

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

I, Gussie Phone # _____

request the following item be placed on the agenda for
the February 9 2026, 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: 6:00 pm

Action: Review city Personnel Policy
Manual

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



CITY of THOMPSON FALLS Personnel Policy Manual

Table of Contents

Introduction Letter	Preface A
Receipt Page	Preface B

EMPLOYMENT POLICIES

Definitions	<u>Section 1</u>
Expectations.....	<u>Section 2</u>
Equal Employment Opportunity (EEO)/Americans with Disabilities Act (ADA).....	<u>Section 3</u>
Confidential Information/Personal Gain.....	<u>Section 4</u>
Lawsuits Against the CITY	<u>Section 5</u>
New Employees	<u>Section 6</u>
Employment of Relatives (Nepotism)	<u>Section 7</u>
Authority for Personnel Action	<u>Section 8</u>
Outside Employment.....	<u>Section 9</u>
Remote Employment.....	<u>Section 10</u>
Performance Appraisals and Job Evaluations	<u>Section 11</u>
Working out of the Office	<u>Section 12</u>
Use of City Equipment.....	<u>Section 13</u>
Telephone	<u>Section 14</u>
Computer Usage.....	<u>Section 15</u>
Personnel Files	<u>Section 16</u>
Alcohol-Free & Drug-Free Workplace	<u>Section 17</u>
Harassment Prevention.....	<u>Section 18</u>
Resignation/Termination	<u>Section 19</u>
Health and Safety	<u>Section 20</u>
Workplace Violence.....	<u>Section 21</u>

COMPENSATION POLICIES

Time Sheets and Payday.....	<u>Section 22</u>
Working Hours/Work Week.....	<u>Section 23</u>
Travel and Expense Reports/Reimbursement	<u>Section 24</u>

BENEFITS

Use of City Vehicles Section 25
Holidays Section 26
Annual Leave/Vacation Section 27
Sick Leave Section 28
Pregnancy Leave Section 29
Public Office Leave..... Section 30
Absence without Authorization Section 31
Leaves of Absences Section 32
Attendance Section 33
Funeral Leave..... Section 34
Jury and Witness Duty Leave Section 35
Military Leave Section 36
Educational Leave/Training Section 37
Participation in Community Organizations Section 38
Participation in Professional Organizations Section 39
Licensing Fees Section 40
Insurance Section 41
Retirement..... Section 42

EMPLOYEE CONDUCT

Personal Appearance and Demeanor Section 43
Smoking Section 44
Sales Calls..... Section 45
Discipline Section 46
Grievance Procedure Section 47

INTRODUCTION LETTER

Welcome New Employee:

The CITY of THOMPSON FALLS is pleased that you have joined our organization of professionals. The City is a professional organization providing many valuable services to the residents of Thompson Falls. Your position has been designed to assist the City with accomplishing these services. We hope you will find this position rewarding and challenging.

During your twelve-month probationary period, your employment with the City is at will and may be terminated with or without consent at any time by either you or the City. This policy manual is not an employment contract. Rather, it is designed to provide you general information regarding employment practices and benefits with the City. The policy manual cannot cover all employment situations, scenarios, or questions, but it is designed to cover the basic rules. Policies and rules contained within the manual will be added, updated, or deleted as determined by the City. You are encouraged to submit suggestions or ideas regarding current policies or additional policies to the MAYOR or his/her designee.

As you familiarize yourself with the City staff and your new office, please note the employee bulletin board displays the required federal and state postings. The postings are updated from time to time - be sure to read the board occasionally. If you notice an item that is obsolete or needs updating, please let the MAYOR or City Clerk or their designee know.

During your first few days working for the City you will probably have several general questions regarding our organization and policies. You are encouraged to research the answer within the manual; however, do not hesitate to ask your supervisor or the Mayor or his/her designee concerning any questions you may have.

The staff of the City would like to welcome you.

Sincerely,

CITY OF THOMPSON FALLS
MAYOR, RUSTI LEIVESTAD



It is expressly understood that the policy manual for the City of Thompson Falls does not constitute a guarantee of employment or promise of any kind. The City, in its sole discretion, may direct, hire, promote, transfer, assign and retain employees; supervise, discipline, and relieve employees from their duties; determine and change hours of work, shifts, and methods of operation; establish change or abolish its policies, practices, rules and regulations.

It is understood that the policy manual is issued to inform employees regarding the operating policies of the City. The policy manual may be changed from time to time at the sole discretion of the City, and is to be used as a guide to City employees in the performance of their duties. Violations of the policies set forth in this manual may result in disciplinary action.

By signing this statement, the employee acknowledges the City of Thompson Falls policy manual has been received and read and that the employee understands the policies contained herein.

Signed _____ Date _____

Print Name _____

Position _____

Effective Date of Employment _____

Attest:

Supervisor _____

Date _____

1. Definitions

Conflict of Interest – Conflicts of interest for the City of Thompson Falls employees arise when a government employee’s personal or financial interest conflicts or appears to conflict with his official responsibility.

Discipline – Correction, punishment or penalty. Discipline is used to bring order to situations where there have been violations of federal, state or local laws and/or violations of City rules and regulations, employee conduct/behavior/performance standards, or City policies.

Exempt Employee - Exempt employees are those who, according to the Fair Labor Standards Act (FLSA), are not covered under the provisions pertaining to minimum wage or overtime pay. The FLSA provides for certain exemptions for employees employed in a bona fide executive, administrative or professional capacity. In order to be an exempt employee, certain tests relating to duties, responsibilities and salary must be met (see the Clerk/Personnel Director for details).

Grievance – An injury, injustice or wrong which gives ground for complaint because it is seen as unjust, discriminatory, or oppressive. Employees file grievances through the Grievance Procedure contained in this manual.

Independent Contractor - Independent Contractors are not considered employees of the City. Rather, Independent Contractors are those who work on a contract for services basis and must complete work assignments or responsibilities and receive payment (compensation) as identified in the contract. No employee benefits are provided to the Independent Contractor.

Nonexempt Employee - A nonexempt employee is an employee who, according to the (FLSA) is entitled to receive at least minimum wage and receive overtime pay or overtime compensatory time after the employee has worked 40 hours in a work week period. Overtime pay is equivalent to one and one-half times the employee’s regular hourly pay for each hour over 40 hours worked.

Regular Full-Time Employee - An employee who normally works 30 hours a week. Regular full-time employees are eligible for all employee benefits.

Regular Part-Time Employee - An employee who normally works less than 30 hours a week.

Remote Employee - An employee who performs the majority of their work in a location different from where City general operations occur. They may or may not be covered under the provisions of the FLSA, depending on the status of their employment, and have specific conditions of employment outlined in their respective employment agreements.

Seasonal Employee - An employee designated as seasonal at time of hire, who performs duties interrupted by the seasons, and who may be recalled without the loss of rights or benefits accrued during the preceding season. A seasonal employee may be eligible for limited or prorated benefits.

Short-term Worker - A short-term worker is hired to work for an hourly wage established by the CITY for a period not to exceed 90 days within a 12 month period. Short-term workers are not eligible for permanent status and may not be hired without a competitive selection process. The short-term worker is not eligible for any employee benefits including leave, holiday benefits or any insurance benefits.

Sick Leave – Period allowed by an employer to an employee for the employee's sickness either with or without pay but with no loss of seniority or other benefits.

Temporary Employee - An employee who is hired on a temporary basis for a definite period of time not to exceed 12 months and will be terminated at the end of the employment period. This employee may perform temporary duties or regular duties on a temporary basis; however, the employee is not eligible to become a regular employee without completing a competitive selection process. Temporary employees may be eligible for limited or prorated benefits.

Vacation Leave – A recess or leave of absence; a respite or time of respite from active duty or employment; an intermission or rest period during which activity or work is suspended; a period of freedom from duty or work but not the end of employment. Vacations do not result in loss of seniority or other benefits.

Workplace Violence – Unjust or unwarranted exercise of force, usually with the accompaniment of vehemence, outrage or fury. Violence can include unlawfully exercised force, any exertion of physical force so as to injure, damage or abuse, as well as veiled threats by words and/or acts.

2. Expectations

Welcome to the City team. The City wants every employee to know what they can expect from the City of Thompson Falls and what the City expects of them. The policy manual is designed to inform employees what the City expects of them, City policies and procedures, and the Grievance Procedure should employees have a problem.

Employees are expected to treat co-workers, Board Members, vendors, colleagues, customers and other business contacts with respect and dignity. Employees are expected to conduct their job functions in a professional, businesslike fashion with minimal interference by other staff members or visitors. Employee attention to responsibilities and work products should be constant, consistent, efficient and productive. Personal interference or distractions should be kept to a minimum.

The affairs of the City are important and are to be considered a confidential trust, as well as a responsibility. Employee attitude, ability, productivity and a sense of responsibility are critical aspects of all job descriptions.

3. Equal Employment Opportunity (EEO)/Americans with Disabilities Act (ADA)

The City is an equal opportunity employer. The City shall comply with all relevant federal and state laws, to include rules and regulations put forth by the Equal Employment Opportunity Commission, (EEOC). The City shall adhere to all relevant provisions of the Americans with Disabilities Act, (ADA). The City ensures equal employment opportunity regardless of race, religion, color, creed, national origin, sex, marital status, familial status, political belief, age, or mental/physical disability, (as defined by the ADA), unless such disability effectively prevents the performance of the essential duties required of the position and which are bona fide occupational qualifications that cannot be accommodated without undue hardship to the City. All applicant and employee medical records will be kept confidential.

If an employee believes that they have been subjected to discrimination, including harassment, based upon any of these factors, they should immediately contact their supervisor and pursue corrective action. If the employee feels they need to resolve the problem by filing a grievance, they should pursue action through the Grievance Procedure stated within the City's policy manual.

Consistent with this policy of nondiscrimination, the CITY will provide reasonable accommodations to a qualified individual with a disability, provided that such accommodation does not constitute an undue hardship on the MMIA and/or a direct threat to the health and/or safety of the individual or others.

Employees or applicants who believe they need a reasonable accommodation to perform the essential functions of their job should contact the Clerk or Mayor and request such an accommodation. The CITY will engage in the interactive process to identify the barriers that make it difficult for the applicant or employee to have an equal opportunity to perform his or her job. The CITY will then identify possible accommodations, if any, that will help to eliminate the limitation or barrier. If the accommodation is reasonable and will not impose an undue hardship on the CITY and/or a direct threat to the health and/or safety of the individual or others, the CITY will make the accommodation. The CITY may also propose an alternative accommodation(s). The CITY is not required to provide the accommodation preferred by the individual, to reallocate essential job functions, or to provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs, etc.)

4. Confidential Information/Personal Gain

Employees of the City of Thompson Falls may deal with confidential information. It is imperative that employees maintain integrity and not discuss City business with people who should not be privy to the information. In some circumstances, City business should be revealed to other City employees on a need-to-know basis. If an employee has questions regarding confidential information and to whom the information should be revealed, they should consult with the Mayor or his/her designee, or with City's legal counsel.

Likewise, employees may not use knowledge gained through their

employment at the City to achieve personal gain for themselves or anyone else. Employees cannot participate as a City employee where they may have private pecuniary interest, direct or indirect, or perform in some function requiring discretion on behalf of the City. Employees cannot disclose or use confidential information concerning property or City affairs to advance personal or private interest with respect to any contract or transaction that is or may be subject of official action of the City.

5. Lawsuits Against the City

When an employee is approached by a legal process server, they should refer the server to the MAYOR or his/her designee or to legal counsel. Should an authority not be available and the employee is required to accept served papers, it is the employee's priority to locate and forward the information to either of the authorities listed without opening or reading the documents.

No employee shall discuss aspects of any legal situation that is subject to or is currently involved in a lawsuit or hearing without first consulting with the Mayor or his/her designee or legal counsel. Likewise, if an employee is approached for a press release or news quote, refer all contacts to the Mayor or his/her designee.

6. New Employees

New employees will complete an informal orientation session with the MAYOR or his/her designee. The employee will have the opportunity to complete necessary employment forms required by Federal and State Statutes, as well as payroll and withholding information. The Mayor or his/her designee will explain in general terms the rules and expectations and provide an overview of the pay and benefit packages offered by the City. The employee will be responsible for reading and following the policies established within the policy manual, to include understanding their employment classification. In addition, new employees will be provided orientation and education specific to the equipment and tasks required of their new position.

All employees will serve a 12 month probationary period. The probationary period allows time for the employee to learn the position as well as time for the supervisor to evaluate an employee's potential and performance. During

the established probationary period, City reserves the right to terminate an employee with or without cause. An evaluation will be completed prior to completion of the 12 month probationary period to notify the employee of their status (regular, terminated or extended probation when applicable).

7. Employment of Relatives (Nepotism)

No employees will be appointed in a manner inconsistent with the Nepotism laws and definitions as outlined in Title 2, Part 2, Chapter 3, MCA.

8. Authority for Personnel Action

The City reserves the right to direct, hire, promote, transfer, assign and retain employees. The City of Thompson Falls also reserves the right to supervise, discipline, and relieve employees from their duties for any reason determined sufficient by the City; as well as determine and change hours of work, shifts, and operational methods. The policies, practices, rules, and regulations may be established or changed/abolished with the sole discretion of the City. The Mayor or his/her designee will execute personnel actions at his/her discretion, with consultation and/or consent from the Clerk/Personnel Director and/or City Council, when necessary and consistent with all applicable laws, regulations and this policy.

9. Outside Employment

The City should be the primary job for regular employees. Should another position interfere in any way with the employees' ability to satisfactorily complete City job duties, the employee may receive disciplinary action.

