



REGULAR MEETING OF THE CITY COMMISSION AGENDA

Tuesday, May 19, 2026 at 4:30 PM MT
City Hall – 38 1st Street West Dickinson, ND 58601

Commissioners:

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

CALL TO ORDER

ROLL CALL

OPENING CEREMONIES: PLEDGE OF ALLEGIANCE

1. ORDER OF BUSINESS: CONSIDERATION FOR APPROVAL

A. Resolution No: 21-2026

Ordinance No: 1861

2. CONSENT AGENDA

A. Approval of City Commission Meeting Minutes dated May 5, 2026 (Enc.)

Presented by: President Decker

Consideration to approve

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

Presented by: President Decker

Consideration to approve

C. Mowing Contracts for 2026 - Rocky Pletan and Ryan Kilwein (Enc.)

Consideration to approve

3. ADMINISTRATION / FINANCE

A. Gaming Site Authorization - Dickinson Heritage Foundation - All In Bar and Lounge; Phat Fish Brewing; Bernie's Esquire Club; Final Final Bar and Lounge; DSU-Scott Gym; DSU- BAC (Enc.)

Presented by: Deputy City Administrator Carlson

Consideration to approve application

B. Gaming Site Authorization - Dickinson Youth Activities - Elks (Enc.)

Presented by: Deputy City Administrator Carlson

Consideration to approve application

C. Authorized Signers for First International Bank (Enc.)

Presented by: Deputy City Administrator Carlson

Consideration to approve Resolution No. ____

D. Budget Work Session Dates

Presented by: Deputy City Administrator Carlson

Consideration to approve

E. Text Amendment Update to Chapter 2 on City Pension Plans (Enc.)

Presented by: Deputy City Administrator Carlson

Consideration to approve second reading and final passage of of Ordinance No. 1859

F. Chapter 58 Amendment (Enc.)

Presented by: SGT Fridrich

Consideration to approve second reading and final passage of Ordinance No. 1858

G. Section 22-57 - Tobacco (Enc.)

Presented by: Attorney Wenko

Consideration to approve second reading and final passage of Ordinance No. 1860

H. HR Monthly Report (Enc.)

Presented by: HR Director Nameniuk

I. Monthly Financial Report (Enc.)

Presented by: Deputy Finance Director Greenwood

4. PUBLIC WORKS

5. PUBLIC SAFETY - FIRE

6. PUBLIC SAFETY - POLICE

7. COMMUNITY DEVELOPMENT

A. Demolition Bids for 45 7th Avenue West, Dickinson, ND 58601 (Enc.)

Presented by: Building Official Schwindt

Consideration to approve

B. Final Plat - Energy Center 7th Addition Minor Subdivision (Enc.)

Presented by: Planner Birchak

Consideration to approve Resolution No. ____

C. Development Agreement with Dickinson Parks and Rec (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve Development Agreement

D. Development Agreement with Peaceful Pioneer Partners (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve Development Agreement

E. 4th Avenue SE Construction Engineering Task Order to Northern Plains Engineering

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve Task Order

F. Geotechnical Engineering Contract with Braun Intertec (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve Contract

G. Northern Plains Engineering Construction Material Testing for Museum Task Order (Enc.)

Presented by: Senior Engineer Keller

Consideration to approve Task Order

H. GT Architect Museum Expansion Construction Services Task Order (Enc.)

Presented by: Senior Engineering Keller

Consideration to approve Task Order

I. Fire Station 1A - ICON Architect - Contract for Design (Enc.)

Presented by: Senior Engineer Keller

Consideration to approve Contract

8. PUBLIC HEARING – 5:00 PM

A. Public Hearing - 32nd Street SW Access Road Vacation of ROW (Enc.)

Presented by: Planner Birchak

Consideration to approve first reading of Ordinance No. ____

B. Public Hearing - Special Use Permit - 2026 Cabinet Creations (Enc.)

Presented by: Planner Birchak

Consideration to approve Resolution No. ____

9. PUBLIC COMMENTS

10. COMMISSION COMMENTS

11. ADJOURNMENT

Link for viewing Commission Meeting:

Stream Link: <https://youtube.com/live/RtYP07Gq7IQ>

Teams Meeting: <https://tinyurl.com/CCM05192026>

Teams Meeting ID: 274 259 207 229 57 **Meeting Passcode:** 47mK9pw6

Teams Phone #: 1-701-506-0320 **Phone Conference ID:** 862 928 746#

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

REGULAR MEETING

DICKINSON CITY COMMISSION

May 5, 2026

I. CALL TO ORDER

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

II. ROLL CALL

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

Telephone: None

Absent: Commissioner Joe Ridl

PLEDGE OF ALLEGIANCE

1. ORDER OF BUSINESS

MOTION BY: Jason Fridrich SECONDED BY: Russ Murphy
To approve the May 5, 2026 meeting as presented with the removal of ICON Contract under 7D.

DISPOSITION: Roll call vote...Aye 4, Nay 0, Absent 1
Motion declared duly passed

2. CONSENT AGENDA

MOTION BY: Robert Baer SECONDED BY: Russ Murphy
A. Approval of the City Commission Meeting Minutes dated April 21, 2026
B. Approval of Accounts Payable, Commerce Bank and Checkbook

DISPOSITION: Roll call vote...Aye 4, Nay 0, Absent 1
Motion declared duly passed

3. ADMINISTRATION/FINANCE

A. Gaming Site – Dickinson Eagles Club

City Administrator Dustin Dassinger presents a Gaming Site Authorization for Dickinson Eagles Club which is located at 31 1st Avenue East. He lists the kinds of gaming they will be having from 7/1/2026-6/30/2027.

MOTION BY: Russ Murphy SECONDED BY: Robert Baer
To approve the Gaming Site Authorizations for Dickinson Eagles Club.

DISPOSITION: Roll call vote...Aye 4, Nay 0, Absent 1
Motion declared duly passed

B. Gaming Site Authorization – Dickinson Youth Activities – The Rock Bar, Buffalo Wild Wings, Neighbors, Spur Bar, Grand Dakota Lodge, and Mavericks

City Administrator Dustin Dassinger presents Gaming Site Authorizations for Dickinson Youth Activities for Mavericks which is located at 196 Museum Drive. Administrator Dassinger lists the kinds of gaming they will be having from 7/1/2026-6/30/2027.

MOTION BY: Jason Fridrich SECONDED BY: Russ Murphy
To approve the Gaming Site Authorization for Mavericks.

DISPOSITION: Roll call vote...Aye 4, Nay 0, Absent 1
Motion declared duly passed

discussions, it was determined to move forward with a full system update that will migrate us off of End-of-Life phone servers into the new Vertical Summit Platform. The RFP bids came in under budget and staff is recommending approval in order to move forward with this implementation. The project for hardware, implementation, and 5-year maintenance licensing is anticipated to cost \$191, 974.

MOTION BY: Russ Murphy
To approve the Consolidated Fiber Contract Renewal.

SECONDED BY: Jason Fridrich

DISPOSITION: Roll call vote...Aye 4, Nay 0, Absent 1
Motion declared duly passed

D. Dickinson City Sales Tax – Notice of Election

City Attorney Christina Wenko states the Notice of Election is required by statute. This summarizes the ballot measure presented to the citizens for a vote on June 9, 2026. This will be advertised along with the ordinance and joint powers agreement.

MOTION BY: Robert Baer
To approve the Dickinson City Sales Tax Notice of Election

SECONDED BY: Russ Murphy

DISPOSITION: Roll call vote...Aye 4, Nay 0, Absent 1
Motion declared duly passed

E. Official Newspaper of the City of Dickinson

Deputy City Administrator Linda Carlson states for the first meeting in May – the city governing board designates the official newspaper per NDCC 40-01-09. The resolution presented would designate the Dickinson Press as its official newspaper of the municipality.

MOTION BY: Russ Murphy
To approve Resolution No. 18-2026.

SECONDED BY: Robert Baer

RESOLUTION NO. 18-2026
A RESOLUTION REGARDING THE
OFFICIAL NEWSPAPER OF THE CITY OF DICKINSON

DISPOSITION: Roll call vote...Aye 4, Nay 0, Absent 1
Motion declared duly passed

F. Local Landmarks – DSU Rock Wall

Museum Director Robert Fuhrman presents a resolution to add Dickinson State University Rock Wall and the KDIX Building to the roster of Dickinson Local Landmarks. Director Fuhrman asks the City Commission to act on the Historic Preservation Commission’s recommendations to recognize both the Dickinson State University Rock Wall and the KDIX building as Dickinson Local Landmarks. Director Fuhrman reviews the history of the DSU Rock wall which begin in September, 1940.

MOTION BY: Russ Murphy
To approve Resolution No. 19-2026.

SECONDED BY: Jason Fridrich

RESOLUTION NO: 19 - 2026
A RESOLUTION PROVIDING FOR OFFICIAL RECOGNITION OF
THE DICKINSON STATE UNIVERSITY ROCK WALL AS A LOCAL
LANDMARK

DISPOSITION: Roll call vote...Aye 4, Nay 0, Absent 1

time any remaining flowers or displays will be removed. He states there are signs at the entrances of the cemeteries of the rules.

5. PUBLIC SAFETY

Fire

1. No Report

Police

A. Police Department

1. No Report

6. COMMUNITY DEVELOPMENT SERVICES

A. Transportation Master Plan Adoption

City Planner Natalie Birchak presents the Transportation Master Plan & Comprehensive update for a second reading. There have been no changes since the first reading and no comments.

MOTION BY: Russ Murphy

SECONDED BY: Robert Baer

To approve second reading and final passage of Ordinance 1856.

ORDINANCE NO. 1856

AN ORDINANCE REPEALING THE DICKINSON 2035: ROADMAP TO THE FUTURE TRANSPORTION MASTER PLAN AS ADOPTED IN 2013 AND ADOPTING A REVISED TRANSPORTION MASTER PLAN FOR THE CITY OF DICKINSON, NORTH DAKOTA.

DISPOSITION: Roll call vote...Aye 4, Nay 0, Absent 1
Motion declared duly passed

B. Comprehensive Plan Update Adoption

City Planner Natalie Birchak presents the Transportation Master Plan & Comprehensive update for a second reading. There have been no changes since the first reading and no comments.

MOTION BY: Robert Baer

SECONDED BY: Russ Murphy

To approve second reading and final passage of Ordinance 1857.

ORDINANCE NO. 1857

AN ORDINANCE AMENDING THE LAND USE OBJECTIVES AND POLICIES, AS ORIGINALLY ADOPTED IN THE 2013 COMPREHENSIVE PLAN (MASTER PLAN) AND REPLACING THE FUTURE LAND USE MAP AND THE URBAN SERVICE AREA MAP, AS ORIGINALLY ADOPTED IN 2013 IN THE DICKINSON 2035: ROADMAP TO THE FUTURE COMPREHENSIVE PLAN (MASTER PLAN) FOR THE CITY OF DICKINSON, NORTH DAKOTA.

DISPOSITION: Roll call vote...Aye 4, Nay 0, Absent 1
Motion declared duly passed

C. Museum Expansion – JE Dunn – Guaranteed Maximum Price

Senior Engineer Kris Keller presents for the Commission consideration is a contract for a Guaranteed Maximum Price (GMP) construction contract with JE Dunn. JE Dunn was selected as a Construction Manager At-Risk (CMAR) for this building project. As such, JE Dunn has provided construction estimates and suggestions to improve the value of the project. He states there were 94 separate bidders with 7 separate re-bids. The proposed project would start May, 2026 with the project substantially complete by July 2027. The GMP for this project is \$6,210,272 and is

No Comments.

11. ADJOURNMENT

MOTION BY: Russ Murphy

SECONDED BY: Jason Fridrich

Adjournment of the meeting was at 5:50 P.M.

DISPOSITION: Roll call vote... Aye 4, Nay 0, Absent 1
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: _____ May 19, 2026 _____

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson
 Payables Management

Section 2. Item B.

