REGULAR MEETING OF THE CITY COMMISSION AGENDA

Tuesday, October 06, 2026 at 4:30 PM MT
City Hall – 38 1st Street West Dickinson, ND 58601

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

CALL TO ORDER

ROLL CALL

OPENING CEREMONIES: PLEDGE OF ALLEGIANCE

1. ORDER OF BUSINESS: CONSIDERATION FOR APPROVAL

A. Resolution No: 39-2026

Ordinance No: 1867

2. CONSENT AGENDA

A. Approval of City Commission Meeting Minutes dated September 15, 2026

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. Introduction of New Public Works Director - Robert Clemow

Presented by: Administrator Dassinger

B. Resolution for Stark County Sale and Signature Authorization (Enc.)

Presented by: Administrator Dassinger

Consideration to approve Resolution No. _____

C. Proclamation - Manufacturing Day 2026 (Enc.)

Presented by: President Decker

Consideration to approve

D. 2027 Proposed Budget (Enc.)

Presented by: Deputy Finance Director Greenwood

Consider to approve second reading of Ordinance No. 1866

E. 2027 Fee Schedule (Enc.)

Presented by: Deputy Finance Director Greenwood

Consideration to approve Resolution No. ___

4. PUBLIC WORKS

5. PUBLIC SAFETY - FIRE

6. PUBLIC SAFETY - POLICE

A. Memorandum of Understanding - City of Dickinson and Dickinson State University (Enc.)

Presented by: Chief Cianni

Consideration to approve

7. COMMUNITY DEVELOPMENT

A. Development Incentives Agreement with John Schneider (Enc.)

Presented by: Planner Birchak

Consideration to approve

B. Development Incentives Agreement with Venture Homes - 10/6/2026

Presented by: Planner Birchak

Consideration to approve

C. Residential Builder Property Tax Incentives (Enc.)

Presented by: Planner Birchak

Consideration to approve Resolution No. ___

D. WRF Primary Treatment Building H2S Alarm System Contract to ENETEK (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration of approval of Contract

E. WRF HVAC Controls Contract with ENETEK (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration of approval of Task Order

F. WRF IFAS Spray Bar Bid Award (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration of approval of Bid

G. WRF Project Support Engineering Task Order to Apex Engineering Group, Inc. (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration of approval of Task Order

H. MSA with Interstate Engineering (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration of approval of MSA

I. 202612 10th Avenue E. Storm Sewer Task Order with Interstate Engineering (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration of approval of Task Order

J. 202605 - Utility and Street Improvement Project Storm Water Easement (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration of approval of MSA

8. PUBLIC HEARING – 5:00 PM

A. Dickinson Youth Commission - Oath of Office (Enc.)

Presented by: President Decker

B. Public Hearing - FLM-001-2026 Zowie Heights Addition FLUM Amendment (Enc.)

Presented by: Planner Birchak

Consideration to approve first reading of Ordinance No. ____

C. Public Hearing - Zowie Heights Addition Rezone (Enc.)

Presented by: Planner Birchak

Consideration to approve first reading of Ordinance No. ____

D. Public Hearing - Zowie Heights Addition Annexation (Enc.)

Presented by: Planner Birchak

Consideration to approve first reading of Ordinance No._____

E. Public Hearing - 2027 Watermain SID Resolution to Approve the Protests (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration of approval of first reading of Ordinance No. __

9. PUBLIC COMMENTS

10. COMMISSION COMMENTS

11. ADJOURNMENT

Link for viewing City Commission Meeting:
Stream Link: https://youtube.com/live/XgTCJ4wGzfk
This link will not be live until approximately 4:25 PM MT on October 6, 2026.

Teams Meeting: https://tinyurl.com/CCM10062026
Teams Meeting ID: 227 627 614 799 58 **Meeting Passcode:** C6zK36NM
Teams Phone #: 1-701-506-0320 **Phone Conference ID:** 520 214 183#
Local Phone #: 701-456-7006

Persons who desire to be heard under Section 9 "Public Comments not on Agenda" may call in at (701) 456-7006

Persons desiring to attend the meeting who require special accommodations are asked to contact the City Administrator at (701) 456-7744 by the Friday preceding the meeting.

REGULAR MEETING **DICKINSON CITY COMMISSION** **September 15, 2026**

I. CALL TO ORDER

Vice President Jason Fridrich called the meeting to order at 4:30 PM

II. ROLL CALL

Present were: Vice President Jason Fridrich, Commissioner Russ Murphy.

Telephone: Commissioner Robert Baer

Absent: President Scott Decker and Commissioner Joe Ridl

OPENING CEREMONIES: PLEDGE OF ALLEGIANCE

1. ORDER OF BUSINESS

MOTION BY: Russ Murphy SECONDED BY: Robert Baer

To approve the September 15, 2026, Commission Meeting with the addition of the Tobacco license for HouseRecker 2026 Proof LLC DBA The House Of Booze.

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

2. CONSENT AGENDA

MOTION BY: Robert Baer SECONDED BY: Russ Murphy

A. Approval of the City Commission Meeting Minutes dated September 1, 2026

B. Approval of Accounts Payable, Commerce Bank and Checkbook

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

3. ADMINISTRATION/FINANCE

A. Monthly Financial Report

Deputy Finance Director Katie Greenwood presents the monthly financial report for August, 2026. She states the General Fund is at $ 6.4 million; revenue 57% collected, the 1 ½ sales tax – little over a million dollars. Hospitality Tax is up quite a bit at $150,000 payment which is pretty high compared to previous years. Occupancy tax jump over 6% over last year at this time. Oil impact 1.6 million which is 18% over last year. She feels the oil impact will start to decline a little. Utility revenue 68%; enterprise expenditures 67%. She does state the City receives from Stark County $5 million of oil impact pool amount that we receive more after September.

B. HR Monthly Report

HR Director Shelly Nameniuk presents the Hiring Journal which was updated on 9/4. Police Officers have 5 openings – hired 1 as a return officer; Public Safety Telecommunicate has 4 openings; Fire Department– paramedic working on creating roster; FF EMT – 2 open; and Administrative Assistant is in the background phase. Public Works has 1 street operators; solid waste operator 1 opening; and Public Works position is still open. The committee just finished the 2nd interview stage. Engineering/Community Development has a Building Inspector II – 1 opening; along with the Museum – 1 museum gift shop; building service worker PT – 1; and Marketing – has one opened position which was advertised internally.

C. Tobacco License – HouseRECKER 2026 Proof LLC DBA The House of Booze

City Administrator Dustin Dassinger states the City has received a tobacco license application from HouseRECKER 2026 Proof. This is located at 1173 3rd Avenue W.

This is formally House of Booze which was sold on 9/27/2026. City Administration recommends approval.

MOTION BY: Russ Murphy SECONDED BY: Robert Baer
To approve the Tobacco license for HouseRecker 2026 Proof LLC DBA The House Of Booze.

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

4. PUBLIC WORKS
A. No Report

5. PUBLIC SAFETY
Fire
1. No Report
Police
A. Police Department
1. No Report

6. COMMUNITY DEVELOPMENT SERVICES
A. 202606 – 15TH Street Extension Property appraisal RFP award to Valbridge Property Advisors.
Planner Natalie Birchak presents a request for proposal award for a property appraisal service associated with the project 15th Street Extension project. The lowest total proposal was $11,000 from Valbridge Property Advisors. The City is looking to appraise four properties, including one owned by the City, one owned by the Dickinson School District, and two owned by the North Dakota State University. These properties are being appraised as part of the 15th Street Extension project for a potential land swap. The project is planned to be completed during the 2026 construction season. The project was budgeted for in the 2026 capital improvement project plan. The city engineering staff recommends approval.

Vice President Jason Fridrich states the land swap with NDSU and this is the first step and it would need to go to the State for approval prior to the swap.

MOTION BY: Robert Baer SECONDED BY: Russ Murphy
To approve the 15th Street Extension property appraisal to Valbridge Property Advisors.

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

B. Energy Center 6th Construction Engineering Task Order to Highlands Engineering.
Engineering and Communities Development Director Josh Skluzacek presents for consideration is a task order for construction engineering with Highlands Engineering & Surveying, PLLC to construct the public infrastructure for the Energy Center 6th project which includes approximately 1,700 lineal feet of sanitary sewer and the storm water management facility in Tract 1. The total estimate for the scope of work as stated in the Task Order is $40,000.00. As per the development agreement which was approved by the City Commission on April 7, 2026, the OWNER will pay for all construction within the City of Dickinson platted right-of-way, easements, and/or Tract 1. The financial security and insurance requirements for the public infrastructure as defined in Section 7 of the development agreement will be submitted to the City of Dickinson. All costs for the construction engineering and inspections will be paid by reimbursed to the City of Dickinson by the Owner. A one-year warrantee period for the construction of the public infrastructure is included once substantial completion of the construction has been met.

MOTION BY: Russ Murphy SECONDED BY: Robert Baer

A. To approve the Energy Center 6th Construction Engineering Task Order to Highlands Engineering.

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

7. PUBLIC HEARING – 5:00 P.M.

A. Public Hearing – 2027 Proposed Budget

Deputy Finance Director Katie Greenwood states the full budget packet is on line for anyone to review. Ms. Greenwood explains the General fund expenditures increase is 4.6% - 70% is salaries and benefits; possible 2% COLA or 3% based on CPI's. variances – ones over 5% - administration 9.6% increase – postage and telephone all in city hall moved to admin. Fire 8.2% due to salaries – 26 FT employees with 8% health insurance increase. IT has a new software budget if $250,000 for implementation and annual fee $300,000; Court 12% increase due to legislative or jail cost or attorney fees no reimbursement for those costs; Museum – 9% increase due to building repairs – $45,000 dollars; PW 12.6% increase – wage continency – assessment that we are doing this summer and don't know what the results of this study has known. Street 13.8% increase due to various equipment. Utility billing 8.7% increase as we will be moving utility billing software into the budget.

Administrator Dustin Dassinger discusses salaries and benefits. He is asking the Commissioners to consider a 2% with a step increase. Recognize 1 -2 add cost $215,500. Local labor market, continued cost of living compared to their public entities. Labor very competitive. This can be reflected in HR report. Hard to fill those positions. Stark County 595 job openings in May. Compete with other cities, stark county and state of ND. Employees continued higher cost. Prices have not come down. Important to increase COLA – reorganizations changes in overall cost. There are two different factors of this competition. City has made significant process in personnel but now we are slipping backwards. $215,500 investment in work force. Cost of training can quickly become more expensive than retention. Continue to provide services we need good staff. There would be a 2% COLA plus step raise. This would be an investment for the city. Administrator Dassinger is asking the Commission to please consider this 2% COLA.

Vice President Jason Fridrich states what portion does the city pay on health insurance. If a 15% increase in health insurance without a cost-of-living increase makes them make less money each year. This is probably a no brainer here for me. COLA match CPI - 2% in private sector do a good job may get a bonus. Step increase is a bonus. I don't like to calculate that into CPI – over and above. COLA going forward should at least meet CPI. Cost of living goes up each year.

Commissioner Russ Murphy agrees with that also. He states looking at the HR report that is consistently is lengthy in employees and I would agree if you are in private sector if offered you would be looking for other employment. People work hard and are committed to the city and I would agree that we move it to the 2% for 2027 and work on CPI adjustment and work into budget. Employees best asset and face of city when doing job. And to get qualified people to stay here and not have continued training this has to be done. No other way. Agree that we work that in 2027 and in 2028 to get up to CPI. Cannot work year after year and it is not sustainable and not a happy work force.

Commissioner Robert Baer states it is important to pay staff as they are great staff. Increase will help them want to stay but my concern is that if we don't do that we will lose them to private sector. Increase is very necessary.

Director Greenwood states the general fund balancing is $13.8 million to be received in 2027 in general revenue. End up using $3.8 million cash on hand. End general fund $3.1 million. Little lower than carrying it but feel we will end up more. General fund $5.2

million asking for. Budgeting only $4.9 million in budget. Asking for 31.06 for mills. Property values increased about 4% over the past 8 years. Mill level has only asked about 1-2% increase. Sales tax 13.8% decrease library expansion; future fund – included trust fees. Reviews the increase of over 5%. Interest revenue 53% increase use for baler building expansion and EMS. Capital project $34.5 million. Personnel requests – no new FT positions; 2 reclassifications - GIS specialist, records clerks, senior Firefighter, Planner II position and Senior HR Generalist which are both internal position. Revises capital requests. CIP projects - $38,121,600 reviews all projects.

Director Greenwood reviews the proposed fee schedule. Water rates, keeping consumption rate for water but adding a couple dollars for fixed meter fee. Snow birds proposed remove that. She provides a list of new meter rates fee. Labor cost of $50 an hour. This was for water. Wastewater and reclamation – residential 100% to fixed flat rate; commercial stay the same as rate structure goes. Some changes for several solid waste, etc. Refuse is going to go up $4. The City did have 5000 gallons of water cap. They would actually be saving with this new structure. No cap on water.

Director Greenwood states the first reading of 2027 budget with 2% cola.

Commissioner Russ Murphy states he has been at multiple meetings and thanks city staff for cutting budget costs where they could and trying to be mindful on how that reflects on cost to residents. These meetings were open to the public and this is a pretty lean budget.

Vice President Jason Fridrich agrees with Commissioner Murphy.

Commissioner Robert Baer agrees with Commissioner Murphy and he feels the staff did a great job trimming the budget and put a lot of work in it. Commend city staff.

Vice President Jason Fridrich opens the public hearing up at 5:35 p.m. Hearing no public comments the public hearing was closed 5:36 p.m. and the following motion was made.

MOTION BY: Russ Murphy SECONDED BY: Robert Baer
To approve first reading of Ordinance No. 1866 with the change to payroll to 2% COLA

ORDINANCE NO. 1866

ANNUAL APPROPRIATION AND TAX LEVY

AN ORDINANCE ENTITLED "THE 2027 ANNUAL APPROPRIATION AND TAX LEVY" APPROPRIATING THE SUM OF MONEY NECESSARY TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF DICKINSON, NORTH DAKOTA, AND MAKING THE ANNUAL TAX LEVY FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2027 AND ENDING DECEMBER 31, 2027, INCLUSIVE.

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

8. PUBLIC COMMENS NOT ON AGENDA

None

9. COMMISSION COMMENTS

Commissioner Russ Murphy sates the staff put in a lot of work, time and effort and no one likes to see an increase but it is reality that we need to move forward with and some items The City can't stand still and have to more forward and grow as much as we can and make the community that wants to raise kids and put roots down. It is hard cutting and looking where you want to put forth effort in projects but mindful of whom pays the bills.

Vice President Jason Fridrich states he increased the PW Budget for 2 snow gates.

11. ADJOURNMENT

MOTION BY: Russ Murphy SECONDED BY: Robert Baer

Adjournment of the meeting was at 5:40 P.M.

DISPOSITION: Roll call vote… Aye 3, Nay 0, Absent 2
Motion declared duly passed.

OFFICIAL MINUTES PREPARED BY:

_____

Rita Binstock, Assistant to City Administrator

APPROVED BY:

_____

Dustin Dassinger, City Administrator

_____

Jason Fridrich, Vice President
Board of City Commissioners

Date: October 6, 2026

Please approve the following MANUAL checks on 1

Check #	Vendor Name	Amount	Comment
136334	LOCAL 5150 PROFESSIONAL FIRE	$ 1,250.00	AUGUST P/R W/H
136335	FLATLAND ENTERPRISES	$ 449,602.45	CIP PAYMENT
136336	PETTY CASH	$ 40.92	REIMBURSEMENT OF FUNDS
136337	FLORIDA STATE CHILD SUPPORT	$ 161.54	SEPT 18 CHILD SUPPORT
136338	STATE OF MONTANA CHILD SUPPORT	$ 767.99	SEPT 18 CHILD SUPPORT
ACHCOMMERCE 9.11	COMMERCE CC STATEMENT	$ 37,504.33	9.11.26 STATEMENT

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson
Payables Management

Ranges:

Vendor ID:	First - Last	FED TAX CLAS:	First - Last	Print Option:	DETAIL
Class ID:	First - Last	Posting Date:	First - Last	Age By:	Document Date
Payment Priority:	First - Last	Document Number:	First - Last	Aging Date:	9/1/2026
Vendor Name:	First - Last				

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

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

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	AR2112787	INV	9/23/2026	9/23/2026	$3,626.51	CONTRACT INVOICE/OCT 202		$3,626.51			
Voucher(s): 1						Aged Totals:	Due $3,626.51	$3,626.51	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	4604225815	CRM	9/17/2026		($57.96)	SERVICE BRAKE CHAMBER		($57.96)			
	C/4604224919	CRM	8/26/2026		($30.00)	CORE CREDIT		($30.00)			
	4603115857	INV	9/16/2026	9/16/2026	$2,702.70	UNIT R53/ REGEN LIGHT ON		$2,702.70			
	4604225792	INV	9/17/2026	9/17/2026	$402.72	SERVICE BRAKE CHAMBER		$402.72			
	4604225943	INV	9/22/2026	9/22/2026	$173.66	SPRING BRAKE CHAMBER		$173.66			
	4604226001	INV	9/22/2026	9/22/2026	$250.56	FILTER		$250.56			
Voucher(s): 6						Aged Totals:	Due $3,441.68	$3,441.68	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	16MH-73WD-L4HR	INV	6/30/2026	6/30/2026	$72.01	OFFICE SUPPLIES				$72.01	
	1QFG-KNL-1-7HLM	INV	9/9/2026	9/9/2026	$823.79	DSU FIRE ACADEMY		$823.79			
	112-0384731-7873003	INV	9/14/2026	9/14/2026	$59.93	CRAFTING SUPPLIES		$59.93			
	11T6-JFKR-HYRW	INV	9/14/2026	9/14/2026	$82.89	CLEANING SUPPLIES		$82.89			
	1JCF-HDYK-TJDJ	INV	9/14/2026	9/14/2026	$216.00	CONFESSIONS OF AN ENGINE		$216.00			
	16HJ-FFXF-39RL	INV	9/21/2026	9/21/2026	$23.35	SELF INKING STAMP		$23.35			
	1DWV-6NCJ-39QK	INV	9/21/2026	9/21/2026	$89.52	COFFEE		$89.52			
	1LCD-GXTG-HMGV	INV	9/21/2026	9/21/2026	$82.98	SUPPLIES		$82.98			
	13J6-6PG9-6NFK	INV	9/22/2026	9/22/2026	$10.50	QTIP COTTON SWABS		$10.50			
	1QTK-13DX-J1PF	INV	9/24/2026	9/24/2026	$29.09	KARAT HD BLACK TEASPOON		$29.09			

	1LXT-3GTR-9DDP	INV	9/28/2026	9/28/2026	$554.24	SUPPLIES		$554.24			
Voucher(s): 11						Aged Totals:	Due $2,044.30	$1,972.29	$0.00	$72.01	$0.00

Vendor ID: 6747 **Name:** AMICO ROMA FARM (CARLY LUZADER) **Class ID:** 1099 **FED TAX CLAS:** I-INDIVIDUAL

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	9.8.26	INV	9/8/2026	9/8/2026	$500.00	NEW K9 DEPOSIT		$500.00			
Voucher(s): 1						Aged Totals:	Due $500.00	$500.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	9.14.26	INV	9/14/2026	9/14/2026	$51.80	BILLINGS COUNTY ANNUAL R		$51.80			
Voucher(s): 1						Aged Totals:	Due $51.80	$51.80	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	24754	INV	8/31/2026	8/31/2026	$1,927.50	HWY22- MUSEUM DR TRAFFIC		$1,927.50			
	24801	INV	8/31/2026	8/31/2026	$1,261.00	H2S GAS MITIGATION		$1,261.00			
	24807	INV	8/31/2026	8/31/2026	$8,843.00	202517 WRF - IFAS IMPROVEM		$8,843.00			
	24808	INV	8/31/2026	8/31/2026	$2,380.00	202518 WRF PRELIM TREATM		$2,380.00			
	24809	INV	8/31/2026	8/31/2026	$5,721.00	202516 WRF BIOSOLIDS IMPR		$5,721.00			
	24835	INV	8/31/2026	8/31/2026	$2,208.50	ON CALL MODELING TASKS		$2,208.50			
	24836	INV	8/31/2026	8/31/2026	$370.50	STORMWATER ORDINANCE F		$370.50			
	24837	INV	8/31/2026	8/31/2026	$1,310.00	GENERAL PLANNING & MODE		$1,310.00			
	24839	INV	8/31/2026	8/31/2026	$110,000.00	202605 UTILITY/STREET IMPR		$110,000.00			
	24840	INV	8/31/2026	8/31/2026	$16,305.00	202503 WATERMAIN REPLACE		$16,305.00			
	24841	INV	8/31/2026	8/31/2026	$864.50	202513 LEAD LINE REPLACE		$864.50			
	24842	INV	8/31/2026	8/31/2026	$673.50	202309 NW REGIONAL POND		$673.50			
	24843	INV	8/31/2026	8/31/2026	$41,769.50	202703 WATERMAIN REPLACE		$41,769.50			
Voucher(s): 13						Aged Totals:	Due $193,634.00	$193,634.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and
	030 491 2147 001 SEF	INV	9/13/2026	9/13/2026	$39.14	LONG DISTANCE		$39.14			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

		Due				
Voucher(s): 1	Aged Totals:	$39.14	$39.14	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	202016	INV	8/28/2026	8/28/2026	$350.00	EMERGENCY/ TURN SIGNAL		$350.00			
	202029	INV	9/3/2026	9/3/2026	$650.00	TEMP REPAIR/ TRIHEAD HAN(		$650.00			
	202061	INV	9/9/2026	9/9/2026	$1,721.00	21ST ST W		$1,721.00			
	202036	INV	9/14/2026	9/14/2026	$417.50	40TH ST WARNING FLASHER		$417.50			
	202052	INV	9/21/2026	9/21/2026	$100.00	TL VILLARD, 3RD AVE ON FLA		$100.00			
	202062	INV	9/23/2026	9/23/2026	$2,117.00	12TH ST W & I94 S		$2,117.00			
	202066	INV	9/24/2026	9/24/2026	$3,454.50	15TH ST W		$3,454.50			
	202074	INV	9/25/2026	9/25/2026	$182.44	EXIT 59 NW		$182.44			

		Due				
Voucher(s): 8	Aged Totals:	$8,992.44	$8,992.44	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	89155-2	INV	9/9/2026	9/9/2026	$129.00	UNIFORM/SAMPLE SHIRTS		$129.00			
	89445-1	INV	9/9/2026	9/9/2026	$583.50	UNIFORM/HOPPER and BERGI		$583.50			
	89535	INV	9/11/2026	9/11/2026	$43.30	UNIFORM/TIE TACS		$43.30			
	89521-1	INV	9/15/2026	9/15/2026	$430.00	UNIFORM/SCHROEDER		$430.00			
	89007	INV	9/17/2026	9/17/2026	$350.57	UNIFORM/WOOD		$350.57			
	88201-4	INV	9/18/2026	9/18/2026	$74.59	UNIFORM/SHIRT and EMBLEM		$74.59			
	89458-1	INV	9/18/2026	9/18/2026	$203.00	UNIFORM/CIANNI		$203.00			
	89291-3	INV	9/21/2026	9/21/2026	$379.50	UNIFORM/T HOPPER		$379.50			

		Due				
Voucher(s): 8	Aged Totals:	$2,193.46	$2,193.46	$0.00	$0.00	$0.00

Vendor ID: 6467 **Name:** BARR ENGINEERING CO. **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	34451050.02-25	INV	9/9/2026	9/9/2026	$1,705.00	202108 EAST BROADWAY DAI		$1,705.00			

		Due				
Voucher(s): 1	Aged Totals:	$1,705.00	$1,705.00	$0.00	$0.00	$0.00

Vendor ID: 4664 **Name:** BEACH PARK BOARD **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	9.15.26	INV	9/15/2026	9/15/2026	$3,000.00	2026 SW REGINAL GRANT FUI		$3,000.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

		Due				
Voucher(s): 1	Aged Totals:	$3,000.00	$3,000.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	7457	INV	8/5/2026	8/5/2026	$8,470.00	919 7TH ST E/ EMERGENCY		$8,470.00			
	7458	INV	8/5/2026	8/5/2026	$7,535.00	9TH ST W & 4TH AVE W/ EMEI		$7,535.00			
	7-FINAL 202503	INV	9/16/2026	9/16/2026	$41,099.03	202503 WATERMAIN REPLACE		$41,099.03			
	7-FINAL 202509	INV	9/21/2026	9/21/2026	$42,873.85	202509 SIMS ST-2ND ST E-9TH		$42,873.85			

		Due				
Voucher(s): 4	Aged Totals:	$99,977.88	$99,977.88	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	91041	INV	8/26/2026	8/26/2026	$355.62	WRF/ CHANGE MOTOR		$355.62			
	91099	INV	9/3/2026	9/3/2026	$1,078.07	STATE BLVD & 6TH ST W		$1,078.07			
	91142	INV	9/18/2026	9/18/2026	$900.00	200 BLOCK 1ST AVE N		$900.00			
	91143	INV	9/18/2026	9/18/2026	$350.00	LIFT #20/FLOAT SYSTEM		$350.00			
	91144	INV	9/18/2026	9/18/2026	$4,312.03	WEST RIDGE DR		$4,312.03			

		Due				
Voucher(s): 5	Aged Totals:	$6,995.72	$6,995.72	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	22799	INV	9/8/2026	9/8/2026	$122.50	UNIT R9/ REINFORCE PATCH		$122.50			
	22821	INV	9/15/2026	9/15/2026	$144.80	BALER BLDG/ HD RECALIBRA		$144.80			

		Due				
Voucher(s): 2	Aged Totals:	$267.30	$267.30	$0.00	$0.00	$0.00

Vendor ID: 2502 **Name:** BITUMINOUS PAVING INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	202601 PYMNT 2	INV	9/21/2026	9/21/2026	$371,774.14	202601 ROAD MAINTENANCE		$371,774.14			

		Due				
Voucher(s): 1	Aged Totals:	$371,774.14	$371,774.14	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2244985	INV	9/11/2026	9/11/2026	$215.98	AUDIO BOOKS		$215.98			

		Due				
Voucher(s): 1	Aged Totals:	$215.98	$215.98	$0.00	$0.00	$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

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Vendor ID: 951 **Name:** BORDER STATES ELECTRIC SUPPLY **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	933145031	INV	9/15/2026	9/15/2026	$87.90	OSRA-FO32/V35/ECO		$87.90			
	933153918	INV	9/16/2026	9/16/2026	$930.22	SUPPLIES		$930.22			
	933153923	INV	9/16/2026	9/16/2026	$292.24	SUPPLIES		$292.24			
	933153926	INV	9/16/2026	9/16/2026	$1,030.24	SUPPLIES		$1,030.24			
							Due				
Voucher(s):	4					Aged Totals:	$2,340.60	$2,340.60	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	894624-0	INV	9/17/2026	9/17/2026	$403.99	CHAIR/ HEATHER DAVIS		$403.99			
							Due				
Voucher(s):	1					Aged Totals:	$403.99	$403.99	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	86333164	INV	8/26/2026	8/26/2026	$171.94	LORAZEPAM VIALS		$171.94			
	86344107	INV	9/3/2026	9/3/2026	$269.93	FENTANYL VIALS		$269.93			
							Due				
Voucher(s):	2					Aged Totals:	$441.87	$441.87	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	41326	INV	9/9/2026	9/9/2026	$59.70	5 GAL WATER		$59.70			
	41332	INV	9/9/2026	9/9/2026	$19.90	5 GAL WATER		$19.90			
	425044	INV	9/14/2026	9/14/2026	$74.48	BOTTLED WATER		$74.48			
	425418	INV	9/14/2026	9/14/2026	$53.85	CAN LINERS		$53.85			
	424890-2	INV	9/16/2026	9/16/2026	$3,435.81	SUPPLIES		$3,435.81			
	425619	INV	9/16/2026	9/16/2026	$406.73	SUPPLIES		$406.73			
	41400	INV	9/23/2026	9/23/2026	$75.65	5 GAL WATER		$75.65			
							Due				
Voucher(s):	7					Aged Totals:	$4,126.12	$4,126.12	$0.00	$0.00	$0.00

Vendor ID: 3527 **Name:** BRAUN INTERTEC CORPORATION **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	IN1028555	INV	9/15/2026	9/15/2026	$9,030.25	202701 ROAD MAINTENANCE		$9,030.25			
	IN1029406	INV	9/22/2026	9/22/2026	$13,499.75	202703 2027 WATERMAIN		$13,499.75			

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	IN1029407	INV	9/22/2026	9/22/2026	$5,840.25	202610 EMPIRE ROAD		$5,840.25			
	IN1029410	INV	9/22/2026	9/22/2026	$20,271.75	202409 FIRE STATION 1A EVA		$20,271.75			
	IV1029408	INV	9/22/2026	9/22/2026	$1,462.75	202611 FAIRWAY STREET		$1,462.75			
							Due				
Voucher(s):	5					Aged Totals:	$50,104.75	$50,104.75	$0.00	$0.00	$0.00

Vendor ID: 592 **Name:** BRAVERA INSURANCE **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	19980	INV	9/21/2026	9/21/2026	$422.00	UPDATE 60,63 ADD 177 LIFT S		$422.00			
							Due				
Voucher(s):	1					Aged Totals:	$422.00	$422.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	165820-18	INV	6/29/2026	6/29/2026	$60,365.41	202216 BALER/RECYCLE BLD(				$60,365.41	
	165820-20	INV	6/29/2026	6/29/2026	$40,931.39	202216 BALER/RECYCLE BLD(				$40,931.39	
	165820.-21	INV	7/24/2026	7/24/2026	$19,380.19	202216 BALER/RECYCLE BLD(			$19,380.19		
							Due				
Voucher(s):	3					Aged Totals:	$120,676.99	$0.00	$19,380.19	$101,296.80	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	09PS0402714	INV	9/11/2026	9/11/2026	$229.16	UNIT R12		$229.16			
	09PS042715	INV	9/11/2026	9/11/2026	$71.49	UNIT R12		$71.49			
	09PS0402891	INV	9/15/2026	9/15/2026	$109.55	AIR FILTERS		$109.55			
							Due				
Voucher(s):	3					Aged Totals:	$410.20	$410.20	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	699292	INV	9/22/2026	9/22/2026	$37.57	SUPPLIES		$37.57			
							Due				
Voucher(s):	1					Aged Totals:	$37.57	$37.57	$0.00	$0.00	$0.00

Vendor ID: 3431 **Name:** CENGAGE LEARNING **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	999103510902	INV	9/16/2026	9/16/2026	$110.25	BOOKS		$110.25			
	999103555974	INV	9/21/2026	9/21/2026	$105.75	BOOKS		$105.75			
	999103566446	INV	9/22/2026	9/22/2026	$80.25	BOOKS		$80.25			
	999103566458	INV	9/22/2026	9/22/2026	$81.00	BOOKS		$81.00			

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	999103578575	INV	9/23/2026	9/23/2026	$27.00	BOOKS		$27.00				
	999103578587	INV	9/23/2026	9/23/2026	$28.50	BOOKS		$28.50				
	999103586335	INV	9/24/2026	9/24/2026	$30.75	BOOKS		$30.75				
	999103589071	INV	9/24/2026	9/24/2026	$59.25	BOOKS		$59.25				
							Due					
Voucher(s):	8					Aged Totals:	$522.75	$522.75	$0.00	$0.00	$0.00	

Vendor ID: 6659 **Name:** CHRISTOPHER WAYNE CLINE **Class ID:** 1099 **FED TAX CLAS:** I INDIVIDUAL

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	3316	INV	8/26/2026	8/26/2026	$449.82	G45 HOLSTER		$449.82			
							Due				
Voucher(s):	1					Aged Totals:	$449.82	$449.82	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	CREDIT 21054	CRM	7/1/2026		($17,929.50)	DUPLICATE PYMNT 21054		($17,929.50)			
	21456	INV	8/11/2026	8/11/2026	$9,158.75	202701 ROAD MAINTENANCE		$9,158.75			
	21651	INV	9/4/2026	9/4/2026	$63,796.99	202601 ROAD MAINTENANCE		$63,796.99			
	21653	INV	9/4/2026	9/4/2026	$5,882.00	202701 ROAD MAINTENANCE		$5,882.00			
							Due				
Voucher(s):	4					Aged Totals:	$60,908.24	$60,908.24	$0.00	$0.00	$0.00

Vendor ID: 6689 **Name:** COAST TO COAST SOLUTIONS, INC **Class ID:** **FED TAX CLAS:** S-CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	IVC0121499	INV	9/15/2026	9/15/2026	$425.42	PUZZLE BOOKS		$425.42			
							Due				
Voucher(s):	1					Aged Totals:	$425.42	$425.42	$0.00	$0.00	$0.00

Vendor ID: 4683 **Name:** COLDSPRING **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	RI 2589470	INV	9/16/2026	9/16/2026	$399.67	ROSE NICHE		$399.67			
							Due				
Voucher(s):	1					Aged Totals:	$399.67	$399.67	$0.00	$0.00	$0.00

Vendor ID: 6564 **Name:** COLOR MINTED LLC/ROCKY STICKERS **Class ID:** **FED TAX CLAS:** LLC - P

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	248	INV	9/9/2026	9/9/2026	$468.75	DINOSAUR CATALOG		$468.75			
							Due				
Voucher(s):	1					Aged Totals:	$468.75	$468.75	$0.00	$0.00	

Vendor ID: 9886 **Name:** COLUMN SOFTWARE PBC **Class ID:** **FED TAX CLAS:** C CORP

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

	C/79D59202-0349	CRM	9/15/2026		($162.48)	MISPRINT ON ORIGINAL		($162.48)			
	79D59202-0349	INV	9/15/2026	9/15/2026	$162.48	BIDS/PROPOSALS NOTICE		$162.48			
	79D59202-0352	INV	9/16/2026	9/16/2026	$141.12	BIDS/PROPOSALS NOTICE		$141.12			
							Due				
Voucher(s):	3					Aged Totals:	$141.12	$141.12	$0.00	$0.00	$0.00

Vendor ID: 128 **Name:** CONSOLIDATED COMM CORP **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	3027600 9.1.26	INV	9/1/2026	9/1/2026	$60.89	INTERNET SERVICE		$60.89			
							Due				
Voucher(s):	1					Aged Totals:	$60.89	$60.89	$0.00	$0.00	$0.00

Vendor ID: 4514 **Name:** CORDOVA CONSTRUCTION **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	3659	INV	7/7/2026	7/7/2026	$23,384.00	PUBLIC SAFETY CENTER			$23,384.00		
	3717	INV	9/10/2026	9/10/2026	$9,306.00	648 28TH ST W/ CURB STOP		$9,306.00			
							Due				
Voucher(s):	2					Aged Totals:	$32,690.00	$9,306.00	$23,384.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	V66724	INV	9/15/2026	9/15/2026	$2,893.34	SWEETVENT MODUEL 6' FLAN		$2,893.34			
							Due				
Voucher(s):	1					Aged Totals:	$2,893.34	$2,893.34	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	13195	INV	9/3/2026	9/3/2026	$229.00	ANNUAL MAINTENANCE OCT2		$229.00			
							Due				
Voucher(s):	1					Aged Totals:	$229.00	$229.00	$0.00	$0.00	$0.00

Vendor ID: 5548 **Name:** DAKOTA POWER HYDRAULICS **Class ID:** 1099 **FED TAX CLAS:** LLC AS PARTNERSHIP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	4329	INV	9/4/2026	9/4/2026	$1,858.77	IHCP CHROME ROD BUILD/TE		$1,858.77			
							Due				
Voucher(s):	1					Aged Totals:	$1,858.77	$1,858.77	$0.00	$0.00	$0.00

Vendor ID: 162 **Name:** DENNYS ELECTRIC INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	D1534	INV	6/30/2026	6/30/2026	$522.16	LEGACY SQUARE JOURNEYM				$522.16	
	D2238	INV	9/11/2026	9/11/2026	$1,777.60	LEGACY SQUARE GENERATC		$1,777.60			

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City of Dickinson

			Due				
Voucher(s): 2		Aged Totals:	$2,299.76	$1,777.60	$0.00	$522.16	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	SEPT 2026	INV	9/23/2026	9/23/2026	$66,109.35	SEPTEMBER OCCUPANCY TA		$66,109.35			

			Due				
Voucher(s): 1		Aged Totals:	$66,109.35	$66,109.35	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	SEPT 2026	INV	9/17/2026	9/17/2026	$494.10	SEPTEMBER PAYROLL WITHH		$494.10			

			Due				
Voucher(s): 1		Aged Totals:	$494.10	$494.10	$0.00	$0.00	$0.00

Vendor ID: 6661 **Name:** DICKINSON HARDWARE LLC - PINE CREEK PART **Class ID:** **FED TAX CLAS:** C-CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	409156/12	INV	9/14/2026	9/14/2026	$71.96	PICCO MICRO GTA		$71.96			
	409157/12	INV	9/14/2026	9/14/2026	$9.98	NOZZLES		$9.98			
	409177/12	INV	9/15/2026	9/15/2026	$131.96	SUPPLIES		$131.96			
	409280/12	INV	9/22/2026	9/22/2026	$1.41	FASTENER		$1.41			

			Due				
Voucher(s): 4		Aged Totals:	$215.31	$215.31	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	SEPT 2026	INV	9/23/2026	9/23/2026	$32,729.10	SEPTEMBER STATE AID DISTI		$32,729.10			

			Due				
Voucher(s): 1		Aged Totals:	$32,729.10	$32,729.10	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	OCT 2026	INV	9/28/2026	9/28/2026	$2,354.69	OCTOBER MEMBERSHIPS		$2,354.69			

			Due				
Voucher(s): 1		Aged Totals:	$2,354.69	$2,354.69	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	SEPT 2026	INV	9/22/2026	9/22/2026	$4,076.55	STARK COUNTY TAX DISTR/S		$4,076.55			
	HUB SEPT 2026	INV	9/23/2026	9/23/2026	$174,475.00	SEPTEMBER HUB CITY RELIE		$174,475.00			

			Due				
Voucher(s): 2		Aged Totals:	$178,551.55	$178,551.55	$0.00	$0.00	$0.00

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Vendor ID: 1982 **Name:** DIRECTMED **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	42577	INV	9/8/2026	9/8/2026	$203.61	FANNY PACKS		$203.61			
Voucher(s): 1						Aged Totals:	Due $203.61	$203.61	$0.00	$0.00	$0.00

Vendor ID: 190 **Name:** DOMESTIC VIOLENCE & RAPE CENTER **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	JAG Q1 2026	INV	9/14/2026	9/14/2026	$1,828.55	DVRCC/ JAG Q1 2026 SFR		$1,828.55			
	JAG Q2 2026	INV	9/14/2026	9/14/2026	$2,300.60	DVRCC/ JAG Q2 2026 SFR		$2,300.60			
Voucher(s): 2						Aged Totals:	Due $4,129.15	$4,129.15	$0.00	$0.00	$0.00

Vendor ID: 6646 **Name:** DRAGON RESCUE MANAGEMENTR, INC **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	879	INV	9/16/2026	9/16/2026	$13,835.00	EEM TECH CLASS		$13,835.00			
Voucher(s): 1						Aged Totals:	Due $13,835.00	$13,835.00	$0.00	$0.00	$0.00

Vendor ID: 203 **Name:** EAST END AUTO (POLICE) **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	20360	INV	8/27/2026	8/27/2026	$100.00	TOWING/NO PLATE J AMBREC		$100.00			
	20361	INV	8/27/2026	8/27/2026	$100.00	TOWING/PLATE OK OHT 098		$100.00			
	20362	INV	8/27/2026	8/27/2026	$100.00	TOWING/PLATE ND 706 DHN		$100.00			
	20363	INV	8/27/2026	8/27/2026	$100.00	TOWING/NO PLATE S HANSEN		$100.00			
	20370	INV	8/31/2026	8/31/2026	$100.00	TOWING/PLATE SD 19K 440		$100.00			
Voucher(s): 5						Aged Totals:	Due $500.00	$500.00	$0.00	$0.00	$0.00

Vendor ID: 3567 **Name:** EGGERS ELECTRIC MOTOR CO **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	229658	INV	9/4/2026	9/4/2026	$4,234.27	TECO 30HP MOTOR		$4,234.27			
Voucher(s): 1						Aged Totals:	Due $4,234.27	$4,234.27	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	041521	INV	9/29/2026	9/29/2026	$5,028.61	ATV630 TYPE1 460V 50HP		$5,028.61			
Voucher(s): 1						Aged Totals:	Due $5,028.61	$5,028.61	$0.00	$0.00	

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Vendor ID: 6139 **Name:** EMBLEM AUTHORITY **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	47354	INV	9/10/2026	9/10/2026	$370.50	CORPORAL/OFFICER PATCHE		$370.50			
Voucher(s): 1						Aged Totals:	Due $370.50	$370.50	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	AM00061455	INV	9/9/2026	9/9/2026	$21,015.50	BIOXIDE		$21,015.50			
	AM00061464	INV	9/9/2026	9/9/2026	$20,988.00	BIOXIDE		$20,988.00			
	AM00062742	INV	9/15/2026	9/15/2026	$820.00	PUMP TUBE ELEMENTS		$820.00			
	AM00063770	INV	9/21/2026	9/21/2026	$20,827.80	BIOXIDE		$20,827.80			
	AM00064968	INV	9/25/2026	9/25/2026	$624.83	FUEL SURCHARGE/CHEM DEI		$624.83			
Voucher(s): 5						Aged Totals:	Due $64,276.13	$64,276.13	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	206-041555	CRM	9/14/2026		($36.00)	CORE CREDIT		($36.00)			
	206-041547	INV	9/14/2026	9/14/2026	$141.37	MTC BRRF403/ PST Z37-2231		$141.37			
	206-041549	INV	9/14/2026	9/14/2026	$79.99	MTC BRRF403		$79.99			
	206-041677	INV	9/17/2026	9/17/2026	$181.96	UNIT PD09		$181.96			
	206-041678	INV	9/17/2026	9/17/2026	$163.62	MED1, MED2		$163.62			
	206-041699	INV	9/17/2026	9/17/2026	$159.99	UNIT S75		$159.99			
	1-12121823	INV	9/24/2026	9/24/2026	$309.20	SHOCK ABSORBER ASY		$309.20			
Voucher(s): 7						Aged Totals:	Due $1,000.13	$1,000.13	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	NDDIC212091	INV	9/21/2026	9/21/2026	$447.22	FILTER		$447.22			
Voucher(s): 1						Aged Totals:	Due $447.22	$447.22	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	3037753	INV	9/15/2026	9/15/2026	$39.99	BALER BLDG URN KIT LC		$39.99			
	3071704	INV	9/25/2026	9/25/2026	$85.98	MUSEUM/DUAL FLTR, URN RE		$85.98			

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			Due				
Voucher(s):	2	Aged Totals:	$125.97	$125.97	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2945932	INV	8/24/2026	8/24/2026	$968.77	202419 WRF FINAL CLARIFIER		$968.77			
	WI009534	INV	9/2/2026	9/2/2026	$927.00	LF BRZ 3/4 STRT MTR COUP		$927.00			
	0561524	INV	9/4/2026	9/4/2026	$19,654.00	VALVE REPLACEMENT SUPPL		$19,654.00			
	0564231	INV	9/4/2026	9/4/2026	$15,389.82	9.1 PARTS LIST		$15,389.82			
	0564352	INV	9/8/2026	9/8/2026	$480.00	0724 LF 4 FLG DI STRN F/MTR		$480.00			
	0561524-1	INV	9/15/2026	9/15/2026	$7,665.76	VALVE REPLACEMENT SUPPL		$7,665.76			
	0564231-1	INV	9/15/2026	9/15/2026	$3,937.67	9.1 PARTS LIST		$3,937.67			

			Due				
Voucher(s):	7	Aged Totals:	$49,023.02	$49,023.02	$0.00	$0.00	$0.00

Vendor ID: 6106 **Name:** FLOWPOINT ENVIROMENTAL SYSTEMS **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	SU10875	INV	9/4/2026	9/4/2026	$1,095.00	ANNUAL SOFTWARE RENEW/		$1,095.00			

			Due				
Voucher(s):	1	Aged Totals:	$1,095.00	$1,095.00	$0.00	$0.00	$0.00

Vendor ID: 2897 **Name:** FREDERICK, MICHAEL **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	745929	INV	9/29/2026	9/29/2026	$50.00	BILLY & JANE		$50.00			

			Due				
Voucher(s):	1	Aged Totals:	$50.00	$50.00	$0.00	$0.00	$0.00

Vendor ID: 6579 **Name:** GARCIA ERICA **Class ID:** **FED TAX CLAS:** EMPLOYEE REIMBURSE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	JULY 2026	INV	9/25/2026	9/25/2026	$143.55	JULY/NDDOT in BISMARCK		$143.55			
	SEPT 2026	INV	9/25/2026	9/25/2026	$143.55	SEPT/ NDDOT in BISMARCK		$143.55			

			Due				
Voucher(s):	2	Aged Totals:	$287.10	$287.10	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	11555515	INV	9/9/2026	9/9/2026	$32.01	OIL FILTER		$32.01			
	11556915	INV	9/10/2026	9/10/2026	$12.16	WHEEL BOLT		$12.16			
	11558508	INV	9/14/2026	9/14/2026	$512.46	AIR FILTER/BLADE/ WHEEL, S		$512.46			
	11558512	INV	9/14/2026	9/14/2026	$0.54	LOCK NUT		$0.54			

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	11561317	INV	9/17/2026	9/17/2026	$50.58	W30 COMMERCIAL BLADE 54"		$50.58			
Voucher(s): 5						Aged Totals:	Due $607.75	$607.75	$0.00	$0.00	$0.00

Vendor ID: 258 **Name:** HACH COMPANY **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	15167319	INV	9/10/2026	9/10/2026	$793.50	FILTER GLASS FBR/ BUFFER S		$793.50			
Voucher(s): 1						Aged Totals:	Due $793.50	$793.50	$0.00	$0.00	$0.00

Vendor ID: 9724 **Name:** HAWTHORN SUITES by WYNDHAM DICKINSON **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	14646	INV	8/14/2026	8/14/2026	$209.98	TODD PIPES/ 222 AUG 12		$209.98			
	14648	INV	8/14/2026	8/14/2026	$209.98	JORY BERGE/ 420 AUG 12		$209.98			
	14654	INV	8/14/2026	8/14/2026	$209.98	TODD PIPES/ 219 AUG 12		$209.98			
	14655	INV	8/14/2026	8/14/2026	$209.98	TODD PIPES/ 300 AUG 12		$209.98			
	14656	INV	8/14/2026	8/14/2026	$209.98	TODD PIPES/ 301 AUG 12		$209.98			
	14659	INV	8/14/2026	8/14/2026	$209.98	JORY BERGE/ 309 AUG 12		$209.98			
	14661	INV	8/14/2026	8/14/2026	$209.98	JOE PHILLIPS/ 319 AUG 12		$209.98			
	14663	INV	8/14/2026	8/14/2026	$209.98	JOE PHILLIPS/ 321 AUG 12		$209.98			
	14664	INV	8/14/2026	8/14/2026	$209.98	JOE PHILLIPS/ 403 AUG 12		$209.98			
	14665	INV	8/14/2026	8/14/2026	$209.98	JOE PHILLIPS/ 404 AUG 12		$209.98			
	14667	INV	8/14/2026	8/14/2026	$209.98	JOE PHILLIPS/ 408 AUG 12		$209.98			
	14668	INV	8/14/2026	8/14/2026	$209.98	JOE PHILLIPS/ 409 AUG 12		$209.98			
	14669	INV	8/14/2026	8/14/2026	$209.98	JOE PHILLIPS/ 417 AUG 12		$209.98			
Voucher(s): 13						Aged Totals:	Due $2,729.74	$2,729.74	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	34842	INV	9/3/2026	9/3/2026	$487.50	L. CHACON		$487.50			
	34877	INV	9/3/2026	9/3/2026	$450.00	D. HERMES		$450.00			
	34893	INV	9/3/2026	9/3/2026	$300.00	S. KITTSON		$300.00			
	34926	INV	9/3/2026	9/3/2026	$337.50	H. BOATHAI NGUYEN		$337.50			
	34935	INV	9/3/2026	9/3/2026	$262.50	C. RIKARD		$262.50			
	34943	INV	9/3/2026	9/3/2026	$275.00	T. SIME		$275.00			

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	34966	INV	9/3/2026	9/3/2026	$604.50	P. WALGREN		$604.50			
	34967	INV	9/3/2026	9/3/2026	$292.50	T. WENZ		$292.50			
Voucher(s):	8					Aged Totals:	Due $3,009.50	$3,009.50	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	9369	INV	9/7/2026	9/7/2026	$195.00	MOWING/ 3 DATES in AUGUST		$195.00			
Voucher(s):	1					Aged Totals:	Due $195.00	$195.00	$0.00	$0.00	$0.00

Vendor ID: 6613 **Name:** INGRAM LIBRARY SERVICES, LLC **Class ID:** **FED TAX CLAS:** C - CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	99036042	INV	9/3/2026	9/3/2026	$129.45	BOOKS		$129.45			
	99036043	INV	9/3/2026	9/3/2026	$199.29	BOOKS		$199.29			
	99067677	INV	9/4/2026	9/4/2026	$12.08	BOOKS		$12.08			
	99067678	INV	9/4/2026	9/4/2026	$61.09	BOOKS		$61.09			
	99067679	INV	9/4/2026	9/4/2026	$104.57	BOOKS		$104.57			
	99067680	INV	9/4/2026	9/4/2026	$331.91	BOOKS		$331.91			
	99127781	INV	9/8/2026	9/8/2026	$29.02	BOOKS		$29.02			
	99127782	INV	9/8/2026	9/8/2026	$88.03	BOOKS		$88.03			
	99127783	INV	9/8/2026	9/8/2026	$30.83	BOOKS		$30.83			
	99127784	INV	9/8/2026	9/8/2026	$109.87	BOOKS		$109.87			
	99268643	INV	9/14/2026	9/14/2026	$16.89	BOOKS		$16.89			
	99268644	INV	9/14/2026	9/14/2026	$19.88	BOOKS		$19.88			
	99268645	INV	9/14/2026	9/14/2026	$257.41	BOOKS		$257.41			
	99268646	INV	9/14/2026	9/14/2026	$336.49	BOOKS		$336.49			
	99457616	INV	9/21/2026	9/21/2026	$18.18	BOOKS		$18.18			
	99457617	INV	9/21/2026	9/21/2026	$12.22	BOOKS		$12.22			
	99457618	INV	9/21/2026	9/21/2026	$69.82	BOOKS		$69.82			
	99457619	INV	9/21/2026	9/21/2026	$128.94	BOOKS		$128.94			
	99457620	INV	9/21/2026	9/21/2026	$425.20	BOOKS		$425.20			
	99457621	INV	9/21/2026	9/21/2026	$395.36	BOOKS		$395.36			
	99569151	INV	9/24/2026	9/24/2026	$574.73	BOOKS		$574.73			

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	99569152	INV	9/24/2026	9/24/2026	$244.20	BOOKS		$244.20			
	99569153	INV	9/24/2026	9/24/2026	$11.45	BOOKS		$11.45			
	99569154	INV	9/24/2026	9/24/2026	$15.10	BOOKS		$15.10			
							Due				
Voucher(s):	24					Aged Totals:	$3,622.01	$3,622.01	$0.00	$0.00	$0.00

Vendor ID: 5622 **Name:** INTOXIMETERS, INC **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	824767	INV	9/21/2026	9/21/2026	$399.00	SUPPLIES		$399.00			
							Due				
Voucher(s):	1					Aged Totals:	$399.00	$399.00	$0.00	$0.00	$0.00

Vendor ID: 5043 **Name:** JE DUNN CONSTRUCTION CO **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	SEPT 4TH APPLICATI	INV	9/4/2026	9/4/2026	$1,071,477.00	202216 BALER/RECYCLE BLD(		$1,071,477.00			
	26005300002	INV	9/22/2026	9/22/2026	$241,150.00	202320 MUSEUM EXPANSION		$241,150.00			
							Due				
Voucher(s):	2					Aged Totals:	$1,312,627.00	$1,312,627.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	SEPT 18 WITHHOLDII	INV	9/16/2026	9/16/2026	$500.02	CASE ID 45-2023-CV-00722		$500.02			
							Due				
Voucher(s):	1					Aged Totals:	$500.02	$500.02	$0.00	$0.00	$0.00

Vendor ID: 5492 **Name:** JOE'S VIDEO & APPLIANCE **Class ID:** 1099 **FED TAX CLAS:** SOLE PROP/SINGLE LLC

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	6030	INV	8/27/2026	8/27/2026	$220.00	WATER PUMP REPLACEMENT		$220.00			
	6040	INV	9/16/2026	9/16/2026	$199.00	WASHER REPAIR		$199.00			
							Due				
Voucher(s):	2					Aged Totals:	$419.00	$419.00	$0.00	$0.00	$0.00

Vendor ID: 2310 **Name:** JOHNSON CONTROLS FIRE PROTECTION LP **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	CREDIT ON ACCOUN	CRM	8/31/2026		($1,977.12)	CREDIT ON ACCOUNT		($1,977.12)			
	54393005	INV	8/25/2026	8/25/2026	$1,417.23	LABOR FROM 10/17/2025		$1,417.23			
	25636914	INV	9/1/2026	9/1/2026	$720.00	ANNUAL FIRE ALARM SERVIC		$720.00			
							Due				
Voucher(s):	3					Aged Totals:	$160.11	$160.11	$0.00	$0.00	

Vendor ID: 9659 **Name:** JUSTICE CLEARINGHOUSE **Class ID:** **FED TAX CLAS:** LLC-S

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

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	50415	INV	9/23/2026	9/23/2026	$800.00	NACA/LEGGATE		$800.00			
Voucher(s): 1						Aged Totals:	Due $800.00	$800.00	$0.00	$0.00	$0.00

Vendor ID: 6629 **Name:** KAHANALO CONSULTING, LLC **Class ID:** 1099 **FED TAX CLAS:** INDV/SOLE PROPRIETOR

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	JUNE-AUG 2026	INV	9/23/2026	9/23/2026	$2,475.00	JUNE-AUG 2026		$2,475.00			
Voucher(s): 1						Aged Totals:	Due $2,475.00	$2,475.00	$0.00	$0.00	$0.00

Vendor ID: 6545 **Name:** KALLI MARIE HUTCHISON ANDERSON **Class ID:** 1099 **FED TAX CLAS:** PLLC

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	00055	INV	9/9/2026	9/9/2026	$285.00	C. BARNHART		$285.00			
	00056	INV	9/9/2026	9/9/2026	$1,200.00	J. GEORGE		$1,200.00			
	00057	INV	9/9/2026	9/9/2026	$600.00	A. HAMANN		$600.00			
	00058	INV	9/9/2026	9/9/2026	$1,230.00	S. O'CONNOR		$1,230.00			
	00059	INV	9/9/2026	9/9/2026	$675.00	G. OPDAHL		$675.00			
	00060	INV	9/9/2026	9/9/2026	$2,265.00	B. RADEMACHER		$2,265.00			
	00061	INV	9/9/2026	9/9/2026	$780.00	J. SCHMIDT		$780.00			
	00062	INV	9/9/2026	9/9/2026	$1,005.00	D. SEEGER		$1,005.00			
	00063	INV	9/9/2026	9/9/2026	$1,530.00	C. SMITH		$1,530.00			
	00064	INV	9/9/2026	9/9/2026	$1,140.00	P. SOUTHWORTH		$1,140.00			
	00065	INV	9/9/2026	9/9/2026	$450.00	C. WORONIECKI		$450.00			
	00066	INV	9/9/2026	9/9/2026	$1,230.00	F. RODRIGUEZ		$1,230.00			
	00067	INV	9/9/2026	9/9/2026	$495.00	L. EASTGATE		$495.00			
	00068	INV	9/9/2026	9/9/2026	$1,860.00	N. LO		$1,860.00			
Voucher(s): 14						Aged Totals:	Due $14,745.00	$14,745.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	20801	INV	9/10/2026	9/10/2026	$2,136.12	2604-10741 PRO SERVICES - A		$2,136.12			
	21644	INV	9/17/2026	9/17/2026	$9,064.00	202233 I94 WBL NHU-5-094		$9,064.00			
Voucher(s): 2						Aged Totals:	Due $11,200.12	$11,200.12	$0.00	$0.00	

Vendor ID: 331 **Name:** KUNTZ RV & AUTO REPAIR **Class ID:** **FED TAX CLAS:**

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

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	46437	INV	9/9/2026	9/9/2026	$2,945.00	UNIT 9/ PICKUP TOPPER		$2,945.00			
Voucher(s): 1						Aged Totals:	Due $2,945.00	$2,945.00	$0.00	$0.00	$0.00

Vendor ID: 2890 **Name:** L-TRON CORPORATION **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	692120	INV	9/9/2026	9/9/2026	$205.00	THERMAL PAPER		$205.00			
	692129	INV	9/10/2026	9/10/2026	$938.00	DOCKING STATION		$938.00			
Voucher(s): 2						Aged Totals:	Due $1,143.00	$1,143.00	$0.00	$0.00	$0.00

Vendor ID: 6101 **Name:** LANGUAGE LINK **Class ID:** **FED TAX CLAS:** LLC AS P

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	341728	INV	9/1/2026	9/1/2026	$38.25	SERVICES FRENCH/SPANISH		$38.25			
Voucher(s): 1						Aged Totals:	Due $38.25	$38.25	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	289411	INV	8/17/2026	8/17/2026	$164.59	BOOKS		$164.59			
	289466	INV	8/17/2026	8/17/2026	$328.43	BOOKS		$328.43			
Voucher(s): 2						Aged Totals:	Due $493.02	$493.02	$0.00	$0.00	$0.00

Vendor ID: 2519 **Name:** LEXIS NEXIS MATTHEW BENDER **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	50017489	INV	7/16/2026	7/16/2026	$174.61	ND CENTURY CODE 26RV12A			$174.61		
	5026429X	INV	8/17/2026	8/17/2026	$33.43	ND CRT RULES ANNO 7/26 SU		$33.43			
Voucher(s): 2						Aged Totals:	Due $208.04	$33.43	$174.61	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	59057114	INV	9/16/2026	9/16/2026	$832.88	GLOVES		$832.88			
	59072967	INV	9/17/2026	9/17/2026	$91.50	ACETYLENE		$91.50			
	59189457	INV	9/21/2026	9/21/2026	$598.97	OXYGEN MED HIGH PRESSUF		$598.97			
	52367031	INV	9/24/2026	9/24/2026	$23.08	ALUMINUM WELDING RODS		$23.08			
Voucher(s): 4						Aged Totals:	Due $1,546.43	$1,546.43	$0.00	$0.00	

Vendor ID: 6653 **Name:** LOCAL 5150 PROFESSIONAL FIREFIGHTERS OF **Class ID:** **FED TAX CLAS:** EXEMPT CODE 5

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

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	SEPT 2026	INV	9/17/2026	9/17/2026	$1,200.00	SEPTEMBER PAYROLL WITHH		$1,200.00			
Voucher(s): 1						Aged Totals:	Due $1,200.00	$1,200.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	161992	INV	8/14/2026	8/14/2026	$300.00	B PAZOUREK CLOTHING		$300.00			
	162413	INV	9/9/2026	9/9/2026	$96.00	FIELD GEAR/ HEATED VESTS		$96.00			
	162471	INV	9/10/2026	9/10/2026	$59.00	C WOLF CLOTHING		$59.00			
	162482	INV	9/10/2026	9/10/2026	$994.00	DSU FIRE ACADEMY/ INSTRUC		$994.00			
	162579	INV	9/15/2026	9/15/2026	$293.00	D SCHMIDT CLOTHING		$293.00			
	162699	INV	9/18/2026	9/18/2026	$508.00	EMT STUDENT TSHIRTS		$508.00			
	162750	INV	9/21/2026	9/21/2026	$18.00	UNIFORM		$18.00			
	162763	INV	9/22/2026	9/22/2026	$50.00	LOGO/DISPATCH TABLECLOT		$50.00			
	162871	INV	9/25/2026	9/25/2026	$88.00	CLOTHING ALLOWANCE		$88.00			
	162872	INV	9/25/2026	9/25/2026	$108.00	CLOTHING ALLOWANCE		$108.00			
	162879	INV	9/25/2026	9/25/2026	$150.00	CLOTHING ALLOWANCE/ IT		$150.00			
	162885	INV	9/25/2026	9/25/2026	$138.00	CLOTHING ALLOWANCE		$138.00			
	162908	INV	9/28/2026	9/28/2026	$146.00	CLOTHING ALLOWANCE		$146.00			
	162910	INV	9/28/2026	9/28/2026	$148.00	CLOTHING ALLOWANCE		$148.00			
	162915	INV	9/28/2026	9/28/2026	$124.00	UNIFORM/EMBLEM SHANNA		$124.00			
Voucher(s): 15						Aged Totals:	Due $3,220.00	$3,220.00	$0.00	$0.00	$0.00

Vendor ID: 4343 **Name:** M&T FIRE AND SAFETY **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	16975	INV	9/25/2026	9/25/2026	$110.00	ENG 2/LT HAND DRAWER SLII		$110.00			
Voucher(s): 1						Aged Totals:	Due $110.00	$110.00	$0.00	$0.00	$0.00

Vendor ID: 6192 **Name:** MAC'S HARDWARE **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	830989/D	INV	9/24/2026	9/24/2026	$7.28	FLATWASHERS		$7.28			
Voucher(s): 1						Aged Totals:	Due $7.28	$7.28	$0.00	$0.00	

Vendor ID: 5529 **Name:** MAGUIRE IRON **Class ID:** **FED TAX CLAS:**

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

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	8/28/2026	INV	9/3/2026	9/3/2026	$141,500.00	202512 EAST WATER TANK C(		$141,500.00			
Voucher(s): 1						Aged Totals:	Due $141,500.00	$141,500.00	$0.00	$0.00	$0.00

Vendor ID: 5715 **Name:** MARTIN'S WELDING & REFRIGERATION INC **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	14280	INV	9/3/2026	9/3/2026	$235.00	FCU #18 SERVICE WORK		$235.00			
	14307	INV	9/9/2026	9/9/2026	$1,008.00	RECOVERED UNITS/ BALER B		$1,008.00			
	14316	INV	9/14/2026	9/14/2026	$2,068.94	HRU 3 and HRU 4 MOTORS		$2,068.94			
	14378	INV	9/24/2026	9/24/2026	$170.00	ICE MACHINE REPAIR		$170.00			
Voucher(s): 4						Aged Totals:	Due $3,481.94	$3,481.94	$0.00	$0.00	$0.00

Vendor ID: 5832 **Name:** MATTHEW BENDER & CO INC. **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	50264281	INV	8/17/2026	8/17/2026	$33.43	ND CRT RULES ANNO 8/26 SU		$33.43			
Voucher(s): 1						Aged Totals:	Due $33.43	$33.43	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	84525	INV	9/3/2026	9/3/2026	$28.14	SUPPLIES		$28.14			
	84551	INV	9/4/2026	9/4/2026	$65.96	1' FIP BRASS TEE		$65.96			
	84693	INV	9/7/2026	9/7/2026	$59.46	TOW STRAP/ EAR MUFFS		$59.46			
	84763	INV	9/9/2026	9/9/2026	$11.97	GE PAINTERS QK DRY		$11.97			
	84823	INV	9/10/2026	9/10/2026	$17.97	3/4 VACUUM BREAKER		$17.97			
	84962	INV	9/14/2026	9/14/2026	$12.10	SUPPLIES		$12.10			
	84975	INV	9/14/2026	9/14/2026	$71.76	BLEACH AND VINEGAR		$71.76			
	84857	INV	9/15/2026	9/15/2026	$34.44	TOWELS, KLEENEX and FEBR		$34.44			
	84979	INV	9/16/2026	9/16/2026	$235.67	RV ANTIFREEZE/ 84 SPRING V		$235.67			
	84764	INV	9/17/2026	9/17/2026	$111.78	WHITE LITH GR/ SILICONE SP		$111.78			
	85085	INV	9/17/2026	9/17/2026	$1,183.62	SOAP, WATER and ANTIFREE:		$1,183.62			
	85118	INV	9/17/2026	9/17/2026	$65.56	PLUMBING SUPPLIES		$65.56			
	85168	INV	9/18/2026	9/18/2026	$117.56	SUPPLIES		$117.56			
	85293	INV	9/21/2026	9/21/2026	$335.16	SUPPLIES		$335.16			
	85322	INV	9/22/2026	9/22/2026	$62.85	SUPPLIES		$62.85			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	85349	INV	9/22/2026	9/22/2026	$91.32	SUPPLIES		$91.32			
	85370	INV	9/23/2026	9/23/2026	$69.99	SUPPLIES		$69.99			
	85417	INV	9/24/2026	9/24/2026	$15.98	SUPPLIES		$15.98			
	85476	INV	9/25/2026	9/25/2026	$188.33	SUPPLIES/PALEO		$188.33			
Voucher(s): 19						Aged Totals:	Due $2,779.62	$2,779.62	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	22267580115795	INV	9/4/2026	9/4/2026	$95.65	DATA and SERVICES		$95.65			
Voucher(s): 1						Aged Totals:	Due $95.65	$95.65	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	102177	INV	8/24/2026	8/24/2026	$255.08	RPM SENSOR REPLACEMENT		$255.08			
	102323	INV	9/10/2026	9/10/2026	$215.87	BALER BLDG/ ROLL PIN REPL.		$215.87			
	102427	INV	9/18/2026	9/18/2026	$221.94	WALL BUTTON		$221.94			
Voucher(s): 3						Aged Totals:	Due $692.89	$692.89	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	509372467	INV	9/3/2026	9/3/2026	$167.94	VIDEOS		$167.94			
	509372469	INV	9/3/2026	9/3/2026	$126.70	VIDEOS		$126.70			
	509398596	INV	9/10/2026	9/10/2026	$82.47	VIDEOS		$82.47			
	509398598	INV	9/10/2026	9/10/2026	$90.71	VIDEOS		$90.71			
	509432524	INV	9/17/2026	9/17/2026	$140.20	MULTIPLE BLU/DVD		$140.20			
	509432526	INV	9/17/2026	9/17/2026	$30.74	DVD/ LANDMAN SEASON 2		$30.74			
Voucher(s): 6						Aged Totals:	Due $638.76	$638.76	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1357474	INV	5/13/2026	5/13/2026	$13,285.00	TESTING SUPPLIES					$13,285.00
	1369293	INV	7/29/2026	7/29/2026	$915.00	TESTING SUPPLIES			$915.00		
	1376319	INV	9/14/2026	9/14/2026	$213.36	TESTING SUPPLIES		$213.36			
	1376768	INV	9/16/2026	9/16/2026	$311.92	TESTING SUPPLIES		$311.92			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	1376847	INV	9/17/2026	9/17/2026	$141.31	TESTING		$141.31			
	1376848	INV	9/17/2026	9/17/2026	$57.00	TESTING		$57.00			
	1376851	INV	9/17/2026	9/17/2026	$155.31	TESTING		$155.31			
	1377159	INV	9/18/2026	9/18/2026	$57.00	TESTING		$57.00			
	1377857	INV	9/23/2026	9/23/2026	$155.31	TESTING		$155.31			
	1377862	INV	9/23/2026	9/23/2026	$311.92	TESTING		$311.92			
							Due				
Voucher(s):	10					Aged Totals:	$15,603.13	$1,403.13	$915.00	$0.00	$13,285.00

Vendor ID: 9854 **Name:** MODERN MARKETING **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	MMI170641	INV	9/21/2026	9/21/2026	$537.44	TRILOGY HIGHLIGHTER STYLI		$537.44			
							Due				
Voucher(s):	1					Aged Totals:	$537.44	$537.44	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	578 063 0720 3	INV	8/31/2026	8/31/2026	$12.01	222 2ND ST W		$12.01			
	236 829 4289 3	INV	9/2/2026	9/2/2026	$44.39	1150 STATE AVE		$44.39			
	411 633 3532 0	INV	9/2/2026	9/2/2026	$129.07	1340 1/2 W VILLARD ST		$129.07			
	115 654 8615 3	INV	9/4/2026	9/4/2026	$144.07	1685 1/2 W 19TH ST		$144.07			
	192 439 3720 8	INV	9/4/2026	9/4/2026	$60.14	1791 21ST ST E		$60.14			
	824 718 6909 7	INV	9/4/2026	9/4/2026	$37.40	676 12TH ST W CITY OWNED S		$37.40			
	849 981 1089 8	INV	9/6/2026	9/6/2026	$16.99	1851 15TH ST W		$16.99			
	006 522 1000 6	INV	9/10/2026	9/10/2026	$89.71	WATER VENDOR 620 W BROA		$89.71			
	080 727 4399 3	INV	9/10/2026	9/10/2026	$76.13	481 1/2 RIVER DR		$76.13			
	163 633 4305 0	INV	9/10/2026	9/10/2026	$229.50	LS 1 500 E BROADWAY (GEN)		$229.50			
	365 814 2853 3	INV	9/10/2026	9/10/2026	$29.04	11470 HIGHWAY 10		$29.04			
	528 381 4575 4	INV	9/10/2026	9/10/2026	$225.95	615 W BROADWAY		$225.95			
	582 795 8573 9	INV	9/10/2026	9/10/2026	$50.24	LS2 101 3RD ST SE (GEN)		$50.24			
	635 196 7238 8	INV	9/10/2026	9/10/2026	$51.25	LS 7 820 W BROADWAY (GEN)		$51.25			
	875 998 9686 4	INV	9/10/2026	9/10/2026	$183.55	625 W BROADWAY (GEN)		$183.55			
	946 088 8119 2	INV	9/10/2026	9/10/2026	$192.50	811 W BROADWAY BLG B		$192.50			
	385 084 3064 2	INV	9/11/2026	9/11/2026	$22.64	150 8TH ST SW		$22.64			

824 736 7240 8	INV	9/11/2026	9/11/2026	$68.00	50 6TH ST SW	$68.00
024 722 1000 0	INV	9/14/2026	9/14/2026	$238.20	GRIT CHAMBER 901 LIVESTO	$238.20
253 968 2546 2	INV	9/14/2026	9/14/2026	$4,078.54	485 10TH AVE SE	$4,078.54
254 588 3855 1	INV	9/14/2026	9/14/2026	$26,122.71	10816 38TH ST SW	$26,122.71
585 822 1000 9	INV	9/14/2026	9/14/2026	$341.69	1795 E VILLARD ST	$341.69
634 715 6883 0	INV	9/14/2026	9/14/2026	$77.08	466 1/2 SE 8TH ST	$77.08
690 913 1000 8	INV	9/14/2026	9/14/2026	$64.47	1591 SW 8TH ST	$64.47
860 043 1000 8	INV	9/14/2026	9/14/2026	$47.19	611 6TH AVE SE	$47.19
913 822 1000 2	INV	9/14/2026	9/14/2026	$227.34	6 LIFT STAT	$227.34
960 043 1000 7 0626	INV	9/14/2026	9/14/2026	$44.66	SW 8TH ST	$44.66
149 822 1000 8	INV	9/15/2026	9/15/2026	$1,051.81	615 W BROADWAY ST WHITE	$1,051.81
131 032 1000 4	INV	9/16/2026	9/16/2026	$131.87	4TH AVE E TANK 601 4TH AVE	$131.87
190 502 4626 3	INV	9/16/2026	9/16/2026	$118.80	3411 PUBLIC WORKS BLVD	$118.80
25370770718	INV	9/16/2026	9/16/2026	$65.19	981 E VILLARD ST FEET #1	$65.19
264 295 4416 1	INV	9/16/2026	9/16/2026	$143.43	498 1/2 W VILLARD ST	$143.43
292 514 6934 1	INV	9/16/2026	9/16/2026	$164.38	38 W 1ST ST GEN	$164.38
310 672 9512 6	INV	9/16/2026	9/16/2026	$113.84	801 1/2 E VILLARD ST	$113.84
322 208 1900 0	INV	9/16/2026	9/16/2026	$72.88	51 6TH ST E	$72.88
325 323 1000 3	INV	9/16/2026	9/16/2026	$103.12	3389 ENERGY CENTER DR	$103.12
355 032 1000 3	INV	9/16/2026	9/16/2026	$994.09	MG TANK 450 10TH AV E GAS/	$994.09
369 922 1000 9	INV	9/16/2026	9/16/2026	$338.83	E 8TH AVE EAST	$338.83
421 922 1000 5	INV	9/16/2026	9/16/2026	$46.41	E VILLARD ST CROSSWALK LI	$46.41
423 887 3732 4	INV	9/16/2026	9/16/2026	$76.66	298 1/2 W VILLARD ST	$76.66
482 775 9172 2	INV	9/16/2026	9/16/2026	$60.28	3405 PUBLIC WORKS BLVD	$60.28
497 240 6791 0	INV	9/16/2026	9/16/2026	$5.28	22 1/2 E 3RD ST	$5.28
505 039 8216 2	INV	9/16/2026	9/16/2026	$276.51	1788 I94 BUSINESS LOOP E	$276.51
513 939 3150 9	INV	9/16/2026	9/16/2026	$77.94	11 1/2 4TH AVE E	$77.94
516 822 1000 3	INV	9/16/2026	9/16/2026	$1,112.42	25 2ND AVE W	$1,112.42
582 020 9108 6	INV	9/16/2026	9/16/2026	$117.11	104 1/2 W VILLARD ST	$117.11
677 822 1000 8	INV	9/16/2026	9/16/2026	$73.35	SIMS ST DOWNTOWN PARK	$73.35

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

681 038 0090 7	INV	9/16/2026	9/16/2026	$120.46	3405 PUBLIC WORKS BLVD (G	$120.46
717 360 0325 3	INV	9/16/2026	9/16/2026	$31.93	3411 PUBLIC WORKS BLVD BF	$31.93
728 198 3772 4	INV	9/16/2026	9/16/2026	$130.40	950 1/2 W VILLARD ST	$130.40
773 690 7663 1	INV	9/16/2026	9/16/2026	$600.25	122 1ST AVE W DKN TOWN SC	$600.25
829 968 3952 6	INV	9/16/2026	9/16/2026	$3,455.87	38 1ST ST W	$3,455.87
944 610 0636 6	INV	9/16/2026	9/16/2026	$136.58	991 E VILLARD ST FEED #2	$136.58
947 822 1000 2	INV	9/16/2026	9/16/2026	$69.52	SIMS ST TRAFFIC LIGHT	$69.52
95529300519	INV	9/16/2026	9/16/2026	$76.17	28 1/2 2ND AVE E	$76.17
995 822 1000 3	INV	9/16/2026	9/16/2026	$7.96	233 W VILLARD ST	$7.96
049 822 1000 9	INV	9/18/2026	9/18/2026	$17,174.67	615 W BROADWAY ST	$17,174.67
809 037 1038 4	INV	9/18/2026	9/18/2026	$15.47	615 W BROADWAY ST LEGAC	$15.47
069 243 1000 3	INV	9/22/2026	9/22/2026	$151.75	229 E MUSEUM DR	$151.75
120 132 1000 5	INV	9/22/2026	9/22/2026	$44.12	E 10TH ST	$44.12
198 874 5490 8	INV	9/22/2026	9/22/2026	$78.75	2884 FAIRWAY ST	$78.75
256 583 1000 5	INV	9/22/2026	9/22/2026	$110.66	2601STATES BLVD	$110.66
260 043 1000 4	INV	9/22/2026	9/22/2026	$49.74	2006 FAIRWAY ST	$49.74
274 132 1000 9	INV	9/22/2026	9/22/2026	$117.29	200 E MUSEUM DR	$117.29
284 132 1000 7	INV	9/22/2026	9/22/2026	$164.88	W 12TH ST	$164.88
298 563 1000 7	INV	9/22/2026	9/22/2026	$130.64	611 10TH AVE E	$130.64
355 385 9848 9	INV	9/22/2026	9/22/2026	$62.03	1075 SIMS ST STREET LIGHTS	$62.03
418 924-5504-3	INV	9/22/2026	9/22/2026	$238.27	LS 20 1820 YELLOWSTONE CI	$238.27
450 192 3267 2	INV	9/22/2026	9/22/2026	$70.54	2004 1/1 YELLOWSTONE CIR	$70.54
474 132 1000 7	INV	9/22/2026	9/22/2026	$312.07	188 E MUSEUM DR APT A	$312.07
529 279 6569 0	INV	9/22/2026	9/22/2026	$79.82	977 21ST ST E	$79.82
552 540 4769 6	INV	9/22/2026	9/22/2026	$37.04	1820 1/2 YELLOWSTONE CR	$37.04
574 132 1000 6	INV	9/22/2026	9/22/2026	$131.68	188 MUSEUM DR E	$131.68
597 333 1000 3	INV	9/22/2026	9/22/2026	$150.62	2001 FAIRWAY ST	$150.62
612 823 1000 4	INV	9/22/2026	9/22/2026	$43.99	209 E MUSUEM DR POST PAR	$43.99
619 465 9166 8	INV	9/22/2026	9/22/2026	$185.59	801 STATE AV	$185.59
640 322 1000 3	INV	9/22/2026	9/22/2026	$50.05	W VILLARD ST	$50.05

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	674 132 1000 5	INV	9/22/2026	9/22/2026	$413.07	46 W MUSEUM DR		$413.07			
	755 153 1000 3	INV	9/22/2026	9/22/2026	$163.29	2171 EMPIRE RD		$163.29			
	755 573 1000 2	INV	9/22/2026	9/22/2026	$173.88	2433 1/2 4TH ST W		$173.88			
	800 132 1000 2	INV	9/22/2026	9/22/2026	$46.90	E 10TH ST FIRE SIREN CEME		$46.90			
	802 463 1000 9	INV	9/22/2026	9/22/2026	$308.14	2693 FAIRWAY ST		$308.14			
	855 153 1000 2	INV	9/22/2026	9/22/2026	$89.88	451 23RD AVE E		$89.88			
	900 132 1000 1	INV	9/22/2026	9/22/2026	$40.76	E 10TH ST CEMETARY		$40.76			
	968 373 1000 0	INV	9/22/2026	9/22/2026	$530.70	LS 18 1071 SIMS (GAS/ELEC)		$530.70			
	179 575 1883 4	INV	9/23/2026	9/23/2026	$97.51	188 E MUSEUM DR APT B		$97.51			
							Due				
Voucher(s):	86					Aged Totals:	$63,941.60	$63,941.60	$0.00	$0.00	$0.00

Vendor ID: 9868 **Name:** MOORE ENGINEERING, INC **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	SIN012002	INV	9/3/2026	9/3/2026	$3,716.25	202414 MILL & OVERLAY		$3,716.25			
	SIN012068	INV	9/3/2026	9/3/2026	$38,508.75	202423 SANITARY SEWER MA		$38,508.75			
							Due				
Voucher(s):	2					Aged Totals:	$42,225.00	$42,225.00	$0.00	$0.00	$0.00

Vendor ID: 1844 **Name:** MOTION INDUSTRIES INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	ND5500644594	INV	9/16/2026	9/16/2026	$81.08	OIL SEALS GREY NITRILE		$81.08			
							Due				
Voucher(s):	1					Aged Totals:	$81.08	$81.08	$0.00	$0.00	$0.00

Vendor ID: 5040 **Name:** MTI DISTRIBUTING INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1538977-00	INV	9/3/2026	9/3/2026	$308.84	BLADE 25X5/8 RH S HIG IFT		$308.84			
	1539022-00	INV	9/3/2026	9/3/2026	$90.36	BLADE 25/5/8 RH S HIG IFT		$90.36			
							Due				
Voucher(s):	2					Aged Totals:	$399.20	$399.20	$0.00	$0.00	$0.00

