REGULAR MEETING OF THE CITY COMMISSION AGENDA

Tuesday, May 06, 2025 at 4:30 PM
City Hall – 38 1st Street West Dickinson, ND 58601

Commissioners:
President: Scott Decker
Vice President: Robert Baer
Jason Fridrich
Joe Ridl

CALL TO ORDER

ROLL CALL

OPENING CEREMONIES: PLEDGE OF ALLEGIANCE

1. ORDER OF BUSINESS: CONSIDERATION FOR APPROVAL

A. Resolution No: 15-2025

Ordinance No: 1818

2. CONSENT AGENDA

A. Approval of Commission Meeting Minutes dated April 15, 2025 (Enc.)

Presented by: President Decker

Consideration to approve

B. Approval of Board of Equalization Meeting Minutes dated April 9, 2025 (Enc.)

Presented by: President Decker

Consideration to approve

C. Approval of Accounts Payable, Commerce Bank and Checkbook (Enc.)

Presented by: President Decker

Consideration to approve

3. ADMINISTRATION / FINANCE

A. Building Safety Month Proclamation (Enc.)

Presented by: President Decker

Consideration to approve

B. Drinking Water Week Proclamation (Enc.)

Presented by: President Decker

Consideration to approve

C. Public Works Week Proclamation (Enc.)

Presented by: President Decker

Consideration to approve

D. Gaming Site Authorization - American Legion Mathew Brew Post No. 3 - Sanfords Grub and Pub (Enc.)

Presented by: Administrator Dassinger

Consideration to approve

E. Gaming Site Authorization - Fort Abraham Lincoln Foundation - Paragon Bowl (Enc.)

Presented by: Administrator Dassinger

Consideration to approve

F. Gaming Site Authorization - Dunn County Fair Association - Phat Fish (Enc.)

Presented by: Administrator Dassinger

Consideration to approve

G. Reassignment of City Commission Committee Assignments (Enc.)

Presented by: President Decker

Consideration to approve

H. Special Election

Presented by: Administrator Dassinger

Consideration to approve

4. PUBLIC WORKS

5. PUBLIC SAFETY - FIRE

A. Fire Department Quarterly Report (Enc.)

Presented by: Deputy Fire Chief Selle

6. PUBLIC SAFETY - POLICE

7. COMMUNITY DEVELOPMENT

A. Condemnation Hearing Date

Presented by: Code Enforcement Officer II Stewart

B. Introduction of Construction Project Manager Greg Melchior

Presented by: Engineer and Community Development Director Skluzacek

C. Master Service Agreement Extension for KLJ Engineering (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve

D. 2025 Road Maintenance Project Contract Amendment to KLJ Engineering (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve

E. Rezoning Request - Community Orchard Rezone (Enc.)

Presented by: City Planner Birchak

Consideration to approve second reading and final passage of Ordinance No.1817

F. 2025 Road Maintenance Project Material Testing Contract with Braun Intertec - 5/6/2025

Presented by: Senior Engineer Keller

Consideration to approve

G. 2025 Watermain Replacement Project Material Testing Contract with Braun Intertec (Enc.)

Presented by: Senior Engineer Keller

Consideration to approve

H. Sims - 2nd Street E. to 9th Street E. Project Material Testing Contract with Braun Intertec (Enc.)

Presented by: Senior Engineer Keller

Consideration to approve

I. Manns Dam Contract Amendment with Barr Engineering (Enc.)

Presented by: Senior Engineer Keller

Consideration to approve

J. Queen City Dam EAP and RA Contract Amendment with Barr Engineering (Enc.)

Presented by: Senior Engineer Keller

Consideration to approve

K. 2025 Watermain Project Contract Amendment to Apex Engineering (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve

L. 2025 Watermain Replacement Project DWR Cost Share Contract

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve

M. Sims - 2nd Street East to 9th Street East Project DWR Cost Share Contract (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve

N. I-94 Speed Reduction Area Letter of Support (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve

O. Dickinson High School Watermain Extension Project DWR Cost Share Contract (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve

P. Sanitary Sewer Service Voluntary Special Assessment Resolution (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve

8. **PUBLIC HEARING – 5:00 PM**
9. **PUBLIC COMMENTS NOT ON AGENDA**
10. **COMMISSION COMMENTS**
11. **ADJOURNMENT**

Link for viewing City Commission Meeting:
https://www.dickinsongov.com/meetings
This link will not be live until approximately 4:25 pm on May 6, 2025

Teams Meeting: https://tinyurl.com/2ns3sjc4
Teams Meeting ID: 227 294 217 545 **Meeting Passcode:** v2Bd6fP2
Teams Phone #: 1-701-506-0320 **Phone Conference ID:** 304 081 973#
Local Phone #: 701-456-7006

Persons desiring to attend the meeting who require special accommodations are asked to contact the City Administrator by the Friday preceding the meeting.

I. CALL TO ORDER

Vice President Robert Baer called the meeting to order at 4:30 PM

II. ROLL CALL

Present were: Vice President Robert Baer, Commissioners Jason Fridrich, John Odermann and Joe Ridl

Telephone: None

Absent: President Scott Decker

1. PLEDGE OF ALLEGIANCE

2. ORDER OF BUSINESS

MOTION BY: Jason Fridrich SECONDED BY: Joe Ridl

To approve the April 15, 2025 meeting as presented.

DISPOSITION: Roll call vote…Aye 4, Nay 0, Absent 0
Motion declared duly passed

3. CONSENT AGENDA

MOTION BY: John Odermann SECONDED BY: Jason Fridrich

A. Approval of Meeting Minutes dated April 1, 2025

B. Approval of Accounts Payable, Commerce Bank and Checkbook

DISPOSITION: Roll call vote…Aye 4, Nay 0, Absent 0
Motion declared duly passed

4. ADMINISTRATION/FINANCE

A. Child Abuse Prevention Month Proclamation

MOTION BY: Jason Fridrich SECONDED BY: John Odermann

To approve the Child Abuse Prevention Month Proclamation.

DISPOSITION: Roll call vote…Aye 4, Nay 0, Absent 0
Motion declared duly passed

B. Southwest Water Authority Board Appointment

City Administrator Dustin Dassinger presents states that a committee consisting of Senior Engineer Kristopher Keller, Commissioner Joe Ridl and himself met to interview four candidates for the Southwest Water Authority Board. This appointment will fill the vacancy left by George Nodland. This term will expire in 2026. The committee selected Ryan Baumgartner for the appointment to the Southwest Water Authority Board.

Ryan Baumgartner has been living in Dickinson for the past eight years.

MOTION BY: Joe Ridl SECONDED BY: John Odermann

To approve the appointment of Ryan Baumgartner to the Southwest Water Authority Board.

DISPOSITION: Roll call vote…Aye 4, Nay 0, Absent 0
Motion declared duly passed

C. Gaming Site Authorization – Dickinson Youth Activities – Mavericks, Neighbors, Spur, Grand Dakota Lodge, Elks, The Rock, Buffalo Wild Wings

City Administrator Dustin Dassinger presents a Gaming Site Authorization for the Dickinson Youth Activities which has the following sites: Mavericks, Neighbors, Spur, Grand Dakota Lodge, Elks, The Rock, Buffalo Wild Wings. Administrator Dustin Dassinger lists the kinds of gaming each will be hosting from 7/1/2024-6/30/2025.

MOTION BY: John Odermann SECONDED BY: Joe Ridl
To approve the Gaming Site Authorizations for Dickinson Youth Activities.

DISPOSITION: Roll call vote…Aye 4, Nay 0, Absent 0
Motion declared duly passed

D. Gaming Site Authorization – Dickinson Eagles Aerie #2328
City Administrator Dustin Dassinger presents a Gaming Site Authorization for the Dickinson Eagles Aerie #2328. This site is located at 31 1st Avenue East. Administrator Dassinger lists the kinds of gaming they will be having from 7/1/2024-6/30/2025.

MOTION BY: Jason Fridrich SECONDED BY: Joe Ridl
To approve the Gaming Site Authorizations for Dickinson Eagles Aerie #2328.

DISPOSITION: Roll call vote…Aye 4, Nay 0, Absent 0
Motion declared duly passed

E. Monthly Financial Report
Deputy City Administrator Linda Carlson presents the monthly Financial Report which month ending March 31, 2025. She states the general fund is at $4,399,398. The one percent sales tax is much higher than 2024. Hospitality Tax and Occupancy have fallen short as compared to 2024. Along with the oil impact falling behind 2024. General fund revenue is 12% collected and 23% of the general fund has been spent.

Commissioner John Odermann asks Ms. Carlson if there are any concerns of the oil impact and the budget numbers.

Ms. Carlson states she is not concerned at this time as it has been pretty level for the past three months and should be coming in good at the end.

F. HR Monthly Report
HR Generalist Natalie Torgerson presents the monthly HR Report. She updates the Commissioners on the positions that are open for the City, ones in the background phase and the ones that are closed.

5. PUBLIC WORKS

A. South Heart Reuse Water Contracts
Deputy Public Works Director Jacob Waldo presents reuse water contracts with the City of South Heart. The Irrigation Contract provides for a 3-year term and sales at a rate of $1.60 per thousand gallons to be used for irrigation at the Pheasant Country Golf Course. Resale Contract provides for a 1-year term and sales at a rate of $6.75 per thousand gallons to be drawn from their irrigation water supply and sold to a third party as frack water. The initial contract was approved as an amendment to the South Heart Reuse Water Contract last year. By creating a separate contract specifically for this purpose, we are able to ensure that the supply of irrigation water to South Heart remains uninterrupted if there are any disruptions to resale.

MOTION BY: John Odermann SECONDED BY: Jason Fridrich
To approve all three Reuse Water Contracts with the City of South Heart.

DISPOSITION: Roll call vote…Aye 4, Nay 0, Absent 0
Motion declared duly passed

B. Track Loader Bid Approval
Deputy Public Works Director Jacob Waldo presents a bid opening for a new track loader for use in our Utilities Division. The low bid was provided by Titan Machinery for a 2025 Case TV450B at a cost of $90,665.00. This equipment purchase was approved in the 2025 budget as a cash purchase of $135,000.

MOTION BY: Jason Fridrich SECONDED BY: John Odermann
To approve to purchase of the Track Loader from Titan Machinery for $90,665.

DISPOSITION: Roll call vote…Aye 4, Nay 0, Absent 0
Motion declared duly passed

C. Building Service Job Description

Deputy Public Works Director Jacob Waldo presents a Building Service Job Description. This job description will create a new promotional position across several City facilities and departments, this position was initially presented and approved in the 2025 budget as an achievable advancement for the Building Service Worker position. To better suit the needs of our facilities, the position has been changed to include duties mirroring those of our buildings and grounds operators while still including the custodial duties of the Building Service Worker position. These expanded duties include: changing HVAC filters and light bulbs, lawn maintenance, weed and vector control, supervising licensed contractors on City property as needed, and working to support programming and events at assigned facility. Department leadership will have the option to budget for this position in place of their Building Service Worker position, the internal candidate will then have the opportunity to interview for this position. This position is a new position and a Grade 12.

MOTION BY: John Odermann SECONDED BY: Joe Ridl
To approve the Building Service Job Description.

DISPOSITION: Roll call vote…Aye 4, Nay 0, Absent 0
Motion declared duly passed

D. 2025 Cemetery Report

Public Works Director Aaron Praus recaps the rules and regulations of the cemeteries in Dickinson. He reviews the guidelines for cemeteries and mausoleums to include the display of flowers and the time limit for them to be displayed. He states signs will be posted in the cemeteries to remind people of the rules of the cemeteries. Also, public notices will be sent out along with Channel 19 and others.

6. PUBLIC SAFETY

A. Fire

No Report

B. Police

No Report

7. COMMUNITY DEVELOPMENT SERVICES

A. Queen City Dam EAP Project DWR Cost Share Contract

Senior Engineer Kris Keller presents a cost share agreement with the North Dakota Department of Water Resources to complete an Emergency Action Plan. This is required for the Queen City Dam per the North Dakota Dept. of Water Resources Dam Safety Standards. This cost share would be 80/20 cost share. The City's share will be $24,998. This is in the 2025 Capital Improvement Plan and funded through GPT.

MOTION BY: Joe Ridl SECONDED BY: Jason Fridrich
To approve the Queen City Dam EAP Project DWR Cost Share Contract.

DISPOSITION: Roll call vote…Aye 4, Nay 0, Absent 0
Motion declared duly passed

B. Queen City Dam Risk Assessment Project DWR Cost Share Contract

Senior Engineer Kris Keller presents a cost share agreement with the North Dakota Department of Water Resources to complete a Risk Assessment for the Queen City Dam. A Risk Assessment is required for the Queen City Dam per the North Dakota Dept. of Water Resources Dam Safety Standards. The City's share will be $14,492. The project is included in the 2025 Capital Improvement Plan and funded through GPT.

MOTION BY: John Odermann SECONDED BY: Joe Ridl
To approve the Queen City Risk Assessment Project DWR Cost Share Contract.

DISPOSITION: Roll call vote…Aye 4, Nay 0, Absent 0
Motion declared duly passed

C. Mann's Dam Feasibility Study Project DWR Cost Share Contract

Senior Engineer Kris Keller presents a cost share agreement with the North Dakota Department of Water Resources to complete a Feasibility Study for addressing safety issues with Mann's Dam. A feasibility study is required for Mann's Dam modifications per the North Dakota Dept. of Water Resources Dam Safety Standards and various federal requirements. The Agreement is to reimburse the City for 75% of the cost to complete a Risk Assessment, up to $77,592. The City's share will be $25,864. The revenue for this project is included in the 2025 Capital Improvement Plan and funded through GPT. The City does anticipate some changes to the golf course.

MOTION BY: Jason Fridrich SECONDED BY: Joe Ridl
To approve the Mann's Dam Feasibility Study Project DWR Cost Share Contract.

DISPOSITION: Roll call vote…Aye 4, Nay 0, Absent 0
Motion declared duly passed

D. East Broadway Dam Land Donation

Senior Engineer Kris Keller presents a Warranty Deed granting a donation of the land adjacent to the Hear River and west of 6th Ave SE as described within. This land will be affected by the East Broadway Dam.

MOTION BY: John Odermann SECONDED BY: Joe Ridl
To approve the Mann's Dam Feasibility Study Project DWR Cost Share Contract.

DISPOSITION: Roll call vote…Aye 4, Nay 0, Absent 0
Motion declared duly passed

E. Final Plat – 16th Street Business Plaza

City/County Planner Steven Josephson presents a final plat for 16th Street Business Plaza Addition Subdivision. Planner Josephson states this will be a replat of Lot 1, Block 1 of the Dover Addition, and a replat of part of Lot A of the Western Second Addition. The purpose of the proposed subdivision is to divide the land into two separate lots with the intent of selling each lot. This subdivision contains the existing businesses at 269 16th Street West and 1570 3rd Avenue West The site is zoned Community Commercial and is approximately 1.213 acres.

MOTION BY: Jason Fridrich SECONDED BY: Joe Ridl
To approve Resolution 12-2025.

RESOLUTION NO. 12 – 2025
A RESOLUTION APPROVING FINAL MINOR PLAT ENTITLED
16th ST BUSINESS PLAZA ADDITION, STARK COUNTY, NORTH DAKOTA

DISPOSITION: Roll call vote…Aye 4, Nay 0, Absent 1
Motion declared duly passed

F. Final Plat – Five Star Storage Plat

City/County Planner Steven Josephson presents a request for approval of a final plat for the Badlands Storage 2nd Addition Subdivision, being a replat of Lot 1 in Block 1 of the Badlands Storage Subdivision and Lot 1 in Block 1 of Tweeten's 3rd Addition Subdivision. According to the applicant, the purpose of the proposed subdivision is to combine the existing lots to expand the existing convenience storage operations. The site is zoned Community Commercial and the proposed subdivision is +/- 6.04 acres.

MOTION BY: John Odermann SECONDED BY: Joe Ridl
To approve Resolution 13-2025.

RESOLUTION NO. 13– 2025
A RESOLUTION APPROVING FINAL MINOR PLAT ENTITLED
BADLANDS STORAGE 2ND ADDITION
STARK COUNTY, NORTH DAKOTA

DISPOSITION: Roll call vote…Aye 4, Nay 0, Absent 1
Motion declared duly passed

G. Final Plat – Jerry Williams Subdivision

City/County Planner Steven Josephson states the applicant is requesting approval of a final plat for the Jerry Williams Subdivision which is located in the Extra -Territorial Zone, 11025, 11027, and 11029 40th Street SW. According to the applicant, the purpose of the proposed subdivision is to divide the land into appropriate-sized lots for each of the residents currently living on the tract. The site is zoned Agriculture and the proposed subdivision is +/- 35.66 acres.

MOTION BY: John Odermann SECONDED BY: Jason Fridrich
To approve Resolution 14-2025.

RESOLUTION NO. 14 – 2025
A RESOLUTION APPROVING FINAL MAJOR PLAT ENTITLED
JERRY WILLIAMS SUBDIVISION
STARK COUNTY, NORTH DAKOTA

DISPOSITION: Roll call vote…Aye 4, Nay 0, Absent 1
Motion declared duly passed

H. Master Service Agreement with Moore Engineering

Engineer and Community Development Director Joshua Skluzacek presents a master service agreement with Moore Engineering for the benefits of providing individual project contracts which are consistent terms and conditions regardless of the project. This reduces the review time by staff for future project contracts.

MOTION BY: Jason Fridrich SECONDED BY: Joe Ridl
To approve the Master Service Agreement with Moore Engineering.

DISPOSITION: Roll call vote…Aye 4, Nay 0, Absent 1
Motion declared duly passed

I. 21st Street West Engineering Task Order Award to Moore Engineering

Engineer and Community Development Director Joshua Skluzacek presents as task order with Moore Engineering to perform engineering services for the project of 21st Street West and State Avenue to 3rd avenue West for an hourly rate not to exceed a fee of $183,835.00. The scope of work included in this task order are; topographic survey, preliminary design to meet NDDOT requirements and specifications, categorical exclusion by design and applicable environmental documents as required by the NDDOT, 18 pedestrian ramp designs, approximately 750-feet of new sidewalk on the north side of 21st St. W. adjacent

to the Dickinson Drainageway, and final design to meet the bid readiness classification by the NDDOT. This project was included in the 2025 CIP budget and funded by GPT.

MOTION BY: John Odermann SECONDED BY: Jason Fridrich
To approve the 21st Street West – State Avenue to 3rd Avenue W Project Task Order with Moore Engineering.

DISPOSITION: Roll call vote…Aye 4, Nay 0, Absent 1
Motion declared duly passed

J. North Industries Street and Storm Project Bid Award

Engineer and Community Development Director Joshua Skluzacek presents a bid award for North Industries Street and Storm Project – Bid Award to Central Specialties. The total bid was $973,341.76 – a difference of approximately -32 percent. The key bid items that were less than the engineer's opinion of probable cost was: contract bond, mobilization for asphalt paving, traffic control, temporary cover crop and mulch, topsoil, and gravel surfacing of 4-inches. The construction is planned to be completed during the 2025 construction season. The project was budget in the 2025 capital improvement project plan with the following funding sources; Gross Production Tax (GPT).

MOTION BY: Jason Fridrich SECONDED BY: John Odermann
To approve the North Industries Street and Storm Project bid award to Central Specialists.

DISPOSITION: Roll call vote…Aye 4, Nay 0, Absent 1
Motion declared duly passed

K. 2025 Road Maintenance Project Bid Award

Engineer and Community Development Director Joshua Skluzacek presents a bid award for the 2025 road maintenance project to Central Specialties. The total bid was $6,011,057.41. There was 29% cost savings. The project does include: Mill and overlay of streets, Patching repairs to streets within the project area, Patching repairs to streets outside of the project area, Concrete sidewalk repairs and replacements, Concrete curb and gutter repairs and replacements, Storm sewer improvements along 8th Street East from Shinagle Drive to Baker Avenue. The project was budget in the 2025 capital improvement project plan with the following funding sources; Gross Production Tax.

Commissioner Robert Baer states the City put a lot of effort into 15th Street and noted with TJ Maxx and Harbor Freight that the portion of 15th Street has been nice and redone by the City and now it is all torn up again. The one thing that he has an issue with is that the City paves and then someone comes in and digs it up.

Engineer Skluzacek states hot mix plants are not operatable yet. This is anticipated to be several weeks before this is available. He states once patching work is completed then it will be back to normal consistency. He states this is an unfortunate timing.

MOTION BY: Jason Fridrich SECONDED BY: John Odermann
To approve the 2025 Road Maintenance Project Bid Award to Central Specialties.

DISPOSITION: Roll call vote…Aye 4, Nay 0, Absent 1
Motion declared duly passed

L. 2025 Watermain Project Bid Amount

Engineer and Community Development Director Joshua Skluzacek presents 2025 Watermain Replacement bid award to BEK Consulting. Three bids were received. The engineer's opinion of probable cost was $4,779,478.00, and the total bid was $3,472,800.00 – a difference of approximately -27 percent. The key differences in the engineer's opinion

of probable cost to the bid were noted to be: general conditions, mobilization, traffic control, and 8-inch PVC (C900) watermain. The construction is planned to be completed during the 2025 construction season. The project was budget in the 2025 capital improvement project plan with the following funding sources; Gross Production Tax, State Revolving Fund Loan for the watermain replacement, State Revolving Fund Loan for the lead service line replacement, and Department of Water Resources grant for the watermain replacement.

MOTION BY: Jason Fridrich SECONDED BY: John Odermann
To approve the 2025 Watermain Replacement Project Bid Award to BEK Consulting.

DISPOSITION: Roll call vote…Aye 4, Nay 0, Absent 1
Motion declared duly passed

M. Sims – 2nd to 9th Project Bid Amount
Engineer and Community Development Director Joshua Skluzacek presents a bid award for Sims – 2nd Street East to 9th Street East to BEK Consulting, LLC. Two bids were received. The engineer's opinion of probable cost was $5,992,593.50 and the total bid was $4,070,263.00 – a difference of approximately -32 percent.

MOTION BY: John Odermann SECONDED BY: Jason Fridrich
To approve the Sims – 2nd Street E. to 9th Street E. Project Bid Award to Consulting.

DISPOSITION: Roll call vote…Aye 4, Nay 0, Absent 1
Motion declared duly passed

N. Dickinson High School Watermain Extension Project Bid Award
Engineer and Community Development Director Joshua Skluzacek presents DHS Watermain Extension bid award to Cordova Construction. Four bids were received for the project. The total bid was $341,546.00. This project loops the new watermain from Fairway Street to Empire Road. The project is directly associated with the development agreement with the Dickinson Public School District.

Commissioner Robert Baer states that there are a lot of projects taking place and these improvements should make a lot of people feel happy about the city.

MOTION BY: Jason Fridrich SECONDED BY: Joe Ridl
DHS Watermain Extension bid award to Cordova Construction.

DISPOSITION: Roll call vote…Aye 4, Nay 0, Absent 1
Motion declared duly passed

8. PUBLIC HEARING – 5:00 P.M.

A. Dickinson Clay Target Club Presentation
President and Head Coach of the Dickinson Clay Target Club Blaine Dukart states the Dickinson Clay Club has been having a student program for the past six years. The club is located on 115th Avenue SW near the Crooked Crane Trail.

Ms. Jayli Roller states that it is fun to shoot at targets. She states the challenges never end and there is some sort of achievement to strive for. Belonging to this club helps a person in their everyday lives.

Ms. Sierra Sitton states she truly loves the sport, its independent and learn about the safe handling of guns. The Trap Club helps to building confidence and character.

Ms. Melissa Sitton states that the trap club plays a very valuable role in a children live. This club brings people together and a family unity. The kids connect with parents through

positive settings. Also, business owners get to know each other. This club provides the exposure for students to be on the radar for colleges across the country.

Ms. Kari Roller states that this club is by the Crooked Crane Trail. Private events can be held there also. They will be breaking ground on a new building.

Commissioner John Odermann questions what will be done with the old building. This club is a great element for the community.

Ms. Roller states that the old budling is pretty sad and it has served the purpose.

Commissioner Joe Ridl states this is a great program and good see all the success that it has had.

B. Sunrise Youth Bureau Annual Presentation

Sunrise Youth Bureau Director Holly Praus thanks the Commissioners for having them to present and for the continued support. Ms. Praus states the funds from the City of Dickinson are used to help assist with the current programming. That includes Diversion/Crisis Intervention, Education/Prevention, Out-of-School Suspension, and Shelter Care/Attendant Care. She states they work with local law enforcement by being a safe place for youth to in the middle of the night. Whether it is a youth getting a delinquent charge, a runaway youth, or a youth needing time away from a conflict at home or a domestic situation. Ms. Praus states they help the local Human Service Zones if they need placement for a youth. Also help the local schools by providing prevention programs. This may include education on drugs, alcohol, vaping; respect and rules, manners, bullying, etc. We also help our local schools by providing OSS. They have seen a huge increase in our out-of-school suspension numbers from last year to this year. In 2024 there were 52 students. She states if parents are struggling with a defiant youth at home Sunrise works with a parent and child by explaining the juvenile justice system and what can happen if they continue this behavior. They give them classes on what they may struggle with. This can include anger management, conflict resolution, making good choices, self-esteem, etc. She states without the support of the City, Counties, and partnering agencies, whom we have contracts with, we couldn't provide these services. Sunrise Youth Bureau appreciates the continued support.

Commissioner Robert Baer commends staff at the Sunrise Youth Bureau for doing a tremendous job. This is a tough job but rewarding.

C. Rezoning Request – Community Orchard Rezone

City County Planner Steven Josephson presents a rezoning request for the Community Orchard. He states the applicant is requesting the approval of a zoning map amendment from unzone and Community Commercial to Public for Part of Block 4 of the Nuhaven Second Addition Subdivision, located within the City of Dickinson. The purpose of this rezoning is to allow the Park District to utilize the space for plantings to establish a community orchard. Staff recommends approval of this rezone.

Executive Director of Parks and Rec Ben Rae states they are hoping that in three years there will be many trees in this area. He states they are planting 1.5" caliper trees. A business owner has decided to donate all the trees.

Vice President Robert Baer opens the public hearing at 5:17 p.m. Hearing no comments, the public hearing is closed at 5:18 and the following motion is made.

MOTION BY: John Odermann SECONDED BY: Joe Ridl
To approve first reading of Ordinance 1817.

ORDINANCE NO. 1817
AN ORDINANCE AMENDING THE DISTRICT ZONING MAP FOR REZONING AND RECLASSIFYING DESIGNATED LOTS, BLOCKS OR TRACTS OF LAND WITHIN THE ZONING JURISDICTION OF THE

CITY OF DICKINSON, NORTH DAKOTA.

DISPOSITION: Roll call vote…Aye 4, Nay 0, Absent 1
Motion declared duly passed

D. Special Use Permit – Five Star Storage

City County Planner Steven Josephson presents a special use permit application for a convenience storage facility for 609 units. The convenience storage facility would be located on a 6.04-acre parcel at 430 29th Street W. The property is zoned Community Commercial. This special use permit would be subject to conditions and contingent on approval of the final plat.

Vice President Robert Baer opens the public hearing at 5:20 p.m. Hearing no comments, the public hearing is closed at 5:21 and the following motion is made.

MOTION BY: John Odermann SECONDED BY: Jason Fridrich
To approve Resolution 11-2025.

RESOLUTION NO. 11 – 2025

A RESOLUTION APPROVING A SPECIAL USE PERMIT TO FIVE STAR STORAGE FOR A STORAGE FACILITY LOCATED IN THE SE1/4NE1/4 of SECTION 28, TOWNSHIP 140 NORTH, RANGE 96 WEST, OF THE 5TH PRINCIPAL MERIDIAN, CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA

DISPOSITION: Roll call vote…Aye 4, Nay 0, Absent 1
Motion declared duly passed

9. PUBLIC COMMENTS NOT ON AGENDA

Resident Dave Steinbach who lives at 1192 11th Avenue East feels the signup is ridiculous that only one person can sign up. After last meeting the SID in his area access to driveway you have none. He has concerns that he will not be able to get to his house if there are improvements done to his street. City Engineer Josh Skluzacek states he will have access to his driveway. He states his house been there for 45 years and nothing has changed. Wonder what the qualifications are for their people in the Assessing Department. He states there are cracks in his basement and he is wondering if he got a decrease, it when it has cracks. Voted to cap increase up to 15%.

Vice President Baer stated Mr. Steinbach should talk to City Assessor Hirschfeld about a staff and talk to him about the people's qualifications.

Resident Seth Helgeson states the government system is corrupt and he is done being silent. Truth versus lies. Rights were given to us from God. Who runs the city? It looks like our sovereignty is being sold off. We are the people we are awake, we are arising and coming for our freedom. He states the government cannot stop what is coming. Get out of the way or stand with us we are not backing us.

10. COMMISSION COMMENTS

A. Commissioner John Odermann states this announcement is kinda bitter sweet. This will be my last meeting on the City Commission. Commissioner Odermann has got a job that will require him to no longer serve on city commission. He will be the State Director for Congressman Julie Fedorchak. He states with baby #4 is showing up on May 5th. He was considering being my last meeting on May 5th but I am going to have my hands full on that date. Thanks, the city staff. It has been phenomenal for the last several years. Dickinson has the best city staff, extremely talented. He states the Commissioners don't always get it right but they have a good batting average. He states Commissioner Fridrich and Mayor Decker welcomed a guy and he appreciate those guys showing him the ropes. To the

citizens for trusting me with being a Commissioner. Wife and kids thank you for letting him serve our community. Thank you everyone.

Commissioner Robert Baer thanks Commissioner Odermann for everything that you have done for the commission.

Commissioner Jason Fridrich states it has been a pleasure that he got to work on some good times and hard things and hopefully will see him on the football field. Commissioner Fridrich wishes Commissioner Odermann. The best of luck on his new adventure and will do a wonderful job with Ms. Fedorchak.

Commissioner Joe Ridl thanks Commissioner Odermann for his service. He states he has enjoyed knowing him and conversing with him and for his service.

Commissioner Joe Ridl will state at the next meeting he probably won't be here. I will try and call in and see how things go.

Commissioner Joe Ridl asks Ms. Carlson for the break down on city employee $23,000 on recall election.

Commissioner Robert Baer states in light of John's news here moving on. What will be the next steps?

City Attorney Christina Wenko thanks Commissioner Odermann as it has been a true pleasure. She states everyone will miss working with Commissioner Odermann and with his expertise. According to the Century Code that a vacancy then the Commissioner can either call a special election or may after 15 days appoint to fill vacant. Consider Mr. Odermann – 15 days from today would be at May 1, 2025 to call for an appointment. Person would only fill that term as it is unexpired. Fill until 2028 – historically speaking – someone was appointed to fill the spot. This doesn't happen very often.

City Administrator Dustin Dassinger thanks Commissioner Odermann thanks for service to the community and all you did. The City will look at century code and follow that and put information out tomorrow on his announcement.

Commissioner Robert Baer Congratulate Senior Engineer Keller's daughter winner of NDLC Jan Jordan scholarship award. Victoria on winning scholarship. Thanks to Baker Boy for their generous donation of donuts with coffee with commissioners last week. They are very supportive of the city. Appreciate management and staff for supporting the city.

11. <u>ADJOURNMENT</u>

MOTION BY: John Odermann SECONDED BY: Joe Ridl
Adjournment of the meeting was at 6:35 P.M.

DISPOSITION: Roll call vote… Aye 4, Nay 0, Absent 0
Motion declared duly passed.

OFFICIAL MINUTES PREPARED BY:

_____
Rita Binstock, Assistant to City Administrator

APPROVED BY:

_____
Dustin Dassinger, City Administrator

_____
Robert Baer, Vice President
Board of City Commissioners

Date: May 6, 2025

BOARD OF EQUALIZATION

CITY OF DICKINSON, NORTH DAKOTA

April 9, 2025

Pursuant to due call and notice, with notice of publication in the Dickinson Press, the Board of Equalization met in compliance with North Dakota State Law. The meeting was held on April 9, 2025 commencing at 5:00 pm, in City Hall located at 38 1st Street West.

NOTICE TO TAXPAYERS

Stark County, North Dakota

Notice is hereby given that proceedings for the Board of Equalization on assessments will be taken by the local Equalization Boards in April as follows:

Gladstone	7th at 5:45 pm
South Heart	7th at 7:00 pm
Belfield	8th at 4:45 pm
Dickinson	9th at 5:00 pm
Taylor	14th at 5:30 pm
Richardton	14th at 6:00 pm

Stark County meets June 3rd at 10:00 am

Each taxpayer has the right to appear before the appropriate board of review or equalization and petition for correction of the taxpayer's assessment.

Submitted by Karen Richard, Stark County Auditor
(Pub. March 12th & 19th, 2025)

CALL TO ORDER

Vice President Dr. Robert Baer called the meeting to order at 5:00 pm.

ROLL CALL

Present: Vice President Dr. Robert Baer, Commissioners: Jason Fridrich, John Odermann, Joe Ridl

Absent: President Scott Decker

Also Present: City Assessor Joe Hirschfeld, City Administrator Dustin Dassinger, Deputy City Administrator Linda Carlson and Dickinson City Attorney Christina Wenko

PLEDGE OF ALLEGIANCE

1. OTHER BUSINESS

Vice President Baer brought forth the first item of business, the Abatement Hearing, and called on Mr. Hirschfeld, who stated that HND Properties, LLC, with parcel 2990-0100-0110, owns the building and The Amazing Grace Church occupies the building. Amazing Grace Church submitted a tax exemption for their parsonage. HND Properties, LLC completed a property tax exemption for the year 2025 and then completed an abatement for the year 2024. However, after visiting with state staff and receiving the Attorney General's opinion that the church must own the property itself and be used as a church, they are not considered eligible for a property tax exemption. Attorney Wenko verified the information and confirmed it is our recommendation that they not be considered an exempt property.

MOTION BY: Jason Fridrich SECONDED BY: John Odermann

Move to deny the application as they do not qualify, per the state law.

Disposition: Roll call vote... Aye 4, Nay 0, Absent 1

Motion declared duly passed

2. REGULAR AGENDA
   A.
   B. Assessor's Report:

City Assessor, Mr. Hirschfeld, played a video on Assessing and the role Assessors make.

Mr. Hirschfeld proceeded to give an update on House Bill 1176 – Governor's Tax Bill. It increases the Primary Residence Credit to $1250 from $500, caps taxing entities budget increases to 3%, and requires residents to pay at least 25% of the Property Tax Bill making them have some skin in the game. Bonded debt, special assessments and voter approved levies are unaffected, which would include items such as the school, which was voted on, and would not be included in the Primary Residence Credit. There will be no change to the Property Valuation procedure. This has passed the Senate and was returned to the House for consideration. The Governor still needs to sign the bill.

Mr. Hirschfeld stated values have to be accurate per Century Code. He then continued explaining the primary elements of assessing, defining property, determining property values, and equalization. The equalization grading system is based on a scale of 1-6. The State Board of Equalization requires the use of sales ratio as an indicator of assessment value compared to market value. The taxable valuation was explained and example given, including how the mill levy comes into play along with the budget of the individual entities. For the year 2024, the City of Dickinson only controlled 16% of the mills. The rest of the mills included 20% County Mills, 8% Park District and 57% School District.

The median sales price of homes, as supplied by the Badlands Board of Realtors, has increased from $145,000 in March 2010 to $300,000 in March 2025, which is a 207% increase or an annualized amount of 13.8%.

Common Property Tax Exemptions include the Homestead Credit, Disabled Veterans Credit, Improvements to Commercial and Residential Buildings, New Construction of Residential Properties and New or Expanding Business.

There are 1059 residential properties that have not been visited by the Assessing Department, in the length of time Mr. Hirschfeld has been here, this will be the goal for the year 2025. He also displayed a map of the City of Dickinson, broken into 6 separate zones of approximately 1200-1300 homes each. This is considered the Revaluation Map and described the plan for a 6-year rotation schedule.

Continuing with the discussion, market also indicated that commercial property sales were up as well. Hotels and Apartments showed the greatest increase and so these two classes of properties were increased along with the vacant lots. All other commercial properties received a reprieve for this year.

Mr. Odermann thanked Mr. Hirschfeld for the presentation and acknowledged the Assessing Department is doing their best and wants to be honest with valuations. He asked what the highest revaluation increase received this year was. Mr. Hirschfeld replied it was the low 70's. Mr. Odermann would like to have a conversation, like last year, to try and cap valuation increases at 15% over 6 years. Discussion continued and Mr. Fridrich wondered if 20% would be more realistic.

Mr. Hirschfeld was called upon to comment. He mentioned this was tried last year and then the County removed those values. This amounted to about 5 weeks' worth of work that didn't go anywhere. As a reminder, with the House Bill 1176 and an increase in the Primary Residence Credit, this may help cover some of the increase in taxes. Having taken an oath of office, Mr. Hirschfeld expressed his concern about being equitable. Mr. Odermann is worried about people leaving the Dickinson community. He feels the County will not overturn it this year like they did last year in light of everything that is happening at the State level.

Vice President Baer questioned Mr. Hirschfeld if there is a way to make the process work so it is easier on the people. Mr. Hirschfeld further clarified that the 70% that was mentioned earlier as being the highest revaluation, or any of the new valuations, also included the 7%-8% that everyone received. Attorney Wenko asked Mr. Odermann for clarification as to what exactly the Board would be asking for. Mr. Odermann clarified this would be for the revaluation property only, not new construction or current sales. Discussion continued about having a city-wide revaluation that would cost close to 2 million dollars, however, in the past, the commissioners did not want to spend that amount of money.

In order to move ahead, it was decided to continue on with the agenda and circle back to this.

Mr. Hirschfeld summarized the following Tax Roll information:

With the addition of $377,800 to the Commercial, which we did not give the abatement to, the total would be $1,307,198,088. That would bring the total True and Full Value then from $3,343,676,288 to $3,344,054,088. We will also need to add the $18,890 to the Taxable Valuation from the abatement property.

TO: Dickinson City Commission

FROM: Joe J. Hirschfeld, City Assessor

DATE: 04/09/2025

RE: Tax roll Information

The following is a summary of sales ratio statistics and tax roll information for the year ending 2024.

1. True and Full Valuation*	2025	2024
Commercial	$1,306,820,288	$ 1,131,906,868
Residential	2,036,856,000	1,857,863,000
	$3,343,676,288	$ 2,989,769,868

2. New Construction	2025	
Commercial (Inc/Dec)	$ 67,166,818	$ 1,337,800
Residential (Inc/Dec)	17,632,000	2,054,500
	$ 84,798,818	$ 3,392,300

3. Taxable Valuation	2025	2024
	$156,999,534	$140,461,879
From New Construction		$ 3,992,438

4. Median Ratio*	2024
Commercial	85.7 %
Residential	84.8 %

*Based on market sales only (true & full value vs. actual sales)

5. Adjusted Ratio Supplemental**	2025
Commercial	94.0 %
Residential	91.9 %

**This is the ratio reported to the State Board of Equalization. Based on value and includes other categories such as taxable to exempt status or exempt status to taxable; changes in classification and new construction.

Recommendation:

Median Ratios are within tolerance. It is the recommendation that the Dickinson BOE accept the tax roll as presented.

C. The Board of Equalization shall proceed to equalize and correct the assessment roll (NDCC 57-11-03)

Vice President Baer stated the Board may change the valuation and assessment of any real property upon the roll by increasing or diminishing the assessed valuation thereof as shall be reasonable and just to render taxation uniform (NDCC 57-11-03). ***Except that the valuation of any property returned by the Assessor shall not be increased more than twenty-five percent without first giving the owner or his agent notice of the intention of the Board to increase it (NDCC 57-11-03).

Mr. Hirschfeld indicated he does not have any other changes to be made until we get to the end of the agenda with the Real Estate Exemptions that we remove the property of HND Properties, LLC and add it back on to the True and Full Value.

D. During the Session:

Vice President Baer continued with the Board, any person, his attorney or his agent, feeling aggrieved by anything in the assessment roll, may apply to the Board for the correction of alleged errors in the listing or valuation of his real property, and the Board may correct the errors as it may deem just. (NDCC 57-11-04)

Vice President Baer opened the meeting up to the public, if they would like to come forward and speak.

Mason Simons approached the Board and asked if we ever go off the sales price of a property. Mr. Hirschfeld explained that all sales are used in the sales ratio. He also acknowledged that if our Property Record Card is incorrect, contact our office and we can visit the property. Mr. Simons commented the 4 properties he purchased were all valued higher than what he paid. Mr. Hirschfeld made it clear we could still present this to the County and ask for an adjustment. He can also go through the abatement process. The reason Assessing doesn't take the sales price is because it can be manipulated, there are non-arms-length transactions vs. arms-length transactions. The law does not allow us to use the sale price. A computer aided mass appraisal (CAMA) system is used which is cost based to value homes. The information is entered into the database and this generates the value of what it would cost to replace the home today.

Joshua Braddock, Gladstone, stepped to the podium to make a couple of comments. The median price of homes from 2003 to 2025 is a 286% increase. Cost of goods for this same time frame have increased 74%.

Diane Duchscher, with Home and Land Company, would like to dispute the valuation for 886 14th Street East, Dickinson, ND. Market data packets were provided as a handout. She provided data of sales within different price ranges. She also provided some comparable houses that were valued less than her property.

Gary Ramsey provided handouts and explained his issue is with the assessed value of the vacant lots behind his house. These lots are landlocked and he would like to appeal. Mr. Hirschfeld replied that we had removed the vacancy factor on all residential vacant lots as the demand for lots is increasing.

David Steinbach, 1192 11th Avenue East, said his property was valued 45% above what it was last year. He had the appraiser come out for a revaluation and it was lowered but it is now still 33% higher than last year.

Talon Danforth, 514 1st Street West, spoke that his property went up 30% and feels it is disproportionate to the houses around him. He also spoke about parcel 0010-4000-0700 that receives a Disabled Veteran credit but he reported that no one lives in the house. Mr. Hirschfeld responded that Disabled Veterans do need to apply annually and this goes to the County then to the State. Mr. Danforth also specified the fence line was moved on him. The response was that he needs to talk to the Building and Codes Department, Leonard Schwindt, about this issue.

Kenny Kostelecky, 1169 11th Ave E, stated it is hard to understand why the City taxes homes on property value and not on the space occupied. He has lived in his home for 23 years and has seen the value increase annually but never this dramatically. He is retired and he cannot afford this type of increase.

Philip Wallace, 1284 11th Street West, said he built his house in 2000 and has lived there ever since and the assessment value went up 70% this year. He is retired and feels the increase is excessive. The City has not been in to value the home since it was built. He had an appraisal and it is lower than what the City has it appraised at. Mr. Hirschfeld assured Mr. Wallace that we would be happy to go through the property with him and make sure we have an accurate Property Record Card and possibly review the appraisal to check for discrepancies. Mr. Wallace indicated he would come to the office.

Rozell & Randy Unruh, 1266 Empire Road, specified their value went up $121,100. The house was built in 1979. She compared her house to President Decker's, Mr. Odermann's and Mr. Fridrich's houses, whose values went up less than hers. They did have the appraisers come out to their house and after the appraisal their valuation went down, but it is still larger than the homes just mentioned. Mr. Hirschfeld invited them to contact him and they can visit about the property.

Edward Dick, 1237 14th Avenue West, asked about the cost of Legacy Square and if that went into the budget and that is why the property tax increased? Mr. Fridrich responded that the budget has not changed in 7 years.

John Schmidt grew up in North Dakota but left 36 years ago with his job. He retired and came back "home" to North Dakota two years ago to 2034 Wahl St. His property value increased by 29% in just two years. He also reminded everyone that 57% of the tax budget goes to the schools, since the bond was voted on.

Brad Coleman, 1180 11th Avenue West, said his home was built in 1975 with brick. When he called the office, he was told we added veneer and assumed he had a heated garage and we needed to correct the Property Record Card. Since the home was built with brick, how could it have been missed this long? Mr. Coleman will be in touch with Mr. Hirschfeld.

Jessie Keidel, 673 22nd Avenue East, stepped forward explaining he had a call from the assessing office informing him that the adjusted value of his house was going down. He was told that a letter would be forthcoming and he has not received his letter. Did it go down? Mr. Hirschfeld verified the valuation did in fact get reduced.

Prairie Hills Mall, represented by Aranda LaFortune, General Manager, and Ram Sathyamoorthy, who joined via phone, affirmed they want to appeal the 2025 property tax valuation. Mr. Sathyamoorthy said they purchased the property in April 2024, and did not have the opportunity to appeal last year since it was after the February 1st assessment date. The value is much higher than the purchase price. Since then, they have sold a separate parcel. Mr. Hirschfeld acknowledged he doesn't have any comparisons to this in the Dickinson area, it is a unique property and is regional. He relied on Vanguard Appraisals, who conducted an appraisal for commercial last year, and they did their comparisons and research to other regions. Mr. Hirschfeld also pointed out that the outlot sold for 3 times more than the value their appraiser had it valued. His recommendation is to stick to the value that Vanguard did. Mr. Fridrich recommended that Mr. Sathyamoorthy get together with Mr. Hirschfeld one more time. Mr. Hirschfeld asked that Ms. LaFortune meet with him locally and in person as well.

Bob Schrum, 1162 Gum Avenue, expressed that his appraisal is out of line with 40% in one year. Bob would like to receive a call from Joe.

Via phone, Kyle Kennett, from Walmart Supercenter, just wanted to reserve the right to get an appeal to the County. They are currently waiting for a 3rd party appraisal. Mr. Hirschfeld asked that there be a comparison of sales in Dickinson compared to other stores included as well.

David Steinbach approached the podium again to ask how come Mr. Hirschfeld's value went up less than 7%? Mr. Hirschfeld responded that his house was not part of the revaluation area like Mr. Steinbach's was.

Vice President Baer asked if there were any other individuals wanting to speak? Hearing none, he then closed this portion of the meeting.

E. Adding Property to the Assessment List:

Vice President Baer stated, The Board of Equalization shall place upon and add to the assessment roll any real property subject to taxation which has been omitted by the owner or the Assessor, and shall enter the property at a valuation which will bear an equal and just proportion of the taxation (NDCC 57-11-05).

Mr. Hirschfeld reiterated there would be one change with the removal of the one property from the exemption list with a valuation of $377,800.

F. No reduction after session of Board:

Vice President Baer stated, after the adjournment of the Board each year, neither the governing body of the City nor the City Board of Equalization shall change or alter any assessment. Neither shall the governing body or the Board of Equalization reduce or abate, or authorize the reduction, abatement or return, of any taxes levied upon such assessments for any cause except that the property assessed was not subject to taxation at the time the assessment was made (NDCC 57-11-06)

G. Exemption Applications:

Mr. Hirschfeld confirmed the list of 2025 Real Estate Property Exemptions with the exception that HND Properties, LLC needs to be removed, as it is not eligible.

MOTION BY: John Odermann SECONDED BY: Joe Ridl

To accept the 2025 Real Estate Property Tax Exemptions minus the one property noted.

Disposition: Roll call vote...Aye 4, Nay 0, Absent 1

Motion declared duly passed

Attorney Wenko asked that we go back to the top of the agenda, items A and B, and get a decision on what was previously tabled.

MOTION BY: Jason Fridrich SECONDED BY:

Proposes a 20% cap on residential properties, with an assumption of 7 1/2% yearly increase, over 6 years, for the revaluation properties only for the year 2024. This is for residential only, excluding new construction and sales. The standard increase plus 12 ½ % over 6 years to the revaluation properties only.

Motion failed.

MOTION BY: John Odermann SECONDED BY: Joe Ridl

To proceed with the same motion only with a 15% cap on residential properties, with an assumption of 7 ½ % yearly increase, over 6 years for the revaluation properties only for the year 2024. This is for residential only, excluding new construction and sales.

Disposition: Roll call vote... Aye 4, Nay 0, Absent 1

Motion declared duly passed

MOTION BY: John Odermann SECONDED BY: Jason Fridrich

To accept the entire residential value, with adjustments to be made to the previous motion of a 15% cap.

Disposition: Roll call vote... Aye 4, Nay 0, Absent 1

Motion declared duly passed

MOTION BY: Jason Fridrich SECONDED BY: Joe Ridl

To accept the entire commercial value, with the addition of the one commercial property. If changes need to be made, it can be presented to the County. They can also protest through the formal abatement process.

Disposition: Roll call vote... Aye 4, Nay 0, Absent 1

Motion declared duly passed

Attorney Wenko assured everyone this does go in front of the County who still has the ability to affirm or reject any decision that has been made here. If the City adjusts any position on valuation, a letter from Mr. Hirschfeld should be provided for record.

Vice President Baer commended Mr. Hirschfeld and his staff for their work.

3. ADJOURNMENT

MOTION BY: John Odermann SECONDED BY: Joe Ridl

Motion to adjourn

Adjournment of the meeting having completed equalization at 8:43 p.m.

OFFICIAL MINUTES PREPARED BY:

_____

Denise Barth, Property Appraiser Tech.

