REGULAR MEETING OF THE CITY COMMISSION AGENDA

Tuesday, April 15, 2025 at 4:30 PM
City Hall – 38 1st Street West Dickinson, ND 58601

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

CALL TO ORDER

ROLL CALL

OPENING CEREMONIES: PLEDGE OF ALLEGIANCE

1. ORDER OF BUSINESS: CONSIDERATION FOR APPROVAL

A. Resolution No: 11-2025

Ordinance No: 1817

2. CONSENT AGENDA

A. Approval of Meeting Minutes dated April 1, 2025 (Enc.)

Presented by: Vice President Baer

Consideration to approve

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

Presented by: Vice President Baer

Consideration to approve

3. ADMINISTRATION / FINANCE

A. Child Abuse Prevention Month Proclamation (Enc.)

Presented by: Vice President Baer

Consideration to approve

B. Southwest Water Authority Board Appointment

Presented by: Administrator Dassinger

Consideration to approve

C. Gaming Site Authorization - Dickinson Youth Activities - Mavericks, Neighbors, Spur, Grand Dakota Lodge, Elks, The Rock, Buffalo Wild Wings (Enc.)

Presented by: Administrator Dassinger

Consideration to approve

D. **Gaming Site Authorization - Dickinson Eagles Aerie #2328 (Enc.)**

Presented by: Administrator Dassinger

Consideration to approve

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

Presented by: Deputy City Administrator Carlson

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

Presented by: HR Director Nameniuk

4. **PUBLIC WORKS**

A. **South Heart Reuse Water Contracts (Enc.)**

Presented by: Deputy Public Works Director Waldo

Consideration to approve

B. **Track Loader Bid Approval (Enc.)**

Presented by: Deputy Public Works Director Waldo

Consideration to approve

C. **Building Service Job Description (Enc.)**

Presented by: Deputy Public Works Director Waldo

Consideration to approve

D. **2025 Cemetery Report**

Presented by: PW Director Praus

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

A. **Queen City Dam EAP Project DWR Cost Share Contract (Enc.)**

Presented by: Senior Engineer Keller

Consideration to approve

B. **Queen City Dam Risk Assessment Project DWR Cost Share Contract (Enc.)**

Presented by: Senior Engineer Keller

Consideration to approve

C. Manns Dam Feasibility Study Project DWR Cost Share Contract (Enc.)

Presented by: Senior Engineer Keller

Consideration to approve

D. East Broadway Dam Land Donation (Enc.)

Presented by: Senior Engineer Keller

Consideration to approve

E. Final Plat - 16th Street Business Plaza (Enc.)

Presented by: City/County Planner Josephson

Consideration to approve Resolution

F. Final Plat - Five Star Storage Plat (Enc.)

Presented by: City/County Planner Josephson

Consideration to approve Resolution

G. Final Plat - Jerry Williams Subdivision (Enc.)

Presented by: City/County Planner Josephson

Consideration to approve Resolution

H. Master Service Agreement with Moore Engineering (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve

I. 21st Street West Engineering Task Order Award to Moore Engineering (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve

J. North Industries Street and Storm Project Bid Award (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve

K. 2025 Road Maintenance Project Bid Award (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve

L. 2025 Watermain Project Bid Award (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve

M. Sims - 2nd to 9th Project Bid Award (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve

N. Dickinson High School Watermain Extension Project Bid Award (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve

8. PUBLIC HEARING – 5:00 PM

A. Dickinson Clay Target Club Presentation (Enc.)

Presented by: President and Head Coach Dukart

B. Sunrise Youth Bureau Annual Presentation (Enc.)

Presented by: Director Praus

C. Rezoning Request - Community Orchard Rezone (Enc.)

Presented by: City/County Planner Josephson

Consideration to approve first reading of Ordinance No. ___

D. Special Use Permit - Five Star Storage (Enc.)

Presented by: City/County Planner Josephson

Consideration to approve first reading of Ordinance No. ___

9. PUBLIC COMMENTS NOT ON AGENDA

10. COMMISSION COMMENTS

11. ADJOURNMENT

Link for viewing City Commission Meeting:
https://www.dickinsongov.com/meetings
This link will not be live until approximately 4:25 pm on April 15, 2025

Teams Meeting: https://tinyurl.com/592rx3cm
Teams Meeting ID: 215 043 294 239 **Meeting Passcode:** 8SM9fV7T
Teams Phone #: 1-701-506-0320 **Phone Conference ID:** 181 206 622#
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 APRIL 1, 2024

I. CALL TO ORDER

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

II. ROLL CALL

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

Telephone: None

Absent: None

1. PLEDGE OF ALLEGIANCE

Swearing in of Commissioner Jason Fridrich

City Administrator Dustin Dassinger swore in Commissioner Jason Fridrich

2. ORDER OF BUSINESS

MOTION BY: John Odermann SECONDED BY: Jason Fridrich
To approve the April 1, 2025 meeting as presented.

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

3. CONSENT AGENDA

MOTION BY: Robert Baer SECONDED BY: Joe Ridl

A. Approval of Meeting Minutes dated March 18, 2025

B. Approval of Accounts Payable, Commerce Bank and Checkbook

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

4. ADMINISTRATION/FINANCE

A. Behavioral Health Summit Sponsorship

City Administrator Dustin Dassinger states the Behavioral Health Summit will be hosted in Dickinson on June 18-19, 2025 in Dickinson. He feels the City should be a Champion Sponsorship for $5,000.

MOTION BY: Robert Baer SECONDED BY: John Odermann
To approve the Champion Sponsorship of $5,000 for the Behavioral Health Summit.

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

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

City Administrator Dustin Dassinger presents a Gaming Site Authorization for the Dickinson Charities which is located at 2050 1st Avenue East. The placement of these gaming sites are Dickinson Charities, Astoria, and Players. He lists the kinds of gaming they will be having from 7/1/2024-6/30/2025.

MOTION BY: Jason Fridrich SECONDED BY: John Odermann
To approve the Gaming Site Authorizations for Dickinson Charities.

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

C. Gaming Site Authorization – Brotherhood of St. Anthony

City Administrator Dustin Dassinger presents a Gaming Site Authorization for the St. Anthony Club which is located at 105 1st Street SW. He lists the kinds of gaming they will be having from 7/1/2024-6/30/2025.

MOTION BY: John Odermann SECONDED BY: Robert Baer
To approve the Gaming Site Authorization for St. Anthony Club.

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

D. Public Comments not on Agenda

City Administrator Dustin Dassinger states the City has had several discussions on the guidelines of public comments. He states the speaker would be limited to 5 minutes. Presiding officer may extend the time; individuals wish to speak – name, address on signup sheet; sign in prior to meeting and provide name and address. Individual address would be exempt under century code. He states according to the Century Code the person's name would be public information but not their address.

Commissioner Robert Baer is requesting to table right now based on 1. Currently legislation is looking at issue and going through committee this week and see what changes are made in legislation. 2. During most recent seminar with NDLC there was some information brought forth in seminar is important for us to take into consideration. Don't want to rush this and do it right. Commissioner Baer suggests that the City table this item and that we do a work session possibly 2 hours broken down into 2 sessions and work through this and done correctly. He states the hearings are leaning towards present way written to be in 25% of meetings are to be open to public comments and recommended changes now to be at all meetings and that is one thing that is up for consideration, time period and language. I think we need to mirror what the new code is going to be.

City Attorney Christina Wenko states the Cities shall adopt policy. The policy may provide public comments. Examples are what are currently in the proposed policy that is in front of the Commission. These recommendations are what is currently in the policy in front of you. The only thing that might change would be the amount of time, number of meetings that have to be open to public. The current version it is not addressed. This would be a statutory provision applied to cities and cities would have to adopt their own policies.

Commissioner John Odermann states he has no interest in work sessions and Commission meetings discussion. He does not know of what additional ground they could cover. Commissioner Odermann feels they have hammered through this thoroughly.

Commissioner Robert Baer states this item is going in front of committee this week and wants to see if any additional changes will be made. Table to see what happens this week.

President Scott Decker states if they put in the 25% or make it every meeting which we already have it in. The City could become more restrictive possibly one meeting a quarter.

City Attorney Christina Wenko states this would be consistent of what the Century Code would say and minimum requirements. An alternative would require public comments at every meeting but meet these parameters. Generally, can be more restrictive and not less restrictive. The way this is drafted she doesn't think the City is going to see a lot of changes from it. The way it is being proposed it is a policy and not in a city code. In regards to the home address and someone might feel comfortable about getting us that information. An amendment to statutory language the home address is being exempt. Record can choose to disclose or not disclose. City would have the ability to hold the address information.

Commissioner Robert Baer has contacted the NDLC wanted to know a bit more about the need for address and writing down the addresses. People within city limits can address the Commission or does someone from out of city can address the Commission. He would like more clarification. If someone comes and talks about a specific issue and can they speak about another issue.

Attorney Christina Wenko states an individual can provide public comment but does not specifically say that they have to be resident or within the ETZ. Language is not in SB2180. She states an individual can speak on additional comments, doesn't think that one individual has to approach this Commission to talk on a topic on one topic. Commission could let them speak further. She feels the Commission has the ability to make the decision if the President deems it appropriate and warranted. Goal person comes forward and visits about one item.

Commissioner Robert Baer is not looking for dialogue between citizens and commissioners. Does the same person get to speak on several topics of when they come back?

Commissioner John Odermann states this bill passed the house today 85 – 4.

President Scott Decker states that the City of Dickinson is far from restrictive to cities that have no public comments and large cities who allow 2.5 minutes. He feels the City of Dickinson has been more than welcoming all comments that pertain to things in the city.

MOTION BY: John Odermann SECONDED BY: Jason Fridrich
To approve Resolution 10-2025.

RESOLUTION NO. 10 – 2025

Citizen Comment Guideline and

PolicyAnd

Public Meeting Decorum Guideline and Policy

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

E. Reclassification – Assistant Library Director

Library Director Ian Anguiano is requesting the reclassification of the Assistant Library Director. He states this change was approved in the 2025 budget. He states over the past 10 years Ms. Lewton's service has been outstanding as she has, she has absorbed several responsibilities and implement changes for ILS, and other responsibilities. He would like to request the change to Grade 17 and Non-exempt status.

MOTION BY: Jason Fridrich SECONDED BY: John Odermann
To approve the Reclassification of the Assistant Library Director.

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

F. NDPERS 457 Retirement Plan

HR Generalist Natalie Torgerson recapped the changes for the NDPERS 457 Retirement Plan change. She states the NDPERS Main DB Plan closed on 1/1/25. Now the State is doing the DC plan which is a 4% with a 5.26 % match. New employees irrevocable additional 3%. This is only available for the first 30 days. If the City chooses to offer, they can contribute up to 3%. Generalist Torgerson reviews the plan and benefits. She states within the last 7 new hires have started they have elected to take the additional 3%. She states the City is only asking for a yes to move forward with this. If all current employees left and take the additional amount without DB plan it would cost $1,103,781. Savings of 181,000. She states City staff recommends approval with bringing forward the resolution.

MOTION BY: Robert Baer SECONDED BY: John Odermann
To approve to move forward with brining forward the resolution for the NDPERS 457 Retirement Plan.

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

Motion declared duly passed

G. Recall Election Update

Deputy City Administrator Linda Carlson updates the Commissioners on the recall election. She states the recall election has cost the City $27,962.95; reviews all the individual costs. Summary as of 3/10/2025 – 43 ballots sent out and 39 ballots returned – 3 were not returned and 1 spoiled ballot. She states on 3/11/2025 there was 1 ballot spoiled; 612 registered votes. Then on 3/24/25 the Canvass Board met and there were 626 votes for Commissioner Jason Fridrich and 25 write ins. She states all costs are included in this presentation.

Commissioner Joe Ridl questions staff hours for election.

Deputy City Administrator Linda Carlson states she did not bring that information with her to the Commission Meeting but she will get that information to the Commissioners.

H. Coffee with the Mayor and Commissioners – April 9, 2025 – 8:30 a.m. – Commission Room.

City Administrator Dustin Dassinger updates City Staff, City Commissioners and the public about the upcoming events such as Coffee with Mayor and Commissioners which will be held on April 9, 2025 at 8:30 a.m. in the Commission Room. Tree planting April 9 at 2; April 10, 2025 coffee with Public Safety. He states the City has also will have an IT launching spice spotlight which is a podcast; color contest ages 5-9; recycling. Invite community to join us and posted on our website.

Commissioner Robert Baer states that next year if the City could participate in City Government Week which is asking 3rd and 7th grade teachers to participate in the NDLC essay contest which is If I were a Mayor for the Day. Next year get some entries from Dickinson. Note that on the calendar.

President Scott Decker states that in the past individuals that have been selected and people got to sit with the mayor. He feels the City we can get the word out.

5. PUBLIC WORKS

A. Waste Handler Wheel Loader

Public Works Director Aaron Praus states they had received 4 bids for the purchase of one Waste Handler Wheel Loader. It is the recommendation of Public Works city staff to purchase the 962 Caterpillar Loader from Butler Machinery for a total cost with trade-in of $319,900. The City will be replacing a 2016 Caterpillar 950M Loader that it is currently utilized in the waste handling processes at the landfill. This is a 2025 budgeted equipment purchase of $400,000 on a 5-year lease.

MOTION BY: John Odermann SECONDED BY: Robert Baer
To approve to Waste Handler Wheel Loader bid from Butler Machinery.

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

B. Front Load Equipment

Public Works Director Aaron Praus states that on March 17, 2025 bids were open for a frontload refuse collection truck. One bid was received. It is the recommendation of Public Works city staff to purchase the 2025 Peterbilt 520 chassis with a New Way body from Northland Truck Sales for a total cost with trade-ins of $298,150. This new equipment will be replacing a 2017 Peterbilt chassis with a New Way front-load body that has met the replacement schedule terms to maintain an efficient equipment fleet. This is a 2025 budgeted equipment purchase of $390,000 on a 5-year lease.

MOTION BY: Jason Fridrich SECONDED BY: Joe Ridl
To approve to Frontload Refuse Collection Truck.

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

Motion declared duly passed

C. Concrete, Asphalt, Crushing Contract

Public Works Director Aaron Praus states the city had solicitated quotes by RFP to provide concrete and asphalt crushing services of our current stockpiles located at the Dickinson Landfill. The stockpiles are estimated at approximately 12,000 tons each. Two bids were received from Fisher Sand and Gravel and Knife River Corporation. It is Public Works staff recommendation to offer the services to Fisher Sand and Gravel. This is a time-sensitive agenda item as we have recently allocated our current crushed stockpiles to the North Industries project therefore not leaving us any remaining materials to use throughout the duration of the summer as projects arise.

Commissioner Robert Baer questions Mr. Praus of what is being done to reduce plastic grocery bags in the landfill. He had been talking to other Commissioners at the NDLC and their landfills are having problems with this as cows are eating bags and have some issues. What is Dickinson doing to try and control this.

Public Works Director Aaron Praus states that Dickinson has had this issue before and this is why Dickinson has a baling facility. Plastic bags are similar to balloons and there have been situations where neighbors have complained. Recycling project where you can deliver bags of bags to our baler facility and ship off to reuse.

MOTION BY: Robert Baer SECONDED BY: Jason Fridrich
To approve the Concrete, Asphalt, Crushing Contract.

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

6. PUBLIC SAFETY

A. Fire

No Report

B. Police

No Report

7. COMMUNITY DEVELOPMENT SERVICES

A. Downtown Dickinson Drainage Basin BRIC Cost Share Request Letter

City Planner Natalie Birchak presents a cost share letter for the Building Resilient Infrastructure and Communities (BRIC) Program grant application that serves as a commitment of the City of Dickinson to provide the program's required local matching funds. A portion of the intent of the project is to increase the size of the storm drain system within Downtown Dickinson to limit flooding and better handle 10-year storm events. The project is included in the City of Dickinson's Drainage Master Plan. The maximum federal grant award is 75% from the BRIC Program, and the remaining 25% is local matching funds from the City of Dickinson. Based on the current estimates, this grant application is anticipated to be for $350,000, and the City of Dickinson cost share is estimated to be $87,500. This cost share solely factors in the scoping portion of the project.

MOTION BY: John Odermann SECONDED BY: Jason Fridrich
To approve the Downtown Dickinson Drainage Basic BRIC Cost Share Request Letter.

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

B. DWR Cost Share Letter of Recommendation for 5th Street SE

Engineer and Community Development Director Joshua Skluzacek presents a letter of support for the North Dakota Department of Water Resources (DWR) grant application to authorized the City of Dickinson to submit the project grant application. A portion of the

intent of the project is to extend the watermain approximately 670 feet to loop the system to the existing watermain in 6th Ave. SE. The project is included on the 2025-2027 DWR Water Development Plan which increases the probability of successfully being awarded the grant. The municipal water supply cost share maximum is 60% from the DWR, and 40% from the City of Dickinson. Based on the current estimates, this grant application is anticipated to be for $200,000 and the City of Dickinson cost share is estimated to be $100,000. Both construction and construction engineering costs are eligible cost share items. This letter of support is a new requirement from the DWR.

MOTION BY: John Odermann SECONDED BY: Robert Baer
To approve the DWR Cost Share Letter of Recommendation for 5th Street SE.

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

C. DWR Cost Share Letter of Recommendation for 10th Avenue East – Museum to 21st Street East Project

Engineer and Community Development Director Joshua Skluzacek presents a letter of support for the North Dakota Department of Water Resources (DWR) grant application to authorized the City of Dickinson to submit the project grant application. The project is included on the 2025-2027 DWR Water Development Plan which increases the probability of successfully being awarded the grant. The municipal water supply cost share maximum is 60% from the DWR, and 40% from the City of Dickinson. Based on the current estimates, this grant application is anticipated to be for $280,000 and the City of Dickinson cost share is estimated to be $180,000. Both construction and construction engineering costs are eligible cost share items. This letter of support is a new requirement from the DWR.

MOTION BY: Jason Fridrich SECONDED BY: Joe Ridl
To approve the 10th Avenue East – Museum Drive to 21st Street E Project ND DWR Letter of Support.

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

D. DWR Cost Share Letter of Recommendation for the Northwest Regional Pond Project

Engineer and Community Development Director Joshua Skluzacek presents a letter of support for the North Dakota Department of Water Resources (DWR) cost share application. The letter will authorize the City of Dickinson to submit the project for cost sharing with the DWR. The project is included on the 2025-2027 DWR Water Development Plan which increases the probability of successfully being awarded the cost share. The municipal cost-share is a maximum of 60% from the DWR, and 40% from the City of Dickinson. Based on the current project needs, we plan to combine the two City projects; Northwest Regional Pond and the Dickinson Drainageway, into one project. If there is a need to separate the projects in the future, we will take that action based on those needs. Director Skluzacek states that based on the current estimates, this cost-share application for the two combined projects is anticipated to be $510,000 and the City of Dickinson's cost share is estimated to be $340,000; for a study total of $850,000. The project study is an eligible cost-share item. This letter of support is a new requirement from the DWR for 2025. The City of Dickinson cost share total was included in the 2025 Capital Improvement Plan and funding by Gross Production Tax. The City Engineering staff recommends approval.

MOTION BY: Joe Ridl SECONDED BY: Robert Baer
To approve the Northwest Regional Pond Project ND DWR Letter of Support.

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

Motion declared duly passed

E. Fairway Drainage Basin BRIC Cost-Share Request Letter

City Planner Natalie Birchak presents a cost share letter for the Building Resilient Infrastructure and Communities (BRIC) Program grant application that serves as a commitment of the City of Dickinson to provide the program's required local matching funds. A portion of the intent of the project is to increase the size of the storm drain system within the Fairway Street/State Avenue/8th Avenue West corridor to better handle 10-year and 100-year storm events. The project is included in the City of Dickinson's Drainage Master Plan. The maximum federal grant award is 75% from the BRIC Program, and the remaining 25% is local matching funds from the City of Dickinson. Based on the current estimates, this grant application is anticipated to be for $350,727.27 and the City of Dickinson cost share is estimated to be $87,681.82. This cost share solely factors in the scoping portion of the project.

MOTION BY: Jason Fridrich SECONDED BY: Joe Ridl

To approve Fairway Street/State Avenue/8th Avenue West Stormwater Drainage Basin Retrofits/Upgrades Study BRIC Application Cost Share Letter.

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

8. PUBLIC HEARING – 5:00 P.M.

No report.

9. PUBLIC COMMENTS NOT ON AGENDA

Ryan Messano states that he does appreciate Mr. Baer and Commission Ridl to vote against the public comment resolution. He states the problem is rebelling against tyranny is against God. He is outraged for the cost of the election. He states right now there is a huge push to mix the races. Thankful for what has happened in Dickinson and freedom of speech. People are interested. If you don't know history you don't know anything.

MOTION BY: Jason Fridrich SECONDED BY: Robert Baer

To approve of taking a recess at 5:57 p.m.

DISPOSITION: Motion declared duly passed

President Scott Decker states that Mr. Messano is disruptive, have not conducted City business and Mr. Messano, you have threatened us. I will give you one minute and then I will ask you to yield and leave the chamber.

Ryan Messano states he has 15 minutes is what I had and what is what I will take. He states the first amendment is from God. God given rights. Never apologize to be correct.

Ryan Messano removed from the chambers at 6:00 p.m.

Commissioner Joe Ridl asks President Decker to take a couple of minutes to read a bible passage.

President Scott Decker states to Mr. Ridl that he can read it under the Commission items.

Mr. Kenny Kostelecky states his topic is pertaining to the little yellow sheet on adjustment of value of homes. He states why does it matter of what the value of his home is to the city? City should just tax on square footage of what everyone occupies. He states that he built his home so he could afford it. He states he should have bought an old home it would have bettered us. Adjuster just drive by my house and raise the value of my home $214,000. Mr. Kostelecky states it is his privacy to not have the Assessor in his home. It jumped almost 50% and since it did that his wife was staying her for kids and grandkids. Now they have kind of made up her mind that we are going to clean up the place and move on. Mr. Kostelecky does not know how a home can go up $214,000 dollars. Go up $2,000

a year more. He feels as though to better yourself you are being punished. They could afford to do it ourselves to have a newer home and right now it is kicking it in our butt.

President Scott Decker states the City is bound by state law. He can't speak on why it went up. He invites Mr. Kostelecky to the board of adjustment as the Commissioners can't do anything here tonight. President Decker states if the individuals want to go to the Assessor and then he would appreciate it and then come back and if you have ever been to the meeting board, we hear individuals. the process is coming to the Board of Equalization.

Commissioner John Odermann states the City tried last year, we tried to put a cap on 15% on valuation each year it got overturned at the next level. It might be more extreme than 15%.

Mr. David Steinbach states if the individual is concerned about something you should come up and speak. It sounds like you are trying to silence the people. Is there a need to sign up beforehand? There are 7 houses in our neighborhood that have gone up over $100,000. For the last two years they have gone up over 40%. How can they talk about property taxes and we get $45,000 increases in your house?

10. COMMISSION COMMENTS

A. Commissioner

Commissioner Joe Ridl read out of the bible in regards to imitating God. Live a life filled with Love. No sins have space amongst you. Live as people as with light.

Commissioner John Odermann states he has had conversations with folks with these meetings and getting involved in local politics. A number of them have expressed something that precludes them from running for office is when we hold these meetings. Perhaps worth talking about Tuesday nights can be really busy. County Commission meet on Tuesday mornings. Is there a better time to have these meetings to encourage and enable for young people to run for office? Throw out that idea. The County Commissioners commission meets on Tuesday and maybe city meets on Monday morning. Changes a lot of what we do here. I think it is getting harder and harder to find people to run for office. The more we do for people to open the door for a buffet for people to be on the ballot the better it would be for people to on the ballot. Worth the discussion.

President Scott Decker states he doesn't think that it is the time that people don't want people to run. I want to apologize to the people of Dickinson as they should not have to go through this. The Commissioners are here to do business and conduct the city in a respectful way. He states with the Board of Equalization he hopes the Commissioners do the right thing and hear all of your concerns with your properties. He feels the Commissioners they will do a great job. He does apologize to the people as they should not have to go through with that. Appreciate you all for coming out tonight.

11. ADJOURNMENT

MOTION BY: Jason Fridrich SECONDED BY: Joe Ridl

Adjournment of the meeting was at 6:20 P.M.

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

OFFICIAL MINUTES PREPARED BY:

_____

Rita Binstock, Assistant to City Administrator

APPROVED BY:

_____

Dustin Dassinger, City Administrator

_____

Scott Decker, President
Board of City Commissioners

Date: April 15, 2025

Please approve the following checks on 04-15-25

CK#130010	FLORIDA STATE DISBURSEMENT	161.54
CK#130011	JOB SERVICE NORTH DAKOTA	374.56
CK#130012	CENTRAL DAKOTA FORENSIC NURSE	15400.8

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson
Payables Management

Ranges:
Vendor ID: First - Last
Class ID: First - Last
Payment Priority: First - Last
Vendor Name: First - Last
FED TAX CLAS: First - Last
Posting Date: First - Last
Document Number: First - Last

Print Option: DETAIL
Age By: Document Date
Aging Date: 4/1/2025

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

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

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	AR1902697	INV	3/24/2025	3/24/2025	$1,538.59	CONTRACT		$1,538.59			
	AR1902698	INV	3/24/2025	3/24/2025	$600.78	CONTRACT		$600.78			
							Due				
Voucher(s): 2						Aged Totals:	$2,139.37	$2,139.37	$0.00	$0.00	$0.00

Vendor ID: 4977 **Name:** ADVANTAGE CREDIT BUREAU **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	64437	INV	3/31/2025	3/31/2025	$377.00	CREDIT BUREAU CHECKS		$377.00			
							Due				
Voucher(s): 1						Aged Totals:	$377.00	$377.00	$0.00	$0.00	$0.00

Vendor ID: 4206 **Name:** AED EVERYWHERE **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	29581	INV	3/19/2025	3/19/2025	$291.13	CPR STAT PADZ, BATTERIES		$291.13			
							Due				
Voucher(s): 1						Aged Totals:	$291.13	$291.13	$0.00	$0.00	$0.00

Vendor ID: 6523 **Name:** ALL STATE RENTAL, LLC **Class ID:** 1099 **FED TAX CLAS:** LLC

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	91082934	INV	3/29/2025	3/29/2025	$2,100.00	KICKOFF CARNIVAL		$2,100.00			
							Due				
Voucher(s): 1						Aged Totals:	$2,100.00	$2,100.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	19Y61NCM6XW3	INV	3/20/2025	3/20/2025	$23.72	DRY ERASE MARKERS KIT, C(		$23.72			
	1V6NC76GHY6Y	INV	3/21/2025	3/21/2025	$334.90	JUMP STARTERS		$334.90			
	1TM6VCDV6M9V	INV	3/24/2025	3/24/2025	$38.00	MOUNT SLIDE LATCH		$38.00			
	1CQ1QCYCVGKC	INV	3/26/2025	3/26/2025	$522.67	PUFFS ULTRA SOFT TISSUES		$522.67			
	14Q71FQNMMWD	INV	3/28/2025	3/28/2025	$48.62	MISC OFFICE SUPPLIES		$48.62			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	1MWPV7PG,XTM	INV	3/28/2025	3/28/2025	$28.97	OFFICE WERKS 500 PACK SH		$28.97			
	1JD7R1PTRJTJ	INV	3/29/2025	3/29/2025	$69.98	SAWZALL BLADE FOR METAL		$69.98			
	1CYPGDJ3JFX1	INV	3/31/2025	3/31/2025	$77.98	RECIPROCATING SAW BLADE		$77.98			
	1TCXWYM3CJF7	INV	3/31/2025	3/31/2025	$152.77	PAPER, WHITE CHOCOLATE F		$152.77			
	1VJKXNCTG97P	INV	3/31/2025	3/31/2025	$134.23	ANTI CHOKING TRAINER		$134.23			
	17JFPF3CTT16	INV	4/1/2025	4/1/2025	$314.85	OFFICE CHAIR, PAPER TRAY		$314.85			
	1K3WKXDTVD43	INV	4/1/2025	4/1/2025	$25.95	CLEAR TABLE PROTECTOR		$25.95			

			Due				
Voucher(s):	**12**	**Aged Totals:**	**$1,772.64**	**$1,772.64**	**$0.00**	**$0.00**	**$0.00**

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	20838	INV	3/31/2025	3/31/2025	$45,000.00	202509 SIMS ST IMPROVEMEN		$45,000.00			
	20908	INV	3/31/2025	3/31/2025	$1,225.50	PROFESSIONAL SERVICES		$1,225.50			
	20909	INV	3/31/2025	3/31/2025	$1,004.00	GENERAL PLANNING & MODE		$1,004.00			
	20910	INV	3/31/2025	3/31/2025	$6,199.50	202402 2024 WATERMAIN & LE		$6,199.50			
	20911	INV	3/31/2025	3/31/2025	$22,954.35	202503 2025 WATERMAIN & LE		$22,954.35			

			Due				
Voucher(s):	**5**	**Aged Totals:**	**$76,383.35**	**$76,383.35**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 5932 **Name:** AXON ENTERPRISE, 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
	INUS335517	INV	4/1/2025	4/1/2025	$8,544.00	AXON FLEET 3-ALPR LICENSE		$8,544.00			

			Due				
Voucher(s):	**1**	**Aged Totals:**	**$8,544.00**	**$8,544.00**	**$0.00**	**$0.00**	**$0.00**

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	201038	INV	3/24/2025	3/24/2025	$100.00	EMERGENCY LIGHTS ON FLA		$100.00			
	201040	INV	3/24/2025	3/24/2025	$150.00	FLASHER BUTTON STUCK-CL		$150.00			
	201061	INV	4/2/2025	4/2/2025	$615.00	LED WRAP -STAIRS @ LIBRAF		$615.00			
	201064	INV	4/3/2025	4/3/2025	$300.00	PUSH BUTTON CLEANING		$300.00			
	201065	INV	4/3/2025	4/3/2025	$539.40	LIGHT REPAIR & TESTING		$539.40			

			Due				
Voucher(s):	**5**	**Aged Totals:**	**$1,704.40**	**$1,704.40**	**$0.00**	**$0.00**	

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Vendor ID: 49 **Name:** BAKER & TAYLOR CO (GA) **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2038960274	INV	3/19/2025	3/19/2025	$76.00	DIP		$76.00			
	2038967307	INV	3/24/2025	3/24/2025	$98.12	DIP CH		$98.12			
	2038967543	INV	3/24/2025	3/24/2025	$67.10	DIP TEEN		$67.10			
	2038970305	INV	3/26/2025	3/26/2025	$100.47	DIP		$100.47			
	2038970309	INV	3/26/2025	3/26/2025	$16.84	BC		$16.84			
	2038971634	INV	3/26/2025	3/26/2025	$396.59	DIP CH		$396.59			
	2038973415	INV	3/27/2025	3/27/2025	$306.14	DIP		$306.14			
	2038973421	INV	3/27/2025	3/27/2025	$250.71	BC		$250.71			

		Due				
Voucher(s): 8	**Aged Totals:**	**$1,311.97**	**$1,311.97**	**$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
	82882-1	INV	3/14/2025	3/14/2025	$324.00	CLOTHING FOR POLICE DEPT		$324.00			
	82101-1	INV	3/19/2025	3/19/2025	$158.00	CLOTHING FOR POLICE DEPT		$158.00			
	82207-4	INV	3/19/2025	3/19/2025	$79.00	CLOTHING FOR POLICE DEPT		$79.00			
	82509-2	INV	3/19/2025	3/19/2025	$81.00	CLOTHING FOR POLICE DEPT		$81.00			
	82688	INV	3/19/2025	3/19/2025	$12,020.20	7 VESTS, MISC CLOTHING FO		$12,020.20			
	82882-2	INV	3/19/2025	3/19/2025	$324.00	CLOTHING FOR POLICE DEPT		$324.00			
	82972-1	INV	3/19/2025	3/19/2025	$168.40	CLOTHING FOR POLICE DEPT		$168.40			
	83112	INV	3/25/2025	3/25/2025	$284.30	CLOTHING FOR POLICE DEPT		$284.30			
	82972-2	INV	3/26/2025	3/26/2025	$22.30	NAME BAR -CUSTOM		$22.30			
	82972-3	INV	3/28/2025	3/28/2025	$348.75	CLOTHING FOR POLICE DEPT		$348.75			

		Due				
Voucher(s): 10	**Aged Totals:**	**$13,809.95**	**$13,809.95**	**$0.00**	**$0.00**	**$0.00**

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	34451050.02-13	INV	3/31/2025	3/31/2025	$16,487.57	202108 EAST BROADWAY DAI		$16,487.57			

		Due				
Voucher(s): 1	**Aged Totals:**	**$16,487.57**	**$16,487.57**	**$0.00**	**$0.00**	**$0.00**

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

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
	88712	INV	3/21/2025	3/21/2025	$302.68	TROUBLESHOOT STREE LIGH		$302.68			
	88713	INV	3/21/2025	3/21/2025	$877.72	WORK ON 887 & 869 14TH ST		$877.72			
	88714	INV	3/21/2025	3/21/2025	$275.00	REPAIR STREET LIGHT		$275.00			
	88715	INV	3/21/2025	3/21/2025	$593.69	TROUBLESHOOT & REPAIR S		$593.69			
	88716	INV	3/21/2025	3/21/2025	$270.20	TROUBLESHOOT LIGHT		$270.20			
	88724	INV	3/21/2025	3/21/2025	$450.00	TROUBLESHOOT 2 STREET LI		$450.00			
	88764	INV	3/24/2025	3/24/2025	$392.68	TROUBLESHOOT ST LITE/FLIC		$392.68			
	88765	INV	3/24/2025	3/24/2025	$225.00	T/S LIGHTS		$225.00			
	88766	INV	3/24/2025	3/24/2025	$7,457.39	ORDER LIGHTS & DELIVER		$7,457.39			
	88807	INV	3/25/2025	3/25/2025	$135.00	TROUBLESHOOT LIFT STATIC		$135.00			
	88829	INV	3/31/2025	3/31/2025	$1,272.98	REPLACE WFD W/ MOTOR ST		$1,272.98			
	88830	INV	3/31/2025	3/31/2025	$6,234.03	REPAIR STREET LIGHT		$6,234.03			
	88853	INV	3/31/2025	3/31/2025	$5,206.59	TROUBLESHOOT & REPAIR LI		$5,206.59			
	88854	INV	3/31/2025	3/31/2025	$23,139.83	NEW 30' POLES W/RECEPTAC		$23,139.83			
	88856	INV	3/31/2025	3/31/2025	$450.00	TROUBLESHOOT PUMP MOTC		$450.00			

		Due			
Voucher(s): 15	**Aged Totals:**	**$47,282.79**	**$47,282.79**	**$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
	20937	INV	3/21/2025	3/21/2025	$180.00	MARCH TIRE SURVEY		$180.00			

		Due			
Voucher(s): 1	**Aged Totals:**	**$180.00**	**$180.00**	**$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
	685591-0	INV	3/11/2025	3/11/2025	$234.00	6 COFFEE, FILTER PACK		$234.00			

		Due			
Voucher(s): 1	**Aged Totals:**	**$234.00**	**$234.00**	**$0.00**	**$0.00**	**$0.00**

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	85709111	INV	3/24/2025	3/24/2025	$569.95	ELECTRODES ADULT SYSTEM		$569.95			

							Due			
Voucher(s):	1				Aged Totals:		$569.95	$569.95	$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
	37212	INV	3/14/2025	3/14/2025	$29.85	3 5 GAL SPRING WATERS		$29.85			
	37235	INV	3/21/2025	3/21/2025	$71.70	6 5 GAL SPRING WATERS		$71.70			
	36359	INV	3/28/2025	3/28/2025	$45.80	4 5 GAL SPRING WATERS		$45.80			
	385356	INV	4/2/2025	4/2/2025	$451.62	78 CASES OF NESTLE PURE L		$451.62			
	36397	INV	4/4/2025	4/4/2025	$29.85	3 5 GAL SRPING WATERS		$29.85			
	385715	INV	4/7/2025	4/7/2025	$82.95	CAR/TRUCK WASH BETCO 5 (		$82.95			

							Due				
Voucher(s):	6				Aged Totals:		$711.77	$711.77	$0.00	$0.00	$0.00

Vendor ID: 2818 **Name:** BUREAU OF RECLAMATION **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	90089054	INV	3/18/2025	3/18/2025	$15,000.00	02XX620003		$15,000.00			

							Due				
Voucher(s):	1				Aged Totals:		$15,000.00	$15,000.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	165820-13	INV	2/28/2025	2/28/2025	$72,700.45	202216 BALER/RECYCLING EX			$72,700.45		

							Due				
Voucher(s):	1				Aged Totals:		$72,700.45	$0.00	$72,700.45	$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
	09SS00003508	INV	3/21/2025	3/21/2025	$625.00	MODEL DEFLEC KIT		$625.00			
	09PS0375663	INV	3/26/2025	3/26/2025	$476.63	COUPLINGS, SEAL O RINGS, H		$476.63			
	09PS0375664	INV	3/26/2025	3/26/2025	$65.83	EXT APP GRS 2 CART S		$65.83			
	09PS0376037	INV	4/2/2025	4/2/2025	$18.70	10W ADV HYDO 1 GAL		$18.70			
	09PS0376038	INV	4/2/2025	4/2/2025	$450.50	FLUID SAMPLE		$450.50			

							Due				
Voucher(s):	5				Aged Totals:		$1,636.66	$1,636.66	$0.00	$0.00	$0.00

Vendor ID: 9721 **Name:** CAPITAL INDUSTRIES LLC/CAP-IT-ALL **Class ID:** 1099 **FED TAX CLAS:** LLC

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and
	0291	INV	3/31/2025	3/31/2025	$133.00	MENDING FOR POLICE DEPT		$133.00			

							Due				
Voucher(s):	**1**					**Aged Totals:**	**$133.00**	**$133.00**	**$0.00**	**$0.00**	**$0.00**

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2781-430026	INV	3/26/2025	3/26/2025	$60.00	12 BRAKLEEN NON CHRLORI		$60.00			
	2781-430606	INV	4/7/2025	4/7/2025	$168.05	BLOWER MOTOR		$168.05			

							Due				
Voucher(s):	**2**					**Aged Totals:**	**$228.05**	**$228.05**	**$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
	87056261	INV	3/20/2025	3/20/2025	$30.74	DIP		$30.74			
	87058369	INV	3/20/2025	3/20/2025	$28.49	DIP		$28.49			
	87082431	INV	3/25/2025	3/25/2025	$28.49	SLOPE		$28.49			

							Due				
Voucher(s):	**3**					**Aged Totals:**	**$87.72**	**$87.72**	**$0.00**	**$0.00**	**$0.00**

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	24020	INV	3/31/2025	3/31/2025	$1,095.75	EAP QUARTERLY SERVICES (		$1,095.75			

							Due				
Voucher(s):	**1**					**Aged Totals:**	**$1,095.75**	**$1,095.75**	**$0.00**	**$0.00**	**$0.00**

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	17974	INV	3/17/2025	3/17/2025	$19,134.00	202601 2026 ROAD MAINTENA		$19,134.00			

							Due				
Voucher(s):	**1**					**Aged Totals:**	**$19,134.00**	**$19,134.00**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 2725 **Name:** CLEAN SWEEP VACUUM CENTER **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	220000104679	INV	3/31/2025	3/31/2025	$64.22	CHANGED BELT, FILTER & BA		$64.22			
	220000104724	INV	4/2/2025	4/2/2025	$49.99	HEPA BAG 25 PACK		$49.99			

							Due				
Voucher(s):	**2**					**Aged Totals:**	**$114.21**	**$114.21**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 4613 **Name:** COCA COLA BOTTLING CO INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	257629	INV	3/17/2025	3/17/2025	$27.00	1 CO2		$27.00			

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City of Dickinson

			Due				
Voucher(s): 1	Aged Totals:	$27.00	$27.00	$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
	2350013	INV	3/13/2025	3/13/2025	$352.00	NS-3 ROSE NICHE FRONT		$352.00			

			Due				
Voucher(s): 1	Aged Totals:	$352.00	$352.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	3027600 040125	INV	4/1/2025	4/1/2025	$59.99	MONTHLY PHONE BILLING		$59.99			
	423500 040125	INV	4/1/2025	4/1/2025	$148.78	MONTHLY PHONE BILLING		$148.78			

			Due				
Voucher(s): 2	Aged Totals:	$208.77	$208.77	$0.00	$0.00	$0.00

Vendor ID: 5125 **Name:** COVENANT LEGAL GROUP **Class ID:** 1099 **FED TAX CLAS:** ATTORNEY

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	4028	INV	3/13/2025	3/13/2025	$87.50	LEGAL SERVICES-S SCHNEID		$87.50			
	4029	INV	3/16/2025	3/16/2025	$175.00	LEGAL SERVICES-TERICA HO		$175.00			
	4033	INV	3/25/2025	3/25/2025	$350.00	LEGAL SERVICES-STEVEN DA		$350.00			

			Due				
Voucher(s): 3	Aged Totals:	$612.50	$612.50	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	3596	INV	4/2/2025	4/2/2025	$3,636.73	MACHINE CYLINDER TEARD/A		$3,636.73			

			Due				
Voucher(s): 1	Aged Totals:	$3,636.73	$3,636.73	$0.00	$0.00	$0.00

Vendor ID: 149 **Name:** DAKOTA PUMP & CONTROL 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
	50265	INV	3/21/2025	3/21/2025	$5,099.97	INSTALLED NEW SEAL BOX &		$5,099.97			

			Due				
Voucher(s): 1	Aged Totals:	$5,099.97	$5,099.97	$0.00	$0.00	$0.00

Vendor ID: 9646 **Name:** DASSINGER HUNTER **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
	HD 040325	INV	4/3/2025	4/3/2025	$25.00	EMPLOYEE EXP-H DASSINGE		$25.00			

			Due				
Voucher(s): 1	Aged Totals:	$25.00	$25.00	$0.00	$0.00	$0.00

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Vendor ID: 5070 **Name:** DECKER, SCOTT J **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
	SD 040125	INV	4/1/2025	4/1/2025	$113.60	EMPLOYEE EXP-SCOTT DECK		$113.60			
	SD 040125A	INV	4/1/2025	4/1/2025	$171.00	EMPLOYEE EXP-SCOTT DECK		$171.00			
							Due				
Voucher(s): 2						**Aged Totals:**	**$284.60**	**$284.60**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 9966 **Name:** DEM PROPERTIES **Class ID:** **FED TAX CLAS:** ONE TIME

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	OVERPYMT 040125	INV	4/1/2025	4/1/2025	$246.96	OVERPAYMENT ON PARCEL		$246.96			
							Due				
Voucher(s): 1						**Aged Totals:**	**$246.96**	**$246.96**	**$0.00**	**$0.00**	**$0.00**

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	STATE TREA/OC 032	INV	4/7/2025	4/7/2025	$22,399.80	STATE TREA/OCC TAX REC M		$22,399.80			
							Due				
Voucher(s): 1						**Aged Totals:**	**$22,399.80**	**$22,399.80**	**$0.00**	**$0.00**	**$0.00**

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	STATE TRE/AID 0325	INV	4/7/2025	4/7/2025	$24,523.31	STATE TREA/STATE AID RECI		$24,523.31			
							Due				
Voucher(s): 1						**Aged Totals:**	**$24,523.31**	**$24,523.31**	**$0.00**	**$0.00**	**$0.00**

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	3190198	INV	4/7/2025	4/7/2025	$2,226.14	EMPLOYEE MEMBERSHIPS		$2,226.14			
							Due				
Voucher(s): 1						**Aged Totals:**	**$2,226.14**	**$2,226.14**	**$0.00**	**$0.00**	**$0.00**

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	292042	INV	3/25/2025	3/25/2025	$932.05	13.315 TN 1 3/4" RIVERDALE R		$932.05			
							Due				
Voucher(s): 1						**Aged Totals:**	**$932.05**	**$932.05**	**$0.00**	**$0.00**	**$0.00**

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	STARK CO DIST 0225	INV	4/4/2025	4/4/2025	$171,412.36	STARK CO TAX DISTRIB-RECI		$171,412.36			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

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							Due				
Voucher(s):	1					Aged Totals:	$171,412.36	$171,412.36	$0.00	$0.00	$0.00

Vendor ID: 9899 **Name:** DOGZ EVENTS, LLC **Class ID:** 1099 **FED TAX CLAS:** INDIVIDUAL LLC-SM

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1432	INV	4/8/2025	4/8/2025	$3,750.00	EVENT HOSTING FEE 070525		$3,750.00			
							Due				
Voucher(s):	1					Aged Totals:	$3,750.00	$3,750.00	$0.00	$0.00	$0.00

Vendor ID: 4594 **Name:** DUKART, BLAINE **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	BD 032725	INV	3/27/2025	3/27/2025	$387.00	EMPLOYEE EXP-BLAINE DUK/		$387.00			
							Due				
Voucher(s):	1					Aged Totals:	$387.00	$387.00	$0.00	$0.00	$0.00

Vendor ID: 6525 **Name:** DUKES WELDING LLC **Class ID:** **FED TAX CLAS:** LLC -S

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	159	INV	3/11/2025	3/11/2025	$500.14	REPAIR TRAILER		$500.14			
							Due				
Voucher(s):	1					Aged Totals:	$500.14	$500.14	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	18800	CRM	2/20/2025		($50.00)	CREDIT ON TOW TICKET #499		($50.00)			
	18904	INV	4/1/2025	4/1/2025	$50.00	TOWING 2008 HUDSON TRAIL		$50.00			
	18905	INV	4/1/2025	4/1/2025	$50.00	TOWING 2003 CHEVY MALIBU		$50.00			
							Due				
Voucher(s):	3					Aged Totals:	$50.00	$50.00	$0.00	$0.00	$0.00

Vendor ID: 1039 **Name:** ELDER CARE **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	6257	INV	3/26/2025	3/26/2025	$987.38	MONTHLY BILLINGS		$987.38			
							Due				
Voucher(s):	1					Aged Totals:	$987.38	$987.38	$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
	31759	INV	2/18/2025	2/18/2025	$908.05	INSTALL OUTLETS-PW			$908.05		
	29205	INV	3/31/2025	3/31/2025	$2,085.45	REPLACE HEAT LAMPS-MAUS		$2,085.45			
							Due				
Voucher(s):	2					Aged Totals:	$2,993.50	$2,085.45	$908.05	$0.00	

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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
	906956485	INV	3/28/2025	3/28/2025	$20,268.32	3868 GAL BIOXIDE		$20,268.32			
							Due				
Voucher(s): 1						Aged Totals:	$20,268.32	$20,268.32	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	206-025436	CRM	3/26/2025		($10.00)	RETURN SMALL BATTERY CO		($10.00)			
	206-025272	INV	3/21/2025	3/21/2025	$94.85	BATTERY CCA800 RC170		$94.85			
	206-025413	INV	3/26/2025	3/26/2025	$87.41	BATTERY CCA840 RC145		$87.41			
	206-025617	INV	4/1/2025	4/1/2025	$13.52	FILTER ASM-OIL		$13.52			
	206-025636	INV	4/2/2025	4/2/2025	$176.65	STARTER MOTOR ASY		$176.65			
	206-025648	INV	4/2/2025	4/2/2025	$40.08	SPARKPLUG		$40.08			
	1-10619714	INV	4/3/2025	4/3/2025	$66.06	Z37 TOP COP PADS		$66.06			
	206-025701	INV	4/3/2025	4/3/2025	$192.36	ROTORASY-BRAKE, WATER C		$192.36			
	206-025707	INV	4/3/2025	4/3/2025	$171.40	ROTOASY BRAKE		$171.40			
							Due				
Voucher(s): 9						Aged Totals:	$832.33	$832.33	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	NDDIC203851	INV	3/25/2025	3/25/2025	$45.98	12X20X2 M8STDPITFLTR		$45.98			
							Due				
Voucher(s): 1						Aged Totals:	$45.98	$45.98	$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
	8-796-39494	INV	3/12/2025	3/12/2025	$16.22	SHIPPING OF PACKAGE		$16.22			
	8-810-21588	INV	3/26/2025	3/26/2025	$34.88	SHIPPING OF PACKAGE		$34.88			
							Due				
Voucher(s): 2						Aged Totals:	$51.10	$51.10	$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
	WI008671-1	INV	3/17/2025	3/17/2025	$139.93	LF 1-1/2 PVD JP X PVC JP COL		$139.93			
	0516812	INV	3/26/2025	3/26/2025	$2,301.27	NUT/BLT SET, GSKT, MEGALU		$2,301.27			

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							Due				
Voucher(s):	2					Aged Totals:	$2,441.20	$2,441.20	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	IN200-2004531	INV	3/27/2025	3/27/2025	$897.00	10MB FLAT DATA PLAN US WI		$897.00			
							Due				
Voucher(s):	1					Aged Totals:	$897.00	$897.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	MP119154 033125	INV	3/31/2025	3/31/2025	$99.00	ADVERTISING-MUSEUM		$99.00			
	MP148685 033125	INV	3/31/2025	3/31/2025	$235.00	ADVERTING-LIBRARY		$235.00			
							Due				
Voucher(s):	2					Aged Totals:	$334.00	$334.00	$0.00	$0.00	$0.00

Vendor ID: 668 **Name:** GALLS 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
	030722266	INV	3/12/2025	3/12/2025	$238.96	WOMENS MATERNITY PANT		$238.96			
	030811570	INV	3/21/2025	3/21/2025	$571.52	THORGOOD QUICK RELEASE		$571.52			
							Due				
Voucher(s):	2					Aged Totals:	$810.48	$810.48	$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
	189444	INV	3/18/2025	3/18/2025	$132.00	24 FLAT		$132.00			
							Due				
Voucher(s):	1					Aged Totals:	$132.00	$132.00	$0.00	$0.00	$0.00

Vendor ID: 9881 **Name:** GL BERG ENTERTAINMENT **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
	CONTRACT #39659	INV	4/8/2025	4/8/2025	$3,000.00	DOWN PYMT ON EVENT		$3,000.00			
							Due				
Voucher(s):	1					Aged Totals:	$3,000.00	$3,000.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	11242827	INV	3/26/2025	3/26/2025	$16.51	GREY SPRAY PAINT		$16.51			
							Due				
Voucher(s):	1					Aged Totals:	$16.51	$16.51	$0.00	$0.00	$0.00

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Vendor ID: 248 **Name:** GRAND FORKS FIRE EQUIPMENT **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	43118	INV	3/25/2025	3/25/2025	$5,050.00	ALTAIR 5X DETECTOR COLOF		$5,050.00			
							Due				
Voucher(s): 1						Aged Totals:	$5,050.00	$5,050.00	$0.00	$0.00	$0.00

Vendor ID: 9747 **Name:** GREEN LANDON **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
	MILEAGE 03/2025	INV	4/1/2025	4/1/2025	$123.20	MILEAGE FOR MARCH 2025		$123.20			
							Due				
Voucher(s): 1						Aged Totals:	$123.20	$123.20	$0.00	$0.00	$0.00

Vendor ID: 4966 **Name:** GT ARCHITECTURE **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2	INV	3/26/2025	3/26/2025	$149,200.00	202320 DICKINSON MUSEUM E		$149,200.00			
							Due				
Voucher(s): 1						Aged Totals:	$149,200.00	$149,200.00	$0.00	$0.00	$0.00

Vendor ID: 4268 **Name:** H M CRAGG CO **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	CD99003086	INV	3/23/2025	3/23/2025	$763.00	MATERIALS FOR RIVER BOOS		$763.00			
	CD99003093	INV	3/23/2025	3/23/2025	$617.00	MATERIALS FOR LIFT STATIO		$617.00			
	CD99003822	INV	3/31/2025	3/31/2025	$6,340.25	WORK DONE @ SAFETY CEN		$6,340.25			
							Due				
Voucher(s): 3						Aged Totals:	$7,720.25	$7,720.25	$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
	1062399	INV	3/19/2025	3/19/2025	$7,948.54	NUTS, HEX PIN LOCKS, CAPS		$7,948.54			
							Due				
Voucher(s): 1						Aged Totals:	$7,948.54	$7,948.54	$0.00	$0.00	$0.00

Vendor ID: 6522 **Name:** HIGHROAD PARTNERS HR SOLUTIONS, LLC **Class ID:** **FED TAX CLAS:** LLC-S

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2024	INV	4/1/2025	4/1/2025	$1,250.00	HR CONSULTING		$1,250.00			
							Due				
Voucher(s): 1						Aged Totals:	$1,250.00	$1,250.00	$0.00	$0.00	$0.00

Vendor ID: 4045 **Name:** HR COLLABORATIVE **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and
	REGIST HINTZ 2025	INV	3/26/2025	3/26/2025	$50.00	HR COLLABORATIVE 2025 SUI		$50.00			

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

Vendor ID: 4284 **Name:** HUTZ'S WELDING SERVICE & REPAIR LLC **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	28742	INV	3/15/2025	3/15/2025	$912.77	REPAIR CASE LOADER ATTAC		$912.77			

			Due				
Voucher(s): 1	Aged Totals:	$912.77	$912.77	$0.00	$0.00	$0.00

Vendor ID: 2460 **Name:** ICMA MEMBERSHIP RENEWALS **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1126999 2025	INV	4/9/2025	4/9/2025	$1,033.60	MEMBERSHIP D DASSINGER		$1,033.60			
	588332 2025	INV	4/9/2025	4/9/2025	$970.45	MEMBERSHIP -L CARLSON		$970.45			

			Due				
Voucher(s): 2	Aged Totals:	$2,004.05	$2,004.05	$0.00	$0.00	$0.00

Vendor ID: 2255 **Name:** INFORMATION TECHNOLOGY DEPT **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	DP032025.945.0	INV	3/31/2025	3/31/2025	$740.50	AZURE AD PLAN 2, VPN'S		$740.50			
	TC032025.945.0	INV	3/31/2025	3/31/2025	$16.75	PEXIP VIRTUAL MEETING ROC		$16.75			

			Due				
Voucher(s): 2	Aged Totals:	$757.25	$757.25	$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
	2057643	INV	3/31/2025	3/31/2025	$12.75	WATER RENTAL		$12.75			
	2057824	INV	4/7/2025	4/7/2025	$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

Vendor ID: 9585 **Name:** JOHNSON ABIGAIL **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
	AJ 031325	INV	3/13/2025	3/13/2025	$72.00	EMPLOYEE EXP-A JOHNSON		$72.00			

			Due				
Voucher(s): 1	Aged Totals:	$72.00	$72.00	$0.00	$0.00	$0.00

Vendor ID: 6526 **Name:** K.B. INDUSTRIES, INC **Class ID:** 1099 **FED TAX CLAS:** LLC-C

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	25105	INV	3/28/2025	3/28/2025	$1,189.00	200 KBI FLEXI-PAVE HD2000		$1,189.00			

			Due				
Voucher(s): 1	Aged Totals:	$1,189.00	$1,189.00	$0.00	$0.00	$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	10222010	INV	3/10/2025	3/10/2025	$1,252.55	202227 DICKINSON SO CEMET		$1,252.55			
	10222014	INV	3/10/2025	3/10/2025	$56.00	CONTRACT ADMINISTRATOR		$56.00			
	10222174	INV	3/11/2025	3/11/2025	$27,827.50	202501 2025 ROAD MAINTENA		$27,827.50			
	10222660	INV	3/19/2025	3/19/2025	$1,241.54	202216 BALER/RECYCLING, SI		$1,241.54			
	10222207	INV	3/28/2025	3/28/2025	$16,722.00	202401 2024 ROAD MAINTENA		$16,722.00			

		Due				
Voucher(s): 5	**Aged Totals:**	**$47,099.59**	**$47,099.59**	**$0.00**	**$0.00**	**$0.00**

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	015323	INV	3/25/2025	3/25/2025	$7,676.00	SLEEPING ROOM @ EXISTING		$7,676.00			

		Due				
Voucher(s): 1	**Aged Totals:**	**$7,676.00**	**$7,676.00**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 9606 **Name:** KUBIK JESSE **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
	JK 040825	INV	4/8/2025	4/8/2025	$247.00	EMPLOYEE EXP-JESSE KUBIK		$247.00			

		Due				
Voucher(s): 1	**Aged Totals:**	**$247.00**	**$247.00**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 4573 **Name:** LEGLER, MIKE **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	ML 040825	INV	4/8/2025	4/8/2025	$247.00	EMPLOYEE EXP-MIKE LEGLEF		$247.00			

		Due				
Voucher(s): 1	**Aged Totals:**	**$247.00**	**$247.00**	**$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
	150199	INV	3/3/2025	3/3/2025	$60.00	CLOTHING ORDERED-T STEFI		$60.00			
	150653	INV	3/21/2025	3/21/2025	$294.00	CLOTHING ORDERED-J REIS		$294.00			
	150789	INV	3/26/2025	3/26/2025	$50.00	CLOTHING ORDERED-K SCHM		$50.00			
	150957	INV	4/2/2025	4/2/2025	$115.00	CLOTHING ORDERED-D REINI		$115.00			
	151072	INV	4/7/2025	4/7/2025	$50.00	CLOTHING ORDERED-G MELC		$50.00			
	151074	INV	4/7/2025	4/7/2025	$78.00	CLOTHING ORDERED-L GREE		$78.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

			Due				
Voucher(s): 6	Aged Totals:	$647.00	$647.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	825616/D	INV	4/1/2025	4/1/2025	$9.56	GR 8 BOLTS, NUTS, WASHERS		$9.56			

			Due				
Voucher(s): 1	Aged Totals:	$9.56	$9.56	$0.00	$0.00	$0.00

Vendor ID: 352 **Name:** MACKOFF KELLOGG LAW FIRM **Class ID:** 1099 **FED TAX CLAS:** ATTORNEY

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	55000-000C 033125	INV	3/31/2025	3/31/2025	$17,000.00	PROSECUTION FOR MARCH 2		$17,000.00			
	56000-000C 033125	INV	3/31/2025	3/31/2025	$15,000.00	CITY ATTORNEY CONTRACT		$15,000.00			

			Due				
Voucher(s): 2	Aged Totals:	$32,000.00	$32,000.00	$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
	10886	INV	4/3/2025	4/3/2025	$150.00	SERVICE WORK -RIGHT SIDE		$150.00			

			Due				
Voucher(s): 1	Aged Totals:	$150.00	$150.00	$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
	62520	INV	3/13/2025	3/13/2025	$3.28	QUICK LINKS		$3.28			
	62733	INV	3/19/2025	3/19/2025	$251.16	84 FVP RV MARINE		$251.16			
	62753	INV	3/19/2025	3/19/2025	$149.84	8" RECESSED HOLE COVER, (		$149.84			
	62759	INV	3/19/2025	3/19/2025	$10.56	2 REFELCT SAFETY TAPE WH		$10.56			
	62820	INV	3/21/2025	3/21/2025	$37.96	4 DAWN SOAPS		$37.96			
	62973	INV	3/24/2025	3/24/2025	$43.08	12 CASES OF GLACIERMIST W		$43.08			
	62975	INV	3/24/2025	3/24/2025	$91.99	STRUTS, SCRW, U BOLTS		$91.99			
	63000	INV	3/25/2025	3/25/2025	$12.45	3 BAGS OF CONCRETE MIX		$12.45			
	63060	INV	3/26/2025	3/26/2025	$180.40	LARGE BOXES, ROLLER, RUB		$180.40			
	63099	INV	3/27/2025	3/27/2025	$47.63	HEX BOLTS, WASHERS, STRU		$47.63			
	63112	INV	3/27/2025	3/27/2025	$15.96	4X1-1/2 OCT 1/2 KO		$15.96			
	63259	INV	3/31/2025	3/31/2025	$31.98	2 15PK SCOTT PAPER TOWEL		$31.98			
	63309	INV	4/1/2025	4/1/2025	$125.94	2 SPLASH SHIELD STAINLESS		$125.94			

Section 2. Item B.

