

COMMITTEE OF THE WHOLE

NOVEMBER 18, 2024

6:00 PM

1. Presentation by the Montana Department of Environmental Quality

Citizen Participation

The Lewistown City Commission welcomes you to its public meeting. The Commission appreciates your participation and values your input in our decision-making process. Your input and suggestions are important to the Commission as we discuss important issues affecting all of us in Lewistown.

We ask that you silence your cell phone before the meeting begins and please refrain from using your cell phone during the meeting. Thank you.

The City Commission thanks public members for respectfully and courteously providing constructive and valuable information.

The Public is invited to speak on any issue under discussion by the Commission, after recognition by the presiding officer.

Public members who are recognized by the presiding officer shall:

- *Stand*
- *Give his/her name and address for the record*
- *If applicable give the person, firm, or organization he/she represents*
- *Address comments to the presiding officer and not to individual members or staff*
- *Limit comments to the matter of fact listed on the agenda unless recognized in the 'Citizen Requests' portions*
- *Keep comments brief to ensure adequate time for additional comment and commission business*
- *Prepared statements are welcome and should be given to the Clerk of the Commission. Prepared statements that are also read, however, may be deemed unduly repetitious if they are lengthy. All prepared statements shall become part of the official record.*

In the event that there is a large number of people wanting to comment in a meeting or hearing, the presiding officer reserves the right to impose a time limit on comments to ensure adequate time for public comment and Commission business.

Impertinent or slanderous remarks towards city officials, staff or other members of the public, or other boisterous, disorderly or disruptive behavior during a Commission meeting are not permitted. Swearing, derogatory language, threats, personal attacks, heckling or similar behavior may be considered impertinent and/or disruptive. Any person exhibiting such behavior during the Commission meeting may be admonished to cease that behavior or risk being asked to vacate the Commission chambers. If such behavior continues after the admonishment, the presiding officer may request that person to vacate the Commission chambers, unless permission to remain is granted by vote of the Commission.

NOTICE FOR, AND AGENDA FOR, A MEETING OF THE CITY COMMISSION, CITY OF LEWISTOWN, NOVEMBER 18, 2024 AT 7:00 P.M. AT THE CENTRAL MONTANA COMMUNITY CENTER LOCATED AT 307 W WATSON

To participate virtually the options are as follows:

To join by zoom:

<https://zoom.us/j/8486275925?pwd=dTVGbndDK253ZUJLMjRuZXU5QVpMdz09>

Meeting ID: 848 627 5925 Passcode: 59457

To participate by phone: dial (253) 215-8782 Meeting ID: 848 627 5925 Passcode: 59457

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF MINUTES – November 4, 2024

COURTESIES

PROCLAMATIONS

BOARD AND COMMISSION REPORTS

CITY MANAGER REPORT

PUBLIC COMMENT – non agenda items

CONSENT AGENDA

Acknowledgement of the claims that have been paid from November 1, 2024 to November 14, 2024 for a total of \$108,676.46

***REGULAR AGENDA – Resolutions, Ordinances & Other Action Items:**

1. Discussion on angled parking on 3rd Ave N City Manager Holly Phelps
2. Public hearing to hear comments on Resolution No. 4180, a resolution authorizing the closure of the City Clerk's office, including Public Works on December 24 for 2024, 2025 and 2026
3. Discussion and action on Resolution No. 4180, a resolution authorizing the closure of the City Clerk's office, including Public Works on December 24 for 2024, 2025 and 2026 (**Action: approve, disapprove or amend Resolution No. 4180**) City Manager Holly Phelps
4. Discussion and action on approving 2025 gravel bids (**Action: approve, disapprove or amend 2025 gravel bids**) City Manager Holly Phelps
5. Discussion and action on approving the 2025 snow hauling bids (**Action: approve, disapprove or amend 2025 snow hauling bids**) City Manager Holly Phelps
6. Discussion and action on reappointing mutually agreed upon members Lisa Robinson, Donna VanTassel and Whitney Potts for an additional three-year term to the Board of Health (**Action: approve, disapprove or amend reappointing mutually agreed upon member to the Board of Health for an additional three-year term**) City Manager Holly Phelps

7. Discussion and action on approving a codification agreement from American Legal Publishing and authorizing the City Manager to sign the agreement (**Action: approve, disapprove or amend approving the codification agreement and authorizing the City Manager to sign**) City Manager Holly Phelps

8. Discussion and action on authorizing the repair of the step screen at the wastewater plant by Huber Technologies (**Action: approve, disapprove or amend authorizing the repair at the wastewater plant**) City Manager Holly Phelps

CITIZENS' REQUESTS

COMMISSIONER'S MINUTE

ADJOURNMENT

* All citizens are invited to make comment on any agenda item prior to action being taken by the Commission



Lewistown Police Department

City of Lewistown

Justin Jenness
Chief of Police

Levi King
Assistant Chief

11/14/24

To: Lewistown City Commission
From: Chief of Police – Justin Jenness
Re: Angled parking within the City Limits

Lewistown City Commissioners,

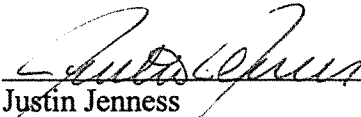
I have been asked to write a short letter to address angled parking within the City Limits. As you are aware, we currently allow angled parking on the 100 block of 3rd Ave. N. This area was designated for angled parking in 2017.