10. Remote Employment

In some situations, the City may see fit to hire employees who reside in different locations. Remote employment brings with it unique responsibilities and advantages that should not be abused or misused. If a remote employee requires a unique work environment that is deemed unreasonable by the employer or creates a situation which the City determines is not workable, the City may require that the employee work out of the appropriate City facility. If the employee could not do this, the City reserves the right to take other actions as required in accordance with City

policies. Specific conditions of remote employment shall be included in the employee's individual employment agreement.

11. Performance Appraisals and Job Evaluations

Employee performance evaluations are provided at least annually to non-probationary employees. The evaluations report progress and allow correction of any deficiencies, recognize employee strengths and special abilities as well as provide an opportunity to discuss areas that need improvement. Annual appraisals and evaluations should provide an ongoing performance record. This may be used as a supportive document for personnel actions such as promotions or demotions. They also provide employees an opportunity to discuss personal goals, City goals and means for improvement. Annual evaluations provide an opportune time to formulate or update the employees' job descriptions.

Probationary employees will receive informal feedback throughout their probationary period. The supervisor or the Mayor or his/her designee will formally evaluate the probationary employee at the end of the probationary period or as soon as is feasible, at which time the employee will be advised of his or her status (regular or terminated.)

The employee's immediate supervisor or the Mayor or his/her designee will complete the evaluation using their job description and the City personnel policy manual as the appraisal basis. The employee is encouraged to complete a preliminary self-appraisal to prepare for the evaluation meeting. The employee and the evaluator shall schedule a conference to discuss the employee's job performance and the job description. The conference will provide the opportunity for the employee to work with their supervisor or the Mayor or his/her designee to develop the employee's understanding of the position, annual goals, training needs, budget restraints/needs and improvement plan. If the employee, their supervisor or the Mayor or his/her designee do not agree on an evaluation result, the employee may respond in writing within 10 working days and attach the statement to the performance evaluation form.

The employee, their supervisor or the Mayor or his/her designee will sign and date the evaluation form. If the employee refuses to sign the evaluation form, documentation of their refusal will be added to their evaluation. The

employee's signature will indicate that the employee has reviewed the evaluation with their supervisor or the Mayor or his/her designee and understands the comments contained within the evaluation.

12. Work While Traveling out of the Office

City employees may be required to travel. When working away from the office, it is important for employees to maintain contact with the appropriate City office by frequently calling into the office to provide status reports and to check for messages.

Occasionally it may be necessary to get in touch with traveling employees. It is important for the employee to leave an itinerary with appropriate City staff, in the event the employee needs to be contacted. The employee should inform their supervisor of their route and travel plans so other City staff can assist in their safe arrival.

13. Use of City Equipment

All City equipment, (owned, leased or otherwise) shall be used for City business purposes only.

City Employees shall not permit non-city employees to use City equipment. Further provisions regarding use of City property are found in paragraph 14 (telephones), paragraph 15 (computers), and paragraph 25 (vehicles).

14. Telephone

City telephones are to be used for City business. Personal telephone calls should be kept at a minimum and should not interfere with the employee's work. Unless traveling, long distance charges are to be billed to the employee's personal calling card, collect to the call receiver, or to the employee's home number. Personal charges/bills to the City shall be the responsibility of the employee. Employees violating this policy may be subject to disciplinary action.

While traveling, employees may make calls to check in with their families/significant others. Such phone calls are to be made on a reasonable basis at City expense. The Mayor or his/her designee will notify employees if such phone calls become unreasonable or appear inappropriate at which

point disciplinary action may also occur.

15. Computer Usage

Use of the City's electronic communications equipment, systems and/or tools is a privilege. Electronic communications equipment should be used for activities that fall within the course and scope of the employee's job duties. Personal computer use that is deemed excessive or inappropriate by the City or computer use that is illegal is prohibited and may result disciplinary action. New employees will be given a period of instruction on the City's computer equipment by the Mayor and/or City Clerk as part of their new employee orientation. Upon completion of the period of instruction, a statement signed by the employee and their supervisor will be entered in the employee's personnel file. If the employee refuses to sign the statement, a written statement documenting their refusal will be added to their personnel file.

Email

Employees are responsible for the content and dissemination of their messages. This responsibility includes ensuring that their messages are accurate, courteous and that they do not violate another's right to privacy or confidentiality. If an employee has a question pertaining to the content of an email, they should consult with their supervisor.

Security

The City owns the contents of all files stored on its systems; all messages transmitted over its systems, and reserves the right to access them. E-mails may be accessed and monitored in the normal course of business by system administrators, supervisors and support staff. The City expressly reserves the right to monitor use of the Internet by employees.

16. Personnel Files

The City maintains records on every employee related to their employment with the City. The employee's personnel file will contain information such as employment application /resume or cover letter, performance evaluations, training records, commendations and awards, disciplinary records, and resignation/termination records. Such information will be obtained from the employee or from others with the employee's authorization. Any

information obtained for EEOC compliance (Form EEO-4) and/or any medical information will be kept in separate, confidential files and accessed only on a need-to-know basis as authorized by the MAYOR so long as it does not violate any laws, regulations or policies set forth in this manual.

Personnel files are confidential and only accessible to others on a need-to-know basis for personnel action. Upon request to the Mayor, employees may inspect and make copies of their personnel records. Employees should contact the Mayor to establish a convenient review time.

17. Alcohol-Free & Drug-Free Workplace
(THIS WILL NOT REPLACE AN ACTUAL DRUG TESTING POLICY)

In compliance with the Drug-Free Workplace Act of 1988, (Title 41-10-701 through 707, U.S.C. as amended), the City is committed to providing an alcohol-free and drug-free workplace. The City prohibits the unlawful manufacture, distribution, sale, possession or use of a controlled substance or alcohol in the workplace or while conducting business. All employees must comply with this policy and notify the Mayor or his/her designee in writing of any drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. The Mayor or his/her designee is responsible for notifying the appropriate federal granting agency of the conviction when the employee involved is working on a federal grant or contract, within ten (10) days of learning of the conviction. Employees who violate this policy may be subject to disciplinary action.

18. Harassment Prevention

It is the policy of the City that harassment will not be tolerated. Employees are expected to act in a professional, cooperative and respectful manner to all contacts, despite differences.

Sexual Harassment: According to the EEOC, sexual harassment may include, but is not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical advances of a sexual nature. For example:

- Occasions when such conduct, either explicitly or implicitly, is a term or condition of employment

- Submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting such individuals
- Such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Examples may include unwanted sexual advances or requests for sexual favors; sexual jokes or innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; gestures; suggestive objects of pictures or other physical, verbal or visual conduct of a sexual nature.

Other Harassment: Harassing behavior based on any other protected characteristic.

example: verbal, written or physical conduct that denigrates or shows hostility or aversion toward another because of his/her race, color, religion, national origin, creed, sex, marital status, genetic history, sexual orientation, political belief, age or disability

Any employee who perceives a conversation or event as harassment, whether the employee is involved or merely observed, should explain to the offender in a calm but firm manner that the action is perceived as inappropriate and that the employee wishes the behavior to stop. Should the harassment continue, the employee should report the activity to their supervisor, the Mayor or his/her designee, or in the event these individuals are involved, to a member of the City Council. The harassment allegation will be promptly investigated with due regard for confidentiality by the Mayor or his/her designee, the Clerk/Personnel Director, a designated Board Member, or an independent third party. The results of the investigation and the nature of the disciplinary action will be communicated to the complainant and the offender.

Either the offended employee or the offender may appeal the decision

through the normal grievance procedures if either submits a written statement concluding the findings were incorrect or the disciplinary action inappropriate. City will not tolerate retaliation against an employee who makes a good faith report of alleged sexual harassment or participates in a sexual harassment investigation. A follow-up review will be completed within 6 months after harassment allegations have been confirmed to ensure the sexual harassment has discontinued and all parties involved are not subjected to retaliatory behaviors.

19. Resignation/Termination

Employees who are voluntarily resigning from the City are requested to give a written notice with a minimum of two weeks. Employees will be provided their final paycheck within 15 calendar days or the next scheduled pay period, whichever is less.

Depending on the circumstances surrounding the resignation, employees who resign from the City may be eligible for re-employment. Former employees will be required to complete an application/resume, as determined, and proceed through the regular hiring procedure as other applicants. A former employee who is re-hired by the City will be considered a new employee and required to complete the six to twelve month probationary period. Date of service, for seniority purposes, will be the date of instatement of the subsequent hiring. Subsequent employment and participation in the retirement system will be made in accordance with the rules and regulations of the retirement plan, as well as all applicable federal and state laws.

The Mayor or his/her designee have authority to determine if City workload, funding or other business decisions are such that terminations (via layoff or reductions-in-force [RIF]) are required. Whenever possible, employees will be provided at least two (2) weeks advance notification before the layoff or RIF. Regular employees will not be terminated if temporary or short-term workers are employed in the same work classification. The insurance company will work in conjunction with the Clerk/Personnel Director to ensure relevant benefits information is forwarded to the employee at the last known address. Employees must keep the City informed of the address and telephone number where they can be contacted in the event of a recall. If the City is unable to contact an employee within seven days of the recall, the employee will be eliminated from the recall list and the City will have no

further obligation to recall that employee. The City will have no obligation to recall the employee if they have been on a continual layoff for a period of one (1) year.

Employees terminated by the City will have a letter issued stating the reason and the effective date of the termination. The terminated employee's final paycheck will be issued within 15 calendar days or the next scheduled pay period, whichever is less. Probationary employees may be discharged for any reason that the City deems appropriate within the twelve-month probationary period. The City will follow the procedure outlined in the Employee Discipline section to terminate a non-probationary employee. An employee terminated for cause does not retain his/her job or benefits pending any grievance appeal, but if he/she wins the grievance, such salary and benefits may be restored retroactively.

20. Health and Safety

The City has a safety program and complies with the Montana Safety Culture Act. Relevant safety regulations are addressed by delegating safety responsibilities, establishing procedures, providing training, inspecting workplaces, and providing/requiring the use of safety equipment, etc.

If an employee notices a potential hazard, they should repair the hazard if they are capable and qualified or they should promptly refer the problem to the supervisor, Mayor or his/her designee. Employees must use safe driving habits and wear seat belts while traveling in City vehicles. Employees required to drive automobiles or equipment will have driver's licenses periodically inspected, the Clerk/Personnel Director or the supervisor to ensure the employees have maintained required endorsements. Employees should not operate or use equipment if they are not authorized or do not have the appropriate licensure.

If an employee sustains an injury while on the job, they should notify their supervisor or the City Clerk or Assistant Clerk as soon as possible after the injury occurs and prior to leaving work for the day, if possible. An Accident Report and appropriate Worker's Compensation forms must be completed and the incident must be documented in writing by the injured employee and/or witnesses as soon as possible following the injury. The City maintains Worker's Compensation coverage pursuant to the provisions of

the Montana Worker's Compensation Act.

21. Workplace Violence

The City is committed to providing our staff a friendly, courteous and impartial work environment. The City acknowledges that human relationships are subject to conflict and that some employees may be exposed to violence by the nature of their jobs. The City is committed to maintaining a safe, healthful and efficient work environment in which acts of violence by employees or citizens will not be tolerated.

The City will strive to provide a safe and secure work environment. Employees should avoid or minimize potentially violent situations to protect themselves from harm. If an employee anticipates a particularly confrontational situation, they should notify their supervisor, the Mayor or his/her designee so that additional security can be arranged. When a situation begins amicably but turns hostile, employees should try to de-escalate the situation. If de-escalation tactics don't work, they should withdraw from the situation. Force should not be used unless it is absolutely necessary for self-defense.

Threats or acts of violence experienced or witnessed should be reported to the employee's supervisor or the Mayor or his/her designee as soon as possible. The City will promptly investigate any complaint received that pertains to workplace violence. The City will take appropriate, prompt actions against any employee who engages in any threatening or intimidating behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures.

This policy prohibits employees from bringing unauthorized firearms or other weapons (including pepper spray, stun guns, batons, etc) onto City premises. Employees are also prohibited from carrying unauthorized firearms or other weapons in City vehicles or in personal vehicles if conducting City business.

If a City employee has violated this policy, such action may warrant disciplinary action, up to and including termination. If necessary or appropriate, the City will notify the necessary law enforcement personnel and prosecute violators of this policy.

If there is fear that the domestic violence could result in workplace violence, employees should notify their supervisor or the Mayor or his/her designee immediately so appropriate security measures can be arranged.

22. Time Sheets and Payday

Time sheets for the month are to be completed by all employees and submitted to their supervisors when they are requested or when payroll needs to be processed. Time cards are due no later than the 25th and checks are done no later than end of the month. In the event an employee is unavailable to complete and submit his or her time sheet, he or she may complete the time sheet in advance or call the supervisor and relay the information. Time sheets must include the employee's name and hours worked on a daily basis, holiday time, sick leave used, vacation leave used, leave without pay, etc. The employee must sign the time sheets attesting that all time worked and leave used is reported for the period. The employee's supervisor and/or the Mayor or his/her designee will review and sign the time sheets.

City employees are paid one time per month. Permanent full-time employees may receive a draw in the middle of the month for up to half their monthly net pay. The employee's supervisor or the Assistant Clerk will distribute the paychecks to employees, unless electronic transmission of payroll is utilized. If the employee desires to release their pay to another authorized person, they shall notify the Clerk/Personnel Director in writing.

23. Working Hours/Work Week

Normal working hours are from 8:00 a.m. to 5:00 p.m. Monday through Thursday. Friday working hours are 8:00 a.m. to 12:00 p.m. Most employees are expected to adhere to this schedule, however alternative schedules may be considered by the supervisor or the Mayor. The workweek will begin on Sunday at 12:00 a.m. and end on Saturday at 11:59 p.m. Office hours are 9:00 a.m. to 5:00 p.m. Monday through Thursday and 9:00 a.m. to 12:00 p.m. on Friday.