	63314	INV	4/1/2025	4/1/2025	$17.97	LG MOUNTING STRIPS, 2 PK V		$17.97			
	63315	INV	4/1/2025	4/1/2025	$18.00	BARROW WALL CLOCK		$18.00			
	63364	INV	4/2/2025	4/2/2025	$44.13	NUT DRIVER, T HEX SET, WAT		$44.13			
	63367	INV	4/2/2025	4/2/2025	$115.14	PAINT TRAY LINERS, GLUE, R		$115.14			
	63402	INV	4/3/2025	4/3/2025	$4.65	1X2-8 FURRING (3)		$4.65			
	63592	INV	4/8/2025	4/8/2025	$287.49	VULKEM, MOUSE BAIT, CEMEI		$287.49			
	63604	INV	4/8/2025	4/8/2025	$139.02	DRAWER, SPRAY PAINT, COT		$139.02			
	63635	INV	4/9/2025	4/9/2025	$157.73	MOP BUCKET, AUTO SPRAY, I		$157.73			

			Due				
Voucher(s): 21	Aged Totals:	$1,786.36	$1,786.36	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	22239950114625	INV	3/20/2025	3/20/2025	$99.39	MIDCO BUSINESS INTERNET		$99.39			
	22267580114636	INV	3/27/2025	3/27/2025	$115.39	MIDCO BUSINESS INTERNET		$115.39			

			Due				
Voucher(s): 2	Aged Totals:	$214.78	$214.78	$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
	97985	INV	3/17/2025	3/17/2025	$427.42	OPEN 4 SAFETY EYES		$427.42			
	97988	INV	3/17/2025	3/17/2025	$1,296.27	LABOR TO REPLACE SPRING/		$1,296.27			
	97992	INV	3/17/2025	3/17/2025	$2,397.26	LIFTMASTER JACKSHAFT OPE		$2,397.26			
	98037	INV	3/20/2025	3/20/2025	$291.44	LABOR TO FIX BROKEN HANG		$291.44			

			Due				
Voucher(s): 4	Aged Totals:	$4,412.39	$4,412.39	$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
	506949293	INV	3/27/2025	3/27/2025	$13.49	DIP CH AV		$13.49			
	506949294	INV	3/27/2025	3/27/2025	$56.23	DIP AV		$56.23			
	506949296	INV	3/27/2025	3/27/2025	$14.99	BC AV		$14.99			
	506949297	INV	3/27/2025	3/27/2025	$47.98	BC AV		$47.98			
	506970278	INV	3/31/2025	3/31/2025	$3,199.25	DIGITAL AUDIOBOOK, EBOOK		$3,199.25			

	506978950	INV	4/3/2025	4/3/2025	$116.21	DIP CH AV		$116.21			
	506978951	INV	4/3/2025	4/3/2025	$141.70	DIP AV		$141.70			
	506978953	INV	4/3/2025	4/3/2025	$56.97	BC AV		$56.97			
Voucher(s): 8						Aged Totals:	Due $3,646.82	$3,646.82	$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
	1298307	INV	3/26/2025	3/26/2025	$56.75	CHEMICALS		$56.75			
	1298314	INV	3/26/2025	3/26/2025	$269.42	CHEMICALS		$269.42			
	1298317	INV	3/26/2025	3/26/2025	$112.81	CHEMICALS		$112.81			
	1298863	INV	3/31/2025	3/31/2025	$112.81	CHEMICALS		$112.81			
	1299293	INV	4/2/2025	4/2/2025	$114.81	CHEMICALS		$114.81			
Voucher(s): 5						Aged Totals:	Due $666.60	$666.60	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	56655	INV	3/17/2025	3/17/2025	$951.64	REPLACED CONTRACTOR		$951.64			
	292 122 1000 8	INV	4/1/2025	4/1/2025	$58.97	W 2ND ST W 3RD AVE		$58.97			
	351 043 1000 4	INV	4/1/2025	4/1/2025	$45.61	EMERGENCY MGMT 530 FAIR		$45.61			
	505 122 1000 1	INV	4/1/2025	4/1/2025	$49.22	W 4TH AVE DICKINSON ALLEY		$49.22			
	547 122 1000 1	INV	4/1/2025	4/1/2025	$87.78	ROCKY BUTTE PK PARK TANK		$87.78			
	60522210008	INV	4/1/2025	4/1/2025	$38.01	W VILLARD ST BLK LIGHTS		$38.01			
	89112210003 040125	INV	4/1/2025	4/1/2025	$2,259.24	MONTHLY ELECTRICAL BILLIN		$2,259.24			
	993 122 1000 0	INV	4/1/2025	4/1/2025	$48.53	DICKINSON SIGNAL LITES W S		$48.53			
	303 122 1000 5	INV	4/2/2025	4/2/2025	$36.80	W 3RD AVE STOP LITE BLINK		$36.80			
	40432210009	INV	4/3/2025	4/3/2025	$371.98	W 14TH ST LIFT STATION SIM		$371.98			
	41432210007	INV	4/3/2025	4/3/2025	$59.92	2100 3RD ST W HIGHWAY 22 S		$59.92			
	83243529704	INV	4/3/2025	4/3/2025	$58.83	1400 3RD AVE E TRAFFIC SIGI		$58.83			
	05295310006	INV	4/7/2025	4/7/2025	$36.61	1587 GRASSLANDS DR		$36.61			
	15658310006	INV	4/7/2025	4/7/2025	$65.87	1201 W 3RD AV SPRINKLER S		$65.87			
	42732210002	INV	4/7/2025	4/7/2025	$3,164.76	989 15TH ST W LIFT 12 STATI		$3,164.76			

	49532210009	INV	4/7/2025	4/7/2025	$132.50	W 13TH ST		$132.50			
	53524310009	INV	4/7/2025	4/7/2025	$128.16	STREET LIGHT CONTROL 133		$128.16			
	75612251993	INV	4/7/2025	4/7/2025	$88.36	2999 W 21ST ST TRAFFIC SIGI		$88.36			
	81932210008	INV	4/7/2025	4/7/2025	$53.20	W 3RD AVE W 15TH ST LIGHT		$53.20			
	92800947225	INV	4/7/2025	4/7/2025	$454.84	2475 STATE AVE N GENERAT(		$454.84			

			Due				
Voucher(s):	20	Aged Totals:	$8,190.83	$8,190.83	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1457808-00	INV	3/18/2025	3/18/2025	$14,950.00	Z MASTER 6000 31HP KAW 60		$14,950.00			

			Due				
Voucher(s):	1	Aged Totals:	$14,950.00	$14,950.00	$0.00	$0.00	$0.00

Vendor ID: 4722 **Name:** ND DEPT OF TRANSPORTATION-BISMARCK **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	040325	INV	4/3/2025	4/3/2025	$12,394.95	202311 PLANNING STUDY		$12,394.95			

			Due				
Voucher(s):	1	Aged Totals:	$12,394.95	$12,394.95	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	13376	INV	2/3/2025	2/3/2025	$60.00	LGCC REGIST-D DASSINGER			$60.00		

			Due				
Voucher(s):	1	Aged Totals:	$60.00	$0.00	$60.00	$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
	PAYMENT #6	INV	4/9/2025	4/9/2025	$968.00	RANGE OF WORK 032625-040		$968.00			

			Due				
Voucher(s):	1	Aged Totals:	$968.00	$968.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	398521/1	CRM	4/8/2025		($10.79)	RETURN ANGLE STP VALV QU		($10.79)			
	398104/1	INV	3/19/2025	3/19/2025	$32.39	RECIP BLD SET 14PC		$32.39			
	398105/1	INV	3/19/2025	3/19/2025	$17.05	HSE CLMP, HOSR BILGE		$17.05			
	398241/1	INV	3/26/2025	3/26/2025	$16.00	DISC FML FINS, CORD REPL		$16.00			
	398325/1	INV	3/31/2025	3/31/2025	$799.98	BRUSHCUTTER BIKE HANDLE		$799.98			

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City of Dickinson

	398355/1	INV	4/1/2025	4/1/2025	$13.49	ACE FLORAL SHEARS 6"		$13.49			
	398466/1	INV	4/7/2025	4/7/2025	$13.48	SPACKL DRYDEX, PUTTY KNI		$13.48			
	398505/1	INV	4/8/2025	4/8/2025	$26.09	TOILET REPAIR KIT		$26.09			
	398513/1	INV	4/8/2025	4/8/2025	$32.37	ANGLE STP VALV QUTR, TOIL		$32.37			
	398523/1	INV	4/8/2025	4/8/2025	$22.02	THREAD SEAL TAPE, CAP MA		$22.02			
							Due				
Voucher(s):	10					Aged Totals:	$962.08	$962.08	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2286840	INV	3/20/2025	3/20/2025	$93.98	BASIC INSTALL, VALVES INST		$93.98			
	15169649	INV	3/25/2025	3/25/2025	$463.09	ALIGNMENT TRUCK, TRUCK S		$463.09			
	15169845	INV	4/2/2025	4/2/2025	$486.70	ALIGNMENT TRUCK,ROTATE '		$486.70			
							Due				
Voucher(s):	3					Aged Totals:	$1,043.77	$1,043.77	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	68207	INV	3/24/2025	3/24/2025	$1,505.00	ADD HEADS IN CORRIDOR		$1,505.00			
							Due				
Voucher(s):	1					Aged Totals:	$1,505.00	$1,505.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1865-366613	INV	3/16/2025	3/16/2025	$17.97	CAR CLEANING SUPPLIES-PD		$17.97			
	1865-370073	INV	4/2/2025	4/2/2025	$117.81	BATTERY		$117.81			
							Due				
Voucher(s):	2					Aged Totals:	$135.78	$135.78	$0.00	$0.00	$0.00

Vendor ID: 4123 **Name:** OFFICE OF THE ADJUTANT GENERAL **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	000850	INV	4/1/2025	4/1/2025	$1,144.00	LETS TERMINALS		$1,144.00			
	000945	INV	4/1/2025	4/1/2025	$4,800.00	LETS TERMINAL, JAN, FEB & M		$4,800.00			
							Due				
Voucher(s):	2					Aged Totals:	$5,944.00	$5,944.00	$0.00	$0.00	$0.00

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

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

	24-1417	INV	3/19/2025	3/19/2025	$35.00	FLAT REPAIR		$35.00				
	24-1655	INV	4/2/2025	4/2/2025	$63.00	INSTALL TIRES,MOUNT/DISMO		$63.00				
Voucher(s):	**2**					**Aged Totals:**		**Due** **$98.00**	**$98.00**	**$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 Over
	15453	INV	3/25/2025	3/25/2025	$1,112.79	SV CAMERA CABLE, CAMERA		$1,112.79			
	15454	INV	3/25/2025	3/25/2025	$779.28	ASL ARM LOCK BUSHINGS, BU		$779.28			
Voucher(s):	**2**					**Aged Totals:**		**Due** **$1,892.07**	**$1,892.07**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 6247 **Name:** ONYX + IVORY LLC **Class ID:** 1099 **FED TAX CLAS:** LLC

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1052	INV	3/31/2025	3/31/2025	$60.00	MENDING FOR FIRE DEPT		$60.00			
Voucher(s):	**1**					**Aged Totals:**		**Due** **$60.00**	**$60.00**	**$0.00**	**$0.00**	**$0.00**

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	055243	INV	3/19/2025	3/19/2025	$292.03	GEN 3 HUB ASSY		$292.03			
	055278	INV	3/20/2025	3/20/2025	$75.00	SHOP TOOL		$75.00			
	055980	INV	3/25/2025	3/25/2025	$23.46	ADAPTER		$23.46			
	056071	INV	3/25/2025	3/25/2025	$32.07	HALOGEN SEALED BEAMS		$32.07			
	056284	INV	3/27/2025	3/27/2025	$273.41	IGN COIL MUTIPACK		$273.41			
	056334	INV	3/27/2025	3/27/2025	$311.99	RADIATOR		$311.99			
	056335	INV	3/27/2025	3/27/2025	$56.10	SPARK PLUG, THERMOSTAT,		$56.10			
	056386	INV	3/27/2025	3/27/2025	$25.90	CLNG SYS PWR FLSH GUN		$25.90			
	056479	INV	3/28/2025	3/28/2025	$300.99	RADUATIR		$300.99			
	056966	INV	4/1/2025	4/1/2025	$78.91	OXYGEN SENSOR		$78.91			
	057110	INV	4/2/2025	4/2/2025	$139.99	BOOS PAC (180) SHOP TOOL		$139.99			
	057150	INV	4/2/2025	4/2/2025	$112.69	COIL ON PLUG COIL		$112.69			
	057158	INV	4/2/2025	4/2/2025	$139.99	BOOS PAC (180)		$139.99			
	057676	INV	4/7/2025	4/7/2025	$236.12	19", 21", 22", 24", 26" BLADES		$236.12			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

			Due				
Voucher(s): 14	Aged Totals:	$2,098.65	$2,098.65	$0.00	$0.00	$0.00

Vendor ID: 2121 **Name:** PRESORT PLUS **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	I0023926	INV	3/20/2025	3/20/2025	$8,284.97	MACHINE INSERTING, PRINT S		$8,284.97			

			Due				
Voucher(s): 1	Aged Totals:	$8,284.97	$8,284.97	$0.00	$0.00	$0.00

Vendor ID: 6528 **Name:** PRIMARY ARMS, 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
	INV-723251	INV	3/21/2025	3/21/2025	$4,316.33	TEAM WENDY HELMENTS		$4,316.33			

			Due				
Voucher(s): 1	Aged Totals:	$4,316.33	$4,316.33	$0.00	$0.00	$0.00

Vendor ID: 6527 **Name:** PROJECT CONSTELLATION **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
	20006	INV	4/3/2025	4/3/2025	$300.00	MUSICIAN PRESENTATION		$300.00			

			Due				
Voucher(s): 1	Aged Totals:	$300.00	$300.00	$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
	256131 032825	INV	3/28/2025	3/28/2025	$2,605.36	POSTAGE -LIBRARY		$2,605.36			

			Due				
Voucher(s): 1	Aged Totals:	$2,605.36	$2,605.36	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	Q1785931	INV	3/21/2025	3/21/2025	$1,783.95	LEASE 012325-042225		$1,783.95			
	Q1804248	INV	4/1/2025	4/1/2025	$177.51	LEASE 050225-080125		$177.51			

			Due				
Voucher(s): 2	Aged Totals:	$1,961.46	$1,961.46	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	PC-23655	INV	1/24/2025	1/24/2025	$25.00	CHIEFS AWARD WALL-A PAUI				$25.00	
	PC-24557	INV	3/21/2025	3/21/2025	$194.00	TRAINING/NOW HIRING FLYEF		$194.00			
	PC-24642	INV	3/25/2025	3/25/2025	$204.50	50 FOLDERS		$204.50			
	PC-24610	INV	3/27/2025	3/27/2025	$235.00	3X5 FLAG, DESIGN		$235.00			
	PC-24708	INV	4/8/2025	4/8/2025	$520.00	1K GAS INSPECTION TAGS		$520.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

							Due				
Voucher(s):	5					Aged Totals:	$1,178.50	$1,153.50	$0.00	$25.00	$0.00

Vendor ID: 4946 **Name:** QUEST 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
	E96501-001	INV	3/27/2025	3/27/2025	$132.03	HOSE FITTINGS, 25 SERIES F		$132.03			

							Due				
Voucher(s):	1					Aged Totals:	$132.03	$132.03	$0.00	$0.00	$0.00

Vendor ID: 4911 **Name:** RAMSEY LAW OFFICE PLLC **Class ID:** 1099 **FED TAX CLAS:** ATTORNEY

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	04072025	INV	4/7/2025	4/7/2025	$1,575.00	ALTER JUDGE HOURS		$1,575.00			

							Due				
Voucher(s):	1					Aged Totals:	$1,575.00	$1,575.00	$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
	668163/1	INV	3/7/2025	3/7/2025	$255.75	WORK DONE ON EXPLORER -		$255.75			

							Due				
Voucher(s):	1					Aged Totals:	$255.75	$255.75	$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
	14844	INV	3/21/2025	3/21/2025	$580.00	REPAIR SCALE @ BALER BUIL		$580.00			

							Due				
Voucher(s):	1					Aged Totals:	$580.00	$580.00	$0.00	$0.00	$0.00

Vendor ID: 6524 **Name:** RHODE SARA **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
	SR 040325	INV	4/3/2025	4/3/2025	$255.00	EMPLOYEE EXP-SARA RHODE		$255.00			

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

Vendor ID: 1892 **Name:** RIGGING & TOOLS 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
	250620	INV	3/19/2025	3/19/2025	$705.88	LIFTING CLAMP 1/2 TON MODI		$705.88			

							Due				
Voucher(s):	1					Aged Totals:	$705.88	$705.88	$0.00	$0.00	$0.00

Vendor ID: 9591 **Name:** RILEIGHS OUTDOOR LLC/HOLIDAY OUTDOOR **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
	INV19254	INV	4/2/2025	4/2/2025	$11,491.00	MISC CHRISTMAS DECORATI		$11,491.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

		Due				
Voucher(s): 1	Aged Totals:	$11,491.00	$11,491.00	$0.00	$0.00	$0.00

Vendor ID: 9635 **Name:** ROBERTS, WINTON **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	MILEAGE 2025	INV	4/1/2025	4/1/2025	$110.11	MILEAGE FOR MARCH 2025		$110.11			

		Due				
Voucher(s): 1	Aged Totals:	$110.11	$110.11	$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
	8205409	INV	3/13/2025	3/13/2025	$72.50	NUTS, BOLTS, WASHERS		$72.50			
	8205491	INV	3/13/2025	3/13/2025	$224.44	MISC ITEMS FOR K-9		$224.44			
	8209545	INV	3/19/2025	3/19/2025	$29.99	SPRAYER POLY 3 GAL		$29.99			
	8214112	INV	3/25/2025	3/25/2025	$4.12	CHIP BRUSH 3"		$4.12			
	8214262	INV	3/25/2025	3/25/2025	$87.80	GREASE MOBIL RONEX MP, C		$87.80			
	8214340	INV	3/25/2025	3/25/2025	$95.99	RATCHET STRAP, BRAKLEEN		$95.99			
	8214785	INV	3/26/2025	3/26/2025	$83.54	WASHER FLUID, TRAILER BAL		$83.54			
	8215174	INV	3/26/2025	3/26/2025	$67.49	FEMALE BODY FLUSH FFE495		$67.49			
	8215689	INV	3/27/2025	3/27/2025	$119.99	MUDS BOOT		$119.99			
	8219318	INV	4/1/2025	4/1/2025	$36.97	WRENCH COMBINATION, SNIF		$36.97			
	8220069	INV	4/2/2025	4/2/2025	$149.00	BATTERY 20V 5.0 AH		$149.00			
	8224941	INV	4/9/2025	4/9/2025	$17.23	TAPE MEASURE 25' MAGNETI		$17.23			

		Due				
Voucher(s): 12	Aged Totals:	$989.06	$989.06	$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
	828210	INV	3/31/2025	3/31/2025	$3,398.00	DRUG TESTINGS, DOT, COLLE		$3,398.00			
	831338	INV	3/31/2025	3/31/2025	$370.00	HS FA CPR AED		$370.00			

		Due				
Voucher(s): 2	Aged Totals:	$3,768.00	$3,768.00	$0.00	$0.00	$0.00

Vendor ID: 6154 **Name:** SCENIC SIGN CO **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
	D-IN-8870	INV	3/31/2025	3/31/2025	$50.00	FLOOR DECALS		$50.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

			Due				
Voucher(s): 1	Aged Totals:	$50.00	$50.00	$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
	10977	INV	3/26/2025	3/26/2025	$310.07	TROUBLESHOOT AIR LEAK		$310.07			

			Due				
Voucher(s): 1	Aged Totals:	$310.07	$310.07	$0.00	$0.00	$0.00

Vendor ID: 2441 **Name:** SCHWINDT, LEONARD **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
	LS 032725	INV	3/27/2025	3/27/2025	$387.00	EMPLOYEE EXP-L SCHWINDT		$387.00			
	LS 032725A	INV	3/27/2025	3/27/2025	$62.00	EMPLOYEE EXP-L SCHWINDT		$62.00			

			Due				
Voucher(s): 2	Aged Totals:	$449.00	$449.00	$0.00	$0.00	$0.00

Vendor ID: 1224 **Name:** SETCO **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	237415	INV	3/24/2025	3/24/2025	$2,244.22	CUTTING EDGE-COMPACT LC		$2,244.22			

			Due				
Voucher(s): 1	Aged Totals:	$2,244.22	$2,244.22	$0.00	$0.00	$0.00

Vendor ID: 9667 **Name:** SOFTCHOICE CORPORATION **Class ID:** **FED TAX CLAS:** C CORP/ EXEMPT 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
	91582011	INV	3/31/2025	3/31/2025	$44,340.00	SQL SERVER ENTERPRISE C(		$44,340.00			

			Due				
Voucher(s): 1	Aged Totals:	$44,340.00	$44,340.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	SC1 IH7174	INV	4/7/2025	4/7/2025	$213.88	GRSS LAWN NOTHERN MIX, F		$213.88			

			Due				
Voucher(s): 1	Aged Totals:	$213.88	$213.88	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	INV13989	INV	3/31/2025	3/31/2025	$310,622.03	MONTHLY BILLING		$310,622.03			
	INV13990	INV	3/31/2025	3/31/2025	$727.90	ELECTRICAL COST -FEB 2025		$727.90			

			Due				
Voucher(s): 2	Aged Totals:	$311,349.93	$311,349.93	$0.00	$0.00	$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1212386	INV	3/22/2025	3/22/2025	$48.61	STANDARD SHIPMENT		$48.61			
							Due				
Voucher(s): 1						Aged Totals:	$48.61	$48.61	$0.00	$0.00	$0.00

Vendor ID: 4081 **Name:** SRF CONSULTING 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
	17220.01-12	INV	3/31/2025	3/31/2025	$12,958.23	202418 9TH ST W & 5TH AVE W		$12,958.23			
	17220.02-13	INV	3/31/2025	3/31/2025	$53,266.34	202415 10TH AVE E-MUSU DR		$53,266.34			
							Due				
Voucher(s): 2						Aged Totals:	$66,224.57	$66,224.57	$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
	FEB 2025	INV	4/1/2025	4/1/2025	$300.00	STARK CO PERMIT REMIT-FEB		$300.00			
	JAN 2025	INV	4/1/2025	4/1/2025	$256.80	STARK CO PERMIT REMIT/JAN		$256.80			
	MARCH 2025	INV	4/1/2025	4/1/2025	$3,087.00	STARK CO PERMIT REMIT-MA		$3,087.00			
							Due				
Voucher(s): 3						Aged Totals:	$3,643.80	$3,643.80	$0.00	$0.00	$0.00

Vendor ID: 5612 **Name:** STEFFES, TERRY **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
	TS 032425	INV	3/24/2025	3/24/2025	$62.00	EMPLOYEE EXP-TERRY STEF		$62.00			
							Due				
Voucher(s): 1						Aged Totals:	$62.00	$62.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	PIV-000099901	INV	4/2/2025	4/2/2025	$3,640.37	THIRD PARTY ISV, ENHANCEM		$3,640.37			
							Due				
Voucher(s): 1						Aged Totals:	$3,640.37	$3,640.37	$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
	16483	INV	3/24/2025	3/24/2025	$160.00	NEW SPEED TRAILER STRIPI		$160.00			
	16492	INV	3/27/2025	3/27/2025	$90.00	FRONT PASSENGER DOOR #1		$90.00			
							Due				
Voucher(s): 2						Aged Totals:	$250.00	$250.00	$0.00	$0.00	

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Vendor ID: 537 **Name:** SW DISTRICT HEALTH UNIT/ MEDICAL **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
	040225	INV	4/2/2025	4/2/2025	$10.00	PROGRAMMING -LIBRARY		$10.00			
							Due				
Voucher(s): 1						Aged Totals:	$10.00	$10.00	$0.00	$0.00	$0.00

Vendor ID: 1884 **Name:** SW VICTIM WITNESS PROGRAM **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	040925	INV	4/9/2025	4/9/2025	$1,149.76	VICTIM WITNESS FEE-FEB 202		$1,149.76			
							Due				
Voucher(s): 1						Aged Totals:	$1,149.76	$1,149.76	$0.00	$0.00	$0.00

Vendor ID: 5429 **Name:** SWEENEY CONTROLS COMPANY **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	STDINV19102	INV	3/26/2025	3/26/2025	$2,126.52	LABOR, SHIPPING, PROJECT S		$2,126.52			
							Due				
Voucher(s): 1						Aged Totals:	$2,126.52	$2,126.52	$0.00	$0.00	$0.00

Vendor ID: 554 **Name:** TAYLOR NURSERY **Class ID:** 1099 **FED TAX CLAS:** MISC

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1520	INV	3/31/2025	3/31/2025	$297.50	LINDEN, GREENSPIRE 15 GAL		$297.50			
							Due				
Voucher(s): 1						Aged Totals:	$297.50	$297.50	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	PX0659714-1	INV	3/25/2025	3/25/2025	$378.60	1 CASE SWITCH PRESSURE		$378.60			
							Due				
Voucher(s): 1						Aged Totals:	$378.60	$378.60	$0.00	$0.00	$0.00

Vendor ID: 791 **Name:** TOOZ CONSTRUCTION INC **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	040325	INV	4/3/2025	4/3/2025	$361.20	MISAPPLIED PAYMENT		$361.20			
							Due				
Voucher(s): 1						Aged Totals:	$361.20	$361.20	$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
	7175619-0001	INV	3/19/2025	3/19/2025	$55.01	EXT, 2.5#, ABC, FORAY		$55.01			
	7184259-0001	INV	3/28/2025	3/28/2025	$45.00	FIT TESTING		$45.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

							Due				
Voucher(s):	2					Aged Totals:	$100.01	$100.01	$0.00	$0.00	$0.00

Vendor ID: 4796 **Name:** TRI-ENERGY COOPERATIVE **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	3971	INV	3/20/2025	3/20/2025	$15.90	4.6 GAL PROPANE		$15.90			
	4124	INV	3/25/2025	3/25/2025	$19.71	5.70 GAL PROPANE		$19.71			
							Due				
Voucher(s):	2					Aged Totals:	$35.61	$35.61	$0.00	$0.00	$0.00

Vendor ID: 9947 **Name:** TROJAN TECHNOLOGIES **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
	200/50001757	INV	3/27/2025	3/27/2025	$26,988.95	O-RINGS, CANISTER, LAMPS		$26,988.95			
							Due				
Voucher(s):	1					Aged Totals:	$26,988.95	$26,988.95	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	INV00666931	INV	3/31/2025	3/31/2025	$115.55	4 DISPENSER 5 ML, STENNER		$115.55			
							Due				
Voucher(s):	1					Aged Totals:	$115.55	$115.55	$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
	2550455105	INV	3/19/2025	3/19/2025	$26.91	MATS		$26.91			
	2550455109	INV	3/19/2025	3/19/2025	$79.66	UNIFORM CLEANING		$79.66			
	2550455111	INV	3/19/2025	3/19/2025	$39.93	MATS		$39.93			
	2550457919	INV	3/26/2025	3/26/2025	$27.40	MATS		$27.40			
	2550457963	INV	3/26/2025	3/26/2025	$50.63	MATS		$50.63			
	2550457982	INV	3/26/2025	3/26/2025	$34.56	MATS		$34.56			
	2550457999	INV	3/26/2025	3/26/2025	$71.92	MATS		$71.92			
	2550458000	INV	3/26/2025	3/26/2025	$79.66	UNIFORM CLEANING		$79.66			
	2550458002	INV	3/26/2025	3/26/2025	$39.93	MATS		$39.93			
	2550458391	INV	3/27/2025	3/27/2025	$19.55	MATS		$19.55			
	2550458410	INV	3/27/2025	3/27/2025	$64.61	MATS		$64.61			
	2550460969	INV	4/2/2025	4/2/2025	$79.66	UNIFORM CLEANING		$79.66			
	2550460971	INV	4/2/2025	4/2/2025	$39.93	MATS		$39.93			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

							Due				
Voucher(s):	13					Aged Totals:	$654.35	$654.35	$0.00	$0.00	$0.00

Vendor ID: 5933 **Name:** VISION WEST ND **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	SCOTT/DUSTIN 2025	INV	4/2/2025	4/2/2025	$5,000.00	REGISTRATION OF SUMMIT		$5,000.00			
							Due				
Voucher(s):	1					Aged Totals:	$5,000.00	$5,000.00	$0.00	$0.00	$0.00

Vendor ID: 9815 **Name:** WAGEWORKS, INC. **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	0325-TR116172	INV	3/31/2025	3/31/2025	$132.00	COBRA/DIRECT BILL		$132.00			
							Due				
Voucher(s):	1					Aged Totals:	$132.00	$132.00	$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
	41516	INV	2/6/2025	2/6/2025	$1,104.00	96 BLUE DEF 2.5 GAL JUGS			$1,104.00		
	42343	INV	3/25/2025	3/25/2025	$136.68	CURB HOSE 1 IN X 17 FT		$136.68			
	350782	INV	3/26/2025	3/26/2025	$449.35	215 BLUE DEF BULK		$449.35			
	42382	INV	3/27/2025	3/27/2025	$28.36	PROPANE BOTTLE 20#		$28.36			
	291108198	INV	3/31/2025	3/31/2025	$26,962.60	#2 CLEAR DIESEL, ETHONAL l		$26,962.60			
							Due				
Voucher(s):	5					Aged Totals:	$28,680.99	$27,576.99	$1,104.00	$0.00	$0.00

Vendor ID: 6103 **Name:** WEST DAKOTA UTILITY SERVICES **Class ID:** **FED TAX CLAS:** LLC-C

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	863	INV	3/28/2025	3/28/2025	$974.98	ANNUAL INSPECTION		$974.98			
							Due				
Voucher(s):	1					Aged Totals:	$974.98	$974.98	$0.00	$0.00	$0.00

Vendor ID: 1736 **Name:** WEST PLAINS 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
	ID00800	INV	3/19/2025	3/19/2025	$1,588.95	OIL, FUEL		$1,588.95			
	ID00862	INV	3/21/2025	3/21/2025	$230.77	FILTER, AIR		$230.77			
	WD41443	INV	3/21/2025	3/21/2025	$801.08	WORK ON HYDRAULIC LEAK		$801.08			
	ID00989	INV	3/26/2025	3/26/2025	$171.40	ANTIFREEZE OIL		$171.40			
							Due				
Voucher(s):	4					Aged Totals:	$2,792.20	$2,792.20	$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
	629392	INV	4/2/2025	4/2/2025	$374.98	2 ELEMENTS		$374.98			
							Due				
Voucher(s): 1						Aged Totals:	$374.98	$374.98	$0.00	$0.00	$0.00

Vendor ID: 1595 **Name:** WHITE CAP, LP **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	50030590497	INV	3/18/2025	3/18/2025	$397.13	GRACO ENDURANCE CHROM		$397.13			
	50030751425	INV	4/1/2025	4/1/2025	$33,500.00	24"X3' WHITE LINE 15 LF/BOX		$33,500.00			
							Due				
Voucher(s): 2						Aged Totals:	$33,897.13	$33,897.13	$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
	INV653238	INV	3/25/2025	3/25/2025	$1,856.76	FIRE STRUCTURAL BOOTS		$1,856.76			
							Due				
Voucher(s): 1						Aged Totals:	$1,856.76	$1,856.76	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1348824 032725	INV	3/27/2025	3/27/2025	$250.00	ASSESSMENTS		$250.00			
							Due				
Voucher(s): 1						Aged Totals:	$250.00	$250.00	$0.00	$0.00	$0.00

	Vendors	Due	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
Vendor Totals:	145	$1,456,517.89	$1,381,720.39	$74,772.50	$25.00	$0.00

Child Abuse Prevention Month

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

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

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

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

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

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

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

CITY OF Dickinson North Dakota

_____
City Commission Vice President

_____
Attest: City Administrator

Date: _April 15, 2025_____

CITY OF Dickinson North Dakota | ADMINISTRATION

To: City Commission

From: City Administrator Dustin Dassinger

Date: 4/14/25

Subject: Southwest Water Authority Board

Commissioners,

On 04/10/2025, a committee consisting of Senior Engineer Kristopher Keller, Commissioner Joe Ridl and myself met to interview four interested candidates for the Southwest Water Authority Board.

This appointment will fill the vacancy left by George Nodland. This term will expire in 2026.

The committee selected Ryan Baumgartner.

I am recommending Mr. Baumgartner's appointment to the Southwest Water Authority Board.

Thank You,

Dustin Dassinger

City Administrator

GAMING SITE AUTHORIZATION

ND OFFICE OF ATTORNEY GENERAL
SFN 17996 (4-2023)

G - ___ ___ ___ ___
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization
DICKINSON YOUTH ACTIVITIES INC.

This organzation is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location
THE ROCK

Street	City	ZIP Code	County
113 1ST STREET WEST	**DICKINSON**	**58601**	**STARK**

Beginning Date(s) Authorized	Ending Date(s) Authorized	Number of Twenty-One tables, if zero, enter "0"
7/1/2025	**6/30/2026**	**2**

Specific location where games of chance will be conducted and played at the site (**required**)
CORNER ROCK ROOM EAST ROOM

If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of the event(s) if known

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization must provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must throughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (**required**)

[X] Bingo	[ ] Club Special	[X] Sports Pools
[ ] **ELECTRONIC** Quick Shot Bingo	[ ] Tip Board	[X] Twenty-One
[X] Raffles	[ ] Seal Board	[ ] Poker
[ ] **ELECTRONIC** 50/50 Raffle	[ ] Punchboard	[X] Calcuttas
[X] Pull Tab Jar	[ ] Prize Board	[ ] Paddlewheel with Tickets
[X] Pull Tab Dispensing Device	[ ] Prize Board Dispensing Device	[X] Paddlewheel Table
[X] **ELECTRONIC** Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General	Date

Signature of City/County Official	Date

PRINT Name and official position of person signing on behalf of city/county above

INSTRUCTIONS:

1. City/County - Retain a **copy** of the Site Authorization for your files.
2. City/County - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original**, **signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval

RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240

RENTAL AGREEMENT

OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (7-2023)

License Number

Site Owner (Lessor)	Site Name	Site Phone Number
DYAI OPERATING	THE ROCK	701-483-7625

Site Address	City	State	Zip Code	County
113 1ST ST W	DICKINSON	ND	58601	STARK

Organization	Rental Period		Monthly Rent Amount
DICKINSON YOUTH ACTIVITIES INC	7/1/2025	to 6/30/2026	

			Monthly Rent Amount
1. Is Bingo going to be conducted at the site?	☐ No	☒ Yes	
1a. If "Yes" to number 1 above, is Bingo the **primary** game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.	☒ No	☐ Yes	$
2. Is Twenty-One conducted at this site?	☐ No	☒ Yes	
Number of Tables with wagers **up to** $5 ____ X Rent per Table $ ____			$
Number of Tables with wagers **over** $5 2 X Rent per Table $ 0			$ 0
3. Is Paddlewheels conducted at this site?	☐ No	☒ Yes	
Number of Tables 1 X Rent per Table $ 0			$ 0
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site?	☐ No	☒ Yes	$ 0
Please Check: ☒ Jar Bar ☐ Standard Dispensing Device			
5. Are Electronic Pull-Tabs conducted at this site?	☐ No	☒ Yes	$ 0
If "Yes" please indicate the number of devices 10			
Total Monthly Rent			$ 0

6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. ☐

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a credit ticket voucher from an electronic tab device, winning pull tab involving a dispensing device, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device, and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessors on call or temporary or permanent employee(s) will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming credit ticket vouchers from an electronic pull-tab device, or pull tabs or prize boards involving a dispensing device, **the lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.**

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

A LESSOR who is an officer or board member of an organization **may not** participate in the organization's decision-making that is a conflict of interest.

At the LESSOR's option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor	Title	Date
[signature]	President	3/17/25
Signature of Lesse: Roxanne Tescill	Title: Gaming Manager	Date: 3/18/25

GAMING SITE AUTHORIZATION

ND OFFICE OF ATTORNEY GENERAL
SFN 17996 (4-2023)

G - ___ ___ ___ ___
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization
DICKINSON YOUTH ACTIVITIES INC

This organzation is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location			
MAVERICK'S SALOON			
Street	City	ZIP Code	County
196 MUSEUM DRIVE	**DICKINSON**	**58601**	**STARK**
Beginning Date(s) Authorized	Ending Date(s) Authorized	Number of Twenty-One tables, if zero, enter "0"	
7/1/2025	**6/30/2026**	**1**	

Specific location where games of chance will be conducted and played at the site **(required)**
WEST WAL LOF BAR

If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of the event(s) if known

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization must provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must throughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site **(required)**

☐ Bingo	☐ Club Special	☐ Sports Pools
☐ **ELECTRONIC** Quick Shot Bingo	☐ Tip Board	☒ Twenty-One
☐ Raffles	☐ Seal Board	☐ Poker
☐ **ELECTRONIC** 50/50 Raffle	☐ Punchboard	☐ Calcuttas
☒ Pull Tab Jar	☐ Prize Board	☐ Paddlewheel with Tickets
☒ Pull Tab Dispensing Device	☐ Prize Board Dispensing Device	☐ Paddlewheel Table
☒ **ELECTRONIC** Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

1. City/County - Retain a **copy** of the Site Authorization for your files.
2. City/County - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original**, **signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval

RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240

RENTAL AGREEMENT

OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (7-2023)

License Number

Site Owner (Lessor)	Site Name	Site Phone Number
BRYAN NELSON	MAVERICK'S SALOON	701-483-977

Site Address	City	State	Zip Code	County
196 MUSEUM DRIVE	DICKINSON	ND	58601	STARK

Organization	Rental Period		Monthly Rent Amount
DICKINSON YOUTH ACTIVITIES INC.	7/1/2025	to 6/30/2026	

1. Is Bingo going to be conducted at the site?	☒ No	☐ Yes	
1a. If "Yes" to number 1 above, is Bingo the **primary** game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.	☐ No	☐ Yes	$
2. Is Twenty-One conducted at this site?	☐ No	☒ Yes	
Number of Tables with wagers **up to** $5 ____ X Rent per Table $ ____			$
Number of Tables with wagers **over** $5 1 X Rent per Table $ 300			$ 300
3. Is Paddlewheels conducted at this site?	☒ No	☐ Yes	$
Number of Tables ____ X Rent per Table $ ____			
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site?	☐ No	☒ Yes	$ 325
Please Check: ☒ Jar Bar ☒ Standard Dispensing Device			
5. Are Electronic Pull-Tabs conducted at this site?	☐ No	☒ Yes	$ 875
If "Yes" please indicate the number of devices 5			
Total Monthly Rent			$ 1,500

6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. ☐

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a credit ticket voucher from an electronic tab device, winning pull tab involving a dispensing device, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device, and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessors on call or temporary or permanent employee(s) will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming credit ticket vouchers from an electronic pull-tab device, or pull tabs or prize boards involving a dispensing device, **the lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.**

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

A LESSOR who is an officer or board member of an organization **may not** participate in the organization's decision-making that is a conflict of interest.

At the LESSOR's option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor Bry Nelson	Title President	Date 3/17/25
Signature of Lessee	Title President	Date 3/16/25

GAMING SITE AUTHORIZATION

ND OFFICE OF ATTORNEY GENERAL
SFN 17996 (4-2023)

G - ___ ___ ___ ___
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization
DICKINSON YOUTH ACTIVITIES INC.

This organzation is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location
NEIGHBORS

Street	City	ZIP Code	County
745 STATES AVE	**DICKINSON**	**58601**	**STARK**

Beginning Date(s) Authorized	Ending Date(s) Authorized	Number of Twenty-One tables, if zero, enter "0"
7/1/2025	**6/30/2026**	**1**

Specific location where games of chance will be conducted and played at the site **(required)**
2 SECTIONS 1. NORTH WALL 2. WALL EAST BY BAR

If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of the event(s) if known

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must throughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site **(required)**

☐ Bingo	☐ Club Special	☐ Sports Pools
☐ **ELECTRONIC** Quick Shot Bingo	☐ Tip Board	☒ Twenty-One
☐ Raffles	☐ Seal Board	☐ Poker
☐ **ELECTRONIC** 50/50 Raffle	☐ Punchboard	☐ Calcuttas
☒ Pull Tab Jar	☐ Prize Board	☐ Paddlewheel with Tickets
☒ Pull Tab Dispensing Device	☐ Prize Board Dispensing Device	☐ Paddlewheel Table
☒ **ELECTRONIC** Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General	Date

Signature of City/County Official	Date

PRINT Name and official position of person signing on behalf of city/county above

INSTRUCTIONS:

1. City/County - Retain a **copy** of the Site Authorization for your files.
2. City/County - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original**, **signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval

RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240

RENTAL AGREEMENT

OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (7-2023)

License Numbe

Site Owner (Lessor)		Site Name		Site Phone Number
LA LIQUORS		NEIGHBORS		701-483-5477
Site Address	**City**	**State**	**Zip Code**	**County**
745 STATES AVE	DICKINSON	ND	58601	STARK
Organization	**Rental Period**			**Monthly Rent Amount**
DICKINSON YOUTH ACTIVITIES INC.	7/1/2025	to	6/30/2026	

			Monthly Rent Amount
1. Is Bingo going to be conducted at the site?	☒ No	☐ Yes	
1a. If "Yes" to number 1 above, is Bingo the **primary** game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.	☐ No	☐ Yes	$
2. Is Twenty-One conducted at this site? Number of Tables with wagers **up to** $5 ____ X Rent per Table $ ____	☐ No	☒ Yes	$
Number of Tables with wagers **over** $5 1 X Rent per Table $ 300			$ 300
3. Is Paddlewheels conducted at this site? Number of Tables 0 X Rent per Table $ 0	☒ No	☐ Yes	$ 0
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? Please Check: ☒ Jar Bar ☒ Standard Dispensing Device	☐ No	☒ Yes	$ 325
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices 6	☐ No	☒ Yes	$ 950
Total Monthly Rent			$ 1,575

6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. ☐

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a credit ticket voucher from an electronic tab device, winning pull tab involving a dispensing device, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device, and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessors on call or temporary or permanent employee(s) will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming credit ticket vouchers from an electronic pull-tab device, or pull tabs or prize boards involving a dispensing device, **the lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.**

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

A LESSOR who is an officer or board member of an organization **may not** participate in the organization's decision-making that is a conflict of interest.

At the LESSOR's option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor	Title Mgr	Date 3-17-25
Signature of Lesse	Title President	Date 3/16/25

GAMING SITE AUTHORIZATION

ND OFFICE OF ATTORNEY GENERAL
SFN 17996 (4-2023)

G - ___ ___ ___ ___
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization
DICKINSON YOUTH ACTIVITIES INC.

This organzation is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location			
ELKS LODGE			
Street	City	ZIP Code	County
501 ELKS DRIVE	**DICKINSON**	**58601**	**STARK**
Beginning Date(s) Authorized	Ending Date(s) Authorized	Number of Twenty-One tables, if zero, enter "0"	
7/1/2025	**6/30/2026**	**1**	

Specific location where games of chance will be conducted and played at the site **(required)**
SOUTH EAST 21 ONLY ROOM

If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of the event(s) if known

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization must provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must throughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site **(required)**

☐ Bingo	☐ Club Special	☐ Sports Pools
☐ **ELECTRONIC** Quick Shot Bingo	☐ Tip Board	☒ Twenty-One
☒ Raffles	☐ Seal Board	☐ Poker
☐ **ELECTRONIC** 50/50 Raffle	☐ Punchboard	☐ Calcuttas
☐ Pull Tab Jar	☐ Prize Board	☐ Paddlewheel with Tickets
☒ Pull Tab Dispensing Device	☐ Prize Board Dispensing Device	☐ Paddlewheel Table
☒ **ELECTRONIC** Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

1. City/County - Retain a **copy** of the Site Authorization for your files.
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Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240

RENTAL AGREEMENT

OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (7-2023)

License Numbe

Site Owner (Lessor)	Site Name	Site Phone Number
ELKS 1137	ELKS 1137	701-483-1137

Site Address	City	State	Zip Code	County
501 ELKS DRIVE	DICKINSON	ND	58601	STARK

Organization	Rental Period		Monthly Rent Amount
DICKINSON YOUTH ACTIVITIES INC.	7/1/2025	to 6/30/2026	

			Monthly Rent Amount
1. Is Bingo going to be conducted at the site?	☒ No	☐ Yes	
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.	☐ No	☐ Yes	$
2. Is Twenty-One conducted at this site?	☐ No	☒ Yes	$
Number of Tables with wagers up to $5 ____ X Rent per Table $ ____			$
Number of Tables with wagers over $5 1 X Rent per Table $ 0			$ 0
3. Is Paddlewheels conducted at this site?	☒ No	☐ Yes	$ 0
Number of Tables 0 X Rent per Table $ 0			
4. Is Pull Tabs involving either a jar bar or standard dispensing device conducted at this site?	☐ No	☒ Yes	$ 0
Please Check: ☐ Jar Bar ☒ Standard Dispensing Device			
5. Are Electronic Pull-Tabs conducted at this site?	☐ No	☒ Yes	$ 875
If "Yes" please indicate the number of devices 5			
Total Monthly Rent			$ 875

6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. ☐

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a credit ticket voucher from an electronic tab device, winning pull tab involving a dispensing device, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device, and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessors on call or temporary or permanent employee(s) will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming credit ticket vouchers from an electronic pull-tab device, or pull tabs or prize boards involving a dispensing device, **the lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.**

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

A LESSOR who is an officer or board member of an organization **may not** participate in the organization's decision-making that is a conflict of interest.

At the LESSOR's option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lesso	Title Exalted Ruler	Date 04/01/202
Signature of Lesse	Title President	Date 3/16/25

GAMING SITE AUTHORIZATION

ND OFFICE OF ATTORNEY GENERAL
SFN 17996 (4-2023)

G - ___ ___ ___ ___
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization
DICKINSON YOUTH ACTIVITIES INC.

This organzation is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location			
GRAND DAKOTA LODGE			
Street	City	ZIP Code	County
532 15TH ST WEST	**DICKINSON**	**58601**	**STARK**
Beginning Date(s) Authorized	Ending Date(s) Authorized	Number of Twenty-One tables, if zero, enter "0"	
7/1/2025	**6/30/2026**	**2**	

Specific location where games of chance will be conducted and played at the site **(required)**
2 SECTIONS 1. SOUTH AREA OF BAR 2. MIDDLE WALL IS E-TAB MACHINES

If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of the event(s) if known

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must throughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site **(required)**

☐ Bingo	☐ Club Special	☐ Sports Pools
☐ **ELECTRONIC** Quick Shot Bingo	☐ Tip Board	☒ Twenty-One
☐ Raffles	☐ Seal Board	☐ Poker
☐ **ELECTRONIC** 50/50 Raffle	☐ Punchboard	☒ Calcuttas
☒ Pull Tab Jar	☐ Prize Board	☐ Paddlewheel with Tickets
☐ Pull Tab Dispensing Device	☐ Prize Board Dispensing Device	☒ Paddlewheel Table
☒ **ELECTRONIC** Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General	Date
Signature of City/County Official	**Date**

PRINT Name and official position of person signing on behalf of city/county above

INSTRUCTIONS:

1. City/County - Retain a **copy** of the Site Authorization for your files.
2. City/County - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original**, **signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval

RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240

RENTAL AGREEMENT

OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (7-2023)

License Number

Site Owner (Lessor)	Site Name	Site Phone Number
MERLIN HOTEL GROUP	GRAND DAKOTA LODGE	7001-483-5600

Site Address	City	State	Zip Code	County
532 15TH ST W	DICKINSON	ND	58601	STARK

Organization	Rental Period		Monthly Rent Amount
DICKINSON YOUTH ACTIVITIES INC.	7/1/2025	to 6/30/2026	

			Monthly Rent Amount
1. Is Bingo going to be conducted at the site?	☒ No	☐ Yes	
1a. If "Yes" to number 1 above, is Bingo the **primary** game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.	☐ No	☐ Yes	$
2. Is Twenty-One conducted at this site? Number of Tables with wagers **up to** $5 ____ X Rent per Table $ ____	☐ No	☒ Yes	$
Number of Tables with wagers **over** $5 2 X Rent per Table $ 300			$ 600
3. Is Paddlewheels conducted at this site? Number of Tables 1 X Rent per Table $ 200	☒ No	☐ Yes	$ 200
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? Please Check: ☒ Jar Bar ☐ Standard Dispensing Device	☐ No	☒ Yes	$ 175
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices 4	☐ No	☒ Yes	$ 700
Total Monthly Rent			$ 1,675

6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. ☐

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a credit ticket voucher from an electronic tab device, winning pull tab involving a dispensing device, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device, and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessors on call or temporary or permanent employee(s) will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming credit ticket vouchers from an electronic pull-tab device, or pull tabs or prize boards involving a dispensing device, **the lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.**

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

A LESSOR who is an officer or board member of an organization **may not** participate in the organization's decision-making that is a conflict of interest.

At the LESSOR's option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor	Title	Date 3/16/25
Signature of Lesse	Title President	Date 3/16/25

GAMING SITE AUTHORIZATION

ND OFFICE OF ATTORNEY GENERAL
SFN 17996 (4-2023)

Section 3. Item C.

G - ___ ___ ___ ___ -
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization
DICKINSON YOUTH ACTIVITIES INC.

This organzation is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location			
SPUR BAR			
Street	City	ZIP Code	County
1306 W VILLARD	**DICKINSON**	**58601**	**STARK**
Beginning Date(s) Authorized	Ending Date(s) Authorized	Number of Twenty-One tables, if zero, enter "0"	
7/1/2025	**6/30/2026**	**2**	

Specific location where games of chance will be conducted and played at the site **(required)**
2 SECTIONS 1. SOUTH EAST WALL ETABS 2. SOUTHWEST CORNER OF BAR

If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of the event(s) if known

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must throughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site **(required)**

☐ Bingo	☐ Club Special	☒ Sports Pools
☐ **ELECTRONIC** Quick Shot Bingo	☐ Tip Board	☒ Twenty-One
☒ Raffles	☐ Seal Board	☐ Poker
☐ **ELECTRONIC** 50/50 Raffle	☐ Punchboard	☒ Calcuttas
☒ Pull Tab Jar	☐ Prize Board	☐ Paddlewheel with Tickets
☒ Pull Tab Dispensing Device	☐ Prize Board Dispensing Device	☐ Paddlewheel Table
☒ **ELECTRONIC** Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

1. City/County - Retain a **copy** of the Site Authorization for your files.
2. City/County - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original**, **signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval

RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240

RENTAL AGREEMENT

OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (7-2023)

License Number

Site Owner (Lessor)	Site Name	Site Phone Number
JK3S,LLC	SPUR BAR	701-483-5205

Site Address	City	State	Zip Code	County
1306 W VILLARD	DICKINSON	ND	58601	STARK

Organization	Rental Period		Monthly Rent Amount
DICKINSON YOUTH ACTIVITIES INC.	7/1/2025	to 6/30/2026	

1. Is Bingo going to be conducted at the site?	☒ No	☐ Yes	
1a. If "Yes" to number 1 above, is Bingo the **primary** game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.	☐ No	☐ Yes	$
2. Is Twenty-One conducted at this site? Number of Tables with wagers **up to** $5 ____ X Rent per Table $ ____	☐ No	☒ Yes	$
Number of Tables with wagers **over** $5 2 X Rent per Table $ 300			$ 600
3. Is Paddlewheels conducted at this site? Number of Tables 0 X Rent per Table $ 0	☒ No	☐ Yes	$ 0
4. Is Pull Tabs involving either a jar bar or standard dispensing device conducted at this site? Please Check: ☒ Jar Bar ☒ Standard Dispensing Device	☐ No	☒ Yes	$ 325
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices 10	☐ No	☒ Yes	$ 1,250
Total Monthly Rent			$ 2,175

6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. ☐

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a credit ticket voucher from an electronic tab device, winning pull tab involving a dispensing device, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device, and sell raffle tickets or sports pool chances on a board on behalf of an organization.

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Signature of Lessor	Title Mmbr	Date 3-17-25
Signature of Lesse	Title President	Date 3/16/25

GAMING SITE AUTHORIZATION

ND OFFICE OF ATTORNEY GENERAL
SFN 17996 (4-2023)

G - ___ ___ ___ ___
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization
DICKINSON YOUTH ACTIVITIES INC.

This organzation is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location
BUFFALO WILD WINGS

Street	City	ZIP Code	County
3545 W RIDGE DRIVE	**DICKINSON**	**58601**	**STARK**

Beginning Date(s) Authorized	Ending Date(s) Authorized	Number of Twenty-One tables, if zero, enter "0"
7/1/2025	**6/30/2026**	**0**

Specific location where games of chance will be conducted and played at the site (**required**)
BAR AREA 21 ONLY ROOM

If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of the event(s) if known

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must throughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (**required**)

☐ Bingo	☐ Club Special	☐ Sports Pools
☐ **ELECTRONIC** Quick Shot Bingo	☐ Tip Board	☐ Twenty-One
☐ Raffles	☐ Seal Board	☐ Poker
☐ **ELECTRONIC** 50/50 Raffle	☐ Punchboard	☐ Calcuttas
☐ Pull Tab Jar	☐ Prize Board	☐ Paddlewheel with Tickets
☐ Pull Tab Dispensing Device	☐ Prize Board Dispensing Device	☐ Paddlewheel Table
☒ **ELECTRONIC** Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

1. City/County - Retain a **copy** of the Site Authorization for your files.
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3. Organizations - Send the **original**, **signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval

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Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240

RENTAL AGREEMENT

OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9413 (7-2023)

License Number (Office Use Only)

Site Owner (Lessor)	Site Name	Site Phone Number
WINGS OF MINOT ND LLC	BUFFALO WILD WINGS	701-761-2382

Site Address	City	State	Zip Code	County
3545 WEST RIDGE DRIVE	DICKINSON	ND	58601	STARK

Organization	Rental Period			Monthly Rent Amount
DICKINSON YOUTH ACTIVITIES INC.	7/1/2025	to	6/30/2026	

			Monthly Rent Amount
1. Is Bingo going to be conducted at the site?	☒ No	☐ Yes	
1a. If "Yes" to number 1 above, is Bingo the primary game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.	☐ No	☐ Yes	$
2. Is Twenty-One conducted at this site?	☒ No	☐ Yes	$
Number of Tables with wagers up to $5 ____ X Rent per Table $ ____			
Number of Tables with wagers over $5 0 X Rent per Table $ ____			$ 0
3. Is Paddlewheels conducted at this site? Number of Tables 0 X Rent per Table $ 0	☒ No	☐ Yes	$ 0
4. Is Pull Tabs involving either a jar bar or standard dispensing device conducted at this site?	☒ No	☐ Yes	$
Please Check: ☐ Jar Bar ☐ Standard Dispensing Device			
5. Are Electronic Pull-Tabs conducted at this site?	☐ No	☒ Yes	$ 875
If "Yes" please indicate the number of devices 5			
Total Monthly Rent			$ 875

6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. ☐

TERMS OF RENTAL AGREEMENT:

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.

The LESSOR agrees that no game will be directly operated as part of the lessor's business.

The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a credit ticket voucher from an electronic tab device, winning pull tab involving a dispensing device, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device, and sell raffle tickets or sports pool chances on a board on behalf of an organization.

The LESSOR agrees that the lessors on call or temporary or permanent employee(s) will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.

If the LESSEE provides the Lessor with a temporary loan of funds for redeeming credit ticket vouchers from an electronic pull-tab device, or pull tabs or prize boards involving a dispensing device, **the lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.**

The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.

The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.

The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.

A LESSOR who is an officer or board member of an organization **may not** participate in the organization's decision-making that is a conflict of interest.