I have completed a search in our crash database for City Limits, since 2017, to provide you with the most accurate information available referencing this area of downtown. Since 2017 we have only had one motor vehicle crash on the 100 block of 3rd Ave. N. This crash was a hit and run accident, and there were no injuries to people as a result of this crash. Additionally, since 2017, there has only been one citizen complaint filed with our agency in reference to the angled parking on 3rd Ave. N.

As our own data indicates, allowing angled parking on public right of ways does not appear to have a significant impact on complaints generated, nor an increase in motor vehicle accidents. As we all are aware, parking within the business district can be challenging at times. If we can increase the availability of parking without creating a significant impact on our citizens, it would seem to be a topic worth having further discussions.

As a side note, I feel that it would be beneficial if a center lane marking were placed on streets where angled parking is available. Not having a center lane marking does at times make the designated driving lanes obscure, as the driving lanes are shifted off the center of the entire roadway. I feel placing a center lane marking in these areas would improve the flow of traffic and help drivers know where the designated driving lanes are.

Thank you for taking your time to address this issue.


Justin Jenness
Lewistown Chief of Police

AMERICAN PRAIRIE

March 18, 2024

Dear Commissioners,

American Prairie would like to offer its opinion on the question of angled parking along the west side of Third Street in Lewistown, Montana, between Broadway and Main Street. It is our opinion that angled parking should be eliminated from said location, with the following exceptions:

- 1) At least one **parallel** disabled parking spot should remain (preferably at its current location). This should have a one-hour time limit and be enforced.
- 2) At least one (preferably two) **parallel** parking spots should be designated for loading and unloading only, with a time restriction of 30 minutes, as the occupants of the building frequently utilize their Third Street doors for this purpose (whether it be for school groups, organized groups of visitors, or freight delivery).

American Prairie agrees with the reasons stated in the *News-Argus* for removing angled parking. They are:

- 1) Some vehicles pull onto the sidewalks, potentially causing damage to the walkways.
- 2) Because they pull onto the sidewalks, snow removal crews are unable to properly remove snow using their plows.
- 3) The snow that remains slowly melts, leaving winter-long ice sheets in the street, which are hazardous to drivers and pedestrians.
- 4) The rears of vehicles block the southbound lane, causing drivers to cross dangerously into the northbound lane.
- 5) The presence of the vehicles from 8 a.m. to 6 p.m. throughout the week, none of which belong to American Prairie or its staff, prohibits fire fighters from utilizing that space to achieve the correct angle to potentially fight multiple story fires at the Bank. Please note that American Prairie is forced to rent private parking space elsewhere for its vehicles and staff.

Again, American Prairie suggests at least one, preferably two, parallel, limited-time loading zones, and at least one, time-restricted parallel space reserved for disabled drivers and passengers.

Thank you for your consideration.

David Cunningham
Director, American Prairie National Discovery Center
(406) 380-2122 mobile

From the City Commission minutes from July 17th, 2017

4. Discussion and action on approving the proposed angle parking for 3rd Ave N

Ms. Phelps explained that Ms. Lisa Wright brought a proposal to change the parking for the 100 block of 3rd Ave N to angle parking on just the west side of the block. First Bank has provided a letter of support for the change in parking. Ms. Phelps explained that she has discussed this with Public Works and their concern was snow removal and Ms. Phelps that can be worked on.

Commissioner Turk made the motion to approve the proposed angle parking for the 100 Block of 3rd Ave N on the west side only and Commissioner Doney seconded the motion. Commissioner Byerly asked for comments from the audience and Commission. There being none, the question was called for and the motion passed unanimously.

