REGULAR MEETING OF THE CITY COMMISSION AGENDA

Tuesday, March 18, 2025 at 4:30 PM
City Hall – 38 1st Street West Dickinson, ND 58601

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

CALL TO ORDER

ROLL CALL

OPENING CEREMONIES: PLEDGE OF ALLEGIANCE

1. ORDER OF BUSINESS: CONSIDERATION FOR APPROVAL

A. Resolution No: 08-2025

Ordinance No: 1817

2. CONSENT AGENDA

A. Approval of Meeting Minutes dated March 4, 2025 (Enc.)

Presented by: President Decker

Consideration to approve

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

Presented by: President Decker

Consideration to approve

3. ADMINISTRATION / FINANCE

A. Planning and Zoning Board Appointment (Enc.)

Presented by: Administrator Dassinger

Consideration to approve

B. Purchase Parcels from Stark County (Enc.)

Presented by: Administrator Dassinger

Consideration to approve

C. Public Comments not on Agenda (Enc.)

Presented by: Administrator Dassinger

Consideration to approve Resolution

D. **Canvassing Board Approval (Enc.)**

Presented by: Administrator Dassinger

Consideration to approve

E. **Monthly Financial Report (Enc.)**

Presented by: Deputy City Administrator Carlson

F. **NDPERS 457 Retirement Plan (Enc.)**

Presented by: HR Director Nameniuk

Consideration to approve

G. **HR Monthly Report (Enc.)**

Presented by: HR Director Nameniuk

4. **PUBLIC WORKS**

A. **Task Order Agreement with Houston Engineering (Enc.)**

Presented by: Director Praus

Consideration to approve

B. **Contract Agreement with Konecranes (Enc.)**

Presented by: PW Director Praus

Consideration to approve

5. **PUBLIC SAFETY - FIRE**

A. **EMS Fee Schedule (Enc.)**

Presented by: Fire Chief Presnell

Consideration to approve Resolution

B. **EMS Billing Contract (Enc.)**

Presented by: Fire Chief Presnell

Consideration to approve

6. **PUBLIC SAFETY - POLICE**

7. **COMMUNITY DEVELOPMENT**

A. **Development Agreement for Dickinson High School Watermain Extension Project (Enc.)**

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve

B. North Industries Street Project SID Resolution to Reduce the Interest Rate (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve Resolution

C. Contract Amendment Braun Intertec for Material Testing (Enc.)

Presented by: Senior Engineer Keller

Consideration to approve

D. Bartlett and West Drone Survey (Enc.)

Presented by: Senior Engineer Keller

Consideration to approve

8. PUBLIC HEARING – 5:00 PM

A. Annual Library Report (Enc.)

Presented by: Library Director Anguiano

B. Public Hearing -Facility Plan Water Main and Lead Service Line Replacement - Phase II DWSRF Loan

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve

C. Public Hearing - Gate City Bank Dickinson Revitalization Program Award (Enc.)

Presented by: City Planner Birchak

Consideration to approve

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 March 18, 2025

Teams Meeting: https://tinyurl.com/55rpuvdv
Teams Meeting ID: 259 824 682 651 **Meeting Passcode:** jX9kX34f
Teams Phone #: 1-701-506-0320 **Phone Conference ID:** 755 875 817#
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.

REGULAR MEETING **DICKINSON CITY COMMISSION** **MARCH 4, 2024**

I. CALL TO ORDER

President Scott Decker called the meeting to order at 4:30 PM

II. ROLL CALL

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

Telephone: None

Absent: None

1. PLEDGE OF ALLEGIANCE

2. ORDER OF BUSINESS

MOTION BY: John Odermann SECONDED BY: Joe Ridl

To approve the March 4, 2025 meeting as presented.

DISPOSITION: Roll call vote…Aye 5, Nay 0, Absent 0
Motion declared duly passed

3. CONSENT AGENDA

MOTION BY: Robert Baer SECONDED BY: Jason Fridrich

A. Approval of Meeting Minutes dated February 4, 2025

B. Approval of Accounts Payable, Commerce Bank and Checkbook

DISPOSITION: Roll call vote…Aye 5, Nay 0, Absent 0
Motion declared duly passed

4. ADMINISTRATION/FINANCE

A. Printer Contracts

IT Director Aaron Meyer presents contracts for four printers, 2 at city hall, library and baler building. This renewal contains 4 printers, City Hall Supply Room, City Hall – HR/Engineering/Assessing (Shared), Baler Building, and Library Public Use. Within the contract 3 of the printers will be replaced with updated hardware and the 4th (Library Public Use) will be released as the current hardware simply due to the excising usage counts on that device do not merit a replacement at this time. This contract utilizes the same verbiage that has been reviewed and approved by legal on the previous renewal. The contract is expected to yield a $90.46 savings per month or approximately $1,085.52 savings per year.

MOTION BY: Jason Fridrich SECONDED BY: Joe Ridl

Approval the printer contracts as stated.

DISPOSITION: Roll call vote…Aye 5, Nay 0, Absent 0
Motion declared duly passed

B. Abatement Hearing - 19 4th Street SW

City Assessor Joe Hirschfeld presents an abatement hearing for 19 4th Street SW, Dickinson, ND. He states that a fire had occurred on March 3, 2023. The fire department estimated loss to structure and contents of $25,000. Mr. and Mrs. Marsh have filed an Application for Abatement or Refund of Taxes for that loss for the years 2023 and 2024. They provided a document from their insurance company stating that the house was a total loss. The value of the house prior to the fire was $187,900, with the land valued at $72,200. There is another small structure on the parcel valued at $8,200 which allows for a combined value of the property, minus the value of the house, at $80,400. The loss should be prorated in 2023 from the date of the fire, and include all of 2024. The value will be adjusted to $80,400 for the 2025 tax year. Assessor Hirschfeld states due to the loss from the fire is an acceptable reason for use of the Application for Abatement Staff recommends to change the value to $80,400.

MOTION BY: Robert Baer SECONDED BY: Jason Fridrich
Approval the abatement of 19 4th Street West to $80,400.

DISPOSITION: Roll call vote…Aye 5, Nay 0, Absent 0
Motion declared duly passed

C. 2024 Year End Financial Report
Deputy City Administrator Linda Carlson presents the 2024-year end financial report. She gives an overview of the finances for 2024.

Commissioner John Odermann asks Ms. Carlson if there is anything significant from the standpoint that was budgeting and didn't show up and will be coming here in the next year.

Deputy City Administrator Linda Carlson states nothing specific. She states the 1% sales tax did well. The oil impact had a lot of projects this year and this is the most the city has expended from oil impact, $17 million dollars was received. She states there are a lot of projects that are moving forward. The grants have really helped the City. She did not expect the oil to go down so that was worrisome but the grants really helped out.

President Scott Decker states the biggest impact is going to be the ambulance service.

MOTION BY: Jason Fridrich SECONDED BY: Robert Baer
Approval the 2024 Year End Report as presented.

DISPOSITION: Roll call vote…Aye 5, Nay 0, Absent 0
Motion declared duly passed

D. 2024 Year End Amendments
Deputy City Administrator Linda Carlson presents the 2024 Year End Budget Amendments. She states the encumbrances for building and codes is $22,900 for goods and services for contracted labor and demolishing; IT encumbrance is $45,000 for equipment, printing, network line for licensing; museum is for building repairs is $7,800 for the chapel doors and also the museum for $9,000 for relocation of blacksmith shop; police are $10,000 for technology for intersection camera project and upkeep of simulator. The uncollectible were Shannon Ruffin for $65; Dymos Marks for $370.52; Ilan Guzman for $180 and Michael Ollerman for $1,654.40.

Commissioner Jason Fridrich states why didn't insurance not pay for the entire cost of Ollerman. If you have an insurance claim the insurance normally pays the entire cost of replacement. He states these are business owners in Dickinson. He can't believe the insurance would not pay the entire amount. The City should at least make a personal phone call to the Ollerman to find out what is going on why the insurance company will not pay for the damages

Deputy City Administrator Linda Carlson states the City does not get the full amount. The department bill us for the repair. She states Mr. Ollerman did send it to his insurance and the City has gone through everything possible to collect this and it has been almost two years.

President Scott Decker asks if the City does go through a collection agency for them to contact the people.

Deputy City Administrator Linda Carlson states that the City does both. The City does its due diligence and the City Attorney helps with collection letters. The Commissioners do have the right to say no you do not want to write this off. May leave it on for another year.

MOTION BY: Jason Fridrich SECONDED BY: Joe Ridl
Adopt Resolution No. 07-2025 with the amendment of extending the Ollerman claim for $1,654 for another year.

RESOLUTION NO. 07-2025
FISCAL YEAR 2024 BUDGET AMENDMENTS, ENCUMBRANCES AND WRITE-OFFS

DISPOSITION: Roll call vote…Aye 5, Nay 0, Absent 0
Motion declared duly passed

Commissioner Robert Baer questions if this amount could be applied to one of their other bills.

City Attorney Christina Wenko states she does not believe that this would be allowed with the City's code. She will be following up with a letter and possible court process.

E. Finance Job Descriptions and Positions

1. Deputy Finance Director Job Description

Deputy City Administrator presents two, the vacant position to be filled with the Deputy Finance Director and a new position as a Finance Technician position. The operations within the Finance Department have undergone significant transformations prompting the need for additional staff and the planning of succession. Key operational changes include; producing the month end financial reporting, developing an annual financial audit report in house, and supporting city departments with a more aggressive grant management effort. These positions would be expected to shift work load and segregation of duties from current staff to ensure capital asset records are accurately recorded, provide back-up without causing internal control issues, review revenue and expense coding to ensure compliance with GAAP and City policies. The addition of these position would reduce employee overtime, mental stress, and maintain the cities commitment to high quality financial reporting and customer service. This position would include Supervision of Finance and Utility Billing Departments. They would create the budget and annual audit along with fixed assets. This position would require a Bachelor Degree in Accounting or related field. A Master's Degree and /or CPA desired. Minimum of six (6) years of municipal governmental accounting experience, including management and supervisory experience. Or, an equivalent combination of education and experience may be considered. Grade Level Change: From Grade 17 - to Grade 20 with Exempt status. This position was an approved budgeted item in 2025.

Commissioner Jason Fridrich would like to see the Bachelor's Degree in accounting a requirement. He feels a 4-year accounting degree minimum with a CPA desired. He would like to see someone with a Bachelor's degree.

President Scott Decker states the minimum of Bachelor's Degree with six years. He would prefer a Master's Degree. He feels this position is far too important to have a combination. Have to be a Bachelors Degree. Do not waive on that requirement.

Commissioners John Odermann states what if they don't' have six years but have a Masters Degree. Does the City trim off accountability for six years?

Commissioner Jason Fridrich wants that person to have a Bachelors Degree at a minimum

MOTION BY: John Odermann SECONDED BY: Jason Fridrich
Approval the Deputy Finance Director position with a requirement of a Bachelors Degree.

DISPOSITION: Roll call vote…Aye 5, Nay 0, Absent 0
Motion declared duly passed

2. Finance Tech Job Description

Deputy City Administrator Linda. Carlson presents a new position of the Finance Technician would take on the Accounts Receivables and cash receipting along with being the floater to the customer service areas of City Hall (Utility Billing, Municipal Court, and Administration). This position would be funded under the finance

department budget with an offset from the wage contingency fund if needed. Administration and Finance Departments recommends approval of both of these positions. The requirement would be a high school diploma or GED and a Grade 12 – non-exempt position. Ms. Carlson states the City still does not have separation of AP and AR and no back up in Utility Billing and other departments. She states Court is being slammed. She states without this position the employees are having a hard time taking vacations. Retirement plans are coming through and looking for customer and finance help. This is a request for a full-time position. This will be paid out of the contingency fund.

Commissioner Robert Baer states it seems to him if he was going to hire another full time it would be for municipal court. He understands this department is swamped. The biggest concern is the hire freeze in 2025 and trying to wait and see what the legislation does with the property taxes. The City has money right now but feels that what is going to happen in the future. If the city hires a Finance Director this will help pick up the slack. He is afraid this position is not going to have much work to do and wander around city hall and getting paid for nothing. At this time Commissioner Baer is reluctant to approve this position.

City Administrator Dustin Dassinger states the workload in municipal court is continuing to grow and they have a hard time in utility billing. The workload exists to add this position. At this time, it would help the city move forward.

City Attorney Christina Wenko states there is a strain in court. This is the best case for community service or up. She things there is a need based on her perception.

Commissioner Robert Baer suggest possibly go for a more full-time position with another position in court in 2026 and this could be discussed at budget time.

President Scott Decker states he understands that this proper discussion. The property tax is going to have a cap there is no doubt about it. He feels property taxes as it pertains to the budget is 3%. He does feel that adding a staff in 2026 in court would be discussed at the budget session. He feels the one point that Ms. Carlson has about is they have to look at a floater that can learn multiple jobs and some individuals going to retire in the next 2-3 years.

MOTION BY: John Odermann SECONDED BY: Jason Fridrich
Approval the Finance Tech Job Description.

DISPOSITION: Roll call vote…Aye 3, Nay 2 (Baer, Fridrich), Absent 0
Motion declared duly passed

5. PUBLIC WORKS

A. No Report

6. PUBLIC SAFETY

A. Fire

No Report

B. Police

No Report

7. COMMUNITY DEVELOPMENT SERVICES

A. No Report

8. PUBLIC HEARING – 5:00 P.M.

A. Parks and Rec Annual Report

Executive Director Ben Rae updates the City Commissioners on the progress of the Parks and Rec Department. He states the Dickinson Parks and Rec had an award-winning year for the park district. Director Rae states the Parks and Rec Department could not do this without the partnership with the City of Dickinson. They received the National Gold Medal award showing excellent management of parks and rec. He states now his staff is really going to need to step up and get to the next level. He states they have earned and deserve this kind of award. The Partnership Award was also awarded to them for the Sanford Sports Complex for all entities. Parks and Rec have started an innovative program

award for Strong Kids' program. Free for middle school aged students and are with Best Friends Mentoring program. Caleb Burgard award as the young professional for 2024. Parks and Rec have 28 full time employees and 344 part time employees, 3000 acres of park plans. There have been 19 new recreational activities. The CSI program and E sports program and teens after hours program and Strong Kids. The first middle school event showed over 250 participants. Teen after hours are totally free. They get donations for food and drinks. Little tykes for preschool and pickleball programs. The Community Center has now been open for 20 years. There has been a fairly significant in equipment replacement and working on renovations which are much needed. There are about 300,000 visits a year. There have been new cart fleet at golf course which replaced the fleet every four years and this time there are GPS units included on all carts and increase from 50 to 60 carts. He states in 2024 Parks and Rec started Dickinson parks and recreation foundation to help us better seek out grants and to support youth across the community and help out with projects. They will be holding a charitable golf scramble in May.

Commissioner Robert Baer thanks Mr. Rae and his staff for doing an excellent job. Congratulations and see attendance continue to grow.

President Scott Decker states the upgrades to equipment is much appreciated. Sometime the City will need to sit down with the Park Board and have a real serious discussion to expand more. It seems like a crowded floor all the time. Those are welcome additions as the place is being used.

9. PUBLIC COMMENTS NOT ON AGENDA

Ryan Messano discusses the time limits at the Commission meeting. He states the community is divided. He states the City is trying to find a rule to silence. He states there are billions of funds being spent on foreigners. He questions whom is being communist. The people are held hostage by our fears. He does not understand why are the ingests of white not important today. He questioned how oil is benefiting North Dakota. He continues to downgrade women and the role they have in the world.

Commissioner John Odermann states to all the women in the room that he is sorry that we all had to sit through this horrible crap from Mr. Messano. He states that the women he works with and the women in the audience are incredibly intelligent, wonderful, fantastic women. Thanks everyone for their contributions.

Dave Ouellette wants to elaborate on Commissioner Odermann' s statement and that he would like to thank Mr. Messano for wasting everyone's time. Sorry for the women that had to listen to Mr. Messano. He has many women in his family that are extremely successful in business and everything they do. He is not okay that men in this community are not standing up to Mr. Messano. You can have your opinion but don't tell our community how we have lived in our life and come from California and how to change our City. He told Mr. Messano to go and do your platform. You can do your videos so everyone can see what you say and that you think you are right. You have the right to say what you want but all these women are doing an amazing job and to hear someone downgrade women just set Mr. Ouellette off and he is sorry that there are men not coming here and standing up for what is right. Mr. Messano has his own opinion but it is not right for him to say things like he did.

President Scott Decker thanks Mr. Ouellette for the comments.

Jenna Reddish whom has been a resident of Dickinson since 2013 who has voted, pay taxes, employed both men and women. She is married with four sons and appreciate the City that she is raising her boys in as it is safe because of the values, appreciate the people in this area that are invested in her family flourishing but there is a future for us beyond our boys and legacy. She appreciates men and women who make this community work. She is proud of Dickinson. She enjoys living here.

Dave Beaudoin discusses the weather which is more important than the budget. He states on March 15, 2025 there will be a polar vortex which is coming down and worse than the first one that came down. He states there will be a weather change and things are not going to get nicer. There will be severe weather. He wishes he could express how important that this vortex will be and people need to be prepared. He states the City and people will not see destruction until it hits us in the face.

Commissioner John Odermann state he has been thinking about a city-wide drill in regards to the topic of what Mr. Beaudoin is talking about, electricity, etc.

City Administrator Dustin Dassinger states that we are preparing for the various scenarios, Stark County Emergency Management is having a table top training for this to help prepare the community. He states the City does drills for such situations such as tornadoes, etc.

Commissioner John Odermann feels an educational exercise and to bring in DSU and others to talk through situations before they occur and come up with solutions. Possibly use Patterson Lake as a backup.

President Scott Decker states there is a meeting scheduled for Wednesday at 10:00 to discuss this item.

10. COMMISSION COMMENTS

A. None

11. ADJOURNMENT

MOTION BY: John Odermann SECONDED BY: Joe Ridl

Adjournment of the meeting was at 6:00 P.M.

DISPOSITION: Roll call vote… Aye 5, Nay 0, Absent 0
Motion declared duly passed.

OFFICIAL MINUTES PREPARED BY:

_____

Rita Binstock, Assistant to City Administrator

APPROVED BY:

_____

Dustin Dassinger, City Administrator

_____

Scott Decker, President
Board of City Commissioners

Date: March 18, 2025

Please approve the following checks on 03-18-25

CK#130613	TYR TACTICAL, LLC	30244
CK#130597	KAILIE RYAN	72
CK#130609	DANIEL TEMPLE	72
CK#130604	SOUTHWEST WATER AUTHORITY	387339.6
CK#130001	CENTRAL DAKOTA FORENSIC NURSE	22866.49
CK#130002	FLORIDA STATE DISBURSEMENT	374.56
CK#130003	JOB SERVICE NORTH DAKOTA	374.56
CK#130004	WI SCTF	244
CB0182025	COMMERCE BANK CREDIT CARD	31742.53

Batch ID: MR03122025
Batch Comment:

Audit Trail Code: PMCHK00002307
Posting Date: 3/12/2025

Checkbook ID: GEN

* Voided Checks

Check Number	Payment Number	Vendor ID	Check Name	Amount
130735	00090608	1041	SOUTHWEST WATER AUTHORITY	$1,556.97
130655	00090609	1051	DAKOTA TOOL AND MACHINE	$260.00
130650	00090610	113	CHARBONNEAU CAR CENTER	$478.00
130693	00090611	1218	LOGO MAGIC INC	$2,381.00
130653	00090612	128	CONSOLIDATED COMM CORP	$59.99
130657	00090613	131	DICKINSON CONVENTION BUREAU	$26,939.31
130654	00090614	149	DAKOTA PUMP & CONTROL CO	$9,832.23
130667	00090615	1567	FASTENAL COMPANY	$1,704.74
130700	00090616	1732	MIDWEST TAPE	$3,412.22
130658	00090617	175	DICKINSON PARKS & REC	$32,806.12
130660	00090618	185	DITCH WITCH	$2,003.02
130656	00090619	2092	DUSTIN DASSINGER	$351.30
130715	00090620	2131	OLYMPIC SALES INC	$615.30
130685	00090621	2255	INFORMATION TECHNOLOGY DEPT	$738.20
130673	00090622	233	FOUR SEASONS TROPHIES	$54.51
130676	00090623	243	GEORGES TIRE SHOP INC	$2,385.00
130679	00090624	248	GRAND FORKS FIRE EQUIPMENT LLC	$458.00
130636	00090625	2551	BLACKSTONE AUDIO, INC.	$113.34
130681	00090626	258	HACH COMPANY	$54.40
130709	00090627	2594	NDBOA	$730.00
130664	00090628	2758	ELECTRONIC COMMUNICATIONS INC	$280.00
130637	00090629	2770	BNSF RAILWAY CO	$12,243.44
130687	00090630	293	JEROME DISTRIBUTING, INC	$138.75
130739	00090631	3048	SURE SIGN	$1,020.00
130689	00090632	321	KOLLING & KOLLING INC	$19,100.00
130678	00090633	3215	GRAINGER	$563.53
130713	00090634	3390	O'REILLY AUTO PARTS	$43.96
130648	00090635	3431	CENGAGE LEARNING	$143.20
130651	00090636	3467	CITY OF FARGO	$500.00
130718	00090637	3491	PRAIRIE AUTO PARTS INC	$1,601.88
130642	00090638	3527	BRAUN INTERTEC CORPORATION	$2,500.00
130746	00090639	3532	USABLUEBOOK	$850.86
130662	00090640	3567	EGGERS ELECTRIC MOTOR CO	$3,029.77
130699	00090641	370	MIDWEST DOORS INC	$918.49
130703	00090642	380	MONTANA-DAKOTA UTILITY	$7,959.50
130744	00090643	3940	TITAN MACHINERY	$510.00
130745	00090644	3978	TOTAL SAFETY US INC	$253.62
130711	00090645	405	NEWBY'S ACE HARDWARE	$448.37
130668	00090646	4084	FERGUSON WATERWORKS #2516	$1,891.36
130732	00090647	42	RUNNINGS SUPPLY INC	$11,392.66
130647	00090648	4275	CDW GOVERNMENT	$1,274.54
130752	00090649	4299	WESTLIE TRUCK CENTER OF DICKIN	$2.52
130663	00090650	4329	ELAINE DVORAK	$16.00
130694	00090651	4343	M&T FIRE AND SAFETY	$21,106.12
130641	00090652	4390	BRAUN DISTRIBUTING	$524.62
130748	00090653	4418	VESTIS	$892.54
130692	00090654	4573	MIKE LEGLER	$202.00
130721	00090655	466	PUMP SYSTEMS LLC	$214.28
130633	00090656	4670	BEK CONSULTING	$12,079.00
130652	00090657	4683	COLDSPRING	$1,157.00
130724	00090658	469	QUALITY QUICK PRINT INC	$531.40
130727	00090659	481	REITER WELDING INC	$312.50
130697	00090660	4828	MENARDS	$1,234.50
130629	00090661	49	BAKER & TAYLOR CO (GA)	$1,049.13
130726	00090662	4915	RAMADA BISMARCK HOTEL	$297.00
130730	00090663	495	ROUGH RIDER INDUSTRIES	$11,440
130624	00090664	4977	ADVANTAGE CREDIT BUREAU	$290
130640	00090665	5004	BOUND TREE MEDICAL LLC	$121

* Voided Checks

Check Number	Payment Number	Vendor ID	Check Name	Amount
130626	00090666	5115	ALLSTATE PETERBILT OF DICKINSO	$1,100.55
130666	00090667	5129	EUROFINS EATON ANALYTICAL INC	$500.00
130659	00090668	5166	DICKINSON PARKS & REC	$2,397.59
130740	00090669	538	SOUTHWESTERN DISTRICT HEALTH U	$375.00
130741	00090670	5429	SWEENEY CONTROLS COMPANY	$1,071.00
130737	00090671	543	STEFFAN'S SAW & BIKE	$17.98
130725	00090672	5444	QUALITY XTERMINATORS	$80.00
130665	00090673	5451	ETSYSTEMS, INC	$1,127.50
130625	00090674	5458	AFFORDABLE TREE SERVICE LLC	$3,200.00
130747	00090675	5486	VESSCO, INC	$8,302.01
130684	00090676	5551	HORIZON CABLE SERVICE INC	$724.04
130717	00090677	5596	PICTOMETRY INTERNATIONAL CORP	$14,975.86
130743	00090678	561	TIGER DISCOUNT	$335.17
130736	00090679	5631	SPEE DEE DELIVERY SERVICE, INC	$78.49
130623	00090680	5714	ACCENT WIRE-TIE	$3,476.48
130704	00090681	5748	MORTON SALT, INC.	$8,286.34
130686	00090682	5788	INNOVATIVE OFFICE SOLUTIONS LL	$61.47
130671	00090683	5795	FORCE AMERICA DISTRIBUTING LLC	$897.00
130696	00090684	5832	MATTHEW BENDER & CO INC.	$32.43
130672	00090685	5859	FORUM COMMUNICATIONS CO.	$206.00
130643	00090686	592	BRAVERA INSURANCE, INC	$2,529.00
130716	00090687	5965	PARADISE DRY CLEANERS, LLC	$29.25
130635	00090688	5996	BIG HORN TIRE, INC	$1,197.04
130722	00090689	6012	QUADIENT FINANCE USA	$3,266.23
130723	00090690	6012A	QUADIENT LEASING USA - DEPT 36	$292.66
130712	00090691	6057	NORTH DAKOTA DEPARTMENT OF COM	$400.00
130751	00090692	607	WEST DAKOTA OIL INC	$5,352.25
130677	00090693	6082	GOOSENECK IMPLEMENT	$508.34
130731	00090694	609	ROUGHRIDER ELECTRIC COOPERATIV	$29,295.18
130631	00090695	6096	BARTLETT & WEST, INC	$773.25
130670	00090696	6113	FLEETMIND SOLUTIONS INC.	$3,061.00
130695	00090697	6192	CAPITAL ONE TRADE CREDIT	$32.99
130630	00090698	6203	BALCO UNIFORM	$841.45
130683	00090699	6210	HEART RIVER VOICE	$140.00
130632	00090700	6217	BECK GREG	$97.00
130706	00090701	6254	ND DEPT OF ENVIROMENTAL QUALIT	$417.04
130674	00090702	6287	TRACKER MANAGEMENT	$7,275.44
130738	00090703	6338	STRYKER SALES CORPORATION	$647.19
130698	00090704	6400	MIDCONTINENT COMMUNICATIONS	$2.00
130734	00090705	641	SCHMIDT REPAIR INC	$973.94
130720	00090706	6449	PRO-TECH SPECIALTY'S LLC	$7,500.00
130742	00090707	646	SWMCC-PRISONER HOUSING	$8,625.00
130691	00090708	6479	KUBOTA MEMBRANE USA CORPORATIO	$2,988.00
130688	00090709	6504	KIENTOPF TYLER	$554.35
130733	00090710	6505	SAWYER BROWN, INC.	$25,000.00
130649	00090711	6506	CHANCEY WILLIAMS MUSIC, LLC	$17,500.00
130702	00090712	6512	MOBOTREX, LLC	$5,736.00
130719	00090713	6513	PRIEWE RUSSEL	$158.00
130675	00090714	668	GALLS INC	$286.07
130628	00090715	68	B & K ELECTRIC	$3,565.29
130707	00090716	680	ND FIREFIGHTERS ASSOCIATION	$1,284.41
130682	00090717	686	HARRIS WASTE MGT GROUP/CORDELE	$384.81
130708	00090718	696	ND SAFETY COUNCIL	$55.00
130634	00090719	773	BERGER ELECTRIC INC	$9,142.19
130661	00090720	824	DTE INC-DICKINSON TRUCK EQUIP	$219.09
130639	00090721	951	BORDER STATES ELECTRIC SUPPLY	$307.20
130749	00090722	9569	VICKERS LAW	$10,051.28
130644	00090723	9574	BURNS & McDONNELL ENGINEERING	$195,025.04
130645	00090724	96	BUTLER MACHINERY CO	$2,049.82
130690	00090725	9606	KUBIK JESSE	$202.00
130729	00090726	9635	ROBERTS, WINTON	$50
130646	00090727	9721	CAPITAL INDUSTRIES	$169
130680	00090728	9747	GREEN LANDON	$102

* Voided Checks

Check Number	Payment Number	Vendor ID	Check Name	Amount
130627	00090729	9771	AMAZON CAPITAL SERVICES	$667.98
130728	00090730	9783	RITZ HOSPITALITY MAGAZINE	$566.00
130638	00090731	9805	BOBCAT OF MANDAN, INC.	$1,054.54
130750	00090732	9815	WAGEWORKS, INC.	$132.00
130701	00090733	984	MINNESOTA VALLEY TESTING LAB I	$1,046.83
130705	00090734	9865	ND COUNTRY FEST	$3,250.00
130714	00090735	9970	OK TIRE STORE INC	$35.00
130669	00090736	9971	FERNO WASHINGTON	$17,860.80
130710	00090737	9980	NEFF, DEANNA	$671.00
Total Checks: 130			Checks Total:	$625,683.84

City of Dickinson
COMPUTER CHECK REGISTER
Payables Management

Batch ID: MR031325
Batch Comment:

Audit Trail Code: PMCHK00002308
Posting Date: 3/12/2025

Checkbook ID: GEN

* Voided Checks

Check Number	Payment Number	Vendor ID	Check Name	Amount
130754	00090738	1432	BROWN PEGGY	$401.37
130761	00090739	6012	QUADIENT FINANCE USA	$2,000.00
130755	00090740	6507	DYKEMA LESLIE R.	$283.50
130756	00090741	6508	HECKAMAN JOAN M.	$283.50
130758	00090742	6509	KELLER RONALD D.	$283.50
130759	00090743	6510	MEDUNA MARGARET	$278.25
130763	00090744	6511	WESTFALL SUSAN	$283.50
130760	00090745	6514	PERFORMANCE KENNELS INC.	$17,840.00
130753	00090746	817	DANA BECKER	$1,021.26
130762	00090747	9984	STEVE LINDA	$540.75
130757	00090748	9985	HEISER JOANN	$724.50

Total Checks: 11

Checks Total: $23,940.13

Commerce Bank®
Member FDIC
Challenge Accepted.®

Visa Purchasing

Billing Period: 02/26/2025 - 03/11/2025
Account Number: XXXX-XXXX-XXXX-6764

Account Summary

Previous Balance	$25,496.12
Purchases & Other Charges	$32,912.82
Cash Advances	$0.00
Cash Advance Fees	$0.00
Late Charges	$0.00
Finance Charges	$0.00
Credits	$1,170.29
Payments	$25,496.12
New Balance	$31,742.53
Credit Limit	$120,000.00
Cash Limit	$120,000.00
Available Credit	$88,257.47
Disputed Amount	$0.00
Statement Closing Date	March 11, 2025
Days in Billing Cycle	14

Payment Information

New Balance	$31,742.53
Minimum Payment Due	**$31,742.53**
Payment Due Date	**March 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
03/04	03/04		AUTO PAYMENT - THANK YOU!	$25,496.12 CR

PLEASE DETACH COUPON AND RETURN WITH YOUR PAYMENT.

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

Account ID:	**8000-0018-8386**
Account Number:	**XXXX-XXXX-XXXX-6764**
Payment Due Date:	March 18, 2025
New Balance:	$31,742.53
Minimum Payment Due:	$31,742.53

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 0031742530031742530

Commerce Bank®

Cardholder Account Activity

Tran Date	Post Date	Reference Number	Transaction Description	Amount
LEONARD SCHWINDT 0000-0168-1527				
XXXX-XXXX-XXXX-3672			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $3,500.00			$499.94 / $0.00 / $499.94	
03/05	03/05	24011345064500017808534	AMAZON RETA* PY2KW9YR3 WWW.AMAZON.COWA	$499.94
FIRE DEPARTMENT 0000-0150-5080				
XXXX-XXXX-XXXX-6112			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $10,000.00			$2,196.04 / $170.34 / $2,025.70	
02/25	02/26	24116415056718628670557	BADGEANDWALLET.COM 914-236-1260 NY	$345.50
02/25	02/26	24116415056742644036312	BADGEANDWALLET.COM 914-236-1260 NY	$12.00
02/26	02/27	24431065058157512878902	DUNHAMS 256 DICKINSON ND	$170.36
02/26	02/27	74431065058157512878915	DUNHAMS 256 DICKINSON ND	$170.34 CR
02/26	02/27	24431065058157531052828	DUNHAMS 256 DICKINSON ND	$159.96
02/27	02/28	24445005058100180097868	ACI*COLUMBIASTHERNSP 251-981-3771 AL	$350.00
03/01	03/03	24943005062160003489065	CENEX- ENERBASE TRUCK PL MINOT ND	$53.00
03/02	03/03	24941665061113351469779	GAS STOP MINOT ND	$46.91
03/04	03/05	74609055063500018424132	REMARKABLE OSLO	$2.99
03/05	03/05	74609055063500018424132	INTERNATIONAL SERVICE FEE	$0.03
03/05	03/06	24941665064114658232255	BLAUER MANUFACTURING 800-225-6715 MA	$877.85
03/06	03/10	24202985066030037817331	IAAI 410-451-3473 MD	$73.00
03/06	03/07	24455015065142000195537	WAL-MART #1567 DICKINSON ND	$73.44
03/10	03/11	24116415069716842122756	BADGEANDWALLET.COM 914-236-1260 NY	$31.00
SHELLY NAMENIUK 0000-0574-8587				
XXXX-XXXX-XXXX-4539			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $5,000.00			$325.00 / $0.00 / $325.00	
03/07	03/10	24071055067939144350227	GOVERNMENT FINANCE OFF CHICAGO IL	$200.00
03/07	03/10	24116415066712336634714	JOBTARGET 860-440-0635 CT	$125.00
FINANCE DEPARTMENT 0000-0150-5049				
XXXX-XXXX-XXXX-6832			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $25,000.00			$279.85 / $0.00 / $279.85	
03/03	03/04	24027625062878853456785	PAYFLOW/PAYPAL 888-883-9770 NE	$279.85
JADE PRAUS 0000-5510-1935				
XXXX-XXXX-XXXX-9286			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $3,000.00			$632.01 / $0.00 / $632.01	
02/26	02/28	24323045058399300339563	DAKOTA ZOO 701-2237543 ND	$185.00
03/05	03/06	24445005065400146554312	WM SUPERCENTER #1567 DICKINSON ND	$43.32
03/05	03/06	24055235064263427114007	WALMART.COM 800-925-6278 AR	$49.99
03/05	03/06	24055235064263484061513	WALMART.COM 800-925-6278 AR	$185.40
03/07	03/10	24011345066500102038946	AMAZON RETA* 7P6L77QV3 WWW.AMAZON.COWA	$8.24
03/08	03/10	24692165067107089871112	AMAZON MKTPL*SZ4Q08C83 Amzn.com/billWA	$142.07
03/10	03/10	24692165069108143051673	AMAZON MKTPL*M17C90N53 Amzn.com/billWA	$17.99
RENEE NEWTON 0000-5510-1950				
XXXX-XXXX-XXXX-9302			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $1,000.00			$63.95 / $0.00 / $63.95	
03/07	03/10	24906415066223794802003	Mpls St Paul Magazine 800-9995589 MN	$23.95
03/07	03/10	24906415066223794337984	SI Kids 877-7471045 NY	$20.00
03/07	03/10	24906415066223794723399	SI Kids 877-7471045 NY	$20.00
GRANT CARLSON 0000-6611-8886				
XXXX-XXXX-XXXX-8950			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $3,000.00			$1,308.45 / $0.00 / $1,308.45	
03/06	03/06	24011345065500048048141	AMAZON RETA* CO7VD58A3 WWW.AMAZON.COWA	$513.80
03/07	03/07	24011345066500028801146	AMAZON RETA* T84H73HK3 WWW.AMAZON.COWA	$20.45
03/07	03/10	24011345066500067983862	AMAZON RETA* ID79V8FT3 WWW.AMAZON.COWA	$507.21
03/08	03/10	24011345067500126837009	AMAZON RETA* 9Y8U74M23 WWW.AMAZON.COWA	$26.99
03/08	03/10	24011345067500101802820	AMAZON MARK* YR3Z22GI3 AMAZON.COM/MAWA	$79.99
03/08	03/10	24011345067500126838817	AMAZON MARK* T75FH04J3 AMAZON.COM/MAWA	$20.11
03/09	03/10	24011345068500049789930	AMAZON RETA* RY7ZK71M3 WWW.AMAZON.COWA	$139.90

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
POLICE DEPARTMENT TRAVEL 0000-0317-2236				
XXXX-XXXX-XXXX-3469			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$822.59 / $0.00 / $822.59	
02/26	02/27	24055235058256182350152	RUNNINGS OF DICKINSON DICKINSON ND	$239.03
02/28	03/03	24316055060258868725601	SHELL OIL10083962018 JAMESTOWN ND	$32.27
03/01	03/03	24941665060112964541819	HOLIDAY STATIONS 0415 MOORHEAD MN	$30.03
03/01	03/03	24137465061001408219272	SPEEDWAY 04800 4101 148THCLEARWATER MN	$30.43
03/01	03/03	24137465061001408219355	SPEEDWAY 04800 4101 148THCLEARWATER MN	$6.09
03/01	03/03	24692165061101195945122	EXXON JAMESTOWN I-94 JAMESTOWN ND	$17.90
03/01	03/03	24445005061300628765911	CASEYS #3370 FARGO ND	$16.93
03/01	03/03	24071055060627107851409	ELITE K9 INC 2 270-5545515 KY	$376.58
03/09	03/10	24692165069107997914549	EXXON JAMESTOWN I-94 JAMESTOWN ND	$32.18
03/09	03/11	24943005069164782039185	KWIK TRIP #1020 ALBERTVILLE MN	$41.15
LINDA CARLSON 0000-5426-5046				
XXXX-XXXX-XXXX-0713			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $5,000.00			$1,831.95 / $0.00 / $1,831.95	
03/05	03/07	24687205065030022145316	FEDERAL PROCESSING REGIST727-601-0294 FL	$599.00
03/05	03/07	24687205065030022145324	FEDERAL PROCESSING REGIST727-601-0294 FL	$599.00
03/05	03/07	24687205065030022145332	FEDERAL PROCESSING REGIST727-601-0294 FL	$599.00
03/10	03/11	24427335069730255982444	CASH WISE #3044 DICKINSON ND	$34.95
POLICE DEPT TRAVEL 2 0000-3875-0915				
XXXX-XXXX-XXXX-9203			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$69.12 / $0.00 / $69.12	
02/28	03/03	24801975060258741140938	PETRO GAS FARGO ND	$69.12
MICHAEL HANEL 0001-0004-0559				
XXXX-XXXX-XXXX-1126			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$538.17 / $0.00 / $538.17	
03/04	03/04	24011345063500055067069	BUZZSPROUT* INVOICE 73 BUZZSPROUT.COFL	$12.00
03/06	03/07	24906415065223728590626	DNH*GODADDY#3629763614 480-5058855 AZ	$316.18
03/06	03/10	24721935066900017965085	APCO INTERNATIONAL INC 386-9442422 FL	$35.00
03/06	03/10	24721935066900017953073	APCO INTERNATIONAL INC 386-9442422 FL	$35.00
03/06	03/07	24692165065104966690444	AMAZON MKTPL*J28264TA3 Amzn.com/billWA	$139.99
TRAVIS HOLDING EAGLE 0001-0801-6460				
XXXX-XXXX-XXXX-0945			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $5,000.00			$396.00 / $0.00 / $396.00	
02/21	02/26	24755425056160569008106	BEST WESTERN HOTELS 701-7512550 ND CHECK IN DATE: 02-20-25 CONFIRMATION #: 119073	$396.00
ANIMAL SHELTER 0001-1296-6130				
XXXX-XXXX-XXXX-2966			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$87.51 / $0.00 / $87.51	
02/28	03/03	24692165059109512235881	EXXON JAMESTOWN I-94 JAMESTOWN ND	$32.52
03/04	03/05	24055235064262626351097	RUNNINGS OF DICKINSON DICKINSON ND	$54.99
GREG BECK 0001-1312-8177				
XXXX-XXXX-XXXX-2926			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $4,000.00			$380.00 / $0.00 / $380.00	
03/04	03/05	24692165063103562397786	IN *NORTH DAKOTA SAFETY C701-2236372 ND	$380.00
MUSEUM 0000-5687-7889				
XXXX-XXXX-XXXX-7971			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $8,000.00			$257.92 / $0.00 / $257.92	
02/24	02/26	24455015056141002451519	WAL-MART #1567 DICKINSON ND	$14.15
03/03	03/04	24011345062500099693418	SHOPIFY* 337293750 SHOPIFY.COM IL	$89.00
03/07	03/10	24692165066105746380346	AMAZON MKTPL*P64P85IE3 Amzn.com/billWA	$12.06
03/10	03/11	24492165069500027157380	STICKER MULE STICKERMULE.CNY	$142.71

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
DUSTIN DASSINGER 0000-0265-1818				
XXXX-XXXX-XXXX-0612			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$158.00 / $0.00 / $158.00	
02/25	02/27	2469216505710716143738 8	UNITED 0164475473952HOUSTON TX	$40.00
02/25	02/26	2469216505610673040941 6	SQ *UNIONTAXI537 Denver CO	$78.00
02/28	03/03	2469216506010059203200 6	UNITED 0164476422871HOUSTON TX	$40.00
PURCHASING DEPARTMENT 0001-3525-0710				
XXXX-XXXX-XXXX-7033			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $10,000.00			$1,059.81 / $0.00 / $1,059.81	
02/24	02/27	2403638505707155435614 3	PAYPAL *EBAY US 402-935-7733 CA	$57.11
02/25	02/26	2469216505710696324606 2	AMAZON MKTPL*TP9ST6T93 Amzn.com/billWA	$47.56
02/28	03/03	2469216505910956237358 2	AMAZON MKTPL*2E2VU2JR3 Amzn.com/billWA	$32.08
02/28	03/03	2469216505910942216149 0	AMAZON MKTPL*YY09W9QO3 Amzn.com/billWA	$13.30
02/28	03/03	2410838505901322700034 5	SHOPLET.COM clover.com FL	$93.11
02/28	03/03	2469216505910942608157 9	AMAZON MKTPL*O45H12CQ3 Amzn.com/billWA	$37.14
02/28	03/03	2469216505910938192635 4	AMAZON MKTPL*NQ9IW1BD3 Amzn.com/billWA	$39.12
02/28	03/03	2469216505910947136087 8	AMAZON MKTPL*RT0MR8R33 Amzn.com/billWA	$73.56
03/01	03/03	2469216506010059698096 0	AMAZON MKTPL*X42TE7XQ3 Amzn.com/billWA	$21.99
03/01	03/03	2469216506010059010987 1	AMAZON MKTPL*ZV8211TY0 Amzn.com/billWA	$216.18
03/01	03/03	2469216506110090035434 9	Amazon.com*KL4HI9JE3 Amzn.com/billWA	$79.90
03/05	03/06	2469216506410429415713 3	AMAZON MKTPL*V28TT2W93 Amzn.com/billWA	$8.81
03/05	03/06	2405523506426332160229 7	WALMART.COM 800-925-6278 AR	$313.00
03/07	03/10	2444500506630058255107 0	WALMART.COM 8009256278 800-966-6546 AR	$7.84
03/07	03/10	2469216506610605149446 6	AMAZON MKTPL*F268W2L83 Amzn.com/billWA	$19.11
TRAVIS LEINTZ 0001-7741-1394				
XXXX-XXXX-XXXX-8650			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$1,245.00 / $0.00 / $1,245.00	
03/03	03/04	2449215506308966817978 5	TLO TRANSUNION 561-988-4200 FL	$195.00
03/06	03/07	2475542506529065110304 1	NATIONAL ASSOCIATION OF S205-7396060 AL	$550.00
03/06	03/06	2469216506510458887643 9	NDHP-E PERMIT 701-328-2426 ND	$500.00
CINDY THRONBURG 0000-9264-8252				
XXXX-XXXX-XXXX-4820			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $3,000.00			$901.58 / $0.00 / $901.58	
02/25	02/26	2475542505629056226402 4	THE LIBRARY STORE 309-9253923 IL	$361.65
03/04	03/05	2411641506371281194541 4	ONLINE LABELS, INC. 407-936-3900 FL	$539.93
POLICE DEPARTMENT 0000-0150-5007				
XXXX-XXXX-XXXX-3168			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $30,000.00			$742.98 / $0.00 / $742.98	
02/28	03/03	2494300506015899112801 0	HOLIDAY INN EXPRESS 7014995322 ND CHECK IN DATE: 02-23-25 NUMBER OF NIGHTS: 5 CONFIRMATION #: 0035037014995322	$550.00
03/06	03/07	2442733506573026126420 3	CASH WISE #3044 DICKINSON ND	$41.99
03/08	03/10	2469216506710681706464 4	AMAZON MKTPL*R55SW30U3 Amzn.com/billWA	$60.99
03/10	03/11	2469216506910877164624 0	IN *GUARDIAN ALLIANCE TEC415-6552240 CA	$90.00
RACHEL SHUMAKER 0001-9258-6378				
XXXX-XXXX-XXXX-8315			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $7,500.00			$3,965.48 / $0.00 / $3,965.48	
02/26	02/27	7408342505850000176687 6	WWW.AWSYS.COM SAINT-LAURENTQC	$3,690.00
02/27	02/27	7408342505850000176687 6	INTERNATIONAL SERVICE FEE	$36.90
03/10	03/11	2401134507050001056890 5	FC* ND SOLID WASTE FLIPCAUSE.COMCA	$238.58
DENVER FOWLER 0000-9338-8569				
XXXX-XXXX-XXXX-7909			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $3,000.00			$89.86 / $0.00 / $89.86	
02/24	02/26	2413746505610028316130 7	MENARDS DICKINSON ND 715-876-6378 ND	$89.86

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
JOSHUA SKLUZACEK 0001-9499-4596				
XXXX-XXXX-XXXX-0186			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $3,000.00			$102.50 / $0.00 / $102.50	
03/05	03/07	24000975065317007923488	RADISSON HOTEL BISMARC BISMARCK ND CHECK IN DATE: 03-04-25 CONFIRMATION #: 0000000283	$102.50
CHRISTOPHER KIMMERLE 0001-9535-4345				
XXXX-XXXX-XXXX-1618			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $5,000.00			$2,454.92 / $0.00 / $2,454.92	
03/05	03/07	24137465065100270859268	MENARDS DICKINSON ND DICKINSON ND	$2,454.92
RACHEL WALDO 0002-0338-6859				
XXXX-XXXX-XXXX-5401			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $3,000.00			$139.56 / $0.00 / $139.56	
02/25	02/26	24226385057007198217853	WAL-MART #1567 DICKINSON ND	$7.84
03/01	03/03	24692165061100867102632	AMAZON MKTPL*J674K2SR3 Amzn.com/billWA	$106.06
03/08	03/10	24692165067107079399702	AMAZON MKTPL*J51UG6WT3 Amzn.com/billWA	$25.66
AARON MEYER 0000-0375-0213				
XXXX-XXXX-XXXX-9108			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $40,000.00			$2,851.51 / $939.95 / $1,911.56	
02/25	02/26	24692165056106681578524	AMAZON MKTPL*LZ16203L3 Amzn.com/billWA	$131.80
02/25	02/26	24692165056106920594571	AMAZON MKTPL*7J5YO45W3 Amzn.com/billWA	$42.99
02/25	02/26	24692165056106567527264	AMAZON MKTPL*RA3HL6IL3 Amzn.com/billWA	$69.86
02/26	02/27	24692165057107745270305	Amazon.com*IV46J42N3 Amzn.com/billWA	$29.01
02/26	02/27	24692165057107507800000	AMAZON MKTPL*7Q5JB9143 Amzn.com/billWA	$298.99
02/26	02/26	24692165057107099140062	AMAZON MKTPL*9D6HH23Z3 Amzn.com/billWA	$39.81
02/27	02/28	24692165058108323125811	AMAZON MKTPL*U420Q81L3 Amzn.com/billWA	$224.99
02/28	03/03	24116415059712149740087	MONOPRICE, INC. 877-271-2592 CA	$329.37
02/28	03/03	24116415059712191057315	MONOPRICE, INC. 877-271-2592 CA	$61.71
02/28	03/03	24692165059109215709372	UPS*1ZK58T7K0300023817 800-811-1648 GA	$14.18
03/01	03/03	24692165061100691743023	AMAZON MKTPL*RY4IC75G3 Amzn.com/billWA	$425.10
03/01	03/03	24011345060500105598231	UBIQUITI INC. UI.COM NY	$29.00
03/01	03/03	24164075061105441174718	Staples Inc staples.com MA	$234.89
03/02	03/03	24011345061500026244328	WASABI TECHNOLOGIES WASABI.COM MA	$877.27
03/05	03/06	74116415064263080251633	NEWEGG MARKETPLACE CITY OF INDUSCA	$939.95 CR
03/08	03/10	24692165067106561913699	UPS*1Z1GGT640327140035 800-811-1648 GA	$14.18
03/08	03/10	24692165067106561913707	UPS*1Z1GK05T0301958429 800-811-1648 GA	$14.18
03/08	03/10	24692165067106561913715	UPS*1Z1GK82T0301416047 800-811-1648 GA	$14.18
RITA BINSTOCK 0000-4914-5485				
XXXX-XXXX-XXXX-6902			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $4,000.00			$3,996.79 / $0.00 / $3,996.79	
02/27	02/28	24011345059500028425101	COLUMN PUBLIC NOTICE COLUMN.US DC	$780.52
02/28	03/03	24943005060158989133741	GRAND HYATT DENVER 3032951234 CO CHECK IN DATE: 02-25-25 NUMBER OF NIGHTS: 3 CONFIRMATION #: 3388213032951234	$2,360.15
03/04	03/05	24011345064500010628327	COLUMN PUBLIC NOTICE COLUMN.US DC	$390.64
03/06	03/07	24011345066500029487986	COLUMN PUBLIC NOTICE COLUMN.US DC	$435.48
03/10	03/11	24692165069108805586255	NDRIN-ND LAND RECORDS 701-364-1280 ND	$30.00
BRANDI AARON 0002-3155-0062				
XXXX-XXXX-XXXX-5570			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $1,000.00			$5.40 / $0.00 / $5.40	
02/25	02/26	24137465057001477251053	USPS PO 3724000905 DICKINSON ND	$5.40
SYLVIA MILLER 0002-3668-8503				
XXXX-XXXX-XXXX-6723			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $750.00			$496.24 / $0.00 / $496.24	
02/27	02/28	24427335058730262904012	CASH WISE #3044 DICKINSON ND	$49.92
03/03	03/04	24011345063500009281261	COLUMN PUBLIC NOTICE COLUMN.US DC	$442.32
03/10	03/11	24692165069108799700029	NDRIN-ND LAND RECORDS 701-364-1280 ND	$4.00

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
FIRE DEPARTMENT EMS 0002-4113-7025				
XXXX-XXXX-XXXX-5974			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $10,000.00			$2,847.22 / $60.00 / $2,787.22	
02/25	02/26	24445005057400156961035	WM SUPERCENTER #1567 DICKINSON ND	$20.06
02/26	02/26	24793385057002481780066	ND EMS Association Bismarck ND	$220.00
03/03	03/04	24036295062712713192465	JONES & BARTLETT LEARNING800-832-0034 MA	$41.95
03/05	03/06	24941665065114761046013	STOPTHEBLEED.ORG 864-968-4089 SC	$1,294.22
03/07	03/10	24081625068018015077628	BOUND TREE MEDICAL LLC 800-2827904 OH	$70.99
03/07	03/10	24755425066180661781408	SANFORD LEARN CYBERSOURCE855-3055067 SD	$600.00
03/07	03/10	24755425066180661781390	SANFORD LEARN CYBERSOURCE855-3055067 SD	$600.00
03/10	03/11	74941665070116986052260	STOPTHEBLEED.ORG 864-968-4089 SC	$60.00 CR
AARON PRAUS 0000-4914-5519				
XXXX-XXXX-XXXX-1291			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $15,000.00			$1,945.50 / $0.00 / $1,945.50	
03/03	03/04	24492165062500030345441	WWW.APWA.NET WWW.APWA.NET MO	$1,433.00
03/05	03/07	24000975065317007923207	RADISSON HOTEL BISMARC BISMARCK ND CHECK IN DATE: 03-04-25 CONFIRMATION #: 0000000148	$102.50
03/05	03/07	24000975065317007923785	RADISSON HOTEL BISMARC BISMARCK ND CHECK IN DATE: 03-04-25 CONFIRMATION #: 0000000146	$102.50
03/05	03/07	24000975065317007923231	RADISSON HOTEL BISMARC BISMARCK ND CHECK IN DATE: 03-04-25 CONFIRMATION #: 0000000151	$102.50
03/05	03/07	24000975065317007923496	RADISSON HOTEL BISMARC BISMARCK ND CHECK IN DATE: 03-04-25 CONFIRMATION #: 0000000282	$102.50
03/05	03/07	24000975065317007923637	RADISSON HOTEL BISMARC BISMARCK ND CHECK IN DATE: 03-04-25 CONFIRMATION #: 0000000284	$102.50
CHAD TORMASCHY 0002-4230-8484				
XXXX-XXXX-XXXX-6097			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $10,000.00			$121.97 / $0.00 / $121.97	
02/24	02/26	24801975056254876469537	DICKINSON MOTOR VEHICLE DICKINSON ND	$40.50
02/24	02/26	24801975056254876080680	MUNICIPAY(M3)*SERVICE FE SCARBOROUGH ME	$3.00
02/25	02/26	24204295056002029210068	eBay O*21-12741-96328 800-4563229 CA	$35.48
03/05	03/06	24204295064002365843068	eBay O*17-12781-78981 800-4563229 CA	$19.49
03/06	03/10	24801975066265524813155	MUNICIPAY(M3)*SERVICE FE SCARBOROUGH ME	$3.00
03/06	03/10	24801975066265528446960	DICKINSON MOTOR VEHICLE DICKINSON ND	$20.50
JOEL WALTERS 0001-9499-4604				
XXXX-XXXX-XXXX-5085			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $0.00			$100.00 / $0.00 / $100.00	
02/27	02/28	24559305058900014700876	NDPIO 701-4716500 ND	$100.00

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

CITY OF Dickinson North Dakota | ADMINISTRATION

To: City Commission

From: City Administrator Dustin Dassinger

Date: 3/13/25

Subject: Planning and Zoning Board Appointment

Commissioners,

On 03/12/2025, a committee consisting of City Planner Natalie Birchak, Community Development Director Joshua Skluzacek, Commissioner Jason Fridrich and myself met to interview two interested candidates for the Planning and Zoning Board.

The Committee selected Mathew Rothstein.

I am recommending Mr. Rothstein's appointment to the Planning and Zoning Board.

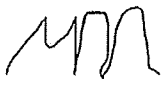
Thank You,

Dustin Dassinger

City Administrator

2. Mathew Rothstein

Updated at Jan 23, 2025

Submission Date	Jan 23, 2025
Name	Mathew Rothstein
Home Phone	
Cell Phone	
Email	mathew.rothstein@gmail.com
Primary Board you are interested in:	Board of Adjustment
Secondary Board you are interested in:	Planning/Zoning Commission
Radio	I am Interested in serving because:
Interest/Recommendation:	I have been wanting to become more aware of what happening in Dickinson and have wanted to serve Dickinson in some way. Serving on one of the Boards is one way to help me work towards my goal of running for and serving as a Dickinson City Commissioner.
Signature	
Phone Number	
Why is the library important for our community and why is it a necessary government service?	
How long have you been a resident of Dickinson, Stark, Slope, or Billings County?	
What groups or organizations are you currently, or have you been, associated with in the area?	
PDF Embedder	
Date	
What activities or functions have	

you participated in concerning the Dickinson Area Public Library?

Select which Finance Committee Term you are applying for:

Please indicate the area(s) in which your knowledge would be of benefit to the Board.

Resume/Biography Upload

DOC

Education: degree, institution, year obtained

Address

Work experience: positions, employers, dates of employment

Other Boards you may be interested in:

Weed Board
Board of Appeals

Other experience: special skills, training, certifications, etc.

What are the responsibilities of a Library Board Director?

What are the responsibilities of the Library Director and Library Administration?

Read the statements below. Check the boxes to signify you understand and will follow the statements if chosen as a Board Director.

Why do you want to serve on the Library Board?

MATHEW R. ROTHSTEIN

SUMMARY OF QUALIFICATIONS:

Focused Professional with over 26 years of operations and training experience. Dedicated to providing guidance, mentorship, consistently coaching subordinates, and enhancing team cohesion. Expert in managing multiple tasks simultaneously with no interruptions in the organizational flow of data or personnel. Experienced leader, adept at evaluating organizational context, establishing in-depth Safety plans and programs, and maintaining accountability for achieving ambitious goals and objectives. Viable member of any team. 24 year Army Veteran.

Core Competencies

- Technical Expertise
- Team Building
- Hands-On
- Articulate Written and Oral Communication
- Curriculum Development
- Individual and Group Training
- Client Service
- Motivating & Developing
- Performance & Goal Oriented

PROFESSIONAL EXPERIENCE

HSE/Shop Manager, Ystaas Electrical Service, LLC, Dickinson, ND **April 2019 – Present**

Assists and coordinates site inspections for quality control in accordance with company's health and safety manual, employment manual, NFPA 70E, ND State Electrical Board, NEC 2015, and safe work procedures and environmental regulations. Responsible for the input of safety metrics into ISNetworld and PEC Safety to communicate our qualifications to our customers. Manages and is responsible for the Company's Drug and Alcohol system which uses DISA, TEAM Professional, and ASAP/OSCA to meet customer requirements. Manages company training tracker and facilitates required training.

Instructor, MBI Energy Services, Belfield, ND **May 2018 – March 2019**

Instructor that trains employees during: New Hire Orientation (NHO) program; Equipment Training (Aerial Lift, Skid Steer, Wheeled Loader, Forklift, Telehandler); PEC Basic & H2S Clear; CPR/FA; Fall Protection; Respiratory Protection Program / FIT Testing / 5 & 30 Minute Rescue Packs; Hydrogen Sulfide Training; and Confined Space Rescue Training.

HSE Manager, Ystaas Electrical Service, LLC, Dickinson, ND **January 2016 – April 2018**

Assists and coordinates site inspections for quality control in accordance with company's health and safety manual, employment manual, NFPA 70E, ND State Electrical Board, NEC 2015, and safe work procedures and environmental regulations. Responsible for the input of safety metrics into ISNetworld and PEC Safety to communicate our qualifications to our customers. Manages and is responsible for the Company's Drug and Alcohol system which uses DISA, TEAM Professional, and ASAP/OSCA to meet customer requirements.

HSE/DOT Manager, Integrated Production Services (IPS), Dickinson, ND **January 2015 – January 2016**

Implements and maintains company HSE processes, procedures and programs; provide advice to operations and management on HSE performance/deficiencies of field personnel and/or practices; develops and implements HSE training programs, emergency response plans, inspections, and reviews; implement and maintain fire and safety equipment; compliance of company's Spill Pollution Containment Countermeasure Plan; investigate accidents and dangerous occurrences and implement means of preventing reoccurrences. Conduct routine field observations to ensure quality control regarding safety in operations.

- Assisted in the lowering of District's Total Recordable Incident Rate (TRIR) from 1.2 to 0 TRIR
- Managed and conducted training of the IPS New Hire, Core Training, and DOT/FMCSR areas.
- Responsible for the documentation, filing, and tracking of drivers in order to maintain DOT regulations and requirements in addition to managing driver qualification processes per DOT / FMCSA standards.

HSE Manager, RockPile Energy Services (RPES), Dickinson, ND **October 2013 – December 2014**

Support local management in establishing and continuously improving the HSE culture within the work site. Develop manager's awareness and ensures that HSE is an integral part of line management responsibilities and objectives. Responsible for HSE investigations and training; can stop operations if there is an environmental hazard or the job is determined not safe. Conducts HSE audits both in field and facility environments, including areas covering explosives and radioactive sources. Assist Management and Support Functions onsite in:

- Establishing, maintaining, implementing and improving the Business Segment HSE Management System
- Accountable for the company's Driver Qualification files for compliance with FMCSA regulations and requirements
- Liaising with clients, third party subcontractors and agencies regarding HSE
- Develop and maintain a high level of awareness among all personnel through communication, training, and active personal involvement of employees in HSE through prevention and reporting of non-conformities

Field Safety Trainer, Flint Energy, Dickinson, ND **October 2011 – September 2013**
Facilitates with district/job to support governmental regulatory compliance in all areas related to safety; provides support to construction activities by conducting safety meetings, work site and equipment inspections, accident investigations, employee injury assessment with follow-up, and coordination of employee training programs. Acts as liaison with community emergency response agencies.

Combat Engineer, First Sergeant, US Army **November 1984 – July 2008**

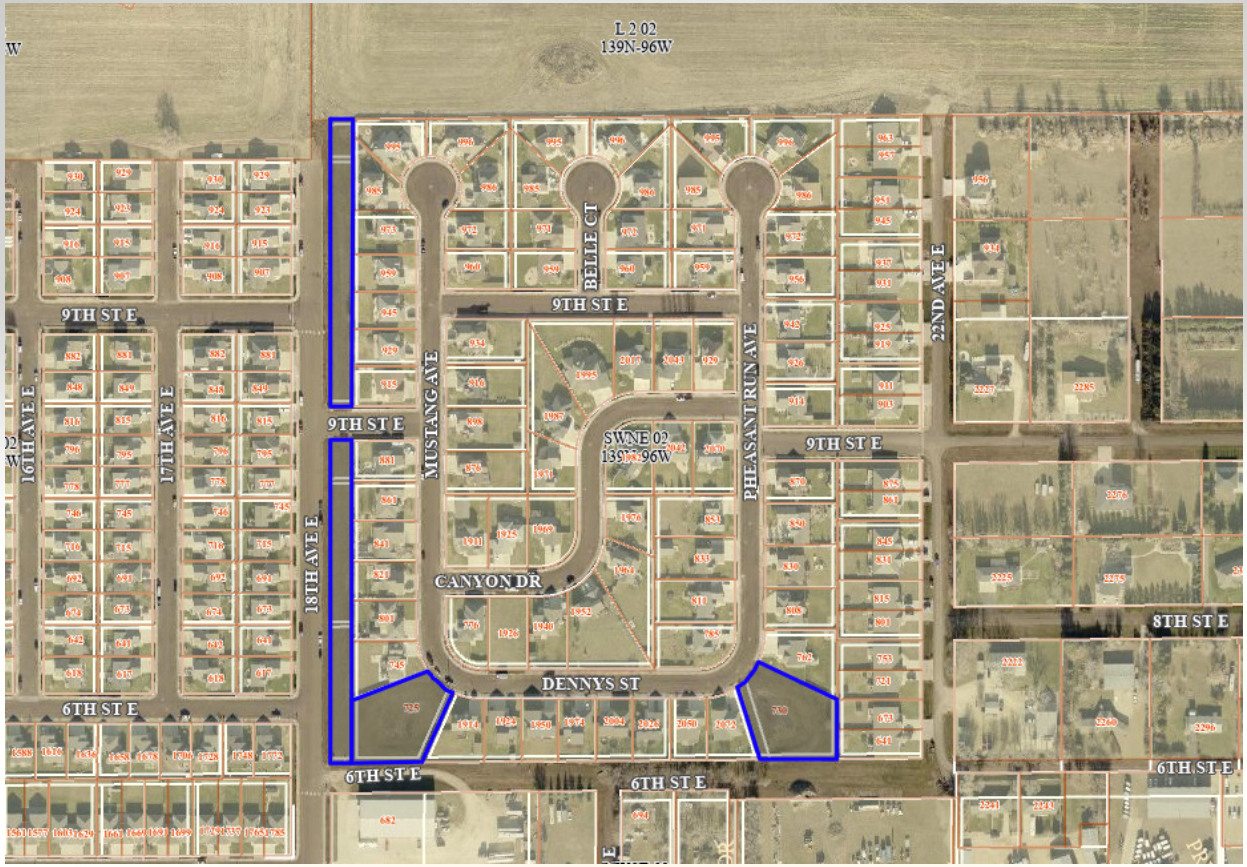
EDUCATION / AFFILIATIONS

Civilian Education and Workshops
BS, Liberal Arts, Excelsior College, January 2011
Medic First Aid CPR, AED and Basic First Aid Trainer Certification
Forklift/Aerial Lift Trainer
Heavy Equipment Operator / Trainer

Military Education
Company Commander / First Sergeant Course, Fort Lewis, WA,
Development and Integration of Safety Standard Operation Procedures (SOP) to ensure compliance with State and Federal Rules and Regulations.
Advanced Leadership and Management Course for Senior Supervisors, 10 weeks, U.S. Army Engineer Center, MO
Key Safety areas trained: Risk Management/Mitigation; Fire Safety; Demolitions; Development and Integration of Safety Standard Operating Procedures within work place.

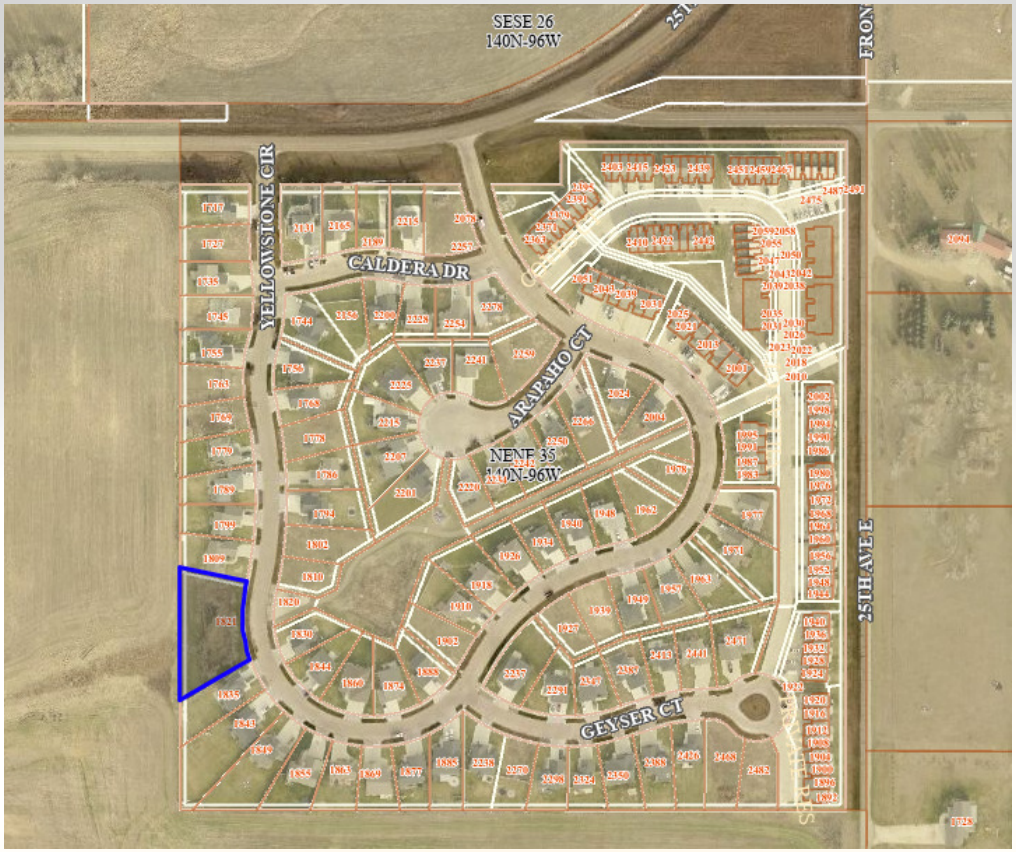
Other Skills
Skilled in use of Microsoft Office applications (Outlook, Word, Power Point, and Excel)
Knowledgeable with computer automation equipment

COUNTY PARCELS MAP



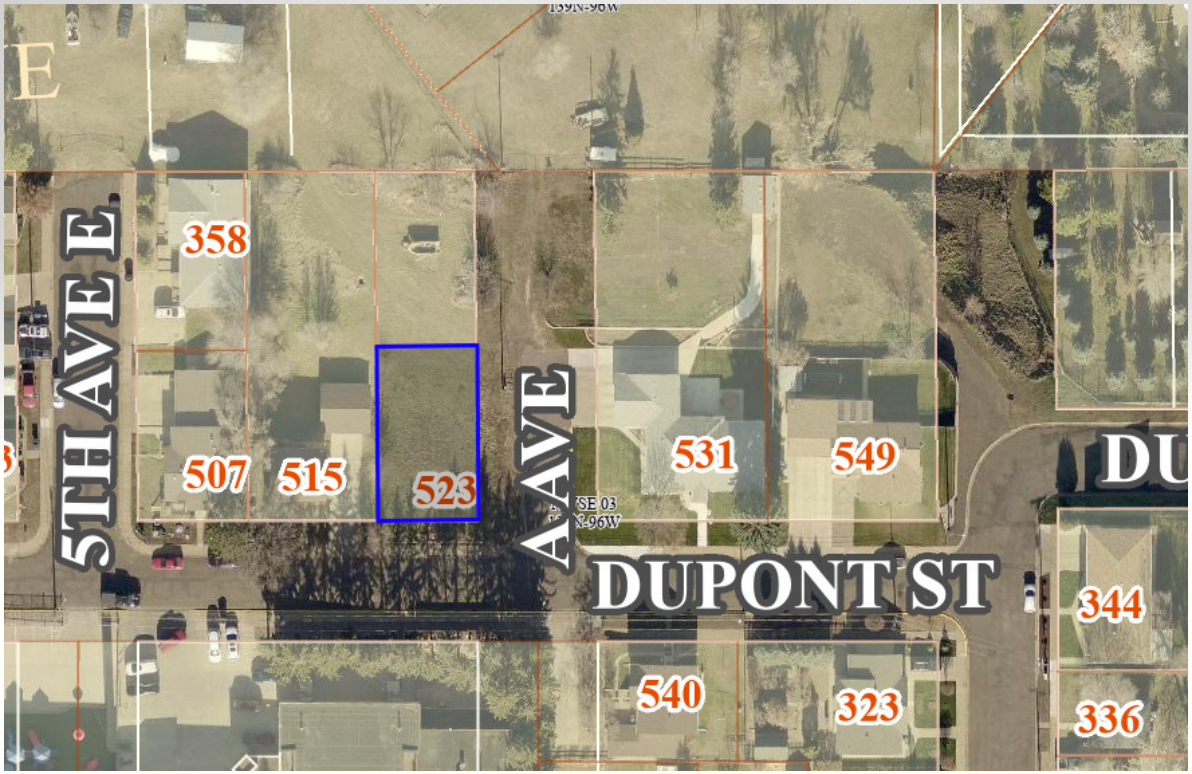
CITY OF Dickinson North Dakota

COUNTY PARCELS MAP



CITY OF Dickinson North Dakota

COUNTY PARCELS MAP



CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota | ADMINISTRATION

To: City Commission

From: City Administrator Dustin Dassinger

Date: 3/13/25

Subject: Parcel Purchase – Stark County

Commissioners,

The Stark County Commission voted to offer the following parcels back to the City of Dickinson at a reduced rate. These properties were delinquent and taken back by Stark County.

