REGULAR MEETING OF THE CITY COMMISSION AGENDA

Tuesday, January 20, 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: 02-2026

Ordinance No: 1846

2. CONSENT AGENDA

A. Approval of City Commission Meeting Minutes dated January 6, 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. SW Patriots Candidate Invite

Presented by: President Decker

Speaker: Jeff Ficek

B. Giving Heart Day Proclamation (Enc.)

Presented by: President Decker

Consideration to approve

C. Board of Equalization Meeting Date - April 8, 2026

Presented by: Assessor Dickinson

Consideration to approve

D. Beer Only Liquor License - Just Golf (Enc.)

Presented by: Administrator Dassinger

Consideration to approve

E. Designated Depositories (Enc.)

Presented by: Deputy City Administrator Carlson

Consideration to approve

F. Monthly Financial Report (Enc.)

Presented by: Deputy Finance Director Greenwood

G. HR Monthly Report (Enc.)

Presented by: HR Director Nameniuk

4. PUBLIC WORKS

A. WRF Tractor Buyout (Enc.)

Presented by Interim Public Works Director Waldo

Consideration to approve

B. Houston Engineering Annual Task Order (Enc.)

Presented by Interim Public Works Director Waldo

Consideration to approve Task Order

C. Kone Cranes Contract Renewal (Enc.)

Presented by Interim Public Works Director Waldo

Consideration to approve Contract

5. PUBLIC SAFETY - FIRE

6. PUBLIC SAFETY - POLICE

7. COMMUNITY DEVELOPMENT

A. MSA Update with Highlands Engineering (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve MSA

B. Empire Road - 23rd Avenue West to 8th Avenue West Task Order Award to Highlands Engineering (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve Task Order

C. Fairway Street - State Avenue to 13th Avenue West Task Order Award to Highlands Engineering (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve Task Order

D. **MSA Update with Apex Engineering (Enc.)**

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve MSA

E. **Watermain Replacement Task Order to Apex Engineering Group (Enc.)**

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve Contract Task Order

F. **5th Street SE - S Main to 6th Avenue SE - NDDOT Contract (Enc.)**

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve Contract

G. **EAPC Design Services - Library Roof Water Issues (Enc.)**

Presented by: Senior Engineer Keller

Consideration to approve

8. **PUBLIC HEARING – 5:00 PM**

A. **Public Hearing - 675 10th Avenue SE Vacation of Easement (Enc.)**

Presented by: Planner Birchak

Consideration to approve Resolution No. ____

B. **Public Hearing - Chapter 62 - Industrial Off-Street Parking Standards (Enc.)**

Presented by: City Planner Birchak

Consideration to approve first reading of Ordinance No. _____

C. **Public Hearing - 2026 Road Maintenance Resolution to Determine Protests of SID (Enc.)**

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve Resolution No. ___

D. **Public Hearing - 1. Utility and Street Resolution to Determine Protests of SID (Enc.)**

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve Resolution No. ___

E. **Public Hearing - 2. Utility and Street Resolution to Determine Protests of SID (Enc.)**

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve Resolution No. ___

9. **PUBLIC COMMENTS REGARDING AGENDA ITEMS**
10. **COMMISSION COMMENTS**
11. **ADJOURNMENT**

Link for viewing Commission Meeting:

Stream Link: https://youtube.com/live/qUHGiznnOnk

This link will not be live until approximately 4:25 PM MT on January 20, 2026.

Teams Meeting: https://tinyurl.com/CCM01202026

Teams Meeting ID: 274 024 706 719 74 **Meeting Passcode:** sA9yc2pq

Teams Phone #: 1-701-506-0320 **Phone Conference ID:** 588 292 104#

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** **January 6, 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: Robert Baer SECONDED BY: Russ Murphy

To approve the January 6, 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: Jason Fridrich

A. Approval of the City Commission Meeting Minutes dated December 2, 2025

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. Abatement – Menards

City Assessor Chris Dickinson presents the Menard's abatement for 2023. He states the value at that time was $26,228,300. At that time there was no contesting until recent filing. In 2023 Vanguard re-evaluation of commercial and value did change. There was no contest as well. Office is suggesting no change on the Menard previous value. Support what previous staff put on Menard's.

Mr. Jim Dahl with Ryan LLC filed this paperwork in October. Menard is really typical to come to a valuation conclusion as there are not a lot of sales and income not very strong either relied cost approach of value. He states their offer is $20,600,000. Client is 23,280,000 which is a 130 dollars per sq foot. Dropped physical depreciation a little bit. Another point tax payer has a concern is the Walmart is being assessed to $108 dollars a foot and Menard's at $146 dollars a foot. Menards is curious of why they are being so assessed as comparable to Walmart.

Assessor Dickinson states he is not disagreeing as far as sales approach that no sales of similar types of structures. Going back to cost approach model I think we are looking at couple of different way. 2023 would have been different than 2025. We would be very open to any type of objective project but have not seen anything yet. Late in ballgame having discussion on this. I did advise them that we would be suggesting no change to the commission.

City Commissioner Jason Fridrich states Vanguard put anything in their notes on how they came up on this value. The years of 2024 and 2025 just re-evaluation. This remained stagnant for 2023 back to 2013. He states 2022, 2021, 2020, 2019 all remained consistent within few thousand dollars during that time.

President Scott Decker states there is a decrease in land in 2024 but then a 30% increasing improvements to the actually structure, from 20 million to 26 million.

Assessor Dickinson states the land revalue that was applicable in 2024 was in excess land. Vanguard was applied only to the improvement and not to the land. Reclassification of land over an acre so value did come down. Commercial property was all of excess land.

Commissioner Jason Fridrich states it is hard to look back in 2023 on what was going on. Hard time understanding fairly flat for 7 years in a row and now a huge increase in 2024 and 2025.

City Assessor Dickinson states the City needs to take – notes, notes, notes, difficult to make judgement without notes. Probably well overdue after being flat for 7 years. I think seeing small increases every couple years but no in 10 years seeing larger jump over a period of time. Should have reviewed it every year. Couldn't rely on previous year and reflect on current year.

Mr. Dahl from Ryan, LLC states in 2024 increased spurred Menard largely ignoring and taking it for what it was. The last increase is what spurred the reaching out in 2023 as it was still available. That is what brought us here today.

Mr. Dahl states that 2024 and 2025 increased and this was a red flag for Menard's. The company asked what was going on here. Realizing in some inequity here with Walmart and what they have do not support the assessment at all. $20,600,000 – maybe meet half way. He states they will be filing for 2024 and 2025.

Commissioner Jason Fridrich asks about the history about $26 million for 7 years and now they think it is worth 23 after 7 years.

Mr. Dahl states that Menards brought this to Mr. Dahl and his company and got serious about it and like they said because of the increase and 2023 was the only year that they could go back.

President Decker presents the following for a motion:
2023 assessed value for Menard's property
26,228,300.00 staff recommend staying
23,000,000 million – company recommending

Assessor Dickinson states the data collected from the office and using Vanguard off of cost approach would recommend no change at this time.

MOTION BY: Jason Fridrich SECONDED BY: Russ Murphy
To approve the recommendation of staff of no change on parcel #2500-0500-0101 since they have been paying for a valuation of $26 million for the past 7 years and now only coming forward.

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

Abatement - Sanford's Grub and Pub

City Assessor Chris Dickinson states 2023 same as 2022 and no increase no appeal and no informational address of the value of that time. During commercial evaluation this did go up 2022, 2021, 2020 and 2019 and not questioned at that time. He states this is the same reason as Menards. The land allocation changes during the revalue which was in the 2024 and 2025. Change of allocation increased the land due to the size based off of straight square footage. Excess land reallocation again and this was reduced at this point. Improvement value actually came down during that reevaluation process at time. Straight data changes in 2023 which was applicable in 2024. We support value that was assigned through Vanguard and previous administration recommend no change.

Mr. Jim Dahl from Ryan, LLC states it is their goal is to identify market value of 2023 and not a change in value or if they appeal the prior year and what is the basis of what the tax payer is paying. We are after that coming to market value in 2023 and not tax payer had previously appealed. 2,506,000. Put $1,432,500 that is what they are getting in rent, paying expenses and get to market value which was how we going to $1.3 which is $190 dollars per square foot. Perkins's sale in 2023 at $177 dollars per square foot, probably the best data point. An inferior property so $177. Looked at Minot – built within 2 years and sold $168 dollars a square foot. Again is $269 per square foot. Client was willing to offer $1.6 million is what they are offering.

City Assessor Dickinson valued argument at $1,6 million. I am not questioning the fact that should be getting market value.

Commissioner Fridrich states these companies have not contested in a timely manner. Every tax payer has the ability to talk to assessor and correct any value at any time. Downplaying this at any time. Hard to go back a couple of years. Finding sales is hard. I still believe the previous administration had all data they had at that time and generated an accurate value that we had. Based off of data that was at that time. There was no notation in software will increase. There are very limited notes. Really look at it as ND has set up. Over 1 acres needs to be in excess land valuation. Tax payers have been seeing quite a tax break.

Commissioner Jason Fridrich states there is a building in Williston that is there is $3.3 million and that building will open next month. It is so hard. I understand that they submitted information and look back 3 years to determine what the market value was at that time is almost nearly impossible. 100% cost in land cost. Possible $1.7 million

Mr. Dahl states as far as Williston goes their market is significantly stronger, restaurant just built and Dickinson had one torn down. Market evidence and Williston is doing quite a bit better in that regard. That is what is developed in original officer and come to $1.6 to compromise. At $1.7 million is $228 dollars per square foot and this is a fair compromise.

MOTION BY: Jason Fridrich SECONDED BY: Joe Ridl
To approve the change of valuation to $1.7 million for Sanford's Grub and Pub.

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

Abatement - Nash Finch – 2500-0100-0301
City Assessor Chris Dickinson recommends no change to this property. In 2022, $10,879,500. Remained the same in 2023, drop significantly after to $9,3 million in 2024 and 2025. Land price after revalue was done and land was properly allocated. Based off of market correction that the previous administration and vanguard had done. Little bit of increased of total assessed value, 2024 and 2025 increase of land slightly. Actually, came down after 2023 value. The previous assessed value has been in the $10 million

dollar range. Fluctuations up and down with this property and once again the value was not looked at, questioned or reviewed until the office revalue done in 2023.

Jim Dahl states the owner is asking for a very large reduction. He states a professional appraisal was completed and this is what triggered the appeal. After the appraisal the valuation for financing at $5,630,000 and it is assessed at $10,879,500. He states this is a significant difference. Very aware and the client is extremely pushing us hard to get in front of board here. Included the entire appraisal. They are promoting a $5.8 million dollar offer. Willing to go to $6,360,000 which is $120 dollars a square foot. Based on national appraisal firm MAI concluding of market value of $5,630,000. MIA is a national designated appraisal.

Appraiser Dickinson states he had reviewed this briefly. He does disagree on the process of the appraisal done for finance purposes can be done differently for property assessment. This was done financing purposes only. These can actually be lower on what the true value really is. It is a reputable firm and the reason the appraisal was done in the first place. It is assessed at a little under 10 million. $10,879,500 in 2022; 2023 and 2024.

Commissioner Russ Murphy states the land value with Menards and Spartan Nash shows this increase and why is there such a difference, land value so much different.

Assessor Dickinson states it is based off of square foot. Accurate data based on property. When vanguard allocated the land correctly by the State of ND. If the land came down the assessment would have come down. Data correction on the valuation. When looked at Vanguard objective data and change. They looked at measurement and square foot valued off of the use. Objective straight up corrections and not a guess.

Commissioner Fridrich states this is hard to understand the land allocations. He states dropping the land and assessed value went up.

President Scott Decker states could compromise between $10.8 and $6.3 million.

Jim Dahl states $6.4 million would be a 11% higher than assessment. $7 million - seems to be a pretty good compromise. Seems like a reasonable compromise. There is 53,000 square feet, Family Fare and Quick Stop.

Commissioner Jason Fridrich is struggling with this one, understand appraisal and appraisal for financing, banks fairly conservative. Went from 15 to 9 million. It has seen a value adjusted. I can't believe we were off this far all these years. Data that our value is correct. It was corrected in 2024 and 2025.

Assessor Dickinson states the overall assessed value is what they are going to pay taxes on. Overall assessment has remained consistent or overall have come down. Re-evaluation were significant on the land but the overall assessment has come down.

MOTION BY: Jason Fridrich SECONDED BY: Russ Murphy
To approve staff recommendation of no change on the value of this property, leave the value unchanged.

Jim dahl states they had an appraisal in 2023, no better data that proves the value wrong. That is $5.36 million regardless of the appraisal purposes. It hard to say that they are off by 20%. That is a compromise at $7 million. Benefit is the city of Dickinson and they have been getting more in taxes in property as this is being over assessed and appraisal to prove it. No better data with an appraisal unbiased and working for a third party. Data of appraisal and we are willing to compromise 20% above that. No change is not right and not right for the tax payer.

Assessor Dickinson wants to clarify Mr. Dahl's statement, you would go up to 20% and the original 11%.

Jim Dahl states they are willing to go to 25%. $7 million is 20%.

MOTION BY: Jason Fridrich SECONDED BY: Russ Murphy
To rescind staff recommendation of no change on the value of this property, leave the value unchanged.

Commissioner Fridrich asks what number are you proposing 25% of appraised.

Jim Dahl states $7.5 million dollars, 25% higher than appraised value. Should cover any error from an appraiser.

MOTION BY: Robert Baer SECONDED BY: Joe Ridl
To approve the change of value to $7.5 million.

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

Mr. Jim Dahl states he appreciates the time and willingness to have this open discussion and to the Commissions and Mr. Dickinson.

B. IT Annual Update

IT Director Aaron Meyer presents and annual IT report. He states the IT Department has 4 Techs, 15 locations, 38 servers, 250 users and 1200 devices. He states the department had received two cybersecurity grants, $140,000 and $30,000. Director Meyer states they have updated Access Y.O.U. portal in 2025. He states this is a lifetime savings of this project of $30,000. He discusses the 3D printing initiative. In 2025 the IT Department had taken on the Department of Motor Vehicle and worked with the State on this project which was very large. They had completed the installation of the EMS hardware. Highway 22 NDDOT cameras were installed. There are 15 cameras throughout downtown. These are used for investigations and traffic regulations. They also installed the Broadway Building camera and updated the network. Also included in updating was the Public Works Training Room and updated the network core for all City services.

The Commissioners thanks Mr. Meyer and his staff for all the hard work. Commissioner Fridrich states this is very nice work for the IT Department.

C. Microsoft Contract

IT Director Aaron Meyer presents a Microsoft three-year renewal agreement provides licensing coverage for City of Dickinson servers, workstations, and users to ensure ongoing compliance with Microsoft licensing requirements. The agreement includes licensing for Windows Server (City and SCADA environments), SQL Server Enterprise (City) and SQL Server Standard (SCADA), Exchange Server, Windows desktop operating systems, Microsoft 365 Office licensing, and the required Client Access Licenses (CALs that allow users and services to access Windows Server resources). The total cost of the three-year agreement is $286,167.63, resulting in an annual cost of $95,389.21. He states this was a budgeted item for the City.

MOTION BY: Joe Ridl SECONDED BY: Robert Baer
To approve the Microsoft Contract for the City of Dickinson.

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

D. Actuarial Services Statement of Work
Deputy Finance Director Katie Greenwood presents the Statement of Work for Actuarial Services with Gallagher. Director Greenwood states there are four separate plans. She states GASB 74/75 requires annual valuations with updated census every other year. A 2025 report will be full year valuation along with Individual benefit statements for active members and audit support. The cost is $41,400 annually which is a 3% over last years cost.

MOTION BY: Robert Baer SECONDED BY: Jason Fridrich
To approve the Actuarial Services State of Work.

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

4. PUBLIC WORKS
A. No Report

5. PUBLIC SAFETY
A. Fire
Chapter 18 Amendment – 2024 International Fire Code
Deputy Fire Chief Mark Selle presents a Chapter 18 Amendment to the 2024 International Fire Code. The purpose of this memorandum is to present the recommended amendments to Municipal Code Chapter 18 relating to the adoption of the 2024 International Fire Code (IFC) and to request Commission approval to move these updates forward for consideration. This is the second reading of this ordinance. There have been no comments since the first reading.

MOTION BY: Russ Murphy SECONDED BY: Robert Baer
To approve second reading and final passage of Ordinance 1844.

ORDINANCE NO. 1844

AN ORDINANCE AMENDING AND RE-ENACTING ARTICLE 18, SECTIONS 18-4, 18-27, 18-30, 18-31, 18-32, 18-60, 18-64 OF THE DICKINSON MUNICIPAL CODE REGARDING FIRE PREVENTION AND PROTECTION

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

B.Police
No Report

6. COMMUNITY DEVELOPMENT SERVICES
A. Rezone Request – West Ridge 4th Rezone
City Planner Natalie Birchak states the applicants are requesting the approval of a zoning map amendment from General Commercial (GC) to Medium-Density Residential (R-2) for Lot 1 of Block 6 of the West Ridge 2nd Addition Subdivision, located within the City of Dickinson. The purpose of this rezoning is to allow for the applicant to combine the subject lot with the properties to the west and south into one large lot. The subject property is approximately 2.23 acres. Staff recommends approval of this rezone.

MOTION BY: Joe Ridl SECONDED BY: Russ Murphy
To approve second reading and final passage of Ordinance 1845.

ORDINANCE NO. 1845

AN ORDINANCE AMENDING THE DISTRICT ZONING MAP FOR REZONING AND RECLASSIFYING DESIGNATED LOTS, BLOCKS OR TRACTS OF LAND WITHIN THE ZONING JURISDICTION OF THE CITY OF DICKINSON, NORTH DAKOTA.

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

C. Final Plat – West Ridge 4th Addition

City Planner Natalie Birchak states the applicants are requesting the approval of a zoning map amendment from General Commercial to Medium-Density Residential for Lot 1 of Block 6 of the West Ridge 2nd Addition Subdivision, located within the City of Dickinson. The property is generally located along 50th Avenue West and is legally described as Lot 1, Block 6, of the West Ridge 2nd Addition Subdivision, located in the NE1/4 of the SE1/4 of Section 36, Township 140 North, Range 97 West, of the 5th Principal Meridian, City of Dickinson, Stark County, North Dakota. Planner Birchak states the purpose of this rezoning is to allow for the applicant to combine the subject lot with the properties to the west and south into one large lot. The subject property is approximately 2.23 acres. Planner Birchak states they want to reduce the tax burden on this property. There have been no public comments on this item. Staff recommends approval.

MOTION BY: Jason Fridrich SECONDED BY: Joe Ridl
To approve Resolution 01-2026.

RESOLUTION NO: 01-2026

A RESOLUTION APPROVING FINAL PLAT ENTITLED WEST RIDGE 4TH ADDITION SUBDIVISION STARK COUNTY, NORTH DAKOTA

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

D. Pavement Management Data Update Contract Amendment to MDST

Engineer and Community Development Director Joshua Skluzacek presents a contract amendment with MDS Technologies, Inc. to update the City of Dickinson Pavement Management Plan utilizing the PAVER database and provide up to two hours of general consulting as needed for an estimated time and material amount of $2,960.00. The funds for this portion of the project will be Cash on Hand. A legal review of this contract has been completed. Director Skluzacek states keeping the pavement management records up to date in a database is a critical tool for project forecasting, records retention in a single database, and long-term pavement management. Staff recommends approval.

MOTION BY: Robert Baer SECONDED BY: Joe Ridl
To approve Pavement Management Data Update Contract Amendment with MDST.

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

E.Asbestos Abatement Bid Tabulation – 22 S 10th Avenue West

Code Enforcement Officer II Tiffany Stewart states in May, 2025 the City of Dickinson voted to demolish 22 S 10th Avenue West. This decision had required an asbestos test which was completed and came back positive. Therefore, the City put out for bids the work of

asbestos removal. She states two bids were received and opened on 12/17/2025. The lowest bid came in from Integrity Environmental, LLC at $4,150.

President Scott Decker is baffled by the bid amount difference. He states this is quite significant and is concerned if it has transportation, disposal, etc. in the bid.

Code Enforcement Officer II Stewart states she has been in contact with both of the contractors and the City is not sure why there is such a difference in bids. Integrity states this removal is for the entire building and their travel cost from Williston. The landfill cost will be assessed to the property and was not in the bid. She states Integrity states this is their bid and there is no error in the bid.

MOTION BY: Russ Murphy SECONDED BY: Jason Fridrich
To approve the bid for Integrity Environmental, LLC for $4,150 to remove the asbestos from 22 S 10th Avenue West.

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

E. Monthly Report

Engineer and Community Development Director Joshua Skluzacek presents the year end review of the monthly Community Development Report. He states there were 14 different plats, 12 minor subdivisions, 5 SUP, 11 zoning map amendments, 19 lot modifications and many other items that took place throughout the year. He visits about building and codes and the number of budling permits paid and picked up. He reviewed the engineer projects for the Commissioners and states GIS is getting things updated for the project.

President Scott Decker states this is going to be a busy year. The State of the City is at the beginning of February. President Decker wishes everyone a Happy New Year!

7. PUBLIC HEARING – 5:00 P.M.

A. No Report

9. PUBLIC COMMENTS NOT ON AGENDA

None

10. COMMISSION COMMENTS

None

11. ADJOURNMENT

MOTION BY: Jason Fridrich SECONDED BY: Robert Baer
Adjournment of the meeting was at 6:00 P.M.

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

OFFICIAL MINUTES PREPARED BY:

_____

Rita Binstock, Assistant to City Administrator

APPROVED BY:

_____

Dustin Dassinger, City Administrator

_____

Scott Decker, President
Board of City Commissioners

Date: _____January 6, 2026_____

Please approve the following MANUAL checks on 1/20/2026

Check #	Vendor Name	Amount	Comment
CK#133521	CENTRAL DAKOTA FORENSIC NURSE	$ 15,065.42	SANE GRANTS
CK#133522	BRAVERA WEALTH	$ 1,168,060.00	PENSION PAYMENTS FOR 2026
CK#133652	SOUTHWEST WATER AUTHORITY	$ 375,187.86	MONTHLY WATER BILLING
CK#133676	DCI CREDIT SERVICES INC	$ 529.83	P/R GARISHMENT
CK#133677	FLORIDA STATE DISBURSEMENT	$ 161.54	GARISHMENT/CHILD SUPPORT
CK#133678	JOB SERVICE NORTH DAKOTA	$ 500.02	GARISHMENT
CK#133679	MONTANA CSSD SDU	$ 767.99	GARISHMENT/CHILD SUPPORT

PAYROLL TRANSACTIONS

12/12/2025

GROSS WAGES	$	742,975.84
NET WAGES	$	516,680.07
TAXES		
FEDERAL	$	74,829.23
FICA	$	108,532.12
STATE	$	3,375.41
PENSIONS		
DEFINED BENEFIT/EE " OLD PLAN "	$	2,329.20
BRAVERA DC /EE	$	2,416.80
BRAVERA DC/ER	$	2,416.80
NDPERS EE	$	35,374.46
NDPERS ER	$	54,885.95
HEALTH PREMIUM		
EMPLOYEE	$	21,314.55
EMPLOYER	$	137,257.07

PAYROLL TRANSACTIONS

12/26/2025

GROSS WAGES	$	709,275.21
NET WAGES	$	493,651.55
TAXES		
FEDERAL	$	67,380.81
FICA	$	102,945.48
STATE	$	2,623.40
PENSIONS		
DEFINED BENEFIT/EE " OLD PLAN "	$	2,287.44
BRAVERA DC/EE	$	2,327.06
BRAVERA DC/ER	$	2,327.06
NDPERS EE	$	33,688.32
NDPERS ER	$	51,789.32
HEALTH PREMIUM		
EMPLOYEE	$	21,752.01
EMPLOYER	$	139,173.19

BACK the BLUE RETENTION

12/4/2025

GROSS WAGES	$	67,458.24
NET WAGES	$	45,968.73
TAXES		
FEDERAL	$	15,087.76
FICA	$	10,320.92
STATE	$	1,241.29

2025 LONGEVITY

12/5/2025

GROSS WAGES	$	48,742.68
NET WAGES	$	30,408.82
TAXES		
FEDERAL	$	10,799.04
FICA	$	7,457.54
STATE	$	863.18
PENSIONS		
DEFINED BENEFIT/EE " OLD PLAN "	$	632.88
BRAVERA DC/EE	$	397.87
BRAVERA DC/ER	$	397.87
NDPERS EE	$	1,912.12
NDPERS ER	$	2,964.99

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: 1/1/2026

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: 9855 **Name:** 1 BETTER 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
	324852	INV	1/5/2026	1/5/2026	$1,352.00	ADVERTISING -LIBRARY		$1,352.00			
							Due				
Voucher(s): 1						Aged Totals:	$1,352.00	$1,352.00	$0.00	$0.00	$0.00

Vendor ID: 5714 **Name:** ACCENT WIRE-TIE **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
	10093131	INV	12/8/2025	12/8/2025	$3,938.94	GRIPPER YOKE, LEVER, WIRE		$3,938.94			
							Due				
Voucher(s): 1						Aged Totals:	$3,938.94	$3,938.94	$0.00	$0.00	$0.00

Vendor ID: 6643 **Name:** ADAM BREZINSKI **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
	1 MEETING 2025	INV	12/31/2025	12/31/2025	$100.00	1 MEETING SPECIAL ASSESSI		$100.00			
							Due				
Voucher(s): 1						Aged Totals:	$100.00	$100.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1578	INV	1/8/2026	1/8/2026	$3,000.00	REMOVE LG ELM, CLEAN & H/		$3,000.00			
							Due				
Voucher(s): 1						Aged Totals:	$3,000.00	$3,000.00	$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
	17FTCKL664D9	CRM	12/30/2025		($35.00)	RETURN STACKER BOX-DAM/		($35.00)			
	1YW4GPGPY637	CRM	1/13/2026		($11.19)	RETURN DIPTN BOOKS		($11.19)			
	1GF6TQDNHKW7	INV	12/31/2025	12/31/2025	$107.19	DIP TN BOOKS		$107.19			
	1P6KR66X311P	INV	12/31/2025	12/31/2025	$451.90	DIP TN BOOKS		$451.90			
	1P6KR66X1LXF	INV	1/4/2026	1/4/2026	$51.72	100 PLASTIC TAMPER SEALS		$51.72			
	11256812081993009	INV	1/5/2026	1/5/2026	$33.99	PROGRAMMING		$33.99			

Section 2. Item B.

14YFLKQFJK1T	INV	1/5/2026	1/5/2026	$75.98	MAGIC JOHN IPHONE		$75.98
1CLYHYKCFFHR	INV	1/5/2026	1/5/2026	$25.98	PLASTIC TAMPER SEALS		$25.98
1TCTHG1XFG1R	INV	1/7/2026	1/7/2026	$251.64	TISSUES		$251.64
11278196289249038	INV	1/12/2026	1/12/2026	$14.88	PROGRAMMING		$14.88
11283586524402628	INV	1/12/2026	1/12/2026	$140.38	PROGRAMMING		$140.38
1179RLDRFJ6P	INV	1/12/2026	1/12/2026	$561.18	GLOVEWORKS GLOVES		$561.18
1K6N9LRXFF36	INV	1/12/2026	1/12/2026	$89.99	CIGARETTE BUTT RECEPTAC		$89.99
1P3VWP6RP494	INV	1/12/2026	1/12/2026	$48.00	CONTRACTED LABOR		$48.00
1GRJVCM41TGV	INV	1/13/2026	1/13/2026	$347.14	TISSUE PAPER		$347.14

		Due				
Voucher(s): 15	Aged Totals:	$2,153.78	$2,153.78	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	23081	INV	12/31/2025	12/31/2025	$1,958.50	202517 IFAS IMPROVEMENTS		$1,958.50			
	23082	INV	12/31/2025	12/31/2025	$4,497.00	202517 BIOSOLIDS IMPROVEM		$4,497.00			
	23090	INV	12/31/2025	12/31/2025	$5,780.00	202404 LIFE 7 UPGRADE		$5,780.00			

		Due				
Voucher(s): 3	Aged Totals:	$12,235.50	$12,235.50	$0.00	$0.00	$0.00

Vendor ID: 9545 **Name:** ARROW SERVICE TEAM **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
	90022	INV	12/24/2025	12/24/2025	$917.43	WATER MITIGATION-DEMO &		$917.43			

		Due				
Voucher(s): 1	Aged Totals:	$917.43	$917.43	$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
	201577	INV	12/19/2025	12/19/2025	$275.00	WORK @ VILLARD & 3RD		$275.00			
	201594	INV	12/31/2025	12/31/2025	$200.00	WORK DONE @ VILLARD & 10		$200.00			
	201624	INV	1/12/2026	1/12/2026	$150.00	EW LIGHT REPAIRS		$150.00			
	201626	INV	1/12/2026	1/12/2026	$600.00	INSPECT BASE, HAUL POLE		$600.00			

		Due				
Voucher(s): 4	Aged Totals:	$1,225.00	$1,225.00	$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
	86186-4	INV	11/25/2025	11/25/2025	$396.85	CLOTHING FOR PD			$396.85		
	86359-1	INV	12/9/2025	12/9/2025	$190.00	CLOTHING -PD		$190.00			
	86424-1	INV	12/16/2025	12/16/2025	$523.70	WINTER 2025 EQUIPMENT PD		$523.70			
	86424-2	INV	12/16/2025	12/16/2025	$603.20	WINTER 2025 EQUIPMENT -PI		$603.20			
							Due				
Voucher(s): 4						Aged Totals:	$1,713.75	$1,316.90	$396.85	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	00730107797	INV	1/9/2026	1/9/2026	$15,760.78	202215 DICKINSON PUBLIC LIE		$15,760.78			
	00730107972	INV	1/9/2026	1/9/2026	$7,187.50	202512 EAST TANK INTERIOR		$7,187.50			
							Due				
Voucher(s): 2						Aged Totals:	$22,948.28	$22,948.28	$0.00	$0.00	$0.00

Vendor ID: 817 **Name:** BECKER, DANA **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
	FEBRUARY PREMIUM	INV	1/14/2026	1/14/2026	$997.24	OPEB HEALTH BENEFIT		$997.24			
	JAN MAKEUP PYMT	INV	1/14/2026	1/14/2026	$1,176.79	OPEB HLTH BENEFIT		$1,176.79			
							Due				
Voucher(s): 2						Aged Totals:	$2,174.03	$2,174.03	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	202509 6	INV	12/31/2025	12/31/2025	$407,718.81	202509 SIMS ST 2ND ST E -9TI		$407,718.81			
							Due				
Voucher(s): 1						Aged Totals:	$407,718.81	$407,718.81	$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
	90104	INV	12/31/2025	12/31/2025	$405.00	REPROGRAM LIFT STATION P		$405.00			
	90107	INV	12/31/2025	12/31/2025	$7,656.63	TROUBLESHOOT 2 HEATERS		$7,656.63			
	90113	INV	12/31/2025	12/31/2025	$360.00	TROUBLESHOOT MIXER ON IF		$360.00			
	90143	INV	12/31/2025	12/31/2025	$3,434.21	OREDER & INSTALL HEAT TR/		$3,434.21			
							Due				
Voucher(s): 4						Aged Totals:	$11,855.84	$11,855.84	$0.00	$0.00	$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

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
	22037	INV	12/23/2025	12/23/2025	$3,728.75	NEW TIRES		$3,728.75			
	22056	INV	1/6/2026	1/6/2026	$214.00	ROTATED DRIVES		$214.00			
	22069	INV	1/8/2026	1/8/2026	$231.00	NEW TIRES UNIT R5		$231.00			
	22070	INV	1/8/2026	1/8/2026	$1,830.24	NEW TIRES UNIT R53		$1,830.24			
							Due				
Voucher(s): 4						Aged Totals:	$6,003.99	$6,003.99	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1767971048	INV	1/9/2026	1/9/2026	$110.00	GUEST SERVICES-ROBERT B.		$110.00			
							Due				
Voucher(s): 1						Aged Totals:	$110.00	$110.00	$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
	2222079	INV	12/30/2025	12/30/2025	$40.49	DIP AV		$40.49			
							Due				
Voucher(s): 1						Aged Totals:	$40.49	$40.49	$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
	111089	INV	1/5/2026	1/5/2026	$10.50	BUSHING 11/16 X 1/-3/4"X9/16"		$10.50			
							Due				
Voucher(s): 1						Aged Totals:	$10.50	$10.50	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	931730973	INV	1/5/2026	1/5/2026	$174.37	INDUSTRIAL 56 WHT 3 STEEL		$174.37			
							Due				
Voucher(s): 1						Aged Totals:	$174.37	$174.37	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	86031659	INV	12/17/2025	12/17/2025	$65.53	C4 MIDAZOLAM 5 MG		$65.53			
	86043986	INV	12/30/2025	12/30/2025	$750.77	TEMPORAL ARTERY THERMO		$750.77			
	86045890	INV	12/31/2025	12/31/2025	$2,904.17	MISC SUPPLIES FOR EMS		$2,904.17			
	86053031	INV	1/7/2026	1/7/2026	$1,145.70	MISC SUPPLIES FOR EMS		$1,145.70			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

		Due				
Voucher(s): 4	Aged Totals:	$4,866.17	$4,866.17	$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
	405422	INV	12/16/2025	12/16/2025	$189.00	CAN LINER, WIPE DISINFECT		$189.00			
	40002	INV	12/30/2025	12/30/2025	$39.80	4 5 GAL SPRING WATER		$39.80			
	405423	INV	12/30/2025	12/30/2025	$2,290.96	T TISSUES, GLOVES, WIPES, (		$2,290.96			
	406867	INV	1/12/2026	1/12/2026	$225.00	FLEX WIPES, ALL PURPOSE C		$225.00			

		Due				
Voucher(s): 4	Aged Totals:	$2,744.76	$2,744.76	$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
	IN1001804	INV	12/26/2025	12/26/2025	$2,650.00	202215 LIBRARY ADDITION		$2,650.00			
	IN1001810	INV	12/26/2025	12/26/2025	$1,999.50	202513 LEAD SERVICE REPLA		$1,999.50			
	IN1002400	INV	12/26/2025	12/26/2025	$15,877.39	202601 2026 ROAD MAINTENA		$15,877.39			
	IN1002403	INV	12/26/2025	12/26/2025	$2,228.50	202105 4TH ST E, 5TH ST E, 2(		$2,228.50			
	IN1002405	INV	12/26/2025	12/26/2025	$1,110.00	202418 9TH ST W & 5TH AVE		$1,110.00			
	IN1002552	INV	1/12/2026	1/12/2026	$5,199.35	202506 21ST ST W STATE AVE		$5,199.35			

		Due				
Voucher(s): 6	Aged Totals:	$29,064.74	$29,064.74	$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
	09WO0129826	INV	12/20/2025	12/20/2025	$1,573.86	WORK DONE ON UNIT R-1		$1,573.86			
	09PS0389700	INV	12/31/2025	12/31/2025	$87.54	CAT ELC 1 GAL		$87.54			
	09PS0389701	INV	12/31/2025	12/31/2025	$87.54	CAT ELC-1 GAL (6)		$87.54			
	09PS0389981	INV	1/8/2026	1/8/2026	$452.48	HYDRO ADV		$452.48			
	09PS0389982	INV	1/8/2026	1/8/2026	$590.58	FILTERS		$590.58			
	09PS0390123	INV	1/10/2026	1/10/2026	$136.56	SCREWS, HOSES,HINGE, LAT		$136.56			

		Due				
Voucher(s): 6	Aged Totals:	$2,928.56	$2,928.56	$0.00	$0.00	$0.00

Vendor ID: 9721 **Name:** CAPITAL INDUSTRIES LLC/CAP-IT-ALL **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
	1060	INV	12/31/2025	12/31/2025	$68.00	MENDING FOR PD		$68.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

			Due				
Voucher(s): 1	Aged Totals:	$68.00	$68.00	$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
	2781-443067	CRM	12/23/2025		($27.00)	RETURN 12V BATTERY CORE		($27.00)			
	2781-443040	INV	12/22/2025	12/22/2025	$193.07	12V COMMER BATTERY		$193.07			

			Due				
Voucher(s): 2	Aged Totals:	$166.07	$166.07	$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
	21354	INV	12/23/2025	12/23/2025	$2,718.28	WORK ON DISCHG AIR SENS(		$2,718.28			
	21402	INV	1/8/2026	1/8/2026	$2,599.80	BAD VAC PUMP MOTOR REPL		$2,599.80			

			Due				
Voucher(s): 2	Aged Totals:	$5,318.08	$5,318.08	$0.00	$0.00	$0.00

Vendor ID: 1859 **Name:** CHI ST ALEXIUS MEDICAL CENTER **Class ID:** 1099 **FED TAX CLAS:** MEDICAL

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	24788	INV	12/31/2025	12/31/2025	$1,183.41	EAP QUARTERLY SERVICES (		$1,183.41			

			Due				
Voucher(s): 1	Aged Totals:	$1,183.41	$1,183.41	$0.00	$0.00	$0.00

Vendor ID: 9641 **Name:** CIVICPLUS 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
	357930	INV	1/1/2026	1/1/2026	$14,332.50	EMERGENCY & MASS NOTIF F		$14,332.50			
	355430	INV	1/9/2026	1/9/2026	$7,061.52	AGENDA & MEETING MANAGE		$7,061.52			
	355512	INV	1/9/2026	1/9/2026	$13,867.19	SPECIALTY SUB SUBSCRIP, U		$13,867.19			

			Due				
Voucher(s): 3	Aged Totals:	$35,261.21	$35,261.21	$0.00	$0.00	$0.00

Vendor ID: 2725 **Name:** CLEAN SWEEP VACUUM 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
	220000110830	INV	12/29/2025	12/29/2025	$34.99	HEPA BAG 6 PK		$34.99			
	110885	INV	12/30/2025	12/30/2025	$45.00	RICCAR A PAPER BAG BULKS		$45.00			

			Due				
Voucher(s): 2	Aged Totals:	$79.99	$79.99	$0.00	$0.00	$0.00

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

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

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	2716800 010126	INV	1/1/2026	1/1/2026	$4,623.10	MONTHLY PHONE BILLING		$4,623.10				
	423500 010126	INV	1/1/2026	1/1/2026	$146.25	MONTHLY PHONE BILLING		$146.25				
	423600 010126	INV	1/1/2026	1/1/2026	$3,011.37	MONTHLY PHONE BILLING		$3,011.37				
								Due				
Voucher(s):	3					Aged Totals:		$7,780.72	$7,780.72	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1549	INV	10/23/2025	10/23/2025	$1,795.98	09/30/25 WATER STATEMENT				$1,795.98	
	1550	INV	10/23/2025	10/23/2025	$1,927.56	09/20/25 WATER STATEMENT				$1,927.56	
	1578	INV	12/22/2025	12/22/2025	$1,850.00	#9 25K ENVELOPES		$1,850.00			
								Due			
Voucher(s):	3					Aged Totals:		$5,573.54	$1,850.00	$0.00	$3,723.54	$0.00

Vendor ID: 4560 **Name:** DAKOTA SUPPLY GROUP **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
	S105305267.001	INV	12/17/2025	12/17/2025	$15.98	IMPACT FLIP SOCKET SET 2 F		$15.98			
								Due			
Voucher(s):	1					Aged Totals:		$15.98	$15.98	$0.00	$0.00	$0.00

Vendor ID: 3265 **Name:** DE LAGE LANDEN **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
	594282664	INV	1/1/2026	1/1/2026	$26,819.26	GMC LEASES		$26,819.26			
								Due			
Voucher(s):	1					Aged Totals:		$26,819.26	$26,819.26	$0.00	$0.00	$0.00

Vendor ID: 6107 **Name:** DEM-CON COMPANIES, 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
	8911	INV	12/31/2025	12/31/2025	$313.56	RESIDENTIAL TRANSFERS		$313.56			
								Due			
Voucher(s):	1					Aged Totals:		$313.56	$313.56	$0.00	$0.00	$0.00

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
	2026 SUBSIDY FUNDS	INV	1/6/2026	1/6/2026	$12,500.00	2026 SUBSIDY FUNDS		$12,500.00			
								Due			
Voucher(s):	1					Aged Totals:		$12,500.00	$12,500.00	$0.00	$0.00	$0.00

Vendor ID: 4829 **Name:** DICKINSON CITY BAND **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
	2026 SUBSIDY PYMT	INV	1/12/2026	1/12/2026	$2,500.00	2026 SUBSIDY PAYMENT		$2,500.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

							Due			
Voucher(s):	1					Aged Totals:	$2,500.00	$2,500.00	$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
	RECD DEC 25	INV	1/2/2026	1/2/2026	$37,150.27	STATE TREA/OCC TAX REC D		$37,150.27			
							Due				
Voucher(s):	1					Aged Totals:	$37,150.27	$37,150.27	$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
	RECD DEC 25	INV	1/2/2026	1/2/2026	$24,544.96	STATE TREA/ST AID RECD IN		$24,544.96			
	1ST QUARTER 2026	INV	1/6/2026	1/6/2026	$375,000.00	1ST QUARTER SUBSIDY PYMT		$375,000.00			
							Due				
Voucher(s):	2					Aged Totals:	$399,544.96	$399,544.96	$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	1/8/2026	1/8/2026	$2,369.78	EMPLOYEE MEMBERSHIPS		$2,369.78			
							Due				
Voucher(s):	1					Aged Totals:	$2,369.78	$2,369.78	$0.00	$0.00	$0.00

Vendor ID: 1586 **Name:** DICKINSON 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
	2026 FUNDS	INV	1/12/2026	1/12/2026	$6,500.00	2026 SUBSIDY PAYMENT		$6,500.00			
							Due				
Voucher(s):	1					Aged Totals:	$6,500.00	$6,500.00	$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
	SEPT-DEC PYMT 26	INV	12/31/2025	12/31/2025	$697,900.00	HUB CITY DEBT RELIEF SEPT		$697,900.00			
							Due				
Voucher(s):	1					Aged Totals:	$697,900.00	$697,900.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	41483	INV	1/8/2026	1/8/2026	$85.94	MEDICAL SUPPLIES		$85.94			
	41484	INV	1/8/2026	1/8/2026	$217.89	MEDICAL SUPPLIES		$217.89			
							Due				
Voucher(s):	2					Aged Totals:	$303.83	$303.83	$0.00	$0.00	$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2026 SUBSIDY PYMT	INV	1/12/2026	1/12/2026	$32,500.00	2026 SUBSIDY FUNDS		$32,500.00			
							Due				
Voucher(s): 1						Aged Totals:	$32,500.00	$32,500.00	$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
	4136145A	INV	12/31/2025	12/31/2025	$741.00	LEGAL SERVICES RENDERED		$741.00			
	4145139	INV	12/31/2025	12/31/2025	$570.00	LEGAL SERVICES THRU 1231		$570.00			
	4145984	INV	12/31/2025	12/31/2025	$741.00	LEGAL SERVICES THRU 1231		$741.00			
							Due				
Voucher(s): 3						Aged Totals:	$2,052.00	$2,052.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	791	INV	1/15/2026	1/15/2026	$5,930.00	ELEVATOR EMERGENCY MGT		$5,930.00			
							Due				
Voucher(s): 1						Aged Totals:	$5,930.00	$5,930.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	227659	INV	12/25/2025	12/25/2025	$997.34	REPAIR MOTOR -TEST RUN		$997.34			
							Due				
Voucher(s): 1						Aged Totals:	$997.34	$997.34	$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
	1ST QUARTER 26	INV	1/6/2026	1/6/2026	$63,000.00	1ST QUARTER SUBSIDY PYMT		$63,000.00			
							Due				
Voucher(s): 1						Aged Totals:	$63,000.00	$63,000.00	$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
	108251	INV	12/17/2025	12/17/2025	$2,433.00	MISC INSTALLS OF RADIO SYS		$2,433.00			
							Due				
Voucher(s): 1						Aged Totals:	$2,433.00	$2,433.00	$0.00	$0.00	$0.00

Vendor ID: 2740 **Name:** ERNST, TREVOR **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
	1 MEETING 2025	INV	12/31/2025	12/31/2025	$100.00	1 MEETING SPECIAL ASSESSI		$100.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

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

Vendor ID: 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
	206-033585	CRM	12/23/2025		($16.00)	RETURN MEDIUM BATTERY C		($16.00)			
	206-033508	INV	12/19/2025	12/19/2025	$87.41	BATTERY CCA840 RC145		$87.41			
	206-033732	INV	12/31/2025	12/31/2025	$12.44	SPARKPLUG IRIDIUM		$12.44			
	206-033738	INV	12/31/2025	12/31/2025	$37.32	SPARKPLUG IRIDIUM		$37.32			
	206-033774	INV	1/2/2026	1/2/2026	$104.93	FAN AND MOTOR ASY		$104.93			
	206-033889	INV	1/7/2026	1/7/2026	$195.04	BATTERT CCA		$195.04			

							Due			
Voucher(s):	6				Aged Totals:		$421.14	$421.14	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	NDDIC207856	INV	12/31/2025	12/31/2025	$986.40	16X20X2 STDWBFLTR		$986.40			

							Due			
Voucher(s):	1				Aged Totals:		$986.40	$986.40	$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
	9-115-76060	INV	12/24/2025	12/24/2025	$64.50	SHIPPING OF PACKAGE		$64.50			
	9-123-97721	INV	12/31/2025	12/31/2025	$192.20	SHIPPING OF PACKAGE		$192.20			
	9-130-92519	INV	1/7/2026	1/7/2026	$71.06	SHIPPING OF PACKAGE		$71.06			

							Due			
Voucher(s):	3				Aged Totals:		$327.76	$327.76	$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
	WI009154-2	INV	12/19/2025	12/19/2025	$59.52	1-1/4 CI CURB BX PLUG		$59.52			

							Due			
Voucher(s):	1				Aged Totals:		$59.52	$59.52	$0.00	$0.00	$0.00

Vendor ID: 5581 **Name:** FISHER SCIENTIFIC COMPANY, LLC **Class ID:** **FED TAX CLAS:** LLC AS C

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	5624537	INV	12/16/2025	12/16/2025	$111.66	THERMO REFRIG HI ACCURA(		$111.66			

							Due			
Voucher(s):	1				Aged Totals:		$111.66	$111.66	$0.00	$0.00	

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City of Dickinson

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
	IN200-2010114	INV	12/29/2025	12/29/2025	$897.00	10MB FLAT DATA PLANUS W/I		$897.00			
							Due				
Voucher(s): 1						Aged Totals:	$897.00	$897.00	$0.00	$0.00	$0.00

Vendor ID: 5859 **Name:** FORUM COMMUNICATIONS CO. **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	MP119154 123125	INV	12/31/2025	12/31/2025	$99.00	ADVERTING -MUSUEM		$99.00			
							Due				
Voucher(s): 1						Aged Totals:	$99.00	$99.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	20983	INV	12/23/2025	12/23/2025	$2,413.89	12/19/25 DICKINSON-SHAKOPI		$2,413.89			
	21055	INV	12/31/2025	12/31/2025	$2,391.31	12/30/25 DICKINSON-SHAKOPI		$2,391.31			
	21069	INV	1/12/2026	1/12/2026	$2,385.81	010726 DICKINSON-SHAKOPE		$2,385.81			
							Due				
Voucher(s): 3						Aged Totals:	$7,191.01	$7,191.01	$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
	360213	INV	12/18/2025	12/18/2025	$350.00	ENGAGEMENT-PENSION-CITY		$350.00			
							Due				
Voucher(s): 1						Aged Totals:	$350.00	$350.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	37987	INV	1/7/2026	1/7/2026	$0.98	LOCK WASHERS		$0.98			
	37999	INV	1/7/2026	1/7/2026	$163.35	COUPLERS, PLUG, STEMS,HC		$163.35			
							Due				
Voucher(s): 2						Aged Totals:	$164.33	$164.33	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	198290	INV	12/16/2025	12/16/2025	$40.00	FLAT REPAIR R-8		$40.00			
	198318	INV	12/17/2025	12/17/2025	$80.00	FLAT REPAIRS UNITS R-5 & R-		$80.00			
	198334	INV	12/18/2025	12/18/2025	$40.00	FLAT REPAIR UNIT R-5		$40.00			
	198687	INV	12/29/2025	12/29/2025	$40.00	FLAT REPAIR UNIT R-7		$40.00			

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			Due				
Voucher(s): 4	Aged Totals:	$200.00	$200.00	$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
	8642	INV	1/2/2026	1/2/2026	$150.00	SNOW REMOVAL 122825 LIBR		$150.00			

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

Vendor ID: 2572 **Name:** HOTSY EQUIPMENT 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
	SI037208	INV	12/30/2025	12/30/2025	$251.95	NOZZLE TURBO, SS QUICK CF		$251.95			

			Due				
Voucher(s): 1	Aged Totals:	$251.95	$251.95	$0.00	$0.00	$0.00

Vendor ID: 2255 **Name:** INFORMATION TECHNOLOGY DEPT **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
	DP122025.945.0	INV	12/31/2025	12/31/2025	$570.75	AZURE AD PLAN 2, NETMOTIC		$570.75			
	DP122025.945.7	INV	12/31/2025	12/31/2025	$189.15	WAN ACCESS STATE FIBER C		$189.15			
	TC122025.945.0	INV	12/31/2025	12/31/2025	$25.00	PEXIP VIRTUAL MEETING ROC		$25.00			

			Due				
Voucher(s): 3	Aged Totals:	$784.90	$784.90	$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
	93201157	INV	12/29/2025	12/29/2025	$32.10	DIP		$32.10			
	93201158	INV	12/29/2025	12/29/2025	$29.73	BC		$29.73			
	93201159	INV	12/29/2025	12/29/2025	$37.23	DIP CH		$37.23			
	93201160	INV	12/29/2025	12/29/2025	$21.22	DIP		$21.22			
	93201161	INV	12/29/2025	12/29/2025	$47.98	BC		$47.98			
	93201162	INV	12/29/2025	12/29/2025	$11.46	BC		$11.46			
	93201163	INV	12/29/2025	12/29/2025	$15.33	DIP		$15.33			
	93201164	INV	12/29/2025	12/29/2025	$25.05	DIP CH		$25.05			

			Due				
Voucher(s): 8	Aged Totals:	$220.10	$220.10	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and
	IN5021089	INV	1/2/2026	1/2/2026	$70.86	CUPS, PPR, HOT, 8 OZ		$70.86			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

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								Due			
Voucher(s):	1					Aged Totals:		$70.86	$70.86	$0.00	$0.00	$0.00
Vendor ID:	5043		**Name:**	J.E. DUNN CONSTRUCTION CO			**Class ID:**			**FED TAX CLAS:**	
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	202215 4	INV	11/30/2025	11/30/2025	$527,418.00	202215 LIBRARY ADDITION			$527,418.00		
								Due			
Voucher(s):	1					Aged Totals:		$527,418.00	$0.00	$527,418.00	$0.00	$0.00
Vendor ID:	6645		**Name:**	JBND STUDIO			**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
	2035	INV	12/31/2025	12/31/2025	$135.00	DOOR SIGNAGE FOR DMV 26		$135.00			
								Due			
Voucher(s):	1					Aged Totals:		$135.00	$135.00	$0.00	$0.00	$0.00
Vendor ID:	293		**Name:**	JEROMES DISTRIBUTING INC			**Class ID:**			**FED TAX CLAS:**	
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2066663	INV	12/31/2025	12/31/2025	$12.75	WATER RENTAL		$12.75			
								Due			
Voucher(s):	1					Aged Totals:		$12.75	$12.75	$0.00	$0.00	$0.00
Vendor ID:	6630		**Name:**	JERRY D. SCHWARTZ CONSTRUCTION LLC			**Class ID:**	1099		**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
	101525	INV	10/15/2025	10/15/2025	$1,198.00	REPLACEMENT OF DOOR VET				$1,198.00	
								Due			
Voucher(s):	1					Aged Totals:		$1,198.00	$0.00	$0.00	$1,198.00	$0.00
Vendor ID:	617		**Name:**	JP STEEL & SUPPLY			**Class ID:**			**FED TAX CLAS:**	
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	178843	INV	12/8/2025	12/8/2025	$420.68	10 GA SHEET, BLUE FIRE WHI		$420.68			
	179343	INV	1/7/2026	1/7/2026	$106.63	10.5 1X2 FLAT BAR CUT TO SI		$106.63			
								Due			
Voucher(s):	2					Aged Totals:		$527.31	$527.31	$0.00	$0.00	$0.00
Vendor ID:	6629		**Name:**	KAHANALO CONSULTING, LLC			**Class ID:**	1099		**FED TAX CLAS:**	INDV/SOLE PROPRIETOR
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	DPD-0002	INV	12/27/2025	12/27/2025	$225.00	SERVICES		$225.00			
								Due			
Voucher(s):	1					Aged Totals:		$225.00	$225.00	$0.00	$0.00	$0.00
Vendor ID:	2229		**Name:**	KIESLER POLICE 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

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	INV271557	INV	1/2/2026	1/2/2026	$5,450.40	GLOCK, SARARILAND MID RID		$5,450.40				
							Due					
Voucher(s):	1					Aged Totals:	$5,450.40	$5,450.40	$0.00	$0.00	$0.00	

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	4350	INV	12/21/2025	12/21/2025	$700.00	BASE COVE INSTALL-LIBRARY		$700.00			
							Due				
Voucher(s):	1					Aged Totals:	$700.00	$700.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	015473	INV	12/30/2025	12/30/2025	$530.00	40T CRANE 12/10/25, LABOR 2		$530.00			
							Due				
Voucher(s):	1					Aged Totals:	$530.00	$530.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	312688	INV	10/1/2025	10/1/2025	$69.70	INTERPER FOR COURT					$69.70
	320280	INV	12/31/2025	12/31/2025	$85.00	INTERPER FOR COURT		$85.00			
							Due				
Voucher(s):	2					Aged Totals:	$154.70	$85.00	$0.00	$0.00	$69.70

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	262710	INV	12/31/2025	12/31/2025	$1,470.86	DIPTN BOOKS		$1,470.86			
							Due				
Voucher(s):	1					Aged Totals:	$1,470.86	$1,470.86	$0.00	$0.00	$0.00

Vendor ID: 4689 **Name:** LEXIPOL 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
	INVPM11261516	INV	1/1/2026	1/1/2026	$1,920.44	ANNUAL IT SUPPORT LEFTA		$1,920.44			
							Due				
Voucher(s):	1					Aged Totals:	$1,920.44	$1,920.44	$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
	54226182	INV	1/7/2026	1/7/2026	$806.52	OXYGEN		$806.52			
							Due				
Voucher(s):	1					Aged Totals:	$806.52	$806.52	$0.00	$0.00	$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	0324390-IN	INV	11/17/2025	11/17/2025	$166.61	MEASURING WHEEL, PAINT			$166.61		
							Due				
Voucher(s): 1						Aged Totals:	$166.61	$0.00	$166.61	$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
	157406	INV	12/30/2025	12/30/2025	$65.00	CLOTHING ORDERED-D REINI		$65.00			
	157418	INV	12/30/2025	12/30/2025	$108.00	(9) SHAKER BOTTLES		$108.00			
	157428	INV	12/31/2025	12/31/2025	$81.00	CLOTHING ORDERED-G BELL		$81.00			
	157446	INV	1/2/2026	1/2/2026	$108.00	CLOTHING ORDERED-PT FIRE		$108.00			
	157513	INV	1/6/2026	1/6/2026	$92.00	CLOTHING ORDERED-DAN KA		$92.00			
	157514	INV	1/6/2026	1/6/2026	$140.00	CLOTHING ORDERED-Z LONG		$140.00			
	157515	INV	1/6/2026	1/6/2026	$184.00	CLOTHING ORDERED-E GRIN		$184.00			
	157519	INV	1/6/2026	1/6/2026	$48.00	CLOTHING ORDERED-DEE NE		$48.00			
	157521	INV	1/6/2026	1/6/2026	$300.00	CLOTHING ORDERED-C TORM		$300.00			
	157535	INV	1/6/2026	1/6/2026	$220.00	CLOTHING ORDERED-M LAPP		$220.00			
	157549	INV	1/7/2026	1/7/2026	$248.00	CLOTHING -KRIS LEGGATE		$248.00			
	157551	INV	1/7/2026	1/7/2026	$151.00	CLOTHING ORDERED-D LOCK		$151.00			
	157590	INV	1/8/2026	1/8/2026	$226.00	CLOTHING ORDERED-C KENN		$226.00			
	157604	INV	1/8/2026	1/8/2026	$201.00	CLOTHING ORDERED-D BURI		$201.00			
	157655	INV	1/12/2026	1/12/2026	$232.00	CLOTHING ALLOWANCE-B JO		$232.00			
							Due				
Voucher(s): 15						Aged Totals:	$2,404.00	$2,404.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	12612	INV	1/2/2026	1/2/2026	$330.21	SERVICE WORK ON BOILER S		$330.21			
	12637	INV	1/6/2026	1/6/2026	$976.00	RECOVERED 61 UNITS @ BAL		$976.00			
	12666	INV	1/12/2026	1/12/2026	$522.50	SERVICE WORK @ FIRE HALL		$522.50			
							Due				
Voucher(s): 3						Aged Totals:	$1,828.71	$1,828.71	$0.00	$0.00	$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Vendor ID: 6601 **Name:** MED OPS STAFFING, 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
	1188	INV	12/31/2025	12/31/2025	$9,708.40	CONTRACT PARAMEDIC HRS		$9,708.40			
							Due				
Voucher(s): 1						Aged Totals:	$9,708.40	$9,708.40	$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
	74273	INV	12/22/2025	12/22/2025	$102.80	BROOM, POWER TOOL, GLAS		$102.80			
	74513	INV	12/30/2025	12/30/2025	$210.64	WIRE SHELF, BRACKETS, DR'		$210.64			
	74975	INV	12/31/2025	12/31/2025	$201.84	BATTERIES, BOUNTY		$201.84			
	74646	INV	1/4/2026	1/4/2026	$16.97	HEX HEAD, FIREMANS NOZZL		$16.97			
	74670	INV	1/5/2026	1/5/2026	$52.71	CLOTHS, SPRAY PRIMER FLT		$52.71			
	74674	INV	1/5/2026	1/5/2026	$72.98	CLOTHING -SEAN ROSS		$72.98			
	74724	INV	1/6/2026	1/6/2026	$533.48	3800 PSI ARIENS GPW, GRAN		$533.48			
	74796	INV	1/8/2026	1/8/2026	$18.91	GLACIERMIST SPRING WATEI		$18.91			
	74799	INV	1/8/2026	1/8/2026	$149.36	DOOR STOPS, DAWN, TESTEI		$149.36			
	74828	INV	1/9/2026	1/9/2026	$78.85	TURBO SPRAY RUST PRIMER		$78.85			
	74921	INV	1/12/2026	1/12/2026	$30.28	ROM NUMERS CLOCK, SHUT (		$30.28			
	74975A	INV	1/13/2026	1/13/2026	$22.18	BOUNTY, BATTERIES		$22.18			
							Due				
Voucher(s): 12						Aged Totals:	$1,491.00	$1,491.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	22239950115134	INV	12/20/2025	12/20/2025	$111.39	MIDCO BUSINESS INTERNET		$111.39			
	22267580115145	INV	12/27/2025	12/27/2025	$240.78	MIDCO BUSINESS INTERNET		$240.78			
							Due				
Voucher(s): 2						Aged Totals:	$352.17	$352.17	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	100204	INV	12/30/2025	12/30/2025	$1,580.37	13' COMMERICAL ANGLE IRON		$1,580.37			
	100212	INV	12/30/2025	12/30/2025	$1,075.62	DUPLEX SPRING, LABOR		$1,075.62			

							Due				
Voucher(s):	2					Aged Totals:	$2,655.99	$2,655.99	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1268372	INV	1/5/2026	1/5/2026	$68.25	CHEMICALS		$68.25			

							Due				
Voucher(s):	1					Aged Totals:	$68.25	$68.25	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	508213389	INV	12/24/2025	12/24/2025	$115.49	DIP CH AV		$115.49			
	508243862	INV	12/30/2025	12/30/2025	$14.99	DIP CH AV		$14.99			
	508243863	INV	12/30/2025	12/30/2025	$14.99	SLOPE CH AV		$14.99			
	508252844	INV	12/31/2025	12/31/2025	$1,840.27	DIGITAL AUDIOBOOK, MOVIE,		$1,840.27			

							Due				
Voucher(s):	4					Aged Totals:	$1,985.74	$1,985.74	$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
	1327527	INV	10/7/2025	10/7/2025	$311.92	CHEMICALS				$311.92	
	1327531	INV	10/7/2025	10/7/2025	$155.31	CHEMICALS				$155.31	
	1334898	INV	11/24/2025	11/24/2025	$1,142.62	CHEMICALS			$1,142.62		
	1340038	INV	12/31/2025	12/31/2025	$57.00	CHEMICALS		$57.00			
	1340048	INV	12/31/2025	12/31/2025	$57.00	CHEMICALS		$57.00			
	1340181	INV	1/2/2026	1/2/2026	$114.81	CHEMICALS		$114.81			
	1340182	INV	1/2/2026	1/2/2026	$100.81	CHEMICALS		$100.81			
	1340183	INV	1/2/2026	1/2/2026	$257.42	CHEMICALS		$257.42			
	1340655	INV	1/7/2026	1/7/2026	$114.81	CHEMICALS		$114.81			
	1340656	INV	1/7/2026	1/7/2026	$57.00	CHEMICALS		$57.00			
	1340661	INV	1/7/2026	1/7/2026	$100.81	CHEMICALS		$100.81			

							Due				
Voucher(s):	11					Aged Totals:	$2,469.51	$859.66	$1,142.62	$467.23	$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
	MMI220220-1A	INV	12/30/2025	12/30/2025	$1,360.00	PROGRAMMING		$1,360.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	MMI220220-2A	INV	12/30/2025	12/30/2025	$431.89	PROGRAMMING		$431.89			
	MMI220220-3	INV	12/30/2025	12/30/2025	$941.55	PROGRAMMING		$941.55			
							Due				
Voucher(s):	3			Aged Totals:			$2,733.44	$2,733.44	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	58581	INV	12/29/2025	12/29/2025	$328.96	INSTALL TEMP FOR STREET L		$328.96			
	3027600 010126	INV	1/1/2026	1/1/2026	$59.99	MONTHLY PHONE BILLING		$59.99			
	89112210003 01/26	INV	1/2/2026	1/2/2026	$1,107.86	MONTHLY ELECTRICAL BILLIN		$1,107.86			
							Due				
Voucher(s):	3			Aged Totals:			$1,496.81	$1,496.81	$0.00	$0.00	$0.00

Vendor ID: 5748 **Name:** MORTON SALT, 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
	5403971065	INV	1/9/2026	1/9/2026	$17,702.01	47.14 BULK SOLAR WHITE SAI		$17,702.01			
							Due				
Voucher(s):	1			Aged Totals:			$17,702.01	$17,702.01	$0.00	$0.00	$0.00

Vendor ID: 9788 **Name:** ND DEPT of EMERGENCY SERVICES **Class ID:** **FED TAX CLAS:** GOVERNMENT AGENCY

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	001365	INV	1/1/2026	1/1/2026	$4,800.00	LETS TERMINAL FEES OCT,NO		$4,800.00			
	001459	INV	1/1/2026	1/1/2026	$1,144.00	LETS TERMINALS, RENEWAL		$1,144.00			
							Due				
Voucher(s):	2			Aged Totals:			$5,944.00	$5,944.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	#OPCERT-5314	INV	1/8/2026	1/8/2026	$50.00	ND OPERATOR EXAM FEES		$50.00			
	OPCERT-5316	INV	1/12/2026	1/12/2026	$50.00	ND OPERATOR EXAM FEES		$50.00			
							Due				
Voucher(s):	2			Aged Totals:			$100.00	$100.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	5124111	INV	12/31/2025	12/31/2025	$60.00	REGULAR VOICE CALL OUT T		$60.00			
							Due				
Voucher(s):	1			Aged Totals:			$60.00	$60.00	$0.00	$0.00	$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	12312025	INV	12/31/2025	12/31/2025	$2,972.75	PYMT #13 HRS 121225-011026		$2,972.75			
							Due				
Voucher(s): 1						Aged Totals:	$2,972.75	$2,972.75	$0.00	$0.00	$0.00

Vendor ID: 5780 **Name:** NELSON AUTO CENTER, 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
	F S352	INV	1/2/2026	1/2/2026	$45,211.68	PURCHASE 2025 FORD PD		$45,211.68			
	F S355	INV	1/2/2026	1/2/2026	$45,211.68	PURCHASE 2025 FORD PD		$45,211.68			
	F S356	INV	1/2/2026	1/2/2026	$45,211.68	PURCHASE 2025 FORD PD		$45,211.68			
	F S357	INV	1/2/2026	1/2/2026	$45,211.68	PURCHASE 2025 FORD PD		$45,211.68			
							Due				
Voucher(s): 4						Aged Totals:	$180,846.72	$180,846.72	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	404387	INV	12/30/2025	12/30/2025	$4.42	FASTENERS BY UNIT		$4.42			
	404411	INV	1/2/2026	1/2/2026	$25.18	LEVER FLUSH, TOILET TNK RI		$25.18			
	404465	INV	1/7/2026	1/7/2026	$10.79	CURB STOP REPAIRS		$10.79			
	404472/D	INV	1/7/2026	1/7/2026	$3.60	KEY SCHLAGE SC1 250 PK		$3.60			
	404474	INV	1/7/2026	1/7/2026	$40.48	TUBE CUTTER, PIPE CUTTER		$40.48			
	404475/D	INV	1/7/2026	1/7/2026	$2.80	KEY BANDS ASSRT PLST 1 PK		$2.80			
	404486	INV	1/8/2026	1/8/2026	$74.99	FLEXZLA SWVL HOSE		$74.99			
	404500	INV	1/8/2026	1/8/2026	$20.99	FASTENER BY UNIT		$20.99			
	404504	INV	1/8/2026	1/8/2026	$296.95	ELMT GRD EXT SF GL WT 1 G		$296.95			
	404556	INV	1/12/2026	1/12/2026	$6.29	ACE COMMON NAIL		$6.29			
	404566	INV	1/13/2026	1/13/2026	$57.58	FLOODLIGHT ALUM BRZ 28W		$57.58			
							Due				
Voucher(s): 11						Aged Totals:	$544.07	$544.07	$0.00	$0.00	$0.00

Vendor ID: 9941 **Name:** NORTH CENTRAL INTERNATIONAL LLC **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
	X204050083:01	INV	1/5/2026	1/5/2026	$273.88	4 OIL FILTERS		$273.88			
	X204050091:01	INV	1/5/2026	1/5/2026	$70.39	OIL FILTER		$70.39			

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City of Dickinson

	X204050126:01	INV	1/8/2026	1/8/2026	$284.79	PRIMARY AIR FILTER, OIL FIL		$284.79				

		Due				
Voucher(s): 3	Aged Totals:	$629.06	$629.06	$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
	19061985	INV	12/30/2025	12/30/2025	$877.94	NEW TIRES		$877.94			

		Due				
Voucher(s): 1	Aged Totals:	$877.94	$877.94	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	16213	INV	12/22/2025	12/22/2025	$1,213.56	SAFETY VISION CAMERA		$1,213.56			
	16209	INV	12/30/2025	12/30/2025	$3,797.29	VERICAL ARM LIFT CYLINDER		$3,797.29			

		Due				
Voucher(s): 2	Aged Totals:	$5,010.85	$5,010.85	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	02139CO25405656	INV	12/30/2025	12/30/2025	$582.30	EBOOK, AUDIOBOOK		$582.30			

		Due				
Voucher(s): 1	Aged Totals:	$582.30	$582.30	$0.00	$0.00	$0.00

Vendor ID: 6539 **Name:** PEGASUS ILLUMINATIONS, 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
	6	INV	12/18/2025	12/18/2025	$48,500.00	GENERAL DIAMOND DISPLAY		$48,500.00			

		Due				
Voucher(s): 1	Aged Totals:	$48,500.00	$48,500.00	$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
	093132	INV	12/23/2025	12/23/2025	$951.97	SHOP TOOL		$951.97			
	093205	INV	12/23/2025	12/23/2025	$263.76	WD40 12 OZ SPRAY (24)		$263.76			
	093232	INV	12/24/2025	12/24/2025	$108.72	SHOP TOWELS IN A BOX		$108.72			
	093554	INV	12/29/2025	12/29/2025	$18.98	GORILLA TAPE 10 YD		$18.98			
	093572	INV	12/29/2025	12/29/2025	$35.97	HALOGEN SEALED BEAMS		$35.97			
	093691	INV	12/30/2025	12/30/2025	$38.16	ENGINE OIL FILTERS		$38.16			
	093732	INV	12/30/2025	12/30/2025	$112.00	22IN TRICO FORCE BLADES (5		$112.00			
	093810	INV	12/31/2025	12/31/2025	$22.98	HI PWR II IND V BELTS (2)		$22.98			

Section 2. Item B.

	093836	INV	12/31/2025	12/31/2025	$155.99	AXLE NUT SOCKETS		$155.99			
	093935	INV	12/31/2025	12/31/2025	$18.49	SPARK PLUG SOCKET		$18.49			
	094012	INV	1/2/2026	1/2/2026	$46.44	CLASSICAL SECTION WRAP V		$46.44			
	094369	INV	1/6/2026	1/6/2026	$512.55	AIR FILTERS		$512.55			
	094391	INV	1/6/2026	1/6/2026	$3.91	AUTOLITE SMALL ENGINE CO		$3.91			
	094542	INV	1/7/2026	1/7/2026	$125.99	50FT 4000PSI QC HOSE		$125.99			
	094799	INV	1/8/2026	1/8/2026	$14.09	BALDWIN FILTERS OIL FILTEF		$14.09			
	094863	INV	1/9/2026	1/9/2026	$106.04	CABIN AIR FILTERS		$106.04			
	094871	INV	1/9/2026	1/9/2026	$27.43	TOP RS-2GA BAT CBL		$27.43			
	094885	INV	1/9/2026	1/9/2026	$48.98	2 AIR FILTERS		$48.98			

			Due				
Voucher(s): 18	Aged Totals:	$2,612.45	$2,612.45	$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
	4275	INV	12/2/2025	12/2/2025	$140.00	REMOTE FOR UNIT E4		$140.00			

			Due				
Voucher(s): 1	Aged Totals:	$140.00	$140.00	$0.00	$0.00	$0.00	

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	00424727	INV	12/23/2025	12/23/2025	$369.68	STRANER 6 ROUND, PNCHLO		$369.68			
	00424947	INV	1/6/2026	1/6/2026	$188.17	HOSE 4000 PSI		$188.17			

			Due				
Voucher(s): 2	Aged Totals:	$557.85	$557.85	$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
	81212775 122825	INV	12/28/2025	12/28/2025	$784.29	POSTAGE		$784.29			
	80500972 012526	INV	1/4/2026	1/4/2026	$43.22	POSTAGE		$43.22			

			Due				
Voucher(s): 2	Aged Totals:	$827.51	$827.51	$0.00	$0.00	$0.00	

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	Q2167925	INV	1/5/2026	1/5/2026	$1,077.33	LEASE PAYMENT 020226-0501		$1,077.33			

	Q2167810	INV	1/8/2026	1/8/2026	$177.51	LEASE PYMT 020226-050126		$177.51			

			Due				
Voucher(s): 2	Aged Totals:	$1,254.84	$1,254.84	$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
	28778	INV	12/16/2025	12/16/2025	$49.00	250 BUSINESS CARDS-C DICK		$49.00			
	PC-28811	INV	12/30/2025	12/30/2025	$120.00	CODED STAMPS FOR SHOP		$120.00			
	28895	INV	12/31/2025	12/31/2025	$1,585.00	WALL OF HONOR/PAST CHIEF		$1,585.00			
	28896	INV	12/31/2025	12/31/2025	$120.00	LASER ENGRAVING, CUT VIN\		$120.00			
	PC-28897	INV	12/31/2025	12/31/2025	$20.00	SMALL PORTOLIO		$20.00			

			Due				
Voucher(s): 5	Aged Totals:	$1,894.00	$1,894.00	$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
	1617(C)	INV	1/6/2026	1/6/2026	$95.00	FD523 MEDIC1 & FD524 MEDIC		$95.00			

			Due				
Voucher(s): 1	Aged Totals:	$95.00	$95.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	5100444	CRM	12/19/2025		($90.42)	RETURN TENSIONER TIMING		($90.42)			
	673121/1	INV	9/8/2025	9/8/2025	$151.59	WORK DONE ON FD522 MEDI(					$151.59
	673126/1	INV	9/8/2025	9/8/2025	$151.59	WORK DONE ON FD521 MEDI(					$151.59
	919700/1	INV	10/8/2025	10/8/2025	$3,480.70	BODY REPAIR				$3,480.70	

			Due				
Voucher(s): 4	Aged Totals:	$3,693.46	($90.42)	$0.00	$3,480.70	$303.18

Vendor ID: 609 **Name:** ROUGHRIDER ELECTRIC COOPERATIVE **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
	103699000	INV	1/1/2026	1/1/2026	$120.00	WEST 94 LIGHTS		$120.00			
	103699001	INV	1/1/2026	1/1/2026	$768.00	1378 10TH AVE E		$768.00			
	103699002	INV	1/1/2026	1/1/2026	$32.00	34-140-096		$32.00			
	103699003	INV	1/1/2026	1/1/2026	$574.00	28-140-096		$574.00			
	103699004	INV	1/1/2026	1/1/2026	$752.00	28-140-096		$752.00			
	103699005	INV	1/1/2026	1/1/2026	$259.00	NORTH TOWER		$259.00			

103699007	INV	1/1/2026	1/1/2026	$153.00	27-140-096	$153.00
103699015	INV	1/1/2026	1/1/2026	$75.00	LAGOON PUMP CELL #4	$75.00
103699017	INV	1/1/2026	1/1/2026	$99.00	2301 E VILLARD ST	$99.00
103699018	INV	1/1/2026	1/1/2026	$107.00	3101 E VILLARD ST	$107.00
103699020	INV	1/1/2026	1/1/2026	$37.00	01-139-096	$37.00
103699029	INV	1/1/2026	1/1/2026	$499.00	17-139-095	$499.00
103699030	INV	1/1/2026	1/1/2026	$1,017.00	977 CHESTNUT LN	$1,017.00
103699031	INV	1/1/2026	1/1/2026	$55.00	28-140-096	$55.00
103699032	INV	1/1/2026	1/1/2026	$1,595.00	947 14TH ST E	$1,595.00
103699035	INV	1/1/2026	1/1/2026	$4,262.00	3389 ENERGY DR	$4,262.00
103699036	INV	1/1/2026	1/1/2026	$35.00	1144 20TH AVE SW	$35.00
103699038	INV	1/1/2026	1/1/2026	$19.00	28-140-096	$19.00
103699039	INV	1/1/2026	1/1/2026	$62.00	27-140-096	$62.00
103699040	INV	1/1/2026	1/1/2026	$120.00	2430 15TH ST W	$120.00
103699045	INV	1/1/2026	1/1/2026	$109.00	140-96-27 TRAFFIC LIGHTS	$109.00
103699046	INV	1/1/2026	1/1/2026	$349.00	3405 PUBLIC WORKS BLVD	$349.00
103699047	INV	1/1/2026	1/1/2026	$3,081.00	3411 PUBLIC WORKS BLVD	$3,081.00
103699048	INV	1/1/2026	1/1/2026	$101.00	FRENCH DRAIN LFT STN-LAG	$101.00
103699049	INV	1/1/2026	1/1/2026	$372.00	W VILLARD	$372.00
103699050	INV	1/1/2026	1/1/2026	$151.24	BYPASS LIGHTS	$151.24
103699051	INV	1/1/2026	1/1/2026	$176.84	BYPASS LIGHTS	$176.84
103699052	INV	1/1/2026	1/1/2026	$220.65	BYPASS LIGHTS	$220.65
103699053	INV	1/1/2026	1/1/2026	$366.80	BYPASS LIGHTS	$366.80
103699055	INV	1/1/2026	1/1/2026	$145.00	ST LT SERVICE	$145.00
103699056	INV	1/1/2026	1/1/2026	$2,251.00	11470 HWY 10	$2,251.00
103699057	INV	1/1/2026	1/1/2026	$580.94	3343 21ST ST W	$580.94
103699058	INV	1/1/2026	1/1/2026	$200.00	15TH ST & 30TH AVE W	$200.00
103699059	INV	1/1/2026	1/1/2026	$34.78	BRAUN SUB DIVISION LIGHTS	$34.78
103699060	INV	1/1/2026	1/1/2026	$3,885.62	2475 STATE AVE	$3,885.62

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

103699061	INV	1/1/2026	1/1/2026	$175.00	11201 21ST STREET SW	$175.00
103699062	INV	1/1/2026	1/1/2026	$188.00	11101 34TH STREET SW	$188.00
103699063	INV	1/1/2026	1/1/2026	$53.00	2477 STATE AVE NORTH	$53.00
103699064	INV	1/1/2026	1/1/2026	$195.00	3450 STATE AVE	$195.00
103699065	INV	1/1/2026	1/1/2026	$851.00	3052 STATE AVE N	$851.00
103699067	INV	1/1/2026	1/1/2026	$237.86	4461 12TH ST W	$237.86
103699068	INV	1/1/2026	1/1/2026	$145.00	1331 WAHL ST	$145.00
103699069	INV	1/1/2026	1/1/2026	$129.00	12TH AVE W & MARILYN WAY	$129.00
103699070	INV	1/1/2026	1/1/2026	$117.00	11TH AVE W & 25TH ST	$117.00
103699071	INV	1/1/2026	1/1/2026	$128.00	CALVIN DR & KOCH ST	$128.00
103699072	INV	1/1/2026	1/1/2026	$37.69	3343 21ST STREET WEST	$37.69
103699073	INV	1/1/2026	1/1/2026	$43.44	5TH AVE EAST STREET LIGHT	$43.44
103699074	INV	1/1/2026	1/1/2026	$48.23	ST LIGHTS SIMS AND 24TH ST	$48.23
103699075	INV	1/1/2026	1/1/2026	$52.70	4TH AVE E & 21ST ST E	$52.70
103699076	INV	1/1/2026	1/1/2026	$218.50	139-95-17NW	$218.50
103699078	INV	1/1/2026	1/1/2026	$89.21	ST LIGHTS 4TH AVE AND 26TH	$89.21
105963000	INV	1/1/2026	1/1/2026	$135.00	34-140-096	$135.00
105963001	INV	1/1/2026	1/1/2026	$37.00	SEWER VAULT HYW 10 116TH	$37.00
105963002	INV	1/1/2026	1/1/2026	$60.41	4TH AVE EAST & 37TH ST EAS	$60.41
105963003	INV	1/1/2026	1/1/2026	$43.45	STREET LIGHTS 10TH AVE SW	$43.45
105963004	INV	1/1/2026	1/1/2026	$61.84	STREET LIGHTS PRAIRIE OAK	$61.84
105963005	INV	1/1/2026	1/1/2026	$32.17	STREET LIGHTS 23RD ST SW	$32.17
105963006	INV	1/1/2026	1/1/2026	$35.00	HWY 10 & 116TH AVE SW	$35.00
105963007	INV	1/1/2026	1/1/2026	$132.18	2494 I-94 BUSINESS LOOP E	$132.18
105963008	INV	1/1/2026	1/1/2026	$234.09	2495 I-94 BUSINESS LOOP E	$234.09
103699080	INV	1/4/2026	1/4/2026	$47.00	STREET LIGHTS 9TH AVE E	$47.00
103699081	INV	1/4/2026	1/4/2026	$34.95	STREET LIGHTS ATASCOSIPA	$34.95
103699082	INV	1/4/2026	1/4/2026	$32.38	ST LIGHTS NORTH ATASCOSI	$32.38
103699083	INV	1/4/2026	1/4/2026	$68.36	STREET LIGHTS 14TH ST E	$68.36

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	103699084	INV	1/4/2026	1/4/2026	$53.65	STREET LIGHTS BADLANDS D		$53.65			
	103699085	INV	1/4/2026	1/4/2026	$40.03	STREET LIGHTS SIMS ST		$40.03			
	103699086	INV	1/4/2026	1/4/2026	$48.51	STREET LIGHT EATON DR		$48.51			
	103699087	INV	1/4/2026	1/4/2026	$45.18	STREET LIGHTS 19TH ST E		$45.18			
	103699088	INV	1/4/2026	1/4/2026	$48.54	STREET LIGHTS 17TH ST E		$48.54			
	103699089	INV	1/4/2026	1/4/2026	$32.13	STREET LIGHTS 10TH AVE E		$32.13			
	103699090	INV	1/4/2026	1/4/2026	$42.63	STREET LIGHTS 10TH AVE 17		$42.63			
	103699091	INV	1/4/2026	1/4/2026	$39.45	448 21ST ST W STREET LIGHT		$39.45			

			Due			
Voucher(s):	**72**	**Aged Totals:**	**$26,677.45**	**$26,677.45**	**$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
	8458783	INV	12/30/2025	12/30/2025	$239.85	BOOTS, JEANS		$239.85			
	8459017	INV	12/31/2025	12/31/2025	$29.99	MOVERS DOLLY		$29.99			
	8459030	INV	12/31/2025	12/31/2025	$198.96	ICE MELT, GLOVES, BATTERY		$198.96			
	8459120	INV	12/31/2025	12/31/2025	$74.99	TORCH KIT		$74.99			
	8460762	INV	1/2/2026	1/2/2026	$10.95	VINYL TUBING, BLEACH		$10.95			
	8462263	INV	1/5/2026	1/5/2026	$11.44	SCREWS DRYWALL 1.91 LB		$11.44			
	8462353	INV	1/5/2026	1/5/2026	$189.99	BRUNT BOOT SEAN ROSS		$189.99			
	8462356	INV	1/5/2026	1/5/2026	$6.99	BALACLAVA M FACE MASK		$6.99			
	8462358	INV	1/5/2026	1/5/2026	$99.80	GREASE MYSTIK JT HI TEMP		$99.80			
	8462895	INV	1/6/2026	1/6/2026	$159.99	BRUNT BOOT-ZAYN LONG JOI		$159.99			
	8462897	INV	1/6/2026	1/6/2026	$69.99	JACKET BOOMER-DAN KARR		$69.99			
	8462925	INV	1/6/2026	1/6/2026	$253.56	SAND TUBES, PURPLE CLEAN		$253.56			
	8464486	INV	1/8/2026	1/8/2026	$51.24	SHOP TOWELS		$51.24			
	8464493	INV	1/8/2026	1/8/2026	$11.97	KEY COIL DESIGNER ASST		$11.97			
	8465164	INV	1/9/2026	1/9/2026	$109.99	MUDS BOOT		$109.99			
	8465167	INV	1/9/2026	1/9/2026	$112.98	JEANS /PANTS		$112.98			
	8466787	INV	1/9/2026	1/9/2026	$142.97	MUD BOOTS, GLOVES		$142.97			
	8466794	INV	1/12/2026	1/12/2026	$89.86	GRAPHITE LIQUID		$89.86			

	8467350	INV	1/13/2026	1/13/2026	$27.94	MISC CAT/DOG FOOD		$27.94				
	8467996	INV	1/14/2026	1/14/2026	$35.49	2 STEP STOOL		$35.49				
								Due				
Voucher(s):	20					Aged Totals:		$1,928.94	$1,928.94	$0.00	$0.00	$0.00

Vendor ID: 9719 **Name:** RUSS HEISER CONSTRUCTION **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
	2026-140	INV	1/11/2026	1/11/2026	$450.00	MATERIAL CUT OFF BOARDS		$450.00			
								Due			
Voucher(s):	1					Aged Totals:		$450.00	$450.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	CI-00037423	INV	12/31/2025	12/31/2025	$591.68	DIRECTORSHIP/R ZIMMERMAI		$591.68			
								Due			
Voucher(s):	1					Aged Totals:		$591.68	$591.68	$0.00	$0.00	$0.00

Vendor ID: 506 **Name:** SAX MOTOR CO 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
	2020574	INV	12/31/2025	12/31/2025	$206.90	LAMP		$206.90			
								Due			
Voucher(s):	1					Aged Totals:		$206.90	$206.90	$0.00	$0.00	$0.00

Vendor ID: 9969 **Name:** SEVERIN, WILLIAM C. **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
	01082026	INV	1/8/2026	1/8/2026	$1,500.00	ALTERNATE JUDGE HRS		$1,500.00			
	WS 010826	INV	1/8/2026	1/8/2026	$149.34	EMPLOYEE EXP-W SEVERIN		$149.34			
								Due			
Voucher(s):	2					Aged Totals:		$1,649.34	$1,649.34	$0.00	$0.00	$0.00

Vendor ID: 5710 **Name:** SOBOLIK, SUZI **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
	1 MEETING 2025	INV	12/31/2025	12/31/2025	$100.00	1 MEETING SPECIAL ASSESSI		$100.00			
								Due			
Voucher(s):	1					Aged Totals:		$100.00	$100.00	$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 Over
	SX5-IE8919	INV	12/11/2025	12/11/2025	$1,589.00	WINTERMASTER AG, DYED		$1,589.00			
	SX5-IE8954	INV	12/19/2025	12/19/2025	$1,896.47	551.3 G WINTERMASTER		$1,896.47			

	SX5-IE8977	INV	12/30/2025	12/30/2025	$1,188.81	573.10 WINTERMASTER		$1,188.81				
	SX9 IJ7433	INV	12/30/2025	12/30/2025	$166.80	40 #2 GREASE 14 OZ		$166.80				
	SX5-IE9017	INV	1/8/2026	1/8/2026	$914.97	269.9 GAL WINTERMASTER		$914.97				
								Due				
Voucher(s):	5					Aged Totals:		$5,756.05	$5,756.05	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	04578.00 123125	INV	12/31/2025	12/31/2025	$217.00	MONTHLY CONSUMPTION		$217.00			
	INV14168	INV	12/31/2025	12/31/2025	$484.31	ELECTRICAL COSTS -NOV		$484.31			
								Due			
Voucher(s):	2					Aged Totals:		$701.31	$701.31	$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
	1378127	INV	12/20/2025	12/20/2025	$49.65	STANDARD SHIPMENT		$49.65			
	1382256	INV	12/27/2025	12/27/2025	$24.26	STANDARD SHIPMENT		$24.26			
	1384097	INV	1/3/2026	1/3/2026	$23.48	STANDARD SHIPMENTS		$23.48			
								Due			
Voucher(s):	3					Aged Totals:		$97.39	$97.39	$0.00	$0.00	$0.00

Vendor ID: 5994 **Name:** STALKER RADAR **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
	468890	INV	1/2/2026	1/2/2026	$14,029.50	DSR COUNTING UNIT ARM PR		$14,029.50			
								Due			
Voucher(s):	1					Aged Totals:		$14,029.50	$14,029.50	$0.00	$0.00	$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
	1ST QUARTER 2026	INV	1/6/2026	1/6/2026	$200,000.00	1ST QUARTER SUBSIDY PYMT		$200,000.00			
								Due			
Voucher(s):	1					Aged Totals:		$200,000.00	$200,000.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	14481	INV	1/7/2026	1/7/2026	$119.99	BLADE		$119.99			
								Due			
Voucher(s):	1					Aged Totals:		$119.99	$119.99	$0.00	$0.00	$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

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-000112595	INV	1/13/2026	1/13/2026	$117.50	SUPPORT.YEAR END UPDATE		$117.50			
							Due				
Voucher(s): 1						Aged Totals:	$117.50	$117.50	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	008660	INV	12/8/2025	12/8/2025	$375.00	LAB SLIPS 1777-1791		$375.00			
	008767	INV	1/6/2026	1/6/2026	$375.00	LAB SLIPS 1830-1844		$375.00			
							Due				
Voucher(s): 2						Aged Totals:	$750.00	$750.00	$0.00	$0.00	$0.00

Vendor ID: 5429 **Name:** SWEENEY CONTROLS 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
	STDINV19524	INV	12/31/2025	12/31/2025	$800.58	DOWNLOAD PROGRAM FILE T		$800.58			
	STDINV19568	INV	12/31/2025	12/31/2025	$798.25	AFTER HR CALL, LABOR		$798.25			
							Due				
Voucher(s): 2						Aged Totals:	$1,598.83	$1,598.83	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	11684	INV	12/31/2025	12/31/2025	$8,400.00	PRISONER HOUSING		$8,400.00			
							Due				
Voucher(s): 1						Aged Totals:	$8,400.00	$8,400.00	$0.00	$0.00	$0.00

Vendor ID: 6644 **Name:** TANK MAINTENANCE SOLUTIONS INC **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1129	INV	11/26/2025	11/26/2025	$47,060.00	REPAIRS LEAKS IN BOLTED S			$47,060.00		
							Due				
Voucher(s): 1						Aged Totals:	$47,060.00	$0.00	$47,060.00	$0.00	$0.00

Vendor ID: 5799 **Name:** TECTA AMERICA DAKOTAS, LLC **Class ID:** **FED TAX CLAS:** LLC AS C

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	S025022713	INV	12/31/2025	12/31/2025	$814.29	CUT REPAIRED W/COVER STI		$814.29			
							Due				
Voucher(s): 1						Aged Totals:	$814.29	$814.29	$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
	33104	INV	12/3/2025	12/3/2025	$16,740.00	SNOW REMOVAL WEEK 1129		$16,740.00			

							Due				
Voucher(s):	1					Aged Totals:	$16,740.00	$16,740.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	7342811-0001	INV	1/5/2026	1/5/2026	$90.00	FIT TESTING		$90.00			
	7344508-0001	INV	1/8/2026	1/8/2026	$90.00	FIT TESTING		$90.00			
	7345230-0001	INV	1/8/2026	1/8/2026	$32.50	LIBERTY 18OZ WHITE RIBBED		$32.50			

							Due				
Voucher(s):	3					Aged Totals:	$212.50	$212.50	$0.00	$0.00	$0.00

Vendor ID: 6432 **Name:** TRITECH SOFTWARE SYSTEMS **Class ID:** 1099 **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
	452862	INV	1/1/2026	1/1/2026	$50,327.30	FIELD OPS SUBSCRIPTION		$50,327.30			

							Due				
Voucher(s):	1					Aged Totals:	$50,327.30	$50,327.30	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	020-166356	INV	11/30/2025	11/30/2025	$131.53	PAYMENT PROCESSING SER\			$131.53		
	020-167295	INV	12/31/2025	12/31/2025	$98.97	PAYMENT PROCESSING		$98.97			

							Due				
Voucher(s):	2					Aged Totals:	$230.50	$98.97	$131.53	$0.00	$0.00

Vendor ID: 1292 **Name:** UNITED WAY OF DICKINSON **Class ID:** **FED TAX CLAS:** 5013(c) NON PROFIT

Voucher/ Payment 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 SUBSIDY PYMT	INV	1/6/2026	1/6/2026	$10,000.00	2026 SUBSIDY GRANT FUNDS		$10,000.00			

							Due				
Voucher(s):	1					Aged Totals:	$10,000.00	$10,000.00	$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
	2550504720	INV	7/16/2025	7/16/2025	$26.91	MATS					$26.91
	2550544553	INV	10/22/2025	10/22/2025	$34.11	MATS				$34.11	
	2550550102	INV	11/5/2025	11/5/2025	$107.59	MATS			$107.59		
	2550552909	INV	11/12/2025	11/12/2025	$166.37	MATS			$166.37		
	2550555678	INV	11/19/2025	11/19/2025	$107.59	MATS			$107.59		
	2550558500	INV	11/26/2025	11/26/2025	$166.37	MATS			$166.37		
	2550561212	INV	12/3/2025	12/3/2025	$107.59	MATS		$107.59			

Section 2. Item B.

2550564048	INV	12/10/2025	12/10/2025	$82.82	COVERALLS CLEANING		$82.82
2550564049	INV	12/10/2025	12/10/2025	$166.37	MATS		$166.37
2550566833	INV	12/17/2025	12/17/2025	$107.59	MATS		$107.59
2550569656	INV	12/24/2025	12/24/2025	$35.82	MATS		$35.82
2550569660	INV	12/24/2025	12/24/2025	$82.82	COVERALLS CLEANING		$82.82
2550569661	INV	12/24/2025	12/24/2025	$166.37	MATS		$166.37
2550571876	INV	12/31/2025	12/31/2025	$35.82	MATS		$35.82
2550571879	INV	12/31/2025	12/31/2025	$78.56	MATS		$78.56
2550571880	INV	12/31/2025	12/31/2025	$82.82	COVERALL CLEANING		$82.82
2550571881	INV	12/31/2025	12/31/2025	$107.59	MATS		$107.59
2550571882	INV	12/31/2025	12/31/2025	$41.93	MATS		$41.93
2550571892	INV	12/31/2025	12/31/2025	$36.29	MATS		$36.29
2550572417	INV	12/31/2025	12/31/2025	$28.78	MATS		$28.78
2550572465	INV	12/31/2025	12/31/2025	$53.15	MATS		$53.15
2550573140	INV	1/1/2026	1/1/2026	$17.30	MATS		$17.30
2550573161	INV	1/1/2026	1/1/2026	$67.84	MATS		$67.84
2550575076	INV	1/7/2026	1/7/2026	$35.82	MATS		$35.82
2550575080	INV	1/7/2026	1/7/2026	$82.82	UNIFORM CLEANING		$82.82
2550575081	INV	1/7/2026	1/7/2026	$166.37	MATS		$166.37
2550575082	INV	1/7/2026	1/7/2026	$41.93	MATS		$41.93

		Due				
Voucher(s): 27	Aged Totals:	$2,235.34	$1,626.40	$547.92	$34.11	$26.91

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	109736	INV	12/29/2025	12/29/2025	$385.90	REPLACE PANELING DOGGIN		$385.90			

		Due				
Voucher(s): 1	Aged Totals:	$385.90	$385.90	$0.00	$0.00	$0.00

Vendor ID: 5933 **Name:** VISION WEST ND **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
	3031	INV	1/1/2026	1/1/2026	$5,000.00	SPONSORSHIP		$5,000.00			

							Due				
Voucher(s):	1					Aged Totals:	$5,000.00	$5,000.00	$0.00	$0.00	$0.00

Vendor ID: 9815 **Name:** WAGEWORKS, 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
	1225-TR116172	INV	12/31/2025	12/31/2025	$126.00	COBRA/DIRECT BILL		$126.00			

							Due				
Voucher(s):	1					Aged Totals:	$126.00	$126.00	$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
	291140970	INV	12/16/2025	12/16/2025	$23,404.19	#2 & #1 CLEAR DIESEL, LEAD		$23,404.19			
	47565	INV	12/23/2025	12/23/2025	$46.96	20# PROPANE BOTTLE, VALVI		$46.96			
	47788	INV	1/9/2026	1/9/2026	$519.28	50/50 GREEN 55 G DRUM		$519.28			

							Due				
Voucher(s):	3					Aged Totals:	$23,970.43	$23,970.43	$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
	305756	INV	12/31/2025	12/31/2025	$578.80	VET SERVICES FOR PD		$578.80			
	305761	INV	12/31/2025	12/31/2025	$9.97	VET SERVICES FOR PD		$9.97			
	306048	INV	1/6/2026	1/6/2026	$362.22	CARE FOR PD		$362.22			

							Due				
Voucher(s):	3					Aged Totals:	$950.99	$950.99	$0.00	$0.00	$0.00

Vendor ID: 922 **Name:** WESTERN FENCE **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
	2010	INV	12/4/2025	12/4/2025	$1,500.00	SAFETY EQUIPMENT REPLAC		$1,500.00			

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

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	INV-1010	INV	12/24/2025	12/24/2025	$218.74	4SH-12-F, BW2312-12FJ, BW23		$218.74			

							Due				
Voucher(s):	1					Aged Totals:	$218.74	$218.74	$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
	635358	INV	1/8/2026	1/8/2026	$660.00	TIRE CHAIN		$660.00			

							Due				
Voucher(s):	1					Aged Totals:	$660.00	$660.00	$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
	INV812137	INV	1/5/2026	1/5/2026	$186.13	SLIP ON BOOTS		$186.13			
	INV812290	INV	1/5/2026	1/5/2026	$163.70	JUMP SIDE ZIP BOOTS		$163.70			
							Due				
Voucher(s):	2					Aged Totals:	$349.83	$349.83	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	51391 01082026	INV	1/8/2026	1/8/2026	$141,376.39	PREMIUM, SAFTY DISCOUNT,		$141,376.39			
							Due				
Voucher(s):	1					Aged Totals:	$141,376.39	$141,376.39	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	INV-435345409	INV	11/30/2025	11/30/2025	$2,460.00	TECHNOLOGY			$2,460.00		
	INV-435345514	INV	11/30/2025	11/30/2025	$615.00	TECHNOLOGY			$615.00		
	INV-435345515	INV	11/30/2025	11/30/2025	$2,280.00	TECHNOLOGY			$2,280.00		
	INV-435345516	INV	11/30/2025	11/30/2025	$451.25	TECHNOLOGY			$451.25		
	INV-435345517	INV	11/30/2025	11/30/2025	$192.50	TECHNOLOGY			$192.50		
	INV-435345518	INV	11/30/2025	11/30/2025	$192.50	TECHNOLOGY			$192.50		
	INV-435345532	INV	11/30/2025	11/30/2025	$115.00	TECHNOLOGY			$115.00		
	INV-435345533	INV	11/30/2025	11/30/2025	$1,986.25	TECHNOLOGY			$1,986.25		
							Due				
Voucher(s):	8					Aged Totals:	$8,292.50	$0.00	$8,292.50	$0.00	$0.00

Vendor ID: 6647 **Name:** ZAP ELECTRIC LLC **Class ID:** 1099 **FED TAX CLAS:** P-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
	1770	INV	12/31/2025	12/31/2025	$624.00	WORK DONE @ LIBRARY		$624.00			
							Due				
Voucher(s):	1					Aged Totals:	$624.00	$624.00	$0.00	$0.00	$0.00

	Vendors	Due	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
Vendor Totals:	146	$3,294,927.58	$2,700,468.18	$585,156.03	$8,903.58	$399.79

Commerce Bank®
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Visa Purchasing

Billing Period: 12/27/2025 - 01/12/2026
Account Number: XXXX-XXXX-XXXX-

Account Summary

Previous Balance	$24,288.88
Purchases & Other Charges	$24,423.04
Cash Advances	$0.00
Cash Advance Fees	$0.00
Late Charges	$0.00
Finance Charges	$0.00
Credits	$0.00
Payments	$24,288.88
New Balance	$24,423.04
Credit Limit	$120,000.00
Cash Limit	$120,000.00
Available Credit	$95,576.96
Disputed Amount	$0.00
Statement Closing Date	January 12, 2026
Days in Billing Cycle	17

Payment Information

New Balance	$24,423.04
Minimum Payment Due	**$24,423.04**
Payment Due Date	**January 19, 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
01/02	01/02		AUTO PAYMENT - THANK YOU!	$24,288.88 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-XXX**
Payment Due Date: January 19, 2026
New Balance: $24,423.04
Minimum Payment Due: $24,423.04

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
LEONARD SCHWINDT				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $3,500.00			$63.86 / $0.00 / $63.86	
12/31	01/02	24011346001100056515514	COLUMN PUBLIC NOTICE COLUMN.US DC	$47.88
01/10	01/12	24692166010100184155651	AMAZON MKTPL*QL23255L3 Amzn.com/billWA	$15.98
FIRE DEPARTMENT				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $10,000.00			$2,713.51 / $0.00 / $2,713.51	
12/31	01/02	24000975365017802994356	THE UPS STORE 4954 209-7775558 ND	$16.72
01/07	01/09	24202986008030032643798	IAAI 410-451-3473 MD	$653.00
01/07	01/08	24717056008870082347455	DELTA AIR 0062393774809800-2211212 CA NM: ODONNELL/LAWREN TKT: 0062393774809 OARP: BIS SVC: L DARP: MSP DEP: 04-26-26 OARP: MSP SVC: L DARP: STL DEP: 04-26-26 OARP: STL SVC: QX DARP: MSP DEP: 04-26-26 OARP: MSP SVC: QO DARP: BIS DEP: 04-26-26	$657.59
01/08	01/09	24116416008716594136154	BADGEANDWALLET.COM 914-236-1260 NY	$1,282.20
01/08	01/09	24692166008107765545865	INT'L CODE COUNCIL INC 888-422-7233 IL	$104.00
SHELLY NAMENIUK				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $5,000.00			$590.47 / $0.00 / $590.47	
12/30	12/31	24445005365400239477956	WM SUPERCENTER #1567 DICKINSON ND	$34.56
01/02	01/05	24000776003100009109638	STRATEGIC GOV RESOURCE WWW.GOVERNMENTX	$499.00
01/06	01/08	24445006007500508652247	DOMINO'S 1883 307-752-2115 ND	$56.91
FIRE DEPARTMENT 2				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$270.00 / $0.00 / $270.00	
01/05	01/06	24492166006100004962607	WWW.IAFC.ORG WWW.IAFC.ORG VA	$270.00
FINANCE DEPARTMENT				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $25,000.00			$322.85 / $0.00 / $322.85	
01/02	01/05	24027626003878109978202	PAYFLOW/PAYPAL 888-883-9770 NE	$322.85
JADE JAYNES				
XXXX-XXXX-XXX)			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $3,000.00			$201.21 / $0.00 / $201.21	
12/30	12/31	24427335364730259827910	CASH WISE #3044 DICKINSON ND	$29.94
01/03	01/05	24011346003100107571944	AMAZON RETA* 038QV9V13 WWW.AMAZON.COWA	$101.27
01/06	01/07	24064666006100051222209	GATEWAY TO SCIENCE GATEWAYTOSCIEND	$35.00
01/06	01/07	24064666007100002638296	GATEWAY TO SCIENCE GATEWAYTOSCIEND	$35.00
RENEE NEWTON				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $1,000.00			$354.82 / $0.00 / $354.82	
01/09	01/12	24692166009109052878156	Amazon.com*ZU09L7A73 Amzn.com/billWA	$354.82
LINDA CARLSON				
XXXX-XXXX-XXXX			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $5,000.00			$50.00 / $0.00 / $50.00	
12/30	12/31	24445005365400239478376	WM SUPERCENTER #1567 DICKINSON ND	$50.00
MICHAEL HANEL				
XXXX-XXXX-XXXX			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$1,486.44 / $0.00 / $1,486.44	
01/04	01/05	24011346004100111850663	BUZZSPROUT INV8400410 BUZZSPROUT.COFL	$22.00
01/09	01/12	24121576010410249296668	AXON 800-9782737 AZ	$975.00
01/09	01/09	24692166009108489073498	AMAZON MKTPL*278Z14X33 Amzn.com/billWA	$489.44

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
ANIMAL SHELTER				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$49.86 / $0.00 / $49.86	
12/29	12/30	24455015363142000294503	WAL-MART #1567 DICKINSON ND	$41.92
01/09	01/12	24226386010019014234867	WAL-MART #1567 DICKINSON ND	$7.94
GREG BECK				
XXXX-XXXX-XXX)			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $4,000.00			$209.80 / $0.00 / $209.80	
01/02	01/05	24431066003354629512995	LIFELOC TECHNOLOGIES 303-431-9500 CO	$209.80
DUSTIN DASSINGER				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$57.66 / $0.00 / $57.66	
01/09	01/12	24137466009100261289175	TST* PLAYERS SPORTS BAR &DICKINSON ND	$57.66
PURCHASING DEPARTMENT				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $10,000.00			$282.97 / $0.00 / $282.97	
12/26	12/29	24692165360106224587108	AMAZON MKTPL*KX9C45IE3 Amzn.com/billWA	$17.90
12/30	12/31	24692165364109777286264	AMAZON MKTPL*RA2W64R03 Amzn.com/billWA	$12.16
01/06	01/07	24692166006106211836086	AMAZON MKTPL*3W3LN4MF3 Amzn.com/billWA	$46.82
01/06	01/07	24692166006105962554328	AMAZON MKTPL*1G1A798U3 Amzn.com/billWA	$91.17
01/06	01/07	24692166006105957592523	Amazon.com*3G35X2OM3 Amzn.com/billWA	$35.97
01/10	01/12	24692166010109426688387	AMAZON MKTPL*0O6YV8RF3 Amzn.com/billWA	$34.99
01/10	01/12	24692166010109428990575	AMAZON MKTPL*AT57P1IU3 Amzn.com/billWA	$43.96
TRAVIS LEINTZ				
XXXX-XXXX-XXXX			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$729.10 / $0.00 / $729.10	
01/02	01/05	24492156003206152065798	TLO TRANSUNION 561-988-4200 FL	$175.55
01/05	01/06	24431066006356100176262	TRI-TECH FORENSICS INC 800-438-7884 NC	$313.77
01/08	01/09	24801976009609318128056	PETRO GAS FARGO ND	$27.00
01/08	01/12	24231686009609628583441	MARATHON 57133 CASSELTON ND	$42.78
01/08	01/09	24445006008300535486217	PY *PM2 LLC 844-775-2748 ND	$170.00
CINDY THRONBURG				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $3,000.00			$331.54 / $0.00 / $331.54	
01/08	01/09	24692166008108231650610	AMAZON MKTPL*P22069453 Amzn.com/billWA	$16.99
01/09	01/12	24325456011900018205567	DEMCO INC 800-9624463 WI	$314.55
POLICE DEPARTMENT				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $30,000.00			$1,028.65 / $0.00 / $1,028.65	
01/07	01/09	24639236008900014101739	MOCIC 417-8934110 MO	$200.00
01/08	01/09	24692166008107927362043	AMAZON MKTPL*J94X17WY3 Amzn.com/billWA	$527.97
01/09	01/12	24692166009108843870233	AMAZON MKTPL*YA51P3323 Amzn.com/billWA	$210.22
01/09	01/09	24692166009108482353384	AMAZON MKTPL*FS9F225H3 Amzn.com/billWA	$47.96
01/09	01/09	24692166009108485826113	AMAZON MKTPL*P15JS3C93 Amzn.com/billWA	$42.50
RACHEL SHUMAKER				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $15,000.00			$473.28 / $0.00 / $473.28	
01/09	01/12	24116416009712762196830	FULL SOURCE, LLC 904-296-2240 FL	$473.28
CHRISTOPHER KIMMERLE				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $5,000.00			$2,194.85 / $0.00 / $2,194.85	
12/30	12/31	24399005364503476072005	BESTBUYCOM807130111541 888BESTBUY MN	$599.99
12/31	01/02	24399005365503001015270	BESTBUYMKT807130107935 888BESTBUY MN	$109.95
01/01	01/02	24692166001101224307154	ULINE *SHIP SUPPLIES 800-295-5510 WI	$1,484.91

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
RACHEL WALDO				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $3,000.00			$659.98	$0.00	$659.98
12/26	12/29	24692165360106437010732	AMAZON MKTPL*2M9Z899J3 Amzn.com/billWA	$15.54
12/26	12/29	24692165360106173415848	AMAZON MKTPL*Q01CR1QC3 Amzn.com/billWA	$548.57
12/27	12/29	24692165361107225697705	AMAZON MKTPL*QY23X4FL3 Amzn.com/billWA	$95.87
AARON MEYER				
XXXX-XXXX-XXXX			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $40,000.00			$6,174.35	$0.00	$6,174.35
12/26	12/29	24492165360100048480691	OPENAI *CHATGPT SUBSCR OPENAI.COM CA	$200.00
12/30	12/31	24027625364067963310927	PAYPAL *LENOVOCORPO 811-413-2608 NC	$376.18
12/31	01/02	24164075365105441260577	Staples Inc staples.com MA	$712.87
01/01	01/02	24011346001100092967521	UBIQUITI INC. UI.COM NY	$29.00
01/02	01/02	24011346002100056501398	WASABI TECHNOLOGIES WASABI.COM MA	$800.85
01/05	01/06	24399006005503541024380	BESTBUYCOM807132004646 888BESTBUY MN	$1,259.98
01/06	01/08	24137466007100245250493	MENARDS DICKINSON ND 715-876-6378 ND	$525.22
01/06	01/07	24692166006106211118642	AMAZON MKTPL*053PO3HE3 Amzn.com/billWA	$137.73
01/08	01/09	24755426009130094697208	NETSUPPORT INC 770-2054456 GA	$1,602.60
01/10	01/12	24164076011105441275522	Staples Inc staples.com MA	$12.96
01/10	01/12	24164076011105441275530	Staples Inc staples.com MA	$516.96
DEB KIRSCHENHEITER				
XXXX-XXXX-XXXX			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $1,000.00			$30.00	$0.00	$30.00
01/11	01/12	24692166011100996469901	NDRIN-ND LAND RECORDS 701-364-1280 ND	$30.00
JAYDA BORAH				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $2,000.00			$8.34	$0.00	$8.34
12/26	12/29	24793385360000309971224	FACEBK *PNKJE8V762 650-5434800 DE	$8.34
FIRE DEPARTMENT EMS				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $20,000.00			$4,001.06	$0.00	$4,001.06
12/30	12/30	24793385364001976889067	ND EMS Association Bismarck ND	$155.00
01/02	01/05	24941666002255733226466	BLAUER MANUFACTURING 800-225-6715 MA	$173.98
01/07	01/08	24692166007106891009748	BSC-STUDENT FINANCE 701-224-2451 ND	$3,672.08
ROBERT FUHRMAN				
XXXX-XXXX-XXXX			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $5,000.00			$802.28	$0.00	$802.28
12/28	12/29	24011345362100055441451	SHOPIFY* 465620208 SHOPIFY.COM IL	$114.09
01/04	01/05	24906416004247278406349	ANC*ANCESTRY.COM 800-2623787 UT	$229.00
01/06	01/06	24692166006105712591422	ND DEPT OF COMMERCE-E 701-328-6014 ND	$300.00
01/06	01/07	24231686006747004013204	CONSOLIDATED TELCOM EBILL.CTCTEL.ND	$6.20
01/07	01/08	24692166007107264457787	AMAZON MKTPL*UW1F65RT3 Amzn.com/billWA	$152.99
MUSEUM				
XXXX-XXXX-XXXX			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $8,000.00			$278.40	$0.00	$278.40
01/09	01/12	24247606009200224977458	NMN INC 218-692-3377 MN	$278.40
JOSHUA SKLUZACEK				
XXXX-XXXX-XXXX-			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $3,000.00			$43.94	$0.00	$43.94
01/08	01/09	24427336008730259345384	CASH WISE #3044 DICKINSON ND	$43.94
EMS 1				
XXXX-XXXX-XXXX			Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $2,500.00			$84.83	$0.00	$84.83
01/10	01/12	24316056011611603018765	SHELL OIL12502810018 MANDAN ND	$84.83

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
EMS 4				
XXXX-Xxxx-XXXX			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$98.87 / $0.00 / $98.87	
01/05	01/07	2431605600660612693534 4	SHELL OIL12502810018 MANDAN ND	$98.87
RITA BINSTOCK				
XXXX-XXXX-XXXX			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $4,000.00			$633.52 / $0.00 / $633.52	
12/29	12/30	24011345364100007146750	COLUMN PUBLIC NOTICE COLUMN.US DC	$250.04
01/02	01/05	24036296002718680341424	SHUTTERFLY, INC. 650-610-5200 CA	$21.28
01/05	01/06	24455016005142000260043	WAL-MART #1567 DICKINSON ND	$163.08
01/06	01/07	24011346007100004048042	COLUMN PUBLIC NOTICE COLUMN.US DC	$36.48
01/07	01/07	24011346007100038571597	COLUMN PUBLIC NOTICE COLUMN.US DC	$162.64
CHAD TORMASCHY				
XXXX-XXXX-XXXX			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $10,000.00			$48.00 / $0.00 / $48.00	
12/31	01/02	24071056001939178438754	MACS 215-6317020 PA	$24.00
01/07	01/09	24071056008939185916027	MACS 215-6317020 PA	$24.00
MOTOR VEHICLE DEPARTMENT				
XXXX-XXXX-XXXX			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,000.00			$48.60 / $0.00 / $48.60	
12/29	12/30	2413746536320024189704 8	USPS.COM CLICKNSHIP 800-344-7779 DC	$24.30
01/05	01/06	2413746600660032191094 5	USPS.COM CLICKNSHIP 800-344-7779 DC	$24.30
CHRISTOPHER DICKINSON				
XXXX-XXXX-XXXX			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$100.00 / $0.00 / $100.00	
01/07	01/08	24801976007607730404230	IAAO 816-701-8100 MO	$100.00

Finance Charge Summary

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

Type of Balance	Average Daily Balance	Daily Periodic Rate	Corresponding Annual Percentage Rate	Periodic Finance Charge
PURCHASES	$0.00	0.0000%	0.00%	$0.00
CASH ADVANCES	$0.00	0.0330%	11.90%	$0.00

CITY OF Dickinson North Dakota

PROCLAMATION

GIVING HEARTS DAY

City of Dickinson Proclaims February 12, 2026 Giving Hearts Day

WHEREAS, the goals of Giving Hearts Day are to raise awareness for the charitable non-profit sector and its organizations in North Dakota and northwest Minnesota, to promote online giving, volunteerism, the donation of goods, and to provide donors with the opportunity to multiply the results of their giving; and

WHEREAS, Giving Hearts Day is a powerful example of the private sector providing assistance to charitable, non-profit organizations that offer vital services to improve the quality of life for many members of our community; and

WHEREAS, the charitable, non-profit sector supports individuals and families with quality programs, materials and funds that promote, encourage, and sustain independence and self-sufficiency; and

WHEREAS, in order to provide these benefits, charities need ongoing funds, volunteers, and goods to continue providing long-term, sustainable services to our residents in need; and

WHEREAS, these charities have demonstrated a need for collaboration and resources, and have joined together for this 24-hour fundraising event that is dedicated to inspiring online donations for charities at givingheartsday.org;

NOW, THEREFORE, DO I, Scott Decker, President of City Commission of the City of Dickinson, hereby proclaim February 12, 2026, as Giving Hearts Day in Dickinson, ND and call upon public officials, business and community leaders, and all Dickinson residents to observe this day with appropriate activities and programs; recognize charitable non-profits, their staffs and volunteers, who provide essential services to our community; and support Giving Hearts Day by volunteering or providing financial support to local charities in Dickinson, ND and across North Dakota and northwest Minnesota at givingheartsday.org.

City of Dickinson Proclaims February 12, 2026 as "Giving Hearts Day"

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

_____

City Commission President

_____

Attest: City Administrator

Date: January 20, 2026

CITY OF Dickinson North Dakota | Administration

To: City Commission

From: City Administrator Dustin Dassinger

Date: 1/15/26

Subject: 2026 Liquor License (Just Golf)

Commissioners,

Each year, the City Commission reviews and approves the renewal of alcohol licenses for establishments operating within city limits.

Just Golf submitted an application for a Beer-Only on Sale Liquor License Renewal. The application was reviewed, and a background check was completed.

City Administration recommends approval.

Thank You,

Dustin Dassinger

City Administrator

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: BLAYNE RIEGER

SUBJECT: **JUST GOLF**

DATE: 12/31/2025

BACKGROUND INVESTIGATION:

JUSTIN JESS OLSON

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

ND Courts
City of Dickinson contacts
NCIC
CJIS

This search revealed the following criminal history:

2001- DISORDERLY CONDUCT

JRE-100 01/05

CITY OF DICKINSON

Renewal of Liquor License For Year 2026

Application for:
- ___ Commercial On/Off-Sale ($3,000)
- ___ Lodge or Club ($3.000)
- ___ Motel or Hotel ($3,000)
- ___ Restaurant On-Sale ($2,500)
- ___ Military Club Beer and Wine ($700)
- ___ Microbrewery Pub ($700)
- ___ Beer and Wine Concession Licenses ($550)
- ___ Distillery License ($700)
- ___ Brewer Taproom License ($2,000)
- ___ Domestic Winery License (N/A)
- X Beer Only On-Sale License ($700)
- ___ Beer and Wine Only On-Sale License ($1,250)
- ✓ Sunday Permit (All on-sale establishments must check Sunday Permit. Optional only for off sale establishments. See paragraph 5, below)

The undersigned hereby applies for the license or licenses checked above, and agrees, if granted a license, to promptly advise the city of any changes in the information contained in this application. The undersigned further acknowledges that this is a renewal of a license previously granted to the licensee, and that the undersigned is bound by all of the representations and statements made in the previous liquor license applications.

1. NAME OF BUSINESS ESTABLISHMENT: Just Golf
   MAILING ADDRESS: 316 21st St. TELEPHONE NUMBER 701-260-4453

2. PROPOSED LICENSEE: (Please complete either "a" or "b" below)
   (a) Individual: Name: Justin Olson Male: ✓ Female: ____

   (b) Corporation:
   Name of Corporation: _____
   Date of Incorporation: _____ State of Incorporation: _____
   Names and addresses, DOB, SS# and Drivers License # of officers, directors and proposed manager: ____
   _____
   _____
   Percentage of stock ownership of each director, officer, and proposed manager: _____
   _____

3. BUILDING LAYOUT: Please provide a layout of the entire building clearly showing the licensed premises, which is where you plan to mix and/or dispense alcohol. Has the layout of the licensed premises changed since last license renewal? Yes X No ____.

4. GENERAL:
   (a) In your initial application for liquor license from the City of Dickinson, you responded to certain questions (please refer to Appendix A on the reverse side of this application), if there has been any change in the response to any of these questions, state each change: ___
   _____
   I certify that there have been no changes to the responses to the questioned listed in Appendix A Justin Olson.

   (b) If renewal of license, has your business/establishment failed an alcohol compliance check(s) managed by Law Enforcement in the past year? No X *Yes_____
   *If yes, how many & date(s):_____

   (c) Have you or any employee associated with your licensed premises been cited for allowing a Minor on Premises, Sale of an Alcoholic Beverage to a Minor or Dispensing Alcohol to a Minor within the past year? No X *Yes_____ *If yes, When and where did the violation occur?_____.

   (d) By signing below, the undersigned promises and agrees to abide by and obey all applicable laws of the state and all applicable ordinances of the city relating to the operation of your licensed premises and any activities conducted thereon.

   (e) By signing below, the undersigned expressly consents that any police officer of the city or any person or persons duly authorized by City ordinance or state or federal law, may enter upon the premises described in this application at any reasonable hour of the day or night, and at such times they shall have free access to all portions of the property comprising the licensed premises for the purpose of inspecting such premises for any possible violation of any of the laws of the state or of any of the ordinances of the city whether they pertain specifically to the sale of alcoholic beverages or not. Such access shall be permitted for such purposes without the necessity of a search warrant.