_____

Dustin Dassinger, City Administrator

_____

Dr. Robert Baer, Vice President

Board of City Commissioners

Date: _____

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson
Payables Management

Ranges:
Vendor ID: First - Last
Class ID: First - Last
Payment Priority: First - Last
Vendor Name: First - Last

FED TAX CLAS: First - Last
Posting Date: First - Last
Document Number: First - Last

Print Option: DETAIL
Age By: Document Date
Aging Date: 4/1/2025

Exclude: Credit Balance, Zero Balance, No Activity, Unposted Applied Credit Documents, Multicurrency Info
Sorted By: Vendor Name
Due Date

*** - Indicates an unposted credit document that has been applied.**

Vendor ID: 5975 **Name:** AARON, BRANDI **Class ID:** **FED TAX CLAS:** EMPLOYEE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	BA 042925	INV	4/29/2025	4/29/2025	$223.60	EMPLOYEE EXP-BRANDI AAR(		$223.60			
	BA 042925A	INV	4/29/2025	4/29/2025	$814.51	EMPLOYEE EXP-BRANDI AAR(		$814.51			
							Due				
Voucher(s): 2						Aged Totals:	$1,038.11	$1,038.11	$0.00	$0.00	$0.00

Vendor ID: 2085 **Name:** ADVANCED BUSINESS METHODS **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	AR1911635	CRM	4/22/2025		($390.36)	REFUND		($390.36)			
	AR1911637	INV	4/22/2025	4/22/2025	$3,094.57	CONTRACT		$3,094.57			
	AR191164	INV	4/22/2025	4/22/2025	$1,946.34	CONTRACT		$1,946.34			
							Due				
Voucher(s): 3						Aged Totals:	$4,650.55	$4,650.55	$0.00	$0.00	$0.00

Vendor ID: 6531 **Name:** ADVANCED WELDING SOLUTIONS, LLC **Class ID:** **FED TAX CLAS:** LLC - S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	7975	INV	4/3/2025	4/3/2025	$1,141.04	LANCE OUT PIN ON BALER/RC		$1,141.04			
							Due				
Voucher(s): 1						Aged Totals:	$1,141.04	$1,141.04	$0.00	$0.00	$0.00

Vendor ID: 4206 **Name:** AED EVERYWHERE **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	29787	INV	4/15/2025	4/15/2025	$376.14	CPR STAT PADZ, PEDI PADZ 1		$376.14			
							Due				
Voucher(s): 1						Aged Totals:	$376.14	$376.14	$0.00	$0.00	$0.00

Vendor ID: 5458 **Name:** AFFORDABLE TREE SERVICE LLC **Class ID:** 1099 **FED TAX CLAS:** SOLE PROP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1381	INV	4/25/2025	4/25/2025	$1,250.00	REMOVE 3 CHERRY TREES, C		$1,250.00			
							Due				
Voucher(s): 1						Aged Totals:	$1,250.00	$1,250.00	$0.00	$0.00	

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Vendor ID: 5115 **Name:** ALLSTATE PETERBILT OF DICKINSON **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	4604204916	INV	4/15/2025	4/15/2025	$179.92	PAD-DISC BRAKE		$179.92			
	4604204967	INV	4/25/2025	4/25/2025	$50.68	KIT-SEAT SHOCK ABSORBER		$50.68			
							Due				
Voucher(s): 2						**Aged Totals:**	**$230.60**	**$230.60**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 9771 **Name:** AMAZON CAPITAL SERVICES **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1J3XY3TJPM77	CRM	4/13/2025		($28.97)	RETURN SHEET PROTECTOR		($28.97)			
	167JNX1F1DWJ	INV	2/19/2025	2/19/2025	$189.98	COFFEE BAR CABINET			$189.98		
	1CQ1QCYCYGKC	INV	3/26/2025	3/26/2025	$522.67	PUFFS		$522.67			
	14YN973TPP9H	INV	3/28/2025	3/28/2025	$137.52	TRASH BAGS		$137.52			
	11HDFCT99GL9	INV	3/31/2025	3/31/2025	$49.99	POWER TOOL ORGANIZER W		$49.99			
	13F7YKQRG7KK	INV	3/31/2025	3/31/2025	$64.99	8 PK MOUSE TRAP CLEAR		$64.99			
	1F3TFX3G69PX	INV	4/3/2025	4/3/2025	$127.56	CLOREX TOILET BOWL CLEAI		$127.56			
	1T77TDNQ66WN	INV	4/3/2025	4/3/2025	$57.36	PAPER TOWELS		$57.36			
	1L6WR1QY6RYH	INV	4/4/2025	4/4/2025	$22.32	AVERY CLEAR HEAVYWEIGH		$22.32			
	1KD6TT4D4K37	INV	4/7/2025	4/7/2025	$299.50	PAPER TOWEL WALL MT,		$299.50			
	1RY9LYX91WTH	INV	4/10/2025	4/10/2025	$443.30	STAPLERS, EXTEN CORDS		$443.30			
	16R1QXLLYPQ9	INV	4/14/2025	4/14/2025	$24.99	OPERATING -KIT REPLACEME		$24.99			
	19MPTCVN3VKR	INV	4/14/2025	4/14/2025	$39.89	66 PC SCREWDRIVER SET		$39.89			
	1D111GJW91RM	INV	4/14/2025	4/14/2025	$220.40	TOMMY JOHN MENS SECOND		$220.40			
	1KFMN47G74V3	INV	4/14/2025	4/14/2025	$63.97	BLOW HAMMER, BLOW MALLE		$63.97			
	1PRVC3HVYXYX	INV	4/14/2025	4/14/2025	$54.87	BOUNTY TOWELS, DISH SOAI		$54.87			
	1V9J9CSQ1QTQ	INV	4/14/2025	4/14/2025	$37.99	2IN1 TRUE HEPA REPLACEME		$37.99			
	1Y7G9XJRHQCD	INV	4/15/2025	4/15/2025	$329.95	CP CAR PRETTY AUTOMOTIVI		$329.95			
	1HYMY3GW4KR9	INV	4/17/2025	4/17/2025	$96.98	PYLE PORTABLE SPEAKER BI		$96.98			
	1SXCLF9DX3DQ	INV	4/21/2025	4/21/2025	$15.28	SMALL PLASTIC BAGS		$15.28			
	1VG1CGRTGKFD	INV	4/22/2025	4/22/2025	$78.04	WIRELESS MOUSE & KEYBOA		$78.04			
	14RXDNVYK4N7	INV	4/23/2025	4/23/2025	$13.53	BUSINESS CARD HOLDERS		$13.53			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	1P1DM46937WC	INV	4/24/2025	4/24/2025	$45.13	WORKBOOK TO ACC UNDERS		$45.13				
	1DCFVYPG349W	INV	4/28/2025	4/28/2025	$31.05	PENS, NOTEBOOKS		$31.05				
							Due					
Voucher(s):	24					Aged Totals:	$2,938.29	$2,748.31	$189.98	$0.00	$0.00	

Vendor ID: 3312 **Name:** AMBER WAVES INC **Class ID:** **FED TAX CLAS:** LLC-S

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	17031	INV	3/28/2025	3/28/2025	$1,742.40	20% DOWN PYMT 45" RING KI		$1,742.40			
							Due				
Voucher(s):	1					Aged Totals:	$1,742.40	$1,742.40	$0.00	$0.00	$0.00

Vendor ID: 5947 **Name:** ANGUIANO, IAN **Class ID:** **FED TAX CLAS:** EMPLOYEE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	IA 042225	INV	4/22/2025	4/22/2025	$73.50	EMPLOYEE EXP-IAN ANGUIAN		$73.50			
							Due				
Voucher(s):	1					Aged Totals:	$73.50	$73.50	$0.00	$0.00	$0.00

Vendor ID: 4278 **Name:** APEX **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	20877	INV	3/31/2025	3/31/2025	$586.50	SENIOR ENGINEER		$586.50			
							Due				
Voucher(s):	1					Aged Totals:	$586.50	$586.50	$0.00	$0.00	$0.00

Vendor ID: 37 **Name:** AT&T **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	559021	INV	4/8/2025	4/8/2025	$145.00	4 BILLED UNITS		$145.00			
							Due				
Voucher(s):	1					Aged Totals:	$145.00	$145.00	$0.00	$0.00	$0.00

Vendor ID: 6032 **Name:** AUTO VALUE, APH STORE **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	416108793	INV	4/15/2025	4/15/2025	$214.60	PREM SPOT/PANEL,CRYSTAL		$214.60			
							Due				
Voucher(s):	1					Aged Totals:	$214.60	$214.60	$0.00	$0.00	$0.00

Vendor ID: 68 **Name:** B & K ELECTRIC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	201084	INV	4/16/2025	4/16/2025	$158.25	A19 LED BULB, REPAIR DW LI		$158.25			
	201085	INV	4/16/2025	4/16/2025	$412.50	ALL N FACING LITES COVER V		$412.50			
	201086	INV	4/16/2025	4/16/2025	$230.00	12" ROUND LED, RED OUT		$230.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

			Due				
Voucher(s): 3	Aged Totals:	$800.75	$800.75	$0.00	$0.00	$0.00

Vendor ID: 49 **Name:** BAKER & TAYLOR CO (GA) **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2038982184	INV	4/1/2025	4/1/2025	$214.57	BCSD		$214.57			
	2038992417	INV	4/4/2025	4/4/2025	$60.00	BCSD		$60.00			
	2038991354	INV	4/7/2025	4/7/2025	$223.05	DIP TEEN		$223.05			
	2038995062	INV	4/8/2025	4/8/2025	$261.12	DIP CH		$261.12			
	2038995236	INV	4/8/2025	4/8/2025	$266.50	BC		$266.50			
	2038995256	INV	4/8/2025	4/8/2025	$253.33	DIP		$253.33			
	2039008777	INV	4/11/2025	4/11/2025	$13.42	DIP CH		$13.42			
	2039012957	INV	4/14/2025	4/14/2025	$11.60	SLOPE CH		$11.60			
	2039013317	INV	4/14/2025	4/14/2025	$14.51	BCSD		$14.51			
	2039015688	INV	4/15/2025	4/15/2025	$92.49	DIP TEEN		$92.49			
	2039021521	INV	4/17/2025	4/17/2025	$492.56	BC		$492.56			
	2039021502	INV	4/18/2025	4/18/2025	$698.16	DIP		$698.16			
	2039023837	INV	4/18/2025	4/18/2025	$87.91	DIP CH		$87.91			

			Due				
Voucher(s): 13	Aged Totals:	$2,689.22	$2,689.22	$0.00	$0.00	$0.00

Vendor ID: 6203 **Name:** BALCO UNIFORM - POLICE ACCOUNT **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	83213-1	INV	4/15/2025	4/15/2025	$708.00	HANDCUFF, DOUBLE PISTOL,		$708.00			
	83328-1	INV	4/16/2025	4/16/2025	$182.00	CLOTHING FOR POLICE DEPT		$182.00			
	83329	INV	4/16/2025	4/16/2025	$81.00	CORE STATE FEMALE		$81.00			
	83218-1	INV	4/22/2025	4/22/2025	$131.50	SHIRT FOR PD, AM FLAG EMB		$131.50			

			Due				
Voucher(s): 4	Aged Totals:	$1,102.50	$1,102.50	$0.00	$0.00	$0.00

Vendor ID: 6096 **Name:** BARTLETT & WEST, INC **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	00730102815	INV	4/11/2025	4/11/2025	$1,625.50	202215 LIBRARY EXPANSION		$1,625.50			

			Due				
Voucher(s): 1	Aged Totals:	$1,625.50	$1,625.50	$0.00	$0.00	

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Vendor ID: 4670 **Name:** BEK CONSULTING **Class ID:** 1099 **FED TAX CLAS:** LLC

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	6926	INV	3/14/2025	3/14/2025	$6,971.00	EXTRA WORK FORM		$6,971.00			
	6931	INV	3/24/2025	3/24/2025	$6,388.00	EXTRA WORK FORM		$6,388.00			
	6932	INV	3/26/2025	3/26/2025	$6,274.00	EXTRA WORK FORM		$6,274.00			
	202104 7 FINAL	INV	4/17/2025	4/17/2025	$67,516.51	202104 SIMS STREET IMPROV		$67,516.51			
							Due				
Voucher(s): 4						Aged Totals:	$87,149.51	$87,149.51	$0.00	$0.00	$0.00

Vendor ID: 773 **Name:** BERGER ELECTRIC INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	88855	INV	3/31/2025	3/31/2025	$360.00	PROGRAM VFD		$360.00			
	88956	INV	4/22/2025	4/22/2025	$90.00	TROUBLESHOOT SWITCH		$90.00			
							Due				
Voucher(s): 2						Aged Totals:	$450.00	$450.00	$0.00	$0.00	$0.00

Vendor ID: 5996 **Name:** BIG HORN TIRE, INC **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	21068	INV	4/22/2025	4/22/2025	$5,122.38	NEW TIRES UNIT R1		$5,122.38			
	21069	INV	4/22/2025	4/22/2025	$180.00	TIRE INSPECTION SW & LAND		$180.00			
	21070	INV	4/22/2025	4/22/2025	$889.13	NEW TIRES		$889.13			
	21079	INV	4/23/2025	4/23/2025	$1,803.70	TIRES		$1,803.70			
							Due				
Voucher(s): 4						Aged Totals:	$7,995.21	$7,995.21	$0.00	$0.00	$0.00

Vendor ID: 9967 **Name:** BISMARCK HAMPTON INN & SUITES **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	53903086	INV	3/22/2025	3/22/2025	$99.00	GUEST SERVICES-S DECKER		$99.00			
							Due				
Voucher(s): 1						Aged Totals:	$99.00	$99.00	$0.00	$0.00	$0.00

Vendor ID: 2551 **Name:** BLACKSTONE AUDIO, INC. **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2195319	INV	4/16/2025	4/16/2025	$312.68	DIP AV		$312.68			
							Due				
Voucher(s): 1						Aged Totals:	$312.68	$312.68	$0.00	$0.00	$0.00

Vendor ID: 72 **Name:** BOESPFLUG TRAILERS & FEED INC **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	107474	INV	4/17/2025	4/17/2025	$18.07	LOCKING PADDLE LATCH SS (		$18.07			
							Due				
Voucher(s): 1						Aged Totals:	$18.07	$18.07	$0.00	$0.00	$0.00

Vendor ID: 6272 **Name:** BOSS OFFICE PRODUCTS **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	688016-0	INV	3/13/2025	3/13/2025	$529.00	IGNITION 2.0 MID BACK MESH		$529.00			
							Due				
Voucher(s): 1						Aged Totals:	$529.00	$529.00	$0.00	$0.00	$0.00

Vendor ID: 5004 **Name:** BOUND TREE MEDICAL LLC **Class ID:** 1099 **FED TAX CLAS:** LLC-P

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	85739890	INV	4/17/2025	4/17/2025	$336.51	CURAPLEX GLOVES, SHAFT		$336.51			
	85741230	INV	4/18/2025	4/18/2025	$813.74	MEGAMOVER TRASPORT CH/		$813.74			
	85749279	INV	4/25/2025	4/25/2025	$41.37	PHARMASAFETY WASTE CON		$41.37			
							Due				
Voucher(s): 3						Aged Totals:	$1,191.62	$1,191.62	$0.00	$0.00	$0.00

Vendor ID: 4390 **Name:** BRAUN DISTRIBUTING **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	37269	INV	4/11/2025	4/11/2025	$45.80	4 5 GAL SPRING WATERS		$45.80			
	386006	INV	4/14/2025	4/14/2025	$62.90	10 CASES NESTLE PURE LIFE		$62.90			
	386214	INV	4/15/2025	4/15/2025	$142.75	MULTI FOLD TOWEL BROWN I		$142.75			
	37317	INV	4/25/2025	4/25/2025	$53.70	6 5 GAL SPRING WATERS		$53.70			
							Due				
Voucher(s): 4						Aged Totals:	$305.15	$305.15	$0.00	$0.00	$0.00

Vendor ID: 9555 **Name:** BRETT KEITH **Class ID:** **FED TAX CLAS:** EMPLOYEE REIMBURSE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	BK 043025	INV	4/30/2025	4/30/2025	$107.00	EMPLOYEE EXP-BRETT KEITH		$107.00			
							Due				
Voucher(s): 1						Aged Totals:	$107.00	$107.00	$0.00	$0.00	$0.00

Vendor ID: 6086 **Name:** BUILDERS FIRSTSOURCE INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	77904212	INV	4/21/2025	4/21/2025	$109.53	2X4-16' #2 TRTD GC DT CEDAI		$109.53			
	77905056	INV	4/21/2025	4/21/2025	$1,909.61	2X4,CEDARTONE, PLYWOOD,		$1,909.61			
	77930709	INV	4/22/2025	4/22/2025	$201.88	PASLODE		$201.88			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

							Due				
Voucher(s):	**3**					**Aged Totals:**	**$2,221.02**	**$2,221.02**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 9574 **Name:** BURNS & McDONNELL ENGINEERING Co. **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	165820-14	INV	4/28/2025	4/28/2025	$4,012.24	202216 BALER/RECYCLING EX		$4,012.24			

							Due				
Voucher(s):	**1**					**Aged Totals:**	**$4,012.24**	**$4,012.24**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 96 **Name:** BUTLER MACHINERY CO **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	09PS0374211	INV	2/26/2025	2/26/2025	$34.96	LATCH AS			$34.96		
	09PS0375828	INV	3/28/2025	3/28/2025	$16.92	FILTER		$16.92			
	09PS0376110	INV	4/3/2025	4/3/2025	$18.70	10W ADV HYDO 1 GAL		$18.70			
	09PS0376481	INV	4/10/2025	4/10/2025	$230.57	HYDO ADV		$230.57			
	09PS0376482	INV	4/10/2025	4/10/2025	$82.95	COUPLINGS, SEAL O RINGS, H		$82.95			
	29WO0024427	INV	4/10/2025	4/10/2025	$300.00	PERFORMANCE YRN		$300.00			
	09PS0376550	INV	4/11/2025	4/11/2025	$82.95	SEAL O RINGS, HOSES, SEAL		$82.95			
	09PS0376783	INV	4/16/2025	4/16/2025	$80.54	10W ADV HYDO 5 GAL UNIT R		$80.54			
	09PS0377427	INV	4/29/2025	4/29/2025	$76.86	SPRING AS, CLIP, STUD-BALL		$76.86			

							Due				
Voucher(s):	**9**					**Aged Totals:**	**$924.45**	**$889.49**	**$34.96**	**$0.00**	**$0.00**

Vendor ID: 610 **Name:** CARQUEST AUTO PARTS STORES **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2781-430889	CRM	4/11/2025		($168.05)	RETURN BLOWER MOTOR		($168.05)			
	2781-430778	INV	4/9/2025	4/9/2025	$61.68	12 BRAKLEEN NON CHRLORI		$61.68			
	2781-430888	INV	4/11/2025	4/11/2025	$81.15	BLOWER MTR RESISTOR		$81.15			
	2781-430896	INV	4/11/2025	4/11/2025	$61.68	12 BRAKLEEN NON CHRLORI		$61.68			
	2781-431050	INV	4/15/2025	4/15/2025	$107.52	12 OIL FILTERS		$107.52			
	2781-431090	INV	4/15/2025	4/15/2025	$40.97	ADAPTER W/BALL		$40.97			

							Due				
Voucher(s):	**6**					**Aged Totals:**	**$184.95**	**$184.95**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 109 **Name:** CENTRAL MECHANICAL INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and
	20519	INV	4/2/2025	4/2/2025	$160.00	REPLACED BAD RELAY FOR \		$160.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

			Due				
Voucher(s): 1	Aged Totals:	$160.00	$160.00	$0.00	$0.00	$0.00

Vendor ID: 2407 **Name:** CENTRAL STATES WIRE PRODUCTS INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	0000077426	INV	4/2/2025	4/2/2025	$43,774.33	11 GA GALV HT RD		$43,774.33			

			Due				
Voucher(s): 1	Aged Totals:	$43,774.33	$43,774.33	$0.00	$0.00	$0.00

Vendor ID: 113 **Name:** CHARBONNEAU CAR CENTER **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	212850	INV	4/8/2025	4/8/2025	$245.25	BELT ASSY FRONT OUTER		$245.25			

			Due				
Voucher(s): 1	Aged Totals:	$245.25	$245.25	$0.00	$0.00	$0.00

Vendor ID: 4721 **Name:** CIVIL SCIENCE INFRASTRUCTURE INC **Class ID:** **FED TAX CLAS:** CORPORATION

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	18165	INV	4/11/2025	4/11/2025	$2,300.00	202105 4TH & 5TH ST E/26 AVI		$2,300.00			
	18173	INV	4/11/2025	4/11/2025	$22,905.75	202601 2026 ROAD MAINTENA		$22,905.75			

			Due				
Voucher(s): 2	Aged Totals:	$25,205.75	$25,205.75	$0.00	$0.00	$0.00

Vendor ID: 4535 **Name:** CONTINENTAL MGMT **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	041125	INV	4/11/2025	4/11/2025	$2,651.00	STORAGE UNITS 060125-0531		$2,651.00			

			Due				
Voucher(s): 1	Aged Totals:	$2,651.00	$2,651.00	$0.00	$0.00	$0.00

Vendor ID: 6157 **Name:** CORE & MAIN LP **Class ID:** 1099 **FED TAX CLAS:** PARTNERSHIP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	CNV1000000451	INV	4/2/2025	4/2/2025	$2,127.21	SHOP PARTS		$2,127.21			
	CNV1000001309	INV	4/17/2025	4/17/2025	$1,558.04	2 MACRO HP		$1,558.04			

			Due				
Voucher(s): 2	Aged Totals:	$3,685.25	$3,685.25	$0.00	$0.00	$0.00

Vendor ID: 5125 **Name:** COVENANT LEGAL GROUP **Class ID:** 1099 **FED TAX CLAS:** ATTORNEY

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	4077	INV	4/24/2025	4/24/2025	$252.50	LEGAL SERVICES-R REISENA		$252.50			
	4078	INV	4/24/2025	4/24/2025	$350.00	LEGAL SERVICES-DUSTIN BEI		$350.00			

			Due				
Voucher(s): 2	Aged Totals:	$602.50	$602.50	$0.00	$0.00	$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Vendor ID: 6537 **Name:** CPR SAVERS & FIRST AID ONLY **Class ID:** **FED TAX CLAS:** LLC AS S

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1306473	INV	4/12/2025	4/12/2025	$536.80	LUNG BAGS, CPR-D PADZ ELE		$536.80			
							Due				
Voucher(s): 1						Aged Totals:	$536.80	$536.80	$0.00	$0.00	$0.00

Vendor ID: 5999 **Name:** DAKOTA BUSINESS SOLUTIONS **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1450	INV	4/15/2025	4/15/2025	$199.29	MARCH 2025 INSERT CIVIC RE		$199.29			
	1451	INV	4/15/2025	4/15/2025	$1,741.07	2/28/25 WATER STMTS, FOLD		$1,741.07			
	1452	INV	4/15/2025	4/15/2025	$2,059.89	03/20/25 WATER STMTS/CIVIC		$2,059.89			
							Due				
Voucher(s): 3						Aged Totals:	$4,000.25	$4,000.25	$0.00	$0.00	$0.00

Vendor ID: 4262 **Name:** DAKOTA FLUID POWER INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	7324228	INV	4/10/2025	4/10/2025	$2,400.00	CRANE INSPECTION		$2,400.00			
							Due				
Voucher(s): 1						Aged Totals:	$2,400.00	$2,400.00	$0.00	$0.00	$0.00

Vendor ID: 3938 **Name:** DAKOTA SIGNWERKS **Class ID:** 1099 **FED TAX CLAS:** MISC

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	042504	INV	4/3/2025	4/3/2025	$3,924.50	DICKINSON RECYCLING DEC/		$3,924.50			
							Due				
Voucher(s): 1						Aged Totals:	$3,924.50	$3,924.50	$0.00	$0.00	$0.00

Vendor ID: 3438 **Name:** DAVE NETZER PAINTING INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	040925	INV	4/9/2025	4/9/2025	$14,698.00	PAINTING IN ST DEPT		$14,698.00			
							Due				
Voucher(s): 1						Aged Totals:	$14,698.00	$14,698.00	$0.00	$0.00	$0.00

Vendor ID: 5070 **Name:** DECKER, SCOTT J **Class ID:** **FED TAX CLAS:** EMPLOYEE/COMMISIONER

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	SD 041625	INV	4/16/2025	4/16/2025	$149.00	EMPLOYEE EXP-SCOTT DECK		$149.00			
							Due				
Voucher(s): 1						Aged Totals:	$149.00	$149.00	$0.00	$0.00	$0.00

Vendor ID: 131 **Name:** DICKINSON CONVENTION BUREAU **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	CITY RECD APRIL	INV	4/28/2025	4/28/2025	$12,745.27	STATE TREASURER/OCC TAX		$12,745.27			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

							Due			
Voucher(s):	1					Aged Totals:	$12,745.27	$12,745.27	$0.00	$0.00	$0.00

Vendor ID: 2286 **Name:** DICKINSON FIRE FIGHTERS ASSOCIATION **Class ID:** **FED TAX CLAS:** GOV

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	10302024	INV	4/21/2025	4/21/2025	$450.00	APR 20TH WITHHOLDINGS		$450.00			
							Due				
Voucher(s):	1					Aged Totals:	$450.00	$450.00	$0.00	$0.00	$0.00

Vendor ID: 175 **Name:** DICKINSON PARKS & REC **Class ID:** **FED TAX CLAS:** GOVERNMENT NON PROFI

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	CITY RECD APRIL	INV	4/28/2025	4/28/2025	$23,363.68	STATE TREASURER/ST AID &		$23,363.68			
							Due				
Voucher(s):	1					Aged Totals:	$23,363.68	$23,363.68	$0.00	$0.00	$0.00

Vendor ID: 5166 **Name:** DICKINSON PARKS & REC (MEMBERS) **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	3190198	INV	4/30/2025	4/30/2025	$2,180.00	EMPLOYEE MEMBERSHIPS		$2,180.00			
							Due				
Voucher(s):	1					Aged Totals:	$2,180.00	$2,180.00	$0.00	$0.00	$0.00

Vendor ID: 179 **Name:** DICKINSON READY MIX **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	292616	INV	4/21/2025	4/21/2025	$1,384.25	9.420 & 10.355 TON RIVERDAL		$1,384.25			
							Due				
Voucher(s):	1					Aged Totals:	$1,384.25	$1,384.25	$0.00	$0.00	$0.00

Vendor ID: 167 **Name:** DICKINSON TR AIRPORT **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	CITY RECD APRIL	INV	4/28/2025	4/28/2025	$48,834.50	STARK CO TAX DISTR/CO RE(		$48,834.50			
							Due				
Voucher(s):	1					Aged Totals:	$48,834.50	$48,834.50	$0.00	$0.00	$0.00

Vendor ID: 6536 **Name:** DILLINGER TARENCE **Class ID:** **FED TAX CLAS:** EMPLOYEE REIMBURSE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	TD 041425	INV	4/14/2025	4/14/2025	$108.00	EMPLOYEE EXP-T DILLINGER		$108.00			
							Due				
Voucher(s):	1					Aged Totals:	$108.00	$108.00	$0.00	$0.00	$0.00

Vendor ID: 9899 **Name:** DOGZ EVENTS, LLC **Class ID:** 1099 **FED TAX CLAS:** INDIVIDUAL LLC-SM

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1441	INV	4/25/2025	4/25/2025	$3,750.00	EVENT HOSTING FEE BALANC		$3,750.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

			Due				
Voucher(s): 1	Aged Totals:	$3,750.00	$3,750.00	$0.00	$0.00	$0.00

Vendor ID: 5695 **Name:** DOVER PUBLICATIONS, INC **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	93045143	INV	4/18/2025	4/18/2025	$7.98	GIFT SHOP STOCK		$7.98			

			Due				
Voucher(s): 1	Aged Totals:	$7.98	$7.98	$0.00	$0.00	$0.00

Vendor ID: 6529 **Name:** DUTTON AVERY **Class ID:** **FED TAX CLAS:** EMPLOYEE REIMBURSE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	AD 041025	INV	4/10/2025	4/10/2025	$101.00	EMPLOYEE EXP-AVERY DUTT		$101.00			

			Due				
Voucher(s): 1	Aged Totals:	$101.00	$101.00	$0.00	$0.00	$0.00

Vendor ID: 4135 **Name:** EAST END AUTO (CITY ACCT) **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	18835	INV	3/3/2025	3/3/2025	$357.50	TOWED CITY OF DKN LADDEF		$357.50			

			Due				
Voucher(s): 1	Aged Totals:	$357.50	$357.50	$0.00	$0.00	$0.00

Vendor ID: 204 **Name:** EBSCO SUBSCRIPTION SERVICE **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2504056	INV	3/13/2025	3/13/2025	$22.00	NEW RETAIL		$22.00			

			Due				
Voucher(s): 1	Aged Totals:	$22.00	$22.00	$0.00	$0.00	$0.00

Vendor ID: 2535 **Name:** ELECTRIC PUMP **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	030674	INV	4/6/2025	4/6/2025	$15,266.84	SEAL REPLACEMENT		$15,266.84			

			Due				
Voucher(s): 1	Aged Totals:	$15,266.84	$15,266.84	$0.00	$0.00	$0.00

Vendor ID: 6237 **Name:** EVOQUA WATER TECHNOLOGIES LLC **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	906981458	INV	4/10/2025	4/10/2025	$20,551.28	3922 GAL BIOXIDE		$20,551.28			
	906999721	INV	4/24/2025	4/24/2025	$20,346.92	3883 GAL BIOXIDE		$20,346.92			

			Due				
Voucher(s): 2	Aged Totals:	$40,898.20	$40,898.20	$0.00	$0.00	$0.00

Vendor ID: 181 **Name:** FACTORY MOTOR PARTS **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and
	206-025629	CRM	4/1/2025		($22.00)	RETURN LG BATTERY CORE		($22.00)			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	206-025710	CRM	4/3/2025		($176.64)	RETURN STARTER MOTOR AS		($176.64)				
	206-025811	INV	4/8/2025	4/8/2025	$342.55	HUB AND BEARING ASY		$342.55				
	206-025926	INV	4/11/2025	4/11/2025	$102.87	FAN & MOTOR ASY		$102.87				
								Due				
Voucher(s):	4					Aged Totals:		$246.78	$246.78	$0.00	$0.00	$0.00

Vendor ID: 1567 **Name:** FASTENAL COMPANY **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	NDDIC204089	INV	4/11/2025	4/11/2025	$72.07	C5-A ANTI SEIZE CPR		$72.07			
	NDDIC204276	INV	4/25/2025	4/25/2025	$999.36	16X20X2 STDWBFLTR		$999.36			
								Due			
Voucher(s):	2					Aged Totals:		$1,071.43	$1,071.43	$0.00	$0.00	$0.00

Vendor ID: 221 **Name:** FEDERAL EXPRESS **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	8-839-21441	INV	4/23/2025	4/23/2025	$58.94	SHIPPING OF PACKAGE		$58.94			
								Due			
Voucher(s):	1					Aged Totals:		$58.94	$58.94	$0.00	$0.00	$0.00

Vendor ID: 2606 **Name:** FERGUSON ENTERPRISES INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1475359	INV	4/1/2025	4/1/2025	$56.66	4 RR 1/8 FF 150# GSKT		$56.66			
								Due			
Voucher(s):	1					Aged Totals:		$56.66	$56.66	$0.00	$0.00	$0.00

Vendor ID: 4084 **Name:** FERGUSON WATERWORKS #2516 **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	WI008663	INV	2/14/2025	2/14/2025	$518.34	10X8 PVC SWR GXGXG WYE			$518.34		
	WI008755	INV	4/15/2025	4/15/2025	$998.98	LF BRZ 2 MTR GLG KIT PR		$998.98			
	0518310	INV	4/17/2025	4/17/2025	$2,000.00	2 MACH10 USG 15-1/4 LL *X		$2,000.00			
	WI008800	INV	4/22/2025	4/22/2025	$1,849.00	LF BRZ 3/4 STRT MTR COUP		$1,849.00			
	0519146	INV	4/24/2025	4/24/2025	$5,791.84	40 C900 DR18 PVC GJ BLUE P		$5,791.84			
								Due			
Voucher(s):	5					Aged Totals:		$11,158.16	$10,639.82	$518.34	$0.00	$0.00

Vendor ID: 9971 **Name:** FERNO WASHINGTON **Class ID:** 1099 **FED TAX CLAS:** NOT SPECIFIED

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	953758	INV	4/25/2025	4/25/2025	$39,441.60	OPTION SAE W/O ICS, FRAME		$39,441.60			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	953879	INV	4/28/2025	4/28/2025	$12,095.20	TRANSCEND CHAIR , KIT HEA		$12,095.20			
							Due				
Voucher(s): 2						Aged Totals:	$51,536.80	$51,536.80	$0.00	$0.00	$0.00

Vendor ID: 5215 **Name:** FINLAYSON, BRITNEY **Class ID:** **FED TAX CLAS:** EMPLOYEE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	BF 040225	INV	4/2/2025	4/2/2025	$149.08	REIMBURSEMENT OF FOLDEF		$149.08			
							Due				
Voucher(s): 1						Aged Totals:	$149.08	$149.08	$0.00	$0.00	$0.00

Vendor ID: 231 **Name:** FISHER SAND & GRAVEL CO **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	43726	INV	4/21/2025	4/21/2025	$2,922.29	44.11 TON MT TYPE 1 COVER		$2,922.29			
							Due				
Voucher(s): 1						Aged Totals:	$2,922.29	$2,922.29	$0.00	$0.00	$0.00

Vendor ID: 5795 **Name:** FORCE AMERICA DISTRIBUTING LLC **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	IN200-2004989	INV	4/21/2025	4/21/2025	$897.00	10 MB FLAT DATA PLAN US W		$897.00			
							Due				
Voucher(s): 1						Aged Totals:	$897.00	$897.00	$0.00	$0.00	$0.00

Vendor ID: 6287 **Name:** FRIES JOEL/ TRACKER MANAGEMENT **Class ID:** 1099 **FED TAX CLAS:** SOLE PROP/SINGLE LLC

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	18987	INV	4/2/2025	4/2/2025	$2,576.15	03-28-25 DICKINSON-SHAKOP		$2,576.15			
	19081	INV	4/14/2025	4/14/2025	$2,420.80	04-09-25 DICKINSON-SHAKOP		$2,420.80			
							Due				
Voucher(s): 2						Aged Totals:	$4,996.95	$4,996.95	$0.00	$0.00	$0.00

Vendor ID: 235 **Name:** FRONTIER PRECISION **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	INV323640	INV	4/22/2025	4/22/2025	$410.00	CATALYST 60-ANNUAL, VIRTU		$410.00			
							Due				
Voucher(s): 1						Aged Totals:	$410.00	$410.00	$0.00	$0.00	$0.00

Vendor ID: 6470 **Name:** GALLO MICHAEL PAUL **Class ID:** 1099 **FED TAX CLAS:** LLC

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	061225 PERFORMAN	INV	4/11/2025	4/11/2025	$510.00	PERFORMANCE MICHAEL GAI		$510.00			
							Due				
Voucher(s): 1						Aged Totals:	$510.00	$510.00	$0.00	$0.00	$0.00

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City of Dickinson

Vendor ID: 668 **Name:** GALLS INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	030768926	CRM	3/17/2025		($70.00)	RETURN 5.11 CO SHIRT L/S		($70.00)			
	030768355	INV	3/17/2025	3/17/2025	$7.99	RETURN SHIPPING LABEL		$7.99			
	030818849	INV	3/22/2025	3/22/2025	$136.34	THOROGOOD 6 BLACK STAT		$136.34			
	030899623	INV	3/31/2025	3/31/2025	$240.00	NOMEX WOMENS TROUSERS		$240.00			
	031018647	INV	4/11/2025	4/11/2025	$125.83	THOROGOOD 6 BLACK BOOT		$125.83			
							Due				
Voucher(s): 5						Aged Totals:	$440.16	$440.16	$0.00	$0.00	$0.00

Vendor ID: 241 **Name:** GENERAL STEEL & SUPPLY **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	31356	INV	4/3/2025	4/3/2025	$26.67	PLUG, CAP		$26.67			
	31411	INV	4/4/2025	4/4/2025	$13.10	DRILL BIT		$13.10			
	31469	INV	4/8/2025	4/8/2025	$41.08	CUTOFF WHEEL		$41.08			
	31475	INV	4/8/2025	4/8/2025	$26.67	PLUG, CAP		$26.67			
	31511	INV	4/10/2025	4/10/2025	$23.28	FLAP WHEEL		$23.28			
	31782	INV	4/21/2025	4/21/2025	$30.32	2 2912F 1/2 DRIVE X 3/8 HEX B		$30.32			
	31825	INV	4/23/2025	4/23/2025	$8.33	5 1-1/4 SAE WASHER		$8.33			
							Due				
Voucher(s): 7						Aged Totals:	$169.45	$169.45	$0.00	$0.00	$0.00

Vendor ID: 243 **Name:** GEORGES TIRE SHOP INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	190233	INV	4/3/2025	4/3/2025	$40.00	FIX FLAT R9		$40.00			
	190001	INV	4/8/2025	4/8/2025	$50.00	FLAT, DISPOSAL R64		$50.00			
	190141	INV	4/11/2025	4/11/2025	$40.00	FIX FLAT		$40.00			
	190183	INV	4/14/2025	4/14/2025	$40.00	FIX FLAT		$40.00			
	191327	INV	4/23/2025	4/23/2025	$70.00	2 CHARGES R-8		$70.00			
							Due				
Voucher(s): 5						Aged Totals:	$240.00	$240.00	$0.00	$0.00	$0.00

Vendor ID: 9881 **Name:** GL BERG ENTERTAINMENT **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	39112	INV	4/17/2025	4/17/2025	$45,000.00	EVENT 2025 LIVE @ LEGACY S		$45,000.00			

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City of Dickinson

	39702	INV	4/17/2025	4/17/2025	$1,750.00	EVENT 070325 SAWYER BRO\		$1,750.00				
	39703	INV	4/17/2025	4/17/2025	$1,750.00	EVENT 07312025		$1,750.00				
	081425 EVENT	INV	4/28/2025	4/28/2025	$300.00	20% DEPOSIT EVENT 081425		$300.00				
								Due				
Voucher(s):	4					Aged Totals:		$48,800.00	$48,800.00	$0.00	$0.00	$0.00

Vendor ID: 6082 **Name:** GOOSENECK IMPLEMENT **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	11253717	INV	4/15/2025	4/15/2025	$444.53	BATTERY,22NF		$444.53			
	11254765	INV	4/16/2025	4/16/2025	$63.28	PULLEY		$63.28			
							Due				
Voucher(s):	2					Aged Totals:	$507.81	$507.81	$0.00	$0.00	$0.00

Vendor ID: 3215 **Name:** GRAINGER **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	9469958046	INV	4/10/2025	4/10/2025	$324.71	O-RING SET, NITRILE, BLACK		$324.71			
							Due				
Voucher(s):	1					Aged Totals:	$324.71	$324.71	$0.00	$0.00	$0.00

Vendor ID: 6530 **Name:** HANSON STEVE **Class ID:** **FED TAX CLAS:** EMPLOYEE REIMBURSE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	SH 040225	INV	4/2/2025	4/2/2025	$101.00	EMPLOYEE EXP-STEVE HANS		$101.00			
							Due				
Voucher(s):	1					Aged Totals:	$101.00	$101.00	$0.00	$0.00	$0.00

Vendor ID: 686 **Name:** HARRIS WASTE MGT GROUP/CORDELE **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1061367	INV	2/5/2025	2/5/2025	$7,161.46	WASHERS, NUTS, THREADED			$7,161.46		
	1062782	INV	4/7/2025	4/7/2025	$7,985.80	GUIDE BAR		$7,985.80			
							Due				
Voucher(s):	2					Aged Totals:	$15,147.26	$7,985.80	$7,161.46	$0.00	$0.00

Vendor ID: 6151 **Name:** HAUCK SALES AND SERVICES **Class ID:** 1099 **FED TAX CLAS:** SOLE PROP/SINGLE LLC

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	IN-251335	INV	4/21/2025	4/21/2025	$8,000.00	40FT STD STORAGE CONTAIN		$8,000.00			
							Due				
Voucher(s):	1					Aged Totals:	$8,000.00	$8,000.00	$0.00	$0.00	$0.00

Vendor ID: 1633 **Name:** HAWKINS INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and
	7021173	INV	3/27/2025	3/27/2025	$12,265.80	2140 LB AQUA HAWK		$12,265.80			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

			Due				
Voucher(s): 1	Aged Totals:	$12,265.80	$12,265.80	$0.00	$0.00	$0.00

Vendor ID: 362 **Name:** HAYNES, MELBYE LAW OFFICE PLLC **Class ID:** 1099 **FED TAX CLAS:** ATTORNEY

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	31557	INV	4/2/2025	4/2/2025	$62.50	LEGAL SERVICES-C BENSON		$62.50			
	31571	INV	4/2/2025	4/2/2025	$172.92	LEGAL SERVICES-KYLE COLL		$172.92			
	31586	INV	4/2/2025	4/2/2025	$312.50	LEGAL SERVICES-BRENT FEL		$312.50			
	31593	INV	4/2/2025	4/2/2025	$218.75	LEGAL SERVICES-CONNIE GC		$218.75			
	31603	INV	4/2/2025	4/2/2025	$187.50	LEGAL SERVICES-ERIC HARB		$187.50			
	31627	INV	4/2/2025	4/2/2025	$231.25	LEGAL SERVICES-LARRY LINI		$231.25			
	31654	INV	4/2/2025	4/2/2025	$325.00	LEGAL SERVICES-BEN MIINCH		$325.00			
	31675	INV	4/2/2025	4/2/2025	$406.25	LEGAL SERVICES-JOSE PINT(		$406.25			
	31720	INV	4/2/2025	4/2/2025	$229.17	LEGAL SERVICES-T ZENTZ		$229.17			

			Due				
Voucher(s): 9	Aged Totals:	$2,145.84	$2,145.84	$0.00	$0.00	$0.00

Vendor ID: 9919 **Name:** HELLMAN & SONS LANDSCAPING LLC **Class ID:** **FED TAX CLAS:** LLC - S

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	7612	INV	4/16/2025	4/16/2025	$65.00	APPLICATION @ LIBRARY		$65.00			
	7639	INV	4/25/2025	4/25/2025	$235.00	INITIAL MOWING & BAGGING/(		$235.00			

			Due				
Voucher(s): 2	Aged Totals:	$300.00	$300.00	$0.00	$0.00	$0.00

Vendor ID: 5870 **Name:** HEREDIA-NIEVES, YOEL **Class ID:** **FED TAX CLAS:** EMPLOYEE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	YN 0041025	INV	4/10/2025	4/10/2025	$111.01	EMPLOYEE EXP-YOEL NIEVES		$111.01			

			Due				
Voucher(s): 1	Aged Totals:	$111.01	$111.01	$0.00	$0.00	$0.00

Vendor ID: 2778 **Name:** HOUSTON ENGINEERING INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	75856	INV	4/17/2025	4/17/2025	$17,936.50	MASTER SERVICES TASK ORI		$17,936.50			

			Due				
Voucher(s): 1	Aged Totals:	$17,936.50	$17,936.50	$0.00	$0.00	$0.00

Vendor ID: 5788 **Name:** INNOVATIVE OFFICE SOLUTIONS LLC **Class ID:** 1099 **FED TAX CLAS:** LLC-P

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

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	IN4808129	INV	4/7/2025	4/7/2025	$282.46	HIGHLIGHTERS, PEN, PEARL,		$282.46				
	IN4808130	INV	4/7/2025	4/7/2025	$18.78	PEN, PEARL, SMALL ORDER F		$18.78				
							Due					
Voucher(s):	**2**					**Aged Totals:**	**$301.24**	**$301.24**	**$0.00**	**$0.00**	**$0.00**	

Vendor ID: 4381 **Name:** J & J OPERATING LLC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	S224140	INV	4/21/2025	4/21/2025	$524.59	MISC CABLE TIES		$524.59			
							Due				
Voucher(s):	**1**					**Aged Totals:**	**$524.59**	**$524.59**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 5222 **Name:** JB'S WINDOW CLEANING **Class ID:** **FED TAX CLAS:** SOLE PROP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1983	INV	4/23/2025	4/23/2025	$650.00	WINDOW CLEANING @ LIBRA		$650.00			
							Due				
Voucher(s):	**1**					**Aged Totals:**	**$650.00**	**$650.00**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 293 **Name:** JEROMES DISTRIBUTING INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2058480	INV	4/24/2025	4/24/2025	$90.00	10 KNADIYOHI 5 GAL DRINKIN		$90.00			
							Due				
Voucher(s):	**1**					**Aged Totals:**	**$90.00**	**$90.00**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 294 **Name:** JOB SERVICE NORTH DAKOTA **Class ID:** **FED TAX CLAS:** GOV AGENCY

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	452023XC00722 0416:	INV	4/16/2025	4/16/2025	$374.56	BURICH GARNISHMENT		$374.56			
							Due				
Voucher(s):	**1**					**Aged Totals:**	**$374.56**	**$374.56**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 3112 **Name:** JUST-IN GLASS **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	27007	INV	4/24/2025	4/24/2025	$50.00	WINDSHIELD REPAIR		$50.00			
							Due				
Voucher(s):	**1**					**Aged Totals:**	**$50.00**	**$50.00**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 3246 **Name:** KADRMAS, JOMARIE **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	04-30-25 MEETING	INV	4/30/2025	4/30/2025	$100.00	FINANCE COMMITTEE MEETIN		$100.00			
							Due				
Voucher(s):	**1**					**Aged Totals:**	**$100.00**	**$100.00**	**$0.00**	**$0.00**	**$0.00**

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City of Dickinson

Vendor ID: 4955 **Name:** KILWEIN RYAN/RLK ENTERPRISE **Class ID:** 1099 **FED TAX CLAS:** MISC

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	3160	INV	3/7/2025	3/7/2025	$2,945.00	REMOVE CARPET, PAINT FLO		$2,945.00			
							Due				
Voucher(s): 1						Aged Totals:	$2,945.00	$2,945.00	$0.00	$0.00	$0.00

Vendor ID: 5921 **Name:** KIMMERLE, TIFFANY **Class ID:** **FED TAX CLAS:** EMPLOYEE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	TK 042925	INV	4/29/2025	4/29/2025	$258.40	EMPLOYEE EXP-T KIMMERLE		$258.40			
							Due				
Voucher(s): 1						Aged Totals:	$258.40	$258.40	$0.00	$0.00	$0.00

Vendor ID: 9851 **Name:** KLAMAN, BAILEY **Class ID:** **FED TAX CLAS:** EMPLOYEE REIMBURSE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	BK 041025	INV	4/10/2025	4/10/2025	$101.00	EMPLOYEE EXP-BAILEY KLAM		$101.00			
							Due				
Voucher(s): 1						Aged Totals:	$101.00	$101.00	$0.00	$0.00	$0.00

Vendor ID: 301 **Name:** KLJ ENGINEERING LLC **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	10220128	INV	1/15/2025	1/15/2025	$5,980.50	202401 2024 ROAD MAINTENA				$5,980.50	
							Due				
Voucher(s): 1						Aged Totals:	$5,980.50	$0.00	$0.00	$5,980.50	$0.00

Vendor ID: 321 **Name:** KOLLING & KOLLING INC **Class ID:** 1099 **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	015339	INV	4/24/2025	4/24/2025	$837.00	MEDICATION ROOM LOCKSET		$837.00			
							Due				
Voucher(s): 1						Aged Totals:	$837.00	$837.00	$0.00	$0.00	$0.00

Vendor ID: 6101 **Name:** LANGUAGE LINK **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	297347	INV	4/1/2025	4/1/2025	$61.04	INTERORETER FOR MUNIC C(		$61.04			
							Due				
Voucher(s): 1						Aged Totals:	$61.04	$61.04	$0.00	$0.00	$0.00

Vendor ID: 3474 **Name:** LEARNING OPPORTUNITIES **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	259001	INV	4/15/2025	4/15/2025	$207.41	DIP CH		$207.41			
							Due				
Voucher(s): 1						Aged Totals:	$207.41	$207.41	$0.00	$0.00	

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City of Dickinson

Vendor ID: 4573 **Name:** LEGLER, MIKE **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	ML 042525	INV	4/25/2025	4/25/2025	$247.00	EMPLOYEE EXP-MIKE LEGLEF		$247.00			
							Due				
Voucher(s): 1						Aged Totals:	$247.00	$247.00	$0.00	$0.00	$0.00

Vendor ID: 6132 **Name:** LIBERTY DOORS, LLC **Class ID:** 1099 **FED TAX CLAS:** LLC

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	10322	INV	3/6/2025	3/6/2025	$454.00	TAKE DOWN SPRING, REMOU		$454.00			
	10323	INV	3/6/2025	3/6/2025	$248.00	SERVICE CALL TO (2) OVERHI		$248.00			
							Due				
Voucher(s): 2						Aged Totals:	$702.00	$702.00	$0.00	$0.00	$0.00

Vendor ID: 9510 **Name:** LINDE GAS & EQUIPMENT INC **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	48982339	INV	3/31/2025	3/31/2025	$159.07	WIRE, STARGOLD		$159.07			
	49055786	INV	4/5/2025	4/5/2025	$99.47	OXYGEN, CYLINDER CAP		$99.47			
							Due				
Voucher(s): 2						Aged Totals:	$258.54	$258.54	$0.00	$0.00	$0.00

Vendor ID: 3394 **Name:** LOCATORS & SUPPLIES, INC. **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	0319878-IN	INV	4/10/2025	4/10/2025	$2,691.82	MISC MARKING PAINT		$2,691.82			
							Due				
Voucher(s): 1						Aged Totals:	$2,691.82	$2,691.82	$0.00	$0.00	$0.00

Vendor ID: 1218 **Name:** LOGO MAGIC INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	151051	INV	4/7/2025	4/7/2025	$800.00	25 EA CAPS, RECYCLE LOGO		$800.00			
	151135	INV	4/9/2025	4/9/2025	$123.00	3 HEATED VESTS		$123.00			
	151220	INV	4/14/2025	4/14/2025	$190.00	CLOTHING ORDERED-B STEC		$190.00			
	151284	INV	4/15/2025	4/15/2025	$126.00	CLOTHING ORDERED-A SENN		$126.00			
	151415	INV	4/22/2025	4/22/2025	$236.00	CLOTHING ORDERED- D LOCH		$236.00			
	151422	INV	4/22/2025	4/22/2025	$274.00	CLOTHING ORDERED-D MCCA		$274.00			
							Due				
Voucher(s): 6						Aged Totals:	$1,749.00	$1,749.00	$0.00	$0.00	$0.00

Vendor ID: 9905 **Name:** M-B COMPANIES INC **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and

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	292663	INV	4/2/2025	4/2/2025	$2,643.33	DISPLAY UNIT PRE ASSEMBLI		$2,643.33				
								Due				
Voucher(s):	1					Aged Totals:		$2,643.33	$2,643.33	$0.00	$0.00	$0.00
Vendor ID:	6192			**Name:**	MAC'S HARDWARE		**Class ID:**			**FED TAX CLAS:**	C CORP	
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	825757/D	INV	4/15/2025	4/15/2025	$6.80	8 BULK FASTENERS		$6.80				
	825830/D	INV	4/21/2025	4/21/2025	$73.95	ALKIN BATTERY, SPRY PAINT		$73.95				
	825878/D	INV	4/24/2025	4/24/2025	$112.97	BOLTS, NUTS, WASHERS		$112.97				
								Due				
Voucher(s):	3					Aged Totals:		$193.72	$193.72	$0.00	$0.00	$0.00
Vendor ID:	5633			**Name:**	MAGSTADT, LEE		**Class ID:**			**FED TAX CLAS:**	EMPLOYEE	
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	LM 041025	INV	4/10/2025	4/10/2025	$92.00	EMPLOYEE EXP-LEE MAGSTA		$92.00				
								Due				
Voucher(s):	1					Aged Totals:		$92.00	$92.00	$0.00	$0.00	$0.00
Vendor ID:	5715			**Name:**	MARTIN'S WELDING & REFRIGERATION INC		**Class ID:**			**FED TAX CLAS:**	S CORP	
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	10897	INV	4/9/2025	4/9/2025	$615.00	RECOVERED 41 SYSTEMS/BA		$615.00				
								Due				
Voucher(s):	1					Aged Totals:		$615.00	$615.00	$0.00	$0.00	$0.00
Vendor ID:	9982			**Name:**	MASTER MEDICAL EQUIPMENT, LLC		**Class ID:**			**FED TAX CLAS:**	LLC-P	
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	3090118	INV	4/4/2025	4/4/2025	$14,028.89	HAMILTON T1 VENTILATOR R		$14,028.89				
								Due				
Voucher(s):	1					Aged Totals:		$14,028.89	$14,028.89	$0.00	$0.00	$0.00
Vendor ID:	5832			**Name:**	MATTHEW BENDER & CO INC.		**Class ID:**			**FED TAX CLAS:**	C CORP	
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	5399110001 033125	INV	3/31/2025	3/31/2025	$32.43	ND CRT RULES ANNO		$32.43				
								Due				
Voucher(s):	1					Aged Totals:		$32.43	$32.43	$0.00	$0.00	$0.00
Vendor ID:	9669			**Name:**	MCCABE DAN		**Class ID:**			**FED TAX CLAS:**	EMPLOYEE REIMBURSE	
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	DM 040925	INV	4/9/2025	4/9/2025	$92.00	EMPLOYEE EXP-DAN MCCABI		$92.00				
								Due				
Voucher(s):	1					Aged Totals:		$92.00	$92.00	$0.00	$0.00	

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Vendor ID: 6396 **Name:** McGOVERN IAN **Class ID:** **FED TAX CLAS:** EMPLOY

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	IM 04282025	INV	4/28/2025	4/28/2025	$223.00	EMPLOYEE EXP-IAN MCGOVE		$223.00			
	IM 042825	INV	4/28/2025	4/28/2025	$104.00	EMPLOYEE EXP-IAN MCGOVE		$104.00			
Voucher(s):	**2**				**Aged Totals:**		**Due** **$327.00**	**$327.00**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 4828 **Name:** MENARDS **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	63956	CRM	4/16/2025		($15.70)	RETURN 10 TIP RUBBERS		($15.70)			
	64180	CRM	4/22/2025		($155.52)	RETURN 4" LED 5 CCT WRF		($155.52)			
	64185	CRM	4/22/2025		($227.08)	RETURN 6" 1200LS DR CNLS		($227.08)			
	63577	INV	4/7/2025	4/7/2025	$71.89	COMPOUND, CLEANING TOW		$71.89			
	63725	INV	4/11/2025	4/11/2025	$154.95	WALL/FLOOR HOSE REEL, NC		$154.95			
	63729	INV	4/11/2025	4/11/2025	$24.27	GD INT PAINT FLAT, ROLLER I		$24.27			
	63886	INV	4/15/2025	4/15/2025	$39.94	3.5 X 15X32' KRAFT -PICK (2)		$39.94			
	63948	INV	4/16/2025	4/16/2025	$131.26	SPRAYWAY GLASS CLNR, WI		$131.26			
	63949	INV	4/16/2025	4/16/2025	$18.56	2" PVC BOX ADAPTER, CONDI		$18.56			
	63955	INV	4/16/2025	4/16/2025	$255.68	ALUMINUM PROJECT STEP, T		$255.68			
	63957	INV	4/16/2025	4/16/2025	$30.87	TIP PLASTIC 1" BLACK W/FLT		$30.87			
	63980	INV	4/17/2025	4/17/2025	$131.09	LARGE BOX, CHIPPING HAMM		$131.09			
	64158	INV	4/21/2025	4/21/2025	$260.23	4" LED, RED WINGGARD, CUR		$260.23			
	64182	INV	4/22/2025	4/22/2025	$707.29	HOLE SAW ARBOR, PAPER JC		$707.29			
	64186	INV	4/22/2025	4/22/2025	$169.98	2 6" LED 5CCT WR 980 6P		$169.98			
	64233	INV	4/23/2025	4/23/2025	$48.24	ALL PURPOSE PAIL,GRN, SCF		$48.24			
	64263	INV	4/24/2025	4/24/2025	$17.96	4 5' LIGHT DUTY U POSTS		$17.96			
	64270	INV	4/24/2025	4/24/2025	$40.93	INT PAINT, BRUSH, HANDY PA		$40.93			
	64282	INV	4/24/2025	4/24/2025	$99.12	ZINC POLEBARN SCR, SIMPLE		$99.12			
	64286	INV	4/24/2025	4/24/2025	$60.93	100W ROUGH SERVICE LED		$60.93			
	64315	INV	4/25/2025	4/25/2025	$59.71	FLEA TAPE, FLEX SEAL SPRA		$59.71			
	64428	INV	4/28/2025	4/28/2025	$127.96	84 GLACIERMIST SPRING WA		$127.96			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	64433	INV	4/28/2025	4/28/2025	$111.30	CLOREX, TIDE, FABULOSO CL		$111.30			
	64443	INV	4/28/2025	4/28/2025	$186.17	PIN PUNCH, ALUM FLAT, BATT		$186.17			
							Due				
Voucher(s):	24					Aged Totals:	$2,350.03	$2,350.03	$0.00	$0.00	$0.00

Vendor ID: 6400 **Name:** MIDCONTINENT COMMUNICATIONS **Class ID:** 1099 **FED TAX CLAS:** PARTNERSHIP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	22239950114682	INV	4/20/2025	4/20/2025	$224.78	MIDCO BUSINESS INTERNET.		$224.78			
							Due				
Voucher(s):	1					Aged Totals:	$224.78	$224.78	$0.00	$0.00	$0.00

Vendor ID: 6538 **Name:** MIDLAND DIESEL SERVICE **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	FAR-5003386	INV	4/17/2025	4/17/2025	$230.49	CONNECTION COVER, SEAL F		$230.49			
							Due				
Voucher(s):	1					Aged Totals:	$230.49	$230.49	$0.00	$0.00	$0.00

Vendor ID: 370 **Name:** MIDWEST DOORS INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	97867	INV	3/3/2025	3/3/2025	$97.63	2"X4" NYLON ROLLER		$97.63			
							Due				
Voucher(s):	1					Aged Totals:	$97.63	$97.63	$0.00	$0.00	$0.00

Vendor ID: 5645 **Name:** MIDWEST LABORATORIES, INC **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1228832	INV	4/2/2025	4/2/2025	$988.56	CHEMICALS		$988.56			
							Due				
Voucher(s):	1					Aged Totals:	$988.56	$988.56	$0.00	$0.00	$0.00