Property: Lot
Parcel #41-0040-09000-300
Address: 523 Dupont St, Dickinson, ND 58601
Legal: M & S ADD S1/2 L3 B9
Amount: Auditor $1.00 + recording fee of $20.00

Property: Draining Ditch
Parcel #41-1608-04000-600
Subdivision: 41-1608 Painted Canyon
Legal: Painted Canyon Subdivision L6 B4 Draining Ditch
Amount: Auditor $1.00 + recording fee of $20.00

Property: Draining Ditch
Parcel #41-1608-04001-500
Subdivision: 41-1608 Painted Canyon
Legal: Painted Canyon Subdivision L15 B4 Drainage Ditch
Amount: Auditor $1.00 + recording fee of $20.00

Property: Lot
Parcel #41-4000-07001-101
Subdivision: 41-4000 Sundance Coves
Legal: Sundance Coves Sub Tract 1 B7
Amount: Auditor $1.00 + recording fee of $20.00

Property: Common Area
Parcel #41-1608-01000-100
Subdivision: 41-1608 Painted Canyon
Subdivision Legal: Painted Canyon Sub L1 B1
Amount: Auditor $1.00 + recording fee of $20.00

Property: Common Area
Parcel #41-1608-04002-200
Subdivision: 41-1608 Painted Canyon Subdivision
Legal: Painted Canyon Sub L22 B4
Amount: Auditor $1.00 + recording fee of $20.00

The City of Dickinson Development Team has taken a look at these properties and supports the purchase of them.

I am requesting approval of the purchase of the six parcels.

Thank You,

Dustin Dassinger

City Administrator

CITY OF Dickinson North Dakota | ADMINISTRATION

To: City Commission

From: City Administrator Dustin Dassinger

Date: 3/13/25

Subject: Public Comments not on Agenda -Resolution

Commissioners,

On the February 20th, 2025 Commission Meeting guidelines were proposed to promote respectful and productive discussions during commission meetings. As I stated before, I appreciate the public's cooperation and engagement in city affairs. I also believe we need to maintain the integrity and professionalism of commission meetings.

At the February 20th Commission meeting, a discussion occurred between Commissioners, Attorney Wenko and myself regarding the guidelines that were proposed. Feedback from that discussion was used in development of a resolution designed to ensure professional, and orderly public engagement at City of Dickinson Commission Meetings.

The resolution is attached. (Below is a summary of the resolution):

1. Public Comment Opportunities

   - General public comments, apart from public hearings or agenda-specific items, will only be allowed during the designated "Public Comments – Not on the Agenda" portion of regular City Commission meetings.
   - Special City Commission Meetings will not include public comment, except for public hearings or agenda-specific items where comments are requested.

2. Eligibility to Speak

   - Individuals eligible to speak must meet at least one of the following criteria:
     (a) Resident of Dickinson or the extra-territorial zoning area of Dickinson.
     (b) Owner of real property in Dickinson or in the extra-territorial zoning area of Dickinson.
     (c) Business operator within Dickinson or in the extra-territorial zoning area of Dickinson.

(d) Employee of a business or governmental entity in Dickinson or in the extra-territorial zoning area of Dickinson.

3. Speaking Time & Limitations

- Each speaker is limited to five minutes.
- Time cannot be transferred from one speaker to another.
- Comments must pertain to municipal business.
- Refusal to leave the podium when requested is considered disruptive behavior.

4. Procedural Requirements

- Speakers must state their name, address, and the topic they wish to address.
- Non-residents must provide the address of the Dickinson business they own, work at, or the real property they own.
- Presentations and videos are not allowed during the "Public Comments – Not on the Agenda" portion of the meeting.

Public Meeting Decorum Policy

1. General Decorum Expectations

- All attendees and participants must adhere to respectful conduct during City Commission and City committee meetings.
- Disruptive conduct will not be tolerated, as it hinders the efficiency and dignity of public meetings.

2. Prohibited Behaviors

- Refusal to leave the podium when requested.
- Outbursts, shouting, clapping, booing, hissing, or interruptions.
- Actions that disturb or disrupt presenters, discussions, or the orderly conduct of the meeting.
- Physical or verbal altercations.
- Defamatory, abusive, harassing, or unlawful behavior.

3. Enforcement Measures

- The presiding officer may issue a warning for disruptive behavior.
- Continued disruptions may result in the meeting being recessed until order is restored. In severe cases, the presiding officer may direct law enforcement to remove the disruptive individual from the meeting.

This policy is intended to ensure that City Commission Meetings remain structured, efficient, and respectful while allowing meaningful public participation in municipal affairs.

I recommend approval of this resolution.

Thank You,

Dustin Dassinger

City Administrator

RESOLUTION NO. _____
CITIZEN COMMENT GUIDELINE AND POLICY AND PUBLIC MEETING DECORUM GUIDELINE POLICY

1. *Citizen Comments*

1.1 General public comment and participation, apart from public hearing or comments requested on specific agenda items, will be scheduled for regular City Commission meetings and only during the portions of the meeting designated as "Public Comments – Not on the Agenda" on the City Commission Agenda. Public comment and participation will not be scheduled or permitted during special City Commission Meetings, except for public hearings or comments that are requested on specific agenda items during such meetings.

1.2 Only individuals who are (a) residents of, (b) own real property within, (c) operate a business within or (d) an employee of a business or governmental entity operated within, the City of Dickinson or the extra-territorial zoning area of the City of Dickinson, will be permitted to speak during the designated "Public Comment - Not on Agenda" portions of the City Commission meetings.

1.3 Each speaker will be limited to five minutes, and the time from one speaker cannot be used by another speaker.

1.4 Comments during the "Public Comments – Not on the Agenda" portion of the meeting are limited solely to items that pertain to matters that are within the scope of municipality business. If the speaker refuses to leave the podium, this will be considered disruptive behavior.

1.5 Individuals who wish to speak during the "Public Comments – Not on the Agenda" portion of the agenda must state their name, address, and the subject to be addressed.

1.6 Individuals who are not residents of the City of Dickinson must list the address of the City of Dickinson business he/she operates or is an employee of, or the City of Dickinson real property he/she owns.

1.7 Presentations and videos will not be allowed during the "Public Comments – Not on the Agenda" portion of the meeting.

2. *Public decorum*

2.1 The following public decorum rules and guidelines shall apply to all attending or participating in meetings of the City Commission and other City committees (including planning and zoning committee meetings), and violation of these public decorum rules and guidelines will be considered disruptive conduct, adverse to the legitimate government interest of conducting orderly, efficient, effective, and dignified public meetings:

a. An individual during the "Public Comments – Not on Agenda" that refuses to leave the podium after being requested to do so because the individual is not within those that may provide public comment (i.e. not a resident or business owner within the City of Dickinson), the individual's five-minute time allotment has ended.

b. Outbursts, shouting, clapping, booing, hissing, interruptions, loud noises, and comments during presentation of any agenda item, discussion by the members of the public body that are meeting.

c. Behavior or conduct that disturbs, disrupts, impedes or interrupts presenters of an agenda item, discussion by the members of the public body or the orderly conduct of the meeting.

d. Behavior or conduct that creates, provokes or causes disturbances involving unwelcome physical contact or verbal abuse.

e. Behavior that is defamatory, abusive, harassing or unlawful.

2.2 If, in the opinion of the presiding officer of the meeting, that any of the above behavior or conduct has occurred or other conduct or behavior that disrupts or impedes the orderly and efficient conduct of the meeting has occurred, the presiding officer may provide a warning indicating the individual's conduct is considered by the presiding officer to be disruptive conduct and further disruptive conduct by any individual in attendance at the meeting may result in the meeting being recessed until order is restored in the Commission Chambers.

2.3 If, in the opinion of the presiding officer, the disruptive conduct is so severe, the presiding officer may request the sergeant at arms or police officer in attendance to immediately remove the individual from the meeting.

Adopted and Effective: _____, 2025

ATTEST:

Scott Decker, President
Board of City Commissioners

Dustin Dassinger, City Administrator

CITY OF Dickinson North Dakota | ADMINISTRATION

To: City Commission

From: City Administrator Dustin Dassinger

Date: 3/13/25

Subject: City Canvasing Board – Special Election

Commissioners,

In accordance with North Dakota Century Code §40-21-16.1, the City Canvassing Board for the Special Election that occurred on March 11th will be composed of the following members:

- Commission President (Need a motion for Commission Vice President Dr. Baer to serve as the Canvasing Board President)
- City Administrator
- City Attorney Wenko
- Two Commissioners (excluding Commissioner Fridrich)

As required by law, the board must consist of at least five members. Any individuals who served on the election board during the election are ineligible to serve on the canvassing board for the same election.

I am requesting Commissioner Odermann and Commissioner Ridl to serve on the canvasing board, which will meet on Monday, March 24th (Time TBD).

Thank You,

Dustin Dassinger

City Administrator

Monthly Financial Report

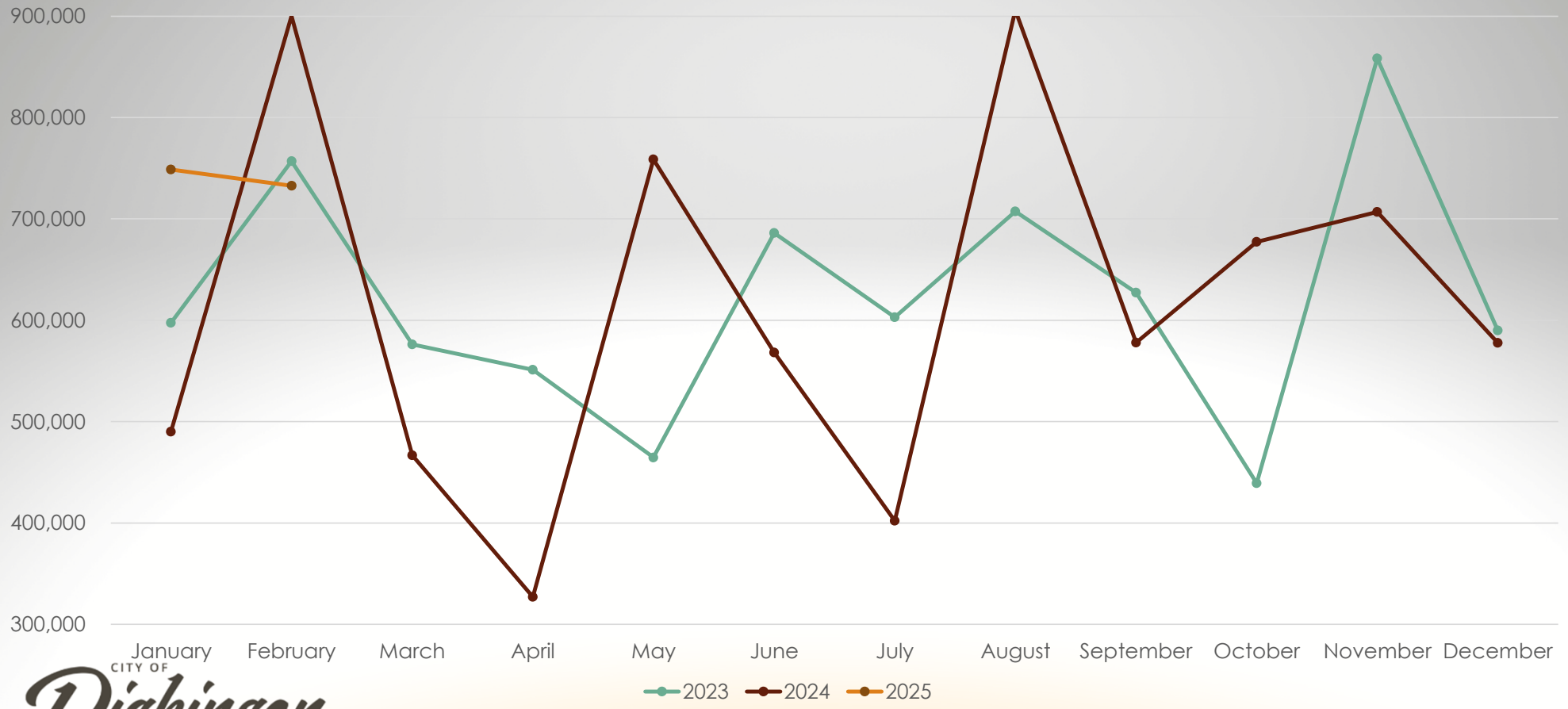
Presented by: Deputy City Administrator Carlson

CITY OF Dickinson North Dakota

General Fund
Statement of Fund Activity

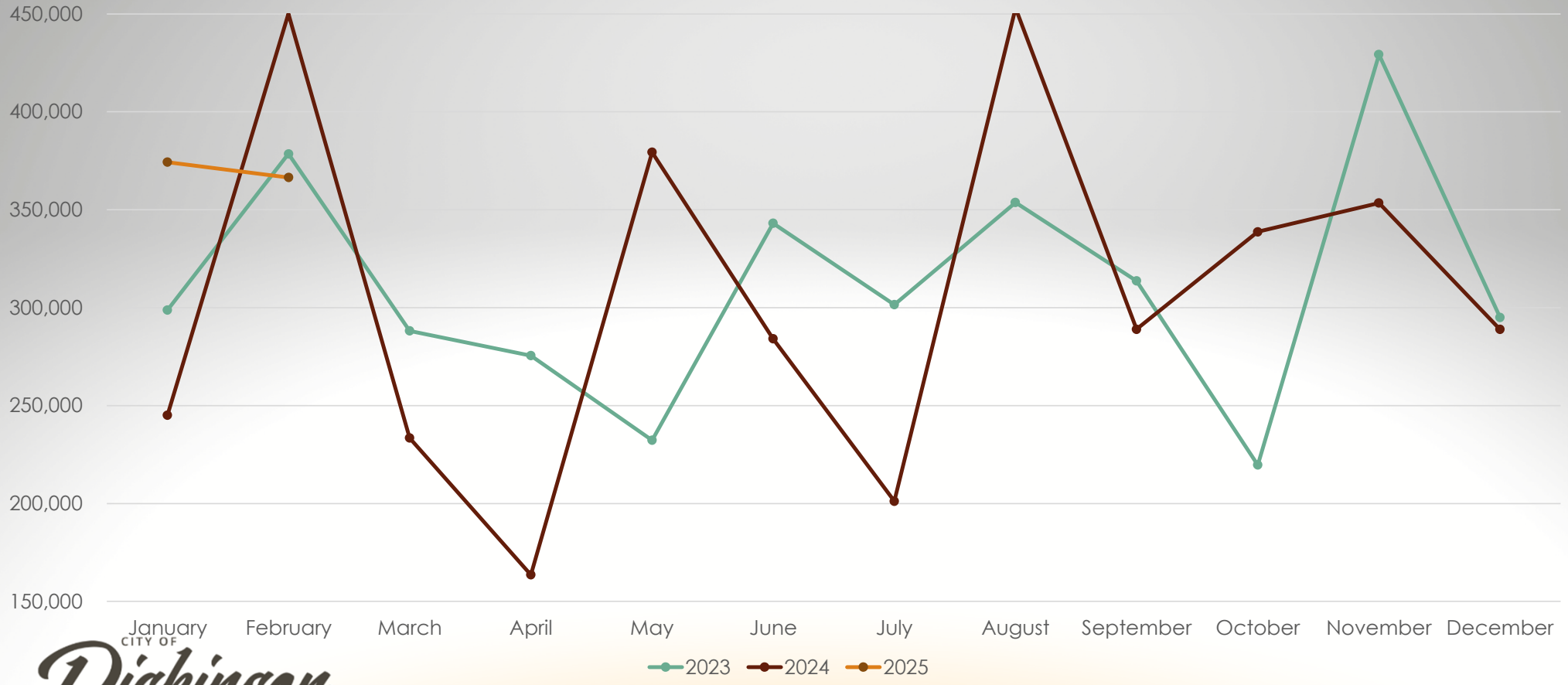
FUNDS	Fund Balance 1/1/2025	Revenues And Other Sources	-Transfer- In	-Transfer- Out	Expenditures And Other Uses	Fund Balance 1/31/2025
General Fund:	$ 7,567,133	$ 2,733,650	$ -	$ 1,128,747	$ 3,523,237	$ 5,648,798

1% Sales Tax Monthly Breakdown



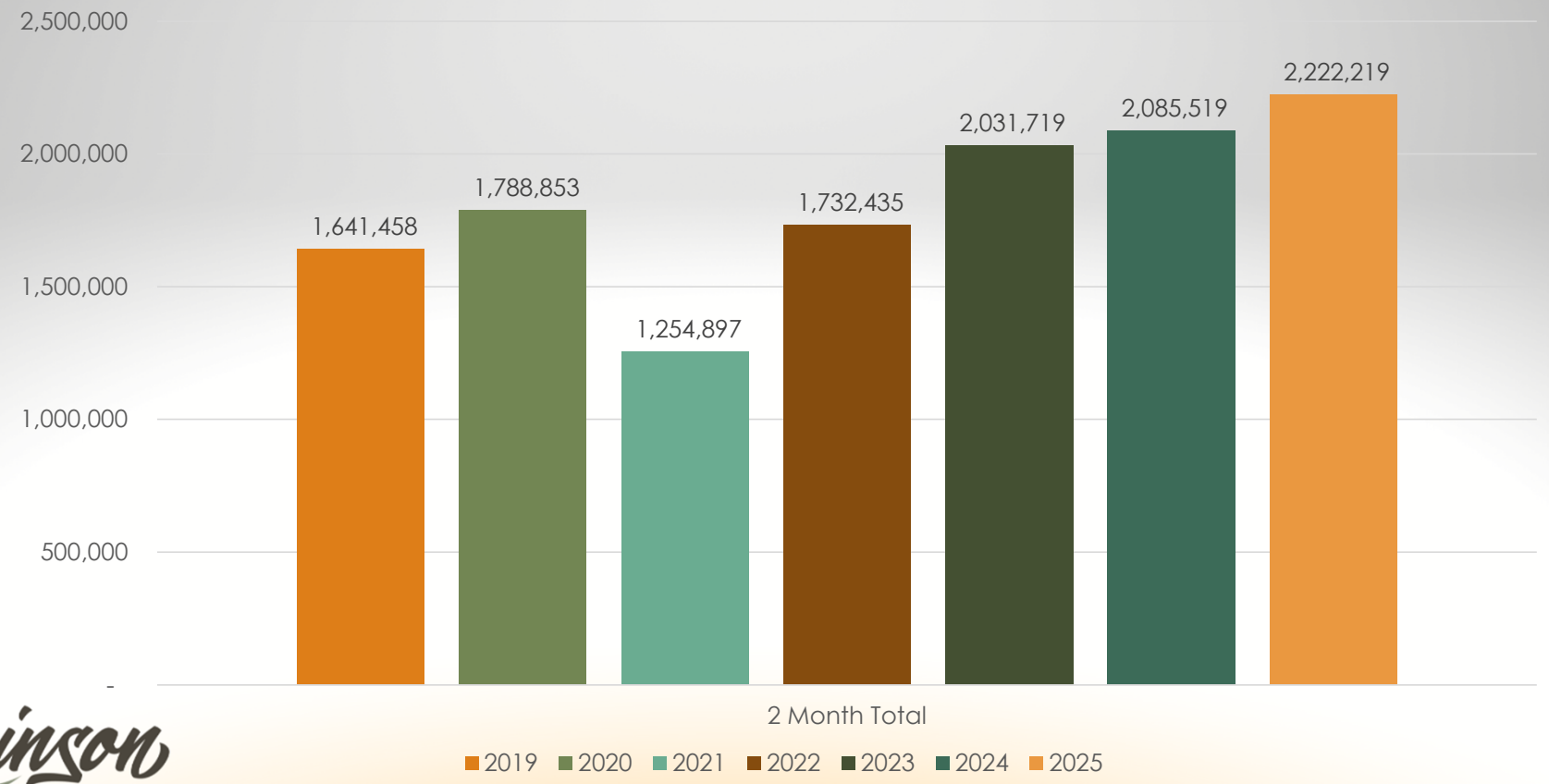
CITY OF Dickinson North Dakota

½% Sales Tax Monthly Breakdown



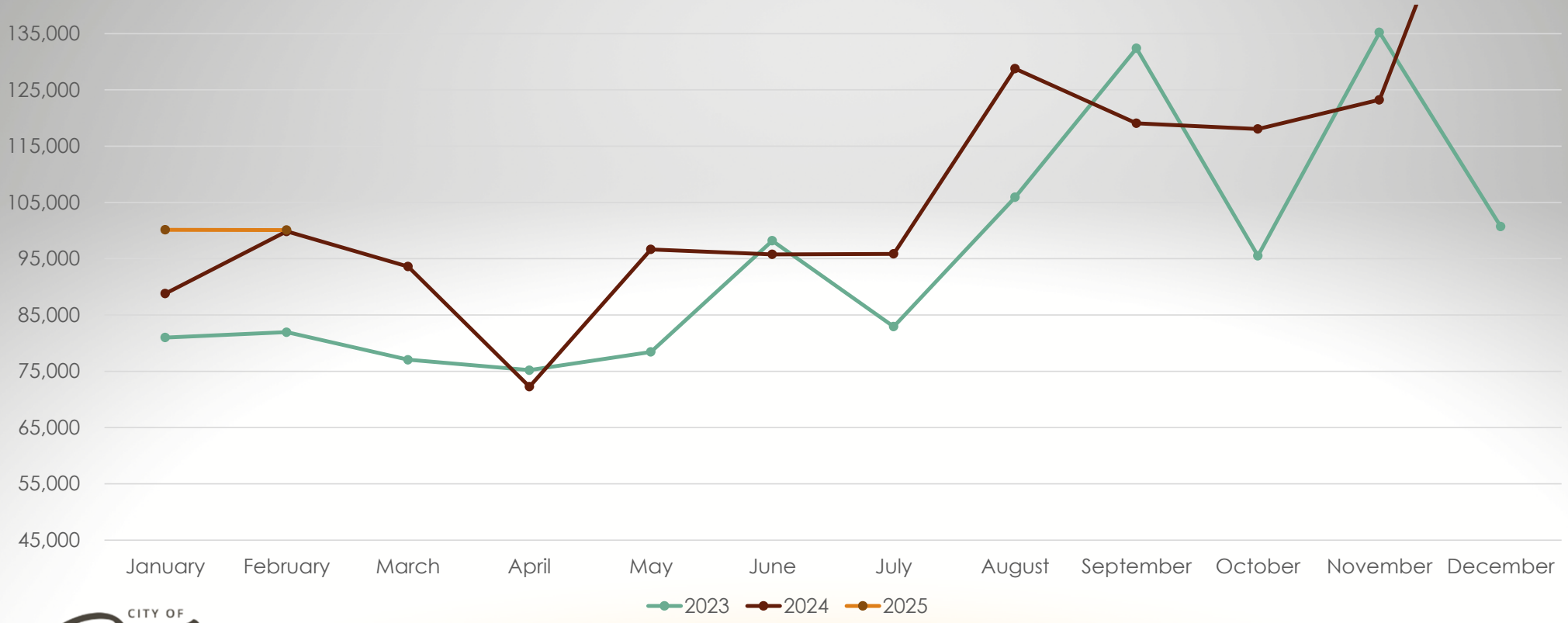
CITY OF Dickinson North Dakota

Sales Tax Comparison



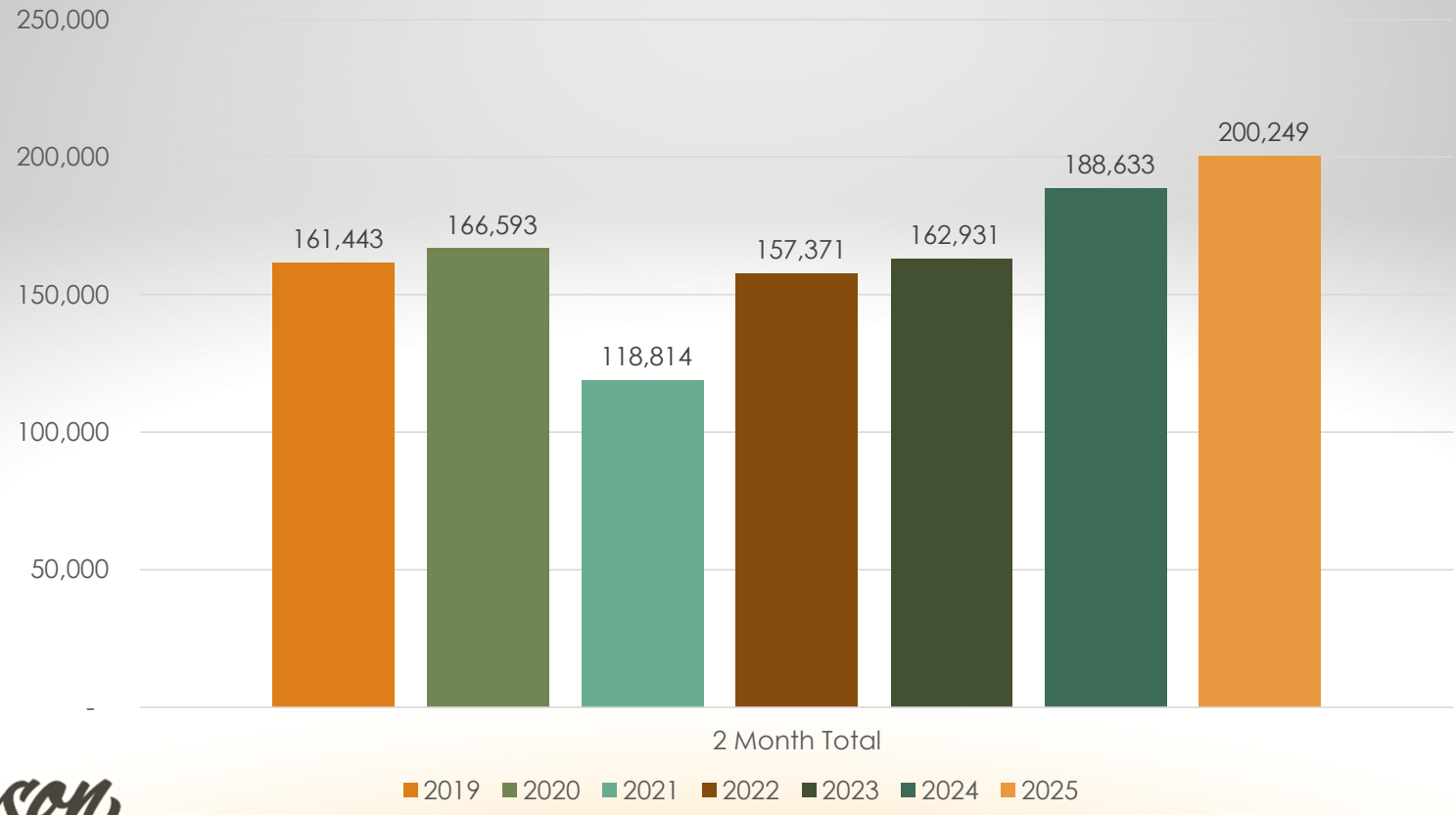
CITY OF Dickinson North Dakota

Hospitality Tax Monthly Breakdown



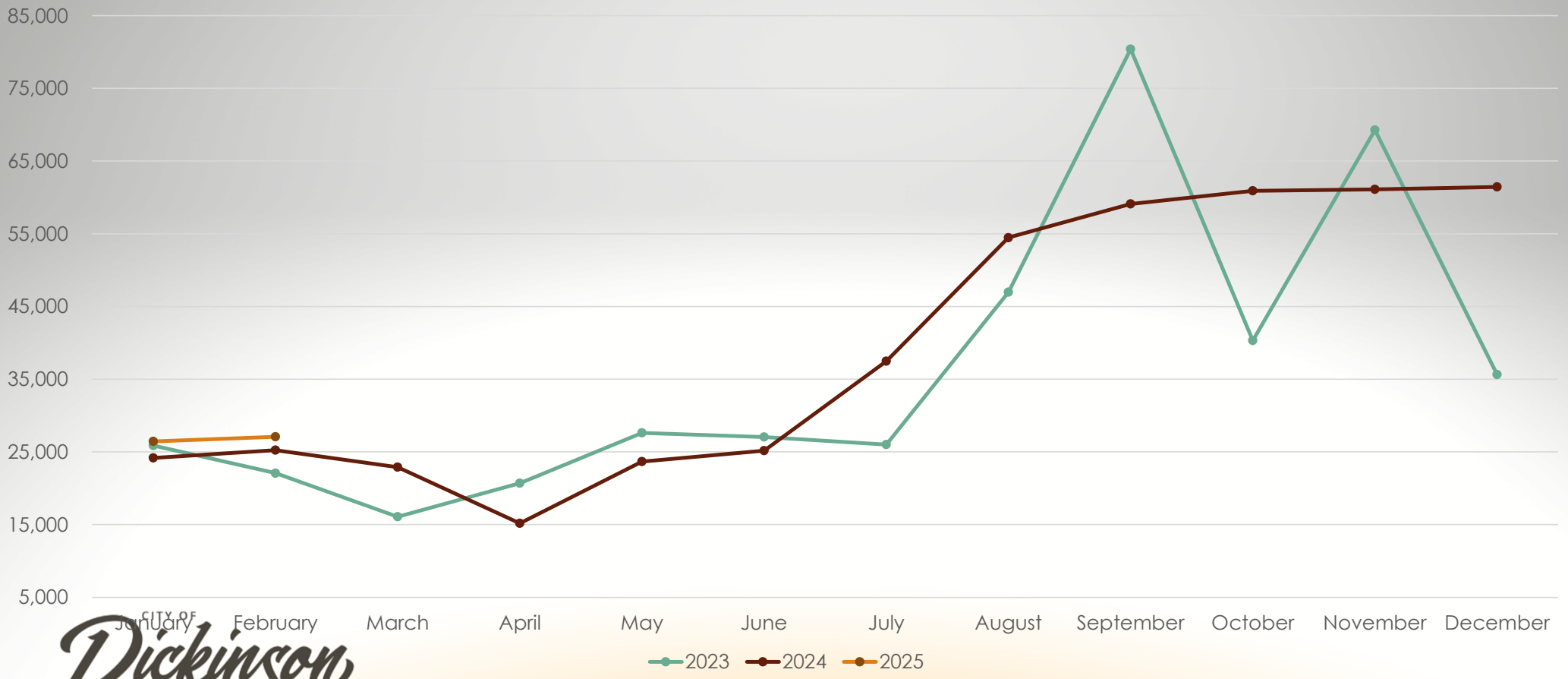
CITY OF Dickinson North Dakota

Hospitality Tax Comparison



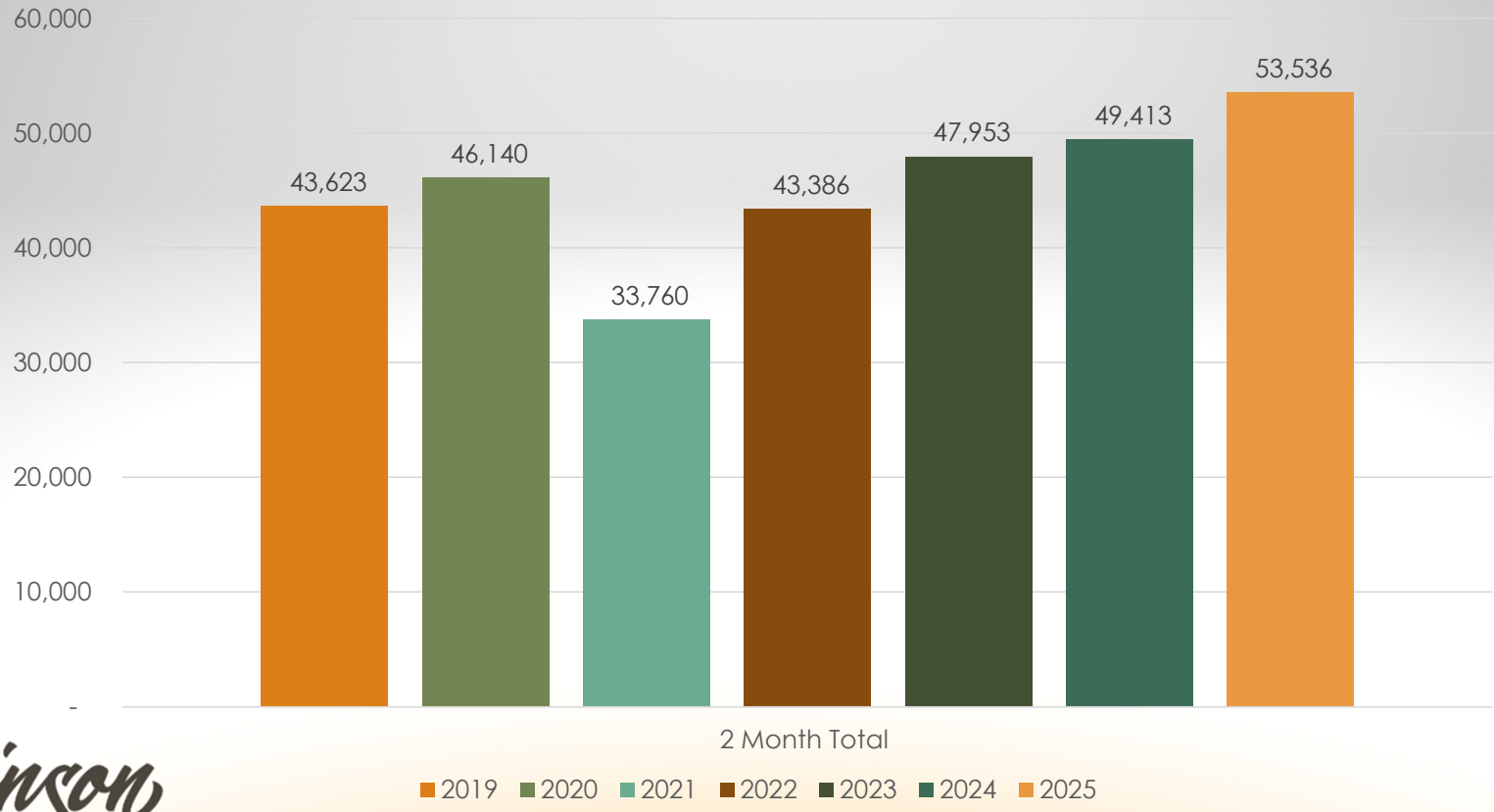
CITY OF Dickinson North Dakota

Occupancy Tax Monthly Breakdown



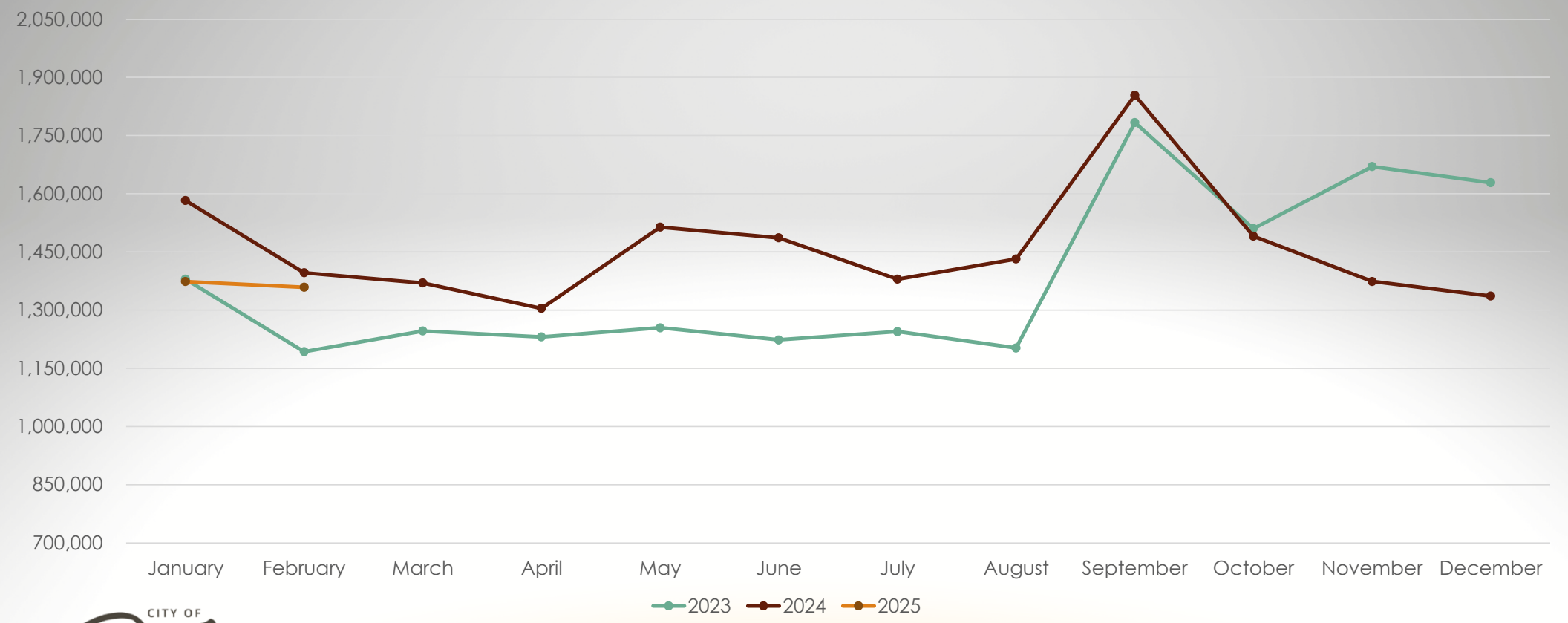
CITY OF Dickinson North Dakota

Occupancy Tax Comparison



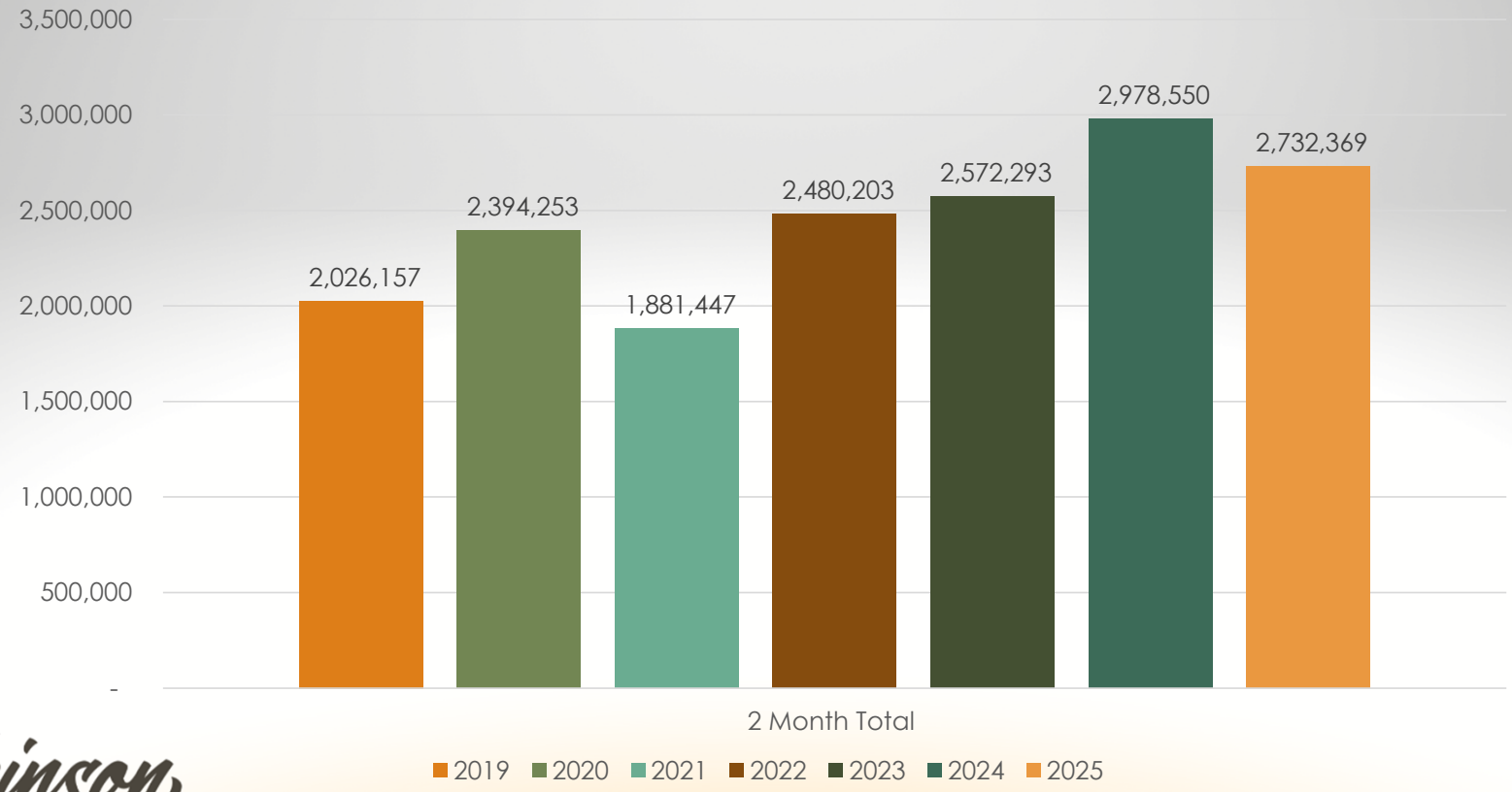
CITY OF Dickinson North Dakota

Oil Impact Revenue Monthly Breakdown



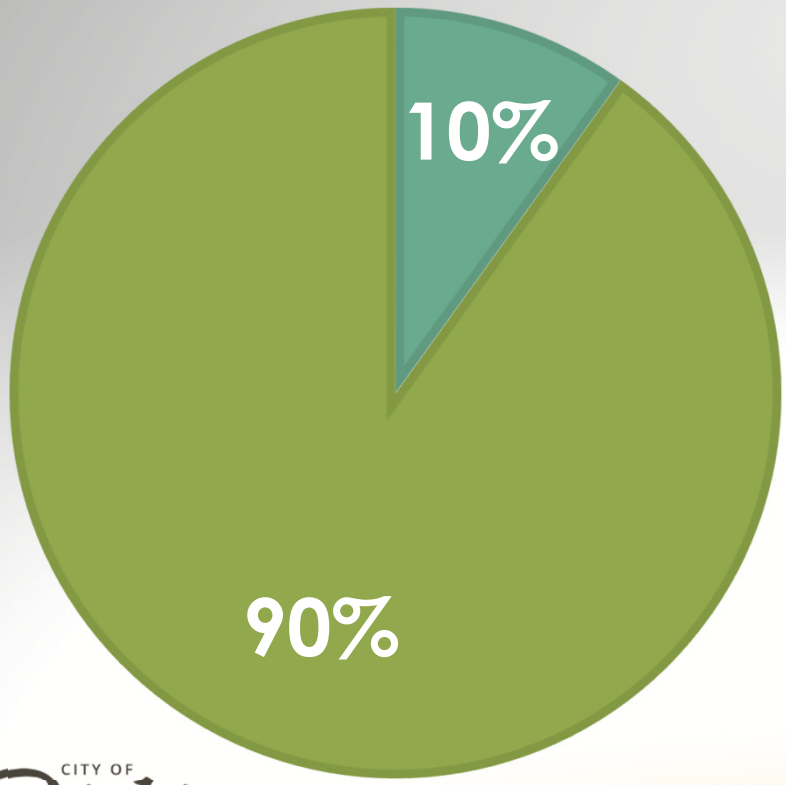
CITY OF Dickinson North Dakota

Oil Impact Comparison

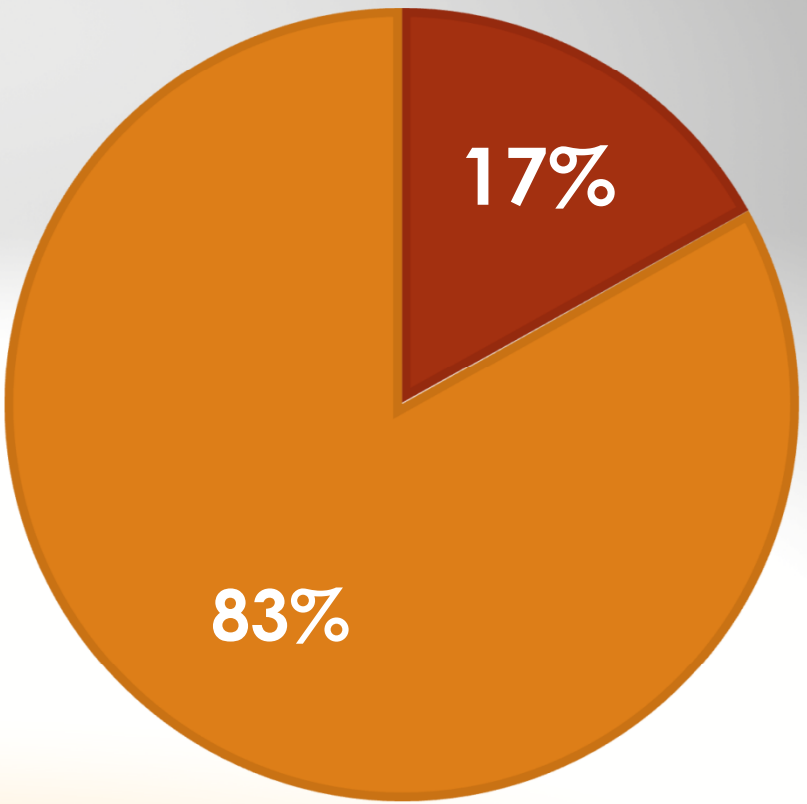


CITY OF Dickinson North Dakota

GENERAL FUND REVENUE

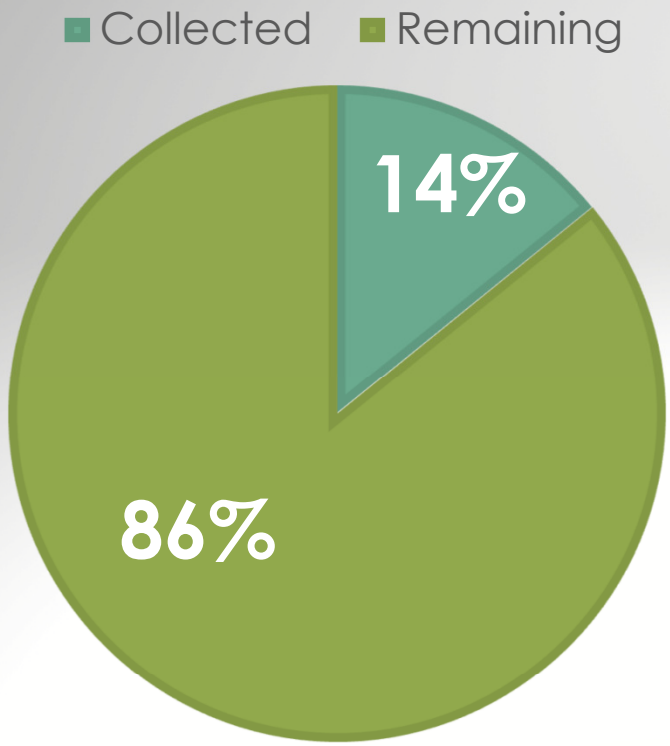


GENERAL FUND EXPENSES

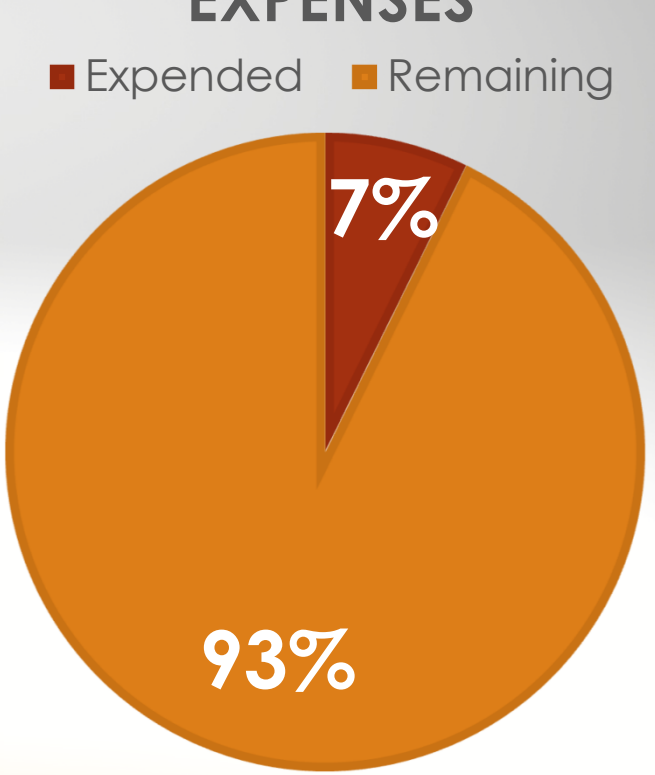


CITY OF Dickinson North Dakota

UTILITY REVENUE



ENTERPRISE FUND EXPENSES



CITY OF Dickinson North Dakota

Financial Report

For the Period Ending

February 28th, 2025

From: *Samantha Buzalsky, Finance Specialist*

Budget Summary ……..1

Statement of Fund Activity……..2

State Tax/Intergovernmental Revenue by Month……..3

Aged Report Summary ……..7

Utility Revenue Summary……8

Note: State Tax Revenue numbers are based on when they were received from the ND State Treasurer's Office

2025 Budget Recap
2/28/2025

	2025 Budget	2025 Actual	Variance	% Expended
General Fund	$ 27,556,349	$ 4,652,157	$ 22,904,192	16.88%
Special Revenue Funds				
1% Sales Tax	$ 8,895,770	$ 349,142	$ 8,546,628	3.92%
1/2% Sales Tax	$ 3,350,000	$ 212,500	$ 3,137,500	6.34%
Legacy Square Fund	$ 474,390	$ 12,530	$ 461,860	2.64%
Cemetery Fund	$ 90,500	$ 1,157	$ 89,343	1.28%
Future Fund	$ 280,000	$ 4,454	$ 275,546	1.59%
Oil Impact Fund	$ 28,000,000	$ 460,913	$ 27,539,087	1.65%
Hospitality Tax	$ 1,084,000	$ 69,000	$ 1,015,000	6.37%
Highway Tax	$ 1,486,000	$ -	$ 1,486,000	0.00%
Urban Forestry/Downtown Streetscape	$ 50,000	$ -	$ 50,000	0.00%
Ambulance	$ 3,383,633	$ 341,574	$ 3,042,059	10.09%
Library	$ 1,378,145	$ 172,768	$ 1,205,377	12.54%
Interest Revenue Fund	$ 3,235,000	$ 200,000	$ 3,035,000	6.18%
Debt Service Funds				
WRCC Revenue Bond	$ 2,080,600	$ -	$ 2,080,600	0.00%
General Capital Lease Fund	$ 485,000	$ 98,558	$ 386,442	20.32%
Enterprise/Proprietary Funds				
Water	$ 8,341,758	$ 838,597	$ 7,503,161	10.05%
Sewer	$ 9,713,700	$ 229,834	$ 9,483,866	2.37%
Solid Waste	$ 5,329,631	$ 557,214	$ 4,772,417	10.46%
Storm Water	$ 227,315	$ 10,290	$ 217,025	4.53%
Wastewater Plant	$ 1,189,545	$ 169,602	$ 1,019,943	14.26%
Fleet (Internal Service)	$ 915,958	$ 122,447	$ 793,511	13.37%
Totals	107,547,294	8,502,737	99,044,557	7.91%

City of Dickinson, North Dakota
Schedule of Fund Activity
As of February 28th , 2025

FUNDS	Fund Balance 1/1/2025	Revenues And Other Sources	-Transfer- In	-Transfer- Out	Expenditures And Other Uses	Fund Balance 1/31/2025
General Fund:	$ 7,567,133	$ 2,733,650	$ -	$ 1,128,747	$ 3,523,237	$ 5,648,798
Special Revenue Funds:						
1% City Sales Tax	$ 15,312,583	$ 732,809	$ -	$ -	$ 349,142	$ 15,696,250
1/2% City Sales Tax	$ 1,222,579	$ 366,405	$ -	$ -	$ 212,500	$ 1,376,484
Legacy Square Fund	$ 146,834	$ -	$ -	$ -	$ 12,530	$ 134,304
Cemetery	$ 205,937	$ 39,035	$ -	$ -	$ 1,157	$ 243,815
Youth Commission	$ 1,097	$ -	$ -	$ -	$ -	$ 1,097
Future Fund	$ 6,585,350	$ 147,301	$ -	$ -	$ 4,454	$ 6,728,196
Oil & Gas Production	$ 19,957,762	$ 1,389,459	$ -	$ -	$ 460,913	$ 20,886,307
Hospitality Tax	$ 1,345,952	$ 100,097	$ -	$ -	$ 69,000	$ 1,377,049
Highway Tax	$ 15,349	$ 102,390	$ -	$ -	$ -	$ 117,738
Downtown Streetscape	$ 56,228	$ -	$ -	$ -	$ -	$ 56,228
PD Special Revenue/Grant Fund	$ 390,164	$ 4,624	$ 200,000	$ -	$ 70,244	$ 524,545
Federal Grants - ARPA	$ 941,217	$ -	$ -	$ -	$ 155,000	$ 786,217
Fire Special Revenue	$ 597,854	$ 5,661	$ -	$ -	$ 48,337	$ 555,178
Ambulance Special Revenue	$ 2,095,505	$ 185,835	$ -	$ -	$ 341,574	$ 1,939,765
Museum Special Revenue	$ 16,096	$ 40	$ -	$ -	$ 2,076	$ 14,059
Library	$ (78,925)	$ 432,751	$ -	$ -	$ 172,768	$ 181,059
Total Special Revenue Funds	$ 48,811,582	$ 3,506,406	$ 200,000	$ -	$ 1,899,697	$ 50,618,291
Debt Service Funds:						
Community Center Revenue Bond	$ 2,488,578	$ -	$ -	$ -	$ -	$ 2,488,578
General Capital Leases	$ (47,829)	$ -	$ -	$ -	$ 98,558	$ (146,387)
Total Debt Service Funds	$ 2,440,749	$ -	$ -	$ -	$ 98,558	$ 2,342,191
Capital Projects Funds:						
Building Construction	$ 1,401	$ -	$ -	$ -	$ -	$ 1,401
Impact Fee Capital Projects	$ 357,996	$ 30,400	$ -	$ -	$ -	$ 388,397
Sidewalk Construction	$ 222,074	$ 14,438	$ -	$ -	$ -	$ 236,512
Trails Construction	$ 1,585,292	$ -	$ -	$ -	$ 2,302	$ 1,582,990
Annual Street Projects	$ 3,845,904	$ 238,990	$ -	$ -	$ 59,336	$ 4,025,557
Total Capital Projects	$ 6,012,667	$ 283,828	$ -	$ -	$ 61,638	$ 6,234,857
Internal Service Fund:						
Fleet	$ 256,647	$ 28,064	$ -	$ -	$ 122,447	$ 162,264
Enterprise Funds:						
Water Distribution	$ 33,574,898	$ 832,139	$ -	$ -	$ 838,597	$ 33,568,440
Wastewater	$ 3,970,217	$ 650,564	$ -	$ -	$ 229,834	$ 4,390,946
Solid Waste Utility	$ 3,405,980	$ 869,261	$ -	$ 99,457	$ 457,757	$ 3,718,026
Storm Water	$ 2,065,020	$ 48,923	$ -	$ -	$ 10,401	$ 2,103,541
Wastewater Treatment Plant	$ 38,074,252	$ 36,234	$ -	$ -	$ 169,602	$ 37,940,885
Total Enterprise Funds	$ 81,090,367	$ 2,437,120	$ -	$ 99,457	$ 1,706,191	$ 81,721,839
Trust and Agency Funds:						
Pension Trust:						
City Pension	$ 7,467,253	$ 379,566	$ 682,891	$ -	$ 688,647	$ 7,841,063
Police Pension	$ 7,641,506	$ 179,589	$ 524,064	$ -	$ 142,056	$ 8,203,104
Volunteer Fire Dept.	$ 425,160	$ 10,912	$ 21,249	$ -	$ 3,184	$ 454,137
OPEB	$ 695,471	$ 4,698	$ -	$ -	$ 4,286	$ 695,882
Total Pension Trust Funds	$ 16,229,390	$ 574,765	$ 1,228,204	$ -	$ 838,173	$ 17,194,186
Agency:						
NSF Checks-Recovery	$ (1,085)	$ -	$ -	$ -	$ -	$ (1,085)
Suspense	$ (10,993)	$ -	$ -	$ -	$ 428,948	$ (439,941)
General Transit	$ 84,441	$ 349,628	$ -	$ -	$ 298,167	$ 135,902
Interest Revenue	$ 2,561,062	$ 630,659	$ -	$ 200,000	$ -	$ 2,991,721
Occupancy Tax	$ 81	$ 53,268	$ -	$ -	$ 26,329	$ 27,020
Emergency Shelter Grant	$ -	$ 45,434	$ -		$ 45,434	$ -
SWNTF Transit	$ (1,549)	$ 8,185	$ -	$ -	$ 4,046	$ 2,590
Total Agency Funds	$ 2,631,958	$ 1,087,174	$ -	$ 200,000	$ 802,924	$ 2,716,208
Total Trust and Agency Funds	$ 18,861,348	$ 1,661,939	$ 1,228,204	$ 200,000	$ 1,641,097	$ 19,910,394
Total All Funds	$ 165,040,492	$ 10,651,006	$ 1,428,204	$ 1,428,204	$ 9,052,865	$ 166,638,633

City of Dickinson

2/28/2025

Intergovernmental Revenues

	State Aid Distribution		Highway Distribution Tax		Other Misc. Revenue Intergovernmental	
	2024	2025	2024	2025	2024	2025
January	173,974	235,055	120,921	136,267	-	-
February	262,961	237,726	108,532	102,390	-	-
March	181,844		93,317		-	-
April	127,143		94,096		-	-
May	245,132		97,576		-	-
June	205,687		93,719		19,030	-
July	164,498		116,419		-	-
August	266,684		88,616		-	-
September	213,864		95,845		-	-
October	224,734		110,575		-	-
November	243,573		105,424		-	-
December	193,019		133,713		22,058	-
Total	**2,503,113**	**472,781**	**1,258,752**	**238,657**	**41,088**	**-**

1% Sales Tax

2/28/2025	2019	2020	2021	2022	2023	2024	2025	Increase (Decrease) over prior year
January	503,405	576,989	443,415	479,035	597,446	490,171	748,670	258,499
February	590,900	615,580	393,184	675,922	757,033	900,175	732,809	(167,366)
March	417,702	345,175	449,633	433,558	576,217	466,764		(466,764)
April	394,368	505,251	485,343	419,590	551,078	327,069		(327,069)
May	543,423	505,989	514,562	428,195	464,675	758,666		(758,666)
June	487,623	324,748	353,963	583,886	686,093	568,198		(568,198)
July	425,959	584,979	607,274	581,266	602,935	402,293		(402,293)
August	765,145	527,075	568,420	569,164	707,353	905,929		(905,929)
September	517,822	494,819	523,865	751,171	627,308	577,910		(577,910)
October	568,820	490,122	512,572	677,176	439,305	677,393		(677,393)
November	600,086	472,033	447,706	553,059	858,479	706,865		(706,865)
December	438,099	491,566	634,101	597,838	589,994	577,793		(577,793)
Totals	**6,253,353**	**5,934,326**	**5,934,039**	**6,749,860**	**7,457,917**	**7,359,227**	**1,481,479**	**(5,877,748)**

1/2% Sales Tax

	2019	2020	2021	2022	2023	2024	2025	Increase (Decrease) over prior year
January	251,703	288,495	221,707	239,517	298,723	245,085	374,335	129,250
February	295,450	307,790	196,592	337,961	378,517	450,088	366,405	(83,683)
March	208,851	172,588	224,817	216,779	288,109	233,382		(233,382)
April	197,184	252,626	242,671	209,795	275,539	163,534		(163,534)
May	271,711	252,994	257,281	214,097	232,338	379,333		(379,333)
June	243,812	162,374	176,981	291,943	343,047	284,099		(284,099)
July	212,980	292,490	303,637	290,633	301,468	201,147		(201,147)
August	382,573	263,538	284,210	284,582	353,676	452,964		(452,964)
September	258,911	247,409	261,933	375,585	313,654	288,955		(288,955)
October	284,410	245,061	256,286	338,588	219,652	338,696		(338,696)
November	300,043	236,016	223,853	276,530	429,239	353,433		(353,433)
December	219,050	245,783	317,051	298,919	294,997	288,897		(288,897)
Totals	**3,126,677**	**2,967,163**	**2,967,019**	**3,374,930**	**3,728,959**	**3,679,613**	**740,740**	**(2,938,873)**

Total 1.5% Sales Tax

	2019	2020	2021	2022	2023	2024	2025	Increase (Decrease) over prior year
January	755,108	865,484	665,122	718,552	896,169	735,256	1,123,005	387,749
February	886,350	923,369	589,775	1,013,883	1,135,550	1,350,263	1,099,214	(251,049)
March	626,552	517,763	674,450	650,337	864,326	700,146		(700,146)
April	591,552	757,877	728,014	629,384	826,618	490,603		(490,603)
May	815,134	758,983	771,843	642,292	697,013	1,138,000		(1,138,000)
June	731,435	487,122	530,944	875,829	1,029,140	852,297		(852,297)
July	638,939	877,469	910,911	871,899	904,403	603,440		(603,440)
August	1,147,718	790,613	852,630	853,747	1,061,029	1,358,893		(1,358,893)
September	776,733	742,228	785,798	1,126,756	940,962	866,865		(866,865)
October	853,230	735,183	768,859	1,015,764	658,957	1,016,089		(1,016,089)
November	900,130	708,049	671,559	829,589	1,287,718	1,060,298		(1,060,298)
December	657,149	737,349	951,152	896,757	884,991	866,690		(866,690)
Totals	**9,380,030**	**8,901,489**	**8,901,058**	**10,124,790**	**11,186,876**	**11,038,840**	**2,222,219**	**(8,816,622)**

Oil Impact Fund Revenue

2/28/2025	2019	2020	2021	2022	2023	2024	2025	Increase (Decrease) over prior year
January	1,088,021	1,173,219	906,718	1,299,165	1,379,453	1,582,335	1,373,620	(208,715)
February	938,136	1,221,034	974,729	1,181,038	1,192,840	1,396,215	1,358,749	(37,466)
March	1,061,228	1,143,847	999,254	1,314,748	1,246,296	1,369,677		(1,369,677)
April	1,047,392	1,016,645	991,918	1,290,101	1,230,965	1,304,302		(1,304,302)
May	1,120,384	792,116	1,086,395	1,582,042	1,254,441	1,513,616		(1,513,616)
June	1,212,734	622,710	1,071,391	1,321,182	1,223,107	1,486,384		(1,486,384)
July	1,182,092	623,428	1,106,206	1,423,884	1,244,544	1,379,645		(1,379,645)
August	1,112,773	739,585	1,119,185	1,648,644	1,202,366	1,431,833		(1,431,833)
September	1,559,227	1,219,797	1,590,051	1,932,473	1,783,432	1,853,803		(1,853,803)
October	1,191,095	907,805	1,174,502	1,498,774	1,509,862	1,490,675		(1,490,675)
November	1,152,480	896,826	1,205,340	1,407,431	1,669,712	1,373,758		(1,373,758)
December	1,168,313	890,316	1,291,108	1,403,773	1,628,239	1,336,125		(1,336,125)
Totals	**13,833,874**	**11,247,328**	**13,516,796**	**17,303,256**	**16,565,258**	**17,518,368**	**2,732,369**	**(14,785,998)**

Hospitality Tax

2/28/2025	2019	2020	2021	2022	2023	2024	2025	Increase (Decrease) over prior year
January	81,122	82,427	69,011	69,822	80,993	88,784	100,152	11,368
February	80,320	84,166	49,803	87,549	81,937	99,849	100,097	248
March	71,329	63,859	60,667	67,154	77,037	93,600		(93,600)
April	59,212	78,972	70,912	67,428	75,191	72,256		(72,256)
May	92,634	63,745	72,352	52,278	78,429	96,639		(96,639)
June	76,960	41,043	52,463	93,769	98,201	95,785		(95,785)
July	70,675	82,172	96,721	84,616	82,918	95,858		(95,858)
August	104,979	88,496	86,150	83,828	105,902	128,769		(128,769)
September	91,084	77,004	110,621	116,475	132,380	119,075		(119,075)
October	106,436	92,454	91,040	110,248	95,499	118,060		(118,060)
November	99,662	76,605	72,803	68,209	135,220	123,234		(123,234)
December	72,367	82,554	92,104	90,254	100,718	178,963		(178,963)
Totals	**1,006,781**	**913,497**	**924,646**	**991,630**	**1,144,425**	**1,310,871**	**200,249**	**(1,110,622)**

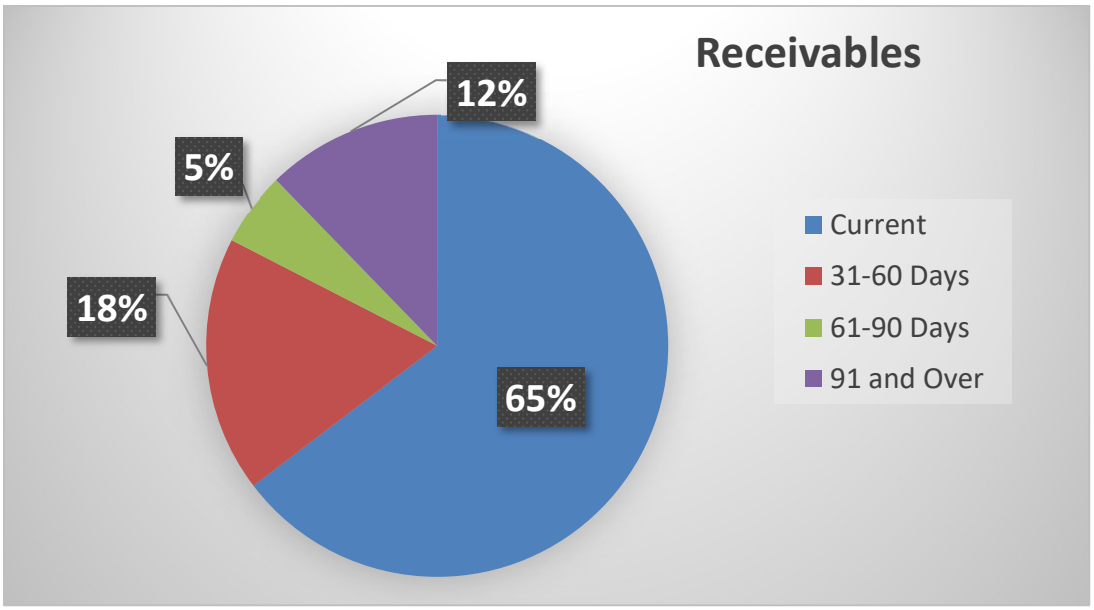
Occupancy Tax

	2019	2020	2021	2022	2023	2024	2025	Increase (Decrease) over prior year
January	23,827	23,209	19,645	22,427	25,873	24,170	26,461	2,291
February	19,796	22,931	14,115	20,959	22,081	25,243	27,075	1,832
March	20,971	11,847	9,806	14,433	16,097	22,895		(22,895)
April	24,396	22,041	14,038	18,074	20,706	15,177		(15,177)
May	23,073	19,237	16,205	17,314	27,617	23,675		(23,675)
June	25,315	12,864	12,547	21,977	27,036	25,171		(25,171)
July	37,101	12,496	26,474	26,169	26,015	37,477		(37,477)
August	37,844	27,268	50,105	44,182	46,969	54,476		(54,476)
September	44,207	28,500	43,337	49,032	80,411	59,112		(59,112)
October	63,262	33,627	37,659	61,186	40,325	60,919		(60,919)
November	47,438	29,306	52,810	41,071	69,271	61,116		(61,116)
December	24,498	22,353	27,311	31,290	35,647	61,436		(61,436)
Totals	**391,727**	**265,679**	**324,053**	**368,116**	**438,047**	**470,867**	**53,536**	**(417,331)**

Aged Trial Balance Summary 2/28/2025

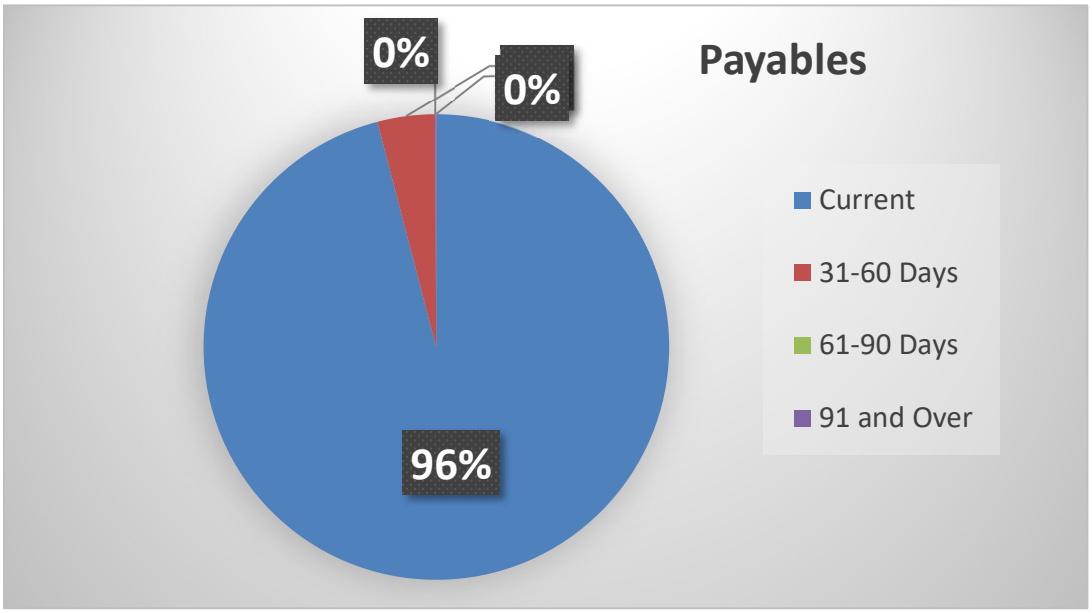
Accounts Receivable Aged Report Summary

Current	31-60 Days	61-90 Days	91 and Over	Total
$252,746	$70,058	$20,202	$47,999	$391,005



Accounts Payable Aged Report Summary

Current	31-60 Days	61-90 Days	91 and Over	Total
$1,447,010	$60,399	$0	$1,095	$1,508,504



Utility Revenue Summary
2/28/2025

	2021	2022	2023	2024	2025	Increase (Decrease) over prior year
Water						
Consumption	$ 6,082,613	$ 5,357,972	$ 5,346,827	$ 5,994,452	$ 613,211	$ (5,381,241)
Meter Charges	$ 1,146,953	$ 1,154,095	$ 1,142,569	$ 1,149,669	$ 194,793	$ (954,876)
Flat Rate Wells	$ 1,141	$ 1,080	$ 1,070	$ 1,055	$ 167	$ (888)
Labor Sales & Service	$ 360	$ 360	$ 510	$ 645	$ 254	$ (391)
Connection Fees	$ 172,079	$ 158,153	$ 187,700	$ 197,750	$ 2,550	$ (195,200)
Bad Debts Recovered	$ -	$ 9,078	$ 18,333	$ 14,570	$ 6,663	$ (7,907)
Water Vendor	$ -	$ 30,621	$ 23,386	$ 23,750	$ 1,207	$ (22,543)
Other Misc Reveue	$ -	$ 41,581	$ 26,855	$ 26,049	$ 13,294	$ (12,756)
Sewer						
Consumption	$ 1,433,404	$ 1,348,383	$ 1,329,525	$ 1,462,799	$ 235,913	$ (1,226,886)
Meter Charges	$ 1,534,287	$ 1,543,413	$ 1,527,970	$ 1,537,038	$ 261,764	$ (1,275,274)
Flat Rate Wells	$ 5,400	$ 5,400	$ 5,352	$ 5,277	$ 834	$ (4,443)
Septage Receiving Station	$ -	$ 31,992	$ 64,116	$ 68,045	$ 11,088	$ (56,957)
Connection Fees	$ 91,550	$ 81,800	$ 236,750	$ 94,387	$ -	$ (94,387)
Other Misc Reveue	$ -	$ 836,442	$ 827,031	$ 889,464	$ 140,964	$ (748,500)
Solid Waste						
Utility Billing	$ 1,569,909	$ 1,576,222	$ 1,585,175	$ 1,916,324	$ 296,890	$ (1,619,434)
Commercial Landfill	$ 812,800	$ 1,007,974	$ 848,730	$ 922,888	$ 125,924	$ (796,964)
Gate Receipts	$ 448,321	$ 539,687	$ 684,955	$ 687,096	$ 61,215	$ (625,881)
UB Commercial Service	$ 1,462,181	$ 1,484,111	$ 1,646,760	$ 2,021,679	$ 307,870	$ (1,713,809)
Commercial Container Rent	$ 220,795	$ 177,291	$ 220,416	$ 217,578	$ 40,318	$ (177,260)
Recycle Income	$ -	$ 136,052	$ 71,322	$ 97,828	$ 9,235	$ (88,593)
Other Misc Reveue	$ -	$ 175,707	$ 175,758	$ 182,341	$ 27,808	$ (154,533)
General Fund						
Street Light Utility	$ 391,843	$ 394,167	$ 389,410	$ 391,558	$ 60,506	$ (331,052)
Storm Water						
Utility Billing	$ 316,190	$ 317,917	$ 314,553	$ 316,618	$ 48,923	$ (267,695)
Other Misc Reveue			$ 14,154	$ 9,998	$ -	$ (9,998)
Waste Water Treatment Plant						
Wastewater Reuse	$ 305,141	$ 257,474	$ 240,795	$ 467,436	$ 36,234	$ (431,202)
Total	**$ 15,994,966**	**$ 16,666,973**	**$ 16,930,023**	**$ 18,696,294**	**$ 2,497,626**	**$ (16,198,668)**

Note: A portion of January billing gets moved back to December of prior year based on audit requirements
2/3 of consumption and 1/3 of base charges billed on January 20th get moved back to prior year
2/3 of consumption, but none of the base charges billed on January 30th get moved back to prior year

NDPERS 457 Plan

Presented by: HR Director

CITY OF Dickinson North Dakota

What changed?