Nonexempt employees working over 40 hours per week will be paid overtime at 1 1/2 times their hourly wage rate. If the supervisor and the

employee agree, the non-exempt employee can elect to accumulate compensatory time (comp. time) for use as time-off at a future date at a rate of 1 1/2 times the number of hours worked over the 40 hour work week. Non-exempt employees must receive authorization to work overtime or comp time hours from their supervisor, prior to working the additional hours. Any accrued comp time hours will be paid to non-exempt employees upon termination of the employment relationship. No employee shall accrue more than 40 comp time hours.

Exempt employees do not receive compensatory time for hours worked over 40 hours per week. Lunch periods are one hour. If an employee needs to take a longer lunch hour, it should not interfere with the employee's performance of their duties. Lunch periods are to be taken at a time approved by the supervisors and are staggered among the employees to ensure effective service to the residents of City.

Employees may take one 15-minute break when they are scheduled to work four consecutive hours. Break periods are paid, but may not exceed 15 minutes per four consecutive hour period. Additional breaks for exempt employees should not interfere with the employee's performance of their duties.

24. Travel and Expense Reports/Reimbursement

All employees shall have their travel approved by the supervisor, Mayor or his/her designee. All employees traveling on City business are required to provide verification of driver's license with appropriate endorsements for the types of equipment operated.

Employees completing City business may be compensated for travel expenses, meals, mileage and/or incidental expenses at a rate established by the City. Receipts must be included for lodging, travel, and appropriate ancillaries. If meals are included in tuition, registration fees, or hotel charges, or if only a fraction of the day is authorized for travel, the per diem or expense allowance shall be reduced accordingly.

Employees may be able to use a City vehicle when traveling. Unsafe vehicle conditions or conditions in need of repair must be reported to a supervisor and/or the Mayor or his/ her designee immediately, (See the Use

of City Vehicle/Vehicle Accident section).

If a City vehicle is not available, employees may use their own vehicle and receive a mileage reimbursement. When employees use their own vehicles for City business, they are required to provide proof of liability insurance coverage.

Employees may request an expense advance as approved by the supervisor to offset undue financial hardship on employees traveling for City business. The advance must be justified with reasonable requests for meals, lodging, gasoline cost, public transportation, etc. Pre-approved registration fees and lodging expenses can be paid directly to the training agency or hotel in advance or reimbursed to the employee upon return. The employee must provide an itemized expense report with attached receipts documenting the expenditures of the trip. If the travel advance exceeds the receipts documenting expenditures, the employee must reimburse the City the difference. Any legitimate balance owed to the employee for receipts exceeding the travel advance will be reimbursed by the City.

Willful misrepresentation of expenses or receipts is unlawful and may result in disciplinary action.

25. Use of City Vehicles

City shall designate the positions that require the use of City vehicles on a take-home basis. All City vehicles are to be primarily used for business-related purposes and, if possible, are to be available and shared among all employees when needed for business-related travel. Employees using a City vehicle will be required to keep a mileage and maintenance log. On an annual basis, employees that are issued a City vehicle on a take-home basis will be required to report private use mileage. Employees who believe their position warrants the designation of a City vehicle should discuss such during the annual evaluation period when other budgetary items are reviewed.

Employees using a City vehicle must observe and obey traffic regulations and exhibit extreme care of the vehicle. Employees and other authorized passengers are required to wear seat belts at all times. Vehicles shall be parked in an authorized, or unrestricted, space. When the vehicle is left

unattended, the employee must secure the vehicle by rolling-up all windows and locking all of the doors. Employees are expected to clean the company car upon return from their trips by removing garbage and washing the vehicle, as required. Employees are prohibited from smoking in the City vehicles.

Employees should report unsafe vehicle conditions or conditions in need of repair to the supervisor or Mayor or his/her designee immediately.

Vehicle Accidents

When an employee is involved in a motor vehicle accident with a City vehicle, the employee must notify the supervisor or Mayor or his/her designee immediately. The employee should detail, in writing, the accident and situations leading up to the accident. Law enforcement should be contacted to complete an investigation of the accident. Employees must cooperate with, and are permitted to discuss the incident with Emergency Services Personnel, the Mayor or his/her designee, insurance adjusters and law enforcement.

Upon returning to the City office, an account of the accident should be provided in writing to the supervisor and the City Clerk. The employee may also be asked to assist with completing the necessary forms for insurance claims. The supervisor or Mayor or his/her designee shall conduct an investigation of the facts and situations of the accident to determine if disciplinary measures are warranted. Accidents where the City employee was driving or operating machinery under the influence of alcohol or illegal drugs (which is absolutely prohibited) may result in discipline.

If an employee is involved in an accident while using his or her privately owned vehicle (POV) when on official business performing duties within the scope of his or her employment, the employee must notify the supervisor or Mayor or his/her designee immediately. The employee should detail, in writing, the accident and situations leading up to the accident. The City may be responsible for any tort liability (but not damage to the employee's personal vehicle since the mileage reimbursement by the City for use of POV includes costs for the employee's insurance to cover such occurrences). If an accident occurs during personal travel after work hours or on the weekend, the employee—not the City—would be responsible for any tort

liability. Accidents where the City employee was driving or operating machinery under the influence of alcohol or illegal drugs (which is absolutely prohibited) may result in discipline.

26. Holidays

City will observe the same holidays as recognized by the State of Montana.

- January 1 - New Year's Day
- Third Monday in January - Martin Luther King Day
- Third Monday in February – President's Day
- Last Monday in May - Memorial Day
- June 19th - Juneteenth National Freedom Day
- July 4 - Independence Day
- First Monday in September - Labor Day
- Second Monday in October - Columbus Day
- First Tuesday in November during Congressional/Gubernatorial Election Years - State General Election Day
- November 11 – Veterans' Day
- Fourth Thursday in November - Thanksgiving Day
- The day after Thanksgiving but employees must take a Vacation Day unless employees want to work that day.
- December 25 - Christmas Day

If a holiday falls on a Saturday, the Friday preceding is observed as a holiday. If a holiday falls on a Sunday, the following Monday is observed as the holiday.

If one or more regular holidays fall in the period of an employee's annual vacation leave, the vacation record will be credited for the holiday. If a holiday falls on an employee's regularly scheduled day off, the employee will be granted another day off as agreed upon by the employee and their supervisor.

Regular part-time and seasonal employees shall receive a pro rata share of compensation at their regular straight time hourly rate.

27. Annual Leave/Vacation

Each regular full-time, regular part-time employee and seasonal employee shall earn annual leave from the first day of employment, but will not be eligible to take the accrued leave until the employee successfully completes a six-month qualifying period.

Regular full-time employees accrue vacation leave as follows:

<u>Time worked</u>	<u>Work day credit per year</u>	<u>Hours per month based on an 8 hr day</u>
1 day through 10 years	15	10
10 years through 15 years	18	12
15 years through 20 years	21	14
20 years and over	24	16

Regular part-time employees are entitled to prorate their vacation leave if they have worked the qualifying six-month period. Vacation benefits are based upon the hours worked during the pay period.

Temporary and seasonal employees earn annual leave, however they must be employed for six qualifying months before they may use the annual leave. In order to qualify, seasonal employees shall immediately report back for work when operations resume in order to avoid a break in service.

The maximum annual leave amount accumulated is twice the number of days earned annually at the end of any calendar year. Vacation leave exceeding the maximum amount must be used within 90 calendar days of the next calendar year in which the excess was accrued or it will be forfeited.

Requests for annual leave must be submitted in advance and pre-approved by the employee’s supervisor and the Mayor or his/her designee. The annual leave will be approved after considering the best interest of the City, the employee’s unit, and the employee’s request. Employees who need to use annual leave due to extenuating circumstances before they finish the qualifying period may ask their supervisor, the Mayor or his/her designee to grant paid annual leave with the understanding that their leave balance will be affected if their employment is terminated before completing the qualifying period. Should two employees request the same period of vacation, their supervisor or the Mayor or his/her designee has discretion regarding the approval of leave requests.

An employee, who has passed the six-month qualifying period and has separated from the service of the City for any reason, shall be entitled upon termination to cash compensation pay-out for unused vacation leave. The payout will be based upon the employee's salary at time of termination.

28. Sick Leave

All regular full-time employees earn sick leave from the first day of employment; however, they are not entitled to use paid sick leave until they have been employed continuously for the qualifying period of 90 days. Employees who are sick before they finish the qualifying period may ask their supervisor to grant paid sick leave with the understanding that their leave balance will be affected if their employment is terminated before completing the qualifying period. For calculating sick leave, 2,080 hours (52 weeks X 40 hours) equals one year. Sick leave must be credited at the end of each pay period. Sick leave is earned at a rate of twelve working days for each year of service without restriction as to the number of working days that may be accumulated. Employees may not accrue sick leave while in a leave-without-pay status.

Regular part-time employees earn a prorated amount of sick leave if they have worked the qualifying period. Full-time temporary and seasonal employees are entitled to sick leave benefits provided they work the qualifying period.

Employees may use sick leave for personal illness or physical incapacity, sickness of immediate family member, or death in the immediate family of employee (refer to bereavement leave). Immediate family is defined as the employee's spouse, any member of the employee's house hold, or any parent, child, grandparent, or grandchild, and corresponding step or in-law relationships. Sick leave benefits shall apply to bona fide cases of sickness, accidents, doctor or dental appointments, maternity/paternity leave, and requests for the employees' presence due to immediate relatives' illness or emergency. Employees using sick leave that exceeds five consecutive workdays shall furnish a medical certification for purposes of using sick leave upon request of their supervisor or the Mayor or his/her designee.

An employee, who has passed the 90 day qualifying period are to be paid $\frac{1}{4}$

of unused sick leave.

Employees will be permitted to transfer sick leave from one employee to another. The contributing employee must make the transfer request in writing and must maintain at least 40 hours of sick leave. The transferred sick leave will not change the receiving employee's employment status. The transferred sick leave is considered forfeited by the contributing employee and additional sick leave must be re-accrued. Employees shall not be coerced, intimidated or adversely persuaded to transfer their accrued sick leave to the receiving employee. Doing so may result in disciplinary action.

At the City's request and expense, an employee may be subject to an examination by a physician following a sick leave or other absence occasioned by illness or injury to ensure the employee can complete the necessary functions of the position. Abuse of sick leave may result in disciplinary action.

29. Pregnancy Leave

The City will conform to the Pregnancy Discrimination Act (Civil Rights Act of 1964 as amended, Title VII, Section 701 et seq.) as well as all relevant pregnancy leave provisions in federal, state and local statutes. A female employee will not be terminated because of her pregnancy. Employees who are disabled as a result of pregnancy will not be denied any compensation that they are entitled to as a result of the accumulation of leave benefits accrued; however, the City reserves the right to require medical verification that the employee is not able to perform employment duties. The City will grant the employee a reasonable leave of absence for pregnancy but will not require an employee take a mandatory maternity leave for an unreasonable length of time.

Employees should notify their supervisor of a desire to take Maternity Leave upon confirmation of pregnancy. As soon as reasonable, the employee should report the expected due date, the estimated leave of absence, and anticipated complications that may affect current leave requests.

Upon signifying intent to return to work at the end of the leave of absence, the employee will be reinstated to the original job and/or equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits,

and other benefits.

Breast Feeding in the Workplace Policy

Women returning from maternity leave who wish to continue breastfeeding or separate expression of milk for their child(ren) will be provided a private space (other than a toilet stall) with suitable lighting and electricity if necessary for pumping apparatus. The selection of the space will be made on a case-by-case basis in consultation with the employee. Standard break times will be primarily utilized with additional unpaid break time provided as mutually agreed upon. Additionally, the City will make every effort to provide suitable facilities for milk storage during the employee's daily work period. All requirements listed in MCA 39-2-215, 39-2-216, 39-2-217, whether or not specifically listed here, will be complied with.

30. Public Office Leave

Employees elected or appointed to a public office shall be granted an unpaid leave of absence, not to exceed 180 days per year while performing the public service. Employees will be restored to their positions, with the same seniority, status, compensation, hours, locality, and benefits as existed prior to their leaves of absence for public service. Employees must return to work within 10 days following the completion of the service unless they are unable to return due to an illness that has been certified by a medical doctor. The City will comply with all relevant restrictions and guidelines provided within the Hatch Act, (5 U.S.C. 7321 through 7326, as amended).

31. Absence without Authorization

Absence is the failure to report for work and/or to remain at work as scheduled. It includes late arrivals and early departures as well as absence for an entire day. Regular and punctual attendance is essential for efficient operations. If an employee does not know in advance that they will be absent or unavoidably late, they should telephone the office to ensure their supervisor, and the staff is notified. Failure to request advance approval or to report an absence as described above may result in disciplinary action. An employee who fails to call in for three successive days to report such absences may be considered to have voluntarily terminated employment

with the City.

Employees with above average absenteeism may be required to document the reasons, including providing a doctor's certificate or other evidence and verification. Upon returning to work from an unexcused absence, the employee must report to his or her supervisor and disclose the reason for the absence. If the reason is not acceptable, it may result in disciplinary action.

32. Leave-without-Pay

Leave-without-pay may be granted for any cause as determined by the Mayor or his/her designee so long as it doesn't violate any laws, regulations or policies set forth in this manual. Employees may be granted leave without pay for a specified time generally not to exceed one hundred eighty (180) calendar days during their employment period.

Whenever possible, the employee should provide their supervisor and the MAYOR or his/her designee with at least 30 days' notice so workloads/tasks can be covered. To request leave without pay, employees must provide their supervisor, the Mayor or his/her designee the beginning and ending dates of the leave and the reason for the requested leave.

Vacation and sick leave cease to accrue during leave-without-pay. Employees will not be allowed to use sick or annual leave and will not receive holiday pay while on leave-without-pay status.

