CITY COMMISSION MEETING - 4/7/2026 AGENDA

Tuesday, April 07, 2026 at 4:30 PM MT
City Hall – 38 1st Street West Dickinson, ND 58601

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

CALL TO ORDER

ROLL CALL

OPENING CEREMONIES: PLEDGE OF ALLEGIANCE

1. ORDER OF BUSINESS: CONSIDERATION FOR APPROVAL

A. Resolution No: 15-2026

Ordinance No: 1852

2. CONSENT AGENDA

A. Approval of City Commission Meeting Minutes dated March 24, 2026 (Enc.)

Presented by: President Decker

Consideration to approve

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

Presented by: President Decker

Consideration to approve

3. ADMINISTRATION / FINANCE

A. Abatement Hearing - 2566 State Blvd (Enc.)

Presented by: Assessor Dickinson

Consideration to approve

B. Child Abuse Prevention Month Proclamation (Enc.)

Presented by: Vice President Baer

Consideration to approve

4. PUBLIC WORKS

A. Declaration of Surplus Supply (Enc.)

Presented by: Interim Public Works Director Waldo

Consideration to approve Resolution No. ____

B. **Land Lease - 35 Acre Pasture Lease (Enc.)**

Presented by: Interim Public Works Director Waldo

Consideration to approve Lease

C. **Agricultural Drone Services Bid Award (Enc.)**

Presented by: Interim Public Works Director Waldo

Consideration to approve bid

5. **PUBLIC SAFETY - FIRE**
6. **PUBLIC SAFETY - POLICE**
7. **COMMUNITY DEVELOPMENT**

A. **Energy Center 6th Addition Development Agreement (Enc.)**

Presented by: City Planner Birchak

Consideration to approve Development Agreement

B. **Energy Center 6th Rezone (Enc.)**

Presented by: City Planner Birchak

Consideration to approve second reading and final passage of Ordinance No. 1850

C. **Final Plat - Energy Center 6th Final Major Subdivision (Enc.)**

Presented by: City Planner Birchak

Consideration to approve Resolution No.

D. **Chapter 62 Amendment - Residential Storage Containers (Enc.)**

Presented by: City Planner Birchak

Consideration to approve second reading of Ordinance No. 1851

E. **Road Maintenance Task Order Amendment to Civil Science (Enc.)**

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve Task Order

F. **4th Street East, 5th Street East, 26th Avenue East Street Task Order Amendment to Civil Science (Enc.)**

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve the Task Order

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

Presented by: Engineer and Community Development Director Skluzacek

H. Bartlett and West Construction Engineering Task Order - East Water Tank (Enc.)

Presented by: Senior Engineer Keller

Consideration to approve

I. Memorandum of Agreement - US Army Corps of Engineers - East Broadway Dam (Enc.)

Presented by: Senior Engineer Keller

Consideration to approve MOU

J. Apex Engineering Mitigation Study Contract (Enc.)

Presented by: Senior Engineer Keller

Consideration to approve Contract

8. PUBLIC HEARING – 5:00 PM

A. Public Hearing - Chapter 50 - Food Truck License (Enc.)

Presented by: City Planner Birchak

Consideration to approve Ordinance No. _____

B. Public Hearing - Chapter 6-80 - Definition of Domestic Fowl (Enc.)

Presented by: Attorney Wenko

Consideration to approve first reading of Ordinance No. ____

C. Public Hearing - Chapter 22 - Tobacco Sales and Possession (Enc.)

Presented by: Attorney Wenko

Consideration to approve first reading of Ordinance No. __

D. Public Hearing - Chapter 4-48 - Domestic Winery License (Enc.)

Presented by: Administrator Dassinger

Consideration to approve Ordinance No. _____

9. PUBLIC COMMENTS

10. COMMISSION COMMENTS

11. ADJOURNMENT

Link for viewing Commission Meeting:
Stream Link: https://youtube.com/live/ATVLuzdmNoE
This link will not be live until approximately 4:25 PM MT on
Teams Meeting: https://tinyurl.com/CCM04072026
Teams Meeting ID: 264 969 547 368 45 **Meeting Passcode:** TR7nP63q

Teams Phone #: 1-701-506-0320 **Phone Conference ID:** 406 457 430#
Local Phone #: 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** **March 24, 2026**

I. CALL TO ORDER

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

II. ROLL CALL

Present were: President Scott Decker, Vice President Robert Baer, Commissioners Jason Fridrich, Joe Ridl and Russ Murphy.

Telephone: None

Absent: None

PLEDGE OF ALLEGIANCE

1. ORDER OF BUSINESS

MOTION BY: Russ Murphy SECONDED BY: Jason Fridrich

To approve the March 24, 2026 meeting as presented.

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

2. CONSENT AGENDA

MOTION BY: Russ Murphy SECONDED BY: Robert Baer

A. Approval of the City Commission Meeting Minutes dated March 3, 2026

B. Approval of Accounts Payable, Commerce Bank and Checkbook

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

3. ADMINISTRATION/FINANCE

A. Gate City Bank Revitalization Program Presentation

City Planner Natalie Birchak announces representatives from Gate City Bank. She states on March 3, 2026 the City Commission approved a $1 million dollar revitalization program through Gate City Bank for loan interest loans. Representatives from Gate City states they had 4 applicants last year for $118,000 dollars. She presented a $1 million dollar check to start the program off.

B.Gaming Site Authorization – Dickinson Charities for Players Sports Bar and Grill; Astoria Bar and Grill and Dickinson Charities

City Administrator Dustin Dassinger presents a Gaming Site Authorization for the Dickinson Charities which is located at 2050 1st Avenue East. The placement of these gaming sites are Dickinson Charities, Astoria, and Players. He lists the kinds of gaming they will be having from 7/1/2026-6/30/2027.

MOTION BY: Robert Baer SECONDED BY: Joe Ridl

To approve the Gaming Site Authorizations for Dickinson Charities.

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

MOTION BY: Russ Murphy SECONDED BY: Jason Fridrich

To approve the Gaming Site Authorizations for Astoria Bar and Grill.

DISPOSITION: Roll call vote…Aye 5, Nay 0, Absent 0

Motion declared duly passed

MOTION BY: Jason Fridrich SECONDED BY: Robert Baer
To approve the Gaming Site Authorizations for Players Bar and Grill.

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

C. Gaming Site Authorization – Dunn County Fair Association – All In Events and Catering.

City Administrator Dustin Dassinger presents a Gaming Site Authorization for the Dunn County Fair Association which will be located at All In Events and Catering. Administrator Dustin Dassinger lists the kinds of gaming each will be hosting from 7/1/2026-6/30/2027.

MOTION BY: Russ Murphy SECONDED BY: Joe Ridl
To approve the Gaming Site Authorization for Dunn County Fair Association/All In Events and Catering.

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

D. Monthly Financial Report

Deputy Finance Director Katie Greenwood presents the monthly financial report to include the general fund at $10.2 million dollars. She states February should be around 17% for revenue and expense. The one percent sales tax shows a decrease overall over the past two years. Hospitality tax about the same. Oil impact is trending downward. Utility revenue 11% collected and the enterprise fund is on track for expenses. Income for December was down with no explanation.

E. HR Monthly Report

Director Shelly Nameniuk updates the Commission on the following open positions: 2 Police Department; 1 Sargent; 3 telecommunicators; animal control 1; Fire Department has 4 openings; Public Works has 3 water operator open and several seasonal positions; code enforcement has 1 opening; museum has a position open along with the library has 3 openings and marketing has 2 seasonal positions open.

4. PUBLIC WORKS

A. No Report

5. PUBLIC SAFETY

Fire

A. No Report

Police

A. No Report

6. COMMUNITY DEVELOPMENT SERVICES

A. Chapter 62 – Personal and Commercial Vehicle Definitions

City Planner Natalie Birchak and Community Development staff is requesting approval of zoning text amendments to Section 62-10 – Definitions, Section 62-471 – Accessory uses, and Section 62-594 – Parking of certain vehicles, in Chapter 62-Zoning of the Dickinson Municipal Code, to update the definitions of personal, commercial, heavy, and recreational vehicles. This proposed amendment also clarifies that heavy vehicles cannot be parked or stored on residential lots. The proposed ordinance amending Chapter 62 updating vehicle definitions is included with this staff report. Heavy commercial vehicles are referred to in Section 62-471: Accessory uses, in reference to the parking and storage of heavy

commercial vehicles for home-based occupations. As heavy commercial vehicles are not defined in the Municipal Code, this amendment updates the language to reference heavy vehicles. Section 62-594(a)(5) states that "Commercial vehicles and heavy vehicles shall not be parked on any lot within the R-1, R-2, R-3, and MH Districts. This section shall apply even if the commercial vehicle or heavy vehicle is not being driven for the purpose of the commercial application, endeavor or business at the time said vehicle is parked within the aforementioned zoning districts." In the past, there has been confusion from residents about what constitutes a commercial vehicle and where these vehicles can be parked and stored. City Staff has not received any phone calls in regards to these changes. She reviewed the changes as presented.

Commissioner Russ Murphy is worrying about large vehicles would it not be better to go by tonnage. Last meeting talked about rec tow vehicle. Would it be easier to go by tonnage?

City Planner Birchak states anything used for commercial operations. If over 10,000 and not used for recreation not classified as commercial. Clarification not going used for commercial use. Not making money for it.

Commissioner Jason Fridrich states 10,000 lb. can be verified in the car. Some way to verify the weight.

Commissioner Robert Baer states he was contacted by race car drivers to pull their trailers and they expressed concerns. They are under recreation and not under commercial.

MOTION BY: Jason Fridrich SECONDED BY: Robert Baer
To approve second reading and final passage of Ordinance No. 1849 with the removal of equipment from definition.

ORDINANCE NO. 1849

AN ORDINANCE AMENDING AND RE-ENACTING CHAPTER 62, RELATING TO PERSONAL, COMMERCIAL, RECREATIONAL, AND HEAVY VEHICLES DEFINITIONS AND STANDARDS

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

B. 4th Street East, 5th Street East, 26th Avenue East Street Improvements Bid Award

Engineer and Community Development Director Joshua Skluzacek presents a bid award for the project number 202105 – 4th St E, 5th St E, 26th Ave E Street Improvement project. The bid opening took place at City Hall on Thursday March 12, 2026 where two bids were received. The engineer's opinion of probable cost was $386,026.50, and the lowest total bid was $501,518.00. He states that the Fire Department brought this subject up a few years ago and the feedback from the citizens states the fire hydrant will need to be raised and then it will be accessible to the Fire Department.

Engineer Skluzacek states the key attributes to the project include:

- Mill and overlay of existing pavement along 4th Street East
- Asphalt pavement the existing unpaved route along 26th Avenue East and 5th Street East
- Minor borrow ditch re-grading to accommodate storm water flows

The construction is planned to be completed during the 2026 construction season. The project was budget in the 2026 capital improvement project plan with the following funding sources; Gross Production Tax. Although the lowest bid was greater than our estimate, it is much lower than what was budgeted. The city engineering staff recommends approval.

MOTION BY: Russ Murphy SECONDED BY: Jason Fridrich
To approve 202105-4th Street East, 5th Street East, 26th Avenue East Street Improvements bid award to Northern Improvement

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

C. Road Maintenance Mill and Overlay Bid Award

Engineer and Community Development Director Joshua Skluzacek presents a bid award for the project number 202601 – 2026 Road Maintenance Mill and Overlay project. The bid opening took place at City Hall on Thursday March 12, 2026 where two bids were received. The engineer's opinion of probable cost was $4,104,858.75, and the lowest total bid was $4,125,016.25.

Key attributes to the project include:

- Mill and overlay of existing paved street
- Sidewalk and curb and gutter improvements
- Three watermain gate valve replacements
- Three sanitary sewer main repairs
- Replace and upsize storm sewer along Kuchenski Drive

The construction is planned to be completed during the 2026 construction season. The project was budget in the 2026 capital improvement project plan with the following funding sources; Gross Production Tax, Cash on Hand for the utility improvements, and a special assessment district to fund the sidewalks and drive approaches. Although the lowest bid was greater than our estimate, it is much lower than what was budgeted. The city engineering staff recommends approval.

MOTION BY: Robert Baer SECONDED BY: Joe Ridl
To approve 202601-2026 Road Maintenance Mill and Overlay – Bid Award to Northern Improvement

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

D. Road Maintenance Chip Seal Bid Award

Engineer and Community Development Director Joshua Skluzacek presents a bid award for the project number 202601 – 2026 Road Maintenance Chip Seal project. The bid opening took place at City Hall on Thursday March 12, 2026 where three bids were received. The engineer's opinion of probable cost was $3,516,339.00, and the lowest total bid was $2,721,185.05.

Key attributes to the project include:

- Chip and fog seal approximately 23 centerline miles or street to preserve the asphalt pavement

The construction is planned to be completed during the 2026 construction season. The project was budget in the 2026 capital improvement project plan with the following funding sources; Gross Production Tax (GPT). The city engineering staff recommends approval.

MOTION BY: Russ Murphy SECONDED BY: Joe Ridl
To approve 202601-2026 Road Maintenance Chip Seal – Bid Award to Bituminous Paving, Inc.

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

E. 2026 Utility and Street Improvements Bid Award

Engineer and Community Development Director Joshua Skluzacek presents a bid award for the 2026 Utility and Street Improvement project. The bid opening took place at City Hall on Thursday March 12, 2026 where two bids were received. The engineer's opinion of probable cost was $9,373,542.25, and the lowest total bid was ***$9,398,094.15***. Key attributes to the project include:

- Many of the streets, sidewalks, and curb and gutter have reached the end of life
- Approximately 11 blocks of watermain replacement
- Approximately 2 blocks of storm sewer replacement and up-sizing of the pipe to prevent flooding of the intersection of 2nd St SE and 4th Ave SE
- Multiple lead service line replacements
- Approximately 7 blocks of sanitary sewer main replacement

The construction is planned to be completed during the 2026 construction season. The project was budget in the 2026 capital improvement project plan with the following funding sources; Gross Production Tax (GPT), DWSRF loan for the watermain, DWSRF Loan for the lead service line replacements which includes loan forgiveness, NDDWR Grant, and Cash on Hand for the utility replacements. The city engineering staff recommends approval.

MOTION BY: Jason Fridrich SECONDED BY: Robert Baer

To approve the 2026 Utility and Street Improvement – Bid Award to BEK Consulting LLC.

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

F. I-94 WBL and Roundabouts Bid Concurrence with NDDOT

Engineer and Community Development Director Joshua Skluzacek presents a bid bid concurrence for the I-94 WBL NHU-5-094(160)903 PCN 23695 / RAB at Hwy 10 and Hwy22 PCN 23691 / RAB at 8th St W and Highway 22 HEN-0-022(144)069 PCN 23692. The bid opening took place utilizing the North Dakota Department of Transportation bid process on Friday February 27, 2026 where five bids were received. The engineer's opinion of probable cost was $19,4777,080.40, and the lowest total bid was $18,766,686.14. Key attributes to the project include:

- Urbanized corridor of the I-94 West Business Loop from the I-94 Interchange to State Avenue
- Roundabout at Highway 10 and I-94 West Business Loop
- Roundabout at Highway 22 and 8th Street West

The construction is planned to be completed during the 2026 construction season. The project was budget in the 2026 capital improvement project plan with the following funding sources; Federal high way Administration urban/regional funding, Highway Safety Improvement Program funding, North Dakota Department of Transportation state funding, Gross Production Tax (GPT), NDDWR Grant, and Cash on Hand for the watermain extensions and replacements. The city engineering staff recommends approval.

MOTION BY: Joe Ridl SECONDED BY: Russ Murphy

To approve the I-94 West Business Loop and Roundabouts Bid Concurrence to Martin Construction Inc.

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

G. 5th Street SE Task Order Amendment

Engineer and Community Development Director Joshua Skluzacek presents a task order amendment with the Highlands Engineering & Surveying, PLLC for NDDOT project SU-5-983(068), PCN 24205, City of Dickinson project number 202417. The total estimated cost for construction engineering as specified in the agreement is $214,884.00. All scopes of work are included to meet the NDDOT construction specifications and requirements. The City Attorney has reviewed this task order with no comments.

MOTION BY: Jason Fridrich SECONDED BY: Robert Baer
To approve the 5th Street SE – S. Main to 6th Avenue SE Task Order amendment to Highlands Engineering.

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

H. 2026-2027 Watermain Replacements DWSRF Loan Resolution

Engineer and Community Development Director Joshua Skluzacek presents a resolution to authorize Katie Greenwood – Deputy Finance Director as an authorized individual on behalf of the City of Dickinson to execute the Drinking Water State Revolving Fund (DWSRF) Loan through the North Dakota Department of Environmental Quality. The total DWSRF loan amount request is of $6,000,000 for two projects: 202605 – 2026 Utility and Street Improvements project and the 202703 – 2027 Watermain Replacement project. The DWSRF loan is intended to be used for the approximate 32 blocks of aged cast iron watermain and service line replacements within the project areas. 202605 – 2026 Utility and Street Improvements project is intended to utilize approximately $2,000,000 of the loan, and 202703 – 2027 Watermain Replacement project is intended to utilize approximately $4,000,000 of the loan. The remaining loan balance carries an interest rate of 2.0%.

MOTION BY: Robert Baer SECONDED BY: Joe Ridl
To approve Resolution No. 13-2026

RESOLUTION NO. _____13_ - 2026

Resolution authorizing filing of application with the North Dakota Department of Environmental Quality for a loan under the Clean Water Act and/or the Safe Drinking Water Act.

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

I. 2026 Sidewalk Program Voluntary Special Assessment Resolution

Engineer and Community Development Director Joshua Skluzacek presents a resolution 2026 Sidewalk Program Special Improvement District. This Resolution is to create the sidewalk special improvement district of the City of Dickinson and authorizing the improvements and assessments as a voluntary funding option for all citizens. The SID is payable over a 10-year period at an interest rate of 4.1%. Special assessments paid in full by October 1, 2027, will not be charged interest and no penalty will be levied for paying the special assessments early. This mechanism will allow citizens to make improvements to sidewalks, curbs, gutters and driveways which are within the street right of way through a voluntary special assessment process and have the cost thereof assessed as special assessments against the improved parcel, upon compliance with certain requirements of the City.

MOTION BY: Jason Fridrich SECONDED BY: Russ Murphy
To approve Resolution No. 14-2026

RESOLUTION NO. 14-2026

A RESOLUTION CREATING SIDEWALK IMPROVEMENT DISTRICT 202607-1 OF THE CITY OF DICKINSON AND AUTHORIZING THE IMPROVEMENTS AND ASSESSMENTS

DISPOSITION: Roll call vote…Aye 5, Nay 0, Absent 0

Motion declared duly passed

7. PUBLIC HEARING – 5:00 P.M.

A. Public Hearing – Energy Center 6th Rezone

City Planner Natalie Birchak presents a request for approval of a Zoning Map Amendment from General Industrial (GI) and Public (P) to Public (P) for Lot 1 of Block 1 of the Energy Center 6th Addition Subdivision, a Zoning Map Amendment from General Industrial (GI) to Public (P) for Lot 7 of Block 1 of the Energy Center 6th Addition Subdivision, and a Zoning Map Amendment from Public (P) and General Industrial (GI) to General Industrial (GI) for Lot 5 and Lot 6 of Block 1 of the Energy Center 6th Addition, located in the City of Dickinson. The site consists of +/- 31.98 acres. Staff recommends approval of this rezoning request contingent on approval of PLP-001-2026 and recording of the Energy Center 6th Addition Subdivision and associated development agreement.

President Scott Decker opens the public hearing at 5:02 p.m. Hearing no public comments, the hearing is closed at 5:03 p.m. and the following motion is made.

MOTION BY: Joe Ridl SECONDED BY: Russ Murphy
To approve first reading of Ordinance No. 1850.

ORDINANCE NO. 1850

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.

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

B. Public Hearing – Chapter 62 Amendment – Residential Storage Containers

City Planner Natalie Birchak and staff is requesting approval of zoning text amendments to the notes for Table 62-162-2: Permitted Uses by Zoning Districts, in Section 62-162: Development regulations, in Chapter 62-Zoning of the Dickinson Municipal Code, to prohibit the use of storage containers as accessory structures in residential zoning districts within City limits. This amendment also subjects storage containers located outside of the residential zoning districts to the same screening requirements as outdoor storage. Staff recommends approval of this proposed text amendment. City staff has received numerous complaints from residents within City limits regarding properties utilizing storage containers as permanent structures. Unlike permanent structures, a building permit is not required for storage containers.

City Commissioner Russ Murphy asks if there is a fire and they need to have the containers more than 30 days.

Planner Birchak states then the city can grant extensions for these containers.

President Scott Decker states people are building houses with storage contains – is this allowed. If this is in a commercial if they have a subject to screening and landscaping. What does the city need for landscaping? Few sitting along Villard back up against and what are they going to use for screen/buffer.

Planner Birchak states they are not storage. They would need 20’ landscaping. If industrial next to residential than screening required. If not landscape buffer but if not, this would not be per our code. Commercial against commercial there would be no screening requirements.

President Scott Decker states have all these containers that exist and no one has talked to anyone and we are going to drop this and now there is going to be buffering requirements.

Planner Birchak states the buffer area is already in the code. Only if ask for a permit then there would need to be created. The container on the back of a commercial garage almost to the alley.

Commissioner Jason Fridrich states not one size fits all, looked at, talked about and work with planning dept as we do like we do now. If someone comes for a building permit then this will need to be addressed.

Building Official Leonard Schwindt states most containers some already have permits. Some use shipping containers come and go. When stationary then we need a building permit. That is what we are addressing now. Since they are becoming popular then we need buffer. Does it really make it viable to place them on a residential lot? Feasibility is part of the building code and that is why we brought these forward. If someone wants to bring one in it in needs to be meet the code.

Commissioner Jason Fridrich states if someone wants to build a shipping container house then they are permitted.

Fire Chief Jeremy Presnell states the Fire Department should still have access. Depends on what is being stored in these containers.

President Scott Decker opens the public hearing at 5:15 p.m. Hearing no public comments, the public hearing is closed at 5:16 p.m. and the following motion is made.

Commissioner Robert Baer states is it okay for a construction worker that use these containers for storage during their use.

Planner Birchak states temporary for any kind of construction – 30 days and then ask for extensions.

MOTION BY: Jason Fridrich SECONDED BY: Robert Baer
To approve first reading of Ordinance No. 1851.

ORDINANCE NO. 1851

AN ORDINANCE AMENDING AND RE-ENACTING CHAPTER 62, RELATING TO THE USE OF STORAGE CONTAINERS AS ACCESSORY STRUCTURES IN RESIDENTIAL ZONING DISTRICTS

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

C. Public Hearing – Chapter 50 – Food Truck License

City Planner Natalie Birchak presents a text amendments to Section 50-75 – Commercial use of sidewalks, streets and public grounds restricted, and to Section 50-76 – Permitted uses of sidewalks, streets, or other public grounds, in Chapter 50-Streets, Sidewalks and Other Public Places, of the Dickinson Municipal Code, to update the definitions and licensing procedures relating to mobile vendors and mobile food units. Staff recommends approval of these text amendments. The proposed ordinance amending Chapter 50 addressing licensing mobile food units is included with this staff report. In March of 2025, at the request of the City Commission, Community Development staff reviewed the existing process for licensing food trucks in Dickinson. Community Development staff established a small task force including representatives from the Code Enforcement, Planning, Public Works, Fire, and Police Departments to review the existing ordinance, research how other communities permit or license food trucks, and address potential changes to the regulations and licensing process. The Dickinson Municipal Code defines a mobile vendor vehicle as “a trailer which may be moved by towing with a vehicle or a self-contained mobile food truck which is designed and used for displaying, cooking, keeping or storing any food, beverages, merchandise or other articles for sale by a vendor.

To the extent a mobile vendor vehicle is used for preparing, displaying, cooking, keeping or storing food or beverages, the mobile vendor vehicle must be inspected and approved by the Public Health Department/Environmental Health Division". The North Dakota Department of Health refers to mobile vendor vehicles as 'mobile food units', so City staff is proposing to update the mobile vendor vehicle definition to reflect that change. Additionally, City staff is looking to establish definitions for approved areas, ice cream trucks, and the mobile food truck corridor. The proposed ordinance establishes approved areas and a mobile food unit corridor that allow for mobile food units to operate. A license will be required for any mobile food units operating in an approved area or within the mobile food unit corridor, but no prior notice to or approval by the City regarding operations will be required. The ordinance also licenses the continued operation of ice cream trucks along rights-of-way with a speed limit of 25mph, and allows for operations of mobile vendors that do not meet the definition of a mobile food unit or ice cream trucks without a license on private property within the Limited Commercial (LC), Community Commercial (CC), General Commercial (GC) and Public (P) zoning districts with the approval of the property owner. Enforcement of the proposed ordinance would be handled cooperatively by code enforcement and the Dickinson Police Department. Code enforcement handles any infractions taking place on private property while the police department handles any unlicensed operations in the right-of-way.

President Scott Decker states they are – not being able to put out seating. Is there a reason for that? He states 3 food trucks now have a picnic table outside of the trailer. All ordinances compile city staff running around chasing.

Building Official Leonard Schwindt states seating is a lot in the parking lot and put seating in parking lot – taking up spaces. If this is something the want to allow. Safety item and taking up required parking. We are allowing food trucks to go into parking lots and taking away from parking and safety. Trying to keep up in the city of Dickinson.

Presenting Decker questions, the corridor, selected by whom, food truck vendors.

Planner Birchak states the city had this discussion through the meeting with the vendors.

Commissioner Robert Baer states he agrees with mayor comment the seating and tables especially like private parking. If owner said it is okay, they are affecting their own business. If it is okay with them -let them go- remove that part.

Planner Birchak states if they are removed and moved then they can be okay. If it is not permanent seating. See that it would be approved by property owner as an extra layer. Ms. Birchak explains the places of where the food trucks can park.

President Scott Decker opens the public hearing at 5:32 p.m.

Resident Jeff Ficek states he does not have a food truck but he does have a couple of questions. He is asking if the city is looking at all the permits in permissible area. Recollection in CA lemonade stand were arrested. I don't see any limits for selling on private property. they have permission for food trucks, non-mobile food stand. I am pretty sure no one is going to arrest them. Applaud for contacting food vendors and district health.

Building Official Schwindt states lemonade stands are not part of this ordinance.

President Decker states his biggest concern as where we have permissible and don't know how the city is going to change and maybe more district and seating and we are not. Envision – couple of them are concerned right now that as this is written they are sitting on people's property and they are outside of a business in a parking spot. Are we going to have to have them move?

President Scott Decker closes the public hearing at 5:35 p.m.

Planner Birchak stated these are to be mobile. If they go back every day. If they sit in a parking space right now, they need to be mobile.

President Decker states they are not going to move. They don't move. They are trailers or their trucks they sit there every day and don't move. Hook up every day and move – public for special event and it sits out there. That is perfectly okay as long as they meet the health code and setbacks. All other food trucks and trailers don't move.

Commissioner Jason Fridrich states he understands where the city is coming from. The ordinance states they have to hook up every night and drive way. Hard time understanding. That is not happening. Or does it mean that it has to stay mobile so it can be picked up and move. Pull out every day and return every morning. Is that private or public property.

Planner Birchak states any food truck would have to be mobile and move off the property. If any public property and food truck corridor then we would only have it for them.

Commissioner Russ Murphy states if on private property then it is a different issue.

Commissioner Jason Fridrich states some food trucks have been there for years in the same location and now we are asking them to move them off each evening.

Planner Birchak states this not in ordinance right now.

Commissioner Robert Baer states individual sets up and level the trailer out and the next morning it can be parked there and where are they going to put during event. Even special event.

Planner Birchak states a special event – loop hole already.

Commissioner Jason Fridrich states he can see it has to move every night in corridor but if in private property I don't think it is feasible for them to move every night.

City Attorney Christina Wenko states could set a time frame. Have to be tracked. Individuals that have stayed int he same place for so long and now we are setting up tables and chairs it is an outdoor restaurant. What is acceptable in that respect. If not moved they are not a mobile vendor. Unless different category then we need to look at this as well.

Commissioner Fridrich states he doesn't want them to put a foundation and set there. Wheels on it and could be hooked up and pulled out at any time. Trailer pulled off at any given time is mobile. Totally unfeasible. This would affect every food truck in town right now.

President Scott Decker states the enforcement this on complaint basis. Where is the list of the complaints now? Who has complained now?

Building Official Schwindt states this ordinance was tasked to the committee to follow. There was never a list or policy we are trying to clarify and follow. Hard wired units are not permissible. Do agree if you can hook up and move it then it is mobile.

President Decker states if they are hooked too electrical. If there is a violation then it is on the books then that is a code enforcement. If food violation SW district health.

Building Official Schwindt states they are in the public right away they should be used or we use our 48 hours. They are not being moved now and we have not received any complaints I am okay win this portion.

Planner Birchak states there is a difference, this is just in food truck corridor – only not in private property.

Commissioner Fridrich states food truck coordinator okay. Private property and set up and probably going to affect 90% of them.

President Decker states eventually that are successful they transfer into a restaurant. I get all the setback's, etc. but don't want to have to chase all this stuff because we don't have enough staff. No way consider they would have to move.

Attorney Wenko accept out and say that any situation in public right away required to be moved expect for special event. If stationary private property would not be required to be moved.

Planner Birchak states if they are on private property they still required for license. Must be removed from location when not on private property.

MOTION BY: Joe Ridl SECONDED BY: Robert Baer
To table this ordinance, change and to have another public hearing at the next meeting with the language cleared up.

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

9. PUBLIC COMMENTS NOT ON AGENDA
None

10. COMMISSION COMMENTS
Commissioner Robert Baer thanks Administrator Dassinger and City staff that worked hard on a very successful league of cities conference here in Dickinson, ND.

President Scott Decker states City staff did an amazing job. President Decker thanks Administrator Dassinger, CVB and all the staff that helped with the event and panels did an amazing job. It was a smooth event and he is proud of the tour and going through all the different things the City of Dickinson has accomplished.

Administrator Dustin Dassinger states it was a great event and thanks to all the staff for their help. He enjoyed showing all the other city leaders the City of Dickinson's facilities.

President Decker states Attorney Christina Wenko did an awesome job. He states attendees wished they could have been at dual sessions.

11. ADJOURNMENT
MOTION BY: Joe Ridl SECONDED BY: Jason Fridrich
Adjournment of the meeting was at 6:15 P.M.

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

OFFICIAL MINUTES PREPARED BY:

_____
Rita Binstock, Assistant to City Administrator

APPROVED BY:

Dustin Dassinger, City Administrator

Scott Decker, President
Board of City Commissioners

Date: April 7, 2026

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson
Payables Management

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

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

Print Option: DETAIL
Age By: Document Date
Aging Date: 4/1/2026

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:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	AR2039572	INV	3/23/2026	3/23/2026	$534.33	CONTRACT		$534.33			
	AR2039573	INV	3/23/2026	3/23/2026	$678.88	CONTRACT		$678.88			
							Due				
Voucher(s): 2						Aged Totals:	$1,213.21	$1,213.21	$0.00	$0.00	$0.00

Vendor ID: 6161 **Name:** ADVANCED COLLISION CENTER 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
	16796	INV	3/19/2026	3/19/2026	$3,416.73	WORK DONE ON UNIT #41		$3,416.73			
							Due				
Voucher(s): 1						Aged Totals:	$3,416.73	$3,416.73	$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
	4604218109	INV	3/23/2026	3/23/2026	$161.74	SLACK ADJUSTER		$161.74			
	4604218238	INV	3/23/2026	3/23/2026	$41.45	RESTRICTION GAUGE R47		$41.45			
							Due				
Voucher(s): 2						Aged Totals:	$203.19	$203.19	$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
	1WW4KM6NGGKM	INV	3/9/2026	3/9/2026	$43.98	72 GAL YARD BAGS		$43.98			
	1GQMHRWY9D1L	INV	3/11/2026	3/11/2026	$51.19	SD CARD READER USB C		$51.19			
	1FCNWWPP9L3T	INV	3/12/2026	3/12/2026	$109.16	PERFORATED PAPER		$109.16			
	1HNYN3K69YN7	INV	3/12/2026	3/12/2026	$24.84	WIDED RULED LINED NOTE P.		$24.84			
	11V1VWD1WVDX	INV	3/13/2026	3/13/2026	$27.98	2 MED ROAST COFFEE		$27.98			
	1LFTQW7YGGGK	INV	3/21/2026	3/21/2026	$7.99	PROGRAMMING		$7.99			
	1F4FN3X67V7F	INV	3/23/2026	3/23/2026	$72.00	MANILLA FOLDERS		$72.00			
	1NNNLC49PCQN	INV	3/23/2026	3/23/2026	$34.57	LAMINATING POUCHES		$34.57			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	1K3MQJYDT1L	INV	3/24/2026	3/24/2026	$383.72	CLEANING WIPES, CLEANER I		$383.72				
	11103851307966616	INV	3/25/2026	3/25/2026	$9.90	OPERATING		$9.90				
	1M4KJKFTHN3F	INV	3/25/2026	3/25/2026	$13.05	STURDY FILE FOLDERS		$13.05				
	1P7CPGV9LYY3	INV	3/25/2026	3/25/2026	$17.70	DIP CH BKS		$17.70				
	11132867206767457	INV	3/26/2026	3/26/2026	$66.95	OPERATING		$66.95				
	1M3QVK4NC3FH	INV	3/26/2026	3/26/2026	$99.97	CARBON MONOXIDE DETECT		$99.97				
	137DGY9DDPNG	INV	3/31/2026	3/31/2026	$312.21	DIP CH BKS		$312.21				
								Due				
Voucher(s):	**15**					**Aged Totals:**		**$1,275.21**	**$1,275.21**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 6678 **Name:** APPALACHIAN STATE UNIVERSITY **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
	032026	INV	3/20/2026	3/20/2026	$90.00	REPLACEMENT COST LOST B		$90.00			
								Due			
Voucher(s):	**1**					**Aged Totals:**		**$90.00**	**$90.00**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 4681 **Name:** ASTORIA HOTEL & EVENT 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
	F207444	INV	3/17/2026	3/17/2026	$110.00	GUEST SERVICES-W THOMPS		$110.00			
	203685F	INV	3/26/2026	3/26/2026	$1,343.00	GUEST SERVICES-RILEY/HOL		$1,343.00			
								Due			
Voucher(s):	**2**					**Aged Totals:**		**$1,453.00**	**$1,453.00**	**$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 Over
	0304912147001 0326	INV	3/13/2026	3/13/2026	$29.52	PHONE BILLING-LIBRARY		$29.52			
								Due			
Voucher(s):	**1**					**Aged Totals:**		**$29.52**	**$29.52**	**$0.00**	**$0.00**	**$0.00**

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	201751	INV	3/17/2026	3/17/2026	$614.48	INLINE FUSE HOLDER MIDGET		$614.48			
	90436	INV	3/19/2026	3/19/2026	$9,965.00	ELECTRICAL WORK		$9,965.00			
	201756	INV	3/23/2026	3/23/2026	$850.00	4' LED TUBE		$850.00			
								Due			
Voucher(s):	**3**					**Aged Totals:**		**$11,429.48**	**$11,429.48**	**$0.00**	**$0.00**	**$0.00**

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

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
	86424-3	INV	3/11/2026	3/11/2026	$60.00	WINTER 2025 EQU		$60.00			
	87080-2	INV	3/17/2026	3/17/2026	$530.00	SHIELD BADGE W/EAGLE		$530.00			
	86424-4	INV	3/25/2026	3/25/2026	$16.00	WINTER 2025 EQU		$16.00			
	86757	INV	3/30/2026	3/30/2026	$5,733.30	3 VESTS FOR PD		$5,733.30			
	87382-1	INV	3/30/2026	3/30/2026	$624.25	CLOTHING FOR POLICE DEPT		$624.25			
	87446-1	INV	3/30/2026	3/30/2026	$174.00	MARCH 2026 EQP		$174.00			
							Due				
Voucher(s): 6						**Aged Totals:**	**$7,137.55**	**$7,137.55**	**$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
	90424	INV	3/18/2026	3/18/2026	$250.00	TROUBLESHOOT CONTROL C		$250.00			
	90437	INV	3/19/2026	3/19/2026	$2,001.66	TROUBLESHOOT & REPAIR S		$2,001.66			
	90438	INV	3/19/2026	3/19/2026	$1,173.99	ADD DEDICATED 20 AMP STO		$1,173.99			
							Due				
Voucher(s): 3						**Aged Totals:**	**$3,425.65**	**$3,425.65**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 3453 **Name:** BIERSCHBACH EQUIP & 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
	194621	INV	3/19/2026	3/19/2026	$113.00	4 2" B10 TURBO CORE BIT		$113.00			
							Due				
Voucher(s): 1						**Aged Totals:**	**$113.00**	**$113.00**	**$0.00**	**$0.00**	**$0.00**

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	22247	INV	3/24/2026	3/24/2026	$200.00	MARCH TIRE SURVEY		$200.00			
							Due				
Voucher(s): 1						**Aged Totals:**	**$200.00**	**$200.00**	**$0.00**	**$0.00**	**$0.00**

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2228614	INV	3/12/2026	3/12/2026	$35.99	DIP AV		$35.99			
							Due				
Voucher(s): 1						**Aged Totals:**	**$35.99**	**$35.99**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 9805 **Name:** BOBCAT OF MANDAN, INC. **Class ID:** **FED TAX CLAS:** S CORP

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

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	41022	INV	3/26/2026	3/26/2026	$637.50	WORK ON 2024 BOB UW56		$637.50			
							Due				
Voucher(s): 1						Aged Totals:	$637.50	$637.50	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	111835	INV	3/10/2026	3/10/2026	$26.75	NON LOCKING L HANDLE, CAI		$26.75			
							Due				
Voucher(s): 1						Aged Totals:	$26.75	$26.75	$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
	86128045	INV	3/9/2026	3/9/2026	$1,999.98	2 MASIMO RAINBOW DCI		$1,999.98			
	86129644	INV	3/10/2026	3/10/2026	$0.69	BIOHARZARD BAG 4 GAL		$0.69			
	86134072	INV	3/13/2026	3/13/2026	$1,370.75	MISC SUPPLIES FOR EMS DEI		$1,370.75			
	86136081	INV	3/16/2026	3/16/2026	$328.93	C4 LORAZEPAM		$328.93			
	86139263	INV	3/18/2026	3/18/2026	$939.90	MISC SUPPLIES FOR EMS DEI		$939.90			
	86139264	INV	3/18/2026	3/18/2026	$939.90	MISC SUPPLIES FOR EMS DEI		$939.90			
							Due				
Voucher(s): 6						Aged Totals:	$5,580.15	$5,580.15	$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
	39716	INV	3/11/2026	3/11/2026	$69.65	7 5 GAL SPRING WATERS		$69.65			
	39743	INV	3/18/2026	3/18/2026	$39.80	4 5GAL SPRING WATERS		$39.80			
	410986	INV	3/19/2026	3/19/2026	$741.12	128 24 PK NESTLE PURE LIFE		$741.12			
	39765	INV	3/25/2026	3/25/2026	$59.70	6 5 GAL SPRING WATERS		$59.70			
	39791	INV	3/26/2026	3/26/2026	$47.85	3 5 GAL SPRING WATERS		$47.85			
							Due				
Voucher(s): 5						Aged Totals:	$958.12	$958.12	$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
	IN1008634	INV	3/18/2026	3/18/2026	$1,461.25	202215 LIBRARY ADDITION		$1,461.25			
							Due				
Voucher(s): 1						Aged Totals:	$1,461.25	$1,461.25	$0.00	$0.00	$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

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
	19086	INV	3/24/2026	3/24/2026	$43.00	ENDT ADD DSU ADDIT COVEF		$43.00			
							Due				
Voucher(s): 1						Aged Totals:	$43.00	$43.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	09PS0393858	INV	3/26/2026	3/26/2026	$230.47	ELEMENT, LUBE FILTER, AIR F		$230.47			
	09PS0393516	INV	9/19/2026	9/19/2026	$408.91	80W90 5 GAL, PAINT-YELLOW		$408.91			
							Due				
Voucher(s): 2						Aged Totals:	$639.38	$639.38	$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
	2781-446554	INV	3/24/2026	3/24/2026	$78.50	5 FRAM ANT GREEN		$78.50			
							Due				
Voucher(s): 1						Aged Totals:	$78.50	$78.50	$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
	999102497800	INV	3/12/2026	3/12/2026	$131.95	SLOPE		$131.95			
	999102505541	INV	3/14/2026	3/14/2026	$52.48	DIP		$52.48			
	999102505542	INV	3/14/2026	3/14/2026	$81.72	SLOPE		$81.72			
	999102520935	INV	3/18/2026	3/18/2026	$42.88	DIP		$42.88			
	999102532651	INV	3/20/2026	3/20/2026	$56.23	DIP		$56.23			
	999102534654	INV	3/20/2026	3/20/2026	$74.22	SLOPE		$74.22			
							Due				
Voucher(s): 6						Aged Totals:	$439.48	$439.48	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	21581	INV	3/18/2026	3/18/2026	$4,039.34	WORK DON ON BURNERS		$4,039.34			
							Due				
Voucher(s): 1						Aged Totals:	$4,039.34	$4,039.34	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	219773-R1	CRM	3/25/2026		($744.00)	RETURN MIRROR OUTSIDE RI		($744.00)			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	220069	CRM	3/25/2026		($2.00)	RETURN GLASS MIRROR REP		($2.00)				
	219773	INV	3/6/2026	3/6/2026	$744.00	MIRROR OUTSIDE REARVIEW		$744.00				
	219746	INV	3/23/2026	3/23/2026	$55.75	GLASS MIRROR REPLACEMEI		$55.75				
								Due				
Voucher(s):	4					Aged Totals:		$53.75	$53.75	$0.00	$0.00	$0.00

Vendor ID: 6673 **Name:** CITIZENPRIME, 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
	100984	INV	3/20/2026	3/20/2026	$6,020.68	NOZZLES, VALVES, CONNECT		$6,020.68			
								Due			
Voucher(s):	1					Aged Totals:		$6,020.68	$6,020.68	$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 2508715	INV	3/16/2026	3/16/2026	$381.00	NS-1ROSE NICHE FRONT		$381.00			
	RI 2509286	INV	3/17/2026	3/17/2026	$381.00	NS-3 ROSE NICHE FRONT		$381.00			
	RI 2510578	INV	3/19/2026	3/19/2026	$612.00	CF-3 ROSE CRYPT FRONT		$612.00			
	RI 2511277	INV	3/23/2026	3/23/2026	$612.00	CF-3 ROSE CRYPT FRONT		$612.00			
								Due			
Voucher(s):	4					Aged Totals:		$1,986.00	$1,986.00	$0.00	$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
	6EA305FD-0020	INV	2/26/2026	2/26/2026	$109.44	BIDS/PROPOSALS			$109.44		
	6EA305FD-0021	INV	2/26/2026	2/26/2026	$123.12	BIDS/PROPOSALS			$123.12		
								Due			
Voucher(s):	2					Aged Totals:		$232.56	$0.00	$232.56	$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
	V000027495	INV	3/11/2026	3/11/2026	$1,655.32	6" F;G SWOMG CJL V;V 14" LA		$1,655.32			
								Due			
Voucher(s):	1					Aged Totals:		$1,655.32	$1,655.32	$0.00	$0.00	$0.00

Vendor ID: 161 **Name:** DEMCO 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
	7780617	INV	3/20/2026	3/20/2026	$2,467.62	HABA MULTI LEARNING CUBE		$2,467.62			
								Due			
Voucher(s):	1					Aged Totals:		$2,467.62	$2,467.62	$0.00	$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Vendor ID: 110 **Name:** DICKINSON AREA CHAMBER OF COMMERCE **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
	30721	INV	3/26/2026	3/26/2026	$175.00	3 E BLASTS 04/23/26 TOWN H/		$175.00			
							Due				
Voucher(s): 1						Aged Totals:	$175.00	$175.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	CITY RECD 03/26	INV	3/25/2026	3/25/2026	$16,561.24	STATE TREAS/OCCUPANCY T		$16,561.24			
							Due				
Voucher(s): 1						Aged Totals:	$16,561.24	$16,561.24	$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
	MARCH 2026	INV	3/19/2026	3/19/2026	$572.89	MARCH P/R WITHHOLDINGS		$572.89			
							Due				
Voucher(s): 1						Aged Totals:	$572.89	$572.89	$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
	405371	INV	3/4/2026	3/4/2026	$26.09	TOILET REPAIR KIT		$26.09			
	405579	INV	3/18/2026	3/18/2026	$61.15	PTY KNF CRBN STL STF, PAIN		$61.15			
	405586	INV	3/18/2026	3/18/2026	$12.93	KEY KWIKSET KW1-ACE		$12.93			
	405597	INV	3/18/2026	3/18/2026	$22.77	4" NCK DSNCT		$22.77			
	405650	INV	3/23/2026	3/23/2026	$20.67	SAFETY TAPE RED/WHT, REF		$20.67			
	405680	INV	3/24/2026	3/24/2026	$17.09	TOILET FILL VALVE		$17.09			
	405704	INV	3/25/2026	3/25/2026	$56.09	FASTEBER BY UNIT, RD HMMI		$56.09			
	405708	INV	3/25/2026	3/25/2026	$249.99	20V MX XR ROUTER TO		$249.99			
	405726	INV	3/26/2026	3/26/2026	$43.84	FASTENER BY UNIT		$43.84			
	405767	INV	3/30/2026	3/30/2026	$789.99	BRUSHCUTTER AUTOCUT		$789.99			
							Due				
Voucher(s): 10						Aged Totals:	$1,300.61	$1,300.61	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	CITY RECD 03/26	INV	3/25/2026	3/25/2026	$25,182.12	STATE TREAS/STATE AID DIS		$25,182.12			
	2ND QUARTER 04/26	INV	4/1/2026	4/1/2026	$375,000.00	2ND QUARTER SUBSIDY PYM		$375,000.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

							Due				
Voucher(s):	2					Aged Totals:	$400,182.12	$400,182.12	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	3190198	INV	3/26/2026	3/26/2026	$2,436.24	EMPLOYEE MEMBERSHIPS		$2,436.24			
							Due				
Voucher(s):	1					Aged Totals:	$2,436.24	$2,436.24	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	303417	INV	3/11/2026	3/11/2026	$492.00	HEATING, KJ&J SPEC CDF		$492.00			
							Due				
Voucher(s):	1					Aged Totals:	$492.00	$492.00	$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
	RECD 03/26	INV	3/25/2026	3/25/2026	$174,475.00	OIL & GAS TAX RECD		$174,475.00			
							Due				
Voucher(s):	1					Aged Totals:	$174,475.00	$174,475.00	$0.00	$0.00	$0.00

Vendor ID: 6672 **Name:** DOMINIC ROBERTSON **Class ID:** **FED TAX CLAS:** EMPLOYEE REIMBURSE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	DR 031726	INV	3/17/2026	3/17/2026	$113.00	EMPLOYEE EXP-D ROBERTSC		$113.00			
							Due				
Voucher(s):	1					Aged Totals:	$113.00	$113.00	$0.00	$0.00	$0.00

Vendor ID: 3019 **Name:** DORSEY & WHITNEY LLP **Class ID:** **FED TAX CLAS:** LEGAL

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	4164614	INV	3/18/2026	3/18/2026	$342.00	LEGAL SERVICES THRU 02/28		$342.00			
							Due				
Voucher(s):	1					Aged Totals:	$342.00	$342.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	93100417	INV	3/20/2026	3/20/2026	$351.00	GIFT SHOP STOCK		$351.00			
							Due				
Voucher(s):	1					Aged Totals:	$351.00	$351.00	$0.00	$0.00	$0.00

Vendor ID: 6525 **Name:** DUKES WELDING 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
	738	INV	2/27/2026	2/27/2026	$60.00	REPAIRED CRACKED WELD -(			$60.00		

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

							Due			
Voucher(s):	1					Aged Totals:	$60.00	$0.00	$60.00	$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
	228175	INV	3/5/2026	3/5/2026	$86.05	REPAIR MILLION GALLON HEA		$86.05			

							Due			
Voucher(s):	1					Aged Totals:	$86.05	$86.05	$0.00	$0.00	$0.00

Vendor ID: 1039 **Name:** ELDER CARE **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
	2ND QUARTER 04/26	INV	4/1/2026	4/1/2026	$63,000.00	2ND QUARTER SUBSIDY PYM		$63,000.00			

							Due			
Voucher(s):	1					Aged Totals:	$63,000.00	$63,000.00	$0.00	$0.00	$0.00

Vendor ID: 2981 **Name:** ELECTRIC SALES & SERVICE 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
	29533	INV	3/20/2026	3/20/2026	$404.94	FIX HEAT LAMPS IN OLD MAU		$404.94			

							Due			
Voucher(s):	1					Aged Totals:	$404.94	$404.94	$0.00	$0.00	$0.00

Vendor ID: 2758 **Name:** ELECTRONIC COMMUNICATIONS 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
	109340	INV	3/11/2026	3/11/2026	$382.50	SOLENOID, FUSEHOLDER UN		$382.50			

							Due			
Voucher(s):	1					Aged Totals:	$382.50	$382.50	$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
	907481074	INV	3/16/2026	3/16/2026	$20,817.00	3885 GAL BIOXIDE		$20,817.00			

							Due			
Voucher(s):	1					Aged Totals:	$20,817.00	$20,817.00	$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
	206-035962	CRM	3/19/2026		($45.00)	RETURN LG BATTERY CORE		($45.00)			
	206-035963	CRM	3/19/2026		($15.00)	RETURN LG BATTERY CORE		($15.00)			
	206-035973	CRM	3/19/2026		($16.00)	RETURN MED BATTERY CORE		($16.00)			
	206-035895	INV	3/18/2026	3/18/2026	$188.04	DEL 94RAGM		$188.04			
	206-035929	INV	3/19/2026	3/19/2026	$22.36	MTC WG318 MOTOR/PUMP		$22.36			
	206-035953	INV	3/19/2026	3/19/2026	$127.92	24 MTC TRANS FLUID LV		$127.92			

Section 2. Item B.