At the LESSOR's option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor	Title	Date
[signature]	BWW Owner Operator	3/31/25
Signature of Lessee [signature]	Title President	Date 3/16/25

GAMING SITE AUTHORIZATION

ND OFFICE OF ATTORNEY GENERAL
SFN 17996 (4-2023)

G - ___ ___ ___ ___ (___ ___ ___) ___
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization
Dickinson Eagles Aerie #2328

This organzation is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location
Dickinson Eagles Club #2328

Street	City	ZIP Code	County
31 1st Ave East	**Dickinson**	**ND**	**Stark**

Beginning Date(s) Authorized	Ending Date(s) Authorized	Number of Twenty-One tables, if zero, enter "0"
07/01/2025	**06/30/2026**	**1**

Specific location where games of chance will be conducted and played at the site **(required)**
In the bar EXCLUDING bathrooms

If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of the event(s) if known

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must throughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site **(required)**

[X] Bingo	[ ] Club Special	[X] Sports Pools
[ ] **ELECTRONIC** Quick Shot Bingo	[ ] Tip Board	[X] Twenty-One
[X] Raffles	[ ] Seal Board	[ ] Poker
[ ] **ELECTRONIC** 50/50 Raffle	[ ] Punchboard	[X] Calcuttas
[X] Pull Tab Jar	[ ] Prize Board	[ ] Paddlewheel with Tickets
[X] Pull Tab Dispensing Device	[X] Prize Board Dispensing Device	[ ] Paddlewheel Table
[X] **ELECTRONIC** Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
Monday - Saturday	10:30 am - 12:45 am

If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

1. City/County - Retain a **copy** of the Site Authorization for your files.
2. City/County - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval

RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240

Financial Report

For the Period Ending

March 31st, 2025

From: *Samantha Buzalsky, Finance Specialist*

Budget Summary ……..1

Statement of Fund Activity……..2

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

Aged Report Summary ……..7

Utility Revenue Summary……8

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

2025 Budget Recap
3/31/2025

	2025 Budget	2025 Actual	Variance	% Expended
General Fund	$ 27,556,349	$ 6,431,138	$ 21,125,211	23.34%
Special Revenue Funds				
1% Sales Tax	$ 8,895,770	$ 659,878	$ 8,235,892	7.42%
1/2% Sales Tax	$ 3,350,000	$ 425,000	$ 2,925,000	12.69%
Legacy Square Fund	$ 474,390	$ 60,340	$ 414,050	12.72%
Cemetery Fund	$ 90,500	$ 16,459	$ 74,041	18.19%
Future Fund	$ 280,000	$ 4,454	$ 275,546	1.59%
Oil Impact Fund	$ 28,000,000	$ 986,337	$ 27,013,663	3.52%
Hospitality Tax	$ 1,084,000	$ 69,000	$ 1,015,000	6.37%
Highway Tax	$ 1,486,000	$ -	$ 1,486,000	0.00%
Urban Forestry/Downtown Streetscape	$ 50,000	$ -	$ 50,000	0.00%
EMS	$ 3,383,633	$ 387,861	$ 2,995,772	11.46%
Library	$ 1,378,145	$ 269,170	$ 1,108,975	19.53%
Interest Revenue Fund	$ 3,235,000	$ 200,000	$ 3,035,000	6.18%
Debt Service Funds				
WRCC Revenue Bond	$ 2,080,600	$ -	$ 2,080,600	0.00%
General Capital Lease Fund	$ 485,000	$ 134,427	$ 350,573	27.72%
Enterprise/Proprietary Funds				
Water	$ 8,341,758	$ 1,220,703	$ 7,121,055	14.63%
Sewer	$ 9,713,700	$ 372,907	$ 9,340,793	3.84%
Solid Waste	$ 5,329,631	$ 831,082	$ 4,498,549	15.59%
Storm Water	$ 227,315	$ 10,533	$ 216,782	4.63%
Wastewater Plant	$ 1,189,545	$ 285,670	$ 903,875	24.02%
Fleet (Internal Service)	$ 915,958	$ 208,172	$ 707,786	22.73%
Totals	107,547,294	12,573,131	94,974,163	11.69%

City of Dickinson, North Dakota
Schedule of Fund Activity
As of March 31st 2025

FUNDS	Fund Balance 1/1/2025	Revenues And Other Sources	-Transfer- In	-Transfer- Out	Expenditures And Other Uses	Fund Balance 3/31/2025
General Fund:	$ 7,567,133	$ 3,263,403	$ -	$ 1,128,747	$ 5,302,391	$ 4,399,398
Special Revenue Funds:						
1% City Sales Tax	$ 15,312,583	$ 732,809	$ -	$ -	$ 659,878	$ 15,385,514
1/2% City Sales Tax	$ 1,222,579	$ 366,405	$ -	$ -	$ 425,000	$ 1,163,984
Legacy Square Fund	$ 146,834	$ -	$ -	$ -	$ 12,530	$ 134,304
Cemetery	$ 205,937	$ 42,550	$ -	$ -	$ 16,459	$ 232,028
Youth Commission	$ 1,097	$ -	$ -	$ -	$ -	$ 1,097
Future Fund	$ 6,585,350	$ 147,301	$ -	$ -	$ 4,454	$ 6,728,196
Oil & Gas Production	$ 19,957,762	$ 1,389,459	$ -	$ -	$ 986,337	$ 20,360,883
Hospitality Tax	$ 1,345,952	$ 100,097	$ -	$ -	$ 69,000	$ 1,377,049
Highway Tax	$ 15,349	$ 102,390	$ -	$ -	$ -	$ 117,738
Downtown Streetscape	$ 56,228	$ -	$ -	$ -	$ -	$ 56,228
PD Special Revenue/Grant Fund	$ 390,164	$ 39,459	$ 200,000	$ -	$ 90,735	$ 538,888
Federal Grants - ARPA	$ 941,217	$ -	$ -	$ -	$ 180,000	$ 761,217
Fire Special Revenue	$ 597,854	$ 5,944	$ -	$ -	$ 67,876	$ 535,922
Ambulance Special Revenue	$ 2,095,505	$ 189,835	$ -	$ -	$ 387,861	$ 1,897,479
Museum Special Revenue	$ 16,096	$ 40	$ -	$ -	$ 2,476	$ 13,660
Library	$ (78,925)	$ 576,030	$ -	$ -	$ 269,170	$ 227,935
Total Special Revenue Funds	$ 48,811,582	$ 3,692,317	$ 200,000	$ -	$ 3,171,777	$ 49,532,122
Debt Service Funds:						
Community Center Revenue Bond	$ 2,488,578	$ -	$ -	$ -	$ -	$ 2,488,578
General Capital Leases	$ (47,829)	$ -	$ -	$ -	$ 134,427	$ (182,256)
Total Debt Service Funds	$ 2,440,749	$ -	$ -	$ -	$ 134,427	$ 2,306,322
Capital Projects Funds:						
Building Construction	$ 1,401	$ -	$ -	$ -	$ -	$ 1,401
Impact Fee Capital Projects	$ 357,996	$ 37,246	$ -	$ -	$ 19,059	$ 376,184
Sidewalk Construction	$ 222,074	$ 14,438	$ -	$ -	$ -	$ 236,512
Trails Construction	$ 1,585,292	$ -	$ -	$ -	$ 2,375	$ 1,582,917
Annual Street Projects	$ 3,845,904	$ 239,240	$ -	$ -	$ 132,869	$ 3,952,274
Total Capital Projects	$ 6,012,667	$ 290,924	$ -	$ -	$ 154,303	$ 6,149,288
Internal Service Fund:						
Fleet	$ 256,647	$ 83,613	$ -	$ -	$ 208,172	$ 132,089
Enterprise Funds:						
Water Distribution	$ 33,574,898	$ 1,342,909	$ -	$ -	$ 1,220,703	$ 33,697,105
Wastewater	$ 3,970,217	$ 986,855	$ -	$ -	$ 372,907	$ 4,584,165
Solid Waste Utility	$ 3,405,980	$ 1,379,319	$ -	$ 99,457	$ 731,625	$ 3,954,216
Storm Water	$ 2,065,020	$ 76,926	$ -	$ -	$ 10,533	$ 2,131,412
Wastewater Treatment Plant	$ 38,074,252	$ 54,287	$ -	$ -	$ 285,670	$ 37,842,870
Total Enterprise Funds	$ 81,090,367	$ 3,840,296	$ -	$ 99,457	$ 2,621,438	$ 82,209,768
Trust and Agency Funds:						
Pension Trust:						
City Pension	$ 7,467,253	$ 1,062,457	$ 682,891	$ -	$ 688,647	$ 8,523,954
Police Pension	$ 7,641,506	$ 179,589	$ 524,064	$ -	$ 142,056	$ 8,203,104
Volunteer Fire Dept.	$ 425,160	$ 10,912	$ 21,249	$ -	$ 3,184	$ 454,137
OPEB	$ 695,471	$ 4,698	$ -	$ -	$ 5,709	$ 694,460
Total Pension Trust Funds	$ 16,229,390	$ 1,257,656	$ 1,228,204	$ -	$ 839,596	$ 17,875,654
Agency:						
NSF Checks-Recovery	$ (1,085)	$ -	$ -	$ -	$ -	$ (1,085)
Suspense	$ (10,993)	$ -	$ -	$ -	$ 451,341	$ (462,334)
General Transit	$ 84,441	$ 355,547	$ -	$ -	$ 330,943	$ 109,046
Interest Revenue	$ 2,561,062	$ 633,607	$ -	$ 200,000	$ -	$ 2,994,669
Occupancy Tax	$ 81	$ 53,268	$ -	$ -	$ 53,268	$ 81
Emergency Shelter Grant	$ -	$ 68,301	$ -		$ 68,301	$ -
SWNTF Transit	$ (1,549)	$ 11,036	$ -	$ -	$ 7,170	$ 2,316
Total Agency Funds	$ 2,631,958	$ 1,121,759	$ -	$ 200,000	$ 911,023	$ 2,642,694
Total Trust and Agency Funds	$ 18,861,348	$ 2,379,415	$ 1,228,204	$ 200,000	$ 1,750,619	$ 20,518,348
Total All Funds	$ 165,040,492	$ 13,549,968	$ 1,428,204	$ 1,428,204	$ 13,343,126	$ 165,247,333

1% Sales Tax

3/31/2025	2019	2020	2021	2022	2023	2024	2025	Increase (Decrease) over prior year
January	503,405	576,989	443,415	479,035	597,446	490,171	748,670	258,499
February	590,900	615,580	393,184	675,922	757,033	900,175	732,809	(167,366)
March	417,702	345,175	449,633	433,558	576,217	466,764	533,945	67,181
April	394,368	505,251	485,343	419,590	551,078	327,069		
May	543,423	505,989	514,562	428,195	464,675	758,666		
June	487,623	324,748	353,963	583,886	686,093	568,198		
July	425,959	584,979	607,274	581,266	602,935	402,293		
August	765,145	527,075	568,420	569,164	707,353	905,929		
September	517,822	494,819	523,865	751,171	627,308	577,910		
October	568,820	490,122	512,572	677,176	439,305	677,393		
November	600,086	472,033	447,706	553,059	858,479	706,865		
December	438,099	491,566	634,101	597,838	589,994	577,793		
Totals	**6,253,353**	**5,934,326**	**5,934,039**	**6,749,860**	**7,457,917**	**7,359,227**	**2,015,424**	**158,314**

1/2% Sales Tax

	2019	2020	2021	2022	2023	2024	2025	Increase (Decrease) over prior year
January	251,703	288,495	221,707	239,517	298,723	245,085	374,335	129,250
February	295,450	307,790	196,592	337,961	378,517	450,088	366,405	(83,683)
March	208,851	172,588	224,817	216,779	288,109	233,382	266,972	33,590
April	197,184	252,626	242,671	209,795	275,539	163,534		
May	271,711	252,994	257,281	214,097	232,338	379,333		
June	243,812	162,374	176,981	291,943	343,047	284,099		
July	212,980	292,490	303,637	290,633	301,468	201,147		
August	382,573	263,538	284,210	284,582	353,676	452,964		
September	258,911	247,409	261,933	375,585	313,654	288,955		
October	284,410	245,061	256,286	338,588	219,652	338,696		
November	300,043	236,016	223,853	276,530	429,239	353,433		
December	219,050	245,783	317,051	298,919	294,997	288,897		
Totals	**3,126,677**	**2,967,163**	**2,967,019**	**3,374,930**	**3,728,959**	**3,679,613**	**1,007,712**	**79,157**

Total 1.5% Sales Tax

	2019	2020	2021	2022	2023	2024	2025	Increase (Decrease) over prior year
January	755,108	865,484	665,122	718,552	896,169	735,256	1,123,005	387,749
February	886,350	923,369	589,775	1,013,883	1,135,550	1,350,263	1,099,214	(251,049)
March	626,552	517,763	674,450	650,337	864,326	700,146	800,917	100,771
April	591,552	757,877	728,014	629,384	826,618	490,603		
May	815,134	758,983	771,843	642,292	697,013	1,138,000		
June	731,435	487,122	530,944	875,829	1,029,140	852,297		
July	638,939	877,469	910,911	871,899	904,403	603,440		
August	1,147,718	790,613	852,630	853,747	1,061,029	1,358,893		
September	776,733	742,228	785,798	1,126,756	940,962	866,865		
October	853,230	735,183	768,859	1,015,764	658,957	1,016,089		
November	900,130	708,049	671,559	829,589	1,287,718	1,060,298		
December	657,149	737,349	951,152	896,757	884,991	866,690		
Totals	**9,380,030**	**8,901,489**	**8,901,058**	**10,124,790**	**11,186,876**	**11,038,840**	**3,023,136**	**237,471**

Oil Impact Fund Revenue

3/31/2025	2019	2020	2021	2022	2023	2024	2025	Increase (Decrease) over prior year
January	1,088,021	1,173,219	906,718	1,299,165	1,379,453	1,582,335	1,373,620	(208,715)
February	938,136	1,221,034	974,729	1,181,038	1,192,840	1,396,215	1,358,749	(37,466)
March	1,061,228	1,143,847	999,254	1,314,748	1,246,296	1,369,677	1,360,173	(9,504)
April	1,047,392	1,016,645	991,918	1,290,101	1,230,965	1,304,302		
May	1,120,384	792,116	1,086,395	1,582,042	1,254,441	1,513,616		
June	1,212,734	622,710	1,071,391	1,321,182	1,223,107	1,486,384		
July	1,182,092	623,428	1,106,206	1,423,884	1,244,544	1,379,645		
August	1,112,773	739,585	1,119,185	1,648,644	1,202,366	1,431,833		
September	1,559,227	1,219,797	1,590,051	1,932,473	1,783,432	1,853,803		
October	1,191,095	907,805	1,174,502	1,498,774	1,509,862	1,490,675		
November	1,152,480	896,826	1,205,340	1,407,431	1,669,712	1,373,758		
December	1,168,313	890,316	1,291,108	1,403,773	1,628,239	1,336,125		
Totals	**13,833,874**	**11,247,328**	**13,516,796**	**17,303,256**	**16,565,258**	**17,518,368**	**4,092,542**	**(255,685)**

Hospitality Tax

3/31/2025	2019	2020	2021	2022	2023	2024	2025	Increase (Decrease) over prior year
January	81,122	82,427	69,011	69,822	80,993	88,784	100,152	11,368
February	80,320	84,166	49,803	87,549	81,937	99,849	100,097	248
March	71,329	63,859	60,667	67,154	77,037	93,600	89,347	(4,253)
April	59,212	78,972	70,912	67,428	75,191	72,256		
May	92,634	63,745	72,352	52,278	78,429	96,639		
June	76,960	41,043	52,463	93,769	98,201	95,785		
July	70,675	82,172	96,721	84,616	82,918	95,858		
August	104,979	88,496	86,150	83,828	105,902	128,769		
September	91,084	77,004	110,621	116,475	132,380	119,075		
October	106,436	92,454	91,040	110,248	95,499	118,060		
November	99,662	76,605	72,803	68,209	135,220	123,234		
December	72,367	82,554	92,104	90,254	100,718	178,963		
Totals	**1,006,781**	**913,497**	**924,646**	**991,630**	**1,144,425**	**1,310,871**	**289,596**	**7,362**

Occupancy Tax

	2019	2020	2021	2022	2023	2024	2025	Increase (Decrease) over prior year
January	23,827	23,209	19,645	22,427	25,873	24,170	26,461	2,291
February	19,796	22,931	14,115	20,959	22,081	25,243	27,075	1,832
March	20,971	11,847	9,806	14,433	16,097	22,895	22,512	(383)
April	24,396	22,041	14,038	18,074	20,706	15,177		
May	23,073	19,237	16,205	17,314	27,617	23,675		
June	25,315	12,864	12,547	21,977	27,036	25,171		
July	37,101	12,496	26,474	26,169	26,015	37,477		
August	37,844	27,268	50,105	44,182	46,969	54,476		
September	44,207	28,500	43,337	49,032	80,411	59,112		
October	63,262	33,627	37,659	61,186	40,325	60,919		
November	47,438	29,306	52,810	41,071	69,271	61,116		
December	24,498	22,353	27,311	31,290	35,647	61,436		
Totals	**391,727**	**265,679**	**324,053**	**368,116**	**438,047**	**470,867**	**76,048**	**3,740**

City of Dickinson

3/31/2025

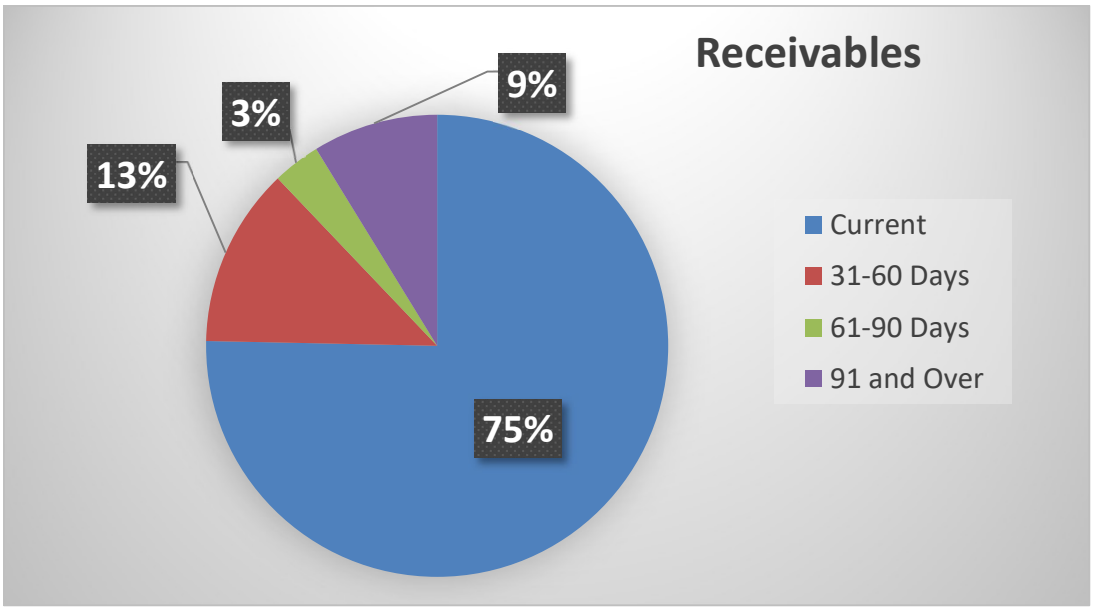
Intergovernmental Revenues

	State Aid Distribution		Highway Distribution Tax		Other Misc. Revenue Intergovernmental	
	2024	2025	2024	2025	2024	2025
January	173,974	235,055	120,921	136,267	-	-
February	262,961	237,726	108,532	102,390	-	-
March	181,844	177,705	93,317	85,818	-	-
April	127,143		94,096		-	-
May	245,132		97,576		-	-
June	205,687		93,719		19,030	-
July	164,498		116,419		-	-
August	266,684		88,616		-	-
September	213,864		95,845		-	-
October	224,734		110,575		-	-
November	243,573		105,424		-	-
December	193,019		133,713		22,058	-
Total	**2,503,113**	**650,486**	**1,258,752**	**324,475**	**41,088**	**-**

Aged Trial Balance Summary 3/31/2025

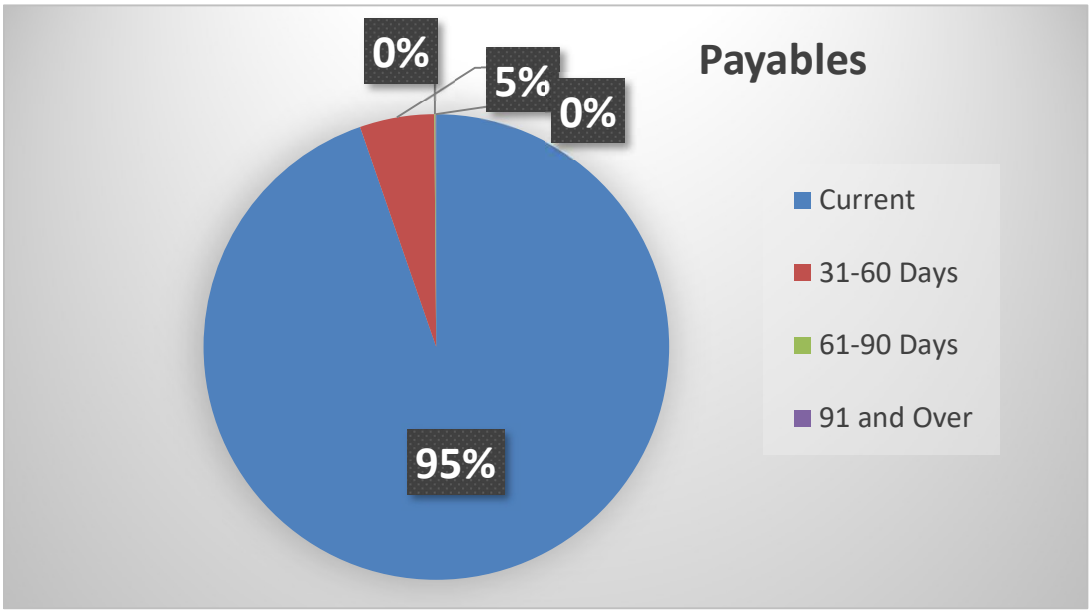
Accounts Receivable Aged Report Summary

Current	31-60 Days	61-90 Days	91 and Over	Total
$319,312	$53,193	$14,168	$37,238	$423,911



Accounts Payable Aged Report Summary

Current	31-60 Days	61-90 Days	91 and Over	Total
$1,334,179	$73,016	$1,189	$614	$1,408,998



Utility Revenue Summary
3/31/2025

	2021	2022	2023	2024	2025	Increase (Decrease) over prior year
Water						
Consumption	$ 6,082,613	$ 5,357,972	$ 5,346,827	$ 5,994,452	$ 977,523	$ (5,016,929)
Meter Charges	$ 1,146,953	$ 1,154,095	$ 1,142,569	$ 1,149,669	$ 302,161	$ (847,508)
Flat Rate Wells	$ 1,141	$ 1,080	$ 1,070	$ 1,055	$ 255	$ (800)
Labor Sales & Service	$ 360	$ 360	$ 510	$ 645	$ 180	$ (465)
Connection Fees	$ 172,079	$ 158,153	$ 187,700	$ 197,750	$ 34,375	$ (163,375)
Bad Debts Recovered	$ -	$ 9,078	$ 18,333	$ 14,570	$ 6,663	$ (7,907)
Water Vendor	$ -	$ 30,621	$ 23,386	$ 23,750	$ 3,889	$ (19,861)
Other Misc Reveue	$ -	$ 41,581	$ 26,855	$ 26,049	$ 17,699	$ (8,350)
Sewer						
Consumption	$ 1,433,404	$ 1,348,383	$ 1,329,525	$ 1,462,799	$ 375,617	$ (1,087,182)
Meter Charges	$ 1,534,287	$ 1,543,413	$ 1,527,970	$ 1,537,038	$ 405,506	$ (1,131,532)
Flat Rate Wells	$ 5,400	$ 5,400	$ 5,352	$ 5,277	$ 1,274	$ (4,003)
Septage Receiving Station	$ -	$ 31,992	$ 64,116	$ 68,045	$ 15,771	$ (52,274)
Connection Fees	$ 91,550	$ 81,800	$ 236,750	$ 94,387	$ 18,350	$ (76,037)
Other Misc Reveue	$ -	$ 836,442	$ 827,031	$ 889,464	$ 170,337	$ (719,127)
Solid Waste						
Utility Billing	$ 1,569,909	$ 1,576,222	$ 1,585,175	$ 1,916,324	$ 460,234	$ (1,456,090)
Commercial Landfill	$ 812,800	$ 1,007,974	$ 848,730	$ 922,888	$ 193,965	$ (728,923)
Gate Receipts	$ 448,321	$ 539,687	$ 684,955	$ 687,096	$ 103,116	$ (583,980)
UB Commercial Service	$ 1,462,181	$ 1,484,111	$ 1,646,760	$ 2,021,679	$ 497,599	$ (1,524,080)
Commercial Container Rent	$ 220,795	$ 177,291	$ 220,416	$ 217,578	$ 63,609	$ (153,969)
Recycle Income	$ -	$ 136,052	$ 71,322	$ 97,828	$ 14,123	$ (83,705)
Other Misc Reveue	$ -	$ 175,707	$ 175,758	$ 182,341	$ 46,672	$ (135,669)
General Fund						
Street Light Utility	$ 391,843	$ 394,167	$ 389,410	$ 391,558	$ 93,789	$ (297,769)
Storm Water						
Utility Billing	$ 316,190	$ 317,917	$ 314,553	$ 316,618	$ 75,826	$ (240,792)
Other Misc Reveue			$ 14,154	$ 9,998	$ 1,100	$ (8,898)
Waste Water Treatment Plant						
Wastewater Reuse	$ 305,141	$ 257,474	$ 240,795	$ 467,436	$ 54,287	$ (413,149)
Total	**$ 15,994,966**	**$ 16,666,973**	**$ 16,930,023**	**$ 18,696,294**	**$ 3,933,920**	**$ (14,762,374)**

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

Monthly Financial Report

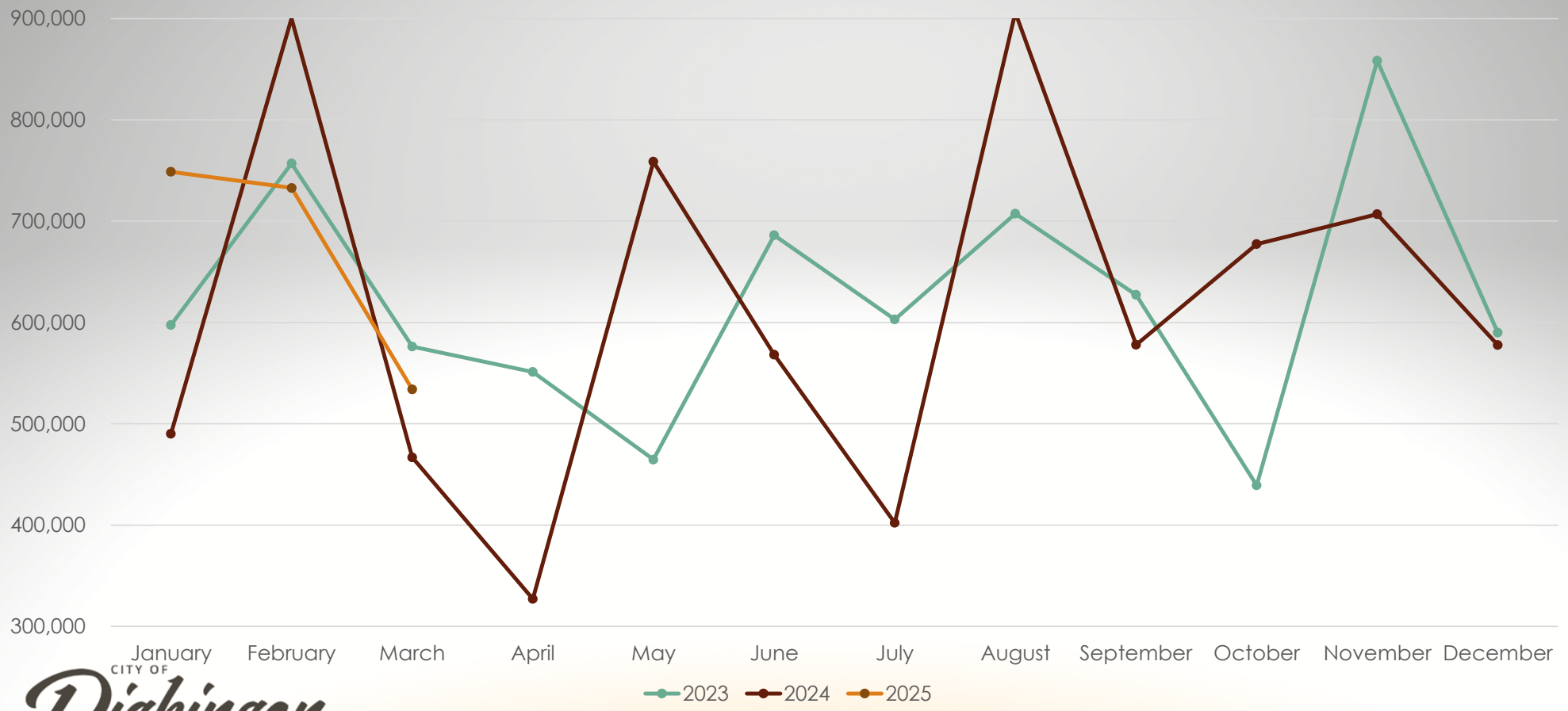
Presented by: Deputy City Administrator Carlson

CITY OF Dickinson North Dakota

General Fund
Statement of Fund Activity

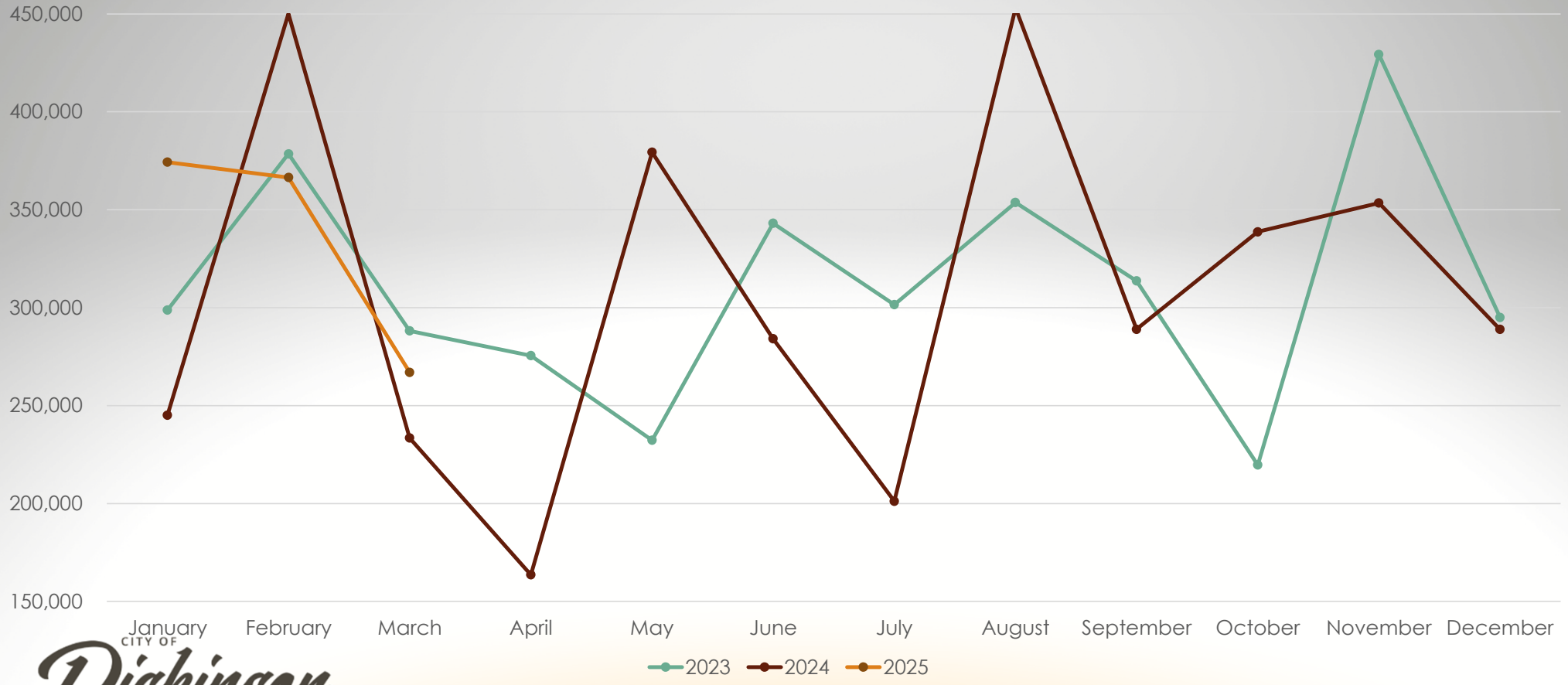
FUNDS	Fund Balance 1/1/2025	Revenues And Other Sources	-Transfer- In	-Transfer- Out	Expenditures And Other Uses	Fund Balance 3/31/2025
General Fund:	$ 7,567,133	$ 3,263,403	$ -	$ 1,128,747	$ 5,302,391	$ 4,399,398

