

COMMITTEE OF THE WHOLE

APRIL 5, 2021

6:00 PM

1. Discussion on water and sewer delinquency process
2. Discussion on schedule for moving forward with water and sewer rate increases
3. Discussion on Citizen Participation

**NOTICE FOR, AND AGENDA FOR, A REGULAR MEETING OF THE CITY COMMISSION,
CITY OF LEWISTOWN, APRIL 5, 2021 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 – March 15, 2021

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 March 11, 2021 to March 31, 2021 for a total of \$95,367.01

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

1. Public hearing on a request for a zoning amendment submitted by Ken Bridgeford for two lots located on the western side of the intersection of Sharptail Avenue and Golden Eagle Drive, Lewistown Montana which is legally described as Lot 13, Block 3 and Lot 17, Block 2 of the Casino Creek Highlands Subdivision Phase 2-A
2. Discussion and action on a zoning amendment submitted by Ken Bridgeford for two lots located on the western side of the intersection of Sharptail Avenue and Golden Eagle Drive, Lewistown Montana which is legally described as Lot 13, Block 3 and Lot 17, Block 2 of the Casino Creek Highlands Subdivision Phase 2-A (**Action: approve, disapprove or amend the zoning amendment request by Ken Bridgeford**) City Manager Holly Phelps
3. Discussion and action on entering into an agreement for reimbursement between Ricochet Development and the City of Lewistown for repayment of water and sewer improvements and authorizing the City Manager to sign the agreement (**Action: approve, disapprove or amend agreement and authorizing the City Manager to sign the agreement**) City Manager Holly Phelps
4. Discussion and action on approving a Memorandum of Understanding between Bighorn Valley Health Center, Inc (dba One Health) and the City of Lewistown and authorizing the City Manager to sign the agreement (**Action: approve, disapprove or amend the MOU between Bighorn Valley Health Center, Inc and the City of Lewistown**) City Manager Holly Phelps

5. Discussion and action on committing matching funds up to \$50,000 for the Montana Department of Transportation to create a Lewistown Area Transportation Plan (**Action: approve, disapprove or amend to commit matching funds to create a Lewistown Area Transportation Plan**) City Manager Holly Phelps

6. Discussion and action on approving the purchase of equipment from Lumen (previously CenturyLink) to complete the integration of the Text to 911 at the Central Montana Dispatch Center (**Action: approve, disapprove or amend the purchase of equipment from Lumen to complete integration of Text 911**) City Manager Holly Phelps

7. Discussion and action on appointing Ms. Amy Baldry to serve a three-year term on the Board of Adjustments (**Action: approve, disapprove or amend the appointment to the Board of Adjustments**) 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 CITY COMMISSION
PUBLIC HEARING – April 5, 2021
7 P.M.
COMMUNITY CENTER – 307 W. WATSON STREET**

APPLICATION FOR A ZONING CHANGE

1. APPLICANT

Ken Bridgeford representing Casino Creek Highlands Partnership LLC
PO Box 36
Lewistown, MT 59457

2. PROPERTY AFFECTED

The property consists of two vacant lots located on the western corners of Golden Eagle Drive and Sharptail Avenue. The property is legally described as Section 15, Township 15 N, Range 18 E, Lot 13, Block 3 and Lot 17, Block 2 of the Casino Creek Highlands Subdivision Phase 2-A to the City of Lewistown. The proposal is to change the above-described parcel to Residential Two-Family (R-2) from its current designation of Residential Single-Family (R-1).

The property was previously part of the Casino Creek Highland subdivision which was 150 lot residential subdivision. The subdivision was approved by the City County Planning Board in 2001.

3. REQUESTED ACTION

The applicant is requesting an amendment to the official zoning map for the above property. The property is currently in a Residential Single-Family (R-1) Zoning District. The applicant has requested a zoning change for the property to Residential Two-Family (R-2).

4. REVIEW BASED ON THE 12-POINT TEST CONSISTENT WITH PURPOSES OF ZONING:

a. Comprehensive Plan:

The Comprehensive plan designates the subject property as Low-Density Residential. The intended use for the subject property upon rezoning is consistent with this.

