.00 | \$ 505,000.00 | \$ 7,000.00 | \$ 3,000.00 |
| | Bidding Phase | \$ 75,000.00 | | \$ 75,000.00 | | | \$ 75,000.00 |
| | Construction Phase | \$ 805,000.00 | | \$ 805,000.00 | | | \$ 805,000.00 |
| | Post Construction Phase | \$ 65,000.00 | \$ - | \$ 65,000.00 | | | \$ 65,000.00 |
| | | | | \$ - | | | \$ - |
| Subtotal | | \$ 2,035,000.00 | \$ - | \$ 2,035,000.00 | \$ 1,080,000.00 | \$ 7,000.00 | \$ 948,000.00 |
| Exhibit C | | | | | | | |
| RPR-2 Resident Project Representative (| | \$ 880,000.00 | | \$ 880,000.00 | \$ - | | \$ 880,000.00 |
| Subtotal | | \$ 880,000.00 | \$ - | \$ 880,000.00 | \$ - | \$ - | \$ 880,000.00 |
| EXHIBIT C Additional Services | Additional Services - GeoTech | \$ 65,000.00 | | \$ 65,000.00 | \$ 65,000.00 | | \$ - |
| | CDBG Direct Benefit Admin | \$ 60,000.00 | | \$ 60,000.00 | \$ 30,186.53 | \$ 808.00 | \$ 29,005.47 |
| | Additional Services - ROW & Easement | \$ 30,000.00 | | \$ 30,000.00 | \$ 27,500.78 | \$ 2,165.50 | \$ 333.72 |
| | Additional Services - O&M Manual | \$ 18,000.00 | | \$ 18,000.00 | | | \$ 18,000.00 |
| | General Grant Admin | \$ 150,000.00 | \$ - | \$ 150,000.00 | \$ 45,108.23 | \$ 3,312.00 | \$ 101,579.77 |
| | Subtotal | \$ 323,000.00 | \$ - | \$ 323,000.00 | \$ 167,795.54 | \$ 6,285.50 | \$ 148,918.96 |
| Total Current Billing: | | \$ 3,238,000.00 | \$ - | \$ 3,238,000.00 | \$ 1,247,795.54 | \$ 13,285.50 | \$ 1,976,918.96 |


| | | | | | | | |
|----------------------------------|--|------------------------|---------------|------------------------|------------------------|---------------------|------------------------|
| Summary | | | | | | | |
| Basic Services | | \$ 2,035,000.00 | \$ - | \$ 2,035,000.00 | \$ 1,080,000.00 | \$ 7,000.00 | \$ 948,000.00 |
| RPR | | \$ 880,000.00 | \$ - | \$ 880,000.00 | \$ - | \$ - | \$ 880,000.00 |
| Add. Services less Project admin | | \$ 173,000.00 | \$ - | \$ 173,000.00 | \$ 122,687.31 | \$ 2,973.50 | \$ 47,339.19 |
| Subtotal | | \$ 3,088,000.00 | \$ - | \$ 3,088,000.00 | \$ 1,202,687.31 | \$ 9,973.50 | \$ 1,875,339.19 |
| Project administration | | \$ 150,000.00 | \$ - | \$ 150,000.00 | \$ 45,108.23 | \$ 3,312.00 | \$ 101,579.77 |
| Total | | \$ 3,238,000.00 | \$ - | \$ 3,238,000.00 | \$ 1,247,795.54 | \$ 13,285.50 | \$ 1,976,918.96 |
| Funds Difference | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

Is the % of RPR fees claimed in line with the total % of Construction completed?

YES/NO

(If NO, explain on attached sheet)

Circle One


Submitting Engineer's Signature

Owner's Approval Signature



2501 Belt View Drive
Helena, MT 59601
Phone: (406) 449-8627

City of Thompson Falls
P.O. Box 99
Thompson Falls, MT 59873

Invoice number 36561
Date 06/27/2025

Project **1-21204 Thompson Falls On-Call 2021**

Professional Services from May 18, 2025 through June 21, 2025

Task Order No. 5 - Phase 3 & 4 WW
CDBG Direct Benefit Administration
Professional Fees

| | Hours | Rate | Billed Amount |
|-------------------------------------------------------------------------------------------------------------------------------------------|-------|--------|---------------|
| Project Specialist | 0.50 | 144.00 | 72.00 |
| <i>Explanation and assistance to applicant</i> | | | |
| Certified Grant Writer 2 | 4.00 | 184.00 | 736.00 |
| <i>Discussed applications and schedule with Kitty</i> | | | |
| <i>Discussed public outreach with the Mayor; reviewed back issues of the Sanders County Ledger; participated in City Council meeting;</i> | | | |
| <i>Updated project report and sent draw package to DNRC.</i> | | | |
| <i>Responded to RFI from city regarding a resident in applying for CDBG assistance; sent information to kitty</i> | | | |
| Phase subtotal | | | 808.00 |
| Task Order No. 5 - Phase 3 & 4 WW subtotal | | | 808.00 |
| Invoice total | | | 808.00 |

Invoice Summary

| Description | Contract Amount | Prior Billed | Total Billed | Current Billed |
|--------------------------------------------|-----------------|--------------|--------------|----------------|
| TASK ORDER NO. 5 - PHASE 3 & 4 WW | | | | |
| 64.8-13 CDBG DIRECT BENEFIT ADMINISTRATION | 60,000.00 | 30,186.53 | 30,994.53 | 808.00 |
| Total | 60,000.00 | 30,186.53 | 30,994.53 | 808.00 |

Aging Summary

| Invoice Number | Invoice Date | Outstanding | Current | Over 30 | Over 60 | Over 90 | Over 120 |
|----------------|--------------|-------------|---------|---------|---------|---------|----------|
| 36561 | 06/27/2025 | 808.00 | 808.00 | | | | |
| | Total | 808.00 | 808.00 | 0.00 | 0.00 | 0.00 | 0.00 |

Payments are due within 30 days of the invoice date. Invoices that are past-due will incur interest charges. Thank you.

Secure online payment processing for this invoice via ACH or credit card is available at <https://www.billandpay.com/go/greatwesteng>.