CITY OF LEWISTOWN

CITY COMMISSION MEETING

DATE: 7-17-17

SUBJECT: approve proposed angle
parking for 3rd Ave N

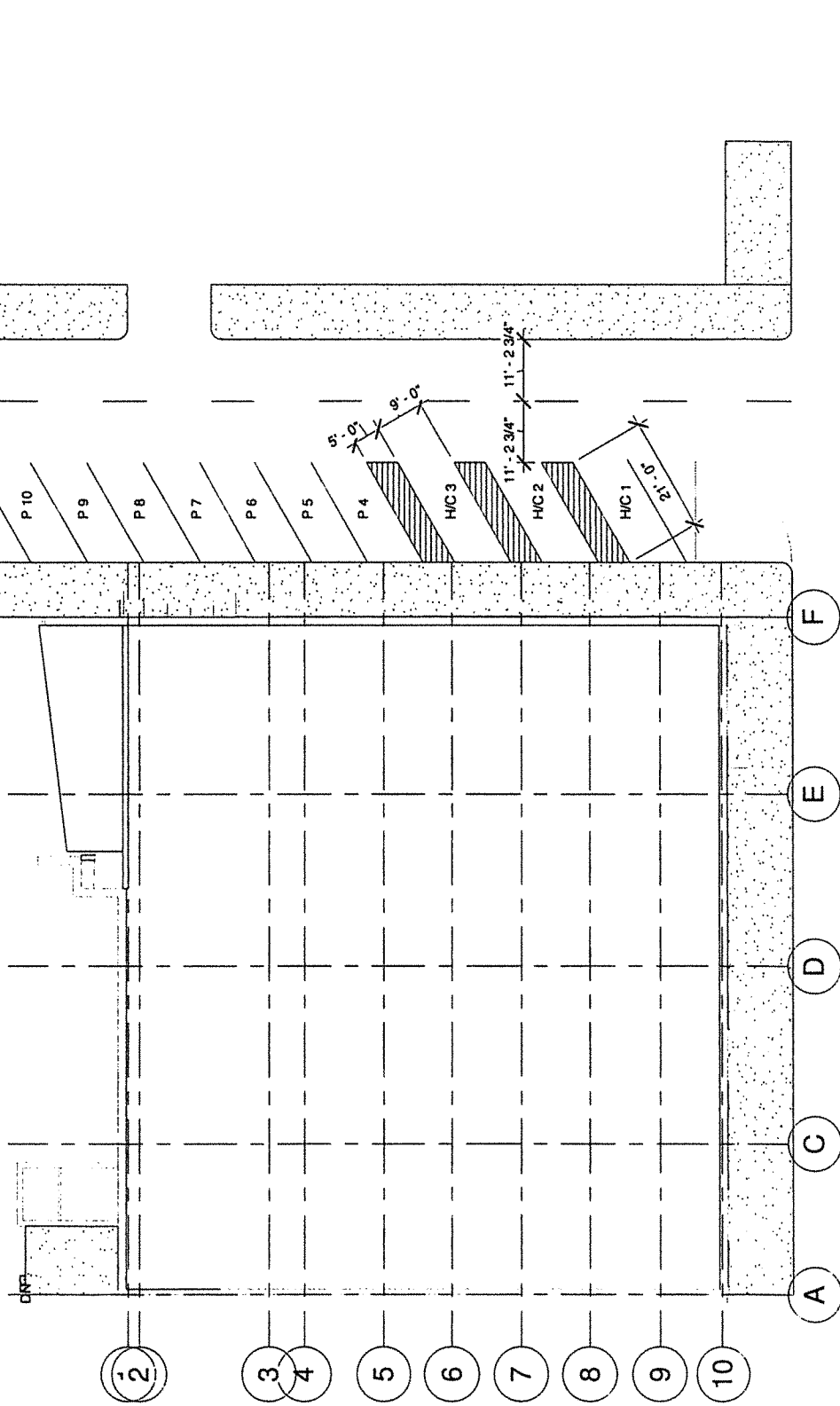
	MOTIONS					
	1ST	2ND	VOTE		AMEND	
			YES	NO	YES	NO
COMMISSIONER						
DAVE BYERLY						
GAYLE DONEY		X				
FRANK GREMAUX		ABSENT				
DIANA HEWITT						
RICK POSS						
BETH PUTNAM		ABSENT				
PATTY TURK		X				

*PN concern
was snow removal
can be mitigated
lane width
doesn't change*

POWER MISC BLDG

EXISTING SPACES 83
(2 EXIST + 6 WEST)
PROPOSED SPACES 16 (2000 INCL)

H/C 1 CURBSIDE EXISTING
3 VAN ACCESSIBLE PROPOSED





July 10, 2017

Holly Phelps
Lewistown City Commission.
305 West Watson
Lewistown, MT 59457

RE: 3rd Ave. Parking Proposal

Dear Holly/Commission:

It was recently brought to our attention that neighboring building owners have proposed changes to the street parking located between Broadway and Main Street on 3rd Avenue North. After review of the proposed changes, we do not have any opposition to the plan. While we do not have any problem with the current parking set-up, if the changes were to improve parking availability in the area and increase business opportunity we support the plan.

If you have any further questions, do not hesitate to contact me at 406-538-7471.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Robinson", is written over a horizontal line.

Chad Robinson
Vice President
First Bank of Montana

RESOLUTION NO. 4180

**A RESOLUTION AUTHORIZING THE
CLOSURE OF THE CITY CLERK'S OFFICE,
INCLUDING PUBLIC WORKS, ON DECEMBER
24 FOR YEARS 2024, 2025, AND 2026.**

WHEREAS, the Lewistown City Clerk's Office, also known as the City Office, located at 305 W. Watson, serves as the central location for city government operations for Lewistown, including the City Clerk, City Manager and related staff with normal business hours of 8 a.m. to 5 p.m., Monday through Friday; and,

WHEREAS, the Commission has received a request to close city offices, including public works, on December 24, 2024, 2025, and 2026, in order to allow employees to take part in activities related to the Christmas holiday on December 25.