The Lewistown Comprehensive Plan (1971) goals include "develop residential areas with density patterns that are related to existing and proposed public facilities and services".

Lewistown Growth Policy (2006) goals include the encouragement of infill development to avoid urban sprawl; protect residential areas from the encroachment of incompatible or unrelated uses; and to

design “walkable” neighborhoods that combine commercial and residential amenities and features.

- b. **Contribute towards reducing congestion in the streets:**
The ultimate use for the rezoned property is to allow for a higher density residential use this could serve to adversely impact the parking of the residential area. To address this potential issue, properties will have garages and concrete driveways that will provide off-street parking to the property.
- c. **Secure safety from fire, panic and other dangers:**
No adverse impacts have been identified.
- d. **Promote health and general welfare:**
This zoning amendment should have no change on this condition.
- e. **Provide adequate light and air:**
No impacts contemplated.
- f. **Prevent overcrowding of land:**
This is not determined to be a factor.
- g. **Avoid undue concentration of population:**
This is not determined to be a factor. The net number of residences located in this development are anticipated to be much less than the 150 approved in 2001.
- h. **Facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements:**
No changes are anticipated. The net number of residences located in this development are anticipated to be much less than the 150 approved in 2001.
- i. **Consider the character of the district:**
This is not determined to be a factor.
- j. **Consider the peculiar suitability of the property for particular uses:**
This is not determined to be a factor.
- k. **Conserve the value of buildings:**
Lewistown City Code 11-3-2 states: intended uses in the R-2 Residential Two-Family district is to accommodate single-family and two-family dwelling units.

I. **Encourage the most appropriate use of land throughout the city:**

One of the purposes of zoning is to regulate the use of buildings, structures, and land for residences, trade, industry and other purposes. Each zoning district has listed permitted uses and conditional uses in the zoning ordinance. Care must be exercised when considering a request for a zoning change that could adversely impact a neighborhood if an incompatible use of land or buildings were to occur. Incompatible uses may not always be immediately evident.



Figure 1: Aerial view of the proposal



Figure 2: View looking South



Figure 3: View looking South



Figure 2: View looking Northwest

SUMMARY:

Ken Bridgeford representing Casino Creek Highlands Partnership LLC, the owners of two vacant lots located on the western corners of Golden Eagle Drive and Sharptail Avenue, is requesting to amend the Official Zoning Map of the city. The proposal is to change the above-described parcel to Residential Two-Family (R-2) from its current designation of Residential Single-Family (R-1). The property is further described as Section 15, Township 15 N, Range 18 E, Lot 13, Block 3 and Lot 17, Block 2 of the Casino Creek Highlands Subdivision Phase 2-A to the City of Lewistown.

The zoning commission is charged with reviewing the request and making a recommendation to the City Commission. The City Commission will also hold a public hearing on the proposal on April 5, 2021 and is expected to make a final decision after that public hearing. The City Commission will, of course, take into account the recommendation of the Zoning Commission.

A public hearing was held before the City-County Planning Board on March 18th, 2021 at the Council on Aging – Community Center. The board considered the facts presented and through public comment found the criteria did not pass the 12-Point Test Consistent with Purposes of Zoning as described in section 76-2-304, Montana Code Annotated. The City-County Planning Board is recommending the City Commission deny the proposal for the Amendment to Zoning Ordinance application

AGREEMENT FOR REIMBURSEMENT

THIS AGREEMENT is made this ____ day of _____, 2021, by and between Ricochet Development LLC, of 1276 N 15th Ave Ste 103, Bozeman, Montana 59415 hereinafter called "the Developer" and the City of Lewistown, a municipal corporation and political subdivision of the State of Montana, of 305 W. Watson St, Lewistown, Montana 59457, hereinafter called "the City." For and in consideration, the parties acknowledge and agree as follows:

1. Water and Sewer System Improvements. The Developer has paid for construction of certain water and sewer improvements more particularly described as the H Street Commercial Site Water & Sewer Improvements as shown in Exhibit A. These improvements involve main line extensions and other fixtures which have been transferred in ownership to the City of Lewistown.