2501 Belt View Drive
Helena, MT 59601

Phone: (406) 449-8627

City of Thompson Falls
P.O. Box 99
Thompson Falls, MT 59873

Invoice number 36564
Date 06/27/2025

Project 1-21204 THOMPSON FALLS ON-CALL
2021

Professional Services from May 18, 2025 through June 21, 2025

| | | Amount | |
|----------------------------------------------------|------------------|----------------|----------|
| <hr/> | | | |
| 64-13 Task Order No. 5 - Phase 3 & 4 WW | | | |
| 10.1-13 Preliminary Design | | | |
| | Contract Amount | 575,000.00 | |
| | Percent Complete | 100.00 | |
| | Prior Billed | 575,000.00 | |
| | Total Billed | 575,000.00 | |
| | | Current Billed | 0.00 |
| 10.2-13 Final Design | | | |
| | Contract Amount | 515,000.00 | |
| | Percent Complete | 99.42 | |
| | Prior Billed | 505,000.00 | |
| | Total Billed | 512,000.00 | |
| | | Current Billed | 7,000.00 |
| 10.3-13 Bidding | | | |
| | Contract Amount | 75,000.00 | |
| | Percent Complete | 0.00 | |
| | Prior Billed | 0.00 | |
| | Total Billed | 0.00 | |
| | | Current Billed | 0.00 |
| 10.4-13 Construction Management | | | |
| | Contract Amount | 805,000.00 | |
| | Percent Complete | 0.00 | |
| | Prior Billed | 0.00 | |
| | Total Billed | 0.00 | |
| | | Current Billed | 0.00 |
| 10.5-13 Post Construction | | | |
| | Contract Amount | 65,000.00 | |
| | Percent Complete | 0.00 | |
| | Prior Billed | 0.00 | |
| | Total Billed | 0.00 | |
| | | Current Billed | 0.00 |
| | | Subtotal | 7,000.00 |
| | | Total | 7,000.00 |

Task Order No. 5 - Phase 3 & 4 WW

Right-of-Way/Easement & Permitting

Professional Fees

| | Hours | Rate | Billed Amount |
|--------------------------------------------|-------|--------|---------------|
| Engineer 2 | 0.50 | 160.00 | 80.00 |
| Engineer 4 | 10.75 | 194.00 | 2,085.50 |
| Phase subtotal | | | 2,165.50 |
| Task Order No. 5 - Phase 3 & 4 WW subtotal | | | 2,165.50 |

Invoice total **9,165.50**

Invoice Summary

| Description | Contract Amount | Percent Complete | Prior Billed | Total Billed | Remaining | Remaining Percent | Current Billed |
|----------------------------------------------------|-----------------|------------------|--------------|--------------|--------------|-------------------|----------------|
| 64-13 Task Order No. 5 - Phase 3 & 4 WW | | | | | | | |
| 10.1-13 Preliminary Design | 575,000.00 | 100.00 | 575,000.00 | 575,000.00 | 0.00 | 0.00 | 0.00 |
| 10.2-13 Final Design | 515,000.00 | 99.42 | 505,000.00 | 512,000.00 | 3,000.00 | 0.58 | 7,000.00 |
| 10.3-13 Bidding | 75,000.00 | 0.00 | 0.00 | 0.00 | 75,000.00 | 100.00 | 0.00 |
| 10.4-13 Construction Management | 805,000.00 | 0.00 | 0.00 | 0.00 | 805,000.00 | 100.00 | 0.00 |
| 10.5-13 Post Construction | 65,000.00 | 0.00 | 0.00 | 0.00 | 65,000.00 | 100.00 | 0.00 |
| 64.6-13 Resident Project Representative (RPR) | 880,000.00 | 0.00 | 0.00 | 0.00 | 880,000.00 | 100.00 | 0.00 |
| 64.9-13 Geotechnical Analysis | 65,000.00 | 100.00 | 65,000.00 | 65,000.00 | 0.00 | 0.00 | 0.00 |
| 64.10-13 Right-of-Way/Easement & Permitting | 30,000.00 | 98.89 | 27,500.78 | 29,666.28 | 333.72 | 1.11 | 2,165.50 |
| 64.11-13 Operation & Maintenance Manual | 18,000.00 | 0.00 | 0.00 | 0.00 | 18,000.00 | 100.00 | 0.00 |
| Subtotal | 3,028,000.00 | 39.02 | 1,172,500.78 | 1,181,666.28 | 1,846,333.72 | 60.98 | 9,165.50 |
| Total | 3,028,000.00 | 39.02 | 1,172,500.78 | 1,181,666.28 | 1,846,333.72 | 60.98 | 9,165.50 |

Aging Summary

| Invoice Number | Invoice Date | Outstanding | Current | Over 30 | Over 60 | Over 90 | Over 120 |
|----------------|--------------|-------------|----------|---------|---------|---------|----------|
| 36564 | 06/27/2025 | 9,165.50 | 9,165.50 | | | | |
| | Total | 9,165.50 | 9,165.50 | 0.00 | 0.00 | 0.00 | 0.00 |

Payments are due within 30 days of the invoice date. Invoices that are past-due will incur interest charges. Thank you.

Secure online payment processing for this invoice via ACH or credit card is available at <https://www.billandpay.com/go/greatwesteng>.



2501 Belt View Drive
Helena, MT 59601
Phone: (406) 449-8627

City of Thompson Falls
P.O. Box 99
Thompson Falls, MT 59873

Invoice number 36565
Date 06/27/2025

Project **1-21204 Thompson Falls On-Call 2021**

Professional Services from May 18, 2025 through June 21, 2025

Task Order No. 5 - Phase 3 & 4 WW Grant Administration

General Grant Administration

Professional Fees

| | Hours | Rate | Billed Amount |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------|---------------|
| Certified Grant Writer 2 | 18.00 | 184.00 | 3,312.00 |
| <i>Discussed project with Steve Troendle</i> <i>Phone call with Erin McKeon</i> <i>Discussed the CDBG and ARPA deadlines with Carrie</i> <i>Discussed the project with Steve Troendle;</i> <i>Revised budget and status of funds spreadsheet; sent updated budget to funding agencies;</i> <i>June RFF</i> <i>Completed June draw package that includes RRF from ARPA, CDBG, and RRG</i> <i>Sent draw package to Chelsea to be signed by the Mayor</i> <i>Project related email</i> <i>Sent RFI to Paul K.</i> <i>Sent RFI to the Mayor</i> <i>Updated project report and invoice tracking and sent request for funds to DNRC ARPA</i> <i>Prepared project progress report and sent ARPA request for funds to DNRC;</i> <i>Discussed project status with Carrie</i> | | | |
| Task Order No. 5 - Phase 3 & 4 WW Grant Administration subtotal | | | 3,312.00 |

Invoice total **3,312.00**

Invoice Summary

| Description | Contract Amount | Prior Billed | Total Billed | Current Billed |
|--------------------------------------------------------|-----------------|--------------|--------------|----------------|
| TASK ORDER NO. 5 - PHASE 3 & 4 WW GRANT ADMINISTRATION | | | | |
| 64.7-13 GENERAL GRANT ADMINISTRATION | 150,000.00 | 45,108.23 | 48,420.23 | 3,312.00 |
| Total | 150,000.00 | 45,108.23 | 48,420.23 | 3,312.00 |

Aging Summary

| Invoice Number | Invoice Date | Outstanding | Current | Over 30 | Over 60 | Over 90 | Over 120 |
|----------------|--------------|-------------|----------|---------|---------|---------|----------|
| 36565 | 06/27/2025 | 3,312.00 | 3,312.00 | | | | |
| | Total | 3,312.00 | 3,312.00 | 0.00 | 0.00 | 0.00 | 0.00 |



2501 Belt View Drive
Helena, MT 59601

Phone: (406) 449-8627

City of Thompson Falls

Project **1-21204 Thompson Falls On-Call 2021**

Invoice number 36565

Date 06/27/2025

Payments are due within 30 days of the invoice date. Invoices that are past-due will incur interest charges. Thank you.