Vendor ID: 6254 **Name:** ND DEPT OF ENVIROMENTAL QUALITY **Class ID:** **FED TAX CLAS:** STATE GOVERNMENT

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	OPCERT-5698	INV	9/18/2026	9/18/2026	$50.00	ZAYN/ ND OPERATOR EXAM F		$50.00			
							Due				
Voucher(s):	1					Aged Totals:	$50.00	$50.00	$0.00	$0.00	

Vendor ID: 424 **Name:** ND LEAGUE OF CITIES **Class ID:** **FED TAX CLAS:**

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

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	15710	INV	9/21/2026	9/21/2026	$650.00	2026 CONF/ BAER and FRIDRI(		$650.00			
Voucher(s): 1						Aged Totals:	Due $650.00	$650.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	JUNE 18 - SEPT 9	INV	9/10/2026	9/10/2026	$1,000.50	PAYMENT 25/ PREPARATOR		$1,000.50			
Voucher(s): 1						Aged Totals:	Due $1,000.50	$1,000.50	$0.00	$0.00	$0.00

Vendor ID: 5186 **Name:** NELSON, DEE ANN **Class ID:** **FED TAX CLAS:** EMPLOYEE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	JURY DUTY MILES	INV	9/14/2026	9/14/2026	$31.89	JURY DUTY/MILEAGE REIMBU		$31.89			
Voucher(s): 1						Aged Totals:	Due $31.89	$31.89	$0.00	$0.00	$0.00

Vendor ID: 9891 **Name:** NIGHTLIFE SOUND AND LIGHTING **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	DICKINSO00014	INV	9/8/2026	9/8/2026	$4,000.00	LIGHTING/AUDIO EVERCLEAR		$4,000.00			
Voucher(s): 1						Aged Totals:	Due $4,000.00	$4,000.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	36580	INV	9/17/2026	9/17/2026	$387.45	STELLAR CRANE/CABLE		$387.45			
Voucher(s): 1						Aged Totals:	Due $387.45	$387.45	$0.00	$0.00	$0.00

Vendor ID: 6701 **Name:** NORTHERN PLAINS ENGINEERING **Class ID:** **FED TAX CLAS:** S-CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	3838	INV	9/24/2026	9/24/2026	$2,550.00	202320 MUSEUM EXPANSION		$2,550.00			
	3839	INV	9/24/2026	9/24/2026	$22,785.00	202605 2026 UTLITY & STREET		$22,785.00			
Voucher(s): 2						Aged Totals:	Due $25,335.00	$25,335.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2296259	CRM	9/24/2026		($39.96)	PASSENGER TIRE DISPOSAL		($39.96)			
	15183623	INV	9/8/2026	9/8/2026	$594.98	UNIT S18/ALIGNMENT		$594.98			
	15183709	INV	9/10/2026	9/10/2026	$283.30	UNIT TOWER 2/ TIRE ROTATE		$283.30			
	19066338	INV	9/10/2026	9/10/2026	$42.45	BLDG&GRNDS/ TIRE REPAIR		$42.45			
	19066366	INV	9/12/2026	9/12/2026	$42.45	2014 F150 006BVA/ FLAT REP/		$42.45			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	15183787	INV	9/14/2026	9/14/2026	$228.86	UNIT R7/ FLAT REPAIR		$228.86			
	2296248	INV	9/24/2026	9/24/2026	$721.91	SERVICE		$721.91			
Voucher(s): 7						Aged Totals:	Due $1,873.99	$1,873.99	$0.00	$0.00	$0.00

Vendor ID: 4400 **Name:** NOVA FIRE PROTECTION INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	26-70-14637 #1	INV	9/23/2026	9/23/2026	$12,495.00	FIRE SYSTEM REPLACEMENT		$12,495.00			
Voucher(s): 1						Aged Totals:	Due $12,495.00	$12,495.00	$0.00	$0.00	$0.00

Vendor ID: 6093 **Name:** NUTRIEN AG SOLUTIONS, INC **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	33572706	INV	9/15/2026	9/15/2026	$1,307.00	PLATOON/MAKAZE		$1,307.00			
Voucher(s): 1						Aged Totals:	Due $1,307.00	$1,307.00	$0.00	$0.00	$0.00

Vendor ID: 3390 **Name:** O'REILLY AUTO PARTS **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1865-485658	INV	9/23/2026	9/23/2026	$279.92	BATTERY		$279.92			
Voucher(s): 1						Aged Totals:	Due $279.92	$279.92	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	24-9308	INV	9/9/2026	9/9/2026	$35.00	UNIT S6/ FLAT REPAIR		$35.00			
	24-9325	INV	9/10/2026	9/10/2026	$15.00	INSTALL TPMS SENSOR		$15.00			
	24-9435	INV	9/21/2026	9/21/2026	$233.88	W-SHOP		$233.88			
Voucher(s): 3						Aged Totals:	Due $283.88	$283.88	$0.00	$0.00	$0.00

Vendor ID: 2131 **Name:** OLYMPIC SALES INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	16937	INV	9/22/2026	9/22/2026	$514.99	ASL PACK CYL SEAL KIT		$514.99			
	16942	INV	9/22/2026	9/22/2026	$863.09	ASL PACK CYL SEAL KIT		$863.09			
	16949	INV	9/25/2026	9/25/2026	$622.08	HYDRALIC FILTER/ CONNECT		$622.08			
Voucher(s): 3						Aged Totals:	Due $2,000.16	$2,000.16	$0.00	$0.00	$0.00

Vendor ID: 4099 **Name:** OVERDRIVE INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	H-0123970	INV	7/1/2026	7/1/2026	$4,000.00	JULY2026-JUNE2026 PARTIC F				$4,000.00	

	02139CO26302506	INV	9/2/2026	9/2/2026	$201.37	EBOOKS		$201.37			
	02139CO26302515	INV	9/2/2026	9/2/2026	$278.72	AUDIOBOOKS		$278.72			
Voucher(s): 3						Aged Totals:	Due $4,480.09	$480.09	$0.00	$4,000.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	INV-4680	INV	9/21/2026	9/21/2026	$659.71	APPARTUS MAINTENANCE		$659.71			
	INV-4681	INV	9/21/2026	9/21/2026	$659.72	APPARATUS MAINTENANCE		$659.72			
	INV-4682	INV	9/21/2026	9/21/2026	$661.49	APPARATUS MAINTENANCE		$661.49			
	INV-4693	INV	9/21/2026	9/21/2026	$1,490.55	APPARATUS MAINTENANCE		$1,490.55			
Voucher(s): 4						Aged Totals:	Due $3,471.47	$3,471.47	$0.00	$0.00	$0.00

Vendor ID: 6690 **Name:** PENN CARE, INC. **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	M180062	INV	9/3/2026	9/3/2026	$1,135.43	SUPPLIES		$1,135.43			
	M180869	INV	9/14/2026	9/14/2026	$790.50	GLOVES		$790.50			
	M180869.01	INV	9/15/2026	9/15/2026	$139.50	GLOVES		$139.50			
Voucher(s): 3						Aged Totals:	Due $2,065.43	$2,065.43	$0.00	$0.00	$0.00

Vendor ID: 4145 **Name:** PNC EQUIPMENT FINANCE **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2621534	INV	9/17/2026	9/17/2026	$174,583.94	FIRE TRUCK LEASE OCT16-N(		$174,583.94			
Voucher(s): 1						Aged Totals:	Due $174,583.94	$174,583.94	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	125771	CRM	9/9/2026		($8.00)	CORE DEPOSIT		($8.00)			
	125579	INV	9/8/2026	9/8/2026	$15.98	PARTS		$15.98			
	125858	INV	9/10/2026	9/10/2026	$101.95	PARTS		$101.95			
	126563	INV	9/15/2026	9/15/2026	$35.94	SS HOLD DOWN NUTS		$35.94			
	127162	INV	9/21/2026	9/21/2026	$752.00	2.5 DEF		$752.00			
	127250	INV	9/22/2026	9/22/2026	$188.76	OIL/CABIN FILTERS		$188.76			
	128048	INV	9/28/2026	9/28/2026	$132.86	SUPPLIES		$132.86			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

			Due				
Voucher(s): 7	Aged Totals:	$1,219.49	$1,219.49	$0.00	$0.00	$0.00

Vendor ID: 6711 **Name:** PRAIRIE SCALE SYSTEMS, INC **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	JW-101821	INV	8/22/2026	8/22/2026	$150.00	REMOTE DISPLAY RENTAL		$150.00			

			Due				
Voucher(s): 1	Aged Totals:	$150.00	$150.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	00433840	INV	9/15/2026	9/15/2026	$28.88	ALKOTA OIL/ TAPE2X100CW		$28.88			
	00433853	INV	9/15/2026	9/15/2026	$72.88	PRESSURE WASHER		$72.88			
	00434058	INV	9/21/2026	9/21/2026	$48.92	BALL VALVE, ADP, UNION		$48.92			
	00434069	INV	9/21/2026	9/21/2026	$532.48	PW REPAIR/UNLOADER		$532.48			
	00434129	INV	9/23/2026	9/23/2026	$102.86	UNIT S12		$102.86			
	00434171	INV	9/24/2026	9/24/2026	$16.61	SUPPLIES		$16.61			
	00434268	INV	9/28/2026	9/28/2026	$438.82	SPRAYER PUMP REPAIR		$438.82			
	00434287	INV	9/28/2026	9/28/2026	$139.76	SUPPLIES		$139.76			

			Due				
Voucher(s): 8	Aged Totals:	$1,381.21	$1,381.21	$0.00	$0.00	$0.00

Vendor ID: 6012 **Name:** QUADIENT - POSTAGE FUNDING **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	8055 0100 091426	INV	9/14/2026	9/14/2026	$2,000.00	POSTAGE		$2,000.00			

			Due				
Voucher(s): 1	Aged Totals:	$2,000.00	$2,000.00	$0.00	$0.00	$0.00

Vendor ID: 6012A **Name:** QUADIENT LEASING **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	Q2524479	INV	9/8/2026	9/8/2026	$331.66	LEASE# N23092711/ OCT26-JA		$331.66			

			Due				
Voucher(s): 1	Aged Totals:	$331.66	$331.66	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	PC-32526	INV	9/3/2026	9/3/2026	$132.00	BUSINESS CARDS		$132.00			
	PC-32625	INV	9/9/2026	9/9/2026	$40.00	BUSINESS CARDS/FRIDRICH		$40.00			
	PC-32776	INV	9/18/2026	9/18/2026	$195.00	DSU EMS STICKERS		$195.00			
	PC-32778	INV	9/21/2026	9/21/2026	$240.00	ACCOUNTABILTY TAGS		$240.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	PC-32777	INV	9/22/2026	9/22/2026	$50.00	DFD LOGO 24x22 SILVER VINY		$50.00			
	PC-32866	INV	9/24/2026	9/24/2026	$55.00	CERT OF APPRECIATION		$55.00			
	PC-32825	INV	9/25/2026	9/25/2026	$195.00	DSU FIRE SCIENCE STICKERS		$195.00			
							Due				
Voucher(s):	7					Aged Totals:	$907.00	$907.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	18148	INV	9/17/2026	9/17/2026	$80.00	MOUSE BAIT		$80.00			
							Due				
Voucher(s):	1					Aged Totals:	$80.00	$80.00	$0.00	$0.00	$0.00

Vendor ID: 5915 **Name:** RED ROCK FORD OF DICKINSON **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	5111280	INV	9/10/2026	9/10/2026	$56.40	WINDOW SWITCH		$56.40			
	5111795	INV	9/24/2026	9/24/2026	$211.96	SUPPLIES		$211.96			
							Due				
Voucher(s):	2					Aged Totals:	$268.36	$268.36	$0.00	$0.00	$0.00

Vendor ID: 481 **Name:** REITER WELDING INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	15794	INV	6/2/2026	6/2/2026	$1,276.75	TRASH COMPACTOR REPAIR					$1,276.75
							Due				
Voucher(s):	1					Aged Totals:	$1,276.75	$0.00	$0.00	$0.00	$1,276.75

Vendor ID: 4955 **Name:** RLK ENTERPRISES **Class ID:** 1099 **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	5138	INV	6/30/2026	6/30/2026	$17,473.00	PS CENTER/FIRE LINE BREAK				$17,473.00	
							Due				
Voucher(s):	1					Aged Totals:	$17,473.00	$0.00	$0.00	$17,473.00	$0.00

Vendor ID: 5462 **Name:** RON'S RURAL BACKHOE SERVICES **Class ID:** 1099 **FED TAX CLAS:** SOLE PROP/SINGLE LLC

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	797169	INV	9/3/2026	9/3/2026	$8,600.00	REBURIALS AUGUST 2026		$8,600.00			
	797171A	INV	9/21/2026	9/21/2026	$16,350.00	AUGUST 2026 REBURIALS		$16,350.00			
							Due				
Voucher(s):	2					Aged Totals:	$24,950.00	$24,950.00	$0.00	$0.00	$0.00

Vendor ID: 6436 **Name:** RUGGED DEPOT **Class ID:** **FED TAX CLAS:** LLC-P

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and
	93925	INV	9/15/2026	9/15/2026	$3,800.75	BSKU, WIN11 PRO, INTEL COF		$3,800.75			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

		Due				
Voucher(s): 1	Aged Totals:	$3,800.75	$3,800.75	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	8655761	INV	9/1/2026	9/1/2026	$89.98	TOOL BOX		$89.98			
	8656451	INV	9/2/2026	9/2/2026	$28.72	SCREWDRIVER 6PC SET		$28.72			
	8658012	INV	9/4/2026	9/4/2026	$25.98	BRASS BUSHING PIPE		$25.98			
	8661856	INV	9/9/2026	9/9/2026	$23.99	HLX WRENCH BALL END		$23.99			
	8662811	INV	9/10/2026	9/10/2026	$6.99	GLOVES		$6.99			
	8663329	INV	9/11/2026	9/11/2026	$419.99	IMPACT WRENCH/EXT SET		$419.99			
	8663431	INV	9/11/2026	9/11/2026	$35.98	9V BATTERIES		$35.98			
	8666359	INV	9/15/2026	9/15/2026	$179.99	UTILITY PUMP		$179.99			
	8666535	INV	9/15/2026	9/15/2026	$1,953.30	BLAZERBRASS 9MM 115GR		$1,953.30			
	8666595	INV	9/15/2026	9/15/2026	$289.45	SUPPLIES		$289.45			
	8667529	INV	9/16/2026	9/16/2026	$15.96	DISHSOAP		$15.96			
	8668362	INV	9/17/2026	9/17/2026	$53.88	OIL HARVEST KING		$53.88			
	8671034	INV	9/21/2026	9/21/2026	$31.74	SUPPLIES		$31.74			
	8673534	INV	9/24/2026	9/24/2026	$44.49	BOLTS		$44.49			

		Due				
Voucher(s): 14	Aged Totals:	$3,200.44	$3,200.44	$0.00	$0.00	$0.00

Vendor ID: 4512 **Name:** SANFORD HEALTH OCCUPATIONAL MEDICINE D **Class ID:** 1099 **FED TAX CLAS:** MEDICAL

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	927640	INV	8/21/2026	8/21/2026	$325.00	HS FA CPR AED		$325.00			

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

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	71391	INV	8/31/2026	8/31/2026	$434.50	NO 10 REGULAR ENV		$434.50			
	71430	INV	8/31/2026	8/31/2026	$744.15	NO 10 WINDOW ENV/A-2 ENV		$744.15			
	71456	INV	8/31/2026	8/31/2026	$39.00	NAME PLATE/JAHNER		$39.00			
	71473	INV	8/31/2026	8/31/2026	$149.55	ASSESSMENT RECORDS		$149.55			

		Due				
Voucher(s): 4	Aged Totals:	$1,367.20	$1,367.20	$0.00	$0.00	[illegible]

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Vendor ID: 520 **Name:** SHERWIN WILLIAMS CO **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	16839154610926	INV	9/14/2026	9/14/2026	$72.95	DEPOT/ WATERFALL PAINT		$72.95			
Voucher(s): 1						Aged Totals:	Due $72.95	$72.95	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	21039	INV	9/24/2026	9/24/2026	$53.75	SHREDDING SERVICE		$53.75			
Voucher(s): 1						Aged Totals:	Due $53.75	$53.75	$0.00	$0.00	$0.00

Vendor ID: 9528 **Name:** SIGN SOLUTIONS **Class ID:** **FED TAX CLAS:** LLC-S

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	425796	INV	9/4/2026	9/4/2026	$244.73	KLEEN BREAK SHEAR BOLT		$244.73			
Voucher(s): 1						Aged Totals:	Due $244.73	$244.73	$0.00	$0.00	$0.00

Vendor ID: 5126 **Name:** SM FENCING & ENERGY SERV INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	204339	INV	9/23/2026	9/23/2026	$5,500.00	GATE INSTALL		$5,500.00			
Voucher(s): 1						Aged Totals:	Due $5,500.00	$5,500.00	$0.00	$0.00	$0.00

Vendor ID: TEMP000562 **Name:** SOLANO, ALFREDO **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	09/22/2026	INV	9/22/2026	9/22/2026	$10.41	UTILITIES ACCOUNT CREDIT		$10.41			
Voucher(s): 1						Aged Totals:	Due $10.41	$10.41	$0.00	$0.00	$0.00

Vendor ID: 4458 **Name:** SOUTHWEST MULTI-COUNTY CORRECTION CEN **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	11957	INV	8/31/2026	8/31/2026	$3,173.34	DETENTION/ AUGUST		$3,173.34			
Voucher(s): 1						Aged Totals:	Due $3,173.34	$3,173.34	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	04578.00 0831	INV	9/3/2026	9/3/2026	$100.91	AUGUST CONSUMPTION		$100.91			
	INV14325	INV	9/30/2026	9/30/2026	$659,258.54	SEPTEMBER USAGE		$659,258.54			
Voucher(s): 2						Aged Totals:	Due $659,359.45	$659,359.45	$0.00	$0.00	

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1546287	INV	9/12/2026	9/12/2026	$44.24	SHIPPING		$44.24			
	1550306	INV	9/19/2026	9/19/2026	$108.31	SHIPPING		$108.31			
Voucher(s): 2						Aged Totals:	Due $152.55	$152.55	$0.00	$0.00	$0.00

Vendor ID: 3376A **Name:** STANDARD INSURANCE COMPANY/ LIFE **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	OCTOBER LIFE PREI	INV	9/17/2026	9/17/2026	$5,749.08	OCTOBER LIFE INSURANCE		$5,749.08			
Voucher(s): 1						Aged Totals:	Due $5,749.08	$5,749.08	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	15143	INV	9/15/2026	9/15/2026	$64.97	SUPPLIES		$64.97			
Voucher(s): 1						Aged Totals:	Due $64.97	$64.97	$0.00	$0.00	$0.00

Vendor ID: 547 **Name:** STREICHER'S **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	I1840950	INV	8/4/2026	8/4/2026	$421.00	PATROL VEH/PLATE CARRIEF		$421.00			
	I1848508	INV	9/15/2026	9/15/2026	$17,680.00	HELMETS/GRANT		$17,680.00			
Voucher(s): 2						Aged Totals:	Due $18,101.00	$18,101.00	$0.00	$0.00	$0.00

Vendor ID: 6033 **Name:** SUNSET LAW ENFORCEMENT, LLC **Class ID:** **FED TAX CLAS:** LLC AS C

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	0014516	INV	9/16/2026	9/16/2026	$3,452.00	HORN 5.56 NATO 75GR TRAIN		$3,452.00			
Voucher(s): 1						Aged Totals:	Due $3,452.00	$3,452.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	IVC9557	INV	9/8/2026	9/8/2026	$450.00	WATER ANALYSIS/ MULTIPLE		$450.00			
Voucher(s): 1						Aged Totals:	Due $450.00	$450.00	$0.00	$0.00	$0.00

Vendor ID: 6120 **Name:** SWANK MOTION PICTURES, INC **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and
	INV10145038	INV	9/16/2026	9/16/2026	$508.00	OCT 2026 - OCT 2027		$508.00			
Voucher(s): 1						Aged Totals:	Due $508.00	$508.00	$0.00	$0.00	$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	G07390	CRM	7/20/2026		($1,620.00)	RETURN 1.62 TONS EMULSIOI		($1,620.00)			
	W53429	INV	9/17/2026	9/17/2026	$6,628.67	CIMLINE M2 MELTER		$6,628.67			
							Due				
Voucher(s): 2						Aged Totals:	$5,008.67	$5,008.67	$0.00	$0.00	$0.00

Vendor ID: 6557 **Name:** T-MOBILE USA INC. **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	L2510159477	INV	10/15/2025	10/15/2025	$100.00	CELL AREA TOWER DUMP					$100.00
							Due				
Voucher(s): 1						Aged Totals:	$100.00	$0.00	$0.00	$0.00	$100.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	I362690/S	INV	9/3/2026	9/3/2026	$195.00	GIFT SHOP		$195.00			
							Due				
Voucher(s): 1						Aged Totals:	$195.00	$195.00	$0.00	$0.00	$0.00

Vendor ID: 3295 **Name:** TNC INDUSTRIES INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	36112	INV	9/23/2026	9/23/2026	$281.00	PLYMOVENT EXHAUST HOSE		$281.00			
							Due				
Voucher(s): 1						Aged Totals:	$281.00	$281.00	$0.00	$0.00	$0.00

Vendor ID: 6614 **Name:** TODAY CASH **Class ID:** **FED TAX CLAS:** NA

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	SEPT 18	INV	9/18/2026	9/18/2026	$353.23	SEPT 18 PAYROLL WITHHOLD		$353.23			
							Due				
Voucher(s): 1						Aged Totals:	$353.23	$353.23	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	7478361-0001	INV	9/18/2026	9/18/2026	$732.87	GAS/EXT 2.5 GAL		$732.87			
							Due				
Voucher(s): 1						Aged Totals:	$732.87	$732.87	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	23203	INV	9/10/2026	9/10/2026	$2,844.16	SHAKOPEE 9/4		$2,844.16			
	23229	INV	9/14/2026	9/14/2026	$2,923.65	SHAKOPEE 9/11		$2,923.65			
	23279	INV	9/16/2026	9/16/2026	$412.63	TITAN-PLATE GT2697		$412.63			

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City of Dickinson

			Due				
Voucher(s):	3	Aged Totals:	$6,180.44	$6,180.44	$0.00	$0.00	$0.00

Vendor ID: 4268 **Name:** TWENTERPRISES **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	CD99034150	INV	9/21/2026	9/21/2026	$1,320.00	WRF BOOSTER		$1,320.00			

			Due				
Voucher(s):	1	Aged Totals:	$1,320.00	$1,320.00	$0.00	$0.00	$0.00

Vendor ID: 6639 **Name:** UNITEDHEALTHCARE INSURANCE COMPANY **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	077600206180	INV	9/18/2026	9/18/2026	$7,093.28	OCTOBER DENTAL PREMIUM		$7,093.28			

			Due				
Voucher(s):	1	Aged Totals:	$7,093.28	$7,093.28	$0.00	$0.00	$0.00

Vendor ID: 6716 **Name:** UNIVERUS WASTE & RECYCLING INC **Class ID:** **FED TAX CLAS:** C-CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	PSI000413	INV	9/1/2026	9/1/2026	$1,071.35	FLEETLINK LICENSE		$1,071.35			
	PSI000414	INV	9/1/2026	9/1/2026	$459.15	FLEETLINK LICENSE		$459.15			

			Due				
Voucher(s):	2	Aged Totals:	$1,530.50	$1,530.50	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	INV01150664	INV	9/2/2026	9/2/2026	$4,669.80	LEVEL TRANSMIT/ MAGNETIC		$4,669.80			

			Due				
Voucher(s):	1	Aged Totals:	$4,669.80	$4,669.80	$0.00	$0.00	$0.00

Vendor ID: 127 **Name:** VERIZON WIRELESS **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	586846039-00001	INV	9/6/2026	9/6/2026	$6,589.35	MONTHLY PHONE BILLING		$6,589.35			

			Due				
Voucher(s):	1	Aged Totals:	$6,589.35	$6,589.35	$0.00	$0.00	$0.00

Vendor ID: 6757 **Name:** VERTOSOFT LLC **Class ID:** **FED TAX CLAS:** LLC C

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	INV14001	INV	9/23/2026	9/23/2026	$253,209.63	OPENGOV IMPLEMENTATION		$253,209.63			

			Due				
Voucher(s):	1	Aged Totals:	$253,209.63	$253,209.63	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and
	2550669742	INV	9/7/2026	9/7/2026	$67.43	9/07 SERVICE		$67.43			
	2550670941	INV	9/9/2026	9/9/2026	$42.04	9/09 SERVICE		$42.04			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

2550670998	INV	9/9/2026	9/9/2026	$50.00	9/09 SERVICE		$50.00
2550671004	INV	9/9/2026	9/9/2026	$49.21	9/09 SERVICE		$49.21
2550671007	INV	9/9/2026	9/9/2026	$69.45	9/09 SERVICE		$69.45
2550671008	INV	9/9/2026	9/9/2026	$52.98	9/09 SERVICE		$52.98
2550671009	INV	9/9/2026	9/9/2026	$112.39	9/09 SERVICE		$112.39
2550871006	INV	9/9/2026	9/9/2026	$84.00	9/09 SERVICE		$84.00
2550671831	INV	9/10/2026	9/10/2026	$29.92	9/10 SERVICE		$29.92
2550671860	INV	9/10/2026	9/10/2026	$87.70	9/10 SERVICE		$87.70
2550673644	INV	9/16/2026	9/16/2026	$49.21	9/16 SERVICE		$49.21
2550673647	INV	9/16/2026	9/16/2026	$69.45	SERVICE SEPT 16		$69.45
2550673648	INV	9/16/2026	9/16/2026	$52.98	SERVICE SEPT 16		$52.98
2550674996	INV	9/21/2026	9/21/2026	$67.43	SERVICE SEPT 21		$67.43
2550676232	INV	9/23/2026	9/23/2026	$42.04	SERVICE SEPT 23		$42.04
2550676287	INV	9/23/2026	9/23/2026	$50.00	SERVICE SEPT 23		$50.00
2550676296	INV	9/23/2026	9/23/2026	$84.00	SERVICE SEPT 23		$84.00
2550676298	INV	9/23/2026	9/23/2026	$52.98	SERVICE SEPT 23		$52.98
2550677087	INV	9/24/2026	9/24/2026	$29.92	SERVICE SEPT 24		$29.92
2550677115	INV	9/24/2026	9/24/2026	$87.70	SERVICE SEPT 24		$87.70

		Due				
Voucher(s): 20	Aged Totals:	$1,230.83	$1,230.83	$0.00	$0.00	$0.00

Vendor ID: 9697 **Name:** VLCM **Class ID:** **FED TAX CLAS:** LLC-S

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	IN181244	INV	9/21/2026	9/21/2026	$1,408.27	3YEAR LICENSE+PRODUCT S		$1,408.27			

		Due				
Voucher(s): 1	Aged Totals:	$1,408.27	$1,408.27	$0.00	$0.00	$0.00

Vendor ID: 6725 **Name:** WEBSTER ENVIRONMENTAL ASSOCIATES, INC **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	918002	INV	9/9/2026	9/9/2026	$25,200.00	202515 H2S GAS MITIGATION		$25,200.00			

		Due				
Voucher(s): 1	Aged Totals:	$25,200.00	$25,200.00	$0.00	$0.00	$0.00

Vendor ID: 6712 **Name:** WELLS FARGO BANK N.A. **Class ID:** **FED TAX CLAS:** P/R GARNISHMENT

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and
	SEPT 18 WITHHOLDII	INV	9/16/2026	9/16/2026	$657.80	CASE 45-2026-CV-00056		$657.80			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

			Due				
Voucher(s): 1		Aged Totals:	$657.80	$657.80	$0.00	$0.00	$0.00

Vendor ID: 607 **Name:** WEST DAKOTA OIL INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	366743	INV	9/24/2026	9/24/2026	$567.00	BLUE DEF		$567.00			

			Due				
Voucher(s): 1		Aged Totals:	$567.00	$567.00	$0.00	$0.00	$0.00

Vendor ID: 2632 **Name:** WEST RIVER LODGE #5 **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	SEPT 2026	INV	9/17/2026	9/17/2026	$1,558.00	SEPTEMBER WITHHOLDINGS		$1,558.00			

			Due				
Voucher(s): 1		Aged Totals:	$1,558.00	$1,558.00	$0.00	$0.00	$0.00

Vendor ID: TEMP000539 **Name:** WEST, MICHAEL AND SANDRA **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	UTPAY523	INV	4/26/2024	4/26/2024	$245.82	Utility Account: 1054430.003					$245.82

			Due				
Voucher(s): 1		Aged Totals:	$245.82	$0.00	$0.00	$0.00	$245.82

Vendor ID: 5923 **Name:** WESTERN DAKOTA ENERGY ASSOCIATION **Class ID:** **FED TAX CLAS:** OTHER

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	20540A	INV	9/21/2026	9/21/2026	$125.00	2026 MEETING/ MAYOR DECK		$125.00			

			Due				
Voucher(s): 1		Aged Totals:	$125.00	$125.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	640846	INV	9/9/2026	9/9/2026	$413.54	ELEMENT-AI		$413.54			

			Due				
Voucher(s): 1		Aged Totals:	$413.54	$413.54	$0.00	$0.00	$0.00

Vendor ID: 620 **Name:** WINN CONSTRUCTION INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	16697	INV	8/25/2026	8/25/2026	$2,190.00	VILLARD BY HARDEES/ LABOI		$2,190.00			
	16751	INV	9/11/2026	9/11/2026	$1,690.26	202607 SIDEWALK PROGRAM		$1,690.26			
	16752	INV	9/11/2026	9/11/2026	$5,735.91	202607 SIDEWALK PROGRAM		$5,735.91			
	16754	INV	9/11/2026	9/11/2026	$2,263.03	202607 SIDEWALK PROGRAM		$2,263.03			
	16755	INV	9/11/2026	9/11/2026	$17,114.76	202607 SIDEWALK PROGRAM		$17,114.76			
	16784	INV	9/15/2026	9/15/2026	$11,156.00	LABOR/ MULTIPLE LOCATIONS		$11,156.00			
	16785	INV	9/15/2026	9/15/2026	$11,616.94	STATES BLVD and 6TH ST W		$11,616.94			

	16818	INV	9/23/2026	9/23/2026	$303.00	202607 2026 SIDEWALK		$303.00			
	16829	INV	9/25/2026	9/25/2026	$11,237.96	202607 2026 SIDEWALKS		$11,237.96			
	16830	INV	9/25/2026	9/25/2026	$1,529.83	202607 2026 SIDEWALKS		$1,529.83			
	16832	INV	9/25/2026	9/25/2026	$2,030.00	7TH AVE W & 1ST ST W		$2,030.00			
Voucher(s):	11					Aged Totals:	Due $66,867.69	$66,867.69	$0.00	$0.00	$0.00

Vendor ID: 3138 **Name:** WITMER PUBLIC SAFETY GROUP INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	INV953576	INV	9/1/2026	9/1/2026	$458.45	CLARK/HAIX AIRPOWER XR1		$458.45			
	INV953792	INV	9/1/2026	9/1/2026	$1,723.17	STOCK/ CAIRNS 880 DELUXE		$1,723.17			
	INV959099	INV	9/11/2026	9/11/2026	$966.43	FIRE GEAR/BOOTS & GLOVES		$966.43			
Voucher(s):	3					Aged Totals:	Due $3,148.05	$3,148.05	$0.00	$0.00	$0.00

Vendor ID: 6648 **Name:** YES LLC ELECTRICAL SERVICE **Class ID:** **FED TAX CLAS:** C-CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	INV-43534859	INV	8/31/2026	8/31/2026	$4,987.50	CLARIFIER DEMO/REWIRE		$4,987.50			
	INV-435348608	INV	8/31/2026	8/31/2026	$3,919.27	WASTE WATER PLANT		$3,919.27			
Voucher(s):	2					Aged Totals:	Due $8,906.77	$8,906.77	$0.00	$0.00	$0.00

	Vendors	Due	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
Vendor Totals:	168	$4,430,545.64	$4,248,420.30	$43,853.80	$123,363.97	$14,907.57

Commerce Bank
Member FDIC
Challenge Accepted.

Visa Purchasing

Billing Period: 08/26/2026 - 09/11/2026
Account Number: XXXX-XXXX-XXXX-6764

Account Summary

Previous Balance	$18,998.62
Purchases & Other Charges	$38,604.33
Cash Advances	$0.00
Cash Advance Fees	$0.00
Late Charges	$0.00
Finance Charges	$0.00
Credits	$1,100.00
Payments	$18,998.62
New Balance	$37,504.33
Credit Limit	$120,000.00
Cash Limit	$120,000.00
Available Credit	$82,495.67
Disputed Amount	$131.44
Statement Closing Date	September 11, 2026
Days in Billing Cycle	17

Payment Information

New Balance	$37,504.33
Minimum Payment Due	**$37,372.89**
Payment Due Date	**September 18, 2026**

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

ATTENTION YOUR ACCOUNT IS IN DISPUTE FOR $131.44. THIS AMOUNT HAS NOT BEEN INCLUDED IN THE FINANCE CHARGE OR MINIMUM PAYMENT CALCULATION.

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
09/01	09/01		AUTO PAYMENT - THANK YOU!	$18,998.62 CR

PLEASE DETACH COUPON AND RETURN WITH YOUR PAYMENT.

Account ID:	**8000-0018-8386**
Account Number:	**XXXX-XXXX-XXXX-6764**
Payment Due Date:	September 18, 2026
New Balance:	$37,504.33
Minimum Payment Due:	$37,372.89

AMOUNT ENCLOSED

Use enclosed envelope and make check payable to:
COMMERCE BANK

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

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

8000001883861IIII 003750433003737289

Cardholder Account Activity

Tran Date	Post Date	Reference Number	Transaction Description	Amount
FIRE DEPARTMENT 0000-0150-5080				
XXXX-XXXX-XXXX-6112			Purchases & Other Charges / Payments & Other Credits	Total Activity
Credit Limit: $10,000.00			$304.25 / $0.00	$304.25
08/26	08/27	24692166238402100210180	NFPA NATL FIRE PROTECT 800-344-3555 MA	$225.00
08/28	08/31	24801976241876072959871	SCHATZ CROSSROADS MINOT ND	$45.08
08/31	09/01	24445006244400216154367	WM SUPERCENTER #1567 DICKINSON ND	$10.27
09/02	09/03	24226386246029798288431	WAL-MART #1567 DICKINSON ND	$23.90
SHELLY NAMENIUK 0000-0574-8587				
XXXX-XXXX-XXXX-4539			Purchases & Other Charges / Payments & Other Credits	Total Activity
Credit Limit: $5,000.00			$680.73 / $0.00	$680.73
09/01	09/02	24183106244900012926961	BAKER BOY INC 701-4561501 ND	$122.84
09/02	09/03	24427336245730263023756	CASH WISE #3044 DICKINSON ND	$223.96
09/03	09/07	24755426247272470918907	HAMPTON INNS 701-4560100 ND CHECK IN DATE: 09-01-26 CONFIRMATION #: 80952446	$240.90
09/08	09/10	24137466252100377532652	MENARDS DICKINSON ND 715-876-6378 ND	$93.03
FIRE DEPARTMENT 2 0000-0153-1714				
XXXX-XXXX-XXXX-7749			Purchases & Other Charges / Payments & Other Credits	Total Activity
Credit Limit: $2,500.00			$60.00 / $0.00	$60.00
08/26	08/27	24011346239100032666096	SP TAYLORSTINS TAYLORSTINS.CMO	$60.00
FINANCE DEPARTMENT 0000-0150-5049				
XXXX-XXXX-XXXX-6832			Purchases & Other Charges / Payments & Other Credits	Total Activity
Credit Limit: $25,000.00			$322.75 / $0.00	$322.75
09/02	09/03	24027626245878858143147	PAYFLOW/PAYPAL 888-883-9770 NE	$322.75
JADE JAYNES 0000-5510-1935				
XXXX-XXXX-XXXX-9286			Purchases & Other Charges / Payments & Other Credits	Total Activity
Credit Limit: $3,000.00			$168.86 / $0.00	$168.86
09/01	09/01	24011346244100007398876	AMAZON RETA* 5Q3887XA2 WWW.AMAZON.COWA	$95.40
09/09	09/10	24692166252405899342602	AMAZON MKTPL*534W099A0 Amzn.com/billWA	$39.85
09/10	09/10	24011346253100048869560	AMAZON RETA* 5341H4RG2 WWW.AMAZON.COWA	$19.95
09/10	09/10	24011346253100048976449	AMAZON RETA* 5L8YZ2G51 WWW.AMAZON.COWA	$13.66
GRANT CARLSON 0000-6611-8886				
XXXX-XXXX-XXXX-8950			Purchases & Other Charges / Payments & Other Credits	Total Activity
Credit Limit: $5,000.00			$700.23 / $0.00	$700.23
08/30	08/31	24011346242100027097534	AMAZON RETA* 5Q2MH7A70 WWW.AMAZON.COWA	$93.14
09/02	09/02	24011346245100065859305	AMAZON RETA* 536EA2FT1 WWW.AMAZON.COWA	$569.10
09/05	09/07	24011346248100165452081	AMAZON RETA* 5339B5TX0 WWW.AMAZON.COWA	$37.99
POLICE DEPARTMENT TRAVEL 0000-0317-2236				
XXXX-XXXX-XXXX-3469			Purchases & Other Charges / Payments & Other Credits	Total Activity
Credit Limit: $2,500.00			$0.00 / $500.00	$500.00 CR
09/02	09/03	74210736246181969310053	GLOCK PROFESSIONAL INC SMYRNA GA	$500.00 CR
MICHAEL HANEL 0001-0004-0559				
XXXX-XXXX-XXXX-1126			Purchases & Other Charges / Payments & Other Credits	Total Activity
Credit Limit: $2,500.00			$1,128.00 / $0.00	$1,128.00
08/25	08/26	24323006237351603036046	STHWSTRN DISTRICT HEALTH 701-483-0171 ND	$1,006.00
08/27	08/31	24721936240900011469313	APCO INTERNATIONAL INC 386-9442422 FL	$100.00
09/04	09/04	24011346247100082775169	BUZZSPROUT INV9225491 BUZZSPROUT.COFL	$22.00
ANIMAL SHELTER 0001-1296-6130				
XXXX-XXXX-XXXX-2966			Purchases & Other Charges / Payments & Other Credits	Total Activity
Credit Limit: $2,500.00			$27.66 / $0.00	$27.66
09/06	09/07	24445006250400220568793	WM SUPERCENTER #1567 DICKINSON ND	$27.66
PURCHASING DEPARTMENT 0001-3525-0710				
XXXX-XXXX-XXXX-7033			Purchases & Other Charges / Payments & Other Credits	Total Activity
Credit Limit: $10,000.00			$993.91 / $0.00	$993.91
08/25	08/26	24692166237401309334347	AMAZON MKTPL*5O2P66G12 Amzn.com/billWA	$80.98
08/27	08/27	24692166239402757093896	AMAZON MKTPL*5O95O79M0 Amzn.com/billWA	$13.81

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
08/29	08/31	24027626241067629500827	PAYPAL *VISME 402-935-7733 MD	$297.00
09/04	09/07	24692166247400711157427	AMAZON MKTPL*533BF9CK2 Amzn.com/billWA	$23.99
09/04	09/07	24692166247401027474019	AMAZON MKTPL*535AQ4FO0 Amzn.com/billWA	$24.64
09/04	09/07	24692166247401075992904	AMAZON MKTPL*538AY5FU2 Amzn.com/billWA	$195.00
09/06	09/07	24692166249402951399337	AMAZON MKTPL*534OQ4KR1 Amzn.com/billWA	$32.99
09/06	09/07	24692166249402945659770	AMAZON MKTPL*539YR8K81 Amzn.com/billWA	$19.99
09/06	09/07	24692166249402942096026	AMAZON MKTPL*531R28ES0 Amzn.com/billWA	$164.97
09/06	09/07	24692166249403104338255	AMAZON MKTPL*534AE37Q1 Amzn.com/billWA	$40.55
09/09	09/10	24692166252405952555231	AMAZON MKTPL*539A95982 Amzn.com/billWA	$99.99

MATT HANSON 0001-6508-5614

XXXX-XXXX-XXXX-4887	Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $2,500.00	$202.13	$0.00	$202.13

08/25	08/26	24692166237401309280805	AMAZON MKTPL*5O1Q59881 Amzn.com/billWA	$17.99
08/28	08/31	24316056241876580727991	SHELL OIL10089583016 STEELE ND	$30.53
08/28	08/31	24717056241262410735683	RED PEPPER GRAND FORKS ND	$34.83
08/29	08/31	24692166242405739721174	CIRCLEK#2746581 GRAND FORKS ND	$54.40
08/29	08/31	24316056242877742107469	SHELL OIL12502810018 MANDAN ND	$64.38

TRAVIS LEINTZ 0001-7741-1394

XXXX-XXXX-XXXX-8650	Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $2,500.00	$1,518.68	$0.00	$1,518.68

08/30	09/01	24137466243100428262624	MENARDS DICKINSON ND DICKINSON ND	$56.65
08/31	09/01	24717056244132444828514	QUALIFICATION TARGETS INC866-4988228 WI	$83.04
09/02	09/03	24492156246296038067917	TLO TRANSUNION 561-988-4200 FL	$175.55
09/08	09/09	24431066251501667113131	IACA 800-609-3419 KS	$25.00
09/08	09/09	24210736251183105008283	GLOCK PROFESSIONAL INC 770-432-1202 GA	$300.00
09/08	09/09	24108296252100005235435	PRI MANAGEMENT GROUP POLICERECORDSFL	$330.75
09/08	09/10	24717056253132535146972	QUALIFICATION TARGETS INC866-4988228 WI	$184.90
09/10	09/11	24492166254100002136401	SP VENTURE TACTICAL VENTURE-TACTIFL	$362.79

CINDY THRONBURG 0000-9264-8252

XXXX-XXXX-XXXX-4820	Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $3,000.00	$472.56	$0.00	$472.56

08/30	08/31	24692166242406129358239	AMAZON MKTPL*5Q3P12VB1 Amzn.com/billWA	$99.95
09/08	09/10	24325456252900012415269	DEMCO INC 800-9624463 WI	$372.61

LEE SKABO 0001-8180-8411

XXXX-XXXX-XXXX-6953	Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $2,500.00	$1,215.00	$600.00	$615.00

09/09	09/10	24692166252405674031313	NDSU-EXT PEST PRO 701-231-7180 ND	$300.00
09/09	09/10	74692166252405674031466	NDSU-EXT PEST PRO 701-231-7180 ND	$150.00 CR
09/09	09/10	24692166252405674031321	NDSU-EXT PEST PRO 701-231-7180 ND	$200.00
09/09	09/10	24692166252405674031354	NDSU-EXT PEST PRO 701-231-7180 ND	$115.00
09/09	09/10	24692166252405674031396	NDSU-EXT PEST PRO 701-231-7180 ND	$300.00
09/09	09/10	24692166252405674031388	NDSU-EXT PEST PRO 701-231-7180 ND	$300.00
09/09	09/10	74692166252405674031482	NDSU-EXT PEST PRO 701-231-7180 ND	$75.00 CR
09/09	09/10	74692166252405674031474	NDSU-EXT PEST PRO 701-231-7180 ND	$75.00 CR
09/09	09/10	74692166252405674031490	NDSU-EXT PEST PRO 701-231-7180 ND	$150.00 CR
09/10	09/11	74692166253406591046990	NDSU-EXT PEST PRO 701-231-7180 ND	$150.00 CR

POLICE DEPARTMENT 0000-0150-5007

XXXX-XXXX-XXXX-3168	Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $30,000.00	$2,391.04	$0.00	$2,391.04

08/25	08/26	24692166237401445746354	SQ *ONEFACE gosq.com NJ	$1,647.00
08/25	08/26	24692166237401448269263	SQ *YELLOWSTONE NARCOTICSgosq.com MT	$598.00
08/27	08/28	24022686239900013800697	SHRED ND 701-6905480 ND	$54.69
09/01	09/02	24692166244407930951178	Amazon.com*5Q9MP9B20 Amzn.com/billWA	$41.35
09/04	09/07	24692166247401393731893	IN *GUARDIAN ALLIANCE TEC415-6552240 CA	$50.00

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
RACHEL SHUMAKER 0001-9258-6378				
XXXX-XXXX-XXXX-8315			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $15,000.00			$1,023.84 / $0.00	$1,023.84
08/26	08/27	24064666238100047287233	GB* NORTH DAKOTA SOLID GIVEBUTTER.CODE	$849.95
08/26	08/27	24692166238401984710349	AMAZON MKTPL*5O6MW0BN2 Amzn.com/billWA	$28.49
08/29	08/31	24692166241405011847185	AMAZON MKTPL*5Q2I58AA1 Amzn.com/billWA	$145.40
DENVER FOWLER 0000-9338-8569				
XXXX-XXXX-XXXX-7909			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $3,000.00			$1,791.40 / $0.00	$1,791.40
08/26	08/27	24034546238006281467467	CONOCO - EZZIES WHOLESALEHINSDALE MT	$53.39
08/26	08/27	24081196239029387573801	WAL-MART #4247 HAVRE MT	$51.32
08/26	08/28	24943006240494581971449	CENEX-AGLAND CO-OP WOLF POINT MT	$31.41
08/26	08/28	24943006240494582350411	CENEX-EAST END GLENDIVE MT	$42.25
08/26	08/27	24445006239400211854307	WM SUPERCENTER #4247 HAVRE MT	$44.36
08/26	08/28	24733346239018011852825	HAVRE FORD HAVRE MT	$612.00
08/26	08/28	24137466239501055061955	U-HAULROBERTS BIG SKY REPHAVRE MT RENTAL AGREEMENT: 82699212 CHECK OUT DATE: 08-26-26	$247.52
08/26	08/27	24692166238402671953192	EXXON HAVRE #1244 HAVRE MT	$54.59
08/26	08/27	24692166238402671953234	EXXON HAVRE #1244 HAVRE MT	$13.48
08/27	08/28	24034546239006542452208	CONOCO - WESTSIDE TRUCK SMALTA MT	$64.31
08/27	08/28	24943006240494582352342	CENEX-EAST END GLENDIVE MT	$76.36
08/27	08/28	24081196240029443584260	WAL-MART #4247 HAVRE MT	$280.02
08/28	08/31	24034546240006776379280	CONOCO - WESTSIDE TRUCK SMALTA MT	$72.70
09/01	09/03	24943006246498236914583	CENEX-AGLAND CO-OP WOLF POINT MT	$81.99
09/01	09/03	24943006246498237267866	CENEX-EAST END GLENDIVE MT	$65.70
AARON MEYER 0000-0375-0213				
XXXX-XXXX-XXXX-9108			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $40,000.00			$8,760.80 / $0.00	$8,760.80
08/25	08/26	24692166237401311225244	AMAZON MKTPL*5O2JT28Q1 Amzn.com/billWA	$51.98
08/26	08/27	24492166238100062127549	OPENAI *CHATGPT SUBSCR OPENAI.COM CA	$200.00
08/28	08/31	24431066241495448246869	STAPLS0239122265000001 800-333-3330 CT	$151.48
08/28	08/31	24431066241495448281379	STAPLS0239122265000001 800-333-3330 CT	$71.49
08/28	08/31	24692166240404288085513	AMAZON MKTPL*5Q8XF2ZQ1 Amzn.com/billWA	$1,548.99
08/28	08/31	24692166240404369067547	AMAZON MKTPL*5Q5ER8ZG1 Amzn.com/billWA	$899.00
08/29	08/31	24692166241405300882794	AMAZON MKTPL*5Q46O0031 Amzn.com/billWA	$32.99
09/01	09/02	24011346244100131275057	UBIQUITI INC. UI.COM NY	$29.00
09/01	09/02	24793386244002196870212	Newegg Inc Diamond Bar CA	$1,249.95
09/02	09/02	24692166245408680315811	Amazon.com*5Q2MG0DB0 Amzn.com/billWA	$1,499.94
09/02	09/03	24692166245409203459623	AMAZON MKTPL*5Q1JS82Z0 Amzn.com/billWA	$1,789.99
09/02	09/03	24692166245408863307064	AMAZON MKTPL*5336324K1 Amzn.com/billWA	$39.85
09/02	09/03	24692166245408864987930	AMAZON MKTPL*5Q1F35S20 Amzn.com/billWA	$73.99
09/03	09/04	24108296246100062383119	WWW.UI.COM WWW.UI.COM NY	$364.30
09/03	09/04	24108296246100058863132	WWW.UI.COM WWW.UI.COM NY	$130.30
09/06	09/07	24692166249403106089096	AMAZON MKTPL*5365X00A2 Amzn.com/billWA	$154.58
09/06	09/07	24692166249403102721049	AMAZON MKTPL*530IG0010 Amzn.com/billWA	$274.99
09/08	09/09	24492166251100061027809	OPENAI *CHATGPT SUBSCR OPENAI.COM CA	$197.98
DEB KIRSCHENHEITER 0000-6918-4083				
XXXX-XXXX-XXXX-5978			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $1,000.00			$45.00 / $0.00	$45.00
08/26	08/27	24692166238402634081487	NDRIN-ND LAND RECORDS 701-364-1280 ND	$3.00
08/26	08/27	24692166238402633672807	NDRIN-ND LAND RECORDS 701-364-1280 ND	$4.00
08/28	08/31	24692166240404610441020	NDRIN-ND LAND RECORDS 701-364-1280 ND	$1.00
08/28	08/31	24692166240404614855613	NDRIN-ND LAND RECORDS 701-364-1280 ND	$4.00
08/28	08/31	24692166240404610441012	NDRIN-ND LAND RECORDS 701-364-1280 ND	$8.00
08/31	09/01	24692166243407448208518	NDRIN-ND LAND RECORDS 701-364-1280 ND	$1.00
08/31	09/01	24692166243407447515061	NDRIN-ND LAND RECORDS 701-364-1280 ND	$3.00
09/02	09/03	24692166245409448400234	NDRIN-ND LAND RECORDS 701-364-1280 ND	$6.00

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
09/08	09/09	24692166251405210854039	NDRIN-ND LAND RECORDS 701-364-1280 ND	$1.00
09/08	09/09	24692166251405211505010	NDRIN-ND LAND RECORDS 701-364-1280 ND	$1.00
09/08	09/09	24692166251405211505051	NDRIN-ND LAND RECORDS 701-364-1280 ND	$1.00
09/08	09/09	24692166251405217544484	NDRIN-ND LAND RECORDS 701-364-1280 ND	$8.00
09/08	09/09	24692166251405213034787	NDRIN-ND LAND RECORDS 701-364-1280 ND	$4.00

IAN ANGUIANO 0002-2732-7087

XXXX-XXXX-XXXX-4168	Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $5,000.00	$670.66	$0.00	$670.66

09/09	09/10	24692166252405590869358	QUADIENT LEASING USA O 800-636-7678 CT	$370.66
09/10	09/10	24793386253001502787217	ND Library Association Bismarck ND	$300.00

STEVEN CLAWSON 0002-3007-7059

XXXX-XXXX-XXXX-0453	Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $3,000.00	$356.77	$0.00	$356.77

08/27	08/31	24034546240006724420228	CONOCO - EZZIE HAVRE B/P HAVRE MT	$18.00
08/27	08/31	24034546240006724420236	CONOCO - EZZIE HAVRE B/P HAVRE MT	$91.91
08/27	08/28	24034546239006541331171	CONOCO - EMPORIUM FOOD & HAVRE MT	$32.00
08/28	08/31	24034546240006776379298	CONOCO - WESTSIDE TRUCK SMALTA MT	$54.88
09/01	09/03	24943006246498236914591	CENEX-AGLAND CO-OP WOLF POINT MT	$97.77
09/01	09/03	24943006246498237267874	CENEX-EAST END GLENDIVE MT	$62.21

CITY LIBRARY 0000-0150-5031

XXXX-XXXX-XXXX-3893	Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $10,000.00	$466.00	$0.00	$466.00

09/01	09/02	24692166244407851564356	AMAZON MKTPL*5Q5PN6MS2 Amzn.com/billWA	$59.84
09/01	09/02	24692166244407925186012	AMAZON MKTPL*5Q96E4IV1 Amzn.com/billWA	$52.50
09/07	09/08	24692166250404125131220	AMAZON MKTPL*536M18ML0 Amzn.com/billWA	$298.47
09/09	09/09	24692166252405503164871	AMAZON MKTPL*533D732S2 Amzn.com/billWA	$55.19

BRANDI AARON 0002-3155-0062

XXXX-XXXX-XXXX-5570	Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $1,000.00	$10.86	$0.00	$10.86

09/01	09/02	24137466244301091459682	USPS.COM CLICKNSHIP 800-344-7779 DC	$10.86

FIRE DEPARTMENT EMS 0002-4113-7025

XXXX-XXXX-XXXX-5974	Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $20,000.00	$3,532.82	$0.00	$3,532.82

08/25	08/26	24036296237712366862826	JONES & BARTLETT LEARNING800-832-0034 MA	$59.96
08/26	08/27	24055236238873366039947	EDUCATION STANDARDS AND 701-328-9641 ND	$85.00
08/26	08/27	24000976238296004675137	THE UPS STORE 4954 209-7775558 ND	$20.71
08/26	08/26	24793386238001073820215	ND EMS Association Bismarck ND	$155.00
08/26	08/26	24793386238001073857217	ND EMS Association Bismarck ND	$155.00
08/27	08/28	24445006240400213224969	WM SUPERCENTER #1567 DICKINSON ND	$41.63
08/27	08/28	24116416239744664935645	BADGEANDWALLET.COM 914-236-1260 NY	$270.95
08/28	08/28	24793386240001286022217	ND EMS Association Bismarck ND	$235.00
08/29	08/31	24793386241001096009213	ND EMS Association Bismarck ND	$235.00
09/02	09/04	24000976246336004699446	RADISSON HOTEL BISMARC BISMARCK ND CHECK IN DATE: 08-31-26 CONFIRMATION #: 0000002047	$227.00
09/02	09/04	24000976246336004699263	RADISSON HOTEL BISMARC BISMARCK ND CHECK IN DATE: 08-30-26 CONFIRMATION #: 0000002054	$352.60
09/02	09/04	24000976246336004699693	RADISSON HOTEL BISMARC BISMARCK ND CHECK IN DATE: 08-30-26 CONFIRMATION #: 0000001919	$340.50
09/03	09/03	24793386246001284854219	ND EMS Association Bismarck ND	$155.00
09/04	09/07	24692166247401457247844	EXXON RED CARPET WEST WEST FARGO ND	$57.97
09/04	09/07	24755426248262482268952	DOUBLETREE HOTELS 701-5510120 ND CHECK IN DATE: 08-30-26 CONFIRMATION #: 92541977	$610.50
09/08	09/10	24750766252900013223676	RENEW BIOMEDICAL SERVICES866-5183190 TN	$531.00

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
ROBERT FUHRMAN 0000-6420-7467				
XXXX-XXXX-XXXX-7460			Purchases & Other Charges / Payments & Other Credits	Total Activity
Credit Limit: $5,000.00			$303.17 / $0.00	$303.17
08/30	08/31	24692166242406251415195	AMAZON MKTPL*5Q7TZ4ME1 Amzn.com/billWA	$208.54
09/04	09/07	24231686247884136131593	CONSOLIDATED TELCOM CTCTEL.COM ND	$8.48
09/10	09/11	24000976253376300852034	THE UPS STORE 4954 209-7775558 ND	$86.15
MUSEUM 0000-5687-7889				
XXXX-XXXX-XXXX-0043			Purchases & Other Charges / Payments & Other Credits	Total Activity
Credit Limit: $8,000.00			$3,814.12 / $0.00	$3,814.12
08/21	08/26	24789306237288100409865	OTC BRANDS *OTC BRANDS 800-2280475 NE	$74.95
08/26	08/27	24000776239100009262565	SP ROCKYMNTSTICKER RMSTICKER.COMCO	$200.00
08/26	08/26	24793386238000702871219	Sock it To Me Faire 800-2088926 CA	$175.95
08/28	08/31	24793386240001121086211	Unemployed Philo Faire 800-2088926 CA	$184.33
08/28	08/31	24793386240000939725218	Simon Schuster Faire 800-2088926 CA	$191.44
08/28	09/10	24755426252272527084853	AURORA WORLD 562-2051222 CA	$161.15
08/29	08/31	24793386241000614386210	Sourcebooks Faire 800-2088926 CA	$308.73
08/30	08/31	24793386242000706181213	Toysmith Faire 800-2088926 CA	$134.40
08/31	08/31	24793386242000830262210	Warmies Lavende Faire 800-2088926 CA	$555.05
09/02	09/03	24793386245000231545210	TEDCO Toys Faire 800-2088926 CA	$289.25
09/02	09/02	24793386244000168126217	GeoCentral Faire 800-2088926 CA	$244.69
09/04	09/07	24793386247000113119215	Candy Barn Expre Faire 800-2088926 CA	$93.66
09/04	09/07	24755426247282477439104	ATLAS SCREEN PRINTING 352-3772637 FL	$1,200.52
ROBERT EBELHAR 0002-5761-1665				
XXXX-XXXX-XXXX-6955			Purchases & Other Charges / Payments & Other Credits	Total Activity
Credit Limit: $2,000.00			$593.00 / $0.00	$593.00
08/28	08/31	24692166240404006858985	QUADIENT INC ORACLE 800-636-7678 CT	$593.00
CARTER FONG 0002-5916-0745				
XXXX-XXXX-XXXX-1590			Purchases & Other Charges / Payments & Other Credits	Total Activity
Credit Limit: $5,000.00			$1,176.34 / $0.00	$1,176.34
08/26	08/28	24943006239494165118444	PIZZA HUT 042470 DICKINSON ND	$100.00
08/27	08/28	24692166239403578593403	IN *CUSTOM DATA, INC 701-2902063 ND	$500.00
09/02	09/04	24943006246498448233392	PIZZA HUT 042470 DICKINSON ND	$51.34
09/03	09/04	24431066247498788005949	SWANK MOTION PICTURES IN clover.com MO	$525.00
RITA BINSTOCK 0000-4914-5485				
XXXX-XXXX-XXXX-0994			Purchases & Other Charges / Payments & Other Credits	Total Activity
Credit Limit: $4,000.00			$1,027.69 / $0.00	$1,027.69
08/26	08/27	24011346238100163016567	COLUMN PUBLIC NOTICE COLUMN.US DC	$570.36
08/26	08/27	24011346238100119512370	COLUMN PUBLIC NOTICE COLUMN.US DC	$457.33
CHAD TORMASCHY 0002-4230-8484				
XXXX-XXXX-XXXX-8922			Purchases & Other Charges / Payments & Other Credits	Total Activity
Credit Limit: $10,000.00			$1,067.16 / $0.00	$1,067.16
08/26	08/27	24793386238004159926229	eBay O*09-15085-23394 800-4563229 CA	$73.99
08/28	08/31	24226386241029506316305	WAL-MART #1567 DICKINSON ND	$7.54
09/08	09/09	24793386251003603348065	eBay O*13-15135-29154 800-4563229 CA	$42.50
09/09	09/10	24000976252370900525695	THE UPS STORE 4954 209-7775558 ND	$16.03
09/09	09/10	24793386252002334018079	eBay O*15-15135-87504 800-4563229 CA	$47.06
09/10	09/11	24011346253100165115581	SP BTI-JOHN DEERE 162-09332708 KS	$880.04
FIRE PREVENTION 0002-8169-8241				
XXXX-XXXX-XXXX-0464			Purchases & Other Charges / Payments & Other Credits	Total Activity
Credit Limit: $5,000.00			$3,065.00 / $0.00	$3,065.00
08/31	09/01	24055226243879304065724	FOX PRESS 877-329-0578 LA	$2,000.00
09/08	09/09	24492166252100002926282	STICKER MULE STICKERMULE.CNY	$1,065.00
KRISTOPHER KELLER 0002-8569-5581				
XXXX-XXXX-XXXX-6238			Purchases & Other Charges / Payments & Other Credits	Total Activity
Credit Limit: $5,000.00			$253.74 / $0.00	$253.74
09/01	09/02	24000976244328602424592	THE UPS STORE 4954 209-7775558 ND	$253.74

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
BRITANI BOHACEK 0002-8664-8704				
XXXX-XXXX-XXXX-8480			Purchases & Other Charges	Payments & Other Credits / Total Activity
Credit Limit: $1,000.00			$460.16	$0.00 / $460.16
09/01	09/03	24801976245881625079256	STARK COUNTY DICKINSON ND	$20.00
09/01	09/03	24801976245881623721396	MUNICIPAY(M3)*SERVICE FE PORTLAND ME	$3.00
09/03	09/04	24427336246730267324753	CASH WISE #3044 DICKINSON ND	$78.90
09/03	09/04	24269796247001047723226	JIMMY JOHNS - 2138 DICKINSON ND	$106.47
09/09	09/10	24000976252370901422074	THE UPS STORE 4954 209-7775558 ND	$251.79

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	0.0320%	11.65%	$0.00

RESOLUTION NO. _____ - 2026

A RESOLUTION AUTHORIZING THE SALE OF CERTAIN CITY LOTS

WHEREAS, the Board of City Commissioners determined that it was necessary and in the best interests of the City to sell certain lots owned by the City.

WHEREAS, the City of Dickinson and Stark County executed a Purchase Agreement in March 2020 for the sale of the following properties:

Lot 2, Block 1, Museum Center Addition, City of Dickinson, Stark County, ND – Parcel ID #0791-0100-0200 (the "Armory")

Lot 1, Block 1, Museum Center Addition, City of Dickinson, Stark County, ND – Parcel ID # 0791-0100-0100 (the "Law Enforcement Center and/or LEC")

WHEREAS, the City of Dickinson and Stark County executed an Amendment to Purchase Agreement on August 4, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Dickinson, North Dakota, as follows:

1. The Board of City Commissioners authorizes the sale of the following lots:

   Lot 2, Block 1, Museum Center Addition, City of Dickinson, Stark County, ND – Parcel ID #0791-0100-0200 (the "Armory")

   Lot 1, Block 1, Museum Center Addition, City of Dickinson, Stark County, ND – Parcel ID # 0791-0100-0100 (the "Law Enforcement Center and/or LEC")

2. The Board of City Commissioners authorizes Mayor Scott Decker and City Administrator Dustin Dassinger to sign any necessary closing documents to complete the sale.

Dated this _____ day of September 2026.

_____
Scott Decker, President
Board of City Commissioners

ATTEST:

_____
Dustin Dassinger
City Administrator

CITY OF Dickinson North Dakota | Administration

To: City Commission

From: City Administrator Dustin Dassinger

Date: 09/30/26

Subject: Resolution Authorizing Sale and Signature

Commissioners,

The purpose of this resolution is to formally authorize the sale of the City-owned Armory and Law Enforcement Center (LEC) properties to Stark County and authorize the Mayor and City Administrator to execute the necessary closing documents.

Purchase Price: $2,210,000

• Buyer: Stark County

• Seller: City of Dickinson

• Properties: Armory and Law Enforcement Center

• Closing: Pursuant to the terms of the Purchase Agreement and August 4, 2026 Amendment

• Authorized Signatories: Mayor Scott Decker and City Administrator Dustin Dassinger

The transaction also preserves certain City interests associated with the LEC, including continued access to the indoor shooting range and use of existing fiber infrastructure, as established through the related agreements.

City Administration recommends approval.

Thank You,

Dustin Dassinger

City Administrator

MANUFACTURING DAY IN DICKINSON

A RESOLUTION PROCLAIMING OCTOBER 7, 2026 AS MANUFACTURING DAY IN DICKINSON

WHEREAS, the City of Dickinson has a strong history as a community supporting manufacturing and the approximately 1,500 stable, sustained jobs that manufacturers provide; and

WHEREAS, manufacturing is a cornerstone of innovation in our economy, and manufacturing firms fund most domestic corporate research and development and the resulting innovations and productivity growth improve our standard of living; and

WHEREAS, manufacturing also drives U.S. exports and is crucial for a strong national defense; and

WHEREAS, many opportunities exist for Dickinson area residents to utilize their skills and talents in manufacturing in order to improve their lives and those of their loved ones; and

WHEREAS, manufacturing diversifies the local economy thereby bringing sustainability to the community; and

WHEREAS; manufacturing is a significant creator of new wealth by means of sales outside of our area and outside of our State; and

WHEREAS; over 1,200 North Dakota companies provide excellent careers in manufacturing for over 26,000 people and are adding new jobs every day;

NOW THEREFORE, I, Scott Decker, President of the Board of City Commissioners of the City of Dickinson, do hereby proclaim October 7, 2026 as MANUFACTURING DAY IN DICKINSON, and encourage all citizens to consider the positive impact of modern manufacturing on their lives and its contribution to the success of Dickinson, Stark County, North Dakota, and the United States of America.

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

CITY OF Dickinson North Dakota

_____
City Commission President

_____
Attest: City Administrator

Date: _October 6, 2026_____

MFG DAY
OCTOBER 7, 2026
8:30 AM - 3:30 PM (MDT)
BIESIOT ACTIVITES CENTER
DICKINSON, ND
SPONSORED BY:
STEFFES
Fisher Industries
Baker Boy
TMi
KMM
Killdeer Mountain Manufacturing, Inc.
Visit with local employers, colleges, and workforce organizations to explore career paths, educational options, and future employment opportunities!

2027 Proposed Budget

Presented by: Deputy Finance Director, Katie Greenwood

Second Reading & Final Passage Consideration to Approve

CITY OF Dickinson North Dakota

General Fund Expenditures

- Overall **5.8%** increase
- Salaries & Benefits
  - Total **$22,096,150**
  - 2% COLA & 2% step increase
  - 8.5% health insurance increase

	2026 Ordinance	2027 Ordinance	Increase (Decrease)	
Administration	989,950	1,090,150	100,200	10.1%
Animal Control	329,800	346,250	16,450	5.0%
Assessing	684,300	718,600	34,300	5.0%
Buildings and Codes	695,200	731,750	36,550	5.3%
Buildings and Sites	1,591,500	1,682,250	90,750	5.7%
City Commission	230,200	229,200	(1,000)	-0.4%
Community Development Admin	388,100	402,850	14,750	3.8%
Contingency/Reserves & Transfers Out	1,784,610	1,684,000	(100,610)	-5.6%
DMV Branch Office	369,450	381,800	12,350	3.3%
Engineering	852,300	883,500	31,200	3.7%
Finance	917,600	733,175	(184,425)	-20.1%
Fire	3,644,800	3,772,450	127,650	3.5%
Forestry	246,900	252,300	5,400	2.2%
Human Resources	415,550	431,900	16,350	3.9%
Information Technology	1,261,700	1,701,800	440,100	34.9%
Marketing	219,100	242,675	23,575	10.8%
Municipal Court	834,650	935,450	100,800	12.1%
Museum	902,800	1,004,450	101,650	11.3%
Planning	177,100	196,025	18,925	10.7%
Police	9,417,450	9,782,000	364,550	3.9%
Public Works Administration	612,800	708,100	95,300	15.6%
Risk Management	155,650	145,700	(9,950)	-6.4%
Street	2,651,350	3,018,350	367,000	13.8%
Utility Billing	326,350	355,925	29,575	9.1%
Totals	29,699,210	31,430,650	1,731,440	5.8%

CITY OF Dickinson North Dakota

General Fund

- Property tax/fines/fees
  - **$13,934,600**
- Tax revenues/transfers
  - **$13,380,000**
- Cash on hand
  - **$4,116,050**
  - **Ending balance projected at $2.9M**

2027 General Fund Balancing			
General Fund Revenue	$	13,934,600	
General Fund Expenses	$	31,430,650	
	$	(17,496,050)	
1% Sales Tax Transfer	$	5,000,000	
1/2% Sales Tax Transfer	$	3,500,000	
Hospitality Transfer	$	500,000	
Future Fund Transfer	$	280,000	
Highway Tax Transfer	$	100,000	
Interest Rev Transfer	$	2,000,000	
Oil Impact Transfer	$	2,000,000	
	$	(4,116,050)	Over (Under)
Use of Cash on Hand	$	4,116,050	
	$	-	

CITY OF Dickinson North Dakota

All City Funds

- Overall decrease of **0.4%**
- Capital projects **$34,521,000**

	2026 Ordinance	2027 Ordinance	Increase (Decrease)	
General Fund	29,699,210	31,430,650	1,731,440	5.8%
Special Revenue Funds				
1% Sales Tax	14,870,100	12,822,000	(2,048,100)	-13.8%
1/2% Sales Tax	3,750,000	5,375,000	1,625,000	43.3%
Cemetery	186,750	182,150	(4,600)	-2.5%
Downtown Streetscape	25,000	-	(25,000)	-100.0%
Emergency Medical Services	2,660,350	2,590,700	(69,650)	-2.6%
Future Fund	280,000	299,200	19,200	6.9%
Highway Tax	1,100,000	1,100,000	-	0.0%
Hospitality Tax	1,873,500	1,880,000	6,500	0.3%
Legacy Square	521,900	460,850	(61,050)	-11.7%
Library	1,450,650	1,618,300	167,650	11.6%
Oil Impact	24,792,000	16,096,950	(8,695,050)	-35.1%
Enterprise/Proprietary Funds				
Solid Waste	8,095,650	12,721,950	4,626,300	57.1%
Storm Water	285,700	837,700	552,000	193.2%
Wastewater	5,172,700	6,411,000	1,238,300	23.9%
Water Distribution	8,366,150	9,449,150	1,083,000	12.9%
Water Reclamation Facility	3,967,250	4,692,350	725,100	18.3%
Other Funds				
Fleet (Internal Service)	1,505,450	1,540,450	35,000	2.3%
Interest Revenue	2,235,000	3,434,350	1,199,350	53.7%
Capital Project Funds				
Sidewalk	100,000	100,000	-	0.0%
Annual Streets	11,805,695	15,634,950	3,829,255	32.4%
General Capital Projects	11,930,500	11,123,000	(807,500)	-6.8%
Debt Service Funds				
SRF Debt Service	5,700,000	-	(5,700,000)	-100.0%
Totals	**140,373,555**	**139,800,700**	**(572,855)**	**-0.4%**
Totals without Interfund Transfers	**99,057,325**	**102,210,450**		

CITY OF Dickinson North Dakota

Enterprise Funds

Fund	Proposed Use of Reserves	Ending Cash Balance	Balance w/o Reserves
Solid Waste	$100,400	$1,818,600	($280,700)
Storm	$502,700	$925,350	$806,350
Water	$656,150	$3,659,950	$760,550
Wastewater/WRF	$2,839,950	$12,770,900	$5,592,750

CITY OF Dickinson North Dakota

Questions/Comments?

Thank you!!

CITY OF Dickinson North Dakota

2027 Proposed Fee Schedule

Presented by: Deputy Finance Director, Katie Greenwood

Consideration to Approve

CITY OF Dickinson North Dakota

Rate Change Summary

- **Water**
  - Increase meter base rate
  - No change to consumption rate
- **Solid Waste**
  - Residential: $25/mo
  - Commercial: 5% increase
- **Wastewater**
  - Residential: Flat rate of $25/mo
    - No consumption rate
  - Commercial: 10% increase
  - Includes public sewer backup & watermain break coverage

CITY OF Dickinson North Dakota

Water Changes

DIVISION	DESCRIPTION	2026 RATE	FEE
WATER RATES	Inside City Limits		
	~~Non-Metered Customer (Well)~~		~~$5.50 per month~~
	~~Disconnected Meter Base Rate~~		~~$5.50 per month~~
	5/8" Meter	$7.23 per month	$10.00 per month
	3/4" Meter	$11 per month	$13.75 per month
	1" Meter	$16.50 per month	$20.65 per month
	1 1/2" Meter	$31.90 per month	$39.90 per month
	2" Meter	$53.90 per month	$67.40 per month
	3" Meter	$83.60 per month	$104.50 per month
	4" Meter	$143 per month	$178.75 per month
	6" Meter	$297 per month	$371.25 per month

MISCELLANEOUS	Meter Check labor service call	$30.00 plus actual cost to replace inventory if applicable	$50.00 plus actual cost to replace inventory if applicable
	Utility Bill late fee		1.75% of amount due per month
	Utility Disconnect fee (non-delinquent)	$25 per month	$50.00
	Utility Re-connect fee (delinquent account)		$100.00

CITY OF Dickinson North Dakota

Wastewater Changes

SEWER RATES	Inside City Limits		
	Residential Non-Metered Customer (Well)	$27.50 per month	$30.25 per month
	Residential Base Rate	$14.30 per month	$25.00 per month
	Commercial/Industrial Base Rate		
	Minimum (including non-metered)	$26.40 per month	$29.05 per month
	1-1/2 inch water meter	$38.50 per month	$42.60 per month
	2 inch water meter	$50.60 per month	$55.90 per month
	3 inch water meter	$66.00 per month	$72.85 per month
	4 inch water meter	$143.00 per month	$157.55 per month
	6 inch water meter	$330.00 per month	$363.25 per month
	Outside City Limits		
	Residential		Equivalent Residential Base Rate plus 10% and costs of chemical pretreatment
	Non-Residential	Equivalent City Base Rate plus 35% and costs of chemical pretreatment	Equivalent Residential Base Rate plus 10% and costs of chemical pretreatment
	~~Dakota Prairie Refining Base Rate~~		~~$19.31 per EDU (2,402 EDU=$46,382.62)~~
	~~Dickinson Rail Terminal~~		~~$19.31 per EDU (86 EDU=$1,660.66)~~
	~~Baker Boy Base Rate~~		~~$19.31 per EDU (55 EDU=$1,062.05)~~
	~~Martin Construction~~		~~$19.31 per EDU~~
	Equivalent Dwelling Unit (EDU)=5,000 gallons per month		$27.50 per EDU
	Commercial Sewer Usage Rate	$3.00 per 1,000 gallons	**$3.30 per 1,000 gallons**
	~~Residential Summer Usage Cap~~		~~5,000 gallons~~

CITY OF Dickinson North Dakota

Solid Waste Changes

DIVISION	DESCRIPTION	2026 RATE	FEE
BALER	Minimal Disposal Fee	$3 flat fee	$5 flat fee
BUILDING	Scale Use (outside use for weighing loads)		$25 each
FEES	Disposal Without Approval		$150 per offense
RESIDENTIAL COLLECTION/ RECYCLING	Single Family	$21 per month	$25 per month
	Additional container	$10.50 each	$12.50 each
	Multiple - 2 units	$42 per month	$50 per month
	Multiple - 3 units	$63 per month	$75 per month
	Additional Recycle Container	$10.50 per month	$12.50 per month
	Requested Rear Load Collection		$20, limited restrictions
	Containers Purchase Price (subject to change)		
	2 yd	$1,011	$1,061.55 each
	3 yd	$1,032	$1,083.60 each
	4 yd	$1,215	$1,275.75 each
	6 yd	$1,454	$1,526.70 each
	8 yd	$1,564	$1,642.20 each
	96 gal	$70	$73.50 each
	300 gal	$350	$367.50 each
	Bulky Item		$20 each
	Extra pickup		$20 each
	Extra garbage	$8 per yard	$8.40 per yard

CITY OF Dickinson North Dakota

Solid Waste Changes

SMALL BUSINESS/ COMMERCIAL	96 Gallon Container		
	Once per week	$21	$25
	Twice per week	$42	$50
	Three times per week	$63	$75
	On-Call	$10.50	$12.50
	Commercial Roll-off		
	Hauling Fee	$125 each	$131.25 each
	Hauling Fee - Roll-off Compactor	$225 each	$236.25 each
	Tipping Fee		varies according to material
	Container Rent (daily rate)	$15 per day	$15.75 per day
	Container Rent without Lid (20 yd)	$100 per month	$105 per month
	Container Rent with Lid (25 yd)	$150 per month	$157.50 per month
	Container Rent without Lid (30 yd)	$150 per month	$157.50 per month

Commercial Solid Waste Collection Rates	1.5YD/ 300GAL	2 Yards	3 Yards	4 Yards	6 Yards	8 Yards	~~6 YD Compactor~~
Once Per Week	$ 42.08	$ 49.55	$ 66.76	$ 90.13	$ 121.67	$ 164.26	~~$ 250.30~~
Twice Per Week	$ 84.17	$ 98.91	$ 133.53	$ 180.25	$ 243.35	$ 328.52	~~$ 500.60~~
Three Times Per Week	$ 126.26	$ 148.37	$ 200.29	$ 257.51	$ 365.02	$ 492.79	~~$ 750.91~~
Four Times Per Week	$ 168.35	$ 197.81	$ 267.05	$ 360.41	$ 486.70	$ 657.03	~~$ 1,001.21~~
Five Times Per Week	N/A	$ 247.26	$ 333.82	$ 450.65	$ 608.37	$ 821.30	~~$ 1,251.51~~
Once Per Month	$ 21.04	$ 24.73	$ 33.38	$ 45.07	$ 60.84	$ 82.13	~~$ 125.15~~
Twice Per Month	$ 31.56	$ 37.09	$ 50.07	$ 67.60	$ 91.26	$ 123.20	~~$ 187.73~~
On Call	$ 21.04	$ 24.73	$ 33.38	$ 45.07	$ 60.84	$ 82.13	~~$ 125.15~~
Rent/Month	$ 10.50	$ 16.03	$ 16.94	$ 25.88	$ 29.00	$ 32.39	~~$ 129.14~~

CITY OF Dickinson North Dakota

Other Changes

PROPERTY CODE COMPLIANCE	Lot Mowing, Weed Control, Sidewalk Snow Removal		$500 per hour, $500 min

PERMITS		**Residential**	**Commercial**
	Concrete Permit (for new construction only)	$150	$500
	Plan/Plat Review	$0	$200 per hour
	Floodplain Development Permit Application	$150	$150
	Re-Review Fee		$100
	Storm Water Permit	$100	$250
	Failure to obtain Storm Water Mgmt. Permit	$250	$1,000
	Non-compliance	$250	$250
	Re-inspection	$200	$200
	Utilities Permits (new construction only)	$100	$500
	Construction Inspection		10% of the bid price
	FIRM Modifications Plan Review/Re-Review		$2,000 per acre, not to exceed $12,000 per review
	Re-Inspection Fee		$200 per inspection
	Oil Well Permits		$1,000 per application
	Utility Crossing Permit (Non Franchise)		$1,000 per application
	**Fees may be waived for state, municipality, & non-profit agencies*		

CITY OF Dickinson North Dakota

Other Changes

POLICE	Accident Report		$7 each
	Alarm Response fee		
	Residential		$50 per occurrence
	Commercial		$100 per occurrence
	Bodycam and Traffic Requests		
	Body Cam CD/DVD Unredacted		$10 plus hourly rate
	Body Cam CD/DVD Redacted		$20 plus hourly rate
	Traffic Cam CD/DVD Unredacted		$10 plus hourly rate
	Traffic Cam CD/DVD Redacted		$20 plus hourly rate
	Body and Traffic Cam		$25 per hour excluding initial hour
	Copy of audio/video evidence		$5 each
	Fingerprints		$10 each
	~~One set~~		~~$10~~
	~~Each Additional Set~~		~~$5~~
	Impound Vehicle fee		$50 plus towing fee
	Incident Report		$0.25 per sheet, $25 per hour, excluding initial hour

CITY OF Dickinson North Dakota

Questions/Comments?

Thank you!!

