CITY COMMISSION MEETING - 3/3/2026 AGENDA

Tuesday, March 03, 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: 08-2026

Ordinance No: 1849

2. CONSENT AGENDA

A. Approval of City Commission Meeting Minutes dated February 17, 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. Land Sale Purchase Agreement - Stark County and Armory/LEC (Enc.)

Presented by: Administrator Dassinger

Consideration to approve

B. City Attorney Contract (Enc.)

Presented by: Administrator Dassinger

Consideration to approve

C. Prosecution Attorney Contract (Enc.)

Presented by: Administrator Dassinger

Consideration to approve

D. Sales Tax - Call for Election of New Sales Tax (Enc.)

Presented by: Attorney Wenko and Administrator Dassinger

Consideration to approve Resolution

E. Sales Tax - Joint Powers Agreement - Stark County and City of Dickinson (Enc.)

Presented by: Attorney Wenko and Administrator Dassinger

Consideration to approve Resolution

F. Public Works Operation Evaluations Consultant (Enc.)

Presented by: Administrator Dassinger

Consideration to approve Contract

G. Findings of Fact, Conclusions and Order Regarding Demolition of 45 7th Avenue West (Enc.)

Presented by: City Attorney Wenko

Consideration to approve

H. 2025 Year-End Unaudited Financial Report (Enc.)

Presented by: Deputy City Administrator Carlson

I. 2025 Year-End Encumbrances and Amendments (Enc.)

Presented by: Deputy City Administrator Carlson

Consideration to approve Resolution

4. PUBLIC WORKS

A. Introduction of Brett Christensen - Water Reclamation Facility Manager

Presented by: Interim Public Works Director Waldo

B. Nova Fire Protection Contract (Enc.)

Presented by: Interim Public Works Director Waldo

Consideration to approve Contract

C. Landfill Scale Rental Agreement for Landfill (Enc.)

Presented by: Interim Public Works Director Waldo

Consideration to approve Agreement

D. Hazardous Tree Removal

Presented by: Interim Public Works Director Waldo

Consideration to approve Resolution No. _____

E. Rolloff Truck Bid Award (Enc.)

Presented by: Interim Public Works Director Waldo

Consideration to approve Bid

F. Farm Land Lease Renewal - (Enc.)

Presented by: Interim Public Works Director Waldo

Consideration to approve

5. **PUBLIC SAFETY - FIRE**

   A. **EMS Update**

   Presented by: Chief Presnell

6. **PUBLIC SAFETY - POLICE**

7. **COMMUNITY DEVELOPMENT**

   A. **Chapter 62 - Rezoning Notice by Petition (Enc.)**

   Presented by: City Planner Birchak

   Consideration to approve second reading and final passage of Ordinance No. 1848

   B. **Gate City Bank Dickinson Revitalization Program Annual Renewal (Enc.)**

   Presented by: City Planner Birchak

   Consideration to approve Renewal

   C. **East Water Tank Bid Award (Enc.)**

   Presented by: Senior Engineer Keller

   Consideration to approve

   D. **Various Transportation Structures Project Contract to SRF Consulting (Enc.)**

   Presented by: Engineer and Community Development Director Skluzacek

   Consideration to approve the Agreement

   E. **202417 - 5th Street SE NDDOT Bid Award Contract (Enc.)**

   Presented by: Engineer and Community Development Director Skluzacek

   Consideration to approve the Contract

   F. **202417 - 5th Street SE NDDWR Grant Award (Enc.)**

   Presented by: Engineer and Community Development Director Skluzacek

   Consideration to approve Grant Award

   G. **Resolution for Sanitary Sewer and Water Service Voluntary Special Assessment (Enc.)**

   Presented by: Engineer and Community Development Director Skluzacek

   Consideration to approve Resolution No. _____

   H. **MSA Update with KLJ Engineering (Enc.)**

   Presented by: Engineer and Community Development Director Skluzacek

   Consideration to approve MSA

I. **General Consulting Task Order to KLJ Engineering (Enc.)**

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve the Task Order

J. **Grant Writing Service Task Order Amendment to KLJ Engineering (Enc.)**

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve the Contract

K. **Monthly Report (Enc.)**

Presented by: Engineer and Community Development Director Skluzacek

8. **PUBLIC HEARING – 5:00 PM**

A. **Public Hearing - Chapter 62 - Personal and Commercial Vehicle Definitions (Enc.)**

Presented by: City Planner Birchak

Consideration to approve first reading of Ordinance No. _____

9. **PUBLIC COMMENTS**

10. **COMMISSION COMMENTS**

11. **ADJOURNMENT**

Link for viewing City Commission Meeting:
https://youtube.com/live/OrfatVgXaIA
This link will not be live until approximately 4:30 PM MT on March 3, 2026.

Teams Meeting: https://tinyurl.com/CC03032026
Teams Meeting ID: 247 521 638 302 22 **Meeting Passcode:** PW7BJ2oS
Teams Phone #: 1701-506-0320 **Phone Conference ID:** 219 913 390#
Local Phone #: 701-456-7006

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

REGULAR MEETING **DICKINSON CITY COMMISSION** **February 17, 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, Commissioners Joe Ridl and Russ Murphy.

Telephone: None

Absent: Vice President Robert Baer and Commissioner Fridrich

PLEDGE OF ALLEGIANCE

1. ORDER OF BUSINESS

MOTION BY: Joe Ridl SECONDED BY: Russ Murphy

To approve the February 17, 2026 meeting as presented.

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

2. CONSENT AGENDA

MOTION BY: Russ Murphy SECONDED BY: Joe Ridl

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

B. Approval of Accounts Payable, Commerce Bank and Checkbook

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

3. ADMINISTRATION/FINANCE

A. Harlow's Bus Service

City Administrator Dustin Dassinger states as part of the NDLC Spring Conference the City is hosting is a tour of the Theodore Roosevelt Presidential Library on Tuesday, March 17th for attendees. The City is requesting approval for a Charter Coach Order with Harlow's Bus Service in the amount of $4,500 to cover the cost of two (2) 56 passenger coaches to provide transportation for this event.

MOTION BY: Russ Murphy SECONDED BY: Joe Ridl

To approve the Harlow's Bus Service contract for March 17, 2026.

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

B.ABM Printer Contracts

IT Director Aaron Meyer presents an ABM Printer Contract serves as our 5-year equipment lease and maintenance renewal. This renewal contains 2 printers, City Hall Main Level UB/Court Area and Dispatch. Within the contract both of the printers will be replaced with updated hardware with the Dispatch printer being updated to be a color model instead of Black and White to better support their operations. This contract utilizes the same verbiage that has been reviewed and approved by legal on the previous renewal. The contract is expected to add a $27.63 per month expense or approximately $331.56 cost per year.

MOTION BY: Russ Murphy SECONDED BY: Joe Ridl
To approve the ABM Printer Contracts.

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

C. 2024 and 2025 Audit Proposal

Deputy Finance Director Katie Greenwood presents the proposal for the 2024 and 2025 audit. She proposes Brady Martz to complete the 2024 and 2025 audit for a total of $52,500 each year. She states the timeline for Brady Martz would begin in the summer of 2026 with a final report by September, 2026. The 2025 timeline would be to start the fieldwork in the fall of 2026 with a final report by January, 2027. The 2025 audit could be concurrent with the 2024. She states Brady Martz is a local firm with governmental experience. The City is trying to get onto the schedule as Brady Martz is working on their client schedule for next year. The City has $60,000 for the audit.

MOTION BY: Russ Murphy SECONDED BY: Joe Ridl
To approve the 2024 and 2025 audit proposal with Brady Martz.

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

D. Monthly Financial Report

Deputy Finance Director Katie Greenwood updates the Commission with the monthly Financial Report. The general fund shows $10.5 million with the transfers to help cover expenses through the first quarter. Hospitality tax is up. Oil revenue is comparable to the previous year. Director Greenwood states staff is finalizing 2025 fund balances working on getting the report to the Commission next month.

E. Monthly HR Report

HR Director Shelly Nameniuk presents the monthly HR Report to include, Police Officer have four openings; Public Safety Telecommunicator have three open positions, one animal control and Fire Department has two Paramedics She states there are several positions open in the Public Works Department to include the Street Department, Solid Waste Operators, Solid Waste Foreman, Scale, Utility Operator and others. The Motor Vehicle Department Coordinator position has been filled. The GIS Tech is in the background phase; Project Engineer is filled and Seasonal Museum position is open.

Commissioner Russ Murphy asks why the City is losing police officers.

Ms. Nameniuk states in the last two exit interviews they did not state anything that it was in regards to the pay. They did not leave because of pay.

4. PUBLIC WORKS

A. No Report

5. PUBLIC SAFETY

A. Fire Department Annual Report

Fire Chief Jeremy Presnell presented the Annual Fire Department report. He states 2025 was very busy and reminds the community of all the services they provide. He reviews the breakdown of the services that are demanded and they had seen an increase due to the ambulance. He states that Fridays are the busiest and the natures of calls starts off with

EMS calls. There were 1700 calls for service in 2025; 110 fires and 177 good intent calls and 377 false alarms. There are 76.5% EMS calls results in transport. He states there was fire loss of just under $12 million in property loss. He discusses the response times and states that Station 1 still handles the lion share of the calls. During this period of time, they had 1,178 routine inspections, 323 public educations, 14 CO's, other others. Chief Presnell states the Fire Department tries to be part of many events.

President Scott Decker thanks Chief Presnell and his staff for keeping the community safe.

B. Bid Award- Pierce Pumper Fire Engine

Fire Chief Jeremy Presnell presents a bid award to purchase with all attachments referenced in the agreement with MacQueen Equipment, LLC, as a Delaware limited liability company DBA MacQueen Emergency. He states the price has doubled since 2010 and currently is $1,419,287.00. The production will take 4+ years and if the City delays prices will increase and longer production time. He states the City purchased the tower 3-4 years ago and it was $1.6 and now it is $2.3 with no changes. He states the life expectancy should be 20-25 years. This would be replacing a 22-year-old truck.

President Scott Decker states that since he has been on the Commission prices have continued to jump.

MOTION BY: Russ Murphy SECONDED BY: Joe Ridl
To approve the award for the MacQueen Equipment LLC.

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

C. Pierce Pumper Lease and Finance

Fire Chief Jeremy Presnell is looking to lease purchase through Pierce Financing for the fire engine. He did review this with legal and finance and this would be a good way to go for the City. He states through financing the City would get a prepaid discount. Funding for this fire engineer would be to use insurance reserve funds. Chief Presnell states by the time the City gets the fire engine it should be paid off by then**.**

MOTION BY: Joe Ridl SECONDED BY: Russ Murphy
To approve Resolution 06-2026.

RESOLUTION NO: ____06-2026
DICKINSON FIRE DEPARTMENT LEASE PURCHASE

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

B.Police

A. No Report

6. COMMUNITY DEVELOPMENT SERVICES

A. West Ridge 4th Addition Subdivision

City Planner Natalie Birchak presents a name change for West Ridge 4th Addition and to change it to West Ridge 5th Addition. When City staff went to record West Ridge 4th Addition information it already had an existing plat recorded with West Ridge 4th Addition and could not be recorded. This is a minor clerical error. This change would not affect the final plat. The resolution is proof that the Commission is made aware of this change.

MOTION BY: Russ Murphy SECONDED BY: Joe Ridl

To approve Resolution 07-2026.

RESOLUTION NO: ____07-2026

A RESOLUTION APPROVING THE NAME CHANGE FROM WEST RIDGE 4TH ADDITION TO WEST RIDGE 5TH ADDITION FOR THE PROPOSED REPLAT OF LOTS 1-6 IN BLOCK 6, LOTS 1-16 IN BLOCK 7, LOTS 1-18 IN BLOCK 8, LOTS 1-18 IN BLOCK 9, LOTS 1-18 IN BLOCK 10, LOTS 1-26 IN BLOCK 11, LOTS 1-17 IN BLOCK 12, LOTS 1-6 IN BLOCK 13, LOTS 1-18 IN BLOCK 14, AND LOTS 1-2 AND TRACT D-1 IN BLOCK 15 OF WEST RIDGE 2ND ADDITION LOCATED IN THE SE1/4 OF SECTION 36, TOWNSHIP 140 NORTH, RANGE 97 WEST, 5TH PRINCIPAL MERIDIAN, CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA

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

B. DWR Cost Share Agreement for East Broadway Dam

Senior Engineer Kris Keller presents an agreement amendment with the ND Dept. of Water Resources to provide cost sharing with the City for the pre-construction phase of the East Broadway Dam project. The cost share is for an additional **$30,045**. This is in conjunction with the previously approved contract amendment with Barr Engineering from the January 23, 2026 commission meeting. The funds for the cost share are budgeted and were originally intended to be part of the construction phase of the project. This would be paid out of GPT. City Attorney has reviewed this contract. The city engineering staff recommends approval.

MOTION BY: Joe Ridl SECONDED BY: Russ Murphy
To approve the DWR Cost Share Agreement for East Broadway Dam

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

C. ESRI – GIS Software Renewal

Engineer and Community Development Director Joshua Skluzacek presents an annual maintenance for the GIS software. It includes our enterprise software (SQL Geodatabase, Server and Portal), desktop software used by employees from several departments, along with the ability to publish web maps for public use and services giving various contractors access to our data. Director Skluzacek did try and negotiate this price down but with no avail. The cost is $11,490.

MOTION BY: Joe Ridl SECONDED BY: Russ Murphy
To approve the ESRI – GIS Software Renewal contract.

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

D. ESRI – GIS Technician Software

Engineer and Community Development Director Joshua Skluzacek presents
annual maintenance for the GIS software license to be used by the newly hired GIS Technician. It is in addition to the renewal for software we previously licensed, a professional level license including many of the advanced capabilities available for both desktop and enterprise. The prices are available to us as a local government through a purchase agreement negotiated by the State of North Dakota with ESRI, the company that makes the GIS software. The cost for this is $2,200. The city engineering staff recommends approval.

Commissioner Joe Ridl questions the credits the company is talking about. Additional credits can be purchased for $120. If the City approves this agreement what is going on with the credits.

Director Skluzacek states he would have to double check on this issue with GIS and get back to the Commission. He states this does fit within the budget constraints. He was hoping to get this software license ready for March when the new tech will start. He will work with the vendor.

MOTION BY: Russ Murphy SECONDED BY: Joe Ridl
To approve the ESRI – Additional GIS Software contract.

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

E. Chapter 20-3 – Floods Ordinance Amendment

Engineer and Community Development Director Joshua Skluzacek presents a Chapter 20-3 amendment with Senate Bill 2027 (SB 2027) which took effect on August 1, 2025. SB 2027 made several changes to North Dakota Century Code related to floodplain management authority. This is provided for a second reading and City Engineering staff recommends approval.

MOTION BY: Joe Ridl SECONDED BY: Russ Murphy
To approve second reading and final passage of Ordinance No. 1847

ORDINANCE NO. 1847

AN ORDINANCE AMENDING AND RE-ENACTING SECTION 20-3 OF THE MUNICIPAL CODE OF THE CITY OF DICKINSON, NORTH DAKOTA, RELATING TO FLOOD PLAIN MANAGEMENT

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

F. Highway 22 Roundabout Cost Participation and Maintenance Agreement with NDDOT

Engineer and Community Development Director Joshua Skluzacek presents a contract with the North Dakota Department of Transportation (NDDOT) for cost participation, construction and maintenance agreement for NDDOT HEN-5-022(144)069 - PCN 23691, City of Dickinson project number 202233. The total project estimate is $4,392,232 at a Federal Highway Administration (FHWA) cost participation of eligible bid items as specified on Page 1 of 7 in the agreement. The City of Dickinson's estimated share of the project is $205,201. The City Attorney has reviewed this contract with no comments. The project bid opening is scheduled for Friday February 27, 2026 and will be administered through the NDDOT bidding process. An application for 60% cost share will be submitted to the North Dakota Department of Water Resources (NDDWR) to partially fund the eligible bid items for the approximate 250-feet of new 8-inch PVC watermain included with the project. All other costs for this project that are not funded through the FHWA, NDDOT, and the NDDWR will be funded utilizing Gross Production Tax (GPT) which was included with the approved capital improvement plan budget for 2026. The city engineering staff recommends approval.

MOTION BY: Russ Murphy SECONDED BY: Joe Ridl
To approve Highway 22 Roundabout Cost Participation and Maintenance Agreement with NDDOT.

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

G. General Services Task Order to Highlands Engineering and Surveying, PLLC

Engineer and Community Development Director Joshua Skluzacek presents a task order with Highlands Engineering & Surveying, PLLC for general services. This task order is a renewal of the current task order that was under the Master Service Agreement (MSA) which was executed in January 2018. This task order will be under the new MSA which was approved at the January 20, 2026 City Commission meeting. Typical tasks that have been requested under the general services task order are anticipated to be survey and engineering requests as needed to review: easements, legal descriptions, utility information, signage, and other miscellaneous needs of the engineering department. The city engineering staff recommends approval.

MOTION BY: Russ Murphy SECONDED BY: Joe Ridl
To approve the general services task order to Highlands Engineering and Surveying.

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

H. I-94 West Business Loop Cost Participation and Maintenance Agreement with NDDOT

Engineer and Community Development Director Joshua Skluzacek presents aa contract with the North Dakota Department of Transportation (NDDOT) for cost participation, construction and maintenance agreement for NDDOT project NHU-5-094(160)903 - PCN 23695, City of Dickinson project number 202233. The total project estimate is $15,869,291 at a Federal Highway Administration (FHWA) cost participation of eligible bid items as specified on Page 1 of 7 in the agreement. The City of Dickinson's estimated share of the project is $2,499,090. The City Attorney has reviewed this contract with no comments. The project bid opening is scheduled for Friday February 27, 2026 and will be administered through the NDDOT bidding process. An application for 60% cost share will be submitted to the North Dakota Department of Water Resources (NDDWR) to partially fund the eligible bid items for the extending approximate 300-feet of new 8-inch PVC watermain included with the project. All other costs for this project that are not funded through the FHWA, NDDOT, and the NDDWR will be funded utilizing Gross Production Tax (GPT) which was included with the approved capital improvement plan budget for 2026. The city engineering staff recommends approval.

MOTION BY: Russ Murphy SECONDED BY: Joe Ridl
To approve the I-94 West Business Loop Cost Participation and Maintenance Agreement with NDDOT.

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

I. I-94 West Business Loop Roundabout Cost Participation and Maintenance Agreement with NDDOT

Engineer and Community Development Director Joshua Skluzacek presents a contract with the North Dakota Department of Transportation (NDDOT) for cost participation, construction and maintenance agreement for NDDOT HEN-5-094(159)904 - PCN 23692, City of Dickinson project number 202233. The total project estimate is $4,607,230 at a Federal Highway Administration (FHWA) cost participation of eligible bid items as specified on Page 1 of 7 in the agreement. The City of Dickinson's estimated share of the project is $239,105. The City Attorney has reviewed this contract with no comments. The project bid opening is scheduled for Friday February 27, 2026 and will be administered through the NDDOT bidding

process. The city engineering staff recommends approval.

MOTION BY: Joe Ridl SECONDED BY: Russ Murphy
To approve the I-94 West Business Loop Roundabout Cost Participation and Maintenance Agreement with NDDOT.

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

7. PUBLIC HEARING – 5:00 P.M.

A. Public Hearing – Chapter 62 – Short-Term Rentals

City Planner Natalie Birchak states Community Development staff is requesting approval of zoning text amendments to Section 62-133 – Commercial use types, Table 62-162-2. Permitted Uses by Zoning Districts in Section 62-162 – Development Regulations, and Section 62-469 – Commercial uses, in Chapter 62-Zoning of the Dickinson Municipal Code, to permit and license short-term rental uses in the Rural Residential (RR), Low Density Residential (R-1), Medium Density Residential (R-2), High Density Residential (R-3), Mobile Home (MH) and Downtown Commercial (DC) zoning districts. This proposed amendment also establishes a licensing process for short-term rental uses in resident-owned homes that are residential in appearance. The proposed ordinance amending Chapter 62 addressing short-term rentals is included with this staff report. As part of the process of developing these proposed amendments, staff reviewed short-term rental requirements adopted by local governments in North Dakota, South Dakota, and Montana. Workshops on this topic were held at the October 8, 2025 and December 10, 2025 City Planning and Zoning Commission meetings. This zoning text amendment addresses the feedback received from the two workshop meetings. This ordinance was brought forward to the January 14, 2026 Planning and Zoning Commission Meeting for public hearing. The commission tabled the ordinance and requested that Community Development staff add a penalty to operating without a license. Following the guidance of the City Attorney, Community Development staff has added a scaling penalty, with the first offense of operating without a license incurring a $250 administrative penalty, the second offense incurring a $500 administrative penalty, and the third offense incurring a $750 administrative penalty and license revocation. Staff recommends approval of this text amendment. She states staff have received numerous calls in town wondering how this would impact them and 2 owners showed support of this new code.

President Scott Decker opens the public hearing at 5:07 p.m.

Angela Haverluk who is a Real Estate Professional asked for clarification on the recommendations – any other short term rental financial stakes in – why specific here and any other. If you own that property have that use to rent. I have apartments in Dickinson and have one particularly why that makes a difference and it is a rental already. The other is why the maximum 2 short term rental licenses. If it is a large corporation or someone who does not have interest in Dickinson. The rent income does pay hospitality tax and is spent there locally and then returned back to Dickinson. Don't know why would it make sure if we have 3 or 4. If there is a concern that we are taking away from hotel industry. It is still returning back to community. There is a huge desire for traveling medical professionals looking for us to be in this area. Having this to be a home away from home and not be in a hotel. Shift work is definitely an advantage. Huge allergies that people stay in hotel and having to go out and eat limits their vacation stay. There are multiple times buy and selling – having their belongings in a hotel. Bismarck has a very limited ordinance in Bismarck. Not as restricted. A little excessive in Dickinson. Section d and f and only permitted by residential homes owned by licenses. A little over reach or

excessive. Penalties – more to be looked at here and addressed for this ordinance. There are a lot of people looking for short term rentals.

Planner Birchak states the main reason why those requirements for any financial state because of the 2 short term rental limit. As for why the #2 is chosen we were trying to limit the number of residential homes that are turned into short term rental. Short term rentals can have a hurt on homes. Short term rentals overtaking the sale of homes and jacking up the prices. She states at this time there is not many homes for sale. She states in the past city of Dickinson due to some of the oil industries with transient workers companies would come and buy smaller homes. Four or more rooms as a short term and then has to get licensed by the state. If you have to look at what the nature is of the building it will be a little more complicated.

Whitney Krieg – common theme visits Medora but not stay there. Beautiful home I am never at – I should post on Airbnb. Short term rental is not for everyone and is not as easy as you think. 2nd one purchased. Full remodel and posted earlier this year for bookings. Three properties make me a small business with a successful solid hiring cleanings, guests are thoroughly vetted and I have denied many requests. They state their intentions to stay there. They choose Dickinson to stay at my place and spending money in Dickinson. Provide them with short term rental options in Dickinson. I have reinvested all my properties and brought them up to code. I know the laws and follow them and deeply care about my reputation. I haven't had the FD, PD or ambulance at my property and no complaints. Attentive, responsive and doing this the right way. Too many easy work arounds, it doesn't stop short term rental growth. Codes was from Bismarck, Fargo or Rapid City. Dickinson has been the gateway to Medora. I have spoken with elected officials and no regulations or general guidelines. I am here to work why the city to support limited reasonable. This limits small business owners that are doing this correctly. These do contribute to tourism, local spending and improving homes in the City.

Commissioner Russ Murphy questions do you pay any hospitality tax. Do you believe that they pay to the city?

Ms. Krieg states yes, she does pay taxes. She states her people are not short-term rentals now.

Ms. Katie Culver Marsh runs a hotel in Dickinson. Do we need this change? I don't think we need any regulations on any short-term rentals. The more things were regulated, the more we have to regulate and the cost wise. Hotel booked out for a year now. If no short-term rentals the city of Dickinson will miss out for the income from them. She looked online and what other cities and comparative to Spearfish – task force for what is needed and not needed and we haven't done our due diligence to see what is needed. What works for us. Dickinson can't adopt from Bismarck. Dickinson needs to make something that works for Dickinson. Ask that we don't send this through in the model that current. Ms. Marsh did not come to the P&Z meeting

Ben Kappel thanks the Commissioner for what they do. Proposal goes far beyond regulations. Testifying against bills, outside interest groups. Once again you tell how many properties they can own and lease them, shift to the left. No sense in Dickinson. I don't own or rent short term rental. This sounds a lot of work. I am only here to ensure private property. The state already exists who are we to dictate all these rules. People have spent decades owning these properties are already leased for a year to all kinds of people. That doesn't make sense. This puts us at the most restrictive city in Dickinson. Most restrictive is West Fargo and no cap on the #. Rules are ND rules. Suggest Commission look into the other municipalities are to regulate. They are already regulated in our code. There will be downstream macros impacts. People rely on short term rentals. Are you kicking traveling nurses out? It does pay the city's hospitality tax and losing revenue if we restrict these. TR library and may be a short term. Over regulation. If there is an issue in the future the city can address this. Why not make a city cap as that is available. Rules – who

is going to approve that. I was shocked that you didn't ask for insurance. If the state of ND can verify ownership, I am sure that the city of Dickinson can verify that. You are only allowing them in buildings of 4 or less. Rushed, poorly researched and poorly written and to overhaul it. Bismarck and Fargo very reasonable than what you are presenting tonight. They are already regulated in the city code. Mr. Kappel did not attend the P&Z meeting.

President Scott Decker closes the public hearing 5:37 p.m.

Commissioner Joe Ridl doesn't have any questions but more statements. He looks through this and listening to folks it is fairly ridiculous; it is private property and I will relate this to farming if you will. If there was any type of ground with these rules, I would not even do anything with this. I don't see any reason at all for 95% of what is down here. Makes no sense to me. License and penalties to a point but as stated they go through and vetting people coming in there.

City Planner Birchak states we don't have a guarantee that they are vetting people
Putting in some regulations and make sure that things are up to code.

Commissioner Ridl states it has to pass the building code. No different than buying a house. That should be the way it is. Follow the fire code. Have them provide liability insurance and do the things like that. Plum ridiculous. Big struggle with this one.

Commissioner Russ Murphy states it is like starting a private business. Housing cost issue and that can't be denied and brings extra competition to those homes. We don't have a surplus of homes. Neighborhood feel that this has been brought up to me. He does get both sides of this. The City needs to start somewhere. Always a little bit of push and pull. If there is no regulation or code and then draw a line to get a grasp on it. Cities around the state and we don't have the regulations. Where we end, I don't know. Not have it I think that could be dangerous. If other cities have them, I think that this is proof that these municipalities there needs to be a delineation with this type of business. Some might be a little extreme but I think we need to look at some of this. I attended the P&Z meeting, little to no comment on it and now there is frustration and now end up at the commission. Could have been taken care of and would be a different product. Residents take a look at and be part of it and not part of rewrite process.

President Scott Decker is not happy with this. You don't start with lead weight and start to shave off pieces. Motion if that is fine but would rather have a better piece to come back to us.

Engineer and Community Development Director Joshua Skluzacek states the City will reach out to some folks from tonight and look for a task force and route it back through P&Z for additional feedback.

President Scott Decker and Commissioner Joe Ridl do not want to table this item.

MOTION BY: Joe Ridl SECONDED BY: Russ Murphy
To Deny this Ordinance as Written.

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

B. Public Hearing – Chapter 62 – Rezoning Notice by Petition

City Planner Natalie Birchak states Community Development staff is requesting approval of zoning text amendments to Section 62-56 – Amendment procedure, in Chapter 62-Zoning of the Dickinson Municipal Code, to remove the requirement placed on rezoning and Special Use Permit (SUP) applicants to notify adjacent property owners through

petition signature collection. This amendment also clarifies the specific procedure the City utilizes to notify adjacent properties of any public hearings. The proposed ordinance amending Chapter 62 addressing removal of notice by petition is included with this staff report. The notification by petition requirements, Community Development staff determined the process would place an undue burden on applicants and potentially halt even favorable rezoning or SUP applications in the event any adjacent property owners are not available to sign a petition. Staff recommends approval of this text amendment.

President Scott Decker opens the public hearing at 5:47 p.m. Hearing no public comments the public hearing was closed at 5:48 p.m. and the following motion was made.

MOTION BY: Russ Murphy SECONDED BY: Joe Ridl
To approve first reading of Ordinance No. 1848

ORDINANCE NO. 1848

AN ORDINANCE AMENDING AND RE-ENACTING CHAPTER 62, RELATING TO PUBLIC HEARING NOTICES FOR REZONING REQUESTS AND SPECIAL USE PERMITS

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

C. Public Hearing – Chapter 62 – Personal and Commercial Vehicle Definitions

City Planner Natalie Birchak presents a request for approval of zoning text amendments to Section 62-10 – Definitions, Section 62-471 – Accessory uses, and Section 62-594 – Parking of certain vehicles, in Chapter 62-Zoning of the Dickinson Municipal Code, to update the definitions of personal, commercial, heavy, and recreational vehicles. This proposed amendment also clarifies that heavy vehicles cannot be parked or stored on residential lots. The proposed ordinance amending Chapter 62 updating vehicle definitions is included with this staff report. At the request of City officials, the Community Development Department began researching how different North Dakota communities define personal, commercial, recreational, and heavy vehicles, as well as how those definitions compare to those found in the North Dakota Century Code. Heavy commercial vehicles are referred to in Section 62-471: Accessory uses, in reference to the parking and storage of heavy commercial vehicles for home-based occupations. As heavy commercial vehicles are not defined in the Municipal Code, this amendment updates the language to reference heavy vehicles. Section 62-594(a)(5) states that "Commercial vehicles and heavy vehicles shall not be parked on any lot within the R-1, R-2, R-3, and MH Districts. This section shall apply even if the commercial vehicle or heavy vehicle is not being driven for the purpose of the commercial application, endeavor or business at the time said vehicle is parked within the aforementioned zoning districts." In the past, there has been confusion from residents about what constitutes a commercial vehicle and where these vehicles can be parked and stored. Staff recommends approval of this ordinance change.

President Scott Decker questions how heavily enforceable is this going to be. Don't want to put extra burden on city staff to put on more rules.

Planner Birchak states this would be complaint driven and handled by code enforcement.

City Attorney Christina Wenko states the reason for changes is coming forward is because of complaints. This is not identified in the code and need to be addressed.

President Scott Decker opens the public hearing at 5:56 p.m.

Resident Jeff Ficek has an issue with this change as it is an overreach for regulating personal property. He states if it is already parking tractor on curb. This doesn't fix the problem. It addresses personal property. As far as unsightliness or uncleanliness already have to be parked on pads. If they are parking on the front lawn, you can have them move. If a large commercial vehicle in back yard on a pad it is okay. Again, this is so much overreach. If complaint driven that are very grateful for tractors to that doesn't get their driveway clean and they complain. Complaint driven is only favors. Uneven enforcement of the law and that is unamerican. I think this is overreach on this and making a duplicate. Use what you have already to enforce this. Mr. Ficek states if it is already on personal property. if it is in the front yard that is different.

President Scott Decker closes the public hearing at 6:00 p.m.

President Scott Decker states the City passed the last rezone by petition and we had general discussion on that subject. The City has never had discussion on this and missing a few commissioners on this issue. I would like full discussion with commission.

MOTION BY: Joe Ridl SECONDED BY: Russ Murphy
To table this Ordinance proposal for Chapter 62 - Personal and Commercial Vehicle Definitions.

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

City Administrator Dustin Dassinger thanks City Planner Birchak for all the time she has spent on this change. He states there is a process in P&Z for citizens and commission to make comments. He thanks her for the work she does.

President Scott Decker states some things come out of P&Z that the commission is not going to agree upon. Nothing against city employees or P&Z commission that is how it comes out of there sometimes. It is part of our process. I do agree with Commissioner Murphy come out of P&Z and no one is there at 7:00 a.m. in the morning. Coming here is when all the warts are exposed and shaving them off is not the best process. A little bit more community engagement is needed. Appreciate staff doing all the time and looking for the best for the city. Sometimes it needs to go back to the drawing board. Not everyone is going to agree.

Commissioner Russ Murphy suggest that P&Z should be at a different time.

Attorney Christina Wenko states the City is trying to find a time and having before business hours but something that we can look at. Going to struggle whenever you have this.

Commissioner Murphy states P&Z does a lot of work to get these things to come before commission and then we hear both sides. These could be taken care of in that meeting and we can get a good product with good knowledge before commission.

City Attorney Wenko states it is the public's responsibility to check what is on the agenda. Do some sort of notification on Facebook, city does a good job with that. She states if you don't know it is there so again what information is out there. Public engagement is reciprocated. Information is readily accessible and what is coming up in the agenda.

President Scott Decker states it is no small task to research and then present to two boards and hopefully no one feels like it is a personal attack. Sounding board for the community also.

9. PUBLIC COMMENTS NOT ON AGENDA

None

10. COMMISSION COMMENTS

None

11. ADJOURNMENT

MOTION BY: Joe Ridl SECONDED BY: Russ Murphy

Adjournment of the meeting was at 6:25 P.M.

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

OFFICIAL MINUTES PREPARED BY:

_____

Rita Binstock, Assistant to City Administrator

APPROVED BY:

_____

Dustin Dassinger, City Administrator

_____

Scott Decker, President
Board of City Commissioners

Date: March 3, 2026

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson
Payables Management

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

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

Print Option: DETAIL
Age By: Document Date
Aging Date: 2/1/2026

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: 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
	10099603	INV	2/6/2026	2/6/2026	$1,962.34	CURVE TRACK COVER, EXIT T		$1,962.34			
	10100521	INV	2/16/2026	2/16/2026	$7,057.12	470 TRACK ASSEMBLY KIT		$7,057.12			
							Due				
Voucher(s): 2						Aged Totals:	$9,019.46	$9,019.46	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	4604216364	CRM	2/3/2026		($147.12)	RETURN SPRING BRAKE TYPI		($147.12)			
	4604216104	INV	2/2/2026	2/2/2026	$147.12	SPRING BRAKE TYPE 3/36 SE/		$147.12			
	4604216461	INV	2/5/2026	2/5/2026	$95.95	PAD-DISC BRAKE SK7		$95.95			
	4604216406	INV	2/6/2026	2/6/2026	$215.14	CHAMBER BRAKE		$215.14			
	4604216434	INV	2/9/2026	2/9/2026	$195.72	ARM WIPER, WIPER BLADE		$195.72			
	4603115002	INV	2/20/2026	2/20/2026	$1,227.98	INSPECTION ON UNIT R65		$1,227.98			
							Due				
Voucher(s): 6						Aged Totals:	$1,734.79	$1,734.79	$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
	1CCJKGHVN7TN	INV	1/1/2026	1/1/2026	$63.95	INSECT TRAP REFILL CARTRI			$63.95		
	1CCJKGHVN7TN 012(	INV	1/1/2026	1/1/2026	$63.95	FLYING INSECT TRAPS, AIRC/			$63.95		
	14D7XNJGM7VD	INV	1/31/2026	1/31/2026	$20.57	SHEET PROTECTORS		$20.57			
	16XFCWGR77DQ	INV	2/9/2026	2/9/2026	$20.99	AAA BATTERIES		$20.99			
	1GGRDKLK7CRD	INV	2/10/2026	2/10/2026	$53.98	REUSABLE SHOPPING BAGS		$53.98			
	1QXMD9CWK6KJ	INV	2/10/2026	2/10/2026	$117.98	BOUNTY SELECT A SIZE PAPI		$117.98			
	17JTMDYC6XM3	INV	2/11/2026	2/11/2026	$130.64	10 ROLLS THERMAL RECEIPT		$130.64			
	1TKT7VQV7QG6	INV	2/11/2026	2/11/2026	$13.36	DIPCH BOOKS		$13.36			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	1TYT9FRNV4KQ	INV	2/14/2026	2/14/2026	$759.62	USB CHARGER BLOCK, BOOK		$759.62			
	1477CCMPXP7X	INV	2/17/2026	2/17/2026	$219.99	MOBILE CREATOR BUNDLE		$219.99			
	164NHLQ74TJ9	INV	2/17/2026	2/17/2026	$17.98	DRY ERASE MARKERS		$17.98			
	16PXLGQFJRT1	INV	2/17/2026	2/17/2026	$429.98	L SHAPED ELECTRIC STAND I		$429.98			
	1L7QCDL4Y7DQ	INV	2/17/2026	2/17/2026	$198.01	17 PRO MAX CAMERA LENS P		$198.01			
	1RFY1M1K1QXY	INV	2/17/2026	2/17/2026	$44.38	FILE FOLDERS		$44.38			
	1WX1FGPCWKWK	INV	2/17/2026	2/17/2026	$72.00	25 BLUE SUMMIT MANILLA FO		$72.00			
	1YD1VVQWGKJH	INV	2/17/2026	2/17/2026	$14.34	1K BUNN COFFEE FILTERS		$14.34			
	1VVKWKD161RD	INV	2/18/2026	2/18/2026	$168.30	ALL TERRAIN 6 IN ZIP BOOTS		$168.30			
	13DV9YGCD3NC	INV	2/23/2026	2/23/2026	$102.37	4'X6' AREA RUG-LIBRARY		$102.37			

			Due				
Voucher(s):	**18**	**Aged Totals:**	**$2,512.39**	**$2,384.49**	**$127.90**	**$0.00**	**$0.00**

Vendor ID: 4681 **Name:** ASTORIA HOTEL & EVENT CENTER **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	E01968	INV	2/25/2026	2/25/2026	$4,500.00	ND LEAGUE OF CITIES		$4,500.00			

			Due				
Voucher(s):	**1**	**Aged Totals:**	**$4,500.00**	**$4,500.00**	**$0.00**	**$0.00**	**$0.00**

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	0304912147001 02/26	INV	2/13/2026	2/13/2026	$29.52	MONTHLY PHONE BILLING		$29.52			

			Due				
Voucher(s):	**1**	**Aged Totals:**	**$29.52**	**$29.52**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 4751 **Name:** AVERS-DAVIS, HEATHER **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
	HAD 021326	INV	2/13/2026	2/13/2026	$37.00	EMPLOYEE EXP-H AVERS-DA'		$37.00			

			Due				
Voucher(s):	**1**	**Aged Totals:**	**$37.00**	**$37.00**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 9701 **Name:** AWS SOFTWARE SYSTEMS SUPPORT **Class ID:** **FED TAX CLAS:** CANADIAN CO.

Voucher/ Payment 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-027669	INV	2/11/2026	2/11/2026	$410.00	APPLICATION MANAGEMENT/		$410.00			

			Due				
Voucher(s):	**1**	**Aged Totals:**	**$410.00**	**$410.00**	**$0.00**	**$0.00**	**$0.00**

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

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
	201697	INV	2/11/2026	2/11/2026	$2,250.00	GREY LED STREET LIGHT		$2,250.00			
	201698	INV	2/11/2026	2/11/2026	$887.50	BLACK LED STREET LIGHT		$887.50			
	201692	INV	2/13/2026	2/13/2026	$360.96	WORK @ WEST BUS LOOP LI		$360.96			
	201693	INV	2/13/2026	2/13/2026	$150.00	TRAFFIC TECH EMERGENCY		$150.00			
	201701	INV	2/16/2026	2/16/2026	$980.00	MMU 1600UD REPAIRS		$980.00			
	201704	INV	2/16/2026	2/16/2026	$200.00	CAMERA ISSUE		$200.00			
	201706	INV	2/18/2026	2/18/2026	$212.50	4' LED TUBE		$212.50			
	201707	INV	2/18/2026	2/18/2026	$1,002.30	CITY HALL RECPTS ADDED, L		$1,002.30			
	201716	INV	2/23/2026	2/23/2026	$1,100.75	TROUBLESHOOT,ST POLE HIT		$1,100.75			

		Due				
Voucher(s): 9	**Aged Totals:**	**$7,144.01**	**$7,144.01**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 6204 **Name:** BALCO UNIFORM - FIRE 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
	85422-3	INV	2/9/2026	2/9/2026	$307.40	AM FLAGS. SHIRTS		$307.40			

		Due				
Voucher(s): 1	**Aged Totals:**	**$307.40**	**$307.40**	**$0.00**	**$0.00**	**$0.00**

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	86650-1	INV	2/16/2026	2/16/2026	$26.00	WILKIE VEST		$26.00			
	86558-2	INV	2/17/2026	2/17/2026	$250.27	SWAT UNIFORMS		$250.27			

		Due				
Voucher(s): 2	**Aged Totals:**	**$276.27**	**$276.27**	**$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
	7290	INV	2/7/2026	2/7/2026	$5,375.00	EXTRA WORK FORM 1		$5,375.00			

		Due				
Voucher(s): 1	**Aged Totals:**	**$5,375.00**	**$5,375.00**	**$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
	90315	INV	2/11/2026	2/11/2026	$675.00	TROUBLESHOOT GENERATOI		$675.00			
	90316	INV	2/11/2026	2/11/2026	$337.50	TROUBLESHOOT CONTROL P		$337.50			

	90337	INV	2/13/2026	2/13/2026	$5,390.90	TROUBLESHOOT CONTACTOI		$5,390.90				
								Due				
Voucher(s):	3					Aged Totals:		$6,403.40	$6,403.40	$0.00	$0.00	$0.00

Vendor ID: 5889 **Name:** BIBLIOTHECA, LLC **Class ID:** **FED TAX CLAS:** LLC AS S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	INV-US84490	INV	1/30/2026	1/30/2026	$4,969.25	GAT313016-17, SWR301001 SE		$4,969.25			
								Due			
Voucher(s):	1					Aged Totals:		$4,969.25	$4,969.25	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	22158	INV	2/13/2026	2/13/2026	$200.00	FEB MO TIRE SURVEY		$200.00			
	22159	INV	2/13/2026	2/13/2026	$1,199.25	3 WHD CAP ONLY R-SHOP		$1,199.25			
								Due			
Voucher(s):	2					Aged Totals:		$1,399.25	$1,399.25	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	854662-0	INV	2/16/2026	2/16/2026	$10.99	BINDER, VIEW, HD, EZD, 1" RI		$10.99			
								Due			
Voucher(s):	1					Aged Totals:		$10.99	$10.99	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	86073144	INV	1/23/2026	1/23/2026	$1,778.95	MISC ITEMS FOR EMS		$1,778.95			
	86095623	INV	2/10/2026	2/10/2026	$1,152.97	ELECTRODES, LANCET, CUR/		$1,152.97			
								Due			
Voucher(s):	2					Aged Totals:		$2,931.92	$2,931.92	$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
	39605	INV	2/11/2026	2/11/2026	$69.65	7 5 GAL SRPING WATERS		$69.65			
	408923	INV	2/11/2026	2/11/2026	$48.00	SPOON BULK BALCK TEA 1K (		$48.00			
								Due			
Voucher(s):	2					Aged Totals:		$117.65	$117.65	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	18953	INV	2/24/2026	2/24/2026	$537.00	ENDT ADD 2025 FORD ESCAP		$537.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

			Due				
Voucher(s): 1		Aged Totals:	$537.00	$537.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	09WO0130682	INV	2/12/2026	2/12/2026	$2,026.74	ELEMENTS, AS, AS-H, LUBE, F		$2,026.74			
	09PS0391934	INV	2/14/2026	2/14/2026	$113.36	AIR FILTERS		$113.36			
	09PS0392245	INV	2/20/2026	2/20/2026	$850.00	FLUID SAMPLE		$850.00			

			Due				
Voucher(s): 3		Aged Totals:	$2,990.10	$2,990.10	$0.00	$0.00	$0.00

Vendor ID: 6664 **Name:** CADE KASTER **Class ID:** **FED TAX CLAS:** EMPLOYEE REIMBURSE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	CK 021226	INV	2/12/2026	2/12/2026	$90.00	EMPLOYEE EXP-CADE KASTE		$90.00			

			Due				
Voucher(s): 1		Aged Totals:	$90.00	$90.00	$0.00	$0.00	$0.00

Vendor ID: 4275 **Name:** CDW GOVERNMENT **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1CJMZCG	INV	1/28/2026	1/28/2026	$1,664.71	TOUCHSCREEN NOTEBOOK		$1,664.71			
	AI1UZ7K	INV	2/17/2026	2/17/2026	$2,827.68	HP SB 4G1A16AI		$2,827.68			

			Due				
Voucher(s): 2		Aged Totals:	$4,492.39	$4,492.39	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	999102332337	INV	2/9/2026	2/9/2026	$27.74	DIP		$27.74			
	999102334512	INV	2/9/2026	2/9/2026	$76.47	DIP		$76.47			
	999102348106	INV	2/10/2026	2/10/2026	$53.23	SLOPE		$53.23			
	999102348117	INV	2/10/2026	2/10/2026	$53.23	SLOPE		$53.23			
	999102358888	INV	2/11/2026	2/11/2026	$284.62	DIP		$284.62			

			Due				
Voucher(s): 5		Aged Totals:	$495.29	$495.29	$0.00	$0.00	$0.00

Vendor ID: 4889 **Name:** CENTRAL SQUARE COMPANIES **Class ID:** **FED TAX CLAS:** LLC-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
	Q-252342	INV	2/23/2026	2/23/2026	$20,311.00	ANNUAL MAINTENANCE FEES		$20,311.00			

			Due				
Voucher(s): 1		Aged Totals:	$20,311.00	$20,311.00	$0.00	$0.00	

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Vendor ID: 6608 **Name:** CHRISTOPHER DICKINSON **Class ID:** **FED TAX CLAS:** EMPLOY

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	CD 021226	INV	2/12/2026	2/12/2026	$192.88	EMPLOYEE EXP-C DICKINSON		$192.88			
							Due				
Voucher(s): 1						Aged Totals:	$192.88	$192.88	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	RI 2492917	INV	2/4/2026	2/4/2026	$381.00	NS-1 ROSE NICHE FRONT		$381.00			
							Due				
Voucher(s): 1						Aged Totals:	$381.00	$381.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	CNV1000023288	INV	2/5/2026	2/5/2026	$3,240.00	ROSEMOUNT MODEL		$3,240.00			
							Due				
Voucher(s): 1						Aged Totals:	$3,240.00	$3,240.00	$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
	1600	INV	2/10/2026	2/10/2026	$1,780.28	01/30/26 WATER STATEMENT		$1,780.28			
	1601	INV	2/10/2026	2/10/2026	$1,974.61	01/20/26 WATER STATEMENT		$1,974.61			
							Due				
Voucher(s): 2						Aged Totals:	$3,754.89	$3,754.89	$0.00	$0.00	$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
	S105305267.003	INV	2/2/2026	2/2/2026	$20.76	SQD RXM4A1BD PLUG IN REL		$20.76			
							Due				
Voucher(s): 1						Aged Totals:	$20.76	$20.76	$0.00	$0.00	$0.00

Vendor ID: 9647 **Name:** DATA443 RISK MITIGATION 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
	41147	INV	1/1/2026	1/1/2026	$292.56	RANSOMWARE RECOVERY B			$292.56		
							Due				
Voucher(s): 1						Aged Totals:	$292.56	$0.00	$292.56	$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
	8974	INV	1/31/2026	1/31/2026	$10.18	RESIDENTIAL TRANSFERS		$10.18			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

							Due			
Voucher(s):	1					Aged Totals:	$10.18	$10.18	$0.00	$0.00	$0.00

Vendor ID: 6600 **Name:** DESHA'S ALTERATIONS **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
	218058	INV	2/10/2026	2/10/2026	$30.00	MENDING FOR FIRE DEPT		$30.00			
							Due				
Voucher(s):	1					Aged Totals:	$30.00	$30.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	10302024	INV	2/19/2026	2/19/2026	$536.77	FEB 20TH WITHHOLDINGS		$536.77			
							Due				
Voucher(s):	1					Aged Totals:	$536.77	$536.77	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	405022	INV	2/10/2026	2/10/2026	$33.27	WIRE CONNECTR, WIRE WNG		$33.27			
	405042	INV	2/11/2026	2/11/2026	$20.97	FILTER AIR PLEATS		$20.97			
	405043	INV	2/11/2026	2/11/2026	$12.00	RTRY NOZZL FULL		$12.00			
	405060	INV	2/11/2026	2/11/2026	$85.77	QCK LNK STNLSS STL		$85.77			
	405080	INV	2/12/2026	2/12/2026	$17.09	SCRW HEX WSHR50PK		$17.09			
	405098	INV	2/13/2026	2/13/2026	$74.68	IMPACT DRILL BIT SET, 15 PC		$74.68			
	405120	INV	2/15/2026	2/15/2026	$12.06	CAPS, COUPLES BLACK		$12.06			
	405202	INV	2/20/2026	2/20/2026	$29.30	GLUE FLOOR, PUTY KNIFE, M		$29.30			
	405238	INV	2/23/2026	2/23/2026	$15.46	SCREW & ANCHOR WHT 25 P		$15.46			
							Due				
Voucher(s):	9					Aged Totals:	$300.60	$300.60	$0.00	$0.00	$0.00

Vendor ID: 180 **Name:** DICKINSON ROTARY CLUB **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	6775	INV	1/15/2026	1/15/2026	$160.00	GUEST/BASIC MEMBER MEAL		$160.00			
							Due				
Voucher(s):	1					Aged Totals:	$160.00	$160.00	$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
	41665	INV	2/3/2026	2/3/2026	$2,189.00	ZOLL AED		$2,189.00			
	41666	INV	2/3/2026	2/3/2026	$2,189.00	ZOLL AED		$2,189.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	41667	INV	2/3/2026	2/3/2026	$2,189.00	ZOLL AED		$2,189.00			
	41750	INV	2/5/2026	2/5/2026	$148.62	MEDICAL SUPPLIES		$148.62			
							Due				
Voucher(s):	4					Aged Totals:	$6,715.62	$6,715.62	$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
	4155140	INV	2/13/2026	2/13/2026	$342.00	LEGAL SERVICES THRU 01312		$342.00			
	4155141	INV	2/13/2026	2/13/2026	$342.00	LEGAL SERVICES THRU 01312		$342.00			
	4155142	INV	2/13/2026	2/13/2026	$342.00	LEGAL SERVICES THRU 01312		$342.00			
							Due				
Voucher(s):	3					Aged Totals:	$1,026.00	$1,026.00	$0.00	$0.00	$0.00

Vendor ID: 824 **Name:** DTE INC-DICKINSON TRUCK EQUIP **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	W 787	INV	2/17/2026	2/17/2026	$1,318.98	PARTS & INVENTORY SALES		$1,318.98			
							Due				
Voucher(s):	1					Aged Totals:	$1,318.98	$1,318.98	$0.00	$0.00	$0.00

Vendor ID: 6665 **Name:** DUSTIN SCHMIDT **Class ID:** **FED TAX CLAS:** EMPLOYEE REIMBURSE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	DS 021226	INV	2/12/2026	2/12/2026	$90.00	EMPLOYEE EXP-DUSTIN SCHI		$90.00			
							Due				
Voucher(s):	1					Aged Totals:	$90.00	$90.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	19839	INV	2/20/2026	2/20/2026	$137.50	TOW 2023 FORD F-150 UNIT W		$137.50			
							Due				
Voucher(s):	1					Aged Totals:	$137.50	$137.50	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	036768	INV	2/6/2026	2/6/2026	$54,099.00	WORK DONE @ INFLUENT LS		$54,099.00			
							Due				
Voucher(s):	1					Aged Totals:	$54,099.00	$54,099.00	$0.00	$0.00	$0.00

Vendor ID: 2981 **Name:** ELECTRIC SALES & SERVICE INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	31981	INV	2/17/2026	2/17/2026	$2,960.00	CHG PARKING LOT LIGHTS		$2,960.00			

							Due				
Voucher(s):	1					Aged Totals:	$2,960.00	$2,960.00	$0.00	$0.00	$0.00

Vendor ID: 2429 **Name:** ENVIRONMENTAL RESOURCE ASSOCIATES **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	137624	INV	2/2/2026	2/2/2026	$162.07	LAB SUPPLIES		$162.07			

							Due				
Voucher(s):	1					Aged Totals:	$162.07	$162.07	$0.00	$0.00	$0.00

Vendor ID: 9772 **Name:** ESO SOLUTIONS, INC. **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	ESO-190132	INV	2/12/2026	2/12/2026	$365.40	FIRE PREVENTION SUPPLIES		$365.40			

							Due				
Voucher(s):	1					Aged Totals:	$365.40	$365.40	$0.00	$0.00	$0.00

Vendor ID: 2437 **Name:** ESRI INC **Class ID:** **FED TAX CLAS:** 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
	900198675	INV	2/18/2026	2/18/2026	$11,490.00	ANNUAL SUBSCRIPTION, MAI		$11,490.00			

							Due				
Voucher(s):	1					Aged Totals:	$11,490.00	$11,490.00	$0.00	$0.00	$0.00

Vendor ID: 5451 **Name:** ETSYSTEMS, 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
	38088	INV	1/28/2026	1/28/2026	$160.00	IN-OFFICE LABOR -PROGRAM		$160.00			

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

Vendor ID: 6205 **Name:** EVERSPRING INN & SUITES - BISMARCK **Class ID:** **FED TAX CLAS:** LLC-P

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	50981038	INV	2/6/2026	2/6/2026	$550.00	GUEST SERVICES-EVAN KINT		$550.00			
	50981065	INV	2/6/2026	2/6/2026	$330.00	GUEST SERVICES-D PRUAS		$330.00			
	50702637	INV	2/20/2026	2/20/2026	$220.00	GUEST SERVICES-TIM MEYEF		$220.00			

							Due				
Voucher(s):	3					Aged Totals:	$1,100.00	$1,100.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	907444848	INV	2/20/2026	2/20/2026	$20,622.60	3819 GAL BIOXIDE		$20,622.60			

							Due				
Voucher(s):	1					Aged Totals:	$20,622.60	$20,622.60	$0.00	$0.00	$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

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
	NDDIC208388	INV	2/5/2026	2/5/2026	$36.98	20 1"14 FHY YZ8		$36.98			
	NDDIC208439	INV	2/10/2026	2/10/2026	$163.63	SP 29P DRILL SET		$163.63			
							Due				
Voucher(s): 2						Aged Totals:	$200.61	$200.61	$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
	9-173-39172	INV	2/11/2026	2/11/2026	$76.85	SHIPPING OF PACKAGE		$76.85			
	9-183-37988	INV	2/18/2026	2/18/2026	$68.17	SHIPPING OF PACKAGE		$68.17			
							Due				
Voucher(s): 2						Aged Totals:	$145.02	$145.02	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2355772	INV	1/22/2026	1/22/2026	$24.66	FA5 SPUD COUP ASSY CP		$24.66			
	2323077	INV	1/28/2026	1/28/2026	$542.68	DECK MNT MIX FCT		$542.68			
	2380991	INV	2/2/2026	2/2/2026	$57.41	LFA COMP UNIONS, SINK CON		$57.41			
							Due				
Voucher(s): 3						Aged Totals:	$624.75	$624.75	$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
	0544640	INV	2/10/2026	2/10/2026	$1,989.79	LF BRZ 2 MTR FLG KIT PR		$1,989.79			
	0544640-1	INV	2/10/2026	2/10/2026	$180.89	LF BRZ 2 MTR FLG KIT PR		$180.89			
	WI009226	INV	2/10/2026	2/10/2026	$13,020.24	SS REP CLMP, COUPLERS, MI		$13,020.24			
							Due				
Voucher(s): 3						Aged Totals:	$15,190.92	$15,190.92	$0.00	$0.00	$0.00

Vendor ID: 6113 **Name:** FLEETMIND SOLUTIONS INC. **Class ID:** **FED TAX CLAS:** CORPORATION

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	13966	INV	2/13/2026	2/13/2026	$1,071.35	FEB MO DATA PLAN W/VERIZ(		$1,071.35			
	13967	INV	2/13/2026	2/13/2026	$459.15	FEB MO DATA PLAN W/VERIZ(		$459.15			
							Due				
Voucher(s): 2						Aged Totals:	$1,530.50	$1,530.50	$0.00	$0.00	$0.00

Vendor ID: 233 **Name:** FOUR SEASONS TROPHIES **Class ID:** **FED TAX CLAS:**

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

	7398	INV	2/9/2026	2/9/2026	$9.00	ENGRAVING ON LEATHER KN		$9.00				
								Due				
Voucher(s):	1					Aged Totals:		$9.00	$9.00	$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
	199344	INV	1/26/2026	1/26/2026	$100.00	FIX FLAT ON UNIT R11		$100.00			
	199626	INV	2/10/2026	2/10/2026	$40.00	FLAT REPAIR UNIT R-63		$40.00			
								Due			
Voucher(s):	2					Aged Totals:		$140.00	$140.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1069343	INV	2/18/2026	2/18/2026	$98.45	LIMIT SWITCH ,ASA #EAFSM		$98.45			
								Due			
Voucher(s):	1					Aged Totals:		$98.45	$98.45	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	7321494	INV	1/29/2026	1/29/2026	$12,267.30	AQUA HAWK 250 GA NRT		$12,267.30			
								Due			
Voucher(s):	1					Aged Totals:		$12,267.30	$12,267.30	$0.00	$0.00	$0.00

Vendor ID: 6210 **Name:** HEART RIVER VOICE **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
	1546	INV	1/26/2026	1/26/2026	$140.00	ADVERTISING FOR LIBRARY		$140.00			
								Due			
Voucher(s):	1					Aged Totals:		$140.00	$140.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	80585	INV	2/12/2026	2/12/2026	$14,727.00	PROFESSIONAL SERVICES		$14,727.00			
								Due			
Voucher(s):	1					Aged Totals:		$14,727.00	$14,727.00	$0.00	$0.00	$0.00

Vendor ID: 6662 **Name:** INDUCTIVE AUTOMATION 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
	1417825	INV	2/11/2026	2/11/2026	$24,824.00	SOFTWARE, SUPPORT PLAN		$24,824.00			
								Due			
Voucher(s):	1					Aged Totals:		$24,824.00	$24,824.00	$0.00	$0.00	$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

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
	94290132	INV	2/6/2026	2/6/2026	$22.71	DIP		$22.71			
	94290133	INV	2/6/2026	2/6/2026	$41.49	BC		$41.49			
	94290134	INV	2/6/2026	2/6/2026	$24.00	DIP		$24.00			
	94290135	INV	2/6/2026	2/6/2026	$14.40	BC		$14.40			
	94405294	INV	2/11/2026	2/11/2026	$85.54	DIP		$85.54			
	94405295	INV	2/11/2026	2/11/2026	$48.21	BC		$48.21			
	94405296	INV	2/11/2026	2/11/2026	$23.10	DIP CH		$23.10			
	94405297	INV	2/11/2026	2/11/2026	$55.89	DIP		$55.89			
	94405298	INV	2/11/2026	2/11/2026	$35.84	BC		$35.84			
	94435949	INV	2/12/2026	2/12/2026	$41.53	DIP		$41.53			
	94435950	INV	2/12/2026	2/12/2026	$20.87	BC		$20.87			
	94574487	INV	2/18/2026	2/18/2026	$17.49	DIP		$17.49			
	94574488	INV	2/18/2026	2/18/2026	$71.83	BC		$71.83			
	94574489	INV	2/18/2026	2/18/2026	$10.87	DIP CH		$10.87			
	94574490	INV	2/18/2026	2/18/2026	$109.02	DIP		$109.02			
	94574491	INV	2/18/2026	2/18/2026	$130.99	BC		$130.99			
	94574492	INV	2/18/2026	2/18/2026	$90.45	DIP		$90.45			
	94574493	INV	2/18/2026	2/18/2026	$65.76	BC		$65.76			
	94586384	INV	2/18/2026	2/18/2026	$96.86	DIP		$96.86			
	94586385	INV	2/18/2026	2/18/2026	$59.12	BC		$59.12			

			Due				
Voucher(s):	**20**	**Aged Totals:**	**$1,065.97**	**$1,065.97**	**$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
	2067558	INV	1/30/2026	1/30/2026	$12.75	WATER RENTAL HOT & COLD		$12.75			
	2068133	INV	2/18/2026	2/18/2026	$96.00	10 KANDIYOHI 5 GAL DRINKIN		$96.00			

			Due				
Voucher(s):	**2**	**Aged Totals:**	**$108.75**	**$108.75**	**$0.00**	**$0.00**	**$0.00**

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Vendor ID: 6663 **Name:** JORDAN STRUCK **Class ID:** **FED TAX CLAS:** EMPLOY

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	JS 020926	INV	2/9/2026	2/9/2026	$90.00	EMPLOYEE EXP-JORDAN STR		$90.00			
							Due				
Voucher(s): 1						Aged Totals:	$90.00	$90.00	$0.00	$0.00	$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
	180302	INV	2/20/2026	2/20/2026	$3,198.72	192 RECT TUBE 6X2X1/4		$3,198.72			
							Due				
Voucher(s): 1						Aged Totals:	$3,198.72	$3,198.72	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	31682	INV	2/6/2026	2/6/2026	$65.00	WINDSHIELD REPAIR		$65.00			
							Due				
Voucher(s): 1						Aged Totals:	$65.00	$65.00	$0.00	$0.00	$0.00