Vendor ID: 1732 **Name:** MIDWEST TAPE **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	507011173	INV	4/11/2025	4/11/2025	$180.68	DIP AV		$180.68			
	507011174	INV	4/11/2025	4/11/2025	$162.70	DIP CH AV		$162.70			
	507011175	INV	4/11/2025	4/11/2025	$82.46	BC AV		$82.46			
	507042905	INV	4/16/2025	4/16/2025	$29.99	DIP AV		$29.99			
	507042907	INV	4/16/2025	4/16/2025	$51.73	BC AV		$51.73			
							Due				
Voucher(s):	5					Aged Totals:	$507.56	$507.56	$0.00	$0.00	$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Vendor ID: 984 **Name:** MINNESOTA VALLEY TESTING LAB INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1299400	INV	4/3/2025	4/3/2025	$114.81	CHEMICALS		$114.81			
	1299671	INV	4/4/2025	4/4/2025	$56.75	CHEMICALS		$56.75			
	1299803	INV	4/7/2025	4/7/2025	$271.42	CHEMICALS		$271.42			
	1300288	INV	4/9/2025	4/9/2025	$114.81	CHEMICALS		$114.81			
	1300292	INV	4/9/2025	4/9/2025	$311.92	CHEMICALS		$311.92			
	1300296	INV	4/9/2025	4/9/2025	$155.31	CHEMICALS		$155.31			
	1300524	INV	4/10/2025	4/10/2025	$56.75	CHEMICALS		$56.75			
	1301353	INV	4/16/2025	4/16/2025	$311.92	CHEMICALS		$311.92			
	1301360	INV	4/16/2025	4/16/2025	$155.31	CHEMICALS		$155.31			
	1301361	INV	4/16/2025	4/16/2025	$56.75	CHEMICALS		$56.75			
							Due				
Voucher(s): 10						**Aged Totals:**	**$1,605.75**	**$1,605.75**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 380 **Name:** MONTANA-DAKOTA UTILITY **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	365 814 2853 3	INV	4/9/2025	4/9/2025	$829.78	11470 HIGHWAY 10		$829.78			
	14982210008 041425	INV	4/14/2025	4/14/2025	$972.10	615 W BROADWAY ST WHITE		$972.10			
	17324462112 041625	INV	4/16/2025	4/16/2025	$1.08	128 1/2 1ST ST W CHRISTMAS		$1.08			
	71736003253 041625	INV	4/16/2025	4/16/2025	$81.58	3411 PUBLIC WORKS BLVD BF		$81.58			
	04982210009 041725	INV	4/17/2025	4/17/2025	$17,309.00	1075 SIMS ST STREET LIGHTS		$17,309.00			
	069 243 1000 3	INV	4/17/2025	4/17/2025	$123.54	229 E MUSEUM DR POST PAR		$123.54			
	45019232672 1124	INV	4/17/2025	4/17/2025	$64.94	2004 1/2 YELLOWSTONE CIR		$64.94			
	529 279 6569 0	INV	4/17/2025	4/17/2025	$79.33	2115 10TH AVE W		$79.33			
	198 874 5490 8	INV	4/22/2025	4/22/2025	$89.53	2884 FAIRWAY ST		$89.53			
	256 583 1000 5	INV	4/22/2025	4/22/2025	$107.91	2601 STATE BL		$107.91			
	260 043 1000 4	INV	4/22/2025	4/22/2025	$43.39	2006 FAIRWAY ST		$43.39			
	597 333 1000 3	INV	4/22/2025	4/22/2025	$135.13	2001 FAIRWAY ST REC CENTE		$135.13			
	61946591668 042225	INV	4/22/2025	4/22/2025	$163.24	801 STATE AV		$163.24			
	640 322 1000 3	INV	4/22/2025	4/22/2025	$66.59	W VILLARD ST STOP LIGHTS S		$66.59			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	755 153 1000 3	INV	4/22/2025	4/22/2025	$164.45	2171 EMPIRE DR		$164.45				
	755 573 1000 2	INV	4/22/2025	4/22/2025	$171.89	2433 1/2 4TH ST W		$171.89				
	802 463 1000 9	INV	4/22/2025	4/22/2025	$363.82	2693 FAIRWAY ST		$363.82				
	855 153 1000 2	INV	4/22/2025	4/22/2025	$128.73	451 23RD AVE E		$128.73				

			Due				
Voucher(s):	18	Aged Totals:	$20,896.03	$20,896.03	$0.00	$0.00	$0.00

Vendor ID: 1229 **Name:** NCRAAO **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	D KIRSCHENHEITER	INV	4/15/2025	4/15/2025	$325.00	2025 NCRAAO CONF REGISTF		$325.00			

			Due				
Voucher(s):	1	Aged Totals:	$325.00	$325.00	$0.00	$0.00	$0.00

Vendor ID: 4250 **Name:** ND 911 ASSOCIATION **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	E OKERSON 04/2025	INV	4/28/2025	4/28/2025	$100.00	OKERSON 2025 MEMBERSHIP		$100.00			

			Due				
Voucher(s):	1	Aged Totals:	$100.00	$100.00	$0.00	$0.00	$0.00

Vendor ID: 4901 **Name:** ND COMMUNITY CORRECTIONS ASSOC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	CRASVY INS -10 2025	INV	4/29/2025	4/29/2025	$95.00	VIS INSURANCE PLICY RENEV		$95.00			
	J FRIDRICH 2025	INV	4/29/2025	4/29/2025	$200.00	ECLIPTIC & NDCCA -J FRIDRIC		$200.00			

			Due				
Voucher(s):	2	Aged Totals:	$295.00	$295.00	$0.00	$0.00	$0.00

Vendor ID: 2008 **Name:** ND ONE CALL INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	5034110	INV	3/31/2025	3/31/2025	$184.00	REG, VOICE CALL OUTS		$184.00			

			Due				
Voucher(s):	1	Aged Totals:	$184.00	$184.00	$0.00	$0.00	$0.00

Vendor ID: 441 **Name:** ND SURPLUS PROPERTY **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	164545/33985	INV	4/10/2025	4/10/2025	$220.00	44 CONCRETE BARRIERS		$220.00			

			Due				
Voucher(s):	1	Aged Totals:	$220.00	$220.00	$0.00	$0.00	$0.00

Vendor ID: 9980 **Name:** NEFF, DEANNA **Class ID:** 1099 **FED TAX CLAS:** INDIVIDUAL

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and
	PYMT VOUCHER 7	INV	4/23/2025	4/23/2025	$814.00	RANGE OF WORK 040925-042		$814.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

							Due			
Voucher(s):	1				Aged Totals:		$814.00	$814.00	$0.00	$0.00	$0.00

Vendor ID: 405 **Name:** NEWBY'S ACE HARDWARE **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	398280/1	INV	3/27/2025	3/27/2025	$23.99	STIHL HP ULTRA 5.2 OZ		$23.99			
	K98652/1	INV	4/14/2025	4/14/2025	$14.19	HOSE ADPTR, COUPLE, BUSH		$14.19			
	398680/1	INV	4/15/2025	4/15/2025	$107.99	RAPID GRASS SUN/SHD		$107.99			
	398686/1	INV	4/15/2025	4/15/2025	$269.99	RCPRTING SAW CRDLS		$269.99			
	398745/1	INV	4/17/2025	4/17/2025	$28.58	DAWN ULTRA ORIG, FASTENE		$28.58			
	398785/1	INV	4/21/2025	4/21/2025	$7.19	PIPE JOINT COMPOUND 4 OZ		$7.19			
	398810/1	INV	4/22/2025	4/22/2025	$49.98	CIRC SAW BLADE CHISEL		$49.98			
	398844/1	INV	4/23/2025	4/23/2025	$15.37	HINGE T HD 8"ZN, TARP STRA		$15.37			
	398869/1	INV	4/23/2025	4/23/2025	$54.99	FASTENER BY UNIT		$54.99			

							Due			
Voucher(s):	9				Aged Totals:		$572.27	$572.27	$0.00	$0.00	$0.00

Vendor ID: 406 **Name:** NEWMAN SIGNS INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	TRFINV060120	INV	4/22/2025	4/22/2025	$313.93	MISC SIGNS FOR CITY OF DIC		$313.93			

							Due			
Voucher(s):	1				Aged Totals:		$313.93	$313.93	$0.00	$0.00	$0.00

Vendor ID: 5623 **Name:** NORMONT EQUIPMENT CO. **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	33668	INV	4/24/2025	4/24/2025	$167.00	LIFT TOOL		$167.00			

							Due			
Voucher(s):	1				Aged Totals:		$167.00	$167.00	$0.00	$0.00	$0.00

Vendor ID: 435 **Name:** NORTHERN IMPROVEMENT CO(DIX) **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	B 34089	INV	3/31/2025	3/31/2025	$572.00	OMEGAMIX 1 TON TOTE		$572.00			

							Due			
Voucher(s):	1				Aged Totals:		$572.00	$572.00	$0.00	$0.00	$0.00

Vendor ID: 437 **Name:** NORTHWEST TIRE INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2287077	INV	4/10/2025	4/10/2025	$857.95	INSTALL X4 TIRES		$857.95			

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City of Dickinson

						Due				
Voucher(s):	1				Aged Totals:	$857.95	$857.95	$0.00	$0.00	$0.00

Vendor ID: 9970 **Name:** OK TIRE STORE INC **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	24-1410	INV	3/19/2025	3/19/2025	$35.00	FLAT REPAIR		$35.00			
	24-1966	INV	4/22/2025	4/22/2025	$35.00	FLAT REPAIR B65		$35.00			
	24-1995	INV	4/23/2025	4/23/2025	$35.00	FLAT REPAIR		$35.00			
	24-2031	INV	4/24/2025	4/24/2025	$35.00	FLAT REPAIR R-45		$35.00			

						Due				
Voucher(s):	4				Aged Totals:	$140.00	$140.00	$0.00	$0.00	$0.00

Vendor ID: 5965 **Name:** PARADISE DRY CLEANERS, LLC **Class ID:** 1099 **FED TAX CLAS:** LLC-P

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	58441	INV	4/10/2025	4/10/2025	$18.75	CLEANING OF CLOTHING -PD		$18.75			

						Due				
Voucher(s):	1				Aged Totals:	$18.75	$18.75	$0.00	$0.00	$0.00

Vendor ID: 9655 **Name:** PATRIOT FIRE & SAFETY **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	3113	INV	4/9/2025	4/9/2025	$652.45	ESP PRIMER SYS KIT, SHIFT		$652.45			

						Due				
Voucher(s):	1				Aged Totals:	$652.45	$652.45	$0.00	$0.00	$0.00

Vendor ID: 2159 **Name:** PENWORTHY COMPANY **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	0607245	INV	4/9/2025	4/9/2025	$640.69	BCSD		$640.69			

						Due				
Voucher(s):	1				Aged Totals:	$640.69	$640.69	$0.00	$0.00	$0.00

Vendor ID: 5992 **Name:** PETERS, TAYLOR **Class ID:** **FED TAX CLAS:** EMPLOYEE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	TP 042925	INV	4/29/2025	4/29/2025	$258.40	EMPLOYEE EXP-TAYLOR PET		$258.40			

						Due				
Voucher(s):	1				Aged Totals:	$258.40	$258.40	$0.00	$0.00	$0.00

Vendor ID: 3491 **Name:** PRAIRIE AUTO PARTS INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	056487	CRM	3/28/2025		($311.99)	RETURN RADIATOR		($311.99)			
	057671	INV	4/7/2025	4/7/2025	$5,000.00	72 IN BTTM CHEST BLUE TOO		$5,000.00			
	058020	INV	4/9/2025	4/9/2025	$8.90	10 O RINGS UNIVERSAL		$8.90			

Section 2. Item C.

	058051	INV	4/9/2025	4/9/2025	$16.98	2 POLISHING BONNET		$16.98			
	058100	INV	4/9/2025	4/9/2025	$17.99	LIFTS		$17.99			
	058124	INV	4/9/2025	4/9/2025	$25.96	2 ASTRO RUBBER ERASERS		$25.96			
	058366	INV	4/11/2025	4/11/2025	$233.98	48MM 12P COM WREN, SOCKI		$233.98			
	058744	INV	4/14/2025	4/14/2025	$65.89	AIR FILTER		$65.89			
	059114	INV	4/16/2025	4/16/2025	$1.99	SHOP TOOL		$1.99			
	059567	INV	4/21/2025	4/21/2025	$18.49	PX COPPER ANTISEIZE L		$18.49			
	060106	INV	4/23/2025	4/23/2025	$1.99	WING NUTS		$1.99			

			Due				
Voucher(s): 11	Aged Totals:	$5,080.18	$5,080.18	$0.00	$0.00	$0.00

Vendor ID: 466 **Name:** PUMP SYSTEMS LLC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	00415611	INV	4/4/2025	4/4/2025	$12.03	GASKET 2" BUNA QC		$12.03			
	00415928	INV	4/14/2025	4/14/2025	$28.26	MALE ADPT, POLY		$28.26			

			Due				
Voucher(s): 2	Aged Totals:	$40.29	$40.29	$0.00	$0.00	$0.00

Vendor ID: 469 **Name:** QUALITY QUICK PRINT INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	PC-24627	INV	4/4/2025	4/4/2025	$60.00	3 ACCOUNTABLITY TAGS		$60.00			
	PC-24762	INV	4/7/2025	4/7/2025	$49.00	250 BUSINESS CARDS-V BAGI		$49.00			
	PC-24800	INV	4/8/2025	4/8/2025	$195.00	3X5 FLAG		$195.00			
	PC-24575	INV	4/14/2025	4/14/2025	$450.00	8 2025 BUDGET PLAN		$450.00			
	PC-24820	INV	4/15/2025	4/15/2025	$1,625.00	5K RACK CARDS		$1,625.00			
	PC-25007	INV	4/17/2025	4/17/2025	$35.00	100 SAFETY CHECKLIST		$35.00			
	PC-24835	INV	4/18/2025	4/18/2025	$890.00	500 3/4 DYE SUBLIM -LANYARI		$890.00			
	PC-25141	INV	4/24/2025	4/24/2025	$79.00	250 BUSINESS CARDS-AMY BI		$79.00			
	PC-25252	INV	4/30/2025	4/30/2025	$147.00	B CARDS, SKLUZACEK, MELC		$147.00			

			Due				
Voucher(s): 9	Aged Totals:	$3,530.00	$3,530.00	$0.00	$0.00	$0.00

Vendor ID: 5444 **Name:** QUALITY XTERMINATORS **Class ID:** 1099 **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and

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City of Dickinson

	16901	INV	4/3/2025	4/3/2025	$80.00	MOUSE BAITING		$80.00				
							Due					
Voucher(s):	1					Aged Totals:	$80.00	$80.00	$0.00	$0.00	$0.00	

Vendor ID: 2433 **Name:** RADISSON HOTEL BISMARCK **Class ID:** **FED TAX CLAS:** LLC-P

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	12341	INV	4/2/2025	4/2/2025	$205.00	GUEST SERVICES-AVERY DU		$205.00			
	12341 B KLAMAN	INV	4/2/2025	4/2/2025	$205.00	GUEST SERVICES-BAILEY KL		$205.00			
	12341 S HANSON	INV	4/2/2025	4/2/2025	$205.00	GUEST SERVICES-STEVE HA		$205.00			
	12341 Y HEREDIA	INV	4/2/2025	4/2/2025	$205.00	GUEST SERVICES-YEOL HERI		$205.00			
	12598	INV	4/7/2025	4/7/2025	$205.00	GUEST SERVICES-DAN MCCA		$205.00			
	12598 T THIELAN	INV	4/9/2025	4/9/2025	$205.00	GUEST SERVICES-T THIELAN		$205.00			
	12598 L MAGSTADT	INV	4/9/2025	4/9/2025	$205.00	GUEST SERVICES-LEE MAGS		$205.00			
	575798	INV	4/28/2025	4/28/2025	$205.00	GUEST SERVICES-BRETT KEI		$205.00			
	575799	INV	4/28/2025	4/28/2025	$205.00	GUEST SERVICES-DILLON RE		$205.00			
							Due				
Voucher(s):	9					Aged Totals:	$1,845.00	$1,845.00	$0.00	$0.00	$0.00

Vendor ID: 6519 **Name:** RCN TECHNOLOGIES **Class ID:** 1099 **FED TAX CLAS:** LLC-P

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	INV-161846369	INV	4/22/2025	4/22/2025	$9,040.96	1 YR NETCLOUD, SHKFIN KIT		$9,040.96			
							Due				
Voucher(s):	1					Aged Totals:	$9,040.96	$9,040.96	$0.00	$0.00	$0.00

Vendor ID: 6434 **Name:** REINER DILLON **Class ID:** **FED TAX CLAS:** EMPLOYEE REIMBURSE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	DR 043025	INV	4/30/2025	4/30/2025	$107.00	EMPLOYEE EXP-DILLON REIN		$107.00			
							Due				
Voucher(s):	1					Aged Totals:	$107.00	$107.00	$0.00	$0.00	$0.00

Vendor ID: 6524 **Name:** RHODE SARA **Class ID:** **FED TAX CLAS:** EMPLOYEE REIMBURSE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	SR 041425	INV	4/14/2025	4/14/2025	$104.00	EMPLOYEE EXP-SARA RHODE		$104.00			
	SR 042825	INV	4/28/2025	4/28/2025	$223.00	EMPLOYEE EXP-SARA RHODE		$223.00			
							Due				
Voucher(s):	2					Aged Totals:	$327.00	$327.00	$0.00	$0.00	$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Vendor ID: 1892 **Name:** RIGGING & TOOLS INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	25-2969	INV	4/25/2025	4/25/2025	$239.70	MASTERLINK, SLEEVES, WIRE		$239.70			
							Due				
Voucher(s): 1						Aged Totals:	$239.70	$239.70	$0.00	$0.00	$0.00

Vendor ID: 9694 **Name:** RMB ENVIROMENTAL LABS, INC **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	M2500033	INV	2/12/2025	2/12/2025	$3,360.00	WHOLE EFFUENT TOXICITY T			$3,360.00		
							Due				
Voucher(s): 1						Aged Totals:	$3,360.00	$0.00	$3,360.00	$0.00	$0.00

Vendor ID: 4672 **Name:** ROUGHRIDER COMMISSION **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	04282025	INV	4/28/2025	4/28/2025	$150.00	SCHEDULE OF EVENTS@ LEC		$150.00			
							Due				
Voucher(s): 1						Aged Totals:	$150.00	$150.00	$0.00	$0.00	$0.00

Vendor ID: 497 **Name:** RUDY'S LOCK & KEY LLC **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1236	INV	4/9/2025	4/9/2025	$240.00	12 PADLOCKS		$240.00			
	1246	INV	4/14/2025	4/14/2025	$7.50	3 KEY CUT-LIFT 12 GENERAT(		$7.50			
							Due				
Voucher(s): 2						Aged Totals:	$247.50	$247.50	$0.00	$0.00	$0.00

Vendor ID: 42 **Name:** RUNNINGS SUPPLY INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	8220083	INV	4/2/2025	4/2/2025	$143.74	12 BRAKLEEN CLEANER, WD-		$143.74			
	8220151	INV	4/2/2025	4/2/2025	$14.79	WIRE STRIPPER DELUXE		$14.79			
	8220659	INV	4/3/2025	4/3/2025	$29.77	DUCT TAPE, EXTENSION POL		$29.77			
	8221210	INV	4/4/2025	4/4/2025	$99.90	OIL ABSORBENT 25#		$99.90			
	8223531	INV	4/7/2025	4/7/2025	$27.96	PAINT PEN WHITE GLOSS, FL		$27.96			
	8225092	INV	4/9/2025	4/9/2025	$77.37	KNIFE RETRACTABLE, TORCH		$77.37			
	8225437	INV	4/9/2025	4/9/2025	$42.97	SQUEEGEE 10", GOJO		$42.97			
	8225998	INV	4/10/2025	4/10/2025	$31.78	SQUEEGEE 10", 8", RAINSUIT,		$31.78			
	8226758	INV	4/11/2025	4/11/2025	$35.86	PTO LOCK PIN, GARAGE DOO		$35.86			
	8229990	INV	4/15/2025	4/15/2025	$19.98	NOZZLE BRASS 5" ADJ TWIST		$19.98			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	8230366	INV	4/15/2025	4/15/2025	$30.98	BATTERY D ALKALINE, PUMP		$30.98
	8230423	INV	4/15/2025	4/15/2025	$25.49	BLADE BAND SAW, HOE-PAIN		$25.49
	8234707	INV	4/21/2025	4/21/2025	$106.52	GLOVES, POCKET KNIFE, NOZ		$106.52
	8234882	INV	4/21/2025	4/21/2025	$57.15	CHIP BRUSH, PAINT BRUSHES		$57.15
	8235588	INV	4/22/2025	4/22/2025	$9.98	RAIN X 2 IN 1 CLEANER & REF		$9.98
	8235720	INV	4/22/2025	4/22/2025	$209.16	SPRING WATERS- 84		$209.16
	8236006	INV	4/23/2025	4/23/2025	$31.98	2 PR GLOVES		$31.98
	8236062	INV	4/23/2025	4/23/2025	$6.98	PTO LOCK PIN 3/8" BAG (2)		$6.98
	8237172	INV	4/24/2025	4/24/2025	$98.86	BALL MOUNT, RECEIVER PIN,		$98.86
	8237179	INV	4/24/2025	4/24/2025	$49.98	2 WESTERN FLANNEL SHIRTS		$49.98
	8240794	INV	4/28/2025	4/28/2025	$11.96	4 HANDLE AXE WEDGE PACK		$11.96
	8240809	INV	4/28/2025	4/28/2025	$79.98	2 RATCHET STRAPS 4 PK		$79.98

			Due				
Voucher(s):	**22**	**Aged Totals:**	**$1,243.14**	**$1,243.14**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 5910 **Name:** SANFORD HEALTH **Class ID:** 1099 **FED TAX CLAS:** 501 (C) (3)

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	CI-00026908	INV	3/31/2025	3/31/2025	$1,352.40	DIRECTORSHIP/R ZIMMERMAI		$1,352.40			

			Due				
Voucher(s):	**1**	**Aged Totals:**	**$1,352.40**	**$1,352.40**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 6535 **Name:** SCHAGUNN MATTHEW **Class ID:** **FED TAX CLAS:** EMPLOYEE REIMBURSE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	MS 041525	INV	4/15/2025	4/15/2025	$108.00	EMPLOYEE EXP-M SCHAGUNI		$108.00			

			Due				
Voucher(s):	**1**	**Aged Totals:**	**$108.00**	**$108.00**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 641 **Name:** SCHMIDT REPAIR INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	10940	INV	2/19/2025	2/19/2025	$641.33	WORK DONE ON UNIT T2			$641.33		
	11006	INV	4/23/2025	4/23/2025	$2,641.55	WORK DONE ON UNIT #E1		$2,641.55			
	11007	INV	4/23/2025	4/23/2025	$225.00	REM PARTS RE-INSTALL FUE		$225.00			

			Due				
Voucher(s):	**3**	**Aged Totals:**	**$3,507.88**	**$2,866.55**	**$641.33**	**$0.00**	**$0.00**

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Vendor ID: 517 **Name:** SERVICE PRINTERS **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	70566	INV	3/31/2025	3/31/2025	$176.20	1K NO 10 REG ENVELOPES		$176.20			
							Due				
Voucher(s): 1						Aged Totals:	$176.20	$176.20	$0.00	$0.00	$0.00

Vendor ID: 6162 **Name:** SHRED ND LLC **Class ID:** 1099 **FED TAX CLAS:** LLC-SOLE PROP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	17908	INV	4/10/2025	4/10/2025	$53.75	165 GAL DEFENDER SERIES		$53.75			
							Due				
Voucher(s): 1						Aged Totals:	$53.75	$53.75	$0.00	$0.00	$0.00

Vendor ID: 2580 **Name:** SOUTHWEST GRAIN(BULK) **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	SX5-IE7087	INV	3/7/2025	3/7/2025	$2,653.20	728.90 GAL WINTERMASTER		$2,653.20			
	SX5-IE7115	INV	3/14/2025	3/14/2025	$1,554.28	427.00 GAL WINTERMASTER [		$1,554.28			
	SX9 IJ4641	INV	4/2/2025	4/2/2025	$174.00	40 MOLYPLEX 500+ GREASE 1		$174.00			
	SX9 IJ4870	INV	4/22/2025	4/22/2025	$1,550.00	40 32-10-10 50LB		$1,550.00			
							Due				
Voucher(s): 4						Aged Totals:	$5,931.48	$5,931.48	$0.00	$0.00	$0.00

Vendor ID: 1041 **Name:** SOUTHWEST WATER AUTHORITY **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	00608.00 033125	INV	3/31/2025	3/31/2025	$70.85	MONTHLY CONSUMPTION		$70.85			
	04923.00 033125	INV	3/31/2025	3/31/2025	$857.50	MONTHLY CONSUMPTION		$857.50			
	INV14001	INV	4/30/2025	4/30/2025	$405,602.66	MONTHLY BILLING		$405,602.66			
							Due				
Voucher(s): 3						Aged Totals:	$406,531.01	$406,531.01	$0.00	$0.00	$0.00

Vendor ID: 5631 **Name:** SPEE DEE DELIVERY SERVICE, INC **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1215447	INV	3/29/2025	3/29/2025	$51.21	STANDARD SHIPMENTS		$51.21			
	1223957	INV	4/5/2025	4/5/2025	$51.21	STANDARD SHIPPING		$51.21			
	1226757	INV	4/12/2025	4/12/2025	$47.94	STANDARD SHIPPING		$47.94			
	1229318	INV	4/19/2025	4/19/2025	$59.74	STANDARD SHIPMENT		$59.74			
							Due				
Voucher(s): 4						Aged Totals:	$210.10	$210.10	$0.00	$0.00	$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Vendor ID: 2232 **Name:** STARK COUNTY AUDITOR **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	250040	INV	4/2/2025	4/2/2025	$320.00	6 MONTH EDISPATCH SERVIC		$320.00			
							Due				
Voucher(s): 1						Aged Totals:	$320.00	$320.00	$0.00	$0.00	$0.00

Vendor ID: 543 **Name:** STEFFAN'S SAW & BIKE **Class ID:** 1099 **FED TAX CLAS:** SOLE PROP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	12839	INV	4/10/2025	4/10/2025	$827.97	FS251, 2 HARNESS		$827.97			
	14607	INV	4/16/2025	4/16/2025	$73.99	1 HARNESS		$73.99			
							Due				
Voucher(s): 2						Aged Totals:	$901.96	$901.96	$0.00	$0.00	$0.00

Vendor ID: 6088 **Name:** STONERIDGE SOFTWARE, LLC **Class ID:** **FED TAX CLAS:** LLC-S

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	PIV-000100326	INV	4/9/2025	4/9/2025	$587.50	SUPPORT ENGINEER		$587.50			
							Due				
Voucher(s): 1						Aged Totals:	$587.50	$587.50	$0.00	$0.00	$0.00

Vendor ID: 6338 **Name:** STRYKER SALES CORPORATION **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	9209010574	INV	4/15/2025	4/15/2025	$174.00	KIT, SINGLE ELECTRODE		$174.00			
	9209035135	INV	4/17/2025	4/17/2025	$2,100.00	KIT, REPLACEMENT BATTERY		$2,100.00			
							Due				
Voucher(s): 2						Aged Totals:	$2,274.00	$2,274.00	$0.00	$0.00	$0.00

Vendor ID: 537 **Name:** SW DISTRICT HEALTH UNIT/ MEDICAL **Class ID:** 1099 **FED TAX CLAS:** MEDICAL

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1740	INV	3/25/2025	3/25/2025	$124.00	IMMUNIZATION ADMIN, HEPA '		$124.00			
	WALGREENS 0425	INV	4/22/2025	4/22/2025	$707.28	WALGREENS OPIOID SETTLE		$707.28			
							Due				
Voucher(s): 2						Aged Totals:	$831.28	$831.28	$0.00	$0.00	$0.00

Vendor ID: 538 **Name:** SW DISTRICT HEALTH UNIT/ WATER SAMPLES **Class ID:** 1099 **FED TAX CLAS:** MEDICAL

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	007736	INV	3/26/2025	3/26/2025	$375.00	WATER ANALYSIS LAB SLIPS		$375.00			
	007803	INV	4/7/2025	4/7/2025	$375.00	WATER ANALYIS LAB SLIPS		$375.00			
							Due				
Voucher(s): 2						Aged Totals:	$750.00	$750.00	$0.00	$0.00	

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Vendor ID: 1884 **Name:** SW VICTIM WITNESS PROGRAM **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	042925	INV	4/29/2025	4/29/2025	$945.00	VICTIM WITNESS FEE		$945.00			
							Due				
Voucher(s): 1						Aged Totals:	$945.00	$945.00	$0.00	$0.00	$0.00

Vendor ID: 551 **Name:** SWANSTON EQUIPMENT **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	G06683	INV	4/14/2025	4/14/2025	$5,800.00	4 TOTES CRS-2 EMULSION		$5,800.00			
	P11831	INV	4/23/2025	4/23/2025	$596.10	FLEXIBLE COUPLES		$596.10			
							Due				
Voucher(s): 2						Aged Totals:	$6,396.10	$6,396.10	$0.00	$0.00	$0.00

Vendor ID: 646 **Name:** SWMCC-PRISONER HOUSING **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	11409	INV	3/31/2025	3/31/2025	$8,775.00	PRISONER HOUSING -MAR 20		$8,775.00			
							Due				
Voucher(s): 1						Aged Totals:	$8,775.00	$8,775.00	$0.00	$0.00	$0.00

Vendor ID: 1999 **Name:** TENNANT **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	92185693	INV	3/28/2025	3/28/2025	$136.06	INSPECTION, ADJUST ROTAT		$136.06			
	921241120	INV	4/22/2025	4/22/2025	$4,517.56	INSPECTION & SERVICE		$4,517.56			
							Due				
Voucher(s): 2						Aged Totals:	$4,653.62	$4,653.62	$0.00	$0.00	$0.00

Vendor ID: 9862 **Name:** THE PETTING ZOO, INC **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	I324347/S	INV	4/23/2025	4/23/2025	$1,053.00	GIFT SHOP STOCK		$1,053.00			
							Due				
Voucher(s): 1						Aged Totals:	$1,053.00	$1,053.00	$0.00	$0.00	$0.00

Vendor ID: 4870 **Name:** THIELEN, TRAVIS **Class ID:** **FED TAX CLAS:** EMPLOYEE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	TT 041025	INV	4/10/2025	4/10/2025	$92.00	EMPLOYEE EXP-TRAVIS THIE		$92.00			
							Due				
Voucher(s): 1						Aged Totals:	$92.00	$92.00	$0.00	$0.00	$0.00

Vendor ID: 9786 **Name:** THOMAS FATH **Class ID:** 1099 **FED TAX CLAS:** FINANCE COMMITTEE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and
	04-30-25 MEETING	INV	4/30/2025	4/30/2025	$100.00	FINANCE COMMITTE MEETINC		$100.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

							Due				
Voucher(s):	1					Aged Totals:	$100.00	$100.00	$0.00	$0.00	$0.00

Vendor ID: 3940 **Name:** TITAN MACHINERY **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	SO0166007-1	INV	4/14/2025	4/14/2025	$10,952.35	DOOR SEAL, FUEL WATER SE		$10,952.35			
	SO0195662-1	INV	4/14/2025	4/14/2025	$1,047.42	CEL CODES, WCE CREDIT W/		$1,047.42			
	PS0715135-1	INV	4/23/2025	4/23/2025	$204.00	2 CASES HM46 HYD OIL 5 GAL		$204.00			
							Due				
Voucher(s):	3					Aged Totals:	$12,203.77	$12,203.77	$0.00	$0.00	$0.00

Vendor ID: 562 **Name:** TMI STORAGE SYSTEMS CORP **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	19950	INV	4/16/2025	4/16/2025	$23,379.00	PRODUCT & INSTALLATION S/		$23,379.00			
							Due				
Voucher(s):	1					Aged Totals:	$23,379.00	$23,379.00	$0.00	$0.00	$0.00

Vendor ID: 3978 **Name:** TOTAL SAFETY US INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	7191129-0001	INV	4/10/2025	4/10/2025	$21.74	RESPIRATOR, PARTICULATE,		$21.74			
	7199908-0001	INV	4/23/2025	4/23/2025	$90.00	FIT TESTING, MEDICAL QUES'		$90.00			
	7199812-0001	INV	4/24/2025	4/24/2025	$25.00	TECHNICIAN REPAIR-R46		$25.00			
							Due				
Voucher(s):	3					Aged Totals:	$136.74	$136.74	$0.00	$0.00	$0.00

Vendor ID: 9806 **Name:** TYLER TECHNOLOGIES, INC **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	020-160280	INV	4/2/2025	4/2/2025	$122.34	PAYMENT PROCESSING SER\		$122.34			
							Due				
Voucher(s):	1					Aged Totals:	$122.34	$122.34	$0.00	$0.00	$0.00

Vendor ID: 3532 **Name:** USABLUEBOOK **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	INV00674114	INV	4/7/2025	4/7/2025	$216.68	1"X25' LEADER HOSE BLACK 3		$216.68			
							Due				
Voucher(s):	1					Aged Totals:	$216.68	$216.68	$0.00	$0.00	$0.00

Vendor ID: 4418 **Name:** VESTIS **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	255002786	CRM	1/1/2025		($141.83)	RETURN ON ACCOUNT		($141.83)			
	2550427557	INV	1/15/2025	1/15/2025	$39.93	MATS				$39.93	

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	2550440259	INV	2/12/2025	2/12/2025	$26.91	MATS		$26.91		
	2550457996	INV	3/26/2025	3/26/2025	$26.91	MATS	$26.91			
	2550460965	INV	4/2/2025	4/2/2025	$26.91	MATS	$26.91			
	2550460970	INV	4/2/2025	4/2/2025	$156.24	MATS	$156.24			
	2550463812	INV	4/9/2025	4/9/2025	$27.40	MATS	$27.40			
	2550463855	INV	4/9/2025	4/9/2025	$50.63	MATS	$50.63			
	2550463874	INV	4/9/2025	4/9/2025	$34.56	MATS	$34.56			
	2550463892	INV	4/9/2025	4/9/2025	$71.92	MATS	$71.92			
	2550463893	INV	4/9/2025	4/9/2025	$79.66	UNIFORM CLEANING	$79.66			
	2550463894	INV	4/9/2025	4/9/2025	$100.79	SOAP, GLOVES, MISC	$100.79			
	2550463895	INV	4/9/2025	4/9/2025	$39.93	MATS	$39.93			
	2550464688	INV	4/10/2025	4/10/2025	$19.55	MATS	$19.55			
	2550464715	INV	4/10/2025	4/10/2025	$64.61	MATS	$64.61			
	2550466892	INV	4/16/2025	4/16/2025	$26.91	MATS	$26.91			
	2550466896	INV	4/16/2025	4/16/2025	$79.66	UNIFORM CLEANING	$79.66			
	2550466897	INV	4/16/2025	4/16/2025	$156.24	MATS	$156.24			
	2550466898	INV	4/16/2025	4/16/2025	$39.93	MATS	$39.93			
	2550469401	INV	4/23/2025	4/23/2025	$71.92	MATS	$71.92			
	2550469406	INV	4/23/2025	4/23/2025	$79.66	UNIFORM CLEANING	$79.66			
	2550469425	INV	4/23/2025	4/23/2025	$39.93	MATS	$39.93			
	2550469515	INV	4/23/2025	4/23/2025	$50.63	MATS	$50.63			
	2550469588	INV	4/23/2025	4/23/2025	$27.40	MATS	$27.40			
	2550469654	INV	4/23/2025	4/23/2025	$34.56	MATS	$34.56			
	2550470557	INV	4/24/2025	4/24/2025	$64.61	MATS	$64.61			

			Due			
Voucher(s):	**26**	**Aged Totals:**	**$1,295.57**	**$1,228.73**	**$26.91**	**$39.93**	**$0.00**

Vendor ID: 588 **Name:** VIKING GLASS OF ND INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	23988	INV	4/14/2025	4/14/2025	$420.00	BRONZE DOOR CLOSURE		$420.00			
	23989	INV	4/15/2025	4/15/2025	$995.00	HES 310-2 24D 630 LATCH		$995.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

							Due				
Voucher(s):	2					Aged Totals:	$1,415.00	$1,415.00	$0.00	$0.00	$0.00
Vendor ID:	9697		**Name:**	VLCM			**Class ID:**		**FED TAX CLAS:**	LLC-S	
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	IN153986	INV	4/1/2025	4/1/2025	$358.76	STAR MICRONICS MAX CASH		$358.76			
							Due				
Voucher(s):	1					Aged Totals:	$358.76	$358.76	$0.00	$0.00	$0.00
Vendor ID:	6066		**Name:**	VOGEL LAW FIRM, LTD			**Class ID:**	1099	**FED TAX CLAS:**	ATTORNEY	
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	816203	INV	4/16/2025	4/16/2025	$680.00	PROFESSIONAL SERVICES-03		$680.00			
							Due				
Voucher(s):	1					Aged Totals:	$680.00	$680.00	$0.00	$0.00	$0.00
Vendor ID:	6532		**Name:**	WARNE CHEMICAL & EQUIPMENT CO			**Class ID:**		**FED TAX CLAS:**	S CORP	
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	001-53422	INV	4/15/2025	4/15/2025	$3,309.50	75 GAL 12 VOLT UTV SPRAYE		$3,309.50			
							Due				
Voucher(s):	1					Aged Totals:	$3,309.50	$3,309.50	$0.00	$0.00	$0.00
Vendor ID:	607		**Name:**	WEST DAKOTA OIL INC			**Class ID:**		**FED TAX CLAS:**		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	350567	INV	3/4/2025	3/4/2025	$537.00	300 GAL PROPANE		$537.00			
	42574	INV	4/9/2025	4/9/2025	$332.50	35 BLUE DEF 2.5 G JUGS		$332.50			
	351258	INV	4/16/2025	4/16/2025	$2,108.05	665 GAL LEAD FREE GAS		$2,108.05			
							Due				
Voucher(s):	3					Aged Totals:	$2,977.55	$2,977.55	$0.00	$0.00	$0.00
Vendor ID:	2632		**Name:**	WEST RIVER LODGE #5			**Class ID:**		**FED TAX CLAS:**		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	APR 2025	INV	4/21/2025	4/21/2025	$1,365.00	APR 2025 P/R WITHHOLDING		$1,365.00			
							Due				
Voucher(s):	1					Aged Totals:	$1,365.00	$1,365.00	$0.00	$0.00	$0.00
Vendor ID:	9842		**Name:**	WESTERN HOSE LLC			**Class ID:**	1099	**FED TAX CLAS:**	LLC	
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	INV-480	INV	4/8/2025	4/8/2025	$33.75	USED HOSE, CRIMP NOT REC		$33.75			
	INV-501	INV	4/14/2025	4/14/2025	$93.73	BW2312-12FJ, R16-12, HS-036		$93.73			
	INV-527	INV	4/24/2025	4/24/2025	$26.16	2 1404-1616		$26.16			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

			Due				
Voucher(s): 3	Aged Totals:	$153.64	$153.64	$0.00	$0.00	$0.00

Vendor ID: 4299 **Name:** WESTLIE TRUCK CENTER OF DICKINSON **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	629776	CRM	4/21/2025		($250.00)	2 CORE RETURNS		($250.00)			
	629520	INV	4/8/2025	4/8/2025	$984.38	NOX SENSOR, CORE EXCHAN		$984.38			
	431210	INV	4/10/2025	4/10/2025	$5,253.26	WORK DONE ON '23 FREIGHT		$5,253.26			
	431315	INV	4/21/2025	4/21/2025	$1,176.00	WORK DONE ON '17 FREIGHT		$1,176.00			

			Due				
Voucher(s): 4	Aged Totals:	$7,163.64	$7,163.64	$0.00	$0.00	$0.00

Vendor ID: 1595 **Name:** WHITE CAP, LP **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	50030902333	INV	4/9/2025	4/9/2025	$603.04	1 GAL BLUE SOLVENT BASE		$603.04			

			Due				
Voucher(s): 1	Aged Totals:	$603.04	$603.04	$0.00	$0.00	$0.00

Vendor ID: 6369 **Name:** WIDMER ROEL PC **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	358379	INV	3/31/2025	3/31/2025	$618.00	PROGRESS BILLING 2023 AUI		$618.00			

			Due				
Voucher(s): 1	Aged Totals:	$618.00	$618.00	$0.00	$0.00	$0.00

Vendor ID: 9849 **Name:** WILLIAM MORRIS ENDEAVOR ENTERTAINMENT, **Class ID:** **FED TAX CLAS:** LLC-P

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	073125 EVENT	INV	4/23/2025	4/23/2025	$2,000.00	DEPOSIT DOWN PAYMENT 07		$2,000.00			
	DN PYMT 073125	INV	4/30/2025	4/30/2025	$45,000.00	DEPOSIT DOWN-SCOTTY MC(		$45,000.00			

			Due				
Voucher(s): 2	Aged Totals:	$47,000.00	$47,000.00	$0.00	$0.00	$0.00

Vendor ID: 2557 **Name:** WORKFORCE SAFETY & INSURANCE **Class ID:** **FED TAX CLAS:** GOVERNMENT

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	51391 040425	INV	4/4/2025	4/4/2025	$350.00	ASSESSMENT		$350.00			

			Due				
Voucher(s): 1	Aged Totals:	$350.00	$350.00	$0.00	$0.00	$0.00

Vendor ID: 6405 **Name:** ZOOBEAN INC **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	37060	INV	4/29/2025	4/29/2025	$69.75	BEANSTACK PLUS		$69.75			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

		Due				
Voucher(s): 1	**Aged Totals:**	$69.75	$69.75	$0.00	$0.00	$0.00

	Vendors	Due	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
Vendor Totals:	187	$1,201,554.85	$1,183,601.44	$11,932.98	$6,020.43	$0.00

Please approve the following checks on 05-06-25			
CK#130013	QUADIENT LEASING USA		3038.79
CK#130014	ROUGHRIDER ELECTRIC COOP		27805.49
CK#130015	SOUTHWEST WATER AUTHORITY		311349.93
CK#130016	JOANN HEISER		273
CK#130017	INTERNAL REVENUE SERVICE		9734.19
CK#130018	FLORIDA STATE DISBURSEMENT		161.54
CB04182025	COMMERCE BANK CREDIT CARD		62155.62
CK#130019	STARK DEVELOPMENT CORP		50000
CK#130020	INTERNAL REVENUE SERVICE		7736.57
CK#130021	PRINCIPAL LIFE INSURANCE CO		18516
CK#130022	CONSOLIDATED COMM CORP		7271.92
CK#130023	MONTANA-DAKOTA UTILITIES		62866.46
CK#130024	VERIZON WIRELESS		6223.5
CB0502025	COMMERCE BANK CREDIT CARD		32883.17
CK#130026	CENTRAL DAKOTA FORENSIC NURSE		14517.4
CK#130027	DOMESTIC VIOLENCE & RAPE CENTER		2104.38
CK#130028	KOPP BRIAN		525
CK#130029	APRIL ROBINSON		150
CK#130030	TWILA TORMASCHY		150

Commerce Bank®
Member FDIC
Challenge Accepted.®

Visa Purchasing

Billing Period: 04/12/2025 - 04/25/2025
Account Number: XXXX-XXXX-XXXX

Account Summary

Previous Balance	$62,155.62
Purchases & Other Charges	$33,004.83
Cash Advances	$0.00
Cash Advance Fees	$0.00
Late Charges	$0.00
Finance Charges	$0.00
Credits	$121.66
Payments	$62,155.62
New Balance	$32,883.17
Credit Limit	$120,000.00
Cash Limit	$120,000.00
Available Credit	$87,116.83
Disputed Amount	$0.00
Statement Closing Date	April 25, 2025
Days in Billing Cycle	14

Payment Information

New Balance	$32,883.17
Minimum Payment Due	**$32,883.17**
Payment Due Date	**May 02, 2025**

Contact Us

For Customer Service Call:	1-800-892-7104
Outside The U.S. Call:	1-402-691-7800
Send Billing Inquiries To:	COMMERCE BANK PO BOX 414084 KANSAS CITY MO 64141

Important Messages

AS A REMINDER, YOUR NEXT AUTOPAY WILL BE PROCESSED ON YOUR PAYMENT DUE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE GIVE US A CALL AT 1-800-892-7104.

Corporate Account Activity

Tran Date	Post Date	Reference Number	Transaction Description	Amount
04/18	04/18		AUTO PAYMENT - THANK YOU!	$62,155.62 CR

PLEASE DETACH COUPON AND RETURN WITH YOUR PAYMENT.

COMMERCE BANK - COMMERCIAL CARDS
PO BOX 414084
KANSAS CITY MO 64141-4084

Account ID:
Account Number: **XXXX-XXXX-XXXX**
Payment Due Date: May 02, 2025
New Balance: $32,883.17
Minimum Payment Due: $32,883.17

AMOUNT ENCLOSED

Use enclosed envelope and make check payable to:
COMMERCE BANK

COMMERCE BANK - COMMERCIAL CARDS
PO BOX 846451
KANSAS CITY MO 64184-6451

CITY OF DICKINSON
LINDA CARLSON
38 1ST ST W
DICKINSON ND 58601-5106

8000001883861111 0032883170032883 17

Commerce Bank

Cardholder Account Activity

Tran Date	Post Date	Reference Number	Transaction Description	Amount
FIRE DEPARTMENT XXXX-XXXX-XXXX- Credit Limit: $10,000.00			Purchases & Other Charges $2,676.90 / Payments & Other Credits $0.00	Total Activity $2,676.90
04/10	04/14	2400097510152400305642 1	GRAND DAKOTA HOTEL DICKINSON ND CHECK IN DATE: 04-09-25 CONFIRMATION #: 0000000088	$648.00
04/11	04/14	2411641510130259400140 5	VAL*ASTORIA HOTEL & EV DICKINSON ND CHECK IN DATE: 04-10-25 NUMBER OF NIGHTS: 1 CONFIRMATION #: 199611	$237.00
04/16	04/17	2443106510618857311389 9	FIREFIGHTERS' SAFETY INC 562-921-8686 CA	$469.55
04/16	04/17	2424760510630072802025 2	CHALLENGE COINS EXPRESS 800-953-3607 FL	$882.50
04/16	04/17	2469216510610819360848 4	INT'L CODE COUNCIL INC 888-422-7233 IL	$170.00
04/23	04/24	2444500511440016885481 5	WM SUPERCENTER #1567 DICKINSON ND	$29.97
04/25	04/25	2479338511400081397809 4	Adobe Inc 800-8336687 CA	$239.88
SHELLY NAMENIUK XXXX-XXXX-XXXX- Credit Limit: $5,000.00			Purchases & Other Charges $818.52 / Payments & Other Credits $0.00	Total Activity $818.52
04/14	04/15	2445501510414200021831 6	WAL-MART #1567 DICKINSON ND	$30.00
04/15	04/16	2480197510530731955288 8	HEALTH STREET 718-825-0044 NY	$189.52
04/21	04/22	2424098511260020913970 2	EEOC TRAINING INST 202-663-4914 DC	$300.00
04/22	04/24	2443654511405835581120 8	SOCIETYFORHUMANRESOURCE 800-2837476 VA	$299.00
FIRE DEPARTMENT 2 XXXX-XXXX-XXXX- Credit Limit: $2,500.00			Purchases & Other Charges $129.98 / Payments & Other Credits $0.00	Total Activity $129.98
04/21	04/23	2425138511203004625970 4	STEFFAN SAW & BIKE DICKINSON ND	$36.98
04/24	04/25	2445501511414200021113 7	WAL-MART #1567 DICKINSON ND	$93.00
JADE PRAUS XXXX-XXXX-XXXX- Credit Limit: $3,000.00			Purchases & Other Charges $507.04 / Payments & Other Credits $0.00	Total Activity $507.04
04/11	04/14	2478930510352940194428 9	OTC BRANDS *OTC BRANDS 800-2280475 NE	$214.13
04/12	04/14	2469216510210481641853 8	APPLE.COM/BILL 866-712-7753 CA	$10.99
04/14	04/16	2478930510554600172733 4	OTC BRANDS *OTC BRANDS 800-2280475 NE	$259.25
04/15	04/16	2401134510510008932723 1	AMAZON RETA* TJ9RE4HN3 WWW.AMAZON.COWA	$22.67
GRANT CARLSON XXXX-XXXX-XXXX- Credit Limit: $3,000.00			Purchases & Other Charges $471.79 / Payments & Other Credits $0.00	Total Activity $471.79
04/14	04/15	2401134510410006130339 1	AMAZON RETA* 3T8RX05X3 WWW.AMAZON.COWA	$34.99
04/16	04/17	2469216510710864444767 1	AMAZON MKTPL*O558D94P3 Amzn.com/billWA	$24.17
04/20	04/21	2401134511010007421594 9	AMAZON RETA* 7N9XI6AQ3 WWW.AMAZON.COWA	$158.95
04/20	04/21	2401134511010007428388 9	AMAZON RETA* UX3648UB3 WWW.AMAZON.COWA	$107.77
04/23	04/24	2401134511310010529035 5	AMAZON RETA* 084N43NX3 WWW.AMAZON.COWA	$122.73
04/23	04/24	2401134511310009358880 2	AMAZON RETA* MT90Q51T3 WWW.AMAZON.COWA	$23.18
POLICE DEPARTMENT TRAVEL XXXX-XXXX-XXXX- Credit Limit: $2,500.00			Purchases & Other Charges $1,370.56 / Payments & Other Credits $0.00	Total Activity $1,370.56
04/11	04/14	2494300510218590922547 1	KWIK TRIP #1020 ALBERTVILLE MN	$17.48
04/13	04/15	2400097510453910143691 8	COUNTRY INN & SUITES A ALBERTVILLE MN CHECK IN DATE: 04-06-25 CONFIRMATION #: 0801891191	$503.44
04/15	04/16	2413746510600162113864 5	SPEEDWAY - 07016 ALBERTVIALBERTVILLE MN	$29.75
04/16	04/18	2494300510718904469922 3	KWIK TRIP #1020 ALBERTVILLE MN	$14.51
04/18	04/21	2413746510900179423967 2	SPEEDWAY - 07016 ALBERTVIALBERTVILLE MN	$33.32
04/20	04/22	2400097511157930056677 7	COUNTRY INN & SUITES A ALBERTVILLE MN CHECK IN DATE: 04-13-25 CONFIRMATION #: 0803489485	$714.00
04/22	04/23	2413746511300136150240 7	SPEEDWAY - 07016 ALBERTVIALBERTVILLE MN	$26.88
04/24	04/25	2413746511500147335293 9	SPEEDWAY - 07016 ALBERTVIALBERTVILLE MN	$31.18

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
MICHAEL HANEL				
XXXX-XXXX-XXXX			Purchases & Other Charges: $784.00 — Payments & Other Credits: $0.00 — Total Activity: $784.00	
Credit Limit: $2,500.00				
04/10	04/14	24121575101510155550784	AXON 800-9782737 AZ	$325.00
04/15	04/16	24692165106107766255590	SQ *NATIONAL TACTICAL OFFgosq.com CO	$450.00
04/20	04/21	24000775110100010891192	PROBOARDS, INC. PROBOARDS.COMCA	$9.00
MUSEUM				
XXXX-XXXX-XXXX			Purchases & Other Charges: $903.42 — Payments & Other Credits: $0.00 — Total Activity: $903.42	
Credit Limit: $8,000.00				
04/11	04/14	24896305102024296162735	GEO 513-3363100 OH	$903.42
PURCHASING DEPARTMENT				
XXXX-XXXX-XXXX-			Purchases & Other Charges: $717.52 — Payments & Other Credits: $0.00 — Total Activity: $717.52	
Credit Limit: $10,000.00				
04/11	04/14	24036385103071496421801	PAYPAL *MICROSOFT 402-935-7733 WA	$106.49
04/11	04/14	24692165101103968276331	AMAZON MKTPL*WU1028BW3 Amzn.com/billWA	$19.27
04/12	04/14	24692165102104809161822	AMAZON MKTPL*P57036H33 Amzn.com/billWA	$45.54
04/12	04/14	24692165102104813760056	AMAZON MKTPL*121730HC3 Amzn.com/billWA	$5.99
04/12	04/14	24692165102104815715918	AMAZON MKTPL*R35Z66RO3 Amzn.com/billWA	$93.86
04/12	04/14	24692165102105004861710	AMAZON MKTPL*5Q4HU74L3 Amzn.com/billWA	$19.96
04/14	04/15	24692165104106795549884	AMAZON MKTPL*971AC8J23 Amzn.com/billWA	$15.92
04/14	04/15	24055235104305971082049	WMT PLUS 2025 WALMART.COM AR	$98.00
04/14	04/15	24055235104306088821071	WALMART.COM 800-925-6278 AR	$43.80
04/20	04/21	24692165110101850576734	Amazon.com*N28BF1Z32 Amzn.com/billWA	$249.95
04/20	04/21	24692165110102130444917	AMAZON MKTPL*WG5VY43D3 Amzn.com/billWA	$18.74
TRAVIS LEINTZ				
XXXX-XXXX-XXXX-			Purchases & Other Charges: $625.00 — Payments & Other Credits: $0.00 — Total Activity: $625.00	
Credit Limit: $2,500.00				
04/10	04/14	24721935101900011403122	APCO INTERNATIONAL INC 386-9442422 FL	$535.00
04/21	04/22	24036295111716787474387	EB *2025 NDLETS CONFER 801-413-7200 CA	$45.00
04/21	04/22	24036295111716787716688	EB *2025 NDLETS CONFER 801-413-7200 CA	$45.00
POLICE DEPARTMENT				
XXXX-XXXX-XXXX-			Purchases & Other Charges: $54.69 — Payments & Other Credits: $0.00 — Total Activity: $54.69	
Credit Limit: $30,000.00				
04/15	04/16	24022685105900011305973	SHRED ND 701-6905480 ND	$54.69
RACHEL SHUMAKER				
XXXX-XXXX-XXXX-			Purchases & Other Charges: $405.87 — Payments & Other Credits: $0.00 — Total Activity: $405.87	
Credit Limit: $7,500.00				
04/17	04/21	24198805110515349436046	SWANA 8004679262 MD	$255.00
04/19	04/21	24692165109100850990815	AMAZON MKTPL*4M2PU8ZQ3 Amzn.com/billWA	$150.87
DENVER FOWLER				
XXXX-XXXX-XXXX-			Purchases & Other Charges: $1,477.93 — Payments & Other Credits: $0.00 — Total Activity: $1,477.93	
Credit Limit: $3,000.00				
04/11	04/14	24492165102100009327678	SP EPAX 3D EPAX3D.COM NC	$1,469.93
04/12	04/14	24204295102002130123097	FACEBK *JR9PTNQVJ2 650-5434800 CA	$8.00
JOSHUA SKLUZACEK				
XXXX-XXXX-XXXX-			Purchases & Other Charges: $39.00 — Payments & Other Credits: $0.00 — Total Activity: $39.00	
Credit Limit: $3,000.00				
04/17	04/18	24906415107227140140332	FS *TechSmith 877-3278914 CA	$39.00
CHRISTOPHER KIMMERLE				
XXXX-XXXX-XXXX-			Purchases & Other Charges: $594.00 — Payments & Other Credits: $0.00 — Total Activity: $594.00	
Credit Limit: $5,000.00				
04/23	04/25	24798655114137492073481	GRAND WILLISTON HOTEL WATFORD CITY ND CHECK IN DATE: 04-23-25 NUMBER OF NIGHTS: 1 CONFIRMATION #: 31357159	$297.00
04/23	04/25	24798655114137492073424	GRAND WILLISTON HOTEL WATFORD CITY ND	$297.00

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
			CHECK IN DATE: 04-22-25 NUMBER OF NIGHTS: 1 CONFIRMATION #: 31357132	
RACHEL WALDO XXXX-XXXX-XXXX- Credit Limit: $3,000.00			Purchases & Other Charges $12.88 / Payments & Other Credits $0.00 / Total Activity $12.88	
04/17	04/18	2444500510840018719969 5	WM SUPERCENTER #1567 DICKINSON ND	$12.88
AARON MEYER XXXX-XXXX-XXXX- Credit Limit: $50,000.00			Purchases & Other Charges $13,989.41 / Payments & Other Credits $18.74 / Total Activity $13,970.67	
04/11	04/14	2469216510110358498703 0	Amazon.com*TX7JW0KD3 Amzn.com/billWA	$119.96
04/11	04/14	2469216510110356249055 1	AMAZON MKTPL*V29K74643 Amzn.com/billWA	$18.74
04/12	04/14	2469216510210479143740 4	AMAZON MKTPL*H27UN84W3 Amzn.com/billWA	$1,515.72
04/12	04/14	2469216510210455177544 9	AMAZON MKTPL*C704788M3 Amzn.com/billWA	$1,983.18
04/12	04/14	2469216510210481530919 1	AMAZON MKTPL*NL8A52TM3 Amzn.com/billWA	$939.25
04/12	04/14	2469216510210499932775 3	AMAZON MKTPL*DJ5C72463 Amzn.com/billWA	$494.00
04/13	04/14	2469216510310532581846 3	AMAZON MKTPL*UK6E37NG3 Amzn.com/billWA	$2,813.22
04/13	04/14	2416407510310544114536 1	Staples Inc staples.com MA	$107.49
04/14	04/15	2443099510430623100364 8	CDW GOVT #AB77C9T 800-808-4239 IL	$66.42
04/15	04/16	2469216510510719877816 0	AMAZON MKTPL*YM5YT9US3 Amzn.com/billWA	$4,549.00
04/16	04/17	7469216510610850450792 5	AMAZON MKTPLACE PMTS Amzn.com/billWA	$18.74 CR
04/17	04/18	2401134510710010398356 1	WWW.UI.COM WWW.UI.COM NY	$164.30
04/19	04/21	2443099511031203678572 0	DNH*GODADDY#3717096641 https://www.gAZ	$50.34
04/20	04/21	2469216511010212919134 7	AMAZON MKTPL*1P56N7D93 Amzn.com/billWA	$968.55
04/22	04/23	2469216511210338721283 1	AMAZON MKTPL*0140M99H3 Amzn.com/billWA	$29.29
04/22	04/23	2469216511210338049967 4	Amazon.com*PM2YD7W33 Amzn.com/billWA	$169.95
MIKHAYLA BLISS XXXX-XXXX-XXXX- Credit Limit: $5,000.00			Purchases & Other Charges $1,290.00 / Payments & Other Credits $0.00 / Total Activity $1,290.00	
04/17	04/18	2469216510810954497472 2	IN *DAKOTA OUTDOOR ADVERT701-3547880 NM	$645.00
04/17	04/18	2469216510810954497473 0	IN *DAKOTA OUTDOOR ADVERT701-3547880 NM	$645.00
JAYDA BORAH XXXX-XXXX-XXXX- Credit Limit: $2,000.00			Purchases & Other Charges $42.25 / Payments & Other Credits $0.00 / Total Activity $42.25	
04/23	04/24	2445501511314200020546 0	WAL-MART #1567 DICKINSON ND	$42.25
RITA BINSTOCK XXXX-XXXX-XXXX- Credit Limit: $4,000.00			Purchases & Other Charges $436.86 / Payments & Other Credits $67.92 / Total Activity $368.94	
04/11	04/14	2413829510210379101067 1	LANDS END BUS OUTFITTERS 8003324700 WI	$191.60
04/15	04/16	2444500510640017383114 7	WM SUPERCENTER #1567 DICKINSON ND	$211.09
04/17	04/17	2413829510710559801316 7	LANDS END BUS OUTFITTERS 800-332-4700 WI	$34.17
04/18	04/18	7413829510810597802224 6	LANDS END BUS OUTFITTERS DODGEVILLE WI	$67.92 CR
BRANDI AARON XXXX-XXXX-XXXX- Credit Limit: $1,000.00			Purchases & Other Charges $70.80 / Payments & Other Credits $0.00 / Total Activity $70.80	
04/16	04/17	2413746510700159729623 6	USPS PO 3724000905 DICKINSON ND	$42.30
04/21	04/22	2449398511209772027005 4	ACE PARKING 3421 PHOENIX AZ	$4.00
04/22	04/22	2403629511271684775809 1	UBER *TRIP HELP.UBER.COMCA	$18.91
04/23	04/23	2403629511374401209988 4	UBER *TRIP HELP.UBER.COMCA	$5.59
SYLVIA MILLER XXXX-XXXX-XXXX- Credit Limit: $1,500.00			Purchases & Other Charges $931.60 / Payments & Other Credits $0.00 / Total Activity $931.60	
04/17	04/18	2401134510810000301339 3	COLUMN PUBLIC NOTICE COLUMN.US DC	$444.60
04/17	04/18	2401134510810000301875 6	COLUMN PUBLIC NOTICE COLUMN.US DC	$127.68
04/17	04/18	2401134510810000313818 2	COLUMN PUBLIC NOTICE COLUMN.US DC	$47.12
04/17	04/18	2401134510810001803215 6	COLUMN PUBLIC NOTICE COLUMN.US DC	$218.88
04/17	04/18	2401134510810001808656 6	COLUMN PUBLIC NOTICE COLUMN.US DC	$43.32
04/18	04/21	2469216510910053673635 0	NDRIN-ND LAND RECORDS 701-364-1280 ND	$30.00

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
04/23	04/24	2449216511410000082167 5	OPENAI *CHATGPT SUBSCR OPENAI.COM CA	$20.00

FIRE DEPARTMENT EMS

XXXX-XXXX-XXXX- Credit Limit: $10,000.00	Purchases & Other Charges	Payments & Other Credits	Total Activity
	$4,654.81	$35.00	$4,619.81

04/12	04/14	24692165102104628141641	NATIONAL REGISTRY EMT 614-888-4484 OH	$104.00
04/12	04/14	24692165102104628143290	NATIONAL REGISTRY EMT 614-888-4484 OH	$104.00
04/12	04/14	24692165102104628143357	NATIONAL REGISTRY EMT 614-888-4484 OH	$104.00
04/12	04/14	24692165102104628143480	NATIONAL REGISTRY EMT 614-888-4484 OH	$104.00
04/12	04/14	24692165102104628143522	NATIONAL REGISTRY EMT 614-888-4484 OH	$104.00
04/15	04/16	24692165105107294367249	NATIONAL REGISTRY EMT 614-888-4484 OH	$104.00
04/16	04/18	24943005107188921505743	PIZZA HUT 033427 DICKINSON ND	$63.36
04/17	04/18	24492165107100024165124	STATPACKS* O #305980 STATPACKS.COMUT	$3,967.45
04/23	04/24	74692165113104284795948	BSC-STORE FRONT 701-224-2451 ND	$35.00 CR

Finance Charge Summary

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

Type of Balance	Average Daily Balance	Daily Periodic Rate	Corresponding Annual Percentage Rate	Periodic Finance Charge
PURCHASES	$0.00	0.0000%	0.00%	$0.00
CASH ADVANCES	$0.00	0.0340%	12.40%	$0.00

Commerce Bank®
Member FDIC

Challenge Accepted.