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: 5/1/2026

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

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

Vendor ID: 2085		Name: ADVANCED BUSINESS METHODS					Class ID:		FED TAX CLAS: 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	
	AR2053346	INV	4/24/2026	4/24/2026	\$534.33	CONTRACT		\$534.33				
	AR2058051	INV	5/6/2026	5/6/2026	\$2,612.18	CONTRACT		\$2,612.18				
							Due					
Voucher(s): 2		Aged Totals:						\$3,146.51	\$3,146.51	\$0.00	\$0.00	\$0.00

Vendor ID: 6161		Name: ADVANCED COLLISION CENTER INC					Class ID:		FED TAX CLAS: C CORP			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	RO# 16762	INV	5/5/2026	5/5/2026	\$18,840.79	WORK DONE ON UNIT #W65		\$18,840.79				
							Due					
Voucher(s): 1		Aged Totals:						\$18,840.79	\$18,840.79	\$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	
	67538	INV	5/1/2026	5/1/2026	\$1,064.00	CREDIT BUREAU CHECKS		\$1,064.00				
							Due					
Voucher(s): 1		Aged Totals:						\$1,064.00	\$1,064.00	\$0.00	\$0.00	\$0.00

Vendor ID: 6693		Name: AIMPOINT 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	
	180972	INV	5/11/2026	5/11/2026	\$886.00	PATROL RIFLE OPTIC		\$886.00				
							Due					
Voucher(s): 1		Aged Totals:						\$886.00	\$886.00	\$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
	1M14411RY1VR	INV	4/30/2026	4/30/2026	\$83.59	DISPOSABLE PAPER COFFEE		\$83.59			
	11107352191813064	INV	5/1/2026	5/1/2026	\$388.16	2 CARTRIDGES, TONER 1 PK		\$388.16			
	164WYNLRF3KN	INV	5/1/2026	5/1/2026	\$128.39	ITEMS FOR TOUCH A TRUCK		\$128.39			
	1HPYCLF6F3T4	INV	5/1/2026	5/1/2026	\$86.00	ITEMS FOR PW WEEK		\$86.00			
	14LT7QFHWVRQ	INV	5/4/2026	5/4/2026	\$19.39	HOLD DOWN CLIPS		\$19.39			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

1QCF6MFMQ4G4	INV	5/4/2026	5/4/2026	\$27.88	CUT LAMINATED TAB SETS	\$27.88
1QX7LRKJWHKN	INV	5/4/2026	5/4/2026	\$128.66	PERFORATED PAPER	\$128.66
1XFRGRTNYJMM	INV	5/4/2026	5/4/2026	\$373.76	RUBBER BANDS, PVC CARDS	\$373.76
1H31CDGYCGK4	INV	5/5/2026	5/5/2026	\$56.03	PW WEEK SUPPLIES	\$56.03
11Q33QWN6TQT	INV	5/7/2026	5/7/2026	\$355.03	DIP CH BKS	\$355.03
1FR9PP7N6DRV	INV	5/7/2026	5/7/2026	\$126.53	PW WEEK SUPPLIES	\$126.53
1KRQQLTV3YR9	INV	5/8/2026	5/8/2026	\$89.48	PW WEEK SUPPLIES	\$89.48
1FTLPL6X4HT9	INV	5/9/2026	5/9/2026	\$527.50	DIP TN BOOKS	\$527.50

Voucher(s): 13	Aged Totals:	Due			
		\$2,390.40	\$2,390.40	\$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
	23720	INV	5/2/2026	5/2/2026	\$27,372.50	202521 DOWNTOWN DRAINAC		\$27,372.50			
	23747	INV	5/2/2026	5/2/2026	\$2,000.00	202509 SIMS ST IMPROVEMEN		\$2,000.00			

Voucher(s): 2	Aged Totals:	Due			
		\$29,372.50	\$29,372.50	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	201819	INV	4/30/2026	4/30/2026	\$750.00	TRAFFIC TECH		\$750.00			

Voucher(s): 1	Aged Totals:	Due			
		\$750.00	\$750.00	\$0.00	\$0.00

Vendor ID: 62 **Name:** B G EXCAVATION 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
	8832	INV	4/28/2026	4/28/2026	\$3,350.00	FOUND MAIN WAS SHUT OFF,		\$3,350.00			

Voucher(s): 1	Aged Totals:	Due			
		\$3,350.00	\$3,350.00	\$0.00	\$0.00

Vendor ID: 6204 **Name:** BALCO UNIFORM - FIRE ACCOUNT **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	87697-1	INV	5/4/2026	5/4/2026	\$1,156.75	CLOTHING FOR FIRE DEPT/EM		\$1,156.75			

Voucher(s): 1	Aged Totals:	Due			
		\$1,156.75	\$1,156.75	\$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
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AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

87525-3	INV	4/28/2026	4/28/2026	\$31.00	NAME BAR	\$31.00
87567-4	INV	4/28/2026	4/28/2026	\$137.00	SGT PROMO	\$137.00
87570-3	INV	4/28/2026	4/28/2026	\$31.00	NAME BAR-CUSTOM	\$31.00
87913	INV	5/1/2026	5/1/2026	\$188.00	PANTS FOR POLICE DEPT	\$188.00
87570-4	INV	5/4/2026	5/4/2026	\$163.50	SHIRT, EMBLEMS FOR POLICE	\$163.50
87651-2	INV	5/4/2026	5/4/2026	\$147.50	SHIRT, EMBLEMS	\$147.50
87672-1	INV	5/4/2026	5/4/2026	\$285.75	CLOTHING FOR POLICE DEPT	\$285.75
87825-1	INV	5/4/2026	5/4/2026	\$282.00	CLOTHING ORDERED-POLICE	\$282.00
87752-1	INV	5/7/2026	5/7/2026	\$33.00	GOLD PLATE FOR STIDHAM	\$33.00

Voucher(s): 9	Aged Totals:	<u>Due</u>	\$1,298.75	\$1,298.75	\$0.00	\$0.00	\$0.00
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Vendor ID: 6096 **Name:** BARTLETT & WEST, INC **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	00730110024	INV	5/8/2026	5/8/2026	\$8,037.78	202215 LIBRARY EXPANSION		\$8,037.78			

Voucher(s): 1	Aged Totals:	<u>Due</u>	\$8,037.78	\$8,037.78	\$0.00	\$0.00	\$0.00
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Vendor ID: 817 **Name:** BECKER, DANA **Class ID:** **FED TAX CLAS:** EMPLOYEE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	HEALTH INS PREMIU	INV	5/6/2026	5/6/2026	\$486.82	OPEB HLTH MAKE UP PYMT M		\$486.82			
	HEALTH INS PREMIU	INV	5/6/2026	5/6/2026	\$486.82	OPEB HLTH MAKE UP PYMT J		\$486.82			

Voucher(s): 2	Aged Totals:	<u>Due</u>	\$973.64	\$973.64	\$0.00	\$0.00	\$0.00
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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
	90590	INV	4/30/2026	4/30/2026	\$250.00	TROUBLESHOOT MIXER -NO F		\$250.00			

Voucher(s): 1	Aged Totals:	<u>Due</u>	\$250.00	\$250.00	\$0.00	\$0.00	\$0.00
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Vendor ID: 3453 **Name:** BIERSCHBACH EQUIP & SUPPLY **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	200200	INV	4/28/2026	4/28/2026	\$117.00	3" B10 TURBO CORE BIT		\$117.00			

Voucher(s): 1	Aged Totals:	<u>Due</u>	\$117.00	\$117.00	\$0.00	\$0.00	\$0.00
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AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

Vendor ID: 6391		Name: BIG HILL RESOURCES LLC					Class ID: 1099		FED TAX CLAS: LLC-P			
Voucher/							Writeoff					
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	1969	INV	4/30/2026	4/30/2026	\$2,160.00	TOP SOIL /REBURRIALS & BUI		\$2,160.00				
							Due					
Voucher(s): 1		Aged Totals:						\$2,160.00	\$2,160.00	\$0.00	\$0.00	\$0.00
Vendor ID: 5996		Name: BIG HORN TIRE, INC					Class ID:		FED TAX CLAS: S CORP			
Voucher/							Writeoff					
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	22360	INV	4/29/2026	4/29/2026	\$342.00	ND TRUCK TIRE LABOR		\$342.00				
							Due					
Voucher(s): 1		Aged Totals:						\$342.00	\$342.00	\$0.00	\$0.00	\$0.00
Vendor ID: 2551		Name: BLACKSTONE AUDIO, INC.					Class ID:		FED TAX CLAS: C CORP			
Voucher/							Writeoff					
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	2232531	INV	4/24/2026	4/24/2026	\$151.00	DIP AV		\$151.00				
							Due					
Voucher(s): 1		Aged Totals:						\$151.00	\$151.00	\$0.00	\$0.00	\$0.00
Vendor ID: 5004		Name: BOUND TREE MEDICAL LLC					Class ID:		FED TAX CLAS: LLC-P			
Voucher/							Writeoff					
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	70377931	CRM	5/1/2026		(\$1,999.98)	RETURN MASIMO RAINBOW C		(\$1,999.98)				
	86131301	INV	3/9/2026	3/9/2026	\$759.98	MASIMO RD RAINBOW SET			\$759.98			
	86144137	INV	3/23/2026	3/23/2026	\$804.23	MISC SUPPLIES FOR EMS DEI			\$804.23			
	86189033	INV	4/29/2026	4/29/2026	\$200.78	NITRILE 5.0 EXAM GLOVES		\$200.78				
	86189034	INV	4/29/2026	4/29/2026	\$255.96	MISC SUPPLIES FOR EMS		\$255.96				
	86199579	INV	5/7/2026	5/7/2026	\$2,141.92	CHILD TRANSPORT, LARYNGO		\$2,141.92				
							Due					
Voucher(s): 6		Aged Totals:						\$2,162.89	\$598.68	\$1,564.21	\$0.00	\$0.00
Vendor ID: 4390		Name: BRAUN DISTRIBUTING					Class ID:		FED TAX CLAS:			
Voucher/							Writeoff					
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	38433	INV	5/6/2026	5/6/2026	\$59.70	6 5 GAL SPRING WATERS		\$59.70				
							Due					
Voucher(s): 1		Aged Totals:						\$59.70	\$59.70	\$0.00	\$0.00	\$0.00
Vendor ID: 592		Name: BRAVERA INSURANCE					Class ID:		FED TAX CLAS:			
Voucher/							Writeoff					
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	19249	INV	5/1/2026	5/1/2026	\$179.00	DELETE 2022 FORD ADD 2026		\$179.00				

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Voucher(s): 1	Aged Totals:	Due				
		\$179.00	\$179.00	\$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
	165820-19	INV	5/8/2026	5/8/2026	\$88,112.29	202216 BALER BUILDING EXP/		\$88,112.29			

Voucher(s): 1	Aged Totals:	Due				
		\$88,112.29	\$88,112.29	\$0.00	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	09PS0395554	INV	4/28/2026	4/28/2026	\$60.30	CAT EXT APP GRS, 2, S		\$60.30			
	09PS0395702	INV	4/30/2026	4/30/2026	\$796.69	TUBE AS		\$796.69			
	09PS0395996	INV	5/6/2026	5/6/2026	\$190.80	NUTS, BOLTS		\$190.80			
	09PS0395997	INV	5/6/2026	5/6/2026	\$56.28	12 BOLTS		\$56.28			

Voucher(s): 4	Aged Totals:	Due				
		\$1,104.07	\$1,104.07	\$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
	2781-448172	INV	5/1/2026	5/1/2026	\$47.61	STT LAMP		\$47.61			

Voucher(s): 1	Aged Totals:	Due				
		\$47.61	\$47.61	\$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
	999102643569	INV	4/23/2026	4/23/2026	\$57.75	DIP		\$57.75			
	999102647607	INV	4/24/2026	4/24/2026	\$102.00	DIP		\$102.00			

Voucher(s): 2	Aged Totals:	Due				
		\$159.75	\$159.75	\$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
	25201	INV	5/1/2026	5/1/2026	\$1,183.41	EAP QUATERLY SERVICES (2-		\$1,183.41			

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

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	RI 2525782	INV	4/23/2026	4/23/2026	\$612.00	CF-3 ROSE CRYPT FRONT		\$612.00			
	RI 2527215	INV	4/28/2026	4/28/2026	\$381.00	NS-3 ROSE NICHE FRONT		\$381.00			

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RI 2527704	INV	4/29/2026	4/29/2026	\$697.00	CF-3 ROSE CRYPT FRONT	\$697.00
RI 2528708	INV	4/30/2026	4/30/2026	\$612.00	CF-3 ROSE CRYPT FRONT	\$612.00

Voucher(s): 4	Due
	Agged Totals:
	\$2,302.00 \$2,302.00 \$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
	2716800 050126	INV	5/1/2026	5/1/2026	\$4,623.10	MONTHLY PHONE BILLING		\$4,623.10			
	423500 050126	INV	5/1/2026	5/1/2026	\$144.73	MONTHLY PHONE BILLING		\$144.73			

Voucher(s): 2	Due
	Agged Totals:
	\$4,767.83 \$4,767.83 \$0.00 \$0.00 \$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	3597	INV	5/4/2026	5/4/2026	\$1,164.00	LOCATE & EXPOSE VALVE B		\$1,164.00			

Voucher(s): 1	Due
	Agged Totals:
	\$1,164.00 \$1,164.00 \$0.00 \$0.00 \$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	V000034565	INV	4/23/2026	4/23/2026	\$93.38	SEALTITE GASKET, HEAD BOI		\$93.38			

Voucher(s): 1	Due
	Agged Totals:
	\$93.38 \$93.38 \$0.00 \$0.00 \$0.00

Vendor ID: 5826 **Name:** DAKOTA PRAIRIE REFINING, 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
	050526	INV	5/5/2026	5/5/2026	\$1,796.71	NOV & APRIL CONVEYANCE F		\$1,796.71			

Voucher(s): 1	Due
	Agged Totals:
	\$1,796.71 \$1,796.71 \$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
	51442	INV	4/25/2026	4/25/2026	\$5,297.50	PULLED TURBINE PUMP		\$5,297.50			
	51443	INV	4/25/2026	4/25/2026	\$1,250.00	TROUBLESHOOT CLA-VALVE/		\$1,250.00			

Voucher(s): 2	Due
	Agged Totals:
	\$6,547.50 \$6,547.50 \$0.00 \$0.00 \$0.00

Vendor ID: 110 **Name:** DICKINSON AREA CHAMBER OF COMMERCE **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	30736	INV	5/11/2026	5/11/2026	\$175.00	E-BLAST		\$175.00			