	206-035956	INV	3/19/2026	3/19/2026	$262.88	COIL ASY-IGNITION, SPARKPL		$262.88				
	206-036133	INV	3/25/2026	3/25/2026	$263.68	COATED BRAKE ROTOR		$263.68				
							Due					
Voucher(s):	8					Aged Totals:	$788.88	$788.88	$0.00	$0.00	$0.00	

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	9-209-62688	INV	3/11/2026	3/11/2026	$10.98	SHIPPING OF PACKAGE		$10.98			
	9-218-69915	INV	3/18/2026	3/18/2026	$21.02	SHIPPING OF PACKAGE		$21.02			
							Due				
Voucher(s):	2					Aged Totals:	$32.00	$32.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2486554	INV	3/10/2026	3/10/2026	$71.43	WM HOSE, HOSE ADPT, BUSH		$71.43			
							Due				
Voucher(s):	1					Aged Totals:	$71.43	$71.43	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	0544638	INV	3/15/2026	3/15/2026	$7,980.00	2 MACH 10 USG, FLG BRZ STF		$7,980.00			
	0544638-1	INV	3/20/2026	3/20/2026	$22,320.00	2 MACH10 USG, FLG BRZ STF		$22,320.00			
	WI009226-1	INV	3/24/2026	3/24/2026	$6,092.07	CC SS SGL SDL, MINN CURB E		$6,092.07			
	WI009272	INV	3/24/2026	3/24/2026	$7,758.50	REP CLMP, GATE VLV STD		$7,758.50			
							Due				
Voucher(s):	4					Aged Totals:	$44,150.57	$44,150.57	$0.00	$0.00	$0.00

Vendor ID: 9991 **Name:** FINK RYAN **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
	RF 031726	INV	3/17/2026	3/17/2026	$135.00	EMPLOYEE EXP-RYAN FINK		$135.00			
							Due				
Voucher(s):	1					Aged Totals:	$135.00	$135.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	IN200-2011933	INV	3/25/2026	3/25/2026	$897.00	10 MB FLAT DATA PLAN US W		$897.00			
							Due				
Voucher(s):	1					Aged Totals:	$897.00	$897.00	$0.00	$0.00	$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Vendor ID: 233 **Name:** FOUR SEASONS TROPHIES **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
	7527	INV	3/25/2026	3/25/2026	$68.65	8"X10" LEATHERETTE PLAQUI		$68.65			
							Due				
Voucher(s): 1						Aged Totals:	$68.65	$68.65	$0.00	$0.00	$0.00

Vendor ID: 6674 **Name:** FRIENDS OF THE DICKINSON PUBLIC LIBRARY, I **Class ID:** **FED TAX CLAS:** 509a

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	032726	INV	3/27/2026	3/27/2026	$1,000.00	202215 LIBRARY EXPANSION		$1,000.00			
							Due				
Voucher(s): 1						Aged Totals:	$1,000.00	$1,000.00	$0.00	$0.00	$0.00

Vendor ID: 4064 **Name:** GALLAGHER BENEFIT SERVICES 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
	364713	INV	2/18/2026	2/18/2026	$375.00	ENGAGEMENT-CITY, POLICE,			$375.00		
	364714	INV	2/18/2026	2/18/2026	$375.00	ENGAGEMENT-CITY, POLICE,			$375.00		
							Due				
Voucher(s): 2						Aged Totals:	$750.00	$0.00	$750.00	$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
	11437624	INV	3/19/2026	3/19/2026	$97.02	CHUTE, OIL FILTERS		$97.02			
	11440845	INV	3/26/2026	3/26/2026	$16,804.12	2023 JD Z930M GAS MOWER		$16,804.12			
							Due				
Voucher(s): 2						Aged Totals:	$16,901.14	$16,901.14	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	9798903861	INV	2/6/2026	2/6/2026	$1,324.69	PERISTAL PUMP			$1,324.69		
							Due				
Voucher(s): 1						Aged Totals:	$1,324.69	$0.00	$1,324.69	$0.00	$0.00

Vendor ID: 4268 **Name:** H M CRAGG 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
	CD99023172	INV	3/11/2026	3/11/2026	$995.00	MINOR PM, SHOP SUPPLIES		$995.00			
							Due				
Voucher(s): 1						Aged Totals:	$995.00	$995.00	$0.00	$0.00	$0.00

Vendor ID: 6575 **Name:** HAAS, INC (HAAS ALERT) **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
	INV32619	INV	3/19/2026	3/19/2026	$110.00	CRADLEPOINT CABLE		$110.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

			Due				
Voucher(s): 1	Aged Totals:	$110.00	$110.00	$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
	8822	INV	3/16/2026	3/16/2026	$75.00	03/15/26 SNOW REMOVAL		$75.00			

			Due				
Voucher(s): 1	Aged Totals:	$75.00	$75.00	$0.00	$0.00	$0.00

Vendor ID: 4004 **Name:** HIGHLANDS ENGINEERING & SURVEYING PLLC **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
	231223-13	INV	3/19/2026	3/19/2026	$2,860.00	202316 NORTH INDUSTRIES S		$2,860.00			
	200122-14	INV	3/25/2026	3/25/2026	$10,925.50	PROFESSIONAL SERVICES		$10,925.50			

			Due				
Voucher(s): 2	Aged Totals:	$13,785.50	$13,785.50	$0.00	$0.00	$0.00

Vendor ID: 5163 **Name:** HOUSE OF MANNA **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
	2026 FUNDS	INV	3/26/2026	3/26/2026	$12,500.00	2026 SUBSIDY PAYMENT		$12,500.00			

			Due				
Voucher(s): 1	Aged Totals:	$12,500.00	$12,500.00	$0.00	$0.00	$0.00

Vendor ID: 4045 **Name:** HR COLLABORATIVE **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
	S NAMENIUK 2026	INV	3/20/2026	3/20/2026	$150.00	HR COLLABORATIVE 2026 BIE		$150.00			

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

Vendor ID: 4284 **Name:** HUTZ'S WELDING SERVICE & REPAIR 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
	31051	INV	3/23/2026	3/23/2026	$55.06	ADAPTERS		$55.06			

			Due				
Voucher(s): 1	Aged Totals:	$55.06	$55.06	$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
	95234355	INV	3/17/2026	3/17/2026	$74.17	DIP		$74.17			
	95234356	INV	3/17/2026	3/17/2026	$18.10	DIP		$18.10			
	95234357	INV	3/17/2026	3/17/2026	$303.49	DIP		$303.49			
	95234358	INV	3/17/2026	3/17/2026	$90.48	BC		$90.48			
	95234359	INV	3/17/2026	3/17/2026	$37.97	DIP		$37.97			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	95234360	INV	3/17/2026	3/17/2026	$11.43	BC		$11.43				
	95280010	INV	3/18/2026	3/18/2026	$73.03	BC		$73.03				
	95280011	INV	3/18/2026	3/18/2026	$38.10	DIP		$38.10				
	95280012	INV	3/18/2026	3/18/2026	$106.32	DIP		$106.32				
	95280013	INV	3/18/2026	3/18/2026	$159.01	BC		$159.01				
	95324937	INV	3/20/2026	3/20/2026	$51.20	BOOKS-BC		$51.20				
	95324938	INV	3/20/2026	3/20/2026	$18.19	BOOKS-BC		$18.19				
	95324939	INV	3/20/2026	3/20/2026	$48.70	BOOKS-DIP		$48.70				
	95324940	INV	3/20/2026	3/20/2026	$102.07	BOOKS-BC		$102.07				
	95399210	INV	3/24/2026	3/24/2026	$282.22	DIP		$282.22				
	95399211	INV	3/24/2026	3/24/2026	$129.79	BC		$129.79				
	95399212	INV	3/24/2026	3/24/2026	$18.10	DIP		$18.10				

		Due				
Voucher(s): 17	**Aged Totals:**	**$1,562.37**	**$1,562.37**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 5788 **Name:** INNOVATIVE OFFICE SOLUTIONS 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
	IN5081775 032026	INV	3/20/2026	3/20/2026	$13.85	BATTERY C 8 PK		$13.85			

		Due				
Voucher(s): 1	**Aged Totals:**	**$13.85**	**$13.85**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 9904 **Name:** INTEGRATED MECHANICAL SOLUTIONS, LLC **Class ID:** 1099 **FED TAX CLAS:** LLC-P

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	F25-60581-1	INV	3/4/2026	3/4/2026	$981.60	12X24X2 PRIME PLT SC M8A		$981.60			
	F26-60844-1	INV	3/4/2026	3/4/2026	$272.16	12X24X2 PRIME PLT SC M8A		$272.16			

		Due				
Voucher(s): 2	**Aged Totals:**	**$1,253.76**	**$1,253.76**	**$0.00**	**$0.00**	**$0.00**

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	3531	INV	3/18/2026	3/18/2026	$250.00	COMMERICAL WINDOW CLEA		$250.00			

		Due				
Voucher(s): 1	**Aged Totals:**	**$250.00**	**$250.00**	**$0.00**	**$0.00**	**$0.00**

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

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

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	2068948	INV	3/17/2026	3/17/2026	$102.00	10 KANDIYOHI 5 GAL DRINKIN		$102.00				
	215036	INV	3/30/2026	3/30/2026	$108.00	10 5 GAL KANDIYOHI WATER		$108.00				
	2069386	INV	3/31/2026	3/31/2026	$12.75	WATER RENTAL		$12.75				
								Due				
Voucher(s):	3					Aged Totals:		$222.75	$222.75	$0.00	$0.00	$0.00

Vendor ID: 6677 **Name:** JOAN MESSER **Class ID:** 1099 **FED TAX CLAS:** INDIVIDUAL/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
	935565	INV	3/26/2026	3/26/2026	$500.00	INTERIOR PAINT-POLICE DEP		$500.00			
								Due			
Voucher(s):	1					Aged Totals:		$500.00	$500.00	$0.00	$0.00	$0.00

Vendor ID: 5813 **Name:** KNOX COMPANY **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-KA-502160	INV	3/17/2026	3/17/2026	$6,428.00	KEYDEFENDER, DUAL KEY AS		$6,428.00			
								Due			
Voucher(s):	1					Aged Totals:		$6,428.00	$6,428.00	$0.00	$0.00	$0.00

Vendor ID: 5512 **Name:** KONECRANES **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
	163070519	INV	1/1/2026	1/1/2026	$1,852.50	TROUBLESHOOT FESTOON				$1,852.50	
								Due			
Voucher(s):	1					Aged Totals:		$1,852.50	$0.00	$0.00	$1,852.50	$0.00

Vendor ID: 5966 **Name:** LANDIA, 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
	16723	INV	3/16/2026	3/16/2026	$327.36	OIL SEALING RING, WASHERS		$327.36			
								Due			
Voucher(s):	1					Aged Totals:		$327.36	$327.36	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	55658301	INV	3/22/2026	3/22/2026	$427.34	OXYGEN USP D ALUM		$427.34			
	55747780	INV	3/27/2026	3/27/2026	$243.88	SHOP SUPPLIES		$243.88			
								Due			
Voucher(s):	2					Aged Totals:		$671.22	$671.22	$0.00	$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
	MARCH 2026	INV	3/19/2026	3/19/2026	$1,200.00	MARCH P/R WITHHOLDINGS		$1,200.00			

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City of Dickinson

		Due				
Voucher(s): 1	Aged Totals:	$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
	158678	INV	3/2/2026	3/2/2026	$50.00	CLOTHING ORDERED-MVD		$50.00			
	158805	INV	3/9/2026	3/9/2026	$18.00	EMB PROVIDED		$18.00			
	159023	INV	3/19/2026	3/19/2026	$276.00	JACKETS FOR NEW DISPATCI		$276.00			
	159028	INV	3/19/2026	3/19/2026	$75.00	3 CAPS		$75.00			
	159089	INV	3/23/2026	3/23/2026	$12.00	MISC EMB PROVIDED-J SPEN		$12.00			
	159150	INV	3/26/2026	3/26/2026	$50.00	ART/SET UP		$50.00			
	159156	INV	3/26/2026	3/26/2026	$139.00	CLOTHING -MARC TERNES		$139.00			
	159220	INV	3/31/2026	3/31/2026	$444.00	CLOTHING ORDERED-X BEES		$444.00			

		Due				
Voucher(s): 8	Aged Totals:	$1,064.00	$1,064.00	$0.00	$0.00	$0.00

Vendor ID: 5827 **Name:** LUCKY'S XPRESS **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
	1019092	INV	3/11/2026	3/11/2026	$100.00	CAR WASHES FOR POLICE DI		$100.00			

		Due				
Voucher(s): 1	Aged Totals:	$100.00	$100.00	$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
	15739	INV	3/17/2026	3/17/2026	$84.80	DYNA FIT SUSPENDERS		$84.80			

		Due				
Voucher(s): 1	Aged Totals:	$84.80	$84.80	$0.00	$0.00	$0.00

Vendor ID: 5633 **Name:** MAGSTADT, LEE **Class ID:** **FED TAX CLAS:** EMPLOYEE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	LM 033026	INV	3/30/2026	3/30/2026	$67.48	EMP EXP REIMBURSEMENT		$67.48			

		Due				
Voucher(s): 1	Aged Totals:	$67.48	$67.48	$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
	13008	INV	3/18/2026	3/18/2026	$576.00	RECOVERED 36 UNITS @ BAL		$576.00			
	13027	INV	3/20/2026	3/20/2026	$2,667.70	202519 WRF HVAC CONTROLS		$2,667.70			
	13046	INV	3/25/2026	3/25/2026	$160.00	SERVICE WORK ON BIG ENEF		$160.00			

	13050	INV	3/25/2026	3/25/2026	$520.00	INSPECTIONS OLD FIRE HALL		$520.00				
							Due					
Voucher(s):	4					Aged Totals:	$3,923.70	$3,923.70	$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
	48884715	INV	3/17/2026	3/17/2026	$79.93	PERIODICALS		$79.93			
							Due				
Voucher(s):	1					Aged Totals:	$79.93	$79.93	$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
	76941	INV	3/11/2026	3/11/2026	$33.63	BUSHINGS, PVC PIPE, PLUGS		$33.63			
	76980	INV	3/12/2026	3/12/2026	$6.96	2 SPRING WATERS		$6.96			
	76984	INV	3/12/2026	3/12/2026	$10.89	1" INSERT ADAPTERS, ELBOW		$10.89			
	77134	INV	3/17/2026	3/17/2026	$73.78	6 28 QT SOFT RECYCLE BASK		$73.78			
	77137	INV	3/17/2026	3/17/2026	$29.97	21" MAKING FLAG-ORANGE (3		$29.97			
	77168	INV	3/18/2026	3/18/2026	$57.98	2 10IN LOW PROFIEL NO FLAT		$57.98			
	77217	INV	3/19/2026	3/19/2026	$257.98	WHITE VINEGAR, DAWN DISH		$257.98			
	77228	INV	3/19/2026	3/19/2026	$18.96	2 PK WICKS, VELCRO SQRS ,		$18.96			
	77250	INV	3/20/2026	3/20/2026	$126.69	DAWN, 12PK RAYOVAC, WIND		$126.69			
	77354	INV	3/23/2026	3/23/2026	$7.46	BRS FIP RED COU, GALV RED		$7.46			
	77444	INV	3/25/2026	3/25/2026	$58.87	ROUTER BIT SET, ACRYLIC SI		$58.87			
	77460	INV	3/26/2026	3/26/2026	$9.75	3 GLACIERMIST		$9.75			
	77462	INV	3/26/2026	3/26/2026	$35.64	CLRX TLT PLNGR BRSH CMB,		$35.64			
	77464	INV	3/26/2026	3/26/2026	$159.54	SHADE, RTD SHT-PICK		$159.54			
							Due				
Voucher(s):	14					Aged Totals:	$888.10	$888.10	$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
	22239950115303	INV	3/20/2026	3/20/2026	$139.91	BUSINESS INTERNET 100		$139.91			
							Due				
Voucher(s):	1					Aged Totals:	$139.91	$139.91	$0.00	$0.00	$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

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
	508567903	INV	3/13/2026	3/13/2026	$65.23	DIP AV		$65.23			
	508567904	INV	3/13/2026	3/13/2026	$131.18	DIP CH AV		$131.18			
	508567905	INV	3/13/2026	3/13/2026	$44.99	BC AV		$44.99			
	508567907	INV	3/13/2026	3/13/2026	$9.74	BCSD-AV		$9.74			
	508596770	INV	3/18/2026	3/18/2026	$149.22	DIP AV		$149.22			
	508596772	INV	3/18/2026	3/18/2026	$74.24	DIPCH AV		$74.24			
							Due				
Voucher(s): 6						Aged Totals:	$474.60	$474.60	$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
	1349267	INV	3/18/2026	3/18/2026	$114.81	CHEMICALS		$114.81			
	1349268	INV	3/18/2026	3/18/2026	$271.42	CHEMICALS		$271.42			
	1349462	INV	3/19/2026	3/19/2026	$57.00	CHEMICALS		$57.00			
	1349468	INV	3/19/2026	3/19/2026	$114.81	CHEMICALS		$114.81			
	1350261	INV	3/25/2026	3/25/2026	$114.81	CHEMICALS		$114.81			
	1350262	INV	3/25/2026	3/25/2026	$57.00	CHEMICALS		$57.00			
	1350269	INV	3/25/2026	3/25/2026	$271.42	CHEMICALS		$271.42			
	1350272	INV	3/25/2026	3/25/2026	$114.81	CHEMICALS		$114.81			
							Due				
Voucher(s): 8						Aged Totals:	$1,116.08	$1,116.08	$0.00	$0.00	$0.00

Vendor ID: 9858 **Name:** MOBILE EXTINGUISHER SALES & SERVICE **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
	304	INV	3/13/2026	3/13/2026	$88.00	INSPECTION-LIBRARY		$88.00			
	305	INV	3/13/2026	3/13/2026	$60.00	INSPECTION-ARMORY/CVB		$60.00			
	306	INV	3/13/2026	3/13/2026	$244.00	INSPECTION-MUSEUM		$244.00			
	307	INV	3/13/2026	3/13/2026	$990.00	INSPECTION-PSC-PD/FIRE/FS		$990.00			
	308	INV	3/13/2026	3/13/2026	$764.00	INSPECTION-BUILDINGS/GRO		$764.00			
	309	INV	3/13/2026	3/13/2026	$305.00	INSPECTION-CITY HALL/LEGA		$305.00			
	310	INV	3/13/2026	3/13/2026	$1,296.00	INSPECTION-BALER BLG/LANI		$1,296.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	311	INV	3/13/2026	3/13/2026	$228.00	INSPECTION-PW OFFICES/AN		$228.00				
	312	INV	3/13/2026	3/13/2026	$1,400.00	INSPECTION-PW-STREET		$1,400.00				
	313	INV	3/13/2026	3/13/2026	$393.00	INSPECTION-PW-SRV/FLEET I		$393.00				
	314	INV	3/13/2026	3/13/2026	$3,000.00	INSPECTION-PW-WATER		$3,000.00				
								Due				
Voucher(s):	11					Aged Totals:		$8,768.00	$8,768.00	$0.00	$0.00	$0.00

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
	MMI166976	INV	1/26/2026	1/26/2026	$600.54	300 KEYCHAINS-LIBRARY				$600.54	
								Due			
Voucher(s):	1					Aged Totals:		$600.54	$0.00	$0.00	$600.54	$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
	14982210008 0326	INV	3/13/2026	3/13/2026	$1,080.48	615 W BROADWAY ST		$1,080.48			
	25370770718	INV	3/16/2026	3/16/2026	$92.55	981 E VILLARD ST FEET #1		$92.55			
	32220819000 0326	INV	3/16/2026	3/16/2026	$93.63	51 6TH ST E		$93.63			
	423 887 3732 4	INV	3/16/2026	3/16/2026	$84.33	298 1/2 W VILLARD ST		$84.33			
	505 039 8216 2	INV	3/16/2026	3/16/2026	$352.42	1788 I94 BUSINESS LOOP E		$352.42			
	71736003253 0316	INV	3/16/2026	3/16/2026	$116.46	3411 PUBLIC WORKS BLVD		$116.46			
	944 610 0636 6	INV	3/16/2026	3/16/2026	$173.65	991 E VILLARD ST FEED #2		$173.65			
	95529300519 031425	INV	3/16/2026	3/16/2026	$100.61	28 1/2 2ND AVE E		$100.61			
	04982210009 0326	INV	3/18/2026	3/18/2026	$17,147.12	615 W BROADWAY ST		$17,147.12			
	35538598489 0326	INV	3/18/2026	3/18/2026	$72.70	1075 SIMS ST		$72.70			
	418 924-5504-3	INV	3/18/2026	3/18/2026	$437.68	LS 20 1820 YELLOWSTONE CI		$437.68			
	80903710384 0326	INV	3/18/2026	3/18/2026	$15.02	615 W BROADWAY ST		$15.02			
	61946591668 0326	INV	3/23/2026	3/23/2026	$193.96	801 STATE AVE		$193.96			
								Due			
Voucher(s):	13					Aged Totals:		$19,960.61	$19,960.61	$0.00	$0.00	$0.00

Vendor ID: 4946 **Name:** MOTION AND CONTROL ENTERPRISES 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
	9364476	INV	3/26/2026	3/26/2026	$626.06	HOSE, PARKER HPD		$626.06			

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City of Dickinson

							Due				
Voucher(s):	1					Aged Totals:	$626.06	$626.06	$0.00	$0.00	$0.00
Vendor ID:	6676		**Name:**	MULTNOMAH COUNTY			**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
	ILL232190305	INV	1/7/2026	1/7/2026	$22.95	BOOK				$22.95	
							Due				
Voucher(s):	1					Aged Totals:	$22.95	$0.00	$0.00	$22.95	$0.00
Vendor ID:	4901		**Name:**	ND COMMUNITY CORRECTIONS ASSOC			**Class ID:**			**FED TAX CLAS:**	
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	J FRICRICH 2026	INV	3/31/2026	3/31/2026	$95.00	VIS INSURANCE POLICY		$95.00			
	J FRIDRICH 2026	INV	3/31/2026	3/31/2026	$200.00	ECLIPTIC FEES & NDCCA DUE		$200.00			
							Due				
Voucher(s):	2					Aged Totals:	$295.00	$295.00	$0.00	$0.00	$0.00
Vendor ID:	4722		**Name:**	ND DEPT OF TRANSPORTATION-BISMARCK			**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
	032726	INV	3/27/2026	3/27/2026	$129,778.13	202233 I94 @ HWY10-HWY 22		$129,778.13			
							Due				
Voucher(s):	1					Aged Totals:	$129,778.13	$129,778.13	$0.00	$0.00	$0.00
Vendor ID:	680		**Name:**	ND FIREFIGHTERS ASSOCIATION			**Class ID:**			**FED TAX CLAS:**	
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2026031008	INV	3/10/2026	3/10/2026	$95.00	CERTIFICATION RETESTS		$95.00			
	2026031009	INV	3/10/2026	3/10/2026	$232.26	4 TEXT BOOKS		$232.26			
	2026031902	INV	3/19/2026	3/19/2026	$100.00	CERTIFICATION RETEST		$100.00			
							Due				
Voucher(s):	3					Aged Totals:	$427.26	$427.26	$0.00	$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
	14829	INV	3/23/2026	3/23/2026	$800.00	2026 SPRING WORKSHOPS/TI		$800.00			
							Due				
Voucher(s):	1					Aged Totals:	$800.00	$800.00	$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
	VOUCHER #18	INV	3/25/2026	3/25/2026	$1,702.00	RANGE OF WORK 031126-032		$1,702.00			
							Due				
Voucher(s):	1					Aged Totals:	$1,702.00	$1,702.00	$0.00	$0.00	

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	TRFINV066201	INV	3/17/2026	3/17/2026	$617.78	MISC SIGNS FOR CITY OF DKI		$617.78			
							Due				
Voucher(s): 1						Aged Totals:	$617.78	$617.78	$0.00	$0.00	$0.00

Vendor ID: 6635 **Name:** NORSE FIRE EQUIPMENT **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
	2359	INV	3/13/2026	3/13/2026	$2,644.00	2 LEATHER COMFORT HELME		$2,644.00			
	2360	INV	3/13/2026	3/13/2026	$7,280.00	STRUCTURAL FIRE GEAR		$7,280.00			
							Due				
Voucher(s): 2						Aged Totals:	$9,924.00	$9,924.00	$0.00	$0.00	$0.00

Vendor ID: 4413 **Name:** NORTH DAKOTA HIGHWAY PATROL **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
	031726	INV	3/31/2026	3/31/2026	$714.86	LAW ENFOREMENT, KINTO/ST		$714.86			
							Due				
Voucher(s): 1						Aged Totals:	$714.86	$714.86	$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
	15178980	INV	3/25/2026	3/25/2026	$63.01	FLAT REPAIR S-50, SHOP SUF		$63.01			
							Due				
Voucher(s): 1						Aged Totals:	$63.01	$63.01	$0.00	$0.00	$0.00

Vendor ID: 3037 **Name:** NSC MINERALS **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
	SXP346492	INV	3/19/2026	3/19/2026	$7,333.96	ROCANVILL STANDARD		$7,333.96			
	SXP346702	INV	3/24/2026	3/24/2026	$3,440.05	29.94 TN ROCANVILLE STAND		$3,440.05			
							Due				
Voucher(s): 2						Aged Totals:	$10,774.01	$10,774.01	$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
	1865-445433	INV	3/30/2026	3/30/2026	$340.68	BATTERY, CORE CHARGE		$340.68			
							Due				
Voucher(s): 1						Aged Totals:	$340.68	$340.68	$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
	24-7251	INV	3/25/2026	3/25/2026	$280.00	TPMS SENSORS		$280.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

			Due				
Voucher(s): 1	Aged Totals:	$280.00	$280.00	$0.00	$0.00	$0.00

Vendor ID: 6675 **Name:** PASSPOINT SECRITY, 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
	5246	INV	3/24/2026	3/24/2026	$24,250.00	CYBER SECURITY SERVICES		$24,250.00			

			Due				
Voucher(s): 1	Aged Totals:	$24,250.00	$24,250.00	$0.00	$0.00	$0.00

Vendor ID: 6671 **Name:** PEELEE CLARK **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
	PC 031726	INV	3/17/2026	3/17/2026	$149.00	EMPLOYEE EXP-PEELEE CLA		$149.00			

			Due				
Voucher(s): 1	Aged Totals:	$149.00	$149.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	0616011-IN	INV	3/11/2026	3/11/2026	$1,026.41	SLCH-BKS		$1,026.41			

			Due				
Voucher(s): 1	Aged Totals:	$1,026.41	$1,026.41	$0.00	$0.00	$0.00

Vendor ID: 9711 **Name:** PLAYAWAY PRODUCTS 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
	528372	INV	3/18/2026	3/18/2026	$29.98	AC POWER ADAPTER-CORDL		$29.98			
	528380	INV	3/18/2026	3/18/2026	$119.99	DIPCH AV		$119.99			

			Due				
Voucher(s): 2	Aged Totals:	$149.97	$149.97	$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
	103755	CRM	3/23/2026		($413.98)	RETURN 18MO WTY BATTER,		($413.98)			
	103757	CRM	3/23/2026		($54.00)	RETURN CORE DEPOSIT		($54.00)			
	103884	CRM	3/23/2026		($108.00)	RETURN CORE DEPOSIT (4)		($108.00)			
	103143	INV	3/18/2026	3/18/2026	$115.98	BACK UP ALARM STEEL (2)		$115.98			
	103241	INV	3/19/2026	3/19/2026	$108.84	12 ENGINE OIL FILTERS		$108.84			
	103473	INV	3/20/2026	3/20/2026	$12.88	ENGINE OIL FILTER		$12.88			
	103584	INV	3/20/2026	3/20/2026	$413.98	18 MO WTY BATTERY, CORE		$413.98			
	103740	INV	3/23/2026	3/23/2026	$413.98	18MO WTY BAT.CORE DEPOS		$413.98			
	103871	INV	3/23/2026	3/23/2026	$827.96	NAPA COMM BATTERY, CORE		$827.96			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

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104008	INV	3/24/2026	3/24/2026	$8.00	BOXED MINIATURES	$8.00	
104017	INV	3/24/2026	3/24/2026	$12.49	GROMMET-NUT & SCREW GR	$12.49	
104067	INV	3/25/2026	3/25/2026	$262.89	ENGINE OIL FILTER, AIR FILTE	$262.89	
104088	INV	3/25/2026	3/25/2026	$56.80	LAMP (4)	$56.80	
104117	INV	3/25/2026	3/25/2026	$147.70	2 OIL FILTERS	$147.70	
104269	INV	3/26/2026	3/26/2026	$105.24	CABIN AIR FILTER, AIR FILTEF	$105.24	
104346	INV	3/26/2026	3/26/2026	$16.65	SWITCH DOOR JAMB	$16.65	
104386	INV	3/26/2026	3/26/2026	$12.80	BOXED MINIATURES	$12.80	
104425	INV	3/27/2026	3/27/2026	$103.28	CABIN AIR FILTER, OVAL AIR I	$103.28	
104440	INV	3/27/2026	3/27/2026	$38.94	6 NAPA QUART 5W20	$38.94	
104443	INV	3/27/2026	3/27/2026	$4.89	LAMP	$4.89	
104602	INV	3/28/2026	3/28/2026	$108.84	ENGINE OIL FILTERS (12)	$108.84	

		Due				
Voucher(s): 21	**Aged Totals:**	**$2,196.16**	**$2,196.16**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 2596 **Name:** PRO TINT **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
	4480	INV	2/2/2026	2/2/2026	$500.00	'25 GMC SIERRA STARTER R-			$500.00		

		Due				
Voucher(s): 1	**Aged Totals:**	**$500.00**	**$0.00**	**$500.00**	**$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
	00426414	INV	3/17/2026	3/17/2026	$85.07	GAUGE BRASS, TEE, BUSH		$85.07			
	00426427	INV	3/18/2026	3/18/2026	$212.48	UNLOADER VLV GREEN SPRII		$212.48			
	00426446	INV	3/19/2026	3/19/2026	$2,197.54	SUCTIONS, COUPLERS, ALUM		$2,197.54			

		Due				
Voucher(s): 3	**Aged Totals:**	**$2,495.09**	**$2,495.09**	**$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 0326	INV	3/15/2026	3/15/2026	$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**

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

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
	Q2272420	INV	3/22/2026	3/22/2026	$1,783.95	LEASE PYMT 01/23/26-04/22/2		$1,783.95			
							Due				
Voucher(s): 1						Aged Totals:	$1,783.95	$1,783.95	$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-29876	INV	3/10/2026	3/10/2026	$49.00	250 BUS CARDS-B CHRISTEN		$49.00			
	PC-29939	INV	3/12/2026	3/12/2026	$174.00	24 CERTIFICATES,DESIGN CH		$174.00			
	PC-29940	INV	3/12/2026	3/12/2026	$125.00	100 THANK YOU CARDS		$125.00			
							Due				
Voucher(s): 3						Aged Totals:	$348.00	$348.00	$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
	17677	INV	3/17/2026	3/17/2026	$80.00	MOUSE BAITING		$80.00			
							Due				
Voucher(s): 1						Aged Totals:	$80.00	$80.00	$0.00	$0.00	$0.00

Vendor ID: 471 **Name:** QUEEN CITY UPHOLSTERY 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
	1707 (C)	INV	3/10/2026	3/10/2026	$270.25	ENG 1, TURN BUCKLES, 2" ST		$270.25			
							Due				
Voucher(s): 1						Aged Totals:	$270.25	$270.25	$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
	5104345 1	INV	3/19/2026	3/19/2026	$112.89	GASKET,SCREEN ASY		$112.89			
							Due				
Voucher(s): 1						Aged Totals:	$112.89	$112.89	$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
	15620	INV	3/17/2026	3/17/2026	$1,870.00	REPAIR REAR GRILL-WHEEL I		$1,870.00			
							Due				
Voucher(s): 1						Aged Totals:	$1,870.00	$1,870.00	$0.00	$0.00	$0.00

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
	4803	INV	3/22/2026	3/22/2026	$4,068.00	REPLACE WATER FOUNTAIN-		$4,068.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

			Due				
Voucher(s): 1		Aged Totals:	$4,068.00	$4,068.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2243	INV	3/10/2026	3/10/2026	$152.00	GMS RIM CYLINDER		$152.00			
	2274	INV	3/23/2026	3/23/2026	$555.00	FIELD LABOR, VD EXIT TRIM		$555.00			
	2295	INV	3/30/2026	3/30/2026	$24.50	KEY CUT (3), LG KEY IDENTIFI		$24.50			

			Due				
Voucher(s): 3		Aged Totals:	$731.50	$731.50	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	8498514	INV	3/5/2026	3/5/2026	$74.43	KNEELING PAD, TIDY CATS, P		$74.43			
	8498523	INV	3/5/2026	3/5/2026	$4.09	PLUG MALE 2 PK TYPE M		$4.09			
	8502078	INV	3/11/2026	3/11/2026	$181.96	SHELVING STEEL 5 TIER, BRU		$181.96			
	8503655	INV	3/13/2026	3/13/2026	$111.95	SHOP TOWELS, SOCKET ADA		$111.95			
	8510096	INV	3/17/2026	3/17/2026	$7.99	PRESSURE GAUGE		$7.99			
	8506300	INV	3/18/2026	3/18/2026	$145.63	PAINT, CLIPS, COUPLERS, PIN		$145.63			
	8509811	INV	3/23/2026	3/23/2026	$19.98	2 DRUM LINERS 55 GAL		$19.98			
	8510103	INV	3/23/2026	3/23/2026	$15.06	PUNCH SOLID, BIN PRODUCT:		$15.06			
	8512150	INV	3/25/2026	3/25/2026	$615.12	TABLE SAW 10" W/WHEEL ST.		$615.12			
	8512734	INV	3/26/2026	3/26/2026	$447.68	MARKER 72" TAPE, LEATHERI		$447.68			
	8513167	INV	3/27/2026	3/27/2026	$63.92	SPRAY PAINT, GREEN, BLUE		$63.92			
	8513516	INV	3/27/2026	3/27/2026	$92.79	MARKER 72" REFLEC TAPE, C		$92.79			
	8515617	INV	3/30/2026	3/30/2026	$138.09	DRIVEWAY MARKER, LEATHE		$138.09			

			Due				
Voucher(s): 13		Aged Totals:	$1,918.69	$1,918.69	$0.00	$0.00	$0.00

Vendor ID: 986 **Name:** SAFETY-KLEEN **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
	99301764	INV	3/7/2026	3/7/2026	$300.29	30G PARTS WASHER-SOLVEN		$300.29			

			Due				
Voucher(s): 1		Aged Totals:	$300.29	$300.29	$0.00	$0.00	$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Vendor ID: 505 **Name:** SANITATION PRODUCTS **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
	96249	INV	3/18/2026	3/18/2026	$941.76	RH GLASS DOOR PANEL		$941.76			
							Due				
Voucher(s): 1						Aged Totals:	$941.76	$941.76	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	9885	INV	3/11/2026	3/11/2026	$1,113.49	INSTALL BOLT IN AIR SUSPEN		$1,113.49			
	9883	INV	3/18/2026	3/18/2026	$1,374.89	REPLACE REAR BRAKES, OIL		$1,374.89			
	9884	INV	3/18/2026	3/18/2026	$769.25	FUEL FILTERS, OIL, LABOR		$769.25			
							Due				
Voucher(s): 3						Aged Totals:	$3,257.63	$3,257.63	$0.00	$0.00	$0.00

Vendor ID: 5824 **Name:** SCHOOL SPECIALTY, 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
	208136836092	INV	3/10/2026	3/10/2026	$91.62	WASTE BASKET, 13 QT		$91.62			
							Due				
Voucher(s): 1						Aged Totals:	$91.62	$91.62	$0.00	$0.00	$0.00

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
	56687113540326	INV	3/27/2026	3/27/2026	$15.28	PRE VAL SPRYR, PRE VAL UN		$15.28			
							Due				
Voucher(s): 1						Aged Totals:	$15.28	$15.28	$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
	19833	INV	3/10/2026	3/10/2026	$53.75	2475 STATE AVE N PICKUP		$53.75			
							Due				
Voucher(s): 1						Aged Totals:	$53.75	$53.75	$0.00	$0.00	$0.00

Vendor ID: 5641 **Name:** SIOUX VALLEY ENVIRONMENTAL 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
	12585	INV	3/9/2026	3/9/2026	$5,358.00	55 GAL DRUM CITRIC ACID		$5,358.00			
							Due				
Voucher(s): 1						Aged Totals:	$5,358.00	$5,358.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and
	SX5-IE9349	INV	3/17/2026	3/17/2026	$1,734.64	466.3 GAL RUBY FIELDMASTE		$1,734.64			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

							Due				
Voucher(s):	1					Aged Totals:	$1,734.64	$1,734.64	$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
	INV14211	INV	3/31/2026	3/31/2026	$316,445.57	MONTHLY WATER BILLING		$316,445.57			
							Due				
Voucher(s):	1					Aged Totals:	$316,445.57	$316,445.57	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1432436	INV	3/21/2026	3/21/2026	$106.71	STANDARD SHIPMENT		$106.71			
	1434939	INV	3/21/2026	3/21/2026	$63.07	STANDARD SHIPMENT		$63.07			
							Due				
Voucher(s):	2					Aged Totals:	$169.78	$169.78	$0.00	$0.00	$0.00

Vendor ID: 6679 **Name:** ST MARY'S COLLEGE OF MARYLAND **Class ID:** **FED TAX CLAS:** C-STATE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	033026	INV	1/12/2026	1/12/2026	$100.00	LOST BOOK -LIBRARY				$100.00	
							Due				
Voucher(s):	1					Aged Totals:	$100.00	$0.00	$0.00	$100.00	$0.00

Vendor ID: 540 **Name:** STARK DEVELOPMENT 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
	2ND QUARTER 2026	INV	4/1/2026	4/1/2026	$200,000.00	2ND QUARTER SUBSIDY PYM		$200,000.00			
							Due				
Voucher(s):	1					Aged Totals:	$200,000.00	$200,000.00	$0.00	$0.00	$0.00

Vendor ID: 4241 **Name:** STONE MANUFACTURING & SUPPLY 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
	0691339-IN	INV	3/13/2026	3/13/2026	$178.15	RABIES TAGS FOR ANIMAL SH		$178.15			
							Due				
Voucher(s):	1					Aged Totals:	$178.15	$178.15	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	PIV-000116182	INV	3/29/2026	3/29/2026	$3,943.38	CITY OF DKN-LICENSE & ENH		$3,943.38			
							Due				
Voucher(s):	1					Aged Totals:	$3,943.38	$3,943.38	$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
	009057	INV	3/23/2026	3/23/2026	$450.00	LAB SLIPS 316-330		$450.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

							Due			
Voucher(s):	1					Aged Totals:	$450.00	$450.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	P22049	INV	3/20/2026	3/20/2026	$1,735.04	FAN BLADE 2 PK, SHIPPING		$1,735.04			

							Due			
Voucher(s):	1					Aged Totals:	$1,735.04	$1,735.04	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	PS1118293-1	INV	3/24/2026	3/24/2026	$221.90	FILER ELEMENT, HYD OIL 5 G		$221.90			

							Due			
Voucher(s):	1					Aged Totals:	$221.90	$221.90	$0.00	$0.00	$0.00

Vendor ID: 791 **Name:** TOOZ CONSTRUCTION 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
	33582	INV	3/27/2026	3/27/2026	$400.00	PAINTING NORTH WALL		$400.00			

							Due			
Voucher(s):	1					Aged Totals:	$400.00	$400.00	$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
	21527	INV	3/18/2026	3/18/2026	$2,684.32	03-18-26 DICKINSON-SHAKOP		$2,684.32			
	21615	INV	3/25/2026	3/25/2026	$2,730.11	03-25-26 DICKINSON-SHAKOP		$2,730.11			

							Due			
Voucher(s):	2					Aged Totals:	$5,414.43	$5,414.43	$0.00	$0.00	$0.00

Vendor ID: 1986 **Name:** TRIPLE H 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
	143906	INV	3/20/2026	3/20/2026	$427.36	8" RYL DCH VASE, RING HLDF		$427.36			

							Due			
Voucher(s):	1					Aged Totals:	$427.36	$427.36	$0.00	$0.00	$0.00

Vendor ID: 3317 **Name:** UPS STORE #4954 **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
	9572798	INV	3/24/2026	3/24/2026	$56.23	SHIPPING OF PACKAGE		$56.23			

							Due			
Voucher(s):	1					Aged Totals:	$56.23	$56.23	$0.00	$0.00	$0.00

Vendor ID: 586 **Name:** VAL'S SANITATION **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

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	2026-194	INV	3/7/2026	3/7/2026	$420.00	PORTAJON RENTAL		$420.00			
							Due				
Voucher(s):	1					Aged Totals:	$420.00	$420.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2550603102	INV	3/18/2026	3/18/2026	$51.96	MATS		$51.96			
	2550605763	INV	3/25/2026	3/25/2026	$41.41	MATS		$41.41			
	2550605810	INV	3/25/2026	3/25/2026	$63.55	MATS		$63.55			
	2550605820	INV	3/25/2026	3/25/2026	$49.15	MATS		$49.15			
	2550605830	INV	3/25/2026	3/25/2026	$81.83	MATS		$81.83			
	2550605831	INV	3/25/2026	3/25/2026	$94.91	UNIFORM CLEANING		$94.91			
	2550605833	INV	3/25/2026	3/25/2026	$51.96	MATS		$51.96			
	2550606580	INV	3/26/2026	3/26/2026	$29.61	MATS		$29.61			
	2550606602	INV	3/26/2026	3/26/2026	$85.77	MATS		$85.77			
							Due				
Voucher(s):	9					Aged Totals:	$550.15	$550.15	$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
	291149482	INV	3/4/2026	3/4/2026	$28,867.54	#2 CLEAR DIESEL, ETHONAL		$28,867.54			
	363604	INV	3/17/2026	3/17/2026	$1,607.28	#1 DYED DIESEL FUEL		$1,607.28			
	363605	INV	3/17/2026	3/17/2026	$1,829.28	#1 DYED DIESEL FUEL		$1,829.28			
	363606	INV	3/17/2026	3/17/2026	$674.88	#1 DYED DIESEL FUEL		$674.88			
	363607	INV	3/17/2026	3/17/2026	$2,313.24	#1 DYED DIESEL FUEL		$2,313.24			
	363165	INV	3/24/2026	3/24/2026	$292.60	140 DEF		$292.60			
							Due				
Voucher(s):	6					Aged Totals:	$35,584.82	$35,584.82	$0.00	$0.00	$0.00

Vendor ID: 1415 **Name:** WEST DAKOTA VETERINARY CLINIC 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
	311282	INV	3/24/2026	3/24/2026	$103.10	APOQUEL 16MG TABLETS		$103.10			
							Due				
Voucher(s):	1					Aged Totals:	$103.10	$103.10	$0.00	$0.00	$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

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
	MAR 2026	INV	3/25/2026	3/25/2026	$1,599.00	MARCH 2026 P/R WITHHOLDI		$1,599.00			
							Due				
Voucher(s): 1						Aged Totals:	$1,599.00	$1,599.00	$0.00	$0.00	$0.00

Vendor ID: 9842 **Name:** WESTERN HOSE LLC **Class ID:** 1099 **FED TAX CLAS:** LLC

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	85698612	INV	3/25/2026	3/25/2026	$72.18	HOSES (6)		$72.18			
	INV-1165	INV	3/25/2026	3/25/2026	$72.18	HOSES (6)		$72.18			
							Due				
Voucher(s): 2						Aged Totals:	$144.36	$144.36	$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
	636900	INV	3/27/2026	3/27/2026	$110.15	SENSOR, DO		$110.15			
							Due				
Voucher(s): 1						Aged Totals:	$110.15	$110.15	$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
	INV845601	INV	2/26/2026	2/26/2026	$152.95	8" JUMP SIDE ZIP BOOT			$152.95		
	INV851325	INV	3/6/2026	3/6/2026	$1,373.76	14" PULL ON BOOTS		$1,373.76			
	INV853679	INV	3/11/2026	3/11/2026	$185.70	6" SLIP ON BOOT		$185.70			
	INV856854	INV	3/17/2026	3/17/2026	$327.77	2 PR 8" JUMP SIDE ZIP BOOTS		$327.77			
							Due				
Voucher(s): 4						Aged Totals:	$2,040.18	$1,887.23	$152.95	$0.00	$0.00

	Vendors	Due	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
Vendor Totals:	148	$1,665,595.22	$1,659,999.03	$3,020.20	$2,575.99	$0.00

Commerce Bank®
Member FDIC
Challenge Accepted.®

Visa Purchasing

Billing Period: 03/12/2026 - 03/25/2026
Account Number: XXXX-XXXX-XXXX-

Account Summary

Previous Balance	$37,777.73
Purchases & Other Charges	$27,801.29
Cash Advances	$0.00
Cash Advance Fees	$0.00
Late Charges	$0.00
Finance Charges	$0.00
Credits	$75.21
Payments	$37,777.73
New Balance	$27,726.08
Credit Limit	$120,000.00
Cash Limit	$120,000.00
Available Credit	$92,273.92
Disputed Amount	$0.00
Statement Closing Date	March 25, 2026
Days in Billing Cycle	14

Payment Information

New Balance	$27,726.08
Minimum Payment Due	**$27,726.08**
Payment Due Date	**April 01, 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

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

Corporate Account Activity

Tran Date	Post Date	Reference Number	Transaction Description	Amount
03/18	03/18		AUTO PAYMENT - THANK YOU!	$37,777.73 CR

PLEASE DETACH COUPON AND RETURN WITH YOUR PAYMENT.