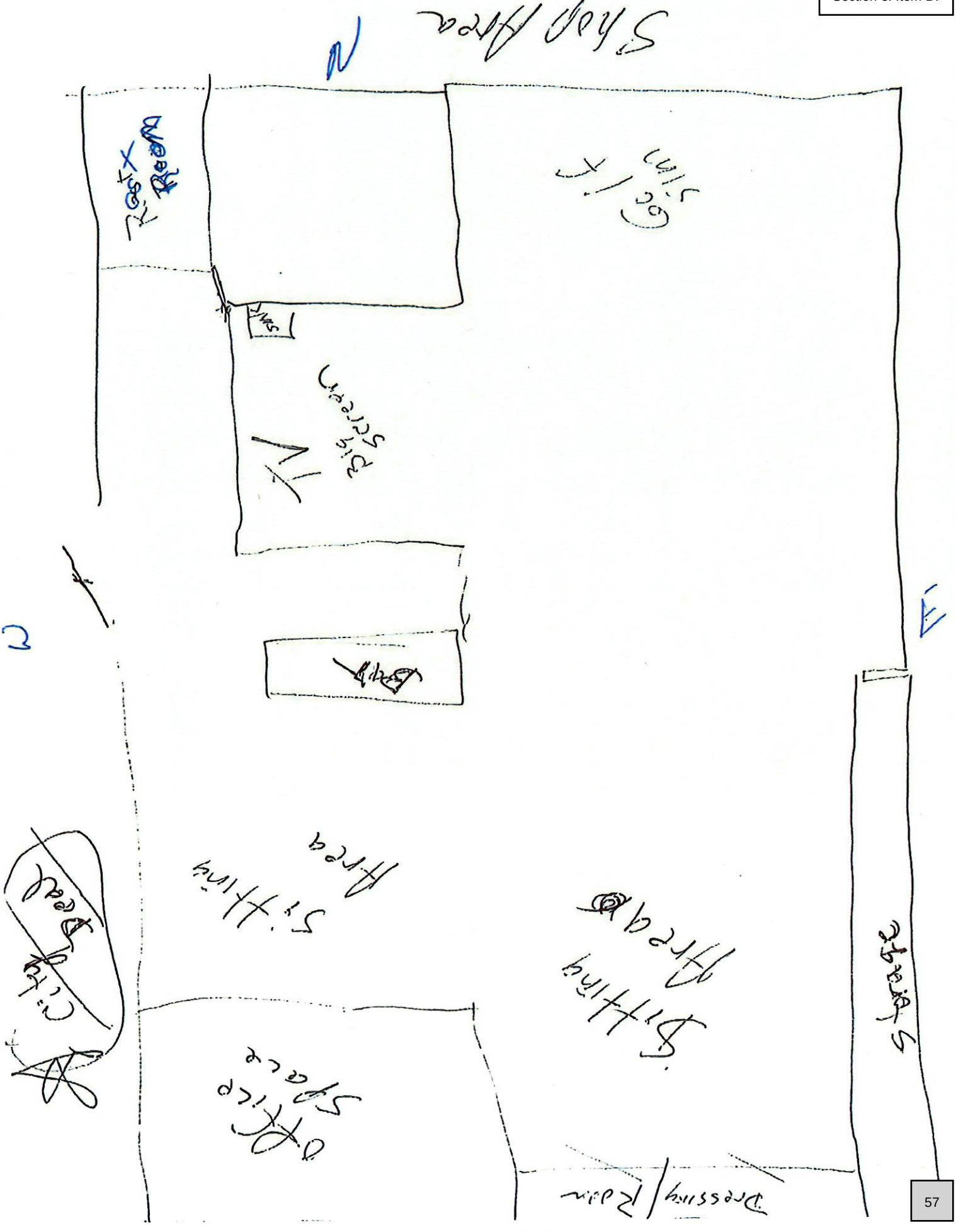
5. The undersigned represents and warrants that the hospitality tax imposed under Section 35.125 of the Dickinson City Code has been and will continue to be collected to qualify the licensee as a qualified alcoholic beverage licensee for purposes of Sections 4.08.270 and 4.08.280 of the Dickinson City Code authorizing Event permits and Sunday permits. (This paragraph is not applicable to applicants who have not applied for a Sunday permit)

Dated this 30 day of Dec, 20 25

APPLICANT (individual)

CORPORATION:

By:_____(President) By:_____(Secretary)


N
Sign Area
Post
Meeting Room
Sign
Pick Up Area
Parking Area
Parking Area
Office Space
Crosswalk
Crosswalk
Pressing / Drain

2026 Designation of Depository Banks for Public Funds

Presented by: Deputy City Administrator Carlson

Consideration to Approve

CITY OF Dickinson North Dakota

2026 List of Depository Banks

NDCC 21-04-13 Every Two Years (even-numbered year) Commission shall designate depositories of public funds which meet the pledge of security requirements.

Bravera Bank

Choice Bank

Cornerstone Bank

Dacotah Bank

1st International Bank & Trust

Gate City Bank

Kirkwood Bank

Dakota Community Bank & Trust

CITY OF Dickinson North Dakota

2026 Designation of Depository Banks for Public Funds

Presented by: Deputy City Administrator Carlson

Consideration to Approve

2026 List of Depository Banks

NDCC 21-04-13 Every Two Years (even-numbered year) Commission shall designate depositories of public funds which meet the pledge of security requirements.

Bravera Bank

Choice Bank

Cornerstone Bank

Dacotah Bank

1st International Bank & Trust

Gate City Bank

Kirkwood Bank

Dakota Community Bank & Trust

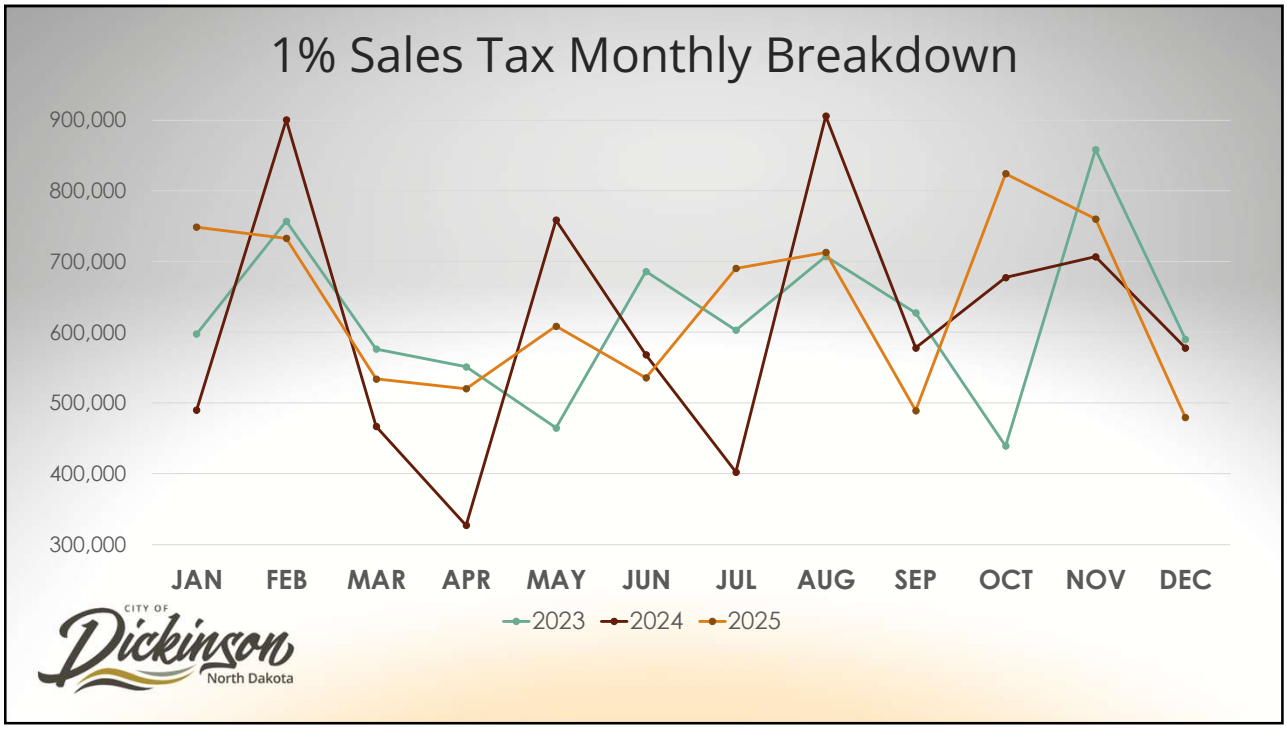
Monthly Financial Report

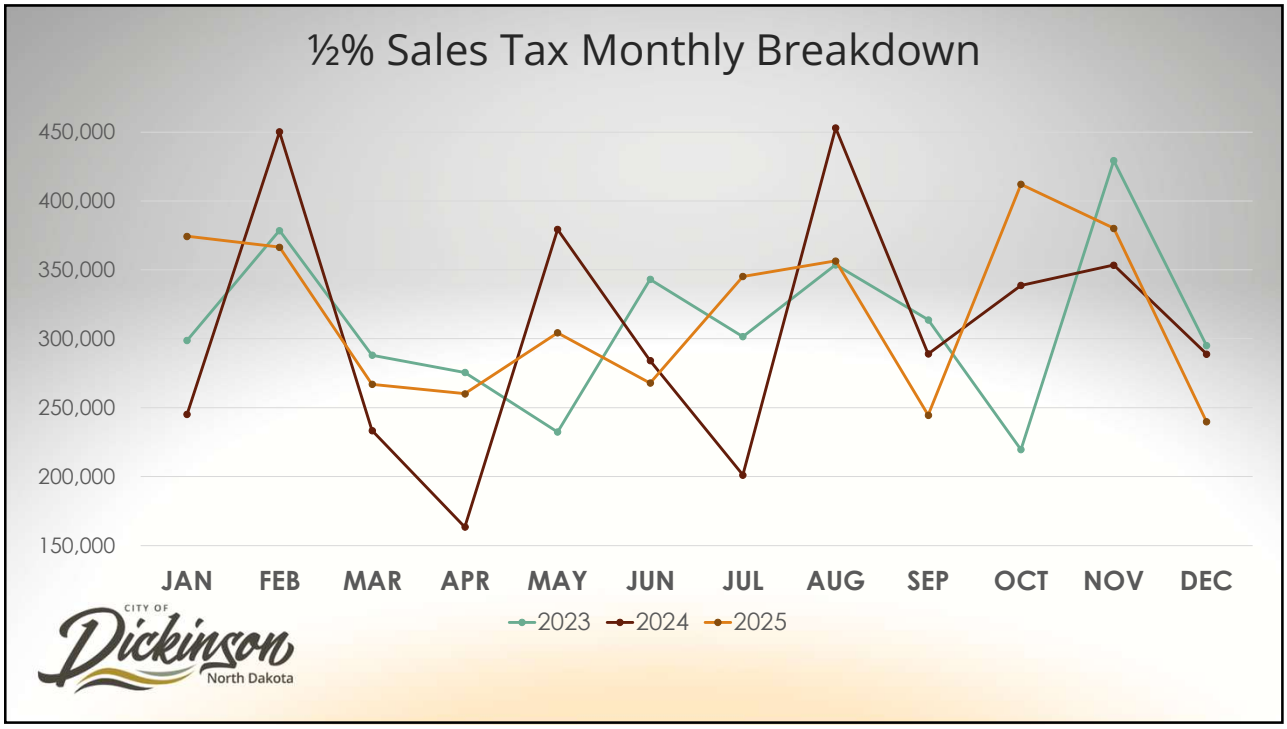
Presented by: Deputy Finance Director, Greenwood

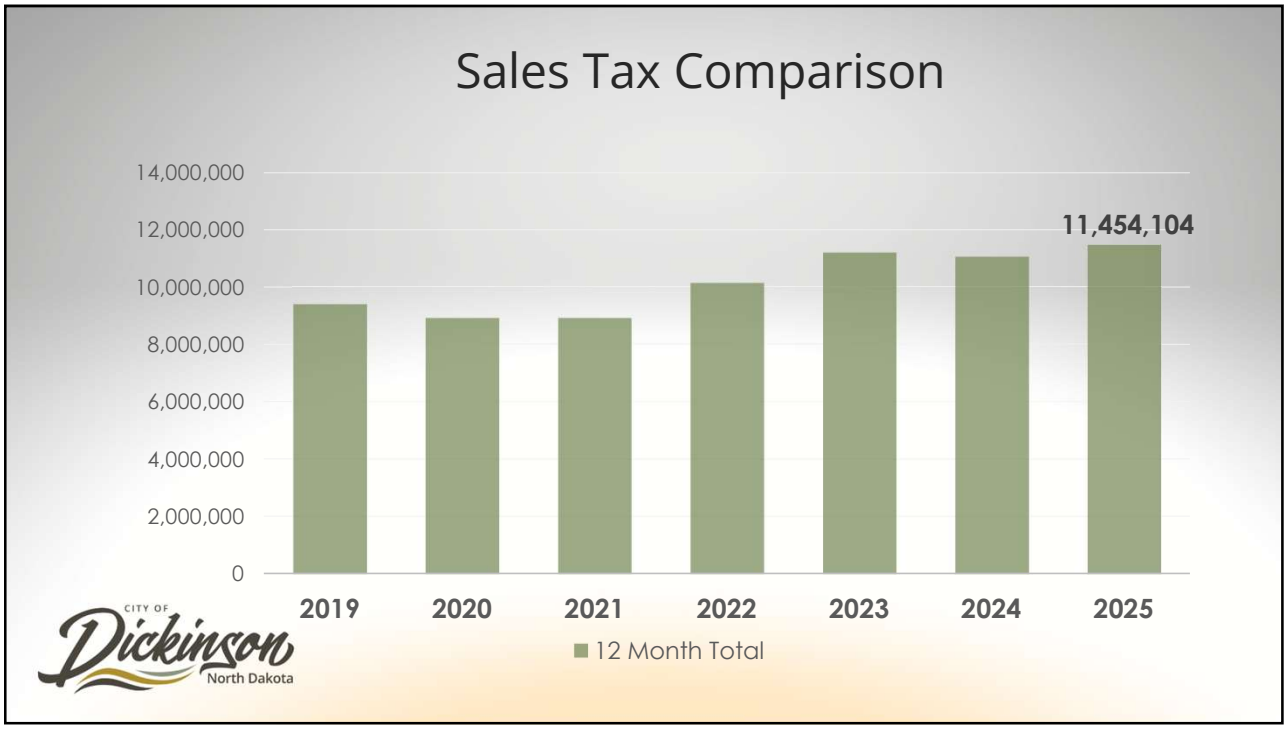
December Preliminary 2025

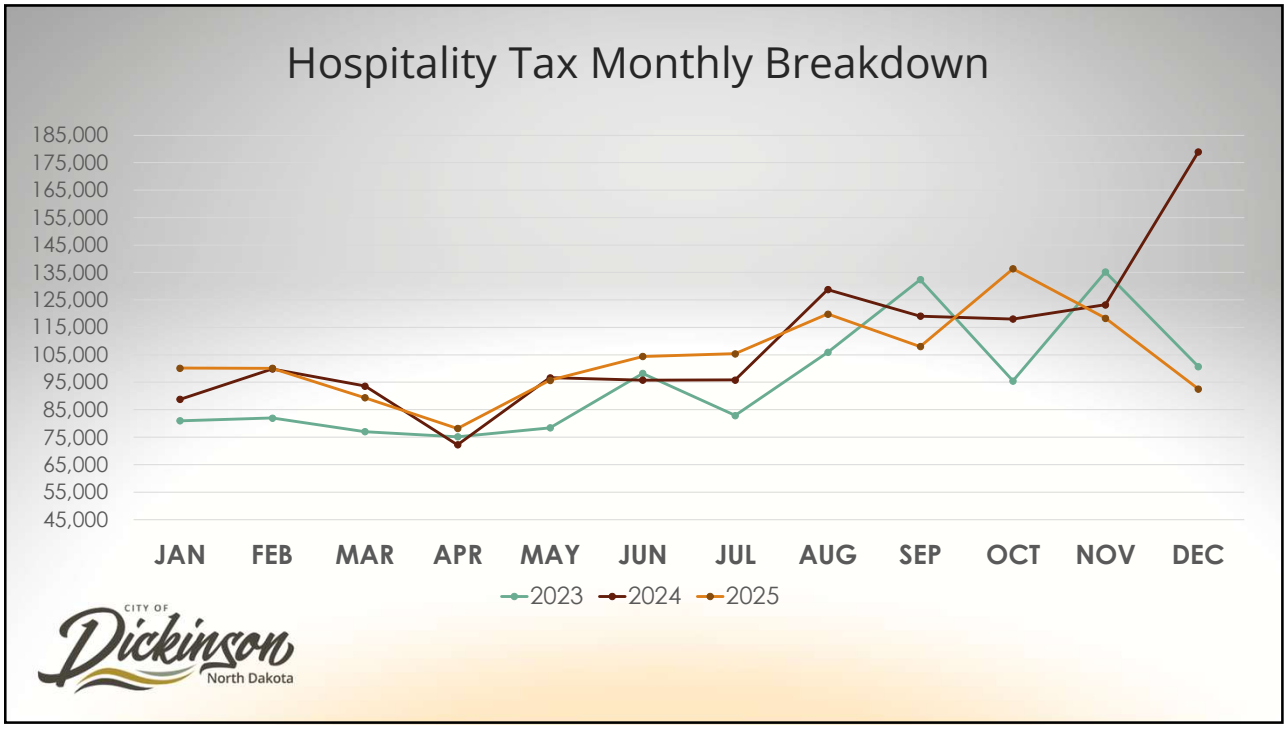
General Fund
Statement of Fund Activity

FUNDS	Fund Balance 1/1/2025	Revenues & Other Sources	Transfers In	Transfers Out	Expenditures & Other Uses	Fund Balance 12/31/2025
General Fund:	$ 7,532,202	$ 12,747,671	$ 12,410,000	$ 1,782,947	$ 22,993,926	$ 7,913,000

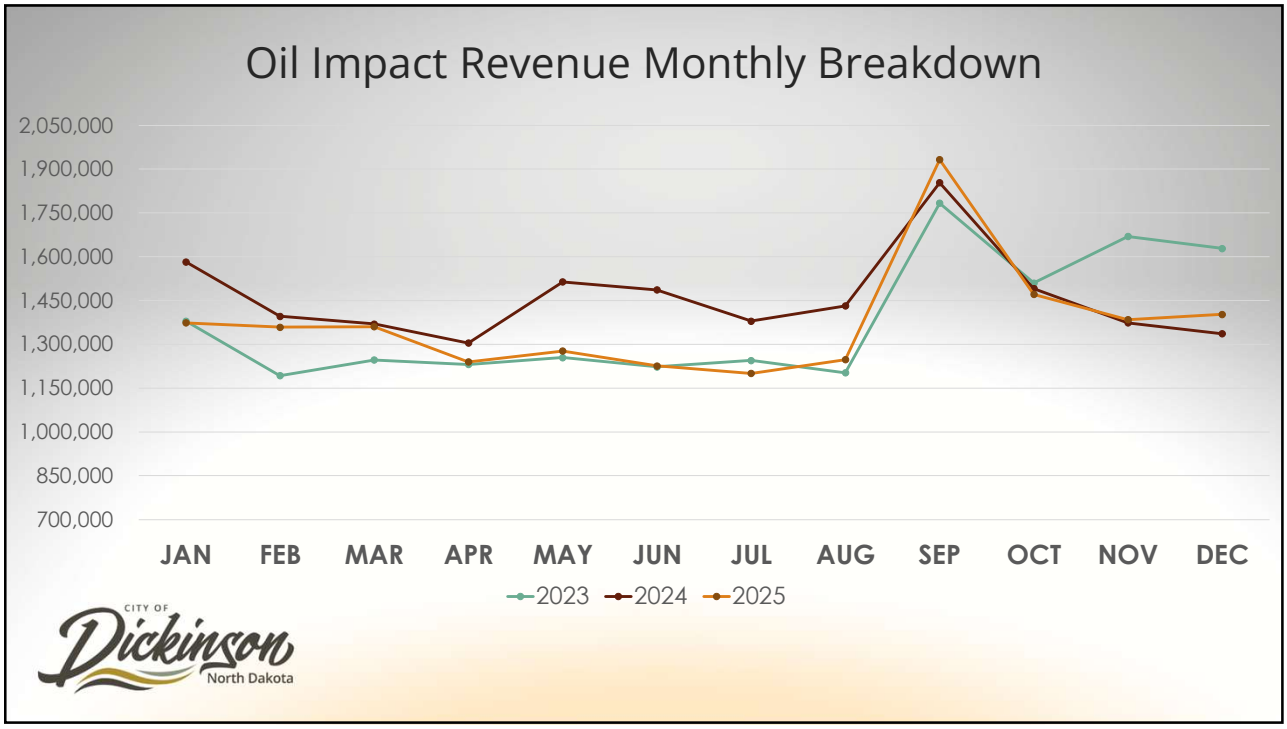

1% Sales Tax Monthly Breakdown
900,000
800,000
700,000
600,000
500,000
400,000
300,000
JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC
2023 2024 2025
CITY OF Dickinson North Dakota

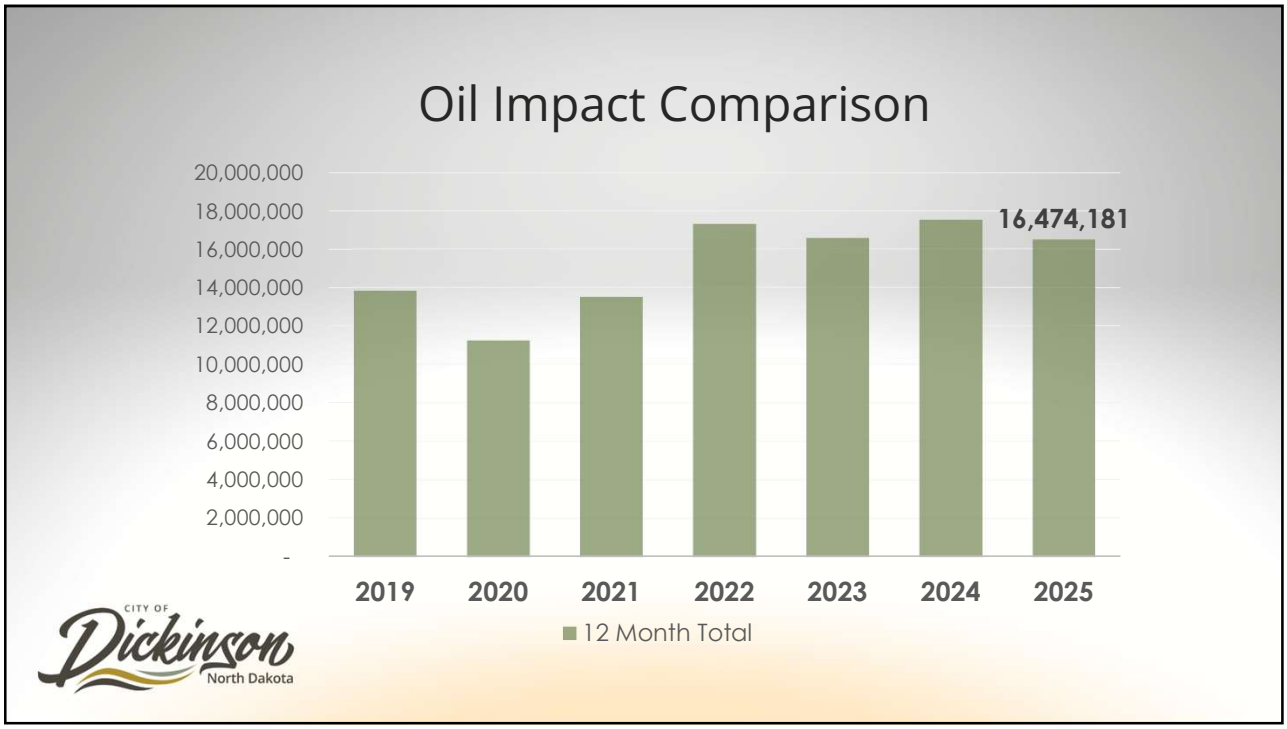

½% Sales Tax Monthly Breakdown
450,000
400,000
350,000
300,000
250,000
200,000
150,000
JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC
2023 2024 2025
CITY OF Dickinson North Dakota

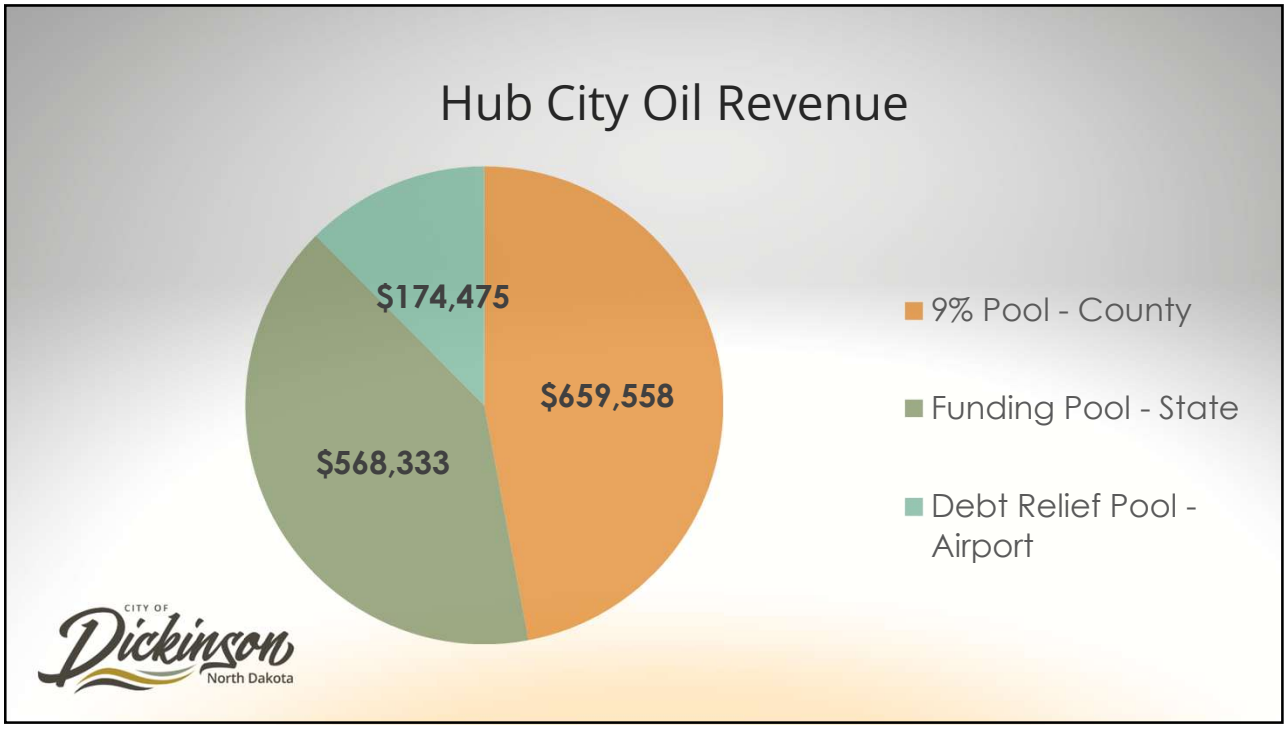

Sales Tax Comparison
14,000,000
12,000,000
10,000,000
8,000,000
6,000,000
4,000,000
2,000,000
0
11,454,104
2019
2020
2021
2022
2023
2024
2025
12 Month Total
CITY OF Dickinson North Dakota

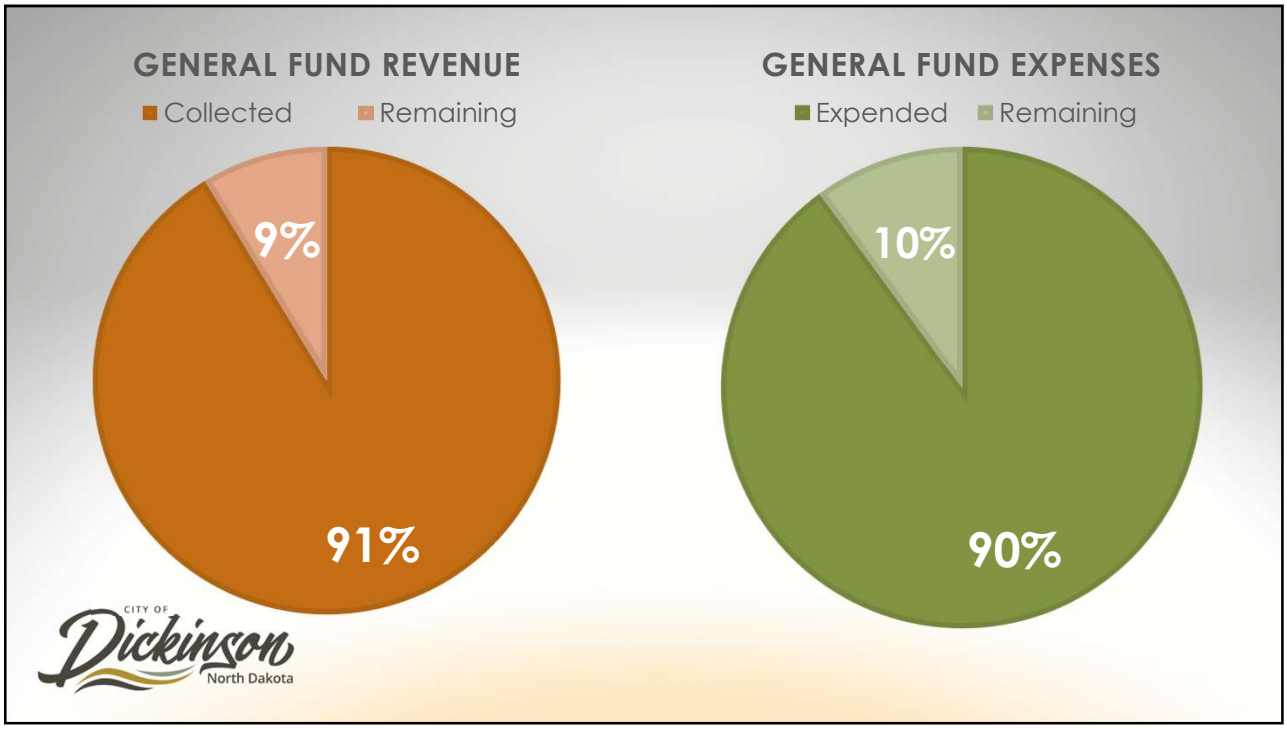

Hospitality Tax Monthly Breakdown
185,000
175,000
165,000
155,000
145,000
135,000
125,000
115,000
105,000
95,000
85,000
75,000
65,000
55,000
45,000
JAN
FEB
MAR
APR
MAY
JUN
JUL
AUG
SEP
OCT
NOV
DEC
2023
2024
2025
CITY OF Dickinson North Dakota

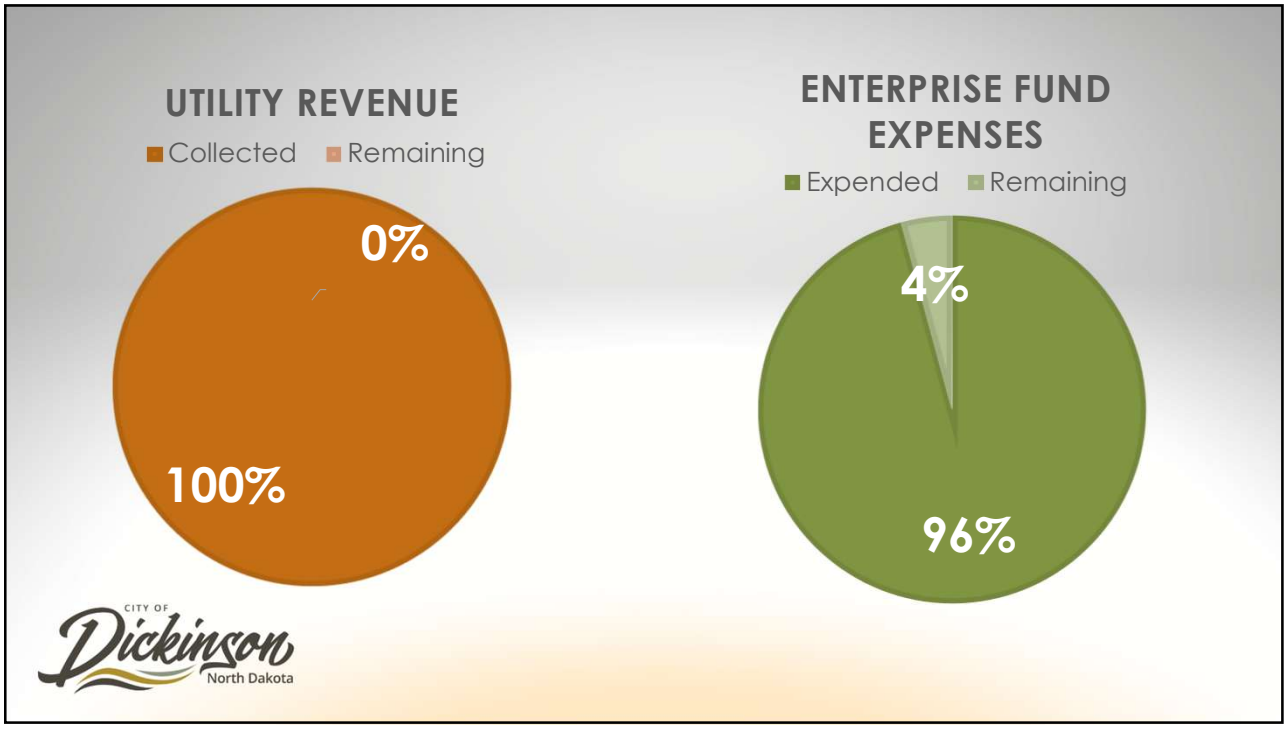
Hospitality Tax Comparison
1,400,000
1,200,000
1,000,000
800,000
600,000
400,000
200,000
0
1,248,381
2019
2020
2021
2022
2023
2024
2025
12 Month Total
CITY OF
Dickinson
North Dakota


Oil Impact Revenue Monthly Breakdown
2,050,000
1,900,000
1,750,000
1,600,000
1,450,000
1,300,000
1,150,000
1,000,000
850,000
700,000
JAN
FEB
MAR
APR
MAY
JUN
JUL
AUG
SEP
OCT
NOV
DEC
2023
2024
2025
CITY OF
Dickinson
North Dakota


Oil Impact Comparison
20,000,000
18,000,000
16,000,000
14,000,000
12,000,000
10,000,000
8,000,000
6,000,000
4,000,000
2,000,000
-
16,474,181
2019
2020
2021
2022
2023
2024
2025
12 Month Total
CITY OF
Dickinson
North Dakota


Hub City Oil Revenue
$174,475
$659,558
$568,333
9% Pool - County
Funding Pool - State
Debt Relief Pool - Airport
CITY OF
Dickinson
North Dakota


GENERAL FUND REVENUE
Collected
Remaining
9%
91%
GENERAL FUND EXPENSES
Expended
Remaining
10%
90%
CITY OF
Dickinson
North Dakota


UTILITY REVENUE
Collected
Remaining
0%
100%
ENTERPRISE FUND EXPENSES
Expended
Remaining
4%
96%
CITY OF
Dickinson
North Dakota

Questions?

Thank you!

CITY OF Dickinson North Dakota

Financial Report

For the Period Ending

December 31st, 2025

1. *Budget Summary*
2. *Statement of Fund Activity*
3. *State Tax/Intergovernmental Revenue by Month*
4. *Aged Payables & Receivables Summary*
5. *Utility Revenue Summary*

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

2025 Budget Expenditures Recap

12/31/2025

	2025 Budget	2025 Actual	Variance	% Expended
General Fund	27,556,349	24,782,598	2,773,751	89.9%
Special Revenue Funds				
1% Sales Tax	8,895,770	6,441,831	2,453,939	72.4%
1/2% Sales Tax	3,350,000	2,725,000	625,000	81.3%
Legacy Square Fund	474,390	463,011	11,379	97.6%
Cemetery Fund	90,500	75,285	15,215	83.2%
Future Fund	280,000	230,766	49,234	82.4%
Oil Impact Fund	28,000,000	28,374,025	(374,025)	101.3%
Hospitality Tax	1,084,000	897,500	186,500	82.8%
Highway Tax	1,486,000	1,100,000	386,000	74.0%
Urban Forestry/Downtown Streetscape	50,000	-	50,000	0.0%
EMS	3,383,633	3,762,310	(378,677)	111.2%
Library	1,378,145	1,282,077	96,068	93.0%
Interest Revenue Fund	3,235,000	3,064,734	170,266	94.7%
Debt Service Funds				
WRCC Revenue Bond	2,080,600	2,081,795	(1,195)	100.1%
General Capital Lease Fund	485,000	485,319	(319)	100.1%
Enterprise/Proprietary Funds				
Water	8,341,758	8,343,281	545,156	93.5%
Sewer	9,713,700	8,767,017	1,114,582	88.5%
Solid Waste	5,329,631	5,192,665	416,311	92.2%
Storm Water	227,315	329,086	(88,959)	139.1%
Wastewater Plant	1,189,545	1,116,620	156,462	86.8%
Fleet (Internal Service)	915,958	840,399	75,559	91.8%
Totals	107,547,294	100,355,319	8,282,247	93.3%

City of Dickinson, North Dakota

Schedule of Fund Activity
As of December 31 2025

FUNDS	Fund Balance 1/1/2025	Revenues And Other Sources	Transfer In	Transfer Out	Expenditures And Other Uses	Fund Balance 12/31/2025
Total General Fund:	$7,532,202	$12,747,671	$12,410,000	$1,782,947	$22,993,926	$7,913,000
Special Revenue Funds						
1% City Sales Tax	$15,312,583	$6,887,400	$0	$3,975,000	$2,466,831	$15,758,153
1/2% City Sales Tax	$1,222,579	$3,443,700	$0	$1,875,000	$850,000	$1,941,279
Legacy Square Fund	$146,834	$85,009	$450,000	$0	$463,011	$218,832
Cemetery	$40,220	$140,050	$0	$0	$75,285	$104,986
Youth Commission	$1,097	$210	$0	$0	$869	$438
Future Fund	$3,448,796	$479,499	$0	$210,000	$20,766	$3,697,530
Oil & Gas Production	$20,057,762	$20,351,453	$0	$16,070,396	$12,303,629	$12,035,190
Hospitality Tax	$1,345,952	$1,148,228	$0	$750,000	$99,000	$1,645,181
Highway Tax	$15,349	$1,199,654	$0	$1,100,000	$0	$115,002
Downtown Streetscape	$56,228	$0	$0	$0	$0	$56,228
PD Special Revenue/Grant Fund	$390,164	$251,615	$200,000	$0	$185,645	$656,135
Federal Grants - ARPA	$943,780	$0	$0	$0	$230,000	$713,780
Fire Special Revenue	$597,854	$580,928	$0	$0	$330,924	$847,859
EMS Special Revenue	$2,095,505	$1,147,231	$0	$0	$3,750,882	($508,147)
Museum Special Revenue	$36,009	$30,923	$0	$0	$26,879	$40,053
Library	($79,396)	$1,268,991	$0	$0	$1,278,408	($88,813)
Total Special Revenue Funds:	$45,631,317	$37,014,893	$650,000	$23,980,396	$22,082,129	$37,233,685
Debt Service Funds						
Community Center Revenue Bond	$2,269,280	$84,503	$0	$0	$2,081,795	$271,988
General Capital Leases	($47,829)	$0	$485,000	$0	$485,319	($48,149)
Total Debt Service Funds:	$2,221,451	$84,503	$485,000	$0	$2,567,114	$223,839
Capital Projects Funds						
Building Construction	$1,401	$0	$0	$0	$0	$1,401
Impact Fee Capital Projects	$357,996	$166,075	$0	$0	$20,420	$503,651
Sidewalk Construction	$222,074	$35,819	$0	$0	$202,096	$55,797
Trails Construction	$1,585,292	$0	$0	$0	$2,884	$1,582,408
Annual Street Projects	$3,845,904	$956,239	$7,500,000	$0	$8,420,134	$3,882,008
Total Capital Projects Funds:	$6,012,667	$1,158,132	$7,500,000	$0	$8,645,533	$6,025,266
Enterprise Funds						
Water Distribution 600	$626,216	$0	$0	$0	$0	$626,216
Water Distribution 601	$33,572,072	$8,192,495	$0	$19,200	$8,322,161	$33,423,205
Wastewater	$8,017,679	$4,702,695	$5,570,396	$718,250	$3,420,652	$14,151,868
Solid Waste Utility	$4,573,837	$6,895,903	$0	$432,257	$4,756,060	$6,281,422
Storm Water	$2,065,020	$325,711	$0	$12,800	$316,286	$2,(

Wastewater Treatment Plant	$38,073,781	$636,244	$686,250	$0	$1,116,62	
Total Enterprise Funds:	$86,928,604	$20,753,048	$6,256,646	$1,182,507	$17,931,78	
Internal Service Funds						
Fleet	$256,418	$368,715	$566,000	$0	$840,391	$350,741
Total Internal Service Funds:	$256,418	$368,715	$566,000	$0	$840,391	$350,741
Trust and Agency Funds:						
Agency Funds						
NSF Checks-Recovery	($1,085)	$0	$0	$0	$369	($1,454)
Suspense	-	$0	$0	$0	$0	$0
Motor Vehicle in Transit	-	$5,566,675	$0	$0	$5,234,597	$332,078
General Transit	$84,441	$926,086	$0	$0	$898,167	$112,360
Interest Revenue	$2,557,831	$2,967,454	$0	$2,650,000	$414,734	$2,460,551
Occupancy Tax	$81	$434,479	$0	$0	$397,329	$37,231
Emergency Shelter Grant	-	$298,036	$0	$0	$282,970	$15,065
SWNTF Transit	($1,549)	$28,155	$0	$0	$27,394	($789)
Total Agency Funds:	$2,639,720	$10,220,885	$0	$2,650,000	$7,255,561	$2,955,043
Pension Trust Funds						
City Pension	$277,395	$1,477,039	$1,182,891	$0	$1,659,917	$1,277,409
Police Pension	$2,431,543	$1,001,190	$524,064	$0	$713,186	$3,243,612
Volunteer Fire Dept	$192,879	$53,633	$21,249	$0	$19,629	$248,132
OPEB	$695,471	$15,256	$0	$0	$21,227	$689,500
Total Pension Trust Funds:	$3,597,288	$2,547,119	$1,728,204	$0	$2,413,958	$5,458,653
Total Trust and Agency Funds	$6,237,008	$12,768,003	$1,728,204	$2,650,000	$9,669,519	$8,413,697
Total All Funds:	**$154,819,666**	**$84,894,966**	**$29,595,850**	**$29,595,850**	**$84,730,393**	**$154,984,239**

SALES TAX REVENUES

1% Sales Tax

	2019	2020	2021	2022	2023	2024	2025	Increase (Decrease) over prior year
January	503,405	576,989	443,415	479,035	597,446	490,171	748,670	258,499
February	590,900	615,580	393,184	675,922	757,033	900,175	732,809	(167,366)
March	417,702	345,175	449,633	433,558	576,217	466,764	533,945	67,181
April	394,368	505,251	485,343	419,590	551,078	327,069	520,186	193,117
May	543,423	505,989	514,562	428,195	464,675	758,666	608,598	(150,068)
June	487,623	324,748	353,963	583,886	686,093	568,198	535,617	(32,581)
July	425,959	584,979	607,274	581,266	602,935	402,293	690,245	287,952
August	765,145	527,075	568,420	569,164	707,353	905,929	712,799	(193,130)
September	517,822	494,819	523,865	751,171	627,308	577,910	489,081	(88,830)
October	568,820	490,122	512,572	677,176	439,305	677,393	824,382	146,989
November	600,086	472,033	447,706	553,059	858,479	706,865	760,122	53,257
December	438,099	491,566	634,101	597,838	589,994	577,793	479,617	(98,176)
Totals	**6,253,353**	**5,934,326**	**5,934,039**	**6,749,860**	**7,457,917**	**7,359,227**	**7,636,071**	**276,844**

1/2% Sales Tax

	2019	2020	2021	2022	2023	2024	2025	Increase (Decrease) over prior year
January	251,703	288,495	221,707	239,517	298,723	245,085	374,335	129,250
February	295,450	307,790	196,592	337,961	378,517	450,088	366,405	(83,683)
March	208,851	172,588	224,817	216,779	288,109	233,382	266,972	33,590
April	197,184	252,626	242,671	209,795	275,539	163,534	260,093	96,559
May	271,711	252,994	257,281	214,097	232,338	379,333	304,299	(75,034)
June	243,812	162,374	176,981	291,943	343,047	284,099	267,808	(16,291)
July	212,980	292,490	303,637	290,633	301,468	201,147	345,122	143,975
August	382,573	263,538	284,210	284,582	353,676	452,964	356,399	(96,565)
September	258,911	247,409	261,933	375,585	313,654	288,955	244,540	(44,415)
October	284,410	245,061	256,286	338,588	219,652	338,696	412,191	73,495
November	300,043	236,016	223,853	276,530	429,239	353,433	380,061	26,629
December	219,050	245,783	317,051	298,919	294,997	288,897	239,808	(49,088)
Totals	**3,126,677**	**2,967,163**	**2,967,019**	**3,374,930**	**3,728,959**	**3,679,613**	**3,818,034**	**138,421**

Total 1 1/2% Sales Tax

	2019	2020	2021	2022	2023	2024	2025	Increase (Decrease) over prior year
January	755,108	865,484	665,122	718,552	896,169	735,256	1,123,005	387,749
February	886,350	923,369	589,775	1,013,883	1,135,550	1,350,263	1,099,214	(251,049)
March	626,552	517,763	674,450	650,337	864,326	700,146	800,917	100,771
April	591,552	757,877	728,014	629,384	826,618	490,603	780,279	289,676
May	815,134	758,983	771,843	642,292	697,013	1,138,000	912,897	(225,103)
June	731,435	487,122	530,944	875,829	1,029,140	852,297	803,425	(48,872)
July	638,939	877,469	910,911	871,899	904,403	603,440	1,035,367	431,927
August	1,147,718	790,613	852,630	853,747	1,061,029	1,358,893	1,069,198	(289,696)
September	776,733	742,228	785,798	1,126,756	940,962	866,865	733,621	(133,244)
October	853,230	735,183	768,859	1,015,764	658,957	1,016,089	1,236,573	220,484
November	900,130	708,049	671,559	829,589	1,287,718	1,060,298	1,140,184	79,886
December	657,149	737,349	951,152	896,757	884,991	866,690	719,425	(147,265)
Totals	**9,380,030**	**8,901,489**	**8,901,058**	**10,124,790**	**11,186,876**	**11,038,840**	**11,454,104**	**415,264**

STATE TAX REVENUES

Hospitality Tax

	2019	2020	2021	2022	2023	2024	2025	Increase (Decrease) over prior year
January	81,122	82,427	69,011	69,822	80,993	88,784	100,152	11,368
February	80,320	84,166	49,803	87,549	81,937	99,849	100,097	248
March	71,329	63,859	60,667	67,154	77,037	93,600	89,347	(4,253)
April	59,212	78,972	70,912	67,428	75,191	72,256	78,154	5,898
May	92,634	63,745	72,352	52,278	78,429	96,639	95,740	(899)
June	76,960	41,043	52,463	93,769	98,201	95,785	104,383	8,598
July	70,675	82,172	96,721	84,616	82,918	95,858	105,394	9,536
August	104,979	88,496	86,150	83,828	105,902	128,769	119,849	(8,920)
September	91,084	77,004	110,621	116,475	132,380	119,075	108,000	(11,075)
October	106,436	92,454	91,040	110,248	95,499	118,060	136,334	18,274
November	99,662	76,605	72,803	68,209	135,220	123,234	118,358	(4,876)
December	72,367	82,554	92,104	90,254	100,718	178,963	92,573	(86,390)
Totals	**1,006,781**	**913,497**	**924,646**	**991,630**	**1,144,425**	**1,310,871**	**1,248,381**	**(62,490)**

Occupancy Tax

	2019	2020	2021	2022	2023	2024	2025	Increase (Decrease) over prior year
January	23,827	23,209	19,645	22,427	25,873	24,170	26,461	2,291
February	19,796	22,931	14,115	20,959	22,081	25,243	27,075	1,832
March	20,971	11,847	9,806	14,433	16,097	22,895	22,512	(383)
April	24,396	22,041	14,038	18,074	20,706	15,177	12,809	(2,368)
May	23,073	19,237	16,205	17,314	27,617	23,675	26,052	2,377
June	25,315	12,864	12,547	21,977	27,036	25,171	33,032	7,861
July	37,101	12,496	26,474	26,169	26,015	37,477	28,244	(9,233)
August	37,844	27,268	50,105	44,182	46,969	54,476	56,545	2,069
September	44,207	28,500	43,337	49,032	80,411	59,112	54,665	(4,447)
October	63,262	33,627	37,659	61,186	40,325	60,919	46,405	(14,514)
November	47,438	29,306	52,810	41,071	69,271	61,116	65,525	4,410
December	24,498	22,353	27,311	31,290	35,647	61,436	37,337	(24,099)
Totals	**391,727**	**265,679**	**324,053**	**368,116**	**438,047**	**470,867**	**436,661**	**(34,205)**

Oil Impact Fund

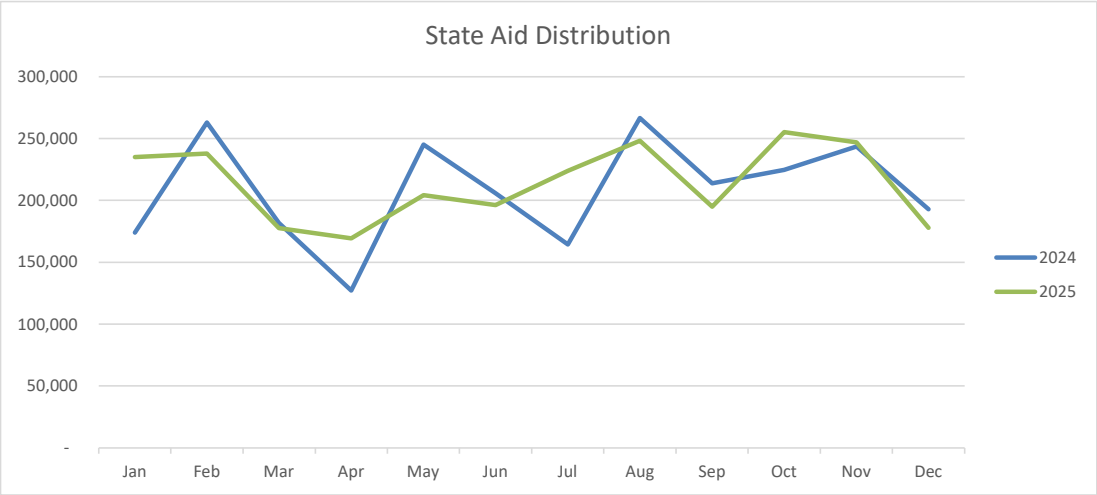
	2019	2020	2021	2022	2023	2024	2025	Increase (Decrease) over prior year
January	1,088,021	1,173,219	906,718	1,299,165	1,379,453	1,582,335	1,373,620	(208,715)
February	938,136	1,221,034	974,729	1,181,038	1,192,840	1,396,215	1,358,749	(37,466)
March	1,061,228	1,143,847	999,254	1,314,748	1,246,296	1,369,677	1,360,173	(9,504)
April	1,047,392	1,016,645	991,918	1,290,101	1,230,965	1,304,302	1,239,637	(64,665)
May	1,120,384	792,116	1,086,395	1,582,042	1,254,441	1,513,616	1,277,099	(236,517)
June	1,212,734	622,710	1,071,391	1,321,182	1,223,107	1,486,384	1,225,899	(260,485)
July	1,182,092	623,428	1,106,206	1,423,884	1,244,544	1,379,645	1,201,068	(178,577)
August	1,112,773	739,585	1,119,185	1,648,644	1,202,366	1,431,833	1,247,344	(184,489)
September	1,559,227	1,219,797	1,590,051	1,932,473	1,783,432	1,853,803	1,932,637	78,835
October	1,191,095	907,805	1,174,502	1,498,774	1,509,862	1,490,675	1,471,042	(19,633)
November	1,152,480	896,826	1,205,340	1,407,431	1,669,712	1,373,758	1,384,546	10,788
December	1,168,313	890,316	1,291,108	1,403,773	1,628,239	1,336,125	1,402,366	66,241
Totals	**13,833,874**	**11,247,328**	**13,516,796**	**17,303,256**	**16,565,258**	**17,518,368**	**16,474,181**	**(1,044,187)**

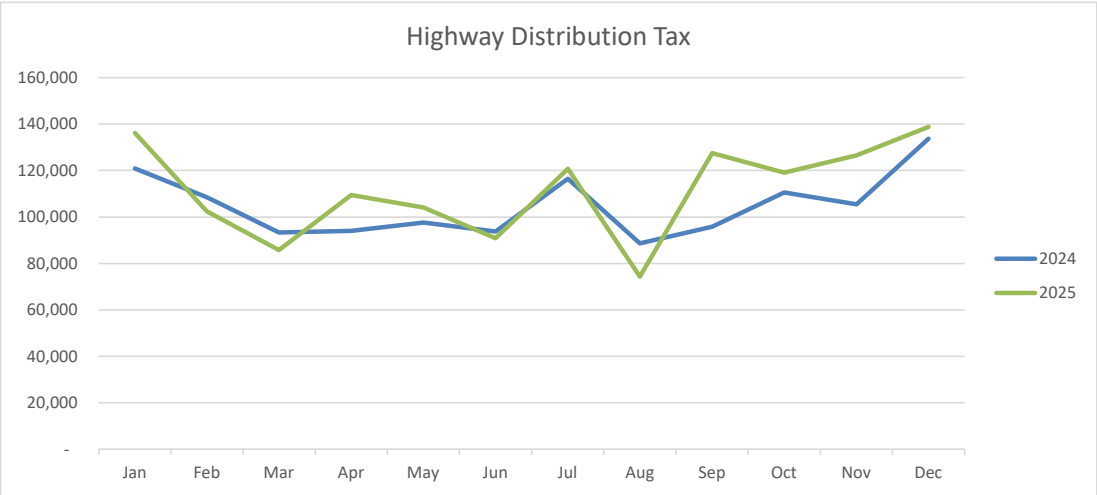
INTERGOVERNMENTAL REVENUES

State Aid Distribution		
	2024	2025
Jan	173,974	235,055
Feb	262,961	237,726
Mar	181,844	177,705
Apr	127,143	169,302
May	245,132	204,365
Jun	205,687	196,280
Jul	164,498	223,790
Aug	266,684	248,266
Sep	213,864	194,922
Oct	224,734	255,102
Nov	243,573	246,852
Dec	193,019	177,862
Totals	2,503,113	2,567,227

Highway Distribution Tax		
	2024	2025
Jan	120,921	136,267
Feb	108,532	102,390
Mar	93,317	85,818
Apr	94,096	109,403
May	97,576	104,082
Jun	93,719	90,901
Jul	116,419	120,795
Aug	88,616	74,369
Sep	95,845	127,526
Oct	110,575	119,125
Nov	105,424	126,477
Dec	133,713	138,769
Totals	1,258,752	1,335,921

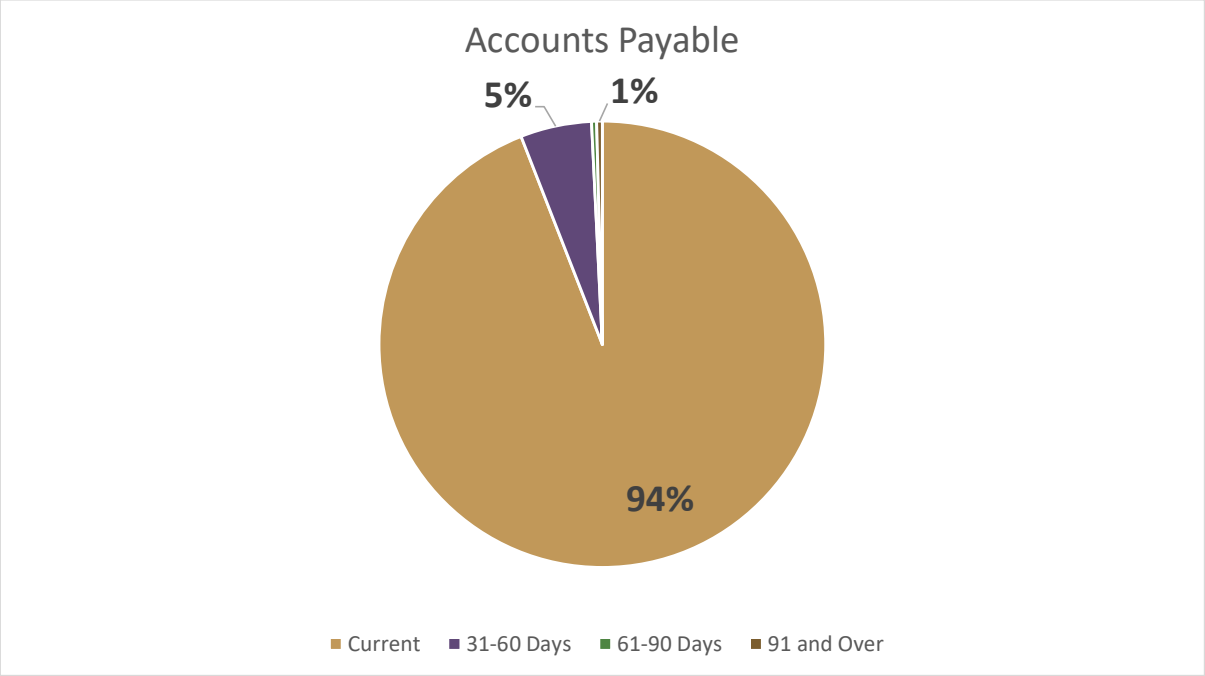
Other Misc Revenue		
	2024	2025
Jan	-	-
Feb	-	-
Mar	-	-
Apr	-	-
May	-	11,138
Jun	19,030	17,316
Jul	-	-
Aug	-	418,007
Sep	-	10,154
Oct	-	11,082
Nov	-	11,579
Dec	22,058	29,369
Totals	41,088	508,645

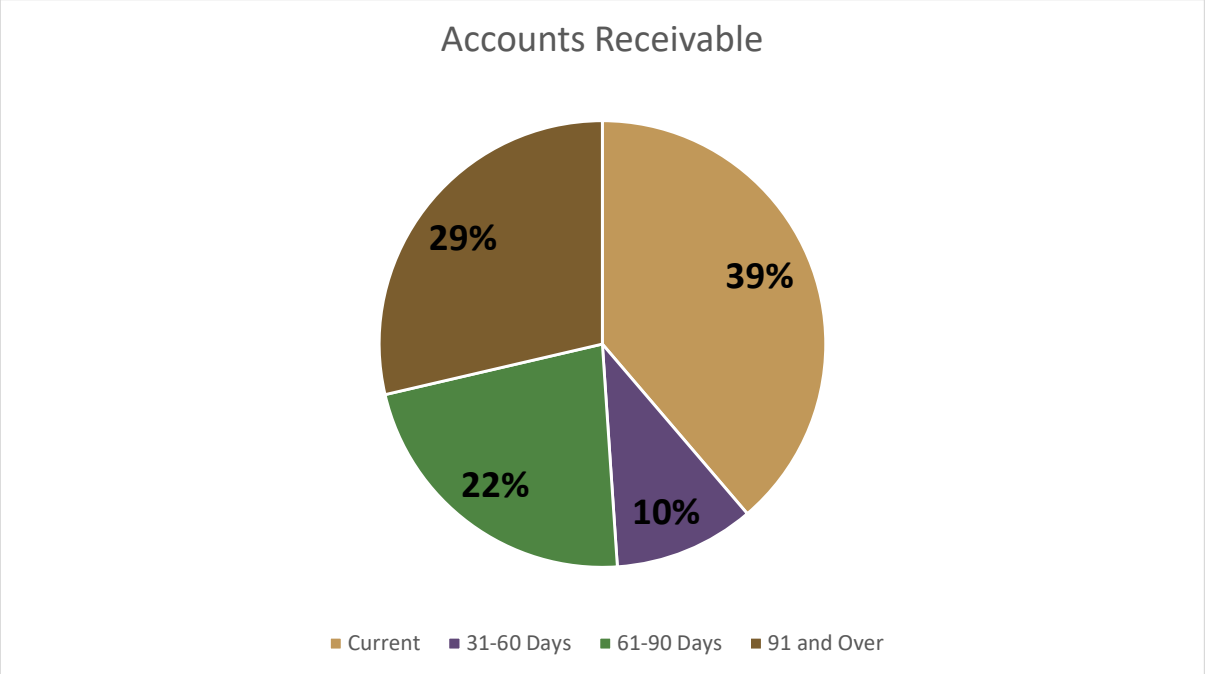




Aged Trial Balance Summary 12/31/2025

Summary	Current	31-60 Days	61-90 Days	91 and Over	Total
Accounts Payable	$ 1,017,502	$ 55,514	$ 4,032	$ 4,469	$ 1,081,517
Accounts Receivable	$ 349,561	$ 91,810	$ 202,400	$ 258,316	$ 902,087





Utility Revenue Summary

12/31/2025

	2021	2022	2023	2024	2025	Increase (Decrease) over prior year
Water						
Consumption	6,082,613	5,357,972	5,346,827	5,994,452	6,463,960	469,508
Meter Charges	1,146,953	1,154,095	1,142,569	1,149,669	1,274,553	124,884
Flat Rate Wells	1,141	1,080	1,070	1,055	1,047	(8)
Labor Sales & Service	360	360	510	645	794	149
Connection Fees	172,079	158,153	187,700	197,750	178,025	(19,725)
Meter Sales & Repairs	-	-	-	-	1,926	1,926
Bad Debts Recovered	-	9,078	18,333	14,570	14,404	(166)
Water Vendor	-	30,621	23,386	23,750	28,428	4,678
Other Misc Revenue	-	41,581	26,855	26,049	41,488	15,439
Sewer						
Consumption	1,433,404	1,348,383	1,329,525	1,462,799	2,037,362	574,563
Meter Charges	1,534,287	1,543,413	1,527,970	1,537,038	1,704,088	167,050
Flat Rate Wells	5,400	5,400	5,352	5,277	5,234	(43)
Connection Fees	91,550	81,800	236,750	94,387	149,500	55,113
Septage Receiving Station	-	31,992	64,116	68,045	55,049	(12,996)
Other Misc Revenue	-	836,442	827,031	889,464	271,029	(618,435)
Contracted Base Rate	-	-	-	-	480,433	480,433
Solid Waste						
Utility Billing	1,569,909	1,576,222	1,585,175	1,916,324	1,931,086	14,762
Commercial Landfill	812,800	1,007,974	848,730	922,888	915,857	(7,031)
Gate Receipts	448,321	539,687	684,955	687,096	827,225	140,129
UB Commercial Service	1,462,181	1,484,111	1,646,760	2,021,679	2,143,469	121,790
Commercial Container Rent	220,795	177,291	220,416	217,578	265,106	47,528
Other Misc Revenue	-	175,707	175,758	182,341	191,115	8,774
Recycle Income	-	136,052	71,322	97,828	617,853	520,025
General Fund						
Street Light Utility	391,843	394,167	389,410	391,558	394,422	2,864
Storm Water						
Utility Billing	316,190	317,917	314,553	316,618	318,834	2,216
Other Misc Revenue	-	-	14,154	9,998	6,878	(3,121)
Waste Water Treatment Plant						
Consumption	-	-	-	-	231,814	231,814
Wastewater Reuse	305,141	257,474	240,795	467,436	354,430	(113,006)
Other Misc Revenue	-	-	-	-	50,000	50,000
Total	**15,994,966**	**16,666,973**	**16,930,023**	**18,696,294**	**20,955,408**	**2,259,114**

Note: A portion of January billing gets moved back to December of prior year based on audit requirements.

2/3 of consumption and 1/3 of base charges billed on January 20th get moved back to prior year.

2/3 of consumption billed on January 30th get moved back to prior year.

Human Resources

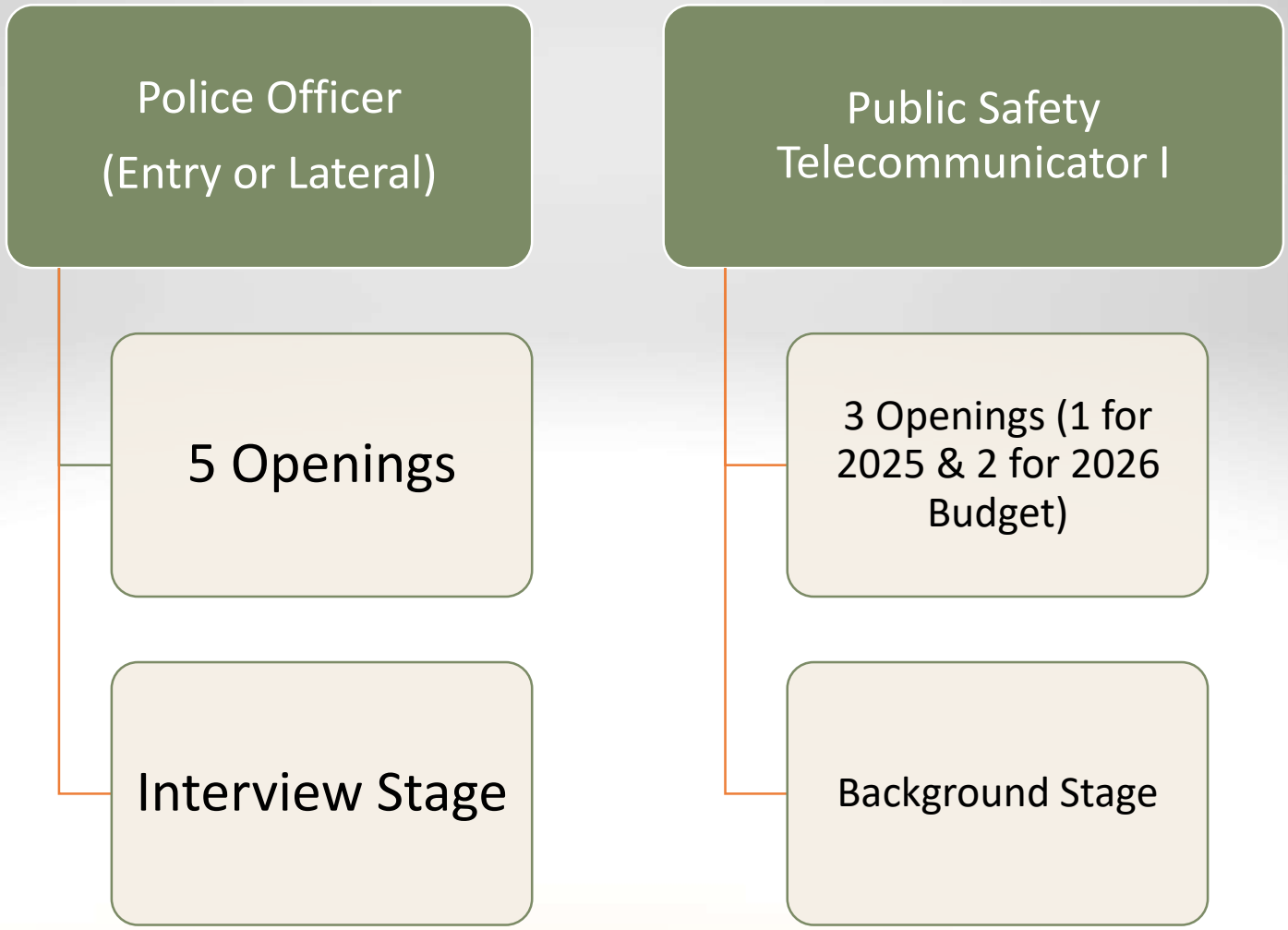
Hiring Journal

Presented by: HR Director Nameniuk

Updated as of January 12th, 2026

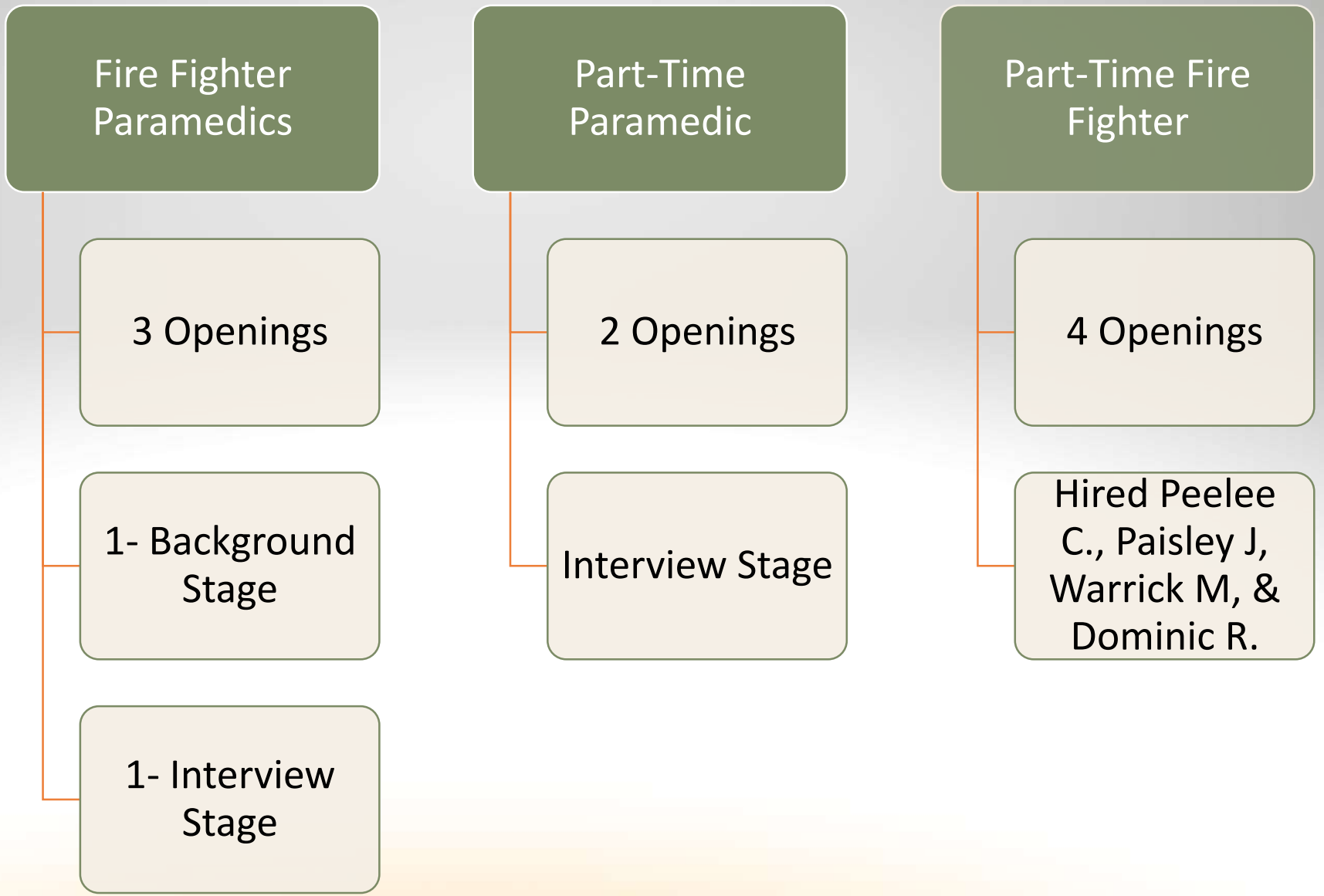
CITY OF Dickinson North Dakota

Police Department



CITY OF Dickinson North Dakota

Fire Department



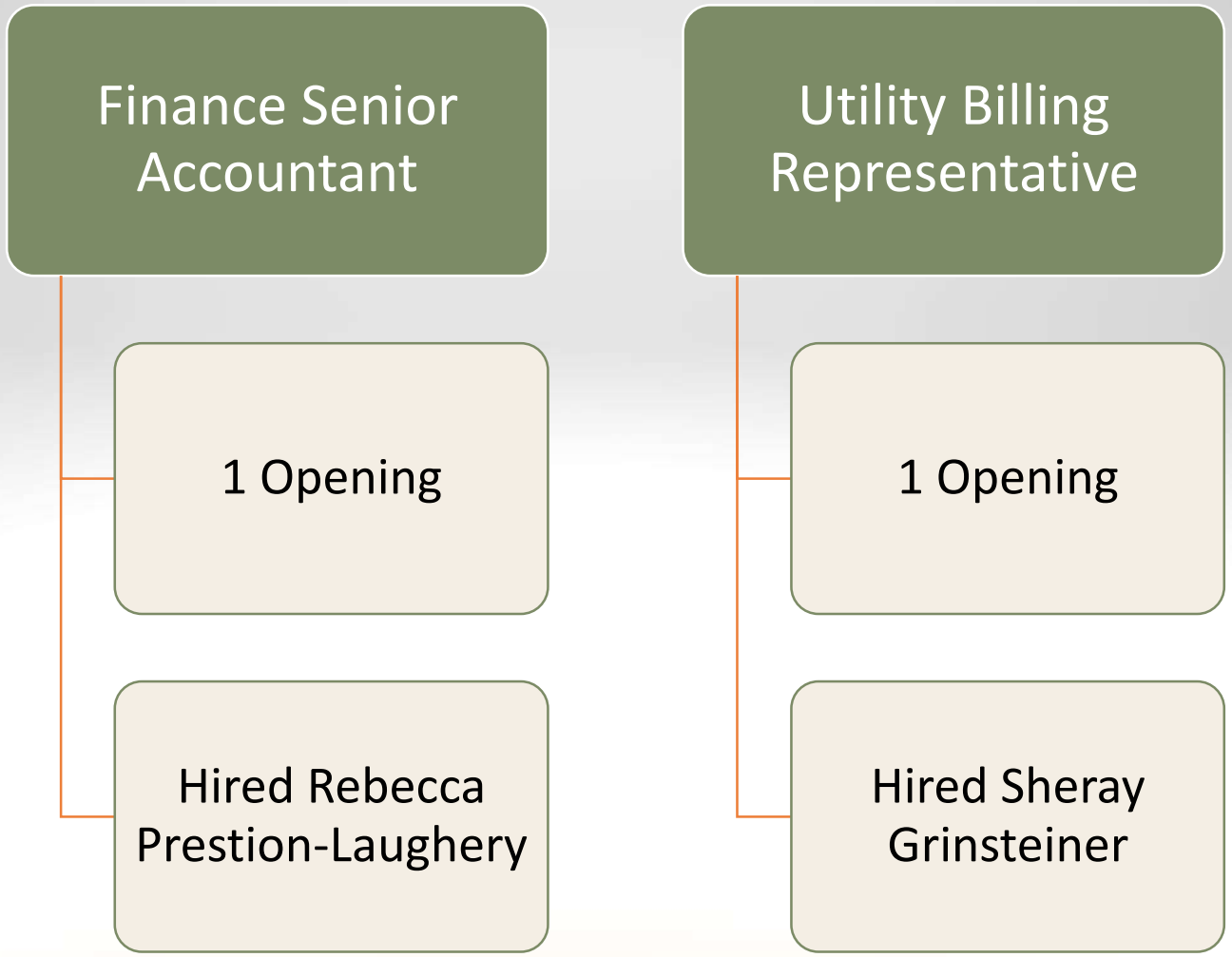
CITY OF Dickinson North Dakota

Public Works

- Street Maintenance Operator
  - 1 Opening
  - No Offers Made
- Street Maintenance Foreman
  - 1 Opening
  - On Hold
- Water Reclamation Facility Manager
  - 1 Opening
- Mechanic
  - INTERNAL ONLY
  - 1 Opening
  - Promoted Kris Leggate

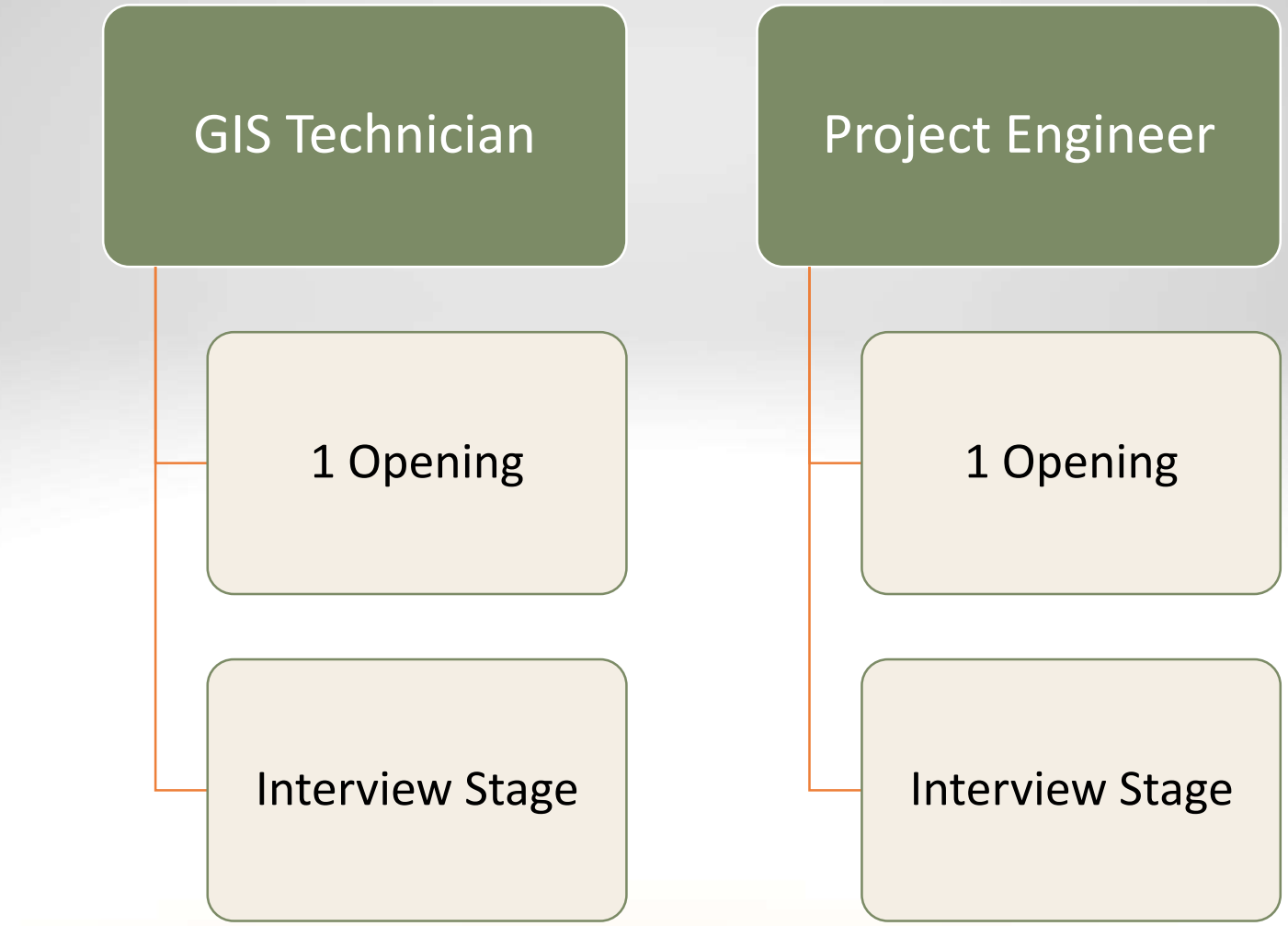
CITY OF Dickinson North Dakota

Finance



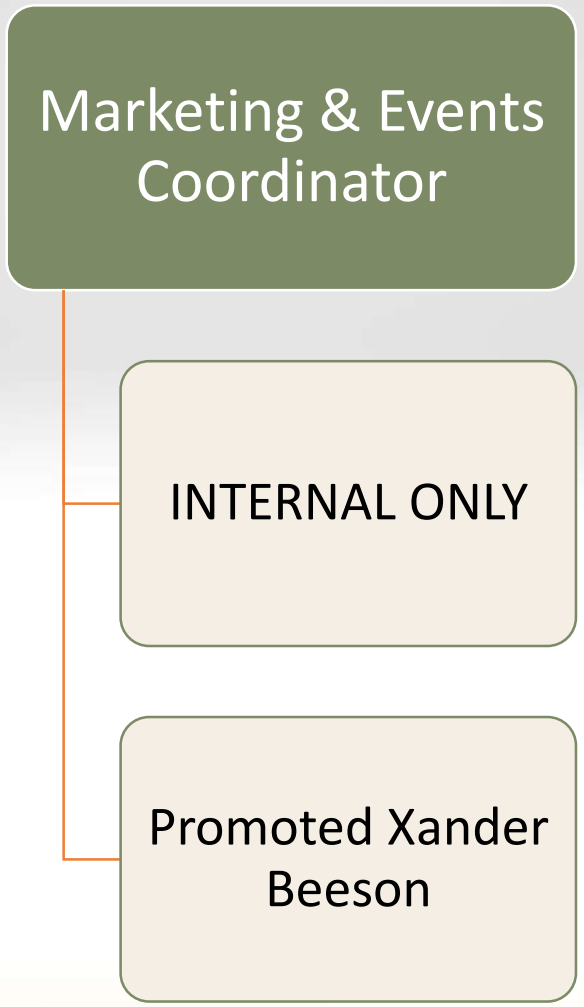
CITY OF Dickinson North Dakota

Engineering



CITY OF Dickinson North Dakota

Legacy Square



CITY OF Dickinson North Dakota

Questions?

Req #	Hiring Journal - January									Updated on 1/12/2026
	Position	Date opened:	Date closed:	# of days position is/was open	total applicants:	# of disqualified apps:	# withdrawn apps:	# of interviews:	# of declined offers:	Hired:
509	Police Officer (Lateral or Entry Level) (5 Openings)	11/18/2025	Until Filled		11	1				Interview Stage
506	Public Safety Telecommunicator I (3 Openings)	11/18/2025	12/9/2025	21	33	3	8	20	0	2- Background Stage
513	Animal Control Officer	12/12/2025	1/2/2026	21	19	8	4	7		Interview Stage
430	Fire Fighter/Paramedic (3 Openings)	1/22/2025	Until Filled		16	7	0	9	0	Interview Stage & Background Stage
482	Part-Time Paramedic (2 Openings)	7/22/2025	Until Filled		2	0	0	2	0	Interview Stage
439	Part-Time Fire Fighter (4 Openings)	2/10/2025	11/19/2025	282	26	13	2	11	1	Hired Peelee Clark, Paisley Jaeger, Warrick Morel, Dominic Robertson
498	Street Maintenance Operator (1 Opening)	9/29/2025	12/8/2025	70	36	4	4	11	0	No Offers Made - Closed Position
508	Street Maintenance Foreman (1 Opening)	11/18/2025	12/9/2025	21	4	1				On Hold
492	Water Reclamation Facility Manager	9/9/2025	Until Filled		6	3	0	3	0	Interview Stage
515	Finance Senior Accountant	12/15/2025	12/21/2025	6	3	0	0	3		Hired Rebecca Preston-Laughery
511	Utility Billing Representative	12/1/2025	12/7/2025	6	38	28	0	8	0	Hired Sheray Grinsteiner
507	GIS Technician ('26 budget)	11/19/2025	12/3/2025	14	49	38	1	9	1	Offer Declined - Interview Stage
510	Project Engineer	11/25/2025	12/12/2025	17	4	0	1	3		Interview Stage
512	Marketing & Events Coordinator	12/8/2025	12/13/2025	5	1	0	0	1	0	Promoted Xander Beeson
430	Mechanic (INTERNAL ONLY)	12/17/2025	12/31/2025	14	1	0	0	1	0	Promoted Kristopher Leggate

WRF Tractor Buyout

Presented by: Jake Waldo, Interim Public Works Director

Consideration to Approve

CITY OF Dickinson North Dakota

Houston Engineering Annual Task Order

Presented by: Jake Waldo, Interim Public Works Director

Consideration to Approve

CITY OF Dickinson North Dakota

Kone Cranes Contract Renewal

Presented by: Jake Waldo, Interim Public Works Director

Consideration to Approve

CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota | Public Works

20 January, 2026

RE: WRF Tractor Buy Out

The City of Dickinson's Water Reclamation Facility has maintained a lease on a Case IH Magnum 380 tractor for 6 years. Rather than purchasing or leasing a new unit, it is believed to be in the best interest of the City of Dickinson to purchase the unit we have been leasing.

The purchase price of this unit is $216,612.18, the purchase also includes a comprehensive extended warranty for a period of 36 months or 1,800 hours. The warranty coverage costs an additional $25,176.47; bring the total "out-the-door" price to $241,788.65 from West Plains Inc.

An amount of $245,000 was budgeted and approved for this purchase in the 2026 budget.

The purchase agreement has been reviewed by the City Attorney, Public Works staff recommends approval and purchase of the unit.

Thank you,

Jacob Waldo
Interim Public Works Director

MACHINERY SCOPE

1910 Aga Drive, Suite 300, Alexandria, MN 56308

877-[illegible]

MachineryS[illegible]

COMMERCIAL EQUIPMENT SERVICE CONTRACT RECORD OF COVERAGE

CONTRACT HOLDER INFORMATION			
PURCHASER / BUSINESS NAME City of Dickinson	CONTACT PERSON Duane Zastoupil		
ADDRESS 38 1st St West	CITY Dickinson	STATE ND	ZIP 58601
TELEPHONE (701) 690-9088	EMAIL na@na		

COMMERCIAL EQUIPMENT INFORMATION		
YEAR 2019	MAKE Case IH	MODEL Magnum 380
ADDITIONAL NOTES: Has PPP Powertrain until 12/16/2026 or 3,374 hours. Machinery Scope Powertrain+ & Ultimate coverage start day 1; Machinery Scope Powertrain warranty starts when PPP Powertrain expires.		
SERIAL NUMBER JJAM0380JKRF01100		CURRENT HOURS 2,886
RETAIL VALUE: $216, 612.18	☐ EXISTING WARRANTY EXPIRATION DATE:	☐ EXISTING WARRANTY EXPIRATION HOURS:

SERVICE CONTRACT INFORMATION			
CONTRACT PURCHASE DATE 11/30/2025	CONTRACT PURCHASE PRICE $25,176.47	BREAKDOWN TERM SELECTED BREAKDOWN MONTHS: 36 BREAKDOWN HOURS: 1,800	
DEDUCTIBLE SELECTED $1,000	COVERAGE OPTION SELECTED Ultimate	EXPIRATION DATE 12/23/2028	EXPIRATION HOURS 4,686

Coverage under this Commercial Service Contract will expire when the Covered Equipment reaches the specified Hours or Months elapsed, whichever occurs first.

DEALER INFORMATION			
DEALER NAME Plains Ag	CONTACT PERSON Tyler Prellwitz		
ADDRESS 3484 I94 Business Loop E	CITY Dickinson	STATE ND	ZIP 58601
TELEPHONE 7017619545	EMAIL Tprellwitz@westplains.com		

ACKNOWLEDGEMENT

Purchase of this Commercial Equipment Service Contract is not required in order to purchase or obtain financing. This Commercial Equipment Service Contract is not valid unless this Record of Coverage is completed and attached to the Commercial Equipment Service Contract Terms and Conditions. This Record of Coverage shall be the basis upon which the Commercial Equipment Service Contract is issued. Your signature indicates that You have read the information set forth herein and agree that it is true and correct, that You accept the terms and provisions of this Commercial Equipment Service Contract, and that You agree to be bound by the terms thereof.

AUTHORIZED REPRESENTATIVE FOR PURCHASER	DATE

MSC-ROC 11-23

West Plains Equipment Company, LLC

Customer Information

Last Name	Middle Initial	First Name	Date of Order	Date Delivered	Sales Consultant	Store Location		Purchase Order #
CITY OF DICKINSON			1/06/26		Tyler Prellwitz	Dickinson		83601

Address		Sale Type	Land of 1st Use	Email Address:
38 1st St. West		Cash	Stark	

City	State	Zip	County	Credit Company Section
DICKINSON	ND	58601	Stark	Total Gross Annual Income ($/year)

Home Phone		Purchaser type	SSN (XXX-XX-XXXX)	Incentive Program

Business Phone		Market Use	D.O.B. (MM/DD/YYYY)	Customer Initial
701.456.7744				

NEW HOLLAND AGRICULTURE
CASE IH AGRICULTURE

3484 I-94 Business Loop E, Dickison, ND 58601
Office: 701-483-8741/800-568-4345 Fax: 701-483-8742

Purchased Equipment

Serial Number	Year	Hrs	Product (Give Model, Size, & Description)	Stock Number	Amount
JJAM0380JKRF01100	2019		Case IH Magnum 380 Tractor 4WD	17057W	$ 241,788.65
			Customer elects to purchase the Maintenance Package	No	
			Describe:	Total Cash Price	$ 241,788.65

Traded Equipment

Make/Model	Year	Hrs	Product (Give Model, Size, & Description)	Serial Number	Amount

May Include Over Allowance

Trade in Allowance	$0.00
Dealer Discount	$0.00
Subtotal(Price-Trade Value)	$241,788.65
No Sales Tax	$0.00
Down Payment	$0.00
Amount Due with Tax	$241,788.65
Processing Fees	$0.00
Owed on Trade	$0.00
Balance Due	**$241,788.65**

Warranty Agreement

SPECIAL AGREEMENTS(EXPLAIN)

Machinery Scope service contract	
Powertrain + Ultimate	
Machinery scope starts when PPP	
Powertrain expires	

Internal Use only

Dlr Installed Optn #

Qty

Insurance Agreement:

The purchase of insurance coverage is:

Required ☐ Voluntary ☐ Initial One

List below the insurance coverage available for the term of the credit.

Buyer may furnish his own insurance as may be required to cover any balance due under this purchase agreement

Type — Types of Insurance and Cost of Each — Cost

Equipment Safety Check List

Dealer Check:	Yes	No
All Guard in Place & Point of Danger Protected		
Equipment Modified or altered (Give details on addendum)		
Owners Manual Provided		
Operating Instructions Provided		
Warning/Safety Decals in Place		
ROPS system in place		
ROPS Rejected by Customer		

Time Balance

I hereby agree to settle the deferred balance, if any, as shown hereon on the basis of retail time payment contract in a form that is mutally satisfactory which I will sign prior to the delivery of the goods ordered and having a total face value equal to the time balance amount and including the credit terms discolsed herein.

Expected payment on ordered retail units

To guarantee all the presale discounts and/or special manufacturer programs offered during the presale program, payment will be required once the manufacturer has issued an invoice for the purchased unit(s) on this PO. Each unit listed on this PO will need to be paid for as it invoices from the manufacturer. Failure to do so could result in the loss of some or all discounts.

Customer Signature	Salesperson Signature	Dealer signature

ALL WARRANTY REPAIRS MADE UNDER THIS AGREEMENT must be in dealer's shop and buyer is responsible for hauling equipment for repair. No warranty is given by the dealer for tires, batteries, or accessories, and the buyer is fully responsible for repairs necessitated by accident. This guarantee is not transferable. I hereby agree to the of this order, expressed in the foregoing constuting a purchase order contract. I hereby certify that I am 21 years of age or older and acknowledge receipt of a copy of this order. NOTICE TO THE BUYER. Do not sign this contra before you read it or if it contains blank spaces. You are entitled to a copy of the contract you sign. You have the right to pay in advance the unpaid balance of this contract.

1. As used in this Order, the terms (a) "Seller" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto by acceptance hereof, (b) "Purchaser" party executing this order as such on the face hereof, and (c), "Manufacturer" shall mean the company that manufactured the equipment, it being understood by Purchaser and Seller that Sell agent of manufacturer, that Seller and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relati between Seller and Manufacturer with respect to new equipment.

2. Manufacturer has reserved the right to change the price to Dealer of new equipment without notice. In the event the price to Dealer of new equipment of model ordered hereunder is changed by Manufacturer prior to delivery of the new equipment ordered hereunder to Purchaser, Dealers resererves the right to Change the cash delivered price of such equipment to Purchaser accordingly. If such cash delivered price is increased by Dealer, Purchaser may, if dissatisfied therewith, cancel this order

3. If the used equipment which has been traded in as part of the consideration for the equipment ordered hereunder is not to be delivered to Dealer after agreed upon continued usage, the used equipment shall be reappraised at the time it can be inspected and reconditioned. Such reappraised value shall determine the allowance made for such equipment. If such reappraised value is lower than the original allowance therefore shown on the front of this Order, Purchaser may, if dissatisfied therewith, cancel this order, provided, however, that such right to cancel is exercised prior to delivery of the equipment ordered hereunder to the Purchaser and surrender of the used equipment to the dealer.

4. Purchaser warrants any such used equipment to be his property free and clear of all liens, including blanket liens, and encumbrances except as otherwise noted herein.

_____ Tuesday, January 6, 2026

Signature Date

5. Unless this Order shall have been cancelled by Purchaser under and in accordance with the provisions of paragraph 2 or 3 above, Dealer shall have the right, upon failure or refusal of Purchaser to accept delivery of the equipment ordered hereunder and to comply with the terms of this Order, to retain as liquidated damages any cash deposit made by Purchaser.

6. Manufacturer has reserved the right to change the design of any new equipment, accessories, or parts thereof at anytime without notice and without obligation to make the same or any similar change upon any equipment, accessories, or parts thereof previoiusly purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of such change by Manufacturer, Dealer shall have no obligation to Purchaser to make the same or any similiar change in any equipment, accessories, or parts thereof covered by this Order either before or subsequent to delivery thereof to Purchaser.

7. Dealer shall not be liable for failure to deliver or delay in delivering the equipment covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.

8. Dealer shall not be liable for any incidental or consequential damages to property, including but not limited to damages for loss of use, loss of time, loss of profit or income, or any other such damage.

9. If a trade is listed on this PO and that trade will be used for another season or more, the customer will be responsible to maintain proper machine service and pay for any repairs needed to bring the unit back up to the condition it was when this PO was signed. If the customer trades in a unit that is not in the same condition as when this PO was signed, the trade will be reevaluated in it's current condition and it's value adjusted. This may cause an increase in the trade difference amount. Exceptions to those repairs are listed below.

_____

_____

_____

_____

_____

_____

_____

CUSTOMER SIGNATURE_____

CITY OF Dickinson North Dakota | Public Works

20 January, 2026

RE: Houston Engineering Task Order

This task order is between the City of Dickinson and Houston Engineering, Inc. to provide groundwater monitoring and reporting services, as well as Annual Survey, Volume Utilization Summary, Financial Assurance Estimates, and General Regulatory Reporting Support.

This task order is refreshed annually with Houston Engineering, the total cost associated with this task order is $67,250.

The task order has been reviewed by the City Attorney, Public Works and Engineering staff recommend approval of this task order.

Thank you,

Jacob Waldo
Interim Public Works Director

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

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

Detailed scope of services are provided in the attachments:

Attachment 1: 2026 Groundwater Monitoring and Reporting Scope of Work

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

Owner and Engineer further agree as follows:

1.01 Services of Engineer

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

2.01 Owner's Responsibilities

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

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

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

3.01 Schedule for Rendering Services

A. Engineer shall complete its Services within the following specific time period: **Services are completed as stated in the Scope of Work Attachments during the 2026 monitoring and**

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

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

4.01 Invoices and Payments

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

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

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

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

E. Basis of Payment

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

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

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

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

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2026 Groundwater Monitoring and Reporting Scope of Work Engineering analysis and MW-27 gas testing services	**$24,000**
Sampling and Field Services by MVTL **To be invoiced directly by MVTL**	**$23,250**
Annual Volume Survey, Utilization Summary Reporting, Financial Assurance Estimates, and General Regulatory Reporting Support Scope of Work	**$20,000**
Combined Total	**$67,250**

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

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

5.01 Termination

A. Termination for Cause

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

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

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

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

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

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

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

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

6.01 General Considerations

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

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

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

D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over

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competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

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

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

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

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

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

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

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

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

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

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

4. **Excess or Umbrella Liability –**

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

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

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

6. **Professional Liability –**

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

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

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

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

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

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

M. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the

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performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

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

7.01 Definitions

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

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

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

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

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

B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

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9.01 Total Agreement

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

Attachments:

Attachment 1: 2026 Groundwater Monitoring and Reporting Scope of Work

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

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This Agreement's Effective Date is **January 4, 2026**.

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

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Attachments:

Attachment 1: 2026 Groundwater and Landfill Gas Monitoring and Reporting Scope of Work

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

Services of Engineer:

1. Prepare an annual report presenting the groundwater data collected in 2025 including the statistical analysis of the 2025 groundwater quality data relative to the past groundwater quality data. NOTE: Groundwater data collected in 2026 will be submitted in an annual report to be provided in 2027.

2. Coordinate both the Spring 2026 (approximately May / June, weather and access permitting) and Fall 2026 (approximately October / November, weather and access permitting) sampling events with an approved sampling and testing services provider.

3. Obtain groundwater elevation data from the 13 monitoring wells according to the groundwater monitoring plan during both the spring and fall 2026 sampling events.

4. Measure the percent methane (% CH_4), percent oxygen (% O_2), and percent carbon dioxide (% CO_2) in on-site building(s), leachate manhole(s), and groundwater monitoring wells on a semi- annual basis (May / June, and October / November 2026).

5. Collect landfill gas samples from MW-27 during both the spring and fall 2026 sampling events. Analyze the gas samples collected for EPA TO-15 and EPA-3C.

6. Collect groundwater samples from the 10 monitoring wells according to the groundwater monitoring plan during both the spring and fall 2026 sampling events.

7. Collect surface water samples (if surface water is present) from the onsite stormwater holding pond during the Spring 2026 sampling event.

8. Collect leachate samples according to the groundwater monitoring plan during both the spring and fall 2026 sampling events.

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

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

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

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

11. Provide a review of MW-27 water elevation in comparison to the cell elevations and the historic maximum leachate level held on Cells 3B-1 through 3B-4.

Timeframe: The timeframe and/or due date as set forth in the permit documentation. Monitoring and sampling are through the end of 2026.

Sub-Consultant Services: Sub-Consultants retained for the 2026 Groundwater Monitoring and Reporting Scope of Work

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

Estimates Costs: Estimated Costs for the 2026 Groundwater / Landfill Gas Monitoring and Reporting Scope of Work

The total estimated fee for the engineering services is $24,000. The Engineer services will be based on the cumulative hours charged during the billing period plus Reimbursable Expenses and Engineer's Consultant's charges. The estimated subcontractor costs for Minnesota Valley Testing Laboratories (MVTL) to perform the sampling and analysis is estimated to be approximately $23,250 and it is expected that MVTL will invoice the City directly for these services.

Attachment 2: 2026 Annual Volume Surveys, Utilization Summary Reporting, and General Permit Reporting Services

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

Services of Engineer:

1. Complete annual site topographic survey of facility including waste disposal and cover soil excavation areas, via aerial survey methods, to develop a comparison surface. The survey information will be used to determine consumed landfill capacity and remaining disposal capacity at the Dickinson Landfill Facility since the previous annual survey. HEI completed an as-built survey of the Cell 3-B5 in 2024 and an annual site survey in October 2025. It is anticipated the 2026 annual survey will be completed in mid to late October 2026 for consistency.

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

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

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

5. Houston Engineering, Inc. has supported the City with miscellaneous requests, correspondence and responses to the NDDEQ in previous years. This task order includes an allotment to provide on-call engineering services in 2026 to support ongoing coordination with the NDDEQ to maintain compliance with the facilities Solid Waste Permit SW-315. HEI will complete activities only as requested and authorized by the City of Dickinson.

Timeframe: The proposed work will be completed by December 31, 2026.

Sub-Consultant Services: N/A.

Estimates Costs: Estimated Costs for the 2026 engineering support services identified in the above Scope of Work

The total estimated fee for services is $20,000. This cost estimate includes an itemized breakdown of services as follows:

- 2026 Annual Waste Utilization Survey, Engineering Analysis and Reporting = $8,500.00
- HEI support of 2026 revisions to the facilities post-closure care & financial test documentation = $3,750.00

- On-call general engineering services (estimated fee) = $7,750.00

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

CITY OF Dickinson North Dakota | Public Works

20 January, 2026

RE: Kone Cranes Annual Contract Renewal

The City of Dickinson's Public Works Department entered into a 3-year agreement with Kone Cranes last year for safety and maintenance inspection services of various cranes and lifts throughout our operation. The text of this agreement requires an annual renewal.

In the first year of the agreement, Kone Cranes faithfully executed their responsibilities and consistently met our standards for quality and communication. The total annual cost of this inspection service is $13,061.

The agreement has been reviewed by the City Attorney, Public Works staff recommends approval and continuation of this service agreement.

Thank you,

Jacob Waldo
Interim Public Works Director

SERVICE AGREEMENT

RENEWAL OFFER

Offer Number: 1-1BDJB649/2

Customer:	City Of Dickinson	**Subject:**	2026 Inspection Renewal Offer Agreement
Address:	3389 Energy Dr Dickinson, North Dakota 58601	**Reference:**	OSHA Crane/Hoist Inspection Program Agreement #1-102038739333
		Konecranes Contact:	Scott Hoener
Contact:	Rachel Shumaker	**Inquiry Date:**	12/24/2025
Phone:	701.456.7873	**Offer Date:**	1/8/2026
Email:	rachel.shumaker@dickinsongov.com	**Offer Valid Until:**	2/6/2026

Dear Rachel Shumaker,

Thank you for considering extending the business with Konecranes. Please find attached the offer.

Best regards,

Scott Hoener

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

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

Offer Number: 1-1BDJB649/2

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

CARE

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

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

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

Deliverables

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

Benefits of yourKONECRANES

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

MAINMAN® ASSESSMENT

Description

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

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

Benefits

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

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

Deliverables

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

ROUTINE MAINTENANCE

Description

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

Benefits

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

Deliverables

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

OSHA FREQUENT COMPLIANCE INSPECTION

Description

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

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

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

Benefits

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

Deliverables

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

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

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

Pricing Summary

Total price is $13,061.00.
Pricing summary details are attached.

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

Delivery Time

At the present time, the estimated start date of this program is 4/1/2026 and the planned end date is 3/31/2027. Subsequent service visits shall be carried out in accordance with the schedule set forth in section “Life Cycle Maintenance Plan Summary” of this offer. The specific timing of service is subject to confirmation by our office at the time of your acceptance.

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

Test Weights and Manlift

Test weight is not required.

Manlift for work will be provided by **Konecranes, Inc.**

Aerial platform including transport and insurance. If you provide an aerial platform yourself, it must be sufficiently clean and inspected in connection with safety. Our staff can therefore refuse the machine with proper substantiation.

Terms of Payment

All payments in 15 Days net from date of invoice.

Invoicing Frequency

Invoicing occurs every service visit month.

Validity of Offer

This offer is valid until 2/6/2026. Please accept this offer by placing your signature at the end of this document and returning it to us.

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

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

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Email: scott.hoener@konecranes.com Business ID . Springfield Ohio 45502-9339. http://www.konecranesusa.com/

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

Thank you

Konecranes, Inc.

_____

Scott Hoener

Tel: 253-620-7063

scott.hoener@konecranes.com

Accepted:

City Of Dickinson

_____

PO number:

_____

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ATTACHMENTS

Product Scope:

CARE

The following are included in the CARE Program:

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

MAINMAN® ASSESSMENT

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

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

Inspected items typically include:

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

NOTE: Inspected components depend on the equipment structure.

The following is not included:

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

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ROUTINE MAINTENANCE

Routine Maintenance typically includes:

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

The following is not included:

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

OSHA FREQUENT COMPLIANCE INSPECTION

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

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

Inspected objects typically include:

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

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

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

The following is not included:

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

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Life Cycle Maintenance Plan Details

#	Asset Details	Service Product	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	00008 - Sewer Collection 1 Monorail system - 1 trolley electric chain hoist 500 Broadway E	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
2	00005- Sewer Collection 1 Monorail system - 1 trolley electric chain hoist 300 5th Street SW 1.5t	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
3	00013 - Sewer Collection 1 Monorail system - 1 trolley electric chain hoist 977 21st Street E	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
4	00018 - Sewer Collection 1 Monorail system - 1 trolley electric chain hoist 1073 Sims	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
5	00015 - Sewer Collection 1 Monorail system - 1 trolley electric chain hoist 1820 Yellowstone Circle 2t	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
6	00016 - Process Building Single girder EOT - 1 trolley chain hoist 10816 38th Street SW	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
7	00017 -Process Building Single girder EOT - 1 trolley wire rope hoist 10816 38th Street SW	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
8	00018 -Reuse Booster Monorail system - 1 trolley electric chain hoist 10816 38th Street SW	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
9	00019 - State Ave Booster Single girder EOT - 1 trolley chain hoist 3052 State Ave N	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
10	00020 - State Ave Booster Single girder EOT - 1 trolley chain hoist 140 6th Ave SE	Routine Maintenance				✓								
		MAINMAN Assessment				✓								

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11	W89 Service Truck Pillar jib crane - special 3411 Public Works Blvd	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
12	FM 2 Service Truck Pillar jib crane - special 3411 Public Works Blvd	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
13	S86 Sign Service Truck Pillar jib crane - special 3411 Public Works Blvd	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
14	00004 Single girder EOT - 1 trolley chain hoist Influent Station 3t	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
15	00014 Monorail system - 1 trolley electric chain hoist Lift 14	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
16	00006 Single girder EOT - 1 trolley chain hoist Lift #12 5t	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
17	00010 Monorail system - 1 trolley electric chain hoist 2486 W Villard St. 5t	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
18	00007 Monorail system - 1 trolley electric chain hoist Lift #12 5t	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
19	00009 Monorail system - 1 trolley electric chain hoist 11470 Hwy 10 2t	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
20	00011 Single girder EOT - 1 trolley chain hoist West Lift Station 5t	Routine Maintenance				✓								
		MAINMAN Assessment				✓								
21	1-Baler Building-Harrington 2 Ton Single girder EOT - 1 trolley chain hoist BALER BUILDING 2t	OSHA Frequent Compliance Inspection	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓
		Routine Maintenance				✓								
		MAINMAN Assessment				✓								

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22	002, Public Works Shop, R&M 5 ton Single girder EOT - 1 trolley chain hoist PUBLIC WORKS SHOP 5t	Routine Maintenance				✓							
		MAINMAN Assessment				✓							
23	003, Weld Shop Bay, R&M 5 ton Single girder EOT - 1 trolley chain hoist PUBLIC WORKS SHOP 5t	Routine Maintenance				✓							
		MAINMAN Assessment				✓							

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Pricing Details

Asset #	Customer Asset Name	Asset Type	Location	Service Product
1-101850611429	00008 - Sewer Collection 1	Monorail system - 1 trolley electric chain hoist	500 Broadway E	Routine Maintenance
1-101850611429	00008 - Sewer Collection 1	Monorail system - 1 trolley electric chain hoist	500 Broadway E	MAINMAN Assessment
1-101850611433	00005- Sewer Collection 1	Monorail system - 1 trolley electric chain hoist	300 5th Street SW	Routine Maintenance
1-101850611433	00005- Sewer Collection 1	Monorail system - 1 trolley electric chain hoist	300 5th Street SW	MAINMAN Assessment
1-101850611437	00013 - Sewer Collection 1	Monorail system - 1 trolley electric chain hoist	977 21st Street E	Routine Maintenance
1-101850611437	00013 - Sewer Collection 1	Monorail system - 1 trolley electric chain hoist	977 21st Street E	MAINMAN Assessment
1-101850611441	00018 - Sewer Collection 1	Monorail system - 1 trolley electric chain hoist	1073 Sims	Routine Maintenance
1-101850611441	00018 - Sewer Collection 1	Monorail system - 1 trolley electric chain hoist	1073 Sims	MAINMAN Assessment
1-101850611445	00015 - Sewer Collection 1	Monorail system - 1 trolley electric chain hoist	1820 Yellowstone Circle	Routine Maintenance
1-101850611445	00015 - Sewer Collection 1	Monorail system - 1 trolley electric chain hoist	1820 Yellowstone Circle	MAINMAN Assessment
1-101850611449	00016 - Process Building	Single girder EOT - 1 trolley chain hoist	10816 38th Street SW	Routine Maintenance
1-101850611449	00016 - Process Building	Single girder EOT - 1 trolley chain hoist	10816 38th Street SW	MAINMAN Assessment
1-101850611467	00017 -Process Building	Single girder EOT - 1 trolley wire rope hoist	10816 38th Street SW	Routine Maintenance
1-101850611467	00017 -Process Building	Single girder EOT - 1 trolley wire rope hoist	10816 38th Street SW	MAINMAN Assessment
1-101850611491	00018 -Reuse Booster	Monorail system - 1 trolley electric chain hoist	10816 38th Street SW	Routine Maintenance
1-101850611491	00018 -Reuse Booster	Monorail system - 1 trolley electric chain hoist	10816 38th Street SW	MAINMAN Assessment
1-101850611495	00019 - State Ave Booster	Single girder EOT - 1 trolley chain hoist	3052 State Ave N	Routine Maintenance

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1-101850611495	00019 - State Ave Booster	Single girder EOT - 1 trolley chain hoist	3052 State Ave N	MAINMAN Assessment
1-101850611499	00020 - State Ave Booster	Single girder EOT - 1 trolley chain hoist	140 6th Ave SE	Routine Maintenance
1-101850611499	00020 - State Ave Booster	Single girder EOT - 1 trolley chain hoist	140 6th Ave SE	MAINMAN Assessment
1-101850611513	W89 Service Truck	Pillar jib crane - special	3411 Public Works Blvd	Routine Maintenance
1-101850611513	W89 Service Truck	Pillar jib crane - special	3411 Public Works Blvd	MAINMAN Assessment
1-101850611517	FM 2 Service Truck	Pillar jib crane - special	3411 Public Works Blvd	Routine Maintenance
1-101850611517	FM 2 Service Truck	Pillar jib crane - special	3411 Public Works Blvd	MAINMAN Assessment
1-101850611581	S86 Sign Service Truck	Pillar jib crane - special	3411 Public Works Blvd	Routine Maintenance
1-101850611581	S86 Sign Service Truck	Pillar jib crane - special	3411 Public Works Blvd	MAINMAN Assessment
1-40116422634	00004	Single girder EOT - 1 trolley chain hoist	Influent Station	Routine Maintenance
1-40116422634	00004	Single girder EOT - 1 trolley chain hoist	Influent Station	MAINMAN Assessment
1-40117815789	00014	Monorail system - 1 trolley electric chain hoist	Lift 14	Routine Maintenance
1-40117815789	00014	Monorail system - 1 trolley electric chain hoist	Lift 14	MAINMAN Assessment
1-40117860884	00006	Single girder EOT - 1 trolley chain hoist	Lift #12	Routine Maintenance
1-40117860884	00006	Single girder EOT - 1 trolley chain hoist	Lift #12	MAINMAN Assessment
1-40120688824	00010	Monorail system - 1 trolley electric chain hoist	2486 W Villard St.	Routine Maintenance
1-40120688824	00010	Monorail system - 1 trolley electric chain hoist	2486 W Villard St.	MAINMAN Assessment
1-40120689470	00007	Monorail system - 1 trolley electric chain hoist	Lift #12	Routine Maintenance
1-40120689470	00007	Monorail system - 1 trolley electric chain hoist	Lift #12	MAINMAN Assessment
1-40120703813	00009	Monorail system - 1 trolley electric chain hoist	11470 Hwy 10	Routine Maintenance
1-40120703813	00009	Monorail system - 1 trolley electric chain hoist	11470 Hwy 10	MAINMAN Assessment
1-40120840031	00011	Single girder EOT - 1 trolley chain hoist	West Lift Station	Routine Maintenance

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1-40120840031	00011	Single girder EOT - 1 trolley chain hoist	West Lift Station	MAINMAN Assessment
MWS821577	1-Baler Building-Harrington 2 Ton	Single girder EOT - 1 trolley chain hoist	BALER BUILDING	OSHA Frequent Compliance Inspection
MWS821577	1-Baler Building-Harrington 2 Ton	Single girder EOT - 1 trolley chain hoist	BALER BUILDING	Routine Maintenance
MWS821577	1-Baler Building-Harrington 2 Ton	Single girder EOT - 1 trolley chain hoist	BALER BUILDING	MAINMAN Assessment
MWS825084	002, Public Works Shop, R&M 5 ton	Single girder EOT - 1 trolley chain hoist	PUBLIC WORKS SHOP	Routine Maintenance
MWS825084	002, Public Works Shop, R&M 5 ton	Single girder EOT - 1 trolley chain hoist	PUBLIC WORKS SHOP	MAINMAN Assessment
MWS825086	003, Weld Shop Bay, R&M 5 ton	Single girder EOT - 1 trolley chain hoist	PUBLIC WORKS SHOP	Routine Maintenance
MWS825086	003, Weld Shop Bay, R&M 5 ton	Single girder EOT - 1 trolley chain hoist	PUBLIC WORKS SHOP	MAINMAN Assessment
			Total Price:	**$13,061.00**

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STANDARD TERMS AND CONDITIONS OF SALE (DIRECT)

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

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

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

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

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

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

7. DELIVERY TERMS AND DELAYS.

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

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

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

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

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

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

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

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

9. WARRANTIES.

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

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

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SERVICE AGREEMENT
RENEWAL OFFER

Offer Number: 1-1BDJB649/2

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the specific Agreement between Owner and Engineer, and the controlling Laws and Regulations.

EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition, is published in four parts: (1) the Main Agreement (general provisions governing all Task Orders)(see below); (2) the Exhibits to Main Agreement; (3) the Task Order Form; and (4) the Exhibits to Task Order. The Main Agreement contains a Guidelines for Use section that pertains to all four parts of E-505.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES— TASK ORDER EDITION

MAIN AGREEMENT

Prepared by

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PART 1 OF 4: MAIN AGREEMENT

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES—TASK ORDER EDITION

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES—TASK ORDER EDITION

MAIN AGREEMENT

This Main Agreement effective as of **January 20, 2026** is a part of the Agreement between **City of Dickinson, ND** (Owner) and **Highlands Engineering & Surveying, PLLC** (Engineer). Other terms used in the Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Main Agreement sets forth the general terms and conditions that apply to all duly executed Task Orders.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 General

A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project, or for a portion of a Specific Project.

B. The Main Agreement is not a commitment by Owner to issue any Task Orders.

C. Engineer will not be obligated to perform any prospective Task Order unless and until (1) Owner and Engineer agree to the particulars of the assignment, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters, and include such particulars in the Task Order, and (2) Owner and Engineer both sign the Task Order.

D. Each duly executed Task Order will be subject to the terms and conditions of (a) this Main Agreement; (b) the Main Agreement's exhibits; (c) any executed written amendments of the Main Agreement (see Exhibit C); (d) the specific Task Order itself; (e) the specific Task Order's exhibits; and (f) any amendments or modifications of the specific Task Order.

1.02 Task Order Procedure

A. The general recommended format of a Task Order is presented in the accompanying Task Order Form. Commonly-used Task Order exhibits are presented in the accompanying Exhibits to Task Order document.

B. Each specific Task Order will indicate:

1. Project Background Data;
2. Specific services to be performed by Engineer ("Scope"), including key deliverables;
3. Additions or Modifications to Owner's Responsibilities;
4. Task Order Schedule;

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5. Engineer's Compensation for Task Order; and

6. Primary Subconsultants, if any.

C. With respect to the Engineer's scope of services under a specific Task Order, each specific Task Order will either (1) be accompanied by and incorporate an Exhibit A, "Engineer's Services Under Task Order," and Exhibit B, "Deliverables Schedule," prepared for the specific Task Order, or (2) state a customized scope of services and deliverables schedule in the Task Order document itself or in an attachment.

D. Upon signature of the Task Order by both parties (but no earlier than the Effective Date of the specific Task Order), Engineer will commence performance and furnish, or cause to be furnished, the services authorized by the Task Order.

E. Task Orders may be amended as set forth in Paragraph 8.05.B of this Main Agreement.

1.03 Management of Engineering Services

A. All phases of Engineer's services under each Task Order will include management of Engineer's Specific Project responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.

1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:

a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in Exhibit B to Task Order.

b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.

c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.

2. Develop and submit detailed work plans from Exhibit A to Task Order tasks.

3. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.

4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Specific Project that may affect, or be affected by, Engineer's services or resulting construction.

5. Prepare and submit periodic engineering services progress reports to the Owner. Include a summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.

6. Special Invoicing: In addition to, or as a substitute for, Engineer's standard invoicing, for each invoice provide the specified additional information or documentation, following the invoicing procedures indicated: Not Applicable.

7. Conduct ongoing management tasks, including:

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a. Maintaining communications records and files pertaining to or arising from Engineer's services;

b. With respect to Engineer's services and other directly relevant parts of the Specific Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and

c. Preparing agendas prior to and minutes following all Engineer-led meetings.

B. Unless a different standard is expressly set forth in a specific Task Order, in all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with Engineer's CAD standards, using AutoCad Civil 3D software.

C. The source documents for the draft and final Specifications in all phases of Engineer's services will be Owner's standard specifications, unless a different source document is expressly identified in the specific Task Order.

1.04 Sequencing and Coordination

A. For each Task Order, the Work to be designed or specified by Engineer, upon which the Engineer's scope has been established, will be performed or furnished under one prime Construction Contract, unless specified otherwise in the Task Order.

B. If the Work designed or specified by Engineer under a specific Task Order is to be performed or furnished under more than one prime Construction Contract, or if Engineer's services are to be separately sequenced with the work of one or more of Owner's consultants or contractors (such as in the case of fast-tracking), then:

1. the Task Order's Deliverables Schedule will account for the need to sequence and properly coordinate Engineer's services as applicable to the Work under the Construction Contracts; or

2. If the Task Order does not address such sequencing and coordination, then Owner and Engineer will jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order, whether the work under such contracts is to proceed concurrently or sequentially.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Application of Owner's Responsibilities

A. The responsibilities of Owner set forth in Article 2 apply to each Specific Project and each specific Task Order. Supplemental responsibilities of Owner applicable only to a specific Task Order may be stated in the specific Task Order.

2.02 Project Information

A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of the Specific Project, including Owner's:

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1. design objectives and constraints;
2. space, capacity, and performance requirements;
3. flexibility and expandability needs;
4. design and construction standards;
5. budgetary limitations; and
6. any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

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

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Surveys, Mapping, and Utility Documentation.
4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
7. Data or consultations as required for the specific Task Order but not otherwise identified in this Agreement.

C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

D. If a specific Task Order requires Engineer to assist Owner in collating the various cost categories that comprise Total Project Costs, Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice).

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E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications prepared or furnished under a Task Order will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.

F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A to Task Order.

G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Specific Project.

2.03 Owner's Instructions Regarding Bidding and Construction Contract Documents

A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:

1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in draft Construction Contract Documents;

2. insurance and bonding requirements;

3. protocols for electronic transmittals during bidding and construction;

4. Owner's safety and security programs applicable to Contractor and other Constructors;

5. diversity and other social responsibility requirements;

6. bidding and contract requirements of funding, financing, or regulatory entities;

7. other specific conditions applicable to the procurement of construction or contract documents;

8. any other information necessary for Engineer to assist Owner in preparing, for each Specific Project, bidding-related documents (or requests for proposals or other construction procurement documents) and Construction Contract Documents.

B. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise) and other engineering or technical matters.

1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. Owner shall place and pay for advertisements for Bids in appropriate publications.

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2.04 Owner-Furnished Services

A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for each Specific Project:

1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.

3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.

B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for each Specific Project.

D. With respect to the portions or phases of each Specific Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:

1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and

2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Specific Project.

E. Owner may delegate to a Contractor or others the responsibilities set forth in Paragraphs 2.04.C and D.

2.05 Owner's General Responsibilities

A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement and under each Task Order.

B. Owner will provide Engineer with Owner's budget for each Specific Project, including type and source of funding to be used and will promptly inform Engineer if the budget or funding sources change.

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C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement and under each Task Order.

D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement and under each Task Order.

E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.

F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement or any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement or any Task Order, subject to any express limitations or reservations applicable to the furnished items.

G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to a Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, then Owner shall define and set forth, in an exhibit to the governing Task Order, the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

J. Owner shall:

1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.

a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.

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b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.

3. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of each Task Order, as required.

4. Perform or provide the following:

a. All other Owner responsibilities expressly identified in any Task Order, not otherwise set forth in this Agreement.

2.06 Payment

A. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4.

ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES

3.01 Term

A. This Agreement will be effective and applicable to Task Orders issued hereunder for **five (5)** years from the Effective Date of the Agreement.

B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 Commencement

A. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

3.03 Time for Completion

A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order.

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

C. If Owner authorizes changes in the scope, extent, or character of a Specific Project, or of Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

D. If the Contract Times to complete the Work under a Construction Contract are extended beyond the period stated in the governing Task Order, Owner will pay Engineer for the additional services during the extension based on the Standard Hourly Rates Method of Payment.

E. If Engineer fails, for reasons within the control of Engineer, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

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ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices; the terms of any progress reporting and special invoicing requirements in Paragraph 1.03, or as otherwise required in Exhibit A to the Task Order; and with the applicable terms of Appendix 1 to Main Agreement, Reimbursable Expenses Schedule, and Appendix 2 to Main Agreement, Standard Hourly Rates Schedule. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.

B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion, subject to the terms of Article 4. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.

C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and

2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.

D. Sales or Use Taxes: If after the Effective Date of a Task Order any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of this Main Agreement and the specific Task Order.

4.03 Basis of Compensation

A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services must be identified in each specific Task Order (Task Order Form, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.

B. The three following bases of compensation are used for services under Task Orders, as identified in each specific Task Order:

1. Lump Sum (plus any expenses expressly eligible for reimbursement)

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2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)

3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

C. The terms and conditions applicable to each of the three compensation methods are set forth in Paragraph 4.04.

4.04 Explanation of Compensation Methods

A. Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.

2. The Lump Sum will include compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Engineer's Subcontractor and Subconsultant charges.

3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges):

a. To be identified in each specific Task Order, as applicable.

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services completed during the billing period to the Lump Sum.

B. Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph 4.05 below, and Appendix 1.

2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Agreement as Appendices 1 and 2.

4. The total estimated compensation for the specified category of services will be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).

5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus

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reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).

6. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C. Direct Labor Costs Times a Factor

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of (TBD with each specific Task Order, as applicable) for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph 4.05 below, and Appendix 1.

2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.

3. The total estimated compensation for the specified category of services must be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).

4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).

5. The Reimbursable Expenses Schedule, Direct Labor Costs, and the factor applied to Direct Labor Costs will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

4.05 Reimbursable Expenses

A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount includes the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Engineer's Subcontractor and Subconsultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in Paragraph 4.04.A.3 above.

B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order:

1. Transportation (including mileage), lodging, and subsistence incidental thereto;

2. Providing and maintaining field office facilities including furnishings and utilities;

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3. ~~Toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items;~~

4. Consultant charges; and

5. Other expenses identified in Appendix 1.

C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods must be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.

D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of **1.0.**

E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges will be the amount billed by such Consultants to Engineer times a factor of **1.15**

F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

4.06 Other Provisions Concerning Payment

A. Estimated Compensation Amounts

1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination for Owner's convenience of Engineer's services under the Task Order. Upon notice, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services under the Task Order for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer will be paid for all services rendered.

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ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

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

D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Compliance with Laws and Regulations, and Policies and Procedures

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in

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Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date of the Task Order to Laws and Regulations,

   b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures, and

   c. changes after the Effective Date of the Task Order to Owner-provided written policies or procedures.

F. General Conditions of Construction Contract: The general conditions for any construction contract documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in this Agreement.

G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under a specific Task Order, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.

H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence the Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.

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

J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.

L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

M. Engineer's services do not include providing legal advice or representation.

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N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Specific Project is completed.

1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project.

2. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

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

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

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

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

B. ~~If Engineer, at Owner's request, verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.~~

C. ~~Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to~~

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~~payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.~~

D. ~~Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.~~

6.03 Electronic Transmittals

A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, all correspondence, Documents, text, data, drawings, information, and graphics related to each Specific Project, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).

1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP or in a specific Task Order.

2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.

B. If this Agreement does not include Exhibit F, or a specific Task Order expressly excludes the application of Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.

C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.

D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G.

B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:

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1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
4. not seek contribution from insurance maintained by the additional insured.

C. Owner shall procure and maintain insurance as set forth in Exhibit G.

D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.

E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation made available for review under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.

F. All construction contracts entered into by Owner with respect to a Specific Project must require builder's risk or similar property insurance.

G. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

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H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so, requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services under a specific Task Order for up to 90 days upon 7 days' written notice to Engineer.

2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under a Task Order:

a. if Owner has failed to pay Engineer for invoiced services and expenses under that Task Order, as set forth in Paragraphs 4.02.B and 4.02.C;

b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or

c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under the Task Order.

3. A suspension under a specific Task Order, whether by Owner or Engineer, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. Termination for Cause—Task Order

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

a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

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2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate a Task Order for cause upon 7 days' written notice:

    a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

    b. if the Engineer's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or

    c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.

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

C. Termination for Cause—Main Agreement: In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon 7 days' notice Engineer may terminate this Main Agreement and all Task Orders.

D. Termination for Convenience by Owner: Owner may terminate a Task Order or this Main Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.

E. Effective Date of Termination: If Owner terminates the Main Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. Engineer shall be entitled to compensation for such tasks.

F. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services that have been performed or furnished in accordance with this Main Agreement and the specific Task Order, and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.

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

2. If Owner has terminated the Main Agreement for convenience, or if Engineer has terminated a Task Order for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other

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related close-out costs, using methods and rates for Additional Services as set forth in this Main Agreement.

6.06 Successors, Assigns, and Beneficiaries

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Main Agreement and any Task Order issued under this Main Agreement.

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

C. Unless expressly provided otherwise in this Main Agreement:

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

2. Nothing in this Main Agreement or in any Task Order will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in all Construction Contracts associated with this Main Agreement and its Task Orders.

6.07 Dispute Resolution

A. Should any disputes arise regarding the Main Agreement or any Task Order, the parties shall be entitled to pursue any remedies available to them under North Dakota Law.

B. ~~Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.~~

C. ~~Mediation: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Main Agreement or any Task Order hereunder, or to any breach of this Main Agreement or any Task Order ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.~~

D. ~~If the parties fail to resolve a dispute through mediation under Paragraph 6.07.B, then either or both may invoke the applicable dispute resolution procedures of Exhibit H. If Exhibit H is not included, or if no applicable dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.~~

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6.08 Controlling Law; Venue

A. This Main Agreement and all Task Orders (unless expressly stated otherwise) are to be governed by the Laws and Regulations of the state in which the principal office of the Owner is located: North Dakota.

B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of Owner's principal office; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which Owner's principal office is located.

6.09 Environmental Condition of Site

A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order), Owner represents to Engineer that, as of the Effective Date of the Task Order, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. Undisclosed Constituents of Concern. For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.

1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.

2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.

3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.

C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that for all Task Orders the Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Specific Project adversely affected

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thereby until such portion of the Specific Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

E. If the presence at a Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under a specific Task Order, then:

1. if the adverse effects do not preclude Engineer from completing its Specific Project services in general accordance with the Task Order on unaffected or marginally affected portions of the Specific Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Task Order will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or

2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its Specific Project services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate the Task Order for cause on 7 days' written notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, ~~but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors.~~ This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

B. Environmental Indemnification: <u>Only to the extent permitted under North Dakota law</u>, ~~To the fullest extent permitted by Laws and Regulations,~~ Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under a Site, provided that:

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1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and

2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

C. ~~No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.~~

D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

A. Notices: Any notice required under this Main Agreement or a Task Order will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All notices must be effective upon the date of receipt.

B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Main Agreement or in a Task Order will survive completion or termination for any reason.

C. Severability: Any provision or part of the Main Agreement or any Task Order held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.

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D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Main Agreement and any Task Order will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Specific Project is not completed, then no later than the date of Owner's last payment to Engineer under the applicable Task Order.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (as defined herein), terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of a specific Task Order.

3. Agreement—This written contract for professional services between Owner and Engineer, including the Main Agreement, all exhibits and appendices to the Main Agreement identified in Paragraphs 8.01 and 8.02, all duly executed amendments, and all Task Orders, including all exhibits and duly executed amendments to such Task Orders.

   a. Main Agreement—See definition at Paragraph 7.01.A.28 below.

4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of a specific Task Order.

6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.

7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

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8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

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

10. Construction Contract—The entire and integrated written contract between the Owner and Contractor concerning the Work.

11. Construction Contract Documents—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract. See also definition of "Front-End Construction Contract Documents" below.

12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

14. Construction Cost—The cost to Owner of the construction of those portions of a Specific Project designed or specified by or for Engineer under a Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to a Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

16. Contractor—The entity or individual with which Owner enters into a Construction Contract.

17. Documents—All documents expressly identified as deliverables in this Main Agreement or in any Task Order, whether in printed or Electronic Document form, required to be provided or furnished by Engineer to Owner. Such specifically required deliverables may

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include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.

18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. Effective Date of the Main Agreement—The date indicated in this Main Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Main Agreement is signed and delivered by the last of the two parties to sign and deliver.

20. Effective Date of the Task Order—The date indicated in a specific Task Order on which the Task Order becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.

21. Electronic Document—Any Specific Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

22. Electronic Means—Electronic mail (email), upload/download from a secure Specific Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

23. Engineer—The individual or entity named as such in this Main Agreement.

24. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to a Specific Project as an independent contractor.

25. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

26. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.

27. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

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28. Main Agreement—The portion of the Agreement containing the general terms and conditions of the contract between Owner and Engineer, applicable to all Task Orders, including but not limited to provisions regarding task order procedures, Owner responsibilities, invoice and payment procedures, standard of care, ownership of documents, suspension and termination, and definitions.

29. Owner—The individual or entity named as such in this Main Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.

30. Record Drawings—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

31. Resident Project Representative—As authorized by a specific Task Order, the representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR (if any) will be as set forth in each Task Order.

32. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

33. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

34. Site—Lands or areas to be indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

35. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

36. Specific Project—A specifically identified and defined total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.

37. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to a Specific Project as an independent contractor.

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38. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

39. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

40. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

42. Task Order—A document executed under this Main Agreement by Owner and Engineer (including incorporated exhibits and amendments if any), stating the scope of services, Engineer's compensation, times for performance of services, and other relevant information.

43. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.

44. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light,

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heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

45. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

46. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND APPENDICES TO MAIN AGREEMENT; TASK ORDER FORM; EXHIBITS TO TASK ORDER; SPECIAL PROVISIONS

8.01 Exhibits to Main Agreement

The following exhibits are incorporated by reference and included as part of this Main Agreement, and as such are applicable to all Task Orders:

A. Reserved.

B. Reserved.

C. Exhibit C, Amendment to Main Agreement (form).

D. Reserved.

E. Reserved.

F. Exhibit F, Electronic Documents Protocol (EDP).

G. Exhibit G, Insurance.

H. Reserved

I. Exhibit I, Limitations of Liability.

8.02 Appendices to Main Agreement

A. The following appendices are incorporated by reference and made a part of this Main Agreement:

1. Appendix 1—Reimbursable Expenses Schedule

2. Appendix 2—Standard Hourly Rates Schedule

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8.03 Resource Documents: Task Order Form and Exhibits to Task Order

A. The parties acknowledge the accompanying documents, “Part 3 of 4: Task Order Form” and “Exhibits to Task Order.” These documents are a resource for the parties’ use when a specific Task Order is issued. To the extent practical and applicable to a Specific Project, the parties will use the Task Order Form and Exhibits to Task Order as the basis for preparing the specific Task Order and its exhibits. The Task Order Form and Exhibits to Task Order are not a part of this Main Agreement or binding on the parties except to the extent they serve as the basis for a duly executed Task Order and its exhibits.

8.04 Executed Task Orders and Their Exhibits

A. When a specific Task Order is duly executed by Owner and Engineer, the Task Order and its exhibits become an integral part of the Agreement, governed by the Main Agreement and its exhibits.

8.05 Total Agreement; Amendments to Main Agreement and Task Orders

A. This Agreement (as defined herein) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings.

B. Amendments:

1. This Main Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Such written instruments should be based whenever possible on the format of Exhibit C to this Main Agreement.

2. Amendments and modifications to a Task Order may be made by execution of a new, expressly related Task Order, or by execution of a written amendment to the Task Order.

3. Nothing in any Task Order will be construed as revising or modifying the terms and conditions of the Main Agreement or its exhibits, except as expressly stated in such Task Order.

8.06 Designated Representatives

A. With the execution of this Main Agreement, Engineer and Owner shall each designate a specific individual to act as representative under the Main Agreement. Such an individual must have authority to execute Task Orders, transmit instructions, receive information, and render decisions with respect to this Main Agreement, on behalf of the party that the individual represents.

B. With the execution of each Task Order, Engineer and Owner shall each designate a specific individual to act as representative with respect to the Task Order. Such individual must have authority to transmit instructions, receive information, and render decisions with respect to the specific Task Order, on behalf of the party that the individual represents.

8.07 Engineer's Certifications

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.07:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

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2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.08 Conflict of Interest

A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.

B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:

1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

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This Main Agreement's Effective Date is **January 20, 2026**.

Owner:	Engineer:
City of Dickinson, ND	Highlands Engineering & Surveying, PLLC
(name of organization)	(name of organization)
By: _____	By: _____
(individual's signature)	(individual's signature)
Date: _____	Date: _____
(date signed)	(date signed)
Name: _____	Name: KC Homiston, PE/LS
(typed or printed)	(typed or printed)
Title: _____	Title: Principal
(typed or printed)	(typed or printed)
Attest: _____	
(individual's signature)	
Title: _____	
(typed or printed)	
Address for giving notices:	Address for giving notices:
38 1st Street W	319 24th Street East
Dickinson, ND 58601	Dickinson, ND 58601
Designated Representative:	Designated Representative:
Name: Joshua Skluzacek	Name: Andrew Schrank, PE, CFM
(typed or printed)	(typed or printed)
Title: Community Development Director	Title: Project Manager / Principal
(typed or printed)	(typed or printed)
Phone: 701-456-7744	Phone: 701-483-2444
Email: Joshua.skluzacek@dickinsongov.com	Email: schrank@highlandseng.com

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PART 2 OF 4: EXHIBITS TO MAIN AGREEMENT

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EXHIBIT A—RESERVED

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EXHIBIT B—RESERVED

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EXHIBIT C—AMENDMENT TO MAIN AGREEMENT

AMENDMENT TO MAIN AGREEMENT

Amendment No. **[Enter Amendment Number]**

Owner: **City of Dickinson, ND**
Engineer: **Highlands Engineering & Surveying, PLLC**
Effective Date of Agreement: **January 20, 2026**
Nature of Amendment: (Check those that apply)

☐ Modifications to responsibilities of Owner
☐ Modifications of payment to Engineer
☐ Modifications to term of Main Agreement
☐ Modifications to other terms and conditions of the Main Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.]

Owner and Engineer hereby agree to modify the above-referenced Main Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner	Engineer
City of Dickinson, ND	Highlands Engineering & Surveying, PLLC
(typed or printed name of organization)	(typed or printed name of organization)
By: _____	By: _____
(individual's signature)	(individual's signature)
Date: _____	Date: _____
(date signed)	(date signed)
Name: _____	Name: _____
(typed or printed)	(typed or printed)
Title: _____	Title: _____
(typed or printed)	(typed or printed)

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EXHIBIT D—RESERVED

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EXHIBIT E—RESERVED

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EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

Paragraph 6.03 of the Main Agreement is supplemented by the following Exhibit F Paragraph 1.01 and Exhibit F—Attachment 1: Software Requirements for Electronic Document Exchange:

1.01 Electronic Documents Protocol

A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals. References to “Project” will mean the Specific Project, or the facilities program or other combination of projects undertaken with Engineer’s involvement, as the case may be.

1. Basic Requirements

a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.

b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.

c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.

d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with Owner, Engineer, or any Contractor or other entity directly contracted with the Owner to furnish Project-related services. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the Owner or Engineer.

e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any

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applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or (3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.

2. System Infrastructure for Electronic Document Exchange

   a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.

      1) The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP is **4** MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.

      2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

   b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

   c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

   d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its costs associated with the revisions to the EDP, delayed adoption of this exhibit, or implementation of other Electronic Documents protocols.

   e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless

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this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the Parties may rely for document archiving during the specified term of operation of such project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.

f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.

g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

B. Software Requirements for Electronic Document Exchange; Limitations

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.

a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

C. Format and Distribution of Deliverables

1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to Owner. Exhibit A of each specific Task Order identifies various Documents that Engineer is required to deliver to Owner as part of Engineer's services; Exhibit B of each specific Task Order is a schedule of such Documents. Engineer will transmit such Documents to Owner in the formats identified in Attachment 1 to this Protocol. If no specific format is identified for a deliverable Document, the format will be Portable Document Format (PDF).

2. If a Document will be distributed to third parties, such as prospective bidders and contractors, reviewing agencies, or lenders, the transmittal format for distribution will

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be as identified in Attachment 1 to this Protocol; provided, however, that if a format for distribution of a specific Document is expressly stated in a specific Exhibit A, then the Exhibit A format will take precedence. If no specific format is identified for distribution of a deliverable Document to third parties, the format will be Portable Document Format (PDF).

a. If a format for Document distribution other than Portable Document Format (PDF) is specified, Owner shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:

   1) The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely, and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third party's application, or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.

   2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or Owner arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.

   3) The third party shall indemnify and hold harmless Owner, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.

   4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction Contract Documents and any specific instructions or conditions established by Owner.

b. If Engineer is required to assist or participate in obtaining such releases from third parties, such services will be categorized as Additional Services.

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D. Requests by Project-Related Parties for Electronic Documents in Other Formats

1. Owner may release (or direct Engineer to release) an Electronic Document version of a Document prepared by or for Engineer, including but not limited to a deliverable Document as set forth in Exhibit F Paragraph 1.01.C, in a format other than those identified in Exhibit F Paragraph 1.01.B or 1.01.C of the Electronic Documents Protocol, or elsewhere in the Agreement, only if (a) a Contractor or other Project-related party (Requesting Party) makes a good faith request for such release, (b) Owner determines in its sole discretion that such release is prudent and will be beneficial to the Project, and (c) Owner obtains Requesting Party's written consent to the four conditions set forth in Exhibit F Paragraph 1.01.C.2.a.1-4 above.

2. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under this Exhibit F Paragraph 1.01.D are Additional Services. Such services may include but are not limited to preparing the data in a manner deemed appropriate by Engineer. Owner may require reimbursement from the Requesting Party for the cost of such Additional Services, but compensation by Owner to Engineer for the Additional Services is not contingent upon Owner obtaining reimbursement from the Requesting Party.

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EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Not Applicable

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EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Main Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

A. In accordance with Paragraph 6.04.A of the Main Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	$500,000
Each employee	$500,000
Policy limit	$
Commercial General Liability	
General Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	$
Each Accident	$
Property Damage	
Each Accident	$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000
Excess or Umbrella Liability	
Each Occurrence	$1,000,000
General Aggregate	$1,000,000
Professional Liability	
Each Claim	$3,000,000
Annual Aggregate	$3,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	$
General Aggregate	$
Other Insurance [Specify]	
Each Claim	$
General Aggregate	$

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B. In accordance with Paragraph 6.04.C of the Main Agreement, the insurance that Owner must procure and maintain, and the policy limits of such insurance, are as follows:

(If left blank, minimum amounts required by law shall be used)

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	$500,000
Each employee$	$500,000
Policy limit	$500,000
Commercial General Liability	
General Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	$
Each Accident	$
Property Damage	
Each Accident	$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000
Excess or Umbrella Liability	
Each Occurrence	$1,000,000
General Aggregate	$1,000,000
Professional Liability	
Each Occurrence	$2,000,000
Annual Aggregate	$2,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	$
General Aggregate	$
Other Insurance [Specify]	
Each Claim	$
General Aggregate	$

1.02 Additional Insureds

A. Owner shall cause Engineer, its Subconsultants, and its Engineer's Subcontractors to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project. The following individuals or entities are to be listed on Owner's general liability policies of insurance (and on Contractor's policies required under Paragraph 6.04.D of the Main Agreement) as additional insureds:

Name of Additional Insured	Address
Highlands Engineering & Surveying, PLLC	**319 24th St E, Dickinson, ND 58601**

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B. During the term of this Main Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.

C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.

D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

E. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

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EXHIBIT H—DISPUTE RESOLUTION - RESERVED

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EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph(s) 1.01, Mutual Indemnification; and 1.02, Limitation of Engineer's Liability

1.01 Mutual Indemnification

A. Indemnification by Owner: Only to the extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

1.02 Limitation of Engineer's Liability

A. Engineer's Liability Limited to Amount of Insurance Proceeds: Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors (hereafter "Owner's Claims"), will be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to the Engineer's insurers or in settlement or satisfaction, in whole or in part, of Owner's Claims, and (2) total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's applicable insurance policies up to the amount of insurance required under this Agreement.
   1. Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal.
   2. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors, to Owner and anyone claiming by, through, or under Owner, for any and all such uninsured Owner's Claims will not exceed **$500,000**.

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APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses are subject to review and adjustment on an annual basis. Rates and charges for Reimbursable Expenses as of the Effective Date of the Main Agreement are:

TRAVEL EXPENSES

Description	Reimbursable Rate
Hotel / Lodging Expenses	at cost

FIELD TESTING RATES

(Standard Hourly Rates for Testing Time Apply in Addition to Per Test Rates)

Field Density Testing	Reimbursable Rate
Rubber Balloon / Sand Cone	$ 55.00/test
Nuclear Density Gauge	$ 80.00/day
Dynamic Cone Penetration (DCP)	$ 15.00/test

Pavement Coring	Reimbursable Rate
Coring (4” dia.) of Concrete or Asphalt Surfacing	$ 20.00/test

LAB TESTING RATES

(Standard Hourly Rates for Testing Time Do Not Apply)

Soils & Aggregates	Reimbursable Rate
Moisture Density Relationship of Soils (Proctors)	
ASTM: D698 (Standard)	$ 215.00/test
ASTM: D1557 (Modified)	$ 230.00/test
Mechanical Sieve Analysis thru #200 Sieve (with fines wash)	$ 170.00/test
Mechanical Sieve Analysis & Atterberg Limits	$ 245.00/test

Pavement Coring	Reimbursable Rate
Curing, Testing, and Reporting Concrete Cylinder Strength	$ 35.00/cylinder
Hold Cylinders, Not Tested	$ 15.00/cylinder

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APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in the Agreement and the governing Task Order.

3. The Standard Hourly Rates are subject to annual adjustment.

B. Schedule: Hourly rates for services performed on or after the date of the Agreement are:

ADMINISTRATION	
Description	**Hourly Rate**
Principal	$ 225/hour
Senior Project Manager	$ 220/hour
Project Manager	$ 198/hour

ENGINEERING	
Description	**Hourly Rate**
Engineer VIII	$ 220/hour
Engineer VII	$ 209/hour
Engineer VI	$ 198/hour
Engineer V	$ 182/hour
Engineer IV	$ 164/hour
Engineer III	$ 127/hour
Engineer II	$ 100/hour
Engineer I	$ 87/hour

SURVEYING	
Description	**Description**
Survey Manager	$ 179/hour
Two-Person Field Survey Crew	$ 308/hour
One-Person Field Survey Crew	$ 173/hour

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PART 3 OF 4: TASK ORDER FORM

TASK ORDER NO. [___]

This is Task Order No. **[_____]**, consisting of 4 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:	
b.	Owner:	City of Dickinson, ND
c.	Engineer:	Highlands Engineering & Surveying, PLLC
d.	Specific Project (title)	
e.	Specific Project (description):	
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	

EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition.
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2. BASELINE INFORMATION

Baseline Information. Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Specific Project Title: _____

Type and Size of Facility: _____

Description of Improvements: _____

Expected Construction Start: _____

Prior Studies, Reports, Plans: _____

Facility Location(s): _____

Current Specific Project Budget: _____

Funding Sources: _____

Known Design Standards: _____

Known Specific Project Limitations: _____

Specific Project Assumptions: _____

Other Pertinent Information: _____

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3. SERVICES OF ENGINEER ("SCOPE")

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

[Select one of the following options and delete the others.]

☐ Exhibit A to Task Order, "Engineer's Services for Task Order," as attached to this specific Task Order. **[Attach a scope of services exhibit labeled "Exhibit A." This exhibit will often be based on E-505's published Exhibit A to Task Order, as modified for the specific Task Order; or at the user's option the exhibit may consist of an attached custom-drafted scope of services, or a scope of services set out in a separate document such as a letter or proposal.]**

[or]

☐ as follows: **[Directly insert customized scope of services here.]**

B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.

C. Resident Project Representative (RPR) Services:

1. If the Scope established in Paragraph 2.A above includes RPR services, then Exhibit D to Task Order is expressly incorporated in this Task Order by reference.

D. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, **[if more clarity is needed, identify specific situations qualifying as additional effort, such as those described in Exhibit A to Task Order, Paragraph 2.01]** are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

4. DELIVERABLES SCHEDULE

A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with Exhibit B to Task Order, attached to this specific Task Order.

5. ADDITIONS TO OWNER'S RESPONSIBILITIES

A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order: **[State any supplementary Owner responsibilities applicable to this Task Order here.]**

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6. TASK ORDER SCHEDULE

A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: **[Indicate "Not Applicable" if the schedule in Exhibit B, as modified for the specific Task Order, is sufficient.]**

Date	Action / Milestone	Comment

7. ENGINEER'S COMPENSATION

A. The terms of payment are set forth in Article 4 of the Main Agreement.

B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Article 1 of Exhibit A)	$[ ]	[ ]
a. Management of Engineering Services (§1.01)	$[ ]	[ ]
b. Study and Report Phase (§1.02)	$[ ]	[ ]
c. Preliminary Design Phase (§1.03)	$[ ]	[ ]
d. Final Design Phase (§1.04)	$[ ]	[ ]
e. Bidding/Proposal Phase (§1.05)	$[ ]	[ ]
f. Construction Phase (§1.06)*	$[ ]	[ ]
g. Post-Construction Phase (§1.07)	$[ ]	[ ]
h. Other Services	$[ ]	[ ]
TOTAL COMPENSATION (Lines 1.a.-h.)	$[ ]	
2. Additional Services under Section 2.D above	(N/A)	[ ]

*Based on a **[TBD]**-month continuous construction period.

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C. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

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

A. **[Identify primary Subconsultants]**

9. EXHIBITS AND ATTACHMENTS:

A. Exhibit A to Task Order—Engineer's Services Under Task Order

B. Exhibit B to Task Order—Task Order Deliverables Schedule

C. Exhibit D to Task Order—Duties, Responsibilities, and Limitations of Authority of Resident Project Representative Under Task Order

D. Exhibit E to Task Order-EJCDC® C-626, Notice of Acceptability of Work (Form)

E. Other:

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Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

The Effective Date of this Task Order is **[ ]**

OWNER: City of Dickinson, ND

By: _____

Print Name: _____

Title: _____

Date: _____

ENGINEER: Highlands Engineering & Surveying, PLLC

By: _____

Print Name: _____

Title: _____

Date: _____

Engineer's License or Firm's Certificate No. (if required): COCP #805

State of: North Dakota

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail : _____

Phone: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail: _____

Phone: _____

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PART 4 OF 4: EXHIBITS TO TASK ORDER

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EXHIBIT A – ENGINEER'S SERVICES UNDER TASK ORDER

EXHIBIT B – TASK ORDER DELIVERABLES SCHEDULE

EXHIBIT C – RESERVED

EXHIBIT D – DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE UNDER TASK ORDER

EXHIBIT E – EJCDC© C-626, NOTICE OF ACCEPTABILITY OF WORK (FORM)

EXHIBIT F – RESERVED

EXHIBIT G – RESERVED

EXHIBIT H – RESERVED

EXHIBIT I – RESERVED

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EXHIBIT A—ENGINEER'S SERVICES UNDER TASK ORDER

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1.07 Post-Construction Phase 20
Article 2— ADDITIONAL SERVICES 21
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2.02 Additional Services Requiring Owner's Written Authorization 22

Article 1 of the Main Agreement, Services of Engineer, is supplemented to include the following provisions:

Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE 1—BASIC SERVICES

1.01 Management of Engineering Services

A. See Main Agreement, Paragraph 1.03.

1.02 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of the Owner-identified potential solutions listed here:

1) **[List the specific potential solutions to be studied and evaluated here]**.

b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.

c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify **[insert specific number]** alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.

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2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Assess initially available Specific Project information and data, including the Baseline Information set forth at the beginning of this Exhibit A.
6. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related information and data, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
7. After consultation with Owner, recommend the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.
8. Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Specific Project to be designed or specified by Engineer, including but not limited to impacts and mitigating measures identified in previously prepared environmental assessments for the Specific Project provided to the Engineer or being concurrently prepared for Owner by others.
9. Advise the Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement, for use in Specific Project design, or in preparation for Contractor selection and construction.
10. Assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface conditions at the Site; innovative design, contracting, or procurement strategies; project delivery method; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph will be referred to in Exhibit A as "Specific Project Strategies, Technologies, and Techniques."
11. Assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions, plan for the inclusion of sustainable features in the design.
12. Review with Owner the thresholds established in applicable codes, standards, and design criteria specifically governing the ability of the proposed facilities or improvements to perform, and to absorb or avoid damage without suffering complete or substantial failure. As part of the review, identify additional risk assessment studies or tools that are available to evaluate the susceptibility of the facilities or improvements to natural and man-made events beyond the applicable established thresholds. Upon Owner request, as an additional service, perform additional risk assessment studies or tools to further evaluate system resiliency beyond the applicable established thresholds.

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13. Utilities, including Underground Facilities

    a. Review any utility mapping and surveys and other utilities documentation made available by Owner. Take note of observable utilities during Site visit.

    b. Identify, in a preliminary manner and to the extent determinable by such mapping or other information provided by Owner, and by observations at the Site, those utilities (whether above-ground utilities of any type, or Underground Facilities) likely to be affected by the Specific Project construction and additional utility facilities or extensions that will be needed to serve the Specific Project.

    c. If the impact on existing utilities or the need for additional utility facilities or extensions cannot reasonably be determined in a preliminary manner from mapping or other information provided by Owner, or such information was not available from Owner, then assist Owner in evaluating the need to either obtain additional utility mapping and utility documentation during the Study and Report Phase, or undertake other alternative approaches and contingencies to account for utility uncertainties in this phase.

    d. Advise Owner of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate, and manage the impact of the Specific Project (including any additional utility facilities or extensions needed to serve the Specific Project) on existing utilities.

    e. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner regarding the extent and identification and mapping of existing Underground Facilities during the design and construction phases.

        1) If Owner has retained a land surveyor, utility engineer, or utility consultant, collaborate with such individuals or entities regarding the application of ASCE 38.

14. Inquire regarding survey methodologies and technologies that would aid in addressing Owner's Specific Project requirements. Develop a scope of work and survey limits for any topographic and other surveys necessary for design. For recommended survey deliverables, specify a) required technical specifications; b) pertinent datum; c) survey limits, and d) formats of deliverables. Collaborate with land surveyor, when separately retained by Owner or third party, to develop such scope of work.

15. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s).

    a. For each recommended solution, Engineer will separately tabulate Total Project Cost, itemizing those items and services included within the definition of Total Project Costs.

    b. Engineer will meet with Owner to discuss the draft Report and receive Owner's comments.

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16. Perform or provide the following other Study and Report Phase tasks or deliverables:

    a. **[List any such tasks or deliverables here]**.

17. Furnish the Report and any other Study and Report Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.

18. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the final Report (as revised) and any other Study and Report Phase deliverables.

1.03 Preliminary Design Phase

A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables (if Engineer's services under this Agreement included Study and Report Phase services); selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Specific Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, or enhanced resiliency of the design; indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Specific Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document in writing any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from the selected solution, related Specific Project Strategies, Technologies, or Techniques, sustainable design and resiliency instructions, specific modifications to the Specific Project, or changes, refinements, or supplementation of the Baseline Information.

B. Upon written authorization from Owner, Engineer shall:

1. Review and assess all available Specific Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.

2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data, for Engineer's use in the preparation of a Preliminary Design Phase Report.

3. Prepare a Preliminary Design Phase Report in the following format: **[specify the format that is appropriate to the scope of the design and sufficient for Owner's purposes—ranging from a consolidated and comprehensive narrative report to an assemblage of required documents]**.

4. The Preliminary Design Phase Report will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, and written descriptions of the Specific Project. The Preliminary Design Phase Report will consider the following

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matters to the extent applicable to the Specific Project and as necessary to establish the basis of design for proceeding to final design and construction:

a. The Specific Project concept, intent, performance criteria, desired outcomes, Owner's standards and Owner directed improvements and facility elements as established in the Study and Report Phase and as expressly set forth in the Baseline Information section of this Exhibit A (collectively the "Specific Project Goals").

b. Recommended appropriate design criteria for each primary portion and significant discipline of the design necessary to address the Specific Project Goals.

c. Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; Constituents of Concern; cultural, historical, and archaeological resources at the Site; wetlands information; and evaluations of flora and fauna that may be affected by the Specific Project.

d. The time schedule for completion of the Specific Project in accordance with Specific Project Goals, including any recommended changes to the time required to complete the Final Design Phase (as set forth in Exhibit B, Deliverables Schedule) and estimated schedule(s) for construction.

e. Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.

f. Revised opinions of probable Construction Cost.

g. The impact of Specific Project Strategies, Technologies, and Techniques, sustainable features, and enhanced resiliency selected by Owner for inclusion in the Specific Project on the Specific Project Goals, schedule and probable Construction Cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when the Specific Project Goals necessitate and Owner authorizes;

h. Construction Phase quality assurance and quality control needs affecting development of Drawings and Specifications and other Final Design and Bidding Phase documents.

i. The effect of permits and authorizations by other entities and utility coordination needs on the Specific Project.

j. Other matters and information pertinent to addressing the Specific Project Goals.

5. In preparing the Preliminary Design Phase Report, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features and enhanced resiliency, as appropriate, pursuant to Owner's instructions.

6. Visit the Site as needed to prepare the Preliminary Design Phase Report.

7. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types described in Article 2 are

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necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.

8. Above-Ground Utilities

    a. Review above-ground utilities information obtained from Owner and from observations at the Site.

    b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.

    c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.

9. Underground Facilities

    a. Review Underground Facilities data furnished by Owner. Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner to jointly establish a procedure ("Underground Facilities Procedure") for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site, using ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as a basis for establishing such Underground Facilities Procedure.

    b. Such Underground Facilities Procedure must take into account the Site and the nature of the Specific Project.

    c. Use the Underground Facilities Procedure to aid in the performance of design services:

        1) Account for Underground Facilities, based on available information, when advancing the design during the Preliminary Design Phase.

        2) The Underground Facilities Procedure will include a plan to keep Underground Facilities information current as Engineer proceeds with the provision of design services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.

        3) To manage the potential impact of design changes on Underground Facilities, Engineer shall work together with Owner to modify or reapply the Underground Facilities Procedure as the design progresses and changes.

10. Mitigation of Utilities Conflicts

    a. Identify potential conflicts between the Specific Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed in Exhibit A Paragraphs 1.03.B.8 and 9 above, and advise Owner regarding the need for resolution of such conflicts with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.

    b. Update the Underground Facilities Procedure as necessary for any Underground Utilities conflicts and relocations.

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c. Working together with Owner, jointly identify which specific parties or other entities will be responsible for implementation of the various specific parts of the Underground Facilities Procedure (including those parts that address resolution of Underground Facilities conflicts), and for resolution of above-ground utilities conflicts. Such identification will take into account Owner's authority and standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.

1) To the extent that Owner and Engineer agree that in addition to performing the design-related obligations set forth in Exhibit A Paragraphs 1.03.B.8 and 9, Engineer will also implement any non-design part of the Underground Facilities Procedure (including resolution of Underground Facilities conflicts), or undertake resolution of above-ground utilities conflicts, such additional duties will be Additional Services under Article 2 of this Exhibit A.

11. Surveys, Topographic Mapping, and Utility Documentation

a. Coordinate with Owner's utility engineer, utility consultant, or land surveyor for the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes, or by the Underground Facilities Procedure.

b. If no scope of work and procedure for utility documentation has been established, selected, or authorized, then at a minimum Engineer will contact utility owners and obtain available information. Except as otherwise provided in this Agreement, Owner acknowledges that the information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed, and as to Engineer, bidders, and Contractor, the Owner accepts all associated risks. Owner reserves all associated rights as to recourse against the sources of such flawed information and against third parties.

12. Prepare initial draft of a comprehensive permit document that identifies Owner's permit duties, Engineer's permit duties, and Contractor's permit duties, and the schedule for permitting activities.

13. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement in Exhibit A Paragraph 1.03.A.

14. Obtain Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's Bidding/Proposal Documents and Front-End Construction Contract Documents.

a. Also obtain copies of Owner's standard Bidding/Proposal Documents and Front-End Construction Contract Documents (if other than the EJCDC 2018 Construction Series documents), and any other related documents or content for Engineer to include in drafts of the Specific Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.

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b. Review Owner's instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Specific Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.

15. Prepare the Preliminary Design Phase Report. This Report will consist of, as appropriate, separate or combined submittals in whole or summary, the Preliminary Design Phase documents listed in Exhibit A Paragraph 1.03.B.4, and Engineer's findings and recommendations for advancing the Specific Project to the Final Design Phase (including Engineer's findings and recommendations, if any, regarding permitting, utilities, and Underground Facilities). The submittal will be in the format of a report, or otherwise organized and assembled for ease and practicality of use.

    a. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and on the basis of information furnished by Owner, assist Owner in tabulating the various cost categories which comprise Total Project Costs.

    b. Engineer will meet with Owner to discuss the draft Preliminary Design Phase submittal and receive Owner's comments.

16. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

    a. **[List any such tasks or deliverables here]**.

17. Furnish the Preliminary Design Phase Report, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.

18. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

C. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase Report (as revised) and associated documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

1.04 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase Report and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Specific Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Specific Project, or changes, refinements, or supplementation of the Baseline Information.

1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **[Enter**

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number of contracts]. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.

3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more separate design professional consultants or prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding/Proposal, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.

B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase Report (as revised) and other Preliminary Design Phase deliverables. As part of the preparation of the Drawings and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows, pursuant to the Deliverables Schedule in Exhibit B:

1. First Final Design Phase draft of all Drawings and Specifications.

2. Second Final Design Phase draft of all Drawings and Specifications, addressing Owner comments and including appropriate design advancement.

3. Final Drawings and Specifications that address Owner comments; complete the design; are suitable for estimating and pricing by prospective Contractors; and are complete and ready for construction.

C. In preparing the Specifications (and any bidding, contract, or other documents that are part of Engineer's scope of services), Engineer shall obtain from Owner or Owner's legal counsel any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and the like, and comply with or account for such constraints in drafting Specifications, Bidding/Proposal Documents, and other Specific Project documents.

D. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:

1. Such documents will be based on the 2018 EJCDC Construction Documents, and on the specific bidding or Contractor selection-related instructions and forms, contract forms, text, or other content received from Owner.

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2. When Engineer is required to use other than the 2018 EJCDC Construction Documents, then as required in the Preliminary Design Phase Owner will furnish to Engineer a copy of the required documents to be used for the Specific Project's Bidding/Proposal Documents and Front-End Construction Contract Documents. Prior to the first Final Design Phase submittal, Engineer will review the bidding and contracting documents furnished by Owner and provide comments to Owner. Engineer will meet with Owner to discuss Engineer's comments. Owner will consider Engineer's recommendations to revise Owner's documents for the Specific Project.

3. Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.

E. During the Final Design Phase the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. This may include:

1. performing the services assigned to Engineer under the Underground Facilities Procedure described in Exhibit A Paragraph 1.03 above, including but not limited to the design-related tasks in Exhibit A Paragraph 1.03.B.9.

2. addressing required and proposed activities or mitigations identified in the analysis of utilities and by the Underground Facilities Procedure as having an impact on the final design, and considering such in preparing the Drawings and Specifications.

F. Engineer shall perform or furnish the following other Final Design Phase services:

1. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

2. Assist with or prepare applications for permits and approvals, as follows:

a. Update comprehensive permit document created in Preliminary Design Phase for Final Design detail.

b. Prepare the following applications for Owner's submittal to authorities having jurisdiction over the construction or operation of the Specific Project:

1) **[identify specific permit or approval applications]**.

c. Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction.

d. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above, including applications for review or approval of the final design.

e. Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.

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f. Unless expressly indicated otherwise, Engineer's scope and budget includes attending one meeting or conference call with each permit and approval-issuing agency to discuss the Specific Project and receive the agency's comments on the application.

g. Engineer does not guarantee issuance of any required permit or approval.

h. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.

3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the interim and final deliverables of the Drawings and Specifications.

4. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing specific protocols for the transmittal of Specific Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website.

5. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

6. Review the preliminary schedule for the Construction Phase and advise Owner when initial understanding of the Construction Contract Times must or should be revised, and furnish Owner with recommendations on revisions to the proposed Construction Contract Times.

7. Engineer's project manager and other appropriate staff will participate in the following meetings and conference calls:

a. First draft design review meeting at Owner's office.

b. Second draft design review meeting at Owner's office.

c. **[Indicate others as appropriate for the Specific Project]**.

d. Engineer will prepare and distribute minutes of each such meeting and conference call, indicating attendees, topics discussed, decisions made, and action items for follow-up.

8. Perform or provide the following other Final Design Phase activities or deliverables:

a. **[List any such tasks or deliverables here]**.

G. Engineer shall complete the Final Design Phase as follows:

1. Pursuant to the requirements of the Deliverables Schedule in Exhibit B, furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications (as set forth in Exhibit A Paragraph 1.04.B.3 above); assembled drafts of other Construction Contract Documents including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost; and any other Final Design Phase deliverables, and review the deliverables with Owner.

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2. Revise the final Design Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

3. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications; assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.

1.05 Bidding/Proposal Phase

A. After acceptance by Owner of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other Final Design Phase deliverables, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work; assist Owner in issuing assembled Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; if applicable, maintain a record of prospective contractors to which documents have been issued; attend pre-bid conferences, if any; and receive and process contractor deposits or charges, if any, for the issued documents.

a. **[List method (such as Owner's procurement website, commercial plan room or web service, distribution by Engineer, etc.) that Owner will use for distributing Bidding Documents here]**

2. Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.

3. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Exhibit A Paragraph 2.01.A.2.

4. Attend the bid opening; prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.

5. Provide information or assistance needed by Owner in the course of any review of bids, proposals, or negotiations with prospective contractors.

6. Consult with Owner as to the qualifications of prospective contractors.

7. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

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9. Perform or provide the following other Bidding/Proposal Phase tasks or deliverables:

    a. **[List any such tasks or deliverables here]**.

10. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

1.06 Construction Phase

A. After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, number of prime construction contracts, and other construction requirements of the Specific Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from specific modifications to the Specific Project.

    1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified. With the exception of such expressly required services, Engineer shall have no design, Submittal (including Shop Drawing) review, or other obligations during construction, and Owner assumes all responsibility for providing or arranging for all other necessary Construction Phase administrative, engineering, and professional services.

    2. Owner waives all claims against Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A. Notwithstanding the foregoing waiver, Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.

B. Upon successful completion of the Bidding/Proposal Phase, and upon written authorization from Owner, Engineer shall provide the following services:

    1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018) or other construction general conditions specified in this Agreement. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.

        a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide

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Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity (other than Engineer) responsible for the additional responsibilities in the Construction Contract.

b. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.

c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.

2. Field Office: **[Delete or edit as applicable to the Specific Project]** Engineer and Resident Project Representative (if any) will be based in a field office at the Site. The field office will be furnished and maintained at Owner's expense, and will include reasonable furnishings, all required temporary utilities (including internet service) and facilities, and be secured for Engineer's (and RPR's) exclusive use.

3. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist Engineer and to provide more extensive observation of Contractor's Work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. **[If Engineer will not be providing RPR services under the specific Task Order, then delete this Paragraph 3 by inserting the word "DELETED" after the paragraph title; do not include Exhibit D as an exhibit to the specific Task Order; and do not include RPR compensation in Paragraph 7 of the Exhibit specific Task Order.]**

4. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform required testing services.

5. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.

6. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

7. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

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8. Schedules: Receive, review, and, and, subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the progress schedule, schedule of submittals, and schedule of values. Advise Contractor in writing of Engineer's comments or acceptance of schedules.

    a. Schedules will be acceptable to Engineer as to form and substance:

        1) Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

        2) Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.

        3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

9. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

10. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.

11. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of the Work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, including its RPR, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.

    b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to by this Agreement and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of

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Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Construction Contract Documents. Engineer will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

12. Defective Work: If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.

    a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.

    b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

13. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Specific Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

14. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents.

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With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

15. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

16. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

17. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

18. Change Proposals and Claims

    a. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

    b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

19. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.

20. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Specific Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's Submittal schedule that Engineer has accepted.

21. Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.

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22. Inspections and Tests

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.

    c. Issue written requests to Contractor that specific portions of the Work remain uncovered.

    d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    e. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

23. Contractor's Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, within the limits of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

    b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the

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purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

24. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Exhibit A Paragraph 1.06.B.20. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.

25. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

26. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables:

    a. **[List any such tasks or deliverables here]**.

27. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:

    a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;

    b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;

    c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and

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d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using EJCDC® C-626, Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

28. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

C. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor. If the Specific Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.04.A.1, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

1.07 Post-Construction Phase

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Specific Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Specific Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:

a. **[List any such tasks or deliverables here]**.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.

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ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner's Written Authorization

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.

1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.

2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:

   a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items;

   b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Specific Project;

   c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and

   d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Implement coordination of Engineer's services with other parts of the Specific Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Specific Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.

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6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Specific Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).

7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

11. To the extent the Specific Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.

12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

2.02 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.

1. Obtain or provide specified additional Specific Project-related information and data to enable Engineer to complete its Basic and Additional Services.

2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.

3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

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5. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.
7. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
9. Undertaking investigations and studies including, but not limited to:
    a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
    b. detailed consideration of operations, maintenance, and overhead expenses;
    c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Specific Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
    d. preparation of appraisals;
    e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.
    f. detailed quantity surveys of materials, equipment, and labor; and
    g. audits or inventories required in connection with construction performed or furnished by Owner.
10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
12. Providing the following services:
    a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.
    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

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13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).

14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

15. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.

16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

17. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.

18. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Specific Project or implementing other Electronic Documents protocols among Specific Project participants.

19. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.

20. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

21. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

22. Supplementing Record Drawings with information regarding the completed Specific Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

23. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

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24. Preparation of operation, maintenance, and staffing manuals.
25. Protracted or extensive assistance in refining and adjusting of Specific Project equipment and systems (such as initial startup, testing, and balancing).
26. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
27. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related recordkeeping.
28. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Specific Project (but not including disputes between Owner and Engineer).
29. Overtime work requiring higher than regular rates.
30. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
31. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
32. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
33. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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EXHIBIT B—TASK ORDER DELIVERABLES SCHEDULE

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

Under the governing Task Order the Engineer shall furnish Documents to Owner as required in Column 2 of the following table (and as further described in Exhibit A), according to the schedule in Column 4. Owner shall comment or take other identified actions with respect to the Documents as indicated in Column 2 (and as further described in Exhibit A), according to the schedule in Column 4.

Party	Action	Exhibit A Reference	Schedule
Engineer	Submit **[number]** review copies of the Report and other Study and Report Phase deliverables to Owner.	1.02.A.17	Within **[number]** days of the Effective Date.
Owner	Submit comments regarding the Report and other Study and Report Phase deliverables to Engineer.	1.02.A.18	Within **[number]** days of the receipt from Engineer of the Report and other Study and Report Phase deliverables.
Engineer	Submit **[number]** copies of the revised Report and other Study and Report Phase deliverables to Owner.	1.02.A.18	Within **[number]** days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Submit **[number]** review copies of the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.17	Within **[number]** days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	1.03.B.18	Within **[number]** days of the receipt from Engineer of Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit **[number]** copies of the revised Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.18	Within **[number]** days of the receipt of Owner's comments regarding the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit **[number]** copies of the first Final Design Phase draft of Drawings and Specifications to Owner.	1.04.B.1	Within **[number]** days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the first Final Design Phase draft of Drawings and Specifications to Engineer.	1.04.B.1	Within **[number]** days of the receipt of the first final Design Phase drafts of Drawings and Specifications from Engineer.
Engineer	Submit **[number]** copies of the second Final Design Phase drafts of Drawings and Specifications to Owner.	1.04.B.2	Within **[number]** days of the receipt of Owner's comments and instructions regarding the first Final Design Phase drafts of Drawings and Specifications.

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Party	Action	Exhibit A Reference	Schedule
Engineer	Submit **[number]** of copies of draft Bidding/Proposal and Front-End Construction Contract Documents, as required, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Owner.	1.04.D.3; 1.04.F.8	Concurrent with submittal to Owner of the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications to Engineer.	1.04.B.2	Within **[number]** days of the receipt from Engineer of the second Final Design Phase drafts of Drawings and Specifications.
Engineer	Submit **[number]** copies of the final, completed, pricing-ready and construction-ready Drawings and Specifications to Owner.	1.04.B.3 and 1.04.G.1	Within **[number]** days of the receipt of Owner's comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications to Engineer.	1.04.G.2	Within **[number]** days of the receipt from Engineer of the final, completed, pricing-ready and construction-ready Drawings and Specifications.
Owner	Submit comments and instructions regarding drafts of Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Engineer.	1.04.D.3; 1.04.F.8	Concurrent with Owner's submittal of comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications.
Engineer	Submit to Owner: **[number]** copies of the revised final, completed, pricing-ready and construction-ready Drawings and Specifications; and **[number]** of copies of assembled Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.	1.04.G.2; 1.04.G.3	Within **[number]** days of receipt of Owner's final comments and instructions regarding the regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications, the Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.
Engineer	Submit **[number]** copies of Bidding/Proposal Phase deliverables (if any) identified in Exhibit A Paragraph 1.05.A.9.a to Owner.	1.05.A.9.a	Within **[number]** days of written authorization by Owner to proceed with Bidding/Proposal Phase services.
Engineer	Submit **[number]** copies of Construction Phase deliverables (if any) identified in Exhibit A Paragraph 1.06.B.26.a to Owner.	1.06.B.26.a	Within **[number]** days of **[applicable benchmark event such as commencement of the Construction Contract Times]**

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Party	Action	Exhibit A Reference	Schedule
Engineer	Submit **[number]** copies of Post-Construction Phase deliverables (if any) identified in Exhibit A Paragraph 1.07.A.3.a to Owner.	1.07.A.3.a	Within **[number]** days of Substantial Completion.

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EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE UNDER TASK ORDER

ARTICLE 3—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:

3.01 Resident Project Representative

A. Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. The RPR will provide full-time representation **[revise if representation will be less than full time]**.

C. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A Paragraph 1.06 are applicable.

3.02 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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3.03 Limitations of Authority

A. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

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EXHIBIT E—EJCDC® C-626, NOTICE OF ACCEPTABILITY OF WORK (FORM)

NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)

Owner:	Owner's Project No.:
Engineer:	Engineer's Project No.:
Contractor:	Contractor's Project No.:
Project:	
Contract Name:	
Notice Date:	Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____

Name (printed): _____

Title: _____

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CITY OF Dickinson North Dakota

Engineering Memorandum

January 14, 2026

RE: January 20th Commission Meeting

MASTER SERVICE AGREEMENT WITH HIGHLANDS ENGINEERING & SURVEYING, PLLC

For your consideration is a master service agreement (MSA) with Highlands Engineering & Surveying, PLLC utilizing the Engineers Joint Contract Documents Committee (EJCDC) form. This is an update to their existing MSA which was executed in January 2018 utilizing a prior version of the EJCDC form. Some of the key changes from the prior version to the new version of the EJCDC form are: updated/increased insurance limits, minor changes and updates to the standard language for the terms and conditions, and the use of documents. The benefits of having a MSA versus providing individual project contracts are; consistent terms and conditions regardless of the project, clarity to the obligations and rights of both parties which reduces potential conflicts, and reduced review time by staff for future project contracts. The City Attorney has reviewed the document.

The City Engineering staff recommends approval.

TASK ORDER NO. 202610

This is Task Order No. **202610**, consisting of **6** 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:	**January 20, 2026**
b.	Owner:	**City of Dickinson, ND**
c.	Engineer:	**Highlands Engineering & Surveying, PLLC**
d.	Specific Project (title)	**Empire Rd – 23rd Ave W to 8th Ave W**
e.	Specific Project (description):	**The project will consist of a mill and overlay of the existing asphalt pavement from 23rd Ave W to 8th Ave W. Project is also expected to include removal and replacement of damaged sections of curb and gutter, sidewalk improvements where needed to ensure ADA compliance and to fill in gaps in sidewalk, and some minor surface drainage corrections along the street route. Lighting improvements are also included to replace existing wood poles and to complete lighting along the route.**
f.	Related Task Orders:	**n/a**

EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition.
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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:	Empire Rd – 23rd Ave W to 8th Ave W (City Project Number 202610)
Type and Size of Facility:	±1-mile long, ±48-foot-wide, urban section, asphalt pavement, Collector route
Description of Improvements:	The project will consist of a mill and overlay of the existing asphalt pavement from 23rd Ave W to 8th Ave W. Project is also expected to include removal and replacement of damaged sections of curb and gutter, sidewalk improvements where needed to ensure ADA compliance and to fill in gaps in sidewalk, and some minor surface drainage corrections along the street route. Lighting improvements are also included to replace existing wood poles and to complete lighting along the route. The necessary environmental documentation and public involvement to meet federal requirements is to be provided.
Expected Construction Start:	The project is currently on the STIP for 2029 construction, but Owner desires to have project bid ready and funded ASAP.
Prior Studies, Reports, Plans:	Traffic impact study completed by KLJ dated October 2025
Facility Location(s):	Empire Road from 23rd Ave W to 8th Ave W
Current Specific Project Budget:	±$3.5 million including Preliminary Engineering, Construction Engineering, and Construction Costs
Funding Sources:	Preliminary and Construction Engineering: 100% City of Dickinson Construction Costs: 80.93% FHWA, 19.07% City of Dickinson
Known Design Standards:	Project design must meet federal requirements for FHWA funding in accordance with the NDDOT Design Manual. Project design, plans, and specifications will meet NDDOT requirements and standards.
Known Specific Project Limitations:	n/a

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Specific Project Assumptions:	Right-of-way encroachments are anticipated with this project. It is assumed that no more than 10 encroachments will be discovered. It is assumed that no permanent right-of-way will be required, but temporary construction easements may be needed for pedestrian ramp construction at intersections. It is assumed that this project will require a Documented Categorical Exclusion for environmental documentation. It is assumed that no Threatened or Endangered Species, Cultural Resources, or Aquatic Resources will be found in the project area. It is assumed that no significant utility improvements, geotechnical corrections, or roadway configuration changes will be required. Roadway geometric and functional changes will be limited to turn lanes for DHS approaches, consideration of on-street parking changes near DHS, signage and pavement markings for no parking zones with respect to the intersections, and widening the roadway near State Ave to allow for wider lanes where the turn lanes are present. There is a sidewalk connectivity gap from 23rd Ave W to the east ±1,000 feet. Adding sidewalk in this location is included in the scope of work for this project. Project Bid Documents, Bid Advertisements, and Bid Opening will be completed by the NDDOT.
Other Pertinent Information:	This project is to be bid to a single prime contractor with the mill and overlay project on Fairway Street, City Project Number 202611.

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3. SERVICES OF ENGINEER ("SCOPE")

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

☒ shown by Exhibit A to Task Order, "Engineer's Services for Task Order," as attached to this specific Task Order.

☐ as follows: **[]**

All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.

B. Resident Project Representative (RPR) Services:

1. If the Scope established in Paragraph 2.A above includes RPR services, then Exhibit D to Task Order is expressly incorporated in this Task Order by reference.

C. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

4. DELIVERABLES SCHEDULE

A. In submitting required Documents and taking other related actions, Engineer and Owner will generally comply with Exhibit B to Task Order, attached to this specific Task Order.

B. Work shall be commenced on this project in an overall effort to have project documents ready for bid by the end of 2026.

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. Evaluate and provide a list of in-operable water system valves along the project route.
2. Televise the storm sewer and sanitary sewer along the project route and provide list of areas in need of repair, if any.
3. Complete geotechnical investigation and provide report of findings.
4. Deliver and coordinate easement acquisitions with landowners as necessary.
5. Provide right-of-way encroachment notifications to landowners and coordinate encroachment removals with landowners as necessary.

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6. TASK ORDER SCHEDULE

A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: **Not Applicable**

B. The terms of payment are set forth in Article 4 of the Main Agreement.

C. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Preliminary Engineering Services	**$181,192**	**Hourly Rate**
1.01 Project Management	$8,165	**Hourly Rate**
1.02 Site Survey and Data Collection	$22,258	**Hourly Rate**
1.03 Environmental Documentation	$23,589	**Hourly Rate**
1.04 Public Involvement	$16,250	**Hourly Rate**
1.05 Traffic Operations Study	$28,725	**Hourly Rate**
1.06 Construction Plans, Specifications, and Estimates	$82,205	**Hourly Rate**
TOTAL COMPENSATION	**$181,192**	

D. 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. 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 Compensation* amount unless approved in writing by the Owner.

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

A. Work that may be subcontracted and the proposed subcontractors include the following. Agreements have not been reached with subconsultants to date, so this list is subject to change.

1. Cultural Resource Study – Beaver Creek Archaeology
2. Aquatic Resource Study – Beaver Creek Archaeology
3. Lighting System Design, Specifications, and Plan Sheets – Prairie Engineering

B. If subconsultants are used, Engineer will notify City's Designated Representative prior to authorizing subcontracts. Subconsultant fees, if applicable, shall be included in the Total Compensation amount noted above. Subconsultant fees will be charged according to Section 4.05 of the Main Agreement

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8. 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

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

OWNER: **City of Dickinson, ND**	ENGINEER: **Highlands Engineering & Surveying, PLLC**
By:	By:
Print Name:	Print Name: KC Homiston, PE/LS
Title:	Title: Principal
Date:	Date:
	Engineer's License or Firm's Certificate No. (if required): COCP #805
	State of: North Dakota
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name:	Name: Andrew Schrank, PE, CFM
Title:	Title: Project Manager / Principal
Address:	Address: 319 24th St E, Dickinson, ND 58601
E-Mail Address:	E-Mail Address: schrank@highlandseng.com
Phone:	Phone: 701-483-2444

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1.02 Site Survey and Data Collection 1
1.03 Environmental Documentation 1
1.04 Public Involvement 2
1.05 Traffic Operations Study 2
1.06 Constructions Plans, Specifications, and Estimates 2

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 Project Management

A. See Main Agreement, Paragraph 1.03.

1.02 Site Survey and Data Collection

A. Research the necessary boundary and easement documents affecting the property.

B. Submit a one-call locate request to locate utilities within and adjacent to the site.

C. Collect locations, size, and elevations of water, sanitary sewer, storm sewer, and street public infrastructure within and around the site.

D. Establish site survey control.

E. Collect topographic data for the site and immediately surrounding areas.

F. Complete a survey of the pavement, sidewalk, curb and gutter, and signage.

G. Complete a field analysis of the existing pavement condition.

1.03 Environmental Documentation

A. Complete Section 106 Coordination Form and submit to NDDOT Local Government Division contact for the project.

B. Complete a Class I Cultural Resource Inventory.

C. Provide Aquatic Resource Delineation for the project area.

D. Prepare and send Solicitation of Views letters to appropriate entities. Collect responses and provide responses to inquiries as necessary.

E. Complete Section 7 Endangered Species Analysis.

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F. Prepare a Project Concept Report, assumed to be a Documented Categorical Exclusion (DCE), for review and approval by the NDDOT Local Government Division and FHWA.

1.04 Public Involvement

A. Schedule and coordinate a public input meeting to discuss the project scope.

B. Prepare pre-recorded presentation describing the proposed project.

C. Prepare public input meeting advertisement and press release. Submit documents to the local newspaper for publishing.

D. Prepare meeting notice for posting on City Website and Facebook page.

E. Provide public input meeting documents to include:

1. Sign-in sheet
2. Title VI Survey Forms
3. Comment cards
4. Meeting handout to briefly describe the project
5. NDDOT Stormwater Brochure and Poster
6. NDDOT Information Highway and Street Projects Brochure

F. Provide instructions for submitting comments and collect and organize comments received from the public.

G. Provide responses to public comments as applicable.

H. Incorporate public comments into a public involvement report including a summary of how comments were addressed, if applicable.

1.05 Traffic Operations Study

A. Review traffic operations study previously completed by KLJ. The turn lane warrants and capacity analysis completed in this study are assumed to be adequate for the proposed project's traffic operations study and will be referenced for this project.

B. Complete additional traffic analysis as required by the NDDOT Design Manual for the project corridor that was not included in the above-mentioned report to include the following:

1. Crash History and Analysis
2. Sight Distance Analysis
3. Roadway Geometry Analysis
4. 12-hour Traffic Counts for Empire Road intersections with 13th Ave W and 10th Ave W
5. Capacity Analysis for Empire Road intersections with 13th Ave W and 10th Ave W

1.06 Constructions Plans, Specifications, and Estimates

A. Prepare Plan Drawings, Specifications, and Construction Cost Estimates for the proposed project improvements.

1. Plans will generally follow NDDOT format.

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2. Specifications will generally follow the current NDDOT Specifications. Changes that may be appropriate will be addressed by Plan Notes or Supplemental Specifications.

3. Preliminary Project submittals are assumed to be provided at ±20%, 50%, and 90% completion of this project phase. Meeting will be held with the Owner for review and comment of the documents at each of these project phases.

B. Identify utility conflicts, prepare utility conflict plans to denote proposed conflicts, and coordinate with affected utility companies to notify them of the conflicts and proposed project improvements.

C. Prepare exhibits to depict right-of-way encroachments that are discovered (scope is limited to 10 exhibits).

D. Prepare Supplemental Design Data in accordance with the NDDOT Design Manual for project Bidders.

E. Coordinate with NDDOT as necessary for project bidding and addendum.

F. Coordinate with City of Dickinson project 202614 - *Various Intersection Analysis* to incorporate findings and recommendations for intersections within the project area studied as part of this project.

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EXHIBIT B—TASK ORDER DELIVERABLES SCHEDULE

The following is the approximate project schedule that will be generally followed for this project. The main goal of this schedule is to have the project bid ready by the end of 2026.

TASKS AND MILESTONES		2026										
		Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Contract Award and Commencement	2/1/26	◆										
Site Survey and Data Collection	4/18/26	◆		◆								
Traffic Operations Study	7/18/26			◆			◆					
NEPA Environmental Documentation	10/17/26			◆						◆		
Construction Plans, Specifications, & Estimate	12/18/26			◆								◆
- 90% PS&E	10/17/26			◆						◆		
- Final PS&E, Certifications, and Permits	12/18/26									◆		◆
Project Management	12/18/26	◆										◆

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CITY OF Dickinson North Dakota

Engineering Memorandum

January 15, 2026

RE: January 20th City Commission Meeting

202610 – EMPIRE RD – 23RD AVE W TO 8TH AVE W PROJECT TASK ORDER AWARD TO HIGHLANDS ENGINEERING & SURVEYING, PLLC

For your consideration is a task order with Highlands Engineering & Surveying, PLLC to perform engineering services for the City of Dickinson Project Number 202610, the Empire Road from 23rd Avenue West to 8th Avenue West project for a time and materials fee as specified in the task order of **$181,192.00**. This task order is in reference to the proposal received through a request for proposal where seven proposals were received. Highlands Engineering & Surveying, PLLC scored the highest score based on their proposal for the project. The City Attorney has reviewed this task order with no comments.

The scope of work included in this task order are; preliminary engineering and field survey/data collection, environmental documents to meet North Dakota Department of Transportation (NDDOT) requirements, public involvement with key stakeholders identified, traffic operations study in collaboration with City Project Number 202614 – Various Intersection Analysis, and the construction plans, specifications, and estimates for the mill and overlay and street lighting. The proposed schedule shows an early December 2026 project bid ready date to be submitted to the NDDOT.

The project was included on the 2026 Capital Improvement Plan budget.

The City Engineering and Public Works staff recommends approval.

202610 – Empire Rd – 23rd Ave W to 8th Ave W Project

Street Blocks Included in Project

St_Name	Fr_Street	To_St	Seg_Length (ft)	Seg_Area (sq ft)
EMPIRE RD	23RD AVE W	STATE AVE N	1755	77220
EMPIRE RD	STATE AVE N	17TH AVE W	167	7515
EMPIRE RD	17TH AVE W	13TH AVE W	1291	58095
EMPIRE RD	13TH AVE W	SENIOR AVE	283	12735
EMPIRE RD	SENIOR AVE	12TH AVE W	406	18270
EMPIRE RD	12TH AVE W	11TH AVE W	217	9765
EMPIRE RD	11TH AVE W	10TH AVE W	263	11835
EMPIRE RD	10TH AVE W	9TH AVE W	265	11925
EMPIRE RD	9TH AVE W	8TH AVE W	283	12735
		Totals =	**4,930**	**220,095**

CITY OF Dickinson North Dakota

TASK ORDER NO. 202611

This is Task Order No. **202611**, consisting of **6** 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:	**January 20, 2026**
b.	Owner:	**City of Dickinson, ND**
c.	Engineer:	**Highlands Engineering & Surveying, PLLC**
d.	Specific Project (title)	**Fairway Street – State Ave to 13th Ave W**
e.	Specific Project (description):	**The project will consist of a mill and overlay of the existing asphalt pavement from State Ave to 13th Ave W. Project is also expected to include removal and replacement of damaged sections of curb and gutter, sidewalk improvements where needed to ensure ADA compliance, and some minor surface drainage corrections along the street route. Lighting improvements are also included to replace existing wood poles and to complete lighting along the route.**
f.	Related Task Orders:	**n/a**

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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:	Fairway St – State Ave to 13th Ave W (City Project Number 202611)
Type and Size of Facility:	±1/4-mile minor arterial corridor being a ±48-foot-wide urban asphalt roadway with on-street parking and sidewalk on both sides
Description of Improvements:	Mill and overlay the existing asphalt pavement from State Ave to 13th Ave W. The intersections at each end of the project area are assumed to be excluded. Project is also expected to include removal and replacement of damaged sections of curb and gutter, sidewalk improvements where needed to ensure ADA compliance, and some minor surface drainage corrections along the street route. Lighting improvements are also included to replace existing wood poles along the route and to complete lighting along the route. The necessary environmental documentation and public involvement to meet federal requirements is to be provided.
Expected Construction Start:	The project is currently on the STIP for 2029 construction, but Owner desires to have project bid ready and funded ASAP.
Prior Studies, Reports, Plans:	Traffic impact study completed by KLJ dated October 2025
Facility Location(s):	Fairway Street from State Ave to 13th Ave W, excluding intersections at each end of project area.
Current Specific Project Budget:	±$1.1 million including Preliminary Engineering, Construction Engineering, and Construction Costs
Funding Sources:	Preliminary and Construction Engineering: 100% City of Dickinson Construction Costs: 80.93% FHWA, 19.07% City of Dickinson
Known Design Standards:	Project design must meet federal requirements for FHWA funding in accordance with the NDDOT Design Manual. Project design, plans, and specifications will meet NDDOT requirements and standards.
Known Specific Project Limitations:	n/a

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Specific Project Assumptions:	It is assumed that there will be no right-of-way encroachments. It is assumed that no permanent right-of-way will be required, but temporary construction easements may be needed for pedestrian ramp construction at intersections. It is assumed that this project will require a Documented Categorical Exclusion for environmental documentation. It is assumed that no Threatened or Endangered Species, Cultural Resources, or Aquatic Resources will be found in the project area. It is assumed that no significant utility improvements, geotechnical corrections, or roadway configuration changes will be required. Roadway geometric and functional traffic changes will be limited to signage and pavement markings for no parking zones with respect to the intersections, and consideration for relocating the westerly approach to DHS. Project Bid Documents, Bid Advertisements, and Bid Opening will be completed by the NDDOT.
Other Pertinent Information:	This project is to be bid to a single prime contractor with the mill and overlay project on Empire Road, City Project Number 202610.

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3. SERVICES OF ENGINEER ("SCOPE")

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

☒ shown by Exhibit A to Task Order, "Engineer's Services for Task Order," as attached to this specific Task Order.

☐ as follows: **[]**

All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.

B. Resident Project Representative (RPR) Services:

1. If the Scope established in Paragraph 2.A above includes RPR services, then Exhibit D to Task Order is expressly incorporated in this Task Order by reference.

C. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

4. DELIVERABLES SCHEDULE

A. In submitting required Documents and taking other related actions, Engineer and Owner will generally comply with Exhibit B to Task Order, attached to this specific Task Order.

B. Work shall be commenced on this project in an overall effort to have project documents ready for bid by the end of 2026.

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. Evaluate and provide a list of in-operable water system valves along the project route.
2. Televise the storm sewer and sanitary sewer along the project route and provide list of areas in need of repair, if any.
3. Complete geotechnical investigation and provide report of findings.
4. Deliver and coordinate easement acquisitions with landowners as necessary.

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6. TASK ORDER SCHEDULE

A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: **Not Applicable**

B. The terms of payment are set forth in Article 4 of the Main Agreement.

C. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Preliminary Engineering Services	**$106,866**	**Hourly Rate**
1.01 Project Management	$6,405	**Hourly Rate**
1.02 Site Survey and Data Collection	$10,296	**Hourly Rate**
1.03 Environmental Documentation	$18,765	**Hourly Rate**
1.04 Public Involvement	$13,170	**Hourly Rate**
1.05 Traffic Operations Study	$11,510	**Hourly Rate**
1.06 Construction Plans, Specifications, and Estimates	$46,720	**Hourly Rate**
TOTAL COMPENSATION	**$106,866**	

D. 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. 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 Compensation* amount unless approved in writing by the Owner.

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

A. Work that may be subcontracted and the proposed subcontractors include the following. Agreements have not been reached with subconsultants to date, so this list is subject to change.

1. Cultural Resource Study – Beaver Creek Archaeology
2. Aquatic Resource Study – Beaver Creek Archaeology
3. Lighting System Design, Specifications, and Plan Sheets – Prairie Engineering

B. If subconsultants are used, Engineer will notify City's Designated Representative prior to authorizing subcontracts. Subconsultant fees, if applicable, shall be included in the Total Compensation amount noted above. Subconsultant fees will be charged according to Section 4.05 of the Main Agreement

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8. 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

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

OWNER: **City of Dickinson, ND**	ENGINEER: **Highlands Engineering & Surveying, PLLC**
By:	By:
Print Name:	Print Name: KC Homiston, PE/LS
Title:	Title: Principal
Date:	Date:
	Engineer's License or Firm's Certificate No. (if required): COCP #805
	State of: North Dakota
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name:	Name: Andrew Schrank, PE, CFM
Title:	Title: Project Manager / Principal
Address:	Address: 319 24th St E, Dickinson, ND 58601
E-Mail Address:	E-Mail Address: schrank@highlandseng.com
Phone:	Phone: 701-483-2444

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EXHIBIT A—ENGINEER'S SERVICES UNDER TASK ORDER

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Article 1— BASIC SERVICES 1
1.01 Project Management 1
1.02 Site Survey and Data Collection 1
1.03 Environmental Documentation 1
1.04 Public Involvement 2
1.05 Traffic Operations Study 2
1.06 Constructions Plans, Specifications, and Estimates 2

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 Project Management

A. See Main Agreement, Paragraph 1.03.

1.02 Site Survey and Data Collection

A. Research the necessary boundary and easement documents affecting the property.

B. Submit a one-call locate request to locate utilities within and adjacent to the site.

C. Collect locations, size, and elevations of water, sanitary sewer, storm sewer, and street public infrastructure within and around the site.

D. Establish site survey control.

E. Collect topographic data for the site and immediately surrounding areas.

F. Complete a survey of the pavement, sidewalk, curb and gutter, and signage.

G. Complete a field analysis of the existing pavement condition.

1.03 Environmental Documentation

A. Complete Section 106 Coordination Form and submit to NDDOT NDDOT Local Government Division contact for the project.

B. Complete a Class I Cultural Resource Inventory.

C. Provide Aquatic Resource Delineation for the project area.

D. Prepare and send Solicitation of Views letters to appropriate entities. Collect responses and provide responses to inquiries as necessary.

E. Complete Section 7 Endangered Species Analysis.

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F. Prepare a Project Concept Report, assumed to be a Documented Categorical Exclusion (DCE), for review and approval by the NDDOT Local Government Division and FHWA.

1.04 Public Involvement

A. Schedule and coordinate a public input meeting to discuss the project scope.

B. Prepare pre-recorded presentation describing the proposed project.

C. Prepare public input meeting advertisement and press release. Submit documents to the local newspaper for publishing.

D. Prepare meeting notice for posting on City Website and Facebook page.

E. Provide public input meeting documents to include:

1. Sign-in sheet
2. Title VI Survey Forms
3. Comment cards
4. Meeting handout to briefly describe the project
5. NDDOT Stormwater Brochure and Poster
6. NDDOT Information Highway and Street Projects Brochure

F. Provide instructions for submitting comments and collect and organize comments received from the public.

G. Provide responses to public comments as applicable.

H. Incorporate public comments into a public involvement report including a summary of how comments were addressed, if applicable.

1.05 Traffic Operations Study

A. Review traffic operations study previously completed by KLJ. The turn lane warrants and capacity analysis completed in this study are assumed to be adequate for the proposed project's traffic operations study and will be referenced for this project.

B. Complete additional traffic analysis as required by the NDDOT Design Manual for the project corridor that was not included in the above-mentioned report to include the following:

1. Crash History and Analysis
2. Sight Distance Analysis
3. Roadway Geometry Analysis
4. Access Management Analysis

1.06 Constructions Plans, Specifications, and Estimates

A. Prepare Plan Drawings, Specifications, and Construction Cost Estimates for the proposed project improvements.

1. Plans will generally follow NDDOT format.

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2. Specifications will generally follow the current NDDOT Specifications. Changes that may be appropriate will be addressed by Plan Notes or Supplemental Specifications.

3. Preliminary Project submittals are assumed to be provided at ±20%, 50%, and 90% completion of this project phase. Meeting will be held with the Owner for review and comment of the documents at each of these project phases.

B. Identify utility conflicts, prepare utility conflict plans to denote proposed conflicts, and coordinate with affected utility companies to notify them of the conflicts and proposed project improvements.

C. Prepare Supplemental Design Data in accordance with the NDDOT Design Manual for project Bidders.

D. Coordinate with NDDOT as necessary for project bidding and addendum.

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EXHIBIT B—TASK ORDER DELIVERABLES SCHEDULE

The following is the approximate project schedule that will be generally followed for this project. The main goal of this schedule is to have the project bid ready by the end of 2026.

TASKS AND MILESTONES		2026										
		Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Contract Award and Commencement	2/1/26	◆										
Site Survey and Data Collection	4/18/26	◆		◆								
Traffic Operations Study	7/18/26			◆			◆					
NEPA Environmental Documentation	10/17/26			◆						◆		
Construction Plans, Specifications, & Estimate	12/18/26			◆								◆
- 90% PS&E	10/17/26			◆						◆		
- Final PS&E, Certifications, and Permits	12/18/26									◆		◆
Project Management	12/18/26	◆										◆

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CITY OF Dickinson North Dakota

Engineering Memorandum

January 15, 2026

RE: January 20th City Commission Meeting

202611 – FAIRWAY ST – STATE AVE TO 13TH AVE W PROJECT TASK ORDER AWARD TO HIGHLANDS ENGINEERING & SURVEYING, PLLC

For your consideration is a task order with Highlands Engineering & Surveying, PLLC to perform engineering services for the City of Dickinson Project Number 202611, the Fairway Street from State Avenue to 13th Avenue West project for a time and materials fee as specified in the task order of **$106,866.00**. This task order is in reference to the proposal received through a request for proposal where seven proposals were received. Highlands Engineering & Surveying, PLLC scored the highest score based on their proposal for the project. The City Attorney has reviewed this task order with no comments.

The scope of work included in this task order are; preliminary engineering and field survey/data collection, environmental documents to meet North Dakota Department of Transportation (NDDOT) requirements, public involvement with key stakeholders identified, traffic operations study in collaboration with City Project Number 202614 – Various Intersection Analysis, and the construction plans, specifications, and estimates for the mill and overlay and street lighting. The proposed schedule shows an early December 2026 project bid ready date to be submitted to the NDDOT.

The fee estimate includes a full scope of work for the environmental documents. The City of Dickinson and Highlands Engineering & Surveying, PLLC staff will work in collaboration with the NDDOT to try to reduce the scope of work to a more simplified version of the environmental documents which is more similar to a checklist. If this is accepted by the NDDOT, we anticipate a substantial cost and time savings for this scope of work.

The project was included on the 2026 Capital Improvement Plan budget.

The City Engineering and Public Works staff recommends approval.

202611 – Fairway St – State Ave W to 13th Ave W Project

Street Blocks Included in Project

St_Name	Fr_Street	To_St	Seg_Length (ft)	Seg_Area (sq ft)	PCI
FAIRWAY ST	13TH AVE W	STATE AVE N	1,448	78,192	62.9

CITY OF Dickinson North Dakota

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the specific Agreement between Owner and Engineer, and the controlling Laws and Regulations.

EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition, is published in four parts: (1) the Main Agreement (general provisions governing all Task Orders)(see below); (2) the Exhibits to Main Agreement; (3) the Task Order Form; and (4) the Exhibits to Task Order. The Main Agreement contains a Guidelines for Use section that pertains to all four parts of E-505.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES— TASK ORDER EDITION

MAIN AGREEMENT

Prepared by

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES—TASK ORDER EDITION

MAIN AGREEMENT

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES—TASK ORDER EDITION

MAIN AGREEMENT

This Main Agreement is a part of the Agreement between **City of Dickinson, North Dakota** (Owner) and **Apex Engineering Group, Inc.** (Engineer). Other terms used in the Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Main Agreement sets forth the general terms and conditions that apply to all duly executed Task Orders.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 General

A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project, or for a portion of a Specific Project.

B. The Main Agreement is not a commitment by Owner to issue any Task Orders.

C. Engineer will not be obligated to perform any prospective Task Order unless and until (1) Owner and Engineer agree to the particulars of the assignment, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters, and include such particulars in the Task Order, and (2) Owner and Engineer both sign the Task Order.

D. Each duly executed Task Order will be subject to the terms and conditions of (a) this Main Agreement; (b) the Main Agreement's exhibits; (c) any executed written amendments of the Main Agreement (see Exhibit C); (d) the specific Task Order itself; (e) the specific Task Order's exhibits; and (f) any amendments or modifications of the specific Task Order.

1.02 Task Order Procedure

A. The general recommended format of a Task Order is presented in the accompanying Task Order Form. Commonly-used Task Order exhibits are presented in the accompanying Exhibits to Task Order document.

B. Each specific Task Order will indicate:

1. Project Background Data;
2. Specific services to be performed by Engineer ("Scope"), including key deliverables;
3. Additions or Modifications to Owner's Responsibilities;
4. Task Order Schedule;

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5. Engineer's Compensation for Task Order; and

6. Primary Subconsultants, if any.

C. With respect to the Engineer's scope of services under a specific Task Order, each specific Task Order will either (1) be accompanied by and incorporate an Exhibit A, "Engineer's Services Under Task Order," and Exhibit B, "Deliverables Schedule," prepared for the specific Task Order, or (2) state a customized scope of services and deliverables schedule in the Task Order document itself or in an attachment.

D. Upon signature of the Task Order by both parties (but no earlier than the Effective Date of the specific Task Order), Engineer will commence performance and furnish, or cause to be furnished, the services authorized by the Task Order.

E. Task Orders may be amended as set forth in Paragraph 8.05.B of this Main Agreement.

1.03 Management of Engineering Services

A. All phases of Engineer's services under each Task Order will include management of Engineer's Specific Project responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.

1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:

a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in Exhibit B to Task Order.

b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.

c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.

2. Develop and submit detailed work plans from Exhibit A to Task Order tasks.

3. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.

4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Specific Project that may affect, or be affected by, Engineer's services or resulting construction.

5. Prepare and submit periodic engineering services progress reports to the Owner. Include a summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.

6. Special Invoicing: In addition to, or as a substitute for, Engineer's standard invoicing, for each invoice provide the specified additional information or documentation, following the invoicing procedures indicated: Not Applicable

7. Conduct ongoing management tasks, including:

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a. Maintaining communications records and files pertaining to or arising from Engineer's services;

b. With respect to Engineer's services and other directly relevant parts of the Specific Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and

c. Preparing agendas prior to and minutes following all Engineer-led meetings.

B. Unless a different standard is expressly set forth in a specific Task Order, in all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with Engineer's CAD standards, using AutoCAD Civil 3D software.

C. The source documents for the draft and final Specifications in all phases of Engineer's services will be Engineer's standard specifications or Owner's standard specifications (project depended), unless a different source document is expressly identified in the specific Task Order.

1.04 Sequencing and Coordination

A. For each Task Order, the Work to be designed or specified by Engineer, upon which the Engineer's scope has been established, will be performed or furnished under one prime Construction Contract, unless specified otherwise in the Task Order.

B. If the Work designed or specified by Engineer under a specific Task Order is to be performed or furnished under more than one prime Construction Contract, or if Engineer's services are to be separately sequenced with the work of one or more of Owner's consultants or contractors (such as in the case of fast-tracking), then:

1. the Task Order's Deliverables Schedule will account for the need to sequence and properly coordinate Engineer's services as applicable to the Work under the Construction Contracts; or

2. If the Task Order does not address such sequencing and coordination, then Owner and Engineer will jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order, whether the work under such contracts is to proceed concurrently or sequentially.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Application of Owner's Responsibilities

A. The responsibilities of Owner set forth in Article 2 apply to each Specific Project and each specific Task Order. Supplemental responsibilities of Owner applicable only to a specific Task Order may be stated in the specific Task Order.

2.02 Project Information

A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of the Specific Project, including Owner's:

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1. design objectives and constraints;
2. space, capacity, and performance requirements;
3. flexibility and expandability needs;
4. design and construction standards;
5. budgetary limitations; and
6. any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

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

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Surveys, Mapping, and Utility Documentation.
4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
7. Data or consultations as required for the specific Task Order but not otherwise identified in this Agreement.

C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

D. If a specific Task Order requires Engineer to assist Owner in collating the various cost categories that comprise Total Project Costs, Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice).

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E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications prepared or furnished under a Task Order will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.

F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A to Task Order.

G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Specific Project.

2.03 Owner's Instructions Regarding Bidding and Construction Contract Documents

A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:

1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in draft Construction Contract Documents;

2. insurance and bonding requirements;

3. protocols for electronic transmittals during bidding and construction;

4. Owner's safety and security programs applicable to Contractor and other Constructors;

5. diversity and other social responsibility requirements;

6. bidding and contract requirements of funding, financing, or regulatory entities;

7. other specific conditions applicable to the procurement of construction or contract documents;

8. any other information necessary for Engineer to assist Owner in preparing, for each Specific Project, bidding-related documents (or requests for proposals or other construction procurement documents) and Construction Contract Documents.

B. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise) and other engineering or technical matters.

1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. Owner shall place and pay for advertisements for Bids in appropriate publications.

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2.04 Owner-Furnished Services

A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for each Specific Project:

1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.

3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.

B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for each Specific Project.

D. With respect to the portions or phases of each Specific Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:

1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and

2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Specific Project.

E. Owner may delegate to a Contractor or others the responsibilities set forth in Paragraphs 2.04.C and D.

2.05 Owner's General Responsibilities

A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement and under each Task Order.

B. Owner will provide Engineer with Owner's budget for each Specific Project, including type and source of funding to be used and will promptly inform Engineer if the budget or funding sources change.

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C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement and under each Task Order.

D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement and under each Task Order.

E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.

F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement or any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement or any Task Order, subject to any express limitations or reservations applicable to the furnished items.

G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to a Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, then Owner shall define and set forth, in an exhibit to the governing Task Order, the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

J. Owner shall:

1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.

a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.

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b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.

3. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of each Task Order, as required.

4. Perform or provide the following:

a. All other Owner responsibilities expressly identified in any Task Order, not otherwise set forth in this Agreement.

2.06 Payment

A. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4.

ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES

3.01 Term

A. This Agreement will be effective and applicable to Task Orders issued hereunder for **five (5)** years from the Effective Date of the Agreement.

B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 Commencement

A. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

3.03 Time for Completion

A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order.

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

C. If Owner authorizes changes in the scope, extent, or character of a Specific Project, or of Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

D. If the Contract Times to complete the Work under a Construction Contract are extended beyond the period stated in the governing Task Order, Owner will pay Engineer for the additional services, as agreed upon by the parties, during the extension based on the Standard Hourly Rates Method of Payment.

E. If Engineer fails, for reasons within the control of Engineer, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

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ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices; the terms of any progress reporting and special invoicing requirements in Paragraph 1.03, or as otherwise required in Exhibit A to the Task Order; and with the applicable terms of Appendix 1 to Main Agreement, Reimbursable Expenses Schedule, and Appendix 2 to Main Agreement, Standard Hourly Rates Schedule. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.

B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion, subject to the terms of Article 4. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.

C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and

2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.

D. Sales or Use Taxes: If after the Effective Date of a Task Order any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of this Main Agreement and the specific Task Order.

4.03 Basis of Compensation

A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services must be identified in each specific Task Order (Task Order Form, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.

B. The three following bases of compensation are used for services under Task Orders, as identified in each specific Task Order:

1. Lump Sum (plus any expenses expressly eligible for reimbursement)

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2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)

3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

C. The terms and conditions applicable to each of the three compensation methods are set forth in Paragraph 4.04.

4.04 Explanation of Compensation Methods

A. Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.

2. The Lump Sum will include compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Engineer's Subcontractor and Subconsultant charges.

3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges):

a. To be identified in each specific Task Order, as applicable

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services completed during the billing period to the Lump Sum.

B. Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph 4.05 below, and Appendix 1.

2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Agreement as Appendices 1 and 2.

4. The total estimated compensation for the specified category of services will be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).

5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus

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reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).

6. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

4.05 Reimbursable Expenses

A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount includes the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Engineer's Subcontractor and Subconsultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in Paragraph 4.04.A.3 above.

B. Expenses eligible for reimbursement under the Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order:

1. Transportation (including mileage), lodging, and subsistence incidental thereto;

2. Providing and maintaining field office facilities including furnishings and utilities;

3. Toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items;

4. Consultant charges; and

5. Other expenses identified in Appendix 1.

C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Standard Hourly Rate methods must be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.

D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer which are not included in Appendix 1, Reimbursable Expense Schedule, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of **1.10**.

E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges will be the amount billed by such Consultants to Engineer times a factor of **1.10**.

F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

4.06 Other Provisions Concerning Payment

A. Estimated Compensation Amounts

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1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination for Owner's convenience of Engineer's services under the Task Order. Upon notice, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services under the Task Order for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer will be paid for all services rendered.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical

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accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

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

D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Compliance with Laws and Regulations, and Policies and Procedures

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date of the Task Order to Laws and Regulations,

   b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures, and

   c. changes after the Effective Date of the Task Order to Owner-provided written policies or procedures.

F. General Conditions of Construction Contract: The general conditions for any construction contract documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in this Agreement.

G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under a specific Task Order, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.

H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence the Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.

I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means,

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methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.

L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

M. Engineer's services do not include providing legal advice or representation.

N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Specific Project is completed.

1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project.

2. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

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

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

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

B. If Engineer, at Owner's request, verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.03 Electronic Transmittals

A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, all correspondence, Documents, text, data, drawings, information, and graphics related to each Specific Project, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).

1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP or in a specific Task Order.

2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.

B. If this Agreement does not include Exhibit F, or a specific Task Order expressly excludes the application of Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.

C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.

D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G.

B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:

1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;

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2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and

4. not seek contribution from insurance maintained by the additional insured.

C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.

D. Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation made available for review under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.

E. All construction contracts entered into by Owner with respect to a Specific Project must require builder's risk or similar property insurance.

F. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

G. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and

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replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

H. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so, requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements. Any changes to Insurance Requirements will be documented and agreed upon in an approved task order or contract amendment.

6.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services under a specific Task Order for up to 90 days upon 7 days' written notice to Engineer.

2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under a Task Order:

a. if Owner has failed to pay Engineer for invoiced services and expenses under that Task Order, as set forth in Paragraphs 4.02.B and 4.02.C;

b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or

c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under the Task Order.

3. A suspension under a specific Task Order, whether by Owner or Engineer, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. Termination for Cause—Task Order

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

a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate a Task Order for cause upon 7 days' written notice:

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a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

b. if the Engineer's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or

c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.

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

C. Termination for Cause—Main Agreement: In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon 7 days' notice Engineer may terminate this Main Agreement and all Task Orders.

D. Termination for Convenience by Owner: Owner may terminate a Task Order or this Main Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.

E. Effective Date of Termination: If Owner terminates the Main Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. Engineer shall be entitled to compensation for such tasks.

F. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services that have been performed or furnished in accordance with this Main Agreement and the specific Task Order, and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.

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

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

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6.06 Successors, Assigns, and Beneficiaries

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Main Agreement and any Task Order issued under this Main Agreement.

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

C. Unless expressly provided otherwise in this Main Agreement:

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

2. Nothing in this Main Agreement or in any Task Order will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in all Construction Contracts associated with this Main Agreement and its Task Orders.

6.07 Dispute Resolution

A. Should any disputes arise regarding the Main Agreement or any Task Order, the parties shall be entitled to pursue any remedies available to them under North Dakota law.

6.08 Controlling Law; Venue

A. This Main Agreement and all Task Orders (unless expressly stated otherwise) are to be governed by the Laws and Regulations of the state in which the principal office of the Owner is located: North Dakota.

B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of Owner's principal office; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which Owner's principal office is located.

6.09 Environmental Condition of Site

A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order), Owner represents to Engineer that, as of the Effective Date of the Task Order, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

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B. Undisclosed Constituents of Concern. For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.

1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.

2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.

3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.

C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that for all Task Orders the Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Specific Project adversely affected thereby until such portion of the Specific Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

E. If the presence at a Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under a specific Task Order, then:

1. if the adverse effects do not preclude Engineer from completing its Specific Project services in general accordance with the Task Order on unaffected or marginally affected portions of the Specific Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Task Order will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or

2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its Specific Project services without significant changes to the scope

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of services, time of completion, and compensation, then Engineer may terminate the Task Order for cause on 7 days' written notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by the Engineer not meeting the professional standard of care required for registered professional engineers and engineering companies in the State of North Dakota. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

B. Environmental Indemnification: Only to the extent permitted under North Dakota law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under a Site, provided that:

1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and

2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

C. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

D. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way

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related to this Agreement, any Task Order, or a Specific Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

A. Notices: Any notice required under this Main Agreement or a Task Order will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All notices must be effective upon the date of receipt.

B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Main Agreement or in a Task Order will survive completion or termination for any reason.

C. Severability: Any provision or part of the Main Agreement or any Task Order held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.

D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Main Agreement and any Task Order will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Specific Project is not completed, then no later than the date of Owner's last payment to Engineer under the applicable Task Order.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (as defined herein), terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

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2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of a specific Task Order.

3. Agreement—This written contract for professional services between Owner and Engineer, including the Main Agreement, all exhibits and appendices to the Main Agreement identified in Paragraphs 8.01 and 8.02, all duly executed amendments, and all Task Orders, including all exhibits and duly executed amendments to such Task Orders.

    a. Main Agreement—See definition at Paragraph 7.01.A.28 below.

4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of a specific Task Order.

6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.

7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

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

10. Construction Contract—The entire and integrated written contract between the Owner and Contractor concerning the Work.

11. Construction Contract Documents—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract. See also definition of "Front-End Construction Contract Documents" below.

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12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

14. Construction Cost—The cost to Owner of the construction of those portions of a Specific Project designed or specified by or for Engineer under a Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to a Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

16. Contractor—The entity or individual with which Owner enters into a Construction Contract.

17. Documents—All documents expressly identified as deliverables in this Main Agreement or in any Task Order, whether in printed or Electronic Document form, required to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.

18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. Effective Date of the Main Agreement—The date indicated in this Main Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Main Agreement is signed and delivered by the last of the two parties to sign and deliver.

20. Effective Date of the Task Order—The date indicated in a specific Task Order on which the Task Order becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.

21. Electronic Document—Any Specific Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

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22. Electronic Means—Electronic mail (email), upload/download from a secure Specific Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

23. Engineer—The individual or entity named as such in this Main Agreement.

24. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to a Specific Project as an independent contractor.

25. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

26. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.

27. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

28. Main Agreement—The portion of the Agreement containing the general terms and conditions of the contract between Owner and Engineer, applicable to all Task Orders, including but not limited to provisions regarding task order procedures, Owner responsibilities, invoice and payment procedures, standard of care, ownership of documents, suspension and termination, and definitions.

29. Owner—The individual or entity named as such in this Main Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.

30. Record Drawings—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

31. Resident Project Representative—As authorized by a specific Task Order, the representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR)

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includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR (if any) will be as set forth in each Task Order.

32. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

33. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

34. Site—Lands or areas to be indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

35. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

36. Specific Project—A specifically identified and defined total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.

37. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to a Specific Project as an independent contractor.

38. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

39. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

40. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract

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Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

42. Task Order—A document executed under this Main Agreement by Owner and Engineer (including incorporated exhibits and amendments if any), stating the scope of services, Engineer's compensation, times for performance of services, and other relevant information.

43. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.

44. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

45. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

46. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

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ARTICLE 8—EXHIBITS AND APPENDICES TO MAIN AGREEMENT; TASK ORDER FORM; EXHIBITS TO TASK ORDER; SPECIAL PROVISIONS

8.01 Exhibits to Main Agreement

The following exhibits are incorporated by reference and included as part of this Main Agreement, and as such are applicable to all Task Orders:

A. Reserved.

B. Reserved.

C. Exhibit C, Amendment to Main Agreement (form).

D. Reserved.

E. Reserved.

F. Exhibit F, Electronic Documents Protocol (EDP).

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution.

I. Exhibit I, Limitations of Liability.

8.02 Appendices to Main Agreement

A. The following appendices are incorporated by reference and made a part of this Main Agreement:

1. Appendix 1—Reimbursable Expenses Schedule

2. Appendix 2—Standard Hourly Rates Schedule

8.03 Resource Documents: Task Order Form and Exhibits to Task Order

A. The parties acknowledge the accompanying documents, "Part 3 of 4: Task Order Form" and "Part 4 of 4: Exhibits to Task Order." These documents are a resource for the parties' use when a specific Task Order is issued. To the extent practical and applicable to a Specific Project, the parties will use the Task Order Form and Exhibits to Task Order as the basis for preparing the specific Task Order and its exhibits. The Task Order Form and Exhibits to Task Order are not a part of this Main Agreement or binding on the parties except to the extent they serve as the basis for a duly executed Task Order and its exhibits.

8.04 Executed Task Orders and Their Exhibits

A. When a specific Task Order is duly executed by Owner and Engineer, the Task Order and its exhibits become an integral part of the Agreement, governed by the Main Agreement and its exhibits.

8.05 Total Agreement; Amendments to Main Agreement and Task Orders

A. This Agreement (as defined herein) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings.

B. Amendments:

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1. This Main Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Such written instruments should be based whenever possible on the format of Exhibit C to this Main Agreement.

2. Amendments and modifications to a Task Order may be made by execution of a new, expressly related Task Order, or by execution of a written amendment to the Task Order.

3. Nothing in any Task Order will be construed as revising or modifying the terms and conditions of the Main Agreement or its exhibits, except as expressly stated in such Task Order.

8.06 Designated Representatives

A. With the execution of this Main Agreement, Engineer and Owner shall each designate a specific individual to act as representative under the Main Agreement. Such an individual must have authority to execute Task Orders, transmit instructions, receive information, and render decisions with respect to this Main Agreement, on behalf of the party that the individual represents.

B. With the execution of each Task Order, Engineer and Owner shall each designate a specific individual to act as representative with respect to the Task Order. Such individual must have authority to transmit instructions, receive information, and render decisions with respect to the specific Task Order, on behalf of the party that the individual represents.

8.07 Engineer's Certifications

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.07:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.08 Conflict of Interest

A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer’s paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.

B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:

1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict

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of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

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This Main Agreement's Effective Date is January 20, 2026.

Owner:	Engineer:
City of Dickinson, ND	Apex Engineering Group, Inc.
(name of organization)	(name of organization)
By:	By: Mike Berg
(individual's signature)	(individual's signature)
Date:	Date: 1/13/25
(date signed)	(date signed)
Name:	Name: Mike Berg
(typed or printed)	(typed or printed)
Title:	Title: Vice President
(typed or printed)	(typed or printed)
Attach evidence of authority to sign.	Attach evidence of authority to sign.
Attest:	Attest:
(individual's signature)	(individual's signature)
Title:	Title: Vice President
(typed or printed)	(typed or printed)
Address for giving notices:	Address for giving notices:
Designated Representative:	Designated Representative:
Name: Joshua Skluzacek	Name: Scott Schneider
(typed or printed)	(typed or printed)
Title: Engineering – Community Development Director	Title: Project Manager
(typed or printed)	(typed or printed)
Address:	Address:
38 1st St. West	204 Sims St. – Suite 201
Dickinson, ND 58601	Dickinson, ND 58601
Phone: 701-456-7744	Phone: 701-264-3926
Email: joshua.skluzacek@dickinsongov.com	Email: scott.schneider@apexenggroup.com

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EXHIBIT A—RESERVED

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EXHIBIT B—RESERVED

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EXHIBIT C—AMENDMENT TO MAIN AGREEMENT

AMENDMENT TO MAIN AGREEMENT

Amendment No. **[Enter Amendment Number]**

Owner: **[Name of Owner]**
Engineer: **[Name of Engineer]**
Effective Date of Agreement: **[Effective Date of Main Agreement]**
Nature of Amendment: (Check those that apply)

☐ Modifications to responsibilities of Owner
☐ Modifications of payment to Engineer
☐ Modifications to term of Main Agreement
☐ Modifications to other terms and conditions of the Main Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.]

Owner and Engineer hereby agree to modify the above-referenced Main Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner	Engineer
_____ (typed or printed name of organization)	_____ (typed or printed name of organization)
By: _____ (individual's signature)	By: _____ (individual's signature)
(Attach evidence of authority to sign.)	(Attach evidence of authority to sign.)
Date: _____ (date signed)	Date: _____ (date signed)
Name: _____ (typed or printed)	Name: _____ (typed or printed)
Title: _____ (typed or printed)	Title: _____ (typed or printed)

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EXHIBIT D—RESERVED

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EXHIBIT E—RESERVED

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EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

Paragraph 6.03 of the Main Agreement is supplemented by the following Exhibit F Paragraph 1.01 and Exhibit F—Attachment 1: Software Requirements for Electronic Document Exchange:

1.01 Electronic Documents Protocol

A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals. References to “Project” will mean the Specific Project, or the facilities program or other combination of projects undertaken with Engineer’s involvement, as the case may be.

1. Basic Requirements

a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.

b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.

c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.

d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with Owner, Engineer, or any Contractor or other entity directly contracted with the Owner to furnish Project-related services. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the Owner or Engineer.

e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any

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applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or (3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.

2. System Infrastructure for Electronic Document Exchange

   a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.

      1) The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP is 10 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.

      2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

   b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

   c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

   d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its costs associated with the revisions to the EDP, delayed adoption of this exhibit, or implementation of other Electronic Documents protocols.

   e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless

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this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the Parties may rely for document archiving during the specified term of operation of such project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.

f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.

g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

B. Software Requirements for Electronic Document Exchange; Limitations

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.

a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

C. Format and Distribution of Deliverables

1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to Owner. Exhibit A of each specific Task Order identifies various Documents that Engineer is required to deliver to Owner as part of Engineer's services; Exhibit B of each specific Task Order is a schedule of such Documents. Engineer will transmit such Documents to Owner in the formats identified in Attachment 1 to this Protocol. If no specific format is identified for a deliverable Document, the format will be Portable Document Format (PDF).

2. If a Document will be distributed to third parties, such as prospective bidders and contractors, reviewing agencies, or lenders, the transmittal format for distribution will

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be as identified in Attachment 1 to this Protocol; provided, however, that if a format for distribution of a specific Document is expressly stated in a specific Exhibit A, then the Exhibit A format will take precedence. If no specific format is identified for distribution of a deliverable Document to third parties, the format will be Portable Document Format (PDF).

a. If a format for Document distribution other than Portable Document Format (PDF) is specified, Owner shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:

    1) The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely, and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third party's application, or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.

    2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or Owner arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.

    3) The third party shall indemnify and hold harmless Owner, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.

    4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction Contract Documents and any specific instructions or conditions established by Owner.

b. If Engineer is required to assist or participate in obtaining such releases from third parties, such services will be categorized as Additional Services.

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D. Requests by Project-Related Parties for Electronic Documents in Other Formats

1. Owner may release (or direct Engineer to release) an Electronic Document version of a Document prepared by or for Engineer, including but not limited to a deliverable Document as set forth in Exhibit F Paragraph 1.01.C, in a format other than those identified in Exhibit F Paragraph 1.01.B or 1.01.C of the Electronic Documents Protocol, or elsewhere in the Agreement, only if (a) a Contractor or other Project-related party (Requesting Party) makes a good faith request for such release, (b) Owner determines in its sole discretion that such release is prudent and will be beneficial to the Project, and (c) Owner obtains Requesting Party's written consent to the four conditions set forth in Exhibit F Paragraph 1.01.C.2.a.1-4 above.

2. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under this Exhibit F Paragraph 1.01.D are Additional Services. Such services may include but are not limited to preparing the data in a manner deemed appropriate by Engineer. Owner may require reimbursement from the Requesting Party for the cost of such Additional Services, but compensation by Owner to Engineer for the Additional Services is not contingent upon Owner obtaining reimbursement from the Requesting Party.

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EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Not Applicable

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EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Main Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

A. In accordance with Paragraph 6.04.A of the Main Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	$500,000
Each employee	$500,000
Policy limit	$500,000
Commercial General Liability	
General Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	$
Each Accident	$
Property Damage	
Each Accident	$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000
Excess or Umbrella Liability	
Each Occurrence	$1,000,000
General Aggregate	$1,000,000
Professional Liability	
Each Claim	$3,000,000
Annual Aggregate	$3,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	$
General Aggregate	$
Other Insurance [Specify]	
Each Claim	$
General Aggregate	$

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B. During the term of this Main Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.

C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.

D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

E. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

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EXHIBIT H—DISPUTE RESOLUTION - RESERVED

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EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph(s) 1.01, Mutual Indemnification; and 1.02, Limitation of Engineer's Liability:

1.01 Mutual Indemnification

A. Indemnification by Owner: Only to extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

1.02 Limitation of Engineer's Liability

A. Engineer's Liability Limited to Amount of Insurance Proceeds up to the Amount in Exhibit G: Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors (hereafter "Owner's Claims"), will be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to the Engineer's insurers or in settlement or satisfaction, in whole or in part, of Owner's Claims, and (2) total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's applicable insurance policies up to the amount of insurance required under this Agreement.

1. Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal.

2. For items that are not covered under the insurance requirements listed in Appendix I with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants,

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and Engineer's Subcontractors, to Owner and anyone claiming by, through, or under Owner, for any and all such uninsured Owner's Claims will not exceed $100,000.

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APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses are subject to review and adjustment on an annual basis. Rates and charges for Reimbursable Expenses as of the Effective Date of the Main Agreement are:

Car/Standard Vehicle		$ IRS Rate/Mile
Survey Vehicle		$1.00/Mile
4WD Pickup		$0.75/Mile
Field Vehicle		$110/Day
All-Terrain Vehicle		$100/Day
UAS Survey		$100/Day
Meals (Per Diem)		$45/Day
Lodging		At Cost
Field Supplies		At Cost
Printing:	8 ½ x 11 – color or b/w	$.10/Each
	11 x 17 – color or b/w	$.15/Each
	Wide Format – color or b/w	$0.35/ft^2

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APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in the Agreement and the governing Task Order.

3. The Standard Hourly Rates are subject to annual adjustment.

B. Schedule: Hourly rates for services performed on or after the date of the Agreement are:

Classification	Hourly Rate
Principal Engineer	$260
Senior Engineer II	$247
Senior Engineer I	$235
Lead Engineer	$220
Design Engineer II	$204
Design Engineer	$190
Project Engineer	$169
Graduate Engineer	$155
Senior Environmental Engineer	$250
Lead Environmental Engineer	$225
Environmental Engineer	$208
Graduate Environmental Engineer	$166
Survey Manager	$209
Sr. Survey Crew Chief	$196
Survey Crew Chief	$183
Surveyor II	$157
Surveyor I	$131
Survey Technician	$123
Operations Specialist	$209
Lead Environmental Planner	$200
Environmental Planner	$159
Right-of-Way Specialist	$192
Lead Infrastructure Funding Specialist	$186
Senior Engineering Technician	$168
Lead Engineering Technician	$152
Engineering Technician III	$134
Engineering Technician II	$127
Engineering Technician I	$116
GIS Coordinator	$175
GIS Analyst II	$140
GIS Analyst	$134
GIS Technician	$134
Support Staff III	$137
Support Staff II	$126
Support Staff I	$119

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CITY OF Dickinson North Dakota

Engineering Memorandum

January 14, 2026

RE: January 20th Commission Meeting

MASTER SERVICE AGREEMENT WITH APEX ENGINEERING GROUP, INC.

For your consideration is a master service agreement (MSA) with Apex Engineering Group, Inc. utilizing the Engineers Joint Contract Documents Committee (EJCDC) form. This is an update to their existing MSA which was executed in January 2018 utilizing a prior version of the EJCDC form. Some of the key changes from the prior version to the new version of the EJCDC form are: updated/increased insurance limits, minor changes and updates to the standard language for the terms and conditions, and the use of documents. The benefits of having a MSA versus providing individual project contracts are; consistent terms and conditions regardless of the project, clarity to the obligations and rights of both parties which reduces potential conflicts, and reduced review time by staff for future project contracts. The City Attorney has reviewed the document.

The City Engineering staff recommends approval.

TASK ORDER NO. 2026-1

This is Task Order No. **2026-1**, consisting of 4 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:	**January 20, 2026**
b.	Owner:	**City of Dickinson, ND**
c.	Engineer:	**Apex Engineering Group, Inc.**
d.	Specific Project (title)	**2027 Watermain Replacement Project**
e.	Specific Project (description):	Project to replace existing cast-iron watermains and lead service lines. A 2027 project will include the following areas: • 2nd Ave E from 3rd St to 7th St • 1st Ave E from 2nd St to 7th St • 1st Ave W from 3rd St to 6th St • 2nd Ave W from 2nd St to 7th St • Park Ave from 6th St to 7th St • 4th St W from 2nd Ave to 3rd Ave • 7th St E from Sims St to 1st Ave. • All service lines will be replaced from the main to the curb stop and lead service lines will also be replaced as part of the project from the curb stop to the meter. Project will include street rehabilitation as directed by the City and replacement of concrete curb and gutter and sidewalks. A Special Improvement District will be set up for sidewalk and driveway improvements.

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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.

3. SERVICES OF ENGINEER ("SCOPE")

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

Exhibit A to Task Order, "Engineer's Services for Task Order," as attached to this specific Task Order.

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.

4. TASK ORDER SPECIFIC INSURANCE LIMITS

A. Professional Liability for Annual Aggregate shall not be less than $4,000,000.

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: Geotechnical Exploration and Recommendations and Easement Acquisition

6. TASK ORDER SCHEDULE

A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule:

Date	Action / Milestone
January 2026	Task Order Approval
April 2026	Field Survey
June 2026	Preliminary Engineers Report for Special Improvement District
August 2026	Preliminary Plans
October 2026	Final Plans/Bidding

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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. Study, Preliminary and Final Design Services	$474,400	Hourly
b. Bidding Phase	$18,300	Hourly
TOTAL COMPENSATION	$492,700	
3. Additional Services under Section 2.D above	(N/A)	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.

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

A. None

9. EXHIBITS AND ATTACHMENTS:

A. Exhibit A to Task Order—Engineer's Services Under Task Order

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Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

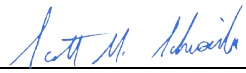
OWNER:	ENGINEER:
By:	By: 
Print Name:	Print Name: Scott M. Schneider
Title:	Title: Vice President
	Engineer's License or Firm's Certificate No. (if required): COCP #975
	State of: North Dakota
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: Joshua M. Skluzacek, PE	Name: Scott M. Schneider
Title: Engineering & Community Development Director	Title: Project Manager
Address: 38 1st St. W Dickinson, ND 58601	Address: 204 Sims St. – Suite 201 Dickinson, ND 58601
E-Mail Address: joshua.skluzacek@dickinsongov.com	E-Mail Address: scott.schneider@apexenggroup.com
Phone: 701-456-7715	Phone: 701-264-3926
Date:	Date: 1/13/2026

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EXHIBIT A—ENGINEER'S SERVICES UNDER TASK ORDER

Exhibit A Table of Contents

Article 1— BASIC SERVICES 1
1.01 Management of Engineering Services 1
1.02 Study and Report Phase 1
1.03 Preliminary Design Phase 4
1.04 Final Design Phase 8
1.05 Bidding/Proposal Phase 12
Article 2— ADDITIONAL SERVICES 13
2.01 Additional Services Not Requiring Owner's Written Authorization 13
2.02 Additional Services Requiring Owner's Written Authorization 14

Article 1 of the Main Agreement, Services of Engineer, is supplemented to include the following provisions:

Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE 1—BASIC SERVICES

1.01 Management of Engineering Services

A. See Main Agreement, Paragraph 1.03.

1.02 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of the Owner-identified potential solutions listed here:

1) **Special Improvement District for sidewalk and driveway improvements.**

b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.

c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify **one** alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.

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2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Assess initially available Specific Project information and data, including the Baseline Information set forth at the beginning of this Exhibit A.
6. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related information and data, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
7. After consultation with Owner, recommend the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.
8. Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Specific Project to be designed or specified by Engineer, including but not limited to impacts and mitigating measures identified in previously prepared environmental assessments for the Specific Project provided to the Engineer or being concurrently prepared for Owner by others.
9. Advise the Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement, for use in Specific Project design, or in preparation for Contractor selection and construction.
10. Assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface conditions at the Site; innovative design, contracting, or procurement strategies; project delivery method; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph will be referred to in Exhibit A as "Specific Project Strategies, Technologies, and Techniques."
11. Assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions, plan for the inclusion of sustainable features in the design.
12. Review with Owner the thresholds established in applicable codes, standards, and design criteria specifically governing the ability of the proposed facilities or improvements to perform, and to absorb or avoid damage without suffering complete or substantial failure. As part of the review, identify additional risk assessment studies or tools that are available to evaluate the susceptibility of the facilities or improvements to natural and man-made events beyond the applicable established thresholds. Upon Owner request, as an additional service, perform additional risk assessment studies or tools to further evaluate system resiliency beyond the applicable established thresholds.

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13. Utilities, including Underground Facilities

    a. Review any utility mapping and surveys and other utilities documentation made available by Owner. Take note of observable utilities during Site visit.

    b. Identify, in a preliminary manner and to the extent determinable by such mapping or other information provided by Owner, and by observations at the Site, those utilities (whether above-ground utilities of any type, or Underground Facilities) likely to be affected by the Specific Project construction and additional utility facilities or extensions that will be needed to serve the Specific Project.

    c. If the impact on existing utilities or the need for additional utility facilities or extensions cannot reasonably be determined in a preliminary manner from mapping or other information provided by Owner, or such information was not available from Owner, then assist Owner in evaluating the need to either obtain additional utility mapping and utility documentation during the Study and Report Phase, or undertake other alternative approaches and contingencies to account for utility uncertainties in this phase.

    d. Advise Owner of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate, and manage the impact of the Specific Project (including any additional utility facilities or extensions needed to serve the Specific Project) on existing utilities.

    e. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner regarding the extent and identification and mapping of existing Underground Facilities during the design and construction phases.

        1) If Owner has retained a land surveyor, utility engineer, or utility consultant, collaborate with such individuals or entities regarding the application of ASCE 38.

14. Inquire regarding survey methodologies and technologies that would aid in addressing Owner's Specific Project requirements. Develop a scope of work and survey limits for any topographic and other surveys necessary for design. For recommended survey deliverables, specify a) required technical specifications; b) pertinent datum; c) survey limits, and d) formats of deliverables. Collaborate with land surveyor, when separately retained by Owner or third party, to develop such scope of work.

15. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s).

    a. For each recommended solution, Engineer will separately tabulate Total Project Cost, itemizing those items and services included within the definition of Total Project Costs.

    b. Engineer will meet with Owner to discuss the draft Report and receive Owner's comments.

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16. Perform or provide the following other Study and Report Phase tasks or deliverables:

    a. **Preliminary Engineers Report for Special Improvement District**

17. Furnish the Report and any other Study and Report Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.

18. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the final Report (as revised) and any other Study and Report Phase deliverables.

1.03 Preliminary Design Phase

A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables (if Engineer's services under this Agreement included Study and Report Phase services); selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Specific Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, or enhanced resiliency of the design; indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Specific Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document in writing any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from the selected solution, related Specific Project Strategies, Technologies, or Techniques, sustainable design and resiliency instructions, specific modifications to the Specific Project, or changes, refinements, or supplementation of the Baseline Information.

B. Upon written authorization from Owner, Engineer shall:

1. Review and assess all available Specific Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.

2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data, for Engineer's use in the preparation of a Preliminary Design Phase.

3. Prepare a Preliminary Design Phase in the following format: **Preliminary Plans – 30% and 60%**

4. The Preliminary Design Phase will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, and written descriptions of the Specific Project. The Preliminary Design Phase will consider the following matters to the extent applicable to the Specific Project and as necessary to establish the basis of design for proceeding to final design and construction:

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a. The Specific Project concept, intent, performance criteria, desired outcomes, Owner's standards and Owner directed improvements and facility elements as established in the Study and Report Phase and as expressly set forth in the Baseline Information section of this Exhibit A (collectively the "Specific Project Goals").

b. Recommended appropriate design criteria for each primary portion and significant discipline of the design necessary to address the Specific Project Goals.

c. Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; Constituents of Concern; cultural, historical, and archaeological resources at the Site; wetlands information; and evaluations of flora and fauna that may be affected by the Specific Project.

d. The time schedule for completion of the Specific Project in accordance with Specific Project Goals, including any recommended changes to the time required to complete the Final Design Phase (as set forth in Exhibit B, Deliverables Schedule) and estimated schedule(s) for construction.

e. Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.

f. Revised opinions of probable Construction Cost.

g. The impact of Specific Project Strategies, Technologies, and Techniques, sustainable features, and enhanced resiliency selected by Owner for inclusion in the Specific Project on the Specific Project Goals, schedule and probable Construction Cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when the Specific Project Goals necessitate and Owner authorizes;

h. Construction Phase quality assurance and quality control needs affecting development of Drawings and Specifications and other Final Design and Bidding Phase documents.

i. The effect of permits and authorizations by other entities and utility coordination needs on the Specific Project.

j. Other matters and information pertinent to addressing the Specific Project Goals.

5. In preparing the Preliminary Design, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features and enhanced resiliency, as appropriate, pursuant to Owner's instructions.

6. Visit the Site as needed to prepare the Preliminary Design.

7. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types described in Article 2 are necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.

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8. Above-Ground Utilities

    a. Review above-ground utilities information obtained from Owner and from observations at the Site.

    b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.

    c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.

9. Underground Facilities

    a. Review Underground Facilities data furnished by Owner. Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner to jointly establish a procedure ("Underground Facilities Procedure") for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site, using ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as a basis for establishing such Underground Facilities Procedure.

    b. Such Underground Facilities Procedure must take into account the Site and the nature of the Specific Project.

    c. Use the Underground Facilities Procedure to aid in the performance of design services:

        1) Account for Underground Facilities, based on available information, when advancing the design during the Preliminary Design Phase.

        2) The Underground Facilities Procedure will include a plan to keep Underground Facilities information current as Engineer proceeds with the provision of design services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.

        3) To manage the potential impact of design changes on Underground Facilities, Engineer shall work together with Owner to modify or reapply the Underground Facilities Procedure as the design progresses and changes.

10. Mitigation of Utilities Conflicts

    a. Identify potential conflicts between the Specific Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed in Exhibit A Paragraphs 1.03.B.8 and 9 above, and advise Owner regarding the need for resolution of such conflicts with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.

    b. Update the Underground Facilities Procedure as necessary for any Underground Utilities conflicts and relocations.

    c. Working together with Owner, jointly identify which specific parties or other entities will be responsible for implementation of the various specific parts of the

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Underground Facilities Procedure (including those parts that address resolution of Underground Facilities conflicts), and for resolution of above-ground utilities conflicts. Such identification will take into account Owner's authority and standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.

1) To the extent that Owner and Engineer agree that in addition to performing the design-related obligations set forth in Exhibit A Paragraphs 1.03.B.8 and 9, Engineer will also implement any non-design part of the Underground Facilities Procedure (including resolution of Underground Facilities conflicts), or undertake resolution of above-ground utilities conflicts, such additional duties will be Additional Services under Article 2 of this Exhibit A.

11. Surveys, Topographic Mapping, and Utility Documentation

    a. Coordinate with Owner's utility engineer, utility consultant, or land surveyor for the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes, or by the Underground Facilities Procedure.

    b. If no scope of work and procedure for utility documentation has been established, selected, or authorized, then at a minimum Engineer will contact utility owners and obtain available information. Except as otherwise provided in this Agreement, Owner acknowledges that the information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed, and as to Engineer, bidders, and Contractor, the Owner accepts all associated risks. Owner reserves all associated rights as to recourse against the sources of such flawed information and against third parties.

12. Prepare initial draft of a comprehensive permit document that identifies Owner's permit duties, Engineer's permit duties, and Contractor's permit duties, and the schedule for permitting activities.

13. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement in Exhibit A Paragraph 1.03.A.

14. Obtain Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's Bidding/Proposal Documents and Front-End Construction Contract Documents.

    a. Also obtain copies of Owner's standard Bidding/Proposal Documents and Front-End Construction Contract Documents (if other than the EJCDC 2018 Construction Series documents), and any other related documents or content for Engineer to include in drafts of the Specific Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.

    b. Review Owner's instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Specific Project design,

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schedule and construction and address as needed in the Preliminary Design Phase deliverables.

15. Prepare the Preliminary Design Phase. This Phase will consist of, as appropriate, separate or combined submittals in whole or summary, the Preliminary Design Phase documents listed in Exhibit A Paragraph 1.03.B.4, and Engineer's findings and recommendations for advancing the Specific Project to the Final Design Phase (including Engineer's findings and recommendations, if any, regarding permitting, utilities, and Underground Facilities). The submittal will be in the format of a report, or otherwise organized and assembled for ease and practicality of use.

    a. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and on the basis of information furnished by Owner, assist Owner in tabulating the various cost categories which comprise Total Project Costs.

    b. Engineer will meet with Owner to discuss the draft Preliminary Design Phase submittal and receive Owner's comments.

16. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

    a. **30% Plans**

    b. **60% Plans**

17. Furnish the Preliminary Design Phase, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.

18. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

C. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase (as revised) and associated documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

1.04 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Specific Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Specific Project, or changes, refinements, or supplementation of the Baseline Information.

    1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **one**. If more

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prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.