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							Due					
Voucher(s): 1							Aged Totals:	\$175.00	\$175.00	\$0.00	\$0.00	\$0.00
Vendor ID: 131		Name: DICKINSON CONVENTION BUREAU				Class ID:		FED TAX CLAS:				
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	ST TREA/OC TAX 04/2	INV	4/30/2026	4/30/2026	\$21,097.07	CITY RECEIVED IN APRIL		\$21,097.07				
Voucher(s): 1							Aged Totals:	\$21,097.07	\$21,097.07	\$0.00	\$0.00	\$0.00
Vendor ID: 6661		Name: DICKINSON HARDWARE LLC - PINE CREEK PART				Class ID:		FED TAX CLAS:		C-CORP		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	406243	INV	4/27/2026	4/27/2026	\$89.31	EX CORD, SPRAYER, BAGS		\$89.31				
	406277	INV	4/28/2026	4/28/2026	\$37.24	AIR PLUG, AIR COUPLERS		\$37.24				
	406290	INV	4/28/2026	4/28/2026	\$26.34	SPRYPNT PRIMER		\$26.34				
	406331/12	INV	4/30/2026	4/30/2026	\$5.50	FASTENER BY UNIT		\$5.50				
	406458/12	INV	5/6/2026	5/6/2026	\$73.77	CM WET/DRY VAC, DRAIN CLE		\$73.77				
	406545/12	INV	5/11/2026	5/11/2026	\$12.59	MARK FLAG YLW 21" 100PK		\$12.59				
	406557/12	INV	5/11/2026	5/11/2026	\$46.92	ADAPTR, COUPL		\$46.92				
Voucher(s): 7							Aged Totals:	\$291.67	\$291.67	\$0.00	\$0.00	\$0.00
Vendor ID: 175		Name: DICKINSON PARKS & REC				Class ID:		FED TAX CLAS:		GOVERNMENT NON PROFIT		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	ST TREA/ST AID 04/2	INV	4/30/2026	4/30/2026	\$26,849.18	CITY RECD APRIL		\$26,849.18				
Voucher(s): 1							Aged Totals:	\$26,849.18	\$26,849.18	\$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	
	HUB C RELIEF-04/26	INV	4/30/2026	4/30/2026	\$174,475.00	OIL & GAS TAX RECD APRIL H		\$174,475.00				
Voucher(s): 1							Aged Totals:	\$174,475.00	\$174,475.00	\$0.00	\$0.00	\$0.00
Vendor ID: 6578		Name: DILLON BROCK (FIRE/EMS)				Class ID:		FED TAX CLAS:				
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	DB 043026	INV	4/30/2026	4/30/2026	\$68.00	EMPLOYEE EXP-DILLON BROCK		\$68.00				
Voucher(s): 1							Aged Totals:	\$68.00	\$68.00	\$0.00	\$0.00	\$0.00

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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	
	815	INV	4/30/2026	4/30/2026	\$129.79	WELD KING NIPPLE ON		\$129.79				
Due												
Voucher(s): 1							Aged Totals:	\$129.79	\$129.79	\$0.00	\$0.00	\$0.00
Vendor ID: 9837		Name: EAPC ARCHITECTS ENGINEERS					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	
	63041	INV	4/30/2026	4/30/2026	\$9,188.00	202616 LIBRARY ROOF		\$9,188.00				
Due												
Voucher(s): 1							Aged Totals:	\$9,188.00	\$9,188.00	\$0.00	\$0.00	\$0.00
Vendor ID: 204		Name: EBSCO SUBSCRIPTION SERVICE					Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	1814518	INV	5/1/2026	5/1/2026	\$4,081.99	PERIODICALS		\$4,081.99				
	1816089	INV	5/6/2026	5/6/2026	\$54.95	PERIODICALS		\$54.95				
Due												
Voucher(s): 2							Aged Totals:	\$4,136.94	\$4,136.94	\$0.00	\$0.00	\$0.00
Vendor ID: 2758		Name: ELECTRONIC COMMUNICATIONS INC					Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	109456	INV	4/29/2026	4/29/2026	\$1,500.00	FULL REMOVAL 2 WAY RADIO		\$1,500.00				
	110169	INV	5/11/2026	5/11/2026	\$762.70	MOTOROLA SPEAKER MICRO		\$762.70				
	110184	INV	5/11/2026	5/11/2026	\$20,140.00	WORK ON UNIT #29		\$20,140.00				
	110189	INV	5/11/2026	5/11/2026	\$600.00	REMOVED & INSTALLED BIOS		\$600.00				
Due												
Voucher(s): 4							Aged Totals:	\$23,002.70	\$23,002.70	\$0.00	\$0.00	\$0.00
Vendor ID: 5451		Name: ETSYSTEMS, INC					Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	38603	INV	4/22/2026	4/22/2026	\$536.95	MLG-1 TECH, RELAYS		\$536.95				
	38666	INV	4/29/2026	4/29/2026	\$347.00	MLG-1 TECH, IN OFFICE LABO		\$347.00				
Due												
Voucher(s): 2							Aged Totals:	\$883.95	\$883.95	\$0.00	\$0.00	\$0.00
Vendor ID: 6237		Name: EVOQUA WATER TECHNOLOGIES LLC					Class ID:		FED TAX CLAS: C CORP			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	907565743	INV	5/8/2026	5/8/2026	\$21,296.90	BIOXIDE		\$21,296.90				

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Voucher(s): 1	Aged Totals:	<u>Due</u>	\$21,296.90	\$21,296.90	\$0.00	\$0.00	\$0.00
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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
	206-037242	CRM	5/4/2026		(\$9.00)	RETURN MED BATTERY CORP		(\$9.00)			
	206-037133	INV	4/30/2026	4/30/2026	\$10.69	BLACK SILICONE SEALANT		\$10.69			
	206-037191	INV	5/1/2026	5/1/2026	\$54.79	FVP U1L-300V		\$54.79			
Voucher(s): 3	Aged Totals:	<u>Due</u>	\$56.48	\$56.48	\$0.00	\$0.00	\$0.00				

Vendor ID: 221	Name: FEDERAL EXPRESS	Class ID:	FED TAX CLAS:								
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	9-275-03753	INV	4/29/2026	4/29/2026	\$11.43	SHIPPING PACKAGE		\$11.43			
	9-275-23587	INV	4/29/2026	4/29/2026	\$226.29	SHIPPING OF PACKAGE		\$226.29			
Voucher(s): 2	Aged Totals:	<u>Due</u>	\$237.72	\$237.72	\$0.00	\$0.00	\$0.00				

Vendor ID: 231	Name: FISHER SAND & GRAVEL 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
	68348	INV	4/30/2026	4/30/2026	\$8,790.05	WASHED SAND		\$8,790.05			
Voucher(s): 1	Aged Totals:	<u>Due</u>	\$8,790.05	\$8,790.05	\$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
	I2026.00002730	INV	4/30/2026	4/30/2026	\$91.50	ADVERTISING -LEGACY SQUA		\$91.50			
	I2026.00002731	INV	4/30/2026	4/30/2026	\$250.00	ADVERTISING-LEGACY SQUA		\$250.00			
	MP119154 043026	INV	4/30/2026	4/30/2026	\$74.00	ADVERTISING-MUSEUM		\$74.00			
Voucher(s): 3	Aged Totals:	<u>Due</u>	\$415.50	\$415.50	\$0.00	\$0.00	\$0.00				

Vendor ID: 241	Name: GENERAL STEEL & SUPPLY	Class ID:	FED TAX CLAS:								
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	40914	INV	4/28/2026	4/28/2026	\$8.39	NC NUT GR 5, LOCK WASHER		\$8.39			
Voucher(s): 1	Aged Totals:	<u>Due</u>	\$8.39	\$8.39	\$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
	201527	INV	4/23/2026	4/23/2026	\$40.00	FLAT REPAIR UNIT R7		\$40.00			

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201547	INV	4/23/2026	4/23/2026	\$40.00	FLAT REPAIR UNIT R60	\$40.00
201887	INV	4/29/2026	4/29/2026	\$40.00	FLAT REPAIR UNIT R9	\$40.00
201927	INV	4/30/2026	4/30/2026	\$40.00	FLAT REPAIR UNIT R7	\$40.00
201937	INV	4/30/2026	4/30/2026	\$40.00	FLAT REPAIR UNIT R63	\$40.00

				Due				
Voucher(s):	5	Aged Totals:		\$200.00	\$200.00	\$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
	11466652	INV	5/6/2026	5/6/2026	\$24.00	THERMOSTATE, GASKET		\$24.00			

				Due				
Voucher(s):	1	Aged Totals:		\$24.00	\$24.00	\$0.00	\$0.00	\$0.00

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
	46354	INV	4/30/2026	4/30/2026	\$473.30	PULL STRAP, HEAD HARNESS		\$473.30			

				Due				
Voucher(s):	1	Aged Totals:		\$473.30	\$473.30	\$0.00	\$0.00	\$0.00

Vendor ID: 6597 **Name:** GREAT PLAINS TECHNICAL SERVICES **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
	03262621	INV	4/22/2026	4/22/2026	\$1,745.00	PERFORMED VIBRATION ANA		\$1,745.00			

				Due				
Voucher(s):	1	Aged Totals:		\$1,745.00	\$1,745.00	\$0.00	\$0.00	\$0.00

Vendor ID: 6575 **Name:** HAAS, INC (HAAS ALERT) **Class ID:** **FED TAX CLAS:** C-CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	INV32628	INV	4/30/2026	4/30/2026	\$398.00	SAFETY CLOUD DIRECT INTEI		\$398.00			
	INV33208	INV	5/5/2026	5/5/2026	\$110.00	CRADLEPOINT CABLE		\$110.00			

				Due				
Voucher(s):	2	Aged Totals:		\$508.00	\$508.00	\$0.00	\$0.00	\$0.00

Vendor ID: 4550 **Name:** HANSON, MATT **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
	MH 050626	INV	5/6/2026	5/6/2026	\$181.00	EMPLOYEE EXP-MATT HANSC		\$181.00			

				Due				
Voucher(s):	1	Aged Totals:		\$181.00	\$181.00	\$0.00	\$0.00	\$0.00

Vendor ID: 6210 **Name:** HEART RIVER VOICE **Class ID:** **FED TAX CLAS:** S CORP

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

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1575	INV	3/31/2026	3/31/2026	\$140.00	ADVERTISING-LIBRARY		\$140.00
1603	INV	4/30/2026	4/30/2026	\$140.00	ADVERTISING-LIBRARY		\$140.00

							Due
Voucher(s): 2						Aged Totals:	\$280.00 \$140.00 \$140.00 \$0.00 \$0.00

Vendor ID: 3960 **Name:** HEIMAN FIRE EQUIPMENT **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
	0954764-IN	INV	4/22/2026	4/22/2026	\$1,173.29	SWITCH-FRONT UNIT, ADAPT		\$1,173.29			

							Due
Voucher(s): 1						Aged Totals:	\$1,173.29 \$1,173.29 \$0.00 \$0.00 \$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	81572	INV	4/29/2026	4/29/2026	\$14,771.00	202613 EMERGENCY INERT L/		\$14,771.00			

							Due
Voucher(s): 1						Aged Totals:	\$14,771.00 \$14,771.00 \$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
	31166	INV	4/13/2026	4/13/2026	\$12,997.46	SAND BLAST & PAINT HANDR.		\$12,997.46			
	31224	INV	4/21/2026	4/21/2026	\$3,645.96	REMOVE OLD HANDRAIL/REP		\$3,645.96			

							Due
Voucher(s): 2						Aged Totals:	\$16,643.42 \$16,643.42 \$0.00 \$0.00 \$0.00

Vendor ID: 6401 **Name:** IMPACT PHOTOGRAPHICS, 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
	SO143822	INV	4/15/2026	4/15/2026	\$793.80	GIFT SHOP STOCK		\$793.80			

							Due
Voucher(s): 1						Aged Totals:	\$793.80 \$793.80 \$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
	DP042026.945.0	INV	4/30/2026	4/30/2026	\$604.95	AZURE AD PLAN, VPN CLIENT		\$604.95			
	DP042026.945.7	INV	4/30/2026	4/30/2026	\$189.15	WAN ACCESS STATE FIBER C		\$189.15			

							Due
Voucher(s): 2						Aged Totals:	\$794.10 \$794.10 \$0.00 \$0.00 \$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	96187204	INV	4/28/2026	4/28/2026	\$19.93	DIP		\$19.93			
	96187205	INV	4/28/2026	4/28/2026	\$47.07	BC		\$47.07			

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96187206	INV	4/28/2026	4/28/2026	\$225.26	DIP	\$225.26
96187207	INV	4/28/2026	4/28/2026	\$165.99	BC	\$165.99
96187208	INV	4/28/2026	4/28/2026	\$16.28	DIP	\$16.28
96339885	INV	5/4/2026	5/4/2026	\$107.65	DIP	\$107.65
96339886	INV	5/4/2026	5/4/2026	\$31.99	BC	\$31.99
96339887	INV	5/4/2026	5/4/2026	\$112.99	DIP	\$112.99
96339888	INV	5/4/2026	5/4/2026	\$70.16	BC	\$70.16
96365050	INV	5/5/2026	5/5/2026	\$34.98	DIP	\$34.98
96365051	INV	5/5/2026	5/5/2026	\$38.00	DIP	\$38.00
96365052	INV	5/5/2026	5/5/2026	\$77.26	BC	\$77.26
96365053	INV	5/5/2026	5/5/2026	\$220.97	DIP	\$220.97
96365054	INV	5/5/2026	5/5/2026	\$124.23	BC	\$124.23
96422310	INV	5/7/2026	5/7/2026	\$18.12	DIP	\$18.12
96422311	INV	5/7/2026	5/7/2026	\$11.48	DIP	\$11.48
96422312	INV	5/7/2026	5/7/2026	\$142.45	DIP	\$142.45
96422313	INV	5/7/2026	5/7/2026	\$89.78	BC	\$89.78
96422314	INV	5/7/2026	5/7/2026	\$17.45	BC	\$17.45
96422315	INV	5/7/2026	5/7/2026	\$37.31	DIP	\$37.31
96422316	INV	5/7/2026	5/7/2026	\$11.42	BC	\$11.42
96422317	INV	5/7/2026	5/7/2026	\$752.32	DIP CH	\$752.32

						Due					
Voucher(s): 22						Aged Totals:	\$2,373.09	\$2,373.09	\$0.00	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	IN5116285	INV	5/7/2026	5/7/2026	\$172.13	PENS, PAPER, PLATES, BOWL		\$172.13			
	IN5117612	INV	5/8/2026	5/8/2026	\$88.00	PLATES, ULTRA 8.5"		\$88.00			