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

Account ID:
Account Number: **XXXX-XXXX-XXXX-**
Payment Due Date: April 01, 2026
New Balance: $27,726.08
Minimum Payment Due: $27,726.08

AMOUNT ENCLOSED

Use enclosed envelope and make check payable to:
COMMERCE BANK

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

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

Commerce Bank®

Cardholder Account Activity

Tran Date	Post Date	Reference Number	Transaction Description	Amount
FIRE DEPARTMENT				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $10,000.00			$197.88 / $0.00 / $197.88	
03/11	03/12	2400097607040050083 3031	THE UPS STORE 4954 209-7775558 ND	$16.72
03/11	03/12	2401134607010010281 9320	PARADISEDRYCLEANER.COM 141-56121177 ND	$27.50
03/12	03/13	2400097607140600026 1200	THE UPS STORE 4954 209-7775558 ND	$15.43
03/13	03/16	2444500607340024050 6984	WM SUPERCENTER #1567 DICKINSON ND	$79.70
03/16	03/17	2443565607516616603 7112	GALLS 859-266-7227 KY	$13.54
03/18	03/19	2469216607710070369 0196	NATIONAL REGISTRY EMT 614-888-4484 OH	$25.00
03/21	03/23	2420429608000004 1115099	Google One 650-2530000 CA	$19.99
SHELLY NAMENIUK				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $5,000.00			$9.92 / $0.00 / $9.92	
03/17	03/19	2413746607710029479 6896	MENARDS DICKINSON ND DICKINSON ND	$9.92
FIRE DEPARTMENT 2				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$205.00 / $0.00 / $205.00	
03/18	03/19	2401339607700383101 8766	ALABAMA FIRE COLLEGE AND 205-3913775 AL	$125.00
03/20	03/23	2400077607910003275 7352	LOVABLE LOVABLE.DEV DE	$30.00
03/23	03/24	2400077608210003367 7943	LOVABLE LOVABLE.DEV DE	$50.00
JADE JAYNES				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $3,000.00			$1,393.49 / $0.00 / $1,393.49	
03/12	03/13	2469216607110541705 7471	APPLE.COM/BILL 866-712-7753 CA	$10.99
03/13	03/13	2401134607210003356 2906	AMAZON RETA* BP5YI72F1 WWW.AMAZON.COWA	$14.37
03/15	03/16	2401134607410011979 9917	AMAZON RETA* BP22O58K0 WWW.AMAZON.COWA	$41.95
03/16	03/17	2401134607510013314 5278	AMAZON RETA* BD0214JF1 WWW.AMAZON.COWA	$17.95
03/16	03/17	2469216607510911837 6889	AMAZON MKTPL*BD2FN63U1 Amzn.com/billWA	$24.95
03/19	03/20	2405523607868548474 8545	WALMART.COM 800-925-6278 AR	$95.13
03/19	03/23	2478930607944670147 9007	OTC BRANDS *OTC BRANDS 800-2280475 NE	$415.67
03/20	03/23	2444500607920020060 0650	WALMART.COM 8009256278 800-966-6546 AR	$83.99
03/20	03/23	2469216607910267147 6101	AMAZON MKTPL*BD8OO52T1 Amzn.com/billWA	$125.99
03/20	03/23	2469216607910266986 8558	AMAZON MKTPL*B52NX1IA2 Amzn.com/billWA	$34.97
03/22	03/23	2401134608110013034 9149	AMAZON RETA* B51ZW64F1 WWW.AMAZON.COWA	$51.27
03/22	03/23	2469216608110491315 3734	AMAZON MKTPL*BD62896V0 Amzn.com/billWA	$476.26
RENEE NEWTON				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $1,000.00			$19.95 / $0.00 / $19.95	
03/23	03/24	2406466608310000386 1613	5280 MAG 5280.COM CO	$19.95
GRANT CARLSON				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $5,000.00			$458.08 / $0.00 / $458.08	
03/12	03/13	2401134607110010763 3048	AMAZON RETA* BP1KW63S0 WWW.AMAZON.COWA	$21.00
03/14	03/16	2401134607310005076 3279	AMAZON RETA* BP5JA4I71 WWW.AMAZON.COWA	$343.95
03/18	03/19	2401134607710010475 1268	AMAZON RETA* BD21W1FB0 WWW.AMAZON.COWA	$93.13
JOSEPH CIANNI				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$283.98 / $0.00 / $283.98	
03/13	03/16	2469216607210653253 0045	AMAZON MKTPL*BD1LH5KS2 Amzn.com/billWA	$159.00
03/13	03/16	2403629607274431998 4272	ZAZZLE INC 888-892-9953 CA	$109.00
03/14	03/16	2413746607430087435 2903	MENARDS DICKINSON ND DICKINSON ND	$15.98
LINDA CARLSON				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $5,000.00			$500.00 / $0.00 / $500.00	
03/19	03/23	2407105607993913146 0306	GOVERNMENT FINANCE OFF 312-5784406 IL	$500.00

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
MICHAEL HANEL				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$9.00 / $0.00 / $9.00	
03/20	03/20	2400077607910001187829 4	PROBOARDS, INC. PROBOARDS.COMCA	$9.00
ANIMAL SHELTER				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$58.80 / $0.00 / $58.80	
03/14	03/16	2469216607310758657896 2	CHEWY.COM 800-672-4399 FL	$58.80
PURCHASING DEPARTMENT				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $10,000.00			$3,497.87 / $0.00 / $3,497.87	
03/11	03/12	2402762607006752803283 7	PAYPAL *GODADDY.COM 402-935-7733 AZ	$1,619.64
03/11	03/12	2402762607006752818428 1	PAYPAL *GODADDY.COM 402-935-7733 AZ	$1,619.64
03/14	03/16	2469216607310734613933 7	AMAZON MKTPL*BP6XO3V40 Amzn.com/billWA	$22.98
03/18	03/19	2469216607710110632443 3	Amazon.com*BD0PR84G0 Amzn.com/billWA	$119.99
03/21	03/23	2469216608010377977136 6	AMAZON MKTPL*BD4ET3IF1 Amzn.com/billWA	$74.86
03/25	03/25	2469216608410700877948 4	AMAZON MKTPL*B50D59FQ0 Amzn.com/billWA	$40.76
TRAVIS LEINTZ				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$37.00 / $0.00 / $37.00	
03/19	03/20	2401514607914581006977 6	AMERICAN HEART SHOPCPR 888-242-8883 TX	$37.00
CINDY THRONBURG				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $3,000.00			$91.83 / $0.00 / $91.83	
03/11	03/12	2469216607010468159490 6	AMAZON MKTPL*BD4WE0GA2 Amzn.com/billWA	$9.97
03/13	03/16	2469216607210618259484 6	AMAZON MKTPL*BP58B5EI0 Amzn.com/billWA	$63.37
03/17	03/17	2469216607610957121280 2	AMAZON MKTPL*BD0LP7A91 Amzn.com/billWA	$18.49
BLAKE JOHNSON				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $4,000.00			$349.99 / $0.00 / $349.99	
03/17	03/19	2413746607800158244236 8	TRACTOR SUPPLY CO #5509 615-440-4600 TN	$349.99
LEE SKABO				
XXXX-XXXX-XXXX			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$414.96 / $0.00 / $414.96	
03/17	03/18	2423168607768385651264 3	HARBOR FREIGHT TOOLS3555 DICKINSON ND	$414.96
POLICE DEPARTMENT				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $30,000.00			$261.41 / $0.00 / $261.41	
03/12	03/13	2402268607190001030970 1	SHRED ND 701-6905480 ND	$53.73
03/13	03/16	2469216607210655011627 1	Amazon.com*BP7HW41E0 Amzn.com/billWA	$25.99
03/19	03/20	2469216607810209047984 4	Amazon.com*BD92T6TZ0 Amzn.com/billWA	$181.69
RACHEL WALDO				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $3,000.00			$845.23 / $0.00 / $845.23	
03/12	03/13	2411641607174412464075 2	WIZARDS OF THE COAST LLC 180-032-4649 WA	$295.64
03/12	03/13	2411641607174213382830 1	WIZARDS OF THE COAST LLC 180-032-4649 WA	$79.11
03/19	03/20	2469216607810207144511 1	AMAZON MKTPL*B55FN37U2 Amzn.com/billWA	$29.36
03/22	03/23	2469216608110421303483 2	AMAZON MKTPL*BG9LU9ZJ2 Amzn.com/billWA	$19.58
03/22	03/23	2469216608110420840721 7	AMAZON MKTPL*BD6CJ1Y81 Amzn.com/billWA	$193.18
03/23	03/25	2444500608350054233148 2	PAPA JOHN'S #4905 701-483-7200 ND	$114.18
03/23	03/25	2444500608350054233155 7	PAPA JOHN'S #4905 701-483-7200 ND	$114.18
AARON MEYER				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $40,000.00			$11,057.19 / $0.00 / $11,057.19	
03/11	03/12	2416407607010544128949 7	Staples Inc staples.com MA	$298.89
03/11	03/12	2401134607110003116727 9	SP XTOOL STORE XTOOL.COM CA	$7,915.77

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
03/12	03/13	2416407607110544125947 3	Staples Inc staples.com MA	$493.98
03/13	03/16	2402762607206766049182 3	PAYPAL * ZOHODISTRIB 877-834-4428 CA	$1,539.00
03/18	03/19	2469216607710112899222 5	AMAZON MKTPL*BD9QX3MI1 Amzn.com/billWA	$85.98
03/23	03/24	2401134608210014558369 9	SP XTOOL STORE XTOOL.COM CA	$557.54
03/25	03/25	2411641608474428009587 9	MONOPRICE, INC. 877-271-2592 CA	$166.03

DEB KIRSCHENHEITER

XXXX-XXXX-XXXX-	Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $1,000.00	$30.00	$0.00	$30.00

03/11	03/12	2469216607010478458737 7	NDRIN-ND LAND RECORDS 701-364-1280 ND	$30.00

IAN ANGUIANO

XXXX-XXXX-XXXX-	Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $5,000.00	$144.00	$0.00	$144.00

03/19	03/20	2479338607800354039206 0	GRAMMARLY CO* 8tbbx5u 571-9404720 CA	$144.00

BRANDI AARON

XXXX-XXXX-XXXX-	Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $1,000.00	$18.45	$0.00	$18.45

03/24	03/25	2413746608460022017317 8	USPS.COM CLICKNSHIP 800-344-7779 DC	$18.45

SYLVIA MILLER

XXXX-XXXX-XXXX	Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $1,500.00	$553.98	$0.00	$553.98

03/11	03/12	2401134607010014485104 2	COLUMN PUBLIC NOTICE COLUMN.US DC	$45.60
03/12	03/13	2401134607210002572627 9	COLUMN PUBLIC NOTICE COLUMN.US DC	$91.20
03/13	03/16	2401134607310004609207 2	COLUMN PUBLIC NOTICE COLUMN.US DC	$216.60
03/16	03/17	2469216607510940824178 5	AMAZON MKTPL*B50QF4AS2 Amzn.com/billWA	$44.26
03/17	03/19	2480197607768453424394 5	STARK COUNTY DICKINSON ND	$60.00
03/17	03/19	2480197607768452297430 3	MUNICIPAY(M3)*SERVICE FE PORTLAND ME	$3.00
03/18	03/19	2469216607710122717705 8	NDRIN-ND LAND RECORDS 701-364-1280 ND	$30.00
03/23	03/24	2449216608310000125282 6	OPENAI *CHATGPT SUBSCR OPENAI.COM CA	$20.00
03/24	03/25	2401134608310014223303 2	COLUMN PUBLIC NOTICE COLUMN.US DC	$43.32

JEREMY MOSER

XXXX-XXXX-XXXX-	Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $500.00	$32.12	$0.00	$32.12

03/24	03/25	2444500608440022699173 6	WM SUPERCENTER #1567 DICKINSON ND	$32.12

FIRE DEPARTMENT EMS

XXXX-XXXX-XXXX-	Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $20,000.00	$856.03	$66.26	$789.77

03/13	03/16	2405523607367924437079 4	RUNNINGS OF DICKINSON DICKINSON ND	$3.59
03/13	03/16	2405523607367924437097 6	RUNNINGS OF DICKINSON DICKINSON ND	$2.79
03/13	03/16	2469216607210612385828 4	NATIONAL REGISTRY EMT 614-888-4484 OH	$25.00
03/13	03/13	2411641607271615782036 9	BADGEANDWALLET.COM 914-236-1260 NY	$183.95
03/13	03/16	2469216607210612386711 1	NATIONAL REGISTRY EMT 614-888-4484 OH	$25.00
03/17	03/18	2411641607671201031921 6	BADGEANDWALLET.COM 914-236-1260 NY	$96.95
03/18	03/19	2469216607710070368850 5	NATIONAL REGISTRY EMT 614-888-4484 OH	$25.00
03/19	03/20	2411641607871636648816 8	BADGEANDWALLET.COM 914-236-1260 NY	$59.95
03/23	03/25	2475542608316083656302 9	SLEEP INN DEVILS LAKE ND CHECK IN DATE: 03-22-26 CONFIRMATION #: 0880271009	$119.64
03/23	03/25	2475542608316083656304 5	SLEEP INN DEVILS LAKE ND CHECK IN DATE: 03-22-26 CONFIRMATION #: 0880271401	$119.64
03/23	03/24	2469216608310601337508 1	CIRCLEK#2746189 DEVILS LAKE ND	$42.92
03/23	03/24	2400097608246690016541 1	THE UPS STORE 4954 209-7775558 ND	$66.26
03/24	03/25	7400097608347160036803 8	THE UPS STORE 4954 209-7775558 ND	$66.26 CR
03/24	03/25	2400097608347160036797 7	THE UPS STORE 4954 209-7775558 ND	$65.91
03/24	03/25	2400097608347160036809 0	THE UPS STORE 4954 209-7775558 ND	$19.43

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
BRANDON STOCKIE				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$26.78 / $0.00 / $26.78	
03/18	03/19	2480197607868499925317 2	BOSCH LUMBER COMPANY DICKINSON ND	$26.78
ROBERT FUHRMAN				
XXXX-XXXX-XXXX-[illegible]			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $5,000.00			$46.89 / $0.00 / $46.89	
03/13	03/16	24226386073021470261461	WAL-MART #1567 DICKINSON ND	$13.06
03/24	03/25	24692166083106637261501	AMAZON MKTPL*BD7QR8Y80 Amzn.com/billWA	$33.83
MUSEUM				
XXXX-XXXX-XXXX-[illegible]			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $8,000.00			$3,576.80 / $0.00 / $3,576.80	
02/26	03/20	24755426078270787093673	AURORA WORLD 562-2051222 CA	$1,575.17
03/12	03/13	24000776071100032820430	SHIPPO.COM GOSHIPPO.COM CA	$13.55
03/19	03/20	24793386078000431828210	TEDCO Toys Faire 800-2088926 CA	$367.43
03/19	03/19	24793386077000739616219	Outset Games and Faire 800-2088926 CA	$242.65
03/20	03/20	24793386079000609132212	ZAD Faire 800-2088926 CA	$248.97
03/20	03/23	24793386079000412305211	Baizaar Faire 800-2088926 CA	$394.79
03/20	03/23	24755426080160800467341	SOURCEBOOKS 630-9613900 IL	$465.44
03/20	03/20	24793386079000606049211	Toysmith Faire 800-2088926 CA	$268.80
JOSHUA SKLUZACEK				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $3,000.00			$393.01 / $0.00 / $393.01	
03/11	03/13	24000976071403209434704	RADISSON HOTEL BISMARC BISMARCK ND CHECK IN DATE: 03-10-26 CONFIRMATION #: 0000002898	$113.50
03/11	03/13	24000976071403209434795	RADISSON HOTEL BISMARC BISMARCK ND CHECK IN DATE: 03-10-26 CONFIRMATION #: 0000002947	$113.50
03/11	03/13	24000976071403209434811	RADISSON HOTEL BISMARC BISMARCK ND CHECK IN DATE: 03-10-26 CONFIRMATION #: 0000002948	$113.50
03/11	03/13	24493986071200611097548	BIS PARKING AUTHORITY 2 7012238568 ND	$8.00
03/12	03/12	24011346071100044885750	NOODLES&CO. 121-22600895 ND	$44.51
EMS 4				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$127.47 / $0.00 / $127.47	
03/16	03/18	24316056076683013486496	SHELL OIL12502810018 MANDAN ND	$127.47
RITA BINSTOCK				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $4,000.00			$2,061.44 / $0.00 / $2,061.44	
03/19	03/20	24011346078100151279279	COLUMN PUBLIC NOTICE COLUMN.US DC	$68.40
03/19	03/20	24011346078100154017577	COLUMN PUBLIC NOTICE COLUMN.US DC	$1,428.04
03/20	03/23	24036296079744518566493	EB *2026 GOSCMA ANNUAL 801-413-7200 CA	$175.00
03/24	03/25	24692166083106837748497	EXXON WEST DAKOTA OIL DICKINSON ND	$360.00
03/24	03/25	24692166083106837748539	EXXON WEST DAKOTA OIL DICKINSON ND	$30.00
CHAD TORMASCHY				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $10,000.00			$190.09 / $0.00 / $190.09	
03/11	03/12	24204296070002750742222	eBay O*10-14351-02311 800-4563229 CA	$98.27
03/11	03/12	24204296070002751262220	eBay O*05-14358-88996 800-4563229 CA	$58.22
03/18	03/19	24204296077001427353069	eBay O*07-14386-39358 800-4563229 CA	$24.02
03/20	03/23	24692166079102797440890	AMAZON MKTPL*B58E30IJ2 Amzn.com/billWA	$9.58
MOTOR VEHICLE DEPARTMENT				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,000.00			$25.65 / $8.95 / $16.70	
03/14	03/16	74137466073200344150810	USPS.COM CLICKNSHIP 800-3447779 DC	$8.95 C

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description		Amount
03/23	03/24	24137466082200266256557	USPS.COM CLICKNSHIP	800-344-7779 DC	$25.65
JACOB WALDO					
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $10,000.00			$27.00	$0.00	$27.00
03/18	03/19	24492166077100052860152	WWW.APWA.NET	WWW.APWA.NET MO	$27.00

Finance Charge Summary

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

Type of Balance	Average Daily Balance	Daily Periodic Rate	Corresponding Annual Percentage Rate	Periodic Finance Charge
PURCHASES	$0.00	0.0000%	0.00%	$0.00
CASH ADVANCES	$0.00	0.0320%	11.65%	$0.00

Please approve the following MANUAL checks on 4/07/2026

Check #	Vendor Name	Amount	
CK#134281	MONTANA DAKOTA UTILITY	$ 5,030.77	MONTHLY BILLINGS
CK#134282	ROUGHRIDER ELECTRIC COOP	$ 30,207.15	MONTHLY BILLINGS
CK#134283	VERIZON WIRELESS	$ 7,221.74	MONTHLY BILLINGS
CK#134284	FLORIDA STATE DISBURSEMENT	$ 161.54	GARNISHMENT/CHILD SUPPORT
CK#134285	JOB SERVICE NORTH DAKOTA	$ 500.02	GARNISHMENT
CK#134286	MONTANA CSSD SDU	$ 767.99	GARNISHMENT/CHILD SUPPORT
CK#134287	MONTANA DAKOTA UTILITY	$ 85,761.35	MONTHLY BILLINGS
CK#134288	CITY OF FARGO	$ 600.00	TRAINING 40 HR SWAT
CK#134289	STANDARD INSURANCE CO/VISION	$ 2,079.32	APRIL VISION PREMIUM
CK#134290	STANDARD INSURANCE CO/LIFE	$ 6,209.05	APRIL LIFE PREMIUM
CK#134291	UHS PREMIUM	$ 7,109.17	APRIL DENTAL
CK#134457	CENTRAL DAKOTA FORENSIC NUR	$ 7,532.69	SANE GRANT SFR #6/FEB 2026
CB04012026	COMMERCE BANK CREDIT CARDS	$ 27,726.08	BI-MONTHLY CREDIT CARD STATEMENTS

Child Abuse Prevention Month

WHEREAS, *children are vital to our city's future success, prosperity and quality of life as well as being our most vulnerable assets.*

WHEREAS, *all children deserve to have safe, stable, nurturing homes and communities they need to foster their healthy growth and development;*

WHEREAS, *child abuse and neglect is a community responsibility affecting both the current and future quality of life in a community;*

WHEREAS, *communities that provide parents with social support, knowledge of parenting and child development and concrete resources they need to cope with stress and nurture their children ensure all children grow to their full potential;*

WHEREAS, *effective child abuse prevention strategies succeed because of partnerships created among citizens human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community;*

THEREFORE, *I do hereby proclaim* ***April*** *as* ***Child Abuse Prevention Month*** *and call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and business to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the community in which we live.*

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

CITY OF Dickinson North Dakota

_____
City Commission Vice President

_____
Attest: City Administrator

Date: _April 15, 2025_____

Vehicles

Department	Unit #	Year	Make	Model	Hours	Mileage	VIN	Comments	Contact	Phone
Street	S061	1985	Ford	LT8000	1,740	298,484	1FDYU80U0FVA20040	Age	Jake Waldo	701-504-9985
Water Utilities	W21	1983	Volvo	Autocar	9,222	169,372	1WBMACJDXDN056345	Rusty box & frame		
Buildings & Codes	I6	2017	Ford	Escape	NA	76,645	1FMCU9GD9HUE76200	Bad motor		

RESOLUTION NO. _____ – 2026

A RESOLUTION DECLARING SURPLUS CITY PROPERTY

WHEREAS, the City of Dickinson desires to dispose of certain surplus city property that is no longer used by City personnel or necessary for City services; and

WHEREAS, Dickinson City Code §2-445 provides that property estimated to have a value of greater than $2,500 may sold by public auction sale upon a resolution passed by a majority of governing body; and

WHEREAS, the City hereby desires to dispose of this surplus property as permitted by City Code;

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Dickinson that the following listed property is hereby declared surplus and may be sold as provided in Dickinson City Code §2-445:

All property on the attached list identified as Exhibit A.

Any property listed herein that fails to sell by private sale or public sale may be donated, disposed of, or destroyed as deemed best by the Dickinson City Administrator.

Dated this _____ day of April 2026.

_____
Scott Decker, President
Board of City Commissioners

ATTEST:

_____
Dustin Dassinger
Dickinson City Administrator

CITY OF Dickinson North Dakota | Public Works

7 April, 2026

RE: 35 Acre Land Lease

Attached is a lease agreement between the City of Dickinson and Brusseau Farms to lease a portion of property within the following description for grazing purposes:

A tract of land consisting of the NE Quarter of the SE Quarter (NE¼SE¼) of Section 12, T139, R96W, together with the NW Quarter of the SW Quarter (NW¼SW¼) of Section 7, T139N, R95W Stark County, ND.

Mr. Brusseau submitted a proposal in response to an RFP published by Public Works staff. Within the proposal, 2 bids were offered; a 3-year option and a 5-year option. After review of the documents, it is the recommendation of Public Works staff to utilize the 5-year option. The annual rent for this property will be $30 per acre ($1050 total) for the 2026 calendar year and increase by $2 per acre each succeeding year until 2030 when it maxes out at $38 per acre ($1330 total).

The proposal has been included in your packets for your reference and the lease document has been reviewed by the City Attorney, Public Works staff recommends approval and signing of the 5-year lease document.

Thank you,

Jake Waldo
Interim Public Works Director

Chad and Carol Brusseau, Brusseau Farms
10790 39th St SW
Dickinson, ND 58601

3-17-26

Mr. Waldo
Interim Public Works Director
City of Dickinson Public Works
3411 Public Works Blvd.
Dickinson, ND 58601

Dear Mr. Waldo
Interim Public Works Director
City of Dickinson Public Works :

Mr. Waldo and the City of Dickinson Public Works Department. Please find enclosed my Proposal for Pasture Lease Bid. If you have any questions, please call me at 7014-290-3458 or email at chad.brusseau@corteva.com.

Sincerely,

Carol Brusseau

Chad and Carol Brusseau, Brusseau Farms

Enclosure included

"PROPOSAL FOR PASTURE LEASE" 35 ACRES NORTH OF CELL #4

Submitted by Chad and Carol Brusseau, Brusseau Farms, Dickinson, ND

OVERVIEW

The "Proposal for Pasture Lease" is being respectfully submitted to the City of Dickinson Public Works Department by Chad and Carol Brusseau for the continued pasture stewardship utilizing animal and grazing husbandry while introducing Regenerative Grazing, the latest grazing technology in grazing management. Also acknowledging the need for better noxious weed control to prevent the spread of noxious weeds on city property or adjacent private land showing that the City of Dickinson is a responsible landowner and neighbor.

The Objective

- Objective #1: Introduce Regenerative Grazing, which is the latest in grazing technology where you manage short periods of grazing with longer recovery periods to allow for better grass regrowth and increased soil health.
- Objective #2: I will be renting the surrounding pastures from Larry Schnell and we will be completing a Range Land Assessment with the Stark County NRCS office and local range specialist Dennis Froemke. If awarded this lease, I will be including this parcel into the evaluation and can provide that information to the city as a long-term grazing plan at no cost to the city.
- Objective #3: Since I will be renting the surrounding pastures, I will be pumping water from the river to a portable water tank, for temporary water supply to the cattle.
- Objective #4: Proper agronomic practices will be utilized for accurate timing of noxious weed control to reduce weed stands and to be a good neighbor to the surrounding landowner.
- Objective #5. I will be updating the fences surrounding the pasture at my expense.

The Opportunity

- Opportunity #1: Enhance the current pasture with a plan for better weed control and pasture assessment that will include grass inventories and better weed control plan for short and long-term management success.
- Opportunity #2: Continue the working relationship that Brusseau Farms has had with the City of Dickinson Public Works Department. Brusseau Farms has been successfully working with the City of Dickinson since 2010 with irrigation out of cells 1,2 and Cell 3 and in the last 7 years successfully converting cells 1 and 2 from irrigation to farm ground.

---Internal Use---

BRUSSEAU FARMS PROPOSALS FOR PASTURE LEASE

1. I am submitting 2 bid proposals.
    a. The first being a 3-year contract with payments of $30/acre for three years with annual payments made by May 15th each year. Grazing contract would be from May of 2026 through September of 2028.
    b. My second proposal is for 5 years with the rent going up $2/year annually, starting at $30 and finishing on year 5 at $40/acre with annual payments made by May 15th each year. Grazing contract would be from May of 2026 through September of 2030.
2. Brusseau Farms will provide effective seasonal long weed control annually.
3. Brusseau Farms will maintain and repair fences annually.
4. Brusseau Farms will work with the Stark County NRCS and Dennis Froemke, to establish a long-term grazing plan and appropriate stocking rates and rotational grazing timelines, which will benefit the City of Dickinson long term.

Rationale

- Historically the city has awarded land bid proposals for 3 years, my first bid listed above is for 3 years, but I would ask the City of Dickinson to consider my second bid proposal for 5 years for the following reasons:
    - I am introducing not just a grazing plan, but a Regenerative Grazing Plan that improves pasture quality and soil health.
    - Regenerative Grazing is the latest agricultural practice promoted by the USDA and this overall pasture plan would be the first in Stark County and would be positively promoted by the Stark County NRCS and would be used in educational promotions that would highlight the City of Dickinson as a trend setter in the latest Grazing Systems approach.
    - The amount of leafy spurge that needs to be controlled is going to require a multiple year plan to succeed.
    - I have a 5-year lease on the pastures surrounding this pasture and have access to the pasture without traveling along the Cell #4 road.
- If awarded the right to steward the 35 acres of pasture, I intend to begin weed control this spring followed by in season spot spraying and annual spot treating to significantly reduce the leafy spurge population. This would include chemical weed control, mowing and timely grazing.
- The goal is to graze the pasture at the appropriate stocking rates twice a year for 12-19 days per grazing period and let it recover the remainder of the year preventing overgrazing.

---Internal Use---

Technical/Project Approach

1. Stark County NRCS and Range Specialist Dennis Froemke will be completing a Pasture Inventory Assessment and Grazing Plan.
2. Chemical applications will be done by licensed and insured applicators, whether commercially applied or applied by myself, a certified private applicator in the state of ND.
3. Soil classification will be done by the Stark/Billings County USDA NRCS office.
4. All the above costs will be the responsibility of Chad Brusseau, if awarded the stewardship of the 35 acres of pasture, which is an estimated $8-$12/acre annually value at no cost to the City of Dickinson.

QUALIFACTIONS

1. Chad Brusseau has over 38 years of experience involving cropland and noxious weed control recommendations, having worked for the crop protection industry with Elanco, Dow AgroSciences and currently Corteva Agrisciences, allowing him access to industry leading solutions for effective weed control.
2. Chad Brusseau grew up just 1 mile south of this pasture and returned home to farm in 2007 and has been recognized at both the County and State levels for responsible farming practices and soil stewardship practices by the USDA NRCS.
3. Brusseau Farms currently farms 1100 acres in Stark County, working with 5 landlords. Two of which have 220 acre surrounding lagoon Cells #1 and #2 and the pasture surrounding the 35 acres of pasture in this proposal. Renting the surrounding pastures allows for access without going around the road of Cell #4.
4. Brusseau Farms base operation is located just 1 mile south of the proposed 35 acre pasture that allows for daily visits and quick response time.

Brusseau Farms would like to thank the City of Dickinson Public Works Department for consideration in regard to the stewardship and pasture improvement in the Proposal for Pasture Lease Bid of 35 acres. If you have any questions regarding this bid proposal, please reach out to me at 701-290-3458.

Thank you for your consideration,

Carol Brusseau

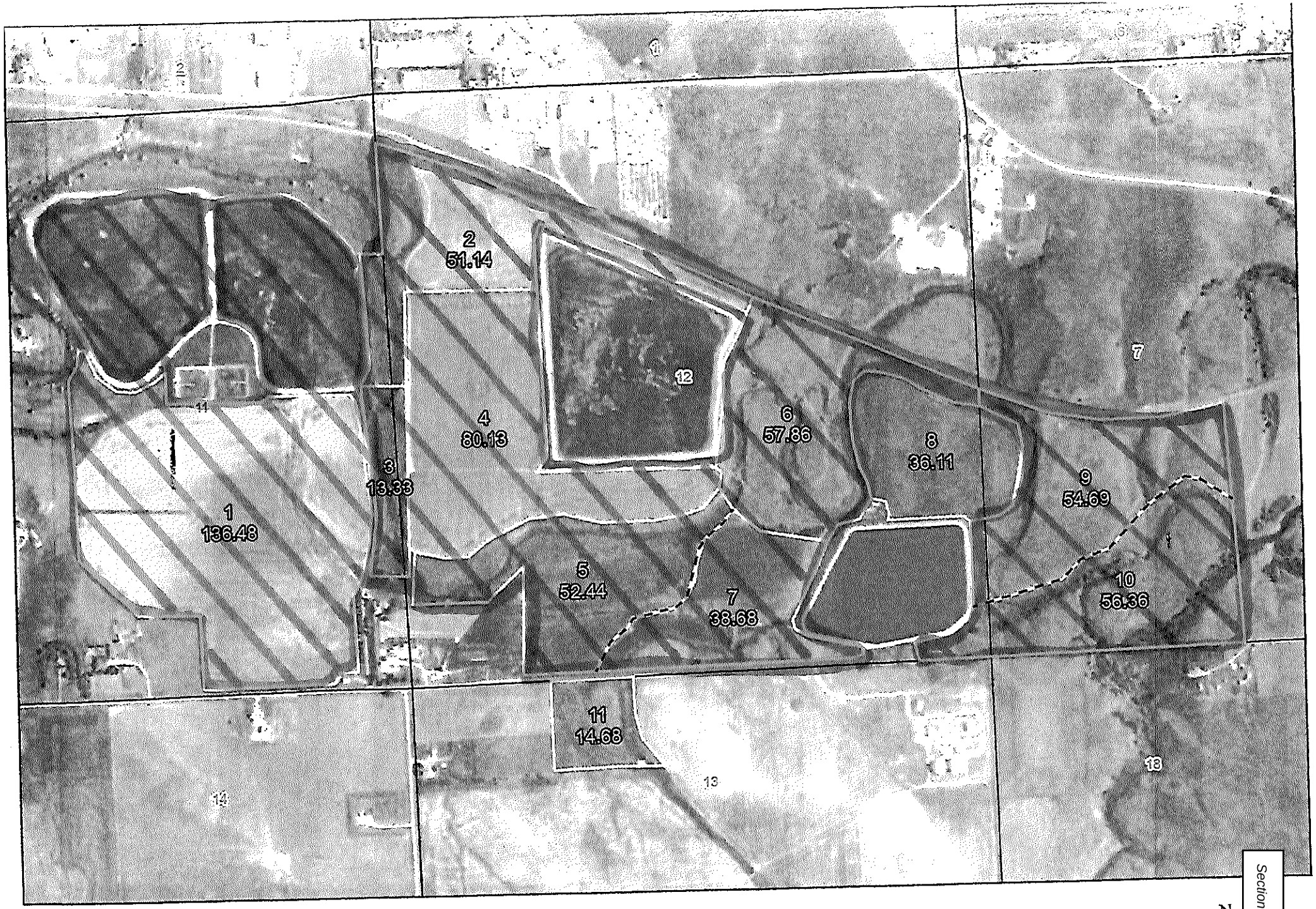
Chad and Carol Brusseau

Brusseau Farms

Date Submitted 3-17-26

10790 39th St SW, Dickinson, ND 58601 701-290-3458 chad.brusseau@corteva.com

---Internal Use---



Brusseau Prescribed Grazing Plan Map

12-139-96

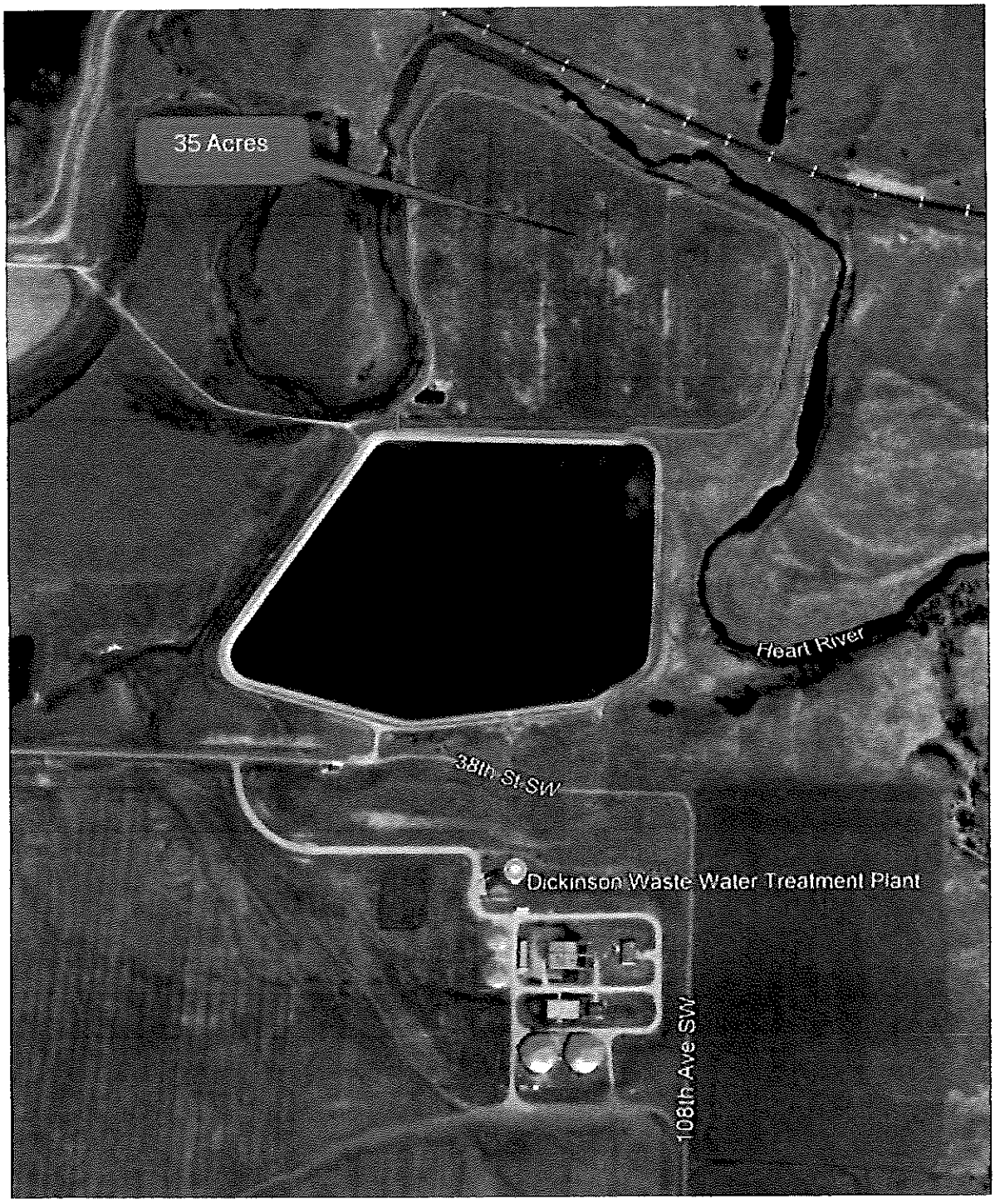
Currently resting for the next 5 yrs

500 1,000 Feet

N

CITY OF Dickinson North Dakota | PUBLIC WORKS

Appendix A



CITY OF DICKINSON
PASTURE LEASE

THIS AGREEMENT is made and entered into on the date stated herein, by and between the Landlord and Tenant, as stated herein.

Date: _____

Landlord: City of Dickinson
38 1st St W
Dickinson, ND 58601

Tenant: Brusseau Farms
10790 39 Street SW
Dickinson, ND 58601

Property Legal Description:
A tract of land consisting of the NE Quarter of the SE Quarter (NE¼SE¼) of Section 12, T139, R96W, together with the NW Quarter of the SW Quarter (NW¼SW¼) of Section 7, T139N, R95W Stark County, ND.

Number of Acres: 35

Annual rent: $30.00 per acre Total Annual Rent: $1,050.00

Rental Term From: April 15th, 2026 To: April 14th, 2029

1. **Real Property Lease.** For and in consideration of the rents and covenants herein provided kept and performed by Tenant, Landlord does hereby lease to Tenant the above stated real property (hereinafter, the "Leased Premises"), for pasture and grazing purposes.

2. **Rental Term.** The term of this Lease shall be for the Rental Term stated herein, unless terminated earlier pursuant to the provisions of this Agreement. Tenant will, at the termination of this Lease, peacefully surrender possession of the Leased Premises to Landlord, and shall immediately and upon demand remove any and all livestock and other personal property owned by Tenant.

3. **Rental Amount.** Tenant hereby agrees to pay as rent for use of the Leased Premises the sum stated herein. Such payment shall be due on or before every April 14th of the Rental Term.

4. **Weed Control.** Tenant shall be responsible for weed control within the site outlined in Exhibit A.

5. **Access to Leased Premises.** Access to the Leased Premises is restricted and difficult. Herding of cattle through Cell 4 lagoons is prohibited.

6. **Permitted Uses.** The Leased Premises shall be used by Tenant only for purposes of grazing, and for no other purpose. Use for an unauthorized purpose shall be considered a material breach of this Lease.

7. **Fencing.** Tenant shall be responsible for any and all fencing on the Leased Premises for the purpose of securing permitted livestock.

8. **Water Supply**. Tenant acknowledges and agrees that Landlord is not responsible for providing, maintaining, or guaranteeing any water supply for the Leased Premises. Tenant shall be solely responsible for securing adequate water for the livestock and any other uses during the term of this Lease.

9. **Government Payments.** All government payments that may be allocated to the Leased Premises during the term of the Lease, whether for participation in any agricultural program or by way of relief from crop failure or disaster, or otherwise, shall go to Tenant.

10. **Inspection.** Landlord shall have the right to enter the Leased Premises for the purpose of inspecting the same or taking samples at any time, so long as the same shall not unreasonably interfere with the use of the Leased Premises by Tenant.

11. **Hold Harmless Provision.** Tenant agrees to indemnify and hold Landlord harmless from any and all claims, liabilities, losses, damages or expenses resulting from Tenant's occupation and use of the Leased Premises, specifically including, without limitation, any claim, liability, loss, damage, or expense arising from: (a) by reason of the injury to person or property, from whatever cause, while in or on the Leased Premises, or in any way connected with the Leased Premises or personal property in or on the Leased Premises, including any liability or any injury to the person or personal property of Tenant, his agents, officers, or employees; (b) by reason of any work performed on the Leased Premises or materials furnished to the Leased Premises at the insistence of Tenant, his agents, officers, or employees; (c) by reason of Tenant's failure to perform any provision of this Lease or to comply with any requirement imposed upon Tenant, or imposed upon the Leased Premises, by any duly authorized governmental agency or political subdivision; (d) because of Tenant's failure or inability to pay as such shall become due any obligations incurred by Tenant in the agricultural or any other operations to be conducted by Tenant on the Leased Premises.

12. **Mineral Development.** Landlord reserves all mineral rights it may have upon the Leased Premises, as well as the right of ingress and egress for the purpose of exploring for, mining and removing oil, gas, coal, gravel, or other minerals lying in, on, or under the Leased Premises, or to the lease said rights to any person and grant the right of ingress and egress therein. Landlord shall further have the right to permit the location of such machinery and equipment as may be necessary for mineral exploration or development.

13. **Seismic Damages.** All oil and gas exploration or seismographic payments received with respect to the Leased Premises for crop damages received shall go to Tenant.

14. **Landlord's Lien**. Landlord hereby reserves, and Tenant hereby grants to the Landlord, a lien upon all livestock raised on the Leased Premises in order to secure the timely performance of all covenants and agreements herein contained.

15. **Liens against Tenant**. Tenant shall not permit any lien to attach to the livestock kept on the Leased Premises, the Leased Premises itself, or any improvements thereon.

16. **Assignment and Subletting.** This Lease may not be assigned, nor any portion of the Leased Premises be sublet, without the prior written authorization and consent of Landlord. Landlord may sell or assign the Leased Premises freely, subject only to the terms of this Lease.

17. **Default.** Tenant's failure to fulfill any condition or term of this Lease, or to pay the rent when due, shall be a material default. Upon such material default, Landlord shall be entitled to reenter and take possession of the Leased Premises, without the same working any forfeiture of the rents to be paid hereunder or a waiver of any of the covenants, terms, or conditions of this Lease to be performed by Tenant, nor working any forfeiture of any other remedies available to Landlord under law. In the event of such default, Tenant agrees to peaceably surrender his possession of the Leased Premises immediately and upon demand. A waiver by Landlord of any default or breach hereunder on the part of Tenant shall not be construed to be a continuing waiver of such default or breach, nor a waiver in a manner of a default of breach subsequently occurring.

18. **Termination for Municipal Purposes.** Landlord reserves the right to cancel, terminate, or modify this Lease at any time during the term hereof, if in the judgement of the Board of City Commissioners of the City of Dickinson, the Leased Premises, or a portion thereof, are needed or required for municipal or other public purposes. Landlord shall reimburse Tenant for damages or loss to crops due to termination of part or all of the Lease pursuant to this paragraph.

19. **Binding Effect.** This Lease shall be binding on, and shall inure to the benefit of, the parties hereto and their respective administrators, representatives, successors, and assigns.

20. **Governing Law.** This Lease shall be governed by the North Dakota law and any question arising hereunder shall be construed or determined according to such law.

21. **Entire Agreement.** This Lease 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 Lease. This Lease 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 Lease, but rather this Lease may be amended only by an agreement in writing signed by the parties.

22. **Time is of the Essence.** Time is of the essence with respect to the performance of any and all provisions of this Lease.

(signatures begin on next page)

IN WITNESS WHEREOF, the Landlord and Tenant have respectively executed this Lease as of the day and year first above written.

LANDLORD
City of Dickinson, a North Dakota municipal corporation

By: _____
Scott Decker, President
Board of City Commissioners

ATTEST:

By: _____
Dustin Dassinger, City Administrator

STATE OF NORTH DAKOTA)
)ss
COUNTY OF STARK)

On this _____day of _____, 2026, before me personally appeared **Scott Decker** and **Dustin Dassinger**, known to me to be, respectively, the President of the Board of City Commissioners and the City Administrator for 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

TENANT

By: _____
Brusseau Farms (Chad Brusseau)

STATE OF NORTH DAKOTA)
)ss
COUNTY OF STARK)

On this _____day of _____, 2026, before me personally appeared Chad Brusseau known to me to be the person that is described herein and who executed the within and foregoing instrument and acknowledged to me that he executed the same.

_____
Notary Public

Exhibit A
Tract 1, 35 Acres



CITY OF DICKINSON
PASTURE LEASE

THIS AGREEMENT is made and entered into on the date stated herein, by and between the Landlord and Tenant, as stated herein.

Date: _____

Landlord: City of Dickinson
38 1st St W
Dickinson, ND 58601

Tenant: Brusseau Farms
10790 39 Street SW
Dickinson, ND 58601

Property Legal Description:
A tract of land consisting of the NE Quarter of the SE Quarter (NE¼SE¼) of Section 12, T139, R96W, together with the NW Quarter of the SW Quarter (NW¼SW¼) of Section 7, T139N, R95W Stark County, ND.

Said portion contains approximately 35 acres.

Rent Year	Annual Rent per Acre	Number of Acres	Total Annual Rent
2026	$30	35	$1,050
2027	$32	35	$1,120
2028	$34	35	$1,190
2029	$36	35	$1,260
2030	$38	35	$1,330
Grand Total			$5,950

Rental Term From: April 15th, 2026 To: April 14th, 2031

1. **Real Property Lease.** For and in consideration of the rents and covenants herein provided kept and performed by Tenant, Landlord does hereby lease to Tenant the above stated real property (hereinafter, the "Leased Premises"), for pasture and grazing purposes.

2. **Rental Term.** The term of this Lease shall be for the Rental Term stated herein, unless terminated earlier pursuant to the provisions of this Agreement. Tenant will, at the termination of this Lease, peacefully surrender possession of the Leased Premises to Landlord, and shall immediately and upon demand remove any and all livestock and other personal property owned by Tenant.

3. **Rental Amount.** Tenant hereby agrees to pay as rent for use of the Leased Premises the sum stated herein. Such payment shall be due on or before every April 14th of the Rental Term.

4. **Weed Control.** Tenant shall be responsible for weed control within the site outlined in Exhibit A.

5. **Access to Leased Premises.** Access to the Leased Premises is restricted and difficult. Herding of cattle through Cell 4 lagoons is prohibited.

6. **Permitted Uses.** The Leased Premises shall be used by Tenant only for purposes of grazing, and for no other purpose. Use for an unauthorized purpose shall be considered a material breach of this Lease.

7. **Fencing.** Tenant shall be responsible for any and all fencing on the Leased Premises for the purpose of securing permitted livestock.

8. **Water Supply**. Tenant acknowledges and agrees that Landlord is not responsible for providing, maintaining, or guaranteeing any water supply for the Leased Premises. Tenant shall be solely responsible for securing adequate water for the livestock and any other uses during the term of this Lease.

9. **Government Payments.** All government payments that may be allocated to the Leased Premises during the term of the Lease, whether for participation in any agricultural program or by way of relief from crop failure or disaster, or otherwise, shall go to Tenant.

10. **Inspection.** Landlord shall have the right to enter the Leased Premises for the purpose of inspecting the same or taking samples at any time, so long as the same shall not unreasonably interfere with the use of the Leased Premises by Tenant.

11. **Hold Harmless Provision.** Tenant agrees to indemnify and hold Landlord harmless from any and all claims, liabilities, losses, damages or expenses resulting from Tenant's occupation and use of the Leased Premises, specifically including, without limitation, any claim, liability, loss, damage, or expense arising from: (a) by reason of the injury to person or property, from whatever cause, while in or on the Leased Premises, or in any way connected with the Leased Premises or personal property in or on the Leased Premises, including any liability or any injury to the person or personal property of Tenant, his agents, officers, or employees; (b) by reason of any work performed on the Leased Premises or materials furnished to the Leased Premises at the insistence of Tenant, his agents, officers, or employees; (c) by reason of Tenant's failure to perform any provision of this Lease or to comply with any requirement imposed upon Tenant, or imposed upon the Leased Premises, by any duly authorized governmental agency or political subdivision; (d) because of Tenant's failure or inability to pay as such shall become due any obligations incurred by Tenant in the agricultural or any other operations to be conducted by Tenant on the Leased Premises.