Visa Purchasing

Billing Period: 03/26/2025 - 04/11/2025
Account Number: XXXX-XXXX-XXXX

Account Summary

Previous Balance	$18,174.64
Purchases & Other Charges	$62,550.13
Cash Advances	$0.00
Cash Advance Fees	$0.00
Late Charges	$0.00
Finance Charges	$0.00
Credits	$394.51
Payments	$18,174.64
New Balance	$62,155.62
Credit Limit	$120,000.00
Cash Limit	$120,000.00
Available Credit	$57,844.38
Disputed Amount	$0.00
Statement Closing Date	April 11, 2025
Days in Billing Cycle	17

Payment Information

New Balance	$62,155.62
Minimum Payment Due	**$62,155.62**
Payment Due Date	**April 18, 2025**

Contact Us

For Customer Service Call:	1-800-892-7104
Outside The U.S. Call:	1-402-691-7800
Send Billing Inquiries To:	COMMERCE BANK PO BOX 414084 KANSAS CITY MO 64141

Important Messages

AS A REMINDER, YOUR NEXT AUTOPAY WILL BE PROCESSED ON YOUR PAYMENT DUE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE GIVE US A CALL AT 1-800-892-7104.

Corporate Account Activity

Tran Date	Post Date	Reference Number	Transaction Description	Amount
04/01	04/01		AUTO PAYMENT - THANK YOU!	$18,174.64 CR

PLEASE DETACH COUPON AND RETURN WITH YOUR PAYMENT.

COMMERCE BANK - COMMERCIAL CARDS
PO BOX 414084
KANSAS CITY MO 64141-4084

Account ID:
Account Number: **XXXX-XXXX-XXXX**
Payment Due Date: April 18, 2025
New Balance: $62,155.62
Minimum Payment Due: $62,155.62

AMOUNT ENCLOSED

Use enclosed envelope and make check payable to:
COMMERCE BANK

COMMERCE BANK - COMMERCIAL CARDS
PO BOX 846451
KANSAS CITY MO 64184-6451

CITY OF DICKINSON
LINDA CARLSON
38 1ST ST W
DICKINSON ND 58601-5106

8000001883861111 0062155620062155 62

Commerce Bank

Cardholder Account Activity

Tran Date	Post Date	Reference Number	Transaction Description	Amount
LEONARD SCHWINDT				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $3,500.00			$393.00 / $0.00 / $393.00	
03/25	03/26	24692165084108490806266	INT'L CODE COUNCIL INC 888-422-7233 IL	$100.00
04/09	04/10	24692165099101871797736	INT'L CODE COUNCIL INC 888-422-7233 IL	$293.00
FIRE DEPARTMENT				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $10,000.00			$3,160.72 / $77.00 / $3,083.72	
03/26	03/27	24941665085124339042507	BLAUER MANUFACTURING 800-225-6715 MA	$250.49
03/26	03/27	24116415085742458957640	BADGEANDWALLET.COM 914-236-1260 NY	$31.00
03/28	03/31	24755425088130884817590	BEMOBILE DICKINSON NORTH DICKINSON ND	$64.95
03/29	03/31	24316055089289799296609	SHELL OIL10084458016 DEVILS LAKE ND	$64.44
03/30	04/01	24445005090300549205554	CASEYS #3364 CARRINGTON ND	$16.16
04/04	04/07	24445005095400180188005	WM SUPERCENTER #1567 DICKINSON ND	$58.98
04/04	04/07	74692165095108583209057	UNITED 0164486093784UNITED.COM TX NM: BROCK /OTHER TKT: 0164486093784 OARP: ORD SVC: E DARP: IAH FR: EDD DEP: 04-04-25	$77.00 CR
04/04	04/07	24941665094128559043094	BLAUER MANUFACTURING 800-225-6715 MA	$500.98
04/04	04/07	24064665095100004896921	LADDERCO* LADDER CO LADDERCOLEATHGA	$1,376.85
04/04	04/07	24692165095108582406378	UNITED 0162475038346UNITED.COM TX NM: BROCK/DILLON TKT: 0162475038346 OARP: LAX SVC: T DARP: DEN FR: TFA0AD DEP: 04-10-25 OARP: DEN SVC: T DARP: DIK FR: TFA0AD DEP: 04-10-25 OARP: DIK SVC: TX DARP: DEN FR: TFA7OD DEP: 04-10-25 OARP: DEN SVC: TO DARP: LAX FR: TFA7OD DEP: 04-10-25	$418.47
04/04	04/07	24692165095108582843620	UNITED 0164486093784UNITED.COM TX	$104.00
04/04	04/07	24692165095108582843638	UNITED 0164486093785UNITED.COM TX	$104.00
04/04	04/07	24055235094295458105649	TRAVEL GUARD GROUP INC UNITED.COM WI	$28.20
04/08	04/09	24013395098001772022786	ALABAMA FIRE COLLEGE AND 205-3913775 AL	$125.00
04/09	04/10	24226385100008605223416	WAL-MART #1567 DICKINSON ND	$17.20
SHELLY NAMENIUK				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $5,000.00			$189.52 / $0.00 / $189.52	
04/08	04/09	24801975098299808300235	HEALTH STREET 718-825-0044 NY	$189.52
FIRE DEPARTMENT 2				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$58.00 / $0.00 / $58.00	
03/26	03/27	24034545085005529415516	CONOCO - EXPRESSWAY BILLINGS MT	$58.00
FINANCE DEPARTMENT				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $25,000.00			$307.15 / $0.00 / $307.15	
04/02	04/04	24027625093878096862669	PAYFLOW/PAYPAL 888-883-9770 NE	$307.15
JADE PRAUS				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $3,000.00			$622.45 / $0.00 / $622.45	
03/27	03/28	24055235086286803141199	WALMART.COM 800-925-6278 AR	$40.14
03/28	03/31	24801975088289117712446	MAGIC CITY DISCOVERY CEN 701-858-7529 ND	$300.00
04/04	04/04	24011345094100050711390	AMAZON RETA* G813J91R3 WWW.AMAZON.COWA	$212.31
04/09	04/10	24064665100100002524429	GATEWAY TO SCIENCE GATEWAYTOSCIEND	$35.00
04/09	04/10	24064665100100002534485	GATEWAY TO SCIENCE GATEWAYTOSCIEND	$35.00
GRANT CARLSON				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $3,000.00			$914.57 / $157.03 / $757.54	
03/27	03/28	24011345086100096346466	AMAZON RETA* A19SW0GG3 WWW.AMAZON.COWA	$265.54
04/03	04/07	24011345094100096798963	AMAZON RETA* CO7VD58A3 SEATTLE WA	$55.20 CR
04/04	04/07	24011345094100096837613	AMAZON RETA* CO7VD58A3 SEATTLE WA	$101.83 CR
04/04	04/04	24011345094100017682197	AMAZON RETA* CM4FW8IP3 WWW.AMAZON.COWA	$44.70

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
04/05	04/07	2401134509510008823731 8	AMAZON RETA* F39QD2OF3 WWW.AMAZON.COWA	$252.30
04/08	04/09	2401134509810009752184 0	AMAZON RETA* 8P3AC0P03 WWW.AMAZON.COWA	$59.99
04/09	04/10	2401134510010000099315 7	AMAZON MARK* NH8UY3QP3 AMAZON.COM/MAWA	$292.04

POLICE DEPARTMENT TRAVEL

XXXX-XXXX-XXXX- Credit Limit: $2,500.00

Purchases & Other Charges	Payments & Other Credits	Total Activity
$2,502.92	$0.00	$2,502.92

03/25	03/26	2413746508500150036549 6	SPEEDWAY - 07016 ALBERTVIALBERTVILLE MN	$33.04
03/27	03/28	2413746508700153850714 1	SPEEDWAY - 07016 ALBERTVIALBERTVILLE MN	$33.14
03/30	04/01	2400097509045860161453 4	COUNTRY INN & SUITES A ALBERTVILLE MN CHECK IN DATE: 03-09-25 CONFIRMATION #: 0798703910	$766.64
03/31	04/01	2413746509100148796089 9	SPEEDWAY - 07016 ALBERTVIALBERTVILLE MN	$36.72
04/03	04/04	2413746509400153922034 9	SPEEDWAY - 07016 ALBERTVIALBERTVILLE MN	$34.40
04/04	04/07	2494166509412863977951 9	HOLIDAY STATIONS 0415 MOORHEAD MN	$36.91
04/04	04/07	2413746509500164490013 1	SPEEDWAY - 07016 ALBERTVIALBERTVILLE MN	$26.44
04/04	04/07	2431605509529625303997 1	SHELL OIL10089583016 STEELE ND	$27.92
04/06	04/07	2469216509610977978883 3	EXXON JAMESTOWN I-94 JAMESTOWN ND	$38.11
04/06	04/08	2494166509712957602005 4	HOLIDAY STATIONSTORE3863 FARGO ND	$21.22
04/06	04/08	2400097509749890025978 2	COUNTRY INN & SUITES A ALBERTVILLE MN CHECK IN DATE: 03-09-25 CONFIRMATION #: 0800293908	$766.64
04/07	04/08	2413746509800147855944 8	SPEEDWAY - 07016 ALBERTVIALBERTVILLE MN	$36.22
04/09	04/10	2413746510000153428461 5	SPEEDWAY - 07016 ALBERTVIALBERTVILLE MN	$20.89
04/09	04/11	2444500510050060483141 2	FSP*BREEZY POINT - HOTEL BREEZY POINT MN CHECK IN DATE: 04-06-25 DAILY RATE: 99.00 CONFIRMATION #: 489732	$137.44
04/09	04/11	2444500510050060483158 6	FSP*BREEZY POINT - HOTEL BREEZY POINT MN CHECK IN DATE: 04-06-25 DAILY RATE: 99.00 CONFIRMATION #: 489733	$137.44
04/09	04/10	2401134509910008198834 3	ANIMALSINCVET.COM 320-3983600 MN	$324.05
04/10	04/11	2413746510100146791892 3	SPEEDWAY - 07016 ALBERTVIALBERTVILLE MN	$25.70

LINDA CARLSON

XXXX-XXXX-XXXX- Credit Limit: $5,000.00

Purchases & Other Charges	Payments & Other Credits	Total Activity
$469.96	$0.00	$469.96

04/01	04/03	2407105509293915477956 1	GOVERNMENT FINANCE OFF CHICAGO IL	$150.00
04/08	04/09	2401134509910000008896 9	COLUMN PUBLIC NOTICE COLUMN.US DC	$319.96

POLICE DEPT TRAVEL 2

XXXX-XXXX-XXXX- Credit Limit: $2,500.00

Purchases & Other Charges	Payments & Other Credits	Total Activity
$1,127.20	$62.50	$1,064.70

03/27	03/31	2494300509017786719138 5	CENEX-PETRO SERVE USA FARGO ND	$73.31
03/28	03/31	2494300508817669920324 8	CANDLEWOOD SUITES FARGO ND CHECK IN DATE: 03-23-25 NUMBER OF NIGHTS: 5 CONFIRMATION #: 1387328	$657.50
04/02	04/04	7494300509317996606056 2	CANDLEWOOD SUITES 7012358200 ND	$62.50 CR
04/06	04/07	2469216509710998352514 5	LOVE'S #0849 INSIDE VALLEY CITY ND	$35.00
04/07	04/09	2494300509918358341272 6	CENEX- SUPERPUMPER INC GRAND FORKS ND	$37.05
04/09	04/10	2469216510010247509422 0	LOVE'S #0849 OUTSIDE VALLEY CITY ND	$27.34
04/09	04/11	2475542510017100337150 1	HAMPTON INNS GRAND FORKS ND CHECK IN DATE: 04-06-25 CONFIRMATION #: 52058043	$297.00

MICHAEL HANEL

XXXX-XXXX-XXXX- Credit Limit: $2,500.00

Purchases & Other Charges	Payments & Other Credits	Total Activity
$287.00	$0.00	$287.00

03/25	03/27	2472193508590001988366 3	APCO INTERNATIONAL INC 386-9442422 FL	$35.00
03/28	03/31	2400077508810000402932 8	MOTOROLA T USERS GROUP MTUG.CLUBEXPRAL	$240.00
04/04	04/04	2401134509410005522686 5	BUZZSPROUT* INVOICE 74 BUZZSPROUT.COFL	$12.00

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
ANIMAL SHELTER				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $2,500.00			$257.18	$0.00	$257.18
04/01	04/02	24692165092105284145950	EXXON JAMESTOWN I-94 JAMESTOWN ND	$36.13
04/01	04/02	24445005092600230375469	JAMESTOWN JAMESTOWN ND	$29.99
04/06	04/07	24692165096109303562035	CHEWY.COM 800-672-4399 FL	$191.06
MUSEUM				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $8,000.00			$598.47	$0.00	$598.47
03/29	03/31	24692165089102594218226	AMAZON MKTPL*F533K5Z63 Amzn.com/billWA	$84.42
04/02	04/02	24011345092100055706371	SHOPIFY* 349357165 SHOPIFY.COM IL	$89.00
04/07	04/10	24639235099900018700017	SILVER STREAK INDUSTRIES 480-5747528 AZ	$425.05
PURCHASING DEPARTMENT				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $10,000.00			$4,155.94	$0.00	$4,155.94
03/28	03/31	24692165087101540652811	AMAZON MKTPL*ZS5ND0G53 Amzn.com/billWA	$68.49
03/29	03/31	24692165089102597164484	AMAZON MKTPL*A33PE78P3 Amzn.com/billWA	$1,493.79
03/29	03/31	24692165088101850810123	AMAZON MKTPL*AE0I50TG3 Amzn.com/billWA	$38.24
03/29	03/31	24692165089102602136220	Amazon.com*WB56F2ZK3 Amzn.com/billWA	$177.39
03/29	03/31	24692165088102218219635	Amazon.com*J07VQ87S3 Amzn.com/billWA	$60.37
03/31	04/01	24692165090104202330937	AMAZON MKTPL*S11174GX3 Amzn.com/billWA	$22.01
03/31	04/01	74083425091100002636746	VAN BIND VANCOUVER BC	$441.97
04/01	04/01	74083425091100002636746	INTERNATIONAL SERVICE FEE	$4.42
04/02	04/03	24692165092106070538903	AMAZON MKTPL*2Z3QK32H3 Amzn.com/billWA	$28.95
04/04	04/07	24692165094107421973045	AMAZON MKTPL*LN23H7LV3 Amzn.com/billWA	$26.60
04/04	04/07	24692165095107962354968	AMAZON MKTPL*566CT8BV3 Amzn.com/billWA	$19.44
04/04	04/07	24692165094107685295986	AMAZON MKTPL*EH5H93OC3 Amzn.com/billWA	$26.43
04/05	04/08	24027625097067233308705	PAYPAL *SPLASHTOP 402-935-7733 CA	$1,596.00
04/05	04/07	24692165095108811487074	AMAZON MKTPL*F20JI5SE3 Amzn.com/billWA	$13.88
04/05	04/07	24692165095108814756087	AMAZON MKTPL*ME4RY4Q33 Amzn.com/billWA	$94.04
04/07	04/08	24055235097298506113299	WALMART.COM 800-925-6278 AR	$43.92
DUANE ZASTOUPIL				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $5,000.00			$60.00	$0.00	$60.00
04/03	04/04	24036295093718854961835	EB *2025 NDDEQ SPRING 801-413-7200 CA	$60.00
MATT HANSON				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $2,500.00			$972.00	$0.00	$972.00
04/09	04/10	24436545100057826980721	I/O SOLUTIONS, INC. 708-4100200 IL	$832.00
04/09	04/10	24692165099102302830682	IN *GUARDIAN ALLIANCE TEC415-6552240 CA	$140.00
TRAVIS LEINTZ				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $2,500.00			$635.00	$0.00	$635.00
03/26	03/31	24198805087512676008141	IAPE SAN JOSE CA	$65.00
04/02	04/03	24492155093100486047742	TLO TRANSUNION 561-988-4200 FL	$175.00
04/10	04/11	24492165101100003272087	B2G, LLC* O #126401 BLUETOGOLD.COWA	$395.00
CINDY THRONBURG				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $3,000.00			$1,631.65	$0.00	$1,631.65
04/01	04/03	24325455092900015608106	DEMCO INC 800-9624463 WI	$133.40
04/02	04/03	24692165092105435683958	BRODART SUPPLIES 570-326-2461 PA	$1,498.25
POLICE DEPARTMENT				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $30,000.00			$300.85	$0.00	$300.85
03/26	03/27	24692165085109795242594	IN *ND POST 701-3285500 ND	$154.48
03/31	04/01	24137465091001487967746	USPS PO 3724000905 DICKINSON ND	$13.58

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
04/06	04/08	24055225097298474410397	SIMONSON GAS PARK RAPIDS MN	$68.79
04/09	04/11	24692165100102794221975	EXXON JAMESTOWN I-94 JAMESTOWN ND	$64.00
RACHEL SHUMAKER				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $7,500.00			$55.12	$0.00	$55.12
04/09	04/11	24034545100002133163989	MARATHON PETRO257113 VALLEY CITY ND	$55.12
DENVER FOWLER				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $3,000.00			$249.39	$5.33	$244.06
03/28	03/31	24755425088150884032875	JP STEEL SUPPLY INC DICKINSON ND	$161.88
04/01	04/02	24204295091000790437073	FACEBK *D33WFMLVJ2 650-5434800 CA	$2.00
04/02	04/03	24204295092002725968031	FACEBK *JNA2TM8VJ2 650-5434800 CA	$2.00
04/03	04/04	24204295093000977091071	FACEBK *MUH9ERGVJ2 650-5434800 CA	$2.00
04/04	04/07	24204295094002811834095	FACEBK *YMK62P4WJ2 650-5434800 CA	$2.00
04/05	04/07	24204295095000720464045	FACEBK *78TCBNCVJ2 650-5434800 CA	$2.00
04/07	04/07	24204295097000023619095	FACEBK *DSPG6P4WJ2 650-5434800 CA	$3.00
04/09	04/10	24204295099001744599036	FACEBK *WD4P8N8VJ2 650-5434800 CA	$5.00
04/10	04/11	24445005101400168583633	WM SUPERCENTER #1567 DICKINSON ND	$11.70
04/11	04/11	24204295100002829990030	eBay O*14-12936-11903 800-4563229 CA	$57.81
04/11	04/11	74204295101001152298031	eBay O*14-12936-11903 800-4563229 CA	$5.33 CR
JOSHUA SKLUZACEK				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $3,000.00			$959.88	$0.00	$959.88
03/25	03/26	24011345085100014667432	COLUMN PUBLIC NOTICE COLUMN.US DC	$481.08
03/25	03/26	24011345085100014802286	COLUMN PUBLIC NOTICE COLUMN.US DC	$478.80
CHRISTOPHER KIMMERLE				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $5,000.00			$778.63	$0.00	$778.63
03/25	03/27	24801975085285766568272	DICKINSON MOTOR VEHICLE DICKINSON ND	$18.50
03/25	03/27	24801975085285768389693	MUNICIPAY(M3)*SERVICE FE SCARBOROUGH ME	$3.00
04/08	04/10	24137465099100292823151	MENARDS DICKINSON ND DICKINSON ND	$757.13
RACHEL WALDO				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $3,000.00			$270.48	$0.00	$270.48
03/25	03/27	24445005085500564962149	PAPA JOHN'S #4905 701-483-7200 ND	$114.18
03/25	03/27	24445005085500564962222	PAPA JOHN'S #4905 701-483-7200 ND	$114.18
04/04	04/07	24692165094107697782062	AMAZON MKTPL*S628G8623 Amzn.com/billWA	$22.64
04/05	04/07	24692165095108351423943	AMAZON MKTPL*7J1RT4NR3 Amzn.com/billWA	$19.48
AARON MEYER				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $50,000.00			$31,700.03	$0.00	$31,700.03
03/25	03/26	24011345084100077828039	WWW.UI.COM WWW.UI.COM NY	$4,109.80
03/25	03/26	24692165084108529314886	AMAZON MKTPL*W72469HX3 Amzn.com/billWA	$248.97
03/27	03/28	24692165086100204552540	AMAZON MKTPL*L42QC7SU3 Amzn.com/billWA	$568.99
03/27	03/28	24692165086100401053367	AMAZON MKTPL*3P0VY0453 Amzn.com/billWA	$224.99
03/28	03/31	24692165087101352200493	AMAZON MKTPL*P14C015I3 Amzn.com/billWA	$32.95
03/28	03/28	24011345087100031550304	UBIQUITI INC. UI.COM NY	$8,788.71
03/29	03/31	24692165089102592886867	AMAZON MKTPL*4J2K13X83 Amzn.com/billWA	$205.97
03/29	03/31	24164075089105441186454	Staples Inc staples.com MA	$201.57
03/29	03/31	24692165088102049038527	AMAZON MKTPL*MI7B41Y03 Amzn.com/billWA	$204.64
03/31	04/01	24011345090100108064580	WWW.UI.COM WWW.UI.COM NY	$272.80
04/01	04/02	24011345091100094545732	UBIQUITI INC. UI.COM NY	$29.00
04/01	04/02	24692165091104734745809	Amazon.com*NS5W18S03 Amzn.com/billWA	$104.94
04/02	04/03	24692165092106015553900	AMAZON MKTPL*I64ZM49X3 Amzn.com/billWA	$623.00
04/02	04/02	24011345092100030705803	WASABI TECHNOLOGIES WASABI.COM MA	$879.91
04/06	04/07	24164075096105441186505	Staples Inc staples.com MA	$264.89
04/07	04/08	24011345097100099722520	ZOHO CORP WWW.ZOHO.COM CA	$1,505.00

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
04/07	04/08	2400077509810000344791 7	SINTRA APP.SINTRA.AIDE	$140.40
04/08	04/09	24692165098101328408847	AMAZON MKTPL*DT91941E3 Amzn.com/billWA	$310.80
04/08	04/09	24692165098101370111539	Amazon.com*WR2K101Z3 Amzn.com/billWA	$5,479.80
04/09	04/10	24692165099102219075553	AMAZON MKTPL*RA6459RZ3 Amzn.com/billWA	$224.99
04/10	04/11	24692165100103236964313	AMAZON MKTPL*440BO13P3 Amzn.com/billWA	$5,736.00
04/10	04/11	24692165100103068380331	Amazon.com*MU4P66A13 Amzn.com/billWA	$1,109.95
04/10	04/11	24692165100102993216859	AMAZON MKTPL*QY1Z59CK3 Amzn.com/billWA	$431.96
DEB KIRSCHENHEITER				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $1,000.00			$142.20	$0.00	$142.20
04/08	04/09	2445501509814200020323 3	WAL-MART #1567 DICKINSON ND	$43.72
04/09	04/10	24000975099516200322550	THE GRUB TUB DICKINSON ND	$98.48
JAYDA BORAH				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $2,000.00			$78.04	$0.00	$78.04
04/09	04/10	24445005100400165884993	WM SUPERCENTER #1567 DICKINSON ND	$78.04
IAN ANGUIANO				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $5,000.00			$7.64	$0.00	$7.64
03/26	03/27	24692165085109412718992	AMAZON MKTPL*T12PM13Q3 Amzn.com/billWA	$7.64
SCOTT DECKER				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $3,500.00			$2,075.47	$0.00	$2,075.47
03/25	03/26	24116415084284783296940	USHR LONGWORTH FOOD COUR WASHINGTON DC	$6.30
03/25	03/27	24207855085179900986736	DISTRICT TAP RESTAURANT WASHINGTON DC	$45.40
03/26	03/27	24692165085109610877962	SQ *CUPS & COMPANY Washington DC	$11.60
03/26	03/26	24036295085744322311247	UBER *TRIP HELP.UBER.COMCA	$40.25
03/26	03/26	24036295085744323720206	UBER *TRIP HELP.UBER.COMCA	$10.00
03/27	03/28	24055235087287436719293	STREETS MARKET-SH7 WASHINGTON DC	$11.52
03/28	03/31	24755425088170885510174	RPS BISMARCK AIRPORT BISMARCK ND	$66.00
03/28	03/31	24207855088176601240824	EMBASSY SUITES BY HILTON WASHINGTON DC CHECK IN DATE: 03-23-25 CONFIRMATION #: 1198295	$1,849.40
03/28	03/31	24717055088870881490741	DELTA AIR Baggage Fee WASHINGTON DC	$35.00
RITA BINSTOCK				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $4,000.00			$3,561.59	$0.00	$3,561.59
03/25	03/26	24138295085097556009947	LANDS END BUS OUTFITTERS 8003324700 WI	$1,493.99
03/27	03/28	24011345087100002070118	COLUMN PUBLIC NOTICE COLUMN.US DC	$914.28
03/27	03/28	24011345087100005972062	COLUMN PUBLIC NOTICE COLUMN.US DC	$224.20
03/31	04/01	24036295090712268281123	EB *STATE OF REGION 8 801-413-7200 CA	$35.00
04/01	04/02	24011345092100000564784	COLUMN PUBLIC NOTICE COLUMN.US DC	$95.76
04/08	04/09	24011345098100114558239	COLUMN PUBLIC NOTICE COLUMN.US DC	$768.36
04/10	04/11	24692165100103216937560	NDRIN-ND LAND RECORDS 701-364-1280 ND	$30.00
CITY LIBRARY				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $10,000.00			$172.66	$0.00	$172.66
03/28	03/28	24692165087100964702425	AMAZON MKTPL*DE8TH4VB3 Amzn.com/billWA	$172.66
BRANDI AARON				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $1,000.00			$19.15	$0.00	$19.15
03/28	03/31	24137465088001647674930	USPS PO 3724000905 DICKINSON ND	$19.15
SYLVIA MILLER				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $750.00			$514.55	$0.00	$514.55
04/07	04/08	24445005098000930449074	FAMILY FARE 3122 DICKINSON ND	$24.35

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
04/09	04/10	24011345100100004215037	COLUMN PUBLIC NOTICE COLUMN.US DC	$490.20
FIRE DEPARTMENT EMS				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $10,000.00			$2,161.92 / $52.67 / $2,109.25	
03/24	03/26	24081625084018013716250	BOUND TREE MEDICAL LLC 800-2827904 OH	$1,037.94
03/27	03/28	24941665086124905922206	HOLIDAY STATIONS 3501 ABERDEEN SD	$28.86
03/28	03/31	24755425088260884717506	HAMPTON INNS 605-2622600 SD CHECK IN DATE: 03-23-25 CONFIRMATION #: 80681091	$667.67
03/28	03/31	24316055088288713306321	SHELL OIL12502810018 MANDAN ND	$33.45
03/28	04/07	74755425094170912378352	HAMPTON INNS 605-2622600 SD CHECK IN DATE: 03-23-25 CONFIRMATION #: 80681091	$52.67 CR
04/02	04/03	24692165092105716016647	BSC-STORE FRONT 701-224-2451 ND	$35.00
04/03	04/03	24793385093003660106061	ND EMS Association Bismarck ND	$250.00
04/03	04/04	24492165094100001081331	STICKER MULE STICKERMULE.CNY	$109.00
AARON PRAUS				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $15,000.00			$21.00 / $0.00 / $21.00	
04/02	04/03	24492165092100027886475	WWW.APWA.NET WWW.APWA.NET MO	$21.00
JACOB WALDO				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $10,000.00			$796.00 / $0.00 / $796.00	
04/03	04/04	24055225093294505007330	SMARTSIGN clover.com NY	$796.00
CHAD TORMASCHY				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $10,000.00			$74.20 / $0.00 / $74.20	
03/26	03/28	24801975086286854037641	DICKINSON MOTOR VEHICLE DICKINSON ND	$15.00
03/26	03/28	24801975086286854899511	MUNICIPAY(M3)*SERVICE FE SCARBOROUGH ME	$3.00
04/04	04/07	24692165094107332016645	AMAZON MKTPL*AS5KQ34Z3 Amzn.com/billWA	$47.26
04/10	04/11	24445005101000947575072	FAMILY FARE 3122 DICKINSON ND	$8.94
DANIEL LOCKE				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$78.84 / $39.98 / $38.86	
03/26	03/27	74692165085109573452774	AMAZON MKTPLACE PMTS Amzn.com/billWA	$39.98 CR
04/09	04/10	24692165099102154284327	AMAZON MKTPL*NV63Y03M3 Amzn.com/billWA	$78.84
ROBERT FUHRMAN				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $5,000.00			$189.76 / $0.00 / $189.76	
04/03	04/04	24011345093100123724256	STORIED/NEWSPAPERARCH NEWSPAPERARCHUT	$95.94
04/03	04/04	24231685093747003162651	CONSOLIDATED TELCOM EBILL.CTCTEL.ND	$11.87
04/04	04/07	24692165095107986446931	AMAZON MKTPL*BQ5QI2SK3 Amzn.com/billWA	$20.98
04/08	04/09	24692165098100892255220	AMAZON MKTPL*087SJ0S13 Amzn.com/billWA	$40.98
04/08	04/09	24011345098100095146715	AMAZON RETA* NA0JI9VX3 WWW.AMAZON.COWA	$19.99

Finance Charge Summary

Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

Type of Balance	Average Daily Balance	Daily Periodic Rate	Corresponding Annual Percentage Rate	Periodic Finance Charge
PURCHASES	$0.00	0.0000%	0.00%	$0.00
CASH ADVANCES	$0.00	0.0340%	12.40%	$0.00

BUILDING SAFETY MONTH

Proclamation

Building Safety Month — May 2025

Whereas, the City of Dickinson is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

Whereas, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians––building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry––who work year-round to ensure the safe construction of buildings, and;

Whereas, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes and standards to protect us in the buildings where we live, learn, work and play, and;

Whereas, these modern building codes and standards include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

Whereas, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety––our code officials––who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

Whereas, "Game On!," the theme for Building Safety Month 2025, encourages us all to get involved and raise awareness about building safety on a personal, local and global scale, and;

Whereas each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local, state, tribal, territorial, and federal building safety and fire prevention departments, in protecting lives and property.

NOW, THEREFORE, I, Scott Decker, President of the City Commission of the City of Dickinson, North Dakota do hereby proclaim the month of May 2025 as Building Safety Month.

Signed this 6th day of May, 2025

CITY OF Dickinson North Dakota

_____

City Commission President

_____

Attest: City Administrator

MAYOR'S PROCLAMATION

WHEREAS, water is our most valuable natural resource; and

WHEREAS, water from the Southwest Pipeline Project and Southwest Water Authority delivers public health protection, support for our economy, and the quality of life we enjoy; and

WHEREAS, any measure of a prosperous society – low mortality rates, economic growth and diversity, productivity, and public safety – are in some way related to access to safe water; and

WHEREAS, Southwest Water Authority and the Southwest Pipeline Project play a critical part in consumers' health, hygiene and hydration, and public awareness of the importance of safe tap water is essential to supporting and sustaining this resource; and

WHEREAS, we are all stewards of the water infrastructure upon which future generations depend; and

WHEREAS, each citizen of our city is called upon to help sustain our water resources by educating themselves about their drinking water, by practicing water conservation, and getting involved in local efforts to protect our source waters from pollution;

NOW, THEREFORE, be it resolved that by the authority vested in me as Mayor of our City, I do hereby proclaim May 4-10, 2025, as Drinking Water Week.

Signature of Mayor **Signature of City Administrator**

(OFFICIAL SEAL)

National Public Works Week

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of Dickinson; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Dickinson to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association be it now,

RESOLVED, I do hereby designate the week of **May 18–24, 2025**, as National Public Works Week. I urge all citizens to join with representatives of the City of Dickinson and Dickinson Public Works in activities and events designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

In witness whereof I have hereunto set my hand and caused this seal to be fixed.

CITY OF Dickinson North Dakota

_____

City Commission President

_____

Attest: City Administrator

Date: May 6, 2025

GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

G-0099123
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization: American Legion Matthew Brew #3

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location: Sanford's Grub & Pub			
Street: 167 14th St. W	City: Dickinson	ZIP Code: 58601	County: Stark
Beginning Date(s) Authorized: 7-1-25	Ending Date(s) Authorized: 6-30-26		Number of twenty-one tables if zero, enter "0": 0
Specific location where games of chance will be conducted and played at the site (required): Bar area			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known: N/A			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
7	

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

- [ ] Bingo
- [ ] **ELECTRONIC** Quick Shot Bingo
- [ ] Raffles
- [ ] **ELECTRONIC** 50/50 Raffle
- [ ] Pull Tab Jar
- [x] Pull Tab Dispensing Device
- [x] **ELECTRONIC** Pull Tab Device
- [ ] Club Special
- [ ] Tip Board
- [ ] Seal Board
- [ ] Punchboard
- [ ] Prize Board
- [ ] Prize Board Dispensing Device
- [ ] Sports Pools
- [ ] Twenty-One
- [ ] Poker
- [ ] Calcuttas
- [ ] Paddlewheels with Tickets
- [ ] Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

1. City/County-Retain a **copy** of the Site Authorization for your files.
2. City/County-Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed,** Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval.

RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 **OR** 800-326-9240

RENTAL AGREEMENT

OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (Rev. 08-2019)

License Number (Office Use Only): 60099(248)C

Site Owner (Lessor): Sanford's Grub & Pub		Site Name		Site Phone Number: 701-483-9770
Site Address: 167 14th St. W	City: Dickinson	State: ND	Zip Code: 58601	County: Stark
Organization (Lessee): Matthew Brew American Legion #3	Rental Period: 7-1-25 to 6-30-26			Monthly Rent Amount

1. Is Bingo going to be conducted at this site? ☒ No ☐ Yes
   1a. If "Yes" to number 1 above, is Bingo the **primary** game conducted? ☐ No ☐ Yes
   If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts. $

2. Is Twenty-One conducted at this site? ☒ No ☐ Yes
   Number of Tables with wagers **up to** $5 _____ X Rent per Table $_____ $
   Number of Tables with wagers **over** $5 _____ X Rent per Table $_____ $

3. Is Paddlewheels conducted at this site? ☒ No ☐ Yes
   Number of Tables _____ X Rent per Table $_____ $

4. Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site? ☐ No ☒ Yes
   Please check: ☐ Jar Bar ☒ Standard Dispensing Device 3 at $50.00 Each $ 150.00
   ☒ Electronic Dispensing Device Number of Electronic Devices 6 at $75.00 Each $ 450.00

Total Monthly Rent $ 600.00

5. If the only gaming activity to be conducted at this site is a raffle drawing, please check here. ☐

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and, except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a winning pull tab, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessor's on call or temporary or permanent employee will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming pull tabs or prize boards, or both, involving a dispensing device, **the Lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.**

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

At the LESSOR'S option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor	Title: General Manager	Date: 4-21-25
Signature of Lessee	Title: Past Commander	Date: 4-21-25

(over)

GAMING SITE AUTHORIZATION

ND OFFICE OF ATTORNEY GENERAL
SFN 17996 (4-2023)

G-___ ___ ___ ___(___ ___ ___) ___
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization
Fort Abraham Lincoln Foundation

This organzation is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location			
Paragon Bowl			
Street	City	ZIP Code	County
1125 W. Villard	**Dickinson**	**58601**	**Stark**
Beginning Date(s) Authorized	Ending Date(s) Authorized		Number of Twenty-One tables, if zero, enter "0"
7/1/2025	**6/30-2026**		2

Specific location where games of chance will be conducted and played at the site **(required)**
Whole bar area except restrooms

If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of the event(s) if known

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must throughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site **(required)**

☐ Bingo	☐ Club Special	☐ Sports Pools
☐ **ELECTRONIC** Quick Shot Bingo	☐ Tip Board	☒ Twenty-One
☐ Raffles	☐ Seal Board	☐ Poker
☐ **ELECTRONIC** 50/50 Raffle	☐ Punchboard	☐ Calcuttas
☒ Pull Tab Jar	☐ Prize Board	☐ Paddlewheel with Tickets
☒ Pull Tab Dispensing Device	☐ Prize Board Dispensing Device	☐ Paddlewheel Table
☒ **ELECTRONIC** Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

1. City/County - Retain a **copy** of the Site Authorization for your files.
2. City/County - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval

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Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240

RENTAL AGREEMENT

OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (7-2023)

License Number (Office Use Only)

Site Owner (Lessor)		Site Name		Site Phone Number
Paragon Bowl		Champs		(701) 225-2345
Site Address	**City**	**State**	**Zip Code**	**County**
1125 West Villard	Dickinson	ND	58601	Stark
Organization	**Rental Period**			**Monthly Rent Amount**
Fort Abraham Lincoln Foundation	July 1, 2025	to	June 30, 2026	

1. Is Bingo going to be conducted at the site?	☒ No ☐ Yes		
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.	☐ No ☐ Yes	$	
2. Is Twenty-One conducted at this site?	☐ No ☒ Yes	$	
Number of Tables with wagers up to $5 ____ X Rent per Table $ ____			
Number of Tables with wagers over $5 2 X Rent per Table $ 300		$	600
3. Is Paddlewheels conducted at this site?	☒ No ☐ Yes	$	
Number of Tables ____ X Rent per Table $ ____			
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site?	☐ No ☒ Yes	$	325
Please Check: ☒ Jar Bar ☒ Standard Dispensing Device			
5. Are Electronic Pull-Tabs conducted at this site?	☐ No ☒ Yes	$	1,250
If "Yes" please indicate the number of devices 10			
Total Monthly Rent		$	2,175
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. ☐			

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a credit ticket voucher from an electronic tab device, winning pull tab involving a dispensing device, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device, and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessors on call or temporary or permanent employee(s) will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming credit ticket vouchers from an electronic pull-tab device, or pull tabs or prize boards involving a dispensing device, the lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

A LESSOR who is an officer or board member of an organization may not participate in the organization's decision-making that is a conflict of interest.

At the LESSOR's option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor	Title	Date
[signature]	Dawn	4/7/2025
Signature of Lessee	Title	Date
Aaron L Barth	Executive Director	04/01/2025

GAMING SITE AUTHORIZATION

ND OFFICE OF ATTORNEY GENERAL
SFN 17996 (4-2023)

G - ___ ___ ___ ___ (___ ___ ___) ___
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization
Dunn County Fair Association

This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location			
Phat Fish Brewing			
Street	City	ZIP Code	County
1031 W. Villard St.	**Dickinson**	**58601**	**Stark**
Beginning Date(s) Authorized	Ending Date(s) Authorized		Number of Twenty-One tables, if zero, enter "0"
July 1, 2025	**June 30, 2026**		**1**

Specific location where games of chance will be conducted and played at the site **(required)**
Gaming in enclosed room for EPT, PPT and 21 with Bingo throughout except bathrooms and kitchen

If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of the event(s) if known
Poker in Axe Room (only 21 and older allowed) Not Scheduled Yet

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must throughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site **(required)**

[X] Bingo	[ ] Club Special	[X] Sports Pools
[ ] **ELECTRONIC** Quick Shot Bingo	[ ] Tip Board	[X] Twenty-One
[X] Raffles	[ ] Seal Board	[X] Poker
[ ] **ELECTRONIC** 50/50 Raffle	[ ] Punchboard	[X] Calcuttas
[ ] Pull Tab Jar	[X] Prize Board	[ ] Paddlewheel with Tickets
[X] Pull Tab Dispensing Device	[ ] Prize Board Dispensing Device	[ ] Paddlewheel Table
[X] **ELECTRONIC** Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General	Date
Signature of City/County Official	**Date**
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

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Bismarck, ND 58505-0040
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RENTAL AGREEMENT

OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (7-2023)

License Number

Site Owner (Lessor)		Site Name		Site Phone Number
Tony and Kelli Schart		Phat Fish Brewing		(701)761-0170
Site Address	**City**	**State**	**Zip Code**	**County**
1031 W. Villard St.	Dickinson	ND	58601	Stark
Organization	**Rental Period**			**Monthly Rent Amount**
Dunn County Fair Association	July 1, 2025 to June 30, 2026			

1. Is Bingo going to be conducted at the site?	☐ No	☒ Yes	
1a. If "Yes" to number 1 above, is Bingo the **primary** game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.	☒ No	☐ Yes	$
2. Is Twenty-One conducted at this site?	☐ No	☐ Yes	$
Number of Tables with wagers **up to** $5 _____ X Rent per Table $ _____			
Number of Tables with wagers **over** $5 1 X Rent per Table $ 300			$ 300
3. Is Paddlewheels conducted at this site?	☒ No	☐ Yes	$
Number of Tables _____ X Rent per Table $ _____			
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site?	☐ No	☒ Yes	$ 325
Please Check: ☐ Jar Bar ☒ Standard Dispensing Device			
5. Are Electronic Pull-Tabs conducted at this site?	☐ No	☐ Yes	$ 1100
If "Yes" please indicate the number of devices 8			
Total Monthly Rent			$ 1725

6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. ☐

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a credit ticket voucher from an electronic tab device, winning pull tab involving a dispensing device, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device, and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessors on call or temporary or permanent employee(s) will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming credit ticket vouchers from an electronic pull-tab device, or pull tabs or prize boards involving a dispensing device, **the lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.**

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A LESSOR who is an officer or board member of an organization **may not** participate in the organization's decision-making that is a conflict of interest.

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Signature of Lessor	Title	Date
Tony Schart	Owner / manager	4/30/25
Signature of Lessee	Title	Date
[signature]	Executive Director / gaming manager	4/30/25

Dickinson City Commission Committee Assignments

Updated July 2, 2024

Committee Assignment	Ridl	Decker	Baer	Fridrich	Odermann	Staff Appt.	Meeting Dates
Community Action Board	1						4th Tuesday every 2 months - PD rep David Wilkie
Community Relations		1				1	1st Friday of every Month - Chamber - 8:00 a.m. - CA
Convention and Visitors Bureau					1	1	Monthly - CA
Dickinson Legacy Square Advisory Board		1	1				Monthly - CA
Dickinson Public Library Board					1		Monthly - Second Tuesday - 4:00 PM - Linda
Dickinson Regional Airport Authority			1				2nd Tuesday of month at 4:00 PM
DID Board	1						Monthly
Employee Pension Plan Boards/Future Fund		1		1		2	Quarterly at 9:00 AM - Linda & CA
Finance Committee	1	1				2	Quarterly at 1:00 p.m. - Linda & CA
Governmental Relations Community		1			1	1	3rd Thursday of every Month, Chamber 8:00 a.m. - CA
Joachim Museum Board (SWND Museum Foundation)			1	1			3rd Wednesday of month at 5:00 p.m.
Planning and Zoning		1		1			2nd Wednesday of month at 7:00 AM
Public Safety Advisory Committee			1		1		Quarterly
Roosevelt Custer Regional Council	1						Quarterly
Rotary						1	Weekly - Wednesdays - CA or Designee
Senior Grant Committee	1			1		2	One time per year - CA and DCA
Stark County Historical Society			1	1			3rd Wednesday of month at 5:30 p.m.
Stark County Job Development Member					1		Three times a year
Stark County Planning & Zoning Board	1				1		Thursday prior to County Comm Mtg at 3:00 PM
Stark Development Corp. Board		1				1	2nd Tuesday of month at 10:30 AM - CA
Stark Development Manufacturing Round Table		1				1	2nd Wednesday - every 2 months - 2:30 p.m. - CA
Subsidy Grant Committee	1			1		2	One time per year - CA and DCA
Sunrise Youth Bureau				1		2	Monthly - Last Friday - Linda - Joe Cianni
SW Regional Grant Committee	1		1			2	One time per year - CA and DCA
Youth Commission			1		1		Monthly - N.Wolla, Ex-Officio

QUARTERLY REPORT

January - March

FIRE DEPARTMENT

OUR SERVICES

FIRE SUPPRESSION

The City of Dickinson Fire Department is an ISO Class 3.

EMERGENCY MEDICAL

The City of Dickinson Fire Department operates as BLS non-transport QRU.

FIRE PREVENTION

The City of Dickinson Fire Department provides Fire Prevention and Public Education Services.

REGIONAL RESPONSE

The City of Dickinson Fire Department responds regionally for Haz-Mat, Structural Collapse and Confined Space.