						Due					
Voucher(s): 2						Aged Totals:	\$260.13	\$260.13	\$0.00	\$0.00	\$0.00

Vendor ID: 2621 **Name:** INTERNATIONAL CODE COUNCIL IL **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	102226343	INV	5/7/2026	5/7/2026	\$192.50	STRATEGIC CODE ENFORCEM		\$192.50			

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Voucher(s): 1		Aged Totals:	<u>Due</u>	\$192.50	\$192.50	\$0.00	\$0.00	\$0.00
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Vendor ID: 5622 **Name:** INTOXIMETERS, INC **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	814575	INV	5/5/2026	5/5/2026	\$125.00	MOUHPIECE FST		\$125.00			
	814577	INV	5/5/2026	5/5/2026	\$399.00	NEW CAR INTOXIMETER		\$399.00			

Voucher(s): 2		Aged Totals:	<u>Due</u>	\$524.00	\$524.00	\$0.00	\$0.00	\$0.00
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Vendor ID: 5222 **Name:** JB'S WINDOW CLEANING **Class ID:** **FED TAX CLAS:** SOLE PROP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	3517	INV	3/12/2026	3/12/2026	\$400.00	COMMERCIAL INTERIOR-LIBR.			\$400.00		

Voucher(s): 1		Aged Totals:	<u>Due</u>	\$400.00	\$0.00	\$400.00	\$0.00	\$0.00
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Vendor ID: 293 **Name:** JEROMES DISTRIBUTING 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
	2070397	INV	4/29/2026	4/29/2026	\$127.20	12 KANDIYOHI WATERS		\$127.20			
	2070438	INV	4/30/2026	4/30/2026	\$1,417.50	75 ESSENTIA 12/1L		\$1,417.50			
	2070441	INV	4/30/2026	4/30/2026	\$12.75	WATER RENTAL HOT & COLD		\$12.75			
	2070585	INV	5/5/2026	5/5/2026	\$102.00	10 KANDIYOHI 5 GAL DRINKIN		\$102.00			

Voucher(s): 4		Aged Totals:	<u>Due</u>	\$1,659.45	\$1,659.45	\$0.00	\$0.00	\$0.00
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Vendor ID: 9589 **Name:** JUSTABOUT'S SERVICES 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
	1506	INV	4/4/2026	4/4/2026	\$28,000.00	DEMO BUILDING 22 S 10TH AV		\$28,000.00			

Voucher(s): 1		Aged Totals:	<u>Due</u>	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00
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Vendor ID: 5921 **Name:** KIMMERLE, TIFFANY **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
	TK 042126	INV	4/21/2026	4/21/2026	\$326.80	EMPLOYEE EXP-T KIMMERLE		\$326.80			

Voucher(s): 1		Aged Totals:	<u>Due</u>	\$326.80	\$326.80	\$0.00	\$0.00	\$0.00
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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
	14387	INV	4/15/2026	4/15/2026	\$2,146.84	MISC SUPPORTS/ON CALL GF		\$2,146.84			

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Voucher(s): 1	Aged Totals:	Due				
		\$2,146.84	\$2,146.84	\$0.00	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	56298941	INV	4/23/2026	4/23/2026	\$49.20	2 CUT TIP ACET 1 PC GP 5/8		\$49.20			

Voucher(s): 1	Aged Totals:	Due				
		\$49.20	\$49.20	\$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
	159573	INV	4/16/2026	4/16/2026	\$161.00	CLOTHING ORDERED-MARC T		\$161.00			
	159779	INV	4/28/2026	4/28/2026	\$90.00	LOGO, NAME-BRODIE & RHOI		\$90.00			
	159909	INV	5/5/2026	5/5/2026	\$340.00	20 CAPS ORDERED-FIRE/EMS		\$340.00			
	159970	INV	5/7/2026	5/7/2026	\$3,605.00	GIFT SHOP STOCK-MUSEUM		\$3,605.00			
	160005	INV	5/8/2026	5/8/2026	\$18.00	LOGO/NAME		\$18.00			
	160025	INV	5/8/2026	5/8/2026	\$150.00	CLOTHING ORDERED-R NEED		\$150.00			
	160026	INV	5/8/2026	5/8/2026	\$140.00	CLOTHING ORDERED-R NEW		\$140.00			
	160051	INV	5/11/2026	5/11/2026	\$100.00	CLOTHING ORDERED-T YODE		\$100.00			

Voucher(s): 8	Aged Totals:	Due				
		\$4,604.00	\$4,604.00	\$0.00	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	16247	INV	5/6/2026	5/6/2026	\$19,225.00	BUNKER COATS, PANTS FOR		\$19,225.00			

Voucher(s): 1	Aged Totals:	Due				
		\$19,225.00	\$19,225.00	\$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
	829564/D	INV	4/29/2026	4/29/2026	\$19.16	CARRIAGE, ZP BOLTS, BULK F		\$19.16			
	829618/D	INV	5/5/2026	5/5/2026	\$7.55	GR 8 BOLTS, NUTS, WASHER		\$7.55			
	829708/D	INV	5/13/2026	5/13/2026	\$32.89	11 BULK FASTENERS		\$32.89			

Voucher(s): 3	Aged Totals:	Due				
		\$59.60	\$59.60	\$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 050426	INV	5/4/2026	5/4/2026	\$17,000.00	PROSECUTION -APRIL		\$17,000.00			

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56000-000C 050426 INV 5/4/2026 5/4/2026 \$15,000.00 CITY ATTORNEY CONTACT-AI \$15,000.00

						Due					
Voucher(s):	2					Aged Totals:	\$32,000.00	\$32,000.00	\$0.00	\$0.00	\$0.00

Vendor ID: 6163 **Name:** MACQUEEN EQUIPMENT, 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
	P64447	INV	3/23/2026	3/23/2026	\$334.40	HANDLELOK, HOOKLOKS, TC			\$334.40		
	P66366	INV	4/29/2026	4/29/2026	\$334.40	HANDLELOK, HOOKLOKS		\$334.40			

						Due					
Voucher(s):	2					Aged Totals:	\$668.80	\$334.40	\$334.40	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	LM 042926	INV	4/29/2026	4/29/2026	\$139.99	REIMBURSEMENT		\$139.99			

						Due					
Voucher(s):	1					Aged Totals:	\$139.99	\$139.99	\$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
	13258	INV	5/11/2026	5/11/2026	\$235.00	SERVICE WORK ON HEAT PUI		\$235.00			

						Due					
Voucher(s):	1					Aged Totals:	\$235.00	\$235.00	\$0.00	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	49136461	INV	4/23/2026	4/23/2026	\$96.81	PERIODICALS		\$96.81			

						Due					
Voucher(s):	1					Aged Totals:	\$96.81	\$96.81	\$0.00	\$0.00	\$0.00

Vendor ID: 6181 **Name:** MDS TECHNOLOGIES, INC **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	26804	INV	4/28/2026	4/28/2026	\$2,960.00	UPDATE WORK HISTORY, PCI		\$2,960.00			

						Due					
Voucher(s):	1					Aged Totals:	\$2,960.00	\$2,960.00	\$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
	78656	INV	4/27/2026	4/27/2026	\$438.96	2" DEATER GAS PUMP KIT, SII		\$438.96			
	78685	INV	4/28/2026	4/28/2026	\$74.00	SIMPLE GREEN, DAWN		\$74.00			
	78708	INV	4/28/2026	4/28/2026	\$138.27	REPEL SPRTSMAX, CHEESEC		\$138.27			

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78730	INV	4/29/2026	4/29/2026	\$25.96	14OZ COOL/CLN OE 2 PK, AUT	\$25.96
78743	INV	4/29/2026	4/29/2026	\$405.85	8' MINI CORRUGATED GALV, E	\$405.85
78768	INV	4/30/2026	4/30/2026	\$24.99	POST DRIVER W/HANDLES	\$24.99
78770	INV	4/30/2026	4/30/2026	\$140.23	8' MINI CORRUGATED GALV, F	\$140.23
78771	INV	4/30/2026	4/30/2026	\$9.76	2 RND POPLAR DOWELS	\$9.76
78785	INV	4/30/2026	4/30/2026	\$292.32	84 CASES GLACIERMIST WAT	\$292.32
78929	INV	5/4/2026	5/4/2026	\$9.99	SIMPLE GREEN CLNR	\$9.99
78956	INV	5/4/2026	5/4/2026	\$261.92	PORTLAND CEMENT, GE ALLF	\$261.92
78976	INV	5/5/2026	5/5/2026	\$70.58	MISC SUPPLIES FOR B/G	\$70.58
79039	INV	5/6/2026	5/6/2026	\$776.47	500' LINE REEL, PROPANE,4X1	\$776.47
79208	INV	5/11/2026	5/11/2026	\$187.95	3 TON LOW PROFILE JACK, C	\$187.95
79250	INV	5/12/2026	5/12/2026	\$61.96	MARKING FLAGS, GLOVES, SH	\$61.96

Voucher(s): 15					Due					
				Aged Totals:		\$2,919.21	\$2,919.21	\$0.00	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	22267580115371	INV	4/27/2026	4/27/2026	\$251.30	MIDCO BUSINESS INTERNET :		\$251.30			

Voucher(s): 1					Due					
				Aged Totals:		\$251.30	\$251.30	\$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
	101098	INV	4/21/2026	4/21/2026	\$164.43	ROLL PIN, LABOR		\$164.43			

Voucher(s): 1					Due					
				Aged Totals:		\$164.43	\$164.43	\$0.00	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1284869	INV	5/4/2026	5/4/2026	\$194.81	CHEMICALS/LAB SUPPLIES		\$194.81			

Voucher(s): 1					Due					
				Aged Totals:		\$194.81	\$194.81	\$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
	508502444	INV	2/27/2026	2/27/2026	\$105.71	DIP AV					\$105.71

	508760415	INV	4/23/2026	4/23/2026	\$56.23	DIP AV		\$56.23			
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508800842	INV	4/30/2026	4/30/2026	\$1,835.93	DIGITAL MEDIA	\$1,835.93
508794379	INV	5/1/2026	5/1/2026	\$23.24	DIP AV	\$23.24
508798110	INV	5/1/2026	5/1/2026	\$90.72	DIP AV	\$90.72
508798111	INV	5/1/2026	5/1/2026	\$17.24	DIP CH AV	\$17.24
508798113	INV	5/1/2026	5/1/2026	\$66.72	BC AV	\$66.72

Voucher(s): 7	Aged Totals:	<u>Due</u>	\$2,195.79	\$2,090.08	\$0.00	\$105.71	\$0.00
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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
	1342477	INV	1/22/2026	1/22/2026	\$915.00	SAMPLING FEE					\$915.00
	1347522	INV	3/5/2026	3/5/2026	\$114.81	CHEMICALS			\$114.81		

Voucher(s): 2	Aged Totals:	<u>Due</u>	\$1,029.81	\$0.00	\$114.81	\$0.00	\$915.00
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Vendor ID: 6691	Name: MISS NINI'S FINE DESSERTS	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
	2296	INV	4/24/2026	4/24/2026	\$130.47	GIFT SHOP STOCK-MUSEUM		\$130.47			

Voucher(s): 1	Aged Totals:	<u>Due</u>	\$130.47	\$130.47	\$0.00	\$0.00	\$0.00
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Vendor ID: 9854	Name: MODERN MARKETING	Class ID:	FED TAX CLAS: S CORP								
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	MMI168545	INV	4/28/2026	4/28/2026	\$283.99	2" CUSTOM STICKERS, TEES		\$283.99			
	MMI168546	INV	4/28/2026	4/28/2026	\$284.46	100 LIBRARY BOOKSHELF WA		\$284.46			

Voucher(s): 2	Aged Totals:	<u>Due</u>	\$568.45	\$568.45	\$0.00	\$0.00	\$0.00
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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
	59579	INV	4/29/2026	4/29/2026	\$1,343.47	REPLACE STREET LIGHT		\$1,343.47			
	60522210008	INV	4/29/2026	4/29/2026	\$33.38	W VILLARD ST BLK LIGHTS		\$33.38			
	891 122 1000 3 04/26	INV	4/30/2026	4/30/2026	\$2,725.98	MONTHLY ELECTRICAL BILLIN		\$2,725.98			
	404 322 1000 9	INV	5/1/2026	5/1/2026	\$213.11	LS 11 1307 SIMS (GAS/ELEC)		\$213.11			
	41432210007	INV	5/1/2026	5/1/2026	\$60.41	2100 3RD ST W HIGHWAY 22 S		\$60.41			
	83243529704	INV	5/1/2026	5/1/2026	\$65.08	1400 3RD AVE E TRAFFIC SIGI		\$65.08			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