CITY OF Dickinson North Dakota

2027 General Fund Budget Recap Comparison of the Expenditures by Department

	2026 Ordinance	2027 Ordinance	Increase (Decrease)	
Administration	989,950	1,090,150	100,200	10.1%
Animal Control	329,800	346,250	16,450	5.0%
Assessing	684,300	718,600	34,300	5.0%
Buildings and Codes	695,200	731,750	36,550	5.3%
Buildings and Sites	1,591,500	1,682,250	90,750	5.7%
City Commission	230,200	229,200	(1,000)	-0.4%
Community Development Admin	388,100	402,850	14,750	3.8%
Contingency/Reserves & Transfers Out	1,784,610	1,684,000	(100,610)	-5.6%
DMV Branch Office	369,450	381,800	12,350	3.3%
Engineering	852,300	883,500	31,200	3.7%
Finance	917,600	733,175	(184,425)	-20.1%
Fire	3,644,800	3,772,450	127,650	3.5%
Forestry	246,900	252,300	5,400	2.2%
Human Resources	415,550	431,900	16,350	3.9%
Information Technology	1,261,700	1,701,800	440,100	34.9%
Marketing	219,100	242,675	23,575	10.8%
Municipal Court	834,650	935,450	100,800	12.1%
Museum	902,800	1,004,450	101,650	11.3%
Planning	177,100	196,025	18,925	10.7%
Police	9,417,450	9,782,000	364,550	3.9%
Public Works Administration	612,800	708,100	95,300	15.6%
Risk Management	155,650	145,700	(9,950)	-6.4%
Street	2,651,350	3,018,350	367,000	13.8%
Utility Billing	326,350	355,925	29,575	9.1%
Totals	29,699,210	31,430,650	1,731,440	5.8%

2027 Budget Recap Comparison of the Total Budget Expenditures by Fund

	2026 Ordinance	2027 Ordinance	Increase (Decrease)	
General Fund	29,699,210	31,430,650	1,731,440	5.8%
Special Revenue Funds				
1% Sales Tax	14,870,100	12,822,000	(2,048,100)	-13.8%
1/2% Sales Tax	3,750,000	5,375,000	1,625,000	43.3%
Cemetery	186,750	182,150	(4,600)	-2.5%
Downtown Streetscape	25,000	-	(25,000)	-100.0%
Emergency Medical Services	2,660,350	2,590,700	(69,650)	-2.6%
Future Fund	280,000	299,200	19,200	6.9%
Highway Tax	1,100,000	1,100,000	-	0.0%
Hospitality Tax	1,873,500	1,880,000	6,500	0.3%
Legacy Square	521,900	460,850	(61,050)	-11.7%
Library	1,450,650	1,618,300	167,650	11.6%
Oil Impact	24,792,000	16,096,950	(8,695,050)	-35.1%
Enterprise/Proprietary Funds				
Solid Waste	8,095,650	12,721,950	4,626,300	57.1%
Storm Water	285,700	837,700	552,000	193.2%
Wastewater	5,172,700	6,411,000	1,238,300	23.9%
Water Distribution	8,366,150	9,449,150	1,083,000	12.9%
Water Reclamation Facility	3,967,250	4,692,350	725,100	18.3%
Other Funds				
Fleet (Internal Service)	1,505,450	1,540,450	35,000	2.3%
Interest Revenue	2,235,000	3,434,350	1,199,350	53.7%
Capital Project Funds				
Sidewalk	100,000	100,000	-	0.0%
Annual Streets	11,805,695	15,634,950	3,829,255	32.4%
General Capital Projects	11,930,500	11,123,000	(807,500)	-6.8%
Debt Service Funds				
SRF Debt Service	5,700,000	-	(5,700,000)	-100.0%
Totals	**140,373,555**	**139,800,700**	**(572,855)**	**-0.4%**
Totals without Interfund Transfers	**99,057,325**	**102,210,450**		

2027 General Fund Balancing				
General Fund Revenue	$	13,934,600		
General Fund Expenses	$	31,430,650		
	$	(17,496,050)		
1% Sales Tax Transfer	$	5,000,000		
1/2% Sales Tax Transfer	$	3,500,000		
Hospitality Transfer	$	500,000		
Future Fund Transfer	$	280,000		
Highway Tax Transfer	$	100,000		
Interest Rev Transfer	$	2,000,000		
Oil Impact Transfer	$	2,000,000		
	$	(4,116,050)	Over (Under)	
Use of Cash on Hand	$	4,116,050		
	$	-		

General Fund Revenue

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
100-0000-311-00-00	Taxes / General Property Taxes	$4,515,000.00	$4,734,300.00	$219,300.00	5%
100-0000-311-10-00	General Property Taxes / Delinquent	$25,000.00	$50,000.00	$25,000.00	100%
100-0000-311-20-00	General Property Taxes / PILOT	$0.00	$0.00	$0.00	
100-0000-312-00-00	Taxes / Telecommunications Tax	$42,000.00	$42,000.00	$0.00	0%
100-0000-312-10-00	Taxes / Regular Electric	$0.00	$0.00	$0.00	
100-0000-318-10-00	Franchise Fees / Cable TV Fees	$110,000.00	$110,000.00	$0.00	0%
100-0000-319-10-00	Other Taxes / Penalties & Interest	$10,000.00	$1,500.00	($8,500.00)	-85%
100-0000-321-10-00	Business Licenses / Alcoholic Beverages	$130,000.00	$120,000.00	($10,000.00)	-8%
100-0000-321-15-00	Business Licences/Retail Tobacco Dealer	$2,500.00	$2,500.00	$0.00	0%
100-0000-321-20-05	Professional Licenses / Plumbers License	$2,000.00	$2,300.00	$300.00	15%
100-0000-321-20-06	Professional Licenses / Public Concrete License	$1,500.00	$2,000.00	$500.00	33%
100-0000-321-20-07	Campground/Mobile Home License	$1,000.00	$1,000.00	$0.00	0%
100-0000-321-20-09	Professional Licenses / Pawnbrokers License	$50.00	$50.00	$0.00	0%
100-0000-321-20-10	Professional Licenses / Transient Merchants Lic-	$2,000.00	$2,000.00	$0.00	0%
100-0000-321-20-11	Professional Licenses / Pesticide License	$300.00	$300.00	$0.00	0%
100-0000-321-20-12	Professional Licenses / Tree Trimming License	$800.00	$750.00	($50.00)	-6%
100-0000-321-20-13	Professional Licenses / Excavation License	$2,000.00	$1,900.00	($100.00)	-5%
100-0000-321-20-14	Professional Licenses / Uniform County Permits	$40,000.00	$44,000.00	$4,000.00	10%
100-0000-321-30-01	Amusement Licenses / Games Of Chance Permit	$3,000.00	$3,000.00	$0.00	0%
100-0000-321-30-02	Amusement Licenses / Carnival & Circus	$100.00	$100.00	$0.00	0%
100-0000-321-30-03	Amusement Licenses / Bicycle License	$0.00	$0.00	$0.00	
100-0000-321-30-04	Amusement Licenses / Dog & Cat License	$1,200.00	$1,000.00	($200.00)	-17%
100-0000-321-40-00	Building Structures / Fence Permit	$0.00	$200.00	$200.00	
100-0000-321-40-01	Building Structures / Plumber Permit	$9,000.00	$10,500.00	$1,500.00	17%
100-0000-321-40-02	Building Structures / Building Permit	$300,000.00	$325,000.00	$25,000.00	8%
100-0000-321-40-03	Building Structures / Mechanical Permit	$10,000.00	$12,000.00	$2,000.00	20%
100-0000-321-40-04	Building Structures / Sign Permit	$5,000.00	$5,000.00	$0.00	0%
100-0000-321-40-05	Building Structures / Excavation Permit	$8,000.00	$10,000.00	$2,000.00	25%
100-0000-321-40-06	Building Structures / Moving Permit	$100.00	$100.00	$0.00	0%
100-0000-321-40-08	Building Structures / Dwelling Cost & Other	$0.00	$100.00	$100.00	
100-0000-321-40-09	Building Structures / Zoning Petition	$20,000.00	$22,000.00	$2,000.00	10%
100-0000-321-40-10	Building Structures / Concrete Permit	$10,000.00	$11,000.00	$1,000.00	10%
100-0000-321-40-11	Building Structures / Stark County Permitting	$65,000.00	$100,000.00	$35,000.00	54%
100-0000-321-50-01	Motor Vehicle Licenses / Taxicab	$100.00	$100.00	$0.00	0%
100-0000-335-10-02	Property Tax / Homestead Credit	$50,000.00	$105,000.00	$55,000.00	110%
100-0000-335-10-03	Property Tax / Mobile Homes & Other	$28,000.00	$28,000.00	$0.00	0%
100-0000-335-30-00	State Aid Distribution / State Aid Distribution	$1,500,000.00	$1,950,000.00	$450,000.00	30%
100-0000-335-50-00	State Aid Distribution / State Gaming Revenue	$20,000.00	$20,000.00	$0.00	0%
100-0000-335-60-00	State Aid Distribution / Cigarette Tax	$45,000.00	$35,000.00	($10,000.00)	-22%
100-0000-337-10-00	Local Govt- Revenue / Dispatch Revenue	$435,200.00	$489,300.00	$54,100.00	12%
100-0000-337-11-00	Local Govt- Revenue / Dunn County	$0.00	$200.00	$200.00	
100-0000-337-12-00	Local Govt- Revenue / Stark County	$5,000.00	$20,000.00	$15,000.00	300%
100-0000-337-13-00	Local Govt. Revenue / Billings County	$0.00	$150.00	$150.00	
100-0000-337-14-00	Local Govt. Revenue / Dickinson Public Schools	$215,000.00	$280,000.00	$65,000.00	30%
100-0000-337-15-00	Local Govt. Revenue / Dickinson State University	$25,000.00	$25,000.00	$0.00	0%
100-0000-340-10-03	Engineering Department / Plans & Specs	$20,000.00	$25,000.00	$5,000.00	25%
100-0000-340-20-01	Police Department / Police Services	$2,500.00	$2,500.00	$0.00	0%
100-0000-340-20-02	Police Department / Overtime Parking	$5,000.00	$5,000.00	$0.00	0%
100-0000-340-20-04	Police Department / Office Fees & Reports	$5,000.00	$5,000.00	$0.00	0%
100-0000-340-20-05	Police Department / Burglar Alarms	$1,500.00	$1,500.00	$0.00	0%
100-0000-340-20-06	Police Department / Animal Impound	$6,000.00	$6,500.00	$500.00	8%
100-0000-340-20-07	Police Department / Handicap Parking	$2,000.00	$2,000.00	$0.00	0%

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
100-0000-340-20-08	Police Department/Community Service	$12,000.00	$7,500.00	($4,500.00)	-38%
100-0000-340-30-01	Rents & Royalties / Leases,Easements,Royalties	$50,000.00	$40,000.00	($10,000.00)	-20%
100-0000-340-30-03	Rents & Royalties / Land Rent	$20,000.00	$20,000.00	$0.00	0%
100-0000-340-30-06	Rents & Royalties / Other City Property Rent	$500.00	$250.00	($250.00)	-50%
100-0000-340-40-02	Street Department / Other Street Services	$15,000.00	$15,000.00	$0.00	0%
100-0000-340-50-01	Finance/Auditor / Administration Fees	$3,000.00	$3,000.00	$0.00	0%
100-0000-340-50-02	Finance/Auditor / Copies / Publications / Codes	$100.00	$100.00	$0.00	0%
100-0000-340-50-03	Finance/Auditor / Street Light Utility	$395,000.00	$395,000.00	$0.00	0%
100-0000-340-50-04	Finance/Auditor / Storm Water Admin Fees	$51,000.00	$48,900.00	($2,100.00)	-4%
100-0000-340-50-05	Finance/Auditor / Water Administration Fees	$1,267,450.00	$1,478,600.00	$211,150.00	17%
100-0000-340-50-06	Finance/Auditor / Waste Water Admin Fees	$423,450.00	$553,300.00	$129,850.00	31%
100-0000-340-50-07	Finance/Auditor / Solid Waste Admin Fees	$927,750.00	$1,274,000.00	$346,250.00	37%
100-0000-340-50-10	Finance/Auditor-WWTR Plant Administration Fee	$413,400.00	$536,200.00	$122,800.00	30%
100-0000-340-50-11	Finance/Auditor / Weed Control	$55,000.00	$45,000.00	($10,000.00)	-18%
100-0000-351-10-00	Fines / Municipal Court	$300,000.00	$325,000.00	$25,000.00	8%
100-0000-352-10-01	Motor Vehicle Dept / Kiosk Revenue	$24,000.00	$25,000.00	$1,000.00	4%
100-0000-352-10-02	Motor Vehicle Dept / ATM Revenue	$500.00	$400.00	($100.00)	-20%
100-0000-352-10-03	Motor Vehicle Dept / CC Fees Collected	$0.00	$36,000.00	$36,000.00	
100-0000-352-20-01	Motor Vehicle Dept / Gross Daily Receipts	$350,000.00	$300,000.00	($50,000.00)	-14%
100-0000-362-10-00	Sale Of Property / Sale Of City Lots	$50,000.00	$0.00	($50,000.00)	-100%
100-0000-363-00-00	Miscellaneous Revenues / Special Assessments	$5,000.00	$2,000.00	($3,000.00)	-60%
100-0000-369-00-00	Miscellaneous Revenues / Miscellaneous Revenue	$60,000.00	$50,000.00	($10,000.00)	-17%
100-0000-369-00-01	Miscellaneous Revenue - Museum Revenue	$160,000.00	$160,000.00	$0.00	0%
100-0000-369-00-02	Miscellaneous Revenue - Code Enforcement Revenue	$500.00	$500.00	$0.00	0%
100-0000-369-00-50	General Fund - Fire Inspection Fees	$4,500.00	$4,000.00	($500.00)	-11%
	Total General Fund Revenue	**$12,269,000.00**	**$13,934,600.00**	$1,665,600.00	14%
100-0000-391-20-10	Special Revenue Funds / City Sales Tax II	$5,000,000.00	$5,000,000.00	$0.00	0%
100-0000-391-20-11	Special Revenue Funds / City Sales Tax III	$2,500,000.00	$3,500,000.00	$1,000,000.00	40%
100-0000-391-20-18	Special Revenue Funds / Future Fund	$280,000.00	$280,000.00	$0.00	0%
100-0000-391-20-19	Special Revenue Funds / Oil Impact Fund	$0.00	$2,000,000.00	$2,000,000.00	
100-0000-391-20-22	Special Revenue Funds / Hospitality Tax	$1,500,000.00	$500,000.00	($1,000,000.00)	-67%
100-0000-391-40-62	Transfer In / Trails Construction	$1,582,400.00	$0.00	($1,582,400.00)	-100%
100-0000-391-70-06	Special Revenue Funds / Highway Tax	$1,100,000.00	$100,000.00	($1,000,000.00)	-91%
100-0000-391-70-07	Transfer In / Interest Revenue	$2,000,000.00	$2,000,000.00	$0.00	0%
	Total Transfers In	**$13,962,400.00**	**$13,380,000.00**	($582,400.00)	-4%
	Total General Fund Revenue	**$26,231,400.00**	**$27,314,600.00**	$1,083,200.00	4%
	Use of Cash on Hand	**$3,467,810.00**	**$4,116,050.00**	$648,240.00	19%
	Total General Fund Expenditures	**$29,699,210.00**	**$31,430,650.00**	$1,731,440.00	6%
	Gain (Loss)	$0.00	$0.00	$0.00	0%

1% Sales & Use Tax

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
210-0000-319-20-00	1% Sales Tax Collections	$7,457,925.00	$8,001,000.00	$543,075.00	7%
	Total Revenue	**$7,457,925.00**	**$8,001,000.00**	$543,075.00	7%
210-0000-491-10-00	Transfer Out / General Fund	$5,000,000.00	$5,000,000.00	$0.00	0%
210-0000-491-60-02	Transfer Out / Wastewater Fund	$0.00	$2,000,000.00	$2,000,000.00	
	Total 50% Share	**$5,000,000.00**	**$7,000,000.00**	$2,000,000.00	40%
210-0000-491-20-14	Transfer Out / Legacy Square	$250,000.00	$400,000.00	$150,000.00	60%
210-0000-491-40-60	Transfer Out / Sidewalk	$100,000.00	$0.00	($100,000.00)	-100%
210-0000-491-40-68	Transfer Out / General Capital Projects	$0.00	$975,000.00	$975,000.00	
210-0000-491-60-03	Transfer Out / Solid Waste	$0.00	$1,000,000.00	$1,000,000.00	
210-4400-461-08-00	Subsidies	$62,500.00	$2,000,000.00	$1,937,500.00	3100%
210-4400-461-07-20	Buildings & Structures	$7,580,000.00	$0.00	($7,580,000.00)	-100%
210-4400-461-07-30	Imp. Other Than Buildings	$540,600.00	$0.00	($540,600.00)	-100%
	Total 30% Share	**$8,533,100.00**	**$4,375,000.00**	($4,158,100.00)	-49%
210-4400-461-08-01	Subsidies/Job Development	$950,000.00	$1,000,000.00	$50,000.00	5%
210-4400-461-08-02	Eldercare/Public Transit/Utilities	$267,000.00	$267,000.00	$0.00	0%
210-4400-461-08-00	Subsidies	$0.00	$60,000.00	$60,000.00	
210-4400-461-08-03	Subsides/SW Regional Grant	$60,000.00	$60,000.00	$0.00	0%
210-4400-461-08-04	Subsidies/Senior Citizen	$60,000.00	$60,000.00	$0.00	0%
	Total 20% Share	**$1,337,000.00**	**$1,447,000.00**	$110,000.00	8%
	Total Budget	**$14,870,100.00**	**$12,822,000.00**	($2,048,100.00)	-14%

1/2% Sales & Use Tax

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
211-0000-319-20-00	1/2% Sales Tax Collections	$3,600,000.00	$3,998,000.00	$398,000.00	11%
	Total Revenue	**$3,600,000.00**	**$3,998,000.00**	$398,000.00	11%
211-0000-491-10-00	Transfer Out / General Fund	$2,500,000.00	$3,500,000.00	$1,000,000.00	40%
211-0000-491-20-54	Transfer Out / Library	$250,000.00	$375,000.00	$125,000.00	50%
211-4400-461-08-00	Park & Rec Subsidy	$1,000,000.00	$1,500,000.00	$500,000.00	50%
	Total Expenditures	**$3,750,000.00**	**$5,375,000.00**	$1,625,000.00	43%
	Total Budget	**$3,750,000.00**	**$5,375,000.00**	$1,625,000.00	43%

Future Fund

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
218-0000-361-10-01	Interest Earned	$0.00	$200,000.00	$200,000.00	
218-0000-391-10-00	Transfer In General Fund	$25,000.00	$28,000.00	$3,000.00	12%
	Total Revenue	**$25,000.00**	**$228,000.00**	$203,000.00	812%
218-0000-491-10-00	Transfer Out / General Fund	$280,000.00	$280,000.00	$0.00	0%
218-0000-491-20-10	Transfer Out / 1% Sales Tax	$0.00	$0.00	$0.00	
218-9600-800-03-16	Trust Fees	$0.00	$19,200.00	$19,200.00	
	Total Expenditures	**$280,000.00**	**$299,200.00**	$19,200.00	7%
	Total Budget	**$280,000.00**	**$299,200.00**	$19,200.00	7%

Highway Distribution Tax

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
223-0000-335-70-00	Highway Distribution Tax	$1,100,000.00	$1,100,000.00	$0.00	0%
	Total Revenue	**$1,100,000.00**	**$1,100,000.00**	$0.00	0%
223-0000-491-10-00	Transfer Out / General Fund	$1,100,000.00	$100,000.00	($1,000,000.00)	-91%
223-0000-491-40-66	Transfer Out / Annual Streets	$0.00	$1,000,000.00	$1,000,000.00	
	Total Expenditures	**$1,100,000.00**	**$1,100,000.00**	$0.00	0%
	Total Budget	**$1,100,000.00**	**$1,100,000.00**	$0.00	0%

Hospitality Tax

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
222-0000-319-31-00	Hospitality Tax Collections	$1,300,000.00	$1,300,000.00	$0.00	0%
	Total Revenue	**$1,300,000.00**	**$1,300,000.00**	$0.00	0%
222-0000-491-10-00	Transfer Out / General Fund	$1,500,000.00	$500,000.00	($1,000,000.00)	-67%
222-0000-491-20-14	Transfer Out / Legacy Square	$250,000.00	$50,000.00	($200,000.00)	-80%
222-0000-491-20-47	Transfer Out / Museum Special Revenue	$0.00	$95,000.00	$95,000.00	
222-0000-491-40-68	Transfer Out / General Capital Projects	$0.00	$1,115,500.00	$1,115,500.00	
222-0000-519-08-00	Subsidies/Other	$61,000.00	$57,000.00	($4,000.00)	-7%
222-0000-519-08-03	Chamber of Commerce	$12,500.00	$12,500.00	$0.00	0%
222-0000-519-08-07	CVB Event Grant	$50,000.00	$50,000.00	$0.00	0%
	Total Expenditures	**$1,873,500.00**	**$1,880,000.00**	$6,500.00	0%
	Total Budget	**$1,873,500.00**	**$1,880,000.00**	$6,500.00	0%

Oil Impact

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
219-0000-335-90-01	Oil & Gas Production Tax	$15,000,000.00	$15,800,000.00	$800,000.00	5%
	Total Revenue	**$15,000,000.00**	**$15,800,000.00**	$800,000.00	5%
219-0000-491-10-00	Transfer Out / General Fund	$0.00	$2,000,000.00	$2,000,000.00	
219-0000-491-30-16	Transfer Out / SRF Debt Service	$5,700,000.00	$0.00	($5,700,000.00)	-100%
219-0000-491-40-66	Transfer Out / Annual Streets	$5,000,000.00	$6,560,000.00	$1,560,000.00	31%
219-0000-491-40-68	Transfer Out / General Capital Projects	$0.00	$2,745,900.00	$2,745,900.00	
219-0000-491-60-02	Transfer Out / Wastewater	$0.00	$900,000.00	$900,000.00	
219-0000-491-60-03	Transfer Out / Solid Waste	$0.00	$3,891,050.00	$3,891,050.00	
219-0000-489-80-40	Oil Impact Contingency	$14,092,000.00	$0.00	($14,092,000.00)	-100%
	Total Expenditures	**$24,792,000.00**	**$16,096,950.00**	($8,695,050.00)	-35%
	Total Budget	**$24,792,000.00**	**$16,096,950.00**	($8,695,050.00)	-35%

Interest Revenue

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
707-0000-361-10-01	Interest Income	$1,600,000.00	$1,900,000.00	$300,000.00	19%
	Total Revenue	**$1,600,000.00**	**$1,900,000.00**	$300,000.00	19%
707-0000-491-10-00	Transfer Out / General Fund	$2,000,000.00	$2,000,000.00	$0.00	0%
707-0000-491-20-41	Transfer Out / PD Special Revenue	$85,000.00	$0.00	($85,000.00)	-100%
707-0000-491-20-46	Transfer Out / EMS	$0.00	$350,000.00	$350,000.00	
707-0000-491-60-01	Transfer Out / Water Distribution	$0.00	$0.00	$0.00	
707-0000-491-60-03	Transfer Out / Solid Waste	$0.00	$834,350.00	$834,350.00	
707-0000-491-80-11	Transfer Out / City Pension	$150,000.00	$250,000.00	$100,000.00	67%
	Total Expenditures	**$2,235,000.00**	**$3,434,350.00**	$1,199,350.00	54%
	Total Budget	**$2,235,000.00**	**$3,434,350.00**	$1,199,350.00	54%

ARPA

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
242-0000-491-26-72	Transfer Out / Ambulance	$588,780.00	$0.00	($588,780.00)	-100%
242-5800-489-03-22	Contracted Labor	$0.00	$0.00	$0.00	
242-5800-489-03-31	Engineering Fees	$0.00	$0.00	$0.00	
242-5800-489-07-40	Equipment	$0.00	$0.00	$0.00	
242-0000-519-08-00	Subsidies	$125,000.00	$0.00	($125,000.00)	-100%
	Total Operating Expenditures	**$713,780.00**	**$0.00**	($713,780.00)	-100%
	Total Budget	**$713,780.00**	**$0.00**	($713,780.00)	-100%

*Fund closed out in 2026

Administration

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
100-0300-410-01-10	Full-Time Employees	$457,000.00	$470,600.00	$13,600.00	3%
100-0300-410-01-30	Overtime	$200.00	$200.00	$0.00	0%
100-0300-410-02-10	Group Insurance	$103,800.00	$113,300.00	$9,500.00	9%
100-0300-410-02-20	FICA/Medicare	$34,800.00	$35,800.00	$1,000.00	3%
100-0300-410-02-40	Retirement	$34,800.00	$27,400.00	($7,400.00)	-21%
100-0300-410-02-50	Unemployment	$1,300.00	$950.00	($350.00)	-27%
100-0300-410-02-60	Workers Compensation	$1,100.00	$1,200.00	$100.00	9%
100-0300-410-02-90	Other Employee Benefits	$2,100.00	$2,100.00	$0.00	0%
	Total Wage & Benefit Cost	**$635,100.00**	**$651,550.00**	$16,450.00	3%
100-0300-410-03-11	Committee & Board Mtgs	$0.00	$900.00	$900.00	
100-0300-410-03-21	Attorney's Fees	$190,000.00	$192,000.00	$2,000.00	1%
100-0300-410-03-22	Contracted Labor	$1,000.00	$1,000.00	$0.00	0%
100-0300-410-03-90	Associations	$31,500.00	$30,200.00	($1,300.00)	-4%
100-0300-410-05-20	Insurance	$75,500.00	$85,000.00	$9,500.00	13%
100-0300-410-05-30	Telephone & Radio	$1,600.00	$36,000.00	$34,400.00	2150%
100-0300-410-05-40	Advertising	$500.00	$500.00	$0.00	0%
100-0300-410-05-50	Printing Supplies	$500.00	$500.00	$0.00	0%
100-0300-410-05-60	Clothing Allowance	$750.00	$0.00	($750.00)	-100%
100-0300-410-05-64	Technology	$10,500.00	$12,000.00	$1,500.00	14%
100-0300-410-05-70	Recognition Banquet	$12,000.00	$12,000.00	$0.00	0%
100-0300-410-05-71	Tuition Reimbursement	$20,000.00	$16,000.00	($4,000.00)	-20%
100-0300-410-05-80	Travel & Seminars	$4,000.00	$8,000.00	$4,000.00	100%
100-0300-410-06-15	Operating Supplies	$7,000.00	$10,000.00	$3,000.00	43%
100-0300-410-06-16	General Suppleis / Postage	$0.00	$34,500.00	$34,500.00	
	Total Operating Expenditures	**$354,850.00**	**$438,600.00**	$83,750.00	24%
	Total Capital Purchases	**$0.00**	**$0.00**	$0.00	0%
	Total Budget	**$989,950.00**	**$1,090,150.00**	$100,200.00	10%

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
100-1200-423-01-10	Full-Time Employees	$203,000.00	$218,000.00	$15,000.00	7%
100-1200-423-01-30	Overtime	$2,000.00	$2,000.00	$0.00	0%
100-1200-423-02-10	Group Insurance	$56,900.00	$62,000.00	$5,100.00	9%
100-1200-423-02-20	FICA/Medicare	$15,500.00	$16,050.00	$550.00	4%
100-1200-423-02-40	Retirement	$14,800.00	$15,400.00	$600.00	4%
100-1200-423-02-50	Unemployment	$700.00	$450.00	($250.00)	-36%
100-1200-423-02-60	Workers Compensation	$2,200.00	$2,250.00	$50.00	2%
100-1200-423-02-90	Other Employee Benefits	$2,200.00	$2,100.00	($100.00)	-5%
	Total Wage & Benefit Cost	**$297,300.00**	**$318,250.00**	$20,950.00	7%
100-1200-423-04-42	Repairs & Maintenance	$2,000.00	$1,000.00	($1,000.00)	-50%
100-1200-423-05-20	Insurance	$2,300.00	$3,200.00	$900.00	39%
100-1200-423-05-50	Printing Supplies	$200.00	$200.00	$0.00	0%
100-1200-423-05-64	Technology	$500.00	$500.00	$0.00	0%
100-1200-423-05-80	Travel and Seminars	$2,000.00	$2,000.00	$0.00	0%
100-1200-423-06-15	Operating Supplies	$20,500.00	$20,500.00	$0.00	0%
100-1200-423-06-26	Gasoline, Diesel Fuel, Oil	$0.00	$600.00	$600.00	
	Total Operating Expenditures	**$27,500.00**	**$28,000.00**	$500.00	2%
100-1200-423-07-20	Buildings and Structures	$5,000.00	$0.00	($5,000.00)	-100%
	Total Capital Purchases	**$5,000.00**	**$0.00**	($5,000.00)	-100%
	Total Budget	**$329,800.00**	**$346,250.00**	$16,450.00	5%

Assessing

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
100-0600-416-01-10	Full-Time Employees	$410,000.00	$418,400.00	$8,400.00	2%
100-0600-416-01-20	Part-Time Employees	$21,500.00	$22,700.00	$1,200.00	6%
100-0600-416-01-30	Overtime	$100.00	$200.00	$100.00	100%
100-0600-416-02-10	Group Insurance	$109,600.00	$144,800.00	$35,200.00	32%
100-0600-416-02-20	FICA/Medicare	$33,000.00	$33,650.00	$650.00	2%
100-0600-416-02-40	Retirement	$36,500.00	$34,350.00	($2,150.00)	-6%
100-0600-416-02-50	Unemployment	$1,300.00	$1,000.00	($300.00)	-23%
100-0600-416-02-60	Workers Compensation	$600.00	$700.00	$100.00	17%
100-0600-416-02-90	Other Employee Benefits	$3,200.00	$3,100.00	($100.00)	-3%
	Total Wage & Benefit Cost	**$615,800.00**	**$658,900.00**	$43,100.00	7%
100-0600-416-03-22	Contracted Labor	$10,000.00	$8,500.00	($1,500.00)	-15%
100-0600-416-03-90	Associations	$800.00	$1,400.00	$600.00	75%
100-0600-416-05-20	Insurance	$900.00	$1,200.00	$300.00	33%
100-0600-416-05-30	Telephone & Radio	$1,600.00	$0.00	($1,600.00)	-100%
100-0600-416-05-40	Advertising	$200.00	$200.00	$0.00	0%
100-0600-416-05-50	Printing Supplies	$400.00	$400.00	$0.00	0%
100-0600-416-05-60	Clothing Allowance	$1,100.00	$0.00	($1,100.00)	-100%
100-0600-416-05-64	Technology	$30,000.00	$30,000.00	$0.00	0%
100-0600-416-05-80	Travel & Seminars	$10,000.00	$13,000.00	$3,000.00	30%
100-0600-416-06-15	Operating Supplies	$13,500.00	$5,000.00	($8,500.00)	-63%
	Total Operating Expenditures	**$68,500.00**	**$59,700.00**	($8,800.00)	-13%
	Total Capital Purchases	**$0.00**	**$0.00**	$0.00	0%
	Total Budget	**$684,300.00**	**$718,600.00**	$34,300.00	5%

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
100-1400-563-01-10	Full-Time	$448,500.00	$458,700.00	$10,200.00	2%
100-1400-563-01-20	Part-Time Employees	$0.00	$8,750.00	$8,750.00	
100-1400-563-01-30	Overtime	$1,500.00	$1,500.00	$0.00	0%
100-1400-563-02-10	Group Insurance	$80,100.00	$100,400.00	$20,300.00	25%
100-1400-563-02-20	FICA/Medicare	$34,100.00	$35,100.00	$1,000.00	3%
100-1400-563-02-40	Retirement	$36,100.00	$34,400.00	($1,700.00)	-5%
100-1400-563-02-50	Unemploymet	$1,300.00	$1,000.00	($300.00)	-23%
100-1400-563-02-60	Workers Compensation	$600.00	$650.00	$50.00	8%
100-1400-563-02-90	Other Employee Benefits	$3,200.00	$3,150.00	($50.00)	-2%
	Total Wage & Benefit Cost	**$605,400.00**	**$643,650.00**	$38,250.00	6%
100-1400-563-03-12	Board of Adjustment Mtgs	$7,000.00	$6,500.00	($500.00)	-7%
100-1400-563-03-22	Contracted Labor	$45,000.00	$50,000.00	$5,000.00	11%
100-1400-563-03-90	Associations	$2,000.00	$2,000.00	$0.00	0%
100-1400-563-04-42	Repairs & Maintenance	$500.00	$0.00	($500.00)	-100%
100-1400-563-05-20	Insurance	$4,000.00	$3,800.00	($200.00)	-5%
100-1400-563-05-30	Telephone and Radio	$4,700.00	$5,000.00	$300.00	6%
100-1400-563-05-40	Advertising	$0.00	$500.00	$500.00	
100-1400-563-05-41	Publication Costs	$500.00	$500.00	$0.00	0%
100-1400-563-05-50	Printing Supplies	$3,000.00	$3,000.00	$0.00	0%
100-1400-563-05-60	Uniforms	$2,100.00	$1,800.00	($300.00)	-14%
100-1400-563-05-64	Technology	$3,000.00	$2,500.00	($500.00)	-17%
100-1400-563-05-80	Travel & Seminars	$10,000.00	$8,000.00	($2,000.00)	-20%
100-1400-563-06-15	Operating Supplies	$8,000.00	$4,500.00	($3,500.00)	-44%
	Total Operating Expenditures	**$89,800.00**	**$88,100.00**	($1,700.00)	-2%
	Total Capital Purchases	**$0.00**	**$0.00**	$0.00	0%
	Total Budget	**$695,200.00**	**$731,750.00**	$36,550.00	5%

Building and Sites

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
100-0700-417-01-10	Full-Time Employees	$439,000.00	$457,100.00	$18,100.00	4%
100-0700-417-01-20	Part-Time Employees	$99,000.00	$88,500.00	($10,500.00)	-11%
100-0700-417-01-30	Overtime	$22,000.00	$15,000.00	($7,000.00)	-32%
100-0700-417-02-10	Group Insurance	$126,800.00	$153,650.00	$26,850.00	21%
100-0700-417-02-20	FICA/Medicare	$42,800.00	$42,700.00	($100.00)	0%
100-0700-417-02-40	Retirement	$35,000.00	$38,650.00	$3,650.00	10%
100-0700-417-02-50	Unemployment	$1,300.00	$1,000.00	($300.00)	-23%
100-0700-417-02-60	Workers Compensation	$5,900.00	$5,900.00	$0.00	0%
100-0700-417-02-90	Other Employee Benefits	$3,700.00	$3,700.00	$0.00	0%
	Total Wage & Benefit Cost	**$775,500.00**	**$806,200.00**	$30,700.00	4%
100-0700-417-03-22	Contracted Labor	$198,000.00	$200,000.00	$2,000.00	1%
100-0700-417-04-10	Electricity	$250,000.00	$275,000.00	$25,000.00	10%
100-0700-417-04-24	Grounds Maintenance	$5,000.00	$5,000.00	$0.00	0%
100-0700-417-04-30	Building Repairs	$80,000.00	$90,000.00	$10,000.00	13%
100-0700-417-04-42	Repairs & Maintenance	$20,000.00	$10,000.00	($10,000.00)	-50%
100-0700-417-05-20	Insurance	$45,000.00	$45,000.00	$0.00	0%
100-0700-417-05-30	Telephone & Radio	$4,000.00	$5,000.00	$1,000.00	25%
100-0700-417-05-40	Advertising	$300.00	$300.00	$0.00	0%
100-0700-417-05-50	Printing	$500.00	$500.00	$0.00	0%
100-0700-417-05-60	Uniforms	$2,100.00	$1,800.00	($300.00)	-14%
100-0700-417-05-64	Technology	$4,500.00	$6,700.00	$2,200.00	49%
100-0700-417-05-80	Travel & Seminars	$2,100.00	$2,250.00	$150.00	7%
100-0700-417-06-14	Janitorial Supplies	$50,000.00	$50,000.00	$0.00	0%
100-0700-417-06-15	Operating Supplies	$40,000.00	$40,000.00	$0.00	0%
100-0700-417-06-26	Gasoline, Diesel Fuel,Oil	$0.00	$12,000.00	$12,000.00	
100-0700-417-09-10	Chemicals	$25,000.00	$30,000.00	$5,000.00	20%
100-0700-417-10-00	Capital Lease Principal	$40,150.00	$42,500.00	$2,350.00	6%
100-0700-417-20-00	Capital Lease Interest	$7,350.00	$5,000.00	($2,350.00)	-32%
	Total Operating Expenditures	**$774,000.00**	**$821,050.00**	$47,050.00	6%
100-0700-417-07-20	Buildings & Structures	$12,000.00	$0.00	($12,000.00)	-100%
100-0700-417-07-40	Equipment	$30,000.00	$55,000.00	$25,000.00	83%
	Total Capital Purchases	**$42,000.00**	**$55,000.00**	$13,000.00	31%
	Total Budget	**$1,591,500.00**	**$1,682,250.00**	$90,750.00	6%

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
100-0100-411-01-20	Part-Time Employees	$102,300.00	$105,400.00	$3,100.00	3%
100-0100-411-01-30	Overtime	$5,000.00	$4,500.00	($500.00)	-10%
100-0100-411-02-20	FICA/Medicare	$8,200.00	$8,400.00	$200.00	2%
100-0100-411-02-50	Unemployment	$300.00	$300.00	$0.00	0%
100-0100-411-02-60	Workers Compensation	$300.00	$300.00	$0.00	0%
	Total Wage & Benefit Cost	**$116,100.00**	**$118,900.00**	$2,800.00	2%
100-0100-411-03-10	Election Costs	$16,000.00	$0.00	($16,000.00)	-100%
100-0100-411-03-90	Associations	$9,500.00	$9,500.00	$0.00	0%
100-0100-411-05-41	Publication Costs	$25,000.00	$25,000.00	$0.00	0%
100-0100-411-05-64	Technology	$100.00	$300.00	$200.00	200%
100-0100-411-05-80	Travel & Seminars	$7,500.00	$15,000.00	$7,500.00	100%
100-0100-411-06-15	Operating Supplies	$1,000.00	$2,500.00	$1,500.00	150%
100-0100-411-08-00	City Commission / Subsidies	$55,000.00	$58,000.00	$3,000.00	5%
	Total Operating Expenditures	**$114,100.00**	**$110,300.00**	($3,800.00)	-3%
	Total Capital Purchases	**$0.00**	**$0.00**	$0.00	0%
	Total Budget	**$230,200.00**	**$229,200.00**	($1,000.00)	0%

Community Development

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
100-1600-424-01-10	Full-Time Employees	$295,800.00	$289,200.00	($6,600.00)	-2%
100-1600-424-01-30	Overtime	$500.00	$200.00	($300.00)	-60%
100-1600-424-02-10	Group Insurance	$34,300.00	$60,000.00	$25,700.00	75%
100-1600-424-02-20	FICA/Medicare	$22,600.00	$22,100.00	($500.00)	-2%
100-1600-424-02-40	Retirement	$25,300.00	$22,500.00	($2,800.00)	-11%
100-1600-424-02-50	Unemployment	$900.00	$600.00	($300.00)	-33%
100-1600-424-02-60	Workers Compensation	$250.00	$250.00	$0.00	0%
100-1600-424-02-90	Other Employee Benefits	$1,600.00	$1,600.00	$0.00	0%
	Total Wage & Benefit Cost	**$381,250.00**	**$396,450.00**	$15,200.00	4%
100-1600-424-03-90	Associations	$500.00	$0.00	($500.00)	-100%
100-1600-424-05-20	Insurance	$100.00	$0.00	($100.00)	-100%
100-1600-424-05-30	Telephone & Radio	$1,300.00	$900.00	($400.00)	-31%
100-1600-424-05-60	Clothing Allowance	$450.00	$0.00	($450.00)	-100%
100-1600-424-05-64	Technology	$1,500.00	$2,000.00	$500.00	33%
100-1600-424-05-80	Travel & Seminars	$2,200.00	$3,000.00	$800.00	36%
100-1600-424-06-15	Operating Supplies	$800.00	$500.00	($300.00)	-38%
	Total Operating Expenditures	**$6,850.00**	**$6,400.00**	($450.00)	-7%
	Total Capital Purchases	**$0.00**	**$0.00**	$0.00	0%
	Total Budget	**$388,100.00**	**$402,850.00**	$14,750.00	4%

Contingency, Reserves, & Transfers to Other Funds

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
100-0000-489-80-11	City Retirement Plan	$0.00	$546,750.00	$546,750.00	
100-0000-489-80-12	Police Retirement Plan	$0.00	$459,600.00	$459,600.00	
100-0000-489-80-13	Part-Time Fire Retirement Plan	$0.00	$9,000.00	$9,000.00	
100-0000-489-80-40	Contingency	$50,000.00	$25,000.00	($25,000.00)	-50%
100-0000-489-80-41	Bad Debt Expense	$5,000.00	$20,000.00	$15,000.00	300%
100-0000-491-20-18	Transfer Out / Dickinson Future Fund	$25,000.00	$28,000.00	$3,000.00	12%
100-0000-491-60-12	Transfer Out / Fleet	$640,600.00	$595,650.00	($44,950.00)	-7%
100-0000-491-80-11	Trust Funds / City Employee Retirement	$593,970.00	$0.00	($593,970.00)	-100%
100-0000-491-80-12	Trust Funds / Police Pension Fund	$459,620.00	$0.00	($459,620.00)	-100%
100-0000-491-80-13	Trust Funds / Part-Time Fire Retirement	$10,420.00	$0.00	($10,420.00)	-100%
	Total Expenditures & Transfers	**$1,784,610.00**	**$1,684,000.00**	($100,610.00)	-6%
	Total Budget	**$1,784,610.00**	**$1,684,000.00**	($100,610.00)	

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
100-1800-428-01-10	Full-Time Employees	$246,800.00	$195,500.00	($51,300.00)	-21%
100-1800-428-01-30	Overtime	$100.00	$200.00	$100.00	100%
100-1800-428-02-10	Group Insurance	$50,800.00	$59,500.00	$8,700.00	17%
100-1800-428-02-20	FICA/Medicare	$18,900.00	$14,950.00	($3,950.00)	-21%
100-1800-428-02-40	Retirement	$10,100.00	$11,850.00	$1,750.00	17%
100-1800-428-02-50	Unemployment	$800.00	$400.00	($400.00)	-50%
100-1800-428-02-60	Workers Compensation	$400.00	$250.00	($150.00)	-38%
100-1800-428-02-90	Other Employee Benefits	$2,700.00	$2,050.00	($650.00)	-24%
	Total Wage & Benefit Cost	**$330,600.00**	**$284,700.00**	($45,900.00)	-14%
100-1800-428-03-22	Contracted Labor	$20,000.00	$73,000.00	$53,000.00	265%
100-1800-428-03-80	Rent	$0.00	$9,000.00	$9,000.00	
100-1800-428-03-90	Associations	$100.00	$0.00	($100.00)	-100%
100-1800-428-05-20	Insurance	$100.00	$100.00	$0.00	0%
100-1800-428-05-30	Telephone & Radio	$500.00	$500.00	$0.00	0%
100-1800-428-05-40	Advertising	$100.00	$100.00	$0.00	0%
100-1800-428-05-50	Printing	$3,000.00	$3,500.00	$500.00	17%
100-1800-428-05-60	Clothing Allowance	$750.00	$0.00	($750.00)	-100%
100-1800-428-05-64	Technology	$7,000.00	$3,000.00	($4,000.00)	-57%
100-1800-428-05-80	Travel & Seminars	$1,300.00	$400.00	($900.00)	-69%
100-1800-428-06-15	Operating Supplies	$6,000.00	$6,000.00	$0.00	0%
100-1800-428-06-16	Postage	$0.00	$1,500.00	$1,500.00	
	Total Operating Expenditures	**$38,850.00**	**$97,100.00**	$58,250.00	150%
	Total Budget	**$369,450.00**	**$381,800.00**	$12,350.00	3%

Engineering

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
100-2000-430-01-10	Full-Time Employees	$564,900.00	$591,200.00	$26,300.00	5%
100-2000-430-01-30	Overtime	$5,000.00	$5,000.00	$0.00	0%
100-2000-430-02-10	Group Insurance	$110,900.00	$106,100.00	($4,800.00)	-4%
100-2000-430-02-20	FICA/Medicare	$43,100.00	$45,200.00	$2,100.00	5%
100-2000-430-02-40	Retirement	$39,900.00	$36,700.00	($3,200.00)	-8%
100-2000-430-02-50	Unemployment	$1,700.00	$1,200.00	($500.00)	-29%
100-2000-430-02-60	Workers Compensation	$3,200.00	$850.00	($2,350.00)	-73%
100-2000-430-02-90	Other Employee Benefits	$3,700.00	$3,700.00	$0.00	0%
	Total Wage & Benefit Cost	**$772,400.00**	**$789,950.00**	$17,550.00	2%
100-2000-430-03-22	Contracted Labor	$20,000.00	$35,000.00	$15,000.00	75%
100-2000-430-03-90	Associations	$400.00	$350.00	($50.00)	-13%
100-2000-430-04-42	Repairs & Maintenance	$500.00	$500.00	$0.00	0%
100-2000-430-05-20	Insurance	$3,500.00	$3,500.00	$0.00	0%
100-2000-430-05-30	Telephone & Radio	$3,500.00	$2,800.00	($700.00)	-20%
100-2000-430-05-40	Advertising	$1,500.00	$2,000.00	$500.00	33%
100-2000-430-05-50	Printing Supplies	$1,000.00	$1,000.00	$0.00	0%
100-2000-430-05-60	Uniforms	$1,500.00	$900.00	($600.00)	-40%
100-2000-430-05-64	Technology	$36,000.00	$34,000.00	($2,000.00)	-6%
100-2000-430-05-80	Travel & Seminars	$5,000.00	$3,500.00	($1,500.00)	-30%
100-2000-430-06-15	Operating Supplies	$7,000.00	$10,000.00	$3,000.00	43%
	Total Operating Expenditures	**$79,900.00**	**$93,550.00**	$13,650.00	17%
	Total Capital Purchases	**$0.00**	**$0.00**	$0.00	0%
	Total Budget	**$852,300.00**	**$883,500.00**	$31,200.00	4%

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
100-0400-414-01-10	Full-Time Employees	$349,000.00	$374,500.00	$25,500.00	7%
100-0400-414-01-30	Overtime	$200.00	$200.00	$0.00	0%
100-0400-414-02-10	Group Insurance	$73,000.00	$102,400.00	$29,400.00	40%
100-0400-414-02-20	FICA/Medicare	$26,600.00	$28,600.00	$2,000.00	8%
100-0400-414-02-40	Retirement	$27,800.00	$34,600.00	$6,800.00	24%
100-0400-414-02-50	Unemployment	$1,100.00	$800.00	($300.00)	-27%
100-0400-414-02-60	Workers Compensation	$400.00	$400.00	$0.00	0%
100-0400-414-02-90	Other Employee Benefits	$2,700.00	$2,650.00	($50.00)	-2%
	Total Wage & Benefit Cost	**$480,800.00**	**$544,150.00**	$63,350.00	13%
100-0400-414-03-11	Committee & Board Meetings	$800.00	$800.00	$0.00	0%
100-0400-414-03-22	Contracted Labor	$7,500.00	$15,000.00	$7,500.00	100%
100-0400-414-03-80	Audit	$60,000.00	$145,000.00	$85,000.00	142%
100-0400-414-03-90	Associations	$200.00	$200.00	$0.00	0%
100-0400-414-05-20	Insurance	$50.00	$25.00	($25.00)	-50%
100-0400-414-05-30	Telephone & Radio	$37,000.00	$0.00	($37,000.00)	-100%
100-0400-414-05-40	Advertising	$500.00	$500.00	$0.00	0%
100-0400-414-05-50	Printing	$3,000.00	$2,500.00	($500.00)	-17%
100-0400-414-05-60	Clothing Allowance	$750.00	$0.00	($750.00)	-100%
100-0400-414-05-64	Technology	$36,000.00	$16,000.00	($20,000.00)	-56%
100-0400-414-05-80	Travel & Seminars	$2,500.00	$2,000.00	($500.00)	-20%
100-0400-414-06-15	Operating Supplies	$5,500.00	$7,000.00	$1,500.00	27%
100-0400-414-06-16	Postage	$33,000.00	$0.00	($33,000.00)	-100%
	Total Operating Expenditures	**$186,800.00**	**$189,025.00**	$2,225.00	1%
100-0400-414-07-40	Equipment	$250,000.00	$0.00	($250,000.00)	-100%
	Total Capital Purchases	**$250,000.00**	**$0.00**	($250,000.00)	-100%
	Total Budget	**$917,600.00**	**$733,175.00**	($184,425.00)	-20%

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
100-1100-421-01-10	Full-Time Employees	$1,930,200.00	$1,966,200.00	$36,000.00	2%
100-1100-421-01-20	Part-Time Employees	$102,000.00	$102,000.00	$0.00	0%
100-1100-421-01-30	Overtime	$300,000.00	$300,000.00	$0.00	0%
100-1100-421-02-10	Group Insurance	$394,900.00	$500,000.00	$105,100.00	27%
100-1100-421-02-20	FICA/Medicare	$178,400.00	$177,200.00	($1,200.00)	-1%
100-1100-421-02-40	Retirement	$195,900.00	$188,300.00	($7,600.00)	-4%
100-1100-421-02-50	Unemployment	$5,800.00	$4,250.00	($1,550.00)	-27%
100-1100-421-02-60	Workers Compensation	$34,600.00	$37,400.00	$2,800.00	8%
100-1100-421-02-90	Other Employee Benefits	$13,700.00	$14,650.00	$950.00	7%
	Total Wage & Benefit Cost	**$3,155,500.00**	**$3,290,000.00**	$134,500.00	4%
100-1100-421-03-90	Associations	$7,800.00	$7,800.00	$0.00	0%
100-1100-421-04-10	Electricity	$5,000.00	$5,000.00	$0.00	0%
100-1100-421-04-42	Repairs & Maintenance	$28,000.00	$30,000.00	$2,000.00	7%
100-1100-421-04-45	Apparatus Maintenance	$60,000.00	$60,000.00	$0.00	0%
100-1100-421-05-20	Insurance	$35,000.00	$35,000.00	$0.00	0%
100-1100-421-05-30	Telephone & Radio	$25,000.00	$25,000.00	$0.00	0%
100-1100-421-05-40	Advertising	$5,000.00	$3,500.00	($1,500.00)	-30%
100-1100-421-05-50	Printing	$1,500.00	$1,500.00	$0.00	0%
100-1100-421-05-64	Other Services/ Technology	$15,000.00	$15,000.00	$0.00	0%
100-1100-421-05-80	Travel & Seminars	$75,000.00	$75,000.00	$0.00	0%
100-1100-421-05-91	Medical	$20,000.00	$20,000.00	$0.00	0%
100-1100-421-06-15	Operating Supplies	$102,000.00	$104,300.00	$2,300.00	2%
100-1100-421-06-16	Fire Prevention Supplies	$15,000.00	$15,000.00	$0.00	0%
100-1100-421-06-25	Uniform Purchasing	$30,000.00	$35,000.00	$5,000.00	17%
100-1100-421-06-26	Gasoline, Diesel Fuel,Oil	$0.00	$200.00	$200.00	
100-1100-421-10-00	Capital Lease Principal	$39,100.00	$46,750.00	$7,650.00	20%
100-1100-421-20-00	Capital Lease Interest	$5,900.00	$3,400.00	($2,500.00)	-42%
	Total Operating Expenditures	**$469,300.00**	**$482,450.00**	$13,150.00	3%
100-1100-421-07-40	Equipment	$20,000.00	$0.00	($20,000.00)	-100%
	Total Capital Purchases	**$20,000.00**	**$0.00**	($20,000.00)	-100%
	Total Budget	**$3,644,800.00**	**$3,772,450.00**	$127,650.00	4%

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
100-3400-454-01-10	Regular	$75,300.00	$78,550.00	$3,250.00	4%
100-3400-454-01-20	Part-Time Employees	$33,600.00	$29,750.00	($3,850.00)	-11%
100-3400-454-01-30	Overtime	$2,000.00	$4,000.00	$2,000.00	100%
100-3400-454-02-10	Group Insurance	$23,500.00	$25,700.00	$2,200.00	9%
100-3400-454-02-20	FICA/Medicare	$8,400.00	$8,600.00	$200.00	2%
100-3400-454-02-40	Retirement	$7,000.00	$7,250.00	$250.00	4%
100-3400-454-02-50	Unemployment	$300.00	$200.00	($100.00)	-33%
100-3400-454-02-60	Workers Compensation	$2,400.00	$2,350.00	($50.00)	-2%
100-3400-454-02-90	Other Employee Benefits	$600.00	$550.00	($50.00)	-8%
	Total Wage & Benefit Cost	**$153,100.00**	**$156,950.00**	$3,850.00	3%
100-3400-454-03-22	Contracted Labor	$40,000.00	$40,000.00	$0.00	0%
100-3400-454-03-90	Associations	$0.00	$150.00	$150.00	
100-3400-454-04-42	Repairs & Maintenance	$1,000.00	$0.00	($1,000.00)	-100%
100-3400-454-05-20	Insurance	$3,000.00	$3,200.00	$200.00	7%
100-3400-454-05-30	Telephone & Radio	$1,000.00	$1,000.00	$0.00	0%
100-3400-454-05-60	Clothing Allowance	$300.00	$0.00	($300.00)	-100%
100-3400-454-05-64	Technology	$0.00	$1,500.00	$1,500.00	
100-3400-454-05-80	Travel & Seminars	$1,000.00	$1,000.00	$0.00	0%
100-3400-454-06-15	Operating Supplies	$7,500.00	$8,500.00	$1,000.00	13%
100-3400-454-06-18	Trees & Flowers	$40,000.00	$40,000.00	$0.00	0%
	Total Operating Expenditures	**$93,800.00**	**$95,350.00**	$1,550.00	2%
	Total Capital Purchases	**$0.00**	**$0.00**	$0.00	0%
	Total Budget	**$246,900.00**	**$252,300.00**	$5,400.00	2%

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
100-0800-418-01-10	Full-Time Employees	$251,400.00	$266,100.00	$14,700.00	6%
100-0800-418-01-30	Overtime	$200.00	$200.00	$0.00	0%
100-0800-418-02-10	Group Insurance	$50,250.00	$54,900.00	$4,650.00	9%
100-0800-418-02-20	FICA/Medicare	$19,150.00	$20,300.00	$1,150.00	6%
100-0800-418-02-40	Retirement	$22,600.00	$24,500.00	$1,900.00	8%
100-0800-418-02-50	Unemployment	$800.00	$800.00	$0.00	0%
100-0800-418-02-60	Workers Compensation	$300.00	$250.00	($50.00)	-17%
100-0800-418-02-90	Other Employee Benefits	$1,600.00	$1,550.00	($50.00)	-3%
	Total Wage & Benefit Cost	**$346,300.00**	**$368,600.00**	$22,300.00	6%
100-0800-418-03-11	Board Meetings	$1,500.00	$1,500.00	$0.00	0%
100-0800-418-03-21	Attorney's Fees	$25,000.00	$20,000.00	($5,000.00)	-20%
100-0800-418-03-22	Contracted Labor	$5,000.00	$5,000.00	$0.00	0%
100-0800-418-03-90	Associations	$1,000.00	$1,000.00	$0.00	0%
100-0800-418-05-30	Telephone & Radio	$1,600.00	$2,100.00	$500.00	31%
100-0800-418-05-40	Advertising	$800.00	$200.00	($600.00)	-75%
100-0800-418-05-50	Printing	$500.00	$500.00	$0.00	0%
100-0800-418-05-60	Clothing Allowance	$450.00	$0.00	($450.00)	-100%
100-0800-418-05-64	Technology	$21,300.00	$23,500.00	$2,200.00	10%
100-0800-418-05-66	Employee Training	$5,000.00	$5,000.00	$0.00	0%
100-0800-418-05-80	Travel & Seminars	$5,600.00	$3,000.00	($2,600.00)	-46%
100-0800-418-06-15	Operating Supplies	$1,500.00	$1,500.00	$0.00	0%
	Total Operating Expenditures	**$69,250.00**	**$63,300.00**	($5,950.00)	-9%
	Total Capital Purchases	**$0.00**	**$0.00**	$0.00	0%
	Total Budget	**$415,550.00**	**$431,900.00**	$16,350.00	4%

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
100-0500-415-01-10	Full-Time Employees	$338,000.00	$350,400.00	$12,400.00	4%
100-0500-415-01-30	Overtime	$100.00	$100.00	$0.00	0%
100-0500-415-02-10	Group Insurance	$73,000.00	$90,300.00	$17,300.00	24%
100-0500-415-02-20	FICA/Medicare	$25,800.00	$26,700.00	$900.00	3%
100-0500-415-02-40	Retirement	$31,200.00	$32,350.00	$1,150.00	4%
100-0500-415-02-50	Unemployment	$1,000.00	$750.00	($250.00)	-25%
100-0500-415-02-60	Workers' Compensation	$400.00	$400.00	$0.00	0%
100-0500-415-02-90	Other Employee Benefits	$2,200.00	$2,100.00	($100.00)	-5%
	Total Wage & Benefit Cost	**$471,700.00**	**$503,100.00**	$31,400.00	7%
100-0500-415-05-20	Insurance	$2,200.00	$2,200.00	$0.00	0%
100-0500-415-05-30	Telephone & Radio	$3,100.00	$3,100.00	$0.00	0%
100-0500-415-05-50	Printing	$47,000.00	$47,000.00	$0.00	0%
100-0500-415-05-60	Clothing Allowance	$600.00	$0.00	($600.00)	-100%
100-0500-415-05-64	Technology	$399,200.00	$749,500.00	$350,300.00	88%
100-0500-415-05-65	Network Line Charges	$91,400.00	$91,400.00	$0.00	0%
100-0500-415-05-80	Travel & Seminars	$4,500.00	$4,500.00	$0.00	0%
100-0500-415-06-15	Operating Supplies	$3,500.00	$4,000.00	$500.00	14%
100-0500-415-09-50	Supplies	$3,500.00	$2,000.00	($1,500.00)	-43%
	Total Operating Expenditures	**$555,000.00**	**$903,700.00**	$348,700.00	63%
100-0500-415-07-40	Equipment	$235,000.00	$295,000.00	$60,000.00	26%
	Total Capital Purchases	**$235,000.00**	**$295,000.00**	$60,000.00	26%
	Total Budget	**$1,261,700.00**	**$1,701,800.00**	$440,100.00	35%

Marketing

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
100-1500-425-01-10	Full-Time	$147,700.00	$152,500.00	$4,800.00	3%
100-1500-425-01-30	Overtime	$0.00	$1,600.00	$1,600.00	
100-1500-425-02-10	Group Insurance	$32,100.00	$49,200.00	$17,100.00	53%
100-1500-425-02-20	FICA/Medicare	$11,300.00	$11,700.00	$400.00	4%
100-1500-425-02-40	Retirement	$9,800.00	$10,100.00	$300.00	3%
100-1500-425-02-50	Unemployment	$500.00	$300.00	($200.00)	-40%
100-1500-425-02-60	Workers Compensation	$200.00	$200.00	$0.00	0%
100-1500-425-02-90	Other Employee Benefits	$1,200.00	$1,050.00	($150.00)	-13%
	Total Wage & Benefit Cost	**$202,800.00**	**$226,650.00**	$23,850.00	12%
100-1500-425-03-22	Contracted Labor	$5,000.00	$5,000.00	$0.00	0%
100-1500-425-03-90	Associations	$500.00	$500.00	$0.00	0%
100-1500-425-05-20	Insurance	$100.00	$25.00	($75.00)	-75%
100-1500-425-05-30	Telephone and Radio	$1,500.00	$600.00	($900.00)	-60%
100-1500-425-05-40	Marketing & Advertising	$5,000.00	$2,500.00	($2,500.00)	-50%
100-1500-425-05-50	Printing Supplies	$100.00	$100.00	$0.00	0%
100-1500-425-05-60	Clothing Allowance	$300.00	$0.00	($300.00)	-100%
100-1500-425-05-64	Technology	$300.00	$300.00	$0.00	0%
100-1500-425-05-80	Travel & Seminar	$1,500.00	$5,000.00	$3,500.00	233%
100-1500-425-06-15	Operating Supplies	$2,000.00	$2,000.00	$0.00	0%
	Total Operating Expenditures	**$16,300.00**	**$16,025.00**	($275.00)	-2%
	Total Capital Purchases	**$0.00**	**$0.00**	$0.00	0%
	Total Budget	**$219,100.00**	**$242,675.00**	$23,575.00	11%

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
100-0200-412-01-10	Full-Time Employees	$244,300.00	$259,350.00	$15,050.00	6%
100-0200-412-01-20	Part-Time Employees	$12,200.00	$12,800.00	$600.00	5%
100-0200-412-01-30	Overtime	$200.00	$200.00	$0.00	0%
100-0200-412-02-10	Group Insurance	$66,950.00	$62,200.00	($4,750.00)	-7%
100-0200-412-02-20	FICA/Medicare	$19,600.00	$20,800.00	$1,200.00	6%
100-0200-412-02-40	Retirement	$15,200.00	$15,100.00	($100.00)	-1%
100-0200-412-02-50	Unemployment	$600.00	$500.00	($100.00)	-17%
100-0200-412-02-60	Workers Compensation	$300.00	$300.00	$0.00	0%
100-0200-412-02-90	Other Employee Benefits	$2,100.00	$2,100.00	$0.00	0%
	Total Wage & Benefit Cost	**$361,450.00**	**$373,350.00**	$11,900.00	3%
100-0200-412-03-20	Court Appointed Attorney	$75,000.00	$142,000.00	$67,000.00	89%
100-0200-412-03-21	Attorney Fees	$250,000.00	$250,000.00	$0.00	0%
100-0200-412-03-22	Contracted Labor	$20,000.00	$31,800.00	$11,800.00	59%
100-0200-412-03-28	Prisoner Housing	$110,000.00	$120,000.00	$10,000.00	9%
100-0200-412-03-90	Associations	$200.00	$250.00	$50.00	25%
100-0200-412-05-20	Insurance	$100.00	$50.00	($50.00)	-50%
100-0200-412-05-30	Telephone & Radio	$300.00	$0.00	($300.00)	-100%
100-0200-412-05-50	Printing	$3,000.00	$3,000.00	$0.00	0%
100-0200-412-05-60	Clothing Allowance	$600.00	$0.00	($600.00)	-100%
100-0200-412-05-64	Technology	$1,000.00	$2,000.00	$1,000.00	100%
100-0200-412-05-80	Travel & Seminars	$1,000.00	$1,000.00	$0.00	0%
100-0200-412-06-15	Operating Supplies	$12,000.00	$12,000.00	$0.00	0%
	Total Operating Expenditures	**$473,200.00**	**$562,100.00**	$88,900.00	19%
	Total Capital Purchases	**$0.00**	**$0.00**	$0.00	0%
	Total Budget	**$834,650.00**	**$935,450.00**	$100,800.00	12%

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
100-3000-450-01-10	Full-Time Employees	$457,600.00	$463,800.00	$6,200.00	1%
100-3000-450-01-20	Part-Time Employees	$55,000.00	$53,250.00	($1,750.00)	-3%
100-3000-450-01-30	Overtime	$5,500.00	$6,000.00	$500.00	9%
100-3000-450-02-10	Group Insurance	$87,600.00	$109,700.00	$22,100.00	25%
100-3000-450-02-20	FICA/Medicare	$39,600.00	$40,650.00	$1,050.00	3%
100-3000-450-02-40	Retirement	$40,800.00	$42,250.00	$1,450.00	4%
100-3000-450-02-50	Unemployment	$1,300.00	$1,100.00	($200.00)	-15%
100-3000-450-02-60	Workers Compensation	$1,700.00	$1,750.00	$50.00	3%
100-3000-450-02-90	Other Employee Benefits	$3,700.00	$3,600.00	($100.00)	-3%
	Total Wage & Benefit Cost	**$692,800.00**	**$722,100.00**	$29,300.00	4%
100-3000-450-03-22	Contracted Labor	$0.00	$26,000.00	$26,000.00	
100-3000-450-03-90	Associations	$400.00	$850.00	$450.00	113%
100-3000-450-04-10	Electricity	$24,000.00	$24,000.00	$0.00	0%
100-3000-450-04-24	Grounds Maintenance	$1,000.00	$650.00	($350.00)	-35%
100-3000-450-04-30	Building Repairs	$1,000.00	$6,000.00	$5,000.00	500%
100-3000-450-04-42	Repairs & Maintenance	$500.00	$1,500.00	$1,000.00	200%
100-3000-450-05-20	Insurance	$7,500.00	$15,000.00	$7,500.00	100%
100-3000-450-05-21	Insurance - Dinosaur/Artifacts	$6,000.00	$0.00	($6,000.00)	-100%
100-3000-450-05-30	Telephone & Radio	$1,300.00	$1,300.00	$0.00	0%
100-3000-450-05-40	Advertising	$15,000.00	$12,000.00	($3,000.00)	-20%
100-3000-450-05-50	Printing Supplies	$1,500.00	$900.00	($600.00)	-40%
100-3000-450-05-60	Clothing Allowance	$1,200.00	$0.00	($1,200.00)	-100%
100-3000-450-05-64	Technology	$3,000.00	$3,000.00	$0.00	0%
100-3000-450-05-80	Travel & Seminars	$2,500.00	$2,500.00	$0.00	0%
100-3000-450-05-81	Museum Education Supplies	$2,000.00	$2,000.00	$0.00	0%
100-3000-450-05-82	Special Events	$700.00	$900.00	$200.00	29%
100-3000-450-06-13	Museum Field Work Supplies	$24,000.00	$24,000.00	$0.00	0%
100-3000-450-06-15	Operating Supplies	$15,500.00	$16,000.00	$500.00	3%
100-3000-450-06-16	Exhibit Equipment/Supplies	$20,000.00	$25,000.00	$5,000.00	25%
100-3000-450-06-17	Collection Management	$13,000.00	$14,000.00	$1,000.00	8%
100-3000-450-06-18	Museum / Historical Preservation	$4,400.00	$2,700.00	($1,700.00)	-39%
100-3000-450-09-05	Gift Shop Supplies	$47,500.00	$46,000.00	($1,500.00)	-3%
100-3000-450-09-06	Museum Sales Tax Expense	$6,000.00	$5,500.00	($500.00)	-8%
	Total Operating Expenditures	**$198,000.00**	**$229,800.00**	$31,800.00	16%
100-3000-450-07-20	Buildings and Structures	$12,000.00	$45,150.00	$33,150.00	276%
100-3000-450-07-40	Equipment	$0.00	$7,400.00	$7,400.00	
	Total Capital Purchases	**$12,000.00**	**$52,550.00**	$40,550.00	338%
	Total Budget	**$902,800.00**	**$1,004,450.00**	$101,650.00	11%

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
100-1300-463-01-10	Full-Time Employees	$69,200.00	$72,000.00	$2,800.00	4%
100-1300-463-02-10	Group Insurance	$9,400.00	$24,500.00	$15,100.00	161%
100-1300-463-02-20	FICA/Medicare	$5,300.00	$5,500.00	$200.00	4%
100-1300-463-02-40	Retirement	$6,400.00	$6,700.00	$300.00	5%
100-1300-463-02-50	Unemployment	$200.00	$200.00	$0.00	0%
100-1300-463-02-60	Workers Compensation	$100.00	$100.00	$0.00	0%
100-1300-463-02-90	Other Employee Benefits	$550.00	$550.00	$0.00	0%
	Total Wage & Benefit Cost	**$91,150.00**	**$109,550.00**	$18,400.00	20%
100-1300-463-03-12	Board Meetings	$10,800.00	$10,800.00	$0.00	0%
100-1300-463-03-22	Contracted Labor	$69,000.00	$69,000.00	$0.00	0%
100-1300-463-03-90	Associations	$300.00	$400.00	$100.00	33%
100-1300-463-05-20	Insurance	$100.00	$25.00	($75.00)	-75%
100-1300-463-05-30	Telephone & Radio	$500.00	$500.00	$0.00	0%
100-1300-463-05-40	Advertising	$0.00	$200.00	$200.00	
100-1300-463-05-41	Publication Costs	$800.00	$1,500.00	$700.00	88%
100-1300-463-05-50	Printing Costs	$100.00	$100.00	$0.00	0%
100-1300-463-05-60	Clothing Allowance	$150.00	$0.00	($150.00)	-100%
100-1300-463-05-64	Technology	$1,000.00	$500.00	($500.00)	-50%
100-1300-463-05-80	Travel & Seminars	$1,200.00	$1,450.00	$250.00	21%
100-1300-463-06-15	Operating Supplies	$2,000.00	$2,000.00	$0.00	0%
	Total Operating Expenditures	**$85,950.00**	**$86,475.00**	$525.00	1%
	Total Capital Purchases	**$0.00**	**$0.00**	$0.00	0%
	Total Budget	**$177,100.00**	**$196,025.00**	$18,925.00	11%

Police

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
100-1000-420-01-10	Full-Time Employees	$5,921,400.00	$6,161,000.00	$239,600.00	4%
100-1000-420-01-30	Overtime	$350,000.00	$325,000.00	($25,000.00)	-7%
100-1000-420-02-10	Group Insurance	$1,158,600.00	$1,281,400.00	$122,800.00	11%
100-1000-420-02-20	FICA/Medicare	$479,750.00	$484,200.00	$4,450.00	1%
100-1000-420-02-40	Retirement	$531,200.00	$562,700.00	$31,500.00	6%
100-1000-420-02-50	Unemployment	$17,400.00	$11,450.00	($5,950.00)	-34%
100-1000-420-02-60	Workers Compensation	$57,700.00	$57,700.00	$0.00	0%
100-1000-420-02-90	Other Employee Benefits	$38,100.00	$38,550.00	$450.00	1%
	Total Wage & Benefit Cost	**$8,554,150.00**	**$8,922,000.00**	$367,850.00	4%
100-1000-420-03-22	Contracted Labor	$41,000.00	$76,000.00	$35,000.00	85%
100-1000-420-03-90	Associations	$9,500.00	$11,400.00	$1,900.00	20%
100-1000-420-04-42	Repairs & Maintenance	$20,000.00	$5,000.00	($15,000.00)	-75%
100-1000-420-05-20	Insurance	$52,000.00	$56,000.00	$4,000.00	8%
100-1000-420-05-30	Telephone & Radio	$31,000.00	$47,800.00	$16,800.00	54%
100-1000-420-05-40	Advertising	$5,000.00	$5,000.00	$0.00	0%
100-1000-420-05-50	Printing Expense	$300.00	$0.00	($300.00)	-100%
100-1000-420-05-60	Uniforms	$2,700.00	$0.00	($2,700.00)	-100%
100-1000-420-05-64	Technology	$102,000.00	$102,000.00	$0.00	0%
100-1000-420-05-80	Travel & Seminars	$65,000.00	$65,000.00	$0.00	0%
100-1000-420-06-15	Operating Supplies	$147,000.00	$147,000.00	$0.00	0%
100-1000-420-06-16	SWTT	$10,000.00	$12,500.00	$2,500.00	25%
100-1000-420-06-26	Gasoline, Diesel Fuel,Oil	$0.00	$2,000.00	$2,000.00	
	Total Operating Expenditures	**$485,500.00**	**$529,700.00**	$44,200.00	9%
100-1000-420-07-30	Imp Other than Buildings	$20,000.00	$0.00	($20,000.00)	-100%
100-1000-420-07-40	Equipment	$357,800.00	$330,300.00	($27,500.00)	-8%
	Total Capital Purchases	**$377,800.00**	**$330,300.00**	($47,500.00)	-13%
	Total Budget	**$9,417,450.00**	**$9,782,000.00**	$364,550.00	4%

Public Works Administration

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
100-0900-413-01-10	Full-Time Employees	$395,700.00	$448,400.00	$52,700.00	13%
100-0900-413-01-30	Overtime	$500.00	$500.00	$0.00	0%
100-0900-413-02-10	Group Insurance	$85,800.00	$120,550.00	$34,750.00	41%
100-0900-413-02-20	FICA/Medicare	$30,100.00	$31,000.00	$900.00	3%
100-0900-413-02-40	Retirement	$30,600.00	$36,150.00	$5,550.00	18%
100-0900-413-02-50	Unemployment	$1,100.00	$650.00	($450.00)	-41%
100-0900-413-02-60	Workers Compensation	$3,600.00	$3,700.00	$100.00	3%
100-0900-413-02-90	Other Employee Benefits	$2,600.00	$2,750.00	$150.00	6%
	Total Wage & Benefit Cost	**$550,000.00**	**$643,700.00**	$93,700.00	17%
100-0900-413-03-90	Associations	$1,700.00	$1,700.00	$0.00	0%
100-0900-413-05-30	Telephone and Radio	$1,800.00	$1,200.00	($600.00)	-33%
100-0900-413-05-50	Printing	$1,500.00	$500.00	($1,000.00)	-67%
100-0900-413-05-60	Clothing Allowance	$900.00	$0.00	($900.00)	-100%
100-0900-413-05-64	Technology	$37,500.00	$40,000.00	$2,500.00	7%
100-0900-413-05-80	Travel and Seminars	$6,600.00	$4,700.00	($1,900.00)	-29%
100-0900-413-06-15	Operating Supplies	$7,000.00	$11,000.00	$4,000.00	57%
100-0900-413-06-16	Postage	$800.00	$300.00	($500.00)	-63%
100-0900-413-06-18	Programming & Outreach	$5,000.00	$5,000.00	$0.00	0%
	Total Operating Expenditures	**$62,800.00**	**$64,400.00**	$1,600.00	3%
	Total Budget	**$612,800.00**	**$708,100.00**	$95,300.00	16%

Risk Management

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
100-1700-427-01-10	Full-Time Employees	$94,500.00	$98,350.00	$3,850.00	4%
100-1700-427-02-10	Group Insurance	$24,300.00	$11,000.00	($13,300.00)	-55%
100-1700-427-02-20	FICA/Medicare	$7,200.00	$7,500.00	$300.00	4%
100-1700-427-02-40	Retirement	$8,700.00	$9,100.00	$400.00	5%
100-1700-427-02-50	Unemployment	$300.00	$200.00	($100.00)	-33%
100-1700-427-02-60	Workers Compensation	$100.00	$100.00	$0.00	0%
100-1700-427-02-90	Other Employee Benefits	$600.00	$550.00	($50.00)	-8%
	Total Wage & Benefit Cost	**$135,700.00**	**$126,800.00**	($8,900.00)	-7%
100-1700-427-03-90	Associations	$800.00	$700.00	($100.00)	-13%
100-1700-427-05-01	Safety Program	$9,000.00	$9,000.00	$0.00	0%
100-1700-427-05-30	Telephone & Radio	$1,100.00	$300.00	($800.00)	-73%
100-1700-427-05-60	Clothing Allowance	$150.00	$0.00	($150.00)	-100%
100-1700-427-05-64	Technology	$6,600.00	$6,600.00	$0.00	0%
100-1700-427-05-80	Travel & Seminars	$1,500.00	$1,500.00	$0.00	0%
100-1700-427-06-15	Operating Supplies	$800.00	$800.00	$0.00	0%
	Total Operating Expenditures	**$19,950.00**	**$18,900.00**	($1,050.00)	-5%
	Total Capital Purchases	**$0.00**	**$0.00**	$0.00	0%
	Total Budget	**$155,650.00**	**$145,700.00**	($9,950.00)	-6%

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
100-2100-431-01-10	Full-Time Employees	$761,500.00	$784,350.00	$22,850.00	3%
100-2100-431-01-20	Part-Time Employees	$46,900.00	$72,750.00	$25,850.00	55%
100-2100-431-01-30	Overtime	$85,000.00	$85,000.00	$0.00	0%
100-2100-431-02-10	Group Insurance	$145,500.00	$188,050.00	$42,550.00	29%
100-2100-431-02-20	FICA/Medicare	$68,300.00	$72,000.00	$3,700.00	5%
100-2100-431-02-40	Retirement	$66,000.00	$61,200.00	($4,800.00)	-7%
100-2100-431-02-50	Unemployment	$2,300.00	$1,600.00	($700.00)	-30%
100-2100-431-02-60	Workers Compensation	$14,900.00	$15,200.00	$300.00	2%
100-2100-431-02-90	Other Employee Benefits	$5,400.00	$6,800.00	$1,400.00	26%
	Total Wage & Benefit Cost	**$1,195,800.00**	**$1,286,950.00**	$91,150.00	8%
100-2100-431-03-22	Contracted Labor	$140,000.00	$125,000.00	($15,000.00)	-11%
100-2100-431-03-30	Professional / Electrical Services	$150,000.00	$165,000.00	$15,000.00	10%
100-2100-431-04-10	Electricity	$400,000.00	$400,000.00	$0.00	0%
100-2100-431-04-14	Christmas Lighting	$15,000.00	$15,000.00	$0.00	0%
100-2100-431-04-42	Repairs & Maintenance	$0.00	$30,000.00	$30,000.00	
100-2100-431-05-20	Insurance	$50,000.00	$52,000.00	$2,000.00	4%
100-2100-431-05-30	Telephone & Radio	$2,000.00	$2,000.00	$0.00	0%
100-2100-431-05-60	Uniforms	$3,800.00	$3,900.00	$100.00	3%
100-2100-431-05-64	Technology	$11,000.00	$11,000.00	$0.00	0%
100-2100-431-05-80	Travel & Seminars	$4,500.00	$5,900.00	$1,400.00	31%
100-2100-431-06-15	Operating Supplies	$125,000.00	$100,000.00	($25,000.00)	-20%
100-2100-431-06-20	Vehicle Supplies	$5,000.00	$0.00	($5,000.00)	-100%
100-2100-431-06-22	Salt/Deicer	$250,000.00	$250,000.00	$0.00	0%
100-2100-431-10-00	Capital Lease Principal	$253,700.00	$221,000.00	($32,700.00)	-13%
100-2100-431-20-00	Capital Lease Interest	$45,550.00	$37,200.00	($8,350.00)	-18%
	Total Operating Expenditures	**$1,455,550.00**	**$1,418,000.00**	($37,550.00)	-3%
100-2100-431-07-40	Equipment	$0.00	$313,400.00	$313,400.00	
	Total Capital Purchases	**$0.00**	**$313,400.00**	$313,400.00	313400000000%
	Total Budget	**$2,651,350.00**	**$3,018,350.00**	$367,000.00	14%

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
100-8000-419-01-10	Full-Time Employees	$131,600.00	$112,800.00	($18,800.00)	-14%
100-8000-419-01-30	Overtime	$200.00	$200.00	$0.00	0%
100-8000-419-02-10	Group Insurance	$20,600.00	$22,300.00	$1,700.00	8%
100-8000-419-02-20	FICA/Medicare	$9,900.00	$8,600.00	($1,300.00)	-13%
100-8000-419-02-40	Retirement	$9,100.00	$8,350.00	($750.00)	-8%
100-8000-419-02-50	Unemployment	$400.00	$250.00	($150.00)	-38%
100-8000-419-02-60	Workers Compensation	$200.00	$150.00	($50.00)	-25%
100-8000-419-02-90	Other Employee Benefits	$1,200.00	$1,050.00	($150.00)	-13%
	Total Wage & Benefit Cost	**$173,200.00**	**$153,700.00**	($19,500.00)	-11%
100-8000-419-03-22	Contracted Labor	$150,000.00	$180,000.00	$30,000.00	20%
100-8000-419-05-20	Insurance	$50.00	$25.00	($25.00)	-50%
100-8000-419-05-50	Printing Supplies	$800.00	$1,000.00	$200.00	25%
100-8000-419-05-60	Clothing Allowance	$300.00	$0.00	($300.00)	-100%
100-8000-419-05-64	Technology	$800.00	$20,000.00	$19,200.00	2400%
100-8000-419-05-80	Travel and Seminars	$200.00	$200.00	$0.00	0%
100-8000-419-06-15	Operating Supplies	$1,000.00	$1,000.00	$0.00	0%
	Total Operating Expenditures	**$153,150.00**	**$202,225.00**	$49,075.00	32%
	Total Budget	**$326,350.00**	**$355,925.00**	$29,575.00	9%