2. Ordinance. The City has an Ordinance which authorizes the city to enter into this contract, for the purpose of collecting funds for the Developer from future customers who are able to hook on to the water and sewer main extensions over the next 15 years. Specifically, ordinance 3-3-10(B)4(b), provides in part; "[w]hen it is necessary to extend through an undeveloped area to the development, the city may enter into an agreement with the applicant to collect a payback charge from the area."

3. Payback Charge. The City agrees to collect a payback charge from future water and sewer customers or developers who connect to the water or sewer main extensions constructed and funded by the Developer. The City agrees that it will not allow connection to either the water mains or sewer mains constructed by the Developer, without payment by the future developer or customer of the payback charges shown below. The City will initiate appropriate procedures to ensure such payback charges are collected. However, if for any reason the City fails to collect a payback charge, the City shall not be liable to the Developer for such failure.

a. For each business or residential service connection to either the sewer or water main constructed by the Developer, the amount of \$2,000.00 for a residential connection and the amount of \$4000.00 for a business connection. Any connection being used, or proposed to be used for, any commercial purpose, whether in part or in full, shall be deemed a business connection. For avoidance of doubt, only connections which will be used solely for residential purposes shall be deemed a residential connection.

b. For each main connection which connects to the water main constructed by The Developer, the amount of \$20,000.00.

c. For each main connection which connects to the sewer main constructed by The Developer, the amount of \$20,000.00.

The City shall not be required to pay a payback charge for a main connection wholly funded by the City. Main connections in TED Districts do not apply to this payback waiver. All main connections and service connections benefitting the parcels as described in Exhibit B are exempt from the payback district.

The Developer agrees to a maximum payback amount of \$125,000 for each the water and sewer payback district respectively. For avoidance of doubt, the maximum payback Developer shall be entitled to receive for the H Street Commercial Site Water & Sewer Improvements, as shown in Exhibit A, shall be \$250,000 ("Maximum Payback"). No amount withheld by the City as an Administrative Fee (defined below) shall be applied to, or counted towards, the Maximum Payback.

The City agrees that when a water or sewer customer files an application for connection, where any of the fees described herein would be collected, the Developer will be provided a copy of the application within 10 days of the customer making such application

Within 60 days of receipt of any payback charge, the City will forward to the Developer the payback charge, less an administrative fee of seven percent (7%) ("Administrative Fee"). Such payment shall include the name of the customer from whom the payback charge was received, along with a description of the kind of connection for which the charge was collected.

4. Term of Collection of Payback Charges. The term for which the City shall collect payback charges shall be for a period of fifteen (15) years from the date that the improvements are completed and ownership of such improvements are transferred to the City.

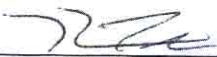
5. Limitation on Developer Obligations. Construction and installation of the water and sewer line is limited specifically to the terms and area covered by this agreement. Nothing in this agreement is to be construed as an obligation on the part of the Developer to extend the water and sewer line to any points beyond those contemplated in this agreement and described in Exhibit "A."

6. Indemnity. The Developer agrees to release and hold the City, its agents, officers and employees harmless for any actions, claims, suits, damages, obligation and liability of any character, including attorney fees, which may be brought by a third party against the City arising out of this agreement relating to the calculation, imposition or collection of Payback Charges. Prior to the imposition of the Developers obligations in this paragraph, the City shall provide

the Developer with written notice that a third party has made a claim against the City, its agents, officers or employees.

7. Severance. Should any portion of this Agreement be declared invalid and unenforceable by a court of competent jurisdiction, then if necessary to effectuate the intent and material provisions of this Agreement, such court will reconstruct the remaining, valid portions of this agreement to best effectuate such intent and material provisions.

DATED this 24th day of February, 2021.



Kevin Cook, Ricochet Development LLC.

DATED this ____ day of _____, 2021.