3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more separate design professional consultants or prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding/Proposal, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.

B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase Report (as revised) and other Preliminary Design Phase deliverables. As part of the preparation of the Drawings and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows, pursuant to the Deliverables Schedule in Exhibit B:

1. First Final Design Phase draft of all Drawings and Specifications.

2. Second Final Design Phase draft of all Drawings and Specifications, addressing Owner comments and including appropriate design advancement.

3. Final Drawings and Specifications that address Owner comments; complete the design; are suitable for estimating and pricing by prospective Contractors; and are complete and ready for construction.

C. In preparing the Specifications (and any bidding, contract, or other documents that are part of Engineer's scope of services), Engineer shall obtain from Owner or Owner's legal counsel any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and the like, and comply with or account for such constraints in drafting Specifications, Bidding/Proposal Documents, and other Specific Project documents.

D. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:

1. Such documents will be based on the 2018 EJCDC Construction Documents, and on the specific bidding or Contractor selection-related instructions and forms, contract forms, text, or other content received from Owner.

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2. When Engineer is required to use other than the 2018 EJCDC Construction Documents, then as required in the Preliminary Design Phase Owner will furnish to Engineer a copy of the required documents to be used for the Specific Project's Bidding/Proposal Documents and Front-End Construction Contract Documents. Prior to the first Final Design Phase submittal, Engineer will review the bidding and contracting documents furnished by Owner and provide comments to Owner. Engineer will meet with Owner to discuss Engineer's comments. Owner will consider Engineer's recommendations to revise Owner's documents for the Specific Project.

3. Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.

E. During the Final Design Phase the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. This may include:

1. performing the services assigned to Engineer under the Underground Facilities Procedure described in Exhibit A Paragraph 1.03 above, including but not limited to the design-related tasks in Exhibit A Paragraph 1.03.B.9.

2. addressing required and proposed activities or mitigations identified in the analysis of utilities and by the Underground Facilities Procedure as having an impact on the final design, and considering such in preparing the Drawings and Specifications.

F. Engineer shall perform or furnish the following other Final Design Phase services:

1. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

2. Assist with or prepare applications for permits and approvals, as follows:

a. Update comprehensive permit document created in Preliminary Design Phase for Final Design detail.

b. Prepare the following applications for Owner's submittal to authorities having jurisdiction over the construction or operation of the Specific Project:

1) **ND Department of Environmental Quality**

c. Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction.

d. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above, including applications for review or approval of the final design.

e. Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.

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f. Unless expressly indicated otherwise, Engineer's scope and budget includes attending one meeting or conference call with each permit and approval-issuing agency to discuss the Specific Project and receive the agency's comments on the application.

g. Engineer does not guarantee issuance of any required permit or approval.

h. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.

3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the interim and final deliverables of the Drawings and Specifications.

4. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing specific protocols for the transmittal of Specific Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website.

5. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

6. Review the preliminary schedule for the Construction Phase and advise Owner when initial understanding of the Construction Contract Times must or should be revised, and furnish Owner with recommendations on revisions to the proposed Construction Contract Times.

7. Engineer's project manager and other appropriate staff will participate in the following meetings and conference calls:

a. First draft design review meeting at Owner's office.

b. Second draft design review meeting at Owner's office.

c. Engineer will prepare and distribute minutes of each such meeting and conference call, indicating attendees, topics discussed, decisions made, and action items for follow-up.

8. Perform or provide the following other Final Design Phase activities or deliverables:

a. **Final Plans and Specifications**

b. **ND Department of Water Resources Grant Application and Support**

G. Engineer shall complete the Final Design Phase as follows:

1. Pursuant to the requirements of the Deliverables Schedule in Exhibit B, furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications (as set forth in Exhibit A Paragraph 1.04.B.3 above); assembled drafts of other Construction Contract Documents including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost; and any other Final Design Phase deliverables, and review the deliverables with Owner.

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2. Revise the final Design Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

3. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications; assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.

1.05 Bidding/Proposal Phase

A. After acceptance by Owner of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other Final Design Phase deliverables, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work; assist Owner in issuing assembled Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; if applicable, maintain a record of prospective contractors to which documents have been issued; attend pre-bid conferences, if any; and receive and process contractor deposits or charges, if any, for the issued documents.

a. **Owner will use the Dickinson Press for advertising requirements and Engineer will use QuestCDN for distributing Bidding Documents.**

2. Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.

3. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Exhibit A Paragraph 2.01.A.2.

4. Attend the bid opening; prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.

5. Provide information or assistance needed by Owner in the course of any review of bids, proposals, or negotiations with prospective contractors.

6. Consult with Owner as to the qualifications of prospective contractors.

7. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

9. Perform or provide the following other Bidding/Proposal Phase tasks or deliverables:

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a. **Submit bidding documents to NDDEQ for SRF approval.**

10. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

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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CITY OF Dickinson North Dakota

Engineering Memorandum

January 14, 2026

RE: January 20th City Commission Meeting

2027 WATERMAIN REPLACEMENT PROJECT TASK ORDER AWARD TO APEX ENGINEERING GROUP, INC.

For your consideration is a task order with Apex Engineering Group, Inc. to perform engineering services for the City of Dickinson Project Number 202703, the 2027 Watermain Replacement project for a time and materials fee as specified in the task order of **$492,700.00**. This task order is in reference to the proposal received through a request for proposal where five proposals were received. Apex Engineering Group, Inc. scored the highest score based on their proposal for the project. The City Attorney has reviewed this task order with no comments.

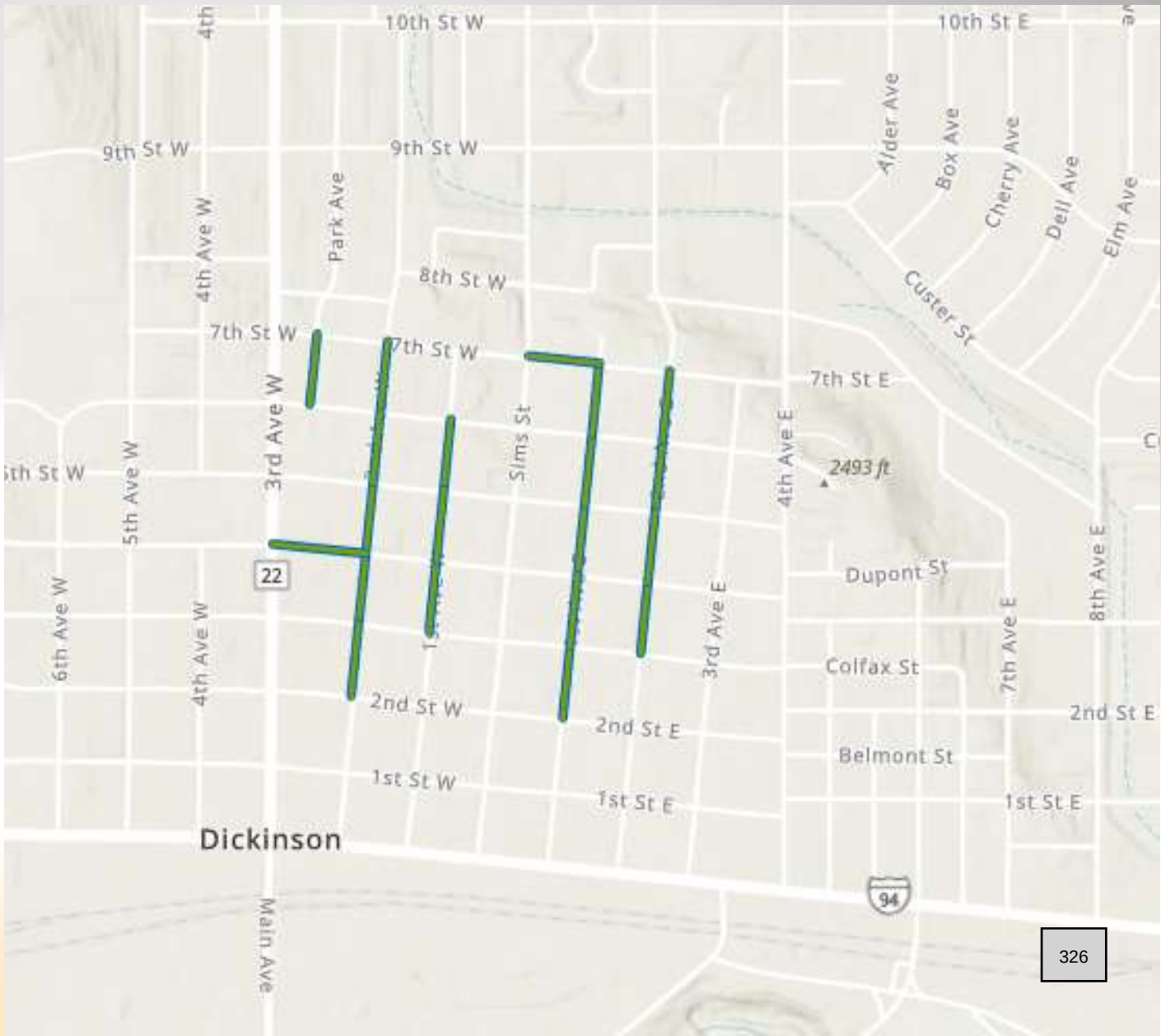
The scope of work included in this task order are; preliminary engineering and field survey/evaluation of sanitary and storm sewer manholes, prepare the special improvement district documents, develop the plans and specifications, and bid assistance. The proposed schedule shows an early November 2026 project bid ready date.

The project was included on the 2026 Capital Improvement Plan budget.

The City Engineering and Public Works staff recommends approval.

2027 Watermain Replacement Project

Current Inventory of Lead Service Lines (Data as of Fall 2024, some of these have already been replaced)



CITY OF Dickinson North Dakota

Docusign Envelope ID: 749CB813-DAF4-42C3-8B1D-957F17929776

MEMO TO: Chad Orn
Deputy Director for Planning

FROM: Marohl, Sengaroun H., 328-4449
Local Government Division

DATE: 01/05/2026

SUBJECT: Cost Participation, Construction and Maintenance Agreement for Project SU-5-983(068) PCN 24205

This contract is a Cost Participation, Construction and Maintenance (CPM) agreement with City of Dickinson on 5th St SE (Main Ave - 6th Ave) project.

Contract # 38260006

- The type of work is Grading, Aggregate Base, Milling, Hot Mix Asphalt, Valley Gutter, Curb & Gutter, Curb Ramps, Storm Sewer, Watermain, Sanitary Sewer, Sidewalk, Signing, Lighting
- The SU Federal Funds for this project is limited to $ 1,254,415.
- Any costs over the above limited amount will be City responsibility.

- No one time changes on the standard agreement template.

38/sm

Contract routing:
Seng Marohl - Contract Owner
Stacey Hanson
Derek Pfeifer
Nicole Lagasse
Joshua Skluzacek - City Engineer
City of Dickinson Officials
Seng Marohl
Legal
Chad Orn
Stacey Hanson

Docusign Envelope ID: 749CB813-DAF4-42C3-8B1D-957F17929776

NDDOT Contract No. 38260006

North Dakota Department of Transportation
COST PARTICIPATION, CONSTRUCTION, AND MAINTENANCE AGREEMENT
LPA FEDERAL AID PROJECT

Federal Award Information – to be provided by NDDOT

Assistance Listing No: 20.205	Assistance Listing Title: Highway Planning & Construction
Award Name: Federal Aid Highway Program	Awarding Fed. Agency: Federal Highway Admin
NDDOT Program Mgr: Marohl, Sengaroun	Telephone: (701) 328-4449

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

For NDDOT use only. **FHWA Authorization date:**

Project No. SU-5-983(068) PCN: 24205 LPA: CITY OF DICKINSON
Location: DICKINSON 5TH ST SE FROM ND22 TO 6TH AVE SE
Type of Improvement: GRADING, AGGREGATE BASE, MILLING, HOT MIX ASPHALT, VALLEY GUTTER, CURB & GUTTER, CURB RAMPS, STORM SEWER, WATERMAIN, SANITARY SEWER, SIDEWALK, SIGNING, LIGHTING **Length: 0.495 MILE**

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the Local Public Agency (LPA) of City of Dickinson, North Dakota, hereinafter referred to as the LPA, who agree that:

It is in the best interest of both parties to have the LPA construct and maintain this project according to the terms and conditions set forth in this agreement. NDDOT will assist the LPA with the preparation and distribution of the bid documents and include the project in a scheduled bid opening.

The LPA agrees to the terms and conditions required for this project by the Federal Highway Administration (FHWA).

NDDOT will procure federal funds for the construction of the project, pursuant to Title 23 of the United States Code.

Federal funds obligated for this project shall not exceed 80.93 percent of the total eligible project cost up to a maximum of $1,254,415. The balance of the project is the obligation of the LPA.

Additional Funding Clause
None.

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The total eligible project costs include the cost of those items shown in the engineer's detailed estimate as approved for federal funds and any project changes approved by NDDOT for the use of federal funds.

Federal funds may not be obligated by the LPA, prior to FHWA approval of the program documents for the project.

PART I

LPA Obligation:

1. To comply with the Disadvantaged Business Enterprise (DBE) requirements established by NDDOT for the project.

   The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. NDDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the LPA of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et. Seq.).

   Include the following paragraph verbatim in any subcontracts they sign relative to this project:

   > The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the solicitation, award, and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as NDDOT deems appropriate.

2. To comply with requirements of 23 CFR Part 633, Required Contract Provisions, and 23 CFR Part 635, Construction and Maintenance.

3. To construct the project in conformity with the construction contract, changes to the plans shall meet the requirements of 23 CFR Part 625, Design Standards for Highways and the current edition of the NDDOT's *Local Government Manual*.

4. To construct the project in conformity with the approved environmental documents and provide for the implementation of any measures mitigating the environmental impact of the project.

5. To comply with the procedures outlined in the current edition of NDDOT's *Local Government Manual*.

6. To comply with the current edition of NDDOT's *Right of Way Acquisition Procedures for Local Public Agency Federal Aid Projects*.

7. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of streets, inconvenience to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance,

8. To comply with the requirements of Appendices A and E of the Title VI Assurances, attached and incorporated by reference herein.

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PART II

Contracting and Construction:

1. On behalf of the LPA, NDDOT will:

    a. Prepare the bid package, solicit proposals, and include the project in a scheduled bid opening as provided in the North Dakota Century Code, Chapter 24-02.

    b. Evaluate the bids as to the sufficiency of Disadvantaged Business Enterprise (DBE) participation and the bidder's good faith efforts in satisfying the requirements of the current edition of the DBE special provision, and 49 CFR Part 26. NDDOT shall have exclusive authority in evaluating the adequacy of DBE participation.

    c. Tabulate the bids and send to the LPA.

    d. Concur in the award of the contract, after the LPA has executed the contract, for the sole purpose of enabling the LPA to procure federal aid for the construction of the project.

2. The LPA will:

    a. Review bids to determine the lowest responsible bidder.

    b. Execute the contract.

    c. Distribute copies of the executed contract and contract bond to NDDOT.

3. During the construction of the project, the LPA will:

    a. Provide engineering services, material testing, and inspection of the work as required by the contract documents and the current editions of NDDOT's *Sampling and Testing Manual* and the *Standard Specifications for Road and Bridge Construction.*

    b. Keep all project records and documentation as required in NDDOT's current editions of the *Construction Records Manual* and the *Construction Automated Records System.*

    c. Make all records available to NDDOT and FHWA for inspection upon request. The LPA will submit all documents and records to NDDOT for review before final payment is made. NDDOT will maintain the project records for three years from the final voucher date of FHWA and then return them to the LPA.

    d. Be responsible for any changes in plan, character of work, quantities, site conditions, or any claim for extra compensation. NDDOT will review all contract adjustments to determine if the adjustments are eligible for federal aid. Federal aid shall be limited to the amount stated on page one of this agreement.

PART III

Post Construction:

After the project is completed the LPA agrees to:

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1. Control the length and location of curb openings for future entrances and to not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical entrances for similar entrances; and prohibit the construction or use of any entrances along the project within the LPA other than those shown on the plans, without prior approval of NDDOT.

2. Prohibit double parking and diagonal parking within the limits of the project. Additional parallel parking will be allowed within the limits of the project if designed considering the effects the added parking will have on the entire traffic corridor. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.

3. If the traffic corridor intersects a state highway, the LPA must justify to NDDOT that any new access allowed will have minimal impact to the state highway. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.

4. Prohibit the installation of traffic signals and pedestrian beacons on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, without NDDOT approval.

5. Maintain all traffic control devices on the project according to the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, as supplemented and amended.

6. Restrict the speed limit on the project at or below the maximum design speed. Any changes to the speed limit will be pursuant to North Dakota Century Code, Chapter 39-09.

7. Provide maintenance to the completed project at its own cost and expense.

8. Prohibit access and encroachments upon the right of way pursuant to 23 CFR Part 1.23, Rights of Way, and Part 710 Subpart D, Right of Way, Real Property Management.

PART IV

General:

1. NDDOT will make all contract payments on behalf of the LPA. Payment will be made upon receipt of the engineer's estimate. The LPA will reimburse NDDOT for payments made less the amount paid by FHWA. No costs will be incurred by NDDOT for the construction and maintenance of this project.

   If the LPA fails to reimburse NDDOT within 60 days after billing for funds advanced on behalf of the LPA, this document will constitute an assignment of funds now or hereafter coming into the hands of the state treasurer, which would otherwise be distributed to the LPA out of the highway tax distribution fund, NDCC 54-27-19. The state treasurer is hereby directed to pay NDDOT all such funds until the total equals the sum billed pursuant to this agreement.

2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.

3. No official, employee, or other person performing services for the LPA who is authorized to negotiate or approve any contract or subcontract in connection with the project shall have any financial or other personal interest in any such contract or subcontract. No officer or employee of such person retained by the LPA shall have any financial or other personal interest in any real property acquired for the project unless such interest is openly disclosed upon public records of NDDOT and of the LPA, and such officer, employee, or person has not participated in such acquisition for and in behalf of the LPA.

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4. The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.

5. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than $1,000,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.

6. All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at the respective places of business as set forth below or at a place designated hereafter in writing by the parties.

   Local Government Engineer
   ND Department of Transportation
   608 East Boulevard Avenue
   Bismarck, ND 58505-0700

7. The LPA is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.

8. This agreement constitutes the entire agreement between the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The LPA, by the signature below of its authorized representative, hereby acknowledges that the LPA has read this agreement, understands it, and agrees to be bound by its terms and conditions.

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Executed by the LPA of _____, North Dakota, the date last below signed.

APPROVED:

_____
LPA/STATES ATTORNEY (TYPE OR PRINT)

_____
SIGNATURE

_____
DATE

LPA of _____
*

_____
NAME (TYPE OR PRINT)

_____
SIGNATURE

*
_____
TITLE

_____
DATE

ATTEST:

_____
AUDITOR (TYPE OR PRINT)

_____
SIGNATURE

_____
DATE

Executed by the North Dakota Department of Transportation the date last below signed.

APPROVED as to substance:

Derek Pfeifer SH
LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

Derek Pfeifer
SIGNATURE

01/06/26
DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

_____
DIRECTOR (TYPE OR PRINT)

M
SIGNATURE

_____
DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 12-27

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Project SU-5-983(068)

CERTIFICATION OF LOCAL MATCH

It is hereby certified that the LPA of _____ will provide non-federal funds, whose source is identified below, as match for the amount the LPA is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

Non-Federal Match Funds provided by LPA. Please designate the source(s) of funds in the LPA budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

Source:

_____

_____

Executed at _____, North Dakota, the last date below signed.

ATTEST:

_____
AUDITOR (TYPE OR PRINT)

_____
SIGNATURE

_____
DATE

APPROVED:

LPA of _____

_____
NAME (TYPE OR PRINT)

_____
SIGNATURE

*_____
TITLE

_____
DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 12-27

Docusign Envelope ID: 749CB813-DAF4-42C3-8B1D-957F17929776

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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Risk Management Appendix

Routine* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:
Parties: **State** – State of North Dakota, its agencies, officers and employees
Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees
Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

1) **Commercial general liability** and **automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **$468,750 per person and $1,875,000 per occurrence**. The minimum limits of liability required of the State are **$468,750 per person and $1,875,000 per occurrence.**
2) **Workers compensation** insurance meeting all statutory limits.
3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are $500,000 per person and $2,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual,* section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 6-25

NDDOT
North Dakota
Department of Transportation

Docusign Envelope ID: 749CB813-DAF4-42C3-8B1D-957F17929776

DESIGN DATA				
Traffic	Average Daily			MAX HR
Current (2026)	Pass: 798	Trucks: 19	Total: 817	N/A
Forecast (2046)	Pass: 1064	Trucks: 25	Total: 1089	N/A
Clear Zone Distance: N/A		Design Speed: 25 mph		
Minimum Sight Distance for Stopping: 155'		Bridges: N/A		
Sight Distance for No Passing Zone: N/A				
Pavement Design Life: 20 years				
Design Accumulated One-way ESAL's: 50,000				

CITY OF DICKINSON
STARK COUNTY, ND

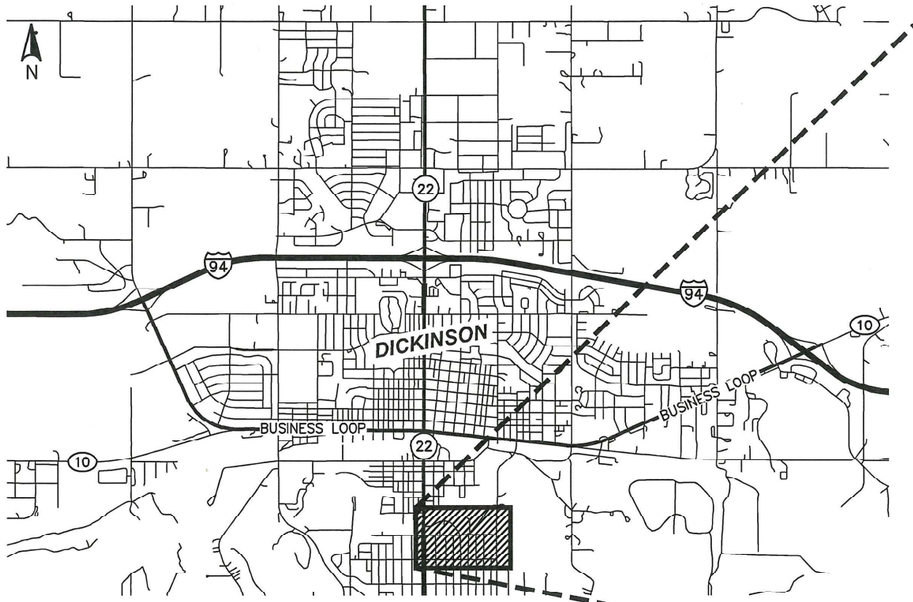
NDDOT PROJECT NO. SU-5-983(068)
5TH STREET SE
S MAIN AVE TO 6TH AVE SE
MILL & OVERLAY / NEW CONSTRUCTION

Grading, Aggregate Base Course, Milling, Hot Mix Asphalt, Valley Gutter, Curb & Gutter, Curb Ramps, Sidewalk, Signing, Lighting, Storm Sewer System, Water System, & Sanitary Sewer System

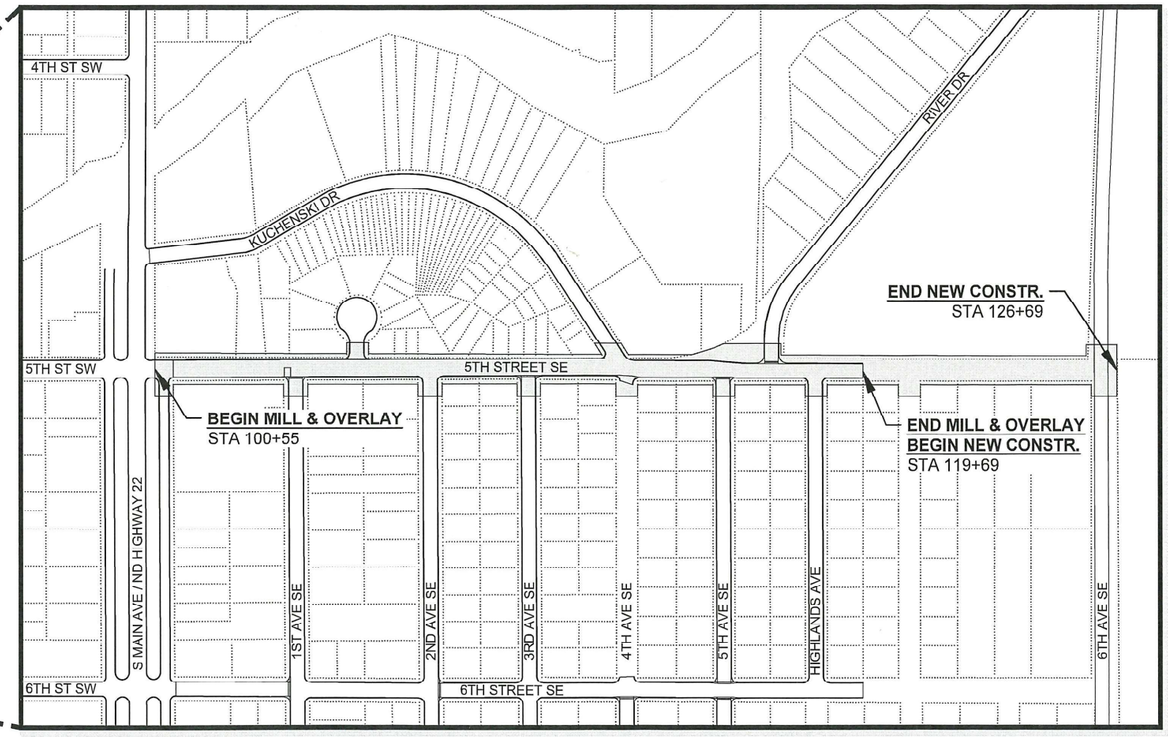
	STATE	PROJECT NO.	PCN	SECTION NO.	NO.
	ND	SU-5-983(068)	24205	1	1

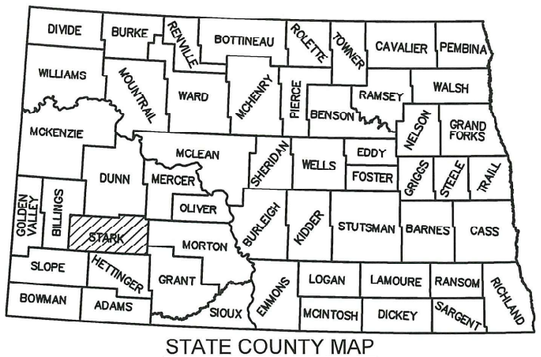
GOVERNING SPECIFICATIONS	Date Published and Adopted by the North Dakota Department of Transportation
Standard Specifications	7/1/2025
Supplemental Specification	NONE

PROJECT NUMBER \ DESCRIPTION	NET MILES	GROSS MILES
SU-5-983(068) \ 5TH STREET SE	0.495	0.495



CITY MAP
1"=1 mile





STATE COUNTY MAP

DESIGNER
Andrew Schrank, PE
DESIGNER
Andrew Albrecht, PE

CITY OF DICKINSON REVIEW

Joshua Skluzacek, Community Development Director
City of Dickinson, ND

Date: 9/2/25

REGISTERED PROFESSIONAL ENGINEER
ANDREW SCHRANK
PE-9814
DATE 08/29/25
NORTH DAKOTA

8/29/2025 2:16:53 PM schrank h:\241335\project cad\CURRENT\241335_001TS_001_titlesheet.dwg

HIGHLANDS ENGINEERING

Certificate Of Completion

Envelope Id: 749CB813-DAF4-42C3-8B1D-957F17929776
Status: Sent
Subject: Contract #38260006: Please DocuSign: CPM Agreement for Dickinson 5th St SE project
Contract Number: 38260006
PCN: 24205
Source Envelope:
Document Pages: 12
Signatures: 1
Certificate Pages: 4
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Sengaroun Marohl
608 E Boulevard Ave
Bismarck, ND 58505
smarohl@nd.gov
IP Address: 165.234.92.127

Record Tracking

Status: Original
1/5/2026 2:30:04 PM
Holder: Sengaroun Marohl
smarohl@nd.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: Carahsoft OBO North Dakota Department of Transportation CLOUD
Location: Docusign

Signer Events	Signature	Timestamp
Stacey Hanson smhanson@nd.gov Assistant Local Government Engineer Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None), Authentication	SH Signature Adoption: Pre-selected Style Using IP Address: 165.234.253.12	Sent: 1/5/2026 3:01:29 PM Viewed: 1/5/2026 3:02:11 PM Signed: 1/5/2026 3:03:37 PM

Authentication Details
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Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 1/5/2026 3:02:05 PM
Phone: +1 701-527-8879

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Derek Pfeifer ddpfeifer@nd.gov Local Gov Eng Security Level: Email, Account Authentication (None), Authentication	Derek Pfeifer Signature Adoption: Pre-selected Style Using IP Address: 165.234.253.12	Sent: 1/5/2026 3:03:40 PM Viewed: 1/6/2026 9:54:24 AM Signed: 1/6/2026 9:55:51 AM

Authentication Details
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Vendor ID: TeleSign
Type: SMSAuth
Performed: 1/6/2026 9:54:17 AM
Phone: +1 701-471-5516

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Signer Events	Signature	Timestamp
Nicole Lagasse nmlagasse@nd.gov Assistant CFO Security Level: Email, Account Authentication (None), Authentication	 Signature Adoption: Pre-selected Style Using IP Address: 165.234.253.12	Sent: 1/6/2026 9:55:53 AM Viewed: 1/6/2026 11:38:02 AM Signed: 1/6/2026 11:38:52 AM

Authentication Details

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Result: passed
Vendor ID: TeleSign
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Performed: 1/6/2026 11:37:40 AM
Phone: +1 701-954-8712

SMS Auth:
Transaction: 7160cd54-8416-460c-ba5e-6c759e23dd93
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Vendor ID: TeleSign
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Phone: +1 701-954-8712

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Sengaroun Marohl
smarohl@nd.gov
Security Level: Email, Account Authentication (None), Authentication

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Clint Morgenstern
cdmorgenstern@nd.gov
Security Level: Email, Account Authentication (None), Authentication

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Chad Orn corn@nd.gov Security Level: Email, Account Authentication (None), Authentication **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Stacey Hanson smhanson@nd.gov Security Level: Email, Account Authentication (None), Authentication **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Sengaroun Marohl smarohl@nd.gov Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	VIEWED Using IP Address: 2001:4930:c800:4103::1714	Sent: 1/5/2026 2:30:25 PM Viewed: 1/5/2026 2:48:45 PM Completed: 1/5/2026 3:01:28 PM

Agent Delivery Events	Status	Timestamp
Joshua Skluzacek Joshua.Skluzacek@dickinsongov.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 1/6/2026 11:38:54 AM Viewed: 1/6/2026 4:11:57 PM

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Rob Rayhorn rrayhorn@nd.gov Security Level: Email, Account Authentication (None)		

Carbon Copy Events	Status	Timestamp

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	1/5/2026 3:01:28 PM
Envelope Updated	Security Checked	1/5/2026 3:01:28 PM
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Payment Events	Status	Timestamps

CITY OF Dickinson North Dakota

Engineering Memorandum

January 14, 2026

RE: January 20th City Commission Meeting

5th ST. SE – S. Main to 6th AVE. SE - NDDOT COST PARTICIPATION AND MAINTENANCE CONTRACT

For your consideration is a contract with the North Dakota Department of Transportation (NDDOT) for cost participation, construction and maintenance agreement for NDDOT project SU-5-983(068), PCN 24205, City of Dickinson project number 202417. The total federal funds for this project is limited to **$1,254,415.00** at a Federal Highway Administration (FHWA) cost participation of 80.93% of eligible bid items. The City Attorney has reviewed this contract with no comments. The project bid opening is scheduled for Friday February 6, 2026 and will be administered through the NDDOT bidding process. The project scope of work will include a mill and overlay from South Main to the end of the existing street near the intersection of River Drive. The street will be extended from the existing end of the street to intersect with 6th Avenue Southeast. The sanitary sewer and storm sewer will be extended from 6th Avenue Southeast, and the watermain will be extended and looped along the route.

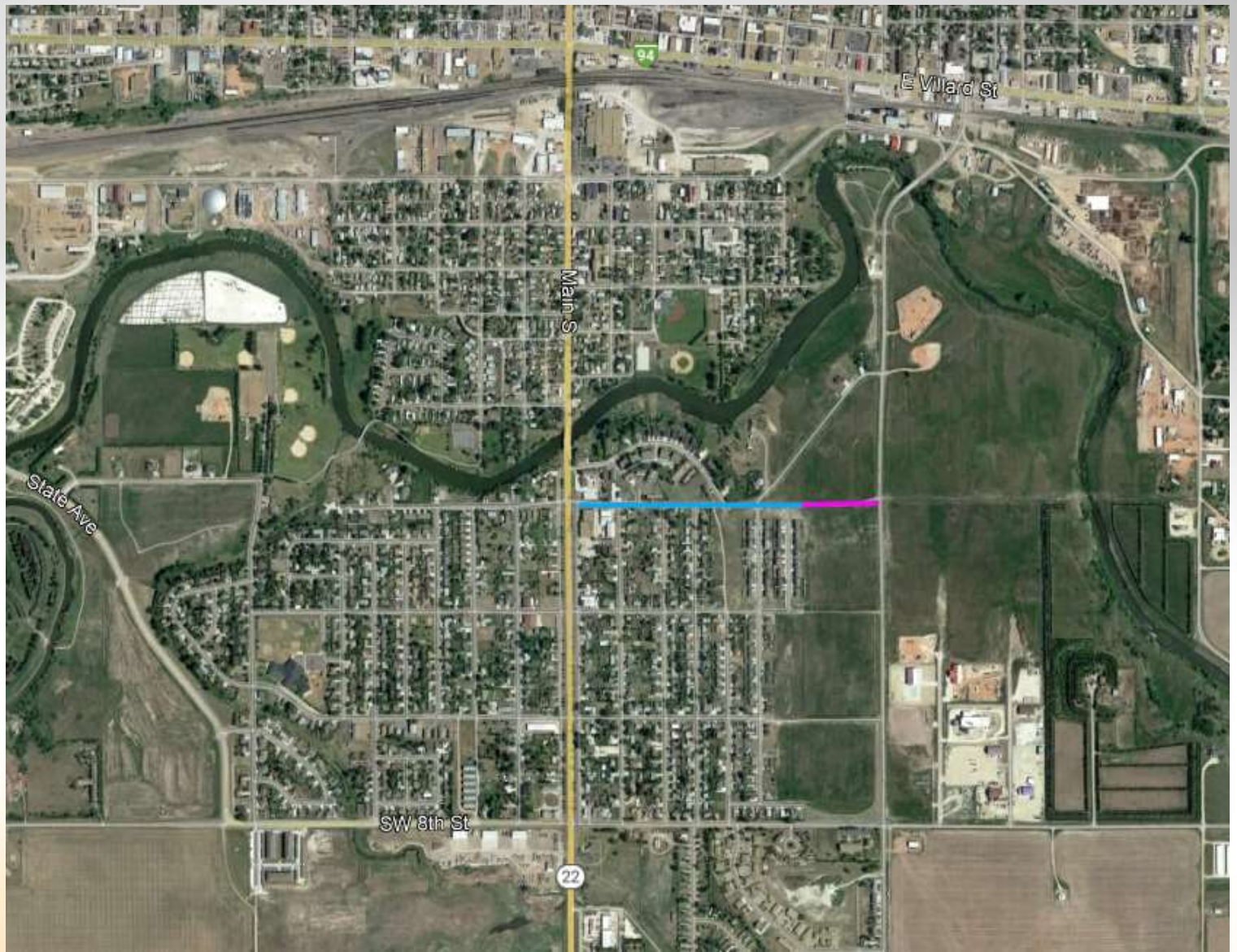
An application for 60% cost share has been submitted to the North Dakota Department of Water Resources NDDWR to partially fund the eligible bid items for the approximate 670-feet of new 8-inch PVC watermain included with the project. We anticipate presenting this cost share application at the February 2026 State Water Commission meeting. All other costs for this project that are not funded through the FHWA and the NDDWR will be funded utilizing local sales tax which was included with the approved capital improvement plan budget for 2026.

The city engineering staff recommends approval.

5th St. SE – S. Main to 6th Ave. SE.

New Construction: MAGENTA

Microsurface/Mill & Overlay: BLUE



CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota

ENGINEERING MEMORANDUM

January 15, 2026

RE: January 20, 2026 Commission Meeting

LIBRARY ROOF EVALUATION CONTRACT WITH EAPC - 202616

For your consideration is a contract with EAPC to evaluate roof options for the Dickinson Area Public Library (DAPL). The contract is for $25,000 on a time and material basis. The funds for this portion of the project will be Cash on Hand.

Background

The DAPL has experienced a number of water infiltration episodes in recent years. The primary source of the infiltration has been determined to be from roofing leaks. The leaks are caused by ice dams due to drainage issues from frozen gutters and down-spouts. Additionally, a number of architectural features are prone to ice dams, such as the valleys and cornice portions of the roof. Once water leaks into the building, it can "run" along beams and interior structures until noticed.

Contract

The contract will include identifying specific locations of water infiltration, document extent of water travel, evaluate insulation gaps, and provide options for roof drainage to prevent ice dams.

A legal review of this contract has been completed and as of the date of this memo. EAPC is in the process of updating the contract to incorporate the requested legal changes.

The City Engineering staff recommends approval.

Consultant Responsibilities

STANDARD OF CARE

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Consultant makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with Consultant's services. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified.

CODE COMPLIANCE

Consultant shall review applicable laws, codes, and regulations and, in the provision of its Services, shall respond to such requirements imposed by the governmental authorities having jurisdiction over the Project and reasonably known to Consultant at the time services are provided. Client acknowledges that the requirements of federal, state, and local laws, rules, codes, ordinances, and regulations, including the Americans with Disabilities Act, are subject to various and possible contradictory interpretations. Consultant will use reasonable professional efforts and judgment to correctly interpret and apply such requirements. Consultant, however, cannot and does not warrant or guarantee that its services and documents will comply with all such interpretations and requirements.

COST EVALUATION

Evaluations of Client's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work, and updated estimates of the Cost of the Work prepared by Consultant, represent Consultant's judgment as a design professional. It is recognized, however, that neither Consultant nor Client has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by Consultant.

DELIVERABLES (PER SCOPE OF SERVICES)

Consultant shall provide deliverables, including drawings, specifications, reports, and studies, as defined in the Scope of Services section.

Client Responsibilities

PROJECT SCOPE AND BUDGET

Client shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the Cost of the Work. The Project budget shall include contingencies for design development and, when required by the scope of the Project, construction of the project. Client shall not significantly increase or decrease the overall Project scope, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of Consultant to a corresponding change in the Project scope, quality, schedule, and compensation of Consultant.

DESIGNATED CLIENT REPRESENTATIVE

Client shall identify an individual ("Designated Representative") authorized to act on its behalf with respect to the Project. Client or its Designated Representative shall render decisions and approve Consultant's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Consultant's services and Project schedule.

TESTS, INSPECTIONS, AND REPORTS

When required by the scope of the Project, Client shall furnish tests, inspections, and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

CLIENT PROVIDED SERVICES AND INFORMATION

Client has the right to retain its own consultants and contractors ("Client's Consultants") to perform services on the Project. In addition, Client shall furnish the services of design professionals other than those designated as the responsibility of Consultant in this Agreement, or authorize Consultant to furnish them as an Additional Service, when Consultant requests such services and demonstrates that they are reasonably required by the

scope of the Project.

Consultant shall be entitled to rely on the accuracy, completeness, and timeliness of services and information furnished by Client, its Designated Representative, and Client's Consultants. Consultant shall have no responsibility for the technical content of Client's, its Designated Representative's, and Client's Consultants' services and information but shall provide prompt written notice to Client if Consultant becomes aware of any error, omission, or inconsistency in such services or information.

CONSTRUCTION CONTRACTS & RESPONSIBILITIES

When applicable to the scope of the Project, Client shall retain a qualified contractor, licensed in the jurisdiction of the Project ("Contractor"), to implement the construction of the Project ("Work") utilizing a construction contract based on AIA A201™-2017 General Conditions of the Contract for Construction. In the construction contract, Client shall require Contractor to: (1) obtain Commercial General Liability Insurance and name Client, Consultant, and Consultant's employees and subconsultants as additional insureds of that policy; and

(2) indemnify and hold harmless Client, Consultant, and Consultant's employees and subconsultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorneys' fees and economic or consequential damages, arising in whole or in part out of any negligent act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them.

Client understands and acknowledges that: (1) Consultant has no control over, charge of, or responsibility for construction activities or jobsite safety on the Project; (2) Contractor shall coordinate, supervise, and direct all portions of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, jobsite safety, and security; and (3) Consultant shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.

CLIENT'S REDUCTION OF SCOPE OF SERVICES

~~If Client elects to terminate, modify, or reduce any portion of Consultant's Services under this Agreement, Client shall indemnify and hold Consultant and its subconsultants harmless from and against damages, losses, and judgments arising from claims by Client or any third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, related to the services or activities Consultant did not provide or in which Consultant did not participate.~~

General Provisions

LIMITATION OF LIABILITY

~~The Services covered by this Agreement are of a preliminary or limited nature; therefore, neither~~ Consultant, ~~Consultant's subconsultants (if any), nor their agents or employees shall be jointly, severally, or individually liable to Client in excess of the compensation to be paid pursuant to this Agreement (or add dollar amount if required), by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty, or negligence.~~

OWNERSHIP OF DOCUMENTS **(Verify Final Ownership of Documents)**

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain ownership and property interest therein, including all copyrights. Upon payment in full for services rendered, Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying, or maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, or use of documents after termination, shall be at Client's sole risk, ~~and Client agrees to indemnify, defend, and hold Consultant harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.~~

USE OF CONSULTANT-PROVIDED INFORMATION

The information provided by Consultant is intended for the exclusive use of Client for the Scope of Services defined herein, and is not to be transmitted for the use of any other party nor used for any other project. ~~Client agrees to defend, indemnify, and hold Consultant harmless from any claims, costs, and expenses, including attorneys' fees and costs of litigation, which result from any unauthorized or unintended use of Consultant provided information, or transmission by Client to others of the information resulting from Consultant's Scope of Services.~~

MUTUAL INDEMNIFICATION

Consultant and ~~Client each~~ agree to indemnify the ~~other~~ Client against liability, damages, costs, and expenses including reasonable attorneys' fees and expenses recoverable under applicable law (collectively "Damages") that are caused to the other due to the negligence of the ~~indemnifying party~~ Consultant, but only to the extent of the indemnifying party's negligence. ~~Neither~~ Consultant ~~nor Client~~ shall be required to indemnify the ~~other~~ Client to the extent Damages arise from or are caused by the indemnified party's own negligence (whether sole, concurrent, or contributory). ~~Neither Consultant nor Client shall have a duty to provide the other an up-front defense of any claim~~.

MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Consultant and Client waive consequential damages (such as lost profits, lost revenues, loss of use, loss of financing, and loss of reputation) for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages whether arising in contract, warranty, tort (including negligence), strict liability, or equity, or that might arise out of the parties' indemnification obligations.

DISPUTE RESOLUTION

Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be ~~subject to a meet-and-confer session as a condition precedent to mediation~~.

~~Client and Consultant shall endeavor to resolve claims, disputes, and other matters in question during the meet-and-confer session. The meet-and-confer session shall be attended by Client and Consultant or their authorized representatives who shall have the authority to bind the parties. The meet-and-confer session shall take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meet-and-confer session, the parties shall exchange relevant information that will assist in resolving the claim, dispute, or controversy.~~

~~If the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution. If the parties cannot reach a mutually acceptable resolution, they shall proceed to mediation as a condition precedent to binding dispute resolution. If the parties do not resolve a dispute through mediation, the parties shall mutually agree on a method of binding dispute resolution,~~ ~~either~~ litigation in a court of competent jurisdiction ~~or arbitration~~.

HAZARDOUS MATERIALS

Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials or toxic substances in any form at the Project site. If hazardous materials are present, Client shall be responsible to remove them from the Project site in a manner that will not adversely affect the health of any person and will comply with any applicable governmental laws and regulations. Client shall indemnify and hold Consultant harmless from any liability, loss, damage, or expense arising out of or with respect to the presence of hazardous materials on the Project site. The presence or discovery of any hazardous or toxic substance on the site shall be cause for extension of the schedule of Consultant's services and equitable adjustment of fees for Consultant as mutually agreed by the parties.

EXISTING CONDITIONS

Documents prepared by Consultant will be prepared based upon reasonable assumptions derived from existing information provided by Client and from observations of the existing conditions by Consultant without the benefit of field measurements and invasive investigation made undesirable by expense and inconvenience to Client. It is understood and agreed that unforeseen conditions uncovered during the progress of the Work may require changes in the Work resulting in additional cost and delay for which Client shall maintain sufficient contingency. Services required by such changes shall be provided as additional services per this Agreement.

DISCLAIMER OF THIRD PARTY RELIANCE

Nothing contained in this Agreement shall create a contractual relationship or a cause of action in favor of a third party against either the Client or Consultant.

GOVERNING LAW

This Agreement shall be governed by, and Professional Services shall be performed in compliance with, the laws of the state wherein the Project is located.

ASSIGNMENT

Client and Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to this Agreement. Neither Client nor Consultant shall assign this Agreement without the

written consent of the other, except that Client may assign this Agreement to a lender providing financing for the Project, provided that all monies owed Consultant are paid prior to the date of assignment and that lender agrees to assume all of Client's duties and obligations under this Agreement. Any expense incurred by Consultant as a result of the assignment shall be considered as an Additional Service and compensated in accordance with this Agreement.

PROJECT SCHEDULE

In the event Consultant is hindered, delayed, or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including but not limited to delays due to power or data system outages, acts of nature, public health emergencies including but not limited to infectious disease outbreaks and pandemics, governmental orders or directives, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or review Consultant's services or design documents, or delays caused by faulty performance by Client's contractors or consultants, the time for completion of Consultant's services shall be extended by the period of resulting delay and compensation equitably adjusted. Client agrees that Consultant shall not be responsible for damages, nor shall the Consultant be deemed in default of this Agreement due to such delays.

Payments Due

Consultant shall present monthly invoices for Professional Services earned and reimbursable expenses incurred, and Client shall pay the full amount thereof within thirty (30) days after presentation. Any charges held to be in dispute by Client shall be identified in writing to Consultant within ten (10) days of presentation of Consultant's invoice or shall be paid in full per the terms of this Agreement. If payment in full is not received per the terms of this Agreement, Consultant shall have the right to suspend Services and withhold all documents until payment is received and apply a 1.5% delinquency charge on the unpaid balance from the date of the invoice. Payment of such charge shall not excuse the default in payment or terminate the unperformed portion of this Agreement.

Suspension and Termination

In the event of suspension of Services, as outlined above or for any other reason beyond Consultant's control, Consultant shall have no liability to Client for delay or damage resulting from such suspension. Prior to resuming Services, Consultant shall be paid all fees earned prior to suspension together with all reimbursable expenses then due, along with any costs and expenses, including attorneys' fees, incurred collecting delinquent payments. In addition, Consultant's fees for remaining Services and associated time schedules will also be equitably adjusted.

This Agreement may be terminated for cause after a seven (7) days cure period by either party or for convenience upon notice period; seven (7) days written notice by Client. Upon termination, all invoices presented by Consultant for Services provided, including reimbursable expenses then due and any costs incurred in pursuit of delinquent payments, shall become immediately due and payable. In the event of termination for convenience, Client shall pay to Consultant a termination fee of 10% of fees not yet earned.

Dec. 30, 2025

City of Dickinson
Attn: Kristopher Keller
38 1st St. W.
Dickinson, ND 58601

Subject: Professional Services Proposal

Re: **Dickinson Library Roof Evaluation**

Dear Kris:

Thank you for reaching out to EAPC in regard to the Roof evaluation and rework. We appreciate being asked to be of service. We look forward to providing the assistance that best fits your needs. This letter will serve as an agreement for Professional Fee purposes for this work.

PROJECT DESCRIPTION

EAPC met with Kris Keller to discuss the Dickinson Library roof leaking and thermal issues. During the walk through there were multiple locations of potential roof leakage and ice damming. Using a thermal imaging camera we observed multiple cooler areas that could be the location of potential roof leakage and poor insulation. It was discussed that the project is two fold. Phase one is to evaluate the roof design and locate roof leaks and poorly insulated areas causing ice damming. This evaluation would lead to a recommended fix and construction cost estimate. Phase two would entail the construction documents to bid out and hire a contractor to do the renovation.

SCOPE OF SERVICES

Roof Evaluation and design documents for renovation:

a. Evaluation (35% of time/fee)
   i. Investigation of roof leaks being and ceiling of the library. Create new details to address water issues.
      1. Moisture testing of plaster where possible.
      2. Review if the roof leaks are traveling along building materials causing mis leading damage on the interior.
      3. Review options for fixing or redesigning the roof and roof edge drainage.
   ii. Evaluate existing roof insulation for proper drainage and thermal performance.

b. Create bidding documents (50% of time/fee)
   i. Produce drawings & specifications for bidding & construction
   ii. Coordinate with Owner regarding potential related work (i.e. roof top mechanical equipment)
   iii. Coordinate with Owner to establish schedule
   iv. Coordinate with Owner to establish bidding requirements

c. Bidding (5% of time/fee)
   i. Issue bidding documents to contractors to get multiple proposals for owner review and acceptance and answer questions during the bidding process.
   ii. Set Pre-bid walk through for the interested bidders to learn more about the project and ask questions.

d. Construction Administration (10% of time/fee)
    i. Facilitate Pre-Construction meeting
    ii. Attend regular construction meetings
    iii. Process Requests for Information (RFI), Architect's Supplemental Instructions (ASI), Proposal Request (PR), etc.
    iv. Review and certify contractor pay applications
    v. Perform substantial and final completion inspections

FEES AND REIMBURSABLE EXPENSES

Consultant shall be paid for these Services on an hourly not-to-exceed fee of $25,000; plus the cost of all customary reimbursable expenses incurred in the performance of the Services. Supplemental or Additional Services may be provided if requested by Client or Consultant and approved by Client in advance of proceeding with such services. Progress-based payments for all Services shall be made based on monthly invoices from Consultant, and Client shall make payment in full thereon within thirty (30) days after presentation of invoices.

While performing the required services, Consultant and its subconsultants will incur reimbursable expenses that are not included in the fee compensation, which may include the following:

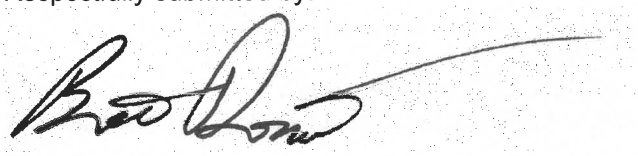
- Reproduction, plots, special handling and delivery of all documents.
- Fees paid for securing approval of authorities having jurisdiction over the Project.
- Copies of Studies and Reports requested by Client.
- Other reimbursable expenses as mutually agreed to.

EAPC is available to commence work immediately upon notification, and we will complete the outlined Scope of Services within a mutually agreed upon schedule unless modified in writing by Owner and Architect.

The signing of this proposal by Client and EAPC will serve as written authorization for EAPC to proceed with the services described above and the requirements contained in the Terms and Conditions found on the last page of this proposal. Charges to the project by EAPC will not precede the date of the signing of the Agreement.

Thank you for giving EAPC the opportunity to submit a proposal for this project. We are eager to be a part of your team on this project. Please do not hesitate to contact us if you have any questions or require further information.

Respectfully submitted by:



Brett Donat
Principal I Western Region Manager
EAPC Architects Engineers

Approved and accepted in accordance with the General Terms and Conditions on the following pages by:

EAPC ARCHITECTS ENGINEERS		**CLIENT:**	
Signature:		Signature:	
Name:	Brett Donat	Name:	
Title:	Principal I Western Region Manager	Title:	
Date:	12-30-2025	Date:	

Consultant Responsibilities

STANDARD OF CARE

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Evaluations of Client's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work, and updated estimates of the Cost of the Work prepared by Consultant, represent Consultant's judgment as a design professional. It is recognized, however, that neither Consultant nor Client has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by Consultant.

DELIVERABLES (PER SCOPE OF SERVICES)

Consultant shall provide deliverables, including drawings, specifications, reports, and studies, as defined in the Scope of Services section.

Client Responsibilities

PROJECT SCOPE AND BUDGET

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scope of the Project.

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(2) indemnify and hold harmless Client, Consultant, and Consultant's employees and subconsultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorneys' fees and economic or consequential damages, arising in whole or in part out of any negligent act or omission of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them.

Client understands and acknowledges that: (1) Consultant has no control over, charge of, or responsibility for construction activities or jobsite safety on the Project; (2) Contractor shall coordinate, supervise, and direct all portions of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, jobsite safety, and security; and (3) Consultant shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.

CLIENT'S REDUCTION OF SCOPE OF SERVICES

If Client elects to terminate, modify, or reduce any portion of Consultant's Services under this Agreement, Client shall indemnify and hold Consultant and its subconsultants harmless from and against damages, losses, and judgments arising from claims by Client or any third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, related to the services or activities Consultant did not provide or in which Consultant did not participate.

General Provisions

LIMITATION OF LIABILITY

The Services covered by this Agreement are of a preliminary or limited nature; therefore, neither Consultant, Consultant's subconsultants (if any), nor their agents or employees shall be jointly, severally, or individually liable to Client in excess of the compensation to be paid pursuant to this Agreement (or add dollar amount if required), by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty, or negligence.

OWNERSHIP OF DOCUMENTS (Verify Final Ownership of Documents)

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain ownership and property interest therein, including all copyrights. Upon payment in full for services rendered, Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying, or maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, or use of documents after termination, shall be at Client's sole risk, and Client agrees to indemnify, defend, and hold Consultant harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

USE OF CONSULTANT-PROVIDED INFORMATION

The information provided by Consultant is intended for the exclusive use of Client for the Scope of Services defined herein, and is not to be transmitted for the use of any other party nor used for any other project. Client agrees to defend, indemnify, and hold Consultant harmless from any claims, costs, and expenses, including attorneys' fees and costs of litigation, which result from any unauthorized or unintended use of Consultant-provided information, or transmission by Client to others of the information resulting from Consultant's Scope of Services.

MUTUAL INDEMNIFICATION

Consultant and Client each agree to indemnify the other against liability, damages, costs, and expenses including reasonable attorneys' fees and expenses recoverable under applicable law (collectively "Damages") that are caused to the other due to the negligence of the indemnifying party, but only to the extent of the indemnifying party's negligence. Neither Consultant nor Client shall be required to indemnify the other to the extent Damages arise from or are caused by the indemnified party's own negligence (whether sole, concurrent, or contributory). Neither Consultant nor Client shall have a duty to provide the other an up-front defense of any claim.

MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Consultant and Client waive consequential damages (such as lost profits, lost revenues, loss of use, loss of financing, and loss of reputation) for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages whether arising in contract, warranty, tort (including negligence), strict liability, or equity, or that might arise out of the parties' indemnification obligations.

DISPUTE RESOLUTION

Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to a meet-and-confer session as a condition precedent to mediation.

Client and Consultant shall endeavor to resolve claims, disputes, and other matters in question during the meet-and-confer session. The meet-and-confer session shall be attended by Client and Consultant or their authorized representatives who shall have the authority to bind the parties. The meet-and-confer session shall take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meet-and-confer session, the parties shall exchange relevant information that will assist in resolving the claim, dispute, or controversy.

If the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution. If the parties cannot reach a mutually acceptable resolution, they shall proceed to mediation as a condition precedent to binding dispute resolution. If the parties do not resolve a dispute through mediation, the parties shall mutually agree on a method of binding dispute resolution, either litigation in a court of competent jurisdiction or arbitration.

HAZARDOUS MATERIALS

Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials or toxic substances in any form at the Project site. If hazardous materials are present, Client shall be responsible to remove them from the Project site in a manner that will not adversely affect the health of any person and will comply with any applicable governmental laws and regulations. Client shall indemnify and hold Consultant harmless from any liability, loss, damage, or expense arising out of or with respect to the presence of hazardous materials on the Project site. The presence or discovery of any hazardous or toxic substance on the site shall be cause for extension of the schedule of Consultant's services and equitable adjustment of fees for Consultant as mutually agreed by the parties.

EXISTING CONDITIONS

Documents prepared by Consultant will be prepared based upon reasonable assumptions derived from existing information provided by Client and from observations of the existing conditions by Consultant without the benefit of field measurements and invasive investigation made undesirable by expense and inconvenience to Client. It is understood and agreed that unforeseen conditions uncovered during the progress of the Work may require changes in the Work resulting in additional cost and delay for which Client shall maintain sufficient contingency. Services required by such changes shall be provided as additional services per this Agreement.

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Nothing contained in this Agreement shall create a contractual relationship or a cause of action in favor of a third party against either the Client or Consultant.

GOVERNING LAW

This Agreement shall be governed by, and Professional Services shall be performed in compliance with, the laws of the state wherein the Project is located.

ASSIGNMENT

Client and Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to this Agreement. Neither Client nor Consultant shall assign this Agreement without the

written consent of the other, except that Client may assign this Agreement to a lender providing financing for the Project, provided that all monies owed Consultant are paid prior to the date of assignment and that lender agrees to assume all of Client's duties and obligations under this Agreement. Any expense incurred by Consultant as a result of the assignment shall be considered as an Additional Service and compensated in accordance with this Agreement.

PROJECT SCHEDULE

In the event Consultant is hindered, delayed, or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including but not limited to delays due to power or data system outages, acts of nature, public health emergencies including but not limited to infectious disease outbreaks and pandemics, governmental orders or directives, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or review Consultant's services or design documents, or delays caused by faulty performance by Client's contractors or consultants, the time for completion of Consultant's services shall be extended by the period of resulting delay and compensation equitably adjusted. Client agrees that Consultant shall not be responsible for damages, nor shall the Consultant be deemed in default of this Agreement due to such delays.

Payments Due

Consultant shall present monthly invoices for Professional Services earned and reimbursable expenses incurred, and Client shall pay the full amount thereof within thirty (30) days after presentation. Any charges held to be in dispute by Client shall be identified in writing to Consultant within ten (10) days of presentation of Consultant's invoice or shall be paid in full per the terms of this Agreement. If payment in full is not received per the terms of this Agreement, Consultant shall have the right to suspend Services and withhold all documents until payment is received and apply a 1.5% delinquency charge on the unpaid balance from the date of the invoice. Payment of such charge shall not excuse the default in payment or terminate the unperformed portion of this Agreement.

Suspension and Termination

In the event of suspension of Services, as outlined above or for any other reason beyond Consultant's control, Consultant shall have no liability to Client for delay or damage resulting from such suspension. Prior to resuming Services, Consultant shall be paid all fees earned prior to suspension together with all reimbursable expenses then due, along with any costs and expenses, including attorneys' fees, incurred collecting delinquent payments. In addition, Consultant's fees for remaining Services and associated time schedules will also be equitably adjusted.

This Agreement may be terminated for cause after a seven (7) days cure period by either party or for convenience upon notice period; seven (7) days written notice by Client. Upon termination, all invoices presented by Consultant for Services provided, including reimbursable expenses then due and any costs incurred in pursuit of delinquent payments, shall become immediately due and payable. In the event of termination for convenience, Client shall pay to Consultant a termination fee of 10% of fees not yet earned.

CITY OF Dickinson North Dakota

Engineering Memorandum

January 15, 2026

RE: January 20, 2026 Commission Meeting

LIBRARY ROOF EVALUATION CONTRACT WITH EAPC - 202616

For your consideration is a contract with EAPC to evaluate roof options for the Dickinson Area Public Library (DAPL). The contract is for $25,000 on a time and material basis. The funds for this portion of the project will be Cash on Hand.

Background

The DAPL has experienced a number of water infiltration episodes in recent years. The primary source of the infiltration has been determined to be from roofing leaks. The leaks are caused by ice dams due to drainage issues from frozen gutters and down-spouts. Additionally, a number of architectural features are prone to ice dams, such as the valleys and cornice portions of the roof. Once water leaks into the building, it can "run" along beams and interior structures until noticed.

Contract

The contract will include identifying specific locations of water infiltration, document extent of water travel, evaluate insulation gaps, and provide options for roof drainage to prevent ice dams.

A legal review of this contract has been completed and as of the date of this memo. EAPC is in the process of updating the contract to incorporate the requested legal changes.

The City Engineering staff recommends approval.

Dickinson Area Public Library

CITY OF Dickinson North Dakota

675 10th Ave SE Easement Vacation

CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota

City of Dickinson

Petition for Vacation

38 1st Street W | Dickinson, ND
701-456-7000
Fee: $250.00

(We) the undersigned certify that we are all adjoining property owners and request the City Commission to vacate (street, alley, easement, plat) located at:

675 10th Ave SE Dickinson, ND (SW4 11-139-96) 27.83 Acres

For the Reason:

Reducing the easement from 50' to 10'. The easement currently interferes with potential future placement of structures. Also interferes with a tree line that is being planted in spring 2026.

Signature Line

State of North Dakota)
ss
County of Stark)

Russell Woodworth, being first duty sworn, deposes and says as follows: That he/she has read the within and foregoing Petition and knows the contents thereof, and that the same are true to the best of his/her knowledge, information and belief.

Subscribed and sworn to before me this 9th day of December, 2025

ANDREA KING
NOTARY PUBLIC, STATE OF NORTH DAKOTA
MY COMMISSION EXPIRES OCT 24, 2027

Andrea King, Notary Public
Stark County, North Dakota
My Commission Expires: 10/24/2027

Signatures of Adjoining Property Owners (add more pages if needed)	Address, Lot, Block and Addition
N/A	Does not affect adjoining properties

The following utility companies have been notified and by the respective signature are not opposed to the vacation:

MDU (Gas Department)

MDU (Electric Department)

Century Link (701-426-9685 Connie Kassian)

Roughrider Electric

Consolidated Telephone

Consolidated Cable Vision

Midcontinent Communications

City of Dickinson

CITY OF Dickinson North Dakota

City of Dickinson

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* AS LONG AS THE 10ft STRIP MAINTAINS OUR FACILITY WITHIN

Russell Woodworth
Signature Line

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* Century Link (701-426-9685 Connie Kassian)	Roughrider Electric
Consolidated Telephone	Consolidated Cable Vision
Midcontinent Communications	City of Dickinson

CITY OF Dickinson North Dakota

City of Dick

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Consolidated Easement Only
Doc.# 3097203

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CITY OF Dickinson North Dakota

City of Dickinson

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Century Link (701-426-9685 Connie Kassian)	Roughrider Electric
Consolidated Telephone	Consolidated Cable Vision
Midcontinent Communications	City of Dickinson

Code Changes: Section 62-592. - Off-stree parking design standards.

b) "Pavement and drainage.

1) Off-street parking facilities shall be paved.
2) Acceptable surfacing materials shall include, but not necessarily be limited to, asphalt, concrete, brick, cement pavers or similar materials installed and maintained according to industry standards.
3) Off-street parking facilities shall be designed and built to prevent the free flow of water onto adjacent properties.
4) In the LI or GI Districts only, rear yard vehicular circulation areas, not including parking spaces, may be crushed concrete or similar material as approved by the City Administrator or designee. Crushed scoria, dirt, or other high-debris-generating materials may not be used as finished surfacing within City limits.
    a. For those areas where an access drive from a paved public right-of-way enters a loading or storage area that is not paved, a paved entrance of at least fifty (50) feet measured from the right-of-way into the property, or such other equivalent means to catch gravel or sediment prior to entering the public right-of-way, is required.
5) All parking areas containing four or more spaces or containing angled parking shall have parking spaces and aisles clearly marked on the pavement."

CITY OF Dickinson North Dakota

Industrial Off-Street Parking Standards Text Amendment Staff Report

To: City of Dickinson Planning and Zoning Commissioners
From: City of Dickinson Community Development Services
Date: January 7, 2026
Re: ZTA-001-2026 Section 62 – Industrial Off-Street Parking Standards

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

Public Hearing	January 14, 2026	Planning and Zoning Commission
Public Hearing	January 20, 2026	City Commission
Final Consideration	February 3, 2026	City Commission

Community Development staff is requesting approval of a zoning text amendment to Section 62-592 - Off-street parking design standards, in Chapter 62-Zoning of the Dickinson Municipal Code, to prevent scoria and dirt from being considered finished surfacing within City limits and to add a requirement for a 50-foot minimum paved area from the right-of-way for any unpaved parking areas. The intention of this amendment is to limit dust generation, track out, and erosion from industrial parking areas and to prevent maintenance issues from tracking debris into the rights-of-way or stormwater drains.

Staff recommendation: Staff recommends approval of this text amendment.

DRAFT

STAFF ANALYSIS

BACKGROUND

City staff has received complaints from residents regarding dust being blown into both adjacent properties and the rights-of-way from industrial areas utilizing scoria as a finished surface in off-street parking and traffic circulation areas.

COMPATIBILITY, COMPLIANCE, AND RECOMMENDATIONS

Compatibility with the Municipal Code

Industrial sites are currently able to utilize scoria and other high-dust-generating materials as finished surfacing for parking and traffic circulation areas. This ordinance prevents these materials from being used as finished surfaces and requires a fifty-foot stretch of pavement that can catch debris from other unpaved surfaces prior to vehicles reaching City right-of-way. Sites that currently use scoria as a finished material shall be considered legally nonconforming and will be required to be brought into compliance in the event any building permit is applied for. The proposed ordinance will only impact sites within City limits.

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-001-2026.

MOTIONS:

*****Approval*****

"I move the City of Dickinson Planning and Zoning Commission recommend approval of **ZTA-001-2026: The Industrial Off-Street Parking Standards 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-001-2026: The Industrial Off-Street Parking Standards 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 INDUSTRIAL OFF-STREET PARKING AND TRAFFIC CIRCULATION AREA STANDARDS AND SPECIFICATIONS

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

SECTION 1: Section 62-592. - Off-street parking design standards. of Chapter 62 of the Municipal Code of the City of Dickinson is hereby amended and re-enacted as follows:

Sec. 62-592. - Off-street parking design standards.

a) Dimensions. Standard parking stalls shall be a minimum of nine feet wide and 18 feet long.
b) Pavement and drainage.
    1) Off-street parking facilities shall be paved.
    2) Acceptable surfacing materials shall include, but not necessarily be limited to, asphalt, concrete, brick, cement pavers or similar materials installed and maintained according to industry standards.
    3) Off-street parking facilities shall be designed and built to prevent the free flow of water onto adjacent properties.
    4) In the LI or GI Districts only, rear yard vehicular circulation areas, not including parking spaces, may be crushed concrete or similar material as approved by the City Administrator or designee. Crushed scoria, dirt, or other high-debris-generating materials may not be used as finished surfacing within City limits.
        i. For those areas where an access drive from a paved public right-of-way enters a loading or storage area that is not paved, a paved entrance of at least fifty (50) feet measured from the right-of-way into the property, or such other equivalent means to catch gravel or sediment prior to entering the public right-of-way, is required.
    5) All parking areas containing four or more spaces or containing angled parking shall have parking spaces and aisles clearly marked on the pavement.
c) Landscape and screening requirements. Unless otherwise noted, each unenclosed parking facility of over 3,000 square feet shall comply with the following regulations:
    1) Each unenclosed parking facility shall provide a minimum landscaped buffer of ten feet along any street property line.
    2) Each parking facility that abuts a residential district shall provide a ten-foot landscaped buffer along its common property line with the residential district.
    3) Any parking facility which abuts property in a residential district shall provide a fence, wall, landscape screen, or earth berm not less than four feet in height for the length of the common boundary. A grade change, terrace, or other site feature which blocks the sight line of headlights into a residential property may satisfy

this requirement, subject to the determination of the City Administrator or designee.

4) Each unenclosed parking facility of over 4,500 square feet within a street yard shall provide interior landscaped area equal to no less than five percent of the total paved area of the parking facility. Parking facilities within the GI District shall be exempt from this requirement.
5) Interior landscaping shall be credited toward the satisfaction of overall landscaping requirements set forth in Article VIII of this chapter. These requirements may be waived as part of the lot modification process described in Section 62-590.

d) Entrances and exits.
   1) Adequate access to each parking facility shall be provided by means of clearly defined and limited driveways or access points. Such driveways shall be designed to direct nonresidential traffic away from residential areas.
   2) In the DC District, entrances from arterial to off street parking, facilities shall be located at least 60 feet from the intersections of the curb lines of the intersecting streets.
   3) In all other districts, the entrances from arterial or collector streets to off street parking facilities shall be located at least 60 feet from the intersections of the curb lines of the intersecting streets.
e) Safety features.
   1) Parking facilities shall be designed to provide visibility of and between pedestrians and vehicles when circulating within or entering or leaving the facility; and shall not create blind, hidden, or hazardous areas.
   2) Circulation patterns shall be designed in accordance with accepted standards of traffic engineering and safety.
f) Lighting.
   1) Any lighting used to illuminate any off-street parking area shall be arranged to direct light away from adjoining properties in any residential district.
   2) Off-street parking facilities in commercially zoned properties within the corridor overlay district shall include decorative lighting within the first 100 feet of lot frontage.
g) Maintenance. All parking facilities shall be maintained to ensure the continued usefulness and compatibility of the facility. Acceptable maintenance includes keeping the facility free of refuse, debris, and litter; maintaining parking surfaces in sound condition; and providing proper care of landscaped areas.
h) Special use permits. For those uses identified in Article IV of this chapter as requiring special use permit approval, the Board of City Commissioners may approve conditions adjusting the minimum requirements of this section, in order to provide design, usability, attractiveness, or protection to adjoining uses in a manner equal to or greater than the minimum requirements of this article.

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.

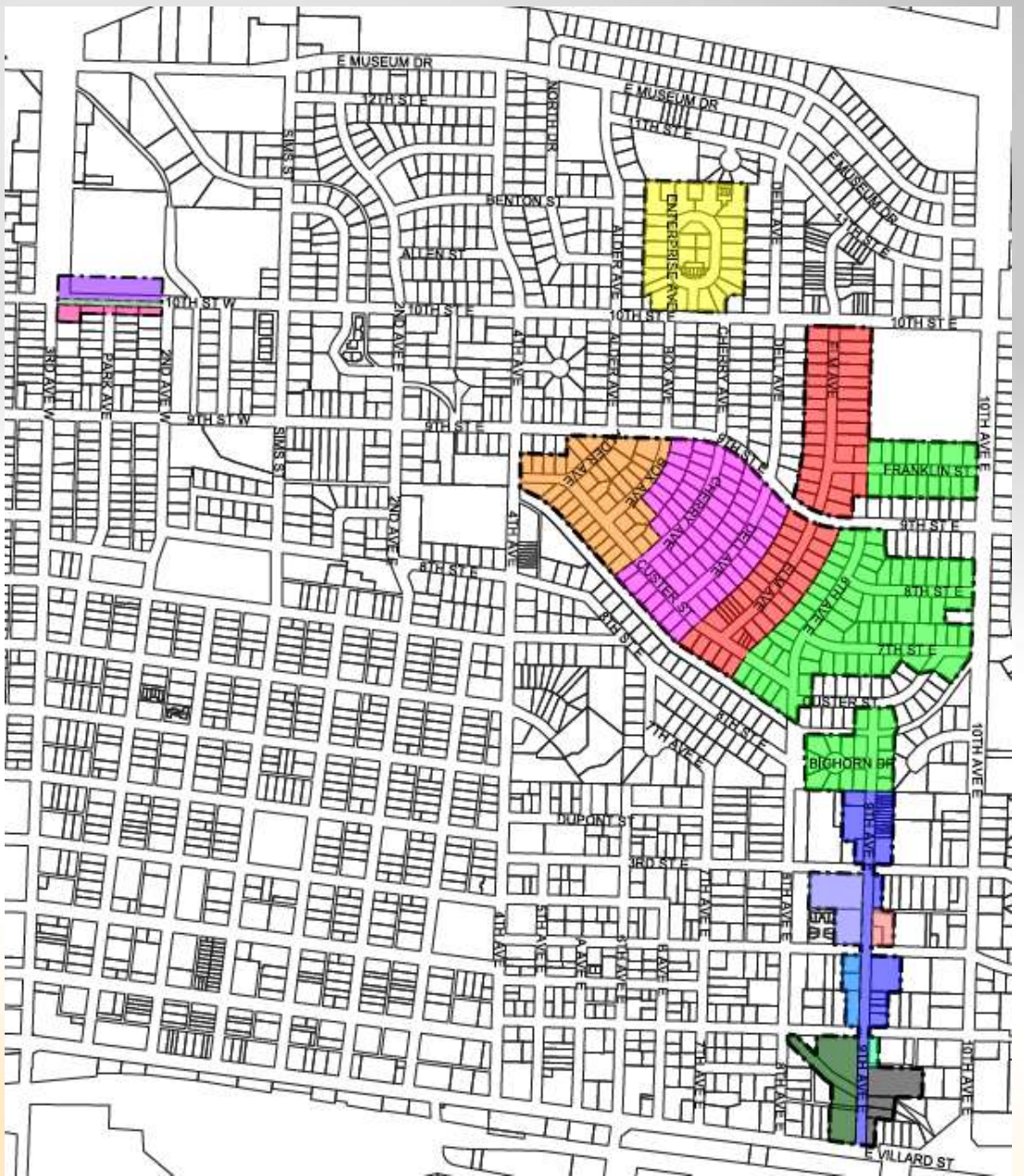
Scott Decker, President
Board of City Commissioners

ATTEST

Dustin Dassinger, City Administrator

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

2026 Road Maintenance SID 202601-1



CITY OF Dickinson North Dakota

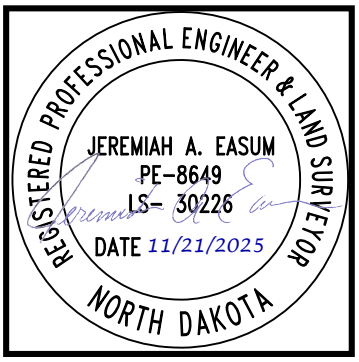
Preliminary Engineering Report

City of Dickinson 2026 Road Maintenance

Special Improvement District

SID Number 202601-1

November 2025



Background and Project Areas

The proposed Special Improvement District (SID) is part of the 2026 Road Maintenance Project also known as City of Dickinson project number 2026010. The project is included in the City's 2026 budget and is based on a 2025 Pavement Management Report that assessed all City streets and provided a priority rating for improvements. The report was further reviewed by the consultant team and City staff. The primary objective is street asphalt pavement rehabilitation and full-depth reconstruction in accordance with the recommendations. In addition, the project will include repair or replacement of concrete curb, gutter, sidewalk, accessibility ramps and driveways adjacent to the streets being rehabilitated.

Justification

Mill & overlay or full depth repairs of failed road sections are needed to extend the pavement life. To minimize impacts on landowners the project will also repair or replace adjacent concrete.

A SID will fund the sidewalk repair or replacement in accordance with the City's Special Assessment Policy (see Appendix 1) approved by the City Commission on December 17, 2019. The policy gives the City authority to assess cost for constructing sidewalks, curb and gutter and driveway aprons in conjunction with street maintenance projects. The city has opted only to use a SID for sidewalk and driveway repairs and replacement. The costs associated with repair and replacement of curb, gutter and accessibility ramps will be funded under the pavement maintenance budget.

Schedule and Opinion of Cost

Construction for this project is scheduled to be completed during the summer of 2026. Bids are anticipated in January 2026.

The engineer's estimate of probable construction cost for the project is included in Appendix 2, and the breakout of specific assessments to individual parcels is shown in Appendix 3.

Public Benefits - Roadway Paving and Incidentals

Roadway pavement is essential to ensuring safe and efficient transportation within urban communities. A well-maintained paved road network improves vehicle and pedestrian safety by providing a smooth, stable surface that reduces the risk of accidents and vehicle damage caused by uneven or unpaved roads. Proper pavement also improves traffic flow, reducing congestion and travel time for residents and businesses, thereby enhancing overall quality of life. Additionally, paved roads are more durable and resilient to weather

conditions, preventing issues like erosion, dust, and water pooling, which can degrade unpaved surfaces over time and lead to costly repairs.

Unpaved roads, while potentially less costly to install initially, are impractical in urban environments due to their high long-term maintenance costs, susceptibility to weather damage, and poor durability under heavy traffic. Unpaved roads require frequent grading to remain passable, and they deteriorate quickly in adverse weather, leading to erosion, dust, and potholes. These factors not only increase ongoing maintenance costs but also result in poor road conditions that can negatively impact property values, vehicle repair costs, and public safety. While unpaved roads are not a practical solution for urban areas, they serve as the only feasible alternative for comparison in evaluating the costs and benefits of paved road improvements within urban improvement districts. Unpaved roadways do not meet the International Fire Code within urban areas.

Unpaved roads require significant ongoing maintenance to keep them functional. Over a 25-year period, the costs of maintaining an unpaved roadway include regular grading, dust control, erosion management, and resurfacing. Below is a breakdown of key expenses:

- Initial Installation Costs
- Routine Maintenance
    - Grading
    - Dust Control
    - Resurfacing
- Vehicle Damage and Safety Implications
- Additional costs to consider are related to delay time to the average use

The capital and maintenance costs of a typical collector or local roadway system are between $4,500,000 and $5,500,000 per mile.

Pavement preservation is a proactive approach that involves a series of low-cost, preventative maintenance treatments aimed at protecting our roadway network, extending pavement life, and meeting the needs of our citizens. While no pavement lasts forever, the timely application of these treatments can significantly extend the lifespan of the pavement, resulting in substantial cost savings.

The following pavement rehabilitation strategy is from the City of Dickinson's *2023 Pavement Management Report (MDS Technologies, Inc., February 1, 2024):*

> ***8 Rehabilitation Programs and Budget Analysis***
>
> *Effective management of a pavement network involves understanding how pavement deteriorates over time and applying appropriate maintenance and rehabilitation treatments at critical times in the life of a pavement to minimize the long-term cost of*

maintaining the network at a desirable condition level. The concept of pavement management is illustrated in Figure 4 below.

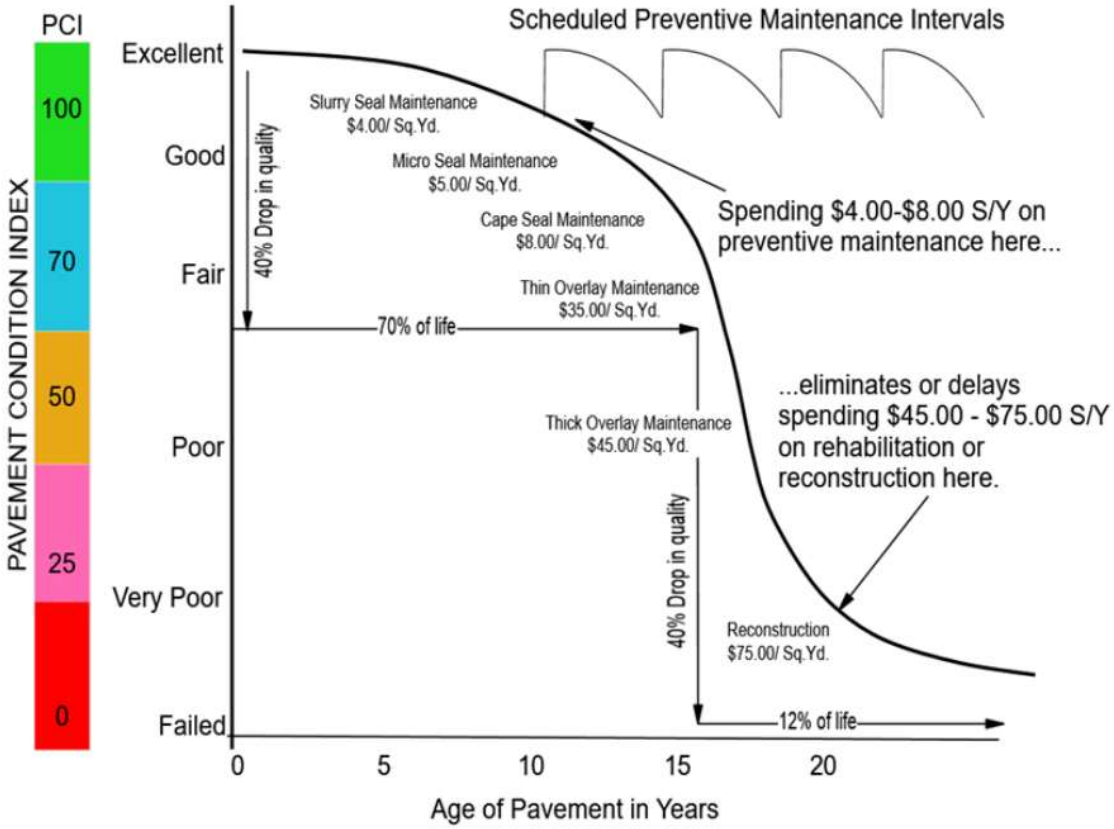


Figure 4: Pavement Management Concept and Effect of Timely Maintenance

Figure 4 shows that pavements typically do not deteriorate linearly. A pavement may experience only a 40 percent drop in quality over the first 70 percent of its life. During this time the life of a pavement may be extended significantly through the periodic application of relatively low-cost maintenance treatments. This is represented by the "shark-fin" shaped curve in the upper-right of the figure.

A failed roadway system not only requires costly repairs but also leads to indirect expenses for road users, including vehicle damage, increased fuel consumption, and more frequent maintenance needs. By implementing timely pavement preservation projects, smoother road surfaces are maintained, reducing these additional costs for the adjacent landowners. The pavement within the Special Improvement District existed prior to this project. However,

improvements are necessary due to required water system improvements. It is important to note that the surface costs within the Special Improvement District are not being assessed to property owners, which further increases the benefits to the property owners.

SID Maps and Assessment Tables

Information pertaining to the SID is shown in Appendix 3. The overall layout showing the related subdivisions and adjacent streets along with plan view drawings showing proposed improvements adjacent to each parcel and the assessment table for each parcel in the SID.

List of Appendices

Appendix 1 – City of Dickinson Special Assessment Policy

Appendix 2 – Engineer's Estimate of Probable Construction Cost

Appendix 3 - SID 202601-1 Information: District Map, Plan Drawings and Assessment Table

Appendix 1

City of Dickinson

Special Assessment Policy

RESOLUTION NO. 39 – 2019

A RESOLUTION DECLARING A SPECIAL ASSESSMENT POLICY FOR COSTS FOR SIDEWALKS, CURB AND GUTTER IMPROVEMENTS

WHEREAS, the City of Dickinson intends to perform routine maintenance projects on asphalt and concrete streets, and

WHEREAS, the City of Dickinson has a limited amount of funding available to perform maintenance projects, and

WHEREAS the City of Dickinson has the legal authority to assess costs for sidewalks and curb and gutter improvements to properties within the City Of Dickinson pursuant to N.D.C.C. Section 40-31-06 and Municipal Code Section 33.04.180.

NOW, THEREFORE, it is hereby resolved by the Board of City Commissioners, as follows:

1. There is hereby created a special assessment policy for street maintenance projects.

2. Sidewalk and curb and gutter improvements made in conjunction with the street maintenance projects will be assessed to the adjacent landowners except in the following conditions:

    a. On corner lots, through the entirety of the radius around the corner.

    b. Where otherwise satisfactory curb and gutter or sidewalk need to be replaced because of work being done on the street project, including lighting and signing.

    c. Where curb and gutter or sidewalk about the back lot line of a property

    d. Where at the discretion of the City Engineer, sidewalk installation is not feasible.

3. Of the eligible costs in Section 2, one hundred percent (100%) will be assessed to the benefitting properties.

4. The costs of assessments shall be paid by the benefitting properties over a ten (10) year term at a rate of 1.5% over the then current market interest rate at the time of construction.

NOW, THEREFORE, BE IT RESOLVED that the Board of City Commissioners of the City of Dickinson, North Dakota creates a special assessment policy for street maintenance projects.

Dated this 17th day of December 2019.

Scott Decker, President
Board of City Commissioners

ATTEST:

Joseph Gaa, Dickinson City Administrator

Appendix 2

Engineer's Estimate of

Probable Construction Cost

202601: 2026 ROAD MAINTENANCE - MILL & OVERLAY					
ITEM NO.	DESCRIPTION	UNIT	BASE	PRICE	TOTAL
1	MOBILIZATION & CONTRACT BOND	LS	1	$ 600,000.00	$ 600,000.00
2	REMOVAL OF CONCRETE	SY	3,519	$ 26.00	$ 91,494.00
3	REMOVAL OF CURB & GUTTER	LF	8,923	$ 10.00	$ 89,230.00
4	REMOVAL OF BITUMINOUS SURFACING	SY	1,822	$ 21.50	$ 39,173.00
5	REMOVAL OF BITUMINOUS SURFACING - CITY PATCH	SY	370	$ 21.50	$ 7,955.00
6	CURB & GUTTER	LF	8,923	$ 55.00	$ 490,765.00
7	CONCRETE VALLEY GUTTER	SY	153	$ 250.00	$ 38,250.00
8	CONCRETE SIDEWALK	SY	3,042	$ 110.00	$ 334,620.00
9	RETAINING WALL	LF	164	$ 300.00	$ 49,200.00
10	CONCRETE DRIVEWAY 6IN	SY	1,435	$ 150.00	$ 215,250.00
11	DETECTABLE WARNING PANEL	SF	222	$ 35.00	$ 7,770.00
12	DETECTABLE WARNING PANEL - SURFACED APPLIED	SF	406	$ 35.00	$ 14,210.00
13	MILLING PAVEMENT SURFACE	SY	67,236	$ 4.00	$ 268,944.00
14	ASPHALT PAVEMENT	TON	5,603	$ 140.00	$ 784,420.00
15	ASPHALT REPAIR	TON	429	$ 275.00	$ 117,975.00
16	ASPHALT REPAIR - CITY PATCH	TON	80	$ 275.00	$ 22,000.00
17	SUBGRADE PREPARATION - ASPHALT REPAIR	SY	2,012	$ 10.00	$ 20,120.00
18	SUBGRADE PREPARATION - ASPHALT REPAIR - CITY PATCH	SY	400	$ 10.00	$ 4,000.00
19	SALVAGED BASE COURSE	CY	325	$ 100.00	$ 32,500.00
20	SALVAGED BASE COURSE - CITY PATCH	CY	60	$ 100.00	$ 6,000.00
21	GEOSYNTHETIC MATERIAL - TYPE R1	SY	2,108	$ 7.00	$ 14,756.00
22	GEOSYNTHETIC MATERIAL - TYPE R1 - CITY PATCH	SY	400	$ 7.00	$ 2,800.00
23	GEOSYNTHETIC MATERIAL - TYPE G	SY	1,952	$ 9.00	$ 17,568.00
24	GEOSYNTHETIC MATERIAL - TYPE G - CITY PATCH	SY	370	$ 9.00	$ 3,330.00
25	ROUT AND SEAL SIDEWALK OR DRIVEWAY CONCRETE	LF	944	$ 6.00	$ 5,664.00
26	ROUT AND SEAL CURB & GUTTER	LF	2,158	$ 6.00	$ 12,948.00
27	ADJUST MANHOLE	EA	75	$ 2,500.00	$ 187,500.00
28	ADJUST GATE VALVE BOX	EA	45	$ 2,000.00	$ 90,000.00
29	ADJUST INLET	EA	4	$ 500.00	$ 2,000.00
30	INLET TYPE 2	EA	5	$ 5,000.00	$ 25,000.00
31	REPAIR 8IN SEWER MAIN	LF	32	$ 375.00	$ 12,000.00
32	18IN REINFORCED CONCRETE PIPE	LF	127	$ 200.00	$ 25,400.00
33	24IN REINFORCED CONCRETE PIPE	LF	856	$ 220.00	$ 188,320.00
34	24IN REINFORCED CONCRETE FLARED END SECTION	EA	1	$ 2,500.00	$ 2,500.00
35	MANHOLE 60IN	EA	1	$ 12,500.00	$ 12,500.00
36	MANHOLE 84IN	EA	1	$ 20,000.00	$ 20,000.00
37	RIPRAP GRADE II	CY	35	$ 120.00	$ 4,200.00
38	GEOSYNTHETIC MATERIAL - TYPE RR	SY	52	$ 10.00	$ 520.00
39	4" EPOXY PAINT LINE	LF	330	$ 1.50	$ 495.00
40	8" EPOXY PAINT LINE	LF	4,665	$ 5.00	$ 23,325.00
41	24" EPOXY PAINT LINE	LF	411	$ 25.00	$ 10,275.00
42	EPOXY PAINT MESSAGE	SF	82	$ 25.00	$ 2,050.00
43	FLAGGING	MH	1,000	$ 50.00	$ 50,000.00
44	TRAFFIC CONTROL	LS	1	$ 100,000.00	$ 100,000.00
				SUBTOTAL	$ 4,047,027.00
				5% CONTINGENCY	$ 202,351.35
				TOTAL	$ 4,249,378.35

202601: 2026 ROAD MAINTENANCE - CHIP & FOG SEAL					
ITEM NO.	DESCRIPTION	UNIT	BASE	PRICE	TOTAL
1	MOBILIZATION & CONTRACT BOND	LS	1	$ 350,000.00	$ 350,000.00
2	BITUMINUS MATERIAL - CHFRS-2P	GAL	193,076	$ 6.25	$ 1,206,725.00
3	COVER AGGREGATE MATERIAL - CL 41	TON	6,766	$ 95.00	$ 642,770.00
4	FOG SEAL - SS-1H or CSS-1H	GAL	29,125	$ 7.50	$ 218,437.50
5	4" SHORT TERM LINE - TYPE NR	LF	84,279	$ 0.25	$ 21,069.75
6	8" SHORT TERM LINE - TYPE NR	LF	13,158	$ 0.75	$ 9,868.50
7	24" SHORT TERM LINE - TYPE NR	LF	4,219	$ 7.00	$ 29,533.00
8	SHORT TERM MESSAGE - TYPE NR	SF	2,676	$ 7.00	$ 18,732.00
9	4" EPOXY PAINT LINE	LF	1,944	$ 1.50	$ 2,916.00
10	8" EPOXY PAINT LINE	LF	6,272	$ 5.00	$ 31,360.00
11	24" EPOXY PAINT LINE	LF	3,026	$ 25.00	$ 75,650.00
12	EPOXY PAINT MESSAGE	SF	161	$ 15.00	$ 2,415.00
13	4" GROOVED PREFORMED PATTERNED LINE	LF	82,335	$ 7.00	$ 576,345.00
14	8" GROOVED PREFORMED PATTERNED LINE	LF	6,886	$ 15.00	$ 103,290.00
15	24" GROOVED PREFORMED PATTERNED LINE	LF	1,193	$ 40.00	$ 47,720.00
16	GROOVED PREFORMED PATTERNED MESSAGE	SF	2,515	$ 30.00	$ 75,450.00
17	FLAGGING	MH	500	$ 50.00	$ 25,000.00
18	TRAFFIC CONTROL	LS	1	$ 100,000.00	$ 100,000.00
19	RAILWAY PROTECTION INSURANCE	LS	1	$ 2,000.00	$ 2,000.00
				SUBTOTAL	$ 3,539,281.75
				5% CONTINGENCY	$ 176,964.09
				TOTAL	$ 3,716,245.84

MILL & OVERLAY =	$ 4,249,378.35
CHIP & FOG SEAL =	$ 3,716,245.84
ESTIMATED CONSTRUCTION ENGINEERING =	$ 600,000.00
TOTAL	**$ 8,565,624.19**

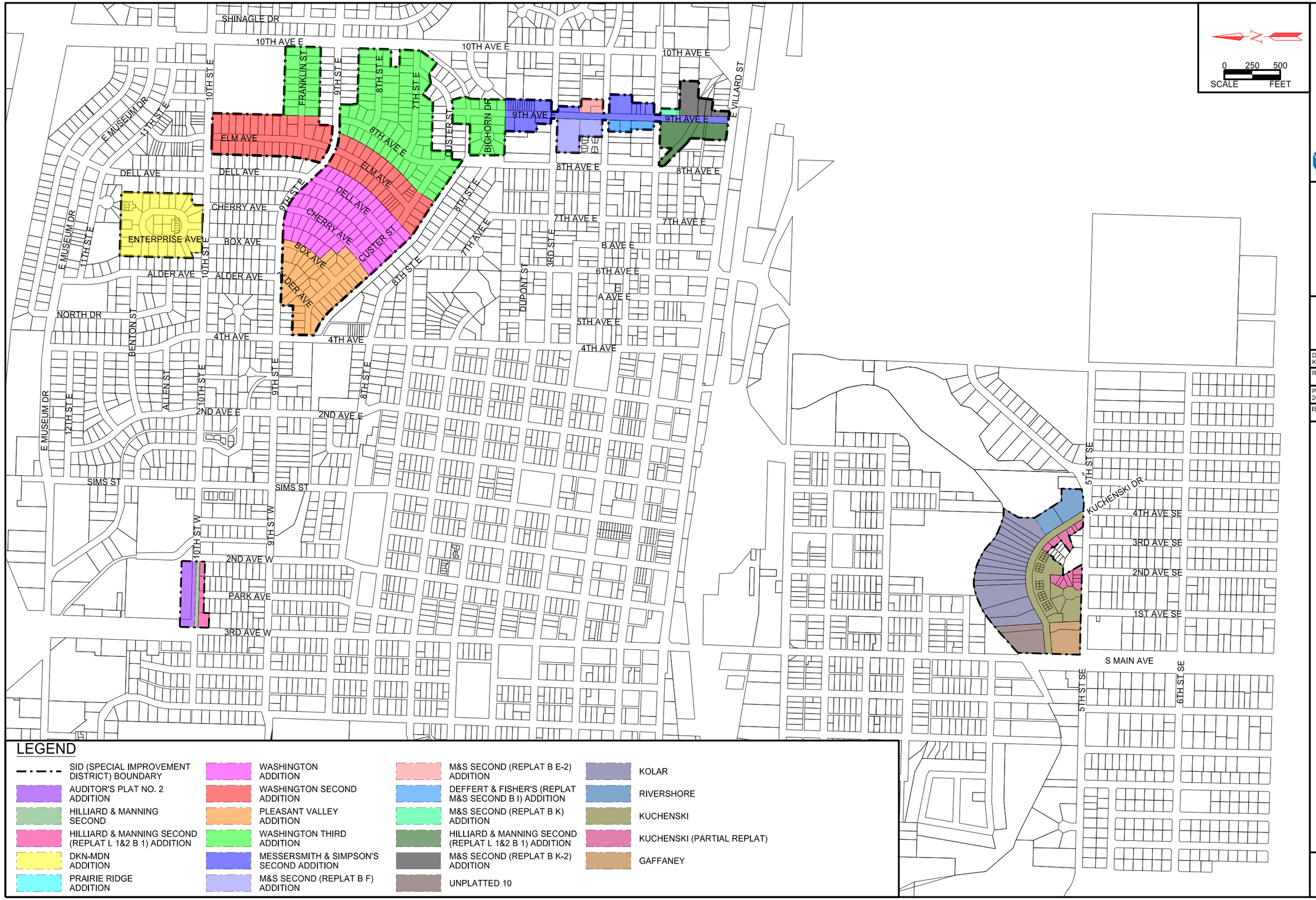
Appendix 3

SID No. 202601-1 Information

District Map

Plan Drawings

Assessment Table



LEGEND

- SID (SPECIAL IMPROVEMENT DISTRICT) BOUNDARY
- AUDITOR'S PLAT NO. 2 ADDITION
- HILLIARD & MANNING SECOND
- HILLIARD & MANNING SECOND (REPLAT L 1&2 B 1) ADDITION
- DKN-MDN ADDITION
- PRAIRIE RIDGE ADDITION
- WASHINGTON ADDITION
- WASHINGTON SECOND ADDITION
- PLEASANT VALLEY ADDITION
- WASHINGTON THIRD ADDITION
- MESSERSMITH & SIMPSON'S SECOND ADDITION
- M&S SECOND (REPLAT B F) ADDITION
- M&S SECOND (REPLAT B E-2) ADDITION
- DEFFERT & FISHER'S (REPLAT M&S SECOND B I) ADDITION
- M&S SECOND (REPLAT B K) ADDITION
- HILLIARD & MANNING SECOND (REPLAT L 1&2 B 1) ADDITION
- M&S SECOND (REPLAT B K-2) ADDITION
- UNPLATTED 10
- KOLAR
- RIVERSHORE
- KUCHENSKI
- KUCHENSKI (PARTIAL REPLAT)
- GAFFANEY

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CITY OF DICKINSON
DICKINSON, NORTH DAKOTA
SID NO. 202601-1 - DISTRICT MAP

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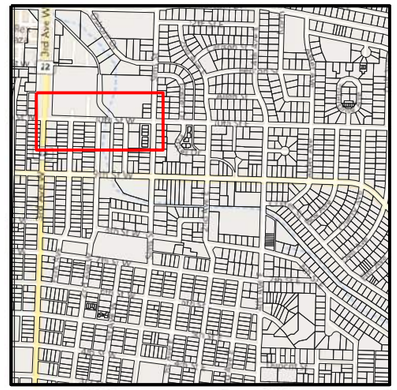
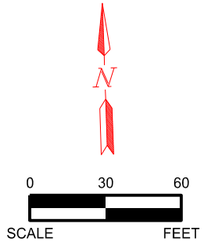
VICINITY MAP



LEGEND

- SID SIDEWALK CONCRETE
- SID R&S SIDEWALK OR DRIVEWAY CONCRETE
- SID DRIVEWAY CONCRETE
- SID RETAINING WALL
- ADA RAMP REPAIR



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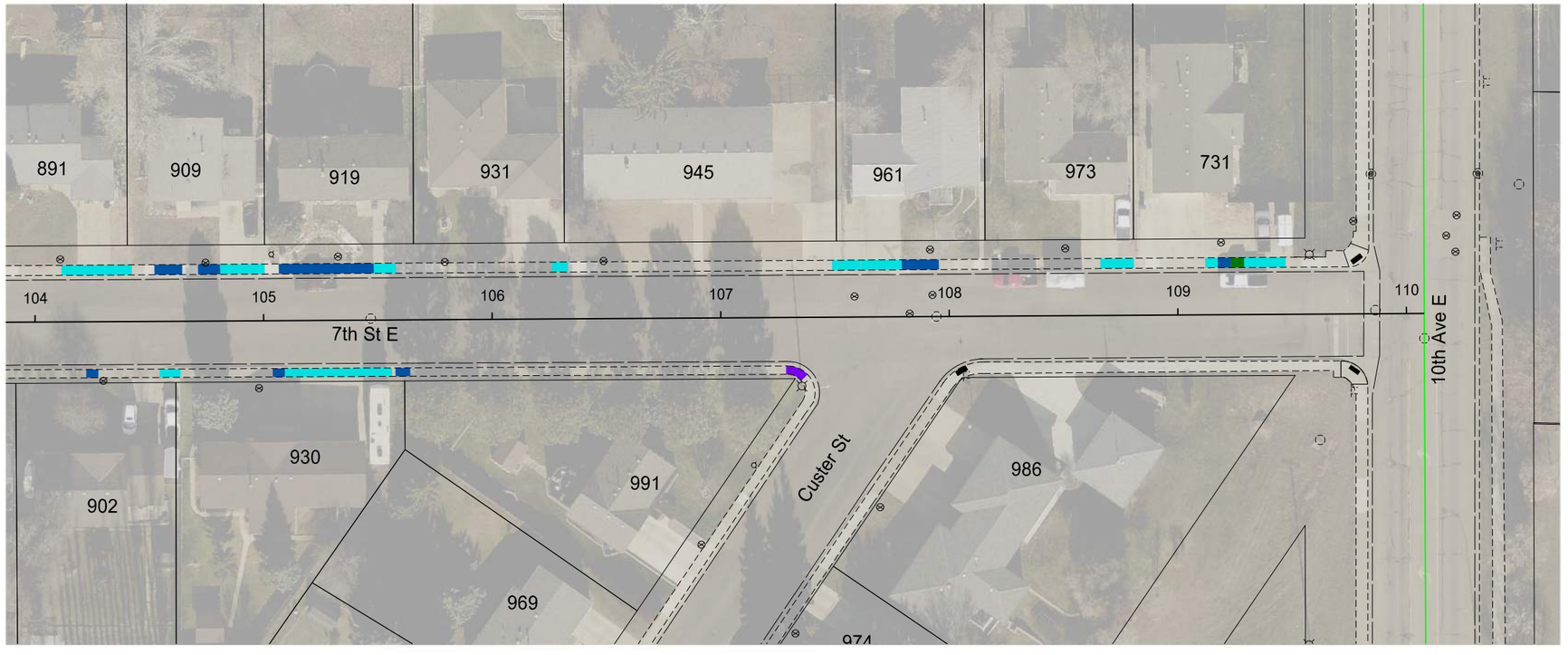

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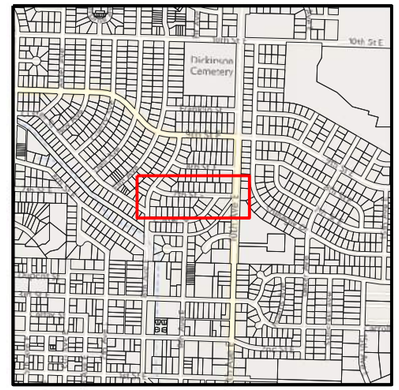

LEGEND

- SID SIDEWALK CONCRETE
- SID R&S SIDEWALK OR DRIVEWAY CONCRETE
- SID DRIVEWAY CONCRETE
- SID RETAINING WALL
- ADA RAMP REPAIR

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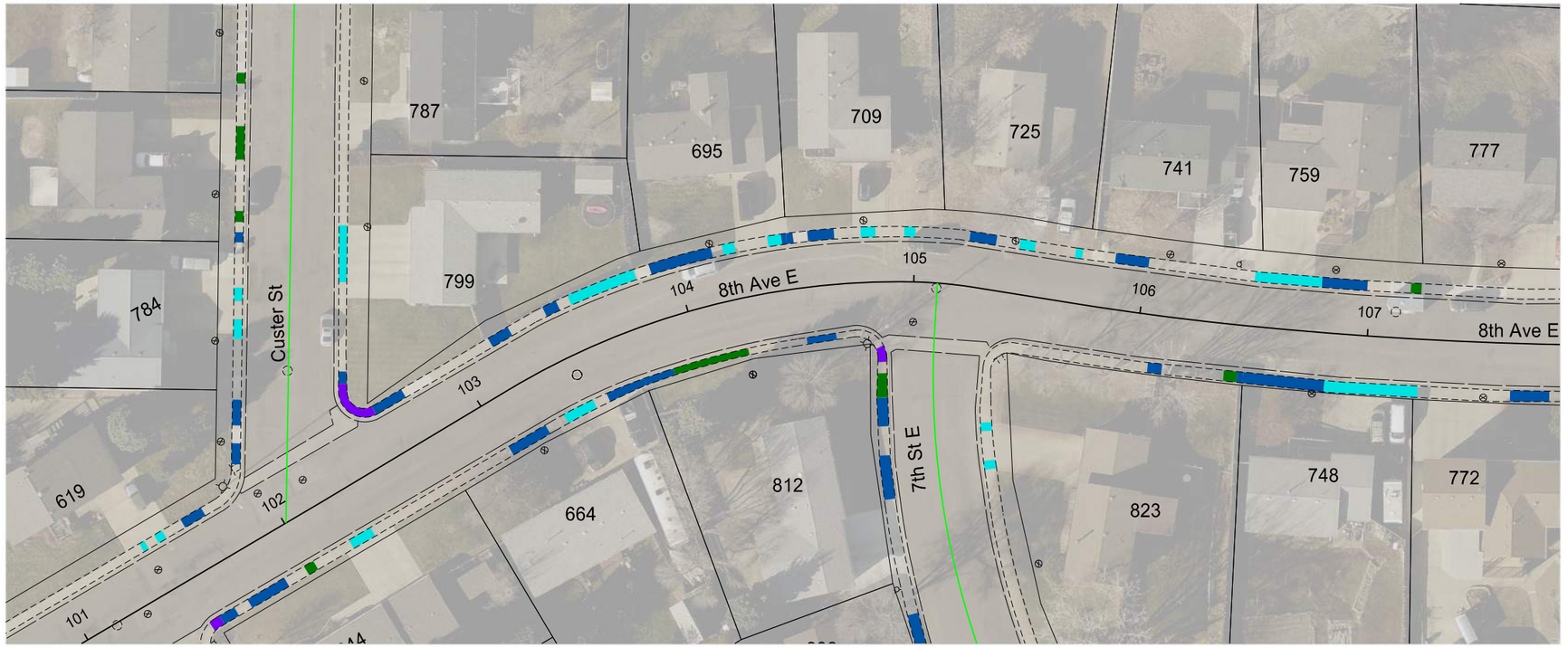

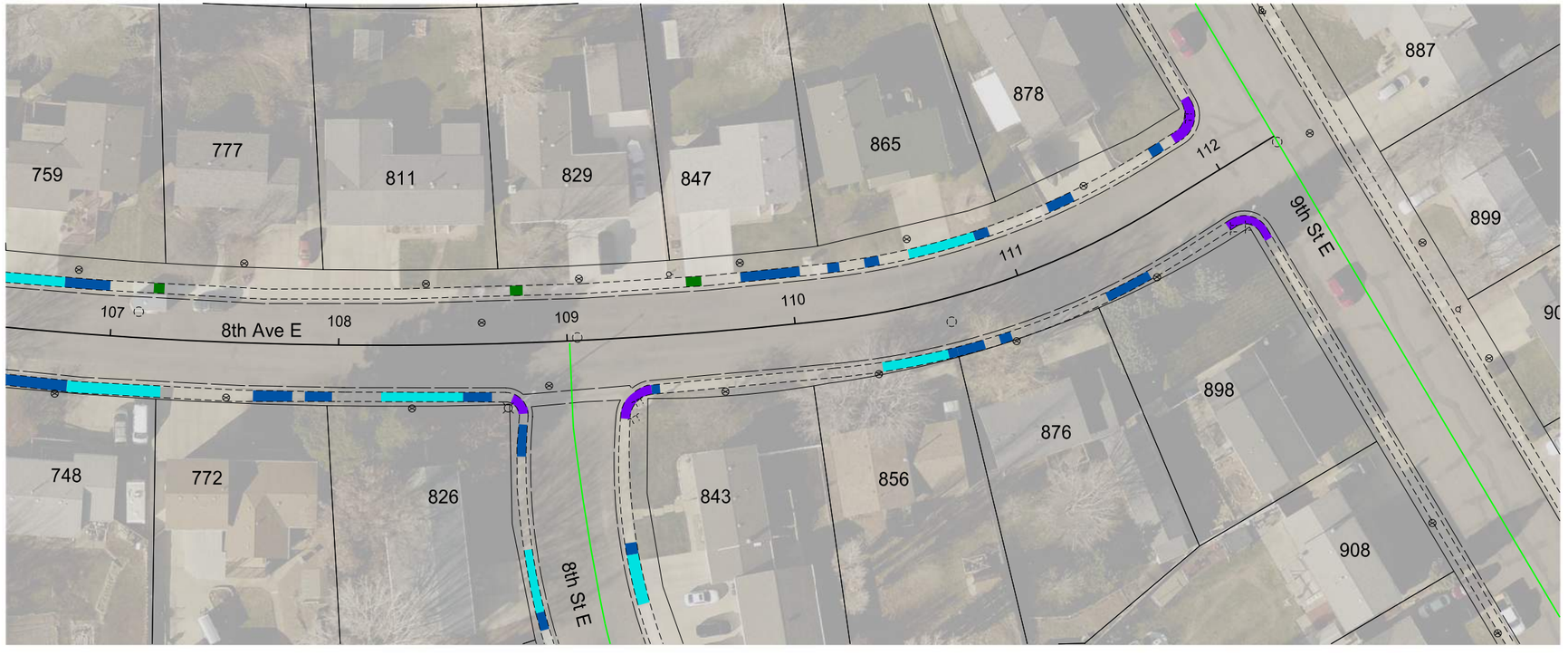

VICINITY MAP

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- SID SIDEWALK CONCRETE
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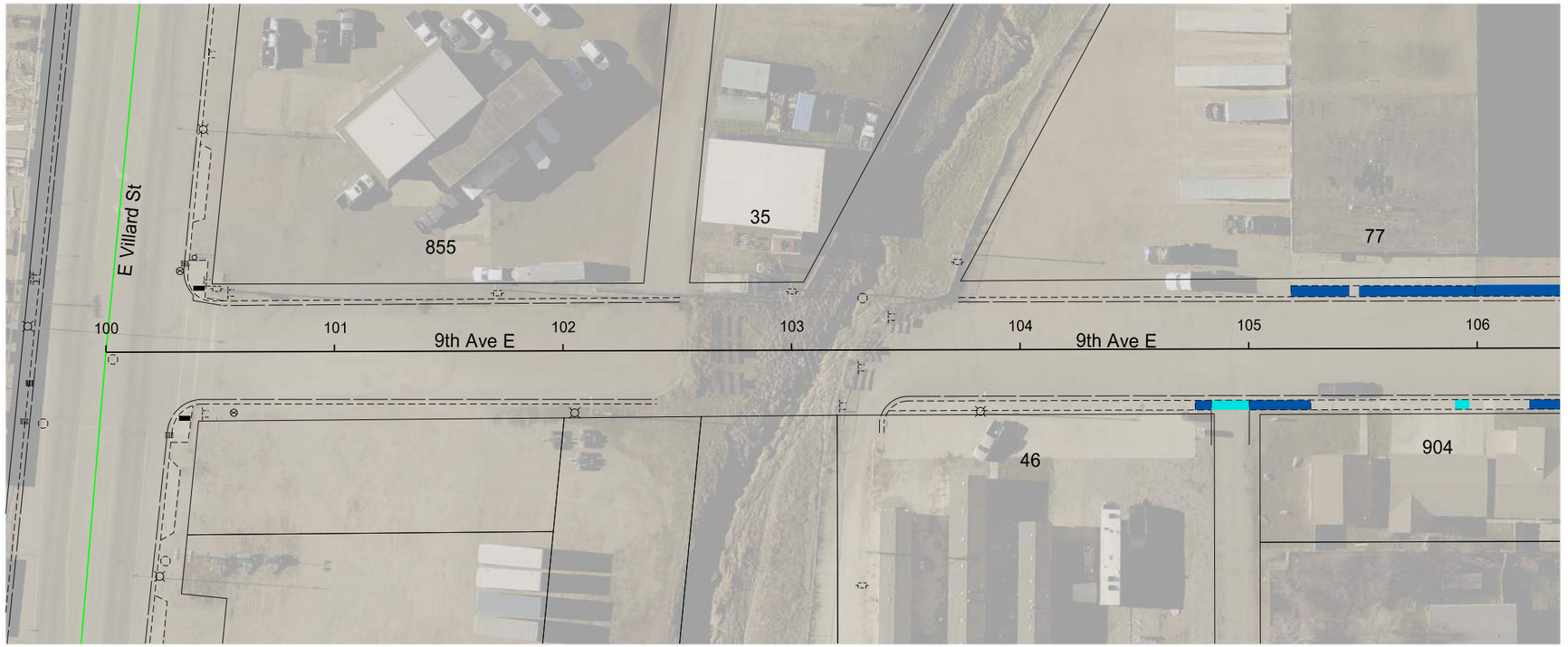

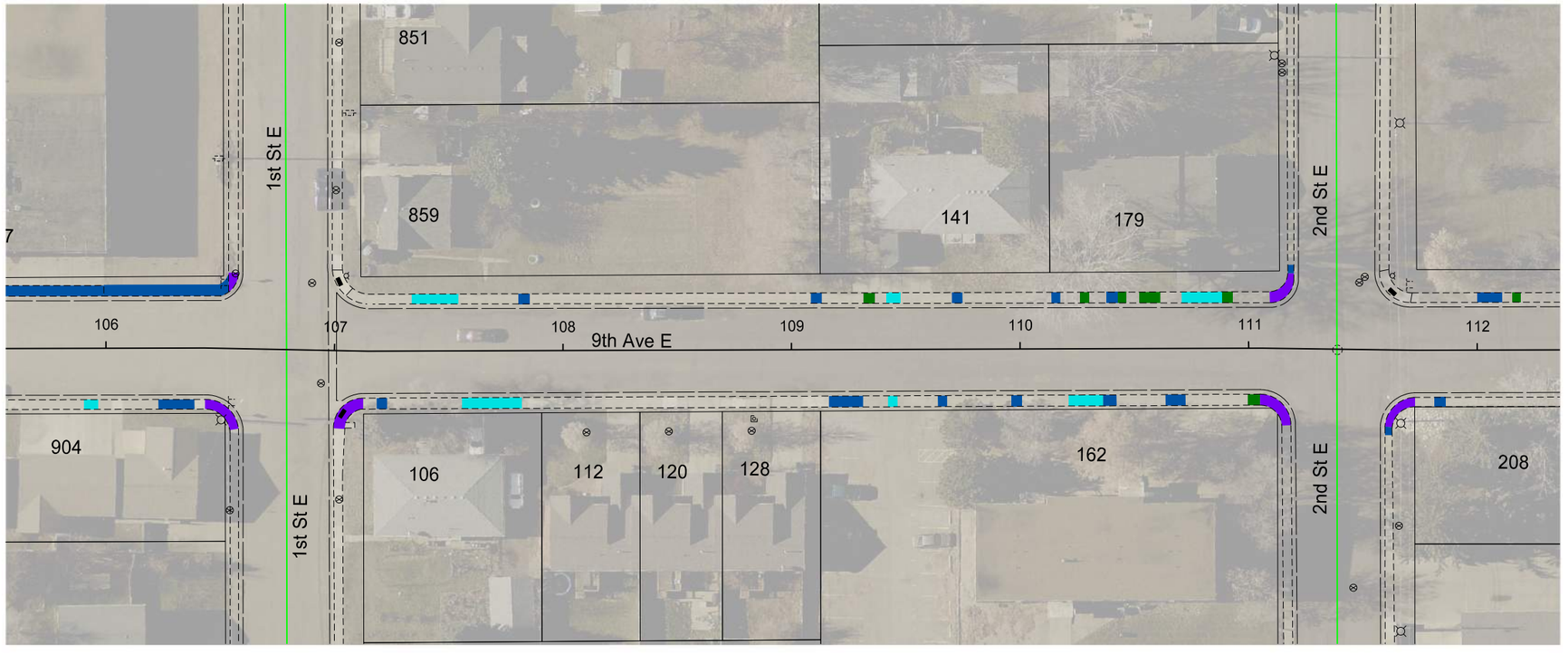

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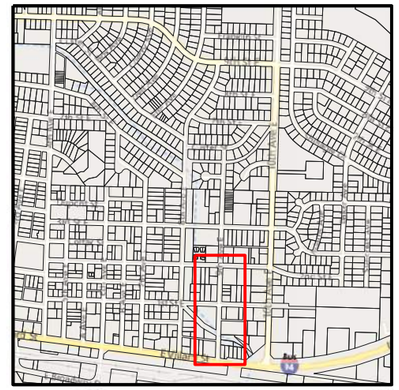

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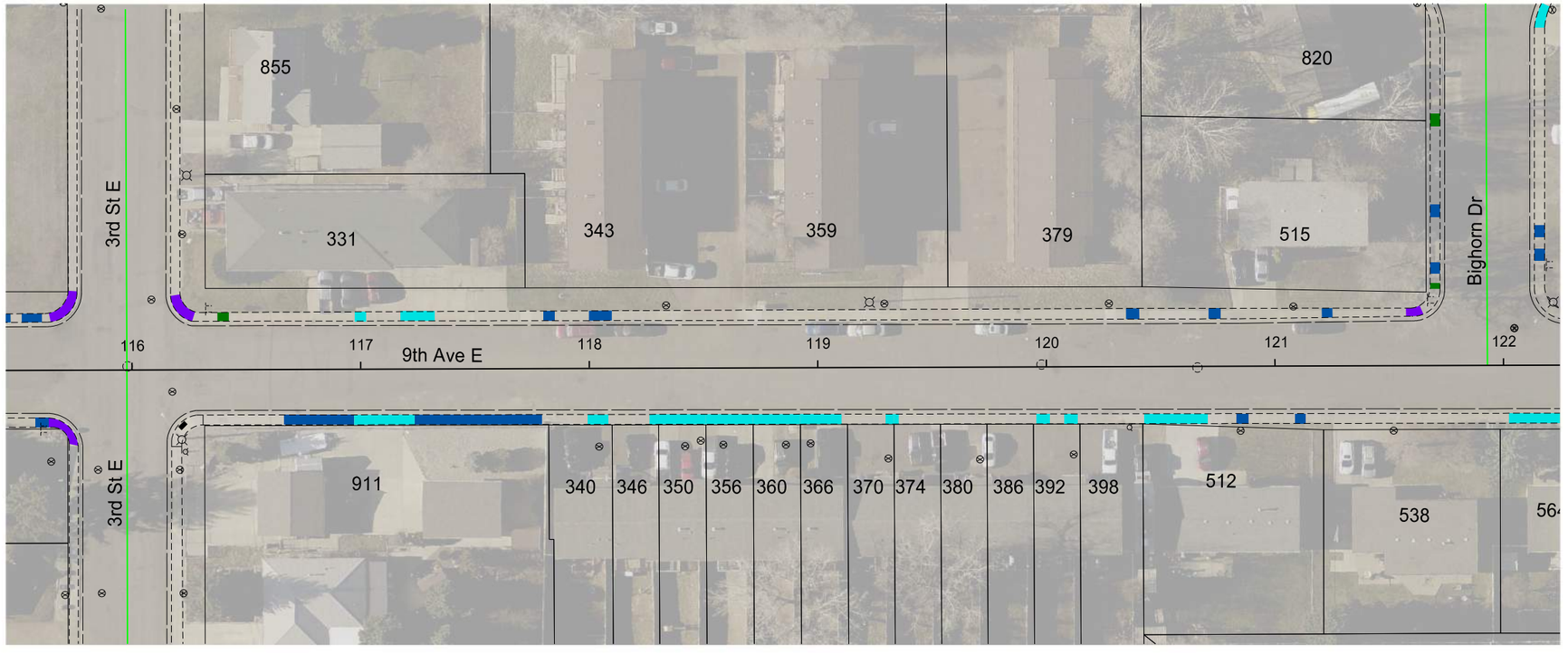

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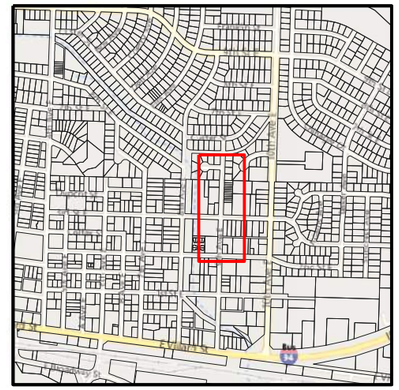