Vendor ID: 5537 **Name:** KINTO, EVAN **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
	EK 020626	INV	2/6/2026	2/6/2026	$180.00	EMPLOYEE EXP-EVAN KINTO		$180.00			
							Due				
Voucher(s): 1						Aged Totals:	$180.00	$180.00	$0.00	$0.00	$0.00

Vendor ID: 3525 **Name:** KIRSCHENHEITER, DEB **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
	DK 021226	INV	2/12/2026	2/12/2026	$192.88	EMP EXP-D KIRSCHENHEITEF		$192.88			
							Due				
Voucher(s): 1						Aged Totals:	$192.88	$192.88	$0.00	$0.00	$0.00

Vendor ID: 5512 **Name:** KONECRANES **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	163103020	INV	2/11/2026	2/11/2026	$682.50	SEWER COLLECTION		$682.50			
	163106000	INV	2/18/2026	2/18/2026	$502.00	OSHA COMPLIANCE INSPECT		$502.00			
							Due				
Voucher(s): 2						Aged Totals:	$1,184.50	$1,184.50	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	FEB 2026	INV	2/20/2026	2/20/2026	$1,200.00	FEB P/R WITHHOLDINGS		$1,200.00			

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City of Dickinson

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

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	158411	INV	2/17/2026	2/17/2026	$300.00	CLOTHING ALLOWANCE-M ST		$300.00			

			Due				
Voucher(s): 1	Aged Totals:	$300.00	$300.00	$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
	12823	INV	1/23/2026	1/23/2026	$366.25	SERVICE WORK SHACK HEAT		$366.25			
	12733	INV	2/5/2026	2/5/2026	$38,951.48	REPLACED COILS @ WWTP		$38,951.48			
	12830	INV	2/9/2026	2/9/2026	$20,999.42	INSTALLED NEW HEATER-MU		$20,999.42			
	12770	INV	2/10/2026	2/10/2026	$65.00	2 BIG BELTS		$65.00			
	12842	INV	2/11/2026	2/11/2026	$669.19	SERVICE WORK ON FURNACE		$669.19			

			Due				
Voucher(s): 5	Aged Totals:	$61,051.34	$61,051.34	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	47662026	INV	1/1/2026	1/1/2026	$142.18	ND CENTURY CODE 2025 RV S			$142.18		

			Due				
Voucher(s): 1	Aged Totals:	$142.18	$0.00	$142.18	$0.00	$0.00

Vendor ID: 6584 **Name:** MCE QUEST ENGINEERING LLC **Class ID:** **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
	9352078	INV	2/5/2026	2/5/2026	$589.91	PARKER HPDFTGS 43 SERIES		$589.91			

			Due				
Voucher(s): 1	Aged Totals:	$589.91	$589.91	$0.00	$0.00	$0.00

Vendor ID: 6495 **Name:** MCGAHUEY DOUG **Class ID:** **FED TAX CLAS:** EMPLOYEE REIMBURSE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	DM 021226	INV	2/12/2026	2/12/2026	$90.00	EMPLOYEE EXP-DOUG MCGA		$90.00			

			Due				
Voucher(s): 1	Aged Totals:	$90.00	$90.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	75751	INV	2/4/2026	2/4/2026	$263.98	MISC SUPPLIES-FIRE DEPT &		$263.98			
	75808	INV	2/6/2026	2/6/2026	$35.74	BATTERIES, GLACIERMIST W/		$35.74			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

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	75919	INV	2/10/2026	2/10/2026	$63.09	POPLAR DOWELS, BORAX, GL		$63.09			
	75929	INV	2/10/2026	2/10/2026	$13.99	5/8"X6' RED END RULE		$13.99			
	75990	INV	2/11/2026	2/11/2026	$12.80	FIP ADAPTER, QC VALVES		$12.80			
	76032	INV	2/12/2026	2/12/2026	$20.01	HANDY BOX COVER, COM TO		$20.01			
	76057	INV	2/13/2026	2/13/2026	$44.13	PLYMETAL TEKS, ROLL UP DF		$44.13			
	76170	INV	2/17/2026	2/17/2026	$11.78	2 DAWN SOAPS		$11.78			
	76212	INV	2/18/2026	2/18/2026	$93.98	2 PK LED WORK LIGHTS (2)		$93.98			
	76223	INV	2/18/2026	2/18/2026	$41.76	12 CASES GLACIERMIST SPRI		$41.76			
	76248	INV	2/19/2026	2/19/2026	$51.35	4" LED SQUARE WORK LIGHT		$51.35			
	76265	INV	2/19/2026	2/19/2026	$20.89	8" LN MULTIPURPOSE-SW		$20.89			

			Due				
Voucher(s):	12	Aged Totals:	$673.50	$673.50	$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
	100520	INV	2/10/2026	2/10/2026	$634.43	RPM SENSOR, TROLLEY SLID		$634.43			

			Due				
Voucher(s):	1	Aged Totals:	$634.43	$634.43	$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
	508434057	INV	2/12/2026	2/12/2026	$83.21	DIP AV		$83.21			
	508434059	INV	2/12/2026	2/12/2026	$148.47	DIP CH AV		$148.47			
	508434090	INV	2/12/2026	2/12/2026	$33.73	BC AV		$33.73			

			Due				
Voucher(s):	3	Aged Totals:	$265.41	$265.41	$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
	1344801	INV	2/11/2026	2/11/2026	$172.86	CHEMICALS		$172.86			
	1344806	INV	2/11/2026	2/11/2026	$271.42	CHEMICALS		$271.42			
	1344808	INV	2/11/2026	2/11/2026	$114.81	CHEMICALS		$114.81			
	1345382	INV	2/17/2026	2/17/2026	$1,142.62	CHEMICALS		$1,142.62			

			Due				
Voucher(s):	4	Aged Totals:	$1,701.71	$1,701.71	$0.00	$0.00	

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	365 814 2853 3	INV	2/6/2026	2/6/2026	$921.40	LS 21 11470 HIGHWAY 10 (GAS		$921.40			
	14982210008 0226	INV	2/10/2026	2/10/2026	$864.57	615 W BROADWAY ST WHITE		$864.57			
	32220819000 0226	INV	2/11/2026	2/11/2026	$81.02	51 6TH ST E		$81.02			
	71736003253 0226	INV	2/11/2026	2/11/2026	$137.20	3411 PUBLIC WORKS BLVD BF		$137.20			
	04982210009 0226	INV	2/18/2026	2/18/2026	$16,923.88	615 W BROADWAY ST		$16,923.88			
	069 243 1000 3	INV	2/18/2026	2/18/2026	$143.02	229 E MUSEUM DR POST PAR		$143.02			
	35538598489 0226	INV	2/18/2026	2/18/2026	$75.85	1075 SIMS ST STREET LIGHTS		$75.85			
	45019232672	INV	2/18/2026	2/18/2026	$87.11	2004 1/2 YELLOWSTONE CIR		$87.11			
	529 279 6569 0	INV	2/18/2026	2/18/2026	$73.10	2115 E 10TH AVE		$73.10			
	80903710384 0226	INV	2/18/2026	2/18/2026	$14.18	615 W BROADWAY ST		$14.18			
	198 874 5490 8	INV	2/20/2026	2/20/2026	$105.74	2884 FAIRWAY ST		$105.74			
	256 583 1000 5	INV	2/20/2026	2/20/2026	$128.41	2601 STATES BL STREET LIGH		$128.41			
	260 043 1000 4	INV	2/20/2026	2/20/2026	$38.75	2006 FAIRWAY ST		$38.75			
	597 333 1000 3	INV	2/20/2026	2/20/2026	$181.43	2001 FAIRWAY ST REC CENTE		$181.43			
	61946591668 0226	INV	2/20/2026	2/20/2026	$190.75	801 STATE AVE		$190.75			
	640 322 1000 3	INV	2/20/2026	2/20/2026	$66.36	W VILLARD ST STOP LIGHTS S		$66.36			
	755 153 1000 3	INV	2/20/2026	2/20/2026	$194.74	2171 EMPIRE ROAD		$194.74			
	755 573 1000 2	INV	2/20/2026	2/20/2026	$207.20	2433 1/2 W 4TH ST		$207.20			
	802 463 1000 9	INV	2/20/2026	2/20/2026	$384.25	2693 FAIRWAY ST		$384.25			
	855 153 1000 2	INV	2/20/2026	2/20/2026	$129.34	451 W 23RD AVE		$129.34			

		Due				
Voucher(s): 20	**Aged Totals:**	$20,948.30	$20,948.30	$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
	5404046861	INV	2/8/2026	2/8/2026	$8,505.53	22.65 BULK SOLAR WHITE SA		$8,505.53			
	5404053181	INV	2/10/2026	2/10/2026	$8,486.75	22.60 BULK WHITE SALT		$8,486.75			
	5404064917	INV	2/15/2026	2/15/2026	$8,663.24	23.07 BULK SOLAR WHITE SAI		$8,663.24			

		Due				
Voucher(s): 3	**Aged Totals:**	$25,655.52	$25,655.52	$0.00	$0.00	

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1507039-00	INV	2/9/2026	2/9/2026	$425.12	CAP, TANK COOLANT OIL, CU		$425.12			
							Due				
Voucher(s): 1						Aged Totals:	$425.12	$425.12	$0.00	$0.00	$0.00

Vendor ID: 2628 **Name:** NATIONAL TACTICAL OFFICERS ASSOC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	MEMBER ID 36126 '26	INV	2/17/2026	2/17/2026	$450.00	TEAM MEMBERSHIP RENEWA		$450.00			
							Due				
Voucher(s): 1						Aged Totals:	$450.00	$450.00	$0.00	$0.00	$0.00

Vendor ID: 3890 **Name:** ND LIVING **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	00001831	INV	2/20/2026	2/20/2026	$1,110.00	ADVERTISING-LEGACY SQUA		$1,110.00			
							Due				
Voucher(s): 1						Aged Totals:	$1,110.00	$1,110.00	$0.00	$0.00	$0.00

Vendor ID: 6384 **Name:** ND PHARMACY #2 **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
	010826	INV	1/8/2026	1/8/2026	$19.98	MEDICAL SUPPLIES -EMS		$19.98			
	01262026	INV	1/26/2026	1/26/2026	$31.89	MEDICAL SUPPLIES-EMS		$31.89			
	012626	INV	1/26/2026	1/26/2026	$28.15	MEDICAL SUPPLIES-EMS		$28.15			
							Due				
Voucher(s): 3						Aged Totals:	$80.02	$80.02	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	PYMT VOUCHER 16	INV	2/25/2026	2/25/2026	$1,426.00	RANGE OF WORK 021126-022		$1,426.00			
							Due				
Voucher(s): 1						Aged Totals:	$1,426.00	$1,426.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	35210	INV	2/10/2026	2/10/2026	$133.58	NITROGEN CANISTER CYLIND		$133.58			
							Due				
Voucher(s): 1						Aged Totals:	$133.58	$133.58	$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
	X204050481:01	CRM	2/5/2026		($1,800.25)	RETURN COOLER, ENGINE OI		($1,800.25)			

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	X204050449:01	INV	2/3/2026	2/3/2026	$1,800.25	COOLER, ENGINE OIL, O-RING		$1,800.25				
	X204050478:01	INV	2/4/2026	2/4/2026	$273.88	OIL FLITER, SPIN-ON (4)		$273.88				
	X204050483:01	INV	2/5/2026	2/5/2026	$1,961.20	COOLER, ENGINE OIL, O-RING		$1,961.20				
	X204050545:01	INV	2/10/2026	2/10/2026	$140.78	2 OIL FILTERS		$140.78				
	X204050546:01	INV	2/10/2026	2/10/2026	$573.71	DRIVER DOOR CONTROL.STA		$573.71				
	X204050545:02	INV	2/11/2026	2/11/2026	$140.78	2 OIL FILTERS		$140.78				
	X204050648:01	INV	2/18/2026	2/18/2026	$136.94	2 OIL FILTERS,SPIN ON		$136.94				
	X204050648:02	INV	2/19/2026	2/19/2026	$273.88	4 OIL FILTERS, SPIN ON		$273.88				

		Due				
Voucher(s): 9	**Aged Totals:**	**$3,501.17**	**$3,501.17**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 6057 **Name:** NORTH DAKOTA DEPARTMENT OF COMMERCE **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
	DIC021026	INV	2/10/2026	2/10/2026	$200.00	4 MHIP INSIGNIAS 9379-9382		$200.00			

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

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	B 36088	INV	1/8/2026	1/8/2026	$1,236.00	OMEGAMIX		$1,236.00			

		Due				
Voucher(s): 1	**Aged Totals:**	**$1,236.00**	**$1,236.00**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 3037 **Name:** NSC MINERALS **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	SXP343769	INV	2/3/2026	2/3/2026	$3,991.28	35.22 ROCANVILLE STANDARI		$3,991.28			

		Due				
Voucher(s): 1	**Aged Totals:**	**$3,991.28**	**$3,991.28**	**$0.00**	**$0.00**	**$0.00**

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	24-6730	INV	2/11/2026	2/11/2026	$280.00	TPMS SENSOR		$280.00			
	24-6816	INV	2/18/2026	2/18/2026	$63.00	INSTALL CUSTOMERS TIRES		$63.00			

		Due				
Voucher(s): 2	**Aged Totals:**	**$343.00**	**$343.00**	**$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
	16346	INV	2/10/2026	2/10/2026	$439.69	FRONT LOAD TRUCK BUS INC		$439.69			

	16368	INV	2/23/2026	2/23/2026	$57.28	HYDRAULIC TUBE CLAMP WE		$57.28				
							Due					
Voucher(s):	2					Aged Totals:	$496.97	$496.97	$0.00	$0.00	$0.00	

Vendor ID: 2016 **Name:** OTIS ELEVATOR COMPANY **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	100402229589	INV	2/16/2026	2/16/2026	$4,293.96	MAINTENANCE SRV 03126-022		$4,293.96			
							Due				
Voucher(s):	1					Aged Totals:	$4,293.96	$4,293.96	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	INV-3961	INV	2/12/2026	2/12/2026	$595.16	SNAP IN HALO BULB, GROMM		$595.16			
	INV-3971	INV	2/16/2026	2/16/2026	$448.41	REAR HEATER CONTROL SW		$448.41			
							Due				
Voucher(s):	2					Aged Totals:	$1,043.57	$1,043.57	$0.00	$0.00	$0.00

Vendor ID: 9778 **Name:** PELICAN CHEMICALS. 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
	770683	INV	2/10/2026	2/10/2026	$14,988.87	HEADWATER HOT SALT BRIN		$14,988.87			
	770712	INV	2/18/2026	2/18/2026	$14,569.07	HEADWATER HOT SALT BRIN		$14,569.07			
							Due				
Voucher(s):	2					Aged Totals:	$29,557.94	$29,557.94	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	098135	INV	2/4/2026	2/4/2026	$8.99	MACS CHAIN CABLE LUBE		$8.99			
	098226	INV	2/5/2026	2/5/2026	$462.83	GRSE GUNS		$462.83			
	098235	INV	2/5/2026	2/5/2026	$18.61	LIGHT SOCKET		$18.61			
	098765	INV	2/10/2026	2/10/2026	$24.98	2 GRIL NUTS		$24.98			
	098807	INV	2/10/2026	2/10/2026	$77.88	12 NAPA QT SAE30		$77.88			
	098809	INV	2/10/2026	2/10/2026	$47.96	4 HALOGEN SEALED BEAMS		$47.96			
	098831	INV	2/10/2026	2/10/2026	$124.02	13 ENGINE OIL FILTERS		$124.02			
	099062	INV	2/11/2026	2/11/2026	$10.65	FHP TRULEX V BELT		$10.65			
	099097	INV	2/11/2026	2/11/2026	$5.99	3 TERM HEADLIGHT		$5.99			
							Due				
Voucher(s):	9					Aged Totals:	$781.91	$781.91	$0.00	$0.00	

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Vendor ID: 9720 **Name:** PRAUS DILLON **Class ID:** **FED TAX CLAS:** EMPLOY

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	DP 022426	INV	2/24/2026	2/24/2026	$122.00	EMPLOYEE EXP-DILLON PRAU		$122.00			
							Due				
Voucher(s): 1						Aged Totals:	$122.00	$122.00	$0.00	$0.00	$0.00

Vendor ID: 3238 **Name:** PRO FORMS **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	0168190	INV	2/19/2026	2/19/2026	$744.08	5K CHECKBLANKS		$744.08			
							Due				
Voucher(s): 1						Aged Totals:	$744.08	$744.08	$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
	00425827	INV	2/18/2026	2/18/2026	$3.03	2 O-RINGS		$3.03			
							Due				
Voucher(s): 1						Aged Totals:	$3.03	$3.03	$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
	80550100 02/26	INV	2/12/2026	2/12/2026	$2,000.00	POSTAGE		$2,000.00			
							Due				
Voucher(s): 1						Aged Totals:	$2,000.00	$2,000.00	$0.00	$0.00	$0.00

Vendor ID: 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
	916877	INV	1/16/2026	1/16/2026	$90.00	2 SIGNATURE STAMPS-C DICI		$90.00			
							Due				
Voucher(s): 1						Aged Totals:	$90.00	$90.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	17636	INV	2/17/2026	2/17/2026	$80.00	MOUSE BAITING		$80.00			
							Due				
Voucher(s): 1						Aged Totals:	$80.00	$80.00	$0.00	$0.00	$0.00

Vendor ID: 6620 **Name:** QUICK MED CLAIMS 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
	QINV01037	INV	1/31/2026	1/31/2026	$9,650.66	ROUND TRIP/REVENUE		$9,650.66			
							Due				
Voucher(s): 1						Aged Totals:	$9,650.66	$9,650.66	$0.00	$0.00	

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Vendor ID: 4915 **Name:** RAMADA BISMARCK HOTEL **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	58001	INV	2/10/2026	2/10/2026	$110.00	GUEST SRV-D KIRCHENHEITE		$110.00			
	58003	INV	2/10/2026	2/10/2026	$110.00	GUEST SERVICES-T SIMNION		$110.00			
	58004	INV	2/10/2026	2/10/2026	$110.00	GUEST SERVICES-H AVERS-D		$110.00			
	58005	INV	2/10/2026	2/10/2026	$110.00	GUEST SERVICES-C DICKINS(		$110.00			
							Due				
Voucher(s): 4						Aged Totals:	$440.00	$440.00	$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
	5102434 1	INV	2/5/2026	2/5/2026	$63.47	BELT -TIMING		$63.47			
	5102568 1	INV	2/10/2026	2/10/2026	$208.56	DEFLECTOR-AIR		$208.56			
	5102667 1	INV	2/11/2026	2/11/2026	$269.20	HEATER ASY, WIRE ASY		$269.20			
							Due				
Voucher(s): 3						Aged Totals:	$541.23	$541.23	$0.00	$0.00	$0.00

Vendor ID: 6326 **Name:** REIS JOHN **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
	JR 020626	INV	2/6/2026	2/6/2026	$90.00	EMPLOYEE EXP-JOHN REIS		$90.00			
							Due				
Voucher(s): 1						Aged Totals:	$90.00	$90.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	15565	INV	2/13/2026	2/13/2026	$885.00	REPAIR PASSENGER SIDE TA		$885.00			
							Due				
Voucher(s): 1						Aged Totals:	$885.00	$885.00	$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
	8481576	INV	2/5/2026	2/5/2026	$143.18	4 ICE MELT BAGS, WASHER F		$143.18			
	8481894	INV	2/6/2026	2/6/2026	$556.93	2 BATTERIES, WING NUTS, SC		$556.93			
	8482212	INV	2/6/2026	2/6/2026	$5.29	TURN BUTTON		$5.29			
	8484278	INV	2/10/2026	2/10/2026	$22.59	RIGHT ANGLE DRILL ATTACH,		$22.59			
	8484597	INV	2/10/2026	2/10/2026	$38.94	PRESSURE PIPE 3/4" X 10' SC		$38.94			
	8486261	INV	2/13/2026	2/13/2026	$239.58	BATTERY 20V, BLADE, GRIND		$239.58			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

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	8486356	INV	2/13/2026	2/13/2026	$169.97	CLOTHING -SCOTT HIRNING		$169.97				
	8489270	INV	2/18/2026	2/18/2026	$34.98	GLOVES (2 PR)		$34.98				
	8490339	INV	2/20/2026	2/20/2026	$189.00	20V RECIP SAW KIT		$189.00				
	8492369	INV	2/23/2026	2/23/2026	$188.85	CLOTHING ALLOWANCE-E BR		$188.85				
								Due				
Voucher(s):	10					Aged Totals:		$1,589.31	$1,589.31	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	885053	INV	2/17/2026	2/17/2026	$70.00	BLS HCP, ACLS		$70.00			
							Due				
Voucher(s):	1					Aged Totals:	$70.00	$70.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	9850	INV	2/6/2026	2/6/2026	$996.32	13 15W40 MOBIL,		$996.32			
							Due				
Voucher(s):	1					Aged Totals:	$996.32	$996.32	$0.00	$0.00	$0.00

Vendor ID: 4808 **Name:** SCHMIDT, KYLE **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
	KS 020526	INV	2/5/2026	2/5/2026	$90.00	EMPLOYEE EXP-KYLE SCHMI		$90.00			
							Due				
Voucher(s):	1					Aged Totals:	$90.00	$90.00	$0.00	$0.00	$0.00

Vendor ID: 6652 **Name:** SHANE BALKOWITSCH **Class ID:** 1099 **FED TAX CLAS:** INDIVIDUAL/SOLE PROP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	021126	INV	2/11/2026	2/11/2026	$490.00	GIFT SHOP STOCK		$490.00			
							Due				
Voucher(s):	1					Aged Totals:	$490.00	$490.00	$0.00	$0.00	$0.00

Vendor ID: 9519 **Name:** SIMNIONIW TRACY **Class ID:** **FED TAX CLAS:** EMPLOYEE REIMBURSE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	TS 021226	INV	2/12/2026	2/12/2026	$37.00	EMPLOYEE EXP-T SINMIONIW		$37.00			
							Due				
Voucher(s):	1					Aged Totals:	$37.00	$37.00	$0.00	$0.00	$0.00

Vendor ID: 4620 **Name:** SOLID WASTE ASSOC OF N AMERICA **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1236030	INV	1/1/2026	1/1/2026	$255.00	PUBLIC SECTOR020126-01312			$255.00		

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City of Dickinson

							Due				
Voucher(s):	1					Aged Totals:	$255.00	$0.00	$255.00	$0.00	$0.00

Vendor ID: 9613 **Name:** SOUTHWEST AREA CTE ACADEMY **Class ID:** **FED TAX CLAS:** SCHOOL

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	ACADEMY EXPO '26	INV	2/12/2026	2/12/2026	$100.00	BRONZE LEVEL SPONSORSH		$100.00			
							Due				
Voucher(s):	1					Aged Totals:	$100.00	$100.00	$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
	1410301	INV	2/7/2026	2/7/2026	$259.31	STANDARD SHIPMENTS		$259.31			
	1411999	INV	2/14/2026	2/14/2026	$63.17	STANDARD SHIPMENT		$63.17			
							Due				
Voucher(s):	2					Aged Totals:	$322.48	$322.48	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	260017	INV	2/11/2026	2/11/2026	$14,857.80	CO/CITY PLANNER 50% WAGE		$14,857.80			
							Due				
Voucher(s):	1					Aged Totals:	$14,857.80	$14,857.80	$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
	2496	INV	2/13/2026	2/13/2026	$40.00	ANNUAL MEETING LUNCH TIC		$40.00			
							Due				
Voucher(s):	1					Aged Totals:	$40.00	$40.00	$0.00	$0.00	$0.00

Vendor ID: 3048 **Name:** SURE SIGN, ROBINSON, KURT **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
	16976	INV	2/18/2026	2/18/2026	$1,680.00	LETTER INTERCEPTOR 29,39,		$1,680.00			
							Due				
Voucher(s):	1					Aged Totals:	$1,680.00	$1,680.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	008932	INV	2/4/2026	2/4/2026	$450.00	LAB SLIPS 126-140		$450.00			
							Due				
Voucher(s):	1					Aged Totals:	$450.00	$450.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and
	PS1085908-1	INV	2/13/2026	2/13/2026	$267.10	FILTER ENGINE OIL, AIR FILTE		$267.10			

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			Due				
Voucher(s): 1	Aged Totals:	$267.10	$267.10	$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
	7363715-0001	INV	2/10/2026	2/10/2026	$57.50	HAT, V GARD,FAS TRAC		$57.50			

			Due				
Voucher(s): 1	Aged Totals:	$57.50	$57.50	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	21258	INV	2/9/2026	2/9/2026	$2,429.87	02/02/26 DICKINSON-SHAKOPI		$2,429.87			
	21306	INV	2/13/2026	2/13/2026	$2,431.38	02/11/26 DICKINSON-SHAKOPI		$2,431.38			

			Due				
Voucher(s): 2	Aged Totals:	$4,861.25	$4,861.25	$0.00	$0.00	$0.00

Vendor ID: 3482 **Name:** UNIVERSITY OF NORTH DAKOTA **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	RECHRG260210	INV	2/10/2026	2/10/2026	$820.00	MATERIAL TESTING FROM W/		$820.00			

			Due				
Voucher(s): 1	Aged Totals:	$820.00	$820.00	$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
	2550586330	INV	2/4/2026	2/4/2026	$44.29	MATS		$44.29			
	2550586334	INV	2/4/2026	2/4/2026	$82.82	MATS		$82.82			
	2550586335	INV	2/4/2026	2/4/2026	$166.37	MATS		$166.37			
	2550586336	INV	2/4/2026	2/4/2026	$41.93	MATS		$41.93			
	2550589038	INV	2/11/2026	2/11/2026	$28.78	MATS		$28.78			
	2550589085	INV	2/11/2026	2/11/2026	$61.92	MATS		$61.92			
	2550589095	INV	2/11/2026	2/11/2026	$36.29	MATS		$36.29			
	2550589113	INV	2/11/2026	2/11/2026	$78.56	MATS		$78.56			
	2550589114	INV	2/11/2026	2/11/2026	$82.82	UNIFORM CLEANING		$82.82			
	2550589116	INV	2/11/2026	2/11/2026	$41.93	MATS		$41.93			
	2550589680	INV	2/12/2026	2/12/2026	$17.30	MATS		$17.30			
	2550589701	INV	2/12/2026	2/12/2026	$67.84	MATS		$67.84			

	2550591672	INV	2/18/2026	2/18/2026	$82.82	UNIFORM CLEANING		$82.82				
	2550591687	INV	2/18/2026	2/18/2026	$41.93	MATS		$41.93				
							Due					
Voucher(s):	14					Aged Totals:	$875.60	$875.60	$0.00	$0.00	$0.00	

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	109783	INV	2/17/2026	2/17/2026	$11,250.00	202320 MUSEUM EXPANSION		$11,250.00			
							Due				
Voucher(s):	1					Aged Totals:	$11,250.00	$11,250.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	IN170905	INV	2/23/2026	2/23/2026	$37,912.62	ILLUMIO CORE VISIBILITY & SI		$37,912.62			
							Due				
Voucher(s):	1					Aged Totals:	$37,912.62	$37,912.62	$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
	0126-TR116172	INV	1/31/2026	1/31/2026	$276.00	COBRA/DIRECT BILL		$276.00			
							Due				
Voucher(s):	1					Aged Totals:	$276.00	$276.00	$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
	291144157	INV	1/14/2026	1/14/2026	$23,367.90	ETHONAL LEAD FREE, CLEAR		$23,367.90			
	358842	INV	2/3/2026	2/3/2026	$2,297.60	#1 DYED DIESEL FUEL		$2,297.60			
							Due				
Voucher(s):	2					Aged Totals:	$25,665.50	$25,665.50	$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
	309153	INV	2/23/2026	2/23/2026	$132.70	APOQUEL TABLETS		$132.70			
							Due				
Voucher(s):	1					Aged Totals:	$132.70	$132.70	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	FEB 2026	INV	2/19/2026	2/19/2026	$1,660.50	FEB 2026 P/R WITHHOLDINGS		$1,660.50			
							Due				
Voucher(s):	1					Aged Totals:	$1,660.50	$1,660.50	$0.00	$0.00	

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

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
	636093	INV	2/18/2026	2/18/2026	$473.59	RTNR-AXLE, BOLT HEX		$473.59			
							Due				
Voucher(s): 1						Aged Totals:	$473.59	$473.59	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	362297	INV	2/10/2026	2/10/2026	$3,400.00	AUDIT OF 2023 FINANCIAL STI		$3,400.00			
							Due				
Voucher(s): 1						Aged Totals:	$3,400.00	$3,400.00	$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
	INV829793	INV	2/2/2026	2/2/2026	$152.95	JUMP SIDE BOOTS		$152.95			
	INV830844	INV	2/3/2026	2/3/2026	$305.90	JUMP SIDE BOOTS (2)		$305.90			
	INV835945	INV	2/10/2026	2/10/2026	$89.87	GLOVE, CRAFTERS FIRE HOG		$89.87			
	INV837824	INV	2/12/2026	2/12/2026	$186.84	REDBACK BOOTS		$186.84			
							Due				
Voucher(s): 4						Aged Totals:	$735.56	$735.56	$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-435346074	INV	1/31/2026	1/31/2026	$21,565.00	SYSTEM INTEGRATOR, AUTO		$21,565.00			
	INV-435346075	INV	1/31/2026	1/31/2026	$2,483.20	SR SYSTEM INTEGRATOR, AL		$2,483.20			
	INV-435346076	INV	1/31/2026	1/31/2026	$1,460.00	SYSTEM INTEGRATOR, AUTO		$1,460.00			
							Due				
Voucher(s): 3						Aged Totals:	$25,508.20	$25,508.20	$0.00	$0.00	$0.00

	Vendors	Due	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
Vendor Totals:	134	$573,087.11	$572,269.47	$817.64	$0.00	$0.00

MANUAL CHECKS 03-03-26 APPROVAL

Check #	Vendor Name	Amount	Comment
CK#133977	VELOCITY EHS	$ 6,000.00	REISSUED CHECK..FRAUD ON 1ST ONE
CK#133979	RED ROCK FORD	$ 32,500.00	PURCHASE 2025 VEHICLE
CK#133980	DAKOTA REFINING LLC	$ 46,868.11	REFUND OF OVERPAYMENT
CK#134122	VERIZON BILLING	$ 6,445.78	MONTHLY CELLPHONE BILLING
CK#134015	CONSOLIDATED TELCOM	$ 17,600.44	MONTHLY PHONE BILLINGS
CK#134129	FLORIDA STATE DISBURSEMENT	$ 161.54	GARNISHMENT/CHILD SUPPORT
CK#134130	JOB SERVICE NORTH DAKOTA	$ 500.02	GARNISHMENT
CK#134131	UHS PREMIUM BILLING	$ 7,084.95	MARCH DENTAL PREMIUM
CK#134132	MONTANA CSSD SDU	$ 767.99	GARNISHMENT/CHILD SUPPORT
CK#134133	STANDARD INSURANCE CO	$ 2,269.76	VISION PREMIUM
CK#134134	STANDARD INSURANCE CO	$ 6,073.55	LIFE PREMIUM
CK#134135	MATCO TOOLS	$ 107.47	REISSUED CHECK..LOST IN MAIL
CK#134136	PRO TINT	$ 140.00	REISSUED CHECK …LOST IN MAIL
CK#134137	MONTANA DAKOTA UTILITIES	$ 77,439.62	MONTHLY ELECTRICAL BILLS

Commerce Bank®
Member FDIC

Challenge Accepted.

Visa Purchasing

Billing Period: 02/12/2026 - 02/25/2026
Account Number: XXXX-XXXX-XXXX

Account Summary

Previous Balance	$68,528.87
Purchases & Other Charges	$34,480.98
Cash Advances	$0.00
Cash Advance Fees	$0.00
Late Charges	$0.00
Finance Charges	$0.00
Credits	$1,758.18
Payments	$68,528.87
New Balance	$32,722.80
Credit Limit	$120,000.00
Cash Limit	$120,000.00
Available Credit	$87,277.20
Disputed Amount	$0.00
Statement Closing Date	February 25, 2026
Days in Billing Cycle	14

Payment Information

New Balance	$32,722.80
Minimum Payment Due	**$32,722.80**
Payment Due Date	**March 04, 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
02/18	02/18		AUTO PAYMENT - THANK YOU!	$68,528.87 CR

PLEASE DETACH COUPON AND RETURN WITH YOUR PAYMENT.

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

Account ID:
Account Number: **XXXX-XXXX-XXXX**
Payment Due Date: March 04, 2026
New Balance: $32,722.80
Minimum Payment Due: $32,722.80

AMOUNT ENCLOSED

Use enclosed envelope and make check payable to:
COMMERCE BANK

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

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

Commerce Bank

Cardholder Account Activity

Tran Date	Post Date	Reference Number	Transaction Description	Amount
FIRE DEPARTMENT				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $10,000.00			$798.98 / $0.00 / $798.98	
02/11	02/12	2444500604340022609016 6	WM SUPERCENTER #1567 DICKINSON ND	$121.44
02/12	02/13	2469216604310570781839 7	SQ *PROACTIVE RESCUE OPERLake Helen FL	$250.00
02/13	02/16	2422638604502036329465 9	WAL-MART #1567 DICKINSON ND	$71.88
02/19	02/20	2469216605040336447146 3	EXXON RUD'S CORPORATIO NEW SALEM ND	$38.91
02/24	02/25	2449216605610000222108 8	SP RAGTOP FIRE RAGTOPFIRE.COCT	$316.75
SHELLY NAMENIUK				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $5,000.00			$157.50 / $0.00 / $157.50	
02/20	02/23	2491507605165532006072 9	SHRM HSG 888.241.8398 800-906-4213 TX	$157.50
FIRE DEPARTMENT 2				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$426.59 / $320.23 / $106.36	
02/16	02/17	7469216604740094078576 3	EXPEDIA 73354739833238 EXPEDIA.COM WA	$320.23 CR
02/18	02/19	2402762604906744350297 9	FIREPENNY 708-995-1241 IL	$426.59
JADE JAYNES				
XXXX-XXXX-XXXX			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $3,000.00			$1,275.24 / $0.00 / $1,275.24	
02/11	02/12	2444500604340022609149 5	WM SUPERCENTER #1567 DICKINSON ND	$79.40
02/11	02/12	2401134604210011644534 9	AMAZON RETA* KO2UA2893 WWW.AMAZON.COWA	$27.82
02/12	02/13	2469216604310588352443 9	APPLE.COM/BILL 866-712-7753 CA	$10.99
02/12	02/13	2469216604310570186831 5	AMAZON MKTPL*PG9NY9RH3 Amzn.com/billWA	$50.98
02/12	02/13	2469216604310556935141 2	AMAZON MKTPL*252YY5OE3 Amzn.com/billWA	$6.99
02/14	02/16	2469216604540147984986 0	AMAZON MKTPL*7H8SM8I13 Amzn.com/billWA	$44.23
02/15	02/16	2401134604610011073793 7	AMAZON RETA* 2C73S65P3 WWW.AMAZON.COWA	$25.89
02/15	02/16	2469216604640232072375 8	AMAZON MKTPL*HB04T1NQ3 Amzn.com/billWA	$643.55
02/18	02/18	2469216604940200265792 5	AMAZON MKTPL*SA97I3UQ3 Amzn.com/billWA	$15.10
02/21	02/23	2405523605265608204568 3	WALMART.COM 800-925-6278 AR	$276.85
02/22	02/23	2469216605310828666361 1	AMAZON MKTPL*B97JX2232 Amzn.com/billWA	$93.44
GRANT CARLSON				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $5,000.00			$322.35 / $0.00 / $322.35	
02/19	02/20	2401134605010014626694 6	AMAZON RETA* B974P41M2 WWW.AMAZON.COWA	$16.77
02/20	02/20	2401134605110004016127 5	AMAZON RETA* B903K6GT2 WWW.AMAZON.COWA	$289.08
02/21	02/23	2401134605210013135818 5	AMAZON RETA* T81ON5L83 WWW.AMAZON.COWA	$16.50
MICHAEL HANEL				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$129.00 / $0.00 / $129.00	
02/17	02/19	2403454604900367342780 2	ARCO LUCKY XPRESS DICKINSON ND	$20.00
02/18	02/20	2412157605051023322939 2	AXON 800-9782737 AZ	$100.00
02/20	02/20	2400077605110001196753 7	PROBOARDS, INC. PROBOARDS.COMCA	$9.00
GREG BECK				
XXXX-XXXX-XXXX			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $4,000.00			$526.00 / $0.00 / $526.00	
02/22	02/23	2406466605410000089346 5	MS* THEBISMARCKHOTELA THEBISMARCKHOND CHECK IN DATE: 02-22-26 CONFIRMATION #: ch33kwnwwp2e31avqcm	$526.00
PURCHASING DEPARTMENT				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $10,000.00			$4,415.34 / $0.00 / $4,415.34	
02/11	02/12	2469216604210491343202 9	AMAZON MKTPL*O53DG0VT3 Amzn.com/billWA	$67.47
02/11	02/12	2469216604210460316339 7	AMAZON MKTPL*JN9XW7ME3 Amzn.com/billWA	$749.95
02/11	02/12	2469216604210479265240 8	AMAZON MKTPL*OL6PC16L3 Amzn.com/billWA	$38.19
02/12	02/13	7442342604360652950481 7	PAYPAL *ZHINENGXHY2 15818719586	$2,758.29

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
02/13	02/13	7442342604360652950 4817	INTERNATIONAL SERVICE FEE	$27.58
02/15	02/16	2469216604640241544 3692	AMAZON MKTPL*IS0P744C3 Amzn.com/billWA	$38.97
02/15	02/16	2469216604640241382 3945	AMAZON MKTPL*R231B8643 Amzn.com/billWA	$32.66
02/15	02/16	2469216604640242195 7677	AMAZON MKTPL*PQ21Q95X3 Amzn.com/billWA	$13.71
02/20	02/23	2405523605165506397 4144	WALMART.COM 800-925-6278 AR	$298.00
02/21	02/23	2405523605265608241 7304	WALMART.COM 800-925-6278 AR	$298.00
02/23	02/24	2469216605410921866 7695	AMAZON MKTPL*B93XA0RH2 Amzn.com/billWA	$69.94
02/23	02/24	2469216605410944310 5602	AMAZON MKTPL*B91IX3YL2 Amzn.com/billWA	$22.58

DUANE ZASTOUPIL

XXXX-XXXX-XXXX-	Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $5,000.00	$0.00	$150.00	$150.00 CR

02/11	02/12	7469216604210459237 8126	NDSU-EXT PEST PRO 701-231-7180 ND	$75.00 CR
02/11	02/12	7469216604210459237 8118	NDSU-EXT PEST PRO 701-231-7180 ND	$75.00 CR

MATT HANSON

XXXX-XXXX-XXXX-	Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $2,500.00	$18.03	$0.00	$18.03

02/20	02/23	2469216605140389580 1815	AMAZON MKTPL*RG4400OH3 Amzn.com/billWA	$18.03

PD TRAVEL 3

XXXX-XXXX-XXXX-	Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $2,500.00	$51.58	$0.00	$51.58

02/12	02/13	2400329604300014542 2192	STAMART_01224 BISMARCK ND	$20.00
02/20	02/23	2469216605210709806 6501	EXXON RUD'S CORPORATIO NEW SALEM ND	$31.58

TRAVIS LEINTZ

XXXX-XXXX-XXXX	Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $2,500.00	$1,700.00	$0.00	$1,700.00

02/18	02/19	2421073604913935201 5022	GLOCK PROFESSIONAL INC 770-432-1202 GA	$500.00
02/18	02/19	2421073604913935201 5030	GLOCK PROFESSIONAL INC 770-432-1202 GA	$300.00
02/18	02/19	2421073604913935201 5048	GLOCK PROFESSIONAL INC 770-432-1202 GA	$300.00
02/18	02/19	2421073604913935201 5089	GLOCK PROFESSIONAL INC 770-432-1202 GA	$500.00
02/18	02/19	2469216604940265158 6540	SQ *NATIONAL TACTICAL OFFgosq.com VA	$100.00

CINDY THRONBURG

XXXX-XXXX-XXXX-	Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $3,000.00	$1,947.68	$0.00	$1,947.68

02/12	02/13	2475542604329043497 3509	THE LIBRARY STORE 309-9253923 IL	$358.05
02/12	02/13	2413829604442148900 1676	U OF M MINITEX II OL 612-301-1271 MN	$1,440.00
02/23	02/25	2432545605590001270 1766	DEMCO INC 800-9624463 WI	$149.63

POLICE DEPARTMENT

XXXX-XXXX-XXXX	Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $30,000.00	$899.70	$500.00	$399.70

02/10	02/12	2413746604220025902 0555	HOBBY LOBBY STORE #1082 DICKINSON ND	$13.99
02/11	02/12	2421073604213782401 4406	GLOCK PROFESSIONAL INC 770-432-1202 GA	$500.00
02/11	02/12	2421073604213782401 4414	GLOCK PROFESSIONAL INC 770-432-1202 GA	$300.00
02/12	02/13	7421073604313805801 6517	GLOCK PROFESSIONAL INC SMYRNA GA	$500.00 CR
02/19	02/20	2442733605073026206 8137	CASH WISE #3044 DICKINSON ND	$50.99
02/24	02/25	2469216605510007199 2907	Amazon.com*B98PS2NS1 Amzn.com/billWA	$21.43
02/25	02/25	2469216605610063685 5648	AMAZON MKTPL*BE0QD9NQ2 Amzn.com/billWA	$13.29

RACHEL SHUMAKER

XXXX-XXXX-XXXX-	Purchases & Other Charges	Payments & Other Credits	Total Activity
Credit Limit: $15,000.00	$1,739.45	$0.00	$1,739.45

02/12	02/16	2494300604437776456 5005	HOLIDAY INN BISMARCK 7017518240 ND CHECK IN DATE: 02-10-26 NUMBER OF NIGHTS: 2 CONFIRMATION #: 0430654527017518240	$263.15
02/12	02/16	2494300604437776456 5021	HOLIDAY INN BISMARCK 7017518240 ND CHECK IN DATE: 02-10-26 NUMBER OF NIGHTS: 2 CONFIRMATION #: 0430655137017518240	$263.15
02/12	02/16	2494300604437776456 5013	HOLIDAY INN BISMARCK 7017518240 ND	$263.15

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
			CHECK IN DATE: 02-10-26 NUMBER OF NIGHTS: 2 CONFIRMATION #: 0430655027017518240	
02/24	02/25	24011346055100109527396	ZEFFY* RAMSWANA CONF ZEFFY.COM DE	$950.00
DENVER FOWLER XXXX-XXXX-XXXX- Credit Limit: $3,000.00			Purchases & Other Charges $170.00 / Payments & Other Credits $0.00 / Total Activity $170.00	
02/12	02/16	24091626044017032204608	SOCIETY OF VERTEBRATE 301-634-7024 VA	$170.00
RACHEL WALDO XXXX-XXXX-XXXX Credit Limit: $3,000.00			Purchases & Other Charges $236.85 / Payments & Other Credits $0.00 / Total Activity $236.85	
02/18	02/19	24692166049402565607432	AMAZON MKTPL*C20Y44TV3 Amzn.com/billWA	$8.49
02/23	02/25	24445006055500458595553	PAPA JOHN'S #4905 701-483-7200 ND	$114.18
02/23	02/25	24445006055500458595637	PAPA JOHN'S #4905 701-483-7200 ND	$114.18
AARON MEYER XXXX-XXXX-XXXX Credit Limit: $40,000.00			Purchases & Other Charges $11,632.55 / Payments & Other Credits $0.00 / Total Activity $11,632.55	
02/11	02/12	24399006042503865002900	BESTBUYCOM807144322798 888BESTBUY MN	$419.98
02/11	02/12	24692166042104736318017	AMAZON MKTPL*V711N9213 Amzn.com/billWA	$1,199.92
02/12	02/13	24011346043100128543577	WWW.UI.COM WWW.UI.COM NY	$815.90
02/12	02/13	24692166043105775411059	AMAZON MKTPL*1H5JY0IR3 Amzn.com/billWA	$2,849.81
02/12	02/13	24011346043100106018378	WWW.UI.COM WWW.UI.COM NY	$400.68
02/13	02/16	24760626044001400004352	Data443 Risk Mitigation I919-5261070 NC	$292.56
02/13	02/16	24692166044106571624381	AMAZON MKTPL*QS2A04VZ3 Amzn.com/billWA	$1,949.87
02/18	02/19	24793386049000619284067	GoTo LogMeInPro Boston MA	$1,539.99
02/18	02/19	24692166049402577600771	AMAZON MKTPL*0K59K6F33 Amzn.com/billWA	$45.08
02/19	02/20	24492166051100002055150	HTTPS://SCRIBE.HOW/B SCRIBEHOW.COMCA	$75.00
02/20	02/23	24164076051105441247464	Staples Inc staples.com MA	$326.68
02/20	02/23	24164076051105441247472	Staples Inc staples.com MA	$39.94
02/21	02/23	24692166052107204108965	AMAZON MKTPL*7F5X64JC3 Amzn.com/billWA	$250.80
02/24	02/24	24692166055109775599595	Amazon.com*BE6JB4OZ2 Amzn.com/billWA	$230.08
02/24	02/25	24692166055100426663948	AMAZON MKTPL*LB5LS0ZC3 Amzn.com/billWA	$1,196.26
DEB KIRSCHENHEITER XXXX-XXXX-XXXX- Credit Limit: $1,000.00			Purchases & Other Charges $30.00 / Payments & Other Credits $0.00 / Total Activity $30.00	
02/11	02/12	24692166042105024855453	NDRIN-ND LAND RECORDS 701-364-1280 ND	$30.00
JAYDA BORAH XXXX-XXXX-XXXX- Credit Limit: $2,000.00			Purchases & Other Charges $127.93 / Payments & Other Credits $0.00 / Total Activity $127.93	
02/11	02/12	24445006043400226107093	WM SUPERCENTER #1567 DICKINSON ND	$127.93
IAN ANGUIANO XXXX-XXXX-XXXX- Credit Limit: $5,000.00			Purchases & Other Charges $169.00 / Payments & Other Credits $779.00 / Total Activity $610.00 CR	
02/11	02/12	74692166042104741914862	B2B Prime Amzn.com/billWA	$779.00 CR
02/17	02/18	24755426048280484511486	ZORO TOOLS INC 855-2899676 IL	$169.00
SCOTT DECKER XXXX-XXXX-XXXX- Credit Limit: $3,500.00			Purchases & Other Charges $200.00 / Payments & Other Credits $0.00 / Total Activity $200.00	
02/12	02/12	24011346043100049809446	DSU - EVENT TICKET DSUHERITAGEFOND	$200.00
SYLVIA MILLER XXXX-XXXX-XXXX- Credit Limit: $1,500.00			Purchases & Other Charges $1,101.28 / Payments & Other Credits $0.00 / Total Activity $1,101.28	
02/11	02/13	24801976043646420319767	STARK COUNTY DICKINSON ND	$20.00
02/11	02/13	24801976043646416226893	MUNICIPAY(M3)*SERVICE FE PORTLAND ME	$3.00
02/18	02/19	24692166049402701903331	NDRIN-ND LAND RECORDS 701-364-1280 ND	$30.00
02/23	02/24	24492166055100001062229	OPENAI *CHATGPT SUBSCR OPENAI.COM CA	$20.00
02/24	02/25	24011346056100036445737	COLUMN PUBLIC NOTICE COLUMN.US DC	$100.32

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
02/24	02/25	24011346056100036387822	COLUMN PUBLIC NOTICE COLUMN.US DC	$490.20
02/24	02/25	24011346056100036595572	COLUMN PUBLIC NOTICE COLUMN.US DC	$437.76
FIRE DEPARTMENT EMS				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $20,000.00			$4,091.81 / $0.00 / $4,091.81	
02/11	02/12	24116416042712055247380	BADGEANDWALLET.COM 914-236-1260 NY	$146.95
02/12	02/13	24275396043900015969561	TELEFLEX LLC 866-2466990 NC	$1,995.00
02/17	02/18	24941666048274578206471	BLAUER MANUFACTURING 800-225-6715 MA	$206.98
02/17	02/18	24692166048401380225918	NATIONAL REGISTRY EMT 614-888-4484 OH	$25.00
02/19	02/20	24793386050000626446093	Adobe Inc 800-8336687 CA	$19.99
02/20	02/23	24692166052107064085709	LOVE'S #0849 OUTSIDE VALLEY CITY ND	$43.23
02/20	02/20	24793386051002751018068	ND EMS Association Bismarck ND	$190.00
02/20	02/20	24116416051714417584680	BADGEANDWALLET.COM 914-236-1260 NY	$669.95
02/22	02/23	24692166054108825026121	LOVE'S #0849 OUTSIDE VALLEY CITY ND	$41.11
02/22	02/24	24445006054300539524503	FSP*CANAD INNS DESTINATIOGRAND FORKS ND CHECK IN DATE: 02-20-26 DAILY RATE: 179.00 CONFIRMATION #: 839060	$395.60
02/22	02/24	24445006054300539524685	FSP*CANAD INNS DESTINATIOGRAND FORKS ND CHECK IN DATE: 02-20-26 DAILY RATE: 179.00 CONFIRMATION #: 839061	$358.00
ROBERT FUHRMAN				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $8,500.00			$160.00 / $0.00 / $160.00	
02/13	02/16	24692166044106869336177	IN *FOSSIL LAB INNOVATION435-3612408 UT	$160.00
MUSEUM				
XXXX-XXXX-XXXX			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $8,000.00			$299.00 / $0.00 / $299.00	
02/23	02/24	24793386054002261302074	GDP*PastPerfect Exton PA	$299.00
JOSHUA SKLUZACEK				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $3,000.00			$84.37 / $0.00 / $84.37	
02/23	02/25	24943016055010186525092	HOMEDEPOT.COM 800-430-3376 GA	$84.37
EMS 4				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$60.00 / $0.00 / $60.00	
02/13	02/16	24316056045648486492659	SHELL OIL12502810018 MANDAN ND	$60.00
CARTER FONG				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $5,000.00			$500.00 / $0.00 / $500.00	
02/20	02/23	24692166051404474813148	IN *CUSTOM DATA, INC 701-2902063 ND	$500.00
RITA BINSTOCK				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $4,000.00			$625.84 / $0.00 / $625.84	
02/12	02/13	24207856043174200820155	NORTH DAKOTA PETROLEUM CO701-2236308 ND	$600.00
02/24	02/25	24011346056100010101058	COLUMN PUBLIC NOTICE COLUMN.US DC	$25.84
MOTOR VEHICLE DEPARTMENT				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,000.00			$51.30 / $8.95 / $42.35	
02/10	02/12	74137466041200285694635	USPS.COM CLICKNSHIP 800-3447779 DC	$8.95 CR
02/12	02/13	24137466044600222060430	USPS.COM CLICKNSHIP 800-344-7779 DC	$25.65
02/23	02/24	24137466054200227318615	USPS.COM CLICKNSHIP 800-344-7779 DC	$25.65
CHRISTOPHER DICKINSON				
XXXX-XXXX-XXXX-			Purchases & Other Charges / Payments & Other Credits / Total Activity	
Credit Limit: $2,500.00			$250.00 / $0.00 / $250.00	
02/12	02/13	24801976043646543987326	IAAO 816-701-8100 MO	$125.00

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description		Amount
02/24	02/25	248019760556596712950 86	IAAO	816-701-8100 MO	$125.00

JACOB WALDO
XXXX-XXXX-XXXX-
Credit Limit: $10,000.00

Purchases & Other Charges	Payments & Other Credits	Total Activity
$283.61	$0.00	$283.61

02/18	02/19	24842186049027018966700	AIR WATER AND ICE	722-461-0256 KS	$283.61

Finance Charge Summary

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

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

 Account Number: XXXX-XXXX-XXXX

CITY OF Dickinson North Dakota | Administration

To: City Commission

From: City Administrator Dustin Dassinger

Date: 2/26/26

Subject: Purchase Agreement – Stark County

Commissioners,

Staff recommends approval of the Purchase Agreement between the City of Dickinson and Stark County for the sale of the Armory and Law Enforcement Center properties, with a closing anticipated on or about October 1, 2026.

The agreement provides for the sale of the following real property owned by the City and located in Dickinson, Stark County, North Dakota:

- Lot 2, Block 1, Museum Center Addition – Parcel ID #0791-0100-0200 (commonly referred to as the "Armory")
- Lot 1, Block 1, Museum Center Addition – Parcel ID #0791-0100-0100 (commonly referred to as the "Law Enforcement Center" or "LEC")

The County shall pay the City Two Million Five Hundred Thousand Dollars ($2,500,000.00**)** for the Property. Title will be conveyed by Warranty Deed at closing, subject only to permitted title exceptions

The closing is scheduled to occur on or about October 1, 2026, at The Title Team in Dickinson, North Dakota, unless extended by mutual agreement. Possession of the Property will transfer to the County on the date of closing.

The Agreement is contingent upon the following conditions being met prior to closing:

- The City conveying marketable title.
- No third-party claims or liens against the Property.
- Execution of a Memorandum of Understanding (MOU) allowing City personnel continued access to the indoor gun range located within the facility (attached as Exhibit A).
- Execution of a Right of First Refusal agreement (attached as Exhibit B).
- Dedication by the County of approximately 53.7 feet of the east portion of the LEC property as public right-of-way to the City (attached as Exhibit C).

- Exhibits A, B, and C will be signed and taken care of at closing as part of the requirements under the purchase agreement.

If these conditions are not satisfied or waived by closing, the Agreement becomes null and void.

The property is being conveyed in “as-is” condition, without warranties, express or implied. The County acknowledges it has had a full opportunity to inspect the Property and accepts it in its present condition

The proposed purchase agreement outlines the terms and protections for both parties in the transfer of the Armory and Law Enforcement Center properties. The agreement includes appropriate due diligence provisions, contingencies, title protections, and ongoing access accommodations for the City.

City Administration recommends approval of the purchase agreement with Stark County

Dustin Dassinger

City Administrator

"I"
I-94 R\W
091°54'00" -519.79'
"J"
I-94 R\W
MH #04-156
"H"
067°31'55" -169.97'
I-94 R\W
25'
6" AC
25'
100.00'
25'
40'
10'
001°56'32"
44.60'
(45.43' REC.)
271°20'18" -184.81'
(184.75' REC.)
"G"
"F"
BLOCK 1
ROW Dedication
ACCESS/UTILITY EASEMENT
20'
217.49'
01°21'56"
01°21'56" -217.12'
162.42'
INTERSTATE
INTERSTATE
LOT 1
LOT 1
171,223 SQ. FT.
LOT 1
091°24'56"
52.15'
181°20'26"
34.25'
271°27'46" -223.15'
91°27'46" -169.44'
91°32'58" -347.75'
8" PVC
MH-STM
MH #04-156A
SAN
LOT 4
64,934 SQ. FT.
PERKIN'S PROPERTY
001°55'18" -337.11'
(337.06' REC.)
BLOCK 1
01°21'56" -263.53'
LOT 2
50,409 SQ. FT.
ADD.
8" PVC
6" AC
DEDICATED STREET
001°21'56" -185.97'
091°33'21" -138.42'
LOT 3
8,768 SQ. FT.
179.55'
50.01'
C5
C6
C1
(227.09' REC.)
"O"
"B"
"A"
257°23'54" -44.28'
(44.09' REC.)
259°41'24"
54.84'
271°30'18" -14.29'
C4
STREET R/W
"E"
271°30'18" -218.84'
"D"
"C"
POINT OF BEGINNING
MUSEUM DRIVE
001°21'56" -78.48'
NW CORNER OF THE
REPLAT OF LINCOLN ADDITION
ST.

RIGHT OF FIRST REFUSAL AGREEMENT

THIS AGREEMENT, made and entered into this __ day of _____, 2026, by and between **City of Dickinson**, of 38 1st Street West, Dickinson, ND 58601, hereinafter referred to as "City" and **Stark County**, of 51 3rd Street East, Dickinson, ND 58601, hereinafter referred to as "County";

WHEREAS, if the County in the future desires to sell its interest in the following described property that is located in Stark County, North Dakota, the County desires that the City shall be granted a right of first refusal pursuant to the term of this agreement:

Lot 2, Block 1, Museum Center Addition, City of Dickinson, Stark County, North Dakota – Parcel ID #0791-0100-0200

Lot 1, Block 1, Museum Center Addition, City of Dickinson, Stark County, ND – Parcel ID # 0791-0100-0100

(hereafter collectively referred to as the Property).

In consideration of the mutual covenants herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. *Right of first refusal*. As long as the County owns the Property, the City shall have a right of first refusal to purchase the Property if the County should choose to sell the Property, whether as a whole or individual parcels. If the County receives a bona fide offer from a third party for the purchase of the Property, which offer the County is willing to accept, the County will give the City written notice thereof, and will send the City a copy of the proposed contract of sale. The County will give the City written notice of any offer received or its desire to sell. The City shall have the right for ninety (90) days after the receipt of such notice to notify the County that it is exercising the right of first refusal. If the City fails to exercise any such preemptive right within the 90 day notice period, the County shall be at liberty to enter into a contract for the sale of the Property with a third party. If the City exercises the right of first refusal within the 90 day notice period described above, the City shall have sixty (60) days to enter into a contract for the sale of the Property and complete such sale.

2. *Term of right of first refusal*. This right of first refusal shall continue in effect for the Property listed above as long as the County owns the Property.

3. *No assignment by Parties*. No Party may assign its rights under this Right of First Refusal agreement. Any direct or indirect assignment of Party's rights under this agreement shall automatically terminate this right of first refusal.

4. *Binding effect*. This right of first refusal shall be binding upon and inure to the benefit of the parties and their respective representatives, heirs and assigns.

5. *Governing law.* This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

6. *Entire agreement*. This agreement supersedes all prior agreements between the parties with regard to the subject matter hereof, and there are no other understandings or agreements between them. This agreement can only be modified by a written instrument signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date stated herein.

STARK COUNTY

By: _____
Neal Messer, its Chairman

STATE OF NORTH DAKOTA)
: ss.
COUNTY OF STARK)

On this _____ day of _____, 2026, before me, a Notary Public in and for said County and State personally appeared Neal Messer, represented to be the Chairman of the Stark County Board of County Commissioners that is described in and that executed the within and foregoing instrument and severally acknowledged to me that such political subdivision executed the same.

_____
Notary Public

CITY OF DICKINSON

By: _____
Scott Decker, its President

STATE OF NORTH DAKOTA)
: ss.
COUNTY OF STARK)

On this ____ day of _____, 2026, before me, a Notary Public in and for said County and State personally appeared Scott Decker, represented to be the President of the municipal corporation that is described in and that executed the within and foregoing instrument and severally acknowledged to me that such municipal corporation executed the same.

_____
Notary Public

MEMORANDUM OF UNDERSTANDING

A MEMORANDUM OF UNDERSTANDING BETWEEN STARK COUNTY AND THE CITY OF DICKINSON REGARDING THE USE OF THE LAW ENFORCEMENT CENTER BUILDING

WHEREAS, the City of Dickinson ("the City") sold the following property to Stark County commonly known as the Law Enforcement Center ("LEC"):

Lot 1, Block 1, Museum Center Addition – Parcel ID # 0791-0100-0100

WHEREAS, the Dickinson Police Department has stock in and uses the indoor shooting range located in the LEC for firearms training on a regular basis; and

WHEREAS, the LEC has existing fiber infrastructure and network rack space that support municipal connectivity between the Stark County Courthouse, the LEC, and the Museum Center Buildings; and

WHEREAS, the parties agree that it is beneficial for the City and the Dickinson Police Department to continue to be able to utilize the shooting range in the LEC; and

WHEREAS, the parties further agree that it is beneficial to both parties that the City be able to maintain fiber optic capabilities to support the municipal connectivity between the Stark County Courthouse, the LEC, and the Museum Center Buildings; and

NOW, THEREFORE, BE IT RESOLVED that the County and the City of Dickinson agree to the following terms:

Indoor Shooting Range

1. The County will ensure unhindered access to the LEC to any sworn Dickinson Police Department employee for the purpose of range utilization.
2. The County will maintain the current footprint of the range within the LEC until such time a mutually agreed upon alternative location or facility is developed.
3. The County will continue to recognize the stake the Dickinson Police Department holds in the range and will honor all previously established range usage entitlements and control interests.

Existing Fiber Infrastructure

1. The County agrees to allow the City to utilize up to twelve (12) pairs of existing fiber strands running from the Stark County Courthouse through the LEC and extending to the Museum Center Buildings.
2. The County agrees to permit the City to install and operate City-owned fiber networking equipment within the County's network rack located at the LEC.
3. All City equipment shall be installed, labeled, and maintained by the City.
4. Each Party shall be responsible for its own equipment and any damage caused by one party to the other's infrastructure shall be promptly reported/addressed by the responsible party.

Dated this ___ day of _____ 2026.

_____
Neal Messer, Chairman
Board of County Commissioners
Stark County

Dated this ___ day of _____ 2026.

_____
Scott Decker, President
Board of City Commissioners
City of Dickinson

Docusign Envelope ID: EE63D090-A402-449A-83F5-5DEF1623E711

PURCHASE AGREEMENT

THIS AGREEMENT is effective on the date the last party executes this Agreement ("Effective Date"). This Agreement is between:

Stark County
51 3rd St. E
Dickinson, ND 58601
(hereinafter "County")

and

City of Dickinson
38 1st Street West
Dickinson, ND 58601
(hereinafter "City")

County and City may be jointly referred to as "the parties".