WHEREAS, on November 18, 2024, after notice being published in accordance with law, a public hearing on the proposed closure was held during the regular City Commission meeting at which time the Commission received considered all comments pertaining to the matter.

WHEREAS, the Commission finds that closing the city offices as proposed will not adversely affect the public or city operations; and,

WHEREAS, each affected city staff person would be required to use a vacation day;

NOW, THEREFORE, BE IT RESOLVED, that the City Commission authorizes the closure of the Lewistown City Office at 305 W. Watson, including the Lewistown Public Works Department, for December 24, 2024, 2025, and 2026. Each employee choosing to take this day off shall be required to use a vacation day.

BE IT FURTHER RESOLVED, that if an employee in either the City Office or Public Works Department does not desire to take the day of closure off as a vacation day, then that office/department will remain open and the employee will work the regular scheduled hours.

PASSED AND APPROVED this 18th day of November, 2024.

KellyAnne Terry, Commission Chairman

ATTEST:

Nikki Brummond, City Clerk

American Legal Publishing
525 Vine Street, Suite 310
Cincinnati, OH 45202

City of Lewistown
305 West Watson
Lewistown, MT 59457

CODIFICATION AGREEMENT

November 7, 2024

The City of Lewistown, a municipal corporation in the State of Montana ("Municipality"), and American Legal Publishing, LLC ("Publisher") agree as follows:

I. THE PUBLISHER SHALL:

- (1) Examine the Municipality's Charter (if any), and prior code of ordinances (if any), and all ordinances or resolutions provided by the Municipality and determine which materials are to be codified.
- (2) Utilize its staff of attorneys to review all materials to be codified and prepare a written report for the municipal attorney.
 - (a) The report may include notice of and suggestions for resolving the following: Apparent conflicts with referenced state and federal statutes and administrative regulations; Repealed, renumbered, or obsolete state and federal statutes and administrative regulations; Apparent conflicts with prominent federal case law; and Internal discrepancies such as duplications, ambiguities, and obsolete terminology.
 - (b) Suggest new provisions which the Municipality should consider including in the new code and delete old provisions which are no longer necessary or which might be improper or unlawful.
 - (c) The review will not involve re-drafting of entire chapters by the Publisher. However, the Publisher will provide model ordinances to the Municipality upon request if available.
 - (d) At the option of the municipality, hold a manuscript conference with municipal representatives to review the report. The Municipality will not be billed for time of the American Legal staff attorney if it chooses this option but will be billed for travel expenses.

Note: The review performed by the Publisher should not be considered as a substitute for the competent advice of your Municipal Attorney, especially based on his/her in-depth knowledge of the municipal practices and procedures, and American Legal Publishing is in no way assuming the role of attorney for the municipality. Land Use sections of the code are especially specific to the locality and are thus only subject to cursory review and comparison with the rest of the code.

- (3) Classify all ordinances and resolutions which are of a general and permanent nature into titles, chapters, and sections, according to subject matter.
- (4) Make changes to affect uniformity of style and to correct typographical and spelling errors, grammar, and usage. Substantive changes shall not be made in the wording of the ordinances. Suggestions for additions or changes in the ordinances will be submitted to the Municipal Attorney.
- (5) Prepare:
 - (a) Title, chapter, and section headings.
 - (b) A table of contents and sectional analysis for each chapter.
 - (c) A legislative history for each section, citing the ordinance number and date of passage, as indicated on copies of ordinances supplied to the Publisher.
 - (d) Statutory cross-references to sections of the state statutes and to other pertinent parts of the Code where applicable. These references shall appear at the end of the section to which they apply.
 - (e) Tables of Special Ordinances listing chronologically those ordinances in certain subject areas that the Municipality finds to be pertinent.
 - (f) Parallel Reference Tables showing:
 - 1. The disposition of ordinances (in numeric sequence) included in the codification (Ordinance to Code).
 - 2. A listing of code sections based on state statutes (Statute to Code).
 - 3. A listing of prior code sections incorporated into the new code if applicable (Old Code to New Code).
 - (g) An index (which will be created after the first draft of the Code is submitted).
- (6) Provide the Municipality with model or sample ordinances when available and upon request, at no additional charge.
- (7) Deliver to the Municipality, within 7 months from receipt of the materials deemed necessary by the Publisher to begin the codification (prior code, ordinances and new code questionnaire), one copy of a draft of the Code for the Municipality's examination.
- (8) If necessary, hold a conference to make final corrections, additions, and deletions to the Code. The Municipality will be billed for the travel expenses of the American Legal staff attorney. The Municipality may present changes to pages of the draft at the conference. After the final conference, no additional changes are to be made. Any further changes, additions, or deletions shall be made in the future supplements to the Code in accordance with III(3) of this Agreement.