Cemetery

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
REVENUES					
215-0000-362-30-00	Sale of Grave Sites	$45,000.00	$45,000.00	$0.00	0%
215-0000-362-31-00	Sale of Mausoleum Vaults	$65,000.00	$78,000.00	$13,000.00	20%
	Total Revenue	**$110,000.00**	**$123,000.00**	$13,000.00	12%
EXPENDITURES					
215-4800-489-01-10	Full-Time Employees	$52,500.00	$53,500.00	$1,000.00	2%
215-4800-489-01-20	Part-Time Employees	$33,000.00	$29,150.00	($3,850.00)	-12%
215-4800-489-01-30	Overtime	$3,000.00	$0.00	($3,000.00)	-100%
215-4800-489-02-10	Group Insurance	$9,600.00	$10,100.00	$500.00	5%
215-4800-489-02-20	FICA/Medicare	$6,800.00	$6,300.00	($500.00)	-7%
215-4800-489-02-40	Retirement	$4,900.00	$2,700.00	($2,200.00)	-45%
215-4800-489-02-50	Unemployment	$200.00	$150.00	($50.00)	-25%
215-4800-489-02-60	Workers' Compensation	$900.00	$900.00	$0.00	0%
215-4800-489-02-90	Other Employee Benefits	$550.00	$550.00	$0.00	0%
	Total Wage & Benefit Cost	**$111,450.00**	**$103,350.00**	($8,100.00)	-7%
215-4800-489-03-22	Contracted Labor	$0.00	$55,000.00		
215-4800-489-05-60	Uniforms	$300.00	$300.00	$0.00	0%
215-4800-489-06-15	Operating Supplies	$75,000.00	$20,000.00	($55,000.00)	-73%
	Total Operating Expenditures	**$75,300.00**	**$75,300.00**	$0.00	0%
215-4800-489-07-40	Equipment	$0.00	$3,500.00	$3,500.00	
	Total Capital Purchases	**$0.00**	**$3,500.00**	$3,500.00	3500000000%
	Total Budget	**$186,750.00**	**$182,150.00**	($4,600.00)	-2%
	Net	**($76,750.00)**	**($59,150.00)**		

EMS

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
REVENUES					
246-0000-337-12-00	Stark County Transfer	$500,000.00	$500,000.00	$0.00	0%
246-0000-347-60-01	Classroom Registration	$4,000.00	$5,000.00	$1,000.00	25%
246-0000-369-00-00	Commerical Billing	$0.00	$40,000.00	$40,000.00	
246-0000-369-10-03	Public Education	$0.00	$5,000.00	$5,000.00	
246-0000-381-10-00	QMC Billing	$1,620,000.00	$1,700,000.00	$80,000.00	5%
246-0000-391-20-42	Transfer In ARPA	$588,780.00	$0.00	($588,780.00)	-100%
246-0000-391-70-07	Transfer In / Interest Revenue	$0.00	$350,000.00	$350,000.00	
	Total Revenue	**$2,712,780.00**	**$2,600,000.00**	($112,780.00)	-4%
EXPENDITURES					
246-7200-521-01-10	Full-Time Employees	$1,273,350.00	$1,323,000.00	$49,650.00	4%
246-7200-521-01-20	Part-Time Employees	$0.00	$36,850.00	$36,850.00	
246-7200-521-01-30	Overtime	$200,000.00	$200,000.00	$0.00	0%
246-7200-521-02-10	Group Insurance	$223,350.00	$212,650.00	($10,700.00)	-5%
246-7200-521-02-20	FICA/Medicare	$97,400.00	$117,600.00	$20,200.00	21%
246-7200-521-02-40	Retirement	$126,300.00	$129,100.00	$2,800.00	2%
246-7200-521-02-50	Unemployment	$3,800.00	$2,700.00	($1,100.00)	-29%
246-7200-521-02-60	Workers Compensation	$23,600.00	$24,700.00	$1,100.00	5%
246-7200-521-02-90	Other Employee Benefits	$9,550.00	$9,350.00	($200.00)	-2%
	Total Wage & Benefit Cost	**$1,957,350.00**	**$2,055,950.00**	$98,600.00	5%
246-7200-521-03-22	Contracted Labor	$20,000.00	$90,000.00	$70,000.00	350%
246-7200-521-03-90	Associations	$7,000.00	$7,000.00	$0.00	0%
246-7200-521-04-42	Repairs & Maintenance	$45,000.00	$45,000.00	$0.00	0%
246-7200-521-04-45	Apparatus Maintenance	$50,000.00	$50,000.00	$0.00	0%
246-7200-521-05-01	Public Education	$3,000.00	$0.00	($3,000.00)	-100%
246-7200-521-05-20	Insurance	$10,000.00	$10,000.00	$0.00	0%
246-7200-521-05-30	Telephone & Radio	$10,000.00	$10,000.00	$0.00	0%
246-7200-521-05-40	Advertising	$1,000.00	$1,000.00	$0.00	0%
246-7200-521-05-50	Printing	$1,000.00	$1,000.00	$0.00	0%
246-7200-521-05-64	Other Services/ Technology	$15,000.00	$15,000.00	$0.00	0%
246-7200-521-05-80	Travel & Seminars	$100,000.00	$100,000.00	$0.00	0%
246-7200-521-05-91	Medical	$15,000.00	$15,000.00	$0.00	0%
246-7200-521-06-15	Operating Supplies	$100,000.00	$100,000.00	$0.00	0%
246-7200-521-06-20	Vehicle Supplies	$10,000.00	$0.00	($10,000.00)	-100%
246-7200-521-06-25	Uniform Purchasing	$30,000.00	$45,000.00	$15,000.00	50%
246-7200-521-06-26	Gasoline, Diesel Fuel,Oil	$0.00	$15,000.00	$15,000.00	
	Total Operating Expenditures	**$417,000.00**	**$504,000.00**	$87,000.00	21%
246-7200-521-07-40	Equipment	$201,000.00	$0.00	($201,000.00)	-100%
	Total Capital Purchases	**$201,000.00**	**$0.00**	($201,000.00)	-100%
246-0000-491-60-12	Transfer Out / Internal Service Fund	$85,000.00	$30,750.00	($54,250.00)	-64%
	Total Transfers Out	**$85,000.00**	**$30,750.00**	($54,250.00)	-64%
	Total Budget	**$2,660,350.00**	**$2,590,700.00**	($69,650.00)	-3%
	Net	**$52,430.00**	**$9,300.00**		

Internal Service (Fleet)

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
REVENUES					
612-0000-391-10-00	Transfer In General Fund	$0.00	$595,650.00	$595,650.00	
612-0000-391-13-00	Reimbursed Expenses / Transfer In	$640,600.00	$0.00	($640,600.00)	-100%
612-0000-391-20-46	Transfer In EMS	$85,000.00	$30,750.00	($54,250.00)	-64%
612-0000-391-20-54	Transfer In Library	$9,000.00	$22,500.00	$13,500.00	150%
612-0000-391-60-01	Transfer in Water Distribution	$51,100.00	$63,600.00	$12,500.00	24%
612-0000-391-60-02	Transfer In Waste Water	$55,300.00	$45,750.00	($9,550.00)	-17%
612-0000-391-60-03	Transfer In Refuse	$620,200.00	$748,100.00	$127,900.00	21%
612-0000-391-60-04	Transfer In Storm Water	$9,250.00	$1,800.00	($7,450.00)	-81%
612-0000-391-60-05	Transfer In WWTP	$35,000.00	$32,300.00	($2,700.00)	-8%
	Total Revenue	**$1,505,450.00**	**$1,540,450.00**	$35,000.00	2%
EXPENDITURES					
612-0000-519-01-10	Full-Time Employees	$319,800.00	$339,500.00	$19,700.00	6%
612-0000-519-01-30	Overtime	$5,000.00	$5,000.00	$0.00	0%
612-0000-519-02-10	Group Insurance	$66,100.00	$97,200.00	$31,100.00	47%
612-0000-519-02-20	FICA/Medicare	$24,400.00	$26,000.00	$1,600.00	7%
612-0000-519-02-40	Retirement	$29,500.00	$71,250.00	$41,750.00	142%
612-0000-519-02-50	Unemployment	$950.00	$750.00	($200.00)	-21%
612-0000-519-02-60	Workers Compensation	$4,000.00	$4,000.00	$0.00	0%
612-0000-519-02-90	Other Employee Benefits	$2,700.00	$2,650.00	($50.00)	-2%
	Total Wage & Benefit Cost	**$452,450.00**	**$546,350.00**	$93,900.00	21%
612-0000-519-03-22	Contracted Labor	$4,500.00	$4,500.00	$0.00	0%
612-0000-519-04-42	Repairs & Maintenance	$335,100.00	$369,000.00	$33,900.00	10%
612-0000-519-05-20	Insurance	$9,000.00	$9,000.00	$0.00	0%
612-0000-519-05-30	Telephone and Radio	$500.00	$500.00	$0.00	0%
612-0000-519-05-50	Printing	$500.00	$500.00	$0.00	0%
612-0000-519-05-60	Uniforms	$1,500.00	$4,400.00	$2,900.00	193%
612-0000-519-05-64	Technology	$2,800.00	$11,400.00	$8,600.00	307%
612-0000-519-05-80	Travel & Seminars	$2,500.00	$2,500.00	$0.00	0%
612-0000-519-06-15	Operating Supplies	$50,000.00	$55,000.00	$5,000.00	10%
612-0000-519-06-23	Diesel Fuel	$300,650.00	$285,300.00	($15,350.00)	-5%
612-0000-519-06-26	Gasoline	$285,950.00	$236,000.00	($49,950.00)	-17%
	Total Operating Expenditures	**$993,000.00**	**$978,100.00**	($14,900.00)	-2%
612-0000-519-07-40	Capital Betterments/Equipment	$60,000.00	$16,000.00	($44,000.00)	-73%
	Total Capital Purchases	**$60,000.00**	**$16,000.00**	($44,000.00)	-73%
	Total Budget	**$1,505,450.00**	**$1,540,450.00**	$35,000.00	2%
	Net	**$0.00**	**$0.00**		

Legacy Square

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
REVENUES					
214-0000-369-00-00	Misc Revenue	$5,000.00	$5,000.00	$0.00	0%
214-0000-369-00-02	Wrist Band Sales	$5,500.00	$0.00	($5,500.00)	-100%
214-0000-369-00-03	Vendor Registration Dues	$8,000.00	$6,000.00	($2,000.00)	-25%
214-0000-369-00-04	Merchandise Sales	$100.00	$100.00	$0.00	0%
214-0000-391-20-10	Transfer In / Sales Tax	$250,000.00	$400,000.00	$150,000.00	60%
214-0000-391-20-22	Transfer In / Hospitality Tax	$250,000.00	$50,000.00	($200,000.00)	-80%
	Total Revenue	**$518,600.00**	**$461,100.00**	($57,500.00)	-11%
EXPENDITURES					
214-5800-489-01-20	Part-time Employees	$20,400.00	$20,100.00	($300.00)	-1%
214-5800-489-01-30	Overtime	$7,500.00	$0.00	($7,500.00)	-100%
214-5800-489-02-20	FICA/Medicare	$2,100.00	$1,550.00	($550.00)	-26%
214-5800-489-02-50	Unemployment	$50.00	$50.00	$0.00	0%
214-5800-489-02-60	Workers' Compensation	$100.00	$50.00	($50.00)	-50%
	Total Wage & Benefit Cost	**$30,150.00**	**$21,750.00**	($8,400.00)	-28%
214-5800-489-03-22	Contracted Labor	$6,500.00	$10,000.00	$3,500.00	54%
214-5800-489-03-23	Event Programming	$400,000.00	$350,000.00	($50,000.00)	-13%
214-5800-489-05-20	Insurance	$25,000.00	$28,000.00	$3,000.00	12%
214-5800-489-05-30	Telephone and Radio	$250.00	$100.00	($150.00)	-60%
214-5800-489-05-40	Marketing & Advertising	$50,300.00	$40,000.00	($10,300.00)	-20%
214-5800-489-05-64	Technology	$1,000.00	$500.00	($500.00)	-50%
214-5800-489-06-15	Operating Supplies	$5,000.00	$10,000.00	$5,000.00	100%
214-5800-489-06-26	Gasoline, Diesel Fuel, Oil	$100.00	$0.00	($100.00)	-100%
214-5800-489-09-06	Sales Tax Expense	$600.00	$500.00	($100.00)	-17%
	Total Operating Expenditures	**$488,750.00**	**$439,100.00**	($49,650.00)	-10%
214-5800-489-07-40	Equipment	$3,000.00	$0.00	($3,000.00)	-100%
	Total Capital Purchases	**$3,000.00**	**$0.00**	($3,000.00)	-100%
	Total Budget	**$521,900.00**	**$460,850.00**	($61,050.00)	-12%
	Net	**($3,300.00)**	**$250.00**		

Library

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
REVENUES					
254-0000-311-00-00	Taxes / General Property Taxes	$600,000.00	$629,650.00	$29,650.00	5%
254-0000-311-10-00	General Property Taxes / Delinquent	$2,500.00	$3,500.00	$1,000.00	40%
254-0000-335-10-02	Homestead Credit	$13,000.00	$13,000.00	$0.00	0%
254-0000-335-10-03	Mobile Homes & Other	$3,000.00	$3,000.00	$0.00	0%
254-0000-335-30-00	State Aid Distribution	$70,000.00	$60,000.00	($10,000.00)	-14%
254-0000-335-85-00	State Aid to Libraries	$19,700.00	$19,700.00	$0.00	0%
254-0000-338-31-00	Stark County Tax Levy	$330,000.00	$330,000.00	$0.00	0%
254-0000-347-60-01	Rural Registration	$1,250.00	$1,500.00	$250.00	20%
254-0000-347-60-02	Billings Co. School Distr	$50,400.00	$50,400.00	$0.00	0%
254-0000-347-60-04	Billings County	$67,600.00	$67,600.00	$0.00	0%
254-0000-347-60-05	Slope County	$42,000.00	$42,000.00	$0.00	0%
254-0000-351-20-00	Library Fines	$2,500.00	$2,500.00	$0.00	0%
254-0000-369-00-00	Misc Revenue	$2,500.00	$2,500.00	$0.00	0%
254-0000-369-10-01	Donations	$10,000.00	$10,000.00	$0.00	0%
254-0000-369-10-02	Copy Machine Revenue	$9,000.00	$9,000.00	$0.00	0%
254-0000-391-20-11	Operating Transfer In / 1/2% Sales Tax	$250,000.00	$375,000.00	$110,850.00	44%
	Total Revenue	**$1,473,450.00**	**$1,619,350.00**	$145,900.00	10%
EXPENDITURES					
254-7000-455-01-10	Full-Time Employees	$706,600.00	$733,250.00	$26,650.00	4%
254-7000-455-01-20	Part-Time Employees	$102,000.00	$102,000.00	$0.00	0%
254-7000-455-01-30	Overtime	$1,000.00	$200.00	($800.00)	-80%
254-7000-455-02-10	Group Insurance	$129,000.00	$155,000.00	$26,000.00	20%
254-7000-455-02-20	FICA/Medicare	$61,900.00	$63,700.00	$1,800.00	3%
254-7000-455-02-40	Retirement	$65,200.00	$103,150.00	$37,950.00	58%
254-7000-455-02-50	Unemployment	$2,000.00	$1,500.00	($500.00)	-25%
254-7000-455-02-60	Workers Compensation	$3,100.00	$3,100.00	$0.00	0%
254-7000-455-02-90	Other Employee Benefits	$6,300.00	$6,000.00	($300.00)	-5%
	Total Wage & Benefit Cost	**$1,077,100.00**	**$1,167,900.00**	$90,800.00	8%
254-7000-455-03-11	Committee & Board Meetings	$9,100.00	$9,100.00	$0.00	0%
254-7000-455-03-22	Contracted Labor	$5,500.00	$5,500.00	$0.00	0%
254-7000-455-03-90	Associations	$1,000.00	$1,100.00	$100.00	10%
254-7000-455-04-10	Electricity	$34,000.00	$30,000.00	($4,000.00)	-12%
254-7000-455-04-23	Custodial - Grounds Mtc.	$7,000.00	$0.00	($7,000.00)	-100%
254-7000-455-04-30	Building Repairs	$10,000.00	$0.00	($10,000.00)	-100%
254-7000-455-04-42	Repairs & Maintenance	$10,000.00	$25,000.00	$15,000.00	150%
254-7000-455-04-43	Library/Equip Rental/Lease	$3,500.00	$0.00	($3,500.00)	-100%
254-7000-455-05-20	Insurance	$17,000.00	$21,500.00	$4,500.00	26%
254-7000-455-05-30	Telephone & Radio	$5,500.00	$5,500.00	$0.00	0%
254-7000-455-05-40	Advertising	$6,500.00	$6,500.00	$0.00	0%
254-7000-455-05-50	Printing	$8,000.00	$8,000.00	$0.00	0%
254-7000-455-05-60	Clothing Allowance	$1,950.00	$0.00	($1,950.00)	-100%
254-7000-455-05-64	Technology	$2,000.00	$2,000.00	$0.00	0%
254-7000-455-05-80	Travel & Seminars	$5,000.00	$4,000.00	($1,000.00)	-20%
254-7000-455-06-15	Operating Supplies	$40,000.00	$40,000.00	$0.00	0%
254-7000-455-06-16	Postage	$18,000.00	$17,200.00	($800.00)	-4%
254-7000-455-06-18	Programming	$12,000.00	$17,000.00	$5,000.00	%
254-7000-455-06-40	Books	$55,000.00	$55,000.00	$0.00	%

254-7000-455-06-41	Periodicals	$6,500.00	$6,500.00	$0.00	0%
254-7000-455-06-42	Audio Visual Aids	$14,000.00	$14,000.00	$	%
254-7000-455-06-46	Billings Co- Books/Videos	$20,000.00	$20,000.00	$0.00	0%
254-7000-455-06-48	Slope Co- Books/Videos	$10,000.00	$10,000.00	$0.00	0%
254-7000-455-06-64	Digital Media	$63,000.00	$80,000.00	$17,000.00	27%
	Total Operating Expenditures	**$364,550.00**	**$377,900.00**	$13,350.00	4%
254-7000-455-07-20	Buildings & Structures	$0.00	$50,000.00	$50,000.00	
	Total Capital Purchases	**$0.00**	**$50,000.00**	$50,000.00	50000000000%
254-0000-491-60-12	Transfer Out / Fleet	$9,000.00	$22,500.00	$13,500.00	150%
	Total Transfers Out	**$9,000.00**	**$22,500.00**	$13,500.00	150%
	Total Budget	**$1,450,650.00**	**$1,618,300.00**	$167,650.00	12%
	Net	**$22,800.00**	**$1,050.00**		

Solid Waste Revenue

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
603-0000-381-10-01	Utility Billing	$2,000,000.00	$2,381,750.00	$381,750.00	19%
603-0000-381-10-02	Commercial Landfill	$950,000.00	$925,000.00	($25,000.00)	-3%
603-0000-381-10-03	Gate Receipts	$700,000.00	$800,000.00	$100,000.00	14%
603-0000-381-10-04	UB Commercial Service	$2,050,000.00	$2,205,000.00	$155,000.00	8%
603-0000-381-10-08	Commercial Container Rent	$225,000.00	$249,400.00	$24,400.00	11%
603-0000-382-40-06	Misc Revenue	$185,000.00	$185,000.00	$0.00	0%
603-0000-382-40-08	Recycle Income	$75,000.00	$150,000.00	$75,000.00	100%
603-0000-391-20-11	Transfer In / 1/2% Sales Tax	$0.00	$1,000,000.00	$1,000,000.00	
603-0000-391-20-19	Transfer In / Oil Impact	$0.00	$3,891,050.00	$3,541,050.00	
603-0000-391-70-07	Transfer In / Interest Revenue	$0.00	$834,350.00	$834,350.00	
	Total Revenue	**$6,185,000.00**	**$12,621,550.00**	$6,436,550.00	104%
	Use of Cash Reserves	**$1,910,650.00**	**$100,400.00**		
	Total Expenditures	**$7,203,550.00**	**$11,566,800.00**	$4,363,250.00	61%
	Capital Lease Principal	**$892,100.00**	**$820,800.00**		
	Debt Service Principal		**$334,350.00**		
	Net	**$0.00**	**$0.00**		

Solid Waste - Collections

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
EXPENDITURES					
603-8800-603-01-10	Regular	$576,000.00	$576,450.00	$450.00	0%
603-8800-603-01-30	Overtime	$17,500.00	$17,500.00	$0.00	0%
603-8800-603-02-10	Group Insurance	$103,200.00	$162,350.00	$59,150.00	57%
603-8800-603-02-20	FICA/Medicare	$43,900.00	$45,300.00	$1,400.00	3%
603-8800-603-02-40	Employer's Share-Retirement	$42,000.00	$87,500.00	$45,500.00	108%
603-8800-603-02-50	Unemployment	$1,700.00	$1,250.00	($450.00)	-26%
603-8800-603-02-60	Workers Compensation	$22,800.00	$22,800.00	$0.00	0%
603-8800-603-02-90	Other Employee Benefits	$4,800.00	$4,800.00	$0.00	0%
	Total Wage & Benefit Cost	**$811,900.00**	**$917,950.00**	$106,050.00	13%
603-8800-603-03-15	Administration Fees	$927,750.00	$1,274,000.00	$346,250.00	37%
603-8800-603-03-22	Contracted Labor	$16,000.00	$15,000.00	($1,000.00)	-6%
603-8800-603-03-90	Associations	$600.00	$800.00	$200.00	33%
603-8800-603-04-42	Repairs & Maintenance	$40,000.00	$40,000.00	$0.00	0%
603-8800-603-05-20	Insurance	$75,000.00	$75,000.00	$0.00	0%
603-8800-603-05-30	Telephone & Radio	$500.00	$500.00	$0.00	0%
603-8800-603-05-40	Advertising	$300.00	$1,000.00	$700.00	233%
603-8800-603-05-50	Printing	$1,500.00	$1,500.00	$0.00	0%
603-8800-603-05-60	Uniforms	$3,000.00	$3,000.00	$0.00	0%
603-8800-603-05-64	Technology	$25,500.00	$28,000.00	$2,500.00	10%
603-8800-603-05-80	Travel & Seminars	$3,000.00	$3,000.00	$0.00	0%
603-8800-603-06-15	Operating Supplies	$30,000.00	$30,000.00	$0.00	0%
603-8800-603-20-00	Capital Lease Interest	$81,100.00	$76,550.00	($4,550.00)	-6%
603-8800-603-47-21	Debt Service / Refuse Bond Interest	$0.00	$129,700.00	$129,700.00	
603-8800-603-47-31	Debt Service / Refuse Bond Agency	$0.00	$11,400.00	$11,400.00	
	Total Operating Expenditures	**$1,204,250.00**	**$1,689,450.00**	$485,200.00	40%
603-8800-603-07-38	Refuse Containers	$60,000.00	$60,000.00	$0.00	0%
	Total Capital Purchases	**$60,000.00**	**$60,000.00**	$0.00	0%
603-0000-491-60-12	Transfer Out - Fleet	$620,200.00	$748,100.00	$127,900.00	21%
603-0000-491-80-11	Transfer Out - City Employee Pension	$104,050.00	$0.00	($104,050.00)	-100%
	Total Transfers Out	**$724,250.00**	**$748,100.00**	$23,850.00	3%
	Total Budget	**$2,800,400.00**	**$3,415,500.00**	$615,100.00	22%

Solid Waste - Disposals

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
603-8900-603-01-10	Regular	$725,600.00	$768,400.00	$42,800.00	6%
603-8900-603-01-20	Part-Time Employees	$66,000.00	$36,600.00	($29,400.00)	-45%
603-8900-603-01-30	Overtime	$50,000.00	$60,000.00	$10,000.00	20%
603-8900-603-02-10	Group Insurance	$184,900.00	$176,300.00	($8,600.00)	-5%
603-8900-603-02-20	FICA/Medicare	$64,300.00	$66,000.00	$1,700.00	3%
603-8900-603-02-40	Retirement	$63,400.00	$60,800.00	($2,600.00)	-4%
603-8900-603-02-50	Unemployment	$2,200.00	$1,600.00	($600.00)	-27%
603-8900-603-02-60	Workers Compensation	$27,900.00	$30,400.00	$2,500.00	9%
603-8900-603-02-90	Other Employee Benefits	$5,800.00	$6,300.00	$500.00	9%
	Total Wage & Benefit Cost	**$1,190,100.00**	**$1,206,400.00**	$16,300.00	1%
603-8900-603-03-22	Professional Services/Contracted	$8,000.00	$10,000.00	$2,000.00	25%
603-8900-603-03-31	Engineering Services	$170,000.00	$50,000.00	($120,000.00)	-71%
603-8900-603-03-90	Associations	$300.00	$800.00	$500.00	167%
603-8900-603-04-10	Electricity	$115,000.00	$115,000.00	$0.00	0%
603-8900-603-04-11	Water & Sewage	$1,500.00	$1,500.00	$0.00	0%
603-8900-603-04-24	Grounds Maintenance	$1,000.00	$1,000.00	$0.00	0%
603-8900-603-04-30	Building Repairs	$15,000.00	$25,000.00	$10,000.00	67%
603-8900-603-04-42	Repairs & Maintenance	$145,000.00	$300,000.00	$155,000.00	107%
603-8900-603-04-43	Equipment Rentals	$1,000.00	$1,000.00	$0.00	0%
603-8900-603-05-20	Insurance	$30,000.00	$35,000.00	$5,000.00	17%
603-8900-603-05-30	Telephone & Radio	$500.00	$1,900.00	$1,400.00	280%
603-8900-603-05-50	Printing	$1,000.00	$1,000.00	$0.00	0%
603-8900-603-05-60	Uniforms	$3,200.00	$3,600.00	$400.00	13%
603-8900-603-05-64	Technology	$3,000.00	$8,000.00	$5,000.00	167%
603-8900-603-05-80	Travel & Seminars	$3,000.00	$3,000.00	$0.00	0%
603-8900-603-06-15	Operating Supplies	$100,000.00	$150,000.00	$50,000.00	50%
603-8900-603-06-19	Sand & Gravel	$0.00	$100,000.00	$100,000.00	
603-8900-603-06-21	Propane	$4,500.00	$4,500.00	$0.00	0%
603-8900-603-06-26	Gasoline, Diesel Fuel,Oil	$0.00	$70,000.00	$70,000.00	
603-8900-603-09-24	Lab Supplies & Testing Expenses	$25,000.00	$25,000.00	$0.00	0%
603-8900-603-20-00	Capital Lease Interest	$59,800.00	$66,000.00	$6,200.00	10%
603-8900-603-80-10	Other Cost / Landfill Permit Fees	$1,000.00	$1,000.00	$0.00	0%
	Total Operating Expenditures	**$687,800.00**	**$973,300.00**	$285,500.00	42%
603-8900-603-07-20	Buildings & Structures	$0.00	$5,131,050.00	$5,131,050.00	
603-8900-603-07-30	Imp- Other Than Buildings	$2,045,000.00	$350,000.00	($1,695,000.00)	-83%
603-8900-603-07-40	Equipment	$27,500.00	$0.00	($27,500.00)	-100%
	Total Capital Purchases	**$2,072,500.00**	**$5,481,050.00**	$3,408,550.00	164%
	Total Budget	**$3,950,400.00**	**$7,660,750.00**	$3,710,350.00	94%

Solid Waste - Recycling

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
603-8850-603-01-10	Full-Time Employees	$184,000.00	$191,500.00	$7,500.00	4%
603-8850-603-01-30	Overtime	$0.00	$2,500.00	$2,500.00	
603-8850-603-02-10	Group Insurance	$57,050.00	$62,400.00	$5,350.00	9%
603-8850-603-02-20	FICA/Medicare	$14,000.00	$14,600.00	$600.00	4%
603-8850-603-02-40	Retirement	$14,800.00	$15,500.00	$700.00	5%
603-8850-603-02-50	Unemployment	$600.00	$550.00	($50.00)	-8%
603-8850-603-02-60	Workers Compensation	$5,200.00	$5,200.00	$0.00	0%
603-8850-603-02-90	Other Employee Benefits	$1,600.00	$1,600.00	$0.00	0%
	Total Wage & Benefit Cost	**$277,250.00**	**$293,850.00**	$16,600.00	6%
603-8850-603-03-22	Contracted Labor	$115,000.00	$115,000.00	$0.00	0%
603-8850-603-03-90	Associations	$300.00	$800.00	$500.00	167%
603-8850-603-04-42	Repairs & Maintenance	$15,000.00	$15,000.00	$0.00	0%
603-8850-603-05-20	Insurance	$10,000.00	$10,000.00	$0.00	0%
603-8850-603-05-30	Telephone & Radio	$500.00	$500.00	$0.00	0%
603-8850-603-05-50	Printing	$1,000.00	$1,000.00	$0.00	0%
603-8850-603-05-60	Uniforms	$900.00	$600.00	($300.00)	-33%
603-8850-603-05-64	Technology	$3,800.00	$3,800.00	$0.00	0%
603-8850-603-05-80	Travel & Seminars	$3,000.00	$3,500.00	$500.00	17%
603-8850-603-06-15	Operating Supplies	$1,000.00	$1,500.00	$500.00	50%
603-8850-603-06-16	Disposal Fees	$10,000.00	$10,000.00	$0.00	0%
603-8850-603-06-18	Programming & Outreach	$15,000.00	$15,000.00	$0.00	0%
	Total Operating Expenditures	**$175,500.00**	**$176,700.00**	$1,200.00	1%
603-8850-603-07-38	Containers	$0.00	$20,000.00	$20,000.00	
	Total Capital Purchases	**$0.00**	**$20,000.00**	$20,000.00	20000000000%
	Total Budget	**$452,750.00**	**$490,550.00**	$37,800.00	8%

Storm Water

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
REVENUES					
604-0000-381-10-01	Utility Billing	$325,000.00	$325,000.00	$0.00	0%
604-0000-382-40-06	Misc Revenue	$15,000.00	$10,000.00	($5,000.00)	-33%
	Total Revenue	**$340,000.00**	**$335,000.00**	($5,000.00)	-1%
	Use of Cash Reserves	**$0.00**	**$502,700.00**		
EXPENDITURES					
604-8700-604-01-10	Full-Time Employees	$88,400.00	$92,000.00	$3,600.00	4%
604-8700-604-01-20	Part-Time Employees	$22,400.00	$19,500.00	($2,900.00)	-13%
604-8700-604-02-10	Group Insurance	$23,700.00	$25,900.00	$2,200.00	9%
604-8700-604-02-20	FICA/Medicare	$8,400.00	$8,550.00	$150.00	2%
604-8700-604-02-40	Retirement	$8,200.00	$8,500.00	$300.00	4%
604-8700-604-02-50	Unemployment	$300.00	$250.00	($50.00)	-17%
604-8700-604-02-60	Workers Compensation	$1,000.00	$1,000.00	$0.00	0%
604-8700-604-02-90	Other Employee Benefits	$600.00	$550.00	($50.00)	-8%
	Total Wage & Benefit Cost	**$153,000.00**	**$156,250.00**	$3,250.00	2%
604-8700-604-03-15	Administration Fees	$51,000.00	$48,900.00	($2,100.00)	-4%
604-8700-604-03-22	Contracted Labor	$45,000.00	$95,000.00	$50,000.00	111%
604-8700-604-03-31	Engineering Fees	$6,000.00	$6,000.00	$0.00	0%
604-8700-604-04-10	Electricity	$700.00	$700.00	$0.00	0%
604-8700-604-04-24	Grounds Maintenance	$0.00	$2,500.00	$2,500.00	
604-8700-604-04-42	Repairs & Maintenance	$7,500.00	$2,500.00	($5,000.00)	-67%
604-8700-604-05-20	Insurance	$4,800.00	$5,200.00	$400.00	8%
604-8700-604-05-30	Telephone & Radio	$500.00	$600.00	$100.00	20%
604-8700-604-05-60	Clothing Allowance	$150.00	$0.00	($150.00)	-100%
604-8700-604-05-64	Technology	$0.00	$2,000.00	$2,000.00	
604-8700-604-05-80	Travel & Seminars	$300.00	$1,250.00	$950.00	317%
604-8700-604-06-15	Operating Supplies	$5,500.00	$5,500.00	$0.00	0%
604-8700-604-06-18	Programming & Outreach	$2,000.00	$2,000.00	$0.00	0%
604-8700-604-06-19	Outreach and Marketing	$2,000.00	$0.00	($2,000.00)	-100%
	Total Operating Expenditures	**$125,450.00**	**$172,150.00**	$46,700.00	37%
604-8700-604-07-30	Imp- Other Than Buildings	$0.00	$60,000.00	$60,000.00	
604-8700-604-07-40	Equipment	$0.00	$147,500.00	$147,500.00	
	Total Capital Purchases	**$0.00**	**$207,500.00**	$207,500.00	207500000000%
604-0000-491-40-68	Transfer Out / General Capital Projects	$0.00	$300,000.00	$300,000.00	
604-0000-491-60-12	Transfer Out / Fleet	$9,250.00	$1,800.00	($7,450.00)	-81%
	Total Transfers Out	**$9,250.00**	**$301,800.00**	$292,550.00	3163%
	Total Budget	**$287,700.00**	**$837,700.00**	$550,000.00	
	Net	**$52,300.00**	**$0.00**		

WasteWater

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
REVENUES					
602-0000-381-10-06	Meter Charges	$1,700,000.00	$2,684,900.00	$984,900.00	58%
602-0000-382-20-00	Connection Fees	$100,000.00	$125,000.00	$25,000.00	25%
602-0000-382-40-05	Septage Receiving Station	$70,000.00	$70,000.00	$0.00	0%
602-0000-382-40-06	Other Misc Revenue	$375,000.00	$195,000.00	($180,000.00)	-48%
602-0000-382-40-07	Contracted Base Rate	$578,000.00	$519,500.00	($58,500.00)	-10%
602-0000-391-20-10	Transfer In / Sales Tax	$0.00	$2,000,000.00	$2,000,000.00	
602-0000-391-20-19	Transfer In / Oil Impact	$0.00	$900,000.00	$900,000.00	
	Total Revenue	**$2,823,000.00**	**$6,494,400.00**	$3,671,400.00	130%
	Use of Cash Reserves	**$2,160,450.00**	**$0.00**		
EXPENDITURES					
602-8600-602-01-10	Full-Time Employees	$470,300.00	$487,400.00	$17,100.00	4%
602-8600-602-01-20	Part-Time Employees	$22,400.00	$19,650.00	($2,750.00)	-12%
602-8600-602-01-30	Overtime	$30,000.00	$35,000.00	$5,000.00	17%
602-8600-602-02-10	Group Insurance	$116,600.00	$151,650.00	$35,050.00	30%
602-8600-602-02-20	FICA/Medicare	$40,000.00	$41,300.00	$1,300.00	3%
602-8600-602-02-40	Retirement	$34,900.00	$38,500.00	$3,600.00	10%
602-8600-602-02-50	Unemployment	$1,400.00	$1,100.00	($300.00)	-21%
602-8600-602-02-60	Workers Compensation	$7,000.00	$7,000.00	$0.00	0%
602-8600-602-02-90	Other Employee Benefits	$3,700.00	$3,600.00	($100.00)	-3%
	Total Wage & Benefit Cost	**$726,300.00**	**$785,200.00**	$58,900.00	8%
602-8600-602-03-15	Administration Fees	$423,450.00	$553,300.00	$129,850.00	31%
602-8600-602-03-22	Contracted Labor	$63,500.00	$63,500.00	$0.00	0%
602-8600-602-03-30	Electrical Services	$25,000.00	$30,000.00	$5,000.00	20%
602-8600-602-03-31	Engineering Fees	$15,000.00	$15,000.00	$0.00	0%
602-8600-602-03-90	Associations	$1,000.00	$0.00	($1,000.00)	-100%
602-8600-602-04-10	Electricity	$300,000.00	$265,000.00	($35,000.00)	-12%
602-8600-602-04-30	Building Repairs	$8,000.00	$8,000.00	$0.00	0%
602-8600-602-04-42	Repairs & Maintenance	$80,000.00	$285,000.00	$205,000.00	256%
602-8600-602-04-43	Equipment Rentals/Lease	$6,500.00	$6,500.00	$0.00	0%
602-8600-602-05-20	Insurance	$50,000.00	$73,000.00	$23,000.00	46%
602-8600-602-05-60	Clothing Allowance	$2,400.00	$2,100.00	($300.00)	-13%
602-8600-602-05-64	Technology	$16,000.00	$20,000.00	$4,000.00	25%
602-8600-602-05-80	Travel & Seminars	$4,800.00	$3,400.00	($1,400.00)	-29%
602-8600-602-06-15	Operating Supplies	$50,000.00	$40,000.00	($10,000.00)	-20%
602-8600-602-06-26	Gasoline, Diesel Fuel,Oil	$0.00	$10,000.00	$10,000.00	
602-8600-602-09-10	Chemicals	$300,000.00	$350,000.00	$50,000.00	17%
602-8600-602-09-20	Pipes & Fittings	$15,000.00	$10,000.00	($5,000.00)	-33%
602-8600-602-20-00	Capital Lease Interest	$22,200.00	$13,150.00	($9,050.00)	-41%
602-8600-602-47-21	Debt Service / Wastewater Bond Interest	$0.00	$425,300.00	$425,300.00	
602-8600-602-47-31	Debt Service / Wastewater Bond Agency	$0.00	$39,500.00	$39,500.00	
	Total Operating Expenditures	**$1,382,850.00**	**$2,212,750.00**	$829,900.00	60%
602-8600-602-07-30	Imp- Other Than Buildings	$1,619,000.00	$900,000.00	($719,000.00)	-44%
602-8600-602-07-40	Equipment	$0.00	$147,500.00	$147,500.00	
	Total Capital Purchases	**$1,619,000.00**	**$1,047,500.00**	($571,500.00)	-35%
602-0000-491-60-05	Transfer Out / WWTP Fund	$1,200,000.00	$0.00	($1,200,000.00)	-100%
602-0000-491-60-12	Transfer Out / Fleet	$55,300.00	$45,750.00	($9,550.00)	-17%
	Total Transfers Out	**$1,255,300.00**	**$45,750.00**	($1,209,550.00)	-96%
	Total Budget	**$4,983,450.00**	**$4,091,200.00**	($892,250.00)	-18%
	Capital Lease Principal	**$189,250.00**	**$179,800.00**		
	Debt Service Principal		**$2,140,000.00**		
	Net	**$0.00**	**$83,400.00**		

Water Distribution

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
REVENUES					
601-0000-381-10-05	Consumption	$6,880,000.00	$6,885,300.00	$5,300.00	0%
601-0000-381-10-06	Meter Charges	$1,300,000.00	$1,629,650.00	$329,650.00	25%
601-0000-381-10-07	Flat Rate - Wells	$1,100.00	$1,100.00	$0.00	0%
601-0000-381-20-03	Labor Sales & Service	$500.00	$750.00	$250.00	50%
601-0000-382-20-00	Connection Fees	$200,000.00	$200,000.00	$0.00	0%
601-0000-382-30-00	Meter Sales & Repairs	$1,000.00	$1,200.00	$200.00	20%
601-0000-382-40-04	Bad Debts Recovered	$12,000.00	$15,000.00	$3,000.00	25%
601-0000-382-40-05	Water Vendor	$25,000.00	$30,000.00	$5,000.00	20%
601-0000-382-40-06	Other Misc Revenue	$30,000.00	$30,000.00	$0.00	0%
	Total Revenue	**$8,449,600.00**	**$8,793,000.00**	$343,400.00	4%
	Use of Cash Reserves	**$0.00**	**$656,150.00**		
EXPENDITURES					
601-8200-601-01-10	Full-Time Employees	$264,300.00	$275,100.00	$10,800.00	4%
601-8200-601-01-20	Part-Time Employees	$0.00	$36,600.00	$36,600.00	
601-8200-601-01-30	Overtime	$25,000.00	$30,000.00	$5,000.00	20%
601-8200-601-02-10	Group Insurance	$11,000.00	$46,900.00	$35,900.00	326%
601-8200-601-02-20	FICA/Medicare	$20,100.00	$31,100.00	$11,000.00	55%
601-8200-601-02-40	Retirement	$21,000.00	$52,200.00	$31,200.00	149%
601-8200-601-02-50	Unemployment	$800.00	$600.00	($200.00)	-25%
601-8200-601-02-60	Workers Compensation	$4,000.00	$6,500.00	$2,500.00	63%
601-8200-601-02-90	Other Employee Benefits	$2,200.00	$2,100.00	($100.00)	-5%
	Total Wage & Benefit Cost	**$348,400.00**	**$481,100.00**	$132,700.00	38%
601-8200-601-03-15	Administration Fees	$1,267,450.00	$1,478,600.00	$211,150.00	17%
601-8200-601-03-22	Contracted Labor	$200,000.00	$200,000.00	$0.00	0%
601-8200-601-03-30	Electrical Services	$2,500.00	$2,500.00	$0.00	0%
601-8200-601-03-31	Engineering Fees	$10,000.00	$10,000.00	$0.00	0%
601-8200-601-03-90	Associations	$700.00	$2,250.00	$1,550.00	221%
601-8200-601-04-10	Electricity	$142,000.00	$135,000.00	($7,000.00)	-5%
601-8200-601-04-30	Building Repairs	$2,500.00	$2,500.00	$0.00	0%
601-8200-601-04-42	Repairs & Maintenance	$25,000.00	$230,000.00	$205,000.00	820%
601-8200-601-04-43	Equipment Rentals/Lease	$13,000.00	$13,500.00	$500.00	4%
601-8200-601-05-20	Insurance	$30,000.00	$40,000.00	$10,000.00	33%
601-8200-601-05-30	Telephone & Radio	$15,000.00	$16,500.00	$1,500.00	10%
601-8200-601-05-50	Printing Supplies	$1,500.00	$1,500.00	$0.00	0%
601-8200-601-05-60	Uniforms	$1,200.00	$1,050.00	($150.00)	-13%
601-8200-601-05-64	Technology	$45,000.00	$63,600.00	$18,600.00	41%
601-8200-601-05-80	Travel & Seminars	$4,800.00	$3,150.00	($1,650.00)	-34%
601-8200-601-06-15	Operating Supplies	$46,000.00	$45,000.00	($1,000.00)	-2%
601-8200-601-06-19	Gravel	$25,000.00	$40,000.00	$15,000.00	60%
601-8200-601-06-26	Gasoline, Diesel Fuel,Oil	$0.00	$10,000.00	$10,000.00	
601-8200-601-09-20	Pipes & Fittings	$60,000.00	$60,000.00	$0.00	0%
601-8200-601-09-24	Lab Supplies & Testing Expenses	$15,000.00	$20,000.00	$5,000.00	33%
601-8200-601-09-40	Meters	$45,000.00	$45,000.00	$0.00	0%
	Total Operating Expenditures	**$1,951,650.00**	**$2,420,150.00**	$468,500.00	

601-8200-601-07-30	Imp- Other Than Buildings	$300,000.00	$12,000.00	($288,000.0	
601-8200-601-07-40	Equipment	$0.00	$285,000.00	$285,000.00	
	Total Capital Purchases	**$300,000.00**	**$297,000.00**	($3,000.00)	-1%
601-0000-491-60-12	Transfer Out / Fleet	$51,100.00	$63,600.00	$12,500.00	24%
	Total Transfers Out	**$51,100.00**	**$63,600.00**	$12,500.00	24%
601-8400-601-06-70	Bascule Gates M & O	$15,000.00	$15,000.00	$0.00	0%
601-8400-601-08-01	Water Cost	$5,700,000.00	$5,800,000.00	$100,000.00	2%
601-8400-601-47-21	Debt Service / Water Bond	$0.00	$116,100.00	$116,100.00	
601-8400-601-47-31	Debt Service / Water Bond	$0.00	$41,200.00	$41,200.00	
	Total Non Departmental	**$5,715,000.00**	**$5,972,300.00**	$257,300.00	5%
	Total Budget	**$8,366,150.00**	**$9,234,150.00**	$868,000.00	10%
	Debt Service Principal		**$215,000.00**		
	Net	**$83,450.00**	**$0.00**		

Water Reclamation Facility

Account Number	Account Description	2026 Budget	2027 Budget	Variance	% Variance
REVENUES					
605-0000-381-10-07	Flat Rate - Wells	$6,000.00	$6,000.00	$0.00	0%
605-0000-381-10-08	Consumption	$2,250,000.00	$1,353,000.00	($897,000.00)	-40%
605-0000-381-10-10	Wastewater Reuse	$500,000.00	$410,000.00	($90,000.00)	-18%
605-0000-391-20-19	Transfer In / Oil Impact	$0.00	$0.00	$2,000,000.00	
605-0000-391-60-02	Transfer In / Wastewater Fund	$1,200,000.00	$0.00	($1,200,000.00)	-100%
	Total Revenue	**$3,956,000.00**	**$1,769,000.00**	($2,187,000.00)	-55%
	Use of Cash Reserves	**$11,250.00**	**$2,923,350.00**		
EXPENDITURES					
605-8500-605-01-10	Full-Time Employees	$396,900.00	$339,400.00	($57,500.00)	-14%
605-8500-605-01-20	Part-time Employee	$11,000.00	$9,750.00	($1,250.00)	-11%
605-8500-605-01-30	Overtime	$14,000.00	$14,500.00	$500.00	4%
605-8500-605-02-10	Group Insurance	$64,950.00	$84,300.00	$19,350.00	30%
605-8500-605-02-20	FICA/Medicare	$30,300.00	$27,900.00	($2,400.00)	-8%
605-8500-605-02-40	Retirement	$33,500.00	$22,550.00	($10,950.00)	-33%
605-8500-605-02-50	Unemployment	$1,100.00	$800.00	($300.00)	-27%
605-8500-605-02-60	Workers Compensation	$6,000.00	$6,000.00	$0.00	0%
605-8500-605-02-90	Other Employee Benefits	$3,100.00	$2,550.00	($550.00)	-18%
	Total Wage & Benefit Cost	**$560,850.00**	**$507,750.00**	($53,100.00)	-9%
605-8500-605-03-15	Administration Fees	$413,400.00	$536,200.00	$122,800.00	30%
605-8500-605-03-17	Conveyance Fees	$15,000.00	$17,000.00	$2,000.00	13%
605-8500-605-03-22	Contracted Labor	$70,000.00	$75,000.00	$5,000.00	7%
605-8500-605-03-31	Engineering Fees	$10,000.00	$10,000.00	$0.00	0%
605-8500-605-03-90	Associations	$0.00	$1,600.00	$1,600.00	
605-8500-605-04-10	Electricity	$300,000.00	$325,000.00	$25,000.00	8%
605-8500-605-04-42	Repairs & Maintenance	$110,000.00	$343,000.00	$233,000.00	212%
605-8500-605-04-43	Equipment Rentals/Lease	$8,000.00	$8,000.00	$0.00	0%
605-8500-605-05-20	Insurance	$25,000.00	$25,000.00	$0.00	0%
605-8500-605-05-30	Telephone & Radio	$2,500.00	$3,000.00	$500.00	20%
605-8500-605-05-50	Printing	$500.00	$500.00	$0.00	0%
605-8500-605-05-60	Uniforms	$1,200.00	$1,500.00	$300.00	25%
605-8500-605-05-64	Technology	$6,000.00	$8,500.00	$2,500.00	42%
605-8500-605-05-80	Travel & Seminars	$4,800.00	$7,100.00	$2,300.00	48%
605-8500-605-05-85	Chemicals	$65,000.00	$75,000.00	$10,000.00	15%
605-8500-605-06-15	Operating Supplies	$20,000.00	$33,000.00	$13,000.00	65%
605-8500-605-06-26	Gasoline,Diesel Fuel,Oil	$0.00	$10,000.00	$10,000.00	
605-8500-605-09-24	Lab Supplies & Testing Expenses	$75,000.00	$75,000.00	$0.00	0%
605-8500-605-47-21	Debt Service / WRF Bond Interest	$0.00	$286,300.00	$286,300.00	
605-8500-605-47-31	Debt Service / WRF Bond Agency Fees	$0.00	$71,600.00	$71,600.00	
	Total Operating Expenditures	**$1,126,400.00**	**$1,912,300.00**	$785,900.00	70%
605-8500-605-07-30	Imp- Other Than Buildings	$2,000,000.00	$0.00	($2,000,000.00)	-100%
605-8500-605-07-40	Equipment	$245,000.00	$0.00	($245,000.00)	-100%
	Total Capital Purchases	**$2,245,000.00**	**$0.00**	($2,245,000.00)	-100%
605-0000-491-60-12	Transfer Out / Fleet	$35,000.00	$32,300.00	($2,700.00)	-8%
	Total Transfers Out	**$35,000.00**	**$32,300.00**	($2,700.00)	-8%
	Total Budget	**$3,967,250.00**	**$2,452,350.00**	($1,514,900.00)	-38%
	Debt Service Principal		**$2,240,000.00**		
	Net	**$0.00**	**$0.00**		

SUBSIDIES BREAKDOWN

		2026	2027
1% Sales Tax			
Domestic Violence Shelter		32,500	35,000
Stark Development		800,000	850,000
Stark Development City Match Grant		150,000	150,000
Public Transit / Eldercare		252,000	252,000
Senior Citizen Grant Program		60,000	60,000
Southwest Regional Grant Program		60,000	60,000
United Way Of Dickinson		6,000	-
Sunrise Youth Bureau		24,000	25,000
	TOTAL	**$1,384,500**	**$1,432,000**
General Fund			
Imagination Library		10,000	10,000
Community Action Partnership		15,000	15,000
Dickinson City Band		2,500	3,000
House of Manna		12,500	15,000
Western Wellness Foundation		15,000	15,000
	TOTAL	**$55,000**	**$58,000**
Hospitality Tax			
Theodore Roosevelt Symposium		6,500	7,000
Chamber of Commerce		12,500	12,500
CVB Grant (per municipal code)		50,000	50,000
Pegus Fireworks		50,000	50,000
NDLC Spring Conference		4,500	-
	TOTAL	**$123,500**	**$119,500**
1/2% Sales Tax			
WRCC Subsidy		1,500,000	1,500,000
	TOTAL	**$1,500,000**	**$1,500,000**
ARPA (closed in 2026)			
SW Art Gallery & Science Center		125,000	-
New Ambulance Service		588,780	-
	TOTAL	**$713,780**	**$0**
		$3,776,780	**$3,109,500**

Personnel Requests 2027

Amounts include wages and employer paid benefits

Department	Position	Amount Requested	Amount Approved	Notes
Animal Control	NEW Part-Time Kennel Attendant	20,650	-	Not approved
Buildings & Sites	Foreman	2,900	-	Internal promotion, not approved
Engineering	GIS Specialist Reclassification	5,700	5,700	G16 Step 13 to G17 Step 12
Fire	Senior Firefighter (4)	15,200	15,200	Internal achievable
Forestry	NEW Arborist	89,000	-	PW13, not approved, share with Parks & Rec?
Human Resources	Senior HR Generalist	5,100	5,100	G16 Step 6 to G17 Step 5
Planning	Planner II	4,800	-	G16 Step 3 to G17 Step 2, no longer applicable
Police	NEW Training Sergeant	134,000	-	No new FTEs approved
	Records Clerk Grade Reclassifications (2)	6,300	6,300	G11 Step 8 to G12 Step 7 & G11 Step 5 to G12 Step 4
PW Administration	NEW Administrative Assistant/Planner	81,000	-	No new FTEs approved
Wastewater	NEW Operator	88,000	-	No new FTEs approved
Water Distribution	NEW Part-Time Operator	36,000	36,000	Retired employee
	NEW Operator	88,000	-	No new FTEs approved
Water Reclamation Facility	NEW Operator	88,000	-	No new FTEs approved
	Total Staff Change Requests	**$ 664,650**	**$ 68,300**	

Capital Requests 2027

Department	Description	Amount Requested	Amount Approved	Comments
GENERAL FUND				
Animal Control	Repaint/Wall Repair of Entire Shelter	8,500	-	Schedule for 2026 using encumbrance from roof project
	Vehicle w/ Service Body	72,000	-	ACO Specific, includes ramp and kennels, not approved
Buildings & Sites	Mower and attachments	55,000	55,000	Replace B11 - 2014 John Deere 1575
	New 3500 Pickup & Ramp Rack	65,000	-	Not approved
Fire	Structural Firefighting Gear	50,000	50,000	Use special revenue fund
	New Fire Engine	500,000	358,950	Use special revenue fund for two leases
Forestry	5'x10' Dump Trailer	10,000	-	Use trailer in fleet
Information Systems	LPR Server	45,000	45,000	5 year replacement
	Finance Software Implementation	250,000	250,000	Core Financial, Budgetting, UB, Capital Planning, Payroll
Museum	60" Snow Brush	7,400	7,400	For clearing sidewalks
	Soffit/facia/gutters on Joachim/Dino Building	26,200	26,200	
	EIFS Repairs on Joachim/Dino Building	18,950	18,950	
	Gallery Development (cases, plinths, pedestals, etc)	95,000	95,000	Use hospitality tax
Police	Pergola	5,000	-	Not approved
	Brinc Interior SWAT Drone	21,000	-	Possible grant purchase
	Records Egress Door Project	35,000	-	Defer and combine with hallway project
	Faro 3D Imager	65,000	-	Possible grant purchase
	Hallway Repairs	45,000	-	Defer and define scope
	Patrol Squad Cars w/ Equipment (4)	326,600	326,600	Annual Rotation
Street	Paint Sprayer	8,000	8,000	Replace old unit
	Brine Unit	15,000	15,000	Replace old unit
	Flatbed Refit for Single Axle Dump Truck	15,000	15,000	
	Air Compressor	25,400	25,400	
	Snow Gate (2)	100,000	100,000	Use Highway Tax
	Tandem Axle Dump Truck	150,000	150,000	Split with Water Distribution fund
	General Fund Total	**2,005,550**	**1,546,500**	

Department	Description	Amount Requested	Amount Approved	Comments
SPECIAL REVENUE & INTERNAL SERVICE FUNDS				
EMS	Point of Care Ultrasounds (4)	12,000	-	Possible grant purchase
	IV Pump (6)	18,000	-	Possible grant purchase
	i-STAT Handheld System Critical Blood Analyzer (2)	20,000	-	Possible grant purchase
	LifePak 35 Monitor	65,000	-	Possible grant purchase
Fleet	Toolboxes/Tools	16,000	16,000	
	Tire/Balancing Machine	32,000	-	For in-house repairs, not approved
Library	Historical Section Repair/Lead Paint Removal	50,000	50,000	
	Special Funds Total	**213,000**	**66,000**	
ENTERPRISE FUNDS				
Solid Waste	Compact Loader	25,000	25,000	Disposals, 5-year lease, replace Case 221F
	Containers for Inventory	80,000	80,000	Collections & Recycling
	Frontload Truck	82,000	-	Collections, 5-year lease, replace R65, defer
	Bulldozer	160,000	-	Disposals, 5-year lease, replace D6 dozer at landfill, defer to 2028
	Sideload Trucks (3)	240,000	240,000	Collections, 5-year leases, replace R44 and R45, plus 1 additional
	Compactor	160,000	160,000	7-year lease for $1.12M
Storm	Drone Sprayer	60,000	-	Use contractor instead
	Aebi Tractor w/ attachments	147,500	147,500	Split with Wastewater fund
Wastewater	Aebi Tractor w/ attachments	147,500	147,500	Split with Storm fund
Water Distribution	Modify Tandem Dump Truck to Flatbed w/ Air, Hydraulic Hitch	33,000	33,000	
	3/4 Ton Truck w/ Utility Box	100,000	100,000	Replace W4
	Tandem Axle Dump Truck	150,000	150,000	Split with Street
Water Reclamation Facility	Pickup	50,000	-	Use pickup in fleet
	Enterprise Funds Total	**1,435,000**	**1,083,000**	
	TOTAL ALL FUNDS	**3,653,550**	**2,695,500**	

CAPITAL LEASES
Vehicles & Equipment

	Department	Funding Source	Start of Lease	Paid Off Date	2027	2028	2029	2030	2031
GENERAL FUND									
GMC Acadia (2) - Municipal Lease Through GM	Fire	General Fund	2024	2027	23,288				
GMC Pickup (2) - Municipal Lease Through GM	Fire	General Fund	2024	2027	26,819				
2024 Pierce Velocity	Fire	Special Revenue	2023	2032	174,584	174,584	174,584	174,584	174,584
Pierce Velocity PUC Pumper	Fire	Special Revenue	2027	2036	184,340	184,340	184,340	184,340	184,340
2024 Case 221F Wheel Loader	Buildings & Sites	General Fund	2024	2029	26,515	26,515	6,629		
2024 Bobcat Tool Cat W/ Broom & Snowblower	Buildings & Sites	General Fund	2024	2029	20,945	20,945	12,218		
2023 Larue Snowblower	Street	General Fund	2023	2028	44,424	7,404			
2023 JD 644P Wheel Loader	Street	General Fund	2023	2028	72,775	60,646			
2024 Elgin Sweeper	Street	General Fund	2024	2031	48,381	48,381	48,381	48,381	28,223
2025 Cimline M2 Melter Crack Sealer	Street	General Fund	2025	2030	14,940	14,940	14,940	3,735	
2025 Cimline P2 DuraPatcher	Street	General Fund	2025	2030	22,815	22,815	22,815	5,704	
Caterpillar 924 Loader	Street	General Fund	2026	2031	44,976	44,976	44,976	44,976	23,236
				Total	**704,802**	**605,546**	**508,883**	**461,720**	**410,383**

	Department	Funding Source	Start of Lease	Paid Off Date	2027	2028	2029	2030	2031
ENTERPRISE FUNDS									
2023 Freightliner Roll-Off	Collections	Solid Waste Fund	2023	2027	42,474				
2024 Peterbilt Frontload Truck	Collections	Solid Waste Fund	2025	2029	68,833	68,833	17,208		
2023 Peterbilt Sideload Trucks (3)	Collections	Solid Waste Fund	2025	2029	214,954	215,954	53,739		
2025 Peterbilt Sideload Truck	Collections	Solid Waste Fund	2026	2030	66,805	66,805	66,805	66,805	
Replacement of Sideload Trucks (2) & 1 Additional	Collections	Solid Waste Fund	New in 2027	2031	240,000	240,000	240,000	240,000	240,000
2023 Cat Loader 962	Disposals	Solid Waste Fund	2023	2028	58,200	14,550			
Cat Loader 962	Disposals	Solid Waste Fund	2024	2029	72,090	72,090	24,031		
2024 Freightliner Roll-off Truck	Disposals	Solid Waste Fund	2024	2029	34,571	34,571	28,810		
2026 Cat Loader	Disposals	Solid Waste Fund	2026	2031	71,674	71,674	71,674	71,674	5,973
Replacement of Bomag Compactor	Disposals	Solid Waste Fund	New in 2027	2033	160,000	160,000	160,000	160,000	160,000
Replacement of Case Loader	Disposals	Solid Waste Fund	New in 2027	2031	25,000	25,000	25,000	25,000	25,000
2022 Freightliner Vac-Con Lease	Wastewater	Wastewater Fund	2023	2028	112,332	46,805			
2024 Jetter Truck Lease	Wastewater	Wastewater Fund	2025	2029	80,584	80,584	26,862		
				Total	**1,247,517**	**1,096,866**	**714,129**	**563,479**	**430,973**

CAPITAL IMPROVEMENT PLAN

Project	2027	2028	2029	2030	2031
Annual Streets	**$ 19,235,550**	**$ 14,095,000**	**$ 20,245,000**	**$ 26,095,000**	**$ 7,110,000**
10TH AVE E - MUSEUM DR TO 21ST ST (24211 & 24212) - URBAN RECON	**$ 5,600,000**	**$ -**	**$ -**	**$ -**	**$ -**
Grants/Donations	$ 2,600,000	$ -	$ -	$ -	$ -
Gross Production Tax (GPT)	$ 3,000,000	$ -	$ -	$ -	$ -
10TH AVE E - VILLARD TO MUSEUM DR E (PCN 24210) - MILL & OVERLAY	**$ 2,500,000**	**$ -**	**$ -**	**$ -**	**$ -**
Federal Funding	$ 2,000,000	$ -	$ -	$ -	$ -
Gross Production Tax (GPT)	$ 500,000	$ -	$ -	$ -	$ -
10th AVE W - 12th ST W to EMPIRE RD	**$ -**	**$ 60,000**	**$ -**	**$ 740,000**	**$ -**
Federal Funding	$ -	$ -	$ -	$ 647,440	$ -
Gross Production Tax (GPT)	$ -	$ 60,000	$ -	$ 92,560	$ -
10th AVE W - 21st ST W To 40th ST W	**$ -**	**$ 150,000**	**$ -**	**$ 1,950,000**	**$ -**
Federal Funding	$ -	$ -	$ -	$ 1,699,530	$ -
Gross Production Tax (GPT)	$ -	$ 150,000	$ -	$ 250,470	$ -
13TH AVE W - VILLARD ST W TO EMPIRE RD	**$ -**	**$ 150,000**	**$ -**	**$ 1,650,000**	**$ -**
Federal Funding	$ -	$ -	$ -	$ 1,456,740	$ -
Gross Production Tax (GPT)	$ -	$ 150,000	$ -	$ 193,260	$ -
15TH ST W EXTENSION	**$ 100,000**	**$ 300,000**	**$ 6,400,000**	**$ -**	**$ -**
Grants/Donations	$ -	$ -	$ 720,000	$ -	$ -
Gross Production Tax (GPT)	$ 100,000	$ 300,000	$ 5,680,000	$ -	$ -
1ST ST W - 3RD AVE W TO SIMS ST	**$ -**	**$ -**	**$ 120,000**	**$ 880,000**	**$ -**
Gross Production Tax (GPT)	$ -	$ -	$ 120,000	$ 880,000	$ -
2026 ROAD MAINTENANCE	**$ 867,550**	**$ -**	**$ -**	**$ -**	**$ -**
Cash on Hand	$ 624,400	$ -	$ -	$ -	$ -
Gross Production Tax (GPT)	$ 243,150	$ -	$ -	$ -	$ -
2027 ROAD MAINTENANCE	**$ 7,490,000**	**$ 10,000**	**$ -**	**$ -**	**$ -**
Cash on Hand	$ 4,000,000	$ 10,000	$ -	$ -	$ -
Grants/Donations	$ 100,000	$ -	$ -	$ -	$ -
Gross Production Tax (GPT)	$ 3,390,000	$ -	$ -	$ -	$ -
2028 ROAD MAINTENANCE	**$ 350,000**	**$ 10,100,000**	**$ -**	**$ -**	**$ -**
Cash on Hand	$ 350,000	$ -	$ -	$ -	$ -
Gross Production Tax (GPT)	$ -	$ 10,100,000	$ -	$ -	$ -
2029 ROAD MAINTENANCE	**$ -**	**$ 350,000**	**$ 7,600,000**	**$ -**	**$ -**
Gross Production Tax (GPT)	$ -	$ 350,000	$ 7,600,000	$ -	$ -
2030 PAVEMENT MANAGEMENT STUDY	**$ -**	**$ -**	**$ -**	**$ 50,000**	**$ -**
Other	$ -	$ -	$ -	$ 50,000	$ -
2030 ROAD MAINTENANCE	**$ -**	**$ -**	**$ 350,000**	**$ 7,600,000**	**$ -**
Gross Production Tax (GPT)	$ -	$ -	$ 350,000	$ 7,600,000	$ -
2031 ROAD MAINTENANCE	**$ -**	**$ -**	**$ -**	**$ 350,000**	**$ 6,000,000**
Gross Production Tax (GPT)	$ -	$ -	$ -	$ 350,000	$ 6,000,000
21st ST W - STATE AVE TO 3rd AVE W - MILL AND OVERLAY	**$ 2,000,000**	**$ -**	**$ -**	**$ -**	**$ -**
Federal Funding	$ 1,600,600	$ -	$ -	$ -	$ -
Gross Production Tax (GPT)	$ 399,400	$ -	$ -	$ -	$ -
2ND ST E - SIMS TO 4TH AVE E	**$ -**	**$ -**	**$ -**	**$ -**	**$ 600,000**
Gross Production Tax (GPT)	$ -	$ -	$ -	$ -	$ 600,000
2ND ST W - 3RD AVE W TO SIMS ST	**$ -**	**$ -**	**$ -**	**$ -**	**$ 510,000**
Gross Production Tax (GPT)	$ -	$ -	$ -	$ -	$ 510,000
4th St. E. - 5th St. E. - 26th Ave. E Street Improvements	**$ 3,000**	**$ -**	**$ -**	**$ -**	**$ -**
Gross Production Tax (GPT)	$ 3,000	$ -	$ -	$ -	$ -
9TH ST W & 5TH AVE W INTERSECTION SAFETY	**$ 150,000**	**$ 1,100,000**	**$ -**	**$ -**	**$ -**
Federal Funding	$ -	$ 976,000	$ -	$ -	$ -
Gross Production Tax (GPT)	$ 150,000	$ 124,000	$ -	$ -	$ -
EMPIRE RD - 23rd AVE W To 8th AVE W	**$ -**	**$ -**	**$ 3,400,000**	**$ -**	**$ -**
Federal Funding	$ -	$ -	$ 2,900,000	$ -	$ -
Gross Production Tax (GPT)	$ -	$ -	$ 500,000	$ -	$ -
FAIRWAY ST - 23rd AVE W To 13th AVE W	**$ -**	**$ -**	**$ 1,850,000**	**$ -**	**$ -**
Federal Funding	$ -	$ -	$ 1,497,000	$ -	$ -
Gross Production Tax (GPT)	$ -	$ -	$ 353,000	$ -	$ -
HWY 22 - 15th ST W to 45th ST W	**$ -**	**$ -**	**$ 100,000**	**$ 2,000,000**	**$ -**
Federal Funding	$ -	$ -	$ 100,000	$ 1,600,000	$ -
State Funding	$ -	$ -	$ -	$ 400,000	$ -
HWY 22 - BROADWAY INTERSECTION	**$ -**	**$ -**	**$ 25,000**	**$ 375,000**	**$ -**
Federal Funding	$ -	$ -	$ 25,000	$ 295,000	$ -
State Funding	$ -	$ -	$ -	$ 80,000	$ -
HWY 22 – STREET LIGHTING	**$ -**	**$ -**	**$ 150,000**	**$ 1,750,000**	**$ -**
Federal Funding	$ -	$ -	$ 150,000	$ 1,350,000	$ -
State Funding	$ -	$ -	$ -	$ 400,000	$ -
HWY 22 FRONTAGE ROAD - 10TH ST W To 12TH ST W	**$ -**	**$ 50,000**	**$ -**	**$ 750,000**	**$ -**
Federal Funding	$ -	$ -	$ -	$ 647,440	$ -
Gross Production Tax (GPT)	$ -	$ 50,000	$ -	$ 102,560	$ -
SOUTH DICKINSON TRUCK BI-PASS	**$ 100,000**	**$ 400,000**	**$ -**	**$ -**	**$ -**
Grants/Donations	$ 80,000	$ 320,000	$ -	$ -	$ -
Gross Production Tax (GPT)	$ 10,000	$ 40,000	$ -	$ -	$ -
Other	$ 10,000	$ 40,000	$ -	$ -	$ -

Project	2027	2028	2029	2030	2031
STATE AVE - VILLARD TO 15TH ST W CHIP/FOG	**$ -**	**$ 500,000**	**$ -**	**$ -**	**$ -**
Federal Funding	$ -	$ 404,600	$ -	$ -	$ -
Gross Production Tax (GPT)	$ -	$ 95,400	$ -	$ -	$ -
STATE AVE & 21st ST W TRAFFIC SIGNAL	**$ 75,000**	**$ -**	**$ -**	**$ -**	**$ -**
Cash on Hand	$ 75,000	$ -	$ -	$ -	$ -
VILLARD RRFB HEU-5-094(178)906 (PCN 24596)	**$ -**	**$ 75,000**	**$ -**	**$ -**	**$ -**
Federal Funding	$ -	$ 67,500	$ -	$ -	$ -
Local Sales Tax	$ -	$ 3,750	$ -	$ -	$ -
State Funding	$ -	$ 3,750	$ -	$ -	$ -
VILLARD ST - STATE AVE to 10th AVE E	**$ -**	**$ 250,000**	**$ 250,000**	**$ 8,000,000**	**$ -**
Federal Funding	$ -	$ -	$ -	$ 6,800,000	$ -
Gross Production Tax (GPT)	$ -	$ 250,000	$ 250,000	$ 350,000	$ -
State Funding	$ -	$ -	$ -	$ 850,000	$ -
WBL - STATE AVE TO I-94 CHIP/FOG	**$ -**	**$ 600,000**	**$ -**	**$ -**	**$ -**
Federal Funding	$ -	$ 485,600	$ -	$ -	$ -
Gross Production Tax (GPT)	$ -	$ 60,000	$ -	$ -	$ -
State Funding	$ -	$ 54,400	$ -	$ -	$ -
General Capital Projects	**$ 11,123,000**	**$ 16,113,000**	**$ 25,050,000**	**$ 6,810,000**	**$ 5,800,000**
2026 UTILITY AND STREET IMPROVEMENTS	**$ 10,000**	**$ -**	**$ -**	**$ -**	**$ -**
Gross Production Tax (GPT)	$ 10,000	$ -	$ -	$ -	$ -
2027 WATERMAIN REPLACEMENT	**$ 3,500,000**	**$ -**	**$ -**	**$ -**	**$ -**
Cash on Hand	$ 300,000	$ -	$ -	$ -	$ -
Grants/Donations	$ 1,000,000	$ -	$ -	$ -	$ -
Gross Production Tax (GPT)	$ 750,000	$ -	$ -	$ -	$ -
Loans/SRF	$ 1,450,000	$ -	$ -	$ -	$ -
2028 WATERMAIN REPLACEMENT	**$ 300,000**	**$ 5,890,000**	**$ 10,000**	**$ -**	**$ -**
Grants/Donations	$ -	$ 1,600,000	$ -	$ -	$ -
Gross Production Tax (GPT)	$ 300,000	$ 290,000	$ 10,000	$ -	$ -
Loans/SRF	$ -	$ 4,000,000	$ -	$ -	$ -
2029 WATERMAIN REPLACEMENT	**$ -**	**$ 400,000**	**$ 6,890,000**	**$ 10,000**	**$ -**
Grants/Donations	$ -	$ -	$ 1,800,000	$ -	$ -
Loans/SRF	$ -	$ 400,000	$ 5,090,000	$ 10,000	$ -
2030 WATERMAIN REPLACEMENT	**$ -**	**$ -**	**$ 350,000**	**$ 6,400,000**	**$ -**
Grants/Donations	$ -	$ -	$ -	$ 1,600,000	$ -
Gross Production Tax (GPT)	$ -	$ -	$ -	$ 2,650,000	$ -
Loans/SRF	$ -	$ -	$ 350,000	$ 2,150,000	$ -
2031 WATERMAIN REPLACEMENT	**$ -**	**$ -**	**$ -**	**$ 400,000**	**$ 5,800,000**
Grants/Donations	$ -	$ -	$ -	$ -	$ 1,600,000
Loans/SRF	$ -	$ -	$ -	$ 400,000	$ 4,200,000
EAST BROADWAY DAM	**$ 3,425,000**	**$ -**	**$ -**	**$ -**	**$ -**
Grants/Donations	$ 1,700,000	$ -	$ -	$ -	$ -
Gross Production Tax (GPT)	$ 1,625,000	$ -	$ -	$ -	$ -
Other	$ 100,000	$ -	$ -	$ -	$ -
ENTRANCE SIGNS	**$ 115,500**	**$ -**	**$ -**	**$ -**	**$ -**
Other	$ 115,500	$ -	$ -	$ -	$ -
FIRE STATION 1A	**$ 225,000**	**$ 9,823,000**	**$ 3,200,000**	**$ -**	**$ -**
Gross Production Tax (GPT)	$ -	$ 2,548,000	$ 3,200,000	$ -	$ -
Loans/SRF	$ 225,000	$ 4,775,000	$ -	$ -	$ -
Local Sales Tax	$ -	$ 2,500,000	$ -	$ -	$ -
MANNS DAM	**$ 187,500**	**$ -**	**$ -**	**$ -**	**$ -**
Grants/Donations	$ 126,625	$ -	$ -	$ -	$ -
Gross Production Tax (GPT)	$ 60,875	$ -	$ -	$ -	$ -
MUSEUM EXPANSION	**$ 3,360,000**	**$ -**	**$ -**	**$ -**	**$ -**
Cash on Hand	$ 360,000	$ -	$ -	$ -	$ -
Local Sales Tax	$ 2,000,000	$ -	$ -	$ -	$ -
Other	$ 1,000,000	$ -	$ -	$ -	$ -
PUBLIC SAFETY TRAINING CENTER	**$ -**	**$ -**	**$ 14,600,000**	**$ -**	**$ -**
Grants/Donations	$ -	$ -	$ 14,600,000	$ -	$ -
Sidewalk	**$ 100,000**	**$ 100,000**	**$ 100,000**	**$ 100,000**	**$ 100,000**
2027 SIDEWALK PROGRAM	**$ 100,000**	**$ -**	**$ -**	**$ -**	**$ -**
Cash on Hand	$ 100,000	$ -	$ -	$ -	$ -
2028 SIDEWALK PROGRAM	**$ -**	**$ 100,000**	**$ -**	**$ -**	**$ -**
Cash on Hand	$ -	$ 100,000	$ -	$ -	$ -
2029 SIDEWALK PROGRAM	**$ -**	**$ -**	**$ 100,000**	**$ -**	**$ -**
Cash on Hand	$ -	$ -	$ 100,000	$ -	$ -
2030 SIDEWALK PROGRAM	**$ -**	**$ -**	**$ -**	**$ 100,000**	**$ -**
Cash on Hand	$ -	$ -	$ -	$ 100,000	$ -
2031 SIDEWALK PROGRAM	**$ -**	**$ -**	**$ -**	**$ -**	**$ 100,000**
Cash on Hand	$ -	$ -	$ -	$ -	$ 100,000
Solid Waste	**$ 5,391,050**	**$ -**	**$ -**	**$ -**	**$ -**
BALER/RECYCLE BUILDING EXPANSION	**$ 5,041,050**	**$ -**	**$ -**	**$ -**	**$ -**
Gross Production Tax (GPT)	$ 3,541,050	$ -	$ -	$ -	$ -
Local Sales Tax	$ 1,000,000	$ -	$ -	$ -	$ -
Other	$ 500,000	$ -	$ -	$ -	$ -

Project	2027	2028	2029	2030	2031
EMERGENCY INERT LANDFILL CLOSURE	**$ 350,000**	**$ -**	**$ -**	**$ -**	**$ -**
Gross Production Tax (GPT)	$ 350,000	$ -	$ -	$ -	$ -
Storm	**$ 60,000**	**$ 175,000**	**$ 175,000**	**$ -**	**$ -**
10th AVE E STORM SEWER	**$ 60,000**	**$ -**	**$ -**	**$ -**	**$ -**
Gross Production Tax (GPT)	$ 60,000	$ -	$ -	$ -	$ -
FAIRWAY/STATE AVE STORMWATER DRAINAGE IMPROVEMENTS	**$ -**	**$ 175,000**	**$ 175,000**	**$ -**	**$ -**
Grants/Donations	$ -	$ 131,000	$ 131,000	$ -	$ -
Gross Production Tax (GPT)	$ -	$ 44,000	$ 44,000	$ -	$ -
Wastewater	**$ 900,000**	**$ -**	**$ 200,000**	**$ 3,300,000**	**$ -**
CIPP SEWER MAINS	**$ -**	**$ -**	**$ 200,000**	**$ 3,300,000**	**$ -**
Loans/SRF	$ -	$ -	$ 200,000	$ 3,300,000	$ -
LIFT 7 UPDATE	**$ 900,000**	**$ -**	**$ -**	**$ -**	**$ -**
Gross Production Tax (GPT)	$ 900,000	$ -	$ -	$ -	$ -
Water	**$ 12,000**	**$ -**	**$ -**	**$ -**	**$ -**
EAST WATER TANK INTERIOR COATING	**$ 12,000**	**$ -**	**$ -**	**$ -**	**$ -**
Cash on Hand	$ 12,000	$ -	$ -	$ -	$ -
WRF	**$ 1,300,000**	**$ 1,075,000**	**$ -**	**$ -**	**$ -**
WRF BIOSOLIDS HOLDING TANK UPGRADES	**$ 1,300,000**	**$ 1,075,000**	**$ -**	**$ -**	**$ -**
Cash on Hand	$ 1,300,000	$ 1,075,000	$ -	$ -	$ -
Grand Total	**$ 38,121,600**	**$ 31,558,000**	**$ 45,770,000**	**$ 36,305,000**	**$ 13,010,000**