RECITATIONS:

A. City is the owner of real property located in Dickinson, Stark County, North Dakota, described

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

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

(Hereinafter collectively referred to as "the Property")

B. Pursuant to the terms of this Agreement, City will sell, and the County will purchase, the Property.

C. The parties desire to set forth their agreement in this document.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements of the parties, the adequacy and sufficiency of which are hereby acknowledged, it is agreed as follows:

Section 1. **Recitations**. The Recitations set forth above are hereby incorporated into this Agreement.

Section 2. **Purchase Price.** County shall (a) pay to City Two Million Five Hundred Thousand Dollars ($2,500,000.00) and (b) convey title of the Property to County pursuant to the terms of this Agreement.

Section 3. **Closing Date; Possession**. This "Closing Date" or "Date of Closing" will be on or about October 1, 2026, at The Title Team, Dickinson, North Dakota.

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The Closing Date is subject to extension as agreed to by the parties. Possession of the Property will be transferred on the Date of Closing.

Section 4. Due Diligence Period. The following terms shall apply to a due diligence period during which Buyer may inspect and examine the Property:

4.1. Buyer and Buyer's agents will be allowed access to the Property at all reasonable times for the purpose of performing examinations and inspections. This includes soil tests, engineering studies and such feasibility and other studies regarding the condition of the Property and improvements as Buyer considers prudent, at Buyer's expense.

4.2. Buyer shall have the right to conduct an environmental audit and such environmental studies and investigations regarding the environmental condition of the Property, including Phase I or Phase II environmental assessments, as Buyer determines to be prudent, at Buyer's expense.

4.3. Buyer shall have the right to review and approve the zoning, land use and other governmental regulations, laws, permits and approvals that apply to the Property.

4.4. Buyer shall have the right to review any active litigation pertaining to the Subject Property.

4.5. Buyer shall have the right to review and approve all contracts, plans, studies and reports in Seller's actual possession that bind the Property or that will affect the use of the Property after the Date of Closing.

4.6. No examination or inspection will be performed by Buyer which will involve destruction of any portion of the Property except that Buyer is allowed to perform drillings and/or borings at multiple locations on the Property determined by Buyer in order to determine the soil condition; the subsurface condition of the Property; the presence of rock, debris or other materials which would affect construction; the presence of water and such other matters that may be determined by drilling and boring. Buyer will pay all costs for such drilling or boring. Buyer will be responsible for filling or capping of any boring or drilling holes.

4.7. Buyer will indemnify, defend, and hold Seller harmless from and against any and all claims that may be made against Seller stemming from inspections of the Subject Property by Buyer or Buyer's agents.

4.8. The due-diligence period will run through for a period of one hundred eighty calendar days following execution of this agreement. If Buyer disapproves of the condition of the Property during the due diligence period for any reason, the sole remedy of Buyer shall be to terminate this Agreement. If Buyer gives Notice of Termination of this Agreement during this due-diligence period, such Notice shall be given to Seller, and all obligations under this Agreement will terminate.

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4.9. Failure to give notice during the due diligence period of an election to terminate the Agreement will cause this Agreement to remain in effect for a closing.

Section 5. **Contingencies and Conditions to Closing.** Failure to satisfy any of the contingencies will void this Agreement without default, unless otherwise waived in writing by both parties. The obligations of the parties under this Agreement are contingent and conditioned upon:

Section 5.1. City being able to convey marketable title to the Property by the Closing Date.

Section 5.2. No claim being made by any third party to any interest in, or lien upon, the Property.

Section 5.3 City and County shall execute a Memorandum of Understanding herein County grants access to the Property to allow City personnel use of the indoor gun range. The Memorandum of Understanding is attached hereto as Exhibit A.

Section 5.4 City and County shall execute a Right of First Refusal. The Right of First Refusal is attached hereto as Exhibit B.

Section 5.5 County agrees to dedicate approximately the east 53.7 feet of LEC Property as right of way for the City. The right of way is depicted on the map attached hereto as Exhibit C.

These conditions must be met and/or removed by the Closing Date. If not, this Agreement will be null and void.

Section 6. **Items to be Supplied**. The City will provide to the County copies of any of the following items that may be available regarding the Property: (1) engineering work and drawings, (2) surveys, (3) soil studies, (4) water and/or drainage studies. The City will have no liability to the County arising from the information supplied pursuant to this Section 6.

Section 7. **AS-IS**. It is specifically agreed that the Property and fixtures or improvements located thereon that are being conveyed to County are being conveyed in an "as is" condition. City expressly does not make, and County herein waives all warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose or warranty regarding quality, condition or safety. This provision shall survive the closing of this Agreement regardless of whether it appears in any further documentation implementing the closing of this Agreement. County acknowledges that, prior to executing this Agreement, County has carefully and thoroughly inspected or have had a full, fair, unrestricted opportunity to thoroughly and carefully inspect the Property and any fixtures or improvements conveyed hereby. City shall not be obligated to make any repairs, improvements or modification to the Property.

Section 8. **Title**.

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Section 8.1. City's title to the Property will be subject only to the matters listed as exceptions in the preliminary title report or commitment (the "Property Existing Title Exceptions").

Section 8.2. City shall order, at its sole cost and expense, a Title Insurance Commitment (the "Property Title Commitment") from the Title Company reflecting the current status of title to the Property. Such Property Title Commitment shall be delivered to County within forty (40) days of the Effective Date, or as soon thereafter as the same can be obtained. If County fails to object within fifteen (15) days following receipt of the Property Title Commitment, to any Property Existing Title Exceptions or to any matter revealed by the City Property Title Commitment, then and in that event, County shall be deemed to have waived its right to object to any such matter and all of such matters shall become "Permitted Title Exceptions" for purposes of this Agreement. County will be responsible for the premium related to the issuance of any Owner's Policy.

Section 8.3. Within ten (10) business days of receipt from the County of a written notice of any title objection, City shall notify County as to whether it will cure such objection, and if it elects to cure any such objection, it shall in good faith diligently endeavor to satisfy or correct, at City's expense, such title objection on or before the Date of Closing. With respect to any other such objection, failure of City to give such notice within such ten (10) business day period shall be deemed to be an election not to cure such objection. In the event City elects or is deemed to elect not to satisfy or cure any such other objection of which it is notified, then within ten (10) business days after the period for City to give notice has expired, County shall by written notice to City elect one of the following:

Section 8.3.1. Accept City's interest in the Property subject to such other objections, in which event such other objections shall become part of the Permitted Title Exceptions, and to close the transaction contemplated hereby in accordance with the terms of this Agreement; or

Section 8.3.2. Terminate this Agreement, whereupon the parties shall have no further obligation hereunder, except those obligations that expressly survive the termination of this Agreement.

Section 8.4. The failure of County to give such notice within the applicable ten (10) business day period shall be deemed an election to terminate this Agreement pursuant to Section 10.3.2 hereof.

Section 8.5. In the event City elects in writing to cure any title objection and thereafter fails or refuses, on or before the Date of Closing, to satisfy or cure any such objection, then County shall have the options described in Sections 8.3.1 and 8.3.2 hereof.

Section 9. **Mineral Rights**. No mineral interests in and under the Property are being conveyed to the County.

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Section 10. **Real Estate Taxes.** Taxes and special assessments for the year 2026 shall be prorated as the date of transfer of possession and conveyance of title. All taxes and special assessments certified to the County Treasurer for annual collection for calendar years 2025 and prior shall have been paid in full by City. County promises and covenants to pay all taxes and special assessments that may hereafter be levied and assessed upon the Property, including special assessments not yet annually certified for collection, before the same or any part thereof become delinquent.

Section 11. **Closing Documents.** The following documents shall be delivered at Closing: (1) a Warranty Deed, in form and content reasonably satisfactory to County, whereas City will convey fee simple title to the 1 Property and the improvements thereon to County, and clear of all liens and encumbrances, except for the Permitted Title Exceptions, (2) an acceptable Property Title Insurance Commitment, (3) County shall deliver the Purchase Price as provided in Section 2 herein, (4) the Memorandum of Understanding identified in Section 4.3.

Section 12. **Closing Costs.** Closing costs shall be the responsibility of the parties as follows:

Section 12.1. County's Responsibilities. County will pay for the following: (1) premium for the Owner's Title Insurance Policy for the Property, (2) costs of satisfying any County contingencies, (3) one-half of the expense charged by the Title Company for serving as closing/escrow agent, (4) costs of recording the Warranty Deed.

Section 12.2. City's Responsibilities. City will pay for the following: (1) deed preparation for Property, (2) expense for Title Insurance Commitment for the Property, (3) fees and costs related to any title issues for the Property, (4) costs of satisfying City contingencies, (4) one-half of the expense charged by the Title Company for serving as closing/escrow agent.

Section 13. **Further Assurances and Additional Documents**. At and after Closing, the parties shall deliver to each other any additional materials and documents which are necessary or appropriate to further assure, complete and document the consummation of the purchase and sale contemplated herein on the terms described herein.

Section 14. **County's Default**. In the event of a default by County under the terms of this Agreement, City's remedies hereunder include the following:

Section 14.1. Termination of this Agreement; or

Section 14.2. Seeking specific performance of County's obligations under this Agreement. If City is not successful in obtaining specific performance, Section 14.1. shall continue to apply.

All remedies are cumulative.

Section 15. **City's Default**. In the event of a default by City under the terms of this Agreement, County's remedies hereunder include the following:

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Section 15.1. Termination of this Agreement; or

Section 15.2. Seeking specific performance of City's obligations under this Agreement. If County is not successful in obtaining specific performance, Section 15.1. shall continue to apply.

All remedies are cumulative.

Section 16. **Construction**. This Agreement shall be construed and interpreted under the laws of the State of North Dakota. The titles of sections and subsections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein. All references herein to the singular shall include the plural, and vice versa.

Section 17. **Signatures.** The signing of any documents and the transmission of the signature by facsimile machine or electronically, such as by pdf file or by other electronic means, will be considered to be sufficient execution, and each party agrees that the other party may rely on their signature, whether an original or reproduced by facsimile machine, photocopier, or electronically.

Section 18: **Counterparts**. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

Section 19. **No Waiver**. No failure of either party to exercise any power given either party hereunder or to insist upon strict compliance by either party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

Section 20: **Time of Essence**. Time is of the essence in complying with the terms, conditions and agreements of this Agreement.

Section 21: **Entire Agreement**. This Agreement contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

Section 22: **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

Section 23: **Amendments**. Any amendment to this Agreement shall not be binding upon either of the parties to this Agreement unless such amendment is in writing duly executed by each of the parties hereto.

The balance of this page left blank intentionally. Signature page to follow:

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date stated herein.

STARK COUNTY

Signed by:
By: Neal Messer
FAC0E98059004A3...
Neal Messer, its Chairman

CITY OF DICKINSON

By: _____
Scott Decker, its President

Docusign Envelope ID: EE63D090-A402-449A-83F5-5DEF1623E711

EXHIBIT A

Memorandum of Understanding

Docusign Envelope ID: EE63D090-A402-449A-83F5-5DEF1623E711

EXHIBIT B

RIGHT OF FIRST REFUSAL

Docusign Envelope ID: EE63D090-A402-449A-83F5-5DEF1623E711

EXHIBIT C

Map for Dedicated Right of Way

AGREEMENT

THIS AGREEMENT is made this _____ day of March, 2026, between the CITY OF DICKINSON, a North Dakota municipal corporation (hereinafter, the "City"), and MACKOFF KELLOGG KIRBY & KLOSTER, P.C., a North Dakota professional corporation (hereinafter "Mackoff Kellogg").

1. City Attorney.

The City hereby retains Mackoff Kellogg as its city attorney on a full time basis. The City Attorney shall coordinate with the City Administrator and various department heads regarding direction, goals, plans and policies for the City, which shall include but is not limited to negotiating, drafting and reviewing contracts, ordinances and annexation matters. The City shall be considered a client of Mackoff Kellogg.

The City Attorney may, on occasion, provide reports or make presentations regarding various City matters to the Board of City Commissioners, city staff, or other city boards or commissions. Timeliness of response and accessibility to the City Attorney is an important aspect of the service. The City Attorney shall be generally available to attend meetings in person on short notice and to be reached by telephone or email during regular business hours. The City further acknowledges that Mackoff Kellogg's designated representatives will maintain their own private practices. Mackoff Kellogg acknowledges that it will work with the City to ensure a designated representative is readily available for consultation. On occasion, City matters may occur with little or no lead-time, and the City Attorney may be required to attend these meetings on an unscheduled, urgent basis.

In addition to attending requested meetings, the City Attorney may hold office hours at City Hall, if requested by the City. If requested, Mackoff Kellogg will hold office hours at City Hall up to two days per week, and up to two hours on each requested day. These hours will be in addition to any hours spent at City Hall by the City Attorney in regularly scheduled meetings. The parties acknowledge that availability of the city attorney is an important component of this arrangement, but acknowledge that the City Attorney will also be maintaining a private practice which may interfere with these scheduled hours from time to time.

In addition to any requested office hours, the City Attorney will meet with City Staff at the Mackoff Kellogg office, as requested by the City.

2. Designation of Attorneys.

While all attorneys of Mackoff Kellogg will be available to the City, Mackoff Kellogg shall designate Christina M. Wenko, as its principal attorney representing the City. Christina M. Wenko would be the primary point of contact between the City and Mackoff Kellogg. Mackoff Kellogg shall designate Stephen A. Fetch as the second representative in the event that Christina M. Wenko is unavailable for consultation or unable to attend meetings. In addition, Morgan M. Jacobs shall serve as an additional backup attorney, if needed.

3. Limitations

Conflicts of Interest.

Mackoff Kellogg agrees that it will not take any position that is adverse to the City or to the City's interests, and will avoid any conflicts of interest with the City; provided, however, that Mackoff Kellogg shall not represent the City with respect to:

- Matters that would violate or run a substantial risk of violating the North Dakota Rules of Professional Conduct, specifically including, but not limited to, matters on which Mackoff Kellogg has a conflict of interest.

- Matters on which Mackoff Kellogg and the City mutually agree that Mackoff Kellogg does not have or cannot reasonably obtain the necessary expertise to accomplish the legal work.

In the event that Mackoff Kellogg is unable to provide City Attorney services to the City, Mackoff Kellogg shall timely notify the City, consult with the City with respect to obtaining alternative counsel. Consistent with the North Dakota Rules of Professional Conduct, Mackoff Kellogg shall not represent parties adverse to the City or to the interests of the City.

4. Compensation.

The City will pay to Mackoff Kellogg a monthly flat fee as follows:

March 1, 2026 through December 31, 2026 – A flat fee of $15,000.00

January 1, 2027 through December 31, 2028 – A flat fee of $16,000.00

January 1, 2029 through December 31, 2030 – A flat fee of $17,000.00

The fee amount shall cover all legal services to be provided by Mackoff Kellogg, except the municipal prosecution services already provided by Mackoff Kellogg under a separate contract and also excepting litigation matters, as addressed below.

5. Services Provided.

Such municipal legal services to be provided by Mackoff Kellogg shall include the following:

- Attend all regular meetings of the City of Dickinson, including but not limited to: City Commission meetings, City Planning and Zoning Board meetings, Board of Adjustment Meetings, Leadership Team meetings, and Executive Team meetings.

- Draft all municipal ordinances, amendments, resolutions, procedures, rules and regulations.

- Conduct such research and investigations as may be necessary in order to determine statutory and legal compliance.

- Confer with and advise city officials on legal and administrative matters, and issue binding legal opinions for the City and its officers.

- Serve as the primary legal advisor to the Board of City Commissioners, City Administrator, and the various department heads.

- Conduct legal research, drafts documents and opinions, and presents conclusions and recommendations for review.

- Draft and review contracts, leases, and other legal agreements binding the City.

- Direct and oversee litigation to which the City may be a party.

- Coordinate with outside counsel for the City, if retained.

- Initiate appropriate legal action to protect and preserve the City's property and interests, and provide or coordinate the defense of the city in all legal claims.

- Coordinate with the City Administrator with respect to inter-governmental relations and development of the City's legislative strategy; attend legislative sessions and committee meetings on behalf of the City and represent the City's position with respect to legislative issues; build relationships with legislators, state government officials, and other potential partners of the City.

- Represent the City and presents at various community events, public meetings and gatherings, committees, and conferences.

- Exercise authority over Legal and Human Resources departmental budgets, revenues, and expenditure authority.

- Coordinate with the City Administrator and various department heads regarding risk management.

- Perform other duties of a similar nature or level.

- Perform all other duties that may be prescribed by the Board of City Commissioners or by the ordinances of the City (Section 2.12.070) or the statutes of the State of North Dakota (NDCC 40-20-01).

In the event there is a litigated matter that arises for which Mackoff Kellogg provides legal services, the City shall compensate Mackoff Kellogg at the discounted rate of $300 per hour for the legal services required for the litigation matter. City Attorney shall coordinate with outside counsel for the City, if retained.

Mackoff Kellogg shall present an invoice for legal services to the City on a monthly basis. The fees shall be due from the City to Mackoff Kellogg in the month following Mackoff Kellogg's provision of services under this Agreement.

6. Term and Termination.

The term of this Agreement shall be for a period of four (4) years, commencing as of March 1, 2026 and terminating on December 31, 2030. In the event the primary attorney named in this contract should cease to serve in such role, either party may terminate this agreement with thirty (30) days notice.

7. Independent Contractor.

Mackoff Kellogg is an independent contractor for all purposes, and is not an employee of the City. Mackoff Kellogg is free to contract for similar services to be performed for other persons or entities while this Agreement is in effect. The City of Dickinson shall have no responsibility to Mackoff Kellogg, or any attorney or employee of Mackoff Kellogg providing services under this Agreement, to pay or contribute to any employee benefit programs, employment taxes, or other ancillary costs of employment.

8. Liability.

Each party shall be liable for its own acts and omissions with respect to 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, and shall not hold or seek to hold the other party liable for such acts or omissions. Mackoff Kellogg shall maintain professional liability and malpractice insurance in the amount of no less than $2 million per occurrence.

9. Governing Law.

This Agreement shall be governed by North Dakota law and any question arising hereunder shall be construed or determined according to such law.

10. Counterparts.

This Agreement may be executed by the parties in any number of counterparts.

CITY OF DICKINSON

By: _____

Scott Decker, President
Board of Commissioners

ATTEST:

_____
Dustin Dassinger
Dickinson City Administrator

MACKOFF KELLOGG LAW FIRM

By: _____
Christina M. Wenko, President

CITY OF Dickinson North Dakota | Administration

To: City Commission

From: City Administrator Dustin Dassinger

Date: 02/25/26

Subject: City Attorney Contract

Commissioners,

City Administration has negotiated a proposed City Attorney Agreement with Mackoff Kellogg Kirby & Kloster, P.C. to provide full-time municipal legal services to the City of Dickinson beginning March 1, 2026.

The agreement establishes the terms, scope of services, compensation, and expectations for the provision of City Attorney services over a four year term.

Under the agreement, the City retains Mackoff Kellogg as its City Attorney on a full time basis. The City will be considered a client of the firm.

The City Attorney will:

- Coordinate with the City Administrator and department heads regarding direction, goals, plans, and policies.
- Negotiate, draft, and review contracts, ordinances, annexation matters, and other municipal documents.
- Provide reports and presentations to the Board of City Commissioners, staff, and advisory boards.
- Be accessible during regular business hours and available to attend meetings on short notice, including urgent matters.
- Maintain responsiveness as a key service expectation.

The agreement acknowledges that designated attorneys will maintain private practices but requires the firm to ensure consistent availability for City matters.

While all attorneys within the firm are available to serve the City, the following attorneys are designated:

- Christina M. Wenko – Principal City Attorney and primary point of contact
- Stephen A. Fetch – Secondary representative
- Morgan M. Jacobs – Additional backup attorney

This structure ensures continuity of legal services and coverage in the event of scheduling conflicts or absences.

- Attendance at all regular meetings, including City Commission, Planning & Zoning, Board of Adjustment, Leadership Team, and Executive Team meetings.
- Drafting ordinances, resolutions, policies, procedures, and regulations.
- Legal research and compliance review.
- Issuing binding legal opinions.
- Advising elected officials and department heads.
- Drafting and reviewing contracts and agreements.
- Directing and overseeing litigation.
- Coordinating with outside counsel.
- Risk management coordination.
- Legislative strategy development and representation during legislative sessions.
- Representation at public meetings, community events, and conferences.
- Duties prescribed by City ordinance (Section 2.12.070) and North Dakota Century Code § 40-20-01.

The agreement provides for a monthly flat fee structure as follows:

- March 1, 2026 – December 31, 2026**:** $15,000 per month
- January 1, 2027 – December 31, 2028: $16,000 per month
- January 1, 2029 – December 31, 2030: $17,000 per month

The firm agrees to avoid conflicts of interest and will not represent parties adverse to the City. Representation is subject to compliance with the North Dakota Rules of Professional Conduct.

If a conflict arises or the firm lacks necessary expertise, the firm will promptly notify the City and consult regarding alternative counsel.

The agreement is for a four-year term commencing March 1, 2026, and terminating December 31, 2030.

If the primary designated attorney ceases to serve in that role, either party may terminate the agreement with thirty 30 days notice.

City Administration recommends approval of the City Attorney Agreement with Mackoff Kellogg Kirby & Kloster, P.C. as presented.

Thank You,

Dustin Dassinger

AGREEMENT

THIS AGREEMENT is made this ____ day of March 2026, between the CITY OF DICKINSON, a North Dakota municipal corporation (hereinafter, the "City"), and MACKOFF KELLOGG KIRBY & KLOSTER, P.C., a North Dakota professional corporation (hereinafter "Mackoff Kellogg").

1. Municipal Prosecutor.

The City hereby retains Mackoff Kellogg as its municipal prosecutor. The municipal prosecutor shall serve under the direction of the City Attorney and report all work product and the on-going status of matters to the City Attorney. The municipal prosecutor shall represent the City in assigned municipal court matters, whether criminal prosecution or enforcement of civil offenses, including those municipal court matters transferred to district court as provided by law. The City shall be considered a client of Mackoff Kellogg.

The municipal prosecutor may, on occasion, provide reports or make presentations regarding municipal court matters to the Board of City Commissioners, City staff, or other City boards or commissions. Timeliness of response and accessibility to the municipal prosecutor is an important aspect of the service. The Municipal Prosecutor shall be generally available to attend meetings in person on short notice and to be reached promptly by telephone or email during regular business hours. On occasion, municipal court matters may occur with little or no lead-time, and the Municipal Prosecutor may be required to attend court hearings or other meetings on an unscheduled, urgent basis.

2. Designation of Attorneys.

Mackoff Kellogg shall designate Christina M. Wenko as its principal attorney representing the City as the Municipal Prosecutor. Stephen A. Fetch, or such other attorney acceptable to the City, shall be the Assistant Municipal Prosecutor. Mackoff Kellogg shall ensure that any other lawyers designated to represent the City shall be appropriately qualified, including having adequate training, experience, and supervision to perform municipal court work. The City shall have the right to consent or withhold its consent regarding any lawyer so designated to represent the City.

3. Limitations – Conflicts of Interest.

Mackoff Kellogg agrees that it will not take any position that is adverse to the City or to the City's interests, and will avoid any conflicts of interest with the City; provided, however, that Mackoff Kellogg shall not represent the City with respect to:

- Matters that would violate or run a substantial risk of violating the North Dakota Rules of Professional Conduct, specifically including, but not limited to, matters on which Mackoff Kellogg has a conflict of interest.

- Matters on which Mackoff Kellogg and the City mutually agree that Mackoff

Kellogg does not have or cannot reasonably obtain the necessary expertise to accomplish the legal work.

In the event that Mackoff Kellogg is unable to provide municipal prosecutor services to the City, Mackoff Kellogg shall timely notify the City, consult with the City with respect to obtaining alternative counsel, and offer non-duplicative services to the extent requested or required by the City or such alternative counsel. Consistent with the North Dakota Rules of Professional Conduct, Mackoff Kellogg shall not represent parties adverse to the City or to the interests of the City.

4. Term and Termination.

The term of this Agreement shall be for a period of four (4) years, commencing as of March 1, 2026 and terminating on December 31, 2030. In the event the primary attorney named in this contract should cease to serve in such role, either party may terminate this agreement with thirty (30) days' notice.

5. Compensation.

The City will pay to Mackoff Kellogg a monthly flat fee as follows:

March 1, 2026 through December 31, 2026 – A flat fee of $17,000.00

January 1, 2027 through December 31, 2028 – A flat fee of $18,000.00

January 1, 2029 through December 31, 2030 – A flat fee of $19,000.00

The monthly flat fee amount shall cover all municipal court legal services to be provided by Mackoff Kellogg, less appeals, as addressed below.

6. Services Provided.

Such municipal court legal services to be provided by Mackoff Kellogg shall include the following:

- Review all files, citations, and police reports forwarded to Mackoff Kellogg by the City, and determine whether municipal court charges shall be brought, the offense to be charged, and appropriate punishment.

- Represent the City at all show cause hearings, initial appearances, bond hearings, arraignments, pre-trial hearings venued in municipal court, as well as administrative traffic hearings and criminal trials, both bench and jury, as required from time to time.

- Work with the municipal court in scheduling trial dates and hearings.

- Attend annual training within the State of North Dakota for those lawyers designated to represent the City on municipal court matters.

- Employ sufficient administrative staff to maintain the prosecutor's municipal court schedule, communicate with the Court, city staff, and defendants, as necessary, including bearing all overhead costs of such administrative staff.

- Prepare necessary legal documents, including all court filings and discovery production, and perform sufficient legal research to support legal decision making.

- Coordinate with city law enforcement staff and code enforcement staff; and prepare for trial testimony by city officials.

- Prepare for and represent the City in bench trials and jury trials of municipal court matters that have been transferred to district court, as provided by law.

- Shall meet at least quarterly with Department officials regarding Municipal Code enforcements matters and concerns

In the event of appeals of municipal court matters to the North Dakota Supreme Court, the City shall compensate Mackoff Kellogg at the rate of $300.00 per hour for the legal services required for the appeal.

Mackoff Kellogg shall present an invoice for legal services to the City monthly. The monthly flat fee shall be due from the City to Mackoff Kellogg in the month following Mackoff Kellogg's provision of services under this Agreement.

7. Independent Contractor.

Mackoff Kellogg is an independent contractor for all purposes and is not an employee of the City. Mackoff Kellogg is free to contract for similar services to be performed for other persons or entities while this Agreement is in effect.

8. Liability.

Each party shall be liable for its own acts and omissions with respect to 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, and shall not hold or seek to hold the other party liable for such acts or omissions. Mackoff Kellogg shall maintain professional liability and malpractice insurance in the amount of no less than $2 million per occurrence.

9. Governing Law.

This Agreement shall be governed by North Dakota law and any question arising hereunder shall be construed or determined according to such law.

10. Counterparts.

This Agreement may be executed by the parties in any number of counterparts.

CITY OF DICKINSON

By: _____
Scott Decker, Chairman
Board of Commissioners

ATTEST:

_____
Dustin Dassinger
Dickinson City Administrator

MACKOFF KELLOGG LAW FIRM

By: _____
Christina M. Wenko, President

CITY OF Dickinson North Dakota | Administration

To: City Commission

From: City Administrator Dustin Dassinger

Date: 02/25/26

Subject: Municipal Prosecutor Contract

Commissioners,

City Administration has negotiated a proposed Municipal Prosecutor Agreement with Mackoff Kellogg Kirby & Kloster, P.C. to provide municipal prosecution services for the City of Dickinson.

The agreement is effective March 1, 2026, through December 31, 2030, for a four (4) year term, subject to termination provisions as outlined in the contract.

Under the agreement, the firm will serve as Municipal Prosecutor under the direction of the City Attorney and will report all work product and ongoing case status to the City Attorney. The City will be considered a client of the firm.

The Municipal Prosecutor will:

- Review all files, citations, and police reports to determine appropriate charges and penalties.
- Represent the City in all municipal court proceedings, including initial appearances, arraignments, pre-trial hearings, show cause hearings, administrative traffic hearings, and criminal bench and jury trials.
- Handle municipal court matters transferred to district court as provided by law.
- Coordinate with law enforcement and code enforcement staff.
- Prepare legal filings, discovery, and conduct necessary legal research.
- Attend annual in-state training related to municipal prosecution.
- Meet at least quarterly with Department officials regarding Municipal Code enforcement matters.
- Provide necessary administrative support at the firm's expense.

The firm has designated:

- Christina M. Wenko as the principal Municipal Prosecutor.
- Stephen A. Fetch as Assistant Municipal Prosecutor.

Any additional attorneys assigned to represent the City must be appropriately qualified and are subject to City approval.

The City will compensate the firm on a monthly flat-fee basis as follows:

- May 1, 2026 – December 31, 2026**:** $17,000 per month
- January 1, 2027 – December 31, 2028**:** $18,000 per month
- January 1, 2029 – December 31, 2030**:** $19,000 per month

The flat fee covers all municipal court legal services, excluding appeals. In the event of appeals to the North Dakota Supreme Court, services will be billed separately at $300.00 per hour.

The agreement runs from March 1, 2026, through December 31, 2030. If the primary attorney ceases to serve in that role, either party may terminate the agreement with thirty (30) days written notice.

The agreement also includes standard conflict-of-interest provisions consistent with the North Dakota Rules of Professional Conduct and prohibits representation adverse to the City

City Administration recommends approval of the Municipal Prosecutor Agreement with Mackoff Kellogg Kirby & Kloster, P.C. as presented.

Thank You,

Dustin Dassinger

City Administrator

CITY OF Dickinson North Dakota | Administration

To: City Commission

From: City Administrator Dustin Dassinger

Date: 2/26/26

Subject: Public Safety Tax Call for Election

Commissioners,

The City of Dickinson initially adopted a one percent (1%) sales and use tax in 1990. In 2001, the City amended its sales and use tax ordinance to adopt an additional one-half percent (½%) sales and use tax.

The City of Dickinson operates under a Home Rule Charter, which authorizes the imposition of sales and use taxes. However, the Charter further requires that any additional sales and use tax must be approved by a majority vote of the qualified electors of the City prior to enactment.

Since the last sales tax amendment in 2001, the community's needs have significantly evolved. The Board of City Commissioners has identified increased and ongoing demands related to infrastructure, capital improvements, and particularly public safety.

The City now confronts a number of public safety projects that are necessary and beneficial to maintaining the continued health, safety, and vitality of Dickinson. The proposed Resolution would submit to the qualified electors of the City the question of imposing an additional one percent (1%) sales and use tax within the City of Dickinson. The additional one percent tax would be dedicated solely to funding public safety infrastructure and operations, including:

- Personnel
- Equipment
- Facilities
- Technology
- Capital improvements

The additional funding mechanism would provide a sustainable local revenue source to address both current and future public safety needs.

If approved by the City Commission, the Resolution provides that:

- The proposed additional one percent (1%) sales and use tax shall be submitted to a vote of the qualified electors of the City of Dickinson at the regular primary election to be held on June 9, 2026.
- The Notice of Election, attached as Exhibit "A," is approved and the City Administrator is directed to publish the Notice in the Dickinson Press, as required under applicable provisions of the City Code and North Dakota Century Code.
- The form of Ballot attached as Exhibit "B" is approved for use in the election on the proposed measure.
- The form Joint Powers Agreement attached as Exhibit "C" is approved.

The Resolution itself does not impose the tax, but authorizes submission of the question to the voters. If approved by the electorate, the additional one percent (1%) sales and use tax would generate dedicated revenue restricted to public safety infrastructure and operations.

City Administration recommends approval of the Resolution directing that the question of imposing an additional one percent (1%) sales and use tax for public safety purposes be submitted to the voters of the City of Dickinson at the June 9, 2026 primary election.

Dustin Dassinger

City Administrator

CITY OF DICKINSON

DICKINSON CITY SALES TAX

June 9, 2026

BALLOT QUESTION

Shall the City of Dickinson amend its Code of Ordinances to adopt an additional one percent (1%) sales, use and gross receipts tax and dedicate the revenues collected for the sole purpose of funding public safety infrastructure and operations which shall include personnel, equipment, facilities, technology and capital improvements all as provided in the Notice of Election, Proposed Ordinance and Joint Powers Agreement published in the Dickinson Press. The City of Dickinson shall dedicate 20% of the gross receipts to Stark County for public safety pursuant to a Joint Powers Agreement.

☐ Yes – means you approve this proposed amendment to the Dickinson Code of Ordinances as published in the Dickinson Press.

☐ No – means you disapprove this proposed amendment to the Dickinson Code of Ordinances as published in the Dickinson Press.

CITY OF DICKINSON

DICKINSON CITY SALES TAX

June 9, 2026

BALLOT QUESTION

Shall the City of Dickinson amend its Code of Ordinances to adopt an additional one percent (1%) sales, use and gross receipts tax and dedicate the revenues collected for the sole purpose of funding public safety infrastructure and operations which shall include personnel, equipment, facilities, technology and capital improvements all as provided in the Notice of Election, Proposed Ordinance and Joint Powers Agreement published in the Dickinson Press. The City of Dickinson shall dedicate 20% of the gross receipts to Stark County for public safety pursuant to a Joint Powers Agreement.

☐ Yes – means you approve this proposed amendment to the Dickinson Code of Ordinances as published in the Dickinson Press.

☐ No – means you disapprove this proposed amendment to the Dickinson Code of Ordinances as published in the Dickinson Press.

NOTICE OF ELECTION
ON INITIATIVE ORDINANCE TO AMEND SALES & USE TAX
DICKINSON NORTH DAKOTA
JUNE 9, 2026

NOTICE IS HEREBY GIVEN that a CITY ELECTION will be held within the City of Dickinson, Stark County, North Dakota on Tuesday, June 9, 2026, for the purpose of submitting to the voters of the City of Dickinson, the following question:

> Shall the City of Dickinson adopt an Ordinance No. X as published in the Dickinson Press on May 20, 2026, May 27, 2026 and June 3, 2026, which will implement an additional one percent (1%) sales, use and gross receipts tax within the City of Dickinson, dedicating revenues collected by the tax, less administrative expenses, to fund for the sole purpose of funding public safety infrastructure and operations, which shall include personnel, equipment, facilities, technology and capital improvements.

The polls shall be opened at 7 o'clock AM and shall remain open continuously until 7 o'clock PM (MST) on said date. The polling places for holding said election are established precincts and the boundaries of each precinct are described as follows:

(Insert Proposed Ordinance)

and

(Insert Joint Powers Agreement)

Dated this ____ day of _____ 2026.
City of Dickinson, North Dakota
Dustin Dassinger, City Administrator

(Published _____ and _____).

JOINT POWERS AGREEMENT
CITY OF DICKINSON AND STARK COUNTY

This Agreement is made and entered into this _____ day of March 2026, by and between the City of Dickinson, North Dakota (City), and Stark County, North Dakota (County). The parties agree:

1. The City is a municipal corporation established according to Title 40 of the North Dakota Century Code. The City is governed under the modern commission form of government and has adopted a home rule charter authorized by chapter 40-05.1 of the North Dakota Century Code. The home rule charter includes powers enumerated in N.D.C.C. § 40-05.1-06, including the power to levy and collect sales and use taxes.
2. The County is established under chapter 40-49 of the North Dakota Century Code and governed by a Board of County Commissioners.
3. This Agreement is entered into between the parties according to the provisions of Chapter 54-40.3 of the North Dakota Century Code for the cooperative or joint administration of any power or function that is authorized by law or assigned to one or either party.
4. The purpose of this Agreement is to provide for the financing of public safety infrastructure and operations, which shall include personnel, equipment, facilities, technology and capital improvements by levying an additional one-cent sales and use tax dedicated to this purpose, subject to approval by the voters of an amendment to the Dickinson Code of Ordinances enacting an additional one cent sales and use tax for this purpose.
5. The City and County agree that the City will dedicate 20% of the one-cent sales and use tax collected under the proposed amended Ordinance attached hereto as Exhibit A to the County for the sole purpose public safety infrastructure and operations, which shall include personnel, equipment, facilities, technology and capital improvements. The County will

ensure that the 20% of sales and use tax revenue shall only be used for the purposes stated in this Agreement. Any allocation of sale and use tax revenue by the County inconsistent with this Agreement shall result in termination of this Agreement. The County shall provide an annual report to the City during its annual budget review process identifying how the County intends to utilize its portion of the sales and use tax revenue. The County shall provide the City with any requested information regarding expenditure of the sales and use tax revenue to ensure compliance with the terms of this Agreement.

6. The City and County further agree that it is mutually beneficial to allocate the additional one percent sales and use tax to provide funding for public safety infrastructure and operations, which shall include personnel, equipment, facilities, technology and capital improvements.
7. The proposed Ordinance amendment shall be voted on at the regularly scheduled primary election on June 9, 2026, at which a ballot measure approving and dedicating an additional one cent sales and use tax for the purpose specified in this Agreement shall be subject to voter approval.
8. This Agreement shall remain in effect pending the election. If the voters approve a ballot measure amending the Dickinson Code of Ordinances and adopting the additional one cent sales and use tax for the purpose specified in this Agreement, the Agreement shall remain in effect until the later of the repeal of the ordinance which adopts the additional one cent sales and use tax, by the termination of this Agreement by the parties, or if the County obtains home rule status and collect a sales tax on its own. If the voters fail to approve the ballot measure, the Agreement shall terminate following certification of the election results.

9. The City and the County agree that the disbursement of sums from the City sales and use tax in accordance with the terms and provisions of this Joint Powers Agreement shall be made through the Office of the City Finance Director. Any payments made pursuant to this Agreement shall be dispersed to the County to be deposited in the County's General Fund. The City agrees to collect the additional one cent sales and use tax and will transfer 20% of revenues to the County on a quarterly basis.
10. The parties agree that each party is responsible and assumes liability for its own acts and those of its employees and agents. Nothing in this Agreement is intended to transfer any risk or alter, limit or otherwise modify the application of any governmental or other immunity or defense available to the parties or their officers, employees or agents. Any and all services or activities performed according to this Agreement shall be deemed for public and governmental purposes and the parties intend that all privileges, protections, defenses, immunities, and damage limitations afforded by law shall fully apply.
11. This Agreement constitutes the entire agreement between the parties. This Agreement may be modified only in writing in a document approved and executed by the parties.
12. This Agreement is effective upon approval of the parties' governing boards and execution by both parties.

CITY OF DICKINSON:

Attest:_____ _____
Dustin Dassinger, City Administrator Scott Decker, President
Board of Dickinson City Commissioners

STARK COUNTY:

Attest:_____ _____
Karen Richard, County Auditor Neal Messer, Chairman
Board of Stark County Commission

ORDINANCE NO. _____

AN ORDINANCE AMENDING AND RE-ENACTING ARTICLE 11, SECTION 54-26 AND 54-33 OF THE CITY CODE OF THE CITY OF DICKINSON, NORTH DAKOTA, RELATING TO SALES AND USE TAX

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

Section 1: Article 11, Section 54-26 and 54-33 of the City Code of the City of Dickinson is hereby amended and re-enacted as follows:

Sec. 54-25. Definitions.

All terms defined in N.D.C.C. Chs. 57-39.2 and 57-40.2, including all future amendments, are adopted by reference.

(Code 1993, § 35.010; Ord. No. 1040, § 1)

Sec. 54-26. Sales tax imposed.

Except as otherwise provided in this article, a tax of 2.5 percent is imposed upon the gross receipts of retailers from all retail sales within the corporate limits of the City, of the following:

(1) Tangible personal property, consisting of goods, wares, or merchandise.

(2) The furnishing or service of gas, communication services, or steam other than steam used for processing agricultural products.

(3) Tickets or admissions to places of amusement or entertainment or athletic events, including amounts charged for participation in an amusement, entertainment, or athletic activity, and including the playing of any machine for amusement or entertainment in response to the use of a coin.

(4) Magazines and other periodicals.

(5) The leasing or renting of a hotel or motel room or tourist court accommodations.

(6) The leasing or renting of tangible personal property, the transfer of title to which has not been subjected to a retail sales tax under this chapter.

(7) Sales of alcoholic beverages and tobacco products as defined in N.D.C.C. § 57-39.2-03.9.

(8) Furnishing and installment or attachment to real property in the State by a contractor or a subcontractor who is a retailer of drapes, hardware for hanging drapes, or carpet for floor covering.

(Code 1993, § 35.020; Ord. No. 1040, § 1; Ord. No. 1233, § 1)

Sec. 54-27. Use tax imposed.

Except as otherwise provided in this chapter, a use tax of 2.5 percent is imposed on the storage, use or consumption in the City on:

(1) The purchase price of tangible personal property purchased at retail for storage, use, or consumption within the City.

(2) The fair-market value of tangible personal property which was not originally purchased for storage, use or consumption in the City, at the time which it is brought into the City.

(3) Alcoholic beverages and tobacco products which are stored, used or consumed in the City, as provided in N.D.C.C. § 57-39.2-03.9.

(4) The purchase price of tangible personal property used by a contractor or subcontractor to fulfill a contract as defined in N.D.C.C. § 57-40.2-03.3. This tax applies only to bids submitted on or after July 1, 1990.

(Code 1993, § 35.030; Ord. No. 1040, § 1; Ord. No. 1233, § 2)

Sec. 54-28. Exemptions.

All sales, storage, use, or consumption of tangible personal property which are exempt from imposition and computation of the sales or use tax of the State are specifically exempt from the provisions of this article.

(Code 1993, § 35.040; Ord. No. 1040, § 1)

Sec. 54-29. Maximum tax imposed.

No single transaction involving one or more items is subject to a tax in excess of $100.00.

(Code 1993, § 35.050; Ord. No. 1040, § 1; Ord. No. 1233, § 3; Ord. No. 1624, § 1; Ord. No. 1627, § 1)

Sec. 54-30. Collection and administration.

The Tax Commissioner and the City Auditor shall have the powers enumerated in the provisions of N.D.C.C. Chs. 57-39.2 and 57-40.2 relating to the collection and administration of the State sales and use tax, including all administrative rules adopted by the Tax Commissioner. The Tax Commissioner is authorized to establish rate tables integrating the tax imposed by this chapter with other State, County and City taxes.

(Code 1993, § 35.060; Ord. No. 1040, § 1)

Sec. 54-31. Contract with state Tax Commissioner.

The City Auditor is hereby authorized to contract with the Tax Commissioner for the administration and collection of taxes imposed by this article. The City Auditor has all powers granted the Commissioner and in the absence of a valid contract with the Commissioner or failure of the Commissioner to perform the delegated duties, shall perform these duties in place of the Commissioner.

(Code 1993, § 35.070; Ord. No. 1040, § 1)

Sec. 54-32. Corporate officer liability.

Officers of any corporation required to remit taxes imposed by this article are personally liable for the failure of the corporation to file required returns or remit required payments. The dissolution of a corporation shall not discharge an officer's liability for a prior failure of the corporation to make a return or remit the tax due. The tax, penalty, and interest due may be assessed and collected pursuant to the provisions adopted by this chapter.

(Code 1993, § 35.080; Ord. No. 1040, § 1)

Sec. 54-33. Dedication of tax proceeds.

(a) All revenues raised and collected from the one percent sales and use tax initially adopted on July 1, 1990, less administrative expenses, shall be dedicated as follows:

(1) 50 percent of said revenues shall be dedicated to bonded indebtedness, property tax reduction, and infrastructure (streets, water and sewer).

(2) 30 percent of said revenues shall be dedicated to capital improvements to enhance social and economic vitality of the City and the Southwest area.

(3) 20 percent of said revenues shall be dedicated to job creation and senior citizen activities. All revenue shall be maintained in a fund, to be known as the sales tax fund, separate and apart from all other funds, except as provided by this section.

(b) All revenues raised and collected from the additional one-half percent sales and use tax adopted by Ordinance No. 1233, less administrative expenses, shall be dedicated as follows:

(1) Construction of a public building (community center) to be used for the purpose of an aquatic center, gymnasium and related uses, which may include pledging such sales and use tax revenues to the payment of bond issued for such construction in anticipation of the collection and receipt of such sales and use tax, and if so pledged, the sales and use tax may not be repealed so long as any such bonds or bonds refunding the bonds are outstanding; or

(2) Operation, maintenance and repair expenses for a public building (community center) to be used for the purpose of an aquatic center, gymnasium and related uses; or

(3) Property tax reduction and infrastructure (streets, water and sewer).

(c) All revenues raised and collected from the additional one percent sales and use tax adopted by Ordinance No. X, less administrative expenses, shall be dedicated for the sole purpose of

funding public safety infrastructure and operations, which shall include personnel, equipment, facilities, technology and capital improvements.

(d) The Board of City Commissioners shall determine the amount by which the bonded debt and the property tax levy shall be reduced each year prior to the adoption of the City's budget.

(e) In the event that the Board of City Commissioners desires to change the distribution formula herein created and the Board of City Commissioners has so determined the necessity of such changes, the Board of City Commissioners shall call for an election for any change or modification of a sales tax in the City.

(f) Revenues and any income therefrom shall accumulate in the sales tax fund until expended by the Board as permitted by this section.

(Code 1993, § 35.090; Ord. No. 1040, § 1; Ord. No. 1100, § 1; Ord. No. 1233, § 4; Ord. No. 1351, § 1)

Sec. 54-34. Termination.

The Board of City Commissioners shall refer to a vote of electorate, no later than July 1, in the fifth year following the year in which the ordinance from which this article is derived takes effect, the question of whether said ordinance shall be repealed or continued in effect. If a majority of qualified voters voting on the question vote to repeal the ordinance, it shall be repealed effective at 12:00 midnight on March 31 of the following year.

(Code 1993, § 35.110; Ord. No. 1040, § 1)

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:
Second Reading:
Final Passage:

RESOLUTION NO. _____ - 2026

A RESOLUTION TO AUTHORIZE AND CALL FOR AN ELECTION TO ADD AN ADDITIONAL ONE PERCENT SALES AND USE TAX WITHIN THE CITY OF DICKINSON

WHEREAS, the City of Dickinson initially adopted a one-percent sales and use tax in 1990; and

WHEREAS; the City of Dickinson amended its sales and use tax in 2001 to adopt an additional one-half percent sales and use tax; and

WHEREAS, the Home Rule Charter of the City of Dickinson authorizes the imposition of sales and use taxes, but further provides that imposition of any additional sales and use tax must be approved by a majority vote of the qualified electors of the City of Dickinson before enactment; and

WHEREAS, the Board of City Commissioners has determined that the needs for infrastructure, capital improvements, and other community enhancements have changed since 2001, and the City now confronts a great number of public safety projects that may be necessary and beneficial for continued health and vitality of the City of Dickinson and all of southwestern North Dakota; and

WHEREAS, the Board of City Commissioners deems it necessary and advisable, and in the best interests of the City of Dickinson, to submit to the voters of the City the issue of imposing an additional one percent (1%) sales and use tax within the City, for the sole purpose of funding public safety infrastructure and operations, which shall include personnel, equipment, facilities, technology and capital improvements;

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

1. The City Commission directs that the proposed amendments be submitted to a vote of the qualified electors of the City of Dickinson at the regular primary election to be held on the 9th day of June, 2026, at which time the question of imposing an additional one percent (1%) sales and use tax within the City of Dickinson shall be submitted to the voters.

2. The City Commission approves the Notice of Election, attached hereto as Exhibit "A," and directs the City Administrator publish the same in the Dickinson Press, as may be required under applicable provisions of the City Code and North Dakota Century Code.

3. The City Commission approves the form Ballot attached as Exhibit "B," and directs this form ballot be used for the election on the proposed amendment.

4. The City Commission approves the form Joint Powers Agreement attached as Exhibit "C".

5. The City Commission further directs the City Administrator perform all tasks and requirements under applicable provisions of the City Code and North Dakota Century Code to conduct such election and authorizes the City Administrator to enter into a contract with Stark County to assist with all or such portions of the matters in conducting this election.

6. The City Commission further directs the City Administrator to publish this Resolution in the Dickinson Press.

Dated this ____ day of _____, 2026.

_____
Scott Decker, President
Board of City Commissioners

ATTEST:

_____
Dustin Dassinger
Dickinson City Administrator

CITY OF Dickinson North Dakota | Administration

To: City Commission

From: City Administrator Dustin Dassinger

Date: 2/26/26

Subject: Public Safety Tax Joint Powers Agreement

Commissioners,

The City of Dickinson and Stark County have negotiated a Joint Powers Agreement pursuant to Chapter 54-40.3 of the North Dakota Century Code for the cooperative administration of funding dedicated to public safety infrastructure and operations.

The purpose of the Joint Powers Agreement is to provide long-term financing for public safety infrastructure and operations, including:

- Personnel
- Equipment
- Facilities
- Technology
- Capital improvements

The Agreement contemplates the levy of an additional one-cent (1%) city sales and use tax dedicated specifically to public safety purposes. The tax will be subject to voter approval through an amendment to the Dickinson Code of Ordinances.

The proposed ordinance amendment will be submitted to the voters at the regularly scheduled primary election on June 9, 2026. The ballot measure will seek approval of the additional one-cent sales and use tax dedicated exclusively to the purposes outlined in the Agreement.

Under the terms of the Joint Powers Agreement:

- The City will dedicate twenty percent (20%) of the revenues generated by the additional one-cent sales and use tax to the County.
- The County's share must be used solely for public safety infrastructure and operations, including personnel, equipment, facilities, technology, and capital improvements.
- Any allocation of funds by the County inconsistent with the Agreement will result in termination of the Agreement.
- The County must provide an annual report to the City during the City's annual budget review process outlining how it intends to utilize its portion of the sales tax revenue.

- The County must provide additional requested information regarding expenditures to ensure compliance with the Agreement.
- The City will collect the additional one-cent sales and use tax and transfer 20% of revenues to the County on a quarterly basis.
- Funds disbursed to the County will be deposited into the County's General Fund, restricted to the purposes identified in the Agreement.

The City and County mutually recognize that allocating this additional one-cent sales and use tax to public safety is beneficial to both jurisdictions and the residents they serve.

The Agreement will remain in effect pending the June 9, 2026 election.

- If voters approve the ballot measure, the Agreement will remain in effect until the later of:
    - Repeal of the ordinance adopting the additional one-cent sales and use tax,
    - Termination of the Agreement by the parties, or the County obtaining home rule status and independently collecting a sales tax.
- If voters fail to approve the ballot measure, the Agreement will terminate upon certification of the election results.

City Administration recommends approval of the Joint Powers Agreement between the City of Dickinson and Stark County to provide for cooperative financing of public safety infrastructure and operations, contingent upon voter approval of the additional one-cent sales and use tax at the June 9, 2026 primary election.

Dustin Dassinger

City Administrator

JOINT POWERS AGREEMENT
CITY OF DICKINSON AND STARK COUNTY

This Agreement is made and entered into this _____ day of March 2026, by and between the City of Dickinson, North Dakota (City), and Stark County, North Dakota (County). The parties agree:

1. The City is a municipal corporation established according to Title 40 of the North Dakota Century Code. The City is governed under the modern commission form of government and has adopted a home rule charter authorized by chapter 40-05.1 of the North Dakota Century Code. The home rule charter includes powers enumerated in N.D.C.C. § 40-05.1-06, including the power to levy and collect sales and use taxes.
2. The County is established under chapter 40-49 of the North Dakota Century Code and governed by a Board of County Commissioners.
3. This Agreement is entered into between the parties according to the provisions of Chapter 54-40.3 of the North Dakota Century Code for the cooperative or joint administration of any power or function that is authorized by law or assigned to one or either party.
4. The purpose of this Agreement is to provide for the financing of public safety infrastructure and operations, which shall include personnel, equipment, facilities, technology and capital improvements by levying an additional one-cent sales and use tax dedicated to this purpose, subject to approval by the voters of an amendment to the Dickinson Code of Ordinances enacting an additional one cent sales and use tax for this purpose.
5. The City and County agree that the City will dedicate 20% of the one-cent sales and use tax collected under the proposed amended Ordinance attached hereto as Exhibit A to the County for the sole purpose public safety infrastructure and operations, which shall include personnel, equipment, facilities, technology and capital improvements. The County will

ensure that the 20% of sales and use tax revenue shall only be used for the purposes stated in this Agreement. Any allocation of sale and use tax revenue by the County inconsistent with this Agreement shall result in termination of this Agreement. The County shall provide an annual report to the City during its annual budget review process identifying how the County intends to utilize its portion of the sales and use tax revenue. The County shall provide the City with any requested information regarding expenditure of the sales and use tax revenue to ensure compliance with the terms of this Agreement.

6. The City and County further agree that it is mutually beneficial to allocate the additional one percent sales and use tax to provide funding for public safety infrastructure and operations, which shall include personnel, equipment, facilities, technology and capital improvements.
7. The proposed Ordinance amendment shall be voted on at the regularly scheduled primary election on June 9, 2026, at which a ballot measure approving and dedicating an additional one cent sales and use tax for the purpose specified in this Agreement shall be subject to voter approval.
8. This Agreement shall remain in effect pending the election. If the voters approve a ballot measure amending the Dickinson Code of Ordinances and adopting the additional one cent sales and use tax for the purpose specified in this Agreement, the Agreement shall remain in effect until the later of the repeal of the ordinance which adopts the additional one cent sales and use tax, by the termination of this Agreement by the parties, or if the County obtains home rule status and collect a sales tax on its own. If the voters fail to approve the ballot measure, the Agreement shall terminate following certification of the election results.

9. The City and the County agree that the disbursement of sums from the City sales and use tax in accordance with the terms and provisions of this Joint Powers Agreement shall be made through the Office of the City Finance Director. Any payments made pursuant to this Agreement shall be dispersed to the County to be deposited in the County's General Fund. The City agrees to collect the additional one cent sales and use tax and will transfer 20% of revenues to the County on a quarterly basis.
10. The parties agree that each party is responsible and assumes liability for its own acts and those of its employees and agents. Nothing in this Agreement is intended to transfer any risk or alter, limit or otherwise modify the application of any governmental or other immunity or defense available to the parties or their officers, employees or agents. Any and all services or activities performed according to this Agreement shall be deemed for public and governmental purposes and the parties intend that all privileges, protections, defenses, immunities, and damage limitations afforded by law shall fully apply.
11. This Agreement constitutes the entire agreement between the parties. This Agreement may be modified only in writing in a document approved and executed by the parties.
12. This Agreement is effective upon approval of the parties' governing boards and execution by both parties.

CITY OF DICKINSON:

Attest:_____ _____
Dustin Dassinger, City Administrator Scott Decker, President
Board of Dickinson City Commissioners

STARK COUNTY:

Attest:_____ _____
Karen Richard, County Auditor Neal Messer, Chairman
Board of Stark County Commission

City of Dickinson, ND - Public Works Operations Evaluation

The City of Dickinson has 80 employees in their Public Works Department. The employees of the team are assigned across seven different divisions of work including Building and Grounds, Forestry, Solid Waste and Recycling, Water and Sanitary Sewer (Utility), Water Reclamation Facility, Streets, and Fleet. This team is responsible for the operations and maintenance of each division within the department.

With the recent change in leadership for Public Works, the City Administrator has requested that Interstate Engineering provide a scope of work to evaluate the organization, responsibilities and standard operating procedures for the department for his consideration. This evaluation will be utilized to determine how to improve the operation of public works to develop a more proactive approach to maintenance and operations of all municipal systems within Public Works. During this time, the department is currently being managed on an interim basis by Jake Waldo, the Deputy Public Works Director.

Interstate Engineering has developed an outline to provide the steps and information that we would expect out of such an effort:

- Review, evaluate and comment on improvements needed for department organization.
- Review and evaluate job descriptions and how they match with the work required.
- Review, evaluate and comment on recognized issues with operations or maintenance procedures throughout the department. Recommend changes and improvements to the standard operations.
- Review of the condition of facilities and how those are managed. Provide recommendations.
- Review field operations to evaluate the work as completed with standard operating procedures to determine efficiency, safety and other aspects of work.
- Review of the asset management system including priorities, condition information, inventory information and use procedures to determine if efficiency can be found.

I. Overview

The goal of this evaluation of the public works department includes Interstate Engineering conducting a comprehensive assessment of the department's organizational structure, job roles, operational and maintenance procedures, facility conditions, asset management priorities and reporting and field practices to identify gaps, inefficiencies, and safety concerns, and to deliver actionable recommendations that improve performance, clarify responsibilities, strengthen operational consistency, and enhance overall departmental effectiveness.

A. Methodology

Interstate Engineering will verify the steps in the evaluation and verification of processes with the City Administrator. This check-in with the City Administrator on the methodology may change throughout the project, depending on findings in the earlier stages. This is an interactive process that may change and evolve over the length of the project. Meetings will be planned throughout project to ensure we are gathering and evaluating at a comprehensive level.

- Interview employees, observe their work, the way they plan and execute work
- Review data including job descriptions, organizational chart, and other requirements
- Evaluate SOPs, if developed, to determine if those are used and accurate
- Field observation of work
- Evaluate condition of equipment, facilities, people and determine if this is efficient
- Determine training and capabilities
- Review asset management systems usage and determine if improvements to prioritization, work orders and other key elements to the system are recommended.
- Determine if key performance indicators are defined and if others may be needed.

B. Department-wide strengths and challenges (SWOT – Strengths, Weaknesses, Opportunities and Threats)

Throughout the process, identify the key elements of a SWOT analysis to ensure that each division—including Forestry, Buildings and Grounds, Utilities, Streets, Water Reclamation Facility, Fleet, and Solid Waste/Recycling—fully evaluates its strengths, weaknesses, opportunities, and threats. The results of this analysis will serve as the foundation for determining any necessary changes to divisional operations.

C. Performance metrics

We will review and analyze any existing performance metrics and if they are useful and effective as they are utilized.

We will determine, with City Administrator and Community Development Director, if there are additional metrics to utilize; some may be for the entire department; others may be only for one division. These metrics to ensure operational performance meet or exceeds city requirements. This topic will be expanded below.

II. Organizational Structure and Management

Our work will include an evaluation of the current organizational structure including determination of more efficient and effective means to execute the work in a pro-active, highly integrated fashion.

A. Leadership/Management Effectiveness

Our evaluation of leadership/management effectiveness will involve assessing how well the management positions are able to influence, motivate, and guide others toward achieving the goals defined for each division. We will also consider results including productivity, goal attainment, and team performance as well as effective communication and decision-making. This evaluation also looks at how managers create positive work environments and develop their teams. By combining quantitative outcomes with qualitative feedback from employees and peers, organizations gain a fuller understanding of a manager's strengths and areas for growth, helping ensure continuous improvement and long-term success. The outcome of this evaluation will provide feedback on whether the management positions (as shown in the organizational chart) are effective or should be changed to bring about effective management and leadership for the department, as well as appropriate responsibilities and authority.

B. Staffing Levels and Skill Alignment

Our evaluation of staffing levels and their skills will involve reviewing the scope of the work responsibilities of each division and the determination, based on job descriptions and people in those positions, that all the work required for each Division can be completed competently. The standard operating procedures will be evaluated or created and evaluated to determine if there are sufficient staff to effectively complete all requirements for work in each division. The outcome of this evaluation will include recommendations for addition of or reduction of staff, and a change in staff experience and capabilities based on job requirements.

C. Interdepartmental Communication

Our evaluation will include the understanding of existing processes to determine if there are formal and informal processes developed to ensure timely communication with other affected departments. Examples of communications may include examples such as regular reporting on high maintenance issues that require prioritization of a capital project to fix repeated maintenance on a facility or notification of police of a long-term closure of a roadway or public way to repair or replace utilities or roadway structures. The outcome of this evaluation will include recommendations for relaying of the facility issues, failures, and maintenance problems on important structures throughout the city systems for timely repair or replacement in the

annual development of the capital improvement program. Review the use of standard operating procedures to define timing and functional requirements.

D. Documented Policies and Procedures

Our evaluation will include review and evaluation of standard operating procedures to review the alignment of the policies and procedures with priorities of the department as developed within the department or by the City Administrator. This evaluation will be the basis from which Interstate will be able to analyze the effectiveness of the organization. We will review job descriptions to determine that positions are correct and are assigned to the right of team and determine if that the processes are being followed based on pre-determined priorities, service levels and standard requirements.

E. Organizational Structure

Interstate Engineering will evaluate the organizational chart by analyzing how effectively the structure supports the organization's mission, communication flow, decision-making processes, and overall operational efficiency. The review begins by assessing whether reporting lines are clear and logical, ensuring every role has defined responsibilities and a manageable span of control. This will be learned, in part, by the review of existing job descriptions. The analysis also includes examining whether authority is appropriately distributed to division leads, supervisors and others, whether the hierarchy is too flat or too layered, and whether any bottlenecks or overlaps in duties exist. Another key component is evaluating how well the chart reflects current workflows—organizations often evolve faster than their charts, so misalignment can reveal outdated or redundant positions. Input may be required from employees and department leaders to understand how the structure functions in practice versus on paper.

Once areas of concern are identified, the chart can be evaluated for improvement by aligning it with strategic goals and operational needs determined earlier in this evaluation process. This may involve reorganizing teams to streamline communication, reallocating responsibilities to eliminate duplication, or redefining leadership roles to better support accountability. Improving the chart might also include creating new roles to address skill gaps, merging departments for efficiency, or clarifying reporting relationships to reduce confusion. The updated structure should promote collaboration, enhance decision-making speed, and support future growth.