OVERVIEW

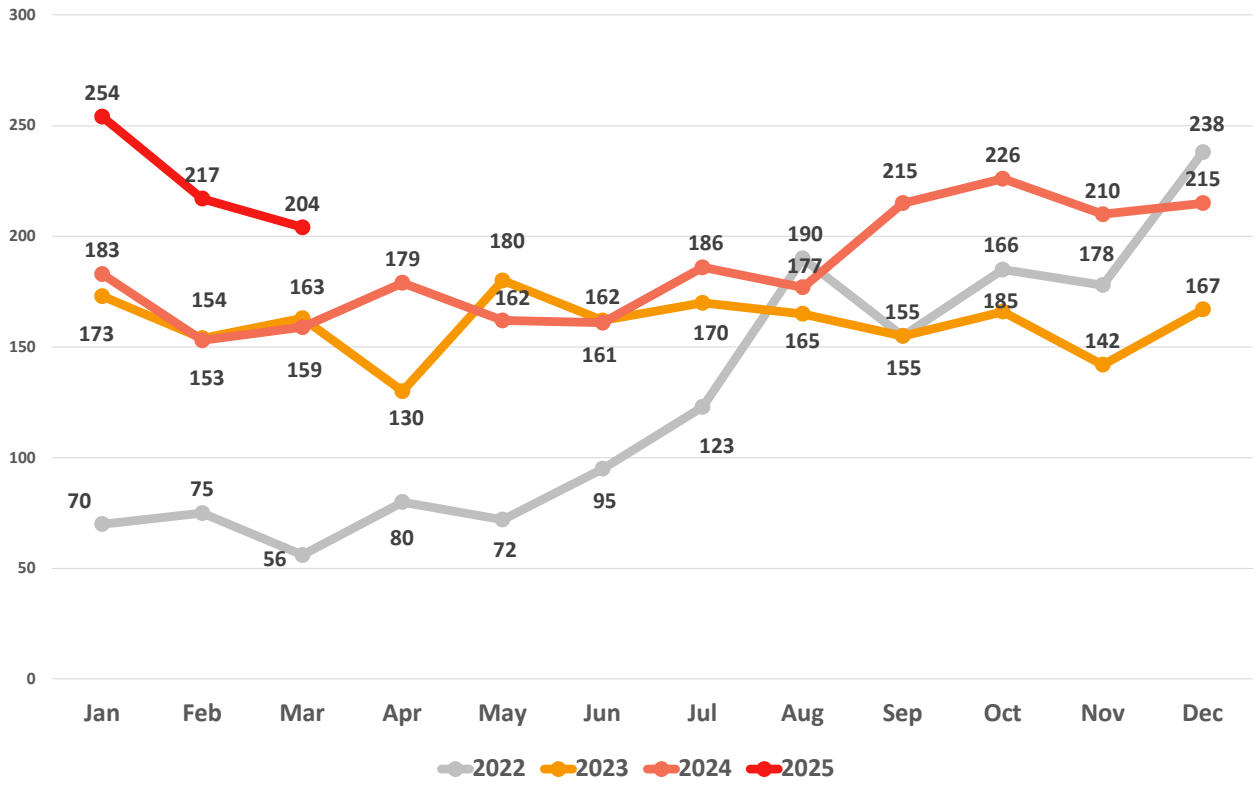
675

CALLS FOR SERVICE

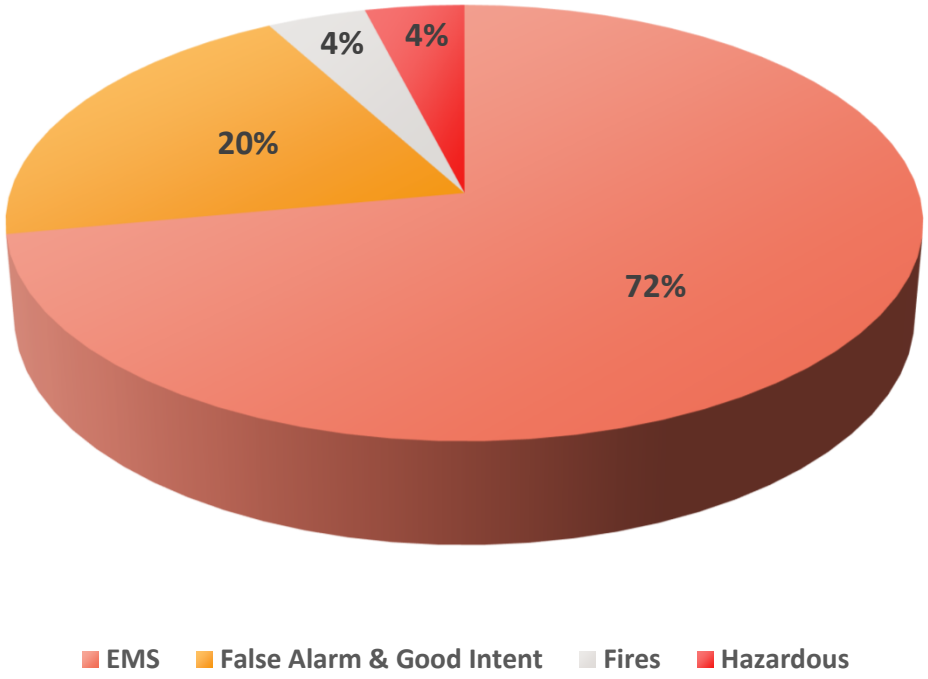
13%

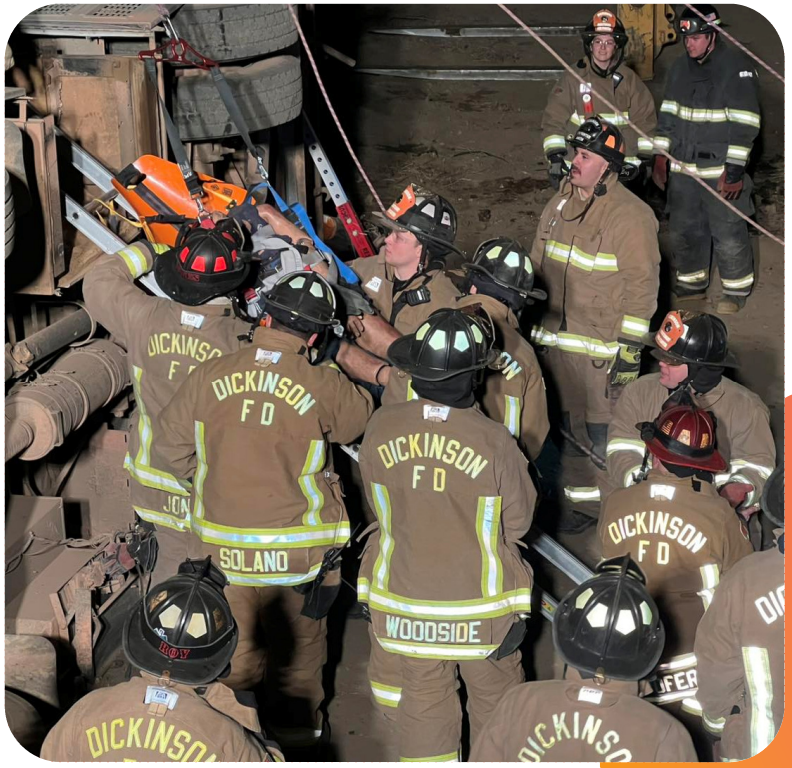
INCREASE FROM 2024

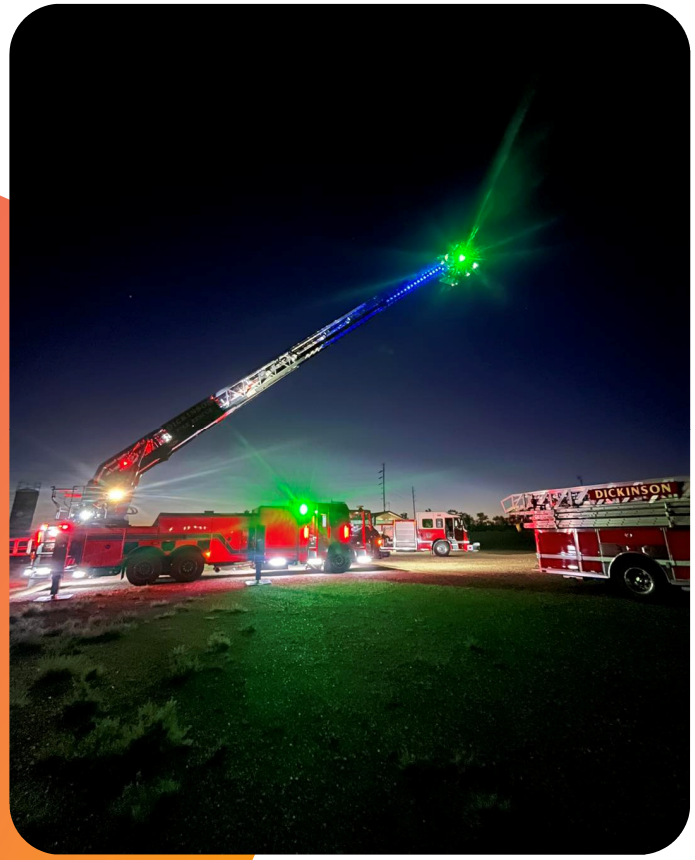
CALLS BY MONTH



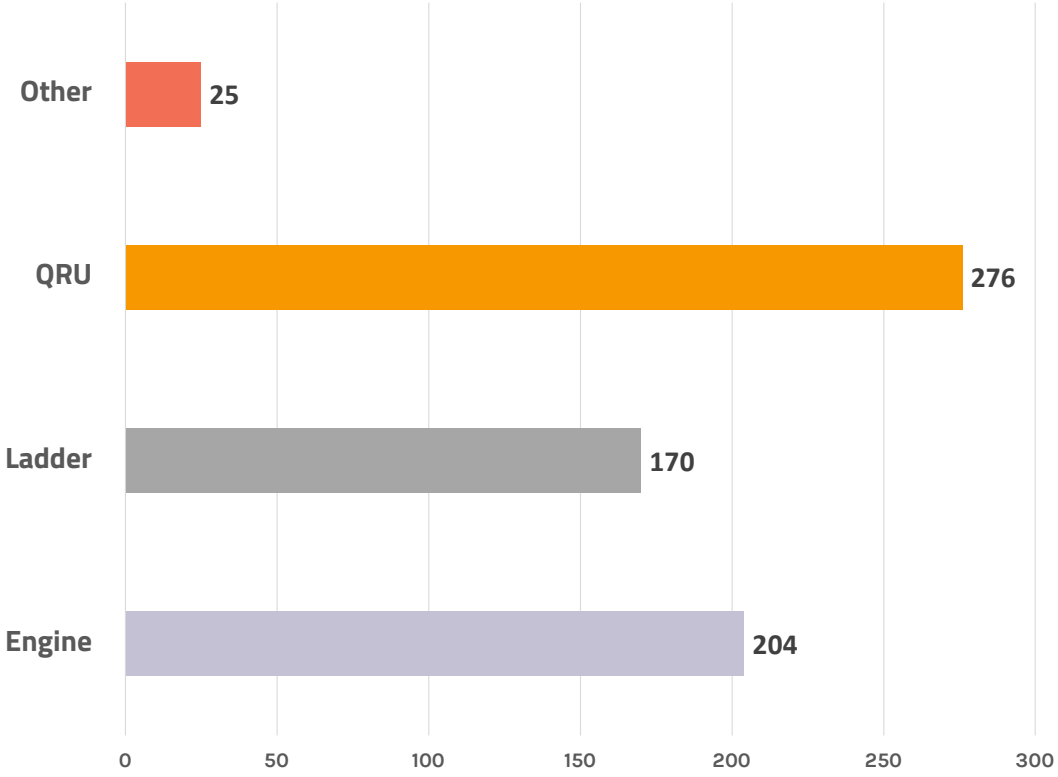
CALL TYPES


4%
4%
20%
72%
EMS
False Alarm & Good Intent
Fires
Hazardous

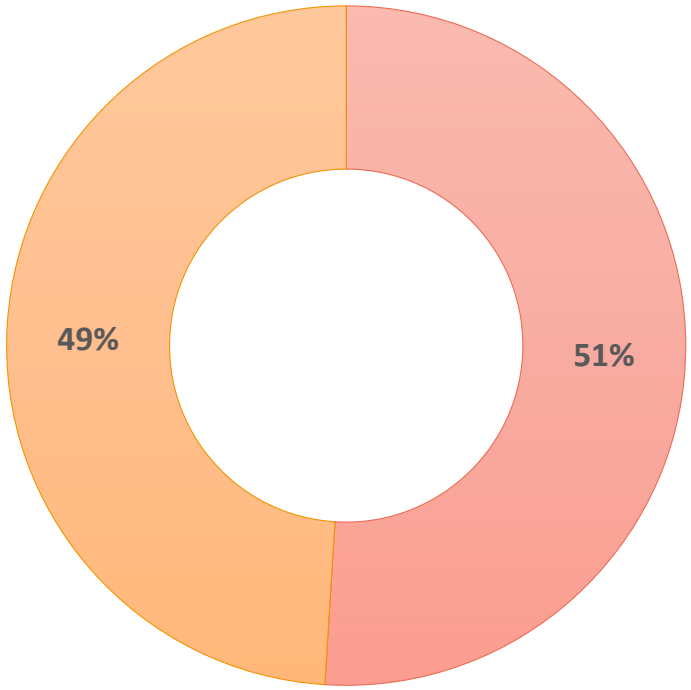

DICKINSON
F D
SOLANO
WOODSIDE

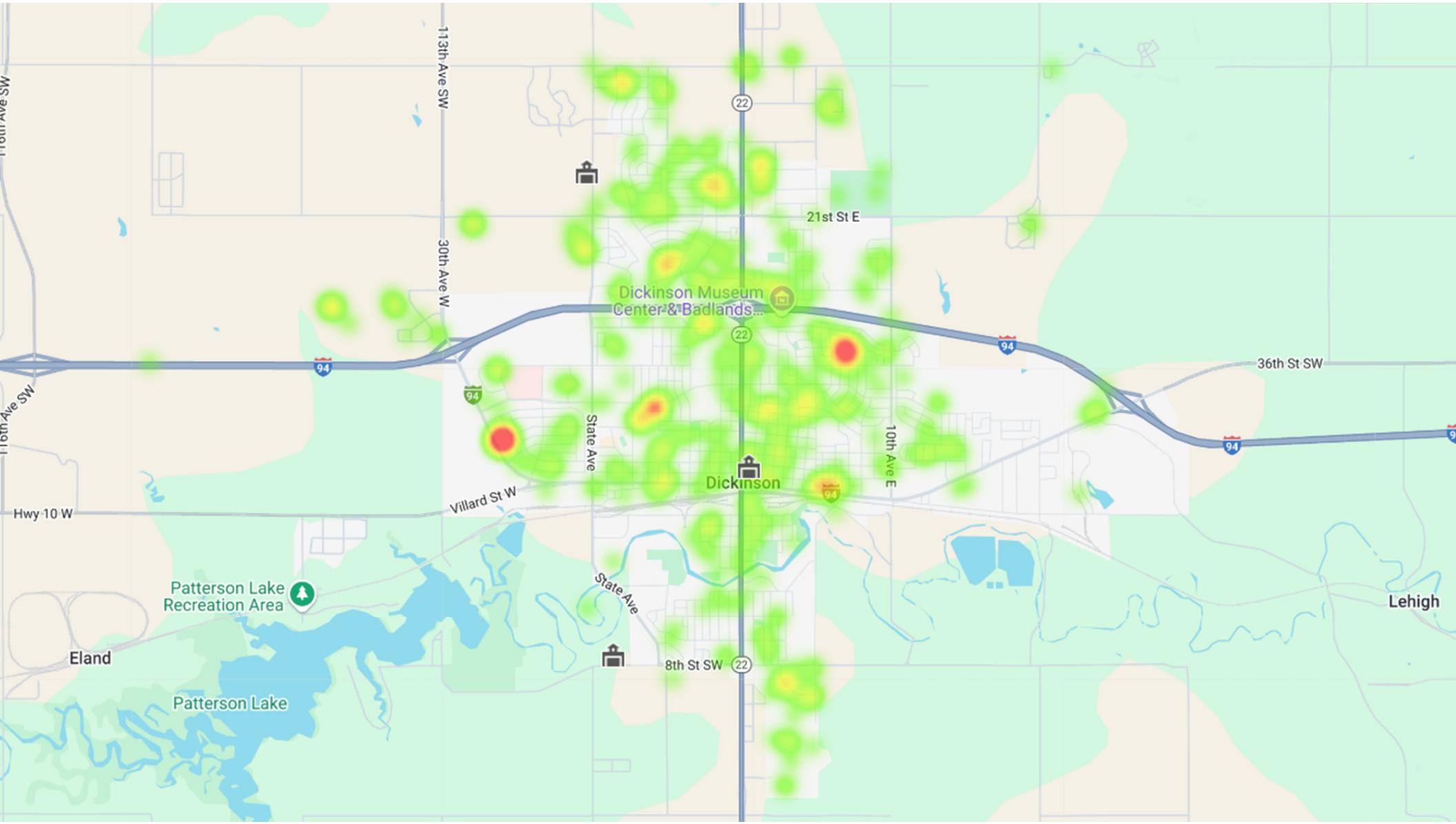


CALLS BY APPARATUS

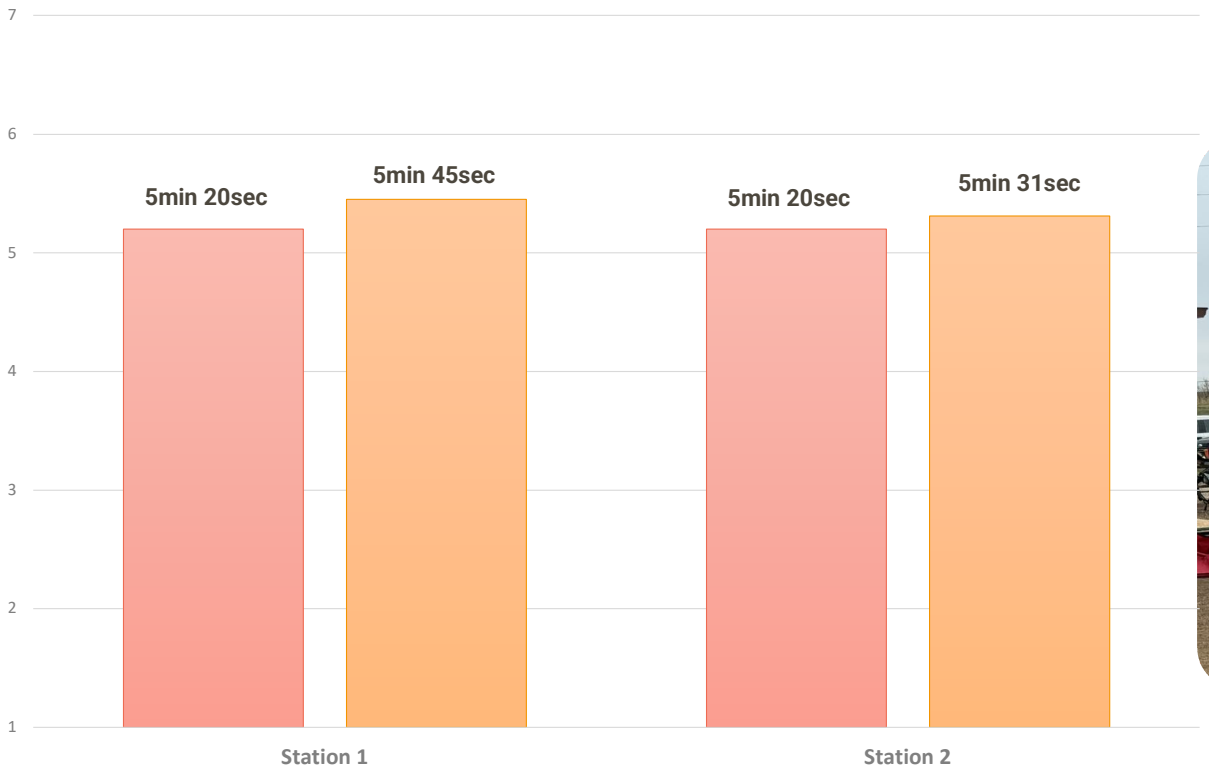


CALLS BY STATION




113th Ave SW
30th Ave W
21st St E
Dickinson Museum Center &Badlands...
36th St SW
16th Ave SW
State Ave
10th Ave E
Dickinson
Villard St W
Hwy 10 W
Patterson Lake Recreation Area
Eland
Patterson Lake
8th St SW
Lehigh
22
94

RESPONSE TIMES



TRAINING HOURS

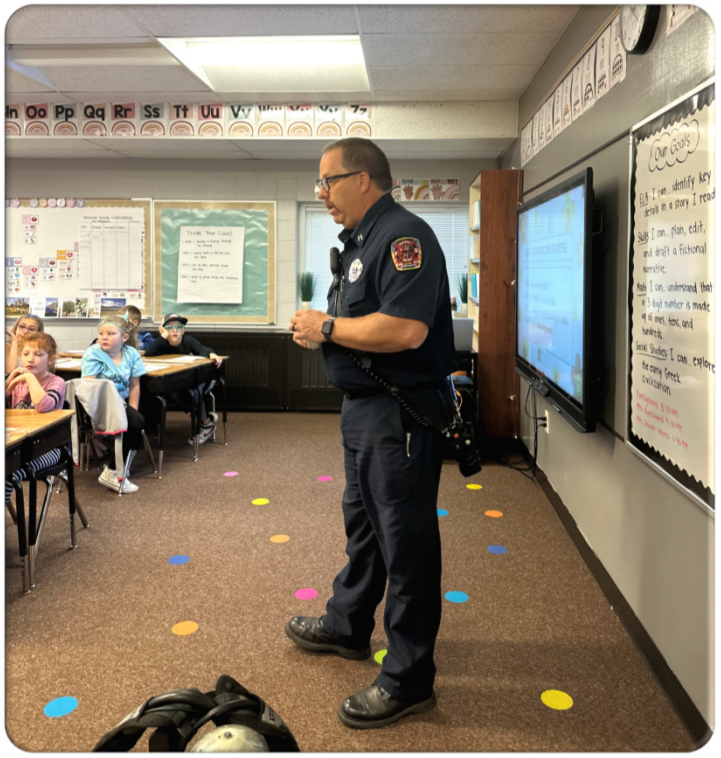
COMPANY	35%
OFFICER	190%
FACILITY	29%
HAZ-MAT	104%
EMS	138%

FIRE PREVENTION

191
Routine Inspections

86
Prevention Activities

8
Certificate of Occupancy



QUESTIONS?

CITY OF Dickinson North Dakota

Building & codes Memorandum

April 30, 2025

RE: May 6th Commission Meeting

REQUEST TO SET DEMOLITION HEARINGS FOR 219 5TH STREET EAST & 22 SOUTH 10TH AVENUE WEST

The Building & Codes Department is requesting demolition hearings for:

- **219 5th Street East** – E60' Lot 7, Block 37, Original Plat
- **22 South 10th Avenue West** – Lots 3-5, Block 26, Young's 5th Addition Plus Portion Vacated Street

Based on the following conditions:

- Lack of utilities
- Interior Dilapidation
- Exterior Dilapidation
- Abandonment for period far exceeding 6 months

The City Attorney will present the recommended hearing date(s).

Demolition Properties

Presented by: Code Enforcement Officer II Tiffany Stewart

Request to set Hearing Date

CITY OF Dickinson North Dakota

219 5th Street East

CITY OF Dickinson North Dakota

219 5th Street East

- Unfit for Human Occupancy & Dangerous Building 3/24/24
- Demolition request 7/25/24
- Documentation going back to 2001
- No potable water since 2018
- Interior inspection completed 10/11/24
- Outstanding code violations
  - Junk, abandoned vehicles
- Building & Codes recommends the structures be demolished

CITY OF Dickinson North Dakota

22 S 10th Avenue West

CITY OF Dickinson North Dakota

22 S 10th Avenue West

- Dangerous building 8/24/21
- Demolition request 6/13/22
- Interior inspection completed 8/28/24
- Interior & exterior dilapidation
- No potable water
- Abandoned for period far exceeding 6 months
- Building & Codes recommends structures be demolished

CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota

Engineering Memorandum

April 29, 2025

RE: May 6th Commission Meeting

MASTER SERVICE AGREEMENT AMENDMENT WITH KLJ ENGINEERING, LLC

For your consideration is a master service agreement (MSA) amendment with KLJ Engineering, LLC. The MSA was originally dated January 22, 2018 with an amendment to extend the term to January 22, 2025. This MSA amendment will extend the term to December 31, 2025. Prior to December 31, 2025, Engineering staff will work with KLJ Engineering, LLC to update the MSA to the latest form.

The benefits of having a MSA versus providing individual project contracts are; consistent terms and conditions regardless of the project, clarity to the obligations and rights of both parties which reduces potential conflicts, and reduced review time by staff for future project contracts.

The City Engineering staff recommends approval.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2

Background Data

a. Effective Date of Engineer-Owner Agreement: January 22, 2018

b. Engineer: KLJ Engineering LLC

c. Owner: City of Dickinson

d. Project: Master Services Agreement

e. This Part of the Project: Term of the Agreement

Nature of Amendment (check all that apply)

- ☐ Additional services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☐ Modifications to payment to Engineer
- ☑ Modifications to time(s) for rendering Services

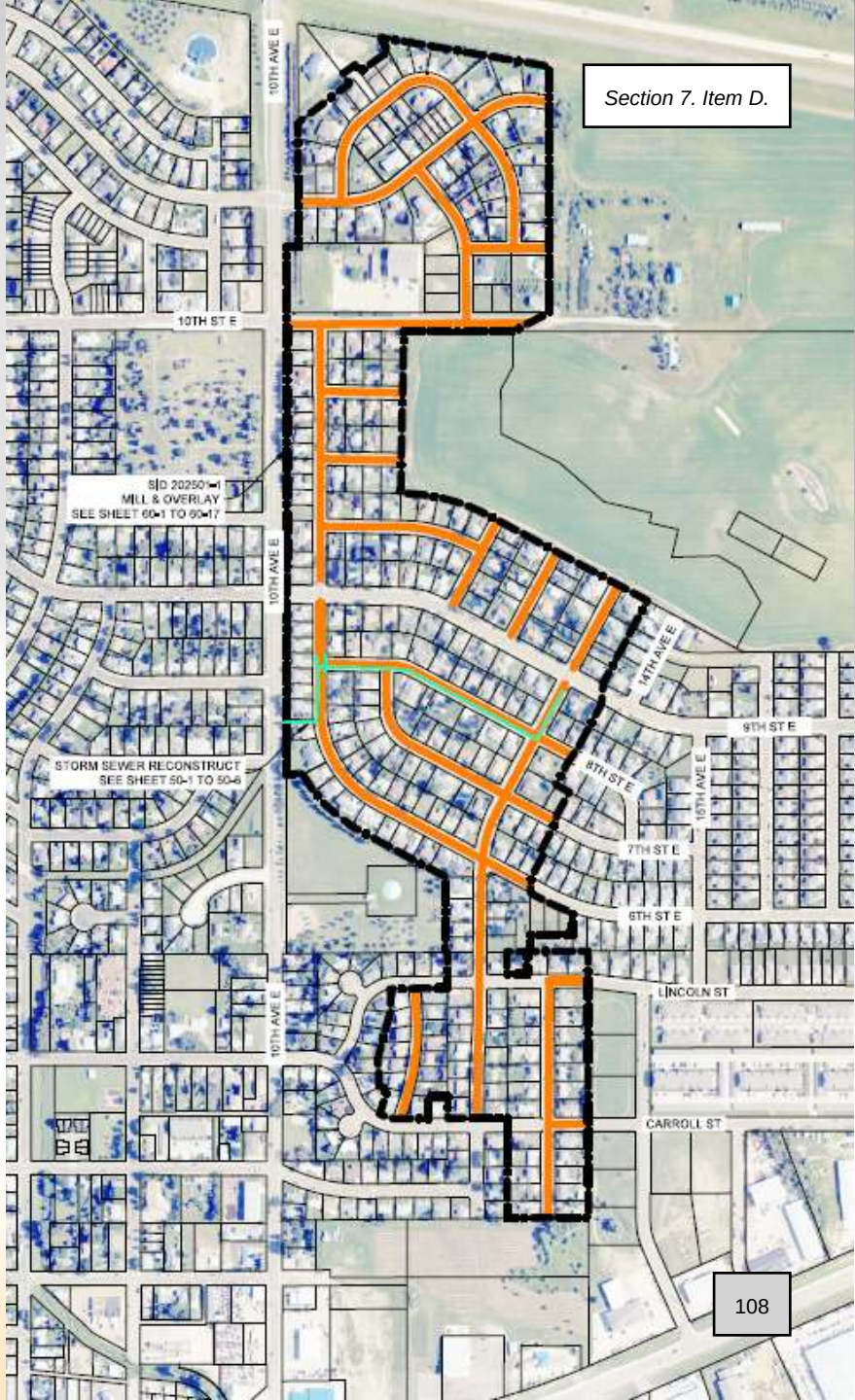
Description of Modifications:

The Term of the Agreement shall be extended from January 22, 2025, as established by Amendment 1, to December 31 2025.

Engineer and Owner hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is January 22, 2025.

ENGINEER: KLJ Engineering LLC	OWNER: City of Dickinson
By: _____	By: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

2025 Road Maintenance



CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota

Engineering Memorandum

April 29, 2025

RE: May 6th Commission Meeting

2025 ROAD MAINTENANCE – TASK ORDER AWARD AMENDMENT TO KLJ ENGINEERING, LLC

For your consideration is a task order amendment with KLJ Engineering, LLC to perform construction engineering services for the 2025 Road Maintenance project for an hourly not to exceed amount as specified in the contract of **$580,000.00**. The City Attorney has reviewed this task order amendment and has no comments. The project construction engineering scope of work is to be paid for using Gross Production Tax (GPT).

Included in the scope of work are the following tasks: mark concrete for the special improvement district for repair or replacements, two full time resident project representatives during construction, contract administration, field survey for the asbuilt documents and maps, and final special assessment calculations and letters.

The city engineering staff recommends approval.

This is **EXHIBIT K**, consisting of 2 pages, ref
and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated January 22, 2018 and amended October 23, 2019.

Amendment No. 1 to Task Order No. 2404-00273

1. Background Data:

A. Effective Date of Task Order: March 19, 2024

B. Owner: City of Dickinson

C. Engineer: KLJ Engineering LLC

D. Specific Project (title): 2025 Road Maintenance Project (City of Dickinson No. 202501)

E. Specific Project (description): Professional Services consisting of Preliminary Engineering, Design, Bidding and Construction Administration associated with the City of Dickinson 2025 Road Maintenance

2. Description of Modifications

Summary: The purpose of Task Order Amendment No. 1 is to provide construction and post-construction phase services.

A. Engineer shall perform the Additional Services:

1. Provide services described in the attached Exhibit A and Exhibit D.
2. The following summary is the basis for Engineer's compensation to complete services described above.
   a. Prior to construction, Engineer shall mark all concrete removals within designated Special Improvement Districts as either replacement or repair, based on the City of Dickinson's Concrete Repair and Removal Standard Operating Procedure (3 weeks).
   b. Construction will occur between May 19, 2025 to November 1, 2025 (24 weeks).
   c. Two Residential Project Representatives (RPRs) will be provided for 12 weeks during paving and storm sewer installations; otherwise, one RPR will be on site during the construction period. The RPR hours and associated fee is based on an average of 60 hours per week.
   d. The engineer of record will conduct site visits on average of 16 hours per week.
   e. Up to eleven, 10-hour mobilizations for a two-person survey crew are included. Surveys are anticipated to include existing pavement/curb & gutter grade checks, storm sewer staking, and blue topping (Frontage Road).

B. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: ***N/A***

C. The responsibilities of Owner with respect to the Task Order and previous amendments, if any, are modified as follows:

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1. Provide the review, approvals and access to property(s) as indicated in Section 2.01.A.1 of Construction Drawings, as well as fulfill responsibilities of the City of Dickinson as identified in Project governing specifications.

D. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A) **		
a. Study and Report Phase, Preliminary Design, Final Design, & Bidding Phase	N/A	N/A
b. Construction and Post-Construction Phases*	$580,000.00	Hourly Rates
TOTAL COMPENSATION (lines 1.a-b)	$580,000.00	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	Hourly Rates

*Based on a 24 - week continuous construction period.
**Will not be exceeded without Owner's written approval.

E. The schedule for rendering services under this Task Order is modified as follows:

Pre-Construction Surveying: April 28, 2025 to May 17, 2025 (3 weeks)
Construction Observation Phases: May 19, 2025 to November 1, 2025 (24 weeks)
Post-Construction Phase: November 3, 2025 to January 31, 2026

F. Other portions of the Task Order (including previous amendments, if any) are modified as follows: ***N/A***

3. Task Order Summary (Reference only)

a.	Original Task Order amount:	$260,000.00
b.	Net change for prior amendments:	$0.00
c.	This amendment amount:	$580,000.00
d.	Adjusted Task Order amount:	$840,000.00

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is May 6, 2025.

OWNER: City of Dickinson		ENGINEER: KLJ Engineering LLC	
By:		By:	
Title:	President of City Commission	Title:	
Date Signed:		Date Signed:	

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This is **EXHIBIT A**, consisting of 10 pages, referred to in and part of the **Task Order Amendment 1** dated March 24, 2025.

Engineer's Services for Task Order: Dickinson 2054 Road Maintenance (Amendment No.1)

PART 1—BASIC SERVICES

A1.01 *Study and Report Phase Services—(Previously Completed)*

A1.02 *Preliminary Design Phase—(Previously Completed)*

A1.03 *Final Design Phase—(Previously Completed)*

A1.04 *Bidding or Negotiating Phase—(Previously Completed)*

A1.05 *Construction Phase - Surveying*

A. Upon written approval of the site plan from the City and upon authorization from Owner or Constructor, Engineer shall provide construction surveys and staking to enable Constructor to perform its work. Constructor or Owner will be responsible for all construction surveys not listed below; staking requests in addition to the specific items listed below or in excess of Engineer's budgeted number of mobilizations will be provided as Additional Services. Re-staking of previously completed work due to no fault of Engineer will be provided as Additional Services. The following construction surveying services shall be provided:

1. *Construction Surveying*

   a. Baselines and Stationing
      1) Number of Site Visits: Two (2)
      2) Set station offsets for Storm Sewer alignment, 21st Street E Frontage Road
      3) As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Constructor to proceed.

   b. Existing Curb & Gutter Topographic Survey (Reconstruction of curb lines for Adams Ave and Baker Ave)
      1) Number of Site Visits: One (1)
      2) Analyze curb grades to set proposed centerline and TBC line and grade.

   c. Grade Staking (Construction of Frontage Road)
      1) Number of Site Visits: Two (2)
      2) Set centerline subgrade cut stakes – centerline at 50-foot intervals
      3) Blue top of aggregate base course prior to paving – centerline at 50-foot intervals

   d. Curb & Gutter or Edge of Pavement staking
      1) Number of Site Visits: Three (3)

2) Stake every 25 feet at 3-foot offset from back of curb or edge of pavement as needed along long stretches of replacement (Adams Ave, Baker Ave, 8th St E, Frontage Road, etc.).

e. Water, Sanitary & Storm Manholes
   1) Number of Site Visits: Three (3)
   2) Stake center of gate valves and manhole castings within roadway.

A1.06 ***Construction Phase - Observation***

A. Engineer shall provide:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. Owner's instructions to Constructor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Constructor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Selecting Independent Testing Laboratory:* To be provided by Constructor.

3. *Preconstruction Meeting:* Attend up to one (1) preconstruction meeting in-person with the Owner and Constructor.

4. *Schedules:* Receive, review, and determine the acceptability of construction and project schedules that Constructor is required to submit to Engineer.

5. *Visits to Site Observation of Construction and Construction Meetings:* In connection with observations of Constructor's Work while it is in progress:

   a. Engineer to mark all concrete removals within designated Special Improvement Districts as either replacement or repair, based on the City of Dickinson's Concrete Repair and Removal Standard Operating Procedure.

   b. Construction Meetings: Attend up to thirteen (13) one-hour long construction progress meeting(s) in-person or via teleconference.

   c. Site Visits for observation of construction:

      1) The engineer of record will conduct site visits on average of 16 hours per week, with a minimum of one RPR on Site, full-time.

   d. Meetings and visits to the Site may be made concurrently and will be conducted at intervals appropriate to the various stages of construction, to observe as an experienced and qualified design professional the progress of Constructor's executed Work or to attend construction meetings. Such visits and observations by Engineer are not intended to be exhaustive or to extend to every aspect of Constructor's Work in progress or to involve detailed inspections of Constructor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on

Engineer's exercise of professional judgment. Based on information obtained during such visits, observations or meetings, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. When the number of site visits or meetings listed above is exceeded the Engineer shall conduct site visits or attend meetings requested by the Owner as an Additional Service.

e. The purpose of Engineer's visits to the Site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Constructor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Constructor's Work in progress, supervise, direct, or have control over Constructor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Constructor, for security or safety at the Site, for safety precautions and programs incident to Constructor's Work, nor for any failure of Constructor to comply with Laws and Regulations applicable to Constructor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work in accordance with the Contract Documents.

6. *Clarifications and Interpretations; Requests for Information; Field Orders; Work Change Directives; Change Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Constructor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents. Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required. Major changes to the design requested by the Owner or Constructor and approved by the Owner will be completed as Additional Services. The assumed number of each are quantified below:

   a. Clarifications, Interpretations, or RFI's: Six (6)
   b. Field Orders or Work Change Directives: Zero (0)
   c. Change Orders: Three (3)

7. *Shop Drawings and Samples:* Review and take appropriate action in respect to Shop Drawings and Samples and other data which Constructor is required to submit, up to two (2) times, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

8. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Constructor, but subject to the provisions of this Exhibit under "Additional Services Not Requiring Owner's Authorization".

9. *Inspections and Tests:* Require such special inspections or tests of Constructor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

10. *Disagreements between Owner and Constructor*: Render decisions on all duly submitted issues relating to the acceptability of Constructor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Constructor's Work; review each duly submitted Claim by Owner or Constructor, and either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Constructor and shall not be liable in connection with any decision rendered in good faith in such capacity.

11. *Defective Work:* Make recommendation to Owner to Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

12. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Constructor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Constructor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Constructor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Constructor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Constructor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

    b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Constructor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Constructor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Constructor's Work for the purposes of recommending payments nor

Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Constructor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Constructor's compliance with Laws and Regulations applicable to Constructor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Constructor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Constructor that might affect the amount that should be paid.

c. It is assumed that the Engineer will complete up to six (6) applications for payment to be submitted to the Owner at the request of the Constructor.

13. *Constructor's Completion Documents:* Receive and review schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under "*Shop Drawings and Samples"*, and transmit the annotated record documents which are to be assembled by Constructor in accordance with the Contract Documents to obtain final payment. The extent of such review of record documents shall be to check that Constructor has submitted all pages.

14. *Final Notice of Acceptability of the Work:* Conduct one (1) visit to prepare Constructor's punch list and conduct one (1) final visit to determine if the completed Work of Constructor is acceptable so that Engineer may recommend, in writing, final payment to Constructor. Accompanying the recommendation for final payment, Engineer shall also provide a "Final Review and Acceptance" that the Work is acceptable (subject to the provisions of *"Applications for Payment"*) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

15. *Special Assessment District*: Part of this project includes two special assessment districts, for which the Engineer will provide the following services:

    a. Landowner Correspondence: Engineer will meet with and answer questions from landowners, as received, verify removals markings in the fields, as requested by landowners, and complete additional work forms. Assumes that the Engineer will attend up to 20 meetings with landowners.

    b. Engineer to assist with issuing letters to the landowners after pre-construction meeting to notify landowners on when and where the project is likely to begin.

    c. Engineer will track individual concrete quantities to be assessed to each individual parcel and create a table of quantities and costs to be assessed at the end of construction.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof for which the Engineer provided services and will terminate upon written recommendation by Owner for final payment to Constructors. If the Project involves more than one prime contract as indicated in Final Design Phase, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be

entitled to an equitable increase in compensation if Construction Phase services are required after the original date for completion and readiness for final payment of Constructor as set forth in the Construction Contract, or if the number of prime contracts exceeds the specified number in the Final Design Phase.

C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Constructor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Constructor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Constructor to perform or furnish the Work in accordance with the Contract Documents.

A1.07 ***Post-Construction Phase***

A. After acceptance by Owner of the Construction Phase, Engineer shall:

1. Provide Record Drawings of the site following completion of construction using redline set provided by Constructor and existing conditions survey of the improvements. The record drawings will include major alterations to proposed concrete items, landowners who contracted concrete work apart from the Constructor in Agreement with the City, approximate extents of full-depth road repair areas, and any updated manhole or gate value locations.

2. Special Assessment District: Engineer will assist the City in preparing final mailings notifying property owners of final assessment costs. Engineer will print the letters and stuff envelopes. City to provide envelopes and postage and mail the letters. Engineer will also be available to answer questions from up to twelve (12) landowners and conduct up to five (5) site visits with the landowner regarding assessment costs.

3. Engineers scope does not include preparation of an ALTA survey which can be provided as an Additional Service.

B. The Post-Construction Phase will be considered complete upon delivery of the Record Drawings to the Owner and four (4) weeks after Special Assessment letters are mailed to the landowners.

A1.08 *Commissioning Phase – Not Included*

A1.09 *Other Services – Not Included*

PART 2 – ADDITIONAL SERVICES

A2.01 ***Additional Services Requiring Owner's Authorization***

A. If requested or authorized by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below. Engineer shall proceed with such Additional Services with the understanding that the Engineer will be paid hourly for such services at the Engineer's standard hourly rates unless an agreement has been reached between the parties for other methods of payment. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.

1. Services in addition to those defined under Basic Services including but not limited to: study and report phase services, marketing/graphical exhibits, environmental studies, cultural/archeological studies, traffic impact analysis, permitting, permit application materials, requests for zoning

change or any deviation or variance from local standards or zoning regulations, or any entitlements services such as lot modifications, platting, easements, etc.

2. Design services in addition to those defined under Basic Services including but not limited to: lighting, fencing, landscape, water, sanitary, storm sewer, stormwater treatment or sediment removal systems, structural design including but not limited to foundations and retaining walls, mechanical engineering services or pumping systems, geotechnical engineering or services to aid in the completion of their recommendations, or design of offsite improvements.

3. Preparation for, and attendance at, a public presentation, meeting or hearing other than specified under Basic Services.

4. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

5. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

6. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, character of construction, method of financing, or Owner's schedule or coordination causing unreasonable delay in the orderly and sequential progress of the Engineer's services; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

7. Services resulting from Owner's or Constructor's request to modify previously approved deliverables or to evaluate additional alternative solutions beyond those agreed to under Basic Services.

8. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

9. Services resulting from conflicting direction from the Owner or from multiple representatives of the Owner.

10. Services provided beyond the dates specified in the Engineer's original schedule.

11. Services required to provide copies of drawings, reports, specifications and other necessary information to the Owner in a format other than AutoCad, PDF, or paper copy or to other consultants or Constructors in a format other than PDF or paper copy.

12. Providing renderings, models or electronic grading files or releases for Owner's or Constructor's use, including services in support of building information modeling or civil integrated management, other than specified under Basic Services.

13. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed or furnished by Owner.

14. Furnishing services of Consultants for other than provided under Basic Services.

15. Providing data or services that were to be provided by the Constructor.

16. Services attributable to more prime construction Constructors than specified under Basic Services.

17. Services to arrange for performance of construction services for Owner by Constructors other than the principal prime Constructor, and administering Owner's contract for such services.

18. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner, or Constructor; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

19. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Constructor.

20. Modifying final approved design or digital files as may be required for Owner's or Constructor's use during construction.

21. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

22. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Constructor, Owner, utility companies, and other sources.

23. Preparation of operation, maintenance, or staffing manuals.

24. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

25. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

26. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

27. Preparing to serve or serving as a consultant or witness for Owner or Constructor in any litigation, arbitration, claim, dispute resolution, or other legal or administrative proceeding involving the Project.

28. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys (except as agreed to under Basic Services).

29. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner or Constructor.

30. Extensive services required during any correction period, or with respect to monitoring Constructor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

31. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 ***Additional Services Not Requiring Owner's Authorization***

A. Engineer shall advise Owner that the Engineer is performing or furnishing the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance authorization from Owner. Engineer shall proceed with such Additional Services with the understanding that the Engineer will be paid hourly for such services at the Engineer's standard hourly rates unless an agreement has been reached between the parties for other methods of payment. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.

1. Attending meetings requested by Owner or Constructor in addition to those specified as Basic Services.

2. Services in connection with work change directives and change orders to reflect changes requested by Owner or Constructor.

3. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after beginning the Bidding Phase of the Construction Documents in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

4. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

5. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Constructor.

6. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.

7. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Constructor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

8. Services during the Construction Phase rendered after the original date for completion of the Work referred to in this Agreement.

9. Reviewing a Shop Drawing more than two (2) times, as a result of repeated inadequate submissions by Constructor.

10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Constructor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

This is **EXHIBIT D**, consisting of 4 pages, referred to in and part of the **Task Order Amendment 1** dated March 24, 2025.

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

D1.01 *Resident Project Representative*

A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.06, as incorporated in this Task Order, are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Constructor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Constructor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals prepared by Constructor and consult with Engineer concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Constructor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Constructor's safety meetings).

4. *Liaison*

a. Serve as Engineer's liaison with Constructor. Working principally through Constructor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

b. Assist Engineer in serving as Owner's liaison with Constructor when Constructor's operations affect Owner's on-Site operations.

c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

5. *Clarifications and Interpretations:* Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed and transmit to Constructor clarifications and interpretations as issued by Engineer.

6. *Shop Drawings:*

a. Record date of receipt and approval of Shop Drawings.

b. Advise Engineer and Constructor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Constructor, or has not been approved by Constructor or Engineer.

7. *Modifications:* Consider and evaluate Constructor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Constructor in writing (i.e. Field Order, Work Change Directive, or Change Order) decisions as issued by Engineer.

8. *Review of Work; Rejection of Defective Work*

a. Conduct on-Site observations of Contactor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. One full time Resident Project Representative (RPR) will be onsite during the construction period. One additional RPR will be provided for four (4) weeks during the paving operations. A third RPR will be provided for eight (8) weeks during the storm sewer installation. The estimated RPR hours and associated fee is based on an average of 60 hours per week.

c. Report to Engineer whenever RPR believes that any part of Constructor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

9. *Inspections and Tests*

a. Consult with Engineer in advance of scheduled inspections and tests.

b. Review test results required by the Contract Documents.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures.

10. *Records*

a. Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Constructor, and other Project-related documents.

b. Record data relative to questions of change orders, field orders, work change directives or changed conditions, daily activities, decisions, observations in general, materials test reports, site photographs, and specific observations in more detail as in the case of observing test procedures.

c. Maintain records for use in preparing Specific Project documentation.

d. Upon completion of the Work, furnish RPR Project documentation to Engineer.

11. *Payment Requests:* Review applications for payment with Constructor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

12. *Certificates:* During the course of the Work, verify that materials and other items required by the Contract Documents to be constructed and furnished by Constructor are applicable to the items actually installed and in accordance with the Contract Documents. Deliver documentation of verification to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

13. *Completion*:

a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion, and the preparation of lists of items to be completed or corrected.

b. Participate in a final visit to the Project in the company of Engineer, Owner, and Constructor, and prepare a final list of items to be completed and deficiencies to be remedied.

c. Observe whether all items on the final punch list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Constructor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of the Constructor's work.

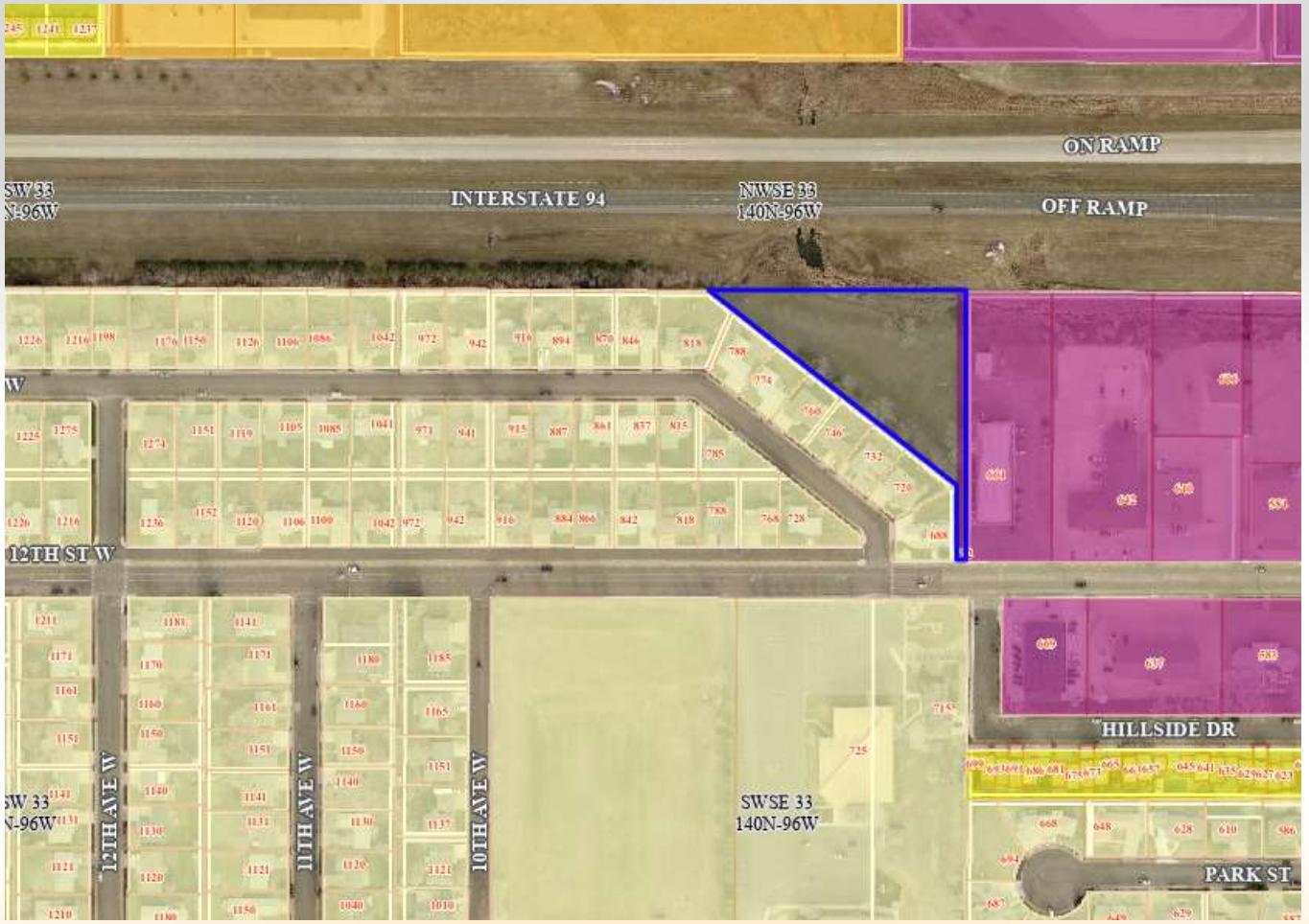
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Constructor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept shop drawing or sample submittals from anyone other than Constructor.

8. Authorize Owner to occupy the Specific Project in whole or in part.

DICKINSON PARKS & REC ZONING MAP AMENDMENT (REZ-001-2025)



CITY OF Dickinson North Dakota

Dickinson Parks And Recreation Zoning Map Amendment Staff Report

To: City of Dickinson Board of Commissioners
From: City of Dickinson Community Development Services
Date: April 2, 2025
Re: REZ-001-2025 Dickinson Parks and Recreation Zoning Map Amendment

OWNER/APPLICANT
Craig Pearson/Dickinson Parks & Recreation
2004 Fairway Street
Dickinson, ND, 58601
dprd@dickinsonparks.org
(701) 456-2071

Public Hearing	April 9, 2025	Planning and Zoning Commission
Public Hearing	April 15, 2025	City Commission
Final Consideration	May 6, 2025	City Commission

The applicant is requesting the approval of a zoning map amendment from unzoned and Community Commercial (CC) to Public (P) for Part of Block 4 of the Nuhaven Second Addition Subdivision, located within the City of Dickinson. The purpose of this rezoning is to allow the Park District to utilize the space for plantings to establish a community orchard.

Staff recommendation: Staff recommends approval of this rezone.

LOCATION

CURRENT ZONING	**Unzoned & CC**
FUTURE LAND USE MAP DESIGNATION	**PARKS/RECREATION**
GROSS SITE ACREAGE	**+/- 3.40 acres**
LOTS PROPOSED	**N/A**

ADJACENT ZONING & LAND USE		
Direction	**Zoning**	**Land Use**
North	R-3	Interstate ROW; Undeveloped
East	CC	Commercial
South	R-1	Single-family residential
West	R-1	Single-family residential

COMPATIBILITY, COMPLIANCE, AND RECOMMENDATIONS

Compatibility with the Comprehensive Plan

According to the City's Comprehensive Plan Future Land Use Map (FLUM), the subject property is designated PARKS/RECREATION. This zoning map amendment request is consistent with this FLUM designation.

Compliance with The Zoning Ordinance

The eastern 15 feet of parcel is currently zoned as Community Commercial (CC), while the remainder is unzoned. According to Section 62-160 of the Zoning Ordinance, "A base district designation shall apply to each lot or site within the City and its planning jurisdiction. A site must be in one base district." The proposed rezone adds a zoning district to unzoned land, and eliminates the partial CC zoning, bringing the lot into compliance with the Municipal Code.

According to the applicant, the proposed community orchard plan will be properly screened from the adjacent single-family residential to the West.

Public Input: As of the date of this report, City staff has not received any public comments.

Staff Recommendation: The City Development Team staff recommends approval of REZ-001-2025.

MOTIONS:

*****Approval*****

"I move the City of Dickinson Planning and Zoning Commission recommend approval of **REZ-001-2025: The Dickinson Parks and Recreation Rezoning Request** *as being consistent with the City of Dickinson Comprehensive Plan, as being compliant with the City of Dickinson Zoning Ordinance, and as being in the interest of the public health, safety and welfare "*

(AND) the following additional requirements **(IF THE PLANNING AND ZONING COMMISSION RECOMMENDS ANY ADDITIONS AND/OR DELETIONS TO THE PROPOSED MOTION LANGUAGE):**

1. _____;
2. _____.

*****Denial*****

"I move the Dickinson Planning and Zoning Commission recommend Denial of **REZ-001-2025: The Dickinson Parks and Recreation Rezoning Request** *as NOT being consistent with the City of Dickinson Comprehensive Plan, as not being compliant with the City of Dickinson Zoning Ordinance, and as being contrary to the interest of the public health, safety and welfare."*

ORDINANCE NO. 1817

AN ORDINANCE AMENDING THE DISTRICT ZONING MAP FOR REZONING AND RECLASSIFYING DESIGNATED LOTS, BLOCKS OR TRACTS OF LAND WITHIN THE ZONING JURISDICTION OF THE CITY OF DICKINSON, NORTH DAKOTA.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF DICKINSON, NORTH DAKOTA, AS FOLLOWS:

Section 1: That the City of Dickinson Zoning Map as provided in the City Code Section 39.04.006, designating the area and boundaries of the "CC" and "P" zoning districts within the jurisdiction of the City of Dickinson, North Dakota, be amended as follows:

1. To reclassify and rezone a parcel from un-zoned and Community Commercial (CC) to Public (P) described as follows:

   Part of Block 4 of the Nuhaven 2nd Addition Subdivision in the NW¼SE¼, Section 33, Township 140 North, Range 96 West, City of Dickinson, Stark County

   Said Tract contains 3.4 acres, more or less.

Section 2: **Repeal of Ordinances in Conflict.** All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

Section 3: **Severability.** In the event any section of this Ordinance is held invalid by court of competent jurisdiction, the invalidity shall extend only to the section affected, and other sections of this Chapter shall continue in full force and effect.

Section 4: **Effective Date:** This Ordinance shall be in full force and effect form and after final passage.

Scott Decker, President
Board of City Commissioners

ATTEST

Dustin Dassinger, City Administrator

First Reading: April 15, 2025
Second Reading: May 6, 2025
Final Passage: May 6, 2025

CITY OF Dickinson North Dakota

Engineering Memorandum

May 1st 2025

RE: May 6th Commission Meeting

BRAUN INTERTEC CONTRACT – MATERIAL TESTING – 2025 ROAD MAINTENANCE

For your consideration is contract amendment with Braun Intertec to provide material testing for the 2025 Road Maintenance Project, 202501. The contract includes soils, concrete, and paving related testing and services as well as project consulting and reporting.