Project Number	Project Name	Project Status	Project Manager	Estimate Classification	Project TIC	Federal Funds	State Funds	Local Funds (All Sources Combined)	Grants/Donations	Loans/SRF
Projects to be Constructed in 2027	***Only to Proceed if Federal Funding is Allocated to the Project** ***Only to Proceed if Grant Funding is Allocated to the Project**									
	2027 SIDEWALK PROGRAM	Forecasted	Greg.Melchior	Class 1 (-5% / +15%)	$100,000.00	$0.00	$0.00	$100,000.00	$0.00	$0.00
	STATE AVE & 21st ST W TRAFFIC SIGNAL	Forecasted	Kristopher.Keller	Class 3 (-20% / +30%)	$75,000.00	$0.00	$0.00	$75,000.00	$0.00	$0.00
202108	EAST BROADWAY DAM	In Progress	Kristopher.Keller	Class 1 (-5% / +15%)	$4,500,000.00	$0.00	$0.00	$1,965,186.83	$1,734,513.13	$0.00
202216	BALER/RECYCLE BUILDING EXPANSION	In Progress	Kristopher.Keller	Class 1 (-5% / +15%)	$12,281,647.86	$0.00	$0.00	$7,281,647.86	$0.00	$5,000,000.00
202319	ENTRANCE SIGNS	In Progress	Kristopher.Keller	Class 3 (-20% / +30%)	$250,000.00	$0.00	$0.00	$250,000.00	$0.00	$0.00
202320	MUSEUM EXPANSION	In Progress	Kristopher.Keller	Class 1 (-5% / +15%)	$7,251,141.28	$0.00	$0.00	$6,251,141.28	$1,000,000.00	$0.00
202404	LIFT 7 UPDATE	In Progress	Kristopher.Keller	Class 2 (-15% / +20%)	$430,603.54	$0.00	$0.00	$970,603.54	$0.00	$0.00
202414	10TH AVE E - VILLARD TO MUSEUM DR E (PCN 24210) - MILL & OVERLAY	In Progress	Joshua.Skluzacek	Class 2 (-15% / +20%)	$2,672,530.00	$2,000,000.00	$0.00	$672,530.00	$0.00	$0.00
202415	10TH AVE E - MUSEUM DR TO 21ST ST (24211 & 24212) - URBAN RECON	In Progress	Joshua.Skluzacek	Class 2 (-15% / +20%)	$5,950,000.00	$0.00	$0.00	$3,350,000.00	$2,600,000.00	$0.00
202506	21st ST W - STATE AVE TO 3rd AVE W - MILL AND OVERLAY	In Progress	Joshua.Skluzacek	Class 2 (-15% / +20%)	$2,131,600.00	$1,600,600.00	$0.00	$531,000.00	$0.00	$0.00
202511	DHS WATERMAIN EXTENSION	In Progress	Joshua.Skluzacek	Class 1 (-5% / +15%)	$354,368.42	$0.00	$0.00	$154,012.76	$200,355.66	$0.00
202516	WRF BIOSOLIDS HOLDING TANK UPGRADES	In Progress	Kristopher.Keller	Class 4 (-30% / +40%)	$2,425,000.00	$0.00	$0.00	$2,425,000.00	$0.00	$0.00
202613	EMERGENCY INERT LANDFILL CLOSURE	In Progress	Kristopher.Keller	Class 3 (-20% / +30%)	$475,000.00	$0.00	$0.00	$475,000.00	$0.00	$0.00
202701	2027 ROAD MAINTENANCE	In Progress	Joshua.Skluzacek	Class 2 (-15% / +20%)	$7,850,000.00	$0.00	$0.00	$7,750,000.00	$100,000.00	$0.00
202703	2027 WATERMAIN REPLACEMENT	In Progress	Joshua.Skluzacek	Class 2 (-15% / +20%)	$4,000,000.00	$0.00	$0.00	$1,550,000.00	$1,000,000.00	$1,450,000.00
				Totals =	**$50,746,891.10**	**$3,600,600.00**	**$0.00**	**$33,801,122.27**	**$6,634,868.79**	**$6,450,000.00**
Projects to be Engineered in 2027	***Only to Proceed if Federal Funding is Allocated to the Project** ***Only to Proceed if Grant Funding is Allocated to the Project**									
	2028 WATERMAIN REPLACEMENT	Forecasted	Joshua.Skluzacek	Class 3 (-20% / +30%)	$6,200,000.00	$0.00	$0.00	$600,000.00	$1,600,000.00	$4,000,000.00
	2028 ROAD MAINTENANCE	Forecasted	Joshua.Skluzacek	Class 3 (-20% / +30%)	$10,450,000.00	$0.00	$0.00	$10,450,000.00	$0.00	$0.00
	SOUTH DICKINSON TRUCK BI-PASS	Forecasted	Joshua.Skluzacek	Class 2 (-15% / +20%)	$500,000.00	$0.00	$0.00	$100,000.00	$400,000.00	$0.00
	STATE AVE - VILLARD TO 15TH ST W CHIP/FOG	Forecasted	Joshua.Skluzacek	Class 3 (-20% / +30%)	$500,000.00	$404,600.00	$0.00	$95,401.00	$0.00	$0.00
202409	FIRE STATION 1A	In Progress	Kristopher.Keller	Class 5 (-40% / +50%)	$13,600,000.00	$0.00	$0.00	$8,600,000.00	$0.00	$5,000,000.00
202418	9TH ST W & 5TH AVE W INTERSECTION SAFETY	In Progress	Joshua.Skluzacek	Class 2 (-15% / +20%)	$1,331,486.43	$976,000.00	$0.00	$355,486.43	$0.00	$0.00
202508	MANNS DAM	In Progress	Kristopher.Keller	Class 4 (-30% / +40%)	$491,305.34	$0.00	$0.00	$188,331.34	$302,974.00	$0.00
202514	VILLARD RRFB HEU-5-094(178)906 (PCN 24596)	In Progress	Joshua.Skluzacek	Class 2 (-15% / +20%)	$75,000.00	$67,500.00	$3,750.00	$3,750.00	$0.00	$0.00
202606	15TH ST W EXTENSION	Approved by Commission	Joshua.Skluzacek	Class 3 (-20% / +30%)	$6,800,000.00	$0.00	$0.00	$6,080,000.00	$720,000.00	$0.00
202612	10th AVE E STORM SEWER	Approved by Commission	Joshua.Skluzacek	Class 3 (-20% / +30%)	$80,000.00	$0.00	$0.00	$80,000.00	$0.00	$0.00
202619	WBL - STATE AVE TO I-94 CHIP/FOG	Forecasted	Joshua.Skluzacek	Class 3 (-20% / +30%)	$600,000.00	$485,600.00	$54,400.00	$60,001.00	$0.00	$0.00
				Totals =	**$40,627,791.77**	**$1,933,700.00**	**$58,150.00**	**$26,612,969.77**	**$3,022,974.00**	**$9,000,000.00**

CITY OF DICKINSON
CASH BALANCES
As of 8/31/2026

Fund Description	Estimated Cash Balance for YE 2026	Estimated Revenues for 2027	Budgeted Transfers In	Budgeted Transfers Out	Proposed for 2027 Budget	Proposed for 2027 CIP	Net Balance	Reserves/ Debt Service	Projected Unassigned Balance
100 General Fund	$ 7,132,349	$ 13,845,300	$ 13,380,000	$ 623,650	$ 30,807,000	$ -	$ 2,926,999	$ -	$ 2,926,999
Special Revenue Funds									
210 City Sales Tax 1%	$ 8,773,310	$ 8,001,000	$ -	$ 9,375,000	$ 3,447,000	$ -	$ 3,952,310	$ 430,850	$ 3,521,460
211 City Sales Tax 1/2%	$ 2,513,233	$ 3,998,000	$ -	$ 3,875,000	$ 1,500,000	$ -	$ 1,136,233	$ -	$ 1,136,233
214 Legacy Square	$ 142,058	$ 11,100	$ 450,000	$ -	$ 460,850	$ -	$ 142,308	$ 150,000	$ (7,692)
215 Cemetery Trust Fund	$ 230,933	$ 123,000	$ -	$ -	$ 199,400	$ -	$ 154,533	$ -	$ 154,533
217 Youth Commission	$ 4,656	$ 5,000	$ -	$ -	$ 5,000	$ -	$ 4,656	$ -	$ 4,656
218 Dickinson Future Fund	$ 7,059,527	$ 200,000	$ 28,000	$ 280,000	$ 19,200	$ -	$ 6,988,327	$ 6,161,400	$ 826,927
219 Oil Impact Fund	$ 2,778,929	$ 15,800,000	$ -	$ 16,096,950	$ -	$ -	$ 2,481,979	$ -	$ 2,481,979
222 Hospitality Tax	$ 1,126,161	$ 1,300,000	$ -	$ 1,760,500	$ 119,500	$ -	$ 546,161	$ -	$ 546,161
223 Highway Tax	$ 149,878	$ 1,100,000	$ -	$ 1,100,000	$ -	$ -	$ 149,878	$ -	$ 149,878
224 Urban Forestry	$ 56,228	$ -	$ -	$ -	$ -	$ -	$ 56,228	$ -	$ 56,228
241 Police Special Revenue	$ 468,538	$ -	$ -	$ -	$ 142,500	$ -	$ 326,038	$ -	$ 326,038
242 ARPA	$ 0	$ -	$ -	$ -	$ -	$ -	$ 0	$ -	$ 0
245 Fire Special Revenue	$ 777,481	$ -	$ -	$ -	$ 428,950	$ -	$ 348,531	$ -	$ 348,531
246 EMS Special Revenue	$ 53,448	$ 2,250,000	$ 350,000	$ 30,750	$ 2,536,250	$ -	$ 86,448	$ -	$ 86,448
247 Museum Special Revenue	$ 14,823	$ -	$ 95,000	$ -	$ 95,000	$ -	$ 14,823	$ -	$ 14,823
254 Library	$ 173,687	$ 1,230,200	$ 375,000	$ 22,500	$ 1,582,700	$ -	$ 173,687	$ 550,993	$ (377,306)
Debt Service Funds									
316 SRF Debt Service	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Capital Project Funds									
457 Impact Fee Capital Projects	$ 707,155	$ 190,000	$ -	$ 50,000	$ -	$ -	$ 847,155	$ -	$ 847,155
460 Sidewalk Fund	$ 92,743	$ 30,000	$ 50,000	$ -	$ -	$ 100,000	$ 72,743	$ -	$ 72,743
466 Annual Street Projects	$ 5,978,298	$ 3,280,000	$ 7,560,000	$ -	$ -	$ 15,634,950	$ 1,183,348	$ -	$ 1,183,348
468 General Capital Projects	$ 2,082,686	$ 4,501,600	$ 5,136,400	$ -	$ -	$ 11,123,000	$ 597,686	$ -	$ 597,686
Enterprise Funds									
601 Water Distribution	$ 4,316,107	$ 8,793,000	$ -	$ 63,600	$ 9,373,550	$ 12,000	$ 3,659,957	$ 2,899,413	$ 760,545
602 Wastewater Fund	$ 3,701,755	$ 3,895,900	$ 2,900,000	$ 45,750	$ 5,465,250	$ 900,000	$ 4,086,655	$ 3,752,438	$ 334,218
603 Solid Waste	$ 1,919,029	$ 6,896,150	$ 5,725,400	$ 748,100	$ 6,582,800	$ 5,391,050	$ 1,818,629	$ 2,099,350	$ (280,721)
604 Storm Water	$ 1,428,055	$ 335,000	$ -	$ 301,800	$ 475,900	$ 60,000	$ 925,355	$ 118,975	$ 806,380
605 Wastewater Treatment Plant	$ 11,607,601	$ 1,769,000	$ -	$ 32,300	$ 3,360,050	$ 1,300,000	$ 8,684,251	$ 3,425,713	$ 5,258,538
612 Internal Service Fund	$ 436,318	$ -	$ 1,540,450	$ -	$ 1,540,450	$ -	$ 436,318	$ 300,000	$ 136,318
Trust and Agency Funds									
707 Interest Revenue	$ 2,801,691	$ 1,900,000	$ -	$ 3,184,350	$ 250,000	$ -	$ 1,267,341	$ -	$ 1,267,341
Totals	$ 66,526,676	$ 79,454,250	$ 37,590,250	$ 37,590,250	$ 68,391,350	$ 34,521,000	$ 43,068,576	$ 19,889,131	$ 23,179,445

ORDINANCE NO. XXXX

ANNUAL APPROPRIATION AND TAX LEVY

AN ORDINANCE ENTITLED "THE 2027 ANNUAL APPROPRIATION AND TAX LEVY" APPROPRIATING THE SUM OF MONEY NECESSARY TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF DICKINSON, NORTH DAKOTA, AND MAKING THE ANNUAL TAX LEVY FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2027 AND ENDING DECEMBER 31, 2027, INCLUSIVE.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF DICKINSON, NORTH DAKOTA:

Section 1: GENERAL PURPOSES: There is hereby appropriated the sum of money deemed necessary to defray the expenses and liabilities of the City of Dickinson, North Dakota, for the fiscal year beginning January 1, 2027, and ending December 31, 2027, inclusive, as follows:

GENERAL FUND DEPARTMENTS	TOTAL APPROPRIATIONS
Administration	1,090,150
Animal Control	346,250
Assessor	718,600
Buildings and Codes	731,750
Buildings & Sites	1,682,250
City Commission	229,200
Community Development Administration	402,850
Contingency	1,060,350
DMV Branch Office	381,800
Engineering	883,500
Finance	733,175
Fire	3,772,450
Forestry	252,300
Human Resources	431,900
Information Technology	1,701,800
Marketing	242,675
Municipal Court	935,450
Museum Center	1,004,450
Planning	196,025
Police	9,782,000
Public Works Administration	708,100
Risk Management	145,700
Street Maintenance	3,018,350
Utility Billing	355,925

Contingency Transfers Out		623,650
Dickinson Future Fund	28,000	
Internal Service Fund	595,650	
Total General Fund Expenditures	31,430,650	

SPECIAL REVENUE FUNDS – EXPENDITURE APPROPRIATIONS

1% City Sales Tax Fund	12,822,000
½% City Sales Tax Fund	5,375,000
Emergency Medical Services	2,590,700
Future Fund	299,200
Highway Distribution Tax Fund	1,100,000
Hospitality Tax Fund	1,880,000
Legacy Square	460,850
Library	1,618,300
Oil Impact Fund	16,096,950
Cemetery Fund	182,150
Total Special Revenue Funds	42,425,150

OTHER FUNDS:

Interest Revenue Fund	3,434,350
Internal Service Fund	1,540,450
Total Other Funds	4,974,800

PROPRIETARY FUND APPROPRIATIONS:

Solid Waste Fund	12,721,950
Storm Water Fund	837,700
Water Distribution Fund	9,449,150
Waste Water Collection	6,411,000
Wastewater Plant Fund	4,692,350
Total Utility Appropriations	34,112,150

SECTION 2. ANNUAL APPROPRIATION TAX LEVY: Based upon the aforedescribed appropriation there be and is hereby levied upon all taxable property within the City of Dickinson, North Dakota, subject to taxation, for the fiscal year beginning January 01, 2027 and ending December 31, 2027, inclusive, the following sums of money to-wit:

GENERAL FUND APPROPRIATIONS

Expenditures	30,807,000
Transfer to Other Funds	623,650
TOTAL USES	31,430,650

GENERAL FUND REVENUES, & OTHER SOURCES	
General Fund Levy	$ 5,217,291
Allowances	(299,994)
Other Revenues	22,397,303
Other Sources (Cash on Hand)	4,116,050
TOTAL	$31,430,650

OTHER TAX LEVIES	
Dickinson Airport Authority	671,796
Dickinson Library	671,796

TOTAL OTHER LEVIES .....$ 1,343,592

TOTAL GENERAL FUND AND OTHER TAX LEVIES.....$6,560,883

SECTION 3. All Ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall be in full force and effect from and after final passage according to law.

_____
Scott Decker, President
Board of City Commissioners

ATTEST:

_____
Dustin Dassinger, City Administrator

First Reading & Public Hearing: September 15, 2026
Second Reading & Final Passage: October 6, 2026

ADMINISTRATION

DIVISION	DESCRIPTION	FEE	
ALCOHOL/ TOBACCO		**Issuance**	**Annual Renewal**
	On/Off Sale	$185,000 min bid	$3,000
	Lodge or Club License	$3,000	$3,000
	Motel or Hotel License	$3,000	$3,000
	Restaurant On-Sale License	$2,500	$2,500
	Military Club Beer and Wine License	$700	$700
	Microbrewery Pub License	$700	$700
	Beer and Wine Concession License	$550	$550
	Distillery License	$700	$700
	Brewer Taproom License	$2,000	$2,000
	Domestic Winery License		N/A
	Beer Only On-Sale License	$700	$700
	Beer and Wine Only On-Sale License	$1,250	$1,250
	Tobacco	$50	$50
	Annual Renewal Late Fee		$50 each
	Non-Refundable application fee		$500 each
	Annual Renewal Late Fee		$100 per license
	Non-Refundable transfer fee		$500 each
	Special Event Alcohol Permit		$25 per event
	Rush Late Fee (if less than 10 days prior to event)*		$100 each
	**Applications must be received more than 3 days prior to event.*		
	New Owner License Fee	annual fee plus application fee plus prorated amount of current year	
ANIMAL CONTROL	Abandonment/Surrender Fee		$50 each
	Adoption Fee - Cat		$5 each plus veterinary cost
	Adoption Fee - Dog		$25 each plus veterinary cost
	Animal Code Violation (Article 5.08 and 5.12)		$50 each
	Chipping Fee		$10 each
	Impound Fee - Dogs/Cats		$50 each
	Boarding fees		$10 per day
	Pet License - Dogs/Cats		$25 every 2 years
	Failure to License		$50 each
BUSINESS/ CONTRACTOR LICENSES	Arborist		$100 per year
	Adult Entertainment		$2,000 per year
	Bicycle		$5 lifetime
	Concrete Contractor		$100 per year
	Excavators License		$100 per year
	House Mover		$50 per year
	Junk Dealer		$50 per year
	Pawn Broker		$50 per year
	RV Park/Campground		$250, less $100 if combined w/ mobile home fee
	**Fees may be waived for state, municipality, & non-profit agencies*		
	Mobile Home Tiered Fees		
	3-10 Lots		$100 per year
	11-25 Lots		$150 per year
	26-50 Lots		$200 per year
	More than 50 Lots		$250 per year
	Pesticides-Commercial Applicator		$50 per year
	Pet Daycare Operator		$125 per year
	Plumbers License		$100 per year
	Heating & Air License		$100 per year
	Contractor License		$100 per year
	Taxicab/Chauffeur/Omnibus		$50 per year
GAMING LICENSES	Site Authorization		$100 per year
	Annual Permit		$25 per year
	Single Event Permit		$10 each
OTHER	Circus/Carnival		$50 per day
	Parade/Street Closure		$50 per day
	Non-Alcohol/Street Closure		$50 per day
	Rush Late Fee (if less than 10 days prior to event)*		$100
	**Applications must be received more than 3 days prior to event*		
	Temporary Use Permit		$100 per application
BOARD FEE COMPENSATION	Board of Adjustment		$100 per meeting
	Civil Service Commission		$100 per meeting
	Energy Committee Board		$100 per meeting
	Finance Committee Board		$100 per meeting
	Historic Preservation Board		$100 per meeting
	Library Board		$100 per meeting
	Planning & Zoning Board		$100 per meeting
	Special Assessment Board		$100 per meeting

	Urban Forestry Board	$100 per meeting
	Weed Board	$100 per meeting
	Board members must be present at meeting to receive compensation. Compensation excludes city staff and elected officials.	
MISCELLANEOUS	DVD and CD Copy	$2 each
	Fax	$2 per page
	Microfilm Copies	
	Full size	$1 each
	w/card	$1.50 each
	Xerox Copies	
	8 1/2 x 11 letter, 8 1/2 x 14 legal, 11 x 17 tabloid	$0.25 per page
	Copies by Mail	$5 min plus charge for copies over 10
	Open Record	$0.25 per sheet, $25 per hour, excluding initial hour
	Plotted Maps	$35 per page
	City-Vehicle Commuter Rate	$1.50 per one-way commute
	NSF Fee	$40 per check

BUILDING AND CODE ENFORCEMENT

DIVISION	DESCRIPTION	FEE
BOARD OF ADJUSTMENT	Board of Adjustment - Variance	$150 per application
	Board of Appeals	$150 per application
BUILDING & CONSTRUCTION PERMITS	**Building Permit** (based on valuation)	
	Up to $1,000	$50 each
	In excess of $1,000	$60 each
	Each add'l $1000 or fraction up to $200,000	$4 each
	Each add'l $1000 or fraction over $200,000	$5.50 each
	Plan Review	
	Building - Residential	$80 per hour
	Building - Commercial/Industrial	actual plus 10%
	Fire Department	$40 per application
	Engineering Department	$200 per hour for commercial
	Demolition Permit	$75 each
	Energy Certificate	$3 each
	Fence Permit	$60 each
	Fireplace Permit	$35 each
	Moving Permit	$75 each
	Re-Inspection Fee	$200 each
	Uncovered Deck	$100 each
	Water Well Permit	$80 each
MECHANICAL	First Unit	$50 each
	Each Additional Unit	$15 each
	Replace Furnace or Water Heater	$35 each
PLUMBING	First 16 Fixture units	$120 each
	Each Additional Fixture units	$1
	Sprinkler System Backflow Preventer	$25 each
PROPERTY CODE COMPLIANCE	Lot Mowing, Weed Control, Sidewalk Snow Removal	$500 per hour, $500 min
PUBLIC SPACE MANAGEMENT	3x3 area or smaller	$50 each year
	Up to 25' storage frontage	$250 each year
	26' - 50' store frontage	$500 each year
	Over 50' store frontage	$750 each year
	Annual Renewal (with no changes)	$200
SIGN PERMITS	**Sign Permit** (Based on valuation)	
	Plan Review	$80 each
	Up to $1,000	$50 each
	First $1,000	$60 each
	Each additional $1,000 or fraction	$3.50 each

BUILDINGS AND SITES

DIVISION	DESCRIPTION	FEE
CEMETERY	*Prices vary, contact Permitting at City Hall. Initial interment/nameplate included in cost of space.*	
	Buy-back of cemetery lot	
	Will pay price paid if receipts are provided, otherwise:	$25 single $75 side by side
	Forfeiture of Cemetery Lots	$250 each
	Winter Grave Site Prep Fee (Nov. 1 - Apr. 1)	$300 each
	Name Plate Replacement	$50 plus cost of nameplate
	Disinterment (Admin Only)	$100, completed by funeral home

MAUSOLEUM	*Prices vary, contact Permitting at City Hall. Initial interment/nameplate included in cost of space.*	
	Interment/Disinterment of Casket	$300 each
	Interment/Disinterment of Urn	$100 each
	Name Plate Replacement	$50 plus cost of nameplate
LEGACY SQUARE RENTAL	Full Venue Rental (All inclusive- except staffing)	$2,000 per day/event
	Partial Rental (Excluding Childrens' Play Area & Staffing)	$1,000 per day/event
	Pavilion Rental	$150 per day/event
	Kid Zone Rental	$300 per day/event
	Stage Rental	$150 per day/event
	Concourse Rental	$150 per day/event
	Additional Options Available	
	Screen Use	$50 per day/event
	Music/Speakers	$50 per day/event
	Full Sound System with mics	$100 per day/event
	Tables/Chairs	$100 per day/event
	On-Site Staffing	$500 per day/event
	Vending Space	$50 per day/event
	Green Room	included
	Fire Places	$50 per day/event
	Splash Pad	$50 per day/event
	Small Event Vending	$50 per day/event
	Small Event Electrical (if requested)	$25 per day/event
	Non-Refundable Deposit	20% of total fee
	Cancellation Fee	10% of total fee
	LIVE at Legacy Square Concert Vendors	
	Vending (includes electrical)	$100 per day/event
	Refundable Cleaning Deposit	$100 start of season
	All fees to be paid at City Hall. Street closure/permitting is responsibility of patron. Alcohol permitting/licensing responsibility of patron if not a city-sponsored event.	
LIBRARY	Copy Charge	
	8 1/2 x 11 letter	$0.15 per page
	81/2 x 14 legal, 11 x 17 tabloid	$0.25 per page
	Fax - sending/receiving	$1 per page
	Microfilm Reader/Printer - 8 1/2 x 11	$0.15 per page
	Damaged or lost material	$7 plus replacement cost
	Library Cards (Non-Resident)	
	Individual	$20 per year
	Family	$25 per year
	Temporary	$20 per year
MUSEUM	**Admission**	
	Adults (17 to 64)	$6 per person
	Seniors (65 and over)	$5 per person
	Children (3-16)	$4 per person
	Children (2 and under)	Free
	Stark County Historical Society Members	Free
	Museum Center Members	Free
	SWND Museum Foundation Members	Free
	School Field Trips (teacher admission free)	$2 per child/chaperone
	Individual Memberships	
	Student (under 18)	$15 per year
	Seniors (65 and over)	$20 per year
	Individual	$25 per year
	Family (One Household)	$50 per year
	Supporter (One Household)	$100 per year
	Business Memberships	
	Business Supporter	$100 per year
	Business Sustaining	$250 per year
	Business Patron	$500 per year
	Business Benefactor	$1,000 per year
	Business Partner	$5,000 year
	Rentals	
	Birthday Parties (up to 10 children)	$100 per event
	Each Additional Child	$5
	Heritage Pavilion Picnic Shelter	$15/hr, $120/day
	Ridgeway Church	$50 per hour
	Photocopies	$0.15 each
	Photographic Reproduction (Black & white reprints: single use, not for distribution)	
	Customized Canvas Gallery Prints	price varies, contact gift shop
	Electronic image on copy paper	$1 each
	New scan or modified scan	$7 each

	Still Image Use/Reproduction Fees	Business & individuals	Non-profits other than museums
	Broadcast / Video	$15 per image	$10 per image
	Advertisement	$15 per image	$10 per image
	Commercial Display	$15 per image	$10 per image
	Books & Periodicals	$15 per image	$10 per image
	Electronic Published Works (websites, blogs, social media, etc)	$50 per image	$15 if online copying disabled or $30 if NOT disabled

**Fees may be waived for in-state newspapers, television stations, state agencies, N.D. municipalities, public schools and non-profit museums and historical societies*

ENGINEERING

DIVISION	DESCRIPTION	FEE	
PERMITS		Residential	Commercial
	Concrete Permit (for new construction only)	$150	$500
	Plan/Plat Review	$0	$200 per hour
	Floodplain Development Permit Application	$150	$150
	Re-Review Fee		$100
	Storm Water Permit	$100	$250
	Failure to obtain Storm Water Mgmt. Permit	$250	$1,000
	Non-compliance	$250	$250
	Re-inspection	$200	$200
	Utilities Permits (new construction only)	$100	$500
	Construction Inspection		10% of the bid price
	FIRM Modifications Plan Review/Re-Review		$2,000 per acre, not to exceed $12,000 per review
	Re-Inspection Fee		$200 per inspection
	Oil Well Permits		$1,000 per application
	Utility Crossing Permit (Non Franchise)		$1,000 per application
	**Fees may be waived for state, municipality, & non-profit agencies*		
STREET CLOSURE	**For construction** (up to 7 days)	Partial	Full
	Local Street	$50	$100
	Collector Street	$100	$500
	Arterial Street	$250	$1,000
OVERWEIGHT VEHICLES	**Trucks & Trailers**		
	GW under 105,500, but over-width/over-length		$20 each
	GW 105,501 – 110,000		$30 each
	GW 110,001 – 115,000		$40 each
	GW 115,001 – 120,000		$50 each
	GW 120,001 – 125,000		$60 each
	GW 125,001 – 130,000		$70 each
	GW 130,001 – 135,000		$80 each
	GW 135,001 – 140,000		$90 each
	GW 140,001 – 145,000		$100 each
	GW 145,001 – 150,000		$110 each
	GW over 150,000 (Excess)		$5 per ton per mile
	Workover Rigs & Cranes		
	GW 40,000 – 60,000		$30 each
	GW 60,000-100,000		$40 each
	GW 100,001 – 110,000		$60 each
	GW110,001 – 115,000		$70 each
	GW 115,001 – 120,000		$80 each
	GW 120,001 – 125,000		$90 each
	GW 125,001 – 130,000		$100 each
	GW 130,001 – 135,000		$110 each
	GW 135,001 – 140,000		$120 each
	GW 140,001 – 145,000		$130 each
	GW 145,001 – 150,000		$140 each
	GW over 150,000 (Excess)		$5 per ton per mile
	Earth Moving Equipment (Roaded)		
	GW 0,000 – 70,000		$30 each
	GW 70,001 and over		$50 each
	Drilling Rig Move		$500 per move
	GW = Gross Weight. Fees are set by Western Dakota Energy Association and are subject to change.		

PLANNING

DIVISION	DESCRIPTION	FEE
	Development Agreement Fee	$500 each
PARK DISTRICT DEVELOPMENT	**Residential Development Fees**	
	Cash-in-Lieu of Land Payment	
	R-1 Properties	$500 per lot
	R-2 Properties	$0.10 per sq ft
	R-3 Properties	$0.15 per sq ft
	MH Properties	$500 per living unit
	R-2 Properties and R-3 Properties will have a minimum charge of $500	

	Commercial/Industrial Development Fees	
	Off-Site Impact Assessment	
	LC Properties	$500 per acre
	DC Properties	$500 per acre
	CC Properties	$500 per acre
	GC Properties	$500 per acre
	LI Properties	$500 per acre
	GI Properties	$500 per acre
PLATTING	Annexation Application Fee	$5,000 each
	Final Plat Application Fee	$350 each
	Final Plat Recording Fee	
	4 lots or less	$25 each
	Over five lots	$50 each
	Lot Split/Combo Application Fee	$250 each
	Plat Vacation	$250 per application
	Vacate Easement or Street/Alley	$250 per application
	Subdivisions	
	1 to 10 Lots	$500 plus park dist fees
	11 to 25 Lots	$750 plus park dist fees
	26 to 40 Lots	$1,500 plus park dist fees
	More than 40 Lots	$2,000 plus park dist fees
SPECIAL USE	Comp Plan Text/Map Amendment	$750 each
	Crew Camp Housing Special Use Permit	$500 per unit
	Special Use Permit	$350 per application
	Temporary Use Permit	$100 per application
ZONING/ REZONING	Planning Compliance Review	$40 each
	PUD Permit	$1,250 per application
	Rezone Petition	
	Public/Agricultural	$250 per application
	Residential	$350 per application
	Commercial/Industrial	$750 per application
	Zoning Compliance Letter	$100 per hour
	Zoning Compliance Letter - ETZ	$200 each
	Zoning Confirmation Letter	$50 each

PUBLIC SAFETY

DIVISION	DESCRIPTION		FEE
AMBULANCE		**City of Dickinson**	**BCBS ND**
	Mileage	$23.68 per mile	$22.55
	Basic Life Support Emergency	$1,060.72	$1,010.21
	Basic Life Support Non-Emergency	$662.55	$631.37
	Advanced Life Support Emergency	$1,259.61	$1,199.63
	Advanced Life Support Non-Emergency	$795.55	$757.67
	Advanced Life Support Emergency 2	$1,823.43	$1,736.30
	Specialty Care Transport	$2,454.58	$2,051.98
	Treat No Transport	$600	$598.47
	Lift Assist/Response No Assessment/Treatment	$0	$0
	Event Standby Charge (Basic Life Support)	$140 per hour	N/A
	Event Standby Charge (Advanced Life Support)	$185 per hour	N/A
	Event Standby Charge - 1 Provider	$100 per hour	N/A
	Flight Crew Transport - First 3 Hours	$450	N/A
	Flight Crew Transport - >3 hours	$125 per hour	N/A
	Advanced Life Support Intercept ($5/mile over 50 miles)	$250	N/A
EMERGENCY MEDICAL TRAINING	Heartsaver CPR		$50 per individual
	Heartsaver First Aid		$50 per individual
	Heartsaver FA CPR/AED		$100 per individual
	Emergency Medical Reponder (EMR)		$550 plus testing fees
	Emergency Medical Technician (EMT)		$1,400 plus testing fees
	Advanced Emergency Medical Technician (AEMT)		$1,700 plus testing fees
	Pre-Hospital Trauma Life Support (PHTLS)		$250 per individual
	Advanced Medical Life Support (AMLS)		$250 per individual
	Geriatric Emergencies for EMS		$125 per individual
	Pediatric Emergency Assessment, Recognition, & Stabilization (PEARS)		$125 per individual
	Emergency Pediactric Care (EPC)		$200 per individual
	Mental Health Resilience Officer (MHRO)		$125 per individual
	Tactical Emergency Casualty Care (TECC, TECC-LEO)		$250 per individual
	Mileage Charge (over 15 miles)		$0.70 per mile
		Initial	**Renewal**
	Basic Life Support for Healthcare Provider	$65 per individual	$35 online/$70 in-person
	Advanced Cardiac Life Support w/ Basic Life Support	$230 per individual	$165 per individual
	Pediatric Advanced Life Support	$230 per individual	$165 per individual
OTHER SERVICES	Course Roster Processing		$6
	Heartsaver CPR Card		$25
	Heartsaver First Aid Card		$25
	Heartsaver Pediatric/Adult CPS/First Aid Card		$25

	Basic Life Support for Healthcare Provider	$10
	Advanced Cardiac Life Support Provider	$15
	Pediatric Advanced Life Support Provider	$15
FIRE	**Alarm Response fee**	
	Residential	$50 per occurrence
	Commercial	$100 per occurrence
	Fire Report	$0.25 per page
	Locating Records	$25 per hour excluding initial hour
	Postage, Maps, Photos	actual cost
	Fire Suppression System Plan Review	$300 per building
	Fire Plan Review	$100 per application
	Fire Alarm System Review - Per Building	$300 if panel required
	Re-Inspection Fee	$100 each
	Hazardous Materials Spill/Release	
	Fire Apparatus with Personnel	$125 per hour
	Utility Vehicle with Personnel	$85 per hour
	Firework Display permit	$100 per application
	Use of Training Site	
	Per Hour	$50
	Apparatus with personnel	$125 per hour
	FD Instructor	$50 per hour per instructor
POLICE	Accident Report	$7 each
	Alarm Response fee	
	Residential	$50 per occurrence
	Commercial	$100 per occurrence
	Bodycam and Traffic Requests	
	Body Cam CD/DVD Unredacted	$10 plus hourly rate
	Body Cam CD/DVD Redacted	$20 plus hourly rate
	Traffic Cam CD/DVD Unredacted	$10 plus hourly rate
	Traffic Cam CD/DVD Redacted	$20 plus hourly rate
	Body and Traffic Cam	$25 per hour excluding initial hour
	Copy of audio/video evidence	$5 each
	Fingerprints	$10 each
	~~One set~~	~~$10~~
	~~Each Additional Set~~	~~$5~~
	Impound Vehicle fee	$50 plus towing fee
	Incident Report	$0.25 per sheet, $25 per hour, excluding initial hour

PUBLIC WORKS

DIVISION	DESCRIPTION	FEE
PERSONNEL	Supervisor	$75 per hour
	Foreman	$61 per hour
	Operator	$50 per hour
EQUIPMENT	Genie Lift	$85 per hour
	Scissor Lift	$75 per hour
	Pickup Truck (1 ton or less)	$65 per hour
	Pickup Truck (1 1/4 ton)	$75 per hour
	Loader	$150 per hour
	Snow Plowing - add	$75 per hour
	Snow Blowing - add	$150 per hour
	Motor Grader	$175 per hour
	Snow Plowing - add	$75 per hour
	Asphalt Paver (includes 2 operators)	$210 per hour
	Roller	$110 per hour
	Backhoe	$160 per hour
	Excavator	$200 per hour
	Mini-Excavator	$125 per hour
	Roll-Off Truck	$150 per hour
	Skidsteer	$100 per hour
	Tandem Axle Dump Truck	$125 per hour
	Snow Plowing - add	$75 per hour
	Traffic Attenuator - add	$20 per hour
	Single Axle Dump Truck	$110 per hour
	Snow Plowing - add	$75 per hour
	Sander	$40 per hour plus truck rate & material
	Brine Truck	$25 per hour plus truck rate & material
	Water Truck	$110 per hour plus water
	Service Truck	$140 per hour
	Sewer Jet Truck	$150 per hour
	Striper	$75 per hour plus paint

	Sweeper - Pickup		$175 per hour
	Sweeper - Side Delivery		$110 per hour
	Trailer (Flat Bed)		$20 per hour
	Trencher		$160 per hour
	Vacuum Truck		$225 per hour
	Wood Chipper		$65 per hour
SIGNAGE	Barricade (Type I)		$10 each/day
	Barricade (Type II)		$15 each/day
	Barricade (Type III)		$20 each/day
	With flashing warning light additional $5.00 each		
	Signs		$10 each/day
	Traffic Cone		$10 each/day
MATERIALS FOR PURCHASE	Brine		actual cost plus 30%
	Road Oil		actual cost plus 20%
	Road Salt		actual cost plus 30%
	Ice Control Mixed Sand		actual cost plus 30%

SOLID WASTE

DIVISION	DESCRIPTION	2026 RATE	FEE
BALER BUILDING FEES	Minimal Disposal Fee	$3 flat fee	$5 flat fee
	Scale Use (outside use for weighing loads)		$25 each
	Disposal Without Approval		$150 per offense
	Failure to Rescale (exiting out)		Equal to the amount of scale in
	No Tarping Fee (Pickup)		$35 each
	No Tarping Fee (8' to 16' Container)		$50 each
	No Tarping Fee (Greater than 16' Container)		$75 each
	Non-Compliant Loads		$100 per ton
	First Offense		$250
	Second Offense		$500
	Third Offense - revocation of privileges		$1,000
	Asbestos		$150 per ton
	Clean Wood and Trees (Non-Residents)		$30 per ton
	Construction Materials		$60 per ton
	Contaminated Soil (By Approval Only)		$75 per ton
	Dead Animals		$10 small/$25 large
	Household		$60 per ton
	Single Stream Recycling		$0.16 per lb ($313.60/ton)
	Industrial		$75 per ton
	Inert		$30 per ton
	Mattresses		$5 each
	Non-Refrigerated Appliances		$5 each
	Refrigerated Appliances		$20 each
	Oilfield/Pipeline		$185 per ton plus separation policy
	Poly Pipe Culvert/Conduit		$100 per ton
	Sludge (Dewatered Only)		$30 per ton
	Tires		
	Auto		$6 each
	Truck		$20 each
	Tractor		$40 each
	by Ton		$250 per ton
MATERIALS FOR PURCHASE	Asphalt Millings		$25 per ton
	Compost		$20 per ton
	Crushed Asphalt		$25 per ton
	Crushed Concrete		$25 per ton
RESIDENTIAL COLLECTION/ RECYCLING	Single Family	$21 per month	$25 per month
	Additional container	$10.50 each	$12.50 each
	Multiple - 2 units	$42 per month	$50 per month
	Multiple - 3 units	$63 per month	$75 per month
	Additional Recycle Container	$10.50 per month	$12.50 per month
	Requested Rear Load Collection		$20, limited restrictions
	Containers Purchase Price (subject to change)		
	2 yd	$1,011	$1,061.55 each
	3 yd	$1,032	$1,083.60 each
	4 yd	$1,215	$1,275.75 each
	6 yd	$1,454	$1,526.70 each
	8 yd	$1,564	$1,642.20 each
	96 gal	$70	$73.50 each
	300 gal	$350	$367.50 each
	Bulky Item		$20 each
	Extra pickup		$20 each
	Extra garbage	$8 per yard	$8.40 per yard

SMALL BUSINESS/ COMMERCIAL	**96 Gallon Container**		
	Once per week	$21	$25
	Twice per week	$42	$50
	Three times per week	$63	$75
	On-Call	$10.50	$12.50
	Commercial Roll-off		
	Hauling Fee	$125 each	$131.25 each
	Hauling Fee - Roll-off Compactor	$225 each	$236.25 each
	Tipping Fee		varies according to material
	Container Rent (daily rate)	$15 per day	$15.75 per day
	Container Rent without Lid (20 yd)	$100 per month	$105 per month
	Container Rent with Lid (25 yd)	$150 per month	$157.50 per month
	Container Rent without Lid (30 yd)	$150 per month	$157.50 per month

Commercial Solid Waste Collection Rates	1.5YD/ 300GAL	2 Yards	3 Yards	4 Yards	6 Yards	8 Yards	~~6 YD Compactor~~
Once Per Week	$ 42.08	$ 49.55	$ 66.76	$ 90.13	$ 121.67	$ 164.26	~~$ 250.30~~
Twice Per Week	$ 84.17	$ 98.91	$ 133.53	$ 180.25	$ 243.35	$ 328.52	~~$ 500.60~~
Three Times Per Week	$ 126.26	$ 148.37	$ 200.29	$ 270.39	$ 365.02	$ 492.79	~~$ 750.91~~
Four Times Per Week	$ 168.35	$ 197.81	$ 267.05	$ 360.41	$ 486.70	$ 657.03	~~$ 1,001.21~~
Five Times Per Week	N/A	$ 247.26	$ 333.82	$ 450.65	$ 608.37	$ 821.30	~~$ 1,251.51~~
Once Per Month	$ 21.04	$ 24.73	$ 33.38	$ 45.07	$ 60.84	$ 82.13	~~$ 125.15~~
Twice Per Month	$ 31.56	$ 37.09	$ 50.07	$ 67.60	$ 91.26	$ 123.20	~~$ 187.73~~
On Call	$ 21.04	$ 24.73	$ 33.38	$ 45.07	$ 60.84	$ 82.13	~~$ 125.15~~
Rent/Month	$ 10.50	$ 16.03	$ 16.94	$ 25.88	$ 29.00	$ 32.39	~~$ 129.14~~

UTILITY BILLING

DIVISION	DESCRIPTION	2026 RATE	FEE
WATER RATES	**Inside City Limits**		
	~~Non-Metered Customer (Well)~~		~~$5.50 per month~~
	~~Disconnected Meter Base Rate~~		~~$5.50 per month~~
	5/8" Meter	$7.23 per month	$10.00 per month
	3/4" Meter	$11 per month	$13.75 per month
	1" Meter	$16.50 per month	$20.65 per month
	1 1/2" Meter	$31.90 per month	$39.90 per month
	2" Meter	$53.90 per month	$67.40 per month
	3" Meter	$83.60 per month	$104.50 per month
	4" Meter	$143 per month	$178.75 per month
	6" Meter	$297 per month	$371.25 per month
	Outside City Limits		
	Residential		Equivalent City Base Rate plus 10%
	Non-Residential	Equivalent City Base Rate plus 35%	Equivalent City Base Rate plus 10%
	Water Usage Rate		**$7.78 per 1,000 gallons**
	Storm Water		
	Residential		$3.00 per month
	Commercial		$5.00 per month
SEWER RATES	**Inside City Limits**		
	Residential Non-Metered Customer (Well)	$27.50 per month	$30.25 per month
	Residential Base Rate	$14.30 per month	$25.00 per month
	Commercial/Industrial Base Rate		
	Minimum (including non-metered)	$26.40 per month	$29.05 per month
	1-1/2 inch water meter	$38.50 per month	$42.60 per month
	2 inch water meter	$50.60 per month	$55.90 per month
	3 inch water meter	$66.00 per month	$72.85 per month
	4 inch water meter	$143.00 per month	$157.55 per month
	6 inch water meter	$330.00 per month	$363.25 per month
	Outside City Limits		
	Residential		Equivalent Residential Base Rate plus 10% and costs of chemical pretreatment
	Non-Residential	Equivalent City Base Rate plus 35% and costs of chemical pretreatment	Equivalent Residential Base Rate plus 10% and costs of chemical pretreatment
	~~Dakota Prairie Refining Base Rate~~		~~$19.31 per EDU (2,402 EDU=$46,382.62)~~
	~~Dickinson Rail Terminal~~		~~$19.31 per EDU (86 EDU=$1,660.66)~~
	~~Baker Boy Base Rate~~		~~$19.31 per EDU (55 EDU=$1,062.05)~~

	~~Martin Construction~~		~~$19.31 per EDU~~
	Equivalent Dwelling Unit (EDU)=5,000 gallons per month		$27.50 per EDU
	Commercial Sewer Usage Rate	$3.00 per 1,000 gallons	**$3.30 per 1,000 gallons**
	~~Residential Summer Usage Cap~~		~~5,000 gallons~~
	Overage Surcharge (contract customers)		$4.00 per 1,000 gallons
	Non-Compliance Surcharge (contract customers)		$4.00 per 1,000 gallons
STREET LIGHT & TRAFFIC SIGNAL	Non-Metered Customer		$3.25 per month
	5/8" Meter		$3.15 per month
	3/4" Meter		$3.15 per month
	1" Meter		$5.25 per month
	1 1/2" Meter		$12.00 per month
	2" Meter		$17.50 per month
	3" Meter		$28.25 per month
	4" Meter		$43.50 per month
	6" Meter		$54.00 per month
MISCELLANEOUS	Meter Check labor service call	$30.00 plus actual cost to replace inventory if applicable	$50.00 plus actual cost to replace inventory if applicable
	Utility Bill late fee		1.75% of amount due per month
	Utility Disconnect fee (non-delinquent)	$25 per month	$50.00
	Utility Re-connect fee (delinquent account)		$100.00

WATER/SEWER

DIVISION	DESCRIPTION		FEE
BULK WATER	Water Vendor (potable)		$19.00 per 1,000 gallons
WASTEWATER	Camera Inspection		$3.50 per ft (300 ft minimum)
	Domestic Septage Hauler		$60.00 per 1,000 gallons
	Wastewater Seeding		$100 per occurrence
	Wastewater Surcharge (non-resident)		
	Biochemical Oxygen Demand (BOD)		$0.04 per lb, surcharge above 200mg/L
	Total Suspended Solids (TSS)		$0.02 per lb, surcharge above 200mg/L
WATER METERS		**Flange/Strainer**	**Meter Cost**
	3/4" Meter	N/A	$280
	1" Meter	N/A	$385
	1 1/2" Meter	$223/$839	$935
	2" Meter	$284/$768	$1,100
	3" Meter	$560/$1,239	$3,520
	4" Meter	$894/$2,379	$4,620
	6" Meter	$1,866/$3,249	$8,135
WATER CONNECTION	**Price of meter included*		
	3/4" Meter and below		$2,500 each
	1" Meter		$3,000 each
	1 1/2" Meter		$3,500 each
	2" Meter		$5,500 each
	3" Meter		$6,700 each
	4" Meter		$8,850 each
	6" Meter		$15,000 each
SEWER CONNECTION	3/4" Meter		$1,800 each
	1" Meter		$1,800 each
	1 1/2" Meter		$3,000 each
	2" Meter		$4,000 each
	3" Meter		$5,000 each
	4" Meter		$7,000 each
	6" Meter and larger		$10,000 each

ADMINISTRATION

DIVISION	DESCRIPTION	FEE	
ALCOHOL/ TOBACCO		**Issuance**	**Annual Renewal**
	On/Off Sale	$185,000 min bid	$3,000
	Lodge or Club License	$3,000	$3,000
	Motel or Hotel License	$3,000	$3,000
	Restaurant On-Sale License	$2,500	$2,500
	Military Club Beer and Wine License	$700	$700
	Microbrewery Pub License	$700	$700
	Beer and Wine Concession License	$550	$550
	Distillery License	$700	$700
	Brewer Taproom License	$2,000	$2,000
	Domestic Winery License		N/A
	Beer Only On-Sale License	$700	$700
	Beer and Wine Only On-Sale License	$1,250	$1,250
	Tobacco	$50	$50
	Annual Renewal Late Fee		$50 each
	Non-Refundable application fee		$500 each
	Annual Renewal Late Fee		$100 per license
	Non-Refundable transfer fee		$500 each
	Special Event Alcohol Permit		$25 per event
	Rush Late Fee (if less than 10 days prior to event)*		$100 each
	**Applications must be received more than 3 days prior to event.*		
	New Owner License Fee	annual fee plus application fee plus prorated amount of current year	
ANIMAL CONTROL	Abandonment/Surrender Fee		$50 each
	Adoption Fee - Cat		$5 each plus veterinary cost
	Adoption Fee - Dog		$25 each plus veterinary cost
	Animal Code Violation (Article 5.08 and 5.12)		$50 each
	Chipping Fee		$10 each
	Impound Fee - Dogs/Cats		$50 each
	Boarding fees		$10 per day
	Pet License - Dogs/Cats		$25 every 2 years
	Failure to License		$50 each
BUSINESS/ CONTRACTOR LICENSES	Arborist		$100 per year
	Adult Entertainment		$2,000 per year
	Bicycle		$5 lifetime
	Concrete Contractor		$100 per year
	Excavators License		$100 per year
	House Mover		$50 per year
	Junk Dealer		$50 per year
	Pawn Broker		$50 per year
	RV Park/Campground		$250, less $100 if combined w/ mobile home fee
	**Fees may be waived for state, municipality, & non-profit agencies*		
	Mobile Home Tiered Fees		
	3-10 Lots		$100 per year
	11-25 Lots		$150 per year
	26-50 Lots		$200 per year
	More than 50 Lots		$250 per year
	Pesticides-Commercial Applicator		$50 per year
	Pet Daycare Operator		$125 per year
	Plumbers License		$100 per year
	Heating & Air License		$100 per year
	Contractor License		$100 per year
	Taxicab/Chauffeur/Omnibus		$50 per year
GAMING LICENSES	Site Authorization		$100 per year
	Annual Permit		$25 per year
	Single Event Permit		$10 each
OTHER	Circus/Carnival		$50 per day
	Parade/Street Closure		$50 per day
	Non-Alcohol/Street Closure		$50 per day
	Rush Late Fee (if less than 10 days prior to event)*		$100
	**Applications must be received more than 3 days prior to event*		
	Temporary Use Permit		$100 per application
BOARD FEE COMPENSATION	Board of Adjustment		$100 per meeting
	Civil Service Commission		$100 per meeting
	Energy Committee Board		$100 per meeting
	Finance Committee Board		$100 per meeting
	Historic Preservation Board		$100 per meeting
	Library Board		$100 per meeting
	Planning & Zoning Board		$100 per meeting

	Special Assessment Board	$100 per meeting
	Urban Forestry Board	$100 per meeting
	Weed Board	$100 per meeting
	Board members must be present at meeting to receive compensation. Compensation excludes city staff and elected officials.	
MISCELLANEOUS	DVD and CD Copy	$2 each
	Fax	$2 per page
	Microfilm Copies	
	Full size	$1 each
	w/card	$1.50 each
	Xerox Copies	
	8 1/2 x 11 letter, 8 1/2 x 14 legal, 11 x 17 tabloid	$0.25 per page
	Copies by Mail	$5 min plus charge for copies over 10
	Open Record	$0.25 per sheet, $25 per hour, excluding initial hour
	Plotted Maps	$35 per page
	City-Vehicle Commuter Rate	$1.50 per one-way commute
	NSF Fee	$40 per check

BUILDING AND CODE ENFORCEMENT

DIVISION	DESCRIPTION	FEE
BOARD OF ADJUSTMENT	Board of Adjustment - Variance	$150 per application
	Board of Appeals	$150 per application
BUILDING & CONSTRUCTION PERMITS	**Building Permit** (based on valuation)	
	Up to $1,000	$50 each
	In excess of $1,000	$60 each
	Each add'l $1000 or fraction up to $200,000	$4 each
	Each add'l $1000 or fraction over $200,000	$5.50 each
	Plan Review	
	Building - Residential	$80 per hour
	Building - Commercial/Industrial	actual plus 10%
	Fire Department	$40 per application
	Engineering Department	$200 per hour for commercial
	Demolition Permit	$75 each
	Energy Certificate	$3 each
	Fence Permit	$60 each
	Fireplace Permit	$35 each
	Moving Permit	$75 each
	Re-Inspection Fee	$200 each
	Uncovered Deck	$100 each
	Water Well Permit	$80 each
MECHANICAL	First Unit	$50 each
	Each Additional Unit	$15 each
	Replace Furnace or Water Heater	$35 each
PLUMBING	First 16 Fixture units	$120 each
	Each Additional Fixture units	$1
	Sprinkler System Backflow Preventer	$25 each
PROPERTY CODE COMPLIANCE	Lot Mowing, Weed Control, Sidewalk Snow Removal	$500 per hour, $500 min
PUBLIC SPACE MANAGEMENT	3x3 area or smaller	$50 each year
	Up to 25' storage frontage	$250 each year
	26' - 50' store frontage	$500 each year
	Over 50' store frontage	$750 each year
	Annual Renewal (with no changes)	$200
SIGN PERMITS	**Sign Permit** (Based on valuation)	
	Plan Review	$80 each
	Up to $1,000	$50 each
	First $1,000	$60 each
	Each additional $1,000 or fraction	$3.50 each

BUILDINGS AND SITES

DIVISION	DESCRIPTION	FEE
CEMETERY	*Prices vary, contact Permitting at City Hall. Initial interment/nameplate included in cost of space.*	
	Buy-back of cemetery lot	
	Will pay price paid if receipts are provided, otherwise:	$25 single $75 side by side
	Forfeiture of Cemetery Lots	$250 each
	Winter Grave Site Prep Fee (Nov. 1 - Apr. 1)	$300 each
	Name Plate Replacement	$50 plus cost of nameplate
	Disinterment (Admin Only)	$100, completed by funeral home

MAUSOLEUM	*Prices vary, contact Permitting at City Hall. Initial interment/nameplate included in cost of space.*	
	Interment/Disinterment of Casket	$300 each
	Interment/Disinterment of Urn	$100 each
	Name Plate Replacement	$50 plus cost of nameplate
LEGACY SQUARE RENTAL	Full Venue Rental (All inclusive- except staffing)	$2,000 per day/event
	Partial Rental (Excluding Childrens' Play Area & Staffing)	$1,000 per day/event
	Pavilion Rental	$150 per day/event
	Kid Zone Rental	$300 per day/event
	Stage Rental	$150 per day/event
	Concourse Rental	$150 per day/event
	Additional Options Available	
	Screen Use	$50 per day/event
	Music/Speakers	$50 per day/event
	Full Sound System with mics	$100 per day/event
	Tables/Chairs	$100 per day/event
	On-Site Staffing	$500 per day/event
	Vending Space	$50 per day/event
	Green Room	included
	Fire Places	$50 per day/event
	Splash Pad	$50 per day/event
	Small Event Vending	$50 per day/event
	Small Event Electrical (if requested)	$25 per day/event
	Non-Refundable Deposit	20% of total fee
	Cancellation Fee	10% of total fee
	LIVE at Legacy Square Concert Vendors	
	Vending (includes electrical)	$100 per day/event
	Refundable Cleaning Deposit	$100 start of season
	All fees to be paid at City Hall. Street closure/permitting is responsibility of patron. Alcohol permitting/licensing responsibility of patron if not a city-sponsored event.	
LIBRARY	Copy Charge	
	8 1/2 x 11 letter	$0.15 per page
	81/2 x 14 legal, 11 x 17 tabloid	$0.25 per page
	Fax - sending/receiving	$1 per page
	Microfilm Reader/Printer - 8 1/2 x 11	$0.15 per page
	Damaged or lost material	$7 plus replacement cost
	Library Cards (Non-Resident)	
	Individual	$20 per year
	Family	$25 per year
	Temporary	$20 per year
MUSEUM	**Admission**	
	Adults (17 to 64)	$6 per person
	Seniors (65 and over)	$5 per person
	Children (3-16)	$4 per person
	Children (2 and under)	Free
	Stark County Historical Society Members	Free
	Museum Center Members	Free
	SWND Museum Foundation Members	Free
	School Field Trips (teacher admission free)	$2 per child/chaperone
	Individual Memberships	
	Student (under 18)	$15 per year
	Seniors (65 and over)	$20 per year
	Individual	$25 per year
	Family (One Household)	$50 per year
	Supporter (One Household)	$100 per year
	Business Memberships	
	Business Supporter	$100 per year
	Business Sustaining	$250 per year
	Business Patron	$500 per year
	Business Benefactor	$1,000 per year
	Business Partner	$5,000 year
	Rentals	
	Birthday Parties (up to 10 children)	$100 per event
	Each Additional Child	$5
	Heritage Pavilion Picnic Shelter	$15/hr, $120/day
	Ridgeway Church	$50 per hour
	Photocopies	$0.15 each
	Photographic Reproduction (Black & white reprints: single use, not for distribution)	
	Customized Canvas Gallery Prints	price varies, contact gift shop
	Electronic image on copy paper	$1 each
	New scan or modified scan	$7 each

	Still Image Use/Reproduction Fees	Business & individuals	Non-profits other than museums
	Broadcast / Video	$15 per image	$10 per image
	Advertisement	$15 per image	$10 per image
	Commercial Display	$15 per image	$10 per image
	Books & Periodicals	$15 per image	$10 per image
	Electronic Published Works (websites, blogs, social media, etc)	$50 per image	$15 if online copying disabled or $30 if NOT disabled

**Fees may be waived for in-state newspapers, television stations, state agencies, N.D. municipalities, public schools and non-profit museums and historical societies*

ENGINEERING

DIVISION	DESCRIPTION	FEE	
PERMITS		Residential	Commercial
	Concrete Permit (for new construction only)	$150	$500
	Plan/Plat Review	$0	$200 per hour
	Floodplain Development Permit Application	$150	$150
	Re-Review Fee		$100
	Storm Water Permit	$100	$250
	Failure to obtain Storm Water Mgmt. Permit	$250	$1,000
	Non-compliance	$250	$250
	Re-inspection	$200	$200
	Utilities Permits (new construction only)	$100	$500
	Construction Inspection		10% of the bid price
	FIRM Modifications Plan Review/Re-Review		$2,000 per acre, not to exceed $12,000 per review
	Re-Inspection Fee		$200 per inspection
	Oil Well Permits		$1,000 per application
	Utility Crossing Permit (Non Franchise)		$1,000 per application
	**Fees may be waived for state, municipality, & non-profit agencies*		
STREET CLOSURE	**For construction** (up to 7 days)	Partial	Full
	Local Street	$50	$100
	Collector Street	$100	$500
	Arterial Street	$250	$1,000
OVERWEIGHT VEHICLES	**Trucks & Trailers**		
	GW under 105,500, but over-width/over-length		$20 each
	GW 105,501 – 110,000		$30 each
	GW 110,001 – 115,000		$40 each
	GW 115,001 – 120,000		$50 each
	GW 120,001 – 125,000		$60 each
	GW 125,001 – 130,000		$70 each
	GW 130,001 – 135,000		$80 each
	GW 135,001 – 140,000		$90 each
	GW 140,001 – 145,000		$100 each
	GW 145,001 – 150,000		$110 each
	GW over 150,000 (Excess)		$5 per ton per mile
	Workover Rigs & Cranes		
	GW 40,000 – 60,000		$30 each
	GW 60,000-100,000		$40 each
	GW 100,001 – 110,000		$60 each
	GW110,001 – 115,000		$70 each
	GW 115,001 – 120,000		$80 each
	GW 120,001 – 125,000		$90 each
	GW 125,001 – 130,000		$100 each
	GW 130,001 – 135,000		$110 each
	GW 135,001 – 140,000		$120 each
	GW 140,001 – 145,000		$130 each
	GW 145,001 – 150,000		$140 each
	GW over 150,000 (Excess)		$5 per ton per mile
	Earth Moving Equipment (Roaded)		
	GW 0,000 – 70,000		$30 each
	GW 70,001 and over		$50 each
	Drilling Rig Move		$500 per move
	GW = Gross Weight. Fees are set by Western Dakota Energy Association and are subject to change.		

PLANNING

DIVISION	DESCRIPTION	FEE
	Development Agreement Fee	$500 each
PARK DISTRICT DEVELOPMENT	**Residential Development Fees**	
	Cash-in-Lieu of Land Payment	
	R-1 Properties	$500 per lot
	R-2 Properties	$0.10 per sq ft
	R-3 Properties	$0.15 per sq ft
	MH Properties	$500 per living unit
	R-2 Properties and R-3 Properties will have a minimum charge of $500	

	Commercial/Industrial Development Fees	
	Off-Site Impact Assessment	
	LC Properties	$500 per acre
	DC Properties	$500 per acre
	CC Properties	$500 per acre
	GC Properties	$500 per acre
	LI Properties	$500 per acre
	GI Properties	$500 per acre
PLATTING	Annexation Application Fee	$5,000 each
	Final Plat Application Fee	$350 each
	Final Plat Recording Fee	
	4 lots or less	$25 each
	Over five lots	$50 each
	Lot Split/Combo Application Fee	$250 each
	Plat Vacation	$250 per application
	Vacate Easement or Street/Alley	$250 per application
	Subdivisions	
	1 to 10 Lots	$500 plus park dist fees
	11 to 25 Lots	$750 plus park dist fees
	26 to 40 Lots	$1,500 plus park dist fees
	More than 40 Lots	$2,000 plus park dist fees
SPECIAL USE	Comp Plan Text/Map Amendment	$750 each
	Crew Camp Housing Special Use Permit	$500 per unit
	Special Use Permit	$350 per application
	Temporary Use Permit	$100 per application
ZONING/ REZONING	Planning Compliance Review	$40 each
	PUD Permit	$1,250 per application
	Rezone Petition	
	Public/Agricultural	$250 per application
	Residential	$350 per application
	Commercial/Industrial	$750 per application
	Zoning Compliance Letter	$100 per hour
	Zoning Compliance Letter - ETZ	$200 each
	Zoning Confirmation Letter	$50 each

PUBLIC SAFETY

DIVISION	DESCRIPTION		FEE
AMBULANCE		**City of Dickinson**	**BCBS ND**
	Mileage	$23.68 per mile	$22.55
	Basic Life Support Emergency	$1,060.72	$1,010.21
	Basic Life Support Non-Emergency	$662.55	$631.37
	Advanced Life Support Emergency	$1,259.61	$1,199.63
	Advanced Life Support Non-Emergency	$795.55	$757.67
	Advanced Life Support Emergency 2	$1,823.43	$1,736.30
	Specialty Care Transport	$2,454.58	$2,051.98
	Treat No Transport	$600	$598.47
	Lift Assist/Response No Assessment/Treatment	$0	$0
	Event Standby Charge (Basic Life Support)	$140 per hour	N/A
	Event Standby Charge (Advanced Life Support)	$185 per hour	N/A
	Event Standby Charge - 1 Provider	$100 per hour	N/A
	Flight Crew Transport - First 3 Hours	$450	N/A
	Flight Crew Transport - >3 hours	$125 per hour	N/A
	Advanced Life Support Intercept ($5/mile over 50 miles)	$250	N/A
EMERGENCY MEDICAL TRAINING	Heartsaver CPR		$50 per individual
	Heartsaver First Aid		$50 per individual
	Heartsaver FA CPR/AED		$100 per individual
	Emergency Medical Reponder (EMR)		$550 plus testing fees
	Emergency Medical Technician (EMT)		$1,400 plus testing fees
	Advanced Emergency Medical Technician (AEMT)		$1,700 plus testing fees
	Pre-Hospital Trauma Life Support (PHTLS)		$250 per individual
	Advanced Medical Life Support (AMLS)		$250 per individual
	Geriatric Emergencies for EMS		$125 per individual
	Pediatric Emergency Assessment, Recognition, & Stabilization (PEARS)		$125 per individual
	Emergency Pediactric Care (EPC)		$200 per individual
	Mental Health Resilience Officer (MHRO)		$125 per individual
	Tactical Emergency Casualty Care (TECC, TECC-LEO)		$250 per individual
	Mileage Charge (over 15 miles)		$0.70 per mile
		Initial	**Renewal**
	Basic Life Support for Healthcare Provider	$65 per individual	$35 online/$70 in-person
	Advanced Cardiac Life Support w/ Basic Life Support	$230 per individual	$165 per individual
	Pediatric Advanced Life Support	$230 per individual	$165 per individual
OTHER SERVICES	Course Roster Processing		$6
	Heartsaver CPR Card		$25
	Heartsaver First Aid Card		$25
	Heartsaver Pediatric/Adult CPS/First Aid Card		$25

	Basic Life Support for Healthcare Provider	$10
	Advanced Cardiac Life Support Provider	$15
	Pediatric Advanced Life Support Provider	$15
FIRE	**Alarm Response Fee**	
	Residential	$50 per occurrence
	Commercial	$100 per occurrence
	Fire Report	$0.25 per page
	Locating Records	$25 per hour excluding initial hour
	Postage, Maps, Photos	actual cost
	Fire Suppression System Plan Review	$300 per building
	Fire Plan Review	$100 per application
	Fire Alarm System Review - Per Building	$300 if panel required
	Re-Inspection Fee	$100 each
	Hazardous Materials Spill/Release	
	Fire Apparatus with Personnel	$125 per hour
	Utility Vehicle with Personnel	$85 per hour
	Firework Display permit	$100 per application
	Use of Training Site	
	Per Hour	$50
	Apparatus with personnel	$125 per hour
	FD Instructor	$50 per hour per instructor
POLICE	Accident Report	$7 each
	Alarm Response fee	
	Residential	$50 per occurrence
	Commercial	$100 per occurrence
	Bodycam and Traffic Requests	
	Body Cam CD/DVD Unredacted	$10 plus hourly rate
	Body Cam CD/DVD Redacted	$20 plus hourly rate
	Traffic Cam CD/DVD Unredacted	$10 plus hourly rate
	Traffic Cam CD/DVD Redacted	$20 plus hourly rate
	Body and Traffic Cam	$25 per hour excluding initial hour
	Copy of audio/video evidence	$5 each
	Fingerprints	$10 each
	Impound Vehicle fee	$50 plus towing fee
	Incident Report	$0.25 per sheet, $25 per hour, excluding initial hour

PUBLIC WORKS

DIVISION	DESCRIPTION	FEE
PERSONNEL	Supervisor	$75 per hour
	Foreman	$61 per hour
	Operator	$50 per hour
EQUIPMENT	Genie Lift	$85 per hour
	Scissor Lift	$75 per hour
	Pickup Truck (1 ton or less)	$65 per hour
	Pickup Truck (1 1/4 ton)	$75 per hour
	Loader	$150 per hour
	Snow Plowing - add	$75 per hour
	Snow Blowing - add	$150 per hour
	Motor Grader	$175 per hour
	Snow Plowing - add	$75 per hour
	Asphalt Paver (includes 2 operators)	$210 per hour
	Roller	$110 per hour
	Backhoe	$160 per hour
	Excavator	$200 per hour
	Mini-Excavator	$125 per hour
	Roll-Off Truck	$150 per hour
	Skidsteer	$100 per hour
	Tandem Axle Dump Truck	$125 per hour
	Snow Plowing - add	$75 per hour
	Traffic Attenuator - add	$20 per hour
	Single Axle Dump Truck	$110 per hour
	Snow Plowing - add	$75 per hour
	Sander	$40 per hour plus truck rate & material
	Brine Truck	$25 per hour plus truck rate & material
	Water Truck	$110 per hour plus water
	Service Truck	$140 per hour
	Sewer Jet Truck	$150 per hour

	Striper	$75 per hour plus paint
	Sweeper - Pickup	$175 per hour
	Sweeper - Side Delivery	$110 per hour
	Trailer (Flat Bed)	$20 per hour
	Trencher	$160 per hour
	Vacuum Truck	$225 per hour
	Wood Chipper	$65 per hour
SIGNAGE	Barricade (Type I)	$10 each/day
	Barricade (Type II)	$15 each/day
	Barricade (Type III)	$20 each/day
	With flashing warning light additional $5.00 each	
	Signs	$10 each/day
	Traffic Cone	$10 each/day
MATERIALS FOR PURCHASE	Brine	actual cost plus 30%
	Road Oil	actual cost plus 20%
	Road Salt	actual cost plus 30%
	Ice Control Mixed Sand	actual cost plus 30%

SOLID WASTE

DIVISION	DESCRIPTION	FEE
BALER BUILDING FEES	Minimal Disposal Fee	$5 flat fee
	Scale Use (outside use for weighing loads)	$25 each
	Disposal Without Approval	$150 per offense
	Failure to Rescale (exiting out)	Equal to the amount of scale in
	No Tarping Fee (Pickup)	$35 each
	No Tarping Fee (8' to 16' Container)	$50 each
	No Tarping Fee (Greater than 16' Container)	$75 each
	Non-Compliant Loads	$100 per ton
	First Offense	$250
	Second Offense	$500
	Third Offense - revocation of privileges	$1,000
	Asbestos	$150 per ton
	Clean Wood and Trees (Non-Residents)	$30 per ton
	Construction Materials	$60 per ton
	Contaminated Soil (By Approval Only)	$75 per ton
	Dead Animals	$10 small/$25 large
	Household	$60 per ton
	Single Stream Recycling	$0.16 per lb ($313.60/ton)
	Industrial	$75 per ton
	Inert	$30 per ton
	Mattresses	$5 each
	Non-Refrigerated Appliances	$5 each
	Refrigerated Appliances	$20 each
	Oilfield/Pipeline	$185 per ton plus separation policy
	Poly Pipe Culvert/Conduit	$100 per ton
	Sludge (Dewatered Only)	$30 per ton
	Tires	
	Auto	$6 each
	Truck	$20 each
	Tractor	$40 each
	by Ton	$250 per ton
MATERIALS FOR PURCHASE	Asphalt Millings	$25 per ton
	Compost	$20 per ton
	Crushed Asphalt	$25 per ton
	Crushed Concrete	$25 per ton
RESIDENTIAL COLLECTION/ RECYCLING	Single Family	$25 per month
	Additional container	$12.50 each
	Multiple - 2 units	$50 per month
	Multiple - 3 units	$75 per month
	Additional Recycle Container	$12.50 per month
	Requested Rear Load Collection	$20, limited restrictions
	Containers Purchase Price (subject to change)	
	2 yd	$1,061.55 each
	3 yd	$1,083.60 each
	4 yd	$1,275.75 each
	6 yd	$1,526.70 each
	8 yd	$1,642.20 each
	96 gal	$73.50 each
	300 gal	$367.50 each
	Bulky Item	$20 each
	Extra pickup	$20 each
	Extra garbage	$8.40 per yard

SMALL BUSINESS/ COMMERCIAL	**96 Gallon Container**	
	Once per week	$25
	Twice per week	$50
	Three times per week	$75
	On-Call	$12.50
	Commercial Roll-off	
	Hauling Fee	$131.25 each
	Hauling Fee - Roll-off Compactor	$236.25 each
	Tipping Fee	varies according to material
	Container Rent (daily rate)	$15.75 per day
	Container Rent without Lid (20 yd)	$105 per month
	Container Rent with Lid (25 yd)	$157.50 per month
	Container Rent without Lid (30 yd)	$157.50 per month

Commercial Solid Waste Collection Rates	1.5YD/ 300GAL	2 Yards	3 Yards	4 Yards	6 Yards	8 Yards
Once Per Week	$ 42.08	$ 49.55	$ 66.76	$ 90.13	$ 121.67	$ 164.26
Twice Per Week	$ 84.17	$ 98.91	$ 133.53	$ 180.25	$ 243.35	$ 328.52
Three Times Per Week	$ 126.26	$ 148.37	$ 200.29	$ 270.39	$ 365.02	$ 492.79
Four Times Per Week	$ 168.35	$ 197.81	$ 267.05	$ 360.41	$ 486.70	$ 657.03
Five Times Per Week	N/A	$ 247.26	$ 333.82	$ 450.65	$ 608.37	$ 821.30
Once Per Month	$ 21.04	$ 24.73	$ 33.38	$ 45.07	$ 60.84	$ 82.13
Twice Per Month	$ 31.56	$ 37.09	$ 50.07	$ 67.60	$ 91.26	$ 123.20
On Call	$ 21.04	$ 24.73	$ 33.38	$ 45.07	$ 60.84	$ 82.13
Rent/Month	$ 10.50	$ 16.03	$ 16.94	$ 25.88	$ 29.00	$ 32.39

UTILITY BILLING

DIVISION	DESCRIPTION	FEE
WATER RATES	**Inside City Limits**	
	5/8" Meter	$10.00 per month
	3/4" Meter	$13.75 per month
	1" Meter	$20.65 per month
	1 1/2" Meter	$39.90 per month
	2" Meter	$67.40 per month
	3" Meter	$104.50 per month
	4" Meter	$178.75 per month
	6" Meter	$371.25 per month
	Outside City Limits	
	Residential	Equivalent City Base Rate plus 10%
	Non-Residential	Equivalent City Base Rate plus 10%
	Water Usage Rate	**$7.78 per 1,000 gallons**
	Storm Water	
	Residential	$3.00 per month
	Commercial	$5.00 per month
SEWER RATES	**Inside City Limits**	
	Residential Non-Metered Customer (Well)	$30.25 per month
	Residential Base Rate	$25.00 per month
	Commercial/Industrial Base Rate	
	Minimum (including non-metered)	$29.05 per month
	1-1/2 inch water meter	$42.60 per month
	2 inch water meter	$55.90 per month
	3 inch water meter	$72.85 per month
	4 inch water meter	$157.55 per month
	6 inch water meter	$363.25 per month
	Outside City Limits	
	Residential	Equivalent Residential Base Rate plus 10% and costs of chemical pretreatment
	Non-Residential	Equivalent Residential Base Rate plus 10% and costs of chemical pretreatment
	Equivalent Dwelling Unit (EDU)=5,000 gallons per month	$27.50 per EDU
	Commercial Sewer Usage Rate	**$3.30 per 1,000 gallons**
	Overage Surcharge (contract customers)	$4.00 per 1,000 gallons
	Non-Compliance Surcharge (contract customers)	$4.00 per 1,000 gallons

STREET LIGHT & TRAFFIC SIGNAL	Non-Metered Customer	$3.25 per month
	5/8" Meter	$3.15 per month
	3/4" Meter	$3.15 per month
	1" Meter	$5.25 per month
	1 1/2" Meter	$12.00 per month
	2" Meter	$17.50 per month
	3" Meter	$28.25 per month
	4" Meter	$43.50 per month
	6" Meter	$54.00 per month
MISCELLANEOUS	Meter Check labor service call	$50.00 plus actual cost to replace inventory if applicable
	Utility Bill late fee	1.75% of amount due per month
	Utility Disconnect fee (non-delinquent)	$50.00
	Utility Re-connect fee (delinquent account)	$100.00

WATER/SEWER

DIVISION	DESCRIPTION		FEE
BULK WATER	Water Vendor (potable)		$19.00 per 1,000 gallons
WASTEWATER	Camera Inspection		$3.50 per ft (300 ft minimum)
	Domestic Septage Hauler		$60.00 per 1,000 gallons
	Wastewater Seeding		$100 per occurrence
	Wastewater Surcharge (non-resident)		
	Biochemical Oxygen Demand (BOD)		$0.04 per lb, surcharge above 200mg/L
	Total Suspended Solids (TSS)		$0.02 per lb, surcharge above 200mg/L
WATER METERS		**Flange/Strainer**	**Meter Cost**
	3/4" Meter	N/A	$280
	1" Meter	N/A	$385
	1 1/2" Meter	$223/$839	$935
	2" Meter	$284/$768	$1,100
	3" Meter	$560/$1,239	$3,520
	4" Meter	$894/$2,379	$4,620
	6" Meter	$1,866/$3,249	$8,135
WATER CONNECTION	**Price of meter included*		
	3/4" Meter and below		$2,500 each
	1" Meter		$3,000 each
	1 1/2" Meter		$3,500 each
	2" Meter		$5,500 each
	3" Meter		$6,700 each
	4" Meter		$8,850 each
	6" Meter		$15,000 each
SEWER CONNECTION	3/4" Meter		$1,800 each
	1" Meter		$1,800 each
	1 1/2" Meter		$3,000 each
	2" Meter		$4,000 each
	3" Meter		$5,000 each
	4" Meter		$7,000 each
	6" Meter and larger		$10,000 each

RESOLUTION NO.__ - 2026

A RESOLUTION AMENDING CITY OF DICKINSON FEE SCHEDULE

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF DICKINSON, NORTH DAKOTA (THE "CITY"), AS FOLLOWS:

WHEREAS, the Board of City Commissioners of the City of Dickinson issues various licenses, permits, franchises and charges for conducting certain activities or obtaining certain services within the city; and

WHEREAS, the fees for the licenses, permits and franchises are in such amounts as established by the Board of City Commissioners; and

WHEREAS, the Board of City Commissioners of the City of Dickinson has enacted Ordinance No. 1086 which permits the City Commission to adopt a fee schedule from time to time to establish the fees for the licenses, permits, franchises and charges; and

NOW, THEREFORE, BE IT RESOLVED that the Board of City Commissioners for the City of Dickinson, North Dakota, hereby adopts the 2027 City of Dickinson Fee Schedule, as amended, a copy of which shall be on file in the Office of the City Administrator.

Dated this 6th day of October, 2026.

_____
Scott Decker, President
Board of City Commissioners

ATTEST:

_____
Dustin Dassinger, City Administrator

DICKINSON POLICE DEPARTMENT
Chief Joseph R. Cianni

2475 State Avenue North
Dickinson, ND 58601
701.456.7759
www.dickinsonpd.com

October 1st, 2026
Ref: DSU CRO Contract Update

President Decker and Commissioners,

Attached you will find an updated memorandum of understanding between Dickinson State University and the Dickinson Police Department related to our College Resource Officer (CRO) program originally established in 2023.

The foundation of the contract remains virtually unchanged and still includes a $25K payment to the City for CRO services rendered not to exceed 18 hours in any given week. The original terms of the memorandum included a 120 hour Police Tuition Waiver Program benefit which allotted 12 free college credit hours per year to **all sworn members** of the Dickinson Police Department including their spouses and eligible children. This benefit has now expanded to include **all members** of the Dickinson Police Department including civilian staff, their spouses and eligible children.

The updates to this contract have been reviewed by Ms. Wenko's office and city staff recommends approval

Thank You!

Chief Cianni

JOINT POWERS AGREEMENTCITY OF DICKINSON & DICKINSON STATE UNIVERSITY
CAMPUS RESOURCE OFFICER EMPLOYMENT & FINANCIALS

This Agreement is entered into this first day July, 2026 between the CITY OF DICKINSON, a municipal corporation ("DICKINSON") and DICKINSON STATE UNIVERSITY ("DSU") regarding the establishment of a CAMPUS RESOURCE OFFICER at DSU and compensation of a Sworn Dickinson Police Department Officer filling the role of a CAMPUS RESOURCE OFFICER ("CRO") on a limited hour, part-time basis. This Agreement is made pursuant to N.D.C.C. § 54-40.3-01(2).

WHEREAS, DICKINSON and DSU recognize the need, value, and complexities of establishing a new CRO program in DSU with limited, part-time resources and funding.

WHEREAS, DSU recognizes that the DICKINSON workforce resources required to mitigate the complexities associated with the establishment of a CRO program in a university environment on a limited, part-time basis to be best suited for an experienced, ranking Dickinson Police Officer;

WHEREAS DSU further recognizes the monetary funding of $25,000 committed to the CRO program correlates to a portion of the actual 2026 budgeted yearly salary of a DICKINSON POLICE DEPARTMENT ("DPD") officer, and

WHEREAS DSU will offer a Police Tuition Waiver Program ("DPD Tuition Program") for up to 12 credit hours per year to all Dickinson Police Department employees including all sworn, civilian and support staff, their spouse, and eligible children, with a maximum limit of 120 credit hours allocated to the DPD each academic year, and

WHEREAS in the 2026-2027 school year, Dickinson and DSU enter into an agreement to employ one limited hour CRO under the terms and conditions set forth herein.

NOW, THEREFORE, IT IS HEREBY Stipulated and agreed as follows:

1. Term. This Agreement shall be in effective upon execution and shall expire on June 30, 2029 (" Term") subject to an annual review conducted within the final sixty (60) days prior to the expiration of each annual term. Should either party choose not to extend the Agreement after an annual review that party must provide notice to the other party within fifteen (15) days from the conclusion of the review. Joint responsibility for the review and/or renegotiation of the CRO program shall be the joint responsibility of DICKINSON and DSU.

2. Campus Resource Officer. DICKINSON shall provide one qualified, sworn police officer to serve as a limited hour CRO to DSU. This officer shall be an employee of DICKINSON and shall not be considered, for any purposes, an employee of DSU.

3. Scope of Services. Pursuant to this Agreement, DICKINSON shall provide services through the assigned CRO as agreed upon in an administrative and operation plan, which shall be referred to as Appendix A and incorporated by reference herein.

4. Compensation and Benefits of Officer. DICKINSON shall be responsible for payment of all wages, benefits and other compensation associated with the assigned CRO. DICKINSON shall also provide any training necessary or required for the assigned CRO.

5. DSU Payment to Dickinson. DSU agrees to pay $25,000 ("Cash Payment") to DICKINSON in two payments of $12,500, the first payment due on or before July 1, 2026, and the second payment due on or before January 1, 2027, and continuing the same timeline in succeeding years of the Agreement, for the services of one limited hour Police CRO to establish a CRO program at DSU for one academic/budget school year. In addition to the Cash Payment, DSU shall establish the DPD Tuition Program as outlined in Paragraph 7 below.

6. Limited Hours Commitment. DICKINSON shall commit to a prorated minimum of onsite CRO services throughout the 2026-2027 DSU academic/budget year. It is understood that DSU will convene for thirty-six (36) weeks during the 2026-2027 school year. The allotted DSU CRO time on campus commitment will be prorated based on existing contractual rates for services using on a twelve (12) month, 2080 hour a year salary model which includes costs associated with benefits. Time commitments and schedules shall be jointly agreed upon by DICKINSON and DSU prior to start of this Agreement and will not exceed eighteen (18) hours in any given school week.