1% Sales Tax Monthly Breakdown



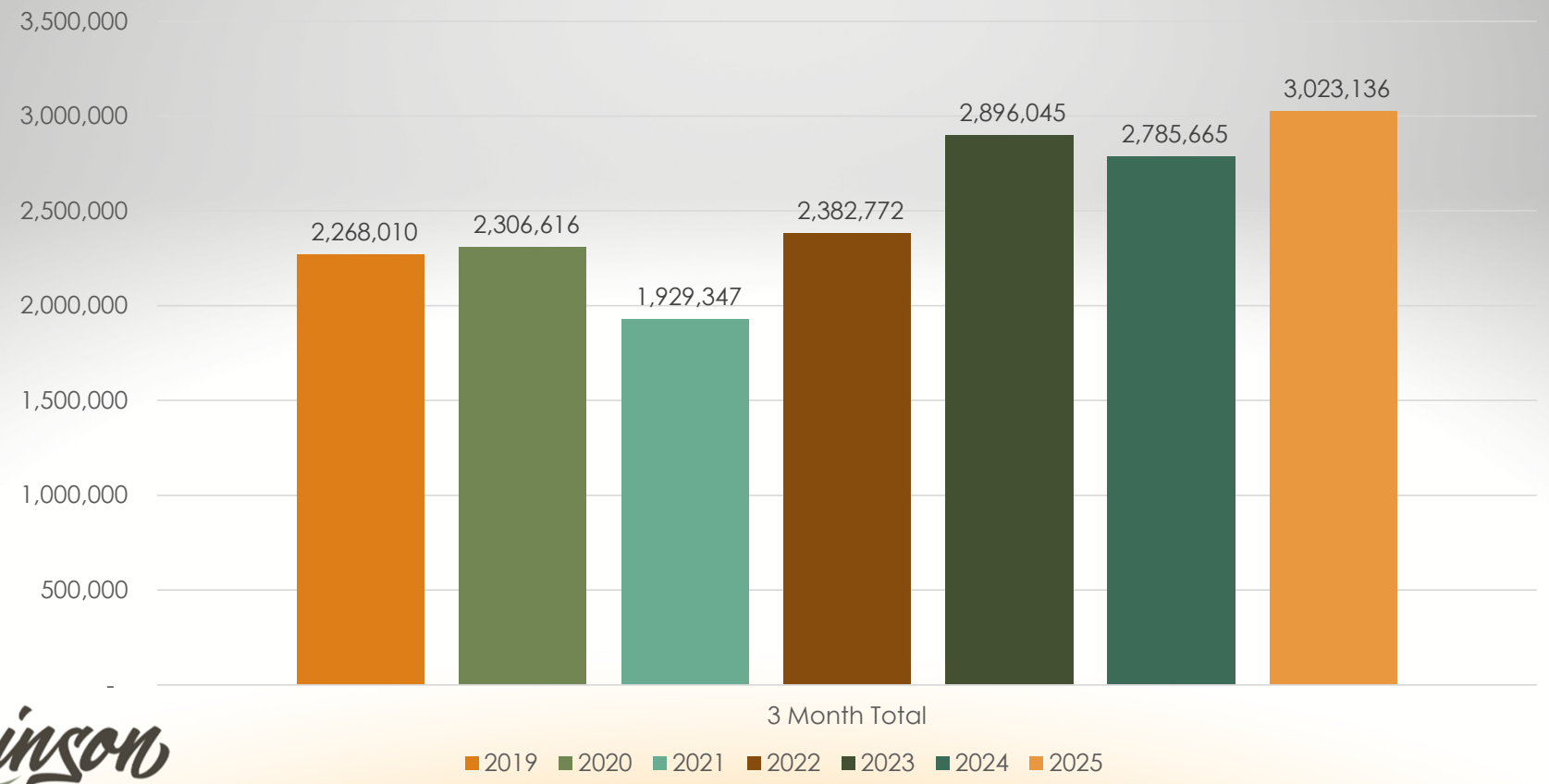
CITY OF Dickinson North Dakota

½% Sales Tax Monthly Breakdown



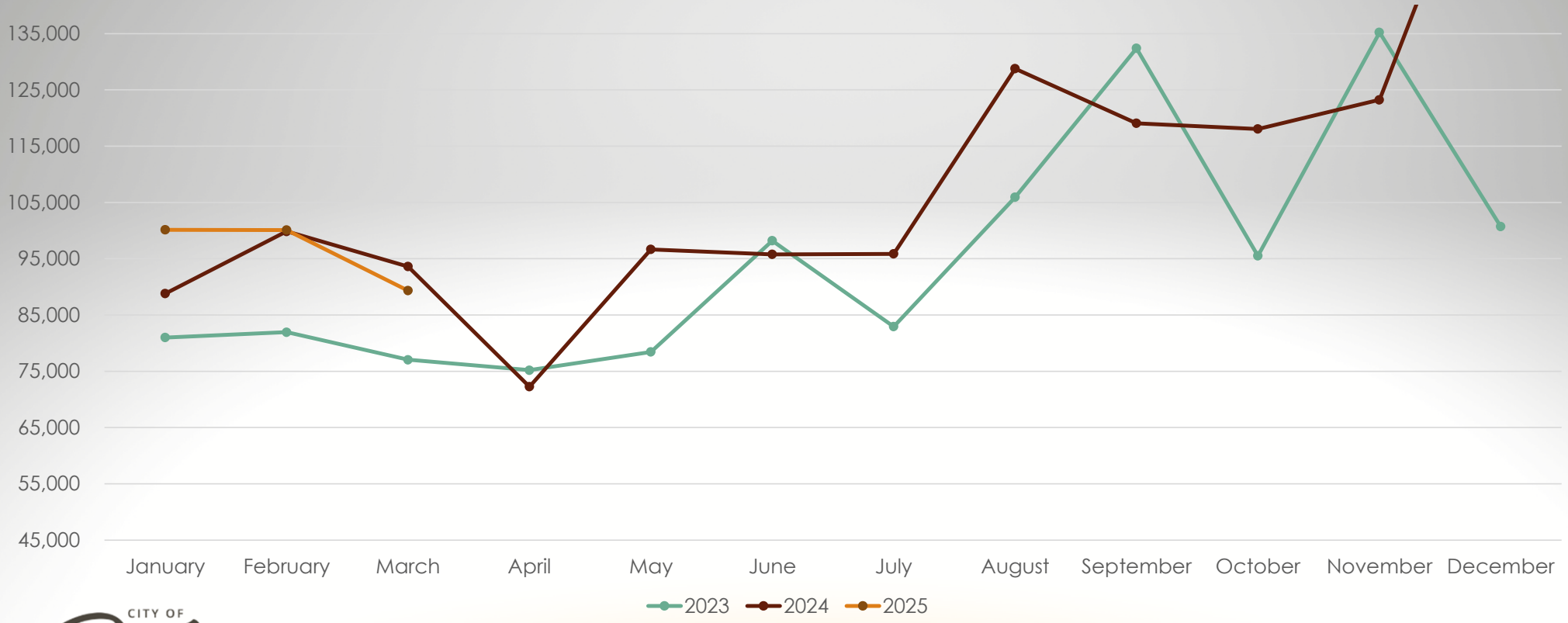
CITY OF Dickinson North Dakota

Sales Tax Comparison



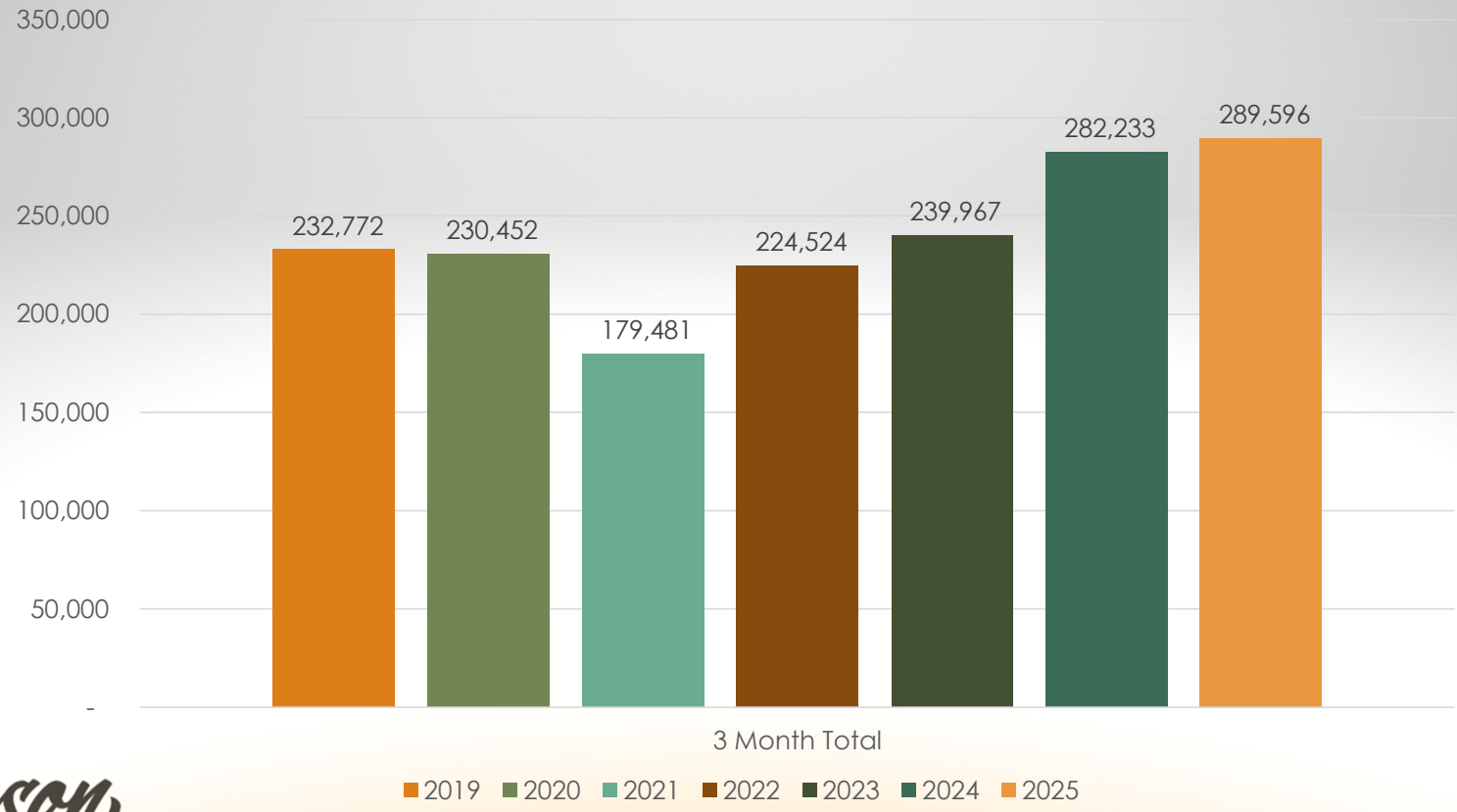
CITY OF Dickinson North Dakota

Hospitality Tax Monthly Breakdown



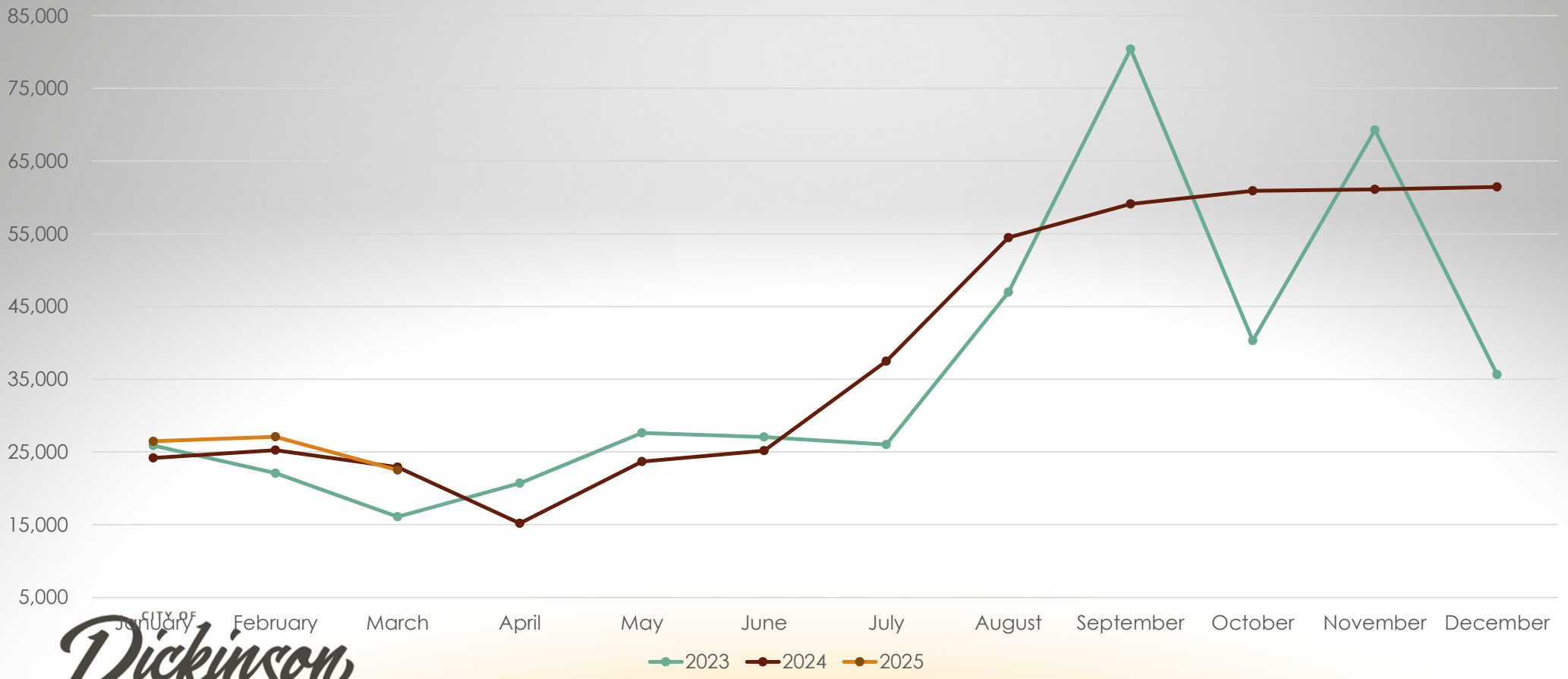
CITY OF Dickinson North Dakota

Hospitality Tax Comparison



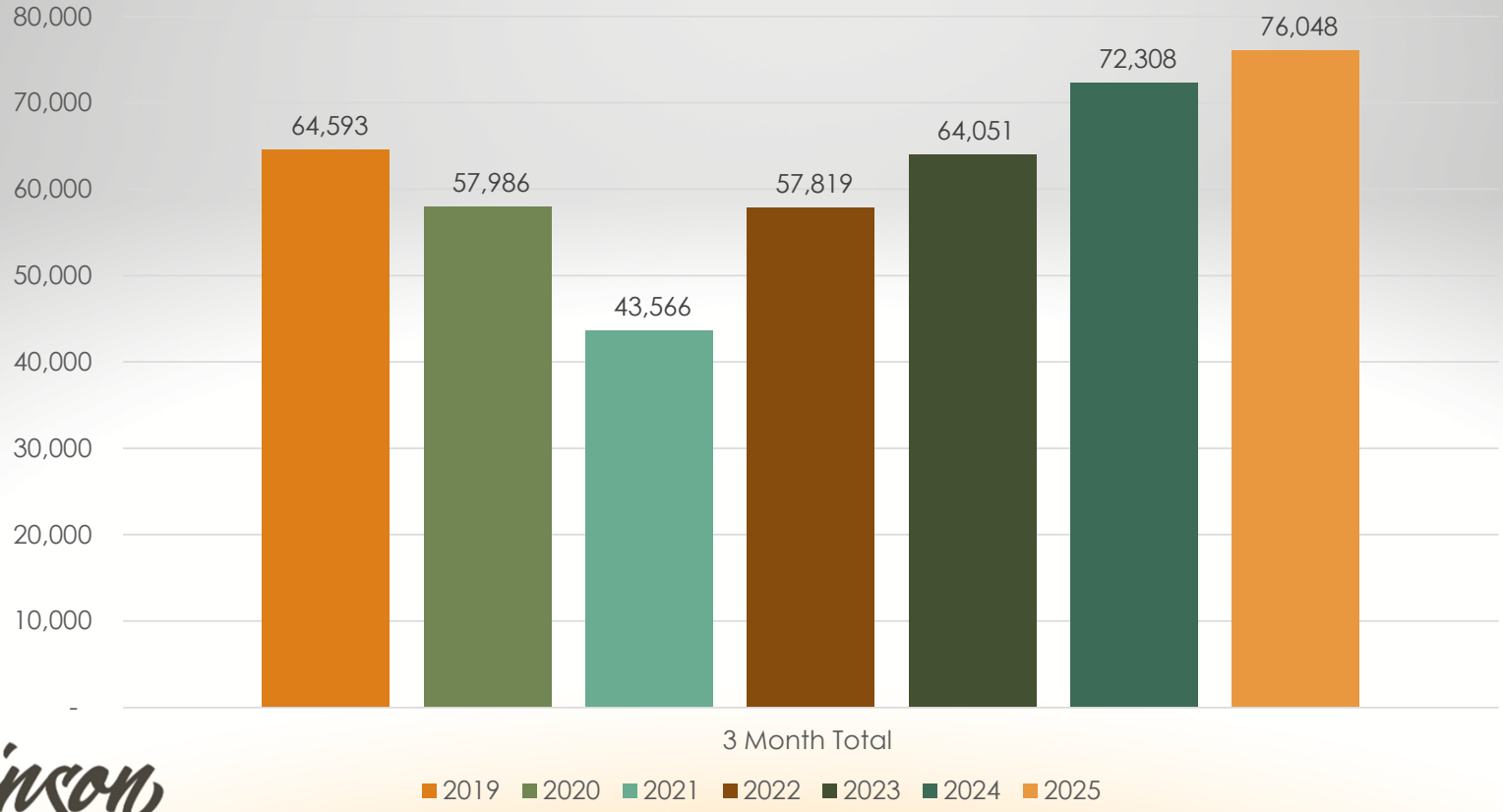
CITY OF Dickinson North Dakota

Occupancy Tax Monthly Breakdown



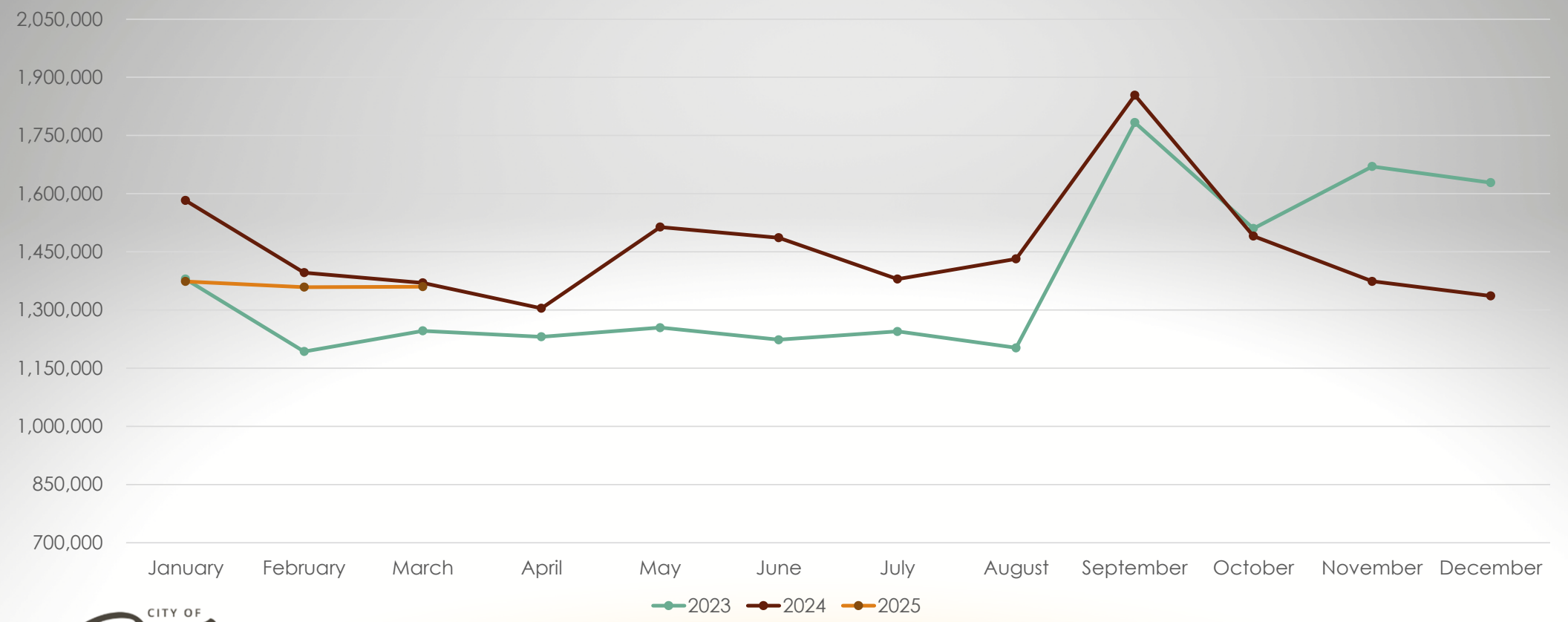
CITY OF Dickinson North Dakota

Occupancy Tax Comparison



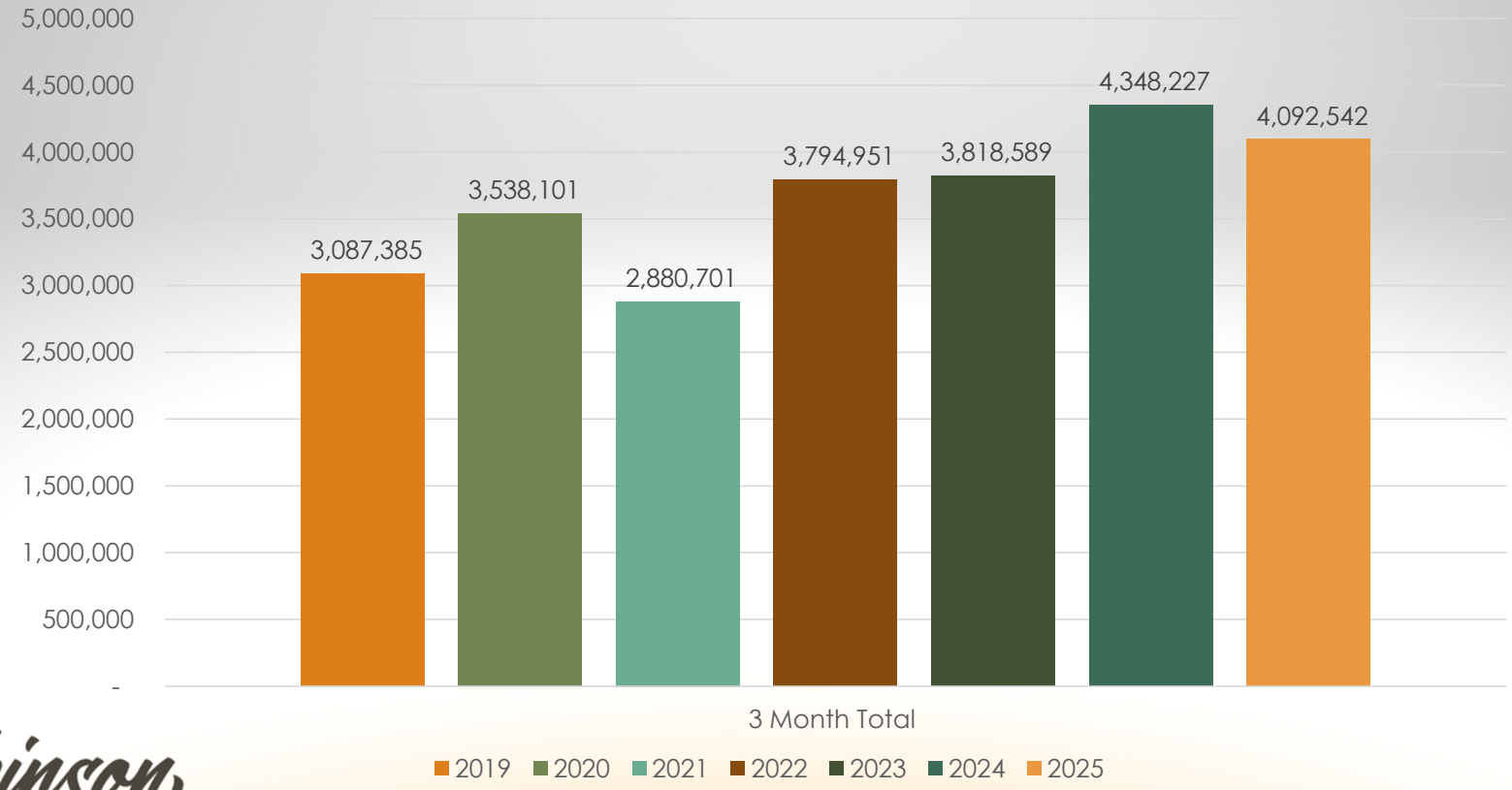
CITY OF Dickinson North Dakota

Oil Impact Revenue Monthly Breakdown



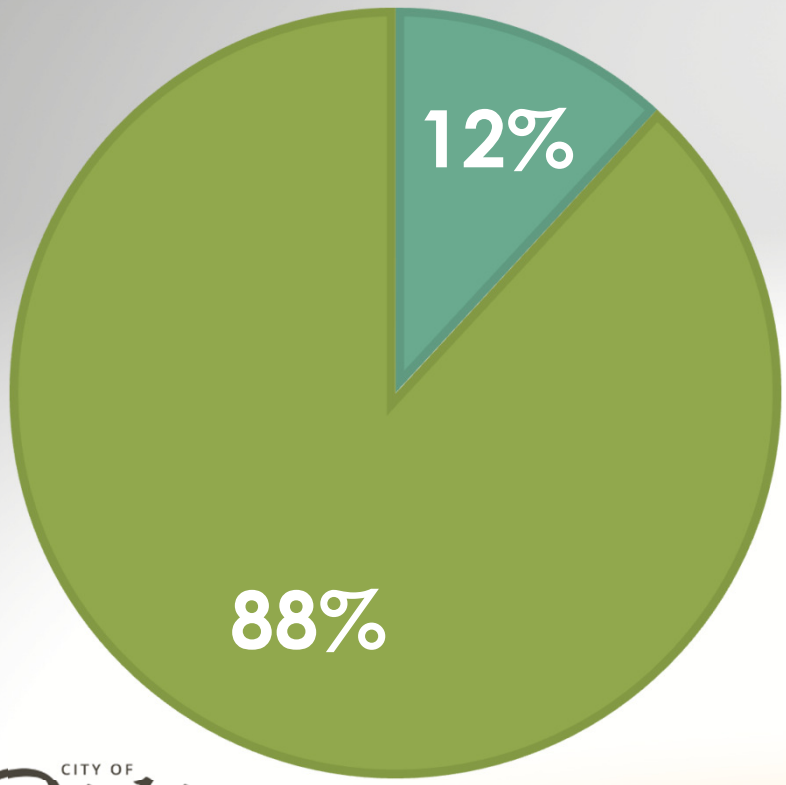
CITY OF Dickinson North Dakota

Oil Impact Comparison

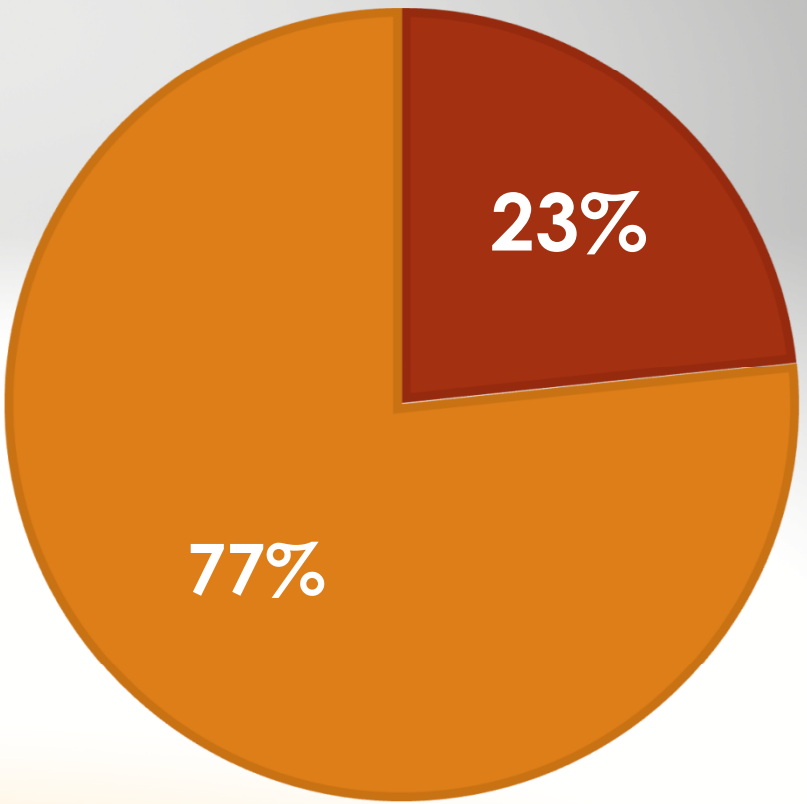


CITY OF Dickinson North Dakota

GENERAL FUND REVENUE

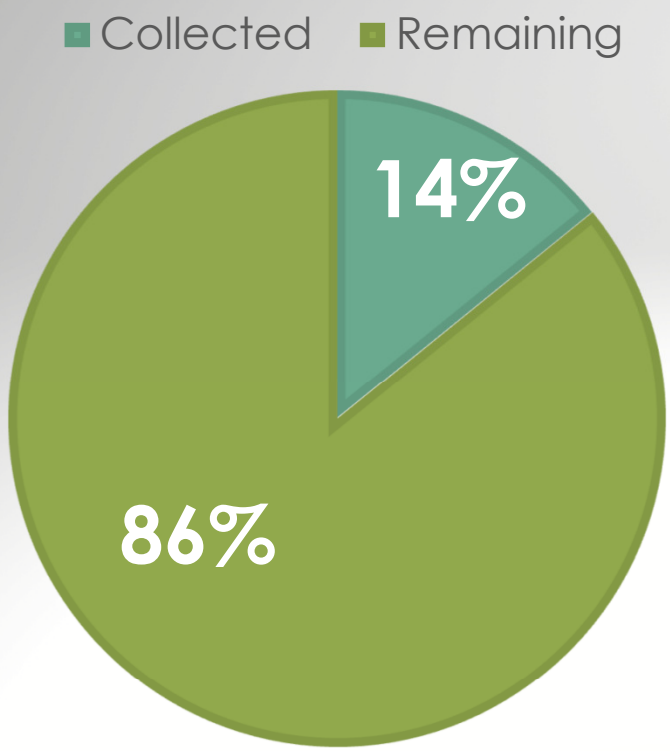


GENERAL FUND EXPENSES

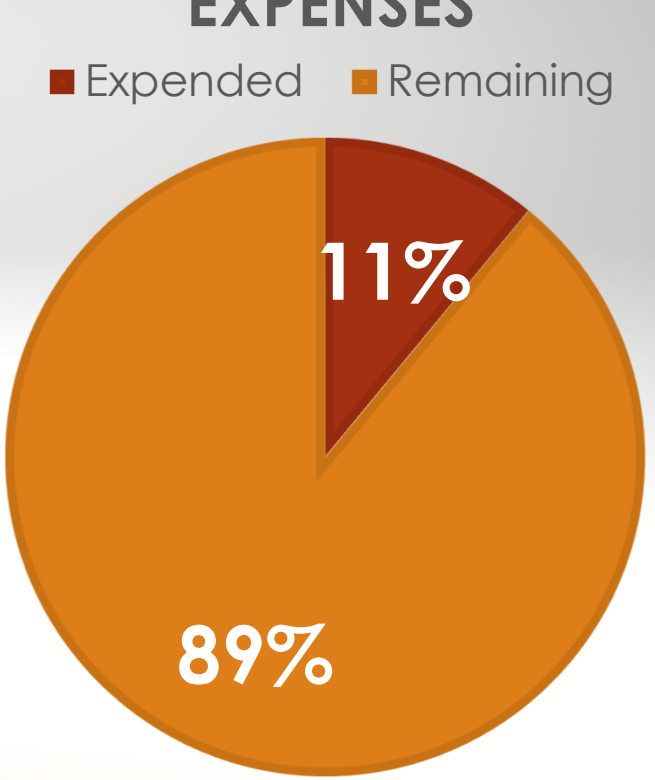


CITY OF Dickinson North Dakota

UTILITY REVENUE



ENTERPRISE FUND EXPENSES



CITY OF Dickinson North Dakota

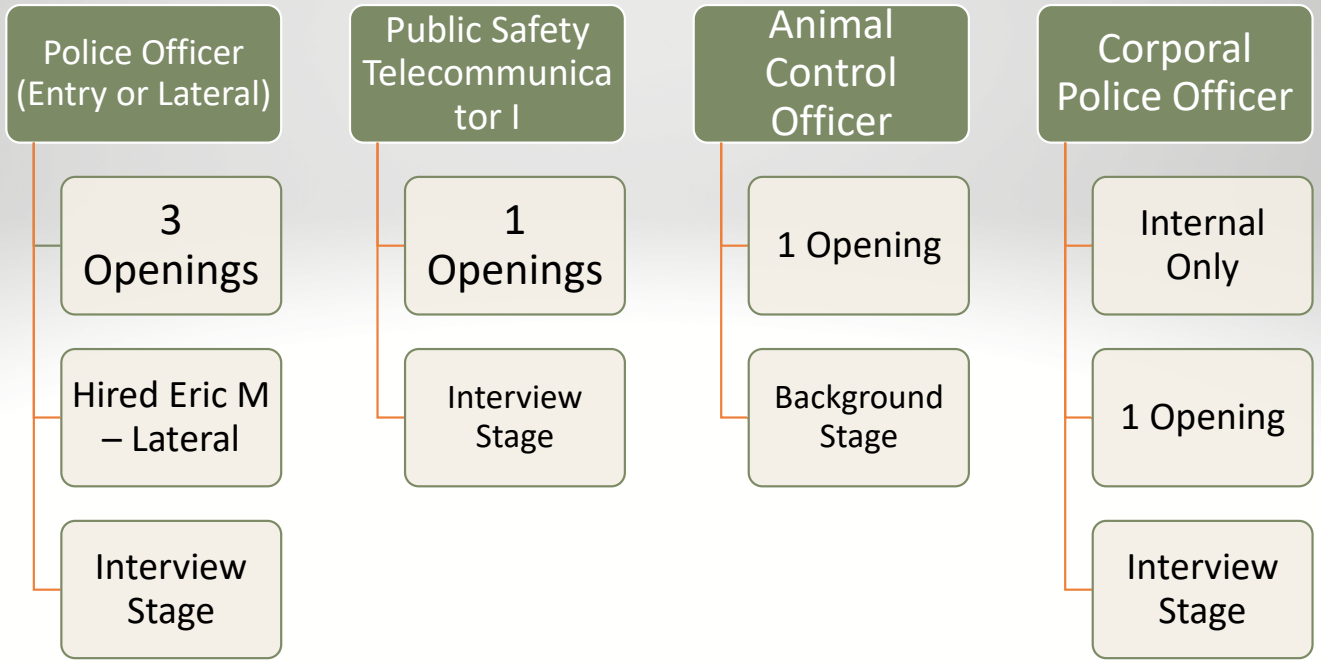
Human Resources

Hiring Journal

Presented by: HR Director

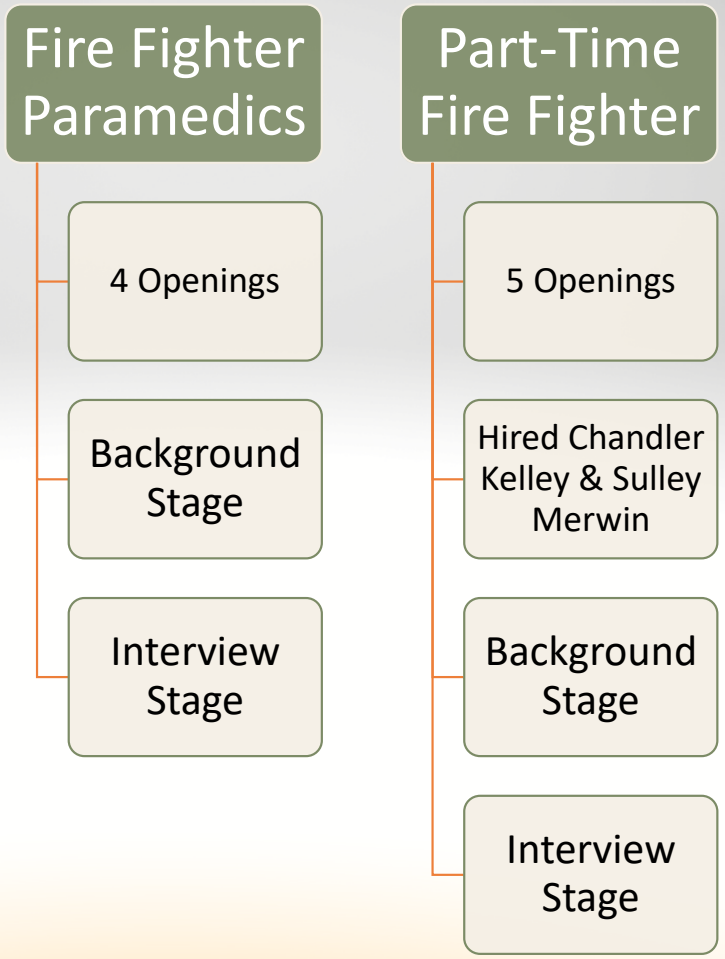
CITY OF Dickinson North Dakota

Police Department



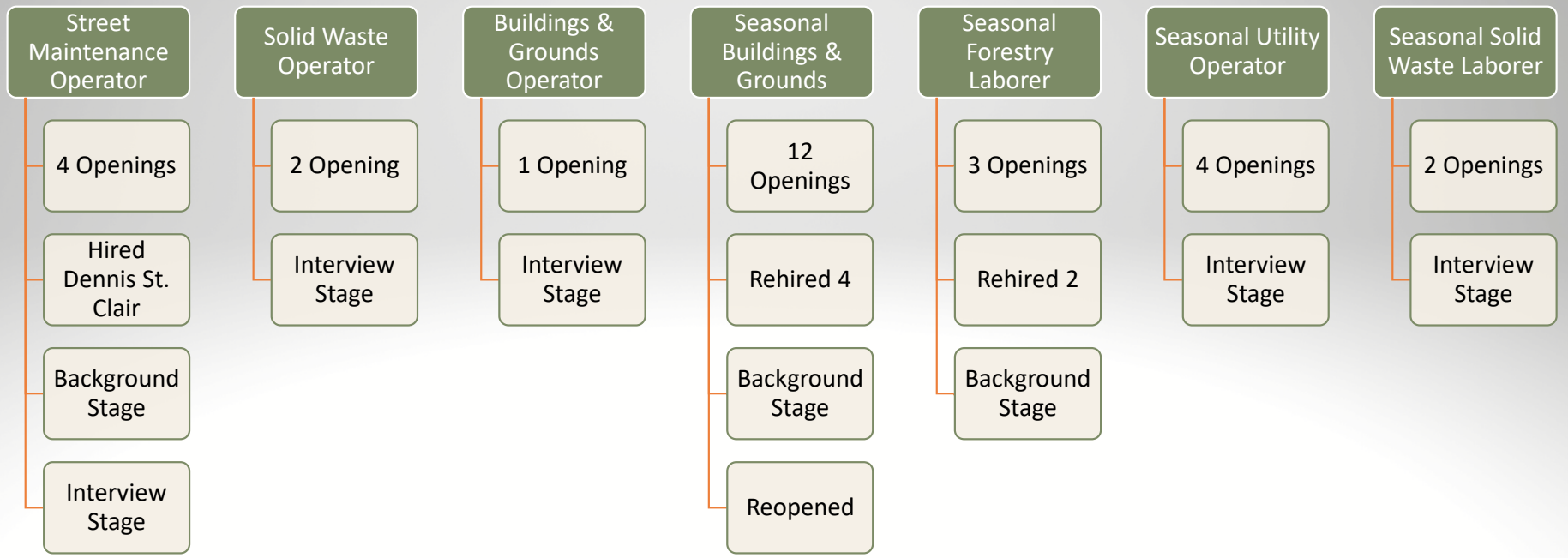
CITY OF Dickinson North Dakota

Fire Department



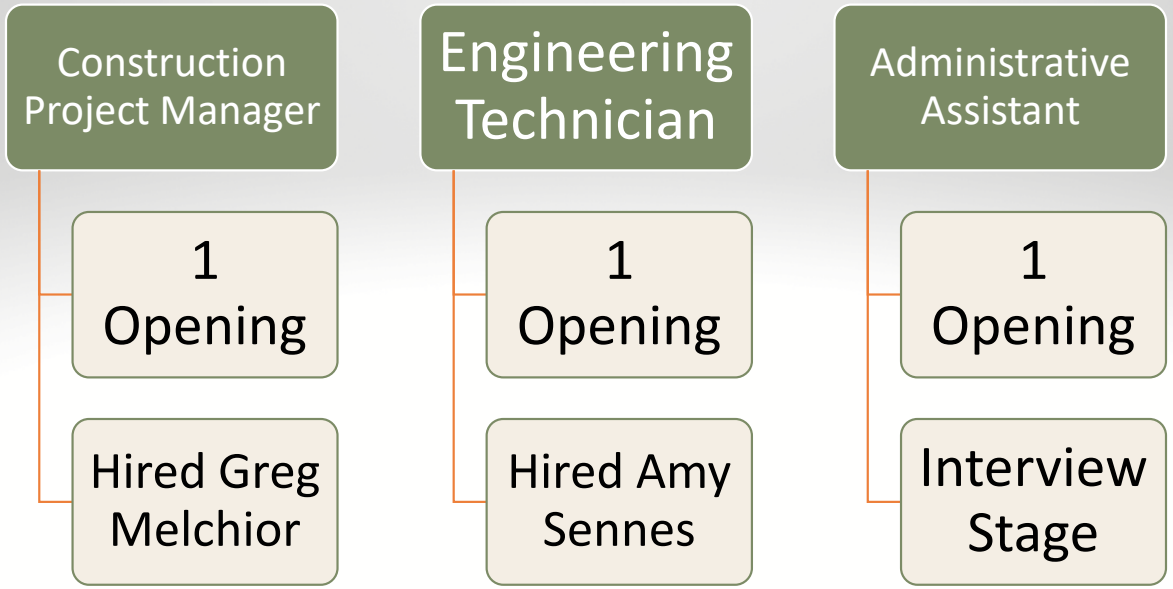
CITY OF Dickinson North Dakota

Public Works



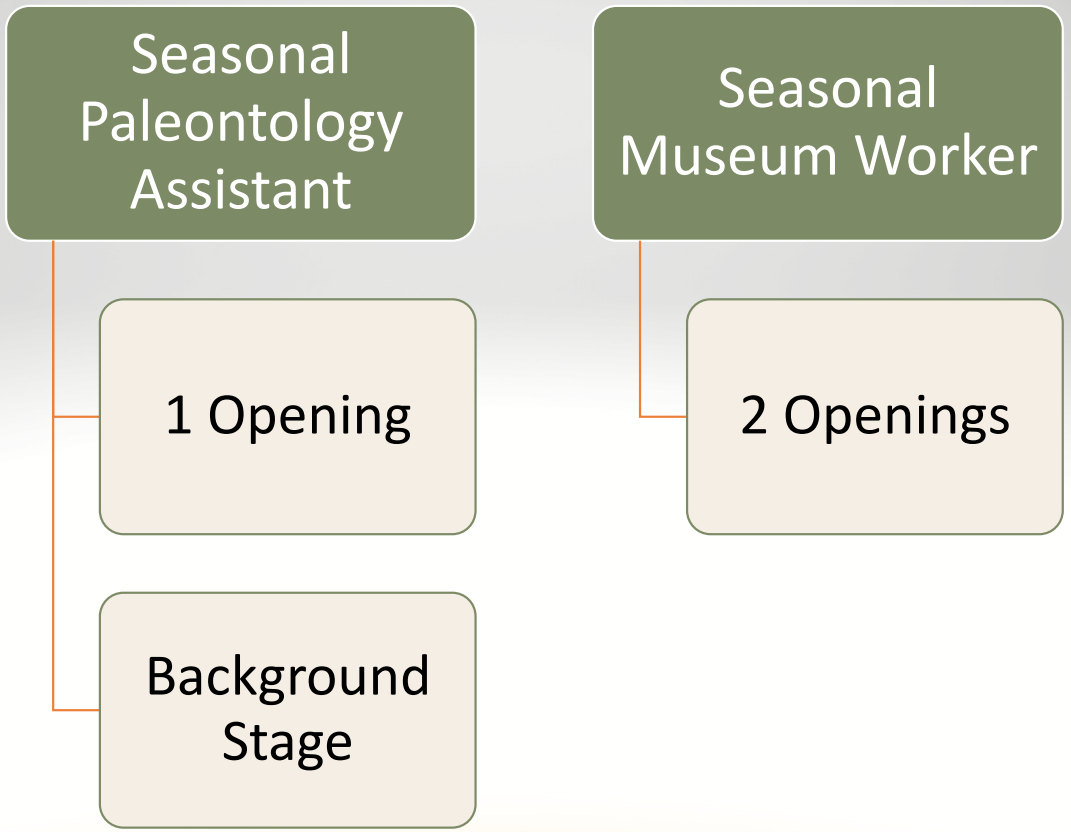
CITY OF Dickinson North Dakota

Community Development/ Engineering & Building and Codes

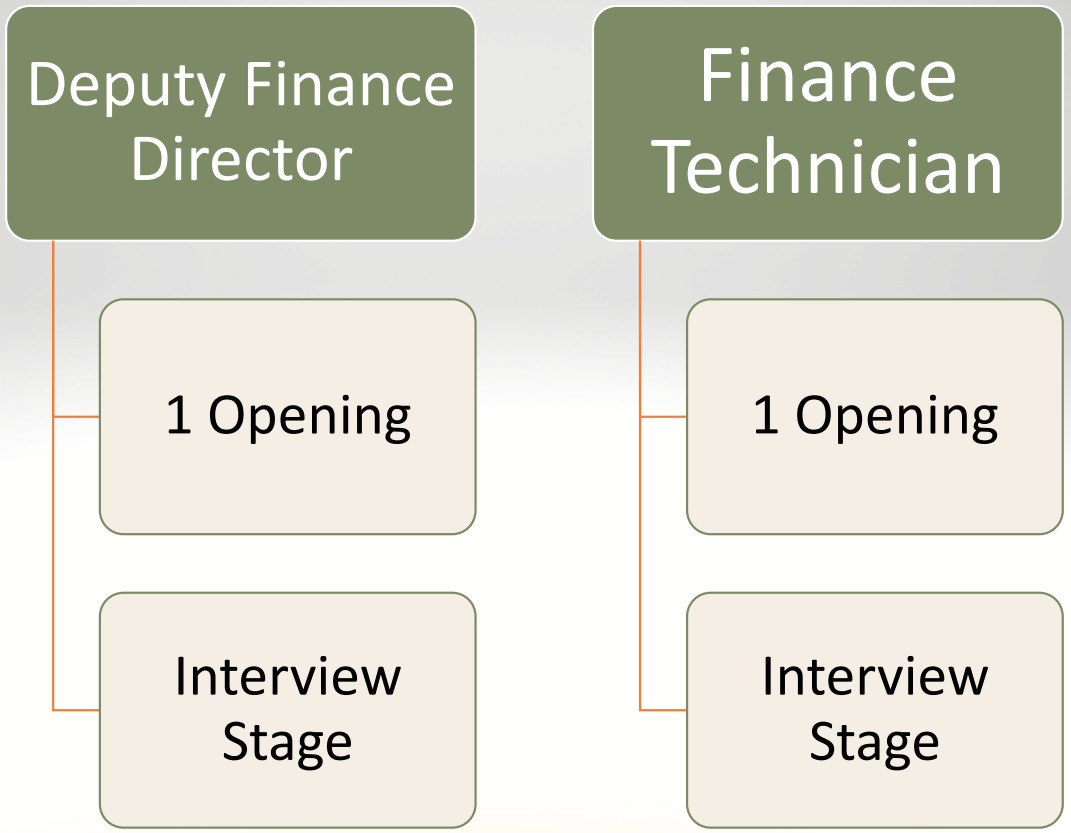


CITY OF Dickinson North Dakota

Museum

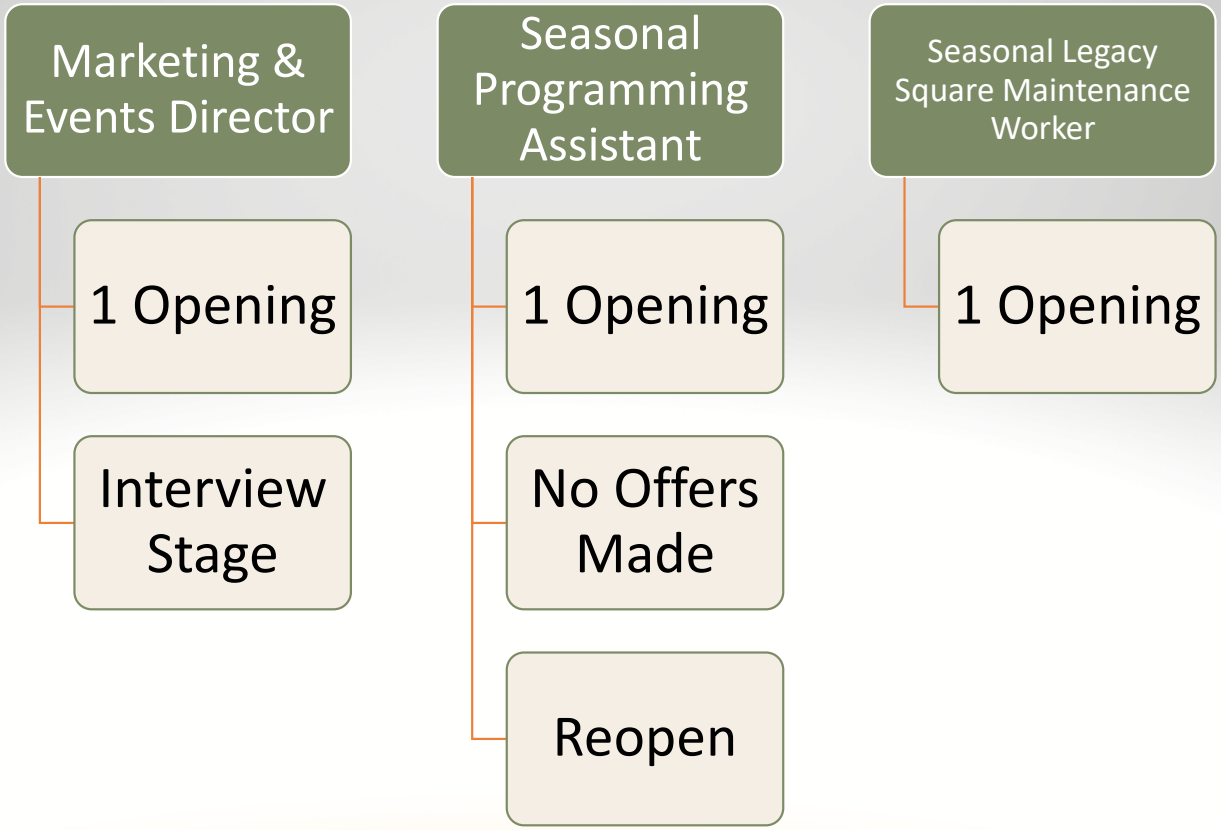

Seasonal Paleontology Assistant
1 Opening
Background Stage
Seasonal Museum Worker
2 Openings

Finance



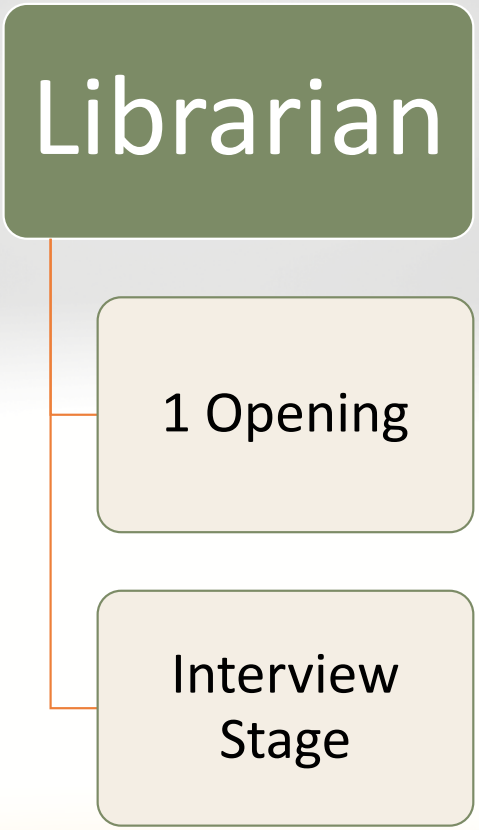
CITY OF Dickinson North Dakota

Legacy Square



CITY OF Dickinson North Dakota

Library



Questions?

CITY OF Dickinson North Dakota

Req #	Hiring Journal - April									Updated on 4/9/2025
	Position	Date opened:	Date closed:	# of days position is/was ope	total applicants:	# of disqualified apps:	# withdrawn apps:	# of interviews:	# of declined offers:	Hired:
433	Police Officer (Lateral or Entry Level)	2/4/2025	Until Filled		19	7	6	6		Hired Eric M (4/21) - Lateral & Interview Stage
445	Corporal Police Officer (INTERNAL ONLY)	3/3/2025	3/13/2025	10	6			6		Interview Stage
444	Public Safety Telecommunicator I	2/25/2025	3/12/2025	15	21	6	3	12		Interview Stage
447	Animal Control Officer	3/7/2025	3/17/2025	10	13	1	4	8	0	Background Stage
432	Seasonal Utility Laborer (4 Openings)	3/4/2025	Until Filled		14	2	5	7		Interview Stage
347	Museum Center Volunteer - GENERAL	1/29/2024	Until Filled		2					
346	Museum Center Volunteer - HISTORY	1/29/2024	Until Filled		4		1	1		
360	Museum Center Volunteer - Paleo Collections	3/20/2024	Until Filled		13	1		2		
429	Seasonal Paleontology Assistant	1/13/2025	2/10/2025	28	45	3	0	10	0	Background Stage
459	Seasonal Museum Worker (2 Openings)	4/3/2025	4/25/2025	22	1					
430	Fire Fighter/Paramedic (4 Openings)	1/22/2025	Until Filled		4	3		2		1 in background, 2 in interview
439	Part-Time Fire Fighter (5 Openings)	2/10/2025	Until Filled		4	0	0	4		Hired Chandler Kelly & Sulley Merwin, 1 in background and 2 in interview
437	Construction Project Manager	2/11/2025	2/25/2025	14	4	2	0	2	0	Hired Greg Melchior (3/31)
448	Engineering Technician	3/7/2025	3/12/2025	5	2	0	0	2		Hired Amy Sennes (4/7)
461	Administrative Assistant	4/1/2025	4/6/2025	5	6	2		4		Interview Stage
455	Street Maintenance Operator (4 Openings)	3/19/2025	Until Filled		10	1	2	6		Hired Dennis St. Clair (4/14), interview stage
446	Deputy Finance Director	3/7/2025	4/6/2025	30	6					Interview Stage
449	Finance Technician	3/11/2025	3/25/2025	14	25	16	5	4		Interview Stage
451	Marketing & Events Director	3/13/2025	3/27/2025	14	14	9	0	5		Interview Stage
450	Seasonal Programming Assistant	3/11/2025	Until Filled		3			3		No Offers Made - Reopened
457	Seasonal Legacy Square Maintenance Worker	3/21/2025	4/18/2025	28	1					
438	Seasonal Building & Grounds (12 Openings)	3/4/2025	Until Filled		18	4	5	9		Rehired: Kendra Burk, Aidan Cline, James Dusharm, Cale Gundlach 3 in Background - Reopened
440	Seasonal Forestry Laborer (3 Openings)	3/4/2025	Until Filled		18	3	9	6		Rehired: Riley Cline & Leon Larson 1 in background
454	Buildings & Grounds Operator (2 Openings)	3/19/2025	4/2/2025		5					Interview Stage
443	Solid Waste Operator	2/18/2025	3/4/2025	14	8	0	3	5	1	Offer Declined - Reopened
458	Solid Waste Operator (2 Openings)	3/25/2025	4/8/2025	14	7					Interview Stage
441	Seasonal Solid Waste Laborer (2 Openings)	3/4/2025	Until Filled		5	2		3		Interview Stage
460	Librarian - Interlibrary and Loan Services	3/28/2025	4/4/2025	7	8					Interview Stage

CITY OF Dickinson North Dakota | PUBLIC WORKS

April 15, 2025

RE: South Heart Reuse Water Contracts

These contracts allow the continued sale of reuse water to the City of South Heart. The "Irrigation Contract" provides for a 3-year term and sales at a rate of $1.60 per thousand gallons to be used for irrigation at the Pheasant Country Golf Course. The "Resale Contract" provides for a 1-year term and sales at a rate of $6.75 per thousand gallons to be drawn from their irrigation water supply and sold to a third party as frack water.

The "Resale Contract" was initially approved as an amendment to the South Heart Reuse Water Contract last year. By creating a separate contract specifically for this purpose, we are able to ensure that the supply of irrigation water to South Heart remains uninterrupted if there are any disruptions to resale.

These contracts have been reviewed by Attorney Wenko; staff recommends approval.

Thank you,

Jacob Waldo
Deputy Public Works Director

Reuse Water Resale Contract

The parties to this contract are the City of South Heart, 103 6th St. NW, South Heart, ND 58655 hereinafter referred to as ("South Heart"), and the City of Dickinson, 38 1st St. West, Dickinson, ND, 58601, a political subdivision of the State of North Dakota and a municipal corporation under North Dakota law ("Dickinson").

1. Background

1.1. Approximately 10 miles west of Dickinson, South Heart owns and operates a golf course located in the City of South Heart ("the Facility").

1.2. Dickinson operates a Water Reclamation Facility ("WRF"), which can provide reuse water to the Facility to be resold for fracking purposes.

1.3. When available and upon request, South Heart may designate a portion of the flow agreed upon in the “Reuse Water Supply Contract dated _____ to be sold to a third party for fracking purposes.

1.4. All the terms and conditions as identified in the Reuse Water Supply Contract dated _____ are herein incorporated by reference.

1.5. This Contract shall apply to the conditions, restrictions and requirements that pertain to South Heart’s ability to designate a portion of the flow as allocated in the Reuse Water Supply Contract dated _____.

2. Reports and Consultation

2.1 During construction of the Pond Pipeline and Custody Transfer Point, South Heart shall give Dickinson progress reports on a monthly basis. These reports must generally summarize work done to date, describe any significant delays encountered, and express an opinion whether the expected completion date will be met. If requested by either party, the parties shall meet to discuss construction- related issues.

2.2 South Heart shall provide a report each month to Dickinson by the 15th day of the month that includes the dates fracking occurred, the amount of water used, and the total flow used during the prior month.

3. Pipeline Ownership

South Heart owns the Pond Pipeline and the SH Pipeline and is responsible for its control, operation, and maintenance. South Heart shall promptly repair any leak or malfunction in the Pond Pipeline and the SH Pipeline. South Heart shall indemnify and protect Dickinson from any liability for losses or damages arising out of South Heart's failure to properly construct, maintain or repair the Pond Pipeline and the SH Pipeline. Dickinson may interrupt pipeline service for maintenance work on the any of the pipelines referenced under this Contract. Routine maintenance that is likely to disrupt Pipeline access for more than twelve hours may be undertaken only if Dickinson gives South Heart notice at least 72 hours before the disruption and states in the notice how long the disruption is expected to last. Or in the case of maintenance performed by South Heart notice shall be provided 48 hours before disruption. Notice is not required for unexpected disruptions, but Dickinson shall keep South Heart informed about its plans to address the disruption and the progress in ending it.

4. Water Delivery and Water Charges

4.1 South Heart enters this contract to sell a portion of its provided reuse water to a third party as fracking water. It is expressly understood between the parties that Dickinson does not and cannot guarantee that reuse water will always be available to South Heart. Dickinson may interrupt delivery for maintenance work on the treatment plant, the booster station, pipeline conveyance system, or elsewhere in its municipal water system. Dickinson in its discretion may interrupt delivery of reuse water, with notice to South Heart as listed in paragraph 5 of this Contract. Notice is not required for unexpected disruptions, but Dickinson shall keep South Heart informed about its plans to address the disruption and the progress in ending it. Any estimate of disruption time given to South Heart as a courtesy, and Dickinson is in no way obligated to return to service by such estimated time. This agreement does not obligate Dickinson to an exclusive operation with South Heart.

4.2 South Heart shall pay to Dickinson a total of $6.75 per 1,000 gallons of reuse water sold by South Heart to a third party for fracking purposes. The point-of-sale meter reading provided to Dickinson by South Heart will be considered the primary meter for the purpose of invoicing this use, the full consumption reported on Dickinson’s meter shall be billed at the agreed upon irrigation rate of $1.60 per 1,000 gallons, the full consumption reported on South Heart’s meter will be billed at a rate of $5.15 per 1,000 gallons to reach the agreed upon rate of $6.75 per 1,000 gallons. Dickinson will include this amount on the invoice sent to South Heart monthly for reuse water delivered to South Heart, which South Heart shall promptly pay no later than 30 days after receipt of invoice.

5. Water Quality

The quality of the water Dickinson delivers from the treatment plant into the Pipeline must not exceed the standard set forth in the "Reuse Water Supply Contract dated _____, 2025.

6. Pipeline Operation Access

South Heart shall cooperate with Dickinson and provide Dickinson access it requires for the inspection of the SH Pipeline and Pond Pipeline and associated facilities.

7. Pipeline Operation - Tying into the Pipeline and Signage

South Heart shall not allow additional tie-ins to the WRF Pipeline or the SH Pipeline. All sales of reuse water from South Heart's irrigation pond must be reported to Dickinson. South Heart shall be responsible for ensuring that the Facility properly adheres to the signage requirements set forth by the Department of Environmental Quality. The permit states: Whenever possible, irrigation shall take place during hours when the public does not have access to the area being irrigated. If the public has constant access to an area, signs must be posted in visible areas during irrigation and for two hours after irrigation is completed. The signs must advise people that the water could pose a health concern and to avoid the irrigated area.

South Heart shall limit contact with any reuse water and the public whenever possible. Where frequent contact is likely, South Heart shall provide a higher level of disinfection such as achieving E Coli counts less than 14 colonies per 100 mL. South Heart agrees to avoid application within one hundred feet of areas which have unlimited access (i.e., yards) or within three hundred feet of potable water supply wells.

8. Pipeline Operation - Meters

8.1 There is an existing flow meter located in the existing manhole at the Custody Transfer Point.

8.2 Dickinson shall own, operate, maintain, and read its flow meter. Dickinson shall calibrate and replace the meter as recommended by the manufacturer, or sooner if required. The cost of calibration and replacement shall be the responsibly of Dickinson.

8.3 Dickinson shall retain meter readings for at least three years. Upon request, Dickinson shall provide South Heart with copies of meter readings.

8.4 If either party questions the accuracy of the meter and the parties are unable to resolve the issue, they shall discuss in good faith a means by which to allow an independent assessment of meter accuracy. The party contesting the accuracy of the meter reading shall pay the assessment costs. Notwithstanding the foregoing, this section is not intended to limit either party's available remedies under law.

8.5 If errors occur in the meter, and actions have been taken based on inaccurate meter readings, the parties shall cooperate to ensure that refunds, additional payments, or other adjustments are made to avoid overpayments, underpayments, and other adverse consequences. The requirements of this section are triggered only if meter errors are greater than two percent.

8.6 If a meter fails to register and barring unusual circumstances or other ability to calculate water use, the amount of water delivered during such period will be deemed the amount delivered in the corresponding period immediately prior to the failure.

8.7 South Heart shall install, or direct to be installed, a meter at the Facility to monitor and record the number of gallons being sold for fracking purposes. In addition, South Heart shall be responsible for providing monthly reports by the 15th of each month to Dickinson identifying the amount of reuse water allocated toward irrigation and for fracking purposes.

8.8 South Heart shall provide to Dickinson access to their meter as requested by Dickinson for purposes of inspection and verification of reading.

9. Duration

The initial term of this Contract is on (1) year, beginning upon execution of this Contract. The parties may renew this Contract for additional terms upon agreement of the parties taking into consideration Dickinson's need to supply other entities.

10. Force Majeure

10.1 If natural disasters, events of nature, public emergencies, acts by public enemies, orders by governmental authorities, or other events beyond the control of a party prevent contract compliance, the duty to comply is suspended. The party owing the duty, however, shall immediately notify the other party of the noncompliance, the reason for it, and what is being done to remedy it.

10.2 Noncompliance under the preceding section is not a contract breach, so long as the party whose duty is suspended acts diligently and good faith to

remedy the problem and resumes compliance as soon as possible.

11. Termination

11.1 This contract may be terminated by mutual consent of both parties executed in writing.

11.2 Dickinson, by written notice to South Heart, may terminate the whole or any part of this contract under any of the following conditions:

11.2.1 If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the sale and supply of the reuse water in the indicated quantities or term set forth herein.

11.2.2 If federal or state laws or rules are modified or interpreted by the responsible regulating agency in a way that the sale and supply of the reuse water is no longer allowed under applicable rules or law.

11.2.3 If any license, permit, or certificate required by law or rule, affecting Dickinson's ability to provide reuse water or South Heart's ability to receive reuse water, or as otherwise required by the terms of this Contract, is for any reason denied, revoked, suspended, or not renewed.

11.2.4 Termination of this Contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

11.3 Either party may terminate this Contract effective upon delivery of written notice to the other party, or any later date stated in the notice:

11.3.1 If one party fails to provide services or payment, or otherwise perform as required by this Contract within the time specified or any extension agreed to by the other and said party has failed to cure or remedy such non-performance within ten (10) days of notice of non-performance by the other party.

11.3.2 If any license, permit, or certificate required by law or rule, affecting Dickinson's ability to sell reuse water or South Heart's ability to buy reuse water, or otherwise required by the terms of this Contract, is for any reason denied, revoked, suspended, or not renewed.

11.3.3 The rights and remedies of either party provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

12. Confidentiality

South Heart shall not use or disclose any information it receives from Dickinson under this Contract that Dickinson has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Contract or as authorized in advance by the City. Dickinson shall not disclose any information it receives from South Heart that South Heart has previously identified as confidential and Dickinson determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota public records law, N.D.C.C. ch. 44-04. The duty of Dickinson and South Heart to maintain confidentiality of information under this section continues beyond the term of this contract.

13. Compliance with Public Records Laws

South Heart understands that, in accordance with this Contract's confidentiality clause, Dickinson must disclose to the public upon request any records it receives from South Heart. South Heart further understands that any records obtained or generated by South Heart under this Contract, except for records that are confidential under this contract, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. South Heart agrees to contact Dickinson promptly upon receiving a request for information under the public records law and to comply with the City's instructions on how to respond to the request.

14. Law and Venue

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

15. Contract Construction

Neither party shall have any provision in this Contract construed against it because it drafted the provision.

16. Independent Contractor

The parties are independent contractors. Neither party may exercise control over either the performance of the other or their employees, and neither party is the agent, employee, or representative of the other.

17. Assignment

This contract and its rights and duties may be assigned or transferred. Its provisions apply to and bind the parties' successors and assigns.

18. No Third-Party Beneficiaries

This Contract is to be construed not to benefit a person or entity not a signatory to it.

19. Notices

19.1 Notices required to be given expressly or implicitly under this Contract must be in writing. They are deemed given if delivered personally or by registered or certified mail, or facsimile, or email return receipt requested.

19.2 Notices to Dickinson must be handed to or addressed to: Administrator, City of Dickinson,38 1st St W, Dickinson, ND 58601. Notices to South Heart must be handed to or addressed to: 103 6th St NW, South Heart, ND, 58655.

19.3 The officials and addresses to which notices must be sent may be revised by giving notice as provided in the preceding two subsections.

20. Severability

If any part of this Contract is held invalid or unenforceable, the remaining parts stay in full force and effect as though the invalid or unenforceable portions were not part of the contract.

21. Amendments

Contract amendments are binding if in a writing signed by both parties.

22. Merger Clause

This Contract contains the entire agreement between the parties. All their agreements, representations, and understandings, oral or written, are in this Contract.

City of Dickinson

Dated: _____2025

By: _____
Scott Decker, President
Dickinson City Commission

ATTEST:

By: _____
Dustin Dassinger
Dickinson City Administrator

City of South Heart

Dated:_____, 2025

By:_____
Brock White, its Mayor
City Council of South Heart

By:_____
Renae Praus
City Auditor

Reuse Water Supply Contract

The parties to this contract are the City of South Heart, 103 6th St. NW, South Heart, ND 58655 hereinafter referred to as ("South Heart"), and the City of Dickinson, 38 1st St. West, Dickinson, ND, 58601, a political subdivision of the State of North Dakota and a municipal corporation under North Dakota law ("Dickinson").

1. Background

1.1. Approximately 10 miles west of Dickinson, South Heart owns and operates a golf course located in the City of South Heart ("the Facility").

1.2. Dickinson operates a Water Reclamation Facility ("WRF"), which can provide reuse water to the Facility as a source of irrigation water.

1.3. When available, Dickinson will supply reuse water to South Heart to operate the Facility pursuant to the terms of this Agreement. This Agreement replaces the prior Reuse Water Supply Contract dated _____.

2. Project Location and Description

2.1. The Facility is located at 103 Pheasant Drive, South Heart, ND 58655.

2.2. Dickinson's WRF has a sixteen (16) inch pipeline ("WRF Pipeline") that terminates near the intersection of Hwy 1O and 116th Ave SW.

2.3. The City of South Heart has an eight (8) inch pipeline ("SH Pipeline") that terminates at the existing sanitary manhole, which was South Heart's sanitary sewer custody transfer point and extends to South Heart's lagoon system.

2.4. South Heart has connected the WRF Pipeline to the existing sanitary manhole custody transfer point, which shall be referred to as the Custody Transfer Point.

2.5. South Heart has constructed an eight (8) inch pipeline ("the Pond Pipeline") from South Heart's lagoon to the Facility's irrigation pond.

2.6. The Pond Pipeline is an eight (8) inch, PVC American Water Works Association C905 DR 25, Class 165 pipeline.

2.7. Exhibit 1 to this Contract depicts the WRF Pipeline, SH Pipeline, and the Pond Pipeline's location as well as the Custody Transfer Point.

2.8. Custody Transfer Point

2.8.1. Dickinson shall oversee the construction of the connection of the WRF Pipeline to the existing Sanitary Sewer Custody Point.

2.8.2. Should Dickinson desire to transport water from the Custody Transfer Point, that is, in addition to the water provided to the Facility to points and to users other than the Facility, it will have the opportunity to do so by connecting additional municipal facilities at the Custody Transfer Point. South Heart shall not interfere or deny access at the Custody Transfer Point to other Dickinson water customers.

2.8.3. The current location of the Custody Transfer Point is depicted on Exhibit 1, which is attached to and made a part of this Contract. There is an existing flow meter and SCADA controls located at the Custody Transfer Point. This meter will become the agreed upon measuring device for water sales between Dickinson and South Heart.

2.8.4. The flow meter and SCADA controls will be the responsibility of Dickinson.

2.8.5. SH Pipeline and Pond Pipeline and maintenance costs west of the Custody Transfer Point are the responsibility of and will be paid for by South Heart.

2.8.6. Maintenance costs of the WRF Pipeline north of Dakota Prairie Refinery's connection point to the Custody Transfer Point are the responsibility of and will be paid for by Dickinson. Maintenance costs from the booster station to Dakota Prairie Refinery is the responsibility of Dakota Prairie Refinery as outlined in the Industrial Water Supply Contract dated September 9, 2013.

2.9. Priority Water Rights

2.9.1. Dickinson has a finite amount of reuse water it can produce and that it can pump through a pipeline system that currently terminates at a point near the Custody Transfer Point. This section sets forth the water rights and priority of those rights between the parties.

2.9.2. Water rights in this Contract are specified as gpm (gallons per minute) or gpd (gallons per day).

2.9.3. Dickinson has a contract with Dakota Prairie Refinery (DPR) located upstream (south) of the Custody Transfer Point for water supply. DPR has first priority up to 750 gpm of reuse water produced by Dickinson.

2.9.4. Dickinson has a contract with Meridian Energy Group, Inc. for the next 300 gpm of reuse water produced by Dickinson. Pursuant to the Contract with Meridian Energy Group, Inc., Dickinson has the right to sell to other

customers any remaining capacity of reuse water as Dickinson's third priority right.

2.9.5. When available, as determined through Dickinson's sole and absolute discretion, Dickinson agrees to sell to South Heart the next 275 gpm of reuse water produced by Dickinson.

2.9.6. South Heart acknowledges that the right to purchase reuse water from Dickinson is inferior to the Primary Water Rights of DPR and the Primary Water Rights of Meridian or any other primary water user requesting a permanent source of reuse water.

2.9.7. Dickinson represents that it currently has the capacity to fulfill South Heart's intended water usage under this Contract. Any interruption in flow upstream of the Custody Transfer Point will be corrected by Dickinson or it's designee as soon as possible. Dickinson shall provide notice to South Heart as soon as any interruption is known by Dickinson. Any unintended flow downstream of the Custody Transfer Point, in excess of South Heart's usage as set forth in this Contract must be corrected by South Heart as soon as possible. South Heart shall provide notice to Dickinson as soon as any interruption is known by South Heart.

3. Pipeline Construction

3.1 South Heart shall not alter the design of the SH Pipeline or the Pond Pipeline as currently installed and constructed.

3.2 Dickinson is not responsible and will in no way be held liable, for any claim resulting from the construction, operation or maintenance of the Pond Pipeline constructed by South Heart.

4. Reports and Consultation

South Heart shall provide a report each month to Dickinson by the 15th day of the month that includes the dates irrigation occurred, the amount of water used, and the total flow used during the prior month.

5. Pipeline Ownership

South Heart owns the Pond Pipeline and the SH Pipeline and is responsible for its control, operation, and maintenance. South Heart shall promptly repair any leak or malfunction in the Pond Pipeline and the SH Pipeline. South Heart shall indemnify and protect Dickinson from any liability for losses or damages arising out of South Heart's failure to properly construct, maintain or repair the Pond Pipeline and the SH Pipeline. Dickinson may interrupt pipeline service for maintenance work on the any of the pipelines referenced under this Contract. Routine maintenance that is likely to disrupt

Pipeline access for more than twelve hours may be undertaken only if Dickinson gives South Heart notice at least 72 hours before the disruption and states in the notice how long the disruption is expected to last. Or in the case of maintenance performed by South Heart notice shall be provided 48 hours before disruption. Notice is not required for unexpected disruptions, but Dickinson shall keep South Heart informed about its plans to address the disruption and the progress in ending it.

6. Water Delivery and Water Charges

6.1 South Heart enters this contract to obtain a source of reuse water for its Facility with flows up to 275 gpm under normal circumstances. It is expressly understood between the parties that Dickinson does not and cannot guarantee that reuse water will always be available to South Heart. Dickinson may interrupt delivery for maintenance work on the treatment plant, the booster station, pipeline conveyance system, or elsewhere in its municipal water system. Dickinson in its discretion may interrupt delivery of reuse water, with notice to South Heart as listed in paragraph 5 of this Contract. Notice is not required for unexpected disruptions, but Dickinson shall keep South Heart informed about its plans to address the disruption and the progress in ending it. Any estimate of disruption time is given to South Heart as a courtesy, and Dickinson is in no way obligated to return to service by such estimated time. This agreement does not obligate Dickinson to an exclusive operation with South Heart.

6.2 South Heart shall pay to Dickinson $1.60 for every 1,000 gallons of reuse water delivered to South Heart for irrigation purposes. Dickinson will invoice South Heart monthly for reuse water delivered to South Heart, which South Heart shall promptly pay no later than 30 days after receipt of invoice.

7. Water Quality

7.1 The quality of the water Dickinson delivers from the treatment plant into the Pipeline must not exceed the following standards:

Parameter	Value
BODS - 30-d average	10 mg/l
BODS - 7-d average	25 mg/l
Total suspended solids - 30-d average	10 mg/l
Total suspended solids - 7-d average	30 mg/l
NH3-N - summer 30-d average	2.26 mg/l
NH3-N - summer daily maximum	3.10 mg/l
NH3-N - winter 30-d average	2.82 mg/l
NH3-N - winter daily maximum	4.41 mg/l
E. coli - 30-d average	126 colonies/100 ml
E. coli - daily maximum	406 colonies/100 ml

pH - 30-d average	6 to 9 SU

7.2 Dickinson shall conduct water quality tests weekly to ensure compliance with these standards. If a significant violation of a standard occurs, Dickinson shall promptly notify South Heart. Dickinson shall retain the test results for at least three years. All records related to these tests are available to South Heart upon request. Dickinson shall provide South Heart with monthly water quality reports upon request.

7.3 Reuse water used for irrigation shall be applied at a rate which would allow complete infiltration and not result in ponding or runoff from the irrigated area. Any runoff or ponding that occurs must immediately be reported to Dickinson and will be required to be monitored at a higher frequency.

8. Pipeline Operation - Access

South Heart shall cooperate with Dickinson and provide Dickinson access it requires for the inspection of the SH Pipeline and Pond Pipeline and associated facilities.

9. Pipeline Operation - Tying into the Pipeline and Signage

South Heart shall not allow additional tie-ins to the WRF Pipeline or the SH Pipeline. All sales of reuse water from South Heart's irrigation pond must be reported to Dickinson. South Heart shall be responsible for ensuring that the Facility properly adheres to the signage requirements set forth by the Department of Environmental Quality. The permit states: Whenever possible, irrigation shall take place during hours when the public does not have access to the area being irrigated. If the public has constant access to an area, signs must be posted in visible areas during irrigation and for two hours after irrigation is completed. The signs must advise people that the water could pose a health concern and to avoid the irrigated area.

South Heart shall limit contact with any reuse water and the public whenever possible. Where frequent contact is likely, South Heart shall provide a higher level of disinfection such as achieving E Coli counts less than 14 colonies per 100 mL.

South Heart agrees to avoid application within one hundred feet of areas which have unlimited access (i.e., yards) or within three hundred feet of potable water supply wells.

10. Pipeline Operation - Meters

10.1 There is an existing flow meter located in the existing manhole at the Custody Transfer Point.

10.2 Dickinson shall own, operate, maintain, and read its flow meter. Dickinson shall calibrate and replace the meter as recommended by the manufacturer, or sooner if required. The cost of calibration and replacement shall be the responsibly of Dickinson.

10.3 Dickinson shall retain meter readings for at least three years. Upon request, Dickinson shall provide South Heart with copies of meter readings.

10.4 If either party questions the accuracy of the meter and the parties are unable to resolve the issue, they shall discuss in good faith a means by which to allow an independent assessment of meter accuracy. The party contesting the accuracy of the meter reading shall pay the assessment costs. Notwithstanding the foregoing, this section is not intended to limit either party's available remedies under law.

10.5 If errors occur in the meter, and actions have been taken based on inaccurate meter readings, the parties shall cooperate to ensure that refunds, additional payments, or other adjustments are made to avoid overpayments, underpayments, and other adverse consequences. The requirements of this section are triggered only if meter errors are greater than two percent.

10.6 If a meter fails to register and barring unusual circumstances or other ability to calculate water use, the amount of water delivered during such period will be deemed the amount delivered in the corresponding period immediately prior to the failure.

11. Duration

The initial term of this Contract is three (3) years, beginning upon execution of this Contract. The parties may renew this Contract for additional terms upon mutual agreement of the parties taking into consideration Dickinson's need to supply other entities. Should the parties agree to mutually renew the Contract, then the parties shall negotiate new water rates based upon the prevailing market rate at the time of the renewal.

12. Force Majeure

12.1 If natural disasters, events of nature, public emergencies, acts by public enemies, orders by governmental authorities, or other events beyond the control of a party prevent contract compliance, the duty to comply is suspended. The party owing the duty, however, shall immediately notify the other party of the noncompliance, the reason for it, and what is being done to remedy it.

12.2 Noncompliance under the preceding section is not a contract breach, so long as the party whose duty is suspended acts diligently and good faith to remedy the problem and resumes compliance as soon as possible.

13. Termination

13.1 This contract may be terminated by mutual consent of both parties executed in

writing.

13.2 Dickinson, by written notice to South Heart, may terminate the whole or any part of this contract under any of the following conditions:

1. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the sale and supply of the reuse water in the indicated quantities or term set forth herein.

2. If federal or state laws or rules are modified or interpreted by the responsible regulating agency in a way that the sale and supply of the reuse water is no longer allowed under applicable rules or law.

3. If any license, permit, or certificate required by law or rule, affecting Dickinson's ability to provide reuse water or South Heart's ability to receive reuse water, or as otherwise required by the terms of this Contract, is for any reason denied, revoked, suspended, or not renewed.

4. Termination of this Contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

13.3 Either party may terminate this Contract effective upon delivery of written notice to the other party, or any later date stated in the notice:

1. If one party fails to provide services or payment, or otherwise perform as required by this Contract within the time specified or any extension agreed to by the other and said party has failed to cure or remedy such non-performance within ten (10) days of notice of non-performance by the other party.

2. If any license, permit, or certificate required by law or rule, affecting Dickinson's ability to sell reuse water or South Heart's ability to buy reuse water, or otherwise required by the terms of this Contract, is for any reason denied, revoked, suspended, or not renewed.

3. The rights and remedies of either party provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

14. Confidentiality

South Heart shall not use or disclose any information it receives from Dickinson under this Contract that Dickinson has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Contract or as authorized in advance by the City. Dickinson shall not disclose any information it receives from South Heart that South Heart

has previously identified as confidential and Dickinson determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota public records law, N.D.C.C. ch. 44-04. The duty of Dickinson and South Heart to maintain confidentiality of information under this section continues beyond the term of this contract.

15. Compliance with Public Records Laws

South Heart understands that, in accordance with this Contract's confidentiality clause, Dickinson must disclose to the public upon request any records it receives from South Heart. South Heart further understands that any records obtained or generated by South Heart under this Contract, except for records that are confidential under this contract, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. South Heart agrees to contact Dickinson promptly upon receiving a request for information under the public records law and to comply with the City's instructions on how to respond to the request.

16. Law and Venue

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

17. Contract Construction

Neither party shall have any provision in this Contract construed against it because it drafted the provision.

18. Independent Contractor

The parties are independent contractors. Neither party may exercise control over either the performance of the other or their employees, and neither party is the agent, employee, or representative of the other.

19. Assignment

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20. No Third-Party Beneficiaries

This Contract is to be construed not to benefit a person or entity not a signatory

to it.

21. Notices

21.1 Notices required to be given expressly or implicitly under this Contract must be in writing. They are deemed given if delivered personally or by registered or certified mail, or facsimile, or email return receipt requested.

21.2 Notices to Dickinson must be handed to or addressed to: Administrator, City of Dickinson,38 1st St W, Dickinson, ND 58601. Notices to South Heart must be handed to or addressed to: 103 6th St NW, South Heart, ND, 58655.

21.3 The officials and addresses to which notices must be sent may be revised by giving notice as provided in the preceding two subsections.

22. Severability

If any part of this Contract is held invalid or unenforceable, the remaining parts stay in full force and effect as though the invalid or unenforceable portions were not part of the contract.

23. Amendments

Contract amendments are binding if in a writing signed by both parties.

24. Merger Clause

This Contract contains the entire agreement between the parties. All their agreements, representations, and understandings, oral or written, are in this Contract.

[The remainder of this page is left intentionally blank. Signatures on the following page]

City of Dickinson

Dated: _____, 2025

By: _____
Scott Decker, President
Dickinson City Commission

ATTEST:

By: _____
Dustin Dassinger
Dickinson City Administrator

City of South Heart

Dated:_____,2025

By:_____
Brock White, its Mayor
City Council of South Heart

By:_____
Renae Praus
City Auditor

CITY OF Dickinson North Dakota | PUBLIC WORKS

April 15, 2025

RE: Track Loader Purchase

A bid opening for a new track loader for use in our Utilities Division was held on March 31 at 1 P.M. The low bid was provided by Titan Machinery for a 2025 Case TV450B at a cost of $90,665.00. This equipment purchase was approved in the 2025 budget as a cash purchase of $135,000.

Based on the bid documents attached, Public Works staff recommends approval and purchase of the Case track loader.

Thank you,

Jacob Waldo
Deputy Public Works Director

CITY OF Dickinson North Dakota | PUBLIC WORKS

RE: Bid Opening for Track Loader

Opened on March 31, 2025 at 1:00 P.M. MDT

Present at the opening were: Aaron Praus, Duane Zastoupil, Jake Waldo, Kyle Ryder (Titan Machinery), Derek Northrup (Butler Caterpillar).

Butler Caterpillar bid a 2025 CAT 275XE at a base value of $124,800.00

- Estimated delivery time of 20-24 Weeks

Titan Machinery bid a 2025 Case TV450B at a base value of $90,665.00

- Estimated Delivery Time 2-6 Months

It is the recommendation of Public Works city staff to purchase the TV450B Track Loader from Titan machinery for a total cost of $90,665.00. Variations and exceptions to the bids are attached for each unit bid. This is a 2025 budgeted equipment purchase of $135,000 split between two divisions: Wastewater and Storm for $67,500 each.

Thank you,

Duane Zastoupil

Utilities Manager

Aaron Praus

Public Works Director

CITY OF Dickinson North Dakota | PUBLIC WORKS

Caterpillar 275XE Exceptions to Bid

- Cab shall have windshield wipers with a washer delivery system for front and rear windows. CAT 275XE is equipped with front windshield wiper, but does not offer rear.
- Cab shall be wired for city band radio. Not offered.
- The electrical system shall contain an 8-pin work tool wiring harness at the front of the lift arms. Unit must be equipped with a minimum of four (4) hot circuits to operate the various functions of a snowblower. CAT 275XE provides 14-pin work tool wiring harness.

Case TV450B Exceptions to Bid

- Cab shall have windshield wipers with a washer delivery system for front and rear windows. Case TV450B is equipped with a front windshield wiper, but does not offer rear.
- The electrical system shall contain an 8-pin work tool wiring harness at the front of the lift arms. Unit must be equipped with a minimum of four (4) hot circuits to operate the various functions of a snowblower. Case TV450B provides a 14-pin work tool wiring harness with (4) hot circuits.

CITY OF Dickinson North Dakota | PUBLIC WORKS

April 15, 2025

RE: Building Service Technician Job Description

This job description will create a new promotional position across several City facilities and departments, this position was initially presented and approved in the 2025 budget as an achievable advancement for the Building Service Worker position.

To better suit the needs of our facilities, the position has been changed to include duties mirroring those of our buildings and grounds operators while still including the custodial duties of the Building Service Worker position. These expanded duties include: changing HVAC filters and light bulbs, lawn maintenance, weed and vector control, supervising licensed contractors on City property as needed, and working to support programming and events at assigned facility.

Department leadership will have the option to budget for this position in place of their Building Service Worker position, the internal candidate will then have the opportunity to interview for this position.

This job description has been reviewed by HR, staff recommends approval.

Thank you,

Jacob Waldo
Deputy Public Works Director

BUILDING SERVICE TECHNICIAN

POSITION SUMMARY

This position performs semi-skilled to skilled maintenance, repair work, groundskeeping, and custodial duties on assigned City facilities, property, and equipment. Responsibilities include ensuring a clean and functional working environment for colleagues and visitors, assisting with event setup, and supporting department operations as needed.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Facility Maintenance and Custodial Duties:

- Identify, troubleshoot, and perform routine maintenance and minor repairs on facilities, including HVAC, electrical, plumbing, and boiler systems, under the supervision of department leadership.
- Perform custodial duties at assigned facilities, including routine cleaning, sanitation, and upkeep of common areas, offices, and public spaces.
- Supervise licensed contractors when required, ensuring they have necessary resources and understand project expectations.
- Perform chemical application for vector and weed control.
- Perform groundskeeping of City properties as assigned.
- Perform routine and preventive maintenance of equipment.
- Perform snow removal and ice control.
- Perform general care, repairs, upkeep, and maintenance of assigned facilities.
- Perform other duties of similar nature as required.

Special Event Support:

- Assist with event setup and cleanup, including tables, chairs, tents, signage, garbage removal, and restroom maintenance.
- Load, unload, and organize event equipment and supplies.
- Support hands-on activities and programming at events.
- Maintain and inventory special event storage.
- Work evenings and weekends as needed for event implementation.

KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of general mechanical, plumbing, and electrical repair and diagnosis.
- Knowledge of operations and maintenance of equipment, tools, and systems such as HVAC, electrical, plumbing, and boiler operation.
- Skilled in snow removal and ice control techniques.
- Ability to work in varying weather conditions.
- Ability to adapt to changing work priorities and respond to City buildings and grounds needs with flexibility.
- Ability to use a variety of office equipment and applicable computer programs.

DRAFT

BUILDING SERVICE TECHNICIAN

- Knowledge of workplace safety practices, including proper use of PPE and adherence to safety protocols for equipment and chemical handling.
- Ability to follow oral and written instructions and express ideas on technical subjects.

QUALIFICATIONS

- High School Diploma or General Equivalency Degree (GED) required.
- One year of experience in buildings or grounds maintenance, custodial work, or a related field preferred.
- Valid Driver's License required.

WORKING CONDITIONS

- Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, driving, pushing, pulling, lifting, grasping, talking, hearing, seeing, and repetitive motions.
- Work may include overtime, weekends, and holidays as needed.
- Duties are performed in both indoor and outdoor environments, in all weather conditions, and may involve exposure to hazardous conditions, loud noises, and moving machinery.
- May be subjected to moving mechanical parts, electrical currents, fumes, odors, dusts, gases, poor ventilation, body fluids, chemicals, inadequate lighting, workspace restrictions, and intense noises.
- Heavy Work: Exerting up to 50 pounds of force frequently and/or up to 20 pounds of force to move objects.

Classification: Grade 12
FLSA: Non-Exempt
Created: 3/26/25 PW Director Praus, HR Nameniuk
Approved by City Commission:
Updated:

DRAFT

South Heart Reuse Water Contracts

Presented by: Deputy Public Works Director, Jake Waldo

Consideration to Approve

CITY OF Dickinson North Dakota

Irrigation Contract:

- 3 year term
- Renewal by mutual agreement
- $1.60 per thousand gallons
- Flow up to 275 gpm

Resale Contract:

- 1 year term
- Renewal by mutual agreement
- $6.75 per thousand gallons
- Draws from irrigation flow

CITY OF Dickinson North Dakota

Track Loader Purchase

Presented by: Deputy Public Works Director, Jake Waldo

Consideration to Approve

CITY OF Dickinson North Dakota

Building Service Technician Job Description

Presented by: Deputy Public Works Director, Jake Waldo

Consideration to Approve

CITY OF Dickinson North Dakota

New Position, Grade 12:

- Retains custodial duties
- Adds event support
- Adds increased facility maintenance responsibilities
- Can be budgeted as promotion opportunity at department level

CITY OF Dickinson North Dakota

2025 Cemetery Report

Presented by: Public Works Director – Aaron Praus

CITY OF Dickinson North Dakota

Guidelines for Care and Appearance of Cemetery Gravesites

- No lot or grave may be defined by fence, railing, coping, hedge, embankment, or depression.
- No planting of flowers, trees, vines, or shrubs.
- Trees or shrubs may not be cut down, removed, or trimmed unless by authorized City personnel.
- No jars, glass bottles or vases, tin cans, etc. may be placed.
- Placing wreaths, sprays, or flower boxes, and the placing of cut flowers shall be restricted to those graves which have a regular container that is on a 4-inch base secured on a foundation.

CITY OF Dickinson North Dakota

Guidelines for Care and Appearance of Mausoleum Gravesites

- Placement of floral arrangements of mausoleum grounds is prohibited.
- May be attached only to crypt and niche cover by a vase purchased from the city; placed in the lower left corner of the cover.
- Floral arrangements must be placed within dimensions of cover, must not extend over any other covers.
- Only one porcelain picture not to exceed 3” x 5” and one military emblem per single crypt or niche cover.
- Privately owned benches are prohibited.

CITY OF Dickinson North Dakota

Memorial Day displays and flowers

- Flowers, flags, and displays may be placed at gravesites one week before Memorial Day and must be removed within one week after.
- After the Memorial Day window has closed, staff will remove any remaining flowers or displays not affixed to monuments.
- The City will be unable to return any items removed from gravesites after this time.

CITY OF Dickinson North Dakota

Cemetery Care Plan Highlights

- Cemetery care will be conducted on a rotating basis in the following order:
    1. St. Patrick Cemetery/ St. Wenceslaus Cemetery
    2. Dickinson Cemetery
    3. St. Joseph Cemetery
    4. Dickinson South Cemetery
- Staff will meet before beginning work to ensure understanding and adherence to procedures.
- Any flowers or displays located on the ground (not affixed to a monument) will be removed.
- Staff will trim around any areas too tight for mowers to access.

CITY OF Dickinson North Dakota

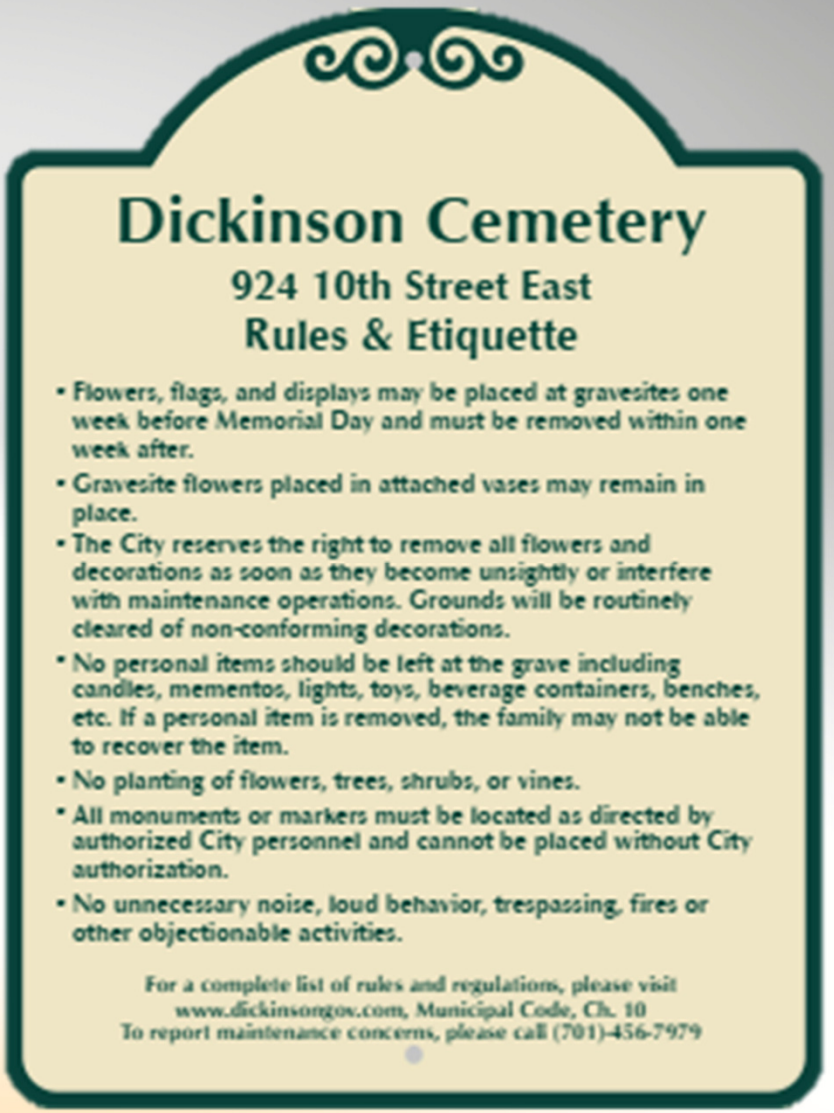
Cemetery Care Plan Highlights cont.

- Once trimmers have reached ≈30% completion, staff will begin mowing.
- Once trimmers have finished, staff will finish by cleaning monuments with backpack blowers.
- The crew will proceed to the next cemetery site.
- If any areas have been missed, staff will return with trimmers to touch up.