Secure online payment processing for this invoice via ACH or credit card is available at <https://www.billandpay.com/go/greatwesteng>.

PIPELINE LICENSE

THIS PIPELINE LICENSE ("License") is made to be effective July 1, 2025 (the "Effective Date") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("Licensor") and **CITY OF THOMPSON FALLS**, ("Licensee").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. **Grant of License.** Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) pipeline, six (6") inches in diameter (the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Thompson Falls, County of Sanders, State of Montana, Line Segment 0044, Mile Post 30.99 to Mile Post 31.37 as shown on the attached Drawing No. 92336, dated March 17, 2025, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. **Term.** This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. **Existing Improvements.** Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. **Use of the Premises.** Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry sanitary sewer, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose. Licensee is expressly prohibited from using or allowing any telecommunication facilities or equipment within the Premises or using or allowing the use of the Premises for any other purpose.
5. **Alterations.** Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. **License Fee.** Licensee shall pay Licensor, prior to the Effective Date, a one-time payment (in lieu of recurring periodic fixed license fees) in the amount the sum of twenty thousand three hundred and twenty five and no/100 Dollars (\$ 20,325.00) as compensation for the use of the Premises.
7. **Costs and Expenses.**
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred, inspection coordination, safety, mobilization and/or other observation services described in this License (collectively, the "**Services**"). Licensee shall bear the cost of the Services, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and

- 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises, including without limitation all construction and maintenance of the Pipeline, in such a manner and of such materials as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers or inspectors to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). Licensee shall reimburse Licensor for the cost of such observation or inspection related services pursuant to **Section 8**. If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.
12. Boring and Excavation.
- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall contact the applicable State's call-before-you-dig utility location service to have 3rd parties mark the location of utilities. Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided,

- 13.2.1 THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,
 - 13.2.2 ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,
 - 13.2.3 LICENSEE'S OCCUPATION AND USE OF THE PREMISES,
 - 13.2.4 THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR
 - 13.2.5 ANY ACT OR OMISSION OF ANY LICENSEE PARTY.
- 13.3 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES AND WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.
- 13.4 IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.
- 13.5 THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.
14. Personal Property Risk of Loss. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.

- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
 - b. The policy will include contain the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensor.
- 15.4 Railroad Protective Liability Insurance. The policy will name only Licensor as the Insured and will provide coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy will be issued on a standard ISO form CG 00 35 12 04 and include the following:
- Endorsed to include the Pollution Exclusion Amendment.
 - Endorsed to include the Limited Seepage and Pollution Endorsement.
 - Endorsed to remove any exclusion for punitive damages.
 - Endorsed to include Evacuation Expense Coverage Endorsement.
 - No other endorsements restricting coverage may be added.
 - The original policy must be provided to Licensor and Licensee shall not perform any work or services of any kind under this agreement until Licensor has reviewed and approved the policy.
 - The definition of "Physical Damage to Property" will be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control (including, but not limited to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, tunnels, bridges and buildings) arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$ 2,429.37.

- ☐ Licensee may elect to participate in Licensor's Blanket Policy;
- ☐ Licensee declines to participate in Licensor's Blanket Policy.

15.5 Pollution Legal Liability (PLL) Insurance.

15.6 Other Requirements:

- 15.6.1 Where allowable by law, no exclusion for punitive damages may be included in any policy.
- 15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Licensor for all claims and suits. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property or property under Licensee's care, custody, or control.
- 15.6.3 Allocated Loss Expense, including but not limited to defense costs and expenses, will be in addition to all policy limits for coverage under the insurance requirements.
- 15.6.4 Licensee is not allowed to self-insure without the prior written consent of Licensor. If Licensor allows Licensee to self-insure, Licensee shall directly cover any self-insured retention or other financial responsibility for claims in lieu of insurance. Any and all

15.6.17 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable, and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work or services are performed under this License.

15.6.18 For purposes of this **Section 15**, Licensors shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

16.1 Licensee shall observe and comply with any and all applicable federal, state, local, and tribal laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.

16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensors applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew (and ensure that its contractors, agents or invitees, as applicable, renew) the Safety Orientation annually.

16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.

16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.

16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

17.1 Licensee shall strictly comply with Environmental Laws (as defined below). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or Hazardous Materials (as defined below) on or about the Premises.

17.2 Except as specifically set forth in Section 4 of this License, Licensee covenants that it will not handle or transport Hazardous Materials through the Pipeline or on Licensors property. Upon

- 17.9 "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

DISCLAIMER OF WARRANTIES

18. No Warranties.

18.1 LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

18.2 LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.

19. Disclaimer of Warranty for Quiet Enjoyment. LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.

20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damages or costs Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this Section 21 or any other Section of this License.

22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "Taxes") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "Improvements") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises, and all of the Restoration Obligations are completed.

- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licenser may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licenser for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licenser has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licenser, provide a bill of sale in a form acceptable to Licenser conveying the Pipeline and the other Improvements to Licenser for no additional consideration.

MISCELLANEOUS

25. **Successors and Assigns.** All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licenser and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. **Assignment.**
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licenser, which consent may not be unreasonably withheld or delayed by Licenser. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licenser in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. **THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.**
- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licenser for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment. The provisions of this **Section 26.3** shall survive the expiration or earlier termination of this License.

35. Interpretation.

35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.

35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.

36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged electronically and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.