7. Police Tuition Waiver Program. DSU shall commit 120 hours of college credit hours per academic year each year this Agreement is in effect toward the DPD Tuition Program on the following conditions.

a. All DICKINSON POLICE DEPARTMENT EMPLOYEES, their spouse and children shall be eligible for up to a maximum of twelve (12) credit hours per year.

b. Distribution of credit hours shall be at the sole discretion of the Chief of Police or his designee.

8. Liability.

a. The City of Dickinson and Dickinson State University each agree to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which in any manner may result from or arise out of this agreement or the services provided hereunder. Each party shall be responsible for its own acts and/or omissions and those of its officers or employees acting within the scope of their employment.

b. The execution of this Agreement by the parties hereto shall not give rise to any liability or responsibility for failure to respond to any requrest for assistance made pursuant to this Agreement. This Agreement shall not be construed as or

deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

9. Assignment. This Agreement may not be assigned by either party.

10. Continuation and Termination. The initial contract terminates at the conclusion of the 2028-2029 academic/budget year on June 30, 2029. The contract will continue for a three-year period with annual review. 30-day notice of contract termination is required in writing if either DICKINSON or DSU wishes to terminate the contract. Either party may terminate this Agreement effective upon delivery of written notice to the other party, or any later date stated in the notice if the other party has failed to perform its obligations under this Agreement. Either party may terminate this Agreement effective upon delivery of written notice to the other party, if (1) funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the performance of the obligations under this Agreement, (2) if federal or state laws or rules are modified or interpreted in a way that the performance of the obligations under this Agreement is no longer allowable.

11. Contact Information: Any correspondence or notices shall be sent to the Parties at the addresses listed below:

City of Dickinson
Dickinson Police Department
Attn: Chief Joe Cianni
Dickinson, ND 58601
Phone: (701) 456-7760

Dickinson State University
President
Attn: Scott Molander
Dickinson, ND 58601
Phone: (701) 502-4296

11. Amendment: This Agreement may not be amended orally, nor shall any 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 which is approved by the governing board of each Party.

12. Governing Law: This Agreement shall be governed in accordance with the laws of the State of North Dakota.

13. Severability: If any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected thereby.

14. Binding Effect: This Agreement shall be binding on, and shall inure to the benefit of, the Parties hereto and their respective administrators, representatives, successors, and assigns.

15. Further Assurances: The Parties agree to do all acts and things and to make, execute, acknowledge, and deliver such written documents, instructions and/or instruments in such form as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement. The Parties further agree to give reasonable cooperation and assistance to any other Party or Parties hereto to enable such other Party or Parties to secure the intended benefits of this Agreement.

16. Counterparts: This Agreement may be executed by the Parties in any number of counterparts, including by way of facsimile, and each of which shall be deemed to be an original and all of which, collectively, shall be deemed to be one and the same instrument.

17. 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.

18. **DICKINSON STATE UNIVERSITY**

By: Scott Molander

Printed Name: Scott Molander

President/Chief Operating Officer

Dickinson State University

Date: 9-9-26

STATE BOARD OF HIGHER EDUCATION

By: _____

Printed Name: ____Kevin Black_____

Chair

CITY OF DICKINSON

By: _____

Printed Name: Scott Decker

President

Board of City Commissioners

Date: _____

Approved as legally sufficient (N.D.C.C. § 54-40.3-01(2)):

By: _____

Printed Name: Claire Ness

N.D. Chief Deputy Attorney General

Date: _____

4TH AVENUE SE RESIDENTIAL DEVELOPMENT AGREEMENT

CITY OF Dickinson North Dakota

Community Development Memorandum

October 1, 2026

RE: 4th Avenue SE Residential Development Incentive

Community Development staff is proposing a development agreement with John Schneider (OWNER and CONTRACTOR) to waive the water and sewer connection fees and building permit fees for the nineteen (19) residences constructed along the newly built 4th Avenue SE.

This development agreement shall apply to Lots 1-10, Block 1 of the Southview Homes 2nd Addition Subdivision, and Lots 13 & 15-22, Block 6, of the Netzer's 1st Subdivision. All the subject lots are located in the Low Density Residential (R-1) zoning district and were identified as Minor Improvements Required in the Vacant Land Availability Map in the 2025 Comprehensive Master Plan Update. These residential development incentives are in line with the development incentives approved in Resolution 36-2026. This development agreement includes a sunset clause of three (3) years, and any residences constructed after this time period must pay the water and sewer connection fees and building permit fees at time of construction.

Community Development staff recommends approval of this development incentive.

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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: John Schneider
PO Box 1987
Dickinson, ND 58601

For the following described property:

A PARCEL OF LAND BEING LOTS 1-10 OF BLOCK 1 OF THE *SOUTHVIEW HOMES 2ND ADDITION SUBDIVISION* AND LOTS 13 AND 15-22 OF BLOCK 6 OF THE *NETZER'S 1ST SUBDIVISION* TO THE CITY OF DICKINSON, STARK COUNTY, ND.

SAID PARCEL CONTAINS 3.48 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES AND SURVEYS.

Also referred to herein as the "**Subject Property**";

DRAFT

RECITALS

WHEREAS, 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, OWNER and the CITY agree that the Subject Property will be improved and developed pursuant to the terms of this 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 shall control the development of the Property and the construction of Municipal Improvements necessary to construct the residences located along 4th Avenue SE as outlined in Attachment A. 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. Permits. OWNER shall be responsible for submitting any required permits for the proposed development. This includes, but it not limited to, fence permits, right-of-way concrete permits, and building permits. The City shall waive the fees associated with all building-related permits, and water and sewer connection fees associated with any residences constructed in the Subject Property within the timeframe outlined in Section 3 of this Agreement. This Agreement does not govern any tax incentives regarding the Subject Property. OWNER is responsible for submitting the Property Tax Exemption Application for any new residential construction associated with the Subject Property.

3. Construction Timeline. OWNER shall submit all building permit applications within three (3) years of the day of the approval of this agreement. Any building permits submitted for the Subject Property after the timeframe listed above must be paid in full based on the City's fee schedule rates at that time. Water and sewer connection fees for residences constructed within the timeframe above shall be waived in full.

4. 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. All obligations, promises and covenants of OWNER contained herein shall similarly be binding upon purchasers of lots within the Subject Property.

5. 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.

6. Non-waiver. Each right, power or remedy conferred upon the CITY or 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 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 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

DRAFT

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.

7. **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.

8. **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.

DRAFT

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

CITY OF DICKINSON

By: _____

Title: President of the Board of City Commissioners

Signature: _____

ATTEST:

By: _____

Title: City Administrator

Signature: _____

STATE OF NORTH DAKOTA)
) ss
COUNTY OF STARK)

On this _____ day of _____, 20_____, before me personally appeared _____ and _____ 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

DRAFT

OWNER – John Schneider

By: _____

Title: _____

Signature: _____

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20_____, before me personally appeared _____, 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.

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CONTRACTOR – _____

By: _____

Title: _____

Signature: _____

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20_____, before me personally appeared _____, the **CONTRACTOR** described herein, known to me, and who executed the within and foregoing document and acknowledged to me that such entity executed the same.

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Residential Builder Development Incentives

Presented by: City Planner, Natalie Birchak

Consideration to Approve

CITY OF Dickinson North Dakota

Community Development Memorandum

October 1, 2026

RE: Residential Builder Development Incentive

Community Development staff is proposing a resolution which allows for a two-year tax exemption of up to $150,000 of the True and Full value of any new single-family, condominium, or townhouse construction completed, unoccupied, and builder-owned after the time of resolution adoption. A builder may only apply for this exemption on up to ten (10) properties for a given tax year. This resolution is in compliance with North Dakota Century Code 57-02-08(42).

This is a companion resolution to Resolution 36-2026, which authorized the City to allow for a two-year property tax exemption for up to $150,000 of the True and Full value on residential properties that are resident-owned and occupied for the first time for up to two years.

Community Development staff recommends approval of this development incentive.

DRAFT

RESOLUTION NO: _____ - 2026

A RESOLUTION APPROVING INCENTIVES FOR RESIDENTIAL INFILL DEVELOPMENT FOR BUILDERS IN THE CITY OF DICKINSON

WHEREAS, Section 57-02-08(42) of the North Dakota Century Code provides for the exemption of up to one hundred fifty thousand dollars of the True and Full value of all new single-family and condominium and townhouse residential property, exclusive of the land on which it is situated, from taxation for the two taxable years after the taxable year in which construction is completed and the property remains owned by the builder and remains unoccupied; and

WHEREAS, the exemption is to be implemented by resolution of the Board of City Commissioners; and

WHEREAS, the Board of City Commissioners of the City of Dickinson, North Dakota, deems it to be in the best interests of the City to implement the authority granted in order to provide incentive for the payment of special assessments and for the construction of new dwelling units creating commerce in the local community.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that up to one hundred fifty thousand dollars of the True and Full value of all new single-family and condominium and townhouse residential property, exclusive of the land on which it is situated, including modular housing as defined in the current International Building Code; and excluding property located in a Tax Increment Funding District, or, during the same time, receiving exemption from any other item under NDCC 57-02-08, shall be exempt from taxation for the taxable year in which construction began and the next two taxable years, if the property remains owned by the builder, remains unoccupied, and all of the following conditions are met:

1) The governing body of the city, for property within city limits, or the governing body of the county, for property outside city limits, has approved the exemption of property under this subsection by resolution. A resolution adopted under this subsection may be rescinded or amended at any time. The governing body of the city or county may limit or impose conditions upon exemptions under this subsection, including limitations on the time during which an exemption is allowed.
2) Special assessments and taxes on the property upon which the residence is situated are not delinquent.

BE IT FURTHER RESOLVED, that a builder is eligible for exemption of no more than ten properties under this subsection in a taxable year within each jurisdiction that has approved the exemption under this subsection. For purposes of this subsection, "builder" includes an individual who builds that individual's own residence.

BE IT FURTHER RESOLVED, that this resolution shall be effective for taxable years beginning after December 31, 2026 and is ineffective after December 31, 2027. Application forms shall be available at the office of the City Assessor.

Dated this _____ day of August 2026.

_____
Scott Decker, President
Board of City Commission

ATTEST:

_____
Dustin Dassinger, City Administrator

H2S Detection System

Proposal

Presented by: Josh Skluzacek, Engineering and Community Development Director

CITY OF Dickinson North Dakota

H2S Detection System – Vicinity Map

CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota

Engineering Memorandum

September 30, 2026

RE: October 6th Commission Meeting

<u>202518 – WRF Preliminary Treatment Improvements – H2S Detection System Replacement Proposal from Enetk LLC.</u>

For your consideration is a proposal, from Enetk LLC., for the project number 202518 – Water Reclamation Facility (WRF) Preliminary Treatment Improvement project. The price for the proposal is **$36,230.00.**

Key attributes to the project include:

- Replace the existing building's 4 gas monitoring system with a new one, install strobe beacons inside the Preliminary Treatment Building for visual indication of the presence of hazardous gases, and connect the new 4 gas monitoring system to the City's network to allow for remote monitoring and notification of the presence of hazardous gases.

The construction is planned to be completed during the 2026 construction season. The project was budget in the 2026 capital improvement project plan with Cash on Hand.

The city engineering and public works staff recommend approval.

ENETK | LLC
PLC AUTOMATION & INTEGRATION

9/30/26

CITY OF DICKINSON
DANIEL MINOR
DANIEL.MINOR@DICKINSONGOV.COM

RE: H2S Detectors
Dickinson ND

Dear Daniel,

Thank you for the opportunity to be involved in the above-referenced project. We are pleased to submit the following proposal. Our proposal is based upon the following documentation:

1) Communication between ENETK and City of Dickinson.
2) Attached "Qualifications, Inclusions, and Exclusions".

Please do not hesitate to contact me with any questions or concerns.

Sincerely,
ENETK, LLC

Chasyn Ystaas

Chasyn Ystaas, Estimator

CY/km

Cc: Kyle Merrill, Systems Integrator

11085 32E St SW, Dickinson, ND 58601
Telephone: 701-483-8330 · Fax: 701-425-0284

Pricing Breakdown

City of Dickinson Preliminary Treatment Costs

Total $36,230.00

Qualifications, Inclusions & Exclusions

Qualifications

1. All proposals must be reviewed upon approval to ensure all costs are valid.
2. Based upon normal conditions and working 8 hours per day, 5 days per week (Monday through Friday).
3. Lead time and availability of all parts must be reviewed before ordering any materials on the project.
4. If availability affects materials, equivalents need to be chosen by the customer.
5. Expedited shipping and freight have not been accounted for in this proposal.
6. Pricing is based on today's commodity rates within 30 days
7. Schedule for completion is based on the following cooperation:
    - All equipment is at the destination.
    - Weather conditions (Cold, Wind, Snow, etc.).
    - Ground conditions (Frozen, Compacted, Rocks, etc.).
    - Government and/or State officials.
    - Material Procurement.
    - Holidays.
    - Third Party

Scope of Work

ENETK/YES LLC shall provide labor, materials, programming, and commissioning services required to replace an existing H_2S monitor and integrate the new system into the facility's existing PLC and SCADA network. The project also includes the installation of two new audio/visual alarm beacons associated with the H_2S monitoring system.

Demolition and Removal

- De-energize and safely disconnect the existing monitors.
- Unterminated all existing wiring associated with the device.
- Remove the existing H_2S monitor from its mounting location.
- Dispose of removed equipment in accordance with site requirements unless otherwise directed by the customer.

Installation

- Furnish and install one (1) new H_2S monitor, (1) new CO Monitor, (1) new LEL monitor, and (1) new O2 monitor.
- Furnish and install two (2) audio/visual alarm beacons.

- Install required 3/4" RMC PVC Coated conduit, fittings, supports, and miscellaneous electrical hardware.
- Install and terminate required tray cable between field devices and control equipment.
- Provide all miscellaneous electrical materials required for a complete installation.

Wiring and Integration

- Determinate and reterminate wiring for the new monitors to the existing PLC system.
- Connect and terminate wiring for both audio/visual alarm beacons.
- Verify all field wiring and device terminations.

Programming and SCADA Integration

- Modify PLC programming as required to accommodate the new monitors.
- Configure alarm logic for the audio/visual alarm beacons.
- Integrate the monitoring system into the existing SCADA platform for monitoring and alarm indication.
- Verify communications and proper operation within the existing control system.

Startup, Calibration, and Testing

- Calibrate the new monitors as needed in accordance with manufacturer recommendations.
- Perform functional testing of the monitors and alarm devices.
- Verify proper operation of alarm setpoints, beacon activation, PLC functionality, and SCADA indications.
- Commission the system and provide a complete operational installation.

Included Materials

- New H_2S, CO, LEL, and O2 monitor installation hardware.
- Two (2) audio/visual alarm beacons.
- 3/4" RMC PVC Coated conduit and fittings.
- 3/4" PVC Coated Meyers hub.
- 4/C #12 tray cable.
- Miscellaneous electrical materials and installation accessories.
- Programming, calibration, and SCADA integration services.

General Inclusions

- Coordination with Owner Rep.
- Material procurement.
- Adherence to ENETK, LLC, and City of Dickinson for health and safety protocols.
- Compliance with all applicable codes and regulations, including but not limited to NEC and NDSEB.

- All NDSEB, state and locally required permits, and fees are included within this proposal.

General Exclusions

1. Delivery cost to customer specified location.
2. Spare parts or materials.

ENETK, LLC, Terms and Conditions

These Terms and Conditions govern all transactions between ENETK, LLC, hereinafter "ENETK", and the customer. Exceptions to these terms are only granted in the event that a contractual agreement is signed by both parties which clearly stipulates that such agreement supersedes the terms set forth, or in the case that the original invoice states terms which differ from those terms listed below.

1. **Progress Payment.** Ystaas Electrical Service, LLC, hereinafter ENETK, shall submit a copy of its bi-monthly Application for Payment and Schedule of Values on or before the first Tuesday of each month and third Tuesday of each month for work performed and materials specific to the job ordered during the previous month. City of Dickinson shall, within thirty (30) calendar days after approval of an Application for Payment, pay ENETK the amounts so approved. Progress Payments will apply: 10% Net 30 with project acceptance, 20% Net 30 upon material procurement, 30% Net 30 upon 50% completion, 40% Net 30 to project completion.

   Provided ENETK has received payment for all sums due it under its previously submitted Application(s) for Payment, ENETK agrees to accompany its current Application for Payment with its own lien waiver to the extent of payment for the period of time covered by the previous Application for Payment.

2. **Final Payment.** Final payment will be made within 30 days after the work called for hereunder has been completed by ENETK to the satisfaction of City of Dickinson, ENETK has submitted its final Application for Payment and all required closeout documents together with any required certificates of insurance for any insurance coverages required to be maintained after the date of final payment.

3. **Performance.** Reasonable time shall be given to ENETK to complete each phase of the electrical job. However, ENETK agrees that where a written construction schedule is provided with the acceptance of this Proposal, ENETK shall pay all overtime costs necessary to complete construction in a timely manner to comply with the written construction schedule. ENETK does have a limited amount of overtime calculated into the project. If this not adequate to complete the project because of items listed in this sub-part, additional labor units will need to be negotiated.

   ENETK will not perform any electrical work in accordance with this Proposal during the period an invoice has not been paid.

   ENETK shall not be liable for failure to perform if prevented by strikes or other labor disputes, accidents, acts of God, governmental or municipal regulation or interference, shortages of labor or materials, delays in transportation, non-availability of the same from manufacturer or supplier, or other causes beyond ENETK' control. In no event shall ENETK be liable for special or consequential damages whatsoever or however caused.

ENETK must receive written authorization by the individual listed below prior to commencement of work. Any change orders must also be authorized, in writing, by the below listed individual prior to ENETK commencing said work.

Name: Daniel Minor Title: Project Engineer

ENETK carries Workmen's Compensation and Professional Liability Insurance covering its work on this job. City of Dickinson agrees to notify its insurance company of the commencement of work. Risk of loss due to fire, windstorm, vandalism, or other casualty shall be upon City of Dickinson.

4. **Materials, Equipment and Warranty.** All material and equipment shall be as warranted by the manufacturer and will be installed in a manner consistent with standard practices at this time. It is agreed that title to all material required (for the purpose of this Proposal) to remain the property of ENETK until paid in full.

   ENETK shall not be responsible for owner-supplied fixtures or equipment due to losses related to theft, vandalism, warranty, or any associated storage expenses. Storage of these items is on location at no extra expense to owner. ENETK will store the instrumentation up until time of install, under lock and key along with our supplied devices. This Proposal does not include warranty of fixtures and/or equipment supplied and purchased by others.

   Warranty on workmanship shall commence from the final electrical inspection date for a maximum period of one (1) year. Warranty or service will not be performed if any payments according to this proposal become past due, including change orders.

5. **Change Orders.** Any deviation, alteration or changes from this Proposal will be executed only on receipt of a written work order. Said charges shall in no way affect or make void this Proposal. Charges for changes or modification to this Proposal will be based per our current 2026 rate schedule. Material shall be charged at ENETK' list price.

6. **National and Local Codes.** Electrical installation shall meet the National Electrical Code and local building codes. Errors in design by the architect and/or engineer are not the responsibility of ENETK. Any additional outlets, wiring, fixtures, equipment, etc. not indicated on plans and specifications that are required by other (i.e., Inspectors) shall not be part of this Proposal and will require a change order to execute.

7. **Company Defaults. City of Dickinson** will be in default if:
   a. Any payment called for under this Proposal and all authorized change orders becomes past due;
   b. Any written agreement made by City of Dickinson is not promptly performed;
   c. Any conditions warranted by City of Dickinson prove to be untrue; or
   d. Failure of City of Dickinson to comply with any of the conditions of this Proposal.

ENETK' remedies in the event of a company default include, but are not limited to, any or all of the following:

a. Suspend the work.
b. Retain all monies paid hereunder, regardless of the stage of completion of the work and bring any appropriate action in court to enforce its rights.

8. **Applicable Law and Venue.** This Proposal is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Proposal must be adjudicated exclusively in the Southwest District Court, County of Stark, State of North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.

9. **Entire Agreement.** This Proposal represents the entire agreement between the parties, and it supersedes and cancels prior negotiations, representations, or agreements, either written or oral. This Proposal may be amended only by a written document signed by both parties.

   Work will be completed in a effective manner according to standard working practices. Any and all alterations for the above referenced project will be authorized through written authentication and be documented in a company change order; resulting in an increase in the above estimate.

   Payment for the above referenced project is due within thirty (30) days of the date on invoice. If payment is not received within fifteen (15) days of written notice then a 1.5% late fee will be applied. Standard manufacturers' warranties will always apply. Work will be completed in an effective manner according to standard working practices. Any and all alterations for the above referenced project will be authorized through written authentication and be documented in a company change order; resulting in an increase in the above estimate.

ACCEPTANCE OF PROPOSAL

ENETK requests written authorization prior to performing the work described herein. Written or verbal authorization of this work is an admission that the information stated above, including all terms and conditions, has been examined and is acceptable to owner's conditions, specifications, and prices, and is incorporated into any and all contract agreements.

Signature _____

Name (Printed)_____

Title _____

Date Accepted _____

PO or AFE# _____

HVAC CONTROLS UPGRADE

Presented by: Josh Skluzacek, Engineering and Community Development Director

CITY OF Dickinson North Dakota

HVAC Controls Upgrade – Vicinity Map

CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota

Engineering Memorandum

September 25, 2026

RE: October 6th Commission Meeting

<u>202519 – WRF HVAC Controls – HVAC Controls Upgrade Proposal from Enetk LLC.</u>

For your consideration is a proposal, from Enetk LLC., for the project number 202519 – Water Reclamation Facility (WRF) HVAC Controls project. The price for the proposal is **$122,556.49** and City Attorney has reviewed it**.**

Key attributes to the project include:

- Replace the 4 existing Schneider Electric HVAC controls panels, which are in the Admin Building, Preliminary Treatment Building, Process Control Building, and Biosolids Treatment Facility, with new, readily available, Rockwell Automation control panels.
- The existing controllers are obsolete and new ones cannot be procured and it is unknown how available used ones will be in the future.

The construction is planned to be completed during the 2026 construction season. The project was budgeted in the 2026 capital improvement project plan with Cash on Hand.

The city engineering and public works staff recommends approval.

ENETK | LLC
PLC AUTOMATION & INTEGRATION

9/30/26

CITY OF DICKINSON
DANIEL MINOR
DANIEL.MINOR@DICKINSONGOV.COM

RE: HVAC PLC Replacement
Dickinson ND

Dear Daniel,

Thank you for the opportunity to be involved in the above-referenced project. We are pleased to submit the following proposal. Our proposal is based upon the following documentation:

1) Emails, phone calls, and job walk between City of Dickinson and ENETK
2) Attached "Qualifications, Inclusions, and Exclusions".

Please do not hesitate to contact me with any questions or concerns.

Sincerely,
Enetk, LLC

Chasyn Ystaas

CY/ km

Cc: Kyle Merrill, Senior System Integrator

11085 32E St SW, Dickinson, ND 58601
Telephone: 701-483-8330 · Fax: 701-425-0284

Pricing Breakdown

HVAC PLC Replacement
Automation Costs

Total Automation Cost..... $122,556.49

Qualifications, Inclusions & Exclusions

Scope of Work

This scope of work covers the **procurement, assembly, wiring, testing, and commissioning** of four control panels supporting the Admin, Headworks, Biosolids, and Control Building process areas. Each panel includes Rockwell Automation CompactLogix or POINT I/O modules, Stratix unmanaged switches, 1606-XLE120E power supplies, and TE-211Z-F-1-E-3 temperature transmitters.

Project Qualifications

1. The entirety of the project is based on using existing cables, conduit and components already established and not in the scope of this work.
2. The VAV's have not been include in this proposal but can be provided at an additional expense.
3. A budget of $200 per temp transmitter (TE-211Z-F-1-E-3) has been budgeted for this project. Compatibility is assumed based on the manufacturer's specifications.
4. Temp transmitters have been accounted for based on Allen Bradley PLC. Existing transmitters do not communicate with Allen Bradley in which a TE-211Z-F-1-E-3 has been accounted for to accommodate Allen-Bradley PLC.

General Qualifications

1. All proposals must be reviewed upon approval to ensure all costs are valid.
2. Based upon normal conditions and working 8 hours per day, 5 days per week (Monday through Friday).
3. Lead time and availability of all parts must be reviewed before ordering any materials on project.
4. If availability affects materials, ENETK will propose equivalents for City approval.
5. Expedited shipping and freight have not been accounted for in this proposal.
6. Pricing is based on today's commodity rates within 30 days.
7. Schedule for completion is based on the following cooperation:
    - All equipment is in final destination.
    - Weather conditions (Cold, Wind, Snow, etc.).
    - Ground conditions (Frozen, Compacted, Rocks, etc.).
    - Government and/or State officials.
    - Material Procurement.

- Holidays.
- Third Party Operations

General Inclusions

1. Coordination with Owner Rep.
2. Material procurement.
3. Adherence to ENETK, LLC and City of Dickinson health and safety protocols.
4. Compliance with all applicable codes and regulations, including but not limited to NEC and NDSEB.
5. All NDSEB, state and locally required permits and fees are included within this proposal.

General Exclusions

1. Delivery to customer specified location.
2. Spare parts or materials.

ENETK, LLC, Terms and Conditions

These Terms and Conditions govern all transactions between ENETK, LLC, hereinafter "ENETK", and the customer. Exceptions to these terms are only granted in the event that a contractual agreement is signed by both parties which clearly stipulates that such agreement supersedes the terms set forth, or in the case that the original invoice states terms which differ from those terms listed below.

1. **Progress Payment.** Ystaas Electrical Service, LLC, hereinafter ENETK, shall submit a copy of its bi-monthly Application for Payment and Schedule of Values on or before the first Tuesday of each month and third Tuesday of each month for work performed and materials specific to the job ordered during the previous month. City of Dickinson shall, within thirty (30) calendar days after approval of an Application for Payment, pay ENETK the amounts so approved. Progress Payments will apply: 10% Net 30 with project acceptance, 20% Net 30 upon material procurement, 30% Net 30 upon 50% completion, 40% Net 30 to project completion.

   Provided ENETK has received payment for all sums due it under its previously submitted Application(s) for Payment, ENETK agrees to accompany its current Application for Payment with its own lien waiver to the extent of payment for the period of time covered by the previous Application for Payment.

2. **Final Payment.** Final payment will be made within 30 days after the work called for hereunder has been completed by ENETK to the satisfaction of City of Dickinson, ENETK has submitted its final Application for Payment and all required closeout documents together with any required certificates of insurance for any insurance coverages required to be maintained after the date of final payment.

3. **Performance.** Reasonable time shall be given to ENETK to complete each phase of the electrical job. However, ENETK agrees that where a written construction schedule is provided with the acceptance of this Proposal, ENETK shall pay all overtime costs necessary to complete construction in a timely manner to comply with the written construction schedule. ENETK does have a limited amount of overtime calculated into the project. If this not adequate to complete the project because of items listed in this sub-part, additional labor units will need to be negotiated.

   ENETK will not perform any electrical work in accordance with this Proposal during the period an invoice has not been paid.

   ENETK shall not be liable for failure to perform if prevented by strikes or other labor disputes, accidents, acts of God, governmental or municipal regulation or interference, shortages of labor or materials, delays in transportation, non-availability of the same from manufacturer or supplier, or other causes beyond ENETK' control. In no event shall ENETK be liable for special or consequential damages whatsoever or however caused.

ENETK must receive written authorization by the individual listed below prior to commencement of work. Any change orders must also be authorized, in writing, by the below listed individual prior to ENETK commencing said work.

Name: Daniel Minor Title: Project Engineer

ENETK carries Workmen's Compensation and Professional Liability Insurance covering its work on this job. City of Dickinson agrees to notify its insurance company of the commencement of work. Risk of loss due to fire, windstorm, vandalism, or other casualty shall be upon City of Dickinson.

4. **Materials, Equipment and Warranty.** All material and equipment shall be as warranted by the manufacturer and will be installed in a manner consistent with standard practices at this time. It is agreed that title to all material required (for the purpose of this Proposal) to remain the property of ENETK until paid in full.

   ENETK shall not be responsible for owner-supplied fixtures or equipment due to losses related to theft, vandalism, warranty, or any associated storage expenses. Storage of these items is on location at no extra expense to owner. ENETK will store the instrumentation up until time of install, under lock and key along with our supplied devices. This Proposal does not include warranty of fixtures and/or equipment supplied and purchased by others.

   Warranty on workmanship shall commence from the final electrical inspection date for a maximum period of one (1) year. Warranty or service will not be performed if any payments according to this proposal become past due, including change orders.

5. **Change Orders.** Any deviation, alteration or changes from this Proposal will be executed only on receipt of a written work order. Said charges shall in no way affect or make void this Proposal. Charges for changes or modification to this Proposal will be based per our current 2026 rate schedule. Material shall be charged at ENETK' list price.

6. **National and Local Codes.** Electrical installation shall meet the National Electrical Code and local building codes. Errors in design by the architect and/or engineer are not the responsibility of ENETK. Any additional outlets, wiring, fixtures, equipment, etc. not indicated on plans and specifications that are required by other (i.e., Inspectors) shall not be part of this Proposal and will require a change order to execute.

7. **Company Defaults. City of Dickinson** will be in default if:
   a. Any payment called for under this Proposal and all authorized change orders becomes past due;
   b. Any written agreement made by City of Dickinson is not promptly performed;
   c. Any conditions warranted by City of Dickinson prove to be untrue; or
   d. Failure of City of Dickinson to comply with any of the conditions of this Proposal.

ENETK' remedies in the event of a company default include, but are not limited to, any or all of the following:

a. Suspend the work.
b. Retain all monies paid hereunder, regardless of the stage of completion of the work and bring any appropriate action in court to enforce its rights.

8. **Applicable Law and Venue.** This Proposal is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Proposal must be adjudicated exclusively in the Southwest District Court, County of Stark, State of North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.

9. **Entire Agreement.** This Proposal represents the entire agreement between the parties, and it supersedes and cancels prior negotiations, representations, or agreements, either written or oral. This Proposal may be amended only by a written document signed by both parties.

   Work will be completed in a effective manner according to standard working practices. Any and all alterations for the above referenced project will be authorized through written authentication and be documented in a company change order; resulting in an increase in the above estimate.

   Payment for the above referenced project is due within thirty (30) days of the date on invoice. If payment is not received within fifteen (15) days of written notice then a 1.5% late fee will be applied. Standard manufacturers' warranties will always apply. Work will be completed in an effective manner according to standard working practices. Any and all alterations for the above referenced project will be authorized through written authentication and be documented in a company change order; resulting in an increase in the above estimate.

ACCEPTANCE OF PROPOSAL

ENETK requests written authorization prior to performing the work described herein. Written or verbal authorization of this work is an admission that the information stated above, including all terms and conditions, has been examined and is acceptable to owner's conditions, specifications, and prices, and is incorporated into any and all contract agreements.

Signature _____

Name (Printed)_____

Title _____

Date Accepted _____

PO or AFE# _____

NOTICE OF AWARD

Date of Issuance:

Owner:	City of Dickinson, North Dakota	Owner's Contract No.:	202517
Engineer:	Apex Engineering Group	Engineer's Project No.:	25.107.0214
Project:	IFAS Improvements Project # 202517	Contract Name:	WRF IFAS Improvements
Bidder:	CC Steele, LLC		
Bidder's Address:	1841 43rd Street North, Unit B, Fargo, ND 58102		

TO BIDDER:

You are notified that Owner has accepted your Bid dated September 17, 2026 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Water Reclamation Facility IFAS Improvements – General Construction

The Contract Price of the awarded Contract is: **$292,000.00 (Lump Sum)**

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award.

Two (2) sets of the Drawings and one copy in electronic portable document (pdf) will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner Three (3) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Dickinson, North Dakota

Authorized Signature

By: _____.

Title: _____.

Date: _____.

Copy: Engineer

CITY OF Dickinson North Dakota

Engineering Memorandum

September 24, 2026

RE: October 6th Commission Meeting

<u>202517 – WRF IFAS IMPROVEMENT – BID AWARD TO CC Steel.</u>

For your consideration is a bid award for the project number 202517 – Water Reclamation Facility (WRF) Integrated Fixed-Film Activated Sludge (IFAS) Improvement project. The bid opening took place at City Hall on Thursday September 17, 2026 where two mechanical bids were received. The engineer's opinion of probable cost was $280,000 - $315,000, and the lowest total bid was ***$292,000.00***.

Key attributes to the project include:

- Install underground piping from the existing reuse water mains to the IFAS, above ground piping, spray bar installation, and new safety harness tie off points.

One electrical bid was received which did not meet the bidding requirements. Because the bid did not meet the bid requirements, the bid was not opened and it was returned to the bidder.

The construction is planned to be completed during the 2026 construction season. The project was budget in the 2026 capital improvement project plan with Cash on Hand.

The city engineering and public works staff recommend approval.

IFAS Spray Bar System

Bid Award

Presented by: Josh Skluzacek, Engineering and Community Development Director

CITY OF Dickinson North Dakota

202517 WRF IFAS IMPROVEMENTS PROJECT

Spray Bar Locations to be Installed

CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota

Engineering Memorandum

September 30, 2026

RE: October 6th Commission Meeting

<u>202517 – WRF Project Support – Construction Engineering Task Order Amendment to Apex Engineering Group, Inc..</u>

For your consideration is a Task Order Amendment for the following projects:

- 202516 – Water Reclamation Facility (WRF) Biosolids Holding Tanks Upgrades
- 202517 – WRF Integrated Fixed-Film Activated Sludge (IFAS) Improvement project.
- 202518 – WRF Preliminary Treatment Improvements
- 202519 – WRF HVAC Controls

Key attributes to this Task Order Amendment:

- Removed the need for structural modifications to the Pretreatment Building and applied a credit to the original amount.
- Provide engineering assistance with system evaluations.
- Assist in the development and review of Operation and Maintenance Documentation
- Prepare plans, specifications, and bidding documents for the 202517 – WRF IFAS Improvements Project
- Provide Construction Engineering services for the construction portion of 202517 – WRF IFAS Improvements Project
- Develop Standard Operating Procedures (SOP) for facility shutdowns and Maintenance
- Assist with equipment operation and maintenance documentation, preventive maintenance procedures and documentation and facilitate data entry into the City's preventive maintenance software
- Revise proposed Biosolids Holding Tanks mixing equipment system to replace existing system with in kind.

The construction is planned to be completed during the 2027 construction season. The project was budget in the 2026 and 2027 capital improvement project plan with Cash on Hand.

The city engineering and public works staff recommends approval.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated January 1, 2018.

Amendment No. 1 To Task Order No. 2025-3: WRF Miscellaneous Project Design, Bidding and Construction Services

1. Background Data:

a. Effective Date of Task Order: September 2, 2025

b. Owner: City of Dickinson, ND

c. Engineer: Apex Engineering Group, Inc.

d. Specific Project: WRF Miscellaneous Project Design, Bidding and Construction Services

2. Description of Modifications

a. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows:

i. the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:

- Construction Phase Services (Exhibit A, Paragraph A1.05)
    - including Resident Project Representative (RPR) services (A1.05.A.2) - Exhibit D of the Agreement is expressly incorporated in this Task Order Amendment by reference.
- Post-Construction Phase Services (Exhibit A, Paragraph A1.06)

b. Attachments: **Attachment 1 – Scope of Services** pertaining to specific tasks for the project.

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c. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: $110,500 (Hourly Rates)

Description of Service		Original Task Order Amount	Contract Amendment	Basis of Compensation
1. Basic Services				
a. Preliminary and Final Design Phase (A1.02, A1.03)				
1. IFAS Scum Suppression System		$22,000		Hourly
2. Preliminary Treatment Equipment and Maintenance Improvements		$189,000	-$55,000	Hourly
3. Biosolids Holding Tank Equipment Replacement and Maintenance Improvements		$210,250	-$35,000	Hourly
4. Reuse Pump Station and Piping		-	-	Hourly
5. Develop SOPs (Pretreatment, IFAS, Process Control, UV Disinfection, Digestion, Biosolids Holding Tanks)		-	$58,000	Hourly
6. Document Equipment Specific Preventative Maintenance		-	$67,000	Hourly
b. Bidding or Negotiating Phase (A1.04)				
1. IFAS Scum Suppression System		$3,000	$16,000	Hourly
2. Preliminary Treatment Equipment and Maintenance Improvements		$11,000	-$11,000	Hourly
3. Biosolids Holding Tank Equipment Replacement and Maintenance Improvements		$15,000	-	Hourly
4. Reuse Pump Station and Piping		0	-	Hourly
c. Construction Phase (A1.05)				
1. Final Clarifier Construction Services		TBD		Hourly
2. IFAS Improvements		-	$43,500	Hourly
3. Preliminary Treatment Electrical Construction Services			$27,000	Hourly
2. Additional Services (Part 2 of Exhibit A)		N/A		Hourly
Total		**$450,250**	**$110,500**	

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d. The schedule for rendering services under this Task Order is modified as follows (Contractor dependent):

- IFAS Construction Phase Services: October 1, 2026 to December 31, 2026 (includes estimated 8 weeks of part time construction)
- IFAS Post Construction Phase Services: January 1, 2027 to May 31, 2027
- Biosolids Planning and Design Services: now through March 2027
- Standard Operating Procedures, O&M Documentation and Preventative Maintenance software assistance: now through May 2027

3. Task Order Summary (Reference only)

a.	Original Task Order amount:	$ 450,250
b.	Net change for prior amendments:	$ NA
c.	This amendment amount:	$ 110,500
d.	Adjusted Task Order amount:	$ 560,750

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is October 6, 2026.

OWNER:		ENGINEER:	
By:		By:	Karla J Olson
			Karla J. Olson
Title:		Title:	Vice President
Date Signed:		Date Signed:	9/25/2026

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Apex Engineering Group
Water | Transportation| Municipal | Facilities

Attachment 1 to Task Order No. 2025-3 Amendment 1

Water Reclamation Facility (WRF) Miscellaneous Project Design, Bidding and Construction Services

City of Dickinson
September 25, 2026

Engineer's Services

Task Order No. 2025-3 Amendment 1 is supplemented to include the following attachment.

Engineer shall provide Services as set forth below.

This Scope of Services pertains to the following work items:

The City of Dickinson Water Reclamation Facility (WRF) has been in operation for approximately 12 years of the 20-year design life. Although the facility has been performing well and consistently meeting effluent permit limits, repair or replacement of various components are required to proactively plan for operational and equipment needs today and moving into the future. There are critical repair, maintenance and replacement needs required immediately to bring the Water Reclamation Facility to original operating conditions and to restore necessary redundancy. This series of projects will allow the City to continue reliable wastewater treatment.

The immediate needs to bring the Water Reclamation Facility to original operating conditions and to restore necessary redundancy were included in the original Task Order and are listed below:

- Improvements to the **Preliminary Treatment** area including improved screen lifting and hoists, improved garage door access, replace grit solenoid valves, replace classifier with grit washer and associated electrical work.
- **IFAS improvements** including scum suppression spray bar.

- **Biosolids Improvements** including yard piping for digester decant, drain piping by biosolid holding tanks, storage tank mixing equipment replacement, building for mixing equipment, telescoping valve replacement, new tank drains, new valves and electrical, instrumentation and controls.
- **Final Clarifier improvements** including improved launder access, electrical work and construction administration assistance.

The proposed WRF improvements are shown in the following figure.

Figure 1 Proposed Water Reclamation Facility Improvements

During the study phase of the Task Order, facility needs were evaluated, prioritized and cost savings measures were considered. The proposed Task Order Amendment reflects the priority realignment and cost savings measures determined during the study phase.

The following general modifications and/or additions to the original Scope of Services are included in this Task Order Amendment.

- Improvements to the **Preliminary Treatment Area**
  - Screen Lifting Equipment and Hoists: Eliminate the proposed screen lifting and hoist improvements, including the associated structural evaluation. City staff have developed maintenance procedures that eliminate the need for these capital improvements. Credit for eliminating from original scope.
  - Credit for removing the Bidding Phase services from the original scope.
  - Standard Operating Procedures: Develop Standard Operating Procedures (SOPs) for equipment shutdown, isolation and maintenance activities within the Preliminary Treatment Facility.
  - Electrical Engineering Assistance: Provide electrical engineering assistance for the City's identified electrical improvements, including site visits, evaluation of the existing generator and coordination with the City's electrical contractor during construction.
  - Hydrogen Sulfide (H_2S) Alarm System and HVAC: Assist the City with reviewing the original contract documents associated with the H_2S alarm system and HVAC equipment. Evaluate the existing installations and assist in developing a plan for necessary improvements.
  - Operation and Maintenance Documentation: Assist the City with reviewing and organizing equipment operation and maintenance documentation, developing preventive maintenance procedures, and facilitate entering equipment information and maintenance activities into the City's preventive maintenance software.

- **IFAS Improvements** including scum suppression spray bar.
  - Prepare plans, specifications and bidding documents suitable for formal public bidding in lieu of contractor quotes.
  - Develop Standard Operating Procedures (SOPs) for facility shutdown and maintenance activities.
  - Provide construction administration services, including shop drawing review, construction meetings and Resident Project Representative services.
  - Assist with equipment operation and maintenance documentation, preventive maintenance procedures and documentation and facilitate data entry into the City's preventive maintenance software.
  - Drone Inspection Services: Provide drone inspection services to evaluate equipment and components within the IFAS tanks when the tanks are drained. Document existing conditions and identify observed maintenance or repair needs.

- **Biosolids Improvements** The original scope included yard piping for digester decant, drain piping near the biosolids holding tanks, replacement of the storage tank mixing equipment, a

new building for mixing equipment, telescoping valve replacement, new tank drains and valves, and associated electrical, instrumentation and controls improvements.

During the study phase, the City and Engineer evaluated alternatives for the biosolids holding tank mixing system and identified opportunities to reduce construction costs while addressing operational and maintenance needs.

The following modifications and additional services are included in this amendment:

- Biosolids Holding Tank Mixing Equipment: Revise the proposed mixing system to replace the existing mixers in kind rather than installing the originally proposed large-bubble mixing system and associated equipment building. This modification eliminates the need for the new building and reduces anticipated construction costs. Credit for eliminating building and changing mixing type compared to original scope.
- Standard Operating Procedures: Develop Standard Operating Procedures (SOPs) for equipment shutdown, tank isolation and maintenance activities associated with the biosolids improvements.
- Operation and Maintenance Documentation: Assist the City with reviewing and organizing equipment operation and maintenance documentation, developing preventive maintenance procedures, and entering equipment information and maintenance activities into the City's preventive maintenance software.
- The remaining biosolids improvements are anticipated to proceed under the original scope for design document preparation. Construction Administration will be added under a future Task Order Amendment.

- **Final Clarifier Improvements** including improved launder access, electrical work and construction administration assistance. This work was hourly as requested by city staff. No changes were made under this Amendment.

WRF Project Support

Task Order Amendment

Presented by: Josh Skluzacek, Engineering and Community Development Director

CITY OF Dickinson North Dakota

202517 WRF IFAS IMPROVEMENTS PROJECT

UV Treatment

Final Clarifiers

Digester

Process Control Building

Preliminary Treatment Building

IFAS

Biosolids Treatment Facility

Biosolids Holding Tanks

CITY OF Dickinson North Dakota

Engineering Memorandum

September 22, 2026

RE: October 6th, 2026 Commission Meeting

MASTER SERVICE AGREEMENT WITH INTERSTATE ENGINEERING

For your consideration is a master service agreement (MSA) with Interstate Engineering. The benefits of having a MSA versus providing individual project contracts are; consistent terms and conditions regardless of the project, clarity to the obligations and rights of both parties which reduces potential conflicts, and reduced review time by staff for future project contracts.

The City Engineering staff recommends approval.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the specific Agreement between Owner and Engineer, and the controlling Laws and Regulations.

EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition, is published in four parts: (1) the Main Agreement (general provisions governing all Task Orders); (2) the Exhibits to Main Agreement; (3) the Task Order Form (see below); and (4) the Exhibits to Task Order. The Main Agreement contains a Guidelines for Use section that pertains to all four parts of E-505.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES— TASK ORDER EDITION

PART 3 OF 4: TASK ORDER FORM

Prepared by

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ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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TASK ORDER NO. [___]

This is Task Order No. **[_____]**, consisting of 5 pages.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated **[date]**, Owner and Engineer agree as follows:

1. TASK ORDER DATA

a.	Effective Date of Task Order:	
b.	Owner:	
c.	Engineer:	
d.	Specific Project (title)	
e.	Specific Project (description):	
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	

2. BASELINE INFORMATION

Baseline Information. Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Specific Project Title: _____

Type and Size of Facility: _____

Description of Improvements: _____

Expected Construction Start: _____

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Prior Studies, Reports, Plans: _____

Facility Location(s): _____

Current Specific Project Budget: _____

Funding Sources: _____

Known Design Standards: _____

Known Specific Project Limitations: _____

Specific Project Assumptions: _____

Other Pertinent Information: _____

3. SERVICES OF ENGINEER ("SCOPE")

A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:

[Select one of the following options and delete the others.]

☐ Exhibit A to Task Order, "Engineer's Services for Task Order," as attached to this specific Task Order. **[Attach a scope of services exhibit labeled "Exhibit A." This exhibit will often be based on E-505's published Exhibit A to Task Order, as modified for the specific Task Order; or at the user's option the exhibit may consist of an attached custom-drafted scope of services, or a scope of services set out in a separate document such as a letter or proposal.]**

[or]

☐ as follows: **[Directly insert customized scope of services here.]**

B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.

C. Resident Project Representative (RPR) Services:

1. If the Scope established in Paragraph 2.A above includes RPR services, then Exhibit D to Task Order is expressly incorporated in this Task Order by reference.

D. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, **[if more clarity is needed, identify specific situations qualifying as additional effort, such as those described in Exhibit A to Task Order, Paragraph 2.01]** are Additional Services, and will be compensated

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by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

4. DELIVERABLES SCHEDULE

A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with Exhibit B to Task Order, attached to this specific Task Order.

5. ADDITIONS TO OWNER'S RESPONSIBILITIES

A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order: **[State any supplementary Owner responsibilities applicable to this Task Order here.]**

6. TASK ORDER SCHEDULE

A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: **[Indicate "Not Applicable" if the schedule in Exhibit B, as modified for the specific Task Order, is sufficient.]**

Date	Action / Milestone	Comment

7. ENGINEER'S COMPENSATION

A. The terms of payment are set forth in Article 4 of the Main Agreement.

B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services	$[ ]	[ ]
a. Phase or Subtask 1	$[ ]	[ ]
b. Phase or Subtask 2	$[ ]	[ ]
c. Phase or Subtask 3	$[ ]	[ ]
d. Phase or Subtask 4*	$[ ]	[ ]
2. Resident Project Representative Services*	$[ ]	[ ]

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TOTAL COMPENSATION (items 1 and 2)	$**[ ]**	
3. Additional Services under Section 2.D above	(N/A)	**[ ]**

*Based on a **[number]**-month continuous construction period.

C. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. For lump sum items, 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 lump sum compensation amount unless approved in writing by the Owner.

8. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:

A. **[Identify primary Subconsultants]**

9. EXHIBITS AND ATTACHMENTS:

A. Exhibit A to Task Order—Engineer's Services Under Task Order

B. Exhibit B to Task Order—Task Order Deliverables Schedule

C. Exhibit D to Task Order—Duties, Responsibilities, and Limitations of Authority of Resident Project Representative Under Task Order

D. Exhibit E to Task Order-EJCDC® C-626, Notice of Acceptability of Work (Form)

E. Other:

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Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

OWNER:

By: _____

Print Name: _____

Title: _____

Attest: _____

_____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail Address: _____

Phone: _____

Date: _____

ENGINEER:

By: _____

Print Name: _____

Title: _____

Engineer's License or Firm's Certificate No. (if required): _____

State of: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail Address: _____

Phone: _____

Date: _____

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the specific Agreement between Owner and Engineer, and the controlling Laws and Regulations.

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES— TASK ORDER EDITION

PART 4 OF 4: EXHIBITS TO TASK ORDER

Prepared by

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EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition.
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Article 1 of the Main Agreement, Services of Engineer, is supplemented to include the following provisions:

Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE 1—BASIC SERVICES

1.01 Management of Engineering Services

A. See Main Agreement, Paragraph 1.03.

1.02 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of the Owner-identified potential solutions listed here:

1) **[List the specific potential solutions to be studied and evaluated here]**.

b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.

c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify **[insert specific number]** alternative solutions potentially

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available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.

2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Assess initially available Specific Project information and data, including the Baseline Information set forth at the beginning of this Exhibit A.
6. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related information and data, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
7. After consultation with Owner, recommend the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.
8. Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Specific Project to be designed or specified by Engineer, including but not limited to impacts and mitigating measures identified in previously prepared environmental assessments for the Specific Project provided to the Engineer or being concurrently prepared for Owner by others.
9. Advise the Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement, for use in Specific Project design, or in preparation for Contractor selection and construction.
10. Assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface conditions at the Site; innovative design, contracting, or procurement strategies; project delivery method; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph will be referred to in Exhibit A as "Specific Project Strategies, Technologies, and Techniques."
11. Assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions, plan for the inclusion of sustainable features in the design.
12. Review with Owner the thresholds established in applicable codes, standards, and design criteria specifically governing the ability of the proposed facilities or improvements to perform, and to absorb or avoid damage without suffering complete or substantial failure. As part of the review, identify additional risk assessment studies or tools that are available to evaluate the susceptibility of the facilities or improvements to natural and man-made events beyond the applicable established thresholds. Upon Owner request, as an additional service, perform additional risk assessment studies or tools to further evaluate system resiliency beyond the applicable established thresholds.

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13. Utilities, including Underground Facilities

    a. Review any utility mapping and surveys and other utilities documentation made available by Owner. Take note of observable utilities during Site visit.

    b. Identify, in a preliminary manner and to the extent determinable by such mapping or other information provided by Owner, and by observations at the Site, those utilities (whether above-ground utilities of any type, or Underground Facilities) likely to be affected by the Specific Project construction and additional utility facilities or extensions that will be needed to serve the Specific Project.

    c. If the impact on existing utilities or the need for additional utility facilities or extensions cannot reasonably be determined in a preliminary manner from mapping or other information provided by Owner, or such information was not available from Owner, then assist Owner in evaluating the need to either obtain additional utility mapping and utility documentation during the Study and Report Phase, or undertake other alternative approaches and contingencies to account for utility uncertainties in this phase.

    d. Advise Owner of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate, and manage the impact of the Specific Project (including any additional utility facilities or extensions needed to serve the Specific Project) on existing utilities.

    e. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner regarding the extent and identification and mapping of existing Underground Facilities during the design and construction phases.

        1) If Owner has retained a land surveyor, utility engineer, or utility consultant, collaborate with such individuals or entities regarding the application of ASCE 38.

14. Inquire regarding survey methodologies and technologies that would aid in addressing Owner's Specific Project requirements. Develop a scope of work and survey limits for any topographic and other surveys necessary for design. For recommended survey deliverables, specify a) required technical specifications; b) pertinent datum; c) survey limits, and d) formats of deliverables. Collaborate with land surveyor, when separately retained by Owner or third party, to develop such scope of work.

15. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s).

    a. For each recommended solution, Engineer will separately tabulate Total Project Cost, itemizing those items and services included within the definition of Total Project Costs.

    b. Engineer will meet with Owner to discuss the draft Report and receive Owner's comments.

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16. Perform or provide the following other Study and Report Phase tasks or deliverables:

    a. **[List any such tasks or deliverables here]**.

17. Furnish the Report and any other Study and Report Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.

18. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the final Report (as revised) and any other Study and Report Phase deliverables.

1.03 Preliminary Design Phase

A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables (if Engineer's services under this Agreement included Study and Report Phase services); selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Specific Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, or enhanced resiliency of the design; indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Specific Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document in writing any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from the selected solution, related Specific Project Strategies, Technologies, or Techniques, sustainable design and resiliency instructions, specific modifications to the Specific Project, or changes, refinements, or supplementation of the Baseline Information.

B. Upon written authorization from Owner, Engineer shall:

1. Review and assess all available Specific Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.

2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data, for Engineer's use in the preparation of a Preliminary Design Phase Report.

3. Prepare a Preliminary Design Phase Report in the following format: **[specify the format that is appropriate to the scope of the design and sufficient for Owner's purposes—ranging from a consolidated and comprehensive narrative report to an assemblage of required documents]**.

4. The Preliminary Design Phase Report will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, and written descriptions of the Specific Project. The Preliminary Design Phase Report will consider the following

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matters to the extent applicable to the Specific Project and as necessary to establish the basis of design for proceeding to final design and construction:

a. The Specific Project concept, intent, performance criteria, desired outcomes, Owner's standards and Owner directed improvements and facility elements as established in the Study and Report Phase and as expressly set forth in the Baseline Information section of this Exhibit A (collectively the "Specific Project Goals").

b. Recommended appropriate design criteria for each primary portion and significant discipline of the design necessary to address the Specific Project Goals.

c. Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; Constituents of Concern; cultural, historical, and archaeological resources at the Site; wetlands information; and evaluations of flora and fauna that may be affected by the Specific Project.

d. The time schedule for completion of the Specific Project in accordance with Specific Project Goals, including any recommended changes to the time required to complete the Final Design Phase (as set forth in Exhibit B, Deliverables Schedule) and estimated schedule(s) for construction.

e. Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.

f. Revised opinions of probable Construction Cost.

g. The impact of Specific Project Strategies, Technologies, and Techniques, sustainable features, and enhanced resiliency selected by Owner for inclusion in the Specific Project on the Specific Project Goals, schedule and probable Construction Cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when the Specific Project Goals necessitate and Owner authorizes;

h. Construction Phase quality assurance and quality control needs affecting development of Drawings and Specifications and other Final Design and Bidding Phase documents.

i. The effect of permits and authorizations by other entities and utility coordination needs on the Specific Project.

j. Other matters and information pertinent to addressing the Specific Project Goals.

5. In preparing the Preliminary Design Phase Report, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features and enhanced resiliency, as appropriate, pursuant to Owner's instructions.

6. Visit the Site as needed to prepare the Preliminary Design Phase Report.

7. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types described in Article 2 are

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necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.

8. Above-Ground Utilities

   a. Review above-ground utilities information obtained from Owner and from observations at the Site.

   b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.

   c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.

9. Underground Facilities

   a. Review Underground Facilities data furnished by Owner. Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner to jointly establish a procedure ("Underground Facilities Procedure") for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site, using ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as a basis for establishing such Underground Facilities Procedure.

   b. Such Underground Facilities Procedure must take into account the Site and the nature of the Specific Project.

   c. Use the Underground Facilities Procedure to aid in the performance of design services:

      1) Account for Underground Facilities, based on available information, when advancing the design during the Preliminary Design Phase.

      2) The Underground Facilities Procedure will include a plan to keep Underground Facilities information current as Engineer proceeds with the provision of design services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.

      3) To manage the potential impact of design changes on Underground Facilities, Engineer shall work together with Owner to modify or reapply the Underground Facilities Procedure as the design progresses and changes.

10. Mitigation of Utilities Conflicts

   a. Identify potential conflicts between the Specific Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed in Exhibit A Paragraphs 1.03.B.8 and 9 above, and advise Owner regarding the need for resolution of such conflicts with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.

   b. Update the Underground Facilities Procedure as necessary for any Underground Utilities conflicts and relocations.

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c. Working together with Owner, jointly identify which specific parties or other entities will be responsible for implementation of the various specific parts of the Underground Facilities Procedure (including those parts that address resolution of Underground Facilities conflicts), and for resolution of above-ground utilities conflicts. Such identification will take into account Owner's authority and standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.

1) To the extent that Owner and Engineer agree that in addition to performing the design-related obligations set forth in Exhibit A Paragraphs 1.03.B.8 and 9, Engineer will also implement any non-design part of the Underground Facilities Procedure (including resolution of Underground Facilities conflicts), or undertake resolution of above-ground utilities conflicts, such additional duties will be Additional Services under Article 2 of this Exhibit A.

11. Surveys, Topographic Mapping, and Utility Documentation

a. Coordinate with Owner's utility engineer, utility consultant, or land surveyor for the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes, or by the Underground Facilities Procedure.

b. If no scope of work and procedure for utility documentation has been established, selected, or authorized, then at a minimum Engineer will contact utility owners and obtain available information. Except as otherwise provided in this Agreement, Owner acknowledges that the information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed, and as to Engineer, bidders, and Contractor, the Owner accepts all associated risks. Owner reserves all associated rights as to recourse against the sources of such flawed information and against third parties.

12. Prepare initial draft of a comprehensive permit document that identifies Owner's permit duties, Engineer's permit duties, and Contractor's permit duties, and the schedule for permitting activities.

13. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement in Exhibit A Paragraph 1.03.A.

14. Obtain Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's Bidding/Proposal Documents and Front-End Construction Contract Documents.

a. Also obtain copies of Owner's standard Bidding/Proposal Documents and Front-End Construction Contract Documents (if other than the EJCDC 2018 Construction Series documents), and any other related documents or content for Engineer to include in drafts of the Specific Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.

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b. Review Owner's instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Specific Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.

15. Prepare the Preliminary Design Phase Report. This Report will consist of, as appropriate, separate or combined submittals in whole or summary, the Preliminary Design Phase documents listed in Exhibit A Paragraph 1.03.B.4, and Engineer's findings and recommendations for advancing the Specific Project to the Final Design Phase (including Engineer's findings and recommendations, if any, regarding permitting, utilities, and Underground Facilities). The submittal will be in the format of a report, or otherwise organized and assembled for ease and practicality of use.

    a. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and on the basis of information furnished by Owner, assist Owner in tabulating the various cost categories which comprise Total Project Costs.

    b. Engineer will meet with Owner to discuss the draft Preliminary Design Phase submittal and receive Owner's comments.

16. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

    a. **[List any such tasks or deliverables here]**.

17. Furnish the Preliminary Design Phase Report, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.

18. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

C. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase Report (as revised) and associated documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

1.04 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase Report and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Specific Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Specific Project, or changes, refinements, or supplementation of the Baseline Information.

1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **[Enter**

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number of contracts]. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.

3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more separate design professional consultants or prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding/Proposal, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.

B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase Report (as revised) and other Preliminary Design Phase deliverables. As part of the preparation of the Drawings and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows, pursuant to the Deliverables Schedule in Exhibit B:

1. First Final Design Phase draft of all Drawings and Specifications.

2. Second Final Design Phase draft of all Drawings and Specifications, addressing Owner comments and including appropriate design advancement.

3. Final Drawings and Specifications that address Owner comments; complete the design; are suitable for estimating and pricing by prospective Contractors; and are complete and ready for construction.

C. In preparing the Specifications (and any bidding, contract, or other documents that are part of Engineer's scope of services), Engineer shall obtain from Owner or Owner's legal counsel any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and the like, and comply with or account for such constraints in drafting Specifications, Bidding/Proposal Documents, and other Specific Project documents.

D. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:

1. Such documents will be based on the 2018 EJCDC Construction Documents, and on the specific bidding or Contractor selection-related instructions and forms, contract forms, text, or other content received from Owner.

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2. When Engineer is required to use other than the 2018 EJCDC Construction Documents, then as required in the Preliminary Design Phase Owner will furnish to Engineer a copy of the required documents to be used for the Specific Project's Bidding/Proposal Documents and Front-End Construction Contract Documents. Prior to the first Final Design Phase submittal, Engineer will review the bidding and contracting documents furnished by Owner and provide comments to Owner. Engineer will meet with Owner to discuss Engineer's comments. Owner will consider Engineer's recommendations to revise Owner's documents for the Specific Project.

3. Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.

E. During the Final Design Phase the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. This may include:

1. performing the services assigned to Engineer under the Underground Facilities Procedure described in Exhibit A Paragraph 1.03 above, including but not limited to the design-related tasks in Exhibit A Paragraph 1.03.B.9.

2. addressing required and proposed activities or mitigations identified in the analysis of utilities and by the Underground Facilities Procedure as having an impact on the final design, and considering such in preparing the Drawings and Specifications.

F. Engineer shall perform or furnish the following other Final Design Phase services:

1. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

2. Assist with or prepare applications for permits and approvals, as follows:

a. Update comprehensive permit document created in Preliminary Design Phase for Final Design detail.

b. Prepare the following applications for Owner's submittal to authorities having jurisdiction over the construction or operation of the Specific Project:

1) **[identify specific permit or approval applications]**.

c. Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction.

d. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above, including applications for review or approval of the final design.

e. Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.

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f. Unless expressly indicated otherwise, Engineer's scope and budget includes attending one meeting or conference call with each permit and approval-issuing agency to discuss the Specific Project and receive the agency's comments on the application.

g. Engineer does not guarantee issuance of any required permit or approval.

h. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.

3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the interim and final deliverables of the Drawings and Specifications.

4. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing specific protocols for the transmittal of Specific Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website.

5. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

6. Review the preliminary schedule for the Construction Phase and advise Owner when initial understanding of the Construction Contract Times must or should be revised, and furnish Owner with recommendations on revisions to the proposed Construction Contract Times.

7. Engineer's project manager and other appropriate staff will participate in the following meetings and conference calls:

   a. First draft design review meeting at Owner's office.

   b. Second draft design review meeting at Owner's office.

   c. **[Indicate others as appropriate for the Specific Project]**.

   d. Engineer will prepare and distribute minutes of each such meeting and conference call, indicating attendees, topics discussed, decisions made, and action items for follow-up.

8. Perform or provide the following other Final Design Phase activities or deliverables:

   a. **[List any such tasks or deliverables here]**.

G. Engineer shall complete the Final Design Phase as follows:

1. Pursuant to the requirements of the Deliverables Schedule in Exhibit B, furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications (as set forth in Exhibit A Paragraph 1.04.B.3 above); assembled drafts of other Construction Contract Documents including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost; and any other Final Design Phase deliverables, and review the deliverables with Owner.

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2. Revise the final Design Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

3. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications; assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.

1.05 Bidding/Proposal Phase

A. After acceptance by Owner of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other Final Design Phase deliverables, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work; assist Owner in issuing assembled Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; if applicable, maintain a record of prospective contractors to which documents have been issued; attend pre-bid conferences, if any; and receive and process contractor deposits or charges, if any, for the issued documents.

   a. **[List method (such as Owner's procurement website, commercial plan room or web service, distribution by Engineer, etc.) that Owner will use for distributing Bidding Documents here]**

2. Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.

3. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Exhibit A Paragraph 2.01.A.2.

4. Attend the bid opening; prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.

5. Provide information or assistance needed by Owner in the course of any review of bids, proposals, or negotiations with prospective contractors.

6. Consult with Owner as to the qualifications of prospective contractors.

7. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

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9. Perform or provide the following other Bidding/Proposal Phase tasks or deliverables:

   a. **[List any such tasks or deliverables here]**.

10. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

1.06 Construction Phase

A. After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, number of prime construction contracts, and other construction requirements of the Specific Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from specific modifications to the Specific Project.

   1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified. With the exception of such expressly required services, Engineer shall have no design, Submittal (including Shop Drawing) review, or other obligations during construction, and Owner assumes all responsibility for providing or arranging for all other necessary Construction Phase administrative, engineering, and professional services.

   2. Owner waives all claims against Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A. Notwithstanding the foregoing waiver, Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.

B. Upon successful completion of the Bidding/Proposal Phase, and upon written authorization from Owner, Engineer shall provide the following services:

   1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018) or other construction general conditions specified in this Agreement. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.

      a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide

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Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity (other than Engineer) responsible for the additional responsibilities in the Construction Contract.

b. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.

c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.

2. Field Office: **[Delete or edit as applicable to the Specific Project]** Engineer and Resident Project Representative (if any) will be based in a field office at the Site. The field office will be furnished and maintained at Owner's expense, and will include reasonable furnishings, all required temporary utilities (including internet service) and facilities, and be secured for Engineer's (and RPR's) exclusive use.

3. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist Engineer and to provide more extensive observation of Contractor's Work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. **[If Engineer will not be providing RPR services under the specific Task Order, then delete this Paragraph 3 by inserting the word "DELETED" after the paragraph title; do not include Exhibit D as an exhibit to the specific Task Order; and do not include RPR compensation in Paragraph 7 of the Exhibit specific Task Order.]**

4. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform required testing services.

5. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.

6. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

7. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

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8. Schedules: Receive, review, and, and, subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the progress schedule, schedule of submittals, and schedule of values. Advise Contractor in writing of Engineer's comments or acceptance of schedules.

    a. Schedules will be acceptable to Engineer as to form and substance:

        1) Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

        2) Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.

        3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

9. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

10. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.

11. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of the Work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, including its RPR, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.

    b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to by this Agreement and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of

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Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Construction Contract Documents. Engineer will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

12. Defective Work: If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.

    a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.

    b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

13. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Specific Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

14. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents.

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With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

15. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

16. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

17. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

18. Change Proposals and Claims

    a. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

    b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

19. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.

20. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Specific Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's Submittal schedule that Engineer has accepted.

21. Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.

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22. Inspections and Tests

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.

    c. Issue written requests to Contractor that specific portions of the Work remain uncovered.

    d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    e. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

23. Contractor's Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, within the limits of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

    b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the

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purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

24. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Exhibit A Paragraph 1.06.B.20. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.

25. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

26. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables:

    a. **[List any such tasks or deliverables here]**.

27. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:

    a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;

    b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;

    c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and

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d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using EJCDC® C-626, Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

28. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

C. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor. If the Specific Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.04.A.1, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

1.07 Post-Construction Phase

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Specific Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Specific Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:

a. **[List any such tasks or deliverables here]**.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.

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ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner's Written Authorization

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.

1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.

2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:

   a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items;

   b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Specific Project;

   c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and

   d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Implement coordination of Engineer's services with other parts of the Specific Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Specific Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.

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6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Specific Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).

7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

11. To the extent the Specific Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer’s costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.

12. Services directly attributable to changes in Engineer’s Electronic Documents obligations after the effective date of the Agreement.

2.02 Additional Services Requiring Owner’s Written Authorization

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.

1. Obtain or provide specified additional Specific Project-related information and data to enable Engineer to complete its Basic and Additional Services.

2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.

3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

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5. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.
7. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
9. Undertaking investigations and studies including, but not limited to:
    a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
    b. detailed consideration of operations, maintenance, and overhead expenses;
    c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Specific Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
    d. preparation of appraisals;
    e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.
    f. detailed quantity surveys of materials, equipment, and labor; and
    g. audits or inventories required in connection with construction performed or furnished by Owner.
10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
12. Providing the following services:
    a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.
    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

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13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).
14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
15. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.
16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
17. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.
18. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Specific Project or implementing other Electronic Documents protocols among Specific Project participants.
19. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.
20. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
21. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
22. Supplementing Record Drawings with information regarding the completed Specific Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
23. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

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24. Preparation of operation, maintenance, and staffing manuals.
25. Protracted or extensive assistance in refining and adjusting of Specific Project equipment and systems (such as initial startup, testing, and balancing).
26. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
27. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related recordkeeping.
28. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Specific Project (but not including disputes between Owner and Engineer).
29. Overtime work requiring higher than regular rates.
30. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
31. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
32. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
33. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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EXHIBIT B—TASK ORDER DELIVERABLES SCHEDULE

Under the governing Task Order the Engineer shall furnish Documents to Owner as required in Column 2 of the following table (and as further described in Exhibit A), according to the schedule in Column 4. Owner shall comment or take other identified actions with respect to the Documents as indicated in Column 2 (and as further described in Exhibit A), according to the schedule in Column 4.

Party	Action	Exhibit A Reference	Schedule
Engineer	Submit **[number]** review copies of the Report and other Study and Report Phase deliverables to Owner.	1.02.A.17	Within **[number]** days of the Effective Date.
Owner	Submit comments regarding the Report and other Study and Report Phase deliverables to Engineer.	1.02.A.18	Within **[number]** days of the receipt from Engineer of the Report and other Study and Report Phase deliverables.
Engineer	Submit **[number]** copies of the revised Report and other Study and Report Phase deliverables to Owner.	1.02.A.18	Within **[number]** days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Submit **[number]** review copies of the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.17	Within **[number]** days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	1.03.B.18	Within **[number]** days of the receipt from Engineer of Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit **[number]** copies of the revised Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.18	Within **[number]** days of the receipt of Owner's comments regarding the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit **[number]** copies of the first Final Design Phase draft of Drawings and Specifications to Owner.	1.04.B.1	Within **[number]** days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the first Final Design Phase draft of Drawings and Specifications to Engineer.	1.04.B.1	Within **[number]** days of the receipt of the first final Design Phase drafts of Drawings and Specifications from Engineer.
Engineer	Submit **[number]** copies of the second Final Design Phase drafts of Drawings and Specifications to Owner.	1.04.B.2	Within **[number]** days of the receipt of Owner's comments and instructions regarding the first Final Design Phase drafts of Drawings and Specifications.

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Party	Action	Exhibit A Reference	Schedule
Engineer	Submit **[number]** of copies of draft Bidding/Proposal and Front-End Construction Contract Documents, as required, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Owner.	1.04.D.3; 1.04.F.8	Concurrent with submittal to Owner of the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications to Engineer.	1.04.B.2	Within **[number]** days of the receipt from Engineer of the second Final Design Phase drafts of Drawings and Specifications.
Engineer	Submit **[number]** copies of the final, completed, pricing-ready and construction-ready Drawings and Specifications to Owner.	1.04.B.3 and 1.04.G.1	Within **[number]** days of the receipt of Owner's comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications to Engineer.	1.04.G.2	Within **[number]** days of the receipt from Engineer of the final, completed, pricing-ready and construction-ready Drawings and Specifications.
Owner	Submit comments and instructions regarding drafts of Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Engineer.	1.04.D.3; 1.04.F.8	Concurrent with Owner's submittal of comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications.
Engineer	Submit to Owner: **[number]** copies of the revised final, completed, pricing-ready and construction-ready Drawings and Specifications; and **[number]** of copies of assembled Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.	1.04.G.2; 1.04.G.3	Within **[number]** days of receipt of Owner's final comments and instructions regarding the regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications, the Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.
Engineer	Submit **[number]** copies of Bidding/Proposal Phase deliverables (if any) identified in Exhibit A Paragraph 1.05.A.9.a to Owner.	1.05.A.9.a	Within **[number]** days of written authorization by Owner to proceed with Bidding/Proposal Phase services.
Engineer	Submit **[number]** copies of Construction Phase deliverables (if any) identified in Exhibit A Paragraph 1.06.B.26.a to Owner.	1.06.B.26.a	Within **[number]** days of **[applicable benchmark event such as commencement of the Construction Contract Times]**

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Party	Action	Exhibit A Reference	Schedule
Engineer	Submit **[number]** copies of Post-Construction Phase deliverables (if any) identified in Exhibit A Paragraph 1.07.A.3.a to Owner.	1.07.A.3.a	Within **[number]** days of Substantial Completion.

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EXHIBIT C—RESERVED

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EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE UNDER TASK ORDER

ARTICLE 1—RESIDENT PROJECT REPRESENTATIVE SERVICES

Article 1 of the Main Agreement, Services of Engineer, and Exhibit A, Engineer's Services Under Task Order, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:

1.01 Resident Project Representative

A. Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. The RPR will provide full-time representation **[revise if representation will be less than full time]**.

C. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A Paragraph 1.06 are applicable.

1.02 Duties and Responsibilities of RPR

A. The duties and responsibilities of the RPR are as follows:

1. General: RPR's dealings in matters pertaining to the Work in general will be with Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

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4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. Liaison

    a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

    b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

    c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.

7. Shop Drawings, Samples, and other Submittals

    a. Receive Samples that are furnished at the Site by Contractor.

    b. Receive Contractor-approved Shop Drawings.

    c. Receive other Submittals from Contractor.

    d. Record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals.

    e. Notify Engineer of availability of Samples for examination, and forward Contractor-approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.

    f. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. Review of Work; Defective Work

    a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

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removed and replaced, or accepted as provided in the Construction Contract Documents.

b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.

c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. Inspections, Tests, and System Start-ups

a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

f. Nothing in this Agreement will be construed to require RPR to conduct inspections.

11. Records

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

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d. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.

12. Reports

a. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft responses to or make recommends on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. Completion

a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

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1.03 Limitations of Authority

A. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

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EXHIBIT E—EJCDC® C-626, NOTICE OF ACCEPTABILITY OF WORK (FORM)

NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)

Owner: Owner's Project No.:
Engineer: Engineer's Project No.:
Contractor: Contractor's Project No.:
Project:
Contract Name:
Notice Date: Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____
Name (printed): _____
Title: _____

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the specific Agreement between Owner and Engineer, and the controlling Laws and Regulations.

EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition, is published in four parts: (1) the Main Agreement (general provisions governing all Task Orders)(see below); (2) the Exhibits to Main Agreement; (3) the Task Order Form; and (4) the Exhibits to Task Order. The Main Agreement contains a Guidelines for Use section that pertains to all four parts of E-505.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES— TASK ORDER EDITION

PART 1 OF 4: MAIN AGREEMENT

Prepared by

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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AGREEMENT BETWEEN OWNER AND ENGINEER

FOR PROFESSIONAL SERVICES—TASK ORDER EDITION

MAIN AGREEMENT

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES—TASK ORDER EDITION

MAIN AGREEMENT

THIS IS AN AGREEMENT effective as of **September 1, 2026** ("Effective Date of Agreement) between **City of Dickinson** and **Interstate Engineering**. Other terms used in the Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Main Agreement sets forth the general terms and conditions that apply to all duly executed Task Orders.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 General

A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project, or for a portion of a Specific Project.

B. The Main Agreement is not a commitment by Owner to issue any Task Orders.

C. Engineer will not be obligated to perform any prospective Task Order unless and until (1) Owner and Engineer agree to the particulars of the assignment, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters, and include such particulars in the Task Order, and (2) Owner and Engineer both sign the Task Order.

D. Each duly executed Task Order will be subject to the terms and conditions of (a) this Main Agreement; (b) the Main Agreement's exhibits; (c) any executed written amendments of the Main Agreement (see Exhibit C); (d) the specific Task Order itself; (e) the specific Task Order's exhibits; and (f) any amendments or modifications of the specific Task Order.

E. **In the event of any conflict or inconsistency between this Main Agreement, Part 1, and any other document executed by the parties, including, but not limited to any Exhibit or Task Order Form, the provisions of this Main Agreement, Part 1, shall control.**

F. **In the event of any conflict between the terms of this Agreement and the terms of any document issued by Owner, the terms of this Agreement prevail.**

1.02 Task Order Procedure

A. The general recommended format of a Task Order is presented in the accompanying Task Order Form. Commonly-used Task Order exhibits are presented in the accompanying Exhibits to Task Order document.

B. Each specific Task Order will indicate:

1. Project Background Data;

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2. Specific services to be performed by Engineer ("Scope"), including key deliverables;
3. Additions or Modifications to Owner's Responsibilities;
4. Task Order Schedule;
5. Engineer's Compensation for Task Order; and
6. Primary Subconsultants, if any.

C. With respect to the Engineer's scope of services under a specific Task Order, each specific Task Order will either (1) be accompanied by and incorporate an Exhibit A, "Engineer's Services Under Task Order," and Exhibit B, "Deliverables Schedule," prepared for the specific Task Order, or (2) state a customized scope of services and deliverables schedule in the Task Order document itself or in an attachment.

D. Upon signature of the Task Order by both parties (but no earlier than the Effective Date of the specific Task Order), Engineer will commence performance and furnish, or cause to be furnished, the services authorized by the Task Order.

E. Task Orders may be amended as set forth in Paragraph 8.05.B of this Main Agreement.

1.03 Management of Engineering Services

A. All phases of Engineer's services under each Task Order will include management of Engineer's Specific Project responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.

1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:

   a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in Exhibit B to Task Order.

   b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.

   c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.

2. Develop and submit detailed work plans from Exhibit A to Task Order tasks.
3. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.
4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Specific Project that may affect, or be affected by, Engineer's services or resulting construction.
5. Prepare and submit **periodic** engineering services progress reports to the Owner. Include a summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.

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6. Special Invoicing: In addition to, or as a substitute for, Engineer's standard invoicing, for each invoice provide the specified additional information or documentation, following the invoicing procedures indicated: **Not Applicable**

7. Conduct ongoing management tasks, including:

   a. Maintaining communications records and files pertaining to or arising from Engineer's services;

   b. With respect to Engineer's services and other directly relevant parts of the Specific Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and

   c. Preparing agendas prior to and minutes following all Engineer-led meetings.

B. Unless a different standard is expressly set forth in a specific Task Order, in all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with **Engineer's CAD standards** using AutoCad Civil 3D software.

C. The source documents for the draft and final Specifications in all phases of Engineer's services will be **Owner's standard specifications** unless a different source document is expressly identified in the specific Task Order.

1.04 Sequencing and Coordination

A. For each Task Order, the Work to be designed or specified by Engineer, upon which the Engineer's scope has been established, will be performed or furnished under one prime Construction Contract, unless specified otherwise in the Task Order.

B. If the Work designed or specified by Engineer under a specific Task Order is to be performed or furnished under more than one prime Construction Contract, or if Engineer's services are to be separately sequenced with the work of one or more of Owner's consultants or contractors (such as in the case of fast-tracking), then:

   1. the Task Order's Deliverables Schedule will account for the need to sequence and properly coordinate Engineer's services as applicable to the Work under the Construction Contracts; or

   2. If the Task Order does not address such sequencing and coordination, then Owner and Engineer will jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order, whether the work under such contracts is to proceed concurrently or sequentially.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Application of Owner's Responsibilities

A. The responsibilities of Owner set forth in Article 2 apply to each Specific Project and each specific Task Order. Supplemental responsibilities of Owner applicable only to a specific Task Order may be stated in the specific Task Order.

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2.02 Project Information

A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of the Specific Project, including Owner's:

1. design objectives and constraints;
2. space, capacity, and performance requirements;
3. flexibility and expandability needs;
4. design and construction standards;
5. budgetary limitations; and
6. any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

B. Following Engineer's assessment of initially-available 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 information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services under the Task Order; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Surveys, Mapping, and Utility Documentation.
4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
7. Data or consultations as required for the specific Task Order but not otherwise identified in this Agreement.

C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

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D. If a specific Task Order requires Engineer to assist Owner in collating the various cost categories that comprise Total Project Costs, Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice).

E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications prepared or furnished under a Task Order will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.

F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A to Task Order.

G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Specific Project.

2.03 Owner's Instructions Regarding Bidding and Construction Contract Documents

A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:

1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in draft Construction Contract Documents;

2. insurance and bonding requirements;

3. protocols for electronic transmittals during bidding and construction;

4. Owner's safety and security programs applicable to Contractor and other Constructors;

5. diversity and other social responsibility requirements;

6. bidding and contract requirements of funding, financing, or regulatory entities;

7. other specific conditions applicable to the procurement of construction or contract documents;

8. any other information necessary for Engineer to assist Owner in preparing, for each Specific Project, bidding-related documents (or requests for proposals or other construction procurement documents) and Construction Contract Documents.

B. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise) and other engineering or technical matters.

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1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. Owner shall place and pay for advertisements for Bids in appropriate publications.

2.04 Owner-Furnished Services

A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for each Specific Project:

1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.

3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.

B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for each Specific Project.

D. With respect to the portions or phases of each Specific Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:

1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and

2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Specific Project.

E. Owner may delegate to a Contractor or others the responsibilities set forth in Paragraphs 2.04.B, C and D.

2.05 Owner's General Responsibilities

A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement and under each Task Order.