CITY OF Dickinson North Dakota

Informing the Community

- Signs will be posted at all entrances explaining rules for flowers and displays.
- Public notice will be sent to remind the community to place and remove flowers and flags one week before and one week after Memorial Day



CITY OF Dickinson North Dakota

Questions?

CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota

Engineering Memorandum

April 10, 2025

RE: April 15th Commission Meeting

Department of Water Resources Cost-Share Agreement for the Queen City Dam Emergency Action Plan

For your consideration is a cost share agreement with the North Dakota Department of Water Resources to complete an Emergency Action Plan (EAP). An EAP is required for the Queen City Dam per the North Dakota Dept. of Water Resources Dam Safety Standards.

The Agreement is to reimburse the City for 80% of the cost to complete an EAP, up to $99,992. The City's share will be $24,998. The revenue for this project is included in the 2025 Capital Improvement Plan and funded through GPT.

The next step after completion of this agreement is to finalize the contract for commission approval with Barr Engineering who has been selected for this work through a competitive bidding process.

The cost share agreement terms have been reviewed by the City Attorney.

The City Engineering staff recommends approval.

NORTH Dakota | Water Resources
Be Legendary.

INTRAOFFICE MEMORANDUM

TO: Reice Haase, Secretary
Patrick Fridgen, Planning and Education Division Director
Sarah Felchle, Accountant, Administrative Services
FROM: Abigail Franklund, Cost-Share Program Manager
SUBJECT: NDSWC Cost-Share Request – City of Dickinson
Queen City Dam Emergency Action Plan (EAP)
DATE: March 12, 2025

Background & Description

The City of Dickinson (Sponsor) requests cost-share for the Queen City Dam EAP (Project). The Queen City Dam is a high hazard dam on the Heart River and does not have an EAP. An updated EAP is required to be on file with the Department of Water Resources for all high hazard dams. The project will include breach analysis, inundation mapping, contact information updates, and a tabletop exercise. Queen City Dam is in Dickinson, Stark County in North Dakota.

Supplemental Information

Water Development Plan Priority	Moderate
Benefit-Cost Ratio	NR

(NR) Not Required

Schedule

Task	Dates
Study	December 2025
Design	-
Bid	-
Construction	-
Completion	-

Cost-Share Funding Summary

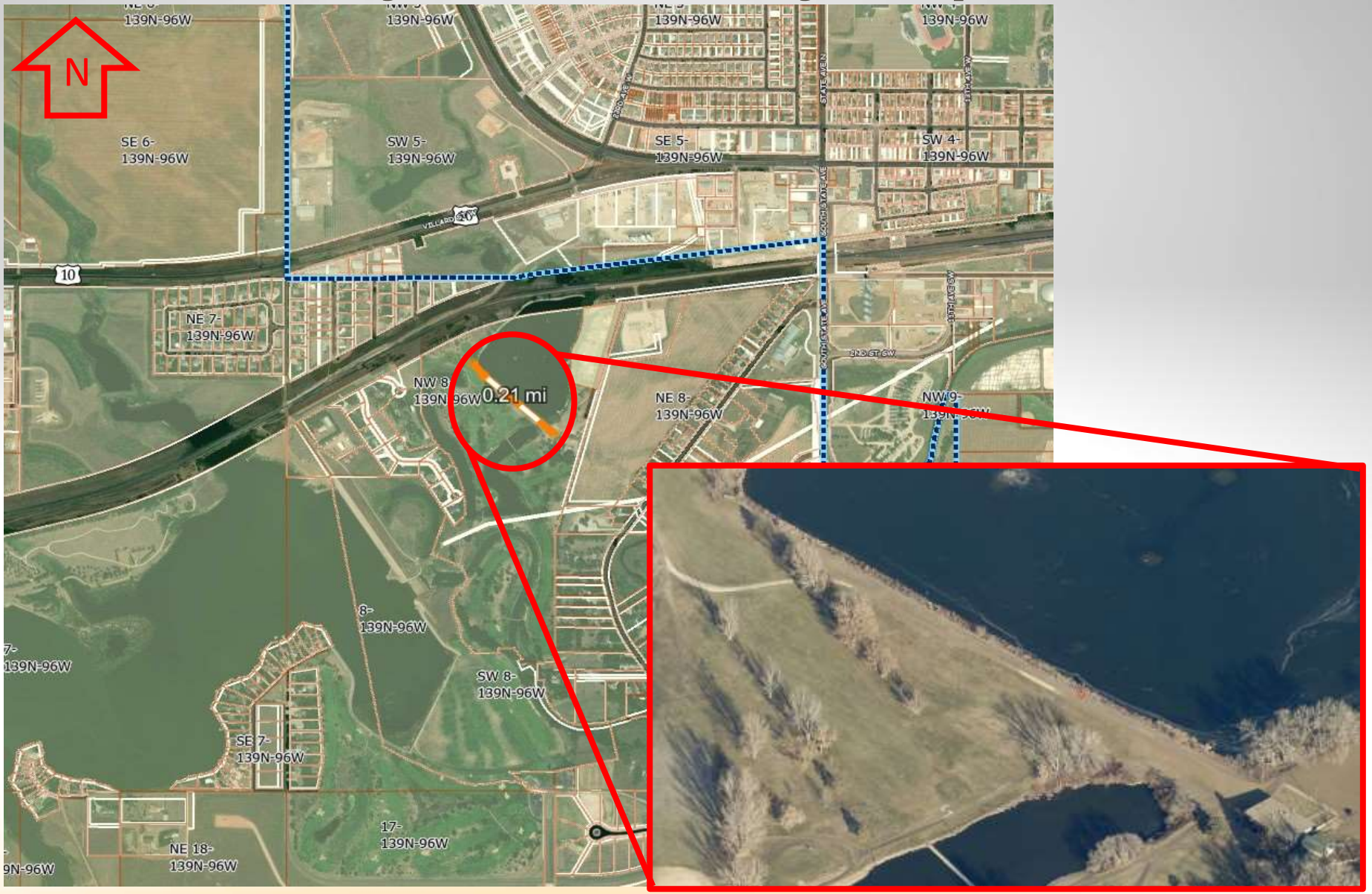
	Project	Approved	**Recommend**
Noneligible Cost	-		
Eligible Cost	$124,990		
Total	$124,990		
Cost-Share 80% (Requested)	**$99,992**		**$99,992**

This project meets requirements of the Water Commission's cost-share policy. Therefore, I recommend approval of this request by the City of Dickinson for state cost participation in the Queen City Dam Emergency Action Plan project at 80 percent of eligible costs, not to exceed $99,992. This approval is contingent on available funding.

Approval Signature and Date 03/14/2025

RH:af/1409

Queen City Dam Vicinity Map



CITY OF Dickinson North Dakota

DWR Project No. 1409
Planning and Education Division
March 2025

Agreement for Cost-Share Reimbursement
City of Dickinson
Queen City Dam Emergency Action Plan

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 costs associated with developing an Emergency Action Plan for the Queen City Dam (Project). The Project is in Dickinson, Stark County, North Dakota.

3. COMMISSION'S RESPONSIBILITY AND INTENT. Commission will provide Sponsor with cost-share, not to exceed $99,992, as approved by Secretary, to reimburse 80 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 merely to help Sponsor financially afford Project. 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 the Project. If a Project becomes the subject of litigation before all funds have been disbursed, the Secretary may withhold funds until the 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 a copy of Project.

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 contract.
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 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.

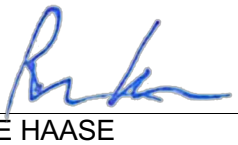
14. SPOLIATION – PRESERVATION OF EVIDENCE. Sponsor agrees to promptly notify Commission of all potential claims that arise or result from this agreement. Sponsor must also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding 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 persons represents and warrants that he or she is fully authorized to enter into the terms and conditions of this Agreement, and execute this Agreement on behalf of the Party or Parties he or she represents and further represents that he or she has explained this Agreement to the Party or Parties he or she represents and has obtained the agreement of each such Party to abide by the term and conditions of this Agreement.

NORTH DAKOTA STATE WATER COMMISSION

By: 

REICE HAASE
Secretary

Date: 03/14/2025

CITY OF DICKINSON

By: _____

SCOTT DECKER
Mayor

Date: _____

_____
Countersignature and Date (if required)

_____
Print Name and Title

CITY OF Dickinson North Dakota

Engineering Memorandum

April 10, 2025

RE: April 15th Commission Meeting

Department of Water Resources Cost-Share Agreement for the Queen City Dam Risk Assessment

For your consideration is a cost share agreement with the North Dakota Department of Water Resources to complete a Risk Assessment for the Queen City Dam. A Risk Assessment is required for the Queen City Dam per the North Dakota Dept. of Water Resources Dam Safety Standards.

The Agreement is to reimburse the City for 60% of the cost to complete a Risk Assessment, up to $21,738. The City's share will be $14,492. The revenue for this project is included in the 2025 Capital Improvement Plan and funded through GPT.

The next step after completion of this agreement is to finalize the contract for commission approval with Barr Engineering who has been selected for this work through a competitive bidding process.

The cost share agreement terms have been reviewed by the City Attorney.

The City Engineering staff recommends approval.

NORTH Dakota | Water Resources
Be Legendary.

INTRAOFFICE MEMORANDUM

TO: Reice Haase, Secretary
Patrick Fridgen, Planning and Education Division Director
Sarah Felchle, Accountant, Administrative Services
FROM: Abigail Franklund, Cost-Share Program Manager
SUBJECT: NDSWC Cost-Share Request – City of Dickinson
Queen City Dam Risk Assessment
DATE: March 4, 2025

Background & Description

The City of Dickinson (Sponsor) is requesting cost-share for the Queen City Dam Risk Assessment (Project). Queen City Dam is a high hazard dam having a condition rating of poor. Past inspections have indicated concerns with the condition of the current outlet structure, trees and brush on the embankment, and inadequate hydraulic capacity. The purpose of the Project is to better understand the condition of the dam, allow for identification of key risks, and development of potential mitigation measures. The Project will include a background review, site reconnaissance, a virtual Potential Failure Mode Analysis (PFMA) Workshop, and completion of a risk assessment report. The Project is in Dickinson, Stark County, North Dakota.

Supplemental Information

Water Development Plan Priority	Moderate
Benefit-Cost Ratio	NR

(NR) Not Required

Schedule

Task	Dates
Study	December 2025
Design	-
Bid	-
Construction	-
Completion	-

Cost-Share Funding Summary

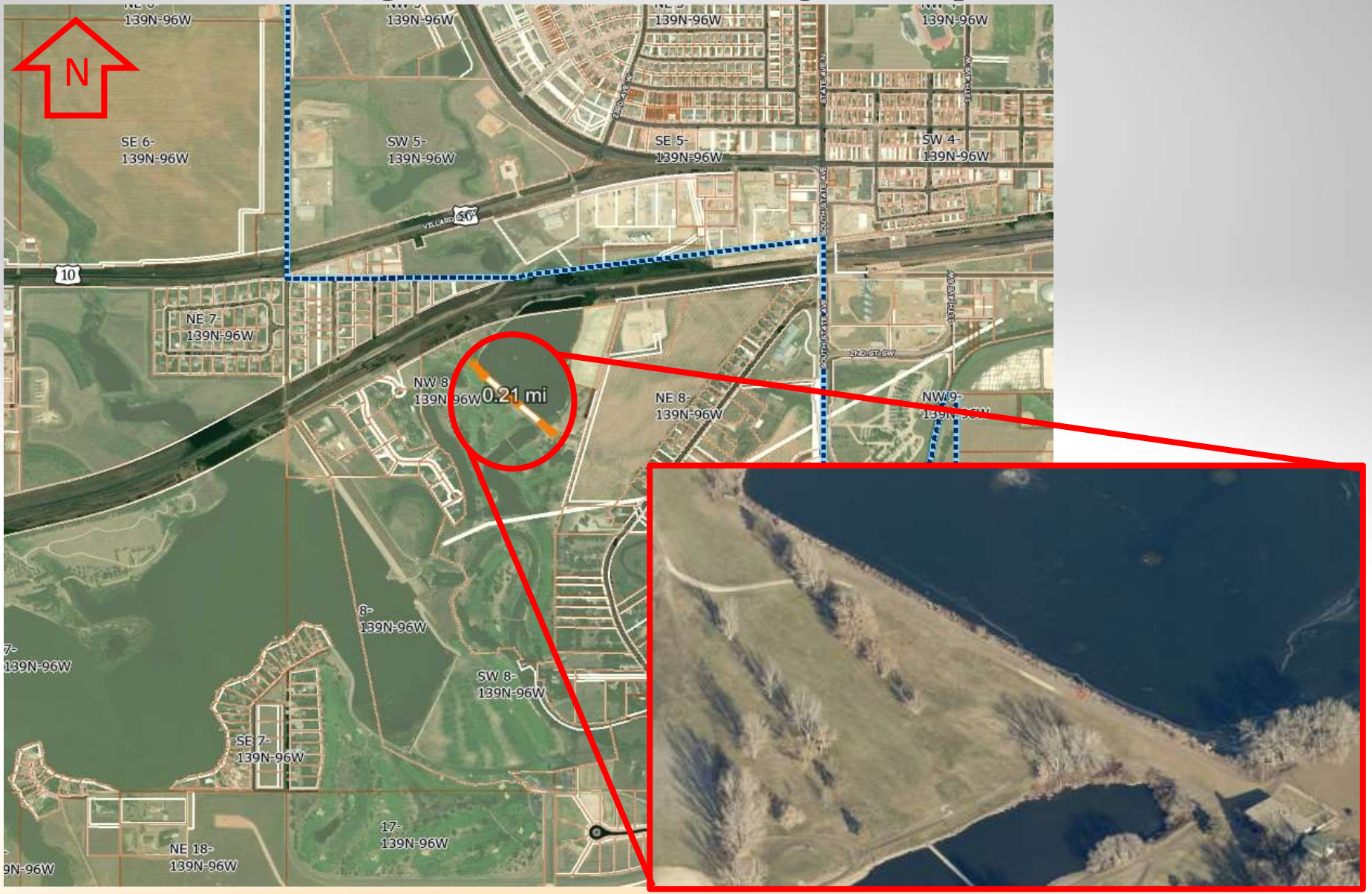
	Study	Preconstruction	Construction	Total	**Recommend**
Noneligible Cost	-	-	-	-	
Eligible Cost	$36,230	-	-	$36,230	
Total	$36,230	-	-	$36,230	
Cost-Share 60% (Requested)	$21,738	-	-	$21,738	**$21,738**

This project meets requirements of the Water Commission's cost-share policy. Therefore, I recommend approval of this request by the City of Dickinson for state cost participation in the Queen City Dam Risk Assessment project at 60 percent of eligible costs, not to exceed $21,738. This approval is contingent on available funding.

Approval Signature and Date 03/11/2025

RH:af/1409

Queen City Dam Vicinity Map



CITY OF Dickinson North Dakota

DWR Project No. 1409
Planning and Education Division
March 2025

Agreement for Cost-Share Reimbursement
City of Dickinson
Queen City Dam Risk Assessment

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 costs associated with conducting a risk assessment for the Queen City Dam (Project). The Project is in Dickinson, Stark County, North Dakota.

3. COMMISSION'S RESPONSIBILITY AND INTENT. Commission will provide Sponsor with cost-share, not to exceed $21,738, as approved by Secretary, 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 merely to help Sponsor financially afford Project. 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 the Project. If a Project becomes the subject of litigation before all funds have been disbursed, the Secretary may withhold funds until the 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 a copy of Project.

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 contract.
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 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.

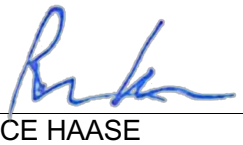
14. SPOLIATION – PRESERVATION OF EVIDENCE. Sponsor agrees to promptly notify Commission of all potential claims that arise or result from this agreement. Sponsor must also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding 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 persons represents and warrants that he or she is fully authorized to enter into the terms and conditions of this Agreement, and execute this Agreement on behalf of the Party or Parties he or she represents and further represents that he or she has explained this Agreement to the Party or Parties he or she represents and has obtained the agreement of each such Party to abide by the term and conditions of this Agreement.

NORTH DAKOTA STATE WATER COMMISSION

By: 

REICE HAASE
Secretary

Date: 03/11/2025

CITY OF DICKINSON

By: _____

SCOTT DECKER
Mayor

Date: _____

_____
Countersignature and Date (if required)

_____
Print Name and Title

CITY OF Dickinson North Dakota

Engineering Memorandum

April 10, 2025

RE: April 15th Commission Meeting

Department of Water Resources Cost-Share Agreement for Mann's Dam Feasibility Study

For your consideration is a cost share agreement with the North Dakota Department of Water Resources to complete a Feasibility Study for addressing safety issues with Mann's Dam. A feasibility study is required for Mann's Dam modifications per the North Dakota Dept. of Water Resources Dam Safety Standards and various federal requirements.

The Agreement is to reimburse the City for 75% of the cost to complete a Risk Assessment, up to $77,592. The City's share will be $25,864. The revenue for this project is included in the 2025 Capital Improvement Plan and funded through GPT.

The next step after completion of this agreement is to finalize the contract for commission approval with Barr Engineering who has been selected for this work through a competitive bidding process.

The cost share agreement terms have been reviewed by the City Attorney.

The City Engineering staff recommends approval.

NORTH Dakota | Water Resources
Be Legendary.

INTRAOFFICE MEMORANDUM

TO: Reice Haase, Secretary
Patrick Fridgen, Planning and Education Division Director
Sarah Felchle, Accountant, Administrative Services
FROM: Abigail Franklund, Cost-Share Program Manager
SUBJECT: NDSWC Cost-Share Request – City of Dickinson
Manns Dam Feasibility Study
DATE: March 3, 2025

Background & Description

The City of Dickinson (Sponsor) is requesting cost-share funding for the Manns Dam Feasibility Study (Project). Manns Dam, a concrete low-hazard, low-head dam, is in poor condition and is located on the Heart River within the Heart River Golf Course. The purpose of the Project is to identify solutions to eliminate the hydraulic roller effect and address structural deficiencies. The Project will include technical evaluation, the development of alternative concept designs up to a 10% level, and an assessment of the potential integration of a golf course bridge replacement located 460 feet upstream. Additionally, stakeholder meetings will be conducted, and design of the selected alternative will be completed to a 30% level. The Project is located in Dickinson, Stark County, North Dakota.

Supplemental Information

Water Development Plan (Priority)	2025 (Moderate)
Benefit-Cost Ratio	NR

(NR) Not Required

Schedule

Task	Dates
Study	December 2025
Design	-
Bid	-
Construction	-
Completion	-

Cost-Share Funding Summary

	Study	Preconstruction	Construction	Total	**Recommend**
Noneligible Cost	-	-	-	-	
Eligible Cost	$103,456	-	-	$103,456	
Total	$103,456	-	-	$103,456	
Cost-Share 75% (Requested)	**$77,592**	**-**	-	$77,592	**$77,592**

This project meets requirements of the Water Commission's cost-share policy. Therefore, I recommend approval of this request by the City of Dickinson for state cost participation in the Manns Dam Feasibility Study at 75 percent of eligible costs, not to exceed $77,592. This approval is contingent on available funding.

Approval Signature and Date 03/06/2025

RH:bn/af/2235

Mann's Dam Vicinity Map

CITY OF Dickinson North Dakota

DWR Project No. 2235
Planning and Education Division
March 2025

Agreement for Cost-Share Reimbursement
City of Dickinson
Manns Dam Feasibility Study

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 costs associated with a feasibility study for Manns Dam (Project). The Project is in Dickinson, Stark County, North Dakota.

3. COMMISSION'S RESPONSIBILITY AND INTENT. Commission will provide Sponsor with cost-share, not to exceed $77,592, as approved by Secretary, to reimburse 75 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 merely to help Sponsor financially afford Project. 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 the Project. If a Project becomes the subject of litigation before all funds have been disbursed, the Secretary may withhold funds until the 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 a copy of Project.

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 contract.
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 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 persons represents and warrants that he or she is fully authorized to enter into the terms and conditions of this Agreement, and execute this Agreement on behalf of the Party or Parties he or she represents and further represents that he or she has explained this Agreement to the Party or Parties he or she represents and has obtained the agreement of each such Party to abide by the term and conditions of this Agreement.

NORTH DAKOTA STATE WATER COMMISSION

By:

REICE HAASE
Secretary

Date: 03/06/2025

CITY OF DICKINSON

By: _____

SCOTT DECKER
Mayor

Date: _____

_____
Countersignature and Date (if required)

_____
Print Name and Title

CITY OF Dickinson North Dakota

Engineering Memorandum

April 10, 2025

RE: April 15th Commission Meeting

East Broadway Dam Project – Land Donation

For your consideration is a Warranty Deed granting a donation of the land adjacent to the Hear River and west of 6th Ave SE as described within. See the vicinity map for additional details. This land will be affected by the construction of a "rock riffle" structure replacing the East Broadway Dam.

The warrantee deed has been reviewed by the City Attorney.

The City Engineering staff recommends approval.

East Broadway Dam Vicinity Map

CITY OF Dickinson North Dakota

Land Donation Vicinity Map

CITY OF Dickinson North Dakota

April 3, 2025

City of Dickinson
c/o Kris Keller
38 1st St West
Dickinson, ND 58601

SUBJECT: OFFER TO ACQUIRE
EAST BROADWAY DAM MODIFICATION PROJECT
PARCEL NO.: LOT 17, BLOCK 1 AND TRACT 3, BLOCK 1, RIVERFRONT ESTATES
TRACT 1, BLOCK 1, RIVERFRONT ESTATES

Dear Kris:

Enclosed for your approval and recording are the acquisition documents for the above-referenced project and parcels from Riverfront North Dakota, LLC. The documents executed include the following:

- Memorandum of offer to Landowner: City needs to sign this
- Notification and appraisal waiver
- Warranty Deed: This will need to be recorded.

Sincerely,

Katie Laidley
SRF Consulting Group, Inc.
Right of Way Specialist Lead
701-893-7411
KLaidley@srfconsulting.com

Enclosed

MEMORANDUM OF OFFER TO LANDOWNER

Project	East Broadway Dam Modification Project
County	Stark
Parcel(s)	Lot 17, Block 1 and Tract 3, Block 1, Riverfront Estates Tract 1, Block 1, Riverfront Estates

Landowner(s) Riverfront North Dakota, LLC			
Landowner Address 300 S. Riverside Plaza, Suite 1250	City Chicago	State IL	ZIP Code 60606

Valuation Type [X] Appraisal [ ] Waiver Valuation	Approved Compensation 0.00

On behalf of the City of Dickinson, the right of way agent is hereby authorized to offer the above approved amount as full compensation for the permanent and/or temporary acquisition of the above-identified parcels and all damages incidental thereto.

The attached Compensation and Parcel Breakdown is incorporated with this offer and describes the parcels and/or temporary easement areas that are being acquired for highway purposes.

Notes Taxes will be prorated at the day of closing

ROW AGENT

Name (Type or Print) Katie Laidley	
Agency/Firm SRF Consulting Group, Inc.	
Signature	Date 2.21.25

CITY OF DICKINSON APPROVAL

Name (Type or Print)	
Signature	Date

NOTIFICATION AND APPRAISAL WAIVER

Project	East Broadway Dam Modification Project
County	Stark
Parcel(s)	Lot 17, Block 1 and Tract 3, Block 1, Riverfront Estates Tract 1, Block 1, Riverfront Estates

Landowner(s)			
Riverfront North Dakota, LLC			
Landowner(s) Address 300 S. Riverside Plaza, Suite 1250	City Chicago	State IL	ZIP Code 60606

State and federal laws require just compensation be established and that a prompt written offer be made to acquire your property for the full fair market value. In no event will the amount offered be less than the LPA's approved value. The City of Dickinson will provide you with a written summary of the value established as just compensation in your offer.

I/we, the undersigned, understand that we are entitled to receive just compensation for our property being acquired by the ROW Agent to construct the above-named highway project.

Check One of the Following:	
[X]	I/we do not wish to receive just compensation, but agree to donate the area, or a portion thereof, necessary for construction as shown on the plat(s).
[ ]	I/we acknowledge payment is based on waiver valuation. (City of Dickinson minimum payment policy is $$ for permanent acquisition) for temporary acquisition or
[ ]	The acquisition was valued over $10,000 but under $25,000. I/we agree to receive the payment based on waiver valuation.
[ ]	The acquisition was valued over $10,000 but under $25,000. I/we wish to have my property interest appraised. (Please note that if an Appraisal is requested, the appraised value will replace the value based on waiver valuation.) -In compliance with the Uniform Relocation Assistance and Land Acquisition Policies Act of 1970 (Public Law 91-646), the owner or their designated representative shall be given an opportunity to accompany the appraiser during the inspection of the property. I/we do do not wish to accompany the appraiser during the inspection of the property.
[ ]	I/we acknowledge payment is based on the Appraisal and the opportunity was given to accompany the appraiser during the property inspection. (Appraisals are required if the acquisition is complicated or estimated to be over $25,000.)

It is understood that any changes in these plans, adverse to our property, will make this agreement null and void.

This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

LANDOWNER(S)

Name (Type or Print)		Name (Type or Print)	
Riverfront North Dakota, LLC an Illinois Limited Liability Company By: B-Dev North Dakota, LLC-Riverfront series, an Illinois limited liability company series, its sole member			
Signature By: [signature] Name: John Dickow Title: Vice President	Date 3/20/25	Signature	Date

ROW AGENT

Name (Type or Print)	Agency/Firm	
Katie Laidley	SRF Consulting Group, Inc.	
Signature		Date 3.24.25

WARRANTY DEED

Project
East Broadway Dam Modification Project
Parcel(s)
Lot 17, Block 1 and Tract 3, Block 1, Riverfront Estates Tract 1, Block 1, Riverfront Estates

Grantor(s)			
Riverfront North Dakota, LLC			
Grantor(s) Address	City	State	ZIP Code
300 S. Riverside Plaza, Suite 1250	Chicago	IL	60606

Date	Consideration	County
3.20.25	0.00	Stark

This deed, between Grantor(s) listed above whose address is also listed above and the City of Dickinson, as Grantee, whose post office address is 38 1st St West, Dickinson, ND 58601, for the use and benefit of the City of Dickinson.

WITNESSETH, that the Grantor(s), for and in consideration of the sum listed above, to them in hand paid by the City of Dickinson, the receipt whereof is hereby acknowledged, hereby convey unto the City of Dickinson, as Grantee, its successors and assigns, forever, all the tract(s), or parcel(s) of land lying and being listed above, in above county, the City of Dickinson, and more specifically described as follows, to wit:

LOT 17, BLOCK 1, RIVERFRONT ESTATES
TRACT 3, BLOCK 1, RIVERFRONT ESTATES and TRACT 1, BLOCK 1, RIVERFRONT ESTATES
hereinafter referred to as the Property;
The City of Dickinson is acquiring the right of way described in this deed for use as a public park.

Excepting and reserving to the Grantor(s) herein, their successors and assigns, all oil, oil rights, natural gas, natural gas rights, and other fluid minerals that may be within or under the property of land herein described without, however, the right ever to drill, dig, or mine through the surface of said land therefore or otherwise in such manner as to endanger or interfere in any way with the safety or use of a public park that may be constructed on or near the lands hereby conveyed.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances running with or related to the Property, to the City of Dickinson, its successors and assigns, forever; and the Grantor(s), for their heirs, executors, and administrators, do covenant with the City of Dickinson, its successors and assigns, that the Grantor(s), are well seized in fee of the Property that the Grantor(s) have good right to sell and convey the Property in manner and form provided above; that the Property is free from all encumbrances, whatsoever; other than the easements, prior reservations and rights of way previously granted; and that the Grantor(s) shall warrant and defend the City of Dickinson's quiet and peaceable possession and use of the Property against all persons lawfully claiming interest in the whole or any part of the property.

This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

EXECUTED the date last signed below.

GRANTOR(S):	
Name (Type or Print) Riverfront North Dakota, LLC, an Illinois limited liability company By: B-Dev North Dakota, LLC – Riverfront Series,an Illinois limited liability company series, its sole member	Date
Signature By: _____ Name: John P Dickow Title: Vice President	3/20/25

ACKNOWLEDGEMENT

Name(s) Personally Appeared Before Me (Print) John Dickow	
State Illinois	County Lake
Executed & Acknowledged Before Me on This Date March 20, 2025	Affix Notary Stamp KRISTEN EBY Official Seal Notary Public - State of Illinois My Commission Expires Aug 15, 2026
Name of Notary Public (Type or Print) Kristen Eby	
Signature of Notary Public Kristen Eby	
Commission Expiration Date (if not listed on stamp)	

City of Dickinson Use Only	For Recording Purposes Only
I certify that the full consideration paid for the property described in this deed is $ _____. _____ As Agent City of Dickinson Date	

16th Street Business Plaza Addition Final Minor Plat Staff Report

To: City of Dickinson Planning and Zoning Commission
From: City of Dickinson Community Development
Date: April 2, 2025
Re: **FLP-001-2025 16th Street Business Plaza Addition Final Minor Plat**

OWNER/APPLICANT
Stephen & Diane Duchscher
11015 40th Street SW
Dickinson, ND, 58601
dianeduchscher@homeandlandcompany.com
(701) 290-7710

APPLICANT'S REPRESENTATIVE
Nick Jensen
Western Edge Surveying, PLLC
1175 Lincoln Street
Dickinson, ND 58601
nick.jensen@westernedgesurveying.com
(701) 505-8209

Public Hearing	April 9, 2025	Planning and Zoning Commission
Final Action	April 15, 2025	City Commission

EXECUTIVE SUMMARY

The applicant is requesting approval of a Minor Subdivision Plat for the 16th Street Business Plaza Addition Subdivision, located within the SW1/4 of the NW1/4 of Section 34, Township 140 North, Range 96 West, 5th Principal Meridian, City of Dickinson, Stark County, North Dakota. The proposed minor subdivision is a replat of Lot 1, Block 1 of the Dover Addition, and a replat of part of Lot A of the Western Second Addition. An unplatted portion of Section 34, Township 140 North, Range 96 West is also included as part of the proposed minor subdivision plat. According to the applicant, the purpose of the proposed subdivision is to divide the land into two separate lots with the intent of selling each lot. The site is zoned Community Commercial (CC), and the proposed subdivision is +/- 1.213 acres.

Staff Recommendation: Staff recommends approval of this plat.

LOCATION

The property is located within the SW1/4 of the NW1/4 of Section 34, Township 140 North, Range 96 West, of the 5th Principal Meridian, City of Dickinson, Stark County, North Dakota. This subdivision contains the existing businesses at 269 16th Street West and 1570 3rd Avenue West.

CURRENT ZONING	**CC**
FUTURE LAND USE MAP DESIGNATION	**COMMERCIAL**
GROSS SITE ACREAGE	**+/- 1.213**
LOTS PROPOSED	**2**

ADJACENT ZONING & LAND USE		
Direction	**Zoning**	**Land Use**
North	P	DOT Office
East	CC	Undeveloped
South	CC	Offices
West	CC	Commercial

STAFF ANALYSIS

CURRENT ORDINANCE REVIEW

According to Section 52-1 of the Municipal Code, a minor subdivision is a subdivision that does meets the following requirements:

- Does not require the dedication of public rights-of-way or the construction of new public streets or public infrastructure; and
- Does not land-lock or otherwise impair convenient ingress and egress to or from the rear side of the subject tract or any adjacent property; and
- Does not violate any local, state, or federally-adopted law, ordinance, regulation, plan, or policy; and
- Consists of four lots or less.

The proposed subdivision meets the above requirements and would be considered a minor plat.

According to Table 62-162-3b: Summary of Site Development Regulations, in the Zoning Ordinance, the minimum CC lot size is 12,000 square feet. Both of the proposed lots exceed the minimum lot size requirement of their respective zoning district. No existing structures violate any use or setback requirements laid out in the Zoning Ordinance.

Both currently existing buildings have parking requirements outlined in Table 62-589-1 of the Zoning Ordinance. The orientation of the proposed lots ensures the nearby parking lot is split in a way that provides adequate parking to both facilities.

A 10-foot utility easement and 10-foot ingress/egress access easement have been included in lot 1 to aide in access between the two lots and the surrounding road network.

PUBLIC COMMENT AND STAFF RECOMMENDATION

Public Input: Staff has not received any public input as of the date of this report.

Staff Recommendation: Community Development staff recommends **approval** of this minor plat.

MOTIONS:

*****Approval*****

"I move the City of Dickinson Planning and Zoning Commission recommend approval of **FLP-001-2025: 16th Street Business Plaza Addition Final Minor Plat** *as meeting all the requirements of the Dickinson Municipal Code and also being in the interest of the public health, safety and welfare "*

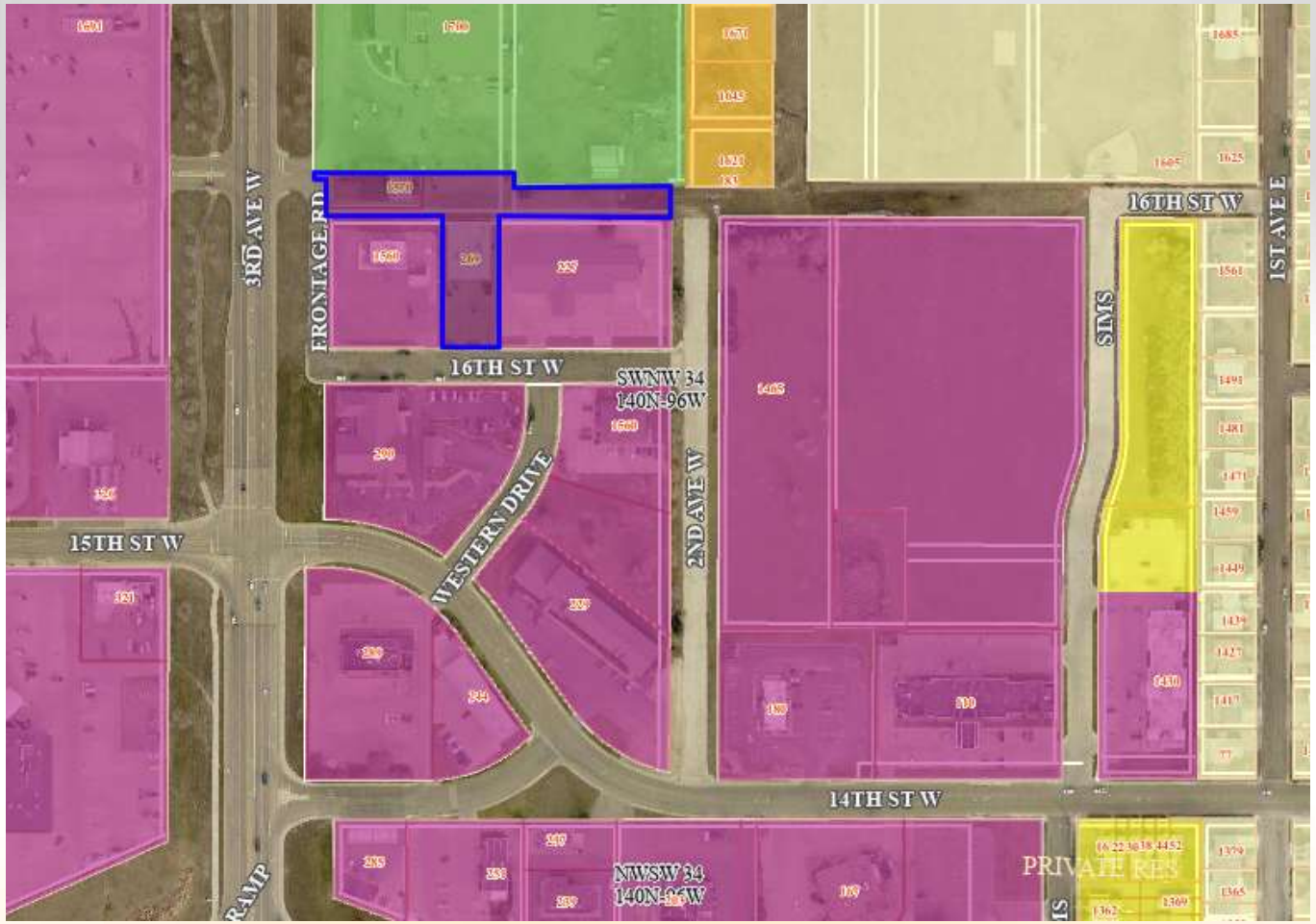
(AND) the following additional requirements **(IF THE PLANNING AND ZONING COMMISSION RECOMMENDS ANY ADDITIONS AND/OR DELETIONS TO THE PROPOSED MOTION LANGUAGE):**

1. _____;
2. _____.

*****Denial*****

"I move the Dickinson Planning and Zoning Commission recommend denial of **FLP-001-2025: 16th Street Business Plaza Addition Final Minor Plat** *as NOT meeting all the requirements of the Dickinson Municipal Code and as being contrary to interest of the public health, safety and welfare."*

16TH STREET BUSINESS PLAZA ADDITION MINOR SUBDIVISION (FLP-001-2025)



CITY OF Dickinson North Dakota

RESOLUTION NO: _____ - 2025

A RESOLUTION APPROVING
FINAL MINOR PLAT ENTITLED
16th ST BUSINESS PLAZA ADDITION
STARK COUNTY, NORTH DAKOTA

WHEREAS, application has been made to the Board of City Commissioners for the approval of a final plat of **16th ST BUSINESS PLAZA ADDITION**

A TRACT OF LAND BEING THE REPLAT OF LOT 1, BLOCK 1, DOVER ADDITION, AND A REPLAT OF PART OF LOT A, WESTERN SECOND ADDITION, AND PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 34, TOWNSHIP 140 NORTH, RANGE 96 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, DOVER ADDITION, THENCE N1°46'52"E ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 14.01' POINT BEING ON THE WESTERN BOUNDARY OF SAID LOT 1, THENCE N01°46'52"E ALONG THE WEST LINE OF A PREVIOUSLY DEEDED PARCEL FILED AT THE STARK COUNTY COURTHOUSE DOCUMENT NUMBER: 195808 A DISTANCE OF 42.03', THENCE N88°15'42"W ALONG SAID DEEDED PARCEL A DISTANCE OF 20.00', THENCE N1°49'36"E A DISTANCE OF 14.00', THENCE S88°10'21"E ALONG SAID DEEDED PARCEL A DISTANCE OF 173.00 'POINT BEING ON THE NORTHERN BOUNDARY OF SAID LOT 1, THENCE S88°10'21"E ALONG THE NORTHERN BOUNDARY OF SAID LOT 1 A DISTANCE OF 149.00', THENCE S1°39'29"W ALONG THE NORTHERN BOUNDARY OF SAID LOT1 A DISTANCE OF 22.15', THENCE S88°10'26"E ALONG THE NORTHERN BOUNDARY OF SAID LOT 1 A DISTANCE OF 253.04' TO A POINT BEING THE NORTHEAST CORNER OF SAID LOT 1, THENCE S1°48'34"W ALONG THE EASTERN BOUNDARY OF SAID LOT 1 A DISTANCE OF 47.85' POINT ALSO BEING THE NORTHEAST CORNER OF LOT' B' OF SAID WESTERN SECOND ADDITION, THENCE N88°10'26"W ALONG THE NORTH LINE OF SAID LOT' B' A DISTANCE OF 277.54' POINT BEING THE NORTHEAST CORNER OF LOT A OF WESTERN SECOND ADDITION, THENCE S1°50'02"W ALONG THE EAST LINE OF SAID LOT' A' A DISTANCE OF 210.09' POINT BEING THE SOUTHEAST CORNER OF SAID LOT' A', THENCE N88°10'26"W ALONG THE SOUTH LINE OF SAID LOT' A' A DISTANCE OF 92.00', THENCE N1°50'02"E PARALLEL TO THE EAST LINE OF SAID LOT' A' A DISTANCE OF 210.09', THENCE N88°10'26"W ALONG THE NORTH LINE OF SAID LOT' A' A DISTANCE OF 185.54' TO THE POINT OF BEGINNING.

SAID TRACT NOW PLATTED AS 16TH ST BUSINESS PLAZA ADDITION CONTAINS 52858SQFT (1.213AC), MOREORLESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES, AND SURVEYS.

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

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the property known as the **16th ST BUSINESS PLAZA ADDITION,** Stark County, North Dakota, be and the same is hereby approved upon condition that the proposed streets, water

and sewage and other utility facilities be in accordance with the City of Dickinson and Stark County regulation codes and as indicated on the final plat, and procedures acceptable to the Board of City Commissioners.

Dated this _____ day of April 2025.

_____
Scott Decker, President
Board of City Commission

ATTEST:

_____
Dustin Dassinger, City Administrator

Badlands Storage 2nd Addition Final Minor Plat Staff Report

To: City of Dickinson Planning and Zoning Commission
From: City of Dickinson Community Development
Date: April 2, 2025
Re: **FLP-003-2025 Badlands Storage 2nd Addition Final Minor Plat**

OWNER/APPLICANT
Jacob Barney / Five Star Storage
3255 43rd Street SW
Fargo, ND, 58104
jake@fivestarstorage.biz
(612) 439-0600

APPLICANT'S REPRESENTATIVE
Abe Ulmer
Independent Land Surveying & Engineering Inc
4215 Old Red Trail NW
Mandan, ND 58554
abe.ilsurveynd.com
(701) 220-0968

Public Hearing	April 9, 2025	Planning and Zoning Commission
Final Action	April 15, 2025	City Commission

EXECUTIVE SUMMARY

The applicant is requesting approval of a Minor Subdivision Plat for the Badlands Storage 2nd Addition Subdivision, being a replat of Lot 1 in Block 1 of the Badlands Storage Subdivision and Lot 1 in Block 1 of Tweeten's 3rd Addition Subdivision, located within the SE1/4 of the NE1/4 of Section 28, Township 140 North, Range 96 West, 5th Principal Meridian, City of Dickinson, Stark County, North Dakota. According to the applicant, the purpose of the proposed subdivision is to combine the existing lots to expand the existing convenience storage operations. The site is zoned Community Commercial (CC), and the proposed subdivision is +/- 6.04 acres.

Staff Recommendation: Approval.

The applicant has submitted an associated Special Use Permit application for a convenience storage facility (SUP-001-2025). Approval of the SUP is contingent on approval of this minor subdivision plat.

LOCATION

The property is located within the SE1/4 of the NE1/4 of Section 28, Township 140 North, Range 96 West, of the 5th Principal Meridian, City of Dickinson, Stark County, North Dakota. This subdivision contains the existing businesses at 430 29th Street W.

CURRENT ZONING	**CC**
FUTURE LAND USE MAP DESIGNATION	**COMMERCIAL**
GROSS SITE ACREAGE	**+/- 6.04**
LOTS PROPOSED	**1**

ADJACENT ZONING & LAND USE		
Direction	**Zoning**	**Land Use**
North	AG	Undeveloped
East	LC & GI	Daycare, Auto Work
South	CC	Offices
West	R-2	Church

STAFF ANALYSIS

CURRENT ORDINANCE REVIEW

According to Section 52-1 of the Municipal Code, a lot combination requires that affected lots have boundaries coinciding with lot lines on the existing plat. The proposed subdivision involves the combination of one lot from the Badlands Storage Subdivision and one lot from the Tweeten's 3rd Addition, the lot lines do not coincide with a single existing subdivision and an administrative lot modification would not be permitted.

According to Section 52-1 of the Municipal Code, a minor subdivision is a subdivision that does meets the following requirements:

- Does not require the dedication of public rights-of-way or the construction of new public streets or public infrastructure; and
- Does not land-lock or otherwise impair convenient ingress and egress to or from the rear side of the subject tract or any adjacent property; and
- Does not violate any local, state, or federally-adopted law, ordinance, regulation, plan, or policy; and
- Consists of four lots or less.

The proposed subdivision meets the above requirements and would be considered a minor plat.

A 10-foot utility easement is present on the Southwest edge of Lot 1 of Tweeten's 3rd Addition. The applicant is submitting a petition of vacation in order to vacate this easement.

PUBLIC COMMENT AND STAFF RECOMMENDATION

Public Input: Staff has not received any public input as of the date of this report.

Staff Recommendation: Community Development staff recommends **approval** of this minor plat.

MOTIONS:

*****Approval*****

"I move the City of Dickinson Planning and Zoning Commission recommend approval of **FLP-003-2025: Badlands Storage 2nd Addition Final Minor Plat** *as meeting all the requirements of the Dickinson Municipal Code and also being in the interest of the public health, safety and welfare "*

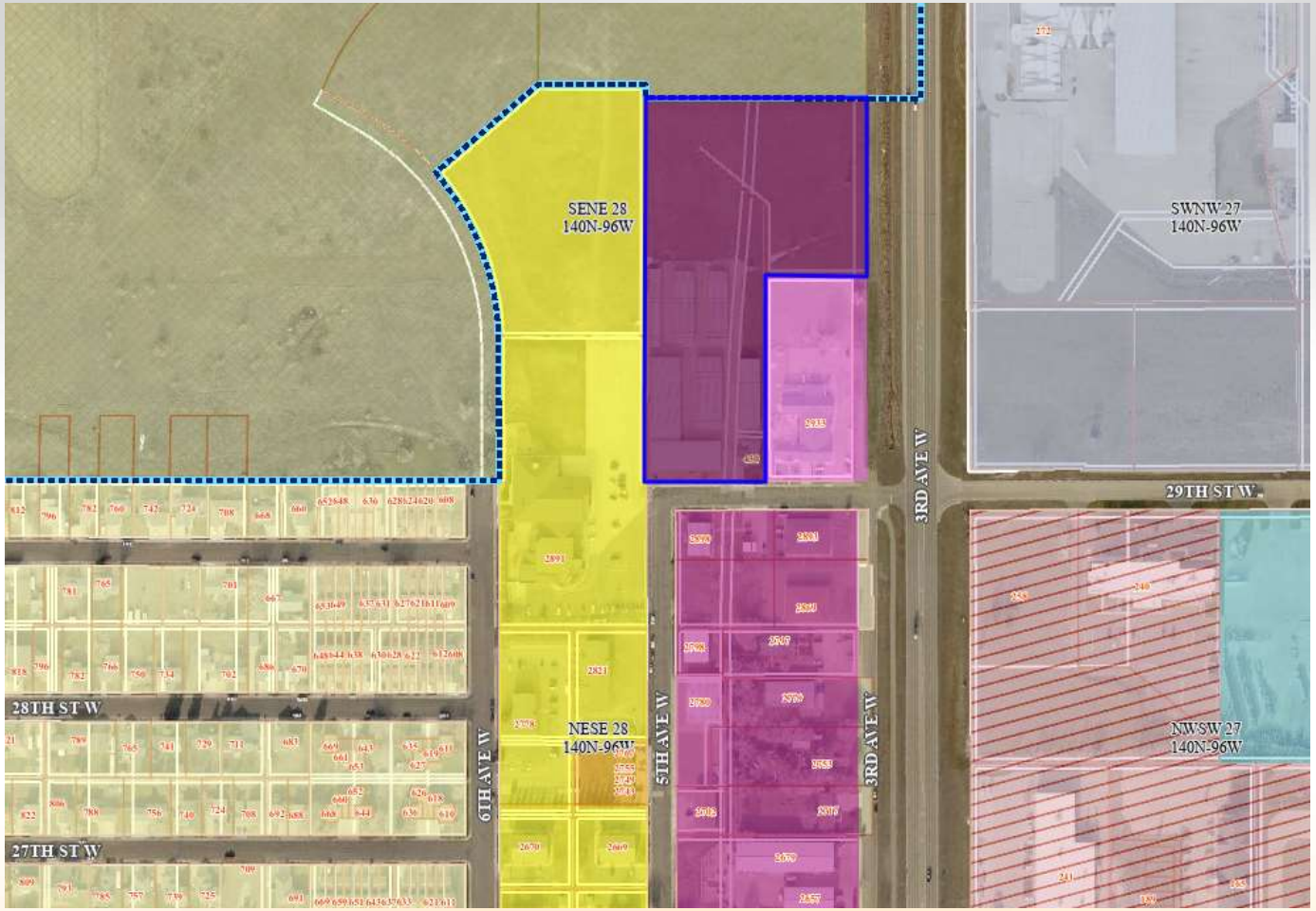
(AND) the following additional requirements **(IF THE PLANNING AND ZONING COMMISSION RECOMMENDS ANY ADDITIONS AND/OR DELETIONS TO THE PROPOSED MOTION LANGUAGE):**

1. _____;
2. _____.

*****Denial*****

"I move the Dickinson Planning and Zoning Commission recommend denial of **FLP-003-2025: Badlands Storage 2nd Addition Final Minor Plat** *as NOT meeting all the requirements of the Dickinson Municipal Code and as being contrary to interest of the public health, safety and welfare."*

BADLANDS STORAGE 2ND ADDITION MINOR SUBDIVISION (FLP-003-2025)



CITY OF Dickinson North Dakota

RESOLUTION NO: _____ - 2025

**A RESOLUTION APPROVING
FINAL MINOR PLAT ENTITLED
BADLANDS STORAGE 2ND ADDITION
STARK COUNTY, NORTH DAKOTA**

WHEREAS, application has been made to the Board of City Commissioners for the approval of a final plat of **BADLANDS STORAGE 2ND ADDITION**

ALL OF LOT 1, BLOCK 1 IN TWEETEN'S 3RD ADDITION AND ALL OF LOT 1, BLOCK 1 IN BADLANDS STORAGE SUBDIVISION, SITUATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 140 NORTH, RANGE 96 WEST OF THE 5TH PRINCIPAL MERIDIAN IN STARK COUNTY, NORTH DAKOTA

SAID TRACT OF LAND CONTAINS 6.04 ACRES.

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

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the property known as the**, BADLANDS STORAGE 2ND ADDITION** Stark County, North Dakota, be and the same is hereby approved upon condition that the proposed streets, water and sewage and other utility facilities be in accordance with the City of Dickinson and Stark County regulation codes and as indicated on the final plat, and procedures acceptable to the Board of City Commissioners.

Dated this _____ day of April 2025.

_____
Scott Decker, President
Board of City Commission

ATTEST:

_____
Dustin Dassinger, City Administrator

JERRY WILLIAMS FINAL MAJOR PLAT STAFF REPORT

To: City of Dickinson Planning and Zoning Commission
From: City of Dickinson Community Development
Date: April 2, 2025
Re: **FLP-001-2025 Jerry Williams Subdivision Final Major Plat**

OWNER/APPLICANT
Jerry Williams
11015 40th Street SW
Dickinson, ND, 58601
djohnson_55@hotmail.com
(701) 290-7710

APPLICANT'S REPRESENTATIVE
Nick Jensen
Western Edge Surveying, PLLC
1175 Lincoln Street
Dickinson, ND 58601
nick.jensen@westernedgesurveying.com
(701) 505-8209

Public Hearing	February 12, 2025	Planning and Zoning Commission
Public Hearing	April 9, 2025	Planning and Zoning Commission
Final Action	April 15, 2025	City Commission

EXECUTIVE SUMMARY

The applicant is requesting approval of a final Major Subdivision Plat for the Jerry Williams Subdivision, located within the SE1/4 of Section 22, Township 139 North, Range 96 West, 5th Principal Meridian, Stark County, North Dakota; in the City of Dickinson's Extra-Territorial Zone. According to the applicant, the purpose of the proposed subdivision is to divide the land into appropriate-sized lots for each of the residents currently living on the tract. The site is zoned Agriculture (AG), and the proposed subdivision is +/- 35.66 acres.

A public hearing in front of the Planning and Zoning Commission on the preliminary plat was held on February 12, 2025 (PLP-001-2025). The Planning and Zoning Commission recommended approval without conditions of the preliminary plat.

Staff Recommendation: Staff recommends approval of this plat.

LOCATION

The property is a previously unplatted tract located within the SE1/4 of Section 22, Township 139 North, Range 96 West, of the 5th Principal Meridian, Stark County, North Dakota in the City of Dickinson's Extra-Territorial Zone. This subdivision contains the existing residences at 11025, 11027, and 11029 40th Street SW.

CURRENT ZONING	**AG**
FUTURE LAND USE MAP DESIGNATION	**RESIDENTIAL**
GROSS SITE ACREAGE	**+/- 35.66**
LOTS PROPOSED	**6**

ADJACENT ZONING & LAND USE		
Direction	**Zoning**	**Land Use**
North	AG & RR	Single-family residence; Undeveloped
East	AG	Single-family residence; Undeveloped
South	AG	Undeveloped
West	AG	Undeveloped

STAFF ANALYSIS

CURRENT ORDINANCE REVIEW

According to Section 34.030 of the Municipal Code, a major subdivision is a subdivision that does not meet the following requirements:

- Does not require the dedication of public rights-of-way or the construction of new public streets or public infrastructure; and
- Does not land-lock or otherwise impair convenient ingress and egress to or from the rear side of the subject tract or any adjacent property; and
- Does not violate any local, state, or federally-adopted law, ordinance, regulation, plan, or policy; and
- Consists of four lots or less.

The proposed subdivision does not meet the fourth requirement as it plans to create six lots. This means the proposed plat must be considered a major subdivision and is subject to the major subdivision process as outlined in Section 34.040.

According to Section 39.04 of the Municipal Code, the minimum AG lot size is 5 acres. The six proposed lots all exceed the minimum lot size requirement of their respective zoning district. No existing structures violate any use or setback requirements laid out in the Zoning Ordinance.

There is a road located in a 66-foot private access/future utility easement. This road provides access to the proposed lots 3, 4, & 5, as well as to the applicant's residence at 11015 40th Street SW. Maintenance of this road will continue to be the responsibility of the property owners, and the property owners have submitted to the City of Dickinson a road maintenance contract that outlines the responsibilities of residents along the road and avoid future confusion. This agreement has been reviewed by the Stark County Road Department and will be recorded with the City Recorder prior to the recording of the final plat.

Staff reviewed the proposed final subdivision and found no changes from the preliminary plat heard on February 12, 2025.

PUBLIC COMMENT AND STAFF RECOMMENDATION

Public Input: Staff has not received any public input as of the date of this report.

Staff Recommendation: The Community Development staff recommends **approval** of this major plat.

MOTIONS:

*****Approval*****

"I move the City of Dickinson Planning and Zoning Commission recommend approval of **FLP-002-2025: The Jerry Williams Subdivision Final Major Plat** *as meeting all the requirements of the Dickinson Municipal Code and also being in the interest of the public health, safety and welfare "*

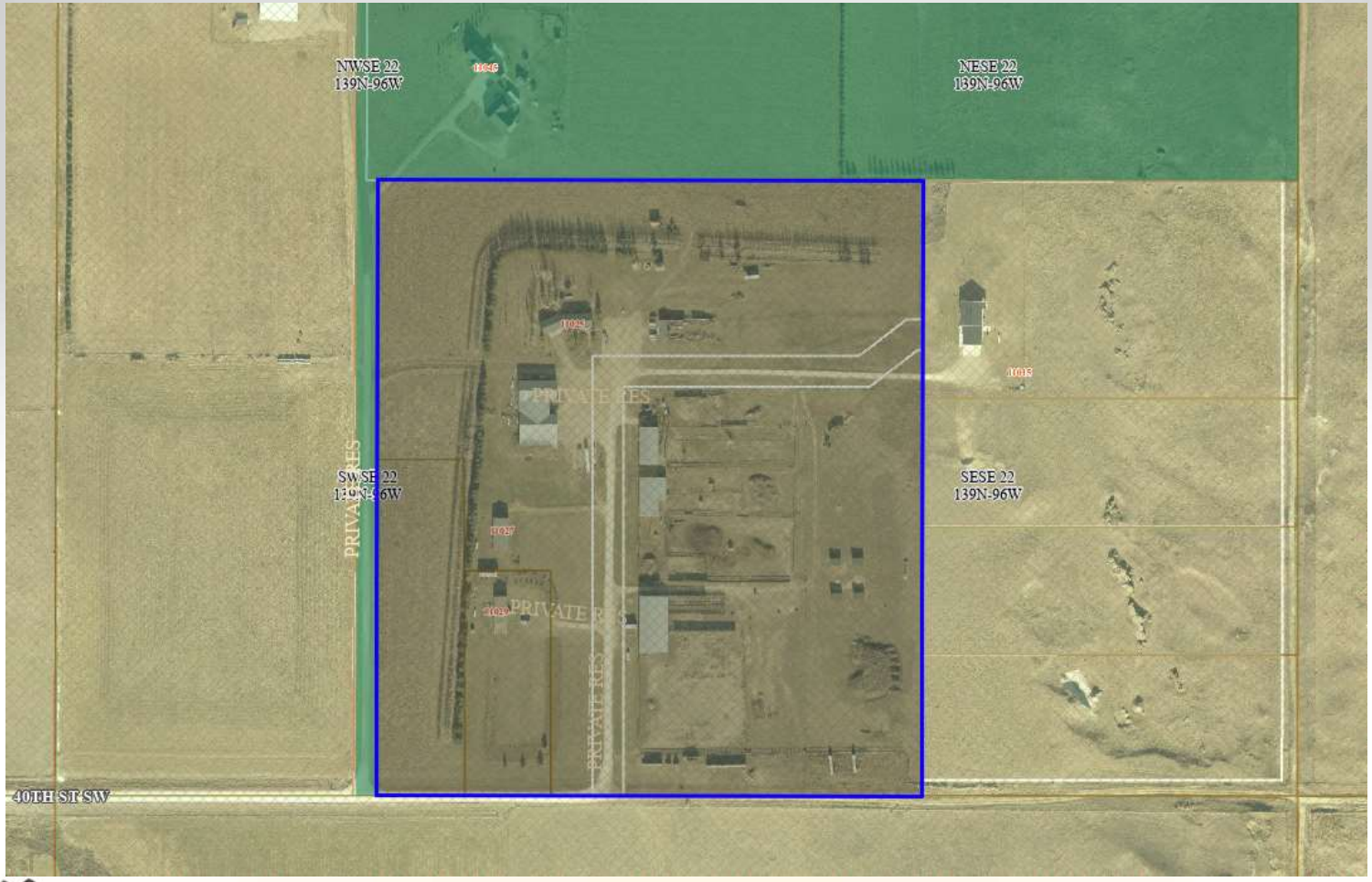
(AND) the following additional requirements **(IF THE PLANNING AND ZONING COMMISSION RECOMMENDS ANY ADDITIONS AND/OR DELETIONS TO THE PROPOSED MOTION LANGUAGE):**

1. _____;
2. _____.

*****Denial*****

"I move the Dickinson Planning and Zoning Commission recommend denial of **FLP-002-2025: The Jerry Williams Subdivision Final Major Plat** *as NOT meeting all the requirements of the Dickinson Municipal Code and as being contrary to interest of the public health, safety and welfare."*

JERRY WILLIAMS MAJOR SUBDIVISION (FLP-002-2025)



CITY OF Dickinson North Dakota

RESOLUTION NO: _____ - 2025

**A RESOLUTION APPROVING
FINAL MAJOR PLAT ENTITLED
JERRY WILLIAMS SUBDIVISION
STARK COUNTY, NORTH DAKOTA**

WHEREAS, application has been made to the Board of City Commissioners for the approval of a final plat of **JERRY WILLIAMS SUBDIVISION**

A tract of land located in the Southeast Quarter (SE1/4) of Section Twenty-Two (22), Township 139 North (T139N), Range 96 West (R96W) of the 5th Principal Meridian (5th P.M.), Stark County, North Dakota being more particularly described as follows: Commencing at the South Quarter (S1/4) Corner of said Section Twenty-Two (22); thence 91°41'13" along the south line of the Southeast Quarter a distance of 660.58' to the Point of Beginning, point also being the Centerline of a Private Access Easement described in Document No. 3081306 filed at the Stark County Courthouse, thence 1°50'50" along said Centerline a distance of 1309.04, point being the Southwest Corner of Shetler Subdivision of said Document No. 3081306, thence 91°43'33" along the South line of Shetler Subdivision a distance of 1000.93' to a point being the Southeast Corner of said Shetler Subdivision, also being the Southwest Corner of Parcel A as described in Document No. 3132372 filed at the Stark County Courthouse, thence 91°38'57" along the South line of said Parcel A a distance of 184.34', to a point also being the Northwest Corner of Williams Johnson Subdivision described in Document No. 3155815 filed at the Stark County Courthouse, thence 181°42'01" along the West line of Lot 2 Block 1 of said Williams Johnson Subdivision a distance of 463.81', thence 181°42'41" along the West line of Lot 2 Block 1 of said Williams Johnson Subdivision a distance of 272.35', thence 181°42'40" along the West line of Lot 3 Block 1 of said Williams Johnson Subdivision a distance of 272.21', thence 181°42'42" along the West line of Lot 4 Block 1 of said Williams Johnson Subdivision a distance of 299.97', point being on the South line of said Southeast Quarter (SE1/4), thence 271°40'47" along the South line of said Southeast Quarter (SE1/4) a distance of 794.71', point being the Southeast corner of a 2.03 Acre Tract described in Document No. 3109416 filed at the Stark County Courthouse, thence 271°38'41" along the South line of said 2.03 Acre Tract a distance of 184.41', point being the Southwest Corner of said 2.03 Acre Tract and the Southeast Corner of a 3.03 Acre Tract described in Document No. 3109415 filed at the Stark County Courthouse, thence 271°39'17" along the South line of said 3.03 Acre Tract a distance of 184.52' point being the Southwest Corner of said 3.03 Acre Tract, thence 272°10'23" a distance of 24.82' to the Point of Beginning.

Said tract contains 35.656 Acres, more or less, and is subject to any previous easements, agreements, conveyances, and surveys.