The City will pay the City portion of the employees' Health Insurance for 30 days from the first day of the approved leave without pay. However, the employee may choose to continue insurance coverage during the leave by paying the whole amount of the MMIA premiums on a monthly basis. According to the MMIA contract/Plan Document/Summary Plan Description for Standard Plans it state "A participant whose Active Service ceases because of a result of approve leave of absence may remain covered as an Employee in Active Service for a period of twelve (12) weeks.

Depending upon the circumstances, employees still in their probationary period may be allowed to take a leave without pay. However, if leave is granted, their probationary period will be extended by the amount of time taken during the leave.

An employee who fails to return to work on his or her regularly scheduled work day after the pre-approved leave-without-pay period will be considered to have voluntarily resigned unless the leave period is extended, in advance, by their supervisor and the Mayor or his/her designee. Providing false or misleading information or reasons to justify leave-without-pay may result in disciplinary action.

33. Attendance

Employees are expected to report to work as scheduled by their supervisor. If the employee is late to the point where it will impact their job duties, they must contact their supervisor with an explanation. If the tardiness/ absence is deemed unreasonable, it may result in disciplinary action. Advance notice should be given if possible to allow for a replacement to be scheduled, if necessary. If the employee's supervisor is unavailable, a message should be left with the senior staff member explaining the situation. Failure to notify the office of an absence or tardiness may result in disciplinary action.

34. Funeral Leave

In case of a death in the immediate family, an employee will be granted three days of Bereavement Leave that will not be charged to the employee's accumulated sick leave or annual leave. If additional time is required, an employee may be allowed additional days for bereavement purposes via the use of sick leave or annual leave, with prior supervisor's approval. (See definitions for immediate family).

In case of a death of a family member, outside the immediate family, or another person with prior supervisor's approval, an employee will be granted one day of Bereavement Leave that will not be charged to an employee's sick leave or annual leave. If additional time is required, an employee may be allowed additional days for bereavement purposes via the use of annual leave.

35. Jury and Witness Duty Leave

Any regular full-time or regular part-time employee who is required to serve on a jury shall be allowed authorized leave with pay less any amount received (jury or witness fees) for such service. This may also include when an employee is subpoenaed as a witness or required to appear before a court or legislative committee/quasi-judicial body in response to a subpoena or other directive. A probationary employee called will have his/her probationary period extended by the same amount of time as required for serving on jury duty. An employee who received notice of jury duty or witness service must notify his/her supervisor immediately in order that arrangements may be made to cover the position. The City reserves the right to request that an employee who is called for jury duty be excused if their absence would create a hardship on the operational effectiveness of the department to which they are assigned.

The employee is responsible to turn over jury or witness fees to the Clerk/Personnel Director, excluding mileage and actual expense fees. If an employee chooses to use vacation leave, the employee may keep their jury or witness fees in addition to their mileage and actual expense fees. The employee may keep any witness fees or court payment if the services are performed on the days of his/her regularly scheduled weekend or days off. Benefits continue to accrue while an employee is on jury duty. If excused as a juror on any given day, the employee is expected to contact his or her supervisor and to report to work as instructed.

36. Military Leave

The CITY shall comply with all provisions outlined in the Uniformed Services Employment and Reemployment Rights Act (USERRA, 38 USC Sec. 4301, [4321] et seq) as well as all relevant state laws (to include Montana Military Service Employment Rights Act, MCA 10-1-1001 to 10-1-1027 et seq) as well as all relevant state laws covering members of the Montana Army and Air National Guard.

An employee who is a member of the Montana National Guard or any United States military force or Reserve Corps and who has been an employee for a period of six months shall be given leave of absence with pay accruing at a rate of 120 hours per calendar year, for performing military service. This leave will not be charged against the employee's annual vacation time. Unused military leave must be carried over to the next

calendar year if applicable, but may not exceed a total of 240 hours in any calendar year. Employees employed less than six months are entitled to unpaid leave for the purposes listed above.

37. Educational Leave/Training

The City encourages training for employees where the training improves employee productivity, knowledge and skills when City's services and programs will be more efficient and effective. The City may provide full or partial funding for training that is a work-related program, seminar, conference, convention, etc., and is pre-approved by the employee's supervisor.

Employees should consider training needs during annual evaluations, particularly if the training requires extensive time from work, is of significant cost and/or requires out-of-state travel. The MAYOR or his/her designee may evaluate such training courses to ensure maximum value of the course. Additionally, the training may be delayed until future fiscal years to include the expense within the budget.

38. Participation in Community Organizations

The City views personal development through service involvement as beneficial to the employee as well as positive exposure for our organization. Employees should consult with their supervisor, who will discuss with the Mayor or his/her designee before volunteering for such organization if work time may be required to attend activities, fundraisers, meetings, etc. Employees that have received pre-authorization from their supervisor may attend such functions as excused, paid absence without using vacation leave. The employee's supervisor will monitor the work time required to attend such functions to ensure the time is reasonable and the activity is projecting a positive image for the City.

39. Participation in Professional Organizations

The City views personal development through professional organizations as essential to keep abreast of changing laws, rules, and legal opinions as well as maintaining a network of professional colleagues which are beneficial for

research, feedback and productive information. Professional contacts are also beneficial for the growth and image of the City.

Employees are encouraged to pursue professional organization affiliations that represent a positive effect in the community, organization or community. Employees should consult with their supervisor who will consult Mayor or his/her designee before joining such organization if work time may be required to attend activities, training, meetings, etc. Employees that have received pre-authorization from their supervisor may attend such functions as excused, paid absence without using vacation leave. The employee's supervisor will monitor the work time required to attend such functions to ensure the time is reasonable and the activity is projecting a positive image for the City.

40. Licensing Fees

The City recognizes employees that associate with various organizations or maintain certifications or licenses are beneficial to the Membership and the Organization. If the City has requested that an employee obtain a license, the City will pay for the licensing fees and/or annual renewal fees.

All employees are encouraged to visit with their supervisor, particularly during the annual evaluations, so that the cost of maintaining a current license or the costs for a licensure that the employee would like to obtain can be included within the budget process.

41. Insurance

Regular employees may participate in the City's benefit plan after 90 days from the date of hire. The City will pay a specified dollar amount into the benefit plan that the employee can use to pay for options elected.

Specific benefits of the benefit plan are described in the Plan Document and Summary Plan Description (attached as an Appendix and available from the Clerk/Personnel Director). For employees utilizing specific insurance products, the insurance plan documents will be forwarded to them directly from the Insurance Provider (currently MMIA). The Insurance Provider will also supply insurance cards for the covered employee/dependents directly to the employee.

42. Retirement

Get PERS/INSURANCE information as required.

43. Personal Appearance and Demeanor

Employees are expected to dress appropriately for their position, their daily activities, and their expected public contact. Employees attending business meetings, board meetings or other related contact should dress professionally in business attire. The office, though a casual atmosphere, may receive visitors, board members, etc. and all personnel are to be dressed appropriately. Hair and cloths should be neat. Any part of an employee's dress, appearance or hygiene that is deemed unprofessional or that may endanger the employee and/or staff may be prohibited by the Mayor or his/her designee. The Mayor or his/her designee may order an employee to take unpaid time to go home and change or bathe if their attire is not considered appropriate or hygienic.

44. Smoking

City buildings are non-smoking facilities. Employees may smoke during scheduled break periods and must smoke in designated smoking areas outside the building. No smoking is allowed within 100 feet of City buildings or vehicles.

45. Sales Calls

Sales Calls from professional sales people are allowed to take place only at the discretion of the Mayor or his/her designee, so long as it is done in a consistent and fair manner. Employees requesting charitable contributions or selling products should visit with fellow employees before or after work, during lunch hour or breaks. Employees may also choose to circulate a catalog among co-workers to preview at their convenience. Employees

should not be made to feel obligated to purchase items.

46. Discipline

Upon suspected violation of federal, state or local laws, City rules and/or regulations, employee conduct/behavior/performance standards, or City policies, the employee may be subject to disciplinary action. The supervisor of the employee in question shall notify the Mayor or his/her designee. The Mayor or his/her designee will task the supervisor and/or the Clerk/Personnel Director to fully investigate and document situations that may require disciplinary action. Employees may be placed on Administrative Leave (with or without pay) pending investigation. The employee will be interviewed during the investigation process. Prior to the investigation interview, the Mayor or his/her designee will inform the employee of the suspected violation and in general terms what the interview will be regarding.

[The supervisor, Mayor or his/her designee, as well as the employee may request an attendee to accompany them in the interview, if desired. The attendee, however, will be permitted for observation only and will not be permitted to participate in the interview.]

The supervisor, the employee being investigated, the Clerk/Personnel Director (if it is determined that they should attend) and the Mayor or his/her designee will meet and conduct the interview.

Upon conclusion of the investigation, it will be decided whether or not discipline needs to occur. The Mayor or his/her designee shall inform the employee of the results of the investigation. If deemed necessary, the Clerk/Personnel Director or Assistant Clerk shall be present to document the hearing. During the hearing, the employee will be able to respond to the findings of the investigation. Upon completion of the hearing, the Mayor or his/her designee will write a letter to the employee documenting the investigation and hearing process has been completed, stating the findings and declaring the appropriate form of discipline as determined by the City.

If the employee doesn't agree that the discipline was warranted or if they consider the disciplinary action inappropriate, the employee may follow the grievance procedure. Appropriate discipline, as determined by the City will be rendered in one of the following forms:

Oral Reprimand

The MAYOR or his/her designee will meet with the employee and explain the problem as well as the necessary action required to correct the problem. The Mayor or his/her designee will also outline the time period in which the employee must correct the problem and the consequences should the employee not conform or comply with the necessary action. The Mayor or his/her designee will summarize the conversation with the employee in writing to document the disciplinary procedure as an oral reprimand. The employee and the Mayor or his/her designee will sign the summary which attests that the meeting took place, that the employee understood the problem and the corrective action required. The summary will be placed in the employee's personnel file.

Written Reprimand

The Mayor or his/her designee will document the problem in a letter to the employee. The Mayor or his/her designee will meet with the employee, present the letter, and explain the problem. During the meeting the Mayor or his/her designee will clarify the necessary corrective action, the time period to conform or comply with the corrective action, and the consequences should the employee not satisfactorily complete the necessary action. The letter to the employee will clarify that the employee is receiving a written reprimand as the disciplinary procedure. A copy of the letter must be signed by the employee that attests the employee participated in the meeting, understood the problem and the corrective action required, and received the written reprimand.

Suspension (with or without pay)

The Mayor or his/her designee will document the problem in a letter to the employee and indicate whether the employee is being suspended with or without pay. The Mayor or his/her designee will meet with the employee, present the letter, explain the problem and inform the employee of the severity of the discipline received. During the meeting the Mayor or his/her designee will clarify the necessary corrective action, the time period to conform or comply with the corrective action, and the consequences should

the employee not do the necessary action. The letter to the employee will clarify the effective dates of the suspension (with or without pay) and the date and work schedule and the date that the employee is to return to work. A copy of the letter must be signed by the employee that attests the employee participated in the meeting, understood the problem and the corrective action required, and that the form of discipline was suspension (with or without pay).

Demotion - Loss of Duty

The Mayor or his/her designee will document the problem in a letter to the employee and indicate the specific conditions of the demotion to include modified job duties and compensation, as warranted. The Mayor or his/her designee will meet with the employee, present the letter, explain the problem and inform the employee of the severity of the discipline received. During the meeting, the Mayor or his/her designee will clarify the necessary corrective action, the time period to conform or comply with the corrective action and the consequences should the employee not do the necessary action. The Mayor or his/her designee will determine if the demotion is a temporary disciplinary measure or a permanent job modification. In the event the demotion is a permanent job modification, the employee's job description will be updated to reflect such. A copy of the letter must be signed by the employee that attests the employee participated in the meeting, understood the problem and the corrective action required and that the form of discipline was a temporary or permanent demotion and loss of job duties/responsibilities. If the employee's job description was updated, the employee must sign the updated job description to reflect that the employee has had the modified duties communicated to the employee.

Termination

If the appropriate disciplinary action is termination, a letter to the employee will document the problem and summarize the results of the investigation and hearing. The letter will detail the effective cause and date of discharge. The letter shall also include a copy of the Grievance Procedure Policies advising the employee of their right to use the procedures and to have the termination reviewed by **APPROPRIATE CITY AUTHORITY**.

47. Grievance Procedure

Employees are allowed to use the grievance procedure without penalty,

harassment or retaliation for doing so. Each grievance will be fully processed until the employee receives a satisfactory decision/explanation or until the employee's right of appeal is exhausted.

Employees should attempt to resolve all disputes prior to involving the Mayor or his/her designee. Employees are encouraged to discuss disputes with their supervisors informally and in a timely fashion. The Clerk/Personnel Director may attend meetings between the supervisor and employee if necessary. In the event a dispute cannot be resolved informally, the employee should file a grievance, in writing, to the supervisor and/or their designee within ten days of the occurrence of the disputed issue. The written grievance should outline the disputed issue, relevant facts, and appropriate remedy. Upon receipt of the written grievance, the supervisor and/or their designee will investigate the dispute and respond to the grievance within ten working days of receipt of the grievance.

If the response is not acceptable to the employee, the employee may proceed to the next step. The employee may forward the written grievance and supervisor and/or their designee's response to the Mayor or his/her designee within 14 calendar days from the date of the supervisor and/or their designee's response. The Mayor or his/her designee will investigate the grievance. The Mayor or his/her designee shall conclude their investigation and write a report within 30 calendar days from receipt of the grievance appeal. This step concludes the final appeal process for the employee.