37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

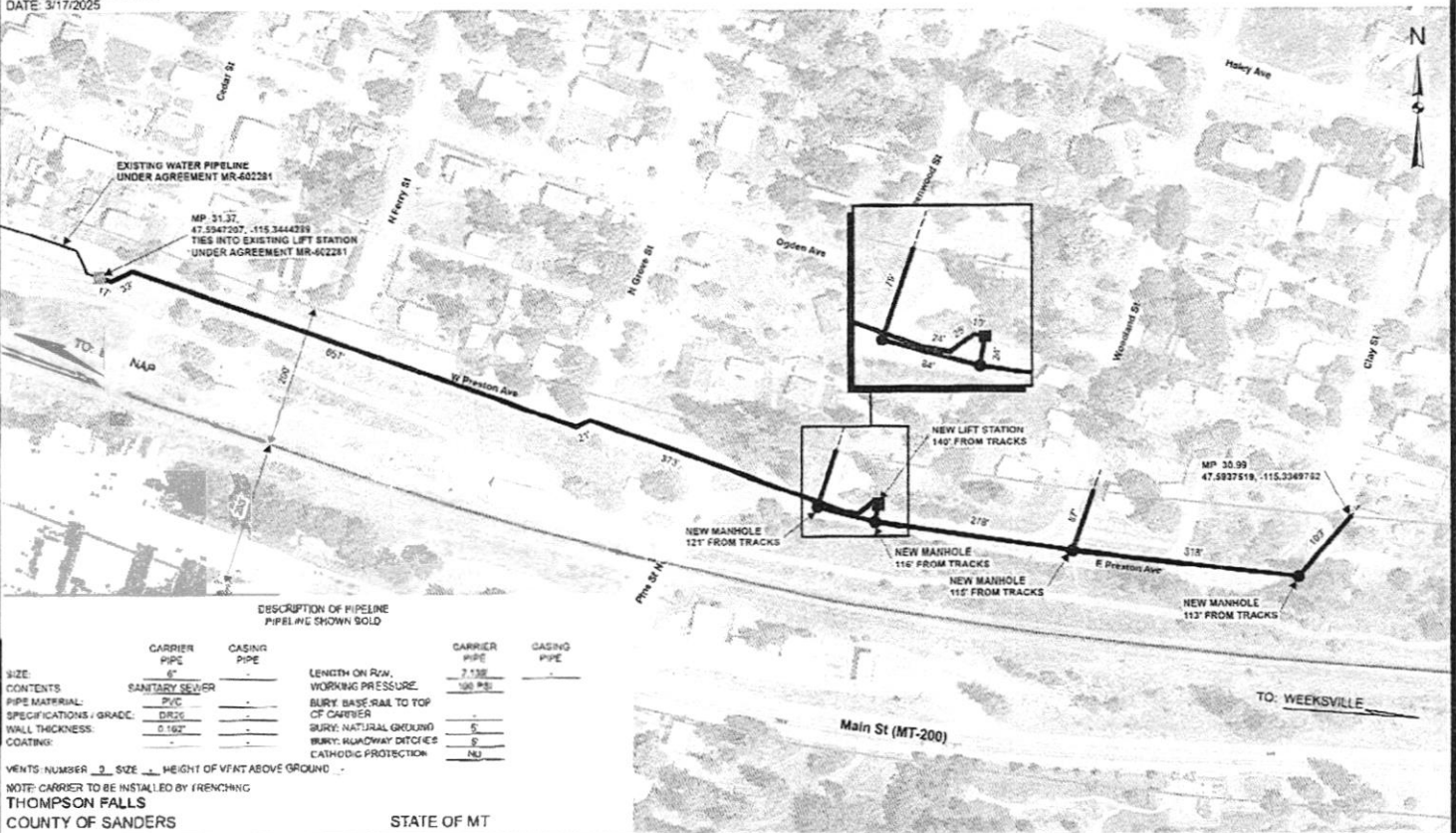
TRACKING NO. 24W-22570

SECTION: 8
TOWNSHIP & RANGE: 21N 24W
MERIDIAN: 100M

MAY REF. 1/23/24

EXHIBIT "A"

SCALE: 1 IN = 125 FT
MONTANA DIV.
MRL FOURTH SUB SUBDIV.
L.S. 0044 MP 30.99-31.37
DATE: 3/17/2025



REVISION 1

DRAWN BY: JNC DRAWING NO. 92336

**REQUEST FOR ITEM TO BE PLACED ON AGENDA
THOMPSON FALLS CITY COUNCIL**

I, Rusti Phone # _____

request the following item be placed on the agenda for
the July 14 2025, City Council Meeting:

Please give a brief description of the item to be discussed,
approximate time you need and the results you would like to see.

Information: _____

Time: _____

Action: Water Project Pay Application
for reimbursement

**All agenda requests must be submitted by Noon on
Wednesday before the Council Meeting.**

tfl3557@blackfoot.net

From: tfbc@blackfoot.net
Sent: Friday, July 11, 2025 7:51 AM
To: Chelsea
Subject: FW: Thompson Falls Water - Request for Funds
Attachments: ARPA Vendor Inv #11 with Supporting Materials.pdf; TFall Water - Status of Funds & Invoice Tracking - July 2025.xlsx

From: Craig Erickson <cerickson@greatwesteng.com>
Sent: Thursday, July 10, 2025 4:56 PM
To: Russlyn Leivestad (tfallsmayor@blackfoot.net) <tfallsmayor@blackfoot.net>; Kelliann Barton (tfbc@blackfoot.net) <tfbc@blackfoot.net>
Cc: Collette T. Anderson <ctanderson@greatwesteng.com>; Carrie Gardner <cgardner@greatwesteng.com>; Craig Erickson <cerickson@greatwesteng.com>
Subject: Thompson Falls Water - Request for Funds

Rusti and Kellian,

The attached files contain each document related to the latest request for reimbursement from the water project's ARPA competitive grant. The total amount requested is \$42,528.86. This month's draw package also includes a local contribution of \$3,091.71, as required by USDA Rural Development.

| Vendor | Invoice No. | Invoice Date | Activity | Amount | ARPA Competitive | Local |
|------------------------|-------------|--------------|----------------------------|--------------|------------------|-------------|
| Great West Engineering | 36568 | 06/27/25 | PreDesign | \$ 11,499.75 | \$ 11,499.75 | \$ - |
| Great West Engineering | 36568 | 06/27/25 | Final Design | \$ 31,029.11 | \$ 31,029.11 | \$ - |
| Great West Engineering | 36568 | 06/27/25 | Grant Admin | \$ 1,426.00 | \$ - | \$ 1,426.00 |
| Great West Engineering | 36568 | 06/27/25 | ROW Easement Permits | \$ 1,053.70 | \$ - | \$ 1,053.70 |
| Great West Engineering | 36568 | 06/27/25 | Hydrogeological Assessment | \$ 612.00 | \$ - | \$ 612.00 |
| Total | | | | \$ 45,620.56 | \$ 42,528.86 | \$ 3,091.70 |

Please arrange to have the following documents signed and returned to me.

- ARPA Vendor Invoice #11 – page 1

- Engineering Invoice Summary – page 7

Feel free to contact us if you have any questions.

Thank you and have a nice evening.



We're Hiring!