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

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

Dated this _____ day of April 2025.

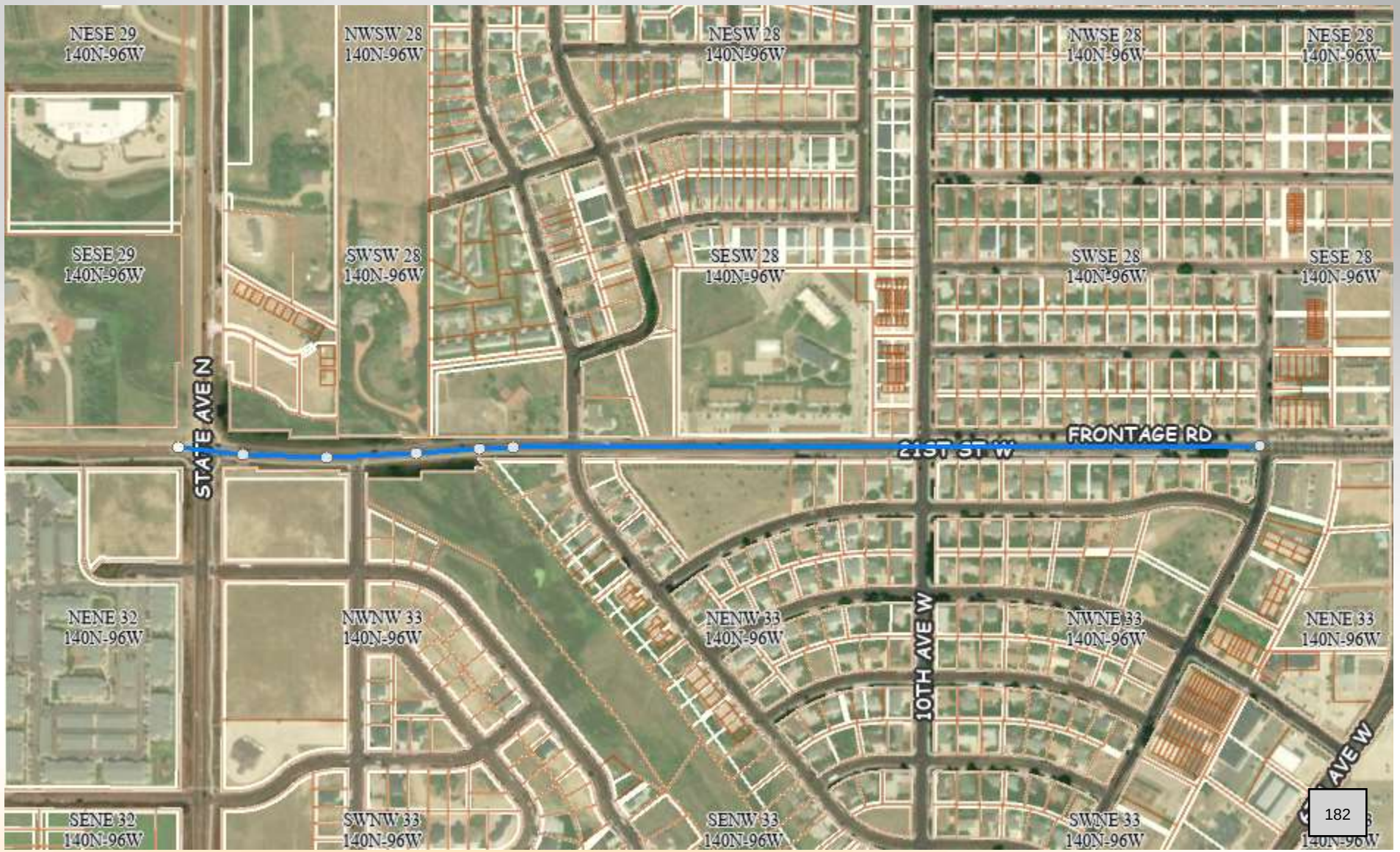
_____
Scott Decker, President
Board of City Commission

ATTEST:

_____
Dustin Dassinger, City Administrator

21st ST W – STATE AVE to 3rd AVE W Vicinity Map

- Mill and Overlay to Prairie Ave.
- Street Lighting Entire Route



CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota

Engineering Memorandum

April 9, 2025

RE: April 15th Commission Meeting

MASTER SERVICE AGREEMENT WITH MOORE ENGINEERING, INC.

For your consideration is a master service agreement (MSA) with Moore Engineering, Inc. The benefits of having a MSA versus providing individual project contracts are; consistent terms and conditions regardless of the project, clarity to the obligations and rights of both parties which reduces potential conflicts, and reduced review time by staff for future project contracts.

The City Engineering and Public Works staff recommends approval.

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

This EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition, contains three parts: (1) the Main Agreement (general provisions governing all Task Orders) (see below) and the Exhibits to Main Agreement; (2) the Task Order Form; and (3) the Exhibits to Task Order.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICE TASK ORDER EDITION

MAIN AGREEMENT

Prepared by

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

MAIN AGREEMENT

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MAIN AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of April 15, 2025 ("Effective Date of the Agreement") between

City of Dickinson, ND ("Owner") and

Moore Engineering Inc. ("Engineer").

Other terms used in the Agreement are defined in Article 7.

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

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 General

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

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

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

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

1.02 Task Order Procedure

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

B. Each specific Task Order will indicate:

1. Project Background Data;

2. Specific services to be performed by Engineer ("Scope"), including key deliverables;

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3. Additions or Modifications to Owner's Responsibilities;
4. Task Order Schedule;
5. Engineer's Compensation for Task Order; and
6. Primary Subconsultants, if any.

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

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

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

1.03 Management of Engineering Services

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

1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:
    a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in Exhibit B to Task Order.
    b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.
    c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.
2. Develop and submit detailed work plans from Exhibit A to Task Order tasks.
3. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.
4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Specific Project that may affect, or be affected by, Engineer's services or resulting construction.
5. Prepare and submit periodic engineering services progress reports to Owner. Include a summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.
6. Special Invoicing: In addition to, or as a substitute for, Engineer's standard invoicing, for each invoice provide the specified additional information or documentation, following the invoicing procedures indicated: Not Applicable.
7. Conduct ongoing management tasks, including:

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

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

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

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

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

1.04 Sequencing and Coordination

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

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

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

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

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Application of Owner's Responsibilities

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

2.02 Project Information

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

1. design objectives and constraints;

2. space, capacity, and performance requirements;

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

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

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

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

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

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

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

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

2.03 Owner's Instructions Regarding Bidding and Construction Contract Documents

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

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

2. insurance and bonding requirements;

3. protocols for electronic transmittals during bidding and construction;

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

5. diversity and other social responsibility requirements;

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

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

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

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

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

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

2.04 Owner-Furnished Services

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

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

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

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

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

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

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

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

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

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

2.05 Owner's General Responsibilities

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

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

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

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

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

F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement or

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any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement or any Task Order, subject to any express limitations or reservations applicable to the furnished items.

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

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

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

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

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

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

J. Owner shall:

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

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

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

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

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

4. Perform or provide the following:

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

2.06 Payment

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

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ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES

3.01 Term

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

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

3.02 Commencement

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

3.03 Time for Completion

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

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

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

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

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

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

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

4.02 Payments

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

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

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

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

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

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

4.03 Basis of Compensation

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

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

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

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

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

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

4.04 Explanation of Compensation Methods

A. Lump Sum

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

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

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

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

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

B. Standard Hourly Rates

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

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

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

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

5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Engineer’s Subcontractor and Subconsultant charges, if any).

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

C. Direct Labor Costs Times a Factor:

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

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

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

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

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

4.05 Reimbursable Expenses

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

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

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

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

3. Consultant charges; and

4. Other expenses identified in Appendix 1.

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

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

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

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

4.06 Other Provisions Concerning Payment

A. Estimated Compensation Amounts

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

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

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

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

5.02 Opinions of Total Project Costs

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

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. 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

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accuracy without additional compensation, unless such corrective action is attributable to deficiencies in Owner-furnished information.

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

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

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

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

2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

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

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

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

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

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

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

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

I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, 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

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at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

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

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

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

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

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

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

6.02 Ownership and Use of Documents

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

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

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

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

b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure

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to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;

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

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

6.03 Electronic Transmittals

A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, all correspondence, Documents, text, data, drawings, information, and graphics related to each Specific Project, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).

1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP or in a specific Task Order.

2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.

B. If this Agreement does not include Exhibit F, or a specific Task Order expressly excludes the application of Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.

C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.

D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G.

B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:

1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;

2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;

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3. afford primary coverage to these additional insureds for all claims covered t (including as applicable those arising from both ongoing and completed operations); and

4. not seek contribution from insurance maintained by the additional insured.

C. Owner shall procure and maintain insurance as set forth in Exhibit G.

D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.

E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation made available for review under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.

F. All construction contracts entered into by Owner with respect to a Specific Project must require builder's risk or similar property insurance.

G. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased

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limits, or revised deductibles that are more protective than those specified in Exhibit G. If so, requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services under a specific Task Order for up to 90 days upon 7 days' written notice to Engineer.

2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under a Task Order:

a. if Owner has failed to pay Engineer for invoiced services and expenses under that Task Order, as set forth in Paragraphs 4.02.B and 4.02.C;

b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or

c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under the Task Order.

3. A suspension under a specific Task Order, whether by Owner or Engineer, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. Termination for Cause—Task Order

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

a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate a Task Order for cause upon 7 days' written notice:

a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

b. if the Engineer's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or

c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.

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

C. Termination for Cause—Main Agreement: In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon 7 days' notice Engineer may terminate this Main Agreement and all Task Orders.

D. Termination for Convenience by Owner: Owner may terminate a Task Order or this Main Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.

E. Effective Date of Termination: If Owner terminates the Main Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. Engineer shall be entitled to compensation for such tasks.

F. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services that have been performed or furnished in accordance with this Main Agreement and the specific Task Order, and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.

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

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

6.06 Successors, Assigns, and Beneficiaries

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Main Agreement and any Task Order issued under this Main Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due

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or may become due) in this Main Agreement, or in any Task Order, without the prior consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Main Agreement or any Task Order.

C. Unless expressly provided otherwise in this Main Agreement:

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

2. Nothing in this Main Agreement or in any Task Order will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in all Construction Contracts associated with this Main Agreement and its Task Orders.

6.07 Dispute Resolution

A. Should any disputes arise regarding the Main Agreement or any Task Order, the parties shall be entitled to pursue any remedies available to them under North Dakota law.

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 mediation.~~

B. ~~Mediation: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Main Agreement or any Task Order hereunder, or to any breach of this Main Agreement or any Task Order ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.~~

C. ~~If the parties fail to resolve a dispute through mediation under Paragraph 6.07.B, then either or both may invoke the applicable dispute resolution procedures of Exhibit H. If Exhibit H is not included, or if no applicable dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.~~

6.08 Controlling Law; Venue

A. This Main Agreement and all Task Orders (unless expressly stated otherwise) are to be governed by the Laws and Regulations of the state in which the principal office of the Owner is located: North Dakota.

B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of Owner's principal office; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which Owner's principal office is located.

6.09 Environmental Condition of Site

A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order), Owner represents to Engineer that, as of the Effective Date of the Task Order, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

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B. Undisclosed Constituents of Concern. For purposes of this Paragraph 6.09, the pres or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.

1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.

2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.

3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.

C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that for all Task Orders the Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Specific Project adversely affected thereby until such portion of the Specific Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

E. If the presence at a Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under a specific Task Order, then:

1. if the adverse effects do not preclude Engineer from completing its Specific Project services in general accordance with the Task Order on unaffected or marginally affected portions of the Specific Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Task Order will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or

2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its Specific Project services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate the Task Order for cause on 7 days' written notice.

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F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

B. Environmental Indemnification: Only to the extent permitted under North Dakota law, ~~To the fullest extent permitted by Laws and Regulations,~~ Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under a Site, provided that:

1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and

2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

C. ~~No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.~~

D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

E. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes.

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Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

A. Notices: Any notice required under this Main Agreement or a Task Order will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All notices must be effective upon the date of receipt.

B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Main Agreement or in a Task Order will survive completion or termination for any reason.

C. Severability: Any provision or part of the Main Agreement or any Task Order held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.

D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Main Agreement and any Task Order will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Specific Project is not completed, then no later than the date of Owner's last payment to Engineer under the applicable Task Order.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (as defined herein), terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of a specific Task Order.

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3. Agreement—This written contract for professional services between Owner and Engineer, including the Main Agreement, all exhibits and appendices to the Main Agreement identified in Paragraphs 8.01 and 8.02, all duly executed amendments, and all Task Orders, including all exhibits and duly executed amendments to such Task Orders.

    a. Main Agreement—See definition at Paragraph 7.01.A.28 below.

4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of a specific Task Order.

6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.

7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

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

10. Construction Contract—The entire and integrated written contract between the Owner and Contractor concerning the Work.

11. Construction Contract Documents—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract. See also definition of "Front-End Construction Contract Documents" below.

12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

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14. Construction Cost—The cost to Owner of the construction of those portions of a Specific Project designed or specified by or for Engineer under a Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to a Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

16. Contractor—The entity or individual with which Owner enters into a Construction Contract.

17. Documents—All documents expressly identified as deliverables in this Main Agreement or in any Task Order, whether in printed or Electronic Document form, required to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.

18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. Effective Date of the Main Agreement—The date indicated in this Main Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Main Agreement is signed and delivered by the last of the two parties to sign and deliver.

20. Effective Date of the Task Order—The date indicated in a specific Task Order on which the Task Order becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.

21. Electronic Document—Any Specific Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

22. Electronic Means—Electronic mail (email), upload/download from a secure Specific Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

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23. Engineer—The individual or entity named as such in this Main Agreement.

24. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to a Specific Project as an independent contractor.

25. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

26. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.

27. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

28. Main Agreement—The portion of the Agreement containing the general terms and conditions of the contract between Owner and Engineer, applicable to all Task Orders, including but not limited to provisions regarding task order procedures, Owner responsibilities, invoice and payment procedures, standard of care, ownership of documents, suspension and termination, and definitions.

29. Owner—The individual or entity named as such in this Main Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.

30. Record Drawings—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

31. Resident Project Representative—As authorized by a specific Task Order, the representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR (if any) will be as set forth in each Task Order.

32. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

33. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

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34. Site—Lands or areas to be indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

35. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

36. Specific Project—A specifically identified and defined total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.

37. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to a Specific Project as an independent contractor.

38. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

39. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

40. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

42. Task Order—A document executed under this Main Agreement by Owner and Engineer (including incorporated exhibits and amendments if any), stating the scope of services, Engineer's compensation, times for performance of services, and other relevant information.

43. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost

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and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.

44. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

45. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

46. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND APPENDICES TO MAIN AGREEMENT; TASK ORDER FORM; EXHIBITS TO TASK ORDER; SPECIAL PROVISIONS

8.01 Exhibits to Main Agreement

The following exhibits are incorporated by reference and included as part of this Main Agreement, and as such are applicable to all Task Orders:

A. Reserved

B. Reserved

C. Exhibit C, Amendment to Main Agreement (form)

D. Reserved

E. Reserved

F. Exhibit F, Electronic Documents Protocol (EDP)

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G. Exhibit G, Insurance

H. Reserved

I. Exhibit I, Limitations of Liability

8.02 Appendices to Main Agreement

A. The following appendices are incorporated by reference and made a part of this Main Agreement:

1. Appendix 1—Reimbursable Expenses Schedule

2. Appendix 2—Standard Hourly Rates Schedule

8.03 Resource Documents: Task Order Form and Exhibits to Task Order

A. The parties acknowledge the accompanying documents, "Task Order Form" and "Exhibits to Task Order." These documents are a resource for the parties' use when a specific Task Order is issued. To the extent practical and applicable to a Specific Project, the parties will use the Task Order Form and Exhibits to Task Order as the basis for preparing the specific Task Order and its exhibits. The Task Order Form and Exhibits to Task Order are not a part of this Main Agreement or binding on the parties except to the extent they serve as the basis for a duly executed Task Order and its exhibits.

8.04 Executed Task Orders and Their Exhibits

A. When a specific Task Order is duly executed by Owner and Engineer, the Task Order and its exhibits become an integral part of the Agreement, governed by the Main Agreement and its exhibits.

8.05 Total Agreement; Amendments to Main Agreement and Task Orders

A. This Agreement (as defined herein) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings.

B. Amendments:

1. This Main Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Such written instruments should be based whenever possible on the format of Exhibit C to this Main Agreement.

2. Amendments and modifications to a Task Order may be made by execution of a new, expressly related Task Order, or by execution of a written amendment to the Task Order.

3. Nothing in any Task Order will be construed as revising or modifying the terms and conditions of the Main Agreement or its exhibits, except as expressly stated in such Task Order.

8.06 Designated Representatives

A. With the execution of this Main Agreement, Engineer and Owner shall each designate a specific individual to act as representative under the Main Agreement. Such an individual must have authority to execute Task Orders, transmit instructions, receive information, and render decisions with respect to this Main Agreement, on behalf of the party that the individual represents.

B. With the execution of each Task Order, Engineer and Owner shall each designate a specific individual to act as representative with respect to the Task Order. Such individual must have

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authority to transmit instructions, receive information, and render decisions with respect to the specific Task Order, on behalf of the party that the individual represents.

8.07 Engineer's Certifications

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.07:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.08 Conflict of Interest

A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.

B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:

1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict-of-interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

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This Main Agreement's Effective Date is April 15, 2025.

Owner: City of Dickinson, ND	Engineer: Moore Engineering, Inc.
By: _____ (individual's signature)	By: _____ (individual's signature)
Date: _____ (date signed)	Date: 04/09/2025 (date signed)
Name: _____ (typed or printed)	Name: Tyson Hajicek, PE (typed or printed)
Title: _____ (typed or printed)	Title: Chief Operating Officer (typed or printed)
Attach evidence of authority to sign.	Attach evidence of authority to sign.
Attest: _____ (individual's signature)	Attest: _____ (individual's signature)
Title: _____ (typed or printed)	Title: Market Leader (typed or printed)
Address for giving notices:	Address for giving notices:
	925 10th Avenue East
	West Fargo, ND 58078
Designated Representative:	Designated Representative:
Name: _____ (typed or printed)	Name: Carl Jackson, PE (typed or printed)
Title: _____ (typed or printed)	Title: Market Leader (typed or printed)
Phone:	Phone: 701-751-8360
Email:	Email: carl.jackson@mooreengineeringinc.com

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EXHIBITS TO MAIN AGREEMENT

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EXHIBIT A—RESERVED

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EXHIBIT B—RESERVED

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EXHIBIT C—AMENDMENT TO MAIN AGREEMENT

AMENDMENT TO MAIN AGREEMENT

Amendment No. **[Enter Amendment Number]**

Owner: **City of Dickinson, ND**
Engineer: **Moore Engineering, Inc.**
Effective Date of Agreement: **April 15, 2025**
Nature of Amendment: (Check those that apply)

☐ Modifications to responsibilities of Owner
☐ Modifications of payment to Engineer
☐ Modifications to term of Main Agreement
☐ Modifications to other terms and conditions of the Main Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.]

Owner and Engineer hereby agree to modify the above-referenced Main Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner: City of Dickinson, ND	Engineer: Moore Engineering, Inc.
By: _____ (individual's signature)	By: _____ (individual's signature)
(Attach evidence of authority to sign.)	(Attach evidence of authority to sign.)
Date: _____ (date signed)	Date: _____ (date signed)
Name: _____ (typed or printed)	Name: _____ (typed or printed)
Title: _____ (typed or printed)	Title: _____ (typed or printed)

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EXHIBIT D—RESERVED

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EXHIBIT E—RESERVED

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EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

Paragraph 6.03 of the Main Agreement is supplemented by the following Exhibit F Paragraph 1.01 and Exhibit F—Attachment 1: Software Requirements for Electronic Document Exchange:

1.01 Electronic Documents Protocol

A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals. References to “Project” will mean the Specific Project, or the facilities program or other combination of projects undertaken with Engineer’s involvement, as the case may be.

1. Basic Requirements

a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.

b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.

c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.

d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with Owner, Engineer, or any Contractor or other entity directly contracted with the Owner to furnish Project-related services. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the Owner or Engineer.

e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any

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applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or (3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.

2. System Infrastructure for Electronic Document Exchange

   a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.

      1) The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP is 4 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.

      2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

   b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

   c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

   d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its costs associated with the revisions to the EDP, delayed adoption of this exhibit, or implementation of other Electronic Documents protocols.

   e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless

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this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the Parties may rely for document archiving during the specified term of operation of such project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.

f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.

g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

B. Software Requirements for Electronic Document Exchange; Limitations

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.

a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

C. Format and Distribution of Deliverables

1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to Owner. Exhibit A of each specific Task Order identifies various Documents that Engineer is required to deliver to Owner as part of Engineer's services; Exhibit B of each specific Task Order is a schedule of such Documents. Engineer will transmit such Documents to Owner in the formats identified in Attachment 1 to this Protocol. If no specific format is identified for a deliverable Document, the format will be Portable Document Format (PDF).

2. If a Document will be distributed to third parties, such as prospective bidders and contractors, reviewing agencies, or lenders, the transmittal format for distribution will

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be as identified in Attachment 1 to this Protocol; provided, however, that if a format for distribution of a specific Document is expressly stated in a specific Exhibit A, then the Exhibit A format will take precedence. If no specific format is identified for distribution of a deliverable Document to third parties, the format will be Portable Document Format (PDF).

a. If a format for Document distribution other than Portable Document Format (PDF) is specified, Owner shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:

   1) The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely, and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third party's application, or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.

   2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or Owner arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.

   3) The third party shall indemnify and hold harmless Owner, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.

   4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction Contract Documents and any specific instructions or conditions established by Owner.

b. If Engineer is required to assist or participate in obtaining such releases from third parties, such services will be categorized as Additional Services.

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D. Requests by Project-Related Parties for Electronic Documents in Other Formats

1. Owner may release (or direct Engineer to release) an Electronic Document version of a Document prepared by or for Engineer, including but not limited to a deliverable Document as set forth in Exhibit F Paragraph 1.01.C, in a format other than those identified in Exhibit F Paragraph 1.01.B or 1.01.C of the Electronic Documents Protocol, or elsewhere in the Agreement, only if (a) a Contractor or other Project-related party (Requesting Party) makes a good faith request for such release, (b) Owner determines in its sole discretion that such release is prudent and will be beneficial to the Project, and (c) Owner obtains Requesting Party's written consent to the four conditions set forth in Exhibit F Paragraph 1.01.C.2.a.1-4 above.

2. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under this Exhibit F Paragraph 1.01.D are Additional Services. Such services may include but are not limited to preparing the data in a manner deemed appropriate by Engineer. Owner may require reimbursement from the Requesting Party for the cost of such Additional Services, but compensation by Owner to Engineer for the Additional Services is not contingent upon Owner obtaining reimbursement from the Requesting Party.

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EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Not Applicable

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EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Main Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

A. In accordance with Paragraph 6.04.A of the Main Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	$500,000
Each employee	$500,000
Policy limit	$500,000
Commercial General Liability	
General Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	$
Each Accident	$
Property Damage	
Each Accident	$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000
Excess or Umbrella Liability	
Each Occurrence	$1,000,000
General Aggregate	$1,000,000
Professional Liability	
Each Claim	$3,000,000
Annual Aggregate	$3,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	$
General Aggregate	$
Other Insurance [Specify]	
Each Claim	$
General Aggregate	$

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B. In accordance with Paragraph 6.04.C of the Main Agreement, the insurance that Owner must procure and maintain, and the policy limits of such insurance, are as follows:

(If left blank, minimum amounts required by law shall be used)

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	$500,000
Each employee	$500,000
Policy limit	$500,000
Commercial General Liability	
General Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	$
Each Accident	$
Property Damage	
Each Accident	$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000
Excess or Umbrella Liability	
Each Occurrence	$1,000,000
General Aggregate	$1,000,000
Professional Liability	
Each Claim	$2,000,000
Annual Aggregate	$2,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	$
General Aggregate	$
Other Insurance [Specify]	
Each Claim	$
General Aggregate	$

1.02 Additional Insureds

A. Owner shall cause Engineer, its Subconsultants, and its Engineer's Subcontractors to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project. The following individuals or entities are to be listed on Owner's general liability policies of insurance (and on Contractor's policies required under Paragraph 6.04.D of the Main Agreement) as additional insureds:

Name of Additional Insured	Address
Moore Engineering, Inc.	**925 10th Avenue East, West Fargo, ND 58078**

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B. During the term of this Main Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.

C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.

D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

E. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

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EXHIBIT H—DISPUTE RESOLUTION —RESERVED

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EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraphs 1.01, Mutual Indemnification; and 1.02, Limitation of Engineer's Liability:

1.01 Mutual Indemnification

A. Indemnification by Owner: Only to the extent ~~To the fullest extent~~ permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

1.02 Limitation of Engineer's Liability

A. Engineer's Liability Limited to Amount of Insurance Proceeds: Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors (hereafter "Owner's Claims"), will be limited to (1) responsibility for payment of all or the applicable portion of any deductibles, either directly to the Engineer's insurers or in settlement or satisfaction, in whole or in part, of Owner's Claims, and (2) total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's applicable insurance policies up to the amount of insurance required under this Agreement.

1. Such limitation will not be reduced, increased, or adjusted on account of legal fees paid, or costs and expenses of investigation, claims adjustment, defense, or appeal.

2. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors, to Owner and anyone claiming by, through, or under Owner, for any and all such uninsured Owner's Claims will not exceed **$500,000.**

Exhibits to Main Agreement. EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition.
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APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses are subject to review and adjustment on an annual basis. Rates and charges for Reimbursable Expenses as of the Effective Date of the Main Agreement are:

Travel Expenses	Project Mileage	Per current IRS rate	per mile
	Lodging	At Cost	
	Meals	At Cost	
	Per Diem	$68.00	per day
Survey Supplies	Iron Pins	$1.25	each
	Fence Posts	$5.00	each
	Motorized Offroad Vehicles | Drone Equipment	$75.00	per day
Miscellaneous	Project Expenses	At Cost	
	Sub Consultants	Cost * 1.15	

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APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

A. Standard Hourly Rates

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

2. The Standard Hourly Rates apply only as specified in the Agreement and the governing Task Order.

3. The Standard Hourly Rates are subject to annual adjustment.

B. Schedule: Hourly rates for services performed on or after the date of the Agreement are:

	Description	Billing Rate Per Hour
1	Principal - SR Project Manager - CSR	$240 - $275
2	Project Manager - SR PE	$225 - $235
0	Technical Advisor I, II, SR	$195 - $300
3	Professional Engineer I, II	$185 - $205
4	Graduate - Project Engineer	$140 - $165
5	Engineering Designer I,II, SR	$150 - $180
6	Engineering Technician I, II, III	$95 - $150
7	Environmental Scientist I, II, II, SR	$155 - $225
8	Environmental Technician Intern, I, II	$95 - $145
9	Hydrogeologist Staff, Project,Professional II, I, SR	$145 - $205
10	Landscape Architect I, II, SR	$130 - $175
11	Project Administrator I, II, SR	$125 - $175
12	Office Administrator I, II, SR	$111 - $170
13	CADD Technician I, II, III	$105 - $150
14	Senior GIS Coordinator - GIS Manager	$180
15	GIS Analyst - GIS Developer	$160 - $170
16	GIS Programmer I,II,III	$140 - $165
17	GIS Technician I, II, III	$115- $160
18	GIS Specialist I, II, III	$145 - $170
19	Land Surveyor - Senior Land Surveyor	$180 - $200
20	Survey Manager	$185
21	Survey Crew Chief I, II - Survey Data Analyst	$155 - $195
22	Project Coordinator - CADD Standards Coordinator	$155 - $185
23	Funding Specialists	$115 - $150
24	Survey Technician I,II, III	$100 - $140
25	Construction Engineer/Specialist, I, II, SR	$155 - $210
26	Drone Operator - Drone Services Coordinator	$150 - $165
27	Administrative Assistant I, II	$85 - $97

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TASK ORDER FORM

This is Task Order No. ___,
consisting of _____ pages.

Task Order

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated April 15, 2025 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

A. Effective Date of Task Order:

B. Owner: City of Dickinson, ND

C. Engineer: Moore Engineering, Inc.

D. Specific Project (title):

E. Specific Project (description):

GENERAL DESCRIPTION OF PROJECT:

PROJECT OBJECTIVES:

2. Services of Engineer

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

[Select one of the following options and delete the others.]

☐ Exhibit A to Task Order, "Engineer's Services for Task Order," as attached to this specific Task Order. **[Attach a scope of services exhibit labeled "Exhibit A." This exhibit will often be based on E-505's published Exhibit A to Task Order, as modified for the specific Task Order; or at the user's option the exhibit may consist of an attached custom-drafted scope of services, or a scope of services set out in a separate document such as a letter or proposal.]**

[or]

☐ as follows: **[Directly insert customized scope of services here.]**

B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.

C. Resident Project Representative (RPR) Services:

1. If the Scope established in Paragraph 2.A above includes RPR services, then Exhibit D to Task Order is expressly incorporated in this Task Order by reference.

D. Additional Services: Services not expressly set forth as Basic Services in Paragraph 2.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, **[if more clarity is needed, identify specific situations qualifying as additional effort, such as those described in Exhibit A to Task Order, Paragraph 2.01]** are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

3. Deliverables Schedule

A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with Exhibit B to Task Order, attached to this specific Task Order.

4. Additions to Owner's Responsibilities

A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order: **[State any supplementary Owner responsibilities applicable to this Task Order here.]**

5. Task Order Schedule

A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: **[Indicate "Not Applicable" if the schedule in Exhibit B, as modified for the specific Task Order, is sufficient.]**

Date	Action / Milestone	Comment

6. Engineer's Compensation

A. The terms of payment are set forth in Article 4 of the Main Agreement.

B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)		
a. Study and Report Phase (A1.02)	$[ ]	[ ]
b. Preliminary and Final Design Phase (A1.03, A1.04)	$[ ]	[ ]
c. Bidding or Negotiating Phase (A1.05)	$[ ]	[ ]
d. Construction Phase (A1.06)*	$[ ]	[ ]
e. Resident Project Representative (A1.06.B.3)*	$[ ]	[ ]
f. Post-Construction Phase (A1.07)	$[ ]	[ ]
g. Commissioning Phase (A1.08)	$[ ]	[ ]
h. Other Services	$[ ]	[ ]
TOTAL COMPENSATION (lines 1.a-h)	$[ ]	[ ]
2. Additional Services (Part 2 of Exhibit A)	$[ ]	[ ]

*Based on a **[TBD]**-month continuous construction period.

C. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved in writing by the Owner.

7. Engineer's Primary Subconsultants for Task Order, as of the Effective Date of the Task Order:

A. [Identify primary Subconsultants]

8. Exhibits and Attachments:

A. Exhibit A to Task Order—Engineer's Services Under Task Order

B. Exhibit B to Task Order—Task Order Deliverables Schedule

C. Exhibit D to Task Order—Duties, Responsibilities, and Limitations of Authority of Resident Project Representative Under Task Order

D. Exhibit E to Task Order-EJCDC® C-626, Notice of Acceptability of Work (Form)

E. Other:

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

The Effective Date of this Task Order is [ ].

OWNER: **City of Dickinson, ND**

By: _____

Print Name: _____

Title: _____

Date: _____

ENGINEER: **Moore Engineering, Inc.**

By: _____

Print Name: _____

Title: _____

Date: _____

Engineer's License or Firm's Certificate No. (if required): 011C

State of: North Dakota

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

E-Mail: _____

Phone: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

E-Mail: _____

Phone: _____

EXHIBITS TO TASK ORDER

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EXHIBIT E—EJCDC® C-626, NOTICE OF ACCEPTABILITY OF WORK (FORM)

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EXHIBIT G—RESERVED

EXHIBIT H—RESERVED

EXHIBIT I—RESERVED

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EXHIBIT A—ENGINEER'S SERVICES UNDER TASK ORDER

Article 1 of the Main Agreement, Services of Engineer, is supplemented to include the following provisions:

Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE 1—BASIC SERVICES

1.01 Management of Engineering Services

A. See Main Agreement, Paragraph 1.03.

1.02 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of the Owner-identified potential solutions listed here:

1) **[List the specific potential solutions to be studied and evaluated here]**.

b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.

c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify **[insert specific number]** alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.

2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.

4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Assess initially available Specific Project information and data, including the Baseline Information set forth at the beginning of this Exhibit A.

6. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related information and data, for Engineer's use in

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the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.

7. After consultation with Owner, recommend the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.

8. Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Specific Project to be designed or specified by Engineer, including but not limited to impacts and mitigating measures identified in previously prepared environmental assessments for the Specific Project provided to the Engineer or being concurrently prepared for Owner by others.

9. Advise the Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement, for use in Specific Project design, or in preparation for Contractor selection and construction.

10. Assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface conditions at the Site; innovative design, contracting, or procurement strategies; project delivery method; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph will be referred to in Exhibit A as "Specific Project Strategies, Technologies, and Techniques."

11. Assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions, plan for the inclusion of sustainable features in the design.

12. Review with Owner the thresholds established in applicable codes, standards, and design criteria specifically governing the ability of the proposed facilities or improvements to perform, and to absorb or avoid damage without suffering complete or substantial failure. As part of the review, identify additional risk assessment studies or tools that are available to evaluate the susceptibility of the facilities or improvements to natural and man-made events beyond the applicable established thresholds. Upon Owner request, as an additional service, perform additional risk assessment studies or tools to further evaluate system resiliency beyond the applicable established thresholds.

13. Utilities, including Underground Facilities

    a. Review any utility mapping and surveys and other utilities documentation made available by Owner. Take note of observable utilities during Site visit.

    b. Identify, in a preliminary manner and to the extent determinable by such mapping or other information provided by Owner, and by observations at the Site, those utilities (whether above-ground utilities of any type, or Underground Facilities) likely to be affected by the Specific Project construction and additional utility facilities or extensions that will be needed to serve the Specific Project.

    c. If the impact on existing utilities or the need for additional utility facilities or extensions cannot reasonably be determined in a preliminary manner from mapping or other information provided by Owner, or such information was not

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available from Owner, then assist Owner in evaluating the need to either obtain additional utility mapping and utility documentation during the Study and Report Phase, or undertake other alternative approaches and contingencies to account for utility uncertainties in this phase.

d. Advise Owner of additional utility documentation and coordination needed during the design and construction phases to adequately assess, mitigate, and manage the impact of the Specific Project (including any additional utility facilities or extensions needed to serve the Specific Project) on existing utilities.

e. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner regarding the extent and identification and mapping of existing Underground Facilities during the design and construction phases.

1) If Owner has retained a land surveyor, utility engineer, or utility consultant, collaborate with such individuals or entities regarding the application of ASCE 38.

14. Inquire regarding survey methodologies and technologies that would aid in addressing Owner's Specific Project requirements. Develop a scope of work and survey limits for any topographic and other surveys necessary for design. For recommended survey deliverables, specify a) required technical specifications; b) pertinent datum; c) survey limits, and d) formats of deliverables. Collaborate with land surveyor, when separately retained by Owner or third party, to develop such scope of work.

15. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s).

a. For each recommended solution, Engineer will separately tabulate Total Project Cost, itemizing those items and services included within the definition of Total Project Costs.

b. Engineer will meet with Owner to discuss the draft Report and receive Owner's comments.

16. Perform or provide the following other Study and Report Phase tasks or deliverables:

a. **[List any such tasks or deliverables here]**.

17. Furnish the Report and any other Study and Report Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.

18. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

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B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the final Report (as revised) and any other Study and Report Phase deliverables.

1.03 Preliminary Design Phase

A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables (if Engineer's services under this Agreement included Study and Report Phase services); selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Specific Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, or enhanced resiliency of the design; indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Specific Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document in writing any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from the selected solution, related Specific Project Strategies, Technologies, or Techniques, sustainable design and resiliency instructions, specific modifications to the Specific Project, or changes, refinements, or supplementation of the Baseline Information.

B. Upon written authorization from Owner, Engineer shall:

1. Review and assess all available Specific Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.

2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data, for Engineer's use in the preparation of a Preliminary Design Phase Report.

3. Prepare a Preliminary Design Phase Report in the following format: **[specify the format that is appropriate to the scope of the design and sufficient for Owner's purposes—ranging from a consolidated and comprehensive narrative report to an assemblage of required documents]**.

4. The Preliminary Design Phase Report will consist of final design criteria, preliminary drawings, a preliminary list of expected specifications, and written descriptions of the Specific Project. The Preliminary Design Phase Report will consider the following matters to the extent applicable to the Specific Project and as necessary to establish the basis of design for proceeding to final design and construction:

a. The Specific Project concept, intent, performance criteria, desired outcomes, Owner's standards and Owner directed improvements and facility elements as established in the Study and Report Phase and as expressly set forth in the Baseline Information section of this Exhibit A (collectively the "Specific Project Goals").

b. Recommended appropriate design criteria for each primary portion and significant discipline of the design necessary to address the Specific Project Goals.

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c. Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; Constituents of Concern; cultural, historical, and archaeological resources at the Site; wetlands information; and evaluations of flora and fauna that may be affected by the Specific Project.

d. The time schedule for completion of the Specific Project in accordance with Specific Project Goals, including any recommended changes to the time required to complete the Final Design Phase (as set forth in Exhibit B, Deliverables Schedule) and estimated schedule(s) for construction.

e. Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.

f. Revised opinions of probable Construction Cost.

g. The impact of Specific Project Strategies, Technologies, and Techniques, sustainable features, and enhanced resiliency selected by Owner for inclusion in the Specific Project on the Specific Project Goals, schedule and probable Construction Cost, including impact of multiple prime construction contracts, separate procurement of materials or equipment, and other alternate project delivery methods when the Specific Project Goals necessitate and Owner authorizes;

h. Construction Phase quality assurance and quality control needs affecting development of Drawings and Specifications and other Final Design and Bidding Phase documents.

i. The effect of permits and authorizations by other entities and utility coordination needs on the Specific Project.

j. Other matters and information pertinent to addressing the Specific Project Goals.

5. In preparing the Preliminary Design Phase Report, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features and enhanced resiliency, as appropriate, pursuant to Owner's instructions.

6. Visit the Site as needed to prepare the Preliminary Design Phase Report.

7. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types described in Article 2 are necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.

8. Above-Ground Utilities

a. Review above-ground utilities information obtained from Owner and from observations at the Site.

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b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.

c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.

9. Underground Facilities

a. Review Underground Facilities data furnished by Owner. Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner to jointly establish a procedure ("Underground Facilities Procedure") for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site, using ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as a basis for establishing such Underground Facilities Procedure.

b. Such Underground Facilities Procedure must take into account the Site and the nature of the Specific Project.

c. Use the Underground Facilities Procedure to aid in the performance of design services:

1) Account for Underground Facilities, based on available information, when advancing the design during the Preliminary Design Phase.

2) The Underground Facilities Procedure will include a plan to keep Underground Facilities information current as Engineer proceeds with the provision of design services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.

3) To manage the potential impact of design changes on Underground Facilities, Engineer shall work together with Owner to modify or reapply the Underground Facilities Procedure as the design progresses and changes.

10. Mitigation of Utilities Conflicts

a. Identify potential conflicts between the Specific Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed in Exhibit A Paragraphs 1.03.B.8 and 9 above, and advise Owner regarding the need for resolution of such conflicts with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.

b. Update the Underground Facilities Procedure as necessary for any Underground Utilities conflicts and relocations.

c. Working together with Owner, jointly identify which specific parties or other entities will be responsible for implementation of the various specific parts of the Underground Facilities Procedure (including those parts that address resolution of Underground Facilities conflicts), and for resolution of above-ground utilities conflicts. Such identification will take into account Owner's authority and standing,

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as owner of the Site, with respect to Underground Facilities and above-ground utilities.

1) To the extent that Owner and Engineer agree that in addition to performing the design-related obligations set forth in Exhibit A Paragraphs 1.03.B.8 and 9, Engineer will also implement any non-design part of the Underground Facilities Procedure (including resolution of Underground Facilities conflicts), or undertake resolution of above-ground utilities conflicts, such additional duties will be Additional Services under Article 2 of this Exhibit A.

11. Surveys, Topographic Mapping, and Utility Documentation

    a. Coordinate with Owner's utility engineer, utility consultant, or land surveyor for the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes, or by the Underground Facilities Procedure.

    b. If no scope of work and procedure for utility documentation has been established, selected, or authorized, then at a minimum Engineer will contact utility owners and obtain available information. Except as otherwise provided in this Agreement, Owner acknowledges that the information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed, and as to Engineer, bidders, and Contractor, the Owner accepts all associated risks. Owner reserves all associated rights as to recourse against the sources of such flawed information and against third parties.

12. Prepare initial draft of a comprehensive permit document that identifies Owner's permit duties, Engineer's permit duties, and Contractor's permit duties, and the schedule for permitting activities.

13. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement in Exhibit A Paragraph 1.03.A.

14. Obtain Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's Bidding/Proposal Documents and Front-End Construction Contract Documents.

    a. Also obtain copies of Owner's standard Bidding/Proposal Documents and Front-End Construction Contract Documents (if other than the EJCDC 2018 Construction Series documents), and any other related documents or content for Engineer to include in drafts of the Specific Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.

    b. Review Owner's instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Specific Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.

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15. Prepare the Preliminary Design Phase Report. This Report will consist of, as appropriate, separate or combined submittals in whole or summary, the Preliminary Design Phase documents listed in Exhibit A Paragraph 1.03.B.4, and Engineer's findings and recommendations for advancing the Specific Project to the Final Design Phase (including Engineer's findings and recommendations, if any, regarding permitting, utilities, and Underground Facilities). The submittal will be in the format of a report, or otherwise organized and assembled for ease and practicality of use.

    a. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and on the basis of information furnished by Owner, assist Owner in tabulating the various cost categories which comprise Total Project Costs.

    b. Engineer will meet with Owner to discuss the draft Preliminary Design Phase submittal and receive Owner's comments.

16. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

    a. **[List any such tasks or deliverables here]**.

17. Furnish the Preliminary Design Phase Report, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner pursuant to the requirements of the Deliverables Schedule in Exhibit B, and review the deliverables with Owner.

18. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

C. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase Report (as revised) and associated documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

1.04 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase Report and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Specific Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Specific Project, or changes, refinements, or supplementation of the Baseline Information.

    1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **[Enter number of contracts]**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

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2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.

3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more separate design professional consultants or prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding/Proposal, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.

B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase Report (as revised) and other Preliminary Design Phase deliverables. As part of the preparation of the Drawings and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows, pursuant to the Deliverables Schedule in Exhibit B:

1. First Final Design Phase draft of all Drawings and Specifications.

2. Second Final Design Phase draft of all Drawings and Specifications, addressing Owner comments and including appropriate design advancement.

3. Final Drawings and Specifications that address Owner comments; complete the design; are suitable for estimating and pricing by prospective Contractors; and are complete and ready for construction.

C. In preparing the Specifications (and any bidding, contract, or other documents that are part of Engineer's scope of services), Engineer shall obtain from Owner or Owner's legal counsel any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and the like, and comply with or account for such constraints in drafting Specifications, Bidding/Proposal Documents, and other Specific Project documents.

D. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:

1. Such documents will be based on the 2018 EJCDC Construction Documents, and on the specific bidding or Contractor selection-related instructions and forms, contract forms, text, or other content received from Owner.

2. When Engineer is required to use other than the 2018 EJCDC Construction Documents, then as required in the Preliminary Design Phase Owner will furnish to Engineer a copy

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of the required documents to be used for the Specific Project's Bidding/Proposal Documents and Front-End Construction Contract Documents. Prior to the first Final Design Phase submittal, Engineer will review the bidding and contracting documents furnished by Owner and provide comments to Owner. Engineer will meet with Owner to discuss Engineer's comments. Owner will consider Engineer's recommendations to revise Owner's documents for the Specific Project.

3. Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.

E. During the Final Design Phase the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. This may include:

1. performing the services assigned to Engineer under the Underground Facilities Procedure described in Exhibit A Paragraph 1.03 above, including but not limited to the design-related tasks in Exhibit A Paragraph 1.03.B.9.

2. addressing required and proposed activities or mitigations identified in the analysis of utilities and by the Underground Facilities Procedure as having an impact on the final design, and considering such in preparing the Drawings and Specifications.

F. Engineer shall perform or furnish the following other Final Design Phase services:

1. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

2. Assist with or prepare applications for permits and approvals, as follows:

a. Update comprehensive permit document created in Preliminary Design Phase for Final Design detail.

b. Prepare the following applications for Owner's submittal to authorities having jurisdiction over the construction or operation of the Specific Project:

1) **[identify specific permit or approval applications]**.

c. Confer with Owner regarding revisions, if any, to the application(s), and make appropriate revisions to the application(s) for Owner's resubmittal to the authority having jurisdiction.

d. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above, including applications for review or approval of the final design.

e. Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.

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f. Unless expressly indicated otherwise, Engineer's scope and budget includes attending one meeting or conference call with each permit and approval-issuing agency to discuss the Specific Project and receive the agency's comments on the application.

g. Engineer does not guarantee issuance of any required permit or approval.

h. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.

3. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the interim and final deliverables of the Drawings and Specifications.

4. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing specific protocols for the transmittal of Specific Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website.

5. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

6. Review the preliminary schedule for the Construction Phase and advise Owner when initial understanding of the Construction Contract Times must or should be revised, and furnish Owner with recommendations on revisions to the proposed Construction Contract Times.

7. Engineer's project manager and other appropriate staff will participate in the following meetings and conference calls:

a. First draft design review meeting at Owner's office.

b. Second draft design review meeting at Owner's office.

c. **[Indicate others as appropriate for the Specific Project]**.

d. Engineer will prepare and distribute minutes of each such meeting and conference call, indicating attendees, topics discussed, decisions made, and action items for follow-up.

8. Perform or provide the following other Final Design Phase activities or deliverables:

a. **[List any such tasks or deliverables here]**.

G. Engineer shall complete the Final Design Phase as follows:

1. Pursuant to the requirements of the Deliverables Schedule in Exhibit B, furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications (as set forth in Exhibit A Paragraph 1.04.B.3 above); assembled drafts of other Construction Contract Documents including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion

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of probable Construction Cost; and any other Final Design Phase deliverables, and review the deliverables with Owner.

2. Revise the final Design Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

3. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications; assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.

1.05 Bidding/Proposal Phase

A. After acceptance by Owner of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other Final Design Phase deliverables, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work; assist Owner in issuing assembled Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; if applicable, maintain a record of prospective contractors to which documents have been issued; attend pre-bid conferences, if any; and receive and process contractor deposits or charges, if any, for the issued documents.

a. **[List method (such as Owner's procurement website, commercial plan room or web service, distribution by Engineer, etc.) that Owner will use for distributing Bidding Documents here]**

2. Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents.

3. If the issued documents require, Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Exhibit A Paragraph 2.01.A.2.

4. Attend the bid opening; prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.

5. Provide information or assistance needed by Owner in the course of any review of bids, proposals, or negotiations with prospective contractors.

6. Consult with Owner as to the qualifications of prospective contractors.

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7. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

9. Perform or provide the following other Bidding/Proposal Phase tasks or deliverables:

    a. **[List any such tasks or deliverables here]**.

10. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

1.06 Construction Phase

A. After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, number of prime construction contracts, and other construction requirements of the Specific Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from specific modifications to the Specific Project.

    1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified. With the exception of such expressly required services, Engineer shall have no design, Submittal (including Shop Drawing) review, or other obligations during construction, and Owner assumes all responsibility for providing or arranging for all other necessary Construction Phase administrative, engineering, and professional services.

    2. Owner waives all claims against Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A. Notwithstanding the foregoing waiver, Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.

B. Upon successful completion of the Bidding/Proposal Phase, and upon written authorization from Owner, Engineer shall provide the following services:

    1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018) or other construction general conditions specified in this Agreement. Except as

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otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.

a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity (other than Engineer) responsible for the additional responsibilities in the Construction Contract.

b. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.

c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.

2. Field Office: **[Delete or edit as applicable to the Specific Project]** Engineer and Resident Project Representative (if any) will be based in a field office at the Site. The field office will be furnished and maintained at Owner's expense, and will include reasonable furnishings, all required temporary utilities (including internet service) and facilities, and be secured for Engineer's (and RPR's) exclusive use.

3. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist Engineer and to provide more extensive observation of Contractor's Work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. **[If Engineer will not be providing RPR services under the specific Task Order, then delete this Paragraph 3 by inserting the word "DELETED" after the paragraph title; do not include Exhibit D as an exhibit to the specific Task Order; and do not include RPR compensation in Paragraph 7 of the Exhibit specific Task Order.]**

4. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform required testing services.

5. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.

6. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

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7. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

8. Schedules: Receive, review, and, and, subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the progress schedule, schedule of submittals, and schedule of values. Advise Contractor in writing of Engineer's comments or acceptance of schedules.

    a. Schedules will be acceptable to Engineer as to form and substance:

        1) Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

        2) Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.

        3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

9. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

10. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.

11. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of the Work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, including its RPR, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is

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proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.

b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to by this Agreement and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Construction Contract Documents. Engineer will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

12. Defective Work: If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.

    a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.

    b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

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13. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Specific Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

14. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

15. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

16. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

17. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

18. Change Proposals and Claims

    a. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

    b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

19. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.

20. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered

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by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Specific Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's Submittal schedule that Engineer has accepted.

21. Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.

22. Inspections and Tests

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.

    c. Issue written requests to Contractor that specific portions of the Work remain uncovered.

    d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    e. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

23. Contractor's Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, within the limits of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to

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such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

24. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Exhibit A Paragraph 1.06.B.20. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.

25. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

26. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables:

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a. **[List any such tasks or deliverables here]**.

27. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:

a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;

b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;

c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and

d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using EJCDC® C-626, Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

28. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

C. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor. If the Specific Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.04.A.1, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

1.07 Post-Construction Phase

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Specific Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner

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in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Specific Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:

    a. **[List any such tasks or deliverables here]**.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner's Written Authorization

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.

1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.

2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:

    a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items;

    b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Specific Project;

    c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and

    d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

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4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Implement coordination of Engineer's services with other parts of the Specific Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Specific Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.

6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Specific Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).

7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

11. To the extent the Specific Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.

12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

2.02 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.

1. Obtain or provide specified additional Specific Project-related information and data to enable Engineer to complete its Basic and Additional Services.

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2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.

3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

5. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.

7. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.

8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.

9. Undertaking investigations and studies including, but not limited to:

    a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;

    b. detailed consideration of operations, maintenance, and overhead expenses;

    c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Specific Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

    d. preparation of appraisals;

    e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.

    f. detailed quantity surveys of materials, equipment, and labor; and

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g. audits or inventories required in connection with construction performed or furnished by Owner.

10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.

11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

12. Providing the following services:

    a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.

    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).

14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

15. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.

16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

17. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.

18. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Specific Project or implementing other Electronic Documents protocols among Specific Project participants.

19. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to

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Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.

20. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
21. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
22. Supplementing Record Drawings with information regarding the completed Specific Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
23. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
24. Preparation of operation, maintenance, and staffing manuals.
25. Protracted or extensive assistance in refining and adjusting of Specific Project equipment and systems (such as initial startup, testing, and balancing).
26. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
27. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related recordkeeping.
28. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Specific Project (but not including disputes between Owner and Engineer).
29. Overtime work requiring higher than regular rates.
30. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
31. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
32. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

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33. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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EXHIBIT B—TASK ORDER DELIVERABLES SCHEDULE

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

Under the governing Task Order the Engineer shall furnish Documents to Owner as required in Column 2 of the following table (and as further described in Exhibit A), according to the schedule in Column 4. Owner shall comment or take other identified actions with respect to the Documents as indicated in Column 2 (and as further described in Exhibit A), according to the schedule in Column 4.

Party	Action	Exhibit A Reference	Schedule
Engineer	Submit **[number]** review copies of the Report and other Study and Report Phase deliverables to Owner.	1.02.A.17	Within **[number]** days of the Effective Date.
Owner	Submit comments regarding the Report and other Study and Report Phase deliverables to Engineer.	1.02.A.18	Within **[number]** days of the receipt from Engineer of the Report and other Study and Report Phase deliverables.
Engineer	Submit **[number]** copies of the revised Report and other Study and Report Phase deliverables to Owner.	1.02.A.18	Within **[number]** days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Submit **[number]** review copies of the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.17	Within **[number]** days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	1.03.B.18	Within **[number]** days of the receipt from Engineer of Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit **[number]** copies of the revised Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	1.03.B.18	Within **[number]** days of the receipt of Owner's comments regarding the Preliminary Design Report, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Submit **[number]** copies of the first Final Design Phase draft of Drawings and Specifications to Owner.	1.04.B.1	Within **[number]** days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the first Final Design Phase draft of Drawings and Specifications to Engineer.	1.04.B.1	Within **[number]** days of the receipt of the first final Design Phase drafts of Drawings and Specifications from Engineer.
Engineer	Submit **[number]** copies of the second Final Design Phase drafts of Drawings and Specifications to Owner.	1.04.B.2	Within **[number]** days of the receipt of Owner's comments and instructions regarding the first Final Design Phase drafts of Drawings and Specifications.

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Party	Action	Exhibit A Reference	Schedule
Engineer	Submit **[number]** of copies of draft Bidding/Proposal and Front-End Construction Contract Documents, as required, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Owner.	1.04.D.3; 1.04.F.8	Concurrent with submittal to Owner of the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications to Engineer.	1.04.B.2	Within **[number]** days of the receipt from Engineer of the second Final Design Phase drafts of Drawings and Specifications.
Engineer	Submit **[number]** copies of the final, completed, pricing-ready and construction-ready Drawings and Specifications to Owner.	1.04.B.3 and 1.04.G.1	Within **[number]** days of the receipt of Owner's comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications to Engineer.	1.04.G.2	Within **[number]** days of the receipt from Engineer of the final, completed, pricing-ready and construction-ready Drawings and Specifications.
Owner	Submit comments and instructions regarding drafts of Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Engineer.	1.04.D.3; 1.04.F.8	Concurrent with Owner's submittal of comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications.
Engineer	Submit to Owner: **[number]** copies of the revised final, completed, pricing-ready and construction-ready Drawings and Specifications; and **[number]** of copies of assembled Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.	1.04.G.2; 1.04.G.3	Within **[number]** days of receipt of Owner's final comments and instructions regarding the regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications, the Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.
Engineer	Submit **[number]** copies of Bidding/Proposal Phase deliverables (if any) identified in Exhibit A Paragraph 1.05.A.9.a to Owner.	1.05.A.9.a	Within **[number]** days of written authorization by Owner to proceed with Bidding/Proposal Phase services.
Engineer	Submit **[number]** copies of Construction Phase deliverables (if any) identified in Exhibit A Paragraph 1.06.B.26.a to Owner.	1.06.B.26.a	Within **[number]** days of **[applicable benchmark event such as commencement of the Construction Contract Times]**

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Party	Action	Exhibit A Reference	Schedule
Engineer	Submit **[number]** copies of Post-Construction Phase deliverables (if any) identified in Exhibit A Paragraph 1.07.A.3.a to Owner.	1.07.A.3.a	Within **[number]** days of Substantial Completion.

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EXHIBIT D -- DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE UNDER TASK ORDER

ARTICLE 1—RESIDENT PROJECT REPRESENTATIVE SERVICES

Article 1 of the Main Agreement, Services of Engineer, and Exhibit A, Engineer's Services Under Task Order, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:

1.01 Resident Project Representative

A. Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. The RPR will provide full-time representation **[revise if representation will be less than full time]**.

C. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A Paragraph 1.06 are applicable.

1.02 Duties and Responsibilities of RPR

A. The duties and responsibilities of the RPR are as follows:

1. General: RPR's dealings in matters pertaining to the Work in general will be with Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

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4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. Liaison

    a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

    b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

    c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.

7. Shop Drawings, Samples, and other Submittals

    a. Receive Samples that are furnished at the Site by Contractor.

    b. Receive Contractor-approved Shop Drawings.

    c. Receive other Submittals from Contractor.

    d. Record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals.

    e. Notify Engineer of availability of Samples for examination, and forward Contractor-approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.

    f. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. Review of Work; Defective Work

    a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents,

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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.

c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. Inspections, Tests, and System Start-ups

a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

f. Nothing in this Agreement will be construed to require RPR to conduct inspections.

11. Records

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

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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 company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.

12. Reports

a. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft responses to or make recommends on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. Completion

a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

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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).

1.03 Limitations of Authority

A. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

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EXHIBIT E—EJCDC® C-626, NOTICE OF ACCEPTABILITY OF WORK (FORM)

NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)

Owner:	Owner's Project No.:
Engineer:	Engineer's Project No.:
Contractor:	Contractor's Project No.:
Project:	
Contract Name:	
Notice Date:	Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer:

By (signature): _____

Name (printed): _____

Title: _____

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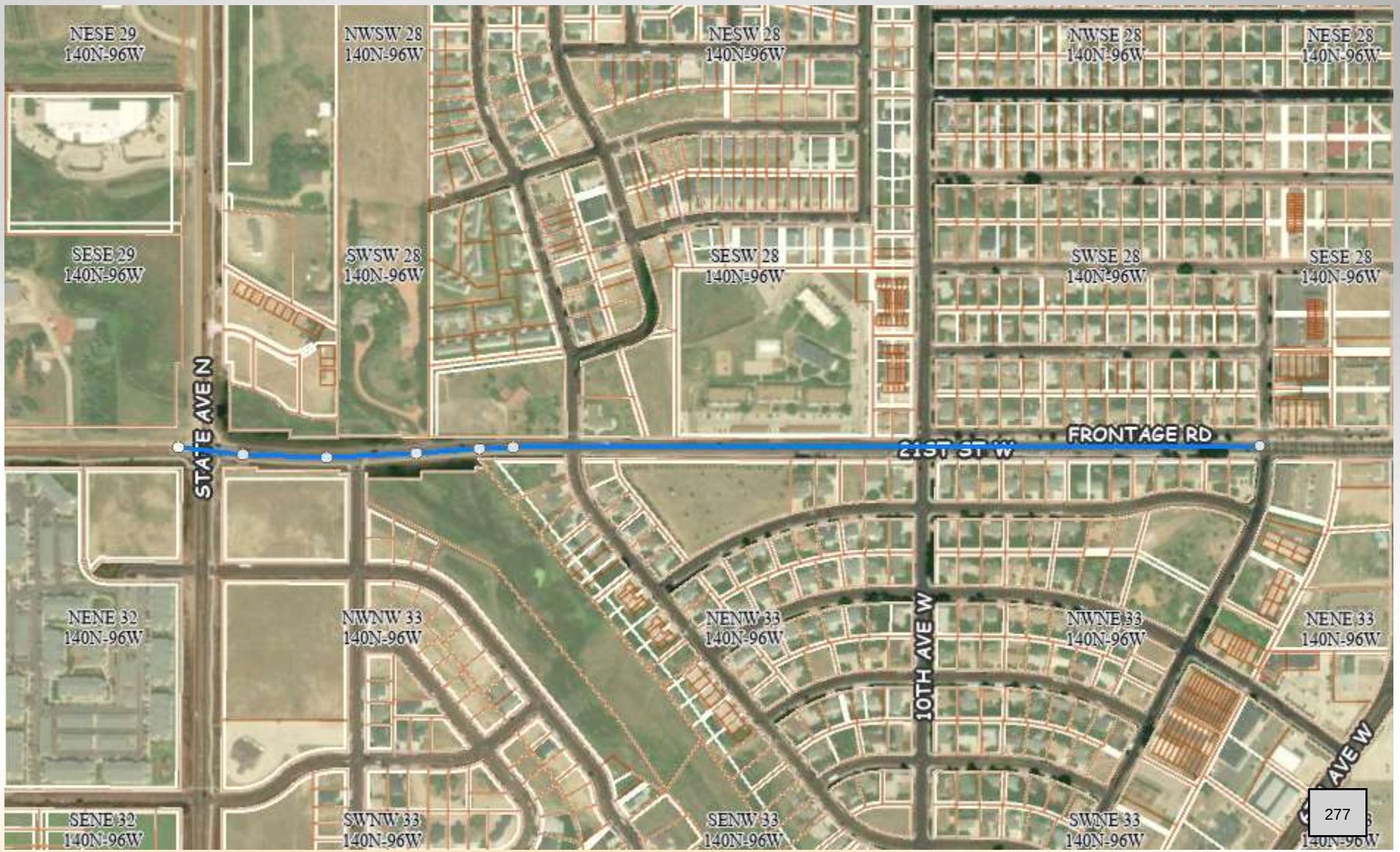
21st ST W – STATE AVE to 3rd AVE W Vicinity Map

- Mill and Overlay to Prairie Ave.
- Street Lighting Entire Route



CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota

Engineering Memorandum

April 9, 2025

RE: April 15th Commission Meeting

21st ST W – STATE AVE to 3rd AVE W PROJECT TASK ORDER AWARD TO MOORE ENGINEERING, INC.

For your consideration is a task order with Moore Engineering, Inc. to perform engineering services for the City of Dickinson Project Number 202506, 21st St. W. – State Ave. to 3rd Ave. W. project for an hourly not to exceed fee as specified in the task order t of **$183,835.00**. This task order is in reference to the proposal received through a request for proposal where eight proposal were received. Moore Engineering, Inc. scored the highest based on their proposal for the project. The project scope of work will include a mill and overlay of the existing asphalt pavement from State Avenue to Prairie Avenue, and new street lighting from State Avenue to 3rd Avenue West. All project plans, specifications, and technical requirements will meet the North Dakota Department of Transportation (NDDOT) requirements.