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05295310006	INV	5/5/2026	5/5/2026	\$40.04	1587 GRASSLANDS DR	\$40.04
106 127 1790 9	INV	5/5/2026	5/5/2026	\$1,175.61	2475 STATE AVE N MAIN BUILI	\$1,175.61
15658310006	INV	5/5/2026	5/5/2026	\$70.13	1201 W 3RD AV SPRINKLER S'	\$70.13
195 422 1000 0	INV	5/5/2026	5/5/2026	\$38.90	W 20TH ST W 19TH ST SIREN	\$38.90
241 900 7363 5	INV	5/5/2026	5/5/2026	\$255.74	2015 1/2 WAHL ST	\$255.74
42732210002	INV	5/5/2026	5/5/2026	\$2,489.86	LS 12 989 15TH ST W (GAS/EL	\$2,489.86
49532210009	INV	5/5/2026	5/5/2026	\$136.51	LS 10 672 12TH ST W (GAS/EL	\$136.51
53524310009	INV	5/5/2026	5/5/2026	\$111.44	STREET LIGHT CONTROL 133	\$111.44
677 807 9292 4	INV	5/5/2026	5/5/2026	\$143.88	1520 STATE AVE	\$143.88
75612251993	INV	5/5/2026	5/5/2026	\$76.03	2999 W 21ST ST TRAFFIC SIGI	\$76.03
81932210008	INV	5/5/2026	5/5/2026	\$59.95	W 3RD AVE W 15TH ST LIGHT	\$59.95
92800947225	INV	5/5/2026	5/5/2026	\$455.27	2475 STATE AVE N GENERATO	\$455.27
982 386 9285 3	INV	5/5/2026	5/5/2026	\$146.92	2300 W 21ST ST	\$146.92
011 522 1000 9	INV	5/7/2026	5/7/2026	\$707.51	615 W BROADWAY ST	\$707.51
034 433 6592 3	INV	5/7/2026	5/7/2026	\$95.84	38 1/2S STATE A	\$95.84
076 608 6751 1	INV	5/7/2026	5/7/2026	\$165.84	2ND ST SW & STATE AVE FEE	\$165.84
190 522 1000 2	INV	5/7/2026	5/7/2026	\$156.79	387 S STATE AVE-LS 8	\$156.79
224 153 1000 6	INV	5/7/2026	5/7/2026	\$39.72	2103 W VILLARD ST ST LITES	\$39.72
253 522 1000 6	INV	5/7/2026	5/7/2026	\$240.91	LS 2 101 3RD ST SE	\$240.91
341 522 1000 0	INV	5/7/2026	5/7/2026	\$909.24	500 E BROADWAY- LS 1	\$909.24
400 523 8047 0	INV	5/7/2026	5/7/2026	\$752.64	RIVER BOOSTER 140 6TH AVE	\$752.64
402 622 1000 4	INV	5/7/2026	5/7/2026	\$453.32	LS 5 300 5TH ST SW	\$453.32
421 622 1000 1	INV	5/7/2026	5/7/2026	\$289.07	LS 4 460 S MAIN (GAS/ELEC)	\$289.07
474 349 8466 3	INV	5/7/2026	5/7/2026	\$48.16	122 1ST ST W DECORATIVE LI	\$48.16
499 653 0566 4	INV	5/7/2026	5/7/2026	\$3,815.99	LS 22 2486 W VILLARD ST (GA	\$3,815.99
511 522 1000 4	INV	5/7/2026	5/7/2026	\$310.44	LS 7 820 W BROADWAY	\$310.44
542 688 9300 2	INV	5/7/2026	5/7/2026	\$6,377.15	811 W BROADWAY BLDG A	\$6,377.15
656 522 1000 9	INV	5/7/2026	5/7/2026	\$154.53	LS 3 432 2ND AVE SW	\$154.53
675 522 1000 6	INV	5/7/2026	5/7/2026	\$33.64	DICKINSON SIGNAL LITES SO	\$33.64

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
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711 522 1000 2	INV	5/7/2026	5/7/2026	\$49.20	W 3RD AVE STORM PUMP-TM	\$49.20
742 043 1000 2	INV	5/7/2026	5/7/2026	\$112.55	1099 W BROADWAY	\$112.55
842 043 1000 1	INV	5/7/2026	5/7/2026	\$138.49	458 E BROADWAY ST	\$138.49
901 522 1000 2	INV	5/7/2026	5/7/2026	\$300.39	625 W BROADWAY ST	\$300.39
111 522 1000 8	INV	5/8/2026	5/8/2026	\$56.84	635 W BROADWAY WHSE	\$56.84

Voucher(s): 40	Aged Totals:						Due				
							\$24,849.97	\$24,849.97	\$0.00	\$0.00	\$0.00

Vendor ID: 9930 **Name:** MSA SAFETY SALES, 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
	965575610	INV	5/3/2026	5/3/2026	\$1,584.00	SUB ALTAIR IO 4 STANDARD,		\$1,584.00			

Voucher(s): 1	Aged Totals:						Due				
							\$1,584.00	\$1,584.00	\$0.00	\$0.00	\$0.00

Vendor ID: 4414 **Name:** NAMENIUK, SHELLY **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
	SN 050626	INV	5/6/2026	5/6/2026	\$143.55	EMPLOYEE EXP-S NAMENIUK		\$143.55			

Voucher(s): 1	Aged Totals:						Due				
							\$143.55	\$143.55	\$0.00	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	#OPCERT-5489	INV	5/13/2026	5/13/2026	\$50.00	ND OPERATOR EXAM FEES		\$50.00			
	#OPCERT-5490	INV	5/13/2026	5/13/2026	\$50.00	ND OPERATOR EXAM FEES		\$50.00			

Voucher(s): 2	Aged Totals:						Due				
							\$100.00	\$100.00	\$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
	042126 202233	INV	4/21/2026	4/21/2026	\$25,929.54	202233 ROUNABOUT		\$25,929.54			
	042326 202233	INV	4/23/2026	4/23/2026	\$230.05	202233 ND22 & 8TH ST S		\$230.05			
	202233 042326A	INV	4/23/2026	4/23/2026	\$955.44	202233 I-94 BUSINESS WEST		\$955.44			

Voucher(s): 3	Aged Totals:						Due				
							\$27,115.03	\$27,115.03	\$0.00	\$0.00	\$0.00

Vendor ID: 680 **Name:** ND FIREFIGHTERS ASSOCIATION **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2026042407	INV	4/24/2026	4/24/2026	\$200.00	CERTIFICATION RETESTS		\$200.00			
	2026042416	INV	4/24/2026	4/24/2026	\$671.94	TEXT BOOKS		\$671.94			

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 City of Dickinson

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Voucher(s): 2		Due		
	Aged Totals:	\$871.94	\$871.94	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	6044113	INV	4/30/2026	4/30/2026	\$507.90	REG & VOICE CALL OUTS		\$507.90			

Voucher(s): 1		Due		
	Aged Totals:	\$507.90	\$507.90	\$0.00

Vendor ID: 6384 **Name:** ND PHARMACY #2 **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	050126	INV	4/30/2026	4/30/2026	\$481.07	MEDICATION FOR EMS		\$481.07			

Voucher(s): 1		Due		
	Aged Totals:	\$481.07	\$481.07	\$0.00

Vendor ID: 696 **Name:** ND SAFETY COUNCIL **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	165265	INV	4/30/2026	4/30/2026	\$3,577.00	DEFENSIVE DRIVING COURSE		\$3,577.00			

Voucher(s): 1		Due		
	Aged Totals:	\$3,577.00	\$3,577.00	\$0.00

Vendor ID: 6568 **Name:** NDSBA/ ND SCHOOL BOARDS ASSOCIATION **Class ID:** **FED TAX CLAS:** NONPROFIT TAX EXEMPT

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	0426	INV	5/7/2026	5/7/2026	\$225.00	REVIEW INQUIRIES & PROVID		\$225.00			

Voucher(s): 1		Due		
	Aged Totals:	\$225.00	\$225.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	PYMT VOUCHER 21	INV	5/6/2026	5/6/2026	\$1,449.00	RANGE OF WORK 042226-050:		\$1,449.00			

Voucher(s): 1		Due		
	Aged Totals:	\$1,449.00	\$1,449.00	\$0.00

Vendor ID: 5780 **Name:** NELSON AUTO CENTER, INC **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	F T195	INV	4/21/2026	4/21/2026	\$58,625.00	PURCHASE 2026 FORD EXPEI		\$58,625.00			

Voucher(s): 1		Due		
	Aged Totals:	\$58,625.00	\$58,625.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	TRFINV066923	INV	4/29/2026	4/29/2026	\$156.62	MISC SIGNS FOR CITY OF DIC		\$156.62			

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TRFINV067060 INV 5/6/2026 5/6/2026 \$520.51 MISC SIGNS FOR CITY OF DKT \$520.51

Voucher(s): 2						Aged Totals:		Due		
						\$677.13	\$677.13	\$0.00	\$0.00	\$0.00

Vendor ID: 9941 **Name:** NORTH CENTRAL INTERNATIONAL LLC **Class ID:** 1099 **FED TAX CLAS:** PARTNERSHIP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	X204051447:01	INV	5/4/2026	5/4/2026	\$56.19	3 AIR FILTERS		\$56.19			

Voucher(s): 1						Aged Totals:		Due		
						\$56.19	\$56.19	\$0.00	\$0.00	\$0.00

Vendor ID: 6057 **Name:** NORTH DAKOTA DEPARTMENT OF COMMERCE **Class ID:** **FED TAX CLAS:** STATE GOVERNMENT

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	C WEEKS 050526	INV	5/5/2026	5/5/2026	\$50.00	REGISTRATION FOR TRAINING		\$50.00			
	T STEFFES 050526	INV	5/5/2026	5/5/2026	\$50.00	REGISTRATION FOR TRAINING		\$50.00			

Voucher(s): 2						Aged Totals:		Due		
						\$100.00	\$100.00	\$0.00	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2293597	INV	5/6/2026	5/6/2026	\$681.95	NEW TIRES		\$681.95			

Voucher(s): 1						Aged Totals:		Due		
						\$681.95	\$681.95	\$0.00	\$0.00	\$0.00

Vendor ID: 2541 **Name:** O5 MOTORSPORTS, 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
	257242	CRM	5/4/2026		(\$13.70)	RETURN AIR FILTER		(\$13.70)			
	257242A	INV	5/4/2026	5/4/2026	\$48.05	2 AIR FILTERS, RATIO RITE MI		\$48.05			

Voucher(s): 2						Aged Totals:		Due		
						\$34.35	\$34.35	\$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
	16587	INV	5/6/2026	5/6/2026	\$402.20	FRONTLOAD TAILGATE SEAL		\$402.20			
	16590	INV	5/6/2026	5/6/2026	\$124.12	FRONTLOAD HYD, PUMP, FILT		\$124.12			

Voucher(s): 2						Aged Totals:		Due		
						\$526.32	\$526.32	\$0.00	\$0.00	\$0.00

Vendor ID: 5965 **Name:** PARADISE DRY CLEANERS, 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
	1181	INV	2/3/2026	2/3/2026	\$269.48	CLEANING OF TABLE CLOTHE				\$269.48	

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Voucher(s): 1	Aged Totals:	Due				
		\$269.48	\$0.00	\$0.00	\$269.48	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	INV-4183	INV	5/8/2026	5/8/2026	\$1,117.31	DECK GUN VALVE, ENGINE 1		\$1,117.31			

Voucher(s): 1	Aged Totals:	Due				
		\$1,117.31	\$1,117.31	\$0.00	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	M167529	INV	4/29/2026	4/29/2026	\$898.97	COLLAR, INFUSION PUMP, GL		\$898.97			

Voucher(s): 1	Aged Totals:	Due				
		\$898.97	\$898.97	\$0.00	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	0617321-IN	INV	4/27/2026	4/27/2026	\$578.56	BCSD BKS		\$578.56			

Voucher(s): 1	Aged Totals:	Due				
		\$578.56	\$578.56	\$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
	109826	CRM	5/6/2026		(\$23.73)	RETURN FUEL LINE CLIP, RET		(\$23.73)			
	108683	INV	4/28/2026	4/28/2026	\$8.54	FUEL LINE CLIP		\$8.54			
	108801	INV	4/29/2026	4/29/2026	\$15.19	GLOBAL FUEL RETAINER		\$15.19			
	108840	INV	4/29/2026	4/29/2026	\$10.44	FUEL LINE CONNECTOR		\$10.44			
	109520	INV	5/4/2026	5/4/2026	\$133.95	ENGINE OIL FILTER, MX FUSE		\$133.95			
	109653	INV	5/5/2026	5/5/2026	\$28.99	VOLT METER 12 VOLT MF		\$28.99			
	109789	INV	5/6/2026	5/6/2026	\$626.89	EXTENDED TRVL CV AXLE, BF		\$626.89			
	109807	INV	5/6/2026	5/6/2026	\$90.15	NEW CV AXLE		\$90.15			

Voucher(s): 8	Aged Totals:	Due				
		\$890.42	\$890.42	\$0.00	\$0.00	\$0.00

Vendor ID: 6513 **Name:** PRIEWE RUSSELL **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
	RP 042826	INV	4/28/2026	4/28/2026	\$72.00	EMPLOYEE EXP-R PRIEWE		\$72.00			

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

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Vendor ID: 466		Name: PUMP SYSTEMS LLC					Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	00427632	INV	4/23/2026	4/23/2026	\$1,165.37	CLAMPS, TUBING, SLEEVES, /		\$1,165.37				
	00427918	INV	4/30/2026	4/30/2026	\$267.11	GREEN HOSE PVC, KING NIPF		\$267.11				
	00427924	INV	4/30/2026	4/30/2026	\$21.60	7 K010-1622 HOSE 1		\$21.60				
	00427938	INV	4/30/2026	4/30/2026	\$10.89	KS16 CLAMP 4 PNCHLOK		\$10.89				
	00428249	INV	5/6/2026	5/6/2026	\$775.51	MARKSMAN #20		\$775.51				
	00428262	INV	5/6/2026	5/6/2026	\$203.01	2 FIRE NOZZLE WASHDOWN I		\$203.01				
							Due					
Voucher(s): 6		Aged Totals:					\$2,443.49	\$2,443.49	\$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	
	8121 2775 04/26	INV	4/27/2026	4/27/2026	\$174.54	POSTAGE-LIBRARY		\$174.54				
	80500972 050326	INV	5/3/2026	5/3/2026	\$100.00	POSTAGE		\$100.00				
							Due					
Voucher(s): 2		Aged Totals:					\$274.54	\$274.54	\$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	
	Q2258354	INV	3/9/2026	3/9/2026	\$292.66	POSTAGE		\$292.66				
							Due					
Voucher(s): 1		Aged Totals:					\$292.66	\$0.00	\$292.66	\$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-30336	INV	4/10/2026	4/10/2026	\$320.00	16 ACCOUNTABILITY TAGS		\$320.00				
	PC-30073	INV	4/28/2026	4/28/2026	\$25.00	WELLNESS ROOM ACRYLIC S		\$25.00				
	PC-30696	INV	4/28/2026	4/28/2026	\$125.00	GLASS SIGN ENGRAVING STA		\$125.00				
	917052	INV	5/12/2026	5/12/2026	\$95.00	DATE STAMP FOR UB		\$95.00				
							Due					
Voucher(s): 4		Aged Totals:					\$565.00	\$565.00	\$0.00	\$0.00	\$0.00	
Vendor ID: 477		Name: RAYS AUTO 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	
	580141	INV	5/6/2026	5/6/2026	\$484.40	BATTERIES (8)		\$484.40				