Holly Phelps, Lewistown City Manager

ATTEST:

Clerk

HYALITE
2304 N 7th Ave. Ste. L
Bloomington, MI 49715
Tel: (406) 587.2781
Fax: (406) 522.9225
www.hydressing.com



**H STREET
COMMERCIAL SITE
WATER & SEWER
MAIN EXTENSIONS**

TOP STAR PROPERTIES, LLC

REVISIONS
DATE
04/03/2019

172715

SHEET TITLE
OVERALL SITE PLAN

DESIGN BY

SAJ

SCALE

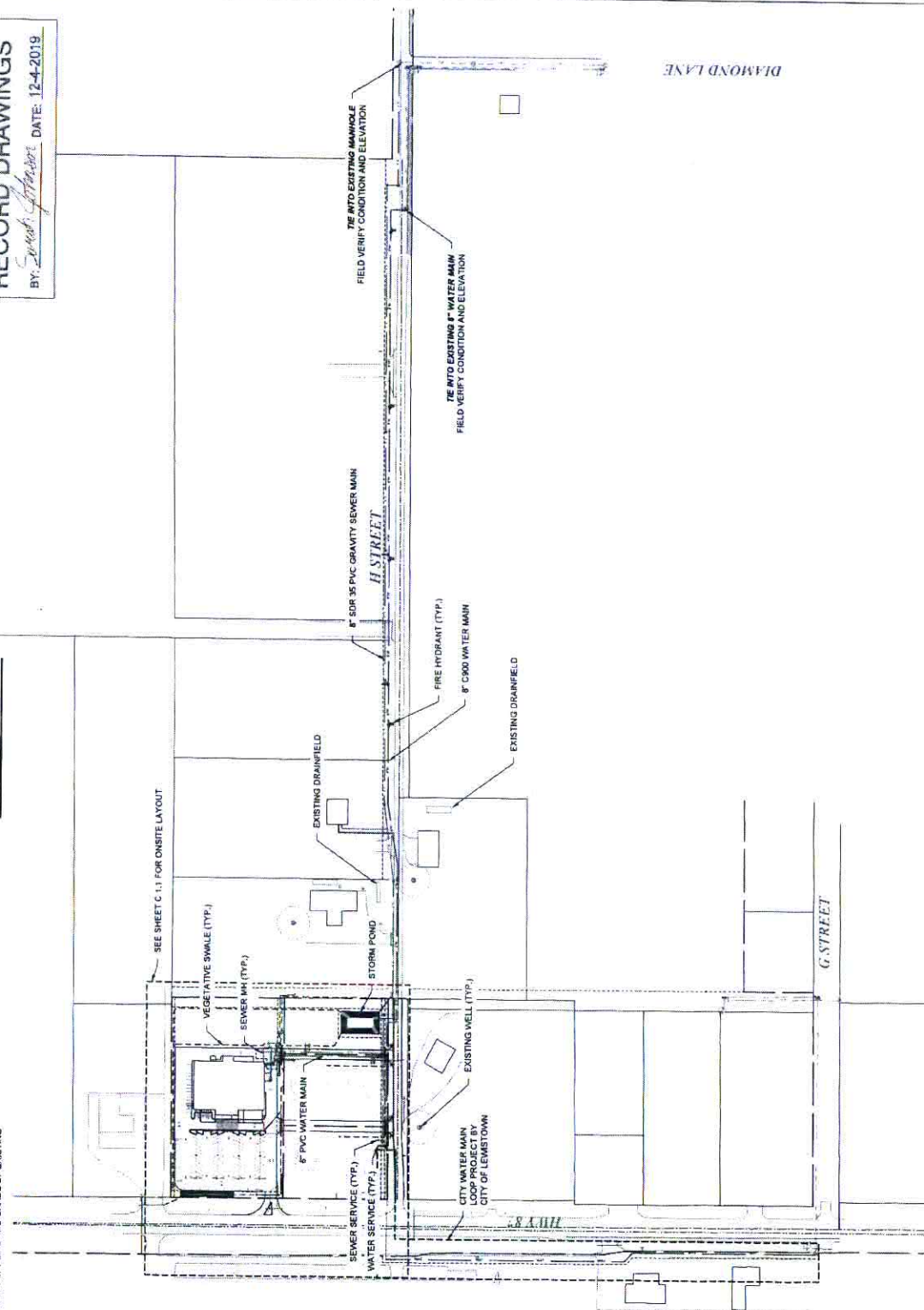
AS NOTED

10.