- 1/1/2025 NDPERS Main Defined Benefit Plan closed, new hires are now enrolled in the NDPERS DC2025 Plan
- New employees are required to contribute 4% to the Plan
- Employer is required to contribute 5.26% to the Plan for each employee
- Employee may elect to increase their retirement saving through one of the following methods:
  - Contribute up to an additional 3% into the DC Plan within the first 30 days of employment. The City will be required to match the additional contribution up to 3%.
  - The employee is not allowed to ever make changes to that contribution after 30 days of employment.
  - If the City chooses to offer the NDPERS 457 Plan, the employee can choose at any time to contribute up to an additional 3% (not limited to the first 30 days of employment) and the City must match the additional contribution up to 3%.

If we do not offer the NDPERS 457 Plan with up to 3% match after 30 days will that hinder our recruitment and retention efforts?

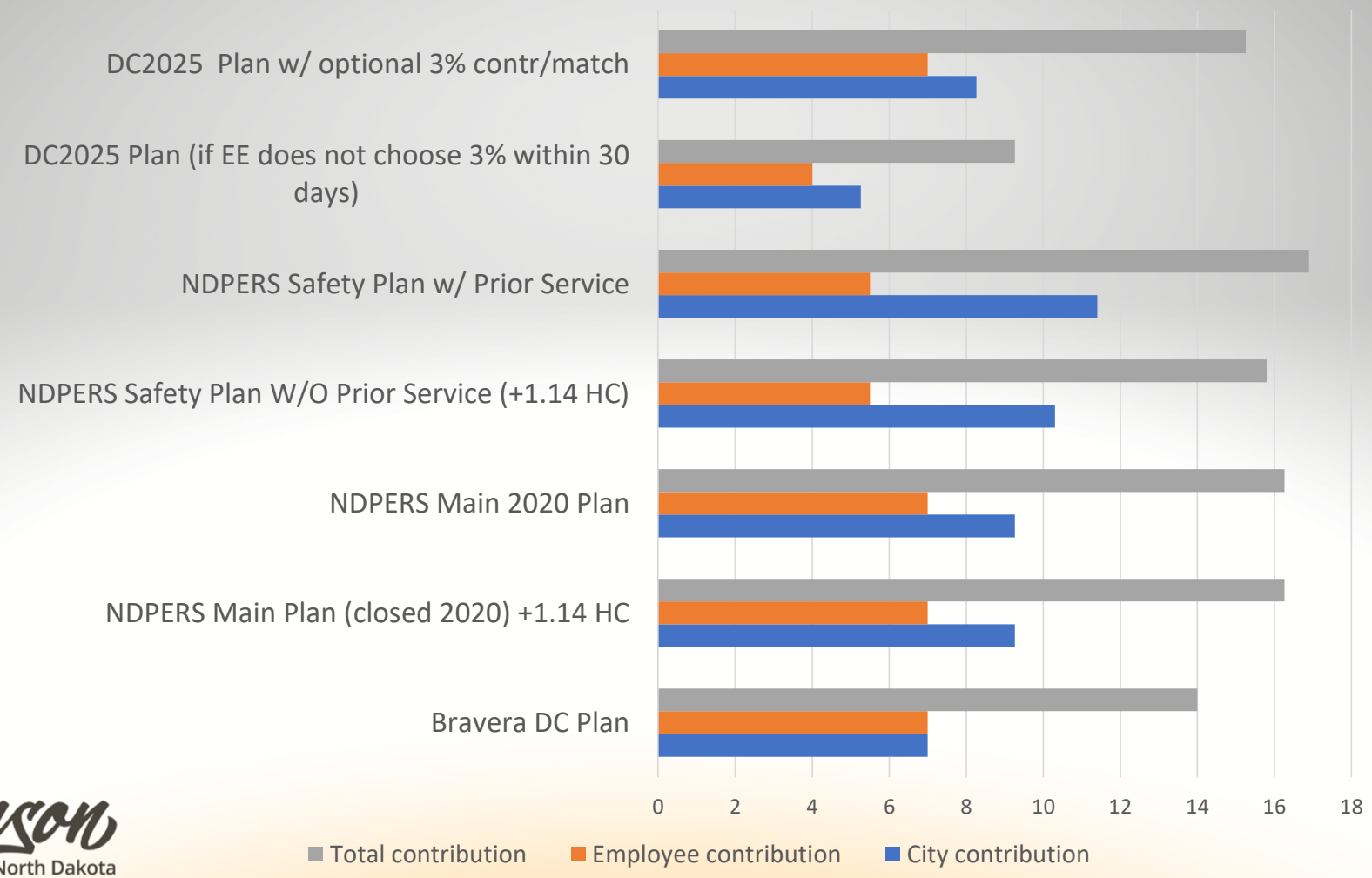
CITY OF Dickinson North Dakota

- If the City of Dickinson opts to participate in the NDPERS 457 plan, then all employees would have the option to contribute to this plan but only those participating in the DC2025 Plan (hired after 1/1/2025) could have the potential of up to 3% match from the City.

- Our current 457 Plan with Bravera will not allow a match to just those participating in the DC2025 Plan, it's all or none with a match.

- We can have both the NDPERS 457 plan and the current 457 plan through Bravera at the same time.

CITY OF Dickinson North Dakota


City of Dickinson Retirement Plans
DC2025 Plan w/ optional 3% contr/match
DC2025 Plan (if EE does not choose 3% within 30 days)
NDPERS Safety Plan w/ Prior Service
NDPERS Safety Plan W/O Prior Service (+1.14 HC)
NDPERS Main 2020 Plan
NDPERS Main Plan (closed 2020) +1.14 HC
Bravera DC Plan
0
2
4
6
8
10
12
14
16
18
Total contribution
Employee contribution
City contribution

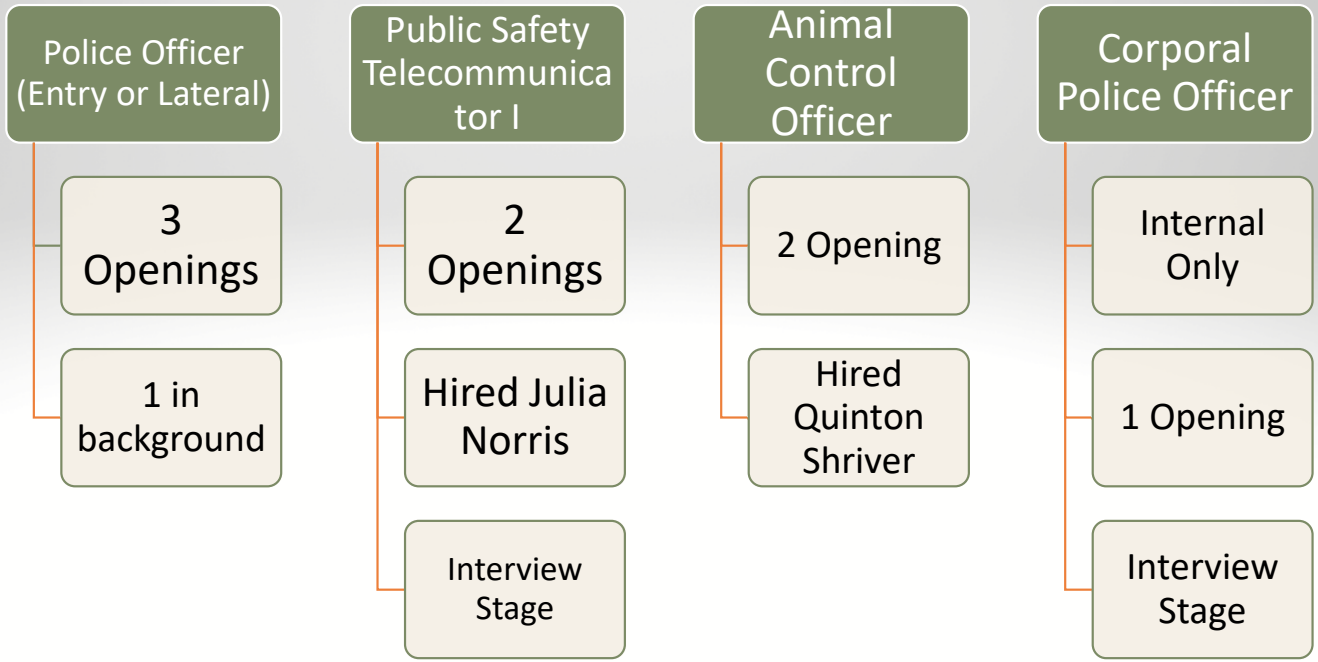
Human Resources

Hiring Journal

Presented by: HR Director

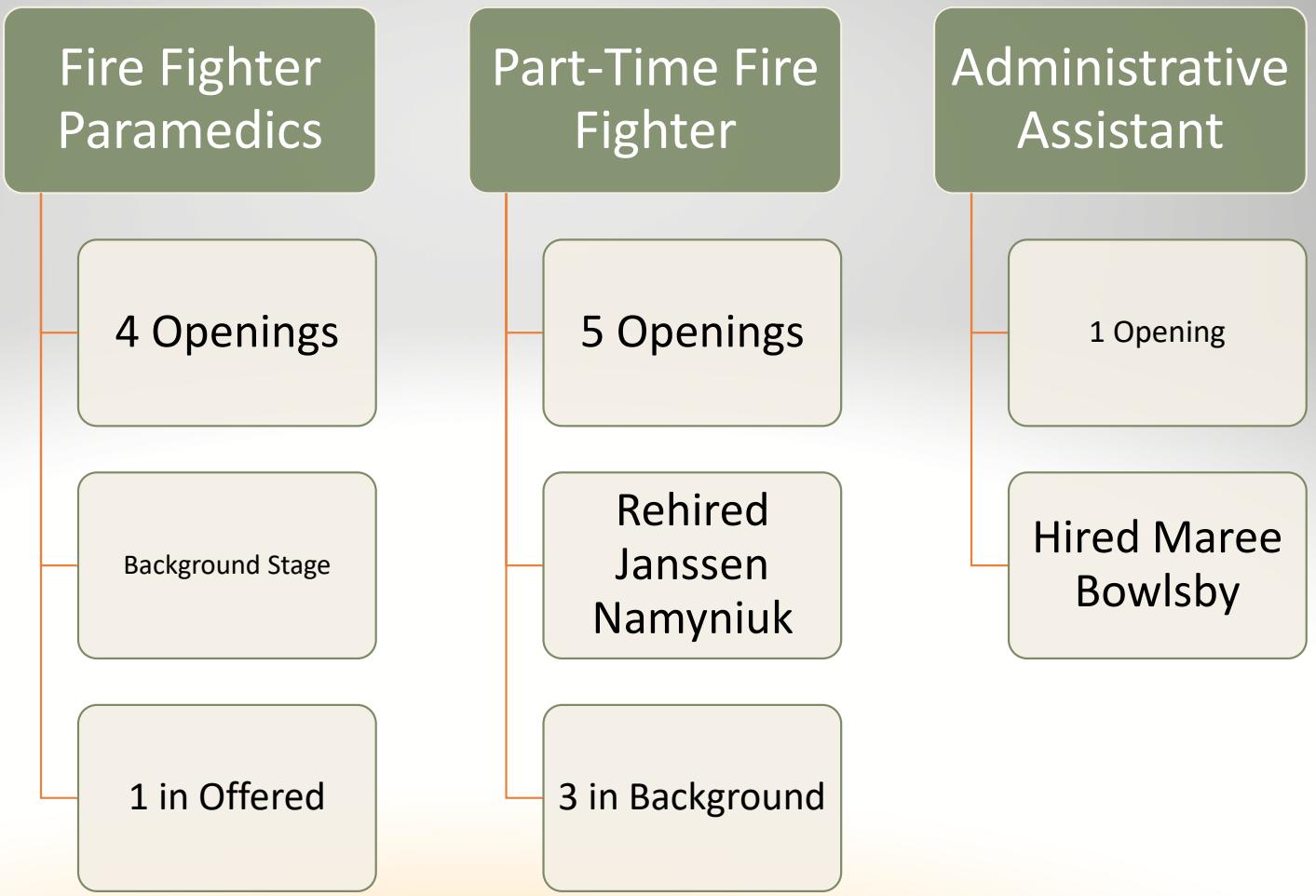
CITY OF Dickinson North Dakota

Police Department



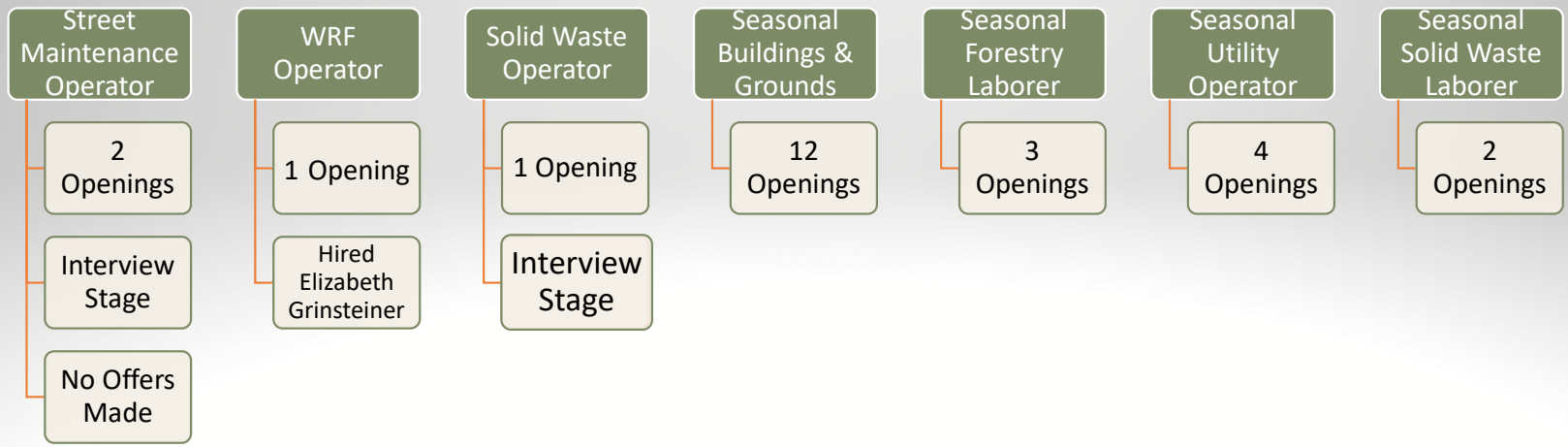
CITY OF Dickinson North Dakota

Fire Department



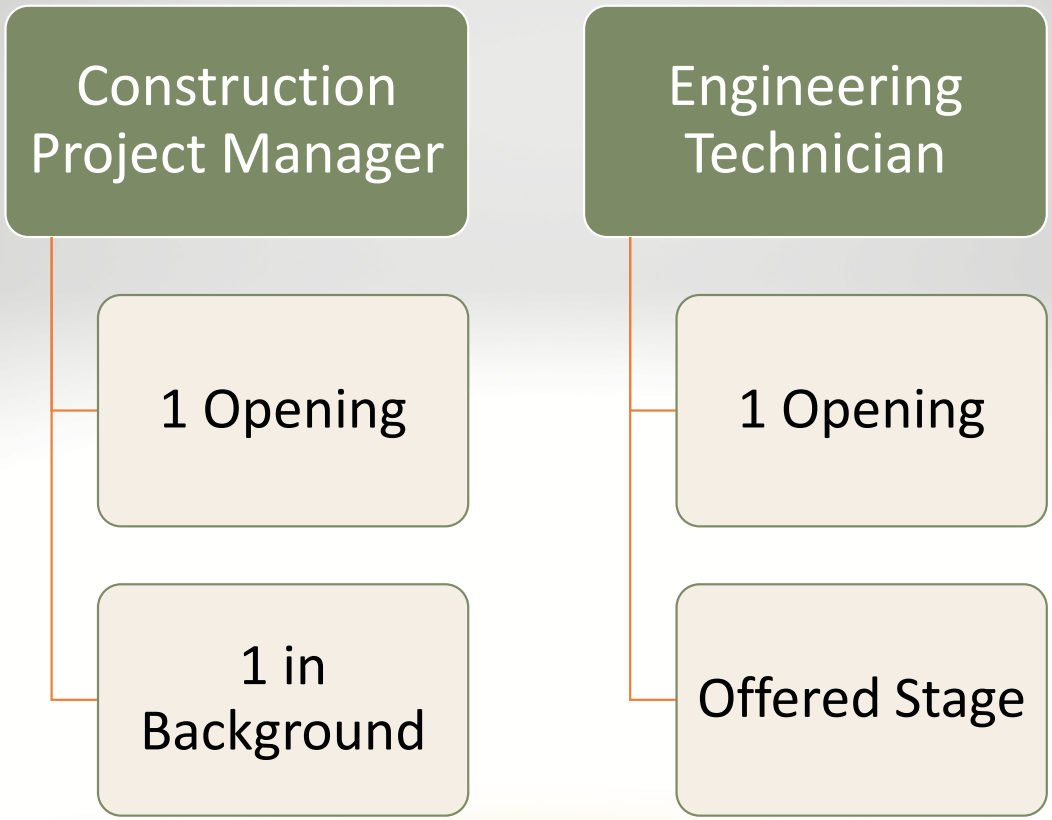
CITY OF Dickinson North Dakota

Public Works



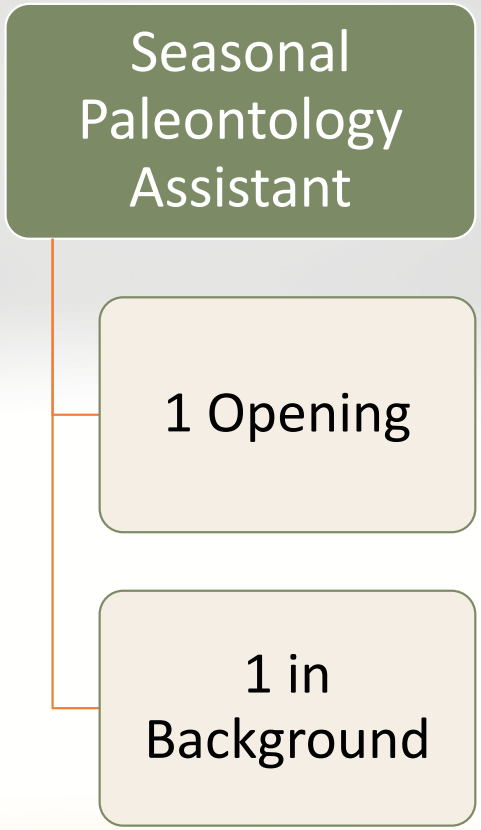
CITY OF Dickinson North Dakota

Community Development/ Engineering & Building and Codes

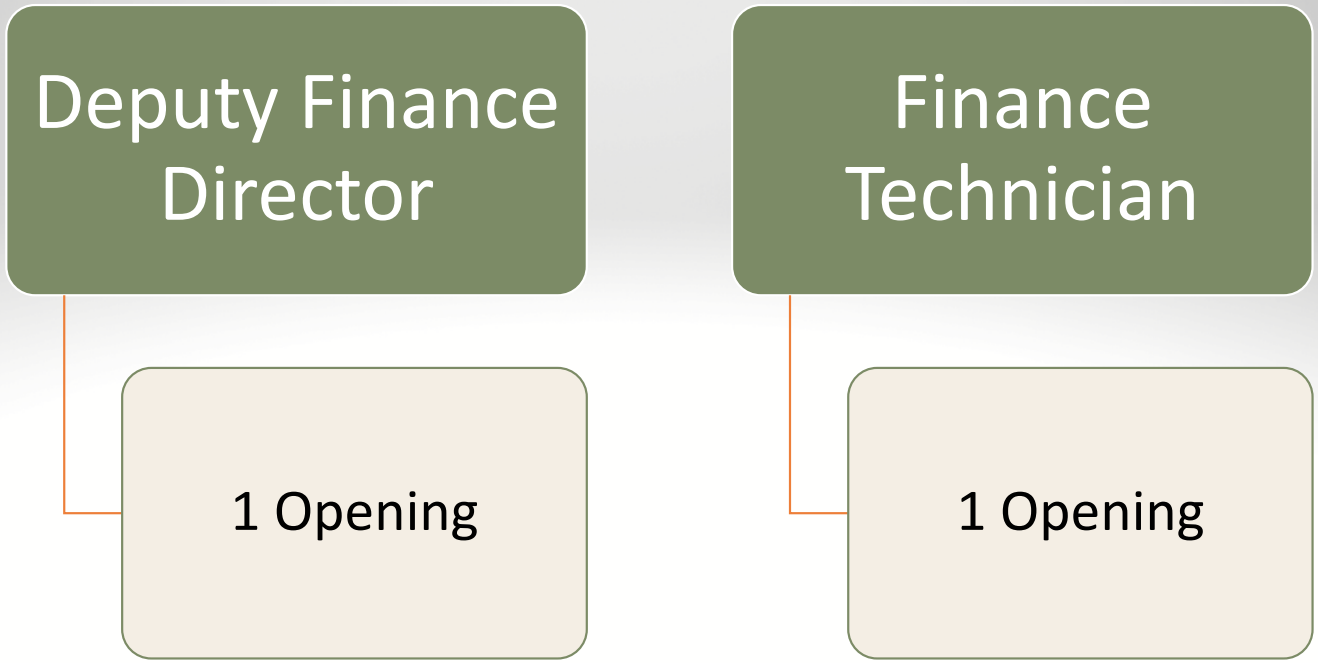


CITY OF Dickinson North Dakota

Museum


Seasonal Paleontology Assistant
1 Opening
1 in Background

Finance


Deputy Finance Director
1 Opening
Finance Technician
1 Opening

Legacy Square

Marketing & Events Director

1 Opening

Seasonal Programming Assistant

1 Opening

CITY OF Dickinson North Dakota

Questions?

CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota | ADMINISTRATION

March 18, 2025

REF: NDPERS 457 retirement plan.

Members of the City Commission,

The NDPERS Main Defined Benefit Plan closed to new hires as of 1/1/2025. All new hires are now automatically enrolled in the NDPERS DC2025 plan with a 4% contribution by the employee and a 5.26% contribution by the City. There is a one-time opportunity for new hires to add an additional up to 3% contribution to the DC2025 plan which would require a match by the City of Dickinson. If an employee does not elect that up to 3% contribution with a match within 30 days of hire, they lose that opportunity going forward. We also were given the option to join the NDPERS 457 Retirement Plan as of 1/1/2025 or any time later. Joining this plan would give employees in the DC2025 plan the opportunity to start that up to 3% contribution with employer match at any time in the future. It does not restrict them to the "within 30 days of hire" restriction and they have the opportunity to start and/or stop their 457 if they so choose or have life events that occur throughout their employment where they might be able to contribute later or need to stop later. I feel that adding this NDPERS 457 Plan option for new hires will help with our recruitment and retention efforts. City staff recommends approval.

Thank you,

HR Director Shelly Nameniuk

NDPERS 457 Plan

Presented by: HR Director

What changed?

- 1/1/2025 NDPERS Main Defined Benefit Plan closed, new hires are now enrolled in the NDPERS DC2025 Plan
- New employees are required to contribute 4% to the Plan
- Employer is required to contribute 5.26% to the Plan for each employee
- Employee may elect to increase their retirement saving through one of the following methods:
  - Contribute up to an additional 3% into the DC Plan within the first 30 days of employment. The City will be required to match the additional contribution up to 3%.
  - The employee is not allowed to ever make changes to that contribution after 30 days of employment.
  - If the City chooses to offer the NDPERS 457 Plan, the employee can choose at any time to contribute up to an additional 3% (not limited to the first 30 days of employment) and the City must match the additional contribution up to 3%.

If we do not offer the NDPERS 457 Plan with up to 3% match after 30 days will that hinder our recruitment and retention efforts?

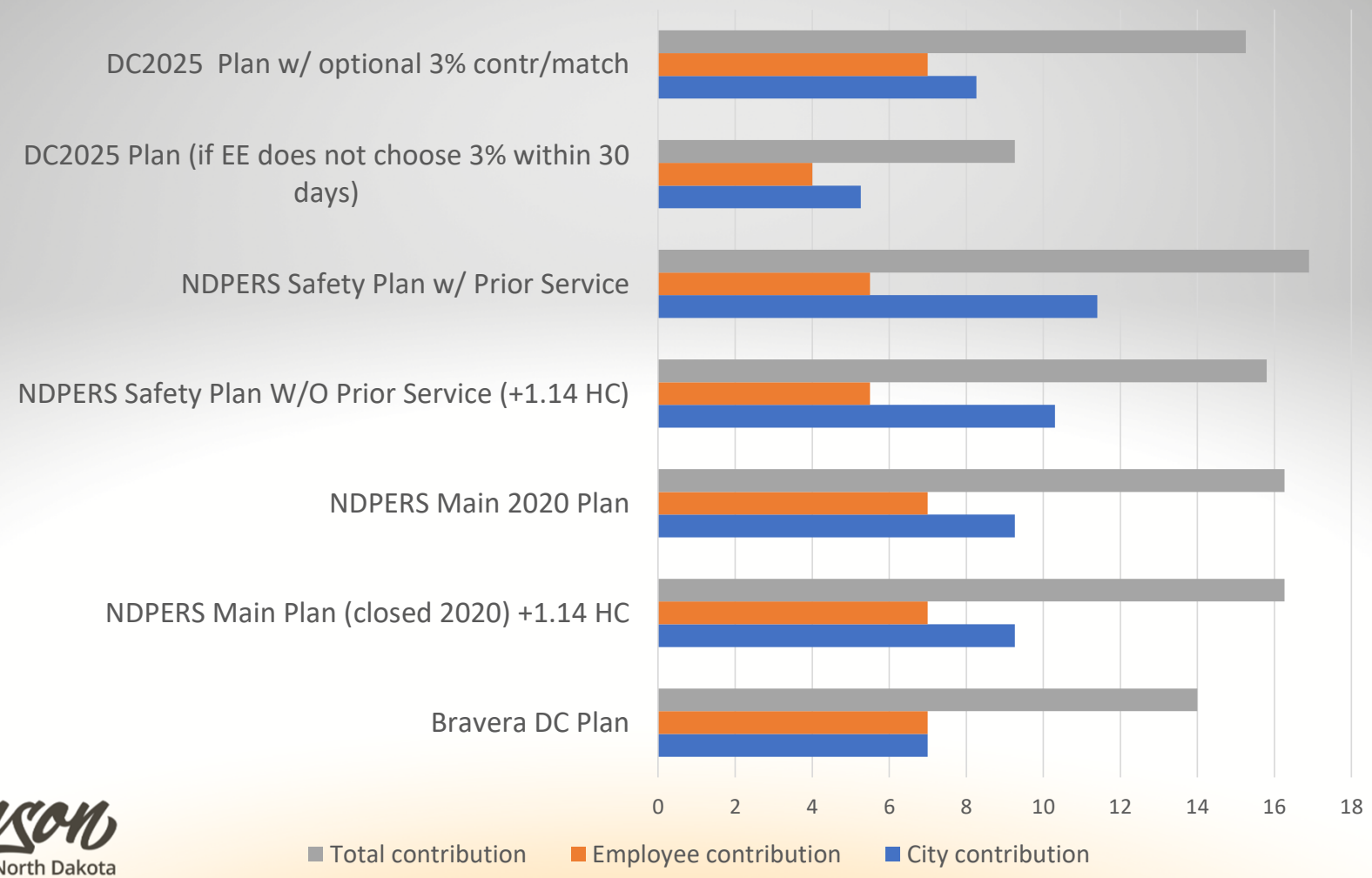
CITY OF Dickinson North Dakota

- If the City of Dickinson opts to participate in the NDPERS 457 plan, then all employees would have the option to contribute to this plan but only those participating in the DC2025 Plan (hired after 1/1/2025) could have the potential of up to 3% match from the City.

- Our current 457 Plan with Bravera will not allow a match to just those participating in the DC2025 Plan, it's all or none with a match.

- We can have both the NDPERS 457 plan and the current 457 plan through Bravera at the same time.

CITY OF Dickinson North Dakota


City of Dickinson Retirement Plans
DC2025 Plan w/ optional 3% contr/match
DC2025 Plan (if EE does not choose 3% within 30 days)
NDPERS Safety Plan w/ Prior Service
NDPERS Safety Plan W/O Prior Service (+1.14 HC)
NDPERS Main 2020 Plan
NDPERS Main Plan (closed 2020) +1.14 HC
Bravera DC Plan
0
2
4
6
8
10
12
14
16
18
Total contribution
Employee contribution
City contribution

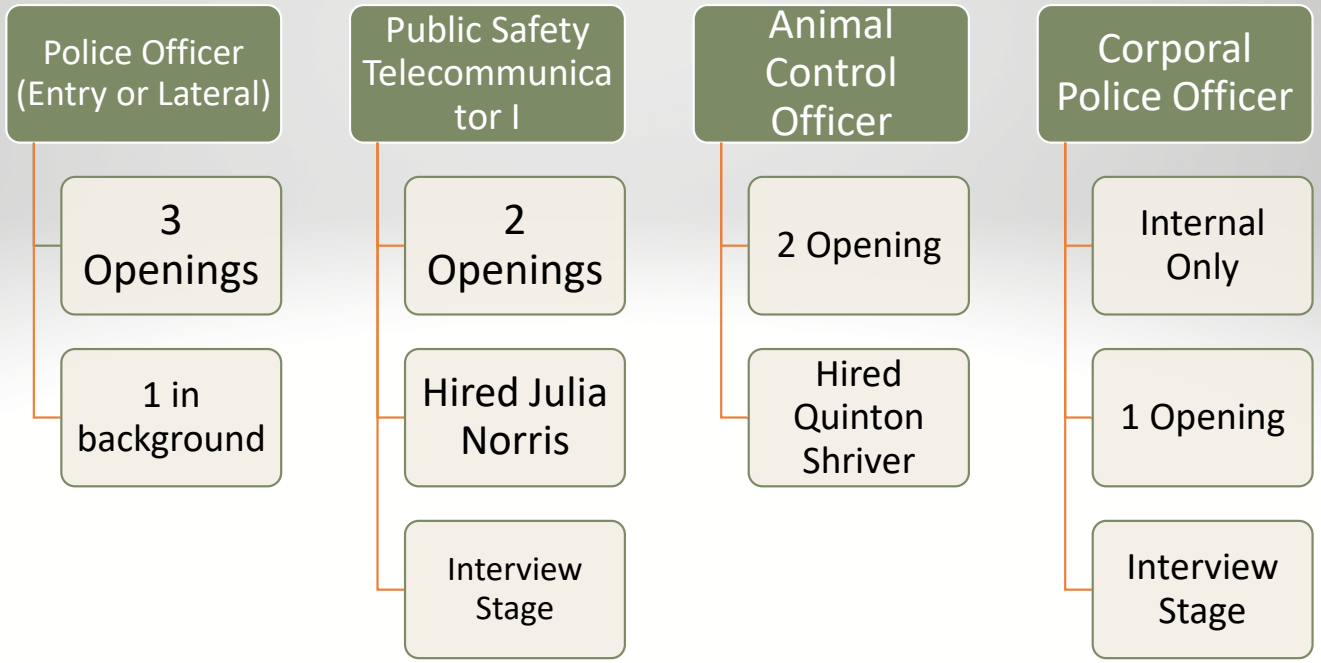
Human Resources

Hiring Journal

Presented by: HR Director

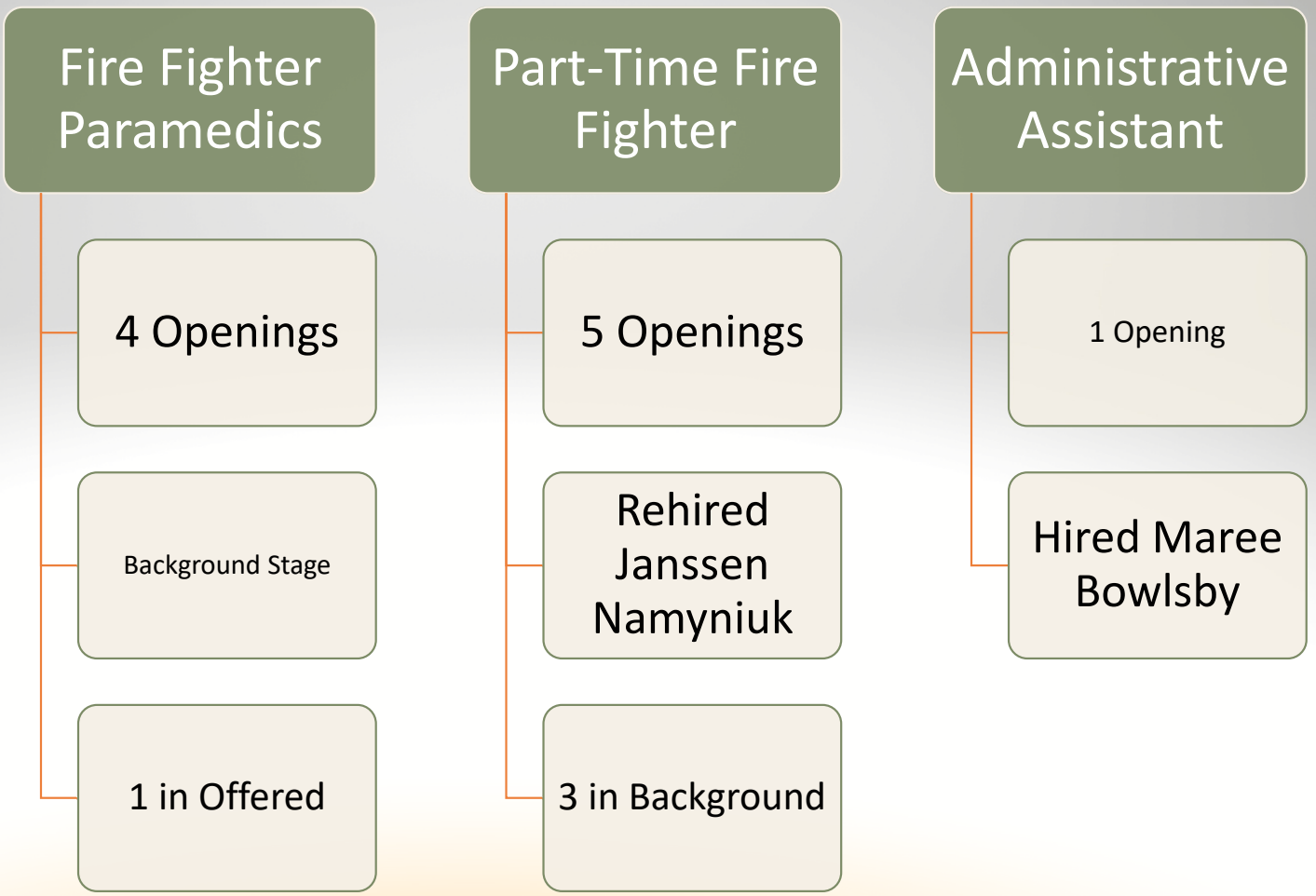
CITY OF Dickinson North Dakota

Police Department



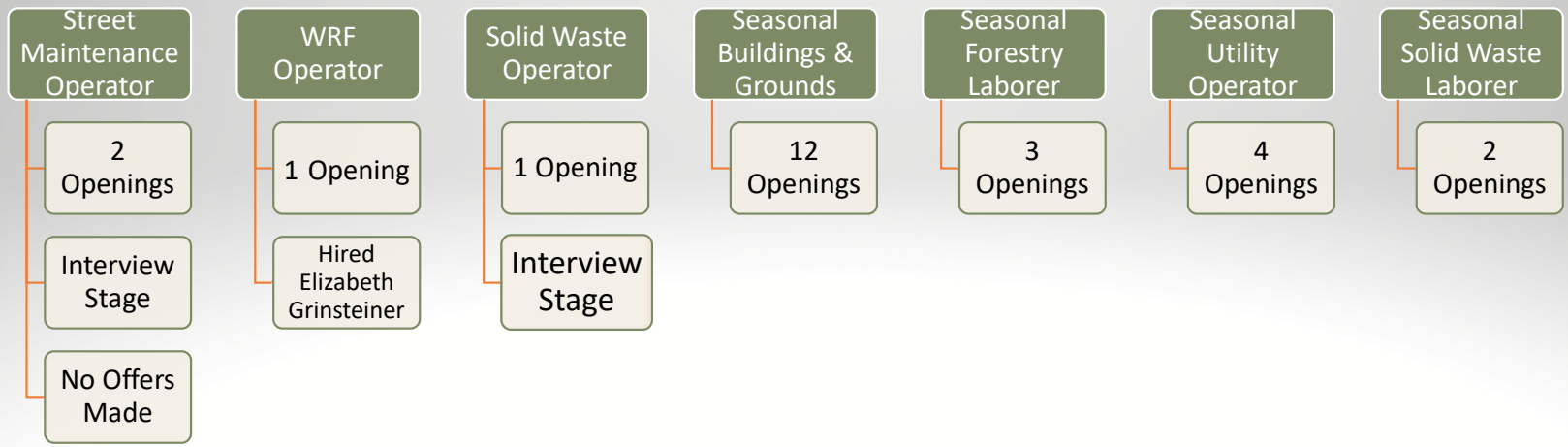
CITY OF Dickinson North Dakota

Fire Department



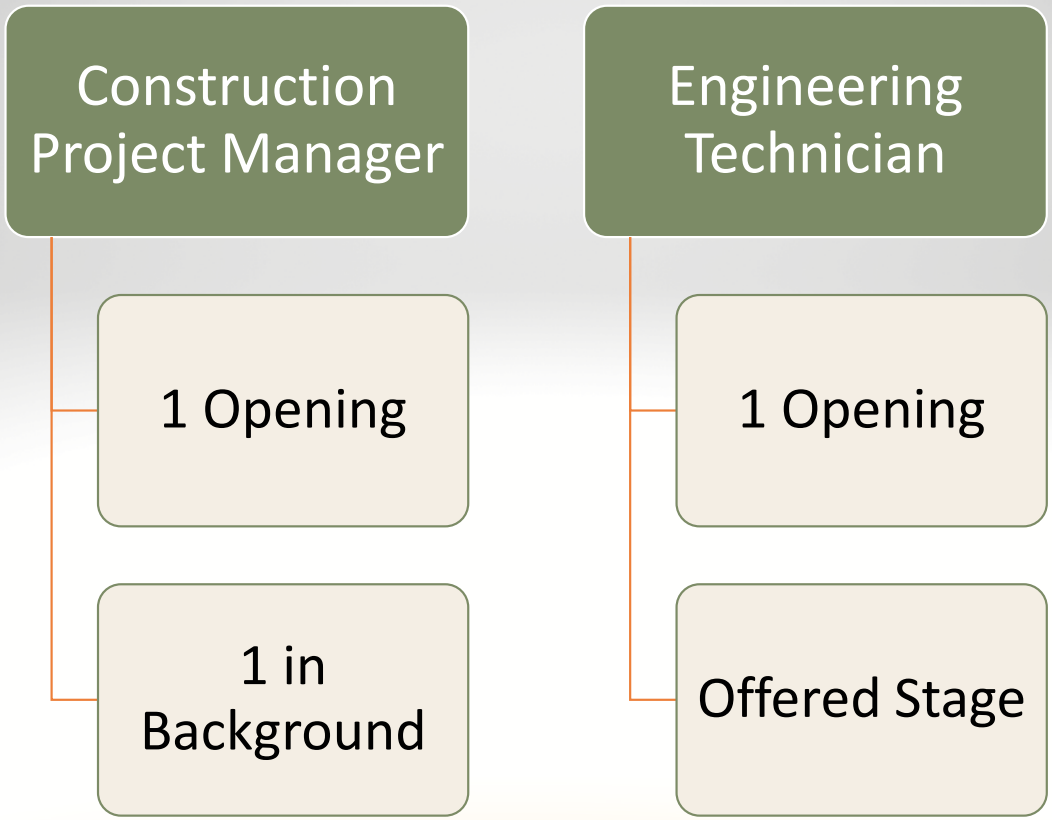
CITY OF Dickinson North Dakota

Public Works



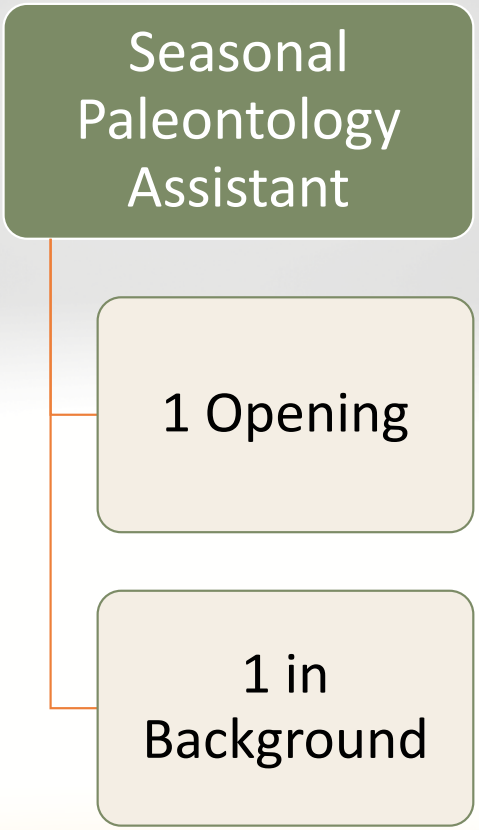
CITY OF Dickinson North Dakota

Community Development/ Engineering & Building and Codes

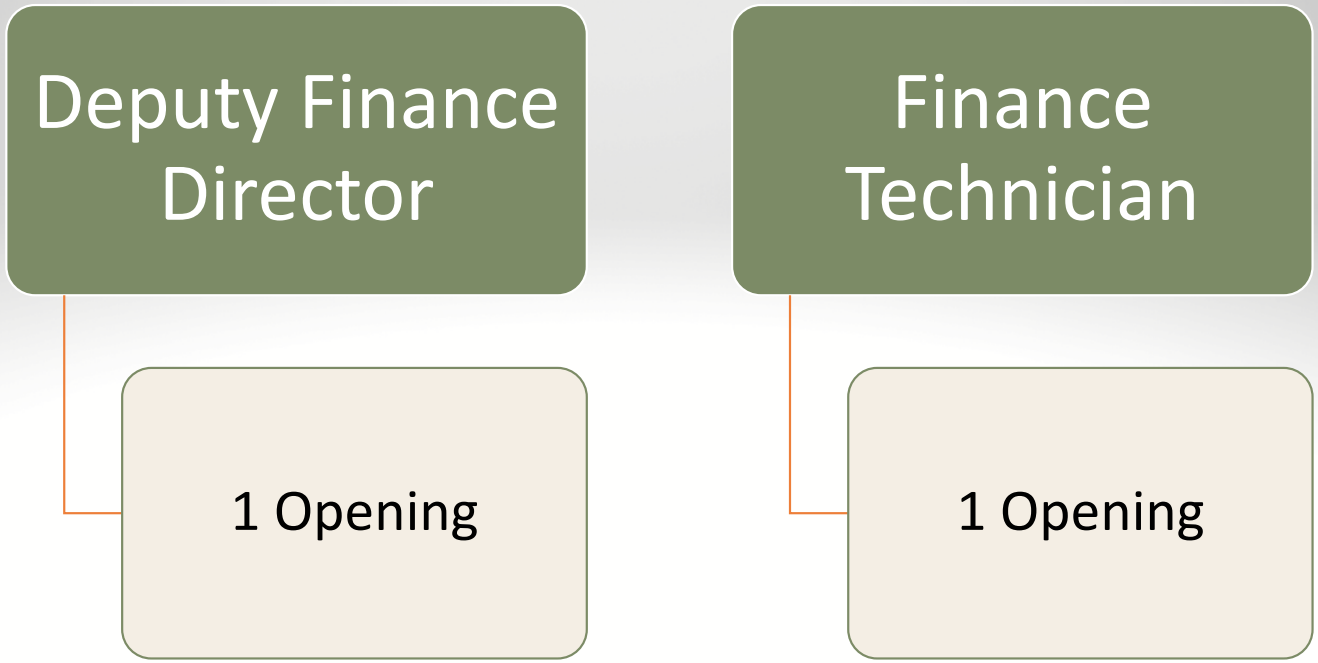


CITY OF Dickinson North Dakota

Museum


Seasonal Paleontology Assistant
1 Opening
1 in Background

Finance


Deputy Finance Director
1 Opening
Finance Technician
1 Opening

Legacy Square

Marketing & Events Director

1 Opening

Seasonal Programming Assistant

1 Opening

CITY OF Dickinson North Dakota

Questions?

CITY OF Dickinson North Dakota

Req #	Hiring Journal - March									Updated on 3.13.2025
	Position	Date opened:	Date closed:	# of days position is/was open:	total applicants:	# of disqualified apps:	# withdrawn apps:	# of interviews:	# of declined offers:	Hired:
433	Police Officer (Lateral or Entry Level)	2/4/2025	Until Filled		3	0				1 in backgrond
445	Corporal Police Officer (INTERNAL ONLY)	3/3/2025	3/13/2025	10						
426	Public Safety Telecommunicator I (2 Openings)	1/7/2025	1/21/2025	14	20	7	5	8		Hired Julia Norris (4/7)
444	Public Safety Telecommunicator I	2/25/2025	3/12/2025	15	20					Interview Stage
428	Animal Control Officer	1/9/2025	1/23/2025	14	23	6	8	9		Hired Quinton Shriver
447	Animal Control Officer	3/7/2025	3/17/2025	10						
442	Water Reclamation Facitily Operator	2/13/2025	2/24/2025	11						Hired Elizabeth Grinsteiner (3/17)
432	Seasonal Utility Laborer (4 Openings)	3/4/2025	Until Filled							
347	Museum Center Volunteer - GENERAL	1/29/2024	Until Filled		2					
346	Museum Center Volunteer - HISTORY	1/29/2024	Until Filled		4		1	1		
360	Museum Center Volunteer - Paleo Collections	3/20/2024	Until Filled		13	1		2		
429	Seasonal Paleontology Assistant	1/13/2025	2/10/2025	28	45	3	0	10	0	Background Stage
430	Fire Fighter/Paramedic (4 Openings)	1/22/2025	Until Filled		4	3		2		1 interview Stage -
439	Part-Time Fire Fighter (5 Openings)	2/10/2025	Until Filled		4	0	0	4		Rehired Janssen Namyniuk, 3 in background
431	Administrative Assistant - Fire Department	2/3/2025	2/10/2025	7	28	15	0	13		Hired Maree Bowlsby (3/17)
437	Construction Project Manager	2/11/2025	2/25/2025	14	4	2	0	2	0	1 in background
435	Planning and Zoning Commissioner	2/6/2025	Until Filled		2	0	0	2		Interview Stage
448	Engineering Technician	3/7/2025	3/12/2025	5	2	0	0	2		Interview Stage
434	Street Maintenance Operator (2 Openings)	2/6/2025	Until Filled		10	3	0	7		No offers made
446	Deputy Finance Director	3/7/2025	3/21/2025	14						
449	Finance Technician	3/11/2025	3/25/2025	14						
451	Marketing & Events Director	3/13/2025	3/27/2025	14						
450	Seasonal Programming Assistant	3/11/2025	3/25/2025	14						
438	Seasonal Building & Grounds (12 Openings)	3/4/2025	Until Filled							
440	Seasonal Forestry Laborer (3 Openings)	3/4/2025	Until Filled							
421	Solid Waste Operator	12/2/2024	12/16/2024	14				1		Interview Stage
443	Solid Waste Operator	2/18/2025	3/4/2025	14	8	0	3	5		Interview Stage
441	Seasonal Solid Waste Laborer (2 Openigs)	3/4/2025	Until Filled							

CITY OF Dickinson North Dakota | PUBLIC WORKS

March 13, 2025

RE: Task Order Agreement with Houston Engineering

This is an agreement between City of Dickinson and Houston Engineering to provide annual regulatory monitoring, reporting, and support services for the City of Dickinson Solid Waste Division. Engineer's services under this Agreement are identified as annual groundwater monitoring, data evaluation and reporting, annual volume surveys, financial assurance updates, utilization summary reporting, and general regulatory reporting assistance.

Below is a cost estimate, with not to exceed amounts, outlining each of the tasks:

2025 Groundwater Monitoring and Reporting Scope of Work Note: $22,500 is engineering analysis and MW-27 gas testing services, $22,000 is for monitoring and analysis by MVTL to be invoiced directly by MVTL.	**$44,500**
Annual Volume Survey, Utilization Summary Reporting, Financial Assurance Estimates, and General Regulatory Reporting Support Scope of Work	**$18,500**
Combined Total	**$63,000**

The agreement has been reviewed by City staff and Attorney Wenko. It is staff recommendation to approve the agreement with Houston Engineering.

Thank you,

Aaron L. Praus
Public Works Director

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

This is an Agreement between **City of Dickinson** (Owner) and **Houston Engineering, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Dickinson Solid Waste Annual Regulatory Monitoring, Reporting, and Support Services** (Project). Engineer's services under this Agreement (Services) are generally identified as **Annual groundwater monitoring, data evaluation, and reporting, annual volume surveys, financial assurance updates, utilization summary reporting, and general regulatory reporting assistance.**

Detailed scope of services are provided in the attachments:

Attachment 1: 2025 Groundwater Monitoring and Reporting Scope of Work

Attachment 2: Annual Survey, Volume Utilization Summary, Financial Assurance Estimates and General Regulatory Reporting Support Scope of Work

Owner and Engineer further agree as follows:

1.01 Services of Engineer

A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.

1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.

B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

A. Engineer shall complete its Services within the following specific time period: **Services are completed as stated in the Scope of Work Attachments during the 2025 monitoring and**

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2020 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

reporting period. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.

D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of **1.10**.

E. Basis of Payment

1. Hourly Rates. Owner shall pay Engineer for Services as follows:

a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.

b. The total compensation for Services and reimbursement of expenses is estimated to be:

The estimated fees for each scope of work is further defined in the respective attachments defining the individual tasks.

Copyright ©2020 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2025 Groundwater Monitoring and Reporting Scope of Work Note: $22,500 is engineering analysis and MW-27 gas testing services, $22,000 is for monitoring and analysis by MVTL to be invoiced directly by MVTL.	**$44,500**
Annual Volume Survey, Utilization Summary Reporting, Financial Assurance Estimates, and General Regulatory Reporting Support Scope of Work	**$18,500**
Combined Total	**$63,000**

c. Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount noted above unless approved in writing by the Owner.

F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

Copyright ©2020 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable

Copyright ©2020 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.

F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;

3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and

4. such limited license to Owner shall not create any rights in third parties.

G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

H. Insurance: Commencing with the Effective Date of the Agreement, Engineer shall obtain and maintain during the term of this Agreement, at its own expense, workers' compensation insurance and comprehensive general liability insurance in the amounts determined **below** and will, upon request, furnish insurance certificates to Client. **The limits of liability required are as follows:**

1.	**Workers' Compensation:**	**Statutory**
2.	**Employer's Liability –**	
	a. **Bodily injury, each accident:**	**$ 1,000,000**
	b. **Bodily injury by disease, each employee:**	**$ 1,000,000**
	c. **Bodily injury/disease, aggregate:**	**$ 1,000,000**

Copyright ©2020 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

3. **General Liability –**

   a. **Each Occurrence (Bodily Injury and Property Damage): $ 1,000,000**

   b. **General Aggregate: $ 2,000,000**

4. **Excess or Umbrella Liability –**

   a. **Each Occurrence: $ 4,000,000**

   b. **General Aggregate: $ 4,000,000**

5. **Automobile Liability – Combined Single Limit**
   (Bodily Injury and Property Damage): $ 1,000,000

6. **Professional Liability –**

   a. **Each Claim Made: $ 5,000,000**

   b. **Annual Aggregate: $ 5,000,000**

I. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall not exceed **the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement.**

J. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

K. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then ~~the dispute will be mediated. If mediation is unsuccessful, then~~ the parties may exercise their rights at law.

L. This Agreement is to be governed by the laws of the state in which the Project is located.

Copyright ©2020 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

M. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

N. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of

Copyright ©2020 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments:

Attachment 1: 2025 Groundwater Monitoring and Reporting Scope of Work

Attachment 2: Annual Volume Surveys, Utilization Summary Reporting, Financial Assurance Estimates and General Regulatory Reporting Support Scope of Work

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2020 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

This Agreement's Effective Date is **March 18, 2025**.

Owner:	Engineer:
City of Dickinson	Houston Engineering Inc.
(name of organization)	(name of organization)
By:	By:
(authorized individual's signature)	(authorized individual's signature)
Date:	Date: 11 Mar 25
(date signed)	(date signed)
Name: Scott Decker	Name: Sherwin Wanner, PE
(typed or printed)	(typed or printed)
Title: President of City Commission	Title: Project Manager/Office Manager
(typed or printed)	(typed or printed)
Address for giving notices:	Address for giving notices:
38 1st Street West	3712 Lockport St
Dickinson, ND 58601	Bismarck, ND 58102
Designated Representative:	Designated Representative:
Name: Aaron Praus	Name: Sherwin Wanner, PE
(typed or printed)	(typed or printed)
Title: Public Works Director	Title: Project Manager/Office Manager
(typed or printed)	(typed or printed)
Address:	Address:
3411 Public Works Blvd	135 Sims Street, Suite 204
Dickinson, ND 58601	Dickinson, ND 58601
Phone: 701.456.7979	Phone: 701.323.0200
Email: aaron.praus@dickinsongov.com	Email: swanner@houstoneng.com

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2020 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Attachments:

Attachment 1: 2025 Groundwater and Landfill Gas Monitoring and Reporting Scope of Work

Background Data: The North Dakota Department of Environmental Quality (NDDEQ) issued the City of Dickinson's Permit Number 0315 to construct and operate a solid waste facility at its designated location. As part of the approved permit the NDDEQ requires annual groundwater and landfill gas monitoring and annual reporting of results in accordance with the permit approved Groundwater Monitoring Plan (GWMP).

Services of Engineer:

1. Prepare an annual report presenting the groundwater data collected in 2024 including the statistical analysis of the 2024 groundwater quality data relative to the past groundwater quality data. NOTE: Groundwater data collected in 2025 will be submitted in an annual report to be provided in 2026.

2. Coordinate both the Spring 2025 (approximately May / June, weather and access permitting) and Fall 2025 (approximately October / November, weather and access permitting) sampling events with an approved sampling and testing services provider.

3. Obtain groundwater elevation data from the 13 monitoring wells according to the groundwater monitoring plan during both the spring and fall 2025 sampling events.

4. Measure the percent methane (% CH_4), percent oxygen (% O_2), and percent carbon dioxide (% CO_2) in on-site building(s), leachate manhole(s), and groundwater monitoring wells on a semi- annual basis (May / June, and October / November 2025).

5. Collect landfill gas samples from MW-27 during both the spring and fall 2025 sampling events. Analyze the gas samples collected for EPA TO-15 and EPA-3C.

6. Collect groundwater samples from the 10 monitoring wells according to the groundwater monitoring plan during both the spring and fall 2025 sampling events.

7. Collect surface water samples (if surface water is present) from the onsite stormwater holding pond during the Spring 2025 sampling event.

8. Collect leachate samples according to the groundwater monitoring plan during both the spring and fall 2025 sampling events.

9. Analyze the samples collected according to the groundwater monitoring plan and as generally described below.
    a. Groundwater:
        1) VOCs; Spring and Fall events.
        2) General Geochemical Parameters; Spring event.
        3) Total Metals; Spring event.
        4) Field Parameters; Spring and Fall events.
    b. Leachate:
        1) VOCs; Spring and Fall events.
        2) General Geochemical Parameters; Spring and Fall events.
        3) Total Metals; Spring and Fall events.
        4) Field Parameters; Spring and Fall events.
    c. Surface Water:

1) pH, total suspended solids, chemical oxygen demand, lead (total) and oil and grease; Spring event.
2) Field Parameters; Spring event.

d. Quality Assurance/Quality Control samples relative to the groundwater quality data, to include:
1) Trip blanks for analysis.
2) Blind duplicate and equipment blanks for analysis of the parameters required.

10. As directed, attend permit coordination and liaison meetings with the City of Dickinson and NDDEQ

Timeframe: The timeframe and/or due date as set forth in the permit documentation. Monitoring and sampling are through the end of 2025.

Sub-Consultant Services: Sub-Consultants retained for the 2025 Groundwater Monitoring and Reporting Scope of Work

- Minnesota Valley Testing Laboratories, Inc., 2616 E. Broadway Ave, Bismarck, ND 58501
- Air Technology Laboratories, Inc., 18501 E. Gale Ave., Suite 130, City of Industry, CA 91748

Estimates Costs: Estimated Costs for the 2025 Groundwater / Landfill Gas Monitoring and Reporting Scope of Work

The total estimated fee for the engineering services is $22,500. The Engineer services will be based on the cumulative hours charged during the billing period plus Reimbursable Expenses and Engineer's Consultant's charges. The estimated subcontractor costs for Minnesota Valley Testing Laboratories (MVTL) to perform the sampling and analysis is estimated to be approximately $22,000 and it is expected that MVTL will invoice the City directly for these services.

Attachment 2: 2025 Annual Volume Surveys, Utilization Summary Reporting, and General Permit Reporting Services

Background Data: The Dickinson Landfill Facility is a permitted facility through the North Dakota Department of Environmental Quality (NDDEQ) operating per Solid Waste Permit SW-315. Annually the Dickinson Landfill Facility is required to complete annual volume utilization reports, update post-closure care and financial test documentation, and respond to regulatory inspection reviews and comments.

Services of Engineer:

1. Complete annual site topographic survey of facility including waste disposal and cover soil excavation areas, via aerial survey methods, to develop a comparison surface. The survey information will be used to determine consumed landfill capacity and remaining disposal capacity at the Dickinson Landfill Facility since the previous annual survey. HEI completed an as-built survey of the Cell 3-B5 in 2024 and an annual site survey in October 2024. It is anticipated the 2025 annual survey will be completed in mid to late October 2025 for consistency.

2. Prepare 3-dimensional topographic surface of facility utilizing the aerial survey. Conduct volumetric analysis to compare utilization surfaces to determine waste placement during the comparison period. Conduct volumetric analysis comparing the October 2025 utilization survey to the proposed full buildout grades to determine facility lifespan. Prepare cross section surface drawings detailing the differences (cut/fill) between the annual comparison surfaces.

3. Prepare an annual volume utilization summary report for the landfill facility and for ongoing permit reporting.

4. Preparation of the annual closure and post closure cost estimates to assist the facility with the preparation of the required annual financial assurance reporting. Support the City to revise annual updates to the facilities post-closure care estimate and financial test documentation. Effort includes development of one (1) comment response letter generated by Houston Engineering, Inc.

5. Houston Engineering, Inc. has supported the City with miscellaneous requests, correspondence and responses to the NDDEQ in previous years. This task order includes an allotment to provide on-call engineering services in 2025 to support ongoing coordination with the NDDEQ to maintain compliance with the facilities Solid Waste Permit SW-315. HEI will complete activities only as requested and authorized by the City of Dickinson.

Timeframe: The proposed work will be completed by December 31, 2025.

Sub-Consultant Services: N/A.

Estimates Costs: Estimated Costs for the 2025 engineering support services identified in the above Scope of Work

The total estimated fee for services is $18,500. This cost estimate includes an itemized breakdown of services as follows:

- 2025 Annual Waste Utilization Survey, Engineering Analysis and Reporting = $7,500.00
- HEI support of 2025 revisions to the facilities post-closure care & financial test documentation = $3,500.00

- On-call general engineering services (estimated fee) = $7,500.00

The Engineer services will be based on the cumulative hours charged during the billing period plus Reimbursable Expenses and Engineer's Consultant's charges. The total estimated fee will not be exceeded without prior written authorization of the Owner.

CITY OF Dickinson North Dakota | Public Works

March 13, 2025

RE: Contract Agreement with Konecranes

On February 10, 2025 the City of Dickinson reviewed bids from 3 vendors to provide inspection, maintenance, and repair services to nineteen overhead cranes and three service trucks. After further review and discussion with the vendors, city staff proceeded with contract negotiations with Konecranes. The three vendors quotes are included. Dakota Fluid Power has previous provided this service but does not provide the full required details of the inspections and will not perform any additional work that is needed during the inspections.

This is an agreement between City of Dickinson and Konecranes to provide inspection, maintenance, and repair services to nineteen overhead cranes and three service trucks. These services are essential for ensuring the safety, reliability, and efficiency of the equipment, and compliance with local and federal regulations. All units will be inspected annually with the exception of the Baler Building crane being inspected monthly due to the nature if its frequent use.

Below is the price summary through the duration of the contract:

- 2025 total price is $12,558.67
- 2026 total price is $13,061.00
- 2027 total price is $13,583.44

The agreement has been reviewed by City staff and Attorney Wenko. It is staff recommendation to approve the agreement with Konecranes.