F. Safety Compliance

Interstate Engineering will evaluate safety compliance for the whole Public Works Operations and Maintenance team. This effort involves assessing how effectively the team follows established safety policies, regulatory requirements, and best practices while performing daily field

operations. Our evaluation will start with a review of written safety programs including hazard communication, lockout/tagout of equipment when needed, confined space entry, traffic control, personal protective equipment (PPE), and equipment operation protocols to confirm they align with OSHA, state regulations and any city safety requirements. We will observe field activities to verify adherence to these policies in everyday work tasks. This includes checking whether employees consistently use required PPE, perform pre-trip and pre-task inspections, follow safe lifting and equipment-handling practices, and maintain proper work zone traffic control setups. If available, we will review and analyze incident records, near-miss reports, equipment damage logs, and training records to identify patterns or recurring hazards that may indicate gaps in compliance or skill proficiency.

G. Budgeting Accuracy and Alignment with City Priorities

We will provide a thorough evaluation of budgeting accuracy and financial controls for public works programs and projects by assessing how projected costs align with actual expenditures, as well as the alignment of the expenditures with the City Commission priorities.

The actual budget will be evaluated through the work orders and programs to determine if the work completed is assigned in an efficient way to minimize disruption of streets or other facilities within the city and long-term impact to residents due to random work rather than a planned and managed system. For example, we would evaluate if cracksealing is being completed by work areas rather than random streets throughout the city. Additionally, the evaluation considers how effectively the department tracks expenditures in real time, manages change orders, and communicates financial status to stakeholders. The question to be asked and answered is “Can we do more work for less money by being more effective in the implementation?”

III. Performance and Accountability

A. Key Performance Indicators Determined, Tracked and Reported

An evaluation of existing key performance indicators (KPIs) will include assessing whether current performance measures accurately reflect operational priorities, align with organizational goals, and provide insight into productivity, service quality, and resource efficiency. This review examines whether KPIs are clearly defined, quantifiable, and supported by reliable data sources, as well as whether they effectively identify trends or gaps in performance. We will recommend new KPIs that identify areas where additional visibility is needed including efficiency, maintenance needs, safety, customer service, or project delivery and creating metrics that are specific, measurable, and actionable. If needed, a structured process may be recommended for

tracking and reporting them on a regular basis, including standardized dashboards, routine performance reviews, and clear ownership for data collection.

Examples of Key Performance Indicators (KPIs)

Operational Performance

- Work Order Completion Rate
- Preventative Maintenance Completion Percentage
- Average Response Time

Financial Performance

- Cost per Service Unit

Safety and Compliance

- Recordable Incident Rate
- Training Compliance Rate
- Near Miss Reporting Rate
- Work Zone Compliance Rate
- Annual Sidewalk Hazard Mitigation Rate
- Number of Vehicle Accidents

Asset Management

- Asset Condition Rating
- Lifecyle Cost per Asset
- Hydrant and Valve Exercising Rate
- Lift Station UpTime
- Pump Operating Time
- Pavement Condition Index
- Percentage of Streets Rated “Good” or Better
- Fleet Replacement Compliance Rate
- Average Age of Fleet vs. Target Age

Regulatory and Compliance

- Water Quality Compliance Rate
- Wastewater Effluent Compliance Rate

Operational Efficiency

- Water Main Breaks per 10 miles of Pipe
- Sewer line Blockages per 10 miles of Pipe
- Unaccounted for Water Percentage
- Lane Miles Maintained per Crew Hour
- Cracksealing Completion Rate

Maintenance Efficiency

- Cost per Lane Mile Maintained

Preventative vs. Reactive Work Order Ratio
Work Order Backlog

B. Equipment Usage

We will evaluate existing equipment and identify requirements for new equipment by assessing current asset condition, performance, and operational needs as well as expertise and sufficient staff to run the specialized equipment. This begins with reviewing maintenance records, downtime frequency, repair costs, and expected lifecycle to determine whether equipment is still reliable and cost-effective. Field observations and operator feedback help identify whether the equipment meets current workload demands, fits operational needs, or creates inefficiencies due to outdated features or new features with insufficient training or insufficient capacity. Evaluating utilization rates—how often and how effectively each piece is used—helps distinguish between essential assets and under-used equipment that may be candidates for reassignment, repurposing, or disposal. Once gaps or inefficiencies are identified, new equipment needs can be defined based on safety requirements, technological advances, regulatory changes, productivity improvements, and projected future workload. This evaluation ensures that investments in new equipment are justified, cost-effective, and aligned with the organization's operational goals.

C. Work Order System Usage

We will evaluate how effectively a public works department uses its work order system; Brightly Software. This effort involves examining how well the system supports scheduling, tracking, and completing operational tasks. This includes assessing whether staff consistently enter detailed and accurate information, such as labor hours, materials used, asset identifiers, and completion notes, which ensures the system provides reliable data for decision-making. Utilization rates, such as the percentage of work orders created vs. completed, on time completion rates, and the balance between preventive and reactive tasks will help determine whether the system is improving efficiency or simply documenting work. We will determine how supervisors use system reports for resource planning, performance monitoring, and budgeting to understand the overall value. Feedback from field staff is important to understand ease of use, bottlenecks, or training needs. Recommendations will be made to provide for more effective use of this vital tool for organized work completion.

D. Regulatory Compliance Maintained

Our evaluation will focus on how well the water and sewer utilities division follows regulatory compliance. This will also include the landfill/solid waste division regulatory compliance. This review will evaluate the division's adherence to federal, state, and local requirements that govern water quality, wastewater treatment, or landfill requirements, reporting, and operational practices. This includes assessing the accuracy and timeliness of required sampling, monitoring,

and laboratory testing, as well as verifying that all results are properly documented and submitted to regulatory agencies such as the EPA, DEQ and other health or environmental departments. The evaluation also examines whether operating permits, certifications, and safety programs—such as cross-connection control, discharge permits, and operator licensing—are up to date and actively maintained. Inspection records, audit findings, and past violations or corrective actions provide insight into historical performance and areas needing improvement. Additionally, reviewing staff training, standard operating procedures, and emergency response readiness helps determine whether compliance is embedded in daily operations. Recommendations to improve any need for increased performance to better and more consistently meet the regulations will be provided.

IV. Division-Specific Checklists DRAFT

These checklists are a starting point to assist us in the evaluation of the divisions and their work.

A. Forestry

- Tree inventory up to date
- Routine pruning cycle maintained
- Hazard tree assessments documented
- Storm response plan in place
- Planting program aligned with canopy goals
- Equipment maintained and adequate

B. Buildings & Grounds

- Preventive maintenance schedules followed
- Custodial standards documented and met
- Energy efficiency measures implemented
- Facility condition assessments current
- ADA compliance verified
- Grounds maintenance standards met

C. Utilities (Water, Sewer, Stormwater)

- System maps and GIS accurate
- Preventive maintenance logs complete
- Regulatory reporting on schedule
- Emergency response procedures updated
- Customer complaints tracked and resolved
- Capital improvement plan current

D. Streets & Transportation

- Pavement condition ratings updated
- Snow/ice control plan documented
- Signage and signals maintained
- Sidewalk inspections completed

- Right-of-way permits tracked
- Street sweeping schedule followed

E. Fleet Services

- Fleet inventory accurate
- Preventive maintenance compliance rate high
- Downtime tracked and minimized
- Fuel usage monitored
- Replacement schedule followed
- Mechanic staffing adequate

F. Water Reclamation Facility

- Treatment process meets permit limits
- Sampling and lab testing documented
- Equipment redundancy maintained
- Biosolids handled per regulations
- Energy optimization reviewed
- Operator certifications current

G. Solid Waste & Recycling

- Collection routes optimized
- Missed pickups tracked
- Recycling contamination monitored
- Public outreach conducted
- Transfer station operations compliant
- Equipment and trucks maintained

III. Technology & Data Systems

- Asset management system fully utilized
- GIS integrated with operations
- Work order data accurate
- Mobile field tools available

IV. Financial & Resource Efficiency

- Cost-per-service tracked
- Overtime monitored
- Contracted services evaluated
- Grant opportunities pursued

V. Community Engagement & Transparency

- Service request response times tracked
- Public communication clear and timely
- Satisfaction surveys conducted

- Performance dashboards available

VI. Risk, Safety & Compliance

- OSHA compliance verified
- Incident reports reviewed
- Emergency plans updated
- Insurance claims analyzed

VII. Public Works Division-by-Division DRAFT Audit Lists

Interstate has begun developing this list of audit items to consider during this project. This list will be updated during the process and all findings added to the final report.

A. Forestry Division Audit Packet

Operational Management

- Tree inventory accuracy and completeness
- Annual pruning cycle adherence
- Hazard tree inspection program
- Storm response readiness
- Tree planting program effectiveness
- Urban canopy goals and tracking

Field Operations

- Crew training and certifications
- Equipment condition and availability
- Work order completion timeliness
- Safety compliance in field operations

B. Buildings & Grounds Audit Packet

Facility Maintenance

- Preventive maintenance schedule compliance
- Reactive maintenance response times
- Facility condition assessments
- Custodial service quality

Grounds Maintenance

- Mowing and landscaping standards
- Irrigation system functionality
- Seasonal maintenance readiness

Compliance & Sustainability

- ADA compliance verification
- Energy efficiency initiatives
- Safety inspections and documentation

C. Utilities Division Audit Packet

(Water, Sewer, Stormwater)

System Management

- GIS and system mapping accuracy
- Preventive maintenance logs
- Regulatory reporting compliance
- Capital improvement planning

Operational Performance

- Emergency response procedures
- Customer complaint resolution
- Cross-connection control program
- Hydrant and valve maintenance

D. Streets & Transportation Audit Packet

Infrastructure Condition

- Pavement condition ratings
- Sidewalk and ADA ramp inspections
- Signage and signal maintenance

Operations

- Snow and ice control readiness
- Street sweeping frequency
- Right-of-way permit management

Traffic & Safety

- Traffic calming program
- Crash data review and mitigation

E. Fleet Services Audit Packet

Fleet Management

- Fleet inventory accuracy
- Lifecycle and replacement planning
- Utilization tracking

Maintenance Operations

- Preventive maintenance compliance rate
- Downtime tracking and reduction
- Parts inventory management

Fuel & Sustainability

- Fuel usage monitoring
- Alternative fuel adoption

F. Water Reclamation Facility Audit Packet

Treatment Operations

- Permit compliance and effluent quality
- Sampling and lab documentation
- Process optimization

Equipment & Reliability

- Redundancy and backup systems
- Equipment maintenance and reliability
- SCADA system functionality

Biosolids & Environmental Management

- Biosolids handling compliance
- Energy efficiency measures

G. Solid Waste & Recycling Audit Packet

Collection Operations

- Route optimization and efficiency
- Missed pickup tracking
- Container maintenance

Recycling & Diversion

- Contamination monitoring
- Public education programs
- Diversion rate tracking

Facilities

- Transfer station operations
- Safety and environmental compliance

H. Department-Wide Technology Audit Packet

Systems & Data

- Asset management system utilization
- Work order system accuracy
- GIS integration across divisions

Field Technology

- Mobile tools for crews
- Real-time data capture

J. Summary of Findings

Each division receives:

- Strengths summary
- Improvement priorities
- Recommended investments
- Risk level assessment

VI. Summary of the Evaluation for the Public Works Department

A full evaluation of the Public Works Department will examine how the organization functions across its administrative structure, staffing, operational procedures, facility management, and field execution. The review assessed whether the department's current organization supports efficient service delivery, identifying areas where roles, responsibilities, and internal communication could be strengthened to improve coordination and accountability.

Job descriptions will be compared with actual duties performed, revealing opportunities to better align staffing with operational needs and ensure that employees have clearly defined expectations and workloads. The organizational chart will be updated with any recommendations.

Operational and maintenance procedures will be analyzed to determine consistency, safety, and efficiency. This includes identifying outdated or unclear processes, gaps in standard operating procedures, and practices that may increase risk or reduce productivity. Recommendations focused on modernizing workflows, improving documentation, and enhancing training to support reliable, high-quality service.

The condition and management of facilities—such as shops, yards, and storage areas—will be reviewed to evaluate safety, organization, and long-term asset stewardship. The assessment will highlight improvements related to maintenance planning, equipment storage, and facility upkeep.

Field operations will be observed to understand how work is carried out in real conditions. This will include evaluating adherence to procedures, use of equipment, crew coordination, safety practices, and overall efficiency. The findings will point to strengths in staff commitment and technical skills, while also identifying opportunities to streamline processes, reduce downtime, and reinforce safety culture.

Overall, the evaluation provides a roadmap for strengthening organizational management, operational consistency, workforce alignment, and field performance. The recommended improvements will provide the opportunity to enhance service reliability, support staff effectiveness, and position the department for long-term operational excellence.

TASKS for this SCOPE

1. **PROJECT MANAGEMENT**

Task 1 Project Management
Task 1.1 Meet to Kickoff project with City Administrator and Josh
Task 1.2 Meet with Interim Public Works Director
Task 1.3 Review Job Descriptions and Organizational Chart Responsibilities
Task 1.4 Meet with Key Staff to discuss processes, position responsibilities and SOPs

Task 1.5 Coordinate with City Finance, Engineering and HR as needed

2. ORGANIZATIONAL STRUCTURE AND MANAGEMENT OF WORK

Task 2.1 Evaluation of Job Responsibilities defined in Job Descriptions vs. Actual
Task 2.2 Consideration of Standard Operating Procedures
Task 2.3 Staffing Levels and Skill Alignment
Task 2.4 Review of uses for Brightly system
Task 2.5 Audit by Division to consider span of work and priorities
Task 2.6 Review of Interdepartmental Communication
Task 2.7 Budget Review vs. Work Priorities
Task 2.8 Review of Software uses for Solid Waste
Task 2.9 Review full scope of facilities managed

3. PERFORMANCE AND ACCOUNTABILITY

Task 3.1 KPIs Development and Updates
Task 3.2 Equipment Usage requirements and Verify Compliance
Task 3.3 Work Order System Use
Task 3.4 Verification and Review of Regulatory Compliance
Task 3.5 Review of Work vs. SOPs

4. REPORT AND CONCLUSIONS

Task 4.1 Develop a SWOT Analysis
Task 4.2 Develop recommendations for changes to Organization
Task 4.3 Recommendations for prioritization of work
Task 4.4 Recommendation of Interdepartmental Communications and Timing
Task 4.5 Recommendations for Performance Measures
Task 4.6 Recommendations for Staffing Levels and Responsibilities
Task 4.7 Recommendations for Training
Task 4.8 Development of a Final Report

The City's Public Works Department consists of approximately 80 employees assigned across seven divisions: Buildings and Grounds, Forestry, Solid Waste and Recycling, Utilities (Water and Sanitary Sewer), Water Reclamation Facility, Streets, and Fleet. These divisions are responsible for the operation and maintenance of critical municipal infrastructure and services.

With the recent leadership transition in Public Works and the department currently under the interim management of the Deputy Public Works Director, Jake Waldo, it is an appropriate time to conduct a comprehensive operational evaluation. The purpose of this evaluation is to ensure the department is structured and functioning in a manner that promotes efficiency, accountability, regulatory compliance, and long-term sustainability.

To accomplish this, I am requesting approval to enter into a professional services agreement with Interstate Engineering to conduct a comprehensive Public Works Department evaluation and provide actionable recommendations.

The cost of the evaluation is $95,112.00 plus mileage ($.85)

The overall goal of the evaluation is to assess the department's organizational structure, job roles, operational procedures, asset management practices, safety compliance, budgeting alignment, and performance metrics. The outcome will be a roadmap for strengthening management systems, improving operational consistency, and positioning the department for proactive, long-term service delivery.

The evaluation will include the following major components:

Organizational Structure and Management

- Review of the current organizational chart and reporting relationships.
- Evaluation of leadership and management effectiveness.
- Assessment of staffing levels and skill alignment with operational needs.
- Review of interdepartmental communication processes.
- Evaluation of documented policies and standard operating procedures.
- Safety compliance review (OSHA and related standards).
- Budget alignment with Commission priorities and operational efficiencies.

Operational Review by Division

Each Public Works division will undergo a structured review and audit process, including:

- Forestry
- Buildings & Grounds
- Utilities (Water, Sewer, Stormwater)
- Streets & Transportation
- Fleet Services
- Water Reclamation Facility
- Solid Waste & Recycling

This review will assess preventive maintenance practices, regulatory compliance, asset condition, work planning, field operations, and alignment with adopted service levels.

Performance and Accountability

- Review and development of Key Performance Indicators (KPIs).
- Evaluation of equipment usage and lifecycle management.
- Review of the Brightly work order and asset management system utilization.
- Verification of regulatory compliance (EPA, DEQ, landfill, water, wastewater).
- Assessment of preventive versus reactive maintenance ratios.

Technology and Data Systems

- Asset management system utilization.
- GIS integration across divisions.
- Accuracy and completeness of work order data.
- Use of mobile tools and real-time data capture.

SWOT Analysis and Final Report

Interstate Engineering will develop a department wide SWOT (Strengths, Weaknesses, Opportunities, Threats) analysis and prepare a final report that includes:

- Division-specific findings.
- Risk assessments.
- Recommendations for organizational improvements.
- Staffing and training recommendations.
- Performance metric enhancements.
- Prioritization strategies for work and capital improvements.
- Recommendations for improved interdepartmental coordination.
- Long-term operational improvement strategies.

The evaluation will be interactive and conducted in coordination with the City Administrator and key staff. The process includes:

- Interviews with employees and supervisors.
- Field observation of operations.
- Review of job descriptions and organizational documents.
- Evaluation of facilities, equipment, and operational practices.
- Analysis of maintenance records, regulatory documentation, and budget performance.
- Review of training records and safety programs.
- Audit of division-specific operational practices.

This methodology ensures both quantitative analysis and qualitative feedback are incorporated into the final recommendations.

The final deliverable will provide:

- Clear recommendations to improve organizational effectiveness.
- Enhanced clarity in job responsibilities and reporting relationships.
- Improved alignment between staffing and workload.
- Strengthened safety and regulatory compliance.
- Enhanced use of asset management and work order systems.
- Defined and actionable performance metrics.
- Improved budgeting alignment and operational efficiency.
- A strategic framework for proactive maintenance rather than reactive response.

Ultimately, this evaluation will position the Public Works Department to better serve residents, extend the lifecycle of City infrastructure, and improve transparency and accountability.

City Administration recommends the City Commission approve the professional services agreement with Interstate Engineering to conduct a comprehensive Public Works Department Evaluation as outlined above.

	CITY OF DICKINSON PUBLIC WORKS DEPARTMENT EVALUATION AND RECOMMENDATIONS								
		Rebecca Berner, PE Principal Engineer		Jason Elletson Certified Operator		Maria Tomac Senior Engineer		Katie Aitchison Technical Writer	
Task	Description	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Costs
1	**PROJECT MANAGEMENT**		***$ 280.00***		***$ 152.00***		***$ 242.00***		***$ 197.00***
1.1	Meet with the City Administrator and Team for Kickoff + 2 Additional	6	$ 1,680.00						
1.2	Meet with Interim Public Works Director + 2 Additional	6	$ 1,680.00						
1.3	Review Job Descriptions and Organizational Chart Responsibilities	24	$ 6,720.00						
1.4	Meet with key staff to discuss processes, position responsibilities and SOPs	8	$ 2,240.00						
1.5	Coordinate with Finance, Engineering and HR as needed	4	$ 1,120.00						
2	**ORGANIZATIONAL STRUCTURE AND MANAGEMENT OF WORK**								
2.1	Evaluation of Actual responsibilities vs. planned responsibilities	8	$ 2,240.00						
2.2	Consideration of Standard Operating Procedures	20	$ 5,600.00	18	$ 2,736.00	12	$ 2,904.00		
2.3	Review Staffing Levels and Skill Alignment	16	$ 4,480.00						
2.4	Review Uses for Brightly System	8	$ 2,240.00						
2.5	Audit by Division to consider span of work and priorities	24	$ 6,720.00						
2.6	Review of Interdepartmental Communication	8	$ 2,240.00						
2.7	Budget Review vs. Work Priorities	16	$ 4,480.00						
2.8	Review software system use for Solid Waste	4	$ 1,120.00						
2.9	Review full scope of facilities managed	16	$ 4,480.00						
3	**PERFORMANCE AND ACCOUNTABILITY**								
3.1	Development of Updated KPIs	12	$ 3,360.00						
3.2	Review and Evaluate Equipment Use Requirements and Verify Compliance	16	$ 4,480.00						
3.3	Work Order System Use Evaluation - Expansion or contraction of system	16	$ 4,480.00						
3.4	Verification and Review of Regulatory Compliance (includes safety)	4	$ 1,120.00	32	$ 4,864.00	14	$ 3,388.00		
3.5	Review of Work vs. SOPs	21	$ 5,880.00						
4	**REPORT AND CONCLUSIONS**								
4.1	Develop a SWOT analysis	16	$ 4,480.00					4	$ 788.00
4.2	Develop recommendations for changes to Organizational Chart	2	$ 560.00						
4.3	Recommendations for Prioritization of Work	4	$ 1,120.00						
4.4	Recommendations for Interdepartmental Communications and Timing	2	$ 560.00						
4.5	Recommendations for Performance Measures	4	$ 1,120.00						
4.6	Recommendations for Staffing Levels and Responsibilities	4	$ 1,120.00						
4.7	Recommendations for Training	2	$ 560.00						
4.8	Development of a Final Report	5	$ 1,400.00					16	$ 3,152.00
	TOTALS	**276**	**$ 77,280.00**	**50**	**$ 7,600.00**	**26**	**$ 6,292.00**	**20**	**$ 3,940.00**

$ 95,112.00

ODCs

Mileage - $0.85

CITY OF DICKINSON
BOARD OF CITY COMMISSIONERS

RE: 45 7th Ave West, Dickinson, ND 58601
Lot 1, Block k18, Young's 5th Addition to the City of Dickinson, Stark County, ND
Curtis W. Everson, II, Property Owner

FINDINGS OF FACT & ORDER

1. On Tuesday, February 17, 2026, the Board of City Commissioners met to hear evidence regarding the structure located on 45 7th Ave West, Dickinson, ND 58601 ("the Property"), specifically whether the structure located on the Property should be demolished pursuant to the Dickinson Municipal Code ("DMC").

2. The City asserts that the primary structure located on the Property is a dangerous building and must be demolished.

3. The Property Owner, Curtis W. Everson, II ("Everson"), was not present at the hearing.

4. No representative on behalf of the Mortgagee, United States of America, acting through the Rural Housing Service (hereinafter "the Bank") appeared at the hearing.

5. The Board of City Commissioners finds that the structure located on the Property is a dangerous structure pursuant to Chapter 8 of DMC and must be demolished pursuant to Chapter Section 8-184, Section 8-185 and Section 8-186 of the DMC and hereby makes the following Findings of Fact:

FINDINGS OF FACT

6. That the DMC contains the following provisions:

Sec. 8-184. - Conditions constituting dangerous buildings or structures.

For the purposes of this article, any building or structure which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered. For the purposes of this article, the term "Building Code" shall mean the Building Code adopted by the City in Section 8-11.

1) Whenever any door, aisle, passageway, stairway or other means of exit is not of sufficient width or size or is not so arranged as to provide safe and adequate means of exit in case of fire or panic.
2) Whenever the walking surface of any aisle, passageway, stairway or other means of exit is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of exit in case of fire or panic.
3) Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than 1.5 times the working stress or stresses allowed in the Building Code for new buildings of similar structure, purpose or location.
4) Whenever any portion thereof has been damaged by fire, earthquake, wind, flood or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the Building Code for new buildings of similar structure, purpose or location.
5) Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property.
6) Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one-half of that specified in the Building Code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the Building Code for such buildings.
7) Whenever any portion thereof has wracked, warped, buckled or settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction.
8) Whenever the building or structure, or any portion thereof, because of:
    a. Dilapidation, deterioration or decay;
    b. Faulty construction;
    c. The removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building;
    d. The deterioration, decay or inadequacy of its foundation; or
    e. Any other cause; is likely to partially or completely collapse.
9) Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used.
10) Whenever the exterior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base.
11) Whenever the building or structure, exclusive of the foundation, shows 33 percent or more damage or deterioration of its supporting member, or 50 percent damage or deterioration of its non-supporting members, enclosing or outside walls or coverings.
12) Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to become:
    a. An attractive nuisance to children;

b. A harbor for vagrants, criminals, or immoral persons; or
c. As to enable persons to resort thereto for the purpose of committing unlawful or immoral acts.

13) Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building Code, or of any law or ordinance of the State or jurisdiction relating to the condition, location or structure of buildings.
14) Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any non-supporting part, member or portion less than 50 percent, or in any supporting part, member or portion less than 66 percent of the:
    a. Strength;
    b. Fire resisting qualities or characteristics; or
    c. Weather-resisting qualities or characteristics; required by law in the case of a newly constructed building of like area, height and occupancy in the same location.
15) Whenever a building or structure, because of inadequate maintenance, dilapidation, decay, damage, faulty construction, or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that it is likely to cause sickness or disease.
16) Whenever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.
17) Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence.
18) Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

Sec. 8-185. - Standards for repair, vacation or demolition.

The following standards shall be followed in substance by the Building Inspector and the Board of City Commissioners in ordering repair, vacation or demolition:

(1) If the dangerous building can be reasonably repaired so that it will no longer exist in violation of the terms of this article, it shall be ordered repaired.
(2) If the dangerous building is in such condition as to make it dangerous to the health, safety or general welfare of its occupant, it shall be ordered to be vacated.
(3) In any case where a dangerous building cannot be repaired so that it will no longer exist in violation to the terms of this article, it shall be demolished. In all

> cases where a dangerous building is a fire hazard existing or erected in violation of the terms of this article or any ordinance of the City or statute of the State, it shall be demolished.
>
> **Section 8-186 - Dangerous buildings, nuisances.**
>
> All dangerous buildings within the terms of Section 8-184 are hereby declared to be public nuisances and shall be repaired, vacated or demolished as provided in this article.

7. That Everson is the record title owner of the Property. (Exhibit A).

8. That the City notified Everson and the Bank of the hearing with the Board of City Commissioners. (Exhibit B, Exhibit C, Exhibit D, Exhibit E).

9. That Everson was personally served a copy of the Notice of Hearing. (Exhibit F and F-1).

10. That the City first became aware of concerns with the Property in July 2024 after the City was notified there was an issue with the watermain replacement at the Property. (Exhibit G).

11. That in July 2024, the City discovered the Property did not have potable water since 2017. (Exhibit H).

12. That on July 25, 2024, the City notified Everson that it had deemed the Property Unfit for Human Occupancy. (Exhibit H). The Property was placarded at this time. (Testimony of Tiffany Stewart).

13. That the City requested an inspection of the Property via certified mail on August 12, 2024, and no answer was received. (Exhibit I and Exhibit J).

15. That on August 20, 2024, the City notified the Bank that the City intended to proceed with demolition of the Property. (Exhibit K).

16. That on August 29, 2024, the City notified Everson that the City intended to proceed with demolition of the Property. (Exhibit L).

17. That on October 3, 2024, the City obtained an Administrative Search Warrant for Code Violations with the District Court. (Exhibit M1-M2).

18. That on October 9, 2024, an inspection of the Property was conducted by City staff. Based on this inspection, the City deemed the Property unfit for human habitation and in violation of the DMC. (Exhibit N, Testimony of Tiffany Stewart).

19. That City staff placarded the Property as a dangerous structure with a notice stating the Building Department's intent to move forward with the demolition process. (Exhibit N, Testimony of Tiffany Stewart).

20. That as of February 17, 2026, Everson had made no attempts to repair, remedy, or otherwise rehabilitate the Property. (Testimony of Tiffany Stewart).

21. That based on a search completed by the City, there is no active foreclosure regarding the Property. (Testimony of Tiffany Stewart). The Bank has been in contact with City staff regarding the status of the Property. (Testimony of Tiffany Stewart).

22. That City staff recommended the structure located on the Property be demolished because it is uninhabitable and remains a public nuisance with no attempts or plans to remedy the Property (Testimony of Tiffany Stewart).

ORDER

23. The Board of City Commissioners has reviewed the relevant portions of the Dickinson Municipal Code and has accepted exhibits offered by the parties, as well as heard testimony offered by the witnesses called.

24. Based on the foregoing facts and evidence presented to the Board of City Commissioners, this Commission finds that the structure located at 45 7th Ave West, Dickinson, ND 58601 is a

dangerous structure and must be demolished pursuant to the Dickinson Municipal Code, more specifically underlined, as follows:

Sec. 8-184. - Conditions constituting dangerous buildings or structures.

For the purposes of this article, any building or structure which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered. For the purposes of this article, the term "Building Code" shall mean the Building Code adopted by the City in Section 8-11.

1) Whenever any door, aisle, passageway, stairway or other means of exit is not of sufficient width or size or is not so arranged as to provide safe and adequate means of exit in case of fire or panic.
2) Whenever the walking surface of any aisle, passageway, stairway or other means of exit is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of exit in case of fire or panic.
3) Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than 1.5 times the working stress or stresses allowed in the Building Code for new buildings of similar structure, purpose or location.
4) Whenever any portion thereof has been damaged by fire, earthquake, wind, flood or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the Building Code for new buildings of similar structure, purpose or location.
5) Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property.
6) Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one-half of that specified in the Building Code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the Building Code for such buildings.
7) Whenever any portion thereof has wracked, warped, buckled or settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction.
8) Whenever the building or structure, or any portion thereof, because of:
    f. Dilapidation, deterioration or decay;
    g. Faulty construction;
    h. The removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building;
    i. The deterioration, decay or inadequacy of its foundation; or
    j. Any other cause; is likely to partially or completely collapse.

9) Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used.
10) Whenever the exterior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base.
11) Whenever the building or structure, exclusive of the foundation, shows 33 percent or more damage or deterioration of its supporting member, or 50 percent damage or deterioration of its non-supporting members, enclosing or outside walls or coverings.
12) Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to become:
    d. An attractive nuisance to children;
    e. A harbor for vagrants, criminals, or immoral persons; or
    f. As to enable persons to resort thereto for the purpose of committing unlawful or immoral acts.
13) Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building Code, or of any law or ordinance of the State or jurisdiction relating to the condition, location or structure of buildings.
14) Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any non-supporting part, member or portion less than 50 percent, or in any supporting part, member or portion less than 66 percent of the:
    a. Strength;
    b. Fire resisting qualities or characteristics; or
    c. Weather-resisting qualities or characteristics; required by law in the case of a newly constructed building of like area, height and occupancy in the same location.
15) Whenever a building or structure, because of inadequate maintenance, dilapidation, decay, damage, faulty construction, or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that it is likely to cause sickness or disease.
16) Whenever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.
17) Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence.
18) Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

Sec. 8-185. - Standards for repair, vacation or demolition.

The following standards shall be followed in substance by the Building Inspector and the Board of City Commissioners in ordering repair, vacation or demolition:

1) If the dangerous building can be reasonably repaired so that it will no longer exist in violation of the terms of this article, it shall be ordered repaired.
2) If the dangerous building is in such condition as to make it dangerous to the health, safety or general welfare of its occupant, it shall be ordered to be vacated.
3) In any case where a dangerous building cannot be repaired so that it will no longer exist in violation to the terms of this article, it shall be demolished. In all cases where a dangerous building is a fire hazard existing or erected in violation of the terms of this article or any ordinance of the City or statute of the State, it shall be demolished.

Section 8-186 - Dangerous buildings, nuisances.

All dangerous buildings within the terms of Section 8-184 are hereby declared to be public nuisances and shall be repaired, vacated or demolished as provided in this article.

30. That this Order may be appealed to the District Court within thirty (30) days.

31. That if the owner, occupant, mortgagee or lessee fails to comply with this Order or fails to appeal to the District Court within thirty days, the City through its officers and employees shall cause such building or structure to be demolished and shall bill the owner, occupant, mortgagee or lessee for the costs of such demolition. If the bill is not paid when due, the costs may be assessed against the land on which the building existed pursuant to Section 8-189 of the DMC.

Dated this ___ day of _____ 2026.

_____
Scott Decker
Mayor, Board of City Commissioners

2025 Year-End Unaudited Financial Summary

Presented By: Deputy City Administrator, Carlson

REPORT ONLY

CITY OF Dickinson North Dakota

General Fund Budget

	2025 Budget	2025 Actual	Variance	% Expended
GENERAL FUND	$ 27,556,349	$ 26,113,573	$ (1,442,776)	95%

CITY OF Dickinson North Dakota

General Fund	2025 Budget	2025 Actual	Variance	% Expended
Administration	$ 866,240	$ 887,292	21,052	102%
Animal Control	$ 360,545	$ 311,153	(49,392)	86%
Assessing	$ 797,530	$ 624,399	(173,131)	78%
Buildings and Codes	$ 663,440	$ 625,752	(37,688)	94%
Buildings and Sites	$ 1,961,533	$ 1,765,198	(196,335)	90%
City Commission	$ 195,896	$ 207,951	12,056	106%
Community Development Admin	$ 374,065	$ 353,716	(20,349)	95%
Contingency/Reserves & Transfers Out	$ 2,392,947	$ 2,377,384	(15,563)	99%
DMV Branch		$ 191,262	191,262	100%
Engineering	$ 701,445	$ 675,573	(25,872)	96%
Finance	$ 541,165	$ 520,591	(20,574)	96%
Fire	$ 3,364,525	$ 3,438,349	73,824	102%
Forestry	$ 244,225	$ 197,136	(47,089)	81%
Human Resources & Risk Management	$ 527,945	$ 505,382	(22,563)	96%
Information Technology	$ 1,119,440	$ 1,040,729	(78,711)	93%
Marketing	$ 219,715	$ 141,459	(78,256)	64%
Municipal Court	$ 665,230	$ 695,489	30,259	105%
Museum	$ 780,925	$ 730,094	(50,831)	93%
Planning	$ 159,810	$ 159,642	(168)	100%
Police Department	$ 8,287,860	$ 7,819,508	(468,352)	94%
Public Works Administration	$ 553,809	$ 580,485	26,676	105%
Street	$ 2,487,140	$ 1,916,688	(570,452)	77%
Utility Billing	$ 290,920	$ 348,344	57,424	120%
Totals	$ 27,556,349	$ 26,113,573	$ (1,442,776)	95%

General Fund Revenue vs. Expenses

	2025 Revenue	2025 Expense	Increae (Decrease)	% Difference
GENERAL FUND	$ 25,870,494	$ 26,113,573	$ (243,080)	-1%

The difference between the revenues and expenses is the approved budgeted amount from GF cash on hand

CITY OF Dickinson North Dakota

Enterprise Fund Budget

	2025 Budget	2025 Actual	Variance	% Expended
Water Distribution	$ 8,341,758	$ 8,363,888	$ 22,130	100%
Waste Water (Sewer)	$ 9,713,700	$ 8,819,654	$ (894,046)	91%
Solid Waste	$ 5,329,631	$ 5,319,537	$ (10,094)	100%
Storm Water	$ 227,315	$ 336,053	$ 108,738	148%
Water Reclamation Plant	$ 1,189,545	$ 1,170,685	$ (18,860)	98%

Enterprise Fund Revenue vs. Expenses

	2025 Revenue	2025 Expense	Increase (Decrease)	% Difference
Water Distribution	$ 8,488,976	$ 8,363,888	$ 125,088	1%
Waste Water (Sewer)	$ 10,405,981	$ 8,819,654	$ 1,586,328	15%
Solid Waste	$ 6,786,555	$ 5,319,537	$ 1,467,017	22%
Storm Water	$ 330,647	$ 336,053	$ (5,406)	-2%
Water Reclamation Plant	$ 1,322,494	$ 1,170,685	$ 151,809	11%

CITY OF Dickinson North Dakota

	2025 Budget	2025 Actual	Variance	% Expended
Special Revenue Funds				
1% Sales Tax	8,895,770	6,900,225	(1,995,545)	78%
1/2% Sales Tax	3,350,000	2,725,000	(625,000)	81%
Cemetery	90,500	75,285	(15,215)	83%
Downtown Streetscape	50,000	-	(50,000)	0%
EMS	3,383,633	3,820,085	436,452	113%
Future Fund	280,000	300,766	20,766	107%
Highway Tax	1,486,000	1,335,920	(150,080)	90%
Hospitality Tax	1,084,000	903,706	(180,294)	83%
Legacy Square	474,390	468,231	(6,159)	99%
Library	1,378,145	1,343,298	(34,847)	97%
Oil Impact	28,000,000	28,930,250	930,250	103%
Debt Service Funds				
General Capital Lease	485,000	485,319	319	100%
WRCC Bond	2,080,600	2,363,783	283,183	114%
Other Funds*				
Interest Revenue	3,235,000	3,044,590	(190,410)	94%
Internal Service (Fleet)	915,958	854,179	(61,779)	93%

	2025 Ordinance	2025 Actuals	Increase (Decrease)	% Expended
General Fund	27,556,349	26,113,573	(1,442,776)	95%
Special Revenue Funds*				
1% Sales Tax	8,895,770	6,900,225	(1,995,545)	78%
1/2% Sales Tax	3,350,000	2,725,000	(625,000)	81%
Cemetery	90,500	75,285	(15,215)	83%
Downtown Streetscape	50,000	-	(50,000)	0%
EMS	3,383,633	3,820,085	436,452	113%
Future Fund	280,000	300,766	20,766	107%
Highway Tax	1,486,000	1,335,920	(150,080)	90%
Hospitality Tax	1,084,000	903,706	(180,294)	83%
Legacy Square	474,390	468,231	(6,159)	99%
Library	1,378,145	1,343,298	(34,847)	97%
Oil Impact	28,000,000	28,930,250	930,250	103%
Debt Service Funds				
General Capital Lease	485,000	485,319	319	100%
WRCC Bond	2,080,600	2,363,783	283,183	114%
Enterprise/Proprietary Funds				
Water Distribution	8,341,758	8,363,888	22,130	100%
Waste Water	9,713,700	8,819,654	(894,046)	91%
Solid Waste	5,329,631	5,319,537	(10,094)	100%
Storm Water	227,315	336,053	108,738	148%
Water Reclamation Facility	1,189,545	1,170,685	(18,860)	98%
Other Funds*				
Interest Revenue	3,235,000	3,044,590	(190,410)	94%
Internal Service (Fleet)	915,958	854,179	(61,779)	93%
Totals	**107,547,294**	**103,674,027**	**(3,873,267)**	**96%**

	2025 Revenue	2025 Expense	Increase (Decrease)	% Difference
General Fund	25,870,494	26,113,573	(243,080)	-1%
Special Revenue Funds*				
1% Sales Tax	7,767,332	6,900,225	867,106	11%
1/2% Sales Tax	4,165,654	2,725,000	1,440,654	35%
Cemetery	140,050	75,285	64,765	46%
Downtown Streetscape	-	-	-	
EMS	1,724,580	3,820,085	(2,095,505)	-122%
Future Fund	221,265	300,766	(79,501)	-36%
Highway Tax	1,349,532	1,335,920	13,611	1%
Hospitality Tax	1,257,415	903,706	353,709	28%
Legacy Square	468,309	468,231	78	0%
Library	1,561,101	1,343,298	217,803	14%
Oil Impact	20,856,703	28,930,250	(8,073,547)	-39%
Debt Service Funds				
General Capital Lease	533,149	485,319	47,829	9%
WRCC Bond	84,503	2,363,783	(2,279,280)	-2697%
Enterprise/Proprietary Funds				
Water Distribution	8,488,976	8,363,888	125,088	1%
Waste Water	10,405,981	8,819,654	1,586,328	15%
Solid Waste	6,786,555	5,319,537	1,467,017	22%
Storm Water	330,647	336,053	(5,406)	-2%
Water Reclamation Facility	1,322,494	1,170,685	151,809	11%
Other Funds*				
Interest Revenue	2,318,642	3,044,590	(725,948)	-31%
Internal Service (Fleet)	934,715	854,179	80,536	9%
Totals	**96,588,096**	**103,674,027**	**7,085,932**	**7%**

QUESTIONS

CITY OF Dickinson North Dakota

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:	$7,739,785	$12,958,316	$12,912,178	$2,331,096	$23,782,478	$7,496,705
Special Revenue Funds						
1% City Sales Tax	$15,312,583	$7,767,332	$0	$3,908,300	$2,991,925	$16,179,690
1/2% City Sales Tax	$1,222,579	$3,883,666	$281,988	$1,875,000	$850,000	$2,663,233
Legacy Square Fund	$146,834	$85,009	$383,300	$0	$468,231	$146,912
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	$280,000	$20,766	$3,627,530
Oil & Gas Production	$23,682,384	$20,856,703	$0	$16,070,396	$12,859,854	$15,608,838
Hospitality Tax	$1,345,952	$1,257,415	$0	$750,000	$153,706	$1,699,661
Highway Tax	$136,267	$1,349,532	$0	$1,335,920	$0	$149,878
Downtown Streetscape	$56,228	$0	$0	$0	$0	$56,228
PD Special Revenue/Grant Fund	$390,714	$251,615	$200,000	$0	$185,645	$656,685
Federal Grants - ARPA	$943,780	$0	$0	$77,349	$230,000	$636,431
Fire Special Revenue	$597,854	$580,928	$0	$0	$330,924	$847,859
EMS Special Revenue	$2,095,505	$1,147,231	$577,349	$0	$3,820,085	$0
Museum Special Revenue	$36,009	$30,923	$0	$0	$29,852	$37,080
Library	($79,396)	$1,276,101	$285,000	$0	$1,343,298	$138,407
Total Special Revenue Funds:	$49,377,408	$39,106,214	$1,727,636	$24,296,965	$23,360,439	$42,553,855
Debt Service Funds						
Community Center Revenue Bond	$2,279,280	$84,503	$0	$281,988	$2,081,795	$0
General Capital Leases	($47,829)	$0	$533,149	$0	$485,319	$0
Total Debt Service Funds:	$2,231,451	$84,503	$533,149	$281,988	$2,567,114	$0
Capital Projects Funds						
Building Construction	$1,401	$0	$0	$1,401	$0	$0
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	$967,132	$7,500,000	$0	$8,438,240	$3,874,796
Total Capital Projects Funds:	$6,012,667	$1,169,026	$7,500,000	$1,401	$8,663,639	$6,016,652
Enterprise Funds						
Water Distribution	$34,211,347	$8,488,976	$0	$19,200	$8,344,688	$34,336,435
Wastewater	$8,017,679	$4,835,585	$5,570,396	$718,250	$3,479,069	$14,226,341
Solid Waste Utility	$5,286,151	$6,786,555	$0	$432,257	$4,887,280	$6,753,168
Storm Water	$2,065,020	$330,647	$0	$12,800	$323,253	$2,059,614
Wastewater Treatment Plant	$38,087,727	$636,244	$686,250	$0	$1,170,685	$38,239,535
Total Enterprise Funds:	$87,667,923	$21,078,007	$6,256,646	$1,182,507	$18,204,976	$95,615,093
Internal Service Funds						
Fleet	$257,457	$368,715	$566,000	$0	$854,179	$337,993
Total Internal Service Funds:	$257,457	$368,715	$566,000	$0	$854,179	$337,993

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	$59,053	$922,712	$0	$0	$898,167	$83,598
Interest Revenue	$2,557,831	$3,092,740	$0	$2,629,856	$414,734	$2,605,981
Occupancy Tax	($0)	$434,479	$0	$0	$397,329	$37,150
Emergency Shelter Grant	-	$298,036	$0	$0	$282,970	$15,065
SWNTF Transit	($1,549)	$28,155	$0	$0	$27,994	($1,389)
Total Agency Funds:	$2,614,250	$10,342,797	$0	$2,629,856	$7,256,161	$3,071,030
Pension Trust Funds						
City Pension	$277,395	$1,477,039	$682,891	$0	$1,659,917	$777,409
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	$1,228,204	$0	$2,413,958	$4,958,653
Total Trust and Agency Funds	$6,211,538	$12,889,916	$1,228,204	$2,629,856	$9,670,119	$8,029,683
Total All Funds:	**$159,498,229**	**$87,654,697**	**$30,723,813**	**$30,723,813**	**$87,102,944**	**$160,049,981**

2025 General Fund Budget Recap Comparison of the Expenditures by Department

	2025 Ordinance	2025 Actuals	Increase (Decrease)	% Expended
Administration	866,240	887,292	21,052	102%
Animal Control	360,545	311,153	(49,392)	86%
Assessing	797,530	624,399	(173,131)	78%
Buildings and Codes	663,440	625,752	(37,688)	94%
Buildings and Sites	1,961,533	1,765,198	(196,335)	90%
City Commission	195,895	207,951	12,056	106%
Community Development Admin	374,065	353,716	(20,349)	95%
Contingency/Reserves & Transfers Out	2,392,947	2,377,384	(15,563)	99%
DMV Branch Office	-	191,262	191,262	100%
Engineering	701,445	675,573	(25,872)	96%
Finance	541,165	520,591	(20,574)	96%
Fire	3,364,525	3,438,349	73,824	102%
Forestry	244,225	197,136	(47,089)	81%
Human Resources	527,945	505,382	(22,563)	96%
Information Technology	1,119,440	1,040,729	(78,711)	93%
Marketing	219,715	141,459	(78,256)	64%
Municipal Court	665,230	695,489	30,259	105%
Museum	780,925	730,094	(50,831)	93%
Planning	159,810	159,642	(168)	100%
Police Department	8,287,860	7,819,508	(468,352)	94%
Public Works Administration	553,809	580,485	26,676	105%
Street	2,487,140	1,916,688	(570,452)	77%
Utility Billing	290,920	348,344	57,424	120%
Totals	27,556,349	26,113,573	(1,442,776)	95%

2025 Budget Recap Comparison of the Total Budget Expenditures by Fund

	2025 Ordinance	2025 Actuals	Increase (Decrease)	% Expended
General Fund	27,556,349	26,113,573	(1,442,776)	95%
Special Revenue Funds*				
1% Sales Tax	8,895,770	6,900,225	(1,995,545)	78%
1/2% Sales Tax	3,350,000	2,725,000	(625,000)	81%
Cemetery	90,500	75,285	(15,215)	83%
Downtown Streetscape	50,000	-	(50,000)	0%
EMS	3,383,633	3,820,085	436,452	113%
Future Fund	280,000	300,766	20,766	107%
Highway Tax	1,486,000	1,335,920	(150,080)	90%
Hospitality Tax	1,084,000	903,706	(180,294)	83%
Legacy Square	474,390	468,231	(6,159)	99%
Library	1,378,145	1,343,298	(34,847)	97%
Oil Impact	28,000,000	28,930,250	930,250	103%
Debt Service Funds				
General Capital Lease	485,000	485,319	319	100%
WRCC Bond	2,080,600	2,363,783	283,183	114%
Enterprise/Proprietary Funds				
Water Distribution	8,341,758	8,363,888	22,130	100%
Waste Water	9,713,700	8,819,654	(894,046)	91%
Solid Waste	5,329,631	5,319,537	(10,094)	100%
Storm Water	227,315	336,053	108,738	148%
Water Reclamation Facility	1,189,545	1,170,685	(18,860)	98%
Other Funds*				
Interest Revenue	3,235,000	3,044,590	(190,410)	94%
Internal Service (Fleet)	915,958	854,179	(61,779)	93%
Totals	107,547,294	103,674,027	(3,873,267)	96%

*Expenditures include transfers to other funds

2025 Recap Comparison of the Total Budget by Fund
REVENUES vs. EXPENSES

	2025 Revenue	2025 Expense	Increase (Decrease)	% Difference
General Fund	25,870,494	26,113,573	(243,080)	-1%
Special Revenue Funds*				
1% Sales Tax	7,767,332	6,900,225	867,106	11%
1/2% Sales Tax	4,165,654	2,725,000	1,440,654	35%
Cemetery	140,050	75,285	64,765	46%
Downtown Streetscape	-	-	-	
EMS	1,724,580	3,820,085	(2,095,505)	-122%
Future Fund	221,265	300,766	(79,501)	-36%
Highway Tax	1,349,532	1,335,920	13,611	1%
Hospitality Tax	1,257,415	903,706	353,709	28%
Legacy Square	468,309	468,231	78	0%
Library	1,561,101	1,343,298	217,803	14%
Oil Impact	20,856,703	28,930,250	(8,073,547)	-39%
Debt Service Funds				
General Capital Lease	533,149	485,319	47,829	9%
WRCC Bond	84,503	2,363,783	(2,279,280)	-2697%
Enterprise/Proprietary Funds				
Water Distribution	8,488,976	8,363,888	125,088	1%
Waste Water	10,405,981	8,819,654	1,586,328	15%
Solid Waste	6,786,555	5,319,537	1,467,017	22%
Storm Water	330,647	336,053	(5,406)	-2%
Water Reclamation Facility	1,322,494	1,170,685	151,809	11%
Other Funds*				
Interest Revenue	2,318,642	3,044,590	(725,948)	-31%
Internal Service (Fleet)	934,715	854,179	80,536	9%
Totals	96,588,096	103,674,027	7,085,932	7%

*Expenditures include transfers to other funds

2025 Amendments and Encumbrances

Presented by: Deputy City Administrator, Carlson

Consideration to Approve Resolution

2025 Amendments to the Budget

- NO Amendments are being requested in 2025

Animal Control

- Buildings and Structures
- Encumber Amount: $ 18,000
- Reason: For Roof Project of Animal Shelter

Buildings and Codes

- Contracted Labor
- Encumber Amount: $ 12,700
- Reason: For property demo projects processed in 2025 but slated for demolition in 2026

Finance

- Professional Services / Audit
- Encumber Amount: $ 20,000
- Reason: For 2023 Audit report finishing in 2026

Forestry

- Contracted Labor
- Encumber Amount: $ 20,000
- Trees & Flowers
- Encumber Amount: $ 24,000
- Reason: For downtown beautification including tree grate filler, flowers, medians and etc.

Human Resources

- Contracted Labor
- Encumber Amount: $ 2,800
- Reason: For unfinished contract with High Roads Partners

Museum

- Paleo Exhibits
- Encumber Amount: $ 13,000
- Reason: For Dino exhibit cases.

- Field Work
- Encumber Amount: $ 9,800
- Collection Equipment & Supplies
- Encumber Amount: $ 8,500
- For two abrasive units for Paleo Lab

Police

- Buildings & Structures
- Encumber Amount: $ 3,415
- Reason: To complete the Wall of Honor project started in 2025

Wastewater (Sewer)

- Improvements other than Buildings
- Encumber Amount: $ 155,000
- Reason: For completion of the 2025 SCADA software project.

CITY OF Dickinson North Dakota

To: City Commission
From: Finance Staff
Date: March 3, 2026
RE: Budget Amendments and Encumbrances

ATTACHMENT "A"

2025 Budget Amendments:
Expenditures: ***No amendments are being requested in 2025***

Encumbrances:

Animal Control	**Building & Structures**	$ 18,000.00
	For Roof Project on Animal Shelter	
Buildings and Codes	**Contracted Labor**	$ 12,700.00
	For property demo projects processed in 2025 but slated for 2026 demolition	
Finance	**Professional Services / Audit**	$ 20,000.00
	2023 Audit contract just finishing in 2026	
Forestry	**Contracted Labor**	$ 20,000.00
	Trees & Flowers	$ 24,000.00
	For Downtown Beautification, medians, tree grates, flowers, etc.	
Human Resources	**Contracted Labor**	$ 2,800.00
	Continuing with fullfilling contract with High Roads Partners	
Museum	**Exhibits**	$ 13,000.00
	For Dino Gallery Cases	
	Field Work	$ 9,000.00
	Collections manangement	$ 8,500.00
	For two abrasive units for Paleo lab	
Police	**Building & Structures**	$ 3,415.00
	To complete the Wall of Honor project started in 2025	
Wastewater (Sewer)	**Improvements Other than Buildings**	$ 155,000.00
	For completion of the 2025 SCADA software project	
	TOTAL ENCUMBRANCES	**$ 286,415.00**

Finance staff is recommending approval of the 2025 budget amendment and encumbrances as presented by Resolution #_____

An encumbrance is a reservation of the prior year's appropriation for a specific item. Encumbrances are used for unfulfilled purchase commitments that are used for specific projects, contracted purchases, or services budgeted in one year, but used in the next year.

RESOLUTION NO. _____ – 2026

FISCAL YEAR 2025 BUDGET AMENDMENTS, AND ENCUMBRANCES

WHEREAS, the Board of City Commissioners of the City of Dickinson adopted the FY 2025 Budget in accordance with the North Dakota Century Code; and

WHEREAS, the Board of City Commissioners of the City of Dickinson desire to amend the adopted 2025 budget, set forth in Attachment "A" attached hereto; and

WHEREAS, the Board of City Commissioners of the City of Dickinson set forth encumbrances by fund, set forth in Attachment "A" attached hereto; and

WHEREAS, some of the commitments made in 2025 for goods and services will not be invoiced until 2026; and

WHEREAS, issuance of encumbered funds which, if unexpended, can be carried forward to the 2026 calendar and fiscal year upon the extent that commitments were made in 2025; hereto;

NOW, THEREFORE, BE IT RESOLVED that the Board of City Commissioners of the City of Dickinson, North Dakota, hereby approves the 2025 City of Dickinson fiscal year budget amendments and encumbrances provided for in Attachment "A" attached hereto and hereby request that the City of Dickinson Finance department encumber appropriate balances as of December 31, 2025.

Dated this ___ day of March, 2026.

_____
Scott Decker, President
Board of City Commissioners

ATTEST:

_____
Dustin Dassinger
Dickinson City Administrator

Introduction – WRF Manager Brett Christensen

Presented by: Interim Public Works Director, Jake Waldo

CITY OF Dickinson North Dakota

Nova Fire Agreements

Presented by: Interim Public Works Director, Jake Waldo

Consideration to Approve

CITY OF Dickinson North Dakota

Nova Fire Protection Agreements

- 1 – Year Agreements

- 6 Facilities
  - Public Safety Center: $585
  - City Hall: $790
  - Public Transit: $550
  - Library: $755
  - Public Works: $1,345
  - Baler Building: $580

- Total: $4,605

CITY OF Dickinson North Dakota

Landfill Scale Rental Agreement

Presented by: Interim Public Works Director, Jake Waldo

Consideration to Approve

CITY OF Dickinson North Dakota

Landfill Scale Rental Agreement

- Monthly Rate: $7,500
- Total Cost: $37,500 - $60,000
- Construction Traffic Direct to Landfill
- MSW Traffic Unimpeded

CITY OF Dickinson North Dakota

Hazardous Tree Removal Resolution

Presented by: Interim Public Works Director, Jake Waldo

Consideration to Approve

CITY OF Dickinson North Dakota

Roll-off Truck Bid Award

Presented by: Interim Public Works Director, Jake Waldo

Consideration to Approve

CITY OF Dickinson North Dakota

Land Lease Renewal

Presented by: Interim Public Works Director, Jake Waldo

Consideration to Approve

CITY OF Dickinson North Dakota

Lease Agreement Renewal

- NW1/4 of Section 16, Township 139 N, Range 96 West of the 5th PM
- Apx. 111 acres @ $40.00/acre ($4,440.00)
- 1 year term effective 10 February 2025

CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota | Public Works

3 March, 2026

RE: Nova Fire Protection Service Agreements

For your consideration are a series of 1-year service agreements between Nova Fire Protection, Inc. and the City of Dickinson to provide inspection and testing services for the Fire Sprinkler Systems, including backflow preventer testing, for City Hall, the Public Works Facility, Public Safety Center, Baler Building, Library, and Public Transit.

The City of Dickinson has utilized Nova Fire Protection for inspection and maintenance services for several years and they have consistently met our expectations for quality of service, communication, and timeliness.

In aggregate, the cost of these services totals $4,605 for the 2026 calendar year.

The agreements have 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

NOVA
FIRE PROTECTION, INC.

1424 44th Street N
Fargo, ND 58102
P. 701-282-0268
F. 701-282-0702
novafire.com

2/23/2026

Attn: Jacob Waldo
CITY OF DICKINSON
2475 STATE AVE N
DICKINSON, ND 58601

P: 704-504-9985
F:
E: Jacob.Waldo@dickinsongov.com

FPSA #: 17790-8462

Fire Protection Service Agreement

Scope: Provide the checked service(s) for the listed building(s) at the specified frequency and term. Certain fire sprinkler inspections occur every five years, in addition to annual inspections. The cost for these 5-Year Inspections will be added to the Annual Cost in the year they are performed.

Building(s): DICKINSON PUBLIC SAFETY CENTER
2475 STATE AVE N
DICKINSON, ND 58601
Site Contact: Jake Waldo 704-504-9985 @ Lee Skabo 701-690-5214

Services Provided:
- ☑ Inspection & Testing (see Systems below)
- ☐ Central Station Fire Alarm Monitoring

Systems & Equipment Inspected/Tested:
- ☑ Fire Sprinkler System - *Frequency: Annual - Yearly Cost $235*
- ☑ Backflow Preventer Pressure Test - *Frequency: Annual - Yearly Cost $350*
- ☐ Fire Alarm System
- ☐ Fire Extinguishers
- ☐ Emergency Lights
- ☐ Special Hazard Systems
- ☐ Fire Hydrants

Email inspection reports to: **Jacob.Waldo@dickinsongov.com**

Term: ☑1-Yr (1/1/2026 - 12/31/2026) ☐3-Yr (1/1/2026 - 12/30/2028)

2026 Annual Inspection Cost: $585.00

5-Yr Inspection Year Required/Cost: 2030/$175.00

2026 Total: $585.00

City-Assessed Reporting Fee: $0.00

This Fire Protection Service Agreement (the "Agreement") sets forth the Terms and Conditions for the services to be provided by NOVA Fire Protection, Inc. ("Company") to CITY OF DICKINSON. Payment for all invoices is due within 30 days of receipt.

Customer Acceptance: In accepting this Agreement, Customer agrees to the Terms and Conditions on the back of this page.

Accept/renew this agreement online at www.novafire.com/fpsa-renew

NOVA FIRE PROTECTION		CITY OF DICKINSON	
Signature:	*Brandie Sorenson*	Signature:	
Print Name:	Brandie Sorenson	Print Name:	
Title/Date:	Inspection Coordinator / 2/23/2026	Title/Date:	
Email:	brandie@novafire.com	Billing Email:	Jacob.Waldo@dickinsongov.com

To ensure your inspection is completed, please sign and return this proposal. Without it, your inspection will not appear in our scheduling system and cannot be completed.