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 City of Dickinson

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Voucher(s): 1	Aged Totals:	Due	\$484.40	\$484.40	\$0.00	\$0.00	\$0.00
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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
	5106414 1G	INV	5/11/2026	5/11/2026	\$55.75	FUEL TANK MED 1		\$55.75			

Voucher(s): 1	Aged Totals:	Due	\$55.75	\$55.75	\$0.00	\$0.00	\$0.00
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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
	15710	INV	4/29/2026	4/29/2026	\$227.50	FIELD LABOR, REMOVE CUTT		\$227.50			
	15717	INV	5/4/2026	5/4/2026	\$1,660.00	REPAIR CRACKS GARBAGE T		\$1,660.00			

Voucher(s): 2	Aged Totals:	Due	\$1,887.50	\$1,887.50	\$0.00	\$0.00	\$0.00
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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
	260892	INV	5/4/2026	5/4/2026	\$42.12	3 CABLE CLIPS 1/2" G450		\$42.12			

Voucher(s): 1	Aged Totals:	Due	\$42.12	\$42.12	\$0.00	\$0.00	\$0.00
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Vendor ID: 9694 **Name:** RMB ENVIROMENTAL LABS, 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
	M2600036	INV	2/11/2026	2/11/2026	\$1,680.00	LAB SUPPLIES/TESTING				\$1,680.00	

Voucher(s): 1	Aged Totals:	Due	\$1,680.00	\$0.00	\$0.00	\$1,680.00	\$0.00
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Vendor ID: 609 **Name:** ROUGHRIDER ELECTRIC COOPERATIVE **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	103699000	INV	5/1/2026	5/1/2026	\$106.00	WEST 94 LIGHTS		\$106.00			
	103699001	INV	5/1/2026	5/1/2026	\$271.00	10TH AVE E PUMP 1378 10TH		\$271.00			
	103699002	INV	5/1/2026	5/1/2026	\$35.00	34-140-096		\$35.00			
	103699003	INV	5/1/2026	5/1/2026	\$930.00	28-140-096		\$930.00			
	103699004	INV	5/1/2026	5/1/2026	\$960.00	28-140-096		\$960.00			
	103699005	INV	5/1/2026	5/1/2026	\$246.00	NORTH TANK 25 26TH AVE E		\$246.00			
	103699007	INV	5/1/2026	5/1/2026	\$35.00	27-140-096		\$35.00			
	103699015	INV	5/1/2026	5/1/2026	\$75.00	LAGOON PUMP CELL #4		\$75.00			
	103699017	INV	5/1/2026	5/1/2026	\$113.00	LS 16 2301 VILLARD ST E		\$113.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

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103699018	INV	5/1/2026	5/1/2026	\$116.00	LS 17 3101 VILLARD ST E	\$116.00
103699020	INV	5/1/2026	5/1/2026	\$41.00	01-139-096	\$41.00
103699029	INV	5/1/2026	5/1/2026	\$174.00	17-139-095	\$174.00
103699030	INV	5/1/2026	5/1/2026	\$1,052.00	LS 14 977 21ST ST E	\$1,052.00
103699031	INV	5/1/2026	5/1/2026	\$56.00	28-140-096	\$56.00
103699032	INV	5/1/2026	5/1/2026	\$990.00	947 14TH ST E	\$990.00
103699035	INV	5/1/2026	5/1/2026	\$4,621.00	3389 ENERGY DR	\$4,621.00
103699036	INV	5/1/2026	5/1/2026	\$41.00	1144 20TH AVE SW	\$41.00
103699038	INV	5/1/2026	5/1/2026	\$30.00	28-140-096	\$30.00
103699039	INV	5/1/2026	5/1/2026	\$67.00	27-140-096	\$67.00
103699040	INV	5/1/2026	5/1/2026	\$126.00	STATE AVE TANK 1789 15TH :	\$126.00
103699045	INV	5/1/2026	5/1/2026	\$91.00	140-96-27 TRAFFIC LIGHTS	\$91.00
103699046	INV	5/1/2026	5/1/2026	\$429.00	3405 PUBLIC WORKS BLVD	\$429.00
103699047	INV	5/1/2026	5/1/2026	\$3,736.00	3411 PUBLIC WORKS BLVD	\$3,736.00
103699048	INV	5/1/2026	5/1/2026	\$113.00	FRENCH DRAIN LFT STN-LAGI	\$113.00
103699049	INV	5/1/2026	5/1/2026	\$292.00	W VILLARD	\$292.00
103699050	INV	5/1/2026	5/1/2026	\$135.30	BYPASS LIGHTS	\$135.30
103699051	INV	5/1/2026	5/1/2026	\$159.84	BYPASS LIGHTS	\$159.84
103699052	INV	5/1/2026	5/1/2026	\$193.50	BYPASS LIGHTS	\$193.50
103699053	INV	5/1/2026	5/1/2026	\$316.79	BYPASS LIGHTS	\$316.79
103699055	INV	5/1/2026	5/1/2026	\$131.00	ST LT SERVICE	\$131.00
103699056	INV	5/1/2026	5/1/2026	\$2,355.00	LS 21 11470 HWY 10	\$2,355.00
103699057	INV	5/1/2026	5/1/2026	\$545.32	NW TANK 3343 21ST ST W	\$545.32
103699058	INV	5/1/2026	5/1/2026	\$178.00	15TH ST & 30TH AVE W	\$178.00
103699059	INV	5/1/2026	5/1/2026	\$39.07	BRAUN SUB DIVISION LIGHTS	\$39.07
103699060	INV	5/1/2026	5/1/2026	\$6,110.92	2475 STATE AVE	\$6,110.92
103699061	INV	5/1/2026	5/1/2026	\$157.00	11201 21ST STREET SW	\$157.00
103699062	INV	5/1/2026	5/1/2026	\$165.00	11101 34TH STREET SW	\$165.00
103699063	INV	5/1/2026	5/1/2026	\$50.00	2477 STATE AVE NORTH	\$50.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

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Account Number	Type	Start Date	End Date	Amount	Description	Balance
103699064	INV	5/1/2026	5/1/2026	\$169.00	3450 STATE AVE	\$169.00
103699065	INV	5/1/2026	5/1/2026	\$995.00	STATE AVE BOOSTER 3052 S	\$995.00
103699067	INV	5/1/2026	5/1/2026	\$204.94	4461 12TH ST W	\$204.94
103699068	INV	5/1/2026	5/1/2026	\$129.00	1331 WAHL ST	\$129.00
103699069	INV	5/1/2026	5/1/2026	\$115.00	12TH AVE W & MARILYN WAY	\$115.00
103699070	INV	5/1/2026	5/1/2026	\$106.00	11TH AVE W & 25TH ST	\$106.00
103699071	INV	5/1/2026	5/1/2026	\$116.00	CALVIN DR & KOCH ST	\$116.00
103699072	INV	5/1/2026	5/1/2026	\$44.80	3343 21ST STREET WEST	\$44.80
103699073	INV	5/1/2026	5/1/2026	\$45.86	5TH AVE EAST STREET LIGHT	\$45.86
103699074	INV	5/1/2026	5/1/2026	\$50.91	ST LIGHTS SIMS AND 24TH ST	\$50.91
103699075	INV	5/1/2026	5/1/2026	\$52.56	4TH AVE E & 21ST ST E	\$52.56
103699076	INV	5/1/2026	5/1/2026	\$220.00	139-95-17NW	\$220.00
103699078	INV	5/1/2026	5/1/2026	\$83.89	ST LIGHTS 4TH AVE AND 26TH	\$83.89
105963000	INV	5/1/2026	5/1/2026	\$165.00	34-140-096	\$165.00
105963001	INV	5/1/2026	5/1/2026	\$42.00	SEWER VAULT HWY 10 116TH	\$42.00
105963002	INV	5/1/2026	5/1/2026	\$60.12	4TH AVE EAST & 37TH ST EAST	\$60.12
105963003	INV	5/1/2026	5/1/2026	\$46.79	STREET LIGHTS 10TH AVE SW	\$46.79
105963004	INV	5/1/2026	5/1/2026	\$58.47	STREET LIGHTS PRAIRIE OAK	\$58.47
105963005	INV	5/1/2026	5/1/2026	\$36.75	STREET LIGHTS 23RD ST SW	\$36.75
105963006	INV	5/1/2026	5/1/2026	\$40.00	SEWER VAULT HWY 10 & 116TH	\$40.00
105963007	INV	5/1/2026	5/1/2026	\$119.58	2494 I-94 BUSINESS LOOP E	\$119.58
105963008	INV	5/1/2026	5/1/2026	\$203.88	2495 I-94 BUSINESS LOOP E	\$203.88
103699080	INV	5/4/2026	5/4/2026	\$46.64	STREET LIGHTS 9TH AVE E	\$46.64
103699081	INV	5/4/2026	5/4/2026	\$38.49	STREET LIGHTS ATASCOSIPA	\$38.49
103699082	INV	5/4/2026	5/4/2026	\$36.65	ST LIGHTS NORTH ATASCOSI	\$36.65
103699083	INV	5/4/2026	5/4/2026	\$62.65	STREET LIGHTS 14TH ST E	\$62.65
103699084	INV	5/4/2026	5/4/2026	\$51.78	STREET LIGHTS BADLANDS C	\$51.78
103699085	INV	5/4/2026	5/4/2026	\$42.86	STREET LIGHTS SIMS ST	\$42.86
103699086	INV	5/4/2026	5/4/2026	\$48.19	STREET LIGHT EATON DR	\$48.19

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103699087	INV	5/4/2026	5/4/2026	\$46.64	STREET LIGHTS 19TH ST E	\$46.64
103699088	INV	5/4/2026	5/4/2026	\$48.39	STREET LIGHTS 17TH ST E	\$48.39
103699089	INV	5/4/2026	5/4/2026	\$36.55	STREET LIGHTS 10TH AVE E	\$36.55
103699090	INV	5/4/2026	5/4/2026	\$44.22	STREET LIGHTS 10TH AVE 17	\$44.22
103699091	INV	5/4/2026	5/4/2026	\$41.79	448 21ST ST W STREET LIGHT	\$41.79

Voucher(s): 72	Due
	Aged Totals:
	\$28,933.14 \$28,933.14 \$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
	8533579	INV	4/23/2026	4/23/2026	\$131.22	TIDY CATS, GLASS CLEANER,		\$131.22			
	8538248	INV	4/29/2026	4/29/2026	\$27.54	HILLMAN BULK BIN PRODUCT		\$27.54			
	8544417	INV	5/5/2026	5/5/2026	\$44.99	COVERALL M SS POPLIN NAV		\$44.99			
	8545040	INV	5/6/2026	5/6/2026	\$7.99	ROYAL BLUE SPRAY RUST KII		\$7.99			
	8545946	INV	5/7/2026	5/7/2026	\$146.42	EPOXY MASTER BLEND, HANI		\$146.42			
	8550671	INV	5/11/2026	5/11/2026	\$152.91	LOCK WASHERS, SCREWS, R		\$152.91			

Voucher(s): 6	Due
	Aged Totals:
	\$511.07 \$511.07 \$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
	898090	INV	4/30/2026	4/30/2026	\$3,233.00	DRUG ADM, COLLECTION, EX.		\$3,233.00			
	898840	INV	4/30/2026	4/30/2026	\$1,170.00	HS FA CPR AED		\$1,170.00			

Voucher(s): 2	Due
	Aged Totals:
	\$4,403.00 \$4,403.00 \$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
	9986	INV	5/6/2026	5/6/2026	\$1,200.00	REMOVE & REPLACE PASS AI		\$1,200.00			
	9987	INV	5/6/2026	5/6/2026	\$555.98	LABOR, MOBIL PER GAL OIL F		\$555.98			
	9988	INV	5/6/2026	5/6/2026	\$1,304.63	LABOR, MOBIL PER GAL, AIR F		\$1,304.63			

Voucher(s): 3	Due
	Aged Totals:
	\$3,060.61 \$3,060.61 \$0.00 \$0.00 \$0.00

Vendor ID: 2781	Name: SELLE, MARK	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

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MS 050126 INV 5/1/2026 5/1/2026 \$68.00 EMPLOYEE EXP-MARK SELLE \$68.00

Voucher(s): 1		Due			
	Aged Totals:	\$68.00	\$68.00	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	SX5-IE9448	INV	4/14/2026	4/14/2026	\$2,044.94	470.1 GAL RUBY FIELDMASTE		\$2,044.94			
	SX5-IE9506	INV	4/24/2026	4/24/2026	\$3,169.41	728.6 GAL RUBY FIELDMASTE		\$3,169.41			

Voucher(s): 2		Due			
	Aged Totals:	\$5,214.35	\$5,214.35	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	04578.00 0426	INV	4/30/2026	4/30/2026	\$90.28	MONTHLY CONSUMPTION		\$90.28			
	INV14226	INV	4/30/2026	4/30/2026	\$622.28	ELECTRICAL COSTS -MARCH		\$622.28			