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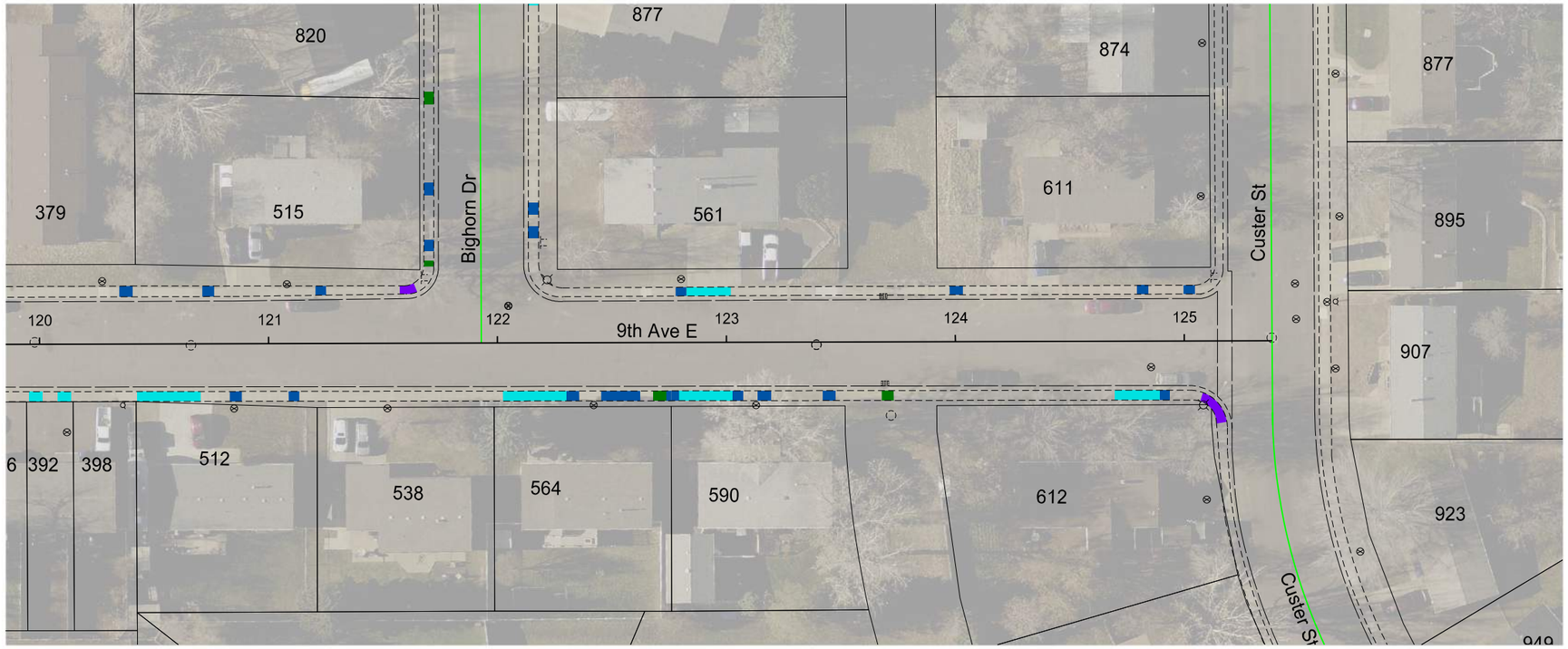

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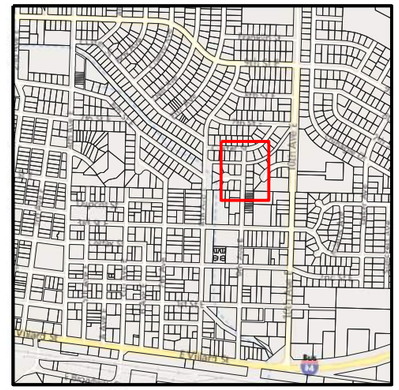

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- ADA RAMP REPAIR

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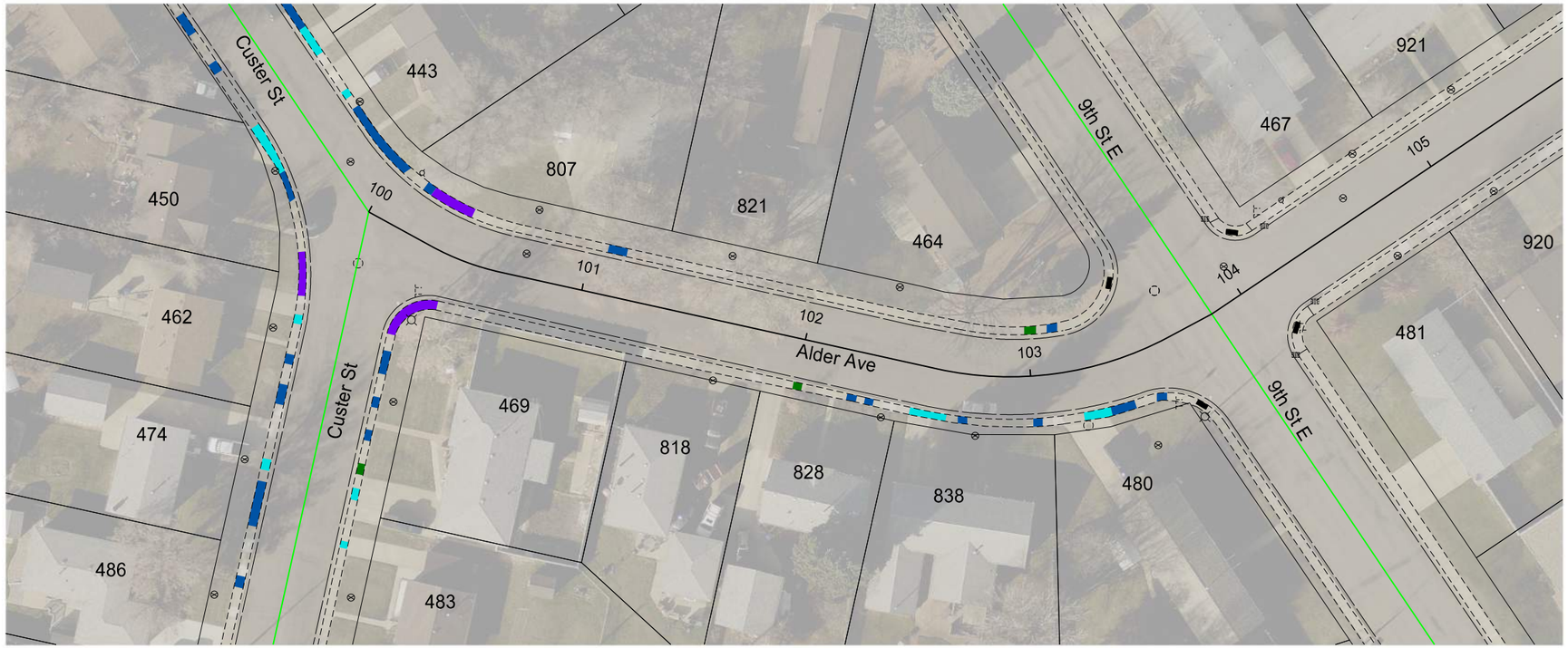

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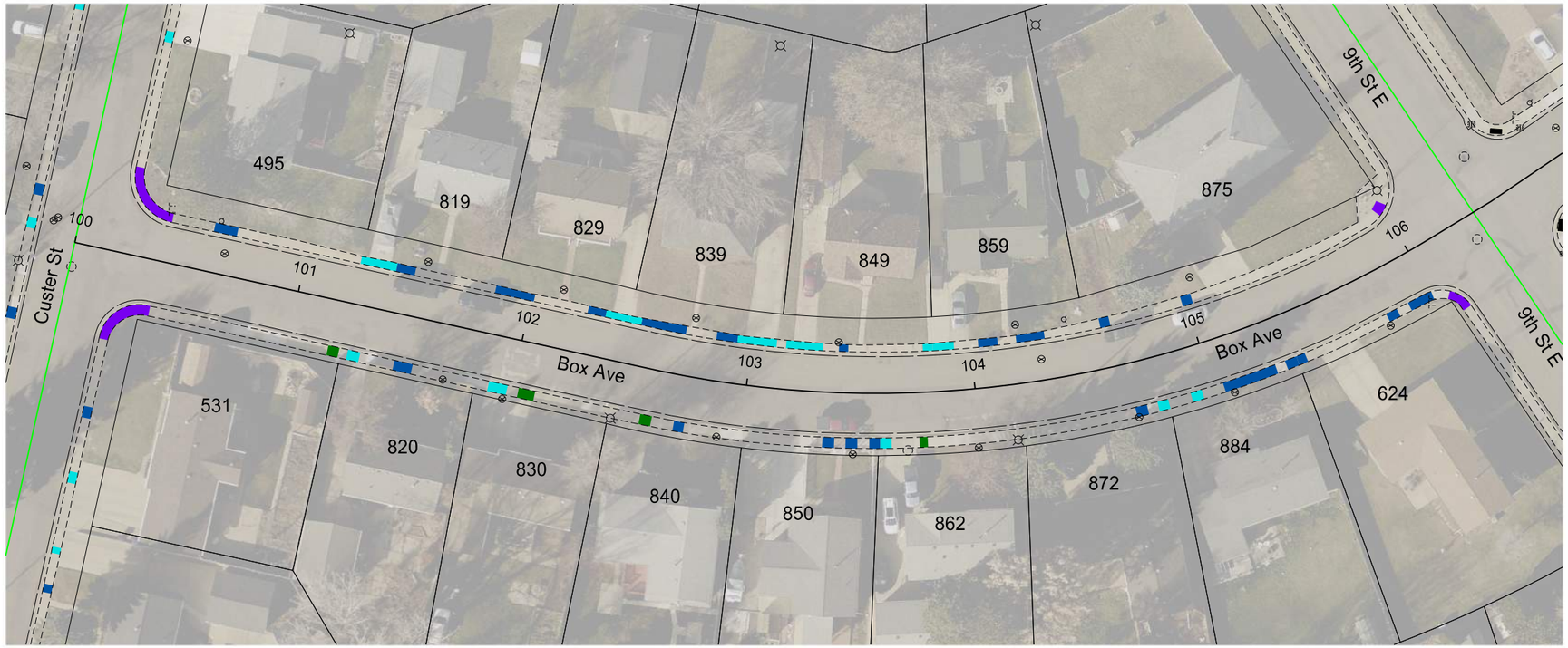

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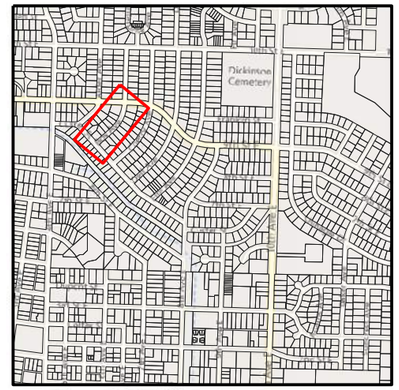

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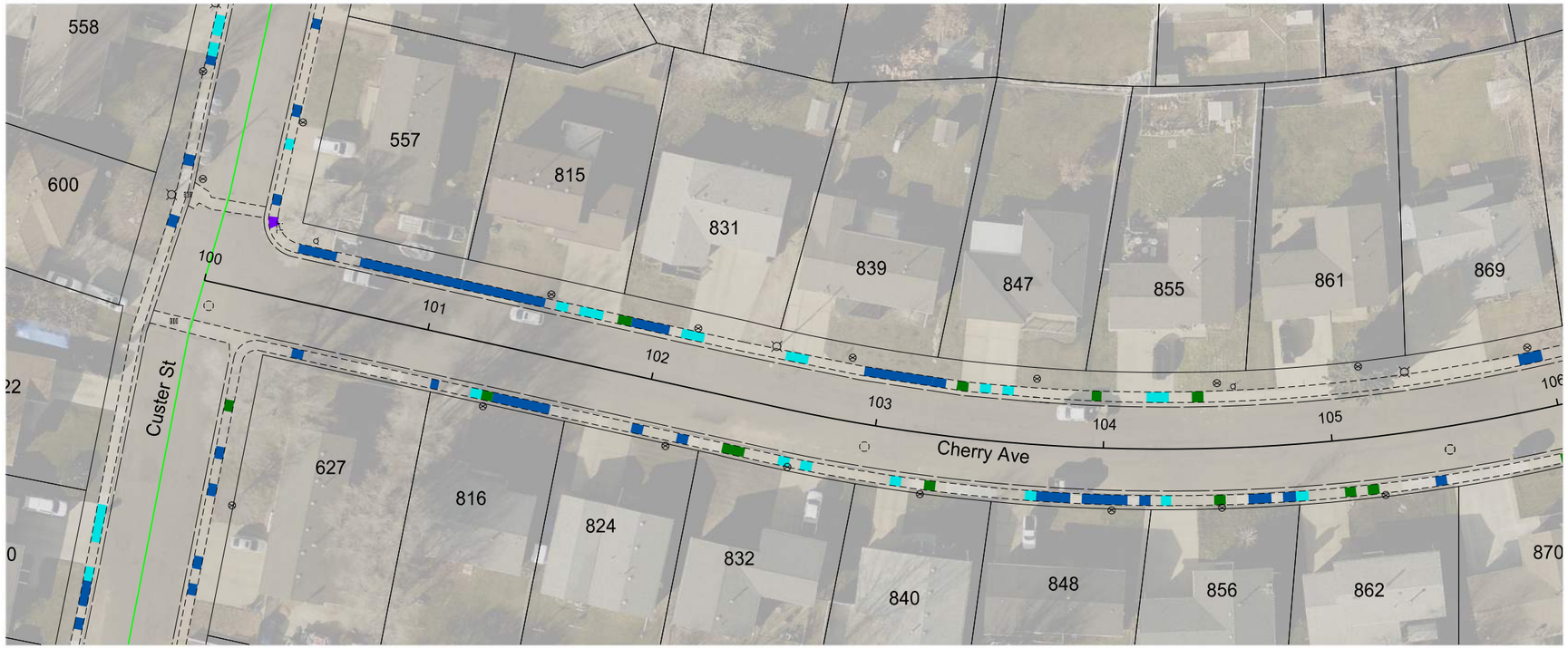

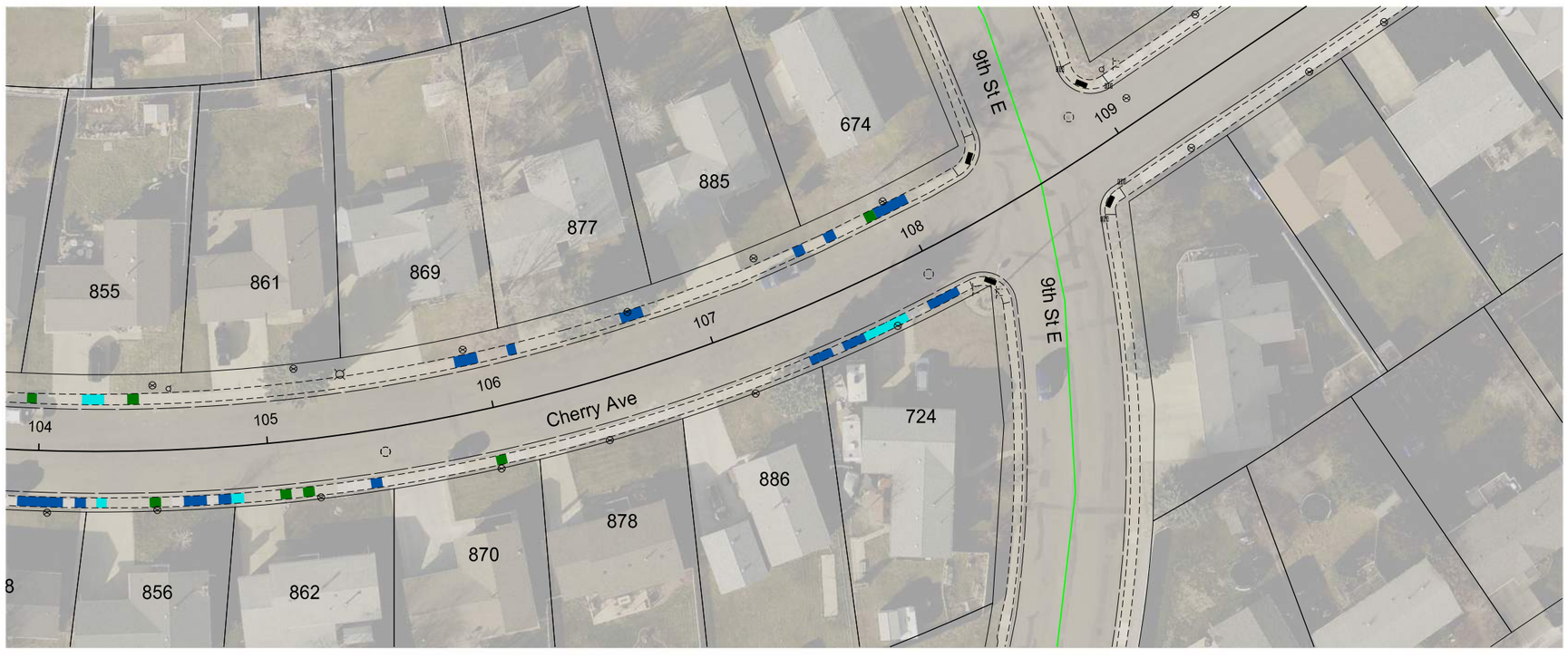

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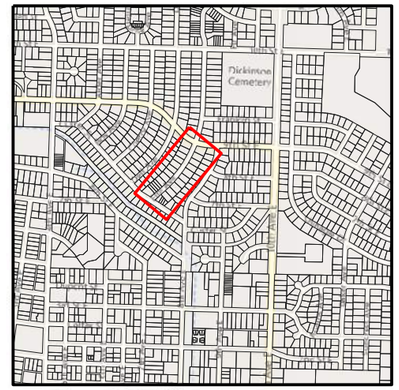

LEGEND

- SID SIDEWALK CONCRETE
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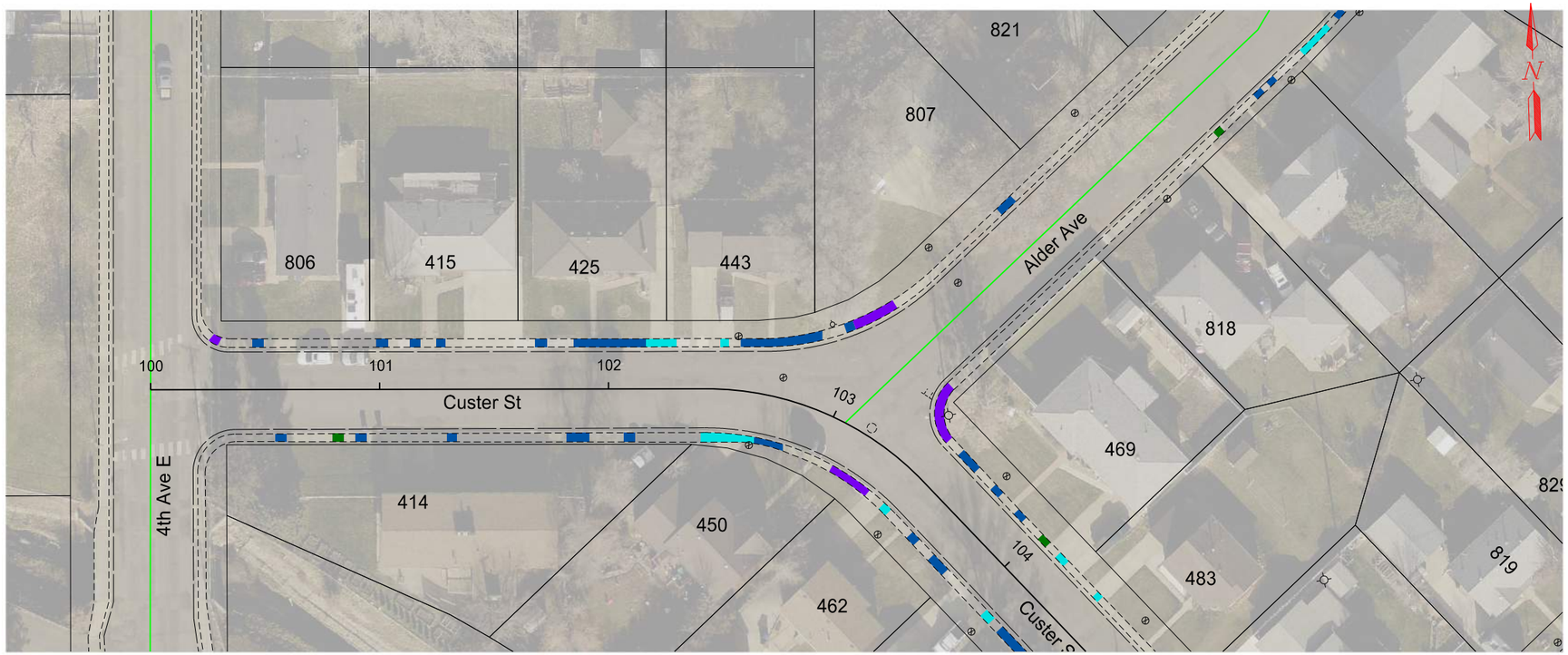

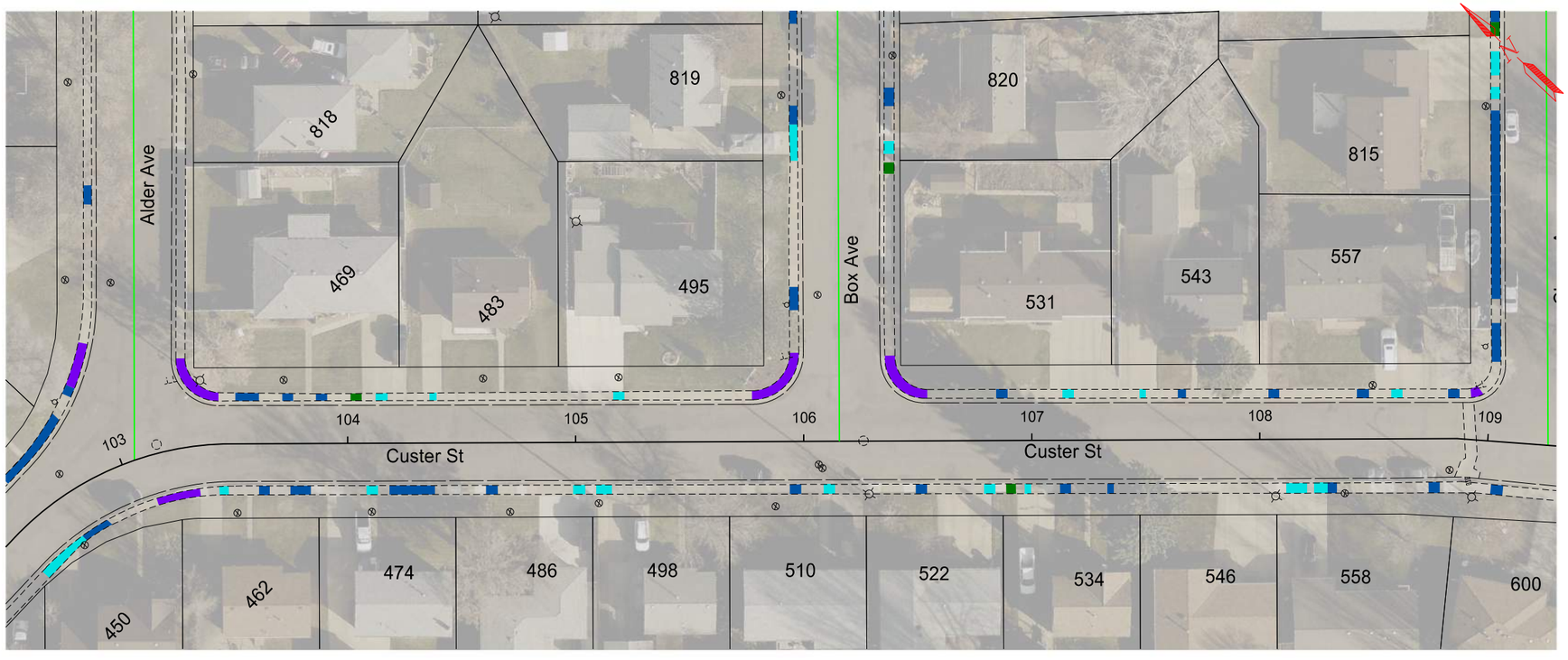

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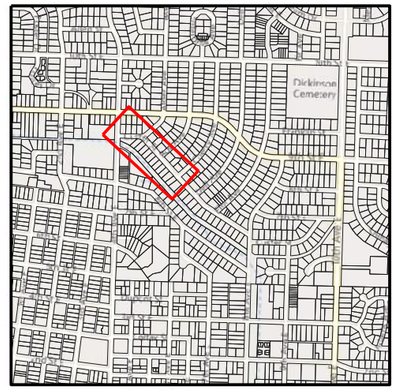

LEGEND

- SID SIDEWALK CONCRETE
- SID R&S SIDEWALK OR DRIVEWAY CONCRETE
- SID DRIVEWAY CONCRETE
- SID RETAINING WALL
- ADA RAMP REPAIR

0 30 60
SCALE FEET

CivilScience
531 West Villard Street, Suite 1
Dickinson, ND 58601
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NO.	DATE	REVISION

DRAFTED KJW
REVIEWED
PROJECT NUMBER 202601
ISSUE DATE

2026 ROAD MAINTENANCE
CITY OF DICKINSON
DICKINSON, NORTH DAKOTA
SID NO. 202601-1 - CUSTER ST (1)

SHEET 90-10

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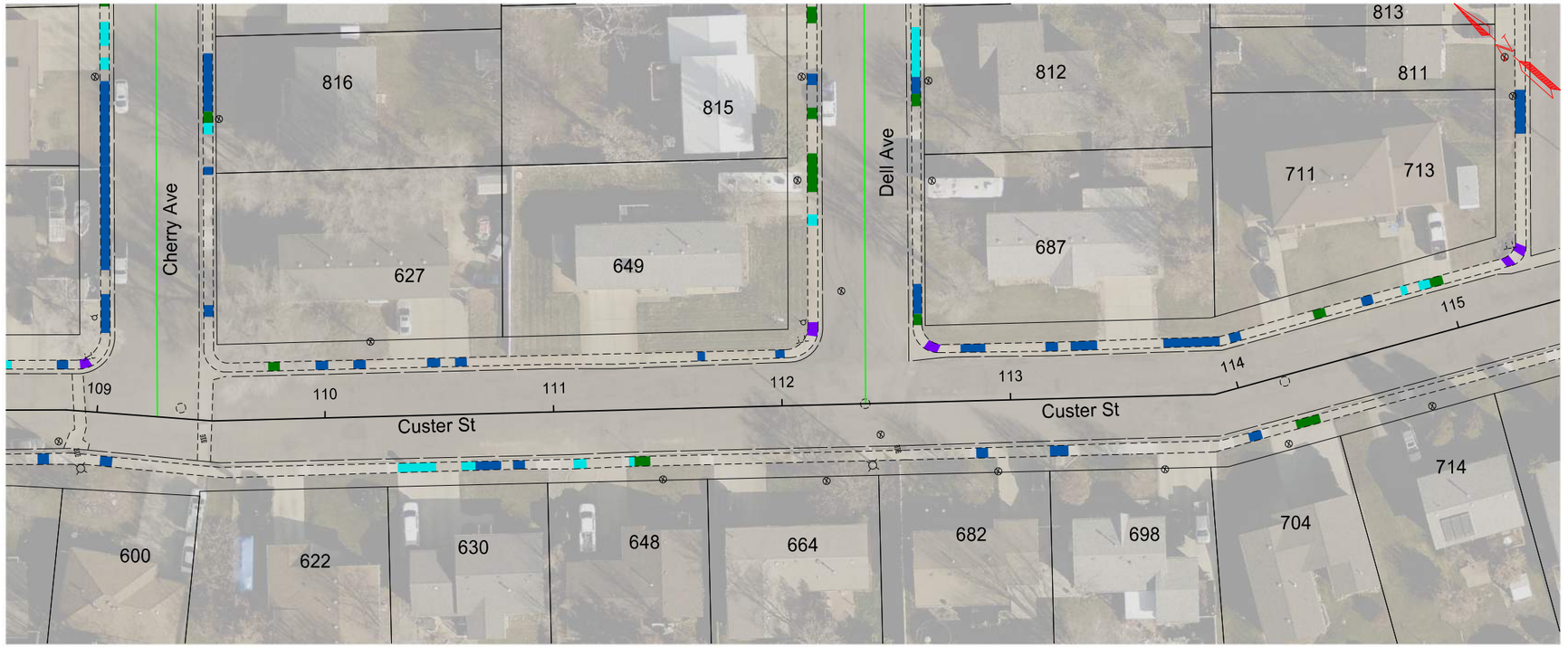

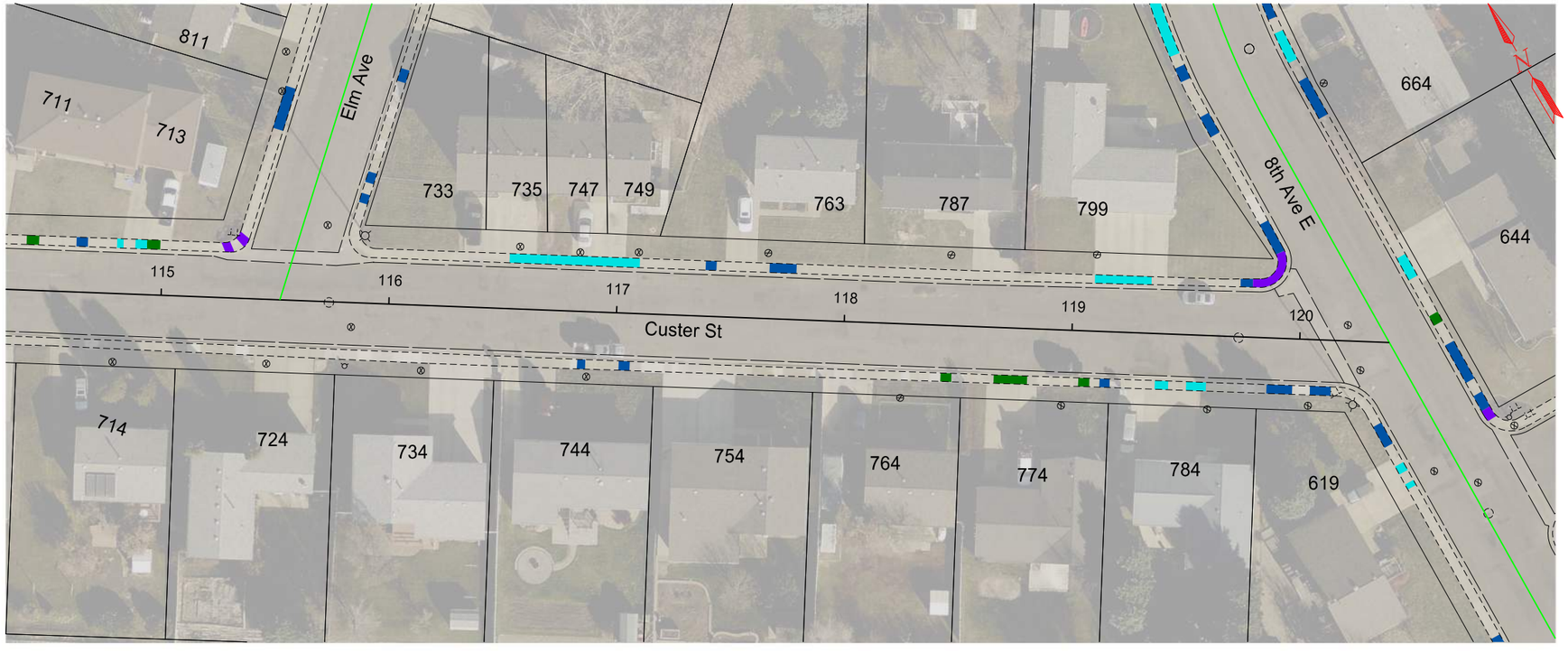

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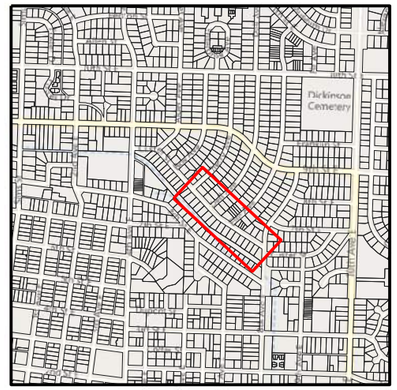

LEGEND

- SID SIDEWALK CONCRETE
- SID R&S SIDEWALK OR DRIVEWAY CONCRETE
- SID DRIVEWAY CONCRETE
- SID RETAINING WALL
- ADA RAMP REPAIR

0 30 60
SCALE FEET

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REVIEWED

PROJECT NUMBER 202601

ISSUE DATE

2026 ROAD MAINTENANCE

CITY OF DICKINSON
DICKINSON, NORTH DAKOTA

SID NO. 202601-1 - CUSTER ST (2)

SHEET 90-11

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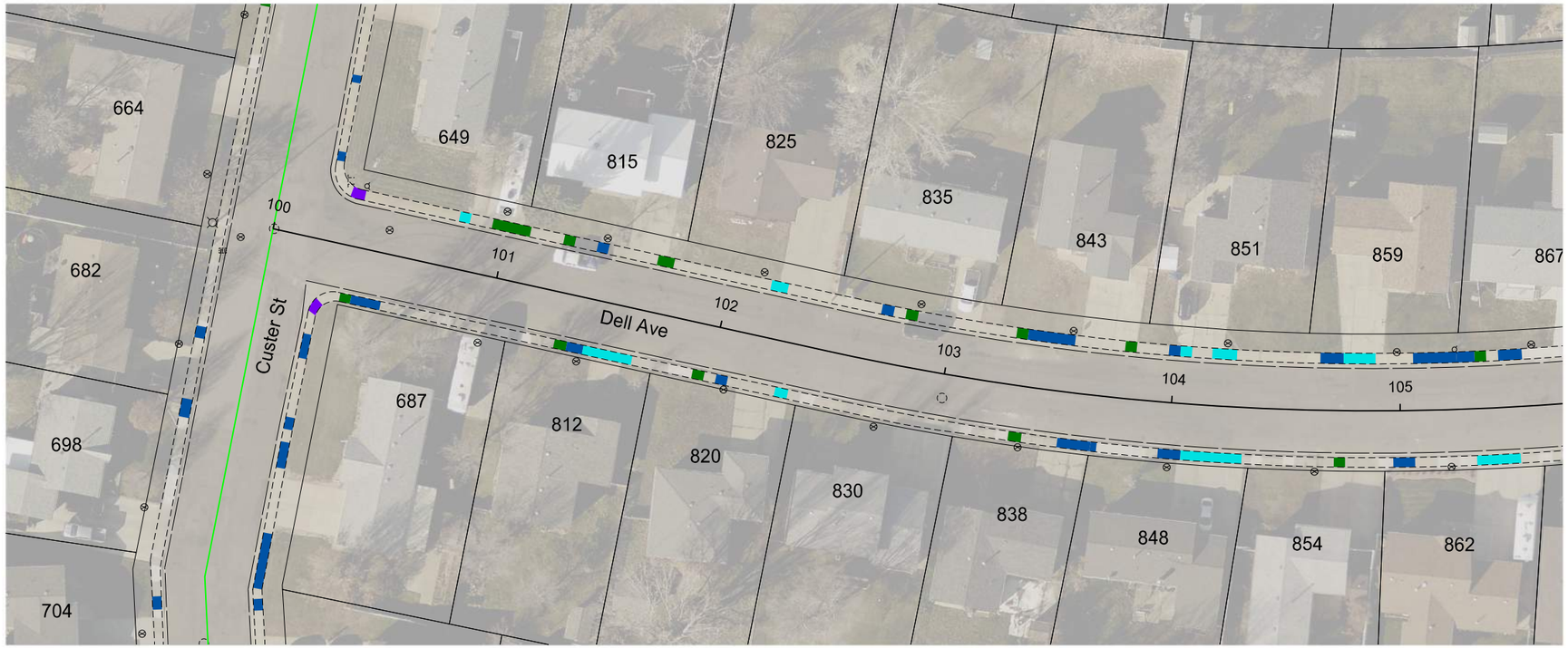

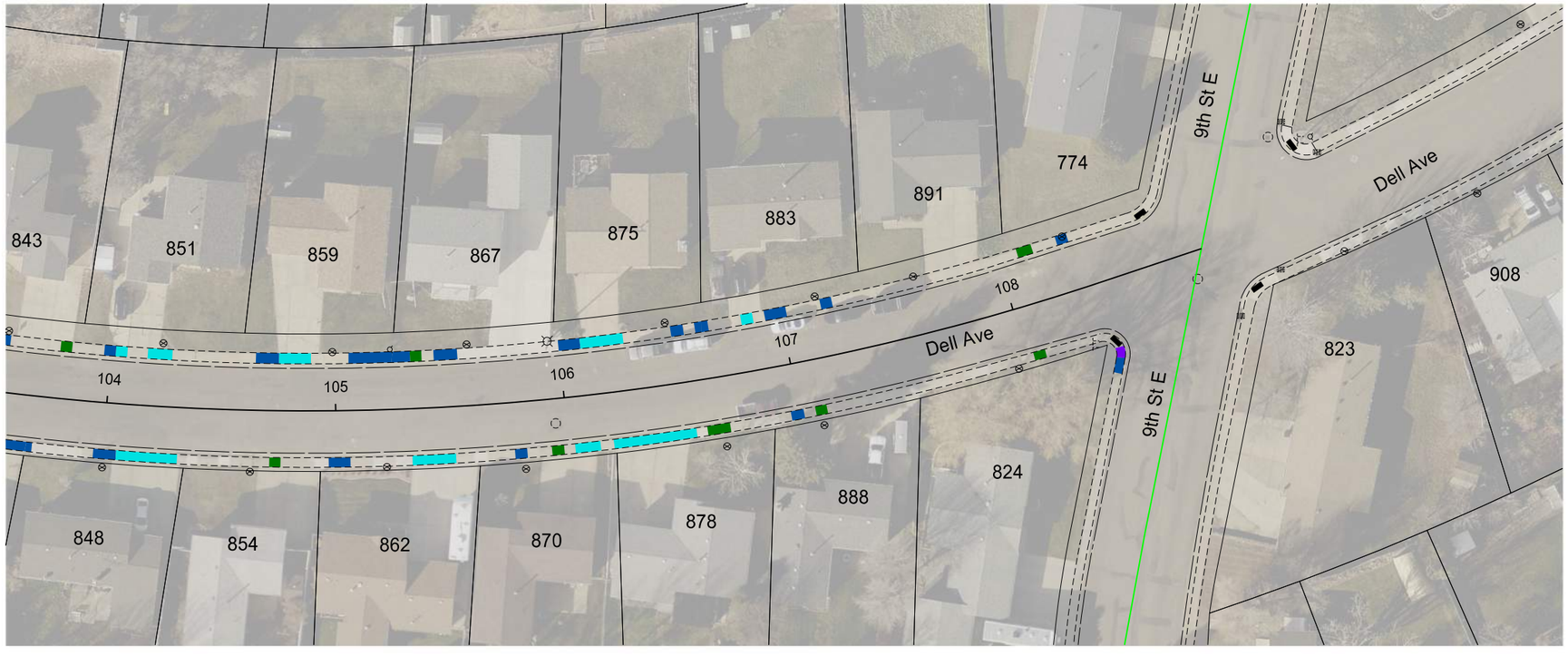

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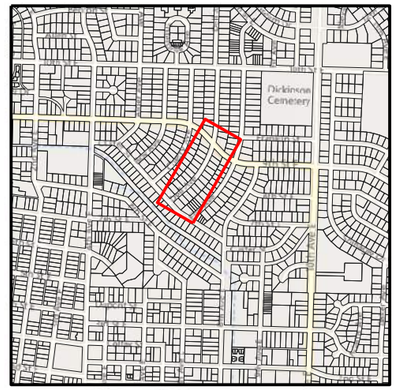

LEGEND

- SID SIDEWALK CONCRETE
- SID R&S SIDEWALK OR DRIVEWAY CONCRETE
- SID DRIVEWAY CONCRETE
- SID RETAINING WALL
- ADA RAMP REPAIR

0 30 60
SCALE FEET

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NO.	DATE	REVISION

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PROJECT NUMBER 202601
ISSUE DATE

2026 ROAD MAINTENANCE
CITY OF DICKINSON
DICKINSON, NORTH DAKOTA
SID NO. 202601-1 - DELL AVE

SHEET 90-12

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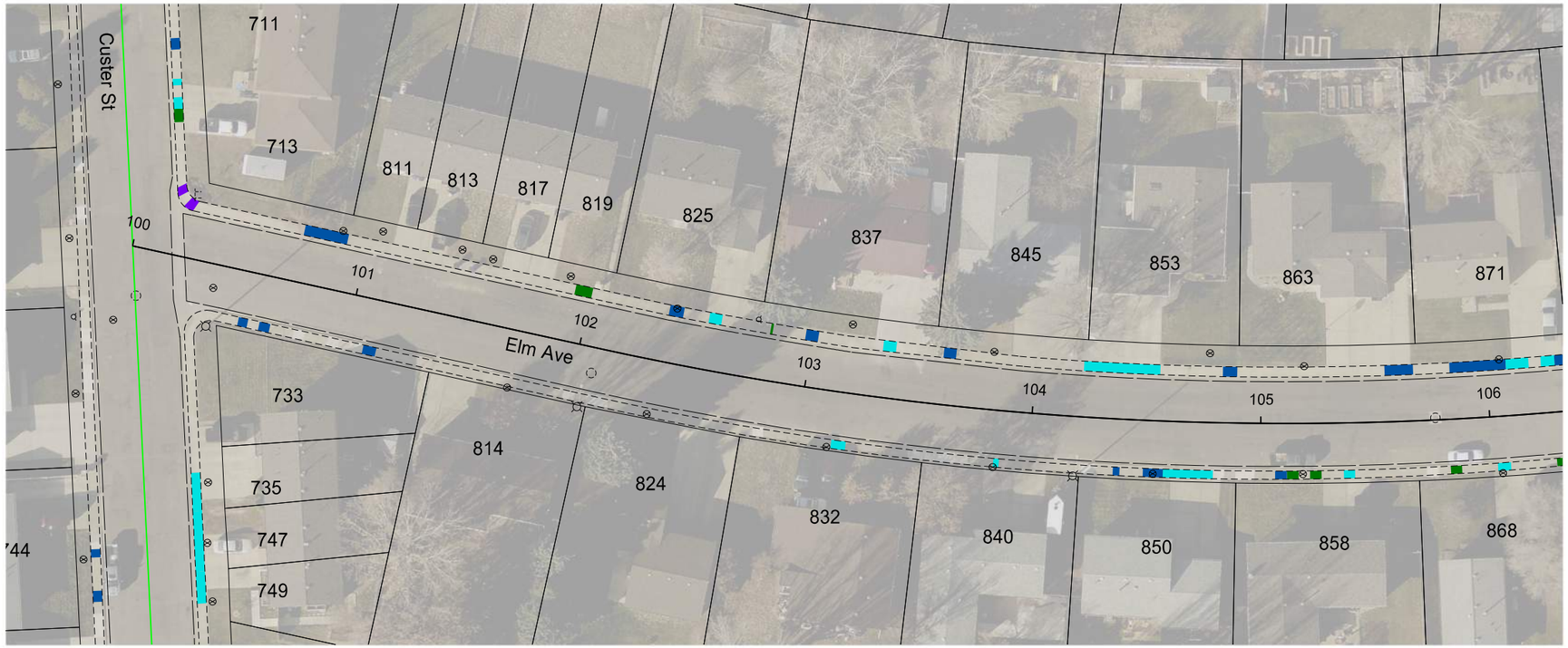

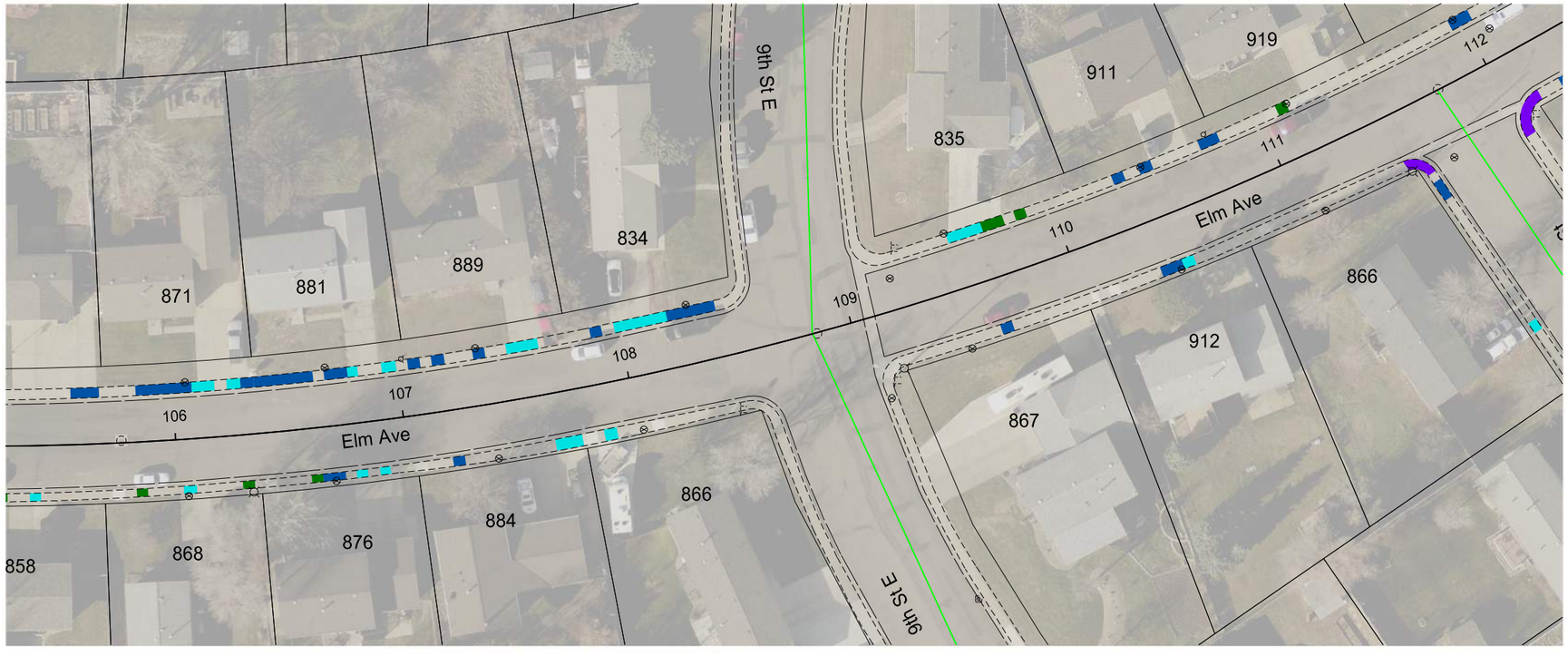

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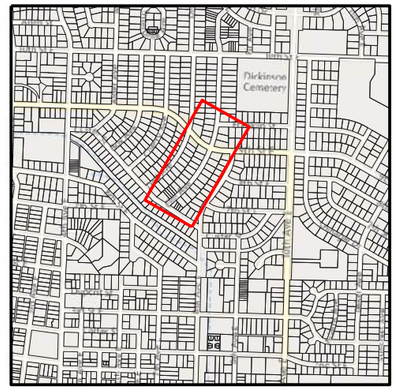

LEGEND

- SID SIDEWALK CONCRETE
- SID R&S SIDEWALK OR DRIVEWAY CONCRETE
- SID DRIVEWAY CONCRETE
- SID RETAINING WALL
- ADA RAMP REPAIR

0 30 60
SCALE FEET

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NO.	DATE	REVISION

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REVIEWED
PROJECT NUMBER 202601
ISSUE DATE

2026 ROAD MAINTENANCE
CITY OF DICKINSON
DICKINSON, NORTH DAKOTA
SID NO. 202601-1 - ELM AVE (1)

SHEET 90-13

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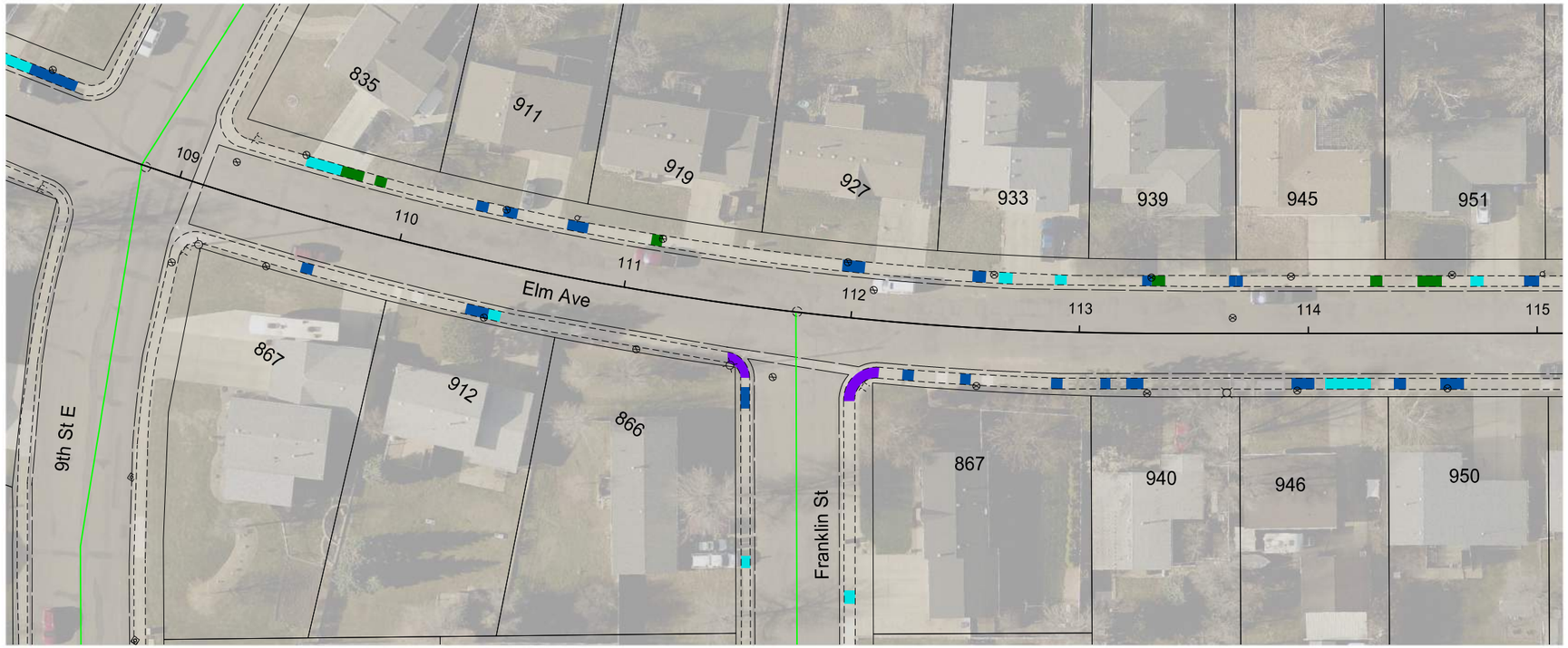

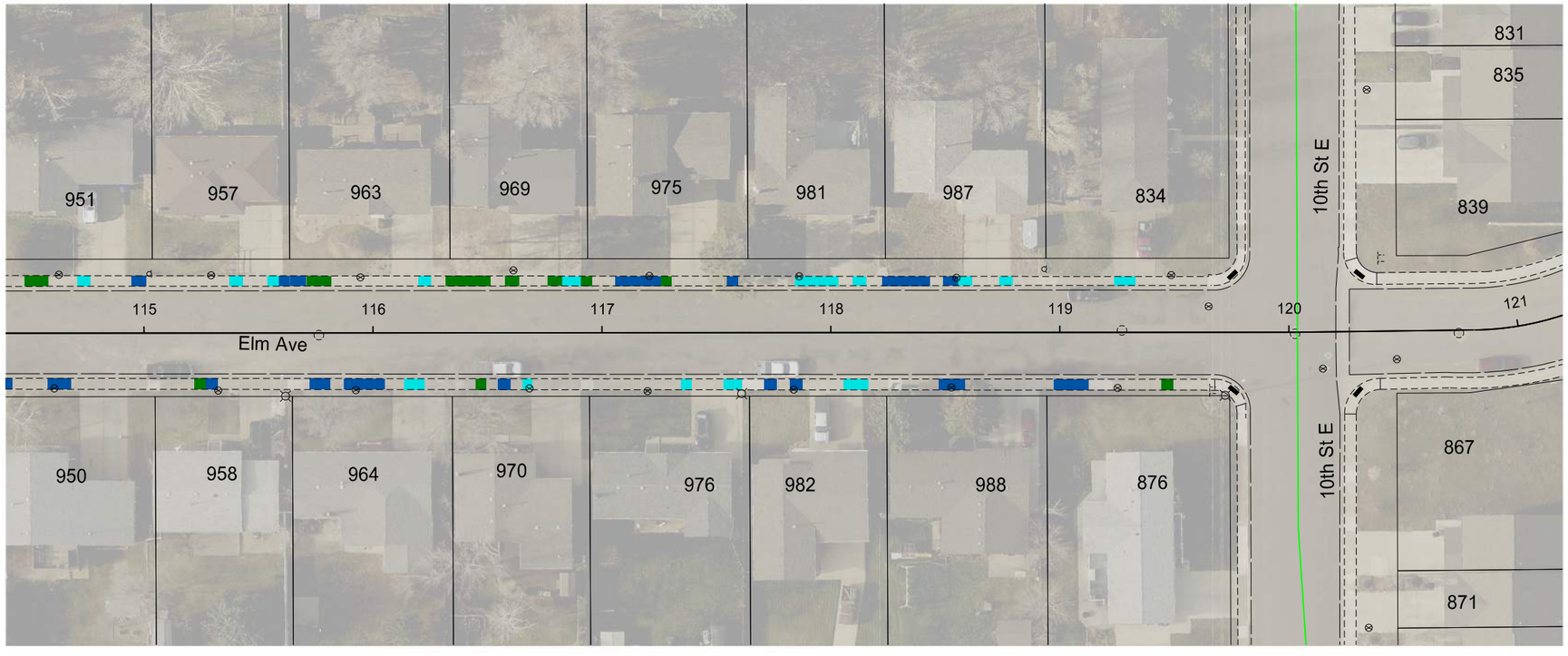

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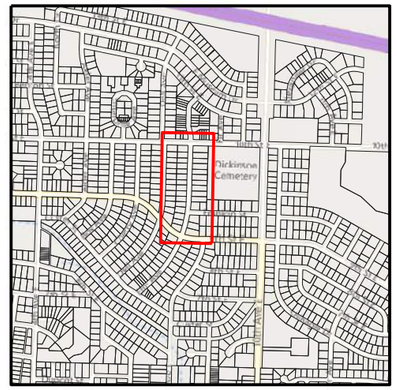

LEGEND

- SID SIDEWALK CONCRETE
- SID R&S SIDEWALK OR DRIVEWAY CONCRETE
- SID DRIVEWAY CONCRETE
- SID RETAINING WALL
- ADA RAMP REPAIR

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NO.	DATE	REVISION

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PROJECT NUMBER 202601

ISSUE DATE

2026 ROAD MAINTENANCE
CITY OF DICKINSON
DICKINSON, NORTH DAKOTA
SID NO. 202601-1 - ELM AVE (2)

SHEET 90-14

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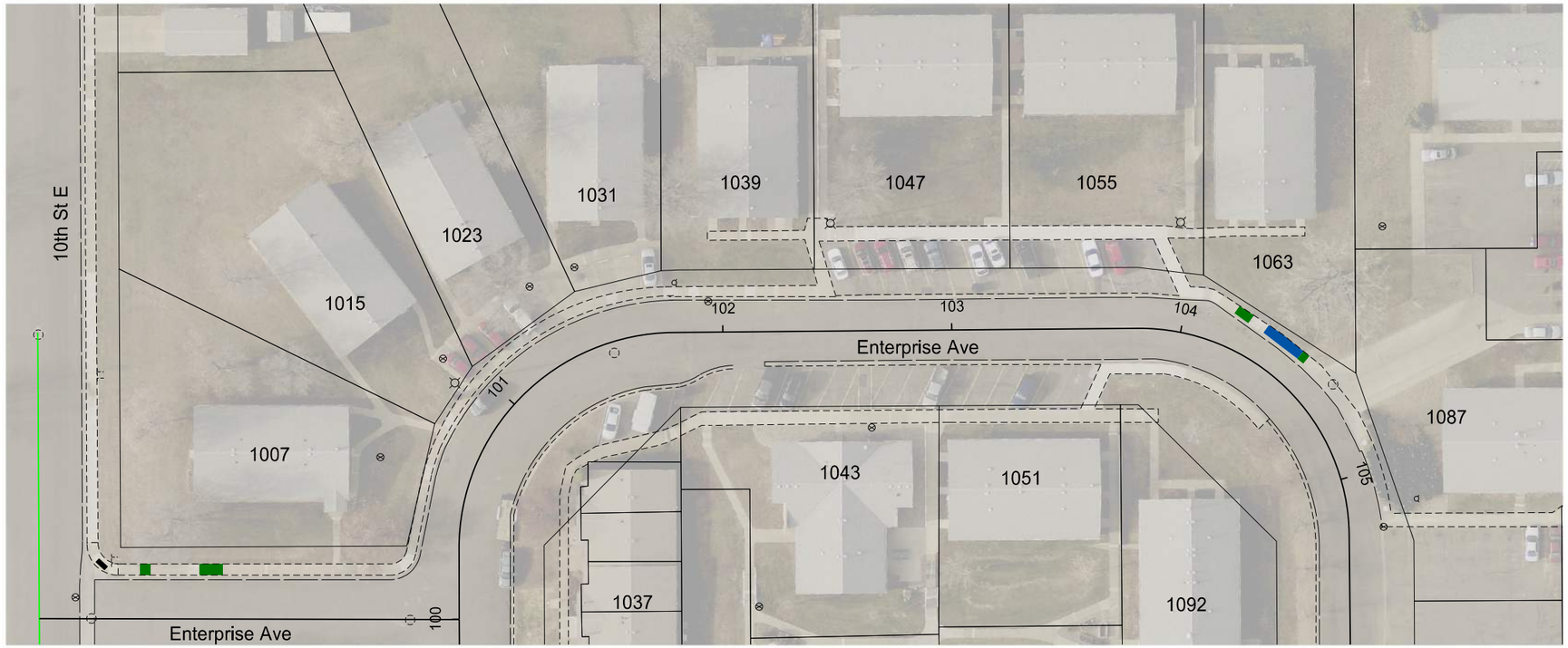

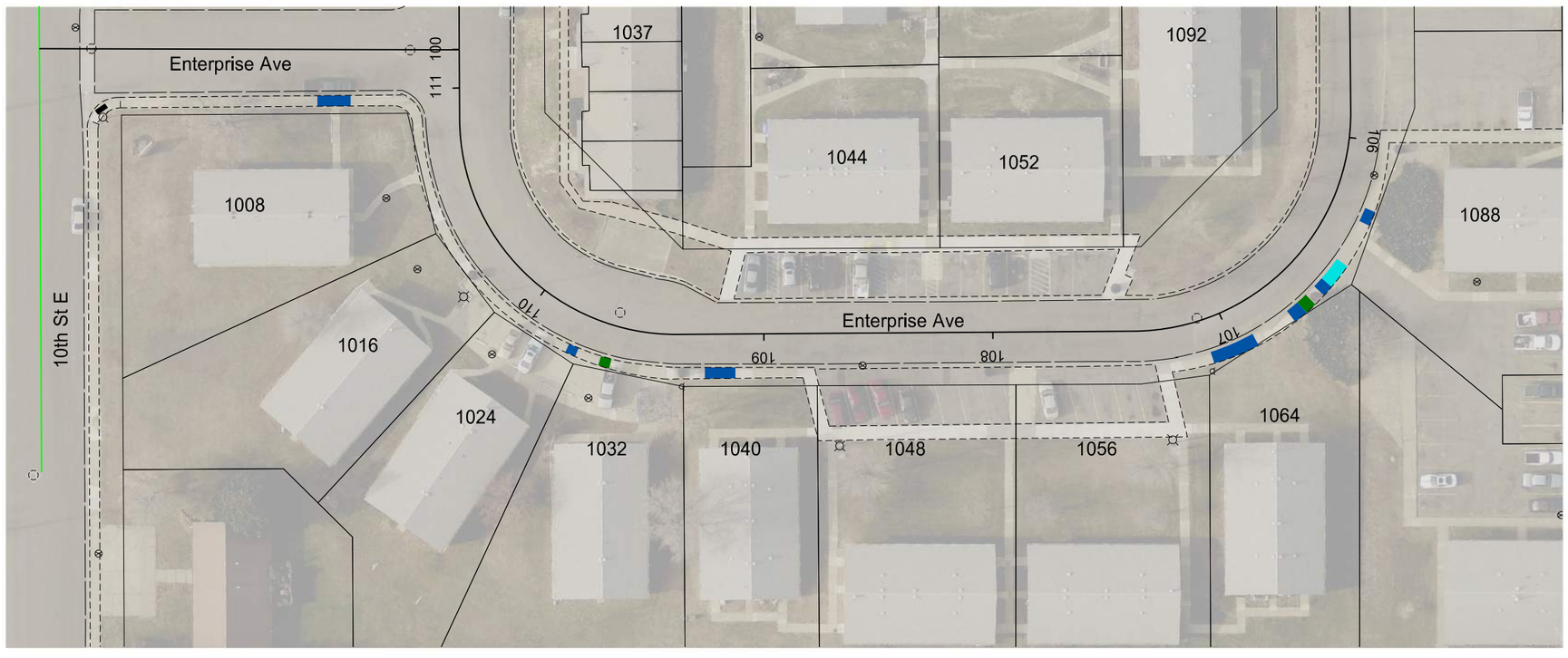

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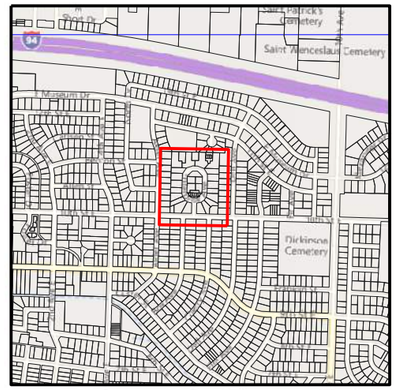

LEGEND

- SID SIDEWALK CONCRETE
- SID R&S SIDEWALK OR DRIVEWAY CONCRETE
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- SID RETAINING WALL
- ADA RAMP REPAIR

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NO.	DATE	REVISION

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REVIEWED

PROJECT NUMBER 202601

ISSUE DATE

2026 ROAD MAINTENANCE

CITY OF DICKINSON
DICKINSON, NORTH DAKOTA

SID NO. 202601-1 - ENTERPRISE AVE

SHEET 90-15

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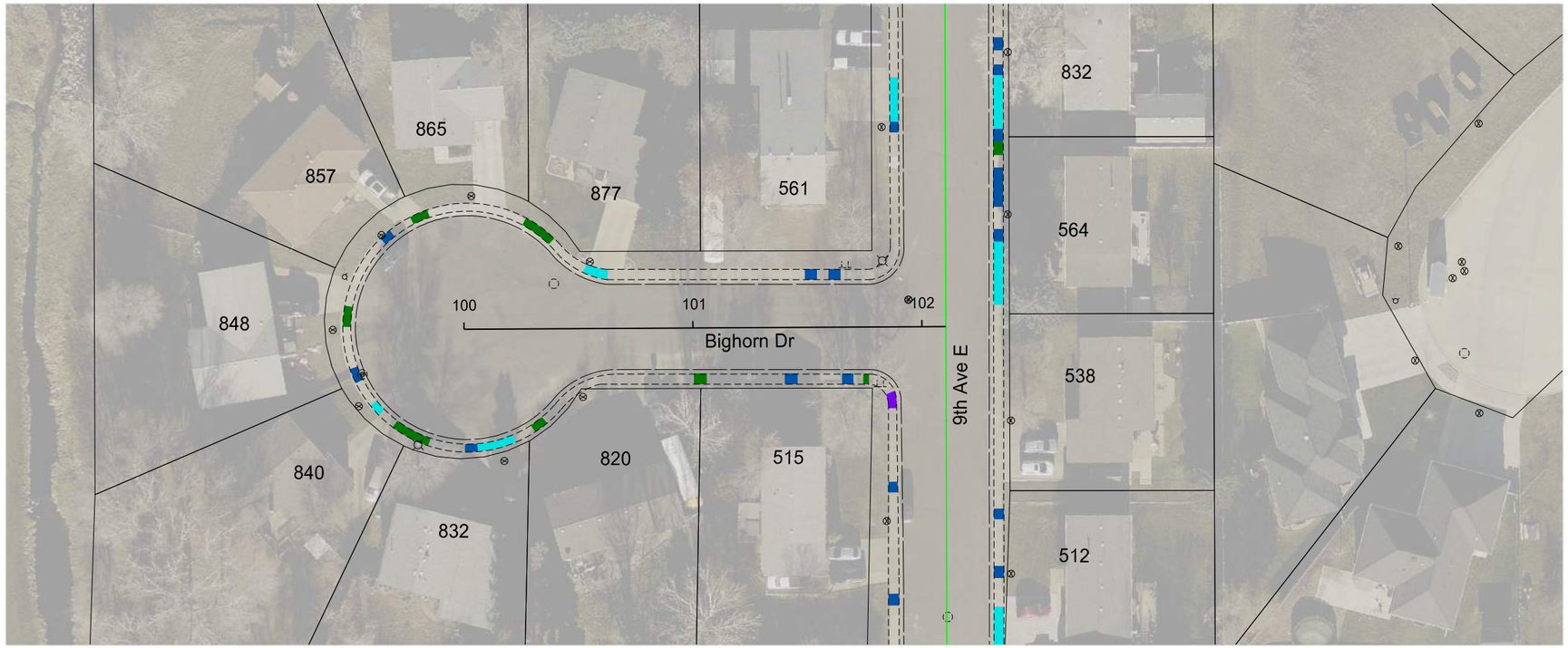

VICINITY MAP

LEGEND

- SID SIDEWALK CONCRETE
- SID R&S SIDEWALK OR DRIVEWAY CONCRETE
- SID DRIVEWAY CONCRETE
- SID RETAINING WALL
- ADA RAMP REPAIR

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PROJECT NUMBER
202601

ISSUE DATE

2026 ROAD MAINTENANCE

CITY OF DICKINSON
DICKINSON, NORTH DAKOTA

SID NO. 202601-1 - BIGHORN DR

SHEET
90-16

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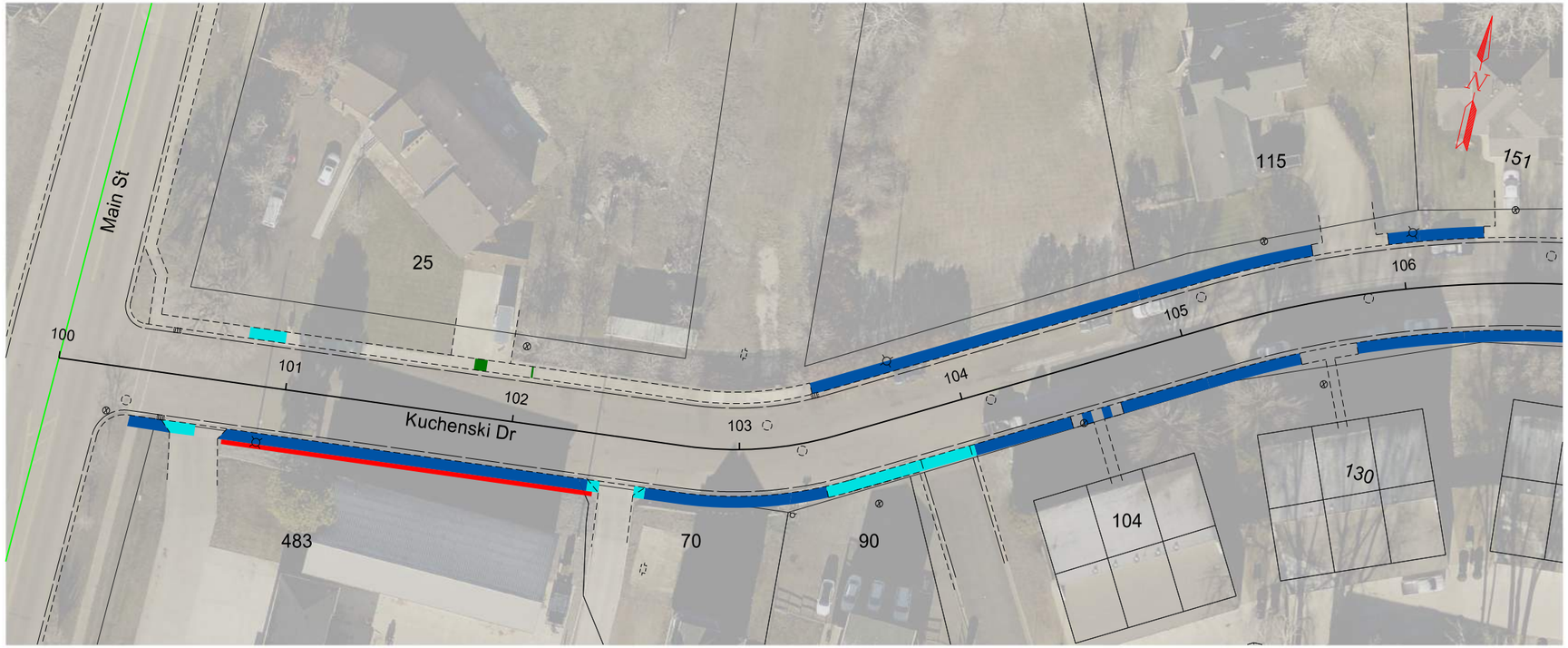

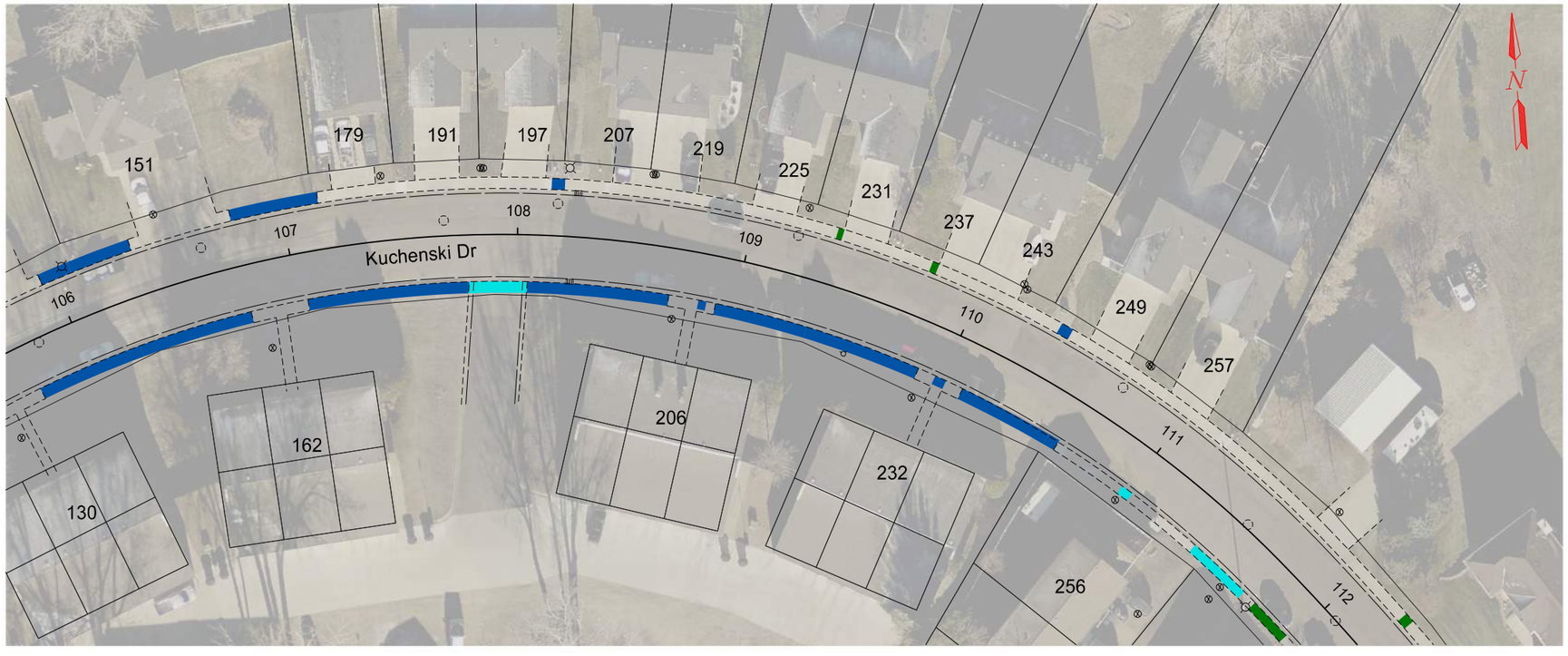

VICINITY MAP

LEGEND

- SID SIDEWALK CONCRETE
- SID R&S SIDEWALK OR DRIVEWAY CONCRETE
- SID DRIVEWAY CONCRETE
- SID RETAINING WALL
- ADA RAMP REPAIR

0 30 60
SCALE FEET

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NO.	DATE	REVISION

DRAFTED KJW

REVIEWED

PROJECT NUMBER 202601

ISSUE DATE

2026 ROAD MAINTENANCE
CITY OF DICKINSON
DICKINSON, NORTH DAKOTA
SID NO. 202601-1 - KUCHENSKI DR (1)

SHEET 90-17

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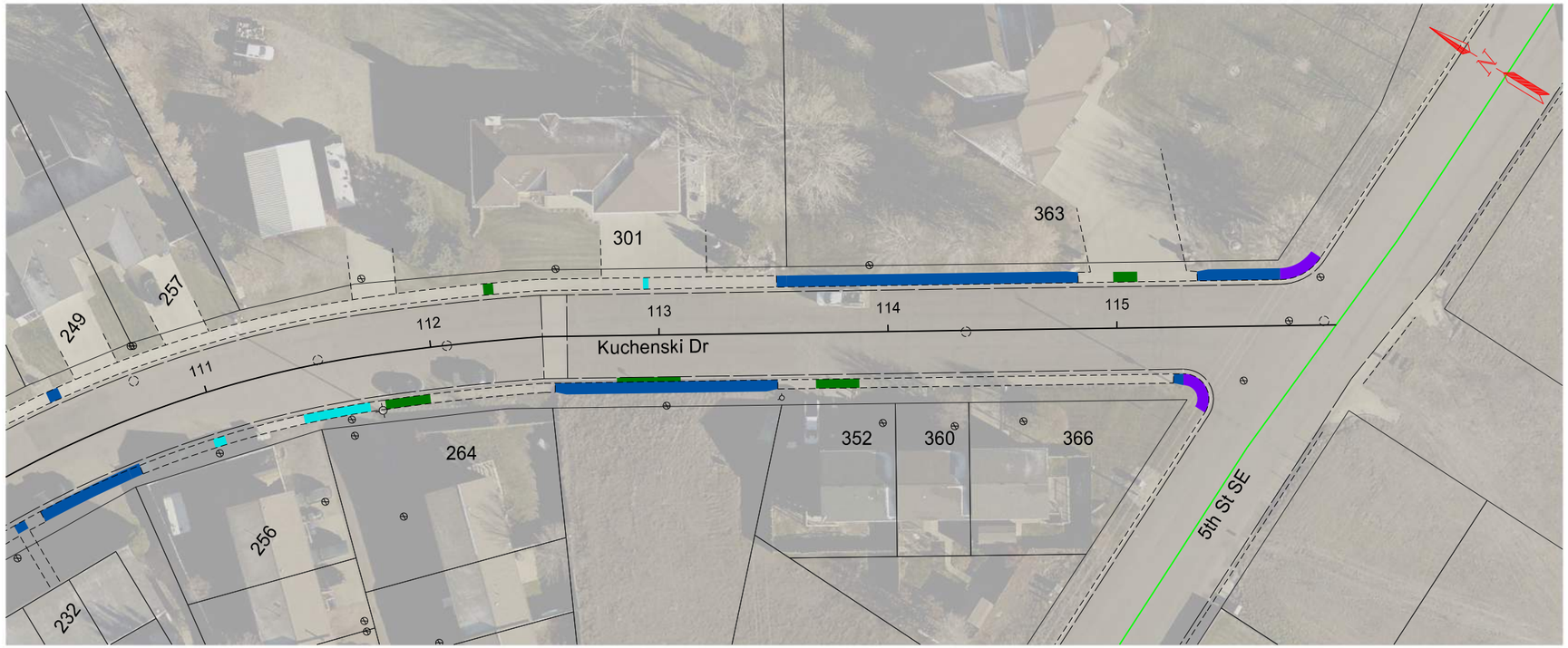

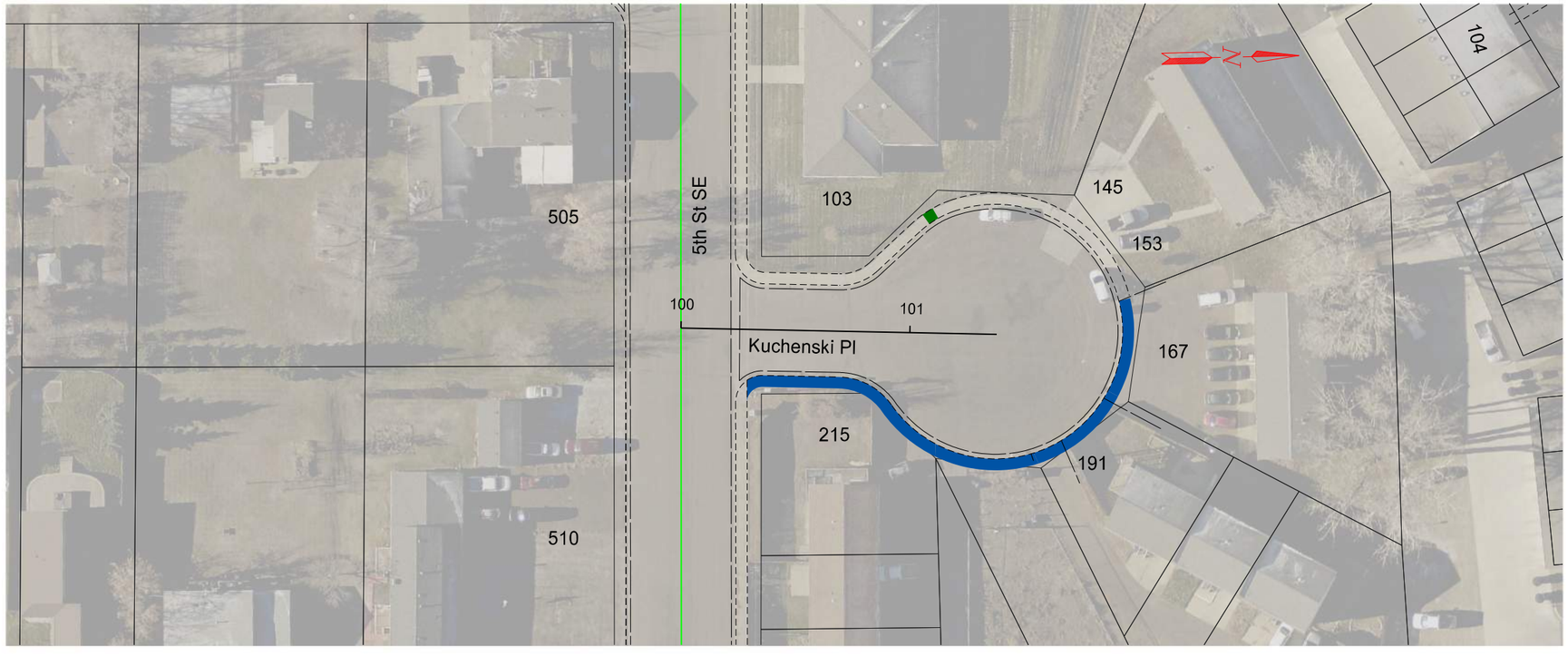

VICINITY MAP

LEGEND

- SID SIDEWALK CONCRETE
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0 30 60
SCALE FEET

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NO.	DATE	REVISION

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REVIEWED
PROJECT NUMBER 202601
ISSUE DATE

2026 ROAD MAINTENANCE
CITY OF DICKINSON
DICKINSON, NORTH DAKOTA
SID NO. 202601-1 - KUCHENSKI DR (2)

SHEET 90-18

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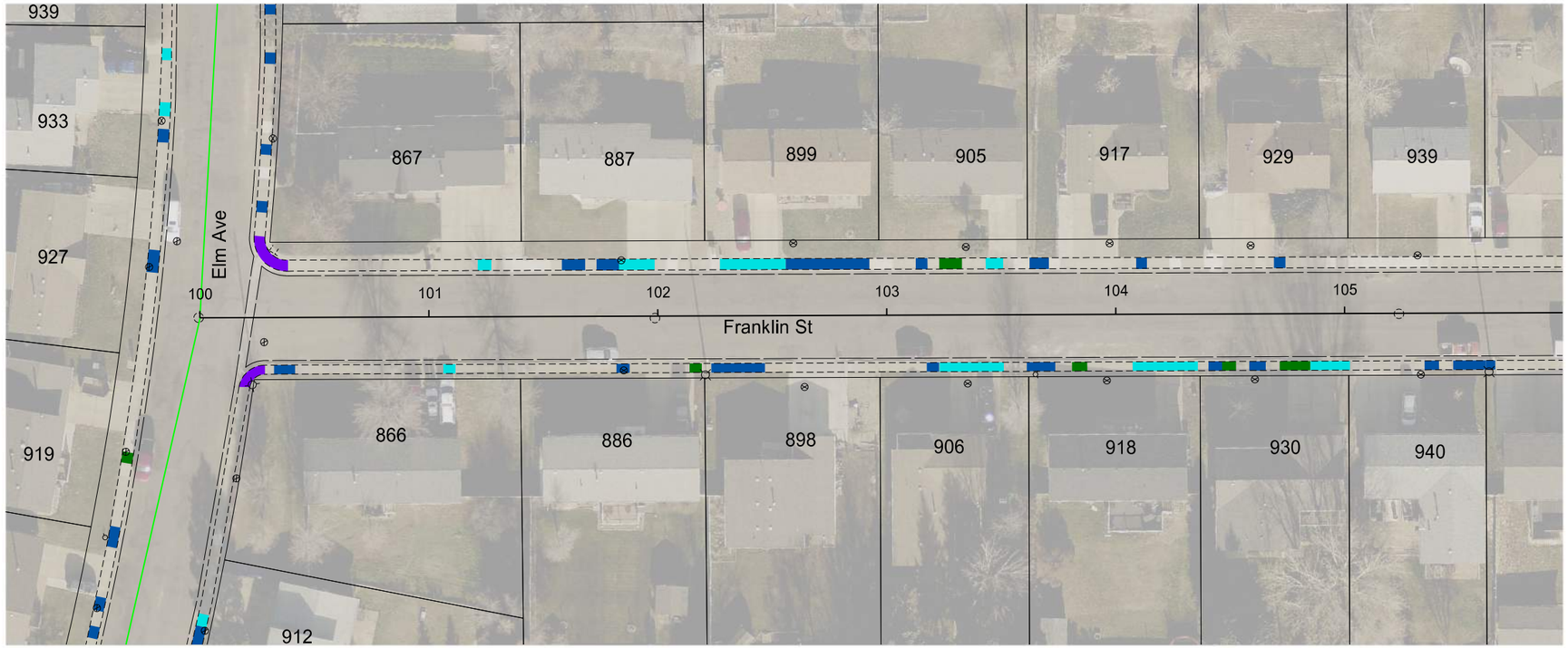

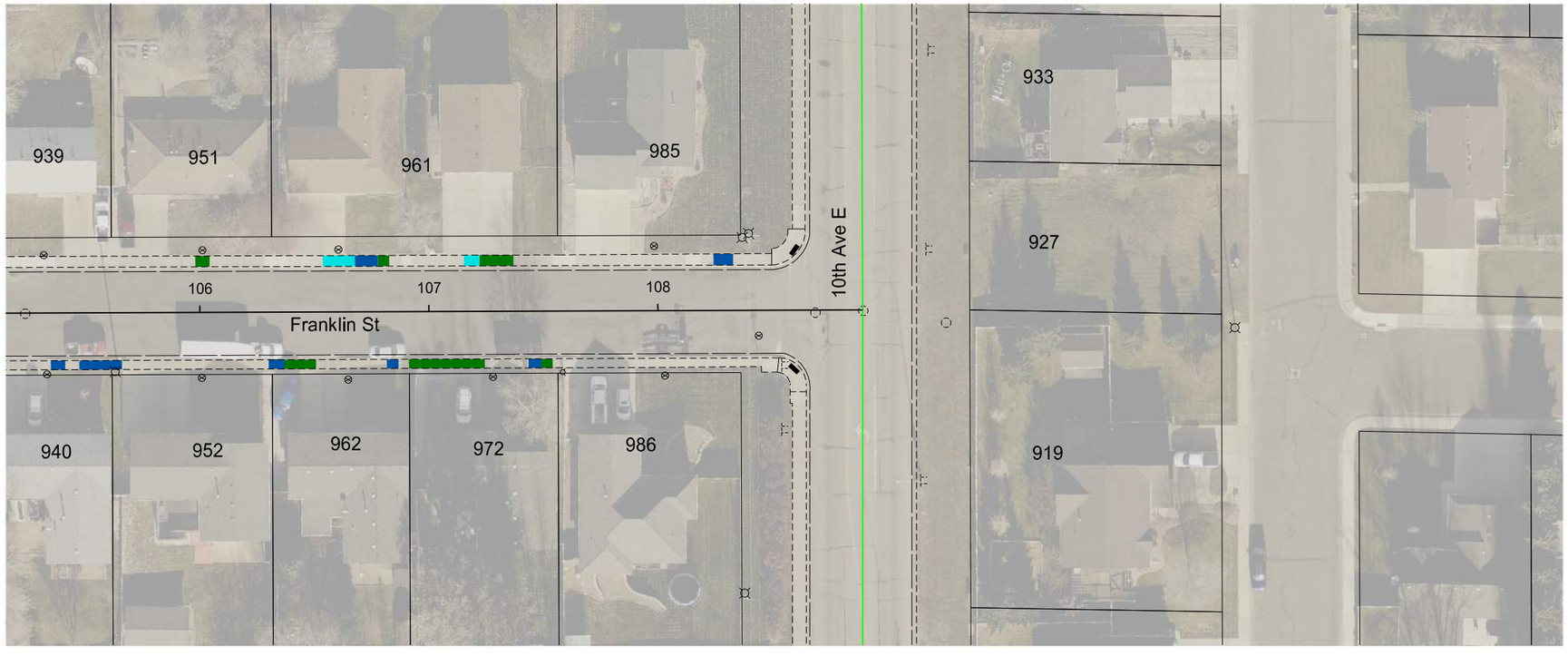

VICINITY MAP

LEGEND

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SCALE FEET

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NO.	DATE	REVISION

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PROJECT NUMBER 202601

ISSUE DATE

2026 ROAD MAINTENANCE

CITY OF DICKINSON
DICKINSON, NORTH DAKOTA

SID NO. 202601-1 - FRANKLIN ST

SHEET 90-19

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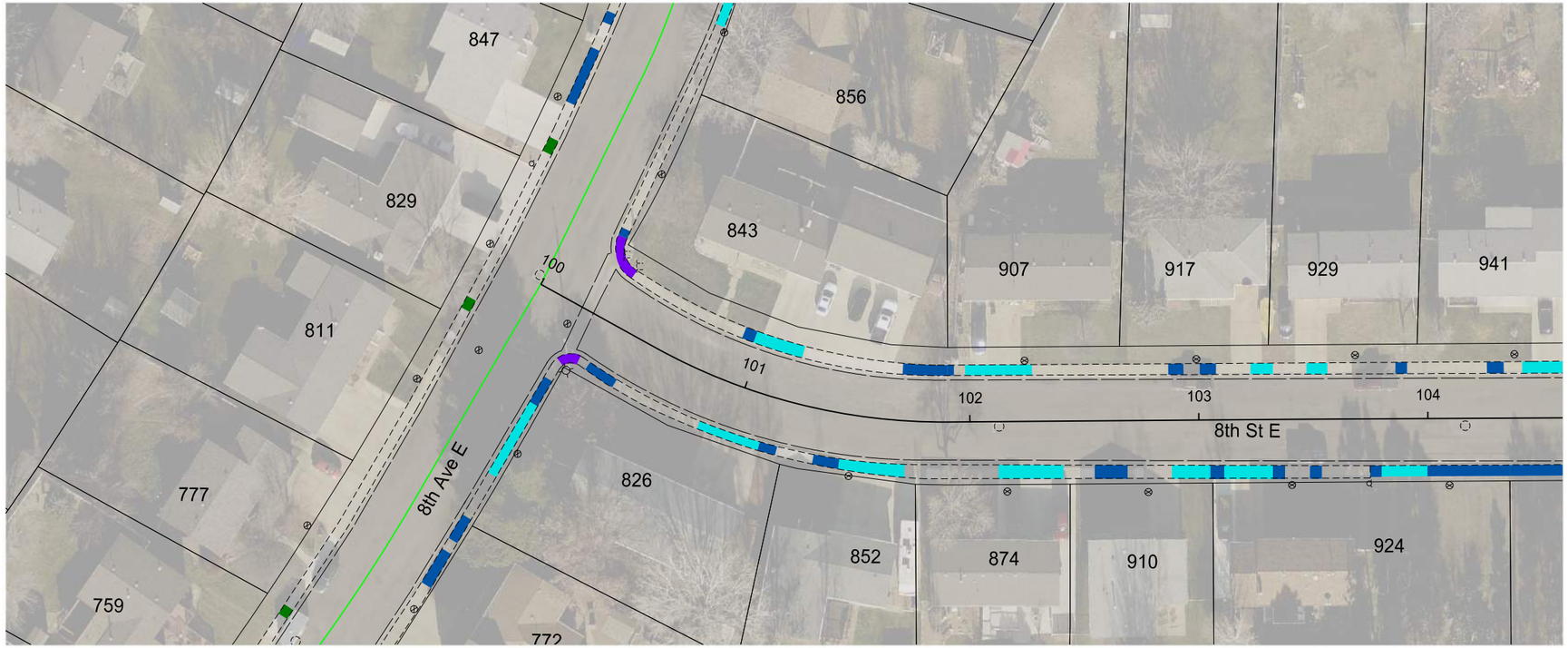

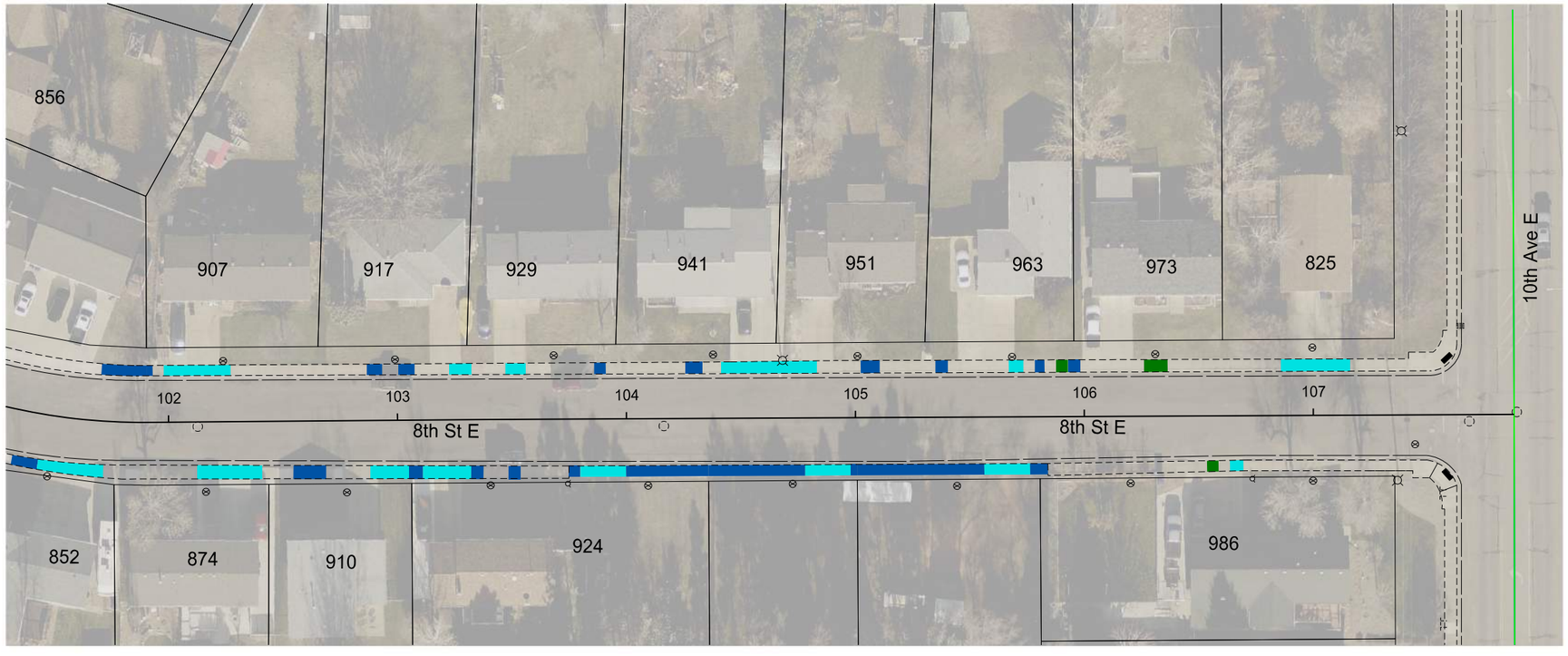

VICINITY MAP

LEGEND

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SCALE FEET

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NO.	DATE	REVISION

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PROJECT NUMBER 202601

ISSUE DATE

2026 ROAD MAINTENANCE
CITY OF DICKINSON
DICKINSON, NORTH DAKOTA
SID NO. 202601-1 - 8TH ST E

SHEET 90-20

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DICKINSON 2026 ROAD MAINTENANCE (202601) SID NO. 202601-1 COST PER LOT BY CONCRETE IMPROVEMENTS ADJACENT TO PROPERTY

PARCEL ID	OWNER	HOUSE #	STREET	LEGAL	REMOVAL OF CONCRETE (SY)	CONCRETE SIDEWALK (SY)	CONCRETE DRIVEWAY (SY)	ROUT AND SEAL SIDEWALK OR DRIVEWAY (LF)	RETAINING WALL (LF)	REMOVAL OF BIT. PVMT (SY)	TOTAL ASSESSMENT BY PARCEL
0590-0000-0200	ST. LUKES HOME (TOP METER)	242	10TH ST W	7.19 ACRES LOT 2 PLUS 1900 SF, AUDITOR'S PLAT #2	27.4	11.1	16.3	10			$4,468.40
0070-0100-2300	MUNOZ, MARTA & GERARDO	990	10TH ST W	LOTS 23 & 24, BLOCK 1, HILLIARD & MANNING 2ND ADDITION, SUBDIVISION LOTS 1 & 2	29.9	29.9					$4,066.40
0070-0100-1300	POLESKY, KOLTON GUNNER	987	10TH ST W	LOT 13, BLOCK 1, HILLIARD & MANNING 2ND ADDITION, SUBDIVISION LOTS 1 & 2	15.2	8.1	7.1				$2,351.20
0070-0100-1200	REIKER, HEIDI B.	988	10TH ST W	LOT 12, BLOCK 1, HILLIARD & MANNING 2ND ADDITION, SUBDIVISION LOTS 1 & 2	34.3	21.4	12.9				$5,180.80
0070-0100-0100	WESTRUM, D. A. & NINETTA WANDLER	991	10TH ST W	LOT 1, BLOCK 1, HILLIARD & MANNING 2ND ADDITION, SUBDIVISION LOTS 1 & 2	9.3		9.3	26			$1,870.80
0200-1200-1300	BLOOM, ROBERT J. & GAIL D.	823	7TH ST E	LOT 13, BLOCK 12, WASHINGTON 3RD ADDITION	8.8	4.5	4.3	5			$1,419.47
0200-1200-1400	BECK, DARREN J.	857	7TH ST E	LOT 14, BLOCK 12, WASHINGTON 3RD ADDITION	39.9	20.3	19.5				$6,202.13
0200-1200-1500	SARSLAND, DOUGLAS & TYRENE	875	7TH ST E	LOT 15, BLOCK 12, WASHINGTON 3RD ADDITION	2.9	2.9		5			$439.40
0200-1200-1600	URLACHER, JESSE MATTHEW & LACEY	891	7TH ST E	LOT 16, BLOCK 12, WASHINGTON 3RD ADDITION	15.1		15.1				$2,657.60
0200-1200-1700	PAVLICEK, TIFFANIE D.	909	7TH ST E	LOT 17, BLOCK 12, WASHINGTON 3RD ADDITION	20.2	10.7	9.5				$3,125.83
0200-1200-1800	HERRMAN, JOSEPH	919	7TH ST E	LOT 18, BLOCK 12, WASHINGTON 3RD ADDITION	25.0	20.3	4.8				$3,593.82
0200-1200-1900	HELLMAN, JAMES T. & JULIE M.	931	7TH ST E	LOT 19, W2' LOT 20, BLOCK 12, WASHINGTON 3RD ADDITION	3.4		3.4				$598.40
0200-1200-2000	KOLLING, MICHAEL & CONNIE	945	7TH ST E	LOT 20 LESS W2', BLOCK 12, WASHINGTON 3RD ADDITION	1.1		1.1				$191.84
0200-1200-2100	CULLIP, JACOB	961	7TH ST E	LOT 21, BLOCK 12, WASHINGTON 3RD ADDITION	21.7	7.9	13.7				$3,495.06
0200-1200-2200	VALDEZ, YEZICA	973	7TH ST E	LOT 22, BLOCK 12, WASHINGTON 3RD ADDITION	7.2		7.2				$1,267.20
0200-1200-2300	CHRISTENSEN, BRIAN J. & MANDA M. RUEB	731	7TH ST E	LOT 23, BLOCK 12, WASHINGTON 3RD ADDITION	14.3	2.8	11.5	5			$2,449.80
0200-1300-0700	PAVLICEK, PAMELA J.	812	7TH ST E	LOT 7, BLOCK 13, WASHINGTON 3RD ADDITION	25.7	25.7		45			$3,898.99
0200-1300-0600	KUNTZ, JEROME & CAROL	836	7TH ST E	LOT 6, BLOCK 13, WASHINGTON 3RD ADDITION	20.5	7.2	13.3	5			$3,365.00
0200-1300-0500	NAGEL, LAWRENCE C.	850	7TH ST E	LOT 5, BLOCK 13, WASHINGTON 3RD ADDITION	13.8	2.5	11.3				$2,328.80
0200-1300-0400	TOWNSEND, LISA K. & BRETT M. KEITH	868	7TH ST E	LOT 4, BLOCK 13, WASHINGTON 3RD ADDITION	4.1		4.1				$721.60
0200-1300-0300	BERG, MYRON J. & KAREN L.	884	7TH ST E	LOT 3, BLOCK 13, WASHINGTON 3RD ADDITION	14.4	3.2	11.2				$2,406.40
0200-1300-0200	BAHLEY, DEBRA	902	7TH ST E	LOT 2, BLOCK 13, WASHINGTON 3RD ADDITION	5.8	2.1	3.7				$936.80
0200-1300-0100	WITCHEY, DANIEL G. & CONNIE J.	930	7TH ST E	LOT 1, BLOCK 13, WASHINGTON 3RD ADDITION	23.9	4.8	19.1				$4,014.40
0200-1300-1900	BOGNER, DANIEL & RYLIE ROTHMEYER	991	7TH ST E	LOT 19, BLOCK 13, WASHINGTON 3RD ADDITION	0.0						$0.00
0200-1500-0200	TODD BERGER & LUANN B. LVING TRST	986	7TH ST E	LOT 1 & 2, BLOCK 15, WASHINGTON 3RD ADDITION	0.0						$0.00
0200-0700-1600	ISLEY, CHAD A.	619	8TH AVE E	LOT 16, BLOCK 7, WASHINGTON 3RD ADDITION	19.7	16.7	3.0				$2,797.24
0200-0800-1500	VAAGEN, MASON JOHN	695	8TH AVE E	LOT 15, BLOCK 8, WASHINGTON 3RD ADDITION	21.9	15.8	6.1				$3,222.40
0200-0800-1600	VAAGEN, MACKENZIE REID	709	8TH AVE E	LOT 16, BLOCK 8, WASHINGTON 3RD ADDITION	13.3	7.6	5.7				$2,036.80
0200-0800-1700	JOE, LIONEL	725	8TH AVE E	LOT 17, BLOCK 8, WASHINGTON 3RD ADDITION	10.8	5.8	5.0				$1,668.80
0200-0800-1800	NITSCH, KYLE ANTHONY & SHARI A.	741	8TH AVE E	LOT 18, BLOCK 8, WASHINGTON 3RD ADDITION	7.3	7.3					$992.80
0200-0800-1900	HINTZ, MICHAEL & DONALDA	759	8TH AVE E	LOT 19, BLOCK 8, WASHINGTON 3RD ADDITION	24.4	9.9	14.5	5			$3,943.40
0200-0800-2000	STROH, TOBIAS L. & PEGGY	777	8TH AVE E	LOT 20, BLOCK 8, WASHINGTON 3RD ADDITION	0.0						$0.00
0200-0800-2100	VETTER, MCKENNON	811	8TH AVE E	LOT 21, BLOCK 8, WASHINGTON 3RD ADDITION	0.0						$0.00
0200-0800-2200	KNUTSON, THOMAS J. & DIANA L.	829	8TH AVE E	LOT 22, BLOCK 8, WASHINGTON 3RD ADDITION	0.0			5			$45.00
0200-0800-2300	PAVLICEK, PAULINE (LE)	847	8TH AVE E	LOT 23, BLOCK 8, WASHINGTON 3RD ADDITION	12.4	12.4		5			$1,731.40
0200-0800-2400	ARNESON, DEAN L. & BARBARA (LE)	865	8TH AVE E	LOT 24, BLOCK 8, WASHINGTON 3RD ADDITION	22.4	8.6	13.8				$3,598.40
0200-0800-2500	KOLLING, WALTER R. & ELIZABETH	878	8TH AVE E	LOT 25, BLOCK 8, WASHINGTON 3RD ADDITION	8.5	8.5					$1,156.00
0200-1300-0900	KELLER, ERIC & NICOLE	644	8TH AVE E	LOT 9, BLOCK 13, WASHINGTON 3RD ADDITION	18.0	12.7	5.3	5			$2,700.89
0200-1300-0800	TYSVER, RICHARD R. & BONNIE M.	664	8TH AVE E	LOT 8, BLOCK 13, WASHINGTON 3RD ADDITION	22.9	16.0	6.8				$3,381.35
0200-1200-1200	WOLF, HUNTER T.	748	8TH AVE E	LOT 12, BLOCK 12, WASHINGTON 3RD ADDITION	42.1	19.4	22.7				$6,634.38
0200-1200-1100	STOCKERT, KENNETH F. (LE)	772	8TH AVE E	LOT 11, BLOCK 12, WASHINGTON 3RD ADDITION	14.8	14.8					$2,012.80
0200-1100-1200	CORNELIUSEN, RUSTY & SARAH A. JAHNER	843	8TH AVE E	LOT 12, BLOCK 11, WASHINGTON 3RD ADDITION	1.6	1.6					$217.60
0200-1100-1100	AUGHTMAN, MARK	856	8TH AVE E	LOT 11, BLOCK 11, WASHINGTON 3RD ADDITION	15.4	1.9	13.5				$2,634.40
0200-1100-1000	JAHNER, THOMAS M. & CINDY L.	876	8TH AVE E	LOT 10, BLOCK 11, WASHINGTON 3RD ADDITION	8.1	8.1					$1,101.60
0200-1100-0900	GREENWOOD, TODD ALAN	898	8TH AVE E	LOT 9, BLOCK 11, WASHINGTON 3RD ADDITION	9.3	9.3					$1,264.80
0200-1100-1200	CORNELIUSEN, RUSTY & SARAH A. JAHNER	843	8TH ST E	LOT 12, BLOCK 11, WASHINGTON 3RD ADDITION	29.3	16.4	12.9				$4,507.89
0200-1100-1300	PORTER, MICHEAL R. & KRISTEN N.	907	8TH ST E	LOT 13, BLOCK 11, WASHINGTON 3RD ADDITION	16.3	1.4	14.9				$2,810.78
0200-1100-1400	HENNING, DARLENE	917	8TH ST E	LOT 14, BLOCK 11, WASHINGTON 3RD ADDITION	11.3	7.3	4.0				$1,702.13
0200-1100-1500	WILSON, ROBERT & LAURIE	929	8TH ST E	LOT 15, BLOCK 11, WASHINGTON 3RD ADDITION	8.9	2.8	6.1				$1,447.90
0200-1100-1600	RUMMEL, LORI R.	941	8TH ST E	LOT 16, BLOCK 11, WASHINGTON 3RD ADDITION	17.8	4.1	13.7				$2,972.90
0200-1100-1700	ADOLF, ALEXANDRA & SHANE UNDEM	951	8TH ST E	LOT 17, BLOCK 11, WASHINGTON 3RD ADDITION	15.8	5.0	10.8				$2,586.38
0200-1100-1800	FISCHER, CHRISTOPHER MICHAEL	963	8TH ST E	LOT 18, BLOCK 11, WASHINGTON 3RD ADDITION	11.1	7.3	3.9	5			$1,714.04
0200-1100-1900	BAUSTIAN, TIMOTHY J. & CARISSA M.	973	8TH ST E	LOT 19, BLOCK 11, WASHINGTON 3RD ADDITION	1.6	1.6		5			$267.83
0200-1100-2000	SCHAFF, ANTHONY S.	825	8TH ST E	LOT 20, BLOCK 11, WASHINGTON 3RD ADDITION	18.0		18.0				$3,159.68
0200-1200-0102	WEFLEN, KENNETH D. & WANDA M.	986	8TH ST E	N71' LOTS 1 & 2, BLOCK 12, WASHINGTON 3RD ADDITION	3.0		3.0	5			$578.81
0200-1200-0300	WEFLEN, KENNETH D. & WANDA M.		8TH ST E	LOT 3, BLOCK 12, WASHINGTON 3RD ADDITION		33.4	10.6				$5,264.00

DICKINSON 2026 ROAD MAINTENANCE (202601) SID NO. 202601-1 COST PER LOT BY CONCRETE IMPROVEMENTS ADJACENT TO PROPERTY

PARCEL ID	OWNER	HOUSE #	STREET	LEGAL	REMOVAL OF CONCRETE (SY)	CONCRETE SIDEWALK (SY)	CONCRETE DRIVEWAY (SY)	ROUT AND SEAL SIDEWALK OR DRIVEWAY (LF)	RETAINING WALL (LF)	REMOVAL OF BIT. PVMT (SY)	TOTAL ASSESSMENT BY PARCEL
0200-1200-0400	WEFLEN, KENNETH D. & WANDA M.		8TH ST E	LOT 4, BLOCK 12, WASHINGTON 3RD ADDITION		23.7	10.6				$4,197.00
0200-1200-0600	WALTON, RICHARD M. & KAREN M.	924	8TH ST E	LOTS 5 & 6, BLOCK 12, WASHINGTON 3RD ADDITION	26.3	31.7	24.2				$7,800.80
0200-1200-0700	KRAITER, GAYLE (WOSEPKA)	910	8TH ST E	LOT 7 LESS PARCEL A, BLOCK 12, WASHINGTON 3RD ADDITION	21.1	10.2	11.0				$3,311.32
0200-1200-0800	SIVAK, ROBERT C. & PAMELA J.	874	8TH ST E	LOT 8 PLUS PARCEL A, BLOCK 12, WASHINGTON 3RD ADDITION	19.0		19.0				$3,349.08
0200-1200-0900	FREDERICK, FRANK J. & CELESTINE K. (LE)	852	8TH ST E	LOT 9, BLOCK 12, WASHINGTON 3RD ADDITION	21.8	5.6	16.2				$3,618.13
0200-1200-1000	BROWN, JACK M. & MARLENE F.	826	8TH ST E	LOT 10, BLOCK 12, WASHINGTON 3RD ADDITION	43.2	15.5	27.8				$6,990.02
0050-1200-0800	PRAUS, RAYNALD & DALE A. HOFER	855	9TH AVE E	LOTS 8-10, BLOCK L, MESSERSMITH & SIMPSON 2ND ADDITION, SUBDIVISION BLOCK L	0.0						$0.00
0050-1200-0600	ZASTOUPIL, TERRY M. & TAMMY J.	35	9TH AVE E	LOT 6, BLOCK L, MESSERSMITH & SIMPSON 2ND ADDITION, SUBDIVISION BLOCK L	0.0						$0.00
0050-1100-2100	R & M REAL ESTATE, LLP		9TH AVE E	LOT 21, BLOCK K, MESSERSMITH & SIMPSON 2ND ADDITION, SUBDIVISION BLOCK K	0.0						$0.00
0050-1100-2200	R & M REAL ESTATE, LLP		9TH AVE E	LOT 22, BLOCK K, MESSERSMITH & SIMPSON 2ND ADDITION, SUBDIVISION BLOCK K	0.0						$0.00
0050-1200-0100	STORE CAPITAL ACQUISITIONS, LLC.	77	9TH AVE E	LOTS 1-5 & LOT 22, BLOCK L, MESSERSMITH & SIMPSON 2ND ADDITION, SUBDIVISION BLOCK L	39.9	70.7					$8,814.40
0050-1100-1000	EEH PROPERTIES LLC	904	9TH AVE E	W5' LOT 9, ALL LOT 10, BLOCK K, MESSERSMITH & SIMPSON 2ND ADDITION, SUBDIVISION BLOCK K	10.2	19.9	5.3			2.5	$3,302.95
0050-1100-1700	R & M REAL ESTATE, LLP	46	9TH AVE E	LOTS 16-19 PLUS VAC. ALLEY ON S. PROPERTY LINE LOT 16 & 19, LESS 1992 SF LOT 19 (BRIDGE EASEMENT) PLUS VAC. ALLEY ON E & N PROPERTY LINE OF LOT 16, BLOCK K, MESSERSMITH & SIMPSON 2ND ADDITION, SUBDIV BLOCK K		3.3	5.3			5.3	$1,271.95
0050-0900-0100	BBRULETL PROPERTIES LLC	859	9TH AVE E	LOT 1, BLOCK I, MESSERSMITH & SIMPSON 2ND ADDITION, DEFFERT & FISHER SUBDIVISION	14.6	4.7	9.9				$2,376.40
0050-0900-0201	PHELPS, JOSHUA T.	141	9TH AVE E	S1/2 LOT 2, S1/2 N1/2 LOT 3, BLOCK I, MESSERSMITH & SIMPSON 2ND ADDITION, DEFFERT & FISHER SUBDIVISION	5.6	2.4	3.1	5			$925.29
0050-0900-0301	EILTS, ROBERT & JENNIFER	179	9TH AVE E	N1/2 LOT 2, N1/2 N1/2 LOT 3, BLOCK I, MESSERSMITH & SIMPSON 2ND ADDITION, DEFFERT & FISHER SUBDIVISION	15.4	5.8	9.6	25			$2,703.40
0050-1001-0000	BROOKDALE FINANCIAL ND, LLC	162	9TH AVE E	W169.2' N200' BLOCK J, MESSERSMITH & SIMPSON 2ND ADDITION	30.6	20.4	10.2	5			$4,614.60
0050-1004-0003	PIERSON, REBECCA	128	9TH AVE E	N43' N122' S200' W100' SW CORNER, UNIT #3, BLOCK J, MESSERSMITH & SIMPSON 2ND ADDITION	0.0						$0.00
0050-1004-0002	PETERSON, RACHEL J.	120	9TH AVE E	N36' S79' N122' S200' W100' SW CORNER, UNIT #2, BLOCK J, MESSERSMITH & SIMPSON 2ND ADDITION	0.0						$0.00
0050-1004-0001	TORGERSON, CHAD	112	9TH AVE E	S43' N122' S200' W100' SW CORNER, UNIT #1, BLOCK J, MESSERSMITH & SIMPSON 2ND ADDITION	0.0						$0.00
0050-1005-0000	SMALLEY,SAMUEL & SUSANA GRASMUCK	106	9TH AVE E	S78' W100' BLOCK J, MESSERSMITH & SIMPSON 2ND ADDITION	16.5	2.5	14.0				$2,804.00
0050-0600-0100	DICKINSON PARK DISTRICT	840	9TH AVE E	LOTS 1-3 PLUS 10' VACATED ALLEY, BLOCK F, MESSERSMITH & SIMPSON 2ND ADDITION, SUBDIVISION BLOCK F	12.9	12.9		10			$1,844.40
0050-0600-1100	DICKINSON PARK DISTRICT	840	9TH AVE E	LOTS 11-16 PLUS 10' VACATED ALLEY, BLOCK F, MESSERSMITH & SIMPSON 2ND ADDITION, SUBDIVISION BLOCK F	7.5	7.5		5			$1,065.00
0050-0501-0000	CRAIL, RONALD	904	9TH AVE E	W50' N192' BLOCK E, MESSERSMITH & SIMPSON 2ND ADDITION, SUBDIVISION BLOCK E	13.6	2.7	10.9				$2,285.60
0050-0500-1400	LAMESTEER PROPERTIES, LLC	913	9TH AVE E	LOT 14, N82' LOT 15, BLOCK E, MESSERSMITH & SIMPSON 2ND ADDITION, SUBDIVISION BLOCK E	16.4	2.2	14.2				$2,798.40
0050-0500-1500	LAMESTEER PROPERTIES, LLC	208	9TH AVE E	S106.72' LOT 15, BLOCK E, MESSERSMITH & SIMPSON 2ND ADDITION, SUBDIVISION BLOCK E	9.0	3.5	5.5				$1,444.00
0050-0301-0000	KV MAYER PROPERTIES, LLC	331	9TH AVE E	E50' S140' BLOCK C, MESSERSMITH & SIMPSON 2ND ADDITION REPLAT	9.1		9.1	5			$1,646.60
0050-0302-0000	EASTMORE FINANCIAL, LLC	343/359	9TH AVE E	S185' N270' E125' BLOCK C, MESSERSMITH & SIMPSON 2ND ADDITION	7.1	7.1					$965.60
0050-0304-0000	NAMYNIUK, JANSSEN	379	9TH AVE E	N85' E125' BLOCK C, MESSERSMITH & SIMPSON 2ND ADDITION	3.0	3.0					$408.00
0200-1400-1500	CLARK, CARL R. & TERI M.	515	9TH AVE E	LOT 15, BLOCK 14, WASHINGTON 3RD ADDITION	4.7	4.7					$639.20
0200-1400-0700	BACHMEIER, RONALD M.	561	9TH AVE E	LOT 7, BLOCK 14, WASHINGTON 3RD ADDITION	10.3	2.0	8.3				$1,727.65
0200-1400-0100	HARRISON, DAKOTA L.	611	9TH AVE E	LOT 1, BLOCK 14, WASHINGTON 3RD ADDITION	6.7	6.7					$911.20
0200-1500-0800	MOORE, PURLEY & ANNETTE	612	9TH AVE E	LOT 8, BLOCK 15, WASHINGTON 3RD ADDITION	11.5	2.1	9.4				$1,940.00
0200-1500-0900	KREBS, DAVID J. & DEBRA M.	590	9TH AVE E	LOT 9, BLOCK 15, WASHINGTON 3RD ADDITION	20.5	9.2	11.3	5			$3,280.89
0200-1500-1000	BINSTOCK, MITCHELL C. & ROBIN L.	564	9TH AVE E	LOT 10, BLOCK 15, WASHINGTON 3RD ADDITION	25.2	11.9	13.4	5			$4,010.54
0200-1500-1100	FUGERE, CYNTHIA	538	9TH AVE E	LOT 11, BLOCK 15, WASHINGTON 3RD ADDITION	0.0						$0.00
0200-1500-1200	MACKEY, DAVID N. & TAMMY M.	512	9TH AVE E	LOT 12, BLOCK 15, WASHINGTON 3RD ADDITION	18.2	4.8	13.4				$3,007.07
0050-0403-0000	DAKOTA FAITH, LLC	398	9TH AVE E	N27.51' N260' W100' TRACT 1, BLOCK D, MESSERSMITH & SIMPSON 2ND ADDITION	0.0						$0.00
0050-0404-0000	DAKOTA FAITH, LLC	392	9TH AVE E	N20.34' S232.49' N260' W100' TRACT 2, BLOCK D, MESSERSMITH & SIMPSON 2ND ADDITION	5.5		5.5				$976.41
0050-0405-0000	DAKOTA FAITH, LLC	386	9TH AVE E	N20.33' S212.15' N260' W100' TRACT 3, BLOCK D, MESSERSMITH & SIMPSON 2ND ADDITION	0.0						$0.00
0050-0406-0000	DAKOTA FAITH, LLC	380	9TH AVE E	N20.34' S191.82' N260' W100' TRACT 4, BLOCK D, MESSERSMITH & SIMPSON 2ND ADDITION	0.0						$0.00
0050-0407-0000	DAKOTA FAITH, LLC	374	9TH AVE E	N20.33' S171.48' N260' W100' TRACT 5, BLOCK D, MESSERSMITH & SIMPSON 2ND ADDITION	1.0		1.0				$176.00
0050-0408-0000	DAKOTA FAITH, LLC	370	9TH AVE E	N20.34' S151.15' N260' W100' TRACT 6, BLOCK D, MESSERSMITH & SIMPSON 2ND ADDITION	1.8		1.8				$316.80
0050-0409-0000	DAKOTA FAITH, LLC	366	9TH AVE E	N20.67' S130.81' N260' W100' TRACT 7, BLOCK D, MESSERSMITH & SIMPSON 2ND ADDITION	8.7		8.7				$1,538.24
0050-0410-0000	DAKOTA FAITH, LLC	360	9TH AVE E	N20.66' S110.14' N260' W100' TRACT 8, BLOCK D, MESSERSMITH & SIMPSON 2ND ADDITION	9.9		9.9				$1,748.37
0050-0411-0000	DAKOTA FAITH, LLC	356	9TH AVE E	N20.67' S89.48' N260' W100' TRACT 9, BLOCK D, MESSERSMITH & SIMPSON 2ND ADDITION	10.0		10.0				$1,752.76
0050-0412-0000	DAKOTA FAITH, LLC	350	9TH AVE E	N20.66' S68.81' N260' W100' TRACT 10, BLOCK D, MESSERSMITH & SIMPSON 2ND ADDITION	10.0		10.0				$1,760.59
0050-0413-0000	DAKOTA FAITH, LLC	346	9TH AVE E	N20.33' S48.15' N260' W100' TRACT 11, BLOCK D, MESSERSMITH & SIMPSON 2ND ADDITION	1.9		1.9				$331.08
0050-0414-0000	DAKOTA FAITH, LLC	340	9TH AVE E	S27.82' N260' W100' TRACT 12, BLOCK D, MESSERSMITH & SIMPSON 2ND ADDITION	4.4		4.4				$768.34
0050-0402-0000	BENSON, KIRBY & DOLORES	911	9TH AVE E	S150' W50' & S152' E50' W100' BLOCK D, MESSERSMITH & SIMPSON 2ND ADDITION	54.4	41.6	12.8				$7,902.93
0180-0300-0500	STOCKERT, JOHN A. & NANCY	807	ALDER AVE	LOT 5, BLOCK 3, PLEASANT VALLEY SUBDIVISION	5.3	5.3					$720.80
0180-0300-0600	ROBINSON, KEITH	821	ALDER AVE	LOT 6, BLOCK 3, PLEASANT VALLEY SUBDIVISION	0.0						$0.00
0180-0300-0700	LUCKA, DAVID	464	ALDER AVE	LOT 7, BLOCK 3, PLEASANT VALLEY SUBDIVISION	1.9	1.9		5			$303.40
0180-0400-1300	SCHMIDT, DUSTIN J. & KRISTINA A.	480	ALDER AVE	LOT 13, BLOCK 4, PLEASANT VALLEY SUBDIVISION	11.5	6.3	5.2				$1,772.00
0180-0400-1200	DEICHERT, EVAN & ERIN	838	ALDER AVE	LOT 12, BLOCK 4, PLEASANT VALLEY SUBDIVISION	8.6	3.1	5.5				$1,389.60