- (9) When the draft, and any changes thereto made by the Municipality, is returned to the Publisher, such return of the draft shall be deemed final authorization by the Municipality to publish the Code as returned. If additional conferences are requested by the Municipality which require the travel of a member of the staff of the Publisher, then the Municipality shall be advised what the additional cost, if any, for such conference will be.
- (10) Deliver to the Municipality, within 3 months of receipt of the corrected draft, ten printed copies of the Code meeting the following specifications (a link to the revised Online Code to be also provided).
 - (a) Type to be single column, at the request of the Municipality
 - (b) Page size to be 8½" x 11"
 - (c) Printed on high-quality paper
 - (d) All copies to be in hard-covered, 3-ring, loose leaf binders. All binders shall have the Municipality's name stamped in gold and shall contain divider tabs.
- (11) Provide a sample adopting ordinance to the Municipality.

II. THE MUNICIPALITY SHALL:

- (1) The Municipality will provide clear copies of all materials necessary to perform the codification, including an up to date copy of any previously published code of ordinances, copies of ordinances and pertinent resolutions not previously codified, and a completed New Code Questionnaire (provided by the Publisher).
- (2) After receipt of the draft of the code and legal report described in paragraph I (2), the Municipality shall have 60 days to review the draft and report and to return to the Publisher its comments about the draft and its answers to the legal report. In the alternative, if the Municipality opts for the legal conference described in paragraph I (9), it must contact the Publisher within 60 days to set up a meeting date. The meeting, itself, need not occur within the same 60 day period. If the Municipality fails to either return its comments and answers to the legal report within 60 days or, if applicable, to set up a meeting date, the Municipality may request that the Publisher extend the deadline in writing. The Publisher may adjust the contract price to cover any increased costs due to the Municipality's delay.
- (3) The Publisher agrees to include in the final version of the Code all ordinances adopted by the Municipality up to the time the manuscript is originally due back to the Publisher under the provisions of (2) above. The Municipality agrees that any ordinances adopted after this date shall be included at the Publishers' supplement rates (as set out in paragraph III(3)(b)) at the time of the inclusion of these ordinances into the code.

- (4) (a) Pay to the Publisher for shipping of the final code order as a base price, the sum of \$20,915.00 for its services set out in Section I, payable as follows: forty percent with acceptance of the agreement, forty percent with delivery of the new code draft, and the balance is due upon delivery of the completed code books and revised Online Code link. Client to pay book shipping fee, UPS ground.
- (b) The price above is based upon a code of the following number of pages according to the format option chosen by the Municipality. Should the final page count of the code be more pages than this estimate, the base price will increase accordingly at the time of the final invoice:

FORMAT	NUMBER OF PAGES	INCREASE
8½" x 11" Single column	1,000	\$20.00 per page

- (5) Pay any invoices within 30 days of the invoice date. Invoices outstanding beyond the 30 day period shall be subject to a late payment equal to 1.5% of the unpaid balance per month, or part thereof.

III. SERVICES.

The Municipality, by the initials of the person executing the agreement on its behalf, exercises the following options:

INITIAL

(1) Code Format:

(a) Single-column format _____

(2) 10 Printed Copies of Code _____

(3) Five-year supplemental service plan: _____

For a period of five years after delivery of the code:

(a) The Publisher shall:

1. Incorporate into the code new pertinent ordinances submitted by the Municipality.
2. Revise or make additional entries to the table of contents, parallel reference tables, and index as necessary to reflect the incorporation of additional, changed or deleted material.
3. Deliver to the Municipality 10 printed copies of supplemental pages with an instruction sheet for directing the placement of the new pages in the code. The client's Online Code will also be updated.

(b) The Municipality shall:

1. Provide a copy of ordinances or resolutions passed subsequent to publication of the previous code supplement;
2. Pay the Publisher the sum of \$22.00 per reprinted single-column page.

The prices above are for a five-year period and cannot be changed except for adjustments in the second, third, fourth, and fifth years of this agreement to reflect any decrease or increase in the United States Consumer Price Index calculable from the month of delivery of the Code. If the code page contains an image (diagram, photograph, graph, etc.) or table, there is an additional \$10.00 per page charge.

Upon completion of the five years, this agreement shall automatically renew itself from year to year except that either party may alter or cancel the terms of this agreement at any time upon ninety days written notice.

(4) Code Hosted on ALP website \$595.00 per year. _____

IV. TRANSMITTAL AS OFFER.

The transmittal of this Agreement to the Municipality is an offer by the Publisher to perform the stated services at the prices and terms referenced within the Agreement. This offer will expire if not executed by the Municipality by December 31, 2024, unless such date is extended in writing by the Publisher.