Craig Erickson, CGW

Senior Funding Specialist

d: (406) 495-6189

c: (406) 399-0104

2501 Belt View Drive
Helena, MT 59601

This message has been sent to you as the official business of Great West Engineering. This e-mail and any attachments may be considered confidential. If you are not the intended recipient, please be advised that you are legally prohibited from retaining, using, copying, distributing, or disclosing this information. If you have received this communication in error, please reply to the sender and then immediately delete it. I appreciate your cooperation.

| | | | | | |
|-----------------------------------------------------------------------------------------------------|------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------------------|---------------------|
| STATE OF MONTANA VENDOR INVOICE | | COMPLETE VENDOR INVOICE FOR REIMBURSEMENT ATTACH COPIES OF SUPPORTING DOCUMENTATION SIGN AND DATE BELOW BEFORE SUBMITTING TO DNRC FOR REIMBURSEMENT | | | |
| VENDOR'S NAME AND ADDRESS City of Thompson Falls PO Box 99 Thompson Falls, MT 59873 | | DNRC-CARDD PO Box 201601 Helena, MT 59620-1601 | | | |
| Grant Agreement # | AMC-23-0068 | Project Name Thompson Falls Water Supply, Storage, and Distribution System Imp. | | | |
| DNRC Grant Manager | Heather Reeves | Claim Number Eleven (11) | | | |
| QUANTITY | DESCRIPTION OF GOODS DELIVERED OR SERVICES RENDERED | | | | AMOUNT |
| | Vendor | Invoice Number | Dates of Service | Task Description | |
| 1 | Great West Eng | 36568 | 4/13/25-5/17/25 | Preliminary Design | \$ 11,499.75 |
| 1 | Great West Eng | 36568 | 4/13/25-5/17/25 | Final Design | \$ 31,029.11 |
| GRAND TOTAL | | | | | \$ 42,528.86 |

| | | | |
|------------------------------------------------|--|-------------------------------------------------------------------------------------------------------|--------------------------|
| STATE USE ONLY APPROVED FOR PAYMENT | | <i>I certify that this invoice is correct in all respects and that payment has not been received.</i> | |
| | | Vendor Name (Authorized Person) | Russlyn Leivestad |
| DNRC Authorized | | Date Processed | |
| Date | | Vendor's Signature | |
| | | Title | Mayor |

Progress Reporting

1. Grant Activities this Reporting Period (REQUIRED)

List project tasks outlined in Attachment A – Scope of Work in the grant agreement (or executed grant amendment). Summarize activities that occurred under each task during the reporting period, including tasks with no activity. Provide an overview of progress on the overall project. Indicate tasks completed.

Example

- Deliverable: Installation of 1900 linear feet of 8" water main. Update: Installation in 80% complete.
- Deliverable: Replace existing well pumps and controls. Update: No activity this quarter.

The following scope of work will help address the deficiencies of the wastewater system. This scope of work is the object of the ARPA grant. It will use ARPA Competitive Grant funds for professional services, construction, and engineering-basic services associated with the following activities. Activities include:

- Deliverable: Drill a new source well to provide an additional 500 gallons per minute capacity.
Update: Construction is 0% complete
Great West sent the plans and specifications to DEQ and Rural Development on May 28, 2025. RD has responded. DEQ has not.
- Deliverable: Construct a new 400,000-gallon prestressed concrete tank adjacent to the Jefferson Tank site.
Update: Construction is 0% complete.
Great West Engineering also submitted plans and specifications to DEQ and USDA Rural Development on May 29, 2025. RD and DEQ responded in late June, and Great West is now addressing each agency's comments.
- Deliverable: Replace 12 blocks of undersized and leaking water main with approximately 8,200 lineal feet of new eight-inch (8) PVC water main.
Update: Construction is 10% complete.
 - **Construction of the Church Street Main Replacement is 100% complete. It accounts for approximately 10% of this deliverable.**
 - **Great West sent the plans and specifications to DEQ and Rural Development for review during the week of June 9th, and each responded on June 24, 2025.**
- Deliverable: Replace 3,200 linear feet of eight (8) inch water main loop on Golf Street.
Update: Construction is 0% complete.
- Deliverable: Replace 2,500 linear feet of eight (8) inch transmission main from the well site to Ashley Tank.
Update: Construction is 0% complete.
- Deliverable: Install associated valves, fittings, five (5) air release/blowoffs, and six (6) new fire hydrants.
Update: Installation is 0% complete.
- Deliverable: Replace 26 new service lines.
Update: Replacement is 0% complete.
- Deliverable: Replace 570 lineal feet of one-inch service line.
Update: Replacement is 0% complete
- Deliverable: Replace 26-meter nits

Problems or Concerns (REQUIRED)

Discuss any problems or concerns that have arisen (e.g., problems with the schedule, subcontractors, or budget items). Include steps underway to alleviate problems.

None

2. Next Reporting Period's Grant Activities (REQUIRED)

List project tasks outlined in Attachment A – Scope of Work in the grant agreement (or executed grant amendment). Summarize activities that will occur next quarter under each task, including tasks with no expected activity. Indicate tasks expected to be completed.

- In July or early August, the City will seek bids for the construction contracts for Phases 1 and 2 of the projects. Phase 1 involves the construction of distribution system improvements, while Phase 2 pertains to the tank project.

Grant Agreement Review Checklist

Review the ARPA Grant Agreement(s) and executed grant amendment(s). Respond to the questions below.

1. Review Agreement Section 2. Term – Is the Term End Date in the grant agreement still appropriate for the project?

☒ **YES** – Term End Date in the grant agreement is appropriate for the project to date.

☐ **NO or NOT SURE** – Contact your Grant Manager ASAP to explain. A grant amendment may be needed.

2. Review Grant Agreement Attachment A – Scope of Work (Tasks/Deliverables) – Do the tasks/deliverables listed in the Scope of Work in the grant agreement (or executed grant amendment) accurately reflect the project to date?

☒ **YES** – Scope of Work in the grant agreement accurately reflects the project to date.

☐ **NO or NOT SURE** – Contact your Grant Manager ASAP to explain. A grant amendment may be needed.

3. Review Grant Agreement Attachment B – Budget – Do the DNRC ARPA grant funds and matching funds in the budget in the grant agreement (or executed grant amendment) accurately reflect the project to date?

☒ **YES** – The budget in the grant agreement accurately reflects the project to date.

☐ **NO or NOT SURE** – Contact your Grant Manager ASAP to explain. A grant amendment may be needed.

Additional Report Attachments (Optional)

Attach pictures, articles, maps, or any other document related to this quarter that you would like to include in the report.

Verification of Subrecipient Concurrence

REQUIRED only if Form Preparer is not from Subrecipient Entity

Subrecipient Contact Full Name: Chelsea Peterson

Subrecipient Contact Title: Clerk/Treasurer, City of Thompson Falls

Subrecipient Contact Email: Tfl3557@blackfoot.net

☒ The Subrecipient Contact listed above has reviewed this Progress Report and supporting documents. The Subrecipient Contact concurs with the information provided.