Voucher(s): 2		Due			
	Aged Totals:	\$712.56	\$712.56	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1454345	INV	4/25/2026	4/25/2026	\$205.48	STANDARD SHIPMENT		\$205.48			

Voucher(s): 1		Due			
	Aged Totals:	\$205.48	\$205.48	\$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
	APRIL 2026	INV	5/4/2026	5/4/2026	\$9,504.45	STARK CO PERMITS-APRIL		\$9,504.45			
	MARCH 2026	INV	5/4/2026	5/4/2026	\$1,854.30	STARK CO PERMITS -MARCH		\$1,854.30			
	260056	INV	5/8/2026	5/8/2026	\$17,034.95	CITY/CO PLANNER WAGES		\$17,034.95			

Voucher(s): 3		Due			
	Aged Totals:	\$28,393.70	\$28,393.70	\$0.00	\$0.00

Vendor ID: 4127 **Name:** STOCKIE, BRANDON **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
	BS 042126	INV	4/21/2026	4/21/2026	\$326.80	EMPLOYEE EXP-B STOCKIE		\$326.80			

Voucher(s): 1		Due			
	Aged Totals:	\$326.80	\$326.80	\$0.00	\$0.00

Vendor ID: 6692 **Name:** STRUCTURAL MATERIALS 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
	RETURN34078	CRM	5/13/2026		(\$16.00)	RETURN HANDLE LUMATHRE		(\$16.00)			

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00780645 INV 5/4/2026 5/4/2026 \$96.00 BROOM WIRE STREET 16", HA \$96.00

Voucher(s): 2		Aged Totals:		<u>Due</u>					
				\$80.00	\$80.00	\$0.00	\$0.00	\$0.00	\$0.00

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
	WALGREENS 051126	INV	5/11/2026	5/11/2026	\$707.28	WALGREENS TR OPIOID SETI		\$707.28			

Voucher(s): 1		Aged Totals:		<u>Due</u>					
				\$707.28	\$707.28	\$0.00	\$0.00	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	009126	INV	4/27/2026	4/27/2026	\$450.00	LAB SLIPS 04-22-26		\$450.00			

Voucher(s): 1		Aged Totals:		<u>Due</u>					
				\$450.00	\$450.00	\$0.00	\$0.00	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	7399628-0001	INV	4/16/2026	4/16/2026	\$23.00	EARMUFFS, ECONOMUFF		\$23.00			
	7412423-0001	INV	5/8/2026	5/8/2026	\$369.66	EXT, 2.5 GAL PRESURR WATE		\$369.66			

Voucher(s): 2		Aged Totals:		<u>Due</u>					
				\$392.66	\$392.66	\$0.00	\$0.00	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2550616944	INV	4/22/2026	4/22/2026	\$111.11	MATS		\$111.11			
	2550620293	INV	4/29/2026	4/29/2026	\$94.91	COVERALLS, SOAP		\$94.91			
	2550620294	INV	4/29/2026	4/29/2026	\$171.66	MATS		\$171.66			
	2550620295	INV	4/29/2026	4/29/2026	\$51.96	MATS		\$51.96			
	2550622936	INV	5/6/2026	5/6/2026	\$41.41	MATS		\$41.41			
	2550622980	INV	5/6/2026	5/6/2026	\$63.55	MATS		\$63.55			
	2550622990	INV	5/6/2026	5/6/2026	\$49.15	MATS		\$49.15			
	2550623001	INV	5/6/2026	5/6/2026	\$81.83	MATS		\$81.83			
	2550623004	INV	5/6/2026	5/6/2026	\$51.96	MATS		\$51.96			
	2550623748	INV	5/7/2026	5/7/2026	\$29.61	MATS		\$29.61			
	2550623795	INV	5/7/2026	5/7/2026	\$85.77	MATS		\$85.77			

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Voucher(s): 11		Due			
	Aged Totals:	\$832.92	\$832.92	\$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
	0426-TR116172	INV	4/30/2026	4/30/2026	\$126.00	210 EMPLOYEES @ .60 EACH		\$126.00			

Voucher(s): 1		Due			
	Aged Totals:	\$126.00	\$126.00	\$0.00	\$0.00

Vendor ID: 6238 **Name:** WALLACE CORI **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
	CW 042126	INV	4/21/2026	4/21/2026	\$326.80	EMPLOYEE EXP-C WALLACE		\$326.80			

Voucher(s): 1		Due			
	Aged Totals:	\$326.80	\$326.80	\$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
	49346	INV	4/27/2026	4/27/2026	\$385.86	35 BLUE DEF 2.5, PROPANE B		\$385.86			
	291155382	INV	4/28/2026	4/28/2026	\$39,665.40	ETHONAL LEAD FREE, #2 CLE		\$39,665.40			
	364045	INV	4/30/2026	4/30/2026	\$523.20	218 DEF		\$523.20			
	49533	INV	5/6/2026	5/6/2026	\$78.80	10 MOBIL GREASE POLYREX		\$78.80			

Voucher(s): 4		Due			
	Aged Totals:	\$40,653.26	\$40,653.26	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	INV-1252	INV	5/1/2026	5/1/2026	\$249.42	MISC HOSES		\$249.42			
	INV-1256	INV	5/5/2026	5/5/2026	\$104.22	QUICK CONNECTS		\$104.22			

Voucher(s): 2		Due			
	Aged Totals:	\$353.64	\$353.64	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	637768	INV	5/4/2026	5/4/2026	\$371.78	2 ELEMENT-AI		\$371.78			

Voucher(s): 1		Due			
	Aged Totals:	\$371.78	\$371.78	\$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
	INV764206	INV	1/1/2026	1/1/2026	\$85.71	LEATHER FRONTS TYPE 3 DE					\$85.71
	INV884875	INV	4/29/2026	4/29/2026	\$112.94	BOURKE EYESHIELDS/TINTEI		\$112.94			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Section 2. Item B.

Voucher(s): 2		Aged Totals:	<u>Due</u>		
			\$198.65	\$112.94	\$85.71

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

<u>Voucher/ Payment No.</u>	<u>Doc Number</u>	<u>Type</u>	<u>Doc Date</u>	<u>Due Date</u>	<u>Doc Amount</u>	<u>Description</u>	<u>Writeoff Amount</u>	<u>Current Period</u>	<u>31 - 60 Days</u>	<u>61 - 90 Days</u>	<u>91 and Over</u>
	1348824 050426	INV	5/4/2026	5/4/2026	\$250.00	PREMIUM 04-01-26-03-31-27		\$250.00			

Voucher(s): 1		Aged Totals:	<u>Due</u>		
			\$250.00	\$250.00	\$0.00

	<u>Vendors</u>	<u>Due</u>	<u>Current Period</u>	<u>31 - 60 Days</u>	<u>61 - 90 Days</u>	<u>91 and Over</u>
Vendor Totals:	142	\$865,761.29	\$859,859.31	\$2,846.08	\$2,055.19	\$1,000.71



Visa Purchasing

Billing Period: 04/28/2026 - 05/11/2026
Account Number: XXXX-XXXX-XXXX

Page 1 of 8

Account Summary

Previous Balance	\$25,741.67
Purchases & Other Charges	\$33,737.46
Cash Advances	\$0.00
Cash Advance Fees	\$0.00
Late Charges	\$0.00
Finance Charges	\$0.00
Credits	\$206.64
Payments	\$25,741.67
New Balance	\$33,530.82
Credit Limit	\$120,000.00
Cash Limit	\$120,000.00
Available Credit	\$86,469.18
Disputed Amount	\$0.00
Statement Closing Date	May 11, 2026
Days in Billing Cycle	14

Payment Information

New Balance	\$33,530.82
Minimum Payment Due	\$33,530.82
Payment Due Date	May 18, 2026

Contact Us

For Customer Service Call: 1-800-892-7104
Outside The U.S. Call: 1-402-691-7800

Send Billing Inquiries To: COMMERCE BANK
PO BOX 414084
KANSAS CITY MO 64141

Important Messages

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

Corporate Account Activity

Tran Date	Post Date	Reference Number	Transaction Description	Amount
05/04	05/04		AUTO PAYMENT - THANK YOU!	\$25,741.67 CR

PLEASE DETACH COUPON AND RETURN WITH YOUR PAYMENT.

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

Account ID:
Account Number: XXXX-XXXX-XXXX
Payment Due Date: May 18, 2026
New Balance: \$33,530.82
Minimum Payment Due: \$33,530.82

AMOUNT ENCLOSED

Use enclosed envelope and make check payable to:
COMMERCE BANK

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

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



Cardholder Account Activity

Tran Date	Post Date	Reference Number	Transaction Description		Amount
DARNYL MALKOWSKI XXXX-XXXX-XXXX- Credit Limit: \$2,500.00			Purchases & Other Charges	Payments & Other Credits	Total Activity
			\$45.00	\$0.00	\$45.00
05/01	05/04	24692166121406225463129	IN *ND POST	701-3285500 ND	\$45.00
FIRE DEPARTMENT XXXX-XXXX-XXXX- Credit Limit: \$10,000.00			Purchases & Other Charges	Payments & Other Credits	Total Activity
			\$2,521.45	\$0.00	\$2,521.45
04/29	04/30	24559306119900019701825	NDPIO	701-4716500 ND	\$100.00
05/01	05/04	24493986122214851036420	UNION STATION HOTEL	SAINT LOUIS MO CHECK IN DATE: 04-26-26 CONFIRMATION #: 1702238	\$1,064.45
05/05	05/06	24793386125000314695077	FireNuggets Inc	180-4994352 CA	\$1,200.00
05/07	05/08	24011346127100157828724	SP TAYLORSTINS	TAYLORSTINS.CMO	\$157.00
SHELLY NAMENIU XXXX-XXXX-XXXX- Credit Limit: \$5,000.00			Purchases & Other Charges	Payments & Other Credits	Total Activity
			\$119.99	\$0.00	\$119.99
05/05	05/06	24011346125100130891155	CANVA* I04872-42046612	CANVA.COM TX	\$119.99
FIRE DEPARTMENT 2 XXXX-XXXX-XXXX- Credit Limit: \$2,500.00			Purchases & Other Charges	Payments & Other Credits	Total Activity
			\$2,284.16	\$0.00	\$2,284.16
04/27	04/28	24116416117716202672903	PARTSTREE.COM	512-288-4355 TX	\$29.20
04/27	04/28	24492166118100007068233	SP FIREHOSESUPPLY	FIREHOSESUPPLOH	\$1,256.02
05/04	05/05	24027626125067474991601	PAYPAL *WATERAX	855-616-1818 WA	\$884.00
05/08	05/11	24116416128744224074384	PARTSTREE.COM	512-288-4355 TX	\$114.94
FINANCE DEPARTMENT XXXX-XXXX-XXXX- Credit Limit: \$25,000.00			Purchases & Other Charges	Payments & Other Credits	Total Activity
			\$299.55	\$0.00	\$299.55
05/04	05/05	24027626124878478869523	PAYFLOW/PAYPAL	888-883-9770 NE	\$299.55
JADE JAYNES XXXX-XXXX-XXXX- Credit Limit: \$3,000.00			Purchases & Other Charges	Payments & Other Credits	Total Activity
			\$940.36	\$5.83	\$934.53
04/29	04/30	24692166119404244944983	AMAZON MKTPL*BV8VK9A32	Amzn.com/billWA	\$12.98
04/29	04/30	24011346119100148183635	CANVA* I04866-42161303	CANVA.COM TX	\$136.00
04/29	05/01	24789306120667100523512	OTC BRANDS *OTC BRANDS	800-2280475 NE	\$178.61
05/05	05/06	24055236125739700545046	WALMART.COM	800-925-6278 AR	\$554.53
05/05	05/06	74055236125739781822079	WALMART.COM	WALMART.COM AR	\$5.83 CR
05/08	05/11	24692166128402321368174	AMAZON MKTPL*BF8MR7552	Amzn.com/billWA	\$23.99
05/10	05/11	24692166130404830238761	AMAZON MKTPL*BF34M8O91	Amzn.com/billWA	\$34.25
GRANT CARLSON XXXX-XXXX-XXXX- Credit Limit: \$5,000.00			Purchases & Other Charges	Payments & Other Credits	Total Activity
			\$366.74	\$0.00	\$366.74
05/02	05/04	24011346122100147288810	AMAZON RETA* BJ8KY9F00	WWW.AMAZON.COWA	\$154.10
05/05	05/06	24011346125100114029814	AMAZON RETA* BJ0RF25K0	WWW.AMAZON.COWA	\$15.95
05/08	05/11	24011346128100158641919	AMAZON RETA* BV5BX4FX0	WWW.AMAZON.COWA	\$196.69
POLICE DEPARTMENT TRAVEL XXXX-XXXX-XXXX- Credit Limit: \$2,500.00			Purchases & Other Charges	Payments & Other Credits	Total Activity
			\$651.02	\$0.00	\$651.02
04/26	04/28	24316056117730105260916	SHELL OIL10083962018	JAMESTOWN ND	\$42.97
05/01	05/04	24692166121406290998165	EXXON WASHINGTON	BISMARCK ND	\$28.83
05/01	05/04	24692166122406377975077	CK HOLIDAY # 06454	FARGO ND	\$26.68
05/01	05/04	24943006122423449392780	CANDLEWOOD SUITES	FARGO ND CHECK IN DATE: 04-26-26 CONFIRMATION #: 64810491	\$495.00
05/05	05/07	24445006126500608215487	PY *PIZZA RANCH	DICKINSODICKINSON ND	\$57.54