Information concerning employee grievances is confidential information and is to be discussed only with individuals involved in the investigation or on a need-to-know basis. Management decisions on grievances will not set precedent and are at the discretion of the Mayor or his/her designee so long as it does not violate any laws, regulations or policies set forth in this manual. Management decisions are not binding on future grievances unless they are officially stated as a policy.

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

I, Gussie Phone # _____

request the following item be placed on the agenda for
the March 9 2026, 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: 6:00 pm

Action: Ordinance #359
Second Reading

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

ORDINANCE NO. 369

**AN ORDINANCE ADOPTING SPEEDING AS A MUNICIPAL INFRACTION
UNDER MCA §7-1-4150**

SECTION 1. Purpose and Authority.

Whereas, this ordinance is adopted pursuant to the authority granted to municipalities under MCA § 7-1-4150, which permits a municipality to designate violations of municipal ordinances and certain state-law fine-only offenses as municipal infractions punishable by civil penalty.

SECTION 2. Adoption of Speed Regulations.

Whereas, the City of Thompson Falls hereby adopts by reference the speed restrictions contained in MCA Title 61, Chapter 8, Part 3, including all amendments thereto, as the speed regulations applicable within the corporate limits of the City.

A violation of any adopted speed restriction occurring within the City limits is hereby declared a municipal infraction.

SECTION 3. Civil Penalties.

1. The civil penalty for a municipal infraction established under this ordinance shall not exceed the maximum penalty provided under the corresponding state speeding statute adopted by reference.
2. If the speeding violation constitutes a criminal offense under state law that is punishable only by a fine, the City shall impose all **mandatory statutory surcharges** required by MCA §§ 3-1-317(1)(a), 3-1-318(1), and 46-18-236(6)(a), and such surcharges shall be distributed as required by state law.

SECTION 4. Enforcement and Civil Citations.

1. Any peace officer or code enforcement officer authorized by the City may issue a civil citation to a person who commits a municipal infraction.
2. Each citation must contain the information required by MCA §7-1-4150(4), including:
 - a. name and address of the defendant,
 - b. description of the infraction,
 - c. location and time,
 - d. civil penalty amount or alternate relief sought,

- e. manner and time for payment,
- f. time and place of court appearance, and
- g. penalty for failure to appear.

SECTION 5. Jurisdiction.

The Thompson Falls City Court shall have jurisdiction over all municipal infractions established by this ordinance.

SECTION 6. No Dual Prosecution.

WHEREAS a person may not be prosecuted for the same act under both this municipal infraction ordinance and the corresponding state criminal offense on which the infraction is based, as required by MCA § 7-1-4150(3)(c).

SECTION 7. Disposition of Penalties.

Whereas, all civil penalties collected under this ordinance shall be deposited into the City of Thompson Falls General Fund, unless otherwise required by state law for mandatory surcharges.

SECTION 8. Public Notice.

Whereas, the proposed ordinance will undergo a second reading at the next regular meeting of the Thompson Falls City Council. During the second reading, the Council will review the ordinance in its final form, take public comment, and consider a motion for final adoption. Final passage may occur at this meeting if approved by a majority of the Council. The second reading serves as the public's formal opportunity to comment on the ordinance before it becomes eligible for adoption.

SECTION 9. Publication of Notice of Intent.

Whereas, the City Council hereby directs that notice of the Council's intent to adopt this ordinance be published in accordance with § 7-1-4127, MCA. The notice shall be published twice, with the first publication occurring not less than five business days prior to the Council meeting at which final action will be considered, and shall include the date, time, and place of the meeting; a brief statement of the proposed ordinance; and the name, address, and telephone number of the City official designated to provide additional information. If newspaper publication is unavailable or insufficient under § 7-1-4127, the notice shall be posted in the three public places designated by ordinance, and on the City's website if active.

SECTION 10. Severability.

If any section, subsection, or provision of this ordinance is held invalid, the remaining portions shall remain in full force and effect.

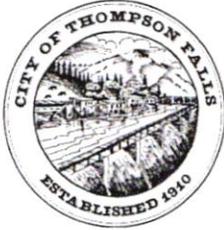
SECTION 11. Effective Date.

This ordinance shall be effective thirty (30) days after passage and approval.

**PASSED AND ADOPTED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR OF
THE CITY OF THOMPSON FALLS, MONTANA THIS 9TH DAY OF March, 2026.**

By: _____
Gussie O'Connor, Mayor

Attest: _____
Kelliann Barton, Acting City Clerk/Treasurer



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

I, Gussie Phone # _____

request the following item be placed on the agenda for
the March 9 2026, 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: 6:00 pm

Action: Wastewater Ph. 3 & 4 Pay

Application for Reimbursement

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

From: Craig Erickson <cerickson@greatwesteng.com>
Sent: Tuesday, March 3, 2026 7:47 PM
To: Gussie O'Connor (tfallsmayor@blackfoot.net); Kelliann Barton (tfl3557@blackfoot.net)
Cc: Carrie Gardner; Craig Erickson
Subject: Thompson Falls Wastewater - Requests for Funds
Attachments: Requests for Funds_SRF#2 & CDBG#19.pdf; T Falls_Ph3_Ph4_Budget_Status_Invoice_March 2026.xlsx

Gussie and Kelliann,

We have sent you files containing all documents associated with the last requests for funds for the Phase 3 and Phase 4 revenue bonds and the CDBG grant. Please note that the CDBG request includes two invoices. Great West #38726 and #39008. The engineering invoice summary for #38726 was signed last month.

The following table summarizes the invoices and the charges for which the city is requesting funds. The SRF Disbursement includes both charges attributed to the Phase 3 Revenue Bond and the Phase 4 Revenue Bond. The total amount requested is rounded up to \$531,734.00

Vendor Name	Invoice #	Invoice Date	Amount	CDBG	RevBan #3	RevBan #4
Great West - CDBG Direct Benefit Admin	38726	01/23/26	\$ 986.25	\$ 986.25	\$ -	\$ -
Setpoint Services	347	01/31/26	\$ 9,725.00	\$ -	\$ -	\$ 9,725.00
Great West - Construction Management	39007	02/27/26	\$ 60,000.00	\$ -	\$ -	\$ 60,000.00
Great West - RPR	39007	02/27/26	\$ 49,726.59	\$ -	\$ -	\$ 49,726.59
Great West - CDBG Direct Benefit Admin	39008	02/27/26	\$ 6,271.64	\$ 6,271.64	\$ -	\$ -
Great West - Gen Grant Admin	39009	02/27/26	\$ 6,010.75	\$ -	\$ -	\$ 6,010.75
S&L Underground	6	02/27/26	\$ 402,208.70	\$ -	\$ 141,368.36	\$ 260,840.34
MT Dept of Revenue 1% Gross Receipts	6	02/27/26	\$ 4,062.71	\$ -	\$ 1,427.96	\$ 2,634.75
Totals			\$ 538,991.64	\$ 7,257.89	\$ 142,796.32	\$ 388,937.43

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

- SRF Disbursement Report #2 – PDF page 1
- CDBG Request for Funds #19 – PDF page 2
- Engineering Invoice Summary for invoices 39007, 39008, and 39009 – PDF page 16
- Contractor's Application for Payment #6 – PDF page 24
- CGR #2 of Pay Application #6 – PDF page 28

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)

REQUEST FOR FUNDS FORM

SECTION I - CDBG RECIPIENT INFORMATION				
CDBG CONTRACT NUMBER: MT-CDBG-20PF-03	DRAWDOWN NUMBER: 19	TOTAL AMOUNT REQUESTED \$7,257.89		
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	\$ 41,621.48	\$ 7,257.89	\$ 11,120.63
2. Percent	% of Total Grant 0.133333333	% of Column A 0.693691333		
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	\$ 41,621.48	\$ 7,257.89	\$ 401,120.63
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)	\$7,257.89	
	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:			
FINANCIAL NUMBERS & SIGNATURES CORRECT _____	TITLE:			
CONSISTENT WITH PRECEDING DRAW & SABHRS _____	DATE:			
ADMINISTRATION DOES NOT EXCEED 10% _____				
BUDGET AMENDMENT APPROVED _____				

Computer will Calculate

Project Progress Report

Community Development Block Grant Program

CDBG grantee	City of Thompson Falls
Contract number	MT-CDBG-20PF-02
Request for reimbursement number	#19
Total amount requested	\$7,257.89
Reporting Period	December 14, 2025 - February 21, 2026

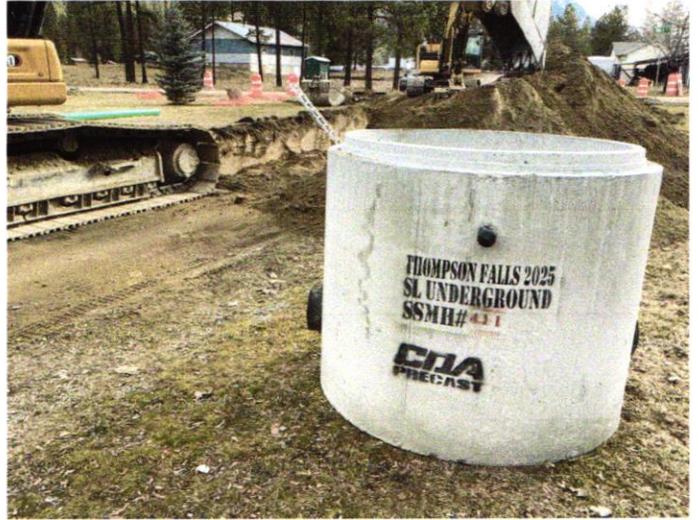
Administration	
Administration amount requested	\$ 7,257.89
<p>Include the amount and a brief description of each individual administrative/financial related expenditure/invoice that will be paid in whole or in part using CDBG funds. Attach a copy of each invoice. Include summary payroll information for all work performed by the CDBG recipient's employees. At a minimum, include the name, title, date range or date(s) that work was performed, rates charged an hour, total hours worked, activities performed and total amount earned.</p>	
<p>Please refer to the invoice details for Great West Engineering invoice number 38726 and 39008 that are attached to this report.</p>	

Activity	
Activity amount requested	\$ 0.00
<p>Include the amount and a brief description of each individual construction related expenditure/invoice that will be paid for in whole or in part using CDBG funds. Attach a copy of each invoice. Include summary payroll information for all work performed by the CDBG recipient's employees. At a minimum, include the name, title, time period/date that work was performed, total hours worked, activities performed and total amount earned.</p>	
Not Applicable	

Project status: administration/financial and construction
<ul style="list-style-type: none"> • On February 12, 2026, Kitty Schmid of Great West Engineering hosted an application workshop at Thompson Falls City Hall to assist residents with CDBG Direct Benefit Applications. The event, which ran from 11:00 AM to 6:00 PM, saw a steady stream of visitors and high engagement. As of March 1, 2026, 61 applicants have qualified, leaving approximately \$70,500 in remaining grant funds. Additionally, eight residents took applications home for further review and plan to submit them to Great West by the projected June 1, 2026 deadline. • The contractor and its subs continue to submit certified payrolls, which are compared to the information collected during labor interviews conducted by Great West Engineering. The contractor is in compliance with both Montana Prevailing Wage and Davis-Bacon Act requirements. • As of January 31, 2026 the city has expended approximately 11% of the CDBG grant and 34% of the total budget.

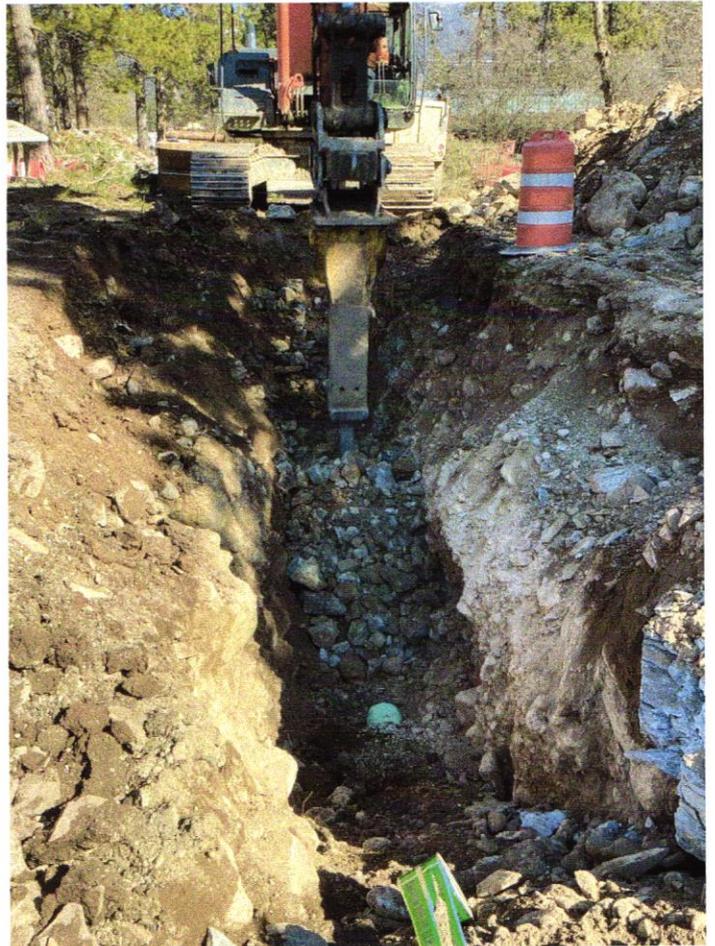
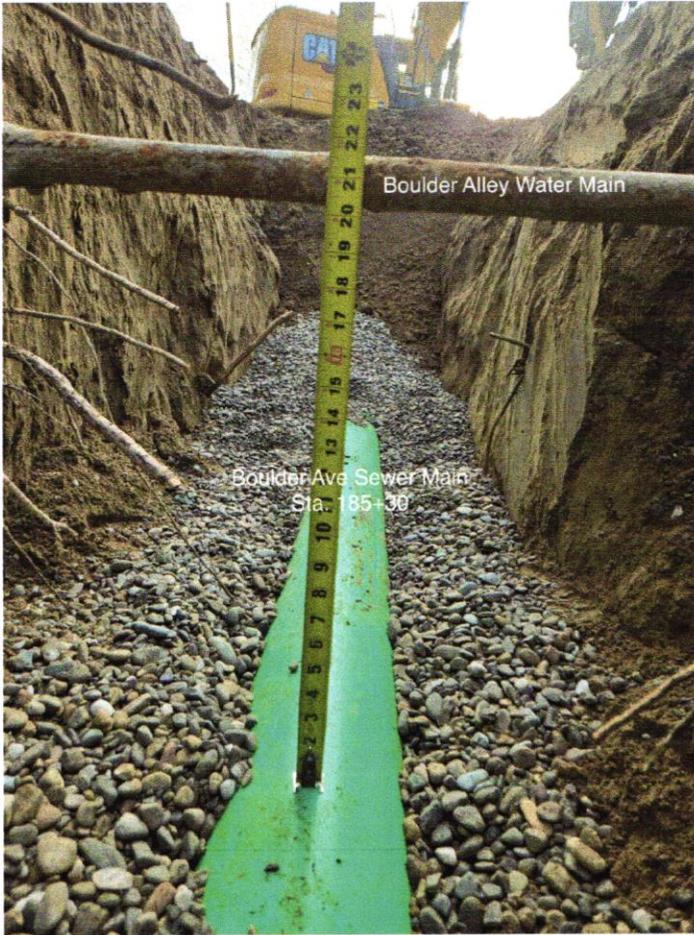
Provide any other information that appears pertinent, such as anticipated changes in the contract budget, implementation schedule or scope of services. For example, if you anticipate any problems or delays that could affect the project implementation schedule or budget, these should be fully described and discussed well in advance, since a budget adjustment requires prior approval. Finally, indicate any milestones from the implementation schedule that are behind schedule and indicate when they should be completed.