See the Reimbursements and Budget Tracking tab on the [DNRC ARPA Grant Management webpage](#) for documents and training videos.

ARPA Water & Sewer Infrastructure Grant Program
Project Schedule

Use this document throughout the application and grant period to track the status of project milestones. Documentation associated with each milestone should be included in the ARPA application and/or submitted to the ARPA Grant Manager throughout the project.

Applicant/Subrecipient Entity Name: City of Thompson Falls

Project Title: Thompson Falls Water Supply, Storage, and Distribution System Improvements

| | Applicable to Project? (Yes/No) | ESTIMATED Completion Date | ACTUAL Completion Date | Comments |
|--------------------------------------------------------------|---------------------------------------|---------------------------------|------------------------------|-------------------------------------------------------|
| ENGINEERING PROCUREMENT* | | | | |
| Project Engineer procured and engineering contract executed. | Yes | | June 21, 2021 | |
| Other: | | | | |
| PLANNING & DESIGN* | | | | |
| Preliminary design document completed (PER or Tech Memo). | Yes | | May 9, 2022 | |
| DEQ Review: Plans and Specifications SUBMITTED to DEQ.** | Yes | | May 28, 2025 | |
| DEQ Review: Plans and Specifications APPROVED by DEQ. | Yes | June 2025 | | |
| Permit and/or other Agency Review: SUBMITTED for review. | Yes | | May 28, 2025 | USDA Rural Development's review of plans & specs. |
| Permit and/or other Agency Approval: APPROVAL received. | Yes | June 2025 | | |
| Water Rights finalized. | Yes | | | |
| Site Title Opinion, Right-Of Way, Land Purchases finalized. | Yes | June 2025 | | |
| MEPA/NEPA complete or MEPA checklist submitted to DNRC. | | | | |
| Other: | | | | |
| PROJECT BIDDING | | | | |
| Bid document advertised. | Yes | July/August 2025 | | |
| Bid complete and construction contract executed. | Yes | August 2025 | | |
| Other: | | | | |
| PROJECT CONSTRUCTION | | | | |
| Construction start. | Yes | August 2025 | | |
| Construction complete. | Yes | January 2026 | | The estimated construction contract time is 180 days. |
| Project closeout. | Yes | January 2026 | | |
| Other: | | | | |

*Engineering Procurement and Design Phase tasks must be completed before Project Bidding and Construction Phase tasks.

**DEQ Plans and Specifications Review Fee is waived for ARPA-Funded project. Indicate your project is ARPA funded on your DEQ submittal cover sheet to have the fee waived.

| EJCDC Engineering Invoice Summary | | | | | | | |
|----------------------------------------------------------------------------------|---------------------------------------------------------|-------------------------------------|--------------|-------------------------------|----------------------|------------------------------------|----------------------|
| City of Thompson Falls, MT | | | | | | Invoice Number: | 36568 |
| | | | | | | Invoice Date: | 6/27/2025 |
| | | | | | | Due Date: | 7/27/2025 |
| Project: | Thompson Falls Water System Improvements - CRDA #10.760 | | | | Billing Period: | 5/18/25-6/21/25 | |
| | | | | | | | |
| Exhibit C payment Service Performed | | Original Contract Amount | Amendments | Revised Contract Amount | Paid To Date | Due This Invoice | Balance Remaining |
| Exhibit C Basic Services | Preliminary Design Phase | \$ 250,000.00 | \$ - | \$ 250,000.00 | \$ 213,581.97 | \$ 11,499.75 | \$ 24,918.28 |
| | Final Design Phase | \$ 235,000.00 | | \$ 235,000.00 | \$ 41,210.76 | \$ 31,029.11 | \$ 162,760.13 |
| | Bidding Phase | \$ - | \$ 8,000.00 | \$ 8,000.00 | \$ 5,900.12 | | \$ 2,099.88 |
| | Construction Phase | \$ - | \$ 23,000.00 | \$ 23,000.00 | \$ 17,215.15 | | \$ 5,784.85 |
| | Post Construction Phase | \$ - | \$ 4,000.00 | \$ 4,000.00 | | | \$ 4,000.00 |
| | | | | \$ - | | | \$ - |
| Subtotal | | \$ 485,000.00 | \$ 35,000.00 | \$ 520,000.00 | \$ 277,908.00 | \$ 42,528.86 | \$ 199,563.14 |
| Exhibit C | | | | | | | |
| RPR-2 | Resident Project Representative (| \$ - | \$ 62,000.00 | \$ 62,000.00 | \$ 58,580.99 | | \$ 3,419.01 |
| Subtotal | | \$ - | \$ 62,000.00 | \$ 62,000.00 | \$ 58,580.99 | \$ - | \$ 3,419.01 |
| EXHIBIT C Additional Services | Additional Services - GeoTech | \$ 25,000.00 | | \$ 25,000.00 | \$ 25,000.00 | \$ - | \$ - |
| | Additonal Services - Hydrogeo Analysis | \$ 20,000.00 | | \$ 20,000.00 | \$ 18,596.40 | \$ 612.00 | \$ 791.60 |
| | Additional Services - ROW & Easement | \$ 20,000.00 | | \$ 20,000.00 | \$ 3,305.00 | \$ 1,053.70 | \$ 15,641.30 |
| | | \$ - | | \$ - | | \$ - | \$ - |
| | General Grant Admin | \$ 76,000.00 | \$ - | \$ 76,000.00 | \$ 24,013.25 | \$ 1,426.00 | \$ 50,560.75 |
| | Subtotal | \$ 141,000.00 | \$ - | \$ 141,000.00 | \$ 70,914.65 | \$ 3,091.70 | \$ 66,993.65 |
| Total Current Billing: | | \$ 626,000.00 | \$ 97,000.00 | \$ 723,000.00 | \$ 407,403.64 | \$ 45,620.56 | \$ 269,975.80 |
| | | | | | | | |
| Summary | | | | | | | |
| Basic Services | | \$ 485,000.00 | \$ 35,000.00 | \$ 520,000.00 | \$ 277,908.00 | \$ 42,528.86 | \$ 199,563.14 |
| RPR | | \$ - | \$ 62,000.00 | \$ 62,000.00 | \$ 58,580.99 | \$ - | \$ 3,419.01 |
| Add. Services less Project admin | | \$ 65,000.00 | \$ - | \$ 65,000.00 | \$ 46,901.40 | \$ 1,665.70 | \$ 16,432.90 |
| Subtotal | | \$ 550,000.00 | \$ 97,000.00 | \$ 647,000.00 | \$ 383,390.39 | \$ 44,194.56 | \$ 219,415.05 |
| Project administration | | \$ 76,000.00 | \$ - | \$ 76,000.00 | \$ 24,013.25 | \$ 1,426.00 | \$ 50,560.75 |
| Total | | \$ 626,000.00 | \$ 97,000.00 | \$ 723,000.00 | \$ 407,403.64 | \$ 45,620.56 | \$ 269,975.80 |
| Funds Difference | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | | | | | | | |
| Is the % of RPR fees claimed in line with the total % of Construction completed? | | | | | YES/NO Circle One | (If NO, explain on attached sheet) | |
| | | | | | | | |
| _____ Submitting Engineer's Signature | | _____ Owner's Approval Signature | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |



2501 Belt View Drive
Helena, MT 59601

Phone: (406) 449-8627

City of Thompson Falls
P.O. Box 99
Thompson Falls, MT 59873

Invoice number 36568
Date 06/27/2025

Project **1-21204 Thompson Falls On-Call 2021**

Professional Services from May 18, 2025 through June 21, 2025

Task Order No. 4 - Water System PER Update

Preliminary Design

Professional Fees

| | Hours | Rate | Billed Amount |
|---------------------------|-------|--------|------------------|
| Assistant Project Manager | 4.50 | 144.00 | 648.00 |
| Project Coordinator | 1.75 | 115.00 | 201.25 |
| GIS Specialist | 6.50 | 134.00 | 871.00 |
| Engineer 2 | 4.00 | 160.00 | 640.00 |
| Engineer 3 | 4.00 | 170.00 | 680.00 |
| Engineer 4 | 12.25 | 194.00 | 2,376.50 |
| Project Administrator | 0.25 | 152.00 | 38.00 |
| Engineering Technician | 3.25 | 100.00 | 325.00 |
| Consultant | | | |
| | Units | Rate | Billed Amount |
| General Consultant | | | |
| TESla Engineering, LLC | | | 5,720.00 |
| Phase subtotal | | | 11,499.75 |

Final Design

Professional Fees

| | Hours | Rate | Billed Amount |
|------------------------|-------|--------|------------------|
| Engineer 1 | 34.00 | 148.00 | 5,032.00 |
| Project Coordinator | 0.75 | 115.00 | 86.25 |
| Engineer 2 | 68.00 | 160.00 | 10,880.00 |
| Engineer 3 | 6.00 | 170.00 | 1,020.00 |
| Engineer 4 | 44.50 | 194.00 | 8,633.00 |
| Engineer 5 | 4.00 | 230.00 | 920.00 |
| | 18.00 | 217.00 | 3,906.00 |
| Project Administrator | 0.25 | 152.00 | 38.00 |
| Engineering Technician | 5.00 | 100.00 | 500.00 |
| Reimbursables | | | |
| | Units | Rate | Billed Amount |
| Postage | | | 13.86 |
| Phase subtotal | | | 31,029.11 |

Task Order No. 4 - Water System PER Update

Grant Administration

Professional Fees

| Hours | Rate | Billed Amount |
|-------|--------|---------------|
| 7.75 | 184.00 | 1,426.00 |

Certified Grant Writer 2

Right-of-Way Easements/Permits

Professional Fees

| Hours | Rate | Billed Amount |
|-------|--------|---------------|
| 3.50 | 194.00 | 679.00 |

Engineer 4

Reimbursables

| Units | Rate | Billed Amount |
|--------|-------|---------------|
| 380.00 | 0.85 | 323.00 |
| 1.00 | 51.70 | 51.70 |

Miles

Per Diem

Phase subtotal 1,053.70

Hydrogeologic Assessment

Professional Fees

| Hours | Rate | Billed Amount |
|-------|--------|---------------|
| 3.00 | 204.00 | 612.00 |

Senior Hydrogeologist

Task Order No. 4 - Water System PER Update subtotal 45,620.56

Invoice total **45,620.56**

Invoice Summary

| Description | Contract Amount | Prior Billed | Total Billed | Current Billed |
|--------------------------------------------------|-----------------|--------------|--------------|----------------|
| 63-13 TASK ORDER NO. 4 - WATER SYSTEM PER UPDATE | | | | |
| 63.1-13 STUDY & REPORT PHASE | 30,000.00 | 29,998.99 | 29,998.99 | 0.00 |
| 63.2-13 PRELIMINARY DESIGN | 250,000.00 | 213,581.97 | 225,081.72 | 11,499.75 |
| 63.3-13 FINAL DESIGN | 235,000.00 | 41,210.76 | 72,239.87 | 31,029.11 |
| 63.4-13 BIDDING | 8,000.00 | 5,900.12 | 5,900.12 | 0.00 |
| 63.5-13 CONSTRUCTION | 23,000.00 | 17,215.15 | 17,215.15 | 0.00 |
| 63.6-13 RESIDENT PROJECT REPRESENTATIVE | 62,000.00 | 58,580.99 | 58,580.99 | 0.00 |
| 63.7-13 POST-CONSTRUCTION | 4,000.00 | 0.00 | 0.00 | 0.00 |
| 63.8-13 GRANT WRITING - MCEP APPLICATION | 12,500.00 | 12,497.75 | 12,497.75 | 0.00 |
| 63.9-13 GRANT WRITING - DNRC APPLICATION | 4,500.00 | 4,494.00 | 4,494.00 | 0.00 |
| 63.10-13 RD FUNDING APPLICATION | 5,000.00 | 4,978.25 | 4,978.25 | 0.00 |
| 63.11-13 RD ENVIRONMENTAL REPORT | 5,000.00 | 4,976.50 | 4,976.50 | 0.00 |
| 63.12-13 GRANT ADMINISTRATION | 76,000.00 | 24,013.25 | 25,439.25 | 1,426.00 |
| 63.13-13 GEOTECHNICAL ANALYSIS | 25,000.00 | 25,000.00 | 25,000.00 | 0.00 |
| 63.14-13 RIGHT-OF-WAY EASEMENTS/PERMITS | 20,000.00 | 3,305.00 | 4,358.70 | 1,053.70 |
| 63.15-13 HYDROGEOLOGIC ASSESSMENT | 20,000.00 | 18,596.40 | 19,208.40 | 612.00 |
| Subtotal | 780,000.00 | 464,349.13 | 509,969.69 | 45,620.56 |
| Total | 780,000.00 | 464,349.13 | 509,969.69 | 45,620.56 |

Aging Summary

| Invoice Number | Invoice Date | Outstanding | Current | Over 30 | Over 60 | Over 90 | Over 120 |
|----------------|--------------|-------------|-----------|---------|---------|---------|----------|
| 36568 | 06/27/2025 | 45,620.56 | 45,620.56 | | | | |

| | | | | | | |
|-------|-----------|-----------|------|------|------|------|
| Total | 45,620.56 | 45,620.56 | 0.00 | 0.00 | 0.00 | 0.00 |
|-------|-----------|-----------|------|------|------|------|

Payments are due within 30 days of the invoice date. Invoices that are past-due will incur interest charges. Thank you.