Terms and Conditions

1. SCOPE: This agreement is for inspection and testing services only. These Terms and Conditions apply to all services provided by System
NOVA Fire Protection, Inc. (together "NOVA") under the Agreement except as indicated otherwise in the Agreement. This Agreement contai
understanding of the parties and supersedes and replaces any and/or all previous agreements, promises or representations between the pa
Agreement may be amended only in writing signed by both parties. The parties explicitly agree they have the authority to enter into the Agreement.
2. TERM OF AGREEMENT/RENEWALS: The initial term of this Agreement shall commence on the date of this agreement and continue for the proposal term indicated in this Agreement. After the initial term of this agreement has been met, this agreement shall automatically renew on a yearly basis under the same terms and conditions, unless thirty (30) days prior to expiration either party gives written or email notice (inspections@novafire.com) or if the agreement is cancelled as described in the below CANCELLATION section.
3. PAYMENTS: Payment for all invoices is due within thirty (30) days of receipt or per the timeline on the Fire Protection Service agreement, whichever is sooner. NOVA reserves the right to render invoices on a progress basis for work completed by the date of each such invoice.
4. CANCELLATION: This agreement may be terminated by either party without incurring any penalty fees or costs, provided thirty (30) days written or email notice (inspections@novafire.com) is given to the other party. Any prepaid services not utilized will be refunded to the Client within thirty (30) days of termination. NOVA reserves the right to terminate the agreement immediately, without prior notice, in the event of non-payment by the Client or breach of contract.
5. INSPECTIONS: All work performed by NOVA will be performed during normal business hours. NOVA does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the agreement Scope. Inspections shall be completed on NOVA's current inspection report form, which shall be given to Client, and where applicable, NOVA will submit a copy thereof to the local Authority Having Jurisdiction (AHJ). The questions and tests listed on the fire sprinkler inspection report are primarily from NFPA 25 and other sources, but the report is not a comprehensive compilation of all NFPA 25 requirements. Inspections, performed from floor level, of visible heads, pipe, and hangers are performed in common and accessible areas only and scope does not include the following: 3-year dry and preaction system full trip tests, deluge full trip tests, fire hoses, hose cabinets/storage devices, hose nozzles, private fire service mains, underground pipe, diesel fire pumps, water storage tanks, water spray fixed systems, foam systems, water mist systems, hydrostatic testing of standpipes, or hydrostatic testing of fire department connection piping; these can be completed, at the Client's request, on a Time and Material Basis outside of this Agreement. Inspection scope does not include verification that system equipment and components are installed in accordance with manufacturers' guidelines, nor do they encompass maintenance of the equipment as per manufacturers' guidelines. Inspections do not include an engineering review for compliance with hydraulic design standards for the building hazard as it may exist. Clients should make themselves aware of NFPA 25 and other applicable codes/standards to ensure that contracted scope fulfills all their applicable requirements. The inspection report and recommendations by NOVA are only advisory in nature and are intended to assist Client in reducing the risk of loss to property by indicating obvious defects or impairments noted in the inspection report. They are not intended to imply that no other defects or conditions exist. Client acknowledges that the AHJ may establish additional requirements and/or fees (including excessive water fees) for compliance with local codes/requirements. Costs to comply with additional requirements shall be completed on a Time and Material Basis outside of this Agreement. Client acknowledges they bear ultimate responsibility for the condition of the system(s), equipment, and components, including the periodic inspection of low point drains, especially before cold weather, and maintaining a minimum temperature of 40 degrees Fahrenheit in areas with water-filled piping and control valves.
6. LIMITATION OF LIABILITY AND WARRANTIES: CLIENT UNDERSTANDS AND AGREES THAT NOVA LIMITS ITS LIABILITY UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL NOVA'S LIABILITY FOR ANY CLAIM, CAUSE OF ACTION, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR BODILY INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, PROPERTY LOSS AND/OR ATTORNEY'S FEES) ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL COMPENSATION RECEIVED BY NOVA UNDER THIS AGREEMENT. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW. THE CLIENT UNDERSTANDS AND AGREES THAT NOVA HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND OR TYPE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. THE CLIENT FURTHER UNDERSTANDS AND AGREES THAT NOVA MAKES NO EXPRESS WARRANTIES AS TO THE SERVICES RENDERED OR EQUIPMENT LEASED AND THAT NO REPRESENTATIVE OF NOVA HAS ANY AUTHORITY TO MAKE ANY WARRANTIES OR OTHERWISE VARY THE TERMS OF THIS AGREEMENT UNLESS DONE SO IN WRITING AND SIGNED BY BOTH PARTIES.
7. NO WARRANTIES OR REPRESENTATIONS: NOVA does not represent nor warrant that any of the work completed by NOVA as part of this Agreement will (A) prevent any loss, damage or injury arising directly or indirectly to person or property, by any reason including burglary, theft, hold-up, fire or other cause; (B) that the work completed by NOVA will in all cases provide the protection for which it is installed or intended; (C) that the work is free of all defects and deficiencies; and (D) is in compliance with all applicable codes. Client agrees that it has not retained NOVA to make these assessments, which such work is expressly excluded. NOVA shall not be responsible for equipment failure occurring during the inspection.
8. WORK OF OTHERS AND EXISTING FIRE PROTECTION SYSTEM: NOVA makes no warranty as to the quality of work performed by others or the functionality and design of the originally installed fire protection/security system(s) that are subject to this Agreement. NOVA assumes existing system is in good working condition and has been maintained by the Client per applicable codes and standards. NOVA makes no warranties, express or implied, regarding the adequacy, performance or condition of any fire protection or notification equipment.
9. WAIVER OF SUBROGATION: Client shall obtain all insurance policies, property, bodily injury, etc., which are required or relate to the work done under this Agreement. Client agrees obtaining insurance is the Client's sole responsibility. Client agrees to rely exclusively on Client's insurer to recover for bodily injuries or property damage in the event of any loss or injury to the premises or property therein. Client does hereby, for itself and all others claiming by or through it under this Agreement, release and discharge NOVA from and against all damages, costs or expenses covered by Client's insurance, it being expressly agreed and understood that no insurance company, insurer, surety or other entity/individual will have any right of subrogation against NOVA or any team member, agent, officer, director, shareholder, affiliate or independent contractor of NOVA.
10. INDEMNIFICATION: NOVA shall be responsible for third party claims only to the extent caused by NOVA's negligence or willful misconduct. No duty to defend is created by this section. ~~Client assumes the entire responsibility and liability, to the fullest extent permitted by law, for all suits, claims, damages, losses and expenses, including but not limited to attorneys' fees, (collectively "Claims"), arising out of or resulting from NOVA's work completed under the Agreement ("Work"), provided that such Claim is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property. Client agrees, to the fullest extent permitted by law, to defend and indemnify NOVA from and against such Claims only to the extent caused by Client's acts or omissions, and the foregoing duty of indemnification applies even if the Claims are caused in part by NOVA. Client's duty to indemnify NOVA includes all Claims that arise either during the work or after completion of Work. Client agrees to undertake obligations regardless of whether the injured party asserting a Claim is an employee of Client and Client's obligation hereunder may not be limited by the operation of a workers' compensation act, any disability act, or other employee benefit act.~~
11. REPAIRS/DEFICIENCIES: Client authorizes NOVA to repair and/or correct deficiencies, if NOVA chooses, for amounts less than $1,000 without prior permission or approval. Repairs and/or deficiencies greater than $1,000 shall require additional written authorization from Client. All repairs/deficiencies will be documented and provided to Client. The amounts added to the Agreement through this clause are due and owed upon receipt of a related invoice.
12. CENTRAL OFFICE MONITORING & FALSE ALARMS: Client acknowledges that signals transmitted from Client's premises directly to emergency authorities are not monitored by personnel of NOVA. NOVA's designee communication center and NOVA do not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. NOVA shall not be responsible for any failure which prevents transmission signals from reaching the central monitoring center or damages arising therefrom. Client agrees to furnish NOVA with a written name list and telephone numbers of those persons Client wishes to receive signal notifications; these persons are designated as the Client's Responsible Parties and the Responsible Parties shall be available 24 hours/day. All changes shall be supplied to NOVA in writing. NOVA may, without prior notice, suspend or terminate its services, in central station's sole discretion, in event of Client's default in performance of this Agreement or in event central station facility or communication network is nonoperational or Client's alarm system is sending excessive false alarms. Central station is authorized to record and maintain all transmissions and data and shall be the exclusive owner of such property. It is understood that by engaging NOVA for fire alarm monitoring services, the Client assumes all obligations NOVA owes to its monitoring provider, CMS. Client can review CMS's terms and conditions by requesting a copy by contacting inspections@novafire.com. NOVA shall have no liability for false alarms, including the following which may be associated therewith: fines, excessive or "heavy" usage fees, fire response, any damage to personal or real property or personal injury caused by police or fire department responses to alarms, whether false alarm or otherwise, or the refusal of the fire department to respond.
13. SEVERABILITY: If any provisions of the entire Agreement shall be invalid or unenforceable under the laws of the jurisdiction applicable to the Agreeme
invalidity or unenforceable provision(s) shall be severed from the Agreement and the Agreement shall be construed as if not containing the particular invali
unenforceable provision or provisions, and the rights and obligations of NOVA and the Client shall be construed and enforced accordingly.

NOVA
FIRE PROTECTION, INC.

1424 44th Street N
Fargo, ND 58102
P. 701-282-0268
F. 701-282-0702
novafire.com

2/23/2026

Attn: Jacob Waldo
CITY OF DICKINSON
2475 STATE AVE N
DICKINSON, ND 58601

P: 704-504-9985
F:
E: Jacob.Waldo@dickinsongov.com

FPSA #: 17790-7813

Fire Protection Service Agreement

Scope: Provide the checked service(s) for the listed building(s) at the specified frequency and term. Certain fire sprinkler inspections occur every five years, in addition to annual inspections. The cost for these 5-Year Inspections will be added to the Annual Cost in the year they are performed.

Building(s): DICKINSON CITY HALL
38 1ST STREET WEST
DICKINSON, ND 58601
Site Contact: Jake Waldo 704-504-9985 @ Lee Skabo 701-690-5214

Services Provided:
- ☑ Inspection & Testing (see Systems below)
- ☐ Central Station Fire Alarm Monitoring

Systems & Equipment Inspected/Tested:
- ☑ Fire Sprinkler System - *Frequency: Annual - Yearly Cost $440*
- ☑ Backflow Preventer Pressure Test - *Frequency: Annual - Yearly Cost $350*
- ☐ Fire Alarm System
- ☐ Fire Extinguishers
- ☐ Emergency Lights
- ☐ Special Hazard Systems
- ☐ Fire Hydrants

Email inspection reports to: **Jacob.Waldo@dickinsongov.com**

Term: ☑1-Yr (1/1/2026 - 12/31/2026) ☐3-Yr (1/1/2026 - 12/30/2028)

2026 Annual Inspection Cost: $790.00

5-Yr Inspection Year Required/Cost: 2030/$350.00

2026 Total: $790.00

City-Assessed Reporting Fee: $0.00

This Fire Protection Service Agreement (the "Agreement") sets forth the Terms and Conditions for the services to be provided by NOVA Fire Protection, Inc. ("Company") to CITY OF DICKINSON. Payment for all invoices is due within 30 days of receipt.

Customer Acceptance: In accepting this Agreement, Customer agrees to the Terms and Conditions on the back of this page.

Accept/renew this agreement online at www.novafire.com/fpsa-renew

NOVA FIRE PROTECTION		CITY OF DICKINSON	
Signature:	*Brandie Sorenson*	Signature:	
Print Name:	Brandie Sorenson	Print Name:	
Title/Date:	Inspection Coordinator / 2/23/2026	Title/Date:	
Email:	brandie@novafire.com	Billing Email:	Jacob.Waldo@dickinsongov.com

To ensure your inspection is completed, please sign and return this proposal. Without it, your inspection will not appear in our scheduling system and cannot be completed.

Terms and Conditions

1. SCOPE: This agreement is for inspection and testing services only. These Terms and Conditions apply to all services provided by System NOVA Fire Protection, Inc. (together "NOVA") under the Agreement except as indicated otherwise in the Agreement. This Agreement contai understanding of the parties and supersedes and replaces any and/or all previous agreements, promises or representations between the pa Agreement may be amended only in writing signed by both parties. The parties explicitly agree they have the authority to enter into the Agreement.

2. TERM OF AGREEMENT/RENEWALS: The initial term of this Agreement shall commence on the date of this agreement and continue for the proposal term indicated in this Agreement. After the initial term of this agreement has been met, this agreement shall automatically renew on a yearly basis under the same terms and conditions, unless thirty (30) days prior to expiration either party gives written or email notice (inspections@novafire.com) or if the agreement is cancelled as described in the below CANCELLATION section.

3. PAYMENTS: Payment for all invoices is due within thirty (30) days of receipt or per the timeline on the Fire Protection Service agreement, whichever is sooner. NOVA reserves the right to render invoices on a progress basis for work completed by the date of each such invoice.

4. CANCELLATION: This agreement may be terminated by either party without incurring any penalty fees or costs, provided thirty (30) days written or email notice (inspections@novafire.com) is given to the other party. Any prepaid services not utilized will be refunded to the Client within thirty (30) days of termination. NOVA reserves the right to terminate the agreement immediately, without prior notice, in the event of non-payment by the Client or breach of contract.

5. INSPECTIONS: All work performed by NOVA will be performed during normal business hours. NOVA does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the agreement Scope. Inspections shall be completed on NOVA's current inspection report form, which shall be given to Client, and where applicable, NOVA will submit a copy thereof to the local Authority Having Jurisdiction (AHJ). The questions and tests listed on the fire sprinkler inspection report are primarily from NFPA 25 and other sources, but the report is not a comprehensive compilation of all NFPA 25 requirements. Inspections, performed from floor level, of visible heads, pipe, and hangers are performed in common and accessible areas only and scope does not include the following: 3-year dry and preaction system full trip tests, deluge full trip tests, fire hoses, hose cabinets/storage devices, hose nozzles, private fire service mains, underground pipe, diesel fire pumps, water storage tanks, water spray fixed systems, foam systems, water mist systems, hydrostatic testing of standpipes, or hydrostatic testing of fire department connection piping; these can be completed, at the Client's request, on a Time and Material Basis outside of this Agreement. Inspection scope does not include verification that system equipment and components are installed in accordance with manufacturers' guidelines, nor do they encompass maintenance of the equipment as per manufacturers' guidelines. Inspections do not include an engineering review for compliance with hydraulic design standards for the building hazard as it may exist. Clients should make themselves aware of NFPA 25 and other applicable codes/standards to ensure that contracted scope fulfills all their applicable requirements. The inspection report and recommendations by NOVA are only advisory in nature and are intended to assist Client in reducing the risk of loss to property by indicating obvious defects or impairments noted in the inspection report. They are not intended to imply that no other defects or conditions exist. Client acknowledges that the AHJ may establish additional requirements and/or fees (including excessive water fees) for compliance with local codes/requirements. Costs to comply with additional requirements shall be completed on a Time and Material Basis outside of this Agreement. Client acknowledges they bear ultimate responsibility for the condition of the system(s), equipment, and components, including the periodic inspection of low point drains, especially before cold weather, and maintaining a minimum temperature of 40 degrees Fahrenheit in areas with water-filled piping and control valves.

6. LIMITATION OF LIABILITY AND WARRANTIES: CLIENT UNDERSTANDS AND AGREES THAT NOVA LIMITS ITS LIABILITY UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL NOVA'S LIABILITY FOR ANY CLAIM, CAUSE OF ACTION, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR BODILY INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, PROPERTY LOSS AND/OR ATTORNEY'S FEES) ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL COMPENSATION RECEIVED BY NOVA UNDER THIS AGREEMENT. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW. THE CLIENT UNDERSTANDS AND AGREES THAT NOVA HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND OR TYPE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. THE CLIENT FURTHER UNDERSTANDS AND AGREES THAT NOVA MAKES NO EXPRESS WARRANTIES AS TO THE SERVICES RENDERED OR EQUIPMENT LEASED AND THAT NO REPRESENTATIVE OF NOVA HAS ANY AUTHORITY TO MAKE ANY WARRANTIES OR OTHERWISE VARY THE TERMS OF THIS AGREEMENT UNLESS DONE SO IN WRITING AND SIGNED BY BOTH PARTIES.

7. NO WARRANTIES OR REPRESENTATIONS: NOVA does not represent nor warrant that any of the work completed by NOVA as part of this Agreement will (A) prevent any loss, damage or injury arising directly or indirectly to person or property, by any reason including burglary, theft, hold-up, fire or other cause; (B) that the work completed by NOVA will in all cases provide the protection for which it is installed or intended; (C) that the work is free of all defects and deficiencies; and (D) is in compliance with all applicable codes. Client agrees that it has not retained NOVA to make these assessments, which such work is expressly excluded. NOVA shall not be responsible for equipment failure occurring during the inspection.

8. WORK OF OTHERS AND EXISTING FIRE PROTECTION SYSTEM: NOVA makes no warranty as to the quality of work performed by others or the functionality and design of the originally installed fire protection/security system(s) that are subject to this Agreement. NOVA assumes existing system is in good working condition and has been maintained by the Client per applicable codes and standards. NOVA makes no warranties, express or implied, regarding the adequacy, performance or condition of any fire protection or notification equipment.

9. WAIVER OF SUBROGATION: Client shall obtain all insurance policies, property, bodily injury, etc., which are required or relate to the work done under this Agreement. Client agrees obtaining insurance is the Client's sole responsibility. Client agrees to rely exclusively on Client's insurer to recover for bodily injuries or property damage in the event of any loss or injury to the premises or property therein. Client does hereby, for itself and all others claiming by or through it under this Agreement, release and discharge NOVA from and against all damages, costs or expenses covered by Client's insurance, it being expressly agreed and understood that no insurance company, insurer, surety or other entity/individual will have any right of subrogation against NOVA or any team member, agent, officer, director, shareholder, affiliate or independent contractor of NOVA.

10. INDEMNIFICATION: NOVA shall be responsible for third party claims only to the extent caused by NOVA's negligence or willful misconduct. No duty to defend is created by this section. ~~Client assumes the entire responsibility and liability, to the fullest extent permitted by law, for all suits, claims, damages, losses and expenses, including but not limited to attorneys' fees, (collectively "Claims"), arising out of or resulting from NOVA's work completed under the Agreement ("Work"), provided that such Claim is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property. Client agrees, to the fullest extent permitted by law, to defend and indemnify NOVA from and against such Claims only to the extent caused by Client's acts or omissions, and the foregoing duty of indemnification applies even if the Claims are caused in part by NOVA. Client's duty to indemnify NOVA includes all Claims that arise either during the work or after completion of Work. Client agrees to undertake obligations regardless of whether the injured party asserting a Claim is an employee of Client and Client's obligation hereunder may not be limited by the operation of a workers' compensation act, any disability act, or other employee benefit act.~~

11. REPAIRS/DEFICIENCIES: Client authorizes NOVA to repair and/or correct deficiencies, if NOVA chooses, for amounts less than $1,000 without prior permission or approval. Repairs and/or deficiencies greater than $1,000 shall require additional written authorization from Client. All repairs/deficiencies will be documented and provided to Client. The amounts added to the Agreement through this clause are due and owed upon receipt of a related invoice.

12. CENTRAL OFFICE MONITORING & FALSE ALARMS: Client acknowledges that signals transmitted from Client's premises directly to emergency authorities are not monitored by personnel of NOVA. NOVA's designee communication center and NOVA do not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. NOVA shall not be responsible for any failure which prevents transmission signals from reaching the central monitoring center or damages arising therefrom. Client agrees to furnish NOVA with a written name list and telephone numbers of those persons Client wishes to receive signal notifications; these persons are designated as the Client's Responsible Parties and the Responsible Parties shall be available 24 hours/day. All changes shall be supplied to NOVA in writing. NOVA may, without prior notice, suspend or terminate its services, in central station's sole discretion, in event of Client's default in performance of this Agreement or in event central station facility or communication network is nonoperational or Client's alarm system is sending excessive false alarms. Central station is authorized to record and maintain all transmissions and data and shall be the exclusive owner of such property. It is understood that by engaging NOVA for fire alarm monitoring services, the Client assumes all obligations NOVA owes to its monitoring provider, CMS. Client can review CMS's terms and conditions by requesting a copy by contacting inspections@novafire.com. NOVA shall have no liability for false alarms, including the following which may be associated therewith: fines, excessive or "heavy" usage fees, fire response, any damage to personal or real property or personal injury caused by police or fire department responses to alarms, whether false alarm or otherwise, or the refusal of the fire department to respond.

13. SEVERABILITY: If any provisions of the entire Agreement shall be invalid or unenforceable under the laws of the jurisdiction applicable to the Agreeme invalidity or unenforceable provision(s) shall be severed from the Agreement and the Agreement shall be construed as if not containing the particular invali unenforceable provision or provisions, and the rights and obligations of NOVA and the Client shall be construed and enforced accordingly.

NOVA
FIRE PROTECTION, INC.

1424 44th Street N
Fargo, ND 58102
P. 701-282-0268
F. 701-282-0702
novafire.com

2/23/2026

Attn: Jacob Waldo
CITY OF DICKINSON
2475 STATE AVE N
DICKINSON, ND 58601

P: 704-504-9985
F:
E: Jacob.Waldo@dickinsongov.com

FPSA #: 17790-7300

Fire Protection Service Agreement

Scope: Provide the checked service(s) for the listed building(s) at the specified frequency and term. Certain fire sprinkler inspections occur every five years, in addition to annual inspections. The cost for these 5-Year Inspections will be added to the Annual Cost in the year they are performed.

Building(s): PUBLIC TRANSIT (ELDER CARE)
361 26TH ST E
DICKINSON, ND 58601
Site Contact: Jake Waldo 704-504-9985 @ Lee Skabo 701-690-5214

Services Provided:
- ☑ Inspection & Testing (see Systems below)
- ☐ Central Station Fire Alarm Monitoring

Systems & Equipment Inspected/Tested:
- ☑ Fire Sprinkler System - *Frequency: Annual - Yearly Cost $200*
- ☑ Backflow Preventer Pressure Test - *Frequency: Annual - Yearly Cost $350*
- ☐ Fire Alarm System
- ☐ Fire Extinguishers
- ☐ Emergency Lights
- ☐ Special Hazard Systems
- ☐ Fire Hydrants

Email inspection reports to: **Jacob.Waldo@dickinsongov.com**

Term: ☑ 1-Yr (1/1/2026 - 12/31/2026) ☐ 3-Yr (1/1/2026 - 12/30/2028)

2026 Annual Inspection Cost: $550.00

5-Yr Inspection Year Required/Cost: 2030/$175.00

2026 Total: $550.00

City-Assessed Reporting Fee: $0.00

This Fire Protection Service Agreement (the "Agreement") sets forth the Terms and Conditions for the services to be provided by NOVA Fire Protection, Inc. ("Company") to CITY OF DICKINSON. Payment for all invoices is due within 30 days of receipt.

Customer Acceptance: In accepting this Agreement, Customer agrees to the Terms and Conditions on the back of this page.

Accept/renew this agreement online at www.novafire.com/fpsa-renew

NOVA FIRE PROTECTION		CITY OF DICKINSON	
Signature:	*Brandie Sorenson*	Signature:	
Print Name:	Brandie Sorenson	Print Name:	
Title/Date:	Inspection Coordinator / 2/23/2026	Title/Date:	
Email:	brandie@novafire.com	Billing Email:	Jacob.Waldo@dickinsongov.com

To ensure your inspection is completed, please sign and return this proposal. Without it, your inspection will not appear in our scheduling system and cannot be completed.

Terms and Conditions

1. SCOPE: This agreement is for inspection and testing services only. These Terms and Conditions apply to all services provided by System NOVA Fire Protection, Inc. (together "NOVA") under the Agreement except as indicated otherwise in the Agreement. This Agreement contai understanding of the parties and supersedes and replaces any and/or all previous agreements, promises or representations between the pa Agreement may be amended only in writing signed by both parties. The parties explicitly agree they have the authority to enter into the Agreement.
2. TERM OF AGREEMENT/RENEWALS: The initial term of this Agreement shall commence on the date of this agreement and continue for the proposal term indicated in this Agreement. After the initial term of this agreement has been met, this agreement shall automatically renew on a yearly basis under the same terms and conditions, unless thirty (30) days prior to expiration either party gives written or email notice (inspections@novafire.com) or if the agreement is cancelled as described in the below CANCELLATION section.
3. PAYMENTS: Payment for all invoices is due within thirty (30) days of receipt or per the timeline on the Fire Protection Service agreement, whichever is sooner. NOVA reserves the right to render invoices on a progress basis for work completed by the date of each such invoice.
4. CANCELLATION: This agreement may be terminated by either party without incurring any penalty fees or costs, provided thirty (30) days written or email notice (inspections@novafire.com) is given to the other party. Any prepaid services not utilized will be refunded to the Client within thirty (30) days of termination. NOVA reserves the right to terminate the agreement immediately, without prior notice, in the event of non-payment by the Client or breach of contract.
5. INSPECTIONS: All work performed by NOVA will be performed during normal business hours. NOVA does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the agreement Scope. Inspections shall be completed on NOVA's current inspection report form, which shall be given to Client, and where applicable, NOVA will submit a copy thereof to the local Authority Having Jurisdiction (AHJ). The questions and tests listed on the fire sprinkler inspection report are primarily from NFPA 25 and other sources, but the report is not a comprehensive compilation of all NFPA 25 requirements. Inspections, performed from floor level, of visible heads, pipe, and hangers are performed in common and accessible areas only and scope does not include the following: 3-year dry and preaction system full trip tests, deluge full trip tests, fire hoses, hose cabinets/storage devices, hose nozzles, private fire service mains, underground pipe, diesel fire pumps, water storage tanks, water spray fixed systems, foam systems, water mist systems, hydrostatic testing of standpipes, or hydrostatic testing of fire department connection piping; these can be completed, at the Client's request, on a Time and Material Basis outside of this Agreement. Inspection scope does not include verification that system equipment and components are installed in accordance with manufacturers' guidelines, nor do they encompass maintenance of the equipment as per manufacturers' guidelines. Inspections do not include an engineering review for compliance with hydraulic design standards for the building hazard as it may exist. Clients should make themselves aware of NFPA 25 and other applicable codes/standards to ensure that contracted scope fulfills all their applicable requirements. The inspection report and recommendations by NOVA are only advisory in nature and are intended to assist Client in reducing the risk of loss to property by indicating obvious defects or impairments noted in the inspection report. They are not intended to imply that no other defects or conditions exist. Client acknowledges that the AHJ may establish additional requirements and/or fees (including excessive water fees) for compliance with local codes/requirements. Costs to comply with additional requirements shall be completed on a Time and Material Basis outside of this Agreement. Client acknowledges they bear ultimate responsibility for the condition of the system(s), equipment, and components, including the periodic inspection of low point drains, especially before cold weather, and maintaining a minimum temperature of 40 degrees Fahrenheit in areas with water-filled piping and control valves.
6. LIMITATION OF LIABILITY AND WARRANTIES: CLIENT UNDERSTANDS AND AGREES THAT NOVA LIMITS ITS LIABILITY UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL NOVA'S LIABILITY FOR ANY CLAIM, CAUSE OF ACTION, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR BODILY INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, PROPERTY LOSS AND/OR ATTORNEY'S FEES) ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL COMPENSATION RECEIVED BY NOVA UNDER THIS AGREEMENT. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW. THE CLIENT UNDERSTANDS AND AGREES THAT NOVA HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND OR TYPE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. THE CLIENT FURTHER UNDERSTANDS AND AGREES THAT NOVA MAKES NO EXPRESS WARRANTIES AS TO THE SERVICES RENDERED OR EQUIPMENT LEASED AND THAT NO REPRESENTATIVE OF NOVA HAS ANY AUTHORITY TO MAKE ANY WARRANTIES OR OTHERWISE VARY THE TERMS OF THIS AGREEMENT UNLESS DONE SO IN WRITING AND SIGNED BY BOTH PARTIES.
7. NO WARRANTIES OR REPRESENTATIONS: NOVA does not represent nor warrant that any of the work completed by NOVA as part of this Agreement will (A) prevent any loss, damage or injury arising directly or indirectly to person or property, by any reason including burglary, theft, hold-up, fire or other cause; (B) that the work completed by NOVA will in all cases provide the protection for which it is installed or intended; (C) that the work is free of all defects and deficiencies; and (D) is in compliance with all applicable codes. Client agrees that it has not retained NOVA to make these assessments, which such work is expressly excluded. NOVA shall not be responsible for equipment failure occurring during the inspection.
8. WORK OF OTHERS AND EXISTING FIRE PROTECTION SYSTEM: NOVA makes no warranty as to the quality of work performed by others or the functionality and design of the originally installed fire protection/security system(s) that are subject to this Agreement. NOVA assumes existing system is in good working condition and has been maintained by the Client per applicable codes and standards. NOVA makes no warranties, express or implied, regarding the adequacy, performance or condition of any fire protection or notification equipment.
9. WAIVER OF SUBROGATION: Client shall obtain all insurance policies, property, bodily injury, etc., which are required or relate to the work done under this Agreement. Client agrees obtaining insurance is the Client's sole responsibility. Client agrees to rely exclusively on Client's insurer to recover for bodily injuries or property damage in the event of any loss or injury to the premises or property therein. Client does hereby, for itself and all others claiming by or through it under this Agreement, release and discharge NOVA from and against all damages, costs or expenses covered by Client's insurance, it being expressly agreed and understood that no insurance company, insurer, surety or other entity/individual will have any right of subrogation against NOVA or any team member, agent, officer, director, shareholder, affiliate or independent contractor of NOVA.
10. INDEMNIFICATION: NOVA shall be responsible for third party claims only to the extent caused by NOVA's negligence or willful misconduct. No duty to defend is created by this section. ~~Client assumes the entire responsibility and liability, to the fullest extent permitted by law, for all suits, claims, damages, losses and expenses, including but not limited to attorneys' fees, (collectively "Claims"), arising out of or resulting from NOVA's work completed under the Agreement ("Work"), provided that such Claim is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property. Client agrees, to the fullest extent permitted by law, to defend and indemnify NOVA from and against such Claims only to the extent caused by Client's acts or omissions, and the foregoing duty of indemnification applies even if the Claims are caused in part by NOVA. Client's duty to indemnify NOVA includes all Claims that arise either during the work or after completion of Work. Client agrees to undertake obligations regardless of whether the injured party asserting a Claim is an employee of Client and Client's obligation hereunder may not be limited by the operation of a workers' compensation act, any disability act, or other employee benefit act.~~
11. REPAIRS/DEFICIENCIES: Client authorizes NOVA to repair and/or correct deficiencies, if NOVA chooses, for amounts less than $1,000 without prior permission or approval. Repairs and/or deficiencies greater than $1,000 shall require additional written authorization from Client. All repairs/deficiencies will be documented and provided to Client. The amounts added to the Agreement through this clause are due and owed upon receipt of a related invoice.
12. CENTRAL OFFICE MONITORING & FALSE ALARMS: Client acknowledges that signals transmitted from Client's premises directly to emergency authorities are not monitored by personnel of NOVA. NOVA's designee communication center and NOVA do not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. NOVA shall not be responsible for any failure which prevents transmission signals from reaching the central monitoring center or damages arising therefrom. Client agrees to furnish NOVA with a written name list and telephone numbers of those persons Client wishes to receive signal notifications; these persons are designated as the Client's Responsible Parties and the Responsible Parties shall be available 24 hours/day. All changes shall be supplied to NOVA in writing. NOVA may, without prior notice, suspend or terminate its services, in central station's sole discretion, in event of Client's default in performance of this Agreement or in event central station facility or communication network is nonoperational or Client's alarm system is sending excessive false alarms. Central station is authorized to record and maintain all transmissions and data and shall be the exclusive owner of such property. It is understood that by engaging NOVA for fire alarm monitoring services, the Client assumes all obligations NOVA owes to its monitoring provider, CMS. Client can review CMS's terms and conditions by requesting a copy by contacting inspections@novafire.com. NOVA shall have no liability for false alarms, including the following which may be associated therewith: fines, excessive or "heavy" usage fees, fire response, any damage to personal or real property or personal injury caused by police or fire department responses to alarms, whether false alarm or otherwise, or the refusal of the fire department to respond.
13. SEVERABILITY: If any provisions of the entire Agreement shall be invalid or unenforceable under the laws of the jurisdiction applicable to the Agreeme invalidity or unenforceable provision(s) shall be severed from the Agreement and the Agreement shall be construed as if not containing the particular invali unenforceable provision or provisions, and the rights and obligations of NOVA and the Client shall be construed and enforced accordingly.

NOVA
FIRE PROTECTION, INC.

1424 44th Street N
Fargo, ND 58102
P. 701-282-0268
F. 701-282-0702
novafire.com

2/23/2026

Attn: Jacob Waldo
CITY OF DICKINSON
2475 STATE AVE N
DICKINSON, ND 58601

P: 704-504-9985
F:
E: Jacob.Waldo@dickinsongov.com

FPSA #: 17790-30190

Fire Protection Service Agreement

Scope: Provide the checked service(s) for the listed building(s) at the specified frequency and term. Certain fire sprinkler inspections occur every five years, in addition to annual inspections. The cost for these 5-Year Inspections will be added to the Annual Cost in the year they are performed.

Building(s): DICKINSON PUBLIC LIBRARY
139 3RD STREET WEST
DICKINSON, ND 58601
Site Contact: Jake Waldo 704-504-9985 @ Marc Ternes 701-260-8703

Services Provided:
- ☑ Inspection & Testing (see Systems below)
- ☐ Central Station Fire Alarm Monitoring

Systems & Equipment Inspected/Tested:
- ☑ Fire Sprinkler System - *Frequency: Annual - Yearly Cost $230*
- ☑ Backflow Preventer Pressure Test - *Frequency: Annual - Yearly Cost $350*
- ☐ Fire Alarm System
- ☐ Fire Extinguishers
- ☐ Emergency Lights
- ☐ Special Hazard Systems
- ☐ Fire Hydrants

Email inspection reports to: **Jacob.Waldo@dickinsongov.com**

Term: ☑ 1-Yr (1/1/2026 - 12/31/2026) ☐ 3-Yr (1/1/2026 - 12/30/2028)

2026 Annual Inspection Cost: $580.00

5-Yr Inspection Year Required/Cost: 2026/$175.00

2026 Total: $755.00

City-Assessed Reporting Fee: $0.00

This Fire Protection Service Agreement (the "Agreement") sets forth the Terms and Conditions for the services to be provided by NOVA Fire Protection, Inc. ("Company") to CITY OF DICKINSON. Payment for all invoices is due within 30 days of receipt.

Customer Acceptance: In accepting this Agreement, Customer agrees to the Terms and Conditions on the back of this page.

Accept/renew this agreement online at www.novafire.com/fpsa-renew

NOVA FIRE PROTECTION		CITY OF DICKINSON	
Signature:	*Brandie Sorenson*	Signature:	
Print Name:	Brandie Sorenson	Print Name:	
Title/Date:	Inspection Coordinator / 2/23/2026	Title/Date:	
Email:	brandie@novafire.com	Billing Email:	Jacob.Waldo@dickinsongov.com

To ensure your inspection is completed, please sign and return this proposal. Without it, your inspection will not appear in our scheduling system and cannot be completed.

Terms and Conditions

1. SCOPE: This agreement is for inspection and testing services only. These Terms and Conditions apply to all services provided by System NOVA Fire Protection, Inc. (together "NOVA") under the Agreement except as indicated otherwise in the Agreement. This Agreement contai understanding of the parties and supersedes and replaces any and/or all previous agreements, promises or representations between the pa Agreement may be amended only in writing signed by both parties. The parties explicitly agree they have the authority to enter into the Agreement.

2. TERM OF AGREEMENT/RENEWALS: The initial term of this Agreement shall commence on the date of this agreement and continue for the proposal term indicated in this Agreement. After the initial term of this agreement has been met, this agreement shall automatically renew on a yearly basis under the same terms and conditions, unless thirty (30) days prior to expiration either party gives written or email notice (inspections@novafire.com) or if the agreement is cancelled as described in the below CANCELLATION section.

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4. CANCELLATION: This agreement may be terminated by either party without incurring any penalty fees or costs, provided thirty (30) days written or email notice (inspections@novafire.com) is given to the other party. Any prepaid services not utilized will be refunded to the Client within thirty (30) days of termination. NOVA reserves the right to terminate the agreement immediately, without prior notice, in the event of non-payment by the Client or breach of contract.

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6. LIMITATION OF LIABILITY AND WARRANTIES: CLIENT UNDERSTANDS AND AGREES THAT NOVA LIMITS ITS LIABILITY UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL NOVA'S LIABILITY FOR ANY CLAIM, CAUSE OF ACTION, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR BODILY INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, PROPERTY LOSS AND/OR ATTORNEY'S FEES) ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL COMPENSATION RECEIVED BY NOVA UNDER THIS AGREEMENT. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW. THE CLIENT UNDERSTANDS AND AGREES THAT NOVA HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND OR TYPE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. THE CLIENT FURTHER UNDERSTANDS AND AGREES THAT NOVA MAKES NO EXPRESS WARRANTIES AS TO THE SERVICES RENDERED OR EQUIPMENT LEASED AND THAT NO REPRESENTATIVE OF NOVA HAS ANY AUTHORITY TO MAKE ANY WARRANTIES OR OTHERWISE VARY THE TERMS OF THIS AGREEMENT UNLESS DONE SO IN WRITING AND SIGNED BY BOTH PARTIES.

7. NO WARRANTIES OR REPRESENTATIONS: NOVA does not represent nor warrant that any of the work completed by NOVA as part of this Agreement will (A) prevent any loss, damage or injury arising directly or indirectly to person or property, by any reason including burglary, theft, hold-up, fire or other cause; (B) that the work completed by NOVA will in all cases provide the protection for which it is installed or intended; (C) that the work is free of all defects and deficiencies; and (D) is in compliance with all applicable codes. Client agrees that it has not retained NOVA to make these assessments, which such work is expressly excluded. NOVA shall not be responsible for equipment failure occurring during the inspection.

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9. WAIVER OF SUBROGATION: Client shall obtain all insurance policies, property, bodily injury, etc., which are required or relate to the work done under this Agreement. Client agrees obtaining insurance is the Client's sole responsibility. Client agrees to rely exclusively on Client's insurer to recover for bodily injuries or property damage in the event of any loss or injury to the premises or property therein. Client does hereby, for itself and all others claiming by or through it under this Agreement, release and discharge NOVA from and against all damages, costs or expenses covered by Client's insurance, it being expressly agreed and understood that no insurance company, insurer, surety or other entity/individual will have any right of subrogation against NOVA or any team member, agent, officer, director, shareholder, affiliate or independent contractor of NOVA.

10. INDEMNIFICATION: NOVA shall be responsible for third party claims only to the extent caused by NOVA's negligence or willful misconduct. No duty to defend is created by this section. ~~Client assumes the entire responsibility and liability, to the fullest extent permitted by law, for all suits, claims, damages, losses and expenses, including but not limited to attorneys' fees, (collectively "Claims"), arising out of or resulting from NOVA's work completed under the Agreement ("Work"), provided that such Claim is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property. Client agrees, to the fullest extent permitted by law, to defend and indemnify NOVA from and against such Claims only to the extent caused by Client's acts or omissions, and the foregoing duty of indemnification applies even if the Claims are caused in part by NOVA. Client's duty to indemnify NOVA includes all Claims that arise either during the work or after completion of Work. Client agrees to undertake obligations regardless of whether the injured party asserting a Claim is an employee of Client and Client's obligation hereunder may not be limited by the operation of a workers' compensation act, any disability act, or other employee benefit act.~~

11. REPAIRS/DEFICIENCIES: Client authorizes NOVA to repair and/or correct deficiencies, if NOVA chooses, for amounts less than $1,000 without prior permission or approval. Repairs and/or deficiencies greater than $1,000 shall require additional written authorization from Client. All repairs/deficiencies will be documented and provided to Client. The amounts added to the Agreement through this clause are due and owed upon receipt of a related invoice.

12. CENTRAL OFFICE MONITORING & FALSE ALARMS: Client acknowledges that signals transmitted from Client's premises directly to emergency authorities are not monitored by personnel of NOVA. NOVA's designee communication center and NOVA do not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. NOVA shall not be responsible for any failure which prevents transmission signals from reaching the central monitoring center or damages arising therefrom. Client agrees to furnish NOVA with a written name list and telephone numbers of those persons Client wishes to receive signal notifications; these persons are designated as the Client's Responsible Parties and the Responsible Parties shall be available 24 hours/day. All changes shall be supplied to NOVA in writing. NOVA may, without prior notice, suspend or terminate its services, in central station's sole discretion, in event of Client's default in performance of this Agreement or in event central station facility or communication network is nonoperational or Client's alarm system is sending excessive false alarms. Central station is authorized to record and maintain all transmissions and data and shall be the exclusive owner of such property. It is understood that by engaging NOVA for fire alarm monitoring services, the Client assumes all obligations NOVA owes to its monitoring provider, CMS. Client can review CMS's terms and conditions by requesting a copy by contacting inspections@novafire.com. NOVA shall have no liability for false alarms, including the following which may be associated therewith: fines, excessive or "heavy" usage fees, fire response, any damage to personal or real property or personal injury caused by police or fire department responses to alarms, whether false alarm or otherwise, or the refusal of the fire department to respond.

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NOVA
FIRE PROTECTION, INC.

1424 44th Street N
Fargo, ND 58102
P. 701-282-0268
F. 701-282-0702
novafire.com

2/23/2026

Attn: Jacob Waldo
CITY OF DICKINSON
2475 STATE AVE N
DICKINSON, ND 58601

P: 704-504-9985
F:
E: Jacob.Waldo@dickinsongov.com

FPSA #: 17790-29318

Fire Protection Service Agreement

Scope: Provide the checked service(s) for the listed building(s) at the specified frequency and term. Certain fire sprinkler inspections occur every five years, in addition to annual inspections. The cost for these 5-Year Inspections will be added to the Annual Cost in the year they are performed.

Building(s): DICKINSON PUBLIC WORKS BUILDING
3411 PUBLIC WORKS BLVD
DICKINSON, ND 58601
Site Contact: Jake Waldo 704-504-9985 @ Lee Skabo 701-690-5214

Services Provided:
- ☑ Inspection & Testing (see Systems below)
- ☐ Central Station Fire Alarm Monitoring

Systems & Equipment Inspected/Tested:
- ☑ Fire Sprinkler System - *Frequency: Annual - Yearly Cost $995*
- ☑ Backflow Preventer Pressure Test - *Frequency: Annual - Yearly Cost $350*
- ☐ Fire Alarm System
- ☐ Fire Extinguishers
- ☐ Emergency Lights
- ☐ Special Hazard Systems
- ☐ Fire Hydrants

Email inspection reports to: **Jacob.Waldo@dickinsongov.com**

Term: ☑ 1-Yr (1/1/2026 - 12/31/2026) ☐ 3-Yr (1/1/2026 - 12/30/2028)

2026 Annual Inspection Cost $1,345.00

5-Yr Inspection Year Required/Cost: 2028/$410.00

2026 Total: $1,345.00

City-Assessed Reporting Fee: $0.00

This Fire Protection Service Agreement (the "Agreement") sets forth the Terms and Conditions for the services to be provided by NOVA Fire Protection, Inc. ("Company") to CITY OF DICKINSON. Payment for all invoices is due within 30 days of receipt.

Customer Acceptance: In accepting this Agreement, Customer agrees to the Terms and Conditions on the back of this page.

Accept/renew this agreement online at www.novafire.com/fpsa-renew

NOVA FIRE PROTECTION		CITY OF DICKINSON	
Signature:	Brandie Sorenson	Signature:	
Print Name:	Brandie Sorenson	Print Name:	
Title/Date:	Inspection Coordinator / 2/23/2026	Title/Date:	
Email:	brandie@novafire.com	Billing Email:	Jacob.Waldo@dickinsongov.com

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6. LIMITATION OF LIABILITY AND WARRANTIES: CLIENT UNDERSTANDS AND AGREES THAT NOVA LIMITS ITS LIABILITY UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL NOVA'S LIABILITY FOR ANY CLAIM, CAUSE OF ACTION, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR BODILY INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, PROPERTY LOSS AND/OR ATTORNEY'S FEES) ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL COMPENSATION RECEIVED BY NOVA UNDER THIS AGREEMENT. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW. THE CLIENT UNDERSTANDS AND AGREES THAT NOVA HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND OR TYPE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. THE CLIENT FURTHER UNDERSTANDS AND AGREES THAT NOVA MAKES NO EXPRESS WARRANTIES AS TO THE SERVICES RENDERED OR EQUIPMENT LEASED AND THAT NO REPRESENTATIVE OF NOVA HAS ANY AUTHORITY TO MAKE ANY WARRANTIES OR OTHERWISE VARY THE TERMS OF THIS AGREEMENT UNLESS DONE SO IN WRITING AND SIGNED BY BOTH PARTIES.
7. NO WARRANTIES OR REPRESENTATIONS: NOVA does not represent nor warrant that any of the work completed by NOVA as part of this Agreement will (A) prevent any loss, damage or injury arising directly or indirectly to person or property, by any reason including burglary, theft, hold-up, fire or other cause; (B) that the work completed by NOVA will in all cases provide the protection for which it is installed or intended; (C) that the work is free of all defects and deficiencies; and (D) is in compliance with all applicable codes. Client agrees that it has not retained NOVA to make these assessments, which such work is expressly excluded. NOVA shall not be responsible for equipment failure occurring during the inspection.
8. WORK OF OTHERS AND EXISTING FIRE PROTECTION SYSTEM: NOVA makes no warranty as to the quality of work performed by others or the functionality and design of the originally installed fire protection/security system(s) that are subject to this Agreement. NOVA assumes existing system is in good working condition and has been maintained by the Client per applicable codes and standards. NOVA makes no warranties, express or implied, regarding the adequacy, performance or condition of any fire protection or notification equipment.
9. WAIVER OF SUBROGATION: Client shall obtain all insurance policies, property, bodily injury, etc., which are required or relate to the work done under this Agreement. Client agrees obtaining insurance is the Client's sole responsibility. Client agrees to rely exclusively on Client's insurer to recover for bodily injuries or property damage in the event of any loss or injury to the premises or property therein. Client does hereby, for itself and all others claiming by or through it under this Agreement, release and discharge NOVA from and against all damages, costs or expenses covered by Client's insurance, it being expressly agreed and understood that no insurance company, insurer, surety or other entity/individual will have any right of subrogation against NOVA or any team member, agent, officer, director, shareholder, affiliate or independent contractor of NOVA.
10. INDEMNIFICATION: NOVA shall be responsible for third party claims only to the extent caused by NOVA's negligence or willful misconduct. No duty to defend is created by this section. ~~Client assumes the entire responsibility and liability, to the fullest extent permitted by law, for all suits, claims, damages, losses and expenses, including but not limited to attorneys' fees, (collectively "Claims"), arising out of or resulting from NOVA's work completed under the Agreement ("Work"), provided that such Claim is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property. Client agrees, to the fullest extent permitted by law, to defend and indemnify NOVA from and against such Claims only to the extent caused by Client's acts or omissions, and the foregoing duty of indemnification applies even if the Claims are caused in part by NOVA. Client's duty to indemnify NOVA includes all Claims that arise either during the work or after completion of Work. Client agrees to undertake obligations regardless of whether the injured party asserting a Claim is an employee of Client and Client's obligation hereunder may not be limited by the operation of a workers' compensation act, any disability act, or other employee benefit act.~~
11. REPAIRS/DEFICIENCIES: Client authorizes NOVA to repair and/or correct deficiencies, if NOVA chooses, for amounts less than $1,000 without prior permission or approval. Repairs and/or deficiencies greater than $1,000 shall require additional written authorization from Client. All repairs/deficiencies will be documented and provided to Client. The amounts added to the Agreement through this clause are due and owed upon receipt of a related invoice.
12. CENTRAL OFFICE MONITORING & FALSE ALARMS: Client acknowledges that signals transmitted from Client's premises directly to emergency authorities are not monitored by personnel of NOVA. NOVA's designee communication center and NOVA do not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. NOVA shall not be responsible for any failure which prevents transmission signals from reaching the central monitoring center or damages arising therefrom. Client agrees to furnish NOVA with a written name list and telephone numbers of those persons Client wishes to receive signal notifications; these persons are designated as the Client's Responsible Parties and the Responsible Parties shall be available 24 hours/day. All changes shall be supplied to NOVA in writing. NOVA may, without prior notice, suspend or terminate its services, in central station's sole discretion, in event of Client's default in performance of this Agreement or in event central station facility or communication network is nonoperational or Client's alarm system is sending excessive false alarms. Central station is authorized to record and maintain all transmissions and data and shall be the exclusive owner of such property. It is understood that by engaging NOVA for fire alarm monitoring services, the Client assumes all obligations NOVA owes to its monitoring provider, CMS. Client can review CMS's terms and conditions by requesting a copy by contacting inspections@novafire.com. NOVA shall have no liability for false alarms, including the following which may be associated therewith: fines, excessive or "heavy" usage fees, fire response, any damage to personal or real property or personal injury caused by police or fire department responses to alarms, whether false alarm or otherwise, or the refusal of the fire department to respond.
13. SEVERABILITY: If any provisions of the entire Agreement shall be invalid or unenforceable under the laws of the jurisdiction applicable to the Agreeme invalidity or unenforceable provision(s) shall be severed from the Agreement and the Agreement shall be construed as if not containing the particular invali unenforceable provision or provisions, and the rights and obligations of NOVA and the Client shall be construed and enforced accordingly.

NOVA
FIRE PROTECTION, INC.

1424 44th Street N
Fargo, ND 58102
P. 701-282-0268
F. 701-282-0702
novafire.com

2/23/2026

Attn: Jacob Waldo
CITY OF DICKINSON
2475 STATE AVE N
DICKINSON, ND 58601

P: 704-504-9985
F:
E: Jacob.Waldo@dickinsongov.com

FPSA #: 17790-7409

Fire Protection Service Agreement

Scope: Provide the checked service(s) for the listed building(s) at the specified frequency and term. Certain fire sprinkler inspections occur every five years, in addition to annual inspections. The cost for these 5-Year Inspections will be added to the Annual Cost in the year they are performed.

Building(s): BALER BUILDING
3389 ENERGY DRIVE
DICKINSON, ND 58601
Site Contact: Jake Waldo 704-504-9985 @ Lee Skabo 701-690-5214

Services Provided:
- ☑ Inspection & Testing (see Systems below)
- ☐ Central Station Fire Alarm Monitoring

Systems & Equipment Inspected/Tested:
- ☑ Fire Sprinkler System - *Frequency: Annual - Yearly Cost $230*
- ☑ Backflow Preventer Pressure Test - *Frequency: Annual - Yearly Cost $350*
- ☐ Fire Alarm System
- ☐ Fire Extinguishers
- ☐ Emergency Lights
- ☐ Special Hazard Systems
- ☐ Fire Hydrants

Email inspection reports to: **Jacob.Waldo@dickinsongov.com**

Term: ☑1-Yr (1/1/2026 - 12/31/2026) ☐3-Yr (1/1/2026 - 12/30/2028)

2026 Annual Inspection Cost: $580.00

5-Yr Inspection Year Required/Cost: 2030/$175.00

2026 Total: $580.00

City-Assessed Reporting Fee: $0.00

This Fire Protection Service Agreement (the "Agreement") sets forth the Terms and Conditions for the services to be provided by NOVA Fire Protection, Inc. ("Company") to CITY OF DICKINSON. Payment for all invoices is due within 30 days of receipt.

Customer Acceptance: In accepting this Agreement, Customer agrees to the Terms and Conditions on the back of this page.

Accept/renew this agreement online at www.novafire.com/fpsa-renew

NOVA FIRE PROTECTION		CITY OF DICKINSON	
Signature:	*Brandie Sorenson*	Signature:	
Print Name:	Brandie Sorenson	Print Name:	
Title/Date:	Inspection Coordinator / 2/23/2026	Title/Date:	
Email:	brandie@novafire.com	Billing Email:	Jacob.Waldo@dickinsongov.com

To ensure your inspection is completed, please sign and return this proposal. Without it, your inspection will not appear in our scheduling system and cannot be completed.

Terms and Conditions

1. SCOPE: This agreement is for inspection and testing services only. These Terms and Conditions apply to all services provided by System
NOVA Fire Protection, Inc. (together "NOVA") under the Agreement except as indicated otherwise in the Agreement. This Agreement contai
understanding of the parties and supersedes and replaces any and/or all previous agreements, promises or representations between the pa
Agreement may be amended only in writing signed by both parties. The parties explicitly agree they have the authority to enter into the Agreement.
2. TERM OF AGREEMENT/RENEWALS: The initial term of this Agreement shall commence on the date of this agreement and continue for the proposal term indicated in this Agreement. After the initial term of this agreement has been met, this agreement shall automatically renew on a yearly basis under the same terms and conditions, unless thirty (30) days prior to expiration either party gives written or email notice (inspections@novafire.com) or if the agreement is cancelled as described in the below CANCELLATION section.
3. PAYMENTS: Payment for all invoices is due within thirty (30) days of receipt or per the timeline on the Fire Protection Service agreement, whichever is sooner. NOVA reserves the right to render invoices on a progress basis for work completed by the date of each such invoice.
4. CANCELLATION: This agreement may be terminated by either party without incurring any penalty fees or costs, provided thirty (30) days written or email notice (inspections@novafire.com) is given to the other party. Any prepaid services not utilized will be refunded to the Client within thirty (30) days of termination. NOVA reserves the right to terminate the agreement immediately, without prior notice, in the event of non-payment by the Client or breach of contract.
5. INSPECTIONS: All work performed by NOVA will be performed during normal business hours. NOVA does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the agreement Scope. Inspections shall be completed on NOVA's current inspection report form, which shall be given to Client, and where applicable, NOVA will submit a copy thereof to the local Authority Having Jurisdiction (AHJ). The questions and tests listed on the fire sprinkler inspection report are primarily from NFPA 25 and other sources, but the report is not a comprehensive compilation of all NFPA 25 requirements. Inspections, performed from floor level, of visible heads, pipe, and hangers are performed in common and accessible areas only and scope does not include the following: 3-year dry and preaction system full trip tests, deluge full trip tests, fire hoses, hose cabinets/storage devices, hose nozzles, private fire service mains, underground pipe, diesel fire pumps, water storage tanks, water spray fixed systems, foam systems, water mist systems, hydrostatic testing of standpipes, or hydrostatic testing of fire department connection piping; these can be completed, at the Client's request, on a Time and Material Basis outside of this Agreement. Inspection scope does not include verification that system equipment and components are installed in accordance with manufacturers' guidelines, nor do they encompass maintenance of the equipment as per manufacturers' guidelines. Inspections do not include an engineering review for compliance with hydraulic design standards for the building hazard as it may exist. Clients should make themselves aware of NFPA 25 and other applicable codes/standards to ensure that contracted scope fulfills all their applicable requirements. The inspection report and recommendations by NOVA are only advisory in nature and are intended to assist Client in reducing the risk of loss to property by indicating obvious defects or impairments noted in the inspection report. They are not intended to imply that no other defects or conditions exist. Client acknowledges that the AHJ may establish additional requirements and/or fees (including excessive water fees) for compliance with local codes/requirements. Costs to comply with additional requirements shall be completed on a Time and Material Basis outside of this Agreement. Client acknowledges they bear ultimate responsibility for the condition of the system(s), equipment, and components, including the periodic inspection of low point drains, especially before cold weather, and maintaining a minimum temperature of 40 degrees Fahrenheit in areas with water-filled piping and control valves.
6. LIMITATION OF LIABILITY AND WARRANTIES: CLIENT UNDERSTANDS AND AGREES THAT NOVA LIMITS ITS LIABILITY UNDER THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL NOVA'S LIABILITY FOR ANY CLAIM, CAUSE OF ACTION, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR BODILY INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, PROPERTY LOSS AND/OR ATTORNEY'S FEES) ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL COMPENSATION RECEIVED BY NOVA UNDER THIS AGREEMENT. IT IS INTENDED THAT THIS LIMITATION APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING, UNLESS OTHERWISE PROHIBITED BY LAW. THE CLIENT UNDERSTANDS AND AGREES THAT NOVA HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND OR TYPE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE. THE CLIENT FURTHER UNDERSTANDS AND AGREES THAT NOVA MAKES NO EXPRESS WARRANTIES AS TO THE SERVICES RENDERED OR EQUIPMENT LEASED AND THAT NO REPRESENTATIVE OF NOVA HAS ANY AUTHORITY TO MAKE ANY WARRANTIES OR OTHERWISE VARY THE TERMS OF THIS AGREEMENT UNLESS DONE SO IN WRITING AND SIGNED BY BOTH PARTIES.
7. NO WARRANTIES OR REPRESENTATIONS: NOVA does not represent nor warrant that any of the work completed by NOVA as part of this Agreement will (A) prevent any loss, damage or injury arising directly or indirectly to person or property, by any reason including burglary, theft, hold-up, fire or other cause; (B) that the work completed by NOVA will in all cases provide the protection for which it is installed or intended; (C) that the work is free of all defects and deficiencies; and (D) is in compliance with all applicable codes. Client agrees that it has not retained NOVA to make these assessments, which such work is expressly excluded. NOVA shall not be responsible for equipment failure occurring during the inspection.
8. WORK OF OTHERS AND EXISTING FIRE PROTECTION SYSTEM: NOVA makes no warranty as to the quality of work performed by others or the functionality and design of the originally installed fire protection/security system(s) that are subject to this Agreement. NOVA assumes existing system is in good working condition and has been maintained by the Client per applicable codes and standards. NOVA makes no warranties, express or implied, regarding the adequacy, performance or condition of any fire protection or notification equipment.
9. WAIVER OF SUBROGATION: Client shall obtain all insurance policies, property, bodily injury, etc., which are required or relate to the work done under this Agreement. Client agrees obtaining insurance is the Client's sole responsibility. Client agrees to rely exclusively on Client's insurer to recover for bodily injuries or property damage in the event of any loss or injury to the premises or property therein. Client does hereby, for itself and all others claiming by or through it under this Agreement, release and discharge NOVA from and against all damages, costs or expenses covered by Client's insurance, it being expressly agreed and understood that no insurance company, insurer, surety or other entity/individual will have any right of subrogation against NOVA or any team member, agent, officer, director, shareholder, affiliate or independent contractor of NOVA.
10. INDEMNIFICATION: NOVA shall be responsible for third party claims only to the extent caused by NOVA's negligence or willful misconduct. No duty to defend is created by this section. ~~Client assumes the entire responsibility and liability, to the fullest extent permitted by law, for all suits, claims, damages, losses and expenses, including but not limited to attorneys' fees, (collectively "Claims"), arising out of or resulting from NOVA's work completed under the Agreement ("Work"), provided that such Claim is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property. Client agrees, to the fullest extent permitted by law, to defend and indemnify NOVA from and against such Claims only to the extent caused by Client's acts or omissions, and the foregoing duty of indemnification applies even if the Claims are caused in part by NOVA. Client's duty to indemnify NOVA includes all Claims that arise either during the work or after completion of Work. Client agrees to undertake obligations regardless of whether the injured party asserting a Claim is an employee of Client and Client's obligation hereunder may not be limited by the operation of a workers' compensation act, any disability act, or other employee benefit act.~~
11. REPAIRS/DEFICIENCIES: Client authorizes NOVA to repair and/or correct deficiencies, if NOVA chooses, for amounts less than $1,000 without prior permission or approval. Repairs and/or deficiencies greater than $1,000 shall require additional written authorization from Client. All repairs/deficiencies will be documented and provided to Client. The amounts added to the Agreement through this clause are due and owed upon receipt of a related invoice.
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13. SEVERABILITY: If any provisions of the entire Agreement shall be invalid or unenforceable under the laws of the jurisdiction applicable to the Agreeme
invalidity or unenforceable provision(s) shall be severed from the Agreement and the Agreement shall be construed as if not containing the particular invali
unenforceable provision or provisions, and the rights and obligations of NOVA and the Client shall be construed and enforced accordingly.

CITY OF Dickinson North Dakota | Public Works

T3 March, 2026

RE: Landfill Scale Rental Agreement

For your consideration is an agreement with Fisher Industries for the rental of a truck scale to be utilized through this construction season at the landfill. The primary use of this scale will be to support CIP projects throughout Dickinson, primarily outgoing aggregate and incoming spoils and waste material.

Moving all construction related traffic directly through the landfill will help to ease traffic congestion at the baler building during the expansion and allow for a reduction in down time and related costs for projects.

The portable scale is compatible with our current scale software and is not anticipated to interfere with normal municipal solid waste (MSW) traffic to the landfill.

The cost of the rental is $7,500 per month with the option to apply %85 of the rental cost toward the purchase price of $265,000 if the City chooses to pursue purchasing the unit outright.

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

Thank you,

Jacob Waldo
Interim Public Works Director

Fisher Industries

PO Box 1034 | 3020 Energy Drive | Dickinson, ND 58602-1034
(800) 932-8740 | (701) 456-9184 | Fax: (701) 456-2210 | www.fisherind.com

Fisher Sand & Gravel Co.
Arizona Drilling & Blasting
Fisher Grading & Excavation
Fisher Ready Mix
Southwest Asphalt
Southwest Asphalt Paving
Fisher Sand & Gravel - New Mexico, Inc.
General Steel and Supply Company

February 25, 2026

SHORT TERM LEASE

GENERAL STEEL & SUPPLY CO., P.O. Box 1034, Dickinson, ND 58602, hereinafter called LESSOR, hereby leases to City of Dickinson., hereinafter called the LESSEE, subject to the terms and conditions contained herein the following:

Equipment: 10' x 70' Fisher Portable Truck Scale

Unit Number: G7-210 Serial Number: 10-70-77-625027

Hour Meter: N/A

1. **LOCATION OF THE EQUIPMENT.** The Equipment shall be used in the Dickinson, ND location.

2. **TERM.** The term of the lease shall commence when the Equipment is picked up and shall end on the day the Equipment is returned or sold

3. **RENT.** The LESSEE agrees to pay rent in the sum of **($7,500)** dollars per month during the term of the lease, Any replacement wear parts or consumables will be the responsibility of the LESSEE. The LESSEE is responsible for *paying all applicable taxes and fees associated with rental of equipment*.

4. **OPTION TO PURCHASE** LESSEE shall have an option to purchase the equipment at any time during the term of the lease by paying the LESSOR the total purchase price amount of **$265,000** LESSOR shall credit the LESSEE 85% of the rent by Lessee to Lessor if this option to purchase is exercised during the term of the lease.

5. **WEAR** It is acknowledged and understood that pertinent property of LESSOR is equipped with wear items which must be periodically replaced. All expenses associated with applicable wear item are the sole financial responsibility of the LESSEE. It is acknowledged and understood that the present wear items have the following approximate percentage (N/A) of their original life left. It is agreed and understood that the remaining use life of all applicable wear items will be determined and prorated by LESSOR as of the date of return of the property to LESSOR and that the LESSEE will then pay LESSOR the cost of the prorated use of said wear items and installation.

N/A Wear—New Unit

Fisher Industries

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Fisher Ready Mix
Southwest Asphalt
Southwest Asphalt Paving
Fisher Sand & Gravel - New Mexico, Inc.
General Steel and Supply Company

6. **OTHER WEAR/ REPAIR** It is agreed upon and understood that upon the surrender of leased property by LESSEE to LESSOR, the property will undergo evaluation, servicing, and repairs at Lessor's judgement, and at LESSEE'S expense. It is acknowledged and understood that all property will receive at minimum an oil change including all filters changed. LESSEE sole expense unless LESSEE can prove with written documentation that their minimum maintenance needs have been performed by LESSEE at LESSEE expense prior to LESSEE'S return of leased property to LESSOR'S place of business.