12. **Mineral Development.** Landlord reserves all mineral rights it may have upon the Leased Premises, as well as the right of ingress and egress for the purpose of exploring for, mining and removing oil, gas, coal, gravel, or other minerals lying in, on, or under the Leased Premises, or to the lease said rights to any person and grant the right of ingress and egress therein. Landlord

shall further have the right to permit the location of such machinery and equipment as may be necessary for mineral exploration or development.

13. **Seismic Damages.** All oil and gas exploration or seismographic payments received with respect to the Leased Premises for crop damages received shall go to Tenant.

14. **Landlord's Lien**. Landlord hereby reserves, and Tenant hereby grants to the Landlord, a lien upon all livestock raised on the Leased Premises in order to secure the timely performance of all covenants and agreements herein contained.

15. **Liens against Tenant**. Tenant shall not permit any lien to attach to the livestock kept on the Leased Premises, the Leased Premises itself, or any improvements thereon.

16. **Assignment and Subletting.** This Lease may not be assigned, nor any portion of the Leased Premises be sublet, without the prior written authorization and consent of Landlord. Landlord may sell or assign the Leased Premises freely, subject only to the terms of this Lease.

17. **Default.** Tenant's failure to fulfill any condition or term of this Lease, or to pay the rent when due, shall be a material default. Upon such material default, Landlord shall be entitled to reenter and take possession of the Leased Premises, without the same working any forfeiture of the rents to be paid hereunder or a waiver of any of the covenants, terms, or conditions of this Lease to be performed by Tenant, nor working any forfeiture of any other remedies available to Landlord under law. In the event of such default, Tenant agrees to peaceably surrender his possession of the Leased Premises immediately and upon demand. A waiver by Landlord of any default or breach hereunder on the part of Tenant shall not be construed to be a continuing waiver of such default or breach, nor a waiver in a manner of a default of breach subsequently occurring.

18. **Termination for Municipal Purposes.** Landlord reserves the right to cancel, terminate, or modify this Lease at any time during the term hereof, if in the judgement of the Board of City Commissioners of the City of Dickinson, the Leased Premises, or a portion thereof, are needed or required for municipal or other public purposes. Landlord shall reimburse Tenant for damages or loss to crops due to termination of part or all of the Lease pursuant to this paragraph.

19. **Binding Effect.** This Lease shall be binding on, and shall inure to the benefit of, the parties hereto and their respective administrators, representatives, successors, and assigns.

20. **Governing Law.** This Lease shall be governed by the North Dakota law and any question arising hereunder shall be construed or determined according to such law.

21. **Entire Agreement.** This Lease 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 Lease. This Lease 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 Lease, but rather this Lease may be amended only by an agreement in writing signed by the parties.

22. **Time is of the Essence.** Time is of the essence with respect to the performance of any and all provisions of this Lease.

IN WITNESS WHEREOF, the Landlord and Tenant have respectively executed this Lease as of the day and year first above written.

LANDLORD
City of Dickinson, a North Dakota municipal corporation

By: _____
Scott Decker, President
Board of City Commissioners

ATTEST:

By: _____
Dustin Dassinger, City Administrator

STATE OF NORTH DAKOTA)
)ss
COUNTY OF STARK)

On this _____day of _____, 2026, before me personally appeared **Scott Decker** and **Dustin Dassinger**, known to me to be, respectively, the President of the Board of City Commissioners and the City Administrator for 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

TENANT

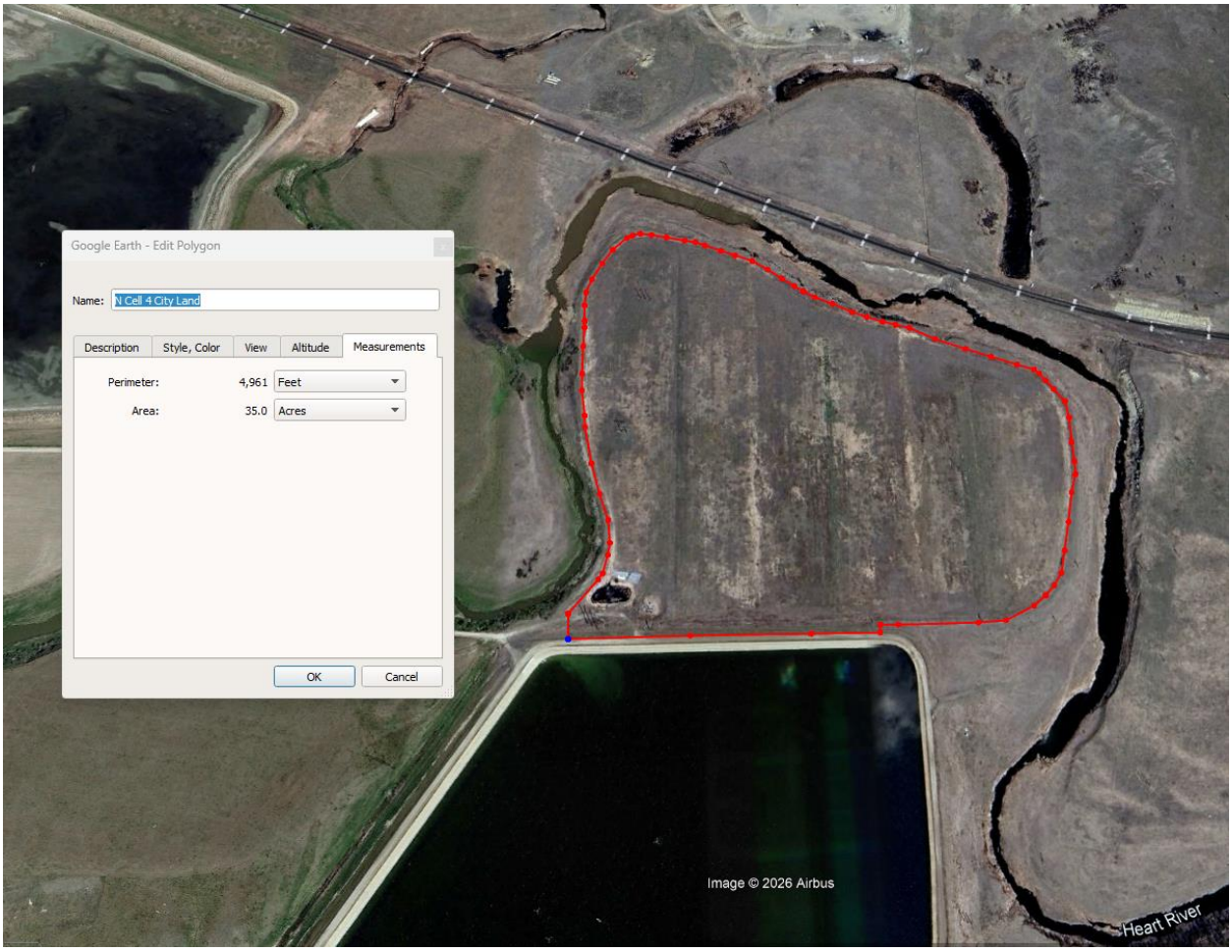
By: _____
Brusseau Farms (Chad Brusseau)

STATE OF NORTH DAKOTA)
)ss
COUNTY OF STARK)

On this _____day of _____, 2026, before me personally appeared Chad Brusseau known to me to be the person that is described herein and who executed the within and foregoing instrument and acknowledged to me that he executed the same.

_____
Notary Public

Exhibit A
Tract 1, 35 Acres



Surplus Property Declaration

Presented by: Interim Public Works Director, Jake Waldo

Consideration to Approve

CITY OF Dickinson North Dakota

35 Acre Pasture Lease

Presented by: Interim Public Works Director, Jake Waldo

Consideration to Approve

CITY OF Dickinson North Dakota

Agricultural Drone Services Bid Award

Presented by: Interim Public Works Director, Jake Waldo

Consideration to Approve

CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota | Public Works

7 April, 2026

RE: Agricultural Drone Services Bid Award

A bid opening was conducted by Public Works staff for agricultural drone spraying services on 26 March, 2026 at 3:00 pm at the Public Works Facility. 1 bid was received from Spotters Aerial Ag LLC headquartered in Killdeer.

City of Dickinson Public Works has contracted drone spraying services for the last 2 years. At the request of the Board of City Commissioners, an RFP was published for the service this year. Through the RFP period, staff fielded phone calls from 3 interested contractors.

The bid includes weed control services for all 13 requested sites covering a total of 183.09 acres of land throughout the City of Dickinson, with the largest portions coming from the landfill, the emergency inert landfill, and lagoon system.

Drone spraying has demonstrated a significant reduction in labor hours and material waste and focuses specifically on noxious weeds in areas that are not cut on a regular basis by City staff.

The total quoted rate per application is $23,958.05 for a total expenditure of $47916.10 over the calendar year, with payment being split between the divisions responsible for each tract of land sprayed.

Based on the attached proposal, Public Works Staff recommends utilization of Spotters Aerial Ag for drone spraying services this year.

Thank you,

Jake Waldo
Interim Public Works Director

Spotters Aerial Ag LLC
880 27th Ave SE
Killdeer, ND 58640
(605) 630-1044

Drone Spraying 2026

Hourly Rate for Labor and Equipment

$500 per hour per Drone

Mileage, Travel Expenses

$150 per hour per truck (4 Trucks)

Herbicide Cost with Additives

Mix 1

16oz Duracor $14.56 per acre

16oz Tordon $10.72 per acre

16oz FreeLexx (2 4D Choline) $5.60 per acre

8oz Mach 5 $4.96 per acre

Total Cost: $35.84 per acre

Mix 2 - Appendix J Area

64oz AquaNeat (Aquatic Glyphosate) $19.84

40oz Aquacap $25.20

48oz Renovate 3 Aquatictrip $41.76

8oz Mach $4.96

Total Cost: $91.76 per acre

Estimate of Time and Materials per Site

Appendix A - Landfill - 28.4 acres - 3 hours - $1,017.86

Appendix B - Emergency Landfill -22.8 acres - 2 Hours - $817.15

Appendix C - WRF Drainage - 13.8 acres - 2 hours - $494.59

Appendix D - Lagoon Cell 1 & 2 - 23.9 acres - 3 hours - $856.58

Appendix E - Lagoon Cell 3 - 11.2 acres - 2 hours - $401.41

Appendix F - Lagoon Cell 4 - 24 acres - 3 hours - $860.16

Appendix G - City Drainage - 2.22 / 3.68 acres - 2 hours - $134.11

Appendix H - Grit Chamber - .29 acres - 1 hour - $10.39

Appendix I - City Drainage - .93 / 8.14 acres - 3 hours - $325.07

Appendix J - City Drainage - 4.89 acres - 4 hours - $448.71

Appendix K - City Drainage - 18.6 / 10.9 acres - 3 hours - $1057.28

Appendix L - City Drainage - .14 / 3.64 / 1.4 acres - 3 hours - $185.65

Appendix M - City Drainage - 4.16 acres - 1 hour - $149.09

Estimate of Total cost for 2 applications 2026

Application Total: $16,000

Milage: $1,200

Chemical: Mix 1 $6,309.34 Mix 2 $448.71 (max price to be charged)

Grand Total per Application: $23,958.05 (max price to be charged)

ENERGY CENTER 6TH ADDITION
LAND SWAP DEVELOPMENT AGREEMENT



CITY OF Dickinson North Dakota

QUIT CLAIM DEED

THIS DEED, made on the _____ day of _____, 2026 between Dickinson Energy Park, LLC**,** GRANTOR, a limited liability corporation whose post office address is 555 Highway 1804 NE, Bismarck, ND 58503-6228, and the City of Dickinson, GRANTEE, being a political subdivision;

WITNESSETH, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR does hereby grant to the GRANTEE all of the following real property lying and being in the County of Stark, State of North Dakota, as more particularly described as follows:

> *Parcel C*, consisting of 0.17 acres more or less, as described by the enclosed Certificate of Survey.

SUBJECT TO easements, agreements, mineral reservations, and conveyances of record.

EXCEPTING AND RESERVING all mineral rights, in, on, or under the land described.

TO HAVE AND TO HOLD the premises herein granted unto the GRANTEE, its successors and assigns forever.

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

GRANTOR – DICKINSON ENERGY PARK, LLC

By: _____

Title: _____

Signature: _____

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 2026, before me personally appeared _____, the authorized representative of the GRANTOR described herein, known to me, and who executed the within and foregoing document and acknowledged to me that such entity executed the same.

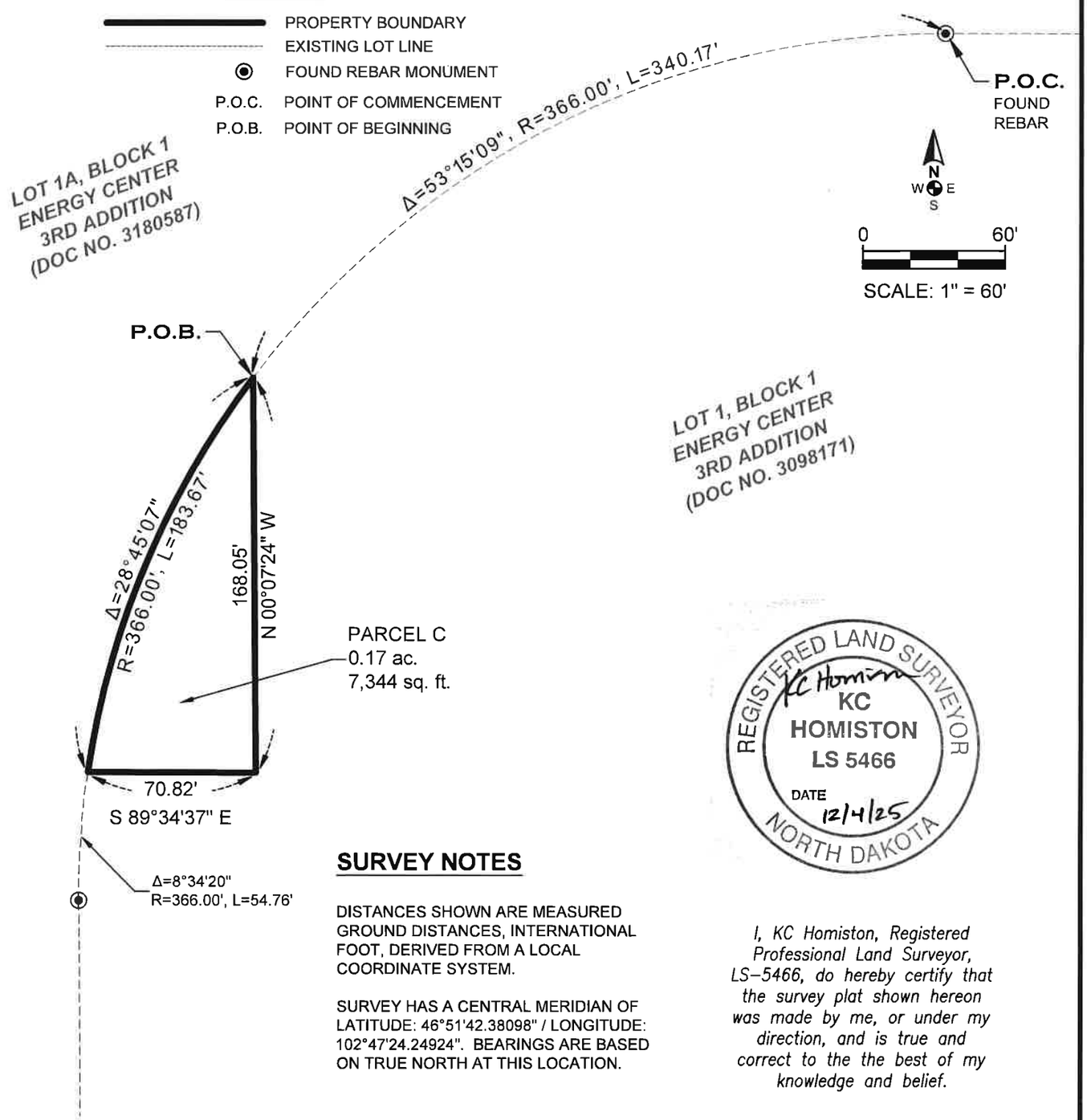
_____
Notary Public

CERTIFICATE OF SURVEY

PARCEL C, BEING A PORTION OF LOT 1, BLOCK 1, ENERGY CENTER THIRD ADDITION
CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA

LEGEND

PROPERTY BOUNDARY
EXISTING LOT LINE
FOUND REBAR MONUMENT
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING



REGISTERED LAND SURVEYOR
KC HOMISTON
LS 5466
DATE 12/4/25
NORTH DAKOTA

SURVEY NOTES

DISTANCES SHOWN ARE MEASURED GROUND DISTANCES, INTERNATIONAL FOOT, DERIVED FROM A LOCAL COORDINATE SYSTEM.

SURVEY HAS A CENTRAL MERIDIAN OF LATITUDE: 46°51'42.38098" / LONGITUDE: 102°47'24.24924". BEARINGS ARE BASED ON TRUE NORTH AT THIS LOCATION.

I, KC Homiston, Registered Professional Land Surveyor, LS-5466, do hereby certify that the survey plat shown hereon was made by me, or under my direction, and is true and correct to the the best of my knowledge and belief.

PARCEL "C" BOUNDARY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT ONE (1), BLOCK ONE (1) OF ENERGY CENTER THIRD ADDITION AS RECORDED BY STARK COUNTY DOCUMENT NUMBER 3098171 LOCATED IN THE CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND REBAR AT THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 366.00 FEET ON A NORTHERLY LINE OF SAID LOT ONE (1); THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 53°15'09" AN ARC LENGTH OF 340.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY ALONG SAID CURVE AND SAID NORTHERLY LINE THROUGH A CENTRAL ANGLE OF 28°45'07" AN ARC LENGTH OF 183.67 FEET; THENCE S 89°34'37" E, A DISTANCE OF 70.82 FEET; THENCE N 00°07'24" W, A DISTANCE OF 168.05 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.17 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES AND SURVEYS.

HIGHLANDS ENGINEERING
OFFICE: 701.483.2444
WWW.HIGHLANDSENG.COM

PROJECT NUMBER:	241279	SCALE:	1"=60'
DRAWN BY:	AWS	DATE:	12/04/25
SHEET NUMBER:	1 of 1		

H:\241279\PROJECT CAD\COS'S\241279_COS-3.DWG
LAST SAVED: 12/04/2025 8:11 AM BY

QUIT CLAIM DEED

THIS DEED, made on the _____ day of _____, 2026 between the City of Dickinson, GRANTOR, being a political subdivision, and Dickinson Energy Park, LLC**,** GRANTEE, a limited liability corporation whose post office address is 555 Highway 1804 NE, Bismarck, ND 58503-6228;

WITNESSETH, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR does hereby grant to the GRANTEE all of the following real property lying and being in the County of Stark, State of North Dakota, as more particularly described as follows:

> *Parcel B*, consisting of 0.11 acres more or less, as described by the enclosed Certificate of Survey.

SUBJECT TO easements, agreements, mineral reservations, and conveyances of record.

EXCEPTING AND RESERVING all mineral rights, in, on, or under the land described.

TO HAVE AND TO HOLD the premises herein granted unto the GRANTEE, its successors and assigns forever.

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

GRANTOR - CITY OF DICKINSON

By: Scott Decker

Title: President of the Board of City Commissioners

Signature: _____

ATTEST:

By: Dustin Dassinger

Title: City Administrator

Signature: _____

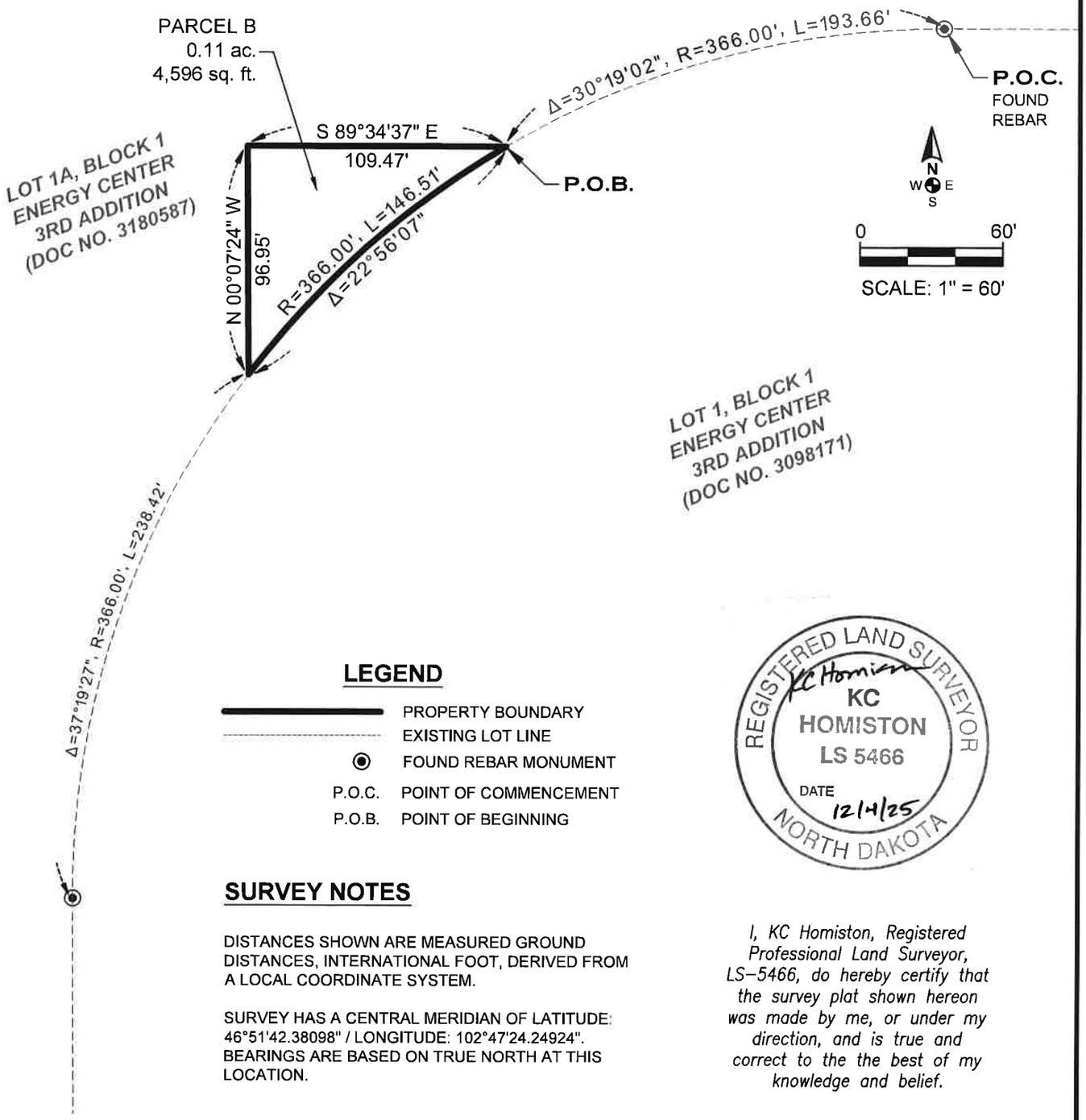
STATE OF NORTH DAKOTA)
) ss
COUNTY OF STARK)

On this _____ day of _____, 2026, before me personally appeared Scott Decker and Dustin Dassigner known to me to be, the President of the Board of City Commissioners and the City Administrator of the City of Dickinson, respectively, 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

CERTIFICATE OF SURVEY

PARCEL B, BEING A PORTION OF LOT 1A, BLOCK 1, ENERGY CENTER THIRD ADDITION
CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA



LEGEND

	PROPERTY BOUNDARY
	EXISTING LOT LINE
◉	FOUND REBAR MONUMENT
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

REGISTERED LAND SURVEYOR
KC HOMISTON
LS 5466
DATE 12/4/25
NORTH DAKOTA

SURVEY NOTES

DISTANCES SHOWN ARE MEASURED GROUND DISTANCES, INTERNATIONAL FOOT, DERIVED FROM A LOCAL COORDINATE SYSTEM.

SURVEY HAS A CENTRAL MERIDIAN OF LATITUDE: 46°51'42.38098" / LONGITUDE: 102°47'24.24924". BEARINGS ARE BASED ON TRUE NORTH AT THIS LOCATION.

I, KC Homiston, Registered Professional Land Surveyor, LS–5466, do hereby certify that the survey plat shown hereon was made by me, or under my direction, and is true and correct to the the best of my knowledge and belief.

PARCEL "B" BOUNDARY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT ONE 'A' (1A), BLOCK ONE (1) OF ENERGY CENTER THIRD ADDITION AS RECORDED BY STARK COUNTY DOCUMENT NUMBER 3180587 LOCATED IN THE CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND REBAR AT THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 366.00 FEET ON A SOUTHERLY LINE OF SAID LOT ONE 'A' (1A); THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID SOUTHERLY LINE THROUGH A CENTRAL ANGLE OF 30°19'02" AN ARC LENGTH OF 193.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY ALONG SAID CURVE AND SAID SOUTHERLY LINE THROUGH A CENTRAL ANGLE OF 22°56'07" AN ARC LENGTH OF 146.51 FEET; THENCE N 00°07'24" W, A DISTANCE OF 96.95 FEET; THENCE S 89°34'37" E, A DISTANCE OF 109.47 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.11 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES AND SURVEYS.

HIGHLANDS ENGINEERING
OFFICE: 701.483.2444
WWW.HIGHLANDSENG.COM

PROJECT NUMBER:	241279	SCALE:	1"=60'
DRAWN BY:	AWS	DATE:	12/04/25
SHEET NUMBER:	1 of 1		

H:\241279\PROJECT CAD\COS'S\241279_COS-2.DWG
LAST SAVED:12/04/2025 9:06 AM BY

QUIT CLAIM DEED

THIS DEED, made on the _____ day of _____, 2026 between Dickinson Energy Park, LLC**,** GRANTOR, a limited liability corporation whose post office address is 555 Highway 1804 NE, Bismarck, ND 58503-6228, and the City of Dickinson, GRANTEE, being a political subdivision;

WITNESSETH, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR does hereby grant to the GRANTEE all of the following real property lying and being in the County of Stark, State of North Dakota, as more particularly described as follows:

> *Parcel E*, consisting of 0.32 acres more or less, as described by the enclosed Certificate of Survey.

SUBJECT TO easements, agreements, mineral reservations, and conveyances of record.

EXCEPTING AND RESERVING all mineral rights, in, on, or under the land described.

TO HAVE AND TO HOLD the premises herein granted unto the GRANTEE, its successors and assigns forever.

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

GRANTOR – DICKINSON ENERGY PARK, LLC

By: _____

Title: _____

Signature: _____

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 2026, before me personally appeared _____, the authorized representative of the GRANTOR described herein, known to me, and who executed the within and foregoing document and acknowledged to me that such entity executed the same.

_____
Notary Public

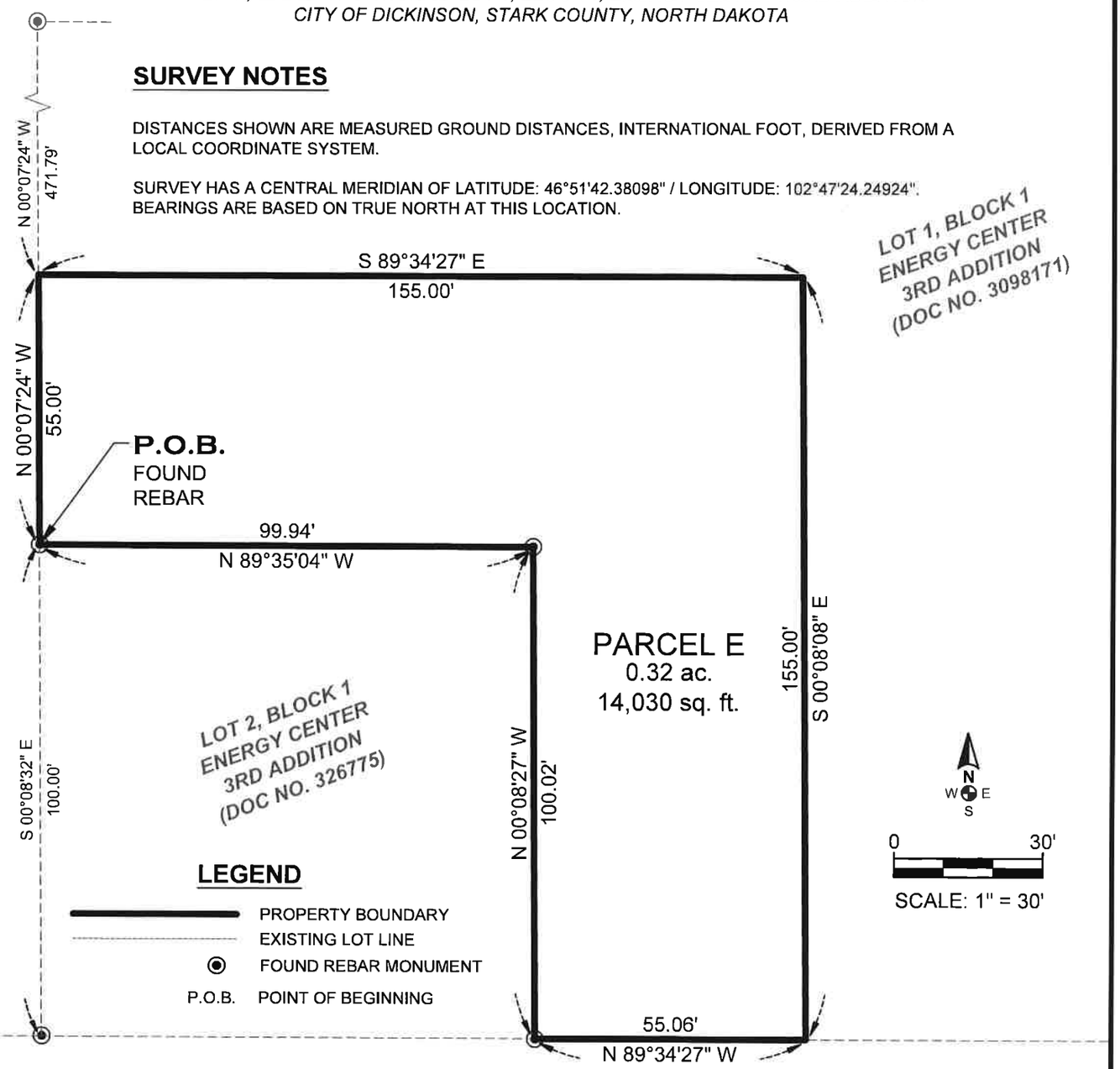
CERTIFICATE OF SURVEY

PARCEL E, BEING A PORTION OF LOT 1, BLOCK 1, ENERGY CENTER THIRD ADDITION
CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA

SURVEY NOTES

DISTANCES SHOWN ARE MEASURED GROUND DISTANCES, INTERNATIONAL FOOT, DERIVED FROM A LOCAL COORDINATE SYSTEM.

SURVEY HAS A CENTRAL MERIDIAN OF LATITUDE: 46°51'42.38098" / LONGITUDE: 102°47'24.24924". BEARINGS ARE BASED ON TRUE NORTH AT THIS LOCATION.



PARCEL "E" BOUNDARY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT ONE (1), BLOCK ONE (1) OF ENERGY CENTER THIRD ADDITION AS RECORDED BY STARK COUNTY DOCUMENT NUMBER 3098171 LOCATED IN THE CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND REBAR AT A SOUTHWEST CORNER OF SAID LOT ONE (1), ALSO BEING THE NORTHWEST CORNER OF LOT TWO (2), BLOCK TWO (2) OF ENERGY CENTER THIRD ADDITION AS RECORDED BY STARK COUNTY DOCUMENT NUMBER 326775; THENCE N 00°07'24" W ALONG THE WEST LINE OF SAID LOT ONE (1), A DISTANCE OF 55.00 FEET; THENCE S 89°34'27" E, A DISTANCE OF 155.00 FEET; THENCE S 00°08'08" E, A DISTANCE OF 155.00 FEET A POINT ON THE SOUTH LINE OF SAID LOT ONE (1); THENCE N 89°34'27" W ALONG SAID SOUTH LINE, A DISTANCE OF 55.06 FEET TO A SOUTHWEST CORNER OF SAID LOT ONE (1) ALSO BEING THE SOUTHEAST CORNER OF SAID LOT TWO (2); THENCE N 00°08'27" W ALONG A WEST LINE OF SAID LONG ONE (1) ALSO BEING THE EAST LINE OF SAID LOT TWO (2), A DISTANCE OF 100.02 FEET TO THE NORTHEAST CORNER OF SAID LOT TWO (2); THENCE N 89°35'04" W ALONG A SOUTH LINE OF SAID LOT ONE (1) ALSO BEING THE NORTH LINE OF SAID LOT TWO (2), A DISTANCE OF 99.94 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 0.32 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES AND SURVEYS.

REGISTERED LAND SURVEYOR
KC HOMISTON
LS 5466
DATE 12/4/25
NORTH DAKOTA

I, KC Homiston, Registered Professional Land Surveyor, LS-5466, do hereby certify that the survey plat shown hereon was made by me, or under my direction, and is true and correct to the the best of my knowledge and belief.

HIGHLANDS ENGINEERING
OFFICE: 701.483.2444
WWW.HIGHLANDSENG.COM

PROJECT NUMBER:	241279	SCALE:	1"=30'
DRAWN BY:	AWS	DATE:	12/04/25
SHEET NUMBER:	1 of 1		

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LAST SAVED:12/04/2025 8:10 AM BY

QUIT CLAIM DEED

THIS DEED, made on the _____ day of _____, 2026 between Dickinson Energy Park, LLC**,** GRANTOR, a limited liability corporation whose post office address is 555 Highway 1804 NE, Bismarck, ND 58503-6228, and the City of Dickinson, GRANTEE, being a political subdivision;

WITNESSETH, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR does hereby grant to the GRANTEE all of the following real property lying and being in the County of Stark, State of North Dakota, as more particularly described as follows:

> *Parcel A*, consisting of 1.40 acres more or less, as described by the enclosed Certificate of Survey.

SUBJECT TO easements, agreements, mineral reservations, and conveyances of record.

EXCEPTING AND RESERVING all mineral rights, in, on, or under the land described.

TO HAVE AND TO HOLD the premises herein granted unto the GRANTEE, its successors and assigns forever.

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

GRANTOR – DICKINSON ENERGY PARK, LLC

By: _____

Title: _____

Signature: _____

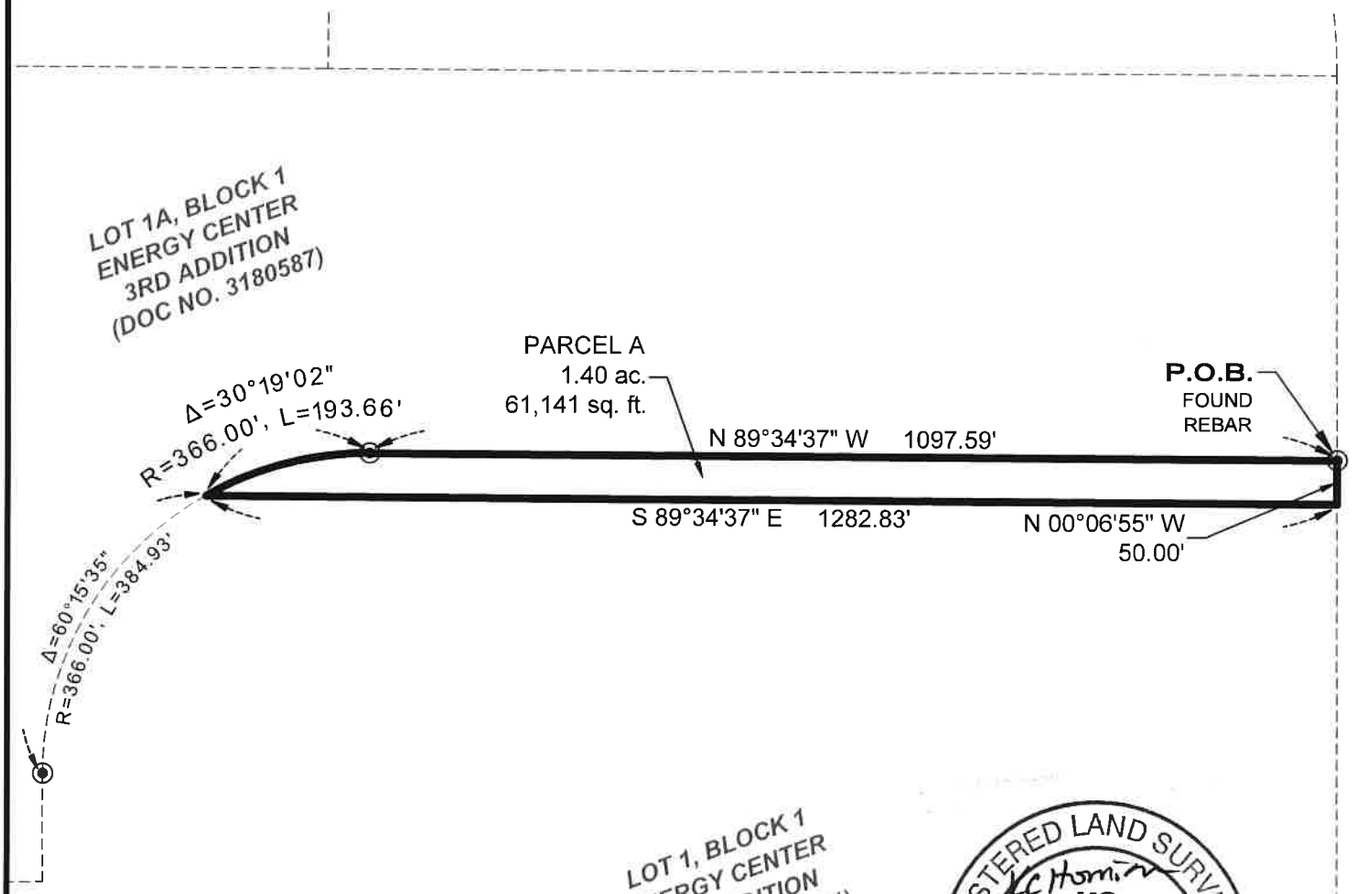
STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 2026, before me personally appeared _____, the authorized representative of the GRANTOR described herein, known to me, and who executed the within and foregoing document and acknowledged to me that such entity executed the same.

_____
Notary Public

CERTIFICATE OF SURVEY

PARCEL A, BEING A PORTION OF LOT 1, BLOCK 1, ENERGY CENTER THIRD ADDITION
CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA



LEGEND

- PROPERTY BOUNDARY
- EXISTING LOT LINE
- FOUND REBAR MONUMENT
- P.O.B. POINT OF BEGINNING

REGISTERED LAND SURVEYOR
KC HOMISTON
LS 5466
DATE 12/4/25
NORTH DAKOTA

SURVEY NOTES

DISTANCES SHOWN ARE MEASURED GROUND DISTANCES, INTERNATIONAL FOOT, DERIVED FROM A LOCAL COORDINATE SYSTEM.

SURVEY HAS A CENTRAL MERIDIAN OF LATITUDE: 46°51'42.38098" / LONGITUDE: 102°47'24.24924". BEARINGS ARE BASED ON TRUE NORTH AT THIS LOCATION.

N
W E
S

0 200'

SCALE: 1" = 200'

I, KC Homiston, Registered Professional Land Surveyor, LS–5466, do hereby certify that the survey plat shown hereon was made by me, or under my direction, and is true and correct to the the best of my knowledge and belief.

PARCEL "A" BOUNDARY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT ONE (1), BLOCK ONE (1) OF ENERGY CENTER THIRD ADDITION AS RECORDED BY STARK COUNTY DOCUMENT NUMBER 3098171 LOCATED IN THE CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT ONE (1) BEING A FOUND REBAR; THENCE N 89°34'37" W ALONG THE NORTH LINE OF SAID LOT ONE (1), A DISTANCE OF 1097.59 FEET TO A FOUND REBAR AT THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 366.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AND THE NORTH LINE OF SAID LOT ONE (1) THROUGH A CENTRAL ANGLE OF 30°19'02" AN ARC LENGTH OF 193.66 FEET; THENCE S 89°34'37" E PARALLEL TO AND FIFTY FEET (50') SOUTH OF THE NORTH LINE OF SAID LOT ONE (1), A DISTANCE OF 1282.83 FEET TO A POINT ON THE EAST LINE OF SAID LOT ONE (1); THENCE N 00°06'55" W ALONG SAID EAST LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.40 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES AND SURVEYS.

HIGHLANDS ENGINEERING
OFFICE: 701.483.2444
WWW.HIGHLANDSENG.COM

PROJECT NUMBER:	241279	SCALE:	1"=200'
DRAWN BY:	AWS	DATE:	12/04/25
SHEET NUMBER:	1 of 1		

H:\241279\PROJECT CAD\COS'S\241279_COS-1.DWG LAST SAVED:12/04/2025 8:10 AM BY

QUIT CLAIM DEED

THIS DEED, made on the _____ day of _____, 2026 between the City of Dickinson, GRANTOR, being a political subdivision, and Dickinson Energy Park, LLC**,** GRANTEE, a limited liability corporation whose post office address is 555 Highway 1804 NE, Bismarck, ND 58503-6228;

WITNESSETH, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR does hereby grant to the GRANTEE all of the following real property lying and being in the County of Stark, State of North Dakota, as more particularly described as follows:

> *Parcel D*, consisting of 1.99 acres more or less, as described by the enclosed Certificate of Survey.

SUBJECT TO easements, agreements, mineral reservations, and conveyances of record.

EXCEPTING AND RESERVING all mineral rights, in, on, or under the land described.

TO HAVE AND TO HOLD the premises herein granted unto the GRANTEE, its successors and assigns forever.

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

GRANTOR - CITY OF DICKINSON

By: Scott Decker

Title: President of the Board of City Commissioners

Signature: _____

ATTEST:

By: Dustin Dassinger

Title: City Administrator

Signature: _____

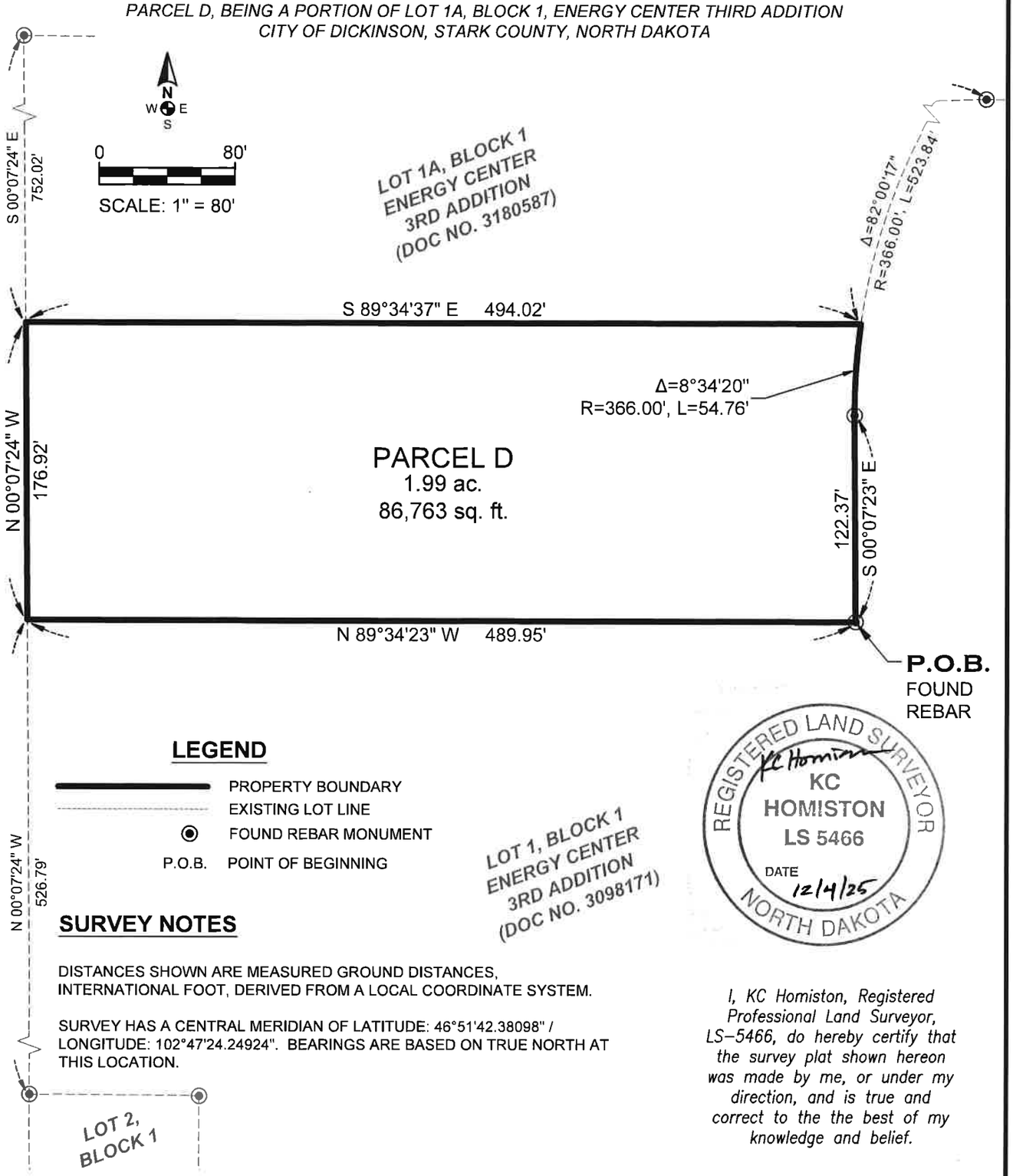
STATE OF NORTH DAKOTA)
) ss
COUNTY OF STARK)

On this _____ day of _____, 2026, before me personally appeared Scott Decker and Dustin Dassigner known to me to be, the President of the Board of City Commissioners and the City Administrator of the City of Dickinson, respectively, 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

CERTIFICATE OF SURVEY

PARCEL D, BEING A PORTION OF LOT 1A, BLOCK 1, ENERGY CENTER THIRD ADDITION
CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA



LEGEND

———	PROPERTY BOUNDARY
- - - - -	EXISTING LOT LINE
◉	FOUND REBAR MONUMENT
P.O.B.	POINT OF BEGINNING

REGISTERED LAND SURVEYOR
KC HOMISTON
LS 5466
DATE 12/4/25
NORTH DAKOTA

SURVEY NOTES

DISTANCES SHOWN ARE MEASURED GROUND DISTANCES, INTERNATIONAL FOOT, DERIVED FROM A LOCAL COORDINATE SYSTEM.

SURVEY HAS A CENTRAL MERIDIAN OF LATITUDE: 46°51'42.38098" / LONGITUDE: 102°47'24.24924". BEARINGS ARE BASED ON TRUE NORTH AT THIS LOCATION.

I, KC Homiston, Registered Professional Land Surveyor, LS–5466, do hereby certify that the survey plat shown hereon was made by me, or under my direction, and is true and correct to the the best of my knowledge and belief.