Secure online payment processing for this invoice via ACH or credit card is available at <https://www.billandpay.com/go/greatwesteng>.

TESla Engineering, LLC

P.O. Box 504
Vaughn, MT 59487

Invoice

| Date | Invoice # |
|-----------|-----------|
| 6/19/2025 | 840 |

APPROVED
By Bree Backeberg at 8:56 am, Jun 19, 2025

1-21204 Thompson Falls On-Call 2021

| |
|--------------------------------------------------------------------|
| Bill To |
| Great West Engineering 2501 Belt View Drive Helena, MT 59601 |

| P.O. No. | Terms | Project |
|----------|---------|--------------------------------------|
| | 45 days | Thompson Falls Water System Impro... |

| Item | Description | Amount |
|------------------------|----------------------------------------------------------------------------------------------------------------------------|------------|
| Electrical Engineering | Electrical Engineering, design and drafting for ~80% DRAFT construction drawings for coordination (within contract amount) | 5,200.00 |
| Total | | \$5,200.00 |



ARPA Water & Sewer Infrastructure Grant Program
2025 Progress Report Form

General Information

Subrecipient Entity: Thompson Falls, City of
Project Title: Thompson Falls Water Supply, Storage, and Distribution System Improvements
Grant Agreement Number(s): AMC-23-0068
Grant Term End Date(s): November 30, 2025

Form Preparer Name: Craig Erickson
Form Preparer Phone: (406) 399-0104
Form Preparer Email: cerickson@greatwesteng.com
Reporting Period: May 18, 2025 – June 21, 2025
Provide a beginning and end date. Example: January 1, 2024 – March 31, 2024.

Quarterly Report Type

- ☐ Progress Report **with** Reimbursement Request.
☒ Progress Report **without** Reimbursement Request.

Final Reports – Do not use this form. See [Progress Reports, Amendments, and Closeout](#) on the ARPA Grant Management page for instructions on how to complete your Final Report.

Required Report Attachments

Check to indicate the required attachments are included with this report.

- ☒ **Updated [Schedule Form](#) is included with this report (REQUIRED).**
The schedule form should be an accurate reflection of the status of the project, including bid and construction information. **The schedule you are attaching must be appropriate given the Grant Term End Date in the grant agreement (or executed grant amendment).**
- ☒ **Updated [Uniform Budget Tracking Spreadsheet](#) is included with this report (REQUIRED).**
Include an updated budget spreadsheet that reflects current and previous expenditures on the grant(s). The tracker should be accurate through the end of the reporting period and include all incurred expenditures for all funding sources regardless of whether a reimbursement is requested. **Attachment B – Budget in the grant agreement (or executed grant amendment) must match the current project budget you are attaching.**

Sam.Gov Expiration: 01/03/2026

**REQUEST FOR ITEM TO BE PLACED ON AGENDA
THOMPSON FALLS CITY COUNCIL**

I, Rusti Phone # 402-827-3557

request the following item be placed on the agenda for
the July 14th 2025, City Council Meeting:

Please give a brief description of the item to be discussed,
approximate time you need and the results you would like to see.

Information: _____


Time: _____

Action: Phase 3 Wastewater Bond
Documents

**All agenda requests must be submitted by Noon on
Wednesday before the Council Meeting.**

From: Troendle, Steve - RD, MT <steve.troendle@usda.gov>
Sent: Monday, July 7, 2025 4:44 PM
To: tfl3557@blackfoot.net
Cc: Volpe, Lindsay - RD, MT
Subject: Phase 3 Bond docs
Attachments: Phase 3 Thompson Falls City_Bulletin1780-27 1,100,000 loan 105170.pdf; Phase 3 WW Thompson Falls City_Bulletin1780-27 643K Loan 105168.pdf

Hi Kelliann, here are the Phase 3 wastewater Bond documents for the meeting this month. Please call if any questions. Only execute page 2 at this time – the data on page 3 is a certification you do for us before the bonds close.

Steven P. Troendle
Director, Community Programs Montana
Montana State Office, Rural Development
 U.S. DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT
2229 Boot Hill Court,
Bozeman, MT 59715
Phone: 406.585.2520 Cell 406.600.4642
www.rd.usda.gov

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LOAN RESOLUTION
(Public Bodies)A RESOLUTION OF THE **City Council**OF THE **Thompson Falls, City of**

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

Municipal Government

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the **Thompson Falls, City of**

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

One Million One Hundred Thousand & 00 100pursuant to the provisions of **MCA 7-12-4101**; and**WHEREAS**, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:**NOW THEREFORE**, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed \$ _____

under the terms offered by the Government; that the _____

and _____ of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas _____ Nays _____ Absent _____

IN WITNESS WHEREOF, the City Council _____ of the

Thompson Falls, City of _____ has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this _____, _____ day of _____

(SEAL)

By Rusti Leivestad

Attest:

Title _____

Title _____

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as _____ of the **Thompson Falls, City of**
hereby certify that the **City Council** _____ of such Association is composed of
_____ members, of whom , _____ constituting a quorum, were present at a meeting thereof duly called and
held on the _____ day of _____ ; and that the foregoing resolution was adopted at such meeting
by the vote shown above, I further certify that as of _____ ,
the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been
rescinded or amended in any way.

Dated, this _____ day of _____

Title _____

LOAN RESOLUTION
(Public Bodies)A RESOLUTION OF THE **City Council**OF THE **Thompson Falls, City of**

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

Municipal Government

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the **Thompson Falls, City of**

(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

Six Hundred Forty-Three Thousand & 00 100pursuant to the provisions of **MCA 7-12-4101**; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal ly permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0121. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.
15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
17. To accept a grant in an amount not to exceed \$ 4,432,000.00

under the terms offered by the Government; that the _____

and _____ of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas _____ Nays _____ Absent _____

IN WITNESS WHEREOF, the City Council _____ of the

Thompson Falls, City of _____ has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this _____, _____ day of _____

(SEAL)

By Rusti Leivestad

Attest:

Title _____

Title _____

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as _____ of the **Thompson Falls, City of**
hereby certify that the **City Council** _____ of such Association is composed of
_____ members, of whom , _____ constituting a quorum, were present at a meeting thereof duly called and
held on the _____ day of _____ ; and that the foregoing resolution was adopted at such meeting
by the vote shown above, I further certify that as of _____ ,
the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been
rescinded or amended in any way.

Dated, this _____ day of _____

Title _____