RECORD DRAWINGS
BY: Smith, J. J. DATE: 12-4-2019

EXHIBIT A

- NOTES:
1. ALL CONSTRUCTION WILL CONFORM TO THE LATEST EDITION OF THE MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS EXCEPT AS AMENDED BY THE LATEST EDITION OF THE CITY OF LEWISTOWN STANDARD FOR DESIGN CONSTRUCTION.
 2. CONTRACTOR SHALL FIELD-VERIFY LINE AND GRADE OF EXISTING CONNECTIONS.



OVERALL SITE PLAN
1" = 150'



10

EXHIBIT B

H STREET COMMERCIAL SITE WATER & SEWER PAYBACK FEE EXEMPT PARCELS

OWNER	PROPERTY DESCRIPTION
CENTURY COMPANIES INC	DENGEL MINOR SUBDIVISION, S16, T15 N, R18 E, TRACT 1B
CENTURY COMPANIES INC	GOLD BLOCK PROPERTIES S16, T15 N, R 18E, LOT 1,
RICHARD & SHEILA DYCK	K&T PROPERTIES SUBDIVISION #2, S16, T15 N, R18 E, Lot 6
CJ & MANDI BAILEY	K&T PROPERTIES SUBDIVISION #2, S16, T15 N, R18 E, Lot 5

MEMORANDUM OF UNDERSTANDING BETWEEN
BIGHORN VALLEY HEALTH CENTER, INC. (dba One Health)
AND
THE CITY OF LEWISTOWN

Purpose: The City of Lewistown agrees to share the sitework costs with Bighorn Valley Health Center (BVHC) which are associated to the remodel of the Crowley Building and the upgrades to surrounding common city property.

Term: This agreement shall be made effective this 3rd day of March 2021 by the City of Lewistown and BVHC.

Scope of Services & Principles: The City of Lewistown agrees to share in the costs outlined in Exhibit A and Exhibit B, not to exceed \$100,310.00.

Payment: BVHC will invoice the City of Lewistown in two lump sums. The initial invoice will be for half of the agreed upon costs and will be sent prior to the work commencing. The second invoice will be for the remainder of the agreed upon costs once the scope of work has been completed. The City of Lewistown agrees to pay the BVHC invoices within 30 days of receipt.

City of Lewistown Responsibilities: The City of Lewistown will communicate with the BVHC designee who will facilitate communications with contractors.

BVHC Responsibilities: BVHC will pay the total invoices to contractors. A BVHC designee will provide timely communication and follow-up support between the City of Lewistown, architects, and sitework contractors on any questions or issues that arise.

Indemnity: The City of Lewistown (the "Indemnitor") shall defend, hold harmless, and indemnify BVHC and its affiliates, and their owners, officers, employees, directors, and agents, and their respective successors and assigns (the "Indemnified Parties"), from and against all claims, liabilities, suits, actions, judgments, damages, consequential damages, losses, demands, obligations, deficiencies, costs and expenses, including, without limitation, attorneys' fees, accountants' fees, costs of investigation, and other expenses of defending or prosecuting any actions or claims (collectively, the "Losses") made by third parties to the extent resulting from or attributable to the acts, errors and/or omissions of the Indemnitor, or its employees, representatives, or agents arising out of or related to this agreement.

Governing Law: This agreement shall be governed by the laws of the State of Montana.

Counterparts: This agreement and amendments thereto may be executed in multiple copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Partial Invalidity: In the event any provision of this agreement is found to be legally invalid or unenforceable for any reason, the remaining provisions of the Agreement shall remain in full force and effect provided the fundamental rights and obligations remain reasonably unaffected.

Independent Contactors: The parties to this agreement are acting as independent contractors and not as employees, agents, partners of, or joint venturers with the other party.