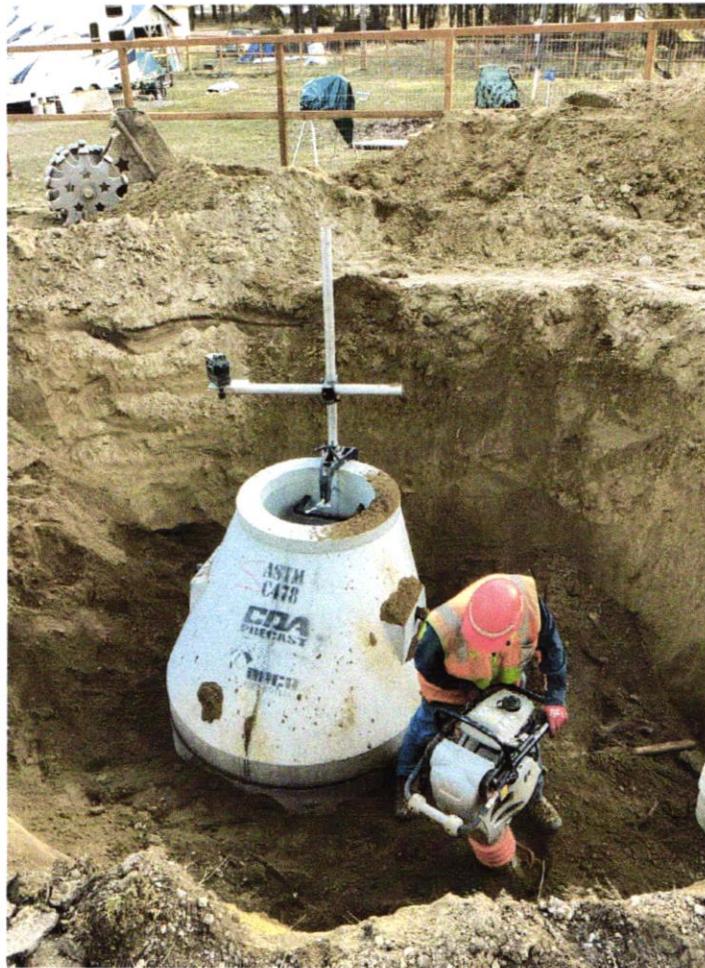
- Site conditions remain favorable for the season, allowing construction to progress steadily. While the current schedule slates Substantial Completion for February 2027, the contractor and Great West is evaluating the possibility of reaching final completion by late 2026 if the current pace continues.
- The following five pages contain photos taken by the RPR on February 26 and March 2. These images illustrate common construction obstacles, such as fiber optic lines and water mains. In Thompson Falls specifically, large rock formations often require the use of an excavator-mounted rock hammer.











EJCDC Engineering Invoice Summary

City of Thompson Falls, MT

Invoice Number: 38725-38726-38727

Invoice Date: 1/23/2026

Due Date: 2/22/2026

Project: Wastewater Collection System Phase 3 & 4

Billing Period: 12/14/25-01/23/26

	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	\$ 515,000.00		\$ -
	Bidding Phase	\$ 75,000.00	\$ -	\$ 75,000.00	\$ 75,000.00		\$ -
	Construction Phase	\$ 805,000.00	\$ -	\$ 805,000.00	\$ 125,500.00	\$ 34,500.00	\$ 645,000.00
	Post Construction Phase	\$ 65,000.00	\$ -	\$ 65,000.00			\$ 65,000.00
	Subtotal	\$ 2,035,000.00	\$ -	\$ 2,035,000.00	\$ 1,290,500.00	\$ 34,500.00	\$ 710,000.00
Exhibit C RPR-2	Resident Project Representative	\$ 880,000.00	\$ -	\$ 880,000.00	\$ 107,332.83	\$ 18,689.05	\$ 753,978.12
	Subtotal	\$ 880,000.00	\$ -	\$ 880,000.00	\$ 107,332.83	\$ 18,689.05	\$ 753,978.12
EXHIBIT C Additional Services	Additional Services - GeoTech	\$ 65,000.00	\$ -	\$ 65,000.00	\$ 65,000.00		\$ -
	COBG Direct Benefit Admin	\$ 60,000.00	\$ -	\$ 60,000.00	\$ 41,621.48	\$ 986.25	\$ 17,392.27
	Additional Services - ROW & Easement	\$ 30,000.00	\$ -	\$ 30,000.00	\$ 29,666.28		\$ 333.72
	Additional Services - O&M Man. & General Grant Admin	\$ 18,000.00	\$ -	\$ 18,000.00			\$ 18,000.00
	Subtotal	\$ 323,000.00	\$ -	\$ 323,000.00	\$ 207,630.99	\$ 7,133.50	\$ 108,235.51
Total Current Billing:		\$ 3,238,000.00	\$ -	\$ 3,238,000.00	\$ 1,605,463.82	\$ 60,322.55	\$ 1,572,213.63

Summary							
	Basic Services	\$ 2,035,000.00	\$ -	\$ 2,035,000.00	\$ 1,290,500.00	\$ 34,500.00	\$ 710,000.00
	RPR	\$ 880,000.00	\$ -	\$ 880,000.00	\$ 107,332.83	\$ 18,689.05	\$ 753,978.12
	Add. Services less Project Admin	\$ 173,000.00	\$ -	\$ 173,000.00	\$ 136,287.76	\$ 986.25	\$ 35,725.99
	Subtotal	\$ 3,088,000.00	\$ -	\$ 3,088,000.00	\$ 1,534,120.59	\$ 54,175.30	\$ 1,499,704.11
	Project administration	\$ 150,000.00	\$ -	\$ 150,000.00	\$ 71,343.23	\$ 6,147.25	\$ 72,509.52
	Total	\$ 3,238,000.00	\$ -	\$ 3,238,000.00	\$ 1,605,463.82	\$ 60,322.55	\$ 1,572,213.63
	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)

Luigi Godwin

Submitting Engineer's Signature

Justin Connor

Owner's Approval Signature



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

Invoice number 38726
 Date 01/23/2026

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

Professional Services from December 14, 2025 through January 17, 2026

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

	Hours	Rate	Billed Amount
Project Specialist <i>New application, update all spreadsheets Phone call with potential applicant Application intake</i>	3.75	144.00	540.00
Certified Grant Writer 1 <i>Mail, qtr report with Craig, set up next outreach</i>	1.00	165.00	165.00
Certified Grant Writer 2 <i>Labor compliance; finalized draw package and sent it to Commerce</i>	0.75	184.00	138.00
<i>Prepared CDBG quarterly report and sent it to Erin Lee.</i>	0.75	191.00	143.25
Phase subtotal			<u>986.25</u>
Task Order No. 5 - Phase 3 & 4 WW subtotal			<u>986.25</u>
Invoice total			<u><u>986.25</u></u>

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	41,621.48	42,607.73	986.25
Total	60,000.00	41,621.48	42,607.73	986.25

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
37880	10/23/2025	666.00				666.00	
38103	11/14/2025	2,108.00			2,108.00		
38465	12/18/2025	2,011.00		2,011.00			
38726	01/23/2026	986.25	986.25				
Total		5,771.25	986.25	2,011.00	2,108.00	666.00	0.00



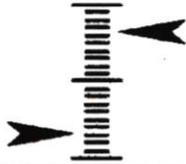
REMIT PAYMENT TO:
250 Helen P Clarke St.
Helena, MT 59601
Phone: (406) 449-8627

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

Invoice number 38726
Date 01/23/2026

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>



SETPOINT SERVICES

P.O. BOX 728
PLAINS, MT 59859
(406) 826-5171 fax (406) 826-5172

Invoice No.

347

INVOICE

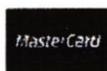
Customer

Name City of Thompson Falls / Contracts Administrator
Address PO Box 99
City Thompson Falls State MT ZIP 59873
Phone 406-827-3557

Date 1/31/2026
Order No. WW Phase 3/4
Rep Jeff Reistroffer
FOB Thompson Falls

Qty	Description	Unit Price	TOTAL
1	First Progress Payment for Control System Integration Work On Phase 3-4 of Wastewater Improvement Project. (25% of \$38,900 Total Contract Price)	\$9,725.00	\$9,725.00
Work completed to date includes the purchase of control system equipment for new lift stations, and initial design work.			

SubTotal \$9,725.00
\$0.00



To pay by credit card, please provide:

NAME: _____

TOTAL \$9,725.00

BILLING ADDRESS: _____

CITY, STATE, ZIP _____

Office Use Only

CARD NUMBER: _____

EXP. DATE: _____ SEC. CODE _____

PLEASE SIGN BELOW, AND FAX TO (406)826-5172, OR E-MAIL TO arctos@blackfoot.net

The services and/or goods have been provided to my satisfaction, and I hereby authorize the amount billed to be charged to the credit card listed above: _____

FEDERAL TAX ID # 75-3026742 DUNS# 619785827

Contractor.

C. CHARGES FOR ADDITIONAL WORK: CONCEALED CONDITIONS, DEVIATION FROM SCOPE OF WORK, AND CHANGES IN THE WORK

1. CONCEALED CONDITIONS: This Agreement is based solely on the observations Contractor was able to make with the project in its condition at the time the work of this Agreement was bid. If additional concealed conditions are discovered once work has commenced or after this Agreement is executed which were not visible at the time this Agreement was bid, Contractor will point out these concealed conditions to Owner, and these concealed conditions will be treated as Additional Work under this Agreement. Contractor and Owner may execute a Change Order for this Additional Work.

2. DEVIATION FROM SCOPE OF WORK: Any alteration or deviation from the Scope of Work referred to in this Agreement involving extra costs of materials or labor (including any overage on ALLOWANCE work and any changes in the Scope of Work required by Owner, Owner's design professional, Owner's agent, or governmental plan checkers or field building inspectors) will be treated as Additional Work under this Agreement resulting in an additional charge to Owner as set forth herein. Contractor and Owner may execute a Change Order for this Additional Work.

Contractor to supervise, coordinate, and charge 15% profit and overhead on the following: all Additional Work under this Agreement, Additional Work caused by concealed conditions, all overages on ALLOWANCE work, all Owner-furnished materials, and all work of Owner's separate contractors who are working on site at same time as Contractor (any time in between when Contractor has commenced work and when the work is 100% complete by contractor).

3. RATES CHARGED FOR ALLOWANCE-ONLY AND TIME-AND-MATERIALS WORK: Rates charged for additional work shall be in accordance with the Prevailing wage rates specified in the project manual for this project. Note: Contractor will charge for profit and overhead at the rate of 15% on all work performed on a Time-and-Materials basis (on both materials and labor rates set forth in Section III.C. of this Agreement) and on all costs that exceed specifically stated ALLOWANCE estimates in the Agreement.

D. PAYMENT SCHEDULE AND PAYMENT TERMS

1. PAYMENT SCHEDULE:

* First Payment, upon completion of 25% of work:	\$9,725
* Second Payment, upon completion of 50% of work:	\$9,725
* Third Payment, upon completion of 75% of work:	\$9,725
* Final Payment: Balance of contract amount due upon Substantial Completion of all work under contract:	\$9,725

2. PAYMENT OF CHANGE ORDERS/ADDITIONAL WORK: Payment for Additional Work is due upon completion of either all or part of the Additional Work and submittal of invoice by Contractor.

3. ADDITIONAL PAYMENTS FOR ALLOWANCE WORK AND RELATED CREDITS: Payment for work designated in the Agreement as ALLOWANCE work has been initially factored into the Lump Sum Price and Payment Schedule set forth in this Agreement. If the final amount of the ALLOWANCE work exceeds the line item ALLOWANCE amount in the Agreement, the difference between the final amount and the line item ALLOWANCE amount stated in the Agreement will be treated as Additional Work and is subject to Contractor's profit and overhead at the rate of 15%.