DICKINSON 2026 ROAD MAINTENANCE (202601) SID NO. 202601-1 COST PER LOT BY CONCRETE IMPROVEMENTS ADJACENT TO PROPERTY

PARCEL ID	OWNER	HOUSE #	STREET	LEGAL	REMOVAL OF CONCRETE (SY)	CONCRETE SIDEWALK (SY)	CONCRETE DRIVEWAY (SY)	ROUT AND SEAL SIDEWALK OR DRIVEWAY (LF)	RETAINING WALL (LF)	REMOVAL OF BIT. PVMT (SY)	TOTAL ASSESSMENT BY PARCEL
0180-0400-1100	PARKE, DANIEL M.	828	ALDER AVE	LOT 11, BLOCK 4, PLEASANT VALLEY SUBDIVISION	2.7	2.7		5			$412.20
0180-0400-1000	URLACHER, RON & DICARLO ARONI	818	ALDER AVE	0.0267A LOT 8, ALL LOT 10, BLOCK 4, PLEASANT VALLEY SUBDIVISION	0.0						$0.00
0180-0400-0900	KREBS, AMY ROSE	469	ALDER AVE	LOT 9, BLOCK 4, PLEASANT VALLEY SUBDIVISION	0.0						$0.00
0180-0400-0600	BATES, TRINITY & MICHAEL	819	BOX AVE	LOT 6, BLOCK 4, PLEASANT VALLEY SUBDIVISION	9.6	3.3	6.3				$1,551.54
0180-0400-0500	SYMIONOW, TERRY & SUSAN	829	BOX AVE	LOT 5, BLOCK 4, PLEASANT VALLEY SUBDIVISION	13.0	9.3	3.7				$1,916.00
0180-0400-0400	BENTZ, LOGAN	839	BOX AVE	LOT 4, BLOCK 4, PLEASANT VALLEY SUBDIVISION	19.4	11.1	8.3				$2,970.40
0180-0400-0300	OLSON, ZACHARY R.	849	BOX AVE	LOT 3, BLOCK 4, PLEASANT VALLEY SUBDIVISION	8.9	1.4	7.5				$1,510.40
0180-0400-0200	MARX, NOLAN E.	859	BOX AVE	LOT 2, BLOCK 4, PLEASANT VALLEY SUBDIVISION	11.4	8.0	3.4				$1,686.40
0180-0400-0100	BUCK, MADDIE & JACOB	875	BOX AVE	LOT 1, BLOCK 4, PLEASANT VALLEY SUBDIVISION	4.4	4.4					$598.40
0200-0100-0700	MESSER, IRENE	624	BOX AVE	LOT 7, BLOCK 1, WASHINGTON ADDITION	8.7	8.7					$1,183.20
0200-0100-0800	HAMMONTREE, MATTHEW & KATHRYN	884	BOX AVE	LOT 8, BLOCK 1, WASHINGTON ADDITION	16.2	13.8	2.4				$2,299.20
0200-0100-0900	KADRMAS, DONNA	872	BOX AVE	LOT 9, BLOCK 1, WASHINGTON ADDITION	4.8	2.5	2.3				$744.80
0200-0100-1000	KLEIN, GLEN A. & CINDY L.	862	BOX AVE	LOT 10, BLOCK 1, WASHINGTON ADDITION	2.5		2.5	5			$485.00
0200-0100-1100	HITCHRICK, DAVID J. & MARJORIE	850	BOX AVE	LOT 11, BLOCK 1, WASHINGTON ADDITION	7.7	7.7					$1,047.20
0200-0100-1200	TORRES, JOSE	840	BOX AVE	LOT 12, BLOCK 1, WASHINGTON ADDITION	2.3	2.3		5			$357.80
0180-0100-0500	KNIGHT, BENJAMIN W. & JUNG, MICHAELA A.	830	BOX AVE	LOT 5, BLOCK 1, PLEASANT VALLEY SUBDIVISION	4.1	4.1		5			$602.60
0180-0100-0600	KAMP, TAYLOR	820	BOX AVE	LOT 6, BLOCK 1, PLEASANT VALLEY SUBDIVISION	6.7	4.0	2.7				$1,019.20
0200-0100-0300	DINIUS, JASON	557	CHERRY AVE	LOT 3, BLOCK 1, PLEASANT VALLEY SUBDIVISION	28.4	28.4					$3,862.40
0200-0100-0400	HOERNER, JENNIFER	815	CHERRY AVE	LOT 4, BLOCK 1, PLEASANT VALLEY SUBDIVISION	23.9	16.8	7.1				$3,534.40
0200-0100-1300	PAVLICEK, ALBERT (LE)	831	CHERRY AVE	LOT 13, BLOCK 1, WASHINGTON ADDITION	12.2	7.6	4.6	5			$1,888.20
0200-0100-1400	JOHNSON, EMILY ANN	839	CHERRY AVE	LOT 14, BLOCK 1, WASHINGTON ADDITION	18.1	13.6	4.5				$2,641.60
0200-0100-1500	WALLNER, RICKY	847	CHERRY AVE	LOT 15, BLOCK 1, WASHINGTON ADDITION	7.1	2.7	4.4	5			$1,186.60
0200-0100-1600	HAGEROTT, DREW	855	CHERRY AVE	LOT 16, BLOCK 1, WASHINGTON ADDITION	4.9		4.9	10			$952.40
0200-0100-1700	KENNETT, JON D.	861	CHERRY AVE	LOT 17, BLOCK 1, WASHINGTON ADDITION	0.0						$0.00
0200-0100-1800	ROLLER, DANIEL MARTIN	869	CHERRY AVE	LOT 18, BLOCK 1, WASHINGTON ADDITION	5.6	5.6					$761.60
0200-0100-1900	LEISS, SHAWN & LAURA	877	CHERRY AVE	LOT 19, BLOCK 1, WASHINGTON ADDITION	7.3	7.3					$992.80
0200-0100-2000	FRANK, MARTHA V. (LE)	885	CHERRY AVE	LOT 20, BLOCK 1, WASHINGTON ADDITION	2.4	2.4					$326.40
0200-0100-2100	FOCHT, DAVID & VERNA	674	CHERRY AVE	LOT 21, BLOCK 1, WASHINGTON ADDITION	10.4	10.4		5			$1,459.40
0200-0200-0100	HEINERT, DARRICK J.	724	CHERRY AVE	LOT 1, BLOCK 2, WASHINGTON ADDITION	22.4	13.7	8.7				$3,394.40
0200-0200-0200	HLADKY, TREY & ADDISON	886	CHERRY AVE	LOT 2, BLOCK 2, WASHINGTON ADDITION	1.6	1.6					$217.60
0200-0200-0300	HASSEBROCK, JOANNE (LE)	878	CHERRY AVE	LOT 3, BLOCK 2, WASHINGTON ADDITION	0.0						$0.00
0200-0200-0400	VEGA, J. RODRIGUEZ & T. CANCINO	870	CHERRY AVE	LOT 4, BLOCK 2, WASHINGTON ADDITION	0.0			5			$45.00
0200-0200-0500	SHYPKOWSKI, ANNA MAE (LE)	862	CHERRY AVE	LOT 5, BLOCK 2, WASHINGTON ADDITION	4.9	2.3	2.6	10			$860.40
0200-0200-0600	DAUPHINE, JOHN & SARAHGAIL	856	CHERRY AVE	LOT 6, BLOCK 2, WASHINGTON ADDITION	9.8	7.6	2.2	5			$1,465.80
0200-0200-0700	MERCHANT, JEFFREY A. & ERIN	848	CHERRY AVE	LOT 7, BLOCK 2, WASHINGTON ADDITION	21.6	19.3	2.3				$3,029.60
0200-0200-0800	HAM, BRIAN & LAURA	840	CHERRY AVE	LOT 8, BLOCK 2, WASHINGTON ADDITION	2.4		2.4	5			$467.40
0200-0200-0900	PORTER, JACOB R & CARLY M KUBAS	832	CHERRY AVE	LOT 9, BLOCK 2, WASHINGTON ADDITION	4.8		4.8	10			$934.80
0200-0200-1000	NOVOTNY, RICHARD V. & MARLENE	824	CHERRY AVE	LOT 10, BLOCK 2, WASHINGTON ADDITION	4.8	4.8					$652.80
0200-0200-1100	MOE, ZACHARY E. & SARAH R.	816	CHERRY AVE	LOT 11, BLOCK 2, WASHINGTON ADDITION	16.0	13.6	2.4	5			$2,317.00
0200-0200-1200	CLARK, NOLAN	627	CHERRY AVE	LOT 12, BLOCK 2, WASHINGTON ADDITION	2.4	2.4					$326.40
0180-0300-0100	ELKINS, ARTHUR L. & TERYL	806	CUSTER ST	LOT 1, BLOCK 3, PLEASANT VALLEY SUBDIVISION	2.0	2.0					$272.00
0180-0300-0200	BERGER, DANIEL A.	415	CUSTER ST	LOT 2, BLOCK 3, PLEASANT VALLEY SUBDIVISION	5.4	5.4					$731.83
0180-0300-0300	JOSEPHSON, STEVEN A. & SUSAN R.	425	CUSTER ST	LOT 3, BLOCK 3, PLEASANT VALLEY SUBDIVISION	20.0	14.6	5.4				$2,939.32
0180-0300-0400	SLAG, FRANCIS M. & CYNTHIA L.	443	CUSTER ST	LOT 4, BLOCK 3, PLEASANT VALLEY SUBDIVISION	16.4	15.0	1.4				$2,291.02
0180-0200-1100	GRESS, CODY	414	CUSTER ST	LOT 11, BLOCK 2, PLEASANT VALLEY SUBDIVISION	12.2	12.2		5			$1,704.20
0180-0200-1000	MENDIBLES, GUILLERMO TIMOTEO	450	CUSTER ST	LOT 10, BLOCK 2, PLEASANT VALLEY SUBDIVISION	13.5	4.0	9.5				$2,216.00
0180-0400-0900	KREBS, AMY ROSE	469	CUSTER ST	LOT 9, BLOCK 4, PLEASANT VALLEY SUBDIVISION	9.4	7.5	1.9	5			$1,399.40
0180-0400-0800	DOE, DARLYS	483	CUSTER ST	LOT 8 LESS 0.0267 A, BLOCK 4, PLEASANT VALLEY SUBDIVISION	1.1		1.1				$193.60
0180-0400-0700	ROSHAU, CHARLES A. & JEANNIE (LE)	495	CUSTER ST	LOT 7, BLOCK 4, PLEASANT VALLEY SUBDIVISION	6.6	4.6	2.0				$979.37
0180-0200-0900	SIMONIEG, KEITH J. & FAITH A.	462	CUSTER ST	LOT 9, BLOCK 2, PLEASANT VALLEY SUBDIVISION	7.5	5.8	1.7				$1,088.00
0180-0200-0800	LAMPRECHT, PHILIP M. & LUCILLE	474	CUSTER ST	LOT 8, BLOCK 2, PLEASANT VALLEY SUBDIVISION	11.0	8.8	2.2				$1,584.00
0180-0200-0700	WHITE, CORY C.	486	CUSTER ST	LOT 7, BLOCK 2, PLEASANT VALLEY SUBDIVISION	4.7	2.3	2.4				$735.20
0180-0200-0600	SMITH, CONNER	498	CUSTER ST	LOT 6, BLOCK 2, PLEASANT VALLEY SUBDIVISION	3.0		3.0				$528.00
0180-0200-0500	MERKEL, THOMAS	510	CUSTER ST	LOT 5, BLOCK 2, PLEASANT VALLEY SUBDIVISION	4.5	2.3	2.2				$700.00
0180-0100-0100	SWANSON, CHRISTIAN & ASHLEY	531	CUSTER ST	LOT 1, BLOCK 1, PLEASANT VALLEY SUBDIVISION	4.4	2.2	2.2				$686.40
0180-0100-0200	EHLANG, SETH D. & ERIN L. WALDORF	543	CUSTER ST	LOT 2, BLOCK 1, PLEASANT VALLEY SUBDIVISION	2.8	1.6	1.2				$428.80
0200-0100-0300	DINIUS, JASON	557	CUSTER ST	LOT 3, BLOCK 1, PLEASANT VALLEY SUBDIVISION	8.4	6.3	2.1				$1,226.40

DICKINSON 2026 ROAD MAINTENANCE (202601) SID NO. 202601-1 COST PER LOT BY CONCRETE IMPROVEMENTS ADJACENT TO PROPERTY

PARCEL ID	OWNER	HOUSE #	STREET	LEGAL	REMOVAL OF CONCRETE (SY)	CONCRETE SIDEWALK (SY)	CONCRETE DRIVEWAY (SY)	ROUT AND SEAL SIDEWALK OR DRIVEWAY (LF)	RETAINING WALL (LF)	REMOVAL OF BIT. PVMT (SY)	TOTAL ASSESTMENT BY PARCEL
0180-0200-0400	BYRNE, MARY A.	522	CUSTER ST	LOT 4, BLOCK 2, PLEASANT VALLEY SUBDIVISION	4.7	2.3	2.4				$735.20
0180-0200-0300	SHUMWAY, LORETTA S.	534	CUSTER ST	LOT 3, BLOCK 2, PLEASANT VALLEY SUBDIVISION	4.9	3.6	1.3	5			$763.40
0180-0200-0200	STECKLER, AGNES	546	CUSTER ST	LOT 2, BLOCK 2, PLEASANT VALLEY SUBDIVISION	0.0						$0.00
0180-0200-0100	BERGER, RANDAL V. & GALE G. (LE)	558	CUSTER ST	LOT 1, BLOCK 2, PLEASANT VALLEY SUBDIVISION	12.0	4.6	7.4				$1,928.00
0200-0000-0001	KNOPIK, DANIEL J.	600	CUSTER ST	VACATED PORTION OF CHERRY AVENUE LOCATED BESIDE LOT 1, BLOCK 7, WASHINGTON 1ST ADDITION	2.6	2.6					$353.60
0200-0200-1200	CLARK, NOLAN	627	CUSTER ST	LOT 12, BLOCK 2, WASHINGTON ADDITION	9.4	9.4		5			$1,323.40
0200-0200-1300	BECK, HENRY M. & BARBARA M.	649	CUSTER ST	LOT 13, BLOCK 2, WASHINGTON ADDITION	3.1	3.1					$421.60
0200-0700-0100	MAYORGA, ALEJANDRO	622	CUSTER ST	LOT 1, BLOCK 7, WASHINGTON ADDITION	0.0						$0.00
0200-0700-0200	SLAUGHTER, ROBERT & ASHLEY	630	CUSTER ST	LOT 2, BLOCK 7, WASHINGTON ADDITION	17.1	6.9	10.2				$2,733.60
0200-0700-0300	JOINES, JAMES	648	CUSTER ST	LOT 3, BLOCK 7, WASHINGTON ADDITION	3.8		3.8	10			$765.64
0200-0700-0400	WANNER, ROCHELLE	664	CUSTER ST	LOT 4, BLOCK 7, WASHINGTON ADDITION	0.0						$0.00
0200-0600-1200	YOUNG, SALISA M.	687	CUSTER ST	LOT 12, BLOCK 6, WASHINGTON ADDITION	22.7	22.7					$3,087.20
0200-0600-1300	BARFUSS, CARL G.	711/713	CUSTER ST	LOT 13, S10' LOT 14, BLOCK 6, AMENDED WASHINGTON 2ND ADDITION	8.1	4.5	3.6	10			$1,327.19
0200-0700-0500	GRAN, CAROL	682	CUSTER ST	LOT 5, BLOCK 7, WASHINGTON ADDITION	2.6	2.6					$353.60
0200-0700-0600	NODLAND, DARRELL & RISA	698	CUSTER ST	LOT 6, BLOCK 7, WASHINGTON ADDITION	4.2	4.2					$571.20
0200-0700-0700	DECKER, GREG P. & PAMELA	704	CUSTER ST	LOT 7, BLOCK 7, AMENDED WASHINGTON 2ND ADDITION	2.6	2.6		10			$443.60
0200-0700-0800	PAVLICEK, ANDREW J. & SHIRLEY A.	714	CUSTER ST	LOT 8, BLOCK 7, AMENDED WASHINGTON 2ND ADDITION	0.0						$0.00
0200-0700-0900	NIETO, ROBIN L.	724	CUSTER ST	LOT 9, BLOCK 7, AMENDED WASHINGTON 2ND ADDITION	0.0						$0.00
0200-0800-1101	SCHMIDT, CURTIS J. & BRENDA J.	733	CUSTER ST	LOT 11, BLOCK 8, AMENDED WASHINGTON 2ND ADDITION, UNIT #1	0.0						$0.00
0200-0800-1102	TRHLIK, JOEL	735	CUSTER ST	LOT 11, BLOCK 8, AMENDED WASHINGTON 2ND ADDITION, UNIT #2	7.5		7.5				$1,320.00
0200-0800-1103	BINSTOCK, ALLAN & MARGARET	747	CUSTER ST	LOT 11, BLOCK 8, AMENDED WASHINGTON 2ND ADDITION, UNIT #3	11.9		11.9				$2,096.94
0200-0800-1104	QUIJANO, SASHA M. & EDWARDS, CHAD A.	749	CUSTER ST	LOT 11, BLOCK 8, AMENDED WASHINGTON 2ND ADDITION, UNIT #4	6.3		6.3				$1,104.89
0200-0800-1200	FRANK, AARON	763	CUSTER ST	LOT 12, BLOCK 8, WASHINGTON 3RD ADDITION	7.6	7.6					$1,033.60
0200-0800-1300	MILLIGAN, GAGE D.	787	CUSTER ST	LOT 13, BLOCK 8, WASHINGTON 3RD ADDITION	0.0						$0.00
0200-0800-1400	SEIBEL, DERIN N. & LOUISE E.	799	CUSTER ST	LOT 14, BLOCK 8, WASHINGTON 3RD ADDITION	43.3	17.2	26.0				$6,926.93
0200-0700-1000	SCHIWAL, PEGGY L. & NANCY K.	734	CUSTER ST	LOT 10, BLOCK 7, AMENDED WASHINGTON 2ND ADDITION	0.0						$0.00
0200-0700-1100	GANT, MICHAEL & BRENDA	744	CUSTER ST	LOT 11, BLOCK 7, AMENDED WASHINGTON 2ND ADDITION	3.9	3.9					$530.40
0200-0700-1200	BETLAF, HELEN M.	754	CUSTER ST	LOT 12, BLOCK 7, WASHINGTON 3RD ADDITION	0.0						$0.00
0200-0700-1300	KELLER, PATRICE	764	CUSTER ST	LOT 13, BLOCK 7, WASHINGTON 3RD ADDITION	0.0			5			$45.00
0200-0700-1400	KOVASH, DARCY (LE)	774	CUSTER ST	LOT 14, BLOCK 7, WASHINGTON 3RD ADDITION	1.9	1.9		15			$393.40
0200-0700-1500	SCHNEIDER, RENEE (LE)	784	CUSTER ST	LOT 15, BLOCK 7, WASHINGTON 3RD ADDITION	6.2		6.2				$1,091.20
0200-0200-1300	BECK, HENRY M. & BARBARA M.	649	DELL AVE	LOT 13, BLOCK 2, WASHINGTON ADDITION	2.4		2.4	10			$512.40
0200-0200-1400	BRAZIER, GAVIN	815	DELL AVE	LOT 14, BLOCK 2, WASHINGTON ADDITION	2.5	2.5		10			$430.00
0200-0200-1500	DUKART, KELSEY, TIMOTHY & CINDY	825	DELL AVE	LOT 15, BLOCK 2, WASHINGTON ADDITION	3.7		3.7				$651.20
0200-0200-1600	BRYAN, OMALL A. & SHANNA-KAY ALICIA	835	DELL AVE	LOT 16, BLOCK 2, WASHINGTON ADDITION	2.7	2.7		5			$412.20
0200-0200-1700	RESKE, JOHNATHAN E. & YORIANNA	843	DELL AVE	LOT 17, BLOCK 2, WASHINGTON ADDITION	10.6	10.6		10			$1,531.60
0200-0200-1800	RYKOWSKI, RHONDA B.	851	DELL AVE	LOT 18, BLOCK 2, WASHINGTON ADDITION	10.7	2.6	8.1				$1,779.20
0200-0200-1900	HEIDT, CAROL & ANTONIO PRESCOTT	859	DELL AVE	LOT 19, BLOCK 2, WASHINGTON ADDITION	22.2	15.0	7.2				$3,307.20
0200-0200-2000	MESSER, RITA R.	867	DELL AVE	LOT 20, BLOCK 2, WASHINGTON ADDITION	9.5	9.5		5			$1,337.00
0200-0200-2100	STICKEL, TERRY L. & CINDY L.	875	DELL AVE	LOT 21, BLOCK 2, WASHINGTON ADDITION	19.1	9.3	9.8				$2,989.60
0200-0200-2200	BAGGATTA, JOY A. (LE)	883	DELL AVE	LOT 22, BLOCK 2, WASHINGTON ADDITION	11.9	9.2	2.7				$1,726.40
0200-0200-2300	MYERS, MATTHEW J. & BETHANY A.	891	DELL AVE	LOT 23, BLOCK 2, WASHINGTON ADDITION	0.0						$0.00
0200-0200-2400	COTA, GARY A. & DARLA M.	774	DELL AVE	LOT 24, BLOCK 2, WASHINGTON ADDITION	2.3	2.3		5			$357.80
0200-0600-0100	HECK, DAVID & IRENE	824	DELL AVE	LOT 1, BLOCK 6, WASHINGTON ADDITION	2.8	2.8		5			$425.80
0200-0600-0200	BIEL, CHAD J. & ANITA S. BOLLINGER	888	DELL AVE	LOT 2, BLOCK 6, WASHINGTON ADDITION	2.6	2.6		5			$398.60
0200-0600-0300	SCHATZ, WAYNE L. & ROBIN U.	878	DELL AVE	LOT 3, BLOCK 6, WASHINGTON ADDITION	16.9		16.9	10			$3,064.40
0200-0600-0400	FRENZEL, BECKY A. & JOAN M.	870	DELL AVE	LOT 4, BLOCK 6, WASHINGTON ADDITION	7.7	2.5	5.2	5			$1,300.20
0200-0600-0500	STICKA, JEAN M.	862	DELL AVE	LOT 5, BLOCK 6, WASHINGTON ADDITION	13.3	4.4	8.9				$2,164.80
0200-0600-0600	LOEWEN, DARCI	854	DELL AVE	LOT 6, BLOCK 6, WASHINGTON ADDITION	0.0			5			$45.00
0200-0600-0700	JAMIESON, ROBERT	848	DELL AVE	LOT 7, BLOCK 6, WASHINGTON ADDITION	18.3	5.9	12.4				$2,984.80
0200-0600-0800	PAUL, JILL R.	838	DELL AVE	LOT 8, BLOCK 6, WASHINGTON ADDITION	6.7	6.7		5			$956.20
0200-0600-0900	SCHOBINGER, JANET	830	DELL AVE	LOT 9, BLOCK 6, WASHINGTON ADDITION	0.0						$0.00
0200-0600-1000	LEFOR, DELORES C.	820	DELL AVE	LOT 10, BLOCK 6, WASHINGTON ADDITION	5.1	2.4	2.7	5			$846.60
0200-0600-1100	FRANCO, GUSTAVO & VERONICA	812	DELL AVE	LOT 11, BLOCK 6, WASHINGTON ADDITION	13.2	3.3	9.9	5			$2,236.20
0200-0600-1200	YOUNG, SALISA M.	687	DELL AVE	LOT 12, BLOCK 6, WASHINGTON ADDITION	5.6	5.6		5			$806.60
0200-0600-1300	BARFUSS, CARL G.	711/713	ELM AVE	LOT 13, S10' LOT 14, BLOCK 6, AMENDED WASHINGTON 2ND ADDITION	9.9	9.9					$1,346.40
0200-0600-1500	BARBARAN JR., NATHANIEL C.	811	ELM AVE	UNIT 1, SOUTH 36' OF LOT 14 LESS S10' & ALL LOT 15, BLOCK 6, AMENDED WASHINGTON 2ND ADDITION	0.0						$0.00

DICKINSON 2026 ROAD MAINTENANCE (202601) SID NO. 202601-1 COST PER LOT BY CONCRETE IMPROVEMENTS ADJACENT TO PROPERTY

PARCEL ID	OWNER	HOUSE #	STREET	LEGAL	REMOVAL OF CONCRETE (SY)	CONCRETE SIDEWALK (SY)	CONCRETE DRIVEWAY (SY)	ROUT AND SEAL SIDEWALK OR DRIVEWAY (LF)	RETAINING WALL (LF)	REMOVAL OF BIT. PVMT (SY)	TOTAL ASSESSMENT BY PARCEL
0200-0600-1501	A&E PROPERTY MANAGEMENT	813	ELM AVE	UNIT 2, NORTH 24' OF S60' OF LOT 14 LESS S10' & ALL LOT 15, BLOCK 6, AMENDED WASHINGTON 2ND ADDITION	0.0						$0.00
0200-0600-1502	LAWSON KWAKU ATIASE, MARK	817	ELM AVE	UNIT 3, NORTH 24' OF S84' LOT 14 LESS S10' & ALL LOT 15, BLOCK 6, AMENDED WASHINGTON 2ND ADDITION	0.0						$0.00
0200-0600-1503	WARINER, CHRISTOPHER J. & GINA R.	819	ELM AVE	UNIT 4, NORTH 36' OF LOT 14 LESS S10' & ALL LOT 15, BLOCK 6, AMENDED WASHINGTON 2ND ADDITION	0.0			8			$72.00
0200-0600-1600	GONZALEZ, IRAN K.	825	ELM AVE	LOT 16, BLOCK 6, AMENDED WASHINGTON 2ND ADDITION	6.2	3.3	2.9				$959.20
0200-0600-1700	EHRET, JEREMY F.	837	ELM AVE	LOT 17, BLOCK 6, AMENDED WASHINGTON 2ND ADDITION	6.0	3.0	3.0	5			$981.00
0200-0600-1800	BAKER, ALEXANDER S. & ASHLEY E.	845	ELM AVE	LOT 18, BLOCK 6, AMENDED WASHINGTON 2ND ADDITION	2.7	2.7					$367.20
0200-0600-1900	SEILER, ANTON W. & MARLA L.	853	ELM AVE	LOT 19, BLOCK 6, AMENDED WASHINGTON 2ND ADDITION	19.0	3.0	16.0				$3,224.00
0200-0600-2000	THIEL, NICHOLAS & CHRISTINA	863	ELM AVE	LOT 20, BLOCK 6, AMENDED WASHINGTON 2ND ADDITION	6.2	6.2					$843.20
0200-0600-2100	DORNER, MARVIN & CLAUDIA (LE)	871	ELM AVE	LOT 21, BLOCK 6, AMENDED WASHINGTON 2ND ADDITION	23.3	15.3	8.0				$3,488.80
0200-0600-2200	JIRGES, DAVID	881	ELM AVE	LOT 22, BLOCK 6, AMENDED WASHINGTON 2ND ADDITION	23.8	18.3	5.5				$3,456.80
0200-0600-2300	DAVIDSON, JON M. & TINA M.	889	ELM AVE	LOT 23, BLOCK 6, AMENDED WASHINGTON 2ND ADDITION	15.5	8.3	7.2				$2,396.00
0200-0600-2400	ISLAVA, ALBERTO CAMPOY & EVA CAMPOY	834	ELM AVE	LOT 24, BLOCK 6, AMENDED WASHINGTON 2ND ADDITION	25.8	13.7	12.1				$3,992.80
0200-0800-0100	ERICKSON, SUSAN M.	866	ELM AVE	LOT 1, BLOCK 8, AMENDED WASHINGTON 2ND ADDITION	3.2		3.2				$563.20
0200-0800-0200	KOSTELECKY, MATTHEW	884	ELM AVE	LOT 2, BLOCK 8, AMENDED WASHINGTON 2ND ADDITION	9.3	2.5	6.8				$1,536.80
0200-0800-0300	DUKART, JULIE A.	876	ELM AVE	LOT 3, BLOCK 8, AMENDED WASHINGTON 2ND ADDITION	7.3	3.8	3.6	5			$1,181.36
0200-0800-0400	JOHNSON, LOREN M. & SHARON L.	868	ELM AVE	LOT 4, BLOCK 8, AMENDED WASHINGTON 2ND ADDITION	2.2	2.2		10			$389.20
0200-0800-0500	KUNTZ, LOGAN	858	ELM AVE	LOT 5, BLOCK 8, AMENDED WASHINGTON 2ND ADDITION	4.0	2.1	1.9	10			$710.00
0200-0800-0600	MUELLER, MICHAEL & ROBIN	850	ELM AVE	LOT 6, BLOCK 8, AMENDED WASHINGTON 2ND ADDITION	13.7	4.8	8.9				$2,219.20
0200-0800-0700	YLITALO, CURTIS & BREANNA HOFF	840	ELM AVE	LOT 7, BLOCK 8, AMENDED WASHINGTON 2ND ADDITION	1.0		1.0				$176.00
0200-0800-0800	JORDAN, MAGGIE	832	ELM AVE	LOT 8, BLOCK 8, AMENDED WASHINGTON 2ND ADDITION	2.7		2.7				$475.20
0200-0800-0900	HERRING, REX J. & VIRGINIA	824	ELM AVE	LOT 9, BLOCK 8, AMENDED WASHINGTON 2ND ADDITION	0.0						$0.00
0200-0800-1000	BROWN, ERIC J. & BRITTANY J.	814	ELM AVE	LOT 10, BLOCK 8, AMENDED WASHINGTON 2ND ADDITION	0.0						$0.00
0200-0800-1101	SCHMIDT, CURTIS J. & BRENDA J.	733	ELM AVE	LOT 11, BLOCK 8, AMENDED WASHINGTON 2ND ADDITION, UNIT #1	6.5	6.5					$884.00
0200-0500-1400	KLEMM, JASON	835	ELM AVE	LOT 14, BLOCK 5, AMENDED WASHINGTON 2ND ADDITION	8.1		8.1	10			$1,515.60
0200-0500-1500	JOSE, HARLEY & DEBRA D.	911	ELM AVE	LOT 15, BLOCK 5, AMENDED WASHINGTON 2ND ADDITION	10.3	10.3					$1,400.80
0200-0500-1600	SPORE, JESSE	919	ELM AVE	LOT 16, BLOCK 5, AMENDED WASHINGTON 2ND ADDITION	0.0			5			$45.00
0200-0500-1700	YORK, TIMOTHY R.	927	ELM AVE	LOT 17, BLOCK 5, AMENDED WASHINGTON 2ND ADDITION	5.5	5.5					$748.00
0200-0900-0100	SIM, CHARLES K.	866	ELM AVE	LOT 1, BLOCK 9, AMENDED WASHINGTON 2ND ADDITION	0.0						$0.00
0200-0900-0200	JUST, BRADLEY A.	912	ELM AVE	LOT 2, BLOCK 9, AMENDED WASHINGTON 2ND ADDITION	7.9	5.1	2.8				$1,186.40
0200-0900-0300	HOFFART, JOSEPH M. & MICHELE L.	867	ELM AVE	LOT 3, BLOCK 9, AMENDED WASHINGTON 2ND ADDITION	2.7	2.7					$367.20
0200-0500-1800	DERICK, KEVIN T. & ABIGAYLE C.	933	ELM AVE	LOT 18, BLOCK 5, AMENDED WASHINGTON 2ND ADDITION	9.0	3.3	5.7				$1,452.00
0200-0500-1900	HUGHES, HOWARD R. & BARBARA M.	939	ELM AVE	LOT 19, BLOCK 5, AMENDED WASHINGTON 2ND ADDITION	3.8	3.8		5			$561.80
0200-0500-2000	SCHAFF, DONALD E. & RICHINDA M.	945	ELM AVE	LOT 20, BLOCK 5, AMENDED WASHINGTON 2ND ADDITION	1.4	1.4		5			$235.40
0200-0500-2100	RACKOV, PETER & BRITTANY BERGER	951	ELM AVE	LOT 21, BLOCK 5, AMENDED WASHINGTON 2ND ADDITION	6.3	3.3	3.0	5			$1,021.80
0200-0500-2200	SWARTZ, STEVEN L.	957	ELM AVE	LOT 22, BLOCK 5, AMENDED WASHINGTON 2ND ADDITION	7.9	2.4	5.5				$1,294.40
0200-0500-2300	VEGA, JULIAN SR.	963	ELM AVE	LOT 23, BLOCK 5, AMENDED WASHINGTON 2ND ADDITION	6.3	3.6	2.7	10			$1,054.80
0200-0500-2400	HUSCHKA, DEREK	969	ELM AVE	LOT 24, BLOCK 5, AMENDED WASHINGTON 2ND ADDITION	3.7	3.7		35			$818.20
0200-0500-2500	MCNEILL, NANCY K.	975	ELM AVE	LOT 25, BLOCK 5, AMENDED WASHINGTON 2ND ADDITION	11.8	11.8		5			$1,649.80
0200-0500-2600	KADRMAS, ROBERTA J.	981	ELM AVE	LOT 26, BLOCK 5, AMENDED WASHINGTON 2ND ADDITION	11.5		11.5				$2,024.00
0200-0500-2700	STEGMILLER, JAMES	987	ELM AVE	LOT 27, BLOCK 5, AMENDED WASHINGTON 2ND ADDITION	17.7	12.3	5.4				$2,623.20
0200-0500-2800	WAGNER, DELANE D. & VIRGINIA	834	ELM AVE	LOT 28, BLOCK 5, AMENDED WASHINGTON 2ND ADDITION	4.0		4.0				$704.00
0200-1000-0100	KALLENBACH, JEFFREY D. & SHIRLEY	876	ELM AVE	LOT 1, BLOCK 10, AMENDED WASHINGTON 2ND ADDITION	8.1	8.1		5			$1,151.28
0200-1000-0200	GRESSER, CHARLES F. & JODY C.	988	ELM AVE	LOT 2, BLOCK 10, AMENDED WASHINGTON 2ND ADDITION	6.1	6.1					$829.60
0200-1000-0300	BREW, ARNIE	982	ELM AVE	LOT 3, BLOCK 10, AMENDED WASHINGTON 2ND ADDITION	11.5	5.7	5.8				$1,796.00
0200-1000-0400	PRAUS, KENNETH L. & MARLA	976	ELM AVE	LOT 4, BLOCK 10, AMENDED WASHINGTON 2ND ADDITION	6.8		6.8				$1,196.80
0200-1000-0500	GUSTAFSON, KURT A. & NORBERTA A. (LE)	970	ELM AVE	LOT 5, BLOCK 10, AMENDED WASHINGTON 2ND ADDITION	5.1	2.8	2.3	5			$830.60
0200-1000-0600	FUGERE, GLENN & SUSAN	964	ELM AVE	LOT 6, BLOCK 10, AMENDED WASHINGTON 2ND ADDITION	19.0	14.3	4.7				$2,771.23
0200-1000-0700	TRYTTEN, CARRELL J. & DEBRA L. (LE)	958	ELM AVE	LOT 7, BLOCK 10, AMENDED WASHINGTON 2ND ADDITION	2.8	2.8		5			$425.80
0200-1000-0800	ANTON, AMY R.	950	ELM AVE	LOT 8, BLOCK 10, AMENDED WASHINGTON 2ND ADDITION	8.1	8.1					$1,101.60
0200-1000-0900	SCHMIDT, RONALD	946	ELM AVE	LOT 9, BLOCK 10, AMENDED WASHINGTON 2ND ADDITION	15.8	5.3	10.5				$2,568.80
0200-1000-1000	LUKACH, GARY S. & MARY A.	940	ELM AVE	LOT 10, BLOCK 10, AMENDED WASHINGTON 2ND ADDITION	6.2	6.2					$843.20
0200-1000-1100	PATHFINDER PROPERTIES ND1, LLC	867	ELM AVE	LOT 11, BLOCK 10, AMENDED WASHINGTON 2ND ADDITION	7.7	7.7					$1,047.20
0860-0100-1101	PEACEFUL PIONEER PARTNERS, LP	1007	ENTERPRISE AVE	LOT 11, BLOCK 1, DKN-MDN SUBDIVISION	0.0			10			$90.00
0860-0100-1102	PEACEFUL PIONEER PARTNERS, LP	1015	ENTERPRISE AVE	LOT 11, BLOCK 1, DKN-MDN SUBDIVISION	0.0						$0.00
0860-0100-1103	PEACEFUL PIONEER PARTNERS, LP	1023	ENTERPRISE AVE	LOT 11, BLOCK 1, DKN-MDN SUBDIVISION	0.0						$0.00
0860-0100-1104	PEACEFUL PIONEER PARTNERS, LP	1031	ENTERPRISE AVE	LOT 11, BLOCK 1, DKN-MDN SUBDIVISION	0.0						$0.00
0860-0100-1105	PEACEFUL PIONEER PARTNERS, LP	1039	ENTERPRISE AVE	LOT 11, BLOCK 1, DKN-MDN SUBDIVISION	0.0						$0.00

DICKINSON 2026 ROAD MAINTENANCE (202601) SID NO. 202601-1 COST PER LOT BY CONCRETE IMPROVEMENTS ADJACENT TO PROPERTY

PARCEL ID	OWNER	HOUSE #	STREET	LEGAL	REMOVAL OF CONCRETE (SY)	CONCRETE SIDEWALK (SY)	CONCRETE DRIVEWAY (SY)	ROUT AND SEAL SIDEWALK OR DRIVEWAY (LF)	RETAINING WALL (LF)	REMOVAL OF BIT. PVMT (SY)	TOTAL ASSESTMENT BY PARCEL
0860-0100-1106	PEACEFUL PIONEER PARTNERS, LP	1047	ENTERPRISE AVE	LOT 11, BLOCK 1, DKN-MDN SUBDIVISION	0.0						$0.00
0860-0100-1107	PEACEFUL PIONEER PARTNERS, LP	1055	ENTERPRISE AVE	LOT 11, BLOCK 1, DKN-MDN SUBDIVISION	0.0						$0.00
0860-0100-1108	PEACEFUL PIONEER PARTNERS, LP	1063	ENTERPRISE AVE	LOT 11, BLOCK 1, DKN-MDN SUBDIVISION	9.0	9.0		10			$1,314.00
0860-0100-1109	MDI LIMITED PARTNERSHIP #112	1071	ENTERPRISE AVE	W85' N189' LOT 11, BLOCK 1, KDN-MDN SUBDIVISION	0.0						$0.00
0860-0100-1110	MDI LIMITED PARTNERSHIP #112	1079	ENTERPRISE AVE	E82' W167.5' N110' LOT 11, BLOCK 1, KDN-MDN SUBDIVISION	0.0						$0.00
0860-0100-1111	PEACEFUL PIONEER PARTNERS, LP	1087	ENTERPRISE AVE	82' X 189' LOT 11, BLOCK 1, DKN-MDN SUBDIVISION	0.0						$0.00
0860-0205-0000	PEACEFUL PIONEER PARTNERS, LP	1092	ENTERPRISE AVE	BLOCK 2, DKN-MDN SUBDIVISION	0.0						$0.00
0860-0203-0000	PEACEFUL PIONEER PARTNERS, LP	1051	ENTERPRISE AVE	BLOCK 2, DKN-MDN SUBDIVISION	0.0						$0.00
0860-0201-0000	PEACEFUL PIONEER PARTNERS, LP	1043	ENTERPRISE AVE	BLOCK 2, DKN-MDN SUBDIVISION	0.0						$0.00
0860-0206-0000	WELLENSTEIN, JANET ET-AL	1037	ENTERPRISE AVE	BLOCK 2, DKN-MDN SUBDIVISION, PIONEER HAVEN CONDO, UNIT #1	0.0						$0.00
0860-0207-0000	HAICH, JEROME A.	1037	ENTERPRISE AVE	BLOCK 2, DKN-MDN SUBDIVISION, PIONEER HAVEN CONDO, UNIT #2	0.0						$0.00
0860-0208-0000	HAICH, JARMIN F. TRUST	1037	ENTERPRISE AVE	BLOCK 2, DKN-MDN SUBDIVISION, PIONEER HAVEN CONDO, UNIT #3	0.0						$0.00
0860-0207-0000	HAICH, JARMIN F. TRUST	1037	ENTERPRISE AVE	BLOCK 2, DKN-MDN SUBDIVISION, PIONEER HAVEN CONDO, UNIT #4	0.0						$0.00
0860-0208-0000	HONDL, MARILYN G. ET-AL	1037	ENTERPRISE AVE	BLOCK 2, DKN-MDN SUBDIVISION, PIONEER HAVEN CONDO, UNIT #5	0.0						$0.00
0860-0207-0000	DUKART, TAMRA K.	1037	ENTERPRISE AVE	BLOCK 2, DKN-MDN SUBDIVISION, PIONEER HAVEN CONDO, UNIT #6	0.0						$0.00
0860-0202-0000	PEACEFUL PIONEER PARTNERS, LP	1044	ENTERPRISE AVE	BLOCK 2, DKN-MDN SUBDIVISION	0.0						$0.00
0860-0204-0000	PEACEFUL PIONEER PARTNERS, LP	1052	ENTERPRISE AVE	BLOCK 2, DKN-MDN SUBDIVISION	0.0						$0.00
0860-0100-1112	MDI LIMITED PARTNERSHIP #112	1093	ENTERPRISE AVE	82' X 100' LOT 11, BLOCK 1, DKN-MDN SUBDIVISION	0.0						$0.00
0860-0300-0114	PEACEFUL PIONEER PARTNERS, LP	1088	ENTERPRISE AVE	N189.16' LOT 1, BLOCK 3, DKN-MDN SUBDIVISION	6.4	3.4	3.0				$990.40
0860-0300-0101	RIG HOUSING, LLC	1080	ENTERPRISE AVE	82' X 100' N189.16' LOT 1, BLOCK 3, DKN-MDN SUBDIVISION, PIONEER CONDO 3, UNIT #1	0.0						$0.00
0860-0300-0102	RIG HOUSING, LLC	1080	ENTERPRISE AVE	82' X 100' N189.16' LOT 1, BLOCK 3, DKN-MDN SUBDIVISION, PIONEER CONDO 3, UNIT #2	0.0						$0.00
0860-0300-0103	BREWER, CAILIE P.	1080	ENTERPRISE AVE	82' X 100' N189.16' LOT 1, BLOCK 3, DKN-MDN SUBDIVISION, PIONEER CONDO 3, UNIT #3	0.0						$0.00
0860-0300-0113	PEACEFUL PIONEER PARTNERS, LP	1070	ENTERPRISE AVE	N189.16' LOT 1, BLOCK 3, DKN-MDN SUBDIVISION	0.0						$0.00
0860-0300-0112	PEACEFUL PIONEER PARTNERS, LP	1064	ENTERPRISE AVE	LOT 1, BLOCK 3, DKN-MDN SUBDIVISION	23.8	19.8	4.0	5			$3,441.80
0860-0300-0111	PEACEFUL PIONEER PARTNERS, LP	1056	ENTERPRISE AVE	LOT 1, BLOCK 3, DKN-MDN SUBDIVISION	0.0						$0.00
0860-0300-0110	PEACEFUL PIONEER PARTNERS, LP	1048	ENTERPRISE AVE	LOT 1, BLOCK 3, DKN-MDN SUBDIVISION	0.0						$0.00
0860-0300-0109	PEACEFUL PIONEER PARTNERS, LP	1040	ENTERPRISE AVE	LOT 1, BLOCK 3, DKN-MDN SUBDIVISION	7.1	7.1					$965.60
0860-0300-0108	PEACEFUL PIONEER PARTNERS, LP	1032	ENTERPRISE AVE	LOT 1, BLOCK 3, DKN-MDN SUBDIVISION	0.0			5			$45.00
0860-0300-0107	PEACEFUL PIONEER PARTNERS, LP	1024	ENTERPRISE AVE	LOT 1, BLOCK 3, DKN-MDN SUBDIVISION	2.1	2.1					$285.60
0860-0300-0106	PEACEFUL PIONEER PARTNERS, LP	1016	ENTERPRISE AVE	LOT 1, BLOCK 3, DKN-MDN SUBDIVISION	0.0						$0.00
0860-0300-0105	PEACEFUL PIONEER PARTNERS, LP	1008	ENTERPRISE AVE	LOT 1, BLOCK 3, DKN-MDN SUBDIVISION	7.4	7.4					$1,006.40
0200-1000-1100	PATHFINDER PROPERTIES ND1, LLC	867	FRANKLIN ST	LOT 11, BLOCK 10, AMENDED WASHINGTON 2ND ADDITION	3.1		3.1				$545.60
0200-1000-1200	YON, RANDY & BRENDA	887	FRANKLIN ST	LOT 12, BLOCK 10, AMENDED WASHINGTON 2ND ADDITION	19.1	10.7	8.4				$2,933.60
0200-1000-1300	THOMPSON, SCOTT & AMBER DECKER	899	FRANKLIN ST	LOT 13, BLOCK 10, WASHINGTON 3RD ADDITION	34.9	19.5	15.4				$5,362.40
0200-1000-1400	WELLER, ERIC & STACI	905	FRANKLIN ST	LOT 14, BLOCK 10, WASHINGTON 3RD ADDITION	6.9	2.8	4.1	5			$1,147.40
0200-1000-1500	THOMPSON, DALE W. & DARLA J.	917	FRANKLIN ST	LOT 15, BLOCK 10, WASHINGTON 3RD ADDITION	6.8	6.8					$924.80
0200-1000-1600	RUSTAND, LANCE O.	929	FRANKLIN ST	LOT 16, BLOCK 10, WASHINGTON 3RD ADDITION	2.7	2.7					$367.20
0200-1000-1700	HUNCOVSKY, TERRY	939	FRANKLIN ST	LOT 17, BLOCK 10, WASHINGTON 3RD ADDITION	0.0						$0.00
0200-1000-1800	DAVIS, KATHY ANN	951	FRANKLIN ST	LOT 18, BLOCK 10, WASHINGTON 3RD ADDITION	0.0			5			$45.00
0200-1000-1900	RUMMEL, DOUGLAS W.	961	FRANKLIN ST	LOTS 19 & 20, BLOCK 10, WASHINGTON 3RD ADDITION	16.2	5.3	10.9	15			$2,774.20
0200-1000-2100	JOHNSTON, JOHN D.	985	FRANKLIN ST	LOT 21, BLOCK 10, WASHINGTON 3RD ADDITION	4.7	4.7					$639.20
0200-0900-1400	VOLLER, DERYK J. & HEIDI M.	986	FRANKLIN ST	LOT 14, BLOCK 9, WASHINGTON 3RD ADDITION	0.0						$0.00
0200-0900-1300	KREBS, MITCHELL A.	972	FRANKLIN ST	LOT 13, BLOCK 9, WASHINGTON 3RD ADDITION	2.4	2.4		40			$686.40
0200-0900-1200	MOREL, MARLIN N. & DIANE J.	962	FRANKLIN ST	LOT 12, BLOCK 9, WASHINGTON 3RD ADDITION	5.3	5.3		15			$855.80
0200-0900-1100	ANTELOPE CREEK ENTERPRISES, LLP	952	FRANKLIN ST	LOT 11, BLOCK 9, WASHINGTON 3RD ADDITION	1.8	1.8					$244.80
0200-0900-1000	MILLER, JEFFREY W. & LORI L.	940	FRANKLIN ST	LOT 10, BLOCK 9, WASHINGTON 3RD ADDITION	9.1	9.1					$1,237.60
0200-0900-0900	GOETZ, RANDY & SANDRA	930	FRANKLIN ST	LOT 9, BLOCK 9, WASHINGTON 3RD ADDITION	13.2	5.6	7.6	20			$2,279.20
0200-0900-0800	WEGLEITNER, MIRANDA L.	918	FRANKLIN ST	LOT 8, BLOCK 9, WASHINGTON 3RD ADDITION	18.1	5.5	12.6	5			$3,010.60
0200-0900-0700	LEISS, CATHY ET-AL	906	FRANKLIN ST	LOT 7, BLOCK 9, WASHINGTON 3RD ADDITION	14.8	2.4	12.4				$2,508.80
0200-0900-0600	WOLTERS, TRAVIS M.	898	FRANKLIN ST	LOT 6, BLOCK 9, WASHINGTON 3RD ADDITION	10.4	10.4					$1,414.40
0200-0900-0500	BREN, HARVEY A. & BARBARA (LE)	886	FRANKLIN ST	LOT 5, BLOCK 9, AMENDED WASHINGTON 2ND ADDITION	2.5	2.5		5			$385.00
0200-0900-0100	SIM, CHARLES K.	866	FRANKLIN ST	LOT 1, BLOCK 9, AMENDED WASHINGTON 2ND ADDITION	6.4	4.1	2.3				$962.40
0200-1400-1500	CLARK, CARL R. & TERI M.	515	BIGHORN DR	LOT 15, BLOCK 14, WASHINGTON 3RD ADDITION	4.9	4.9		5			$711.40
0200-1400-1400	MURRAY, CHAD	820	BIGHORN DR	LOT 14, BLOCK 14, WASHINGTON 3RD ADDITION	0.0			10			$90.00
0200-1400-1300	JUNG, SHILOH A. & DEIDRA	832	BIGHORN DR	LOT 13, BLOCK 14, WASHINGTON 3RD ADDITION	8.6	2.2	6.4	5			$1,470.60
0200-1400-1200	KRAENZEL, COLTON J.	840	BIGHORN DR	LOT 12, BLOCK 14, WASHINGTON 3RD ADDITION	2.1		2.1	5			$414.60
0200-1400-1100	MOREL, MARISSA K.	848	BIGHORN DR	LOT 11, BLOCK 14, WASHINGTON 3RD ADDITION	2.5	2.5		5			$385.00

DICKINSON 2026 ROAD MAINTENANCE (202601) SID NO. 202601-1 COST PER LOT BY CONCRETE IMPROVEMENTS ADJACENT TO PROPERTY

PARCEL ID	OWNER	HOUSE #	STREET	LEGAL	REMOVAL OF CONCRETE (SY)	CONCRETE SIDEWALK (SY)	CONCRETE DRIVEWAY (SY)	ROUT AND SEAL SIDEWALK OR DRIVEWAY (LF)	RETAINING WALL (LF)	REMOVAL OF BIT. PVMT (SY)	TOTAL ASSESTMENT BY PARCEL
0200-1400-1000	MESSER, NEAL C. ET-AL	857	BIGHORN DR	LOT 10, BLOCK 14, WASHINGTON 3RD ADDITION	2.1	2.1					$285.60
0200-1400-0900	REHUREK, SARA L.	865	BIGHORN DR	LOT 9, BLOCK 14, WASHINGTON 3RD ADDITION	0.0			5			$45.00
0200-1400-0800	QUIGLEY, MARY TERESA	877	BIGHORN DR	LOT 8, BLOCK 14, WASHINGTON 3RD ADDITION	4.9		4.9	5			$907.40
0200-1400-0700	BACHMEIER, RONALD M.	561	BIGHORN DR	LOT 7, BLOCK 14, WASHINGTON 3RD ADDITION	5.2	5.2					$707.20
5060-0000-0200	ARCHULETTA, JESSIE L. & HOLLI	25	KUCHENSKI DR	PART NW1/4, UNPLATTED 10-139-96	8.9		8.9	10			$1,656.40
1450-0100-0101	KOLAR, JESSE & MARIA ALCALDE	105	KUCHENSKI DR	LOT 1A IN LOT 1 PER DOC. 3185104, BLOCK 1, KOLAR ADDITION		82.8					$9,108.00
1450-0100-0100	KOLAR, CURTIS L. & JANEL F.	115	KUCHENSKI DR	LOT 1B IN LOT 1 PER DOC. 3185104, BLOCK 1, KOLAR ADDITION		51.1					$5,621.00
1450-0100-0200	LEAVITT, JEFFREY D. SHERRYANN	151	KUCHENSKI DR	LOT 2 & W1/2 LOT 3, BLOCK 1, KOLAR ADDITION		37.3					$4,103.00
1380-0100-1309	NISKA, ROSS & M. ANGERBRANDT	130	KUCHENSKI DR	15' X 130' LOT 13, ALL LOTS 14-19, 45' LOT 20, BLOCK 1, KUCHENSKI, RIVERVIEW CONDO #2C		8.2					$902.00
1380-0100-1308	KOSTELECKY, BRYAN A. & TWILLA M.	130	KUCHENSKI DR	15' X 130' LOT 13, ALL LOTS 14-19, 45' LOT 20, BLOCK 1, KUCHENSKI, RIVERVIEW CONDO #2B		8.2					$902.00
1380-0100-1307	BLUE SKY PROPERTIES, LLC	130	KUCHENSKI DR	15' X 130' LOT 13, ALL LOTS 14-19, 45' LOT 20, BLOCK 1, KUCHENSKI, RIVERVIEW CONDO #2A		8.2					$902.00
1380-0100-1310	RETTINGER, BERNICE	130	KUCHENSKI DR	15' X 130' LOT 13, ALL LOTS 14-19, N45' LOT 20, BLOCK 1, KUCHENSKI, RIVERVIEW CONDO #2D		8.2					$902.00
1380-0100-1311	TAYLOR, HEATHER	130	KUCHENSKI DR	15' X 130' LOT 13, ALL LOTS 14-19, 45' LOT 20, BLOCK 1, KUCHENSKI, RIVERVIEW CONDO #2E		8.2					$902.00
1380-0100-1312	GREEN, RICHARD J.& MCKENZIE A.	130	KUCHENSKI DR	15' X 130' LOT 13, ALL LOTS 14-19, 45' LOT 20, BLOCK 1, KUCHENSKI, RIVERVIEW CONDO #2F		8.2					$902.00
1380-0100-1303	CAR VENTURES, LLC	104	KUCHENSKI DR	15' X 130' LOT 13, ALL LOTS 14-19, 45' LOT 20, BLOCK 1, KUCHENSKI, RIVERVIEW CONDO #1C	1.2	8.6	2.8			2.4	$1,448.80
1380-0100-1302	ACTION RENTAL PROPERTIES LLC	104	KUCHENSKI DR	15' X 130' LOT 13, ALL LOTS 14-19, 45' LOT 20, BLOCK 1, KUCHENSKI, RIVERVIEW CONDO #1B	1.2	8.6	2.8			2.4	$1,448.80
1380-0100-1301	SHRIVER, AMANDA	104	KUCHENSKI DR	15' X 130' LOT 13, ALL LOTS 14-19, 45' LOT 20, BLOCK 1, KUCHENSKI, RIVERVIEW CONDO #1A	1.2	8.6	2.8			2.4	$1,448.80
1380-0100-1304	JOHNSEN, ROBERT CHARLES	104	KUCHENSKI DR	15' X 130' LOT 13, ALL LOTS 14-19, 45' LOT 20, BLOCK 1, KUCHENSKI, RIVERVIEW CONDO #1D	1.2	8.6	2.8			2.4	$1,448.80
1380-0100-1305	NIELSEN, JOLENE M.	104	KUCHENSKI DR	15' X 130' LOT 13, ALL LOTS 14-19, 45' LOT 20, BLOCK 1, KUCHENSKI, RIVERVIEW CONDO #1E	1.2	8.6	2.8			2.4	$1,448.80
1380-0100-1306	LJM ABODES LLC	104	KUCHENSKI DR	15' X 130' LOT 13, ALL LOTS 14-19, 45' LOT 20, BLOCK 1, KUCHENSKI, RIVERVIEW CONDO #1F	1.2	8.6	2.8			2.4	$1,448.80
1380-0100-2000	SILVER OAK, LLC	90	KUCHENSKI DR	N14' LOT 1, LOT 20 LESS 45' X 80' X 93', BLOCK 1, KUCHENSKI	18.5	9.0	20.5				$4,546.00
1444-0100-0200	THATCHER, JEFFREY	70	KUCHENSKI DR	LOT 2, BLOCK 1, GAFFANEY ADDITION	2.9	37.1	5.7		4		$6,210.10
1444-0100-0100	BADLANDS PROPERTIES LLC	483	KUCHENSKI DR	LOT 1, BLOCK 1, GAFFANEY ADDITION	7.2	96.2	7.2		160		$59,849.20
1450-0100-0300	QUEZADA, JESSENIA	179	KUCHENSKI DR	E1/2 LOT 3, BLOCK 1, KOLAR ADDITION, REPLAT LOT 1, BLOCK 1, KUCHENSKI 2ND	0.0						$0.00
1450-0100-0400	THOENY, OAKLEY	191	KUCHENSKI DR	W1/2 LOT 4, BLOCK 1, KOLAR ADDITION, REPLAT LOT 1, BLOCK 1, KUCHENSKI 2ND	0.0						$0.00
1450-0100-0401	MATTHEIS, THERESA JUDITH	197	KUCHENSKI DR	E1/2 LOT 4, BLOCK 1, KOLAR ADDITION, REPLAT LOT 1, BLOCK 1, KUCHENSKI 2ND	3.2	3.2					$435.20
1450-0100-0500	ENGLE, RYAN & JENNIFER	207	KUCHENSKI DR	LOT 5 PARCEL 1, BLOCK 1, KOLAR ADDITION, REPLAT LOT 1, BLOCK 1, KUCHENSKI 2ND	0.0						$0.00
1450-0100-0501	BURTON, DUSTY ET-AL	219	KUCHENSKI DR	LOT 5 PARCEL 2, BLOCK 1, KOLAR ADDITION, REPLAT LOT 1, BLOCK 1, KUCHENSKI 2ND	0.0						$0.00
1450-0100-0600	WHITWORTH, JENNIFER	225	KUCHENSKI DR	W1/2 LOT 6, BLOCK 1, KOLAR ADDITION, REPLAT LOT 1, BLOCK 1, KUCHENSKI 2ND	0.0						$0.00
1450-0100-0601	CUSTER, SHELBY MAE	231	KUCHENSKI DR	E1/2 LOT 6, BLOCK 1, KOLAR ADDITION, REPLAT LOT 1, BLOCK 1, KUCHENSKI 2ND	0.0			5			$45.00
1450-0100-0700	RAY, BRANDI	237	KUCHENSKI DR	W1/2 LOT 7, BLOCK 1, KOLAR ADDITION, REPLAT LOT 1, BLOCK 1, KUCHENSKI 2ND	0.0			5			$45.00
1450-0100-0701	SEIMS, ERIC	243	KUCHENSKI DR	E1/2 LOT 7, BLOCK 1, KOLAR ADDITION, REPLAT LOT 1, BLOCK 1, KUCHENSKI 2ND	0.0						$0.00
1450-0100-0800	HAMILTON, DIANA	249	KUCHENSKI DR	W1/2 LOT 8, BLOCK 1, KOLAR ADDITION, REPLAT LOT 1, BLOCK 1, KUCHENSKI 2ND	3.1	3.1					$421.60
1450-0100-0801	LOPEZ, REBECCA	257	KUCHENSKI DR	E1/2 LOT 8, BLOCK 1, KOLAR ADDITION, REPLAT LOT 1, BLOCK 1, KUCHENSKI 2ND	0.0						$0.00
1750-0100-0100	KADRMAS, ZANE E. & KATHERINE	301	KUCHENSKI DR	LOTS 1 & 2, BLOCK 1, RIVERSHORE ADDITION, PLUS 0.80 ACRES LOT 9, BLOCK 1, KOLAR ADDITION	1.4	2.5	1.4	5			$558.97
1750-0100-0300	WEIGEL, IGGY	363	KUCHENSKI DR	LOTS 3-5, BLOCK 1, RIVERSHORE ADDITION		90.5		5			$10,000.00
1390-0100-2300	CHAPARRAL CONSTRUCTION, INC.		KUCHENSKI DR	LOT 11A IN LOTS 23-26 PER DOC. NO. 3182032, BLOCK 1, KUCHENSKI REPLAT		53.5					$5,885.00
1390-0100-2000	MADLER, BETTE (LE)	366	KUCHENSKI DR	LOT 20, BLOCK 1, KUCHENSKI REPLAT		2.1					$231.00
1390-0100-2100	MILLER, BEVERLY M.	360	KUCHENSKI DR	LOT 21, BLOCK 1, KUCHENSKI REPLAT							$0.00
1390-0100-2200	ANDERSON, MATTHEW	352	KUCHENSKI DR	LOT 22, BLOCK 1, KUCHENSKI REPLAT	0.0			20			$180.00
1390-0100-3000	N. & B. MESSER INVEST PROP, LLLP	264	KUCHENSKI DR	LOT 30, BLOCK 1, KUCHENSKI REPLAT	10.2		10.2	20			$1,967.38
1390-0100-3100	SORTOR, DONALD	256	KUCHENSKI DR	LOT 31, BLOCK 1, KUCHENSKI REPLAT	5.3	3.0	5.3				$1,264.17
1380-0100-1325	ACTION RENTAL PROPERTIES LLC	232	KUCHENSKI DR	15' X 130' LOT 13, ALL LOTS 14-19, 45' LOT 20, BLOCK 1, KUCHENSKI, RIVERVIEW CONDO #5A	0.4	9.1					$1,011.40
1380-0100-1326	ACTION RENTAL PROPERTIES LLC	232	KUCHENSKI DR	15' X 130' LOT 13, ALL LOTS 14-19, 45' LOT 20, BLOCK 1, KUCHENSKI, RIVERVIEW CONDO #5B	0.4	9.1					$1,011.40
1380-0100-1327	ACTION RENTAL PROPERTIES LLC	232	KUCHENSKI DR	15' X 130' LOT 13, ALL LOTS 14-19, 45' LOT 20, BLOCK 1, KUCHENSKI, RIVERVIEW CONDO #5C	0.4	9.1					$1,011.40
1380-0100-1328	ACTION RENTAL PROPERTIES LLC	232	KUCHENSKI DR	15' X 130' LOT 13, ALL LOTS 14-19, 45' LOT 20, BLOCK 1, KUCHENSKI, RIVERVIEW CONDO #5D	0.4	9.1					$1,011.40
1380-0100-1329	ACTION RENTAL PROPERTIES LLC	232	KUCHENSKI DR	15' X 130' LOT 13, ALL LOTS 14-19, 45' LOT 20, BLOCK 1, KUCHENSKI, RIVERVIEW CONDO #5E	0.4	9.1					$1,011.40
1380-0100-1330	KOSTELECKY, BRYAN A. & TWILLA M.	232	KUCHENSKI DR	15' X 130' LOT 13, ALL LOTS 14-19, 45' LOT 20, BLOCK 1, KUCHENSKI, RIVERVIEW CONDO #5F	0.4	9.1					$1,011.40
1380-0100-1319	ACTION RENTAL PROPERTIES LLC	206	KUCHENSKI DR	15' X 130' LOT 13, ALL LOTS 14-19, 45' LOT 20, BLOCK 1, KUCHENSKI, RIVERVIEW CONDO #4A	0.3	9.8	1.9			1.9	$1,411.65
1380-0100-1320	ACTION RENTAL PROPERTIES LLC	206	KUCHENSKI DR	15' X 130' LOT 13, ALL LOTS 14-19, 45' LOT 20, BLOCK 1, KUCHENSKI, RIVERVIEW CONDO #4B	0.3	9.8	1.9			1.9	$1,411.65
1380-0100-1321	MATHEWS REAL EST. & RENT. LLC	206	KUCHENSKI DR	15' X 130' LOT 13, ALL LOTS 14-19, 45' LOT 20, BLOCK 1, KUCHENSKI, RIVERVIEW CONDO #4C	0.3	9.8	1.9			1.9	$1,411.65
1380-0100-1322	MATHEWS REAL EST. & RENT. LLC	206	KUCHENSKI DR	15' X 130' LOT 13, ALL LOTS 14-19, 45' LOT 20, BLOCK 1, KUCHENSKI, RIVERVIEW CONDO #4D	0.3	9.8	1.9			1.9	$1,411.65
1380-0100-1323	FREEMAN, LANCE	206	KUCHENSKI DR	15' X 130' LOT 13, ALL LOTS 14-19, 45' LOT 20, BLOCK 1, KUCHENSKI, RIVERVIEW CONDO #4E	0.3	9.8	1.9			1.9	$1,411.65
1380-0100-1324	KASPER, JAMES R. & CAROL	206	KUCHENSKI DR	15' X 130' LOT 13, ALL LOTS 14-19, 45' LOT 20, BLOCK 1, KUCHENSKI, RIVERVIEW CONDO #4F	0.3	9.8	1.9			1.9	$1,411.65
1380-0100-1313	PORTER WILK PROPERTIES LLC	162	KUCHENSKI DR	15' X 130' LOT 13, ALL LOTS 14-19, 45' LOT 20, BLOCK 1, KUCHENSKI, RIVERVIEW CONDO #3A		11.2	0.5			0.5	$1,317.75
1380-0100-1314	TRANSTROM, MARDELL R., TRUSTEE	162	KUCHENSKI DR	15' X 130' LOT 13, ALL LOTS 14-19, 45' LOT 20, BLOCK 1, KUCHENSKI, RIVERVIEW CONDO #3B		11.2	0.5			0.5	$1,317.75
1380-0100-1315	KOSTELECKY, BRYAN A. & TWILLA M.	162	KUCHENSKI DR	15' X 130' LOT 13, ALL LOTS 14-19, 45' LOT 20, BLOCK 1, KUCHENSKI, RIVERVIEW CONDO #3C		11.2	0.5			0.5	$1,317.75

DICKINSON 2026 ROAD MAINTENANCE (202601) SID NO. 202601-1 COST PER LOT BY CONCRETE IMPROVEMENTS ADJACENT TO PROPERTY

PARCEL ID	OWNER	HOUSE #	STREET	LEGAL	REMOVAL OF CONCRETE (SY)	CONCRETE SIDEWALK (SY)	CONCRETE DRIVEWAY (SY)	ROUT AND SEAL SIDEWALK OR DRIVEWAY (LF)	RETAINING WALL (LF)	REMOVAL OF BIT. PVMT (SY)	TOTAL ASSESTMENT BY PARCEL
1380-0100-1316	CAR VENTURES, LLC	162	KUCHENSKI DR	15' X 130' LOT 13, ALL LOTS 14-19, 45' LOT 20, BLOCK 1, KUCHENSKI, RIVERVIEW CONDO #3D		11.2	0.5			0.5	$1,317.75
1380-0100-1317	ENEBO, DAVID G.	162	KUCHENSKI DR	15' X 130' LOT 13, ALL LOTS 14-19, 45' LOT 20, BLOCK 1, KUCHENSKI, RIVERVIEW CONDO #3E		11.2	0.5			0.5	$1,317.75
1380-0100-1318	CAR VENTURES, LLC	162	KUCHENSKI DR	15' X 130' LOT 13, ALL LOTS 14-19, 45' LOT 20, BLOCK 1, KUCHENSKI, RIVERVIEW CONDO #3F		11.2	0.5			0.5	$1,317.75
1380-0100-0200	YELLOWFIN PARTNERS III, LLC	103	KUCHENSKI PI	LOT 1 LESS N14', LOTS 2 & 3, BLOCK 1, KUCHENSKI	0.0			5			$45.00
1380-0100-0400	JC REAL ESTATE, LLC	145/153	KUCHENSKI PI	LOT 4, BLOCK 1, KUCHENSKI	0.0						$0.00
1380-0100-0500	ACKERMAN, EDWARD & MARCELLA LIFE EST	167	KUCHENSKI PI	LOT 5, BLOCK 1, KUCHENSKI		23.5					$2,585.00
1390-0100-0100	TORRES, RYENN N.	183	KUCHENSKI PI	LOT 1, BLOCK 1, KUCHENSKI REPLAT		8.3					$913.00
1390-0100-0200	AUS, JOAN O.	187	KUCHENSKI PI	LOT 2, BLOCK 1, KUCHENSKI REPLAT		8.3					$913.00
1390-0100-0300	JOHNSON, JANA	191	KUCHENSKI PI	LOT 3, BLOCK 1, KUCHENSKI REPLAT		8.3					$913.00
1390-0100-0400	STARK COUNTY		KUCHENSKI PI	LOT 4, BLOCK 1, KUCHENSKI REPLAT		25.1					$2,761.00
1390-0100-0500	STARK COUNTY	199	KUCHENSKI PI	LOT 5, BLOCK 1, KUCHENSKI REPLAT							$0.00
1390-0100-0600	BURRUSS, ERIC A.	215	KUCHENSKI PI	LOT 6, BLOCK 1, KUCHENSKI REPLAT		13.1					$1,441.00
1390-0100-0700	MERRITT, DEVIN & SONIA	211	KUCHENSKI PI	LOT 7, BLOCK 1, KUCHENSKI REPLAT		13.1					$1,441.00
1390-0100-0800	MESSER, NEAL C. & STEVEN L. SCHWAB	207	KUCHENSKI PI	LOT 8, BLOCK 1, KUCHENSKI REPLAT		13.1					$1,441.00
1390-0100-0900	MESSER, NEAL C. & STEVEN L. SCHWAB	203	KUCHENSKI PI	LOT 9, BLOCK 1, KUCHENSKI REPLAT		13.1					$1,441.00
				TOTALS	2947.1	2621.5	1384.9	844.0	164.0	36.6	$630,309.16

SHADED ENTRIES DENOTE PROPERTIES WITH SHARED COST CONTRIBUTIONS

CITY OF Dickinson North Dakota | ENGINEERING

Memorandum

Date: 10/31/2024
Author: Josh Skluzacek

RE: Concrete Repair and Removal Standard Operating Procedure for Projects

Remarks

The following guidelines are used for determining concrete replacements in projects where concrete improvements are assessed back to the adjacent landowner. Concrete meeting any of the following conditions is to be marked for replacement. These standards are intended to follow ASTM D6433 when determining the types and severity of distresses

- Distress Types Requiring Replacement
  - Cracking
    - Uncontrolled cracks that have separated by more than 0.25-inchs or have a horizontal offset of greater than 0.5-inches. Additionally, cracks that are starting to experience chipping along the length of the cracks.
    - Concrete has multiple cracks, including a single longitudinal separating crack.
    - A minimum of 2 five-foot-long panels may left in place between panels that are designated for removal
    - A route and seal of all cracks being less than defined above shall be utilized. Five or more cracks in a single segment of curb and gutter is to be replaced. Three or more cracks in a single panel of sidewalk is to be replaced.
  - Spalling and Pop-outs
    - Concrete with 25% or more spalling/scaling.
    - Pop-outs that cover more than 25% of the surface and result in an uneven surface or are extremely unsightly.
    - Spalling and pop-outs greater than 0.25-inches deep and 9-square inches or more shall be repaired. No vertical face spall repairs are allowed.
    - If the spalling and pop-out depth is great than 1/3 of the concrete thickness, the concrete shall be replaced and not repaired.
  - Damaged (Blow up, Corner Break, Divided Slab, Faulting)
    - Damaged concrete that has any deficiencies listed above shall be removed.
    - Use engineering judgement to determine if curb and gutter with minor snowplow damage without drainage concerns may be left in place. In general

curb and gutter having a “snow plow chip greater than .5” deep or over 18 square inches in area shall be replaced.

- ADA Compliance
    - Sidewalk panels with greater than 0.25-inch vertical edge is considered a tripping hazard; typically, the panel that has settled is replaced.
    - If pedestrian ramp is not present at an intersection, ADA ramps shall be installed. Two sidewalk panels are typically removed for the ramp on a relatively flat grade. Use engineering judgment and follow ADA guidelines in areas with steep grades.
    - If pedestrian ramps are present, ramps are left in place if in good condition and do not otherwise warrant replacement.
    - If the sidewalk or driveway has more than a 2% cross slope section should be replaced. This may not be economically possible or require going off the Right of Way. Use judgement to validity.
- Drainage Issues
    - Concrete that is settled and holding water or causing a lack of drainage flow on the pavement.
    - Curb and gutter radii where new valley gutters are proposed.
    - Sidewalk and curb & gutter where trench drains are required.
    - Concrete that has had elevations impacted by tree roots.
- Designed Changes to Curb and Gutter
    - If there is a grade change required to provide positive drainage or improve a vertical or horizontal curve, these changes are not to be special assessed to the property owners.

Note: In some instances, there may be longer stretches of concrete replacement with one sidewalk panel or curb section that is questionable. In these cases, use engineering judgement to determine if the entire length should be replaced. i.e. saving segments of 5-feet or less should be considered from a constructability standpoint.

CITY OF Dickinson North Dakota

ENGINEERING MEMORANDUM

January 15, 2026

RE: January 20th City Commission Meeting

2026 ROAD MAINTENANCE PROJECT SID PROTEST DETERMINATION – 202601-1

For your consideration is a resolution to determine the protests for the 2026 Road Maintenance project (City Project Number 202601) Special Improvement District (SID) number 202601-1. The resolution to establish the SID was approved at the December 16, 2025 City Commission meeting. The SID and paving portion of the project will be paid for with the road maintenance project funds which are included in the 2026 capital improvement project budget. The interest rate is proposed to be 4.1% which was the average daily 10-year Treasury Yield interest rate for the month of September 2025.

The protest period for the project, as required by North Dakota Century Code, ended at 8:00 AM Mountain Time on Tuesday January 20, 2026. A total number and overall percental of the protests are provided below. These protests did not meet the statutory requirement to bar the City of Dickinson from proceeding with the special improvement project.

- Total Area of Protests = 0.86 Acres
- Total Area in the SID = 98.72 Acres
- Area Percentage = 0.87%
- Total Number of Protests = 4
- Total Properties in the SID = 400
- Properties Percentage = 1.00%

The project benefits are listed below:

- The streets, curb and gutter, and sidewalks need repairs. Several of the sidewalks are not ADA compliant. These improvements will ensure safe pedestrian walkability and access throughout the neighborhood. The street improvements will extend the life expectancy of the roadways and will reduce maintenance costs for the City of Dickinson. Further explanation of the benefits of the project are noted in the PER.

Construction for this project is scheduled for the summer of 2026, with the bid opening anticipated for February 2026. The preliminary opinion of construction cost for the street improvement portion of the project that will be included in the Special Improvement District is $630,309.16 as specified in the PER vs. the total project cost estimate for this scope of work being $4.25 million. The assessment amount for each property will be included in property taxes and paid back over 10 years at an interest rate of 4.1%. Those who pay their assessments in full by October 1, 2027, will not be charged interest or penalties.

If this resolution is approved by the City Commission, engineering staff will proceed with finalizing the project plans and specification, and the project will be put out to bid.

The City Engineering staff recommends approval.

RESOLUTION NO. – 2026

A RESOLUTION DETERMINING WRITTEN PROTESTS TO THE 2026 UTILITY & STREET IMPROVEMENT PROJECT SPECIAL IMPROVEMENT DISTRICT NO. 202601-1 DIRECTING THE FILING OF AN ENGINEER'S REPORT REGARDING THE SAME, AND DECLARING THAT IT IS NECESSARY TO MAKE THE IMPROVEMENTS DESCRIBED THEREIN.

WHEREAS, on the 16th day of December, 2025, the Board of City Commissioners of the City of Dickinson adopted Resolution No. 58-2025, creating the 2026 Road Maintenance Project Special Improvement District No. 202601-1; and

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

1. The City of Dickinson hereby creates the 2026 Road Maintenance Project Special Improvement District No. 202601-1. Such special assessment improvement district shall include the following:

7.19 ACRES LOT 2 PLUS 1900 SF, AUDITOR'S PLAT #2
LOTS 1, 12-13 & 23-24, BLOCK 1, HILLIARD & MANNING 2ND ADDITION, SUBDIVISION LOTS 1 & 2
LOT 11, BLOCK 1, DKN-MDN SUBDIVISION
BLOCK 2, DKN-MDN SUBDIVISION
LOT 1, BLOCK 3, DKN-MDN SUBDIVISION
LOTS 7-21, BLOCK 1, WASHINGTON ADDITION
LOTS 1-24, BLOCK 2, WASHINGTON ADDITION
LOTS 1-12, BLOCK 6, WASHINGTON ADDITION
LOTS 1-6, BLOCK 7, WASHINGTON ADDITION
VACATED PORTION OF CHERRY AVENUE LOCATED BESIDE LOT 1, BLOCK 7, WASHINGTON ADDITION
LOTS 14-28, BLOCK 5, AMENDED WASHINGTON 2ND ADDITION
LOTS 13-24, BLOCK 6, AMENDED WASHINGTON 2ND ADDITION
LOTS 7-11, BLOCK 7, AMENDED WASHINGTON 2ND ADDITION
LOTS 1-11, BLOCK 8, AMENDED WASHINGTON 2ND ADDITION
LOTS 1-3 & 5, BLOCK 9, AMENDED WASHINGTON 2ND ADDITION
LOTS 1-12, BLOCK 10, AMENDED WASHINGTON 2ND ADDITION
LOTS 12-16, BLOCK 7, WASHINGTON 3RD ADDITION
LOTS 12-25, BLOCK 8, WASHINGTON 3RD ADDITION
LOTS 6-14, BLOCK 9, WASHINGTON 3RD ADDITION
LOTS 13-21, BLOCK 10, WASHINGTON 3RD ADDITION
LOTS 9-20, BLOCK 11, WASHINGTON 3RD ADDITION
LOTS 1-23, BLOCK 12, WASHINGTON 3RD ADDITION
LOTS 1-9 & 19, BLOCK 13, WASHINGTON 3RD ADDITION
LOTS 1, 7-15, BLOCK 14, WASHINGTON 3RD ADDITION
LOTS 1-2 & 8-12, BLOCK 15, WASHINGTON 3RD ADDITION
LOTS 1-6, BLOCK 1, PLEASANT VALLEY SUBDIVISION
LOTS 1-11, BLOCK 2, PLEASANT VALLEY SUBDIVISION
LOTS 1-7, BLOCK 3, PLEASANT VALLEY SUBDIVISION
LOTS 1-13, BLOCK 4, PLEASANT VALLEY SUBDIVISION
E50' S140' BLOCK C, MESSERSMITH & SIMPSON 2ND ADDITION REPLAT
S185' N270' E125' BLOCK C, MESSERSMITH & SIMPSON 2ND ADDITION
N85' E125' BLOCK C, MESSERSMITH & SIMPSON 2ND ADDITION
TRACTS 1-12, BLOCK D, MESSERSMITH & SIMPSON 2ND ADDITION
S150' W50' & S152' E50' W100' BLOCK D, MESSERSMITH & SIMPSON 2ND ADDITION
W50' N192' BLOCK E, MESSERSMITH & SIMPSON 2ND ADDITION, SUBDIVISION BLOCK E
LOTS 14-15, BLOCK E, MESSERSMITH & SIMPSON 2ND ADDITION, SUBDIVISION BLOCK E
LOTS 1-3, 11-16 PLUS VACATED ALLEY, BLOCK F, MESSERSMITH & SIMPSON 2ND

ADDITION, SUBDIVISION BLOCK F
LOT 1-3, DEFFERT & FISHER SUBDIVISION OF BLOCK I MESSERSMITH & SIMPSON 2ND ADDITION,
W169.2' N200' BLOCK J, MESSERSMITH & SIMPSON 2ND ADDITION
BLOCK J, MESSERSMITH & SIMPSON 2ND ADDITION
W5' LOT 9, ALL LOT 10, 21-22, BLOCK K, MESSERSMITH & SIMPSON 2ND ADDITION, SUBDIVISION BLOCK K
LOTS 16-19 PLUS VAC. ALLEY ON S. PROPERTY LINE LOT 16 & 19, LESS 1992 SF LOT 19 (BRIDGE EASEMENT) PLUS VAC. ALLEY ON E & N PROPERTY LINE OF LOT 16, BLOCK K, MESSERSMITH & SIMPSON 2ND ADDITION, SUBDIV BLOCK K
LOTS 1-5, 6, 8-10, 22, BLOCK L, MESSERSMITH & SIMPSON 2ND ADDITION, SUBDIVISION BLOCK L
PART NW1/4, UNPLATTED 10-139-96
LOTS 1A & 1B IN LOT 1 PER DOC. 3185104, BLOCK 1, KOLAR ADDITION
LOTS 2-3, BLOCK 1, KOLAR ADDITION
LOTS 1 & 2, BLOCK 1, RIVERSHORE ADDITION, PLUS 0.80 ACRES LOT 9, BLOCK 1, KOLAR ADDITION
LOTS 3-5, BLOCK 1, RIVERSHORE ADDITION
LOTS 1-5, 13-20, BLOCK 1, KUCHENSKI ADDITION
LOTS 3-8, BLOCK 1, KOLAR ADDITION, REPLAT LOT 1, BLOCK 1, KUCHENSKI 2ND
LOT 11A IN LOTS 23-26 PER DOC. NO. 3182032, BLOCK 1, KUCHENSKI REPLAT
LOTS 1-9, 20-23, & 30-31, BLOCK 1, KUCHENSKI REPLAT
LOTS 13-20, BLOCK 1, KUCHENSKI, RIVERVIEW CONDO #3A-F, 4A-F, & 5A-F
LOTS 1-2, BLOCK 1, GAFFANEY ADDITION

2. Pursuant to N.D.C.C. § 40-22-19, the Board of City Commissioners hereby directs the advertisement of bids for the 2026 Utility & Street Improvement Project.

3. Pursuant to NDCC 40-22-10, the Board of City Commissioners hereby directed its municipal engineering consultant to prepare a report as to the general nature, purpose, and feasibility of the proposed improvement and an estimate of the probable cost of the improvement, including: (1) a separate statement of the estimated cost of the work for which proposals must be advertised under NDCC Section 40-22-19; and (2) a separate statement of all other items of estimated cost not included under subsection (1) which are anticipated to be included in the cost of the improvement under NDCC Sections 40-23-05 and 40-23.1-04. Such engineer's report has been received by the City and is hereby approved.

4. Pursuant to N.D.C.C. § 40-22-09 and 40-22-16, the Board of City Commissioners also hereby finds that total of the present and likely future benefits of the project exceed the total cost of the project. The portion of the benefits of the project received by the City and the general public at large is 85% and the portion that specifically benefits the property in the district is 15%.

5. Pursuant to N.D.C.C. § 40-22-18, the City of Dickinson received 4 protests for a total of 0.87% of the total area within the special improvement district being protested.

6. Pursuant to N.D.C.C. § 40-22-19, the Board of City Commissioners also hereby finds the proposed assessments for each lot and parcel are necessary to pay that parcel's just proportion of the total cost of such work, finding that such proposed assessments do not exceed the benefits to each lot, and recommending said assessments to the City Commission for approval.

7. The Board of City Commissioners hereby declares that it is necessary to make the improvements described in the engineer's report. The engineer's report and a map of the City showing the proposed improvement district is attached hereto and incorporated herein by reference.

8. The Board of City Commissioners hereby declares the interest rate for this proposed improvement district to be 4.1%, and the term of payment for the proposed improvement district to be 10 years.

Dated this ____ day of January, 2026.

_____
Scott Decker, President
Board of City Commissioners

ATTEST:

_____
Dustin Dassinger
Dickinson City Administrator

CITY OF Dickinson North Dakota

ENGINEERING MEMORANDUM

January 15, 2026

RE: January 20th City Commission Meeting

2026 UTILITY & STREET IMPROVEMENT PROJECT SID PROTEST DETERMINATION – 202605-1

For your consideration is a resolution to determine the protests for the 2026 Utility and Street Improvement project (City Project Number 202605) Special Improvement District (SID) number 202605-1. The resolution to establish the SID was approved at the December 16, 2025 City Commission meeting. The SID, watermain replacement, and paving portion of the project will be paid for with several different funds which are included in the 2026 capital improvement project budget. The interest rate is proposed to be 4.1% which was the average daily 10-year Treasury Yield interest rate for the month of September 2025.

The protest period for the project, as required by North Dakota Century Code, ended at 8:00 AM Mountain Time on Tuesday January 20, 2026. A total number and overall percental of the protests are provided below. These protests did not meet the statutory requirement to bar the City of Dickinson from proceeding with the special improvement project.

- Total Area of Protests = 0.00 Acres
- Total Area in the SID = 67.25 Acres
- Area Percentage = 0.00%
- Total Number of Protests = 0
- Total Properties in the SID = 129
- Properties Percentage = 0.0%

The project benefits are listed below:

- The streets, curb and gutter, and sidewalks need repairs. Several of the sidewalks are not ADA compliant. These improvements will ensure safe pedestrian walkability and access throughout the neighborhood. The street improvements will extend the life expectancy of the roadways and will reduce maintenance costs for the City of Dickinson. Further explanation of the benefits of the project are noted in the PER.
- Approximately 11 blocks of watermains are 6-inch cast iron and one block is 6-inch asbestos concrete watermain. These mains are the most frequent material to break. The mains are often corroded, filled with mineral deposits, cause water color issues, and lack sufficient flow to meet fire flow requirements.
- There are multiple lead services lines that will be replaced from the watermain all the way to the meter in the building and will be paid for 100% by the City of Dickinson. The lead service lines replacements will ensure safe drinking water.

Construction for this project is scheduled for the summer of 2026, with the bid opening anticipated for February 2026. The preliminary opinion of construction cost for the street improvement portion of the

project that will be included in the Special Improvement District is $1,115,467.00 as specified in the PER vs. the total project cost estimate for this scope of work being $9.11 million. The assessment amount for each property will be included in property taxes and paid back over 10 years at an interest rate of 4.1%. Those who pay their assessments in full by October 1, 2027, will not be charged interest or penalties.

If this resolution is approved by the City Commission, engineering staff will proceed with finalizing the project plans and specification, and the project will be put out to bid.

The City Engineering staff recommends approval.

Apex Engineering Group

Water | Transportation| Municipal | Facilities

Preliminary Engineering Report

2026 Utility & Street Improvement Project

Special Improvement Districts No. 202605-01 & 202605-02

CITY OF Dickinson North Dakota

Apex Engineering Group

Water | Transportation| Municipal | Facilities

Preliminary Engineering Report

2026 Utility and Street Improvement Project

Special Improvement Districts 202605-01 & 202605-02

City of Dickinson Project No. CIP 202605
Apex Project Number 22.107.0010

Certification

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of North Dakota.

REGISTERED PROFESSIONAL ENGINEER
SCOTT M SCHNEIDER
PE-5347
DATE 11-24-2025
NORTH DAKOTA

Signature

Scott M. Schneider
Typed or Printed Name

Date

PE-5347
License Number

November 2025
Apex Engineering Group, Inc.
204 Sims St. – Suite 201
Dickinson, ND 58601

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APPENDIX C.2 - SID NO. 202605-02 DISTRICT MAP, PLAN DRAWINGS AND ASSESSMENT TABLE

1.01 PROJECT BACKGROUND

This Special Improvement Districts (SID) 202605-01 and 202605-02 are proposed to be constructed as part of the 2026 Utility and Street Improvement Project identified as City of Dickinson Project Number 202605. The project is included in the City's 2026 budget.

1.02 PROPOSED PROJECT IMPROVEMENTS AND PROJECT LIMITS

The 2026 Improvement Project will be constructed on the following streets:

- SE Area (202605-01)
  - 1st Street SE – South Main to 5th Avenue SE
  - 2nd Street SE – 2nd Avenue SE to 150 Feet East of 5th Avenue SE
  - 1st Avenue SE – East Broadway to 2nd Street SE
  - 2nd Avenue SE – East Broadway to 2nd Street SE
  - 3rd Avenue SE – East Broadway to 2nd Street SE
  - 4th Avenue SE – East Broadway to Alley South of 2nd Street SE
  - 5th Avenue SE – East Broadway to 2nd Street SE
- NE Area (202605-02)
  - 3rd Avenue E – 2nd Street E to 7th Street E
  - 4th Street E – 3rd Avenue E to 4th Avenue E

In summary, the project will include watermain replacements in areas where existing pipes are Asbestos Cement or Cast Iron, along with lead service line replacements to improve water quality and system reliability. Sewer spot repairs will be completed to address localized defects and prepare the system for future sewer relining by the city. In addition, the project will include concrete improvements such as curb and gutter, sidewalk, and ADA-compliant ramps, as well as an asphalt mill and overlay or full pavement reconstructs to the roadway surface. Together, these upgrades will enhance utility performance, extend infrastructure life, and improve safety and accessibility for residents.

1.03 PROJECT JUSTIFICATION

The proposed SID will replace deteriorating driveways and sidewalks as well as correct deficiencies on pedestrian facilities where practical. The street maintenance portion of the project will correct poor drainage along curb and gutter sections that have settled and deteriorated and upgrade pavement conditions.

Creating the SID is in accordance with the City's Special Assessment Policy (see Appendix A). The policy was approved (Resolution 39-2019) by the City Commission on December 17, 2019. The Policy gives the City authority to assess for constructing sidewalks, curb and gutter, and driveway aprons in conjunction with street maintenance projects. The city has opted only to use a SID for sidewalk and driveway repairs and replacement. The costs associated with repair and replacement of curb, gutter and accessibility ramps will be funded under the pavement maintenance budget.

1.03.1 WATER SYSTEM IMPROVEMENTS

Publicly operated water systems provide numerous advantages for urban communities. A municipal water treatment and distribution network ensures a consistent and reliable supply of

potable water for residential, commercial, and industrial users, supporting the diverse needs of the population. Because the system is centrally maintained by the City, inspections, repairs, and necessary upgrades are routinely performed to protect water quality and reduce the financial and maintenance burden on individual property owners. These systems are also designed to meet fluctuating demand and accommodate future growth, enhancing public health, fire protection, and overall community resilience. As a result, municipal water infrastructure contributes to higher property values and supports long-term economic development by ensuring dependable access to clean water.

In contrast, individual wells are generally impractical in urban settings. They require substantial space, offer variable water quality and quantity based on groundwater conditions, and often need additional filtration to meet drinking water standards. All testing, maintenance, and repair responsibilities fall to the property owner, including pump maintenance and potential system failures. Over a 25-year period, owning and maintaining a well system can cost anywhere from $30,000 to $100,000 or more, depending on site conditions and required repairs. While individual wells can serve as a cost benchmark, they are not a viable alternative within city limits.

A failed water main system can also cause extensive property damage, including structural impacts and loss of personal belongings. It is important to note that the water distribution improvements within the Special Improvement District are **not** being assessed to property owners, further increasing the value and overall benefit to those who receive service from the upgraded municipal system

1.03.2 ROADWAY PAVING AND INCIDENTAL IMPROVEMENTS

Roadway pavement is critical for maintaining safe and efficient transportation within urban communities. A properly maintained paved road network enhances both vehicle and pedestrian safety by providing a smooth, reliable surface that minimizes accidents and reduces vehicle wear associated with uneven or unpaved roads. Paved streets also support better traffic flow, lowering congestion and travel time for residents and businesses and contributing to a higher overall quality of life. In addition, paved roads are more durable and resilient to weather, preventing issues such as erosion, dust, and water pooling that commonly degrade unpaved surfaces and lead to frequent, costly repairs.

Although unpaved roads may have lower initial installation costs, they are not practical in urban settings due to their high long-term maintenance needs, vulnerability to weather, and inability to withstand heavy traffic. These roads require constant grading, deteriorate quickly in adverse conditions, and generate dust, erosion, and potholes—factors that increase maintenance costs and negatively affect vehicle condition, property values, and public safety. Unpaved roads also do not meet International Fire Code requirements in urban areas, making them an unsuitable alternative. While not viable within city limits, they provide a baseline comparison for evaluating the costs and benefits of paved roadway improvements in urban improvement districts.

Unpaved roads require significant ongoing maintenance to keep them functional. Over a 25-year period, the costs of maintaining an unpaved roadway include regular grading, dust control, erosion management, and resurfacing. Below is a breakdown of key expenses:

- Initial Installation Costs
- Routine Maintenance
    - Grading
    - Dust Control
    - Resurfacing
- Vehicle Damage and Safety Implications
- Additional costs to consider are related to delay time to the average use

The capital costs of a typical local roadway system is between $4,500,000 and $5,500,000 per mile.

Pavement preservation is a proactive approach that involves a series of low-cost, preventative maintenance treatments aimed at protecting our roadway network, extending pavement life, and meeting the needs of our citizens. While no pavement lasts forever, the timely application of these treatments can significantly extend the lifespan of the pavement, resulting in substantial cost savings.

The following pavement rehabilitation strategy is from the City of Dickinson's *2023 Pavement Management Report (MDS Technologies, Inc., February 1, 2024):*

> ***8 Rehabilitation Programs and Budget Analysis***
>
> *Effective management of a pavement network involves understanding how pavements deteriorate over time and applying appropriate maintenance and rehabilitation treatments at critical times in the life of a pavement to minimize the long term cost of maintaining the network at a desirable condition level. The concept of pavement management is illustrated in Figure 4 below.*

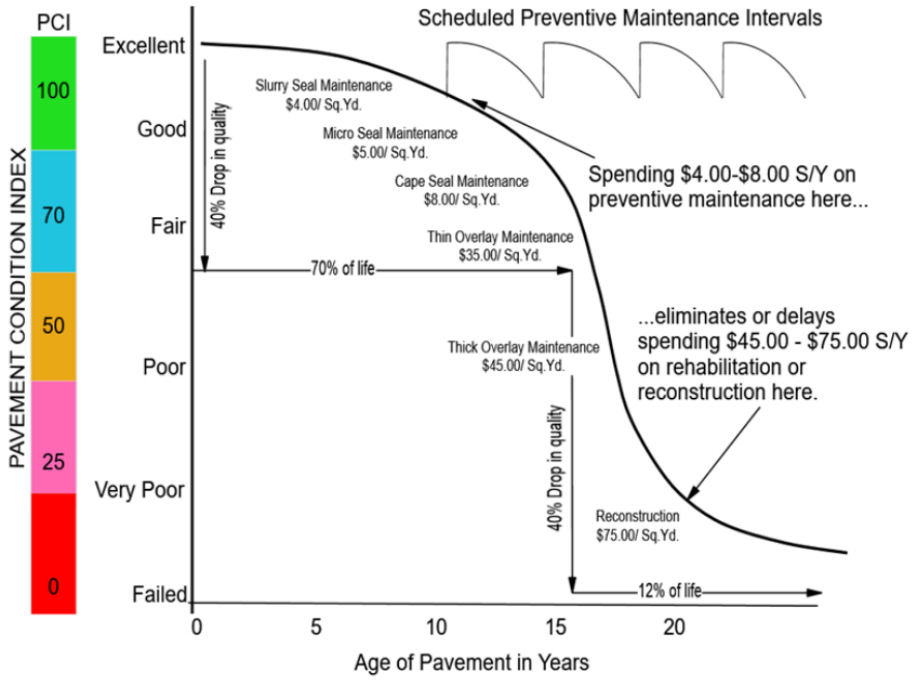


Figure 4: Pavement Management Concept and Effect of Timely Maintenance

Figure 4 shows that pavements typically do not deteriorate linearly. A pavement may experience only a 40 percent drop in quality over the first 70 percent of its life. During this time the life of a pavement may be extended significantly through the periodic application of relatively low cost maintenance treatments. This is represented by the "shark-fin" shaped curve in the upper-right of the figure.

A failed roadway system not only results in costly public repairs but also creates indirect expenses for road users, including increased vehicle wear, higher fuel consumption, and more frequent maintenance needs. Timely pavement preservation projects help maintain smoother, more reliable surfaces, reducing these additional costs for adjacent landowners. While the pavement within the Special Improvement District existed prior to this project, improvements are necessary due to required water system upgrades and significant deterioration of the existing roadway. Importantly, the asphalt surface costs within the Special Improvement District are **not** being assessed to property owners, further enhancing the overall benefit to those within the district. Per City of Dickinson policy, the only roadway-related assessment applied to landowners in special improvement districts is for sidewalk and curb-and-gutter maintenance; however curb and gutter maintenance is **not** being assessed. Historically, this portion of work in the City's Road Maintenance projects has accounted for approximately 15% to 40% of the total project cost within special improvement districts

1.03.3 SANITARY SEWER IMPROVEMENTS

The project will include targeted sewer main spot repairs to address isolated sections of deteriorated or damaged sewer pipe within the project area. These repairs are necessary to prevent blockages, reduce inflow and infiltration, and ensure reliable sewer service for nearby residents. Completing these spot repairs will help stabilize the system and extend the life of the existing infrastructure, allowing the city to efficiently plan for future comprehensive sewer relining. By addressing the most critical issues in advance, the City can minimize disruptions, improve service performance, and ultimately reduce long-term maintenance costs for the community.

1.04 SCHEDULE AND OPINION OF COST

Construction is scheduled for summer of 2026, with the bid opening anticipated for February 2026. The preliminary opinion of construction cost for the utility and street improvement portion of the project that will be included in the Special Improvement District is shown in Appendix B while specific parcel assessments for the SID are shown in Appendices C.1 and C.2.

1.05 SID MAPS AND ESTIMATED SPECIAL ASSESSMENTS

The proposed SID boundary for each district is shown in Appendices C.1 and C.2, along with detailed information for each district. Appendices C.1 and C.2 include an overall layout identifying the related subdivisions and adjacent streets, as well as preliminary plan-view drawings illustrating the proposed improvements for each parcel based on field observations or anticipated areas of utility improvements. Preliminary SID assessment tables summarizing the improvements and estimated costs for each parcel are also provided in Appendices C.1 and C.2.

APPENDIX A

CITY OF DICKINSON SPECIAL ASSESSMENT POLICY

RESOLUTION NO. 39 – 2019

A RESOLUTION DECLARING A SPECIAL ASSESSMENT POLICY FOR COSTS FOR SIDEWALKS, CURB AND GUTTER IMPROVEMENTS

WHEREAS, the City of Dickinson intends to perform routine maintenance projects on asphalt and concrete streets, and

WHEREAS, the City of Dickinson has a limited amount of funding available to perform maintenance projects, and

WHEREAS the City of Dickinson has the legal authority to assess costs for sidewalks and curb and gutter improvements to properties within the City Of Dickinson pursuant to N.D.C.C. Section 40-31-06 and Municipal Code Section 33.04.180.

NOW, THEREFORE, it is hereby resolved by the Board of City Commissioners, as follows:

1. There is hereby created a special assessment policy for street maintenance projects.

2. Sidewalk and curb and gutter improvements made in conjunction with the street maintenance projects will be assessed to the adjacent landowners except in the following conditions:

    a. On corner lots, through the entirety of the radius around the corner.

    b. Where otherwise satisfactory curb and gutter or sidewalk need to be replaced because of work being done on the street project, including lighting and signing.

    c. Where curb and gutter or sidewalk about the back lot line of a property

    d. Where at the discretion of the City Engineer, sidewalk installation is not feasible.

3. Of the eligible costs in Section 2, one hundred percent (100%) will be assessed to the benefitting properties.

4. The costs of assessments shall be paid by the benefitting properties over a ten (10) year term at a rate of 1.5% over the then current market interest rate at the time of construction.

NOW, THEREFORE, BE IT RESOLVED that the Board of City Commissioners of the City of Dickinson, North Dakota creates a special assessment policy for street maintenance projects.

Dated this 17th day of December 2019.

Scott Decker, President
Board of City Commissioners

ATTEST:

Joseph Gaa, Dickinson City Administrator

APPENDIX B

OPINION OF PROBABLE CONSTRUCTION COST

Apex Engineering Group

OPINION OF PROBABLE COSTS

Project: 2026 UTILITY AND STREET IMPROVEMENTS
Location: Dickinson, North Dakota
Date Prep: November 21, 2025
Project No. 22.107.0010 - CIP 202605

Basis for Estimate
___ No Design Completed
_X_ Preliminary Design
___ Final Design

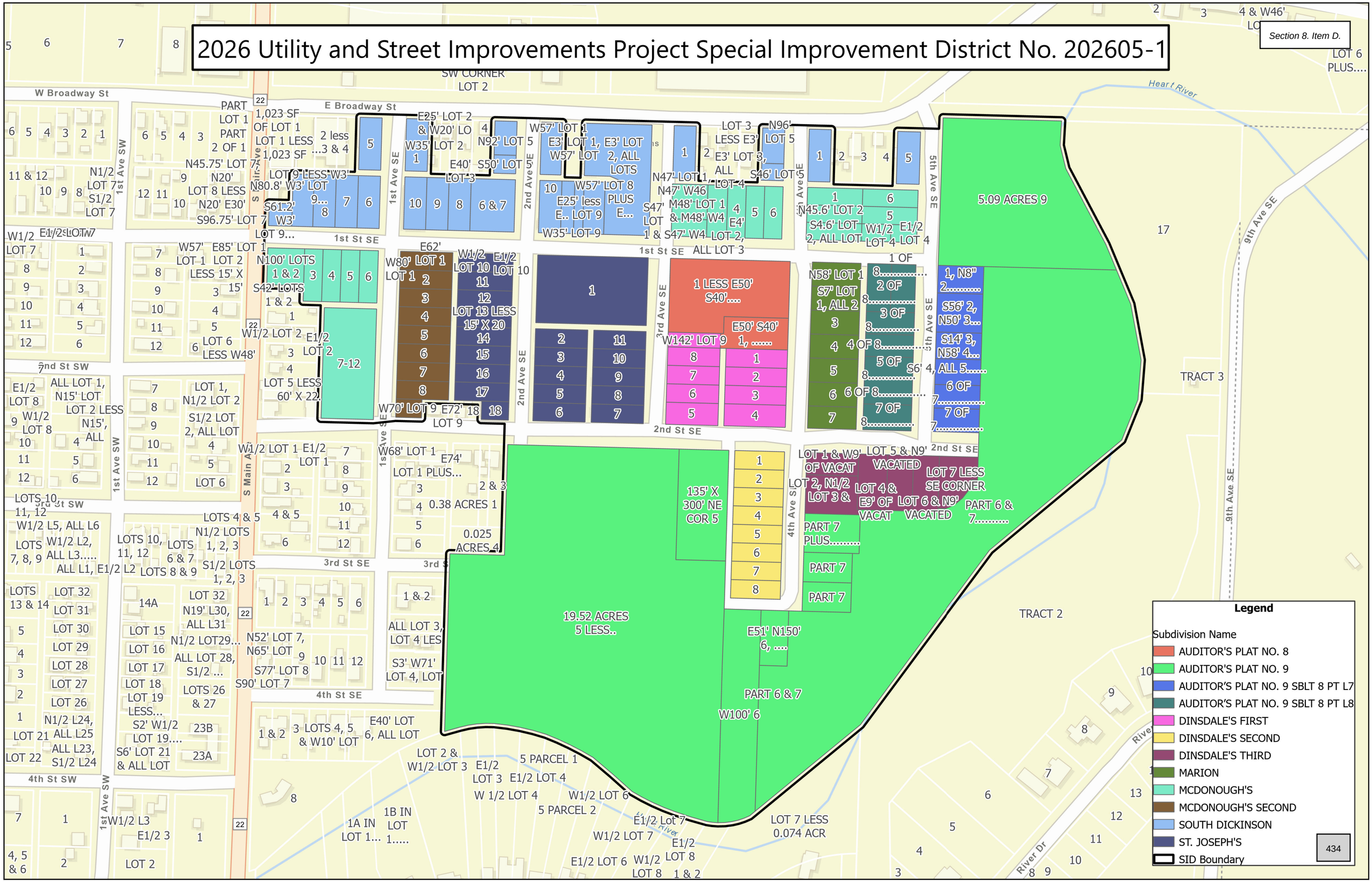
Sheet 1 of 1

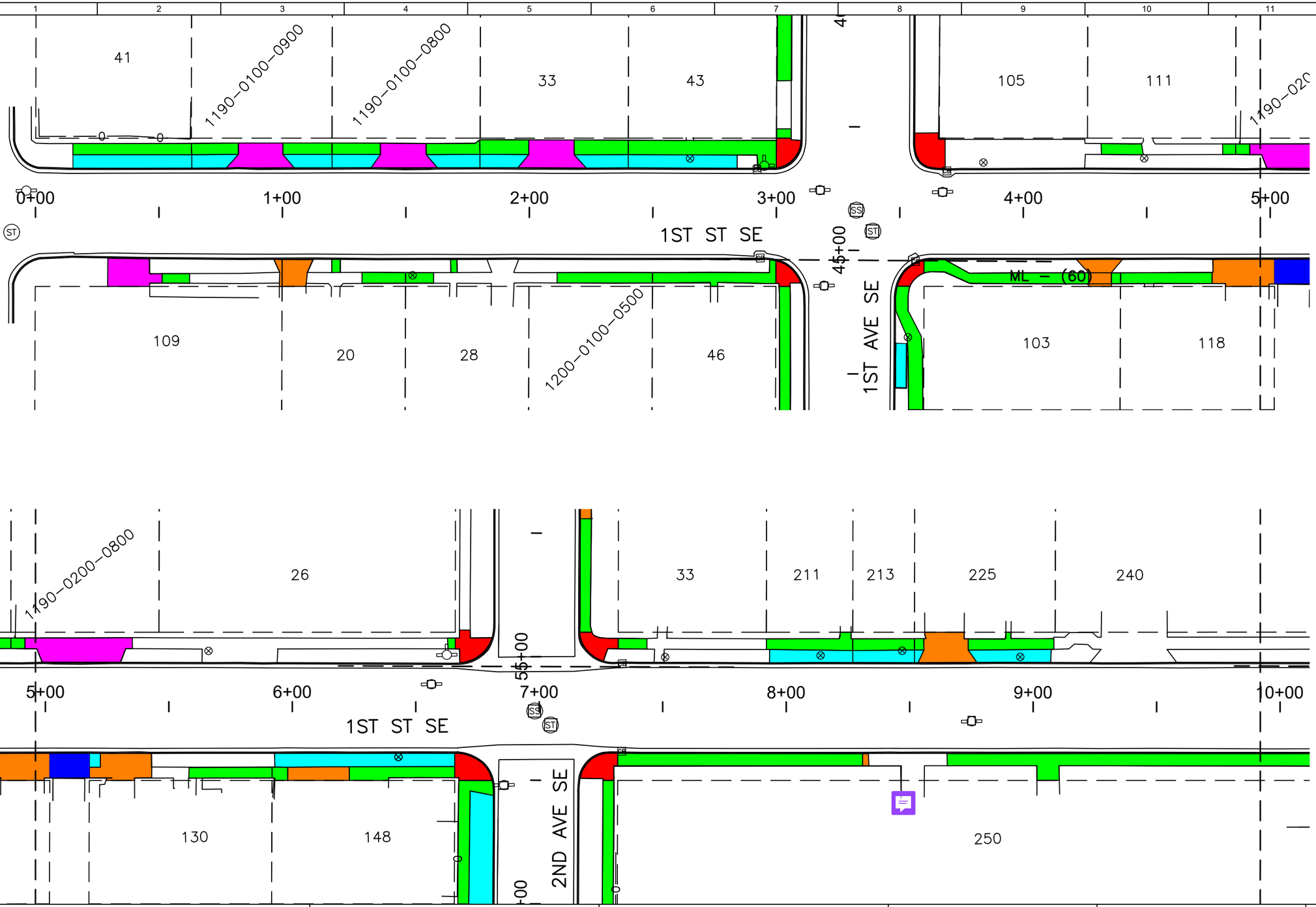
				SURFACE IMPROVEMENTS		WATERMAIN IMPROVEMENTS	
Item No.	Description	Unit Measurement	No. Units	Per Unit	Total	Per Unit	Total
1	GENERAL CONDITIONS	LSUM	1	$175,000.00	$175,000.00	$ -	$ -
2	MOBILIZATION	LSUM	1	$400,000.00	$400,000.00	$ -	$ -
3	CLEARING & GRUBBING	LSUM	1	$10,000.00	$10,000.00	$ -	$ -
4	TRAFFIC CONTROL	LSUM	1	$40,000.00	$40,000.00	$ -	$ -
5	***REMOVAL OF CONCRETE DRIVEWAY / SIDEWALK**	SY	9239	$15.00	$138,581.10	$ -	$ -
6	***REMOVAL OF CURB & GUTTER**	LF	12100	$9.00	$108,900.00	$ -	$ -
7	REMOVAL OF BITUMINOUS SURFACING	SY	30000	$13.00	$390,000.00	$ -	$ -
8	REMOVAL OF CONCRETE PAVEMENT	SY	450	$15.00	$6,750.00	$ -	$ -
9	MILLING PAVEMENT SURFACE	SY	5750	$5.00	$28,750.00	$ -	$ -
10	WATERMAIN	LF	4100			$135.00	$553,500.00
11	WATER SERVICE	LF	2500			$90.00	$225,000.00
12	FITTINGS	LBS	10000			$12.00	$120,000.00
13	CURB STOPS	EA	80			$1,000.00	$80,000.00
14	GATE VALVE	EA	18			$7,000.00	$126,000.00
15	HYDRANTS	EA	9			$11,000.00	$99,000.00
16	SADDLE AND CORP	EA	80			$700.00	$56,000.00
17	STORM CROSSING	EA	2			$3,000.00	$6,000.00
18	SANITARY SEWER SERV CROSSING	EA	45			$1,200.00	$54,000.00
19	CONNECTION TO EXISTING WATERMAIN	EA	15			$6,500.00	$97,500.00
20	TYPE A-LEAD SERVICE REPLACEMENT	EA	3			$7,000.00	$21,000.00
21	TYPE B-LEAD SERVICE REPLACEMENT	EA	3			$9,500.00	$28,500.00
22	TYPE C-LEAD SERVICE REPLACEMENT	EA	2			$12,500.00	$25,000.00
23	BORE POLY WATER SERVICE	LF	200			$100.00	$20,000.00
24	SANITARY SEWER MAIN REPAIR	EA	10	$6,000.00	$60,000.00	$ -	$ -
25	TEMPERARY COVER CROP	SY	5200	$0.75	$3,900.00	$ -	$ -
26	HYDRAULIC MULCH	SY	5200	$4.00	$20,800.00	$ -	$ -
27	SEEDING CLASS I	SY	5200	$2.00	$10,400.00	$ -	$ -
28	TOPSOIL-IMPORTED	CY	55	$62.50	$3,416.67	$ -	$ -
29	INLET PROTECTION-SPECIAL TEMPORARY	EA	20	$225.00	$4,500.00	$ -	$ -
30	SUBGRADE PREP	SY	30000	$5.00	$150,000.00	$ -	$ -
31	AGGREGATE BASE COURSE CL 5	TON	9400	$80.00	$752,000.00	$ -	$ -
32	ASPHALT PAVEMENT (SUPERPAVE FAA 45)	TON	8247	$160.00	$1,319,570.37	$ -	$ -
33	ASPHALT PAVEMENT TRENCH (SUPERPAVE FAA 45)	TON	741	$250.00	$185,185.19	$ -	$ -
34	ASPHALT CEMENT (PG58H-34)	TON	540	$700.00	$378,000.00	$ -	$ -
35	GEOSYNTHETIC MATERIAL TYPE G	SY	30000	$5.00	$150,000.00	$ -	$ -
36	CURB & GUTTER-TYPE I	LF	12100	$70.00	$847,000.00	$ -	$ -
37	VALLEY GUTTER	SY	360	$190.00	$68,400.00	$ -	$ -
38	CURB-TYPE I	LF	100	$45.00	$4,500.00	$ -	$ -
39	***SIDEWALK CONCRETE 4IN**	SY	5382	$160.00	$861,134.40	$ -	$ -
40	***DRIVEWAY CONCRETE 6IN**	SY	2480	$195.00	$483,525.90	$ -	$ -
41	***DRIVEWAY CONCRETE 8IN**	SY	812	$270.00	$219,156.30	$ -	$ -
42	SIGNS	LSUM	1	$5,000.00	$5,000.00	$ -	$ -
43	PAVEMENT MARKINGS	LSUM	1	$15,000.00	$15,000.00	$ -	$ -
44	MH/GV ADJUST TO GRADE	EA	70	$1,200.00	$84,000.00	$ -	$ -
45	DETECTABLE WARNING PANELS	SF	500	$ 35.00	$17,500.00	$ -	$ -
46	ROUTE & SEAL CURB	LF	150	$ 60.00	$9,000.00	$ -	$ -
47	ROCK EXCAVATION	LSUM	1	$ 45,000.00	$45,000.00	$ -	$ -
48	SIDEWALK TRENCH DRAIN	LF	30	$ 860.00	$25,800.00	$ -	$ -
				Subtotal	$7,020,769.92		$1,511,500.00
				Contingencies (5%)	$ 351,000.00		$ 226,700.00
	*** Special Improvement District eligible item**			**Total**	**$ 7,371,800.00**		**$ 1,738,200.00**
					Construction Total		**$9,110,000.00**

APPENDIX C.1

SID NO. 202605-01 DISTRICT MAP, PLAN DRAWINGS AND ASSESSMENT TABLE

2026 Utility and Street Improvements Project Special Improvement District No. 202605-1





PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS		
Issue #	Description	Date

CITY OF Dickinson North Dakota

2026 UTILITY & STREET IMPROVEMENT PROJECT
SID NO. 202605-01
1ST STREET SE
STA: 0+00 TO 10+00

Apex Engineering Group
Bismarck - Detroit Lakes - Dickinson - Fargo - St. Cloud
204 Sims Street, Suite # 201
Dickinson, North Dakota 58601
Office: 701-264-3939
www.apexenggroup.com

Project #: 24.107.0026
Date: November 2025
Drawn By: LF/TS
Checked By: LF/TS
Approved By: SS

Sheet: SID.01

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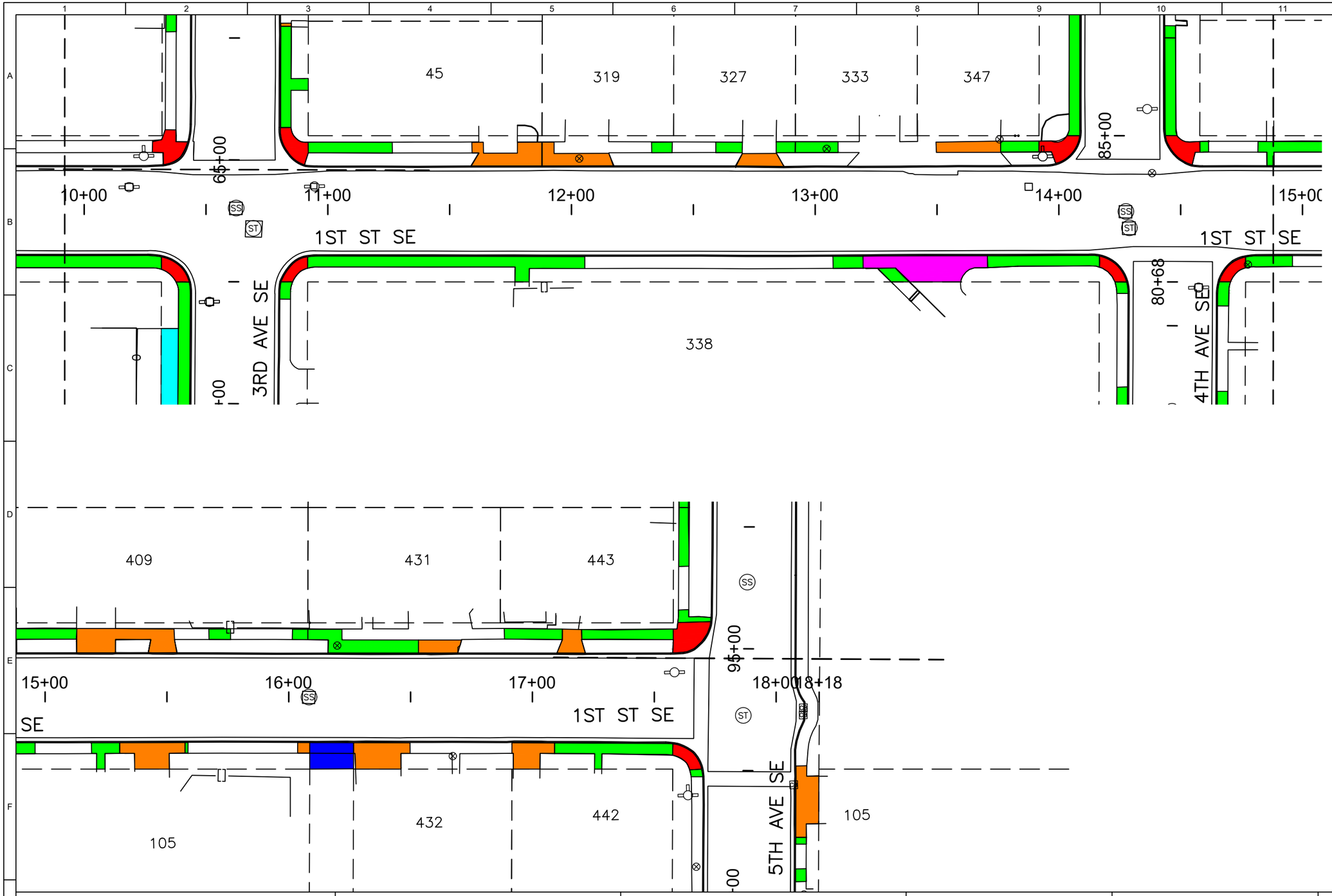

PRELIMINARY
NOT FOR
CONSTRUCTION

REVISIONS		
Issue #	Description	Date

CITY OF Dickinson North Dakota

2026 UTILITY & STREET IMPROVEMENT PROJECT
SID NO. 202605-01
1ST STREET SE
STA: 10+00 TO 18+00

Apex Engineering Group
Bismarck - Detroit Lakes - Dickinson - Fargo - St. Cloud
204 Sims Street, Suite # 201
Dickinson, North Dakota 58601
Office: 701-264-3939
www.apexenggroup.com