The scope of work included in this task order are; topographic survey, preliminary design to meet NDDOT requirements and specifications, categorical exclusion by design and applicable environmental documents as required by the NDDOT, 18 pedestrian ramp designs, approximately 750-feet of new sidewalk on the north side of 21st St. W. adjacent to the Dickinson Drainageway, and final design to meet the bid readiness classification by the NDDOT.

The project was included on the 2025 Capital Improvement Plan budget funded through Gross Production Tax. The project plans and specifications are intended to remain on the NDDOT bid ready list until funding is available for construction and construction engineering which is anticipated to be approximately 80.93% by the Federal Highway Administration.

The City Engineering staff recommends approval.

TASK ORDER FORM

This is Task Order No. 1, consisting of 3 pages.

Task Order No. 1

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated April 15, 2025 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

A.	Effective Date of Task Order:	April 15, 2025
B.	Owner:	City of Dickinson, ND
C.	Engineer:	Moore Engineering, Inc.
D.	Specific Project (title):	21st St. West - State Ave. to 3rd Ave. West
E.	Specific Project (description):	Preliminary engineering and final design for City of Dickinson project #202506: 21st St. West from State Ave. to 3rd Ave. West.

GENERAL DESCRIPTION OF PROJECT: The Project is an east-west corridor that provides access from State Avenue to Highway 22 and serves mostly residential and commercial areas. The scope generally consists of an asphalt pavement mill and overlay from State Avenue to Prairie Avenue, sidewalk and ADA improvements, street lighting and related work.

PROJECT OBJECTIVES: Engineer's services include preliminary engineering, surveying and final design for Owner to have shelf ready plans for a future construction project. The Project does not include bidding or construction phase services.

2. Services of Engineer

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

Exhibit A to Task Order, "Engineer's Services Under Task Order No. 1," as attached to this specific Task Order.

B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.

C. Resident Project Representative (RPR) Services: Not Included

D. Additional Services: Services not expressly set forth as Basic Services in Paragraph 2.A above require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition.
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3. Deliverables Schedule

A. Exhibit B to Task Order as shown in the Main Agreement is not applicable to this specific Task Order. Refer to Paragraph 5 below.

4. Additions to Owner's Responsibilities

A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order: lighting design standards and light pole material specifications.

5. Task Order Schedule

A. The parties shall meet the following schedule:

1. CATEX by Definition (CED) will be completed by July 2025.
2. Plan in Hand field review (PS&E meeting) will be held in October 2025.
3. Final certifications and project completion will be in November 2025.

6. Engineer's Compensation

A. The terms of payment are set forth in Article 4 of the Main Agreement.

B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)		
a. Study and Report Phase (A1.02)	N/A	N/A
b. Preliminary and Final Design Phase (A1.03, A1.04)	$183,835	Hourly Rates
c. Bidding or Negotiating Phase (A1.05)	N/A	N/A
d. Construction Phase (A1.06)*	N/A	N/A
e. Resident Project Representative*	N/A	N/A
f. Post-Construction Phase (A1.07)	N/A	N/A
g. Commissioning Phase	N/A	N/A
h. Other Services	N/A	N/A
TOTAL COMPENSATION (lines 1.a-h)	$183,835	Hourly Rates
2. Additional Services (Part 2 of Exhibit A)	N/A	N/A

*Based on a **[TBD]**-month continuous construction period.

C. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. Engineer may alter the distribution of compensation

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between individual phases (line items) to be consistent with services actually rendered but shall not exceed the total compensation amount unless approved in writing by the Owner.

7. Engineer's Primary Subconsultants, as of the Effective Date of the Task Order:

A. Prairie Engineering (Lighting Design)

8. Exhibits and Attachments:

A. Exhibit A to Task Order—Engineer's Services Under Task Order

B. Other: Not Applicable

Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

The Effective Date of this Task Order is April 15, 2025.

OWNER: **City of Dickinson, ND**	ENGINEER: **Moore Engineering, Inc.**
By: _____	By: _____
Print Name: _____	Print Name: Carl Jackson, PE
Title: _____	Title: Market Leader
Date: _____	Date: _____
	Engineer's License or Firm's Certificate No. (if required): 011C
	State of: North Dakota
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: Josh Skluzacek, PE	Name: Carl Jackson, PE
Title: City Engineer	Title: Market Leader
E-Mail: joshua.skluzacek@dickinsongov.com	E-Mail: carl.jackson@mooreengineeringinc.com
Phone: 701-456-7744	Phone: 701-751-8389

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EXHIBIT A—ENGINEER'S SERVICES UNDER TASK ORDER

Article 1 of the Main Agreement, Services of Engineer, is supplemented to include the following provisions:

Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE 1—BASIC SERVICES

1.01 Management of Engineering Services

A. See Main Agreement, Paragraph 1.03.

1.02 Study and Report Phase—Not Included. Some tasks that are normally performed during this phase will be completed as part of the Preliminary Design Phase.

1.03 Preliminary Design Phase

A. Upon authorization from Owner, Engineer shall:

1. Facilitate a kickoff meeting and field review with Owner's personnel and NDDOT. Conduct a preliminary field assessment to identify the location of necessary field surveys, prior to survey crew mobilization.

2. Advise Owner if additional reports, data, information, or services are necessary.

3. Identify, consult with, and analyze requirements of authorities having jurisdiction to permit or approve construction or operation of the portions of the Specific Project to be designed or specified by Engineer.

4. Review and assess all available Specific Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.

5. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data, for Engineer's use.

6. Above-Ground Utilities

a. Review above-ground utilities information obtained from Owner and from observations at the Site.

b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.

7. Underground Facilities

a. Review Underground Facilities data furnished by Owner. Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner to jointly establish a procedure for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site.

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b. Such procedure must take into account the Site and the nature of the Specific Project. Use the procedure to aid in the performance of design services:

1) Account for Underground Facilities, based on available information, when advancing the design during the Preliminary Design Phase.

2) The procedure will include a plan to keep Underground Facilities information current as Engineer proceeds with the provision of design services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.

3) To manage the potential impact of design changes on Underground Facilities, Engineer shall work together with Owner to modify or reapply the procedure as the design progresses and changes.

8. Mitigation of Utilities Conflicts

a. Identify potential conflicts between the Specific Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed and advise Owner regarding the need for resolution of such conflicts with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.

b. Working together with Owner, jointly identify which specific parties or other entities will be responsible for resolution of Underground Facilities or above-ground utilities conflicts. Such identification will take into account Owner's authority and standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.

c. Services associated with resolving above-ground utilities and Underground Facilities conflicts are not included and would be provided as Additional Services.

9. Surveys, Topographic Mapping, and Utility Documentation

a. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Surveys are limited to the following:

1) The project will begin at the concrete/asphalt pavement transition east of State Street and end prior to the 3rd Avenue West intersection.

2) Limited street design survey necessary to evaluate existing cross slope (centerline and edge of pavement), sidewalk additions and areas for full-depth pavement repairs or ponding in existing gutters.

3) Design survey of 18 accessibility ramps anticipated for reconstruction.

4) Existing utility locations based on one-call requests coordinated with Owner's geotechnical engineer.

b. Conduct a visual inspection of manholes to document the condition and obtain information to determine if repairs are necessary. Manhole inspections will include photo documentation and a summary report that will be provided to Owner.

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10. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

    a. Evaluate Owner's existing water distribution system GIS data, record drawings, and data related to water main breaks, valve operations and hydrant spacing, then coordinate with Owner to determine if improvements to the water distribution system are necessary. Detailed survey and design related to the water distribution system are not included and would be provided as Additional Services.

    b. Coordinate with Owner's geotechnical engineer to confirm the scope of work related to geotechnical data collection and analysis.

    c. Mill & overlay will be accomplished by a uniform depth across the entire pavement width, rather than variable depths along the corridor.

    d. Locations for full-depth pavement repairs will be identified during the kickoff meeting field review, documented during the initial topographic survey mobilization, and indicated on construction drawings.

    e. Accessibility ramp repairs are anticipated at 18 ramps within the project limits. Ramp design will be Level 3 as defined by NDDOT to include grades and spot elevations shown for each ramp.

    f. Valley gutters and curb and gutter will only be designed if repairs are deemed necessary during the field review.

    g. Sidewalk design will be completed for approximately 1,700 feet of new sidewalk on the north side of 21st Street West between State Street and the apartment complex.

    h. Lighting design will include street lighting systems (poles, fixtures, cable/conduit, etc.) with the assumption that new electrical utility services will need to be moved or upgraded. Services related to traffic signals, pedestrian crossings, or other electrical items are not included and would be provided as Additional Services.

    i. Designing side street intersection pavement transitions is not included.

    j. Obtaining temporary construction easements or curb ramp agreements, and right-of-way acquisition is not included.

11. Complete environmental documentation as follows:

    a. Prepare a Categorical Exclusion by Definition (CED) checklist to be submitted for review and approval by NDDOT. Engineer's services are based on Section 106 coordination (Class I, desktop).

    b. Wetlands evaluation and US Army Corps of Engineers (USACE) Section 404 permit coordination is included for approximately 750' of new sidewalk on the north side of 21st Street West adjacent to the Dickinson Drainageway.

        1) Conduct aquatic resource (wetlands) delineation and soil classification survey.

        2) Prepare and submit a report to USACE for jurisdictional determination and identification of mitigation requirements, if any.

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12. Prepare Preliminary Design Phase documents consisting of preliminary drawings, outline specifications (plan notes), and written descriptions of the Project. Specifications will be included as plan notes and incorporating NDDOT standards by reference. Drawings are anticipated to include plan-view street drawings, accessibility ramp grading details, miscellaneous details, plan notes and general sheets.

13. Prepare an opinion of probable Construction Cost and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

14. Obtain and review Owner's instructions regarding Owner's procurement of construction services according to NDDOT bidding and construction requirements.

15. Furnish electronic (PDF) review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner. Within 10 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items and decisions required in order for Engineer to commence with Final Design Phase services.

16. Facilitate a review meeting with Owner prior to commencement of Final Design Phase.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase deliverables.

1.04 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Specific Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Specific Project, or changes, refinements, or supplementation of the Baseline Information.

1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **one (1)**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

B. Upon authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase tasks and deliverables and subsequent comments received during the Preliminary Design Phase review meeting.

C. During the Final Design Phase the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized.

D. Engineer shall perform or furnish the following other Final Design Phase services:

1. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

2. Assist with or prepare applications for permits and approvals, as follows:

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a. Prepare the following applications for Owner's submittal to authorities having jurisdiction over the construction or operation of the Specific Project:

1) Section 404 permit application related to new sidewalk (only if required).

b. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of the authorities having jurisdiction listed above.

c. Identify and indicate in the Construction Contract Documents the permits and approvals for which Contractor will be responsible, including work permits, building permits, and other permits and approvals that will be Contractor's responsibility; and, in addition, indicate those permits initially obtained by Owner for which Contractor will be a co-permittee, together with associated requirements.

d. Engineer does not guarantee issuance of any required permit or approval. More than one submittal for the same application due to factors beyond Engineer's control will be considered Additional Services.

e. Fees charged by authorities having jurisdiction for such permits or approvals are the responsibility of Owner.

3. Prepare utility conflict plans required for NDDOT.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the final deliverables.

5. Perform or provide the following other Final Design Phase task or deliverables:

a. Provide certifications required for final submittal to NDDOT.

6. Furnish for review by Owner electronic (PDF) copies of the final Drawings and review them with Owner. Within 10 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

7. Facilitate a review meeting with Owner to review Final Design Phase comments.

8. Revise the final Drawings and submit electronic (PDF) final copies of such documents to Owner within 10 days after receipt of Owner's comments and instructions.

E. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner final Drawings and any other deliverables, as revised.

1.05 Bidding/Proposal Phase—Not Included

1.06 Construction Phase—Not Included

1.07 Post-Construction Phase—Not Included

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ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner's Written Authorization—None

2.02 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Paragraph 7 of the governing Task Order.

1. Obtain or provide specified additional Specific Project-related information and data to enable Engineer to complete its Basic and Additional Services.

2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.

3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.

4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

5. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

6. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.

7. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.

8. Preparing a project manual, bidding documents and construction contract documents associated with an EJCDC construction contract.

9. Services associated with public involvement, including meetings, mailings and other associated tasks.

10. Services resulting from Owner's request to modify previously approved deliverables.

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11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

12. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.

13. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Specific Project (but not including disputes between Owner and Engineer).

14. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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CITY OF Dickinson North Dakota

Engineering Memorandum

April 9, 2025

RE: April 15th Commission Meeting

202316 – NORTH INDUSTRIES STREET AND STORM PROJECT – BID AWARD TO CENTRAL SPECIALTIES, INC.

For your consideration is a bid award for the project number 202316 – North Industries Street and Storm project. The bid opening took place at City Hall on Friday April 4, 2025 where two bids were received. The engineer's opinion of probable cost was $1,429,653.75, and the total bid was ***$973,341.76*** – a difference of approximately -32 percent. The key bid items that were less than the engineer's opinion of probable cost was: contract bond, mobilization for asphalt paving, traffic control, temporary cover crop and mulch, topsoil, and gravel surfacing of 4-inches.

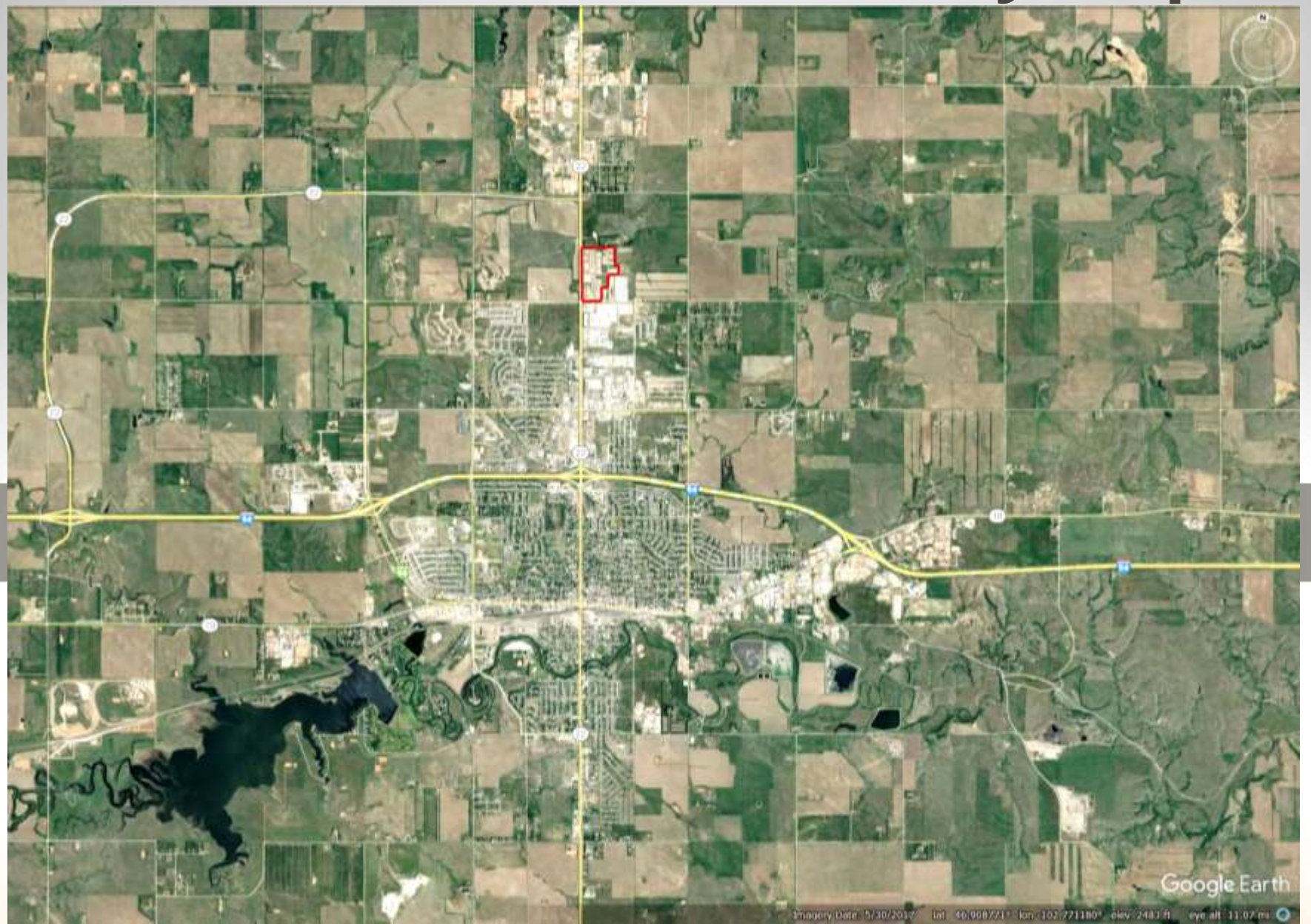
Key attributes to the project include:

- Cement treated subgrade throughout the project area
- 4-inches of a City of Dickinson supplied crushed concrete and recycled asphalt blended aggregate base material
- 4-inch asphalt pavement for the Highway 22 Frontage Road from 43rd Street West to 45th Street West
- Storm sewer culvert improvements to include limited borrow ditch grading improvements intended to reduce the frequency and severity of storm water impacts to the adjacent properties

The construction is planned to be completed during the 2025 construction season. The project was budget in the 2025 capital improvement project plan with the following funding sources; Gross Production Tax (GPT).

The city engineering staff recommends approval.

North Industries – Vicinity Map



North Industries – Project Area Map

North

HIGHLANDS ENGINEERING

office 701 483 2444
fax 701 483 2610

email info@highlandseng.com
web www.highlandseng.com

Highlands Engineering & Surveying, PLLC
319 24th Street East | Dickinson, ND 58601

TABULATION OF PROJECT BIDS FOR NORTH INDUSTRIES STREETS & STORMWATER

Project No.: 202316 **Bid Opening Date/Time:** April 4, 2025 @ 10:00 am

No.	Description	Units	Quantity	ENGINEER'S ESTIMATE Highlands Engineering		CENTRAL SPECIALTIES, INC. Alexandria, MN				NORTHERN IMPROVEMENT CO. Dickinson, ND			
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price % Difference	% of Total Difference	Unit Price	Total Amount	Unit Price % Difference	% of Total Difference
1	CONTRACT BOND	LSUM	1	$ 10,000.00	$ 10,000.00	$ 1,000.00	$ 1,000.00	-90.0%	-2.0%	$ 4,375.00	$ 4,375.00	-56.3%	-1.9%
2	MOBILIZATION - ASPHALT PAVING	LSUM	1	$ 75,000.00	$ 75,000.00	$ 20,000.00	$ 20,000.00	-73.3%	-12.1%	$ 3,000.00	$ 3,000.00	-96.0%	-24.3%
3	MOBILIZATION - ALL OTHER ITEMS	LSUM	1	$ 75,000.00	$ 75,000.00	$ 75,000.00	$ 75,000.00	0.0%	0.0%	$ 89,500.00	$ 89,500.00	19.3%	4.9%
4	TRAFFIC CONTROL	LSUM	1	$ 20,000.00	$ 20,000.00	$ 7,500.00	$ 7,500.00	-62.5%	-2.7%	$ 45,000.00	$ 45,000.00	125.0%	8.4%
5	FIBER ROLLS 12IN	LF	132	$ 4.00	$ 528.00	$ 5.71	$ 753.72	42.8%	0.0%	$ 6.57	$ 867.24	64.3%	0.1%
6	TEMPORARY COVER CROP & MULCH	SY	1,463	$ 1.50	$ 2,194.50	$ 0.55	$ 804.65	-63.3%	-0.3%	$ 0.63	$ 921.69	-58.0%	-0.4%
7	PERMANENT SEED	SY	1,991	$ 2.00	$ 3,982.00	$ 1.91	$ 3,802.81	-4.5%	0.0%	$ 2.20	$ 4,380.20	10.0%	0.1%
8	EROSION CONTROL BLANKET	SY	1,463	$ 6.00	$ 8,778.00	$ 8.60	$ 12,581.80	43.3%	0.8%	$ 9.89	$ 14,469.07	64.8%	1.9%
9	REMOVE & REPLACE LANDSCAPING	LSUM	1	$ 2,500.00	$ 2,500.00	$ 2,000.00	$ 2,000.00	-20.0%	-0.1%	$ 2,300.00	$ 2,300.00	-8.0%	-0.1%
10	RELOCATE SIGN OR MAILBOX	EA	4	$ 500.00	$ 2,000.00	$ 525.00	$ 2,100.00	5.0%	0.0%	$ 550.00	$ 2,200.00	10.0%	0.1%
11	REMOVE BITUMINOUS SURFACING	TON	544	$ 18.00	$ 9,792.00	$ 22.00	$ 11,968.00	22.2%	0.5%	$ 30.00	$ 16,320.00	66.7%	2.2%
12	REMOVE PIPE ALL TYPES AND SIZES	LF	178	$ 12.00	$ 2,136.00	$ 44.00	$ 7,832.00	266.7%	1.2%	$ 41.00	$ 7,298.00	241.7%	1.7%
13	REMOVAL OF CATCH BASIN	EA	1	$ 1,500.00	$ 1,500.00	$ 3,000.00	$ 3,000.00	100.0%	0.3%	$ 1,276.50	$ 1,276.50	-14.9%	-0.1%
14	COMMON EXCAVATION-WASTE	CY	1,946	$ 15.00	$ 29,190.00	$ 25.50	$ 49,623.00	70.0%	4.5%	$ 27.00	$ 52,542.00	80.0%	7.9%
15	TOPSOIL	CY	311	$ 18.00	$ 5,598.00	$ 8.00	$ 2,488.00	-55.6%	-0.7%	$ 14.00	$ 4,354.00	-22.2%	-0.4%
16	STORM SEWER CONNECTION	EA	1	$ 750.00	$ 750.00	$ 500.00	$ 500.00	-33.3%	-0.1%	$ 5,002.50	$ 5,002.50	567.0%	1.4%
17	STORM SEWER INLET-TYPE 1	EA	2	$ 7,500.00	$ 15,000.00	$ 4,500.00	$ 9,000.00	-40.0%	-1.3%	$ 5,980.00	$ 11,960.00	-20.3%	-1.0%
18	STORM SEWER MANHOLE-SHALLOW	EA	1	$ 10,000.00	$ 10,000.00	$ 7,200.00	$ 7,200.00	-28.0%	-0.6%	$ 9,717.50	$ 9,717.50	-2.8%	-0.1%
19	PIPE CONDUIT 12IN-STORM DRAIN	LF	65	$ 110.00	$ 7,150.00	$ 110.00	$ 7,150.00	0.0%	0.0%	$ 230.00	$ 14,950.00	109.1%	2.6%
20	PIPE CONDUIT 15IN-STORM DRAIN	LF	57	$ 130.00	$ 7,410.00	$ 110.00	$ 6,270.00	-15.4%	-0.2%	$ 235.75	$ 13,437.75	81.3%	2.0%
21	PIPE CONDUIT 18N-STORM DRAIN	LF	130	$ 150.00	$ 19,500.00	$ 105.00	$ 13,650.00	-30.0%	-1.3%	$ 258.75	$ 33,637.50	72.5%	4.8%
22	RCP END SECTION 15IN	EA	1	$ 1,250.00	$ 1,250.00	$ 850.00	$ 850.00	-32.0%	-0.1%	$ 3,220.00	$ 3,220.00	157.6%	0.7%
23	RCP END SECTION 18IN	EA	2	$ 1,500.00	$ 3,000.00	$ 1,100.00	$ 2,200.00	-26.7%	-0.2%	$ 3,335.00	$ 6,670.00	122.3%	1.2%
24	CMP CULVERT 18N	LF	66	$ 100.00	$ 6,600.00	$ 75.00	$ 4,950.00	-25.0%	-0.4%	$ 138.00	$ 9,108.00	38.0%	0.8%
25	CMP END SECTION 18IN	EA	2	$ 500.00	$ 1,000.00	$ 350.00	$ 700.00	-30.0%	-0.1%	$ 316.25	$ 632.50	-36.8%	-0.1%
26	CEMENT STABILIZATION 8IN - MAINLINE	SY	20,797	$ 8.25	$ 171,575.25	$ 5.34	$ 111,055.98	-35.3%	-13.3%	$ 6.00	$ 124,782.00	-27.3%	-15.8%
27	CEMENT STABILIZATION 8IN - DRIVEWAY	SY	3,296	$ 12.50	$ 41,200.00	$ 7.00	$ 23,072.00	-44.0%	-4.0%	$ 8.00	$ 26,368.00	-36.0%	-5.0%
28	PORTLAND CEMENT	TON	679	$ 325.00	$ 220,675.00	$ 278.50	$ 189,101.50	-14.3%	-6.9%	$ 275.00	$ 186,725.00	-15.4%	-11.4%
29	AGGREGATE BASE 4IN	TON	1,174	$ 70.00	$ 82,180.00	$ 43.25	$ 50,775.50	-38.2%	-6.9%	$ 47.00	$ 55,178.00	-32.9%	-9.1%
30	GRAVEL SURFACING 4IN	TON	5,019	$ 35.00	$ 175,665.00	$ 11.20	$ 56,212.80	-68.0%	-26.2%	$ 18.00	$ 90,342.00	-48.6%	-28.8%
31	ASPHALT PAVEMENT 4IN	TON	1,242	$ 250.00	$ 310,500.00	$ 175.00	$ 217,350.00	-30.0%	-20.4%	$ 160.00	$ 198,720.00	-36.0%	-37.7%
32	ADJUST GATE VALVE	EA	20	$ 2,500.00	$ 50,000.00	$ 1,500.00	$ 30,000.00	-40.0%	-4.4%	$ 1,750.00	$ 35,000.00	-30.0%	-5.1%
33	ADJUST MANHOLE	EA	19	$ 3,000.00	$ 57,000.00	$ 2,150.00	$ 40,850.00	-28.3%	-3.5%	$ 2,950.00	$ 56,050.00	-1.7%	-0.3%
34	CHIMNEY SEAL	EA	2	$ 500.00	$ 1,000.00	$ 1,000.00	$ 2,000.00	100.0%	0.2%	$ 1,350.00	$ 2,700.00	170.0%	0.6%
				Eng. Est.	**$ 1,429,653.75**	**Total Bid**	**$ 973,341.76**			**Total Bid**	**$ 1,133,004.45**		
	Total Difference between Bid Amount and Engineer's Estimated Cost						$ (456,311.99)				$ (296,649.30)		
	Percent Difference between Bid Amount and Engineer's Estimated Cost						-31.9%				-20.7%		

Digitally signed by Andrew Schrank
Date: 2025.04.04 14:37:16 -06'00'

Signature

4/4/2025

Date

C-510: NOTICE OF AWARD

Date of Issuance:	**4/15/2025**		
Owner:	**City of Dickinson, ND**	Owner's Project No.:	**202316**
Engineer:	**Highlands Engineering**	Engineer's Project No.:	**231223**
Project:	**North Industries Streets & Stormwater**		
Bidder:	**Central Specialties, Inc.**		
Bidder's Address:	**6325 County Rd 87 SW** **Alexandria, MN 56308**		

You are notified that Owner has accepted your Bid dated **April 4, 2025** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for the above referenced project.

The Contract Price of the awarded Contract is **$973,341.76** Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) 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.

☒ 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 receipt of this Notice of Award:

1. Deliver to Owner **Three (3)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **None**

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 10 days after you comply with the above conditions, Owner will return to you one fully signed 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, ND**

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Copy: Engineer

EJCDC® C-510, Notice of Award.
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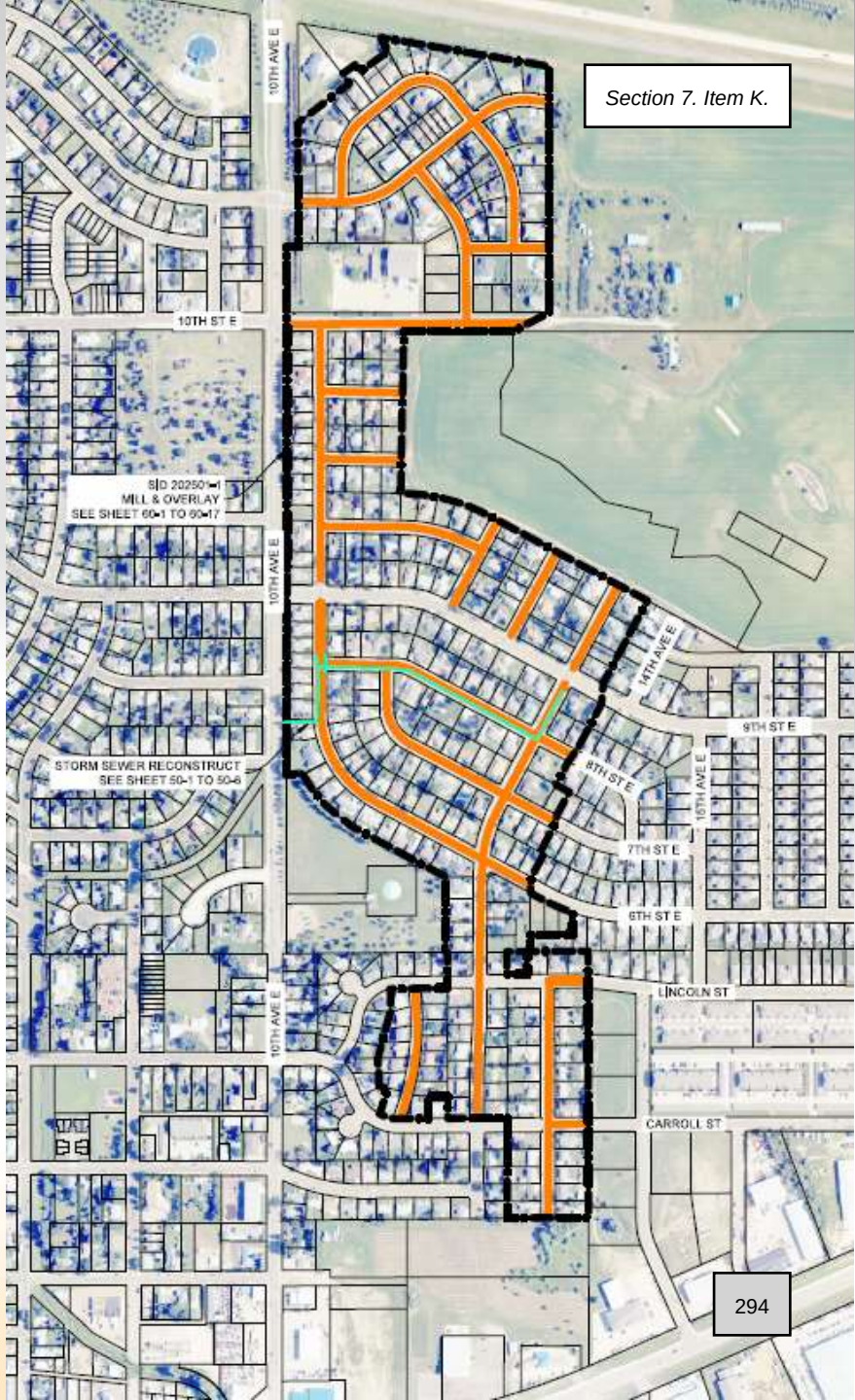
2025 Road Maintenance



CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota

Engineering Memorandum

April 10, 2025

RE: April 15th Commission Meeting

202501 – 2025 ROAD MAINTENANCE PROJECT – BID AWARD TO CENTRAL SPECIALTIES, INC.

For your consideration is a bid award for the project number 202501 – 2025 Road Maintenance project. The bid opening took place at City Hall on Thursday April 10, 2025 where two bids were received. The engineer's opinion of probable cost was $8,455,951.00, and the total bid was ***$6,011,057.41*** – a difference of approximately -29 percent.

Key attributes to the project include:

- Mill and overlay of streets
- Patching repairs to streets within the project area
- Patching repairs to streets outside of the project area (as defined as needs by Public Works staff)
- Concrete sidewalk repairs and replacements
- Concrete curb and gutter repairs and replacements
- Storm sewer improvements along 8th Street East from Shinagle Drive to Baker Avenue

The construction is planned to be completed during the 2025 construction season. The project was budget in the 2025 capital improvement project plan with the following funding sources; Gross Production Tax (GPT).

The city engineering staff recommends approval.

TABULATION OF BIDS
202501: 2025 ROAD MAINTENANCE
CITY OF DICKINSON, NORTH DAKOTA

Bid Letting: APRIL 10, 2025 @ 2:00 PM MT
Comp. No. 2404-00273
Checked by: James Kiedrowski

				Engineers Estimate		Central Specialties INC Alexandria, MN		Northern Improvement CO Dickinson, ND	
ITEM	UNIT DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL SUM	UNIT PRICE	TOTAL SUM	UNIT PRICE	TOTAL SUM
	BASE BID								
1	MOBILIZATION & CONTRACT BOND	1	LS	$ 850,000.00	$ 850,000.00	$ 514,850.00	$ 514,850.00	$ 539,045.00	$ 539,045.00
2	REMOVAL OF CURB & GUTTER	16,166	LF	$ 8.00	$ 129,328.00	$ 8.99	$ 145,332.34	$ 12.10	$ 195,608.60
3	REMOVAL OF CONCRETE	4167	SY	$ 30.00	$ 125,010.00	$ 24.15	$ 100,633.05	$ 24.87	$ 103,633.29
4	REMOVAL OF BITUMINOUS SURFACING	8826	SY	$ 13.00	$ 114,738.00	$ 21.50	$ 189,759.00	$ 18.00	$ 158,868.00
5	REMOVAL OF BITUMINOUS SURFACING - CITY PATCH	370	SY	$ 16.00	$ 5,920.00	$ 20.00	$ 7,400.00	$ 17.50	$ 6,475.00
6	REMOVE MANHOLE	9	EA	$ 1,958.00	$ 17,622.00	$ 800.00	$ 7,200.00	$ 840.00	$ 7,560.00
7	REMOVE INLET	6	EA	$ 648.00	$ 3,888.00	$ 700.00	$ 4,200.00	$ 735.00	$ 4,410.00
8	REMOVAL OF PIPE - ALL SIZES	1588	LF	$ 42.00	$ 66,696.00	$ 35.00	$ 55,580.00	$ 36.75	$ 58,359.00
9	REMOVE FENCE	32	LF	$ 11.00	$ 352.00	$ 10.00	$ 320.00	$ 30.00	$ 960.00
10	IMPORT TOPSOIL	55	CY	$ 800.00	$ 44,000.00	$ 135.00	$ 7,425.00	$ 22.25	$ 1,223.75
11	CONNECT EX STORM SEWER PIPES TO NEW MANHOLE	10	EA	$ 1,000.00	$ 10,000.00	$ 1,800.00	$ 18,000.00	$ 1,890.00	$ 18,900.00
12	CAP EXISTING PIPE	1	EA	$ 1,500.00	$ 1,500.00	$ 5,500.00	$ 5,500.00	$ 5,775.00	$ 5,775.00
13	96" STORM SEWER MANHOLE	4	EA	$ 25,000.00	$ 100,000.00	$ 22,000.00	$ 88,000.00	$ 23,100.00	$ 92,400.00
14	120" STORM SEWER MANHOLE	6	EA	$ 35,000.00	$ 210,000.00	$ 30,000.00	$ 180,000.00	$ 31,500.00	$ 189,000.00
15	STORM SEWER INLET TYPE 2 SINGLE	3	EA	$ 1,350.00	$ 4,050.00	$ 5,000.00	$ 15,000.00	$ 5,250.00	$ 15,750.00
16	STORM SEWER INLET TYPE 2 DOUBLE	2	EA	$ 2,900.00	$ 5,800.00	$ 8,500.00	$ 17,000.00	$ 8,925.00	$ 17,850.00
17	STORM SEWER INLET TYPE 2 TRIPLE	1	EA	$ 5,000.00	$ 5,000.00	$ 11,500.00	$ 11,500.00	$ 12,075.00	$ 12,075.00
18	24" STORM SEWER RCP	189	LF	$ 200.00	$ 37,800.00	$ 220.00	$ 41,580.00	$ 249.11	$ 47,081.79
19	54" STORM SEWER RCP	1216	LF	$ 840.00	$ 1,021,440.00	$ 460.00	$ 559,360.00	$ 501.11	$ 609,349.76
20	65"x45" ARCH STORM SEWER RCP *	366	LF	$ 1,000.00	$ 366,000.00	$ 650.00	$ 237,900.00	$ 700.61	$ 256,423.26
21	4" INSULATION BOARD	1280	SF	$ 22.00	$ 28,160.00	$ 12.00	$ 15,360.00	$ 12.60	$ 16,128.00
22	GENERAL FILL - TYPE 1	650	CY	$ 40.00	$ 26,000.00	$ 28.00	$ 18,200.00	$ 22.50	$ 14,625.00
23	SUBGRADE PREPARATION	1876	SY	$ 7.00	$ 13,132.00	$ 6.00	$ 11,256.00	$ 16.00	$ 30,016.00
24	GEOSYNTHETIC MATERIAL TYPE R1	11115	SY	$ 9.00	$ 100,035.00	$ 5.00	$ 55,575.00	$ 4.10	$ 45,571.50
25	GEOSYNTHETIC MATERIAL TYPE R1 - CITY PATCH	400	SY	$ 12.00	$ 4,800.00	$ 6.00	$ 2,400.00	$ 7.00	$ 2,800.00
26	GEOSYNTHETIC MATERIAL TYPE G	10345	SY	$ 6.00	$ 62,070.00	$ 7.00	$ 72,415.00	$ 5.75	$ 59,483.75
27	GEOSYNTHETIC MATERIAL TYPE G - CITY PATCH	370	SY	$ 8.00	$ 2,960.00	$ 9.00	$ 3,330.00	$ 8.75	$ 3,237.50
28	AGGREGATE BASE COURSE - CL 5	1799	CY	$ 110.00	$ 197,890.00	$ 125.00	$ 224,875.00	$ 96.21	$ 173,081.79
29	AGGREGATE BASE COURSE - CL 5 - CITY PATCH	60	CY	$ 125.00	$ 7,500.00	$ 160.00	$ 9,600.00	$ 142.00	$ 8,520.00
30	CURB & GUTTER	16,834	LF	$ 65.00	$ 1,094,210.00	$ 49.32	$ 830,252.88	$ 53.48	$ 900,282.32
31	CONCRETE SIDEWALK	4614	SY	$ 130.00	$ 599,820.00	$ 99.92	$ 461,030.88	$ 118.35	$ 546,066.90
32	CONCRETE DRIVEWAY 6IN	887	SY	$ 180.00	$ 159,660.00	$ 146.17	$ 129,652.79	$ 165.14	$ 146,479.18
33	CONCRETE VALLEY GUTTER	684	SY	$ 215.00	$ 147,060.00	$ 176.80	$ 120,931.20	$ 182.52	$ 124,843.68
34	DETECTABLE WARNING PANEL	730	SF	$ 40.00	$ 29,200.00	$ 31.98	$ 23,345.40	$ 32.43	$ 23,673.90
35	SIDEWALK - TRENCH DRAIN	1	EA	$ 5,500.00	$ 5,500.00	$ 3,396.52	$ 3,396.52	$ 3,445.40	$ 3,445.40
36	MILLING PAVEMENT SURFACE	43531	SY	$ 7.00	$ 304,717.00	$ 3.25	$ 141,475.75	$ 4.00	$ 174,124.00
37	ADJUST INLET	22	EA	$ 500.00	$ 11,000.00	$ 2,250.00	$ 49,500.00	$ 395.00	$ 8,690.00
38	ADJUST MANHOLE	62	EA	$ 2,000.00	$ 124,000.00	$ 2,500.00	$ 155,000.00	$ 2,350.00	$ 145,700.00
39	ADJUST GATE VALVE BOX	55	EA	$ 1,500.00	$ 82,500.00	$ 2,200.00	$ 121,000.00	$ 1,825.00	$ 100,375.00
40	MANHOLE I&I BARRIER	12	SF	$ 1,000.00	$ 12,000.00	$ 1,800.00	$ 21,600.00	$ 400.00	$ 4,800.00
41	ASPHALT PAVEMENT	6,353	TON	$ 220.00	$ 1,397,660.00	$ 130.00	$ 825,890.00	$ 135.00	$ 857,655.00
42	ASPHALT REPAIR	1,877	TON	$ 270.00	$ 506,790.00	$ 190.00	$ 356,630.00	$ 255.00	$ 478,635.00
43	ASPHALT REPAIR - CITY PATCH	80	TON	$ 290.00	$ 23,200.00	$ 250.00	$ 20,000.00	$ 375.00	$ 30,000.00
44	AGGREGATE SURFACE COURSE - CL13	75	CY	$ 125.00	$ 9,375.00	$ 115.00	$ 8,625.00	$ 90.00	$ 6,750.00
45	RANDOM PCC CRACK ROUTE & SEAL	4,260	LF	$ 20.00	$ 85,200.00	$ 5.91	$ 25,176.60	$ 5.99	$ 25,517.40
46	SPALL REPAIR - 1/2" MAX DEPTH	100	SF	$ 90.00	$ 9,000.00	$ 105.00	$ 10,500.00	$ 108.15	$ 10,815.00
47	FLAGGING	800	MH	$ 80.00	$ 64,000.00	$ 45.00	$ 36,000.00	$ 49.00	$ 39,200.00
48	TRAFFIC CONTROL	1	LS	$ 200,000.00	$ 200,000.00	$ 6,500.00	$ 6,500.00	$ 100,000.00	$ 100,000.00
49	WATER SERVICE CROSSING	3	EA	$ 4,000.00	$ 12,000.00	$ 1,600.00	$ 4,800.00	$ 1,680.00	$ 5,040.00
50	SANITARY SEWER SERVICE CROSSING	3	EA	$ 6,000.00	$ 18,000.00	$ 1,800.00	$ 5,400.00	$ 1,890.00	$ 5,670.00
51	REGRADE SEWER SERVICE	90	LF	$ 140.00	$ 12,600.00	$ 120.00	$ 10,800.00	$ 126.00	$ 11,340.00
52	6" PVC C-900 DR-18 WATERMAIN	48	LF	$ 120.00	$ 5,760.00	$ 500.00	$ 24,000.00	$ 525.00	$ 25,200.00
	TOTAL ESTIMATED PROJECT COST				$ 8,474,943.00		$ 6,011,057.41		$ 6,468,513.77

*** Plans call out as 65"x40" ARCH STORM SEWER PIPE**

TRUE TABULATION OF BIDS
KLJ Engineering LLC

Notice of Award

DATE: 4/10/25

Project: 202501: 2025 Road Maintenance		
Owner: City of Dickinson		Owner's Contract No.: 202501
Contract: 202501: 2025 Road Maintenance		Engineer's Project No.: 2404-00273
Bidder:	Central Specialties Inc	
Bidder's Address:	6325 Co Rd 87 SW	
	Alexandria, MN 56308	

You are notified that your Bid dated April 10, 2025 for the above Contract has been considered. You are the successful bidder and are awarded a Contract for the 2025 Road Maintenance.

The Contract Price of your Contract is six million eleven thousand fifty-seven dollars and forty-one cents ($6,011,057.41).

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

1 set of Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [10] days of the date you receive this Notice of Award.

1. Deliver to the Owner [3] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC 5.01).
3. Other conditions precedent:
   Liability Insurance Certificate naming both the Owner and KLJ Engineering, LLC., as additionally insured, ND State Tax Clearance Statement, and a copy of the Workman's Compensation and Liability Insurance Certificate.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Dickinson
Owner

By: _____
Authorized Signature

_____
Title

Copy to Engineer

2025 Watermain Replacement Project

ORANGE **= 6-INCH CAST IRON MAIN TO BE REPLACED WITH 8-INCH PVC**

PURPLE **= 6-INCH CAST IRON MAIN TO BE ABANDONED IN PLACE**

CITY OF Dickinson North Dakota

Engineering Memorandum

April 9, 2025

RE: April 15th Commission Meeting

2025 WATERMAIN REPLACEMENT – BID AWARD TO BEK CONSULTING, LLC

For your consideration is a bid award for the project number 202503 – 2025 Watermain Replacement project. The bid opening took place at City Hall on Friday March 28, 2025 where three bids were received. The engineer's opinion of probable cost was $4,779,478.00, and the total bid was ***$3,472,800.00*** – a difference of approximately -27 percent. The key differences in the engineer's opinion of probable cost to the bid were noted to be: general conditions, mobilization, traffic control, and 8-inch PVC (C900) watermain.

The bid award is ***contingent*** upon a final review from the North Dakota Department of Environmental Quality due to the State Revolving Fund loan for the project.

Key attributes to the project include:

- Mill and overlay of the streets
- Replacing approximately 3,600 lineal feet of cast iron pipe with PVC pipe
- Replacing approximately 28 lead service line from the water main to the meter in the buildings
- The special improvement district includes concrete removal and replacement for sidewalk, and driveway approaches.
- Department of Water Resources grant has been submitted for the project; gross eligible cost estimate is $3.2 million; the 60% grant is estimated to be $1.9 million. The project was heard at the State Water Commission meeting on April 10.

The construction is planned to be completed during the 2025 construction season. The project was budget in the 2025 capital improvement project plan with the following funding sources; Gross Production Tax, State Revolving Fund Loan for the watermain replacement, State Revolving Fund Loan for the lead service line replacement, and Department of Water Resources grant for the watermain replacement.

The city engineering staff recommends approval.

NOTICE OF AWARD

Date of Issuance:

Owner:	City of Dickinson, North Dakota	Owner's Contract No.:	202503
Engineer:	Apex Engineering Group	Engineer's Project No.:	24.107.0026
Project:	City Project # 202503 2025 Watermain Replacement Project	Contract Name:	
Bidder:	BEK Consulting, LLC		
Bidder's Address:	PO Box 1010 Dickinson, ND 58602		

TO BIDDER:

You are notified that Owner has accepted your Bid dated March 28, 2025 for the above Contract, and that you are the Successful Bidder and are awarded a Contract, pending North Dakota Department of Environmental Quality approval, for:

2025 Watermain Replacement Project, City Project #202503

The Contract Price of the awarded Contract is: **$3,472,800.00** based on unit prices.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award.

Two (2) sets of the Drawings and one copy in electronic portable document (pdf) will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner Three (3) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner**:** City of Dickinson, North Dakota

Authorized Signature

By: _____.

Title: _____.

Date: _____.

Copy: Engineer

Apex Engineering Group
Water | Transportation| Municipal | Facilities

Bid Tabulation

2025 Watermain Replacement Project
City of Dickinson Project #202503
March 28, 2025| 10:00 AM | City Hall

				Engineer's Opinion of Probable Construction Cost		BEK Consulting, LLC		Crow River Construction		Meyer Contracting Inc.	
No.	Item	Quantity	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	GENERAL CONDITIONS	LS	1	$ 208,000.00	$ 208,000.00	$ 100,000.00	$ 100,000.00	$ 225,000.00	$ 225,000.00	$ 200,000.00	$ 200,000.00
2	MOBILIZATION	LS	1	$ 415,000.00	$ 415,000.00	$ 174,000.00	$ 174,000.00	$ 450,000.00	$ 450,000.00	$ 370,000.00	$ 370,000.00
3	TRAFFIC CONTROL	LS	1	$ 100,000.00	$ 100,000.00	$ 45,000.00	$ 45,000.00	$ 19,000.00	$ 19,000.00	$ 33,635.88	$ 33,635.88
4	EROSION CONTROL	LS	1	$ 7,500.00	$ 7,500.00	$ 5,000.00	$ 5,000.00	$ 2,900.00	$ 2,900.00	$ 48,104.79	$ 48,104.79
5	TEMPORARY WATER SERVICE	LS	1	$ 100,000.00	$ 100,000.00	$ 46,000.00	$ 46,000.00	$ 65,000.00	$ 65,000.00	$ 113,548.99	$ 113,548.99
6	BOULEVARD RESTORATION	LS	1	$ 70,000.00	$ 70,000.00	$ 36,000.00	$ 36,000.00	$ 15,000.00	$ 15,000.00	$ 64,124.58	$ 64,124.58
7	BOULEVARD WATERING	EA	3	$ 2,500.00	$ 7,500.00	$ 1,650.00	$ 4,950.00	$ 1,700.00	$ 5,100.00	$ 1,500.00	$ 4,500.00
8	SANITARY SEWER SERVICE CROSSING	EA	33	$ 1,750.00	$ 57,750.00	$ 1,100.00	$ 36,300.00	$ 2,000.00	$ 66,000.00	$ 2,485.04	$ 82,006.32
9	REGRADE SEWER SERVICE	LF	100	$ 150.00	$ 15,000.00	$ 165.00	$ 16,500.00	$ 195.00	$ 19,500.00	$ 117.99	$ 11,799.00
10	4" WATERMAIN INSULATION	SY	100	$ 110.00	$ 11,000.00	$ 60.00	$ 6,000.00	$ 65.00	$ 6,500.00	$ 55.25	$ 5,525.00
11	STORM SEWER CROSSING	EA	8	$ 5,000.00	$ 40,000.00	$ 2,500.00	$ 20,000.00	$ 4,500.00	$ 36,000.00	$ 4,251.95	$ 34,015.60
12	REMOVAL OF PIPES / ALL TYPES & SIZES	LF	5150	$ 7.00	$ 36,050.00	$ 5.00	$ 25,750.00	$ 20.00	$ 103,000.00	$ 7.21	$ 37,131.50
13	ABANDON PIPE / ALL TYPES & SIZES	LF	646	$ 7.00	$ 4,522.00	$ 25.00	$ 16,150.00	$ 18.00	$ 11,628.00	$ 6.76	$ 4,366.96
14	MILL ASPHALT PAVEMENT	SY	8940	$ 5.00	$ 44,700.00	$ 4.00	$ 35,760.00	$ 10.00	$ 89,400.00	$ 3.92	$ 35,044.80
15	REMOVAL OF ASPHALT PAVEMENT	SY	4517	$ 13.00	$ 58,721.00	$ 9.00	$ 40,653.00	$ 17.00	$ 76,789.00	$ 16.00	$ 72,272.00
16	REMOVAL OF CONCRETE (ALL TYPES)	SY	2208	$ 15.00	$ 33,120.00	$ 13.00	$ 28,704.00	$ 25.00	$ 55,200.00	$ 9.76	$ 21,550.08
17	REMOVAL OF CURB & GUTTER	LF	2550	$ 9.00	$ 22,950.00	$ 9.00	$ 22,950.00	$ 20.00	$ 51,000.00	$ 8.73	$ 22,261.50
18	ABANDON GATE VALVE BOX	EA	3	$ 935.00	$ 2,805.00	$ 1,250.00	$ 3,750.00	$ 1,000.00	$ 3,000.00	$ 1,561.56	$ 4,684.68
19	SEWER MAIN REPAIR	EA	4	$ 4,400.00	$ 17,600.00	$ 3,100.00	$ 12,400.00	$ 4,200.00	$ 16,800.00	$ 4,264.73	$ 17,058.92
20	REMOVE HYDRANT	EA	5	$ 1,100.00	$ 5,500.00	$ 850.00	$ 4,250.00	$ 1,500.00	$ 7,500.00	$ 685.11	$ 3,425.55
21	ABANDON HYDRANT	EA	3	$ 2,800.00	$ 8,400.00	$ 850.00	$ 2,550.00	$ 1,000.00	$ 3,000.00	$ 970.42	$ 2,911.26
22	REMOVE MANHOLE	EA	1	$ 5,000.00	$ 5,000.00	$ 850.00	$ 850.00	$ 2,500.00	$ 2,500.00	$ 581.49	$ 581.49
23	16" PVC (C900) WATERMAIN	LF	58	$ 330.00	$ 19,140.00	$ 310.00	$ 17,980.00	$ 350.00	$ 20,300.00	$ 226.83	$ 13,156.14
24	12" PVC (C900) WATERMAIN	LF	18	$ 248.00	$ 4,464.00	$ 275.00	$ 4,950.00	$ 300.00	$ 5,400.00	$ 197.34	$ 3,552.12
25	8" PVC (C900) WATERMAIN	LF	3071	$ 166.00	$ 509,786.00	$ 120.00	$ 368,520.00	$ 185.00	$ 568,135.00	$ 127.22	$ 390,692.62
26	6" PVC (C900) WATERMAIN	LF	449	$ 143.00	$ 64,207.00	$ 110.00	$ 49,390.00	$ 145.00	$ 65,105.00	$ 101.22	$ 45,447.78
27	2" POLY SERVICE LINE	LF	50	$ 100.00	$ 5,000.00	$ 85.00	$ 4,250.00	$ 110.00	$ 5,500.00	$ 72.07	$ 3,603.50
28	1" POLY SERVICE LINE	LF	1502	$ 102.00	$ 153,204.00	$ 77.00	$ 115,654.00	$ 100.00	$ 150,200.00	$ 45.63	$ 68,536.26
29	2" CURB STOP & BOX	EA	2	$ 1,550.00	$ 3,100.00	$ 1,300.00	$ 2,600.00	$ 2,500.00	$ 5,000.00	$ 1,433.95	$ 2,867.90
30	1" CURB STOP & BOX	EA	58	$ 1,073.00	$ 62,234.00	$ 850.00	$ 49,300.00	$ 2,250.00	$ 130,500.00	$ 2,089.98	$ 121,218.84
31	16" GATE VALVE & BOX	EA	1	$ 29,700.00	$ 29,700.00	$ 28,000.00	$ 28,000.00	$ 27,000.00	$ 27,000.00	$ 27,889.98	$ 27,889.98
32	12" GATE VALVE & BOX	EA	2	$ 10,890.00	$ 21,780.00	$ 10,000.00	$ 20,000.00	$ 10,000.00	$ 20,000.00	$ 8,165.14	$ 16,330.28
33	8" GATE VALVE & BOX	EA	17	$ 6,325.00	$ 107,525.00	$ 6,000.00	$ 102,000.00	$ 5,500.00	$ 93,500.00	$ 8,074.36	$ 137,264.12
34	6" GATE VALVE & BOX	EA	9	$ 5,225.00	$ 47,025.00	$ 5,000.00	$ 45,000.00	$ 4,000.00	$ 36,000.00	$ 3,691.04	$ 33,219.36

Apex Engineering Group
Water | Transportation| Municipal | Facilities

Bid Tabulation

2025 Watermain Replacement Project
City of Dickinson Project #202503
March 28, 2025| 10:00 AM | City Hall

				Engineer's Opinion of Probable Construction Cost		BEK Consulting, LLC		Crow River Construction		Meyer Contracting Inc.	
No.	Item	Quantity	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
35	6" STANDARD HYDRANT	EA	8	$ 11,000.00	$ 88,000.00	$ 10,000.00	$ 80,000.00	$ 11,000.00	$ 88,000.00	$ 8,889.45	$ 71,115.60
36	GATE VALVE BOX	EA	2	$ 1,500.00	$ 3,000.00	$ 2,000.00	$ 4,000.00	$ 1,500.00	$ 3,000.00	$ 1,087.65	$ 2,175.30
37	CONNECTION TO EXTG WATERMAIN	EA	32	$ 8,000.00	$ 256,000.00	$ 6,500.00	$ 208,000.00	$ 5,000.00	$ 160,000.00	$ 2,412.86	$ 77,211.52
38	16" SADDLE & CORP	EA	3	$ 825.00	$ 2,475.00	$ 5,000.00	$ 15,000.00	$ 3,000.00	$ 9,000.00	$ 3,235.27	$ 9,705.81
39	8" SADDLE & CORP	EA	56	$ 726.00	$ 40,656.00	$ 650.00	$ 36,400.00	$ 2,000.00	$ 112,000.00	$ 1,543.99	$ 86,463.44
40	SERVICE LINE RECONNECTION	EA	2	$ 1,760.00	$ 3,520.00	$ 1,000.00	$ 2,000.00	$ 900.00	$ 1,800.00	$ 741.43	$ 1,482.86
41	HMA PATCHING (SUPERPAVE FAA 45)	TON	249	$ 400.00	$ 99,600.00	$ 365.00	$ 90,885.00	$ 390.00	$ 97,110.00	$ 351.76	$ 87,588.24
42	HMA PATCHING (SUPERPAVE FAA 43)	TON	766	$ 400.00	$ 306,400.00	$ 355.00	$ 271,930.00	$ 380.00	$ 291,080.00	$ 341.71	$ 261,749.86
43	HMA OVERLAY (SUPERPAVE FAA 45)	TON	133	$ 230.00	$ 30,590.00	$ 235.00	$ 31,255.00	$ 240.00	$ 31,920.00	$ 216.08	$ 28,738.64
44	HMA OVERLAY (SUPERPAVE FAA 43)	TON	999	$ 230.00	$ 229,770.00	$ 205.00	$ 204,795.00	$ 205.00	$ 204,795.00	$ 185.93	$ 185,744.07
45	AGGREGATE BASE COURSE - CL5	TON	1448	$ 95.00	$ 137,560.00	$ 70.00	$ 101,360.00	$ 58.00	$ 83,984.00	$ 114.02	$ 165,100.96
46	GEOTEXTILE FABRIC	SY	4612	$ 4.00	$ 18,448.00	$ 3.00	$ 13,836.00	$ 5.00	$ 23,060.00	$ 3.17	$ 14,620.04
47	TYPE A-LEAD SERVICE REPLACEMENT	EA	15	$ 7,700.00	$ 115,500.00	$ 6,500.00	$ 97,500.00	$ 5,000.00	$ 75,000.00	$ 7,690.28	$ 115,354.20
48	TYPE B-LEAD SERVICE REPLACEMENT	EA	7	$ 10,450.00	$ 73,150.00	$ 8,900.00	$ 62,300.00	$ 5,500.00	$ 38,500.00	$ 8,790.28	$ 61,531.96
49	TYPE C-LEAD SERVICE REPLACEMENT	EA	8	$ 15,400.00	$ 123,200.00	$ 11,500.00	$ 92,000.00	$ 6,000.00	$ 48,000.00	$ 10,190.28	$ 81,522.24
50	FITTINGS (MJ TO MJ)	LB	11729	$ 12.00	$ 140,748.00	$ 11.00	$ 129,019.00	$ 15.00	$ 175,935.00	$ 0.01	$ 117.29
51	BORE POLY WATER SERVICE	LF	150	$ 115.00	$ 17,250.00	$ 80.00	$ 12,000.00	$ 1,100.00	$ 165,000.00	$ 72.54	$ 10,881.00
52	CURB & GUTTER	LF	2550	$ 99.00	$ 252,450.00	$ 70.00	$ 178,500.00	$ 105.00	$ 267,750.00	$ 55.37	$ 141,193.50
53	CONCRETE (4")	SY	1663	$ 196.00	$ 325,948.00	$ 133.00	$ 221,179.00	$ 175.00	$ 291,025.00	$ 117.07	$ 194,687.41
54	CONCRETE (6")	SY	376	$ 250.00	$ 94,000.00	$ 140.00	$ 52,640.00	$ 187.00	$ 70,312.00	$ 143.01	$ 53,771.76
55	CONCRETE (8")	SY	112	$ 315.00	$ 35,280.00	$ 230.00	$ 25,760.00	$ 208.00	$ 23,296.00	$ 212.27	$ 23,774.24
56	ADJUST MANHOLE CASTING TO GRADE	EA	10	$ 2,475.00	$ 24,750.00	$ 1,600.00	$ 16,000.00	$ 750.00	$ 7,500.00	$ 1,417.34	$ 14,173.40
57	ADJUST GATE VALVE BOX TO GRADE	EA	37	$ 1,400.00	$ 51,800.00	$ 800.00	$ 29,600.00	$ 400.00	$ 14,800.00	$ 793.59	$ 29,362.83
58	DETECTABLE WARNING PANELS	SF	40	$ 40.00	$ 1,600.00	$ 27.00	$ 1,080.00	$ 99.00	$ 3,960.00	$ 25.75	$ 1,030.00
59	SANITARY SEWER MAIN CROSSING	EA	1	$ 7,500.00	$ 7,500.00	$ 3,600.00	$ 3,600.00	$ 5,000.00	$ 5,000.00	$ 3,127.24	$ 3,127.24
60	ROUTE & SEAL CURB	LF	20	$ 100.00	$ 2,000.00	$ 50.00	$ 1,000.00	$ 115.00	$ 2,300.00	$ 22.80	$ 456.00
				Total	***$ 4,779,478.00***	**Total Bid**	***$ 3,472,800.00***	**Total Bid**	***$ 4,750,584.00***	**Total Bid**	***$ 3,775,007.21***

Certification: I certify the above bid tabulation for the bids opened on Friday, March 28, 2025 @10:00am MT at Dickinson City Hall, 38 1st Street West, Dickinson, ND

Scott M. Schneider

Scott M. Schneider, PE

3/31/2025
Date

Sims from 2nd St E to 9TH St E

CITY OF Dickinson North Dakota

Apex Engineering Group
Water | Transportation| Municipal | Facilities

Bid Tabulation

Sims Street - 2nd St. E to 9th St. E
City of Dickinson Project #202509

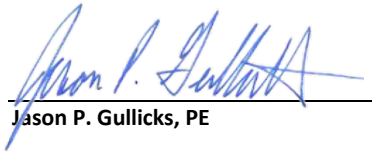
March 28, 2025 | 10:00 AM MT | Dickinson City Hall