PARCEL "D" BOUNDARY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT ONE 'A' (1A), BLOCK ONE (1) OF ENERGY CENTER THIRD ADDITION AS RECORDED BY STARK COUNTY DOCUMENT NUMBER 3180587 LOCATED IN THE CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND REBAR AT THE SOUTHEAST CORNER OF THE SOUTHERNMOST LINE OF SAID LOT ONE 'A' (1A); THENCE N 89°34'23" W ALONG SAID SOUTH LINE, A DISTANCE OF 489.95 FEET TO THE SOUTHWEST CORNER OF SAID LOT ONE 'A' (1A); THENCE N 00°07'24" W ALONG THE WEST LINE OF SAID LOT ONE 'A' (1A), A DISTANCE OF 176.92 FEET; THENCE S 89°34'37" E, A DISTANCE OF 494.02 FEET TO A POINT ON A CURVE OF A SOUTHERLY LINE OF SAID LOT ONE 'A' (1A) CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 366.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID SOUTHERLY LINE THROUGH A CENTRAL ANGLE OF 8°34'20" AN ARC LENGTH OF 54.76 FEET TO A FOUND REBAR AT THE END OF SAID CURVE AND ON AN EASTERLY LINE OF SAID LOT ONE 'A' (1A); THENCE S 00°07'23" E ALONG SAID EAST LINE, A DISTANCE OF 122.37 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1.99 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES AND SURVEYS.

HIGHLANDS ENGINEERING
OFFICE: 701.483.2444
WWW.HIGHLANDSENG.COM

PROJECT NUMBER:	241279	SCALE:	1"=80'
DRAWN BY:	AWS	DATE:	12/04/25
SHEET NUMBER:	1 of 1		

H:\241279\PROJECT CAD\COS'S\241279_COS-4.DWG LAST SAVED:12/04/2025 8:11 AM BY

CITY OF Dickinson North Dakota

Engineering Memorandum

April 2nd, 2026

RE: April 7th City Commission Meeting

ENERGY CENTER 6TH ADDITION DEVELOPMENT AGREEMENT WITH DICKINSON ENERGY PARK, LLC

For your consideration is a contract with Dickinson Energy Park, LLC, for a land swap of approximately 2.1 acres of City-owned land for approximately 1.89 acres of land owned by Dickinson Energy Park, LLC, as well as a construction agreement for stormwater management and sanitary sewer improvements. Dickinson Energy Parks, LLC, is responsible for the initial construction and installation costs of all stormwater management and sanitary sewer improvements. The City will take over maintenance of the infrastructure after initial construction. The City Attorney has reviewed this contract with no comments.

Community Development staff recommends approval.

DEVELOPMENT AGREEMENT

THIS AGREEMENT (the Agreement), made on the _____ day of _____, 20_____ ("Effective Date") between the City of Dickinson, a political subdivision, hereinafter called the CITY, and the OWNER as identified herein;

OWNER Name and Address: Dickinson Energy Park, LLC
555 Highway 1804 ND
Bismarck, ND 58503-6228

For the following described property:

A PARCEL OF LAND BEING LOTS ONE (1) AND TWO (2), BLOCK ONE (1) OF *ENERGY CENTER THIRD ADDITION* TO THE CITY OF DICKINSON, STARK COUNTY, ND AS RECORDED BY STARK COUNTY DOCUMENT NUMBER 326775. SAID LOT ONE (1) ALSO ENCOMPASSES LOT ONE 'A' (1A) AS RECORDED BY STARK COUNTY DOCUMENT NUMBER 3180587, AND LOT ONE (1) AS RECORDED BY STARK COUNTY DOCUMENT NUMBER 3098171.

SAID PARCEL CONTAINS 70.71 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES AND SURVEYS.

Also referred to herein as "**Energy Center 6th Addition**";

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

DRAFT

RECITALS

WHEREAS, the OWNER is the fee OWNER of a portion of the Subject Property, located in the City of Dickinson, Stark County, North Dakota, legally described as provided above; and

WHEREAS, the OWNER intends on platting the Subject Property; and

WHEREAS, the OWNER and CITY agree that the Subject Property will be improved and developed pursuant to the terms of this Agreement, the approved subdivision plat of the Subject Property, and all applicable CITY ordinances and regulations;

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

1. Regulation of Development. This Agreement is executed in conformance with Section 52 of the City of Dickinson Municipal Code effective as of the date of this agreement and shall satisfy the requirements contained therein for a Subdivision Agreement to be completed prior to the filing and recordation of the plat of the Subject Property. This Agreement shall control the development of the Property and the construction of Municipal Improvements necessary to serve the Subdivision or Subject Property with municipal services. Remedies contained in this Agreement shall be in addition to those otherwise provided by law to the CITY for other violations of the City of Dickinson Municipal Code.

2. Infrastructure Improvements – Special Conditions. Public infrastructure improvements will be required to serve portions of the Subject Property. The OWNER and CITY hereby agree that the following are the only public infrastructure improvements required to be constructed as indicated herein and accepted by the CITY:

a) OWNER shall prepare or have prepared plans and specifications for the construction of a public sanitary sewer system within a portion of the public right-of-way to be dedicated for E Villard St, Tract 1 of Block 1, and the proposed *Drainage and Sanitary Sewer Easement* shown by the plat of the Subject Property. The sanitary sewer system shall be designed in accordance with local and state regulations and shall meet current City Standards, Specifications, and Details. The sanitary sewer main piping shall have a diameter of 8-inches and shall connect to the existing lift station in Lot 7, Block 1 of the Subject Property. This sanitary sewer system shall be designed to provide sanitary sewer service lines to Lots 3 thru 6, Block 1 of the Subject Property.

b) OWNER shall prepare or have prepared design and plans and specifications for the stormwater management facility within Tract 1, Block 1. This facility shall detain runoff from Lots 3 thru 5, Block 1 of the Subject Property to pre-development rates in accordance with current City Policies. The cost of preparing these plans shall be paid by the OWNER.

c) Lots 1, 2, 6, and 7 of Block 1 of the Subject Property are not to be served by the stormwater management facility to be located in Tract 1 of Block 1 of the Subject Property as noted by *Section 2. b)* of this Agreement. These lots will be required to meet the current City codes and policies at the time of development with respect to stormwater management. The stormwater management infrastructure for these individual lots, as required, shall be considered private infrastructure that will be designed, constructed, and maintained by the individual lots owners in accordance with City codes and policies at the time these lots are improved.

d) The OWNER shall construct or have constructed and shall pay all expenses for construction of the stormwater management facilities and sanitary sewer improvements as depicted by the

plans and specifications approved by the CITY as noted by *Section 2. a)* and *Section 2. b)* of this Agreement. A Certificate of Occupancy shall not be issued for any Lot served by these public improvements until the required infrastructure for said Lot is constructed and approved by the CITY.

e) OWNER shall allow CITY to perform inspection of the public infrastructure improvements to be constructed by OWNER as needed to ensure proper construction in accordance with the approved plans and specifications noted by this Agreement. OWNER shall pay CITY for said inspection services in accordance with the rates defined by the current CITY fee schedule.

f) Title to, ownership, and maintenance of Public Improvements after construction and acceptance shall be as defined by *Section 8* of this Agreement.

3. Assurance of Infrastructure Completion. In the event that construction of the required public infrastructure that is to be paid for directly by the OWNER as indicated in *Section 2*, herein, is not complete at the time of final plat recording for a particular phase of the project, the OWNER hereby agrees that no private improvements shall be constructed within any land located within the Subject Property unless and until a plan for developing and constructing such improvements and infrastructure is approved by the CITY. Such approval will be memorialized by a public infrastructure permit which will be valid for one year from the date of issuance at a fee listed in the current CITY fee schedule. Prior to the CITY recording the Final Plat of the Subject Property, the OWNER shall post with the CITY security in the amount of 130% of the lesser of the estimated construction cost as approved by the City Engineer or actual bid amounts, if available, for said improvements to assure the completion of the required public infrastructure that is to be paid for directly by the OWNER for the Subject Property, as required under Section 52-6. The security posted by the OWNER shall be held by the CITY until the cost of each approved phase(s) of the infrastructure for the whole of the Subject Property has been completed. A full release of the security remaining upon the completion of construction shall be made upon completion of the work, inspection, and final acceptance of the same. The Security remaining upon completion of construction shall remain in effect through warranty examination and final inspection by the CITY as indicated by *Section 9*, herein. If the infrastructure improvements have not been completed after two (2) years from the date of the execution of this agreement, the assurance of infrastructure completion as listed in Section 3 of this agreement shall be considered void and the CITY will utilize the security posted to complete the infrastructure independently.

4. City Engineer Approval Required. No improvements within the Subject Property shall be made unless and until necessary plans and specifications therefore have been submitted to and approved by the City Engineer in accordance with the City of Dickinson Municipal Code for the Subject property covered by such plans and specifications to include all State of North Dakota permits from the North Dakota Department of Environmental Quality.

5. Subdivision of Land. The OWNER shall otherwise conform to all requirements regarding the subdivision of land enacted by the City of Dickinson, as set forth in Chapter 52 of the City of Dickinson Municipal Code, as may be amended from time to time. The provision of remedies 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.

6. Permits. The CITY's approval of this Agreement does not include approval of permits for construction within the Subject Property. The OWNER shall separately apply to the CITY for any building permits, certificates of occupancy, right-of-way permits, or similar approvals for any and all construction within the Subject Property. The OWNER shall notify all prospective lot owners within the Subject Property that the CITY will not accept any building permit or development applications until the CITY has approved the final storm water management plan.

DRAFT

7. **Repairs and Replacements.** The OWNER shall replace, or have replaced, or repair, or have repaired, as the case may be, any and all pipes and monuments within the Subject Property that have been destroyed or damaged by the OWNER or OWNER's agents. The OWNER shall replace, or have replaced, or repair, or have repaired, as the case may be, the entire cost of such replacement or repair, of any and all property damaged or destroyed by reason of any work done pursuant to this Agreement, whether such property is owned by the United States, or any agency or entity thereof, or the State of North Dakota, or any agency or political subdivision thereof, or by the CITY or by any public or private corporation, or any person whomsoever, or by any combination of such owners. Any such repair or replacement shall be to the satisfaction and subject to the approval of the City Engineer or their designee.

8. **Title to, Ownership, and Maintenance of Public Improvements.** Ownership and maintenance of any and all public municipal improvements within the public rights-of-way, tracts, and drainage and sanitary sewer easements dedicated and granted by the subdivision plat of the Subject Property, shall vest in the CITY upon completion, acceptance, and satisfaction of any warranty issues for such improvements with the following additional requirements:

a) Upon CITY acceptance of the public infrastructure improvements noted by *Section 2. a)* and *Section 2. b)* of this Agreement, CITY shall take ownership and maintenance responsibilities of said infrastructure.

b) The real property encumbered by easements for public infrastructure within the Subject Property shall be privately owned, but the CITY shall have the rights to access, maintain, repair, improve, remove, and replace the public improvements that are to be owned by the CITY within the easements. The OWNER shall not build, create, construct, or permit to be built, created, or constructed, any obstruction, building, engineering works, or other structures upon, over, or under the strip of land herein described or that would interfere with the public improvements. The OWNER shall not change the existing grade within the easements without prior approval from the CITY. This shall not restrict the OWNER from constructing pavement, fences, landscaping, or utility crossings within the easement that do not adversely affect the public infrastructure. Upon completion of any work within the easements, the CITY shall leave the property in good repair so that there is no unreasonable damage. If the CITY is not able to have the property repaired to its existing condition, the CITY shall pay for damages to the property. The damages, if not mutually agreed upon, may be determined by three disinterested persons, one to be selected by the OWNER and one by CITY, and these two shall select a third person. The award determined by these three persons shall be final and conclusive.

c) Tract 1, Block 1 of the Subject Property shall be deeded to the CITY upon completion and acceptance of the improvements required for stormwater management within this tract.

9. **Maintenance Warranty.** For all public municipal improvements within the Subject Property constructed privately by the OWNER, and in accordance with Section 52-6 and *Section 3 of this agreement*, herein, assurance shall be provided by the OWNER. The amount of this assurance remaining at the completion of construction is to remain in full effect for a warranty period of no less than one (1) year following substantial completion of said improvements. Until the end of this one-year warranty period, the OWNER shall remedy at the OWNER's expense any damage to real or personal property, when that damage is the result of: (1) the OWNER's failure to conform to the requirements of the CITY; or (2) any defect of equipment, material, workmanship, or design furnished. The OWNER shall restore any work damaged in fulfilling the terms and conditions of this Section. The OWNER shall: (1) use commercially reasonable efforts to obtain all warranties that would be given in normal commercial practice; (2) to the extent possible, require all warranties be executed, in writing, for the benefit of the CITY; and (3) enforce all warranties for the benefit of the CITY. In the event the

OWNER's warranty as provided herein has expired, the CITY may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty. The OWNER shall have no liability for the improvements made upon expiration of the one-year warranty period.

10. 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. As the OWNER sells individual lots within the Subject Property, the OWNER shall specifically notify the purchaser thereof of this Agreement. All obligations, promises and covenants of the OWNER contained herein shall similarly be binding upon purchasers of lots within the Subject Property.

11. 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.

12. Non-waiver. Each right, power or remedy conferred upon the CITY or the OWNER by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the CITY or the OWNER at law or in equity, or under any other agreement. Each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the CITY or the OWNER and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. If either party waives in writing any default or nonperformance by the other party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

13. 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.

14. 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.

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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 – DICKINSON ENERGY PARK, LLC

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.

DRAFT

ENERGY CENTER 6TH REZONE REQUEST (REZ-001-2026)



CITY OF Dickinson North Dakota

ENERGY CENTER 6TH FUTURE LAND USE MAP (FLUM) (REZ-001-2026)



CITY OF Dickinson North Dakota

Energy Center 6th Zoning Map Amendment Staff Report

To: City of Dickinson Planning and Zoning Commissioners
From: City of Dickinson Community Development Services
Date: January 7, 2026
Re: REZ-001-2026 Energy Center 6th Rezone

APPLICANT
Tracy Tooz
Dickinson Energy Park, LLC
555 Highway 1804 NE
Bismarck, ND, 58503

APPLICANT'S REPRESENTATIVE
Andrew Schrank
Highlands Engineering
319 24th Street East
Dickinson ND 58601

Public Hearing	January 14, 2026	Planning and Zoning Commission
Public Hearing	March 24, 2026	City Commission
Final Consideration	April 7, 2026	City Commission

The applicant is requesting approval of a Zoning Map Amendment from General Industrial (GI) and Public (P) to Public (P) for Lot 1 of Block 1 of the Energy Center 6th Addition Subdivision, a Zoning Map Amendment from General Industrial (GI) to Public (P) for Lot 7 of Block 1 of the Energy Center 6th Addition Subdivision, and a Zoning Map Amendment from Public (P) and General Industrial (GI) to General Industrial (GI) for Lot 5 and Lot 6 of Block 1 of the Energy Center 6th Addition, located in the City of Dickinson. The site consists of +/- 31.98 acres.

Staff recommendation: Staff recommends **approval** of this rezoning request contingent on approval of PLP-001-2026 and recording of the Energy Center 6th Addition Subdivision and associated development agreement.

The companion Energy Center 6th Addition preliminary major subdivision plat is also scheduled for public hearing at the January 14, 2026 Planning and Zoning Commission meeting (PLP-001-2026).

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LOCATION

The property is generally located along Energy Drive, and it is legally described as Lots 1, 5, 6, and 7, Block 1, of the proposed Energy Center Sixth Addition Subdivision, located within the SE1/4 of Section 1, Township 139 North, Range 96 West, of the 5th Principal Meridian, City of Dickinson, Stark County, North Dakota.

CURRENT ZONING	**GI & P**
FUTURE LAND USE MAP DESIGNATION	**PUBLIC/CIVIC**
GROSS SITE ACREAGE	**+/- 31.98 acres**
LOTS PROPOSED	**N/A**

ADJACENT ZONING & LAND USE		
Direction	**Zoning**	**Land Use**
North	GI & P	Undeveloped; National Guard Readiness Center
East	GI	Industrial; undeveloped
South	GI	Undeveloped
West	GI	Undeveloped

CONSISTENCY, COMPATIBILITY, COMPLIANCE, AND RECOMMENDATIONS

Consistency with the Comprehensive Plan

According to the City's Comprehensive Plan Future Land Use Map (FLUM), the subject property is designated PUBLIC/CIVIC. Public (P) is an acceptable zoning district within the PUBLIC/CIVIC FLUM designation and brings this property into compliance with the future land use map.

Compatibility

The proposed rezoning is comparable to and compatible with the existing GI and P zoning districts of the adjacent properties in the proposed Energy Center 6th Subdivision. Additionally, the properties surrounding the proposed subdivision are zoned GI.

Compliance with The Zoning Ordinance

Lots 1, 5, and 6 of the proposed subdivision are currently zoned GI and P, while Lot 7 is currently zoned GI. The applicant is proposing to rezone Lots 1 and 7 entirely into the P zoning district and Lots 5 and 6 entirely into the GI zoning district to conform with the change in ownership of portions of the properties. This proposal is consistent with the existing GI zoning found to the east and south of the site and results in only property owned by the City of Dickinson being located in the P zoning district.

The proposed subdivision replats all of Lot 1 and Lot 2 of the Energy Center 3rd Addition into seven total lots. Lot 5 is proposed to be 12.03 acres and Lot 6 is proposed to be 9.63 acres, with both being located within the GI zoning district. According to Table 62-162-3c: Summary of Site Development Regulations in the Municipal Code, the minimum lot size for lots in the GI zoning district is 10,000 square feet. Both proposed lots meet this development requirement. Lots 1 and 7 would be located in the P zoning district, which does not have a minimum lot size requirement.

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-001-2026 contingent on the approval of PLP-001-2026 and the recording of the associated Energy Center 6th Addition final major subdivision.

MOTIONS:

*****Approval*****

"I move the City of Dickinson Planning and Zoning Commission recommend approval of **REZ-001-2026: The Energy Center 6th Rezoning Request** *as being consistent with the City of Dickinson Comprehensive Plan, as being compliant with the City of Dickinson Zoning Ordinance, and as being in the interest of the public health, safety and welfare "*

(AND) the following additional requirements **(IF THE PLANNING AND ZONING COMMISSION RECOMMENDS ANY ADDITIONS AND/OR DELETIONS TO THE PROPOSED MOTION LANGUAGE):**

1. _____;
2. _____.

*****Denial*****

"I move the Dickinson Planning and Zoning Commission recommend Denial of **REZ-001-2026: The Energy Center 6th Rezoning Request** *as NOT being consistent with the City of Dickinson Comprehensive Plan, as not being compliant with the City of Dickinson Zoning Ordinance, and as being contrary to the interest of the public health, safety and welfare."*

DEVELOPMENT AGREEMENT

THIS AGREEMENT (the Agreement), made on the _____ day of _____, 20_____ ("Effective Date") between the City of Dickinson, a political subdivision, hereinafter called the CITY, and the OWNER as identified herein;

OWNER Name and Address: Dickinson Energy Park, LLC
555 Highway 1804 ND
Bismarck, ND 58503-6228

For the following described property:

A PARCEL OF LAND BEING LOTS ONE (1) AND TWO (2), BLOCK ONE (1) OF *ENERGY CENTER THIRD ADDITION* TO THE CITY OF DICKINSON, STARK COUNTY, ND AS RECORDED BY STARK COUNTY DOCUMENT NUMBER 326775. SAID LOT ONE (1) ALSO ENCOMPASSES LOT ONE 'A' (1A) AS RECORDED BY STARK COUNTY DOCUMENT NUMBER 3180587, AND LOT ONE (1) AS RECORDED BY STARK COUNTY DOCUMENT NUMBER 3098171.

SAID PARCEL CONTAINS 70.71 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES AND SURVEYS.

Also referred to herein as "**Energy Center 6th Addition**";

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

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RECITALS

WHEREAS, the OWNER is the fee OWNER of a portion of the Subject Property, located in the City of Dickinson, Stark County, North Dakota, legally described as provided above; and

WHEREAS, the OWNER intends on platting the Subject Property; and

WHEREAS, the OWNER and CITY agree that the Subject Property will be improved and developed pursuant to the terms of this Agreement, the approved subdivision plat of the Subject Property, and all applicable CITY ordinances and regulations;

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

1. Regulation of Development. This Agreement is executed in conformance with Section 52 of the City of Dickinson Municipal Code effective as of the date of this agreement and shall satisfy the requirements contained therein for a Subdivision Agreement to be completed prior to the filing and recordation of the plat of the Subject Property. This Agreement shall control the development of the Property and the construction of Municipal Improvements necessary to serve the Subdivision or Subject Property with municipal services. Remedies contained in this Agreement shall be in addition to those otherwise provided by law to the CITY for other violations of the City of Dickinson Municipal Code.

2. Infrastructure Improvements – Special Conditions. Public infrastructure improvements will be required to serve portions of the Subject Property. The OWNER and CITY hereby agree that the following are the only public infrastructure improvements required to be constructed as indicated herein and accepted by the CITY:

a) OWNER shall prepare or have prepared plans and specifications for the construction of a public sanitary sewer system within a portion of the public right-of-way to be dedicated for E Villard St, Tract 1 of Block 1, and the proposed *Drainage and Sanitary Sewer Easement* shown by the plat of the Subject Property. The sanitary sewer system shall be designed in accordance with local and state regulations and shall meet current City Standards, Specifications, and Details. The sanitary sewer main piping shall have a diameter of 8-inches and shall connect to the existing lift station in Lot 7, Block 1 of the Subject Property. This sanitary sewer system shall be designed to provide sanitary sewer service lines to Lots 3 thru 6, Block 1 of the Subject Property.

b) OWNER shall prepare or have prepared design and plans and specifications for the stormwater management facility within Tract 1, Block 1. This facility shall detain runoff from Lots 3 thru 5, Block 1 of the Subject Property to pre-development rates in accordance with current City Policies. The cost of preparing these plans shall be paid by the OWNER.

c) Lots 1, 2, 6, and 7 of Block 1 of the Subject Property are not to be served by the stormwater management facility to be located in Tract 1 of Block 1 of the Subject Property as noted by *Section 2. b)* of this Agreement. These lots will be required to meet the current City codes and policies at the time of development with respect to stormwater management. The stormwater management infrastructure for these individual lots, as required, shall be considered private infrastructure that will be designed, constructed, and maintained by the individual lots owners in accordance with City codes and policies at the time these lots are improved.

d) The OWNER shall construct or have constructed and shall pay all expenses for construction of the stormwater management facilities and sanitary sewer improvements as depicted by the

plans and specifications approved by the CITY as noted by *Section 2. a)* and *Section 2. b)* of this Agreement. A Certificate of Occupancy shall not be issued for any Lot served by these public improvements until the required infrastructure for said Lot is constructed and approved by the CITY.

e) OWNER shall allow CITY to perform inspection of the public infrastructure improvements to be constructed by OWNER as needed to ensure proper construction in accordance with the approved plans and specifications noted by this Agreement. OWNER shall pay CITY for said inspection services in accordance with the rates defined by the current CITY fee schedule.

f) Title to, ownership, and maintenance of Public Improvements after construction and acceptance shall be as defined by *Section 8* of this Agreement.

3. Assurance of Infrastructure Completion. In the event that construction of the required public infrastructure that is to be paid for directly by the OWNER as indicated in *Section 2*, herein, is not complete at the time of final plat recording for a particular phase of the project, the OWNER hereby agrees that no private improvements shall be constructed within any land located within the Subject Property unless and until a plan for developing and constructing such improvements and infrastructure is approved by the CITY. Such approval will be memorialized by a public infrastructure permit which will be valid for one year from the date of issuance at a fee listed in the current CITY fee schedule. Prior to the CITY recording the Final Plat of the Subject Property, the OWNER shall post with the CITY security in the amount of 130% of the lesser of the estimated construction cost as approved by the City Engineer or actual bid amounts, if available, for said improvements to assure the completion of the required public infrastructure that is to be paid for directly by the OWNER for the Subject Property, as required under Section 52-6. The security posted by the OWNER shall be held by the CITY until the cost of each approved phase(s) of the infrastructure for the whole of the Subject Property has been completed. A full release of the security remaining upon the completion of construction shall be made upon completion of the work, inspection, and final acceptance of the same. The Security remaining upon completion of construction shall remain in effect through warranty examination and final inspection by the CITY as indicated by *Section 9*, herein. If the infrastructure improvements have not been completed after two (2) years from the date of the execution of this agreement, the assurance of infrastructure completion as listed in Section 3 of this agreement shall be considered void and the CITY will utilize the security posted to complete the infrastructure independently.

4. City Engineer Approval Required. No improvements within the Subject Property shall be made unless and until necessary plans and specifications therefore have been submitted to and approved by the City Engineer in accordance with the City of Dickinson Municipal Code for the Subject property covered by such plans and specifications to include all State of North Dakota permits from the North Dakota Department of Environmental Quality.

5. Subdivision of Land. The OWNER shall otherwise conform to all requirements regarding the subdivision of land enacted by the City of Dickinson, as set forth in Chapter 52 of the City of Dickinson Municipal Code, as may be amended from time to time. The provision of remedies 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.

6. Permits. The CITY's approval of this Agreement does not include approval of permits for construction within the Subject Property. The OWNER shall separately apply to the CITY for any building permits, certificates of occupancy, right-of-way permits, or similar approvals for any and all construction within the Subject Property. The OWNER shall notify all prospective lot owners within the Subject Property that the CITY will not accept any building permit or development applications until the CITY has approved the final storm water management plan.

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7. **Repairs and Replacements.** The OWNER shall replace, or have replaced, or repair, or have repaired, as the case may be, any and all pipes and monuments within the Subject Property that have been destroyed or damaged by the OWNER or OWNER's agents. The OWNER shall replace, or have replaced, or repair, or have repaired, as the case may be, the entire cost of such replacement or repair, of any and all property damaged or destroyed by reason of any work done pursuant to this Agreement, whether such property is owned by the United States, or any agency or entity thereof, or the State of North Dakota, or any agency or political subdivision thereof, or by the CITY or by any public or private corporation, or any person whomsoever, or by any combination of such owners. Any such repair or replacement shall be to the satisfaction and subject to the approval of the City Engineer or their designee.

8. **Title to, Ownership, and Maintenance of Public Improvements.** Ownership and maintenance of any and all public municipal improvements within the public rights-of-way, tracts, and drainage and sanitary sewer easements dedicated and granted by the subdivision plat of the Subject Property, shall vest in the CITY upon completion, acceptance, and satisfaction of any warranty issues for such improvements with the following additional requirements:

a) Upon CITY acceptance of the public infrastructure improvements noted by *Section 2. a)* and *Section 2. b)* of this Agreement, CITY shall take ownership and maintenance responsibilities of said infrastructure.

b) The real property encumbered by easements for public infrastructure within the Subject Property shall be privately owned, but the CITY shall have the rights to access, maintain, repair, improve, remove, and replace the public improvements that are to be owned by the CITY within the easements. The OWNER shall not build, create, construct, or permit to be built, created, or constructed, any obstruction, building, engineering works, or other structures upon, over, or under the strip of land herein described or that would interfere with the public improvements. The OWNER shall not change the existing grade within the easements without prior approval from the CITY. This shall not restrict the OWNER from constructing pavement, fences, landscaping, or utility crossings within the easement that do not adversely affect the public infrastructure. Upon completion of any work within the easements, the CITY shall leave the property in good repair so that there is no unreasonable damage. If the CITY is not able to have the property repaired to its existing condition, the CITY shall pay for damages to the property. The damages, if not mutually agreed upon, may be determined by three disinterested persons, one to be selected by the OWNER and one by CITY, and these two shall select a third person. The award determined by these three persons shall be final and conclusive.

c) Tract 1, Block 1 of the Subject Property shall be deeded to the CITY upon completion and acceptance of the improvements required for stormwater management within this tract.

9. **Maintenance Warranty.** For all public municipal improvements within the Subject Property constructed privately by the OWNER, and in accordance with Section 52-6 and *Section 3 of this agreement*, herein, assurance shall be provided by the OWNER. The amount of this assurance remaining at the completion of construction is to remain in full effect for a warranty period of no less than one (1) year following substantial completion of said improvements. Until the end of this one-year warranty period, the OWNER shall remedy at the OWNER's expense any damage to real or personal property, when that damage is the result of: (1) the OWNER's failure to conform to the requirements of the CITY; or (2) any defect of equipment, material, workmanship, or design furnished. The OWNER shall restore any work damaged in fulfilling the terms and conditions of this Section. The OWNER shall: (1) use commercially reasonable efforts to obtain all warranties that would be given in normal commercial practice; (2) to the extent possible, require all warranties be executed, in writing, for the benefit of the CITY; and (3) enforce all warranties for the benefit of the CITY. In the event the

OWNER's warranty as provided herein has expired, the CITY may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty. The OWNER shall have no liability for the improvements made upon expiration of the one-year warranty period.

10. 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. As the OWNER sells individual lots within the Subject Property, the OWNER shall specifically notify the purchaser thereof of this Agreement. All obligations, promises and covenants of the OWNER contained herein shall similarly be binding upon purchasers of lots within the Subject Property.

11. 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.

12. Non-waiver. Each right, power or remedy conferred upon the CITY or the OWNER by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the CITY or the OWNER at law or in equity, or under any other agreement. Each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the CITY or the OWNER and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. If either party waives in writing any default or nonperformance by the other party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

13. 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.

14. 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.

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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

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OWNER – DICKINSON ENERGY PARK, LLC

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.

DRAFT

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 "GI" and "P" 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 General Industrial (GI) to Public (P) described as follows:

   Lot 1 of Block 1 of the Energy Center 6th Addition Subdivision,

   Lot 7 of Block 1 of the Energy Center 6th Addition Subdivision

   Lot 5 and Lot 6 of Block 1 of the Energy Center 6th Addition

   Said Tract contains 31.98 acres, more or less.

Section 2: **Repeal of Ordinances in Conflict.** All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

Section 3: **Severability.** In the event any section of this Ordinance is held invalid by court of competent jurisdiction, the invalidity shall extend only to the section affected, and other sections of this Chapter shall continue in full force and effect.

Section 4: **Effective Date:** This Ordinance shall be in full force and effect form and after final passage.

_____
Scott Decker, President
Board of City Commissioners

ATTEST

_____
Dustin Dassinger, City Administrator

First Reading: _____, 2026
Second Reading: _____, 2026
Final Passage: _____, 2026

ENERGY CENTER 6TH ADDITION MAJOR SUBDIVISION (FLP-001-2026)



CITY OF Dickinson North Dakota

Energy Center 6th Addition Final Major Subdivision Staff Report

To: City of Dickinson Planning and Zoning Commissioners
From: City of Dickinson Community Development Services
Date: March 4, 2026
Re: FLP-001-2026 Energy Center 6th Addition Final Major Subdivision

APPLICANT
Tracy Tooz
Dickinson Energy Park, LLC
555 Highway 1804 NE
Bismarck, ND, 58503

APPLICANT'S REPRESENTATIVE
Andrew Schrank
Highlands Engineering
319 24th Street East
Dickinson ND 58601

Public Hearing	March 11, 2026	Planning and Zoning Commission
Final Consideration	March 17, 2026	City Commission

The applicant is requesting approval of the Energy Center 6th Addition final major subdivision, being a replat of Lots 1, 1A, and 2 of Block 1 of the Energy Center 3rd Addition Subdivision, located in the SE ¼ of Section 1, Township 139 North, Range 96 West, in the City of Dickinson. The site is zoned General Industrial (GI) and Public (P). The site consists of +/- 70.71 acres.

Staff recommendation: Staff recommends **approval** of this final major subdivision contingent on approval of REZ-001-2026 and associated development agreement.

The companion Energy Center 6th rezoning request is also scheduled for final consideration at the March 17, 2026 City Commission meeting (REZ-001-2026).

LOCATION

The property is generally located along Energy Drive, and it is legally described as Lots 1, 1A, and 2 of Block 1 of the Energy Center 3rd Addition Subdivision, located in the SE ¼ of Section 1, Township 139 North, Range 96 West, of the 5th Principal Meridian, City of Dickinson, Stark County, North Dakota.

CURRENT ZONING	**GI & P**
FUTURE LAND USE MAP DESIGNATION	**PUBLIC/CIVIC**
GROSS SITE ACREAGE	**+/- 70.71 acres**
LOTS PROPOSED	**7**

ADJACENT ZONING & LAND USE		
Direction	**Zoning**	**Land Use**
North	GI	Industrial; undeveloped
East	GI	Industrial
South	GI	Undeveloped
West	GI	Undeveloped

CONSISTENCY, COMPATIBILITY, COMPLIANCE, AND RECOMMENDATIONS

Consistency with the Comprehensive Plan

According to the City's Comprehensive Plan Future Land Use Map (FLUM), the subject property is designated PUBLIC/CIVIC. Public (P) is an acceptable zoning district within the PUBLIC/CIVIC FLUM designation and brings this property into compliance with the future land use map.

Compatibility and Compliance with The Municipal Code

A major subdivision plat is defined in Section 52-1 of the City Subdivision chapter as a subdivision that does not meet at least one of the following conditions:

- Does not require the dedication of public rights-of-way or the construction of new public streets or public infrastructure;
- Does not land-lock or otherwise impair convenient ingress and egress to or from the rear or side of the subject tract or any adjacent property;

- Does not violate any local, State or federally adopted law, ordinance, regulation, plan or policy; and
- Consists of four lots or less.

The proposed Energy Center 6th Addition Subdivision consists of a total of seven lots and involves the dedication of right-of-way. Therefore, the proposed subdivision does not meet the above requirements and is classified as a major subdivision.

Lots 1, 5, and 6 of the proposed subdivision are currently zoned GI and P, while Lot 7 is currently zoned GI. The applicant is proposing to rezone Lots 1 and 7 entirely into the P zoning district and Lots 5 and 6 entirely into the GI zoning district to conform with the change in ownership of portions of the properties. This proposal is consistent with the existing GI zoning found to the east and south of the site and results in only property owned by the City of Dickinson being located in the P zoning district.

The proposed subdivision replats all of Lot 1 and Lot 2 of the Energy Center 3rd Addition into seven total lots. Lot 3 is proposed to be 10.96 acres, Lot 4 is proposed to be 9.23 acres, Lot 5 is proposed to be 12.03 acres, and Lot 6 is proposed to be 9.63 acres, with both being located within the GI zoning district. According to Table 62-162-3c: Summary of Site Development Regulations in the Municipal Code, the minimum lot size for lots in the GI zoning district is 10,000 square feet. All proposed lots meet this development requirement. Lots 1, 2, and 7 would be located in the P zoning district, which does not have a minimum lot size requirement.

A development agreement is required to address the public infrastructure improvements required to be installed with this plat. The development agreement will also address the land swap included with this plat between the applicant and the City of Dickinson. This development agreement is included with the major subdivision application.

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 FLP-001-2026 contingent on the approval of REZ-001-2026 and the recording of the associated development agreement.

MOTIONS:

*****Approval*****

"I move the City of Dickinson Planning and Zoning Commission recommend approval of **FLP-001-2026: The Energy Center 6th Addition Final Major Subdivision** *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 **FLP-001-2026: The Energy Center 6th Addition Final Major Subdivision** *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."*

RESOLUTION NO: _____ - 2026

A RESOLUTION APPROVING FINAL PLAT ENTITLED
ENERGY CENTER 6TH ADDITION
STARK COUNTY, NORTH DAKOTA

WHEREAS, application has been made to the Board of City Commissioners for the approval of a final plat of **ENERGY CENTER 6TH ADDITION**

PARCEL OF LAND BEING LOTS ONE (1) AND TWO (2), BLOCK ONE (1) OF ENERGY CENTER THIRD ADDITION TO THE CITY OF DICKINSON, STARK COUNTY, ND AS RECORDED BY STARK COUNTY DOCUMENT NUMBER 326775. SAID LOT ONE (1) ALSO ENCOMPASSES LOT ONE 'A' (1A) AS RECORDED BY STARK COUNTY DOCUMENT NUMBER 3180587, AND LOT ONE (1) AS RECORDED BY STARK COUNTY DOCUMENT NUMBER 3098171.

SAID LOTS ONE (1) AND ONE 'A' (1A) ALSO ENCOMPASS THE FOLLOWING PARCELS:

LOT ONE (1) AS RECORDED BY STARK COUNTY DOCUMENT NUMBER 3098171;

PARCEL A AS RECORDED BY STARK COUNTY DOCUMENT NUMBER _____

PARCEL B AS RECORDED BY STARK COUNTY DOCUMENT NUMBER _____

PARCEL C AS RECORDED BY STARK COUNTY DOCUMENT NUMBER _____

PARCEL D AS RECORDED BY STARK COUNTY DOCUMENT NUMBER _____

AND PARCEL E AS RECORDED BY STARK COUNTY DOCUMENT NUMBER _____.

SAID PARCEL CONTAINS 70.71 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES AND SURVEYS

WHEREAS, the Planning Commission held a public hearing on said plat in compliance with State Statute, at which time the final plat was given final approval and recommended to the Board of City Commissioners.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the property known as the **ENERGY CENTER 6TH ADDITION,** Stark County, North Dakota, be and the same is hereby approved upon condition that the proposed streets, water and sewage and other utility facilities be in accordance with the City of Dickinson and Stark County regulation codes and as indicated on the final plat, and procedures acceptable to the Board of City Commissioners.

Dated this _____ day of April 2026.

_____
Scott Decker, President
Board of City Commission

ATTEST:

_____
Dustin Dassinger, City Administrator

Suggestion:

Notes to Tables 62-162-2 and 62-162-3.

"Note 7: All allowable accessory ~~buildings~~ structures to a residence shall be limited to a maximum of 1,800 square feet and for a maximum of three detached structures for the first one acre or less. The total area of all accessory ~~buildings~~ structures may be increased by 70 square feet for each additional one-tenth acre of land area above one acre. Accessory ~~buildings~~ structures shall include the following: barns, stable, storage buildings, and detached personal vehicle garages. Intermodal storage containers as defined in the International Building Code are not permitted within City limits in the R-1, R-2, R-3, MH, or DC zoning districts for a period of greater than 30 days. In all other zoning districts, storage containers shall be subject to outdoor storage screening requirements."

CITY OF Dickinson North Dakota

Residential Storage Containers Text Amendment Staff Report

To: City of Dickinson Planning and Zoning Commissioners
From: City of Dickinson Community Development Services
Date: March 4, 2026
Re: ZTA-003-2026 Section 62 – Residential Storage Containers

APPLICANT
Name: City of Dickinson Community Development
Address: 38 1st Street West
City: Dickinson North Dakota 58601

Public Hearing	March 11, 2026	Planning and Zoning Commission
Public Hearing	March 17, 2026	City Commission
Final Consideration	April 6, 2026	City Commission

Community Development staff is requesting approval of zoning text amendments to the notes for Table 62-162-2: Permitted Uses by Zoning Districts, in Section 62-162: Development regulations, in Chapter 62-Zoning of the Dickinson Municipal Code, to prohibit the use of storage containers as accessory structures in residential zoning districts within City limits. This amendment also subjects storage containers located outside of the residential zoning districts to the same screening requirements as outdoor storage.

Staff recommendation: Staff recommends approval of this proposed text amendment.

The proposed ordinance amending Chapter 62 addressing storage containers is included with this staff report.

STAFF ANALYSIS

BACKGROUND

City staff has received numerous complaints from residents within City limits regarding properties utilizing storage containers as permanent structures. Unlike permanent structures, a building permit is not required for storage containers.

The 2024 International Building Code (IBC) defines an intermodal shipping container as "*a six-sided steel unit originally constructed as a general cargo container used for the transport of goods and materials*." Structures that meet this definition may be considered accessory structures based on the current Municipal Code, and therefore may be constructed or placed in residential zoning districts.

COMPATIBILITY, COMPLIANCE, AND RECOMMENDATIONS

Compatibility with the Municipal Code

Intermodal shipping containers are often used by residents either as temporary storage containers when moving or due to other events, or as permanent structures to allow container storage on a property. The proposed ordinance allows for the continued use of temporary storage containers that do not remain on the property for greater than 30 days. In the event a property owner requires a temporary storage container for greater than 30 days, they may work with the Building Department to get incremental time extensions.

The proposed ordinance allows intermodal storage containers to be utilized on commercial, industrial, and agricultural properties, but would be subject to the outdoor storage screening requirements outlined in Section 62-567: Screening standards. This includes a landscaping buffer zone and opaque screen when adjacent to less intensive zoning districts.

During workshop sessions with the Planning and Zoning Commission, it was asked whether this proposed ordinance will be enforced in the Extra-Territorial Zone or only within City limits. After further discussion, City staff is proposing to only enforce this ordinance within City limits to ensure the Code Enforcement team is able to effectively enforce the proposed ordinance.

PUBLIC INPUT AND STAFF RECOMMENDATION

Public Input: As of the date of this report, City staff has not received any public comments.

Staff Recommendation: The City Development Team staff recommends **approval** of ZTA-005-2026.

MOTIONS:

*****Approval*****

"I move the City of Dickinson Planning and Zoning Commission recommend approval of **ZTA-005-2026: The Residential Storage Container Zoning Text 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 **ZTA-005-2026: The Residential Storage Container Zoning Text 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. 2026

AN ORDINANCE AMENDING AND RE-ENACTING CHAPTER 62, RELATING TO THE USE OF STORAGE CONTAINERS AS ACCESSORY STRUCTURES IN RESIDENTIAL ZONING DISTRICTS

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

SECTION 2: Notes to Tables 62-162-2. And 62-162-3, as outlined in Section 62-162. Development Regulations. of Chapter 62 of the Municipal Code of the City of Dickinson, is hereby amended and re-enacted as follows:

Sec. 62-162. – Development regulations.

Notes to Tables 62-162-2 and 62-162-3.

Note 1: Rural Residential development situated within one of the designated rural development areas of the Comprehensive Plan may occur on minimum lot sizes below 1.0 acres, if such development is approved by the City as a conservation subdivision, designed in conformance with the Comprehensive Plan, to ensure compatible installation of infrastructure and sanitary waste collection systems in the future.

Note 2: Six feet for single-story construction, one foot for each four feet for any building over 24 feet in height. See Section 62-467 for supplemental regulations governing single-family attached and townhouse residential use types.

Note 3: See Section 62-467 for supplemental regulations regarding modifications of lot width for townhouse residential use type.

Note 4: Height limit for residential structures. 65 feet for other permitted uses.

Note 5: Setback ten feet for single-story construction, five feet for each additional story.

Note 6: The 3,000 square feet per townhouse unit applies for up to ten units in townhouse developments in the R-2 District.

Note 7: All allowable accessory ~~buildings~~ structures to a residence shall be limited to a maximum of 1,800 square feet and for a maximum of three detached structures for the first one acre or less. The total area of all accessory ~~buildings~~ structures may be increased by 70 square feet for each additional one-tenth acre of land area above one acre. Accessory ~~buildings~~ structures shall include the following: barns, stable, storage buildings, and detached personal vehicle garages. Intermodal storage containers as defined in the International Building Code are not permitted within City limits in the R-1, R-2, R-3, MH, or DC zoning districts for a period of greater than 30 days. In all other zoning districts, storage containers shall be subject to outdoor storage screening requirements.

Note 8: Toxic gaseous storage: Storage facilities of toxic gaseous, materials, tanks/or bulk facilities shall not be built within two miles of any residential subdivision or within one mile of any building for human occupancy generally, unless approved by a special use permit after a finding that storage will not pose a potential public health hazard.

Note 9:

1) Adequate direct road access to the site is provided with such access designed to minimize traffic congestion; and
2) Sufficient off-street parking areas are provided in conformance with Article IX of this chapter, Table 62-589-1; and
3) The site is located at least one mile from any residentially zoned area.

Note 10: Density for retirement residential is 7,000 square feet for four units and 1,000 square feet for each additional unit.

Note 11: Attached garages shall not exceed the total square footage and height of the residence.

Note 12: Detached structures shall not exceed the height of 15 feet or the height of the primary residence, whichever is less, unless the detached structure is setback from the side and rear property line a minimum of two horizontal feet for every one foot in height exceeding the maximum height of the structure in residential districts.

Note 13: Accessory structures larger than 250 square feet shall be constructed with similar materials of the primary residence or building in residential and commercial zoning districts.

Note 14: Residential use in multi-story structures in the DC zoning district, as well as family and group cares, emergency residential, group care, group home, religious assembly, and bed and breakfast uses will be located in the floor or floors above commercial uses.

Note 15: In addition to the off-street parking requirements in Article IX of this chapter, parking and loading areas in the P zoning district abutting or directly across the street from a residential zoning district shall be set back the minimum front yard setback of the adjacent residential district.

Note 16: All service, repair, processing or storage on property abutting or across the street from a residential zoning district shall be contained wholly within an enclosed building unless screened from residential zoning by a site-obstructing fence or wall.

SECTION 3: Repeal of Ordinances in Conflict. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION 4: 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 5: Effective Date: This Ordinance shall be in full force and effect from and after final passage.