If the final amount of the ALLOWANCE work is less than the ALLOWANCE line item amount listed in the Agreement, a credit will be issued to Owner after all billings related to this particular line item ALLOWANCE work have been received by Contractor. This credit will be applied toward the final payment owing under the Agreement. Contractor profit and overhead and any supervisory labor will not be credited back to Owner for ALLOWANCE work.

EJCDC Engineering Invoice Summary

City of Thompson Falls, MT						Invoice Number:	39007-39008-39009
						Invoice Date:	2/27/2026
						Due Date:	3/29/2026
Project: Wastewater Collection System Phase 3 & 4						Billing Period:	01/18/26-02/21/26
	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	\$ 515,000.00		\$ -
	Bidding Phase	\$ 75,000.00		\$ 75,000.00	\$ 75,000.00		\$ -
	Construction Phase	\$ 805,000.00		\$ 805,000.00	\$ 160,000.00	\$ 60,000.00	\$ 585,000.00
	Post Construction Phase	\$ 65,000.00	\$ -	\$ 65,000.00			\$ 65,000.00
					\$ -		
	Subtotal	\$ 2,035,000.00	\$ -	\$ 2,035,000.00	\$ 1,325,000.00	\$ 60,000.00	\$ 650,000.00
Exhibit C							
RPR-2	Resident Project Representative	\$ 880,000.00		\$ 880,000.00	\$ 126,021.88	\$ 49,726.59	\$ 704,251.53
	Subtotal	\$ 880,000.00	\$ -	\$ 880,000.00	\$ 126,021.88	\$ 49,726.59	\$ 704,251.53
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	\$ 42,607.73	\$ 6,271.64	\$ 11,120.63
	Additional Services - ROW & Easement	\$ 30,000.00		\$ 30,000.00	\$ 29,666.28		\$ 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	\$ 77,353.98	\$ 6,147.25	\$ 66,498.77
		Subtotal	\$ 323,000.00	\$ -	\$ 323,000.00	\$ 214,627.99	\$ 12,418.89
	Total Current Billing:	\$ 3,238,000.00	\$ -	\$ 3,238,000.00	\$ 1,665,649.87	\$ 122,145.48	\$ 1,450,204.65
Summary							
	Basic Services	\$ 2,035,000.00	\$ -	\$ 2,035,000.00	\$ 1,325,000.00	\$ 60,000.00	\$ 650,000.00
	RPR	\$ 880,000.00	\$ -	\$ 880,000.00	\$ 126,021.88	\$ 49,726.59	\$ 704,251.53
	Add. Services less Project admin	\$ 173,000.00	\$ -	\$ 173,000.00	\$ 137,274.01	\$ 6,271.64	\$ 29,454.35
	Subtotal	\$ 3,088,000.00	\$ -	\$ 3,088,000.00	\$ 1,588,295.89	\$ 115,998.23	\$ 1,383,705.88
	Project administration	\$ 150,000.00	\$ -	\$ 150,000.00	\$ 77,353.98	\$ 6,147.25	\$ 66,498.77
	Total	\$ 3,238,000.00	\$ -	\$ 3,238,000.00	\$ 1,665,649.87	\$ 122,145.48	\$ 1,450,204.65
	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					



REMIT PAYMENT TO:
 250 Helen P. Clarke St.
 Helena, MT 59601
 Phone: (406) 449-8627

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

Invoice number 39007
 Date 02/27/2026

Project 1-21204 THOMPSON FALLS ON-CALL
 2021

Professional Services from January 18, 2026 through February 21, 2026

	Amount	
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	100.00	
Prior Billed	515,000.00	
Total Billed	515,000.00	
		Current Billed 0.00
10.3-13 Bidding		
Contract Amount	75,000.00	
Percent Complete	100.00	
Prior Billed	75,000.00	
Total Billed	75,000.00	
		Current Billed 0.00
10.4-13 Construction Management		
Contract Amount	805,000.00	
Percent Complete	27.33	
Prior Billed	160,000.00	
Total Billed	220,000.00	
		Current Billed 60,000.00
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 <u>60,000.00</u>
		Total <u>60,000.00</u>

Task Order No. 5 - Phase 3 & 4 WW

Resident Project Representative (RPR)

Professional Fees

	Hours	Rate	Billed Amount
Resident Project Representative 2	99.50	180.00	17,910.00
Resident Project Representative 1	137.00	165.00	22,605.00

Reimbursables

	Units	Rate	Billed Amount
Lodging			1,981.59
	1.00	517.968	517.97
	1.00	660.528	660.53
Miles	5,252.00	0.85	4,464.20
Cellular Telephone Expense	1.00	55.00	55.00
Per Diem			315.70
	17.00	69.30	1,178.10
	1.00	38.50	38.50

Phase subtotal

49,726.59

Task Order No. 5 - Phase 3 & 4 WW subtotal

49,726.59

Invoice total **109,726.59**

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	100.00	515,000.00	515,000.00	0.00	0.00	0.00
10.3-13 Bidding	75,000.00	100.00	75,000.00	75,000.00	0.00	0.00	0.00
10.4-13 Construction Management	805,000.00	27.33	160,000.00	220,000.00	585,000.00	72.67	60,000.00
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	19.97	126,021.88	175,748.47	704,251.53	80.03	49,726.59
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	29,666.28	29,666.28	333.72	1.11	0.00
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	54.67	1,545,688.16	1,655,414.75	1,372,585.25	45.33	109,726.59
Total	3,028,000.00	54.67	1,545,688.16	1,655,414.75	1,372,585.25	45.33	109,726.59

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
37902	10/24/2025	72,320.70					72,320.70
39007	02/27/2026	109,726.59	109,726.59				
Total		182,047.29	109,726.59	0.00	0.00	0.00	72,320.70

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>



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

Invoice number 39008
 Date 02/27/2026

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

Professional Services from January 18, 2026 through February 21, 2026

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

	Hours	Rate	Billed Amount
Certified Grant Writer 1	24.00	165.00	3,960.00
<i>Travel to T Falls</i>			
<i>Direct Benefit Application Intake</i>			
<i>Travel Home</i>			
Certified Grant Writer 2	5.75	191.00	1,098.25
<i>Prepared request for funds and monthly progress report</i>			
<i>Sent RFI to Clerk</i>			
<i>Corrected CDBG Signature Certification Form and sent it to clerk</i>			
<i>Sent SRF RevBAN #1 to DEQ, DNRC, and RD</i>			
<i>Teams conference with RD staff and update budget, status of funds, and invoice track</i>			
<i>Discussed the results of latest application intake session with Kitty.</i>			

Reimbursables

	Units	Rate	Billed Amount
Lodging			256.59
Miles	938.00	0.85	797.30
Per Diem	1.00	51.70	51.70
	1.00	69.30	69.30
	1.00	38.50	38.50
Phase subtotal			6,271.64
Task Order No. 5 - Phase 3 & 4 WW subtotal			6,271.64

Invoice total **6,271.64**

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	42,607.73	48,879.37	6,271.64
Total	60,000.00	42,607.73	48,879.37	6,271.64

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
37880	10/23/2025	666.00					666.00



REMIT PAYMENT TO:
 250 Helen P Clarke St.
 Helena, MT 59601
 Phone: (406) 449-8627

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

Invoice number 39008
 Date 02/27/2026

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
38103	11/14/2025	2,108.00				2,108.00	
38726	01/23/2026	986.25		986.25			
39008	02/27/2026	6,271.64	6,271.64				
	Total	10,031.89	6,271.64	986.25	0.00	2,108.00	666.00

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

Invoice number 39009
Date 02/27/2026

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

Professional Services from January 18, 2026 through February 21, 2026

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

General Grant Administration

Professional Fees

	Hours	Rate	Billed Amount
Project Administrator	11.75	158.00	1,856.50
<i>Project Review</i> <i>Emails re labor compliance; and reviewed revised CPs.</i>			
<i>Labor Compliance - Reviewed CP.</i> <i>Email to subcontractor re CPs; Emails to GA re labor compliance</i> <i>Labor compliance file management.</i> <i>Labor Compliance - reviewed revised CPS and file management.</i> <i>Grant management item</i> <i>Labor Compliance - Reviewed Labor Interviews; Labor compliance file management items</i> <i>Labor Compliance - Review Labor Interview and labor compliance file management items.</i> <i>Labor compliance - reviewed revised CPs.</i> <i>Emails with client re LC</i> <i>Labor Interview review</i> <i>Project review</i> <i>Labor Compliance - Reviewed CP (x1), tracker updates, and hours certification.</i> <i>GA coordination</i> <i>Grant Management review with RTM</i> <i>Email re Labor Interviews.</i> <i>Labor compliance - Review of CP, update tracker and hours.</i> <i>emails to GA re Labor compliance status and reporting requirements.</i> <i>Labor compliance - Review of CP, update tracker and hours.</i>			
Certified Grant Writer 2	21.75	191.00	4,154.25
<i>Responded to RFI from Clerk; phone call with bond council</i> <i>Sent requests for funds to funding agencies.</i> <i>Finalized SRF and CDBG RFFs and sent them to agencies. Labor compliance</i> <i>Responded to RFI from Clerk; labor compliance;</i> <i>Responded to RFI from city regardign land aggregation</i> <i>Responded to RFI from Volpe</i> <i>Responded to RFI from Commerce; started prepping February draw request from Revenue BAN;</i> <i>completed draw request; meeting with Carrie</i> <i>Requests for funds; email to funding agencies and city</i> <i>Requests for funds; email to funding agencies and city</i> <i>Responded to email from Karcher</i> <i>Weekly construction meeting</i> <i>Update status of funds, invoice tracking, and budget spreadsheet</i> <i>Responded to RFI from Ki-Ai; sent project update to RD staff; Read project related email; started March draw</i> <i>package</i> <i>Weekly construction call.</i>			
Phase subtotal			6,010.75
Task Order No. 5 - Phase 3 & 4 WW Grant Administration subtotal			6,010.75



REMIT PAYMENT TO:
 250 Helen P Clarke St.
 Helena, MT 59601
 Phone: (406) 449-8627

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

Invoice number 39009
 Date 02/27/2026

Invoice total **6,010.75**

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	77,490.48	83,501.23	6,010.75
Total	150,000.00	77,490.48	83,501.23	6,010.75

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
37903	10/24/2025	4,230.00					4,230.00
39009	02/27/2026	6,010.75	6,010.75				
	Total	10,240.75	6,010.75	0.00	0.00	0.00	4,230.00

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>

Contractor's Application for Payment

Owner: <u>City of Thompson Falls</u>	Owner's Project No.: <u>1-21204-T05</u>
Engineer: <u>Great West Engineering</u>	Engineer's Project No.: <u>1-21204-T05</u>
Contractor: <u>S & L Underground</u>	Contractor's Project No.: _____
Project: <u>Thompson Falls Wastewater Improvements - Ph. 3 & 4</u>	
Contract: <u>Thompson Falls Wastewater Improvements - Ph. 3 & 4</u>	
Application No.: <u>6</u>	Application Date: <u>2/27/2026</u>
Application Period: From <u>1/31/2026</u> to <u>2/27/2026</u>	

1. Original Contract Price	\$ 12,970,403.00
2. Net change by Change Orders	\$ 64,515.00
3. Current Contract Price (Line 1 + Line 2)	\$ 13,034,918.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 4,873,710.96
5. Retainage	
a. 5% X \$ 4,873,710.96 Work Completed	\$ 243,685.55
b. 5% X \$ 930,867.96 Stored Materials	\$ 46,543.40
c. Total Retainage (Line 5.a + Line 5.b)	\$ 290,228.95
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 4,583,482.01
7. Less previous payments (Line 6 from prior application)	\$ 4,177,210.60
8. Gross Amount due this application	\$ 406,271.41
9. 1% MT Gross Receipts Tax (1% x Line 8)	\$ 4,062.71
10. Unscheduled Employment of the Engineer	\$ -
11. Current Payment Due (less MT GRT)	\$ 402,208.70
12. Balance to finish (Line 3 - Line 4)	\$ 8,161,207.04

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Shem Johnson - S&L Underground

Signature:  **Date:** 3/2/26

Recommended by Engineer	Approved by Owner
By: _____	By: _____
Title: <u>Project Manager</u>	Title: <u>Mayor</u>
Date: _____	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Thompson Falls	Owner's Project No.:	1-21204-TOS
Engineer:	Great West Engineering	Engineer's Project No.:	1-21204-TOS
Contractor:	S & L Underground	Contractor's Project No.:	
Project:	Thompson Falls Wastewater Improvements - Ph. 3 & 4		
Contract:	Thompson Falls Wastewater Improvements - Ph. 3 & 4		