7. **GUARDING** LESSOR does not guarantee that guards will meet all local codes. It is the responsibility of the LESSEE to have the guards checked by a local inspector

8. **TITLE OF LESSOR; ASSIGNMENT; SUBLEASING.** The LESSEE is prohibited from assigning, subleasing, or relinquishing possession of the Equipment without prior consent of the LESSOR. Title to the Equipment shall always remain with the LESSOR.

9. **CONDITIONS OF EQUIPMENT - NO WARRANTY, EITHER EXPRESS OR IMPLIED.** LESSOR shall not be liable for any claims, losses, labor expenses, or damages, direct or consequential, resulting directly or indirectly from the use of, or inability to use the Equipment leased hereunder.

10. **MAINTENANCE.** LESSEE shall maintain the Equipment in good operating condition and shall return the Equipment in the same condition as received except for normal wear and tear. LESSEE shall promptly inform LESSOR of and pay for all damages to the Equipment other than normal wear and tear.

11. **LOSS OF OR DAMAGE TO EQUIPMENT.** Risk of loss of the Equipment shall pass to LESSEE on commencement of the lease and remain in LESSEE until the Equipment is returned to LESSOR. LESSEE shall maintain insurance for all risk to protect the interest of the LESSOR during the term of the lease. The LESSEE shall provide a certificate of insurance to the LESSOR.

EQUIPMENT STATED VALUE TO LESSOR IS (($265,000) dollars.

12. **LIABILITY OF LESSEE.** The LESSEE agrees to protect the LESSOR against all loss and damage that may occur during the life of the lease and until such Equipment has been returned to the LESSOR and accepted by it. To the extent allowed under North Dakota Law the LESSEE indemnifies LESSOR for all personal injury and property damage occurring on or about, or adjacent to the Equipment or premises where said Equipment is being used due to acts or omissions permitted by LESSEE.

Fisher Industries

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(800) 932-8740 | (701) 456-9184 | Fax: (701) 456-2210 | www.fisherind.com

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Fisher Ready Mix
Southwest Asphalt
Southwest Asphalt Paving
Fisher Sand & Gravel - New Mexico, Inc.
General Steel and Supply Company

13. **EVENTS OF DEFAULT.** In the event that LESSEE shall default in the payment of any installment of rent or shall default in observance of performance of any other covenant in this lease, LESSOR may, without notice or demand, immediately terminate this lease. The LESSOR, or its authorized agent, may enter the premises where the Equipment is located and take possession and remove the same at LESSEE'S expense, and/or proceed by appropriate court action to enforce performance by LESSEE of the applicable covenants of the lease or recover damages for the breach thereof. The LESSEE will sign a U.C.C. Index Filing Notice and return it to the LESSOR.

General Steel & Supply Co., LESSOR
P.O. Box 1034
Dickinson, ND 58602-1034
Phone: 1-701-456-9184

BY: Dean Humenyik

Date: 2/25/2026

City of Dickinson.,LESSEE
99 2nd Street East
Dickinson, ND 58601
Phone:

BY: _____

Date: _____

CITY OF Dickinson North Dakota | Public Works

3 March, 2026

RE: Hazardous Tree Removal Improvement District

The attached resolution allows residents to remove trees deemed hazardous by the City Forester and special assess the cost against the improved parcel. These voluntary special assessments are over a 10-year period. The City Forester may assist homeowners with the hazardous tree removal and services upon request.

This resolution has been reviewed by the City Attorney; Public Works Staff recommends approval.

Thank you,

Jake Waldo
Interim Public Works Director

RESOLUTION NO. ____2026

A RESOLUTION CREATING HAZARDOUS TREE REMOVAL IMPROVEMENT DISTRICT 2026-01 OF THE CITY OF DICKINSON AND AUTHORIZING THE IMPROVEMENTS AND ASSESSMENTS

BE IT RESOLVED by the governing body of the City of Dickinson, North Dakota (the "City"), as follows:

WHEREAS, the City of Dickinson has established a mechanism to allow citizens to contract for the removal of privately owned trees deemed hazardous by the City Forester; and

WHEREAS, the City of Dickinson allows citizens to remove said hazardous trees and have the cost thereof assessed as special assessments against the improved parcel, upon compliance with certain requirements of the City; and

WHEREAS, the Board of City Commissioners desires to establish a special assessment district for the year 2026 for the purpose of allowing property owners to amortize the cost of hazardous tree removal.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF CITY COMMISSIONERS, as follows:

1. There is hereby created Hazardous Tree Removal Improvement District 2026-01 which shall encompass all property within the corporate limits of the City of Dickinson.

2. The City shall seek bids together with the plans and specifications for said projects as required and approved by the City Forester.

3. Subject to the limitations set forth in paragraph four, all property owners are entitled to voluntarily participate in said district upon completion of the Hazardous Tree Removal Improvement District 20260-01 Petition Form and compliance with all further requirements for said district. No property owner shall be required to participate in said district.

4. The City licenses and approves arborists it deems capable of safely removing hazardous trees. For participation in this district, the property owner is required to seek quotes from the approved arborists and accept the low bid.

5. All assessments to properties shall be assessed over a ten-year period.

Dated this_____day of March 2026.

ATTEST:

_____
Scott Decker, President
Board of City Commissioners

_____
Dustin Dassinger, City Administrator

CITY OF Dickinson North Dakota | Public Works

3 March, 2026

RE: Roll-off Truck Bid Award

A bid opening was conducted at 10:30 AM on Monday, 23 February for a new roll-off truck to be added into the City fleet for use by our Solid Waste Division. This equipment purchase was budgeted for $300,000 on a 5 year lease with annual payments of $60,000.

Due to the versatility of roll-off trucks, there is no trade-in included with this purchase, the old truck will be put into service for other divisions around Public Works and kept on standby as a backup to reduce downtime in the event of mechanical problems with any other unit. Use by other divisions is much less constant than with Solid Waste, which should give the old truck another 5-10 years of useful life within our fleet.

After internal review of bid documents, Public Works staff recommends purchase of the 2027 Freightliner 114SD with the Galbreath Hoist as bid by Westlie Truck Center for a total cost of $236,080.

Thank you,

Jake Waldo
Interim Public Works Director

CITY OF Dickinson North Dakota | Public Works

Bids for Additional Roll-off Truck for City Fleet – No Trade-in – 3 Bids received

1. Normont Equipment Co.

5% Bid Bond present

Bid: 2026 International HX629 450hp with Cummins X15 Engine Stellar NXT52 Hoist and O'Brian Diablo Tarper

Estimated Delivery: 160 days ARO

Total Cash Price: $287,465.00

Exceptions:

For Hook Hoist Roll-Off System bid spec states that the hoist will be equipped with rubber-mounted diamond plate fenders: Fenders on this model are not rubber-mounted.

Auxiliary controls shall be mounted in the cab near the hook hoist controls: Diablo does not offer in-cab tarp controls due to liability.

All information for the hook hoist system, chassis, and tarping system is available.

2. Northland Truck Sales

5% Bid Bond present

Bid: 2027 Freightliner 114SD Plus 450hp with DD13-Detroit Engine Ampliroll Hoist and O'Brian Diablo Tarper

Estimated Delivery: Approximately 180 Days ARO

Total Cash Price: $258,905.00

Exceptions:

Cab Exterior requests heated convex mounted below and above primary mirrors: They are only provided below primary mirrors.

Auxiliary controls shall be mounted in the cab near the hook hoist controls: Diablo does not offer in-cab tarp controls due to liability.

Information provided for the hook hoist system and chassis.

CITY OF Dickinson North Dakota | Public Works

3. Westlie Truck Center

5% Bid Bond present

Bid: 2027 Freightliner 114SD 450 hp with DD13-Detroit Engine Galbreath Hoist with O'Brian Diablo Tarper

Estimated Delivery: July 15th

Total Cash Price: $236,080.00

Exceptions:

Lift Axle Warranty requested is 36 months: Only a 1 year is offered.

It is requested that the hoist be equipped with a safety valve: There is none provided.

Dump angle is requested to be 50 degrees: Dump angle is only 49 degrees.

Main frame is requested to be equipped with two single rear rollers: Two dual rear rollers are provided.

Auxiliary controls shall be mounted in the cab near the hook hoist controls: Diablo does not offer in-cab tarp controls due to liability.

Only information provided is on the chassis and engine.

It is staff's recommendation that we go with the low bid of Westlie Truck Center, the 2027 Freightliner with the Galbreath Hook for $236,080.00.

CITY OF Dickinson North Dakota | Public Works

3 March, 2026

RE: Land Lease Renewal with Randy Hondl

This is an agreement between the City of Dickinson and Randy Hondl to lease a portion of property within the following description for farming purposes:

NW1/4 of Section 16, Township 139 North, Range 96 West of the 5th P.M., Stark County, North Dakota, comprising of approximately 111 acres

The annual rent for this property is $40.00/acre (total $ 4,440.00) for the term of 1-year effective February 10, 2025. The Landlord reserves the right to cancel, terminate, or modify this lease at any time during the term hereof, if in the judgement of the Board of City Commissioners of the City of Dickinson, the leased premises, or a portion thereof, are needed or required for municipal or other public purposes.

The text of the agreement is identical to that of last year's lease. Public Works staff recommends approval.

Thank you,

Jake Waldo
Interim Public Works Director

CITY OF DICKINSON
FARM LEASE

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

Date: _____

Landlord: City of Dickinson
38 1st Street West
Dickinson, ND 58601

Tenant: Randy Hondl
3949 112th Avenue SW
Dickinson, ND 58601

Property Legal Description:

That part of the NW1/4 of Section 16, Township 139 North, Range 96 West of the 5th P.M., Stark County, North Dakota,

EXCLUDING that portion of the premises behind used and utilized by the City of Dickinson, Stark County, North Dakota, as depository of rubbish and garbage and that portion of the premises described as Lot 1, Block 1, Fireguard Subdivision and Cemetery Subdivision, and

EXCLUDING that portion of the premises commencing at the northeast corner of the NW1/4 of Section 16, T139N-R96W; thence South 01° 37' 18" west along the east boundary line of said NW1/4 for 40.00 feet to a point on the south Right-of-Way line of 8th Street SW, said point also being the northwest corner of Southpark 1st Addition of the City of Dickinson, Stark County, North Dakota; thence continuing South 01° 37' 18" West along the west boundary line of said Southpark 1st Addition for 597.30 feet to the southwest corner of said Southpark 1st Addition of the City of Dickinson, Stark County, North Dakota; thence South 61° 00' 13" West for 176.76 feet; thence North 29° 00' 22" West for 258.60 feet to the P.C. (Point of Curvature) of a curve to the Right having a radius of 475.00 feet; thence along said curve to the Right (the chord of which bears North 13° 52' 04" West, 248.09 feet) an arc length of 251.00 feet to the P.T. (Point of Tangency) of said curve to the Right; thence North 01° 16' 13" East for 225.75 feet to a point on the south Right-of-Way line of 8th Street SW; thence South 88° 22' 28" East along said south Right-of-Way line for 351.50 feet to the Point of Beginning. Said tract of land containing 4.58 Acres, more or less, and also known as Southpark Third Addition, City of Dickinson, Stark County, North Dakota.

Said premises under this lease comprises approximately 111 acres.

Number of Acres: 111

Annual rent: $40.00 per acre Total Annual Rent: $4,440

Rental Term From: March 10th, 2026 to: March 9th, 2027

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

2. **Rental Term.** The term of this Lease shall be for the Rental Term stated herein, unless terminated earlier pursuant to the provisions of this Agreement. On or before the end of the Rental Term, the parties hereto shall enter into negotiations for any renewals or extensions of the Lease; provided, however, that neither Landlord nor Tenant shall be bound to renew or extend this Lease. Tenant will, at the termination of this Lease, peacefully surrender possession of the Leased Premises to Landlord, and shall immediately and upon demand remove any and all hay and other personal property owned by Tenant.

3. **Rental Amount.** Tenant hereby agrees to pay as rent for use of the Leased Premises the sum stated herein. Such payment shall be due on or before March 9th of the Lease Year.

4. **Permitted Uses.** The Leased Premises shall be used by Tenant only for purposes of raising crops, and for no other purpose. Tenant hereby agrees to get approval from Landlord for crop selection, prior to planting, and to provide a report of the crop yield to Landlord prior to December 31st of each Lease year. Tenant also agrees that no crops will be sold for human consumption.

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

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

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

by Tenant in the agricultural or any other operations to be conducted by Tenant on the Leased Premises.

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

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

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

11. **Liens against Tenant.** Tenant shall not permit any lien to attach to growing crops, the Leased Premises, or any improvement thereon.

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

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

14. **Termination for Municipal Purposes.** Landlord reserves the right to cancel, terminate, or modify this Lease at any time during the term hereof, if in the judgement of the Board of City Commissioners of the City of Dickinson, the Leased Premises, or a portion thereof, are needed or required for municipal or other public purposes.

Specifically, the parties acknowledge and agree that the City will dedicate and lease a portion of the Leased Premises to another party or parties for the purposes of a pipe lay-down yard and outside storage facility.

Landlord shall reimburse Tenant for damages or loss to crops due to termination of part or all of the Lease pursuant to this paragraph. However, there shall be no reimbursement to Tenant

in the event that the location of the proposed lay-down yard does not interfere with the farming operations of Tenant.

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

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

17. **Entire Agreement.** This Lease contains the entire agreement between and among the parties hereto, and supersedes all prior and contemporaneous discussions, negotiations, understandings and agreements, whether oral or written, express or implied, between or among them relating to the subject matter of this Lease. This Lease may not be amended orally, nor shall any purported oral amendment (even if accompanied by partial or complete performance in accordance therewith) be of any legal force or effect or constitute an amendment of this Lease, but rather this Lease may be amended only by an agreement in writing signed by the parties.

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

(signatures begin on next page)

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

LANDLORD
City of Dickinson, a North Dakota municipal corporation

By: _____
Scott Decker, President
Board of City Commissioners

ATTEST:

By: _____
Dustin Dassinger
City Administrator

STATE OF NORTH DAKOTA)
)ss
COUNTY OF STARK)

On this _____day of _____, 20___, before me personally appeared **Scott Decker** and **Dustin Dassinger**, known to me to be, respectively, the President of the Board of City Commissioners and the City Administrator for the City of Dickinson, the persons who are described herein and who executed the within and foregoing instrument and acknowledged to me that the City of Dickinson executed the same.

_____
Notary Public
Stark County, North Dakota

TENANT

By: _____

By: _____

STATE OF NORTH DAKOTA)
)ss
COUNTY OF STARK)

On this _____day of _____, 20___, before me personally appeared _____ and _____, known to me to be the persons are described herein and who executed the within and foregoing instrument and acknowledged to me that they executed the same.

_____
Notary Public
Stark County, North Dakota

DICKINSON FIRE DEPARTMENT

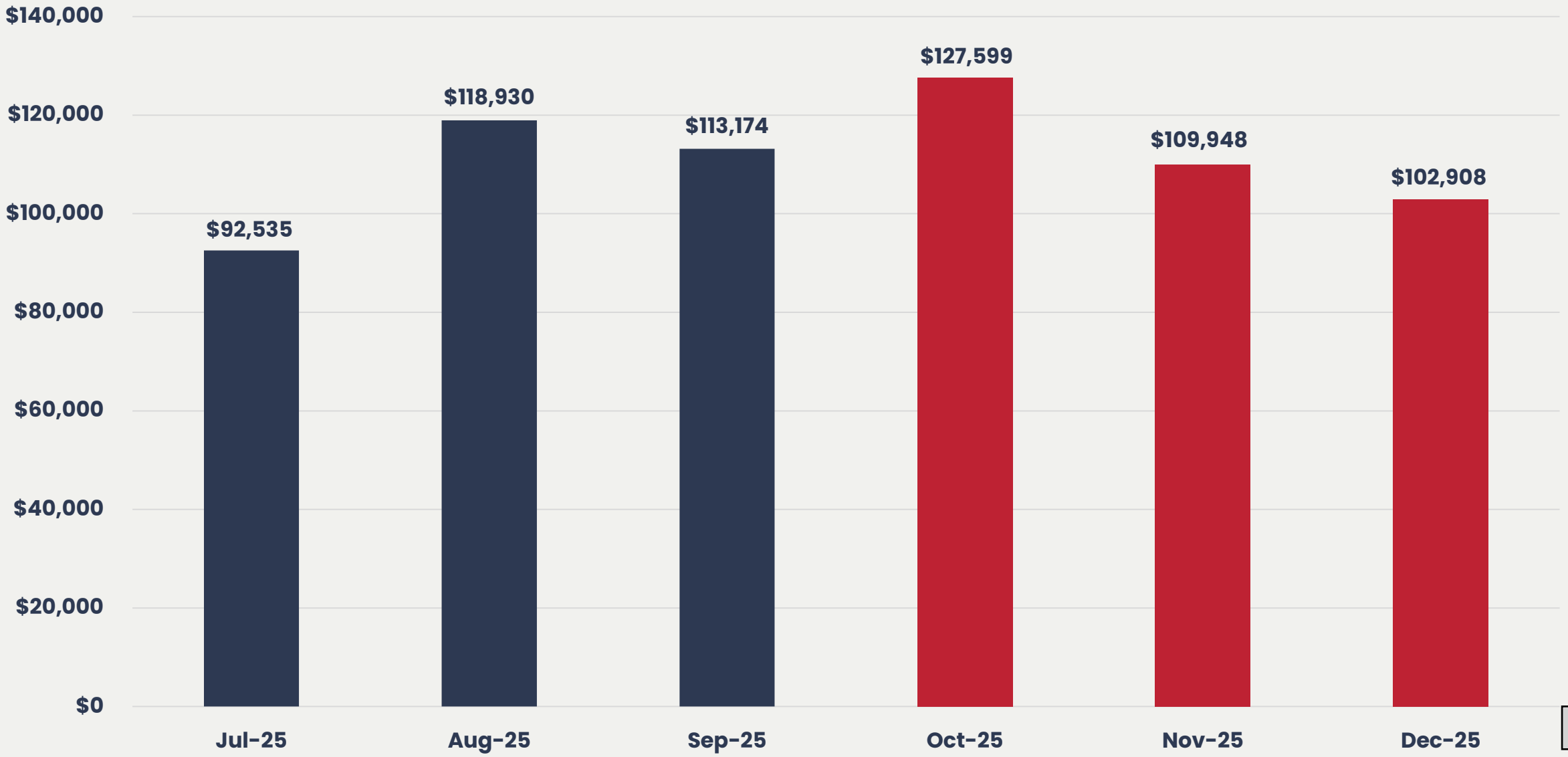
ANNUAL EMS REPORT

Financial Landscape: Investment to Stability

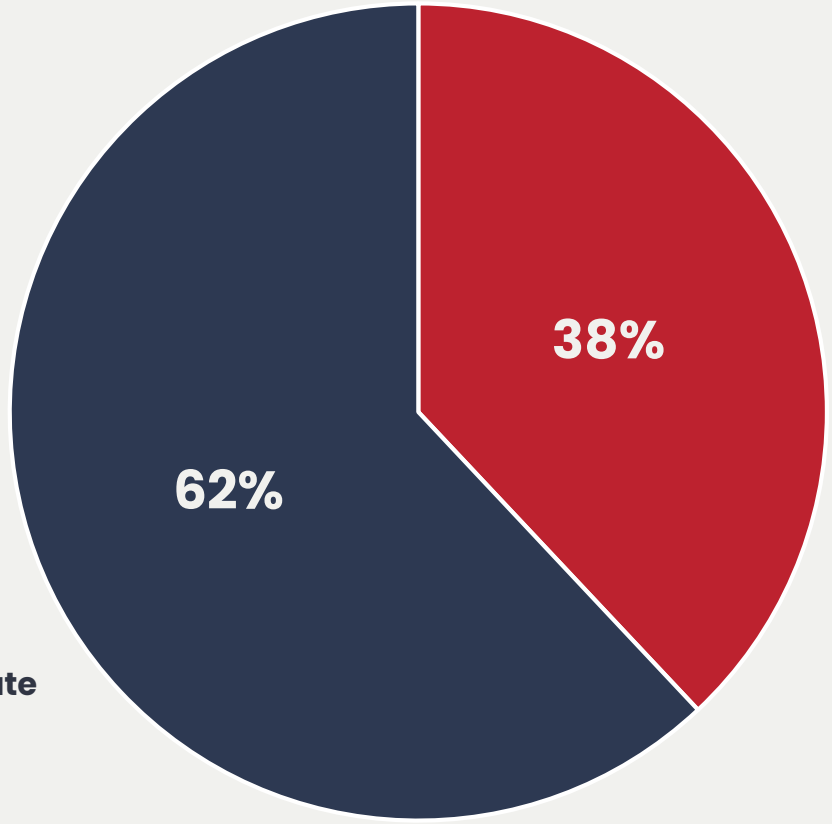
Category	2024 (Actual)	2025 (Actual)	2026 Budget
Transfer In-Stark County	$1,200,000	$600,000	$500,000
Transfer In-City of Dickinson	$1,200,000	$577,350	$588,780
Revenues	$-	$547,231	$1,624,000
Total Funding	$2,400,000	$1,724,581	$2,712,780
Operating Expenses	$182,782	$1,739,791	$2,459,350
Capital	$121,714	$2,080,294	$201,000
Total Expenses	$304,496	$3,820,085	$2,660,350
Balance	**$2,095,504**	**$(2,095,504)**	**$52,430**

The 2025 fiscal year reflected heavy capital investment ($2.08M) and operating ramp-up expenses ($1.73M), resulting in a planned deficit.

2025 Revenue Trends



Charge Structure Analysis



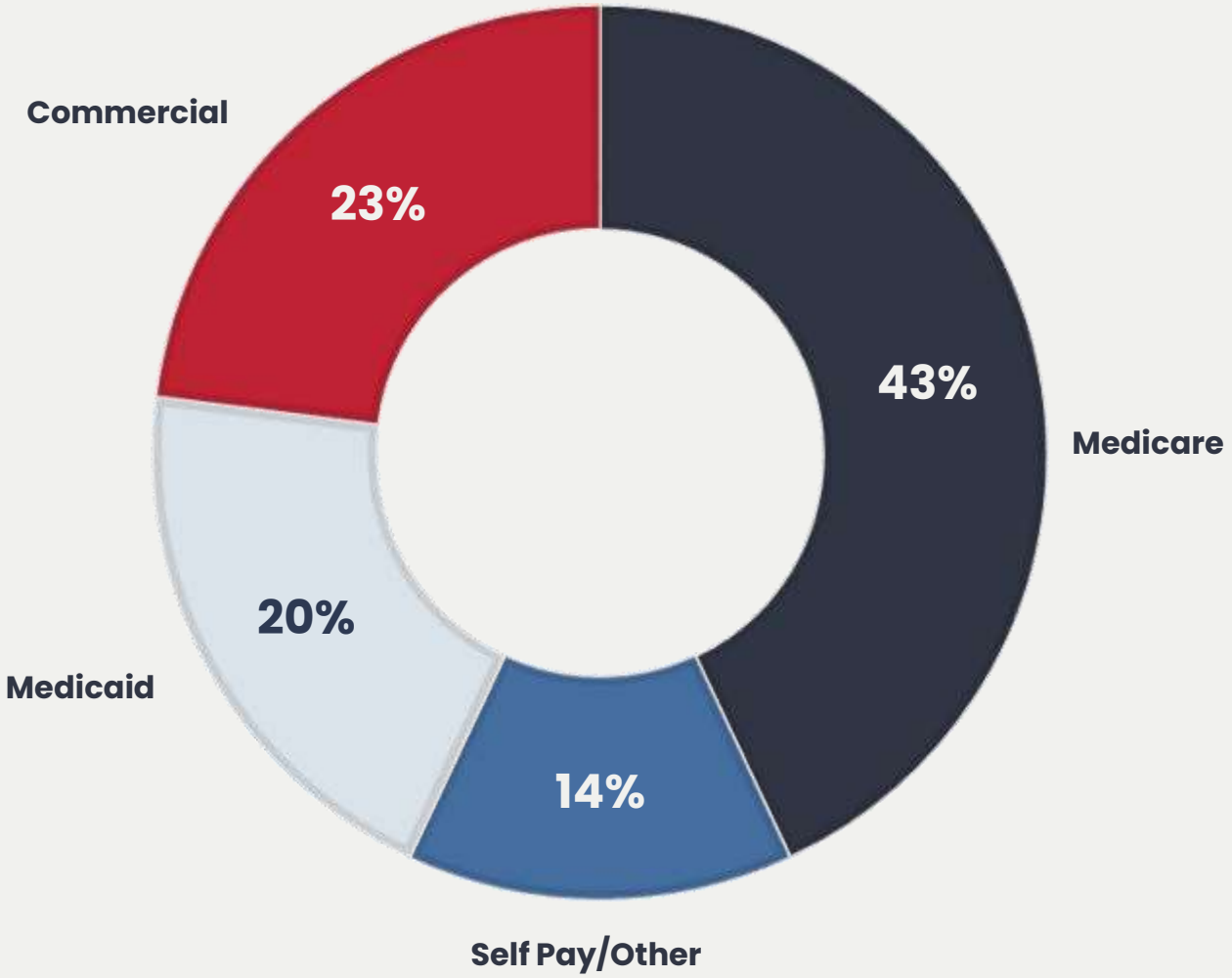
Avg Gross Charge

$673.98

2025 Average

Revenue generation is balanced between call volume (base rate) and service area coverage (mileage).

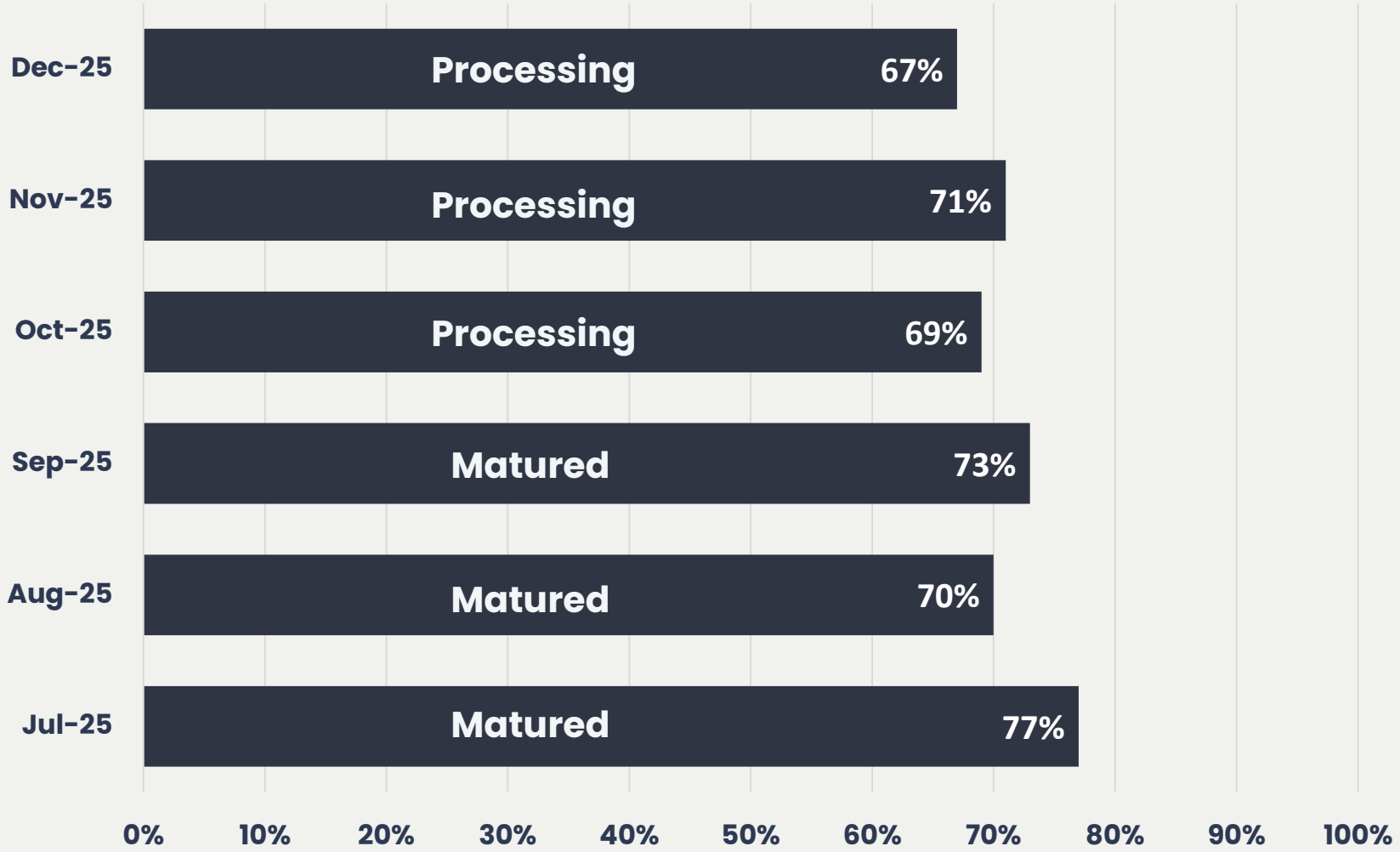
Payor Mix



Strategic Implications

- **High Government Volume:** Medicare/Medicaid comprises ~63% of patient volume.
- **Compliance Criticality:** Government payors require rigorous documentation for reimbursement.
- **Commercial Balance:** 23% Commercial mix provides necessary offset to lower government rates.

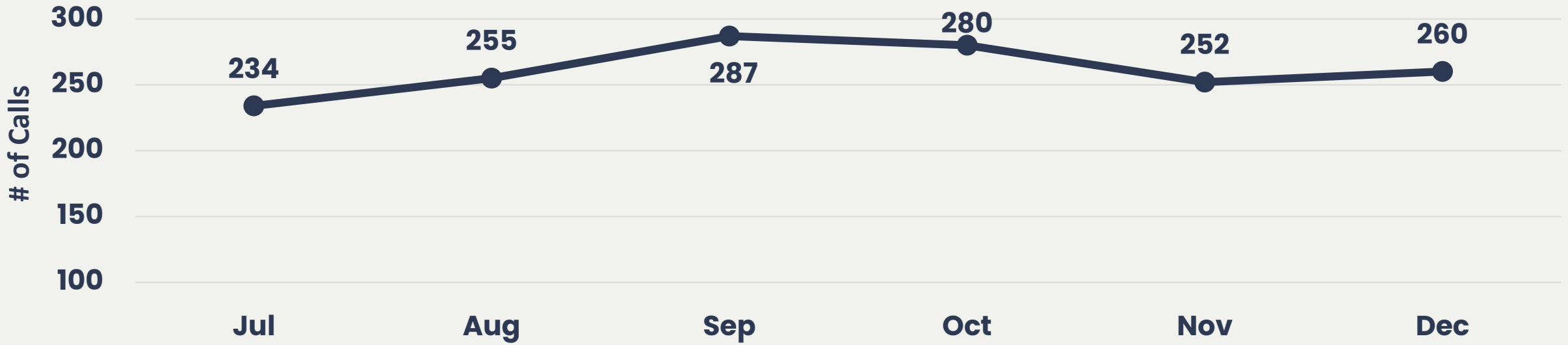
Collection Trends & Lag Time

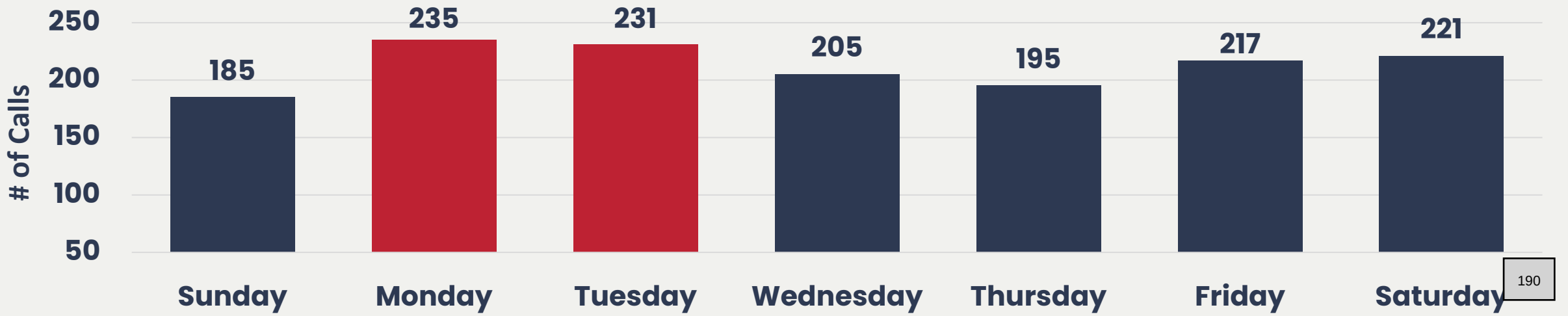


Insight:

The drop in December, November, and October is not lost revenue. Government payors take 30-90+ days to settle claims. These months are currently in the pipeline.

Operational Rhythm





Response Metrics

Avg Chute Time

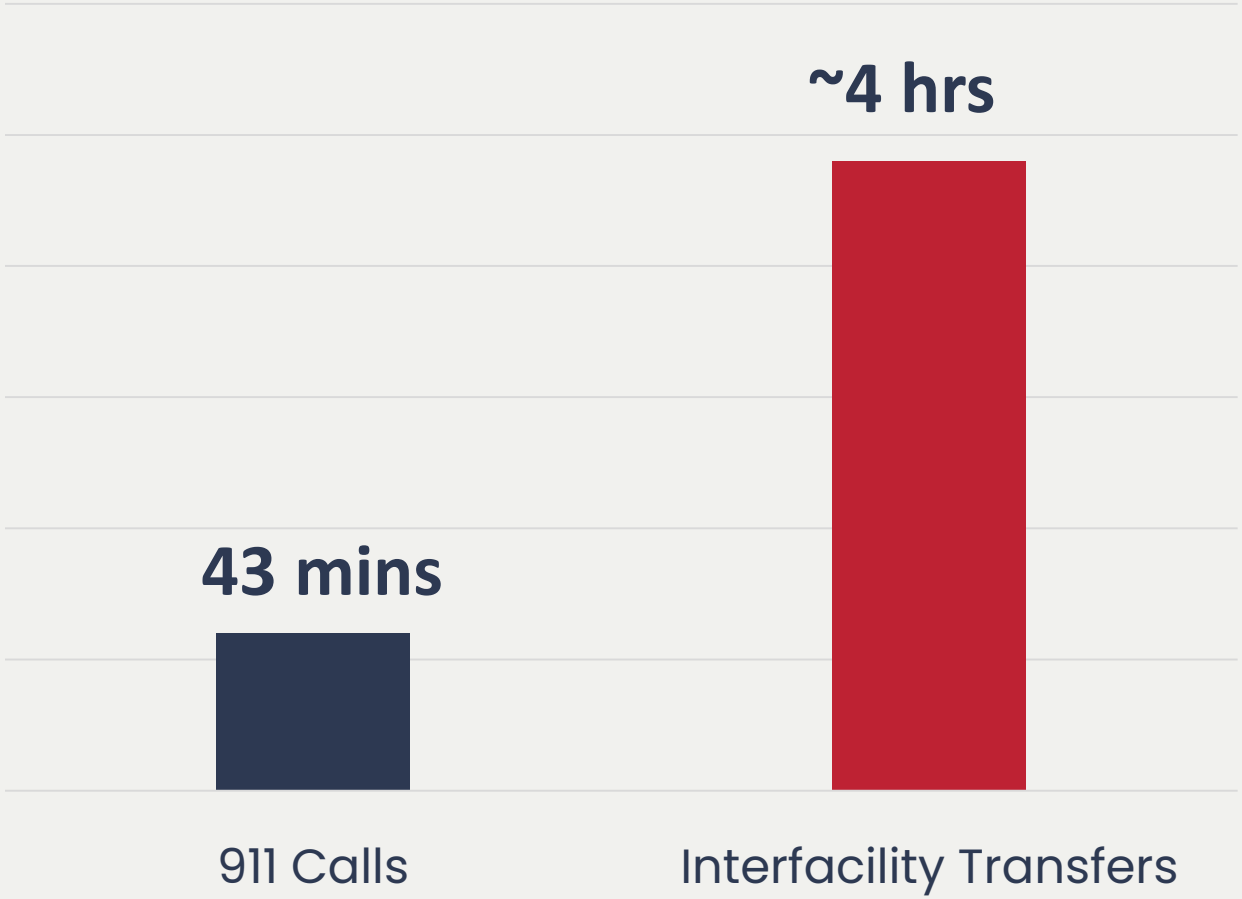
Time from dispatch to wheels rolling.

Avg 911 Response Time

Time from dispatch to arrival.

Fast response times are the direct result of operational readiness.

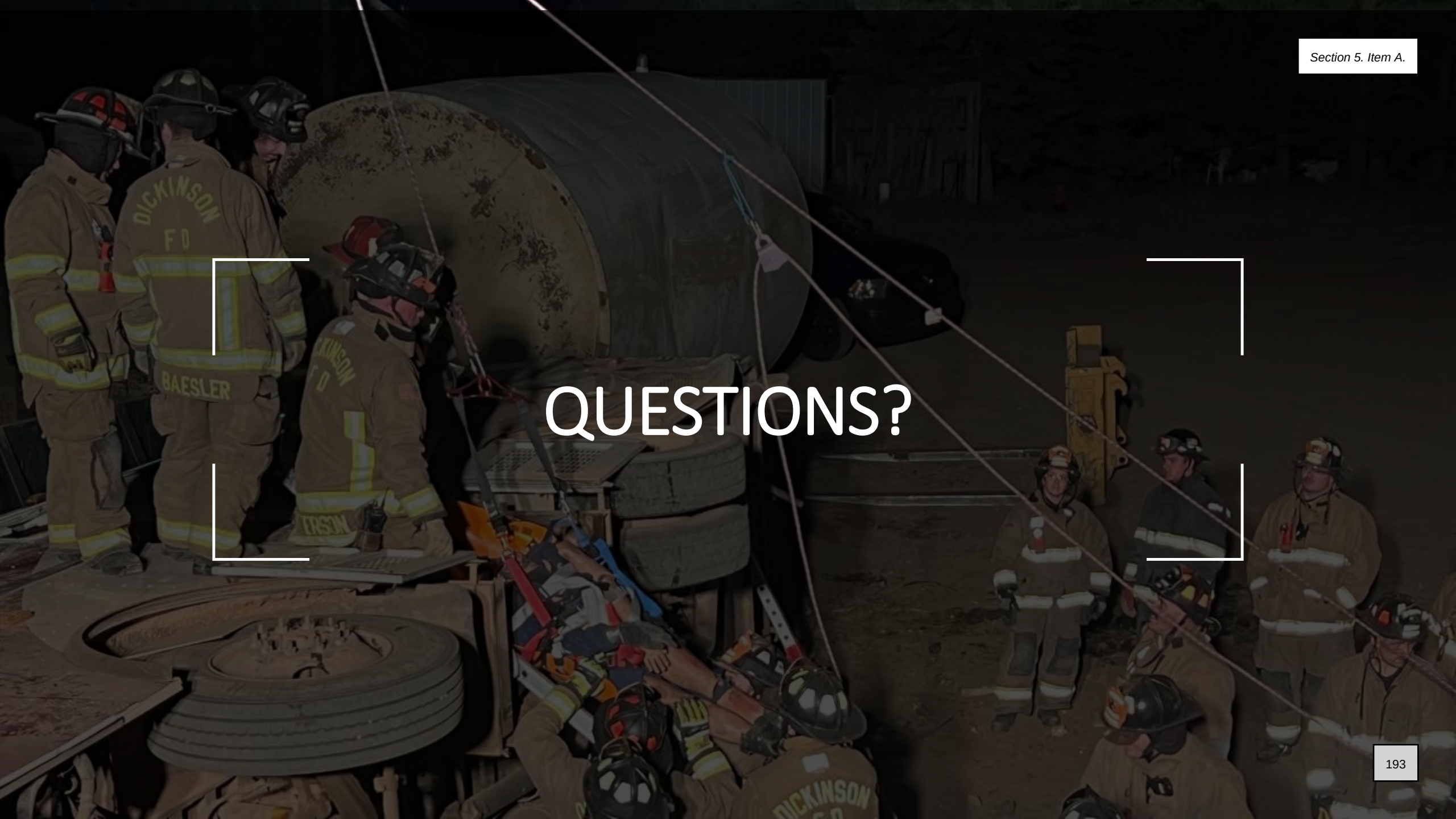
Resource Utilization: 911 vs. Transfers



~ 1,233 Patient Transports

323 Interfacility Transfers

Transfers require ~4x the resource time of a 911 call.



QUESTIONS?

Code Changes: Section 62-56. – Amendment procedure.

e) "Required notice and publication for rezoning, special use permits, and text amendments.

1) Notice of public hearings—Rezoning, special use permits. Prior to consideration of a rezoning or special use permit, notice of public hearings shall be provided by the following methods~~, as determined by the City~~:

a. Publication. At least 15 days before the date of hearing, the Zoning Administrator shall have published in a daily newspaper having a general circulation in the City a notice of the time, place and subject matter of such hearing.

b. Notification by mail. At least ten days prior to the date of hearing, the party initiating the rezoning request shall present the Zoning Administrator a certified address list of those persons who own property within 300 feet of the subject site. The Zoning Administrator shall mail notice of the time, place and subject matter of the hearing to such property owners at least ten days prior to the date of the hearing.

~~c. Notification by petition. The applicant shall acquire the signatures of the owners of all properties within 200 feet of the property line in question indicating their approval of the proposed rezoning.~~

2) Notice of public hearings—Text amendments. Prior to consideration of a text amendment, notice of public hearings shall be provided by publication as provided in Subsection (d)(1) of this section."

CITY OF Dickinson North Dakota

Rezone Notice by Petition Text Amendment Staff Report

To: City of Dickinson Planning and Zoning Commissioners
From: City of Dickinson Community Development Services
Date: February 4, 2026
Re: ZTA-003-2026 Section 62 – Rezone Notice by Petition

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

Public Hearing	February 11, 2026	Planning and Zoning Commission
Public Hearing	February 17, 2026	City Commission
Final Consideration	March 3, 2026	City Commission

Community Development staff is requesting approval of zoning text amendments to Section 62-56 – Amendment procedure, in Chapter 62-Zoning of the Dickinson Municipal Code, to remove the requirement placed on rezoning and Special Use Permit (SUP) applicants to notify adjacent property owners through petition signature collection. This amendment also clarifies the specific procedure the City utilizes to notify adjacent properties of any public hearings.

Staff recommendation: Staff recommends approval of this text amendment.

The proposed ordinance amending Chapter 62 addressing removal of notice by petition is included with this staff report.

DRAFT

STAFF ANALYSIS

BACKGROUND

In response to a previous development application, a resident brought up a requirement in Section 62-56(e)(1) of the Dickinson Municipal Code that states "*Notice of public hearings—Rezoning, special use permits. Prior to consideration of a rezoning or special use permit, notice of public hearings shall be provided by the following methods, as determined by the City*:", and one of the methods listed is "*Notification by petition. The applicant shall acquire the signatures of the owners of all properties within 200 feet of the property line in question indicating their approval of the proposed rezoning*." Based on the above sections, the City has the authority to determine whether City staff or applicants must notify adjacent property owners following the associated methods.

COMPATIBILITY, COMPLIANCE, AND RECOMMENDATIONS

Compatibility with the Municipal Code

The requirements for noticing Planning and Zoning Commission public hearings, as outlined in Section 62-56(e), align with the requirements stated in NDCC 40-47-04. However, there is no requirement in the Century Code for a notice by petition, so the City of Dickinson is able to remove the requirement from the Municipal Code. Additionally, the amendment clarifies that all rezoning and Special Use Permit applications shall be consistent and not up to the discretion of the City.

Upon further review of the notification by petition requirements, Community Development staff determined the process would place an undue burden on applicants and potentially halt even favorable rezoning or SUP applications in the event any adjacent property owners are not available to sign a petition.

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-003-2026.

MOTIONS:

*****Approval*****

"I move the City of Dickinson Planning and Zoning Commission recommend approval of **ZTA-003-2026: The Rezone Notice by Petition 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-003-2026: The Rezone Notice by Petition 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 PUBLIC HEARING NOTICES FOR REZONING REQUESTS AND SPECIAL USE PERMITS

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

SECTION 1: Section 62-56. – Amendment procedure. of Chapter 62 of the Municipal Code of the City of Dickinson is hereby amended and re-enacted as follows:

Sec. 62-56. – Amendment procedure.

a) Purpose. The amendment procedures describe the methods by which changes may be made in the text of the zoning ordinance (text amendment) and/or the official boundaries of zoning districts (rezoning).
b) Initiation of amendments.
    1) Text amendments may be initiated by the Planning Commission or Board of City Commissioners.
    2) Re-zonings may be initiated by a property owner or authorized agent, the Planning Commission, or the Board of City Commissioners.
c) Rezoning application requirements. An application for a rezoning may be filed with the Planning Director, or a designee. The application shall, at a minimum, include the following information:
    1) Name and address of the applicant.
    2) Owner, address and legal description of the property.
    3) A description of the reason for the rezoning application and the nature and operating characteristics of the proposed use.
    4) Any graphic information, including site plans, elevations, other drawings, or other materials determined by the Building Official to be necessary to describe the proposed use to approving agencies.
    5) Completed submittal checklist with all required agency comments.
d) Amendment process.
    1) The Planning Commission, following 15 days' notice and publication, shall hold a public hearing on each proposed text or rezoning and, following such public hearing, shall recommend action to the Board of City Commissioners. A vote either for or against an amendment by a majority of all Planning Commission members shall constitute a recommendation to the Board of City Commissioners. A vote either for or against an amendment by less than a majority of all Planning Commission members shall constitute a failure to make a recommendation to the Board of City Commissioners.
    2) The Board of City Commissioners shall act on the proposed amendment. On applications which receive a recommendation of approval from the Planning

Commission, a majority vote of those members elected to the Board of City Commissioners is required for approval.

3) Protest. If a valid protest petition opposing an amendment is filed with the City Administrator, or a designee, by eligible property owners, a three-fourths vote of those members elected to the Board of City Commissioners is required for approval. A valid protest petition must meet the following criteria:
    a. Submission of the petition in the Office of the Building Inspector within 14 days after the conclusion of the public hearing on the amendment by the Planning Commission.
    b. Notarized signatures by at least one of the following:
        1. The owner or owners of at least 20 percent of the property proposed for rezoning.
        2. The owners of 20 percent of the total area, excepting public rights-of-way and public property, within the zoning jurisdiction of the City and within 150 feet of the proposed rezoning.

e) Required notice and publication for rezoning, special use permits, and text amendments.

1) Notice of public hearings—Rezoning, special use permits. Prior to consideration of a rezoning or special use permit, notice of public hearings shall be provided by the following methods~~, as determined by the City~~:
    a. Publication. At least 15 days before the date of hearing, the Zoning Administrator shall have published in a daily newspaper having a general circulation in the City a notice of the time, place and subject matter of such hearing.
    b. Notification by mail. At least ten days prior to the date of hearing, the party initiating the rezoning request shall present the Zoning Administrator a certified address list of those persons who own property within 300 feet of the subject site. The Zoning Administrator shall mail notice of the time, place and subject matter of the hearing to such property owners at least ten days prior to the date of the hearing.
    ~~c. Notification by petition. The applicant shall acquire the signatures of the owners of all properties within 200 feet of the property line in question indicating their approval of the proposed rezoning.~~
2) Notice of public hearings—Text amendments. Prior to consideration of a text amendment, notice of public hearings shall be provided by publication as provided in Subsection (d)(1) of this section.

f) *Notification by mail of school district.* The Zoning Administrator shall mail notice of the time, place and subject matter of any Planning Commission rezoning hearings to the Public and Parochial School District Administrative Officials and/or Chairpersons of the Board of Education, within whose boundaries the subject site is located. The notification shall be submitted to the applicable official and/or Board of Education at least ten days prior to the date of such meeting. Each school district to be affected by such rezoning proposal shall be notified.

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

Gate City Bank Revitalization Program Annual Renewal

Presented by: City Planner, Natalie Birchak

CITY OF Dickinson North Dakota

Annual Renewal

- In 2025, Gate City Bank partnered with the City of Dickinson to establish the Dickinson Revitalization Program, designed to assist homeowners pursuing major or minor home renovations through offering low-interest loans
- The City saw a total of six (6) applicants utilize approx. $220,800 through this program in 2025
- Gate City Bank has approved the City of Dickinson for $1 million available to residents applying for loans through the Dickinson Revitalization Program in 2026
- The program is available on a first-come, first-serve basis

CITY OF Dickinson North Dakota

Applications

- Applications will be available on the City of Dickinson's website and can be submitted either by mail or electronically.
- These applications will first be reviewed by City staff to ensure the project meets the requirements of the program, then they will be reviewed by Gate City Bank for loan eligibility.
- The program will start accepting applications on March 16th, and residents can apply until October 31st.

CITY OF Dickinson North Dakota

Thank you!

CITY OF Dickinson North Dakota

Dickinson Revitalization Program Application

Thank you for your interest in applying for a Dickinson Neighborhood Revitalization Initiative (NRI) Loan. We look forward to working with you on a project that will improve your home and help to enhance the neighborhood in which you live.

ELIGIBLE IMPROVEMENT COSTS:

Funds may be used to address code and structural corrections, energy improvements, and general property improvements. Loans are available to finance new improvements not yet under construction and no work in the City ROW is eligible (including, sidewalk repairs, water main connections, etc.) If there are any code corrections identified during inspections, they must be addressed as part of the project.

APPLICANTS:

A loan applicant must be the owner-occupant of the home and meet Gate City Bank's credit standards for repayment of the improvement loan.

PROPERTY REQUIREMENTS:

☐ Located within the City of Dickinson municipal. boundaries
☐ Zoned for residential use
☐ Outside of 100-year floodplain
☐ Current assessed property value at $300,000 or less
☐ Owner-occupied single-family homes on permanent foundation (including Condos & Townhomes)
☐ Current on property taxes and special assessments

INELIGIBLE PROPERTY TYPES:

- Rental Condos
- Mobile Home (not on permanent foundation)
- Rental Townhomes
- Rental Property (includes Duplexes & Apartments).

LOAN TERMS:

- Repayment options of 10 or 15 years with an APR as low as X.XX%**
- Minimum loan $10,000/Maximum loan $100,000
- Maximum loan-to-value 90%
- Property owner responsible for closing costs & customary fees (including possible appraisal fees if required)

*** A $50,000 home equity loan at X.XX% interest rate for 120 monthly payments of $XXX.XX will have a X.XX% annual percentage rate.*

Project to be completed within 9 months of loan closing. First payment due on Gate City Bank loan within 30 days from completion of project.

PROJECT MUST INCLUDE AT LEAST ONE:

☐ Foundation work (drain tile, bracing)
- Structural changes require inspection by City staff.

☐ Siding, roofing, windows, garages, or other major exterior upgrades
☐ Addition of bedroom or new living space
☐ Major interior remodeling (i.e., kitchen remodel, bathroom remodel)
☐ Replacement of major mechanical systems (furnace, electrical system, plumbing)
☐ Landscaping, Porch or Decking Addition or Updates
☐ Water & Sewer Upgrades
☐ Radon Mitigation

QUESTIONS on Property, Contractor, or Renovation Items?

Call or E-mail City of Dickinson Planning Department – Natalie Birchak.
Phone: 701.456.7812
Email: Natalie.Birchak@dickinsongov.com

QUESTIONS on Loan Processing/Appraisals?

Call or E-mail Jocelyn Allen (NMLS# 2456149) at Gate City Bank
Phone: 701.456.7207
E-mail: jocelynallen@gatecity.bank

PLEASE SUBMIT YOUR COMPLETED APPLICATION TO:

City of Dickinson Planning Department
38 1st Street W, Dickinson, ND 58601 or email Natalie.Birchak@dickinsongov.com

Revised 2/172025

EQUAL HOUSING OPPORTUNITY

APPLICATION REQUIREMENTS:

At the time of application, applicants will be required to obtain any relevant building permits and pay any associated fees for the work through the city. Applicant to provide bids/estimates at the time of application. After the work is completed and inspection may be necessary to complete the permit. Contact the City Building Department for more information on permits, fees, and inspections process, 701.456.7803.

REPAYMENT OPTION APPLICANT IS INTERESTED IN:
(check one box below):
☐ 10-Year ☐ 15-Year

APPLICATION DEADLINE:
The deadline to apply for the 2026 Dickinson Revitalization Program is **October 31, 2026.**

SECTION A: General Information

Name - Applicant 1		Daytime Phone with Area Code	
Name - Applicant 2		Daytime Phone with Area Code	
Address			
E-mail – Applicant 1			
E-mail – Applicant 2			
Estimated Amount Requested			

SECTION B: Property Information

What type of work are you interested in completing? Check (✓) and describe below.	
Types of Work	**Describe Work**
☐ Electrical	
☐ Plumbing	
☐ Heating/Cooling	
☐ Foundation/Basement	
☐ Roof	
☐ Windows/Doors	
☐ Siding	
☐ Garage	
☐ Addition	
☐ Kitchen Remodel	
☐ Bath Remodel	
☐ Interior Finishes	
☐ Accessibility	
☐ Landscaping/Deck	
☐ Convert from Rental	
☐ Other	

EQUAL HOUSING OPPORTUNITY

SECTION C: Additional Property Information

How many bedrooms, above grade, are in your house?	How many bedrooms, below grade with egress, are in your house?	
How many bathrooms: Full ☐ 3/4 bath ☐ 1/2 bath _____	Total square footage?	Estimated current market value: $_____
What type of heating system is in your home? (circle one) Gas ☐ Electric ☐ Other _____	Cooling system? (circle one) Central Air Wall Air Other _____	
Basement finished, partially finished, or not finished. (if partial, please note what percentage is finished)	Homeowner's Insurance Company: _____ Agent's Name: _____ Agent's Phone: _____	
Please describe any existing, notable interior features or upgrades to your home (e.g., fireplace, sauna, hot tub, sunroom, bar, patio, deck, fence, home theatre, full kitchen/bathroom remodels, stone c o u n t e r t o p s , finished basement):		

Amount applicant is requesting to borrow: $ _____

Completed applications will be forwarded to Gate City Bank for loan review and the loan decision will be provided by Gate City Bank. Credit Decision and Approval is completed by Gate City Bank, City of Dickinson is not involved in the final decision for the loan.

All information furnished is for confidential use of the City of Dickinson or Gate City Bank. Under North Dakota Law, it is a crime to use false or misleading information in this application in order to qualify for a loan.

Signatures: I certify that everything I have stated in this application and on any attachments is correct. You may keep this application whether or not it is approved. I authorize you to check my credit and employment history and to answer questions others may ask about my credit with you. I understand that I must update the credit information at your request if my financial situation changes.

_____ _____

Signature **Date** **Signature** **Date**

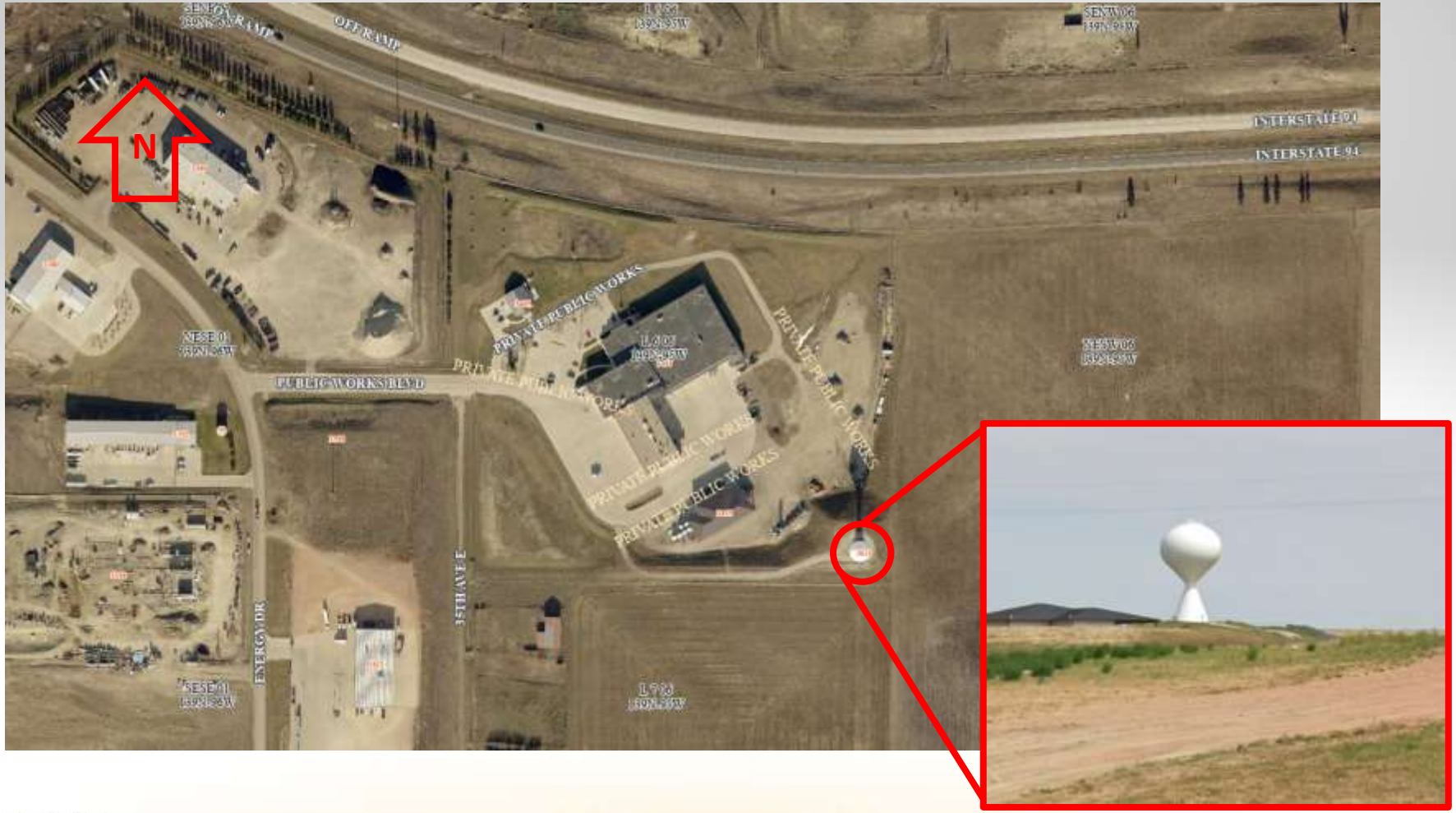
EQUAL HOUSING OPPORTUNITY

Maguire Iron Notice of Award

Presented by: Kris Keller, Senior Engineer

CITY OF Dickinson North Dakota

East Water Tank Vicinity Map



CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota

ENGINEERING MEMORANDUM

February 26, 2026

RE: March 3, 2026 Commission Meeting

EAST WATER TANK COATING – NOTICE OF AWARD (202512)

For your consideration is a notice of award to Maguire Iron Inc (Maguire). Maguire submitted a bid of $175,000 for the project as designed and specified. This is $152,000 below the engineer's estimate. Five (5) bids were opened for this project.

The next step in this project is contract development which will be brought to the commission after engineering and legal review.

The Notice of Award was reviewed by the City Attorney.

The project will be funded by the GPT.

The City Engineering staff recommends approval.

Bartlett & West
Driving Community and Industry Forward, Together.

February 25, 2026

City of Dickinson
Attn: Kristopher Keller, P.E.
38 1st Street West
Dickinson, ND 58601

SUBJECT: City of Dickinson Contract 202512, East Tank Interior Coating Replacement
Review of Bids Received
W.O. 19796.005

Mr. Keller:

On Tuesday, February 24, 2026, bids were opened for City of Dickinson Contract 202512, East Water Tank Interior Coating Replacement. The scope of work generally consists of furnishing all labor and materials required to rehabilitate the interior (wet) coating system at the East Water Tank. The interior (wet) tank coating system rehabilitation shall consist of: removing the entire existing interior (wet) coating system with sandblasting; applying a new interior (wet) two (2) coating system consisting of one (1) coat zinc primer and one (1) coat epoxy; rehabilitation or replacement of steel in areas of corrosion; replacement of the existing drain valve in the bottom of the tank bowl, removal of the interior ladder in its entirety; install (weld anchors for future impressed cathodic protection), and other appurtenant items as required by the Project Drawings, Specifications, and Contract Documents. The East Water Tank is located in Stark County in the City of Dickinson, ND. The date for Substantial Completion is November 1, 2026.

Five (5) bids were received for this project, from: Maguire Iron of Sioux Falls, SD; O&A Classic Coatings of Hurst, TX; Viking Industrial Painting of La Vista, NE; Worldwide Industries of Butler, PA; and Classic Protective Coatings of Menomonie, WI.

A tabulation of the responsive bids received is attached. A summary is shown on the following table.