Scott Decker, President
Board of City Commissioners

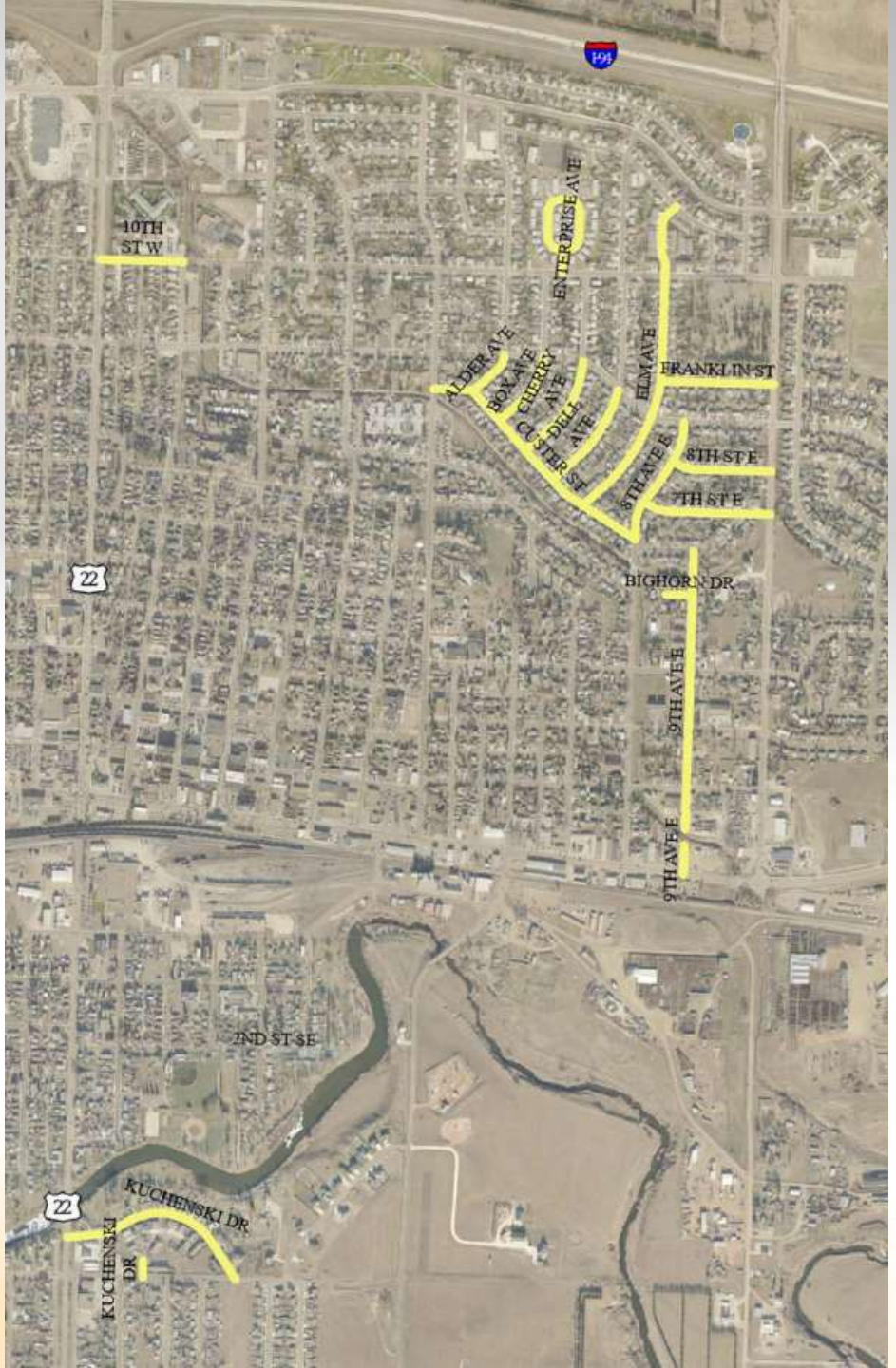
ATTEST

Dustin Dassinger, City Administrator

First Reading: _____, 2026
Second Reading: _____, 2026
Final Passage: _____, 2026

2026 Road Maintenance Vicinity Map

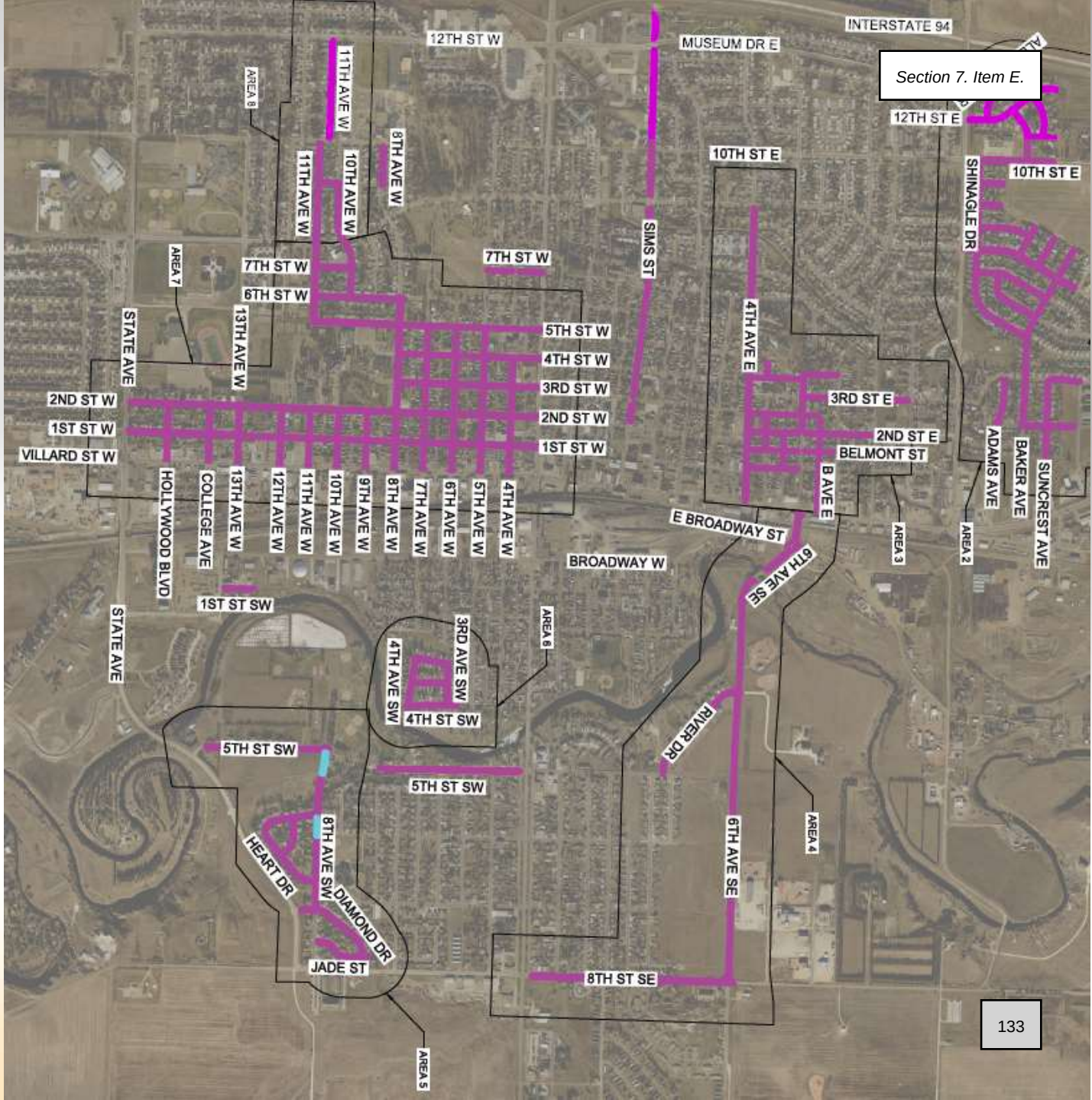
- Mill and Overlay of Street Areas Shown
- Storm water outfall pipe size evaluation along Kuchenski Drive



CITY OF Dickinson North Dakota

2026 Road Maintenance Vicinity Map

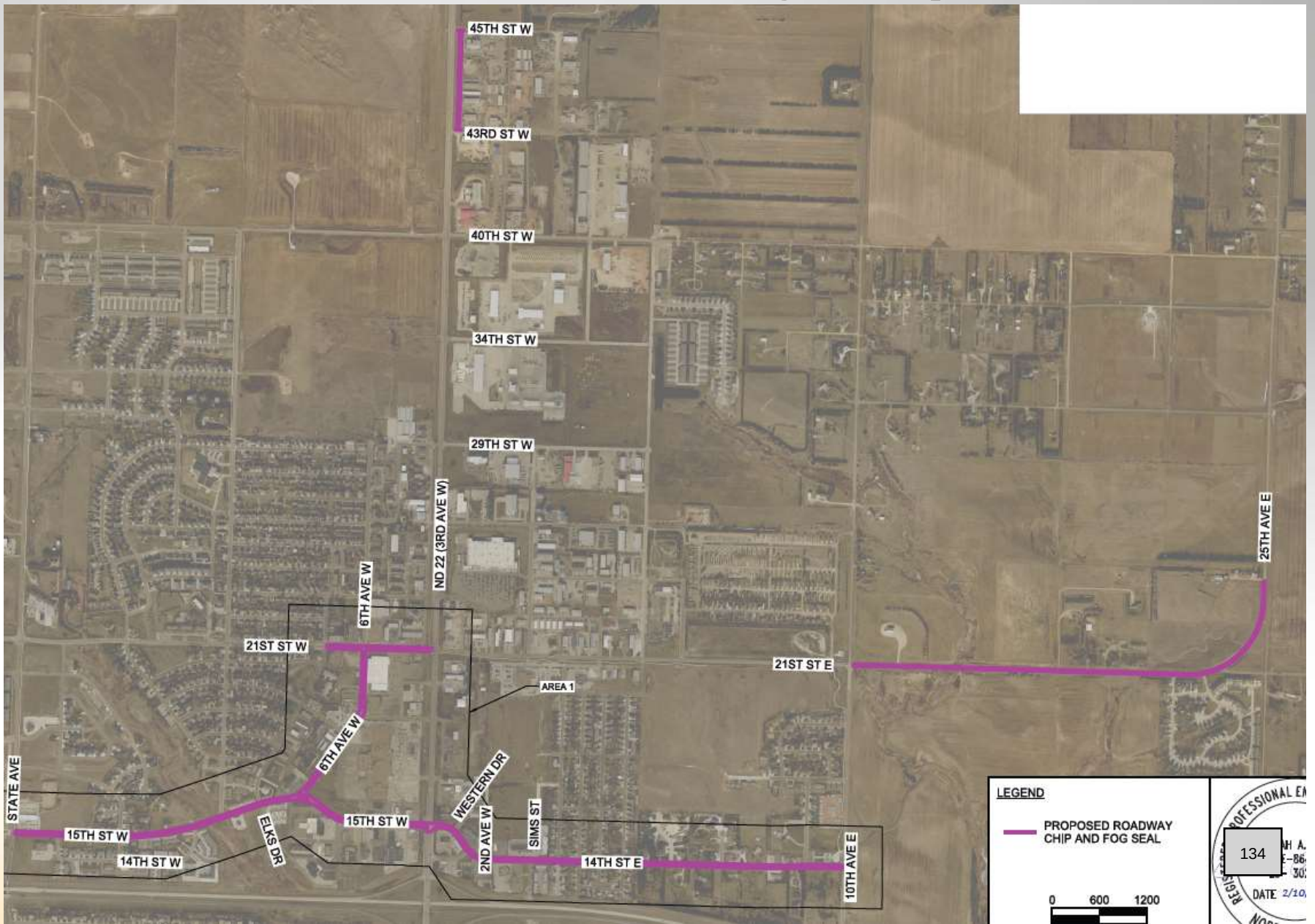
- Approximately 23 Centerline Miles of Chip Seal



CITY OF Dickinson North Dakota

2026 Road Maintenance Vicinity Map

- Approximately 23 Centerline Miles of Chip Seal



CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota

Engineering Memorandum

March 31, 2026

RE: April 7th City Commission Meeting

202601 ROAD MAINTENANCE – TASK ORDER AMENDMENT TO CIVIL SCIENCE INFRASTRUCTURE, INC.

For your consideration is a task order amendment with the Civil Science Infrastructure, Inc. for City of Dickinson project number 202601 – 2026 Road Maintenance project. This includes construction engineering services for both the mill and overlay and the chip seal projects. The total estimated cost for construction engineering as specified in the agreement is **$473,279.00.** The City Attorney has reviewed the task order with no comments.

The key scopes of work included in this task order amendment are:

- Construction administration
- Construction staking
- Material testing
- Project final records and documents

The city engineering staff recommends approval.

TASK ORDER NO. 2025-5

This is Task Order No. **2025-5**, 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 ***February 18, 2025***, Owner and Engineer agree as follows:

1. TASK ORDER DATA

a.	Effective Date of Task Order:	**April 7, 2026**
b.	Owner:	**City of Dickinson**
c.	Engineer:	**Civil Science Infrastructure, Inc.**
d.	Specific Project (title)	**2026 Road Maintenance Project (City project #202601)**
e.	Specific Project (description):	**Professional Services consisting of Construction Engineering Services associated with the City of Dickison 2026 Road Maintenance Project**
f.	Related Task Orders	**2025-1 & 2025-2**

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:	2026 Road Maintenance Project
Type and Size of Facility:	Reserved
Description of Improvements:	Professional Services consisting of Construction Engineering Services associated with the City of Dickison 2026 Road Maintenance Project
Expected Construction Start:	2026 Construction Season
Prior Studies, Reports, Plans:	202601 - 2026 Road Maintenance – Mill and Overlay plans dated 2/10/26 202601 – 2026 Road Maintenance – Chip Seal plans dated 2/10/26

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Facility Location(s):	Various streets within the City of Dickinson
Current Specific Project Budget:	$8,500,000
Funding Sources:	City of Dickinson funding and SID funding sidewalk replacement only
Known Design Standards:	City of Dickinson Standard Specifications and Detail Drawings
Known Specific Project Limitations:	Reserved
Specific Project Assumptions:	Reserved
Other Pertinent Information:	Reserved

3. SERVICES OF ENGINEER ("SCOPE")

A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:

Provide services described in the attached Exhibit A and Exhibit D.

(a) Prior to construction, Engineer shall mark all concrete removals within project area as either replacement or repair.

(b) Construction anticipated between May 18 – October 31, 2026 (24 weeks)

(c) One Resident Project Representative (RPR) will be provided for the duration of construction based on 60 hours per week. Two RPR's will be provided during paving operations and Kuchenski Drive storm sewer replacement (12 weeks) based on 60 hours per week per RPR.

(d) The Engineer of Record will conduct site visits on average of 16 hours per week.

(e) A one-man survey crew is included for storm sewer staking and curb and gutter grade checks.

(f) Material testing including concrete, asphalt, aggregates and soils acceptance will be provided. (10 hours per week for 24 weeks)

B. 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.

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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:

1. ***Collaborate with the consultant throughout the project's duration. Appoint a designated project manager to assist the consultant and provide necessary project-related information and address project-specific requirements.***

6. TASK ORDER SCHEDULE

A. 2026 Construction season estimated between May 18-October 31, 2026

B. Post construction phase services through the end 2026.

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. Final Design services	$5,280	Hourly Rates
b. Construction Engineering & Surveying	$422,214	Hourly Rates
c. Materials Testing	$45,785	Hourly Rates
TOTAL COMPENSATION	$473,279	
3. Additional Services under Section 3.B above	TBD	Hourly Rates

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.

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8. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:

A. ***No subconsultants anticipated***

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 C to Task Order—**Reserved**

D. Exhibit D to Task Order— DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE UNDER TASK ORDER

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.

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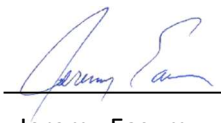
OWNER:

By: _____

Print Name: _____

Title: _____

ENGINEER:

By: 

Print Name: Jeremy Easum

Title: Area Manager

Engineer's License or Firm's Certificate No. (if required): 1218 C

State of: North Dakota

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Josh Skluzacek

Title: Engineer

Address: 38 1st St West
Dickinson, ND 58601

E-Mail Address: Joshua.skluzacek@dickinsongov.com

Phone: 701-456-7744

Date: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Jeremy Easum

Title: Area Manager

Address: 531 W Villard Suite 1
Dickinson, ND 58601

E-Mail Address: jeasum@civilscience.com

Phone: 701-219-4511

Date: 3/31/26

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EXHIBITS TO TASK ORDER

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EXHIBIT A—ENGINEER'S SERVICES UNDER TASK ORDER

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 – *Not Applicable*

1.03 Preliminary Design Phase - Not Applicable

1.04 Final Design Phase – Not Applicable

1.05 Bidding Phase – Not Applicable

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.

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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 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: **Deleted**

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.

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

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version of the Construction Contract Documents available to Contractor and Owner for review.

8. Schedules: Receive, review, and, and, subject to the criteria of the Construction Contract, determine the acceptability of 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 therefore.

        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.

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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 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.

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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. 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

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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.

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).

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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 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, 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. **Materials testing**

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;

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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

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:

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a. **Assist with finalizing the Special Improvement District**.

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.

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

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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.

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.

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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.

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.

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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.

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.

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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.
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

Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Main Agreement are supplemented by the following schedule:

Construction is expected to take place in the 2026 construction season between May 18 and October 31, 2026 (24 weeks).

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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 2025-5

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.

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.

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TASK ORDER NO. 2025-6

This is Task Order No. **2025-6**, 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 ***February 18, 2025***, Owner and Engineer agree as follows:

1. TASK ORDER DATA

a.	Effective Date of Task Order:	**April 7, 2026**
b.	Owner:	**City of Dickinson**
c.	Engineer:	**Civil Science Infrastructure, Inc.**
d.	Specific Project (title)	**4th St, 5th St & 26th Ave Street Improvements (City project #202105)**
e.	Specific Project (description):	**Professional Services consisting of Construction Engineering Services associated with the City of Dickison 4th St, 5th St & 26th Ave Street Improvements**
f.	Related Task Orders	**Preliminary and Final design services for this project were provided by Civil Science under agreements dated October 20, 2020 and modified December 3, 2024.**

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:	4th St, 5th St & 26th Ave Street Improvements (City project #202105)
Type and Size of Facility:	+/- 0.3 mile total project length
Description of Improvements:	Professional Services consisting of Construction Engineering Services associated with the 4th St, 5th St & 26th Ave Street Improvements
Expected Construction Start:	2026 Construction Season

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Prior Studies, Reports, Plans:	202105 - 4th St, 5th St & 26th Ave Street Improvements plans dated 2/11/26
Facility Location(s):	4th St, 5th St & 26th Ave Street within the City of Dickinson
Current Specific Project Budget:	$750,000
Funding Sources:	City of Dickinson funding
Known Design Standards:	City of Dickinson Standard Specifications and Detail Drawings
Known Specific Project Limitations:	Reserved
Specific Project Assumptions:	Scope of this proposal is based on a 20-working day construction period
Other Pertinent Information:	Reserved

3. SERVICES OF ENGINEER ("SCOPE")

A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:

Provide services described in the attached Exhibit A and Exhibit D.

(a) Provide construction staking (16 hours anticipated).

(b) Construction anticipated for twenty working days between May 18 – August 31, 2026.

(c) One Resident Project Representative (RPR) will be provided for the duration of construction based on 10 hours per day.

(d) The Engineer of Record will conduct site visits on average of 1 hours per day.

(e) A one-man survey crew is included for storm sewer staking and curb and gutter grade checks.

(f) Material testing including asphalt, aggregates and soils acceptance will be provided. By RPR with no additional staffing

B. 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.

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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:

1. ***Collaborate with the consultant throughout the project's duration. Appoint a designated project manager to assist the consultant and provide necessary project-related information and address project-specific requirements.***

6. TASK ORDER SCHEDULE

A. 2026 Construction season estimated between May 18-October 31, 2026

B. Post construction phase services through the end 2026.

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. Final Design services	$6,500	Hourly Rates
b. Construction Engineering, Testing & Surveying	$42,877	Hourly Rates
TOTAL COMPENSATION	$49,377	
3. Additional Services under Section 3.B above	TBD	Hourly Rates

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.

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8. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:

A. ***No subconsultants anticipated***

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 C to Task Order—**Reserved**

D. Exhibit D to Task Order— DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE UNDER TASK ORDER

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.

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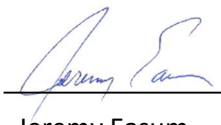
OWNER:

By: _____

Print Name: _____

Title: _____

ENGINEER:

By: 

Print Name: Jeremy Easum

Title: Area Manager

Engineer's License or Firm's Certificate No. (if required): 1218 C

State of: North Dakota

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Josh Skluzacek

Title: Engineer

Address: 38 1st St West
Dickinson, ND 58601

E-Mail Address: Joshua.skluzacek@dickinsongov.com

Phone: 701-456-7744

Date: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Jeremy Easum

Title: Area Manager

Address: 531 W Villard Suite 1
Dickinson, ND 58601

E-Mail Address: jeasum@civilscience.com

Phone: 701-219-4511

Date: 3/31/26

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EXHIBIT A—ENGINEER'S SERVICES UNDER TASK ORDER

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 – *Not Applicable*

1.03 Preliminary Design Phase - Not Applicable

1.04 Final Design Phase – Not Applicable

1.05 Bidding Phase – Not Applicable

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.

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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 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: **Deleted**

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.

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

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version of the Construction Contract Documents available to Contractor and Owner for review.

8. Schedules: Receive, review, and, and, subject to the criteria of the Construction Contract, determine the acceptability of 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 therefore.

        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.

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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 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.

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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. 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

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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.

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).

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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 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, 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. **Materials testing**

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;

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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

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: **N/A**

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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.

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

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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.

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.

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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.

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.

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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.

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.

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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.
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

Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Main Agreement are supplemented by the following schedule:

Construction is expected to take place in the 2026 construction season between May 18 and October 31, 2026 (Project estimated at 20 working days to complete).

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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 2025-5

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.

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.

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CITY OF Dickinson North Dakota

Engineering Memorandum

March 31, 2026

RE: April 7th City Commission Meeting

202105 – 4th ST E, 5th ST E, 26th AVE E STREET IMPROVEMENTS – TASK ORDER AMENDMENT TO CIVIL SCIENCE INFRASTRUCTURE, INC.

For your consideration is a task order with the Civil Science Infrastructure, Inc. for City of Dickinson project number 202105 – 4th St E, 5th St E, 26th Ave E Street Improvement project. This includes construction engineering services for the project. The total estimated cost for construction engineering as specified in the agreement is **$42,877.00.** The City Attorney has reviewed the task order with no comments.

The key scopes of work included in this task order amendment are:

- Construction administration
- Construction staking
- Material testing
- Project final records and documents

The city engineering staff recommends approval.

4th St E & 26th Ave E Street Improvements



CITY OF Dickinson North Dakota

Engineering & Community Development

Presented by: Joshua Skluzacek – Engineer/Community Development Director

Tuesday April 7, 2026

City Commission Monthly Report

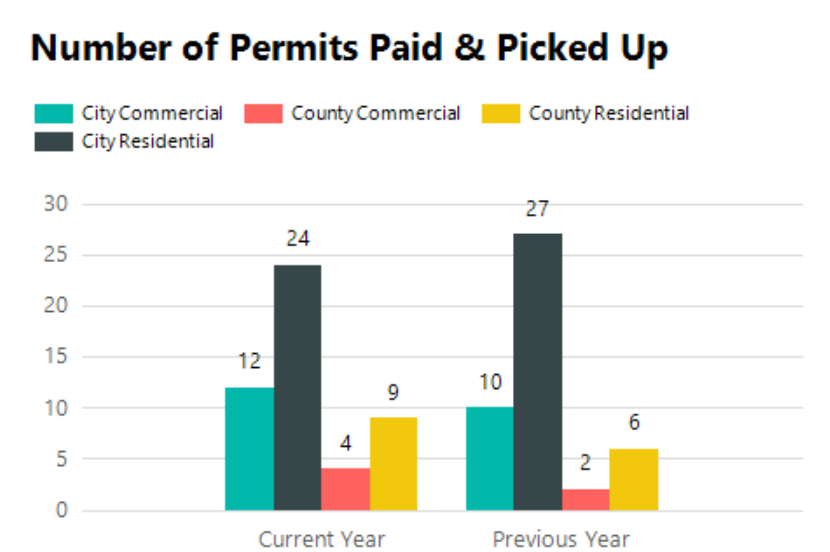
CITY OF Dickinson North Dakota

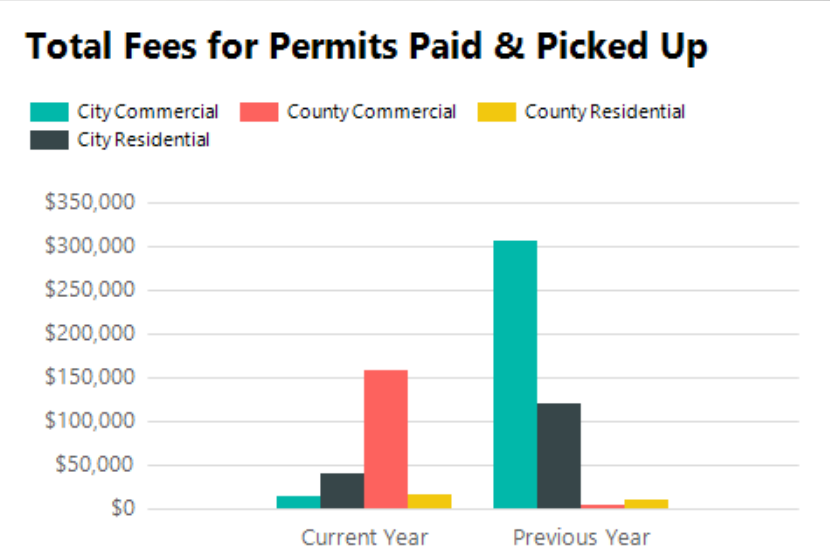
Planning

- The City of Dickinson has received a total of 9 development applications in 2026, including:
  - 2 Preliminary Plat for a Major Subdivision
  - 1 Final Plat for a Major Subdivision
  - 2 Zoning Map Amendment request
  - 6 Zoning Text Amendments
  - 1 Gate City Bank Revitalization Program Submittal
- 19 development meetings have been held with potential applicants in 2026 so far

CITY OF Dickinson North Dakota

Buildings & Codes





Date Range reported through March 30, 2026

CITY OF Dickinson North Dakota

Date Range reported through
April 1, 2026

Engineering

Project Name	Project Manager	Progress	Start	End
EXECUTION				
2026 UTILITY & STREET IMPROVEMENTS	JS	0%	4/20/2026	10/16/2026
2026 ROAD MAINTENANCE	JS	0%	4/27/2026	10/16/2026
4TH ST E, 5TH ST E, & 26TH AVE E STREET & STORM WATER	JS	0%	4/27/2026	10/16/2026
MUSEUM EXPANSION	KK	0%		
EAST WATER TANK INTERIOR COATING	KK	0%	5/25/2026	9/25/2026
I-94 WBL & ROUNDABOUTS	JS	0%	4/20/2026	10/16/2026
2026 SIDEWALK PROGRAM	GM	0%	5/4/2026	10/16/2026
5TH ST SW - 3RD AVE W to 6TH AVE E	JS	1%	4/20/2026	7/10/2026
BALER BUILDING EXPANSION	KK	2%	5/4/2026	10/29/2027
MANHOLE REPAIR	KK	10%	3/30/2026	7/24/2026
WRF FINAL CLARIFIER IMPROVEMENTS	KK	55%	9/2/2025	5/29/2026
LIBRARY EXPANSION	KK	75%	9/1/2025	
DHS WATERMAIN EXTENSION	JS	95%	8/15/2025	6/26/2026
2025 ROAD MAINTENANCE	JS	98%	5/27/2025	6/19/2026

CITY OF Dickinson North Dakota

Date Range reported through
April 1, 2026

Engineering

Project Name	Project Manager	Progress	Start	End
PRELIMINARY/DESIGN ENGINEERING				
WRF BIOSOLIDS HOLDING TANK UPGRADES	KK	2%	9/2/2025	6/1/2026
VARIOUS ROADWAY STRUCTURE REPAIR	JS	5%	3/3/2026	11/20/2026
H2S MITIGATION	KK	5%	8/27/2025	10/12/2026
WRF HVAC CONTROLS	KK	5%	9/2/2025	6/1/2026
VARIOUS INTERSECTION ANALYSIS	JS	15%	1/21/2026	11/20/2026
2027 WATERMAIN REPLACEMENT	JS	20%	1/21/2026	11/20/2026
EMPIRE RD - 23rd AVE W to 8th AVE W	JS	20%	1/7/2026	11/20/2026
FAIRWAY ST - STATE AVE to 13th AVE W	JS	20%	1/7/2026	11/20/2026
NW REGIONAL FLOOD CONTROL	JS	25%	8/6/2025	5/29/2026
9TH ST W & 5TH AVE W INTERSECTION	JS	30%	2/6/2024	12/31/2027
2027 ROAD MAINTENANCE	JS	40%	1/5/2026	11/20/2026

Project Name	Project Manager	Progress	Start	End
PRELIMINARY/DESIGN ENGINEERING				
DOWNTOWN DRAINAGE IMPROVEMENTS	JS	45%	8/19/2025	9/18/2026
WRF PRELIMINARY TREATMENT IMPROVEMENTS	KK	50%	9/2/2025	6/1/2026
LIFT 7 UPDATES	KK	50%	6/24/2025	11/20/2026
MANNS DAM EAP & MITIGATION	KK	90%	1/31/2025	5/29/2026
QUEEN CITY DAM EAP & RISK ASSESSMENT	KK	95%	1/31/2025	5/29/2026
WRF IFAS IMPROVEMENTS	KK	99%	9/2/2025	5/8/2026
ENTRANCE SIGNS	KK	99%	9/26/2023	3/20/2026
EAST BROADWAY DAM	KK	100%	11/27/2023	5/29/2026
21st ST W _ STATE AVE to 3rd AVE W	JS	100%	3/3/2025	3/20/2026
10TH AVE E - VILLARD TO MUSEUM DR	JS	100%	2/6/2024	12/4/2024
10TH AVE E - MUSEUM DR to 21ST ST E	JS	100%	2/6/2024	8/22/2025

Geographic Information System (GIS)

- Finalized web to allow tracking and viewing Road Closures.



12th Street W

Table | Zoom to

Active Road Closure Information

Road Closure	12th Street W
Reason	Maintenance
Road Closure Duration	6 Days
Starts	3/30/2026, 2:00 PM
Ends	4/4/2026, 2:01 PM
Full Closure	No
Comments	
Contact Information	jake@flatlandusa.com
Alternate Route	

Thank you!

QUESTIONS AND COMMENTS ARE WELCOME

CITY OF Dickinson North Dakota

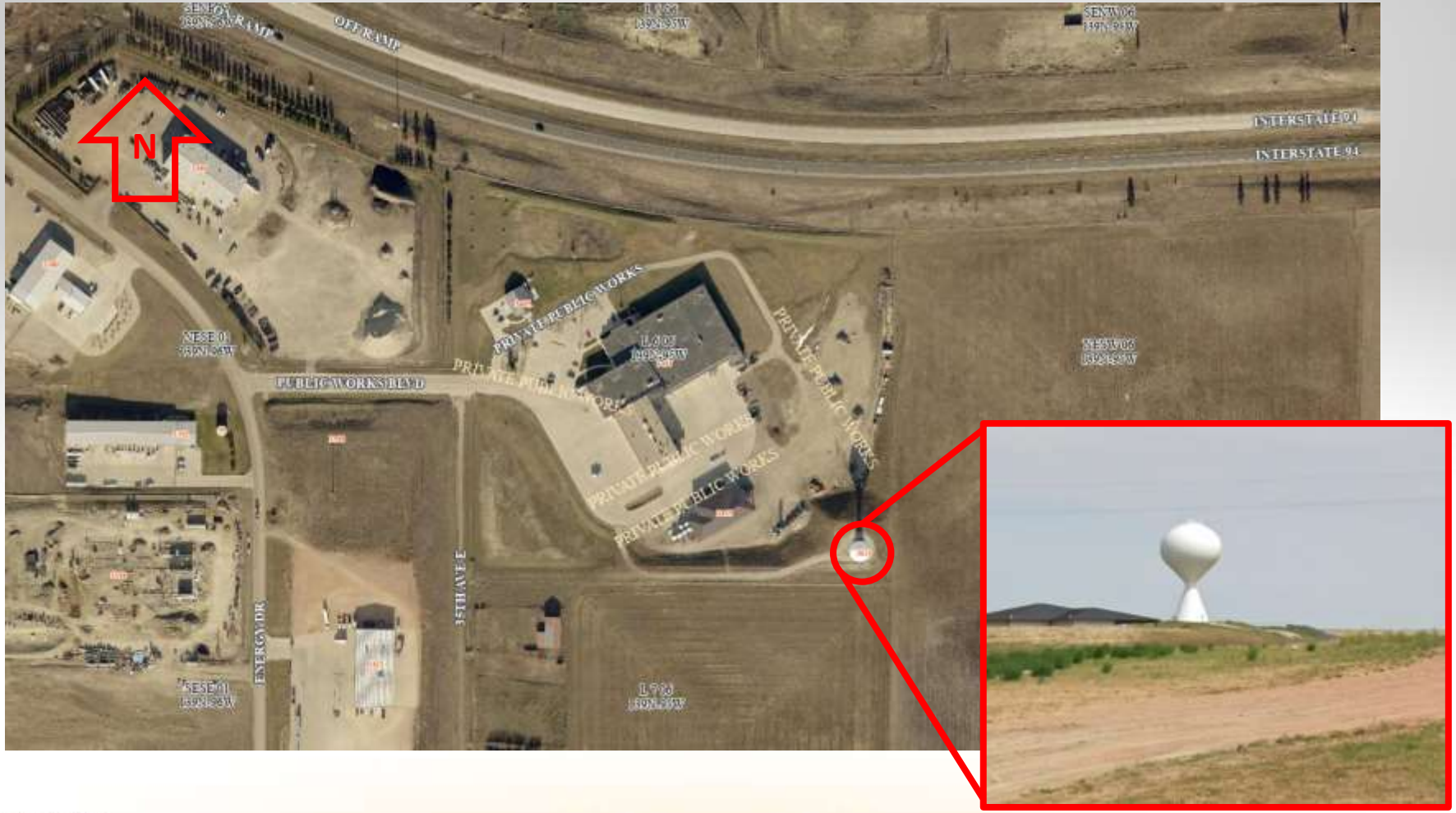
www.DickinsonGov.com

East Water Tank
Bartlett & West
Construction Eng. TO Amendment

Presented by: Kris Keller, Senior Engineer

CITY OF Dickinson North Dakota

East Water Tank Vicinity Map



CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota

Engineering Memorandum

February 26, 2026

RE: March 3, 2026 Commission Meeting

EAST WATER TANK COATING – NOTICE OF AWARD (202512)

For your consideration is a notice of award to Maguire Iron Inc (Maguire). Maguire submitted a bid of $175,000 for the project as designed and specified. This is $152,000 below the engineer's estimate. Five (5) bids were opened for this project.

The next step in this project is contract development which will be brought to the commission after engineering and legal review.

The Notice of Award was reviewed by the City Attorney.

The project will be funded by the GPT.

The City Engineering staff recommends approval.

BARTLETT & WEST, INC.
MASTER SERVICES AGREEMENT
FOR PROFESSIONAL SERVICES

AMENDMENT NO. 1
TO TASK ORDER NO. 1

WHEREAS, City of Dickinson (Client) and Bartlett & West, Inc. (Consultant) have entered into an Agreement dated 10/15, 2025, hereinafter referred to as the "MSA," for professional services, and

WHEREAS, Client and Consultant have entered into Task Order No. 1

NOW THEREFORE, Client and Consultant agree to amend Task Order No. 1 as follows:

A. SCOPE OF WORK: The Consultant shall perform services defined in this section consistent with the Client's desire to complete the project defined above.

1. Task 1. Construction Engineering

Upon successful completion of the Bidding Phase, and upon authorization from the Client, Consultant shall perform services under this amendment of the Task Order for the purpose of providing Construction Administration and Observation Services and as more fully described herein.

1. Provide General Construction Contract Administration. Consult with Client and act as Client's representative as provided in the Engineers Joint Contract Document Committee (EJCDC) Standard General Conditions of the Construction Contract. Client's instructions to Contractor will be issued through Consultant who shall have authority to act on behalf of Client in dealings with Contractor to the extent provided in the EJCDC Standard General Conditions of the Construction Contract except as otherwise provided in writing. For purposes of this project, the Consultant shall not be considered a construction manager, nor shall Consultant be the Contractor's quality control/quality assurance program manager.

2. Participate in a Pre-Construction Conference prior to commencement of Work at Site.

3. Review and approve or take appropriate action in respect to Shop Drawings and other data which Contractor is required to submit, but only for conformance with information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole.

4. Make periodic visits to the Site at intervals appropriate to the various stages of construction, as Consultant deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work.

5. Issue necessary clarifications and interpretations of the Contract Documents as appropriate for the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents.

6. Recommend Change Orders to Client, as appropriate, and prepare Change Orders as required.

7. Render formal written decisions on all claims of Client and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

8. Based on Consultant's review of the Contractor's Application for Payment and the accompanying support documentation, recommend the amounts that Contractor(s) be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to CLIENT, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents, and the conditions precedent to Contractor being entitled to such payment appear to have been fulfilled in so far as it is Consultant's responsibility to observe the work.

9. Receive and review maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked-up record documents.

10. In company of Client and Contractor, conduct a final inspection to determine if the completed Work of Contract is acceptable so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is acceptable to the best of Consultant's knowledge, information and belief and based on the extent of the services provided by Consultant under this Amendment and within the defined limitations stipulated in the EJCDC documents.

11. The purpose of the Consultant's visits at the jobsite shall be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the construction phase, and, in addition, by the exercise of the Consultant's efforts as an experienced and qualified design professional, to express an informed professional opinion that the completed work of the contractor will conform, in general, to the construction documents and that the integrity of the design concept of the completed Project will function as a whole, as indicated in the construction documents, and has been implemented and preserved by the construction contractor. The Consultant shall not be held to a higher standard of care than that prevalent in the Engineering profession. The Consultant shall not be responsible for the acts or omissions of any construction contractor, or any subcontractors, vendors, suppliers, or of any other individual or entity performing or furnishing any of the work. Consultant shall not be responsible for a construction contractor's failure to perform or finish the work in accordance with the construction documents. The Consultant shall not be liable or given the responsibility to supervise, direct or control the construction contractor's work or for the construction contractor's means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or the construction contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to the construction contractor's furnishing and performing work.

12. The Services to be provided by the Consultant under this Amendment, and under his direction, shall be performed in a manner consistent with that degree of skill and care exercised by practicing professionals performing similar services at the same time, at the same locality, and under the same or similar circumstances and conditions. The Consultant shall perform only those Services authorized by the Client under this Amendment.

13. Consistent with the professional standard of care and unless specifically provided herein, the Consultant shall be entitled to rely upon the accuracy of data and information provided by the Client, or others without independent review or evaluation.

14. The Consultant shall not perform any cultural resource investigations, permitting, or NEPA compliance actions at this stage of the work, unless specifically directed by the Client and compensation to the Consultant is adjusted accordingly. The Client will coordinate the NEPA activities with the construction contractor, as appropriate. The Consultant will assist the Client to coordinate the NEPA activities as directed by the Client.

15. The Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the Project; including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. The Consultant shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, as these are solely the responsibility of the construction contractor. The Consultant shall not have the authority to stop the work of the construction contractor as this is the sole authority of the CLIENT.

Task 2. Construction Inspection

Consultant shall also provide an on-site Resident Project Representative during the duration of the Work. The Resident Project Representative shall:

1. Monitor the Work as an experienced and qualified technician or professional to observe the progress and quality of the various aspects of Contractor's work. Observation shall include spot checking, selective sampling, and similar methods of general observation of the work based on Consultant's exercise of professional judgment. Based on information obtained during the observation, Consultant shall determine in general if such work is proceeding in accordance with the Contract Documents and Consultant will endeavor to inform Client of the progress of the work.

2. Consultant shall not, while on-site, or as a result of observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for and failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Reference shall also be made to items A.10 to A.15 above.

3. Inspections and Tests. Require such special inspections or tests of the work as deemed reasonably necessary, and receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests.

4. Following notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Client and Contractor, conduct an inspection to determine if the Work is substantially complete. If Consultant observes apparent defects in the completed Work, the Consultant will assist Client in consultations and discussions with Contractor concerning correction of such defects and make recommendations as to replacement or correction of defective Work.

5. In company with CLIENT, Contractor, and Funding Agency perform a final inspection of the Project.

B. Time of Performance for Services. This project is anticipated to be completed by November 1, 2026.

C. Compensation for Services. The Services contained in this Amendment shall be billed as follows:

1. An amount equal to the cumulative hours charged to complete the Services by each class of Consultant's employees times the standard hourly charge rates for each applicable billing class as per the attached schedule of hourly charges ("schedule"). Overtime for non-exempt staff will be billed at 1.35 times the rates listed in the schedule. The schedule will be adjusted at the beginning of each calendar year. The costs for construction administration and inspection services, given construction unknowns at this time, is initially estimated as 11% of the construction costs of the entire project cost. For budget purposes the estimated costs for inspection services, given construction unknowns at this time, is $42,000.00.

2. Reimbursable expense items will be billed at the current charge rates and are subject to adjustment at the beginning of each calendar year.

3. For Repetitive and Extended travel, lodging (including taxes) plus meals and incidentals will be reimbursed at the actual costs up to the current GSA Per Diem rates based on the Project's location. If the only lodging available exceeds the current GSA Per Diem rate, the actual out-of-pocket costs will be invoiced. GSA Per Diem rates will be adjusted on October 1st of each year when the new rates are published.

4. Subcontracted services will be billed at actual cost-plus 10%.

D. Client's Responsibilities. Client's responsibilities in the completion of this Amendment are as follows:

1. General Obligations. All obligations as listed in the Agreement remain unchanged unless specifically changed in this Amendment or unless both parties mutually waive or modify such obligations in writing by a subsequent amendment to the Agreement or to this Amendment.

2. Task Related Obligations. Relative to the listed Tasks of this Amendment, the Client will provide a listing of Community offices which would be involved in the various data gathering and data review functions as noted. Such listing would include contact people, addresses, phone numbers, and a general note of interest which each such agency or office may have in this project.

3. Access to Client Data. The Client will assist the Engineer in securing access to pertinent Client records relative to the performance of this work.

4. Access to Lands. The Client will assist the Engineer in securing rights of entry upon lands relative to the performance of this work.

5. Timely Review. The Client will make timely review of material and interim report information and other data which needs Client approval upon receipt of such information from the Engineer. In all such instances the Engineer will advise the Client of time restraints, if any, which may apply to such reviews.

6. Payment Provisions. The Client will make prompt payment of bills which are submitted by the Engineer for authorized work of this Specific Authorization. However, prior to the first billing, the Engineer will provide to the Client a tentative billing schedule for the work of this Amendment. If the schedule becomes significantly altered during the course of the work, the Engineer will amend and resubmit a new payment schedule.

7. Client Supplied Work. For all Client Supplied Work, the Client agrees to perform and provide such work in a fashion and within a time frame which will not delay the Engineer from the successful and timely completion of this project. The Engineer agrees to notify the Client of time constraints, if any, which may apply to any such Client Supplied Work

Except as provided in this or previous Amendments, all other terms and conditions of the MSA shall remain in full force and effect. In the event of any conflict between the terms and conditions of the MSA and the terms and conditions of this or previous Amendments, the MSA shall control unless otherwise stated.

IN WITNESS WHEREOF, the parties hereto agree to modify the above-referenced Agreement as set forth in this Amendment, effective this 12 day of March, 2026.

CLIENT:		**CONSULTANT:**	
CITY OF DICKINSON, NORTH DAKOTA		BARTLETT & WEST, INC.	
By:	_____	By:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Date Signed:	_____	Date Signed:	_____

Asset Inventory, Management Plan, & Report

SRRWS Water Treatment Plant

Task	Ziegler, B Engineer VIII	Krebs, N Engineer IV	Huibregtse, J Proj. Coord. V	Kappes, T Ld Const Tech	Dick, J Eng. Tech V	
	$224	$178	$192	$159	$129	**Cost**
1. Construction Administration		16			16	$4,912
2. Construction Inspection	8	8	8	120		$23,832
3. Submittals & Change Orders		8			8	$2,456
4. Project Coordination/Management Tasks	16		16			$6,656
Totals	**24**	**32**	**24**	**120**	**24**	$37,856
Expenses: 2 Trips to WTP	**20 Nights Hotels @ $200/night = $4,000**					**$4,000**
					Total Estimated Fees	**$41,856**

Labor Category	Rate
Professional 2	$220
Professional 1	$215
Technical 2	$152
Technical 1	$112
Analyst	$200
Professional Engineer	$192

East Broadway Dam
US Army Corp of Engineers Memorandum of Agreement

Presented by: Kris Keller, Senior Engineer

CITY OF Dickinson North Dakota

East Broadway Dam – Vicinity Map





CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota

Engineering Memorandum

April 2, 2026

RE: April 7, 2026 Commission Meeting

H2S MITIGATION – TASK ORDER – H2S STUDY (202515)

For your consideration is a task order for a task order from Apex Engineering (Apex). Apex will work in conjunction with another firm, Webster Environmental (contract forthcoming on 4/21/2026 commission meeting), and the City to identify sources of & mitigation strategies for Hydrogen Sulfide (H2S). Apex's specific responsibilities are to install monitoring instrumentation, gather samples, field testing, and provide system insight.

H2S is a dangerous gas that develops in sanitary systems. The gas poses a safety risk to employees working on the waste water system and at the Water Reclamation Facility. Additionally, H2S creates corrosive conditions that damages the city's wastewater infrastructure (see project 202423 – Sanitary Manhole Repair).

The Apex portion of this engineering study estimated to be $40,000 on a time & material basis.

Apex Task Order: 2026-2

This task order was reviewed by the City Attorney.

The project will be funded by cash on hand.

The City Engineering staff recommends approval.

MEMORANDUM OF AGREEMENT
BETWEEN
THE U.S. ARMY CORPS OF ENGINEERS,
THE NORTH DAKOTA STATE HISTORIC PRESERVATION OFFICER, AND
THE CITY OF DICKINSON
REGARDING RESOLUTION OF THE ADVERSE EFFECTS OF THE DICKINSON EAST BROADWAY DAM (SHPO SITE NUMBER: 32SK898) REMOVAL PROJECT, STARK COUNTY, NORTH DAKOTA
(CORPS REFERENCE NUMBER NWO-2025-01133-BIS)

WHEREAS, The City of Dickinson is proposing to remove the East Broadway Dam (hereafter referred to as "the Dam") (32SK898) and install rock weirs in order to allow upstream fish passage, improve river connectivity, and improve river navigation safety. Sediment removal upstream of the dam and riverbank stabilization of a section of riverbank to protect against future erosion are also proposed; (Corps file number NWO-2025-01133-BIS); and

WHEREAS, U.S. Army Corps of Engineers (Corps) has been asked to verify that the Project is authorized, under Section 404 of the Clean Water Act, by Nationwide Permits #13, 27, 33 and 53 (Department of the Army Permit, hereafter referred to as DA Permit), thereby making the Project an Undertaking subject to review under Section 106 of the National Historic Preservation Act (54 U.S.C.306108) and implementing regulations (33 CFR 325 Appendix C and 36 CFR Part 800); and

WHEREAS, The Project is located on the Heart River in Section 3, Township 139 N, Range 96 W, in the City of Dickinson, Stark County, North Dakota; and

WHEREAS, the Corps has defined the area of potential effects (APE) as the direct impacts to the Heart River which includes all areas of permitted in-water activity, including upland areas where work is directly associated, integrally related, and would not occur but for the in-water authorized activity associated with the DA permit (see Appendix A); and

WHEREAS, the Corps has determined, and the North Dakota State Historic Preservation Officer (SHPO) has concurred that the East Broadway Dam (32SK898) is eligible for the National Registeer of Historic Places (NRHP) and the proposed removal of the Dam will be an "Adverse Effect to Historic Properties"; and

WHEREAS, in accordance with Section 106 of the National Historic Preservation Act, the Corps has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination providing the specified documentation and the ACHP has chosen not

to participate in the consultation; and

NOW, THEREFORE, the Corps, SHPO, and City of Dickinson agree that should the Undertaking move forward to construction, that the following Corps-enforced stipulations resolve adverse effects to historic properties associated with the Undertaking, and that these stipulations shall govern the Undertaking and all of its parts unless this MOA expires or is terminated.

Stipulations

The Corps will ensure that the City of Dickinson carries out the following stipulations, which are intended to mitigate the adverse effect of the removal of the Dam (32SK898):

1. Interpretive Panel.
   a. The City of Dickinson shall
      i. Provide and install an approved interpretative panel to be placed along the walking path near the East Broadway Dam within one year of the completion of the construction project.

         a. The panel narrative shall discuss the East Broadway Dam site and provide a Quick Response (QR) code to a City maintained website with additional historic content regarding the dam.

         b. The interpretative panel size, graphics, style, and reading comprehension level should conform, as close as practicable, to setting of the existing interpretive panels and environment at the historic site.

         c. Public access to the panel shall be reasonably maintained.

         d. In the event the interpretive panel is damaged beyond minor repair, up to a cumulative cost of $500, or when the panel graphics and narratives are no longer legible due to weathering, the City of Dickinson will be responsible for removal and disposal of the panel and reclamation of the panel footprint. The City of Dickinson will not be responsible for installing a new panel if the panel becomes no longer useable.

         e. Provide a draft of the narrative outline and narrative draft, as well as a draft of the panel for SHPO, and Corps review and approval. Provide one (1) digital copy and one (1) hardcopy of the final approved panel, with legible narratives, to the SHPO, and Corps.

         f. Submit the prepared information to the Living New Deal Website https://livingnewdeal.org/, one (1) digital copy and one (1) hardcopy of the final approved panel, with legible narratives, to both the following entities in Stark County, ND: Stark County Historical Society and the

City of Dickinson (ND) Public Library. These entities are free to accept the data in their preferred digital and/or hardcopy format(s) and are also free to reject the offer.

b. SHPO will provide input on the Interpretive Panel theme(s) and materials as well as review, comment, and approval of the outline, drafts and final product.

c. The Corps will provide input on the Interpretive Panel theme(s) and materials as well as review, comment, and approval of the outline, drafts and final product.

2. Annual Reporting. The City of Dickinson will email a yearly status update to the Signatories detailing the current status of any incomplete Stipulation, which will include any scheduling changes proposed, any problems encountered, and any disputes and objections. The annual report will be due by December 31st of each year until all stipulations are fulfilled.

3. Administrative Stipulations

a. Dispute Resolution.