IN WITNESS WHEREOF the parties to this contract have hereunto set their hands on the date(s) indicated:

CITY OF LEWISTOWN, MT

AMERICAN LEGAL PUBLISHING, LLC

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Billing Address

City of Lewistown
308 4th Ave S
Lewistown, MT 59457
UNITED STATES

Delivery Address

City of Lewistown
620 Metis Steet
Lewistown, MT 59457
UNITED STATES

OFFER: 71016427 / V1
Your Reference: Lewistown,MT(284546)

Your Reference:

Date printed: 9/12/24
Our Reference: Joe Monaco
Phone: +1-704-990-2473
Email: Joe.Monaco@hhusa.net

Customer No.: 114194

Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
10/1	30.00	pcs	505307 lamella doubling SSF/6 t2 L252 W122 H6	36.37	1,091.10 0%
20/1	100.00	pair	505224 spacer SS#6 t2 T5,8-5,9	2.58	258.00 0%
30/1	1.00	pcs	700500 flange bearing RVFW 40 S	109.29	109.29 0%
31/1	4.00	pcs	708376 countersunk screw ISO 14581 M10x 25	1.48	5.92 0%
32/1	4.00	pcs	702838 hexagon nut DIN 934 M10	0.65	2.60 0%
33/1	4.00	pcs	702425 washer DIN 125 A10,5	0.46	1.84 0%
40/1	2.00	pcs	700501 flange bearing RVFW 50 S	84.89	169.78 0%
41/1	8.00	pcs	702683 hexagon bolt DIN 933 M12x 40	2.07	16.56 0%
42/1	8.00	pcs	702839	1.20	9.60

Offer: 71016427

Date printed: 9/12/24

Page: 2 (8)

Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
			hexagon nut DIN 934 M12		0%
43/1	8.00	pcs	702426	0.64	5.12
			washer DIN 125 A13,0		0%
50/1	2.00	pcs	505261	1,233.53	2,467.06
			eccenter SSF 90x50x138,5 50h7/40H7		0%
60/1	2.00	pcs	706282	16.17	32.34
			feather key DIN 6885 A12x 8x 60		0%
70/1	3.00	pcs	703071	239.09	717.27
			proximity switch M18 IP68 t<40 XS618B1MAL2		0%
80/1	8.00	pcs	302867	798.40	6,387.20
			elbow lever with bush 300x 88x10 H15 bo40		0%
90/1	16.00	pcs	505460	174.86	2,797.76
			shaft D 40f9/25h9 L40,8 DE28LC		0%
100/1	32.00	pcs	505337	12.73	407.36
			sleeve 10,5/ 20,0x 31		0%
110/1	6.00	pcs	505458	54.00	324.00
			plate 150x 60x 6 2xbo7		0%
111/1	3.00	pcs	10065407	188.00	564.00
			Valve Coil 5282 C1D2		0%
112/1	3.00	pcs	10065409	21.28	63.84
			C1D2 Coil Cable Connector 2509, UL-Listed		0%
113/1	3.00	pcs	10065401	121.51	364.53
			Rebuild Kit Valve Body 5282 DN 32-40		0%
120/1	1.00	pcs	10109721	183.52	183.52
			Kluber Paste ME31-52 500g		0%
130/1	1.00	pcs	10000002	9,947.00	9,947.00
			Huber Service Visit (24/24)		0%
140/1	1.00	pcs	410500	500.00	500.00
			Freight		0%
				Total net	USD 26,425.69
				Including Sales Tax	USD 0.00
				Total gross	USD 26,425.69

The quotation is subject to national or international export control regulations and embargoes or any other export restrictions.

Valid for: 30 days

Delivery: prepaid and add

Payment terms: Net 30 days

HUBER Technology, Inc.
1009 Airlio Parkway • Denver, NC 28037
Phone (704) 949-1010 • Fax (704) 949-1020 • huber@hhusa.net • www.huber-technology.com

A member of the HUBER Group

Best regards

Joe Monaco
Huber Technology, Inc.

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Aftermarket Sales & Service Rates 2024

Field Service Base Rates

Continental U.S., Mexico and Canada..... \$160.00 per hour
Outside Continental U.S., Mexico and Canada..... \$240.00 per hour

Training

Product Training..... \$160.00 per hour

Travel

Travel (time)..... \$150.00 per hour
Mileage..... \$0.58 per mile

Manufacturing/Engineering Services in house

Services include failure analysis of returned hardware..... \$150.00 per hour

Premium Rates

Overtime rate (in excess of 8 hours per day)..... \$240.00 per hour
Standby rate..... Applicable base rate
Double time rate (Sunday, Holiday, or in excess of 12 hours)..... \$320.00 per hour

Expenses

Travel and accommodations..... Actual cost
Per Diem.....Business Rate Plan 1.. \$64.00 per day
High Cost Area Rate 2.. \$74.00 per day
Service Truck Rate \$80.00 per day
Materials, Equipment Rental, Supplies..... Actual cost plus 20%
Laboratory testing..... Actual cost plus 20%

Fees

Visa, work permits, taxes, user fees or special assessments, etc..... Actual cost

Cancellation Charges

Prior to departure for travel expenses incurred (i.e. airline / change fees)..... Actual cost

Offer: 71016427
 Date printed: 9/12/24
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Aftermarket Sales & Service Rates 2024

Field service Base Rate. Rates are calculated from the day the Service Specialist departs Huber Technology, Huntersville, North Carolina until the day the Service Specialist returns to Huber Technology, Inc., Huntersville, North Carolina. Rates include weekends and holidays. If a Service Specialist is required to travel from any other location, including, Germany the rates are calculated from when the Service Specialist departs the home office until the day the Service Specialist returns to the home office.