Thank you,

Aaron L. Praus
Public Works Director

City of Dickinson North Dakota

Public Works Department

Request for Proposals

Crane Inspection and Maintenance Services
for the
City of Dickinson

PROPOSALS MUST BE SUBMITTED BY 2:00 PM MST, MONDAY FEBRUARY 10, 2025, TO THE CITY OF DICKINSON AT 3411 PUBLIC WORKS BOULEVARD, DICKINSON, ND, 58601

CITY OF Dickinson North Dakota

Public Works Department

Request for Proposals for "Crane Inspection and Maintenance Services"

Proposals submitted must provide complete information as indicated in this request. Please submit one (1) original proposal by mail inside a sealed, clearly marked envelope. Send proposals to:

City of Dickinson
Attn: Aaron Praus
3411 Public Works Blvd.
Dickinson, ND 58601
aaron.praus@dickinsongov.com

Deadline for delivery of sealed proposals is 2:00 PM MST, Monday, February 10, 2025.

Questions and inquiries regarding this request should be directed to:

Duane Zastoupil
Utilities Manager
3411 Public Works Blvd.
Dickinson, ND 58601
701-456-7009
duane.zastoupil@dickinsongov.com

The City reserves the right to reject any and all proposals, and to request additional information from any and all companies.

In order to be deemed valid, each proposal must meet the following requirements:

1. Each proposal must be signed by an officer of your company who can be held accountable for all representations.
2. Each proposal submitted by mail must be sealed and clearly marked for "Crane Inspection and Maintenance Services"

The City of Dickinson is seeking proposals from qualified vendors for the inspection, maintenance, and repair services of the following equipment:

- 19 Overhead Cranes
- 3 Service Trucks

These services are essential for ensuring the safety, reliability, and efficiency of the equipment, and compliance with local and federal regulations. The City of Dickinson invites qualified vendors with expertise in crane services to submit proposals for the provision of these services.

CITY OF Dickinson North Dakota

Public Works Department

1. SCOPE OF SERVICES

The selected vendor will be required to provide the following services to 19 overhead cranes and 3 service trucks as outlined in **Appendix A.**

A. Inspection Services

- Perform annual inspections in accordance with local, state, and federal safety standards (OSHA, ANSI, etc.).
- Perform monthly inspections for the baler building overhead crane.
- Provide detailed reports after each inspection, highlighting any issues or potential risks.
- Identify required repairs, maintenance, or replacements and estimate associated costs.

B. Repairs and Replacement

- Provide on-demand repairs for any equipment found to be malfunctioning.
- Replace any worn-out parts or components as necessary.
- Perform lubrication, adjustments, and calibrations to keep equipment in safe operating condition.
- Priority scheduling of major repairs deemed necessary from service inspection.

2. QUALIFICATIONS OF THE VENDOR

Vendors must meet the following minimum qualifications:

- **Experience:** At least 5 years of experience in inspecting, servicing, and repairing overhead cranes, and service trucks.
- **Certifications:** Proper certifications for technicians, including but not limited to OSHA certifications, crane operator certifications, and any relevant industry certifications.
- **Compliance:** Ability to comply with all local, state, and federal safety and environmental regulations

3. Term of Agreement

- Initial Term: The contract will be for a three year term starting from the date of execution.

City reserves the right

All costs associated with proposal preparation shall be borne by the proposer. The City reserves the right to reject any and/or all proposals, and to not award contracts for any and/or all projects.

CITY OF Dickinson North Dakota

Public Works Department

Transfer of Contract

The Contractor shall not transfer, sublet or assign the contract to any person, firm or corporation, or in any way vary the terms of the contract without written permission from the Public Works Director. In the event that the Contractor attempts to transfer, sublet or assign this contract to any person, firm, or corporation, including any entity controlled by the Contractor, this Agreement shall terminate at the option of the City.

Payment

The City shall compensate the contractor for all inspections, services, and repairs performed as specified in this contract.

All invoices must be mailed to the City of Dickinson, Attn: Duane Zastoupil, 3411 Public Works Blvd, Dickinson, ND 58601.

All communications between the contractor and the City will be directed to the contract administrator.

Insurance

Prior to the commencement of a contract, copies of all required insurance policies shall be submitted to the City for review. The Contractor agrees to remain fully insured during the course of a contract as follows:

Comprehensive general liability insurance including premises – operations coverage, completed operations coverage, independent contractor's coverage and contractual liability coverage, covering the indemnity agreement under Section H, with limits not less than $2,000,000 combined single limit, including bodily injury liability and property damage liability.

Workers' compensation insurance and employers' liability insurance as required by law.

Comprehensive automobile, bodily injury and property damage, liability insurance, including coverage for all owned and hired vehicles and employers' non-ownership liability coverage. Limits of liability should be for not less than $2,000,000 combined single limit bodily injury and property damage liability.

The Contractor shall name the City as an additional insured on such insurance and shall furnish evidence of the same to the City.

The policy shall be a standard form policy provided for by a carrier approved by the State of North Dakota and shall not contain any exclusion that will restrict coverage on any operations performed by this Contractor or any subcontractors thereof.

It shall be a condition of a Contract that the policy or policies waive any or all governmental immunity as a defense in any action brought against the insured or any other party to the Contract.

The policy shall provide full insurance to cover the entire Contractor's operating exposure including the collection of the materials and the operation of vehicles.

Approval of the insurance by the City shall not in any way relieve or decrease the liability of the Contractor hereunder, and it is expressly understood that the City does not in any way represent that the above specified insurance or limits of liability are sufficient or adequate to protect the Contractor's interests or liabilities.

The City shall be given at least thirty (30) days prior written notice of any cancellation, termination or material modification of the required insurance coverage.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

Indemnification

The Contractor shall indemnify and hold harmless the City, its officers, agents, representatives, and employees from and against all claims, damages, losses, costs or expenses, including reasonable attorney fees, which may be asserted against the City or for which it may be held liable, its employees, agents, representatives, or subcontractors, in the performance of the Contract.

Termination

The City shall have the right to terminate the Contract if in the City's judgment there has been a breach of any material provision thereof by the Contractor, or if in the City's judgment there is other good cause for termination. Continuing breach or good cause shall not be deemed acceptable because it was not followed by prompt termination.

Upon the failure of the Contractor to fulfill any of the provisions of the Contract, the City Administrator shall be authorized to hire such persons and equipment, or assign City employees and equipment, as may be necessary to do such work and the cost of such expenses thereof may be charged and deducted from any monies due the Contractor, collected from the Contractor, or collected by recourse to the Contractor's bond or financial guarantee instrument submitted.

CITY OF Dickinson North Dakota

Public Works Department

PROPOSAL COVER SHEET

NAME Dakota Fluid Power

ADDRESS 2001 Twin City Dr Mandan ND

CONTACT NAME Terry Sailer

PHONE 701-663-9878

The abovementioned company hereby proposes to provide lift inspection and maintenance services, as follows:

Contract length	3-yr contract price
2025	$ 2200.00
2026	
2027	

Other Fees

Any additional service fees should be outlined in the space provided below.

CITY OF Dickinson North Dakota

Public Works Department

Appendix A

Station #	Address	Crane 1	Access	Frequency inspected
WRF				
Process Building	10816 38th Street SW	Upstairs Single Girder - 1 electric Chain Hoist 2 Ton	12' Ladder	Yearly
Process Building	10816 38th Street SW	Downstairs Single Girder - 1 Electric Wire Rope Hoist 2 Ton	12' Ladder	Yearly
Reuse Booster	10816 38th Street SW	Monorail - 1 manual Chain Hoist 1Ton	12' Ladder	Yearly
Sewer Collection				
1	500 Broadway E	Monorail - 1 Electric Chain Hoist 1 Ton	12' Ladder	Yearly
5	300 5th Street SW	Monorail - 1 Electric Chain Hoist 1.5 Ton	12' Ladder	Yearly
12	989 15th Street W	Up Stairs Monorail - 1 Electric Chain Hoist 5 Ton	19' Scissor	Yearly
12	989 15th Street W	Down Stairs Monorail 1 Electric Chain Hoist 5 ton		Yearly
14	977 21st Street E	Monorail - 1 Electric Chain Hoist 1.5 Ton	12' Ladder	Yearly
18	1073 Sims	Monorail - 1 Electric Chain Hoist 1/2 Ton	12' Ladder	Yearly
20	1820 Yellowstone Circle	Monorail - 1 Electric Chain Hoist 2 Ton	No lift needed	Yearly
21	11470 Highway 10	Monorail - 1 Electric Chain Hoist 2 Ton	12' Ladder	Yearly
22	2486 Villard Street W	Up Stairs Monorail - 1 Electric Chain Hoist 5 Ton	19' Scissor	Yearly
22	2486 Villard Street W	Down Stairs Monorail 1 Electric Chain Hoist 5 ton		Yearly
Influent	485 10th Avenue SE	Single Girder - 1 Electric Chain Hoist 3 Ton	19' Scissor	Yearly
W89 Service Truck	3411 Public Works Blvd	7630 Stellar Water Utilities		Yearly
Water distribution				
State Ave Booster	3052 State Ave N	Single Girder - 1 Manual Chain Hoist 1 Ton	No lift needed	Yearly
River Booster	140 6th Ave SE	Single Girder - 1 Manual Chain Hoist 1 Ton	No lift needed	Yearly
Street/Fleet				
FM 2 Service Truck	3411 Public Works Blvd	Service Truck Palfinger 4329		Yearly
S86 Sign service Truck	3411 Public Works Blvd	Service Truck		Yearly
Fleet Shop Welding shop	3411 Public Works Blvd	5 Ton - R&M 176832	Onsite Lift	Yearly
Fleet Shop Main Shop	3411 Public Works Blvd	5 Ton - R&M 176831	Onsite Lift	Yearly
Bailer Building				
Bailer Building Crane	3389 Energy Drive	2 Ton - Konecranes CLX s/n S8153963	Onsite Lift	Monthly

CITY OF Dickinson North Dakota

Public Works Department

Summary and Signature Page

IMPORTANT DATE:

RFP Posted and Advertised:	January 22 and January 29, 2025
Due Date:	February 10, 2025 3:00 PM MST
Projected Award Date	February 18, 2025

SUBMITTAL REQUIREMENTS and CONTACT INFORMATION: one bound and one electronic copy of the proposal must be submitted on or before the due date above. Send proposals to the following address:

City of Dickinson
Attn: Aaron Praus
3411 Public Works Blvd.
Dickinson, ND 58601
aaron.praus@dickinsongov.com
(701) 456-7840

Proposal is to be signed only by an authorized representative of the proposer who has authority to enter into a contract with the city on behalf of the proposer, such as a President, Vice President, or other corporate officer.

BY SIGNING THIS PROPOSAL, THE PROPOSER VERFIES THAT THEY HAVE READ AND WILL COMPLY WITH THE TERMS AND CONDITIONS OF THIS PROPOSAL WITH RESPECT TO ANY INFORMATION CONTAINED IN THE PROPOSAL FOR WHICH PROPOSER ASSERTS ANY CLAIM OF CONFIDENTIALITY OR TRADE SECRETS.

PROPOSER'S SIGNATURE	PROPOSER'S TITLE
Terry Sailer	Dakota Fluid Power
PROPOSER'S PRINTED NAME	COMPANY NAME

CITY OF Dickinson North Dakota

Public Works Department

Request for Proposals

Crane Inspection and Maintenance Services
for the
City of Dickinson

PROPOSALS MUST BE SUBMITTED BY 2:00 PM MST, MONDAY FEBRUARY 10, 2025, TO THE CITY OF DICKINSON AT 3411 PUBLIC WORKS BOULEVARD, DICKINSON, ND, 58601

Public Works
Department

Request for Proposals

Crane Inspection and Maintenance Services
for the
City of Dickinson

PROPOSALS MUST BE SUBMITTED BY 2:00 PM MST, MONDAY FEBRUARY 10,
2025, TO THE CITY OF DICKINSON AT 3413 PUBLIC WORKS BOULEVARD,
DICKINSON, ND, 58601

CITY OF Dickinson North Dakota

Public Works Department

1. SCOPE OF SERVICES

The selected vendor will be required to provide the following services to 19 overhead cranes and 3 service trucks as outlined in **Appendix A.**

A. Inspection Services

- Perform annual inspections in accordance with local, state, and federal safety standards (OSHA, ANSI, etc.).
- Perform monthly inspections for the baler building overhead crane.
- Provide detailed reports after each inspection, highlighting any issues or potential risks.
- Identify required repairs, maintenance, or replacements and estimate associated costs.

B. Repairs and Replacement

- Provide on-demand repairs for any equipment found to be malfunctioning.
- Replace any worn-out parts or components as necessary.
- Perform lubrication, adjustments, and calibrations to keep equipment in safe operating condition.
- Priority scheduling of major repairs deemed necessary from service inspection.

2. QUALIFICATIONS OF THE VENDOR

Vendors must meet the following minimum qualifications:

- **Experience**: At least 5 years of experience in inspecting, servicing, and repairing overhead cranes, and service trucks.
- **Certifications**: Proper certifications for technicians, including but not limited to OSHA certifications, crane operator certifications, and any relevant industry certifications.
- **Compliance**: Ability to comply with all local, state, and federal safety and environmental regulations

3. Term of Agreement

- Initial Term: The contract will be for a three year term starting from the date of execution.

City reserves the right

All costs associated with proposal preparation shall be borne by the proposer. The City reserves the right to reject any and/or all proposals, and to not award contracts for any and/or all projects.

Transfer of Contract

The Contractor shall not transfer, sublet or assign the contract to any person, firm or corporation, or in any way vary the terms of the contract without written permission from the Public Works Director. In the event that the Contractor attempts to transfer, sublet or assign this contract to any person, firm, or corporation, including any entity controlled by the Contractor, this Agreement shall terminate at the option of the City.

Payment

The City shall compensate the contractor for all inspections, services, and repairs performed as specified in this contract.

All invoices must be mailed to the City of Dickinson, Attn: Duane Zastoupil, 3411 Public Works Blvd, Dickinson, ND 58601.

All communications between the contractor and the City will be directed to the contract administrator.

Insurance

Prior to the commencement of a contract, copies of all required insurance policies shall be submitted to the City for review. The Contractor agrees to remain fully insured during the course of a contract as follows:

Comprehensive general liability insurance including premises – operations coverage, completed operations coverage, independent contractor's coverage and contractual liability coverage, covering the indemnity agreement under Section H, with limits not less than $2,000,000 combined single limit, including bodily injury liability and property damage liability.

Workers' compensation insurance and employers' liability insurance as required by law.

Comprehensive automobile, bodily injury and property damage, liability insurance, including coverage for all owned and hired vehicles and employers' non-ownership liability coverage. Limits of liability should be for not less than $2,000,000 combined single limit bodily injury and property damage liability.

The Contractor shall name the City as an additional insured on such insurance and shall furnish evidence of the same to the City.

The policy shall be a standard form policy provided for by a carrier approved by the State of North Dakota and shall not contain any exclusion that will restrict coverage on any operations performed by this Contractor or any subcontractors thereof.

It shall be a condition of a Contract that the policy or policies waive any or all governmental immunity as a defense in any action brought against the insured or any other party to the Contract.

Public Works
Department

Transfer of Contract

The Contractor shall not transfer, sublet or assign the contract to any person, firm or corporation, or in any way vary the terms of the contract without written permission from the Public Works Director. In the event that the Contractor attempts to transfer, sublet or assign this contract to any person, firm, or corporation, including any entity controlled by the Contractor, this Agreement shall terminate at the option of the City.

Payment

The City shall compensate the contractor for all inspections, services, and repairs performed as specified in this contract.

All invoices must be mailed to the City of Dickinson, Attn: Duane Zastoupil, 3413 Public Works Blvd, Dickinson, ND 58601.

All communications between the contractor and the City will be directed to the contract administrator.

Insurance

Prior to the commencement of a contract, copies of all required insurance policies shall be submitted to the City for review. The Contractor agrees to remain fully insured during the course of a contract as follows:

Comprehensive general liability insurance including premises – operations coverage, completed operations coverage, independent contractor's coverage and contractual liability coverage, covering the indemnity agreement under Section H, with limits not less than $2,000,000 combined single limit, including bodily injury liability and property damage liability.

Workers' compensation insurance and employer's liability insurance as required by law.

Comprehensive automobile, bodily injury and property damage, liability insurance, including coverage for all owned and hired vehicles and employers' non-ownership liability coverage. Limits of liability should be for not less than $2,000,000 combined single limit bodily injury and property damage liability.

The Contractor shall name the City as an additional insured on such insurance and shall furnish evidence of the same to the City.

The policy shall be a standard form policy provided for by a carrier approved by the State of North Dakota and shall not contain any exclusion that will restrict coverage on any operations performed by this Contractor or any subcontractors thereof.

It shall be a condition of a Contract that the policy or policies waive any or all governmental immunity as a defense in any action brought against the insured or any other party to the Contract.

The policy shall provide full insurance to cover the entire Contractor's operating exposure including the collection of the materials and the operation of vehicles.

Approval of the insurance by the City shall not in any way relieve or decrease the liability of the Contractor hereunder, and it is expressly understood that the City does not in any way represent that the above specified insurance or limits of liability are sufficient or adequate to protect the Contractor's interests or liabilities.

The City shall be given at least thirty (30) days prior written notice of any cancellation, termination or material modification of the required insurance coverage.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

Indemnification

The Contractor shall indemnify and hold harmless the City, its officers, agents, representatives, and employees from and against all claims, damages, losses, costs or expenses, including reasonable attorney fees, which may be asserted against the City or for which it may be held liable, its employees, agents, representatives, or subcontractors, in the performance of the Contract.

Termination

The City shall have the right to terminate the Contract if in the City's judgment there has been a breach of any material provision thereof by the Contractor, or if in the City's judgment there is other good cause for termination. Continuing breach or good cause shall not be deemed acceptable because it was not followed by prompt termination.

Upon the failure of the Contractor to fulfill any of the provisions of the Contract, the City Administrator shall be authorized to hire such persons and equipment, or assign City employees and equipment, as may be necessary to do such work and the cost of such expenses thereof may be charged and deducted from any monies due the Contractor, collected from the Contractor, or collected by recourse to the Contractor's bond or financial guarantee instrument submitted.

CITY OF Dickinson North Dakota

Public Works Department

PROPOSAL COVER SHEET

NAME Northern Crane & Equipment

ADDRESS 826 Implement Dr, Dickinson ND 58601

CONTACT NAME Brandon Dunbar

PHONE 701-934-0432

The abovementioned company hereby proposes to provide crane inspection and maintenance services, as follows:

Contract length	3-yr contract price
2025	12,225
2026	15,612
2027	18,734.40

Other Fees

Any additional service fees should be outlined in the space provided below.

Above is just inspection prices

Anything other is 185 for service calls & 195 an hour plus supplies to fix & repair

Public Works
Department

PROPOSAL COVER SHEET

NAME Nelson Crane & Equipment

ADDRESS 830 Tompkins Dr, Dickinson ND 58601

CONTACT NAME Brandon Dunbar

PHONE 701-934-0182

The above-mentioned company hereby proposes to provide crane inspection and maintenance services, as follows:

Contract length	3-yr contract price
2025	19,865
2026	15,913
2027	18,734.40

Other Fees

Any additional service fees should be outlined in the space provided below.

Above is just inspection prices

Anything other is $85 for service calls + 195 an hour plus supplies to fix & repair.

CITY OF Dickinson North Dakota

Public Works Department

Summary and Signature Page

IMPORTANT DATE:

RFP Posted and Advertised:	January 22 and January 29, 2025
Due Date:	February 10, 2025 3:00 PM MST
Projected Award Date	February 18, 2025

SUBMITTAL REQUIREMENTS and CONTACT INFORMATION: one bound and one electronic copy of the proposal must be submitted on or before the due date above. Send proposals to the following address:

City of Dickinson
Attn: Aaron Praus
3411 Public Works Blvd.
Dickinson, ND 58601
aaron.praus@dickinsongov.com
(701) 456-7840

Proposal is to be signed only by an authorized representative of the proposer who has authority to enter into a contract with the city on behalf of the proposer, such as a President, Vice President, or other corporate officer.

BY SIGNING THIS PROPOSAL, THE PROPOSER VERFIES THAT THEY HAVE READ AND WILL COMPLY WITH THE TERMS AND CONDITIONS OF THIS PROPOSAL WITH RESPECT TO ANY INFORMATION CONTAINED IN THE PROPOSAL FOR WHICH PROPOSER ASSERTS ANY CLAIM OF CONFIDENTIALITY OR TRADE SECRETS.

[signature] — PROPOSER'S SIGNATURE

Shop Manager — PROPOSER'S TITLE

Brandon Dunbar — PROPOSER'S PRINTED NAME

Nothern Crane & Equipment — COMPANY NAME

Public Works
Department

Summary and Signature Page

IMPORTANT DATE:

RFP Posted and Advertised:	January 22 and January 29, 2025
Due Date:	February 10, 2025 3:00 PM MST
Projected Award Date	February 18, 2025

SUBMITTAL REQUIREMENTS and CONTACT INFORMATION: one bound and one electronic copy of the proposal must be submitted on or before the due date above. Send proposals to the following address:

City of Dickinson
Attn: Aaron Praus
3411 Public Works Blvd.
Dickinson, ND 58601
aaron.praus@dickinsongov.com
(701) 456-7840

Proposal is to be signed only by an authorized representative of the proposer who has authority to enter into a contract with the city on behalf of the proposer, such as a President, Vice President, or other corporate officer.

BY SIGNING THIS PROPOSAL, THE PROPOSER VERIFIES THAT THEY HAVE READ AND WILL COMPLY WITH THE TERMS AND CONDITIONS OF THIS PROPOSAL WITH RESPECT TO ANY INFORMATION CONTAINED IN THE PROPOSAL FOR WHICH PROPOSER ASSERTS ANY CLAIM OF CONFIDENTIALITY OR TRADE SECRETS.

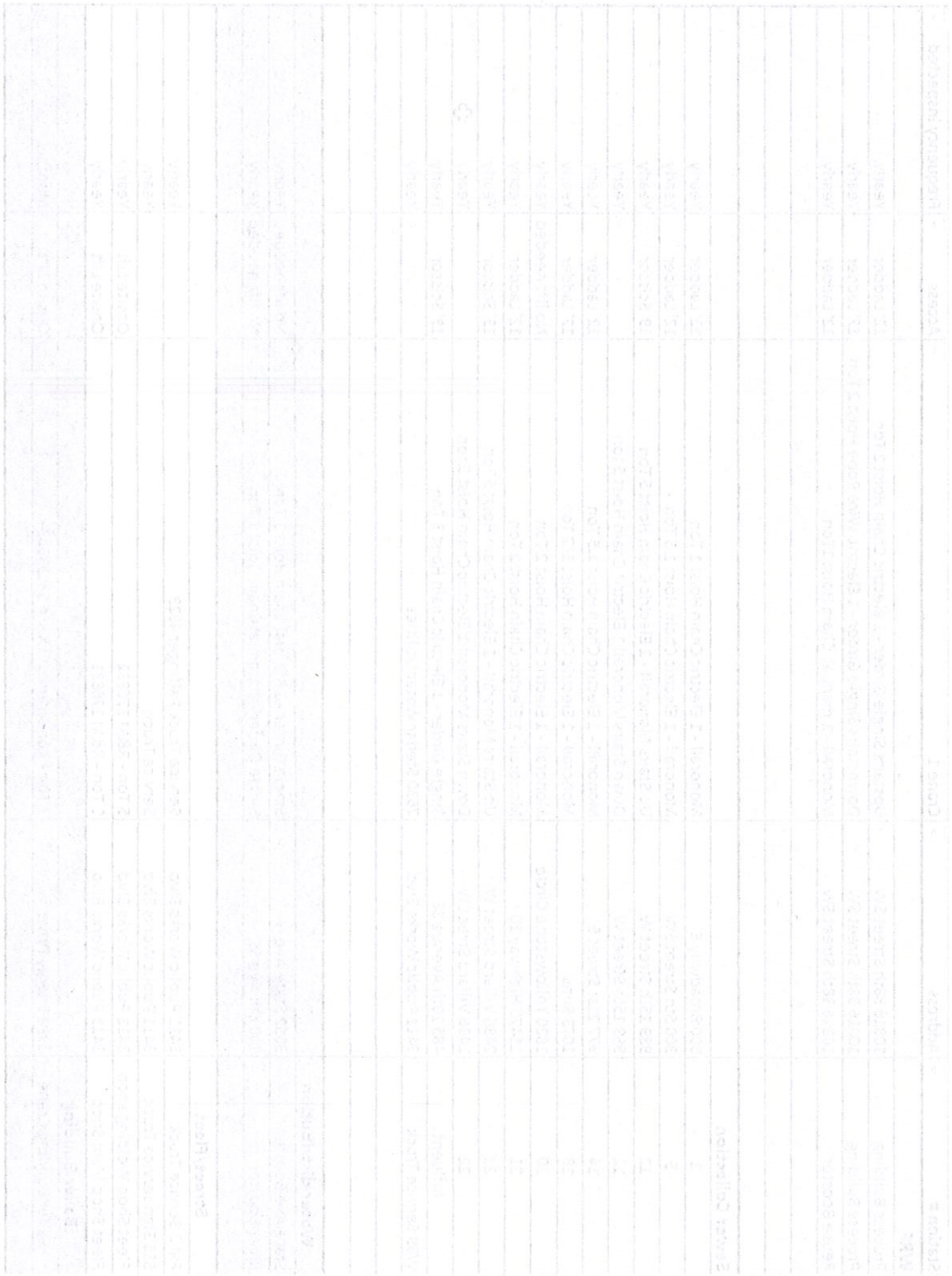
PROPOSER'S SIGNATURE	PROPOSER'S TITLE
Brandon Dunbar	Northern Crane & Equipment
PROPOSER'S PRINTED NAME	COMPANY NAME

CITY OF Dickinson North Dakota

Public Works Department

Appendix A

Station #	Address	Crane 1	Access	Frequency inspected
WRF				
Process Building	10816 38th Street SW	Upstairs Single Girder - 1 electric Chain Hoist 2 Ton	12' Ladder	Yearly
Process Building	10816 38th Street SW	Downstairs Single Girder - 1 Electric Wire Rope Hoist 2 Ton	12' Ladder	Yearly
Reuse Booster	10816 38th Street SW	Monorail - 1 manual Chain Hoist 1Ton	12' Ladder	Yearly
Sewer Collection				
1	500 Broadway E	Monorail - 1 Electric Chain Hoist 1 Ton	12' Ladder	Yearly
5	300 5th Street SW	Monorail - 1 Electric Chain Hoist 1.5 Ton	12' Ladder	Yearly
12	989 15th Street W	Up Stairs Monorail - 1 Electric Chain Hoist 5 Ton	19' Scissor	Yearly
12	989 15th Street W	Down Stairs Monorail 1 Electric Chain Hoist 5 ton		Yearly
14	977 21st Street E	Monorail - 1 Electric Chain Hoist 1.5 Ton	12' Ladder	Yearly
18	1073 Sims	Monorail - 1 Electric Chain Hoist 1/2 Ton	12' Ladder	Yearly
20	1820 Yellowstone Circle	Monorail - 1 Electric Chain Hoist 2 Ton	No lift needed	Yearly
21	11470 Highway 10	Monorail - 1 Electric Chain Hoist 2 Ton	12' Ladder	Yearly
22	2486 Villard Street W	Up Stairs Monorail - 1 Electric Chain Hoist 5 Ton	19' Scissor	Yearly
22	2486 Villard Street W	Down Stairs Monorail 1 Electric Chain Hoist 5 ton		Yearly
Influent	485 10th Avenue SE	Single Girder - 1 Electric Chain Hoist 3 Ton	19' Scissor	Yearly
W89 Service Truck	3411 Public Works Blvd	7630 Stellar Water Utilities		Yearly
Water distribution				
State Ave Booster	3052 State Ave N	Single Girder - 1 Manual Chain Hoist 1 Ton	No lift needed	Yearly
River Booster	140 6th Ave SE	Single Girder - 1 Manual Chain Hoist 1 Ton	No lift needed	Yearly
Street/Fleet				
FM 2 Service Truck	3411 Public Works Blvd	Service Truck Palfinger 4329		Yearly
S86 Sign service Truck	3411 Public Works Blvd	Service Truck		Yearly
Fleet Shop Welding shop	3411 Public Works Blvd	5 Ton - R&M 176832	Onsite Lift	Yearly
Fleet Shop Main Shop	3411 Public Works Blvd	5 Ton - R&M 176831	Onsite Lift	Yearly
Bailer Building				
Bailer Building Crane	3389 Energy Drive	2 Ton - Konecranes CLX s/n 58153963	Onsite Lift	Monthly



OFFER

Offer Number: 1-19QBE9R9/4

Customer:	City Of Dickinson	**Subject:**	Inspection and Maintenance Agreement
Address:	3389 Energy Dr Dickinson, North Dakota 58601	**Reference:**	2025
		Konecranes Contact:	Rob Wegner
Contact:	Aaron Praus	**Inquiry Date:**	8/9/2023
Phone:	701-456-7840	**Offer Date:**	2/10/2025
Email:	aaron.praus@dickinsongov.com	**Offer Valid Until:**	3/20/2025

Dear Aaron Praus,

We appreciate your consideration of our maintenance programs and the opportunity to be of service. Konecranes is the leading provider of comprehensive maintenance services for overhead cranes, port equipment and machine tools and a global manufacturer of material handling equipment.

Lifecycle Care is Konecranes comprehensive and systematic approach to maintenance, supported by world-class tools and processes. For further information, we invite you to watch our Lifecycle Care video http://www.konecranes.com/service/crane-service/lifecycle-care.

Based on our discussions and assessment of your equipment and operations, we recommend our Care Preventive Maintenance Program. Please refer to the attached proposal for details.

Best regards,

Rob Wegner

- MAINMAN Assessment and Routine Maintenance on 22 assets
- OSHA Frequent / Monthly Inspection on the Bailer Building Crane

This cover page is not part of the offer and is not legally binding in any manner. The offer begins from the following page. No statement of this cover letter shall be construed as condition or warranty of the offer.

Konecranes, Inc., 877 SW 3rd St, Ste 1, New Brighton, Minnesota, USA, 55112-3496
Email: robyn.wegner@konecranes.com Business ID . Springfield Ohio 45502-9339. http://www.konecranesusa.com/

Based on our discussion and your inputs, we are offering the following maintenance program with the products as described. The scope of this offer includes the following Programs or Products:

CARE

The CARE Preventive Maintenance Program is the foundation of lifecycle care. It has been designed to improve equipment safety and productivity through the systematic application of preventive maintenance inspections, routine maintenance, the risk and recommendation method, and remote monitoring where available.

CARE is tailored based on equipment specifics, duty classification, usage, environment, statutory requirements, manufacturers' recommendations and service history.

MAINMAN™ Assessment, or MAINMAN Planned Maintenance, is the core Service Product of the CARE Preventive Maintenance Program and provides a baseline for maintenance planning, tracking, reporting and Customer consultation.

Deliverables

- Service Reports
- Safety Notification delivered before crane is put back into operation, when applicable
- Access to Customer Portal (yourKONECRANES)

Benefits of yourKONECRANES

- Shows data in easy-to-read graphs and charts that can help you see anomalies, patterns and trends to help identify abnormal equipment usage and build insights that promote more effective decision making.
- Streamlines data access by organizing large volumes of information—including TRUCONNECT operating statistics and alerts—in a single location.
- Provides fault history and prioritizes assets according to chosen criteria for a quick view of pain points for a single asset or across your entire fleet.
- Gives you quick access to your service information including reports that can be downloaded and shared.

MAINMAN® ASSESSMENT

Description

The MAINMAN Assessment is a preventive maintenance inspection that provides a baseline for maintenance planning, tracking, reporting and consultation. It is designed to provide an in-depth picture of the condition of the equipment while also fulfilling the requirements of the periodic compliance inspection in the US and Canada. Certified inspectors use Konecranes proprietary maintenance software, MAINMAN, to perform detailed preventive maintenance assessments.

Findings identified at the time of the inspection are systematically interpreted, categorized and reported using our proprietary Risk and Recommendation Method. The report not only assists in the planning of needed actions to keep equipment safe to use and compliant with statutory regulations, but it also provides prioritized recommendations to further improve the reliability and performance of the equipment.

Benefits

- Helps fulfill periodic compliance inspection requirements
- Helps identify safety and production risks
- Consultative approach helps guide decision making
- Records inspection findings in such detail that preventive maintenance and other actions can be planned and executed

Konecranes, Inc., 877 SW 3rd St, Ste 1, New Brighton, Minnesota, USA, 55112-3496
Email: robyn.wegner@konecranes.com Business ID . Springfield Ohio 45502-9339. http://www.konecranesusa.com/

Deliverables

- Safety Notification delivered before equipment is returned to operation, when applicable
- MAINMAN Report
- Inspection label attached to the crane

ROUTINE MAINTENANCE

Description

Routine Maintenance has been designed to perform maintenance work such as adjusting and lubricating with the intent of satisfying manufacturer maintenance instructions.

Benefits

- Can help reduce component wear and unplanned downtime
- Helps maintain equipment performance and availability

Deliverables

- Safety Notification delivered before the equipment is returned to operation, when applicable
- Service report

OSHA FREQUENT COMPLIANCE INSPECTION

Description

The OSHA Frequent Compliance Inspection has been designed to inspect equipment for deficiencies and deviations as defined in the OSHA safety and health regulations set forth for the frequent compliance inspection.

A Konecranes trained and qualified inspector will perform the inspection and give recommendations for repair, replacement or adjustment.

The inspection interval is defined in OSHA requirements. Frequency is determined taking into account crane usage and operating environment.

Benefits

- Satisfies regulatory requirements helping you stay compliant
- Safety and production risks are documented and recommendations for corrective actions are provided
- Provides recommendations for improving the safety, productivity, application or useful life of the asset

Deliverables

- Safety Notification delivered before equipment is returned to operation, when applicable
- Inspection report that fulfills statutory requirements
- Monthly certification record for hook and wire rope or load chain

Scope for Programs or Products is determined in more detail in the description(s) attached hereto.

Konecranes, Inc., 877 SW 3rd St, Ste 1, New Brighton, Minnesota, USA, 55112-3496
Email: robyn.wegner@konecranes.com Business ID . Springfield Ohio 45502-9339. http://www.konecranesusa.com/

Pricing Summary

Total price is $12,558.67.
Pricing summary details are attached.

- 2025 Total Price - $12,558.67
- 2026 Total Price - $13,061.00
- 2027 Total Price - $13,583.44

Prices quoted herein are exclusive of all taxes, charges and duties (including but not limited to value added tax and bank charges), and any such items shall be paid by you or reimbursed by you in case paid by us.

Delivery Time

At the present time, the estimated start date of this program is 4/14/2025 and the planned end date is 4/13/2028. Subsequent service visits shall be carried out in accordance with the schedule set forth in section “Life Cycle Maintenance Plan Summary” of this offer. The specific timing of service is subject to confirmation by our office at the time of your acceptance.

Manlift

Manlift for work will be provided by **Konecranes, Inc.**
Aerial platform including transport and insurance. If you provide an aerial platform yourself, it must be sufficiently clean and inspected in connection with safety. Our staff can therefore refuse the machine with proper substantiation.

Terms of Payment

All payments in 15 Days net from date of invoice.

Invoicing Frequency

Invoicing occurs every service visit month.

Validity of Offer

This offer is valid until 3/20/2025. Please accept this offer by placing your signature at the end of this document and returning it to us.

This quotation, proposal or offer is subject to and incorporates as if fully rewritten herein the Seller’s Standard Terms and Conditions of Sale (Revision 06.01.2021), a copy of which is attached hereto or is available at www.konecranesUSA.com or upon request of Buyer.

Any of the following actions will also constitute your unqualified acceptance of this offer: we receive a verbal or written purchase order, work order, or other similar order for the services contemplated herein from you; you remain silent and we perform the services under this offer and you are aware of such performance; we receive full or partial payment for the services contemplated herein; or any other conduct by you that recognizes the existence of a contract with respect to the subject matter of this offer.

Konecranes, Inc., 877 SW 3rd St, Ste 1, New Brighton, Minnesota, USA, 55112-3496
Email: robyn.wegner@konecranes.com Business ID . Springfield Ohio 45502-9339. http://www.konecranesusa.com/

We sincerely appreciate the opportunity to be of service. Should you have any question, please contact us at any time.

Thank you

Konecranes, Inc.

Rob Wegner

Digitally signed by Rob Wegner
DN: OU=Service Sales, O=Konecranes, CN=Rob Wegner, E=robyn.wegner@konecranes.com
Reason: I am approving this document
Location:
Date: 2025.03.13 12:41:07-05'00'
Foxit PDF Editor Pro Version: 12.1.3

Rob Wegner

Tel: (701) 934-5716

robyn.wegner@konecranes.com

Accepted:

City Of Dickinson

_____

PO number:

_____

Konecranes, Inc., 877 SW 3rd St, Ste 1, New Brighton, Minnesota, USA, 55112-3496
Email: robyn.wegner@konecranes.com Business ID . Springfield Ohio 45502-9339. http://www.konecranesusa.com/

ATTACHMENTS

Product Scope:

CARE

The following are included in the CARE Program:

- One of the following preventive maintenance products:
  - MAINMAN Assessment combined with Routine Maintenance
  - MAINMAN Planned Maintenance,
  - Periodic Compliance Inspection combined with Routine Maintenance
- Application of Risk and Recommendation Method
- Visit/Safety Review
- Service Review
- Business Review

MAINMAN® ASSESSMENT

The MAINMAN Assessment includes a visual inspection, as well as operational and functional test of the equipment.

Konecranes will typically inspect mechanical components for maladjustment, excessive wear, cracks, corrosion, improper attachment, improper function, deformations and oil leakages; and electrical components for improper function, corrosion, deterioration and improper attachment.

Inspected items typically include:

- Limit switches, overload protection and other safety devices
- Safety and operational labels, capacity markings
- Hoist brake, motor, coupling and gear
- Rope drum, rope/chain, rope sheaves/chain wheels, hook block, hook, hook latches
- Covers and guards
- Traveling, traversing and rotating machineries
- Mainline disconnect, crane main switch, power supply, electric panels, control devices
- Crane and trolley structures, end trucks, walkways and stairs
- Bumpers, end stops
- Pneumatic or hydraulic systems
- Lubrication points
- Lighting
- Previous inspection documents

NOTE: Inspected components depend on the equipment structure.

The following is not included:

- Measurements, except when the inspector verifies visual observation
- Lubrications, adjustments, load test, oil analysis, repairs or replacement of any parts
- Inspection of internal components that require disassembly, such as gear cases, coupling and internal hook block

Konecranes, Inc., 877 SW 3rd St, Ste 1, New Brighton, Minnesota, USA, 55112-3496
Email: robyn.wegner@konecranes.com Business ID . Springfield Ohio 45502-9339. http://www.konecranesusa.com/

ROUTINE MAINTENANCE

Routine Maintenance typically includes:

- Checking for proper equipment lubrication
- Lubrication of mechanical components, such as wire ropes, rope sheaves, hook-block, crane and trolley wheel assemblies, when necessary
- Supply of the basic lubricants used for the above mentioned objects
- Checking for correct oil level or quantity and, when necessary, top-off of hoist and travel gears and other machinery components
- Brake adjustments
- Limit switch adjustments
- Cleaning individual items as required for service.

The following is not included:

- Service of internal components that require disassembly, such as gear cases, coupling and internal hook block
- Inspections, replacements or repairs of components
- Special adjustment procedures such as motor or coupling alignment
- Oil change procedures and lubricants needed for it

OSHA FREQUENT COMPLIANCE INSPECTION

The service includes visual inspection of safety-critical components, as well as operational and functional tests of the equipment as defined in applicable regulations.

Konecranes will typically inspect mechanical components for improper function, excessive wear, cracks, improper attachment and oil leakages; and electrical components for improper function and improper attachment.

Inspected objects typically include:

- Limit switches, overload protection and other safety devices
- Safety labels, capacity markings
- Hoist brake, motor, coupling and gear
- Rope drum, rope/chain, rope sheaves/chain wheels, hook block, hook, hook latches
- Mainline disconnect, crane main switch, control devices
- Walkways and stairs
- Bumpers, end stops
- Lighting

NOTE: Components to be inspected depend on the equipment structure.

Measurement of the hoisting wire rope and hook forging are included in the service.

The following is not included:

- Lubrications, adjustments, load test, oil analysis, repairs or replacement of any parts
- Inspection of internal components that require disassembly, such as gear cases, coupling and internal hook block

Konecranes, Inc., 877 SW 3rd St, Ste 1, New Brighton, Minnesota, USA, 55112-3496
Email: robyn.wegner@konecranes.com Business ID . Springfield Ohio 45502-9339. http://www.konecranesusa.com/

Life Cycle Maintenance Plan Details

#	Asset Details	Service Product	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	1-101850611429 Monorail system - 1 trolley electric chain hoist 500 Broadway E	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
2	1-101850611433 Monorail system - 1 trolley electric chain hoist 300 5th Street SW	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
3	1-101850611437 Monorail system - 1 trolley electric chain hoist 977 21st Street E	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
4	1-101850611441 Monorail system - 1 trolley electric chain hoist 1073 Sims	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
5	1-101850611445 Monorail system - 1 trolley electric chain hoist 1820 Yellowstone Circle	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
6	1-101850611449 Single girder EOT - 1 trolley chain hoist 10816 38th Street SW	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
7	1-101850611467 Single girder EOT - 1 trolley wire rope hoist 10816 38th Street SW	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
8	1-101850611491 Monorail system - 1 trolley electric chain hoist 10816 38th Street SW	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
9	1-101850611495 Single girder EOT - 1 trolley chain hoist 3052 State Ave N	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
10	1-101850611499 Single girder EOT - 1 trolley chain hoist 140 6th Ave SE	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
11	1-101850611513 Pillar jib crane - special 3411 Public Works Blvd	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
12	1-101850611517 Pillar jib crane - special 3411 Public Works Blvd	Routine Maintenance				✓								
		MAINMAN Assessment				✓								

Konecranes, Inc., 877 SW 3rd St, Ste 1, New Brighton, Minnesota, USA, 55112-3496
Email: robyn.wegner@konecranes.com Business ID . Springfield Ohio 45502-9339. http://www.konecranesusa.com/

13	1-101850611581 Pillar jib crane - special 3411 Public Works Blvd	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
14	1-40116422634 Single girder EOT - 1 trolley chain hoist Influent Station 3t	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
15	1-40117815789 Monorail system - 1 trolley electric chain hoist Lift # 12	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
16	1-40117860884 Single girder EOT - 1 trolley chain hoist Lift #12 5t	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
17	1-40120688824 Monorail system - 1 trolley electric chain hoist 2486 W Villard St.	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
18	1-40120689470 Monorail system - 1 trolley electric chain hoist Lift #12 5t	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
19	1-40120703813 Monorail system - 1 trolley electric chain hoist 11470 Hwy 10	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
20	1-40120840031 Single girder EOT - 1 trolley chain hoist West Lift Station 5t	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
21	MWS821577 Single girder EOT - 1 trolley chain hoist BALER BUILDING 2t	OSHA Frequent Compliance Inspection	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓
		Routine Maintenance				✓								
		MAINMAN Assessment				✓								
22	MWS825084 Single girder EOT - 1 trolley chain hoist PUBLIC WORKS SHOP 5t	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
23	MWS825086 Single girder EOT - 1 trolley chain hoist PUBLIC WORKS SHOP 5t	Routine Maintenance				✓								
		MAINMAN Assessment				✓								

Konecranes, Inc., 877 SW 3rd St, Ste 1, New Brighton, Minnesota, USA, 55112-3496
Email: robyn.wegner@konecranes.com Business ID . Springfield Ohio 45502-9339. http://www.konecranesusa.com/

Pricing Details – 2025/2026

Month	# of assets	Service Product	Offer Value
Jan	1	OSHA Frequent Compliance Inspection	$502.00
Feb	1	OSHA Frequent Compliance Inspection	$502.00
Mar	1	Routine Maintenance MAINMAN Assessment	$502.00
Apr	23	Routine Maintenance MAINMAN Assessment	$7,030.00
May	1		$502.00
Jun	1	OSHA Frequent Compliance Inspection	$502.00
Jul	1	OSHA Frequent Compliance Inspection	$502.00
Aug	1	OSHA Frequent Compliance Inspection	$502.00
Sep	1	OSHA Frequent Compliance Inspection	$502.00
Oct	1	OSHA Frequent Compliance Inspection	$502.00
Nov	1	OSHA Frequent Compliance Inspection	$502.00
Dec	1	OSHA Frequent Compliance Inspection	$508.67
		Total Price:	**$12,558.67**

Konecranes, Inc., 877 SW 3rd St, Ste 1, New Brighton, Minnesota, USA, 55112-3496
Email: robyn.wegner@konecranes.com Business ID . Springfield Ohio 45502-9339. http://www.konecranesusa.com/

STANDARD TERMS AND CONDITIONS OF SALE (DIRECT)

1. APPLICABILITY. The sale by Seller of any and all services ("Services") and/or goods ("Goods"), whether such Goods and Services are purchased and sold together, independent from, or in combination with one another, shall be conditioned upon, and subject to the following terms and conditions ("Terms and Conditions") which shall form an integral part of any agreement between Buyer and Seller. Buyer's acceptance of any quotation, proposal or offer made by Seller for the sale of Goods and Services (collectively, "Quotation") is expressly made subject to these Terms and Conditions and none of the Terms and Conditions may be added to, modified, superseded or otherwise altered except as revised in writing by Seller. Unless otherwise agreed in a writing signed by both Buyer and Seller, all orders for Goods and Services received by Seller shall be governed only by these Terms and Conditions, notwithstanding any terms and conditions in any purchase order, release order, or any other form issued by Buyer (collectively, a "Purchase Order"). Seller hereby objects to any terms and conditions which may be set forth, found in, or incorporated into any Purchase Order and hereby notifies Buyer that they are rejected.

2. PRICE. Prices quoted by Seller shall remain firm for a period of thirty (30) days from the date of a Quotation; provided, however, that Seller reserves the right, at any time prior to the acceptance of a Quotation by Buyer to adjust said prices by providing written notice to Buyer regarding any such adjustment. Quotations provided are priced based on Buyer's purchase of the entire scope of Goods and Services identified in a Quotation. If less than the entire scope of Goods and Services identified in a Quotation is ordered by Buyer, prices may vary. Unless otherwise stated in a Quotation, installation, commissioning, supervision and/or start-up services are not included in the price of Goods and Services to be provided by Seller. Buyer shall pay Seller to the extent of Services provided or for the quantity of Goods shipped should Seller be unable for any reason to provide and/or ship the entire scope of Goods and Services identified in a Quotation. Prices quoted by Seller are exclusive of all taxes (except taxes levied on Seller's income) including federal, state, provincial and local use, sales, property or similar taxes, and Buyer shall pay all such amounts and taxes in full or shall reimburse Seller for any such amounts and taxes paid by Seller.

3. SCOPE OF GOODS AND SERVICES. Goods and Services provided by Seller pursuant to a Quotation or a Purchase Order are limited exclusively, at the express request of Buyer, to the Goods and Services expressly identified in such Quotation and, to the extent applicable, further limited by the terms, conditions, limitations and disclaimers set forth in any report derived from Seller's provision of Services. As a result, Seller does not assume responsibility and/or liability for the failure to provide any other Goods and Services. Unless specifically agreed in writing signed by both Buyer and Seller or otherwise set forth in a Quotation, inspection services provided by Seller are limited to the visual observation of readily observable items that are safely and conveniently accessible without dismantling, in whole or in part, the object under inspection. Modifications, additions or deletions to or from the scope referenced in a Quotation whether set forth in a Purchase Order or otherwise shall only be effective if evidenced in writing signed by Seller and the sale of any and all Goods and Services affected by such modification, addition or deletion shall be subject to these Terms and Conditions whether or not referenced therein. All sales Goods and Services are final.

4. PAYMENT TERMS. Unless otherwise provided in the Quotation or agreed in a writing signed by both Buyer and Seller, all Seller invoices shall be paid by Buyer within fifteen (15) days of the date of invoice. If Buyer fails to timely pay invoices, Seller shall be entitled to suspend performance of all Services and deliveries of Goods and issue a late charge equivalent to the lesser of one and one half percent (1 1/2%) per month (eighteen percent (18%) per annum) or the maximum rate allowed by law on all unpaid invoices or invoices not paid in accordance with these Terms and Conditions. Buyer shall reimburse Seller for all expenses, regardless of their nature or type (including attorneys' fees), related in any way to Seller's collection of invoices not paid in accordance with these Terms and Conditions or otherwise incurred by Seller in the enforcement of these Terms and Conditions. Buyer shall make progress payments as stated in the applicable Quotation, Purchase Order or otherwise agreed to in a writing signed by Buyer and Seller. Buyer shall have no right to offset any amounts due Seller by any payment or other obligation which Seller or any of its affiliates may owe to Buyer.

5. CANCELLATION. Any agreement for the purchase and sale of Goods and/or Services may be cancelled by Seller (in whole or in part) at any time if (a) Buyer fails to strictly comply with the terms governing the agreement, (b) Buyer becomes insolvent, appoints or has appointed a receiver, or makes an assignment for the benefit of creditors, (c) to the extent permitted by law, a petition in bankruptcy or insolvency is filed by or against Buyer, or (d) Seller requests and is unable to secure acceptable payment assurances from Buyer for the Goods and Services identified in such agreement, or (e) amounts due Seller by Buyer are unpaid past the due date therefor. Upon cancellation of an agreement, Buyer shall be obligated to pay to Seller the price for all Services performed to date and all Goods that are or can be completed and shipped within thirty (30) days of the date of cancellation, all special tooling for which commitments have been made by Seller, and all of Seller's costs, expenses and reasonable profit for work in process as of the date of cancellation.

6. CREDIT APPROVAL. All sales of Goods and Services are subject to Buyer credit approval by Seller. Seller reserves the right to refuse shipment or provision of any and all Goods and Services identified in any Quotation, Purchase Order or other agreement between Buyer and Seller and/or modify the payment terms identified therein or in Section 4 hereof.

7. DELIVERY TERMS AND DELAYS.

a. Risk of Loss/Title. Unless otherwise identified in a Quotation, all shipments of Goods are F.C.A. Seller's plant, warehouse or dock, as defined by Incoterms® 2020, and all risk of loss with respect to any Goods shipped shall pass to Buyer when such Goods are delivered to the carrier at such plant, warehouse or dock. Title to Goods shall transfer to Buyer upon Seller's receipt of payment in full for all Goods and Services provided pursuant to a Quotation, Purchase Order or other agreement between Buyer and Seller.

b. Delivery. All dates for the shipment and/or delivery or provision of Goods and Services are approximate. Delivery and shipping schedules shall be computed no earlier than from the later date that Buyer accepts a Quotation or Seller accepts a Purchase Order from Buyer, or in the case of special items, from the date Seller receives all information necessary to proceed. Delivery and shipping schedules will be confirmed by Seller following Seller's acceptance of a Purchase Order. Seller shall not be liable for delay in or failure to make shipment and/or delivery of Goods or commencement, performance or completion of Services by any identified date for any reason whatsoever. In the event of any delay, regardless of the cause, the parties shall agree upon a new date for the shipment and/or delivery of Goods and/or commencement, performance or completion of Services. In the event of any delay caused by Buyer, Buyer shall pay Seller for all costs and expenses incurred by Seller related to such delay. Buyer hereby acknowledges and agrees that (i) Seller and its personnel may, at its and their sole discretion, use a portable/handheld/cellular electronic device and software in connection with the Services, and (ii) any signature of Buyer and/or its employee or representative using, applied to, or on such device shall be deemed to be Buyer's written signature acknowledging Buyer's acceptance and Seller's delivery of the Services.

c. Freight Charges. Any reference to freight charges contained in a Quotation is an estimate. Seller is not responsible for any differences that may occur between freight estimates contained in a Quotation and actual freight charges applicable at the time of shipment, and Buyer shall incur and be responsible for all costs associated therewith.

d. Export/Packaging. Goods shall be packaged in accordance with Seller's standard procedures for transportation under normal conditions. Unless otherwise identified in a Quotation, quoted prices do not include the cost for export or special packaging of Goods, and Buyer shall assume and be responsible for those extra costs associated with such export and packaging.

e. Cost of Goods. Unless otherwise stated in a Quotation, Buyer shall pay all cost increases Seller is assessed for materials incorporated into Goods and Services, including but not limited to steel, copper, and fuel surcharges, to the extent such increases exceed any estimated costs used by Seller to develop a Quotation by ten percent (10%) and which occurs after the issuance of a Quotation, but prior to the provision of the Services and/or delivery of the Goods.

f. Site Condition. Buyer warrants that the site where Goods are to be delivered and/or installed and/or where Services are to be performed shall be ready and adequate for Seller's delivery and/or installation of the Goods and/or performance of Services. Buyer's obligations in this regard include but are not limited to the removal of all obstructions and institution of adequate safety measures to protect Seller's property, employees, agents and contractors. Buyer shall be responsible for all costs and expenses associated with Seller's delay and/or inability to deliver and/or install the Goods or perform any Services related to Buyer's failure to comply with this Section 7.f. Seller in no way warrants the sufficiency of the site, in whole or in part, where the Services are performed and/or Goods are to be delivered, installed and/or used.

g. Returns. Goods that are spare or replacement parts ("Spare Parts") may only be returned (i) within thirty (30) days of purchase, (ii) after authorization of Seller, and (iii) in "as new" condition. Returned Spare Parts must be shipped prepaid by Buyer. Buyer will be charged a restocking charge of twenty-five percent (25%) for all returned Spare Parts. Goods and Spare Parts that are custom made for Buyer and/or ordered specifically for Buyer and are not stocked by Seller and any Goods that do not constitute Spare Parts may not be returned by Buyer.

8. SECURITY INTEREST. Buyer hereby grants Seller a security interest in the Goods to secure the unpaid balance of the price and all other obligations of Buyer to Seller however arising. Buyer authorizes Seller to file all necessary financing statements and other similar documents required to perfect the security interest granted herein and irrevocably grants Seller a power of attorney to execute any documents on behalf of Buyer relating thereto.

9. WARRANTIES.

a. Goods/Spare Parts manufactured by Seller and/or its affiliates ("Seller Products") and Goods/Spare Parts manufactured by parties other than Seller and/or its affiliates ("Third Party Products"). Unless otherwise agreed in a writing signed by Buyer and Seller, the sale and provision of any and all Seller Products, either as a result of Seller Products that are incorporated into Services provided pursuant to a Quotation, Purchase Order, or other agreement between Buyer and Seller, or are purchased independently from the provision of any Services, are conditioned upon, and subject to Seller's Standard Warranty for such Seller Product in effect on the date of sale (incorporated by reference as if fully rewritten herein and a copy of which is attached to the Quotation or is available at www.konecranesUSA.com or upon request of Buyer). Repair and replacement of Seller Products provided pursuant to the Standard Warranty does not extend the original warranty provided with any Seller Products at the time of sale. Notwithstanding anything to the contrary in any verbal order or Purchase Order, any verbal order or Purchase Order issued by Buyer to confirm any purchase of Goods and/or Services or receipt of any of the Goods identified in a Quotation shall serve as conclusive proof that Buyer has reviewed and agrees to be bound by the terms of Seller's Standard Warranty. Third Party Products are not warranted by Seller. Third Party Products may be warranted separately by their respective manufacturers and Seller shall, to the extent possible, assign to Buyer whatever rights Seller may obtain under any such warranties.

b. Services. Seller warrants that all Services performed by Seller will conform in all material respects to the description of Services identified in a Quotation and will be performed in a good, workmanlike manner. All claims for breach of this warranty for Services performed by Seller must be brought by Buyer within six (6) months of the date of Seller's performance of such Services; provided, however, Buyer shall notify Seller of any alleged warranty claims within seventy two (72) hours of Buyer's discovery thereof. Buyer's failure to comply with the terms of this procedure shall void the warranty in this Section 9.b.

Konecranes, Inc., 877 SW 3rd St, Ste 1, New Brighton, Minnesota, USA, 55112-3496
Email: robyn.wegner@konecranes.com Business ID . Springfield Ohio 45502-9339. http://www.konecranesusa.com/

Seller does not warrant services provided by any third party. Buyer's sole and exclusive remedy for Seller's breach of the warranty in this Section 9.b. for Services performed by Seller shall be the reperformance of such Services by Seller. Buyer acknowledges and agrees that Seller shall have no liability for loss of use or downtime, lost profits, or any indirect, incidental, or consequential damages arising from Seller's breach of this warranty for Services.

c. Inherent Defects. To the extent remanufacturing, refurbishment, modernization, and/or modification services are included within the scope of Services identified in a Quotation, Purchase Order, or any agreement between Buyer and Seller, any defect in Buyer's equipment to which Seller performs such remanufacturing, refurbishment, modernization, and/or modification services that is attributable in whole or in part to engineering, design specifications, latent defects, corrosion, or fatigue that are inherent to and/or present in or on the equipment is not covered by any warranty of Seller, and Seller shall not be liable for any costs, expenses, losses, or damages of any nature whatsoever that are caused in whole or in part by any such defect.

d. Non-Transferable. The express warranties of Seller set forth herein are limited to and only for the benefit of Buyer and are not transferable or assignable by Buyer without the prior written consent of Seller.

THE FOREGOING WARRANTIES REPRESENT THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER TO BUYER WITH RESPECT TO THE GOODS AND SERVICES AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER HEREBY WAIVES ANY CLAIM THAT ANY EXCLUSIONS OR LIMITATIONS OF ANY WARRANTY PROVIDED BY SELLER DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE ITS AGREEMENT WITH SELLER TO FAIL OF ITS ESSENTIAL PURPOSE. BUYER SHALL BE ENTITLED TO NO OTHER REMEDY REGARDLESS OF THE FORM OF CLAIM OR CAUSE OF ACTION, WHETHER BASED IN AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

10. LIMITATION OF DAMAGES. SELLER SHALL HAVE NO LIABILITY TO BUYER OR ANY END USER OF GOODS OR SERVICES PROVIDED UNDER A QUOTATION, PURCHASE ORDER, OR ANY OTHER AGREEMENT BETWEEN BUYER AND SELLER WITH RESPECT TO THE SALE OF GOODS OR PROVISION OF SERVICES FOR LOST PROFITS, LOSS OF USE OR DOWNTIME, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF ANY KIND WHETHER ARISING IN CONTRACT, TORT, PRODUCT LIABILITY OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH LOST PROFITS, LOSS OF USE OR DOWNTIME, OR DAMAGES. SELLER'S AGGREGATE AND TOTAL LIABILITY FOR ALL DAMAGES OF ANY NATURE WHATSOEVER TO BUYER AND/OR ANY END USER OF GOODS OR SERVICES PROVIDED UNDER A QUOTATION, PURCHASE ORDER OR ANY OTHER AGREEMENT BETWEEN BUYER AND SELLER SHALL BE LIMITED TO AND IN NO EVENT SHALL EXCEED THE TOTAL PRICE PAID BY BUYER FOR SUCH GOODS AND SERVICES. BUYER HEREBY EXPRESSLY WAIVES ITS RIGHT TO ASSERT A CLAIM OR DEFENSE FOR RECOUPMENT AND/OR SETOFF, EQUITABLE OR OTHERWISE, WHEN BUYER'S UNDERLYING CLAIM WOULD BE BARRED BY THE APPLICABLE STATUTE OF LIMITATIONS PERIOD.

11. CONFIDENTIALITY; LICENSE. Unless allowed by law, Buyer shall not, at any time disclose to any other person or entity any information provided to Buyer relating to the business of Seller including without limitation, plans and specifications and any other inventions, devices, formulas, processes, programs, software, listings, print-outs, documentation, notes, charts, manuals, programming aids, source codes, object codes, compilations, technology, know-how, price lists, costs, policies, techniques, trade practices, accounting methods, methods of operation or other data that Seller considers confidential, and trade secrets of every kind relating to Seller's business, whether or not patentable or copyrightable. Such information shall remain the exclusive property of Seller and shall be destroyed or returned to Seller upon request at any time. Further, these Terms and Conditions do not constitute a license or authorization of any kind for Buyer to use any of the trademarks or trade names owned or licensed by Seller. Buyer hereby grants to Seller a worldwide, irrevocable, royalty-free, non-exclusive license to collect, store and use any data collected by Seller during the performance of any inspection and/or other Services or through a Data Connection (as defined below) for any internal purposes of Seller, including but not limited to research and development.

12. INDEMNIFICATION; WAIVER OF IMMUNITY. SELLER SHALL NOT BE LIABLE FOR AND BUYER SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER AND ANY ENTITY AFFILIATED IN ANY WAY THEREWITH FROM ANY CLAIMS, DEMANDS, DAMAGES (REGARDLESS OF THEIR TYPE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL), LIABILITIES, LOSSES AND EXPENSES (WHETHER KNOWN OR UNKNOWN, PRESENT OR FUTURE), AND ANY AND ALL LIABILITY, OF AND FROM ANY AND ALL MANNER OF SUITS, ACTIONS OR CAUSE(S) OF ACTION (INCLUDING BUT NOT LIMITED TO SUITS FOR CONTRIBUTION AND/OR INDEMNITY AND ALL SUITS IN LAW, IN EQUITY, OR UNDER STATUTE, OF WHATEVER KIND OR NATURE) ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF ACTS OR OMISSIONS OF BUYER, ITS AGENTS, CONTRACTORS, EMPLOYEES OR ANY PERSON UNDER THEIR CONTROL (OTHER THAN SELLER) OR RELATING IN ANY WAY TO GOODS AND SERVICES PROVIDED UNDER A QUOTATION, A PURCHASE ORDER OR ANY OTHER AGREEMENT BETWEEN BUYER AND SELLER OR THE EQUIPMENT RELATED THERETO, INCLUDING, BUT NOT LIMITED TO BUYER'S USE, INSTALLATION, INCORPORATION OR SELECTION THEREOF. BUYER HEREBY WAIVES ANY IMMUNITY OR DEFENSE UNDER APPLICABLE WORKERS' COMPENSATION LAWS OR OTHER LAWS THAT WOULD OTHERWISE LIMIT BUYER'S OBLIGATIONS HEREUNDER. MOREOVER, BUYER WAIVES ANY REQUIREMENT SET FORTH BY THE STATUE OF FRAUDS OR OTHERWISE, THAT THESE INDEMNIFICATION OBLIGATIONS MUST BE SIGNED BY BUYER AND/OR SELLER AND REPRESENTS THAT BY ISSUING A PURCHASE ORDER, SIGNED OR OTHERWISE, AND/OR ACCEPTING THE GOODS OR SERVICES, BUYER EXPRESSLY CONSENTS TO THE INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN.

13. MANUALS. To the extent a manual is to be delivered to Buyer for Goods (applicable exclusively to those Goods where such a manual is produced) Seller will provide one digital or paper copy of such Manual to Buyer at no additional cost and for each additional manual requested by Buyer, Seller reserves the right to assess an additional charge, per manual. Each manual produced by Seller is a confidential, proprietary, and copyrighted document and may not be copied, published, or reproduced in any manner or form without prior written agreement of Seller. Such agreement is at the sole discretion of Seller and Seller may revoke the same at its discretion at any time.

14. DATA COLLECTION. The Goods purchased by Buyer may have functionality through an included monitoring unit that monitors and records data related to certain aspects of equipment usage ("Monitoring Unit") and a data connection that transmits such data related to certain aspects of equipment usage ("Data Connection"). Buyer acknowledges and agrees that the Monitoring Unit and Data Connection may be activated by Seller, Buyer, or another party immediately upon or at any time following installation of Goods and the data collected will be transmitted to and collected by Seller or its affiliates through the Data Connection. Buyer, on behalf of itself, any end user of Goods ("End User") and any individual identified or identifiable by Goods usage data, hereby consents to the collection, storage and use by Seller of such information and agrees that Seller's collection of such information may continue until such time that Buyer or End User (a) if applicable, terminate its agreement to receive and/or purchase remote monitoring services from Seller or its affiliates, or (b) otherwise directs Seller in writing to deactivate the Data Connection (provided, however, Buyer hereby acknowledges and agrees that deactivation of the Data Connection may not be immediate and Seller will use its commercially reasonable best efforts to deactivate the Data Connection as promptly as possible). Buyer further accepts and agrees that Seller shall not actively monitor or inspect any Goods or Goods usage data or other information that is generated, collected or stored by a Monitoring Unit incorporated into any Goods and/or transmitted through the Data Connection. Regardless of the nature of information collected by Seller, Buyer acknowledges and agrees that Seller shall have no obligation to alert or notify Buyer of any information collected by Seller except as specifically set forth in a separate agreement between Seller and Buyer and, unless and until Buyer has agreed to purchase or receive remote monitoring services offered by Seller, Seller shall be under no obligation to provide any Goods data to Buyer.

15. SELLER PORTAL AND APP. Seller may provide Buyer with access to an internet-based portal and/or software application(s) that may be accessed and/or downloaded and installed from the relevant application stores (collectively, "Seller Portal and App"). Buyer shall act in strict compliance with the applicable terms of use of the Seller Portal and App which shall be available in the Seller Portal and App and/or provided to Buyer upon request. Buyer expressly accepts and agrees that the Seller Portal and App shall be provided "as is" and on an as-available basis, without warranties of any kind, either express or implied, made in relation to the correctness, accuracy or reliability of the Seller Portal and App. Seller does not warrant that (i) the Seller Portal and App or any related data transfers or servers that makes the service available are free from viruses or other harmful components or will be uninterrupted, undisrupted, or error-free, or (ii) the Seller Portal and App will detect any particular failure, fault, or condition or provide any particular degree of advance warning of an impending failure, fault or condition of any Goods. Seller reserves the right to revise or modify the Seller Portal and App and the contents and features thereof or deny access to them at any time. The provisions of this Section 15 are in addition to and not in lieu of any terms of use associated with Buyer's use of the Seller Portal and App.

16. NON-DESTRUCTIVE TESTING. To the extent applicable, the scope and performance of any inspection by Seller as all or part of the Services utilizing Magnetic Particle Testing (MT), Magnetic Rubber Testing (MRI) and/or Liquid Penetrant Testing (PT), and the preparation of the report derived therefrom, are limited to the detection of exposed surface flaws no less than 150 nanometers in diameter. MT, MRI, and PT are highly sensitive to external conditions and to the characteristics of the inspected material, component, or assembly and Contaminations on inspected surfaces may mask actual defects. As such, notwithstanding the performance of any such inspection by Seller and regardless of any representation made to the contrary, including the inspection report prepared by Seller, latent, sub-surface, and/or covered surface flaws may exist on the subject material on the date of inspection, and Buyer is hereby notified of the potential existence thereof.

17. DISCLAIMER (Inspection Services and/or Preventive Maintenance Programs). Notwithstanding any representation made by any party to the contrary in any other verbal or written communication, the performance by Seller of any equipment (or component) inspection as all or part of the Services under a Quotation, Purchase Order or any agreement between Buyer and Seller and the preparation of the report derived therefrom are conditioned upon and evidence of Buyer's acknowledgment and acceptance of the following additional terms, conditions, and disclaimers:

a. At the request of Buyer, the scope of any equipment (or component) inspection performed by Seller is limited exclusively to a search for readily observable defects apparent on the equipment and on those equipment component parts identified in the inspection scope accompanying a Quotation that are safely and conveniently accessible to the inspecting personnel. Seller shall not dismantle the equipment or the equipment components to be inspected, nor shall it use any other means to inspect and detect latent or non-observable defective conditions in the equipment or its components. Notwithstanding the performance of this inspection and regardless of any representation made in any report to the contrary, including the inspection report prepared by Seller, latent or non-observable defects may exist or develop on or in the subject equipment or its components on or following the moment of inspection and Buyer is hereby notified of the potential existence thereof. The use of equipment possessing any defect, including latent or non-observable defects, may result in catastrophic equipment failure potentially causing damage to property or injury or death to persons in, on or around the subject equipment.

b. The conditions identified during the equipment (or component) inspection and reported by Seller orally or in writing are representative of the condition of the subject equipment and its components as they appeared during the inspection. These conditions can and will change immediately following inspection due to the use or non-use of the subject equipment (and its components). The information provided to Buyer as a result of and following an inspection does not reflect any changes in the condition of the subject equipment and/or its components following inspection by Seller and Buyer retains and/or assumes all risk for such changes in condition. Buyer is hereby notified and acknowledges and agrees that delivery by email or other electronic means of any report prepared by

Konecranes, Inc., 877 SW 3rd St, Ste 1, New Brighton, Minnesota, USA, 55112-3496
Email: robyn.wegner@konecranes.com Business ID . Springfield Ohio 45502-9339. http://www.konecranesusa.com/

Seller setting forth the results of an inspection or the making available of such report to Buyer in any electronic portal or platform that is accessible to Buyer constitutes delivery to and acknowledgment of receipt by Buyer of such report.

c. The decision following an inspection concerning whether or not to repair or replace the equipment or any deficient component of the subject equipment lies exclusively with Buyer. By completing the inspection and preparing the inspection report, Seller expressly recommends that Buyer authorize the repair and/or replacement of the equipment or any component identified during the inspection or listed in the report derived therefrom as deficient in any manner or degree prior to operating the subject equipment. Seller hereby notifies Buyer that any inspection report may contain information regarding deficient equipment and/or components thereof that require the immediate attention of Buyer and that any failure to repair and/or replace such deficient equipment and components thereof may result in catastrophic equipment failure causing damage to property or injury or death to persons in, on or around the subject equipment.

d. SELLER IS NOT LIABLE FOR CLAIMS, DEMANDS, DAMAGES, OR LIABILITY ARISING FROM (I) CAUSES OUTSIDE THE SCOPE OF THE INSPECTION AS IDENTIFIED IN SECTION 17.A., (II) ANY CONDITION THAT OCCURS FOLLOWING THE INSPECTION AS IDENTIFIED IN SECTION 17.B., (III) FAILURE OF BUYER TO REPAIR OR REPLACE ANY EQUIPMENT OR COMPONENT AS IDENTIFIED IN SECTION 17.C., OR (IV) FLAWS THAT ARE NOT DETECTABLE BY OR WHOSE DETECTION IS LIMITED WHEN UTILIZING THE INSPECTION METHODS DESCRIBED IN SECTION 16.