Should any Signatory to this agreement object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the Corps shall consult with the objecting Signatory(ies) to resolve the objection. If the Corps determines, within a reasonable time, as agreed to by the Signatories, that such objection(s) cannot be resolved, the Corps will:

i. Forward all documentation relevant to the dispute to the ACHP in accordance with 36 CFR Section 800.2(b)(2). Upon receipt of adequate documentation, the ACHP shall review and advise the Corps on the resolution of the objection within 30 days. Any comment provided by the ACHP, and all comments from the parties to the MOA, will be taken into account by the Corps in reaching a final decision regarding the dispute.

ii. If the ACHP does not provide comments regarding the dispute within 30 days after receipt of adequate documentation, the Corps may render a decision regarding the dispute. In reaching its decision, the Corps will take into account all comments regarding the dispute from the parties to the MOA. The Corps will notify all Signatories of its decision in writing before implementing that portion of the Undertaking subject to dispute under this stipulation. The Corps decision will be final.

iii. The Corps' responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged

b. Amendments and Noncompliance.

If any signatory to this MOA determines that its terms will not or cannot be carried out or that an amendment to its terms must be made, that party shall

immediately consult with the other parties to develop an amendment to this MOA pursuant to 36 CFR §§800.6(c)(7) and 800.6(c)(8). The amendment will be effective on the date a copy signed by all of the original Signatories is filed with the Council. If the Signatories cannot agree to appropriate terms to amend the MOA, any Signatory may terminate the agreement in accordance with Stipulation 4e, below.

c. Primary Contact Information.

The contact information for each signatory to this MOA may be updated which shall not be considered an amendment to this MOA. An electronic message (email) exchanged among the contacts, indicating the updated information, shall be sufficient provided the signature authority for each Signatory is included in such communication.

d. Duration.

If the terms of this agreement have not been implemented within five (5) years of execution of the MOA, this agreement shall be considered null and void, unless the Signatories agree in writing to an extension for carrying out its terms. If this agreement is considered null and void, the Corps shall so notify the Signatories to this agreement, and if the City of Dickinson chooses to continue with the Undertaking, shall re-initiate review of the Undertaking.

e. Termination.

If this MOA is not amended following the consultation set out in Stipulation 3.b., it may be terminated by any signatory or invited signatory. Within 30 days following termination, the Corps shall notify the signatories if it will initiate consultation to execute an MOA with the signatories under 36 CFR §800.6(c)(1) or request the comments of the ACHP under 36 CFR §800.7(a) and proceed accordingly.

EXECUTION of this MOA by the Corps, SHPO, and City of Dickinson and implementation of its terms, is evidence that the Corps has taken into account the effects of the Undertaking on historic properties and has afforded the ACHP an opportunity to comment on the Undertaking and its effects on historic properties.

ALL obligations of the Corps under this agreement are subject to the availability of funds.

.

SIGNATORY PARTY

U.S. ARMY CORPS OF ENGINEERS, OMAHA DISTRICT

By: _____ **Date:** ___Month XX, 2026____
North Dakota State Program Manager, Regulatory Branch, Omaha District

Contact Info:
Benjamin Soiseth
North Dakota Regulatory Section Chief
U.S. Army Corps of Engineers, Omaha District
3319 University Drive
Bismarck, North Dakota 58504
(701) 255-0015
Benjamin.N.Soiseth@usace.army.mil

Note: Signatures continued on next page.

SIGNATORY PARTY

NORTH DAKOTA STATE HISTORIC PRESERVATION OFFICE

By: _____ Date: _____
State Historic Preservation Officer

Contact Info:

William Peterson, Ph.D.
State Historic Preservation Officer
State Historical Society of North Dakota
612 East Boulevard Avenue
Bismarck, North Dakota 58505-0830
(701)328-2666
BillPeterson@nd.gov

Note: Signatures continued on next page.

SIGNATORY PARTY

CITY OF DICKINSON

By: _____ Date: _____
Applicant

Contact Info:

Kristopher Keller
City of Dickinson
38 1st Street West
Dickinson, ND 58601

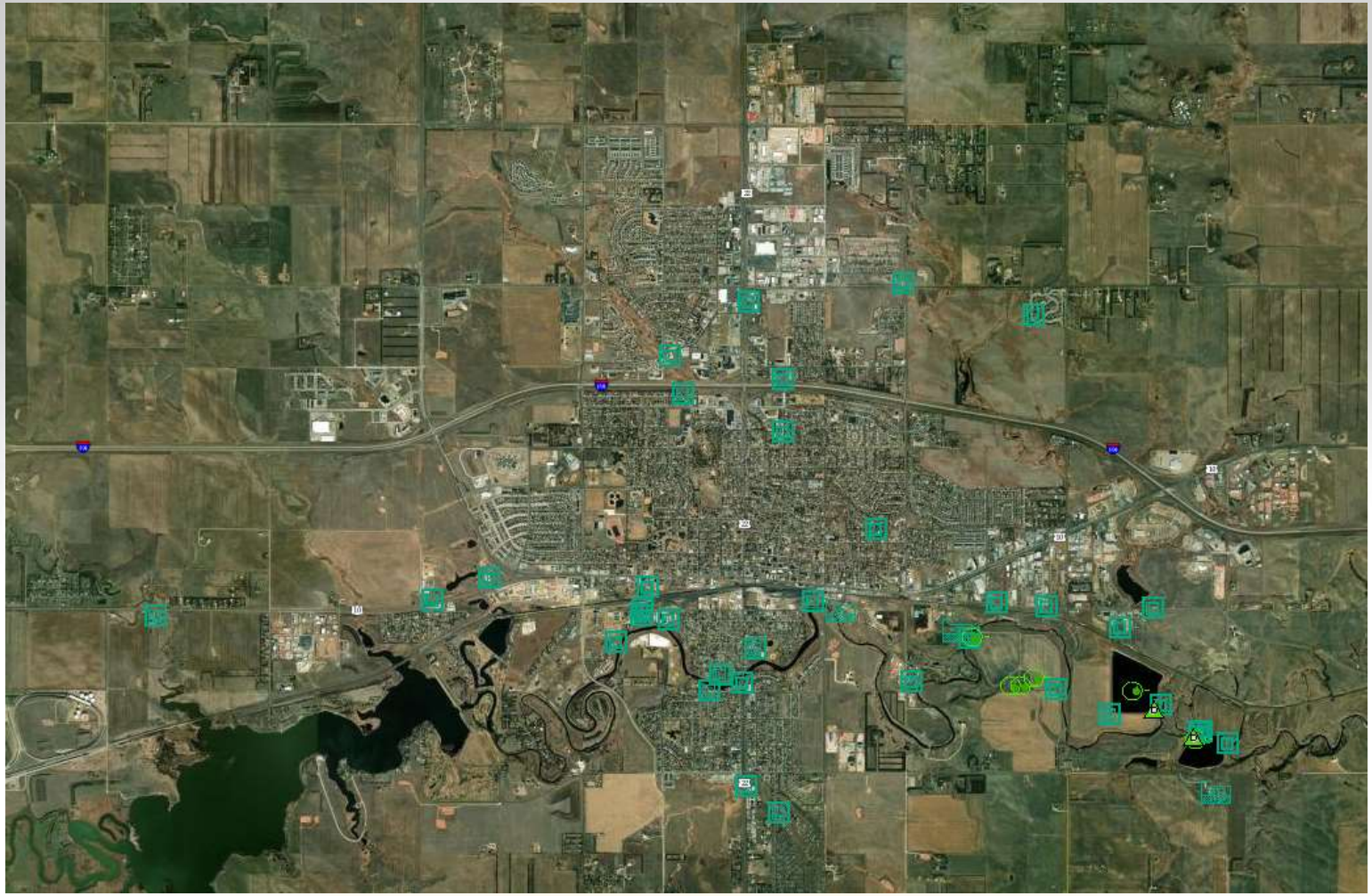
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H2S Mitigation
Apex Engineering Task Order

Presented by: Kris Keller, Senior Engineer

CITY OF Dickinson North Dakota

H2S Mitigation – Vicinity Map



CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota

Engineering Memorandum

April 2, 2026

RE: April 7, 2026 Commission Meeting

H2S MITIGATION – TASK ORDER – H2S STUDY (202515)

For your consideration is a task order for a task order from Apex Engineering (Apex). Apex will work in conjunction with another firm, Webster Environmental (contract forthcoming on 4/21/2026 commission meeting), and the City to identify sources of & mitigation strategies for Hydrogen Sulfide (H2S). Apex's specific responsibilities are to install monitoring instrumentation, gather samples, field testing, and provide system insight.

H2S is a dangerous gas that develops in sanitary systems. The gas poses a safety risk to employees working on the waste water system and at the Water Reclamation Facility. Additionally, H2S creates corrosive conditions that damages the city's wastewater infrastructure (see project 202423 – Sanitary Manhole Repair).

The Apex portion of this engineering study estimated to be $40,000 on a time & material basis.

Apex Task Order: 2026-2

This task order was reviewed by the City Attorney.

The project will be funded by cash on hand.

The City Engineering staff recommends approval.

TASK ORDER NO. 2026-2

This is Task Order No. **2026-2**, consisting of 3 pages.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated **January 20, 2026**, Owner and Engineer agree as follows:

1. TASK ORDER DATA

a.	Effective Date of Task Order:	**April 7, 2026**
b.	Owner:	**City of Dickinson, ND**
c.	Engineer:	**Apex Engineering Group, Inc.**
d.	Specific Project (title)	**Hydrogen Sulfide Mitigation Study**
e.	Specific Project (description):	**Project Management, Data Compilation, Site Reconnaissance, Monitoring Deployment, Field Operations, Field Verification, and Local Validation for Hydrogen Sulfide Mitigation Study and Report.**
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	**N/A**

2. SERVICES OF ENGINEER ("SCOPE")

A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:

B. ☒ Exhibit A to Task Order, "Engineer's Services for Task Order," as attached to this specific Task Order. 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. 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

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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.

3. 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/A**

4. TASK ORDER SCHEDULE

A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: **N/A – refer to Webster scope of services.**

5. 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. Study and Report Phase	$40,000	Hourly
TOTAL COMPENSATION (items 1 and 2)	$40,000	Hourly

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.

6. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:

A. None

7. EXHIBITS AND ATTACHMENTS:

A. Exhibit A to Task Order—Engineer's Services Under Task Order

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.

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OWNER:	ENGINEER:
By:	By: 
Print Name:	Print Name: Seth N. Lynne, PE
Title:	Title: Vice President
	Engineer's License or Firm's Certificate No. (if required): COCP #975
	State of: North Dakota
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name:	Name: Seth N. Lynne, PE
Title:	Title: Project Manager
Address:	Address: 4733 Amber Valley Parkway South Fargo, ND 58104
E-Mail Address:	E-Mail Address: Seth.Lynne@ApexEngGroup.com
Phone:	Phone: 701-373-7990
Date:	Date: March 25, 2026

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Water | Transportation| Municipal | Facilities

Attachment 1 to Task Order No. 2026-2

Hydrogen Sulfide Mitigation Study and Report Services

City of Dickinson, North Dakota
March 25, 2026

Engineer's Services:

Task Order No. 2026-2 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 sanitary collection system has experienced elevated hydrogen sulfide (H_2S) concentrations in recent years. Apex Engineering Group, Inc. (Apex) understands that elevated H_2S concentrations have been detected in various locations throughout the system, resulting in nuisance odors, accelerated infrastructure corrosion, and potential health and safety risks to personnel and the public.

To address these concerns, the City of Dickinson intends to hire the consultant team of Webster and Apex to perform a Hydrogen Sulfide Mitigation Study. The study will involve an investigation of the sanitary collection system to determine where and under what conditions H_2S is being generated. The consultant team will conduct field monitoring, including gas and liquid-phase sampling at key points such as manholes, lift stations, and forcemains. Data on temperature, pH, flow rates, retention times, and other parameters will be collected to assess the physical and chemical conditions that promote H_2S formation.

Additionally, the Webster-Apex Team will evaluate feasible mitigation alternatives, which may include chemical dosing (e.g., iron salts, nitrate compounds), aeration, pipeline modifications, or other odor and corrosion control strategies. Operational requirements and costs along with effectiveness of each option will be assessed.

Apex understands that Webster will lead the technical methodology, modeling, and mitigation design. Apex will lead field execution and regional implementation support. Apex's scope, outlined in the following pages, assumes two (2) monitoring periods (spring and late summer) will be conducted to provide data for the study's recommendations.

Task No. 1.0 – Project Management

Objective:

To provide management of engineers and technicians through all phases of the project, including contract administration and quality assurance / quality control. To provide a single point of contact for the City of Dickinson throughout the duration of the project.

Activities:

1. Review and execute task order amendment between City of Dickinson and Apex Engineering Group, Inc. (Apex).
2. Oversee Engineers and Technicians assigned to the project.
3. Attend and report at project update meetings, as necessary.
4. Provide communications and coordination between City of Dickinson, subconsultants (if required) and Apex.
5. Provide quality assurance/quality control throughout all phases of the project.

City of Dickinson Responsibilities:

- ✓ Execute amendment between City of Dickinson and Apex.
- ✓ Provide requested information in a timely manner.
- ✓ Attend project update meetings.
- ✓ Set Project Schedule with Webster.*

Apex Responsibilities and Deliverables:

- ✓ Review and execute amendment with City of Dickinson in a timely manner.
- ✓ Gather, organize, review and return (if applicable) any necessary information.
- ✓ Coordinate with Subconsultants, if so required.
- ✓ Schedule and attend project update meetings.
- ✓ Communicate with City of Dickinson on project updates and schedule.

* *Project schedule will be dictated by monitoring periods and report deliverable as determined by Webster and the City of Dickinson.*

Task No. 2.0 – Data Compilation & Site Reconnaissance

Objective:
Review historical data and compile GIS mapping. Determine areas of historical odor complaints and corrosion in sanitary collection system. Investigate sanitary collection system facilities to establish sampling protocol, including locations and frequency. Deliver System Data Package.

Activities:

1. Collect pertinent background information on collection system infrastructure including drawings, GIS data, plans, reports and manuals.
2. Review historical information including City's data historian, pump logs, and operational records.
3. Compile historical odor and corrosion locations in sanitary collection system.
4. Conduct field reconnaissance of candidate monitoring locations and confirm access constraints.

City of Dickinson Responsibilities:

- ✓ Provide requested information in a timely manner as requested.
- ✓ Provide and assist Apex with access to facilities, as required.
- ✓ Attend scheduled meetings.
- ✓ Review and provide comments on System Data Package deliverable in a timely manner.

Apex Responsibilities and Deliverables:

- ✓ Gather, organize, review, and return (if applicable) background information.
- ✓ Conduct meetings and interviews with City Staff.
- ✓ Visit and investigate sanitary collection system facilities.
- ✓ Review access constraints with City Personnel.
- ✓ Deliver System Data Package deliverable to City of Dickinson.

Task No. 3.0 – Monitoring Deployment & Field Operations

Objective:

Conduct sampling and data collection throughout the collection system to quantify odors. Provide weekly field reports to the City of Dickinson including monitoring log and raw data.

Activities:

1. Coordinate site access and traffic control.*
2. Perform confined space entry (as required).**
3. Install H_2S monitors.†
4. Install flow meters.††
5. Conduct grab sampling and field testing.†††
6. Maintain calibration logs and chain-of-custody documentation.
7. Provide weekly field reports.
8. Maintain equipment throughout monitoring periods.

City of Dickinson Responsibilities:

- ✓ Provide access to sanitary collection system infrastructure.
- ✓ Provide traffic control to assist Apex Personnel.

Apex Responsibilities and Deliverables:

- ✓ Review and confirm sampling protocol which includes recommended monitoring locations and frequency of analysis with Webster and City of Dickinson.
- ✓ Coordinate sampling with City of Dickinson Personnel.
- ✓ Provide sampling equipment and wastewater testing equipment.
- ✓ Conduct dissolved sulfide, pH, and temperature analyses at sample locations in sanitary collection system.
- ✓ Provide weekly field reports to the City of Dickinson including monitoring log and raw data.

* *City of Dickinson to provide traffic control assisting Apex with sample collection, if so required by the sample location.*

** *Apex does not have Field Personnel certified in confined space entry. Sampling by Apex will be conducted from unconfined spaces through the use of sampling equipment. If confined space entry is required, it shall be performed by City of Dickinson Personnel certified in confined space entry.*

† *Apex assumes H_2S monitors will be provided by Webster and installed by Apex Field Personnel.*

†† *Apex does not anticipate the need for flow meter installation, unless requested by Webster or Dickinson. If flow meters are required, Apex would hire a subconsultant to provide and install flow meters. Apex would then pass-through our flow meter subconsultant's costs directly to the City of Dickinson.*

††† *Apex will provide grab sampling and analysis of dissolved sulfides, temperature and pH. If additional parameters are required, Apex will collect grab samples, but analysis would be performed by either the City of Dickinson's WRF laboratory or a contract laboratory. If a contract laboratory is required, Apex would pass-through our contract laboratory's costs directly to the City of Dickinson.*

Task No. 4.0 – Field Verification & Local Validation

Objective:
Review sanitary collection system information and compile pipe slopes, forcemain lengths, and conditions and determine detentions times. Validate suspected source segments in the sanitary collection system. Document field conditions affecting modeling assumptions. Provide a field verification memorandum.

Activities:

1. Verify pipe slopes and detention times.
2. Confirm forcemain lengths and conditions.
3. Validate suspected source segments.*
4. Document field conditions affecting modeling assumptions.

City of Dickinson Responsibilities:

- ✓ Provide requested information in a timely manner as requested.
- ✓ Provide access to sanitary collection system infrastructure.
- ✓ Provide traffic control to assist Apex Personnel.
- ✓ Review and provide comments on field verification memorandum in a timely manner.

Possible Apex Responsibilities and Deliverables:

- ✓ Collect pertinent background information on collection system infrastructure.
- ✓ Calculate and verify detention times.
- ✓ Provide sampling equipment and wastewater testing equipment.
- ✓ Conduct dissolved sulfide, pH, and temperature analyses at sample locations in sanitary collection system.
- ✓ Use sampling data to validate modeling assumptions used by Webster.
- ✓ Develop and provide a field verification memorandum to the City of Dickinson.

* *Apex will provide grab sampling and analysis of dissolved sulfides, temperature and pH. If additional parameters are required, Apex will collect grab samples, but analysis would be performed by either the City of Dickinson's WRF laboratory or a contract laboratory. If a contract laboratory is required, Apex would pass-through our contract laboratory's costs directly to the City of Dickinson. Investigation of odor sources can be extensive, potentially requiring additional collection system grab and/or composite sampling, composite sampling of business/industrial sewer services and discharges, interviews with businesses/industries, evaluating industrial internal plumbing layouts, etc. which Apex will conduct as requested by the City of Dickinson on an hourly basis.*

Task No. 5.0 – Regulatory & Constructability Coordination

Objective:
Review Webster's report and findings to identify permit requirements for mitigation alternatives, local constructability issues and concerns, provide local contractor cost validation, and identify phasing constraints and operational impacts of report's recommendations. Coordinate with North Dakota Department of Environmental Quality (NDDEQ), as necessary.

Activities:

1. Coordinate with state environmental authorities (as needed).
2. Identify permit requirements for mitigation alternatives.
3. Review alternatives for local constructability.
4. Provide local contractor cost validation.
5. Identify phasing constraints and operational impacts.

City of Dickinson Responsibilities:

- ✓ Provide Webster's report and cost information to Apex in a timely manner.
- ✓ Review and provide comments on Regulatory and Constructability Summary in a timely manner.
- ✓ Attend scheduled meetings.

Apex Responsibilities and Deliverables:

- ✓ Coordinate with NDDEQ, as necessary, depending on project funding source.
- ✓ Identify any permitting requirements based on report's alternatives.
- ✓ Review and identify local constructability issues and/or concerns.
- ✓ Review Webster's capital and operational and maintenance (O&M) cost estimates.
- ✓ Identify phasing constraints of Webster's recommendations.
- ✓ Identify operational impacts to the WRF and/or sanitary collection system based on Webster's recommendations.
- ✓ Provide a Regulatory and Constructability Summary to the City of Dickinson.
- ✓ Schedule and attend summary meeting with City of Dickinson.

Section 50-75(b). – Commercial use of sidewalks, streets and public grounds restricted. (Relevant excerpts)

~~*Designated*~~*Approved Area:* means an area of public right-of-way or public property specifically set aside or approved by the City for use by mobile vendors and mobile ~~vendor vehicles~~food units. Information on approved areas shall be available from City Code Enforcement.

Ice Cream Truck means a motor vehicle utilized as the point of retail sales of pre-wrapped or prepackaged ice cream or similar frozen dessert products

Mobile Food Unit: means a trailer which may be moved by towing with a vehicle or a self-contained mobile food truck which is designed and used for displaying, cooking, keeping or storing any food or beverages for sale by a vendor. The mobile food unit must be inspected and approved by the Public Health Department/Environmental Health Division

Mobile Vendor Corridor: public streets where mobile vendors and mobile ~~vendor vehicles~~ food units are permitted to operate without special permission

CITY OF Dickinson North Dakota

Section 50-76(2): Mobile Vendor Regulations:

2) *Mobile vendors*. This section is only applicable to mobile vendors that do not meet the definition of a mobile food unit or ice cream truck. Mobile food units and ice cream trucks are subject to the regulations listed in Section 50-76(3).

   a. Mobile vendors that do not meet the definition of a mobile food unit or an ice cream truck may not display or sell food or merchandise on any public street, public alley or sidewalk or other public grounds outside of a permitted community event or festival.

CITY OF Dickinson North Dakota

Mobile Vendor Regulations (Continued):

b. Mobile vendors that do not meet the definition of a mobile food unit or ice cream truck may operate on private property within the following zoning districts without obtaining a license with the City, provided they have the permission of the property owner:

   i. Limited Commercial

   ii. Community Commercial

   iii. General Commercial

   iv. Limited Industrial

   v. Public

      2) If property is owned by the Park District, the applicant shall supply the Parks & Recreation division with all documentation as required by this section & acquire written approval proving they have permission to operate at the property

      3) If property is owned by the City of Dickinson, the applicant shall acquire written approval proving they have permission to operate the mobile food unit at the property. This does not apply to community events or festivals where the applicant has received a special event permit

c. Mobile vendors must comply with all other applicable federal, state, county, and city regulations and requirements.

CITY OF Dickinson North Dakota

Section 50-76(3): Mobile Food Unit Regulations:

3) *Mobile food units.* No person may set up or operate a mobile food unit without first obtaining a license from the City of Dickinson and must meet the requirements and conditions laid out in this section.

   a. This license may only be obtained if the Public Health Department has licensed the mobile food unit. A license shall be acquired even if the mobile food unit is only participating in a special event or festival

   b. Each license required by this section shall expire on January 31 of each year, regardless of the date of issuance. Licenses are non-transferable. There shall be a license fee as provided in the City Fee Schedule.

CITY OF Dickinson North Dakota

Mobile Food Unit Regulations (Continued):

c. At minimum, the information in the license application must contain:

1. Annual Fire & Safety inspection
2. Mobile Food Unit License from the public health department
3. Waste Management Plan
4. A certificate of insurance from a company licensed to do business in North Dakota evidencing that the applicant has general liability insurance policies in effect with limits of at least $250,000 per individual and $1,000,000 per occurrence
5. North Dakota Sales & Use Tax permit

d. Each application and license required by this Chapter shall clearly state that the applicant agrees to indemnify and hold the city harmless from any and all claims, demands or causes of action which may result from placement of outdoor patio areas, mobile vendors, sale of merchandise or sign on public property. The applicant shall, at the time of making application for the license, provide proof of insurance to cover the risk of injury to person or property, including but not limited to public street, alley, sidewalk, public right-of-way or other public grounds or property owned or controlled by the City, caused by the presence of items on public property. Said insurance shall provide minimum coverage for bodily injury of $1,000,000 per occurrence and in the aggregate. Such insurance shall be issued by an insurance company authorized to conduct business in the State of North Dakota, and the City of Dickinson shall be listed as a Certificate Holder on each such policy of insurance. Any license issued under this Chapter shall immediately and automatically expire upon lapse or termination of said policy.

CITY OF Dickinson North Dakota

Mobile Food Unit Regulations (Continued):

e. A mobile food unit may operate in the following zoning districts, off of the public street, subject to all regulations in this section:
   1. Limited Commercial
   2. Community Commercial
   3. General Commercial
   4. Limited Industrial
   5. Public
      i. If property is owned by the Park District, the applicant shall supply the Parks & Recreation division with all documentation as required by this section & acquire written approval proving they have permission to operate the mobile food unit at the property
      ii. If property is owned by the City of Dickinson, the applicant shall acquire written approval proving they have permission to operate the mobile food unit at the property. This does not apply to community events or festivals where the applicant has received a special event permit or approved areas

f. Mobile food units looking to operate in public right-of-way adjacent to the Downtown Commercial (DC) zoning district must obtain a temporary use permit prior to operating.

CITY OF Dickinson North Dakota

Mobile Food Unit Regulations (Continued):

g. For each license issued in compliance with this Section, Code Enforcement will issue two license decals. License decals shall be affixed to the vehicle in a way that they are visible from both the sidewalk and street when parked. Failure to display the decal shall be a violation of this Section.

h. A mobile vendor may not grill, barbeque or smoke food within 50 feet from any entrance of any building without first obtaining the written permission of the building owner and tenant(s) served by those entrances

i. A mobile food unit shall not be parked closer than 50 feet from a restaurant without first obtaining the written permission of the building owner

j. Exhaust from equipment shall be a minimum of 10 feet from structures

k. The license holder shall be responsible for the maintenance, upkeep and security of the mobile food unit. Skirting of the mobile food unit is not allowed

l. The license holder shall comply with all noise regulations set forth in the City of Dickinson Municipal Code

m. A mobile vendor may not set up chairs, tables or other temporary seating in the public right-of-way. Chairs, tables, or other temporary seating may be set up on private property with written permission from the property owner

n. A mobile vendor shall be responsible to remove any garbage, spills or stains or repair any damage resulting from its operations.

CITY OF Dickinson North Dakota

Mobile Food Unit Regulations (Continued):

o. A mobile vendor may not leave a mobile food unit or pushcart unattended at approved areas of operation unless otherwise designated in the multi-day Special Event Permit

p. A mobile vendor may not operate within 500 feet of a special event licensed through the City. This does not apply to mobile vendors listed on the Special Event Permit that are taking part in the permitted event

q. A mobile food unit may not interfere with the required off-street parking for the approved area as required by the City of Dickinson Municipal Code

r. Parking on streets is permitted within the Mobile Vendor Corridor provided it is in compliance with all ordinances, regulations, parking zones and posted signage and shall not hinder the lawful parking or operation of other vehicles

    1. A mobile food unit must locate the vending window open to the public sidewalk and as close as possible to the curb

s. Mobile food units must be mobile and must be removed from ~~the street or from the location where food is sold during those hours~~ approved areas when not open for business. Mobile food units may remain overnight on private property provided written permission has been obtained form the property owner. The mobile food unit shall not function as a permanent structure

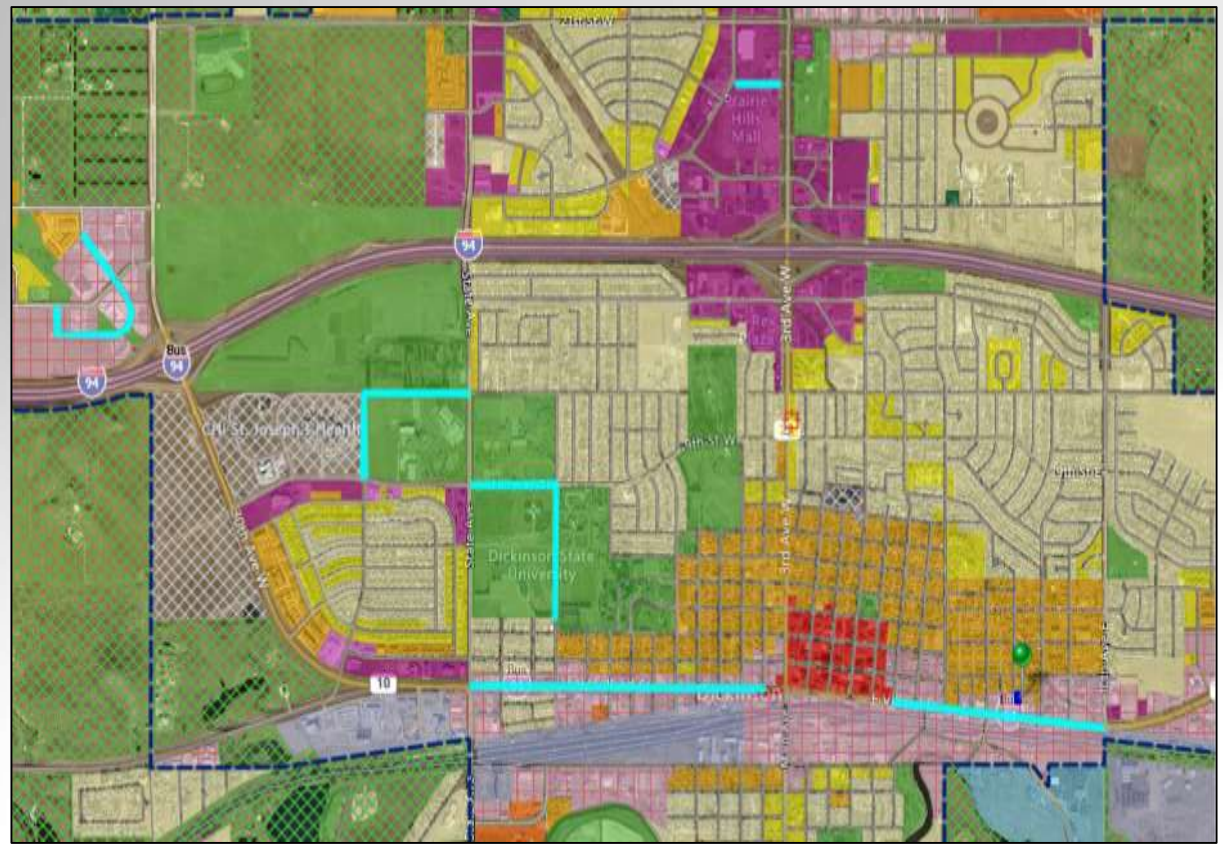
t. Ice cream trucks shall be permitted to operate on streets with a speed limit of 25 mph or less outside of the Downtown District

CITY OF Dickinson North Dakota

Mobile Food Unit Penalties:

u. Penalty for ordinance violations. Any license issued pursuant to this section may be suspended or revoked by the Building Official or their designee for violating any of the provisions of this chapter. Any licensee or agent or employee of a licensee who has violated any provisions of this chapter shall be subject to the following penalties:
    u. First offense: $250 administrative fine
    v. Second Offense: $500 administrative fine
    w. Third Offense: $750 administrative fine & license revocation
        u. If an applicant wishes to contest a revocation, they shall submit a written request to the Building Official or their designee to be brought forward for a public hearing in front of City Commission regarding overturning the revocation or denial. The City Commission may overturn a license denial or revocation with a simple majority vote and resolution.
        v. In the event that a license is revoked due to the applicant violating one of the rules outlined above, the applicant may not apply for a new license until at least six (6) months have passed. An applicant having had multiple license revocations in the past may serve as justification to deny a new license application.
v. The Police Department may remove or cause to be removed any mobile food unit in violation of this section within the public right-of way after having notified in writing the owner of the mobile food unit of the intention to do so at least 48 hours prior to such removal.

Food Truck Corridor & Approved Areas Maps:



Food Truck Corridor (highlighted in teal)



Additional Approved Areas

CITY OF Dickinson North Dakota

Comments? Questions?

CITY OF Dickinson North Dakota

Food Truck License Text Amendment Staff Report

To: City of Dickinson Planning and Zoning Commissioners
From: City of Dickinson Community Development Services
Date: March 4, 2026
Re: ZTA-006-2026 Section 50 – Food Truck License

APPLICANT
Name: City of Dickinson Community Development
Address: 38 1st Street West
City: Dickinson North Dakota 58601

Public Hearing	March 11, 2026	Planning and Zoning Commission
Public Hearing	March 24, 2026	City Commission
Final Consideration	April 7, 2026	City Commission

Community Development staff is requesting approval of text amendments to Section 50-75 – Commercial use of sidewalks, streets and public grounds restricted, and to Section 50-76 – Permitted uses of sidewalks, streets, or other public grounds, in Chapter 50-Streets, Sidewalks and Other Public Places, of the Dickinson Municipal Code, to update the definitions and licensing procedures relating to mobile vendors and mobile food units.

Staff recommendation: Staff recommends approval of these text amendments.

The proposed ordinance amending Chapter 50 addressing licensing mobile food units is included with this staff report.

STAFF ANALYSIS

BACKGROUND

In March of 2025, at the request of the City Commission, Community Development staff reviewed the existing process for licensing food trucks in Dickinson. Community Development staff established a small task force including representatives from the Code Enforcement, Planning, Public Works, Fire, and Police Departments to review the existing ordinance, research how other communities permit or license food trucks, and address potential changes to the regulations and licensing process.

COMPATIBILITY, COMPLIANCE, AND RECOMMENDATIONS

Compatibility with the Municipal Code

The Dickinson Municipal Code defines a mobile vendor vehicle as "*a trailer which may be moved by towing with a vehicle or a self-contained mobile food truck which is designed and used for displaying, cooking, keeping or storing any food, beverages, merchandise or other articles for sale by a vendor. To the extent a mobile vendor vehicle is used for preparing, displaying, cooking, keeping or storing food or beverages, the mobile vendor vehicle must be inspected and approved by the Public Health Department/Environmental Health Division*". The North Dakota Department of Health refers to mobile vendor vehicles as 'mobile food units', so City staff is proposing to update the mobile vendor vehicle definition to reflect that change. Additionally, City staff is looking to establish definitions for approved areas, ice cream trucks, and the mobile food truck corridor.

The proposed ordinance establishes approved areas and a mobile food unit corridor that allow for mobile food units to operate. A license will be required for any mobile food units operating in an approved area or within the mobile food unit corridor, but no prior notice to or approval by the City regarding operations will be required. The ordinance also licenses the continued operation of ice cream trucks along rights-of-way with a speed limit of 25mph, and allows for operations of mobile vendors that do not meet the definition of a mobile food unit or ice cream trucks without a license on private property within the Limited Commercial (LC), Community Commercial (CC), General Commercial (GC) and Public (P) zoning districts with the approval of the property owner.

Enforcement of the proposed ordinance would be handled cooperatively by code enforcement and the Dickinson Police Department. Code enforcement handles any infractions taking place on private property while the police department handles any unlicensed operations in the right-of-way.

PUBLIC INPUT AND STAFF RECOMMENDATION

Public Input: Community Development staff held a public engagement meeting on Monday, February 2nd, 2026, and reached out the current food truck operators in town for feedback. During this meeting, there were discussions over whether to allow overnight parking for food trucks involved in special events, and it was decided that a food truck can operate within 50 feet of the entrance to a business provided they have the written permission of the business owner.

Staff Recommendation: The City Development Team staff recommends **approval** of ZTA-006-2026.

MOTIONS:

*****Approval*****

"I move the City of Dickinson Planning and Zoning Commission recommend approval of **ZTA-006-2026: The Food Truck License Text 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 **ZTA-006-2026: The Food Truck License Text 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. 2026

AN ORDINANCE AMENDING AND RE-ENACTING CHAPTER 50, RELATING TO MOBILE FOOD UNIT REGULATIONS AND LICENSING PROCEDURE

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

SECTION 1: Section 50-75. – Commercial use of sidewalks, streets and public grounds restricted. of Chapter 50 of the Municipal Code of the City of Dickinson is hereby amended and re-enacted as follows:

Sec. 50-75. – Commercial use of sidewalks, streets and public grounds restricted.

a) *Prohibition*. Except as authorized by this article for locations within the DC District and the Mobile Food Unit Corridor, no person, firm, or entity shall sell, offer, or expose for sale any food, goods, wares, or merchandise, upon any public street, alley, sidewalk, public right-of-way or other public grounds owned or controlled by the City.
b) *Definitions*. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Approved area means an area of public right-of-way or public property specifically set aside or approved by the City for use by mobile vendors and mobile food units. Information on approved areas shall be available from City Code Enforcement.

Adjacent to, as it relates to patio areas, means an area on the public sidewalk defined as the space between two lines, each drawn from the ends of a building or portion of a building housing a business, perpendicular to the right-of-way.

Cooking means the preparation of food through the use of heat by boiling, baking, roasting, microwaving, frying, grilling, smoking or any other method using heat.

~~*Designated area* means an area of public right-of-way or public property specifically set aside or designated by the City for use by mobile vendors. The boundaries and rules for use of each designated area shall be as shown by maps or diagrams produced by the City and available from City Engineering or City Administration.~~

Downtown Commercial District means the area of the zoning district entitled, "Downtown Commercial District," pursuant to Chapter 62, Article IV.

Food includes any food item meant for human consumption and any beverage meant for human consumption.

Grilling means the cooking of raw animal products such as meat, poultry or fish or vegetables on a flat top or charbroil style high-heat surface designed for such purpose, but

does not include smoking, deep-fat frying, wok or skillet-style cooking, rotisserie-style cooking or any other type of cooking.

Ice cream truck means a motor vehicle utilized as the point of retail sales of pre-wrapped or prepackaged ice cream or similar frozen dessert products

Merchandise includes, but is not limited to, plants, flowers, wearing apparel, jewelry, ornaments, artwork, household or office supplies or other goods or wares, and excepting food or beverages of any kind.

Mobile food unit means a trailer which may be moved by towing with a vehicle or a self-contained mobile food truck which is designed and used for displaying, cooking, keeping or storing any food or beverages for sale by a vendor. The mobile food unit must be inspected and approved by the Public Health Department/Environmental Health Division.

Mobile vendor means any person or entity engaged in the business of preparing or serving food or merchandise from a pushcart or a mobile ~~vendor vehicle~~food unit.

Mobile Food Unit Corridor includes public streets where mobile food units are permitted to operate without special permission.

~~*Mobile vendor vehicle* means a trailer which may be moved by towing with a vehicle or a self-contained mobile food truck which is designed and used for displaying, cooking, keeping or storing any food, beverages, merchandise or other articles for sale by a vendor. To the extent a mobile vendor vehicle is used for preparing, displaying, cooking, keeping or storing food or beverages, the mobile vendor vehicle must be inspected and approved by the Public Health Department/Environmental Health Division.~~

Outdoor merchandise area means an area in front of or adjacent to a retail business where merchandise is located on a public sidewalk for the purpose of displaying, exhibiting, selling or offering merchandise for sale.

Outdoor patio area means an area in front of or adjacent to a business maintaining a liquor license, a restaurant license or limited restaurant license issued by the City and located on a public sidewalk whereon tables, chairs or benches are placed for the purposes of serving food and/or alcoholic beverages.

Pushcart means a wheeled cart which may be moved by hand by one person without the assistance of a motor and which is designed and used for displaying, cooking, keeping or storing any food, beverages or other articles for sale by a vendor. To the extent a pushcart is used for displaying, keeping or storing food or beverages, the pushcart must be inspected and approved by the Public Health Department/Environmental Health Division.

c) Term and fee. Each permit required by this chapter unless otherwise stated shall expire on December 31 of each year, unless revoked by the City, regardless of the date of issuance. There shall be an application fee for permits issued under this chapter as provided in the City fee schedule.

d) Indemnity. Each application and permit required by this chapter shall clearly state that the applicant agrees to indemnify and hold the City harmless from any and all claims, demands or causes of action which may result from placement of outdoor patio areas, mobile vendors, sale of merchandise or sign on public property. The applicant shall, at the time of making application for the permit, provide proof of insurance to cover the risk of injury to person or property, including, but not limited to, public streets, alleys, sidewalks, public rights-of-way or other public grounds or property owned or controlled by the City, caused by the presence of items on public property. Said insurance shall provide minimum coverage for bodily injury of $1,000,000.00 per occurrence and in the aggregate. Such insurance shall be issued by an insurance company authorized to conduct business in the State, and the City shall be listed as a certificate holder on each such policy of insurance. Any license issued under this chapter shall immediately and automatically expire upon lapse or termination of said policy.

SECTION 2: Section 50-76. – Permitted uses of sidewalks, streets, or other public grounds. of Chapter 50 of the Municipal Code of the City of Dickinson is hereby amended and re-enacted as follows:

Sec. 50-76. – Permitted uses of sidewalks, streets, or other public grounds.

Except as allowed under the provisions of this chapter or as part of a permitted community event or festival within the DC District, it shall be unlawful for any person to sell, offer for sale or order, any food, goods, wares, merchandise, mechanical devices, animals or any other article of any kind whatsoever, by whatever name called, upon any public street, alley, sidewalk, public right-of-way or other City-owned or -controlled public grounds without a permit issued by the City.

1) *Outdoor patio areas*. No person may own, set up or operate an outdoor patio area on any public sidewalk without first obtaining a permit from the City. An application for an outdoor patio area and minimum rules for sidewalk clearances and border heights is available from the Building and Codes Department. Food and beverages may be sold in outdoor patio areas on the public sidewalks only pursuant to a permit issued by the City. An outdoor patio area must be adjacent to the business that has received the permit to operate the outdoor patio area. This section shall not apply to an outdoor patio area that is part of a permitted community event or festival. Permit holders for outdoor patio areas and their employees shall meet the following:
    a. The permit holder shall set up the outdoor patio area, including, but not limited to, the furniture, canopies, fencing and/or other accessories used for the outdoor patio area, only in the area designated by the City in the permit. An outdoor patio area may not include a roadway or alley. The outdoor patio area shall not impede, endanger or interfere with pedestrian or vehicular traffic. The City shall set minimum sidewalk standards with regard to obstructions located in the clear space required by this section.
    b. Furniture, canopies, fencing and/or other accessories used for the outdoor patio area shall be located so that a minimum of 48 consecutive inches of unobstructed

clear space for pedestrian travel within the pedestrian way, or the minimum required by the Americans with Disabilities Act, if greater, is maintained at all times.

c. The permit holder shall provide proper containers or some other means for the collection of waste and trash within the outdoor dining area permitted. The permit holder shall keep the immediate area around the outdoor dining area and the outdoor patio area clean of garbage, trash, paper, cups, cans, litter, or other spillage associated with the operation of the outdoor dining area. All waste and trash shall be properly disposed of by the permit holder.
d. The permit holder shall comply with all City health and other applicable regulatory agency requirements, including, but not limited to, the requirements for food service. The permit holder shall display in a conspicuous location all such required permits and/or licenses and shall provide copies of those permits and/or licenses to the City prior to issuance of a permit for an outdoor patio area by the City. The permit holder shall renew the permit annually. The permit holder shall continuously maintain the required approvals, permits and/or licenses and provide evidence to the City upon request.
e. The permit holder shall be responsible for the maintenance, upkeep, security, and safe condition of the furniture and accessories of the outdoor patio area and the City shall not be responsible for the same.
f. The permit holder shall not have on the premises any bell, siren, horn, loudspeaker or any similar device to attract the attention of possible customers nor shall the permit holder use any such device to attract attention.
g. Employees of the permit holder for the outdoor dining area shall not consume alcoholic beverages while working in the outdoor patio area.
h. For any outdoor patio area where alcoholic beverages are served, the permit holder shall comply with all State and local regulations for the sale, possession and/or consumption of alcoholic beverages and shall provide the City with a diagram and/or plans showing the location of the outdoor patio area where alcoholic beverages will be served. In addition, the area where alcoholic beverages are sold, possessed and/or consumed must be effectively bordered by a partition, temporary fence or other rigid device designed and intended to separate the outdoor patio area from passersby.
i. The permit holder shall not post any signs or other advertisements on any partitions, fences or other device designed and intended to separate the outdoor patio area from passersby.
j. The permit holder shall comply with the prohibitions on disturbing, annoying and unnecessary noises set forth in Chapter 38, Article IV.
k. The design of the furniture, canopies, fencing and/or other accessories, including a border required for an outdoor patio area by Subsection (1)h of this section, must be approved by the City prior to a permit being issued. The applicant must provide a scaled site plan including dimensions of the design of the furniture and

accessories to be used for the outdoor patio area as part of the application for a permit.

l. Tables, chairs, fences or dividers and any other structure or item placed on the sidewalk must be removed by November 1 each year and may not be set out until April 1 each year unless different dates are specifically allowed by the City Administrator.

m. Cooking or food preparation shall not be allowed in outdoor dining areas. Self-service food outdoors is allowed if approved by the Public Health Department/Environmental Health Division.

n. No outdoor patio area equipment or furniture may be placed in such a manner as to obstruct a building exit.