Project #: 24.107.0026
Date: November 2025
Drawn By: LF/TS
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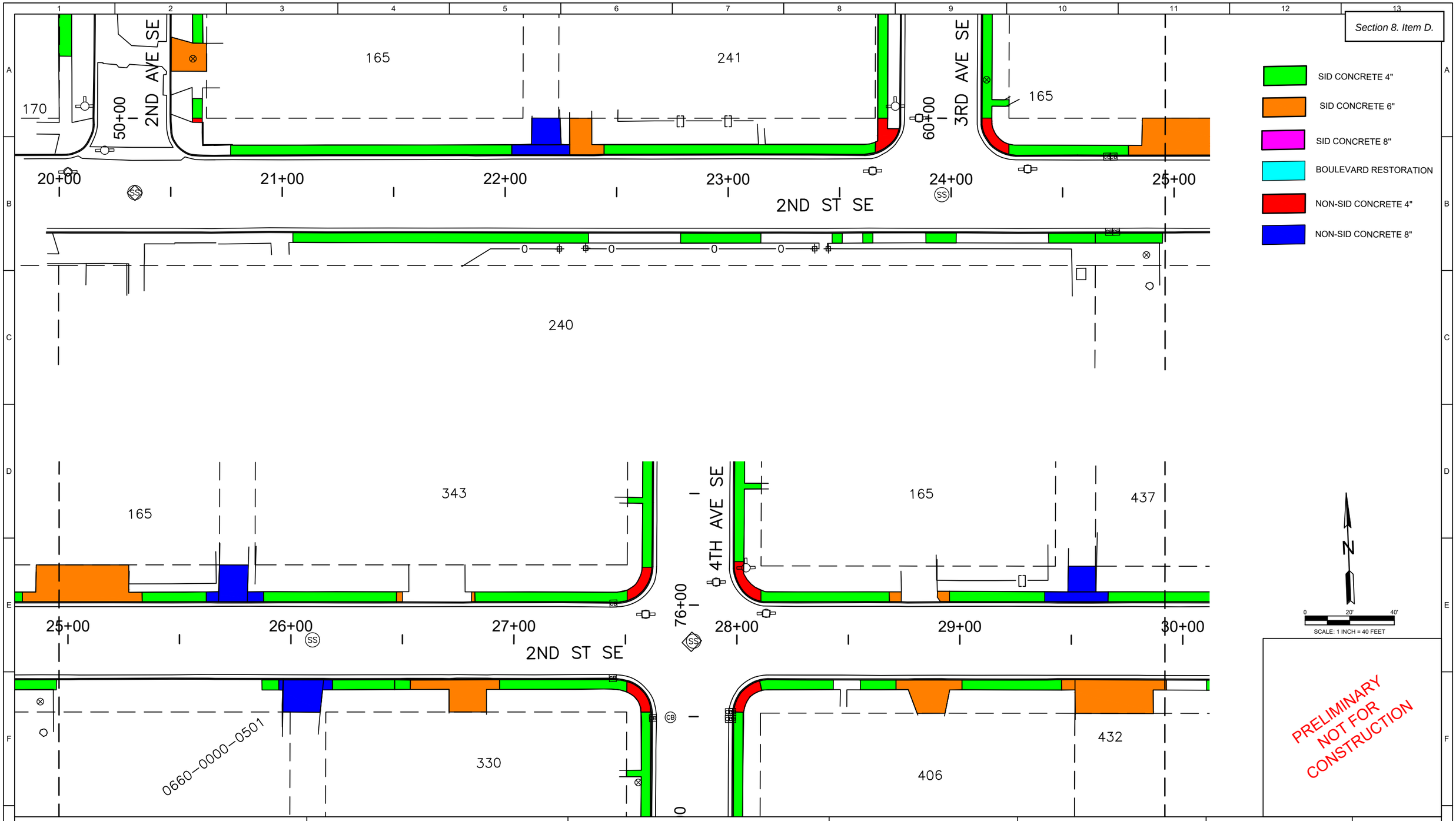

PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS		
Issue #	Description	Date

CITY OF Dickinson North Dakota

2026 UTILITY & STREET IMPROVEMENT PROJECT
SID NO. 202605-01
2ND STREET SE
STA: 20+00 TO 30+00

Apex Engineering Group
Bismarck - Detroit Lakes - Dickinson - Fargo - St. Cloud
204 Sims Street, Suite # 201
Dickinson, North Dakota 58601
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Project #:	24.107.0026
Date:	November 2025
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Approved By:	SS

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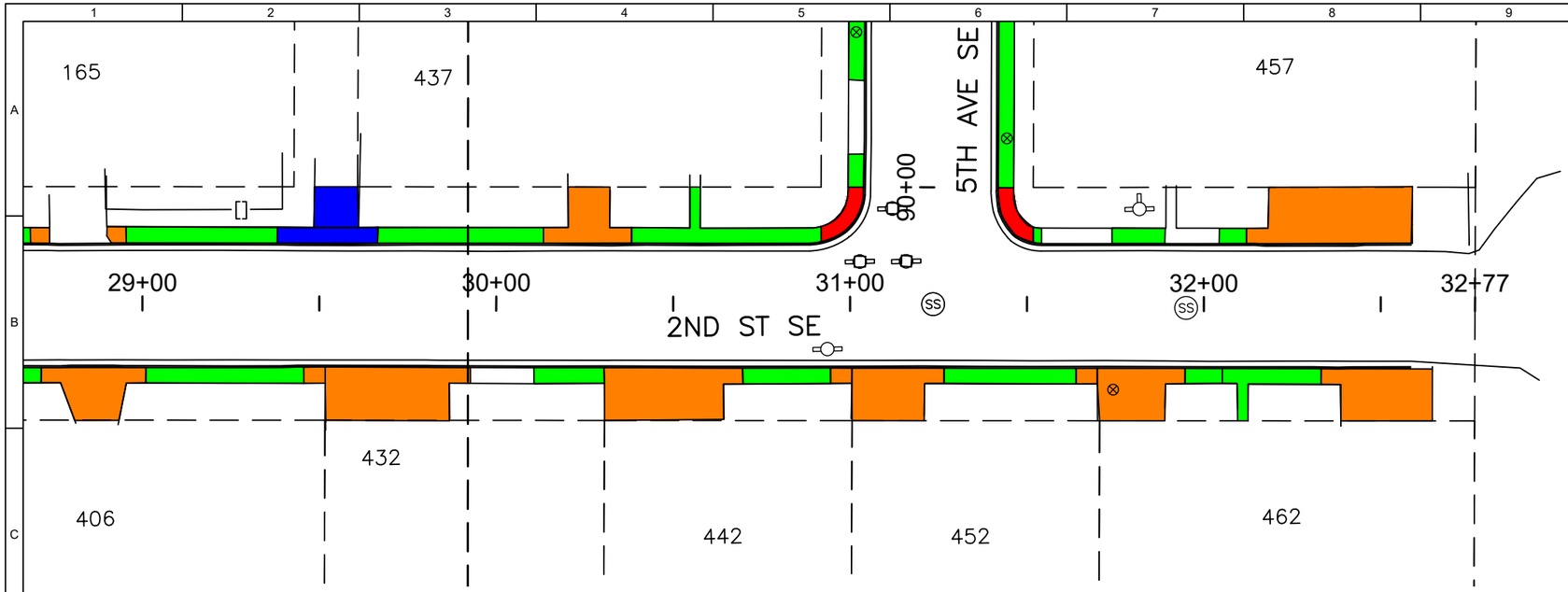

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- BOULEVARD RESTORATION
- NON-SID CONCRETE 4"
- NON-SID CONCRETE 8"

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SCALE: 1 INCH = 40 FEET

PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS		
Issue #	Description	Date

CITY OF Dickinson North Dakota

2026 UTILITY & STREET IMPROVEMENT PROJECT
SID NO. 202605-01
2ND STREET SE
STA: 30+00 TO 33+00

Apex Engineering Group
Bismarck - Detroit Lakes - Dickinson - Fargo - St. Cloud
204 Sims Street, Suite # 201
Dickinson, North Dakota 58601
Office: 701-264-3939
www.apexenggroup.com

Project #: 24.107.0026
Date: November 2025
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Approved By: SS

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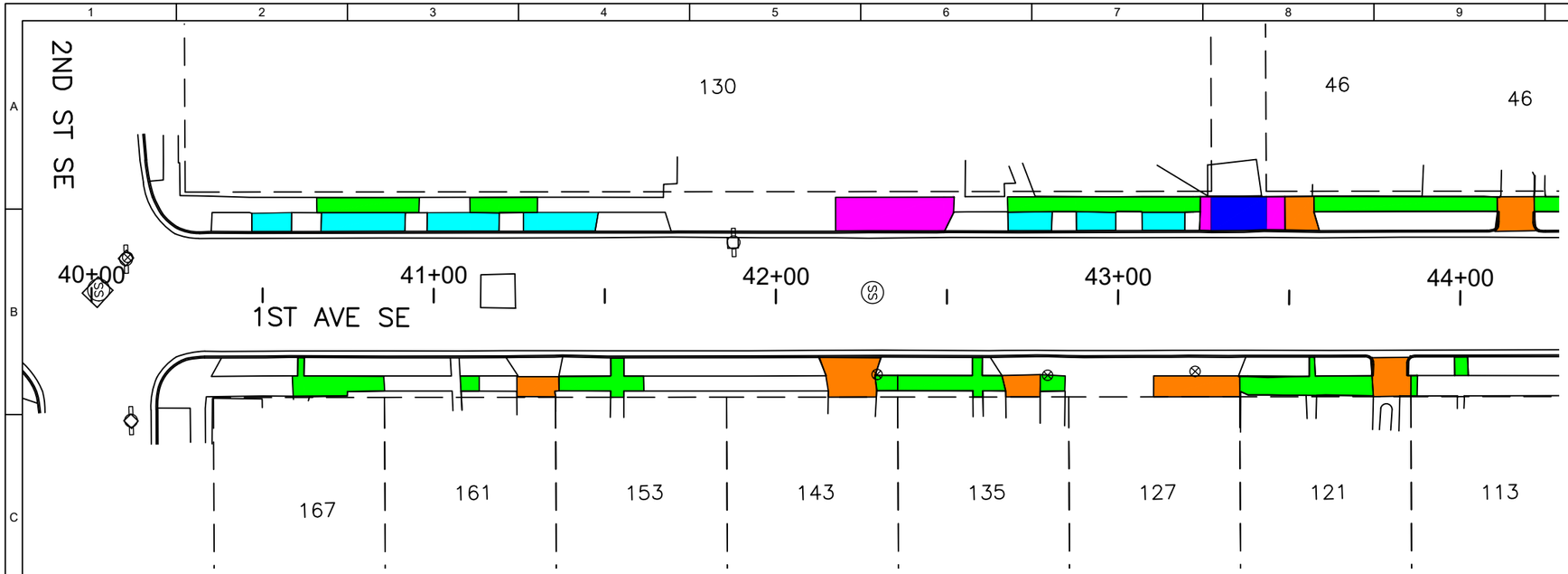

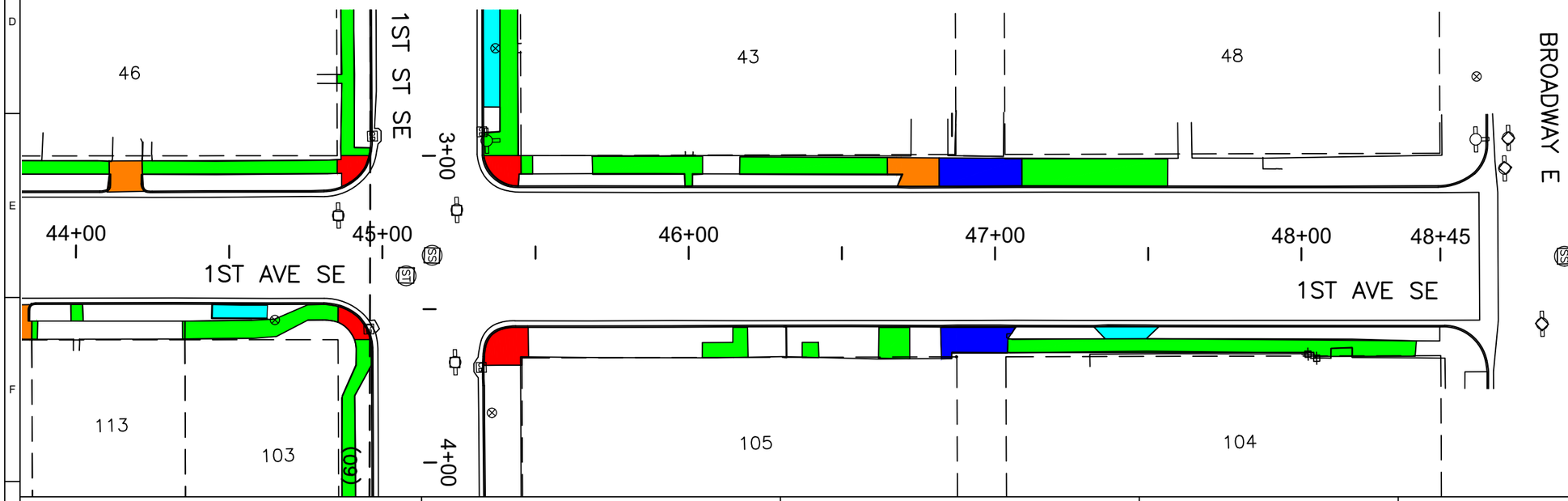

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PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS

Issue #	Description	Date

CITY OF Dickinson North Dakota

2026 UTILITY & STREET IMPROVEMENT PROJECT
SID NO. 202605-01
1ST AVE SE
STA: 44+00 TO 48+00

Apex Engineering Group
Bismarck - Detroit Lakes - Dickinson - Fargo - St. Cloud
204 Sims Street, Suite # 201
Dickinson, North Dakota 58601
Office: 701-264-3939
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Project #: 24.107.0026
Date: November 2025
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Checked By: LF/TS
Approved By: SS

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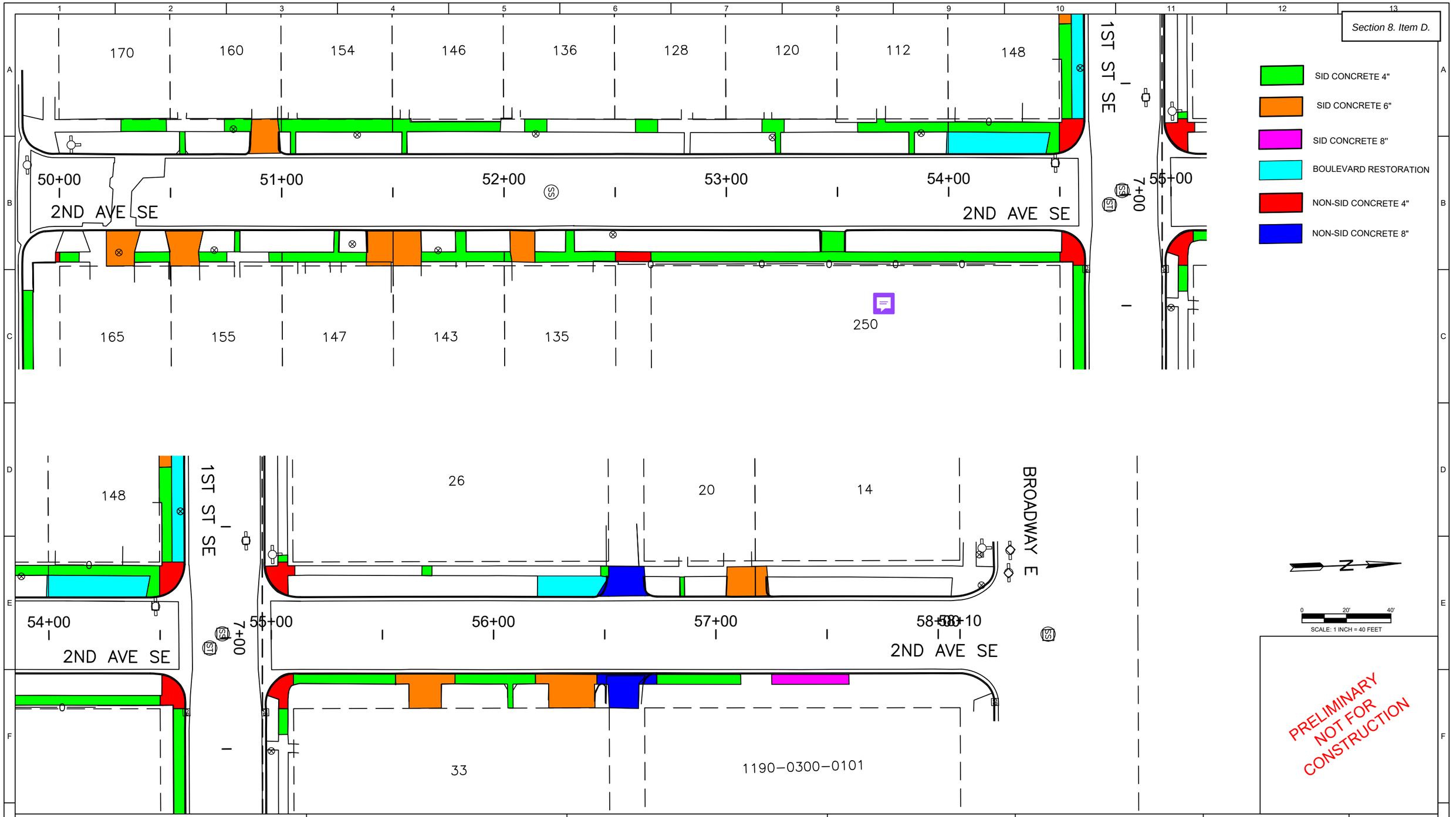

PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS		
Issue #	Description	Date

CITY OF Dickinson North Dakota

2026 UTILITY & STREET IMPROVEMENT PROJECT
SID NO. 202605-01
2ND AVE SE
STA: 50+00 TO 58+00

Apex Engineering Group
Bismarck - Detroit Lakes - Dickinson - Fargo - St. Cloud
204 Sims Street, Suite # 201
Dickinson, North Dakota 58601
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Project #: 24.107.0026
Date: November 2025
Drawn By: LF/TS
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Approved By: SS

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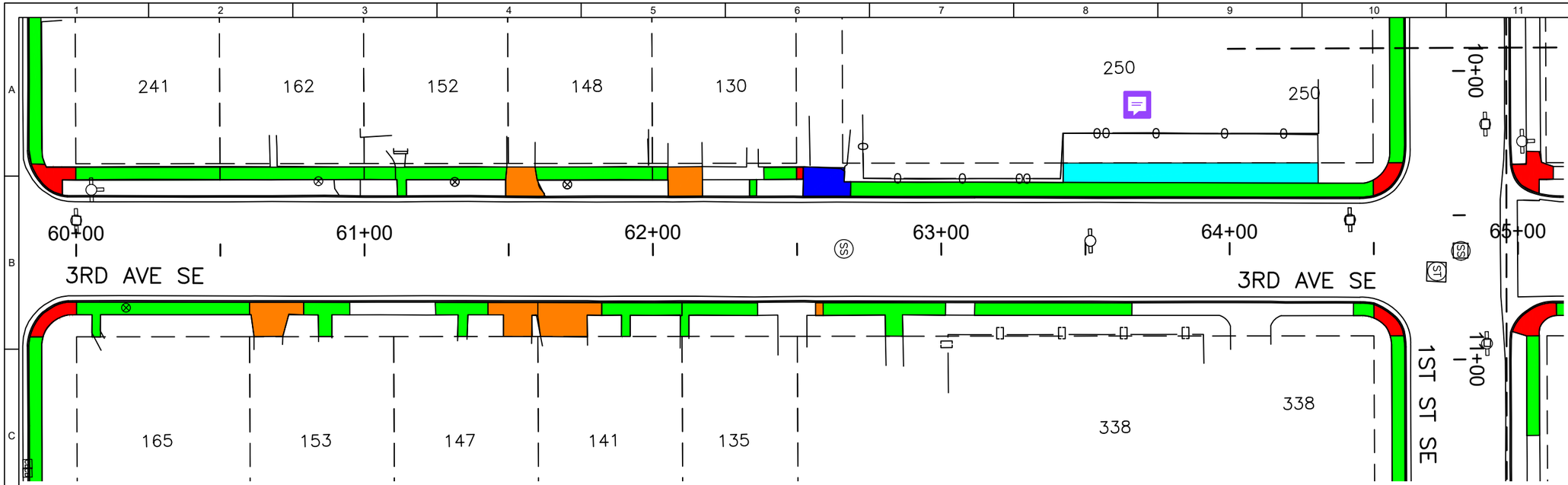

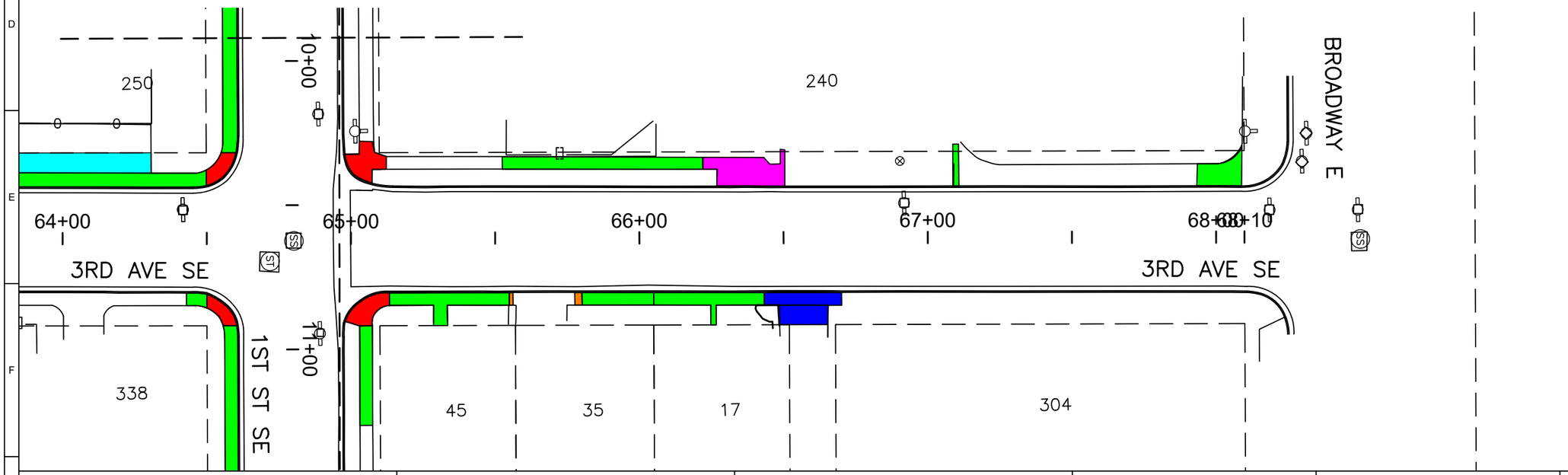

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REVISIONS		
Issue #	Description	Date

CITY OF Dickinson North Dakota

2026 UTILITY & STREET IMPROVEMENT PROJECT
SID NO. 202605-01
3RD AVE SE
STA: 60+00 TO 69+00

Apex Engineering Group
Bismarck - Detroit Lakes - Dickinson - Fargo - St. Cloud
204 Sims Street, Suite # 201
Dickinson, North Dakota 58601
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Date: November 2025
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Approved By: SS

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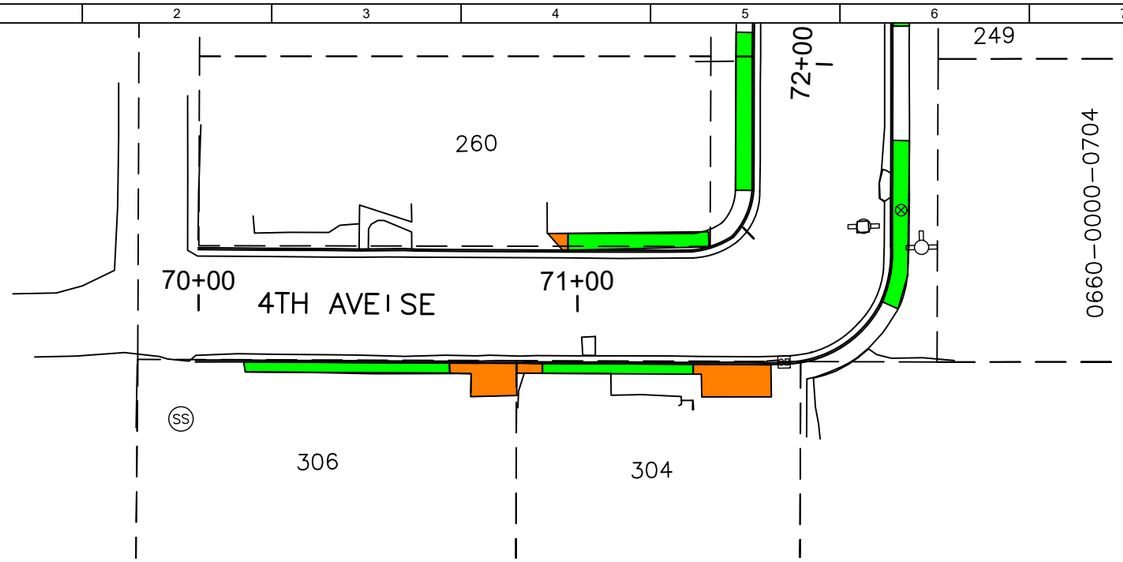

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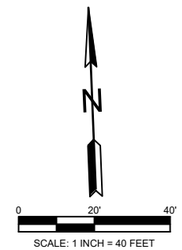

SCALE: 1 INCH = 40 FEET

PRELIMINARY
NOT FOR
CONSTRUCTION

REVISIONS

Issue #	Description	Date

CITY OF Dickinson North Dakota

2026 UTILITY & STREET
IMPROVEMENT PROJECT
SID NO. 202605-01
4TH AVE SE
STA: 70+00 TO 72+00

Apex Engineering Group
Bismarck - Detroit Lakes -
Dickinson - Fargo - St. Cloud
204 Sims Street, Suite # 201
Dickinson, North Dakota 58601
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Project #: 24.107.0026
Date: November 2025
Drawn By: LF/TS
Checked By: LF/TS
Approved By: SS

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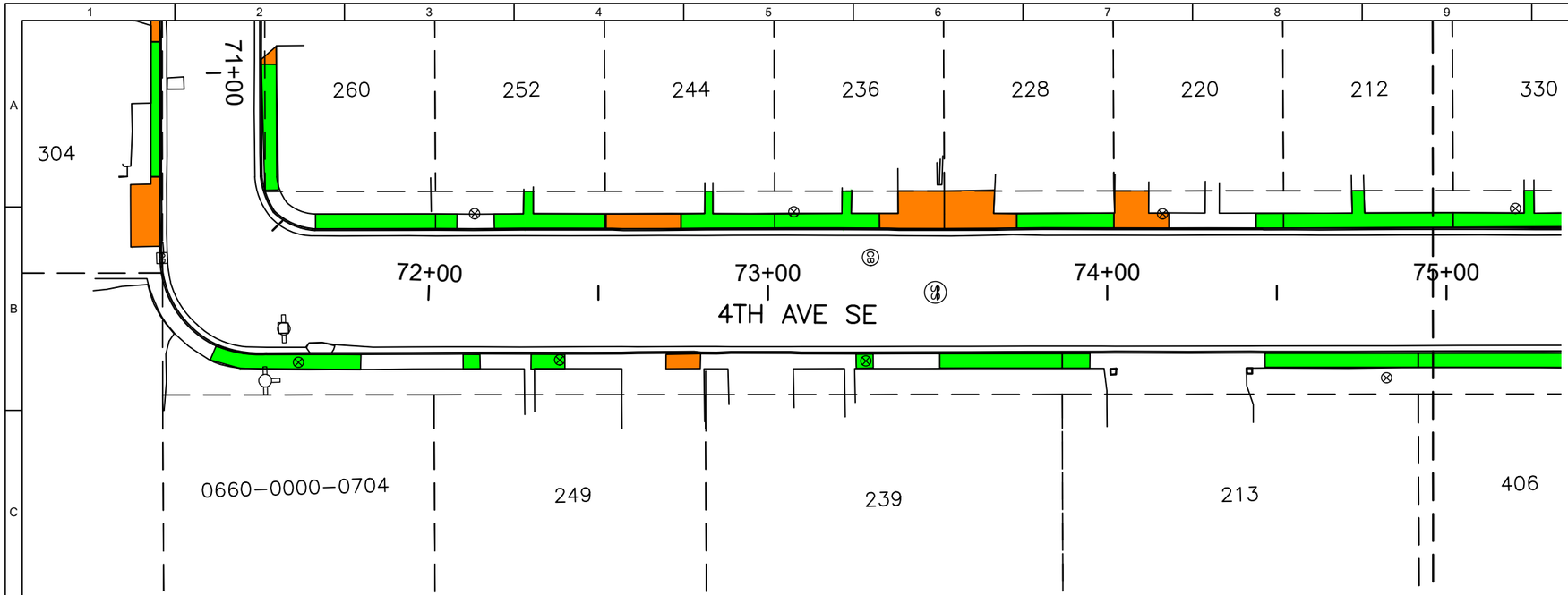

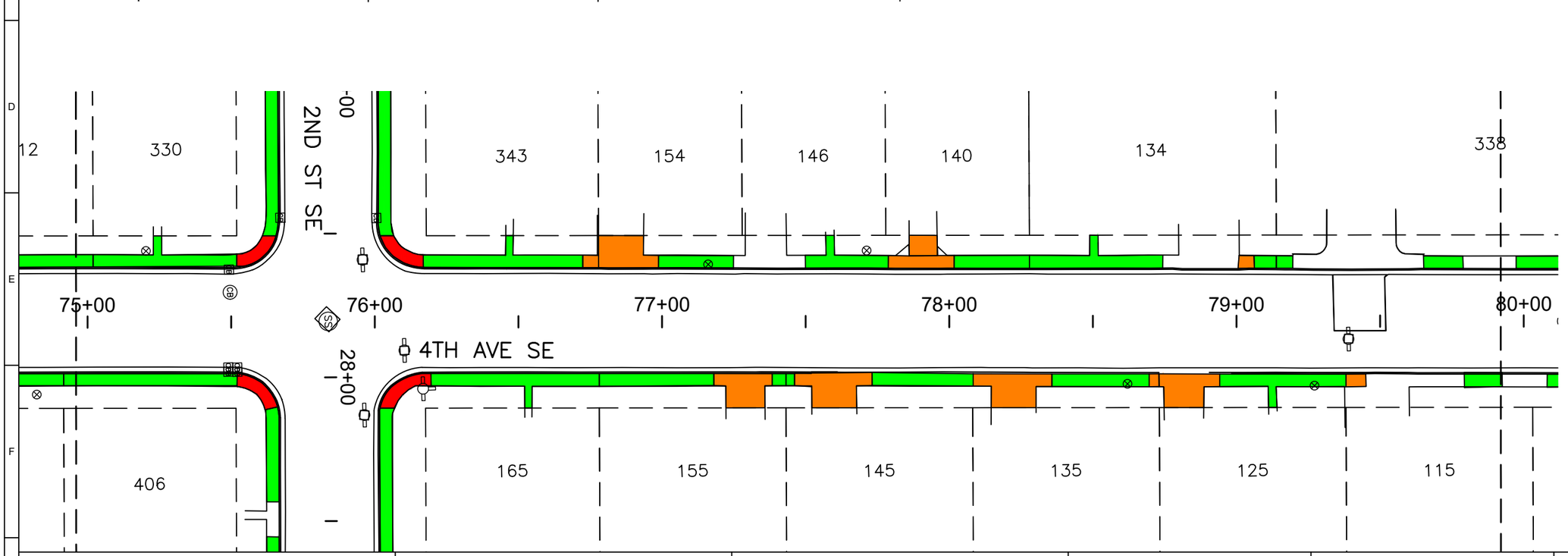

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SID CONCRETE 8"
BOULEVARD RESTORATION
NON-SID CONCRETE 4"
NON-SID CONCRETE 8"

N

0 20' 40'
SCALE: 1 INCH = 40 FEET

PRELIMINARY
NOT FOR
CONSTRUCTION

REVISIONS		
Issue #	Description	Date

CITY OF Dickinson North Dakota

2026 UTILITY & STREET
IMPROVEMENT PROJECT
SID NO. 202605-01
4TH AVE SE
STA: 72+00 TO 80+00

Apex Engineering Group
Bismarck - Detroit Lakes -
Dickinson - Fargo - St. Cloud
204 Sims Street, Suite # 201
Dickinson, North Dakota 58601
Office: 701-264-3939
www.apexenggroup.com

Project #: 24.107.0026
Date: November 2025
Drawn By: LF/TS
Checked By: LF/TS
Approved By: SS

Sheet:
SID.09
443

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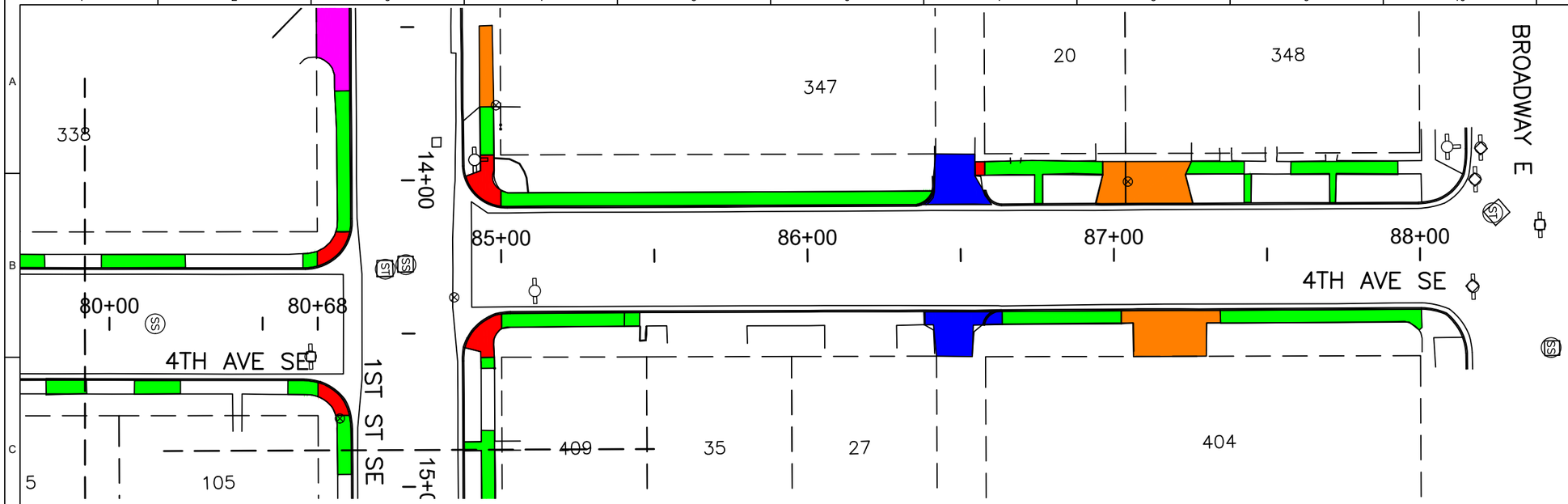

N

0 20' 40'

SCALE: 1 INCH = 40 FEET

PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS

Issue #	Description	Date

CITY OF Dickinson North Dakota

2026 UTILITY & STREET IMPROVEMENT PROJECT
SID NO. 202605-01
4TH AVE SE
STA: 80+00 TO 88+00

Apex Engineering Group
Bismarck - Detroit Lakes - Dickinson - Fargo - St. Cloud
204 Sims Street, Suite # 201
Dickinson, North Dakota 58601
Office: 701-264-3939
www.apexenggroup.com

Project #: 24.107.0026
Date: November 2025
Drawn By: LF/TS
Checked By: LF/TS
Approved By: SS

Sheet:

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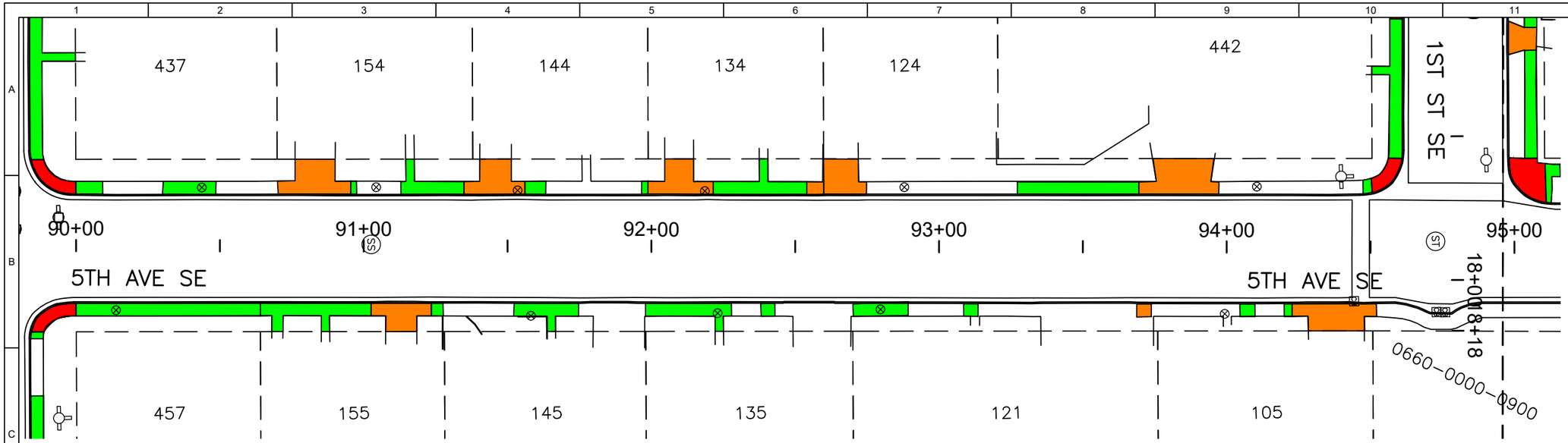

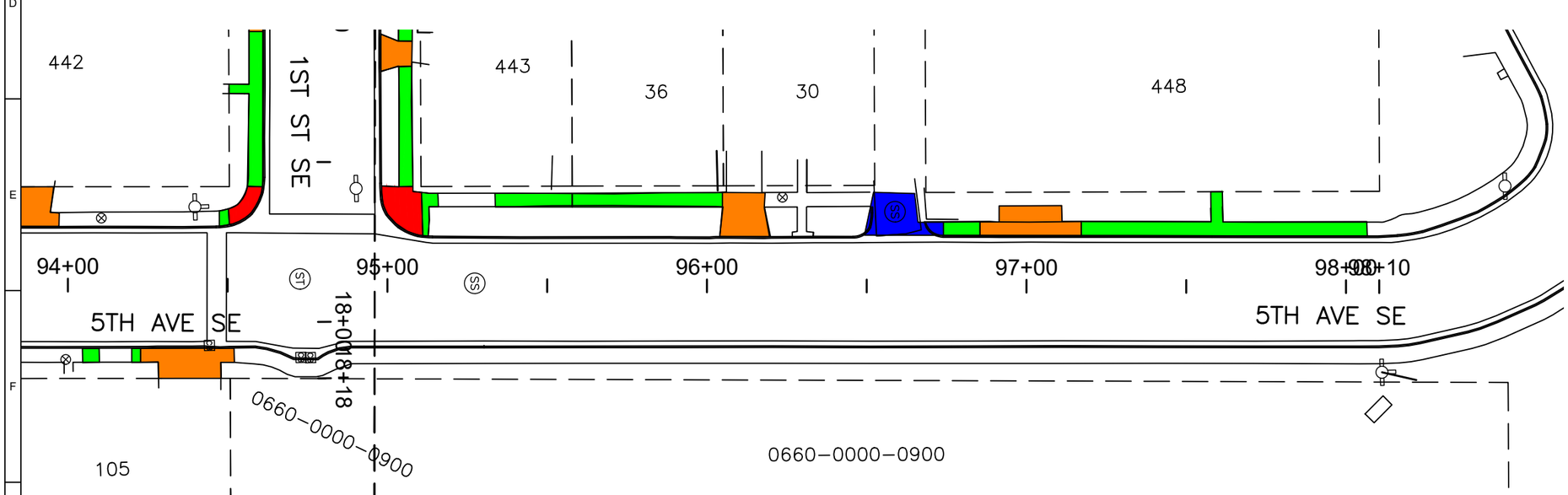

- SID CONCRETE 4"
- SID CONCRETE 6"
- SID CONCRETE 8"
- BOULEVARD RESTORATION
- NON-SID CONCRETE 4"
- NON-SID CONCRETE 8"

N

0 20' 40'

SCALE: 1 INCH = 40 FEET

PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS		
Issue #	Description	Date

CITY OF Dickinson North Dakota

2026 UTILITY & STREET IMPROVEMENT PROJECT
SID NO. 202605-01
5TH AVE SE
STA: 90+00 TO 99+00

Apex Engineering Group
Bismarck - Detroit Lakes - Dickinson - Fargo - St. Cloud
204 Sims Street, Suite # 201
Dickinson, North Dakota 58601
Office: 701-264-3939
www.apexenggroup.com

Project #: 24.107.0026
Date: November 2025
Drawn By: LF/TS
Checked By: LF/TS
Approved By: SS

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CITY OF DICKINSON - 2026 UTILITY & STREET IMPROVEMENTS PROJECT
SID NO. 202605-01

PARCEL ID	HOUSE #	STREET	LOT	BLOCK	LEGAL DESCRIPTION	REMOVAL OF CONCRETE (SY)	CONCRETE (4")	CONCRETE (6")	CONCRETE (8")	BOULEVARD RESTORATION (SY)	TOTAL ASSESSMENT
0660-0000-0501			135' X 300' NE COR 5		135' X 300' NE CORNER LOT 5, AUDITOR'S PLAT #9	18.9	18.9	-	-	-	$ 3,307.50
0660-0000-0900			5.09 ACRES 9		5.09 ACRES LOT 9, AUDITOR'S PLAT #9	-	-	-	-	-	$ -
0660-0000-0704			PART 7		PART LOT 7, AUDITOR'S PLAT #9	21.4	21.4	-	-	-	$ 3,745.00
1200-0100-0500			5	A	LOT 5, BLOCK A, MCDONOUGH'S	18.1	18.1	-	-	-	$ 3,167.50
1190-0300-0101			W57' LOT 1	3	W57' LOT 1, BLOCK 3, SOUTH DICKINSON	35.9	18.6	-	17.3	-	$ 8,185.50
1210-0600-0101	103	1ST AVENUE SE	W80' LOT 1	F	W80' LOT 1, BLOCK F, MCDONOUGH'S 2ND	88.9	65.8	14.0	-	9.1	$ 14,591.50
1210-0600-0200	113	1ST AVENUE SE	2	F	LOT 2, BLOCK F, MCDONOUGH'S 2ND	4.1	4.1	-	-	-	$ 717.50
1210-0600-0300	121	1ST AVENUE SE	3	F	LOT 3, BLOCK F, MCDONOUGH'S 2ND	39.0	25.2	13.8	-	-	$ 7,308.00
1210-0600-0400	127	1ST AVENUE SE	4	F	LOT 4, BLOCK F, MCDONOUGH'S 2ND	17.1	-	17.1	-	-	$ 3,591.00
1200-0200-0700	130	1ST AVENUE SE	7-12	B	LOTS 7 - 12, BLOCK B, MCDONOUGH'S	161.5	51.8	-	40.7	69.0	$ 21,699.50
1210-0600-0500	135	1ST AVENUE SE	5	F	LOT 5, BLOCK F, MCDONOUGH'S 2ND	28.8	21.4	7.4	-	-	$ 5,299.00
1210-0600-0600	143	1ST AVENUE SE	6	F	LOT 6, BLOCK F, MCDONOUGH'S 2ND	22.4	3.1	19.3	-	-	$ 4,595.50
1210-0600-0700	153	1ST AVENUE SE	7	F	LOT 7, BLOCK F, MCDONOUGH'S 2ND	14.9	14.9	-	-	-	$ 2,607.50
1210-0600-0800	161	1ST AVENUE SE	8	F	LOT 8, BLOCK F, MCDONOUGH'S 2ND	10.5	2.7	7.8	-	-	$ 2,110.50
1210-0600-0902	167	1ST AVENUE SE	W70' LOT 9,	F	W70' LOT 9, BLOCK F, MCDONOUGH'S 2ND	16.8	16.8	-	-	-	$ 2,940.00
1190-0200-0800		1ST STREET E	8	2	LOT 8, BLOCK 2, SOUTH DICKINSON	44.6	2.8	-	41.8	-	$ 12,403.00
1190-0100-0800		1ST STREET E	8	1	LOT 8, BLOCK 1, SOUTH DICKINSON	66.0	20.9	-	22.8	22.3	$ 10,490.00
1200-0100-0300	20	1ST STREET SE	3	A	LOT 3, BLOCK A, MCDONOUGH'S	23.5	10.7	12.8	-	-	$ 4,560.50
1200-0100-0400	28	1ST STREET SE	4	A	LOT 4, BLOCK A, MCDONOUGH'S	7.0	7.0	-	-	-	$ 1,225.00
1190-0100-0700	33	1ST STREET SE	7	1	LOT 7, BLOCK 1, SOUTH DICKINSON	75.4	27.4	-	25.9	22.1	$ 12,508.00
1190-0100-0600	43	1ST STREET SE	6	1	LOT 6, BLOCK 1, SOUTH DICKINSON	143.1	101.1	15.9	-	26.1	$ 21,423.00
1200-0100-0600	46	1ST STREET SE	6	A	LOT 6, BLOCK A, MCDONOUGH'S	110.6	82.5	22.2	5.9	-	$ 20,781.00
1190-0200-1002	105	1ST STREET SE	10	2	LOT 10, BLOCK 2, SOUTH DICKINSON	25.1	25.1	-	-	-	$ 4,392.50
1190-0200-0900	111	1ST STREET SE	9	2	LOT 9, BLOCK 2, SOUTH DICKINSON	10.6	10.6	-	-	-	$ 1,855.00
1210-0600-0102	118	1ST STREET SE	E62' LOT 1,	F	E62' LOT 1, BLOCK F, MCDONOUGH'S 2ND	48.1	18.4	29.7	-	-	$ 9,457.00
1230-0100-1002	130	1ST STREET SE	W1/2 LOT 10,	J	W1/2 LOT 10, BLOCK J, ST. JOSEPH'S	45.4	16.2	26.4	-	2.8	$ 8,421.00
1230-0100-1001	148	1ST STREET SE	E1/2 LOT 10,	7	E1/2 LOT 10, BLOCK 7, ST. JOSEPH'S	165.6	57.8	15.2	-	92.6	$ 14,696.00
1190-0300-0902	211	1ST STREET SE	W35' LOT 9,	3	W35' LOT 9, BLOCK 3, SOUTH DICKINSON	38.3	19.0	-	-	19.3	$ 3,614.50
1190-0300-0901	213	1ST STREET SE	E25' less E.. LOT 9,	3	E25' less E2.5' of N21.66' LOT 9, BLOCK 3, SOUTH DICKINSON	26.6	12.8	-	-	13.8	$ 2,447.00
1190-0300-0801	225	1ST STREET SE	W57' LOT 8 PLUS E...	3	W57' LOT 8 PLUS E2.5' OF N21.66' LOT 9, BLOCK 3, SOUTH DICKINSON	64.7	19.8	25.5	-	19.4	$ 9,111.00
1230-0200-0100	250	1ST STREET SE	1	K	LOT 1, BLOCK K, ST. JOSEPH'S	424.6	355.4	1.3	-	67.9	$ 63,486.50
1200-0400-0300	319	1ST STREET SE	E4' LOT 2, ALL LOT 3	D	E4' LOT 2, ALL LOT 3, BLOCK D, MCDONOUGH'S	23.1	4.1	19.0	-	-	$ 4,707.50
1200-0400-0400	327	1ST STREET SE	4	D	LOT 4, BLOCK D, MCDONOUGH'S	19.2	9.2	10.0	-	-	$ 3,710.00
1200-0400-0500	333	1ST STREET SE	5	D	LOT 5, BLOCK D, MCDONOUGH'S	8.6	8.6	-	-	-	$ 1,505.00
0650-0000-0100	338	1ST STREET SE	1 LESS E50' S40'....		LOT 1 LESS E44' S46', N154' LOT 2, AUDITOR'S PLAT #8	221.3	175.4	1.3	44.6	-	$ 43,679.00
1200-0400-0600	347	1ST STREET SE	6	D	LOT 6, BLOCK D, MCDONOUGH'S	88.5	75.5	13.0	-	-	$ 15,942.50
1200-0500-0300	409	1ST STREET SE	S4.6' LOT 2, ALL LOT	E	S4.6' LOT 2 PLUS 8' VACATED ALLEY, ALL LOT 3 PLUS 8' VACATED ALLEY, BLOCK E, MCDONOUGH'S	84.1	48.1	36.0	-	-	$ 15,977.50
1200-0500-0402	431	1ST STREET SE	W1/2 LOT 4	E	W1/2 LOT 4 PLUS 8' VACATED ALLEY, BLOCK E, MCDONOUGH'S	38.9	28.8	10.1	-	-	$ 7,161.00
0662-0000-0200	432	1ST STREET SE	2 OF 8.....		LOT 2 OF LOT 8, AUDITOR'S PLAT #9, SUBDIVISION PART LOT 7, ALL LOT 8	24.6	-	24.6	-	-	$ 5,166.00
0662-0000-0100	442	1ST STREET SE	1 OF 8.....		LOT 1 OF LOT 8, AUDITOR'S PLAT #9, SUBDIVISION PART LOT 7, ALL LOT 8	94.8	47.4	47.4	-	-	$ 18,249.00
1200-0500-0401	443	1ST STREET SE	E1/2 LOT 4	E	E1/2 LOT 4, BLOCK E, MCDONOUGH'S	54.8	45.1	9.7	-	-	$ 9,929.50
1190-0100-0900		1ST STREET SE	LOT 9 LESS W3',	1	LOT 9 LESS W3', BLOCK 1, SOUTH DICKINSON	63.5	19.8	-	23.0	20.7	$ 10,330.50
1190-0200-0501	14	2ND AVENUE SE	N92' LOT 5,	2	N92' LOT 5, BLOCK 2, SOUTH DICKINSON	8.4	-	8.4	-	-	$ 1,764.00
1190-0200-0502	20	2ND AVENUE SE	S50' LOT 5	2	S50' LOT 5, BLOCK 2, SOUTH DICKINSON	21.1	1.9	19.2	-	-	$ 4,364.50
1190-0200-0600	26	2ND AVENUE SE	6 & 7	2	LOTS 6 & 7, BLOCK 2, SOUTH DICKINSON	35.5	5.6	-	-	29.9	$ 1,428.50
1190-0300-1000	33	2ND AVENUE SE	10	3	LOT 10, BLOCK 3, SOUTH DICKINSON	117.4	48.4	69.0	-	-	$ 22,960.00
1230-0100-1100	112	2ND AVENUE SE	11	J	LOT 11, BLOCK J, ST. JOSEPH'S	23.8	23.8	-	-	-	$ 4,165.00
1230-0100-1200	120	2ND AVENUE SE	12	J	LOT 12, BLOCK J, ST. JOSEPH'S	9.2	9.2	-	-	-	$ 1,610.00
1230-0100-1300	128	2ND AVENUE SE	LOT 13 LESS 15' X 20	J	LOT 13 LESS 15' X 20' MDU, BLOCK J, ST. JOSEPH'S	6.5	6.5	-	-	-	$ 1,137.50
1230-0200-0200	135	2ND AVENUE SE	2	K	LOT 2, BLOCK K, ST. JOSEPH'S	41.3	24.1	17.2	-	-	$ 7,829.50
1230-0100-1400	136	2ND AVENUE SE	14	J	LOT 14, BLOCK J, ST. JOSEPH'S	6.4	6.4	-	-	-	$ 1,120.00
1230-0200-0300	143	2ND AVENUE SE	3	K	LOT 3, BLOCK K, ST. JOSEPH'S	45.1	23.2	21.9	-	-	$ 8,659.00
1230-0100-1500	146	2ND AVENUE SE	15	J	LOT 15, BLOCK J, ST. JOSEPH'S	27.3	27.3	-	-	-	$ 4,777.50
1230-0200-0400	147	2ND AVENUE SE	4	K	LOT 4, BLOCK K, ST. JOSEPH'S	41.7	20.8	20.9	-	-	$ 8,029.00
1230-0100-1600	154	2ND AVENUE SE	16	J	LOT 16, BLOCK J, ST. JOSEPH'S	35.1	35.1	-	-	-	$ 6,142.50
1230-0200-0500	155	2ND AVENUE SE	5	K	LOT 5, BLOCK K, ST. JOSEPH'S	36.6	11.6	25.0	-	-	$ 7,280.00
1230-0100-1700	160	2ND AVENUE SE	17	J	LOT 17, BLOCK J, ST. JOSEPH'S	34.4	11.7	22.7	-	-	$ 6,814.50
1230-0200-0600	165	2ND AVENUE SE	6	K	LOT 6, BLOCK K, ST. JOSEPH'S	98.1	74.5	23.6	-	-	$ 17,993.50

CITY OF DICKINSON - 2026 UTILITY & STREET IMPROVEMENTS PROJECT
SID NO. 202605-01

PARCEL ID	HOUSE #	STREET	LOT	BLOCK	LEGAL DESCRIPTION	REMOVAL OF CONCRETE (SY)	CONCRETE (4")	CONCRETE (6")	CONCRETE (8")	BOULEVARD RESTORATION (SY)	TOTAL ASSESSMENT
1230-0100-1801	170	2ND AVENUE SE	18	J	LOT 18, BLOCK J, ST. JOSEPH'S	13.0	13.0	-	-	-	$ 2,275.00
0660-0000-0502	240	2ND STREET SE	19.52 ACRES 5 LESS..		19.52 ACRES LOT 5 LESS 135' X 300', AUDITOR'S PLAT #9	105.3	105.3	-	-	-	$ 18,427.50
1230-0200-0700	241	2ND STREET SE	7	K	LOT 7, BLOCK K, ST. JOSEPH'S	105.3	84.5	20.8	-	-	$ 19,155.50
1250-0200-0100	330	2ND STREET SE	1	2	LOT 1, BLOCK 2, DINSDALE'S 2ND	107.2	69.4	37.8	-	-	$ 20,083.00
1240-0100-0400	343	2ND STREET SE	4	1	LOT 4, BLOCK 1, DINSDALE'S	96.1	91.4	4.7	-	-	$ 16,982.00
1260-0300-0100	406	2ND STREET SE	LOT 1 & W9' OF VACAT	3	LOT 1 & W9' OF VACATED ALLEY, BLOCK 3, DINSDALE'S 3RD	109.5	73.8	35.7	-	-	$ 20,412.00
1260-0300-0400	432	2ND STREET SE	LOT 4 & E9' OF VACAT	3	LOT 4 & E9' OF VACATED ALLEY & N9' OF VACATED ALLEY, BLOCK 3, DINSDALE'S 3RD	71.7	9.8	61.9	-	-	$ 14,714.00
0662-0000-0700	437	2ND STREET SE	7 OF 8.....		LOT 7 OF LOT 8, AUDITOR'S PLAT #9, SUBDIVISION PART LOT 7, ALL LOT 8	94.1	66.8	27.3	-	-	$ 17,423.00
1260-0300-0500	442	2ND STREET SE	LOT 5 & N9' VACATED	3	LOT 5 & N9' VACATED ALLEY, BLOCK 3, DINSDALE'S 3RD	73.1	12.3	60.8	-	-	$ 14,920.50
1260-0300-0600	452	2ND STREET SE	LOT 6 & N9' VACATED	3	LOT 6 & N9' VACATED ALLEY, BLOCK 3, DINSDALE'S 3RD	57.5	18.1	39.4	-	-	$ 11,441.50
0661-0000-0700	457	2ND STREET SE	7 OF 7.....		LOT 7 OF LOT 7, AUDITOR'S PLAT #9, SUBDIVISION PART LOT 7, ALL LOT 8	118.1	43.2	74.9	-	-	$ 23,289.00
1260-0300-0701	462	2ND STREET SE	LOT 7 LESS SE CORNER	3	LOT 7 LESS SE CORNER, BLOCK 3, DINSDALE'S 3RD, PLUS NW CORNER LOT 7, AUDITOR'S PLAT #9, PLUS W9' & E9' VACATED ALLEY	101.4	22.2	79.2	-	-	$ 20,517.00
1200-0400-0103	17	3RD AVENUE SE	N47' LOT 1, N47' W46	D	N47' LOT 1, N47' W46' LOT 2, BLOCK D, MCDONOUGH'S	19.8	19.8	-	-	-	$ 3,465.00
1200-0400-0102	35	3RD AVENUE SE	M48' LOT 1 & M48' W4	D	M48' LOT 1 & M48' W46' LOT 2, BLOCK D, MCDONOUGH'S	13.1	11.9	1.2	-	-	$ 2,334.50
1200-0400-0101	45	3RD AVENUE SE	S47' LOT 1 & S47' W4	D	S47' LOT 1 & S47' W46' LOT 2, BLOCK D, MCDONOUGH'S	64.8	40.6	24.2	-	-	$ 12,187.00
1230-0200-1100	130	3RD AVENUE SE	11	K	LOT 11, BLOCK K, ST. JOSEPH'S	23.0	9.4	13.6	-	-	$ 4,501.00
1240-0100-0901	135	3RD AVENUE SE	W142' LOT 9,	1	W142' LOT 9, BLOCK 1, DINSDALE'S FIRST	15.0	15.0	-	-	-	$ 2,625.00
1240-0100-0800	141	3RD AVENUE SE	8	1	LOT 8, BLOCK 1, DINSDALE'S 1ST	40.6	16.0	24.6	-	-	$ 7,966.00
1240-0100-0700	147	3RD AVENUE SE	7	1	LOT 7, BLOCK 1, DINSDALE'S 1ST	28.0	11.5	16.5	-	-	$ 5,477.50
1230-0200-1000	148	3RD AVENUE SE	10	K	LOT 10, BLOCK K, ST. JOSEPH'S	33.4	20.5	12.9	-	-	$ 6,296.50
1230-0200-0900	152	3RD AVENUE SE	9	K	LOT 9, BLOCK K, ST. JOSEPH'S	25.9	25.9	-	-	-	$ 4,532.50
1240-0100-0600	153	3RD AVENUE SE	6	1	LOT 6, BLOCK 1, DINSDALE'S 1ST	30.1	11.6	18.5	-	-	$ 5,915.00
1230-0200-0800	162	3RD AVENUE SE	8	K	LOT 8, BLOCK K, ST. JOSEPH'S	24.3	24.3	-	-	-	$ 4,252.50
1240-0100-0500	165	3RD AVENUE SE	5	1	LOT 5, BLOCK 1, DINSDALE'S FIRST	154.1	71.6	82.5	-	-	$ 29,855.00
1190-0400-0502	20	4TH AVENUE SE	S46' LOT 5,	4	S46' LOT 5, BLOCK 4, SOUTH DICKINSON	35.0	22.3	12.7	-	-	$ 6,569.50
1200-0500-0100	27	4TH AVENUE SE	1	E	LOT 1 PLUS 8' VACATED ALLEY, BLOCK E, MCDONOUGH'S	-	-	-	-	-	$ -
1200-0500-0201	35	4TH AVENUE SE	N45.6' LOT 2,	E	N45.6' LOT 2 PLUS 8' VACATED ALLEY, BLOCK E, MCDONOUGH'S	-	-	-	-	-	$ -
1270-0100-0100	105	4TH AVENUE SE	N58' LOT 1	1	N58' LOT 1, BLOCK 1, MARION	56.6	30.9	25.7	-	-	$ 10,804.50
1270-0100-0200	115	4TH AVENUE SE	S7' LOT 1, ALL 2	1	S7' LOT 1, ALL LOT 2, BLOCK 1, MARION	10.9	7.5	3.4	-	-	$ 2,026.50
1270-0100-0300	125	4TH AVENUE SE	3	1	LOT 3, BLOCK 1, MARION	45.4	23.7	21.7	-	-	$ 8,704.50
0650-0000-0900	134	4TH AVENUE SE	E50' S40' 1, ...		E44' S46' LOT 1, S86' LOT 2, AUDITOR'S PLAT #8 & E58' LOT 9, DINSDALES 1ST ADDITION	32.0	29.3	2.7	-	-	$ 5,694.50
1270-0100-0400	135	4TH AVENUE SE	4	1	LOT 4, BLOCK 1, MARION	44.5	16.7	27.8	-	-	$ 8,760.50
1240-0100-0100	140	4TH AVENUE SE	1	1	LOT 1, BLOCK 1, DINSDALE'S 1ST	32.0	13.1	18.9	-	-	$ 6,261.50
1270-0100-0500	145	4TH AVENUE SE	5	1	LOT 5, BLOCK 1, MARION	45.3	18.5	26.8	-	-	$ 8,865.50
1240-0100-0200	146	4TH AVENUE SE	2	1	LOT 2, BLOCK 1, DINSDALE'S	16.7	16.7	-	-	-	$ 2,922.50
1240-0100-0300	154	4TH AVENUE SE	3	1	LOT 3, BLOCK 1, DINSDALE'S	34.8	12.7	22.1	-	-	$ 6,863.50
1270-0100-0600	155	4TH AVENUE SE	6	1	LOT 6, BLOCK 1, MARION	42.2	21.1	21.1	-	-	$ 8,123.50
1270-0100-0700	165	4TH AVENUE SE	7	1	LOT 7, BLOCK 1, MARION	85.6	80.4	5.2	-	-	$ 15,162.00
1250-0200-0200	212	4TH AVENUE SE	2	2	LOT 2, BLOCK 2, DINSDALE'S 2ND	26.6	26.6	-	-	-	$ 4,655.00
1260-0300-0200	213	4TH AVENUE SE	LOT 2, N1/2 LOT 3 &	3	LOT 2, N1/2 LOT 3 & W9' VACATED ALLEY, BLOCK 3, DINSDALE'S 3RD, PLUS 5' X 18' TRACT, AUDITOR'S PLAT #9	24.6	24.6	-	-	-	$ 4,305.00
1250-0200-0300	220	4TH AVENUE SE	3	2	LOT 3, BLOCK 2, DINSDALE'S 2ND	19.2	3.9	15.3	-	-	$ 3,895.50
1250-0200-0400	228	4TH AVENUE SE	4	2	LOT 4, BLOCK 2, DINSDALE'S 2ND	35.2	13.8	21.4	-	-	$ 6,909.00
1250-0200-0500	236	4TH AVENUE SE	5	2	LOT 5, BLOCK 2, DINSDALE'S 2ND	36.6	17.1	19.5	-	-	$ 7,087.50
0660-0000-0702	239	4TH AVENUE SE	PART 7 PLUS.....		PART LOT 7 PLUS 18' X 105' AUDITOR'S PLAT #9, PLUS S1/2 LOT 3, BLOCK 3, DINSDALES 3RD ADDITION	19.6	19.6	-	-	-	$ 3,430.00
1250-0200-0600	244	4TH AVENUE SE	6	2	LOT 6, BLOCK 2, DINSDALE'S 2ND	25.8	15.2	10.6	-	-	$ 4,886.00
0660-0000-0703	249	4TH AVENUE SE	PART 7		PART LOT 7, AUDITOR'S PLAT #9	12.1	7.2	4.9	-	-	$ 2,289.00
1250-0200-0700	252	4TH AVENUE SE	7	2	LOT 7, BLOCK 2, DINSDALE'S 2ND	21.1	21.1	-	-	-	$ 3,692.50
1250-0200-0800	260	4TH AVENUE SE	8	2	LOT 8, BLOCK 2, DINSDALE'S 2ND	36.5	34.8	1.7	-	-	$ 6,447.00
0660-0000-0602	304	4TH AVENUE SE	E51' N150' 6, ...		E51' N150' LOT 6, 24' X 150' LOT 7, AUDITOR'S PLAT #9	31.7	11.6	20.1	-	-	$ 6,251.00
0660-0000-0601	306	4TH AVENUE SE	W100' 6		W100' LOT 6, AUDITOR'S PLAT #9	29.4	16.1	13.3	-	-	$ 5,610.50
1200-0500-0600	30	5TH AVENUE SE	6	E	LOT 6 PLUS 8' VACATED ALLEY, BLOCK E, MCDONOUGH'S	21.2	-	21.2	-	-	$ 4,452.00
1200-0500-0500	36	5TH AVENUE SE	5	E	LOT 5, BLOCK E PLUS 8' VACATED ALLEY, MCDONOUGH'S	23.2	23.2	-	-	-	$ 4,060.00
0661-0000-0100	105	5TH AVENUE SE	1, N8" 2.....		LOT 1, N8' LOT 2, AUDITOR'S PLAT #9, SUBDIVISION PART LOT 7, ALL LOT 8	29.0	3.8	25.2	-	-	$ 5,957.00
0661-0000-0200	121	5TH AVENUE SE	S56' 2, N50' 3...		S56' LOT 2, N50' LOT 3 OF LOT 7, AUDITOR'S PLAT #9, SUBDIVISION PART LOT 7, ALL LOT 8	14.5	12.0	2.5	-	-	$ 2,625.00
0662-0000-0300	124	5TH AVENUE SE	3 OF 8.....		LOT 3 OF LOT 8, AUDITOR'S PLAT #9, SUBDIVISION PART LOT 7, ALL LOT 8	17.8	-	17.8	-	-	$ 3,738.00
0662-0000-0400	134	5TH AVENUE SE	4 OF 8.....		LOT 4 OF LOT 8, AUDITOR'S PLAT #9, SUBDIVISION PART LOT 7, ALL LOT 8	41.5	18.7	22.8	-	-	$ 8,060.50
0661-0000-0300	135	5TH AVENUE SE	S14' 3, N58' 4...		S14' LOT 3, N58' LOT 4 OF LOT 7, AUDITOR'S PLAT #9, SUBDIVISION PART LOT 7, ALL LOT 8	18.8	18.8	-	-	-	$ 3,290.00
0662-0000-0500	144	5TH AVENUE SE	5 OF 8.....		LOT 5 OF LOT 8, AUDITOR'S PLAT #9, SUBDIVISION PART LOT 7, ALL LOT 8	24.9	4.8	20.1	-	-	$ 5,061.00

CITY OF DICKINSON - 2026 UTILITY & STREET IMPROVEMENTS PROJECT
SID NO. 202605-01

PARCEL ID	HOUSE #	STREET	LOT	BLOCK	LEGAL DESCRIPTION	REMOVAL OF CONCRETE (SY)	CONCRETE (4")	CONCRETE (6")	CONCRETE (8")	BOULEVARD RESTORATION (SY)	TOTAL ASSESSMENT
0661-0000-0400	145	5TH AVENUE SE	S6' 4, ALL 5.....		S6' LOT 4, ALL LOT 5 OF LOT 7, AUDITOR'S PLAT #9, SUBDIVISION PART LOT 7, ALL LOT 8	12.9	12.9	-	-	-	$ 2,257.50
0662-0000-0600	154	5TH AVENUE SE	6 OF 8.....		LOT 6 OF LOT 8, AUDITOR'S PLAT #9, SUBDIVISION PART LOT 7, ALL LOT 8	39.0	14.5	24.5	-	-	$ 7,682.50
0661-0000-0600	155	5TH AVENUE SE	6 OF 7.....		LOT 6 OF LOT 7, AUDITOR'S PLAT #9, SUBDIVISION PART LOT 7, ALL LOT 8	41.2	24.5	16.7	-	-	$ 7,794.50
1190-0100-0500	48	EAST BROADWAY	5	1	LOT 5, BLOCK 1, SOUTH DICKINSON	47.7	47.7	-	-	-	$ 8,347.50
1190-0200-0100	104	EAST BROADWAY	1	2	LOT 1, BLOCK 2, SOUTH DICKINSON	75.0	67.6	-	-	7.4	$ 11,941.00
1190-0300-0300	240	EAST BROADWAY	E3' LOT 2, ALL LOTS	3	E3' LOT 2, ALL LOTS 3-7, E3' LOT 8, BLOCK 3, SOUTH DICKINSON	78.7	51.3	-	27.4	-	$ 16,786.50
1190-0400-0100	304	EAST BROADWAY	1	4	LOT 1, BLOCK 4, SOUTH DICKINSON	-	-	-	-	-	$ -
1190-0400-0501	348	EAST BROADWAY	N96' LOT 5,	4	N96' LOT 5, BLOCK 4, SOUTH DICKINSON	60.9	29.2	31.7	-	-	$ 11,767.00
1190-0500-0100	404	EAST BROADWAY	1	5	LOT 1, BLOCK 5, SOUTH DICKINSON	93.0	49.4	43.6	-	-	$ 17,801.00
1190-0500-0500	448	EAST BROADWAY	5	5	LOT 5, BLOCK 5, SOUTH DICKINSON	79.3	53.3	26.0	-	-	$ 14,787.50
1190-0100-0901	41	SOUTH MAIN	S61.2' W3' LOT 9...	1	S61.2' W3' LOT 9, S61.2' LOT 10, BLOCK 1, SOUTH DICKINSON	53.4	24.3	-	-	29.1	$ 4,689.00
1200-0100-0101	109	SOUTH MAIN	N100' LOTS 1 & 2	A	N100' LOTS 1 & 2, BLOCK A, MCDONOUGH'S	30.2	4.8	1.9	23.5	-	$ 7,936.50
					TOTAL ASSESSMENT ITEMS	**6252.8**	**3715.6**	**1812.8**	**272.9**	**451.5**	**$ 1,115,467.00**

APPENDIX C.2

SID NO. 202605-02 DISTRICT MAP, PLAN DRAWINGS AND ASSESSMENT TABLE

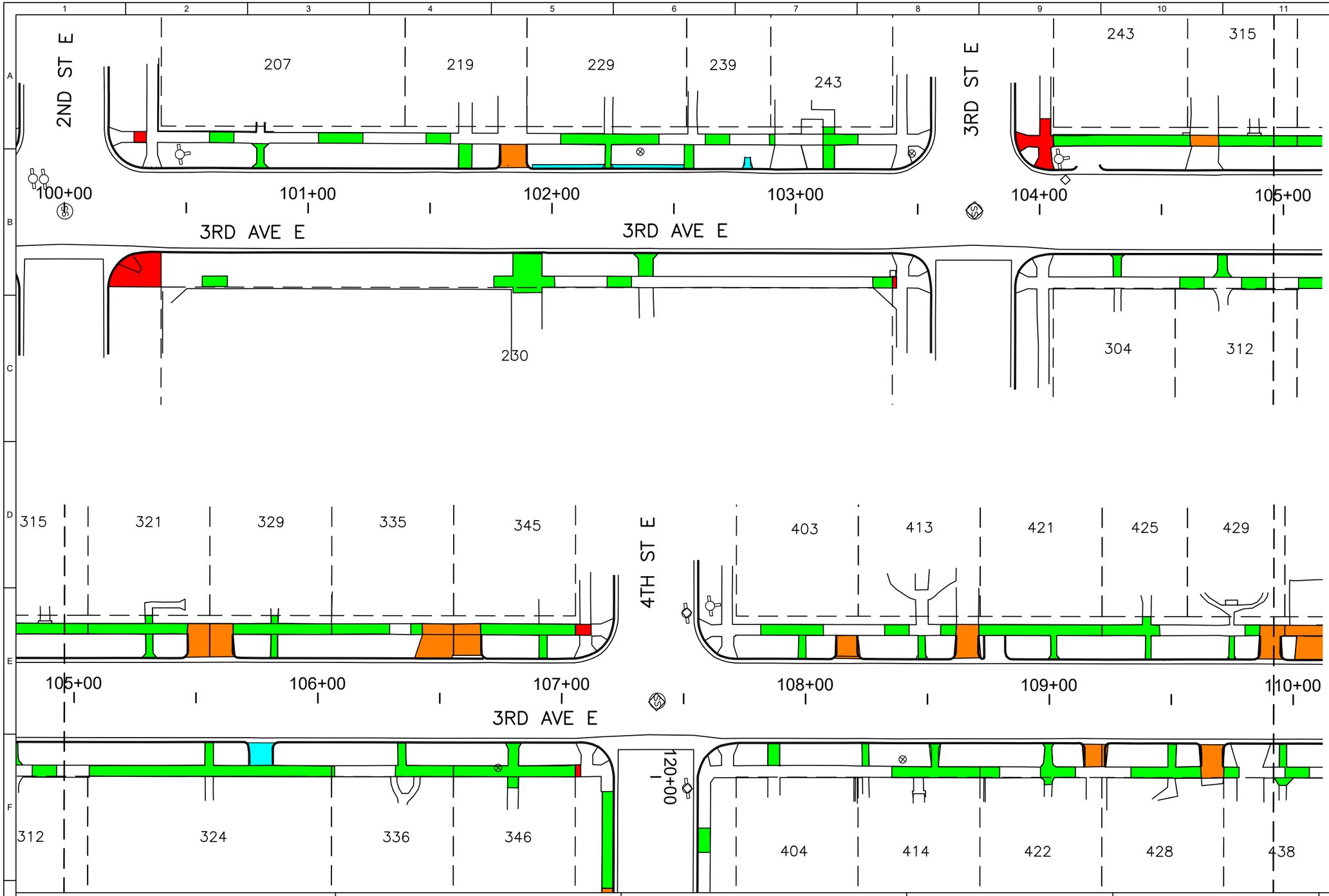
2026 Utility and Street Improvements Project
Special Improvement District No. 202605-2

Legend

Subdivison Name

- DICKINSON ORIGINAL PLAT
- HILLIARD & MANNING FIRST
- HILLIARD & MANNING FOURTH (REPLAT L 4 B 7)
- SID Boundary

7th St E
6th St E
5th St E
4th St E
3rd St E
2nd St E
Dupont St
Colfax St
Belmont St
1st Ave E
2nd Ave E
3rd Ave E
4th Ave E
5th Ave E
Summit Dr
Saint Wenceslaus Parish Office
TRACT OF LAND



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0 20' 40'

SCALE: 1 INCH = 40 FEET

PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS		
Issue #	Description	Date

CITY OF Dickinson North Dakota

2026 UTILITY & STREET IMPROVEMENT PROJECT
SID NO. 202605-02
3RD AVE E
STA: 100+00 TO 110+00

Apex Engineering Group
Bismarck - Detroit Lakes - Dickinson - Fargo - St. Cloud
204 Sims Street, Suite # 201
Dickinson, North Dakota 58601
Office: 701-264-3939
www.apexenggroup.com

Project #: 24.107.0026
Date: November 2025
Drawn By: LF/TS
Checked By: LF/TS
Approved By: SS

Sheet: SID.12

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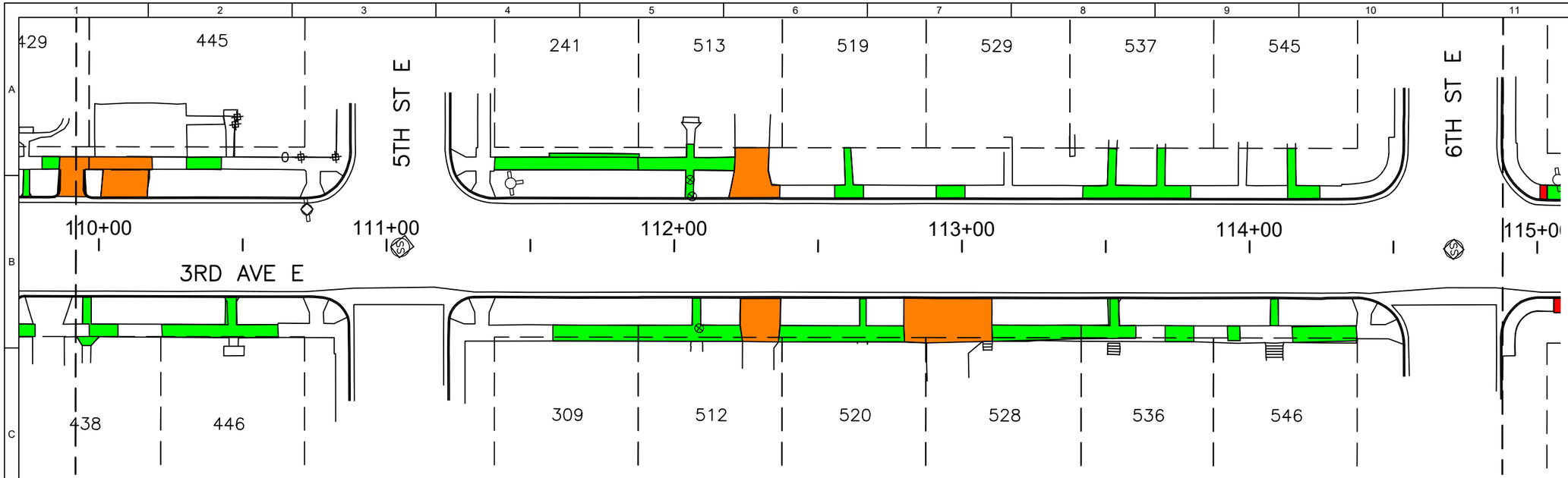

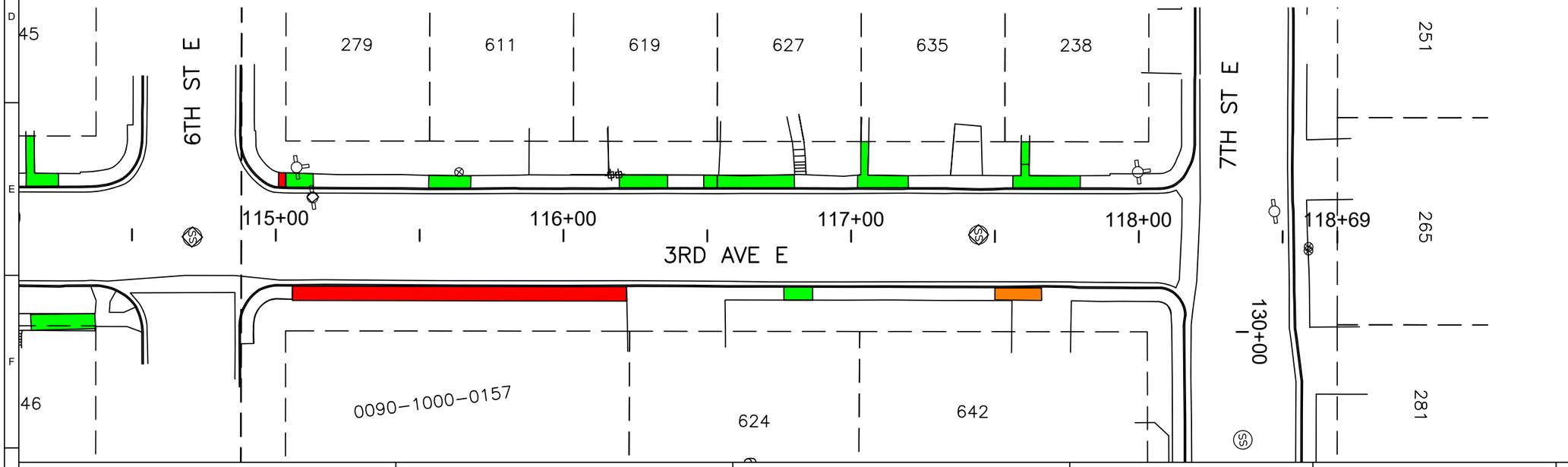

- SID CONCRETE 4"
- SID CONCRETE 6"
- SID CONCRETE 8"
- BOULEVARD RESTORATION
- NON-SID CONCRETE 4"
- NON-SID CONCRETE 8"

N

0 20' 40'

SCALE: 1 INCH = 40 FEET

PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS		
Issue #	Description	Date

CITY OF Dickinson North Dakota

2026 UTILITY & STREET IMPROVEMENT PROJECT
SID NO. 202605-02
3RD AVE E
STA: 110+00 TO 119+00

Apex Engineering Group
Bismarck - Detroit Lakes - Dickinson - Fargo - St. Cloud
204 Sims Street, Suite # 201
Dickinson, North Dakota 58601
Office: 701-264-3939
www.apexenggroup.com

Project #: 24.107.0026
Date: November 2025
Drawn By: LF/TS
Checked By: LF/TS
Approved By: SS

Sheet:
SID.13

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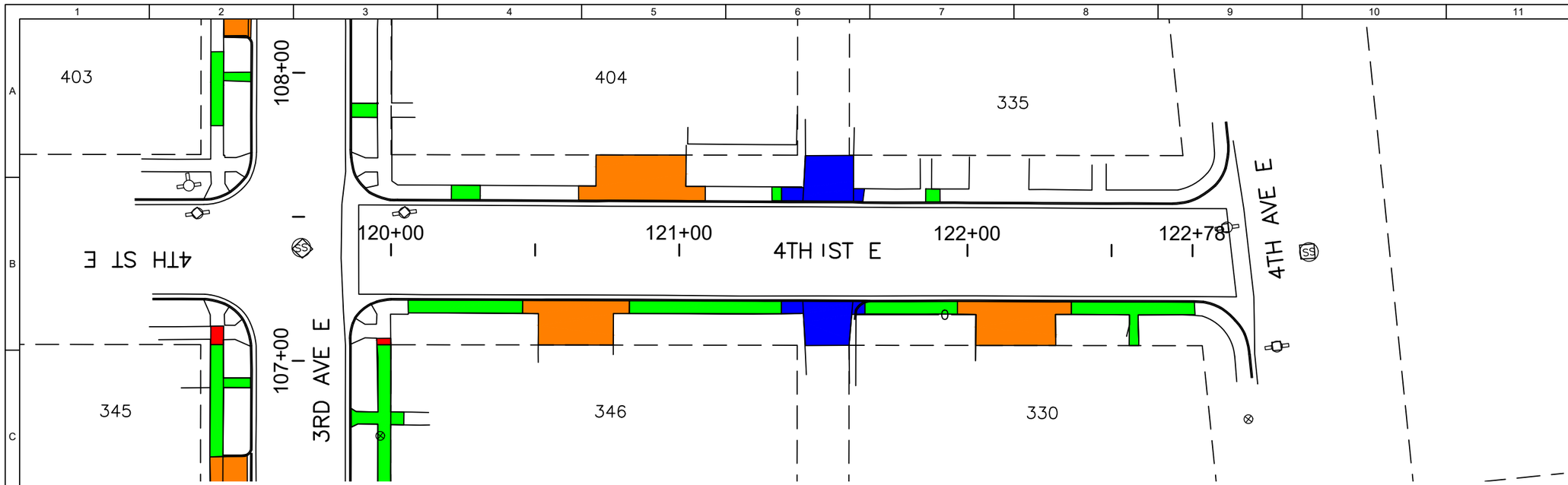
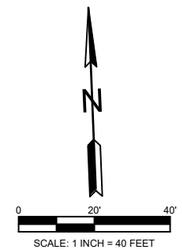




PRELIMINARY
NOT FOR
CONSTRUCTION

REVISIONS		
Issue #	Description	Date

CITY OF Dickinson North Dakota

2026 UTILITY & STREET IMPROVEMENT PROJECT
SID NO. 202605-02
4TH ST E
STA: 120+00 TO 122+78

Apex Engineering Group
Bismarck - Detroit Lakes -
Dickinson - Fargo - St. Cloud
204 Sims Street, Suite # 201
Dickinson, North Dakota 58601
Office: 701-264-3939
www.apexenggroup.com

Project #: 24.107.0026
Date: November 2025
Drawn By: LF/TS
Checked By: LF/TS
Approved By: SS

Sheet:
SID.14
453

CITY OF DICKINSON - 2026 UTILITY & STREET IMPROVEMENTS PROJECT
SID NO. 202605-02

PARCEL ID	PLANNAME	HOUSE #	STREET	LEGAL DESCRIPTION	REMOVAL OF CONCRETE (SY)	CONCRETE (4")	CONCRETE (6")	CONCRETE (8")	BOULEVARD RESTORATION (SY)	TOTAL ASSESSMENT
0090-1000-0157	HILLIARD & MANNING FOURTH (REPLAT L 4 B 7)			LOT 5, BLOCK 10, HILLIARD & MANNING 4TH ADDITION, SUBDIVISION BLOCK 10	-	-	-	-	-	$ -
0010-2000-0900	DICKINSON ORIGINAL PLAT	207	3RD AVENUE E	LOTS 9-12, BLOCK 20, ORIGINAL PLAT	17.7	17.7	-	-	-	$ 3,097.50
0010-2000-0700	DICKINSON ORIGINAL PLAT	219	3RD AVENUE E	LOTS 7 & 8, BLOCK 20, ORIGINAL PLAT	23.3	11.0	12.3	-	-	$ 4,508.00
0010-2000-0500	DICKINSON ORIGINAL PLAT	229	3RD AVENUE E	S15.6' LOT 4, ALL LOTS 5 & 6, BLOCK 20, ORIGINAL PLAT	31.7	21.9	-	-	9.8	$ 3,979.50
0010-2100-0000	DICKINSON ORIGINAL PLAT	230	3RD AVENUE E	BLOCK 21, ORIGINAL PLAT	48.5	48.5	-	-	-	$ 8,487.50
0010-2000-0300	DICKINSON ORIGINAL PLAT	239	3RD AVENUE E	LOT 3, N9.5' LOT 4, BLOCK 20, ORIGINAL PLAT	10.5	9.0	-	-	1.5	$ 1,597.50
0010-2000-0101	DICKINSON ORIGINAL PLAT	243	3RD AVENUE E	E86' LOTS 1 & 2, BLOCK 20, ORIGINAL PLAT	14.7	14.7	-	-	-	$ 2,572.50
0010-2200-0700	DICKINSON ORIGINAL PLAT	304	3RD AVENUE E	LOT 7, BLOCK 22, ORIGINAL PLAT	3.5	3.5	-	-	-	$ 612.50
0010-2200-0800	DICKINSON ORIGINAL PLAT	312	3RD AVENUE E	LOT 8, BLOCK 22, ORIGINAL PLAT	15.6	15.6	-	-	-	$ 2,730.00
0010-2300-0501	DICKINSON ORIGINAL PLAT	315	3RD AVENUE E	N45' LOT 5, BLOCK 23, ORIGINAL PLAT	21.5	15.7	5.8	-	-	$ 3,965.50
0010-2300-0400	DICKINSON ORIGINAL PLAT	321	3RD AVENUE E	LOT 4, BLOCK 23, ORIGINAL PLAT	38.3	24.1	14.2	-	-	$ 7,199.50
0010-2200-0900	DICKINSON ORIGINAL PLAT	324	3RD AVENUE E	LOTS 9 & 10, BLOCK 22, ORIGINAL PLAT	64.2	53.4	-	-	10.8	$ 9,507.00
0010-2300-0300	DICKINSON ORIGINAL PLAT	329	3RD AVENUE E	LOT 3, BLOCK 23, ORIGINAL PLAT	38.8	23.9	14.9	-	-	$ 7,311.50
0010-2300-0200	DICKINSON ORIGINAL PLAT	335	3RD AVENUE E	LOT 2, BLOCK 23, ORIGINAL PLAT	35.0	13.7	21.3	-	-	$ 6,870.50
0010-2200-1100	DICKINSON ORIGINAL PLAT	336	3RD AVENUE E	LOT 11, BLOCK 22, ORIGINAL PLAT	16.1	16.1	-	-	-	$ 2,817.50
0010-2300-0101	DICKINSON ORIGINAL PLAT	345	3RD AVENUE E	E1/2 LOT 1, BLOCK 23, ORIGINAL PLAT	39.4	23.2	16.2	-	-	$ 7,462.00
0010-2200-1200	DICKINSON ORIGINAL PLAT	346	3RD AVENUE E	LOT 12, BLOCK 22, ORIGINAL PLAT	128.5	78.2	50.3	-	-	$ 24,248.00
0010-3400-0602	DICKINSON ORIGINAL PLAT	403	3RD AVENUE E	E98' LOT 6, BLOCK 34, ORIGINAL PLAT	26.0	15.8	10.2	-	-	$ 4,907.00
0010-3500-0700	DICKINSON ORIGINAL PLAT	404	3RD AVENUE E	LOT 7, BLOCK 35, ORIGINAL PLAT	74.1	12.3	61.8	-	-	$ 15,130.50
0010-3400-0500	DICKINSON ORIGINAL PLAT	413	3RD AVENUE E	LOT 5, BLOCK 34, ORIGINAL PLAT	26.6	11.3	15.3	-	-	$ 5,190.50
0010-3500-0800	DICKINSON ORIGINAL PLAT	414	3RD AVENUE E	LOT 8, BLOCK 35, ORIGINAL PLAT	24.8	24.8	-	-	-	$ 4,340.00
0010-3400-0400	DICKINSON ORIGINAL PLAT	421	3RD AVENUE E	LOT 4, BLOCK 34, ORIGINAL PLAT	27.6	27.6	-	-	-	$ 4,830.00
0010-3500-0900	DICKINSON ORIGINAL PLAT	422	3RD AVENUE E	LOT 9, BLOCK 35, ORIGINAL PLAT	23.9	15.9	8.0	-	-	$ 4,462.50
0010-3400-0300	DICKINSON ORIGINAL PLAT	425	3RD AVENUE E	S35' LOT 3, BLOCK 34, ORIGINAL PLAT	15.4	15.4	-	-	-	$ 2,695.00
0010-3500-1000	DICKINSON ORIGINAL PLAT	428	3RD AVENUE E	LOT 10, BLOCK 35, ORIGINAL PLAT	35.2	18.1	17.1	-	-	$ 6,758.50
0010-3400-0200	DICKINSON ORIGINAL PLAT	429	3RD AVENUE E	S1/2 LOT 2, N15' LOT 3, BLOCK 34, ORIGINAL PLAT	20.2	5.2	15.0	-	-	$ 4,060.00
0010-3500-1100	DICKINSON ORIGINAL PLAT	438	3RD AVENUE E	LOT 11, BLOCK 35, ORIGINAL PLAT	12.9	12.9	-	-	-	$ 2,257.50
0010-3400-0101	DICKINSON ORIGINAL PLAT	445	3RD AVENUE E	E1/2 LOT 1, E1/2 N1/2 LOT 2, BLOCK 34, ORIGINAL PLAT	33.6	5.8	27.8	-	-	$ 6,853.00
0010-3500-1200	DICKINSON ORIGINAL PLAT	446	3RD AVENUE E	LOT 12, BLOCK 35, ORIGINAL PLAT	24.2	24.2	-	-	-	$ 4,235.00
0010-3600-0500	DICKINSON ORIGINAL PLAT	512	3RD AVENUE E	LOT 5, BLOCK 36, ORIGINAL PLAT	47.8	25.1	22.7	-	-	$ 9,159.50
0010-3700-0500	DICKINSON ORIGINAL PLAT	513	3RD AVENUE E	LOT 5, BLOCK 37, ORIGINAL PLAT	47.2	21.1	26.1	-	-	$ 9,173.50
0010-3700-0400	DICKINSON ORIGINAL PLAT	519	3RD AVENUE E	LOT 4, BLOCK 37, ORIGINAL PLAT	8.7	8.7	-	-	-	$ 1,522.50
0010-3600-0600	DICKINSON ORIGINAL PLAT	520	3RD AVENUE E	LOT 6, BLOCK 36, ORIGINAL PLAT	29.8	29.8	-	-	-	$ 5,215.00
0010-3600-0700	DICKINSON ORIGINAL PLAT	528	3RD AVENUE E	LOT 7, S4' LOT 8, BLOCK 36, ORIGINAL PLAT	69.7	17.8	51.9	-	-	$ 14,014.00
0010-3700-0300	DICKINSON ORIGINAL PLAT	529	3RD AVENUE E	LOT 3, BLOCK 37, ORIGINAL PLAT	4.9	4.9	-	-	-	$ 857.50
0010-3600-0800	DICKINSON ORIGINAL PLAT	536	3RD AVENUE E	N46' LOT 8, BLOCK 36, ORIGINAL PLAT	19.9	19.9	-	-	-	$ 3,482.50
0010-3700-0200	DICKINSON ORIGINAL PLAT	537	3RD AVENUE E	LOT 2, BLOCK 37, ORIGINAL PLAT	26.8	26.8	-	-	-	$ 4,690.00
0010-3700-0100	DICKINSON ORIGINAL PLAT	545	3RD AVENUE E	LOT 1, BLOCK 37, ORIGINAL PLAT	9.9	9.9	-	-	-	$ 1,732.50
0010-3600-0900	DICKINSON ORIGINAL PLAT	546	3RD AVENUE E	LOT 9, BLOCK 36, ORIGINAL PLAT	18.6	18.6	-	-	-	$ 3,255.00
0060-0700-0500	HILLIARD & MANNING FIRST	611	3RD AVENUE E	LOT 5, BLOCK 7, HILLIARD & MANNING ADDITION	7.0	7.0	-	-	-	$ 1,225.00
0060-0700-0400	HILLIARD & MANNING FIRST	619	3RD AVENUE E	LOT 4, BLOCK 7, HILLIARD & MANNING ADDITION	10.7	10.7	-	-	-	$ 1,872.50
0090-1000-0156	HILLIARD & MANNING FOURTH (REPLAT L 4 B 7)	624	3RD AVENUE E	LOT 4, BLOCK 10, HILLIARD & MANNING 4TH ADDITION, SUBDIVISION BLOCK 10	5.0	5.0	-	-	-	$ 875.00
0060-0700-0300	HILLIARD & MANNING FIRST	627	3RD AVENUE E	LOT 3, BLOCK 7, HILLIARD & MANNING ADDITION	13.2	13.2	-	-	-	$ 2,310.00
0060-0700-0200	HILLIARD & MANNING FIRST	635	3RD AVENUE E	LOT 2, BLOCK 7, HILLIARD & MANNING ADDITION	11.8	11.8	-	-	-	$ 2,065.00
0090-1000-0153	HILLIARD & MANNING FOURTH (REPLAT L 4 B 7)	642	3RD AVENUE E	LOT 1, BLOCK 10, HILLIARD & MANNING 4TH ADDITION, SUBDIVISION BLOCK 10	7.7	-	7.7	-	-	$ 1,617.00
0010-2300-0600	DICKINSON ORIGINAL PLAT	243	3RD STREET E	S5' LOT 5, ALL LOT 6, BLOCK 23, ORIGINAL PLAT	28.8	28.8	-	-	-	$ 5,040.00
0010-2200-0100	DICKINSON ORIGINAL PLAT	330	4TH STREET E	LOT 1, BLOCK 22, ORIGINAL PLAT	93.1	40.5	52.6	-	-	$ 18,133.50
0010-3500-0600	DICKINSON ORIGINAL PLAT	335	4TH STREET E	LOTS 5 & 6, BLOCK 35, ORIGINAL PLAT	2.5	2.5	-	-	-	$ 437.50
0010-3700-0600	DICKINSON ORIGINAL PLAT	241	5TH STREET E	LOT 6, BLOCK 37, ORIGINAL PLAT	29.0	29.0	-	-	-	$ 5,075.00
0010-3600-0400	DICKINSON ORIGINAL PLAT	309	5TH STREET E	LOT 4, BLOCK 36, ORIGINAL PLAT	18.1	18.1	-	-	-	$ 3,167.50
0060-0700-0600	HILLIARD & MANNING FIRST	279	6TH STREET E	LOT 6, BLOCK 7, HILLIARD & MANNING ADDITION	5.2	5.2	-	-	-	$ 910.00
0060-0700-0100	HILLIARD & MANNING FIRST	238	7TH STREET E	LOT 1, BLOCK 7, HILLIARD & MANNING ADDITION	15.0	15.0	-	-	-	$ 2,625.00
				TOTAL ASSESSMENT ITEMS	**1422.2**	**948.9**	**451.2**	**-**	**22.1**	**$ 261,141.00**

RESOLUTION NO. – 2026

A RESOLUTION DETERMINING WRITTEN PROTESTS TO THE 2026 UTILITY & STREET IMPROVEMENT PROJECT SPECIAL IMPROVEMENT DISTRICT NO. 202605-1 DIRECTING THE FILING OF AN ENGINEER'S REPORT REGARDING THE SAME, AND DECLARING THAT IT IS NECESSARY TO MAKE THE IMPROVEMENTS DESCRIBED THEREIN.

WHEREAS, on the 16th day of December, 2025, the Board of City Commissioners of the City of Dickinson adopted Resolution No. 59-2025, creating the 2026 Utility & Street Improvement Project Special Improvement District No. 202605-1; and

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

1. The City of Dickinson hereby creates the 2026 Utility & Street Improvement Project Special Improvement District No. 202605-1. Such special assessment improvement district shall include the following:

LOTS 1-7 OF LOT 7, AUDITOR'S PLAT #9, SUBDIVISION PART LOT 7, ALL LOT 8
LOTS 1-7 OF LOT 8, AUDITOR'S PLAT #9, SUBDIVISION PART LOT 7, ALL LOT 8
ALL OF AUDITOR'S PLAT #8
ALL OF AUDITOR'S PLAT #9 EXCLUDING LOTS 1-4
LOTS 1-8 AND W142' LOT 9, BLOCK 1, DINSDALE'S FIRST
LOTS 1-8, BLOCK 2, DINSDALE'S SECOND
LOTS 1-7 PLUS VACATED ALLEY, BLOCK 3, DINSDALE'S THIRD
LOTS 1-7, BLOCK 1, MARION
N100' LOTS 1 & 2 AND LOTS 3-6, BLOCK A, MCDONOUGH'S
LOTS 7-12, BLOCK B, MCDONOUGH'S
LOTS 1-6, BLOCK D, MCDONOUGH'S
LOTS 1-6, BLOCK E, MCDONOUGH'S
LOTS 1-8 AND W70' LOT 9 , BLOCK F, MCDONOUGH'S SECOND
LOTS 5-9 AND S61.2' LOT 10, BLOCK 1, SOUTH DICKINSON
LOTS 1 AND 5-10, BLOCK 2, SOUTH DICKINSON
ALL OF BLOCK 3, SOUTH DICKINSON, EXCLUDING LOT E3' LOT 1, W57' LOT 2
LOTS 1 AND 5, BLOCK 4, SOUTH DICKINSON
LOTS 1 AND 5, BLOCK 5, SOUTH DICKINSON
LOTS 10-18, BLOCK J, ST. JOSEPH'S
LOTS 1-11, BLOCK K, ST. JOSEPH'S

2. Pursuant to N.D.C.C. § 40-22-19, the Board of City Commissioners hereby directs the advertisement of bids for the 2026 Utility & Street Improvement Project.

3. Pursuant to NDCC 40-22-10, the Board of City Commissioners hereby directed its municipal engineering consultant to prepare a report as to the general nature, purpose, and feasibility of the proposed improvement and an estimate of the probable cost of the improvement, including: (1) a separate statement of the estimated cost of the work for which proposals must be advertised under NDCC Section 40-22-19; and (2) a separate statement of all other items of estimated cost not included under subsection (1) which are anticipated to be included in the cost of the improvement under NDCC Sections 40-23-05 and 40-23.1-04. Such engineer's report has been received by the City and is hereby approved.

4. Pursuant to N.D.C.C. § 40-22-09 and 40-22-16,, the Board of City Commissioners also hereby finds that total of the present and likely future benefits of the project exceed the total cost of the project. The portion of the benefits of the project received by the City and the general public at large is 85% and the portion that specifically benefits the property in the district is 15%.

5. Pursuant to N.D.C.C. § 40-22-18, the City of Dickinson received 0 protests for a total of 0.00% of the total area within the special improvement district being protested.

6. Pursuant to N.D.C.C. § 40-22-19, the Board of City Commissioners also hereby finds the proposed assessments for each lot and parcel are necessary to pay that parcel's just proportion of the total cost of such work, finding that such proposed assessments do not exceed the benefits to each lot, and recommending said assessments to the City Commission for approval.

7. The Board of City Commissioners hereby declares that it is necessary to make the improvements described in the engineer's report. The engineer's report and a map of the City showing the proposed improvement district is attached hereto and incorporated herein by reference.

8. The Board of City Commissioners hereby declares the interest rate for this proposed improvement district to be 4.1%, and the term of payment for the proposed improvement district to be 10 years.

Dated this ____ day of January, 2026.

_____
Scott Decker, President
Board of City Commissioners

ATTEST:

_____
Dustin Dassinger
Dickinson City Administrator

CITY OF Dickinson North Dakota | ENGINEERING

Memorandum

Date: 10/31/2024
Author: Josh Skluzacek

RE: Concrete Repair and Removal Standard Operating Procedure for Projects

Remarks

The following guidelines are used for determining concrete replacements in projects where concrete improvements are assessed back to the adjacent landowner. Concrete meeting any of the following conditions is to be marked for replacement. These standards are intended to follow ASTM D6433 when determining the types and severity of distresses

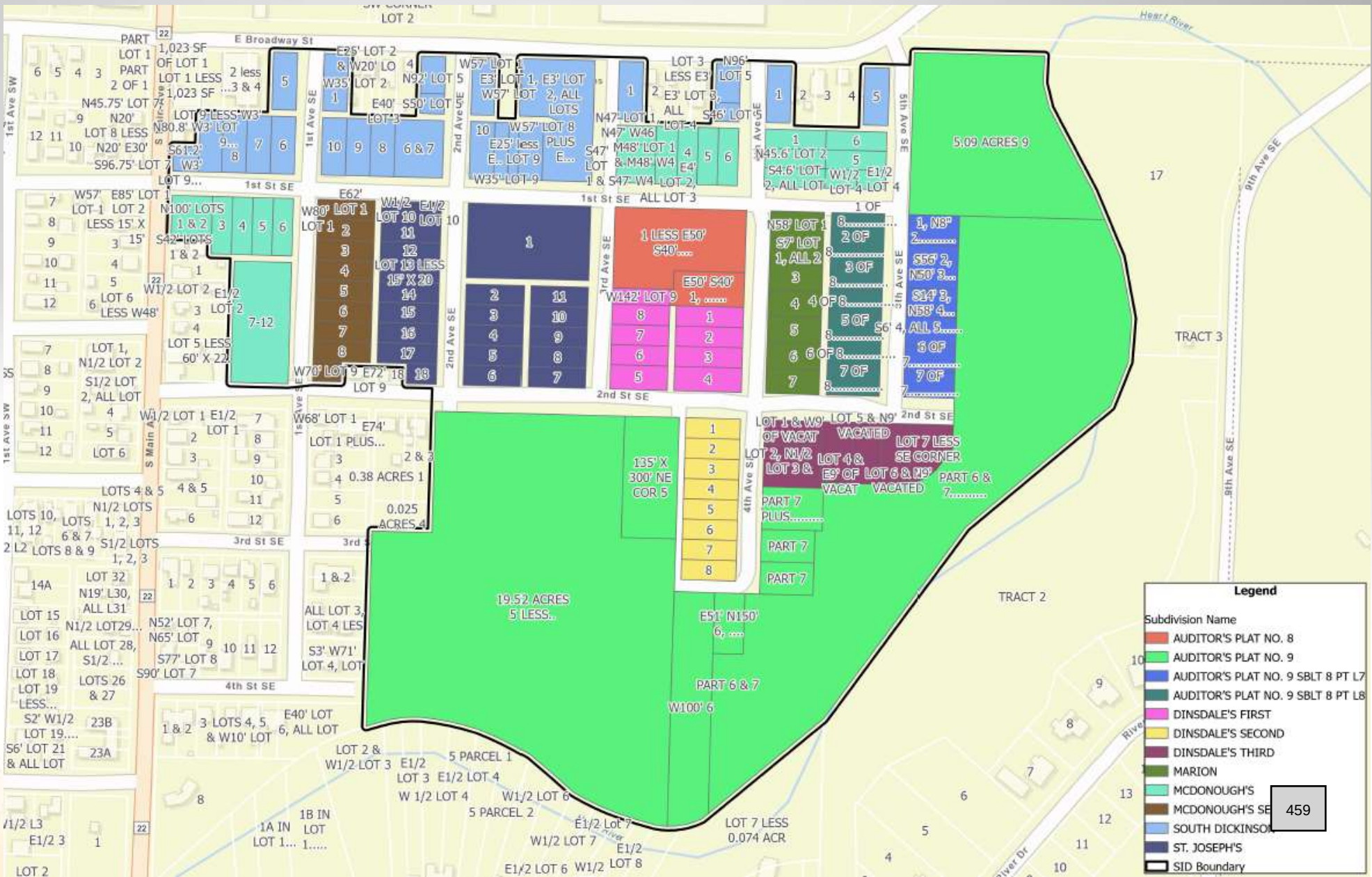
- Distress Types Requiring Replacement
  - Cracking
    - Uncontrolled cracks that have separated by more than 0.25-inchs or have a horizontal offset of greater than 0.5-inches. Additionally, cracks that are starting to experience chipping along the length of the cracks.
    - Concrete has multiple cracks, including a single longitudinal separating crack.
    - A minimum of 2 five-foot-long panels may left in place between panels that are designated for removal
    - A route and seal of all cracks being less than defined above shall be utilized. Five or more cracks in a single segment of curb and gutter is to be replaced. Three or more cracks in a single panel of sidewalk is to be replaced.
  - Spalling and Pop-outs
    - Concrete with 25% or more spalling/scaling.
    - Pop-outs that cover more than 25% of the surface and result in an uneven surface or are extremely unsightly.
    - Spalling and pop-outs greater than 0.25-inches deep and 9-square inches or more shall be repaired. No vertical face spall repairs are allowed.
    - If the spalling and pop-out depth is great than 1/3 of the concrete thickness, the concrete shall be replaced and not repaired.
  - Damaged (Blow up, Corner Break, Divided Slab, Faulting)
    - Damaged concrete that has any deficiencies listed above shall be removed.
    - Use engineering judgement to determine if curb and gutter with minor snowplow damage without drainage concerns may be left in place. In general

curb and gutter having a “snow plow chip greater than .5” deep or over 18 square inches in area shall be replaced.

- ADA Compliance
  - Sidewalk panels with greater than 0.25-inch vertical edge is considered a tripping hazard; typically, the panel that has settled is replaced.
  - If pedestrian ramp is not present at an intersection, ADA ramps shall be installed. Two sidewalk panels are typically removed for the ramp on a relatively flat grade. Use engineering judgment and follow ADA guidelines in areas with steep grades.
  - If pedestrian ramps are present, ramps are left in place if in good condition and do not otherwise warrant replacement.
  - If the sidewalk or driveway has more than a 2% cross slope section should be replaced. This may not be economically possible or require going off the Right of Way. Use judgement to validity.
- Drainage Issues
  - Concrete that is settled and holding water or causing a lack of drainage flow on the pavement.
  - Curb and gutter radii where new valley gutters are proposed.
  - Sidewalk and curb & gutter where trench drains are required.
  - Concrete that has had elevations impacted by tree roots.
- Designed Changes to Curb and Gutter
  - If there is a grade change required to provide positive drainage or improve a vertical or horizontal curve, these changes are not to be special assessed to the property owners.

Note: In some instances, there may be longer stretches of concrete replacement with one sidewalk panel or curb section that is questionable. In these cases, use engineering judgement to determine if the entire length should be replaced. i.e. saving segments of 5-feet or less should be considered from a constructability standpoint.

2026 Utility & Street Improvement SID 202605-1



CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota

ENGINEERING MEMORANDUM

January 15, 2026

RE: January 20th City Commission Meeting

2026 UTILITY & STREET IMPROVEMENT PROJECT SID PROTEST DETERMINATION – 202605-2

For your consideration is a resolution to determine the protests for the 2026 Utility and Street Improvement project (City Project Number 202605) Special Improvement District (SID) number 202605-2. The resolution to establish the SID was approved at the December 16, 2025 City Commission meeting. The SID, watermain replacement, and paving portion of the project will be paid for with several different funds which are included in the 2026 capital improvement project budget. The interest rate is proposed to be 4.1% which was the average daily 10-year Treasury Yield interest rate for the month of September 2025.

The protest period for the project, as required by North Dakota Century Code, ended at 8:00 AM Mountain Time on Tuesday January 20, 2026. A total number and overall percental of the protests are provided below. These protests did not meet the statutory requirement to bar the City of Dickinson from proceeding with the special improvement project.

- Total Area of Protests = 0.58 Acres
- Total Area in the SID = 10.52 Acres
- Area Percentage = 5.51%
- Total Number of Protests = 3
- Total Properties in the SID = 51
- Properties Percentage = 5.88%

The project benefits are listed below:

- The streets, curb and gutter, and sidewalks need repairs. Several of the sidewalks are not ADA compliant. These improvements will ensure safe pedestrian walkability and access throughout the neighborhood. The street improvements will extend the life expectancy of the roadways and will reduce maintenance costs for the City of Dickinson. Further explanation of the benefits of the project are noted in the PER.
- Approximately 11 blocks of watermains are 6-inch cast iron and one block is 6-inch asbestos concrete watermain. These mains are the most frequent material to break. The mains are often corroded, filled with mineral deposits, cause water color issues, and lack sufficient flow to meet fire flow requirements.
- There are multiple lead services lines that will be replaced from the watermain all the way to the meter in the building and will be paid for 100% by the City of Dickinson. The lead service lines replacements will ensure safe drinking water.

Construction for this project is scheduled for the summer of 2026, with the bid opening anticipated for February 2026. The preliminary opinion of construction cost for the street improvement portion of the

project that will be included in the Special Improvement District is $261,141.00 as specified in the PER vs. the total project cost estimate for this scope of work being $9.11 million. The assessment amount for each property will be included in property taxes and paid back over 10 years at an interest rate of 4.1%. Those who pay their assessments in full by October 1, 2027, will not be charged interest or penalties.

If this resolution is approved by the City Commission, engineering staff will proceed with finalizing the project plans and specification, and the project will be put out to bid.

The City Engineering staff recommends approval.

CITY OF Dickinson North Dakota | ENGINEERING

Memorandum

Date: 10/31/2024
Author: Josh Skluzacek

RE: Concrete Repair and Removal Standard Operating Procedure for Projects

Remarks

The following guidelines are used for determining concrete replacements in projects where concrete improvements are assessed back to the adjacent landowner. Concrete meeting any of the following conditions is to be marked for replacement. These standards are intended to follow ASTM D6433 when determining the types and severity of distresses

- Distress Types Requiring Replacement
  - Cracking
    - Uncontrolled cracks that have separated by more than 0.25-inchs or have a horizontal offset of greater than 0.5-inches. Additionally, cracks that are starting to experience chipping along the length of the cracks.
    - Concrete has multiple cracks, including a single longitudinal separating crack.
    - A minimum of 2 five-foot-long panels may left in place between panels that are designated for removal
    - A route and seal of all cracks being less than defined above shall be utilized. Five or more cracks in a single segment of curb and gutter is to be replaced. Three or more cracks in a single panel of sidewalk is to be replaced.
  - Spalling and Pop-outs
    - Concrete with 25% or more spalling/scaling.
    - Pop-outs that cover more than 25% of the surface and result in an uneven surface or are extremely unsightly.
    - Spalling and pop-outs greater than 0.25-inches deep and 9-square inches or more shall be repaired. No vertical face spall repairs are allowed.
    - If the spalling and pop-out depth is great than 1/3 of the concrete thickness, the concrete shall be replaced and not repaired.
  - Damaged (Blow up, Corner Break, Divided Slab, Faulting)
    - Damaged concrete that has any deficiencies listed above shall be removed.
    - Use engineering judgement to determine if curb and gutter with minor snowplow damage without drainage concerns may be left in place. In general

curb and gutter having a “snow plow chip greater than .5” deep or over 18 square inches in area shall be replaced.

- ADA Compliance
    - Sidewalk panels with greater than 0.25-inch vertical edge is considered a tripping hazard; typically, the panel that has settled is replaced.
    - If pedestrian ramp is not present at an intersection, ADA ramps shall be installed. Two sidewalk panels are typically removed for the ramp on a relatively flat grade. Use engineering judgment and follow ADA guidelines in areas with steep grades.
    - If pedestrian ramps are present, ramps are left in place if in good condition and do not otherwise warrant replacement.
    - If the sidewalk or driveway has more than a 2% cross slope section should be replaced. This may not be economically possible or require going off the Right of Way. Use judgement to validity.
- Drainage Issues
    - Concrete that is settled and holding water or causing a lack of drainage flow on the pavement.
    - Curb and gutter radii where new valley gutters are proposed.
    - Sidewalk and curb & gutter where trench drains are required.
    - Concrete that has had elevations impacted by tree roots.
- Designed Changes to Curb and Gutter
    - If there is a grade change required to provide positive drainage or improve a vertical or horizontal curve, these changes are not to be special assessed to the property owners.

Note: In some instances, there may be longer stretches of concrete replacement with one sidewalk panel or curb section that is questionable. In these cases, use engineering judgement to determine if the entire length should be replaced. i.e. saving segments of 5-feet or less should be considered from a constructability standpoint.

RESOLUTION NO. – 2026

A RESOLUTION DETERMINING WRITTEN PROTESTS TO THE 2026 UTILITY & STREET IMPROVEMENT PROJECT SPECIAL IMPROVEMENT DISTRICT NO. 202605-2 DIRECTING THE FILING OF AN ENGINEER'S REPORT REGARDING THE SAME, AND DECLARING THAT IT IS NECESSARY TO MAKE THE IMPROVEMENTS DESCRIBED THEREIN.

WHEREAS, on the 16th day of December, 2025, the Board of City Commissioners of the City of Dickinson adopted Resolution No. 60-2025, creating the 2026 Utility & Street Improvement Project Special Improvement District No. 202605-2; and

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

1. The City of Dickinson hereby creates the 2026 Utility & Street Improvement Project Special Improvement District No. 202605-2. Such special assessment improvement district shall include the following:

LOTS 1-6, BLOCK 7, HILLIARD & MANNING ADDITION
LOTS 1, 4, AND 5, BLOCK 10, HILLIARD & MANNING 4TH ADDITION, SUBDIVISION BLOCK 10
E86' LOTS 1 & 2 AND LOTS 3-12 BLOCK 20, ORIGINAL PLAT
BLOCK 21, ORIGINAL PLAT
LOTS 1 AND 7-12, BLOCK 22, ORIGINAL PLAT
E1/2 LOT 1 AND LOTS 2-6, BLOCK 23, ORIGINAL PLAT
LOTS 1-6, BLOCK 34, ORIGINAL PLAT, EXCLUDING W1/2 LOT 1, N1/2 W1/2 LOT 2 AND W43' LOT 6
LOTS 5-12, BLOCK 35, ORIGINAL PLAT
LOTS 4-9, BLOCK 36, ORIGINAL PLAT
LOTS 1-6, BLOCK 37, ORIGINAL PLAT

2. Pursuant to N.D.C.C. § 40-22-19, the Board of City Commissioners hereby directs the advertisement of bids for the 2026 Utility & Street Improvement Project.

3. Pursuant to NDCC 40-22-10, the Board of City Commissioners hereby directed its municipal engineering consultant to prepare a report as to the general nature, purpose, and feasibility of the proposed improvement and an estimate of the probable cost of the improvement, including: (1) a separate statement of the estimated cost of the work for which proposals must be advertised under NDCC Section 40-22-19; and (2) a separate statement of all other items of estimated cost not included under subsection (1) which are anticipated to be included in the cost of the improvement under NDCC Sections 40-23-05 and 40-23.1-04. Such engineer's report has been received by the City and is hereby approved.

4. Pursuant to N.D.C.C. § 40-22-09 and 40-22-16,, the Board of City Commissioners also hereby finds that total of the present and likely future benefits of the project exceed the total cost of the project. The portion of the benefits of the project received by the City and the general public at large is 85% and the portion that specifically benefits the property in the district is 15%.

5. Pursuant to N.D.C.C. § 40-22-18, the City of Dickinson received 3 protests for a total of 5.51% of the total area within the special improvement district being protested.

6. Pursuant to N.D.C.C. § 40-22-19, the Board of City Commissioners also hereby finds the proposed assessments for each lot and parcel are necessary to pay that parcel's just proportion of the total cost of such work, finding that such proposed assessments do not exceed the benefits to each lot, and recommending said assessments to the City Commission for approval.

7. The Board of City Commissioners hereby declares that it is necessary to make the improvements described in the engineer's report. The engineer's report and a map of the City showing the proposed improvement district is attached hereto and incorporated herein by reference.

8. The Board of City Commissioners hereby declares the interest rate for this proposed improvement district to be 4.1%, and the term of payment for the proposed improvement district to be 10 years.

Dated this ____ day of January, 2026.

_____
Scott Decker, President
Board of City Commissioners

ATTEST:

_____
Dustin Dassinger
Dickinson City Administrator

2026 Utility & Street Improvement SID 202605-2

CITY OF Dickinson North Dakota

Apex Engineering Group

Water | Transportation| Municipal | Facilities

Preliminary Engineering Report

2026 Utility & Street Improvement Project

Special Improvement Districts No. 202605-01 & 202605-02

CITY OF Dickinson North Dakota

Apex Engineering Group

Water | Transportation| Municipal | Facilities

Preliminary Engineering Report

2026 Utility and Street Improvement Project

Special Improvement Districts 202605-01 & 202605-02

City of Dickinson Project No. CIP 202605
Apex Project Number 22.107.0010

Certification

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of North Dakota.

REGISTERED PROFESSIONAL ENGINEER
SCOTT M. SCHNEIDER
PE-5347
DATE 11-24-2025
NORTH DAKOTA

Signature

Scott M. Schneider
Typed or Printed Name

Date

PE-5347
License Number

November 2025
Apex Engineering Group, Inc.
204 Sims St. – Suite 201
Dickinson, ND 58601

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APPENDIX B - OPINION OF PROBABLE CONSTRUCTION COST
APPENDIX C.1 - SID NO. 202605-01 DISTRICT MAP, PLAN DRAWINGS AND ASSESSMENT TABLE
APPENDIX C.2 - SID NO. 202605-02 DISTRICT MAP, PLAN DRAWINGS AND ASSESSMENT TABLE

1.01 PROJECT BACKGROUND

This Special Improvement Districts (SID) 202605-01 and 202605-02 are proposed to be constructed as part of the 2026 Utility and Street Improvement Project identified as City of Dickinson Project Number 202605. The project is included in the City's 2026 budget.

1.02 PROPOSED PROJECT IMPROVEMENTS AND PROJECT LIMITS

The 2026 Improvement Project will be constructed on the following streets:

- SE Area (202605-01)
  - 1st Street SE – South Main to 5th Avenue SE
  - 2nd Street SE – 2nd Avenue SE to 150 Feet East of 5th Avenue SE
  - 1st Avenue SE – East Broadway to 2nd Street SE
  - 2nd Avenue SE – East Broadway to 2nd Street SE
  - 3rd Avenue SE – East Broadway to 2nd Street SE
  - 4th Avenue SE – East Broadway to Alley South of 2nd Street SE
  - 5th Avenue SE – East Broadway to 2nd Street SE
- NE Area (202605-02)
  - 3rd Avenue E – 2nd Street E to 7th Street E
  - 4th Street E – 3rd Avenue E to 4th Avenue E

In summary, the project will include watermain replacements in areas where existing pipes are Asbestos Cement or Cast Iron, along with lead service line replacements to improve water quality and system reliability. Sewer spot repairs will be completed to address localized defects and prepare the system for future sewer relining by the city. In addition, the project will include concrete improvements such as curb and gutter, sidewalk, and ADA-compliant ramps, as well as an asphalt mill and overlay or full pavement reconstructs to the roadway surface. Together, these upgrades will enhance utility performance, extend infrastructure life, and improve safety and accessibility for residents.

1.03 PROJECT JUSTIFICATION

The proposed SID will replace deteriorating driveways and sidewalks as well as correct deficiencies on pedestrian facilities where practical. The street maintenance portion of the project will correct poor drainage along curb and gutter sections that have settled and deteriorated and upgrade pavement conditions.

Creating the SID is in accordance with the City's Special Assessment Policy (see Appendix A). The policy was approved (Resolution 39-2019) by the City Commission on December 17, 2019. The Policy gives the City authority to assess for constructing sidewalks, curb and gutter, and driveway aprons in conjunction with street maintenance projects. The city has opted only to use a SID for sidewalk and driveway repairs and replacement. The costs associated with repair and replacement of curb, gutter and accessibility ramps will be funded under the pavement maintenance budget.

1.03.1 WATER SYSTEM IMPROVEMENTS

Publicly operated water systems provide numerous advantages for urban communities. A municipal water treatment and distribution network ensures a consistent and reliable supply of

potable water for residential, commercial, and industrial users, supporting the diverse needs of the population. Because the system is centrally maintained by the City, inspections, repairs, and necessary upgrades are routinely performed to protect water quality and reduce the financial and maintenance burden on individual property owners. These systems are also designed to meet fluctuating demand and accommodate future growth, enhancing public health, fire protection, and overall community resilience. As a result, municipal water infrastructure contributes to higher property values and supports long-term economic development by ensuring dependable access to clean water.