18. NON-SOLICITATION. Buyer agrees, on behalf of itself and its parents, subsidiaries, affiliates, successors and assigns, that during Seller's performance of any Services and for a period of one (1) year thereafter, Buyer shall not directly or indirectly solicit, entice, approach, offer employment to, or employ in any capacity any employee of Seller. For purposes of this section the term "employee" means any individual actively employed by Seller at the later of the time a Quotation for the Services is accepted by Buyer, a Purchase Order for the Services is accepted Seller, or a separate agreement for such Services is entered into by Buyer and Seller.

19. APPROVAL DRAWINGS. Approval drawings, if provided to Buyer by Seller and either signed by a representative of Buyer with apparent authority to do so or not objected to by Buyer in writing within a reasonable time or, if required, the time required by Seller, shall constitute exclusive proof regarding Buyer's verification and acceptance of the dimensions and other information relating to the goods described therein, and Seller shall be entitled to rely on such approval drawings to provide the Goods and Services referenced therein. Buyer hereby assumes any and all responsibility for any inaccurate or incomplete information contained therein.

20. COMPLIANCE WITH LAWS; EMBARGOES AND ECONOMIC SANCTIONS COMPLIANCE. Buyer shall at all times comply with all federal, state, local and provincial laws, ordinances, regulations, and orders that are applicable to the Goods and Services provided by Seller and its performance hereunder, except to the extent that failure to comply therewith could not or would not, in the aggregate, reasonably be expected to have a material adverse effect on its business or its ability to comply with its obligations under these Terms and Conditions.

Buyer represents and warrants that Buyer: (i) is and shall remain in compliance with all laws administered by the United States Office of Foreign Assets Control or any other applicable governmental entity imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries, entities and persons (collectively, "Embargoed Targets"); (ii) is not an Embargoed Target or otherwise subject to any Economic Sanctions Law; and (iii) shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, Buyer shall not (a) directly or indirectly export, re-export, transship or otherwise deliver any Goods and Services provided by Seller or any portion of such Goods and Services to an Embargoed Target, or (b) broker, finance or otherwise facilitate any transaction in violation of any Economic Sanctions Law.

BUYER SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER OR ANY ENTITY AFFILIATED IN ANY WAY THEREWITH FROM ANY CLAIMS, DEMANDS, DAMAGES, LIABILITIES, FINES, INVESTIGATIONS, PENALTIES, LOSSES, AND EXPENSES OF AND FROM ANY AND ALL MANNER OF SUITS, ACTIONS OR CAUSE(S) OF ACTION (INCLUDING BUT NOT LIMITED TO SUITS FOR CONTRIBUTION AND/OR INDEMNITY AND ALL GOVERNMENTAL ACTIONS AND/OR SUITS IN LAW, IN EQUITY, OR UNDER STATUTE, OF WHATEVER KIND OR NATURE) ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF BUYER'S BREACH OF THIS SECTION 20.

21. SURVIVAL. Each section hereof intended for the benefit of Seller shall survive the delivery of the Goods and/or expiration, termination or completion of the Services.

22. ENTIRE AGREEMENT. Unless otherwise specifically agreed in writing signed by both Buyer and Seller, these Terms and Conditions together with Seller's Standard Warranty incorporated herein by reference, represent the entire agreement between Seller and Buyer with respect to Goods and Services purchased and sold pursuant to a Quotation, Purchase Order or other agreement between Buyer and Seller. **THESE TERMS AND CONDITIONS AND THE PRICES SET OUT IN A QUOTATION SPECIFICALLY RECOGNIZE THE ALLOCATION OF THE RISKS OF PERFORMANCE OF THE PARTIES AS WELL AS THE LIMITATION OF LIABILITY AND DAMAGES AND THE RECOVERY OF COLLECTION COSTS, AND THE PARTIES EXPRESSLY AGREE THAT THESE LIMITATIONS ON REMEDIES, RESPONSIBILITY FOR COLLECTION COSTS, AND OBLIGATIONS TO INDEMNIFY ARE ESSENTIAL PARTS OF THE AGREEMENT BETWEEN THEM AND ARE SPECIFICALLY BARGAINED FOR.** Any Purchase Order or other document issued by Buyer shall be deemed to (i) be solely for the record keeping convenience of Buyer, and (ii) confirm these Terms and Conditions and not add to, delete from, or otherwise change or modify these Terms and Conditions or those contained in a Quotation.

23. SEVERABILITY. The partial or complete invalidity of any one or more provisions of these Terms and Conditions shall not affect the validity or continuing force and effect of any other provision. If any portion of these Terms and Conditions shall be determined to be invalid or unenforceable, that portion shall automatically be modified to the extent necessary to make it valid. Notwithstanding the foregoing, such determination of invalidity or unenforceability shall not affect any other portion of these Terms and Conditions and such other portions shall remain in full force and effect.

24. GOVERNING LAW; JURISDICTION. Any controversy or dispute of any nature arising out of or related to these Terms and Conditions, a Quotation, a Purchase Order or any other agreement between Buyer and Seller and the provision of Goods and Services thereunder, shall be construed and governed by the laws of the State of North Dakota.

25. WAIVER. Except as may be otherwise provided herein, no waiver by either party of any breach of any term or condition of these Terms and Conditions shall be deemed a waiver of any other breach and no delay in enforcement of rights by either party will be deemed a waiver, and either party's failure to object to any provision contained in any communication from the other party shall not be deemed an acceptance thereof or a waiver of any of these Terms and Conditions.

26. NUCLEAR LIABILITY. In the event that the Goods and Services provided by Seller and/or otherwise identified in these Terms and Conditions or in a Quotation, Purchase Order or any other agreement between Buyer and Seller are provided, used, or otherwise employed in, on or around a facility generating and/or otherwise employing in any manner nuclear, radioactive or ionizing radiation whether as a fuel, product or any other substance, the terms and conditions of the Seller Nuclear Liability Addendum (Revision 12.31.2012) incorporated by reference as if fully rewritten herein and a copy of which is attached to the Quotation or is available at www.konecranesUSA.com or upon request of Buyer.

27. ENGLISH LANGUAGE. Buyer and Seller confirm that it is their wish that these Terms and Conditions and each Quotation, Purchase Order or any other agreement between Buyer and Seller as well as all other documents relating to these Terms and Conditions and each Quotation, Purchase Order or any other agreement between Buyer and Seller, including notices, be drawn up in English only.

Rev. 06.01.2021 US

Konecranes, Inc., 877 SW 3rd St, Ste 1, New Brighton, Minnesota, USA, 55112-3496
Email: robyn.wegner@konecranes.com Business ID . Springfield Ohio 45502-9339. http://www.konecranesusa.com/

OFFER

Offer Number: 1-19QBE9R9/4

KONECRANES

Customer:	City Of Dickinson	**Subject:**	Inspection and Maintenance Agreement
Address:	3389 Energy Dr Dickinson, North Dakota 58601	**Reference:**	2025
		Konecranes Contact:	Robyn Wegner
Contact:	Aaron Praus	**Inquiry Date:**	8/9/2023
Phone:	701-456-7840	**Offer Date:**	2/10/2025
Email:	aaron.praus@dickinsongov.com	**Offer Valid Until:**	3/10/2025

Dear Aaron Praus,

We appreciate your consideration of our maintenance programs and the opportunity to be of service. Konecranes is the leading provider of comprehensive maintenance services for overhead cranes, port equipment and machine tools and a global manufacturer of material handling equipment.

Lifecycle Care is Konecranes comprehensive and systematic approach to maintenance, supported by world-class tools and processes. For further information, we invite you to watch our Lifecycle Care video http://www.konecranes.com/service/crane-service/lifecycle-care.

Based on our discussions and assessment of your equipment and operations, we recommend our Care Preventive Maintenance Program. Please refer to the attached proposal for details.

Best regards,

Rob Wegner

- MAINMAN Assessment and Routine Maintenance on 21 assets
- OSHA Frequent / Monthly Inspection on the Bailer Building Crane

This cover page is not part of the offer and is not legally binding in any manner. The offer begins from the following page. No statement of this cover letter shall be construed as condition or warranty of the offer.

Based on our discussion and your inputs, we are offering the following maintenance program with the products as described. The scope of this offer includes the following Programs or Products:

CARE

The CARE Preventive Maintenance Program is the foundation of lifecycle care. It has been designed to improve equipment safety and productivity through the systematic application of preventive maintenance inspections, routine maintenance, the risk and recommendation method, and remote monitoring where available.

CARE is tailored based on equipment specifics, duty classification, usage, environment, statutory requirements, manufacturers' recommendations and service history.

MAINMAN™ Assessment, or MAINMAN Planned Maintenance, is the core Service Product of the CARE Preventive Maintenance Program and provides a baseline for maintenance planning, tracking, reporting and Customer consultation.

Deliverables

- Service Reports
- Safety Notification delivered before crane is put back into operation, when applicable
- Access to Customer Portal (yourKONECRANES)

Benefits of yourKONECRANES

- Shows data in easy-to-read graphs and charts that can help you see anomalies, patterns and trends to help identify abnormal equipment usage and build insights that promote more effective decision making.
- Streamlines data access by organizing large volumes of information—including TRUCONNECT operating statistics and alerts—in a single location.
- Provides fault history and prioritizes assets according to chosen criteria for a quick view of pain points for a single asset or across your entire fleet.
- Gives you quick access to your service information including reports that can be downloaded and shared.

MAINMAN® ASSESSMENT

Description

The MAINMAN Assessment is a preventive maintenance inspection that provides a baseline for maintenance planning, tracking, reporting and consultation. It is designed to provide an in-depth picture of the condition of the equipment while also fulfilling the requirements of the periodic compliance inspection in the US and Canada. Certified inspectors use Konecranes proprietary maintenance software, MAINMAN, to perform detailed preventive maintenance assessments.

Findings identified at the time of the inspection are systematically interpreted, categorized and reported using our proprietary Risk and Recommendation Method. The report not only assists in the planning of needed actions to keep equipment safe to use and compliant with statutory regulations, but it also provides prioritized recommendations to further improve the reliability and performance of the equipment.

Benefits

- Helps fulfill periodic compliance inspection requirements
- Helps identify safety and production risks
- Consultative approach helps guide decision making
- Records inspection findings in such detail that preventive maintenance and other actions can be planned and executed

Deliverables

- Safety Notification delivered before equipment is returned to operation, when applicable
- MAINMAN Report
- Inspection label attached to the crane

ROUTINE MAINTENANCE

Description

Routine Maintenance has been designed to perform maintenance work such as adjusting and lubricating with the intent of satisfying manufacturer maintenance instructions.

Benefits

- Can help reduce component wear and unplanned downtime
- Helps maintain equipment performance and availability

Deliverables

- Safety Notification delivered before the equipment is returned to operation, when applicable
- Service report

OSHA FREQUENT COMPLIANCE INSPECTION

Description

The OSHA Frequent Compliance Inspection has been designed to inspect equipment for deficiencies and deviations as defined in the OSHA safety and health regulations set forth for the frequent compliance inspection.

A Konecranes trained and qualified inspector will perform the inspection and give recommendations for repair, replacement or adjustment.

The inspection interval is defined in OSHA requirements. Frequency is determined taking into account crane usage and operating environment.

Benefits

- Satisfies regulatory requirements helping you stay compliant
- Safety and production risks are documented and recommendations for corrective actions are provided
- Provides recommendations for improving the safety, productivity, application or useful life of the asset

Deliverables

- Safety Notification delivered before equipment is returned to operation, when applicable
- Inspection report that fulfills statutory requirements
- Monthly certification record for hook and wire rope or load chain

Scope for Programs or Products is determined in more detail in the description(s) attached hereto.

OFFER

KONECRANES

Offer Number: 1-19QBE9R9/4

Pricing Summary

Total price is $12,558.67.
Pricing summary details are attached.

Prices quoted herein are exclusive of all taxes, charges and duties (including but not limited to value added tax and bank charges), and any such items shall be paid by you or reimbursed by you in case paid by us.

Delivery Time

At the present time, the estimated start date of this program is 3/14/2025 and the planned end date is 3/13/2026. Subsequent service visits shall be carried out in accordance with the schedule set forth in section "Life Cycle Maintenance Plan Summary" of this offer. The specific timing of service is subject to confirmation by our office at the time of your acceptance.

The agreement will be silently extended, unless either party latest 3 Months before the expiration date in writing, informs to the other party that the agreement will be cancelled.

Manlift

Manlift for work will be provided by **Konecranes, Inc.**
Aerial platform including transport and insurance. If you provide an aerial platform yourself, it must be sufficiently clean and inspected in connection with safety. Our staff can therefore refuse the machine with proper substantiation.

Terms of Payment

All payments in 15 Days net from date of invoice.

Invoicing Frequency

Invoicing occurs every service visit month.

Validity of Offer

This offer is valid until 3/10/2025. Please accept this offer by placing your signature at the end of this document and returning it to us.

This quotation, proposal or offer is subject to and incorporates as if fully rewritten herein the Seller's Standard Terms and Conditions of Sale (Revision 06.01.2021), a copy of which is attached hereto or is available at www.konecranesUSA.com or upon request of Buyer.

Any of the following actions will also constitute your unqualified acceptance of this offer: we receive a verbal or written purchase order, work order, or other similar order for the services contemplated herein from you; you remain silent and we perform the services under this offer and you are aware of such performance; we receive full or partial payment for the services contemplated herein; or any other conduct by you that recognizes the existence of a contract with respect to the subject matter of this offer.

OFFER

Offer Number: 1-19QBE9R9/4

KONECRANES

We sincerely appreciate the opportunity to be of service. Should you have any question, please contact us at any time.

Thank you

Konecranes, Inc.

_____

Rob Wegner

Tel: (701) 934-5716

robyn.wegner@konecranes.com

Accepted:

City Of Dickinson

_____

PO number:

_____

ATTACHMENTS

Product Scope:

CARE

The following are included in the CARE Program:

- One of the following preventive maintenance products:
  - MAINMAN Assessment combined with Routine Maintenance
  - MAINMAN Planned Maintenance,
  - Periodic Compliance Inspection combined with Routine Maintenance
- Application of Risk and Recommendation Method
- Visit/Safety Review
- Service Review
- Business Review

MAINMAN® ASSESSMENT

The MAINMAN Assessment includes a visual inspection, as well as operational and functional test of the equipment.

Konecranes will typically inspect mechanical components for maladjustment, excessive wear, cracks, corrosion, improper attachment, improper function, deformations and oil leakages; and electrical components for improper function, corrosion, deterioration and improper attachment.

Inspected items typically include:

- Limit switches, overload protection and other safety devices
- Safety and operational labels, capacity markings
- Hoist brake, motor, coupling and gear
- Rope drum, rope/chain, rope sheaves/chain wheels, hook block, hook, hook latches
- Covers and guards
- Traveling, traversing and rotating machineries
- Mainline disconnect, crane main switch, power supply, electric panels, control devices
- Crane and trolley structures, end trucks, walkways and stairs
- Bumpers, end stops
- Pneumatic or hydraulic systems
- Lubrication points
- Lighting
- Previous inspection documents

NOTE: Inspected components depend on the equipment structure.

The following is not included:

- Measurements, except when the inspector verifies visual observation
- Lubrications, adjustments, load test, oil analysis, repairs or replacement of any parts
- Inspection of internal components that require disassembly, such as gear cases, coupling and internal hook block

ROUTINE MAINTENANCE

Routine Maintenance typically includes:

- Checking for proper equipment lubrication
- Lubrication of mechanical components, such as wire ropes, rope sheaves, hook-block, crane and trolley wheel assemblies, when necessary
- Supply of the basic lubricants used for the above mentioned objects
- Checking for correct oil level or quantity and, when necessary, top-off of hoist and travel gears and other machinery components
- Brake adjustments
- Limit switch adjustments
- Cleaning individual items as required for service.

The following is not included:

- Service of internal components that require disassembly, such as gear cases, coupling and internal hook block
- Inspections, replacements or repairs of components
- Special adjustment procedures such as motor or coupling alignment
- Oil change procedures and lubricants needed for it

OSHA FREQUENT COMPLIANCE INSPECTION

The service includes visual inspection of safety-critical components, as well as operational and functional tests of the equipment as defined in applicable regulations.

Konecranes will typically inspect mechanical components for improper function, excessive wear, cracks, improper attachment and oil leakages; and electrical components for improper function and improper attachment.

Inspected objects typically include:

- Limit switches, overload protection and other safety devices
- Safety labels, capacity markings
- Hoist brake, motor, coupling and gear
- Rope drum, rope/chain, rope sheaves/chain wheels, hook block, hook, hook latches
- Mainline disconnect, crane main switch, control devices
- Walkways and stairs
- Bumpers, end stops
- Lighting

NOTE: Components to be inspected depend on the equipment structure.

Measurement of the hoisting wire rope and hook forging are included in the service.

The following is not included:

- Lubrications, adjustments, load test, oil analysis, repairs or replacement of any parts
- Inspection of internal components that require disassembly, such as gear cases, coupling and internal hook block

OFFER

Offer Number: 1-19QBE9R9/4

KONECRANES

Life Cycle Maintenance Plan Details

#	Asset Details	Service Product	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	1-101850611429 Monorail system - 1 trolley electric chain hoist 500 Broadway E	Routine Maintenance			✓									
		MAINMAN Assessment			✓									
2	1-101850611433 Monorail system - 1 trolley electric chain hoist 300 5th Street SW	Routine Maintenance			✓									
		MAINMAN Assessment			✓									
3	1-101850611437 Monorail system - 1 trolley electric chain hoist 977 21st Street E	Routine Maintenance			✓									
		MAINMAN Assessment			✓									
4	1-101850611441 Monorail system - 1 trolley electric chain hoist 1073 Sims	Routine Maintenance			✓									
		MAINMAN Assessment			✓									
5	1-101850611445 Monorail system - 1 trolley electric chain hoist 1820 Yellowstone Circle	Routine Maintenance			✓									
		MAINMAN Assessment			✓									
6	1-101850611449 Single girder EOT - 1 trolley chain hoist 10816 38th Street SW	Routine Maintenance			✓									
		MAINMAN Assessment			✓									
7	1-101850611467 Single girder EOT - 1 trolley wire rope hoist 10816 38th Street SW	Routine Maintenance			✓									
		MAINMAN Assessment			✓									
8	1-101850611491 Monorail system - 1 trolley electric chain hoist 10816 38th Street SW	Routine Maintenance			✓									
		MAINMAN Assessment			✓									
9	1-101850611495 Single girder EOT - 1 trolley chain hoist 3052 State Ave N	Routine Maintenance			✓									
		MAINMAN Assessment			✓									
10	1-101850611499 Single girder EOT - 1 trolley chain hoist 140 6th Ave SE	Routine Maintenance			✓									
		MAINMAN Assessment			✓									
11	1-101850611513 Pillar jib crane - special 3411 Public Works Blvd	Routine Maintenance			✓									
		MAINMAN Assessment			✓									
12	1-101850611517 Pillar jib crane - special 3411 Public Works Blvd	Routine Maintenance			✓									
		MAINMAN Assessment			✓									

OFFER

Offer Number: 1-19QBE9R9/4

13	1-101850611581 Pillar jib crane - special 3411 Public Works Blvd	Routine Maintenance			✓									
		MAINMAN Assessment			✓									
14	1-40116422634 Single girder EOT - 1 trolley chain hoist Influent Station 3t	Routine Maintenance			✓									
		MAINMAN Assessment			✓									
15	1-40117815789 Monorail system - 1 trolley electric chain hoist Lift # 12	Routine Maintenance			✓									
		MAINMAN Assessment			✓									
16	1-40117860884 Single girder EOT - 1 trolley chain hoist Lift #12 5t	Routine Maintenance			✓									
		MAINMAN Assessment			✓									
17	1-40120688824 Monorail system - 1 trolley electric chain hoist 2486 W Villard St.	Routine Maintenance			✓									
		MAINMAN Assessment			✓									
18	1-40120689470 Monorail system - 1 trolley electric chain hoist Lift #12 5t	Routine Maintenance			✓									
		MAINMAN Assessment			✓									
19	1-40120703813 Monorail system - 1 trolley electric chain hoist 11470 Hwy 10	Routine Maintenance			✓									
		MAINMAN Assessment			✓									
20	1-40120840031 Single girder EOT - 1 trolley chain hoist West Lift Station 5t	Routine Maintenance			✓									
		MAINMAN Assessment			✓									
21	MWS821577 Single girder EOT - 1 trolley chain hoist BALER BUILDING 2t	OSHA Frequent Compliance Inspection	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓
		Routine Maintenance			✓									
		MAINMAN Assessment			✓									
22	MWS825084 Single girder EOT - 1 trolley chain hoist PUBLIC WORKS SHOP 5t	Routine Maintenance			✓									
		MAINMAN Assessment			✓									
23	MWS825086 Single girder EOT - 1 trolley chain hoist PUBLIC WORKS SHOP 5t	Routine Maintenance			✓									
		MAINMAN Assessment			✓									

OFFER

KONECRANES

Offer Number: 1-19QBE9R9/4

Pricing Details

Month	# of assets	Service Product	Offer Value
Jan	1	OSHA Frequent Compliance Inspection	$502.00
Feb	1	OSHA Frequent Compliance Inspection	$502.00
Mar	23	Routine Maintenance MAINMAN Assessment	$7,030.00
Apr	1	OSHA Frequent Compliance Inspection	$502.00
May	1	OSHA Frequent Compliance Inspection	$502.00
Jun	1	OSHA Frequent Compliance Inspection	$502.00
Jul	1	OSHA Frequent Compliance Inspection	$502.00
Aug	1	OSHA Frequent Compliance Inspection	$502.00
Sep	1	OSHA Frequent Compliance Inspection	$502.00
Oct	1	OSHA Frequent Compliance Inspection	$502.00
Nov	1	OSHA Frequent Compliance Inspection	$502.00
Dec	1	OSHA Frequent Compliance Inspection	$508.67
		Total Price:	**$12,558.67**

$180.00

OFFER

KONECRANES

Offer Number: 1-19QBE9R9/4

STANDARD TERMS AND CONDITIONS OF SALE (DIRECT)

1. APPLICABILITY. The sale by Seller of any and all services ("Services") and/or goods ("Goods"), whether such Goods and Services are purchased and sold together, independent from, or in combination with one another, shall be conditioned upon, and subject to the following terms and conditions ("Terms and Conditions") which shall form an integral part of any agreement between Buyer and Seller. Buyer's acceptance of any quotation, proposal or offer made by Seller for the sale of Goods and Services (collectively, "Quotation") is expressly made subject to these Terms and Conditions and none of the Terms and Conditions may be added to, modified, superseded or otherwise altered except as revised in writing by Seller. Unless otherwise agreed in a writing signed by both Buyer and Seller, all orders for Goods and Services received by Seller shall be governed only by these Terms and Conditions, notwithstanding any terms and conditions in any purchase order, release order, or any other form issued by Buyer (collectively, a "Purchase Order"). Seller hereby objects to any terms and conditions which may be set forth, found in, or incorporated into any Purchase Order and hereby notifies Buyer that they are rejected.

2. PRICE. Prices quoted by Seller shall remain firm for a period of thirty (30) days from the date of a Quotation; provided, however, that Seller reserves the right, at any time prior to the acceptance of a Quotation by Buyer to adjust said prices by providing written notice to Buyer regarding any such adjustment. Quotations provided are priced based on Buyer's purchase of the entire scope of Goods and Services identified in a Quotation. If less than the entire scope of Goods and Services identified in a Quotation is ordered by Buyer, prices may vary. Unless otherwise stated in a Quotation, installation, commissioning, supervision and/or start-up services are not included in the price of Goods and Services to be provided by Seller. Buyer shall pay Seller to the extent of Services provided or for the quantity of Goods shipped should Seller be unable for any reason to provide and/or ship the entire scope of Goods and Services identified in a Quotation. Prices quoted by Seller are exclusive of all taxes (except taxes levied on Seller's income) including federal, state, provincial and local use, sales, property or similar taxes, and Buyer shall pay all such amounts and taxes in full or shall reimburse Seller for any such amounts and taxes paid by Seller.

3. SCOPE OF GOODS AND SERVICES. Goods and Services provided by Seller pursuant to a Quotation or a Purchase Order are limited exclusively, at the express request of Buyer, to the Goods and Services expressly identified in such Quotation and, to the extent applicable, further limited by the terms, conditions, limitations and disclaimers set forth in any report derived from Seller's provision of Services. As a result, Seller does not assume responsibility and/or liability for the failure to provide any other Goods and Services. Unless specifically agreed in writing signed by both Buyer and Seller or otherwise set forth in a Quotation, inspection services provided by Seller are limited to the visual observation of readily observable items that are safely and conveniently accessible without dismantling, in whole or in part, the object under inspection. Modifications, additions or deletions to or from the scope referenced in a Quotation whether set forth in a Purchase Order or otherwise shall only be effective if evidenced in writing signed by Seller and the sale of any and all Goods and Services affected by such modification, addition or deletion shall be subject to these Terms and Conditions whether or not referenced therein. All sales Goods and Services are final.

4. PAYMENT TERMS. Unless otherwise provided in the Quotation or agreed in a writing signed by both Buyer and Seller, all Seller invoices shall be paid by Buyer within fifteen (15) days of the date of invoice. If Buyer fails to timely pay invoices, Seller shall be entitled to suspend performance of all Services and deliveries of Goods and issue a late charge equivalent to the lesser of one and one half percent (1 1/2%) per month (eighteen percent (18%) per annum) or the maximum rate allowed by law on all unpaid invoices or invoices not paid in accordance with these Terms and Conditions. Buyer shall reimburse Seller for all expenses, regardless of their nature or type (including attorneys' fees), related in any way to Seller's collection of invoices not paid in accordance with these Terms and Conditions or otherwise incurred by Seller in the enforcement of these Terms and Conditions. Buyer shall make progress payments as stated in the applicable Quotation, Purchase Order or otherwise agreed to in a writing signed by Buyer and Seller. Buyer shall have no right to offset any amounts due Seller by any payment or other obligation which Seller or any of its affiliates may owe to Buyer.

5. CANCELLATION. Any agreement for the purchase and sale of Goods and/or Services may be cancelled by Seller (in whole or in part) at any time if (a) Buyer fails to strictly comply with the terms governing the agreement, (b) Buyer becomes insolvent, appoints or has appointed a receiver, or makes an assignment for the benefit of creditors, (c) to the extent permitted by law, a petition in bankruptcy or insolvency is filed by or against Buyer, or (d) Seller requests and is unable to secure acceptable payment assurances from Buyer for the Goods and Services identified in such agreement, or (e) amounts due Seller by Buyer are unpaid past the due date therefor. Upon cancellation of an agreement, Buyer shall be obligated to pay to Seller the price for all Services performed to date and all Goods that are or can be completed and shipped within thirty (30) days of the date of cancellation, all special tooling for which commitments have been made by Seller, and all of Seller's costs, expenses and reasonable profit for work in process as of the date of cancellation.

6. CREDIT APPROVAL. All sales of Goods and Services are subject to Buyer credit approval by Seller. Seller reserves the right to refuse shipment or provision of any and all Goods and Services identified in any Quotation, Purchase Order or other agreement between Buyer and Seller and/or modify the payment terms identified therein or in Section 4 hereof.

7. DELIVERY TERMS AND DELAYS.

a. Risk of Loss/Title. Unless otherwise identified in a Quotation, all shipments of Goods are F.C.A. Seller's plant, warehouse or dock, as defined by Incoterms® 2020, and all risk of loss with respect to any Goods shipped shall pass to Buyer when such Goods are delivered to the carrier at such plant, warehouse or dock. Title to Goods shall transfer to Buyer upon Seller's receipt of payment in full for all Goods and Services provided pursuant to a Quotation, Purchase Order or other agreement between Buyer and Seller.

b. Delivery. All dates for the shipment and/or delivery or provision of Goods and Services are approximate. Delivery and shipping schedules shall be computed no earlier than from the later date that Buyer accepts a Quotation or Seller accepts a Purchase Order from Buyer, or in the case of special items, from the date Seller receives all information necessary to proceed. Delivery and shipping schedules will be confirmed by Seller following Seller's acceptance of a Purchase Order. Seller shall not be liable for delay in or failure to make shipment and/or delivery of Goods or commencement, performance or completion of Services by any identified date for any reason whatsoever. In the event of any delay, regardless of the cause, the parties shall agree upon a new date for the shipment and/or delivery of Goods and/or commencement, performance or completion of Services. In the event of any delay caused by Buyer, Buyer shall pay Seller for all costs and expenses incurred by Seller related to such delay. Buyer hereby acknowledges and agrees that (i) Seller and its personnel may, at its and their sole discretion, use a portable/handheld/cellular electronic device and software in connection with the Services, and (ii) any signature of Buyer and/or its employee or representative using, applied to, or on such device shall be deemed to be Buyer's written signature acknowledging Buyer's acceptance and Seller's delivery of the Services.

c. Freight Charges. Any reference to freight charges contained in a Quotation is an estimate. Seller is not responsible for any differences that may occur between freight estimates contained in a Quotation and actual freight charges applicable at the time of shipment, and Buyer shall incur and be responsible for all costs associated therewith.

d. Export/Packaging. Goods shall be packaged in accordance with Seller's standard procedures for transportation under normal conditions. Unless otherwise identified in a Quotation, quoted prices do not include the cost for export or special packaging of Goods, and Buyer shall assume and be responsible for those extra costs associated with such export and packaging.

e. Cost of Goods. Unless otherwise stated in a Quotation, Buyer shall pay all cost increases Seller is assessed for materials incorporated into Goods and Services, including but not limited to steel, copper, and fuel surcharges, to the extent such increases exceed any estimated costs used by Seller to develop a Quotation by ten percent (10%) and which occurs after the issuance of a Quotation, but prior to the provision of the Services and/or delivery of the Goods.

f. Site Condition. Buyer warrants that the site where Goods are to be delivered and/or installed and/or where Services are to be performed shall be ready and adequate for Seller's delivery and/or installation of the Goods and/or performance of Services. Buyer's obligations in this regard include but are not limited to the removal of all obstructions and institution of adequate safety measures to protect Seller's property, employees, agents and contractors. Buyer shall be responsible for all costs and expenses associated with Seller's delay and/or inability to deliver and/or install the Goods or perform any Services related to Buyer's failure to comply with this Section 7.f. Seller in no way warrants the sufficiency of the site, in whole or in part, where the Services are performed and/or Goods are to be delivered, installed and/or used.

g. Returns. Goods that are spare or replacement parts ("Spare Parts") may only be returned (i) within thirty (30) days of purchase, (ii) after authorization of Seller, and (iii) in "as new" condition. Returned Spare Parts must be shipped prepaid by Buyer. Buyer will be charged a restocking charge of twenty-five percent (25%) for all returned Spare Parts. Goods and Spare Parts that are custom made for Buyer and/or ordered specifically for Buyer and are not stocked by Seller and any Goods that do not constitute Spare Parts may not be returned by Buyer.

8. SECURITY INTEREST. Buyer hereby grants Seller a security interest in the Goods to secure the unpaid balance of the price and all other obligations of Buyer to Seller however arising. Buyer authorizes Seller to file all necessary financing statements and other similar documents required to perfect the security interest granted herein and irrevocably grants Seller a power of attorney to execute any documents on behalf of Buyer relating thereto.

9. WARRANTIES.

a. Goods/Spare Parts manufactured by Seller and/or its affiliates ("Seller Products") and Goods/Spare Parts manufactured by parties other than Seller and/or its affiliates ("Third Party Products"). Unless otherwise agreed in a writing signed by Buyer and Seller, the sale and provision of any and all Seller Products, either as a result of Seller Products that are incorporated into Services provided pursuant to a Quotation, Purchase Order, or other agreement between Buyer and Seller, or are purchased independently from the provision of any Services, are conditioned upon, and subject to Seller's Standard Warranty for such Seller Product in effect on the date of sale (incorporated by reference as if fully rewritten herein and a copy of which is attached to the Quotation or is available at www.konecranesUSA.com or upon request of Buyer). Repair and replacement of Seller Products provided pursuant to the Standard Warranty does not extend the original warranty provided with any Seller Products at the time of sale. Notwithstanding anything to the contrary in any verbal order or Purchase Order, any verbal order or Purchase Order issued by Buyer to confirm any purchase of Goods and/or Services or receipt of any of the Goods identified in a Quotation shall serve as conclusive proof that Buyer has reviewed and agrees to be bound by the terms of Seller's Standard Warranty. Third Party Products are not warranted by Seller. Third Party Products may be warranted separately by their respective manufacturers and Seller shall, to the extent possible, assign to Buyer whatever rights Seller may obtain under any such warranties.

b. Services. Seller warrants that all Services performed by Seller will conform in all material respects to the description of Services identified in a Quotation and will be performed in a good, workmanlike manner. All claims for breach of this warranty for Services performed by Seller must be brought by Buyer within six (6) months of the date of Seller's performance of such Services; provided, however, Buyer shall notify Seller of any alleged warranty claims within seventy two (72) hours of Buyer's discovery thereof. Buyer's failure to comply with the terms of this procedure shall void the warranty in this Section 9.b.

Seller does not warrant services provided by any third party. Buyer's sole and exclusive remedy for Seller's breach of the warranty in this Section 9.b. for Services performed by Seller shall be the reperformance of such Services by Seller. Buyer acknowledges and agrees that Seller shall have no liability for loss of use or downtime, lost profits, or any indirect, incidental, or consequential damages arising from Seller's breach of this warranty for Services.

c. Inherent Defects. To the extent remanufacturing, refurbishment, modernization, and/or modification services are included within the scope of Services identified in a Quotation, Purchase Order, or any agreement between Buyer and Seller, any defect in Buyer's equipment to which Seller performs such remanufacturing, refurbishment, modernization, and/or modification services that is attributable in whole or in part to engineering, design specifications, latent defects, corrosion, or fatigue that are inherent to and/or present in or on the equipment is not covered by any warranty of Seller, and Seller shall not be liable for any costs, expenses, losses, or damages of any nature whatsoever that are caused in whole or in part by any such defect.

d. Non-Transferable. The express warranties of Seller set forth herein are limited to and only for the benefit of Buyer and are not transferable or assignable by Buyer without the prior written consent of Seller.

THE FOREGOING WARRANTIES REPRESENT THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER TO BUYER WITH RESPECT TO THE GOODS AND SERVICES AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUYER HEREBY WAIVES ANY CLAIM THAT ANY EXCLUSIONS OR LIMITATIONS OF ANY WARRANTY PROVIDED BY SELLER DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE ITS AGREEMENT WITH SELLER TO FAIL OF ITS ESSENTIAL PURPOSE. BUYER SHALL BE ENTITLED TO NO OTHER REMEDY REGARDLESS OF THE FORM OF CLAIM OR CAUSE OF ACTION, WHETHER BASED IN AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

10. LIMITATION OF DAMAGES. SELLER SHALL HAVE NO LIABILITY TO BUYER OR ANY END USER OF GOODS OR SERVICES PROVIDED UNDER A QUOTATION, PURCHASE ORDER, OR ANY OTHER AGREEMENT BETWEEN BUYER AND SELLER WITH RESPECT TO THE SALE OF GOODS OR PROVISION OF SERVICES FOR LOST PROFITS, LOSS OF USE OR DOWNTIME, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF ANY KIND WHETHER ARISING IN CONTRACT, TORT, PRODUCT LIABILITY OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH LOST PROFITS, LOSS OF USE OR DOWNTIME, OR DAMAGES. SELLER'S AGGREGATE AND TOTAL LIABILITY FOR ALL DAMAGES OF ANY NATURE WHATSOEVER TO BUYER AND/OR ANY END USER OF GOODS OR SERVICES PROVIDED UNDER A QUOTATION, PURCHASE ORDER OR ANY OTHER AGREEMENT BETWEEN BUYER AND SELLER SHALL BE LIMITED TO AND IN NO EVENT SHALL EXCEED THE TOTAL PRICE PAID BY BUYER FOR SUCH GOODS AND SERVICES. BUYER HEREBY EXPRESSLY WAIVES ITS RIGHT TO ASSERT A CLAIM OR DEFENSE FOR RECOUPMENT AND/OR SETOFF, EQUITABLE OR OTHERWISE, WHEN BUYER'S UNDERLYING CLAIM WOULD BE BARRED BY THE APPLICABLE STATUTE OF LIMITATIONS PERIOD.

11. CONFIDENTIALITY; LICENSE. Without limitation, Buyer shall not, at any time disclose to any other person or entity any information provided to Buyer relating to the business of Seller including without limitation, plans and specifications and any other inventions, devices, formulas, processes, programs, software, listings, print-outs, documentation, notes, charts, manuals, programming aids, source codes, object codes, compilations, technology, know-how, price lists, costs, policies, techniques, trade practices, accounting methods, methods of operation or other data that Seller considers confidential, and trade secrets of every kind relating to Seller's business, whether or not patentable or copyrightable. Such information shall remain the exclusive property of Seller and shall be destroyed or returned to Seller upon request at any time. Further, these Terms and Conditions do not constitute a license or authorization of any kind for Buyer to use any of the trademarks or trade names owned or licensed by Seller. Buyer hereby grants to Seller a worldwide, irrevocable, royalty-free, non-exclusive license to collect, store and use any data collected by Seller during the performance of any inspection and/or other Services or through a Data Connection (as defined below) for any internal purposes of Seller, including but not limited to research and development.

12. INDEMNIFICATION; WAIVER OF IMMUNITY. SELLER SHALL NOT BE LIABLE FOR AND BUYER SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER AND ANY ENTITY AFFILIATED IN ANY WAY THEREWITH FROM ANY CLAIMS, DEMANDS, DAMAGES (REGARDLESS OF THEIR TYPE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL), LIABILITIES, LOSSES AND EXPENSES (WHETHER KNOWN OR UNKNOWN, PRESENT OR FUTURE), AND ANY AND ALL LIABILITY, OF AND FROM ANY AND ALL MANNER OF SUITS, ACTIONS OR CAUSE(S) OF ACTION (INCLUDING BUT NOT LIMITED TO SUITS FOR CONTRIBUTION AND/OR INDEMNITY AND ALL SUITS IN LAW, IN EQUITY, OR UNDER STATUTE, OF WHATEVER KIND OR NATURE) ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF ACTS OR OMISSIONS OF BUYER, ITS AGENTS, CONTRACTORS, EMPLOYEES OR ANY PERSON UNDER THEIR CONTROL (OTHER THAN SELLER) OR RELATING IN ANY WAY TO GOODS AND SERVICES PROVIDED UNDER A QUOTATION, A PURCHASE ORDER OR ANY OTHER AGREEMENT BETWEEN BUYER AND SELLER OR THE EQUIPMENT RELATED THERETO, INCLUDING, BUT NOT LIMITED TO BUYER'S USE, INSTALLATION, INCORPORATION OR SELECTION THEREOF. BUYER HEREBY WAIVES ANY IMMUNITY OR DEFENSE UNDER APPLICABLE WORKERS' COMPENSATION LAWS OR OTHER LAWS THAT WOULD OTHERWISE LIMIT BUYER'S OBLIGATIONS HEREUNDER. MOREOVER, BUYER WAIVES ANY REQUIREMENT SET FORTH BY THE STATUE OF FRAUDS OR OTHERWISE, THAT THESE INDEMNIFICATION OBLIGATIONS MUST BE SIGNED BY BUYER AND/OR SELLER AND REPRESENTS THAT BY ISSUING A PURCHASE ORDER, SIGNED OR OTHERWISE, AND/OR ACCEPTING THE GOODS OR SERVICES, BUYER EXPRESSLY CONSENTS TO THE INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN.

13. MANUALS. To the extent a manual is to be delivered to Buyer for Goods (applicable exclusively to those Goods where such a manual is produced) Seller will provide one digital or paper copy of such Manual to Buyer at no additional cost and for each additional manual requested by Buyer, Seller reserves the right to assess an additional charge, per manual. Each manual produced by Seller is a confidential, proprietary, and copyrighted document and may not be copied, published, or reproduced in any manner or form without prior written agreement of Seller. Such agreement is at the sole discretion of Seller and Seller may revoke the same at its discretion at any time.

14. DATA COLLECTION. The Goods purchased by Buyer may have functionality through an included monitoring unit that monitors and records data related to certain aspects of equipment usage ("Monitoring Unit") and a data connection that transmits such data related to certain aspects of equipment usage ("Data Connection"). Buyer acknowledges and agrees that the Monitoring Unit and Data Connection may be activated by Seller, Buyer, or another party immediately upon or at any time following installation of Goods and the data collected will be transmitted to and collected by Seller or its affiliates through the Data Connection. Buyer, on behalf of itself, any end user of Goods ("End User") and any individual identified or identifiable by Goods usage data, hereby consents to the collection, storage and use by Seller of such information and agrees that Seller's collection of such information may continue until such time that Buyer or End User (a) if applicable, terminate its agreement to receive and/or purchase remote monitoring services from Seller or its affiliates, or (b) otherwise directs Seller in writing to deactivate the Data Connection (provided, however, Buyer hereby acknowledges and agrees that deactivation of the Data Connection may not be immediate and Seller will use its commercially reasonable best efforts to deactivate the Data Connection as promptly as possible). Buyer further accepts and agrees that Seller shall not actively monitor or inspect any Goods or Goods usage data or other information that is generated, collected or stored by a Monitoring Unit incorporated into any Goods and/or transmitted through the Data Connection. Regardless of the nature of information collected by Seller, Buyer acknowledges and agrees that Seller shall have no obligation to alert or notify Buyer of any information collected by Seller except as specifically set forth in a separate agreement between Seller and Buyer and, unless and until Buyer has agreed to purchase or receive remote monitoring services offered by Seller, Seller shall be under no obligation to provide any Goods data to Buyer.

15. SELLER PORTAL AND APP. Seller may provide Buyer with access to an internet-based portal and/or software application(s) that may be accessed and/or downloaded and installed from the relevant application stores (collectively, "Seller Portal and App"). Buyer shall act in strict compliance with the applicable terms of use of the Seller Portal and App which shall be available in the Seller Portal and App and/or provided to Buyer upon request. Buyer expressly accepts and agrees that the Seller Portal and App shall be provided "as is" and on an as-available basis, without warranties of any kind, either express or implied, made in relation to the correctness, accuracy or reliability of the Seller Portal and App. Seller does not warrant that (i) the Seller Portal and App or any related data transfers or servers that makes the service available are free from viruses or other harmful components or will be uninterrupted, undisrupted, or error-free, or (ii) the Seller Portal and App will detect any particular failure, fault, or condition or provide any particular degree of advance warning of an impending failure, fault or condition of any Goods. Seller reserves the right to revise or modify the Seller Portal and App and the contents and features thereof or deny access to them at any time. The provisions of this Section 15 are in addition to and not in lieu of any terms of use associated with Buyer's use of the Seller Portal and App.

16. NON-DESTRUCTIVE TESTING. To the extent applicable, the scope and performance of any inspection by Seller as all or part of the Services utilizing Magnetic Particle Testing (MT), Magnetic Rubber Testing (MRI) and/or Liquid Penetrant Testing (PT), and the preparation of the report derived therefrom, are limited to the detection of exposed surface flaws no less than 150 nanometers in diameter. MT, MRI, and PT are highly sensitive to external conditions and to the characteristics of the inspected material, component, or assembly and Contaminations on inspected surfaces may mask actual defects. As such, notwithstanding the performance of any such inspection by Seller and regardless of any representation made to the contrary, including the inspection report prepared by Seller, latent, sub-surface, and/or covered surface flaws may exist on the subject material on the date of inspection, and Buyer is hereby notified of the potential existence thereof.

17. DISCLAIMER (Inspection Services and/or Preventive Maintenance Programs). Notwithstanding any representation made by any party to the contrary in any other verbal or written communication, the performance by Seller of any equipment (or component) inspection as all or part of the Services under a Quotation, Purchase Order or any agreement between Buyer and Seller and the preparation of the report derived therefrom are conditioned upon and evidence of Buyer's acknowledgment and acceptance of the following additional terms, conditions, and disclaimers:

a. At the request of Buyer, the scope of any equipment (or component) inspection performed by Seller is limited exclusively to a search for readily observable defects apparent on the equipment and on those equipment component parts identified in the inspection scope accompanying a Quotation that are safely and conveniently accessible to the inspecting personnel. Seller shall not dismantle the equipment or the equipment components to be inspected, nor shall it use any other means to inspect and detect latent or non-observable defective conditions in the equipment or its components. Notwithstanding the performance of this inspection and regardless of any representation made in any report to the contrary, including the inspection report prepared by Seller, latent or non-observable defects may exist or develop on or in the subject equipment or its components on or following the moment of inspection and Buyer is hereby notified of the potential existence thereof. The use of equipment possessing any defect, including latent or non-observable defects, may result in catastrophic equipment failure potentially causing damage to property or injury or death to persons in, on or around the subject equipment.

b. The conditions identified during the equipment (or component) inspection and reported by Seller orally or in writing are representative of the condition of the subject equipment and its components as they appeared during the inspection. These conditions can and will change immediately following inspection due to the use or non-use of the subject equipment (and its components). The information provided to Buyer as a result of and following an inspection does not reflect any changes in the condition of the subject equipment and/or its components following inspection by Seller and Buyer retains and/or assumes all risk for such changes in condition. Buyer is hereby notified and acknowledges and agrees that delivery by email or other electronic means of any report prepared by

Seller setting forth the results of an inspection or the making available of such report to Buyer in any electronic portal or platform that is accessible to Buyer constitutes delivery to and acknowledgment of receipt by Buyer of such report.

c. The decision following an inspection concerning whether or not to repair or replace the equipment or any deficient component of the subject equipment lies exclusively with Buyer. By completing the inspection and preparing the inspection report, Seller expressly recommends that Buyer authorize the repair and/or replacement of the equipment or any component identified during the inspection or listed in the report derived therefrom as deficient in any manner or degree prior to operating the subject equipment. Seller hereby notifies Buyer that any inspection report may contain information regarding deficient equipment and/or components thereof that require the immediate attention of Buyer and that any failure to repair and/or replace such deficient equipment and components thereof may result in catastrophic equipment failure causing damage to property or injury or death to persons in, on or around the subject equipment.

d. SELLER IS NOT LIABLE FOR CLAIMS, DEMANDS, DAMAGES, OR LIABILITY ARISING FROM (I) CAUSES OUTSIDE THE SCOPE OF THE INSPECTION AS IDENTIFIED IN SECTION 17.A., (II) ANY CONDITION THAT OCCURS FOLLOWING THE INSPECTION AS IDENTIFIED IN SECTION 17.B., (III) FAILURE OF BUYER TO REPAIR OR REPLACE ANY EQUIPMENT OR COMPONENT AS IDENTIFIED IN SECTION 17.C., OR (IV) FLAWS THAT ARE NOT DETECTABLE BY OR WHOSE DETECTION IS LIMITED WHEN UTILIZING THE INSPECTION METHODS DESCRIBED IN SECTION 16.

18. NON-SOLICITATION. Buyer agrees, on behalf of itself and its parents, subsidiaries, affiliates, successors and assigns, that during Seller's performance of any Services and for a period of one (1) year thereafter, Buyer shall not directly or indirectly solicit, entice, approach, offer employment to, or employ in any capacity any employee of Seller. For purposes of this section the term "employee" means any individual actively employed by Seller at the later of the time a Quotation for the Services is accepted by Buyer, a Purchase Order for the Services is accepted Seller, or a separate agreement for such Services is entered into by Buyer and Seller.

19. APPROVAL DRAWINGS. Approval drawings, if provided to Buyer by Seller and either signed by a representative of Buyer with apparent authority to do so or not objected to by Buyer in writing within a reasonable time or, if required, the time required by Seller, shall constitute exclusive proof regarding Buyer's verification and acceptance of the dimensions and other information relating to the goods described therein, and Seller shall be entitled to rely on such approval drawings to provide the Goods and Services referenced therein. Buyer hereby assumes any and all responsibility for any inaccurate or incomplete information contained therein. **TO THE EXTENT THAT BUYER PROVIDES THE DESIGN AND/OR SPECIFICATIONS FOR ANY GOODS OR SERVICES TO BE PROVIDED OR PERFORMED BY SELLER, BUYER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER AGAINST ALL CLAIMS, SUITS, AND CAUSES OF ACTION AND FROM ALL COSTS, EXPENSES, DAMAGES AND LIABILITIES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' AND CONSULTANTS' FEES) FROM IMPROPER OR DEFECTIVE DESIGN AND FOR ACTUAL OR ALLEGED INFRINGEMENT OF ANY UNITED STATES OR FOREIGN PATENT, COPYRIGHT, TRADEMARK, INTELLECTUAL PROPERTY RIGHTS, OR PROPRIETARY RIGHTS OF THIRD PARTIES BY REASON OF THE USE, SALE, MANUFACTURE, OR DESIGN OF SUCH GOODS AND/OR SERVICES.**

20. COMPLIANCE WITH LAWS; EMBARGOES AND ECONOMIC SANCTIONS COMPLIANCE. Buyer shall at all times comply with all federal, state, local and provincial laws, ordinances, regulations, and orders that are applicable to the Goods and Services provided by Seller and its performance hereunder, except to the extent that failure to comply therewith could not or would not, in the aggregate, reasonably be expected to have a material adverse effect on its business or its ability to comply with its obligations under these Terms and Conditions.

Buyer represents and warrants that Buyer: (i) is and shall remain in compliance with all laws administered by the United States Office of Foreign Assets Control or any other applicable governmental entity imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries, entities and persons (collectively, "Embargoed Targets"); (ii) is not an Embargoed Target or otherwise subject to any Economic Sanctions Law; and (iii) shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, Buyer shall not (a) directly or indirectly export, re-export, transship or otherwise deliver any Goods and Services provided by Seller or any portion of such Goods and Services to an Embargoed Target, or (b) broker, finance or otherwise facilitate any transaction in violation of any Economic Sanctions Law.

BUYER SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER OR ANY ENTITY AFFILIATED IN ANY WAY THEREWITH FROM ANY CLAIMS, DEMANDS, DAMAGES, LIABILITIES, FINES, INVESTIGATIONS, PENALTIES, LOSSES, AND EXPENSES OF AND FROM ANY AND ALL MANNER OF SUITS, ACTIONS OR CAUSE(S) OF ACTION (INCLUDING BUT NOT LIMITED TO SUITS FOR CONTRIBUTION AND/OR INDEMNITY AND ALL GOVERNMENTAL ACTIONS AND/OR SUITS IN LAW, IN EQUITY, OR UNDER STATUTE, OF WHATEVER KIND OR NATURE) ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF BUYER'S BREACH OF THIS SECTION 20.

21. SURVIVAL. Each section hereof intended for the benefit of Seller shall survive the delivery of the Goods and/or expiration, termination or completion of the Services.

22. ENTIRE AGREEMENT. Unless otherwise specifically agreed in writing signed by both Buyer and Seller, these Terms and Conditions together with Seller's Standard Warranty incorporated herein by reference, represent the entire agreement between Seller and Buyer with respect to Goods and Services purchased and sold pursuant to a Quotation, Purchase Order or other agreement between Buyer and Seller. **THESE TERMS AND CONDITIONS AND THE PRICES SET OUT IN A QUOTATION SPECIFICALLY RECOGNIZE THE ALLOCATION OF THE RISKS OF PERFORMANCE OF THE PARTIES AS WELL AS THE LIMITATION OF LIABILITY AND DAMAGES AND THE RECOVERY OF COLLECTION COSTS, AND THE PARTIES EXPRESSLY AGREE THAT THESE LIMITATIONS ON REMEDIES, RESPONSIBILITY FOR COLLECTION COSTS, AND OBLIGATIONS TO INDEMNIFY ARE ESSENTIAL PARTS OF THE AGREEMENT BETWEEN THEM AND ARE SPECIFICALLY BARGAINED FOR.** Any Purchase Order or other document issued by Buyer shall be deemed to (i) be solely for the record keeping convenience of Buyer, and (ii) confirm these Terms and Conditions and not add to, delete from, or otherwise change or modify these Terms and Conditions or those contained in a Quotation.

23. SEVERABILITY. The partial or complete invalidity of any one or more provisions of these Terms and Conditions shall not affect the validity or continuing force and effect of any other provision. If any portion of these Terms and Conditions shall be determined to be invalid or unenforceable, that portion shall automatically be modified to the extent necessary to make it valid. Notwithstanding the foregoing, such determination of invalidity or unenforceability shall not affect any other portion of these Terms and Conditions and such other portions shall remain in full force and effect.

24. GOVERNING LAW; JURISDICTION. Any controversy or dispute of any nature arising out of or related to these Terms and Conditions, a Quotation, a Purchase Order or any other agreement between Buyer and Seller and the provision of Goods and Services thereunder, shall be construed and governed by the laws of the State of Ohio, including Article 2 of the Uniform Commercial Code as codified in Ohio Revised Code Chapter 1302, notwithstanding conflicts of law principles. Any action arising from or related to these Terms and Conditions, a Quotation, a Purchase Order or any other agreement between Buyer and Seller and the provision of Goods and Services thereunder, shall be instituted and litigated in any state court located in Clark County, Ohio, or in any federal court with jurisdiction over Clark County, Ohio. Seller and Buyer hereby irrevocably consent to the jurisdiction of the courts of Clark County, Ohio. The rights and obligations of Seller and Buyer will not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods; rather these rights and obligations will be governed by the laws of the State of Ohio.

25. WAIVER. Except as may be otherwise provided herein, no waiver by either party of any breach of any term or condition of these Terms and Conditions shall be deemed a waiver of any other breach and no delay in enforcement of rights by either party will be deemed a waiver, and either party's failure to object to any provision contained in any communication from the other party shall not be deemed an acceptance thereof or a waiver of any of these Terms and Conditions.

26. NUCLEAR LIABILITY. In the event that the Goods and Services provided by Seller and/or otherwise identified in these Terms and Conditions or in a Quotation, Purchase Order or any other agreement between Buyer and Seller are provided, used, or otherwise employed in, on or around a facility generating and/or otherwise employing in any manner nuclear, radioactive or ionizing radiation whether as a fuel, product or any other substance, the terms and conditions of the Seller Nuclear Liability Addendum (Revision 12.31.2012) incorporated by reference as if fully rewritten herein and a copy of which is attached to the Quotation or is available at www.konecranesUSA.com or upon request of Buyer.

27. ENGLISH LANGUAGE. Buyer and Seller confirm that it is their wish that these Terms and Conditions and each Quotation, Purchase Order or any other agreement between Buyer and Seller as well as all other documents relating to these Terms and Conditions and each Quotation, Purchase Order or any other agreement between Buyer and Seller, including notices, be drawn up in English only.

Rev. 06.01.2021 US

EMS Fee Schedule

Presented by: Fire Chief Jeremy Presnell

Consideration to Approve

CITY OF Dickinson North Dakota

EMS Fee Schedule

Service	DFD	BC/BS ND
Mileage	$23.68/mile	$22.55
BLS Emergency	$1,060.72	$1,010.21
BLS Non-Emergency	$662.55	$631.37
ALS Emergency	$1,259.61	$1,199.63
ALS Non-Emergency	$795.55	$757.67
ALS Emergency 2	$1,823.43	$1,736.30
Specialty Care Transport	$2,454.58	$2,051.98
Treat No Transport	$600.00	$598.47
Lift Assist/Response No Assessment/Treatment	$0.00	$0.00
Event Standby Charge-ALS Ambulance	$185 /Hr	N/A
Event Standby Charge-BLS Ambulance	$140 / Hr	N/A
Event Standby Charge-1 Provider	$100 /Hr	N/A
ALS Intercept ($5/mile over 50 miles)	$250	N/A

CITY OF Dickinson North Dakota

EMS Training Fee Schedule

Service	Fee
Heartsaver CPR	$50.00
Heartsaver First Aid	$50.00
Heartsaver FA CPR/AED	$100.00
BLS (Basic Life Support) for Healthcare Provider (HCP)-Initial	$65.00
BLS for HCP- Renewal- online	$35.00
BLS for HCP- Renewal- in class	
Advanced Cardiac Life Support (ACLS) Initial with BLS	$230
ACLS Renewal with BLS	$165
Pediatric Adadvnced Life Support (PALS) initial	$230
PALS Renewal	$165
Emergency Medical Responder (EMR)	$450 + testing fees
Emergency Medical Technician (EMT)	$1,200 + testing fees
Advanced Emergency Medical Technician (AEMT)	$1,500 + testing fees
Pre-Hospital Trauma Life Support (PHTLS)	$250
Advanced Medical Life Support (AMLS)	$250
Geriatric Emergencies for EMS (GEMS)	$125
Mileage charge (over 15mi)	$0.70/mi
Pediatric Emergency Assessment, Recognition, and Stabilization (PEARS)	$125

CITY OF Dickinson North Dakota

EMS Training Fee Schedule

Service	Fee
Course Roster Processing	$4.00
Heartsaver CPR Card	$18.50
Heartsaver First Aid Card	$18.50
Heartsaver Pediatric/Adult CPR/First Aid Card	$18.50
BLS for HCP	$3.75
ACLS Provider	$8.50
PALS Provider	$8.50

CITY OF Dickinson North Dakota

EMS Billing Contract

Presented by: Fire Chief Jeremy Presnell

Consideration to Approve

CITY OF Dickinson North Dakota

Quick Med Claims

- Access to clinical documentation training for all ambulance personnel and ongoing clinical documentation review
- Access to Billing and Reimbursement training
- Claims Processing, accounts receivable management, reimbursement review, third-party payor relations and contracting
- Increased access to their extensive data and informatics regarding the status of billing services
- Dedicated support for initial onboarding and ongoing billing support.
- Charge based on a percentage collected rather than a flat rate per call submitted for billing.

CITY OF Dickinson North Dakota

RESOLUTION AMENDING RESOLUTION NO.25-XXX ESTABLISHING FEES PERTAINING TO THE DICKINSON FIRE DEPARTMENT AMBULANCE SERVICE

The City of Dickinson hereby adopts the following fees pertaining to the Dickinson Fire Department Ambulance Service owned by the City of Dickinson effective as of April 1st, 2025:

2025 Ambulance Fee Schedule Changes

Service	DFD	BC/BS ND
Mileage	$23.68/mile	$22.55
BLS Emergency	$1,060.72	$1,010.21
BLS Non-Emergency	$662.55	$631.37
ALS Emergency	$1,259.61	$1,199.63
ALS Non-Emergency	$795.55	$757.67
ALS Emergency 2	$1,823.43	$1,736.30
Specialty Care Transport	$2,454.58	$2,051.98
Treat No Transport	$600.00	$598.47
Lift Assist/Response No Assessment/Treatment	$0.00	$0.00
Event Standby Charge-ALS Ambulance	$185 /Hr	N/A
Event Standby Charge-BLS Ambulance	$140 / Hr	N/A
Event Standby Charge-1 Provider	$100 /Hr	N/A
ALS Intercept ($5/mile over 50 miles)	$250	N/A

2025 Training Fee Schedule

Service	Fee
Heartsaver CPR	$50.00
Heartsaver First Aid	$50.00
Heartsaver FA CPR/AED	$100.00
BLS (Basic Life Support) for Healthcare Provider (HCP)-Initial	$65.00
BLS for HCP- Renewal- online	$35.00
BLS for HCP- Renewal- in class	
Advanced Cardiac Life Support (ACLS) Initial with BLS	$230
ACLS Renewal with BLS	$165
Pediatric Adadvnced Life Support (PALS) initial	$230
PALS Renewal	$165
Emergency Medical Responder (EMR)	$450 + testing fees
Emergency Medical Technician (EMT)	$1,200 + testing fees
Advanced Emergency Medical Technician (AEMT)	$1,500 + testing fees
Pre-Hospital Trauma Life Support (PHTLS)	$250
Advanced Medical Life Support (AMLS)	$250
Geriatric Emergencies for EMS (GEMS)	$125
Mileage charge (over 15mi)	$0.70/mi
Pediatric Emergency Assessment, Recognition, and Stabilization (PEARS)	$125

Service	Fee
Course Roster Processing	$4.00
Heartsaver CPR Card	$18.50
Heartsaver First Aid Card	$18.50
Heartsaver Pediatric/Adult CPR/First Aid Card	$18.50
BLS for HCP	$3.75
ACLS Provider	$8.50
PALS Provider	$8.50

This resolution was proposed and read by Commissioner XXXXX who moved its adoption. The mo
seconded by Commissioner XXXXX and the motion carried by roll call vote with the following Commissioners voting
"AYE": XXXXXXX,
the following Commissioners voting "NAY": none.
Absent and not voting none.

WHERE UPON, the motion was declared and the Resolution adopted this 18th day of March, 2025.

Scott Decker, President
Board of City Commissioners

ATTEST:

Dustin Dassinger, City Administrator

EMS Fee Schedule

Presented by: Fire Chief Jeremy Presnell

Consideration to Approve

CITY OF Dickinson North Dakota

EMS Fee Schedule

Service	DFD	BC/BS ND
Mileage	$23.68/mile	$22.55
BLS Emergency	$1,060.72	$1,010.21
BLS Non-Emergency	$662.55	$631.37
ALS Emergency	$1,259.61	$1,199.63
ALS Non-Emergency	$795.55	$757.67
ALS Emergency 2	$1,823.43	$1,736.30
Specialty Care Transport	$2,454.58	$2,051.98
Treat No Transport	$600.00	$598.47
Lift Assist/Response No Assessment/Treatment	$0.00	$0.00
Event Standby Charge-ALS Ambulance	$185 /Hr	N/A
Event Standby Charge-BLS Ambulance	$140 / Hr	N/A
Event Standby Charge-1 Provider	$100 /Hr	N/A
ALS Intercept ($5/mile over 50 miles)	$250	N/A

CITY OF Dickinson North Dakota

EMS Training Fee Schedule

Service	Fee
Heartsaver CPR	$50.00
Heartsaver First Aid	$50.00
Heartsaver FA CPR/AED	$100.00
BLS (Basic Life Support) for Healthcare Provider (HCP)-Initial	$65.00
BLS for HCP- Renewal- online	$35.00
BLS for HCP- Renewal- in class	
Advanced Cardiac Life Support (ACLS) Initial with BLS	$230
ACLS Renewal with BLS	$165
Pediatric Adadvnced Life Support (PALS) initial	$230
PALS Renewal	$165
Emergency Medical Responder (EMR)	$450 + testing fees
Emergency Medical Technician (EMT)	$1,200 + testing fees
Advanced Emergency Medical Technician (AEMT)	$1,500 + testing fees
Pre-Hospital Trauma Life Support (PHTLS)	$250
Advanced Medical Life Support (AMLS)	$250
Geriatric Emergencies for EMS (GEMS)	$125
Mileage charge (over 15mi)	$0.70/mi
Pediatric Emergency Assessment, Recognition, and Stabilization (PEARS)	$125

CITY OF Dickinson North Dakota

EMS Training Fee Schedule

Service	Fee
Course Roster Processing	$4.00
Heartsaver CPR Card	$18.50
Heartsaver First Aid Card	$18.50
Heartsaver Pediatric/Adult CPR/First Aid Card	$18.50
BLS for HCP	$3.75
ACLS Provider	$8.50
PALS Provider	$8.50

CITY OF Dickinson North Dakota

EMS Billing Contract

Presented by: Fire Chief Jeremy Presnell

Consideration to Approve

CITY OF Dickinson North Dakota

Quick Med Claims

- Access to clinical documentation training for all ambulance personnel and ongoing clinical documentation review
- Access to Billing and Reimbursement training
- Claims Processing, accounts receivable management, reimbursement review, third-party payor relations and contracting
- Increased access to their extensive data and informatics regarding the status of billing services
- Dedicated support for initial onboarding and ongoing billing support.
- Charge based on a percentage collected rather than a flat rate per call submitted for billing.

CITY OF Dickinson North Dakota

BILLING AND ACCOUNTS RECEIVABLE MANAGEMENT SERVICES AGREEMENT

by and between

QUICK MED CLAIMS, LLC

and

CITY OF DICKINSON

March 1, 2025

TABLE OF CONTENTS

1. DESCRIPTION OF SERVICES. 1
2. TERM 1
3. TERMINATION 1
4. PROVIDER RESPONSIBILITIES. 4
5. QMC SERVICES. 7
6. SPECIFICALLY EXCLUDED DUTIES OF QMC. 10
7. COMPENSATION 11
8. RATES. 11
9. INDEMNIFICATION; DISCLAIMER; LIMITATION OF LIABILITY. 11
10. INSURANCE 12
11. INDEPENDENT CONTRACTOR STATUS 12
12. REGULATORY COMPLIANCE. 12
13. NON-SOLICITATION; NON-EMPLOYMENT. 13
14. NOTICES. 14
15. SEVERABILITY 14
16. WAIVER OF BREACH. 14
17. FORCE MAJEURE. 14
18. RECORDS 15
19. CONFIDENTIALITY. 16
20. GOVERNING LAW AND FORUM SELECTION. 17
21. RESERVED 17
22. DRAFTER. 17
23. AMENDMENT; WAIVER. 18
24. COUNTERPARTS. 18
25. INTERPRETATION. 18
26. NO THIRD PARTY BENEFICIARIES. 18
27. SURVIVAL. 18
28. ENTIRE AGREEMENT. 18
ATTACHMENT A 20
ATTACHMENT B 22
ATTACHMENT C 24

AGREEMENT

THIS SERVICE AGREEMENT (hereinafter and including all Attachments hereto, the "**Agreement**") by and between the CITY OF DICKINSON**,** a North Dakota municipal corporation (hereinafter referred to as "**Provider"),** located at 2475 State Avenue North, Dickinson, North Dakota 58601 and **QUICK MED CLAIMS, LLC**, a Delaware corporation (hereinafter referred to as "**QMC**"), located at 1400 Lebanon Church Road, Pittsburgh, PA 15236, is entered into with an effective date of March 1, 2025 (the "**Effective Date**").

RECITALS

WHEREAS, Provider provides emergency and/or non-emergency healthcare services, is licensed to so by the recognized agency of the state in which it does business, and is in good standing with all state and federal agencies with responsibilities pertaining to health care reimbursement and legal enforcement; and

WHEREAS, Provider seeks reimbursement for the services that it provides; and

WHEREAS, QMC provides billing and accounts receivable management services for medical transportation organizations in a manner that is compliant with all applicable and material rules and regulations; and

WHEREAS, QMC is willing to provide medical transportation billing and reimbursement services to **Provider** according to the terms and conditions set forth herein; and

WHEREAS, Provider desires to engage **QMC** exclusively to provide billing and accounts receivable management for the emergency and/or non-emergency healthcare services that it provides;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties agree as follows:

1. DESCRIPTION OF SERVICES.

The Recitals set forth above are incorporated by reference and made a part of this Agreement as if set forth in their entirety. **Provider** engages **QMC** to be the exclusive provider of billing and accounts receivable management services described in this Agreement. **Provider** agrees that it will not enter into any agreement, contract, understanding, or arrangement with any other entity or person to provide the same or substantially similar services during the term of this Agreement.

2. TERM.

This Agreement shall commence on the Effective Date and continue for three (3) years following the date on which QMC begins providing the Services for **Provider** (the "**Initial Term**"), which Go Live Date shall be May 1, 2025 (the "**Go Live Date**"). The Agreement shall automatically renew for successive, additional one (1) year terms (each, a "**Renewal Term**") unless either party provides written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the then-current term.