David Mark, MD
CEO, BVHC

Holly Phelps
City Manager, City of Lewistown

Exhibit A - Cost Share Breakdown

COST SHARE FOR SITEWORK AT CROWLEY BLOCK, NEW PARKING LOT, AND ALLEY

11/30/2020

Item #	Quantity	Unit	Unit Price	Total	BVHC share	% split	City share	% split
101 Mobilization	1	LS	\$ 78,981	\$ 78,981	\$ 78,981	100%	\$ -	0%
102 Asphaltic Concrete (4" asphalt, 3" CBC, 9" sub base pit run, geotech fabric, demo of exist. asphalt, excavation)	1644	SY	\$ 84.83	\$ 139,459	\$ 111,766	80%	\$ 27,693	20%
103 4" Concrete (+ excavation + gravel prep)	1356	SF	\$ 14	\$ 19,187	\$ 10,726	56%	\$ 8,462	44%
104 6" Concrete (+ excavation + gravel prep)	1501	SF	\$ 19.60	\$ 29,421	\$ 18,276	62%	\$ 11,145	38%
105 Concrete Curb & Gutter (+ excavation + gravel prep + demo and patch of 12" strip of asphalt)	592	LF	\$ 49.75	\$ 29,453	\$ 18,860	64%	\$ 10,593	36%
106 Concrete Valley Gutter (+ excavation + gravel prep)	874	SF	\$ 19.54	\$ 17,075	\$ 8,113	48%	\$ 8,962	52%
107 Traffic Control and Construction Staking	1	LS	\$ 8,500	\$ 8,500	\$ 6,630	78%	\$ 1,870	22%
108 Jackson Contractor Group Admin.	1	LS	\$ 58,506	\$ 58,506	\$ 45,904	78%	\$ 12,602	22%
109 Parking Lot Demo Asphalt and Concrete	1	LS	\$ 8,000	\$ 8,000	\$ 8,000	100%	\$ -	0%
110 Parking Lot Earthwork and Grading	1	LS	\$ 27,229	\$ 27,229	\$ 27,229	100%	\$ -	0%
111 Stamped Colored Concrete Walk	121	SF	\$ 51	\$ 6,171	\$ 6,171	100%	\$ -	0%
112 Sewer Service (includes Line Work and Manhole Rim Adjustment)	1	LS	\$ 20,313	\$ 20,313	\$ 20,313	100%	\$ -	0%
113 New Fire & Domestic Water Service	1	LS	\$ 13,045	\$ 13,045	\$ 13,045	100%	\$ -	0%
114 Storm Drain Work	1	LS	\$ 21,072	\$ 21,072	\$ 21,072	100%	\$ -	0%
				TOTALS	\$ 476,412		\$ 395,086	82.9%
							\$ 81,327	17.1%

Exhibit B – Engineering and Design fees



HIGH PLAINS
ARCHITECTS

January 5, 2021

Bighorn Valley Health Center, Inc.
Attn: Dr. David Mark, MD, CEO
PO Box 458
Hardin, Montana 59324

RE: Sitework Design Costs for Crowley Block project

Dear Dr. Mark,

I understand that the proposed split of costs between BVHC and the City of Lewistown for the sitework includes both the design and construction costs. Accordingly, I am providing the total design fee for the civil engineer, Interstate Engineering, Inc. plus some minor fee for coordination time by High Plains Architects:

Interstate Engineering fee (design, CDs, and CA):	\$78,633
HPA coordination of civil engineering:	\$ 3,900
TOTAL SITEWORK DESIGN FEE:	\$82,533

I propose to allocate that total fee between the two parties as a function of the total square footage. The BVHC parking lot plus public right-of-way that is immediately adjacent to the BVHC parking lot is 77% of the area, while the remaining 23% of the scope of work in the public right-of-way is entirely within the purview of the City. Thus, the total sitework design fee would be distributed accordingly:

Bighorn Valley Health Center:	$\$82,533 \times 77\% = \$63,550$
City of Lewistown:	$\$82,533 \times 23\% = \$18,983$

The project has a guaranteed maximum price contract with the general contractor, so the City's share of construction costs shown in the attached Exhibit A would not exceed \$81,327. Combined with the design fee above, the total City share of the project would thus not exceed \$100,310.

Please do not hesitate to contact me if you have any questions or comments about the sitework fee or how I allocated it. I can be reached at (406) 384-0147.