~~2) *Mobile vendors.* A mobile vendor may not cook, prepare, display, or sell food or merchandise on any public street, public alley or sidewalk or other public grounds except as allowed by this section. Upon application and receipt of a permit to do so issued by the City, a mobile vendor may, cook, prepare, display, or sell food or merchandise in or on any designated area that has been specifically identified by the City for that use. No mobile vendor shall locate or operate in an area of the City not zoned for the sale of prepared food or merchandise. This section shall not apply to a mobile vendor that is part of a permitted community event or festival. Permit holders for mobile vendors and their employees shall meet the following:~~

~~a. A mobile vendor may locate a mobile vendor vehicle or pushcart and operate in any designated area between the hours designated by the City for each designated area. Designated areas may be used from May 1 through October 31 each year. Designated areas are available to any permitted mobile vendor on a first-come, first-served basis. A mobile vendor may not reserve, occupy or otherwise attempt to hold a designated area prior to the time requirements set forth above.~~

~~b. A mobile vendor may not grill, barbeque or smoke food within 50 feet from any entrance of any building without first obtaining the written permission of the building owner and tenants served by those entrances.~~

~~c. A mobile vendor must provide and deploy portable lighting adequate to illuminate the vicinity of the mobile vendor vehicle or pushcart.~~

~~d. A mobile vendor may not set up chairs, tables or other temporary seating in a designated area.~~

~~e. A mobile vendor shall be responsible to remove any garbage, spills or stains or to repair any damage to the designated area resulting from its operations, and shall be prohibited from any dumping into the storm sewers.~~

~~f. A mobile vendor may not leave a mobile vendor vehicle or pushcart in a designated area unattended or overnight.~~

~~g. A mobile vendor wishing to utilize the City's designated areas to sell food or merchandise shall make application for a mobile vendor license on an application which is available from the Building and Codes Department. At a minimum, the information in the application must contain:~~

1. ~~For the sale of food, a letter from the Public Health Department/Environmental Health Division stating that the mobile vendor vehicle or pushcart has been inspected and approved.~~
2. ~~A certificate of insurance from a company licensed to do business in the State evidencing that the applicant has general liability insurance policies in effect with limits of at least $250,000.00 per individual and $1,000,000.00 per occurrence.~~
3. ~~A mobile vendor failing to comply with any State law, City ordinance or policy adopted by the City is subject to permit suspension or revocation upon the order of the Board of City Commissioners.~~

2) *Mobile vendors*. This section is only applicable to mobile vendors that do not meet the definition of a mobile food unit or ice cream truck. Mobile food units and ice cream trucks are subject to the regulations listed in Section 50-76(3).
    a. Mobile vendors that do not meet the definition of a mobile food unit or an ice cream truck may not display or sell food or merchandise on any public street, public alley or sidewalk or other public grounds outside of a permitted community event or festival.
    b. Mobile vendors that do not meet the definition of a mobile food unit or ice cream truck may operate on private property within the following zoning districts without obtaining a license with the City, provided they have the permission of the property owner:
        i. Limited Commercial
        ii. Community Commercial
        iii. General Commercial
        iv. Limited Industrial
        v. Public
            1. If property is owned by the Park District, the applicant shall supply the Parks & Recreation division with all documentation as required by this section & acquire written approval proving they have permission to operate at the property
            2. If property is owned by the City of Dickinson, the applicant shall acquire written approval proving they have permission to operate the mobile food unit at the property. This does not apply to community events or festivals where the applicant has received a special event permit
    c. Mobile vendors must comply with all other applicable federal, state, county, and city regulations and requirements.
3) *Mobile food units.* No person may set up or operate a mobile food unit without first obtaining a license from the City of Dickinson and must meet the requirements and conditions laid out in this section.
    a. This license may only be obtained if the Public Health Department has licensed the mobile food unit. A license shall be acquired even if the mobile food unit is only participating in a special event or festival

b. Each license required by this section shall expire on January 31 of each year, regardless of the date of issuance. Licenses are non-transferable. There shall be a license fee as provided in the City Fee Schedule.
c. At minimum, the information in the license application must contain:
    1. Annual Fire & Safety inspection
    2. Mobile Food Unit License from the public health department
    3. Waste Management Plan
    4. A certificate of insurance from a company licensed to do business in North Dakota evidencing that the applicant has general liability insurance policies in effect with limits of at least $250,000 per individual and $1,000,000 per occurrence
    5. North Dakota Sales & Use Tax permit
d. Each application and license required by this Chapter shall clearly state that the applicant agrees to indemnify and hold the city harmless from any and all claims, demands or causes of action which may result from placement of outdoor patio areas, mobile vendors, sale of merchandise or sign on public property. The applicant shall, at the time of making application for the license, provide proof of insurance to cover the risk of injury to person or property, including but not limited to public street, alley, sidewalk, public right-of-way or other public grounds or property owned or controlled by the City, caused by the presence of items on public property. Said insurance shall provide minimum coverage for bodily injury of $1,000,000 per occurrence and in the aggregate. Such insurance shall be issued by an insurance company authorized to conduct business in the State of North Dakota, and the City of Dickinson shall be listed as a Certificate Holder on each such policy of insurance. Any license issued under this Chapter shall immediately and automatically expire upon lapse or termination of said policy.
e. A mobile food unit may operate in the following zoning districts, off of the public street, subject to all regulations in this section:
    1. Limited Commercial
    2. Community Commercial
    3. General Commercial
    4. Limited Industrial
    5. Public
        i. If property is owned by the Park District, the applicant shall supply the Parks & Recreation division with all documentation as required by this section & acquire written approval proving they have permission to operate the mobile food unit at the property
        ii. If property is owned by the City of Dickinson, the applicant shall acquire written approval proving they have permission to operate the mobile food unit at the property. This does not apply to community events or festivals where the applicant has received a special event permit or approved areas

f. Mobile food units looking to operate in public right-of-way adjacent to the Downtown Commercial (DC) zoning district must obtain a temporary use permit prior to operating.
g. For each license issued in compliance with this Section, Code Enforcement will issue two license decals. License decals shall be affixed to the vehicle in a way that they are visible from both the sidewalk and street when parked. Failure to display the decal shall be a violation of this Section.
h. A mobile food unit may not grill, barbeque or smoke food within 50 feet from any entrance of any building without first obtaining the written permission of the building owner and tenant(s) served by those entrances
i. A mobile food unit shall not be parked closer than 50 feet from a restaurant without first obtaining the written permission of the building owner
j. Exhaust from equipment shall be a minimum of 10 feet from structures
k. The license holder shall be responsible for the maintenance, upkeep and security of the mobile food unit. Skirting of the mobile food unit is not allowed
l. The license holder shall comply with all noise regulations set forth in the City of Dickinson Municipal Code
m. A mobile food unit may not set up chairs, tables or other temporary seating in the public right-of-way. Chairs, tables, or other temporary seating may be set up on private property with written permission from the property owner
n. A mobile food unit shall be responsible to remove any garbage, spills or stains or repair any damage resulting from its operations.
o. A mobile food unit may not leave a mobile food unit or pushcart unattended at approved areas of operation
p. A mobile food unit may not operate within 500 feet of a special event licensed through the City. This does not apply to mobile vendors listed on the Special Event Permit that are taking part in the permitted event
q. A mobile food unit may not interfere with the required off-street parking for the approved area as required by the City of Dickinson Municipal Code
r. Parking on streets is permitted within the Mobile Food Unit Corridor provided it is in compliance with all ordinances, regulations, parking zones and posted signage and shall not hinder the lawful parking or operation of other vehicle
    1. A mobile food unit must locate the vending window open to the public sidewalk and as close as possible to the curb
s. Mobile food units must be mobile and must be removed from approved areas when not open for business. in the public right-of-way. Chairs, tables, or other temporary seating may be set up on private property with written permission from the property owner. The mobile food unit shall not function as a permanent structure
t. Ice cream trucks shall be permitted to operate on streets with a speed limit of 25 mph or less outside of the Downtown District
u. *Penalty for ordinance violations*. Any license issued pursuant to this section may be suspended or revoked by the Building Official or their designee for violating

any of the provisions of this chapter. Any licensee or agent or employee of a licensee who has violated any provisions of this chapter shall be subject to the following penalties:

1. First offense: $250 administrative fine
2. Second Offense: $500 administrative fine
3. Third Offense: $750 administrative fine & license revocation
    i. If an applicant wishes to contest a revocation, they shall submit a written request to the Building Official or their designee to be brought forward for a public hearing in front of City Commission regarding overturning the revocation or denial. The City Commission may overturn a license denial or revocation with a simple majority vote and resolution.
    ii. In the event that a license is revoked due to the applicant violating one of the rules outlined above, the applicant may not apply for a new license until at least six (6) months have passed. An applicant having had multiple license revocations in the past may serve as justification to deny a new license application.

v. The Police Department may remove or cause to be removed any mobile food unit in violation of this section within the public right-of way after having notified in writing the owner of the mobile food unit of the intention to do so at least 48 hours prior to such removal.

4) *Use of the sidewalk by an adjacent business for sale of merchandise*. Merchandise may not be sold on any public street, alley, sidewalk, public right-of-way or other public grounds in the City except as part of a permitted community event or festival or except pursuant to a permit for the temporary use of the sidewalk within the DC District issued by the City. An application for a permit to use the sidewalk to sell merchandise shall be available from the Building and Codes Department.

a. A permit to sell merchandise shall not be issued unless the proposed location is adjacent to the applicant's business and shall be located so that they do not impede, endanger or interfere with pedestrian or vehicular traffic.
b. A minimum of 48 consecutive inches of unobstructed clearance within the pedestrian way, or the minimum required by the Americans with Disabilities Act, if greater, must be maintained at all times.
c. Merchandise and the fixtures or devices on which the merchandise is displayed must not block regulatory signs, crosswalks or intersections and shall be sufficiently lit during times of low light in order to provide for safe pedestrian passage alongside the outdoor merchandise area.
d. All merchandise located within an outdoor merchandise area shall be placed so that the outdoor merchandise and the fixtures or devices on which the merchandise is displayed are stable and not easily tipped and do not include sharp edges, protrusions, or other features which may be hazardous to the public.
e. All displays of merchandise within the outdoor merchandise area must meet a minimum height of 28 inches tall or of sufficient size or height so that safe

pedestrian traffic is not impeded or must comply with the requirements of the Americans with Disabilities Act, whichever requirement is more restrictive.

f. All merchandise and the fixtures or devices on which the merchandise is displayed shall be moved inside the building or structure wherein the retail business is located during inclement weather, including, but not limited to, heavy rain, wind, ice or snow.
g. All merchandise and the fixtures or devises on which the merchandise is displayed must be secured so that it may not be dislodged during windy or stormy weather prior to being moved inside the building or structure wherein the retail business is located.
h. Outdoor merchandise areas shall not include merchandising of any live animals.
i. Alcoholic beverages may not be displayed or sold from outdoor merchandise areas.

5) *Pedestrian signs*. Pedestrian signs may be on a public sidewalk that is at least six feet in width, provided the dimensions and proposed location of the sign meet the following standards and provided a permit is obtained pursuant to Chapter 62, Article II, Division 1:
   a. A sign permit shall not be issued unless the proposed location is adjacent to the applicant's business and shall be located so that it does not impede, endanger or interfere with pedestrian or vehicular traffic.
   b. A minimum of 48 consecutive inches of unobstructed clearance within the pedestrian way, or the minimum required by the Americans with Disabilities Act, if greater, must be maintained at all times.
   c. The height of the sign shall not exceed four feet (48 inches) above the surface of the sidewalk. A height of five feet (60 inches) above the surface of the sidewalk is permitted if the sign is mounted on an easel.
   d. The width of the sign shall not exceed 30 inches, or a width that ensures that at least four feet (48 inches) of unobstructed clearance will exist on the sidewalk after sign placement, whichever results in the lesser sign width.
   e. No sign shall extend past one foot (12 inches) back from the curb or into any portion of the street surface or parking lane.
   f. Pedestrian signs shall be self-supporting and freestanding. Sign supports or features shall not protrude into the pedestrian area adjacent to the sign.
   g. Signs requiring electrical connections shall be prohibited.
   h. Permitted pedestrian signs may be displayed or located on the sidewalk only during hours the business is open.

SECTION 3: Repeal of Ordinances in Conflict. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION 4: 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 5: 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: _____, 2026
Second Reading: _____, 2026
Final Passage: _____, 2026

Section 6-80 Update – Definition of Domestic Fowl

Presented by: City Attorney Christina M. Wenko

Consideration to Approve

CITY OF Dickinson North Dakota

- Amends Section 6-80
- Adds quail to the definition of domestic fowl
- Recent citizen reports of issues

Domestic fowl means poultry which is valued for its meat and eggs **including but not limited to** chickens, turkeys, ducks, geese, guinea fowl, **quail** and pigeons.

CITY OF Dickinson North Dakota

ORDINANCE NO. 2026

AN ORDINANCE AMENDING AND RE-ENACTING SECTION 6-80 OF CHAPTER SIX OF THE MUNICIPAL CODE OF THE CITY OF DICKINSON, NORTH DAKOTA, RELATING TO DEFINITIONS

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

Section 1: Section 6-81 is hereby amended and re-enacted as follows:

Sec. 6-80. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal means every living animal except the human race.

Dangerous animals means any animals which, because of their venomous bite or sting, their size, or their propensity to viciousness or aggressiveness, would constitute a hazard or threat to the safety of the citizens of the City.

Domestic fowl means poultry which is valued for its meats and eggs including but not limited to chickens, turkeys, ducks, geese, guinea fowl, quail and pigeons.

Livestock farm animals regarded as an asset, to include, but not be limited to, cattle, cows, sheep, pigs, horses, oxen, goats, donkeys, llamas, alpacas.

(Code 1993, § 5.12.010; Ord. No. 857, § 1; Ord. No. 1131, § 2; Ord. No. 1764, § 15)

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 from 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

Sections 22-57,22-58 and22-59 Sale and Possession of Tobacco

Presented by: City Attorney Christina M. Wenko

Consideration to Approve

CITY OF Dickinson North Dakota

- Updates Section 22-57 to make it consistent with N.D. Century Code 12.1-31-03
- Sets a fee for a minor over 14 years of age or older at $25.00
- Outlines contesting procedures
- Defines penalties and outlines court sanctions and options for enforcement

CITY OF Dickinson North Dakota

- Updates Section 22-58 to make it an infraction to sell or furnish tobacco products to anyone under the age of 21
- Maximum penalty for an infraction is $1,000 fine
- Deletes Section 22-59 because penalty sections are now contained in Sections 22-57 and 22-58

CITY OF Dickinson North Dakota

MEMORANDUM

TO: **Board of City Commissioners**

FROM: **City Attorney Wenko**

RE: **Tobacco Updates**

I. UPDATES FOR COMPLIANCE WITH CENTURY CODE

It came to the attention of City staff that the City's current Code did not reflect recent legislative changes regarding the sale of tobacco to individuals under the age of 21. The matter came to our attention because of a citation being issued to a minor and being filed in Municipal Court.

The revisions being proposed are consistent with N.D.C.C. 12.1-31.

The revisions include:

1. Section 22-57
    - Makes it a non-criminal offense for anyone under the age of 21 years of age to purchase or possess tobacco products
    - Makes it a non-criminal offense for anyone under the age of 21 years of age to present false identification of age to purchase tobacco
    - Anyone 14 years of age or older must pay a fee of $25.00
    - Provides a method of contesting the citation
2. Section 22-58
    - Makes it an infraction to sell or furnish tobacco products to anyone under the age of 21
    - Maximum penalty on an infraction is a $1,000 fine
3. Section 22-59
    - Deletes this penalty section because the penalties for possession are covered in Section 22-57 and the penalty for selling tobacco products is covered in Section 22-58

II. PENALTIES FOR RETAILERS

In reviewing the code sections from the various cities across the State, I also reviewed the penalty sections for those cities as well. Upon review, it does appear that other cities have adopted more strict penalties regarding the suspension of licenses after multiple violations. Currently, the City's Code provides for the following penalties:

(1) First offense. If the agent or employee of the licensee possesses a tobacco server training certificate card at the time of the violation by said agent or employee, the licensee will receive a written warning. If the agent or employee of the licensee does not possess a server training certificate card at the time of the

violation by said agent or employee, the City shall assess against the licensee an administrative fine in the amount of $500.00.

(2) Second offense. In the event of a second violation within a 24-month period by the licensee, agent, or employee of this article or Chapter 22, Article II, the City shall assess against the licensee an administrative fine in the amount of $1,000.00. The City shall further suspend the licensee's license and authority to sell tobacco products for no less than two days.

(3) Third offense. In the event of a third violation within a 24-month period by the licensee, its agent or employee, of this article or Chapter 22, Article II, the City shall assess against the licensee an administrative fine in the amount of $2,000.00. The City shall further suspend the licensee's license and authority to sell tobacco products for no less than four days or revocation of license.

I have provided the compiled information below in the event the Commission had any desire to review the City's current ordinance.

MINOT

Sec. 18-69. - Civil penalties imposed for breach of restrictions.

The penalty imposed for a violation of section 18-68 shall be dependent upon whether the licensee has also committed one (1) or more violations of that section within the twelve (12) months immediately preceding the violation in question, in accordance with the following schedule:

EXPAND

Number of Offense	Consequence
First	Civil penalty of one hundred dollars ($100.00).
Second	Suspension of seven (7) consecutive calendar days.
Third	Suspension of thirty (30) consecutive calendar days
Fourth	Suspension of one (1) calendar year.

VALLEY CITY

6. If a violation of this chapter occurs by a licensee or licensee's agent or employee, the following administrative penalties, suspensions or revocations will be imposed:

a. First violation: $300.00 administrative penalty.

b. Second violation: $500.00 administrative penalty.

c. Third violation: $1,000.00 administrative penalty, and the tobacco license will be suspended for a period of seven consecutive business days.

d. Fourth violation: $3,000.00 administrative penalty, and the tobacco license will be revoked.

The foregoing penalties shall be for violations that occur within a period of 24 consecutive months commencing and running from the date upon which the first violation is committed (the "lookback period"), and are assessed in addition to any criminal penalties that may arise from the same violation. If any subsequent violation occurs within the last six months of the lookback period, the lookback period shall be

extended for a period of six months from the date upon which of the subsequent violation is committed.

GRAND FORKS

(A) For a first offense, an administrative penalty of not less than one hundred dollars ($100.00) or more than three hundred dollars ($300.00).

(B) For a second offense within one (1) year, an administrative penalty of not less than one hundred dollars ($100.00) or more than three hundred dollars ($300.00) and the suspension of the license for not less than one (1) day and not more than five (5) days.

(C) For a third offense within one (1) year, an administrative penalty of not less than one hundred dollars ($100.00) or more than three hundred dollars ($300.00) and suspension of the license for not less than ten (10) days and not more than thirty (30) days.

(D) For a fourth offense within one (1) year, an administrative penalty of not less than one hundred dollars ($100.00) or more than three hundred dollars ($300.00) and suspension of the license for not less than one hundred eighty (180) days.

(E) For a fifth offense within one (1) year, an administrative penalty of not less than one hundred dollars ($100.00) or more than three hundred dollars ($300.00) and revocation of the license.

(F) Revocation of the license may also occur at any time upon a finding of a knowing and willful disregard or disobedience of this article.

WILLISTON

a) First offense: Mandatory $100 administrative fee assessed to the tobacco sale license holder under whom the sale took place, and warning that authority to sell shall be suspended if a subsequent offense occurs within 12 months. Furthermore, the manager and/or supervisor shall undergo mandatory training at licensee's expense, regarding sales to minors which training shall be specified by the City.

b) Second offense within 12 months: Mandatory one day suspension of authority to sell, mandatory $150 administrative fee, and mandatory training at licensee's expense of all employees handling tobacco products.

c) Third offense within 12 months: Minimum seven day suspension of authority to sell and mandatory $250 administrative fee.

d) Fourth offense within 12 months: Minimum thirty-day suspension of authority to sell and mandatory $250 administrative fee.

e) If the city commission, or its authorized designees, make a good cause factual finding that the violation constitutes egregious conduct or behavior, then the commission, or its authorized designees, may impose a penalty outside of the progressive suspension policy in 9-117(b)(1)a-d, which may include, but is not limited to, the revocation of a license to sell tobacco products and a fine not to exceed $1,000.

ORDINANCE NO. 2026

AN ORDINANCE AMENDING AND RE-ENACTING SECTION 22-57, 22-58 AND 22-59 OF THE DICKINSON MUNICIPAL CODE, RELATING TO THE POSSESSION, PURCHASE, OR USE OF TOBACCO PRODUCTS BY AN INDIVIDUAL UNDER THE AGE OF 21 YEARS OF AGE, SALE OF TOBACCO PRODUCTS TO CERTAIN INDIVIDUALS PROHIBITED AND PENALTIES

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

Section 1: Section 22-57 of the City Code of the City of Dickinson is hereby amended and re-enacted as follows:

Sec. 22-57. - Possession, purchase, or use of tobacco products by an individual under the age of 21 years prohibited.

(a) It is a noncriminal offense for an individual under twenty one years of age to purchase, possess, smoke, or use cigarettes, cigars, cigarette papers, snuff, tobacco in any other form in which it may be utilized for smoking or chewing, electronic smoking devices, or alternative nicotine products. However, an individual under eighteen years of age may purchase and possess tobacco, electronic smoking devices, or alternative nicotine products as part of a compliance survey program when acting with the permission of the individual's parent or guardian and while acting under the supervision of any law enforcement authority. A state agency, city, county, board of health, tobacco, electronic smoking devices, or alternative nicotine products retailer, or association of tobacco, electronic smoking or alternative nicotine products retailers may also conduct compliance surveys, after coordination with the appropriate local law enforcement authority.

(b) It is a noncriminal offense for an individual twenty-one years of age to present or offer to another individual a purported proof of age which is false, fraudulent, or not actually the minor's own proof of age, for the purpose of attempting to purchase or possess cigarettes, cigars, cigarette papers, snuff, tobacco in any other form in which it may be utilized for smoking or chewing, electronic smoking devices, or alternative nicotine products.

(c) It shall be a noncriminal offense for a minor to enter and remain in a smoke/vape shop as defined in Section 30-413. Any minor who has been cited for a violation of this section must pay a twenty-five dollar fee.

(d) Any minor 14 years of age or older who has been cited for a violation of Subsection (a) of this section must pay a fee of twenty-five dollars.

1. Any individual who has been cited for a violation of subsection (a) may appear before a court of competent jurisdiction and pay the fee by the time scheduled

for a hearing, or if bond has been posted, may forfeit the bond by not appearing at the scheduled time. An individual appearing at the time scheduled in the citation may make a statement in explanation of that individual's action and the judge may waive, reduce, or suspend the fee or bond, or both. If the individual cited follows the procedures of this subdivision, that individual has admitted the violation and has waived the right to a hearing on the issue of commission of the violation. The bond required to secure appearance before the court must be identical to the fee. This subdivision does not allow a citing officer to receive the fee or bond.

2. If an individual cited for a violation of subsection (a) does not choose to follow the procedures provided under subdivision 1, that individual may request a hearing on the issue of the commission of the violation cited. The hearing must be held at the time scheduled in the citation or at some future time, not to exceed ninety days later, set at that first appearance. At the time of a request for a hearing on the issue on commission of the violation, the individual cited shall deposit with the court an appearance bond equal to the fee for the violation cited.

3. The failure to post bond or to pay an assessed fee is punishable as a contempt of court, except a minor may not be imprisoned for the contempt.

(e) The prosecution must prove the commission of a cited violation under Subsection (a) of this section by a preponderance of the evidence.

(f) A law enforcement officer that cites a minor for violation of this section shall mail a notice of the violation to the parent or legal guardian of the minor within ten days of the citation.

(g) A person adjudged guilty of contempt for failure to pay a fee or fine may be sentenced by the court to a sanction or order designed to ensure compliance with the payment of the fee or fine or to an alternative sentence or sanction including community service.

(Code 1993, § 25.06.020; Ord. No. 1234, § 2; Ord. No. 1495, § 1; Ord. No. 1689, § 4; Ord. No. 1724, § 6; Ord. No. 1773, § 1(25.06.020), 4-4-2023)

Section 2: Section 22-58 of the City Code of the City of Dickinson is hereby amended and re-enacted as follows:

Sec. 22-58. Sale of tobacco products to certain individuals prohibited.

(a) It shall be an infraction for any person to sell or furnish to an individual under twenty-one years of age, or procure for an individual under twenty-one years of age, cigarettes, cigarette papers, cigars, snuff, tobacco in any other form in which it may be utilized for smoking or chewing, electronic smoking devices, or alternative nicotine products. As used in this subsection, the term "sell" includes dispensing from a vending machine under the control of the actor.

(b) Retailers shall check a State-issued photographic identification of purchasers 30 years of age and younger for proof of age.

(c) Sale of tobacco products through vending machines is restricted. It shall be unlawful for any person to sell or dispense any tobacco products from a vending machine, except that tobacco products may be offered for sale or sold from a vending machine on the premises of a licensed on-sale or off-sale alcoholic beverage establishment, in any area of the premises where persons under 21 years of age are prohibited and where the vending machine is located within the immediate vicinity, plain view and control of a responsible adult employee, so that all tobacco purchases will be readily observable by the employee. The vending machine may not be located in the coat room, restroom, unmonitored hallway, outer waiting area, or similar unmonitored area; nor shall the vending machine be accessible to the public when the establishment is closed.

(d) Except on licensed alcohol premises, no tobacco products may be stored or displayed in a retail outlet in any area or in a manner which allows for self-service access by customers.

(e) Every act or omission of whatever nature constituting a violation of the provisions of this section by any officer, director, manager or other agent or employee of any licensee shall be deemed and held to be the act of such licensee; and such licensee shall be punishable in the same manner as if such act or omission had been done or omitted by the licensee personally. Notwithstanding the foregoing, the clerk or employee specifically involved in a compliance check violation with the sale of tobacco products shall be personally liable to pay an administrative fee in addition to any fees imposed upon the employer or license holder.

(Code 1993, § 25.06.030; Ord. No. 1234, § 2; Ord. No. 1495, § 1; Ord. No. 1689, § 5; Ord. No. 1773, § 1(25.06.030), 4-4-2023)

Section 3: Section 22-59 of the City Code of the City of Dickinson is hereby deleted:

(Code 1993, § 25.06.040; Ord. No. 1234, § 2; Ord. No. 1495, § 1; Ord. No. 1689, § 6; Ord. No. 1699, § 2; Ord. No. 1773, § 1(25.06.040), 4-4-2023)

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 on final passage.

Scott Decker, President
Board of City Commissioners

ATTEST

_____

Dustin Dassinger, City Administrator

First Reading: _____, 2026
Second Reading: _____, 2026
Final Passage: _____, 2026

Section 4-48 Update – Domestic Winery Licensing

Presented by: City Administrator Dustin Dassinger

Consideration to Approve

CITY OF Dickinson North Dakota

- Amends Section 4-48(10)(f)
- Requires that a domestic winery owner or operator that does not have a city domestic winery license must obtain a special event permit with the City to use a special event permit issued by the State Tax Commissioner within city limits
- Allows City to track events
- Provides for an enforcement mechanism

CITY OF Dickinson North Dakota

ORDINANCE NO. 2026

AN ORDINANCE AMENDING AND RE-ENACTING SECTION 4-48 DAKOTA, RELATING TO DOMESTIC WINERY LICENSING REQUIREMENTS

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

Section 1: Section 4-48 of the City Code of the City of Dickinson is hereby amended and re-enacted as follows:

Sec. 4-48. License requirements.

The Board of City Commissioners hereby finds that in order to ensure compliance by all licensees with all applicable Federal, State, and City laws, ordinances, and regulations, and in order to adequately police establishments engaged in the retail sale of alcoholic beverages, and in order to promote the public welfare, it is necessary and proper to limit the number of certain classes of licenses, as provided herein, pursuant to the City's police powers and the authority granted by N.D.C.C. Title 5.

(1) *On-/off-sales license.* The City may grant an on-/off-sale license, which authorizes the licensee to sell beer and/or intoxicating liquor at retail for consumption on and off the licensed premises subject to the following conditions:

a. As of December 31, 2012, a total of 17 on-/off-sale licenses existed within the City limits. No additional on-/off-sale licenses shall be granted until the population of the City reaches an estimated 21,000 people, at which time, the Board of City Commissioners may, but shall not be required to, grant an additional on-/off-sale license, as hereinafter provided pursuant to Section 4-49.

b. 1. The Board of the Board of City Commissioners may grant an additional on-/off-sale license for each incremental population increase of 3,000 people above 21,000 people, as may be determined in the sole discretion of the Board of the Board of City Commissioners from time to time, based upon annexations, household units, census projections, census results, or other methods of estimated population.

2. Any on-/off-sale license which is added to the City by virtue of annexation shall automatically increase the number of on-/off-sale licenses available under Subsection (1)b.1 of this section. Notwithstanding addition of on-/off-sale licenses added by annexation, the City may nevertheless add additional on-/off-sale licenses based upon the requisite population increases, as stated in Subsection (2) of this section.

c. If additional licenses have been granted because of an increase in population, said licenses will be eliminated when the population falls below the population level that authorized the additional license. In addition, if the population of the City falls below 21,000, one on-/off-sale license shall be eliminated from the number authorized under this section. However, said licenses shall not be eliminated until such time as a license is vacated.

d. The fee for this license shall be set by the City's fee schedule.

e. A licensee hereunder shall comply with and be subject to all of the remaining provisions of this Code, including this chapter.

(2) *Lodge or club license.* The City may grant a lodge or club license, which authorizes the licensee to sell beer and/or intoxicating liquor at retail for consumption upon the premises of the licensee, except when permitted by Subsection (4) of this section, primarily for the convenience of the club or lodge members subject to the following conditions:

a. No license shall be transferable to any other owner.

b. Any additional lodge or club license shall be granted only to organizations qualifying as a lodge or club, and then only in the discretion of the Board of City Commissioners.

c. No electronic or mechanical gaming devices or games of chance shall be allowed upon the premises licensed hereunder in any area where minors are allowed to be present.

d. A licensee may apply for a special event permit under Section 4-67.

e. The fee for this license shall be set by the City's fee schedule.

f. A licensee hereunder shall comply with and be subject to all of the remaining provisions of this Code, including this chapter.

(3) *Motel or hotel license.* The City may grant a motel or hotel license, which authorizes the licensee to sell beer and/or intoxicating liquor on- and off-sale of the hotel or motel, subject to the following conditions:

a. The room from which such sales are made must be physically attached to and be a part of said hotel or motel.

b. Temporary bars may be used in banquet rooms or other areas for special events such as conventions, dinner meetings, or similar events, all of which must be held within the confines of the hotel or motel; such areas need not be designated in the license.

c. To qualify for the renewal of a hotel or motel on-sale liquor license, the applicant must have maintained an average room occupancy rate of at least 50 percent for the year preceding the application for renewal.

d. There shall be no restrictions as to the number of licenses issued under this subsection (3).

e. The fee for this license shall be set by the City's fee schedule.

f. A licensee hereunder shall comply with and be subject to all of the remaining provisions of this Code, including this chapter.

(4) *Restaurant on-sale license.* The City may grant a restaurant on-sale license to any restaurant within City limits, which authorizes the licensee to sell beer and liquor on an on-sale basis only, except when permitted by this Subsection (4), subject to the following terms and conditions:

a. The restaurant shall have sufficient dining area and facilities to adequately serve its patrons, as well as the public generally.

b. The restaurant may have a lounge area or waiting area lounge for patrons waiting to be seated for the purposes of serving alcoholic beverages in conjunction with its restaurant business. Permission for such area should be duly noted on the licensee's license.

c. No electronic or mechanical gaming devices or games of chance shall be allowed upon the premises licensed hereunder unless licensee has a designated bar area upon said premises.

d. A licensee may apply for a special event permit under Section 4-67 or 4-68.

e. Those receipts from the sales of alcoholic beverages hereunder shall not exceed 50 percent of the gross receipts from the sale of all food items and alcoholic beverages combined.

f. All restaurant on-sale license holders shall file with the application for license renewal a sworn statement executed by the licensee and a certified public accountant certifying that gross food sales and liquor sales for the previous calendar year meet the requirements of this section. The Board of City Commissioners may, in its discretion, require the licensee to provide such additional proof of the licensee's compliance with this section as it deems necessary.

g. All sales of alcoholic beverages by restaurant on-sale licensees must be separately receipted to the customer by cash register receipt and clearly identified as sales of liquor, beer or wine on all receipts.

h. In order to qualify for an alcoholic beverage license under this provision, it is necessary that the dining area and other food service facilities be in operation and be open for business.

i. There shall be no restrictions as to the number of licenses issued under this subsection.

j. The fee for this license shall be set by the City's fee schedule.

k. A licensee hereunder shall comply with and be subject to all of the remaining provisions of this Code, including this chapter.

(5) *Military club beer and wine license.* The City may grant a military club beer and wine license, to military clubs of the armed forces within City limits, which authorizes the licensee to sell beer and/or wine on an on-sale basis only, subject to the following terms and conditions:

a. For the purposes of this section and others pertaining thereto, the term "armed forces" shall mean the Army, Navy, Air Force, Marine Corps, Space Force, and Coast Guard of the United States of America.

b. A license hereunder shall comply with all of the laws of the State relating to the sale and dispensation of alcoholic beverages.

c. The beer and/or wine license hereunder shall be for the sale of beer and/or wine for consumption on the premises only, to military club members only, and no sales for consumption off the premises.

d. There shall be no restrictions as to the number of licenses issued under this subsection.

e. The fee for this license shall be set by the City's fee schedule.

f. A licensee hereunder shall comply with and be subject to all of the remaining provisions of this Code, including this chapter.

(6) *Microbrewery pub license.* The City may grant a microbrewery pub license, which authorizes the licensee to produce and manufacture beer at retail for consumption upon the licensed premises, in accordance with the requirements and limitations of N.D.C.C. § 5-01-14, which are incorporated herein by reference. A microbrewery pub licensee is also subject to the following specifications and restrictions:

a. A microbrewery pub may manufacture on the licensed premises, store, transport, sell to wholesale malt beverage licensees, and export no more than 10,000 barrels of beer per year.

b. A microbrewery pub license will authorize the licensee to sell:

1. Growlers, sold off-sale only; and

2. Beer that has been brewed on the premises of the licensee, which may be sold either on-sale or off-sale.

c. A microbrewery pub licensee may not engage in wholesaling activities. All sales and delivery of beer to any other retail licensed premises may be made only through a wholesale beer licensee. A microbrewery pub licensee must comply with all statutory provisions for taxation under N.D.C.C. § 5-01-14.

d. A microbrewery pub licensee is not precluded from retailing beer it purchases from a wholesaler.

e. Complimentary samples of beer may not be in an amount exceeding 16 ounces per patron.

f. Except as modified in this subsection, a microbrewery pub licensee shall comply with and be subject to all of the remaining qualifications for licensees.

g. There shall be no restrictions as to the number of licenses issued under this subsection.

h. The fee for this license shall be set by the City's fee schedule.

i. A licensee hereunder shall comply with and be subject to all of the remaining provisions of this Code, including this chapter.

(7) *Beer and wine concession license.* The City may grant a beer and wine concession license to the operators of the food and beverage concessions under contract with the Parks and Recreation District for concession services at Dakota Community Bank and Trust Ballpark — Astoria and Coke Fields, a Dickinson municipal ballpark (ballpark) subject to the following restrictions and conditions:

a. A licensee hereunder shall comply with all of the laws of the State relating to the sale and dispensation of alcoholic beverages.

b. A licensee hereunder may sell wine, tap beer, beer in opened bottles, cans or similar packages.

c. The license hereunder shall be for the sale of beer and wine for consumption on the premises only, and no sales for consumption off the premises shall be made.

d. The license is nontransferable and may be held only by the operators who have been awarded and currently hold a concessions contract, provided the contract permits the sale of beer and wine, and may be held only for the period of the operator's concession contract and shall terminate with the termination of that contract.

e. This license is limited to on-sale service of beer and wine to patrons of the ballpark.

f. The fee for this license shall be set by the City's fee schedule.

g. Except as modified herein, a licensee hereunder shall comply with and be subject to all the remaining provisions of this Code, including this chapter.

(8) *Domestic distillery license.* The City may grant a domestic distillery license, which authorizes the licensee to produce distilled spirits and authorizes the sale of distilled spirits in accordance with the requirements and limitations of N.D.C.C. § 5-01-19, which are incorporated herein by reference. A domestic distillery licensee is also subject to the following restrictions and conditions:

a. A domestic distillery licensee may sell spirits produced by that distillery at on-sale or off-sale, in retail lots, and not for resale, and may sell or direct ship its spirits to persons inside or outside the State in a manner consistent with the laws of the place of the sale or delivery in total quantities not to exceed 25,000 gallons in a calendar year. Direct sales within the State are limited to 2.38 gallons or less per month per person for personal use and not for resale. The packaging for spirits must conform with the labeling requirements set forth in N.D.C.C. § 5-01-16.

b. A domestic distillery licensee may obtain a domestic distillery license and a retailer license allowing the on-premises sale of alcoholic beverages at a restaurant owned by the licensee and located on property contiguous to the domestic distillery. A domestic distillery licensee may also own or operate a winery.

c. A domestic distillery license shall only be issued to a domestic distillery owner or operator who has obtained an annual manufacturing license from the State Tax Commissioner allowing the production of distilled spirits.

d. To the extent the following activities are authorized under N.D.C.C. § 5-01-19(2), the same shall also be authorized within the City:

1. A licensee may dispense free samples of the distilled spirits offered for sale.

2. Special events for which a permit has been obtained from the State Tax Commissioner allowing the domestic distillery to give free samples of its product and to sell its product by the glass or in closed containers at off-premises events are, as a result of such permit, authorized within the City.

3. Participation in Pride of Dakota events for which a special events permit has been obtained from the State Tax Commissioner is, as a result of such permit, authorized within the City.

e. A domestic distillery license authorizes the licensee to sell glassware, distilled spirits literature and accessories, cheese, cheese spreads, and other snack food items.

f. There shall be no restrictions as to the number of licenses issued under this subsection.

g. The fee for this license shall be set by the City's fee schedule.

h. Except as modified herein, a licensee hereunder shall comply with and be subject to all the remaining provisions of this Code, including this chapter.

(9) *Brewer taproom license.* The City may grant a brewer taproom license, which authorizes the licensee to manufacture on the licensed premises, store, transport, sell, and export 25,000 barrels or less of beer annually in accordance with the requirements of N.D.C.C. § 5-01-21, as amended from time to time, which are incorporated herein by reference. A brewer taproom licensee is also subject to the following restrictions and limitations:

a. A licensee may sell malt beverages manufactured on the licensed premises for consumption on the premises of the brewery or a restaurant owned by the licensee and located on property contiguous to the brewery.

b. A brewer taproom licensee may sell beer manufactured on the licensed premises for off-premises consumption in brewery-sealed containers of not less than 12 ounces, growlers, and in brewery-sealed kegs not to exceed 5.16 gallons.

c. A licensee may sell and deliver beer produced by the brewery to licensed beer wholesalers.

d. A brewer taproom licensee shall obtain any brewery license required by the State.

e. Multiple brewer taproom licenses may be issued to the owner or operator of a brewery producing no more than 25,000 barrels of malt beverages annually. Brewer taproom licensees with multiple taprooms must produce beer at each location and the total amount of beer produced at all locations combined may not exceed 25,000 barrels of malt beverages annually.

f. To the extent the following activities are authorized under N.D.C.C. § 5-01-21(2), as amended from time to time, the same shall also be authorized within the City:

1. A licensee may dispense free samples of beer offered for sale. Complimentary samples may not exceed 16 ounces per patron.

2. A licensee may sell and deliver beer produced by the brewery to licensed retailers within the State, subject to the conditions set forth in N.D.C.C. § 5-01-21(2)(f), as amended from time to time.

3. Special events for which a permit has been obtained from the State Tax Commissioner allowing the brewer taproom licensee to give free samples of its beer and to sell its beer by the glass or in enclosed containers at off-premises

events are, as a result of such permit, authorized within the City, so long as notice of the special event to which the permit is issued is given to the City Administrator, who shall forward to the Chief of Police, no less than three days before the event is to occur.

g. All sales and delivery of beer to licensed retailers within the State must be made in accordance with N.D.C.C. §§ 5-03-07 and 5-01-21(2)(f). Additional sales may be made through a wholesaler licensed in the State. Beer manufactured on the licensed premises and sold by a brewer taproom licensee directly to the consumer for consumption on or off of the premises are subject to the taxes imposed pursuant to N.D.C.C. § 5-03-07, in addition to any other taxes imposed on brewers and retailers.

h. There shall be no restrictions as to the number of licenses issued under this subsection.

i. The fee for this license shall be set by the City's fee schedule.

j. Except as modified herein, a licensee hereunder shall comply with and be subject to all the remaining provisions of this Code, including this chapter.

(10) *Domestic winery license.* The City may grant a domestic winery license, which authorizes the licensee to operate a domestic winery and to produce and sell wine on-sale and off-sale within the City in accordance with the requirements and limitations of N.D.C.C. § 5-01-17, which are incorporated herein by reference. A domestic winery licensee is also subject to the following restrictions and conditions:

a. A domestic winery license may be issued only to a domestic winery owner or operator who obtains a license from the State Tax Commissioner allowing the production of wine.

b. A domestic winery license authorizes the licensee to sell wine produced by that winery at on-sale or off-sale, in retail lots, and not for resale, and may sell or direct ship its wine to persons inside or outside the State in a manner consistent with the laws of the place of the sale or delivery in total quantities not to exceed 25,000 gallons in a calendar year. In addition, a domestic winery licensee may, if so authorized by a license issued by the State, sell beer on-sale only, provided that such on-sale beer sales shall be incidental to the sale of wine.

c. A domestic winery license authorizes the licensee to sell glassware, wine literature and accessories, cheese, cheese spreads, and other snack food items.

d. Direct sale by licensed wineries.

1. A licensed winery that produces no more than 50,000 gallons of wine per year may sell and deliver, on-site or off-site, the wine produced by the winery directly to licensed retailers. The licensed winery may sell and deliver wine on-site to a licensed retailer who presents the retailer's license or a photocopy of the license. The winery may deliver the wine off-site if the winery:

(i) Uses the winery's equipment, trucks, and employees to deliver the wine;

(ii) Contracts with a licensed distributor to ship and deliver the wine to the retailer; or

(iii) Contracts with a common carrier to ship and deliver the wine to the retailer directly from the winery or the winery's bonded warehouse.

2. The shipments delivered by a winery's equipment, trucks, and employees in a year may not exceed 4,500 cases. A case may not exceed 2.38 gallons of wine.

3. Individual shipments delivered by common carrier may not exceed three cases per day for each licensed retailer. The shipments delivered by a common carrier in a year may not exceed 4,500 cases. A case may not exceed 2.38 gallons of wine.

e. To the extent the following activities are authorized under N.D.C.C. § 5-01-17(2), the same shall also be authorized within the City:

1. A licensee may dispense free samples on the licensed premises of the wines offered for sale.

2. Special events for which a permit has been obtained by the State Tax Commissioner to give free samples of its product and to sell its wine by the glass or in closed containers at off-premises events are, as a result of such permit, authorized within the City.

3. Participation in Pride of Dakota events, for which a special events permit has been obtained from the State Tax Commissioner is, as a result of such permit, authorized within the City, provided that the incidental sales of on-sale beer allowed by paragraph c above, will not be allowed at the locations where said permits are utilized.

f. A domestic winery license shall not be required for a domestic winery owner or operator possessing a license from the State Tax Commissioner allowing the production of wine and only being present within the City to utilize special event permits issued by the State Tax Commissioner. However, a domestic winery owner or operator that does not possess a domestic winery license that seeks to use a special event permit issued by the State Tax Commissioner must first obtain a special event permit with the City and pay the associated fee pursuant to the City’s fee schedule.

g. There shall be no restrictions as to the number of licenses issued under this subsection.

h. The fee for this license shall be set by the City's fee schedule.

i. Except as modified herein, a licensee hereunder shall comply with and be subject to all the remaining provisions of this Code, including this chapter.

(11) *Beer only on-sale license.* The City may grant a beer only on-sale license, which authorizes a licensee to sell on-sale tap beer, beer in open bottles and cans in similar packages at retail for consumption upon the leased premises of the licensee subject to the following restrictions and conditions:

a. A licensee hereunder shall comply with all of the laws of the State relating to the sale and dispensation of alcoholic beverages.

b. The license hereunder shall be for the sale of beer for consumption on the premises only, except when permitted by Subsection (11)e of this section, and no sales for consumption off the premises shall be made.

c. A licensee hereunder shall ensure that any alcoholic beverages sold pursuant to this section shall be sold, distributed, and/or dispensed by an authorized employee of the licensee.

d. There shall be no restrictions as to the number of licenses issued under this subsection.

e. A licensee may apply for a restricted special event permit under Section 4-68.

f. The fee for this license shall be set by the City's fee schedule.

g. Except as modified herein, a licensee hereunder shall comply with and be subject to all the remaining provisions of this Code, including this chapter.

(12) *Beer and wine only on-sale license.* The City may grant a beer and wine only on-sale license, which authorizes a licensee to sell on-sale tap beer, beer in open bottles and cans, and/or wine in similar packages at retail for consumption upon the leased premises of the licensee, subject to the following restrictions and conditions:

a. A licensee hereunder shall comply with all of the laws of the State relating to the sale and dispensation of alcoholic beverages.

b. The license hereunder shall be for the sale of beer and/or wine for consumption on the premises only, except when permitted by Subsection (12)c of this section, and no sales for consumption off the premises shall be made.

c. A licensee may obtain a restricted special event permit under Section 4-68.

d. A licensee hereunder shall ensure that any alcoholic beverages sold pursuant to this section shall be sold, distributed, and/or dispensed by an authorized employee of licensee.

e. There shall be no restrictions as to the number of licenses issued under this subsection.

f. The fee for this license shall be set by the City's fee schedule.

g. Except as modified herein, a licensee hereunder shall comply with and be subject to all the remaining provisions of this Code, including this chapter.

(13) *Legacy Square concession license.* The City may grant the Legacy Square concession license to the licensee awarded the license to operate concession services at the City of Dickinson Legacy Town Square, subject to the following restrictions and conditions:

a. This license is limited to on-sale service of beer, wine, liquor as set forth below to patrons of the Legacy Town Square during City sanctioned and sponsored events.

1. Any events occurring at the Legacy Town Square not sponsored and sanctioned by the City will require a special event permit pursuant to Section 4-67.

2. The licensee granted the Legacy Town Square license hereunder shall be given the right of first refusal for any private events occurring at the Legacy Town Square requesting alcohol service. Should the licensee choose not to exercise the right of first refusal, the patron shall have the ability to contract with any licensee qualified to dispense alcoholic beverages pursuant to a special use permit issued by the City.

b. A licensee may sell liquor, wine, and beer in cans. Sales of any of these items in bottles shall not be permitted.

c. The license hereunder shall be for the sale for consumption in the Legacy Town Square Corridor only, and no sales for consumption off the Legacy Town Square Corridor shall be made. For the purposes of this section, the term "Legacy Town Square Corridor" means the defined Legacy Square streets located in the 100 Block of first Ave West and 10 Block of second Street West.

d. This license shall be an annual license that will begin January 1 of every year and end on December 31 of that year with the bidding process occurring prior to December 31.

e. The licensee shall be responsible for ensuring all events conducted pursuant to this license have sufficient security personnel. This would include any private events where the licensee exercised its right of first refusal pursuant to Subsection (13)a.2 of this section.

f. The license is nontransferable and may be held only by a licensee with an on-/off-sale license or a lodge or club license.

g. A licensee hereunder shall comply with all the laws of the State relating to the sale and dispensation of alcoholic beverages.

h. In addition to the bid price paid by the licensee pursuant to Subsection (13)i of this section, the City shall also receive a percentage of gross sales of all alcohol sold at all City sanctioned and sponsored events in an amount to be determined by the City Administrator during the annual bidding process. The licensee shall provide documentation to the City upon the expiration of the annual license term to verify sales for that year.

i. The bidding process for this license shall be as follows:

1. Prior to October 1 of every year, the City shall set a date for the receipt of sealed bids from any interested on-/off-sale licensees and a date and time for a bid opening.

2. The Board of City Commissioners may, in its sole discretion, establish a minimum bid amount, which shall be made known to any and all potential bidders.

3. Interested parties shall submit an application for the license, together with the information required by Section 4-50, or as may otherwise be required for City staff to determine the party's qualifications for the license. Parties failing to submit the required application and information shall have their bids removed from consideration.
4. Interested parties shall further submit to the City a sealed bid for the license.
5. City staff shall review the application and information submitted by all interested parties. Parties who are determined by City staff to be not qualified for a license shall have their bids removed from consideration.
6. Opening of sealed bids shall be held at the time and date set by the City. Parties shall have the opportunity to improve their written bids pursuant to an auction process.
7. City staff shall submit all final, qualified bids to the Board of City Commissioners, together with a recommendation from City staff regarding the award of the bid.
8. At its sole discretion, the Board of City Commissioners may grant the license to the highest responsible bidder.
9. Upon grant of the license from the Board of City Commissioners, the successful party shall immediately pay the full bid price. If the successful party is unable to immediately pay the full bid price, the Board of City Commissioners may offer the license to the next highest bidder or, in the Board of City Commissioners' sole discretion, decline to offer the license to any remaining bidder.
10. The City reserves the right to reject any and all bids, to waive any informalities in the bidding process or any bid received, and to accept any bid which, in sole judgment of the Board of City Commissioners, is in the City's best interest.

j. Except as modified herein, a licensee hereunder shall comply with and be subject to all the remaining provisions of this Code, including this chapter.

(Code 1993, § 4.08.060; Ord. No. 396; Ord. No. 456, § 3-5; Ord. No. 701, § 4; Ord. No. 832, § 4; Ord. No. 969, § 2; Ord. No. 1012, § 1; Ord. No. 1106, § 4; Ord. No. 1113, § 2; Ord. No. 1164, § 1; Ord. No. 699, § 1; Ord. No. 706, § 1; Ord. No. 832, § 3; Ord. No. 1184, § 5; Ord. No. 1232, §§ 2, 3; Ord. No. 1253, § 1; Ord. No. 1298, § 11; Ord. No. 1402, § 1; Ord. No. 1492, § 1; Ord. No. 1589, § 2; Ord. No. 1608, § 2; Ord. No. 1649, § 2; Ord. No. 1654, § 3; Ord. No. 1664, § 3; Ord. No. 1635, § 1; Ord. No. 1733, § 3; Ord. No. 1747, § 1; Ord. No. 1775, § 1(4.08.060), 5-30-2023; Ord. No. 1790, § 1, 12-19-2023)

State law reference(s)—Local regulation of licensees including determining the number of licenses granted, N.D.C.C. § 5-02-09.

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 on final passage.

_____

Scott Decker, President
Board of City Commissioners

ATTEST

_____

Dustin Dassinger, City Administrator

First Reading: _____, 2026
Second Reading: _____, 2026
Final Passage: _____, 2026