Travel. Time includes transportation to and from the airport, security clearance, time between flight changes, driving time and local travel to and from worksite. Travel time in excess of eight (8) hours may be billed at the premium rate.

Double Time. Any Sunday or Recognized Huber Technology, Inc. Holiday.

Transportation. The customer is responsible for reimbursing Huber Technology, Inc. for all transportation charges associated with service work. Flights will be booked as coach-tourist class unless it is unavailable. Rental car, gas, taxis, airport / hotel limousines, company or personal vehicles will be used when necessary.

Standby rate. Applies to the time a Service Specialist is available for work and is located at or near the job site but unable to work due to circumstances beyond his control. Time shall be considered time worked and will be charged at the applicable base or premium rate.

Accommodations and Meals. Meals are charged at \$64.00 per day or \$74.00 per day depending on the area (See Business Rate Plan 1 and 2). If an overnight stay is required, the customer is required to reimburse Huber Technology, Inc. for lodging charges. Hotel rooms will be booked on a business executive, single occupancy basis.

Visa, Work Permits & Local Taxes. The customer is responsible to pay any and all taxes, user fees or special assessments. If a visa or work permit is required before departing for an international assignment, the fee will be charged to the customer at actual cost (including any expediting charges).

Warranties. Per Huber Technology, Inc.'s Terms and Conditions of Sale, Huber Technology, Inc. warrants Field Service work performed at site. "Breach of Warranty" claims do not entitle the customer to refuse payment for field service work. HUBER TECHNOLOGY, INC. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER TECHNOLOGY, INC.'S TERMS AND CONDITIONS. HUBER TECHNOLOGY, INC. IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER TECHNOLOGY, INC. IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

SCHEDULING – 10 Working Days Notice. Request for field service should be made in writing (letter, fax or e-mail) to Huber Technology, Inc. at least ten (10) working days prior to the date for which services are requested. Confirmation of the service will be conveyed verbally by Huber Technology, Inc.

Insurance. All Huber Technology, Inc. Service Specialists are insured. Liability insurance certificates may be provided upon request by the customer in order to allow for sufficient time for document processing, the request must be made at least seven (7) working days prior to the date of services.

Huber Technology, Inc. can not offer fixed lump sum contracts for Field Service activities. The duration of site visitation is neither under our direct control nor influence, and as such we can only provide estimates of time on-site to affect the required service actions. Field service published rates and terms are valid through December 2024

Hazardous Locations.

Huber Technology, Inc. reserves the right to recall its personnel if the worksite does not meet governmental health and safety standards.

Minimum Daily Charge. For all Field Service Base Rates or combinations of Base Rates, the minimum fee will be for eight (8) hours. If services are performed on the same day as travel, travel time will be billed in addition to service time.

Overtime. The overtime rate applies to work or travel in excess of eight (8) hours per day (weekdays) and all Saturday work. Workdays in excess of (16) hours are prohibited. Service specialist are NOT required to perform, and may decline, work in excess of twelve (12) hours. The overtime charge shall be at the base rate plus a one hundred percent (100%) premium.

Recognized Huber Technology, Inc. Holidays. New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve and Christmas Day.

Expenses. The customer is responsible for ALL expenses associated with service work. All travel expenses including airfare, taxi, mileage for personal or company owned vehicles or any other chauffeured vehicle, living accommodations and meals will be invoiced. Invoices will include a cost

break-down. Copies of receipts will not be furnished unless specifically requested. Original receipts cannot be provided. Receipts for under \$25.00 cannot be provided. Use of personal or company owned vehicles will be invoice at the rate set by IRS mileage regulations.

Payment. All field service invoices are in U.S. Currency and all payments must be in U.S. Dollars. Payment is due NET 30 DAYS from the date of invoice.

Purchase Orders. A purchase order is required BEFORE any field service arrangements will be made. The purchase order is to be made out to Huber Technology, Inc. and must contain the following information: 1) Customer's name, 2) company, 3) billing address, 4) dates of service, 5) type of service requested (i.e. installation, commissioning, troubleshooting, training, etc.), 6) serial number / model number, 7) equipment purchase order number, and 8) equipment tag numbers. A "confirming-copy" purchase order must follow any preliminary arrangements. Equipment location including city, state, plant site, directions to the site, a local contact and telephone number must also be included.

2) Amended Purchase Orders. An amended PO is required if services are extended beyond the cost of the original PO. If the Service Specialist is on site and an amendment is required, the PO must be completed and submitted to Huber Technology, Inc. before the Service Specialist can continue working.