3. TERMINATION.

a. **Cause.**

i. Except as set forth in Paragraphs 3(a)(ii) and (iii), below, if either **QMC** or **Provider** materially breaches any provision of this Agreement, the other party may provide written notice to the non-performing party describing such material breach. If the non-performing party fails to cure such material breach within thirty (30) days of such notice and while such material breach remains outstanding, this Agreement may be terminated immediately by the non-breaching party upon written notice; provided, however, if the material breach cannot be cured within the thirty (30) day cure period despite the good faith, commercially reasonable efforts of the non-performing party, then the thirty (30) day cure period will be extended by another thirty (30) days if the non-performing party diligently pursues the corrective action throughout the cure period.

ii. Either party may terminate this Agreement immediately in writing for any of the following:

1. The other party is excluded from participation in the Medicare, Medicaid, or other government health care program; or

2. Any amount owed by **Provider** to **QMC** pursuant to this Agreement remains outstanding for thirty (30) days beyond the due date, including, without limitation, any amount owed by **Provider** to **QMC** with respect to a Transition Period (defined below); or

3. The other party files a voluntary petition in bankruptcy, becomes insolvent, is adjudicated bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under the federal Bankruptcy Code or any similar federal or state statute, law or regulation, or in the event of the appointment of a trustee, receiver, or liquidator for the other party or any substantial part of its assets or properties (whether or not the other party consents to or acquiesces to such appointment); or

4. The other party is convicted of a criminal offense related to any federal or state health care program.

iii. **QMC** may terminate this Agreement immediately upon written notice if **Provider**:

1. Fails to pay for **QMC's** Services in accordance with the requirements of this Agreement;

2. Fails to take reasonable action upon notification by **QMC** of a potential violation of applicable laws or regulations; or

3. Revokes or otherwise rescinds the applicable contractor or insurer source code required by **QMC** to perform the Services on **Provider's** behalf or causes such source code to be revoked or

otherwise rescinded.

iv. Notwithstanding any other provision of Paragraph 3(a) of this Agreement, **QMC** may, at its sole discretion, temporarily suspend its obligations under this Agreement should **Provider** engage in any conduct listed in Paragraphs 3(a)(ii) and/or (iii) of this Agreement. However, nothing in this Paragraph 3(a)(iv) shall be construed to prohibit **QMC** from terminating this Agreement as otherwise permitted by Paragraph 3(a)(ii) and/or (iii).

b. **Without Cause.**

Either party may terminate this Agreement without assigning a cause or reason upon ninety (90) days written notice to the other party.

c. **Early Termination.**

The parties recognize that **QMC** has conditionally waived its Onboarding Fee (as defined in Attachment A). Notwithstanding the foregoing, if this Agreement terminates for any reason during the initial twelve (12) months of the Initial Term, then such conditional waiver shall be rescinded and **Provider** shall immediately pay to **QMC** the Onboarding Fee.

d. **Transition Period.**

i. If this Agreement is terminated for any reason other than by a party for cause pursuant to Paragraph 3(a), the parties agree to a transition period that shall commence on the termination date and end ninety (90) days thereafter (the "**Transition Period**"). During the Transition Period, **Provider** agrees not to forward any claims with dates of service after the termination date to **QMC** for processing. **QMC** agrees to continue to provide Services for dates of service prior to the termination date as described herein for the entire Transition Period (the "**Transition Services**"). During the Transition Period, **QMC** will bill **Provider** monthly and such monthly invoices shall be due and payable within ten (10) days of receipt. At the end of the Transition Period, **QMC** shall present to **Provider** a final set of reports, including an invoice for the Services that details the work done during the Transition Period. **Provider** shall pay all fees due to **QMC** within thirty (30) days of receiving a complete and correct invoice.

ii. If applicable during the Transition Period, **Provider** shall ensure that any new billing agent (the "**New Agent**") cooperates with **QMC** to transition the billing operations to the New Agent and promptly forward to **QMC** all electronic remittance advices and any other documents that explain payment of and adjudication of medical claims that were billed by **QMC** but which are received by the New Agent. **Provider** shall cause the New Agent to provide **QMC** such other billing information received by the New Agent during the Transition Period as may be reasonably necessary for **QMC** to timely and properly perform the Services during the Transition Period.

iii. During the Transition Period, **QMC** may terminate the Transition Services

(A) if **Provider** fails to cure any breach within ten (10) days of having received written notice thereof or (B) upon any default in **Provider's** payment obligations under this Agreement.

4. PROVIDER RESPONSIBILITIES. Provider shall be responsible for the following**:**

a. **Information Transfer.**

Subject to the terms of Paragraph 18, below, **Provider** agrees to provide **QMC** with all information necessary to support the billing and reimbursement process in a complete and timely fashion. The necessary information includes but is not limited to complete and legible patient demographic information (including name, address and telephone number), dispatch information, insurance information, medical records, patient clinical records (including patient care reports, which must specifically include the reason for patient transport, documentation regarding medical necessity for transport by ambulance, information regarding points of origin and destination, a description of treatment provided, and documentation of patient loaded miles to the nearest tenth of a mile), essential patient and crew signatures, a Physician Certification Statement or other physician order where required by law for non-emergency ambulance services, Advance Beneficiary Notice of Noncoverage (ABN) (when required), and, if applicable, information on whether the patient is a subscriber to **Provider's** subscription program, and related forms. All information transmitted by **Provider** to **QMC** shall comply with all applicable laws, rules, regulations and policies in all material respects, and **Provider** shall monitor all billing regulations and requirements mandated by governmental or third-party payors and will submit its billing information in accordance with the same. **Provider** shall use its best efforts to ensure that all information provided to **QMC** is accurate and complete. **QMC** will only use the information given to **QMC** by **Provider** to bill for medical services provided by **Provider**. **Provider** understands and agrees that it is responsible for completing all information accurately so that it reflects work actually performed and matches all medical records. **Provider** agrees that **QMC** shall not be liable for any errors resulting from **Provider's** failure to provide **QMC** with correct and complete billing information. **Provider** also acknowledges that all denials based on documentation, service levels, codes or charges assigned by **Provider** are the sole responsibility of **Provider**. **QMC** will not alter the billing information or medical records, but rather shall inform **Provider** if **QMC** is made aware of any such billing information inaccuracies. **Provider** will retain all medical records and forward a copy to **QMC** upon request if needed for billing purposes.

b. **Access to Information.**

Subject to the terms of Section 21 hereof and to reasonable security procedures required by **Provider**, **Provider** agrees to grant reasonable access for designated **QMC** personnel to any and all systems, applications, tools and information that is required by **QMC** for the billing and reimbursement process.

c. **Notice of Privacy Practices.**

Provider agrees to provide all prescribed Notice of Privacy Practices to patients and/or designated representatives in accordance with applicable rules and regulations.

d. **Outside Consultants.**

Any outside consultants, including but not limited to, accounting firms, audit firms or legal counsel engaged by **Provider** shall be the sole financial responsibility of **Provider.**

e. **Designated Representative.**

Provider shall designate a specific representative to serve as a liaison to **QMC** personnel.

f. **Policies and Contracts.**

Provider shall supply **QMC** with any applicable **Provider** contracts or policies for billing and any agreements or subscription program materials that may impact on **QMC's** billing for **Provider's** services and promptly provide **QMC** with any updates to such information.

g. **Billing Rates.**

Provider shall promptly notify **QMC** of any changes in billing rates, contractual obligations affecting **Provider's** billing or other changes to **Provider's** billing policies not later than thirty (30) days prior to the effective date of such changes.

h. **Bank Account.**

Provider shall designate to **QMC** a depository bank account (or "lock box" account) to which funds may be directly deposited without **QMC** negotiating checks made payable to **Provider.** Such account shall be maintained by **Provider** at its sole cost and expense.

i. **Ambulance License.**

Provider shall maintain in good standing and supply **QMC** a copy of its ambulance service license, certification or permit to do business (including any Certificate of Need or similar permit where required by law), applicable clinical treatment protocols and dispatch protocols. If necessary and requested by **QMC, Provider** will also furnish a description of the levels and types of service it provides under state law and a list of all personnel, including certification/licensure levels.

j. **Direct Payments.**

Provider shall promptly report receipt of all payments made directly to **Provider** for ambulance services rendered by **Provider**. **Provider** shall provide to **QMC** view-only access to **Provider's** deposit and/or lockbox accounts for the purpose of verifying and reconciling payments. For such accounts where view-only access is infeasible, **Provider** shall provide to **QMC** at **Provider's** expense timely written reports reflecting account activity.

k. **Governmental Payor Enrollment.**

Provider shall maintain an active, valid Medicare Provider Number and National Provider Identification Number (NPI). **Provider** shall ensure that it revalidates its provider enrollment periodically when required. **Provider** shall promptly forward to **QMC** all communications, from CMS or a Medicare Administrative Contractor or other federal Contractor concerning or relating to **Provider's** Medicare and Medicaid Enrollment, processing of changes to its Medicare or Medicaid enrollment, or Medicare/Medicaid billing or billing privileges. Notwithstanding the foregoing, **Provider** understands and agrees that it is solely **Provider's** responsibility to maintain its Medicare and Medicaid enrollment and to comply with all requirements to promptly update all enrollment information promptly and within legally required time limits upon the change of any enrollment information.

l. **Refrain from Sending Ineligible Claims.**

Provider shall refrain from submitting to **QMC** any claim for processing if (i) **Provider** knows or should know that the claim is ineligible for payment or reimbursement or (ii) **Provider** is ineligible for payment by any third party payors as a result of its licensure status, exclusion, or other sanction with such payor or program, or other legal impediment, and shall promptly notify **QMC** of any termination, suspension, or revocation of its license, or exclusion from any state or federal health care program, or any change in ownership. **Provider** understands and acknowledges that not all accounts will satisfy the eligibility requirements of all payers, and that it might not be possible to obtain reimbursement in all cases. **Provider** agrees to abide by **QMC's** decisions to proper coding and payer based on the information provided to **QMC** by **Provider**.

m. **Services Rendered in Accordance with the Law.**

Provider shall ensure and shall implement any and all necessary processes to ensure that all services rendered by **Provider** are furnished in accordance with all applicable laws, regulations, and policies, and are performed by individuals who possess current and valid licenses and/or certifications as required by state and local law for the staffing of an ambulance at the level of service provided by **Provider.**

n. **Subscription/Membership Program.**

In the event that **Provider** operates a subscription or membership program, **Provider** represents and warrants that it is permissible under its state law to do so, and that its program is actuarially sound in accordance with the guidance of the Office of Inspector General (OIG) and operated in accordance with all applicable state and federal laws, regulations, and guidelines. **Provider** is responsible to inform **QMC** of its patients who are subscribers or member of **Provider's** subscription or member program. Notwithstanding any other provision of this Agreement, **Provider** agrees to defend, indemnify, and hold harmless, to the extent permitted under North Dakota law, **QMC** in the event that **Provider's** subscription or membership program is not actuarially sound or is otherwise violates federal or state law, regulation, or other requirement.

o. **Overpayments.**

Provider understand and agrees that it is solely responsible for the prompt return of all overpayments or recoupments sought or imposed by any insurer, carrier, payer, or governmental agency or contractor, including interest, civil monetary penalties, fines or other such assessment. **Provider** further understands that federal law requires any overpayments made by Medicare or other federal health care program be refunded within sixty (60) days of the identification of any such overpayments.

p. **External and Internal Audits.**

Provider shall immediately notify **QMC** if there has been any prepayment audit or review, post payment audit or review, or any investigation or other formal inquiry into the billing practices of **Provider** and/or **QMC**, or claims submitted by **QMC** on behalf of **Provider**, where such audit or investigation is or appears to have been initiated by any governmental agency, insurer, payer, carrier, Medicare Administrative Contractor, or other Medicare or Medicaid contractor or other agency or entity authorized to carry out any such audit or investigation. This obligation shall survive the termination of this Agreement.

Provider bears sole responsibility for obtaining and paying for any legal or consulting assistance necessary in defending itself in any such audit or investigation. **QMC** shall assist **Provider** in producing any records, reports, or documents in its possession which pertain to the audit or investigation and to which it has a right of access under Paragraph 18(b) or (c) and may charge **Provider** a reasonable fee for copying, preparation, assembly, or retrieval of such documents or reports. **QMC** shall have no obligation to perform any duties under this Paragraph 4(p) after the termination of this Agreement for any reason.

5. QMC SERVICES. QMC shall perform the following services for **Provider** (collectively the "Services"):

a. **Enrollment and Credentialing Services.**

QMC shall use commercially reasonable efforts to arrange for the initial credentialing and re-credentialing of **Provider** with health plans as directed by **Provider** in accordance with this Agreement. **QMC** does not guarantee the success of credentialing or re-credentialing services or that success will be achieved within a specific time frame; **Provider** agrees and understands that the ultimate result and duration of credentialing and re-credentialing efforts regarding a health plan based on information provided to **QMC** by **Provider** is solely within the control of the health plan. A health plan's denial or termination of **Provider**'s participation in the health plan based on guidance given to **Provider** by **QMC** and provided to the health plan is not a breach of this Agreement and **Provider** agrees that **QMC** is not liable for any damages to **Provider** as the result of such denial or termination.

b. **Demographic Information Verification.**

QMC shall use commercially reasonable efforts to verify through accessible sources all demographic information supplied by the **Provider** and necessary to support the billing and revenue cycle management process.

c. **Insurance Information Verification.**

QMC shall use commercially reasonable efforts to verify through accessible sources patient care reports and all insurance information supplied by the **Provider** and necessary to support the billing and revenue cycle management process.

d. **Claims Processing.**

QMC shall prepare claims and/invoices based on **Provider's** patient care reports and supporting documentation (including, where required, physician certification statements, dispatch or call intake records or other documentation necessary for billing according to the rules of the applicable payor(s)), deemed complete by **QMC,** to specifically include coding of claims based on the documentation contained within **Provider's** patient care reports and any supporting documents. **Provider** acknowledges and agrees that coding is by its very nature subjective and that separate parties reviewing the same information may arrive at different conclusions regarding the codes to be assigned; provided, however, that **QMC** shall not assign codes that it knows to be incorrect. In the event it is determined that **QMC** was solely responsible for assigning inaccurate codes for services provided by **Provider**, **QMC's** sole liability, and **Provider's** sole remedy, shall be limited to **QMC's** recoding the applicable services at no additional cost to **Provider**. **QMC** will use commercially reasonable efforts to submit all claims within five (5) business days of receiving a complete patient care report and all related information required as outlined in Section 3(a) for successful submission. **QMC** shall cooperate and work with governmental agencies and insurance carriers with the objective of obtaining prompt and sufficient payment of all eligible billings and claims. **QMC** shall convey intermediary/carrier directives and updates that it receives to **Provider**, including intermediary/carrier correspondence and any audit requests or notifications of overpayment directed to **Provider**. **Provider** agrees that **QMC** shall not be held responsible for any delays in the filing or processing of claims or bills caused by or arising from insufficient or incorrect documentation or information supplied by **Provider** or any other third party or for delays resulting from account set-up time for insurance carriers and governmental programs. In addition to any other limitations set forth in this Agreement, QMC shall have no liability for or bear the costs associated with any loss or damage, whether direct, indirect, special, consequential, exemplary, punitive, incidental or otherwise, arising out of, in connection with, resulting from, caused by, or relating to: (i) a determination that services provided by Provider were not "medically necessary," (ii) inaccurately coded claims resulting from incorrect information provided to QMC by Provider or a third party, (iii) Provider's acts or omissions; (iv) the acts or omissions of third parties that receive, process, verify, or otherwise transmit health information in connection with health care transactions (each such party, a "Clearinghouse"); or (v) the acts or omissions of third parties who gain access to or otherwise use the data of a Clearinghouse in an unlawful or unauthorized manner.

e. **Accounts Receivable Management.**

QMC shall provide follow-up and accounts receivable management services for claims arising out of services rendered by **Provider. QMC** shall exercise due care, prudence and judgment in the management of **Provider's** accounts receivable. **QMC** shall, with the cooperation of **Provider**, make appropriate and reasonable

accounts receivable management efforts on all billings and claims to include the preparation of invoices and reminder statements to patients, supplemental insurers or other financially responsible parties at industry-appropriate intervals. If instructed by **Provider, QMC** will forward unpaid accounts that are at least ninety (90) days past due to the **Provider,** or a collection agency selected by **Provider**. **Provider** shall be responsible for all collection agency costs. **QMC** is not a collection agency and bears no responsibility for the conduct of any collection activities undertaken by **Provider** or its collection agency. **Provider** shall determine when write-offs shall occur. **QMC** will follow a payor specific set of protocols for account follow up.

f. **Reimbursement Posting.**

QMC shall post all reimbursement received on behalf of the **Provider** to the appropriate accounts within three (3) business days of receipt and make such information available to **Provider** for review. **QMC** will work closely with **Provider** representatives to identify all missing reimbursements and may post reimbursements to a miscellaneous account in the event the documentation is not received from **Provider** within thirty (30) days of confirmation by the payor.

g. **Appeals.**

QMC will use commercially reasonable efforts to complete reviews, appeals and related processes to respond to third party payor denials in accordance with payor specific protocols. **Provider** agrees to cooperate with **QMC** in the appeals process and shall timely respond to requests for and supply all necessary support to carry out the process.

h. **Fixed Reporting.**

QMC will provide a fixed set of reports to **Provider** on a periodic basis. The content and frequency of the reports will be mutually agreed upon by the parties but shall be at least monthly and include the reports described on Attachment B to this Agreement. If required, upon **Provider's** request, **QMC** may develop custom reports for **Provider,** for which the cost, content and timeliness will be mutually agreed upon by the parties.

i. **Correspondence.**

QMC shall not send correspondence to patients, third-party payors or other third parties relating to **Provider's** claims except using template letters approved in advance by **Provider**. **QMC** may rely on **Provider's** approval of a template for use thereafter by **QMC** until such time as **Provider** requests a change to the template. The Parties stipulate modification of correspondence may be necessary to comply with applicable law and will use their best efforts to institute letter modifications when necessary.

j. **Credit Card Merchant Account.**

QMC will establish a credit card merchant account and related capabilities to permit **Provider's** patients to pay via any major credit card and allow associated

funds to be deposited directly into **Provider's** designated bank account, net of associated credit card processing fees.

k. **Overpayments and Credit Balances.**

QMC will notify **Provider** of any overpayments and/or credit balances of which **QMC** becomes aware. **Provider** bears sole responsibility for the refund of any overpayments or credit balances to Medicare, Medicaid, patient, or other payers or insurers, and agrees to make such refunds. **QMC** may, at its option, assist **Provider** in processing such refunds, but all refunds are to be made solely with **Provider's** funds, and **QMC** has no responsibility to make such refunds.

l. **Account Representative.**

QMC will provide one or more account representatives to respond to patient, payer, and/or **Provider** billing questions during **QMC's** regular business hours.

m. **Accounting and Auditing.**

If **Provider** requires **QMC's** assistance in **Provider's** accounting or other internal audits, **QMC** may charge for such audit support services at its customary rates, to be established by **QMC** from time to time. Upon written request of **Provider** for same, **QMC** shall furnish these rates to **Provider** in writing prior to undertaking any work pursuant to this Paragraph 5(m). From time to time, **Provider** may request to audit **QMC**'s records directly related to the Services delivered to **Provider**. The terms of any audit by **Provider** of **QMC** shall be conducted according to written agreement signed by both parties that specifically cites this Paragraph 5(m) of this Agreement.

n. **Provider Resources.**

Provider acknowledges and agrees that **QMC** may provide the Services hereunder through internal and external personnel or resources that may be located inside or outside of the United States.

6. SPECIFICALLY EXCLUDED DUTIES OF QMC. Notwithstanding any provisions of this Agreement to the contrary, QMC shall not be responsible to/shall not:

a. Initiate or pursue litigation for the collection of past due accounts.

b. Accept a reassignment of any benefits where prohibited by law.

c. Negotiate any checks made payable to **Provider**, although **QMC** may forward collection accounts to a collection agent of **Provider's** choosing. Nothing in this Agreement is intended to make **QMC** a debt collector under the federal Fair Debt Collection Practices Act or similar state laws, and **QMC** should not be construed as undertaking any activities that would make it a debt collector under the Fair Debt Collection Practices Act or similar state laws.

d. Provide legal advice or legal services to **Provider**, **Provider's** patients or payers, or anyone acting on **Provider's** behalf.

e. Monitor the actuarial soundness of **Provider's** subscription/membership program, if applicable.

f. Unless otherwise set forth in a separate agreement between the parties, provide any billing or accounts receivable management services with respect to emergency and/or non-emergency ambulance services provided by **Provider** prior to the Go-Live Date.

QMC's sole obligation is to provide the Services set forth in this Agreement based on the information and documentation provided by the **Provider** or its representatives, employees, directors, officers, agents or attorneys in accordance with the terms and conditions of this Agreement, and **QMC** shall have no responsibility or liability for the accuracy or completeness of any such information provided by the **Provider** or its officers, directors, employees, representatives, agents or attorneys. **Provider** further acknowledges that **QMC** shall not be responsible for verifying the accuracy or completeness of any information or documentation provided by the **Provider** or its officers, directors, employees, representatives, agents or attorneys.

7. COMPENSATION.

a. **Service Fees.**

In recognition of the Services provided as described herein, **Provider** shall pay **QMC** in accordance with the rates set forth in Attachment A.

b. **Payment Terms.**

Provider shall pay **QMC** within thirty (30) days of receiving a complete and correct invoice for the Services. **QMC** shall issue invoices to **Provider** on a monthly basis. If **Provider** is a governmental entity, **Provider** shall pay **QMC** from the revenue generated by the Services, a revenue source separate and apart from **Provider's** other revenue sources including any and all tax levies. If any invoices remain outstanding for fifteen (15) days or more, **QMC** may charge interest on the unpaid balance at the rate of one- and one-half percent (1.5 %) of any outstanding balance, per month which rate shall remain in effect until paid in full. In addition, without limiting any termination rights under this Agreement, **QMC** may at its option suspend the Services hereunder upon five (5) day's prior written notice if any invoices remain outstanding for fifteen (15) days or more.

8. RATES.

Provider shall set rate schedules for its services as desired and **QMC** will diligently seek reimbursement for such services as provided for herein.

9. INDEMNIFICATION; DISCLAIMER; LIMITATION OF LIABILITY.

a. **Indemnity.**

Subject to Paragraph 9(c), each party agrees to indemnify and hold the other party harmless from any losses, costs, damages, liabilities or expenses (including reasonable attorneys' fees) ("Claims") not covered by the other party's insurance coverage, which result from third party claims or lawsuits, arising from the actual

or alleged wrongful acts or omissions of such party, including without limitation, breach of this Agreement. The indemnification on behalf of Provider contemplated under this Agreement is limited to the extent indemnification is allowed under North Dakota law.

b. **Disclaimer.**

Except as expressly set forth in this Agreement, **QMC** makes no warranties whatsoever with respect to its services provided hereunder, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALINGS OR USAGE OF TRADE. Without limiting the foregoing, **QMC** expressly disclaims any and all warranties or representations pertaining to the amount of payments that will be achieved based on the services it renders under this Agreement. This disclaimer in no way limits **QMC**'s obligations to comply with the express terms of this Agreement.

c. **Limitation of Liability.**

In no event shall **QMC'S** total cumulative liability for any and all losses, costs, damages, liabilities or expenses (including reasonable attorneys' fees) under this Agreement (whether by reason of breach of contract, tort, strict liability, indemnification or otherwise) exceed (1) the total fees paid by **Provider** to **QMC** within the one (1) year period prior to the claim giving rise to the alleged or actual damages less (2) any prior damages paid by **Provider** to **QMC** or any policy limits on liability insurance, whichever is greater. In no event shall **QMC** be liable for any indirect, special, consequential, incidental, exemplary or punitive damages (including without limitation damages for loss of revenue, loss of refunds, loss of data, loss of profits or loss of goodwill) regardless of whether **QMC** has been informed of the possibility of such damages. Any claims, damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of, based on, or relating to this Agreement not presented by **Provider** to **QMC** in writing pursuant to the notice provisions of Paragraph 14 within one (1) year from the occurrence thereof shall be deemed waived. **Provider** shall have the duty to mitigate its damages or potential damages.

10. INSURANCE.

Each party shall maintain general liability insurance and, in the case of **Provider**, professional liability insurance in accordance with usual and customary industry practice. Each party shall provide proof of insurance to the other party upon request.

11. INDEPENDENT CONTRACTOR STATUS.

In the performance of the Services under this Agreement, **QMC** and its personnel are independent contractors and not employees or agents of **Provider**. This Agreement does not create the relationship of employer and employee. **QMC** and its employees and independent contractors will be solely responsible for all required federal and state income taxes and withholdings applicable to them.

12. REGULATORY COMPLIANCE.

Provider represents and warrants that at all times during the Term of this Agreement, it shall comply with all applicable laws, regulations and requirements of federal, state and local governmental authorities pertaining to billing and reimbursement for ambulance and medical transportation services. **Provider** represents and warrants that all personnel in the performance of its obligations hereunder are and will continue to be properly licensed and certified, if applicable, in accordance with all applicable federal, state and local rules, regulations and conventions.

13. NON-SOLICITATION; NON-EMPLOYMENT.

Provider acknowledges that **QMC** has invested significant time and other resources in the initial and subsequent training of its employees. **Provider** also acknowledges that **QMC's** employees, due to their positions of trust, have had access to **QMC's** Proprietary Information. Therefore, in order to protect **QMC's** legitimate business interests and assets:

a. During the term of this Agreement and for a two (2) year period following its termination for any reason whatsoever (the "**Restriction Period**"), **Provider** shall not, directly or indirectly, without the express written consent of **QMC**: (i) employ, hire, or otherwise retain, or (ii) recruit, solicit or otherwise attempt to employ, hire or otherwise retain, either on its own behalf or on behalf of any third party, any individual who was an employee of **QMC** at any time during the term of this Agreement (the "**Restriction**").

b. **Provider** acknowledges that compliance with the Restriction is necessary to protect the business and goodwill of **QMC**, and that any breach of the Restriction by **Provider** will result in irreparable and continuing damages to **QMC**, for which money damages will not provide adequate relief. Consequently, **Provider** agrees that in the event it breaches or threatens to breach the Restriction, **QMC** shall be entitled to petition a court of law or equity for a temporary restraining order, a temporary or preliminary injunction and a permanent injunction, in order to cause **Provider** to cease and desist from any further breaches of the Restriction and in order to prevent immediately and permanently the continuation of such harm.

c. The Restriction shall apply during the Restriction Period. If **Provider** violates the Restriction and **QMC** brings legal action for injunctive or other relief, **QMC** shall not, as a result of the time involved in obtaining the relief, be deprived of the benefit of the full Restriction Period. Accordingly, the time during which **Provider** is in violation of the Restriction and the time during the pendency of any legal or equitable action shall not be included in calculating the Restriction Period.

d. The covenants and restrictions contained in this Paragraph 13 are separate and divisible. If, for any reason, any one provision or clause is held to be invalid or unenforceable, in whole or in part, such provision shall be deemed limited by construction and scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event no such limiting construction is possible, such invalid or unenforceable provision shall be severed from this Agreement without affecting the validity or enforceability of any other term or provision hereof. Each provision and clause shall be enforced to the maximum extent permitted by law.

e. The existence of any claim or cause of action by **Provider** against **QMC** shall not constitute a defense to the enforcement of the Restriction by **QMC**, but shall be resolved separately.

14. NOTICES.

All notices under this Agreement shall be in writing and shall be deemed to have been given on the date personally delivered as evidenced by an executed receipt, or on the date mailed, as evidence by a postmark, by certified or registered mail, and addressed to the respective parties as listed below:

If sent to Provider:	**If sent to QMC:**
Jeremy Presnell	S. Mark Talley
Fire Chief	Chief Executive Officer
Dickinson Fire Department	Quick Med Claims, LLC
2475 State Avenue North	1400 Lebanon Church Road
Dickinson, ND 58601	Pittsburgh, PA 15236
jeremy.presnell@Dickinsongov.com	mtalley@quickmedclaims.com

15. SEVERABILITY.

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

16. WAIVER OF BREACH.

The waiver by either party of a breach or violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision thereof.

17. FORCE MAJEURE.

Neither **QMC** nor **Provider** shall be considered to be in default of this Agreement if delays in, or failure of performance shall be due to events of force majeure the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "force majeure" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, vandalism, sabotage, terrorism, epidemics, war, strikes, cyberattacks, work slowdowns, fire, flood, earthquake or other "acts of God" or natural or meteorological causes which prevent the parties from performing their responsibilities hereunder. If either party is unable to perform its obligations under this Agreement as a result of an event of force majeure, the non-performing party shall promptly notify the other party in writing of the beginning and estimated duration of any anticipated period of delay and thereafter neither party shall be obligated to perform their respective obligations under this Agreement that are affected by the force majeure conditions (and the associated payment obligations) during the period of force majeure. If any period of force majeure continues for thirty (30) days or more, either **Provider** or **QMC** may terminate the Agreement upon written notice to the other in

accordance with Paragraph 3. Notwithstanding the foregoing, a force majeure event shall not excuse **Provider** from its payment obligations as set out in Paragraph 7.

18. RECORDS.

a. Pursuant to United States Code, Title 42, Section 1395 et. seq. (Omnibus Budget Reconciliation Act of 1980), **QMC** agrees to make available to the Secretary of Health and Human Services ("HHS") and the Comptroller General of the Government Accounting Office ("GAO"), or their authorized representatives, all contracts, books, documents, and records relating to the nature and extent of the costs hereunder for a period of four (4) years after the furnishing of the Services hereunder. In addition, **QMC** hereby agrees, if the Services are to be provided by subcontract with a related organization, to require by contract that such subcontractor make available to HHS and GAO, or their authorized representatives, all contracts, books, documents and records, related to the nature and extent of the cost thereunder for a period of four (4) years after the furnishing of services thereunder.

b. **Provider** understands that all documentation provided to **QMC** by **Provider**, whether in electronic and/or paper form, are for the sole and express purpose of permitting **QMC** to provide the Services under this Agreement. It is **Provider's** responsibility to maintain all of its documents and business records, including copies of any documents or records provided to **QMC** ("**Provider**-Provided Records"). **QMC** does not act as **Provider's** records custodian. As a convenience to **Provider**, **QMC** will, during the term of this Agreement, produce patient care reports in response to routine attorney requests (in compliance with federal and applicable state privacy laws) for such documentation, if those records are in **QMC's** possession at the time it receives such attorney request. For subpoenas, as well as any requests beyond those deemed by **QMC** to be routine attorney requests, **QMC** shall forward such requests to **Provider** for disposition. **Provider** further understands and acknowledges that any paper documents provided to **QMC** will be converted to electronic format, and that **QMC** will not maintain paper copies of any such paper documents provided to it by **Provider**. **QMC** reserves the right to destroy any such paper documents upon their conversion to electronic format. **QMC** shall store all documentation in compliance with state and federal law.

c. During the term of this Agreement, **QMC** shall, upon **Provider's** written request, provide to **Provider**, in electronic format, copies of any **Provider**-Provided Records furnished to **QMC** by **Provider**, and any Claim Adjudication Documents generated by and received from insurers and payers in response to claims submitted by **QMC** on **Provider's** behalf. "Claim Adjudication Documents" shall consist of the documents generated secondary to claim submission in the normal course of claim processing by payers and insurers, including Explanation of Benefits (EOB) documents, Remittance Advice (RA) documents, Medicare Summary Notice (MSN) documents, denials and other documents of a similar nature.

d. Any documents, data, records, or information compiled in the course of **QMC's** provision of the Services under this Agreement other than those **Provider**-Provided Records and Claim Adjudication documents defined in Paragraphs 18(b) and (c), above, shall be the sole and exclusive property of **QMC** and shall be considered the business and/or proprietary records of **QMC**. **QMC** shall have no obligation

to furnish any such business or proprietary records of **QMC** to **Provider**, and **Provider** shall have a right of access only to the **Provider**-Provided Records and Claim Adjudication Document, as defined in Paragraphs 18(b) and (c).

e. Should this Agreement be terminated for any reason, all documents and records to which **Provider** has a right of access under Paragraphs 18(b) and (c) of this Agreement shall be maintained in electronic format at a site convenient for a reasonable amount of time for any follow-up **QMC** has agreed to perform pursuant to this Agreement. Electronic copies of the records to which **Provider** has a right of access under Paragraphs 18(b) and (c) will be made available to **Provider** in electronic format acceptable to **QMC** at the **Provider's** written request within thirty (30) days following termination of this Agreement or within thirty (30) days of the payment of all outstanding invoices to **QMC** and following a written request for those records, whichever is greater. In other words, if **Provider** has any outstanding invoices due to **QMC**, **QMC** has no responsibility to respond to **Provider** record requests, **QMC** shall have absolutely no responsibility whatsoever after termination of this Agreement to provide any monthly reports or other such **QMC**-generated reports to **Provider**.

f. Upon termination of this Agreement, **Provider** is responsible to notify all payers, patients, and other correspondents of its new address, phone number and contact information for billing or payment purposes. Notwithstanding any other provisions of this Agreement to the contrary, **QMC** will not be responsible for mail, deliveries, messages, or other communications sent in **Provider's** name to **QMC** after the effective termination date of this Agreement, and **QMC** shall have no duty to accept, maintain, copy, deliver, or forward such communication to **Provider** following termination of this Agreement.

19. CONFIDENTIALITY.

a. **General Provision.**

Provider and **QMC** agree that all patient medical records shall be considered as and treated as confidential so as to comply with all federal, state and local laws and regulations regarding confidentiality of patient records. **Provider** agrees to sign **QMC's** standard business associate agreement, which is incorporated herein and attached hereto as Attachment C on or before the effective date of this Agreement**.** In addition, during the course of performance pursuant to this Agreement, either party may have access to certain other confidential and proprietary information owned by the other, which may be disclosed orally, in writing, or by observation to either party or its employees while performing pursuant to this Agreement. All such information developed by or disclosed by the other party shall be held in strict confidence and shall not be used by either party for any purpose other than to perform its obligations under this Agreement, for or by any third party, without prior written approval by the other party.

b. **Software.**

Provider acknowledges that the billing software used by **QMC** (the "Software") in performing the Services is proprietary and confidential and the sole property of **QMC**. **Provider** agrees: (i) that this Agreement does not and shall not be

construed to confer upon **Provider**, any express or implied right, title or interest in or to any of the Software, (ii) that it will not assert any claim to the Software and will fully cooperate with **QMC** in protecting all of the intellectual property rights of **QMC** and its affiliates in and to the Software, (iii) it shall not, and shall not permit any other person to copy, modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of the Software, whether in whole or in part; (iv) that it shall strictly abide by **QMC**'s policies and procedures, in effect from time to time, setting forth the parties' rights and responsibilities with respect to the Software, (v) that it will not use the Software except in connection with services provided during the term of this Agreement, nor in any manner that may contravene any applicable law or impair the validity or enforceability of **QMC**'s intellectual property rights with respect to the Software, (vi) not to disclose to anyone other than its accountants and attorney any information it receives about the Software, copies of computer reports, **QMC**'s business practice or other trade secrets, (vii) not to rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software to any third party, (viii) not to reverse engineer, disassemble, decompile, decode, or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part, and (ix) not to bypass or breach any security device or protection used for or contained in the Software. **Provider** hereby agrees to fully perform all of its obligations in connection therewith as set forth herein.

c. **Terms of the Agreement.**

QMC and **Provider** agree that this Agreement and its terms and conditions shall be treated as confidential and shall not be divulged to any third party except as may be required by law or court order.

d. **Public Relations.**

QMC and **Provider** shall not issue or release, for publication or otherwise, any information, advertising or publicity, which relates to this Agreement without prior written approval of the other party.

20. GOVERNING LAW AND FORUM SELECTION.

This Agreement and the rights of the parties hereunder, shall be deemed to have been made and entered into in North Dakota and shall be interpreted and determined in accordance with the laws of the State of North Dakota, without consideration of conflict of law principles.

21. RESERVED.

22. DRAFTER.

Both parties agree that they were provided a fair and reasonable time to evaluate and ask any questions about **QMC's** services and the terms and conditions of this Agreement. Each party further agrees that they are not acting under undue influence or based on unwritten promises in executing this Agreement and that execution of this Agreement is done freely, knowingly and voluntarily. This Agreement shall not be construed against any party by reason of the drafting or preparation thereof.

23. AMENDMENT; WAIVER.

The waiver of any breach of any provision of this Agreement does not operate and may not be construed as a waiver of any later breach. The provisions of this Agreement may be amended only with the prior written consent of **QMC** and **Provider**.

24. COUNTERPARTS.

This Agreement may be executed in counterparts and each counterpart will be considered an original. Together, the counterparts are one and the same Agreement.

25. INTERPRETATION.

Headings and captions are only for the convenience of the parties. They do not have substantive meaning. All pronouns used in this Agreement shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of any party may require.

26. NO THIRD PARTY BENEFICIARIES.

Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than **QMC**, **Provider** and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

27. SURVIVAL.

Any provisions of this Agreement that impose an obligation after termination of this Agreement, including without limitation the provisions of Sections 3(c), 10, 11, 14, 27, and Attachment C shall survive the termination of this Agreement and shall continue to be binding on the parties.

28. ENTIRE AGREEMENT.

This Agreement and all of the Attachments to this Agreement set forth the entire understanding of the parties with respect to the subject matter and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter. Neither party has received or relied upon any written or oral representations to induce it to enter into this Agreement. Each party has relied only on any written representations contain herein.

In witness whereof, the parties hereto have on the dates(s) indicated below caused the Agreement to be executed in duplicate.

CITY OF DICKINSON	**QUICK MED CLAIMS, LLC**
BY:	BY:
_____	_____
Scott Decker	S. Mark Talley
Commission President	Chief Executive Officer
DATE: _____	DATE: _____

ATTEST:

BY:

_____

Dustin D. Dassinger, City Administrator

DATE: _____

ATTACHMENT A

SCHEDULE OF FEES

SERVICE FEES

NEW CLIENT ONBOARDING FEE (Conditionally Waived Subject to Section 2.c)

- ***$10,000.00***

BILLING AND REIMBURSEMENT SERVICE FEE:

QMC will be the exclusive provider of transportation billing and reimbursement services for the **Provider** as described above at a rate of:

- **5.00% of Collected Revenue**

ASSUMPTIONS AND DEFINITIONS

Collected Revenue will include all revenue that is collected and posted in the **QMC** billing system and reported to **Provider** on a monthly basis.

Estimated 2,400 claims per year based on the data provided.

INCLUDED TECHNOLOGY AND SERVICES

The following technology and services are included in our all-inclusive price proposal:

- Access to Industry Experts
- Account Management with Client Success Manager
- Automated Electronic Data Import from ePCR Software
- Billing and Reporting Software
- Client Team Meetings & Analytical Services
- Compassionate Billing & Patient Services
- Compliance Services & Regulatory Updates
- Comprehensive EMS Billing Services
- Data Export to Collection Agency, if desired
- eServices for Credit Card Processing
- HIPAA Compliant Interpretation Services Initial Documentation & Q-Bi Analytics Training
- Industry Benchmarking
- Invoice and Correspondence Printing and Postage
- Mailroom Services
- Networking Opportunities with Peer Agencies
- Ongoing Annual Documentation Training
- Payment Processing
- Q-Bi Business Intelligence Tool
- Supplemental Education Opportunities – Webinars, podcasts, presentations, etc.
- 24/7/365 Client Access Portal

ATTACHMENT B

REPORTS

REPORTS

Operational and Financial Reporting. QMC shall provide operational reports to the identified contact person(s) at **Provider** at the intervals specified below:

Monthly Reports:

1. **Closing Balance Summary Report.** This report provides a summarized roll forward of the open A/R balance, reflecting charges, credits, charge adjustments, credit adjustments and other adjustments.

2. **Charge Summary Report.** This report provides the detail of charges within the reporting period.

3. **Charge Adjustment Summary Report.** This report provides information pertaining to charges added to the system within the reporting period that relate to a previously closed period.

4. **Credit Summary Report.** This report provides a summary of all credits, including contractual adjustments, payments, refunds and write-offs, which occurred within the reporting period.

5. **Credit Adjustment Summary Report.** This report provides information pertaining to credits added to the system within the reporting period that relate to a previously closed period.

6. **Payor Summary Report.** This report provides a summary of charges and credits associated with each payor.

7. **Payor Adjustments Summary Report.** This report provides a summary of all charge and credit adjustments associated with each payor.

8. **Payor Aging Report.** This report includes a summary and detail listing of the open patient accounts receivable by trip date and initial bill date delineated by payor and as to the following periods: 0-30 days, 31-60 days, 61-90 days, 91-120 days, 121-180 days and over 180 days.

ATTACHMENT C

BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("**BAA**") is made effective as of March 1, 2025 (the "**Effective Date**"), by and between **DICKINSON FIRE DEPARTMENT** ("Covered Entity") and **QUICK MED CLAIMS, LLC** ("Business Associate").

RECITALS

WHEREAS, Covered Entity and Business Associate have entered into an arrangement (the "**Services Arrangement**") pursuant to which Business Associate provides billing and accounts receivable management services to Covered Entity that involve access to Protected Health Information (defined below);

WHEREAS, Covered Entity and Business Associate are entering into this BAA in order to comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 and Subtitle D of the Health Information Technology for Economic and Clinical Health ("**HITECH**") Act, and the regulations and guidance promulgated pursuant to the foregoing laws (collectively, "**HIPAA**"); and

WHEREAS, to the extent the parties have previously entered into a business associate contract, this BAA supersedes and replaces such contract as of the date stated above.

NOW, THEREFORE, in consideration of the mutual promises set forth in this BAA and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Covered Entity and Business Associate hereby agree to the following terms.

1. Definitions

1.1. Breach shall have the same meaning as the term "breach" in 45 CFR §164.402.

1.2. Designated Record Set shall have the same meaning as the term "designated record set" in 45 CFR §164.501.

1.3. Electronic Protected Health Information shall have the same meaning as the term "electronic protected health information" in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.4. Individual shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

1.5. Privacy Rule shall mean 45 CFR Part 160 and Part 164, Subparts A and E.

1.6. Protected Health Information shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.7. Required By Law shall have the same meaning as the term "required by law" in 45 CFR § 164.103.

1.8. Secretary shall mean the Secretary of the Department of Health and Human Services or his or her designee.

1.9. Security Incident shall have the same meaning as the term "security incident" in 45 CFR § 164.304.

1.10. **Security Rule** shall mean 45 CFR Part 160 and Party 164, Subparts A and C.

1.11. **Subcontractor** shall have the same meaning as the term "subcontractor" in 45 CFR § 160.103.

1.12. **Unsecured Protected Health Information** shall have the same meaning as the term "unsecured protected health information" in 45 CFR § 164.402.

Unless otherwise provided in this BAA, all terms have the same meaning as set forth in HIPAA, as amended. All citations to the Code of Federal Regulations set forth in this BAA shall include all subsequent, updated, amended and/or revised provisions thereto.

2. Obligations and Activities of Business Associate

2.1. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this BAA or as Required By Law.

2.2. Business Associate agrees to use appropriate safeguards and comply, where applicable, with the Security Rule with respect to Electronic Protected Health Information, to prevent use or disclosure of the information other than as provided for by this BAA.

2.3. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this BAA of which it becomes aware, including any Breaches of Unsecured Protected Health Information as required by 45 CFR §164.410.

2.4. In accordance with 45 CFR §164.502(e)(1)(ii), Business Associate agrees to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate agree to restrictions and conditions substantially similar to those that apply through this BAA to Business Associate with respect to such information.

2.5. If Business Associate maintains Protected Health Information in a Designated Record Set, Business Associate agrees to make available such Protected Health Information as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.524 and make available such Protected Health Information for amendment and incorporate any amendments to such Protected Health Information as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.526.

2.6. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

2.7. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures of Protected Health Information as necessary to satisfy Covered Entity's obligations under 45 CFR § 164.528 and the HITECH Act.

2.8. With respect to Electronic Protected Health Information, Business Associate agrees to (a) comply with the applicable requirements of the Security Rule, (b) in accordance with 45 CFR §164.308(b)(2), ensure that any Subcontractors that create, receive, maintain or transmit Electronic Protected Health Information on behalf of Business Associate agree to comply with the applicable requirements of the Security Rule by entering into a contract or other arrangement that complies with 45 CFR §164.314, and (c) report to Covered Entity any Security Incident of which it becomes aware, including Breaches of Unsecured Protected Health Information as required by 45 CFR §164.410. This section constitutes ongoing notice by Business Associate to Covered Entity of the existence and occurrence of attempted but Unsuccessful Security Incidents for which no additional notice to Covered Entity is required. The term "Unsuccessful Security Incidents" includes, without limitation: pings and other broadcast attacks

on Business Associate's firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the foregoing, so long as no such incident results in unauthorized access to, use or disclosure of Electronic Protected Health Information.

2.9. To the extent Business Associate is to carry out any obligation of Covered Entity under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to the Covered Entity with respect to such obligation.

3. Permitted Uses and Disclosures by Business Associate

3.1. Business Associate may use or disclose Protected Health Information to perform functions, activities or services for or on behalf of Covered Entity pursuant to the Services Arrangement, provided that any such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

3.2. Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

3.3. Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.4. Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity, as permitted by 42 CFR § 164.504(e)(2)(i)(B), and Business Associate may de-identify Protected Health Information provided that such de-identification conforms to the requirements of the Privacy Rule.

3.5. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

4. Obligations of Covered Entity

4.1. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except that Business Associate may use or disclose Protected Health Information as specified in Section 3 above.

4.2. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.3. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by any Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.4. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

5. Term and Termination

5.1. Term. The term of this BAA shall begin as of the Effective Date and shall terminate upon (i) the later of the termination or expiration of the Services Arrangement or the cessation of all services pursuant to the Services Arrangement or (ii) the termination of this BAA pursuant to Section 5.2 below.

5.2. Termination for Cause. This BAA may be terminated by either party upon the material breach of this BAA by the other party in the event that the defaulting party fails to cure such material breach within thirty (30) days following written notice from the non-defaulting party describing such material breach.

5.3. Effect of Termination. Upon termination of this BAA for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Notwithstanding the foregoing sentence, in the event Business Associate determines that returning or destroying certain Protected Health Information is infeasible, Business Associate shall retain such Protected Health Information, extending the protections of this BAA to such Protected Health Information and limiting further uses and disclosures of such Protected Health Information to those purposes for which such PHI was retained. For purposes of this Section 5.3, "infeasible" includes but is not limited to circumstances in which further use or disclosure of Protected Health Information is or may be Required By Law or otherwise necessary for Business Associate's proper management and administration or carrying out its legal responsibilities.

6. Miscellaneous

6.1. Regulatory References. A reference in this BAA to a section in the Privacy or Security Rule or other section of the HIPAA regulations means the section as in effect or as amended.

6.2. Survival. Any provision of this BAA which imposes an obligation after termination of this BAA, including but not limited to Section 5.3, shall survive the termination of this BAA and continue to be binding on the parties.

6.3. Interpretation; Entire Agreement; Amendment. Any ambiguity in this BAA shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA. With respect to the subject matter of this BAA, this BAA supersedes all previous contracts by and between the parties and, together with the Services Arrangement, constitutes the entire agreement between the parties. In the event that a provision of this BAA conflicts with a provision of the Services Arrangement, the provision of this BAA shall control; provided, however, that to the extent any provision within the Services Arrangement imposes more stringent requirements than those required in the BAA, the parties agree to adhere to the terms of the Services Arrangement. Otherwise, this BAA shall be construed under, and in accordance with, the terms of the Services Arrangement. This BAA may be amended only by written agreement between the parties.

6.4. Assignment. No assignment of the rights or obligations of either party under this BAA shall be made without the express written consent of the other party, which consent shall not be unreasonably withheld. This BAA shall be binding upon and shall inure to the benefit of the parties, their respective successors and permitted assignees.

6.5. Notices. Any notice required or permitted under this BAA shall be given in writing and delivered by electronic mail or facsimile with confirmation of receipt, by hand, by nationally recognized overnight delivery service or by registered or certified mail, postage pre-paid and return receipt requested, to the following:

Business Associate: Quick Med Claims, LLC
Attention: S. Mark Talley, CEO
1400 Lebanon Church Road
Pittsburgh, PA 15236
Mtalley@quickmedclaims.com

Covered Entity: City of Dickinson
Attn: Jeremy Presnell
2475 State Avenue North
Dickinson, ND 58601
Jeremy.presnell@Dickinsongov.com

Notice of a change in address of one of the parties shall be given in writing to the other party as provided above. All notices shall be effective upon receipt.

6.6. Governing Law. To the extent not preempted by Federal law, this BAA shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law provisions that would require application of the law of another state.

6.7. Counterparts; Signature. This BAA may be executed in multiple counterparts, which together shall constitute an original. Also, this BAA may be executed by facsimile or electronic signature.

6.8. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors and assigns of the parties any rights, remedies, obligations, or liabilities whatsoever.

6.9. Other Requirements. Business Associate and Covered Entity agree that, to the extent not incorporated or referenced in this BAA, other requirements under the HITECH Act (as well as any other requirements under HIPAA) that apply to business associates, and that are required to be incorporated by reference in a business associate agreement, are incorporated into this BAA as if set forth in this BAA in their entirety and are effective as of the applicable date for each such requirement on which the Secretary will require business associates to comply with such requirement. Business Associate shall comply with the obligations of a business associate as prescribed by HIPAA and the HITECH Act commencing on the applicable date of each such requirement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this BAA by and through their duly authorized representatives.

COVERED ENTITY:

City of Dickinson

BY:_____

NAME: Scott Decker

TITLE: Commission President

DATE:_____

ATTEST:

BY:_____

NAME: Dustin D. Dassinger

TITLE: City Administrator

DATE:_____

BUSINESS ASSOCIATE:

Quick Med Claims, LLC

BY:_____

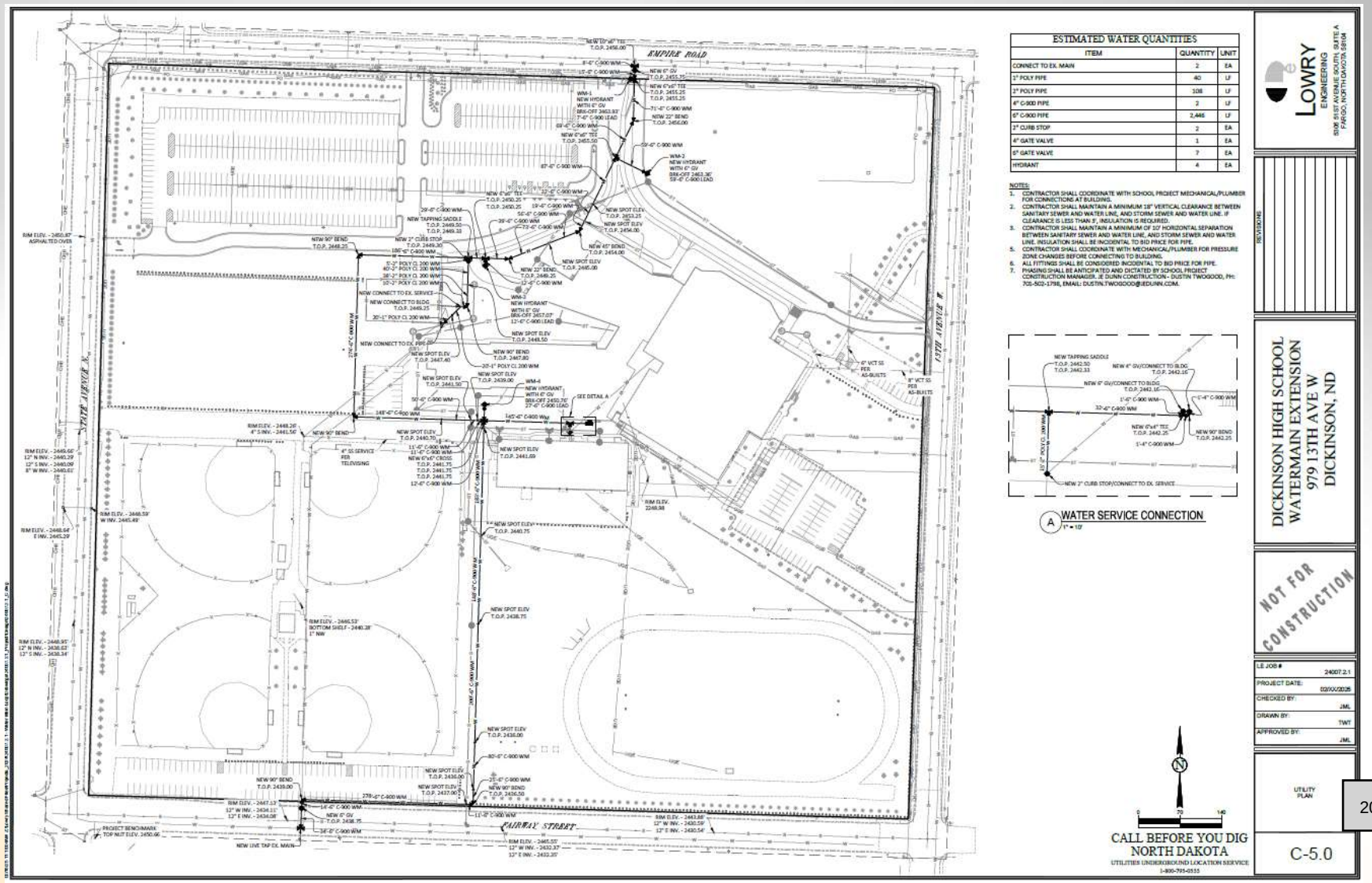
NAME: S. Mark Talley

TITLE: Chief Executive Officer

DATE:_____

Dickinson High School Development Agreement: 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

March 10, 2025

RE: March 18th Commission Meeting

DICKINSON HIGH SCHOOL PROJECT DEVELOPMENT AGREEMENT

For your consideration is a development agreement with Dickinson Public School District #1 (Owner) to extend a new looped 6-inch PVC watermain from Fairway Street to Empire Road across the property legally described as Block 1, Senior High School Addition. This development agreement was approved by the Dickinson Public School District #1 Board meeting on Monday March 10, 2025. The intent of the new looped 6-inch PCV watermain is to supply water for the new high school expansion. The Owner will be required to provide a utility easement which will be dedicated to the City of Dickinson after the watermain is installed. The utility easement will provide the City of Dickinson access to the new watermain to owns and maintain the system. The looped watermain from Empire Road to Fairway Street will minimizing any potential future risk of not supplying water to the High School if there were to be an issue with the City of Dickinson infrastructure.

As specified in Section 2 of the Development Agreement, the City of Dickinson will bid the watermain extension project as a City of Dickinson Capital Improvement project which has been designated as project number 202511. The City of Dickinson will aid the Owner in submitting a cost share application to the North Dakota Department of Water Resources (NDDWR) which is anticipated to fund approximately 60% of the project. If the cost share funding is approved by the North Dakota State Water Commission, the City of Dickinson will execute the watermain extension project 202511, submit the cost share request documentation to the NDDWR, and then invoice the Owner for all remaining project expenses that were not funded by the NDDWR. The NDDWR cost share application has been submitted for a cost share amount of **$486,729**. The remainder of the project cost is estimated to be **$359,486** which will be invoiced to the Owner based on the actual project expenses.

The City Engineering staff recommends approval.

DEVELOPMENT AGREEMENT

THIS AGREEMENT (the Agreement), made on the_____ day of _____, 20___ ("Effective Date") between the City of Dickinson, a political subdivision, hereinafter called the CITY, and the OWNER as identified herein.

OWNER Name and Address: Dickinson Public School District #1
444 4th Street West
Dickinson, ND 58601

Legal Description: Block 1, Senior High School Addition
Also referred to herein as "Senior High School Addition"
Also referred to herein as the "Subject Property"

RECITALS

WHEREAS, the OWNER is the fee owner of the Subject Property, located in the City of Dickinson, Stark County, North Dakota, legally-described as provided above; and

WHEREAS, the OWNER intends to improve the Subject Property; and

WHEREAS, the OWNER and CITY agree that the Subject Property will be improved and developed pursuant to the terms of this Agreement, a Multi-Party Construction and Funding Agreement and all applicable City ordinances and regulations;

NOW THEREFORE, in mutual consideration of the promises, covenants and agreements of the parties contained herein, the parties hereby agree as follows:

1. Regulation of Development. This Agreement is executed in conformance with the City of Dickinson Municipal Code and shall satisfy the requirements contained therein for a Development Agreement to be completed prior to the **start of construction for the watermain extension on Subject Property.** This Agreement shall control the development of the Property and the construction of Municipal Improvements necessary to serve the Subject Property with municipal services. Remedies contained in this Agreement shall be in addition to those otherwise provided by law to the City for other violations of the City of Dickinson Municipal Code.

2. Infrastructure Improvements – Special Conditions. Except as otherwise stated in this Agreement, the OWNER hereby agrees that it will fund the plans and specifications for the construction of the watermain extension from Fairway Street to Empire Road. Refer to Exhibit A which shows the proposed watermain extension through the Subject Property. The Owner shall fund the bidding support and North Dakota Department of Water Resources (NDDWR) Cost Share application. The City of Dickinson will assist the Owner with the submittal of the necessary documents to the NDDWR. The Owner shall also submit and acquire approval for the watermain extension from the North Dakota Department of Environmental Quality. The City of Dickinson shall construct all infrastructure improvements as required by the City of Dickinson Municipal Code.

The required infrastructure improvements shall be subject to the following Special Conditions:

a) Owner shall submit Municipal Construction plan sheets, completed by a ND registered PE, for review and approval by the City Engineer or their designee.
b) The registered PE shall attend the North Dakota State Water Commission (NDSWC) meetings (two, pre-commission and commission) to aid in the best efforts to obtain approval of the NDDWR cost share funding which is anticipated to be approximately 60% of the eligible costs for the watermain extension. The eligibility of the cost share from the NDDWR is determined by the NDDWR Cost-Share Project Funding Policy, Procedures, and General Requirements document dated October 10, 2024.
c) The City of Dickinson Capital Improvement Project 202511, Dickinson High School Watermain Extension, has been created by the City of Dickinson for this project. The proposed watermain extension shown on Exhibit A is the only scope of work included in the City of Dickinson project. All other scopes of work for the Dickinson High School expansion project are the responsibility of the Dickinson School District.
d) Assuming the NDDWR cost share funding is approved by the NDSWC, the City of Dickinson will bid the project 202511 Dickinson High School Watermain Extension as a City of Dickinson Capital Improvement Project to be executed during the construction season of 2025.
e) Assuming the NDDWR cost share funding is approved by the NDSWC, all project related costs shall be reimbursed to the City of Dickinson by Owner. Said reimbursements shall include all non-eligible cost share scopes of work as per the NDDWR Cost Share Manual, and all of the remaining NDDWR Cost Share eligible scopes of work that have not been funded by the NDDWR.
    a. The City of Dickinson will review and approve all construction invoices related to the watermain extension scope of work, pay the invoices as necessary based on City of Dickinson Staff review;
    b. Submit all cost share requests to the NDDWR for all eligible scopes of work;
    c. After the NDDWR submits payment to the City of Dickinson for the eligible scopes of work, the City of Dickinson will invoice Owner for the remainder of the costs incurred by the City of Dickinson for the project.
f) After the installation of the watermains and appurtenances as shown in Exhibit A, a 15-foot wide utility easement shall be prepared by Owner that is centered along the installed watermain route.

3. **City Engineer Approval Required.** No improvements within the Subject Property shall be made unless and until necessary plans and specifications therefore have been submitted to and approved by the City Engineer in accordance with the City of Dickinson Municipal Code for the Subject property covered by such plans and specifications.

4. **Building Permits**. The CITY's approval of this Agreement does not include approval of permits for construction within the Subject Property. The OWNER shall separately apply to the CITY for any building permits, certificates of occupancy, right-of-way permits, or similar approvals for any and all construction within the Subject Property.

5. **Plan Review Fees.** Pay, at OWNERS expense, for any and all building permit related review fees required for review of construction plans, engineering plans or construction inspection of municipal infrastructure within the Subject Property.

6. **Inspection.** The OWNER shall provide for engineering inspection of all construction of the proposed watermain extension included with the project as shown in Exhibit A. Weekly inspection reports shall be submitted to the OWNER and the CITY. Any change orders shall be approved by the CITY before the work occurs. The inspector shall certify to the CITY that all construction was performed in general conformance with the approved plans and specifications. At a minimum, engineering inspectors will be onsite when any testing is being performed, when asphalt or concrete paving is underway and when connections are being made to the city's water system. After project completion, the engineer shall provide as-built drawings to include both a pdf and shape files, change orders, and final review and acceptance forms.

7. **Repairs and Replacements.** The OWNER or OWNER'S agent shall replace, or have replaced, or repair, or have repaired, as the case may be, any and all pipes and appurtenances within the utility easement within the Subject Property that have been destroyed or damaged by the OWNER or OWNER'S agents. The OWNER shall replace, or have replaced, or repair, or have repaired, as the case may be, and pay for the entire cost of such replacement or repair, of any and all property damaged or destroyed by reason of any work done pursuant to this Agreement, whether such property is owned by the United States, or any agency or entity thereof, or the State of North Dakota, or any agency or political subdivision thereof, or by the CITY or by any public or private corporation, or any person whomsoever, or by any combination of such owners. Any such repair or replacement shall be to the satisfaction, and subject to the approval of the City Engineer or their designee. The City of Dickinson will own and operate the watermain and appurtenances located with the utility easement after the Certificate of Occupancy has been issued to Owner for the High School expansion project which is currently scheduled to occur in 2026.

8. **Title to Public Improvements.** Title to, and ownership of, any and all municipal improvements within the public right-of-way or easement dedicated and granted within the Subject Property, having been constructed by the OWNER or its agents or assignees, shall vest in the CITY upon completion and acceptance of such improvements with the following exception: water service and fire lines are owned and maintained by the property owner from the building structure to the water main.

9. **Agreement Runs With the Land.** This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective heirs, administrators, representatives, successors, and assigns. This Agreement shall run with the land, and shall be recorded with the Office of the Stark County Recorder against the Subject Property. The OWNER shall specifically notify the purchaser thereof of this Agreement. All obligations, promises and covenants of the OWNER contained herein shall similarly be binding upon purchasers of the Subject Property.

10. **Severability.** In the event that any provision of this Agreement shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other section or provision of this Agreement.

11. **Non-waiver.** Each right, power or remedy conferred upon the CITY or the OWNER by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the CITY or the OWNER at law or in equity, or under any other agreement. Each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the CITY or the OWNER and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. If either party waives in writing any default or nonperformance by the other party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

12. **Governing Law – Venue.** This Agreement shall be governed by and construed according to the laws of the State of North Dakota. The parties hereby stipulate and agree that the District Court, Southwest Judicial District, State of North Dakota, shall have personal jurisdiction over the parties hereto, and that such District Court, Southwest Judicial District, State of North Dakota, is the appropriate and proper venue for resolving any dispute under this Agreement.

13. **Entire Agreement.** This Agreement contains the entire agreement between and among the parties hereto, and supersedes all prior and contemporaneous discussions, negotiations, understandings, and agreements, whether oral or written, express or implied, between or among them relating to the subject matter of this Agreement. This Agreement may not be amended orally, nor shall any purported oral amendment (even if accompanied by partial or complete performance in accordance therewith) be of any legal force or effect or constitute an amendment of this Agreement, but rather this Agreement may be amended only by an agreement in writing signed by the parties.

(Signatures begin on following page)

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF DICKINSON

By: _____
Scott Decker, President
Board of City Commissioners.

ATTEST:

_____
Dustin Dassinger
Dickinson City Administrator

STATE OF NORTH DAKOTA)
) ss
COUNTY OF STARK)

On this _____ day of _____, 20___, before me personally appeared **SCOTT DECKER** and **DUSTIN DASSINGER** known to me to be, respectively, the President of the Board of City Commissioners and the City Administrator of the City of Dickinson, the persons who are described herein and who executed the within and foregoing instrument and acknowledged to me that the City of Dickinson executed the same.

_____
Notary Public
Stark County, North Dakota

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

OWNER
DICKINSON PUBLIC SCHOOL DISTRICT NO. 1

By: _____
Michelle Orton, School Board President

STATE OF NORTH DAKOTA)
) ss
COUNTY OF STARK)

On this 10th day of March 2025, before me personally appeared **MICHELLE ORTON, School Board President,** the Authorized Agent of Dickinson Public Schools, the **OWNER** described herein, known to me, and who executed the within and foregoing document and acknowledged to me that such entity executed the same.