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B. Owner will provide Engineer with Owner's budget for each Specific Project, including type and source of funding to be used and will promptly inform Engineer if the budget or funding sources change.

C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement and under each Task Order.

D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement and under each Task Order.

E. 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 of its services.

F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement or any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement or any Task Order, subject to any express limitations or reservations applicable to the furnished items.

G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

   1. any development that affects the scope or time of performance of Engineer's services;

   2. the presence at the Site of any Constituent of Concern; or

   3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to a Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, then Owner shall define and set forth, in an exhibit to the governing Task Order, the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

J. Owner shall:

   1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

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2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
    a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
    b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
3. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of each Task Order, as required.
4. Perform or provide the following:
    a. All other Owner responsibilities expressly identified in any Task Order, not otherwise set forth in this Agreement.

2.06 Payment

A. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4.

ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES

3.01 Term

A. This Agreement will be effective and applicable to Task Orders issued hereunder for **five (5) y**ears from the Effective Date of the Agreement.

B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 Commencement

A. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

3.03 Time for Completion

A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order.

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, will be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of a Specific Project, or of Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

D. If the Contract Times to complete the Work under a Construction Contract are extended beyond the period stated in the governing Task Order, Owner will pay Engineer for the additional services during the extension based on the Standard Hourly Rates Method of Payment.

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E. If Engineer fails, for reasons within the control of Engineer, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices; the terms of any progress reporting and special invoicing requirements in Paragraph 1.03, or as otherwise required in Exhibit A to the Task Order; and with the applicable terms of Appendix 1 to Main Agreement, Reimbursable Expenses Schedule, and Appendix 2 to Main Agreement, Standard Hourly Rates Schedule. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.

B. Disputed Invoices: 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, subject to the terms of Article 4. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.

C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of **1.5%** per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and

2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.

D. Sales or Use Taxes: If after the Effective Date of a Task Order any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of this Main Agreement and the specific Task Order.

4.03 Basis of Compensation

A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services must be identified in each specific Task Order (Task Order Form,

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Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.

B. The three following bases of compensation are used for services under Task Orders, as identified in each specific Task Order:

1. Lump Sum (plus any expenses expressly eligible for reimbursement)
2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

C. The terms and conditions applicable to each of the three compensation methods are set forth in Paragraph 4.04.

4.04 Explanation of Compensation Methods

A. Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Engineer's Subcontractor and Subconsultant charges.
3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges):

   a. **Reimbursable expenses to be identified in each specific Task Order, as applicable.**

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services completed during the billing period to the Lump Sum.

B. Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph 4.05 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Agreement as Appendices 1 and 2.

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4. The total estimated compensation for the specified category of services will be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).

5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).

6. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of **February** 1) to reflect equitable changes in the compensation payable to Engineer.

C. Direct Labor Costs Times a Factor

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of **(TBD with each specific Task Order, as applicable)** for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph 4.05 below, and Appendix 1.

2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.

3. The total estimated compensation for the specified category of services must be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).

4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).

5. The Reimbursable Expenses Schedule, Direct Labor Costs, and the factor applied to Direct Labor Costs will be adjusted annually (**approximately February of each year**) to reflect equitable changes in the compensation payable to Engineer.

4.05 Reimbursable Expenses

A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount includes the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Engineer's Subcontractor and Subconsultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in Paragraph 4.04.A.3 above.

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B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order:

1. Transportation (including mileage), lodging, and subsistence incidental thereto;
2. Providing and maintaining field office facilities including furnishings and utilities;
3. Consultant charges; and
4. Other expenses identified in Appendix 1.

C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods must be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.

D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of **1.0, unless for survey materials, then a factor of 1.25 is applicable**.

E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges will be the amount billed by such Consultants to Engineer times a factor of **1.1, unless geotechnical services, then a factor of 1.15 is applicable**.

F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

4.06 Other Provisions Concerning Payment

A. Estimated Compensation Amounts

1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination for Owner's convenience of Engineer's services under the Task Order. Upon notice, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services under the Task Order for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an

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increase in the compensation due Engineer or a reduction in the remaining services, then Engineer will be paid for all services rendered.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

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

5.02 Opinions of Total Project Costs

A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. Standard of Care: 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.

B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. 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.

D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, 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.

E. Compliance with Laws and Regulations, and Policies and Procedures

1. Engineer and Owner shall comply with applicable Laws and Regulations.

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2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date of the Task Order to Laws and Regulations,

   b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures, and

   c. changes after the Effective Date of the Task Order to Owner-provided written policies or procedures.

F. General Conditions of Construction Contract: The general conditions for any construction contract documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in this Agreement.

G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under a specific Task Order, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.

H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence the Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.

I. 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 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.

J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.

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L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

M. Engineer's services do not include providing legal advice or representation.

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, or (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.

O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

A. **Paragraph Omitted**

B. **All intellectual property rights, including, but not limited to, all copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated with the foregoing, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are invented, created, owned by, licensed to, controlled by or otherwise originated with Engineer whether delivered to Owner under this Agreement or not, shall be owned by Engineer. Engineer hereby grants Owner a non-exclusive, non-assignable, non-transferrable, non-sublicensable, revocable license, to use the documents (whether complete or incomplete) solely for the purposes of completing the Project, subject to receipt by Engineer of full payment due and owing for all Services relating to preparation of such documents, and subject to the following limitations:**

1. Owner acknowledges that the Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project or Specific 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 for a Specific Project, 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 Consultants.

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~~

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~~modification of the Documents for a Specific Project without written verification, completion, or adaptation by Engineer~~.

4. **Any** limited license **granted** to Owner **under this Paragraph** shall not **grant or** create any rights **to** third parties.

5. Nothing herein limits the Engineer's right of use or reuse of Previously/Independently Created Works or any of Engineer's non-Document work product.

6. **Engineer reserves all rights not expressly granted to Owner in this Agreement. Except for any limited licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Owner or any third-party any Intellectual Property Rights or other right.**

7. **Without limiting the generality of the foregoing, nothing in this Agreement shall be interpreted to transfer ownership of or license to Intellectual Property Rights in any video footage prepared by the Engineer whether for this Project or otherwise. Engineer grants to Owner a limited, revocable, non-transferable, non-sublicensable, license to use drone footage captured by Engineer of the Project. This license is conditioned on receipt by Engineer of full payment due and owing from Owner.**

C. If Engineer, at Owner's request, verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

D. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.

E. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, all correspondence, Documents, text, data, drawings, information, and graphics related to each Specific Project, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).

1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP or in a specific Task Order.

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2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.

B. If this Agreement does not include Exhibit F, or a specific Task Order expressly excludes the application of Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.

C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.

D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G.

B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:

1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;

2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and

4. not seek contribution from insurance maintained by the additional insured.

C. Owner shall procure and maintain insurance as set forth in Exhibit G.

D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.

E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

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1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation made available for review under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.

F. All construction contracts entered into by Owner with respect to a Specific Project must require builder's risk or similar property insurance, **where applicable**.

G. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so, requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services under a specific Task Order for up to 90 days upon 7 days' written notice to Engineer.

2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under a Task Order:

a. if Owner has failed to pay Engineer for invoiced services and expenses under that Task Order, as set forth in Paragraphs 4.02.B and 4.02.C;

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b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or

c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under the Task Order.

3. A suspension under a specific Task Order, whether by Owner or Engineer, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. Termination for Cause—Task Order

1. Either party may terminate a Task Order 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 this Agreement and the specific Task Order, through no fault of the terminating party.

a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph 6.05.B.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 6.05.B.1, Engineer may terminate a Task Order 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 the Engineer's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or

c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.

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

C. Termination for Cause—Main Agreement: In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon 7 days' notice Engineer may terminate this Main Agreement and all Task Orders.

D. Termination for Convenience by Owner: Owner may terminate a Task Order or this Main Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.

E. Effective Date of Termination: If Owner terminates the Main Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later

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than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. Engineer shall be entitled to compensation for such tasks.

F. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services that have been performed or furnished in accordance with this Main Agreement and the specific Task Order, and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.

1. If Owner has terminated a Task Order 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 Documents will be resolved in accordance with the dispute resolution provisions of this Main Agreement or as otherwise agreed in writing.

2. If Owner has terminated the Main Agreement for convenience, or if Engineer has terminated a Task Order 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 this Main Agreement.

6.06 Successors, Assigns, and Beneficiaries

A. 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 6.06.B 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 Main Agreement and any Task Order issued under this Main Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Main Agreement, or in any Task Order, 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 Main Agreement or any Task Order.

C. Unless expressly provided otherwise in this Main Agreement:

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

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2. Nothing in this Main Agreement or in any Task Order will 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 them.

3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in all Construction Contracts associated with this Main Agreement and its Task Orders.

6.07 Dispute Resolution

A. **Should any disputes arise regarding the Main Agreement or any Task Order, the parties shall be entitled to pursue any remedies available to them under North Dakota law.**

B. ~~Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.~~

C. ~~Mediation: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Main Agreement or any Task Order hereunder, or to any breach of this Main Agreement or any Task Order ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.~~

D. ~~If the parties fail to resolve a dispute through mediation under Paragraph 6.07.B, then either or both may invoke the applicable dispute resolution procedures of Exhibit H. If Exhibit H is not included, or if no applicable dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.~~

6.08 Controlling Law; Venue

A. This Main Agreement and all Task Orders (unless expressly stated otherwise) are to be governed by the Laws and Regulations of the state in which the **principal office of the Owner is located: North Dakota.**

B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Owner's principal office; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which Owner's principal office is located.

6.09 Environmental Condition of Site

A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order), Owner represents to Engineer that, as of the Effective Date of the Task Order, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. Undisclosed Constituents of Concern. For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.

1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained

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pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.

2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.

3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.

C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that for all Task Orders the Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Specific Project adversely affected thereby until such portion of the Specific Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

E. If the presence at a Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under a specific Task Order, then:

1. if the adverse effects do not preclude Engineer from completing its Specific Project services in general accordance with the Task Order on unaffected or marginally affected portions of the Specific Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Task Order will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or

2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its Specific Project services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate the Task Order for cause on 7 days' written notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are

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or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, ~~but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors.~~ This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

B. Environmental Indemnification: **Only to the extent permitted under North Dakota law**, ~~To the fullest extent permitted by Laws and Regulations~~, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under a Site, provided that:

1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and

2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

C. ~~No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.~~

D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, 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, any Task Order, or a Specific Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use

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or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

A. Notices: Any notice required under this Main Agreement or a Task Order will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All notices must be effective upon the date of receipt.

B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Main Agreement or in a Task Order will survive completion or termination for any reason.

C. Severability: Any provision or part of the Main Agreement or any Task Order held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.

D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Main Agreement and any Task Order will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Specific Project is not completed, then no later than the date of Owner's last payment to Engineer under the applicable Task Order.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (as defined herein), terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of a specific Task Order.

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3. Agreement—This written contract for professional services between Owner and Engineer, including the Main Agreement, all exhibits and appendices to the Main Agreement identified in Paragraphs 8.01 and 8.02, all duly executed amendments, and all Task Orders, including all exhibits and duly executed amendments to such Task Orders.

    a. Main Agreement—See definition at Paragraph 7.01.A.28 below.

4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of a specific Task Order.

6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.

7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

9. Constituents of Concern—Asbestos, petroleum, radioactive materials, 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.

10. Construction Contract—The entire and integrated written contract between the Owner and Contractor concerning the Work.

11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.

12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

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13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

14. Construction Cost—The cost to Owner of the construction of those portions of a Specific Project designed or specified by or for Engineer under a Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to a Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

16. Contractor—The entity or individual with which Owner enters into a Construction Contract.

17. Documents—All documents expressly identified as deliverables in this Main Agreement or in any Task Order, whether in printed or Electronic Document form, required to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.

18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. Effective Date of the Main Agreement—The date indicated in this Main Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Main Agreement is signed and delivered by the last of the two parties to sign and deliver.

20. Effective Date of the Task Order—The date indicated in a specific Task Order on which the Task Order becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.

21. Electronic Document—Any Specific Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

22. Electronic Means—Electronic mail (email), upload/download from a secure Specific Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by

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the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

23. Engineer—The individual or entity named as such in this Main Agreement.
24. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to a Specific Project as an independent contractor.
25. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
26. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
27. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
28. Main Agreement—The portion of the Agreement containing the general terms and conditions of the contract between Owner and Engineer, applicable to all Task Orders, including but not limited to provisions regarding task order procedures, Owner responsibilities, invoice and payment procedures, standard of care, ownership of documents, suspension and termination, and definitions.
29. Owner—The individual or entity named as such in this Main Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
30. Record Drawings—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
31. Resident Project Representative—As authorized by a specific Task Order, the representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR (if any) will be as set forth in each Task Order.

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32. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

33. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

34. Site—Lands or areas to be indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

35. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

36. Specific Project—A specifically identified and defined total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.

37. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to a Specific Project as an independent contractor.

38. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

39. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

40. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the

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purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

41. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

42. Task Order—A document executed under this Main Agreement by Owner and Engineer (including incorporated exhibits and amendments if any), stating the scope of services, Engineer's compensation, times for performance of services, and other relevant information.

43. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.

44. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

45. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

46. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

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ARTICLE 8—EXHIBITS AND APPENDICES TO MAIN AGREEMENT; TASK ORDER FORM; EXHIBITS TO TASK ORDER; SPECIAL PROVISIONS

8.01 Exhibits to Main Agreement

The following exhibits are incorporated by reference and included as part of this Main Agreement, and as such are applicable to all Task Orders:

A. Reserved.

B. Reserved.

C. Exhibit C, Amendment to Main Agreement (form).

D. Reserved.

E. Reserved.

F. Exhibit F, Electronic Documents Protocol (EDP).

G. Exhibit G, Insurance.

H. Reserved

I. Exhibit I, Limitations of Liability.

8.02 Appendices to Main Agreement

A. The following appendices are incorporated by reference and made a part of this Main Agreement:

1. Appendix 1—Standard Hourly Rates Schedule & Reimbursable Expenses Schedule

8.03 Resource Documents: Task Order Form and Exhibits to Task Order

A. The parties acknowledge the accompanying documents, "Part 3 of 4: Task Order Form" and "Part 4 of 4: Exhibits to Task Order." These documents are a resource for the parties' use when a specific Task Order is issued. To the extent practical and applicable to a Specific Project, the parties will use the Task Order Form and Exhibits to Task Order as the basis for preparing the specific Task Order and its exhibits. The Task Order Form and Exhibits to Task Order are not a part of this Main Agreement or binding on the parties except to the extent they serve as the basis for a duly executed Task Order and its exhibits.

8.04 Executed Task Orders and Their Exhibits

A. When a specific Task Order is duly executed by Owner and Engineer, the Task Order and its exhibits become an integral part of the Agreement, governed by the Main Agreement and its exhibits.

8.05 Total Agreement; Amendments to Main Agreement and Task Orders

A. This Agreement (as defined herein) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings.

B. Amendments:

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1. This Main Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Such written instruments should be based whenever possible on the format of Exhibit C to this Main Agreement.
2. Amendments and modifications to a Task Order may be made by execution of a new, expressly related Task Order, or by execution of a written amendment to the Task Order.
3. Nothing in any Task Order will be construed as revising or modifying the terms and conditions of the Main Agreement or its exhibits, except as expressly stated in such Task Order.

8.06 Designated Representatives

A. With the execution of this Main Agreement, Engineer and Owner shall each designate a specific individual to act as representative under the Main Agreement. Such an individual must have authority to execute Task Orders, transmit instructions, receive information, and render decisions with respect to this Main Agreement, on behalf of the party that the individual represents.

B. With the execution of each Task Order, Engineer and Owner shall each designate a specific individual to act as representative with respect to the Task Order. Such individual must have authority to transmit instructions, receive information, and render decisions with respect to the specific Task Order, on behalf of the party that the individual represents.

8.07 Engineer's Certifications

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.07:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.08 Conflict of Interest

A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer’s paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.

B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:

1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict

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of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

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This Main Agreement's Effective Date is **September 1, 2026**.

Owner: City of Dickinson	Engineer: Interstate Engineering, Inc
(name of organization)	(name of organization)
By: (individual's signature)	By: (individual's signature)
Date: (date signed)	Date: 9/25/26 (date signed)
Name: (typed or printed)	Name: Rebecca Berner (typed or printed)
Title: (typed or printed)	Title: PE,RVP,Client Manager (typed or printed)
Attach evidence of authority to sign.	Attach evidence of authority to sign.
Attest: (individual's signature)	Attest: (individual's signature)
Title: (typed or printed)	Title: Admin. Assistant (typed or printed)
Address for giving notices:	Address for giving notices:
38 1st Street West	1260 West Villard Street
Dickinson, ND 58601	Dickinson, ND 58601
Designated Representative:	Designated Representative:
Name: Joshua Skluzacek (typed or printed)	Name: Rebecca Berner (typed or printed)
Title: City Engineer (typed or printed)	Title: PE, NDW RVP (typed or printed)
Address:	Address:
38 1st Street West	1260 West Villard Street
Dickinson, ND 58601	Suite 2
	Dickinson, ND 58601
Phone: 701-456-7020	Phone: 701-483-4708
Email: Joshua.skluzacek@dickinsongov.com	Email: Rebecca.berner@interstateeng.com

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EXHIBIT A—RESERVED

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EXHIBIT B—RESERVED

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EXHIBIT C—AMENDMENT TO MAIN AGREEMENT FORM

AMENDMENT TO MAIN AGREEMENT

Amendment No. **[Enter Amendment Number]**

Owner: **City of Dickinson**
Engineer: **Interstate Engineering, Inc**
Effective Date of Agreement:
Nature of Amendment: (Check those that apply)

☐ Modifications to responsibilities of Owner
☐ Modifications of payment to Engineer
☐ Modifications to term of Main Agreement
☐ Modifications to other terms and conditions of the Main Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.]

Owner and Engineer hereby agree to modify the above-referenced Main Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner: City of Dickinson	Engineer: Interstate Engineering, Inc
_____ (typed or printed name of organization)	_____ (typed or printed name of organization)
By: _____ (individual's signature)	By: _____ (individual's signature)
(Attach evidence of authority to sign.)	(Attach evidence of authority to sign.)
Date: _____ (date signed)	Date: _____ (date signed)
Name: _____ (typed or printed)	Name: _____ (typed or printed)
Title: _____ (typed or printed)	Title: _____ (typed or printed)

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EXHIBIT D—RESERVED

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EXHIBIT E—RESERVED

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EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

Paragraph 6.03 of the Main Agreement is supplemented by the following Exhibit F Paragraph 1.01 and Exhibit F—Attachment 1: Software Requirements for Electronic Document Exchange:

1.01 Electronic Documents Protocol

A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals. References to “Project” will mean the Specific Project, or the facilities program or other combination of projects undertaken with Engineer’s involvement, as the case may be.

1. Basic Requirements

a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.

b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.

c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.

d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with Owner, Engineer, or any Contractor or other entity directly contracted with the Owner to furnish Project-related services. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the Owner or Engineer.

e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any

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applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or (3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.

2. System Infrastructure for Electronic Document Exchange

   a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.

      1) The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP is **4MB**. Attachments larger than that may be exchanged using large file transfer functions or physical media.

      2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

   b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

   c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

   d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its costs associated with the revisions to the EDP, delayed adoption of this exhibit, or implementation of other Electronic Documents protocols.

   e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless

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this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the Parties may rely for document archiving during the specified term of operation of such project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.

f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.

g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

B. Software Requirements for Electronic Document Exchange; Limitations

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.

a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

C. Format and Distribution of Deliverables

1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to Owner. Exhibit A of each specific Task Order identifies various Documents that Engineer is required to deliver to Owner as part of Engineer's services; Exhibit B of each specific Task Order is a schedule of such Documents. Engineer will transmit such Documents to Owner in the formats identified in Attachment 1 to this Protocol. If no specific format is identified for a deliverable Document, the format will be Portable Document Format (PDF).

2. If a Document will be distributed to third parties, such as prospective bidders and contractors, reviewing agencies, or lenders, the transmittal format for distribution will

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be as identified in Attachment 1 to this Protocol; provided, however, that if a format for distribution of a specific Document is expressly stated in a specific Exhibit A, then the Exhibit A format will take precedence. If no specific format is identified for distribution of a deliverable Document to third parties, the format will be Portable Document Format (PDF).

a. If a format for Document distribution other than Portable Document Format (PDF) is specified, Owner shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:

   1) The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely, and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third party's application, or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.

   2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or Owner arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.

   3) The third party shall indemnify and hold harmless Owner, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.

   4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction Contract Documents and any specific instructions or conditions established by Owner.

b. If Engineer is required to assist or participate in obtaining such releases from third parties, such services will be categorized as Additional Services.

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D. Requests by Project-Related Parties for Electronic Documents in Other Formats

1. Owner may release (or direct Engineer to release) an Electronic Document version of a Document prepared by or for Engineer, including but not limited to a deliverable Document as set forth in Exhibit F Paragraph 1.01.C, in a format other than those identified in Exhibit F Paragraph 1.01.B or 1.01.C of the Electronic Documents Protocol, or elsewhere in the Agreement, only if (a) a Contractor or other Project-related party (Requesting Party) makes a good faith request for such release, (b) Owner determines in its sole discretion that such release is prudent and will be beneficial to the Project, and (c) Owner obtains Requesting Party's written consent to the four conditions set forth in Exhibit F Paragraph 1.01.C.2.a.1-4 above.

2. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under this Exhibit F Paragraph 1.01.D are Additional Services. Such services may include but are not limited to preparing the data in a manner deemed appropriate by Engineer. Owner may require reimbursement from the Requesting Party for the cost of such Additional Services, but compensation by Owner to Engineer for the Additional Services is not contingent upon Owner obtaining reimbursement from the Requesting Party.

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EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Not Applicable

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EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Main Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

A. In accordance with Paragraph 6.04.A of the Main Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	$500,000
Each employee	$500,000
Policy limit	$500,000
Commercial General Liability	
General Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	$1,000,000
Each Accident	$1,000,000
Property Damage	
Each Accident	$1,000,000
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000
Excess or Umbrella Liability	
Each Occurrence	$5,000,000
General Aggregate	$5,000,000
Professional Liability	
Each Claim	$1,000,000
Annual Aggregate	$1,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	$1,000,000
General Aggregate	$1,000,000
Other Insurance [Specify]	
Each Claim	$
General Aggregate	$

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B. In accordance with Paragraph 6.04.C of the Main Agreement, the insurance that Owner must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	$500,000
Each employee$	$500,000
Policy limit	$500,000
Commercial General Liability	
General Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	$1,000,000
Each Accident	$1,000,000
Property Damage	
Each Accident	$1,000,000
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000
Excess or Umbrella Liability	
Each Occurrence	$2,000,000
General Aggregate	$2,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	$
General Aggregate	$
Other Insurance [Specify]	
Each Claim	$
General Aggregate	$

1.02 Additional Insureds

A. Owner shall cause Engineer, its Subconsultants, and its Engineer's Subcontractors to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project. The following individuals or entities are to be listed on Owner's general liability policies of insurance (and on Contractor's policies required under Paragraph 6.04.D of the Main Agreement) as additional insureds:

Name of Additional Insured	Address
Interstate Engineering, Inc.	**1903 12th Ave. SW**
	Jamestown, ND 58402

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B. During the term of this Main Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.

C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.

D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

E. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

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EXHIBIT H—DISPUTE RESOLUTION

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EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph(s) **1.01, Mutual Indemnification-and 1.02, Limitation of Engineer's Liability**:

1.01 Mutual Indemnification

A. Indemnification by Owner: Only to the extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

1.02 Limitation of Engineer's Liability

A. Engineer's Liability Limited to Amount of Insurance Proceeds: Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors (hereafter "Owner's Claims"), will be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to the Engineer's insurers or in settlement or satisfaction, in whole or in part, of Owner's Claims, and (2) 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 applicable insurance policies up to the amount of insurance required under this Agreement.

1. Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal.

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CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh McLennan Agency
505 Broadway North, Suite 100
Fargo ND 58102

CONTACT NAME: Desiree Schweigert
PHONE (A/C, No, Ext): 701-237-3311 **FAX (A/C, No):** 701-232-4442
E-MAIL ADDRESS: Desiree.Schweigert@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Phoenix Insurance Company	25623
INSURER B : Travelers Property Casualty Co	25674
INSURER C : Travelers Casualty and Surety	19038
INSURER D :	
INSURER E :	
INSURER F :	

INSURED INTEENG-03
Interstate Engineering, Inc.
PO Box 2035
Jamestown ND 58402

COVERAGES **CERTIFICATE NUMBER:** 1426528458 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			6302F075107	11/18/2025	11/18/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			8101L455365	11/18/2025	11/18/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X **UMBRELLA LIAB** X OCCUR			CUP9J280934	11/18/2025	11/18/2026	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 0							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		UB7J593469	11/18/2025	11/18/2026	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation applies to: Minnesota, South Dakota, and Montana. Workers Compensation policy includes North Dakota and Wyoming Stop Gap Employer's Liability coverage.

CERTIFICATE HOLDER

City of Dickinson
38 1st Street
West Dickinson ND 58601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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INTERSTATE ENGINEERING

SCHEDULE OF RATES /REIMBURSABLE EXPENSES
APPENDIX #1

	Hourly Rate
Engineers	
ENG I	$ 137.00
ENG II	$ 152.00
ENG III	$ 167.00
ENG IV	$ 182.00
ENG V	$ 197.00
ENG VI	$ 212.00
ENG VII	$ 227.00
ENG VIII	$ 242.00
ENG IX	$ 262.00
ENG X	$ 280.00
Surveyors	
SURV I	$ 113.00
SURV II	$ 128.00
SURV III	$ 143.00
SURV IV	$ 158.00
SURV V	$ 173.00
SURV VI	$ 188.00
SURV VII	$ 203.00
SURV VIII	$ 218.00
SURV IX	$ 233.00
SURV X	$ 255.00

	Hourly Rate
Planners	
PLANNER I	$ 125.00
PLANNER II	$ 150.00
PLANNER III	$ 175.00
PLANNER IV	$ 200.00
PLANNER V	$ 225.00
Landscape Architects	
LA I	$ 120.00
LA II	$ 140.00
LA III	$ 160.00
LA IV	$ 180.00
LA V	$ 200.00
Funding	
FUNDING I	$ 125.00
FUNDING II	$ 150.00
FUNDING III	$ 175.00
FUNDING IV	$ 200.00
Administrative	
ADMIN I	$ 93.00
ADMIN II	$ 100.00
ADMIN III	$ 107.00

	Hourly Rate
Technicians	
TECH I	$ 92.00
TECH II	$ 107.00
TECH III	$ 122.00
TECH IV	$ 137.00
TECH V	$ 152.00
TECH VI	$ 167.00
TECH VII	$ 182.00
TECH VIII	$ 197.00
TECH IX	$ 212.00
TECH X	$ 235.00
GIS	
GIS I	$ 120.00
GIS II	$ 140.00
GIS III	$ 160.00
GIS IV	$ 180.00
GIS V	$ 200.00
Information Technologists	
IT I	$ 145.00
IT II	$ 195.00
Expert Witness	$ 400.00

CHARGEABLE EXPENSES

Subsistence	Actual cost
Subconsultant Services – Geotechnical	Actual cost plus 15%
Subconsultant Services – Other	Actual cost plus 10%
Survey Materials Required	Actual cost plus 25%
Plat Certification per Certification	$35.00
Recordation per Monument	$35.00
24" x 36" Prints per Page	$9.00
Other Miscellaneous Project Expenses	Actual cost

Travel Vehicle	$0.85 per mile
Survey Vehicle	$0.95 per mile
ATV	$75.00 per day
ATV with Tracks	$125.00 per day
UTV	$150.00 per day
UTV with Tracks	$200.00 per day
Snowmobile	$200.00 per day

Any and all sales and use tax, TERO or other special fees which apply to this contract.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the specific Agreement between Owner and Engineer, and the controlling Laws and Regulations.

EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition, is published in four parts: (1) the Main Agreement (general provisions governing all Task Orders)(see below); (2) the Exhibits to Main Agreement; (3) the Task Order Form; and (4) the Exhibits to Task Order. The Main Agreement contains a Guidelines for Use section that pertains to all four parts of E-505.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES— TASK ORDER EDITION

PART 1 OF 4: MAIN AGREEMENT

Prepared by

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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AMERICAN SOCIETY OF CIVIL ENGINEERS

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AGREEMENT BETWEEN OWNER AND ENGINEER

FOR PROFESSIONAL SERVICES—TASK ORDER EDITION

MAIN AGREEMENT

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES—TASK ORDER EDITION

MAIN AGREEMENT

THIS IS AN AGREEMENT effective as of **September 1, 2026** ("Effective Date of Agreement) between **City of Dickinson** and **Interstate Engineering**. Other terms used in the Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Main Agreement sets forth the general terms and conditions that apply to all duly executed Task Orders.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 General

A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project, or for a portion of a Specific Project.

B. The Main Agreement is not a commitment by Owner to issue any Task Orders.

C. Engineer will not be obligated to perform any prospective Task Order unless and until (1) Owner and Engineer agree to the particulars of the assignment, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters, and include such particulars in the Task Order, and (2) Owner and Engineer both sign the Task Order.

D. Each duly executed Task Order will be subject to the terms and conditions of (a) this Main Agreement; (b) the Main Agreement's exhibits; (c) any executed written amendments of the Main Agreement (see Exhibit C); (d) the specific Task Order itself; (e) the specific Task Order's exhibits; and (f) any amendments or modifications of the specific Task Order.

E. **In the event of any conflict or inconsistency between this Main Agreement, Part 1, and any other document executed by the parties, including, but not limited to any Exhibit or Task Order Form, the provisions of this Main Agreement, Part 1, shall control.**

F. **In the event of any conflict between the terms of this Agreement and the terms of any document issued by Owner, the terms of this Agreement prevail.**

1.02 Task Order Procedure

A. The general recommended format of a Task Order is presented in the accompanying Task Order Form. Commonly-used Task Order exhibits are presented in the accompanying Exhibits to Task Order document.

B. Each specific Task Order will indicate:

1. Project Background Data;

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2. Specific services to be performed by Engineer ("Scope"), including key deliverables;
3. Additions or Modifications to Owner's Responsibilities;
4. Task Order Schedule;
5. Engineer's Compensation for Task Order; and
6. Primary Subconsultants, if any.

C. With respect to the Engineer's scope of services under a specific Task Order, each specific Task Order will either (1) be accompanied by and incorporate an Exhibit A, "Engineer's Services Under Task Order," and Exhibit B, "Deliverables Schedule," prepared for the specific Task Order, or (2) state a customized scope of services and deliverables schedule in the Task Order document itself or in an attachment.

D. Upon signature of the Task Order by both parties (but no earlier than the Effective Date of the specific Task Order), Engineer will commence performance and furnish, or cause to be furnished, the services authorized by the Task Order.

E. Task Orders may be amended as set forth in Paragraph 8.05.B of this Main Agreement.

1.03 Management of Engineering Services

A. All phases of Engineer's services under each Task Order will include management of Engineer's Specific Project responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.

1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:

   a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in Exhibit B to Task Order.

   b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.

   c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.

2. Develop and submit detailed work plans from Exhibit A to Task Order tasks.
3. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.
4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Specific Project that may affect, or be affected by, Engineer's services or resulting construction.
5. Prepare and submit **periodic** engineering services progress reports to the Owner. Include a summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.

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6. Special Invoicing: In addition to, or as a substitute for, Engineer's standard invoicing, for each invoice provide the specified additional information or documentation, following the invoicing procedures indicated: **Not Applicable**

7. Conduct ongoing management tasks, including:

   a. Maintaining communications records and files pertaining to or arising from Engineer's services;

   b. With respect to Engineer's services and other directly relevant parts of the Specific Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and

   c. Preparing agendas prior to and minutes following all Engineer-led meetings.

B. Unless a different standard is expressly set forth in a specific Task Order, in all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with **Engineer's CAD standards** using AutoCad Civil 3D software.

C. The source documents for the draft and final Specifications in all phases of Engineer's services will be **Owner's standard specifications** unless a different source document is expressly identified in the specific Task Order.

1.04 Sequencing and Coordination

A. For each Task Order, the Work to be designed or specified by Engineer, upon which the Engineer's scope has been established, will be performed or furnished under one prime Construction Contract, unless specified otherwise in the Task Order.

B. If the Work designed or specified by Engineer under a specific Task Order is to be performed or furnished under more than one prime Construction Contract, or if Engineer's services are to be separately sequenced with the work of one or more of Owner's consultants or contractors (such as in the case of fast-tracking), then:

   1. the Task Order's Deliverables Schedule will account for the need to sequence and properly coordinate Engineer's services as applicable to the Work under the Construction Contracts; or

   2. If the Task Order does not address such sequencing and coordination, then Owner and Engineer will jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order, whether the work under such contracts is to proceed concurrently or sequentially.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Application of Owner's Responsibilities

A. The responsibilities of Owner set forth in Article 2 apply to each Specific Project and each specific Task Order. Supplemental responsibilities of Owner applicable only to a specific Task Order may be stated in the specific Task Order.

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2.02 Project Information

A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of the Specific Project, including Owner's:

1. design objectives and constraints;
2. space, capacity, and performance requirements;
3. flexibility and expandability needs;
4. design and construction standards;
5. budgetary limitations; and
6. any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

B. Following Engineer's assessment of initially-available 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 information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services under the Task Order; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Surveys, Mapping, and Utility Documentation.
4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
7. Data or consultations as required for the specific Task Order but not otherwise identified in this Agreement.

C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

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D. If a specific Task Order requires Engineer to assist Owner in collating the various cost categories that comprise Total Project Costs, Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice).

E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications prepared or furnished under a Task Order will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.

F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A to Task Order.

G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Specific Project.

2.03 Owner's Instructions Regarding Bidding and Construction Contract Documents

A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:

1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in draft Construction Contract Documents;

2. insurance and bonding requirements;

3. protocols for electronic transmittals during bidding and construction;

4. Owner's safety and security programs applicable to Contractor and other Constructors;

5. diversity and other social responsibility requirements;

6. bidding and contract requirements of funding, financing, or regulatory entities;

7. other specific conditions applicable to the procurement of construction or contract documents;

8. any other information necessary for Engineer to assist Owner in preparing, for each Specific Project, bidding-related documents (or requests for proposals or other construction procurement documents) and Construction Contract Documents.

B. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise) and other engineering or technical matters.

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1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. Owner shall place and pay for advertisements for Bids in appropriate publications.

2.04 Owner-Furnished Services

A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for each Specific Project:

1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.

3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.

B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for each Specific Project.

D. With respect to the portions or phases of each Specific Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:

1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and

2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Specific Project.

E. Owner may delegate to a Contractor or others the responsibilities set forth in Paragraphs 2.04.B, C and D.

2.05 Owner's General Responsibilities

A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement and under each Task Order.

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B. Owner will provide Engineer with Owner's budget for each Specific Project, including type and source of funding to be used and will promptly inform Engineer if the budget or funding sources change.

C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement and under each Task Order.

D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement and under each Task Order.

E. 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 of its services.

F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement or any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement or any Task Order, subject to any express limitations or reservations applicable to the furnished items.

G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

   1. any development that affects the scope or time of performance of Engineer's services;

   2. the presence at the Site of any Constituent of Concern; or

   3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to a Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, then Owner shall define and set forth, in an exhibit to the governing Task Order, the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

J. Owner shall:

   1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

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2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
    a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
    b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
3. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of each Task Order, as required.
4. Perform or provide the following:
    a. All other Owner responsibilities expressly identified in any Task Order, not otherwise set forth in this Agreement.

2.06 Payment

A. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4.

ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES

3.01 Term

A. This Agreement will be effective and applicable to Task Orders issued hereunder for **five (5) y**ears from the Effective Date of the Agreement.

B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 Commencement

A. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

3.03 Time for Completion

A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order.

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, will be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of a Specific Project, or of Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

D. If the Contract Times to complete the Work under a Construction Contract are extended beyond the period stated in the governing Task Order, Owner will pay Engineer for the additional services during the extension based on the Standard Hourly Rates Method of Payment.

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E. If Engineer fails, for reasons within the control of Engineer, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices; the terms of any progress reporting and special invoicing requirements in Paragraph 1.03, or as otherwise required in Exhibit A to the Task Order; and with the applicable terms of Appendix 1 to Main Agreement, Reimbursable Expenses Schedule, and Appendix 2 to Main Agreement, Standard Hourly Rates Schedule. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.

B. Disputed Invoices: 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, subject to the terms of Article 4. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.

C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of **1.5%** per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and

2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.

D. Sales or Use Taxes: If after the Effective Date of a Task Order any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of this Main Agreement and the specific Task Order.

4.03 Basis of Compensation

A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services must be identified in each specific Task Order (Task Order Form,

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Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.

B. The three following bases of compensation are used for services under Task Orders, as identified in each specific Task Order:

1. Lump Sum (plus any expenses expressly eligible for reimbursement)
2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

C. The terms and conditions applicable to each of the three compensation methods are set forth in Paragraph 4.04.

4.04 Explanation of Compensation Methods

A. Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Engineer's services and services of Engineer’s Subcontractors and Subconsultants, if any. The Lump Sum constitutes full and complete compensation for Engineer’s services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Engineer’s Subcontractor and Subconsultant charges.
3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges):

   a. **Reimbursable expenses to be identified in each specific Task Order, as applicable.**

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services completed during the billing period to the Lump Sum.

B. Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph 4.05 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Agreement as Appendices 1 and 2.

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4. The total estimated compensation for the specified category of services will be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).

5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).

6. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of **February** 1) to reflect equitable changes in the compensation payable to Engineer.

C. Direct Labor Costs Times a Factor

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of **(TBD with each specific Task Order, as applicable)** for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph 4.05 below, and Appendix 1.

2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.

3. The total estimated compensation for the specified category of services must be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).

4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).

5. The Reimbursable Expenses Schedule, Direct Labor Costs, and the factor applied to Direct Labor Costs will be adjusted annually (**approximately February of each year**) to reflect equitable changes in the compensation payable to Engineer.

4.05 Reimbursable Expenses

A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount includes the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Engineer's Subcontractor and Subconsultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in Paragraph 4.04.A.3 above.

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B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order:

1. Transportation (including mileage), lodging, and subsistence incidental thereto;
2. Providing and maintaining field office facilities including furnishings and utilities;
3. Consultant charges; and
4. Other expenses identified in Appendix 1.

C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods must be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.

D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of **1.0, unless for survey materials, then a factor of 1.25 is applicable**.

E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges will be the amount billed by such Consultants to Engineer times a factor of **1.1, unless geotechnical services, then a factor of 1.15 is applicable**.

F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

4.06 Other Provisions Concerning Payment

A. Estimated Compensation Amounts

1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination for Owner's convenience of Engineer's services under the Task Order. Upon notice, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services under the Task Order for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an

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increase in the compensation due Engineer or a reduction in the remaining services, then Engineer will be paid for all services rendered.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

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

5.02 Opinions of Total Project Costs

A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. Standard of Care: 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.

B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. 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.

D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, 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.

E. Compliance with Laws and Regulations, and Policies and Procedures

1. Engineer and Owner shall comply with applicable Laws and Regulations.

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2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date of the Task Order to Laws and Regulations,

   b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures, and

   c. changes after the Effective Date of the Task Order to Owner-provided written policies or procedures.

F. General Conditions of Construction Contract: The general conditions for any construction contract documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in this Agreement.

G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under a specific Task Order, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.

H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence the Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.

I. 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 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.

J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.

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L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

M. Engineer's services do not include providing legal advice or representation.

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, or (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.

O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

A. **Paragraph Omitted**

B. **All intellectual property rights, including, but not limited to, all copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated with the foregoing, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are invented, created, owned by, licensed to, controlled by or otherwise originated with Engineer whether delivered to Owner under this Agreement or not, shall be owned by Engineer. Engineer hereby grants Owner a non-exclusive, non-assignable, non-transferrable, non-sublicensable, revocable license, to use the documents (whether complete or incomplete) solely for the purposes of completing the Project, subject to receipt by Engineer of full payment due and owing for all Services relating to preparation of such documents, and subject to the following limitations:**

1. Owner acknowledges that the Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project or Specific 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 for a Specific Project, 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 Consultants.

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~~

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~~modification of the Documents for a Specific Project without written verification, completion, or adaptation by Engineer~~.

4. **Any** limited license **granted** to Owner **under this Paragraph** shall not **grant or** create any rights **to** third parties.

5. Nothing herein limits the Engineer's right of use or reuse of Previously/Independently Created Works or any of Engineer's non-Document work product.

6. **Engineer reserves all rights not expressly granted to Owner in this Agreement. Except for any limited licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Owner or any third-party any Intellectual Property Rights or other right.**

7. **Without limiting the generality of the foregoing, nothing in this Agreement shall be interpreted to transfer ownership of or license to Intellectual Property Rights in any video footage prepared by the Engineer whether for this Project or otherwise. Engineer grants to Owner a limited, revocable, non-transferable, non-sublicensable, license to use drone footage captured by Engineer of the Project. This license is conditioned on receipt by Engineer of full payment due and owing from Owner.**

C. If Engineer, at Owner's request, verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

D. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.

E. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, all correspondence, Documents, text, data, drawings, information, and graphics related to each Specific Project, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).

1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP or in a specific Task Order.

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2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.

B. If this Agreement does not include Exhibit F, or a specific Task Order expressly excludes the application of Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.

C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.

D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G.

B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:

1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;

2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and

4. not seek contribution from insurance maintained by the additional insured.

C. Owner shall procure and maintain insurance as set forth in Exhibit G.

D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.

E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

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1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation made available for review under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.

F. All construction contracts entered into by Owner with respect to a Specific Project must require builder's risk or similar property insurance, **where applicable**.

G. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so, requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services under a specific Task Order for up to 90 days upon 7 days' written notice to Engineer.

2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under a Task Order:

a. if Owner has failed to pay Engineer for invoiced services and expenses under that Task Order, as set forth in Paragraphs 4.02.B and 4.02.C;

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b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or

c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under the Task Order.

3. A suspension under a specific Task Order, whether by Owner or Engineer, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. Termination for Cause—Task Order

1. Either party may terminate a Task Order 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 this Agreement and the specific Task Order, through no fault of the terminating party.

a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph 6.05.B.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 6.05.B.1, Engineer may terminate a Task Order 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 the Engineer's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or

c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.

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

C. Termination for Cause—Main Agreement: In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon 7 days' notice Engineer may terminate this Main Agreement and all Task Orders.

D. Termination for Convenience by Owner: Owner may terminate a Task Order or this Main Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.

E. Effective Date of Termination: If Owner terminates the Main Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later

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than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. Engineer shall be entitled to compensation for such tasks.

F. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services that have been performed or furnished in accordance with this Main Agreement and the specific Task Order, and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.

1. If Owner has terminated a Task Order 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 Documents will be resolved in accordance with the dispute resolution provisions of this Main Agreement or as otherwise agreed in writing.

2. If Owner has terminated the Main Agreement for convenience, or if Engineer has terminated a Task Order 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 this Main Agreement.

6.06 Successors, Assigns, and Beneficiaries

A. 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 6.06.B 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 Main Agreement and any Task Order issued under this Main Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Main Agreement, or in any Task Order, 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 Main Agreement or any Task Order.

C. Unless expressly provided otherwise in this Main Agreement:

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

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2. Nothing in this Main Agreement or in any Task Order will 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 them.

3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in all Construction Contracts associated with this Main Agreement and its Task Orders.

6.07 Dispute Resolution

A. **Should any disputes arise regarding the Main Agreement or any Task Order, the parties shall be entitled to pursue any remedies available to them under North Dakota law.**

B. ~~Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.~~

C. ~~Mediation: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Main Agreement or any Task Order hereunder, or to any breach of this Main Agreement or any Task Order ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.~~

D. ~~If the parties fail to resolve a dispute through mediation under Paragraph 6.07.B, then either or both may invoke the applicable dispute resolution procedures of Exhibit H. If Exhibit H is not included, or if no applicable dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.~~

6.08 Controlling Law; Venue

A. This Main Agreement and all Task Orders (unless expressly stated otherwise) are to be governed by the Laws and Regulations of the state in which the **principal office of the Owner is located: North Dakota.**

B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Owner's principal office; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which Owner's principal office is located.

6.09 Environmental Condition of Site

A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order), Owner represents to Engineer that, as of the Effective Date of the Task Order, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. Undisclosed Constituents of Concern. For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.

1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained

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pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.

2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.

3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.

C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that for all Task Orders the Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Specific Project adversely affected thereby until such portion of the Specific Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

E. If the presence at a Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under a specific Task Order, then:

1. if the adverse effects do not preclude Engineer from completing its Specific Project services in general accordance with the Task Order on unaffected or marginally affected portions of the Specific Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Task Order will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or

2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its Specific Project services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate the Task Order for cause on 7 days' written notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are

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or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, ~~but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors.~~ This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

B. Environmental Indemnification: **Only to the extent permitted under North Dakota law**, ~~To the fullest extent permitted by Laws and Regulations~~, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under a Site, provided that:

1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and

2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

C. ~~No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.~~

D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, 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, any Task Order, or a Specific Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use

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or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

A. Notices: Any notice required under this Main Agreement or a Task Order will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All notices must be effective upon the date of receipt.

B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Main Agreement or in a Task Order will survive completion or termination for any reason.

C. Severability: Any provision or part of the Main Agreement or any Task Order held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.

D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Main Agreement and any Task Order will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Specific Project is not completed, then no later than the date of Owner's last payment to Engineer under the applicable Task Order.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (as defined herein), terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of a specific Task Order.

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3. Agreement—This written contract for professional services between Owner and Engineer, including the Main Agreement, all exhibits and appendices to the Main Agreement identified in Paragraphs 8.01 and 8.02, all duly executed amendments, and all Task Orders, including all exhibits and duly executed amendments to such Task Orders.

    a. Main Agreement—See definition at Paragraph 7.01.A.28 below.

4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of a specific Task Order.

6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.

7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

9. Constituents of Concern—Asbestos, petroleum, radioactive materials, 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.

10. Construction Contract—The entire and integrated written contract between the Owner and Contractor concerning the Work.

11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.

12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

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13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

14. Construction Cost—The cost to Owner of the construction of those portions of a Specific Project designed or specified by or for Engineer under a Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to a Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

16. Contractor—The entity or individual with which Owner enters into a Construction Contract.

17. Documents—All documents expressly identified as deliverables in this Main Agreement or in any Task Order, whether in printed or Electronic Document form, required to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.

18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. Effective Date of the Main Agreement—The date indicated in this Main Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Main Agreement is signed and delivered by the last of the two parties to sign and deliver.

20. Effective Date of the Task Order—The date indicated in a specific Task Order on which the Task Order becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.

21. Electronic Document—Any Specific Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

22. Electronic Means—Electronic mail (email), upload/download from a secure Specific Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by

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the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

23. Engineer—The individual or entity named as such in this Main Agreement.
24. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to a Specific Project as an independent contractor.
25. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
26. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
27. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
28. Main Agreement—The portion of the Agreement containing the general terms and conditions of the contract between Owner and Engineer, applicable to all Task Orders, including but not limited to provisions regarding task order procedures, Owner responsibilities, invoice and payment procedures, standard of care, ownership of documents, suspension and termination, and definitions.
29. Owner—The individual or entity named as such in this Main Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
30. Record Drawings—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
31. Resident Project Representative—As authorized by a specific Task Order, the representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR (if any) will be as set forth in each Task Order.

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32. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

33. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

34. Site—Lands or areas to be indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

35. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

36. Specific Project—A specifically identified and defined total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.

37. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to a Specific Project as an independent contractor.

38. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

39. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

40. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the

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purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

41. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

42. Task Order—A document executed under this Main Agreement by Owner and Engineer (including incorporated exhibits and amendments if any), stating the scope of services, Engineer's compensation, times for performance of services, and other relevant information.

43. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.

44. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

45. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

46. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

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ARTICLE 8—EXHIBITS AND APPENDICES TO MAIN AGREEMENT; TASK ORDER FORM; EXHIBITS TO TASK ORDER; SPECIAL PROVISIONS

8.01 Exhibits to Main Agreement

The following exhibits are incorporated by reference and included as part of this Main Agreement, and as such are applicable to all Task Orders:

A. Reserved.

B. Reserved.

C. Exhibit C, Amendment to Main Agreement (form).

D. Reserved.

E. Reserved.

F. Exhibit F, Electronic Documents Protocol (EDP).

G. Exhibit G, Insurance.

H. Reserved

I. Exhibit I, Limitations of Liability.

8.02 Appendices to Main Agreement

A. The following appendices are incorporated by reference and made a part of this Main Agreement:

1. Appendix 1—Standard Hourly Rates Schedule & Reimbursable Expenses Schedule

8.03 Resource Documents: Task Order Form and Exhibits to Task Order

A. The parties acknowledge the accompanying documents, "Part 3 of 4: Task Order Form" and "Part 4 of 4: Exhibits to Task Order." These documents are a resource for the parties' use when a specific Task Order is issued. To the extent practical and applicable to a Specific Project, the parties will use the Task Order Form and Exhibits to Task Order as the basis for preparing the specific Task Order and its exhibits. The Task Order Form and Exhibits to Task Order are not a part of this Main Agreement or binding on the parties except to the extent they serve as the basis for a duly executed Task Order and its exhibits.

8.04 Executed Task Orders and Their Exhibits

A. When a specific Task Order is duly executed by Owner and Engineer, the Task Order and its exhibits become an integral part of the Agreement, governed by the Main Agreement and its exhibits.

8.05 Total Agreement; Amendments to Main Agreement and Task Orders

A. This Agreement (as defined herein) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings.

B. Amendments:

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1. This Main Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Such written instruments should be based whenever possible on the format of Exhibit C to this Main Agreement.
2. Amendments and modifications to a Task Order may be made by execution of a new, expressly related Task Order, or by execution of a written amendment to the Task Order.
3. Nothing in any Task Order will be construed as revising or modifying the terms and conditions of the Main Agreement or its exhibits, except as expressly stated in such Task Order.

8.06 Designated Representatives

A. With the execution of this Main Agreement, Engineer and Owner shall each designate a specific individual to act as representative under the Main Agreement. Such an individual must have authority to execute Task Orders, transmit instructions, receive information, and render decisions with respect to this Main Agreement, on behalf of the party that the individual represents.

B. With the execution of each Task Order, Engineer and Owner shall each designate a specific individual to act as representative with respect to the Task Order. Such individual must have authority to transmit instructions, receive information, and render decisions with respect to the specific Task Order, on behalf of the party that the individual represents.

8.07 Engineer's Certifications

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.07:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.08 Conflict of Interest

A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer’s paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.

B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:

1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict

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of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

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This Main Agreement's Effective Date is **September 1, 2026**.

Owner: City of Dickinson	Engineer: Interstate Engineering, Inc
(name of organization)	(name of organization)
By: (individual's signature)	By: (individual's signature)
Date: (date signed)	Date: 9/25/26 (date signed)
Name: (typed or printed)	Name: Rebecca Berner (typed or printed)
Title: (typed or printed)	Title: PE,RVP,Client Manager (typed or printed)
Attach evidence of authority to sign.	Attach evidence of authority to sign.
Attest: (individual's signature)	Attest: (individual's signature)
Title: (typed or printed)	Title: Admin. Assistant (typed or printed)
Address for giving notices:	Address for giving notices:
38 1st Street West	1260 West Villard Street
Dickinson, ND 58601	Dickinson, ND 58601
Designated Representative:	Designated Representative:
Name: Joshua Skluzacek (typed or printed)	Name: Rebecca Berner (typed or printed)
Title: City Engineer (typed or printed)	Title: PE, NDW RVP (typed or printed)
Address:	Address:
38 1st Street West	1260 West Villard Street
Dickinson, ND 58601	Suite 2
	Dickinson, ND 58601
Phone: 701-456-7020	Phone: 701-483-4708
Email: Joshua.skluzacek@dickinsongov.com	Email: Rebecca.berner@interstateeng.com

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EXHIBIT A—RESERVED

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EXHIBIT B—RESERVED

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EXHIBIT C—AMENDMENT TO MAIN AGREEMENT FORM

AMENDMENT TO MAIN AGREEMENT

Amendment No. **[Enter Amendment Number]**

Owner: **City of Dickinson**
Engineer: **Interstate Engineering, Inc**
Effective Date of Agreement:
Nature of Amendment: (Check those that apply)

☐ Modifications to responsibilities of Owner
☐ Modifications of payment to Engineer
☐ Modifications to term of Main Agreement
☐ Modifications to other terms and conditions of the Main Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.]

Owner and Engineer hereby agree to modify the above-referenced Main Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner: City of Dickinson	Engineer: Interstate Engineering, Inc
_____ (typed or printed name of organization)	_____ (typed or printed name of organization)
By: _____ (individual's signature)	By: _____ (individual's signature)
(Attach evidence of authority to sign.)	(Attach evidence of authority to sign.)
Date: _____ (date signed)	Date: _____ (date signed)
Name: _____ (typed or printed)	Name: _____ (typed or printed)
Title: _____ (typed or printed)	Title: _____ (typed or printed)

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EXHIBIT D—RESERVED

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EXHIBIT E—RESERVED

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EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

Paragraph 6.03 of the Main Agreement is supplemented by the following Exhibit F Paragraph 1.01 and Exhibit F—Attachment 1: Software Requirements for Electronic Document Exchange:

1.01 Electronic Documents Protocol

A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals. References to “Project” will mean the Specific Project, or the facilities program or other combination of projects undertaken with Engineer’s involvement, as the case may be.

1. Basic Requirements

a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.

b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.

c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.

d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with Owner, Engineer, or any Contractor or other entity directly contracted with the Owner to furnish Project-related services. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the Owner or Engineer.

e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any

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applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or (3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.

2. System Infrastructure for Electronic Document Exchange

   a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.

      1) The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP is **4MB**. Attachments larger than that may be exchanged using large file transfer functions or physical media.

      2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

   b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

   c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

   d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its costs associated with the revisions to the EDP, delayed adoption of this exhibit, or implementation of other Electronic Documents protocols.

   e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless

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this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the Parties may rely for document archiving during the specified term of operation of such project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.

f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.

g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

B. Software Requirements for Electronic Document Exchange; Limitations

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.

a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

C. Format and Distribution of Deliverables

1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to Owner. Exhibit A of each specific Task Order identifies various Documents that Engineer is required to deliver to Owner as part of Engineer's services; Exhibit B of each specific Task Order is a schedule of such Documents. Engineer will transmit such Documents to Owner in the formats identified in Attachment 1 to this Protocol. If no specific format is identified for a deliverable Document, the format will be Portable Document Format (PDF).

2. If a Document will be distributed to third parties, such as prospective bidders and contractors, reviewing agencies, or lenders, the transmittal format for distribution will

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be as identified in Attachment 1 to this Protocol; provided, however, that if a format for distribution of a specific Document is expressly stated in a specific Exhibit A, then the Exhibit A format will take precedence. If no specific format is identified for distribution of a deliverable Document to third parties, the format will be Portable Document Format (PDF).

a. If a format for Document distribution other than Portable Document Format (PDF) is specified, Owner shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:

   1) The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely, and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third party's application, or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.

   2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or Owner arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.

   3) The third party shall indemnify and hold harmless Owner, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.

   4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction Contract Documents and any specific instructions or conditions established by Owner.

b. If Engineer is required to assist or participate in obtaining such releases from third parties, such services will be categorized as Additional Services.

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D. Requests by Project-Related Parties for Electronic Documents in Other Formats

1. Owner may release (or direct Engineer to release) an Electronic Document version of a Document prepared by or for Engineer, including but not limited to a deliverable Document as set forth in Exhibit F Paragraph 1.01.C, in a format other than those identified in Exhibit F Paragraph 1.01.B or 1.01.C of the Electronic Documents Protocol, or elsewhere in the Agreement, only if (a) a Contractor or other Project-related party (Requesting Party) makes a good faith request for such release, (b) Owner determines in its sole discretion that such release is prudent and will be beneficial to the Project, and (c) Owner obtains Requesting Party's written consent to the four conditions set forth in Exhibit F Paragraph 1.01.C.2.a.1-4 above.

2. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under this Exhibit F Paragraph 1.01.D are Additional Services. Such services may include but are not limited to preparing the data in a manner deemed appropriate by Engineer. Owner may require reimbursement from the Requesting Party for the cost of such Additional Services, but compensation by Owner to Engineer for the Additional Services is not contingent upon Owner obtaining reimbursement from the Requesting Party.

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EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Not Applicable

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EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Main Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

A. In accordance with Paragraph 6.04.A of the Main Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	$500,000
Each employee	$500,000
Policy limit	$500,000
Commercial General Liability	
General Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	$1,000,000
Each Accident	$1,000,000
Property Damage	
Each Accident	$1,000,000
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000
Excess or Umbrella Liability	
Each Occurrence	$5,000,000
General Aggregate	$5,000,000
Professional Liability	
Each Claim	$1,000,000
Annual Aggregate	$1,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	$1,000,000
General Aggregate	$1,000,000
Other Insurance [Specify]	
Each Claim	$
General Aggregate	$

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B. In accordance with Paragraph 6.04.C of the Main Agreement, the insurance that Owner must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	$500,000
Each employee$	$500,000
Policy limit	$500,000
Commercial General Liability	
General Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	$1,000,000
Each Accident	$1,000,000
Property Damage	
Each Accident	$1,000,000
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000
Excess or Umbrella Liability	
Each Occurrence	$2,000,000
General Aggregate	$2,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	$
General Aggregate	$
Other Insurance [Specify]	
Each Claim	$
General Aggregate	$

1.02 Additional Insureds

A. Owner shall cause Engineer, its Subconsultants, and its Engineer's Subcontractors to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project. The following individuals or entities are to be listed on Owner's general liability policies of insurance (and on Contractor's policies required under Paragraph 6.04.D of the Main Agreement) as additional insureds:

Name of Additional Insured	Address
Interstate Engineering, Inc.	**1903 12th Ave. SW**
	Jamestown, ND 58402

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B. During the term of this Main Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.

C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.

D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

E. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

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EXHIBIT H—DISPUTE RESOLUTION

RESERVED

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EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph(s) **1.01, Mutual Indemnification-and 1.02, Limitation of Engineer's Liability**:

1.01 Mutual Indemnification

A. Indemnification by Owner: Only to the extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

1.02 Limitation of Engineer's Liability

A. Engineer's Liability Limited to Amount of Insurance Proceeds: Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors (hereafter "Owner's Claims"), will be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to the Engineer's insurers or in settlement or satisfaction, in whole or in part, of Owner's Claims, and (2) 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 applicable insurance policies up to the amount of insurance required under this Agreement.

1. Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal.

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CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh McLennan Agency
505 Broadway North, Suite 100
Fargo ND 58102

CONTACT NAME: Desiree Schweigert
PHONE (A/C, No, Ext): 701-237-3311 **FAX (A/C, No):** 701-232-4442
E-MAIL ADDRESS: Desiree.Schweigert@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Phoenix Insurance Company	25623
INSURER B : Travelers Property Casualty Co	25674
INSURER C : Travelers Casualty and Surety	19038
INSURER D :	
INSURER E :	
INSURER F :	

INSURED INTEENG-03
Interstate Engineering, Inc.
PO Box 2035
Jamestown ND 58402

COVERAGES **CERTIFICATE NUMBER:** 1426528458 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**			6302F075107	11/18/2025	11/18/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			8101L455365	11/18/2025	11/18/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X **UMBRELLA LIAB** X OCCUR			CUP9J280934	11/18/2025	11/18/2026	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 0							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		UB7J593469	11/18/2025	11/18/2026	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation applies to: Minnesota, South Dakota, and Montana. Workers Compensation policy includes North Dakota and Wyoming Stop Gap Employer's Liability coverage.

CERTIFICATE HOLDER

City of Dickinson
38 1st Street
West Dickinson ND 58601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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INTERSTATE ENGINEERING

SCHEDULE OF RATES /REIMBURSABLE EXPENSES
APPENDIX #1

	Hourly Rate
Engineers	
ENG I	$ 137.00
ENG II	$ 152.00
ENG III	$ 167.00
ENG IV	$ 182.00
ENG V	$ 197.00
ENG VI	$ 212.00
ENG VII	$ 227.00
ENG VIII	$ 242.00
ENG IX	$ 262.00
ENG X	$ 280.00
Surveyors	
SURV I	$ 113.00
SURV II	$ 128.00
SURV III	$ 143.00
SURV IV	$ 158.00
SURV V	$ 173.00
SURV VI	$ 188.00
SURV VII	$ 203.00
SURV VIII	$ 218.00
SURV IX	$ 233.00
SURV X	$ 255.00

	Hourly Rate
Planners	
PLANNER I	$ 125.00
PLANNER II	$ 150.00
PLANNER III	$ 175.00
PLANNER IV	$ 200.00
PLANNER V	$ 225.00
Landscape Architects	
LA I	$ 120.00
LA II	$ 140.00
LA III	$ 160.00
LA IV	$ 180.00
LA V	$ 200.00
Funding	
FUNDING I	$ 125.00
FUNDING II	$ 150.00
FUNDING III	$ 175.00
FUNDING IV	$ 200.00
Administrative	
ADMIN I	$ 93.00
ADMIN II	$ 100.00
ADMIN III	$ 107.00

	Hourly Rate
Technicians	
TECH I	$ 92.00
TECH II	$ 107.00
TECH III	$ 122.00
TECH IV	$ 137.00
TECH V	$ 152.00
TECH VI	$ 167.00
TECH VII	$ 182.00
TECH VIII	$ 197.00
TECH IX	$ 212.00
TECH X	$ 235.00
GIS	
GIS I	$ 120.00
GIS II	$ 140.00
GIS III	$ 160.00
GIS IV	$ 180.00
GIS V	$ 200.00
Information Technologists	
IT I	$ 145.00
IT II	$ 195.00
Expert Witness	$ 400.00

CHARGEABLE EXPENSES

Subsistence	Actual cost
Subconsultant Services – Geotechnical	Actual cost plus 15%
Subconsultant Services – Other	Actual cost plus 10%
Survey Materials Required	Actual cost plus 25%
Plat Certification per Certification	$35.00
Recordation per Monument	$35.00
24" x 36" Prints per Page	$9.00
Other Miscellaneous Project Expenses	Actual cost
Travel Vehicle	$0.85 per mile
Survey Vehicle	$0.95 per mile
ATV	$75.00 per day
ATV with Tracks	$125.00 per day
UTV	$150.00 per day
UTV with Tracks	$200.00 per day
Snowmobile	$200.00 per day

Any and all sales and use tax, TERO or other special fees which apply to this contract.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the specific Agreement between Owner and Engineer, and the controlling Laws and Regulations.

EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition, is published in four parts: (1) the Main Agreement (general provisions governing all Task Orders); (2) the Exhibits to Main Agreement; (3) the Task Order Form (see below); and (4) the Exhibits to Task Order. The Main Agreement contains a Guidelines for Use section that pertains to all four parts of E-505.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES— TASK ORDER EDITION

PART 3 OF 4: TASK ORDER FORM

Prepared by

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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AMERICAN SOCIETY OF CIVIL ENGINEERS

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TASK ORDER NO. [___]

This is Task Order No. **[_____]**, consisting of 5 pages.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated **[date]**, Owner and Engineer agree as follows:

1. TASK ORDER DATA

a.	Effective Date of Task Order:	
b.	Owner:	
c.	Engineer:	
d.	Specific Project (title)	
e.	Specific Project (description):	
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	

2. BASELINE INFORMATION

Baseline Information. Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Specific Project Title: _____

Type and Size of Facility: _____

Description of Improvements: _____

Expected Construction Start: _____

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Prior Studies, Reports, Plans: _____

Facility Location(s): _____

Current Specific Project Budget: _____

Funding Sources: _____

Known Design Standards: _____

Known Specific Project Limitations: _____

Specific Project Assumptions: _____

Other Pertinent Information: _____

3. SERVICES OF ENGINEER ("SCOPE")

A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:

[Select one of the following options and delete the others.]

☐ Exhibit A to Task Order, "Engineer's Services for Task Order," as attached to this specific Task Order. **[Attach a scope of services exhibit labeled "Exhibit A." This exhibit will often be based on E-505's published Exhibit A to Task Order, as modified for the specific Task Order; or at the user's option the exhibit may consist of an attached custom-drafted scope of services, or a scope of services set out in a separate document such as a letter or proposal.]**

[or]

☐ as follows: **[Directly insert customized scope of services here.]**

B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.

C. Resident Project Representative (RPR) Services:

1. If the Scope established in Paragraph 2.A above includes RPR services, then Exhibit D to Task Order is expressly incorporated in this Task Order by reference.

D. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, **[if more clarity is needed, identify specific situations qualifying as additional effort, such as those described in Exhibit A to Task Order, Paragraph 2.01]** are Additional Services, and will be compensated

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by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

4. DELIVERABLES SCHEDULE

A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with Exhibit B to Task Order, attached to this specific Task Order.

5. ADDITIONS TO OWNER'S RESPONSIBILITIES

A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order: **[State any supplementary Owner responsibilities applicable to this Task Order here.]**

6. TASK ORDER SCHEDULE

A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: **[Indicate "Not Applicable" if the schedule in Exhibit B, as modified for the specific Task Order, is sufficient.]**

Date	Action / Milestone	Comment

7. ENGINEER'S COMPENSATION

A. The terms of payment are set forth in Article 4 of the Main Agreement.

B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services	$[ ]	[ ]
a. Phase or Subtask 1	$[ ]	[ ]
b. Phase or Subtask 2	$[ ]	[ ]
c. Phase or Subtask 3	$[ ]	[ ]
d. Phase or Subtask 4*	$[ ]	[ ]
2. Resident Project Representative Services*	$[ ]	[ ]

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TOTAL COMPENSATION (items 1 and 2)	$**[ ]**	
3. Additional Services under Section 2.D above	(N/A)	**[ ]**

*Based on a **[number]**-month continuous construction period.

C. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. For lump sum items, 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 lump sum compensation amount unless approved in writing by the Owner.

8. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:

A. **[Identify primary Subconsultants]**

9. EXHIBITS AND ATTACHMENTS:

A. Exhibit A to Task Order—Engineer's Services Under Task Order

B. Exhibit B to Task Order—Task Order Deliverables Schedule

C. Exhibit D to Task Order—Duties, Responsibilities, and Limitations of Authority of Resident Project Representative Under Task Order

D. Exhibit E to Task Order-EJCDC® C-626, Notice of Acceptability of Work (Form)

E. Other:

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Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

OWNER:

By: _____

Print Name: _____

Title: _____

Attest: _____

_____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail Address: _____

Phone: _____

Date: _____

ENGINEER:

By: _____

Print Name: _____

Title: _____

Engineer's License or Firm's Certificate No. (if required): _____

State of: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail Address: _____

Phone: _____

Date: _____

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the specific Agreement between Owner and Engineer, and the controlling Laws and Regulations.

EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition, is published in four parts: (1) the Main Agreement (general provisions governing all Task Orders); (2) Exhibits to Main Agreement; (3) the Task Order Form; and (4) the Exhibits to Task Order (see below). The Main Agreement contains a Guidelines for Use section that pertains to all four parts of E-505.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES— TASK ORDER EDITION

PART 4 OF 4: EXHIBITS TO TASK ORDER

Prepared by

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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EXHIBITS TO TASK ORDER

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Article 1 of the Main Agreement, Services of Engineer, is supplemented to include the following provisions:

Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE 1—BASIC SERVICES

1.01 Management of Engineering Services

A. See Main Agreement, Paragraph 1.03.

1.02 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of the Owner-identified potential solutions listed here:

1) **[List the specific potential solutions to be studied and evaluated here]**.

b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.

c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify **[insert specific number]** alternative solutions potentially

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available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.

2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Assess initially available Specific Project information and data, including the Baseline Information set forth at the beginning of this Exhibit A.
6. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related information and data, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
7. After consultation with Owner, recommend the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.
8. Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Specific Project to be designed or specified by Engineer, including but not limited to impacts and mitigating measures identified in previously prepared environmental assessments for the Specific Project provided to the Engineer or being concurrently prepared for Owner by others.
9. Advise the Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement, for use in Specific Project design, or in preparation for Contractor selection and construction.
10. Assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface conditions at the Site; innovative design, contracting, or procurement strategies; project delivery method; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph will be referred to in Exhibit A as "Specific Project Strategies, Technologies, and Techniques."
11. Assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions, plan for the inclusion of sustainable features in the design.
12. Review with Owner the thresholds established in applicable codes, standards, and design criteria specifically governing the ability of the proposed facilities or improvements to perform, and to absorb or avoid damage without suffering complete or substantial failure. As part of the review, identify additional risk assessment studies or tools that are available to evaluate the susceptibility of the facilities or improvements to natural and man-made events beyond the applicable established thresholds. Upon Owner request, as an additional service, perform additional risk assessment studies or tools to further evaluate system resiliency beyond the applicable established thresholds.

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13. Utilities, including Underground Facilities

    a. Review any utility mapping and surveys and other utilities documentation made available by Owner. Take note of observable utilities during Site visit.

    b. Identify, in a preliminary manner and to the extent determinable by such mapping or other information provided by Owner, and by observations at the Site, those utilities (whether above-ground utilities of any type, or Underground Facilities) likely to be affected by the Specific Project construction and additional utility facilities or extensions that will be needed to serve the Specific Project.

    c. If the impact on existing utilities or the need for additional utility facilities or extensions cannot reasonably be determined in a preliminary manner from mapping or other information provided by Owner, or such information was not available from Owner, then assist Owner in evaluating the need to either obtain additional utility mapping and utility documentation during the Study and Report Phase, or undertake other alternative approaches and contingencies to account for utility uncertainties in this phase.

    d. Advise Owner of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate, and manage the impact of the Specific Project (including any additional utility facilities or extensions needed to serve the Specific Project) on existing utilities.

    e. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner regarding the extent and identification and mapping of existing Underground Facilities during the design and construction phases.

        1) If Owner has retained a land surveyor, utility engineer, or utility consultant, collaborate with such individuals or entities regarding the application of ASCE 38.

14. Inquire regarding survey methodologies and technologies that would aid in addressing Owner's Specific Project requirements. Develop a scope of work and survey limits for any topographic and other surveys necessary for design. For recommended survey deliverables, specify a) required technical specifications; b) pertinent datum; c) survey limits, and d) formats of deliverables. Collaborate with land surveyor, when separately retained by Owner or third party, to develop such scope of work.

15. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s).

    a. For each recommended solution, Engineer will separately tabulate Total Project Cost, itemizing those items and services included within the definition of Total Project Costs.

    b. Engineer will meet with Owner to discuss the draft Report and receive Owner's comments.

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16. Perform or provide the following other Study and Report Phase tasks or deliverables:

    a. **[List any such tasks or deliverables here]**.

17. Furnish the Report and any other Study and Report Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.

18. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the final Report (as revised) and any other Study and Report Phase deliverables.

1.03 Preliminary Design Phase

A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables (if Engineer's services under this Agreement included Study and Report Phase services); selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Specific Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, or enhanced resiliency of the design; indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Specific Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document in writing any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from the selected solution, related Specific Project Strategies, Technologies, or Techniques, sustainable design and resiliency instructions, specific modifications to the Specific Project, or changes, refinements, or supplementation of the Baseline Information.

B. Upon written authorization from Owner, Engineer shall:

1. Review and assess all available Specific Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.

2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data, for Engineer's use in the preparation of a Preliminary Design Phase Report.

3. Prepare a Preliminary Design Phase Report in the following format: **[specify the format that is appropriate to the scope of the design and sufficient for Owner's purposes—ranging from a consolidated and comprehensive narrative report to an assemblage of required documents]**.

4. The Preliminary Design Phase Report will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, and written descriptions of the Specific Project. The Preliminary Design Phase Report will consider the following

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matters to the extent applicable to the Specific Project and as necessary to establish the basis of design for proceeding to final design and construction:

a. The Specific Project concept, intent, performance criteria, desired outcomes, Owner's standards and Owner directed improvements and facility elements as established in the Study and Report Phase and as expressly set forth in the Baseline Information section of this Exhibit A (collectively the "Specific Project Goals").

b. Recommended appropriate design criteria for each primary portion and significant discipline of the design necessary to address the Specific Project Goals.

c. Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; Constituents of Concern; cultural, historical, and archaeological resources at the Site; wetlands information; and evaluations of flora and fauna that may be affected by the Specific Project.

d. The time schedule for completion of the Specific Project in accordance with Specific Project Goals, including any recommended changes to the time required to complete the Final Design Phase (as set forth in Exhibit B, Deliverables Schedule) and estimated schedule(s) for construction.

e. Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.

f. Revised opinions of probable Construction Cost.

g. The impact of Specific Project Strategies, Technologies, and Techniques, sustainable features, and enhanced resiliency selected by Owner for inclusion in the Specific Project on the Specific Project Goals, schedule and probable Construction Cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when the Specific Project Goals necessitate and Owner authorizes;

h. Construction Phase quality assurance and quality control needs affecting development of Drawings and Specifications and other Final Design and Bidding Phase documents.

i. The effect of permits and authorizations by other entities and utility coordination needs on the Specific Project.

j. Other matters and information pertinent to addressing the Specific Project Goals.

5. In preparing the Preliminary Design Phase Report, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features and enhanced resiliency, as appropriate, pursuant to Owner's instructions.

6. Visit the Site as needed to prepare the Preliminary Design Phase Report.

7. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types described in Article 2 are

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necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.

8. Above-Ground Utilities

   a. Review above-ground utilities information obtained from Owner and from observations at the Site.

   b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.

   c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.

9. Underground Facilities

   a. Review Underground Facilities data furnished by Owner. Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner to jointly establish a procedure ("Underground Facilities Procedure") for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site, using ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as a basis for establishing such Underground Facilities Procedure.

   b. Such Underground Facilities Procedure must take into account the Site and the nature of the Specific Project.

   c. Use the Underground Facilities Procedure to aid in the performance of design services:

      1) Account for Underground Facilities, based on available information, when advancing the design during the Preliminary Design Phase.

      2) The Underground Facilities Procedure will include a plan to keep Underground Facilities information current as Engineer proceeds with the provision of design services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.

      3) To manage the potential impact of design changes on Underground Facilities, Engineer shall work together with Owner to modify or reapply the Underground Facilities Procedure as the design progresses and changes.

10. Mitigation of Utilities Conflicts

   a. Identify potential conflicts between the Specific Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed in Exhibit A Paragraphs 1.03.B.8 and 9 above, and advise Owner regarding the need for resolution of such conflicts with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.

   b. Update the Underground Facilities Procedure as necessary for any Underground Utilities conflicts and relocations.

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c. Working together with Owner, jointly identify which specific parties or other entities will be responsible for implementation of the various specific parts of the Underground Facilities Procedure (including those parts that address resolution of Underground Facilities conflicts), and for resolution of above-ground utilities conflicts. Such identification will take into account Owner's authority and standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.

1) To the extent that Owner and Engineer agree that in addition to performing the design-related obligations set forth in Exhibit A Paragraphs 1.03.B.8 and 9, Engineer will also implement any non-design part of the Underground Facilities Procedure (including resolution of Underground Facilities conflicts), or undertake resolution of above-ground utilities conflicts, such additional duties will be Additional Services under Article 2 of this Exhibit A.

11. Surveys, Topographic Mapping, and Utility Documentation

a. Coordinate with Owner's utility engineer, utility consultant, or land surveyor for the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes, or by the Underground Facilities Procedure.

b. If no scope of work and procedure for utility documentation has been established, selected, or authorized, then at a minimum Engineer will contact utility owners and obtain available information. Except as otherwise provided in this Agreement, Owner acknowledges that the information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed, and as to Engineer, bidders, and Contractor, the Owner accepts all associated risks. Owner reserves all associated rights as to recourse against the sources of such flawed information and against third parties.

12. Prepare initial draft of a comprehensive permit document that identifies Owner's permit duties, Engineer's permit duties, and Contractor's permit duties, and the schedule for permitting activities.

13. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement in Exhibit A Paragraph 1.03.A.

14. Obtain Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's Bidding/Proposal Documents and Front-End Construction Contract Documents.

a. Also obtain copies of Owner's standard Bidding/Proposal Documents and Front-End Construction Contract Documents (if other than the EJCDC 2018 Construction Series documents), and any other related documents or content for Engineer to include in drafts of the Specific Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.

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b. Review Owner's instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Specific Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.

15. Prepare the Preliminary Design Phase Report. This Report will consist of, as appropriate, separate or combined submittals in whole or summary, the Preliminary Design Phase documents listed in Exhibit A Paragraph 1.03.B.4, and Engineer's findings and recommendations for advancing the Specific Project to the Final Design Phase (including Engineer's findings and recommendations, if any, regarding permitting, utilities, and Underground Facilities). The submittal will be in the format of a report, or otherwise organized and assembled for ease and practicality of use.

    a. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and on the basis of information furnished by Owner, assist Owner in tabulating the various cost categories which comprise Total Project Costs.

    b. Engineer will meet with Owner to discuss the draft Preliminary Design Phase submittal and receive Owner's comments.

16. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

    a. **[List any such tasks or deliverables here]**.

17. Furnish the Preliminary Design Phase Report, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.

18. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

C. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase Report (as revised) and associated documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

1.04 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase Report and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Specific Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Specific Project, or changes, refinements, or supplementation of the Baseline Information.

1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **[Enter**

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number of contracts]. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.

3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more separate design professional consultants or prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding/Proposal, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.

B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase Report (as revised) and other Preliminary Design Phase deliverables. As part of the preparation of the Drawings and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows, pursuant to the Deliverables Schedule in Exhibit B:

1. First Final Design Phase draft of all Drawings and Specifications.

2. Second Final Design Phase draft of all Drawings and Specifications, addressing Owner comments and including appropriate design advancement.

3. Final Drawings and Specifications that address Owner comments; complete the design; are suitable for estimating and pricing by prospective Contractors; and are complete and ready for construction.

C. In preparing the Specifications (and any bidding, contract, or other documents that are part of Engineer's scope of services), Engineer shall obtain from Owner or Owner's legal counsel any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and the like, and comply with or account for such constraints in drafting Specifications, Bidding/Proposal Documents, and other Specific Project documents.

D. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:

1. Such documents will be based on the 2018 EJCDC Construction Documents, and on the specific bidding or Contractor selection-related instructions and forms, contract forms, text, or other content received from Owner.

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2. When Engineer is required to use other than the 2018 EJCDC Construction Documents, then as required in the Preliminary Design Phase Owner will furnish to Engineer a copy of the required documents to be used for the Specific Project's Bidding/Proposal Documents and Front-End Construction Contract Documents. Prior to the first Final Design Phase submittal, Engineer will review the bidding and contracting documents furnished by Owner and provide comments to Owner. Engineer will meet with Owner to discuss Engineer's comments. Owner will consider Engineer's recommendations to revise Owner's documents for the Specific Project.

3. Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.

E. During the Final Design Phase the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. This may include:

1. performing the services assigned to Engineer under the Underground Facilities Procedure described in Exhibit A Paragraph 1.03 above, including but not limited to the design-related tasks in Exhibit A Paragraph 1.03.B.9.

2. addressing required and proposed activities or mitigations identified in the analysis of utilities and by the Underground Facilities Procedure as having an impact on the final design, and considering such in preparing the Drawings and Specifications.

F. Engineer shall perform or furnish the following other Final Design Phase services:

1. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

2. Assist with or prepare applications for permits and approvals, as follows:

a. Update comprehensive permit document created in Preliminary Design Phase for Final Design detail.

b. Prepare the following applications for Owner's submittal to authorities having jurisdiction over the construction or operation of the Specific Project:

1) **[identify specific permit or approval applications]**.

c. Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction.

d. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above, including applications for review or approval of the final design.

e. Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.