In contrast, individual wells are generally impractical in urban settings. They require substantial space, offer variable water quality and quantity based on groundwater conditions, and often need additional filtration to meet drinking water standards. All testing, maintenance, and repair responsibilities fall to the property owner, including pump maintenance and potential system failures. Over a 25-year period, owning and maintaining a well system can cost anywhere from $30,000 to $100,000 or more, depending on site conditions and required repairs. While individual wells can serve as a cost benchmark, they are not a viable alternative within city limits.

A failed water main system can also cause extensive property damage, including structural impacts and loss of personal belongings. It is important to note that the water distribution improvements within the Special Improvement District are **not** being assessed to property owners, further increasing the value and overall benefit to those who receive service from the upgraded municipal system

1.03.2 ROADWAY PAVING AND INCIDENTAL IMPROVEMENTS

Roadway pavement is critical for maintaining safe and efficient transportation within urban communities. A properly maintained paved road network enhances both vehicle and pedestrian safety by providing a smooth, reliable surface that minimizes accidents and reduces vehicle wear associated with uneven or unpaved roads. Paved streets also support better traffic flow, lowering congestion and travel time for residents and businesses and contributing to a higher overall quality of life. In addition, paved roads are more durable and resilient to weather, preventing issues such as erosion, dust, and water pooling that commonly degrade unpaved surfaces and lead to frequent, costly repairs.

Although unpaved roads may have lower initial installation costs, they are not practical in urban settings due to their high long-term maintenance needs, vulnerability to weather, and inability to withstand heavy traffic. These roads require constant grading, deteriorate quickly in adverse conditions, and generate dust, erosion, and potholes—factors that increase maintenance costs and negatively affect vehicle condition, property values, and public safety. Unpaved roads also do not meet International Fire Code requirements in urban areas, making them an unsuitable alternative. While not viable within city limits, they provide a baseline comparison for evaluating the costs and benefits of paved roadway improvements in urban improvement districts.

Unpaved roads require significant ongoing maintenance to keep them functional. Over a 25-year period, the costs of maintaining an unpaved roadway include regular grading, dust control, erosion management, and resurfacing. Below is a breakdown of key expenses:

- Initial Installation Costs
- Routine Maintenance
    - Grading
    - Dust Control
    - Resurfacing
- Vehicle Damage and Safety Implications
- Additional costs to consider are related to delay time to the average use

The capital costs of a typical local roadway system is between $4,500,000 and $5,500,000 per mile.

Pavement preservation is a proactive approach that involves a series of low-cost, preventative maintenance treatments aimed at protecting our roadway network, extending pavement life, and meeting the needs of our citizens. While no pavement lasts forever, the timely application of these treatments can significantly extend the lifespan of the pavement, resulting in substantial cost savings.

The following pavement rehabilitation strategy is from the City of Dickinson's *2023 Pavement Management Report (MDS Technologies, Inc., February 1, 2024):*

> ***8 Rehabilitation Programs and Budget Analysis***
>
> *Effective management of a pavement network involves understanding how pavements deteriorate over time and applying appropriate maintenance and rehabilitation treatments at critical times in the life of a pavement to minimize the long term cost of maintaining the network at a desirable condition level. The concept of pavement management is illustrated in Figure 4 below.*

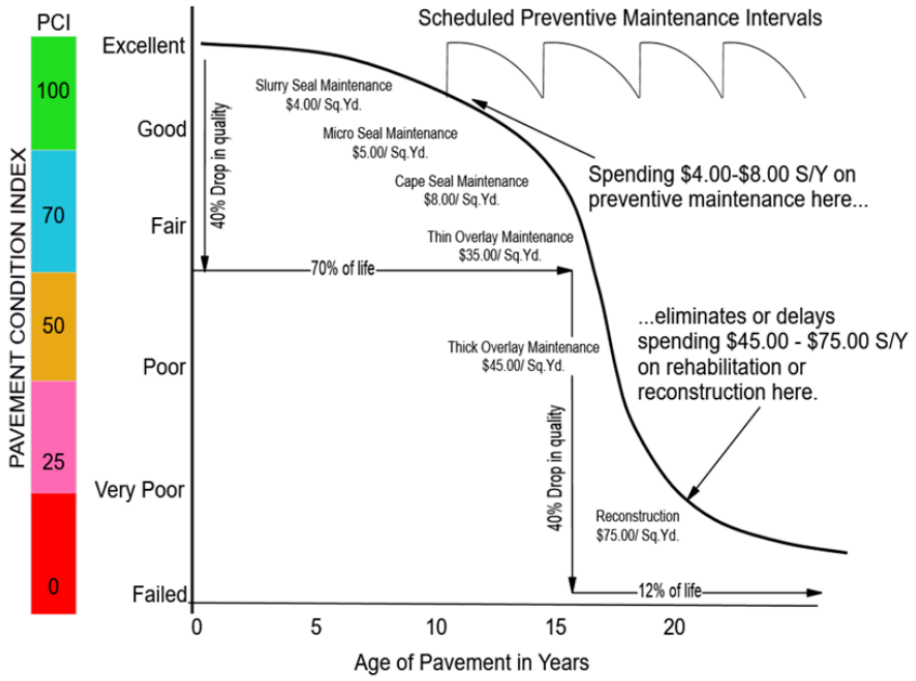


Figure 4: Pavement Management Concept and Effect of Timely Maintenance

Figure 4 shows that pavements typically do not deteriorate linearly. A pavement may experience only a 40 percent drop in quality over the first 70 percent of its life. During this time the life of a pavement may be extended significantly through the periodic application of relatively low cost maintenance treatments. This is represented by the "shark-fin" shaped curve in the upper-right of the figure.

A failed roadway system not only results in costly public repairs but also creates indirect expenses for road users, including increased vehicle wear, higher fuel consumption, and more frequent maintenance needs. Timely pavement preservation projects help maintain smoother, more reliable surfaces, reducing these additional costs for adjacent landowners. While the pavement within the Special Improvement District existed prior to this project, improvements are necessary due to required water system upgrades and significant deterioration of the existing roadway. Importantly, the asphalt surface costs within the Special Improvement District are **not** being assessed to property owners, further enhancing the overall benefit to those within the district. Per City of Dickinson policy, the only roadway-related assessment applied to landowners in special improvement districts is for sidewalk and curb-and-gutter maintenance; however curb and gutter maintenance is **not** being assessed. Historically, this portion of work in the City's Road Maintenance projects has accounted for approximately 15% to 40% of the total project cost within special improvement districts

1.03.3 SANITARY SEWER IMPROVEMENTS

The project will include targeted sewer main spot repairs to address isolated sections of deteriorated or damaged sewer pipe within the project area. These repairs are necessary to prevent blockages, reduce inflow and infiltration, and ensure reliable sewer service for nearby residents. Completing these spot repairs will help stabilize the system and extend the life of the existing infrastructure, allowing the city to efficiently plan for future comprehensive sewer relining. By addressing the most critical issues in advance, the City can minimize disruptions, improve service performance, and ultimately reduce long-term maintenance costs for the community.

1.04 SCHEDULE AND OPINION OF COST

Construction is scheduled for summer of 2026, with the bid opening anticipated for February 2026. The preliminary opinion of construction cost for the utility and street improvement portion of the project that will be included in the Special Improvement District is shown in Appendix B while specific parcel assessments for the SID are shown in Appendices C.1 and C.2.

1.05 SID MAPS AND ESTIMATED SPECIAL ASSESSMENTS

The proposed SID boundary for each district is shown in Appendices C.1 and C.2, along with detailed information for each district. Appendices C.1 and C.2 include an overall layout identifying the related subdivisions and adjacent streets, as well as preliminary plan-view drawings illustrating the proposed improvements for each parcel based on field observations or anticipated areas of utility improvements. Preliminary SID assessment tables summarizing the improvements and estimated costs for each parcel are also provided in Appendices C.1 and C.2.

APPENDIX A

CITY OF DICKINSON SPECIAL ASSESSMENT POLICY

RESOLUTION NO. 39 – 2019

A RESOLUTION DECLARING A SPECIAL ASSESSMENT POLICY FOR COSTS FOR SIDEWALKS, CURB AND GUTTER IMPROVEMENTS

WHEREAS, the City of Dickinson intends to perform routine maintenance projects on asphalt and concrete streets, and

WHEREAS, the City of Dickinson has a limited amount of funding available to perform maintenance projects, and

WHEREAS the City of Dickinson has the legal authority to assess costs for sidewalks and curb and gutter improvements to properties within the City Of Dickinson pursuant to N.D.C.C. Section 40-31-06 and Municipal Code Section 33.04.180.

NOW, THEREFORE, it is hereby resolved by the Board of City Commissioners, as follows:

1. There is hereby created a special assessment policy for street maintenance projects.

2. Sidewalk and curb and gutter improvements made in conjunction with the street maintenance projects will be assessed to the adjacent landowners except in the following conditions:

    a. On corner lots, through the entirety of the radius around the corner.

    b. Where otherwise satisfactory curb and gutter or sidewalk need to be replaced because of work being done on the street project, including lighting and signing.

    c. Where curb and gutter or sidewalk about the back lot line of a property

    d. Where at the discretion of the City Engineer, sidewalk installation is not feasible.

3. Of the eligible costs in Section 2, one hundred percent (100%) will be assessed to the benefitting properties.

4. The costs of assessments shall be paid by the benefitting properties over a ten (10) year term at a rate of 1.5% over the then current market interest rate at the time of construction.

NOW, THEREFORE, BE IT RESOLVED that the Board of City Commissioners of the City of Dickinson, North Dakota creates a special assessment policy for street maintenance projects.

Dated this 17th day of December 2019.

Scott Decker, President
Board of City Commissioners

ATTEST:

Joseph Gaa, Dickinson City Administrator

APPENDIX B

OPINION OF PROBABLE CONSTRUCTION COST

Apex Engineering Group

OPINION OF PROBABLE COSTS

Project: 2026 UTILITY AND STREET IMPROVEMENTS
Location: Dickinson, North Dakota
Date Prep: November 21, 2025
Project No. 22.107.0010 - CIP 202605

Basis for Estimate
___ No Design Completed
_X_ Preliminary Design
___ Final Design

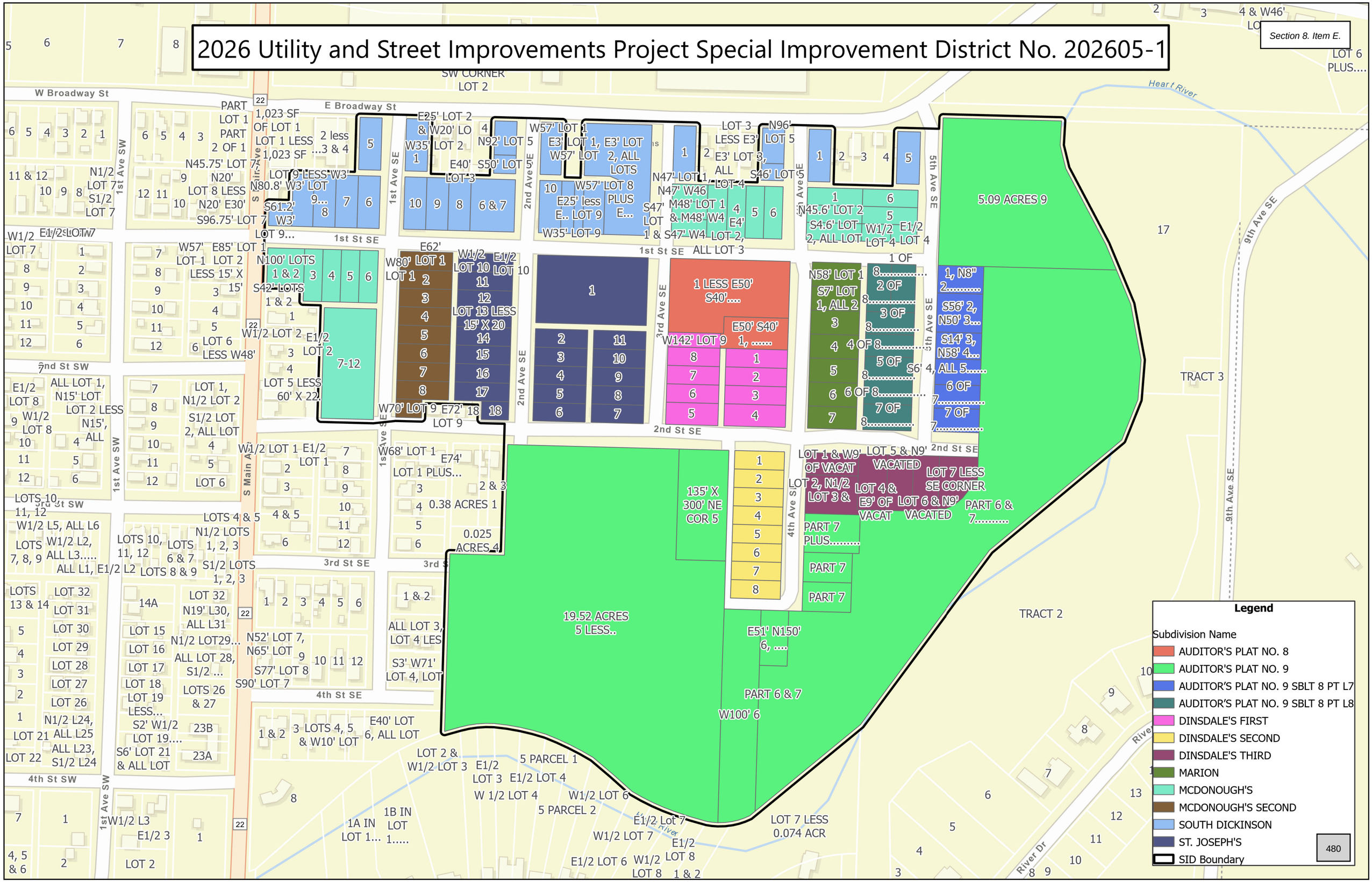
Sheet 1 of 1

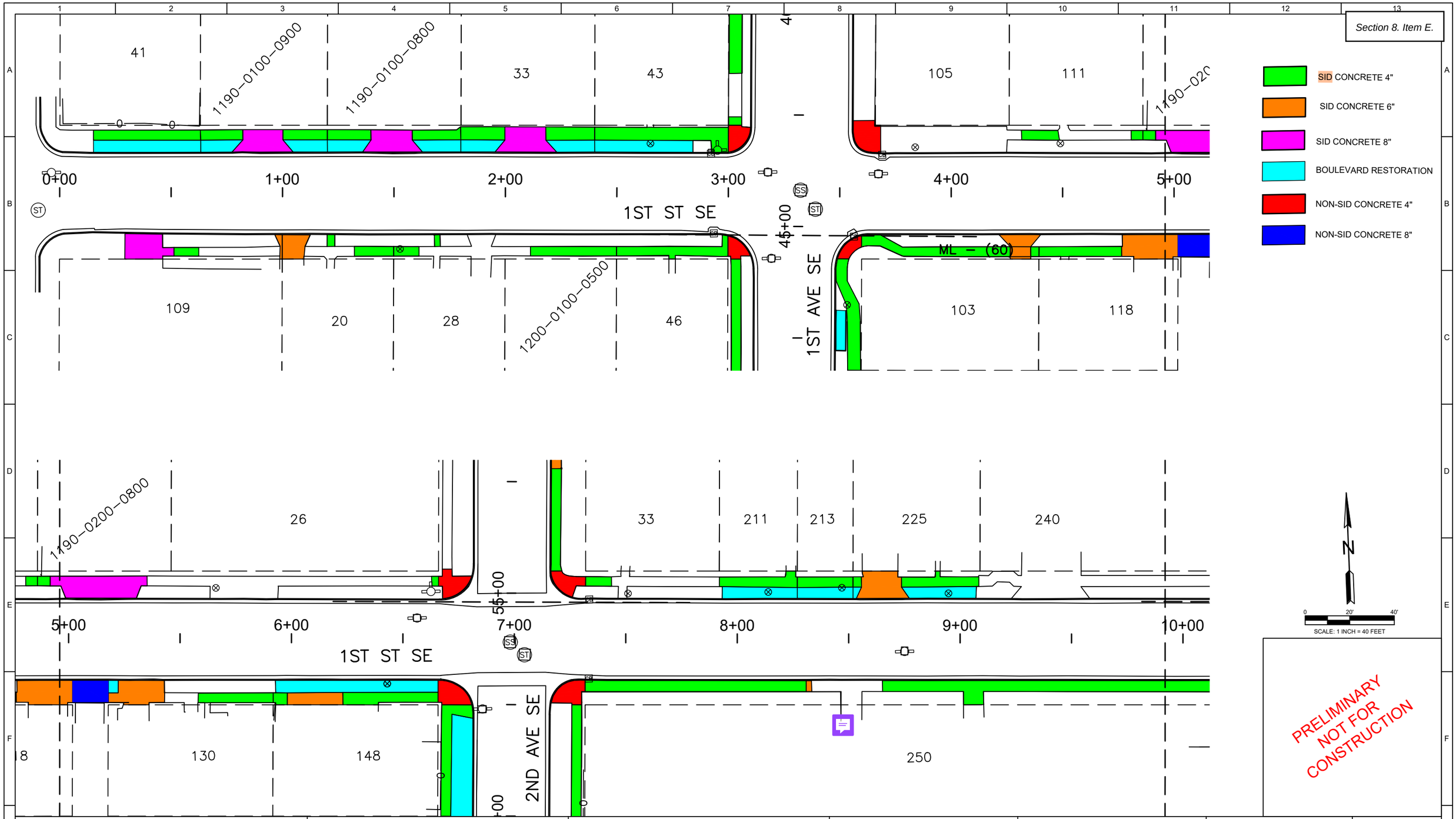
				SURFACE IMPROVEMENTS		WATERMAIN IMPROVEMENTS	
Item No.	Description	Unit Measurement	No. Units	Per Unit	Total	Per Unit	Total
1	GENERAL CONDITIONS	LSUM	1	$175,000.00	$175,000.00	$ -	$ -
2	MOBILIZATION	LSUM	1	$400,000.00	$400,000.00	$ -	$ -
3	CLEARING & GRUBBING	LSUM	1	$10,000.00	$10,000.00	$ -	$ -
4	TRAFFIC CONTROL	LSUM	1	$40,000.00	$40,000.00	$ -	$ -
5	***REMOVAL OF CONCRETE DRIVEWAY / SIDEWALK**	SY	9239	$15.00	$138,581.10	$ -	$ -
6	***REMOVAL OF CURB & GUTTER**	LF	12100	$9.00	$108,900.00	$ -	$ -
7	REMOVAL OF BITUMINOUS SURFACING	SY	30000	$13.00	$390,000.00	$ -	$ -
8	REMOVAL OF CONCRETE PAVEMENT	SY	450	$15.00	$6,750.00	$ -	$ -
9	MILLING PAVEMENT SURFACE	SY	5750	$5.00	$28,750.00	$ -	$ -
10	WATERMAIN	LF	4100			$135.00	$553,500.00
11	WATER SERVICE	LF	2500			$90.00	$225,000.00
12	FITTINGS	LBS	10000			$12.00	$120,000.00
13	CURB STOPS	EA	80			$1,000.00	$80,000.00
14	GATE VALVE	EA	18			$7,000.00	$126,000.00
15	HYDRANTS	EA	9			$11,000.00	$99,000.00
16	SADDLE AND CORP	EA	80			$700.00	$56,000.00
17	STORM CROSSING	EA	2			$3,000.00	$6,000.00
18	SANITARY SEWER SERV CROSSING	EA	45			$1,200.00	$54,000.00
19	CONNECTION TO EXISTING WATERMAIN	EA	15			$6,500.00	$97,500.00
20	TYPE A-LEAD SERVICE REPLACEMENT	EA	3			$7,000.00	$21,000.00
21	TYPE B-LEAD SERVICE REPLACEMENT	EA	3			$9,500.00	$28,500.00
22	TYPE C-LEAD SERVICE REPLACEMENT	EA	2			$12,500.00	$25,000.00
23	BORE POLY WATER SERVICE	LF	200			$100.00	$20,000.00
24	SANITARY SEWER MAIN REPAIR	EA	10	$6,000.00	$60,000.00	$ -	$ -
25	TEMPERARY COVER CROP	SY	5200	$0.75	$3,900.00	$ -	$ -
26	HYDRAULIC MULCH	SY	5200	$4.00	$20,800.00	$ -	$ -
27	SEEDING CLASS I	SY	5200	$2.00	$10,400.00	$ -	$ -
28	TOPSOIL-IMPORTED	CY	55	$62.50	$3,416.67	$ -	$ -
29	INLET PROTECTION-SPECIAL TEMPORARY	EA	20	$225.00	$4,500.00	$ -	$ -
30	SUBGRADE PREP	SY	30000	$5.00	$150,000.00	$ -	$ -
31	AGGREGATE BASE COURSE CL 5	TON	9400	$80.00	$752,000.00	$ -	$ -
32	ASPHALT PAVEMENT (SUPERPAVE FAA 45)	TON	8247	$160.00	$1,319,570.37	$ -	$ -
33	ASPHALT PAVEMENT TRENCH (SUPERPAVE FAA 45)	TON	741	$250.00	$185,185.19	$ -	$ -
34	ASPHALT CEMENT (PG58H-34)	TON	540	$700.00	$378,000.00	$ -	$ -
35	GEOSYNTHETIC MATERIAL TYPE G	SY	30000	$5.00	$150,000.00	$ -	$ -
36	CURB & GUTTER-TYPE I	LF	12100	$70.00	$847,000.00	$ -	$ -
37	VALLEY GUTTER	SY	360	$190.00	$68,400.00	$ -	$ -
38	CURB-TYPE I	LF	100	$45.00	$4,500.00	$ -	$ -
39	***SIDEWALK CONCRETE 4IN**	SY	5382	$160.00	$861,134.40	$ -	$ -
40	***DRIVEWAY CONCRETE 6IN**	SY	2480	$195.00	$483,525.90	$ -	$ -
41	***DRIVEWAY CONCRETE 8IN**	SY	812	$270.00	$219,156.30	$ -	$ -
42	SIGNS	LSUM	1	$5,000.00	$5,000.00	$ -	$ -
43	PAVEMENT MARKINGS	LSUM	1	$15,000.00	$15,000.00	$ -	$ -
44	MH/GV ADJUST TO GRADE	EA	70	$1,200.00	$84,000.00	$ -	$ -
45	DETECTABLE WARNING PANELS	SF	500	$ 35.00	$17,500.00	$ -	$ -
46	ROUTE & SEAL CURB	LF	150	$ 60.00	$9,000.00	$ -	$ -
47	ROCK EXCAVATION	LSUM	1	$ 45,000.00	$45,000.00	$ -	$ -
48	SIDEWALK TRENCH DRAIN	LF	30	$ 860.00	$25,800.00	$ -	$ -
				Subtotal	$7,020,769.92		$1,511,500.00
				Contingencies (5%)	$ 351,000.00		$ 226,700.00
	*** Special Improvement District eligible item**			**Total**	**$ 7,371,800.00**		**$ 1,738,200.00**
					Construction Total		**$9,110,000.00**

APPENDIX C.1

SID NO. 202605-01 DISTRICT MAP, PLAN DRAWINGS AND ASSESSMENT TABLE

2026 Utility and Street Improvements Project Special Improvement District No. 202605-1





PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS		
Issue #	Description	Date

CITY OF Dickinson North Dakota

2026 UTILITY & STREET IMPROVEMENT PROJECT
SID NO. 202605-01
1ST STREET SE
STA: 0+00 TO 10+00

Apex Engineering Group
Bismarck - Detroit Lakes - Dickinson - Fargo - St. Cloud
204 Sims Street, Suite # 201
Dickinson, North Dakota 58601
Office: 701-264-3939
www.apexenggroup.com

Project #: 24.107.0026
Date: November 2025
Drawn By: LF/TS
Checked By: LF/TS
Approved By: SS

Sheet: SID.01

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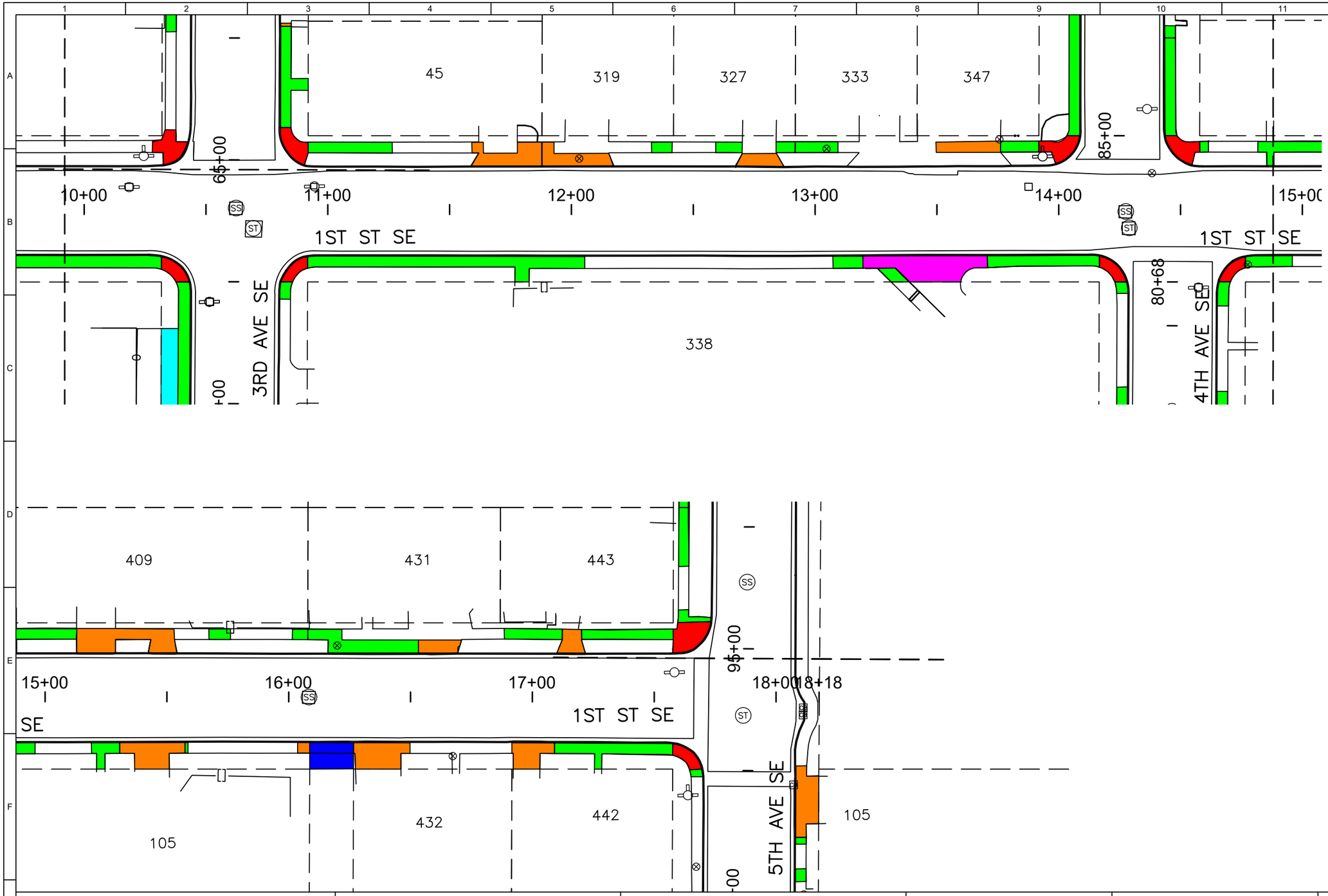

PRELIMINARY
NOT FOR
CONSTRUCTION

REVISIONS		
Issue #	Description	Date

CITY OF Dickinson North Dakota

2026 UTILITY & STREET IMPROVEMENT PROJECT
SID NO. 202605-01
1ST STREET SE
STA: 10+00 TO 18+00

Apex Engineering Group
Bismarck - Detroit Lakes - Dickinson - Fargo - St. Cloud
204 Sims Street, Suite # 201
Dickinson, North Dakota 58601
Office: 701-264-3939
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Project #: 24.107.0026
Date: November 2025
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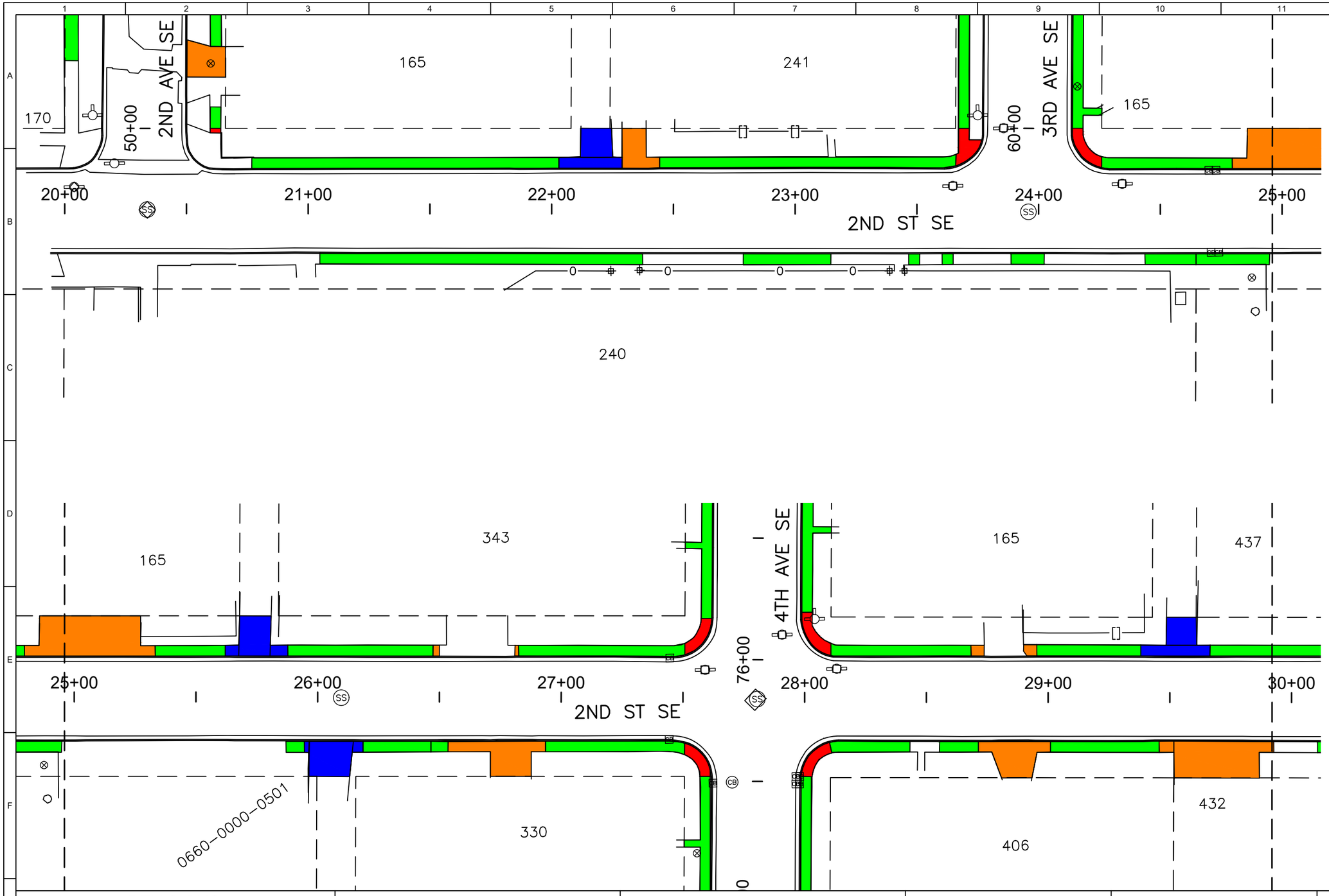

PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS		
Issue #	Description	Date

CITY OF Dickinson North Dakota

2026 UTILITY & STREET IMPROVEMENT PROJECT
SID NO. 202605-01
2ND STREET SE
STA: 20+00 TO 30+00

Apex Engineering Group
Bismarck - Detroit Lakes - Dickinson - Fargo - St. Cloud
204 Sims Street, Suite # 201
Dickinson, North Dakota 58601
Office: 701-264-3939
www.apexenggroup.com

Project #:	24.107.0026
Date:	November 2025
Drawn By:	LF/TS
Checked By:	LF/TS
Approved By:	SS

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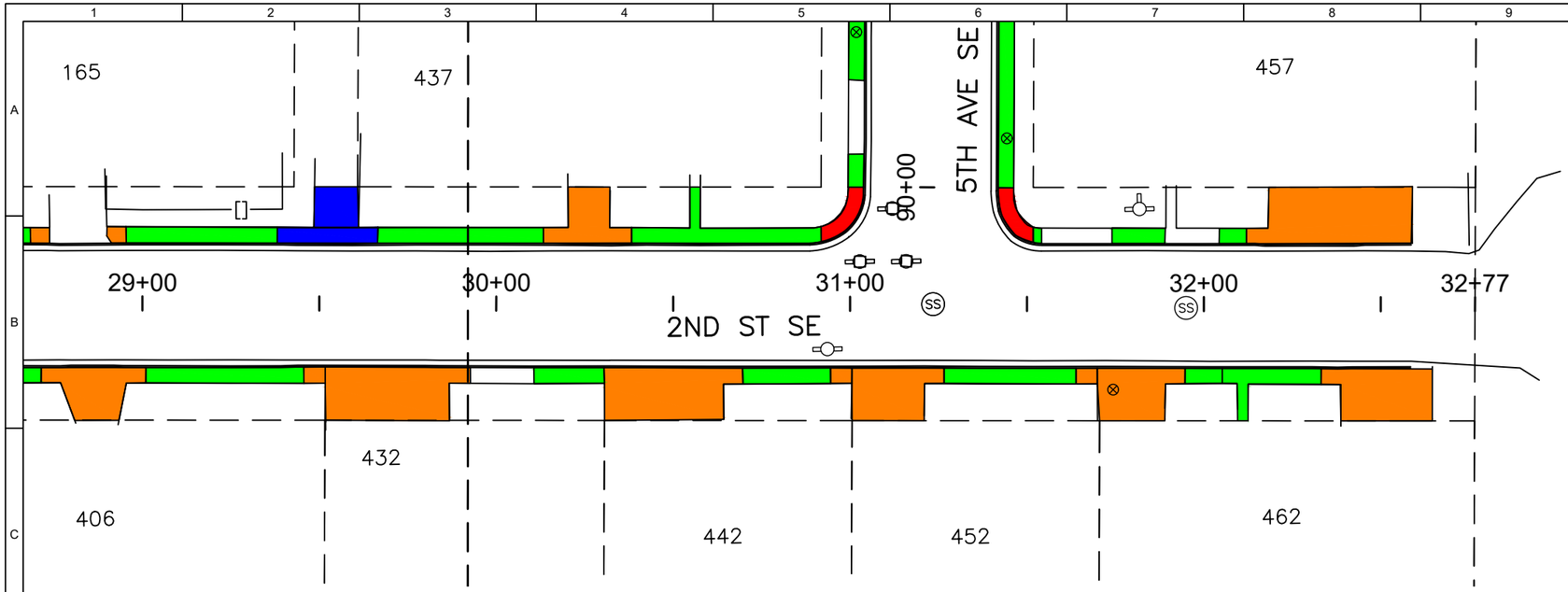

- SID CONCRETE 4"
- SID CONCRETE 6"
- SID CONCRETE 8"
- BOULEVARD RESTORATION
- NON-SID CONCRETE 4"
- NON-SID CONCRETE 8"

N

0 20' 40'

SCALE: 1 INCH = 40 FEET

PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS

Issue #	Description	Date

CITY OF Dickinson North Dakota

2026 UTILITY & STREET IMPROVEMENT PROJECT
SID NO. 202605-01
2ND STREET SE
STA: 30+00 TO 33+00

Apex Engineering Group

Bismarck - Detroit Lakes -
Dickinson - Fargo - St. Cloud
204 Sims Street, Suite # 201
Dickinson, North Dakota 58601
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Date: November 2025
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SID.04

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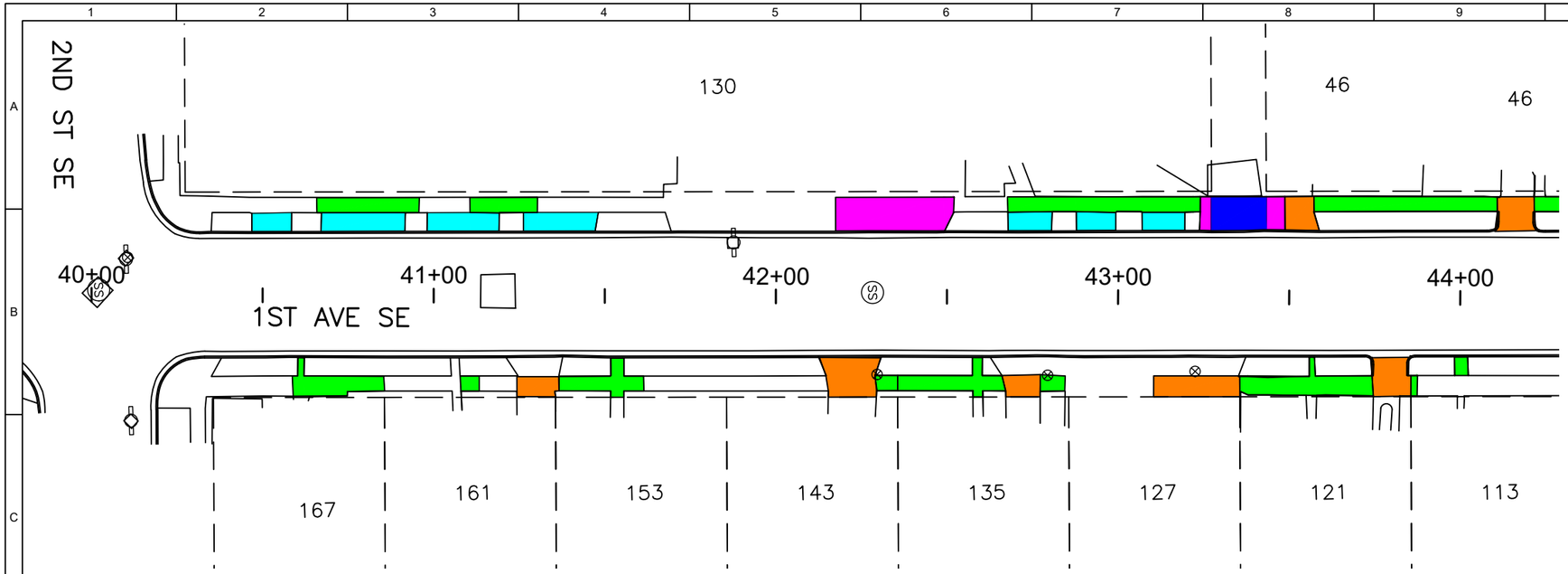

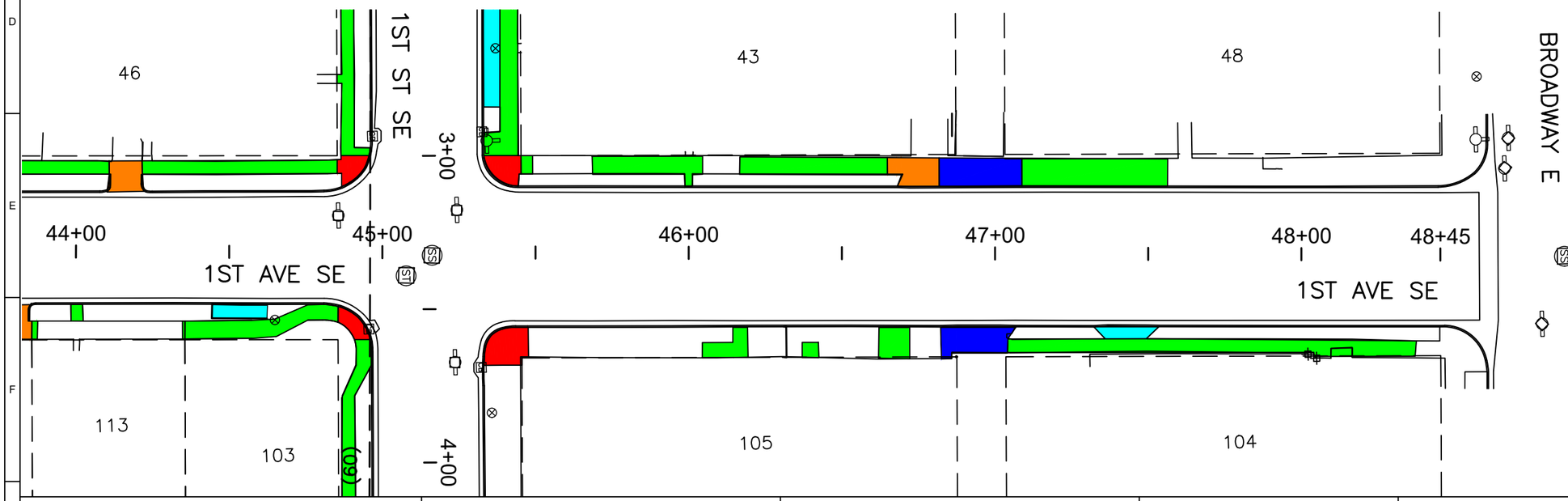

SID CONCRETE 4"
SID CONCRETE 6"
SID CONCRETE 8"
BOULEVARD RESTORATION
NON-SID CONCRETE 4"
NON-SID CONCRETE 8"

N

0 20' 40'
SCALE: 1 INCH = 40 FEET

PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS		
Issue #	Description	Date

CITY OF Dickinson North Dakota

2026 UTILITY & STREET IMPROVEMENT PROJECT
SID NO. 202605-01
1ST AVE SE
STA: 44+00 TO 48+00

Apex Engineering Group
Bismarck - Detroit Lakes - Dickinson - Fargo - St. Cloud
204 Sims Street, Suite # 201
Dickinson, North Dakota 58601
Office: 701-264-3939
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Project #: 24.107.0026
Date: November 2025
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PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS		
Issue #	Description	Date

CITY OF Dickinson North Dakota

2026 UTILITY & STREET IMPROVEMENT PROJECT
SID NO. 202605-01
2ND AVE SE
STA: 50+00 TO 58+00

Apex Engineering Group
Bismarck - Detroit Lakes - Dickinson - Fargo - St. Cloud
204 Sims Street, Suite # 201
Dickinson, North Dakota 58601
Office: 701-264-3939
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Project #: 24.107.0026
Date: November 2025
Drawn By: LF/TS
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Approved By: SS

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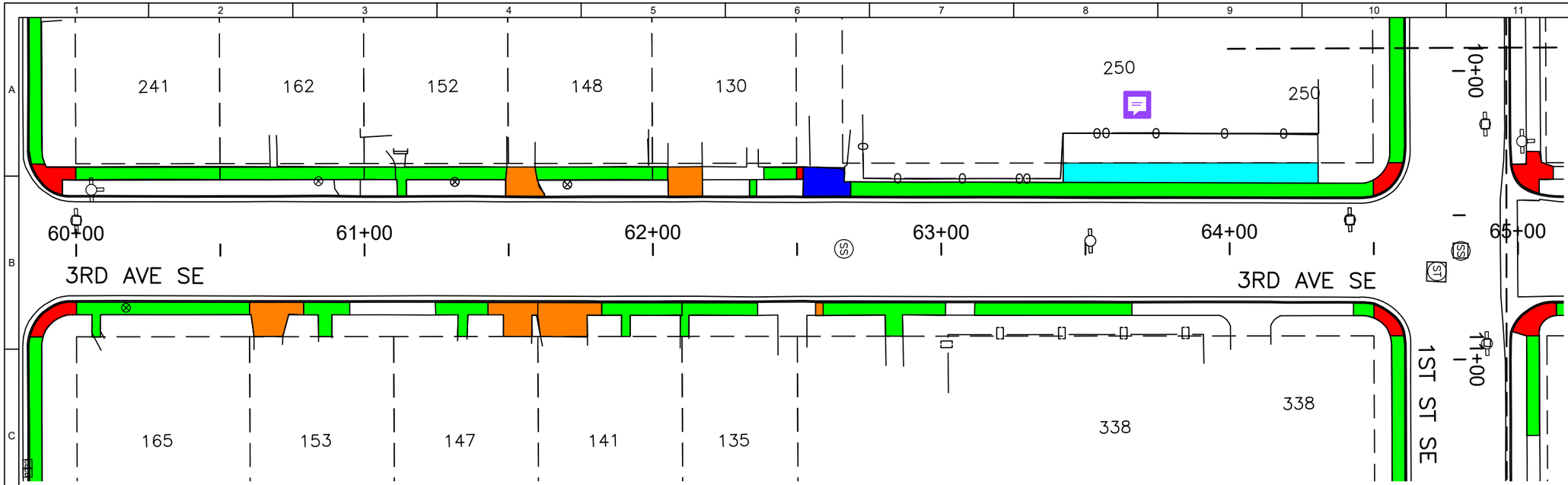

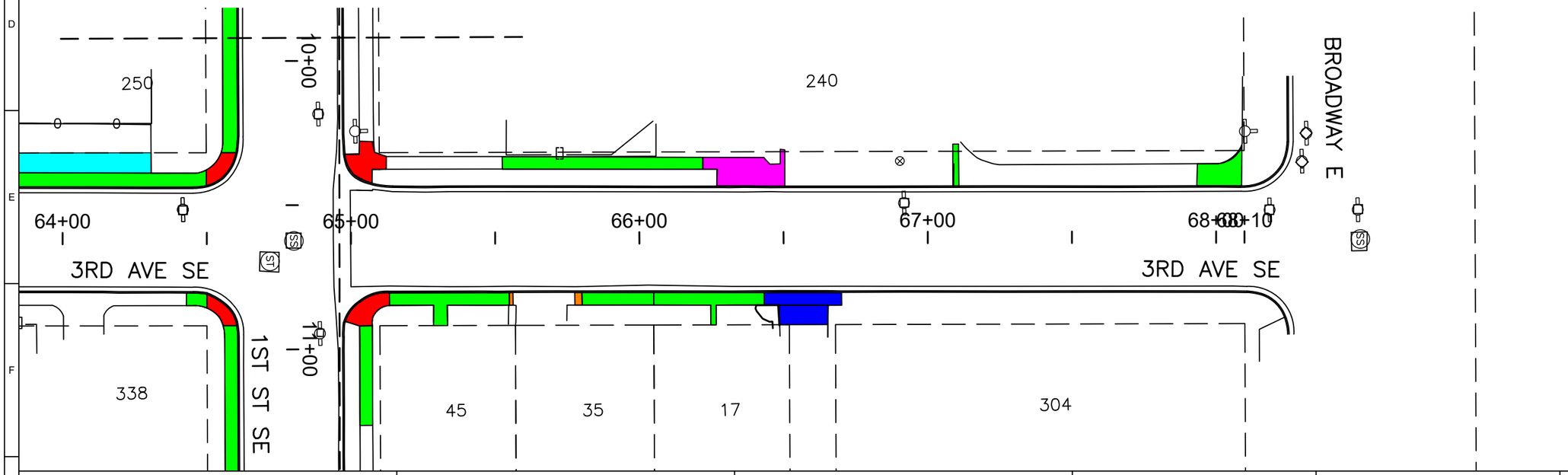

PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS

Issue #	Description	Date

CITY OF Dickinson North Dakota

2026 UTILITY & STREET IMPROVEMENT PROJECT
SID NO. 202605-01
3RD AVE SE
STA: 60+00 TO 69+00

Apex Engineering Group
Bismarck - Detroit Lakes - Dickinson - Fargo - St. Cloud
204 Sims Street, Suite # 201
Dickinson, North Dakota 58601
Office: 701-264-3939
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Project #: 24.107.0026
Date: November 2025
Drawn By: LF/TS
Checked By: LF/TS
Approved By: SS

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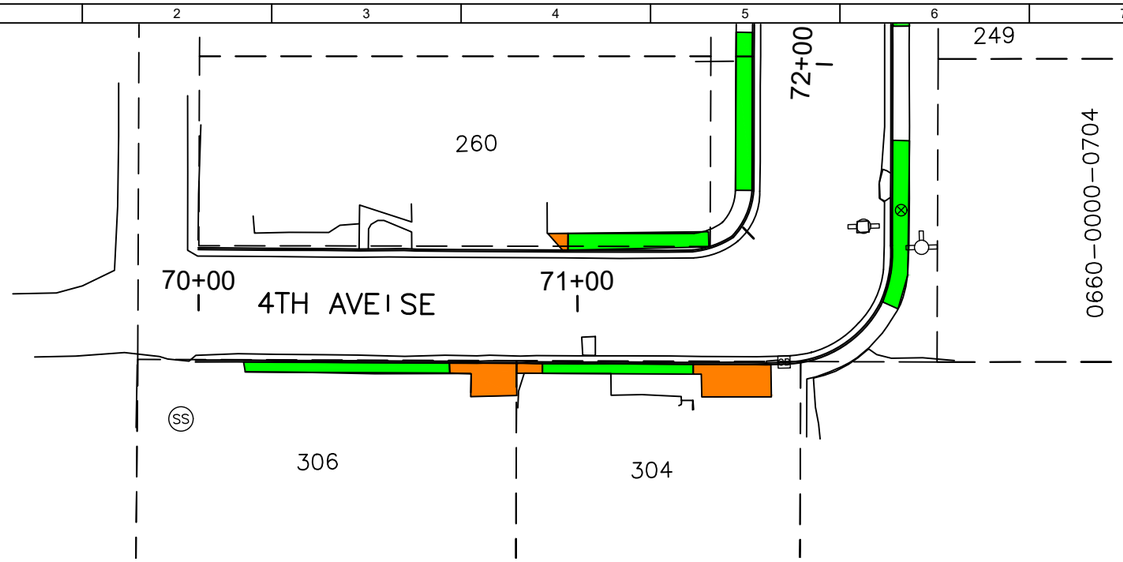
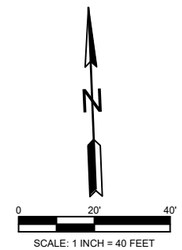


- SID CONCRETE 4"
- SID CONCRETE 6"
- SID CONCRETE 8"
- BOULEVARD RESTORATION
- NON-SID CONCRETE 4"
- NON-SID CONCRETE 8"



SCALE: 1 INCH = 40 FEET

PRELIMINARY
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CONSTRUCTION

REVISIONS

Issue #	Description	Date

CITY OF Dickinson North Dakota

2026 UTILITY & STREET
IMPROVEMENT PROJECT
SID NO. 202605-01
4TH AVE SE
STA: 70+00 TO 72+00

Apex Engineering Group
Bismarck - Detroit Lakes -
Dickinson - Fargo - St. Cloud
204 Sims Street, Suite # 201
Dickinson, North Dakota 58601
Office: 701-264-3939
www.apexenggroup.com

Project #: 24.107.0026
Date: November 2025
Drawn By: LF/TS
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Approved By: SS

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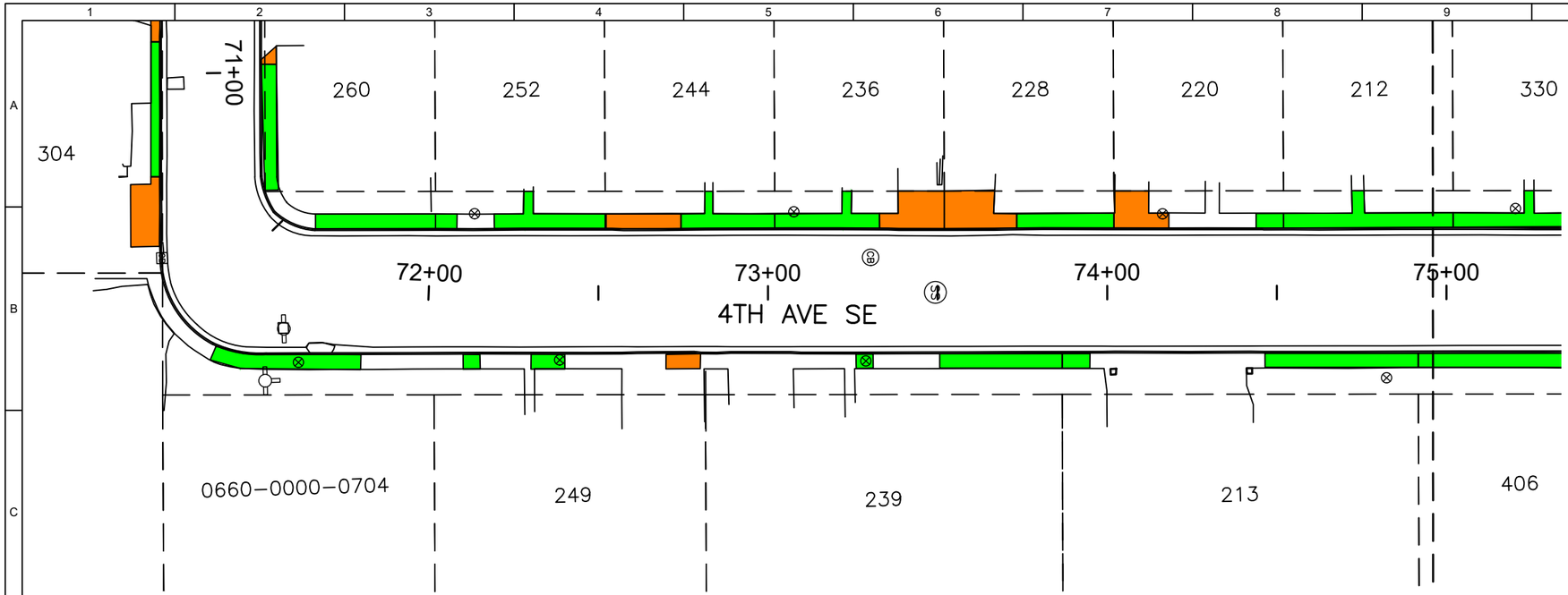

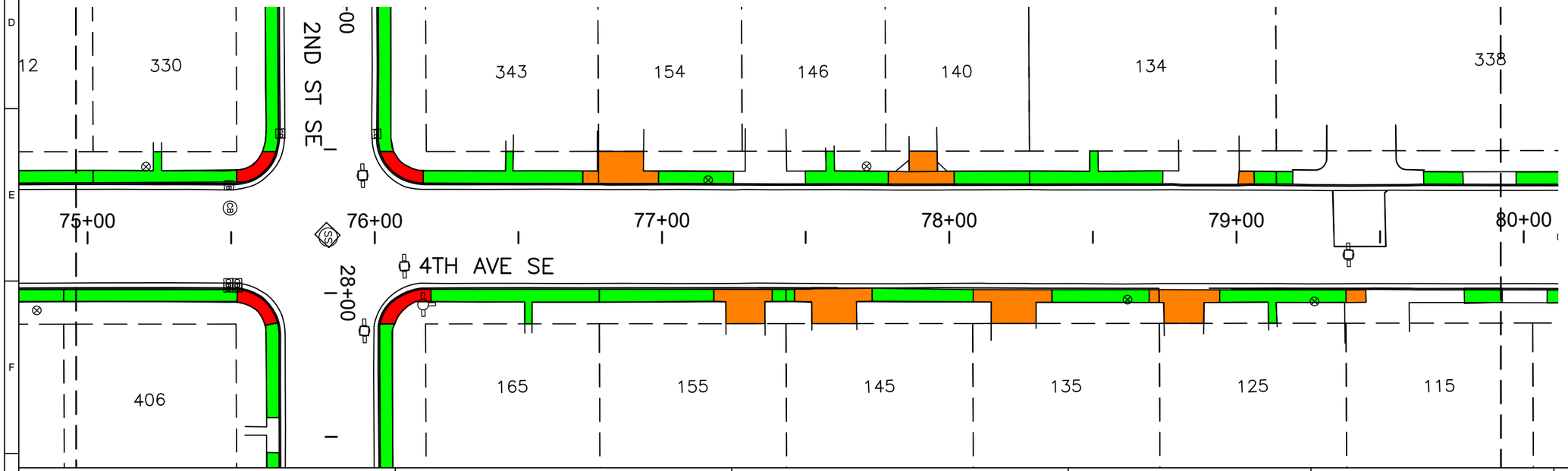

SID CONCRETE 4"
SID CONCRETE 6"
SID CONCRETE 8"
BOULEVARD RESTORATION
NON-SID CONCRETE 4"
NON-SID CONCRETE 8"

N

0 20' 40'
SCALE: 1 INCH = 40 FEET

PRELIMINARY
NOT FOR
CONSTRUCTION

REVISIONS		
Issue #	Description	Date

CITY OF Dickinson North Dakota

2026 UTILITY & STREET
IMPROVEMENT PROJECT
SID NO. 202605-01
4TH AVE SE
STA: 72+00 TO 80+00

Apex Engineering Group
Bismarck - Detroit Lakes -
Dickinson - Fargo - St. Cloud
204 Sims Street, Suite # 201
Dickinson, North Dakota 58601
Office: 701-264-3939
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Project #: 24.107.0026
Date: November 2025
Drawn By: LF/TS
Checked By: LF/TS
Approved By: SS

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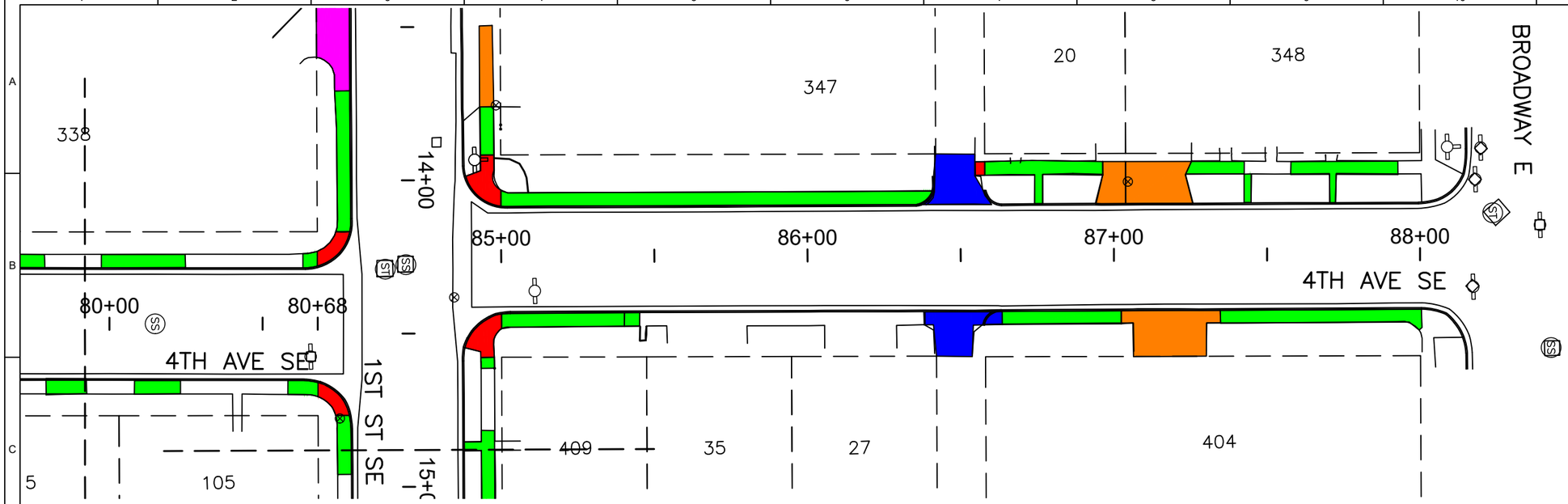

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0 20' 40'

SCALE: 1 INCH = 40 FEET

PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS		
Issue #	Description	Date

CITY OF Dickinson North Dakota

2026 UTILITY & STREET IMPROVEMENT PROJECT
SID NO. 202605-01
4TH AVE SE
STA: 80+00 TO 88+00

Apex Engineering Group
Bismarck - Detroit Lakes - Dickinson - Fargo - St. Cloud
204 Sims Street, Suite # 201
Dickinson, North Dakota 58601
Office: 701-264-3939
www.apexenggroup.com

Project #: 24.107.0026
Date: November 2025
Drawn By: LF/TS
Checked By: LF/TS
Approved By: SS

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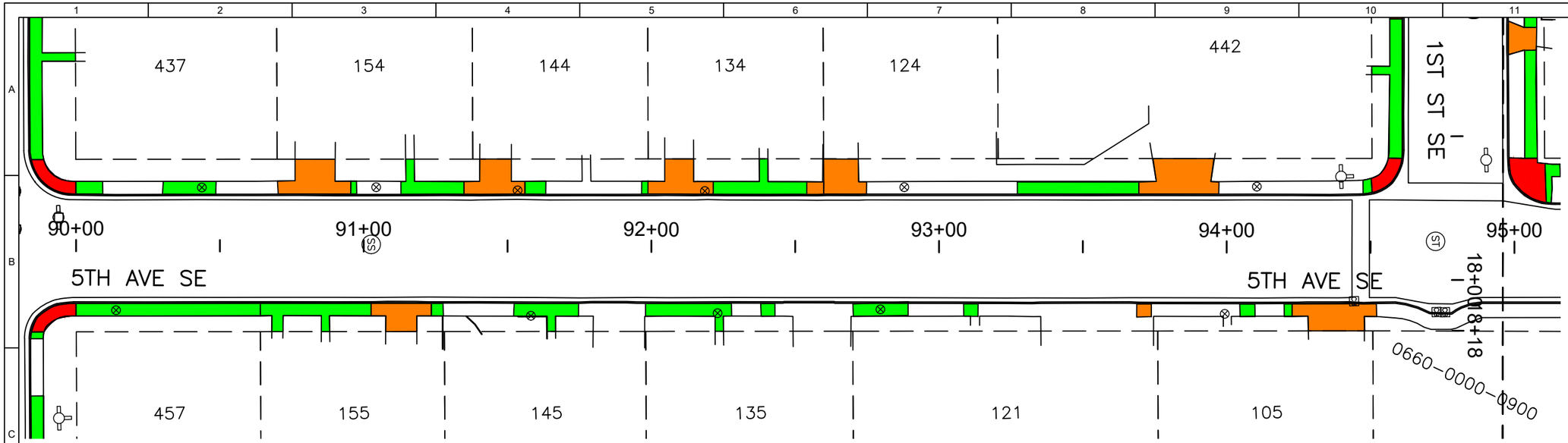

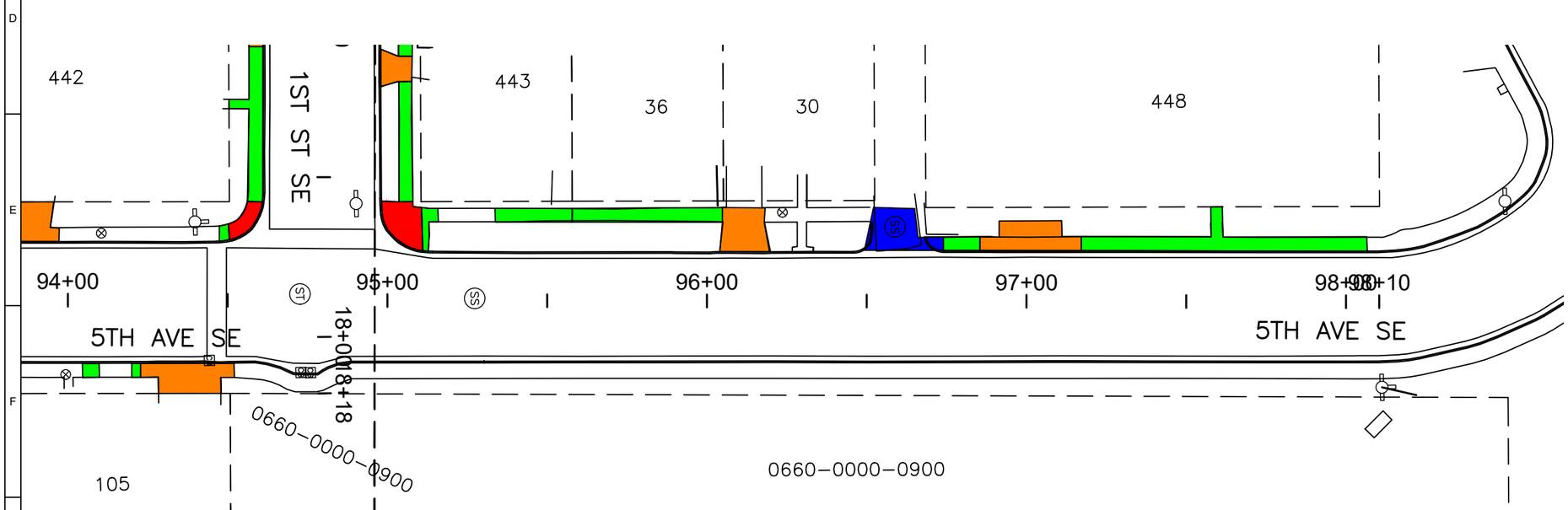

- SID CONCRETE 4"
- SID CONCRETE 6"
- SID CONCRETE 8"
- BOULEVARD RESTORATION
- NON-SID CONCRETE 4"
- NON-SID CONCRETE 8"

N

0 20' 40'

SCALE: 1 INCH = 40 FEET

PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS		
Issue #	Description	Date

CITY OF Dickinson North Dakota

2026 UTILITY & STREET IMPROVEMENT PROJECT
SID NO. 202605-01
5TH AVE SE
STA: 90+00 TO 99+00

Apex Engineering Group
Bismarck - Detroit Lakes - Dickinson - Fargo - St. Cloud
204 Sims Street, Suite # 201
Dickinson, North Dakota 58601
Office: 701-264-3939
www.apexenggroup.com

Project #: 24.107.0026
Date: November 2025
Drawn By: LF/TS
Checked By: LF/TS
Approved By: SS

Sheet:
SID.11
491

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CITY OF DICKINSON - 2026 UTILITY & STREET IMPROVEMENTS PROJECT
SID NO. 202605-01

PARCEL ID	HOUSE #	STREET	LOT	BLOCK	LEGAL DESCRIPTION	REMOVAL OF CONCRETE (SY)	CONCRETE (4")	CONCRETE (6")	CONCRETE (8")	BOULEVARD RESTORATION (SY)	TOTAL ASSESSMENT
0660-0000-0501			135' X 300' NE COR 5		135' X 300' NE CORNER LOT 5, AUDITOR'S PLAT #9	18.9	18.9	-	-	-	$ 3,307.50
0660-0000-0900			5.09 ACRES 9		5.09 ACRES LOT 9, AUDITOR'S PLAT #9	-	-	-	-	-	$ -
0660-0000-0704			PART 7		PART LOT 7, AUDITOR'S PLAT #9	21.4	21.4	-	-	-	$ 3,745.00
1200-0100-0500			5	A	LOT 5, BLOCK A, MCDONOUGH'S	18.1	18.1	-	-	-	$ 3,167.50
1190-0300-0101			W57' LOT 1	3	W57' LOT 1, BLOCK 3, SOUTH DICKINSON	35.9	18.6	-	17.3	-	$ 8,185.50
1210-0600-0101	103	1ST AVENUE SE	W80' LOT 1	F	W80' LOT 1, BLOCK F, MCDONOUGH'S 2ND	88.9	65.8	14.0	-	9.1	$ 14,591.50
1210-0600-0200	113	1ST AVENUE SE	2	F	LOT 2, BLOCK F, MCDONOUGH'S 2ND	4.1	4.1	-	-	-	$ 717.50
1210-0600-0300	121	1ST AVENUE SE	3	F	LOT 3, BLOCK F, MCDONOUGH'S 2ND	39.0	25.2	13.8	-	-	$ 7,308.00
1210-0600-0400	127	1ST AVENUE SE	4	F	LOT 4, BLOCK F, MCDONOUGH'S 2ND	17.1	-	17.1	-	-	$ 3,591.00
1200-0200-0700	130	1ST AVENUE SE	7-12	B	LOTS 7 - 12, BLOCK B, MCDONOUGH'S	161.5	51.8	-	40.7	69.0	$ 21,699.50
1210-0600-0500	135	1ST AVENUE SE	5	F	LOT 5, BLOCK F, MCDONOUGH'S 2ND	28.8	21.4	7.4	-	-	$ 5,299.00
1210-0600-0600	143	1ST AVENUE SE	6	F	LOT 6, BLOCK F, MCDONOUGH'S 2ND	22.4	3.1	19.3	-	-	$ 4,595.50
1210-0600-0700	153	1ST AVENUE SE	7	F	LOT 7, BLOCK F, MCDONOUGH'S 2ND	14.9	14.9	-	-	-	$ 2,607.50
1210-0600-0800	161	1ST AVENUE SE	8	F	LOT 8, BLOCK F, MCDONOUGH'S 2ND	10.5	2.7	7.8	-	-	$ 2,110.50
1210-0600-0902	167	1ST AVENUE SE	W70' LOT 9,	F	W70' LOT 9, BLOCK F, MCDONOUGH'S 2ND	16.8	16.8	-	-	-	$ 2,940.00
1190-0200-0800		1ST STREET E	8	2	LOT 8, BLOCK 2, SOUTH DICKINSON	44.6	2.8	-	41.8	-	$ 12,403.00
1190-0100-0800		1ST STREET E	8	1	LOT 8, BLOCK 1, SOUTH DICKINSON	66.0	20.9	-	22.8	22.3	$ 10,490.00
1200-0100-0300	20	1ST STREET SE	3	A	LOT 3, BLOCK A, MCDONOUGH'S	23.5	10.7	12.8	-	-	$ 4,560.50
1200-0100-0400	28	1ST STREET SE	4	A	LOT 4, BLOCK A, MCDONOUGH'S	7.0	7.0	-	-	-	$ 1,225.00
1190-0100-0700	33	1ST STREET SE	7	1	LOT 7, BLOCK 1, SOUTH DICKINSON	75.4	27.4	-	25.9	22.1	$ 12,508.00
1190-0100-0600	43	1ST STREET SE	6	1	LOT 6, BLOCK 1, SOUTH DICKINSON	143.1	101.1	15.9	-	26.1	$ 21,423.00
1200-0100-0600	46	1ST STREET SE	6	A	LOT 6, BLOCK A, MCDONOUGH'S	110.6	82.5	22.2	5.9	-	$ 20,781.00
1190-0200-1002	105	1ST STREET SE	10	2	LOT 10, BLOCK 2, SOUTH DICKINSON	25.1	25.1	-	-	-	$ 4,392.50
1190-0200-0900	111	1ST STREET SE	9	2	LOT 9, BLOCK 2, SOUTH DICKINSON	10.6	10.6	-	-	-	$ 1,855.00
1210-0600-0102	118	1ST STREET SE	E62' LOT 1,	F	E62' LOT 1, BLOCK F, MCDONOUGH'S 2ND	48.1	18.4	29.7	-	-	$ 9,457.00
1230-0100-1002	130	1ST STREET SE	W1/2 LOT 10,	J	W1/2 LOT 10, BLOCK J, ST. JOSEPH'S	45.4	16.2	26.4	-	2.8	$ 8,421.00
1230-0100-1001	148	1ST STREET SE	E1/2 LOT 10,	7	E1/2 LOT 10, BLOCK 7, ST. JOSEPH'S	165.6	57.8	15.2	-	92.6	$ 14,696.00
1190-0300-0902	211	1ST STREET SE	W35' LOT 9,	3	W35' LOT 9, BLOCK 3, SOUTH DICKINSON	38.3	19.0	-	-	19.3	$ 3,614.50
1190-0300-0901	213	1ST STREET SE	E25' less E.. LOT 9,	3	E25' less E2.5' of N21.66' LOT 9, BLOCK 3, SOUTH DICKINSON	26.6	12.8	-	-	13.8	$ 2,447.00
1190-0300-0801	225	1ST STREET SE	W57' LOT 8 PLUS E...	3	W57' LOT 8 PLUS E2.5' OF N21.66' LOT 9, BLOCK 3, SOUTH DICKINSON	64.7	19.8	25.5	-	19.4	$ 9,111.00
1230-0200-0100	250	1ST STREET SE	1	K	LOT 1, BLOCK K, ST. JOSEPH'S	424.6	355.4	1.3	-	67.9	$ 63,486.50
1200-0400-0300	319	1ST STREET SE	E4' LOT 2, ALL LOT 3	D	E4' LOT 2, ALL LOT 3, BLOCK D, MCDONOUGH'S	23.1	4.1	19.0	-	-	$ 4,707.50
1200-0400-0400	327	1ST STREET SE	4	D	LOT 4, BLOCK D, MCDONOUGH'S	19.2	9.2	10.0	-	-	$ 3,710.00
1200-0400-0500	333	1ST STREET SE	5	D	LOT 5, BLOCK D, MCDONOUGH'S	8.6	8.6	-	-	-	$ 1,505.00
0650-0000-0100	338	1ST STREET SE	1 LESS E50' S40'....		LOT 1 LESS E44' S46', N154' LOT 2, AUDITOR'S PLAT #8	221.3	175.4	1.3	44.6	-	$ 43,679.00
1200-0400-0600	347	1ST STREET SE	6	D	LOT 6, BLOCK D, MCDONOUGH'S	88.5	75.5	13.0	-	-	$ 15,942.50
1200-0500-0300	409	1ST STREET SE	S4.6' LOT 2, ALL LOT	E	S4.6' LOT 2 PLUS 8' VACATED ALLEY, ALL LOT 3 PLUS 8' VACATED ALLEY, BLOCK E, MCDONOUGH'S	84.1	48.1	36.0	-	-	$ 15,977.50
1200-0500-0402	431	1ST STREET SE	W1/2 LOT 4	E	W1/2 LOT 4 PLUS 8' VACATED ALLEY, BLOCK E, MCDONOUGH'S	38.9	28.8	10.1	-	-	$ 7,161.00
0662-0000-0200	432	1ST STREET SE	2 OF 8.....		LOT 2 OF LOT 8, AUDITOR'S PLAT #9, SUBDIVISION PART LOT 7, ALL LOT 8	24.6	-	24.6	-	-	$ 5,166.00
0662-0000-0100	442	1ST STREET SE	1 OF 8.....		LOT 1 OF LOT 8, AUDITOR'S PLAT #9, SUBDIVISION PART LOT 7, ALL LOT 8	94.8	47.4	47.4	-	-	$ 18,249.00
1200-0500-0401	443	1ST STREET SE	E1/2 LOT 4	E	E1/2 LOT 4, BLOCK E, MCDONOUGH'S	54.8	45.1	9.7	-	-	$ 9,929.50
1190-0100-0900		1ST STREET SE	LOT 9 LESS W3',	1	LOT 9 LESS W3', BLOCK 1, SOUTH DICKINSON	63.5	19.8	-	23.0	20.7	$ 10,330.50
1190-0200-0501	14	2ND AVENUE SE	N92' LOT 5,	2	N92' LOT 5, BLOCK 2, SOUTH DICKINSON	8.4	-	8.4	-	-	$ 1,764.00
1190-0200-0502	20	2ND AVENUE SE	S50' LOT 5	2	S50' LOT 5, BLOCK 2, SOUTH DICKINSON	21.1	1.9	19.2	-	-	$ 4,364.50
1190-0200-0600	26	2ND AVENUE SE	6 & 7	2	LOTS 6 & 7, BLOCK 2, SOUTH DICKINSON	35.5	5.6	-	-	29.9	$ 1,428.50
1190-0300-1000	33	2ND AVENUE SE	10	3	LOT 10, BLOCK 3, SOUTH DICKINSON	117.4	48.4	69.0	-	-	$ 22,960.00
1230-0100-1100	112	2ND AVENUE SE	11	J	LOT 11, BLOCK J, ST. JOSEPH'S	23.8	23.8	-	-	-	$ 4,165.00
1230-0100-1200	120	2ND AVENUE SE	12	J	LOT 12, BLOCK J, ST. JOSEPH'S	9.2	9.2	-	-	-	$ 1,610.00
1230-0100-1300	128	2ND AVENUE SE	LOT 13 LESS 15' X 20	J	LOT 13 LESS 15' X 20' MDU, BLOCK J, ST. JOSEPH'S	6.5	6.5	-	-	-	$ 1,137.50
1230-0200-0200	135	2ND AVENUE SE	2	K	LOT 2, BLOCK K, ST. JOSEPH'S	41.3	24.1	17.2	-	-	$ 7,829.50
1230-0100-1400	136	2ND AVENUE SE	14	J	LOT 14, BLOCK J, ST. JOSEPH'S	6.4	6.4	-	-	-	$ 1,120.00
1230-0200-0300	143	2ND AVENUE SE	3	K	LOT 3, BLOCK K, ST. JOSEPH'S	45.1	23.2	21.9	-	-	$ 8,659.00
1230-0100-1500	146	2ND AVENUE SE	15	J	LOT 15, BLOCK J, ST. JOSEPH'S	27.3	27.3	-	-	-	$ 4,777.50
1230-0200-0400	147	2ND AVENUE SE	4	K	LOT 4, BLOCK K, ST. JOSEPH'S	41.7	20.8	20.9	-	-	$ 8,029.00
1230-0100-1600	154	2ND AVENUE SE	16	J	LOT 16, BLOCK J, ST. JOSEPH'S	35.1	35.1	-	-	-	$ 6,142.50
1230-0200-0500	155	2ND AVENUE SE	5	K	LOT 5, BLOCK K, ST. JOSEPH'S	36.6	11.6	25.0	-	-	$ 7,280.00
1230-0100-1700	160	2ND AVENUE SE	17	J	LOT 17, BLOCK J, ST. JOSEPH'S	34.4	11.7	22.7	-	-	$ 6,814.50
1230-0200-0600	165	2ND AVENUE SE	6	K	LOT 6, BLOCK K, ST. JOSEPH'S	98.1	74.5	23.6	-	-	$ 17,993.50

CITY OF DICKINSON - 2026 UTILITY & STREET IMPROVEMENTS PROJECT
SID NO. 202605-01

PARCEL ID	HOUSE #	STREET	LOT	BLOCK	LEGAL DESCRIPTION	REMOVAL OF CONCRETE (SY)	CONCRETE (4")	CONCRETE (6")	CONCRETE (8")	BOULEVARD RESTORATION (SY)	TOTAL ASSESSMENT
1230-0100-1801	170	2ND AVENUE SE	18	J	LOT 18, BLOCK J, ST. JOSEPH'S	13.0	13.0	-	-	-	$ 2,275.00
0660-0000-0502	240	2ND STREET SE	19.52 ACRES 5 LESS..		19.52 ACRES LOT 5 LESS 135' X 300', AUDITOR'S PLAT #9	105.3	105.3	-	-	-	$ 18,427.50
1230-0200-0700	241	2ND STREET SE	7	K	LOT 7, BLOCK K, ST. JOSEPH'S	105.3	84.5	20.8	-	-	$ 19,155.50
1250-0200-0100	330	2ND STREET SE	1	2	LOT 1, BLOCK 2, DINSDALE'S 2ND	107.2	69.4	37.8	-	-	$ 20,083.00
1240-0100-0400	343	2ND STREET SE	4	1	LOT 4, BLOCK 1, DINSDALE'S	96.1	91.4	4.7	-	-	$ 16,982.00
1260-0300-0100	406	2ND STREET SE	LOT 1 & W9' OF VACAT	3	LOT 1 & W9' OF VACATED ALLEY, BLOCK 3, DINSDALE'S 3RD	109.5	73.8	35.7	-	-	$ 20,412.00
1260-0300-0400	432	2ND STREET SE	LOT 4 & E9' OF VACAT	3	LOT 4 & E9' OF VACATED ALLEY & N9' OF VACATED ALLEY, BLOCK 3, DINSDALE'S 3RD	71.7	9.8	61.9	-	-	$ 14,714.00
0662-0000-0700	437	2ND STREET SE	7 OF 8.....		LOT 7 OF LOT 8, AUDITOR'S PLAT #9, SUBDIVISION PART LOT 7, ALL LOT 8	94.1	66.8	27.3	-	-	$ 17,423.00
1260-0300-0500	442	2ND STREET SE	LOT 5 & N9' VACATED	3	LOT 5 & N9' VACATED ALLEY, BLOCK 3, DINSDALE'S 3RD	73.1	12.3	60.8	-	-	$ 14,920.50
1260-0300-0600	452	2ND STREET SE	LOT 6 & N9' VACATED	3	LOT 6 & N9' VACATED ALLEY, BLOCK 3, DINSDALE'S 3RD	57.5	18.1	39.4	-	-	$ 11,441.50
0661-0000-0700	457	2ND STREET SE	7 OF 7.....		LOT 7 OF LOT 7, AUDITOR'S PLAT #9, SUBDIVISION PART LOT 7, ALL LOT 8	118.1	43.2	74.9	-	-	$ 23,289.00
1260-0300-0701	462	2ND STREET SE	LOT 7 LESS SE CORNER	3	LOT 7 LESS SE CORNER, BLOCK 3, DINSDALE'S 3RD, PLUS NW CORNER LOT 7, AUDITOR'S PLAT #9, PLUS W9' & E9' VACATED ALLEY	101.4	22.2	79.2	-	-	$ 20,517.00
1200-0400-0103	17	3RD AVENUE SE	N47' LOT 1, N47' W46	D	N47' LOT 1, N47' W46' LOT 2, BLOCK D, MCDONOUGH'S	19.8	19.8	-	-	-	$ 3,465.00
1200-0400-0102	35	3RD AVENUE SE	M48' LOT 1 & M48' W4	D	M48' LOT 1 & M48' W46' LOT 2, BLOCK D, MCDONOUGH'S	13.1	11.9	1.2	-	-	$ 2,334.50
1200-0400-0101	45	3RD AVENUE SE	S47' LOT 1 & S47' W4	D	S47' LOT 1 & S47' W46' LOT 2, BLOCK D, MCDONOUGH'S	64.8	40.6	24.2	-	-	$ 12,187.00
1230-0200-1100	130	3RD AVENUE SE	11	K	LOT 11, BLOCK K, ST. JOSEPH'S	23.0	9.4	13.6	-	-	$ 4,501.00
1240-0100-0901	135	3RD AVENUE SE	W142' LOT 9,	1	W142' LOT 9, BLOCK 1, DINSDALE'S FIRST	15.0	15.0	-	-	-	$ 2,625.00
1240-0100-0800	141	3RD AVENUE SE	8	1	LOT 8, BLOCK 1, DINSDALE'S 1ST	40.6	16.0	24.6	-	-	$ 7,966.00
1240-0100-0700	147	3RD AVENUE SE	7	1	LOT 7, BLOCK 1, DINSDALE'S 1ST	28.0	11.5	16.5	-	-	$ 5,477.50
1230-0200-1000	148	3RD AVENUE SE	10	K	LOT 10, BLOCK K, ST. JOSEPH'S	33.4	20.5	12.9	-	-	$ 6,296.50
1230-0200-0900	152	3RD AVENUE SE	9	K	LOT 9, BLOCK K, ST. JOSEPH'S	25.9	25.9	-	-	-	$ 4,532.50
1240-0100-0600	153	3RD AVENUE SE	6	1	LOT 6, BLOCK 1, DINSDALE'S 1ST	30.1	11.6	18.5	-	-	$ 5,915.00
1230-0200-0800	162	3RD AVENUE SE	8	K	LOT 8, BLOCK K, ST. JOSEPH'S	24.3	24.3	-	-	-	$ 4,252.50
1240-0100-0500	165	3RD AVENUE SE	5	1	LOT 5, BLOCK 1, DINSDALE'S FIRST	154.1	71.6	82.5	-	-	$ 29,855.00
1190-0400-0502	20	4TH AVENUE SE	S46' LOT 5,	4	S46' LOT 5, BLOCK 4, SOUTH DICKINSON	35.0	22.3	12.7	-	-	$ 6,569.50
1200-0500-0100	27	4TH AVENUE SE	1	E	LOT 1 PLUS 8' VACATED ALLEY, BLOCK E, MCDONOUGH'S	-	-	-	-	-	$ -
1200-0500-0201	35	4TH AVENUE SE	N45.6' LOT 2,	E	N45.6' LOT 2 PLUS 8' VACATED ALLEY, BLOCK E, MCDONOUGH'S	-	-	-	-	-	$ -
1270-0100-0100	105	4TH AVENUE SE	N58' LOT 1	1	N58' LOT 1, BLOCK 1, MARION	56.6	30.9	25.7	-	-	$ 10,804.50
1270-0100-0200	115	4TH AVENUE SE	S7' LOT 1, ALL 2	1	S7' LOT 1, ALL LOT 2, BLOCK 1, MARION	10.9	7.5	3.4	-	-	$ 2,026.50
1270-0100-0300	125	4TH AVENUE SE	3	1	LOT 3, BLOCK 1, MARION	45.4	23.7	21.7	-	-	$ 8,704.50
0650-0000-0900	134	4TH AVENUE SE	E50' S40' 1, ...		E44' S46' LOT 1, S86' LOT 2, AUDITOR'S PLAT #8 & E58' LOT 9, DINSDALES 1ST ADDITION	32.0	29.3	2.7	-	-	$ 5,694.50
1270-0100-0400	135	4TH AVENUE SE	4	1	LOT 4, BLOCK 1, MARION	44.5	16.7	27.8	-	-	$ 8,760.50
1240-0100-0100	140	4TH AVENUE SE	1	1	LOT 1, BLOCK 1, DINSDALE'S 1ST	32.0	13.1	18.9	-	-	$ 6,261.50
1270-0100-0500	145	4TH AVENUE SE	5	1	LOT 5, BLOCK 1, MARION	45.3	18.5	26.8	-	-	$ 8,865.50
1240-0100-0200	146	4TH AVENUE SE	2	1	LOT 2, BLOCK 1, DINSDALE'S	16.7	16.7	-	-	-	$ 2,922.50
1240-0100-0300	154	4TH AVENUE SE	3	1	LOT 3, BLOCK 1, DINSDALE'S	34.8	12.7	22.1	-	-	$ 6,863.50
1270-0100-0600	155	4TH AVENUE SE	6	1	LOT 6, BLOCK 1, MARION	42.2	21.1	21.1	-	-	$ 8,123.50
1270-0100-0700	165	4TH AVENUE SE	7	1	LOT 7, BLOCK 1, MARION	85.6	80.4	5.2	-	-	$ 15,162.00
1250-0200-0200	212	4TH AVENUE SE	2	2	LOT 2, BLOCK 2, DINSDALE'S 2ND	26.6	26.6	-	-	-	$ 4,655.00
1260-0300-0200	213	4TH AVENUE SE	LOT 2, N1/2 LOT 3 &	3	LOT 2, N1/2 LOT 3 & W9' VACATED ALLEY, BLOCK 3, DINSDALE'S 3RD, PLUS 5' X 18' TRACT, AUDITOR'S PLAT #9	24.6	24.6	-	-	-	$ 4,305.00
1250-0200-0300	220	4TH AVENUE SE	3	2	LOT 3, BLOCK 2, DINSDALE'S 2ND	19.2	3.9	15.3	-	-	$ 3,895.50
1250-0200-0400	228	4TH AVENUE SE	4	2	LOT 4, BLOCK 2, DINSDALE'S 2ND	35.2	13.8	21.4	-	-	$ 6,909.00
1250-0200-0500	236	4TH AVENUE SE	5	2	LOT 5, BLOCK 2, DINSDALE'S 2ND	36.6	17.1	19.5	-	-	$ 7,087.50
0660-0000-0702	239	4TH AVENUE SE	PART 7 PLUS.....		PART LOT 7 PLUS 18' X 105' AUDITOR'S PLAT #9, PLUS S1/2 LOT 3, BLOCK 3, DINSDALES 3RD ADDITION	19.6	19.6	-	-	-	$ 3,430.00
1250-0200-0600	244	4TH AVENUE SE	6	2	LOT 6, BLOCK 2, DINSDALE'S 2ND	25.8	15.2	10.6	-	-	$ 4,886.00
0660-0000-0703	249	4TH AVENUE SE	PART 7		PART LOT 7, AUDITOR'S PLAT #9	12.1	7.2	4.9	-	-	$ 2,289.00
1250-0200-0700	252	4TH AVENUE SE	7	2	LOT 7, BLOCK 2, DINSDALE'S 2ND	21.1	21.1	-	-	-	$ 3,692.50
1250-0200-0800	260	4TH AVENUE SE	8	2	LOT 8, BLOCK 2, DINSDALE'S 2ND	36.5	34.8	1.7	-	-	$ 6,447.00
0660-0000-0602	304	4TH AVENUE SE	E51' N150' 6, ...		E51' N150' LOT 6, 24' X 150' LOT 7, AUDITOR'S PLAT #9	31.7	11.6	20.1	-	-	$ 6,251.00
0660-0000-0601	306	4TH AVENUE SE	W100' 6		W100' LOT 6, AUDITOR'S PLAT #9	29.4	16.1	13.3	-	-	$ 5,610.50
1200-0500-0600	30	5TH AVENUE SE	6	E	LOT 6 PLUS 8' VACATED ALLEY, BLOCK E, MCDONOUGH'S	21.2	-	21.2	-	-	$ 4,452.00
1200-0500-0500	36	5TH AVENUE SE	5	E	LOT 5, BLOCK E PLUS 8' VACATED ALLEY, MCDONOUGH'S	23.2	23.2	-	-	-	$ 4,060.00
0661-0000-0100	105	5TH AVENUE SE	1, N8" 2.....		LOT 1, N8' LOT 2, AUDITOR'S PLAT #9, SUBDIVISION PART LOT 7, ALL LOT 8	29.0	3.8	25.2	-	-	$ 5,957.00
0661-0000-0200	121	5TH AVENUE SE	S56' 2, N50' 3...		S56' LOT 2, N50' LOT 3 OF LOT 7, AUDITOR'S PLAT #9, SUBDIVISION PART LOT 7, ALL LOT 8	14.5	12.0	2.5	-	-	$ 2,625.00
0662-0000-0300	124	5TH AVENUE SE	3 OF 8.....		LOT 3 OF LOT 8, AUDITOR'S PLAT #9, SUBDIVISION PART LOT 7, ALL LOT 8	17.8	-	17.8	-	-	$ 3,738.00
0662-0000-0400	134	5TH AVENUE SE	4 OF 8.....		LOT 4 OF LOT 8, AUDITOR'S PLAT #9, SUBDIVISION PART LOT 7, ALL LOT 8	41.5	18.7	22.8	-	-	$ 8,060.50
0661-0000-0300	135	5TH AVENUE SE	S14' 3, N58' 4...		S14' LOT 3, N58' LOT 4 OF LOT 7, AUDITOR'S PLAT #9, SUBDIVISION PART LOT 7, ALL LOT 8	18.8	18.8	-	-	-	$ 3,290.00
0662-0000-0500	144	5TH AVENUE SE	5 OF 8.....		LOT 5 OF LOT 8, AUDITOR'S PLAT #9, SUBDIVISION PART LOT 7, ALL LOT 8	24.9	4.8	20.1	-	-	$ 5,061.00

CITY OF DICKINSON - 2026 UTILITY & STREET IMPROVEMENTS PROJECT
SID NO. 202605-01

PARCEL ID	HOUSE #	STREET	LOT	BLOCK	LEGAL DESCRIPTION	REMOVAL OF CONCRETE (SY)	CONCRETE (4")	CONCRETE (6")	CONCRETE (8")	BOULEVARD RESTORATION (SY)	TOTAL ASSESSMENT
0661-0000-0400	145	5TH AVENUE SE	S6' 4, ALL 5.....		S6' LOT 4, ALL LOT 5 OF LOT 7, AUDITOR'S PLAT #9, SUBDIVISION PART LOT 7, ALL LOT 8	12.9	12.9	-	-	-	$ 2,257.50
0662-0000-0600	154	5TH AVENUE SE	6 OF 8.....		LOT 6 OF LOT 8, AUDITOR'S PLAT #9, SUBDIVISION PART LOT 7, ALL LOT 8	39.0	14.5	24.5	-	-	$ 7,682.50
0661-0000-0600	155	5TH AVENUE SE	6 OF 7.....		LOT 6 OF LOT 7, AUDITOR'S PLAT #9, SUBDIVISION PART LOT 7, ALL LOT 8	41.2	24.5	16.7	-	-	$ 7,794.50
1190-0100-0500	48	EAST BROADWAY	5	1	LOT 5, BLOCK 1, SOUTH DICKINSON	47.7	47.7	-	-	-	$ 8,347.50
1190-0200-0100	104	EAST BROADWAY	1	2	LOT 1, BLOCK 2, SOUTH DICKINSON	75.0	67.6	-	-	7.4	$ 11,941.00
1190-0300-0300	240	EAST BROADWAY	E3' LOT 2, ALL LOTS	3	E3' LOT 2, ALL LOTS 3-7, E3' LOT 8, BLOCK 3, SOUTH DICKINSON	78.7	51.3	-	27.4	-	$ 16,786.50
1190-0400-0100	304	EAST BROADWAY	1	4	LOT 1, BLOCK 4, SOUTH DICKINSON	-	-	-	-	-	$ -
1190-0400-0501	348	EAST BROADWAY	N96' LOT 5,	4	N96' LOT 5, BLOCK 4, SOUTH DICKINSON	60.9	29.2	31.7	-	-	$ 11,767.00
1190-0500-0100	404	EAST BROADWAY	1	5	LOT 1, BLOCK 5, SOUTH DICKINSON	93.0	49.4	43.6	-	-	$ 17,801.00
1190-0500-0500	448	EAST BROADWAY	5	5	LOT 5, BLOCK 5, SOUTH DICKINSON	79.3	53.3	26.0	-	-	$ 14,787.50
1190-0100-0901	41	SOUTH MAIN	S61.2' W3' LOT 9...	1	S61.2' W3' LOT 9, S61.2' LOT 10, BLOCK 1, SOUTH DICKINSON	53.4	24.3	-	-	29.1	$ 4,689.00
1200-0100-0101	109	SOUTH MAIN	N100' LOTS 1 & 2	A	N100' LOTS 1 & 2, BLOCK A, MCDONOUGH'S	30.2	4.8	1.9	23.5	-	$ 7,936.50
					TOTAL ASSESSMENT ITEMS	**6252.8**	**3715.6**	**1812.8**	**272.9**	**451.5**	**$ 1,115,467.00**

APPENDIX C.2

SID NO. 202605-02 DISTRICT MAP, PLAN DRAWINGS AND ASSESSMENT TABLE

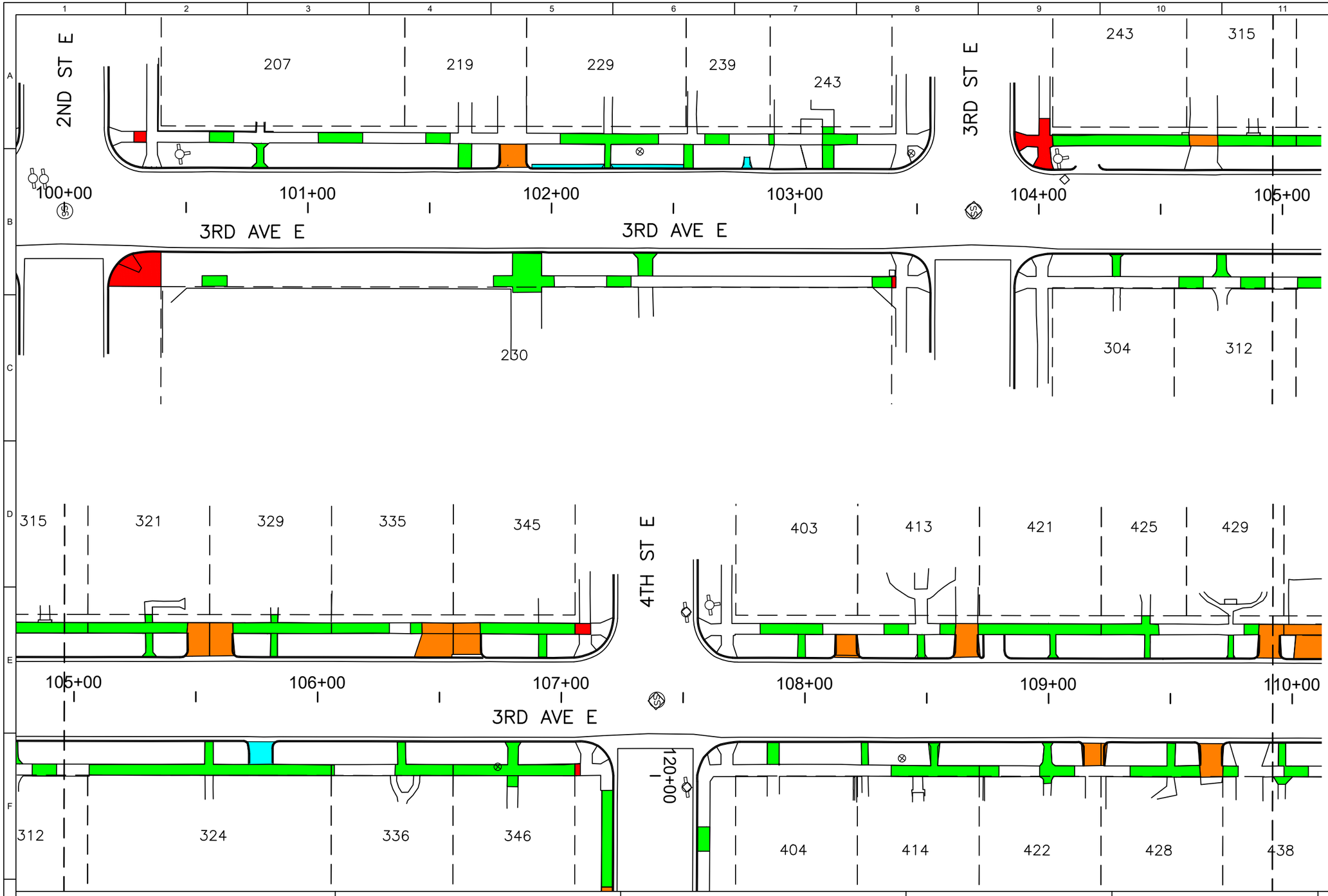
2026 Utility and Street Improvements Project
Special Improvement District No. 202605-2

Legend

Subdivison Name

- DICKINSON ORIGINAL PLAT
- HILLIARD & MANNING FIRST
- HILLIARD & MANNING FOURTH (REPLAT L 4 B 7)
- SID Boundary

7th St E
6th St E
5th St E
4th St E
3rd St E
2nd St E
Dupont St
Colfax St
Belmont St
1st Ave E
2nd Ave E
3rd Ave E
4th Ave E
5th Ave E
Summit Dr
Saint Wenceslaus Parish Office
TRACT OF LAND



N

0 20' 40'

SCALE: 1 INCH = 40 FEET

PRELIMINARY NOT FOR CONSTRUCTION

REVISIONS		
Issue #	Description	Date

CITY OF Dickinson North Dakota

2026 UTILITY & STREET IMPROVEMENT PROJECT
SID NO. 202605-02
3RD AVE E
STA: 100+00 TO 110+00

Apex Engineering Group

Bismarck - Detroit Lakes -
Dickinson - Fargo - St. Cloud
204 Sims Street, Suite # 201
Dickinson, North Dakota 58601
Office: 701-264-3939
www.apexenggroup.com

Project #: 24.107.0026
Date: November 2025
Drawn By: LF/TS
Checked By: LF/TS
Approved By: SS

Sheet:

SID.12

497

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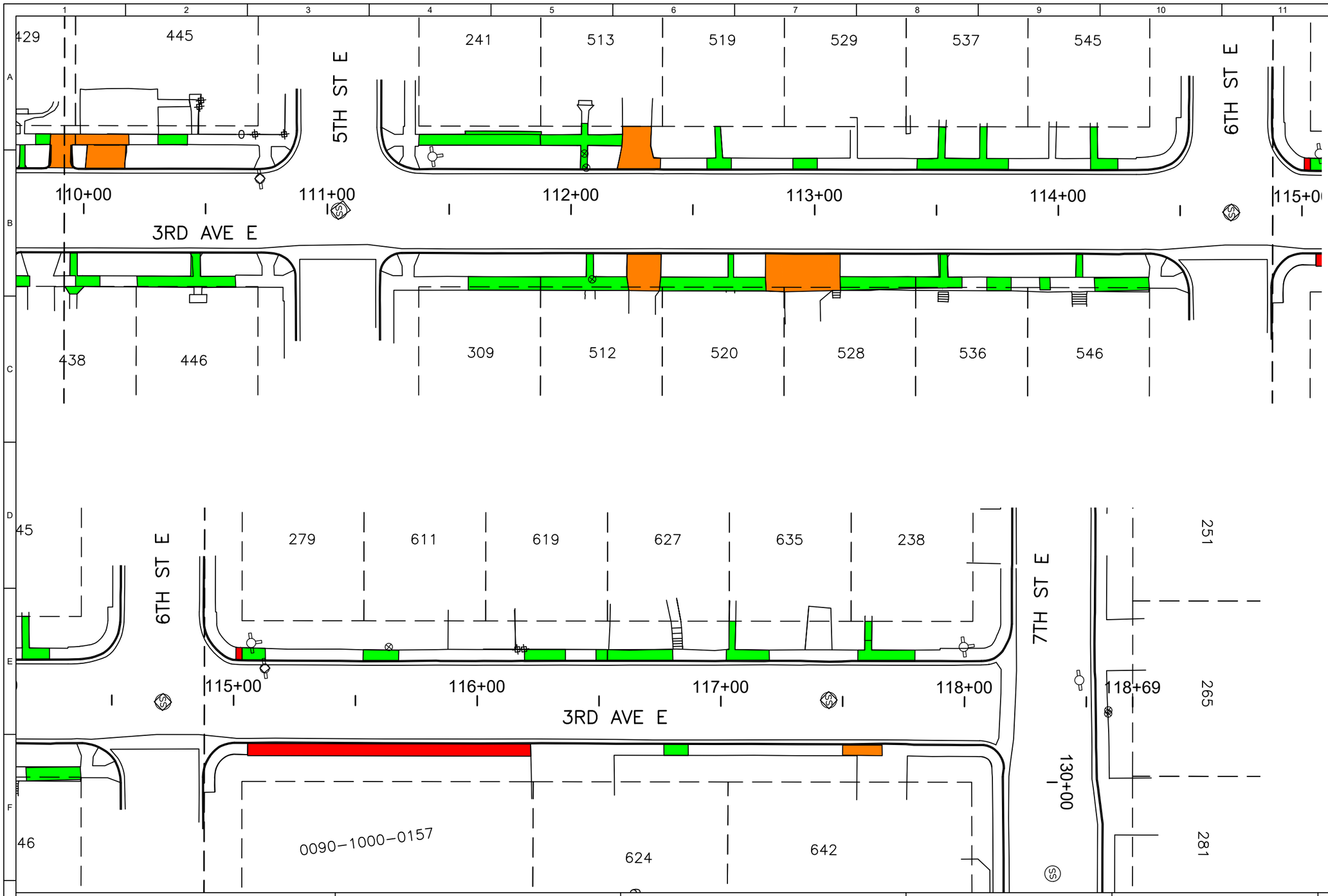

PRELIMINARY
NOT FOR
CONSTRUCTION

REVISIONS		
Issue #	Description	Date

CITY OF Dickinson North Dakota

2026 UTILITY & STREET IMPROVEMENT PROJECT
SID NO. 202605-02
3RD AVE E
STA: 110+00 TO 119+00

Apex Engineering Group
Bismarck - Detroit Lakes - Dickinson - Fargo - St. Cloud
204 Sims Street, Suite # 201
Dickinson, North Dakota 58601
Office: 701-264-3939
www.apexenggroup.com

Project #: 24.107.0026
Date: November 2025
Drawn By: LF/TS
Checked By: LF/TS
Approved By: SS

Sheet:
SID.13

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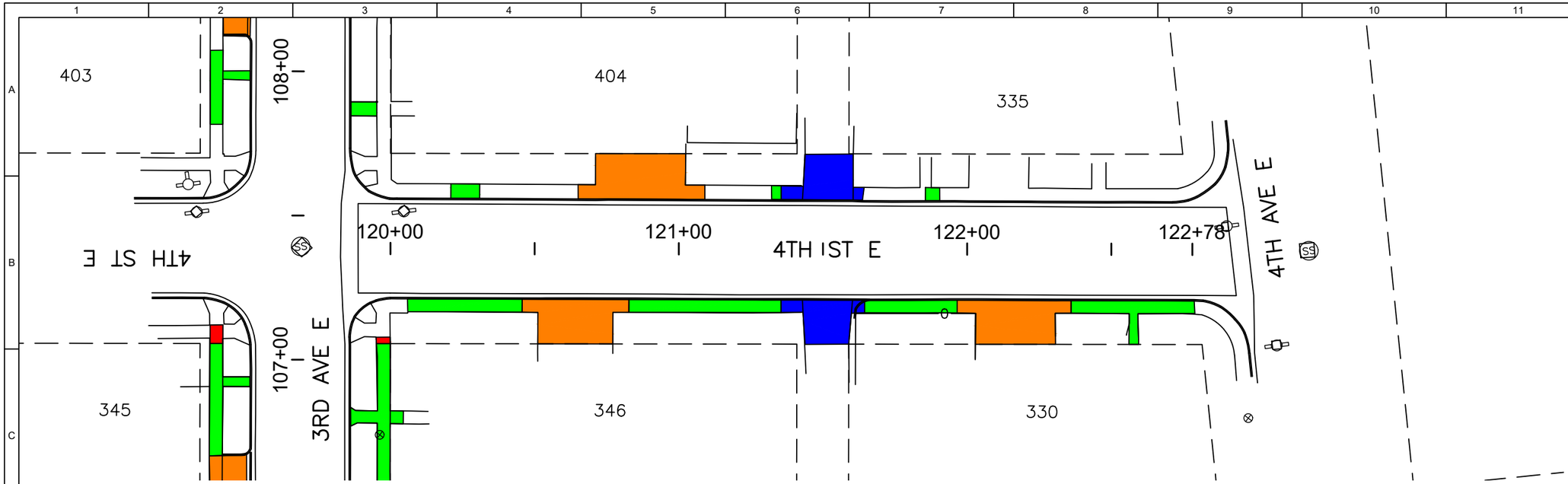

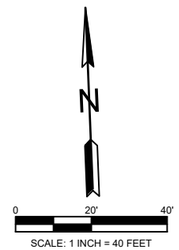

PRELIMINARY
NOT FOR
CONSTRUCTION

REVISIONS		
Issue #	Description	Date

CITY OF Dickinson North Dakota

2026 UTILITY & STREET
IMPROVEMENT PROJECT
SID NO. 202605-02
4TH ST E
STA: 120+00 TO 122+78

Apex Engineering Group
Bismarck - Detroit Lakes -
Dickinson - Fargo - St. Cloud
204 Sims Street, Suite # 201
Dickinson, North Dakota 58601
Office: 701-264-3939
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Project #: 24.107.0026
Date: November 2025
Drawn By: LF/TS
Checked By: LF/TS
Approved By: SS

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SID.14
499

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CITY OF DICKINSON - 2026 UTILITY & STREET IMPROVEMENTS PROJECT
SID NO. 202605-02

PARCEL ID	PLANNAME	HOUSE #	STREET	LEGAL DESCRIPTION	REMOVAL OF CONCRETE (SY)	CONCRETE (4")	CONCRETE (6")	CONCRETE (8")	BOULEVARD RESTORATION (SY)	TOTAL ASSESSMENT
0090-1000-0157	HILLIARD & MANNING FOURTH (REPLAT L 4 B 7)			LOT 5, BLOCK 10, HILLIARD & MANNING 4TH ADDITION, SUBDIVISION BLOCK 10	-	-	-	-	-	$ -
0010-2000-0900	DICKINSON ORIGINAL PLAT	207	3RD AVENUE E	LOTS 9-12, BLOCK 20, ORIGINAL PLAT	17.7	17.7	-	-	-	$ 3,097.50
0010-2000-0700	DICKINSON ORIGINAL PLAT	219	3RD AVENUE E	LOTS 7 & 8, BLOCK 20, ORIGINAL PLAT	23.3	11.0	12.3	-	-	$ 4,508.00
0010-2000-0500	DICKINSON ORIGINAL PLAT	229	3RD AVENUE E	S15.6' LOT 4, ALL LOTS 5 & 6, BLOCK 20, ORIGINAL PLAT	31.7	21.9	-	-	9.8	$ 3,979.50
0010-2100-0000	DICKINSON ORIGINAL PLAT	230	3RD AVENUE E	BLOCK 21, ORIGINAL PLAT	48.5	48.5	-	-	-	$ 8,487.50
0010-2000-0300	DICKINSON ORIGINAL PLAT	239	3RD AVENUE E	LOT 3, N9.5' LOT 4, BLOCK 20, ORIGINAL PLAT	10.5	9.0	-	-	1.5	$ 1,597.50
0010-2000-0101	DICKINSON ORIGINAL PLAT	243	3RD AVENUE E	E86' LOTS 1 & 2, BLOCK 20, ORIGINAL PLAT	14.7	14.7	-	-	-	$ 2,572.50
0010-2200-0700	DICKINSON ORIGINAL PLAT	304	3RD AVENUE E	LOT 7, BLOCK 22, ORIGINAL PLAT	3.5	3.5	-	-	-	$ 612.50
0010-2200-0800	DICKINSON ORIGINAL PLAT	312	3RD AVENUE E	LOT 8, BLOCK 22, ORIGINAL PLAT	15.6	15.6	-	-	-	$ 2,730.00
0010-2300-0501	DICKINSON ORIGINAL PLAT	315	3RD AVENUE E	N45' LOT 5, BLOCK 23, ORIGINAL PLAT	21.5	15.7	5.8	-	-	$ 3,965.50
0010-2300-0400	DICKINSON ORIGINAL PLAT	321	3RD AVENUE E	LOT 4, BLOCK 23, ORIGINAL PLAT	38.3	24.1	14.2	-	-	$ 7,199.50
0010-2200-0900	DICKINSON ORIGINAL PLAT	324	3RD AVENUE E	LOTS 9 & 10, BLOCK 22, ORIGINAL PLAT	64.2	53.4	-	-	10.8	$ 9,507.00
0010-2300-0300	DICKINSON ORIGINAL PLAT	329	3RD AVENUE E	LOT 3, BLOCK 23, ORIGINAL PLAT	38.8	23.9	14.9	-	-	$ 7,311.50
0010-2300-0200	DICKINSON ORIGINAL PLAT	335	3RD AVENUE E	LOT 2, BLOCK 23, ORIGINAL PLAT	35.0	13.7	21.3	-	-	$ 6,870.50
0010-2200-1100	DICKINSON ORIGINAL PLAT	336	3RD AVENUE E	LOT 11, BLOCK 22, ORIGINAL PLAT	16.1	16.1	-	-	-	$ 2,817.50
0010-2300-0101	DICKINSON ORIGINAL PLAT	345	3RD AVENUE E	E1/2 LOT 1, BLOCK 23, ORIGINAL PLAT	39.4	23.2	16.2	-	-	$ 7,462.00
0010-2200-1200	DICKINSON ORIGINAL PLAT	346	3RD AVENUE E	LOT 12, BLOCK 22, ORIGINAL PLAT	128.5	78.2	50.3	-	-	$ 24,248.00
0010-3400-0602	DICKINSON ORIGINAL PLAT	403	3RD AVENUE E	E98' LOT 6, BLOCK 34, ORIGINAL PLAT	26.0	15.8	10.2	-	-	$ 4,907.00
0010-3500-0700	DICKINSON ORIGINAL PLAT	404	3RD AVENUE E	LOT 7, BLOCK 35, ORIGINAL PLAT	74.1	12.3	61.8	-	-	$ 15,130.50
0010-3400-0500	DICKINSON ORIGINAL PLAT	413	3RD AVENUE E	LOT 5, BLOCK 34, ORIGINAL PLAT	26.6	11.3	15.3	-	-	$ 5,190.50
0010-3500-0800	DICKINSON ORIGINAL PLAT	414	3RD AVENUE E	LOT 8, BLOCK 35, ORIGINAL PLAT	24.8	24.8	-	-	-	$ 4,340.00
0010-3400-0400	DICKINSON ORIGINAL PLAT	421	3RD AVENUE E	LOT 4, BLOCK 34, ORIGINAL PLAT	27.6	27.6	-	-	-	$ 4,830.00
0010-3500-0900	DICKINSON ORIGINAL PLAT	422	3RD AVENUE E	LOT 9, BLOCK 35, ORIGINAL PLAT	23.9	15.9	8.0	-	-	$ 4,462.50
0010-3400-0300	DICKINSON ORIGINAL PLAT	425	3RD AVENUE E	S35' LOT 3, BLOCK 34, ORIGINAL PLAT	15.4	15.4	-	-	-	$ 2,695.00
0010-3500-1000	DICKINSON ORIGINAL PLAT	428	3RD AVENUE E	LOT 10, BLOCK 35, ORIGINAL PLAT	35.2	18.1	17.1	-	-	$ 6,758.50
0010-3400-0200	DICKINSON ORIGINAL PLAT	429	3RD AVENUE E	S1/2 LOT 2, N15' LOT 3, BLOCK 34, ORIGINAL PLAT	20.2	5.2	15.0	-	-	$ 4,060.00
0010-3500-1100	DICKINSON ORIGINAL PLAT	438	3RD AVENUE E	LOT 11, BLOCK 35, ORIGINAL PLAT	12.9	12.9	-	-	-	$ 2,257.50
0010-3400-0101	DICKINSON ORIGINAL PLAT	445	3RD AVENUE E	E1/2 LOT 1, E1/2 N1/2 LOT 2, BLOCK 34, ORIGINAL PLAT	33.6	5.8	27.8	-	-	$ 6,853.00
0010-3500-1200	DICKINSON ORIGINAL PLAT	446	3RD AVENUE E	LOT 12, BLOCK 35, ORIGINAL PLAT	24.2	24.2	-	-	-	$ 4,235.00
0010-3600-0500	DICKINSON ORIGINAL PLAT	512	3RD AVENUE E	LOT 5, BLOCK 36, ORIGINAL PLAT	47.8	25.1	22.7	-	-	$ 9,159.50
0010-3700-0500	DICKINSON ORIGINAL PLAT	513	3RD AVENUE E	LOT 5, BLOCK 37, ORIGINAL PLAT	47.2	21.1	26.1	-	-	$ 9,173.50
0010-3700-0400	DICKINSON ORIGINAL PLAT	519	3RD AVENUE E	LOT 4, BLOCK 37, ORIGINAL PLAT	8.7	8.7	-	-	-	$ 1,522.50
0010-3600-0600	DICKINSON ORIGINAL PLAT	520	3RD AVENUE E	LOT 6, BLOCK 36, ORIGINAL PLAT	29.8	29.8	-	-	-	$ 5,215.00
0010-3600-0700	DICKINSON ORIGINAL PLAT	528	3RD AVENUE E	LOT 7, S4' LOT 8, BLOCK 36, ORIGINAL PLAT	69.7	17.8	51.9	-	-	$ 14,014.00
0010-3700-0300	DICKINSON ORIGINAL PLAT	529	3RD AVENUE E	LOT 3, BLOCK 37, ORIGINAL PLAT	4.9	4.9	-	-	-	$ 857.50
0010-3600-0800	DICKINSON ORIGINAL PLAT	536	3RD AVENUE E	N46' LOT 8, BLOCK 36, ORIGINAL PLAT	19.9	19.9	-	-	-	$ 3,482.50
0010-3700-0200	DICKINSON ORIGINAL PLAT	537	3RD AVENUE E	LOT 2, BLOCK 37, ORIGINAL PLAT	26.8	26.8	-	-	-	$ 4,690.00
0010-3700-0100	DICKINSON ORIGINAL PLAT	545	3RD AVENUE E	LOT 1, BLOCK 37, ORIGINAL PLAT	9.9	9.9	-	-	-	$ 1,732.50
0010-3600-0900	DICKINSON ORIGINAL PLAT	546	3RD AVENUE E	LOT 9, BLOCK 36, ORIGINAL PLAT	18.6	18.6	-	-	-	$ 3,255.00
0060-0700-0500	HILLIARD & MANNING FIRST	611	3RD AVENUE E	LOT 5, BLOCK 7, HILLIARD & MANNING ADDITION	7.0	7.0	-	-	-	$ 1,225.00
0060-0700-0400	HILLIARD & MANNING FIRST	619	3RD AVENUE E	LOT 4, BLOCK 7, HILLIARD & MANNING ADDITION	10.7	10.7	-	-	-	$ 1,872.50
0090-1000-0156	HILLIARD & MANNING FOURTH (REPLAT L 4 B 7)	624	3RD AVENUE E	LOT 4, BLOCK 10, HILLIARD & MANNING 4TH ADDITION, SUBDIVISION BLOCK 10	5.0	5.0	-	-	-	$ 875.00
0060-0700-0300	HILLIARD & MANNING FIRST	627	3RD AVENUE E	LOT 3, BLOCK 7, HILLIARD & MANNING ADDITION	13.2	13.2	-	-	-	$ 2,310.00
0060-0700-0200	HILLIARD & MANNING FIRST	635	3RD AVENUE E	LOT 2, BLOCK 7, HILLIARD & MANNING ADDITION	11.8	11.8	-	-	-	$ 2,065.00
0090-1000-0153	HILLIARD & MANNING FOURTH (REPLAT L 4 B 7)	642	3RD AVENUE E	LOT 1, BLOCK 10, HILLIARD & MANNING 4TH ADDITION, SUBDIVISION BLOCK 10	7.7	-	7.7	-	-	$ 1,617.00
0010-2300-0600	DICKINSON ORIGINAL PLAT	243	3RD STREET E	S5' LOT 5, ALL LOT 6, BLOCK 23, ORIGINAL PLAT	28.8	28.8	-	-	-	$ 5,040.00
0010-2200-0100	DICKINSON ORIGINAL PLAT	330	4TH STREET E	LOT 1, BLOCK 22, ORIGINAL PLAT	93.1	40.5	52.6	-	-	$ 18,133.50
0010-3500-0600	DICKINSON ORIGINAL PLAT	335	4TH STREET E	LOTS 5 & 6, BLOCK 35, ORIGINAL PLAT	2.5	2.5	-	-	-	$ 437.50
0010-3700-0600	DICKINSON ORIGINAL PLAT	241	5TH STREET E	LOT 6, BLOCK 37, ORIGINAL PLAT	29.0	29.0	-	-	-	$ 5,075.00
0010-3600-0400	DICKINSON ORIGINAL PLAT	309	5TH STREET E	LOT 4, BLOCK 36, ORIGINAL PLAT	18.1	18.1	-	-	-	$ 3,167.50
0060-0700-0600	HILLIARD & MANNING FIRST	279	6TH STREET E	LOT 6, BLOCK 7, HILLIARD & MANNING ADDITION	5.2	5.2	-	-	-	$ 910.00
0060-0700-0100	HILLIARD & MANNING FIRST	238	7TH STREET E	LOT 1, BLOCK 7, HILLIARD & MANNING ADDITION	15.0	15.0	-	-	-	$ 2,625.00
				TOTAL ASSESSMENT ITEMS	**1422.2**	**948.9**	**451.2**	**-**	**22.1**	**$ 261,141.00**