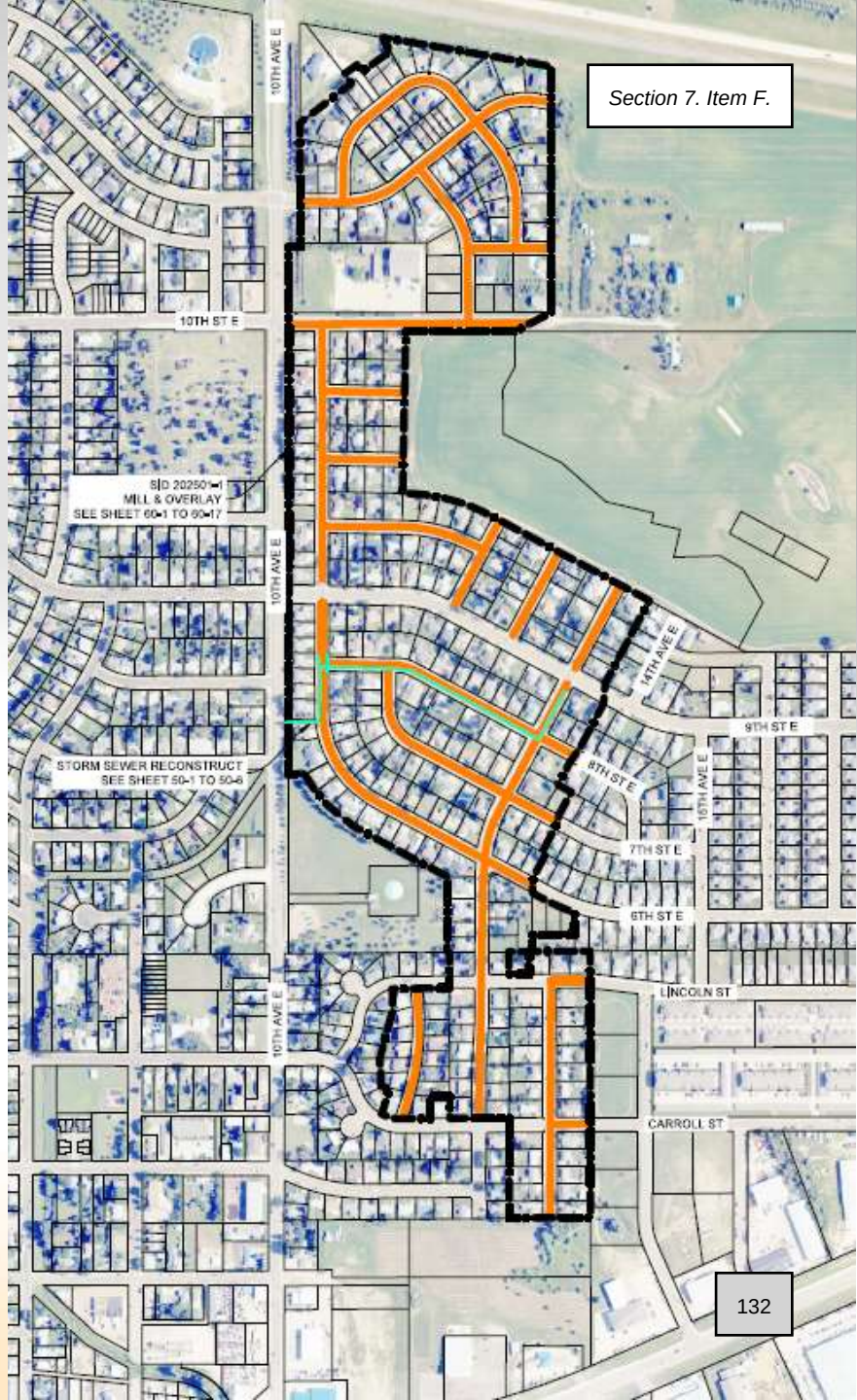
The testing is necessary to ensure the project is in compliance with design specifications and applicable ASTM & industry standards.

The amendment will be for $105,590 on a T&M basis. This work will be funded through the annual street maintenance funds.

The City Attorney has reviewed this contract amendment.

The City Engineering staff recommends approval.

2025 Road Maintenance



CITY OF Dickinson North Dakota

BRAUN INTERTEC
The Science You Build On.

Braun Intertec Corporation
2908 Morrison Avenue, Suite 3
Bismarck, ND 58504

Phone: 70
Fax: 701.255.7208
Web: braunintertec.com

April 15, 2025 Proposal QTB213183

Kris Keller
City of Dickinson
38 1st St W.
Dickinson, ND 58601

Re: Revised Proposal for Testing Services
City of Dickinson 2025 Road Maintenance
Dickinson, North Dakota

Dear Mr. Keller:

Braun Intertec Corporation is pleased to submit this proposal to provide testing services for the City of Dickinson 2025 Road Maintenance project.

Our Understanding of Project

We understand this project will include the construction of approximately 1,800 LF of storm sewer, 1,876 SY of subgrade preparation, 1,800 CY of aggregate, asphalt pavement, and various concrete work.

Available Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by KLJ, dated March 13, 2025.
- A geotechnical report prepared by Braun Intertec Corporation, dated November 19, 2024.

Project Approach and Staff Qualifications

Construction Materials Testing

Qualified technicians working under the direction of a professional engineer will provide the services. Experience and certification information is available upon request once we are provided with schedule information. Concrete technicians assigned to the project are ACI Concrete Field-Testing Technician – Grade I certified to conduct the required concrete testing. Soil technicians are certified to use a nuclear gauge for soil density testing, so test results can be determined on site and evaluated once the required laboratory testing is completed. Field test results will be verbally reported daily to the general contractor on site, with written field and laboratory reports distributed shortly after.

AA/EOE

Scope of Services

Services are performed under the direction of a licensed professional engineer, either on a full-time or periodic basis, depending on the construction schedule and when they are requested by the general contractor. After reviewing available information to determine compliance with project plans and/or specifications, other design or construction documents, and applicable ASTM and other industry standards, our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Perform laboratory mechanical analyses (gradations) of prospective fill materials.
- Perform laboratory Proctor tests to determine the maximum Proctor dry densities and optimum moisture contents of prospective fill materials.
- Test compacted fill placed below pavements, in utility trenches, and in areas for which compaction specifications have been provided, to determine if the relative compaction was achieved.

Concrete Related Services

- Sample and test the plastic concrete for slump, air content, temperature and prepare test cylinders for laboratory compressive strength testing with ACI level 1 field technicians.
- Perform laboratory compressive strength testing of the concrete samples.

Paving Related Services

- Measure the in-place density of the fresh bituminous with a nuclear density gauge to help the contractor develop a roll pattern for effective compaction.
- Perform laboratory density tests on bulk samples of bituminous mixes for mix design evaluation.

Engineering Consulting and Project Communication and Reporting Services

- Provide engineering consulting services, review test results and observations reports, and prepare required final reports.
- Management, including scheduling of our field personnel and communication with the contractor, owner, building official, and design team.
- Transmit results to the project team on weekly basis to the contractor, owner, building official, and design team.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- Assumptions regarding the number of trips for testing are outlined in the attached cost estimate table. As the contractor's schedule becomes available and designs are finalized, please review this proposed scope of work to determine if the project's needs and budget will be met.

- No special site-specific training or gear is required to complete our scope of services.

- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.

- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

Cost

We will furnish the services described in this proposal for an estimated fee of $105,590. A tabulation showing hourly and unit rates associated with our proposed scope of services is attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal work hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the normal hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the normal hourly rate for the service provided. We have not included premiums for overtime; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and material basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. Invoices for our services will be based on the actual number of hours provided for the project and the units tested. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed**.
If anything in this proposal is not consistent with your requirements, please let us know immediately.
Braun Intertec will not release any written reports until we have received a signed agreement.
Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal (including the attached General Conditions). The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Kurt Kuechle at 701.566.4551 (KKuechle@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION

Kurt D. Kuechle
Senior Manager

Charles (Wes) Dickhut, PE
Associate Director, Principal Engineer

Attachments:
Cost Estimate Table
General Conditions – (11/4/24)

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

BRAUN INTERTEC
The Science You Build On.

Project Proposal

QTB213183

City of Dickinson 2025 Road Maintenance

Client:	Work Site Address:	Service Description:
City of Dickinson Kris Keller 38 1st St W Dickinson, ND 58601 (701) 456-7744	Dickinson, ND	Construction Materials Testing

	Description	Quantity	Units	Unit Price	Extension
Phase 1	**Soil**				
Activity 1.1	**Soil Observations and Testing**				**$20,620.00**
207	**Compaction Testing - Nuclear**	100.00	Hour	113.00	$11,300.00
	Work Activity Detail ***Qty*** ***Units*** ***Hrs/Unit*** ***Extension***				
	Utilities *10.00* *Trips* *5.00* *50.00*				
	Subgrade Preparation *5.00* *Trips* *5.00* *25.00*				
	Aggregate Base *5.00* *Trips* *5.00* *25.00*				
1308	**Nuclear moisture-density meter charge, per hour**	100.00	Each	34.00	$3,400.00
209	**Sample pick-up**	5.00	Hour	113.00	$565.00
1861	**CMT Trip Charge**	20.00	Each	150.00	$3,000.00
1318	**Moisture Density Relationship (Standard), per sample**	5.00	Each	259.00	$1,295.00
1156	**Atterberg Limits LL and PL, Single-Point, per sample**	1.00	Each	110.00	$110.00
1162	**Sieve Analysis with No. 200 wash (ASTM C136 and C117)**	5.00	Each	190.00	$950.00
				Phase 1 Total:	**$20,620.00**
Phase 2	**Concrete**				
Activity 2.1	**Concrete Observations and Testing**				**$41,010.00**
261	**Concrete Testing**	250.00	Hour	113.00	$28,250.00
	Work Activity Detail ***Qty*** ***Units*** ***Hrs/Unit*** ***Extension***				
	Sidewalk *20.00* *Trips* *5.00* *100.00*				
	Driveway *5.00* *Trips* *5.00* *25.00*				
	Valley Gutter *5.00* *Trips* *5.00* *25.00*				
	Curb and Gutter *20.00* *Trips* *5.00* *100.00*				
278	**Concrete Cylinder Pick up**	20.00	Hour	113.00	$2,260.00
	Work Activity Detail ***Qty*** ***Units*** ***Hrs/Unit*** ***Extension***				
	Cylinder Pickup *20.00* *Trips* *1.00* *20.00*				
1861	**CMT Trip Charge**	70.00	Each	150.00	$10,500.00
Activity 2.2	**Concrete Lab Tests**				**$10,500.00**
1364	**Compressive strength of concrete cylinders (ASTM C 39), each**	250.00	Each	42.00	$10,500.00
	Work Activity Detail ***Qty*** ***Units*** ***Hrs/Unit*** ***Extension***				
	4" Concrete *20.00* *Set* *5.00* *100.00*				
	6" Concrete *5.00* *Set* *5.00* *25.00*				
	8" Concrete *5.00* *Set* *5.00* *25.00*				
	Curb and Gutter *20.00* *Set* *5.00* *100.00*				
				Phase 2 Total:	**$51,510.00**
Phase 3	**Pavement**				
Activity 3.1	**Pavement Observations & Testing**				**$8,850.00**
207	**Compaction Testing - Nuclear**	50.00	Hour	113.00	$5,650.00
	Work Activity Detail ***Qty*** ***Units*** ***Hrs/Unit*** ***Extension***				
	Paving *10.00* *Trips* *5.00* *50.00*				

BRAUN INTERTEC
The Science You Build On.

Project Proposal

QTB213183

City of Dickinson 2025 Road Maintenance

	1308	Nuclear moisture-density meter charge, per hour	50.00	Each	34.00	$1,700.00
	1861	CMT Trip Charge	10.00	Each	150.00	$1,500.00
Activity 3.2		Pavement Lab Tests				$6,290.00
	1705	Fine Aggregate Angularity, per sample	10.00	Each	50.00	$500.00
	1162	Sieve Analysis with No. 200 wash (ASTM C136 and C117)	10.00	Each	190.00	$1,900.00
	1528	Rice Specific Gravity, per sample	10.00	Each	119.00	$1,190.00
	1568	Gyratory Gravity, per sample	10.00	Each	270.00	$2,700.00
					Phase 3 Total:	$15,140.00
Phase 4		Project Management, Engineering Review & Oversight				
Activity 4.1		Project Management, Engineering Review & Oversight				$18,320.00
	226	Project Manager	80.00	Hour	229.00	$18,320.00
					Phase 4 Total:	$18,320.00

Proposal Total:	$105,590.00

SECTION 1: AGREEMENT

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. **Only to the extent allowed under ND law,** To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to Consultant, appropriate Project site safety measures which are r[illegible] perform its Services at the Project location or work areas in co[illegible]. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. ~~Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.~~

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warrantied.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be co[illegible]a

default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, ~~including but not limited to attorney fees and costs.~~

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. ~~Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use~~.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

a. Workers' Compensation: Statutory

b. Employer's Liability: $1,000,000 bodily injury, each accident | $1,000,000 bodily injury by disease, each employee | $1,000,000 bodily injury/disease, aggregate

c. General Liability: $1,000,000 per occurrence | $2,000,000 aggregate

d. Automobile Liability: $1,000,000 combined single limit (bodily injury and property damage)

e. Excess Umbrella Liability: $5,000,000 per occurrence | $5,000,000 aggregate

f. Professional Liability: $2,000,000 per claim | $2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OB[illegible] WARRANTY, SHALL NOT EXCEED THE ~~TOTAL COMPENSATION REC[illegible] $50,000, WHICHEVER IS GREATER~~. this should be tied to the insurance limits

Section 7, Item F.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.

2025 Watermain Replacement Project

ORANGE **= 6-INCH CAST IRON MAIN TO BE REPLACED WITH 8-INCH PVC**

PURPLE **= 6-INCH CAST IRON MAIN TO BE ABANDONED IN PLACE**

CITY OF Dickinson North Dakota

Engineering Memorandum

May 1st 2025

RE: May 6th Commission Meeting

BRAUN INTERTEC CONTRACT – MATERIAL TESTING – 2025 WATERMAIN REPLACEMENT

For your consideration is contract amendment with Braun Intertec to provide material testing for the 2025 Watermain Replacement, 202503. The contract includes soils, concrete, and paving related testing and services as well as project consulting and reporting.

The testing is necessary to ensure the project is in compliance with design specifications and applicable ASTM & industry standards.

The amendment will be for $81,470 on a T&M basis. This work will be funded through Dept. of Water Resources Cost Share, SRF Loans, and GPT.

The City Attorney has reviewed this contract amendment.

The City Engineering staff recommends approval.

Braun Intertec Corporation
2908 Morrison Avenue, Suite 3
Bismarck, ND 58504

Phone: 70
Fax: 701.255.7208
Web: braunintertec.com

April 15, 2025 Proposal QTB213186

Kris Keller
City of Dickinson
38 1st St W
Dickinson, ND 58601

Re: Revised Proposal for Testing Services
City of Dickinson 2025 Watermain Replacement
Dickinson, North Dakota

Dear Mr. Keller:

Braun Intertec Corporation is pleased to submit this proposal to provide testing services for the City of Dickinson 2025 watermain replacement project.

Our Understanding of Project

We understand this project will include the construction of approximately 3,600 LF of watermain, 1,500 CY of Class 5 aggregate base, 2,200 tons hot bituminous asphalt, 2,300 LF of curb and gutter, 1,600 SY of sidewalk, and 500 SY of concrete driveway and valley gutter.

Available Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by Apex Engineering Group, dated February 24, 2025.
- A geotechnical report prepared by Braun Intertec Corporation, dated November 20, 2024.

Project Approach and Staff Qualifications

Construction Materials Testing

Qualified technicians working under the direction of a professional engineer will provide the services. Experience and certification information is available upon request once we are provided with schedule information. Concrete technicians assigned to the project are ACI Concrete Field-Testing Technician – Grade I certified to conduct the required concrete testing. Soil technicians are certified to use a nuclear gauge for soil density testing, so test results can be determined on site and evaluated once the required laboratory testing is completed. Field test results will be verbally reported daily to the general contractor on site, with written field and laboratory reports distributed shortly after.

AA/EOE

Scope of Services

Services are performed under the direction of a licensed professional engineer, either on a full-time or periodic basis, depending on the construction schedule and when they are requested by the general contractor. After reviewing available information to determine compliance with project plans and/or specifications, other design or construction documents, and applicable ASTM and other industry standards, our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Perform laboratory mechanical analyses (gradations) of prospective fill materials.
- Perform laboratory Proctor tests to determine the maximum Proctor dry densities and optimum moisture contents of prospective fill materials.
- Test compacted fill placed below pavements, in utility trenches, and in areas for which compaction specifications have been provided, to determine if the relative compaction was achieved.

Concrete Related Services

- Sample and test the plastic concrete for slump, air content, temperature and prepare test cylinders for laboratory compressive strength testing with ACI level 1 field technicians.
- Perform laboratory compressive strength testing of the concrete samples.

Paving Related Services

- Measure the in-place density of the fresh bituminous with a nuclear density gauge to help the contractor develop a roll pattern for effective compaction.
- Perform laboratory density tests on bulk samples of bituminous mixes for mix design evaluation.

Engineering Consulting and Project Communication and Reporting Services

- Provide engineering consulting services, review test results and observations reports, and prepare required final reports.
- Management, including scheduling of our field personnel and communication with the contractor, owner, building official, and design team.
- Transmit results to the project team on weekly basis to the contractor, owner, building official, and design team.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- Assumptions regarding the number of trips for testing are outlined in the attached cost estimate table. As the contractor's schedule becomes available and designs are finalized, please review this proposed scope of work to determine if the project's needs and budget will be met.

- No special site-specific training or gear is required to complete our scope of services.

- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.

- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

Cost

We will furnish the services described in this proposal for an estimated fee of $81,470. A tabulation showing hourly and unit rates associated with our proposed scope of services is attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal work hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the normal hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the normal hourly rate for the service provided. We have not included premiums for overtime; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and material basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. Invoices for our services will be based on the actual number of hours provided for the project and the units tested. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed**.
If anything in this proposal is not consistent with your requirements, please let us know immediately.
Braun Intertec will not release any written reports until we have received a signed agreement.
Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal (including the attached General Conditions). The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Kurt Kuechle at 701.566.4551 (KKuechle@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION

Kurt D. Kuechle
Senior Manager

Charles (Wes) Dickhut, PE
Associate Director, Principal Engineer

Attachments:
Cost Estimate Table
General Conditions – (11/4/24)

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

BRAUN INTERTEC
The Science You Build On.

Project Proposal

QTB213186

City of Dickinson 2025 Watermain Replacement

Client:	Work Site Address:	Service Description:
City of Dickinson Kris Keller 38 1st St W Dickinson, ND 58601 (701) 456-7744	Dickinson, ND	Construction Materials Testing

	Description	Quantity	Units	Unit Price	Extension
Phase 1	**Soil**				
Activity 1.1	**Soil Observations and Testing**				**$33,895.00**
207	**Compaction Testing - Nuclear**	175.00	Hour	113.00	$19,775.00
	Work Activity Detail ***Qty*** ***Units*** ***Hrs/Unit*** ***Extension***				
	Utilities *25.00* *Trips* *5.00* *125.00*				
	Subgrade Preparation *5.00* *Trips* *5.00* *25.00*				
	Aggregate Base *5.00* *Trips* *5.00* *25.00*				
1308	**Nuclear moisture-density meter charge, per hour**	175.00	Each	34.00	$5,950.00
209	**Sample pick-up**	5.00	Hour	113.00	$565.00
1861	**CMT Trip Charge**	35.00	Each	150.00	$5,250.00
1318	**Moisture Density Relationship (Standard), per sample**	5.00	Each	259.00	$1,295.00
1156	**Atterberg Limits LL and PL, Single-Point, per sample**	1.00	Each	110.00	$110.00
1162	**Sieve Analysis with No. 200 wash (ASTM C136 and C117)**	5.00	Each	190.00	$950.00
				Phase 1 Total:	**$33,895.00**
Phase 2	**Concrete**				
Activity 2.1	**Concrete Observations and Testing**				**$18,255.00**
261	**Concrete Testing**	65.00	Hour	113.00	$7,345.00
	Work Activity Detail ***Qty*** ***Units*** ***Hrs/Unit*** ***Extension***				
	8" Concrete *2.00* *Trips* *5.00* *10.00*				
	6" Concrete *2.00* *Trips* *5.00* *10.00*				
	Curb and Gutter *2.00* *Trips* *5.00* *10.00*				
	4" Concrete *7.00* *Trips* *5.00* *35.00*				
278	**Concrete Cylinder Pick up**	70.00	Hour	113.00	$7,910.00
	Work Activity Detail ***Qty*** ***Units*** ***Hrs/Unit*** ***Extension***				
	Cylinder Pickup *7.00* *Trips* *10.00* *70.00*				
1861	**CMT Trip Charge**	20.00	Each	150.00	$3,000.00
Activity 2.2	**Concrete Lab Tests**				**$2,730.00**
1364	**Compressive strength of concrete cylinders (ASTM C 39), each**	65.00	Each	42.00	$2,730.00
	Work Activity Detail ***Qty*** ***Units*** ***Hrs/Unit*** ***Extension***				
	4" Concrete *7.00* *Set* *5.00* *35.00*				
	6" Concrete *2.00* *Set* *5.00* *10.00*				
	8" Concrete *2.00* *Set* *5.00* *10.00*				
	Curb and Gutter *2.00* *Set* *5.00* *10.00*				
				Phase 2 Total:	**$20,985.00**
Phase 3	**Pavement**				
Activity 3.1	**Pavement Observations & Testing**				**$8,850.00**
207	**Compaction Testing - Nuclear**	50.00	Hour	113.00	$5,650.00
	Work Activity Detail ***Qty*** ***Units*** ***Hrs/Unit*** ***Extension***				
	Paving *10.00* *Trips* *5.00* *50.00*				

BRAUN INTERTEC
The Science You Build On.

Project Proposal

QTB213186

City of Dickinson 2025 Watermain Replacement

	1308	Nuclear moisture-density meter charge, per hour	50.00	Each	34.00	$1,700.00
	1861	CMT Trip Charge	10.00	Each	150.00	$1,500.00
Activity 3.2		Pavement Lab Tests				$6,290.00
	1705	Fine Aggregate Angularity, per sample	10.00	Each	50.00	$500.00
	1162	Sieve Analysis with No. 200 wash (ASTM C136 and C117)	10.00	Each	190.00	$1,900.00
	1528	Rice Specific Gravity, per sample	10.00	Each	119.00	$1,190.00
	1568	Gyratory Gravity, per sample	10.00	Each	270.00	$2,700.00
					Phase 3 Total:	$15,140.00
Phase 4		Project Management, Engineering Review & Oversight				
Activity 4.1		Project Management, Engineering Review & Oversight				$11,450.00
	226	Project Manager	50.00	Hour	229.00	$11,450.00
					Phase 4 Total:	$11,450.00

Proposal Total:	$81,470.00

SECTION 1: AGREEMENT

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to Consultant, appropriate Project site safety measures which are [illegible] perform its Services at the Project location or work areas in co[illegible]. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warrantied.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be co[illegible]a

default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

a. Workers' Compensation: Statutory

b. Employer's Liability: $1,000,000 bodily injury, each accident | $1,000,000 bodily injury by disease, each employee | $1,000,000 bodily injury/disease, aggregate

c. General Liability: $1,000,000 per occurrence | $2,000,000 aggregate

d. Automobile Liability: $1,000,000 combined single limit (bodily injury and property damage)

e. Excess Umbrella Liability: $5,000,000 per occurrence | $5,000,000 aggregate

f. Professional Liability: $2,000,000 per claim | $2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OB[illegible] WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RE[illegible] $50,000, WHICHEVER IS GREATER.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.

Sims from 2nd St E to 9TH St E

CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota

Engineering Memorandum

May 1st 2025

RE: May 6th Commission Meeting

BRAUN INTERTEC CONTRACT – MATERIAL TESTING – SIMS – 2ND ST E to 9TH ST E

For your consideration is contract amendment with Braun Intertec to provide material testing for the Sims - 2nd St E to 9th St E, 202509. The contract includes soils, concrete, and paving related testing and services as well as project consulting and reporting.

The testing is necessary to ensure the project is in compliance with design specifications and applicable ASTM & industry standards.

The amendment will be for $76,006 on a T&M basis. This work will be funded through Dept. of Water Resources Cost Share, SRF Loans, and GPT.

The City Attorney has reviewed this contract amendment.

The City Engineering staff recommends approval.

Braun Intertec Corporation
2908 Morrison Avenue, Suite 3
Bismarck, ND 58504

Phone: 70
Fax: 701.255.7208
Web: braunintertec.com

April 15, 2025 Proposal QTB213187

Kris Keller
City of Dickinson
38 1st St W
Dickinson, ND 58601

Re: Revised Proposal for Testing Services
City of Dickinson Sims Street
Dickinson, North Dakota

Dear Mr. Keller:

Braun Intertec Corporation is pleased to submit this proposal to provide testing services for the City of Dickinson Sims Street project.

Our Understanding of Project

We understand this project will include the construction of approximately 2,250 LF of watermain, 1,280 LF of storm sewer, 6,500 tons of aggregate base, 2,800 tons Superpave asphalt, 5,075 LF of curb and gutter, 2,075 SY of sidewalk, and 750 SY of concrete driveway concrete.

Available Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by Apex Engineering Group, dated February 19, 2025.
- A geotechnical report prepared by Braun Intertec Corporation, dated November 14, 2024.

Project Approach and Staff Qualifications

Construction Materials Testing

Qualified technicians working under the direction of a professional engineer will provide the services. Experience and certification information is available upon request once we are provided with schedule information. Concrete technicians assigned to the project are ACI Concrete Field-Testing Technician – Grade I certified to conduct the required concrete testing. Soil technicians are certified to use a nuclear gauge for soil density testing, so test results can be determined on site and evaluated once the required laboratory testing is completed. Field test results will be verbally reported daily to the general contractor on site, with written field and laboratory reports distributed shortly after.

AA/EOE

Scope of Services

Services are performed under the direction of a licensed professional engineer, either on a full-time or periodic basis, depending on the construction schedule and when they are requested by the general contractor. After reviewing available information to determine compliance with project plans and/or specifications, other design or construction documents, and applicable ASTM and other industry standards, our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Perform laboratory mechanical analyses (gradations) of prospective fill materials.
- Perform laboratory Proctor tests to determine the maximum Proctor dry densities and optimum moisture contents of prospective fill materials.
- Test compacted fill placed below pavements, in utility trenches, and in areas for which compaction specifications have been provided, to determine if the relative compaction was achieved.

Concrete Related Services

- Sample and test the plastic concrete for slump, air content, temperature and prepare test cylinders for laboratory compressive strength testing with ACI level 1 field technicians.
- Perform laboratory compressive strength testing of the concrete samples.

Paving Related Services

- Measure the in-place density of the fresh bituminous with a nuclear density gauge to help the contractor develop a roll pattern for effective compaction.
- Perform laboratory density tests on bulk samples of bituminous mixes for mix design evaluation.

Engineering Consulting and Project Communication and Reporting Services

- Provide engineering consulting services, review test results and observations reports, and prepare required final reports.
- Management, including scheduling of our field personnel and communication with the contractor, owner, building official, and design team.
- Transmit results to the project team on weekly basis to the contractor, owner, building official, and design team.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- Assumptions regarding the number of trips for testing are outlined in the attached cost estimate table. As the contractor's schedule becomes available and designs are finalized, please review this proposed scope of work to determine if the project's needs and budget will be met.

- No special site-specific training or gear is required to complete our scope of services.

- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.

- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

Cost

We will furnish the services described in this proposal for an estimated fee of $76,006. A tabulation showing hourly and unit rates associated with our proposed scope of services is attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal work hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the normal hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the normal hourly rate for the service provided. We have not included premiums for overtime; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and material basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. Invoices for our services will be based on the actual number of hours provided for the project and the units tested. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed**.
If anything in this proposal is not consistent with your requirements, please let us know immediately.
Braun Intertec will not release any written reports until we have received a signed agreement.
Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal (including the attached General Conditions). The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Kurt Kuechle at 701.566.4551 (KKuechle@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION

Kurt D. Kuechle
Senior Manager

Charles (Wes) Dickhut, PE
Associate Director, Principal Engineer

Attachments:
Cost Estimate Table
General Conditions – (11/4/24)

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

BRAUN INTERTEC
The Science You Build On.

Project Proposal

QTB213187

City of Dickinson Sims Street

Client:	Work Site Address:	Service Description:
City of Dickinson Kris Keller 38 1st St W Dickinson, ND 58601 (701) 456-7744	Dickinson, ND	Construction Materials Testing

	Description	Quantity	Units	Unit Price	Extension
Phase 1	**Soil**				
Activity 1.1	**Soil Observations and Testing**				**$30,420.00**
207	**Compaction Testing - Nuclear**	150.00	Hour	113.00	$16,950.00
	Work Activity Detail — *Qty Units* — *Hrs/Unit* — *Extension*				
	Utilities — *20.00 Trips* — *5.00* — *100.00*				
	Subgrade Preparation — *5.00 Trips* — *5.00* — *25.00*				
	Aggregate Base — *5.00 Trips* — *5.00* — *25.00*				
1308	**Nuclear moisture-density meter charge, per hour**	150.00	Each	34.00	$5,100.00
209	**Sample pick-up**	5.00	Hour	113.00	$565.00
1861	**CMT Trip Charge**	30.00	Each	150.00	$4,500.00
1318	**Moisture Density Relationship (Standard), per sample**	5.00	Each	259.00	$1,295.00
1156	**Atterberg Limits LL and PL, Single-Point, per sample**	1.00	Each	110.00	$110.00
1162	**Sieve Analysis with No. 200 wash (ASTM C136 and C117)**	10.00	Each	190.00	$1,900.00
				Phase 1 Total:	**$30,420.00**
Phase 2	**Concrete**				
Activity 2.1	**Concrete Observations and Testing**				**$15,426.00**
261	**Concrete Testing**	95.00	Hour	113.00	$10,735.00
	Work Activity Detail — *Qty Units* — *Hrs/Unit* — *Extension*				
	8" Concrete — *2.00 Trips* — *5.00* — *10.00*				
	6" Concrete — *6.00 Trips* — *5.00* — *30.00*				
	Curb and Gutter — *5.00 Trips* — *5.00* — *25.00*				
	4" Concrete — *6.00 Trips* — *5.00* — *30.00*				
278	**Concrete Cylinder Pick up**	7.00	Hour	113.00	$791.00
	Work Activity Detail — *Qty Units* — *Hrs/Unit* — *Extension*				
	Cylinder Pickup — *7.00 Trips* — *1.00* — *7.00*				
1861	**CMT Trip Charge**	26.00	Each	150.00	$3,900.00
Activity 2.2	**Concrete Lab Tests**				**$3,570.00**
1364	**Compressive strength of concrete cylinders (ASTM C 39), each**	85.00	Each	42.00	$3,570.00
	Work Activity Detail — *Qty Units* — *Hrs/Unit* — *Extension*				
	4" Concrete — *4.00 Set* — *5.00* — *20.00*				
	6" Concrete — *6.00 Set* — *5.00* — *30.00*				
	8" Concrete — *2.00 Set* — *5.00* — *10.00*				
	Curb and Gutter — *5.00 Set* — *5.00* — *25.00*				
				Phase 2 Total:	**$18,996.00**
Phase 3	**Pavement**				
Activity 3.1	**Pavement Observations & Testing**				**$8,850.00**
207	**Compaction Testing - Nuclear**	50.00	Hour	113.00	$5,650.00
	Work Activity Detail — *Qty Units* — *Hrs/Unit* — *Extension*				
	Paving — *10.00 Trips* — *5.00* — *50.00*				

BRAUN INTERTEC
The Science You Build On.

Project Proposal

QTB213187

City of Dickinson Sims Street

	1308	Nuclear moisture-density meter charge, per hour	50.00	Each	34.00	$1,700.00
	1861	CMT Trip Charge	10.00	Each	150.00	$1,500.00
Activity 3.2		Pavement Lab Tests				$6,290.00
	1705	Fine Aggregate Angularity, per sample	10.00	Each	50.00	$500.00
	1162	Sieve Analysis with No. 200 wash (ASTM C136 and C117)	10.00	Each	190.00	$1,900.00
	1528	Rice Specific Gravity, per sample	10.00	Each	119.00	$1,190.00
	1568	Gyratory Gravity, per sample	10.00	Each	270.00	$2,700.00
					Phase 3 Total:	$15,140.00
Phase 4		Project Management, Engineering Review & Oversight				
Activity 4.1		Project Management, Engineering Review & Oversight				$11,450.00
	226	Project Manager	50.00	Hour	229.00	$11,450.00
					Phase 4 Total:	$11,450.00

Proposal Total:	$76,006.00

SECTION 1: AGREEMENT

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to Consultant, appropriate Project site safety measures which are [illegible] to perform its Services at the Project location or work areas in co[illegible]. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warrantied.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be co[illegible]a

default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

a. Workers' Compensation: Statutory

b. Employer's Liability: $1,000,000 bodily injury, each accident | $1,000,000 bodily injury by disease, each employee | $1,000,000 bodily injury/disease, aggregate

c. General Liability: $1,000,000 per occurrence | $2,000,000 aggregate

d. Automobile Liability: $1,000,000 combined single limit (bodily injury and property damage)

e. Excess Umbrella Liability: $5,000,000 per occurrence | $5,000,000 aggregate

f. Professional Liability: $2,000,000 per claim | $2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OB[illegible] WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RE[illegible] $50,000, WHICHEVER IS GREATER.

Section 7. Item H.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.

Mann's Dam Vicinity Map

CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota

Engineering Memorandum

May 1, 2025

RE: May 6th Commission Meeting

Amendment for Barr Engineering for the Mann's Dam Feasibility Study

For your consideration is a contract amendment with Barr Engineering to complete a Feasibility Study for addressing safety issues with Mann's Dam. A feasibility study is required for Mann's Dam modifications per the North Dakota Dept. of Water Resources Dam Safety Standards and various federal requirements.

The city currently has an agreement with the ND Dept. of Water Resources to reimburse the City for 75% of the cost to complete an feasibility study, up to $77,592. The City's share will be $25,864.

The Contract amendment with Barr Engineering is for $103,465.

The revenue for this project is included in the 2025 Capital Improvement Plan and funded through GPT.

Anticipated completion date for this portion of the project is January 2026.

The cost share agreement terms have been reviewed by the City Attorney.

The City Engineering staff recommends approval.

4/25/2025

Mr. Kristopher Keller
City of Dickinson
38 1st Street W
Dickinson, ND 58601

Re: Change Order to Agreement for Dickinson Manns Dam Feasibility Study

Dear Mr. Keller:

This letter sets forth changes to the Agreement dated 2/20/2025 between the City of Dickinson (Client) and Barr Engineering Co., its affiliates and subsidiaries (Barr) regarding engineering assistance for completing a feasibility study for the Manns Dam (Project #202508)).

The scope of professional consulting services Barr will provide is modified to include the additional work outlined in the attached scope of work dated 2/21/2025.

The authorized cost for the revised scope of services is increased by $103,465, as outlined in the table below.

Item	Amount
Original Project Budget	$5,000
Anticipated Extra Work	$103,465
Revised Project Budget including Contract Amendment	$108,465

If this Change Order to our Agreement is satisfactory, please sign the enclosed copy in the space provided, and return it to us.

Sincerely yours,

BARR ENGINEERING CO.

Jon D Ausdemore, PE
Its Vice President

Accepted this _____ day of _____, 20____

CITY OF DICKINSON

By _____

Its _____

Attachments
City of Dickinson – Manns Dam Feasibility Study: Scope, Schedule, and Budget, dated 2/21/2025

BARR

barr.com

2/21/2025

Mr. Kristopher Keller
City of Dickinson
38 1st Street W
Dickinson, ND 58601

Re: City of Dickinson – Manns Dam Feasibility Study: Scope, Schedule, and Budget

Dear Mr. Keller:

This letter outlines the anticipated scope, schedule, and budget for the completion of a feasibility study for the Manns Dam (Project #202508), a low head dam located on the Heart River on the southwest side of the City of Dickinson. This effort is based on the original scope outlined by the City in an email dated 2/5/2025, Barr's past experience completing similar studies, several follow-up conversations, and input from a stakeholder meeting held on 2/14/2025. The feasibility study will consist of Kickoff and Data Gathering, Alternatives Concept Designs, and 30% Design of the Selected Alternative.

Future engineering consulting services on the project, which are anticipated to include final design, permitting, bidding assistance, and construction assistance, will be contracted separately at a later date and are not included in this scope of work.

1 Scope

1.1 Kickoff and Data Gathering

Job 1 will consist of kicking off the project, gathering and reviewing existing data, and collecting additional information needed to prepare preliminary designs to repair or replace the dam.

1.1.1 Review Existing Data

Barr has performed some initial data review of files shared by the city and the North Dakota Department of Water Resources (NDDWR) dams group. However, there may be additional information or files that would be relevant to this scope of work, including requesting the approved FEMA 1-D HEC-RAS hydraulic model of the Heart River from the NDDWR floodplain group. We have included a scope item here to complete a more thorough review of existing and any new data. This may include past hydraulic modeling, the original plans, past dam inspection reports, photographs, and survey data.

Deliverables: copies of existing data that is collected; list of available data

1.1.2 Kickoff and Site Visit

Following a review of the data, up to three Barr staff will attend a hybrid (virtual/in-person) kickoff meeting with City staff and any key stakeholders the City would like to include. We assume one Barr staff will be in-person (assuming travel from Bismarck) at the kickoff meeting and we will also conduct a site visit to the Manns Dam to review the condition of the dam and familiarize ourselves with the project area to further inform the alternative development.

Since a stakeholder meeting has already occurred that included introductions of key team members and input for big picture objectives, the kickoff meeting with the City will be focused on specific City objectives, our process for communications, data sharing and storage, City expectations, and a review the project scope and schedule.

Deliverables: kickoff meeting minutes; site visit and brief summary memo

1.1.3 Survey

For the feasibility study, we will leverage the available Stark County LiDAR data, information on channel bathymetry/cross sections from the effective FEMA hydraulic model, and other survey data to be collected by the City of Dickinson to support the Queen City Dam EAP project (City Project #202310), as available. However, Barr will be working with Civil Science on the collection of other specific survey data around Manns Dam to inform the alternative development for the feasibility study. This additional survey will include completing a utility locate request and survey of utility locations around the existing dam upstream to the first golf course bridge crossing. We will also collect approximate sediment depths approximately every 50-feet upstream of the existing dam to the first golf course bridge to better understand impacts if the dam is moved upstream.

See the attached details survey scope of work from Civil Science.

Deliverables: AutoCAD Civil3D file of survey data; PDF of drawing showing survey data collected

1.2 Alternative Concept Design

This job will consist of preparing concept (10% completion) designs for up to four alternatives to replace existing dam. The alternatives as defined below were based on a stakeholder meeting held on 2/14/2025 with representatives of the City of Dickinson, Dickinson Parks and Recreation, North Dakota Game and Fish, United State Bureau of Reclamation (USBR), Stark County Water Board, and a private resident who lives closes to the dam. Based on the conversation, repair of the dam given the existing conditions is not recommended and removal of the dam (and associated upstream pool) was not desired based on the feedback received from the stakeholders.

For preparation of this scope of work, the four alternatives to be considered were assumed to be:

1. Replacement of the dam with a rock arch rapids structure, existing location
2. Replacement of the dam with a rock arch rapids structure, upstream location
3. Structural replacement, existing location
4. Structural replacement, upstream location

The alternatives will also consider a concept for integration of the upstream golf course bridge replacement as requested by Dickinson Parks and Recreation and all concepts will include considerations for the drawdown of the upstream pool that will allow for the annual inspection of infrastructure associated with the Dickinson Dam as requested by the USBR.

The Alternatives Concept Designs will be composed of the following tasks:

1.2.1 Hydraulic Modeling

For each alternative, we will perform preliminary hydraulic modeling to assess potential water level impacts. We will leverage the existing effective FEMA 1D HEC-RAS model of the Heart River and update the model around the Mann’s Dam based on more current data that is available and any survey data that

is collected. This model will extend upstream to the Dickinson and Queen City Dams and will extend downstream to the State Avenue bridge crossing.

The model will use a preliminary representation of the dam geometry under each of the four alternatives. We assume that the discharge conditions for events ranging from the 10% annual chance to the 0.2% annual chance probability (e.g. 10-year, 100-year, and 500-year) floods will be taken from the effective FEMA Flood Insurance Study (FIS) for Stark County (dated August 2024). We will include a low-flow estimate based on available gage records and/or watershed assessment to determine the maximum water surface lowering that would be expected with any of the evaluated options.

Deliverables: the hydraulic modeling will be summarized in the memorandum and presentation in Tasks 1.2.4 and 1.2.5/1.2.6, respectively

1.2.2 Design and Drawings

Barr will prepare a plan and profile drawing for each of the four alternatives in AutoCAD Civil3D.

Deliverables: PDF plan and profile drawing for 4 alternatives

1.2.3 Cost Estimates

Barr will prepare a cost estimate for each of the four alternatives. Cost estimates will be Class 4 estimates per ASTM E2516 and have an expected accuracy range of approximately +40% / -20%.

Deliverables: cost estimates for 4 alternatives

1.2.4 Memorandum

Barr will prepare a draft memorandum summarizing the alternatives analysis, including discussion of hydraulic modeling, impacts to water surface elevations, site use and recreational considerations, cost estimates, a list of anticipated permits, discussion on potential funding sources, and pros and cons of each alternative. Barr assumes one round of comments from City staff and will finalize the memorandum, including discussion of the selected alternative by the City (in consultation with other stakeholders and Barr).

Deliverables: draft and final summary memorandum (PDF format)

1.2.5 Meetings and Updates

Barr will provide biweekly progress reports via email to the client contact and will include completed, current, and upcoming tasks, budget progress and management to date, action items, and any issues or concerns for the City. Additionally, we plan for up to 3 virtual monthly progress meetings (Microsoft Teams) during the alternative development task. Barr's PM will host the meeting and will include key team members relevant to the agenda topics.

Additionally, based on the conversation with the stakeholders on 2/14/2025, we assume we will hold two virtual stakeholder meetings during the alternative development and evaluation phase. We assume the stakeholder meetings will continue to include City of Dickinson staff, Dickinson Parks and Recreation, Stark County Parks and Recreation, Start County Water Board, North Dakota Game and Fish, the United States Bureau of Reclamation, and the nearest private landowner.

The first stakeholder meeting will be to discuss the assumed components of the four alternatives before we spend time fully developing each concept. This will make sure we accurately capture alternative locations, integration of the upstream golf course bridge replacement, and considerations for the drawdown of the upstream pool that will allow for the annual inspection of infrastructure associated with the Dickinson Dam.

The second stakeholder meeting will review and discuss the 10% design for each of the four alternatives with other project stakeholders and seek input on the selection of the preferred alternative to move into the next phase of design and finalizing the memorandum.

Deliverables: meeting agendas and minutes; email updates on project status; monthly virtual check-in meeting with City staff

1.2.6 Presentation to City

Barr will prepare a PowerPoint presentation summarizing the alternatives analysis, stakeholder and public input, and present the findings to the City Commission in one (1) virtual meeting.

Deliverables: PowerPoint presentation summarizing alternatives analysis

1.3 30% Design of Selected Alternative

Following the presentation of the 10% design memorandum, it is assumed the City (in consultation with other stakeholders and Barr) will select a single preferred alternative to be developed to a 30% design level. The 30% design will be composed of the following tasks:

1.3.1 Hydraulic Modeling

Barr will refine the hydraulic model for the selected preferred alternative to determine preliminary structure sizing, including rock and/or boulder materials if required, design any needed scour protection and/or bank stabilization measures, and evaluate potential impacts on water levels.

Deliverables: the hydraulic modeling will be summarized in the memorandum and presentation in Tasks 1.3.4 and 1.3.4, respectively

1.3.2 Design, Drawings, and Rendering

Barr will advance the design and prepare more detailed drawings of the selected alternative using AutoCAD Civil3D. These drawings will provide more detail than the 10% design drawings, bringing them to ~30% design, but will not be construction or permitting ready. We will prepare an artistic rendering of the selected alternative, to provide the City and public a clearer perception of what the completed project will look like.

Deliverables: PDF’s of up to 5 drawings of the selected alternative; PDF of artistic rendering of the selected alternative

1.3.3 Cost Estimate

Barr will provide an updated and more detailed cost estimate for the selected alternative. The cost estimate will be a Class 3 estimate per ASTM E2516 and have an expected accuracy range of approximately +30% / -15%. We will also provide cost estimates for final design, permitting, bidding assistance, and construction engineering for the project.

Deliverables: cost estimate for selected alternative

1.3.4 Memorandum

Barr will update the memorandum prepared in the alternative concept design task to reflect the additional work completed in in the 30% design development. We will also include next steps and anticipated timing for completion of the project in this memorandum.

Deliverables: updated summary memorandum

1.3.5 Meetings and Updates

Barr will provide biweekly progress reports via email to the client contact and will include completed, current, and upcoming tasks, budget progress and management to date, action items, and any issues or concerns for the City. Additionally, we plan for up to 3 virtual monthly progress meetings (Microsoft Teams). Barr's PM will host the meeting and will include key team members relevant to the agenda topics.

Additionally, based on the 2/14/2025 stakeholder meeting and follow-up conversation with City staff, we assume there will be one in-person public meeting to present the selected alternative to the public and gather additional feedback to inform next phases of design. We assume up to one Barr staff will attend this public meeting and prepare materials for the event, and that City staff will coordinate location and advertising for the public meeting.

Deliverables: meeting agendas and minutes, email updates on project status; monthly virtual check-in meeting with City staff; Presentation, boards and handouts for public meeting

1.3.6 Presentation to City

We will prepare a PowerPoint presentation summarizing the 30% Design and present the findings to the City Commission in a virtual meeting. We will include a recommendation of next steps and anticipated timing for completion of the project in the presentation.

Deliverables: PowerPoint presentation summarizing the 30% Design and recommended path forward.

2 Schedule

We have assumed we will receive Notice to Proceed on this project by June 1, 2025. The anticipated schedule to complete the various Jobs and Tasks identified in Section 1.0 of this document are summarized in Table 1.

Table 1. Anticipated Schedule

Job	Milestone	Estimated Completion Date
Kickoff and Data Gathering	Notice to proceed (assumed)	6/1/2025
	Review Existing Data	6/8/2025
	Kickoff Meeting (Hybrid) & Site Visit	6/22/2025
	Survey	7/4/2025
Alternatives Concept Designs	Hydraulic Modeling	8/3/2025
	Stakeholder Meeting #1 (Virtual)	7/13/2025
	Design and Drawings	9/7/2025
	Cost Estimates	9/14/2025
	Memo	9/28/2025
	Stakeholder Meeting #2 (Virtual)	10/5/2025
	Presentation to City (Virtual)	10/18/2025
30% Design of Selected Alternative	Hydraulic Modeling	11/1/2025
	Design and Drawings	11/22/2025
	Cost Estimates	11/29/2025
	Memo	12/13/2025
	Public Meeting (In-Person)	12/20/2025
	Presentation to City (Virtual)	1/6/2026

3 Budget

Barr will bill you on a time and expense basis to be invoiced monthly. The budget presented in Table 2 will not be exceeded without prior authorization by you.

Table 2. Estimated Budget

Description	Labor Hours	Sub-Contractor Total	Project Total
Kickoff and Data Gathering			
Review Existing Data	12.0	$ -	$ 2,150
Kickoff (hybrid) & Site Visit	24.0	$ -	$ 4,800
Survey	11.0	$ 5,500	$ 7,330
	47.0	**$ 5,500**	**$ 14,280**
Alternative Concept Design (10%) - 4 Alternatives			
Hydraulic Modeling	63.0	$ -	$ 9,920
Design and Drawings	84.0	$ -	$ 12,290
Cost Estimates	32.0	$ -	$ 5,320
Memorandum	44.0	$ -	$ 6,920
Project Updates/Monthly Meetings	24.0	$ -	$ 4,965
Stakeholder Meetings (2, virtual)	23.0	$ -	$ 4,470
Presentation to City (1, virtual)	17.0	$ -	$ 3,310
	287.0	**$ -**	**$ 47,195**
30% Design Selected Alternative			
Hydraulic Modeling	31.0	$ -	$ 4,770
Design, Drawings, Renderings	88.0	$ -	$ 12,970
Cost Estimates	19.0	$ -	$ 3,040
Update Memorandum	33.0	$ -	$ 5,055
Project Updates/Monthly Meetings	27.0	$ -	$ 5,430
Public Meeting (1, in-person)	40.0	$ -	$ 7,415
Presentation to City (1, virtual)	17.0	$ -	$ 3,310
	255.0	**$ -**	**$ 41,990**
Project Totals (Fees)	**$ 97,465**	**$ 5,500**	**$ 103,465**
Project Totals (Hours)	**589.0**		

Attachment: Survey Quote from Civil Science

Civil Science
Engineers | Surveyors | Solutions
531 West Villard Street, Suite 1
Dickinson, ND 58601

2/19/2025

Jennifer Koehler, PE
Barr
via email

RE: Surveying Services – Manns Dam Feasibility Survey Scope – Stark County - Dickinson, ND

Civil Science is pleased to provide this proposal in response to your request regarding the above-mentioned project. We are committed to delivering surveying services to the highest quality standards in a timely manner. We staff local engineers and surveyors in Dickinson, ND and have had a positive relationship with Barr on previous project work.

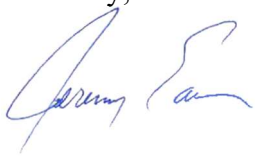
Based on the information you provided in our Teams meeting today and subsequent survey request, we understand this project involves completing a utility survey of approximately 500 ft along the Heart River both upstream and downstream from Manns Dam, and +/- 10 probes between Manns Dam and the Heart River Golf Course pedestrian bridge upstream of the dam to determine existing sediment depths within the channel. we have budgeted a two-man crew during the channel probe fieldwork for safety. We estimate two days of field work and associated time in the office to complete utility locates and to process the data and provide deliverables.

We understand this work will be scheduled sometime after June 1st 2025. We ask for two weeks' notice for scheduling purposes.

Our price for this work will be completed on a time and materials basis not to exceed $5,000.00.

Should you have any questions, please contact me at (701) 219-4511 or at jeasum@civilscience.com.

Sincerely,



Jeremy Easum, PE & PLS
Project Manager

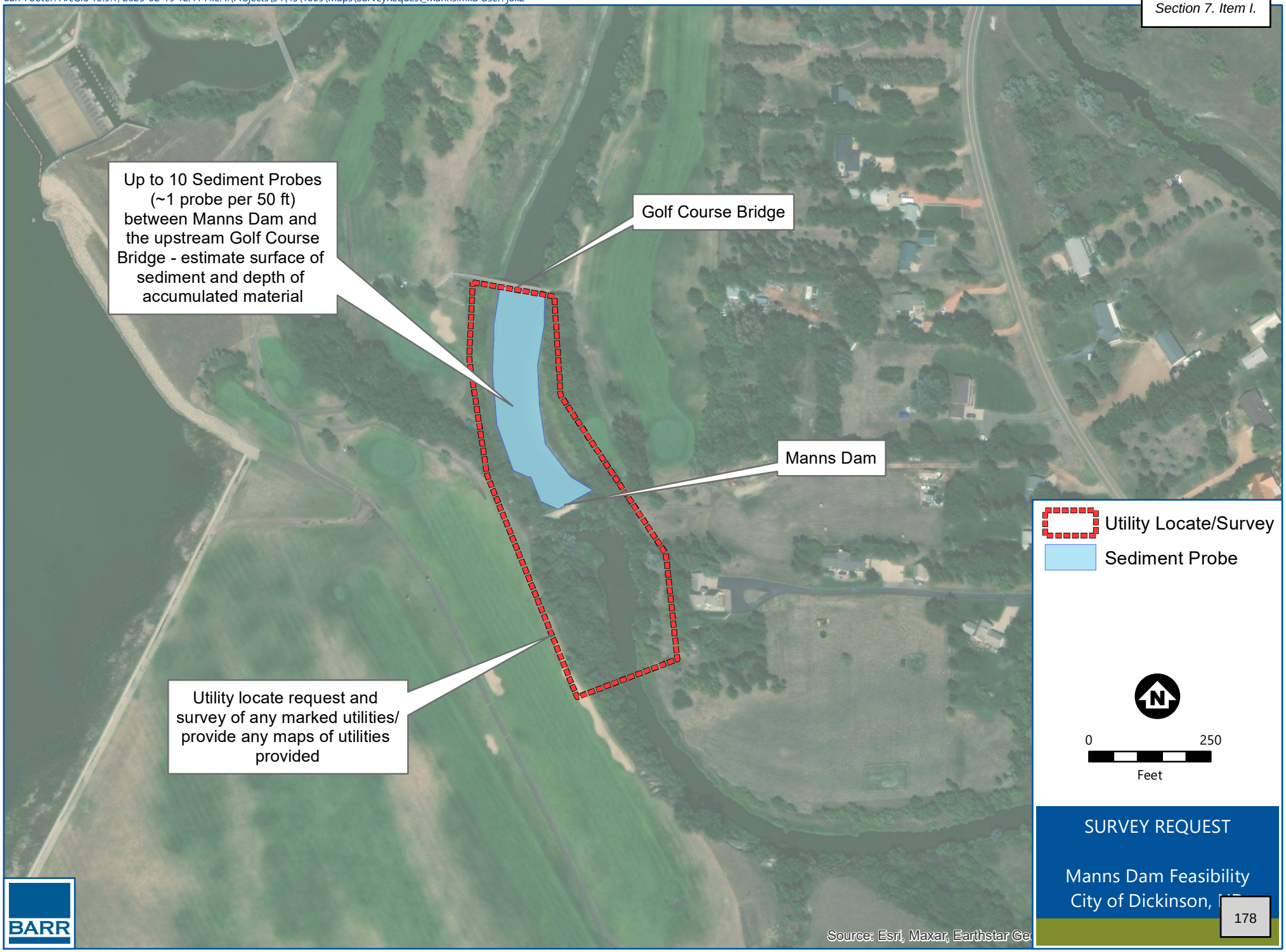
Survey Request – For Civil Science

Barr will be completing a feasibility study for alternatives at Manns Dam. We will be leveraging the FEMA 1D modeling for this effort along with the most current LiDAR. However, we will need Civil Science to complete a utility locate request (area in red hatch) for the anticipated project area and survey any marked utilities.