_____
Twila Petersen, Notary Public
Stark County, North Dakota

Exhibit A

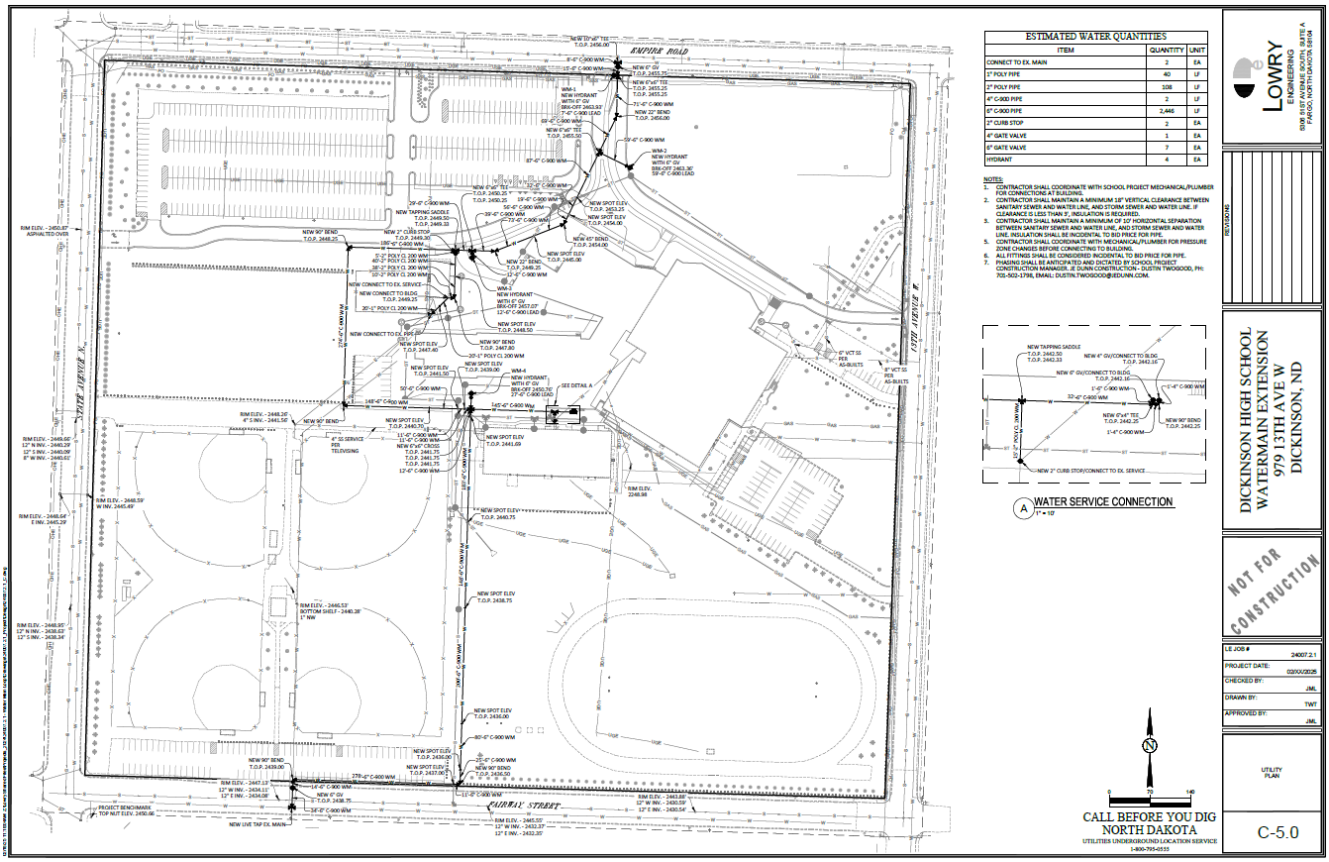
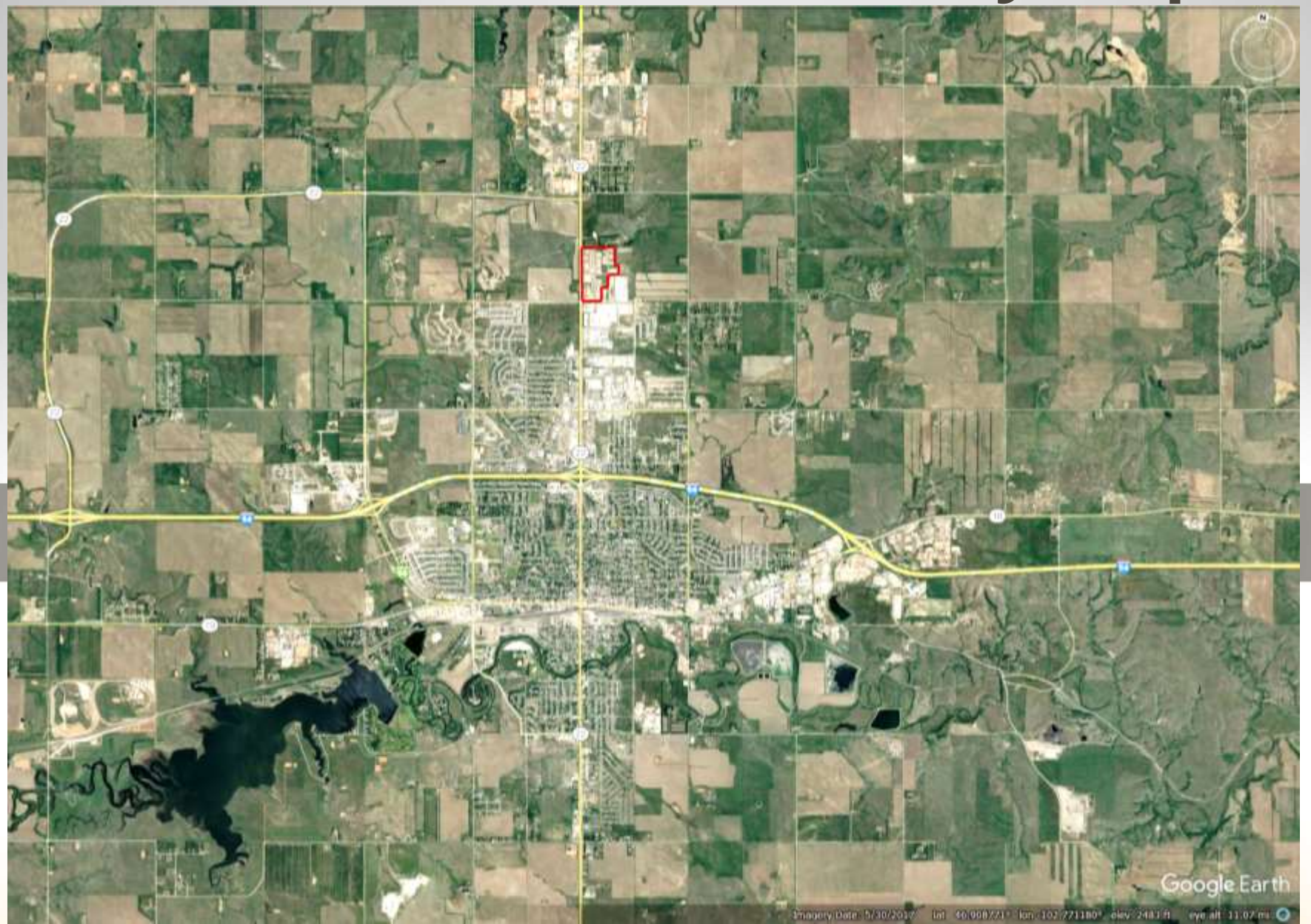


Exhibit A: Sheet C-5.0 from the project plans prepared by Lowry Engineering

North Industries – Vicinity Map



North Industries – Project Area Map

North

CITY OF Dickinson North Dakota

Engineering Memorandum

March 12, 2025

RE: March 18, 2025 City Commission Meeting

NORTH INDUSTRIES IMPROVEMENTS STREET AND STORMWATER PROJECT – SID RESOLUTION 202216-1 TO LOWER INTEREST RATE

For your consideration is a Resolution to modify the previously approved Resolution No. 17-2024 for the North Industries Improvements Street and Stormwater Project Special Improvement District 202216-1. This district was approved at the April 2, 2024 Commission Meeting. At the November 19, 2024 City Commission meeting, Resolution No. 47-2024 for the 2025 Road Maintenance Project Special Improvement District 202501-1 and 48-2024 for the 2025 Watermain and Lead Service Line Replacement Project Special Improvement District 202503-1 were approved. The two resolutions approved at the November 19, 2024 City Commission meeting set the interest rate at 3.7% which was the average daily 10-year Treasury Yield interest rate for the month of September 2024.

These protests did not meet the statutory requirement to bar the City from proceeding with the special improvement project at the time of the April 2, 2024 City Commission meeting.

The project benefits are listed below:

- The streets and storm water improvements to what is existing gravel surfaced roadways. These improvements will ensure safe access throughout the project area and reduce the frequency and severity of storm water impacts to the adjacent properties. The street improvements will extend the life expectancy of the roadways and will reduce maintenance costs for the City.

The total project construction cost is estimated to be $1.40 million, which will be funded through a combination of special assessments and City funds. The total assessment estimate for the project is approximately ***$795,000*** as per the latest engineering opinion of probable costs. The assessment amount will be included in property taxes and paid back over 10 years at an interest rate of 3.7%. Those who pay their assessments in full by October 1, 2026, will not be charged interest or penalties.

If this resolution is approved by the City Commission, engineering staff will proceed with the bidding of the project and to change the interest rate for the special improvement district.

Engineering staff recommend approval.

RESOLUTION NO. _____ – 2025

A RESOLUTION FOR THE NORTH INDUSTRIES IMPROVEMENTS STREET AND STORMWATER PROJECT SPECIAL IMPROVEMENT DISTRICT NO. 202316-1 DIRECTING THE FILING OF AN ENGINEER'S REPORT REGARDING THE SAME, AND DECLARING THAT IT IS NECESSARY TO MAKE THE IMPROVEMENTS DESCRIBED THEREIN.

WHEREAS, on the 2nd day of April, 2024, the Board of City Commissioners of the City of Dickinson adopted Resolution No. 17-2024, determining the written protests for the North Industries Improvements Street and Stormwater Project Special Improvement District No. 202316-1. On the 19th day of November, 2024, the Board of City Commissioners of the City of Dickinson adopted resolutions for the 2025 Road Maintenance Project Special Improvement District No. 202501-1 and the 2025 Watermain and Lead Service Line Replacement Project Special Improvement District No. 202503-1. The project resolutions set the interest rate to be 3.7% which was the average daily 10-year Treasury Yield interest rate for the month of September 2024.

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Dickinson, North Dakota, as follows:

1. The City of Dickinson hereby revises the previously approved Resolution No. YY-2024 for the 2025 Road Maintenance Project Special Improvement District No. 202501-2 to remove the curb and gutter removal and replacement from the special assessment improvement district, and set the interest rate to be 3.7%. Such special assessment improvement district shall include the following:

LOTS 1, BLOCK 1, REPLAT OF BURWICK FIRST SUBDIVISION
LOTS 6-8, BLOCK 1, REPLAT OF BURWICK FIRST SUBDIVISION
LOTS 1-5, BLOCK 2, REPLAT OF BURWICK FIRST SUBDIVISION
LOTS 1, BLOCK 1, BURWICK SECOND SUBDIVISION
LOTS 1-8, BLOCK 1, LANE'S SUBDIVISION
LOTS 1-16, BLOCK 2, LANE'S SUBDIVISION
LOTS 1-17, BLOCK 3, LANE'S SUBDIVISION

2. Pursuant to N.D.C.C. § 40-22-19, the Board of City Commissioners hereby directs the advertisement of bids for the 2025 Road Maintenance Project.

3. Pursuant to NDCC 40-22-10, the Board of City Commissioners hereby directs its municipal engineering consultant to prepare a report as to the general nature, purpose, and feasibility of the proposed improvement and an estimate of the probable cost of the improvement, including: (1) a separate statement of the estimated cost of the work for which proposals must be advertised under NDCC Section 40-22-19; and (2) a separate statement of all other items of estimated cost not included under subsection (1) which are anticipated to be included in the cost of the improvement under NDCC Sections 40-23-05 and 40-23.1-04. Such engineer's report has been received by the City and is hereby approved.

4. Pursuant to N.D.C.C. § 40-22-19, the Board of City Commissioners also hereby finds that total of the present and likely future benefits of the project exceed the total cost of the project. The portion of the benefits of the project received by the City and the general public at large is 43.4% and the portion that specifically benefits the property in the district is 56.6%.

5. Pursuant to N.D.C.C. § 40-22-19, the Board of City Commissioners also hereby finds the proposed assessments for each lot and parcel are necessary to pay that parcel's just proportion of the total cost of such work, finding that such proposed assessments do not exceed the benefits to each lot, and recommending said assessments to the City Commission for approval.

6. The Board of City Commissioners hereby declares that it is necessary to make the improvements described in the engineer's report. The engineer's report and a map of the City showing the proposed improvement district is attached hereto and incorporated herein by reference.

Dated this ____ day of March, 2025.

_____
Scott Decker, President
Board of City Commissioners

ATTEST:

_____
Dustin Dassinger
Dickinson City Administrator

BRAUN INTERTEC
The Science You Build On.

Braun Intertec Corporation
2908 Morrison Avenue, Suite 3
Bismarck, ND 58504

Phone: 70
Fax: 70[illegible]
Web: braunintertec.com

March 10, 2025 B2406649.08

Kristopher Keller, PE
City of Dickinson
38 1st Street SW
Dickinson, ND 58601

Re: Proposal for Additional Services
Coating Evaluation
East Side Water Tank
Dickinson, North Dakota

Dear Mr. Keller:

Braun Intertec Corporation respectfully submits this proposal to perform additional evaluations for the referenced project.

Background

The East Side water tower was constructed in 2016. We were provided as-built drawings, specifications, and testing resports related to the tank coatings, and a video of a tank inspection in 2023 that revealed large sheets of coatings that had separated into the tank. We discussed our review of the documents provided in a Teams call on February 13.

We understood that some paint chips were recovered at the water tower, and that the City was considering obtaining an additional inspection video and samples in preparation of a contract to recoat the tank interior later this year.

Additional Services

The following tasks are proposed to assist the City with their evaluation and future work. If unfavorable or unforeseen conditions are encountered at any point during the completion of the tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming work.

Task #1
Perform microscopic examination on 5 paint samples to evaluate the type, thickness, and number of layers of the primer and epoxy coatings.

Task #2
Provide recommendations based on the results of the examination and a specifications for a contractor to perform the work. We will provide a recommended course of action based on the conditions exposed during the previous inspection based on the amount of surface area affected.

AA/EOE

Task #3
Review the results of any new inspection video or reports performed by others. Additional paint chips may be obtained for analysis.

Reporting
Data obtained from the tasks described above will be used to prepare a letter summarizing our observations and recommendations for the tank recoating.

Only an electronic copy of our report will be submitted to you unless you request otherwise. At your request, the report can also be sent to additional project team members.

Fees

We will furnish the services described in this proposal for a lump sum fee of $6,250. Additional requests for meetings, consulting or modifications to the report will be billed at a rate of $210 per hour. This work will be in addition to the $2,500 previously authorized, for a total cost of $8,750.

Our work may extend over several invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

Schedule

We can begin work within 1 week of written authorization. Our work will likely take 10 days to complete, though we will update you on our progress and results as the work takes place. We anticipate submitting final deliverables by the middle of April.

If our proposed scope of services cannot be completed according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

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. ***Please sign and return a copy to us in its entirety.***

The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

Our services will be provided under the terms of our existing agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please call Wes Dickhut at 701.934.1618.

Sincerely,

BRAUN INTERTEC CORPORATION

Charles (Wes) Dickhut, PE
Associate Director, Principal Engineer

The proposal is accepted, 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.

Braun Intertec Corporation
2908 Morrison Avenue, Suite 3
Bismarck, ND 58504

Phone: 701
Fax: 701.255.7208
Web: braunintertec.com

June 14, 2023

Proposal QTB198010

Sylvia Miller
City of Dickinson
38 1st Street West
Dickinson, ND 58601

Re: Proposal for a Geotechnical Evaluation
City of Dickinson 2025 Geotechnical Engineering Services
Various Infrastructure and Engineering Improvement Projects

Dickinson, North Dakota

Dear Ms. Miller:

Braun Intertec Corporation respectfully wishes to express our interest in completing geotechnical evaluations for the various infrastructure and engineering improvement projects in Dickinson.

Project Information

Per the RFP provided by Sylvia Miller with the City of Dickinson dated May 16, 2024, and our conference call on June 5, we understand the proposed project will include the following:

- Task 1: 202503 – 2025 Watermain and Lead Service-line Replacement.
  Consists of the removal and replacement of approximately 2570 linear feet of water main and water service lines. Five (5) borings to a nominal depth of 10 feet and fifteen (15) cores along various streets near Dickinson State University are requested to document current conditions, obtain ground water levels, and assist in future pavement designs.

- Task 2: TBD – Sims from 2nd street E to 9th street E
  Consist of removing and replacing the sanitary sewer and water main along the route, including the services to the curb stops. The project will be a full replacement of the existing pavement. Nine (9) borings to a nominal depth of 10 feet and nineteen (19) cores along sims street are requested to document current conditions, obtain ground water levels, and assist in future pavement designs.

- Task 3: To be omitted.

- Task 4: 202215 – Dickinson Public Library Expansion.
  Consists of the expansion of the Dickinson Public Library building with a single story, frost depth footings. Two (2) borings to a nominal depth of 20 feet to assess current soil conditions and aid in the foundation design of the building. We assume the column loads will be less than 75 kips and wall loads less than 7 kips per lineal foot (klf).

- Task 5: 202501 – 2025 Road Maintenance.
  Consists of mill and overlay of approximately 13,400 linear feet and the construction of 400 linear feet of new roadway. Twenty-five (25) borings to a nominal depth of 10 feet and fifty (50) cores are requested to document current conditions, obtain ground water levels, and assist in future pavement designs.

- Task 6: 202414 – 10th Avenue E from Villard to Museum Drive.
  Consists of mill and overlay of approximately 4,750 linear feet. Five (5) borings to a nominal depth of 10 feet and sixteen (16) cores are requested to document current conditions, obtain ground water levels, and assist in future pavement designs.

- Task 7: 202415 – 10th Avenue E from Museum Drive to 21st Street E.
  Consists of mill and overlay of approximately 5,230 linear feet of pavement. Four (4) borings to a nominal depth of 10 feet and eight (8) cores are requested to document current conditions, obtain ground water levels, and assist in future pavement designs.

- Task 8: 202417 – 5th Street SE from 3rd Avenue W to 6th Avenue E.
  Consists of mill and overlay of approximately 1,710 linear feet and the construction of 800 linear feet of new roadway. Eight (8) borings to a nominal depth of 10 to 15 feet and thirteen (13) cores are requested to document current conditions, obtain ground water levels, and assist in future pavement designs.

  Task 9: Museum?

Suggested exploration locations, depths, and laboratory testing were provided in the RFP. We have no objection to the suggested locations and have used them as the basis for this cost estimate.

Qualifications

Our work will be managed by Carey Yoder, PE, and reviewed by Wes Dickhut, PE, in our Bismarck office. We are both registered as professional engineers in North Dakota. We have performed geotechnical evaluations as subconsultants for KLJ Engineering and Apex Engineering on many street and utility projects in Dickinson, and have worked with the city to evaluate pavement distress and mitigation options near Menard's. We have an office in Bismarck that is staffed with experienced engineering technicians and an operations supervisor in Dickinson that will be able to provide support during construction, in case unexpected conditions are encountered. Resumes are attached.

We will be able to add these field explorations into our schedule so that we can meet your project schedule. We do not anticipate that this project will be adversely impacted by our current project workload. We do not anticipate any conflicts of interest associated with these projects.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of the various projects.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Coordination

We have proposed to perform all tasks during 2 consecutive weeks of field work. We intend to provide you with weekly status updates beginning 2 weeks before performing the field work until final report delivery. If the projects are authorized separately, additional mobilization and coordinate fees will be billed to the project.

Site Access

Based on aerial photographs, it appears that the exploration locations are accessible to a truck mounted drill rig. We assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

We understand that the City of Dickinson will be able to assist with snow removal if required.

Staking

We will stake prospective subsurface exploration locations, as selected by you, by taking the aerial imagery or site plan provided and overlaying it into Google Earth. We will extract the latitude and longitude of boring locations from the program and enter them into our Trimble Catalyst GPS (Global Positioning System) receiver having an estimated horizontal accuracy of +/- 1 foot. If development of the plans and specifications requires exploration locations with a higher degree of accuracy, we request that you have the boring locations staked by a licensed surveyor prior to our mobilization to the site.

We will obtain surface elevations at the boring locations using our Trimble Catalyst GPS receiver and report elevations relative to the WGS 84 datum. We ordinarily provide centimeter-level accuracy for our measurements. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project or give us contact information for the consultant that might have such information.

Utility Clearance

Prior to drilling or excavating, we will contact North Dakota One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

If you, or your authorized representative, cannot locate underground objects or private utilities that are suspected or known to exist, we can retain a private locate company for an additional fee. Fees charged will include 1.15x the subcontractor fee and additional time from our staff to coordinate the work on site. If performed, the property owner must also be available to assist the private locate company in determining the presence of any underground objects or the location of utilities. We will not be liable for any damages resulting from unidentified or misidentified underground objects or utilities. Further, we reserve the right to stop work if underground objects or utilities are suspected or known to exist, but locations cannot be accurately determined.

Traffic Control

Based on aerial images from Google Earth we anticipate performing the borings/cores within the existing drive lane. We also anticipate the exploration locations will require lane closures along the roadway alignment to alert motorists to our work area. We anticipate using 3D Specialties to perform appropriate signage and personal for lane closures. The traffic control subcontractor will move with us as we perform coring and boring operations throughout the area. There will be multiple days for the use of traffic control.

Pavement Coring

We will core pavements at the 111 exploration locations as selected by the City of Dickinson.

Penetration Test Borings

As requested, we will drill 65 standard penetration test (SPT) borings for the project. Table 1 provides a summary of the proposed boring locations and depths. We will perform standard penetration tests at 2 1/2-foot vertical intervals to a depth of about 15 feet, and at 5-foot intervals at greater depths.

Table 1. Summary of Proposed Borings

Location	Type	Quantity	Depth
Task 1: 202503 - 2025 Watermain and Lead Service-line Replacement	SPT	5	10
Task 2: TBD - Sims Street From 2nd Street E to 9th Street East	SPT	9	10
~~Task 3: Removed from RFP~~			
Task 4: 202215 - Dickinson Public Library Expansion	SPT	2	20
Task 5: 202501 - 2025 Road Maintenance	SPT	25	10
Task 6: 202414 - 10th Avenue E from Villard to Museum Drive	SPT	5	10
Task 7: 202415 - 10th Avenue E from Museum Drive to 21st Street E	SPT	4	10
Task 8: 202417 - 5th Street SE From 3rd Avenue W to 6th Avenue E	SPT	1	15
	SPT	7	10
Task 9: 202320 - Dickinson Museum Expansion	SPT	7	25

We have also made provisions to obtain 9 thin-walled tube samples of the soils encountered for laboratory testing.

We will collect bag samples from each of the borings from the auger cuttings for laboratory testing.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Groundwater Measurements

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs.

Borehole Abandonment

We will backfill our exploration locations immediately after drilling or after final groundwater measurements at each location.

We will backfill the borings with auger cuttings. Upon backfilling exploration locations, we will fill holes in pavements with a temporary patch.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we have budgeted to perform the following laboratory tests.

Table 2. Laboratory Tests

Test Name	ASTM/AASHTO Test Method	Purpose
Moisture content	T-265	Soil classification, moisture condition, and engineering properties
Atterberg limits	T-89 & T-90	Soil plasticity, shrink/swell potential, engineering parameters, suitability of soils for reuse
Sieve-hydrometer analysis	T-88	Soil classification using sieves for gravel- and sand-sized fractions and hydrometer for silt- and clay-sized fractions
Standard / Modified Proctor	T-99 / T-180	Determine maximum dry density and optimum moisture content of soil
California Bearing Ratio	D1883	Engineering parameter used in designing pavements
Sulfate and PH		Used to determine corrosivity of the soils
Unconfined Compression	D2166	Evaluate undrained shear strength for bearing capacity, settlement, and lateral pressure evaluations

We will determine the actual laboratory testing for the project depending on the encountered subsurface conditions. If we identify a laboratory testing program that exceeds the budget included in this proposal but provides additional value to the project, we will request authorization for the additional fees through a Change Order.

Engineering Analyses

We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to structure and pavement design and performance.

Report

For each project, we will prepare a report including appropriate recommendations for pavement, utilities, or building foundations. The reports will include:

- A CAD sketch showing the exploration locations.

- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing structure and pavement subgrades, and the selection, placement, and compaction of fill.
- Recommended net allowable bearing pressures for the design of spread footing foundations, and estimated settlements at the indicated pressures.
- Recommendations for pavements and exterior slabs, including subgrade support parameters, design pavement sections, bituminous pavement materials, and subgrade drainage. We can assist in pavement thickness recommendations if we are provided with traffic information including vehicle distribution and frequency.
- Recommendations for utilities including subgrade preparation and corrosion protection.

We will only submit an electronic copy of our reports to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule. Dates are based on receiving authorization for all tasks simultaneously by June 24, 2024.

- Drill rig mobilization and Coring – The week of September 9, 2024.
- Field exploration – 10 days on site to complete the work.
- Classification and laboratory testing – within 2 to 3 weeks after completion of field exploration.
- Preliminary results – within 2 weeks after completion of field exploration.
- Report submittal – within about 6 to 8 weeks after completion of field exploration.

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

Below is a table with the estimated fees for each project with traffic control included. The estimated fees assume release of all tasks and can be performed under one mobilization. Additional costs will need to be assessed if tasks are performed separately.

Table 3. Estimated Fees

Project:	Estimated Cost
Task 1: 202503 - 2025 Watermain and Lead Service-line Replacement	$17,110.00
Task 2: TBD - Sims Street From 2nd Street E to 9th Street E	$25,950.00
Task 3: Removed from RFP	$0.00
Task 4: 202215 - Dickinson Public Library Expansion	$6,540.00
Task 5: 202501 - 2025 Road Maintenance	$61,630.00
Task 6: 202414 - 10th Avenue E from Villard to Museum Drive	$16,675.00
Task 7: 202415 - 10th Avenue E from Museum Drive to 21st Street E	$13,335.00
Task 8: 202417 - 5th Street SE From 3rd Avenue W to 6th Avenue E	$23,775.00
Task 9: 202320 - Dickinson Museum Expansion	$13,145.00

We have attached a rate sheet for the work that we anticipate performing as part of this project. We will furnish the services described in this proposal on a time and materials basis on an estimated maximum fee basis that will not be exceeded without prior permission from you.

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period. Each project will be invoiced separately.

Additional Services

Our fees do not include potential costs due to the need for snow plowing, private utility locating, towing, stand-by time, or work that is not included in the above Scope of Services. We will charge costs for snow plowing or towing (if necessary) at a rate of 1.15 times the actual cost. For stand-by time (defined as time spent by our field crew due to circumstances that are beyond the control of our field crew or its equipment, or beyond the scope of services indicated above), we will charge a rate of $350 per hour.

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. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions that have been modified for previous projects with the City of Dickinson, 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 Carey Yoder at 701.425.4409 (cyoder@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION

Carey C. Yoder, PE
Project Engineer

Charles (Wes) Dickhut, PE
Principal Engineer/ Technical Leader

Steven P. Nagle, PE
Vice President/Principal Engineer

Attachments:
Resumes
Unit Rate Sheet
Previous Work Experience
General Conditions for the City of Dickinson (2/14/2023)

The proposal is accepted, and you are authorized to proceed.

City of Dickinson, ND

Authorizer's Firm

Authorizer's Signature

Scott Decker, President of City Commission

Authorizer's Name (please print or type)

President

Authorizer's Title

July 16, 2024

Date

BRAUN INTERTEC

CHARLES W. (WES) DICKHUT, PE

Technical Leader / Principal Engineer

EDUCATION

B.S., Geological Engineering,
Colorado School of Mines

M.S., Geologicial Engineering,
University of Idaho

PROFESSIONAL REGISTRATIONS

Professional Engineer:
ND No. PE-9213
MN No. 56467
MT No. 30686
SD No. 11962
WY No. 14979
KS No. 25457
CO No. PE. 0061048

CERTIFICATIONS

Remote Pilot Certificate No. 4452875

PROFESSIONAL AFFILIATIONS

North Dakota Society of Professional Engineers
- Past President, Chapter 3
- Vice President, Statewide

Minnesota Geotechnical Society

American Society of Civil Engineers

As a principal engineer at Braun Intertec in North Dakota, Mr. Dickhut serves as the technical leader for geotechnical engineering and construction materials testing projects for a variety of institutional, transportation, commercial, utility, industrial, and residential projects. His responsibilities include determining client needs, developing an appropriate scope of services to meet those needs, and managing the project to be completed on time and within budget. Wes also develops solutions and makes recommendations for geotechnical engineering reports, performs research, writes reports, examines soil samples, monitors budgets, and works with engineers, engineering assistants, technicians, and drillers to coordinate their activities. He is an adjunct for the University of Mary Civil Engineering program, and gives guest lectures to local universities on site improvement and slope stabilization alternatives.

PROJECT EXPERIENCE

- *Leland Olds Interim and Permanent Dewatering Facility, Stanton, ND*— Performed geotechnical evaluation for the interim structure in a very quick turnaround time and concluded that the site was suitable for construction since the area had been previously surcharged with stockpiled coal. The permanent facility required site improvement, and we assisted by discussing improvement requirements with qualified contractors.
- *Tioga Gas Plant Debottlenecking Project, Tioga, ND*— Reviewed geotechnical explorations and recommendations for proposed pipe bridge and support structures for a plant wide improvements to the facility.
- *Wastewater Reclamation and Recycling Facility (WRRF), Williston, ND*— Performed the geotechnical evaluation for the proposed WRRF. The facility included structures founded on driven pile foundations, rammed aggregate piers, and conventional foundations.
- *Nessom Gas Plant Expansion, Tioga, ND*— Provided recommendations for earthwork, spread footing, and drilled piers for the expansion of the existing gas plant.
- *Gateway to Science, Bismarck, ND*— Performed the preliminary geotechnical evaluation of the proposed site to rapidly discern the feasibility of constructing the proposed building on a site that had been impacted by historic fill placement. Provided recommendations for supporting the architecturally significant portions of the building as close as practical to the existing slopes, and performed test pit explorations to confirm our recommendations after design development proceeded.

*While employed by another firm.

BRAUN INTERTEC

CAREY C. YODER, PE

Project Engineer

EDUCATION
B.S., Construction Engineering,
North Dakota State University

PROFESSIONAL REGISTRATIONS
Professional Engineer
ND No. 7129

CERTIFICATIONS
NDDOT Certified:
Construction Project Management
Asphalt Mix Tester
Aggregate Field Lab
Soils Field

10-Hour OSHA Construction Safety and Health Training

Mr. Yoder began working at Braun Intertec in 2012 and provides a number of services related to project management and engineering. Carey is responsible for project management of the North Dakota Department of Transportation (NDDOT) construction materials testing projects.

PROJECT MANAGEMENT EXPERIENCE

Carey managed project budgets, provided technical expertise to and managed field technicians, reviewed test reports, and compiled testing information for the following projects:

- *PCC Paving of US Highway 2 from Jct. US 85 to Ray (7-022(148)032)*
- *Widening of ND Highway 22 from Manning to Killdeer (5-022(111)091)*
- *Reconstruction of ND Highway 23 from Jct. ND 73 to Jct. ND 22 (7-023(039)016)*
- *Reconstruction of ND Highway 40 (7-040(017)000)*
- *Alexander Bypass (7-085(064)160)*
- *US Highway 85 Mill and HBP Overlay (7-085(071)126)*
- *New Town Truck Reliever Route (7-023(037)050)*
- *Four lane of US Highway 85 with new Structure (7-085(088)171)*
- *Widening of ND Highway 23 east of Watford City to Jct. ND 73 (7-023(047)004)*
- *Mountrail County Road 3A Grading and Paving*
- *BIA Route 14 Grading, Stabilized Subgrade and Base, and Paving*
- *PCC Pavement through the City of Ray, ND (7-023(044)044)*
- *US Highway 85 Grading and Paving (7-085(078)146)*
- *US Highway 85 Grading and Paving (7-085(089)152)*
- *ND Highway 1804 Reconstruction, Grading and Paving (7-804(041)334)*
- *Construction of Interim Bypass (5-022(113)900)*
- *Mountrail County Road 76th Ave Grading and Paving*
- *Mountrail County Spanish Road Grading and Paving*
- *Mountrail County Road 88th Ave NW Grading and Paving*
- *Mountrail County Road 93rd Ave NW Grading and Paving*

ADDITIONAL EXPERIENCE

- *NDDOT Design Assignment (Traffic Section)** — Conducted sign layout for several projects. Updated standard drawings which involved research of where standards originated from and updating standards to new MicroStation format. Designed of mind and blend project and completing plan set. (September 2010-January 2012)
- *NDDOT Minot District Assignment** — Managed project laboratory and performed tests on soil, aggregate and concrete as lead project engineer on chip seal project. Inspected pipe instillation and kept daily work diary. (May 2010-September 2010)

*While employed by another firm.

CAREY C. YODER, PE

Project Engineer

- *NDDOT ETS Assignment** — Reviewed specifications and special provisions. Wrote special provisions. Reviewed plan notes. (October 2010-May 2010)
- *NDDOT Minot District Assignment, Minot, ND** — Surveyed maintenance section yards. Calculated slope drainage of maintenance section yards. Surveyed borrow pit. Surveyed project and set up control, layout of bridge and roadway. Inspected contractors' work. Tested concrete. Wrote inspection diaries. Used MicroStation to get quantities from survey of borrow pit. Reviewed plans and specifications for projects and applied them to the field. (May 2009-October 2010)
- *NDDOT Design Assignment** — Authored a project concept report. Worked on preliminary designs of an intersection using MicroStation. Produced a preliminary cost estimate. Wrote field review. (September 2008-May 2009)
- *NDDOT Williston District Assignment, Williston, ND** — Calculated pavement yields. Observed pavement operations. Quality assurance/quality control (QA/QC) of pavement project and pipe project. Monitored pavement contractor. Surveyed with robotic totals station and set control for pipe, measured topography for quantities, and marked out construction limits. (May 2008-September 2008)
- *NDDOT Materials Assignment** — Researched pipe material. Calculated thicknesses for pavement designs. Wrote thickness recommendations for projects. Analyzed data. (October 2007-May 2008)
- *Western Summit, Las Vegas, NV** — Performed work as the lead field engineer. Reviewed plans and specifications for the project. Surveyed control and layout for entire project. Created drawings with AutoCAD for field use. Updated as-builts as project progressed. Observed the construction process. Quality control on the project. Computed calculations for quantities of materials needed and used (e.g. concrete and soil). Designed formwork. Delegated work. Worked on project schedules. (April 2006-October 2007)
- *Accent Contracting, Fargo, ND** — Estimated and prepared bids for both residential and commercial projects. Scheduled crews of two to five for various projects. Tracked profit and loss of projects. (August 2005-February 2006)
- *Wanzek, Fargo, ND** — Reviewed plans and specifications. Observed construction progress. Quality control of project. (May 2005-August 2005)
- *Western Summit, Reno, NV** — Reviewed plans and specifications for the project. Surveyed control and layout for entire project. Created drawings with AutoCAD for field use. Updated as-builts as project progressed. Observed the construction process. Quality control on the project. Computed calculations for quantities of materials needed and used (e.g. concrete and soil). Designed formwork. Responsible for having project materials on-site. (May 2004-May 2005)

*While employed by another firm.

BRAUN INTERTEC
The Science You Build On.

Project Proposal

QTB198010

2025 City of Dickinson Various Infrastructure Projects

Client:

City of Dickinson
Sylvia Miller
38 1st St W
Dickinson, ND 58601
(701) 456-7744

Work Site Address:

Various Locations
Dickinson, ND

Service Description:

Geotechnical Evaluation

	Description	Units	Unit Price
Phase 1	**Geotechnical Evaluation**		
Activity 1.1	**Drilling Services**		
9000	Truck Mounted Drilling Services, per hour	Each	400.00
1022	Thin-walled sample tubes (ASTM D 15 87), each	Each	35.00
1863	Per diem	Each	400.00
205	Site layout and utility clearance	Hour	200.00
1862	UTIL Trip Charge	Each	180.00
371	GIS/CAD Specialist II	Hour	120.00
1555	Bituminous patch material, per core	Each	25.00
5905	Trimble Catalyst GPS, per day	Each	250.00
SUB	Subcontractor	Each	5,000.00
252	Concrete/Bituminous/Masonry Coring, two person	Hour	280.00
Activity 1.2	**Geotechnical Soil Tests**		
1152	Moisture content, per sample	Each	20.00
1156	Atterberg Limits LL and PL, Single-Point, per sample	Each	140.00
1172	Hydrometer - Sieve Analysis, per sample	Each	220.00
1318	Moisture Density Relationship (Standard), per sample	Each	230.00
1320	Moisture Density Relationship (Modified), per sample	Each	240.00
1734	California Bearing Ratio, per molded specimen	Each	390.00
SUB1	Subcontractor: Sulfate & PH Testing	Each	120.00
1186	Unconfined Compression, per sample	Each	130.00
Activity 1.3	**Evaluation/Analysis/Reports**		
138	Project Assistant	Hour	120.00
126	Project Engineer	Hour	200.00
125	Project Control Specialist	Hour	150.00
130	Principal Engineer	Hour	250.00

Project ID	Project name	Customer name
BM1306889A	Proposed Lift Station 12 Forcemain	Apex Engineering Group, Inc.
BM1308001	State Avenue Utility Installation	KLJ Engineering LLC
BM1308003	40th Street Utility Installation	KLJ Engineering LLC
BM1308004	East 24-inch Waterline	KLJ Engineering LLC
BM1308005	West 24-inch Waterline	KLJ Engineering LLC
BM1308005A	West 24" Waterline & Elevated Tower	KLJ Engineering LLC
BM1400451	Dickinson Public Safety Center	City of Dickinson
BM1400451.00	Dickinson Public Safety	City of Dickinson
BM1400451.01	Dickinson Public Safety Building	City of Dickinson
BM1400451.02	Dickinson Public Safety Center	City of Dickinson
B14-04161	West Gravity Sewer Phase II	Apex Engineering Group, Inc.
B14-09312	Dickinson Airport Drilling Services	KLJ Engineering LLC
B14-09743	East Side Pressure Zone 1 Improvements	KLJ Engineering LLC
B1501508	State Avenue Soil Borings	KLJ Engineering LLC
B1501681	Booster Station W8 & Transmission Line	KLJ Engineering LLC
B1501681.00	Booster Station W9	KLJ Engineering LLC
B1503065	Lift Station #5	Apex Engineering Group, Inc.
B1503770	Dickinson Stormwater Detention Pond	Apex Engineering Group, Inc.
B1503935	9th Street East	City of Dickinson
B1504748	State Ave Box Culvert	KLJ Engineering LLC
B1506425	32nd St W from Hwy 22 to 112th Ave. SW COIB-4527(001) PCN 21	KLJ Engineering LLC
B1506427	112th Ave SW from 32nd to 33rd COIB-4521(001) PCN 21101	KLJ Engineering LLC
B1508345	Museum Drive Reconstruction	Highlands Engineering & Surveying, PLLC
B1512217	Dickinson West Sewer Improvements	Apex Engineering Group, Inc.
B1601799	Sludge Pond Evaluation	KLJ Engineering LLC
B1601928	29th Ave W Street Imp. and 40th St W Water Main Inst.	KLJ Engineering LLC
B1604167	112th Ave SW & 32ND St SW CP-0045(15)04	KLJ Engineering LLC
B1605262	City of Dickinson Streets - Various	City of Dickinson
B1605382	State Avenue Water Main Extension	KLJ Engineering LLC
B1605784	West Ridge Phase 1 - Pavement Subgrade Evaluation	City of Dickinson
B1605786	West Ridge Phase 1 GPR	City of Dickinson
B1606506	Dickinson Pavement Letter	KLJ Engineering LLC
B1606537	Astoria Field Seating Replacement	City of Dickinson Parks and Recreat
B1608780	8th Street South Pavement Reconstruction	Highlands Engineering & Surveying, PLLC
B1701074	Dickinson Utility Improvements	Apex Engineering Group, Inc.
B1801943	Dickinson South Gravity Sanitary Sewer	Apex Engineering Group, Inc.
B1803934	Lift Station No. 1 Replacement	Apex Engineering Group, Inc.
B1805547	Solid Waste Disposal Building Exploration	City of Dickinson
B2109496	Dickinson Town Square	City of Dickinson

General Conditions for the City of Dickinson

Construction Material Testing and Special Inspections

INTERTEC

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality ("Standard of Care"). If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional costs and agree to pay for those services at the rates listed in our cost estimate.

3.6 Reserved.

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report(s) in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 Reserved.

5.6 Reserved.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation. Pursuant to the laws of North Dakota, both parties may pursue any legal remedies und North Dakota laws.

6.2 ***Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.***

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of completion of Services. If during the one year period following completion of the services it is shown that the Standard of Care has not been met, and you have promptly notified us in writing of such failure, we shall perform, at our cost, such corrective services as may be necessary, within the original scope of the services, to remedy such deficiency.

6.4 Our aggregate liability for all claims, including our defense obligation, is limited to the lesser of those damages actually incurred and paid as a result of our negligence, or $1,000,000.

6.5 Reserved.

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of North Dakota, without regard to its conflict of law rules. The laws of North Dakota will govern all disputes, and all claims shall be heard in the state or federal courts for North Dakota. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. Only to the extent allowed under North Dakota law, you will indemnify and hold us harmless from and against demands, damages, and expenses of others to the* comparative *extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible*.

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

Section 8: Miscellaneous Provisions

8.1 Reserved.

8.2 Reserved.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

Section 9: Insurance

9.1 Professional Liability Insurance. We shall maintain in full force and effect for a period of three (3) years following completion of the Services under the applicable Proposal, professional liability insurance covering the performance of the Services. Such insurance shall be on a "claims made" basis and in the amount of $1,000,000 per claim; $1,000,000 aggregate.

9.2 Workers Compensation Insurance. We shall maintain workers compensation insurance with following limits:

Coverage A: Statutory.

Coverage B: $1,000,000 Bodily Injury by accident; Each accident $1,000,000; Bodily Injury by disease Policy limit $1,000,000; Bodily Injury by disease Each employee.

9.3 General Liability Insurance. We shall maintain general liability insurance with coverage to include: Premises/Operations, Completed Operations and Contractual Liability (to cover the indemnification provision in this Agreement). Limits of coverage shall not be less than $1,000,000 per occurrence and $2,000,000 aggregate.

9.4 Automobile Insurance. We shall maintain automobile liability insurance to include all owned autos (private passenger and other than private passenger), hired and non-owned vehicles. Limits of coverage shall not be less than a combined single limit of $1,000,000 each accident.

Bartlett & West

3456 E Century Ave
Bismarck, ND 58503
ph (701) 258-1110
BartlettWest.com

3/13/2025

Kris Keller
City of Dickinson
38 1st St. W.
Dickinson, ND 58601

Re: East Tank Drone Inspection

Dear Kris:

Thank you for allowing Bartlett & West the opportunity to offer our professional services.

The anticipated services to be provided to complete your project are as follows:

1. Complete an onsite inspection of the interior of the City of Dickinson's East Tank using Bartlett & West's submersible drone. As part of the inspection Bartlett & West will provide to the City copies of the underwater footage and photos taken during inspection, a condition assessment report of the tank interior based upon the drone inspection findings, and per the City's request Bartlett & West will attempt to retrieve a sample of the failing interior coating using the submersible drone's grabber arm. Any samples retrieved will be provided to the City.

If the project progresses as anticipated and remains within the scope, we estimate the invoice to be approximately $5,000.

Attached to this proposal is a copy of our Standard Provisions of Agreement for Professional Services, which shall apply to the work of this proposal.

If the proposal is acceptable, please sign and return a copy to us for our records. This proposal is valid for 90 days from the date of this letter.

Sincerely,

Jack Fletcher
Project Manager

Enclosure(s)

ACCEPTED BY: City of Dickinson

_____

By:_____
Printed name of person signing

Dated:_____

STANDARD PROVISIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

Client and Bartlett & West, Inc. (referred to as Consultant), agree that the following provisions shall be part of this Agreement.

1. Payment. Unless stated otherwise in this Agreement, fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing. If Client does not pay invoices within thirty (30) days of the billing date, Consultant may, upon written notice to Client, suspend further work until payment is current. Interest not exceeding the maximum rate allowable by law will be payable on any amounts not paid within thirty (30) days of the billing date, payment thereafter applied first to accrued interest and then to the principal unpaid amount. In the event Client fails to pay Consultant within ninety (90) days after the billing date, then Client agrees that Consultant shall have the right to consider such failure as a substantial breach of this Agreement and the duties of Consultant under this Agreement may be terminated at the election of Consultant upon five (5) days written notice.

2. Taxes. Compensation payable to Consultant pursuant to this Agreement shall be in addition to taxes that may be assessed against Consultant by any state or political subdivision directly on services performed or payments for services performed by Consultant. Such taxes that Consultant may be required to collect or pay shall be added by Consultant to invoices submitted to Client pursuant to this Agreement.

3. Suspension. In the event all or any portion of the work prepared or partially prepared by Consultant is suspended, abandoned, or terminated, Client shall pay Consultant for the work performed on an hourly basis, not to exceed any maximum contract amount specified herein.

4. Termination. This Agreement may be terminated by Client or Consultant upon thirty (30) days written notice in the event of substantial failure of the other party to perform in accordance with the terms of this Agreement. In the event of termination of this Agreement, Client shall promptly pay Consultant for all fees, charges, and services performed by Consultant in accordance with the compensation arrangements under this Agreement or on an agreed hourly basis. If Consultant files suit for breach of contract, all attorney fees, court costs, and other related costs will be paid by Client if a Court finds Client has breached its contract with Consultant.

5. Delay. All agreements on Consultant's part are contingent upon, and Consultant shall not be responsible for damages or be in default, or be deemed to be in default, by reason of delays in performance of others by reason of strikes, lock-outs, accidents, acts of God, widespread infectious disease outbreaks (including, but not limited to, epidemics and pandemics), and other delays unavoidable or beyond Consultant's reasonable control, or due to shortages or unavailability of labor at established area wage rate or delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Consultant's work promptly, or due to late or slow, or faulty performance by Client, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of Consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.

6. Client Changes. In the event any changes are made in the work to be performed hereunder, by Client or persons other than Consultant, and which affect Consultant's work, any and all liability arising out of such changes is waived as against Consultant, and Client assumes full responsibility for such changes unless Client has given Consultant prior notice and has received from Consultant written consent for such changes.

7. Third Party Information. Consultant is not responsible, and liability is waived by Client as against the Consultant, for use by Client or any other person of any data, reports, plans or drawings not prepared by Consultant.

8. Waiver of Consequential Damages. Neither Client nor Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

9. Completion. In no event shall any statute of limitations commence to run any later than the date when Consultant's services are substantially completed, and any cause of action against Consultant arising from or pertaining to this Agreement must be initiated no later than two (2) years after the date when Consultant's services are substantially completed.

10. Disputes. If a claim, dispute or other matter in question arises out of or related to this Agreement, the parties shall first try to resolve the issue through prompt negotiations conducted by an officer authorized to make decisions on behalf of each party.

11. Waiver of Subrogation. To the extent any damage or claim is covered by property insurance, Client and Consultant waive all rights against each other and against the contractors, consultants, and employees of the other for damages, except such rights as they may have to the proceeds of such property insurance. Client or Consultant, as applicable, shall require of the contractors, consultants, agents, and employees of any of them similar waivers in favor of the other parties enumerated herein.

12. Standard of Care. Consultant's services shall be performed in a manner consistent with that degree of skill and care exercised by practicing professionals performing similar services at the same time, at the same locality, and under the same or similar circumstances and conditions. Consultant makes no other representations or any warranties, whether expressed or implied, with respect to the services rendered hereunder.

13. Consultant Data. All reports, plans, specifications, computer files, data resulting from laser scanning, survey notes, and other original documents are instruments of service and shall remain the property of Consultant. Consultant may sell said instruments of service to third-party sources.

14. Software Ownership. Consultant has and will retain all ownership rights of it's software and of any software developed under this Agreement, including all patent rights, copyrights, trade secrets, trademarks, and service marks.

STANDARD PROVISIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

15. Work Product Ownership. Work Products shall be defined as any deliverable provided to Client as a result of services provided under this Agreement, including but not limited to software applications, drawings, databases, specifications, and any and all deliverables by Consultant per this Agreement. Work Products are owned exclusively by Consultant and are protected by United States copyright laws, trademark laws, and applicable international treaties and/or conventions. In consideration of the rights granted herein, Client agrees to retain all Work Product delivered or provided to Client in strict confidence. Client shall not sell, transfer, lease, lend, assign, time-share, sublicense, publish, disclose, display, or otherwise make available Consultant's Work Product to any other person or entity other than the parties to this Agreement without the express written permission of Consultant. Client shall secure and protect the Work Product in the same manner and to the same degree it protects its own proprietary information, using no less than a reasonable standard of care. Client shall not decompile or reverse engineer any of Consultant's software that may be contained in Consultant's Work Product. Client shall not make any modifications or derivative works from Work Product.

16. Ownership. All error corrections, enhancements, new releases, and any other Work Product created by Consultant as a result of services provided under this Agreement are and shall remain the exclusive property of Consultant, regardless of whether Client, its employees, or agents may have contributed to the conception, joined in its development, or paid Consultant for the development or use of said Work Product.

17. Confidentiality. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by Consultant and shall not be disclosed or used by Consultant except to the extent that such disclosure or use is reasonably necessary to the performance of Consultant's services. All information relating to Consultant that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by Client. These obligations of confidentiality shall extend after the termination of this Agreement but shall not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation. Notwithstanding the foregoing, the Contractor acknowledges that the Agreement is subject to North Dakota open records laws.

18. Fees. When applicable to the project, Client shall pay the costs of inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial photography fees, and all other fees, permits, bond premiums, title company charges, and reproductions, and all other charges not specifically covered by the terms of this Agreement.

19. Construction Costs. If any opinion is prepared by Consultant as to anticipated construction costs, such opinion represents a judgment as a professional and is supplied for the general guidance of Client. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinion as compared to contractor bids or actual cost to Client.

20. Job Site. If the work involves construction services, Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required by Client to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property and that this requirement shall be made to apply continuously and not be limited to normal working hours. Consultant does not assume responsibility for the safety of persons or property on or about the project site.

20.1 Job Site - Confined Space and/or Permit Required Entry. If confined space and/or permit required entry is required for the services to be provided, Owner/general contractor shall provide subcontractor and Consultant with a completed Confined Space Pre-Entry checklist that complies with 29 CFR 1910.146 and 29 CFR 1926.1200 AA standards for construction as amended and applicable state laws and regulations. Owner/general contractor, at its expense, shall obtain any and all required permits and equipment for such entry. Owner/general contractor shall determine if the job requires anyone to enter manholes, vaults, lift station, piping, tanks or other confined spaces. Before work at a worksite, Owner/general contractor must ensure that a competent person identifies all confined spaces in which one or more of the persons it directs may work, and identifies each space that is a permit space, through consideration and evaluation of the elements of that space, including testing as necessary. If the workplace contains one or more permit spaces, Owner/ general contractor who identifies, or who receives notice of, a permit space must:

(1) Inform exposed persons by posting danger signs or by any other equally effective means, of the existence and location of, and the danger posed by, each permit space; and a sign reading "DANGER – PERMIT REQUIRED CONFINED SPACE, DO NOT ENTER" or using other similar language would satisfy the requirement for a sign.

(2) Inform, in a timely manner and in a manner other than posting, its employees' authorized representatives and the controlling contractor of the existence and location of, and the danger posed by, each permit space.

If Owner/general contractor determines any person will enter a permit space, that host employer must have a written permit space program that complies with §1926.1204 implemented at the construction site. Contractor shall provide appropriate air monitoring equipment, employee training, permit forms, rescue procedures, personnel, and other means necessary to safely and independently enter confined spaces. The written program and permit must be made available prior to and during entry operations for inspection by person(s) who need to enter the space for work or inspection.

20.2. Job Site - Fall Protection and Rescue Plans. In the event personal fall arrest systems are used, the following rescue considerations shall apply. Owner/general contractor must assure that persons can be promptly rescued or can rescue themselves should a fall occur. The availability of rescue personnel, ladders, or other rescue equipment should be evaluated. In some situations, equipment that allows employees to rescue themselves after the fall has been arrested may be desirable, such as devices that have descent capability. All new persons on site shall be given instructions on the proper use of fall protection devices before they begin work, as well as rescue procedures. The written fall protection plan will be reviewed before work begins on the

STANDARD PROVISIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

job site. Fall protection equipment use will be reviewed regularly at the weekly safety meetings.

21. Construction Site Visits. If applicable, Consultant shall make periodic visits to the project site to observe the progress and quality of the executed work and to generally review whether the work is proceeding in accordance with plans and specifications. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work and does not assume responsibility for construction techniques, procedures, sequences and schedules or for the conduct, action, errors or omissions of any construction contractor, subcontractor, or material supplier, their agents or employees.

22. Resident Project Representation. When applicable, and by separate attachment executed by Client and Consultant, Consultant may provide resident project representation under Consultant's supervision that will be paid for by Client as indicated in such separate agreement and that will be intended to give Client further assurance with regard to the finished work, but will not involve Consultant in the construction means, methods, techniques, sequences or procedures or safety precautions or programs nor provide to Client any guarantee by Consultant of the accuracy, quality or timeliness of performance by any contractor, subcontractor, or material supplier.

23. Hazardous Materials. In the event that Consultant or any other party encounters asbestos or hazardous or toxic materials at the job site, or should become known in any way that certain materials may be present at the job site or any adjacent areas that may affect the performance of Consultant's services, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos or hazardous or toxic material, and warrant that the job site is in full compliance with applicable laws and regulations.

24. Assignment/Third Party Reliance/Certification. Neither Client nor Consultant shall assign its interest in this Agreement without the written consent of the other. The services to be provided pursuant to this Agreement are being performed solely for the benefit of Client, and no benefit is meant to be conferred upon any person or entity not a party to this Agreement, and no such person or entity should rely upon Consultant's performance of those services to Client; and no claim against Consultant shall accrue to any contractor, subcontractor, consultant, engineer, supplier, fabricator, manufacturer, lender, tenant, surety, homeowner's association or any other third-party as a result of this Agreement or the performance or non-performance of services on the project. Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain.

25. Client Representative. Client shall designate an individual with authority to act on behalf of Client as to all aspects of the project, shall examine and respond promptly to submissions from Consultant, shall give prompt written notice to Consultant if Client becomes aware of any defect in the project, and shall otherwise fully cooperate as may be required or appropriate in connection with the project.

26. Equal Opportunity. Consultant shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

27. Severability. Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end, the provisions of this Agreement are declared to be severable.

DAPL Annual Report 2024

The Big Picture

Circ and Patron Count

- 2024 was the DAPL's best year ever in terms of patrons through the door, program attendance, and circulation.
- 76,695 patrons visited the DAPL in 2024 over 6,000 more than 2023.
- 53,194 physical children's materials (books, kits, and learning bundles) circulated in 2024. A massive leap of nearly 10k items over 2023.
- We also saw a big jump in digital circulation 50,319 eBooks and digital audio books circulated in 2024.

Bookmobile and School Services

- The bookmobile made more stops in 2024 than ever before, with 306 visits across Stark, Slope, and Billings County.
- 2631 items circulated from the bookmobile.
- We served 1430 unique patrons across our bookmobile routes.
- The bookmobile traveled over 14,000 miles in 2024.

Notable Achievements

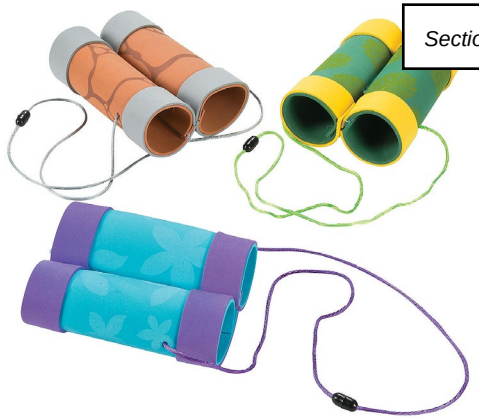
Internal

- Elevate the DAPL to future-focused status according to state guidelines to secure additional state funding. Confirmed by state library 6.3.24
- Address long-standing maintenance issues within the facility. To date, we have repaired and replaced windows, repaired masonry, and have budgeted to replace damaged external doors to historic preservation standards. And more.
- Trimmed library budget for 2025 by 20% without any reduction in service.
- We have for the first time, gotten library board representation for Billings, Slope, and Stark counties.
- 0 requests for reconsideration in 2024.

External

- Established programming partnerships with local schools. We now host monthly programs at the middle and elementary schools and are in talks with Trinity and DHS to do the same.
- Have doubled our outreach stops to elder care facilities in Dickinson.
- Created numerous partnerships through the creation of experience passes to offer library users educational access to facilities at vastly reduced prices.
- Hosted our first ever clubs fair, to form stronger bonds with organizations like the Lions, Rotary Club, and many more.

Storytimes



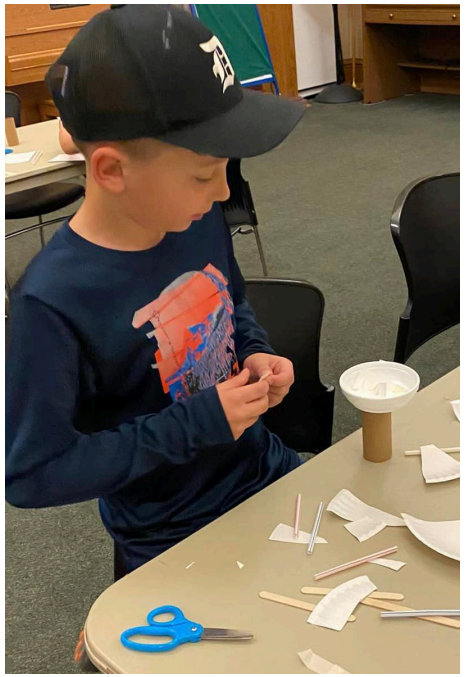
We've hosted **53 sessions** of Pre-School Storytime this year. Pre-School Storytime features a craft to build motor skills.

We had **956** kids ages 3-5 in attendance.

We've hosted **26 sessions** of Tiny Tots Storytime this year.

We had **410** kids ages 0-2 in attendance.

S.T.E.A.M.
(Science. Technology. Engineering. Art. Math.)



This program is for kids ages 6-9.

We've hosted **12 sessions** of S.T.E.A.M. this year.

We had **165** kids ages 6-9 in attendance.

R.U.F.F. Readers

Reading Unjudged to Furry Friends

This event is done in collaboration with a pure-bred German Shepard that is licensed as a therapy dog and service animal.

Kids ages 6-12 can sign-up for a 15 minute time slot to read to Sammy.

We had siblings sharing time slots this month due to the popularity.

Dickinson Middle School Lunch Events

We hosted **2 DMS Lunch** events in 2024.

We had **100** t(w)eens ages 11-14 in attendance.

A new event in partnership with the Dickinson Middle School library for students ages 11-14 where attendees are provided with pizza and a new activity each month.

Partnerships

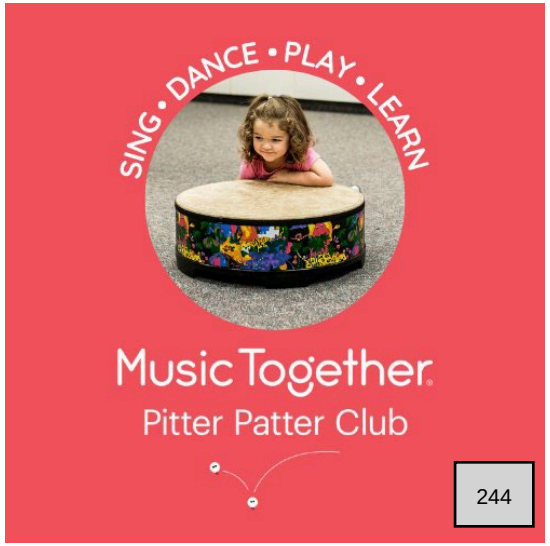
Clothing Drive in partnership with United Way of Dickinson and Dickinson Public Schools.

We are adding new passes for circ our collection. These passes grant free entry for one family.

We currently have passes for:

- Badlands Dinosaur Museum
- Dakota Zoo (Bismarck)
- ND State Parks
- ND Gateway to Science (Bismarck)
- Pioneer Trails Regional Museum (Bowman)
- West River Community Center

Pitter Patter Club hosted by Andrea Evenson. This fun music class is hosted at the library every other month.



Outreach

▲ Dorothy Ficek

Jim & Cara Murphy ▶

Armchair Travels with Jayda

▲ Jayda presenting on the Caribbean.

An activity the residents anticipate each month is "Armchair Travels." Jayda Borah from the Dickinson Public Library presents on other cultures during the activity. The residents sample different desserts from the country Jayda is presenting on. Recently, the residents learned about the Caribbean Islands. Flans, which are a popular dessert there, were served to the residents. Thank you to El Sombrero for making the delicious dessert for the activity!

The library attends multiple community events such as Trick or Trunk, Harvest Festival, Health & Safety Fair, and DPS's Literacy Carnival.

We visit a few different senior homes a month for Armchair Travels. The picture above is from St. Luke's Newsletter. We also go to Able Day's Program once a month and Heart view for a presentation on library resources.

2024 Programming stats

- In 2024, we added over 120 brand new programs to our calendar.
- To offer some context, in 2023 we ran 357 programs.
- In 2024 we ran 492 programs (another record for the DAPL).
- We saw attendance and engagement up across the board as can be seen in our stats.

Total Children: 22,655 ……. **5% increase** from 2023

Total Teens: 3,403 …….. **46% increase** from 2023

Total Adults: 12,974 …….. **32% increase** from 2023

Total People: 39,262 …….. **16% increase** from 2023

Facility Plan

Water Main and Lead Service Line Replacement - Phase II

City of Dickinson, ND

CITY OF Dickinson North Dakota

Apex Engineering Group

DRAFT

Facility Plan

Water Main and Lead Service Line Replacement – Phase II
City of Dickinson, ND
Apex Project Number 24.107.0026

Certification

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of North Dakota.

_____	Scott M. Schneider
Signature	**Typed or Printed Name**
_____	PE-5347
Date	**License Number**

March 2025

Apex Engineering Group, Inc.
204 Sims St – Suite 201
Dickinson, ND 58601

DRAFT

Table of Contents

1.0 Introduction....2

2.0 Background and Problem Definition....2

2.1 Water Distribution System Background....2
2.2 Problem Definition....2
2.3 Study Area Background....3

3.0 Analysis of Alternatives....6

3.1 Alternative 1 – No Action....6
3.2 Alternative 2 – Replacement of Cast Iron Water Main and Lead Service Lines....6
3.3 Recommendations....6
3.4 Environmental Benefits and Impacts....6

Appendix A: Environmental Assessment
Appendix B: Public Participation

1.0 Introduction

In 2024 the City of Dickinson and Apex Engineering Group entered into an agreement to study the City's future water distribution system improvements in the area north of Villard Street and west of 3rd Avenue West. The goal for this project was to assess the performance of the existing system and to plan the capital improvements required to meet current and future demands. This Facility Plan will develop a Water Main and Lead Service Line Replacement Plan – Phase II for a study area within the City that has experienced considerable watermain breaks the last several years and has a high concentration of lead service lines.

2.0 Background and Problem Definition

The City of Dickinson receives its water supply from the Southwest Water Authority (SWA). The SWA serves the southwestern region of North Dakota. Potable water is distributed in Dickinson via six City pumps located at the Dickinson Water Treatment Facility operated by the SWA. The distribution system in the municipal boundary for the City of Dickinson contains approximately 166 miles of water main, as determined by a GIS data summary.

2.1 Water Distribution System Background

The distribution system within the municipal boundary is comprised mostly of PVC pipe (60 percent), followed by Asbestos Cement (28 percent) and Cast Iron (12 percent). Like many utilities throughout the region and nationally, aging water distribution systems are becoming a challenge. As such, thoughtful and proactive capital planning is critical to maintain desired levels of service and ensure service reliability.

2.2 Problem Definition

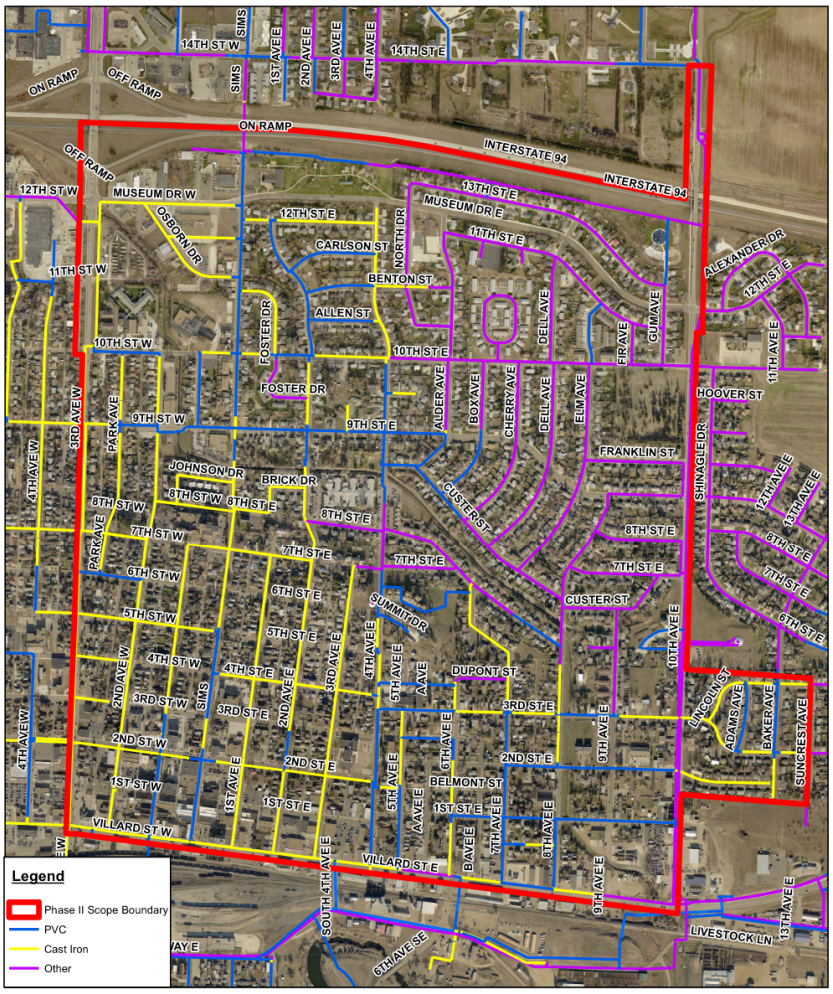
Since 2017, the City of Dickinson has been experiencing more water main breaks and service line failures in the system compared to the annual average. The Cast Iron in the City of Dickison has exceeded the designed useful life. With small amounts of installation data, it is assumed that most CIP in Dickinson was installed prior to 1970 with some areas being installed in the 1930's making the risk of watermain breaks in these areas significantly higher.

The average water main and service line repair count is 12.3 breaks per year per 100 miles in the period of (2017-2022). Throughout the same period for the whole city, water main breaks averaged 3.9 breaks per year, which compares favorably to the national average of 28.8 breaks per 100 miles of pipeline per year for utility sizes less than 500 miles (Barfuss, 2023). Although the Dickinson water main break rate is less than other utilities, Dickinson has identified a region of interest where water main breaks are localized and have caused operational challenges within the water distribution system. To plan for current and future asset replacement, Dickinson has prioritized the replacement of water main and lead service lines.

2.3 Study Area Background

To further plan for both water main breaks and the replacement of lead service lines within the distribution system, the City of Dickinson identified a "Phase II Study Area" (Figure 1) within the distribution system that contains a high prevalence of cast iron water main and a significant number of lead service lines. The study area contains approximately 40% of the cast iron compared to 12% within the entire system making it an appropriate region to focus on water main replacement.

Figure 1: Phase II Study Area

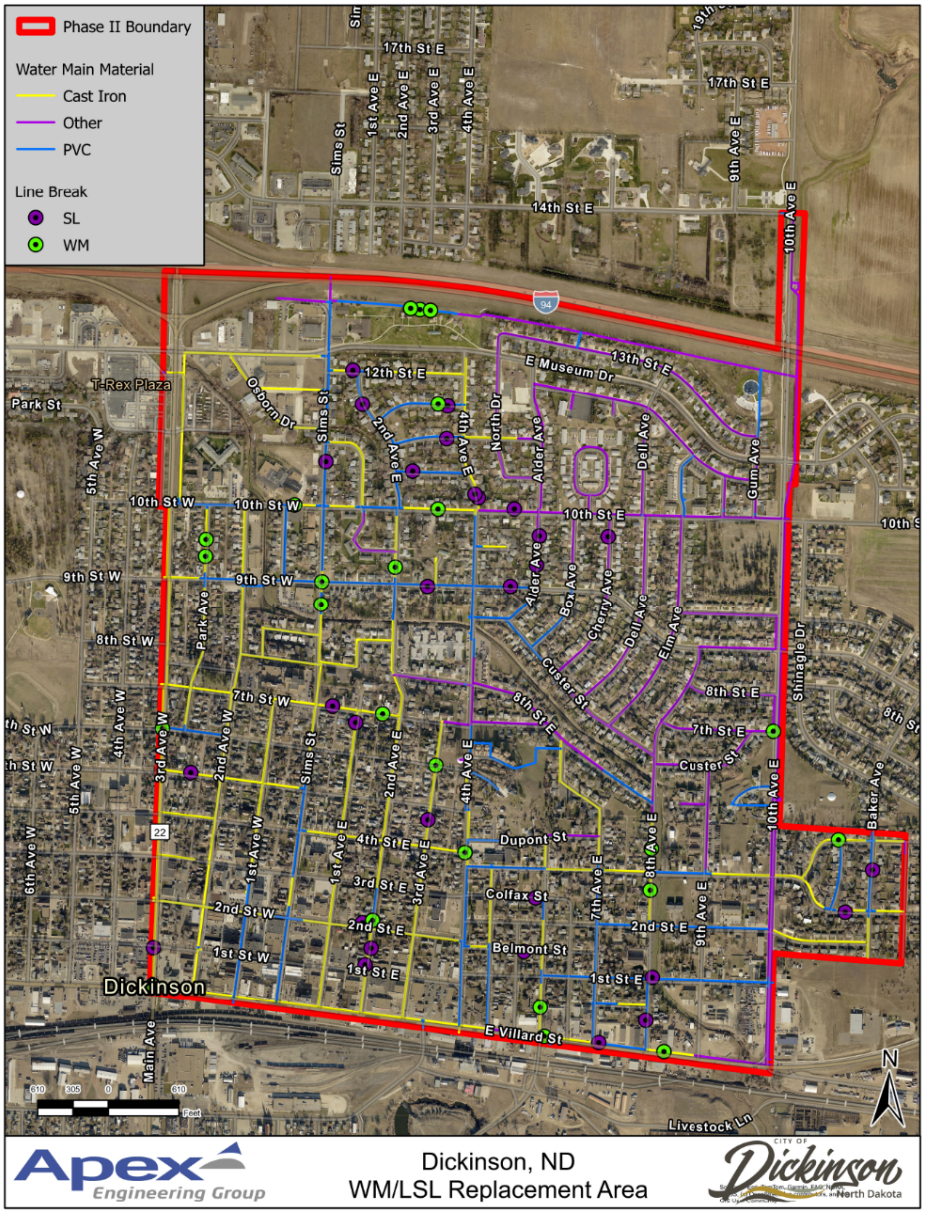


2.3.1 Study Area Water Main Breaks

Water main breaks within most distribution systems occur on cast iron pipe, where localized pipe corrosion has reduced pipe wall thickness. Although breaks also occur on water main materials such as asbestos cement or PVC, majority of water main breaks occur on cast iron. The total number of water main breaks (WM) present in the Phase II study area was 25 from 2010 to 2024. Water service line repairs (SL) in the study area accounted for 29 from the same period. Water main breaks in this area

account for 40% of the total water main breaks and are concentrated on streets that have Cast Iron Watermains. Service line repairs account for 26% of the total service line repairs in the city.