Sincerely,

Ed Gulick, Vice President
High Plains Architects, P.C.



WHEN WE BUILD LET US THINK THAT WE BUILD FOREVER FOR
LET IT NOT BE FOR PRESENT DELIGHT, NOR FOR PRESENT
USE ALONE, LET IT BE SUCH WORK AS OUR DESCENDANTS
WILL THANK US FOR

JOHN RUSKIN



Transportation Plans

Transportation plans establish an agency's future vision, policy direction, and/or wish list of improvements. Transportation plans guide development, management, and operation of transportation systems and facilities (including bicycle and pedestrian) for urban areas over the long term. These plans are developed through an extensive public involvement process and typically cover a 20-year planning horizon including both long- and short-range strategies and actions. They identify projected transportation demands and address all transportation modes. They include general design concepts and scopes of recommended transportation improvements, which must be consistent with the area's comprehensive long-range land-use plans and metropolitan development.

Federal laws require MPO's (Billings, Great Falls, and Missoula) develop such plans in accordance with federal requirements. Funding is provided through federal and state planning funds. MDT also encourages and provides funding assistance for smaller communities (populations less than 50,000) to develop plans.

The Montana Department of Transportation offers local communities **Transportation Plan Assistance**. They need a letter requesting assistance with the development of a transportation plan, the letter must include

- Desired timeline to begin planning process
- Anticipated budget, funding sources (city, county, other) and desired level of MDT participation.
- Use of our term contracts or having the City issue their own RFP

LUMEN

Quote Number: 56964843
 Customer: Central Montana 911
 Lumen Products: CPE

Lumen Installation: Yes
 Lumen Maintenance:

Centurion On-Site Maintenance,
 Manufacturer Maintenance

Created On: 2/26/2021
 Expiration Date: 3/28/2021
 Account Manager: Bjorn Johnson / CIWG
 Sales Engineer: Charlie Knox
 Pramata #:
 Customer Notes:

Catalog Number	Description	Unit Price	Qty	Total Price	Service Term (Months)
LOCATION: City of Lewistown					
Materials					
870891-66301	VESTA 9-1-1 SMS LIC	\$ -	2	\$ -	
6400C-20028	HARD DRIVE PORTABLE 2TB	\$ 129.00	1	\$ 129.00	
03800-03060	FIREWALL 60E	\$ 693.68	2	\$ 1,387.36	
P10063	ITS Equipment	\$3,012.05	1	\$ 3,012.05	
QBOM install MAT	Miscellaneous material and cable	\$ 243.40	1	\$ 243.40	
Support					
809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	\$ -	1	\$ -	12
03800-03061	WARR FIREWALL 60E 1YR	\$ 214.12	2	\$ 428.24	12
P10062	ITS Service (Annual) Year 1	\$2,117.65	1	\$ 2,117.65	12
ATXTARF1	TX129-1-1 Airbus Integrated Annual recurring fee per PSAP- (1-4 seats) Year 1	\$1,764.71	1	\$ 1,764.71	12
P10062	ITS Service (Annual) Year 2	\$2,117.65	1	\$ 2,117.65	12
ATXTARF1	TX129-1-1 Airbus Integrated Annual recurring fee per PSAP- (1-4 seats) Year 2	\$1,764.71	1	\$ 1,764.71	12
P10062	ITS Service (Annual) Year 3	\$2,117.65	1	\$ 2,117.65	12
ATXTARF1	TX129-1-1 Airbus Integrated Annual recurring fee per PSAP- (1-4 seats) Year 3	\$1,764.71	1	\$ 1,764.71	12
P10062	ITS Service (Annual) Year 4	\$2,117.65	1	\$ 2,117.65	12
ATXTARF1	TX129-1-1 Airbus Integrated Annual recurring fee per PSAP- (1-4 seats) Year 4	\$1,764.71	1	\$ 1,764.71	12
P10062	ITS Service (Annual) Year 5	\$2,117.65	1	\$ 2,117.65	12
ATXTARF1	TX129-1-1 Airbus Integrated Annual recurring fee per PSAP- (1-4 seats) Year 5	\$1,764.71	1	\$ 1,764.71	12
CCC-PRM-ONS-PLANT-WARR-SUPPORT	Lumen Onsite Support	\$ 131.93	1	\$ 131.93	12
CCC-PRM-ONS-POSITRON-WARR-SUPPORT	Lumen Onsite Support	\$ 262.06	1	\$ 262.06	12
Implementation					