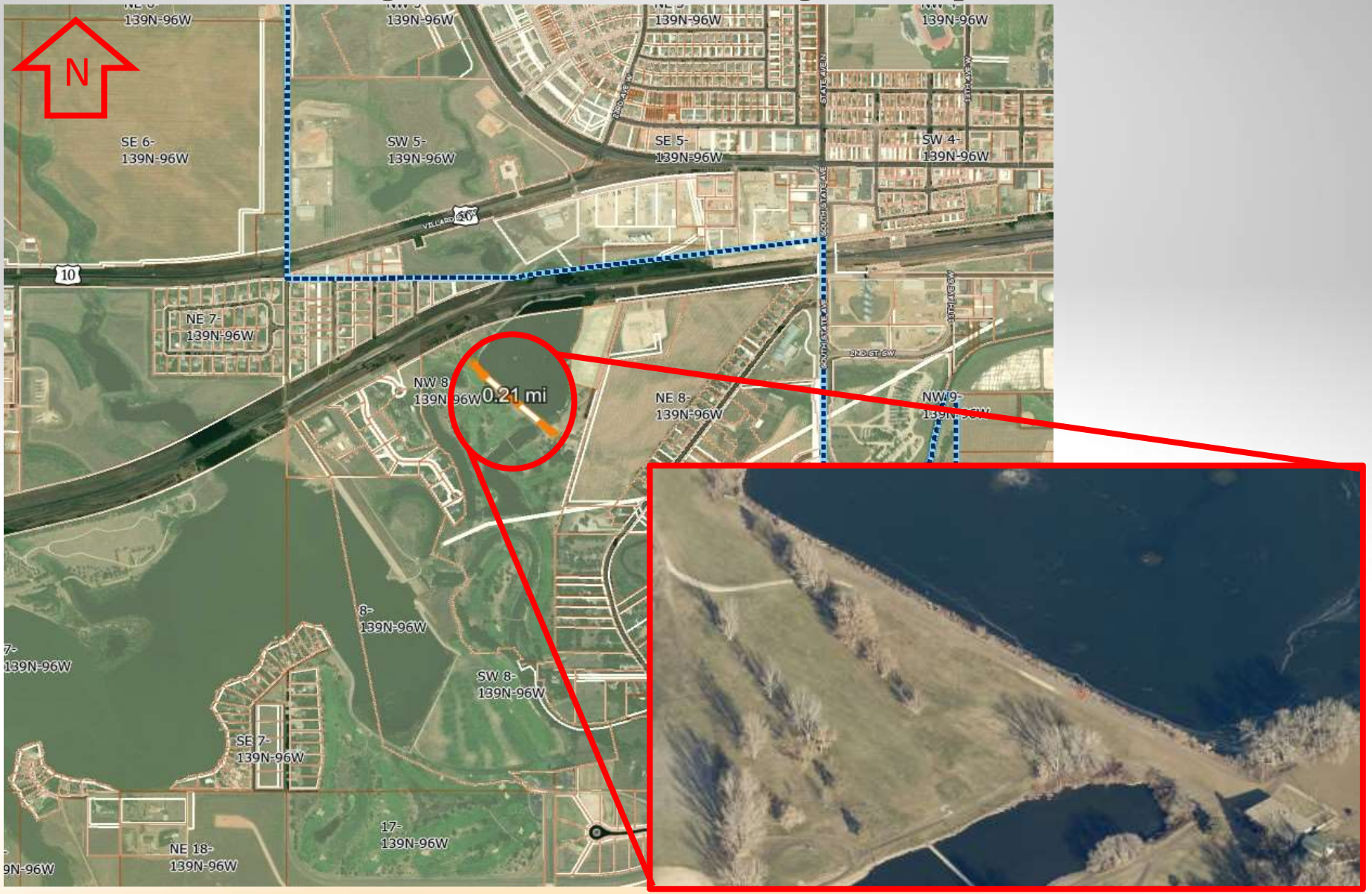
Additionally, because we will be looking at dams in multiple locations (either at existing location or upstream to the first golf course bridge), we want to get a preliminary handle on the amount of accumulated sediment behind Manns Dam upstream to the first golf course bridge crossing. This effort will include collection of approximately one sediment depth probe every 50 feet (up to 10 probes total). This will include capture of the surface of the sediment as well as the depth the probe can be pushed into the sediment until refusal.

All survey data should be in NAD 1983 State Plane North Dakota South, FIPS 3302, feet. Vertical units should be feet, and the datum should be NAVD88. Please provide photos of structures where possible.

Barr Footer: ArcGIS 10.9.1, 2025-02-19 12:41 File: I:\Projects\34\45\1069\Maps\SurveyRequest_Manns.mxd User: jak2



Queen City Dam Vicinity Map



CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota

Engineering Memorandum

May 1, 2025

RE: May 6th Commission Meeting

Amendment for Barr Engineering for the Queen City Dam Emergency Action Plan & Risk Assessment

For your consideration is a contract amendment with Barr Engineering to complete an Emergency Action Plan (EAP) and Risk Assessment (RA). An EAP and RA are required for the Queen City Dam per the North Dakota Dept. of Water Resources Dam Safety Standards.

The city currently has an agreement with the ND Dept. of Water Resources to reimburse the City for 80% of the cost to complete an EAP, up to $99,992. The City's share will be $26,028.

Additionally, the city has an active agreement with the ND Dept. of Water Resources to reimburse the City for 60% of the cost to complete the RA, up to $21,738. The City's Share will be $14,492.

The Contract with Barr Engineering is for $162,250.

The revenue for this project is included in the 2025 Capital Improvement Plan and funded through GPT.

Anticipated completion date for the project is December 2025.

The cost share agreement terms have been reviewed by the City Attorney.

The City Engineering staff recommends approval.

BARR

4/25/2025

Mr. Kristopher Keller
City of Dickinson
38 1st Street W
Dickinson, ND 58601

Re: Change Order to Agreement for Dickinson Queen City Dam EAP

Dear Mr. Keller:

This letter sets forth changes to the Agreement dated 2/20/2025 between the City of Dickinson (Client) and Barr Engineering Co., its affiliates and subsidiaries (Barr) regarding engineering assistance for creating Emergency Action Plan (EAP) for the Queen City Dam (Project #202310).

The scope of professional consulting services Barr will provide is modified to include the additional work outlined in the attached scope of work dated 2/21/2025.

The authorized cost for the revised scope of services is increased by $162,250, as outlined in the table below.

Item	Amount
Original Project Budget	$5,000
Anticipated Extra Work	$162,250
Revised Project Budget including Contract Amendment	$167,250

If this Change Order to our Agreement is satisfactory, please sign the enclosed copy in the space provided, and return it to us.

Sincerely yours,

BARR ENGINEERING CO.

Jon D Ausdemore, PE
Its Vice President

Accepted this _____ day of _____, 20____

CITY OF DICKINSON

By _____

Its _____

Attachments
City of Dickinson – Queen City Dam EAP: Scope, Schedule, and Budget, dated 2/21/2025

BARR

barr.com

2/21/2025

Mr. Kristopher Keller
City of Dickinson
38 1st Street W
Dickinson, ND 58601

Re: City of Dickinson – Queen City Dam EAP: Scope, Schedule, and Budget

Dear Mr. Keller:

This letter outlines the anticipated scope, schedule, and budget for the completion of an Emergency Action Plan (EAP) for the Queen City Dam (Project # 202310), a high hazard dam located on the southwest side of the City of Dickinson. This effort is based on the original scope outlined by the Barr proposal dated 12/31/2024, our subsequent review of available background data for the dam and our experience completing similar work for other high hazard dams. The project will consist of development of the EAP including the model development and completion of the dam breach analysis as well as a risk assessment of the dam.

1 Scope

1.1 Emergency Action Plan

1.1.1 Meetings and Updates

Barr will host a virtual kickoff meeting to introduce team members, discuss the project objectives, define communications methods and frequency and begin discussing project details.

Barr will provide biweekly progress reports via email to the city and assumes up to 12 biweekly updates over the course of the project. The monthly progress meetings will be virtual (Microsoft Teams) and we assume 6 monthly update meetings. Barr's PM will host the meeting and will include key team members relevant to the agenda topics.

Deliverables: meeting agendas and minutes, email updates on project status

1.1.2 Data Collection and Review

Barr has performed an initial data review for reports, models, and background documents shared by the City and NDDWR. The objective of this initial review was to understand what information is currently available, is the information still relevant for current rules and regulations, and what information is missing that will need to be obtained to complete the EAP. However, there may be additional information or files that would be relevant to this scope of work and a more detailed review of the provided information is warranted. This may include past hydraulic modeling, the original plans, past dam inspection reports, photographs, and survey data.

Deliverables: copies of existing data that is collected; list of missing data

1.1.3 Survey

Barr will be subcontracting with Civil Science, a local engineering and survey firm located in Dickinson, to perform survey required for the hydraulic model development of the Heart River to evaluate dam break scenarios. Barr is leveraging survey and modeling data from the City of Dickinson East Broadway Dam project as well as survey (collected by Civil Science) and modeling data (from Barr Engineering) collected in 2023 as part of the NDDOT Statewide Scour Evaluation project that included evaluation of the Highway 22/Main Street bridge over the Heart River. Permission for use of this data was requested and granted from the NDDOT.

This survey request for the EAP hydraulic model development includes the following features:

- Queen City Dam reservoir bathymetry
- Cross sections along the Heart River
- Survey of the State Ave, 6th Ave SE, and 10th Ave SE bridges
- In-river structures and culverts

See attached scope of work for survey services from Civil Science.

The survey data will be merged with the most current LiDAR (2021) data available for Stark County to create a complete model surface.

Deliverables: Updated topographic surface for the model including survey data; PDF of drawing showing survey data collected

1.1.4 Dam Breach Analysis

A dam breach analysis is recommended to complete an EAP as it will identify potential downstream impacted structures and facilities and potential consequences. A thorough dam breach analysis has not been previously completed for the Queen City Dam that would be of the standard for an EAP at a high hazard dam. Simplified dam breach analyses have been completed in the past by Gannett Fleming to determine the hazard classification and recently using DSS-WISE Lite by the state.

1.1.4.1 Hydraulic Model Development

Barr will develop an existing conditions model of the Heart River, extending from the Queen City Dam reservoir at the upstream end, to just east of the Dickinson Wastewater Treatment Plant, as that is critical infrastructure for the City and potential impacts there should be evaluated.

The modeling will use HEC-RAS 2D, per the ND Dam Safety Standards (Section 5.1.1), because overbank flow spreading is likely, and the river winds through the downstream area rather than follows a straight path. Additionally, the industry standard in identifying and quantifying downstream consequences is to use location-specific, depth-velocity-danger relationships, which require a 2D hydraulic model. Although the Heart River is mapped by FEMA, the supporting hydraulic model would have been a 1D model, not suitable for this dam breach analysis.

The model will be based on survey data of the river, 2021 LiDAR data beyond the channel banks and will include hydraulic controls and infrastructure present in and along the Heart River. These are expected to include at least: the Manns Dam, the State Avenue Bridge, the Main Street Bridge, the Broadway Dam (current or future configuration), the 6th Avenue Bridge, and 10th Avenue Bridge.

1.1.4.2 Hydraulic (Dam Breach) Modeling

The HEC-RAS 2D model will be used for dam breach and flood modeling to assess the potential consequences of a dam breach. The modeling methodology and selection of breach parameters will be

established following Federal Energy Regulatory Commission (FERC) guidance (Chapter R21 Dam Breach Analysis, and Chapter II Selecting and Accommodating Inflow Design Floods for Dams). The model will be run for the following scenarios for the Queen City Dam Project:

- Fair Weather ("sunny day") Breach – reservoir level and flow in Heart River at normal conditions.
- Flood Event Breach – dam fails at the peak of the Probable Maximum Flood (PMF) flood event (unless a lower Inflow Design Flood (IDF) is defined and approved), as required by the ND Dam Safety Standards (Section 15.3.1).
    - We will run the dam breach model using the 2016 PMF hydrology (Apex, 2016) first. If this shows that the impact of the probable maximum precipitation (PMP) during dam breach is inconsequential, then we will not do any more effort to update the hydrology. If we find that this is not correct, we will have to develop a more thorough PMF hydrograph. In that case, we will use the 2016 HEC-HMS model (Apex, 2016), updating the PMP depth to reflect the more recent North Dakota statewide PMP study and regenerate the PMF hydrographs for the Queen City Dam.
- Intermediate Flow Breach – reflecting river flow conditions that cause incipient flooding downstream, which ultimately is expected to result in the largest potential for life loss.
    - The flow conditions that cause incipient flooding will be determined using the model, and used to define the high flow conditions that may require notifications and emergency actions.

Cascading failure of the Manns Dam will be considered during the model runs of the Queen City Dam breaching. If there is reasonable potential for failure of the Manns Dam, it will be allowed to fail in the model. Given the most recent inspections and assessments of Manns Dam, we expect that we will be triggering failure of this dam during the Queen City dam breach (cascade failure).

1.1.4.3 Inundation Mapping

Inundation maps will be developed for each of the modeled breach scenarios described above, providing a visual representation of critical elements. The maps will identify and label downstream hazards/structures within the inundation zone. Maps will be prepared showing maximum depth in the inundation zone and showing maximum flood severity (depth x velocity) in the inundation zone (for each scenario). The maps will callout and identify travel times of the flood wave at various meaningful locations (e.g., bridge crossings, critical infrastructure). The maps will highlight identified structures that are impacted by the inundation zone. All of this information is critically important for emergency planning and to facilitate effective decision-making.

Deliverables: include the following items which will be attachments to the EAP (deliverable of Task 2): a full report of the hydraulic model development and dam breach scenarios and inundation mapbooks addressing the asset inventory in PDF format. Final model files will also be delivered for the City's records.

1.1.5 EAP Development

For the Queen City Dam, the EAP format will follow the North Dakota (ND) Dam Safety Standards (Section 15.2) including the listed minimum requirements and may include additional information recommended by FEMA's guidance on preparing EAPs (FEMA 64, July 2013). Barr will prepare the EAPs collaboratively with the City and with other relevant stakeholders, and assume we will hold one virtual working meeting to outline and discuss information that will be needed for the development of the EAP.

The EAP will include attachments, which are the deliverables for the Dam Breach Analysis Task.

Barr will provide a review draft to the City. We will hold one virtual meeting to discuss any comments on the EAP. After addressing City comments, we will finalize a draft for review by the North Dakota Department of Water Resources (NDDWR).

Barr will then continue to work with the City through approval of the EAPs by the NDDWR. We assume the NDDWR will provide one round of comments on the EAP. After all comments from the NDDWR are addressed, Barr will finalize the EAP and deliver to the City for their records.

Deliverables: approved EAP by the NDDWR, including a concurrence sheet with signatures from key emergency response team members.

1.2 Risk Assessment

Barr proposes to complete an abbreviated Potential Failure Mode Analysis (PFMA) workshop as part of the risk assessment task. The objective of the PFMA is for a diverse team consisting of City staff (operations and engineers) and technical experts to review background information and meet to determine the most credible potential failure modes (PFM), their likelihood to occur, and their consequences. The PFMA will allow for the identification of key risks to the dam and City and allow for the development of potential mitigation measures. The mitigation measures will largely be focused on maintenance and monitoring activities to reduce risk vs. making structural changes to the dams.

Barr will obtain relevant data, complete a desktop review by our experts, and develop short summary presentations to explain the key findings to the larger stakeholder team attending the PFMA. We have allotted 2-hours for the presentations and up to 4-hours for the workshop (assumed virtual) identifying the PFMs and understanding their likelihood and consequences. We have assumed attendance by four of our experts (Jon Ausdemore, Brian Becker, Cory Anderson, and Kristin Alstadt).

We have included a site assessment by two of our engineers to better understand the current condition of the outlet structure, embankment, understand the integration with surrounding features, and better understand the operations of the dam for normal and flood conditions. Review of past inspection documents lists the dam in “poor” condition as defined by the National Inventory of Dams and also indicates concerns with the condition of the current outlet structure, concerns with trees and brush on the embankment, and inadequate hydraulic capacity. Both engineers will be mobilized out of our Bismarck office. This work will be completed prior to the risk meeting to allow results and observations to be included in the workshop.

Deliverables: include a presentation of the key findings from the background review, memorandum from the site review, table with the key risks including the PFMs and potential hazard mitigation, and a risk assessment report describing the results of the PFMA.

2 Schedule

We have assumed we will receive Notice to Proceed on this project by June 1, 2025. The anticipated schedule to complete the various Jobs and Tasks identified in Section 1.0 of this document are summarized in Table 1.

Table 1. Anticipated Schedule

Job	Milestone	Estimated Completion Date
Emergency Action Plan	Notice to proceed (assumed)	6/1/2025
	Kickoff meeting	6/8/2025
	Project updates and Monthly Meetings	1/9/2026
	Data Review	6/8/2025
	Survey	7/4/2025
	Hydraulic Model Development - Existing Conditions	8/22/2025
	Dam Breach Modeling	9/12/2025
	Inundation Mapping	9/26/2025
	Draft EAP	11/28/2025
	Meeting to review City Comments on EAP	12/12/2025
	Finalize EAP	12/26/2025
Risk Assessment/ PFMA Workshop	Background Review and Site Reconnaissance	9/5/2025
	PFMA Workshop (virtual)	10/17/2025
	Risk assessment report	11/7/2025

3 Budget

Barr will bill you on a time and expense basis to be invoiced monthly. The budget presented in Table 2 will not be exceeded without prior authorization by you.

Table 2. Estimated Budget

Job	Labor Hours	Sub-Contractor Total	Project Total
Emergency Action Plan			
Kickoff Meeting	7.0	$ -	$1,390
Biweekly progress reports	28.0	$ -	$5,445
Monthly meetings	30.0	$ -	$6,150
Review existing data	12.0	$ -	$2,430
Survey	4.0	$ 42,900	$43,580
Hydraulic Model Development	68.0	$ -	$10,920
Dam Breach Modeling	68.0	$ -	$11,620
Inundation Mapping	84.0	$ -	$12,665
Dam Breach Report	52.0	$ -	$10,580
Meeting (Virtual) - EAP Working meeting	12.0	$ -	$2,270
Draft EAP	90.0	$ -	$13,240
Meeting (Virtual) Draft EAP Comments	10.0	$ -	$2,020
Final EAP	24.0	$ -	$3,710
	497.0	**$ 42,900**	**$126,020**
Risk Assessment			
Review Material	22.0	$ -	$4,770
Develop Presentations/ Meeting Preparation	36.0	$ -	$7,650
Attend Workshop	24.0	$ -	$5,310
Deliverables	66.0	$ -	$13,660
Site Reconnaissance	23.0	$ -	$4,840
	171.0	**$ -**	**$36,230**
Project Totals (Fees)	**$119,200**	**$ 42,900**	**$162,250**
Project Totals (Hours)	**668.0**		

Attachment: Queen City Dam EAP Survey Quote from Civil Science

CivilScience
Engineers | Surveyors | Solutions
531 West Villard Street, Suite 1
Dickinson, ND 58601

2/14/2025

Jennifer Koehler, PE
Barr
via email

RE: Surveying Services – Heart River from Queen City Dam reservoir east to downstream of the city water treatment plant – Stark County - Dickinson, ND

Civil Science is pleased to provide this proposal in response to your request regarding the above-mentioned project. We are committed to delivering surveying services to the highest quality standards in a timely manner. We staff local engineers and surveyors in Dickinson, ND and have had a positive relationship with Barr on previous project work.

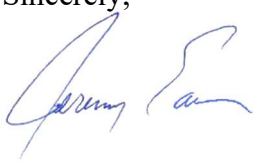
Based on the information you provided in your email on February 12, 2025, we understand this project involves surveying the Heart River from Queen City Dam reservoir east to downstream of the city water treatment plant including bathymetric survey of the reservoir, river cross sections including bathymetric survey to top of bank, major bridges, culverts and inline structures. To accomplish the noted scope, we have budgeted a two-man crew during all fieldwork for safety. We estimate three weeks of field work and a day of office time to process the data and provide deliverables.

We understand the approximate timing of the survey fieldwork will be summer 2025. We ask for two weeks' notice for scheduling purposes.

Our price for this work will be completed on a time and materials basis not to exceed $38,840.00.

Should you have any questions, please contact me at (701) 219-4511 or at jeasum@civilscience.com.

Sincerely,



Jeremy Easum, PE & PLS
Project Manager

Survey Request – For Civil Science

Barr will be developing a hydraulic model of the Heart River from the Queen City Dam reservoir east to downstream of the city water treatment plant to evaluate dam break scenarios. Barr will need survey of the river bottom, and important features along the river, to complete the model. The following is a list of survey data needed, along with details of the data purpose and need. Attached Figures 1 through 10 support the request as well as KMZ files of the features to be surveyed. You will see that there are areas noted on the figures where we are leveraging past survey data from two different projects (1) NDDOT scour project (NDDOT gave permission, Civil Science collected survey) and (2) City of Dickinson East Broadway Dam Project (Barr did design/modeling and leveraging that information and survey from that project)

All survey data should be in NAD 1983 State Plane North Dakota South, FIPS 3302, feet. Vertical units should be feet, and the datum should be NAVD88. Please provide photos of structures where possible.

1 Cross sections

There are 52 cross sections of the Heart River identified. In Figures 1 through 7, the x and y coordinates of the middle of the cross section line are provided to help locate them. We understand that wading across the Heart River to take cross section points may not be possible. We are open to other proposed means (e.g., small sonar boat, or other) to collect the data, sufficient to develop a bathymetry surface of the river.

Exact location is not critical. We understand that some may be difficult to access due to tree coverage, slopes, or land ownership. Please collect survey data as close to the requested location as possible. If you need to move beyond 150 feet upstream or downstream for a given cross section, please let us know so we can check the new proposed location.

At each cross section, at a minimum, please collect the following (minimum 10- survey shots per cross section, up to 20 shots):

- Thalweg (lowest channel point)
- Toe of each bank
- Top of each bank
- Mid-way up the bank slope on each side
- One point outside of the bank on each side (10 to 30 feet from the top of the bank) to help tie into LiDAR data.
- Any points in the channel that may not interpolate well between points (e.g., sand bars)

Please provide a text file or comma-delimited file of X,Y,Z coordinates and elevation in feet.

2 Bathymetry

We will need bathymetry data of the entire Queen City Dam reservoir. The surface area is approximately 18 acres. Please survey the bottom of the reservoir using cross sections across the reservoir spaced approximately 75 feet (+/- 25 feet) in both a direction parallel to the dam (northwest to southeast), and

perpendicular to the dam (southwest to northeast). We anticipate approximately 16 sections parallel to the dam, and 13 sections perpendicular to the dam.

We understand that surveying along the shore may not be possible where depths are shallow. Please survey in areas that are 2 feet deep or greater, getting as close to the shore as practicable. Capture water surface elevation on date of survey.

Please provide a text file or comma-delimited file of X,Y,Z coordinates and elevation in feet, with points filtered to be no closer to each other than 3 feet in a horizontal direction.

3 Bridges

We will need 3 bridges surveyed to represent them in the model. The bridges are:

- State Avenue
- 6th Ave SE
- 10th Ave SE

Please ensure to survey and/or measure the following information:

- Top of bridge deck (centerline if possible).
- Bridge deck thickness (so that we can estimate the bottom of the bridge deck).
- Bridge deck width.
- Railing height and extent.
- Locations of piers, if applicable, by surveying upstream and downstream points.
- Pier thickness and type.
- Abutment slopes and locations where the abutments tie into the bridge deck or water line.

Please see the attached data collection sheet on bridges and other hydraulic structures. Please fill out the sheet for each of the three bridges in the survey request. Take photos of these structures.

Please provide a text file or comma-delimited file of surveyed X,Y,Z coordinates and elevation in feet.

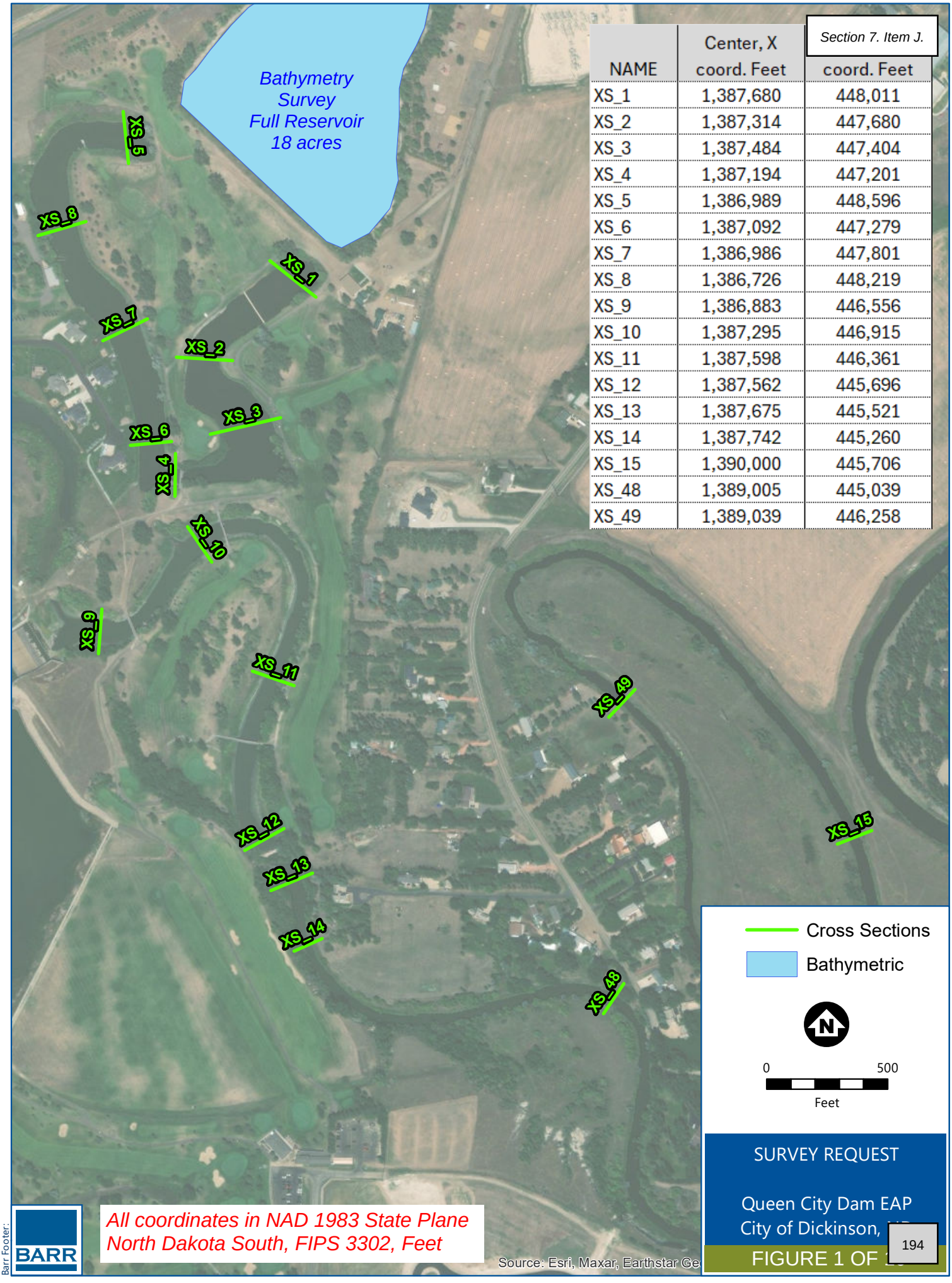
4 In-River Structures and Culverts

There are six locations along the river where there are structures in the river, or high points in the river, or driving lanes that cross through the river. The important aspect of these structures is surveying the centerline of the crest. Plan for a minimum of 3 - 5 survey shots for each inline structure. Take photos of these structures.

- INL_1 is an earth berm feature
- INL_2 is Manns Dam. ***We expect that this dam is too deteriorated to collect survey data along the crest safely; do not attempt if it appears unsafe in any way.*** If unsafe, please simply survey a point on at least one end of the dam crest, or both ends if possible. We will use that information to interpolate in between.
- INL_3 through INL_6 are high spots in the river or driving lanes that cross the river.

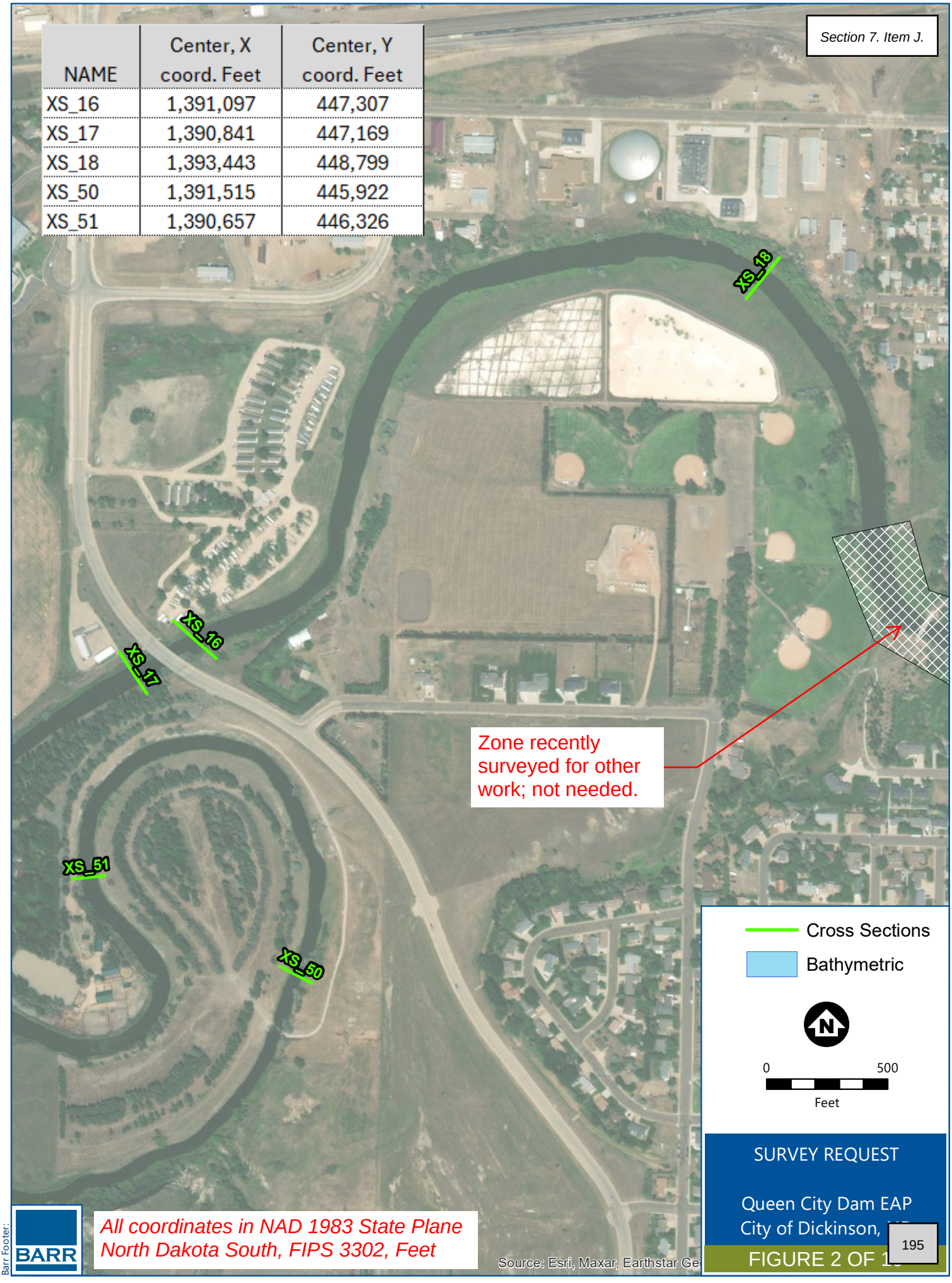
- CV_1 is a suspected culvert (or culverts) that goes under INL_1. Please use the attached hydraulic structures form to document the necessary data of the culvert (upstream and downstream end points, inverts, material, size/diameter, etc.).

Please provide a text file or comma-delimited file of surveyed X,Y,Z coordinates and elevation in feet.



NAME	Center, X coord. Feet	coord. Feet
XS_1	1,387,680	448,011
XS_2	1,387,314	447,680
XS_3	1,387,484	447,404
XS_4	1,387,194	447,201
XS_5	1,386,989	448,596
XS_6	1,387,092	447,279
XS_7	1,386,986	447,801
XS_8	1,386,726	448,219
XS_9	1,386,883	446,556
XS_10	1,387,295	446,915
XS_11	1,387,598	446,361
XS_12	1,387,562	445,696
XS_13	1,387,675	445,521
XS_14	1,387,742	445,260
XS_15	1,390,000	445,706
XS_48	1,389,005	445,039
XS_49	1,389,039	446,258

NAME	Center, X coord. Feet	Center, Y coord. Feet
XS_16	1,391,097	447,307
XS_17	1,390,841	447,169
XS_18	1,393,443	448,799
XS_50	1,391,515	445,922
XS_51	1,390,657	446,326



SURVEY REQUEST

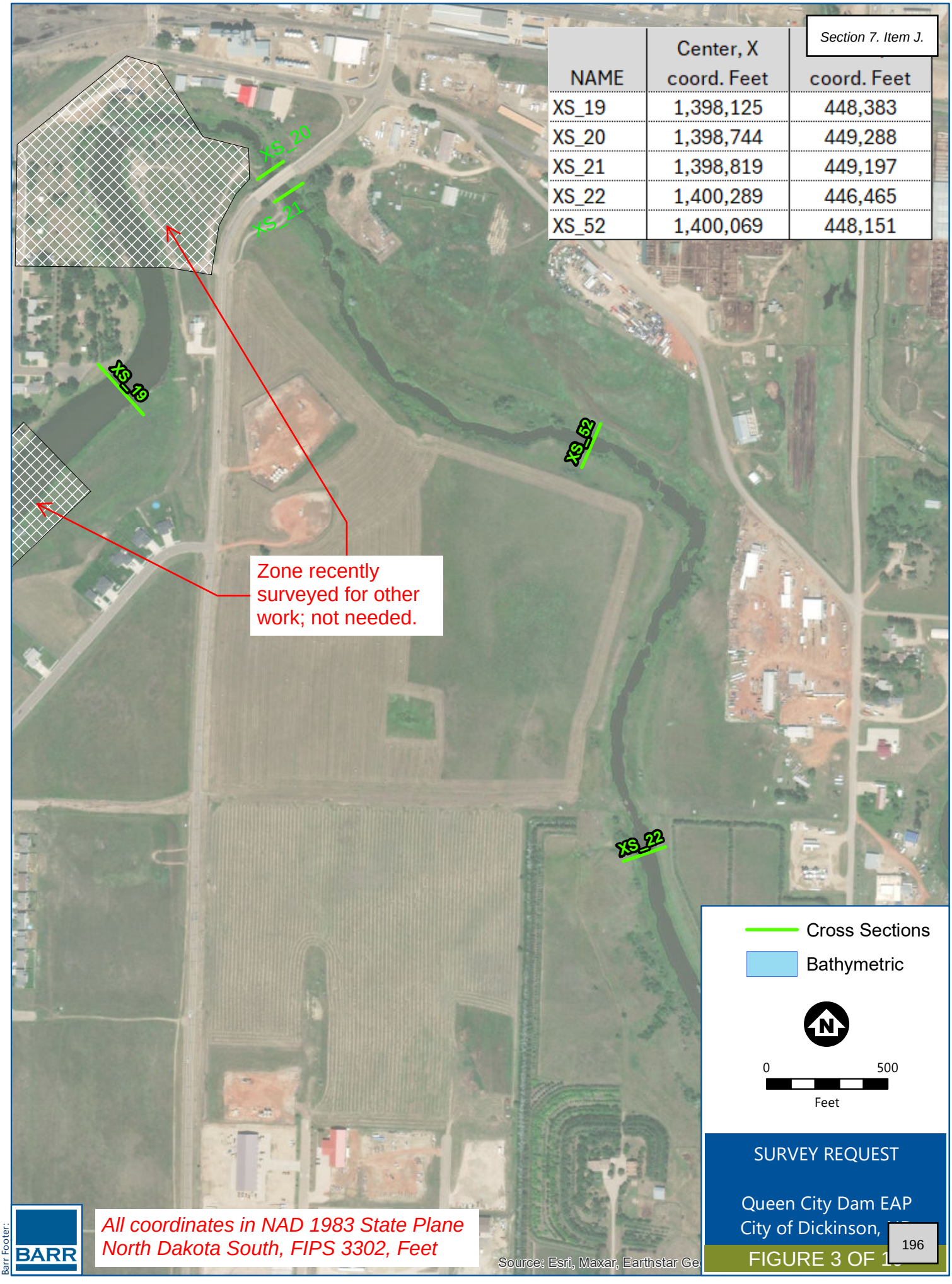
Queen City Dam EAP
City of Dickinson, ND

FIGURE 2 OF 1

All coordinates in NAD 1983 State Plane North Dakota South, FIPS 3302, Feet

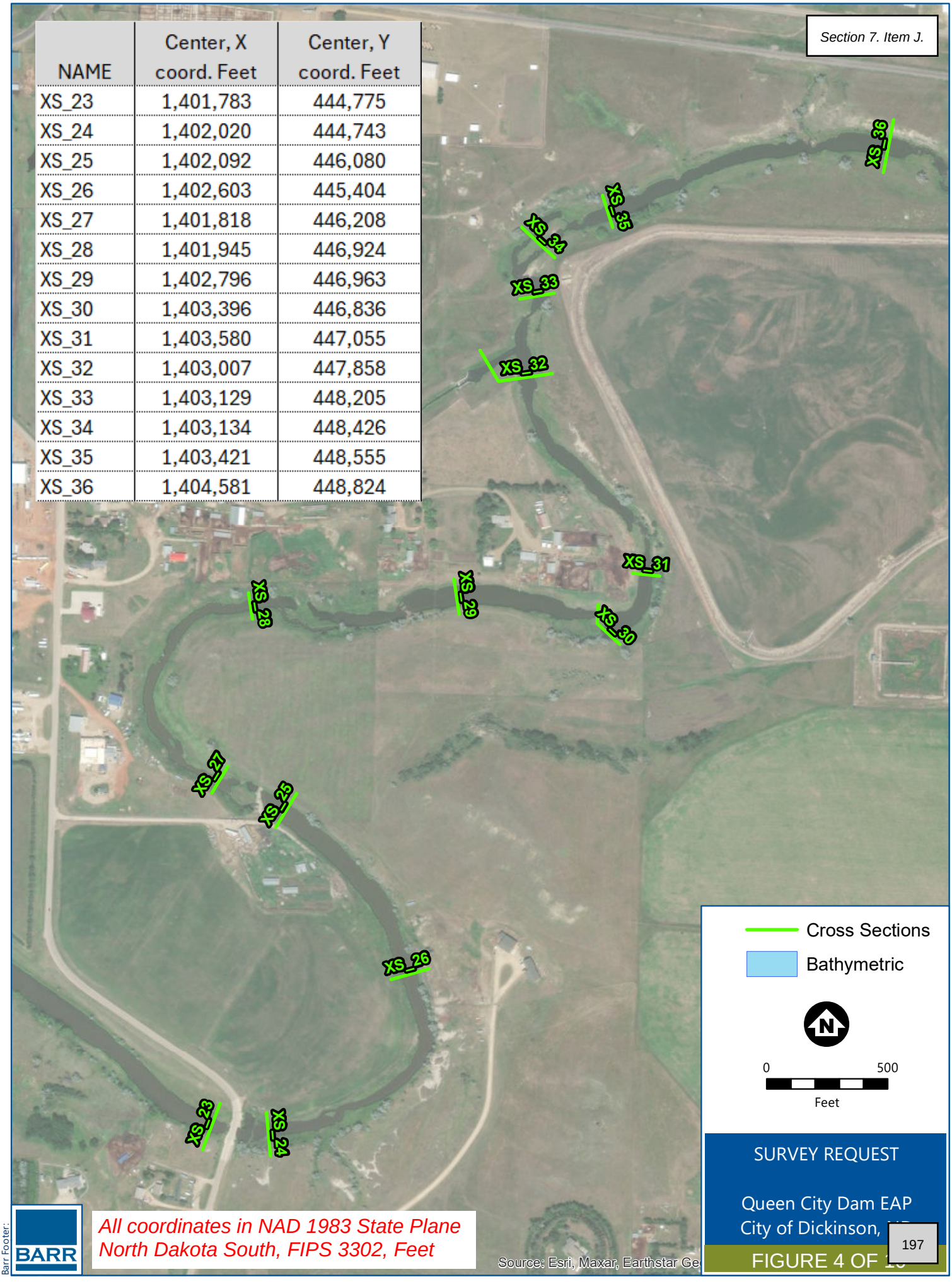
Source: Esri, Maxar, Earthstar Ge

Barr Footer:



NAME	Center, X coord. Feet	coord. Feet
XS_19	1,398,125	448,383
XS_20	1,398,744	449,288
XS_21	1,398,819	449,197
XS_22	1,400,289	446,465
XS_52	1,400,069	448,151

NAME	Center, X coord. Feet	Center, Y coord. Feet
XS_23	1,401,783	444,775
XS_24	1,402,020	444,743
XS_25	1,402,092	446,080
XS_26	1,402,603	445,404
XS_27	1,401,818	446,208
XS_28	1,401,945	446,924
XS_29	1,402,796	446,963
XS_30	1,403,396	446,836
XS_31	1,403,580	447,055
XS_32	1,403,007	447,858
XS_33	1,403,129	448,205
XS_34	1,403,134	448,426
XS_35	1,403,421	448,555
XS_36	1,404,581	448,824



SURVEY REQUEST

Queen City Dam EAP
City of Dickinson, ND

FIGURE 4 OF 1

All coordinates in NAD 1983 State Plane North Dakota South, FIPS 3302, Feet

Source: Esri, Maxar, Earthstar Ge

NAME	Center, X coord. Feet	Center, Y coord. Feet
XS_37	1,406,458	447,394
XS_38	1,406,311	445,601
XS_39	1,408,505	444,992
XS_40	1,409,532	445,988

Cross Sections

Bathymetric

N

0 500

Feet

SURVEY REQUEST

Queen City Dam EAP
City of Dickinson, ND

FIGURE 5 OF 20

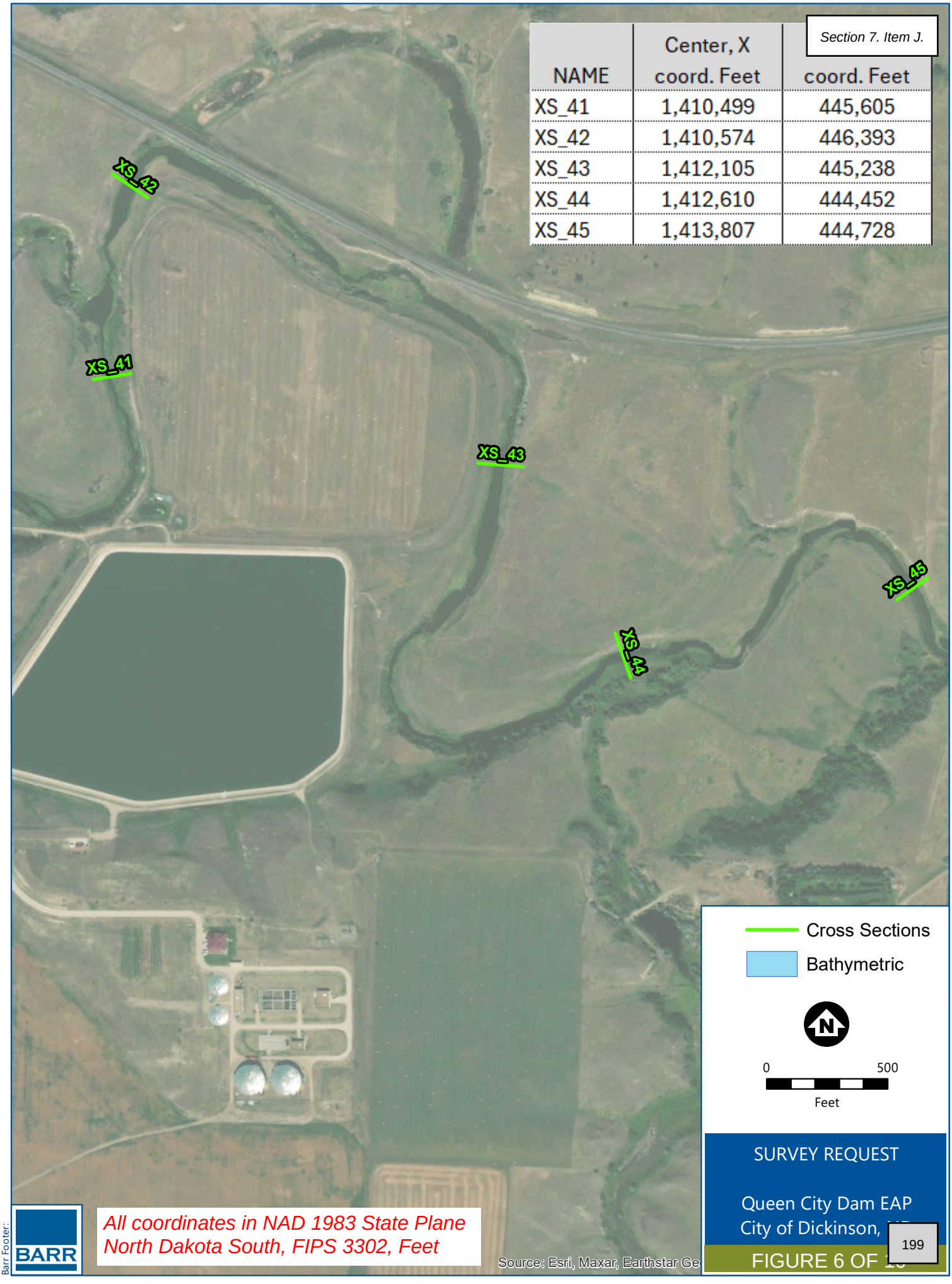
All coordinates in NAD 1983 State Plane North Dakota South, FIPS 3302, Feet

Source: Esri, Maxar, Earthstar Ge

BARR

Barr Footer:

NAME	Center, X coord. Feet	coord. Feet
XS_41	1,410,499	445,605
XS_42	1,410,574	446,393
XS_43	1,412,105	445,238
XS_44	1,412,610	444,452
XS_45	1,413,807	444,728



All coordinates in NAD 1983 State Plane North Dakota South, FIPS 3302, Feet

Source: Esri, Maxar, Earthstar Ge

SURVEY REQUEST

Queen City Dam EAP
City of Dickinson,

FIGURE 6 OF

Barr Footer:
BARR

NAME	Center, X coord. Feet	Center, Y coord. Feet
XS_46	1,415,295	444,613
XS_47	1,416,420	446,129

All coordinates in NAD 1983 State Plane North Dakota South, FIPS 3302, Feet

Source: Esri, Maxar, Earthstar Ge

SURVEY REQUEST

Queen City Dam EAP
City of Dickinson, ND

FIGURE 7 OF 1

200

Culvert Centroid

NAME	Center, X coord. Feet	Center, Y coord. Feet
CV_1	1,387,136	447,056

In-River Structures

NAME	Center, X coord. Feet	Center, Y coord. Feet
INL_1	1,387,280	447,086
INL_2	1,387,588	445,645

All coordinates in NAD 1983 State Plane North Dakota South, FIPS 3302, Feet

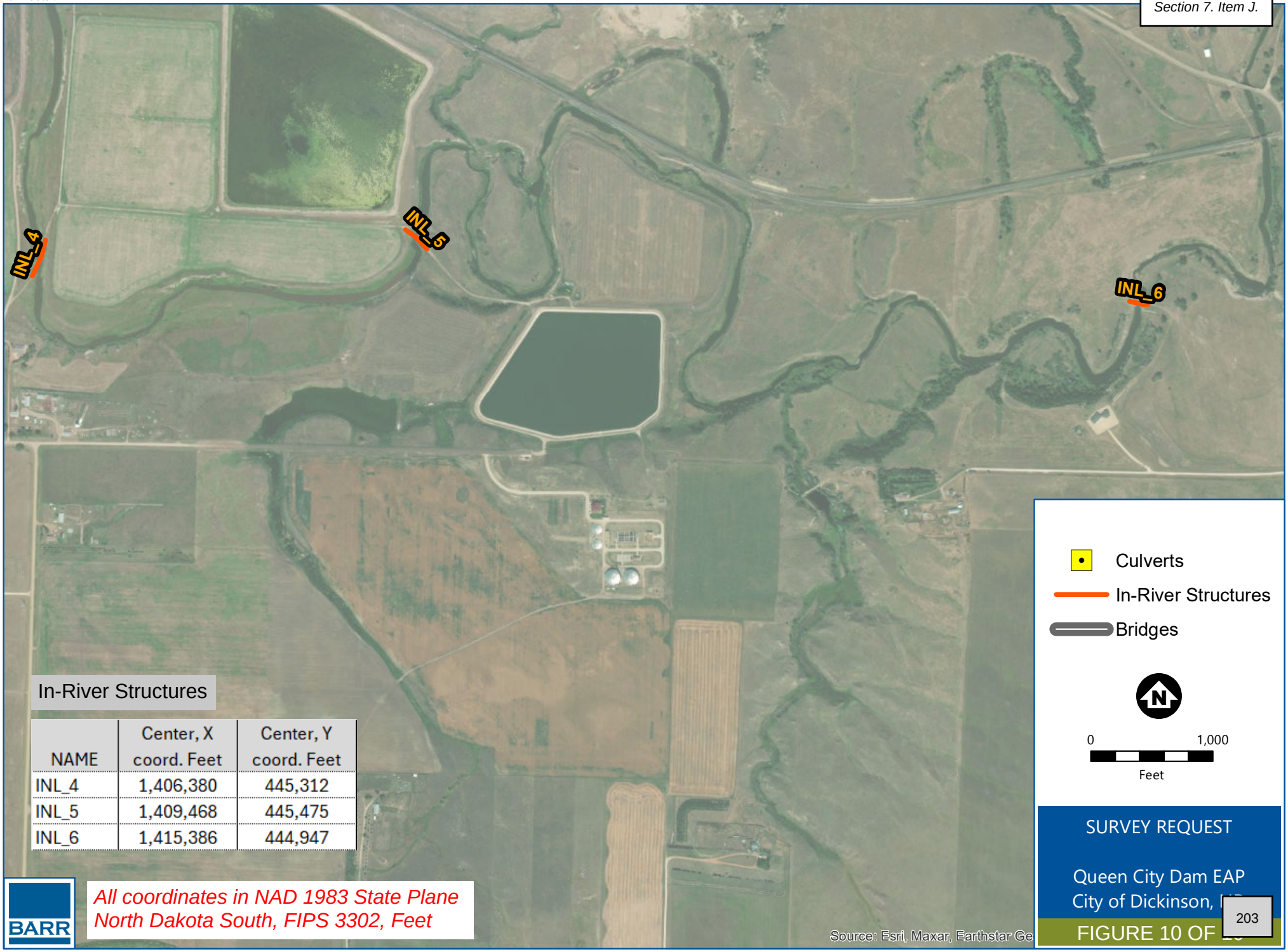
Source: Esri, Maxar, Earthstar Ge

SURVEY REQUEST

Queen City Dam EAP
City of Dickinson,

FIGURE 8 OF

Barr Footer:
BARR



In-River Structures

NAME	Center, X coord. Feet	Center, Y coord. Feet
INL_4	1,406,380	445,312
INL_5	1,409,468	445,475
INL_6	1,415,386	444,947

All coordinates in NAD 1983 State Plane North Dakota South, FIPS 3302, Feet

SURVEY REQUEST

Queen City Dam EAP
City of Dickinson, [illegible]

FIGURE 10 OF [illegible]

LIMITED DETAIL STUDY
HYDRAULIC STRUCTURE DATA WORKSHEET

Date		**Stream Name**	
Time		**Road Name**	
Taken By		**Structure Number**	
County		**GPS Point Number**	
Type of Structure	Bridge Culvert Weir Dam Other		
Hydraulic Width (ft)	(Length from US side to DS side of structure)		
Approximate Skew	(Angle btwn structure CL & road CL. 0-90°. 90° = ⊥)		
Railing Height (ft)	(Height of railing on bridge or culvert)		
Deck Thickness (ft)	(Distance from top of road to top of culvert or low chord of bridge)		

Culverts: (See back of sheet for descriptions, diagrams, and sketch space if required)

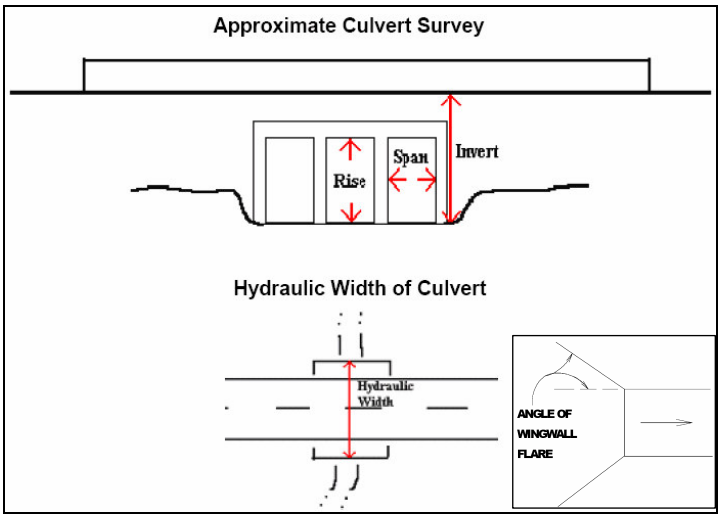
	Barrel #1	**Barrel #2**	**Barrel #3**	**Barrel #4**	**Barrel #5**
Barrel Type					
Inlet Type					
Rise or Diameter (ft)					
Span (ft)					
Invert Elevation (ft) Upstream/Downstream	/	/	/	/	/
% Blocked					

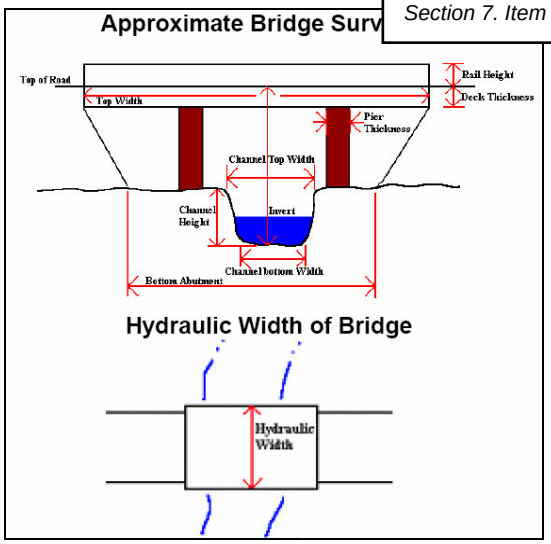
Bridges: (See back of sheet for descriptions, diagrams, and sketch space if required)

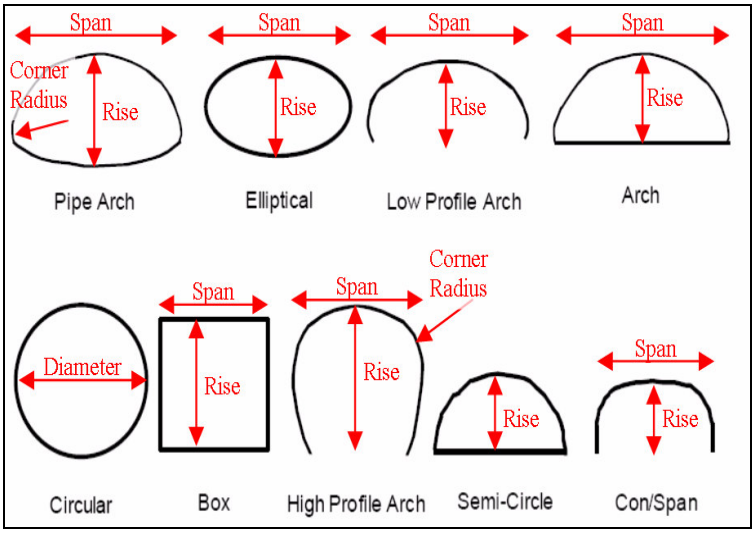
Rail Height (ft)		**Top Width (ft)**	
Deck Thickness (ft)		**Bottom Abutment Width (ft)**	
Number and Type of Piers		**Channel Top Width (ft)**	
Pier Thickness (ft)		**Channel Bottom Width (ft)**	
Invert (ft) (Dist from road to invert)		**Channel Height (ft)**	

Photograph Log

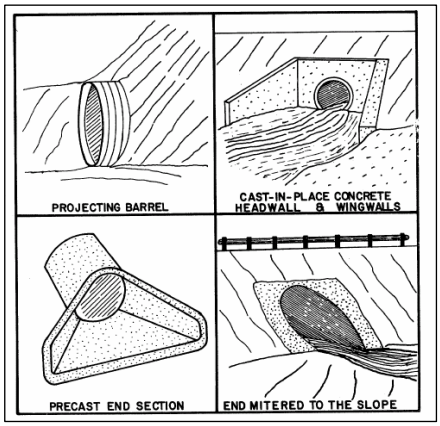
Picture Number	**Description**
	Upstream of structure looking downstream at structure; upstream face (required) rdname_USF.jpg
	From structure looking upstream at channel (required) rdname_USC.jpg
	From structure looking downstream at channel (required) rdname_DSC.jpg
	Downstream of structure looking upstream at structure; downstream face (required) rdname_DSF.jpg







Inlet Types



Pier Shapes

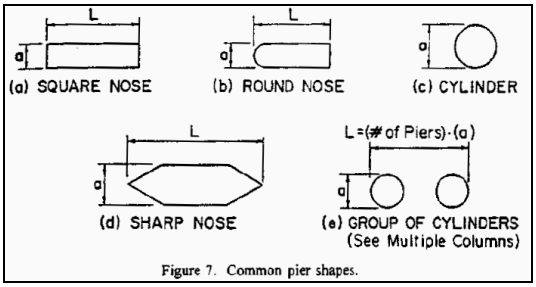


Figure 7. Common pier shapes.