Figure 2: Phase II Study Area Water Main Breaks

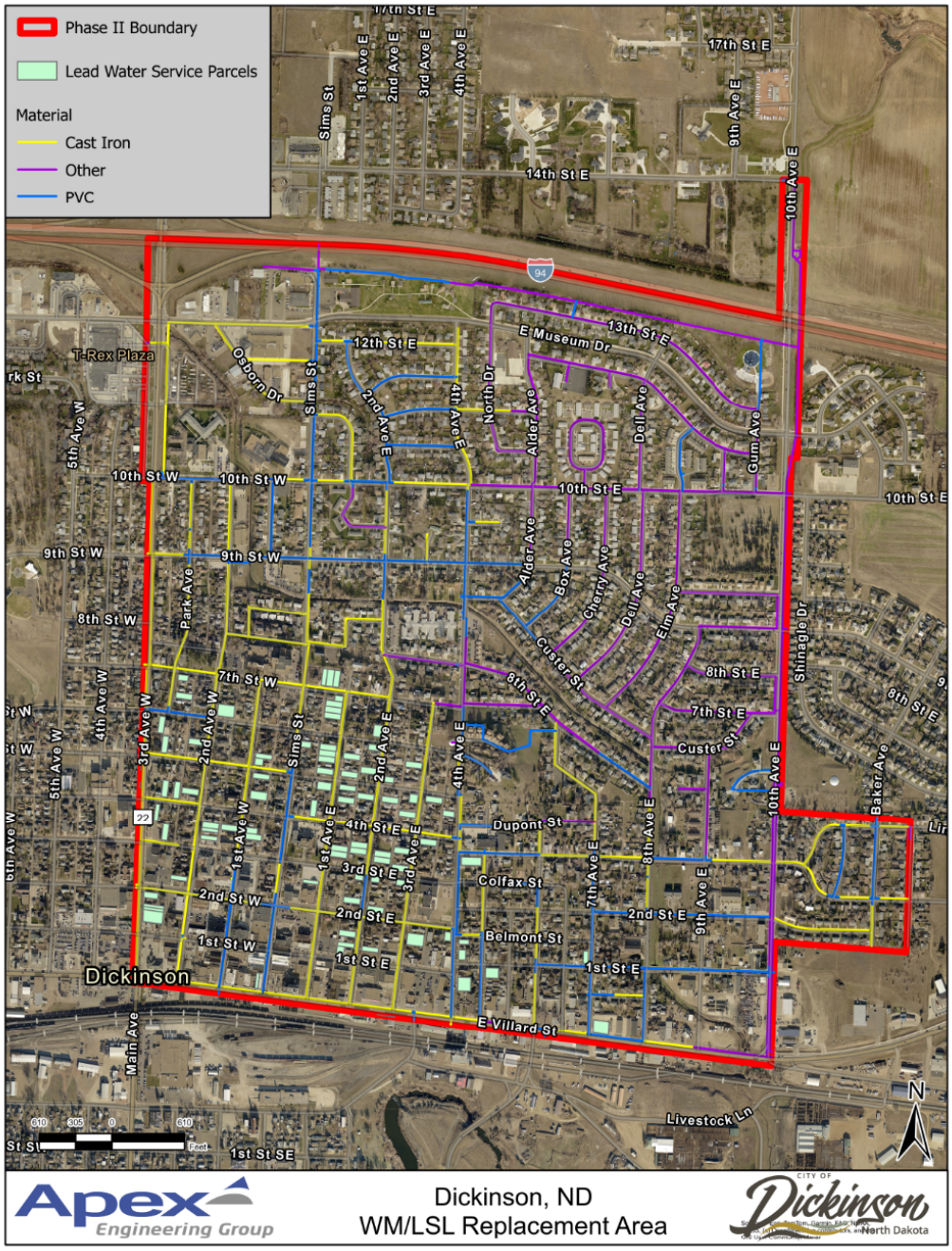


2.3.2 *Study Area Lead Service Lines*

The Revised Lead and Copper Rule requires public water suppliers to identify lead service lines and complete an inventory of those lines. Lead service line data was from City of Dickinson Public Works Department Dickinson which used a combination of techniques to come up with water service records.

In the study area lead service lines were concentrated between Villard to 7th Street and 3rd Avenue W to 4th Avenue E. See Figure 3. This concentration area is primarily fed from Cast Iron water mains. The City of Dickinson in Phase I began prioritizing lead service line replacement and will continue to replace lead services with continued funding in Phase II.

Figure 3: Phase II Study Area Lead Service Lines



3.0 Analysis of Alternatives

3.1 Alternative 1 – No Action

The first alternative is to do nothing. The City could continue to react to water main breaks as they occur. This would not prevent future breaks and disruptions in service. It is likely that the number of breaks per year will only increase as the cast iron pipes deteriorate further. This alternative would not address the lead service line replacement issue.

Cost Estimate: $0.00

3.2 Alternative 2 – Replacement of Cast Iron Water Main and Lead Service Lines

The City can begin water main replacement identified within the study area. Lead service lines can be replaced along with the water mains. The City can budget money in the Capital Improvement Plan as necessary to pay for the project as well as utilizing the DWSRF loan program. The City can also develop a lead service line replacement plan to accompany the water main replacement.

Cost Estimate: $18,000,000

3.3 Recommendations

It is recommended that the City of Dickinson implement Alternative 2 – Replacement of Cast Iron Water Main and Lead Service Lines. The project can be spread out over several years, working with the City's Capital Improvement Plan, and additional financing can be obtained through the DWSRF loan program. Planning level estimates to complete the watermain and lead service line replacement projects are approximately $2,000,000 for 2025, and $4,000,000 for 2026 to 2029. The project could be financed using DWSRF funding.

3.4 Environmental Benefits and Impacts

A solicitation of views from various agencies was completed and responses have been received. A copy of the letter sent to the agencies, a list of agencies contacted, and their responses are included in Appendix A of this report. The environmental issues resulting in not completing the water main replacements would potentially negatively impact the city and public health. The potential impacts of not completing the project include potable water contamination, continued disruption of service and possible long term lack of service. The city is experiencing increasing issues with its aging infrastructure and needs to complete this project to provide quality drinking water to residents, business, and industry in the area.

Appendix A

Environmental Solicitation Letter
Environmental Solicitation Agencies
Environmental Solicitation Response

Summary of Environmental Solicitation.	
State Historical Society	Class I survey required
State Game and Fish	No concerns
US Fish and Wildlife	This project will have no effects on the species in the area. It is in an established residential area.
USDA Natura Resources Conservation Service	No concerns
US Army Corps of Engineers	Project may require a Section 404 permit if discharge of dredge or fill material (temporarily or permanently) would be placed in waters of the United States.
State Health Department – NDDEQ	Follow Construction and Environmental Disturbance Requirements.
State Water Commission/Department of Water Resources	Regulatory floodplains exist for various stream crossing locations in the project area. Floodplain permits will be required if work is within identified SFHA.
Start County Planning and Zoning	No Reply
Stark County	No Reply
City of Dickinson Planning Department	No Reply
City of Dickinson – City Engineer	No Reply
City of Dickinson – Public Works	No Reply
City of Dickinson Commission	No Reply
City of Dickinson Wastewater Treatment Facility	No Reply

Apex Engineering Group
Water | Transportation| Municipal | Facilities

701.323.3950
600 South 2nd Street
Bismarck, ND 58504

January 15, 2025

Name
Organization
Address

RE: Water Main and Lead Line Replacement – Phase II
Apex No. 24.107.0026

The City of Dickinson is proposing a water main and lead line replacement project in central Dickinson. This project is located in the City of Dickinson, Stark County, North Dakota. A site map is enclosed for the project. The City intends to fund this project using the North Dakota Clean Water State Revolving Fund program and a North Dakota Department of Water Resources grant.

The City of Dickinson is upgrading the existing drinking water distribution system. The Water Main and Lead Line Replacement – Phase II project will replace aging cast iron and asbestos cement water pipes with PVC and related appurtenances, and also replace any lead service lines in the project area.

To ensure that all social, economic, and environmental effects are considered in the development of this project, we are soliciting your views and comments on the proposed project pursuant to Section 102(2) (D) (IV) of the National Environmental Policy Act of 1969, as amended. We are particularly interested in any property which your department may own or have an interest in, and which would be adjacent to the proposed projects. Any information that might help us in our studies would be appreciated. Information or comments relating to environmental or other matters that you might furnish will be used in determining if this project is a "categorical exclusion" or whether an "Environmental Assessment" or a "Draft Environmental Impact Statement" will be prepared.

It is requested that any comments or information be forwarded to our office on or before February 21, 2025. If further information is desired regarding these proposed projects, please contact Susan Hazelett at 701-224.3101 or susan.hazelett@apexenggroup.com.

Thank you for your time on this project.

Apex Engineering Group, Inc.

Susan Hazelett

Susan Hazelett, PE

Enclosure

Agency	First Name	Last Name	Title	Office	Company	Address	City	State	Zip
Historical Society	William	Peterson	Director	Bismarck	ND State Historical Preservation Officer	612 E Boulevard Ave	Bismarck	ND	58505
State Game & Fish	Jeb	Williams	Director	Bismarck	ND Game & Fish Department	100 Bismarck Expressway	Bismarck	ND	58501-5095
US Fish and Wildlife	Amity	Bass	Field Supervisor	ND Field Office	US Fish & Wildlife Service	3425 Miriam Ave.	Bismarck	ND	58501
USDA Natural Resources Conservation Service	Richard	Webb	State Conservationist	Bismarck	US Department of Agriculture	PO Box 1458	Bismarck	ND	58502-1458
US Army Corps of Engineers	Toni	Erhardt	Manager	ND Regulatory Office	US Army Corps of Engineers	3319 University Dr	Bismarck	ND	58504
US Army Corps of Engineers	Colonel Mark R.	Himes	Commander & District Engineer	District Office	US Army Corps of Engineers	1616 Capitol Avenue # 9000	Omaha	NE	68102-4926
State Health Department – NDDEQ	L. David	Glatt	Director	Department of Environmental Quality	ND Department of Health	4201 Normandy Street	Bismarck	ND	58503
State Water Commission	John	Paczkowski	State Engineer	Bismarck	ND State Water Commission	900 E. Blvd. Ave.	Bismarck	ND	58505-0850
Stark County Planning & Zoning	Steve	Josephson	Zoning Director	Dickinson	Stark County	51 3rd Street E PO Box 130	Dickinson	ND	58602-0130
Stark County	Dean	Franchuk	Chairman	Dickinson	Stark County Commission	51 3rd Street E PO Box 130	Dickinson	ND	58602-0130
City of Dickinson Planning Department	Joshua	Skluzacek	Director	Dickinson	City of Dickinson	38 1st Street West	Dickinson	ND	58601
City of Dickinson - City Engineer	Joshua	Skluzacek	City Engineer	Dickinson	City of Dickinson	38 1st Street West	Dickinson	ND	58601
City of Dickinson Public Works	Aaron	Praus	Public Works Director	Dickinson	City of Dickinson	3411 Public Works Blvd.	Dickinson	ND	58601
City of Dickinson Commission	Scott	Decker	President	Dickinson	City of Dickinson	38 1st Street West	Dickinson	ND	58601
City of Dickinson Wastewater Treatment Facility	Duane	Zastoupil	Water Utility Manager	Dickinson	City of Dickinson	38 1st Street West	Dickinson	ND	58601

STATE HISTORICAL SOCIETY OF NORTH DAKOTA

HISTORY FOR everyone.

February 14, 2025

Susan Hazelett
Apex Engineering Group
600 South 2nd Street
Suite 145
Bismarck, ND 58504

ND SHPO Ref.: 25-0094 Water Main and Lead Line Replacement - Phase II, Apex NO. 24.107.0026, Dickinson in portions of [T139W R96W Sections 2 and 3; and T140N R96W Sections 34 and 35] Stark County, North Dakota

Dear Susan,

We reviewed project ND SHPO Ref.: 25-0094 Water Main and Lead Line Replacement - Phase II, Apex NO. 24.107.0026, Dickinson in portions of [T139W R96W Sections 2 and 3; and T140N R96W Sections 34 and 35] Stark County, North Dakota as received by our office on January 17, 2025. We understand the project is to replace water mains and replace lead service line connections.

We request a Class I Literature Review due to the number of recorded architecture sites within this area of Dickinson. The Class I report should include discussion of areas that may require additional cultural work or recommendations for monitoring in sensitive areas. The Class I needs to also include information about 1) Historic Districts; 2) architecture or sites listed in the North Dakota State Historic Sites Registry; and 3) architecture or sites listed in the National Register of Historic Places.

Please also note the project has work in the vicinity of the St. Wenceslaus Cemetery and refer to North Dakota burial laws NDCC 23-06-27 and NDAC 40-02-03.

Thank you for the opportunity to review this project. We look forward to reviewing the Class I report. Please include the ND SHPO Reference number listed above in any future correspondence for this project. If you have any questions please contact Andrew Robinson, State Archaeologist at 701-328-3575 or andrewrobinson@nd.gov or Margie Patton, Research Archaeologist at 701-328-3576 or mmpatton@nd.gov

Sincerely,

Margaret M Patton

for William D. Peterson PhD
State Historic Preservation Officer
(North Dakota)

25-0094

Apex Engineering Group
Water | Transportation| Municipal | Facilities

701.323.3950
600 South 2nd Street
Bismarck, ND 58504

January 15, 2025

ND Game & Fish Department
Director, Jeb Williams
100 Bismarck Expressway
Bismarck, ND 58501-5095

RE: Water Main and Lead Line Replacement – Phase II
Apex No. 24.107.0026

The City of Dickinson is proposing a water main and lead line replacement project in central Dickinson. This project is located in the City of Dickinson, Stark County, North Dakota. A site map is enclosed for the project. The City intends to fund this project using the North Dakota Clean Water State Revolving Fund program and a North Dakota Department of Water Resources grant.

The City of Dickinson is upgrading the existing drinking water distribution system. The Water Main and Lead Line Replacement – Phase II project will replace aging cast iron and asbestos cement water pipes with PVC and related appurtenances, and also replace any lead service lines in the project area.

To ensure that all social, economic, and environmental effects are considered in the development of this project, we are soliciting your views and comments on the proposed project pursuant to Section 102(2) (D) (IV) of the National Environmental Policy Act of 1969, as amended. We are particularly interested in any property which your department may own or have an interest in, and which would be adjacent to the proposed projects. Any information that might help us in our studies would be appreciated. Information or comments relating to environmental or other matters that you might furnish will be used in determining if this project is a "categorical exclusion" or whether an "Environmental Assessment" or a "Draft Environmental Impact Statement" will be prepared.

It is requested that any comments or information be forwarded to our office on or before February 21, 2025. If further information is desired regarding these proposed projects, please contact Susan Hazelett at 701-224.3101 or susan.hazelett@apexenggroup.com.

Thank you for your time on this project.

Apex Engineering Group, Inc.

Susan Hazelett

Susan Hazelett, PE

Enclosure

North Dakota Game & Fish Dept.
100 N. Bismarck Expressway
Bismarck, ND 58501-5095

We have reviewed the project and foresee no identifiable conflict with wildlife or wildlife habitat based on the information provided.

Bruce Kreft
Chief, Conservation & Communication Division
Date: 2/10/25

United States Department of the Interior

FISH AND WILDLIFE SERVICE
North Dakota Ecological Services Field Office
3425 Miriam Avenue
Bismarck, ND 58501-7926
Phone: (701) 250-4481 Fax: (701) 355-8513

In Reply Refer To: 02/10/2025 22:29:38 UTC
Project code: 2025-0054384
Project Name: Watermain Replacement Project 2025

Subject: Technical Assistance letter for 'Watermain Replacement Project 2025' for specified federally threatened and endangered species and designated critical habitat that may occur in your proposed project area consistent with the North Dakota Determination Key (DKey) for project review and guidance for federally listed species.

Susan Hazelett:

The U.S. Fish and Wildlife Service (Service) received on **February 10, 2025** your effects determination for the 'Watermain Replacement Project 2025' (the Action) using the North Dakota DKey for project review and guidance for federally-listed species within the Information for Planning and Consultation (IPaC) system. The Service developed this system in accordance with the Endangered Species Act of 1973 (ESA) (87 Stat. 884, as amended; 16 U.S.C. 1531 et seq.).

Based on your answers and the assistance of the Service's North Dakota DKey, you made the following effect determination(s) for the proposed Action:

Species	**Listing Status**	**Determination**
Whooping Crane (*Grus americana*)	Endangered	No effect

Thank you for informing the Service of your "No Effect" determinations for this project. No further consultation/coordination for this project is required for these species.

In addition to the species listed above, the following species and/or critical habitats may also occur in your project area and **are not** covered by this conclusion:

- Monarch Butterfly *Danaus plexippus* Proposed Threatened
- Suckley's Cuckoo Bumble Bee *Bombus suckleyi* Proposed Endangered
- Western Regal Fritillary *Argynnis idalia occidentalis* Proposed Threatened

The Service recommends that your agency contact the North Dakota Ecological Services Field Office or re-evaluate the project in IPaC if: 1) the scope, timing, duration, or location of the proposed project changes, 2) new information reveals the action may affect listed species or

designated critical habitat; 3) a new species is listed or critical habitat designated. If any of the above conditions occurs, additional consultation with the North Dakota Ecological Services Field Office should take place before project changes are final or resources committed.

Bald and Golden Eagle Protection Act(BGEPA): The following resources are provided to project proponents and consulting agencies as additional information. Bald and golden eagles are not included in this section 7(a)(2) consultation and this information does not constitute a determination of effects by the Service.

The Service developed the National Bald Eagle Management Guidelines to advise landowners, land managers, and others who share public and private lands with Bald Eagles when and under what circumstances the protective provisions of the BGEPA may apply to their activities. The guidelines should be consulted prior to conducting new or intermittent activity near an eagle nest. This document may be downloaded from the following site: https://www.fws.gov/media/national-bald-eagle-management-guidelines-0

To determine if your proposed activity is likely to take or disturb Golden or Bald Eagles, please call our office at 701-250-4481 for further review.

If the recommendations detailed in the National Bald Eagle Management Guidelines cannot be followed, you may apply for a permit to authorize removal or relocation of an eagle nest in certain instances. The application form is located at http://www.fws.gov/forms/3-200-72.pdf.

Action Description
You provided to IPaC the following name and description for the subject Action.

1. Name

Watermain Replacement Project 2025

2. Description

The following description was provided for the project 'Watermain Replacement Project 2025':

> The city is replacing asbestos concrete pipe and cast iron pipes in their distribution system with pvc pipes.

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@46.8876788,-102.77709055642869,14z

QUALIFICATION INTERVIEW

1. Is your project a federal project or have a federal nexus (funded, permitted or other authorization by a federal agency)?

   Yes

2. Does your project consist solely of interior or exterior rehabilitation and renovations of existing residential, commercial buildings and public facilities?

   Note: These activities may involve exterior painting, replacement of doors, windows, siding or roofing.

   No

3. Does your project consist solely of work done within the existing footprint of a building such as electrical, heating plumbing, basement and foundation repairs?

   No

4. Does your project consist solely of additions onto an existing structure?

   No

5. Does your project consist solely of renting or purchasing existing buildings?

   No

6. Does your project consist solely of demolition of structures within Incorporated City Boundaries?

   No

7. Does your project consist solely of repair or replacement of existing parking lots, sidewalks, roads or other paved or graveled surfaces?

   No

8. Does your project consist solely of repair or replacement or upgrading playground equipment?

   No

9. Is your project a wind farm?

   No

10. Is your project a new construction on an existing residential infill lot within Incorporated City Boundaries?

    No

11. Are you building overhead power lines?

    No

12. Are you constructing a communication tower or other permanent structure?

    No

13. Are there any wetlands in your project area?

    No

14. Will the project impact a wetland?

    Note: Common impacts to wetlands include filling, grading, removal of vegetation, building construction and changes in water levels and drainage patterns.

    No

15. Is your project located entirely within a developed area?

    Note: A developed area is an area that is already paved or supports structures and the only vegetation is limited to frequently mowed grass or conventional landscaping.

    Yes

16. [Semantic] Does the action area intersect the Whooping Crane area of infuence?

    Automatically answered
    Yes

IPAC USER CONTACT INFORMATION

Agency: Dickinson city
Name: Susan Hazelett
Address: 600 S. 2nd Street
Address Line 2: Suite 145
City: Bismarck
State: ND
Zip: 58504
Email susan.hazelett@apexenggroup.com
Phone: 7013904002

LEAD AGENCY CONTACT INFORMATION

Lead Agency: North Dakota Department of Health

You have indicated that your project falls under or receives funding through the following special project authorities:

- BIPARTISAN INFRASTRUCTURE LAW (BIL) (OTHER)

United States Department of the Interior

FISH AND WILDLIFE SERVICE
North Dakota Ecological Services Field Office
3425 Miriam Avenue
Bismarck, ND 58501-7926
Phone: (701) 250-4481 Fax: (701) 355-8513

In Reply Refer To: 02/10/2025 22:25:56 UTC
Project Code: 2025-0054384
Project Name: Watermain Replacement Project 2025

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

Section 7 of the Endangered Species Act
The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).
New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the IPaC system by completing the same process used to receive the enclosed list.
The Act requires that actions authorized, funded, or carried out by Federal agencies not jeopardize federally threatened or endangered species or adversely modify designated critical habitat. To fulfill this mandate, Federal agencies (or their designated non-federal representative) must consult with the Service *if they determine their project and associated actions "may affect" listed species or critical habitat.* If Federal agencies or their non-federal representatives determine their project and associated actions will have "no effect" on listed species, their habitats, or designated critical habitat, consultation is not required. However, if a "no effect" is determined, we recommend that you maintain a written record in support of your conclusion.
Bald and Golden Eagle Protection Act and Migratory Bird Treaty Act
Additionally, while not all are listed as threatened or endangered, eagles and migratory birds

have protections under the Bald and Golden Eagle Protection Act (BGEPA) and the Migratory Bird Treaty Act (MBTA). The BGEPA prohibits take which is defined as, “pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, destroy, molest, or disturb” (50 CFR 22.3). Disturb is defined in regulations as, “to agitate or bother a bald or golden eagle to a degree that causes, or is likely to cause, based on the best scientific information available, 1) injury to an eagle, 2) decrease in its productivity, by substantially interfering with normal breeding, feeding, or sheltering behavior, or 3) nest abandonment, by substantially interfering with normal breeding, feeding, or sheltering behavior.”. The MBTA makes it unlawful without a waiver to pursue, hunt, take, capture, kill, or sell birds listed as migratory birds, including eagles. The statute does not discriminate between live or dead birds and also grants full protection to any bird parts including feathers, eggs, and nests.

Service Property Interests

As part of the National Wildlife Refuge System, the Service administers fee title Refuge and Waterfowl Production Areas, as well as wetland and grassland easements, throughout North Dakota. For exact locations of Service interest lands, please contact the appropriate Wetland Management Districts (WMD) for guidance regarding FWS easements.

Northwest ND WMD Complex: Kyle Flanery, (701) 768-2548
Eastern ND WMD Complex: Dave Azure, (701) 285-3341
Central ND WMD Complex (also covers south and west): Todd Luke, (701) 442-5474

Attachment(s):

- Official Species List
- USFWS National Wildlife Refuges and Fish Hatcheries
- Wetlands

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

North Dakota Ecological Services Field Office
3425 Miriam Avenue
Bismarck, ND 58501-7926
(701) 250-4481

PROJECT SUMMARY

Project Code: 2025-0054384
Project Name: Watermain Replacement Project 2025
Project Type: Wastewater Pipeline - New Constr - Below Ground
Project Description: The city is replacing asbestos concrete pipe and cast iron pipes in their distribution system with pvc pipes.

Project Location:

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@46.8876788,-102.77709055642869,14z

Counties: Stark County, North Dakota

ENDANGERED SPECIES ACT SPECIES

There is a total of 4 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries[1], as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

---

1. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

BIRDS

NAME	STATUS
Whooping Crane *Grus americana* Population: Wherever found, except where listed as an experimental population There is **final** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/758	Endangered

INSECTS

NAME	STATUS
Monarch Butterfly *Danaus plexippus* There is **proposed** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/9743	Proposed Threatened
Suckley's Cuckoo Bumble Bee *Bombus suckleyi* Population: No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/10885	Proposed Endangered
Western Regal Fritillary *Argynnis idalia occidentalis* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/12017	Proposed Threatened

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

USFWS NATIONAL WILDLIFE REFUGE LANDS AND FISH HATCHERIES

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

WETLANDS

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

RIVERINE

- R4SBAx
- R4SBC

FRESHWATER EMERGENT WETLAND

- PEM1Cx
- PEM1Ax

IPAC USER CONTACT INFORMATION

Agency: Dickinson city
Name: Susan Hazelett
Address: 600 S. 2nd Street
Address Line 2: Suite 145
City: Bismarck
State: ND
Zip: 58504
Email susan.hazelett@apexenggroup.com
Phone: 7013904002

LEAD AGENCY CONTACT INFORMATION

Lead Agency: North Dakota Department of Health

You have indicated that your project falls under or receives funding through the following special project authorities:

- BIPARTISAN INFRASTRUCTURE LAW (BIL) (OTHER)

WATERMAIN REPLACEMENT PROJECT 2025

BIOLOGICAL ANALYSIS

Prepared using IPaC

Generated by Susan Hazelett (susan.hazelett@apexenggroup.com)

February 10, 2025

The purpose of this document is to assess the effects of the proposed project and determine whether the project may affect any federally threatened, endangered, proposed, or candidate species. If appropriate for the project, this document may be used as a biological assessment (BA), as it is prepared in accordance with legal requirements set forth under Section 7 of the Endangered Species Act (16 U.S.C. 1536 (c)).

In this document, any data provided by U.S. Fish and Wildlife Service is based on data as of February 10, 2025.

Prepared using IPaC version 6.121.1-rc1

WATERMAIN REPLACEMENT PROJECT 2025 BIOLOGICAL ASSESSMENT

TABLE OF CONTENTS

1 Description of the action 5
1.1 Project name 5
1.2 Executive summary 5
1.3 Effect determination summary 5
1.4 Project description 6
1.4.1 Location 6
1.4.2 Description of project habitat 6
1.4.3 Project proponent information 7
1.4.4 Project purpose 7
1.4.5 Project type and deconstruction 7
1.4.6 Anticipated environmental stressors 9
1.5 Action area 10
1.6 Conservation measures 11
1.7 Prior consultation history 11
1.8 Other agency partners and interested parties 11
1.9 Other reports and helpful information 11
2 Species effects analysis 12
2.1 Monarch Butterfly 12
2.1.1 Status of the species 12
2.1.2 Environmental baseline 13
2.1.3 Effects of the action 14
2.1.4 Cumulative effects 15
2.1.5 Discussion and conclusion 15
2.2 Suckley's Cuckoo Bumble Bee 15
2.2.1 Status of the species 15
2.2.2 Environmental baseline 15
2.2.3 Effects of the action 16
2.2.4 Cumulative effects 17
2.2.5 Discussion and conclusion 17
2.3 Western Regal Fritillary 17
2.3.1 Status of the species 17
2.3.2 Environmental baseline 17
2.3.3 Effects of the action 18
2.3.4 Cumulative effects 18
2.3.5 Discussion and conclusion 19

3 Critical habitat effects analysis 20
4 Summary Discussion and Conclusion 21
4.1 Summary discussion 21
4.2 Conclusion 21

1 DESCRIPTION OF THE ACTION

1.1 PROJECT NAME

Watermain Replacement Project 2025

1.2 EXECUTIVE SUMMARY

This project will have no effects on the species in the area. It is in an established residential area.

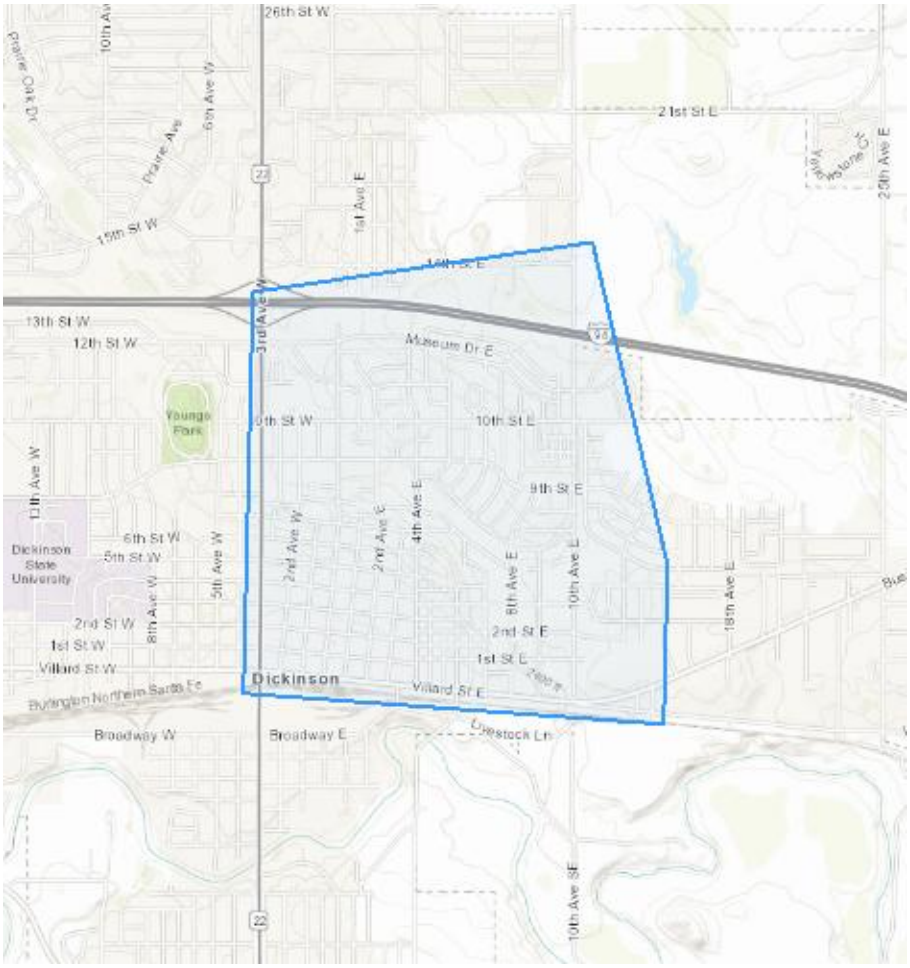
1.3 EFFECT DETERMINATION SUMMARY

SPECIES (COMMON NAME)	SCIENTIFIC NAME	LISTING STATUS	PRESENT IN ACTION AREA	EFFECT DETERMINATION
Monarch Butterfly	Danaus plexippus	Proposed Threatened	Yes	NE
Suckley's Cuckoo Bumble Bee	Bombus suckleyi	Proposed Endangered	Yes	NE
Western Regal Fritillary	Argynnis idalia occidentalis	Proposed Threatened	Yes	NE
Whooping Crane†. **This species or critical habitat is covered by a DKey.**	Grus americana	Endangered		NE

† This species or critical habitat has been analyzed through a Determination Key.

1.4 PROJECT DESCRIPTION

1.4.1 LOCATION



LOCATION
Stark County, North Dakota

1.4.2 DESCRIPTION OF PROJECT HABITAT

The project is entirely within city limits in developed area.

1.4.3 PROJECT PROPONENT INFORMATION

Provide information regarding who is proposing to conduct the project, and their contact information. Please provide details on whether there is a Federal nexus.

REQUESTING AGENCY

FULL NAME
Susan Hazelett

STREET ADDRESS
600 S. 2nd Street

Suite 145

CITY
Bismarck

STATE
ND

ZIP
58504

PHONE NUMBER
7013904002

E-MAIL ADDRESS
susan.hazelett@apexenggroup.com

LEAD AGENCY

State of North Dakota

North Dakota Department of Health

1.4.4 PROJECT PURPOSE

The city is replacing piping in its drinking water distribution system that have outlived their useful life. Asbestos cement and cast iron pipes are being replaced with pvc pipes.

1.4.5 PROJECT TYPE AND DECONSTRUCTION

This project is a water line replacement project.

1.4.5.1 PROJECT MAP

LEGEND

Project footprint

Project location: In-ground utilities construction

1.4.5.2 IN-GROUND UTILITIES CONSTRUCTION

ACTIVITY START DATE
May 01, 2025

ACTIVITY END DATE
September 30, 2025

STRESSORS
This activity is not expected to have any impact on the environment.

DESCRIPTION
The water lines to be replaced are in the existing streets. No new areas will be disturbed.

1.4.6 ANTICIPATED ENVIRONMENTAL STRESSORS

Describe the anticipated effects of your proposed project on the aspects of the land, air and water that will occur due to the activities above. These should be based on the activity deconstructions done in the previous section and will be used to inform the action area.

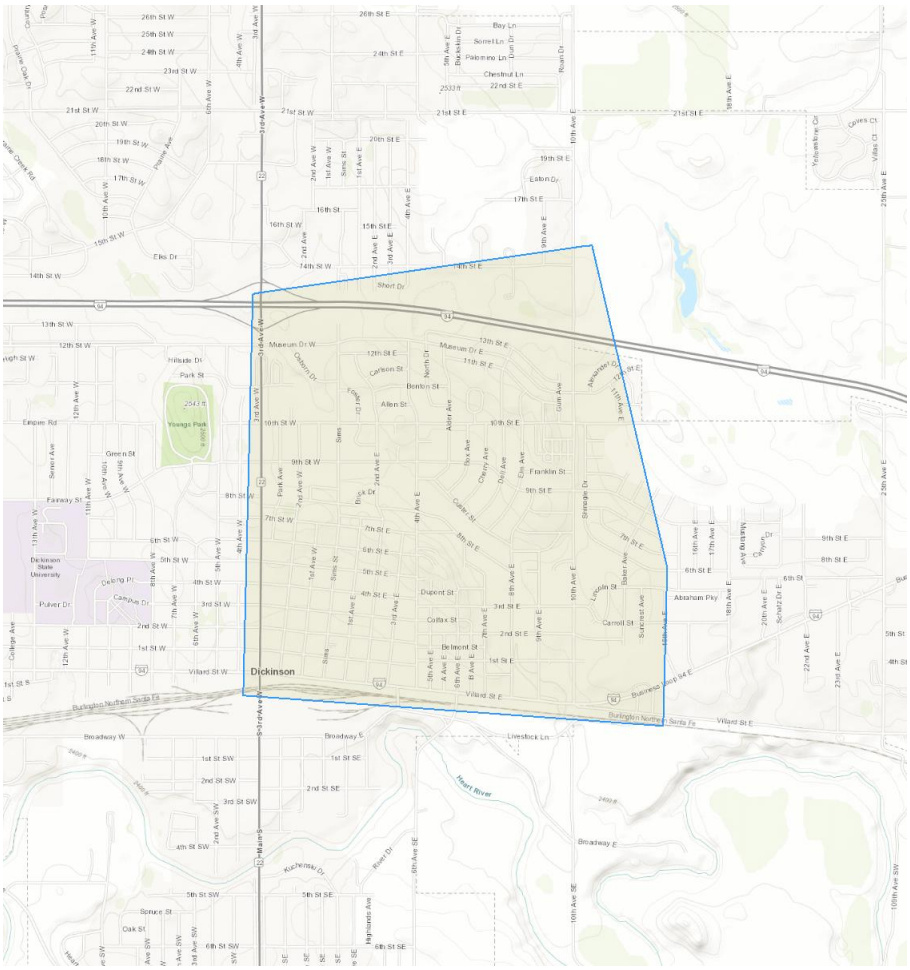
1.4.6.1 PLANT FEATURES

Individuals from the Plantae kingdom, such as trees, shrubs, herbs, grasses, ferns, and mosses. This feature also includes products of plants (e.g., nectar, flowers, seeds, etc.).

1.4.6.2 SPECIES INTERACTIONS / INTRODUCTIONS

Interactions that occur between two or more different species (e.g., competition, pollination, predation, symbiosis, etc.).

1.5 ACTION AREA



LEGEND

Project footprint

Stressor location

1.6 CONSERVATION MEASURES

Describe any proposed measures being implemented as part of the project that are designed to reduce the impacts to the environment and their resulting effects to listed species. To avoid extra verbiage, don't list measures that have no relevance to the species being analyzed.

No conservation measures have been selected for this project.

1.7 PRIOR CONSULTATION HISTORY

NA

1.8 OTHER AGENCY PARTNERS AND INTERESTED PARTIES

NA

1.9 OTHER REPORTS AND HELPFUL INFORMATION

NA

2 SPECIES EFFECTS ANALYSIS

This section describes, species by species, the effects of the proposed action on listed, proposed, and candidate species, and the habitat on which they depend. In this document, effects are broken down as direct interactions (something happening directly to the species) or indirect interactions (something happening to the environment on which a species depends that could then result in effects to the species).

These interactions encompass effects that occur both during project construction and those which could be ongoing after the project is finished. All effects, however, should be considered, including effects from direct and indirect interactions and cumulative effects.

2.1 MONARCH BUTTERFLY

2.1.1 STATUS OF THE SPECIES

This section should provide information on the species' background, its biology and life history that is relevant to the proposed project within the action area that will inform the effects analysis.

2.1.1.1 LEGAL STATUS

The Monarch Butterfly is federally listed as 'Proposed Threatened' and additional information regarding its legal status can be found on the ECOS species profile.

2.1.1.2 RECOVERY PLANS

Available recovery plans for the Monarch Butterfly can be found on the ECOS species profile.

2.1.1.3 LIFE HISTORY INFORMATION

For information on monarch conservation, visit https://www.fws.gov/initiative/pollinators/monarchs, http://www.mafwa.org/?page_id=2347, and, for the West, https://wafwa.org/committees-working-groups/monarch-working-group/.

Adult monarch butterflies are large and conspicuous, with bright orange wings surrounded by a black border and covered with black veins. The black border has a double row of white spots, present on the upper side of the wings. Adult monarchs are sexually dimorphic, with males having narrower wing venation and scent patches. The bright coloring of a monarch serves as a warning to predators that eating them can be toxic.

During the breeding season, monarchs lay their eggs on their obligate milkweed host plant (primarily Asclepias spp.), and larvae emerge after two to five days. Larvae develop through five larval instars (intervals between molts) over a period of 9 to 18 days, feeding on milkweed and sequestering toxic chemicals (cardenolides) as a defense against predators. The larva then pupates into a chrysalis before emerging 6 to 14 days later as an adult butterfly. There are multiple generations of monarchs produced during the breeding season, with most adult butterflies living approximately two to five weeks; overwintering adults enter into reproductive diapause (suspended reproduction) and live six to nine months.

In many regions where monarchs are present, monarchs breed year-round. Individual monarchs in temperate climates, such as eastern and western North America, undergo long-distance migration, and live for an extended period of time. In the fall, in both eastern and western North America, monarchs begin migrating to their respective overwintering sites. This migration can take monarchs distances of over 3,000 km and last for over two months. In early spring (February-March), surviving monarchs break diapause and mate at the overwintering sites before dispersing. The same individuals that undertook the initial southward migration begin flying back through the breeding grounds and their offspring start the cycle of generational migration over again.

IDENTIFIED RESOURCE NEEDS

Trees

Leaves, stems

2.1.1.4 CONSERVATION NEEDS

They need to have their habitat conserved.

2.1.2 ENVIRONMENTAL BASELINE

*The environmental baseline describes the species' health **within the action area only** at the time of the consultation, and does not include the effects of the action under*

review. Unlike the species information provided above, the environmental baseline is at the scale of the Action area.

2.1.2.1 SPECIES PRESENCE AND USE
If the species uses the area for any life stage, it has been doing so for a long time. This is one of the older areas of the city.

2.1.2.2 SPECIES CONSERVATION NEEDS WITHIN THE ACTION AREA
The action area is an established residential area. No changes need to be made.

2.1.2.3 HABITAT CONDITION (GENERAL)
The area is an established residential area. No changes need to be made.

2.1.2.4 INFLUENCES
The area is an established residential area. No changes need to be made.

2.1.2.5 ADDITIONAL BASELINE INFORMATION
The area is an established residential area. No changes need to be made.

2.1.3 EFFECTS OF THE ACTION
This section considers and discusses all effects on the listed species that are caused by the proposed action and are reasonably certain to occur, including the effects of other activities that would not occur but for the proposed action.

2.1.3.1 INDIRECT INTERACTIONS
Provide a brief overview of what the applicable science has discovered regarding the species and its response to the stressors that each project activity may cause. This should include an explanation of the pathways and mechanisms that have potential to translate environmental change (impact) into response and effects to individuals.

2.1.3.2 DIRECT INTERACTIONS
No direct interactions leading to effects on species are expected to occur from the proposed project.

Justification:

This area is an established residential area.

2.1.4 CUMULATIVE EFFECTS

This area is an established residential area. No changes in activities are anticipated.

2.1.5 DISCUSSION AND CONCLUSION

DETERMINATION: NE

2.2 SUCKLEY'S CUCKOO BUMBLE BEE

2.2.1 STATUS OF THE SPECIES

This section should provide information on the species' background, its biology and life history that is relevant to the proposed project within the action area that will inform the effects analysis.

2.2.1.1 LEGAL STATUS

The Suckley's Cuckoo Bumble Bee is federally listed as 'Proposed Endangered' and additional information regarding its legal status can be found on the ECOS species profile.

2.2.1.2 RECOVERY PLANS

Available recovery plans for the Suckley's Cuckoo Bumble Bee can be found on the ECOS species profile.

2.2.1.3 LIFE HISTORY INFORMATION

No description available

IDENTIFIED RESOURCE NEEDS

Pollination (biological vector)

Flowers

2.2.1.4 CONSERVATION NEEDS

They need their habitats conserved.

2.2.2 ENVIRONMENTAL BASELINE

*The environmental baseline describes the species' health **within the action area only** at the time of the consultation, and does not include the effects of the action under*

review. Unlike the species information provided above, the environmental baseline is at the scale of the Action area.

2.2.2.1 SPECIES PRESENCE AND USE
If the species uses this area for any of its life stages, it has done so for decades as this is one of the oldest parts of the city.

2.2.2.2 SPECIES CONSERVATION NEEDS WITHIN THE ACTION AREA
This area is an established residential area. No changes are needed.

2.2.2.3 HABITAT CONDITION (GENERAL)
This area is an established residential area.

2.2.2.4 INFLUENCES
This area is an established residential area.

2.2.2.5 ADDITIONAL BASELINE INFORMATION
This area is an established residential area.

2.2.3 EFFECTS OF THE ACTION
This section considers and discusses all effects on the listed species that are caused by the proposed action and are reasonably certain to occur, including the effects of other activities that would not occur but for the proposed action.

2.2.3.1 INDIRECT INTERACTIONS
Provide a brief overview of what the applicable science has discovered regarding the species and its response to the stressors that each project activity may cause. This should include an explanation of the pathways and mechanisms that have potential to translate environmental change (impact) into response and effects to individuals.

2.2.3.2 DIRECT INTERACTIONS
No direct interactions leading to effects on species are expected to occur from the proposed project.

Justification:

This area is an established residential area.

2.2.4 CUMULATIVE EFFECTS
No changes in activities expected.

2.2.5 DISCUSSION AND CONCLUSION

DETERMINATION: NE

2.3 WESTERN REGAL FRITILLARY

2.3.1 STATUS OF THE SPECIES
This section should provide information on the species' background, its biology and life history that is relevant to the proposed project within the action area that will inform the effects analysis.

2.3.1.1 LEGAL STATUS
The Western Regal Fritillary is federally listed as 'Proposed Threatened' and additional information regarding its legal status can be found on the ECOS species profile.

2.3.1.2 RECOVERY PLANS
Available recovery plans for the Western Regal Fritillary can be found on the ECOS species profile.

2.3.1.3 LIFE HISTORY INFORMATION
No description available

IDENTIFIED RESOURCE NEEDS

Trees

Leaves

2.3.1.4 CONSERVATION NEEDS
Habitat needs to be conserved.

2.3.2 ENVIRONMENTAL BASELINE
*The environmental baseline describes the species' health **within the action area only** at the time of the consultation, and does not include the effects of the action under review. Unlike the species information provided above, the environmental baseline is at the scale of the Action area.*

2.3.2.1 SPECIES PRESENCE AND USE
If the species uses this area for any of its life stages, it has done so for a long time. This is one of the oldest parts of the city.

2.3.2.2 SPECIES CONSERVATION NEEDS WITHIN THE ACTION AREA
This area is an established residential area.

2.3.2.3 HABITAT CONDITION (GENERAL)
This area is an established residential area.

2.3.2.4 INFLUENCES
None.

2.3.2.5 ADDITIONAL BASELINE INFORMATION
This area is an established residential area.

2.3.3 EFFECTS OF THE ACTION
This section considers and discusses all effects on the listed species that are caused by the proposed action and are reasonably certain to occur, including the effects of other activities that would not occur but for the proposed action.

2.3.3.1 INDIRECT INTERACTIONS
Provide a brief overview of what the applicable science has discovered regarding the species and its response to the stressors that each project activity may cause. This should include an explanation of the pathways and mechanisms that have potential to translate environmental change (impact) into response and effects to individuals.

2.3.3.2 DIRECT INTERACTIONS
No direct interactions leading to effects on species are expected to occur from the proposed project.

Justification:

This area is an established residential area.

2.3.4 CUMULATIVE EFFECTS
No changes in activities is anticipated.

2.3.5 DISCUSSION AND CONCLUSION

DETERMINATION: NE

3 CRITICAL HABITAT EFFECTS ANALYSIS

No critical habitats intersect with the project action area.

4 SUMMARY DISCUSSION AND CONCLUSION

4.1 SUMMARY DISCUSSION

This project is in an established residential area. There will be no overall effects on any of these species or their habitats.

4.2 CONCLUSION

This project will have no environmental affects. It is located in an established residential area.

You have indicated that your project falls under or receives funding through the following special project authorities:

- BIPARTISAN INFRASTRUCTURE LAW (BIL) (OTHER)

USDA
United States Department of Agriculture

Natural Resources
Conservation Service

Bismarck State Office
PO Box 1458
Bismarck, ND
58502-1458

Voice 701.530.2000
Fax 855-813-7556

February 11, 2025

Susan Hazelett, PE
Apex Engineering Group
600 South 2nd Street
Bismarck, ND 58504

Dear Ms. Hazelett:

The Natural Resources Conservation Service (NRCS) has reviewed your letter dated January 15, 2025, concerning the Water Main and Lead Line Replacement-Phase II (Project # 24.107.0026) in the City of Dickinson, North Dakota.

NRCS has a major responsibility with the Farmland Protection Policy Act (FPPA) in documenting conversion of farmland (i.e., Prime, Statewide Importance and/or Local Importance) to non-agricultural use when federal funding is used. Your proposed project is within the city limits of Dickinson, North Dakota where FPPA does not apply; therefore, no further action is needed.

If you have additional questions pertaining to FPPA, please feel free to contact me at (701) 530-2018 or by email at Susan.Samsonliebig@usda.gov.

Sincerely,

Susan Samson-Liebig

SUSAN SAMSON-LIEBIG
Acting State Soil Scientist

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, OMAHA DISTRICT
NORTH DAKOTA REGULATORY OFFICE
3319 UNIVERSITY DRIVE
BISMARCK, NORTH DAKOTA 58504-7565

February 7, 2025

NWO-2022-00889-BIS

Apex Engineering Group
Attn: Ms. Susan Hazelett
600 South 2nd Street, Suite 145
Bismarck, North Dakota 58504

Dear Ms. Hazelett:

This is in response to information received on January 21, 2025 regarding the proposed City of Dickinson, Water Main and Lead Line Replacement - Phase II, Project No. 24.107.0026. The project is located in the SE¼ of Section 33 and S½ of Section 34, Township 140 North, Range 96 West; and the NW¼SW¼ of Section 2 and Section 3, Township 139 North, Range 96 West, Stark County, North Dakota.

U. S. Army Corps of Engineers Regulatory Offices administer Section 404 of the Clean Water Act (Section 404). A Section 404 permit would be required for the discharge of dredge or fill material (temporarily or permanently) in waters of the United States. Waters of the United States may include, but are not limited to, rivers, streams, ditches, coulees, lakes, ponds, and their adjacent wetlands. Fill material includes, but is not limited to, rock, sand, soil, clay, plastics, construction debris, wood chips, overburden from mines or other excavation activities and materials used to create any structure or infrastructure in waters of the United States.

Based on the information contained in your letter, the Corps has determined that your proposed project may need a Clean Water Act Section 404 permit if there is a discharge of dredge or fill material into any types of waters listed in the paragraph above. If you decide to submit a permit application, the permit application and instructions for completing the application are enclosed and may also be found at: http://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/Obtain-a-Permit. Be sure to accurately describe all proposed work and construction methodology. Once the application is complete, mail it to the letterhead address or to the email address (preferred) below.

The North Dakota Regulatory office prefers that all submissions are sent electronically to the following email address: CENWO-OD-RND@usace.army.mil instead of a hard copy by mail. Please split large attachments (>25 MB) into multiple emails if needed.

Printed on Recycled Paper

Please refer to identification number NWO-2022-00889-BIS in any correspondence concerning this project. If you have any questions, please contact Jeremy Nygard at U.S. Army Corps of Engineers, North Dakota Regulatory Office, 3319 University Drive, Bismarck, North Dakota 58504-7565, by email at *Jeremy.S.Nygard@usace.army.mil*, or telephone at 701-989-6425. For more information regarding our program, please visit our website at *http://www.nwo.usace.army.mil/Missions/RegulatoryProgram/NorthDakota.aspx*.

Sincerely,

Benjamin D. Reile

For Benjamin N. Soiseth
Chief, North Dakota Section

Enclosure

February 6, 2025

Susan Hazelett, P.E.
Apex Engineering Group
600 South 2nd St., Suite 145
Bismarck, ND 58504

Re: Project Code: 24.107.0026, City of Dickinson, Water Main and Lead Line Replacement - Phase II in Stark County

Dear Ms. Hazelett:

The North Dakota Department of Environmental Quality (Department) has reviewed the information concerning the above-referenced project received at the Department on January 17, 2025, with respect to possible environmental impacts.

1. Necessary measures should be taken to minimize fugitive dust emissions created during construction activities. Any complaints that may arise should be dealt with in an efficient and effective manner.

2. Care is to be taken during construction activity near any water of the state to minimize adverse effects on a water body. This includes minimal disturbance of stream beds and banks to prevent excess siltation, and the replacement and revegetation of any disturbed area as soon as possible after work has been completed. Caution must also be taken to prevent spills of oil and grease that may reach the receiving water from equipment maintenance and/or the handling of fuels on the site. Guidelines for minimizing degradation to waterways during construction are attached.

3. Projects disturbing one or more acres are required to have a permit to discharge stormwater runoff until the site is stabilized by the re-establishment of vegetation or other permanent cover. Projects involving temporary dewatering or hydrostatic testing also are required to have a permit to discharge. Further information on the stormwater permit and temporary dewatering and hydrostatic testing permit may be obtained from the Department's website or by calling the Division of Water Quality at 701-328-5210. Also, cities and counties may impose additional requirements and/or specific best management practices for construction affecting their storm drainage system. Check with the local officials to be sure any local stormwater management considerations are addressed.

4. All necessary measures must be taken to minimize the disturbance of any asbestos-containing material and to prevent any asbestos fiber release episodes. Any facility, including pipelines, that is to be renovated or demolished must be inspected for asbestos. Notification of the Department's Division of Waste Management at 701-328-5166 is

required before any demolition. Removal of any friable asbestos-containing material must be accomplished in accordance with Section 33.1-15-13-02 of the North Dakota Air Pollution Control Rules.

5. All solid waste materials must be managed and transported in accordance with the state's solid and hazardous waste rules. Appropriate efforts to reduce, reuse and/or recycle waste materials are strongly encouraged. As appropriate, segregation of inert waste from non-inert waste can generally reduce the cost of waste management. Further information on waste management and recycling is available from the Department's Division of Waste Management at 701-328-5166.

Division of Waste Management – UST Program

The Department's UST Program does have records which indicate historical underground storage tanks within the project area in the city of Dickinson, ND (see attached list).

If the construction or demolition will require the removal, installation or replacement of any UST system (tanks, piping or associated components) or the reporting of any release, it will need to follow the TECHNICAL STANDARDS AND CORRECTIVE ACTION REQUIREMENTS FOR OWNERS AND OPERATORS OF UNDERGROUND STORAGE TANKS, CHAPTER 33.1-24-08 regarding notification, installation, closure and compliance. The regulations can be found at https://www.legis.nd.gov/information/acdata/pdf/33.1-24-08.pdf

The Department owns no land in or adjacent to the proposed improvements, nor does it have any projects scheduled in the area. In addition, we believe the proposed activities are consistent with the State Implementation Plan for the Control of Air Pollution for the State of North Dakota.

If you have any questions regarding our comments, please feel free to contact this office.

Sincerely,

L. David Glatt, P.E., Director
North Dakota Department of Environmental Quality

LDG:ll
Attach.

Facility Report

Latitude and Longitude within .5 mile(s) of 46.886414 and -102.779304

Friday, January 24, 2025

Facility ID	Facility	Address	City	Region	Facility Type	Latitude	Longitude	Status
532	Montana-Dakota Utilities Company	1133 West Broadway	Dickinson	2	Industrial	46.879176	-102.789624	Inactive
590	City of Dickinson	625 West Broadway	Dickinson	2	Local Government	46.879176	-102.789624	Inactive
593	Central Fire Station	25 2nd Avenue West	Dickinson	2	Local Government	46.879214	-102.788630	Inactive
786	Keith Signs	1795 South Main	Dickinson	2	Commercial	46.879176	-102.789624	Inactive
935	Kramer Sheet Metal Inc	357 First St E	Dickinson	2	Industrial	46.879556	-102.779361	Inactive
1933	US West Communications	225 1st Avenue West	Dickinson	2	Utilities	46.881192	-102.786880	Inactive
2318	Andys Commercial Sanitation Inc	887 9th Street East	Dickinson	2	Commercial	46.887553	-102.771655	Inactive
2588	St Josephs Hospital Health Center	30 West 7th Street	Dickinson	2	Other	46.885935	-102.785005	Inactive

Number of Records 8

Construction and Environmental Disturbance Requirements

The following are the minimum requirements of the North Dakota Department of Environmental Quality (Department) for projects that involve construction and environmental disturbance in or near waters of the State of North Dakota. They ensure that minimal environmental degradation occurs as a result of construction or related work which has the potential to affect waters of the state. All projects must be constructed to minimize the loss of soil, vegetative cover, and pollutants (chemical or biological) from a site.

Soils

Prevent the erosion and sediment loss using erosion and sediment controls. Fragile and sensitive areas such as wetlands, riparian zones, delicate flora, and land resources must be prohibited against compaction, vegetation loss and unnecessary damage.

Surface Waters

All construction must be managed to minimize impacts to aquatic systems. Follow safe storage and handling procedures to prevent the contamination of water from fuel spills, lubricants, and chemicals. Stream bank and stream bed disturbances must be contained to minimize silt movement, nutrient upsurges, plant dislocations, and any physical chemicals, or biological disruption. The use of pesticides or herbicides in or near surface waters is allowed under the Department's pesticide application permit with notification to the Department.

Fill Material

Any fill material placed below the ordinary high-water mark must be free of topsoil, decomposable materials, and persistent synthetic organic compounds, including, but not limited to, asphalt, tires, treated lumber, and construction debris. The Department may require testing of fill material. All temporary fills must be removed. Debris and solid waste must be properly disposed or recycled. Impacted areas must be restored to near original condition.

NORTH Dakota | Water Resources
Be Legendary.

February 19, 2025

Ms. Susan Hazelett

Apex Engineering Group
600 South 2nd Street
Bismarck, ND 58504
susan.hazelett@apexenggroup.com
701-224-3101

Dear Ms. Hazelett,

This is in response to your request for a review of the environmental impacts associated with the Water Main and Lead Line Replacement – Phase II Apex No. 24.107.0026, located in Dickinson, North Dakota.

The proposed project has been reviewed by Department of Water Resources (DWR), and the following comments are provided:

- Initial review indicates the project does not require a conditional or temporary permit for water appropriation. However, if surface water or groundwater will be diverted for construction of any future projects identified in the plan, a water permit will be required per North Dakota Century Code § 61-04-02. Please consult with the DWR Water Appropriation Division if you have any questions at (701) 328-2754 or appropinfo@nd.gov.

- There is a FEMA National Flood Insurance Program (NFIP) regulatory floodplain identified or mapped where this proposed project is to take place. Impacted areas are designated to be in NFIP Zone AE, with floodway. The State of North Dakota has no formal NFIP permitting authority, as all NFIP permitting decisions are considered by impacted NFIP participating communities, which is the community with zoning authority for the area in question. Please work directly with the local floodplain administrator of the zoning authority impacted to achieve NFIP and community compliance.

Thank you for the opportunity to provide review comments. Should you have further questions, please contact me at 701-328-4970 or kyrkoski@nd.gov.

Sincerely,

Kyle Yrkoski
Planner III

KY:mg/1570

Appendix B

Public Participation

Facility Plan Water Main and Lead Service Line Replacement – Phase II

Presented by: Josh Skluzacek and Scott Schneider

Tuesday March 18, 2025

DWSRF Loan Facility Plan Public Hearing

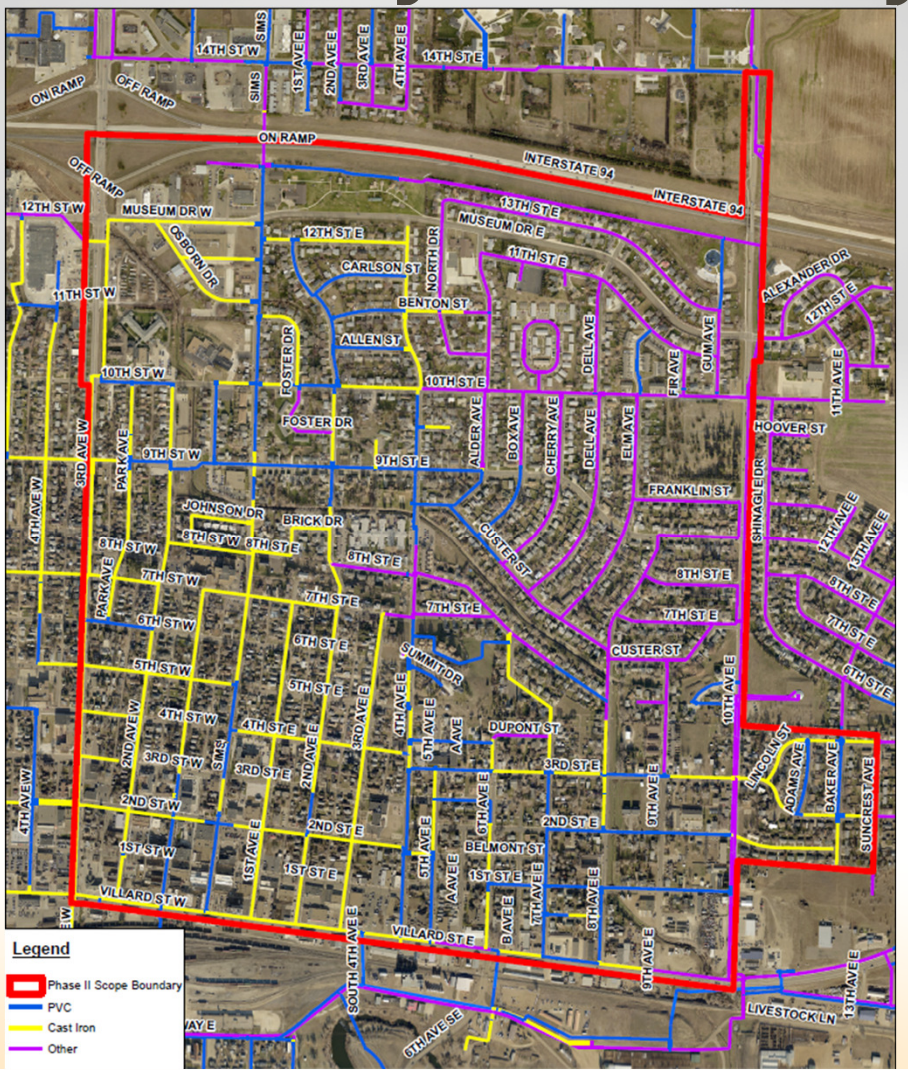
CITY OF Dickinson North Dakota

State Revolving Fund Program

- Low Interest Loans for Water and Wastewater Projects
- Funded through EPA
- Administered by NDDEQ and Public Finance Authority (PFA)
- Two Categories
  - Drinking Water SRF
  - Clean Water SRF
- 2.0% Interest Rate Up to 30-Years
- SRF Projects Require a Facility Plan
- Facility Plans Are Typically Usable for 5 Years

CITY OF Dickinson North Dakota

Watermain Facility Plan Study Area



CITY OF Dickinson North Dakota

Facility Plan Lead Service Lines

Phase II Boundary

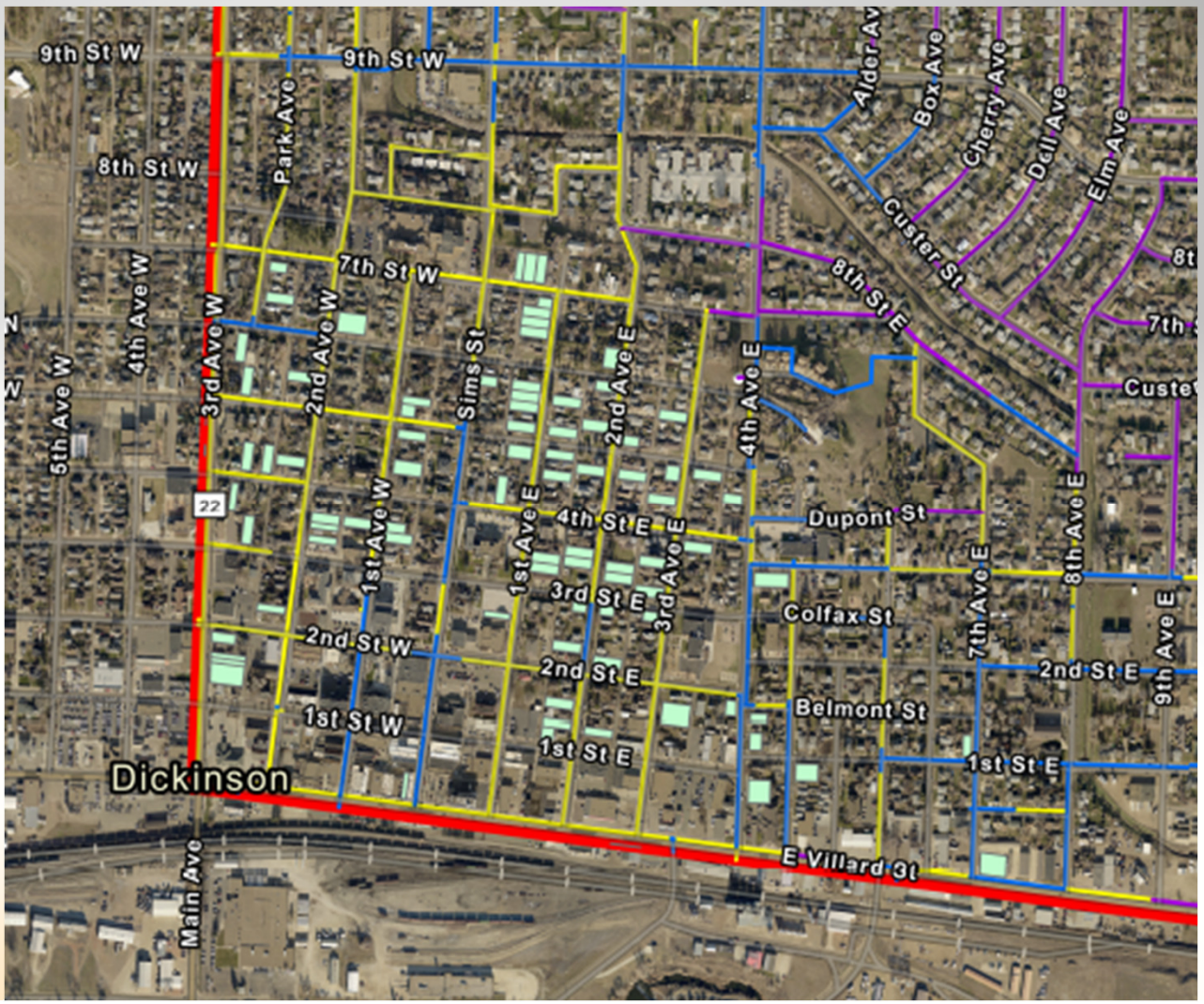
Lead Water Service Parcels

Material

Cast Iron

Other

PVC



CITY OF Dickinson North Dakota

Sims – 2nd St. E. to 9th St. E.

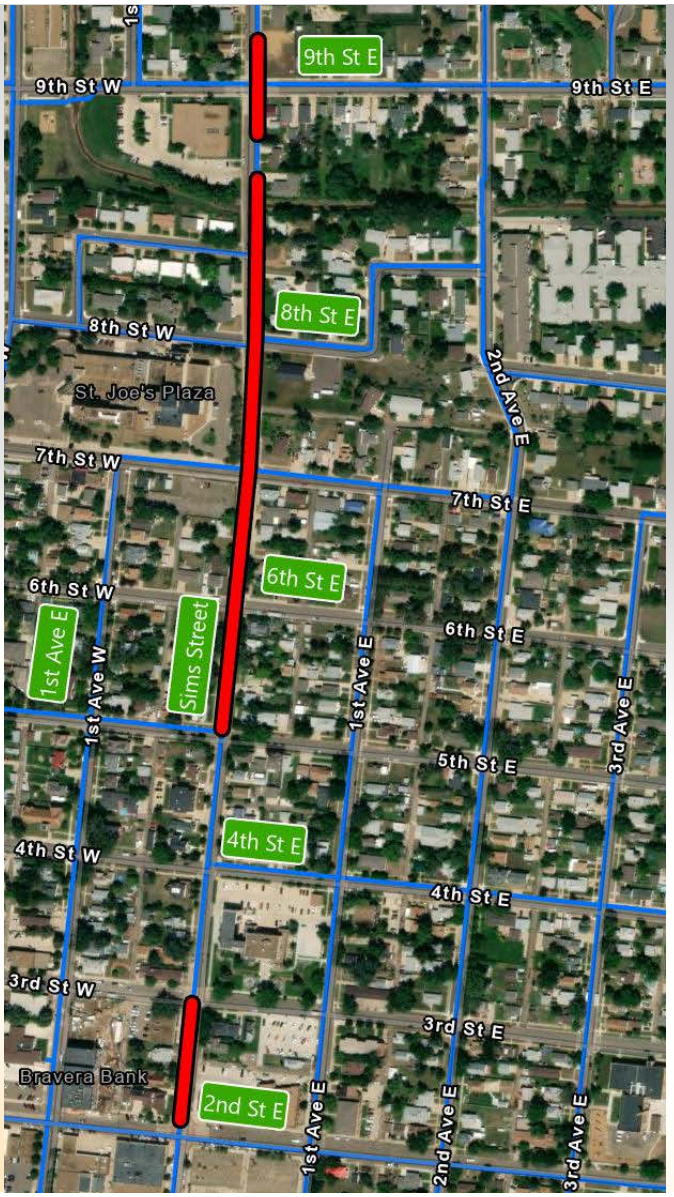
Project limits includes the 2nd St E to 9th St E

- RED = Reconstruction
- BLUE = Mill & Overlay

CITY OF Dickinson North Dakota

Sims St. 6-inch Cast Iron Watermain Replacement

- Eligible for DWSRF Loan
  - Approximately 1,950 LF
  - Anticipate 2 Lead Service Lines Replacements
    - RED = Replacement
    - BLUE = Existing PVC Watermains



CITY OF Dickinson North Dakota

Thank you!

QUESTIONS AND COMMENTS ARE WELCOME

CITY OF Dickinson North Dakota

www.DickinsonGov.com

Gate City Bank Revitalization Program Award

Presented by: City Planner, Natalie Birchak

CITY OF Dickinson North Dakota

Approval

- Gate City Bank has approved the City of Dickinson for $1 million available to residents applying for loans through the Dickinson Revitalization Program in 2025!
- This program is designed to assist homeowners in Dickinson with major or minor home renovations in an effort to increase home values, bring all residences up to City code, and improve neighborhoods throughout the city.
- The program is available on a first-come, first-serve basis

CITY OF Dickinson North Dakota

Applications

- Applications will be available on the City of Dickinson's website and can be submitted either by mail or electronically.
- These applications will first be reviewed by City staff to ensure the project meets the requirements of the program, then they will be reviewed by Gate City Bank for loan eligibility.
- The program started accepting applications on March 17th, and residents are welcome to apply until October 31st.

CITY OF Dickinson North Dakota

Thank you!

CITY OF Dickinson North Dakota