Q-SUB-LABOR	Integration	\$3,286.36	1	\$	3,286.36
809800-51104	VM CFG ASN ON USB	\$ -	1	\$	-
809800-00200	CFG NTKW DEVICE	\$ 161.86	2	\$	323.72
809800-17006-SMS	FIELD ENG-EXPRESS SMS	\$ 88.84	90	\$	7,995.60
809800-51007-SMS	SMS COORDINATION	\$ 91.27	43	\$	3,924.61
000001-06805-SMS	E-LEARN V9-1-1 SMS ADMIN DELTA TR - SMS SVC	\$ 602.41	1	\$	602.41
000001-06806	E-LEARN V9-1-1 SMS AGENT DELTA TRNG	\$ 359.01	2	\$	718.02
ATXTOTF1	TXT29-1-1 Integrated One-time- fee per PSAP- (1-4 seats)	\$1,521.24	1	\$	1,521.24
Shipping and Handling					
Shipping & Handling	Shipping & Handling	\$ 784.20	1	\$	784.20
Materials Total					\$4,771.81
Support Services Total					\$20,234.02
Implementation Total					\$18,371.96
Shipping and Handling Total					\$784.20
Grand Total Price to Customer					\$44,161.99

Terms and Conditions Governing This Order

1. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 2. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Order. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. The Service identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) or Master Service Agreement(s), Public Safety Version, and applicable Service Schedule(s) between CenturyLink Communications, LLC d/b/a Lumen Technologies Group and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a Lumen or CenturyLink Master Service Agreement or Master Service Agreement, Public Safety Version, with CenturyLink Communications, LLC d/b/a Lumen Technologies Group but has executed a services agreement for applicable services with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Schedule applicable to the Services will apply. If Lumen and Customer have not executed a Lumen or CenturyLink Master Service Agreement or Master Service Agreement, Public Safety Version,, and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, Lumen's current standard Master Service Agreement/Service Schedule(s) will govern, a copy of which are available upon request. The Lumen entity providing Services is identified on the invoice. Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month, and rates are subject to change upon 30 days' notice from Lumen. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the Ancillary Fee Schedule at: www.lumen.com/ancillary-fees. "Affiliate Agreement" for CenturyLink Communications, LLC d/b/a Lumen Technologies Group or any companies that were affiliates of CenturyLink Communications, LLC before the merger with Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement (each, an Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

3. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

4. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

5. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.lumen.com/taxes.

6. Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at <https://www.centurylink.com/business/login/>) and (b) ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at www.lumen.com/ancillary-fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

7. Charges/Orders. Items described in the Catalog Number and Description columns above reflect the Lumen Services ordered and identified above the table. Despite anything to the contrary, NRCs are NOT waived unless this Order or an Order Addendum expressly states NRCs are waived or the NRCs appear in the waived column in the above table(s). If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the NRC will be the amount stated in this Order or Order Addendum or shown in the "Waived NRC" column in the above table(s) despite anything to the contrary. If in this Order Customer is upgrading, moving, disconnecting or otherwise changing an existing Service, cancellation charges may apply as set forth in the Agreement.

8. MLTS Equipment. BY SIGNING THIS ORDER FOR MLTS EQUIPMENT, AS APPLICABLE, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY SERVICES" CONTAINED IN THE APPLICABLE SERVICE SCHEDULE ATTACHED TO THE LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR MASTER SERVICE AGREEMENT, PUBLIC SAFETY VERSION, OR IN THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE SCHEDULE. IF I HAVE NOT EXECUTED A LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR MASTER SERVICE AGREEMENT, PUBLIC SAFETY VERSION, OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE SCHEDULE, I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT <http://www.centurylink.com/legal/HVIQSIP/911advisory.pdf>.

Customer Representative: _____

Customer Signature: _____

Job Title: _____

Date: _____