Sketch Area

2025 Watermain Replacement Project

ORANGE **= 6-INCH CAST IRON MAIN TO BE REPLACED WITH 8-INCH PVC**

PURPLE **= 6-INCH CAST IRON MAIN TO BE ABANDONED IN PLACE**

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated January 1, 2018.

Amendment No. 1 To Task Order No. 2024-2: 2025 Watermain Replacement Project

1. Background Data:

a. Effective Date of Task Order: March 19, 2024

b. Owner: City of Dickinson, ND

c. Engineer: Apex Engineering Group, Inc.

d. Specific Project: 2025 Watermain Replacement Project

2. Description of Modifications

a. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows:

i. the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:

- Construction Phase Services (Exhibit A, Paragraph A1.05)
  - including Resident Project Representative (RPR) services (A1.05.A.2) - Exhibit D of the Agreement is expressly incorporated in this Task Order Amendment by reference.
- Post-Construction Phase Services (Exhibit A, Paragraph A1.06)

b. Attachments: **Attachment 1 – Scope of Services** pertaining to specific tasks for the project.

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c. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: $567,800* (Hourly Rates)
*Based on construction schedule provided by Contractor - will not be exceeded without Owner's written approval.

d. The schedule for rendering services under this Task Order is modified as follows (Contractor dependent):

- Construction Phase Services: April 15, 2025 to October 31, 2025 (includes estimated 24 weeks of construction)
- Post Construction Phase Services: November 1, 2025 to February 1, 2026

3. Task Order Summary (Reference only)

a.	Original Task Order amount:	$ 242,600
b.	Net change for prior amendments:	$ NA
c.	This amendment amount:	$ 567,800
d.	Adjusted Task Order amount:	$ 810,400

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is April 15, 2025.

OWNER:		ENGINEER:	
By:		By:	Scott M. Schneider
Title:		Title:	Vice President
Date Signed:		Date Signed:	4-8-2025

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Apex Engineering Group

Water | Transportation| Municipal | Facilities

Attachment 1 to Amendment No. 1, Task Order No. 2024-2

Scope of Services: 2025 Watermain Replacement Project

City of Dickinson, North Dakota

April 7, 2025

Tasks
Task 1, Preliminary and Final Design Services
Task 2, Construction and Post Construction Services
Task 3, Funding Documentation and Support Services

Background:

Project to replace existing cast-iron watermains and lead service lines. The 2025 project includes the following areas:

- 9th Avenue West from Villard Street to 2nd Street West
- 10th Avenue West from Villard Street south about one block to the extents of the existing watermain
- 7th Avenue West from Villard Street south about one block to the extents of the existing watermain
- 1st Street West from 12th Avenue West to Hollywood Boulevard
- 2nd Street West from 10th Avenue West to 12th Avenue West
- 5th Street West from 7th Avenue West to 8th Avenue West
- 10th Ave East at 2nd St. East/3rd St. East

All service lines will be replaced from the main to the curb stop and lead service lines will also be replaced as part of the project from the curb stop to the meter. The project also includes a Street Improvement District (SID) which entails the assessment of the removal and replacement of sidewalks and driveways to adjacent property owners. A mill and overlay for the watermain replacement area is also included in the scope of the project.

Task 1, Preliminary and Final Design Services

The Preliminary and Final Design Services were modified with the following Additional Services:

1.1 Preliminary (including survey) and Final Design of watermain replacement of 6" cast iron crossings of 10th Avenue East at 2nd Street East and 3rd Street East within the future 10th Avenue East mill and overlay proposed limits of construction.

1.2 ND SHPO required Class I Cultural Resources Literature Review.

Task 2, Construction and Post Construction Services

Objective:
The objective of this task is to observe and manage construction of the 2025 Watermain Replacement Project. This task also includes project management for the entire project. The estimated construction schedule is from June 1, 2025 to October 31, 2025.

2.0 **Construction and Post Construction Services**

2.1 Contract Administration

2.2 Construction Observation

- Contractor has scheduled five 12-hour days plus one 8-hour day per week.
- Lead Service line replacements will be coordinated with City staff and specific property owners. Construction Observation includes coordinating with property owners and City staff in the field.

2.3 Construction Progress Meetings

- Progress meetings will be weekly

2.4 Shop Drawing & Submittal Review

2.5 Partial Payment Processing

2.6 Project Startup

2.7 Closeout

- Record Drawings and GIS files of pipes, valves and hydrants with City attributes populated (pipe size, material, year installed)

Task 3, Funding Documentation and Support Services

Objective:
The objective of this task it to document construction costs for the following funding requirements:

3.0 **Funding Documentation Services**

3.1 Street Improvement District (SID):

- Replacement of failed sidewalks and driveways will be tracked and assessed to adjacent property owners through an established SID.
- Apex will provide the final digital assessment letters to the City for printing and mailing to the property owners.

3.2 ND Department of Water Resources (NDDWR):

- The City is applying for a cost share agreement with NDDWR for cost share of the watermain and associated costs of 10-feet of surface improvements over the watermain and service lines.
- Quantities for NDDWR Cost Share reimbursements will be tracked according to the approved Cost Share application.
- Apex will assist the City with Cost Share request submittals.

3.3 Drinking Water SRF Loan:

- The City currently has two separate loans through the Drinking Water State Revolving Fund (DWSRF). One loan is specific to Lead Service line replacements and will require breakouts of lead service line construction items. This task includes assisting with the loan draws and final loan documentation and coordinating and submitting Pay Requests for the DWSRF Program and loan closeout documents.

City of Dickinson Responsibilities:

- ✓ Execute contract between City of Dickinson and Apex.
- ✓ Provide requested information in a timely manner.
- ✓ Coordinate with Engineer of Record as requested.

Apex Responsibilities and Deliverables:

- ✓ Review and execute contract with City of Dickinson in a timely manner.
- ✓ Communicate with City of Dickinson on project updates and schedule.
- ✓ Manage Project Staff to complete project tasks, meet contractual deadlines and stay within budget.

CITY OF Dickinson North Dakota

Engineering Memorandum

April 30, 2025

RE: May 6th Commission Meeting

2025 WATERMAIN REPLACEMENT PROJECT– TASK ORDER AWARD AMENDMENT TO APEX ENGINEERING GROUP, INC.

For your consideration is a task order amendment with Apex Engineering Group, Inc. to perform construction engineering services for the 2025 Watermain Replacement project for an hourly not to exceed amount as specified in the contract of **$567,800.00**. The City Attorney has reviewed this task order amendment, and has no comments. The project was approved with the 2025 capital improvement project budget, and the work is to be paid for using Gross Production Tax (GPT), State Revolving Fund Drinking Water (SRF) loan, North Dakota Department of Water Resources State Water Commission grant, and with a SID.

Included in the scope of work are the following tasks: project management, a full time resident project representatives during construction, contract administration, field survey for the asbuilt documents and maps, State Water Commission Grant fund applications, SRF Loan fund applications, and final special assessment calculations and letters.

The city engineering staff recommends approval.

2025 Watermain Replacement Project

ORANGE **= 6-INCH CAST IRON MAIN TO BE REPLACED WITH 8-INCH PVC**

PURPLE **= 6-INCH CAST IRON MAIN TO BE ABANDONED IN PLACE**

NORTH Dakota | Water Resources
Be Legendary.

Commission Date : 4/10/25
Commission Action : Approved (slbrost)

Approved for state cost-share of $1,918,834 at 60 percent of eligible costs.

MEMORANDUM

TO: Lt. Governor Michelle Strinden
Members of the State Water Commission
FROM: Reice Haase, Secretary
SUBJECT: State Water Supply – City of Dickinson
2025 Water Main Replacement
DATE: March 27, 2025

Background & Description

The City of Dickinson is requesting construction cost-share for their 2025 Water Main Replacement (Project). The Project is replacement of a total of 3,596 feet of aging cast iron water main on 12 blocks on the south side of Dickinson along 7th Avenue W, 9th Avenue W, 10th Avenue W, 1st Street W, 2nd Street W, and 5th Street W, and will be combined with street improvements. The Project is located in Stark County.

Supplemental Information

Water Development Plan / Priority	None
New / Future / Current Service Users	0 / 0 / 60
Present Value Cost / User (Preferred Alternative)	$115,917
Rate / 5,000-Gallons	$48.35
Comparable Rate / 5,000-Gallons	$47.00
Water Source - Upper Heart Basin	

Schedule

Task	Dates
Study	-
Design	Feb. 2025
Bid	Mar. 28, 2025
Construction	May 2025
Completion	Oct. 2025

Cost-Share Funding Summary

	Preconstruction	**Construction**	Total	Approved	**Recommend**
Noneligible Cost	$242,600	$1,369,507	$1,612,107		
Eligible Cost	$0	$4,237,748	$4,237,748		
Total	$242,600	$5,607,255	$5,849,855		
Cost-Share 60%	$0	**$2,542,649**	$2,542,649		**$2,542,649**

This project meets requirements of the Water Commission's cost-share policy. Therefore, I recommend approval of this request from the City of Dickinson for state cost-share participation in the 2025 Water Main Replacement project at 60 percent of eligible costs, not to exceed $2,542,649. This approval is contingent on available funding.

RH:jsp:ln/2050DIK

1200 Memorial Highway | Bismarck, ND 58504 | 701.328.2750 | DWR.nd.gov

CITY OF Dickinson North Dakota

Engineering Memorandum

April 28, 2025

RE: May 6th, 2025 Commission Meeting

202503 – 2025 Watermain Replacement Project - GRANT CONTRACT WITH NORTH DAKOTA STATE WATER COMMISSION

For your consideration is a grant contract with the North Dakota State Water Commission (State) to fund a portion of the engineering & construction services cost-share of 60-percent not to exceed **$1,918,834** as specified in State contract DWR Project No. 2050/DIK. The project was approved with the 2025 capital improvement project budget, and it is to be paid for using Gross Production Tax (GPT), State Revolving Fund Drinking Water (SRF), and with a SID.

Apex Engineering has been awarded the engineering for this project.

BEK Consulting has been awarded the construction for this project.

The city engineering staff recommends approval.

DWR Project No. 2050DIK
Planning and Education Division
April 2025

Agreement for Cost-Share Reimbursement
City of Dickinson
2025 Water Main Replacement

1. PARTIES. This agreement is between the State of North Dakota (State), by and through the State Water Commission (Commission), and the City of Dickinson (Sponsor).

2. PROJECT DESCRIPTION AND LOCATION. Sponsor is seeking funding for construction costs for the replacement of water main on 12 blocks on the south side of Dickinson along 7th Avenue W, 9th Avenue W, 10th Avenue W, 1st Street W, 2nd Street W, and 5th Street W (Project). The Project located in Stark County, North Dakota.

3. COMMISSION'S RESPONSIBILITY AND INTENT. Commission will provide Sponsor with cost-share, not to exceed $1,918,834, as approved by Commission on April 10, 2025, to reimburse 60 percent of the actual eligible costs incurred in Project, contingent on availability of funds and conditions of this agreement. Commission's intent in providing this funding to Sponsor is to help Sponsor financially afford Project. Sponsor retains sole and absolute discretion in the manner and means of carrying out Project, except to the extent specified in this agreement.

4. SPONSOR'S RESPONSIBILITIES. Sponsor must:

a. Complete Project.
b. Provide continued maintenance for Project.
c. Ensure all applicable permits (federal, state, and local) are obtained.
d. Acquire all title to land and easements for Project.
e. Comply with all North Dakota laws applicable to Project.
f. Maintain a Project file containing relevant documents and correspondence generated during the course of Project. Commission is not responsible for maintaining a Project file.
g. Provide a progress report to Commission at least every four years if the term of Project exceeds four years.
h. Notify Commission of any changes to Project funding, including additional funding or funding sources. Cost-share may be modified based on the revised local share.
i. Prior to signature, inform Commission and any other relevant party regarding Project of any errors, misinterpretations, changes, modifications, miscalculations, incorrect Project descriptions, or any other information stated herein that is inaccurate.
j. Notify Commission of litigation related to Project. If Project becomes the subject of litigation before all funds have been disbursed, the Secretary may withhold funds until litigation is concluded.

5. **ELIGIBLE COSTS.** Commission has sole discretion to determine eligible costs and availability of Commission funds. Additional information is outlined in Commission's cost-share policy. Commission will not cost-share in litigation costs unless there has been a separate authorization.

6. PAYMENT. Commission will make partial payments upon receipt and approval of Sponsor's written request. Sponsor must provide Commission verification of actual costs and a Project status report with each payment request. A Commission representative may inspect Project to determine whether the work satisfies Commission's cost share requirements before Commission makes payment(s) to Sponsor. Request for final payment must include verification of Project completion as requested by Commission.

7. INDEMNIFICATION. Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to defend, indemnify, and hold harmless State, from and against claims based on the vicarious liability of State or its agents, but not against claims based on State's negligence or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by subcontractor to State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary. Subcontractor also agrees to reimburse State for all costs, expenses, and attorneys' fees incurred if State prevails in an action against subcontractor in establishing and litigating the indemnification coverage required herein. This obligation continues after the termination of this agreement.

8. INSURANCE. Sponsor must secure and keep in force during the term of this agreement, from an insurance company, government self-insurance pool, or government self-retention fund authorized to do business in North Dakota, commercial general liability with minimum limits of liability of $500,000 per person and $2,000,000 per occurrence.

In addition, Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies authorized to do business in North Dakota, the following insurance coverages:

a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of $2,000,000 per occurrence.
b. Automobile liability, including Owned (if any), Hired, and Non-owned automobiles, with minimum liability limits of $500,000 per person and $2,000,000 per occurrence.
c. Workers' compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this contract.
d. If subcontractor is domiciled outside State, employer's liability or

"stop gap" insurance of not less than $2,000,000 as an endorsement on the workers' compensation or commercial general liability insurance.

The insurance coverages listed above must meet the following additional requirements:

e. Any deductible or other similar obligation under the policies is the sole responsibility of the subcontractor. The amount of any deductible is subject to approval by State.

f. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies must be in form and terms approved by the State.

g. State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the subcontractor in excess of the minimum requirements set forth above. The duty to defend, indemnify, and hold harmless State under this agreement is not limited by the insurance required in this agreement.

h. State must be endorsed on the commercial general liability policy, including any excess policies, as additional insured. State must have all the benefits, rights, and coverages of an additional insured under these policies that are not limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of Sponsor.

i. The insurance required in this agreement, through a policy or endorsement, must include:

(1) A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against State;

(2) A provision that subcontractor's insurance coverage is primary (i.e., pay first) as respects any insurance, self-insurance, or self-retention maintained by State and that any insurance, self- insurance, or self-retention maintained by State must be in excess of the subcontractor's insurance and must not contribute with it;

(3) Cross liability/severability of interest for all policies and endorsements;

(4) The legal defense provided to State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary;

(5) The insolvency or bankruptcy of the insured subcontractor must not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured subcontractor from meeting the retention limit under the policy.

j. Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.

9. BREACH. Violation of any provision of this agreement by Sponsor constitutes breach of this agreement. A breach obligates Sponsor to reimburse Commission for all funds paid to Sponsor and relieves Commission of all obligations under this agreement.

10. AGREEMENT BECOMES VOID. This agreement is void if not signed and returned by Sponsor within 60 days of Commission's signature.

11. TERMINATION.

a. Commission may terminate this agreement effective upon delivery of written notice to Sponsor, or a later date as may be stated in the notice, under any of the following conditions:
   (1) If Commission determines an emergency exists.
   (2) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to provide the funds necessary to comply with this agreement. The parties may modify this agreement to accommodate a reduction in funds.
   (3) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
   (4) If any license, permit, or certificate required by law, rule, or this agreement is denied, revoked, suspended, or not renewed.
   (5) If Sponsor does not submit a timely progress report under 4.(g.), or the Commission determines after reviewing a progress report that Project has not made sufficient progress.
   (6) If Commission determines that continuing the agreement is no longer necessary or would not produce beneficial results commensurate with the further expenditure of public funds.

b. Any termination of this agreement is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

c. The rights and remedies of any party provided in this agreement are not exclusive.

12. APPLICABLE LAW AND VENUE. This agreement is governed by and construed under the laws of State. Any action to enforce this agreement must be adjudicated exclusively in the District Court of Burleigh County, North Dakota.

13. SEVERABILITY. If any term of this agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected, and if possible, the rights and obligations of the parties are to be construed and enforced as if the agreement did not contain that term.

14. SPOLIATION – PRESERVATION OF EVIDENCE. Sponsor agrees to promptly notify Commission of all potential claims that arise or result from this agreement. Sponsor must also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Commission the opportunity to review and inspect the evidence, including the scene of an accident.

15. NONDISCRIMINATION. Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), N.D.C.C. title 34, and all applicable federal and state laws, rules, and policies relating to nondiscrimination, accessibility, and civil rights.

16. MERGER AND MODIFICATION. This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this agreement. This agreement may not be modified, supplemented, or amended in any manner, except by written agreement signed by both parties.

17. AUTHORITY TO SIGN. Each of the undersigned persons represents and warrants that he or she is fully authorized to enter into the terms and conditions of this Agreement, and execute this Agreement on behalf of the Party or Parties he or she represents and further represents that he or she has explained this Agreement to the Party or Parties he or she represents and has obtained the agreement of each such Party to abide by the term and conditions of this Agreement.

NORTH DAKOTA STATE WATER COMMISSION

By:

REICE HAASE
Secretary

Date: 04/22/2025

CITY OF DICKINSON

By: _____

SCOTT DECKER
Mayor

Date: _____

Countersignature and Date (if required)

Print Name and Title

Sims from 2nd St E to 9TH St E

CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota

Engineering Memorandum

April 28, 2025

RE: May 6th, 2025 Commission Meeting

SIMS – 2nd ST E to 9th ST E Project - GRANT CONTRACT WITH NORTH DAKOTA STATE WATER COMMISSION

For your consideration is a grant contract with the North Dakota State Water Commission (State) to fund a portion of the engineering & construction services cost-share of 60-percent not to exceed **$959,736** as specified in State contract DWR Project No. 2050/DIK. The project was approved with the 2025 capital improvement project budget, and it is to be paid for using Gross Production Tax (GPT), and State Revolving Fund Drinking and Clean Water loans.

Apex Engineering has been awarded the engineering for this project.

BEK Consulting has been awarded the construction for this project.

The city engineering staff recommends approval.

NORTH Dakota | Water Resources
Be Legendary.

Commission Date : 4/10/25
Commission Action : Approved (slbrost)

Approved for state cost-share of $959,736 at 60 percent of eligible costs.

MEMORANDUM

TO: Lt. Governor Michelle Strinden
Members of the State Water Commission
FROM: Reice Haase, Secretary
SUBJECT: State Water Supply – City of Dickinson
Sims Street Improvements 2nd Street to 9th Street
DATE: March 27, 2025

Background & Description

The City of Dickinson is requesting construction cost-share for their Sims Street Improvements (Project). The Project is replacement of 2,258 feet of aging cast iron water main along Sims Street in three segments between 10th Street E and 2nd Street E, and is part of combined street, water main, storm water, and sanitary sewer improvements planned for Dickinson. The Project is located in Stark County.

Supplemental Information

Water Development Plan / Priority	None
New / Future / Current Service Users	0 / 0 / 40
Present Value Cost / User (Preferred Alternative)	$208,775
Rate / 5,000-Gallons	$48
Comparable Rate / 5,000-Gallons	$47
Water Source – Upper Heart Basin	

Project Schedule

Task	Dates
Study	N/A
Design	Feb. 2025
Bid	Mar. 28, 2025
Construction	May 2025
Completion	Oct. 2025

Cost-Share Funding Summary

	Preconstruction	**Construction**	Total	Approved	**Recommend**
Noneligible Cost	$541,620	$4,355,321	$4,896,941		
Eligible Cost	$0	$2,251,284	$2,251,284		
Total	$541,620	$6,606,605	$7,148,225		
Cost-Share 60%	$0	**$1,350,770**	$1,350,770		**$1,350,770**

This project meets requirements of the Water Commission's cost-share policy. Therefore, I recommend approval of this request from the City of Dickinson for state cost-share participation in the Sims Street Improvements 2nd Street to 9th Street project at 60 percent of eligible costs, not to exceed $1,350,770. This approval is contingent on available funding.

RH:jsp:ln/2050DIK

1200 Memorial Highway | Bismarck, ND 58504 | 701.328.2750 | DWR.nd.gov

DWR Project No. 2050DIK
Planning and Education Division
April 2025

Agreement for Cost-Share Reimbursement
City of Dickinson
Sims Street Improvements 2nd Street to 9th Street

1. PARTIES. This agreement is between the State of North Dakota (State), by and through the State Water Commission (Commission), and the City of Dickinson (Sponsor).

2. PROJECT DESCRIPTION AND LOCATION. Sponsor is seeking funding for construction costs associated with the replacement of water main along Sims Street in three segments between 10th Street E and 2nd Street E (Project). Project is located in Dickinson, Stark County, North Dakota.

3. COMMISSION'S RESPONSIBILITY AND INTENT. Commission will provide Sponsor with cost-share, not to exceed $959,736, as approved by Commission on April 10, 2025, to reimburse 60 percent of the actual eligible costs incurred in Project, contingent on availability of funds and conditions of this agreement. Commission's intent in providing this funding to Sponsor is to assist Sponsor financially with Project costs. Sponsor retains sole and absolute discretion in the manner and means of carrying out Project, except to the extent specified in this agreement.

4. SPONSOR'S RESPONSIBILITIES. Sponsor must:

a. Complete Project.
b. Provide continued maintenance for Project.
c. Ensure all applicable permits (federal, state, and local) are obtained.
d. Acquire all title to land and easements for Project.
e. Comply with all North Dakota laws applicable to Project.
f. Maintain a Project file containing relevant documents and correspondence generated during the course of Project. Commission is not responsible for maintaining a Project file.
g. Provide a progress report to Commission at least every four years if the term of Project exceeds four years.
h. Notify Commission of any changes to Project funding, including additional funding or funding sources. Cost-share may be modified based on the revised local share.
i. Prior to signature, inform Commission and any other relevant party regarding Project of any errors, misinterpretations, changes, modifications, miscalculations, incorrect Project descriptions, or any other information stated herein that is inaccurate.
j. Notify Commission of litigation related to Project. If Project becomes the subject of litigation before all funds have been disbursed, the Secretary may withhold funds until the litigation is concluded.

5. **ELIGIBLE COSTS.** Commission has sole discretion to determine eligible costs and availability of Commission funds. Additional information is outlined in Commission's cost-share policy. Commission will not cost-share in litigation costs unless there has been a separate authorization.

6. PAYMENT. Commission will make partial payments upon receipt and approval of Sponsor's written request. Sponsor must provide Commission verification of actual costs and a Project status report with each payment request. A Commission representative may inspect Project to determine whether the work satisfies Commission's cost share requirements before Commission makes payment(s) to Sponsor. Request for final payment must include verification of Project completion as requested by Commission.

7. INDEMNIFICATION. Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to defend, indemnify, and hold harmless State, from and against claims based on the vicarious liability of State or its agents, but not against claims based on State's negligence or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by subcontractor to State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary. Subcontractor also agrees to reimburse State for all costs, expenses, and attorneys' fees incurred if State prevails in an action against subcontractor in establishing and litigating the indemnification coverage required herein. This obligation continues after the termination of this agreement.

8. INSURANCE. Sponsor must secure and keep in force during the term of this agreement, from an insurance company, government self-insurance pool, or government self-retention fund authorized to do business in North Dakota, commercial general liability with minimum limits of liability of $500,000 per person and $2,000,000 per occurrence.

In addition, Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies authorized to do business in North Dakota, the following insurance coverages:

a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of $2,000,000 per occurrence.
b. Automobile liability, including Owned (if any), Hired, and Non-owned automobiles, with minimum liability limits of $500,000 per person and $2,000,000 per occurrence.
c. Workers' compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this contract.
d. If subcontractor is domiciled outside State, employer's liability or

"stop gap" insurance of not less than $2,000,000 as an endorsement on the workers' compensation or commercial general liability insurance.

The insurance coverages listed above must meet the following additional requirements:

e. Any deductible or other similar obligation under the policies is the sole responsibility of the subcontractor. The amount of any deductible is subject to approval by State.

f. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies must be in form and terms approved by the State.

g. State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the subcontractor in excess of the minimum requirements set forth above. The duty to defend, indemnify, and hold harmless State under this agreement is not limited by the insurance required in this agreement.

h. State must be endorsed on the commercial general liability policy, including any excess policies, as additional insured. State must have all the benefits, rights, and coverages of an additional insured under these policies that are not limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of Sponsor.

i. The insurance required in this agreement, through a policy or endorsement, must include:

(1) A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against State;

(2) A provision that subcontractor's insurance coverage is primary (i.e., pay first) as respects any insurance, self-insurance, or self-retention maintained by State and that any insurance, self- insurance, or self-retention maintained by State must be in excess of the subcontractor's insurance and must not contribute with it;

(3) Cross liability/severability of interest for all policies and endorsements;

(4) The legal defense provided to State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary;

(5) The insolvency or bankruptcy of the insured subcontractor must not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured subcontractor from meeting the retention limit under the policy.

j. Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.

9. BREACH. Violation of any provision of this agreement by Sponsor constitutes breach of this agreement. A breach obligates Sponsor to reimburse Commission for all funds paid to Sponsor and relieves Commission of all obligations under this agreement.

10. AGREEMENT BECOMES VOID. This agreement is void if not signed and returned by Sponsor within 60 days of Commission's signature.

11. TERMINATION.

a. Commission may terminate this agreement effective upon delivery of written notice to Sponsor, or a later date as may be stated in the notice, under any of the following conditions:
   (1) If Commission determines an emergency exists.
   (2) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to provide the funds necessary to comply with this agreement. The parties may modify this agreement to accommodate a reduction in funds.
   (3) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
   (4) If any license, permit, or certificate required by law, rule, or this agreement is denied, revoked, suspended, or not renewed.
   (5) If Sponsor does not submit a timely progress report under 4.(g.), or the Commission determines after reviewing a progress report that Project has not made sufficient progress.
   (6) If Commission determines that continuing the agreement is no longer necessary or would not produce beneficial results commensurate with the further expenditure of public funds.

b. Any termination of this agreement is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

c. The rights and remedies of any party provided in this agreement are not exclusive.

12. APPLICABLE LAW AND VENUE. This agreement is governed by and construed under the laws of State. Any action to enforce this agreement must be adjudicated exclusively in the District Court of Burleigh County, North Dakota.

13. SEVERABILITY. If any term of this agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected, and if possible, the rights and obligations of the parties are to be construed and enforced as if the agreement did not contain that term.

14. SPOLIATION – PRESERVATION OF EVIDENCE. Sponsor agrees to promptly notify Commission of all potential claims that arise or result from this agreement. Sponsor must also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Commission the opportunity to review and inspect the evidence, including the scene of an accident.

15. NONDISCRIMINATION. Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), N.D.C.C. title 34, and all applicable federal and state laws, rules, and policies relating to nondiscrimination, accessibility, and civil rights.

16. MERGER AND MODIFICATION. This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this agreement. This agreement may not be modified, supplemented, or amended in any manner, except by written agreement signed by both parties.

17. AUTHORITY TO SIGN. Each of the undersigned persons represents and warrants that he or she is fully authorized to enter into the terms and conditions of this Agreement, and execute this Agreement on behalf of the Party or Parties he or she represents and further represents that he or she has explained this Agreement to the Party or Parties he or she represents and has obtained the agreement of each such Party to abide by the term and conditions of this Agreement.

NORTH DAKOTA STATE WATER COMMISSION

By:

REICE HAASE
Secretary

Date: 04/22/2025

CITY OF DICKINSON

By: _____

SCOTT DECKER
Mayor

Date: _____

_____
Countersignature and Date (if required)

_____
Print Name and Title

	STATE	PROJECT NO.	SECT NO.	
	ND	PROJECT NUMBER	SEC	PAGE

PRELIMINARY SPEED REDUCTION LOCATION
DICKINSON

N

Existing 75 mph Speed Limit Sign Location

RP 59.485

RP 64.204

SPEED LIMIT 80
R2-1-48
RP 58.78 Lt Mdn
New Sign, Support, and Foundation

SPEED LIMIT 80
R2-1-48
RP 58.78 Lt
New Sign on Existing Support

SPEED LIMIT 70
R2-1-48
RP 58.78 Rt
New Sign, Support, and Foundation

SPEED LIMIT 70
R2-1-48
RP 58.78 Rt Mdn
New Sign, Support, and Foundation

SPEED LIMIT 70
W3-5-48
RP 58.59 Rt Mdn
New Sign, Support, and Foundation

SPEED LIMIT 70
W3-5-48
RP 58.59 Rt
New Sign, Support, and Foundation

SPEED LIMIT 70
R2-1-48
RP 65.85 Lt Mdn
New Sign, Support, and Foundation

SPEED LIMIT 70
R2-1-48
RP 65.85 Lt
New Sign, Support, and Foundation

SPEED LIMIT 70
W3-5-48
RP 66.04 Lt Mdn
New Sign, Support, and Foundation

SPEED LIMIT 70
W3-5-48
RP 66.04 Lt
New Sign, Support, and Foundation

SPEED LIMIT 80
R2-1-48
RP 65.85 Rt Mdn
New Sign, Support, and Foundation

SPEED LIMIT 80
R2-1-48
RP 65.85 Rt
New Sign, Support, and Foundation

Title Block Line 1	
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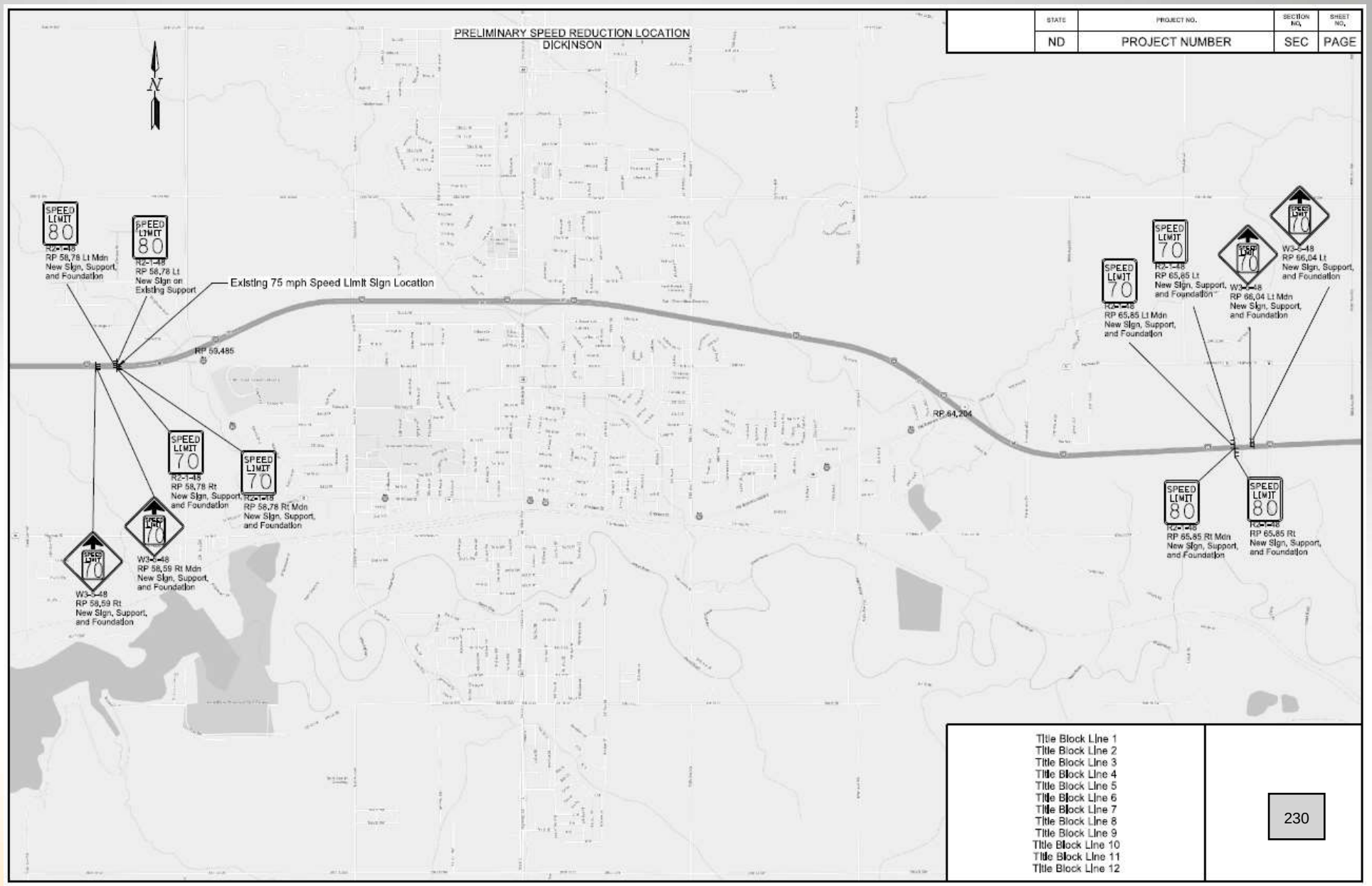
Title Block Line 12	

4/3/2025 4:40:14 PM darne F:\Design\55 Legislation\Legislative\80 mph\80mph Speed Limit\2025 Legislative Session\LSIGN_Dickinson.dgn

© 2025 Microsoft Corporation © 2025 TomTom

I-94 Speed Reduction Map



CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota

Engineering & Community Development

May 6, 2025

North Dakota Department of Transportation
Attn: Rob Rayhorn, District Engineer
1700 Third Avenue West, Suite 101
Dickinson, ND 58601

RE: House Bill 1298 – Speed Reduction Area Support Letter (Dickinson)

Dear Mr. Rayhorn,

The City of Dickinson is in support of the North Dakota Department of Transportation's proposal to implement a reduced speed zone through Dickinson along Interstate 94, as identified in Sheet 2 of 7 of the attached project map. This proposed reduction, in conjunction with House Bill 1298, would maintain a 70-mph speed limit through Dickinson to address safety concerns as statewide interstate limits increase to 80 mph.

We understand the importance of maintaining consistent and reasonable speed limits, especially through urban areas such as Dickinson. This adjustment is a proactive measure to support safe traffic operations and aligns with the City's ongoing efforts to enhance public safety for residents and travelers alike.

We appreciate NDDOT's coordination with the City on this matter and fully support the proposed 70-mph limit through our jurisdiction.

Sincerely,

Scott Decker
City of Dickinson Mayor

Appendix A
Preliminary Speed Reduction Layout – Dickinson (Sheet 2 of 7)

CITY OF Dickinson North Dakota

Engineering Memorandum

April 30, 2025

RE: May 6th Commission Meeting

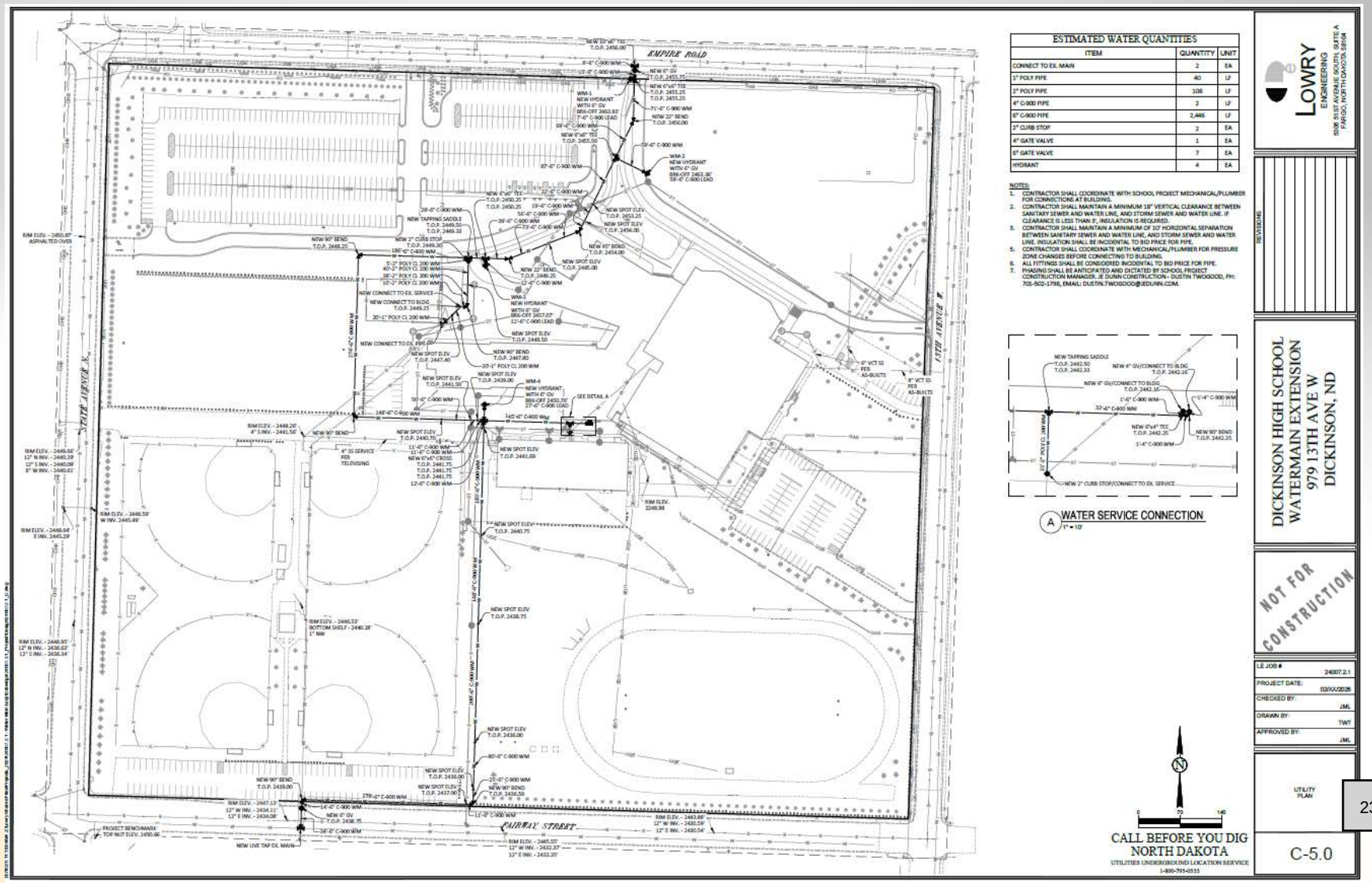
I-94 SPEED REDUCTION LETTER OF SUPPORT TO NORTH DAKOTA DEPARTMENT OF TRANSPORTATION:

For your consideration is a letter of support to the North Dakota Department of Transportation for a speed reduction of Interstate 94 through the City of Dickinson as shown on the attached map from the current 75 miles per hour speed limit to 70 miles per hour speed limit. This speed reduction is in conjunction with House Bill 1298. The speed reduction will maintain a consistent and reasonable speed limit through Dickinson to support safe traffic operations for residents and travelers.

The city engineering staff recommends approval.

Dickinson High School Watermain Extension. Project 202511

APPROXIMATELY 2,100 LF of NEW 6-INCH PVC MAIN TO BE INSTALLED WITH THE PROJECT



CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota

Engineering Memorandum

April 10, 2025

RE: May 6th Commission Meeting

202511 - DHS WATERMAIN EXTENSION – GRANT CONTRACT WITH NORTH DAKOTA STATE WATER COMMISSION

For your consideration is a grant contract with the North Dakota State Water Commission (State) to fund a portion of the engineering & construction services cost-share of 60-percent not to exceed **$236,691** as specified in State contract DWR Project No. 2050/DIK.

Key attributes to the project include:

- Loop the new watermain from Fairway Street to Empire Road

The project is directly associated with the development agreement with the Dickinson Public School District which was approved at the March 18th, 2025 City Commission meeting.

The city engineering staff recommends approval.

DWR Project No. 2050DIK
Planning and Education Division
April 2025

Agreement for Cost-Share Reimbursement
City of Dickinson
Dickinson High School Watermain Extension

1. PARTIES. This agreement is between the State of North Dakota (State), by and through the State Water Commission (Commission), and the City of Dickinson (Sponsor).

2. PROJECT DESCRIPTION AND LOCATION. Sponsor is seeking funding for construction costs associated with the installation for new water main between Empire Road and Fairway Street in the City of Dickinson (Project). The Project is located in Stark County, North Dakota.

3. COMMISSION'S RESPONSIBILITY AND INTENT. Commission will provide Sponsor with cost-share, not to exceed $236,691, as approved by Commission on April 10, 2025, to reimburse 60 percent of the actual eligible costs incurred in Project, contingent on availability of funds and conditions of this agreement. Commission's intent in providing this funding to Sponsor is to assist Sponsor financially with Project costs. Sponsor retains sole and absolute discretion in the manner and means of carrying out Project, except to the extent specified in this agreement.

4. SPONSOR'S RESPONSIBILITIES. Sponsor must:

a. Complete Project.
b. Provide continued maintenance for Project.
c. Ensure all applicable permits (federal, state, and local) are obtained.
d. Acquire all title to land and easements for Project.
e. Comply with all North Dakota laws applicable to Project.
f. Maintain a Project file containing relevant documents and correspondence generated during the course of Project. Commission is not responsible for maintaining a Project file.
g. Provide a progress report to Commission at least every four years if the term of Project exceeds four years.
h. Notify Commission of any changes to Project funding, including additional funding or funding sources. Cost-share may be modified based on the revised local share.
i. Prior to signature, inform Commission and any other relevant party regarding Project of any errors, misinterpretations, changes, modifications, miscalculations, incorrect Project descriptions, or any other information stated herein that is inaccurate.
j. Notify Commission of litigation related to Project. If Project becomes the subject of litigation before all funds have been disbursed, the Secretary may withhold funds until the litigation is concluded.

5. **ELIGIBLE COSTS.** Commission has sole discretion to determine eligible costs and availability of Commission funds. Additional information is outlined in Commission's cost-share policy. Commission will not cost-share in litigation costs unless there has been a separate authorization.

6. PAYMENT. Commission will make partial payments upon receipt and approval of Sponsor's written request. Sponsor must provide Commission verification of actual costs and a Project status report with each payment request. A Commission representative may inspect Project to determine whether the work satisfies Commission's cost share requirements before Commission makes payment(s) to Sponsor. Request for final payment must include verification of Project completion as requested by Commission.

7. INDEMNIFICATION. Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to defend, indemnify, and hold harmless State, from and against claims based on the vicarious liability of State or its agents, but not against claims based on State's negligence or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by subcontractor to State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary. Subcontractor also agrees to reimburse State for all costs, expenses, and attorneys' fees incurred if State prevails in an action against subcontractor in establishing and litigating the indemnification coverage required herein. This obligation continues after the termination of this agreement.

8. INSURANCE. Sponsor must secure and keep in force during the term of this agreement, from an insurance company, government self-insurance pool, or government self-retention fund authorized to do business in North Dakota, commercial general liability with minimum limits of liability of $500,000 per person and $2,000,000 per occurrence.

In addition, Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies authorized to do business in North Dakota, the following insurance coverages:

a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of $2,000,000 per occurrence.
b. Automobile liability, including Owned (if any), Hired, and Non-owned automobiles, with minimum liability limits of $500,000 per person and $2,000,000 per occurrence.
c. Workers' compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this contract.
d. If subcontractor is domiciled outside State, employer's liability or

"stop gap" insurance of not less than $2,000,000 as an endorsement on the workers' compensation or commercial general liability insurance.

The insurance coverages listed above must meet the following additional requirements:

e. Any deductible or other similar obligation under the policies is the sole responsibility of the subcontractor. The amount of any deductible is subject to approval by State.

f. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies must be in form and terms approved by the State.

g. State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the subcontractor in excess of the minimum requirements set forth above. The duty to defend, indemnify, and hold harmless State under this agreement is not limited by the insurance required in this agreement.

h. State must be endorsed on the commercial general liability policy, including any excess policies, as additional insured. State must have all the benefits, rights, and coverages of an additional insured under these policies that are not limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of Sponsor.

i. The insurance required in this agreement, through a policy or endorsement, must include:

(1) A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against State;

(2) A provision that subcontractor's insurance coverage is primary (i.e., pay first) as respects any insurance, self-insurance, or self-retention maintained by State and that any insurance, self- insurance, or self-retention maintained by State must be in excess of the subcontractor's insurance and must not contribute with it;

(3) Cross liability/severability of interest for all policies and endorsements;

(4) The legal defense provided to State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary;

(5) The insolvency or bankruptcy of the insured subcontractor must not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured subcontractor from meeting the retention limit under the policy.

j. Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.

9. BREACH. Violation of any provision of this agreement by Sponsor constitutes breach of this agreement. A breach obligates Sponsor to reimburse Commission for all funds paid to Sponsor and relieves Commission of all obligations under this agreement.

10. AGREEMENT BECOMES VOID. This agreement is void if not signed and returned by Sponsor within 60 days of Commission's signature.

11. TERMINATION.

a. Commission may terminate this agreement effective upon delivery of written notice to Sponsor, or a later date as may be stated in the notice, under any of the following conditions:
   (1) If Commission determines an emergency exists.
   (2) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to provide the funds necessary to comply with this agreement. The parties may modify this agreement to accommodate a reduction in funds.
   (3) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
   (4) If any license, permit, or certificate required by law, rule, or this agreement is denied, revoked, suspended, or not renewed.
   (5) If Sponsor does not submit a timely progress report under 4.(g.), or the Commission determines after reviewing a progress report that Project has not made sufficient progress.
   (6) If Commission determines that continuing the agreement is no longer necessary or would not produce beneficial results commensurate with the further expenditure of public funds.

b. Any termination of this agreement is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

c. The rights and remedies of any party provided in this agreement are not exclusive.

12. APPLICABLE LAW AND VENUE. This agreement is governed by and construed under the laws of State. Any action to enforce this agreement must be adjudicated exclusively in the District Court of Burleigh County, North Dakota.

13. SEVERABILITY. If any term of this agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected, and if possible, the rights and obligations of the parties are to be construed and enforced as if the agreement did not contain that term.

14. SPOLIATION – PRESERVATION OF EVIDENCE. Sponsor agrees to promptly notify Commission of all potential claims that arise or result from this agreement. Sponsor must also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Commission the opportunity to review and inspect the evidence, including the scene of an accident.

15. NONDISCRIMINATION. Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), N.D.C.C. title 34, and all applicable federal and state laws, rules, and policies relating to nondiscrimination, accessibility, and civil rights.

16. MERGER AND MODIFICATION. This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this agreement. This agreement may not be modified, supplemented, or amended in any manner, except by written agreement signed by both parties.

17. AUTHORITY TO SIGN. Each of the undersigned persons represents and warrants that he or she is fully authorized to enter into the terms and conditions of this Agreement, and execute this Agreement on behalf of the Party or Parties he or she represents and further represents that he or she has explained this Agreement to the Party or Parties he or she represents and has obtained the agreement of each such Party to abide by the term and conditions of this Agreement.

NORTH DAKOTA STATE WATER COMMISSION

By: _____

REICE HAASE
Secretary

Date: 04/21/2025

CITY OF DICKINSON

By: _____

SCOTT DECKER
Mayor

Date: _____

_____
Countersignature and Date (if required)

_____
Print Name and Title

CITY OF Dickinson North Dakota

Engineering Memorandum

April 30, 2025

RE: May 6th Commission Meeting

2025 SANITARY SEWER SERVICE SPECIAL IMPROVEMENT DISTRICT – RESOLUTION:

For your consideration is a Resolution for the 2025 Sanitary Sewer Service Special Improvement District. This Resolution is to create the sanitary sewer service special improvement district of the City of Dickinson and authorizing the improvements and assessments as a voluntary funding option for all citizens. The SID is payable over a 5-year period at an interest rate of 3.7%. Special assessments paid in full by October 1, 2026, will not be charged interest and no penalty will be levied for paying the special assessments early.

This mechanism will allow citizens to make improvements to sanitary sewer services through a voluntary special assessment process and have the cost thereof assessed as special assessments against the improved parcel, upon compliance with certain requirements of the City. This resolution will create the legal authority for the City of Dickinson to assess costs for sanitary sewer service to properties within the City of Dickinson pursuant to N.D.C.C. Section 40-31 and Dickinson Municipal Code § Chapter 48 which will encompass all property within the corporate limits of the City of Dickinson. This is a voluntary program, and no property owner will be required to participate in this district. These improvements to sanitary sewer services as provided in this resolution will be limited to developed properties. Property owners engaging in new construction will not be eligible to participate in this special improvement district.

Construction will occur during the construction season of 2025.

The city engineering staff recommends approval.

RESOLUTION NO. -2025

A RESOLUTION CREATING A 2025 SANITARY SEWER SERVICE IMPROVEMENT DISTRICT OF THE CITY OF DICKINSON AND AUTHORIZING THE IMPROVEMENTS AND ASSESSMENTS

WHEREAS, the City of Dickinson has established a mechanism to allow citizens to make improvements to sanitary sewer service lines which are from the sanitary sewer main to the homes and buildings through a voluntary special assessment process, and

WHEREAS, the City of Dickinson allows citizens to make said improvements and have the cost thereof assessed as special assessments against the improved parcel, upon compliance with certain requirements of the City; and

WHEREAS the City of Dickinson has the legal authority to assess costs for sanitary sewer service improvements to properties within the City of Dickinson pursuant to N.D.C.C. Section 40-31 and Dickinson Municipal Code § Chapter 48.

WHEREAS, the Board of City Commissioners desires to establish a special assessment district for 2025.

NOW, THEREFORE, it is hereby resolved by the Board of City Commissioners, as follows:

1. There is hereby created a 2025 Sanitary Sewer Service Improvement District which shall encompass all property within the corporate limits of the City of Dickinson.

2. Subject to the limitations set forth in paragraph three, all property owners are entitled to voluntarily participate in said district upon completion of the 2025 Sanitary Sewer Service Special Improvement District Petition Form and compliance with all further requirements for said district. No property owner shall be required to participate in said district.

3. Improvements to sanitary sewer services as provided in this resolution shall be limited to developed properties. Property owners engaging in new construction shall not be eligible to participate in the 2025 Sanitary Sewer Service Special Improvement District for the particular property being newly constructed or developed. The SID is payable over a 5-year period at an interest rate of 3.7%. Special assessments paid in full by October 1, 2026, will not be charged interest and no penalty will be levied for paying the special assessments early.

4. The City Administrator and such other employees as necessary are authorized to proceed to advertise said project and upon awarding the appropriate bid by the Board of City Commissioners, proceed with the improvements and assessments within said district.

Dated this _____day of May 2025.

_____
Scott Decker, President
Board of City Commissioners

ATTEST:

_____
Dustin D. Dassinger, City Administrator