City of Dickinson
Contract 202512
East Water Tank Interior Coating Replacement

Bidder	Bid Amount	Amount Higher than Low Bidder
Maguire Iron, Inc. Sioux Falls, SD	$175,000.00	NA
O&A Classic Coatings & Painting Hurst, TX	$185,400.00	+ $10,400.00 +5.9%
Viking Industrial Painting LaVista, NE	$218,100.00	+ $43,100.00 +24.6%
Worldwide Industries Butler, PA	$243,900.00	+ $68,900.00 +39.4%
Classic Protective Coatings, Inc. Menomoni, WI	$386,950.00	+ $211,950.00 +121.1%
Engineer's Estimate	$327,000.00	+ $152,000.00 +86.9%

3456 East Century Avenue · Bismarck, North Dakota 58503 · Phone (701) 258-1110

The Engineer's Estimate was developed using bid pricing received on recent coating system rehabilitation projects. It appears there was good competition for this project. Maguire Iron, Inc. is a firm that B&W has worked with in the past and is considered qualified to perform this work.

Based on our review, the bid received from Maguire appears to be in accordance with the Advertisement for Construction Bids and the Bid Documents. It is thus considered a responsive bid. We recommend the Contract be awarded to Maguire Iron in the amount of $175,000.00.

The contract documents require that the City of Dickinson award the contract, if awarded, within 61 calendar days after the date of the Bid opening as stipulated in the Advertisement for Construction Bids and on the Bid Form. That date would be April 27, 2026.

The award of the Contract and the Notice to Proceed are dependent on the satisfactory completion and submission of the Contract Documents by Maguire and your review.

If you have any questions or comments, please contact us.

Sincerely,

BARTLETT & WEST, INC.

Jared Huibregtse
Project Manager

File: City of Dickinson Contract 202512: 9.0

NOTICE OF AWARD

Date of Issuance: 3/3/2026

Owner:	**City of Dickinson**	Owner's Contract No.:	**202512**
Engineer:	**Bartlett & West**	Engineer's Project No.:	**019796.005**
Project:	**City of Dickinson East Water Tank Interior Coating Replacement**	Contract Name:	**City of Dickinson East Water Tank Interior Coating Replacement**
Bidder:	**Maguire Iron, Inc.**		
Bidder's Address:	**2001 East Robur Dr., Sioux Falls, SD 57104**		

TO BIDDER:

You are notified that Owner has accepted your Bid dated **February 24, 2026** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: **City of Dickinson Contract 202512, East Water Tank Interior Coating Replacement**.

The Contract Price of the awarded Contract is: **One Hundred Seventy-Five Thousand Dollars and no/100 $175,000.00**

One (1) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

Five (5) sets of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner [Four (4)]counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):
   Provide Insurance Certificates Required.
   Provide evidence of Worker's Compensation coverage.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within fourteen (14) days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner**:** **City of Dickinson**

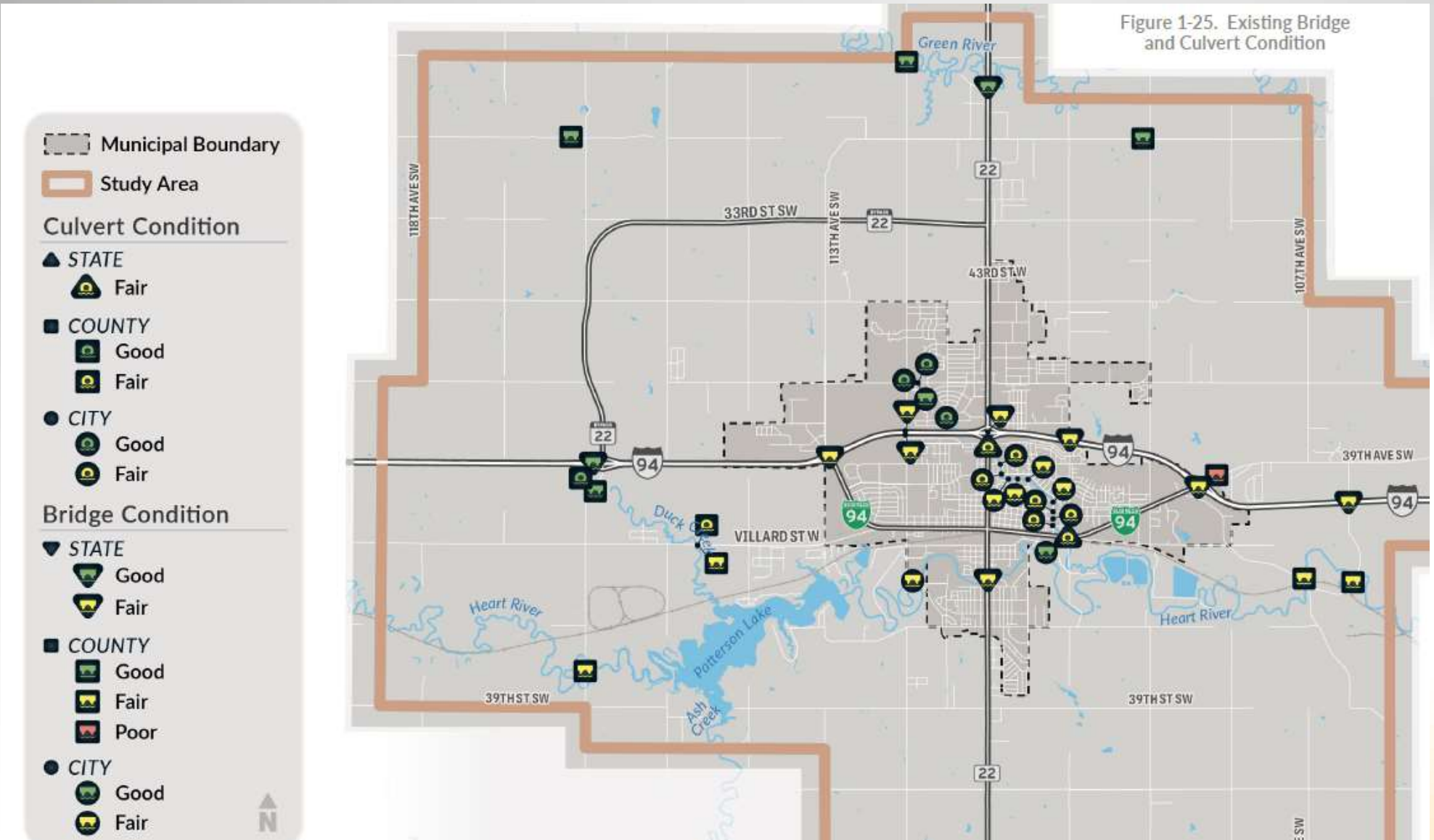
Authorized Signature

By: Scott Decker

Title: Commission President

Copy: Engineer

202615 Various Roadway Structures Project



DKSN03 – 4th Ave E – Over Creek
DKSN04 – 2nd Ave E – Over Creek
DKSN05 – Sims – Over Creek
DKSN06 – 3rd Street – Over Creek
DKSN07 – 2nd St – Over Creek
DKSN08 – 1st St E – Over Creek
DKSN09 – 9th St – Over Creek
DKSN10 – 10th ST W – Over Creek
DKSN11 – 8th Ave E – Over Creek
DKSN12 – State Ave – Over Heart River

202615 Various Roadway Structures Project

Br. No.	Crossing	Size	Skew	Year Built	Condition Ratings			
					Deck	Super	Sub	Culv
DKSN03	Creek	37'W x 32'L 1-Span Channel Beam	0°	1970	8	5	6	
DKSN04	Creek	51'W x 32'L 1-Span Channel Beam	0°	1965	8	5	7	
DKSN05	Creek	51'W x 25'L 1-Span Channel Beam	0°	1965	8	5	6	
DKSN06	Creek	SEPTUPLE 7'X5'X54' CMPA	0°	1970				6
DKSN07	Creek	TRIPLE 8X6X48' PRCB	0°	1982				6
DKSN08	Creek	TRIPLE 8X8X48' PRCB	0°	1982				6
DKSN09	Creek	TRIPLE 8X6X54' PRCB	0°	1982				6
DKSN10	Creek	TRIPLE 8X6X54' PRCB	0°	1982				5
DKSN11	Creek	48'W x 47'L 1-Span Prestr Quad T Beams	0°	1982	6	7	7	
DKSN12	Heart River	51'W x 166'L 3-Span Prestr Spread Box Beams	20°	1986	6	8	6	

CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota

Engineering Memorandum

February 25, 2026

RE: March 3rd Commission Meeting

202615 – VARIOUS ROADWAY STRUCTURES PROJECT TASK ORDER AWARD TO SRF CONSULTING GROUP, INC.

For your consideration is a task order with SRF Consulting Group, Inc. (SRF) to perform engineering services for the City of Dickinson Project Number 202615, the Various Roadway Structures project for a time and materials fee as specified in the contract of **$39,210.68**. This contract is in reference to the proposal received through a request for proposal where three proposals were received. SRF scored the highest score based on their proposal for the project. The City Attorney has reviewed the contract with no comments.

The scope of work included in this contract are; field assessment of each bridge site to collect data, prepare a preliminary concept memo to include repair recommendations, cost estimates for each site, and possible funding options for each site. This contract scope of work is an initial phase of the project with future phases anticipated once this scope of work is completed. Each structure is inspected every other year. Based on the inspections performed in 2025, the following repairs are the most frequently identified; deck spalling/delamination, superstructure beam spalling, culvert joint spalling, and slope protection for erosion/scour.

The project was included on the 2026 Capital Improvement Plan budget utilizing Gross Production Tax to pay for the project.

The City Engineering and Public Works staff recommends approval.

PROFESSIONAL SERVICES AGREEMENT FOR
City of Dickinson Project # 202615; Various Roadway Structure Repair
SRF Project No. 19516.00

This "Agreement," made and entered into by and between City of Dickinson ("Client") having an office at 38 1st Street W, Dickinson, ND 58601 and SRF Consulting Group, Inc. ("SRF") having an office at 2370 Vermont Avenue, Bismarck, ND 58504 and corporate office at 3701 Wayzata Blvd., Suite 100, Minneapolis, MN 55406. The Client and SRF each a "Party" and collectively the "Parties." The Client and SRF, in consideration of the mutual terms and conditions, set forth below, agree as follows:

Article 1: Scope of Services.

(a) SRF shall perform, consistent with the Standard of Care stipulated herein and other terms and conditions of this Agreement, those Services set forth in **Attachment A** (the "Services"). Except as already noted in **Attachment A,** SRF shall not subcontract any portion of the work to be performed under this Agreement without the prior written approval of the Client's authorized representative.

(b) SRF will not perform Services that are not included in the scope of services in **Attachment A** of this Agreement. No terms and conditions or other documents shall be binding on SRF unless a copy of any such terms and conditions or documents has been made part of this Agreement.

(c) SRF will perform its Services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The full extent of SRF responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at SRF's own expense, provided that SRF is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof. **SRF MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.**

(d) SRF shall be responsible for its performance and that of SRF's lower-tier subcontractors or vendors. However, SRF shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors.

(e) SRF will not proceed with performance of any Services in addition to that stipulated in **Attachment A** ("Additional Services") prior to a written amendment signed by both Parties describing the Services to be performed, the schedule for performance, and the compensation to be paid.

Article 2: Contract Requirements.

(a) The Client may inspect project records, documents and accounting procedures and practices of SRF, solely to verify SRF's performance and all expenses submitted pursuant to the terms of this Agreement. All such items will be retained by SRF during the term of this Agreement and for a period of six (6) years after final payment has been made. Any items relating to a claim arising out of the performance of this Agreement will be retained by SRF and its subcontractor(s), if any, until the claim has been resolved.

(b) The Client and SRF expressly agree that SRF is an independent contractor and not an employee, agent, or partner of the Client. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Client and SRF or any employee or agent of SRF. Both parties acknowledge that SRF is not an employee for state or federal tax purposes.

Article 3: Client Obligations.

In addition to other responsibilities of the Client as set forth in this Agreement, the Client shall: (1) provide full information as to the requirements for the Services; (2) assist SRF by placing at SRF's disposal, information in possession of the Client which it believes is pertinent to the Services, and SRF may rely on the accuracy and completeness of this information; (3) give prompt written or verbal notice to SRF whenever the Client observes or otherwise becomes aware of any development that affects the scope or timing of SRF's Services, observes or otherwise becomes aware of the presence at the Project site of any constituent of concern, or of any defect or nonconformance in SRF's Services, the work, or in the performance of any contractor; and (4)

provide SRF in writing any and all policies and procedures of the Client applicable to SRF's performance of Services under this Agreement. SRF will comply with such policies and procedures pursuant to the Standard of Care set forth in Article 1(c) and to the extent compliance is not inconsistent with professional practice requirements (the "Client's Duties").

Article 4: Term of Agreement; Performance Schedule.

(a) This Agreement shall be in effect from the latter of the two signature dates set forth below (the "Effective Date") and will expire on the date all services are completed and final payment has been issued, unless terminated pursuant to Article 8.

(b) SRF shall perform its Services to meet the schedule as expeditiously as is consistent with the exercise of professional skill and care and the orderly progress of the Project. Notwithstanding the foregoing, in no event will SRF be responsible for damages due to delays beyond SRF's reasonable control.

Article 5: Key Personnel.

With respect to this Agreement, SRF and the Client shall designate specific individuals to act as SRF's and the Client's representatives with respect to the Services to be performed or furnished by SRF and responsibilities of the Client under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions related to the Project on behalf of the respective Party whom the individual represents.

SRF:
Ryan Rykowsky
2370 Vermont Avenue
Bismarck, ND 58504
701.354.2409
rrykowsky@srfconsulting.com

Client:
Joshua Skluzacek
38 1st Street W
Dickinson, ND 58601
507-934-7723
joshua.skluzacek@dickinsongov.com

Article 6: Invoices and Payment.

(a) SRF will prepare invoices in a format acceptable to the Client and shall submit its invoices monthly for Services performed and costs incurred during the prior month.

- A breakdown of labor by employee, classification, dates and hours worked times, and the actual labor cost for each employee.
- Project related expenses, other than travel-related expenses, shall be itemized and provide a complete description of each item billed along with supporting receipts.
- SRF shall require subcontractors to provide the same supporting documentation, invoices, and receipts as SRF is required to submit and retain.

(b) The total obligation of the Client for all compensation and reimbursement to SRF under this Agreement will not exceed **$39,210.68** (the "Contract Maximum"). Payments under this Agreement will be made based on a Cost-Plus Fixed Fee for Profit payment method, calculated according to the labor rates and direct costs set forth in **Attachment B** ("Fee Schedule"). Reimbursement of costs under this Agreement will be based on actual costs.

The fee rate of **11%** of Direct Salary and Overhead Costs will be used. SRF's amount is fixed throughout the term of the Agreement and will not exceed **$3,795.11**, but significant changes to the Services may require adjustment of the fee amount and a contract amendment will need to be executed.

The overhead rate of **168.93%** of direct salary costs will be used on a provisional basis determined by State's Office of Audit.

(c) Client will make progress payments, based on invoices from SRF. Client's payment shall be made within thirty-five (35) days of receiving SRF's invoices for Services performed. If the Client objects to any portion of an invoice, the Client shall notify SRF within five (5) business days of invoice date. In the event of a disputed billing, only the disputed portion will be withheld from payment, and the Client shall pay the undisputed portion.

(d) SRF shall pay any subcontractor involved in the performance of this Agreement within ten (10) days of SRF's receipt of payment by the Client for undisputed Services provided by the subcontractor.

Article 7: General Compliance.

(a) SRF will materially comply with all federal, state and local laws or ordinances, applicable rules, regulations and standards insofar as they relate to SRF's performance of the provisions of this Agreement.

(b) SRF shall procure all licenses, permits, or other rights necessary to fulfill its obligations under this Agreement in compliance with applicable federal and state laws. SRF shall not be responsible for procuring permits and licenses required for construction.

(c) SRF shall maintain all business records relating to this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years commencing after the later of the date of the final payment under the Agreement or resolution of all audit findings, for audit or inspection by the Client, appropriate federal agency or agencies, the Auditor of the State of North Dakota, or other duly authorized representative.

Article 8: Termination and Suspension.

(a) Client may terminate this Agreement at any time, with or without cause. Upon termination, SRF will be entitled to payment, determined on a pro rata basis, for Services satisfactorily performed.

(b) If the Client fails to make payments to SRF in accordance with this Agreement, and said payments are not otherwise disputed by the Client, then SRF may suspend its Services under this Agreement. If SRF elects to suspend Services, it shall give ten (10) days' written notice to the Client before doing so. SRF shall have no liability to the Client for delay or damage caused by such suspension of Services. Before resuming Services, SRF shall be paid all undisputed sums due prior to suspension and any undisputed expenses incurred in the interruption and resumption of the SRF's Services.

Article 9: Ownership and Use of Documents.

(a) All Deliverables created and prepared by SRF under this Agreement shall become the property of the Client upon proper payment for the Services. Client understands that the Deliverables are applicable only to this project and that they should not be reused or modified by anyone other than SRF. As a result, SRF shall bear no liability or responsibility for reuse of the Deliverables or for Deliverables that have been modified post-delivery or used for a purpose other than that for which it was prepared under this Agreement.

(b) SRF proprietary information, including without limitation, work papers, drawings, specifications, processes, procedures, software, interim or draft documents, methodologies, know-how, software and other instruments of service belonging to or licensed by SRF and used to develop the Work Product ("SRF Data"), shall remain the sole property of SRF. To the extent the Deliverables contain or require the use of SRF Data, SRF hereby grants to Client, upon proper payment for the Services, a non-exclusive, non-transferable and royalty-free license to use such SRF Data solely for the purposes for which the Deliverables were developed.

Article 10: Notices.

Any notice required under this Agreement shall be in writing and addressed to the primary point of contact ("POC") as designated by both Parties at the address provided by both primary POC's. All notices shall be delivered via certified mail and effective upon the certified mail return date of receipt.

Article 11: Legal Relations.

(a) This Agreement, interpretation, and performance, and any disputes between the parties arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws in which the Project is located, without regard

to conflict of laws principles. Legal proceedings, if any, shall be brought in a court of competent jurisdiction in the county where the Project is located.

(b) The Parties may exercise legal remedies as may be available to them in connection with any unresolved issue, dispute, or controversy arising out of this Agreement which cannot be settled by the Parties.

Article 12: Liability and Indemnification.

(a) To the fullest extent permitted by law, SRF hereby agrees to indemnify and hold harmless the Client, from liability, loss or damage including reasonable attorneys' fees incurred ("Claims") to the extent caused the negligent or wrongful acts, errors, or omissions of SRF or anyone acting under its control in its provision of Services under this Agreement.

(b) Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the Client is entitled.

(c) Each Party may exercise any legal remedy as may be available to it in connection with any unresolved issue, dispute, or controversy arising out of this Agreement which cannot be settled by the Parties.

(d) Neither Party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party, including but not limited to fire, floods, natural disasters or other adverse weather conditions not reasonable foreseeable, riots, acts of war or terrorism, acts of God, or acts, omissions or delays in acting by any governmental authority, delays in transportation or supply, unavoidable casualties, diseases, pandemics/epidemics, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, strikes, or other labor disturbances or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by such Party with reasonable care (each, a "Force Majeure Event"). Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The time for performance required of the affected Party shall be extended by the period of such delay provided the Party is exercising diligent efforts to overcome the cause of such delay.

(e) The Parties agree to waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the Agreement or the Services provided by SRF, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Agreement.

(f) The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in additional to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

Article 13: Contractual Relationship.

No contractual relationship will be recognized under the Agreement other than the contractual relationship between SRF and Client.

Article 14: Insurance.

(a) SRF shall procure and maintain with a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, the types of insurance and policy limits as follows:

Worker's Compensation:	Statutory
Employer's Liability:	$1,000,000 Each Accident $1,000,000 Disease (Policy Limit) $1,000,000 Disease (EA Employee)

Commercial General Liability:	$1,000,000 Each Occurrence $1,000,000 Annual Aggregate Including Premises and Operations Bodily Injury and Property Damage, Independent Contractors, Products and Completed Operations Liability, Personal and Advertising Injury and Contractual Liability.
Business Automobile Liability:	$2,000,000 Combined single limit each occurrence coverage or the equivalent covering owned, non-owned and hired automobiles.
Professional Liability:	Covering damages caused by SRF's negligent act, error, or omission arising out the performance of professional services under this Agreement to which this Policy applies. $2,000,000 Each Claim $2,000,000 Annual Aggregate
Umbrella/Excess Liability	Umbrella or Excess Liability insurance policy may be used to supplement SRF's policy limits to satisfy the full policy limits required under this Agreement.

(b) Policies shall name the Client as an Additional Insured limited to General Liability and Automobile Liability.

(c) SRF shall require all subcontractors, and any other subcontractors to which the Parties agree in writing are subcontractors of SRF, to carry and maintain insurance against the risks set forth above, in the amounts and under terms as determined to be appropriate by SRF to fulfill its obligations of this Agreement. SRF shall not allow its subcontractors to commence work until the insurance required has been obtained and the corresponding certificate(s) of insurance have been approved by SRF with copies of each corresponding certificate provided to the Client upon request.

Article 15: Prohibition Against Assignment.

This is a bilateral Professional Services Agreement. Neither Party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other Party. Any unauthorized assignment is void and unenforceable.

Article 16: Other.

(a) The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.

(b) This Agreement, including any Attachments or Exhibits hereto, constitutes the entire and exclusive agreement of the Parties and supersedes any prior agreements whether oral or written, concerning the subject matter hereof.

(c) The invalidity or partial invalidity of any portion of this Agreement shall not invalidate the remainder thereof, and the remainder shall be construed as if the invalidated portion shall have never been part of this Agreement.

(d) Nothing in this Agreement confers or purports to confer on any third party any benefits or any right to enforce any terms of this Agreement.

Article 17: Services and Contract Documents.

The following documents are attached and incorporated herein by this reference and form the Agreement ("Contract Documents").

Attachment A: SRF Scope of Services
Attachment B: Fee Schedule

Article 18: Interpretation.

This Agreement has been drafted through a cooperative effort of SRF and Client and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

Article 19: Signatures.

Either individual signing this Agreement represents and warrants that each has the power and authority to enter into this Agreement and bind the Party for whom each signs. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute a single Agreement.

Article 20: Electronic Signatures.

Each Party agrees that the electronic signature of the Party included in this Agreement are intended to authenticate this writing and to have the same force and effect as wet ink signatures.

IN WITNESS HEREOF, the Parties hereto have caused this Agreement to be executed in their behalf.

SRF Consulting Group, Inc.	**City of Dickinson**
Signed:	Signed:
Title:	Title:
Date:	Date:

SRF PHASE I SCOPE OF SERVICES
FOR BRIDGE NUMBERS DKSN03 THRU DKSN12

1.0 PROJECT MANAGEMENT

1.1 Project Setup

1.2 General Day-to-Day Project Management and Administration, Bi-Weekly Progress Reports, and Invoicing (time period through April 2026).

SRF Deliverables:

- Scope of work and budget estimate for Phase II
- Bi-Weekly Progress Reports
- Invoices

2.0 MEETINGS

2.1 Virtual Kickoff meeting. Includes time prepare agenda, review existing inspection reports, and develop meeting minutes.

2.2 Perform field assessments at each bridge site to collect data for the development of the Preliminary Concept Memo. Time included to develop field review packet.

2.3 Phase II Scoping Meeting via Teams. Includes time to prepare agenda and develop meeting minutes.

2.4 Prepare Bridge Preliminary Concept Memo to include repair recommendations and cost estimate at each site.

2.5 Develop Funding Memo to identify potential opportunities including state and federal.

SRF Deliverables:

- Field Review Packet
- Meeting agendas and meeting minutes
- Preliminary Concept Memo
- Funding Memo

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of Dickinson

Project: City of Dickinson Various Roadway Structure Repair Project 202615

Subconsultants: N/A

19516.PP

TASK NO.	SUMMARY OF TASKS
1.0	PROJECT MANAGEMENT
2.0	MEETINGS

Project Overview:

Rehabilitation/Repair of a 10 structure inventory located in the City of Dickinson including Bridge Numbers DKSN03 through DKSN12.

SRF Consulting Group, Inc.

Work Tasks and Person-Hour Estimates

Client: City of Dickinson

Project: City of Dickinson Various Roadway Structure Repair Project 202615

Subconsultants: N/A

19516.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
1.0	**PROJECT MANAGEMENT**											
1.1	Project Setup	4	-	4	-	-	-	-	-	2	10	$2,231.53
1.2	General Day-to-Day Project Management and Administration, Bi-Weekly Progress Reports, and Invoicing (time period through April 2026).	8	-	8	-	-	-	-	-	-	16	$3,781.03
	SRF Deliverables:											
-	Scope of work and budget estimate for Phase II											
-	Bi-Weekly Progress Reports											
-	Invoices											
	SUBTOTAL - TASK 1	**12**	**0**	**12**	**0**	**0**	**0**	**0**	**0**	**2**	**26**	**$6,012.56**
2.0	**MEETINGS**											
2.1	Virtual Kickoff meeting. Includes time prepare agenda, review existing inspection reports, and develop meeting minutes.	8	-	16	-	-	-	-	-	-	24	$5,384.38
2.2	Perform field assessments at each bridge site to collect data for the development of the Preliminary Concept Memo. Time included to develop field review packet.	25	-	34	-	-	-	-	-	-	59	$13,619.49
2.3	Phase II Scoping Meeting via Teams. Includes time to prepare agenda and develop meeting minutes.	2	-	4	-	-	-	-	-	-	6	$1,346.10
2.4	Prepare Bridge Preliminary Concept Memo to include repair recommendations and cost estimate at each site.	8	-	40	-	-	-	-	-	-	48	$10,194.43
2.5	Develop Funding Memo to identify potential opportunities including state and federal.	-	8	-	-	-	-	-	-	-	8	$1,818.72
	SRF Deliverables:											
-	Field Review Packet											
-	Meeting agendas and meeting minutes											
-	Preliminary Concept Memo											
-	Funding Memo											
	SUBTOTAL - TASK 2	**43**	**8**	**94**	**0**	**0**	**0**	**0**	**0**	**0**	**145**	**$32,363.12**

SRF Consulting Group, Inc. — Work Tasks and Person-Hour Estimates

Client: City of Dickinson

Project: City of Dickinson Various Roadway Structure Repair Project 202615

Subconsultants: N/A

19516.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
	TOTAL ESTIMATED PERSON-HOURS	**55**	**8**	**106**	**0**	**0**	**0**	**0**	**0**	**2**	**171**	
	AVERAGE HOURLY PAYROLL RATE	$91.00	$76.00	$67.00	$54.00	$51.00	$48.00	$39.00	$50.00	$57.00		
	ESTIMATED LABOR	$5,005.00	$608.00	$7,102.00	$0.00	$0.00	$0.00	$0.00	$0.00	$114.00		$12,829.00
	ESTIMATED OVERHEAD COST										168.93%	$21,672.03
	FACILITIES CAPITAL COST OF MONEY										0.62%	$79.54
	ESTIMATED LABOR. OVERHEAD, AND FCCM											$34,580.57
	FIXED FEE										11.00%	$3,795.11
	SRF ESTIMATED DIRECT NON-SALARY EXPENSES											$835.00
										SUBTOTAL: (SRF Labor and Expenses)		$39,210.68
										SUBCONSULTANTS:		$0.00
	TOTAL ESTIMATED FEE (SRF and Subconsultants combined)											**$39,210.68**

SRF ESTIMATE OF DIRECT NON-SALARY EXPENSES:

MILEAGE:	Personal Vehicles	650	Miles @	$0.700	$455.00
PER DIEM ($45/DAY MAX.)		4	Meals @	$45.00	$180.00
LODGING:	Hotel	2	Nights @	$100.00	$200.00
REPRODUCTION:	Copy Duplication	0	Copies @	$0.10	$0.00
	Color Copies	0	Copies @	$0.35	$0.00
	Bond Prints	0	Prints @	$6.00	$0.00
	Mylar Prints	0	Prints @	$12.00	$0.00
COURTHOUSE COPIES:		0	Copies @	$1.00	$0.00
PRINTING:					$0.00
SUPPLIES:	Letter, Certified	0	Letters @	$15.00 ea	$0.00
COMMUNICATIONS:	Mail, Express, Etc.				$0.00
	Cell Phone Charges	0	Minutes @	$0.30	$0.00
				SRF EXPENSES:	**$835.00**

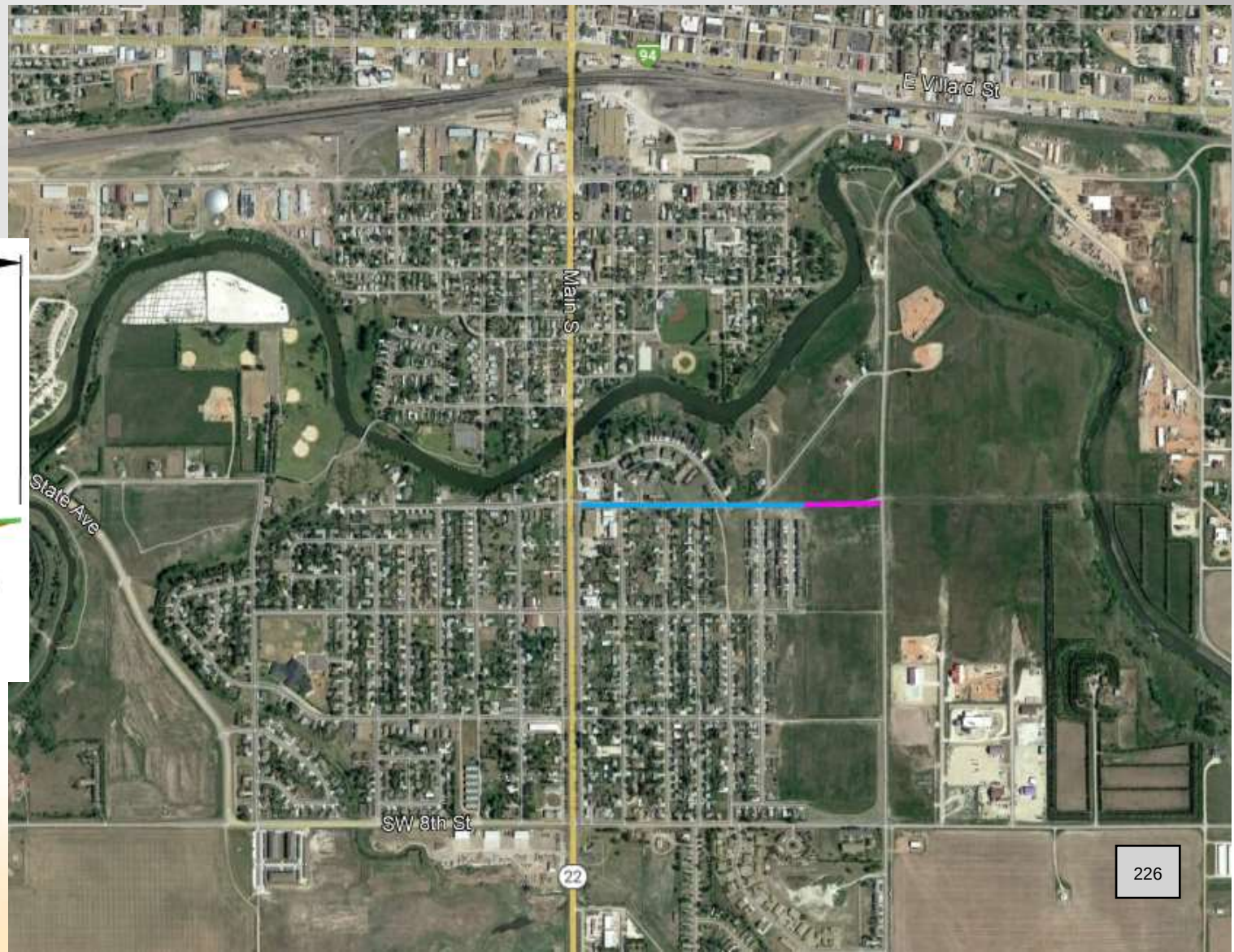
SUMMARY OF COSTS:		PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS
1	PROJECT MANAGEMENT	$ 3,266.52	$ -	$ 2,405.02	$ -	$ -	$ -	$ -	$ -	$ 341.01	$6,012.56
2	MEETINGS	$ 11,705.05	$ 1,818.72	$ 18,839.35	$ -	$ -	$ -	$ -	$ -	$ -	$32,363.12
TOTALS		**$14,971.57**	**$1,818.72**	**$21,244.38**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$341.01**	**$38,375.68**

SUMMARY OF HOURS:		PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS
1	PROJECT MANAGEMENT	12	-	12	-	-	-	-	-	2	26
2	MEETINGS	43	8	94	-	-	-	-	-	-	145
TOTALS		**55**	**8**	**106**	**0**	**0**	**0**	**0**	**0**	**2**	**171**

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

February 26, 2026

RE: March 3rd City Commission Meeting

5th ST. SE – S. Main to 6th AVE. SE - NDDOT BID AGREEMENT

For your consideration is a bid agreement with the North Dakota Department of Transportation (NDDOT) for NDDOT project SU-5-983(068), PCN 24205, City of Dickinson project number 202417. The total project bid as specified in the agreement is **$1,888,035.10.** The City Attorney has reviewed this agreement with no comments. The project bid opening occurred on Friday February 6, 2026 and was administered through the NDDOT bidding process where a total of three bids were received. BEK Consulting, LLC was the low bid and was approximately 7% under the engineer's estimate for the project.

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.

The city engineering staff recommends approval.

AGREEMENT

Date: March 3, 2026

THIS AGREEMENT is made and entered into on the date stated herein, between the City of Dickinson, a North Dakota municipal corporation (hereinafter, the "City"), and **BEK Consulting, LLC** (hereinafter, the "Contractor"). In consideration of the mutual promises, covenants, agreements and stipulations contained herein, the City and the Contractor hereby agree as follows:

1. The Contractor shall complete construction of project SU-5-983(068), as reflected in the specifications for the project, the project proposal, North Dakota Department of Transportation's (NDDOT's) standard specification, supplemental specifications, special provisions, and plans. All such documents, plans, and specifications are hereby incorporated into and as a part of this Agreement as if set out in full. The Contactor shall provide all labor, equipment, and materials necessary to complete the work. The Contractor shall pay or cause to be paid all claims for work, labor, materials, equipment, including equipment rental or repair, and other supplies or insurance premiums, all of which are attributable to or utilized in the improvement and construction of the project.

2. The NDDOT agrees to pay the Contractor for the work performed pursuant to project SU-5-983(068). Such payment shall be in the total amount of $ **1,888,035.10** as reflected in the Contractor's bid proposal. Such payment shall be made upon completion and acceptance of the work by the City Engineer, with any required progress payments being made pursuant to the project specifications, upon presentation of the proper certification of the engineer.

3. The work shall be done pursuant to this Agreement and the laws of the State of North Dakota, to the satisfaction of the City, subject at all times to the inspection and approval of NDDOT and the U.S. Department of Transportation, its agents and representatives and in accordance with the rules and regulations made pursuant to state and federal law.

4. The decision of the City Engineer upon any question connected with the execution of this Agreement or any failure or delay in the prosecution of the work by the Contractor shall be final and conclusive.

5. The Contractor, in employing and maintaining labor, shall do so in conformity with state and federal law and this Agreement.

6. The Contractor shall begin work as required by this Agreement or when so ordered by the City and shall maintain the maximum and efficient work force on the project necessary to complete the work within the time established by this Agreement.

7. In the event of any unsettled claims, counterclaims, disputes, and other matters in question between the City and the Engineer arising out of or relating to this Agreement or the work to be performed by the Contractor hereunder, the claiming party shall timely provide Notice of Claim to the other party. Such Notice of Claim shall be in written form, and shall adequately state the

unsettled claim, counterclaim, dispute, or other matter in question in order for the other party to understand and resolve the same. The parties shall thereafter enter into direct negotiations for settlement of the same.

In the event that such direct negotiations are unsuccessful in fully resolving the dispute, the City and the Contractor 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 Agreement or the work to be performed by the Contractor hereunder to mediation. A mediator shall be chosen jointly by the City and the Contractor and shall be mutually acceptable to all parties.

If such mediation is unsuccessful in fully resolving the dispute, then all such disputes may be resolved only in a court of competent jurisdiction. The parties hereby stipulate and agree that the District Court, Southwest Judicial District, State of North Dakota, shall have personal jurisdiction over the parties hereto, and that such District Court, Southwest Judicial District, State of North Dakota, is the appropriate and proper venue for resolving any such dispute.

8. Contractor agrees to indemnify and hold the City harmless from any and all claims, liabilities, losses, damages or expenses resulting from this Agreement and the Contractor's services performed or to be performed under this Agreement, specifically including, without limitation, any claim, liability, loss, damage or expense arising: (a) by reason of the injury to person or property, from whatever cause, or in any way connected with the this Agreement or the work to be performed hereunder, including any liability or any injury to the person or personal property of the Contractor, its agents, officers, or employees; (b) by reason of any work negligently performed under this Agreement; (c) by reason of the Contractor's negligent failure to perform any provision of the work under this Agreement or to comply with any requirement imposed upon the City, the Contractor, or any other party by any duly authorized governmental agency or political subdivision; or (d) because of the Contractor's failure or inability to pay as such shall become due any obligations incurred by the Contractor in its performance of the work under this Agreement.

9. This Agreement may not be assigned by the Contractor without the prior written authorization and consent of the City.

10. Contractor's failure to fulfill any condition or term of this Agreement shall be a material default. Upon such material default, City shall be entitled to any and all remedies available under law, without limitation, and without the same working any forfeiture or a waiver of any of the covenants, terms, or conditions of this Agreement to be performed by the Contractor. A waiver by the City of any default or breach hereunder on the part of the Contractor shall not be construed to be a continuing waiver of such default or breach, nor a waiver in any manner of a default or breach subsequently occurring.

11. This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective administrators, representatives, successors, and assigns.

12. This Agreement shall be governed by North Dakota law and any question arising hereunder shall be construed or determined according to such law.

13. Time is of the essence with respect to the performance of any and all provisions of this Agreement. Engineer will provide services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

14. This Agreement, together with the specifications for the project, the project proposal, North Dakota Department of Transportation's (NDDOT's) standard specification, supplemental specifications, special provisions, and plans, contains the entire agreement between and among the parties hereto, and supersedes all prior and contemporaneous discussions, negotiations, understandings and agreements, whether oral or written, express or implied, between or among them relating to the subject matter of this Agreement. This Agreement may not be amended orally, nor shall any purported oral amendment (even if accompanied by partial or complete performance in accordance therewith) be of any legal force or effect or constitute an amendment of this Agreement, but rather this Agreement may be amended only by an agreement in writing signed by the parties.

IN WITNESS WHEREOF, the City and Contractor have respectively executed this Agreement as of the day and year first above written.

CITY OF DICKINSON

By: _____
Scott Decker, President
Board of City Commissioners

ATTEST:

By: _____

Signature: _____

Title: _____

CONTRACTOR

BEK Consulting, LLC

By: _____

Its: _____

STATE OF NORTH DAKOTA)
) ss
COUNTY OF STARK)

On this _____ day of _____, 20____, before me personally appeared **SCOTT DECKER** and _____, known to me to be, respectively, the President of the Board of City Commissioners and the _____ of the City of Dickinson, the persons who are described herein and who executed the within and foregoing instrument and acknowledged to me that the City of Dickinson executed the same.

_____
Notary Public
Stark County, North Dakota

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared the Authorized Representative of _____, known to me to be the entity that is described herein and who executed the within and foregoing instrument and acknowledged to me that such entity executed the same.

_____
Notary Public
Stark County, North Dakota

AGREEMENT

Date: March 3, 2026

THIS AGREEMENT is made and entered into on the date stated herein, between the City of Dickinson, a North Dakota municipal corporation (hereinafter, the "City"), and **BEK Consulting, LLC** (hereinafter, the "Contractor"). In consideration of the mutual promises, covenants, agreements and stipulations contained herein, the City and the Contractor hereby agree as follows:

1. The Contractor shall complete construction of project SU-5-983(068), as reflected in the specifications for the project, the project proposal, North Dakota Department of Transportation's (NDDOT's) standard specification, supplemental specifications, special provisions, and plans. All such documents, plans, and specifications are hereby incorporated into and as a part of this Agreement as if set out in full. The Contactor shall provide all labor, equipment, and materials necessary to complete the work. The Contractor shall pay or cause to be paid all claims for work, labor, materials, equipment, including equipment rental or repair, and other supplies or insurance premiums, all of which are attributable to or utilized in the improvement and construction of the project.

2. The NDDOT agrees to pay the Contractor for the work performed pursuant to project SU-5-983(068). Such payment shall be in the total amount of $ **1,888,035.10** as reflected in the Contractor's bid proposal. Such payment shall be made upon completion and acceptance of the work by the City Engineer, with any required progress payments being made pursuant to the project specifications, upon presentation of the proper certification of the engineer.

3. The work shall be done pursuant to this Agreement and the laws of the State of North Dakota, to the satisfaction of the City, subject at all times to the inspection and approval of NDDOT and the U.S. Department of Transportation, its agents and representatives and in accordance with the rules and regulations made pursuant to state and federal law.

4. The decision of the City Engineer upon any question connected with the execution of this Agreement or any failure or delay in the prosecution of the work by the Contractor shall be final and conclusive.

5. The Contractor, in employing and maintaining labor, shall do so in conformity with state and federal law and this Agreement.

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7. In the event of any unsettled claims, counterclaims, disputes, and other matters in question between the City and the Engineer arising out of or relating to this Agreement or the work to be performed by the Contractor hereunder, the claiming party shall timely provide Notice of Claim to the other party. Such Notice of Claim shall be in written form, and shall adequately state the

unsettled claim, counterclaim, dispute, or other matter in question in order for the other party to understand and resolve the same. The parties shall thereafter enter into direct negotiations for settlement of the same.

In the event that such direct negotiations are unsuccessful in fully resolving the dispute, the City and the Contractor 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 Agreement or the work to be performed by the Contractor hereunder to mediation. A mediator shall be chosen jointly by the City and the Contractor and shall be mutually acceptable to all parties.

If such mediation is unsuccessful in fully resolving the dispute, then all such disputes may be resolved only in a court of competent jurisdiction. The parties hereby stipulate and agree that the District Court, Southwest Judicial District, State of North Dakota, shall have personal jurisdiction over the parties hereto, and that such District Court, Southwest Judicial District, State of North Dakota, is the appropriate and proper venue for resolving any such dispute.

8. Contractor agrees to indemnify and hold the City harmless from any and all claims, liabilities, losses, damages or expenses resulting from this Agreement and the Contractor's services performed or to be performed under this Agreement, specifically including, without limitation, any claim, liability, loss, damage or expense arising: (a) by reason of the injury to person or property, from whatever cause, or in any way connected with the this Agreement or the work to be performed hereunder, including any liability or any injury to the person or personal property of the Contractor, its agents, officers, or employees; (b) by reason of any work negligently performed under this Agreement; (c) by reason of the Contractor's negligent failure to perform any provision of the work under this Agreement or to comply with any requirement imposed upon the City, the Contractor, or any other party by any duly authorized governmental agency or political subdivision; or (d) because of the Contractor's failure or inability to pay as such shall become due any obligations incurred by the Contractor in its performance of the work under this Agreement.

9. This Agreement may not be assigned by the Contractor without the prior written authorization and consent of the City.

10. Contractor's failure to fulfill any condition or term of this Agreement shall be a material default. Upon such material default, City shall be entitled to any and all remedies available under law, without limitation, and without the same working any forfeiture or a waiver of any of the covenants, terms, or conditions of this Agreement to be performed by the Contractor. A waiver by the City of any default or breach hereunder on the part of the Contractor shall not be construed to be a continuing waiver of such default or breach, nor a waiver in any manner of a default or breach subsequently occurring.

11. This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective administrators, representatives, successors, and assigns.

12. This Agreement shall be governed by North Dakota law and any question arising hereunder shall be construed or determined according to such law.

13. Time is of the essence with respect to the performance of any and all provisions of this Agreement. Engineer will provide services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

14. This Agreement, together with the specifications for the project, the project proposal, North Dakota Department of Transportation's (NDDOT's) standard specification, supplemental specifications, special provisions, and plans, contains the entire agreement between and among the parties hereto, and supersedes all prior and contemporaneous discussions, negotiations, understandings and agreements, whether oral or written, express or implied, between or among them relating to the subject matter of this Agreement. This Agreement may not be amended orally, nor shall any purported oral amendment (even if accompanied by partial or complete performance in accordance therewith) be of any legal force or effect or constitute an amendment of this Agreement, but rather this Agreement may be amended only by an agreement in writing signed by the parties.

IN WITNESS WHEREOF, the City and Contractor have respectively executed this Agreement as of the day and year first above written.

CITY OF DICKINSON

By: _____
Scott Decker, President
Board of City Commissioners

ATTEST:

By: _____

Signature: _____

Title: _____

CONTRACTOR

BEK Consulting, LLC

By: _____

Its: Chief Est/PM

STATE OF NORTH DAKOTA)
) ss
COUNTY OF STARK)

On this _____ day of _____, 20____, before me personally appeared **SCOTT DECKER** and _____, known to me to be, respectively, the President of the Board of City Commissioners and the _____ of the City of Dickinson, the persons who are described herein and who executed the within and foregoing instrument and acknowledged to me that the City of Dickinson executed the same.

_____
Notary Public
Stark County, North Dakota

STATE OF North Dakota)
) ss
COUNTY OF Stark)

On this 3rd day of March, 2026, before me personally appeared the Authorized Representative of Robert Bartz, known to me to be the entity that is described herein and who executed the within and foregoing instrument and acknowledged to me that such entity executed the same.

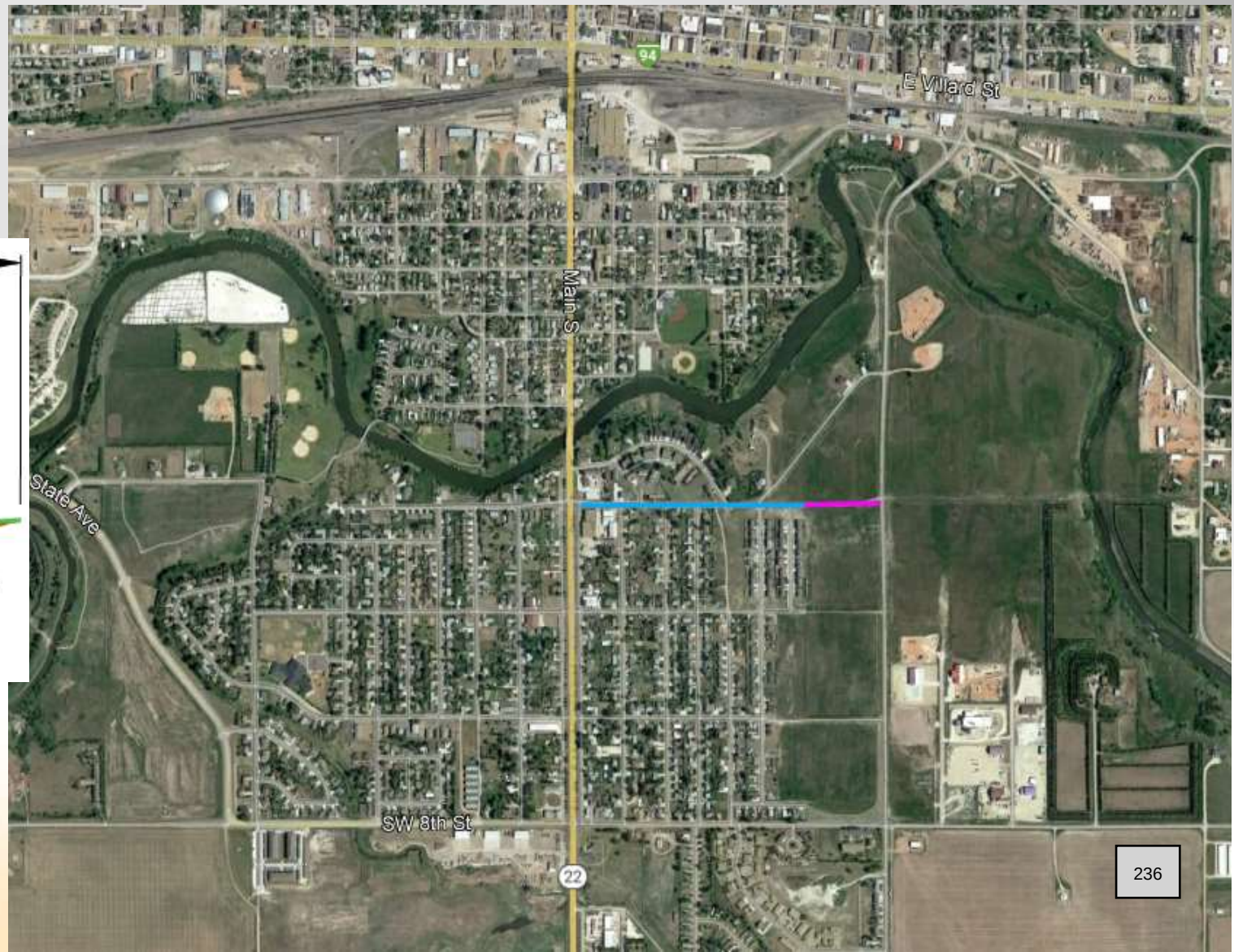
Rita Binstock
Notary Public
Stark County, North Dakota

RITA BINSTOCK
Notary Public
State of North Dakota
My Commission Expires February 04, 2028

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

February 25, 2026

RE: March 3rd Commission Meeting

5th ST SE – HWY 22 to 6th AVE SE PROJECT ND DWR AGREEMENT FOR COST-SHARE

For your consideration is an agreement for cost-share reimbursement with the North Dakota Department of Water Resources (DWR) grant which was approved by the State Water Commission at the February 12, 2026 meeting. One of the scopes of work for the project is to extend the watermain approximately 670 feet to loop the system to the existing watermain in 6th Ave. SE. The municipal water supply cost share maximum is 60% from the DWR, and 40% from the City of Dickinson. Based on the agreement, the grant not to exceed amount is **$198,780**. Both construction and construction engineering costs are eligible cost share items. The City Attorney has reviewed the agreement with no comments.

The City Engineering staff recommends approval.

NORTH Dakota | Water Resources
Be Legendary.

Commission Date : 2/12/26
Commission Action : Approved (slbrost)

Approved for state cost-share at 60% of of eligible costs for construction in the amount of $198,780.

MEMORANDUM

TO: Lt. Governor, Michelle Strinden
Members of the State Water Commission
FROM: Reice Haase, Secretary
SUBJECT: State Water Supply – City of Dickinson
5th Street SE
DATE: January 27, 2025

Background & Description

The City of Dickinson is requesting construction cost-share for their 5th Street SE (Project). The Project is installation of approximately 800 feet of water main along 5th Street SE between Highlands Avenue and 6th Avenue SE to extend and loop the distribution system. The Project is part of a combined street replacement, sanitary sewer, and water supply infrastructure improvements in Dickinson. The Project is located in Stark County.

Supplemental Information

Water Development Plan/Priority	2025 / Moderate
New/Future/Current Service Users	0 / 50 / 0
Present Value Cost / User (Preferred Alternative)	$0
Rate / 5,000-Gallons	$39
Comparable Rate / 5,000-Gallons	$48
Water Source – Upper Heart Basin	

Schedule

Task	Dates
Study	-
Design	Sept. 2025
Bid	Feb. 6, 2026
Construction	May 2026
Completion	Oct. 2026

Cost-Share Funding Summary

	Preconstruction	**Construction**	Total	Approved	**Recommend**
Noneligible Cost	$0	$1,911,500	$1,911,500		
Eligible Cost	$0	$329,904	$329,904		
Total	$0	$2,241,404	$2,241,404		
Cost-Share 60%	$0	**$197,942**	$197,942		**$197,942**

This project meets requirements of the Water Commission's cost-share policy. Therefore, I recommend approval of this request from the City of Dickinson for state cost-share participation in the 5th Street SE project at 60 percent of eligible costs, not to exceed $197,942. This approval is contingent on available funding.

RH:jsp:ln/2050DIK

1200 Memorial Highway | Bismarck, ND 58504 | 701.328.2750 | DWR.nd.gov

DWR Project No. 2050DIK
Planning and Education Division
February 2026

Agreement for Cost-Share Reimbursement
City of Dickinson
5th Street SE

1. PARTIES. This agreement is between the State of North Dakota (State), by and through the State Water Commission (Commission), and the City of Dickinson (Sponsor).

2. PROJECT DESCRIPTION AND LOCATION. Sponsor is seeking funding for the installation of water main along 5th Street SE between Highlands Avenue and 6th Avenue SE. The Project is located in Stark County, North Dakota.

3. COMMISSION'S RESPONSIBILITY AND INTENT. Commission will provide Sponsor with cost-share, not to exceed $198,780, as approved by Commission on February 12, 2026, to reimburse 60 percent of the actual eligible costs incurred in Project, contingent on availability of funds and conditions of this agreement. Commission's intent in providing this funding to Sponsor is to assist Sponsor financially with Project costs. Sponsor retains sole and absolute discretion in the manner and means of carrying out Project, except to the extent specified in this agreement.

4. SPONSOR'S RESPONSIBILITIES. Sponsor must:

a. Complete Project.
b. Provide continued maintenance for Project.
c. Ensure all applicable permits (federal, state, and local) are obtained.
d. Acquire all title to land and easements for Project.
e. Comply with all North Dakota laws applicable to Project.
f. Maintain a Project file containing relevant documents and correspondence generated during the course of Project. Commission is not responsible for maintaining a Project file.
g. Provide a progress report to Commission at least every four years if the term of Project exceeds four years.
h. Notify Commission of any changes to Project funding, including additional funding or funding sources. Cost-share may be modified based on the revised local share.
i. Prior to signature, inform Commission and any other relevant party regarding Project of any errors, misinterpretations, changes, modifications, miscalculations, incorrect Project descriptions, or any other information stated herein that is inaccurate.
j. Notify Commission of litigation related to Project. If Project becomes the subject of litigation before all funds have been disbursed, the Secretary may withhold funds until litigation is concluded.

5. **ELIGIBLE COSTS.** Commission has sole discretion to determine eligible costs and availability of Commission funds. Additional information is outlined in Commission's cost-share policy. Commission will not cost-share in litigation costs unless there has been a separate authorization.

6. PAYMENT. Commission will make partial payments upon receipt and approval of Sponsor's written request. Sponsor must provide Commission verification of actual costs and a Project status report with each payment request. A Commission representative may inspect Project to determine whether the work satisfies Commission's cost share requirements before Commission makes payment(s) to Sponsor. Request for final payment must include verification of Project completion as requested by Commission.

7. INDEMNIFICATION. Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to defend, indemnify, and hold harmless State, from and against claims based on the vicarious liability of State or its agents, but not against claims based on State's negligence or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by subcontractor to State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary. Subcontractor also agrees to reimburse State for all costs, expenses, and attorneys' fees incurred if State prevails in an action against subcontractor in establishing and litigating the indemnification coverage required herein. This obligation continues after the termination of this agreement.

8. INSURANCE. Sponsor must secure and keep in force during the term of this agreement, from an insurance company, government self-insurance pool, or government self-retention fund authorized to do business in North Dakota, commercial general liability with minimum limits of liability of $500,000 per person and $2,000,000 per occurrence.

In addition, Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies authorized to do business in North Dakota, the following insurance coverages:

a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of $2,000,000 per occurrence.
b. Automobile liability, including Owned (if any), Hired, and Non-owned automobiles, with minimum liability limits of $500,000 per person and $2,000,000 per occurrence.
c. Workers' compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this agreement.
d. If subcontractor is domiciled outside State, employer's liability or "stop gap" insurance of not less than $2,000,000 as an endorsement

on the workers' compensation or commercial general liability insurance.

The insurance coverages listed above must meet the following additional requirements:

e. Any deductible or other similar obligation under the policies is the sole responsibility of the subcontractor. The amount of any deductible is subject to approval by State.

f. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form, and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies must be in form and terms approved by the State.

g. State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the subcontractor in excess of the minimum requirements set forth above. The duty to defend, indemnify, and hold harmless State under this agreement is not limited by the insurance required in this agreement.

h. State must be endorsed on the commercial general liability policy, including any excess policies, as additional insured. State must have all the benefits, rights, and coverages of an additional insured under these policies that are not limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of Sponsor.

i. The insurance required in this agreement, through a policy or endorsement, must include:

(1) A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against State;

(2) A provision that subcontractor's insurance coverage is primary (i.e., pay first) as respects any insurance, self-insurance, or self-retention maintained by State and that any insurance, self-insurance, or self-retention maintained by State must be in excess of the subcontractor's insurance and must not contribute with it;

(3) Cross liability/severability of interest for all policies and endorsements;

(4) The legal defense provided to State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary;

(5) The insolvency or bankruptcy of the insured subcontractor must not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured subcontractor from meeting the retention limit under the policy.

j. Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.

9. BREACH. Violation of any provision of this agreement by Sponsor constitutes breach of this agreement. A breach obligates Sponsor to reimburse Commission for all funds paid to Sponsor and relieves Commission of all obligations under this agreement.

10. AGREEMENT BECOMES VOID. This agreement is void if not signed and returned by Sponsor within 60 days of Commission's signature.

11. TERMINATION.

a. Commission may terminate this agreement effective upon delivery of written notice to Sponsor, or a later date as may be stated in the notice, under any of the following conditions:
   (1) If Commission determines an emergency exists.
   (2) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to provide the funds necessary to comply with this agreement. The parties may modify this agreement to accommodate a reduction in funds.
   (3) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
   (4) If any license, permit, or certificate required by law, rule, or this agreement is denied, revoked, suspended, or not renewed.
   (5) If Sponsor does not submit a timely progress report under 4.(g.), or the Commission determines after reviewing a progress report that Project has not made sufficient progress.
   (6) If Commission determines that continuing the agreement is no longer necessary or would not produce beneficial results commensurate with the further expenditure of public funds.

b. Any termination of this agreement is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

c. The rights and remedies of any party provided in this agreement are not exclusive.

12. APPLICABLE LAW AND VENUE. This agreement is governed by and construed under the laws of State. Any action to enforce this agreement must be adjudicated exclusively in the District Court of Burleigh County, North Dakota.

13. SEVERABILITY. If any term of this agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected, and if possible, the rights and obligations of the parties are to be construed and enforced as if the agreement did not contain that term.

14. SPOLIATION – PRESERVATION OF EVIDENCE. Sponsor agrees to promptly notify Commission of all potential claims that arise or result from this agreement. Sponsor

must also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Commission the opportunity to review and inspect the evidence, including the scene of an accident.

15. NONDISCRIMINATION. Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), N.D.C.C. title 34, and all applicable federal and state laws, rules, and policies relating to nondiscrimination, accessibility, and civil rights.

16. MERGER AND MODIFICATION. This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this agreement. This agreement may not be modified, supplemented, or amended in any manner, except by written agreement signed by both parties.

17. AUTHORITY TO SIGN. Each of the undersigned warrants that they have explained this Agreement to the party they represent and are authorized to execute this Agreement on the party's behalf.

NORTH DAKOTA STATE WATER COMMISSION

By: _____

REICE HAASE
Secretary

Date: 02/20/2026

CITY OF DICKINSON

By: _____

SCOTT DECKER
Mayor

Date: _____

_____
Countersignature and Date (if required)

_____
Print Name and Title

CITY OF Dickinson North Dakota

Engineering Memorandum

February 25, 2026

RE: March 3rd Commission Meeting

2026 SANITARY SEWER AND WATER SERVICE SPECIAL IMPROVEMENT DISTRICT – RESOLUTION:

For your consideration is a Resolution for the 2026 Sanitary Sewer and Water Service Special Improvement District. This Resolution is to create the sanitary sewer and water service special improvement district of the City of Dickinson and authorizing the improvements and assessments as a voluntary funding option for all citizens. The SID is payable over a 10-year period at an interest rate of 4.1%. Special assessments paid in full by October 1, 2026, will not be charged interest and no penalty will be levied for paying the special assessments early.

This mechanism will allow citizens to make improvements to sanitary sewer and water services through a voluntary special assessment process and have the cost thereof assessed as special assessments against the improved parcel, upon compliance with certain requirements of the City. This resolution will create the legal authority for the City of Dickinson to assess costs for sanitary sewer and water service to properties within the City of Dickinson pursuant to N.D.C.C. Section 40-31 and Dickinson Municipal Code § Chapter 48 which will encompass all property within the corporate limits of the City of Dickinson. This is a voluntary program, and no property owner will be required to participate in this district. These improvements to sanitary sewer and water services as provided in this resolution will be limited to developed properties. Property owners engaging in new construction will not be eligible to participate in this special improvement district.

Construction will occur during the construction season of 2026.

The city engineering staff recommends approval.