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f. Unless expressly indicated otherwise, Engineer's scope and budget includes attending one meeting or conference call with each permit and approval-issuing agency to discuss the Specific Project and receive the agency's comments on the application.

g. Engineer does not guarantee issuance of any required permit or approval.

h. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.

3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the interim and final deliverables of the Drawings and Specifications.

4. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing specific protocols for the transmittal of Specific Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website.

5. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

6. Review the preliminary schedule for the Construction Phase and advise Owner when initial understanding of the Construction Contract Times must or should be revised, and furnish Owner with recommendations on revisions to the proposed Construction Contract Times.

7. Engineer's project manager and other appropriate staff will participate in the following meetings and conference calls:

   a. First draft design review meeting at Owner's office.

   b. Second draft design review meeting at Owner's office.

   c. **[Indicate others as appropriate for the Specific Project]**.

   d. Engineer will prepare and distribute minutes of each such meeting and conference call, indicating attendees, topics discussed, decisions made, and action items for follow-up.

8. Perform or provide the following other Final Design Phase activities or deliverables:

   a. **[List any such tasks or deliverables here]**.

G. Engineer shall complete the Final Design Phase as follows:

1. Pursuant to the requirements of the Deliverables Schedule in Exhibit B, furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications (as set forth in Exhibit A Paragraph 1.04.B.3 above); assembled drafts of other Construction Contract Documents including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost; and any other Final Design Phase deliverables, and review the deliverables with Owner.

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2. Revise the final Design Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

3. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications; assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.

1.05 Bidding/Proposal Phase

A. After acceptance by Owner of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other Final Design Phase deliverables, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work; assist Owner in issuing assembled Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; if applicable, maintain a record of prospective contractors to which documents have been issued; attend pre-bid conferences, if any; and receive and process contractor deposits or charges, if any, for the issued documents.

   a. **[List method (such as Owner's procurement website, commercial plan room or web service, distribution by Engineer, etc.) that Owner will use for distributing Bidding Documents here]**

2. Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.

3. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Exhibit A Paragraph 2.01.A.2.

4. Attend the bid opening; prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.

5. Provide information or assistance needed by Owner in the course of any review of bids, proposals, or negotiations with prospective contractors.

6. Consult with Owner as to the qualifications of prospective contractors.

7. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

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9. Perform or provide the following other Bidding/Proposal Phase tasks or deliverables:

   a. **[List any such tasks or deliverables here]**.

10. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

1.06 Construction Phase

A. After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, number of prime construction contracts, and other construction requirements of the Specific Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from specific modifications to the Specific Project.

   1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified. With the exception of such expressly required services, Engineer shall have no design, Submittal (including Shop Drawing) review, or other obligations during construction, and Owner assumes all responsibility for providing or arranging for all other necessary Construction Phase administrative, engineering, and professional services.

   2. Owner waives all claims against Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A. Notwithstanding the foregoing waiver, Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.

B. Upon successful completion of the Bidding/Proposal Phase, and upon written authorization from Owner, Engineer shall provide the following services:

   1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018) or other construction general conditions specified in this Agreement. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.

      a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide

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Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity (other than Engineer) responsible for the additional responsibilities in the Construction Contract.

b. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.

c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.

2. Field Office: **[Delete or edit as applicable to the Specific Project]** Engineer and Resident Project Representative (if any) will be based in a field office at the Site. The field office will be furnished and maintained at Owner's expense, and will include reasonable furnishings, all required temporary utilities (including internet service) and facilities, and be secured for Engineer's (and RPR's) exclusive use.

3. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist Engineer and to provide more extensive observation of Contractor's Work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. **[If Engineer will not be providing RPR services under the specific Task Order, then delete this Paragraph 3 by inserting the word "DELETED" after the paragraph title; do not include Exhibit D as an exhibit to the specific Task Order; and do not include RPR compensation in Paragraph 7 of the Exhibit specific Task Order.]**

4. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform required testing services.

5. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.

6. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

7. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

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8. Schedules: Receive, review, and, and, subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the progress schedule, schedule of submittals, and schedule of values. Advise Contractor in writing of Engineer's comments or acceptance of schedules.

    a. Schedules will be acceptable to Engineer as to form and substance:

        1) Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

        2) Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.

        3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

9. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

10. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.

11. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of the Work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, including its RPR, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.

    b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to by this Agreement and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of

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Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Construction Contract Documents. Engineer will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

12. Defective Work: If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.

    a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.

    b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

13. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Specific Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

14. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents.

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With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

15. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

16. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

17. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

18. Change Proposals and Claims

    a. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

    b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

19. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.

20. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Specific Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's Submittal schedule that Engineer has accepted.

21. Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.

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22. Inspections and Tests

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.

    c. Issue written requests to Contractor that specific portions of the Work remain uncovered.

    d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    e. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

23. Contractor's Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, within the limits of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

    b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the

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purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

24. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Exhibit A Paragraph 1.06.B.20. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.

25. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

26. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables:

    a. **[List any such tasks or deliverables here]**.

27. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:

    a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;

    b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;

    c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and

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d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using EJCDC® C-626, Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

28. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

C. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor. If the Specific Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.04.A.1, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

1.07 Post-Construction Phase

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Specific Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Specific Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:

a. **[List any such tasks or deliverables here]**.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.

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ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner's Written Authorization

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.

1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.

2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:

   a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items;

   b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Specific Project;

   c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and

   d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Implement coordination of Engineer's services with other parts of the Specific Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Specific Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.

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6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Specific Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).

7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

11. To the extent the Specific Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer’s costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.

12. Services directly attributable to changes in Engineer’s Electronic Documents obligations after the effective date of the Agreement.

2.02 Additional Services Requiring Owner’s Written Authorization

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.

1. Obtain or provide specified additional Specific Project-related information and data to enable Engineer to complete its Basic and Additional Services.

2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.

3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

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5. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.

7. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.

8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.

9. Undertaking investigations and studies including, but not limited to:

    a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;

    b. detailed consideration of operations, maintenance, and overhead expenses;

    c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Specific Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

    d. preparation of appraisals;

    e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.

    f. detailed quantity surveys of materials, equipment, and labor; and

    g. audits or inventories required in connection with construction performed or furnished by Owner.

10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.

11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

12. Providing the following services:

    a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.

    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

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13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).
14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
15. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.
16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
17. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.
18. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Specific Project or implementing other Electronic Documents protocols among Specific Project participants.
19. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.
20. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
21. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
22. Supplementing Record Drawings with information regarding the completed Specific Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
23. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

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24. Preparation of operation, maintenance, and staffing manuals.
25. Protracted or extensive assistance in refining and adjusting of Specific Project equipment and systems (such as initial startup, testing, and balancing).
26. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
27. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related recordkeeping.
28. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Specific Project (but not including disputes between Owner and Engineer).
29. Overtime work requiring higher than regular rates.
30. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
31. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
32. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
33. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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EXHIBIT B—TASK ORDER DELIVERABLES SCHEDULE

Under the governing Task Order the Engineer shall furnish Documents to Owner as required in Column 2 of the following table (and as further described in Exhibit A), according to the schedule in Column 4. Owner shall comment or take other identified actions with respect to the Documents as indicated in Column 2 (and as further described in Exhibit A), according to the schedule in Column 4.

Party	Action	Exhibit A Reference	Schedule
Engineer	Submit **[number]** review copies of the Report and other Study and Report Phase deliverables to Owner.	1.02.A.17	Within **[number]** days of the Effective Date.
Owner	Submit comments regarding the Report and other Study and Report Phase deliverables to Engineer.	1.02.A.18	Within **[number]** days of the receipt from Engineer of the Report and other Study and Report Phase deliverables.
Engineer	Submit **[number]** copies of the revised Report and other Study and Report Phase deliverables to Owner.	1.02.A.18	Within **[number]** days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Submit **[number]** review copies of the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.17	Within **[number]** days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	1.03.B.18	Within **[number]** days of the receipt from Engineer of Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit **[number]** copies of the revised Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.18	Within **[number]** days of the receipt of Owner's comments regarding the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit **[number]** copies of the first Final Design Phase draft of Drawings and Specifications to Owner.	1.04.B.1	Within **[number]** days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the first Final Design Phase draft of Drawings and Specifications to Engineer.	1.04.B.1	Within **[number]** days of the receipt of the first final Design Phase drafts of Drawings and Specifications from Engineer.
Engineer	Submit **[number]** copies of the second Final Design Phase drafts of Drawings and Specifications to Owner.	1.04.B.2	Within **[number]** days of the receipt of Owner's comments and instructions regarding the first Final Design Phase drafts of Drawings and Specifications.

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Party	Action	Exhibit A Reference	Schedule
Engineer	Submit **[number]** of copies of draft Bidding/Proposal and Front-End Construction Contract Documents, as required, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Owner.	1.04.D.3; 1.04.F.8	Concurrent with submittal to Owner of the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications to Engineer.	1.04.B.2	Within **[number]** days of the receipt from Engineer of the second Final Design Phase drafts of Drawings and Specifications.
Engineer	Submit **[number]** copies of the final, completed, pricing-ready and construction-ready Drawings and Specifications to Owner.	1.04.B.3 and 1.04.G.1	Within **[number]** days of the receipt of Owner's comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications to Engineer.	1.04.G.2	Within **[number]** days of the receipt from Engineer of the final, completed, pricing-ready and construction-ready Drawings and Specifications.
Owner	Submit comments and instructions regarding drafts of Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Engineer.	1.04.D.3; 1.04.F.8	Concurrent with Owner's submittal of comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications.
Engineer	Submit to Owner: **[number]** copies of the revised final, completed, pricing-ready and construction-ready Drawings and Specifications; and **[number]** of copies of assembled Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.	1.04.G.2; 1.04.G.3	Within **[number]** days of receipt of Owner's final comments and instructions regarding the regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications, the Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.
Engineer	Submit **[number]** copies of Bidding/Proposal Phase deliverables (if any) identified in Exhibit A Paragraph 1.05.A.9.a to Owner.	1.05.A.9.a	Within **[number]** days of written authorization by Owner to proceed with Bidding/Proposal Phase services.
Engineer	Submit **[number]** copies of Construction Phase deliverables (if any) identified in Exhibit A Paragraph 1.06.B.26.a to Owner.	1.06.B.26.a	Within **[number]** days of **[applicable benchmark event such as commencement of the Construction Contract Times]**

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Party	Action	Exhibit A Reference	Schedule
Engineer	Submit **[number]** copies of Post-Construction Phase deliverables (if any) identified in Exhibit A Paragraph 1.07.A.3.a to Owner.	1.07.A.3.a	Within **[number]** days of Substantial Completion.

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EXHIBIT C—RESERVED

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EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE UNDER TASK ORDER

ARTICLE 1—RESIDENT PROJECT REPRESENTATIVE SERVICES

Article 1 of the Main Agreement, Services of Engineer, and Exhibit A, Engineer's Services Under Task Order, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:

1.01 Resident Project Representative

A. Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. The RPR will provide full-time representation **[revise if representation will be less than full time]**.

C. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A Paragraph 1.06 are applicable.

1.02 Duties and Responsibilities of RPR

A. The duties and responsibilities of the RPR are as follows:

1. General: RPR's dealings in matters pertaining to the Work in general will be with Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

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4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. Liaison

    a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

    b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

    c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.

7. Shop Drawings, Samples, and other Submittals

    a. Receive Samples that are furnished at the Site by Contractor.

    b. Receive Contractor-approved Shop Drawings.

    c. Receive other Submittals from Contractor.

    d. Record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals.

    e. Notify Engineer of availability of Samples for examination, and forward Contractor-approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.

    f. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. Review of Work; Defective Work

    a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

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removed and replaced, or accepted as provided in the Construction Contract Documents.

b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.

c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. Inspections, Tests, and System Start-ups

a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

f. Nothing in this Agreement will be construed to require RPR to conduct inspections.

11. Records

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

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d. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.

12. Reports

a. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft responses to or make recommends on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. Completion

a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

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1.03 Limitations of Authority

A. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

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EXHIBIT E—EJCDC® C-626, NOTICE OF ACCEPTABILITY OF WORK (FORM)

NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)

Owner: Owner's Project No.:
Engineer: Engineer's Project No.:
Contractor: Contractor's Project No.:
Project:
Contract Name:
Notice Date: Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____
Name (printed): _____
Title: _____

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EXHIBIT F—RESERVED

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EXHIBIT I—RESERVED

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202612 – 10th AVE E STORM SEWER PROJECT

Red arrow is the anticipated or probable new storm sewer route, but this will be determined with the project

CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota

Engineering Memorandum

September 30, 2026

RE: October 6th Commission Meeting

202612 – 10TH AVE E STORM SEWER PROJECT TASK ORDER AWARD TO INTERSTATE ENGINEERING

For your consideration is a task order with Interstate Engineering to perform engineering services for the City of Dickinson Project Number 202612, the 10th Avenue East Storm Sewer project for a time and materials fee as specified in the task order of **$144,874.00**. This task order is in reference to the proposal received through a request for proposal where five proposals were received. Interstate Engineering scored the highest score based on their proposal and interview for the project. The City Attorney has reviewed this task order with no comments.

The scope of work included in this task order are; field data collection and survey, existing conditions hydrologic and hydraulic modeling, downstream capacity evaluation, alternatives analysis, and a summary of findings report.

Once this task order scope of work is complete, Interstate Engineering will work with the Engineering and Public Works staff to determine the best possible alternative to then mature through bid readiness.

The project was included on the 2026 and 2027 Capital Improvement Plan budgets utilizing the Gross Production Tax to pay for the project.

The City Engineering and Public Works staff recommends approval.

TASK ORDER NO. [__1_]

This is Task Order No. **1**, consisting of 5 pages.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated **September 2026**, Owner and Engineer agree as follows:

1. TASK ORDER DATA

a.	Effective Date of Task Order:	**September 1, 2026**
b.	Owner:	**City of Dickinson**
c.	Engineer:	**Interstate Engineering**
d.	Specific Project (title)	**10th Ave East Storm Sewer Modeling**
e.	Specific Project (description):	**Evaluate existing drainage conditions, downstream system capacity, and planning-level improvements to reduce flooding risk and improve stormwater system performance.**
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	**N/A**

2. BASELINE INFORMATION

Baseline Information. Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Specific Project Title:	**10th Ave East Storm Sewer Modeling**
Type and Size of Facility:	
Description of Improvements:	Model and develop alternates for drainage improvements

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Expected Construction Start:	
Prior Studies, Reports, Plans:	KLJ Neighborhood Storm Drainage Project, east of 10th Avenue E
Facility Location(s):	10th Ave East Dickinson ND
Current Specific Project Budget:	$144,874
Funding Sources:	
Known Design Standards:	
Known Specific Project Limitations:	
Specific Project Assumptions:	
Other Pertinent Information:	

3. SERVICES OF ENGINEER ("SCOPE")

A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:

See Exhibit A

All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.

B. Resident Project Representative (RPR) Services**: Not Applicable**

C. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

4. DELIVERABLES SCHEDULE

A. In submitting required Documents and taking other related actions, Engineer will provide deliverables as requested by the Owner. **Deliverables schedules will be coordinated by Owner and Engineer, as applicable, when specific services are requested. Deliverable schedules, if necessary for the services requested, must be agreed to in an email or other written documentation between the parties.**

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5. ADDITIONS TO OWNER'S RESPONSIBILITIES

A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order: **N**

6. TASK ORDER SCHEDULE

A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: **No specific schedule is included with this Task Order. Engineer will strive to complete requested services within a reasonable period of time.**

7. ENGINEER'S COMPENSATION

A. The terms of payment are set forth in Article 4 of the Main Agreement.

B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services		
a. Subtask 1 – General/PM	**$20,151**	
b. Subtask 2 – Data Collection/Survey	**$28,036**	
c. Subtask 3 – Existing Conditions H&H Modeling	**$37,031**	
d. Subtask 4 – Downstream Capacity and Altern.	**$40,832**	
d. Subtask 5 – Deliverables and Closeout	**$18,824**	
2. Resident Project Representative Services*	**N/A**	
TOTAL COMPENSATION (items 1 and 2)	**$144,874**	**Hourly Rate**
3. Additional Services under Section 2.D above	**N/A**	

C. ~~Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. For lump sum items, 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 lump sum compensation amount unless approved in writing by the Owner.~~ **Compensation amounts will be invoiced based on the Engineer's**

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current hourly rate schedule for the time worked on the project. Applicable reimbursable expenses will also be charged in accordance with the Main Agreement. No fee estimates or not to exceed amounts are provided as part of this Task Order. Estimates provided are estimated costs only, and work will be invoiced based on the hours worked and reimbursable expenses accrued for the services.

8. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER: NOT APPLICABLE

9. EXHIBITS AND ATTACHMENTS:

A. Exhibit A - cope of Services

B. Attachment to Task Order 1 – Schedule of Standard Hourly Rate

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Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

OWNER: City of Dickinson

By: _____

Print Name: Joshua Skluzacek

Title: Engineering and Community Development Director

ENGINEER: Interstate Engineering

By: _____

Print Name: Rebecca Berner

Title: PE, RVP, Client Manager

Engineer's License or Firm's Certificate No. (if required): 028C

State of: North Dakota

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Joshua Skluzacek

Title: Engineering and Community Development Director

Address: 38 1st Street West
Dickinson, ND 58601

E-Mail Address: Joshua.skluzacek@dickinsongov.com

Phone: 701-456-7020

Date: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Rebecca Berner

Title: PE, RVP, Client Manager

Address: 1260 West Villard Street Suite 2
Dickinson, ND 58601

E-Mail Address: Rebecca.berner@interstateeng.com

Phone: 701-483-4708

Date: 9/25/26

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EXHIBIT A

September 8, 2026

City of Dickinson
Attention: Joshua Skluzacek
38 First Street West
Dickinson, ND 58601

RE: 10th Avenue East Storm Sewer Evaluation and Hydraulic Modeling Study

Dear Joshua Skluzacek:

Interstate Engineering is pleased to provide this scope of services for the 10th Avenue East Storm Sewer Project. The study will evaluate existing drainage conditions, downstream system capacity, and planning-level improvements to reduce flooding risk and improve stormwater system performance. This letter is intended to accompany the project Work Breakdown Structure and define the technical services, deliverables, assumptions, and limitations of the assignment.

Project Understanding

Recurring flooding and ponding in the project area are influenced by localized collection-system limitations and downstream hydraulic constraints, including the existing 54-inch trunk storm sewer, open channel and other storm systems in the area. We understand that the city improved portions of the storm water system in the 9th Street E to 7th Street E and from 10th Avenue E to the east. It appears that there may be capacity issues in the open channel and the storm water pipeline system below the open channel. We also understand on the east side of 10th Avenue E in the back lots of 689 - 821 of Shinagle Drive, there is insufficient drainage and, at times, standing water. We understand that this has improved the drainage in the area for small storm events. We understand that a separate project for the NW Regional Pond may have affect on this study and we will coordinate or at minimum meet with these consultants.

Interstate Engineering will develop an integrated hydrologic and hydraulic model to characterize existing system performance, identify controlling deficiencies, evaluate downstream impacts, and compare practical improvement concepts for future implementation.

Scope of Services

Task 1: Project Management and Coordination

Interstate Engineering will provide project management, client coordination, schedule and task tracking, monthly progress updates, milestone meetings, and internal quality assurance and quality control. Review meetings are anticipated at approximately 30 percent, 60 percent, and 90 percent project maturity. Rebecca Berner will serve as Project Manager and primary client contact.

We anticipate providing biweekly updates in writing to give the City opportunities to weigh in on issues and have a clear understanding of next steps, issues and potential solutions.

Task 2: Data Collection, GIS, and Survey

Interstate Engineering will compile and review available City GIS information, storm sewer mapping, record drawings, previous drainage evaluations, LiDAR and topographic data, utility records, available survey, and storm sewer inspection information. GIS services will support data organization, spatial analysis, model preparation, mapping, and final exhibits.

The project team will identify data gaps that may affect model confidence. Although the City may provide survey and mapping, the scope includes a placeholder for targeted field reconnaissance and survey of critical features such as storm structures, pipe inverts, culverts, channels, overland flow paths, and outfalls. Survey limits and level of effort will be refined following review of the available information.

Task 3: Existing Conditions Hydrologic and Hydraulic Modeling

Interstate Engineering will develop an integrated one-dimensional and two-dimensional model of the contributing drainage basins, storm sewer network, inlets, manholes, trunk sewer, channels, culverts, outfalls, roadway conveyance, surface storage, ponding areas, and major overland flow paths. The model will evaluate the 2-year, 5-year, 10-year, 25-year, and 100-year storm events unless an alternate event set is approved by the city.

Existing conditions results will be reviewed to identify surcharge, inlet and pipe capacity limitations, surface flooding, ponding depth and duration, hydraulic bottlenecks, downstream controls, and remaining flood routes. Model reasonableness checks will use available field information, reported flooding observations, supporting calculations, and engineering judgment.

Task 4: Downstream Capacity Evaluation

Interstate Engineering will evaluate the capacity and hydraulic influence of the 54-inch trunk storm sewer, downstream pipes, regional drainage channels, culverts, outfalls, outlet restrictions, tailwater conditions, and other controlling features. The analysis will identify significant bottlenecks and assess whether project-area improvements could cause adverse downstream flooding, surcharge, or erosion. Findings will be coordinated with the city and the Northwest Regional Pond project team, as appropriate.

Task 5: Alternatives Analysis

Interstate Engineering will develop and evaluate up to three planning-level improvement concepts. Potential measures may include pipe or trunk sewer modifications, inlet improvements, outlet or channel improvements, culvert improvements, detention or storage, flow diversion, and phased combinations of improvements. Alternatives will be compared with existing conditions based on changes in system capacity, surcharge, roadway spread, ponding, surface flooding, and risk to nearby structures.

Sensitivity analyses may address rainfall, runoff, inlet capacity, pipe roughness, tailwater, and future land use. The evaluation will identify flooding or hydraulic limitations expected to remain after implementation.

Task 6: Implementation Review and Deliverables

Interstate Engineering will document planning-level constructability, utility coordination, permitting, right-of-way and easement needs, and potential phasing considerations for the evaluated concepts. Anticipated deliverables include:

- Monthly progress reports and milestone review materials.
- Draft and final technical memoranda documenting methods, assumptions, results, alternatives, and recommendations.
- Maps, figures, GIS exhibits, and supporting calculations.
- Organized hydrologic and hydraulic model files, input and output data, and model documentation.
- A final presentation of findings and recommended next steps to City staff.

Assumptions and Limitations

- The city will provide available plans, GIS information, record drawings, studies, survey, inspection information, and other relevant data. Study limits and model extents will be confirmed during project initiation.

- Targeted survey and field verification are included as a placeholder and will be refined after review of available City information.
- The assignment provides planning-level analysis and recommendations. Final design, bid-ready documents, detailed permitting, geotechnical investigations, property acquisition, and construction-phase services are excluded until separately authorized.
- As we evaluate recommendations, we will begin to note utility locations that may affect pipe sizing depths and other construction related issues. Although we generally anticipate our utility locate process to occur in Phase II, Final Design, we are aware of the difficulties of utilities in this area and have developed an in-depth process including potholing to solve the depth and conflict with utilities in this and final design phase before construction occurs.
- Material changes to study limits, the number of alternatives, deliverables, or required coordination may require revisions to the Work Breakdown Structure and project schedule.

Closing

Interstate Engineering appreciates the opportunity to assist the City of Dickinson. We look forward to developing a defensible understanding of existing conditions and practical long-term stormwater improvements.

Sincerely,
INTERSTATE ENGINEERING, INC.

Rebecca Berner

Rebecca Berner, PE, PMP
Regional Vice President / Project Manager

INTERSTATE ENGINEERING

SCHEDULE OF RATES /REIMBURSABLE EXPENSES
APPENDIX #1

	Hourly Rate
Engineers	
ENG I	$ 137.00
ENG II	$ 152.00
ENG III	$ 167.00
ENG IV	$ 182.00
ENG V	$ 197.00
ENG VI	$ 212.00
ENG VII	$ 227.00
ENG VIII	$ 242.00
ENG IX	$ 262.00
ENG X	$ 280.00
Surveyors	
SURV I	$ 113.00
SURV II	$ 128.00
SURV III	$ 143.00
SURV IV	$ 158.00
SURV V	$ 173.00
SURV VI	$ 188.00
SURV VII	$ 203.00
SURV VIII	$ 218.00
SURV IX	$ 233.00
SURV X	$ 255.00

	Hourly Rate
Planners	
PLANNER I	$ 125.00
PLANNER II	$ 150.00
PLANNER III	$ 175.00
PLANNER IV	$ 200.00
PLANNER V	$ 225.00
Landscape Architects	
LA I	$ 120.00
LA II	$ 140.00
LA III	$ 160.00
LA IV	$ 180.00
LA V	$ 200.00
Funding	
FUNDING I	$ 125.00
FUNDING II	$ 150.00
FUNDING III	$ 175.00
FUNDING IV	$ 200.00
Administrative	
ADMIN I	$ 93.00
ADMIN II	$ 100.00
ADMIN III	$ 107.00

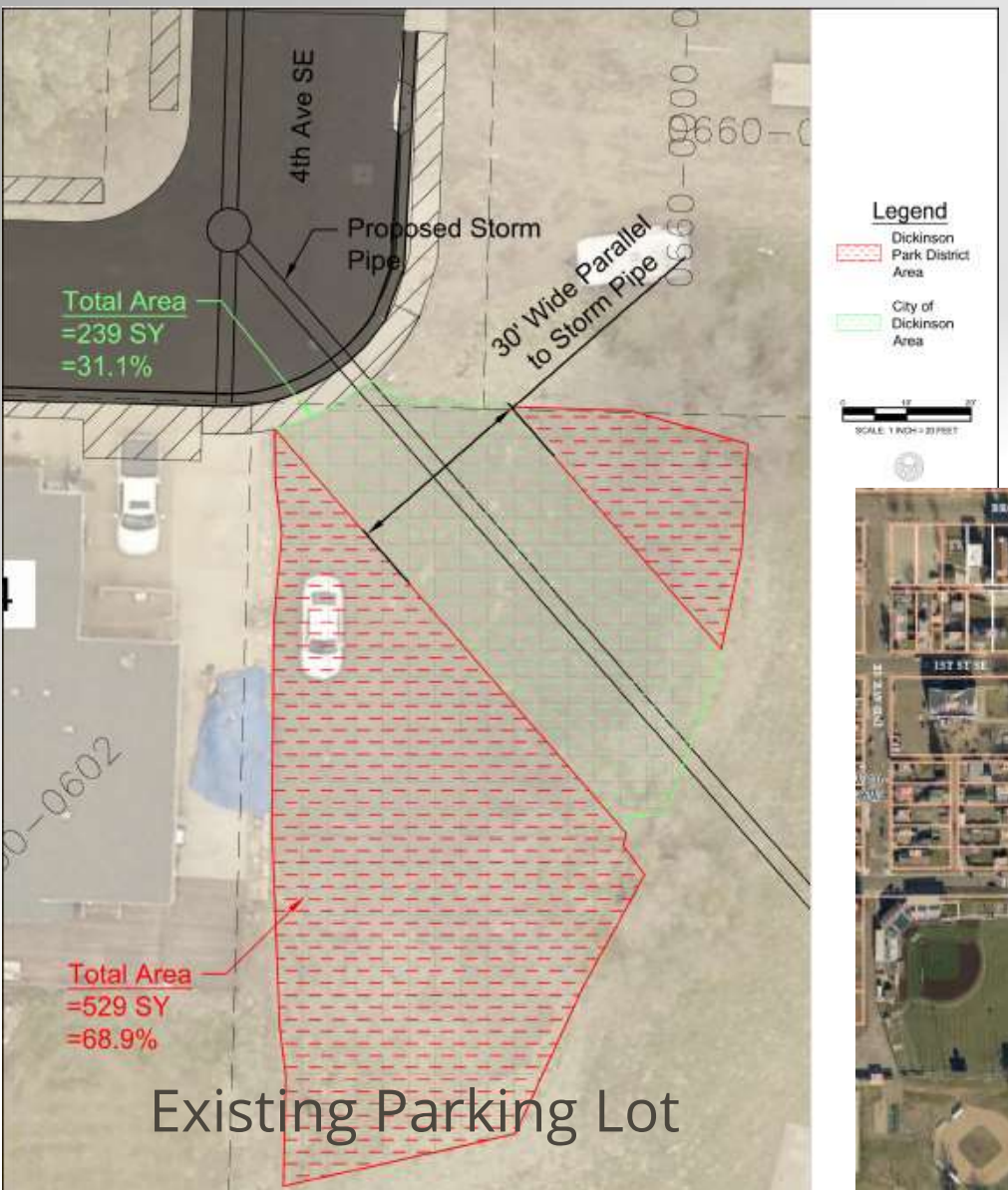
	Hourly Rate
Technicians	
TECH I	$ 92.00
TECH II	$ 107.00
TECH III	$ 122.00
TECH IV	$ 137.00
TECH V	$ 152.00
TECH VI	$ 167.00
TECH VII	$ 182.00
TECH VIII	$ 197.00
TECH IX	$ 212.00
TECH X	$ 235.00
GIS	
GIS I	$ 120.00
GIS II	$ 140.00
GIS III	$ 160.00
GIS IV	$ 180.00
GIS V	$ 200.00
Information Technologists	
IT I	$ 145.00
IT II	$ 195.00
Expert Witness	$ 400.00

CHARGEABLE EXPENSES

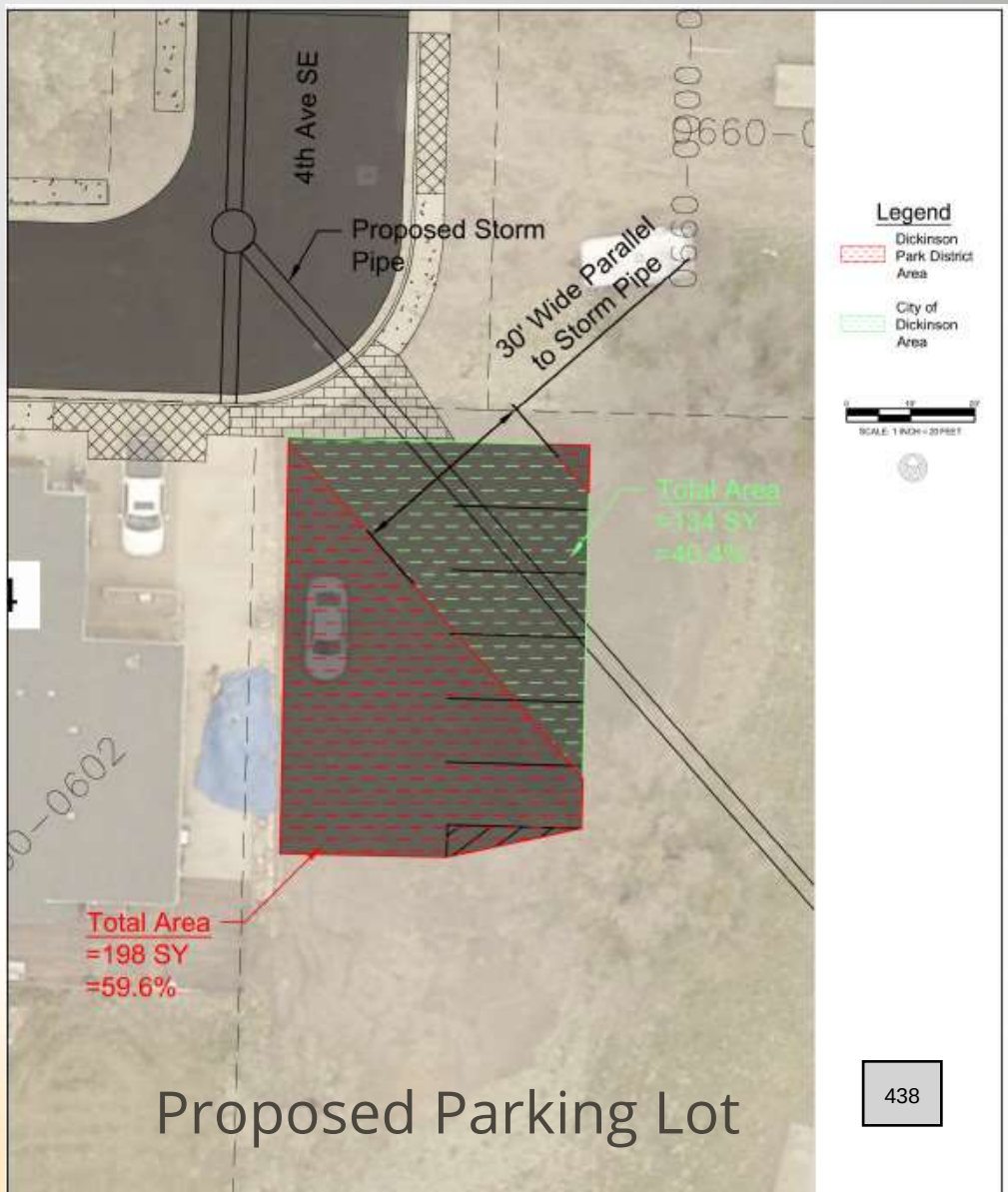
Subsistence	Actual cost
Subconsultant Services – Geotechnical	Actual cost plus 15%
Subconsultant Services – Other	Actual cost plus 10%
Survey Materials Required	Actual cost plus 25%
Plat Certification per Certification	$35.00
Recordation per Monument	$35.00
24" x 36" Prints per Page	$9.00
Other Miscellaneous Project Expenses	Actual cost
Travel Vehicle	$0.85 per mile
Survey Vehicle	$0.95 per mile
ATV	$75.00 per day
ATV with Tracks	$125.00 per day
UTV	$150.00 per day
UTV with Tracks	$200.00 per day
Snowmobile	$200.00 per day

Any and all sales and use tax, TERO or other special fees which apply to this contract.

202605 – 4th Ave SE Parking Lot



Existing Parking Lot



Proposed Parking Lot

CITY OF Dickinson North Dakota

Engineering Memorandum

September 22, 2026

RE: October 6th City Commission Meeting

202605 - UTILITY AND STREET IMPROVEMENT PROJECT – STORMWATER EASEMENT WITH DICKINSON PARK DISTRICT

For your consideration is a stormwater easement located within Lot 7 of the Auditors Plat No. 9. The property is owned by Dickinson Park District otherwise known as Jaycees Park. A storm sewer pipe was replaced with a larger pipe through this route with the City of Dickinson project number 202605 – 2026 Utility and Street Improvement project. The Dickinson Park District Board approved this stormwater easement at the September 14, 2026 board meeting. The City Attorney has reviewed the easement with no comments.

The city engineering staff recommends approval.

STORMWATER EASEMENT

Date: _____, 2026

For good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the terms and conditions contained herein, **PARK DISTRICT OF THE CITY OF DICKINSON** (hereinafter, "Grantor") whose address is 2004 Fairway Street, Dickinson, ND 58601 do hereby grant and convey to **CITY OF DICKINSON**, a North Dakota municipal corporation (hereinafter, "Grantee"), whose post office address is 38 1st Street West, Dickinson, North Dakota, 58601, its successors and assigns, an easement, over and across the real property, in Stark County, North Dakota, as described in Exhibit A. The term of this easement shall be for a period of ninety-nine (99) years from the effective date, or until such time as the Grantee is no longer using the Easement Area for the purposes set out in this easement, whichever is earlier.

WITNESSETH:

The purpose of the easement is for constructing, installing, operating, maintaining, repairing, replacing, and removing such stormwater infrastructure as the Grantee may require together with such surface appurtenances and rights of reasonable access required for the Grantee to access, power, control, distribute, regenerate, test, mark, locate, and maintain the municipal stormwater system in that certain real estate located in the City of Dickinson, Stark County, North Dakota, more particularly described as follows:

See Exhibit A

This easement is not exclusive. Grantor shall have the right to use and enjoy and develop the property. Grantor agrees that no structure or obstruction will be erected or permitted on or within the Easement Area and that Grantor will not change the ground elevation thereof without the written consent of Grantee or perform any act which will interfere with Grantee's rights under this easement. Grantee shall use, or allow the use of, the Easement Area only for the purposes set out in this easement, and for no other purpose. Grantee shall exercise its rights under this easement so as to minimize, and avoid if reasonably possible, interference with Grantor's use of the Easement Area. Grantee shall maintain and repair the Easement Area (and any improvements thereon) as necessary to keep the same in a neat, clean, and safe condition. Grantee shall, upon completion of any work within the Easement Area or on adjacent property, restore the surface of the Easement Area and any private improvements disturbed or destroyed and any other property disturbed during execution of the work as nearly as practicable to the condition it was in immediately before commencement of the work or entry by Grantee and remove therefrom all debris, spoils, and equipment resulting from or used in connection with the construction, installation, or access to the Easement Area.

IN TESTIMONY WHEREOF, The Grantor has caused these presents to be executed effective as of the 1st day of Sept., 2026.

PARK DISTRICT OF THE CITY OF DICKINSON

Tim Daniel

By: Tim Daniel
Its: President, Board of Park Commissioners

STATE OF North Dakota)
: ss.
COUNTY OF Stark)

On this 14th day of September, 2026, before me, a Notary Public in and for said County and State personally appeared Tim Daniel, known to me to be the authorized representative of the entity **PARK DISTRICT OF THE CITY OF DICKINSON** described in and who executed the within and foregoing instrument and acknowledged to me that such entity executed the same.

Patricia D Riely

Notary Public
Stark County, North Dakota

PATRICIA D RIELY
Notary Public
State of North Dakota
My Commission Expires April 21, 2027

CITY OF DICKINSON

_____
By: Scott Decker
Its: President, Board of City Commissioners

ATTEST

_____
Dustin Dassinger, City Administrator

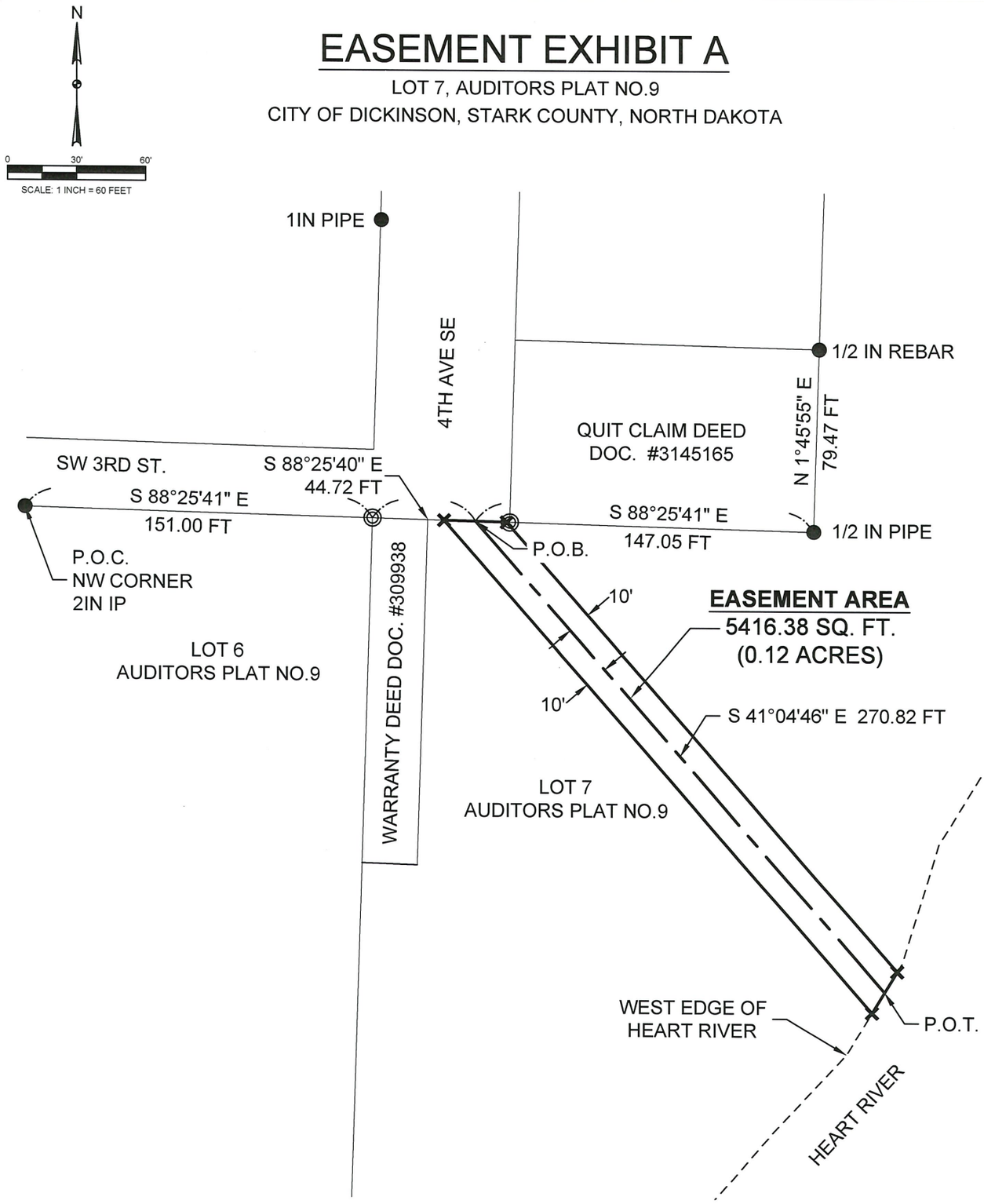
STATE OF NORTH DAKOTA)
: ss.
COUNTY OF STARK)

On this_____day of_____, 2026, before me, a notary public in and for said county and state, personally appeared Scott Decker and Dustin Dassinger, to me known to the be the President of the Board of City Commissioners and the City Administrator, for the City of Dickinson, and that executed the within and foregoing instrument, and acknowledged to me that they had full authority to act on behalf of the City of Dickinson and they executed the same.

_____
Notary Public

EASEMENT EXHIBIT A

LOT 7, AUDITORS PLAT NO.9
CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA



LEGEND

- ✕ CALCULATED EASEMENT CORNER
- ● EXISTING MONUMENT
- ◎ SET 18" #5 REBAR WITH ORANGE PLASTIC CAP, STAMPED LS-27331

NOTES:

SURVEY IS BASED ON NAD83(86), NORTH DAKOTA SOUTH ZONE 3302, GEOID12 A, US FEET.

PLAT IS SUBJECT TO ANY PRIOR EASEMENTS OR CONVEYANCES OF RECORD.

BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS PLATS DUE TO DIFFERENT METHODS OF MEASUREMENT.

REGISTERED PROFESSIONAL LAND SURVEYOR
BRETT
ZELTINGER
LS-27331
DATE: 8-31-26
NORTH DAKOTA

Apex Engineering Group

EASEMENT DESCRIPTION

A TRACT OF LAND BEING 10 FEET LEFT AND RIGHT OF A DESCRIBED CENTERLINE LOCATED IN LOT 7, AUDITORS PLAT NO.9, CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 6, AUDITORS PLAT NO.9, SAID POINT BEING A FOUND 2 INCH IP; THENCE S88°25'41"E A DISTANCE OF 151.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 6, AUDITORS PLAT NO.9; THENCE S88°25'40"E A DISTANCE OF 44.72 FEET TO THE POINT OF BEGINNING; THENCE S41°04'46"E A DISTANCE OF 270.82 FEET TO A POINT ON THE WEST EDGE OF THE HEART RIVER, SAID POINT BEING THE POINT OF TERMINATION.

SAID SIDELINES ARE TO BE SHORTENED OR PROLONGED TO SAID WEST EDGE OF HEART RIVER AND LOT LINE.

SAID DESCRIBED TRACT CONTAINS 5416.38 FEET OR 0.12 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, BRETT ZELTINGER, ND PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I MADE THE WITHIN AND FOREGOING PLAT AND DESCRIPTION OF LAND AS HEREIN DESCRIBED, AND THAT THE LOTS, DISTANCES, AREA AND LOCATION, AS INDICATED ON SAID PLAT AND CONTAINED IN SAID DESCRIPTION, ARE TRUE AND CORRECT, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BRETT ZELTINGER LS-27331 N.D. PROFESSIONAL LAND SURVEYOR

SUBSCRIBED AND SWORN ON BEFORE ME THIS 31 DAY OF August, 2026.

ZOWIE HEIGHTS ADDITION FUTURE LAND USE MAP AMENDMENT (FLM-001-2026)

CITY OF Dickinson North Dakota

ZOWIE HEIGHTS ADDITION FUTURE LAND USE MAP AMENDMENT (FLM-001-2026)

CITY OF Dickinson North Dakota

Zowie Heights Future Land Use Map Amendment Staff Report

To: City of Dickinson Planning and Zoning Commission
From: City of Dickinson Community Development
Date: September 2, 2026
Re: FLM-001-2026 Zowie Heights Future Land Use Map Amendment

APPLICANT
Jason Tormaschy
2845 10th Avenue East
Dickinson, ND, 58601

APPLICANT'S REPRESENTATIVE
Nick Jensen
Western Edge Surveying, PLLC
1175 Lincoln Street
Dickinson ND 58601

Public Hearing	September 9, 2026	Planning and Zoning Commission
Public Hearing	October 6, 2026	City Commission
Final Consideration	October 20, 2026	City Commission

To consider a Future Land Use Map amendment for a 30-acre property located in the SE ¼ of Section 27, Township 140 North, Range 96 West, in the City of Dickinson's Extra-Territorial Zone (ETZ). The subject property is legally described as Lots 1, 2, and 3, Block 1 of the Zowie Heights Addition Subdivision. The applicant seeks to rezone the subject lots from Agricultural (AG) to General Commercial (GC) and to annex the property.

The applicant seeks to change the Future Land Use Map designation of the subject lots from Agricultural category and the Rural Reserve overlay district into the Commercial category.

Staff recommendation: Staff recommends **approval** of this future land use map amendment contingent on the approval of the associated REZ-005-2026, PLP-005-2026, ANX-001-2026, and the associated development agreement.

The companion Zowie Heights Addition preliminary major subdivision is also scheduled for public hearing at the September 9, 2026 Planning and Zoning Commission meeting (PLP-005-2026).

The companion Zowie Heights rezone request is also scheduled for public hearing at the September 9, 2026 Planning and Zoning Commission meeting (REZ-005-2026).

The companion Zowie Heights annexation is also scheduled for public hearing at the September 9, 2026 Planning and Zoning Commission meeting (ANX-001-2026).

LOCATION

The property is generally located to the east of 4th Avenue East, and is legally described as Lots 1, 2, and 3, Block 1 of the proposed Zowie Heights Addition Subdivision, located in the SE ¼ of Section 27, Township 140 North, Range 96 West, of the 5th Principal Meridian, Stark County, North Dakota, in the City of Dickinson's Extra-Territorial Zone (ETZ).

CURRENT ZONING	**AG**
FUTURE LAND USE MAP DESIGNATION	**AGRICULTURAL/RURAL RESERVE**
GROSS SITE ACREAGE	**+/- 30.00 acres**
LOTS PROPOSED	**N/A**

ZONING & LAND USE IN THE GENERAL VICINITY		
Direction	**Zoning**	**Land Use**
North	PUD, AG, RR	Residential planned unit development; undeveloped
East	AG, RR	Single-family residential; undeveloped
South	AG, MH, GC	Undeveloped; oil well; mobile home park
West	GC	Commercial

STAFF ANALYSIS

BACKGROUND

When the FLUM was adopted in October 2025 as part of the Direction 2050: Dickinson Transportation Master Plan and Comprehensive Plan Update, the subject property was placed in the Agricultural and Rural Reserve categories. According to Chapter 4 Land Use of the Comprehensive Plan, the FLUM designations were determined as follows:

- City planner input on general mapping strategies as well as the location of specific FLUM designations;
- Public comment received on specific FLUM designations;

- Existing land use pattern;
- Development trends;
- Land use compatibility; and
- Preferred future development of existing properties.

These factors are listed on page 110 of Chapter 4 Land Use of the Comprehensive Plan.

CONSISTENCY, COMPATIBILITY, AND RECOMMENDATIONS

Consistency with Comprehensive Plan

The site is located in the Agricultural Category with the Rural Reserve overlay category on the future land use map (FLUM). According to Table 5-2. Zoning District Compatibility with Future Land Use Categories, the General Commercial (GC) zoning district is not permitted in the Agricultural category of the FLUM. The GC zoning district is permitted in the Commercial category of the FLUM.

The subject property is located in the Rural Reserve category in the Dickinson future land use map (FLUM). According to page 77 of the 2050 Comprehensive Plan Update, properties located in the Rural Reserve category are reserved for future annexations. As mentioned in the previous section of this staff report, the proposed annexation (ANX-001-2026) is also scheduled for public hearing at this September 9, 2026 meeting. City staff reviewed the annexations request and recommends approval as the request meets the requirements outlined in the 2050 Comprehensive Plan Update.

Policy 1.3.4 of the Chapter 4 Land Use of the City of Dickinson Comprehensive Plan states the following:

The City shall review FLUM amendments applications and shall take into consideration and record as findings of fact in an ordinance that approves a requested Future Land Use Map Amendment the following factors:

- *Impact to the FLUM.*
- *Consistency with comprehensive plan policies and all other city plans.*
- *Availability of city infrastructure to serve the property in which the FLUM amendment is requested.*
- *Location of the property in relation to planned thoroughfares and the availability and cost to the City to provide infrastructure.*
- *Compatibility of the requested future land use designation in relation to abutting or adjacent future land use designations.*

- *Extent to which the requested future land use designation establishes or reinforces an urban sprawl pattern of development as opposed to an orderly, compact form of development.*
- *Whether the first two phases of the Capital Improvement Program include programmed improvements in the area where the FLUM amendment is proposed.*
- *Short-term and long-term fiscal impacts to the City of approving the FLUM amendment.*

Staff finds the following:

- Properties within the general vicinity are developed with commercial uses and high-density residential uses.
- Approval of the request to amend the subject property from AGRICULTURAL/RURAL SERVICE should not result in uses that would be incompatible with the emerging development pattern in the general vicinity.
- The adjacent property to the south is located within the Rural Reserve area, and that property is currently developed with an oil well. The current use on the adjacent property limits its ability
- Approval of the proposed amendment would be consistent with the adjacent FLUM categories. The proposed Commercial category would be contiguous with the existing commercial developments to the west of the subject property.

Compatibility with Local Uses

The applicant has indicated they are intending to utilize the property for future commercial development. The site is currently zoned AG. If the FLUM is approved, the proposed rezoning from AG to GC would permit the following commercial uses:

- Auto rental/sales/services;
- Equipment rental/sales/repair;
- Business support services
- Business/trade school;
- Communication service;
- Construction sale/service;
- Food sales;
- Gaming facility;
- General retail services;
- Personal improvement/services; and
- Research services.

STAFF RECOMMENDATIONS

Public Input: Staff has not received any public input as of the date of this report.

Staff Recommendation: City of Dickinson Community Development staff recommends **approval** of FLM-001-2026 contingent upon the approval of PLP-005-2026, REZ-005-2026, ANX-001-2026, and the associated development agreement.

MOTIONS:

*****Approval*****

"I move the City of Dickinson Planning and Zoning Commission recommend approval of **FLM-001-2026: The Zowie Heights Future Land Use Map Amendment** *as being consistent with the City of Dickinson Comprehensive Plan, as meeting all the requirements of the Dickinson Municipal Code and also being in the interest of the public health, safety and welfare "*

(AND) the following additional requirements **(IF THE PLANNING AND ZONING COMMISSION RECOMMENDS ANY ADDITIONS AND/OR DELETIONS TO THE PROPOSED MOTION LANGUAGE):**

1. _____;
2. _____.

*****Denial*****

"I move the Dickinson Planning and Zoning Commission recommend denial of **FLM-001-2026: The Zowie Heights Future Land Use Map Amendment** *as NOT being consistent with the City of Dickinson Comprehensive Plan, NOT meeting all the requirements of the Dickinson Municipal Code and as being contrary to interest of the public health, safety and welfare."*

ZOWIE HEIGHTS ADDITION REZONING REQUEST (REZ-005-2026)

CITY OF Dickinson North Dakota

Zowie Heights Addition Zoning Map Amendment Staff Report

To: City of Dickinson Planning and Zoning Commissioners
From: City of Dickinson Community Development Services
Date: September 2, 2026
Re: REZ-005-2026 Zowie Heights Addition Zoning Map Amendment

APPLICANT
Jason Tormaschy
2845 10th Avenue East
Dickinson, ND, 58601

APPLICANT'S REPRESENTATIVE
Nick Jensen
Western Edge Surveying, PLLC
1175 Lincoln Street
Dickinson ND 58601

Public Hearing	September 9, 2026	Planning and Zoning Commission
Public Hearing	October 6, 2026	City Commission
Final Consideration	October 20, 2026	City Commission

The applicant is requesting approval of a Zoning Map Amendment from Agricultural (AG) to General Commercial (GC) for Lots 1, 2, and 3 of Block 1 of the proposed Zowie Heights Addition Subdivision, being a portion of the SE ¼ of Section 27, Township 140 North, Range 96 West, in the City of Dickinson's Extra-Territorial Zone (ETZ). According to the applicant, the purpose of this subdivision is to annex the properties into City limits and further develop the lots commercially. The site consists of +/- 30.00 acres.

Staff recommendation: Staff recommends **approval** of this zooming map amendment contingent on approval of the associated PLP-005-2026, FLM-001-2026, ANX-001-2026, and the associated development agreement.

The companion Zowie Heights Addition preliminary major subdivision is also scheduled for public hearing at the September 9, 2026 Planning and Zoning Commission meeting (PLP-005-2026).

The companion Zowie Heights future land use map amendment is also scheduled for public hearing at the September 9, 2026 Planning and Zoning Commission meeting (FLM-001-2026).

DRAFT

The companion Zowie Heights annexation is also scheduled for public hearing at the September 9, 2026 Planning and Zoning Commission meeting (ANX-001-2026).

LOCATION

The property is generally located to the east of 4th Avenue East and is legally described as Lots 1, 2, and 3, Block 1 of the proposed Zowie Heights Addition Subdivision, located in the SE ¼ of Section 27, Township 140 North, Range 96 West, of the 5th Principal Meridian, Stark County, North Dakota, in the City of Dickinson's Extra-Territorial Zone (ETZ).

CURRENT ZONING	**AG**
FUTURE LAND USE MAP DESIGNATION	**AGRICULTURAL**
GROSS SITE ACREAGE	**+/- 30.00 acres**
LOTS PROPOSED	**N/A**

ADJACENT ZONING & LAND USE		
Direction	**Zoning**	**Land Use**
North	PUD, AG	Residential planned unit development; undeveloped
East	AG, RR	Single-family residential; undeveloped
South	AG	Undeveloped; oil well
West	GC	Commercial

CONSISTENCY, COMPATIBILITY, COMPLIANCE, AND RECOMMENDATIONS

Consistency with the Comprehensive Plan

The site is located in the Agricultural Category with the Rural Reserve overlay category on the future land use map (FLUM). According to Table 5-2. Zoning District Compatibility with Future Land Use Categories, the General Commercial (GC) zoning district is not permitted in the Agricultural category of the FLUM. The Rural Reserve overlay category does not allow for lots to rezone into either the AG or Rural Residential (RR) zoning districts. The property owner has submitted a companion FLUM amendment application to the Commercial category to allow for the proposed rezone (FLM-001-2026).

Compatibility

The proposed rezoning is comparable to and compatible with the existing GC zoning districts of the adjacent properties to the west of a property, and the proposed rezoning is comparable to and compatible with the development pattern in the general vicinity.

Compliance with The Municipal Code

The proposed Lots 1, 2, and 3 of Block 1 of the Zowie Heights Addition Subdivision are each approximately 10 acres. According to Table 62-162-3a: Summary of Site Development Regulations in the Municipal Code, the minimum lot size for lots in the GC zoning district is 12,000 square feet. The proposed lots meet the minimum lot size requirement of the GC zoning district.

PUBLIC INPUT AND STAFF RECOMMENDATION

Public Input: Staff has not received any public input as of the date of this report.

Staff Recommendation: City of Dickinson Community Development staff recommends **approval** of REZ-005-2026 contingent on the approval of PLP-005-2026, FLM-001-2025, ANX-001-2026, and the associated development agreement.

MOTIONS:

*****Approval*****

"I move the City of Dickinson Planning and Zoning Commission recommend approval of **REZ-005-2026: The Zowie Heights Zoning Map Amendment** *as being consistent with the City of Dickinson Comprehensive Plan, as being compliant with the City of Dickinson Zoning Ordinance, and as being in the interest of the public health, safety and welfare "*

(AND) the following additional requirements **(IF THE PLANNING AND ZONING COMMISSION RECOMMENDS ANY ADDITIONS AND/OR DELETIONS TO THE PROPOSED MOTION LANGUAGE):**

1. _____;
2. _____.

*****Denial*****

"I move the Dickinson Planning and Zoning Commission recommend Denial of **REZ-005-2026: The Zowie Heights Zoning Map Amendment** *as NOT being consistent with the City of Dickinson Comprehensive Plan, as not being compliant with the City of Dickinson Zoning Ordinance, and as being contrary to the interest of the public health, safety and welfare."*

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE DISTRICT ZONING MAP FOR REZONING AND RECLASSIFYING DESIGNATED LOTS, BLOCKS OR TRACTS OF LAND WITHIN THE EXTRATERRITORIAL ZONING JURISDICTION OF THE CITY OF DICKINSON, NORTH DAKOTA.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF DICKINSON, NORTH DAKOTA, AS FOLLOWS:

Section 1: That the City of Dickinson Zoning Map as provided in the City Code Section 62-159 and 62-162, designating the area and boundaries of the "AG" and "GC" zoning districts within the extraterritorial zone jurisdiction of the City of Dickinson, North Dakota, be amended as follows:

1. To reclassify and rezone parcels from Agricultural (AG) to General Commercial (GC) described as follows:

   Lots 1, 2, & 3 of Block 1 of the Zowie Heights Addition, being a portion of the SE¼ of Section 27, Township 140 North, Range 96 West, in the City of Dickinson's Extraterritorial Zone (ETZ), Stark County, North Dakota

Section 2: **Repeal of Ordinances in Conflict.** All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

Section 3: **Severability.** In the event any section of this Ordinance is held invalid by court of competent jurisdiction, the invalidity shall extend only to the section affected, and other sections of this Chapter shall continue in full force and effect.

Section 4: **Effective Date:** This Ordinance shall be in full force and effect form and after final passage.

_____
Scott Decker, President
Board of City Commissioners

ATTEST

_____
Dustin Dassinger, City Administrator

First Reading: _____, 2026
Second Reading: _____, 2026
Final Passage: _____, 2026

ZOWIE HEIGHTS ADDITION ANNEXATION REQUEST (ANX-001-2026)

CITY OF Dickinson North Dakota

Zowie Heights Addition Annexation Request Staff Report

To: City of Dickinson Planning and Zoning Commission
From: City of Dickinson Community Development
Date: September 2, 2026
Re: ANX-001-2026 Zowie Heights Addition Annexation Request

APPLICANT
Jason Tormaschy
2845 10th Avenue East
Dickinson, ND, 58601

APPLICANT'S REPRESENTATIVE
Nick Jensen
Western Edge Surveying, PLLC
1175 Lincoln Street
Dickinson ND 58601

Public Hearing	September 9, 2026	Planning and Zoning Commission
Final Consideration	October 6, 2026	City Commission

To consider an annexation request for a 30-acre property legally described as Lot 1, Block 1 of the Zowie Heights Addition Subdivision, located in the SE ¼ of Section 27, Township 140 North, Range 96 West, in the City of Dickinson's Extra-Territorial Zone (ETZ). The applicant seeks to amend the future land use map (FLUM) from the Agricultural to Commercial designation, and to rezone the subject lots from Agricultural (AG) to General Commercial (GC).

Staff recommendation: Staff recommends **approval** of this annexation request contingent on the approval of the associated REZ-005-2026, PLP-005-2026, FLM-001-2026, and the associated development agreement.

The companion Zowie Heights Addition preliminary major subdivision is scheduled for public hearing at the September 9, 2026 Planning and Zoning Commission meeting (PLP-005-2026).

The companion Zowie Heights rezone request is also scheduled for public hearing at the September 9, 2026 Planning and Zoning Commission meeting (REZ-005-2026).

The companion Zowie Heights future land use map amendment is also scheduled for public hearing at the September 9, 2026 Planning and Zoning Commission meeting (FLM-001-2026).

DRAFT

LOCATION

The property is generally located to the east of 4th Avenue East and is legally described as Lot 1, Block 1 of the proposed Zowie Heights Addition Subdivision, located in the SE ¼ of Section 27, Township 140 North, Range 96 West, of the 5th Principal Meridian, Stark County, North Dakota, in the City of Dickinson's Extra-Territorial Zone (ETZ).

CURRENT ZONING	**AG**
FUTURE LAND USE MAP DESIGNATION	**AGRICULTURAL/RURAL RESERVE**
GROSS SITE ACREAGE	**+/- 30.00 acres**
LOTS PROPOSED	**N/A**

ZONING & LAND USE IN THE GENERAL VICINITY		
Direction	**Zoning**	**Land Use**
North	PUD, AG, RR	Residential planned unit development; undeveloped
East	AG, RR	Single-family residential; undeveloped
South	AG, MH, GC	Undeveloped; mobile home park
West	GC	Commercial

STAFF ANALYSIS

BACKGROUND

The subject property is located in the Rural Reserve category in the Dickinson future land use map (FLUM). According to page 77 of the 2050 Comprehensive Plan Update, properties located in the Rural Reserve category are reserved for future annexations. The proposed annexation meets the requirements outlined in the 2050 Comprehensive Plan Update.

CONSISTENCY, COMPATIBILITY, AND RECOMMENDATIONS

Consistency with Comprehensive Plan

Policy 1.4 of the Chapter 4 Land Use of the City of Dickinson Comprehensive Plan states that all annexation requests must address the following questions:

1) Any and all City infrastructure (water, sewer and roads) that will need to be extended to the annexation site.

2) Any and all new or enlarged City infrastructure facility that will be needed to extend City services to the annexation site.
3) A master plan for the annexation site, including the approximate area of each proposed general land use type, the density of planned residential uses and the intensity of planned non-residential uses.
4) The estimated water demand of the planned development of the annexation site.
5) The estimated peak hour traffic that will be generated from the planned development of the annexation site.
6) An evaluation of City Police and Fire Department's ability to safely provide service to the annexation site.
7) When applicable, the cost of providing urban services to existing rural development.
8) A cost estimate, prepared by a licensed engineer, of the cost of providing or extending urban services specified in above.

The proposed subdivision is expected to be further developed in the future. At this time, the property owner has not submitted a master plan for the property to the City. Community Development staff does not have major concerns with water, sanitary sewer, and stormwater capacity for the property.

Community Development staff is proposing a development agreement with the property owner that runs with the land, which shall require the property owner to submit a master plan prior to the approval of any development applications or building permits.

Compatibility with Local Uses

Lot 1, Block 1 of the proposed Zowie Heights Addition preliminary major subdivision is 30 acres. The property owner is requesting to rezone the property into the General Commercial (GC) zoning district. According to Table 62-162-3b: Summary of Site Development Regulations, the minimum lot size for the GC zoning district is 12,000 square feet. Factoring in an estimated ten (10) percent of the lot to be dedicated as public right-of-way, the property owner may be able to subdivide the lot into approximately 96 total lots.

STAFF RECOMMENDATIONS

Public Input: Staff has not received any public input as of the date of this report.

Staff Recommendation: City of Dickinson Community Development staff recommends **approval** of ANX-001-2026 contingent on the approval of PLP-005-2026, FLM-001-2026, REZ-005-2026, and the associated development agreement.

MOTIONS:

*****Approval*****

"I move the City of Dickinson Planning and Zoning Commission recommend approval of **ANX-001-2026: The Zowie Heights Addition Annexation Request** *as being consistent with the City of Dickinson Comprehensive Plan, meeting all the requirements of the Dickinson Municipal Code, and also being in the interest of the public health, safety and welfare "*

(AND) the following additional requirements **(IF THE PLANNING AND ZONING COMMISSION RECOMMENDS ANY ADDITIONS AND/OR DELETIONS TO THE PROPOSED MOTION LANGUAGE):**

1. _____;
2. _____.

*****Denial*****

"I move the Dickinson Planning and Zoning Commission recommend denial of **ANX-001-2026: The Zowie Heights Addition Annexation Request** *as NOT being consistent with the City of Dickinson Comprehensive Plan, NOT meeting all the requirements of the Dickinson Municipal Code, and as being contrary to interest of the public health, safety and welfare."*

ORDINANCE NO. _____ 2026

AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF DICKINSON, NORTH DAKOTA, AND ANNEXING CERTAIN TRACTS OF LAND ADJACENT TO THE BOUNDARIES OF THE PRESENT CITY LIMITS

WHEREAS, the City of Dickinson has received a written petition to annex to the city limits certain real property contiguous to the City of Dickinson; and

WHEREAS, such petition is signed by the not less than three-fourths in assessed value of the property of the territory proposed to be annexed, which such territory is contiguous or adjacent to the incorporated municipality of the City of Dickinson and is not embraced within the limits thereof; and

WHEREAS, NDCC §40-51.2-07 permits annexation by ordinance of the governing body upon receipt of such a petition; and

WHEREAS, the Board of City Commissioners of the City of Dickinson, North Dakota, desires to annex the property to the City of Dickinson for the following reasons: The territory is contiguous to the City of Dickinson, and its proposed annexation will contribute to and facilitate the orderly growth and development of both the City and the territory proposed to be annexed; annexation will encourage natural and well-ordered development of the City of Dickinson and the territory proposed to be annexed; annexation will extend municipal government to areas which form a part of the whole community of Dickinson; annexation will simplify government structure in the area of the City of Dickinson; annexation will recognize the interrelationship and interdependence between the City of Dickinson and areas contiguous or adjacent thereto; annexation will contribute to the proper and orderly layout, design and construction of streets, gutters, sidewalks, water mains, sanitary and storm water sewers and drainage facilities, both within the City and within the territory proposed to be annexed; and annexation will provide and facilitate the proper overall planning and zoning of land, and subdivision of lands in the City and the territory proposed to be annexed in a manner most conducive to the welfare of the City and the territory proposed to be annexed;

THEREFORE, BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF DICKINSON, NORTH DAKOTA, AS FOLLOWS:

Section 1: The following real property, situated, lying and being in the Stark County, State of North Dakota, is hereby annexed to the city limits of the City of Dickinson:

> Lots 1, 2, and 3 of Block 1 of the Zowie Heights Addition, being a portion of the SE¼ of Section 27, Township 140 North, Range 96 West, in the City of Dickinson's Extraterritorial Zone (ETZ), Stark County, North Dakota

Section 2: A notice of the presentation of the petition and the City Commission's consideration of this ordinance shall be given by one publication in the official newspaper of the City.

Section 3: A notice of the time and place of the presentation of the petition and the City Commission's consideration of this ordinance shall be mailed, by certified mail, to the owner

of each parcel of real property within the area described herein at the person's last-known mailing address. The notice is not required to be sent to any owner of real property who signed the petition requesting annexation. The City shall also mail, by certified mail, the notice described herein to the governing body of Stark County, North Dakota, as a county directly affected by the land area petitioned to be annexed.

Section 4: Repeal of Ordinances in Conflict. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

Section 5: Severability. In the event any section of this Ordinance is held invalid by court of competent jurisdiction, the invalidity shall extend only to the section affected, and other sections of this Chapter shall continue in full force and effect.

Section 6: Effective Date: This Ordinance shall be in full force and effect from and after final passage.

_____
Scott Decker, President
Board of City Commissioners

ATTEST

_____
Dustin Dassinger, City Administrator

First Reading:
Second Reading:
Final Passage:

CITY OF Dickinson North Dakota | ENGINEERING

Memorandum

Date: 10/31/2024
Author: Josh Skluzacek

RE: Concrete Repair and Removal Standard Operating Procedure for Projects

Remarks

The following guidelines are used for determining concrete replacements in projects where concrete improvements are assessed back to the adjacent landowner. Concrete meeting any of the following conditions is to be marked for replacement. These standards are intended to follow ASTM D6433 when determining the types and severity of distresses

- Distress Types Requiring Replacement
  - Cracking
    - Uncontrolled cracks that have separated by more than 0.25-inchs or have a horizontal offset of greater than 0.5-inches. Additionally, cracks that are starting to experience chipping along the length of the cracks.
    - Concrete has multiple cracks, including a single longitudinal separating crack.
    - A minimum of 2 five-foot-long panels may left in place between panels that are designated for removal
    - A route and seal of all cracks being less than defined above shall be utilized. Five or more cracks in a single segment of curb and gutter is to be replaced. Three or more cracks in a single panel of sidewalk is to be replaced.
  - Spalling and Pop-outs
    - Concrete with 25% or more spalling/scaling.
    - Pop-outs that cover more than 25% of the surface and result in an uneven surface or are extremely unsightly.
    - Spalling and pop-outs greater than 0.25-inches deep and 9-square inches or more shall be repaired. No vertical face spall repairs are allowed.
    - If the spalling and pop-out depth is great than 1/3 of the concrete thickness, the concrete shall be replaced and not repaired.
  - Damaged (Blow up, Corner Break, Divided Slab, Faulting)
    - Damaged concrete that has any deficiencies listed above shall be removed.
    - Use engineering judgement to determine if curb and gutter with minor snowplow damage without drainage concerns may be left in place. In general

curb and gutter having a “snow plow chip greater than .5” deep or over 18 square inches in area shall be replaced.

- ADA Compliance
  - Sidewalk panels with greater than 0.25-inch vertical edge is considered a tripping hazard; typically, the panel that has settled is replaced.
  - If pedestrian ramp is not present at an intersection, ADA ramps shall be installed. Two sidewalk panels are typically removed for the ramp on a relatively flat grade. Use engineering judgment and follow ADA guidelines in areas with steep grades.
  - If pedestrian ramps are present, ramps are left in place if in good condition and do not otherwise warrant replacement.
  - If the sidewalk or driveway has more than a 2% cross slope section should be replaced. This may not be economically possible or require going off the Right of Way. Use judgement to validity.
- Drainage Issues
  - Concrete that is settled and holding water or causing a lack of drainage flow on the pavement.
  - Curb and gutter radii where new valley gutters are proposed.
  - Sidewalk and curb & gutter where trench drains are required.
  - Concrete that has had elevations impacted by tree roots.
- Designed Changes to Curb and Gutter
  - If there is a grade change required to provide positive drainage or improve a vertical or horizontal curve, these changes are not to be special assessed to the property owners.

Note: In some instances, there may be longer stretches of concrete replacement with one sidewalk panel or curb section that is questionable. In these cases, use engineering judgement to determine if the entire length should be replaced. i.e. saving segments of 5-feet or less should be considered from a constructability standpoint.

2027 Watermain Replacement Project

LEGEND

- SPECIAL IMPROVEMENT DISTRICT (SID) BOUNDARY
- TAX PARCEL
- DICKINSON ORIGINAL PLAT
- HILLIARD & MANNING FIRST

CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota

Frequently Asked Questions

2027 Watermain Replacement Project

What does the project consist of?

- The work is anticipated to take place during the construction season of 2027 – likely from May to November.
- Replacement of only lead service line to the water meter in the home or building.
- New watermain is to be installed.
- New storm water main and inlets to be installed along 2nd Avenue West from 2nd to 3rd Streets West
- Street improvements to include curb and gutter, sidewalks, and street pavement

Will there be a special improvement district with the project?

- Yes: The interest rate is set based on the 10 Year Treasure Note daily average for September 2025 which is 4.1% for 10-years unless you decide to pay in full prior to the October 2028 deadline.
- Landowners will only be assessed for the actual concrete sidewalk improvements completed adjacent to their property by the project contractor.
- You can hire a private contractor in many circumstances to complete the concrete improvements. Please contact the City of Dickinson Engineering Department prior to beginning this process. Also, please be aware that prior to beginning private concrete work within the right of way, landowners are required to obtain a Right of Way Concrete Permit, the work must be completed by a City Licensed Contractor, and the work must be coordinated with the City, and their consultant. Coordination between your contractor and the city can be done at the same time as the Right of Way Concrete Permit. The work must be completed during the 2027 construction season.

Can I add additional concrete improvements to the project and include the associated costs with my assessment?

Absolutely, landowners are allowed to add additional concrete improvements within the right of way to the project. The engineer would prepare an Additional Work Acknowledgement Form for landowner approval prior to completing the work. This form can be found on the City of Dickinson website.

Can I add replacing my driveway beyond the right of way to this project?

Unfortunately, concrete improvements beyond the right of way cannot be added to this project. Landowners would need to coordinate those improvements on their own.

Will there be any disruptions to your water service during construction?

There may be temporary disruptions to your water service during the construction, but the Contractor will provide advance notice to affected residents and businesses and will work to minimize any inconveniences.

Are there any alternative routes or detours planned during construction?

The City will provide advance notice of any lane closures or detours during the construction, and will work to provide alternative routes to minimize disruptions to traffic as much as possible.

Can I park on the street during the project?

There will be limited street related disturbances related to the work being the lead service lines to be replaced are only located between the curb stop and the water meter in the home or building.

Can I park in my driveway during construction?

Absolutely, the only exception would be during the time the driveway and/or adjacent curb and gutter is being replaced and is curing. The anticipated cure time is 7-days before you can drive on the concrete.

Will emergency services be affected by the project?

Emergency services have been informed about the planned service line replacement project. While access will be maintained, it's advisable to be extra cautious when emergency vehicles are navigating the area.

What if I have landscaping or items near the edge of the street?

Items outside of the sidewalk or right-of way should not be affected; however, if you have landscaping or other items near the edge of the street, it's a good idea to remove these items for their protection.

How can I stay updated on the progress of the project?

You can stay informed about the project's progress through the City's social media posts or by reaching out to the city engineering department.

Will there be any changes to garbage collection or mail delivery during the project?

Garbage collection and mail delivery will not change and will not be affected.

What should I do if I have concerns or issues during the project?

If you have any concerns or encounter issues related to the project, feel free to contact the City engineering department. They will be able to address your questions and assist with any problems you may encounter.

Engineering Memorandum

September 21, 2026

RE: October 6th City Commission Meeting

2027 WATERMAIN REPLACEMENT PROJECT SID CREATION – 202703-1

For your consideration is a resolution to determine the protests for the 2027 Road Maintenance project (City Project Number 202701) Special Improvement District (SID) number 202701-1. The resolution to establish the SID was approved at the July 7, 2026 City Commission meeting. The 2027 Watermain Replacement Project is planned to be constructed to replace concrete curb and gutter, sidewalk and accessibility ramp construction, asphalt patching and replacement in areas of need, and an asphalt mill and overlay where possible. The proposed SID will also replace deteriorating driveway approaches and sidewalks as well as correct deficiencies on pedestrian facilities where practical within the right-of-way. The interest rate is proposed to be 4.1% which was the average daily 10-year Treasury Yield interest rate for the month of September 2025.

The protest period for the project, as required by North Dakota Century Code, ended at 8:00 AM Mountain Time on Monday September 21, 2026. A total number and overall percental of the protests are provided below. These protests did not meet the statutory requirement to bar the City of Dickinson from proceeding with the special improvement project.

- Total Area of Protests = 0.0 Acres
- Total Area in the SID = 4.40 Acres
- Area Percentage = 0.0%
- Total Number of Protests = 0
- Total Properties in the SID = 26
- Properties Percentage = 0.0%

The project benefits are listed below:

- The streets, curb and gutter, and sidewalks need repairs. Several of the sidewalks are not ADA compliant. These improvements will ensure safe pedestrian walkability and access throughout the neighborhood. The street improvements will extend the life expectancy of the roadways and will reduce maintenance costs for the City of Dickinson. Further explanation of the benefits of the project are noted in the PER.
- Approximately 3 blocks of watermains are 6-inch cast iron watermain. These mains are the most frequent material to break. The mains are often corroded, filled with mineral deposits, cause water color issues, and lack sufficient flow to meet fire flow requirements.
- There are multiple lead services lines that will be replaced from the watermain all the way to the meter in the building and will be paid for 100% by the City of Dickinson. The lead service lines replacements will ensure safe drinking water.

Construction for this project is scheduled for the summer of 2027, with the bidding anticipated for late fall or early winter of 2026. The preliminary opinion of construction cost for the street improvement portion of the project that will be included in the Special Improvement District is $85,061.50 as specified in the PER vs. the total project cost estimate (including construction engineering services) for this project being $2,624,400.00. The assessment amount for each property will be included in property

taxes and paid back over 10 years at an interest rate of 4.1%. Those who pay their assessments in full by October 1, 2028, will not be charged interest or penalties.

If this resolution is approved by the City Commission, engineering staff will proceed with finalizing the project plans and specification, and the project will be put out to bid.

The City Engineering staff recommends approval.

SID PUBLIC MEETING - SIGN IN SHEET

PROJECT: **2027 Watermain Replacement** **MEETING DATE:** September 3, 2026

FACILITATOR: City of Dickinson **LOCATION:** WRCC – Community Room

NAME	ADDRESS
Scott Schneider (Apex)	2478 7th St W Dickinson, ND 58601
Benjamin Rae	2652 Prairie Oak Dr. Dickinson, ND 58601
James Keidrowski (Apex)	
Josh Skluzacek (City)	
Greg Melchior (City)	
Kris Keller (City)	
Natalie Birchak (City)	
Britani Bohacek (City)	
Dan Miner (City)	

Sheet 1

RESOLUTION NO. – 2026

A RESOLUTION DETERMINING WRITTEN PROTESTS TO THE 2027 WATERMAIN REPLACEMENT PROJECT SPECIAL IMPROVEMENT DISTRICT NO. 202703-1 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 18th day of August, 2026, the Board of City Commissioners of the City of Dickinson adopted Resolution No. 38-2026, creating the 2027 Watermain Replacement Project Special Improvement District No. 202703-1; and

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 creates the 2027 Water Replacement Project Special Improvement District No. 202703-1. Such special assessment improvement district shall include the following:

LOTS 1-12, BLOCK 15, ORIGINAL PLAT
LOTS 13-24, BLOCK 16, ORIGINAL PLAT
LOTS 1-6, BLOCK 2, HILLIARD & MANNING ADDITION
LOTS 7-12, BLOCK 3, HILLIARD & MANNING ADDITION
LOTS 19-24, BLOCK 18, ORIGINAL PLAT
LOTS 1-6, BLOCK 18, ORIGINAL PLAT
LOTS 13-24, BLOCK 19, ORIGINAL PLAT

2. Pursuant to N.D.C.C. § 40-22-19, the Board of City Commissioners hereby directs the advertisement of bids for the 2027 Road Maintenance Project.

3. Pursuant to NDCC 40-22-10, the Board of City Commissioners hereby directed 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. § 40-22-09 and 40-22-16, 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 97% and the portion that specifically benefits the property in the district is 3%.

5. Pursuant to N.D.C.C. § 40-22-18, the City of Dickinson received 0 protests for a total of 0.0% of the total area within the special improvement district being protested.

6. 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.

7. 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.

8. The Board of City Commissioners hereby declares the interest rate for this proposed improvement district to be 4.1%, and the term of payment for the proposed improvement district to be 10 years.

Dated this ____ day of October, 2026.

_____
Scott Decker, President
Board of City Commissioners

ATTEST:

_____
Dustin Dassinger
Dickinson City Administrator