Applicable law. Any purchase order accepted by Huber Technology, Inc. in conjunction with Field Service work, shall be deemed to have been executed, delivered and accepted in the State of North Carolina, USA and shall be governed, construed and enforced pursuant to the laws of the State of North Carolina, USA

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Warranty and Returns Policy & Instructions

Huber Technology, Inc. ("Huber") warrants any **original** Huber part (mechanical or electrical) for a period of:

A. Twelve (12) months from the date of purchase and only when part(s) are installed by a Huber factory trained technician. Should the part(s) fail within the warranty period, a replacement shall be supplied at no cost to the owner ("Replacement Part")

1. Only valid if the product is operated in accordance with the manufacturer's instructions.
 2. The replacement part(s) must not be modified or changed in anyway.
 3. The replacement part(s) must be installed by a qualified person to the manufacturer's specifications
- Or

B. Three (3) months from the date of purchase and/or installed by a non-Huber factory trained technician.

1. Only valid if the product is operated in accordance with the manufacturer's instructions
2. The replacement part(s) must not be modified or changed in anyway.
3. The replacement part(s) must be installed by a qualified person to the manufacturer's specifications

This warranty does not apply to any damage or defect arising out of any of the following circumstances:

- Part(s) needing repair or replacement due to events or circumstances outside of normal use and operation of the equipment.
- Part(s) or components damaged due to power surges, short circuits, loss of power, lightning strikes, fire or water damage, vandalism, theft, or any other causes outside of normal use and operation of the equipment or that would normally be covered by casualty insurance on the equipment.
- Damage or defects caused by neglect, incorrect application, abuse, or by accidental damage of the parts or components.
- Repair or replacement of part(s) or components due to improper or negligent operation of the equipment.
- Damage or defects to the part(s), component(s), or equipment caused by the attempted repair by an unauthorized or unqualified person.

All Huber parts warranties are non-transferable, and cannot be sold, assigned or transferred in any other way.

This warranty of **original** Huber Service parts does not include the labor to remove the defective part nor the labor to install the new part. **All labor costs associated with the replacement of the part is the responsibility of the owner.** The request for assistance of a certified Huber technician is available upon the issuance of a purchase order by the owner. The fee for the assistance of a Huber technician includes labor (billed at prevailing Huber Field Service Base Rates) plus associated expenses for travel to and from the jobsite.

Return of New Wear or Spare Parts:

- Any original Huber part(s) returned to Huber after a purchase order has been submitted is subject to a flat twenty percent (20%) restocking fee for each part returned.
- The customer has up to thirty (30) days to return a part from the purchase order submittal date to Huber.

Returns will not be accepted past thirty (30) days.

- Part(s) must be new and never installed. Any indication of wear or installation, at Huber's sole discretion, may result in the part(s) being shipped back to owner, at the owner's cost, and no credit shall be issued.

Exception:

The owner may exchange, without a restocking fee, if the incorrect part(s) is delivered and/or sold to the

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owner by a Huber team member. Huber will ship the correct part(s) to the owner expeditiously. A refund will be issued to the owner upon Huber's receipt of the incorrect part(s).
warehouse.

The customer may return, without a restocking fee, any original Huber part(s) if said part(s) was sold as part of a complete rebuild and the Huber technician concluded the part(s) were not needed. The customer has thirty (30) days from the date the service was completed. After thirty (30) days have expired, the normal Huber restocking fee shall apply.

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Warranty and Returns Policy & Instructions

Return of Damaged / Defective Items

- In the event of a damaged or defective part, the return process can often be expedited by providing a digital image of the damage or defect (along with a clear description of the problem) in an email to the Huber Aftermarket Team ("Aftermarket Team") at the following email address: returns@hhusa.net. The phone and fax numbers for Aftermarket Team are: 704.990.2045; Fax: 704.896.2830. Huber reserves the right to inspect in person even if a digital image is provided as outlined above.
- If the damage or defect **cannot be verified over the phone or via email** contact, the item may be required to be returned to Huber Technology, Inc. for inspection before a determination can be made as to the state of the product.
- The Aftermarket Team will validate the warranty claim for the defective part.
- If the Aftermarket Team determines that the part is under warranty and should be replaced, the Aftermarket Team will provide a Return Merchandise Authorization ("RMA") number and a shipping address to the Customer for the return of the defective part.
- The Customer shall ship the part to the specified address with the RMA number listed on the outside of the package.
- When the warranty part has been repaired (or replaced) by Huber, the part will be shipped to the "ship-to" address included in the RMA information provided by the Customer.

Return shipping cost

- ONLY in the event that an incorrect part is sold to the Customer by a Huber team member, will Huber pay for shipping. The Customer will be provided with a prepaid return shipping label.
- UNDER ALL OTHER CIRCUMSTANCES, the Customer returning the part(s) is responsible for any freight costs incurred for returning the part(s).
- UNDER NO CIRCUMSTANCE will Huber reimburse (or provide credit) for return shipping costs incurred by the Customer.

How to Request an RMA (Return Merchandise Authorization)

Contact the Huber Technology Aftermarket Sales Team and request a Return Merchandise Authorization ("RMA") number.

- Completely fill out the RMA form.
- Include the completed RMA form in the package along with the item(s) to be returned.
- Write the RMA number conspicuously on the outside of the package to ensure proper routing upon receipt by the Aftermarket Team.
- Ship the package to:

o Huber Technology, Inc.
Aftermarket Sales and Service
1009 Airlie Parkway
Denver, NC 28037
Phone: 704.874.8237 Fax 704.896.2830 Email: service@hhusa.net