				Engineer's Estimate		BEK CONSULTING		Meyer Contracting	
No.	Item	Quantity	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	GENERAL CONDITIONS	LSUM	1	$ 170,000.00	$ 170,000.00	$ 105,000.00	$ 105,000.00	$ 250,000.00	$ 250,000.00
2	MOBILIZATION	LSUM	1	$ 600,000.00	$ 600,000.00	$ 170,500.00	$ 170,500.00	$ 400,000.00	$ 400,000.00
3	CLEARING & GRUBBING	LSUM	1	$ 25,000.00	$ 25,000.00	$ 6,000.00	$ 6,000.00	$ 24,535.69	$ 24,535.69
4	TRAFFIC CONTROL	LSUM	1	$ 45,000.00	$ 45,000.00	$ 25,000.00	$ 25,000.00	$ 21,800.00	$ 21,800.00
5	REMOVAL OF CONCRETE DRIVEWAY / SIDEWALK	SY	2,970	$ 25.00	$ 74,250.00	$ 13.00	$ 38,610.00	$ 10.59	$ 31,452.30
6	REMOVAL OF CURB & GUTTER	LF	5,313	$ 8.00	$ 42,504.00	$ 6.00	$ 31,878.00	$ 4.02	$ 21,358.26
7	REMOVAL OF BITUMINOUS SURFACING	SY	11,114	$ 15.00	$ 166,710.00	$ 8.00	$ 88,912.00	$ 5.90	$ 65,572.60
8	REMOVAL OF CONCRETE PAVEMENT	SY	991	$ 25.00	$ 24,775.00	$ 12.00	$ 11,892.00	$ 11.31	$ 11,208.21
9	MILLING PAVEMENT SURFACE	SY	435	$ 15.00	$ 6,525.00	$ 5.00	$ 2,175.00	$ 4.05	$ 1,761.75
10	REMOVE AND SALVAGE HYDRANT	EA	3	$ 20,000.00	$ 60,000.00	$ 650.00	$ 1,950.00	$ 961.76	$ 2,885.28
11	REMOVE & SALVAGE 6IN GATE VALVE	EA	1	$ 10,000.00	$ 10,000.00	$ 650.00	$ 650.00	$ 482.14	$ 482.14
12	STORM SEWER PIPE - 4IN PVC	LF	6	$ 180.00	$ 1,080.00	$ 88.00	$ 528.00	$ 562.49	$ 3,374.94
13	STORM SEWER PIPE - 8IN PVC	LF	4	$ 180.00	$ 720.00	$ 125.00	$ 500.00	$ 484.77	$ 1,939.08
14	STORM SEWER PIPE - 15IN PVC	LF	4	$ 185.00	$ 740.00	$ 300.00	$ 1,200.00	$ 636.44	$ 2,545.76
15	STORM SEWER PIPE - 15IN RCP	LF	109	$ 190.00	$ 20,710.00	$ 120.00	$ 13,080.00	$ 133.87	$ 14,591.83
16	STORM SEWER PIPE - 18IN RCP	LF	105	$ 220.00	$ 23,100.00	$ 130.00	$ 13,650.00	$ 155.79	$ 16,357.95
17	STORM SEWER PIPE - 24IN RCP	LF	63	$ 270.00	$ 17,010.00	$ 150.00	$ 9,450.00	$ 179.40	$ 11,302.20
18	STORM SEWER PIPE - 30IN RCP	LF	655	$ 325.00	$ 212,875.00	$ 175.00	$ 114,625.00	$ 175.09	$ 114,683.95
19	STORM SEWER PIPE - 36IN RCP	LF	347	$ 350.00	$ 121,450.00	$ 210.00	$ 72,870.00	$ 212.23	$ 73,643.81
20	MANHOLE 60IN	EA	1	$ 17,000.00	$ 17,000.00	$ 11,500.00	$ 11,500.00	$ 12,261.18	$ 12,261.18
21	MANHOLE 72IN	EA	5	$ 20,000.00	$ 100,000.00	$ 14,000.00	$ 70,000.00	$ 15,224.59	$ 76,122.95
22	MANHOLE 84IN	EA	1	$ 10,000.00	$ 10,000.00	$ 20,000.00	$ 20,000.00	$ 22,441.25	$ 22,441.25
23	INLET-TYPE 2	EA	7	$ 6,000.00	$ 42,000.00	$ 5,000.00	$ 35,000.00	$ 7,508.51	$ 52,559.57
24	INLET-TYPE 2 DOUBLE	EA	8	$ 9,000.00	$ 72,000.00	$ 9,100.00	$ 72,800.00	$ 14,424.41	$ 115,395.28
25	SLOTTED DRAIN 18IN	LF	50	$ 500.00	$ 25,000.00	$ 390.00	$ 19,500.00	$ 512.49	$ 25,624.50
26	WATERMAIN 8IN PVC	LF	1,914	$ 170.00	$ 325,380.00	$ 115.00	$ 220,110.00	$ 128.63	$ 246,197.82
27	WATERMAIN 8IN PVC - PIPE BURST	LF	234	$ 200.00	$ 46,800.00	$ 185.00	$ 43,290.00	$ 333.45	$ 78,027.30
28	WATERMAIN 6IN PVC	LF	110	$ 160.00	$ 17,600.00	$ 100.00	$ 11,000.00	$ 108.26	$ 11,908.60
29	WATER SERVICE LINE 1IN	LF	1,133	$ 115.00	$ 130,295.00	$ 56.00	$ 63,448.00	$ 36.60	$ 41,467.80
30	CURB STOP & BOX 1IN	EA	39	$ 1,100.00	$ 42,900.00	$ 720.00	$ 28,080.00	$ 1,869.97	$ 72,928.83
31	8"x1" SADDLE & CORP	EA	40	$ 700.00	$ 28,000.00	$ 800.00	$ 32,000.00	$ 1,799.15	$ 71,966.00
32	ALL FITTINGS	LBS	5,806	$ 12.00	$ 69,672.00	$ 11.00	$ 63,866.00	$ 0.01	$ 58.06

33	GATE VALVE & BOX 8IN	EA	14	$ 7,500.00	$ 105,000.00	$ 5,500.00	$ 77,000.00	$ 5,81			
34	GATE VALVE 8IN	EA	1	$ 6,000.00	$ 6,000.00	$ 3,500.00	$ 3,500.00	$ 4,753.06	$ 4,753.06		
35	GATE VALVE & BOX 6IN - SALVAGED	EA	1	$ 2,000.00	$ 2,000.00	$ 4,200.00	$ 4,200.00	$ 1,915.05	$ 1,915.05		
36	GATE VALVE & BOX 6IN	EA	7	$ 5,000.00	$ 35,000.00	$ 4,200.00	$ 29,400.00	$ 4,599.57	$ 32,196.99		
37	6IN HYDRANT	EA	7	$ 11,000.00	$ 77,000.00	$ 9,500.00	$ 66,500.00	$ 10,059.76	$ 70,418.32		
38	CONNECT TO EXISTING WATERMAIN	EA	14	$ 1,000.00	$ 14,000.00	$ 6,500.00	$ 91,000.00	$ 1,675.74	$ 23,460.36		
39	TYPE A-LEAD SERVICE REPLACEMENT	EA	1	$ 8,000.00	$ 8,000.00	$ 6,500.00	$ 6,500.00	$ 7,213.27	$ 7,213.27		
40	TYPE B-LEAD SERVICE REPLACEMENT	EA	1	$ 13,000.00	$ 13,000.00	$ 8,900.00	$ 8,900.00	$ 8,313.27	$ 8,313.27		
41	TYPE C-LEAD SERVICE REPLACEMENT	EA	1	$ 20,000.00	$ 20,000.00	$ 11,500.00	$ 11,500.00	$ 9,713.27	$ 9,713.27		
42	SANITARY SEWER SERVICE CROSSING	EA	14	$ 2,000.00	$ 28,000.00	$ 1,100.00	$ 15,400.00	$ 2,590.35	$ 36,264.90		
43	REGRADE SEWER SERVICE	LF	100	$ 250.00	$ 25,000.00	$ 160.00	$ 16,000.00	$ 123.30	$ 12,330.00		
44	CLEAN PIPE	LF	2,079	$ 3.50	$ 7,276.50	$ 3.00	$ 6,237.00	$ 2.75	$ 5,717.25		
45	INSPECTION OF ML PRE-REHAB	LF	2,079	$ 1.50	$ 3,118.50	$ 1.00	$ 2,079.00	$ 0.50	$ 1,039.50		
46	INSPECTION OF ML POST-REHAB	LF	2,079	$ 1.50	$ 3,118.50	$ 1.00	$ 2,079.00	$ 0.50	$ 1,039.50		
47	CUTTING OF PROTRUDING TAPS	EA	14	$ 400.00	$ 5,600.00	$ 275.00	$ 3,850.00	$ 250.00	$ 3,500.00		
48	HYDROPHILIC END SEAL	EA	13	$ 200.00	$ 2,600.00	$ 170.00	$ 2,210.00	$ 155.00	$ 2,015.00		
49	REINSTATE SERVICE CONN	EA	51	$ 100.00	$ 5,100.00	$ 80.00	$ 4,080.00	$ 75.00	$ 3,825.00		
50	8" CIPP LINING	LF	2,079	$ 60.00	$ 124,740.00	$ 37.00	$ 76,923.00	$ 33.50	$ 69,646.50		
51	CIPP SEWAGE BYPASS PUMPING	LSUM	1	$ 20,000.00	$ 20,000.00	$ 275.00	$ 275.00	$ 250.00	$ 250.00		
52	SANITARY SEWER MAIN REPAIR	EA	3	$ 3,500.00	$ 10,500.00	$ 5,800.00	$ 17,400.00	$ 7,053.10	$ 21,159.30		
53	SANITARY SEWER MAIN AT MH REPAIR	EA	10	$ 4,000.00	$ 40,000.00	$ 5,800.00	$ 58,000.00	$ 4,295.53	$ 42,955.30		
54	MANHOLE CASTING TO GRADE	EA	8	$ 2,500.00	$ 20,000.00	$ 1,400.00	$ 11,200.00	$ 1,336.32	$ 10,690.56		
55	GATE VALVE BOX TO GRADE	EA	6	$ 1,500.00	$ 9,000.00	$ 750.00	$ 4,500.00	$ 743.62	$ 4,461.72		
56	ADJUST INLET	EA	4	$ 5,000.00	$ 20,000.00	$ 1,500.00	$ 6,000.00	$ 2,598.52	$ 10,394.08		
57	INLET PROTECTION-SPECIAL TEMPORARY	EA	21	$ 300.00	$ 6,300.00	$ 205.00	$ 4,305.00	$ 201.27	$ 4,226.67		
58	SEEDING CLASS I	SY	2,164	$ 5.00	$ 10,820.00	$ 2.00	$ 4,328.00	$ 10.85	$ 23,479.40		
59	TEMPORARY COVER CROP	SY	2,164	$ 3.00	$ 6,492.00	$ 0.25	$ 541.00	$ 0.24	$ 519.36		
60	HYDRAULIC MULCH	SY	2,164	$ 5.00	$ 10,820.00	$ 3.00	$ 6,492.00	$ 1.95	$ 4,219.80		
61	TOPSOIL-IMPORTED	CY	15	$ 70.00	$ 1,050.00	$ 60.00	$ 900.00	$ 144.61	$ 2,169.15		
62	SUBGRADE PREPARATION-12IN	SY	14,234	$ 10.00	$ 142,340.00	$ 4.00	$ 56,936.00	$ 2.18	$ 31,030.12		
63	AGGREGATE BASE COURSE CL 5	TON	6,472	$ 80.00	$ 517,760.00	$ 60.00	$ 388,320.00	$ 87.30	$ 565,005.60		
64	ASPHALT PAVEMENT (SUPERPAVE FAA 45)	TON	2,782	$ 165.00	$ 459,030.00	$ 140.00	$ 389,480.00	$ 132.83	$ 369,533.06		
65	ASPHALT CEMENT (PG58H-34)	TON	167	$ 700.00	$ 116,900.00	$ 705.00	$ 117,735.00	$ 720.33	$ 120,295.11		
66	GEOSYNTHETIC MATERIAL TYPE G	SY	14,234	$ 5.00	$ 71,170.00	$ 5.00	$ 71,170.00	$ 6.65	$ 94,656.10		
67	ASPHALT PAVEMENT REPAIR	SY	45	$ 350.00	$ 15,750.00	$ 305.00	$ 13,725.00	$ 284.94	$ 12,822.30		
68	CURB & GUTTER-TYPE I	LF	5,081	$ 65.00	$ 330,265.00	$ 53.00	$ 269,293.00	$ 51.83	$ 263,348.23		
69	VALLEY GUTTER	SY	343	$ 200.00	$ 68,600.00	$ 180.00	$ 61,740.00	$ 166.70	$ 57,178.10		
70	CURB-TYPE I	LF	231	$ 50.00	$ 11,550.00	$ 35.00	$ 8,085.00	$ 35.67	$ 8,239.77		
71	SIDEWALK CONCRETE 4IN	SY	2,074	$ 150.00	$ 311,100.00	$ 97.00	$ 201,178.00	$ 88.89	$ 184,357.86		
72	DRIVEWAY CONCRETE 6IN	SY	748	$ 165.00	$ 123,420.00	$ 110.00	$ 82,280.00	$ 99.28	$ 74,261.44		
73	DETECTABLE WARNING PANELS	SF	417	$ 50.00	$ 20,850.00	$ 27.00	$ 11,259.00	$ 25.06	$ 10,450.02		
74	DRIVEWAY CONCRETE 8IN	SY	122	$ 175.00	$ 21,350.00	$ 135.00	$ 16,470.00	$ 126.06	$ 15,379.32		
75	8IN CONCRETE PAVEMENT	SY	48	$ 250.00	$ 12,000.00	$ 120.00	$ 5,760.00	$ 111.50	$ 5,352.00		
76	SIDEWALK TRENCH DRAIN	LF	15	$ 200.00	$ 3,000.00	$ 850.00	$ 12,750.00	$ 934.75	$ 14,021.25		
77	ROUT & SEAL	LF	70	$ 30.00	$ 2,100.00	$ 50.00	$ 3,500.00	$ 22.18	$ 1,552.60		
78	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	166	$ 37.50	$ 6,225.00	$ 44.00	$ 7,304.00	$ 40.00	$ 6,		

79	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	SF	110	$ 37.50	$ 4,125.00	$ 42.00	$ 4,620.00	$ 3			
80	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	452	$ 25.00	$ 11,300.00	$ 20.00	$ 9,040.00	$ 18.00	$ 8,136.00		
81	PVMT MK PAINTED 4IN LINE	LF	2,418	$ 4.00	$ 9,672.00	$ 2.50	$ 6,045.00	$ 2.00	$ 4,836.00		
82	PVMT MK PAINTED 6IN LINE	LF	320	$ 10.00	$ 3,200.00	$ 4.50	$ 1,440.00	$ 4.00	$ 1,280.00		
83	PVMT MK PAINTED 24IN LINE	LF	82	$ 20.00	$ 1,640.00	$ 11.00	$ 902.00	$ 10.00	$ 820.00		
84	PREFORMED PATTERNED PVMT MK 6IN LINE-GROOVED	LF	313	$ 15.00	$ 4,695.00	$ 16.00	$ 5,008.00	$ 15.00	$ 4,695.00		
85	PREFORMED PATTERNED PVMT MK 24IN LINE-GROOVED	LF	76	$ 60.00	$ 4,560.00	$ 55.00	$ 4,180.00	$ 50.00	$ 3,800.00		
86	OBLITERATION OF PAVEMENT MARKING	SF	636	$ 10.00	$ 6,360.00	$ 5.00	$ 3,180.00	$ 4.00	$ 2,544.00		
87	LIGHTING SYSTEM A	EA	1	$ 510,000.00	$ 510,000.00	$ 377,500.00	$ 377,500.00	$ 343,175.00	$ 343,175.00		
88	EXLORATORY EXCAVATION	LSUM	1	$ 15,000.00	$ 15,000.00	$ 1,000.00	$ 1,000.00	$ 12,584.71	$ 12,584.71		
				Total Estimate	***$ 5,992,593.50***	**Total Bid**	***$ 4,070,263.00***	**Total Bid**	***$ 4,615,881.52***		

Certification: I certify the above bid tabulation for the bids opened on Friday, March 28, 2025 at 10:00 AM MT at Dickinson City Hall, 38 1st Street West, Dickinson, ND.



Jason P. Gullicks, PE

03/28/2025

Date

CITY OF Dickinson North Dakota

Engineering Memorandum

April 9, 2025

RE: April 15th Commission Meeting

SIMS – 2nd ST E to 9th ST E – BID AWARD TO BEK CONSULTING, LLC

For your consideration is a bid award for the project number 202509 – Sims – 2nd St E to 9th St E project. The bid opening took place at City Hall on Friday March 28, 2025 where two bids were received. The engineer's opinion of probable cost was $5,992,593.50, and the total bid was ***$4,070,263.00*** – a difference of approximately -32 percent. The key differences in the engineer's opinion of probable cost to the bid were noted to be: mobilization, bituminous removal, storm sewer pipe, 8-inch PVC (C900) watermain, aggregate base course, and street lighting system.

The bid award is ***contingent*** upon a final review from the North Dakota Department of Environmental Quality due to the State Revolving Fund loan for the project.

Key attributes to the project include:

- Storm sewer extension
- Replacing approximately 2,200 lineal feet of cast iron pipe with PVC pipe
- Replacing approximately 2 lead service line from the water main to the meter in the buildings
- Lining the existing sanitary sewer main
- Department of Water Resources grant has been submitted for the project; gross eligible cost estimate is $1.6 million; the 60% grant is estimated to be $0.96 million. The project was heard at the State Water Commission meeting on April 10.

The construction is planned to be completed during the 2025 construction season. The project was budget in the 2025 capital improvement project plan with the following funding sources; Gross Production Tax, State Revolving Fund Loan for the storm sewer extension and sanitary sewer lining, State Revolving Fund Loan for the lead service line replacement, and Department of Water Resources grant for the watermain replacement.

The city engineering staff recommends approval.

NOTICE OF AWARD

Date of Issuance:

Owner:	*City of Dickinson, North Dakota*	Owner's Contract No.:	
Engineer:	*Apex Engineering Group*	Engineer's Project No.:	*20.107.0162*
Project:	*City Project #202509*	Contract Name:	
	Sims Street – 2nd St E to 9th St E		
Bidder:	*BEK Consulting, LLC*		

Bidder's Address: *3180 Highway 22, Dickinson, ND 58602*

TO BIDDER:

You are notified that Owner has accepted, your Bid dated March 28, 2025 for the above Contract, and that you are the Successful Bidder and are awarded a Contract, pending North Dakota Department of Environmental Quality approval, for:

Sims Street – 2nd St E to 9th St E, City Project #202509.

The Contract Price of the awarded Contract, based on unit prices, is: **$ 4,070,263.00**

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award.

Two (2) sets of the Drawings and one copy in electronic portable document format (PDF) will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Engineer Three (3) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders (Article 20), General Conditions (Articles 2 and 6) and Supplementary Conditions (Paragraph SC-6.03).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions and Paragraph SC-2.02 of the Supplemental Conditions.

Owner**:** City of Dickinson, North Dakota

Authorized Signature

By: _____

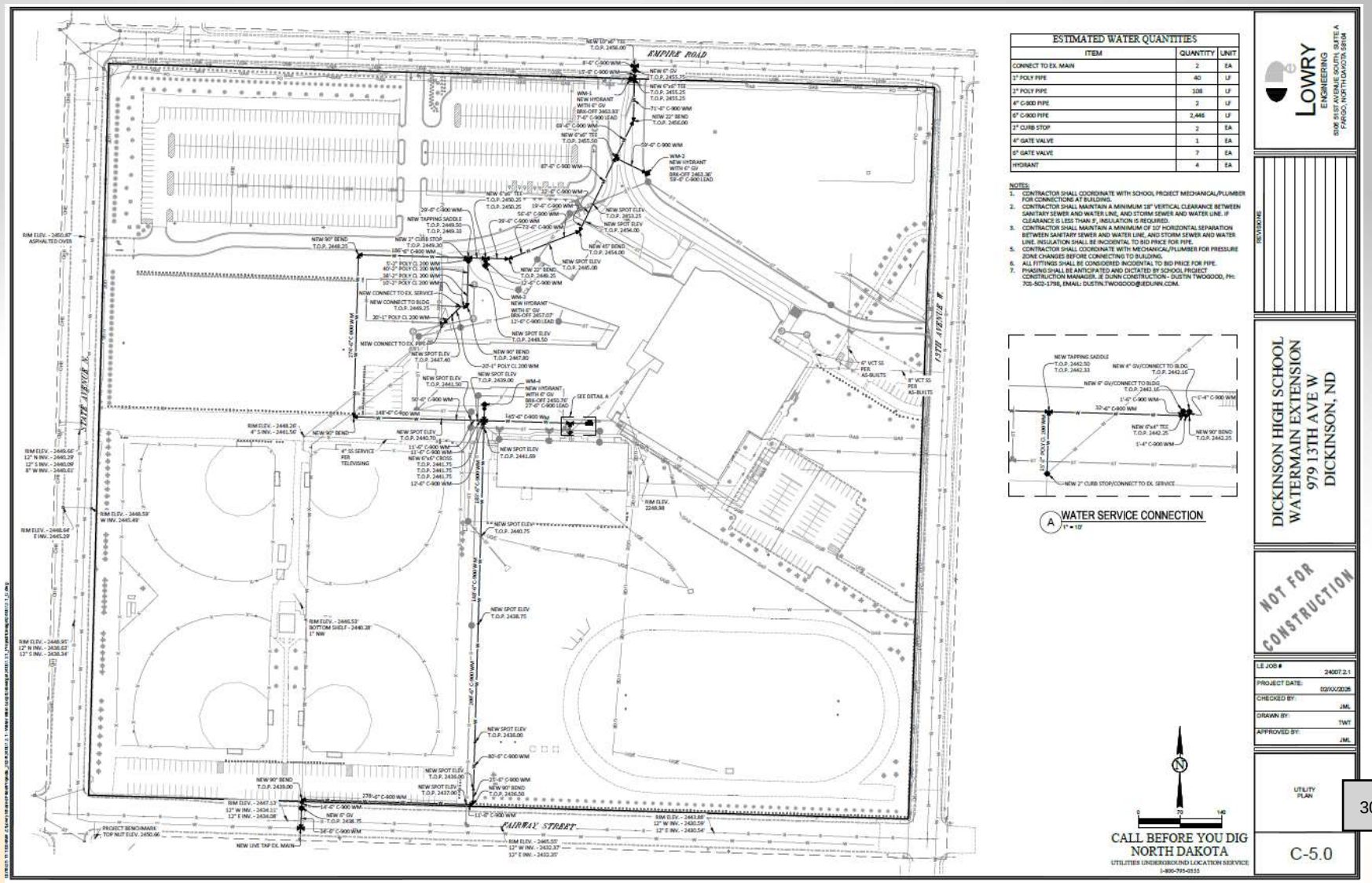
Title: _____

Date: _____

Copy: Engineer

Dickinson High School Development Agreement: Project 202511

APPROXIMATELY 2,100 LF of NEW 6-INCH PVC MAIN TO BE INSTALLED WITH THE PROJECT



CITY OF Dickinson North Dakota

Dickinson High School Watermain Extension
Project Number: 202511
Dickinson, ND
Bid Tabulation
3/28/2025

GENERAL WORK ITEMS

No.	Bid Item	Quantitiy	Unit	Engineer's Estimate Unit Price	Engineer's Estimate Total	BEK CONSULTING, LLC Unit Price	BEK CONSULTING, LLC Total	B.G. EXCAVATION, INC. Unit Price	B.G. EXCAVATION, INC. Total	CORDOVA CONSTRUCTION Unit Price	CORDOVA CONSTRUCTION Total	PICARD EXCAVATING INC. Unit Price	PICARD EXCAVATING INC. Total
1	Mobilization	1	LS	$ 75,000.00	$ 75,000.00	$ 6,700.00	$ 6,700.00	$ 5,000.00	$ 5,000.00	$ 14,200.00	$ 14,200.00	$ 20,200.00	$ 20,200.00
2	Bonding	1	LS	$ 58,000.00	$ 58,000.00	$ 3,960.00	$ 3,960.00	$ 4,000.00	$ 4,000.00	$ 6,810.00	$ 6,810.00	$ 12,000.00	$ 12,000.00
3	Insurance	1	LS	$ -	$ -	$ 2.00	$ 2.00	$ 2,000.00	$ 2,000.00	$ 1,890.00	$ 1,890.00	$ 10,000.00	$ 10,000.00
4	Traffic Control	1	LS	$ 10,000.00	$ 10,000.00	$ 7,650.00	$ 7,650.00	$ 6,500.00	$ 6,500.00	$ 3,550.00	$ 3,550.00	$ 15,000.00	$ 15,000.00
				TOTAL	$ 143,000.00	**TOTAL**	$ 18,312.00	**TOTAL**	$ 17,500.00	**TOTAL**	$ 26,450.00	**TOTAL**	$ 57,200.00

DEMOLITION ITEMS

No.	Bid Item	Quantity	Unit	Engineer's Estimate Unit Price	Engineer's Estimate Total	BEK CONSULTING, LLC Unit Price	BEK CONSULTING, LLC Total	B.G. EXCAVATION, INC. Unit Price	B.G. EXCAVATION, INC. Total	CORDOVA CONSTRUCTION Unit Price	CORDOVA CONSTRUCTION Total	PICARD EXCAVATING INC. Unit Price	PICARD EXCAVATING INC. Total
5	Remove Ex. Curb & Gutter	10	LF	$ 27.50	$ 275.00	$ 36.00	$ 360.00	$ 50.00	$ 500.00	$ 42.00	$ 420.00	$ 836.65	$ 8,366.50
6	Remove Ex. Sidewalk	7	SY	$ 45.00	$ 315.00	$ 75.00	$ 525.00	$ 65.00	$ 455.00	$ 45.00	$ 315.00	$ 1,338.07	$ 9,366.49
7	Remove Ex. Asphalt	562	SY	$ 22.00	$ 12,364.00	$ 10.00	$ 5,620.00	$ 15.00	$ 8,430.00	$ 13.50	$ 7,587.00	$ 18.33	$ 10,301.46
8	Remove Ex. Water Pipe	70	LF	$ 8.00	$ 560.00	$ 8.00	$ 560.00	$ 25.00	$ 1,750.00	$ 34.00	$ 2,380.00	$ 133.81	$ 9,366.70
9	Remove Ex. Hydrant	1	EA	$ 2,200.00	$ 2,200.00	$ 540.00	$ 540.00	$ 1,500.00	$ 1,500.00	$ 2,775.00	$ 2,775.00	$ 9,366.70	$ 9,366.70
10	Remove Ex. Concrete Post	10	EA	$ 300.00	$ 3,000.00	$ 87.00	$ 870.00	$ 30.00	$ 300.00	$ 65.00	$ 650.00	$ 686.65	$ 6,866.50
11	Remove Ex. Tree	3	EA	$ 1,000.00	$ 3,000.00	$ 1,220.00	$ 3,660.00	$ 500.00	$ 1,500.00	$ 850.00	$ 2,550.00	$ 2,955.50	$ 8,866.50
				TOTAL	$ 21,714.00	**TOTAL**	$ 12,135.00	**TOTAL**	$ 14,435.00	**TOTAL**	$ 16,677.00	**TOTAL**	$ 62,500.85

SITE ITEMS

No.	Bid Item	Quantity	Unit	Engineer's Estimate Unit Price	Engineer's Estimate Total	BEK CONSULTING, LLC Unit Price	BEK CONSULTING, LLC Total	B.G. EXCAVATION, INC. Unit Price	B.G. EXCAVATION, INC. Total	CORDOVA CONSTRUCTION Unit Price	CORDOVA CONSTRUCTION Total	PICARD EXCAVATING INC. Unit Price	PICARD EXCAVATING INC. Total
12	Curb & Gutter - Highback Style	10	LF	$ 100.00	$ 1,000.00	$ 93.00	$ 930.00	$ 70.00	$ 700.00	$ 175.00	$ 1,750.00	$ 1,055.65	$ 10,556.50
13	Asphalt Pavement - 5"	500	SY	$ 50.00	$ 25,000.00	$ 76.00	$ 38,000.00	$ 88.00	$ 44,000.00	$ 95.50	$ 47,750.00	$ 70.73	$ 35,365.00
14	Concrete Sidewalk	7	SY	$ 195.00	$ 1,365.00	$ 208.00	$ 1,456.00	$ 110.00	$ 770.00	$ 108.00	$ 756.00	$ 1,623.78	$ 11,366.46
15	Asphalt Street Patch	62	SY	$ 65.00	$ 4,030.00	$ 116.00	$ 7,192.00	$ 315.00	$ 19,530.00	$ 153.00	$ 9,486.00	$ 232.68	$ 14,426.16
16	Pavement Marking - Painted 4" Line	228	LF	$ 6.50	$ 1,482.00	$ 3.25	$ 741.00	$ 2.25	$ 513.00	$ 8.00	$ 1,824.00	$ 41.08	$ 9,366.24
17	Seeding & Hydromulch	608	SY	$ 1.25	$ 760.00	$ 8.30	$ 5,046.40	$ 5.50	$ 3,344.00	$ 7.00	$ 4,256.00	$ 16.76	$ 10,190.08
				TOTAL	$ 33,637.00	**TOTAL**	$ 53,365.40	**TOTAL**	$ 68,857.00	**TOTAL**	$ 65,822.00	**TOTAL**	$ 91,270.44

WATER SUPPLY ITEMS

No.	Bid Item	Quantity	Unit	Engineer's Estimate Unit Price	Engineer's Estimate Total	BEK CONSULTING, LLC Unit Price	BEK CONSULTING, LLC Total	B.G. EXCAVATION, INC. Unit Price	B.G. EXCAVATION, INC. Total	CORDOVA CONSTRUCTION Unit Price	CORDOVA CONSTRUCTION Total	PICARD EXCAVATING INC. Unit Price	PICARD EXCAVATING INC. Total
18	Water Main - 8" PVC C900	2,169	LF	$ 185.00	$ 401,265.00	$ 81.00	$ 175,689.00	$ 80.00	$ 173,520.00	$ 47.00	$ 101,943.00	$ 27.37	$ 59,365.53
19	Water Main - 6" PVC C900	278	LF	$ 160.00	$ 44,480.00	$ 81.00	$ 22,518.00	$ 70.00	$ 19,460.00	$ 44.00	$ 12,232.00	$ 39.00	$ 10,842.00
20	Water Main - 4" PVC C900	5	LF	$ 140.00	$ 700.00	$ 106.00	$ 530.00	$ 50.00	$ 250.00	$ 80.00	$ 400.00	$ 1,361.54	$ 6,807.70
21	Gate Valve & Box - 8"	2	EA	$ 7,500.00	$ 15,000.00	$ 4,330.00	$ 8,660.00	$ 3,875.00	$ 7,750.00	$ 3,925.00	$ 7,850.00	$ 6,349.44	$ 12,698.88
22	Gate Valve & Box - 6"	5	EA	$ 5,500.00	$ 27,500.00	$ 3,260.00	$ 16,300.00	$ 3,300.00	$ 16,500.00	$ 3,370.00	$ 16,850.00	$ 3,632.57	$ 18,162.85
23	Gate Valve & Box - 4"	2	EA	$ 4,500.00	$ 9,000.00	$ 2,650.00	$ 5,300.00	$ 2,800.00	$ 5,600.00	$ 2,890.00	$ 5,780.00	$ 5,181.03	$ 10,362.06
24	Hydrant - 6"	4	EA	$ 10,000.00	$ 40,000.00	$ 8,230.00	$ 32,920.00	$ 9,000.00	$ 36,000.00	$ 9,620.00	$ 38,480.00	$ 7,241.73	$ 28,966.92
25	Connect to Existing Water Main	2	EA	$ 5,000.00	$ 10,000.00	$ 10,160.00	$ 20,320.00	$ 10,500.00	$ 21,000.00	$ 5,465.00	$ 10,930.00	$ 7,686.00	$ 15,372.00
26	Water Service Line - 1" Poly	40	LF	$ 110.00	$ 4,400.00	$ 158.00	$ 6,320.00	$ 25.00	$ 1,000.00	$ 61.00	$ 2,440.00	$ 165.95	$ 6,638.00
27	Water Service Line - 2" Poly	108	LF	$ 120.00	$ 12,960.00	$ 136.00	$ 14,688.00	$ 40.00	$ 4,320.00	$ 54.00	$ 5,832.00	$ 80.52	$ 8,696.16
28	Curb Stop & Box - 2"	2	EA	$ 1,000.00	$ 2,000.00	$ 1,010.00	$ 2,020.00	$ 1,200.00	$ 2,400.00	$ 1,610.00	$ 3,220.00	$ 4,145.79	$ 8,291.58
29	Fittings - All Types & Sizes	1	LS	$ 30,000.00	$ 30,000.00	$ 52,902.60	$ 52,902.60	$ 39,700.00	$ 39,700.00	$ 26,640.00	$ 26,640.00	$ 6,366.49	$ 6,366.49
				TOTAL	$ 597,305.00	**TOTAL**	$ 358,167.60	**TOTAL**	$ 327,500.00	**TOTAL**	$ 232,597.00	**TOTAL**	$ 192,570.17

Legend	
	Correction
	Low Bid

TOTAL $ 795,656.00	**TOTAL** $ 441,980.00	**TOTAL** $ 428,292.00	**TOTAL** $ 341,546.00	**TOTAL** $ 403,541.46
Engineer's Estimate	**BEK CONSULTING, LLC**	**B.G. EXCAVATION, INC.**	**CORDOVA CONSTRUCTION**	**PICARD EXCAVATING INC.**

CITY OF Dickinson North Dakota

Engineering Memorandum

April 10, 2025

RE: April 15th Commission Meeting

DHS WATERMAIN EXTENSION – BID AWARD TO CORDOVA CONSTRUCTION

For your consideration is a bid award for the project number 202511 – DHS Watermain Extension project. The bid opening took place at City Hall on Friday March 28, 2025 where four bids were received. The engineer's opinion of probable cost was $795,656.00, and the total bid was ***$341,546.00*** – a difference of approximately -59 percent. Almost all bid items were less than the engineer's opinion of probable cost.

Key attributes to the project include:

- Loop the new watermain from Fairway Street to Empire Road
- Department of Water Resources grant has been approved for the project at the State Water Commission meeting on April 10; the 60% grant is estimated to be $236,691 which includes construction engineering costs.

The project is directly associated with the development agreement with the Dickinson Public School District which was approved at the March 18th, 2025 City Commission meeting.

The city engineering staff recommends approval.

NOTICE OF AWARD

Date of Issuance:

Owner:	City of Dickinson, North Dakota	Owner's Contract No.:	202511
Engineer:	Lowry Engineering	Engineer's Project No.:	24007.2.1
Project:	City Project # 202511 DHS Watermain Extension Project	Contract Name:	
Bidder:	Cordova Construction		
Bidder's Address:	10939 27D St SW Dickinson, ND 58602		

TO BIDDER:

You are notified that Owner has accepted your Bid dated March 28, 2025 for the above Contract, and that you are the Successful Bidder and are awarded a Contract, for:

DHS Watermain Extension Project, City Project #202511

The Contract Price of the awarded Contract is: **$341,546.00** based on unit prices.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award.

Two (2) sets of the Drawings and one copy in electronic portable document (pdf) will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner Three (3) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner**:** City of Dickinson, North Dakota

Authorized Signature

By: _____.

Title: _____.

Date: _____.

Copy: Engineer

2024 INCOME

INCOME	AMOUNT RECEIVED
Adams County	1,500
Billings County	7,000
Bowman County	5,000
Dunn County	29,052
Golden Valley County	3,665
Hettinger County	2,500
Slope County	1,250
Stark County*	219,074
City of Dickinson	22,000
City of Scranton	500
Juvenile Court Reimbursement	6,000
Out of School Suspension	4,735
Youth Bureau Classes	2,011
Attendant Care/Shelter Care	162,230
United Way	800
Miscellaneous Income	6,906
***Also provides for office space and utilities**	**$474,223**

2024 EXPENDITURES

Salaries	312,670
Workforce Safety	1,312
Retirement	9,912
Taxes	23,759
Health Insurance	25,156
Supplies	22,100
Educational Material	596
Postage	432
Travel	3,034
Telephone/Cable/Cell Phone	6,915
Training	4,090
Accounting/Legal	775
Equipment/Repairs	4,978
Insurance	5,427
Dues/Subscriptions	3,687
Misc.	1,015
	$425,858

SUNRISE YOUTH BUREAU CLASSES

The Sunrise Youth Bureau offers their own classes for the youth that need them or are referred to take them. The classes are intended to help youth understand the risks and dangers associated with some of the choices they make and offer the chance to learn skills to make better choices in the future.

CLASS	NUMBER OF CLASSES	NUMBER OF STUDENTS
Anger Management	15	16
Theft/Shoplifting	6	7
Self-Esteem/Mental Health	10	12
Drug Awareness	6	7
Making Good Choices	15	18
Solving Conflicts	6	7
Are You A Bully	5	5
Vaping	15	16
Vaping THC	6	7
Respect & Rules	11	12
Alcohol Awareness	9	10
Peer Pressure	5	5
Friendship	2	2
Dating Rights	1	1
Getting Through Divorce	1	1
Managing Social Media Addiction	1	1
Sexual Harassment	3	3
Social Anxiety	2	2
Dangers of Sexting	7	7
Total	**126**	**139**

COMMUNITY OUTREACH

In addition to our other services, Sunrise Youth Bureau provides community outreach. We are active in our community by participating in health fairs, educational booths, and community events. The Sunrise Youth Bureau staff collaborates with other agencies in the community to work together on special events. The Sunrise Youth Bureau staff is involved with many committees, as well as, helping with many events and conferences. If you would like us to attend your community event, please contact us!

EDUCATIONAL CLASSES IN SCHOOLS

The Sunrise Youth Bureau does prevention work and educational presentations in the area schools. These presentations include hands-on activities and information on important issues such as alcohol/drug awareness, appreciating differences, bullying and teasing, conflict resolution, harassment, manners, relationships, rules and respect, self-esteem, and tobacco prevention.

COUNTY	NUMBER OF CLASSES	NUMBER OF STUDENTS
Stark	197	3,275
Dunn	0	0
Hettinger	1	121
Slope	8	27
Billings	25	280
Bowman	0	0
Adams	64	1,236
Golden Valley	0	0
Total	**295**	**4,939**

SUSPENSION PROGRAM

The Out of School Suspension Program is for students who are expelled or suspended from school. It is an alternative to in-school suspension or at-home suspension and will require students to complete their homework. The students are also exposed to educational materials relating to a specific at-risk behavior the student may exhibit. They spend their normal school hours at the Sunrise Youth Bureau.

SCHOOL	STUDENTS	HOURS	DAYS
DMS	50	430.50	63.25
South Heart	1	9.50	1.50
Berg	1	14.00	2.00
Total	52	454.00	66.75

COUNTY USAGES

COUNTY	DIVERSION	OUT OF SCHOOL SUSPENSION
Stark	77	52
Golden Valley	1	0
Adams	1	0
Bowman	2	0
Dunn	11	0
Hettinger	2	0
Billings	0	0
Slope	0	0
Other	1	0
Total	95	52

COUNTY	ATTENDANT/SHELTER CARE	SYB CLASSES*	EDUCATIONAL CLASSES**
Stark	65	112	197
Golden Valley	4	3	0
Adams	0	1	64
Bowman	1	1	0
Dunn	4	16	0
Hettinger	0	5	1
Slope	0	0	8
Billings	0	0	25
Other	3	1	0
Total	**77**	**139**	**295**

*** Number of classes taught: 126**

**** Number of students taught: 4,939**

February 1, 2025

This is the Sunrise Youth Bureau 2024 Annual Report. This report is broken down into the key programs that the Youth Bureau provides:

- Diversion/Crisis Intervention
- Education/Prevention
- Attendant Care/Shelter Care
- Out of School Suspension

Also included is a breakdown of the key programs by county usage and the 2024 income and expenditures.

On behalf of the Board of Directors, we want to thank those who supported the Youth Bureau during 2024. To all of the counties, cities and other agencies that provided us with financial support, we sincerely appreciate it and please know we are providing needed and valuable services to you.

We welcome any comments/suggestions to make our programs better and can be reached at (701) 483-9498. Please feel free to pass this report on to any other agencies. Once again, thank you for your continual support!

For more information on our services, please visit our website at www.sunriseyouthbureau.com.

Holly Praus, Director

ATTENDANT CARE/SHELTER CARE

Attendant Care is the constant supervision of a juv[illegible] trained attendant in a non-physical secure setting. Attendant Care is designed for juveniles who are inappropriate for shelter care or because the behavior warrants greater structure. Youth are housed at the Bureau anywhere from a few hours to several days.

Shelter Care is temporary care during which a child needs a safe bed outside of the home. Placement must be made by an appropriate agency. Sunrise Youth Bureau is certified for ages 10-17 and can have no more than 6 children at a time.

COUNTY	MALE	FEMALE	HOURS
Adams	0	0	0.00
Billings	0	0	0.00
Bowman	0	1	153.50
Dunn	2	2	67.75
Golden Valley	2	2	297.00
Hettinger	0	0	0.00
Stark	39	26	4516.75
Slope	0	0	0.00
Other	2	1	35.00
Total	45	32	5070.00

ATTENDANT CARE/SHELTER CARE COST BY COUNTY

Adams	$0.00
Billings	0.00
Bowman	3,377.00
Dunn	1,490.50
Golden Valley	6,534.00
Hettinger	0.00
Stark	99,368.50
Slope	0.00
Other	770.00
Total	**$111,540.00**

DIVERSION/CRISIS INTERVENTION PROGRAM

The Sunrise Youth Bureau Diversion program provides an opportunity for youth to avoid a hearing in juvenile court. The purpose is to keep youth from entering the juvenile justice system, while still being held accountable for their actions. The Sunrise Youth Bureau is able to provide programming and supervision to the youth, while being a support system to the youth and their family. The Sunrise Youth Bureau believes that early intervention during crisis situations is an opportunity for positive change. Staff provides immediate intervention and assessment for family conflicts, legal issues and youth related mental health issues. The SYB is available to assist law enforcement agencies, schools, parents and youth in crisis.

VIOLATIONS

Disorderly Conduct-7
Shoplifting/Theft-10
Drug Offenses-11
Alcohol Offenses-17
Harassment/Terrorizing-5
Simple Assault-4
Criminal Mischief/Criminal Trespass-10
Other-2
Sexual Offenses-3
Parent Referral-26

COUNTY

Stark-77
Bowman-2
Hettinger-2
Golden Valley-1
Dunn-11
Billings-0
Slope-0
Adams-1
Other-1

GENDER

Male-62
Female-33

REFERRAL AGENCY

Juvenile Court (SW)-69
Parents-26

Total Youth Referred - 95

SUNRISE YOUTH BUREAU

2024 Annual Report

Dickinson Parks And Recreation Zoning Map Amendment Staff Report

To: City of Dickinson Board of Commissioners
From: City of Dickinson Community Development Services
Date: April 2, 2025
Re: REZ-001-2025 Dickinson Parks and Recreation Zoning Map Amendment

OWNER/APPLICANT
Craig Pearson/Dickinson Parks & Recreation
2004 Fairway Street
Dickinson, ND, 58601
dprd@dickinsonparks.org
(701) 456-2071

Public Hearing	April 9, 2025	Planning and Zoning Commission
Public Hearing	April 15, 2025	City Commission
Final Consideration	May 6, 2025	City Commission

The applicant is requesting the approval of a zoning map amendment from unzoned and Community Commercial (CC) to Public (P) for Part of Block 4 of the Nuhaven Second Addition Subdivision, located within the City of Dickinson. The purpose of this rezoning is to allow the Park District to utilize the space for plantings to establish a community orchard.

Staff recommendation: Staff recommends approval of this rezone.

LOCATION

CURRENT ZONING	**Unzoned & CC**
FUTURE LAND USE MAP DESIGNATION	**PARKS/RECREATION**
GROSS SITE ACREAGE	**+/- 3.40 acres**
LOTS PROPOSED	**N/A**

ADJACENT ZONING & LAND USE		
Direction	**Zoning**	**Land Use**
North	R-3	Interstate ROW; Undeveloped
East	CC	Commercial
South	R-1	Single-family residential
West	R-1	Single-family residential

COMPATIBILITY, COMPLIANCE, AND RECOMMENDATIONS

Compatibility with the Comprehensive Plan

According to the City's Comprehensive Plan Future Land Use Map (FLUM), the subject property is designated PARKS/RECREATION. This zoning map amendment request is consistent with this FLUM designation.

Compliance with The Zoning Ordinance

The eastern 15 feet of parcel is currently zoned as Community Commercial (CC), while the remainder is unzoned. According to Section 62-160 of the Zoning Ordinance, "A base district designation shall apply to each lot or site within the City and its planning jurisdiction. A site must be in one base district." The proposed rezone adds a zoning district to unzoned land, and eliminates the partial CC zoning, bringing the lot into compliance with the Municipal Code.

According to the applicant, the proposed community orchard plan will be properly screened from the adjacent single-family residential to the West.

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 REZ-001-2025.

MOTIONS:

*****Approval*****

"I move the City of Dickinson Planning and Zoning Commission recommend approval of **REZ-001-2025: The Dickinson Parks and Recreation Rezoning Request** *as being consistent with the City of Dickinson Comprehensive Plan, as being compliant with the City of Dickinson Zoning Ordinance, and as being in the interest of the public health, safety and welfare "*

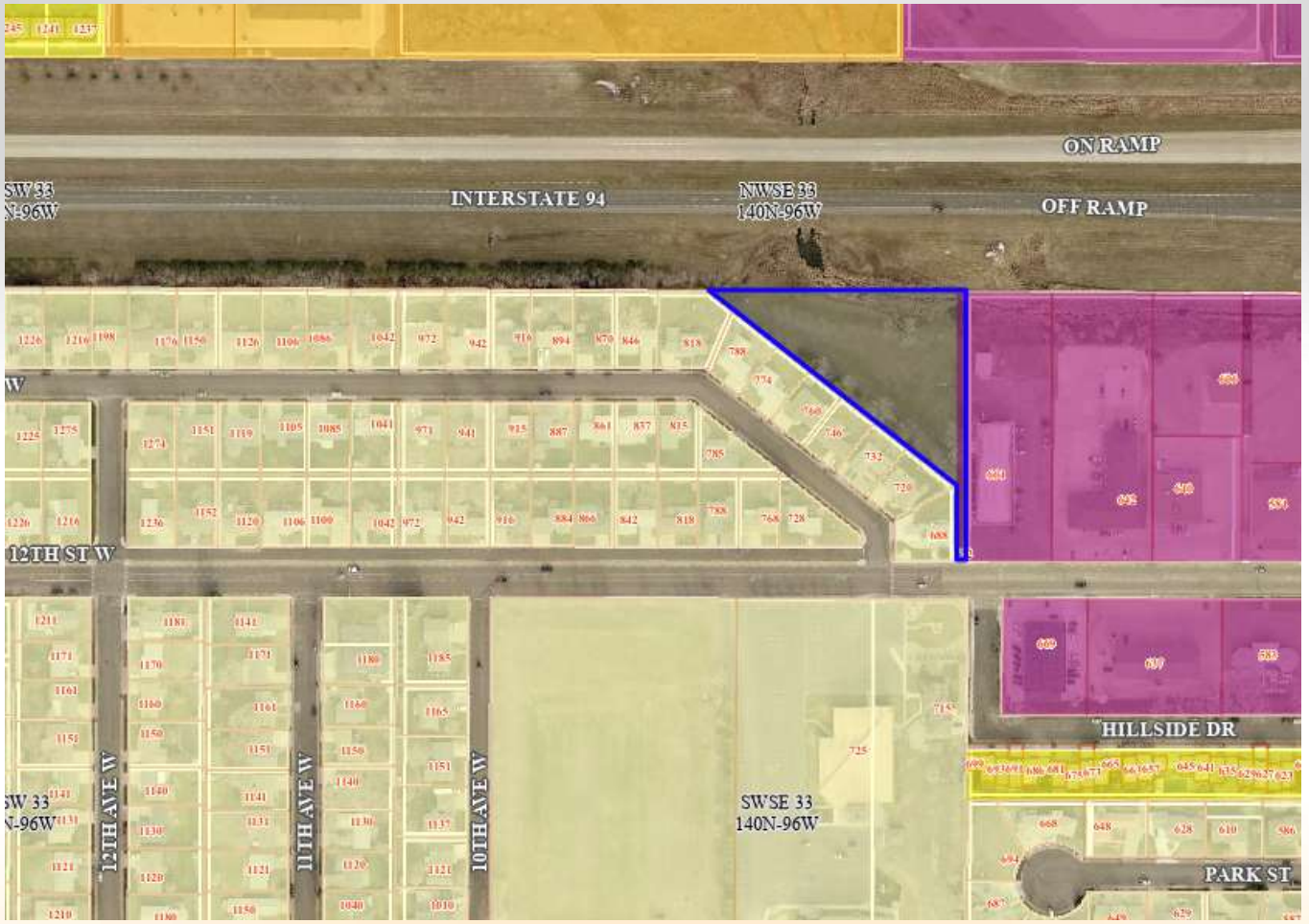
(AND) the following additional requirements **(IF THE PLANNING AND ZONING COMMISSION RECOMMENDS ANY ADDITIONS AND/OR DELETIONS TO THE PROPOSED MOTION LANGUAGE):**

1. _____;
2. _____.

*****Denial*****

"I move the Dickinson Planning and Zoning Commission recommend Denial of **REZ-001-2025: The Dickinson Parks and Recreation Rezoning Request** *as NOT being consistent with the City of Dickinson Comprehensive Plan, as not being compliant with the City of Dickinson Zoning Ordinance, and as being contrary to the interest of the public health, safety and welfare."*

DICKINSON PARKS & REC ZONING MAP AMENDMENT (REZ-001-2025)



CITY OF Dickinson North Dakota

ORDINANCE NO. _____

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

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

Section 1: That the City of Dickinson Zoning Map as provided in the City Code Section 39.04.006, designating the area and boundaries of the "CC" and "P" zoning districts within the jurisdiction of the City of Dickinson, North Dakota, be amended as follows:

1. To reclassify and rezone a parcel from un-zoned and Community Commercial (CC) to Public (P) described as follows:

   Part of Block 4 of the Nuhaven 2nd Addition Subdivision in the NW¼SE¼, Section 33, Township 140 North, Range 96 West, City of Dickinson, Stark County

   Said Tract contains 3.4 acres, more or less.

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

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

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

_____
Scott Decker, President
Board of City Commissioners

ATTEST

_____
Dustin Dassinger, City Administrator

First Reading: _____, 2025
Second Reading: _____, 2025
Final Passage: _____, 2025

Badlands Storage 2nd Addition Final Minor Plat Staff Report

To: City of Dickinson Planning and Zoning Commission
From: City of Dickinson Community Development
Date: April 2, 2025
Re: **FLP-003-2025 Badlands Storage 2nd Addition Final Minor Plat**

OWNER/APPLICANT
Jacob Barney / Five Star Storage
3255 43rd Street SW
Fargo, ND, 58104
jake@fivestarstorage.biz
(612) 439-0600

APPLICANT'S REPRESENTATIVE
Abe Ulmer
Independent Land Surveying & Engineering Inc
4215 Old Red Trail NW
Mandan, ND 58554
abe.ilsurveynd.com
(701) 220-0968

Public Hearing	April 9, 2025	Planning and Zoning Commission
Final Action	April 15, 2025	City Commission

EXECUTIVE SUMMARY

The applicant is requesting approval of a Minor Subdivision Plat for the Badlands Storage 2nd Addition Subdivision, being a replat of Lot 1 in Block 1 of the Badlands Storage Subdivision and Lot 1 in Block 1 of Tweeten's 3rd Addition Subdivision, located within the SE1/4 of the NE1/4 of Section 28, Township 140 North, Range 96 West, 5th Principal Meridian, City of Dickinson, Stark County, North Dakota. According to the applicant, the purpose of the proposed subdivision is to combine the existing lots to expand the existing convenience storage operations. The site is zoned Community Commercial (CC), and the proposed subdivision is +/- 6.04 acres.

Staff Recommendation: Approval.

The applicant has submitted an associated Special Use Permit application for a convenience storage facility (SUP-001-2025). Approval of the SUP is contingent on approval of this minor subdivision plat.

LOCATION

The property is located within the SE1/4 of the NE1/4 of Section 28, Township 140 North, Range 96 West, of the 5th Principal Meridian, City of Dickinson, Stark County, North Dakota. This subdivision contains the existing businesses at 430 29th Street W.

CURRENT ZONING	**CC**
FUTURE LAND USE MAP DESIGNATION	**COMMERCIAL**
GROSS SITE ACREAGE	**+/- 6.04**
LOTS PROPOSED	**1**

ADJACENT ZONING & LAND USE		
Direction	**Zoning**	**Land Use**
North	AG	Undeveloped
East	LC & GI	Daycare, Auto Work
South	CC	Offices
West	R-2	Church

STAFF ANALYSIS

CURRENT ORDINANCE REVIEW

According to Section 52-1 of the Municipal Code, a lot combination requires that affected lots have boundaries coinciding with lot lines on the existing plat. The proposed subdivision involves the combination of one lot from the Badlands Storage Subdivision and one lot from the Tweeten's 3rd Addition, the lot lines do not coincide with a single existing subdivision and an administrative lot modification would not be permitted.

According to Section 52-1 of the Municipal Code, a minor subdivision is a subdivision that does meets the following requirements:

- Does not require the dedication of public rights-of-way or the construction of new public streets or public infrastructure; and
- Does not land-lock or otherwise impair convenient ingress and egress to or from the rear side of the subject tract or any adjacent property; and
- Does not violate any local, state, or federally-adopted law, ordinance, regulation, plan, or policy; and
- Consists of four lots or less.

The proposed subdivision meets the above requirements and would be considered a minor plat.

A 10-foot utility easement is present on the Southwest edge of Lot 1 of Tweeten's 3rd Addition. The applicant is submitting a petition of vacation in order to vacate this easement.

PUBLIC COMMENT AND STAFF RECOMMENDATION

Public Input: Staff has not received any public input as of the date of this report.

Staff Recommendation: Community Development staff recommends **approval** of this minor plat.

MOTIONS:

*****Approval*****

"I move the City of Dickinson Planning and Zoning Commission recommend approval of **FLP-003-2025: Badlands Storage 2nd Addition Final Minor Plat** *as meeting all the requirements of the Dickinson Municipal Code and also being in the interest of the public health, safety and welfare "*

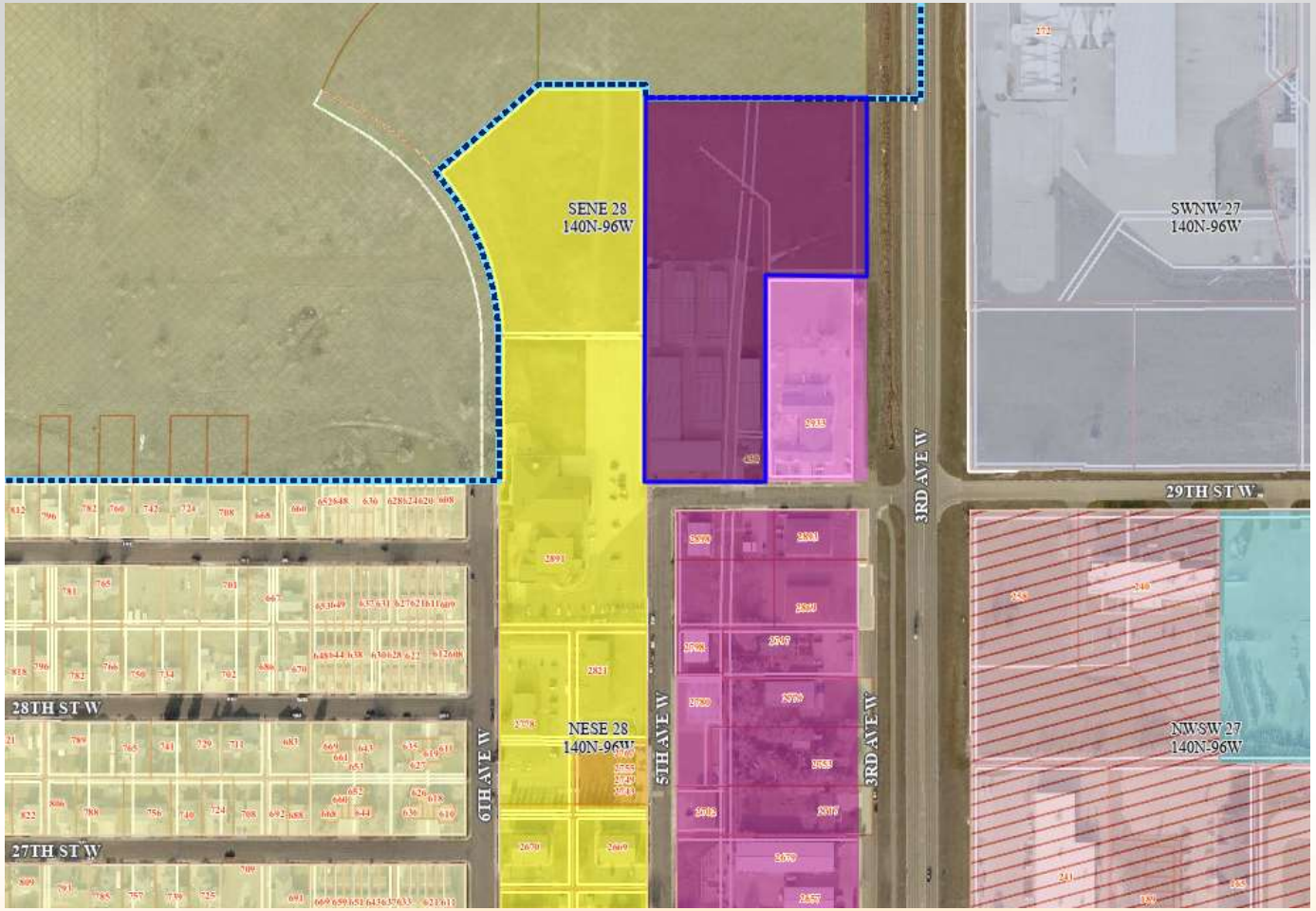
(AND) the following additional requirements **(IF THE PLANNING AND ZONING COMMISSION RECOMMENDS ANY ADDITIONS AND/OR DELETIONS TO THE PROPOSED MOTION LANGUAGE):**

1. _____;
2. _____.

*****Denial*****

"I move the Dickinson Planning and Zoning Commission recommend denial of **FLP-003-2025: Badlands Storage 2nd Addition Final Minor Plat** *as NOT meeting all the requirements of the Dickinson Municipal Code and as being contrary to interest of the public health, safety and welfare."*

BADLANDS STORAGE 2ND ADDITION MINOR SUBDIVISION (FLP-003-2025)



CITY OF Dickinson North Dakota

RESOLUTION NO. _____ - 2025

A RESOLUTION APPROVING A SPECIAL USE PERMIT TO FIVE STAR STORAGE FOR A STORAGE FACILITY LOCATED IN THE SE1/4NE1/4 of SECTION 28, TOWNSHIP 140 NORTH, RANGE 96 WEST, OF THE 5TH PRINCIPAL MERIDIAN, CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA

WHEREAS, Dickinson City Code §39.12.003 allows the Board of City Commissioners to grant discretionary approval for certain uses within zoning districts that have unusual site development or operating characteristics; and

WHEREAS, Dickinson City Code §39.12.003 allows the Board of City Commissioners to establish such conditions and regulations for approval of a special use permit as the Board may deem appropriate; and

WHEREAS, the City has received a request for a special use permit from Five Star Storage for a storage facility, which is a discretionary use provided for in the Dickinson City Code; and

WHEREAS, the Dickinson Planning and Zoning Commission has met and heard public testimony regarding this matter, and recommends approval of the special use permit, subject to the conditions noted below;

NOW, THEREFORE, BE IT RESOLVED that the Board of City Commissioners for the City of Dickinson, North Dakota, hereby grants a special use permit, as provided in Dickinson City Code §39.12.003, to Five Star Storage:

SE1/4NE1/4 of SECTION 28, TOWNSHIP 140 NORTH, RANGE 96 WEST, OF THE 5TH PRINCIPAL MERIDIAN, CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA

The Special Use Permit is subject to the following conditions:

1. The maximum number of storage units shall be limited to 609.

2. Operation of the convenience storage facility shall be as described in this staff report as well as in the site plan and other material found in Attachment A of the Staff Report.

3. Prior to the issuance of any building permits, the developer shall obtain approval from the City Planning Department for site and building designs in accordance with the City's Corridor Overlay District.

4. Prior to the issuance of any building permits, the Badlands Storage 2nd Addition Subdivision plat must be recorded with the County Recorder's office.

5. In the event of a change in ownership or controlling interest in this convenience storage facility and the transfer of this special use permit, any successors and assigns of the original permittee shall comply with the requirements and conditions of this SUP. Within 30 days of such change in ownership or controlling interest of any entity owning the convenience storage facility, the parties to the transaction shall notify the City by letter. The letter shall be signed by the authorized representatives or agents of both the original permittee and the entity to which the permit is being transferred. |

6. Development and operation of the convenience storage facility shall comply with all applicable City, County, State and Federal regulations.

Dated this _____ day of April 2025.

_____
Scott Decker, President
Board of City Commissioners

ATTEST:

_____
Dustin Dassinger
Dickinson City Administrator