RESOLUTION NO. -2026

A RESOLUTION CREATING A 2026 SANITARY SEWER AND WATER SERVICE IMPROVEMENT DISTRICT OF THE CITY OF DICKINSON AND AUTHORIZING THE IMPROVEMENTS AND ASSESSMENTS

WHEREAS, the City of Dickinson has established a mechanism to allow citizens to make improvements to sanitary sewer and water service lines which are from the sanitary sewer main to the homes and buildings and the water services from the curb stop to the homes or buildings through a voluntary special assessment process, and

WHEREAS, the City of Dickinson allows citizens to make said improvements and have the cost thereof assessed as special assessments against the improved parcel, upon compliance with certain requirements of the City; and

WHEREAS the City of Dickinson has the legal authority to assess costs for sanitary sewer and water service improvements to properties within the City of Dickinson pursuant to N.D.C.C. Section 40-31 and Dickinson Municipal Code § Chapter 48.

WHEREAS, the Board of City Commissioners desires to establish a special assessment district for 2026.

NOW, THEREFORE, it is hereby resolved by the Board of City Commissioners, as follows:

1. There is hereby created a 2026 Sanitary Sewer and Water Service Improvement District which shall encompass all property within the corporate limits of the City of Dickinson.

2. Subject to the limitations set forth in paragraph three, all property owners are entitled to voluntarily participate in said district upon completion of the 2026 Sanitary Sewer and Water Service Special Improvement District Petition Form and compliance with all further requirements for said district. No property owner shall be required to participate in said district.

3. Improvements to sanitary sewer and water services as provided in this resolution shall be limited to developed properties. Property owners engaging in new construction shall not be eligible to participate in the 2026 Sanitary Sewer and Water Service Special Improvement District for the particular property being newly constructed or developed. The SID is payable over a 10-year period at an interest rate of 4.1%. Special assessments paid in full by October 1, 2026, will not be charged interest and no penalty will be levied for paying the special assessments early.

4. The City Administrator and such other employees as necessary are authorized to proceed to advertise said project and upon awarding the appropriate bid by the Board of City Commissioners, proceed with the improvements and assessments within said district.

Dated this _____day of March 2026.

_____
Scott Decker, President
Board of City Commissioners

ATTEST:

_____
Dustin D. Dassinger, City Administrator

CITY OF Dickinson North Dakota

Engineering Memorandum

February 25, 2026

RE: March 3rd Commission Meeting

MASTER SERVICE AGREEMENT WITH KLJ ENGINEERING, LLC.

For your consideration is a master service agreement (MSA) with KLJ Engineering, LLC 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.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of December 31, 2025 ("Effective Date of the Agreement") between CITY OF DICKINSON, 38 1ST ST W, DICKINSON, North Dakota 58601-5222, United States ("Owner") and KLJ Engineering LLC, 400 East Broadway Ave., Ste. 600, Bismarck, ND 58501 ("Engineer").

Other terms used in this 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 Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.

B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.

C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 *Task Order Procedure*

A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer's services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, "Engineer's Services for Task Order," prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, "Engineer's Services for Task Order," as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.

B. Engineer will commence performance as set forth in the Task Order.

C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

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ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.

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

C. 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; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to 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, subject to any express limitations or reservations applicable to the furnished items.

D. 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 Engineer's services, the Work, the performance of any Constructor, or in Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

A. This Agreement shall be effective and applicable to Task Orders issued hereunder for 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 *Times for Rendering Services*

A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the 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, shall be adjusted equitably.

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

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D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, 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, if any, resulting from such failure.

F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall 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 or not the work under such contracts is to proceed concurrently.

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 Exhibit C, and the specific Task Order. 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. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses 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 seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *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 Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date of a Task Order any governmental entity takes a legislative 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

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Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost 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 *Designing to Construction Cost Limit*

A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall 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. *Consultants:* Engineer may retain such Consultants 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 and its Consultants 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.

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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. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. 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;

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

F. 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 the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall 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 such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. 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.

J. 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 or its Consultants.

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

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

M. 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.

N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against Engineer that may be in any way connected to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. 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: (1) 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; (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 Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees,

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arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific 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.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, 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, in accordance with a mutually agreeable protocol.

B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items 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 items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.

B. Owner shall require Contractors 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 Specific Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.

C. Engineer shall deliver certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished promptly after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.

D. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk policy, shall 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 or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, 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 builder's risk 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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E. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, 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 receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

F. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, 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 its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.06 *Suspension and Termination*

A. *Suspension*

1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer. Engineer shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, Owner shall compensate Engineer for expenses incurred as a result of the suspension and resumption of its services, and Engineer's schedule and fees for the remainder of the Project shall be equitably adjusted.

2. By Engineer: Engineer may suspend services under a Task Order : (i) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or is in material breach of this Agreement; or (ii) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4. Engineer shall have no liability to Owner, and Owner agrees to make no claim for delay or damage as a result of such suspension caused by any breach of this Agreement by Owner. Upon receipt of payment in full of all outstanding sums due from Owner, or curing of such other breach which caused Engineer to suspend services, Engineer shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.

2. By Engineer:

a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days , consecutive or in the aggregate by Owner; or as the result

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of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.

c. Engineer shall have no liability to Owner on account of such termination.

d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven 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 shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

C. *Termination for Cause—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 seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.

D. *Termination for Convenience by Owner:* Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.

E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D 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 Task Order materials in orderly files.

F. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, 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 Consultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Specific Project is located.

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6.08 *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 6.08.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 Agreement.

B. 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 or restricted 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.

C. Unless expressly provided otherwise in this Agreement:

1. 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.

2. 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.

3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.09 *Dispute Resolution*

A. 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 the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):

1. 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.

2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party

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encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.

5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.

6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall 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 a specific Task Order or this Agreement.

6.11 *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, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any 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, or Consultants. **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 laws, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any 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 shall obligate 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, shall 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.

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D. *Mutual Waiver*: To the fullest extent permitted by law, 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.

E. Engineer assumes, and hereby expressly disclaims, any fiduciary responsibilities or duties to the Owner or to any third parties in connection with its services provided pursuant to this Agreement.

6.12 *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 each Task Order, 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.

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, by facsimile or other electronic transmission, or by a commercial courier service. All notices shall be effective upon the date of receipt. Notices and correspondence sent by electronic transmission, including the signature of a Party delivered by facsimile or by a "pdf." format document sent electronically, will constitute original copies thereof and will be binding on the parties. Upon request, the receiving party may request an original of any document sent by electronic transmission.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall 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 a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.

F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.

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G. *Non-Exclusive Agreement*: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, 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*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor 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 a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).

6. *Change Order*—A document which is signed by a 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.

7. *Change Proposal*—A written request by a 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.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or

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decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific 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 damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific 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.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.

19. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

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20. *Effective Date of the Task Order*—The date indicated in the Task Order on which it 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. *Engineer*—The individual or entity named as such in this Agreement.

22. *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.

23. *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.

24. *Notice* – Wherever used in this Agreement, the term "days" shall mean consecutive calendar days of twenty-four (24) hours each, or a fraction thereof.

25. *Owner*—The individual or entity with which Engineer has entered into this 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.

26. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely 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.

27. *Resident Project Representative*—The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be as set forth in each Task Order.

28. *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.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas 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 use of a Contractor.

31. *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.

32. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and

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start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.

33. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.

34. *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.

35. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

36. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.

37. *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, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or 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.

38. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. 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 such Construction Contract Documents.

39. *Work Change Directive*—A written directive to a 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. *Day:* The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Suggested Form of Task Order*

A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

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8.02 *Exhibits Included:*

A. Exhibit A, Engineer's Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order.

B. Exhibit B, Owner's Responsibilities. This Exhibit applies to all Task Orders**.**

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, "Payments to Engineer," of the specific Task Order.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order.

E. Exhibit E, Notice of Acceptability of Work. Engineer shall use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if (1) the form is expressly incorporated by reference in a specific Task Order, and Engineer's scope of services in the specific Task Order includes providing such a notice to Owner and Contractor, and (2) the Work is in fact acceptable pursuant to applicable requirements, subject to the terms of the notice.

F. Exhibit F, Construction Cost Limit. This Exhibit is contractually binding only with respect to those specific Task Orders that (1) expressly incorporate Exhibit F by reference in the Task Order, Paragraph 2, "Services of Engineer," and (2) expressly state a specific Construction Cost Limit and contingency for the Specific Project in Paragraph 2, "Services of Engineer," of the specific Task Order.

G. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders.

H. Exhibit H, Dispute Resolution. This Exhibit is applicable to all Task Orders*.*

I. Exhibit I, Limitations of Liability. This Exhibit is applicable to all Task Orders*.*

J. Exhibit J, Special Provisions. This Exhibit is applicable to all Task Orders*.*

K. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

8.03 *Total Agreement*

A. This Agreement (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

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8.04 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.05 *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 8.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing 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.

8.06 *Affirmative Action:*

A. Owner and Engineer shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER: CITY OF DICKINSON	ENGINEER: KLJ Engineering LLC
By:	By:
(Print Name)	(Print Name) Mark Anderson
Title:	Title: Senior Vice President, PWT
Date Signed:	Date Signed:
	Firm's Certificate No.:
	State of:
Address for Owner's receipt of notices:	Address for Engineer's receipt of notices:
City of Dickinson	KLJ Engineering LLC
38st St W	400 East Broadway Ave., Ste. 600
Dickinson, ND 58601-5222	Bismarck, ND 58501
	Legal Notices to: legal@kljeng.com
DESIGNATED REPRESENTATIVE	DESIGNATED REPRESENTATIVE
Name:	Name: James Kiedrowski
Title:	Title: Project Managers
Address:	Address:
	677 27th Ave E
	Dickinson, ND 58601-7168
Phone:	Phone: 701-456-3101
Email:	Email:James.Kiedrowski@kljeng.com

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SUGGESTED FORM OF TASK ORDER

This is Task Order No. , consisting of _____ pages.

Task Order

[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated December 31, 2025 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

a. Effective Date of Task Order: _____

b. Owner: CITY OF DICKINSON

c. Engineer: KLJ Engineering LLC

d. Specific Project (title): _____

e. Specific Project (description): _____

2. Services of Engineer

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

[Select one of the following three options and delete the other two.]

☐ set forth in Part 1—Basic Services of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

[or]

☐ as follows: [ ] ***[Note: Insert scope of services here, or incorporate by reference a scope of services set out in a separate document such as a letter or proposal.]***

[or]

☐ the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference: ***[Note: If this option is selected, include only those sections below that are part of Basic Services for the specific Task Order, and delete those sections below that do not apply.]***

- Study and Report Services (Exhibit A, Paragraph A1.01)
- Preliminary Design Phase (Exhibit A, Paragraph A1.02)

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- Final Design Phase (Exhibit A, Paragraph A1.03)
- Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
- Construction Phase Services (Exhibit A, Paragraph A1.05)
    - including Resident Project Representative (RPR) services (A1.05.A.2)
    - ***[or]*** [not including Resident Project Representative (RPR) services (A1.05.A.2)]
- Post-Construction Phase Services (Exhibit A, Paragraph A1.06)
- Commissioning Services (Exhibit A, Paragraph A1.07)

B. Resident Project Representative (RPR) Services

If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

[1. If RPR services are <u>not</u> in the scope of this Task Order, do not include any references to RPR services in Exhibit A (Paragraph A1.05.A.2) for this Task Order (or state "Does not apply" or similar), or in any other scope of services text or document.

2. If appropriate, modify Exhibit D for this specific Task Order, and attach it, rather than incorporating the Exhibit D that is included with the Agreement.]

C. Designing to a Construction Cost Limit

[If the design under this Task Order will be governed by a Construction Cost limit, then include the following clause, with blanks filled in, and thereby incorporate Exhibit F; if not, then delete the clause or indicate "Does not apply" or similar)]

Under this Task Order Engineer will design to a Construction Cost Limit, subject to the terms of Paragraph 5.02 of the Agreement and of Exhibit F to the Agreement. Exhibit F is expressly incorporated by reference. The Construction Cost Limit is $_____. The bidding or negotiating contingency to be added to the Construction Cost Limit is _____ percent.

D. Other Services

Engineer shall also provide the following services: ***[Summarize or provide a brief description of other services (if any) that are to be provided by Engineer as Basic Services, but have not been addressed in Paragraphs 2.A through 2.C. If applicable, categorize such other services by phases, such as other Study and Report Phase Services, other Preliminary Design Phase Services, and so on. If all Basic Services have been covered in Paragraphs 2.A though 2.C, then indicate "None" here in 2.D, or delete 2.D in its entirety.]***

E. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

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3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

[Select one of the following three options and delete the other two.]

☐ set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

[or]

☐ as follows: [ ] ***[Note: Insert list of Additional Services here, or incorporate by reference a list of Additional Services set out in a separate document. Indicate whether advance authorization is needed, and include other governing terms and conditions.]***

[or]

☐ those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: ***[State any additions or modifications to Exhibit B for this Specific Project here.]***

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule: ***[Revise and amend for each specific Task Order.]***

Party	Action	Schedule
Engineer	**Furnish [ ] review copies of the Report and other Study and Report Phase deliverables to Owner.**	**Within [ ] days of the Effective Date of the Task Order.**
Owner	**Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.**	**Within [ ] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.**
Engineer	**Furnish [ ] copies of the revised Report and other Study and Report Phase deliverables to Owner.**	**Within [ ] days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.**
Engineer	**Furnish [ ] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.**	**Within [ ] days of Owner's authorization to proceed with Preliminary Design Phase services.**

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Owner	**Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.**	**Within [ ] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.**
Engineer	**Furnish [ ] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.**	**Within [ ] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.**
Engineer	**Furnish [ ] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.**	**Within [ ] days of Owner's authorization to proceed with Final Design Phase services.**
Owner	**Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.**	**Within [ ] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.**
Engineer	**Furnish [ ] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.**	**Within [ ] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables**

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

[Notes: 1. Delete line items that do not apply to this Task Order. 2. For each line item indicate either "Lump Sum," "Direct Labor," or "Hourly Rates" as the Basis of Compensation. 3. Cross-references are to Exhibit A. Revise if necessary, or delete cross-references if Exhibit A is not used to establish the scope of services under this Task Order.]

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Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)		
a. Study and Report Phase (A1.01)	$[ ]	[ ]
b. Preliminary and Final Design Phase (A1.02, A1.03)	$[ ]	[ ]
c. Bidding or Negotiating Phase (A1.04)	$[ ]	[ ]
d. Construction Phase (A1.05)*	$[ ]	[ ]
e. Resident Project Representative Services* (A1.05.A.2).	$[ ]	[ ]
f. Post-Construction Phase (A1.06)	$[ ]	[ ]
g. Commissioning Phase (A1.07)	$[ ]	[ ]
h. Other Services (see A1.08, and 2.D above)	$[ ]	[ ]
TOTAL COMPENSATION (lines 1.a-h)	$_____	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	[ ]

[Many of the line items under Line 1, Basic Services, will frequently be governed by a single Basis of Compensation; however, it is not unusual to have some variation among the services so the table allows the user to establish different bases of compensation for the various Basic Compensation phases (1.a-1.h).]

*Based on a [ ] -month continuous construction period.

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 Consultants' 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.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order:

8. Other Modifications to Agreement and Exhibits:

[Supplement or modify Agreement and Exhibits, if appropriate.]

9. Attachments:

10. Other Documents Incorporated by Reference:

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11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

OWNER: CITY OF DICKINSON	ENGINEER: KLJ Engineering LLC
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
	Firm's Certificate No. (if required): _____
	State of: _____
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: _____	Name: James Kiedrowski
Title: _____	Title: _____
Address: _____	Address: _____
E-Mail Address: _____	E-Mail Address: _____
Phone: _____	Phone: _____

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This is **EXHIBIT A**, consisting of [ ] pages, referred to in and part of the **Task Order** dated December 31, 2025.

Engineer's Services for Task Order

[Edit for each individual Task Order.]

PART 1—BASIC SERVICES

A1.01 *Study and Report Phase Services*

A. As Basic Services, 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 such potential solutions: ***[List the specific potential solutions 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 three 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.

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. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, 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.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.

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7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.

8. 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). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, 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. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.

15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

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A1.02 *Preliminary Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.

2. In preparing the Preliminary Design Phase documents, 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, as appropriate, pursuant to Owner's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain and review 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-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.

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10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of 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. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. 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.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts

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of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.

B. 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, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

A1.04 *Bidding or Negotiating Phase*

A. As Basic Services, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where 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 for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of prospective contractors.

5. 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.

6. 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

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other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

A1.05 *Construction Phase*

A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. 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, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the 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 the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D in the Task Order.]***

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings,

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information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *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.

7. *Schedules:* Receive, review, and 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.

8. *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.

9. *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 construction, 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, and the Resident Project Representative, 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 the Agreement, this Task Order, 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 the Resident Project Representative, 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.

    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 and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall 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

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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.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *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 Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. *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.

15. *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, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.

16. *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 (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) 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.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and

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compatibility with the design concept of the completed 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.

18. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

19. *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 that 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. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c. 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.

20. *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 shall 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.

21. *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, to the best 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

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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 the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *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 Paragraph A1.05.A.17. 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 shall be to check that Contractor has submitted all pages.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site 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.

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's

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knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

25. *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.

B. *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 Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, 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 final Construction Contract under the Task Order.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:

1. Together with Owner, visit the 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 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.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

A1.07 *Commissioning Phase*

A. As Basic Services, Engineer shall:

1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.

2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

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3. Prepare operation and maintenance manuals.

4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.

5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A1.08 *Other Services:* Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

PART 2—ADDITIONAL SERVICES

A2.01 *Additional Services Requiring an Amendment to Task Order*

A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. 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.

2. 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.

3. 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 of the Task Order or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

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7. Undertaking investigations and studies including, but not limited to:

    a. detailed consideration of operations, maintenance, and overhead expenses;

    b. based on the engineering and technical aspects of the Project, 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 do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

    c. preparation of appraisals;

    d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

    e. detailed quantity surveys of materials, equipment, and labor; and

    f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

    a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.

    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.

11. 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.

12. 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 constructibility 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.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

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15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. 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.

17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. 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.

20. Preparation of operation, maintenance, and staffing manuals.

21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.

25. Overtime work requiring higher than regular rates.

26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).

29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.

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30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence 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 from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than “or equal” items; 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 Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

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. 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.

6. 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.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

8. 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.

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This is **EXHIBIT B**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated December 31, 2025.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 *Specific Responsibilities*

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

2. 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), 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-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), 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 draft Construction Contract Documents, when applicable. 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; and 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.

3. Furnish to Engineer 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.

4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

    a. Property descriptions.

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b. Zoning, deed, and other land use restrictions.

c. Utility and topographic mapping and surveys.

d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

e. 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.

f. 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.

g. Data or consultations as required for the Project but not otherwise identified in this Agreement.

5. 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 the Agreement.

6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

   a. Accounting, bond and financial advisory (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.

   b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

   c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

7. 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. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

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9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

13. 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.

14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

15. Advise Engineer as to whether Engineer’s assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

16. Place and pay for advertisement for Bids in appropriate publications.

17. Furnish to Engineer data as to Owner’s anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

18. 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.

19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

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20. Perform or provide the following: ***[Here list any additional Owner responsibilities]***.

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This is **EXHIBIT C**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated December 31, 2025.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *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 shall be identified in each specific Task Order (see Suggested Form of Task Order, 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 the Task Orders, as identified in each specific Task Order:

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

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

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

4. Cost Plus Fixed Fee (plus any expenses expressly eligible for reimbursement)

C2.02 *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 Consultants, 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 Consultant 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): [ ] ***[List any such reimbursable expenses here, or indicate "None." If "None" then the reference to Appendix 1 may be deleted.]***

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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 actually 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 C2.03 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 Exhibit as Appendices 1 and 2.

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

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

6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of [ ]) 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 [ ] 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 C2.03 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 shall 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 Consultant's charges, if any).

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5. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

D. Cost Plus Fixed Fee

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's actual cost plus a fixed fee basis for the services of Engineer's employees engaged on the Specific Project. The actual costs will consist of salary costs, overhead expenses and direct non-salary expenses. All direct salary costs and expenses may be verified by auditing at the conclusion of the project. The fixed payment, stated in the Task Order, shall not vary from the maximum specified unless the overall scope of the project changes. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 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 shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, reimbursable expenses and fixed fee (including Consultant's charges, if any).

4. The amounts billed will be based on the applicable actual costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing, plus reimbursable expenses (including Consultant's charges, if any) The portion of the Fixed Fee amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Fixed Fee.

5. Actual costs will be adjusted annually (as of [ ]) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *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 Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.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: 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 services; reproduction of reports, Drawings, Specifications, bidding-related or other

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procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any 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 shall 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 [ ].

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

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.

~~C2.04 *Serving as a Witness*~~

A. ~~For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of [ ] times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.~~

C2.05 *Other Provisions Concerning Payment*

A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.

B. *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. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall 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 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, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

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This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated [December 31, 2025.

Reimbursable Expenses Schedule

Expenses eligible for reimbursement are subject to review and adjustment per Exhibit C. Rates and charges for reimbursable expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	_____/page
Copies of Drawings	_____/sq. ft.
Air Transportation	at cost
CAD Charge	_____/hour
Laboratory Testing	at cost
Health and Safety Level D	_____/day
Health and Safety Level C	_____/day
Lodging	at cost
Meals	$45/day per diem ($10 breakfast, $15 lunch, $20 dinner)

[Note to User: Customize this Schedule to reflect anticipated reimbursable expenses on this Specific Project]

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This is **Appendix 2 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated December 31, 2025.

Standard Hourly Rates Schedule

The following standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services as of the Effective Date of the Task Order are:

Billing Class VIII	$ _____/hour
Billing Class VII	$ _____/hour
Billing Class VI	$ _____/hour
Billing Class V	$ _____/hour
Billing Class IV	$ _____/hour
Billing Class III	$ _____/hour
Billing Class II	$ _____/hour
Billing Class I	$ _____/hour

[Note to User: The categories above (Billing Classes VIII through I) are traditional hourly rate classes for engineering services, but the classes themselves do not currently have widely accepted or understood meanings or definitions. Many approaches are possible for establishing the hourly rates that will be charged. These include defining the categories (for example, "Billing Class VI—Assistant Project Manager"), or using the engineering firm's own professional classifications. If hourly rates are ascribed to specific individuals, the user should ensure that changes in professional personnel and rates are allowable over the Project's course.]

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This is **EXHIBIT D**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated December 31, 2025.

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

D1.01 *Resident Project Representative*

A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, as incorporated in this Task Order, are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and 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.

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.

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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 and Samples*

    a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

    b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

    c. 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* M*odifications:* 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, 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; and

    c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

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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.

11. *Records*

    a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all 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, Shop Drawing and Sample submittals received from and delivered to Contractor, 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 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.

    d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

    e. Maintain records for use in preparing Specific Project documentation.

    f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

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12. *Reports*

    a. Furnish to Engineer 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 and recommend to Engineer proposed 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 Engineer of the occurrence of any Site accidents, emergencies, acts of God 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).

D. 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.

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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 Specific Project in whole or in part.

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This is **EXHIBIT E**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated December 31, 2025.

NOTICE OF ACCEPTABILITY OF WORK

SPECIFIC PROJECT:

OWNER:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
OWNER

And To: _____
CONTRACTOR

From: _____
ENGINEER

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the following terms and conditions of this Notice.

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CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all persons who receive said Notice and rely thereon agree:

1. This Notice is given 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 professional judgment of Engineer.

3. This Notice is given as 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 Specific Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, 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 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 related 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 Construction Contract Documents, or to otherwise comply with the Construction 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.

By:_____

_____

Title:_____

_____

Dated:_____

_____

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This is **EXHIBIT F**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated December 31, 2025.

Construction Cost Limit

Paragraph 5.02 of the Agreement is amended and supplemented to include the following when incorporated in the Task Order for a Specific Project:

F5.02 *Designing to Construction Cost Limit*

A. A Construction Cost limit may be set forth in the Task Order.

B. If a Construction Cost limit is set forth in a Task Order, then the Task Order will also specify bidding or negotiating contingency to be added to such Construction Cost limit.

C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.

D. Engineer will be permitted to determine what types of materials, equipment and component systems, and the types and quality thereof are to be included in the Drawings and Specifications and to make reasonable adjustments in the scope, extent, and character of a Specific Project to the extent consistent with the project requirements and sound engineering practices to bring the project within the Construction Cost limit.

E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer, and Owner shall consent to an adjustment in such Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.

F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Specific Project within a reasonable time, or (3) cooperate in revising the Specific Project's scope, extent, or character to the extent consistent with the Specific Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Construction Contract Documents as necessary to bring the Construction Cost within the Construction Cost limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of its responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.

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This is **EXHIBIT G**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated December 31, 2025.

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows, unless and except as specifically modified by a specific Task Order:

1. By Engineer:

a.	Workers' Compensation:	Statutory
b.	Employer's Liability –	
	1) Bodily injury, each accident:	$1,000,000
	2) Bodily injury by disease, each employee:	$1,000,000
	3) Bodily injury/disease, aggregate:	$1,000,000
c.	General Liability –	
	1) Each Occurrence (Bodily Injury and Property Damage):	$1,000,000
	2) General Aggregate:	$2,000,000
d.	Excess or Umbrella Liability –	
	1) Each Occurrence:	$2,000,000
	2) General Aggregate:	$4,000,000
e.	Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):	$1,000,000
f.	Professional Liability –	
	1) Each Claim Made:	$2,000,000
	2) Annual Aggregate:	$3,000,000

B. Additional Insureds:

1. The Owner shall be listed on Engineer’s general liability policy.

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This is **EXHIBIT H**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated December 31, 2025.

Dispute Resolution - Reserved

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This is **EXHIBIT I**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated December 31, 2025

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

I6.11.A *Limitation of Engineer's Liability*

1. *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 law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Specific Project or the Task Order 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, or Consultants (hereafter "Owner's Claims"), 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. Such limitation will not be reduced, increased, or adjusted on accout of legal fees paid, or costs and expeses of investigation, claims adjustment, defense or appeal.

2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for 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, the Task Order, or the Specific Project.

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This is **EXHIBIT J**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December 31, 2025.

Special Provisions

Paragraph(s) ___ of the Agreement is/are amended to include the following agreement(s) of the parties:

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This is **EXHIBIT K**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated December 31, 2025.

Amendment ___To Task Order No._____

1. Background Data:

a. Effective Date of Task Order: _____

b. Owner: CITY OF DICKINSON

c. Engineer: KLJ Engineering LLC

d. Specific Project: _____

2. Description of Modifications

_____

a. Engineer shall perform the following Additional Services: [ ]

b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: [ ]

c. The responsibilities of Owner with respect to the Task Order are modified as follows: [ ]

d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: [ ]

e. The schedule for rendering services under this Task Order is modified as follows: [ ]

f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: [ ]

[List other Attachments, if any]

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3. Task Order Summary (Reference only)

a. Original Task Order amount: $_____
b. Net change for prior amendments: $_____
c. This amendment amount: $_____
d. Adjusted Task Order amount: $_____

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER: CITY OF DICKINSON		ENGINEER: KLJ Engineering LLC	
By:	_____	By:	_____
Title:	_____	Title:	_____
Date Signed:	_____	Date Signed:	_____

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CITY OF Dickinson North Dakota

Engineering Memorandum

February 26, 2026

RE: March 3rd Commission Meeting

GENERAL SERVICES – TASK ORDER TO KLJ ENGINEERING LLC

For your consideration is a task order with KLJ Engineering LLC to perform general services. This task order will be under the new MSA which is also on the March 3, 2026 City Commission meeting agenda.

Typical tasks that have been requested under the general services task order are anticipated to be survey and engineering requests as needed to review: updates to our transportation network model utilizing VISTRO software from our recently completed transportation master plan project, easements, legal descriptions, utility information, signage, and other miscellaneous needs of the engineering department.

The city engineering staff recommends approval.

This is Task Order No. 2604-10745, consisting of 3 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated March 3, 2026 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

a.	Effective Date of Task Order:	March 3, 2026
b.	Owner:	CITY OF DICKINSON
c.	Engineer:	KLJ Engineering LLC
d.	Specific Project (title):	General Services
e.	Specific Project (description):	This task order is for general surveying, planning, civil engineering, material testing, and Resident Project Representative services to be performed on an as requested basis

2. Services of Engineer

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

1. as follows: General surveying, planning, civil engineering, material testing, and Resident Project Representative services as requested by the Owner and agreed upon by the Engineer.

   An email or written scope, fee, and schedule agreed to by both parties shall be considered sufficient authorization to provide services under this Task Order.

B. Resident Project Representative (RPR) Services

If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

C. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

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3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

☐ those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: N/A

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule: No specific schedule is included with this Task Order. Engineer will complete services per the agreed to scope, fee, and schedule as outlined in Paragraph 2.A

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. General Services	**T.B.D.**	**Standard Hourly Rates**
2. Additional Services (Part 2 of Exhibit A)	**NA**	**Standard Hourly Rates**

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 Consultants' 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.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order: N/A, but may be revised pending the request of services from the Owner.

8. Other Modifications to Agreement and Exhibits: N/A

9. Attachments: None

10. Other Documents Incorporated by Reference: N/A

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11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

OWNER: CITY OF DICKINSON	ENGINEER: KLJ Engineering LLC
By: _____	By: Mark Anderson
Print Name: _____	Print Name: Mark Anderson
Title: _____	Title: Senior Projct Manager, PWT
	Firm's Certificate No. (if required): _____
	State of: _____
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: _____	Name: James Kiedrowski
Title: _____	Title: Engineer
Address: _____	Address: 677 27th Ave East, Dickinson, ND 58601
E-Mail Address: _____	E-Mail Address: james.kiedrowski@kljeng.com
Phone: _____	Phone: 701-690-0503

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This is **EXHIBIT A**, consisting of 15 pages, referred to in and part of the **Task Order** dated March 3, 2026.

Engineer's Services for Task Order

PART 1—BASIC SERVICES

A1.01 *Study and Report Phase Services*

A. As Basic Services, 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 such potential solutions: ***N/A***

   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 three 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.

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. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, 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.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.

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8. 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). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, 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. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.

15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.

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2. In preparing the Preliminary Design Phase documents, 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, as appropriate, pursuant to Owner's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain and review 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-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.

10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

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B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of 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. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. 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.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

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10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.

B. 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, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

A1.04 *Bidding or Negotiating Phase*

A. As Basic Services, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where 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 for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of prospective contractors.

5. 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.

6. 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 Paragraph A2.01.B.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

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8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

A1.05 *Construction Phase*

A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. 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, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the 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**.**

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of 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, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *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

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Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and 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.

8. *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.

9. *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 construction, 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, and the Resident Project Representative, 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 the Agreement, this Task Order, 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 the Resident Project Representative, 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.

    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 and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall 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.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or

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remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *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 Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. *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.

15. *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, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.

16. *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 (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) 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.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed 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.

18. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.

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19. *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 that 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. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c. 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.

20. *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 shall 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.

21. *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, to the best 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

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in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *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 Paragraph A1.05.A.17. 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 shall be to check that Contractor has submitted all pages.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site 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.

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

25. *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.

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B. *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 Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, 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 final Construction Contract under the Task Order.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:

1. Together with Owner, visit the 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 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.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

A1.07 *Commissioning Phase*

A. As Basic Services, Engineer shall:

1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.

2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

3. Prepare operation and maintenance manuals.

4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.

5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

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A1.08 *Other Services:* Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

PART 2—ADDITIONAL SERVICES

A2.01 *Additional Services Requiring an Amendment to Task Order*

A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. 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.

2. 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.

3. 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 of the Task Order or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:

   a. detailed consideration of operations, maintenance, and overhead expenses;

   b. based on the engineering and technical aspects of the Project, 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 do

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not include rendering advice regarding municipal financial products or the issuance of municipal securities;

c. preparation of appraisals;

d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

e. detailed quantity surveys of materials, equipment, and labor; and

f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.

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.

11. 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.

12. 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 constructibility 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.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. 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.

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17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. 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.

20. Preparation of operation, maintenance, and staffing manuals.

21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.

23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.

25. Overtime work requiring higher than regular rates.

26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).

29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.

30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence 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 from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic

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Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than “or equal” items; 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 Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

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. 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.

6. 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.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

8. 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.

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This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 3, 2026.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 *Specific Responsibilities*

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

2. 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), 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-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), 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 draft Construction Contract Documents, when applicable. 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; and 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.

3. Furnish to Engineer 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.

4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

    a. Property descriptions.

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b. Zoning, deed, and other land use restrictions.

c. Utility and topographic mapping and surveys.

d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

e. 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.

f. 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.

g. Data or consultations as required for the Project but not otherwise identified in this Agreement.

5. 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 the Agreement.

6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

   a. Accounting, bond and financial advisory (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.

   b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

   c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

7. 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. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

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9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

13. 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.

14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

15. Advise Engineer as to whether Engineer’s assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

16. Place and pay for advertisement for Bids in appropriate publications.

17. Furnish to Engineer data as to Owner’s anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

18. 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.

19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

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20. Perform or provide the following: ***To be determined by each request for services under this Task Order.***

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This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 3, 2026.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *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 are identified below. 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 the Task Orders, as identified in each specific Task Order:

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

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

C2.02 *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 Consultants, 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 Consultant charges.

21. 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.

3. 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 actually 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

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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 C2.03 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 Exhibit as Appendices 1 and 2.

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

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

22. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of January 1st of each year) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *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 Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.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: 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 services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any 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 shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.

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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 one.

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

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.

~~C2.04 *Serving as a Witness*~~

~~A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of [ ] times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.~~

C2.05 *Other Provisions Concerning Payment*

A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.

B. *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. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall 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 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, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

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This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated March 3, 2026.

Reimbursable Expenses Schedule

Expenses eligible for reimbursement are subject to review and adjustment per Exhibit C. Rates and charges for reimbursable expenses as of the date of the Agreement are:

Air Transportation	at cost
Laboratory Testing	at cost
Lodging	at cost
Meals	$45/ day per diem ($10 breakfast, $15, lunch, $20 dinner)

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This is **Appendix 2 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 3, 2026.

Standard Hourly Rates Schedule

The following standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services as of the Effective Date of the Task Order are:

KLJ Staff Type	Standard Rate	KLJ Staff Type	Standard Rate
Archaeologist III	$155	CAD Technician I	$104
Archaeologist IV	$204	CAD Technician II	$110
Environmental Specialist II	$135	CAD Technician III	$125
Environmental Specialist III	$171	GIS Specialist I	$114
Environmental Specialist IV	$191	GIS Specialist II	$127
Environmental Specialist V	$218	GIS Specialist III	$135
Government Relations Specialist	$173	GIS Specialist IV	$156
Graphic Design Specialist	$143	Intern	$75
Engineering Technician I	$106	Associate Planner	$118
Engineering Technician II	$117	Planner	$173
Engineering Technician III	$149	Senior Planner	$237
Designer Technician	$130	Senior Public Engagement Strategist	$167
Associate Designer	$133	Project Controls Specialist I	$106
Designer	$145	Project Controls Specialist II	$162
Engineer in Training I	$121	Survey Technician	$95
Engineer in Training II	$132	Crew Chief	$113
Associate Engineer	$157	Senior Crew Chief	$159
Engineer/Project Manager	$184	Professional Land Surveyor	$185
Senior Engineer/Senior Project Manager	$236	Principal Land Surveyor	$223
Project Assistant I	$94		
Project Assistant II	$107		
Project Assistant III	$143		

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This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 3, 2026.

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority may be incorporated in the Task Order for a Specific Project:

D1.01 *Resident Project Representative*

A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, as incorporated in this Task Order, are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and 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.

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.

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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 and Samples*

    a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

    b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

    c. 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* M*odifications:* 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, 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; and

    c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

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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.

11. *Records*

    a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all 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, Shop Drawing and Sample submittals received from and delivered to Contractor, 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 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.

    d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

    e. Maintain records for use in preparing Specific Project documentation.

    f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

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12. *Reports*

    a. Furnish to Engineer 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 and recommend to Engineer proposed 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 Engineer of the occurrence of any Site accidents, emergencies, acts of God 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).

D. 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.

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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 Specific Project in whole or in part.

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This is **EXHIBIT K**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [ ].

Amendment __To Task Order No. 2604-10745

1. Background Data:

a. Effective Date of Task Order: March 3, 2026

b. Owner: CITY OF DICKINSON

c. Engineer: KLJ Engineering LLC

d. Specific Project: General Services

2. Description of Modifications

a. Engineer shall perform the following Additional Services: [ ]

b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: [ ]

c. The responsibilities of Owner with respect to the Task Order are modified as follows: [ ]

d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: [ ]

e. The schedule for rendering services under this Task Order is modified as follows: [ ]

f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: [ ]

[List other Attachments, if any]

3. Task Order Summary (Reference only)

a. Original Task Order amount: $[ ]
b. Net change for prior amendments: $[ ]
c. This amendment amount: $[ ]
d. Adjusted Task Order amount: $[ ]

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The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER: CITY OF DICKINSON		ENGINEER: KLJ Engineering LLC	
By:	_____	By:	_____
Title:	_____	Title:	_____
Date Signed:	_____	Date Signed:	_____

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CITY OF Dickinson North Dakota

Engineering Memorandum

February 25, 2026

RE: March 3rd Commission Meeting

GRANT WRITING SERVICES – TASK ORDER TO KLJ ENGINEERING LLC

For your consideration is a task order amendment for KLJ Engineering LLC to perform grant writing services for 2026 for an hourly not to exceed amount as specified in the contract of **$68,260.00**. The individual projects will fund the grant writing services which were included in the 2026 capital improvement project budget.

Included in the scope of work are the following tasks:

Project and Task Summary	
Task 1 - Public Training Safety Facility - Project # 202408	$6,380
Task 2 - Review 2026-2030 CIP / Identification of New Grant Funded Priority Projects	$12,080
Task 3 - Urban Grant Funding (Downtown) Project Concept Development/Support NDDOT Flex Fund Application	$21,380
Task 4 - Misc. Support Services/ On Call Grant Writing Support	$28,420
Total	**$68,260**

The city engineering staff recommends approval.

This is Task Order No.2604-10741-1 , consisting of 3 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated March 3, 2026 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

a.	Effective Date of Task Order:	March 3, 2026
b.	Owner:	City of Dickinson
c.	Engineer:	KLJ Engineering LLC
d.	Specific Project (title):	Capital Planning, Programming and Grant Writing Support Services
e.	Specific Project (description):	Grant Development/Support Services

2. Services of Engineer

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

Task 1 – Project 202408 – Public Safety Training Center: KLJ will support the City of Dickinson in seeking funding to support various municipal improvements associated with the Public Safety Training Facility. This could include additional funding opportunities which flex coordination and alignment with public educational institutions such as Dickinson State University (DSU) and the Dickinson Public Schools.

Task 2 - Review 2026-2030 CIP / Identification of New Grant Funded Priority Projects: KLJ will review the new 2026-2030 CIP to initiate the development of a refreshed list of potential grant funded priority projects. Emphasis will be on projects not currently fully funded, but which have some potential element of local match available over the next 4 years.

Task 3 – Urban Grant (Downtown) Project Concept Development / Support NDDOT Flex Funding: KLJ will work with the City of Dickinson to evaluate and then submit projects for funding for the Urban Grant Program. This includes a more detailed evaluation of a possible project concept(s) for future Urban Grant application that reflects pending stormwater analysis, account for need to upgrade/address streetlighting issues and support projected pavement and bike/ped needs in the downtown area.

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KLJ will support the City of Dickinson in evaluating and preparing a request for the NDDOT for Flex Funding. This includes evaluating existing priority projects to determine those most suited to submit for Flex funding.

Task 4 - Misc. Support Services / On Call Grant Writing Support: $28,420 KLJ will support the City of Dickinson evaluate and align yet to be determined funding options/grants to address potential existing or future project needs facing the City of Dickinson. This includes outreach, communications and coordination with fundings agencies; review of existing Notices of Available Funding (NOFAs); and comparative analysis of various projects with potential funding sources. As directed by City staff, KLJ will prepare and submit grants for identified projects. Other Services

B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are: None

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and make a good faith to supply background planning and programming information available to the Engineer to support services described in Section 2. A.

5. Task Order Schedule

The parties shall meet the following schedule:

- Notice to Proceed: March 3, 2026
- Monthly project management team meetings; Interim deliverables based on various grant deadlines; however overall term of this effort to be completed by January 31, 2027.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Project and Task Summary	
Task 1 - Public Training Safety Facility - Project # 202408	$6,380
Task 2 - Review 2026-2030 CIP / Identification of New Grant Funded Priority Projects	$12,080
Task 3 - Urban Grant Funding (Downtown) Project Concept Development/Support NDDOT Flex Fund Application	$21,380
Task 4 - Misc. Support Services/ On Call Grant Writing Support	$28,420
Total	**$68,260**

B. The terms of payment are set forth in Article 4 of the Agreement and are based on hourly rate schedule for assigned staff. Applicable reimbursables will also be charged in accordance with the original Agreement.

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7. Other Modifications to Agreement, Exhibits or Attachments: *None*

8. Terms and Conditions –

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement, which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

OWNER: CITY OF DICKINSON	ENGINEER: KLJ Engineering LLC
By: _____	By:
Print Name: _____	Print Name: Wade Kline
Title: _____	Title: Public Engagement Manager
	Firm's Certificate No. (if required): _____
	State of: _____
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: Josh Skluzacek	Name: Wade Kline
Title: Engineer / Community Development Director	Title: Group Leader – Planning/ Public Engagement/Government Relations/
Address: 38 1st Street W Dickinson, ND 58601	Address: 300 23rd Avenue E, West Fargo, ND 58078
E-Mail Address: Josh.Skluzacek@dickinsongov.com	E-Mail Address: Wade.kline@Kljeng.com
Phone: 701.456.7715	Phone: 701.271.5009

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Engineering & Community Development

Presented by: Joshua Skluzacek – Engineer/Community Development Director

Tuesday March 3, 2026

City Commission Monthly Report

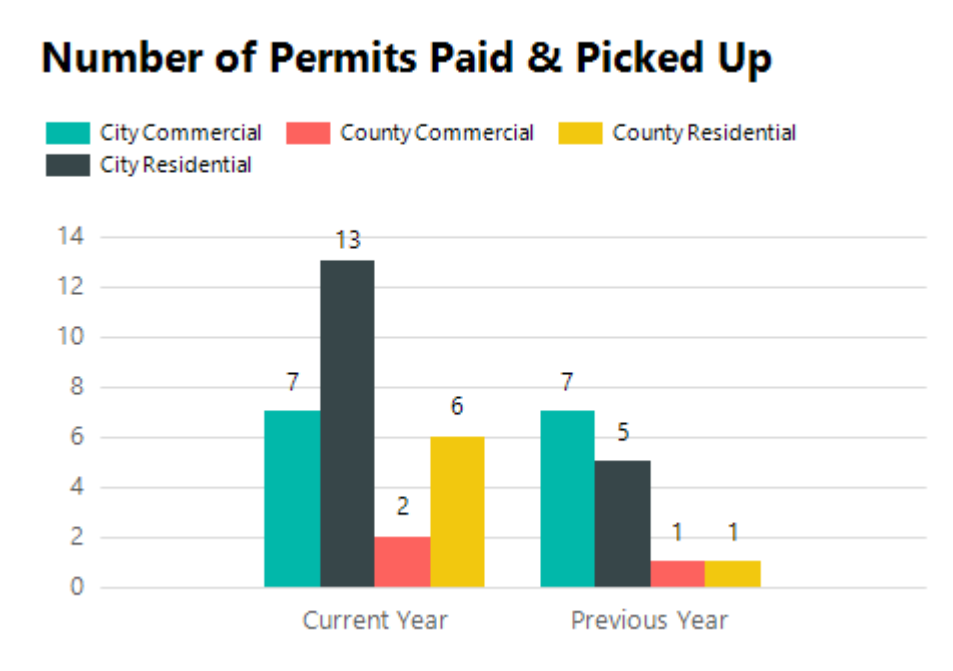
CITY OF Dickinson North Dakota

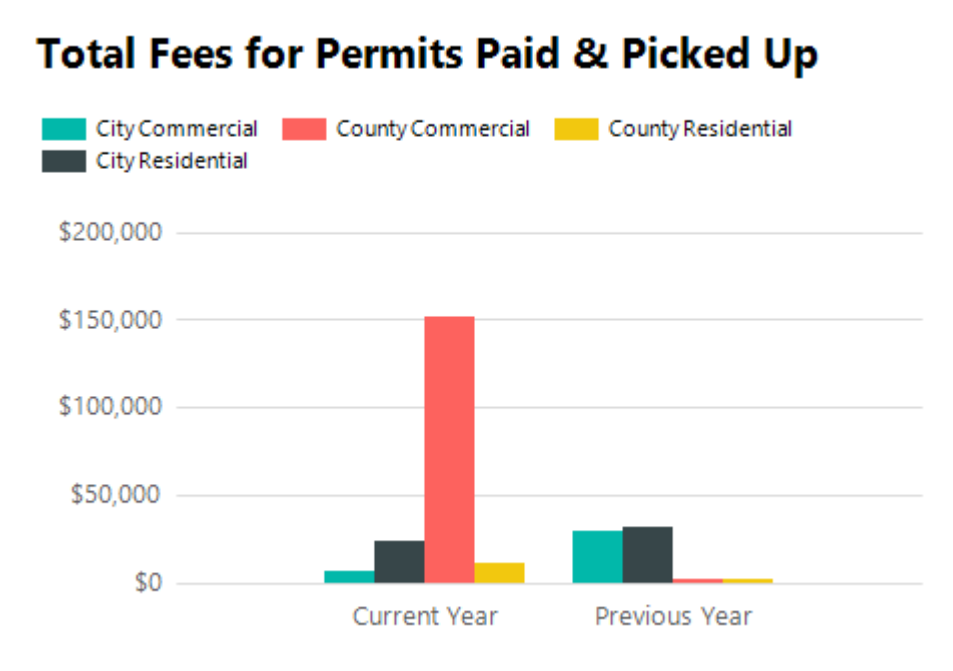
Planning

- The City of Dickinson has received a total of 9 development applications in 2026, including:
  - 1 Preliminary Plat for a Major Subdivision
  - 1 Final Plat for a Major Subdivision
  - 1 Zoning Map Amendment request
  - 6 Zoning Text Amendments
- 11 development meetings have been held with potential applicants in 2026 so far

CITY OF Dickinson North Dakota

Buildings & Codes





Date Range reported through February 24, 2026

CITY OF Dickinson North Dakota

Date Range reported through
February 26, 2026

Engineering

Project Name	Project Manager	Progress	Start	End
EXECUTION				
5TH ST SW - 3RD AVE W to 6TH AVE E	JS	0%	5/25/2026	10/16/2026
EAST WATER TANK INTERIOR COATING	KK	0%	5/25/2026	9/25/2026
I-94 WBL & ROUNDABOUTS	JS	0%	5/25/2026	10/16/2026
BALER BUILDING EXPANSION	KK	1%	5/4/2026	10/29/2027
MANHOLE REPAIR	KK	5%	5/4/2026	7/24/2026
LIBRARY EXPANSION	KK	40%	9/1/2025	7/31/2026
WRF FINAL CLARIFIER IMPROVEMENTS	KK	50%	9/2/2025	5/29/2026
DHS WATERMAIN EXTENSION	JS	95%	8/15/2025	6/26/2026
2025 ROAD MAINTENANCE	JS	98%	5/27/2025	6/19/2026

CITY OF Dickinson North Dakota

Date Range reported through
February 26, 2026

Engineering

Project Name	Project Manager	Progress	Start	End
PRELIMINARY/DESIGN				
VARIOUS ROADWAY STRUCTURE REPAIR	JS	0%	3/3/2026	11/20/2026
WRF BIOSOLIDS HOLDING TANK UPGRADES	KK	2%	9/2/2025	6/1/2026
2027 WATERMAIN REPLACEMENT	JS	5%	1/21/2026	11/20/2026
EMPIRE RD - 23rd AVE W to 8th AVE W	JS	5%	1/7/2026	11/20/2026
FAIRWAY ST - STATE AVE to 13th AVE W	JS	5%	1/7/2026	11/20/2026
H2S MITIGATION	KK	5%	8/27/2025	10/12/2026
WRF HVAC CONTROLS	KK	5%	9/2/2025	6/1/2026
VARIOUS INTERSECTION ANALYSIS	JS	10%	1/21/2026	11/20/2026
2027 ROAD MAINTENANCE	JS	15%	1/5/2026	11/20/2026
NW REGIONAL FLOOD CONTROL	JS	15%	8/6/2025	5/29/2026
WRF PRELIMINARY TREATMENT IMPROVEMENTS	KK	30%	9/2/2025	6/1/2026
9TH ST W & 5TH AVE W INTERSECTION	JS	30%	2/6/2024	12/31/2027
DOWNTOWN DRAINAGE IMPROVEMENTS	JS	50%	8/19/2025	9/18/2026

Project Name	Project Manager	Progress	Start	End
PRELIMINARY/DESIGN ENGINEERING				
LIFT 7 UPDATES	KK	50%	6/24/2025	11/20/2026
MANNS DAM EAP & MITIGATION	KK	85%	1/31/2025	5/29/2026
QUEEN CITY DAM EAP & RISK ASSESSMENT	KK	90%	1/31/2025	5/29/2026
21st ST W _ STATE AVE to 3rd AVE W	JS	98%	3/3/2025	3/20/2026
EAST BROADWAY DAM	KK	99%	11/27/2023	5/29/2026
WRF IFAS IMPROVEMENTS	KK	99%	9/2/2025	3/20/2026
ENTRANCE SIGNS	KK	99%	9/26/2023	3/20/2026
2026 UTILITY & STREET IMPROVEMENTS	JS	100%	3/3/2025	2/11/2026
2026 ROAD MAINTENANCE	JS	100%	3/3/2025	2/11/2026
4TH ST E, 5TH ST E, & 26TH AVE E STREET & STORM WATER	JS	100%	3/5/2024	2/11/2026
MUSEUM EXPANSION	KK	100%	1/1/2024	2/11/2026
10TH AVE E - VILLARD TO MUSEUM DR	JS	100%	2/6/2024	12/4/2
10TH AVE E - MUSEUM DR to 21ST ST E	JS	100%	2/6/2024	8/22/2025

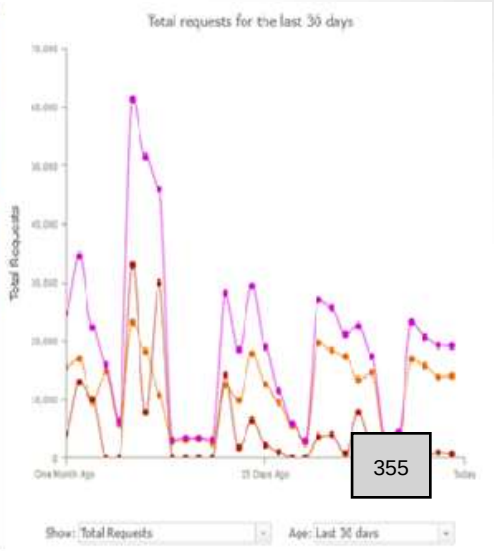
Geographic Information System (GIS)

- Office setup computer & software for GIS Technician Ryan Fell, March 2, 2026 start date.
- Question regarding credits, they are used for storage and certain analysis tools used in ArcGIS Online, We have never purchased additional credits, many of the same tools are available to our users through our enterprise portal.
- Working on web app to allow tracking and viewing Road Closures.

Web map
Dickinson Land Information Map
Information about Tax parcels, Zoning, and other features.

Web map
Dickinson Street Information Map
Map Showing various street designations for the City of Dickinson,ND

Web map
Dickinson Utility Information Map
Utility locate layers for the City of Dickinson, ND



CITY OF Dickinson North Dakota

Thank you!

QUESTIONS AND COMMENTS ARE WELCOME

CITY OF Dickinson North Dakota

www.DickinsonGov.com

Code Changes: Section 62-10. – Definitions.

"Commercial vehicles means trucks, tractor cab units, trailers, used in any way as part of any commercial application, endeavor or business."

~~*"Heavy recreational vehicles means motor coach homes, converted buses and converted trucks."*~~

"Heavy vehicles means vehicles over ~~ten tons~~ 10,000 pounds gross empty weight."

"Personal vehicles means ~~shall mean~~ passenger cars, vans, pick-up trucks, camper shells, toppers, and other similar appurtenances intended for attachment to a personal vehicle, trailers ~~under 20 feet in length~~, and boats."

"Recreational vehicle means a vehicle towed or self-propelled on its own chassis or attached to the chassis of another vehicle and designed or used for temporary dwelling, recreational, or sporting purposes. Recreational vehicles include, but are not limited to, travel trailers, campers~~;~~, boats, and boat trailers."

CITY OF Dickinson North Dakota

Code Changes: Section 62-471. – Accessory uses.

1) Home-based business/home occupations. Home-based businesses and home occupations are permitted as an accessory use in residential units subject to the following conditions:

   a. External effects.

      1. There shall be no change in the exterior appearance of the building or premises housing the home occupation other than signage permitted within this section.
      2. No noise, odors, bright lights, electronic interference, storage or other external effects attributable to the home occupation shall be noticeable from any adjacent property or public right-of-way.
      3. The home occupation shall be carried on entirely within the principal residential structure and/or within a detached accessory building approved by the City in accordance with this chapter. All criteria in Subsections (1)a.1, 2, and 4 through 6 of this section are applicable for the detached accessory building.
      4. Mechanical or electrical equipment supporting the home occupation shall be limited to that which is self-contained within the structure and normally used for office, domestic or household purposes.
      5. No outdoor storage of materials or equipment used in the home occupation shall be permitted, other than motor vehicles used by the owner to conduct the occupation. Parking or storage of heavy ~~commercial~~ vehicles to conduct the home occupation is prohibited.
      6. All discharges of sewage and wastes into public sewers shall comply with all applicable City ordinances.

CITY OF Dickinson North Dakota

Code Changes: Section 62-594. – Parking of certain vehicles.

a) Location of parking.

1) Parking of any vehicle is permitted within any enclosed structure when such structure conforms to the regulations of its zoning district.

2) Parking of personal vehicles is permitted on a paved driveway (outside of an enclosed structure/garage) within the front yard setback but shall in no case encroach upon the public right-of-way.

3) Parking of personal vehicles within an interior side yard must be located on a paved surface on the garage side of the property but shall not encroach upon the public right-of-way. Surface drainage shall maintain the standards set forth in the City Code.

4) Parking of personal vehicles may occur in the rear yard setback, provided that such parking conforms to the provisions of the zoning ordinance. The parking space shall be provided on either a paved, graveled, or rock surface.

5) ~~Commercial vehicles and h~~Heavy vehicles shall not be parked on any lot within the R-1, R-2, R-3, and MH Districts. This section shall apply even if the ~~commercial vehicle or~~ heavy vehicle is not being driven for the purpose of the commercial application, endeavor or business at the time said vehicle is parked within the aforementioned zoning districts.

6) All paved surfaces exceeding four feet in width shall require a driveway/pad permit issued by the Building Official or designee.

7) Street side yard driveways/pads shall not exceed half of the required setback.

CITY OF Dickinson North Dakota

Vehicle Definitions Zoning Text Amendment Staff

To: City of Dickinson Planning and Zoning Commissioners
From: City of Dickinson Community Development Services
Date: February 4, 2026
Re: ZTA-004-2026 Section 62 – Vehicle Definitions

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

Public Hearing	February 11, 2026	Planning and Zoning Commission
Public Hearing	February 17, 2026	City Commission
Final Consideration	March 3, 2026	City Commission

Community Development staff is requesting approval of zoning text amendments to Section 62-10 – Definitions, Section 62-471 – Accessory uses, and Section 62-594 – Parking of certain vehicles, in Chapter 62-Zoning of the Dickinson Municipal Code, to update the definitions of personal, commercial, heavy, and recreational vehicles. This proposed amendment also clarifies that heavy vehicles cannot be parked or stored on residential lots.

Staff recommendation: Staff recommends approval of this text amendment.

The proposed ordinance amending Chapter 62 updating vehicle definitions is included with this staff report.

DRAFT

STAFF ANALYSIS

BACKGROUND

At the request of City officials, the Community Development Department began researching how different North Dakota communities define personal, commercial, recreational, and heavy vehicles, as well as how those definitions compare to those found in the North Dakota Century Code.

COMPATIBILITY, COMPLIANCE, AND RECOMMENDATIONS

Compatibility with the Municipal Code

Heavy commercial vehicles are referred to in Section 62-471: Accessory uses, in reference to the parking and storage of heavy commercial vehicles for home-based occupations. As heavy commercial vehicles are not defined in the Municipal Code, this amendment updates the language to reference heavy vehicles.

Section 62-594(a)(5) states that "*Commercial vehicles and heavy vehicles shall not be parked on any lot within the R-1, R-2, R-3, and MH Districts. This section shall apply even if the commercial vehicle or heavy vehicle is not being driven for the purpose of the commercial application, endeavor or business at the time said vehicle is parked within the aforementioned zoning districts*." In the past, there has been confusion from residents about what constitutes a commercial vehicle and where these vehicles can be parked and stored.

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-004-2026.

MOTIONS:

*****Approval*****

"I move the City of Dickinson Planning and Zoning Commission recommend approval of **ZTA-004-2026: The Vehicle Definitions 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-004-2026: The Vehicle Definitions 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 PERSONAL, COMMERCIAL, RECREATIONAL, AND HEAVY VEHICLES DEFINITIONS AND STANDARDS

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

SECTION 1: Section 62-10. – Definitions. of Chapter 62 of the Municipal Code of the City of Dickinson is hereby amended and re-enacted as follows:

Sec. 62-10. – Definitions.

"*Commercial vehicles* means trucks, tractor cab units, trailers, used in any way as part of any commercial application, endeavor or business.

Heavy recreational vehicles means motor coach homes, converted buses and converted trucks.

Heavy vehicles means vehicles over ~~ten tons~~ 10,000 pounds gross empty weight.

Personal vehicles means ~~shall mean~~ passenger cars, vans, pick-up trucks, camper shells, toppers, and other similar appurtenances intended for attachment to a personal vehicle, trailers ~~under 20 feet in length~~, and boats.

Recreational vehicle means a vehicle towed or self-propelled on its own chassis or attached to the chassis of another vehicle and designed or used for temporary dwelling, recreational, or sporting purposes. Recreational vehicles include, but are not limited to, travel trailers, campers~~;~~, boats, and boat trailers."

SECTION 2: Item 1 in Section 62-471. – Accessory uses. of Chapter 62 of the Municipal Code of the City of Dickinson is hereby amended and re-enacted as follows:

Sec. 62-471. – Accessory uses.

1) Home-based business/home occupations. Home-based businesses and home occupations are permitted as an accessory use in residential units subject to the following conditions:
    a. External effects.
        1. There shall be no change in the exterior appearance of the building or premises housing the home occupation other than signage permitted within this section.
        2. No noise, odors, bright lights, electronic interference, storage or other external effects attributable to the home occupation shall be noticeable from any adjacent property or public right-of-way.
        3. The home occupation shall be carried on entirely within the principal residential structure and/or within a detached accessory building approved by the City in accordance with this chapter. All criteria in

Subsections (1)a.1, 2, and 4 through 6 of this section are applicable for the detached accessory building.

4. Mechanical or electrical equipment supporting the home occupation shall be limited to that which is self-contained within the structure and normally used for office, domestic or household purposes.
5. No outdoor storage of materials or equipment used in the home occupation shall be permitted, other than motor vehicles used by the owner to conduct the occupation. Parking or storage of heavy ~~commercial~~ vehicles to conduct the home occupation is prohibited.
6. All discharges of sewage and wastes into public sewers shall comply with all applicable City ordinances

SECTION 3: Item a in Section 62-594. – Parking of certain vehicles. of Chapter 62 of the Municipal Code of the City of Dickinson is hereby amended and re-enacted as follows:

Sec. 62-594. – Parking of certain vehicles.

a) Location of parking.
b) Parking of any vehicle is permitted within any enclosed structure when such structure conforms to the regulations of its zoning district.
c) Parking of personal vehicles is permitted on a paved driveway (outside of an enclosed structure/garage) within the front yard setback but shall in no case encroach upon the public right-of-way.
d) Parking of personal vehicles within an interior side yard must be located on a paved surface on the garage side of the property but shall not encroach upon the public right-of-way. Surface drainage shall maintain the standards set forth in the City Code.
e) Parking of personal vehicles may occur in the rear yard setback, provided that such parking conforms to the provisions of the zoning ordinance. The parking space shall be provided on either a paved, graveled, or rock surface.
f) ~~Commercial vehicles and h~~Heavy vehicles shall not be parked on any lot within the R-1, R-2, R-3, and MH Districts. This section shall apply even if the ~~commercial vehicle or~~ heavy vehicle is not being driven for the purpose of the commercial application, endeavor or business at the time said vehicle is parked within the aforementioned zoning districts.
g) All paved surfaces exceeding four feet in width shall require a driveway/pad permit issued by the Building Official or designee.
h) Street side yard driveways/pads shall not exceed half of the required setback.

SECTION 4: Repeal of Ordinances in Conflict. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION 5: Severability. In the event any section of this Ordinance is held invalid by court of competent jurisdiction, the invalidity shall extend only to the section affected, and other sections of this Chapter shall continue in full force and effect.

SECTION 6: Effective Date: This Ordinance shall be in full force and effect from and after final passage.

Scott Decker, President
Board of City Commissioners

ATTEST

Dustin Dassinger, City Administrator

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