Application No.:	6	Application Period:	From 01/31/26 to 02/27/26	Application Date:	02/27/26
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A Bid Item No.	B Description	C Contract Information				G Work Completed			I Materials Currently Stored (not in G)	J Work Completed and Materials Stored to Date (H + I)	K % of Value of Item (J / F)	L Balance to Finish (F - J)
		D Item Quantity	E Units	F Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)	H Materials Stored (not in G) (\$)				
Original Contract												
Base Bid												
101	Mobilization	1	LS	1,200,000.00	1,200,000.00	0.72	864,000.00	-	864,000.00	72%	336,000.00	
102	Traffic Control	1	LS	250,000.00	250,000.00	0.72	180,000.00	-	180,000.00	72%	70,000.00	
103	Exploratory Excavation	110	HR	350.00	38,500.00	67.00	23,450.00	-	23,450.00	61%	15,050.00	
104	Imported Backfill	1,500	CY	22.00	33,000.00	-	-	-	-	0%	33,000.00	
105	12 Inch PVC Gravity Sewer Mains	2,300	LF	80.00	184,000.00	2,300.00	184,000.00	-	184,000.00	100%	-	
106	8 inch PVC Gravity Sewer Mains	29,800	LF	65.00	1,937,000.00	9,306.00	604,890.00	161,948.39	766,838.39	40%	1,170,161.61	
107	Standard Manholes	163	EA	5,000.00	815,000.00	59.00	295,000.00	32,254.00	327,254.00	40%	487,746.00	
108	4 inch PVC Sewer Service Connection at Main	244	EA	700.00	170,800.00	21.00	14,700.00	-	14,700.00	9%	156,100.00	
109	4 inch PVC Sewer Service Lines	26,700	LF	48.00	1,281,600.00	1,981.00	95,088.00	136,149.14	231,237.14	18%	1,050,362.86	
110	4 inch PVC Sewer Service Connection to Existing	212	EA	1,400.00	296,800.00	4.00	5,600.00	7,159.68	12,759.68	4%	284,040.32	
111	PVC Sewer Service Cleanout	398	EA	600.00	238,800.00	10.00	6,000.00	13,864.59	19,864.59	8%	218,935.41	
112	6 inch PVC Sewer Service Connection at Main	12	EA	1,200.00	14,400.00	2.00	2,400.00	-	2,400.00	17%	12,000.00	
113	6 inch PVC Sewer Service Lines	2,375	LF	65.00	154,375.00	250.00	16,250.00	14,414.50	30,664.50	20%	123,710.50	
114	6 inch Sewer Service Connection to Existing	12	EA	1,350.00	16,200.00	2.00	2,700.00	-	2,700.00	17%	13,500.00	
115	Abandon Existing Septic Tanks	304	EA	1,400.00	425,600.00	17.00	23,800.00	-	23,800.00	6%	401,800.00	
116	Grinder Pump Service Connection to Existing	74	EA	1,100.00	81,400.00	8.00	8,800.00	-	8,800.00	11%	72,600.00	
117	Simplex Grinder Pump Unit	66	EA	13,000.00	858,000.00	4.00	52,000.00	438,523.16	490,523.16	57%	367,476.84	
118	Duplex Grinder Pump Unit	4	EA	23,500.00	94,000.00	-	-	60,786.72	60,786.72	65%	33,213.28	
119	Duplex WH472 Grinder Pump Unit	4	EA	25,000.00	100,000.00	4.00	100,000.00	-	100,000.00	100%	-	
120	Pressure Service Connection at Main	78	EA	1,800.00	140,400.00	10.00	18,000.00	-	18,000.00	13%	122,400.00	
121	1.5 Inch HDPE Pressure Sewer Service Line	13,650	LF	45.00	614,250.00	1,537.00	69,165.00	1,598.72	70,763.72	12%	543,486.28	
122	1.5 Inch HDPE Low Pressure Forcemain	3,700	LF	45.00	166,500.00	381.00	17,145.00	3,355.00	20,500.00	12%	146,000.00	
123	2 inch HDPE Low Pressure Forcemain	2,150	LF	50.00	107,500.00	2,138.00	106,900.00	-	106,900.00	99%	600.00	
124	Pressure Sewer Line Cleanout	15	EA	2,200.00	33,000.00	6.00	13,200.00	3,474.89	16,674.89	51%	16,325.11	
125	Service Stub Out to Vacant Lot	36	EA	1,600.00	57,600.00	4.00	6,400.00	-	6,400.00	11%	51,200.00	
126	Service Line Surface Restoration	40,300	LF	5.00	201,500.00	773.00	3,865.00	-	3,865.00	2%	197,635.00	
127	Lift Station #3	1	EA	325,000.00	325,000.00	0.65	211,250.00	2,173.36	213,423.36	66%	111,576.64	
128	Lift Station #4	1	EA	310,000.00	310,000.00	0.65	201,500.00	1,271.65	202,771.65	65%	107,228.35	
129	Lift Station #5	1	EA	185,000.00	185,000.00	0.25	46,250.00	36,008.52	82,258.52	44%	102,741.48	
130	Lift Station #3 Emergency Backup Generator	1	EA	35,000.00	35,000.00	-	-	-	-	0%	35,000.00	
131	Lift Station #4 Emergency Backup Generator	1	EA	35,000.00	35,000.00	-	-	-	-	0%	35,000.00	
132	Lift Station #5 Emergency Backup Generator	1	EA	25,000.00	25,000.00	-	-	-	-	0%	25,000.00	
133	Connect to Existing Lift Station #2	1	EA	25,000.00	25,000.00	-	-	-	-	0%	25,000.00	
134	6 inch Forcemain	1,230	LF	95.00	116,850.00	406.00	38,570.00	5,897.20	44,467.20	38%	72,382.80	
135	6 inch Forcemain Fittings	6	EA	600.00	3,600.00	3.00	1,800.00	736.51	2,536.51	70%	1,063.49	
136	4 inch Forcemain	2,225	LF	65.00	144,625.00	2,280.00	148,200.00	-	148,200.00	102%	(3,575.00)	
137	4 inch Forcemain Fittings	5	EA	450.00	2,250.00	5.00	2,250.00	-	2,250.00	100%	-	
138	Forcemain Air Release Valve and Vault	2	EA	8,500.00	17,000.00	-	-	-	-	0%	17,000.00	
139	Low Pressure Air Release Valve and Vault	3	EA	6,500.00	19,500.00	3.00	19,500.00	-	19,500.00	100%	-	

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Thompson Falls	Owner's Project No.:	1-21204-T05
Engineer:	Great West Engineering	Engineer's Project No.:	1-21204-T05
Contractor:	S & L Underground	Contractor's Project No.:	
Project:	Thompson Falls Wastewater Improvements - Ph. 3 & 4		
Contract:	Thompson Falls Wastewater Improvements - Ph. 3 & 4		

Application No.: 6 Application Period: From 01/31/26 to 02/27/26 Application Date: 02/27/26

A Bid Item No.	B Description	C Contract Information			F Work Completed			I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H+I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)
		D Item Quantity	E Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)				
140	Rock Hammer	1,000	HR	175.00	175,000.00	231.00	40,425.00	-	40,425.00	23%	134,575.00
141	Concrete Remove and Replacement for Retaining Walls	7	EA	8,000.00	56,000.00	-	-	-	-	0%	56,000.00
142	Landscaping Wall Replacement	33	EA	4,500.00	148,500.00	-	-	-	-	0%	148,500.00
143	Sidewalk Removal and Replacement	1,150	SF	30.00	34,500.00	-	-	-	-	0%	34,500.00
144	Type A Surface Restoration (AC)	29,600	LF	23.00	680,800.00	2,260.00	51,980.00	-	51,980.00	8%	628,820.00
145	Type B Surface Restoration (Agg)	4,150	LF	14.00	58,100.00	-	-	-	-	0%	58,100.00
146	Type C Surface Restoration (Open)	8,050	LF	8.00	64,400.00	-	-	-	-	0%	64,400.00
147	Connect to Existing Manhole	1	EA	6,500.00	6,500.00	1.00	6,500.00	-	6,500.00	100%	-
148	Water Main Crossing	36	EA	4,500.00	162,000.00	13.00	58,500.00	11,251.93	69,751.93	43%	92,248.07
149	4 Inch HDPE Casing Pipe	94	LF	125.00	11,750.00	94.00	11,750.00	-	11,750.00	100%	-
150	2 inch Plug Valve (R x FL)	4	EA	4,500.00	18,000.00	2.00	9,000.00	-	9,000.00	50%	9,000.00
151	Grinder Pump Spare Corps	10	EA	4,500.00	45,000.00	10.00	45,000.00	-	45,000.00	100%	-
Additive Alternate #1 - Maiden Lane Gravity Sewer Replacement											
201	Mobilization	1	LS	8,000.00	8,000.00	0.50	4,000.00	-	4,000.00	50%	4,000.00
202	Traffic Control	1	LS	17,500.00	17,500.00	-	-	-	-	0%	17,500.00
203	Exploratory Excavation	5	HR	375.00	1,875.00	-	-	-	-	0%	1,875.00
204	8 Inch PVC Gravity Sewer Mains	183	LF	155.00	28,365.00	-	-	-	-	0%	28,365.00
205	Standard Manholes	2	EA	7,500.00	15,000.00	-	-	-	-	0%	15,000.00
206	Type B Surface Restoration (Agg)	183	LF	16.00	2,928.00	-	-	-	-	0%	2,928.00
207	Connect to Existing Sewer Main	2	EA	7,500.00	15,000.00	-	-	-	-	0%	15,000.00
208	Cut, Plug, and Abandon	2	EA	5,000.00	10,000.00	-	-	-	-	0%	10,000.00
Additive Alternate #2 - Main Lift Station Improvements											
301	Mobilization	1	LS	60,000.00	60,000.00	0.50	30,000.00	-	30,000.00	50%	30,000.00
302	Traffic Control	1	LS	25,000.00	25,000.00	-	-	-	-	0%	25,000.00
303	Exploratory Excavation	5	HR	375.00	1,875.00	-	-	-	-	0%	1,875.00
304	Imported Backfill	10	CY	26.00	260.00	-	-	-	-	0%	260.00
305	6 Inch Forcemain	40	LF	110.00	4,400.00	-	-	-	-	0%	4,400.00
306	6 Inch Forcemain Fittings	1	EA	600.00	600.00	-	-	-	-	0%	600.00
307	Connect to Existing 6" Forcemain	1	EA	4,500.00	4,500.00	-	-	-	-	0%	4,500.00
308	Bypass Pumping	1	LS	17,500.00	17,500.00	-	-	-	-	0%	17,500.00
309	Abandon Existing Lift Station Dry Well	1	LS	12,500.00	12,500.00	-	-	-	-	0%	12,500.00
310	Chemical Grout Existing Wet Well	1	LS	35,000.00	35,000.00	-	-	-	-	0%	35,000.00
311	Prepare and CIP Rehabilitate Existing Wet Well	1	LS	30,000.00	30,000.00	0.20	6,000.00	-	6,000.00	20%	24,000.00
312	Furnish and Install New Submersible Pump Packaged Lift Station	1	LS	465,000.00	465,000.00	0.50	232,500.00	-	232,500.00	50%	232,500.00
313	Type B Surface Restoration (Agg)	30	LF	14.00	420.00	-	-	-	-	0%	420.00
314	Type C Surface Restoration (Open)	10	LF	8.00	80.00	-	-	-	-	0%	80.00
Original Contract Totals					\$ 12,970,403.00		\$ 3,878,328.00	\$ 930,867.96	\$ 4,809,195.96	37%	\$ 8,161,207.04



1% Contractor's Gross Receipts Gross Receipts Withholding Return

Form CGR-2 is required to be completed and mailed to the Department of Revenue within 30 days after each payment is made to the prime contractor or subcontractor.

1.	Contract awarded by: Enter the federal employer identification number, business name and address. Place an "X" in the "Government Entity" box if you are remitting the 1% contractor's gross receipts payment on behalf of a prime contractor. Place an "X" in the "Prime Contractor" box if you are allocating the 1% contractor's gross receipts from your prime contractor's account to your subcontractor's account. <div style="text-align: center;"> Government Entity <input type="checkbox"/> Prime Contractor <input type="checkbox"/> </div>	
	Federal Identification Number (FEIN) 81-6001316	
	Name City of Thompson Falls	
	Address P.O. Box 99	
	City Thompson Falls	State MT Zip Code 59873
2.	Contract awarded to: Enter the federal employer identification number, business name and address. Place an "X" in the "Prime Contractor" box if you are remitting the 1% contractor's gross receipts on behalf of a prime contractor. Place an "X" in the "Subcontractor" box if you are allocating the 1% contractor's gross receipts from your prime contractor's account to your subcontractor's account. <div style="text-align: center;"> Prime Contractor <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> </div>	
	Federal Identification Number (FEIN) 86-0915134	
	Name S&L Underground, Inc	
	Address PO Box 1952	
	City Bonners Ferry	State ID Zip Code 82805
3.	Enter the Government Issued Purchase Order Number here.....	3. Not Applicable
4.	Enter the contract award date here.....	4. <u>08 / 11 / 20 25</u>
5.	Enter the month and year this payment was earned.....	5. <u>02 / 20 26</u>
6.	Enter the gross dollar amount due to the prime contractor or subcontractor here.....	6. \$ 406,271.41
7.	Multiply the amount on line 6 by 1% (.01) and enter the result here. This is your 1% Contractor's Gross Receipts.	7. \$ 4,062.71
8.	Subtract line 7 from line 6 and enter the result here. This is the net amount paid to the prime contractor or subcontractor.	8. \$ 402,208.70
9.	Check the box below that identifies the type of return you are filing and enter the date the payment was made to the prime contractor or subcontractor.....9. ___ / ___ / 20 ___ 9(a) <input type="checkbox"/> I am enclosing the amount reported on line 7 for credit to my prime contractor's account. 9(b) <input type="checkbox"/> I am allocating the amount reported on line 7 for credit to my subcontractor's account.	
10.	Enter a description of the work performed under this contract. Constructing approximately 32,000 lineal feet of new gravity sewer main, connecting approx. 350 services the new collection system, the abandonment of approx. 300 septic tanks, and other system improvements.	
11.	Enter the location in Montana where this work is performed. Be specific with your description. Thompson Falls, Montana	

Withholding return submitted by: Select the appropriate box identifying which entity is completing this return; sign this return and enter the information requested below. <div style="text-align: center;"> Government Entity <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> </div>		
Preparer's Signature		
Preparer's Title City Clerk/Treasurer	Date	
Telephone Number 406.827.3557	Fax Number	

Please mail this registration to:
Department of Revenue, P.O. Box 5835, Helena, MT 59604-5835