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
JOSEPH CIANNI XXXX-XXXX-XXXX- Credit Limit: \$2,500.00				
			Purchases & Other Charges \$700.54	Payments & Other Credits \$0.00
				Total Activity \$700.54
05/04	05/06	24941666125306232461336	BIG D #11 DEADWOOD SD	\$68.02
05/06	05/08	24000976127705108840797	THE LODGE AT DEADWOOD DEADWOOD SD CHECK IN DATE: 05-03-26 CONFIRMATION #: 0000002677	\$316.26
05/06	05/08	24000976127705108840854	THE LODGE AT DEADWOOD DEADWOOD SD CHECK IN DATE: 05-03-26 CONFIRMATION #: 0000002678	\$316.26
POLICE DEPT TRAVEL 2 XXXX-XXXX-XXXX- Credit Limit: \$2,500.00				
			Purchases & Other Charges \$78.97	Payments & Other Credits \$0.00
				Total Activity \$78.97
05/04	05/05	24455016124142000273547	WAL-MART #1567 DICKINSON ND	\$25.15
05/04	05/05	24226386125023698297101	WAL-MART #1567 DICKINSON ND	\$53.82
MICHAEL HANEL XXXX-XXXX-XXXX- Credit Limit: \$2,500.00				
			Purchases & Other Charges \$528.44	Payments & Other Credits \$0.00
				Total Activity \$528.44
04/27	04/29	24721936118900019429193	APCO INTERNATIONAL INC 386-9442422 FL	\$500.00
04/29	05/01	24943006121422638655719	CENEX-TRI ENERGY COOPERA DICKINSON ND	\$6.44
05/04	05/04	24011346124100075420185	BUZZSPROUT INV8820215 BUZZSPROUT.COFL	\$22.00
DUSTIN DASSINGER XXXX-XXXX-XXXX- Credit Limit: \$2,500.00				
			Purchases & Other Charges \$51.22	Payments & Other Credits \$0.00
				Total Activity \$51.22
05/05	05/06	24137466125100282255055	TST* PLAYERS SPORTS BAR & DICKINSON ND	\$51.22
PURCHASING DEPARTMENT XXXX-XXXX-XXXX- Credit Limit: \$10,000.00				
			Purchases & Other Charges \$2,563.32	Payments & Other Credits \$0.00
				Total Activity \$2,563.32
04/29	04/30	24692166119404074749783	AMAZON MKTPL*BJ6UC6ZR1 Amzn.com/billWA	\$39.85
05/01	05/01	24692166121405326313712	AMAZON MKTPL*BV3N35XT2 Amzn.com/billWA	\$10.98
05/04	05/05	24692166124409055235218	AMAZON MKTPL*BV4O43WH2 Amzn.com/billWA	\$31.74
05/04	05/05	24692166124409062938432	AMAZON MKTPL*BJ5794PL0 Amzn.com/billWA	\$1,294.26
05/05	05/06	24692166125409974918901	AMAZON MKTPL*BJ8PN5HY0 Amzn.com/billWA	\$7.99
05/06	05/07	24692166126400947880889	AMAZON MKTPL*BF7A84TL2 Amzn.com/billWA	\$217.84
05/09	05/11	24692166129403885422307	AMAZON MKTPL*BV3SQ1NN0 Amzn.com/billWA	\$960.66
DUANE ZASTOPIIL XXXX-XXXX-XXXX- Credit Limit: \$5,000.00				
			Purchases & Other Charges \$23.18	Payments & Other Credits \$0.00
				Total Activity \$23.18
04/30	05/01	24036296120744681132551	EB *2026 NDDEQ SPRING 801-413-7200 CA	\$23.18
PD TRAVEL 3 XXXX-XXXX-XXXX- Credit Limit: \$2,500.00				
			Purchases & Other Charges \$500.08	Payments & Other Credits \$0.00
				Total Activity \$500.08
04/28	04/29	24692166118403316562625	EXXON JAMESTOWN I-94 JAMESTOWN ND	\$60.08
04/28	04/30	24692166119403913042145	FAIRFIELD INN & SUITES JAMESTOWN ND CHECK IN DATE: 04-26-26 CONFIRMATION #: 95 509 NUMBER OF NIGHTS: 2	\$220.00
04/28	04/30	24692166119403913042152	FAIRFIELD INN & SUITES JAMESTOWN ND CHECK IN DATE: 04-26-26 CONFIRMATION #: 95 509 NUMBER OF NIGHTS: 2	\$220.00
TRAVIS LEINTZ XXXX-XXXX-XXXX- Credit Limit: \$2,500.00				
			Purchases & Other Charges \$476.35	Payments & Other Credits \$0.00
				Total Activity \$476.35
05/02	05/04	24492156123251191024419	TLO TRANSUNION 561-988-4200 FL	\$185.55
05/04	05/05	24431066125424945167072	TRI-TECH FORENSICS INC 800-438-7884 NC	\$290.80

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
CINDY THRONBURG XXXX-XXXX-XXXX- Credit Limit: \$3,000.00				
			Purchases & Other Charges \$256.71	Payments & Other Credits \$0.00
				Total Activity \$256.71
05/07	05/08	24692166127401557253556	AMAZON MKTPL*BJ7F25970 Amzn.com/billWA	\$24.56
05/09	05/11	24692166129403924439114	AMAZON MKTPL*2B5WW1CY3 Amzn.com/billWA	\$232.15
POLICE DEPARTMENT XXXX-XXXX-XXXX- Credit Limit: \$30,000.00				
			Purchases & Other Charges \$289.90	Payments & Other Credits \$0.00
				Total Activity \$289.90
04/28	04/29	24692166118402667632920	AMAZON MKTPL*BS94T09O1 Amzn.com/billWA	\$149.90
05/05	05/06	24692166125400112962497	IN *GUARDIAN ALLIANCE TEC415-6552240 CA	\$140.00
RACHEL SHUMAKER XXXX-XXXX-XXXX- Credit Limit: \$15,000.00				
			Purchases & Other Charges \$448.28	Payments & Other Credits \$0.00
				Total Activity \$448.28
04/27	04/28	24011346117100144499524	GB* NORTH DAKOTA SOLID GIVEBUTTER.CODE	\$77.55
04/29	05/01	24231686120733838431326	MARATHON 261917 MAPLETON ND	\$57.48
05/05	05/06	24116416125744684642160	MAGID GLOVE 773-384-2070 IL	\$313.25
DENVER FOWLER XXXX-XXXX-XXXX- Credit Limit: \$3,000.00				
			Purchases & Other Charges \$199.65	Payments & Other Credits \$0.00
				Total Activity \$199.65
05/06	05/07	24204296126001764783226	eBay O*07-14607-49702 800-4563229 CA	\$46.97
05/07	05/08	24204296127001320589066	eBay O*26-14581-68938 800-4563229 CA	\$34.06
05/08	05/11	24204296128001853171216	eBay O*18-14599-57118 800-4563229 CA	\$75.98
05/08	05/08	24036296128712073611955	REYNOLDSADVANCEDMATERI 610-252-5800 PA	\$42.64
RACHEL WALDO XXXX-XXXX-XXXX- Credit Limit: \$3,000.00				
			Purchases & Other Charges \$515.76	Payments & Other Credits \$29.98
				Total Activity \$485.78
04/27	04/29	24445006118500544538943	PAPA JOHN'S #4905 701-483-7200 ND	\$114.18
04/27	04/29	24445006118500544539024	PAPA JOHN'S #4905 701-483-7200 ND	\$114.18
04/27	04/29	24011346118100171500672	AMAZON RETA* BY3OL84K0 SEATTLE WA	\$29.98 CR
04/29	04/30	24692166119404083591119	AMAZON MKTPL*BJOYB5Z61 Amzn.com/billWA	\$18.98
05/07	05/08	24011346127100135947307	AMAZON RETA* BV8F79MI1 WWW.AMAZON.COWA	\$12.09
05/07	05/08	24011346127100135688976	AMAZON RETA* BF43S1GT2 WWW.AMAZON.COWA	\$27.99
05/08	05/11	24692166128402626346412	AMAZON MKTPL*BF5M25HU2 Amzn.com/billWA	\$66.40
05/09	05/11	24692166129403263061438	AMAZON MKTPL*BV1DF0KQ1 Amzn.com/billWA	\$147.65
05/10	05/11	24011346130100133144027	AMAZON RETA* BF2QE3OV1 WWW.AMAZON.COWA	\$14.29
AARON MEYER XXXX-XXXX-XXXX- Credit Limit: \$40,000.00				
			Purchases & Other Charges \$7,329.76	Payments & Other Credits \$0.00
				Total Activity \$7,329.76
04/27	04/28	24692166117402073915944	AMAZON MKTPL*BS4BU0N20 Amzn.com/billWA	\$374.99
04/29	04/29	24692166119403518345398	AMAZON MKTPL*BV2SA7NI2 Amzn.com/billWA	\$782.91
04/30	05/04	24943016121010190403328	HOMEDEPOT.COM HOMEDEPOT.COMGA	\$155.36
05/01	05/04	24011346121100143558977	UBIQUITI INC. UI.COM NY	\$29.00
05/01	05/04	24431066122423483142953	STAPLES.COM 0900 800-333-3330 MA	\$8.99
05/02	05/04	24011346122100064171940	WASABI TECHNOLOGIES WASABI.COM MA	\$1,059.45
05/05	05/06	24011346125100140600786	WWW.UI.COM WWW.UI.COM NY	\$2,663.60
05/05	05/06	24011346125100131010540	WWW.UI.COM WWW.UI.COM NY	\$321.10
05/06	05/06	24692166126400247139390	AMAZON MKTPL*BV9Z5JS1 Amzn.com/billWA	\$1,919.98
05/07	05/08	24801976128742791506484	DICKINSON HARDWARE DICKINSON ND	\$14.38
CITY LIBRARY XXXX-XXXX-XXXX- Credit Limit: \$10,000.00				
			Purchases & Other Charges \$1,160.95	Payments & Other Credits \$0.00
				Total Activity \$1,160.95
04/30	05/01	24445006120300667996747	FSP*ALLSTAR RENTAL LLC 702-403-0549 ND	\$1,160.95
SYLVIA MILLER XXXX-XXXX-XXXX- Credit Limit: \$1,500.00				
			Purchases & Other Charges \$164.16	Payments & Other Credits \$0.00
				Total Activity \$164.16
04/28	04/29	24011346118100169733384	COLUMN PUBLIC NOTICE COLUMN.US DC	\$45.60

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
05/04	05/05	24011346125100002642280	COLUMN PUBLIC NOTICE COLUMN.US DC	\$57.00
05/06	05/07	24011346127100010077519	COLUMN PUBLIC NOTICE COLUMN.US DC	\$61.56
FIRE DEPARTMENT EMS XXXX-XXXX-XXXX- Credit Limit: \$20,000.00			Purchases & Other Charges \$3,587.34	Payments & Other Credits \$0.00
				Total Activity \$3,587.34
04/28	04/30	24943006119421634435112	HOLIDAY INN EXPRESS & SU 6057256000 MT CHECK IN DATE: 04-27-26 NUMBER OF NIGHTS: 1 CONFIRMATION #: 0001056057256000	\$110.00
04/30	05/01	24445006121400207244522	WM SUPERCENTER #1567 DICKINSON ND	\$265.56
04/30	05/01	24427336120730267648624	CASH WISE #3044 DICKINSON ND	\$30.98
04/30	05/01	24116416121734418912868	SUBWAY 63579 DICKINSON ND	\$271.35
05/01	05/04	24455016121142000282194	WAL-MART #1567 DICKINSON ND	\$27.84
05/01	05/04	24692166121405603272417	NATIONAL REGISTRY EMT 614-888-4484 OH	\$159.00
05/04	05/05	24445006125400212122917	WM SUPERCENTER #1567 DICKINSON ND	\$26.88
05/04	05/06	24789306125693900991076	BOOT BARN #130 701-2556587 ND	\$13.90
05/06	05/07	24000976126702401626719	THE UPS STORE 4954 209-7775558 ND	\$14.83
05/08	05/11	24011346128100127254331	SMARTSHEET INC. SMARTSHEET.COWA	\$2,508.00
05/09	05/11	24692166129403484268010	NATIONAL REGISTRY EMT 614-888-4484 OH	\$159.00
REBECCA NEEDHAM XXXX-XXXX-XXXX- Credit Limit: \$1,500.00			Purchases & Other Charges \$774.79	Payments & Other Credits \$60.19
				Total Activity \$714.60
05/02	05/04	24692166122407185216480	Amazon.com*BJ2A07QH1 Amzn.com/billWA	\$535.01
05/03	05/04	24692166123408151679643	Amazon.com*BJ4B61JZ0 Amzn.com/billWA	\$41.57
05/03	05/04	24692166123408116633743	Amazon.com*BJ4JF73Q0 Amzn.com/billWA	\$188.77
05/04	05/05	24692166124408909109850	AMAZON MKTPL*BJ1NU2WA1 Amzn.com/billWA	\$9.44
05/08	05/11	74692166128402888558527	Amazon.com Amzn.com/billWA	\$60.19 CR
ROBERT FUHRMAN XXXX-XXXX-XXXX- Credit Limit: \$5,000.00			Purchases & Other Charges \$539.33	Payments & Other Credits \$0.00
				Total Activity \$539.33
04/28	04/29	24011346119100010706463	COLUMN PUBLIC NOTICE COLUMN.US DC	\$11.40
04/30	05/01	24692166120405128206453	IN *CUSTOM DATA, INC 701-2902063 ND	\$520.00
05/05	05/06	24231686125747004388289	CONSOLIDATED TELCOM EBILL.CTCTEL.ND	\$7.93
MUSEUM XXXX-XXXX-XXXX- Credit Limit: \$8,000.00			Purchases & Other Charges \$2,060.19	Payments & Other Credits \$87.84
				Total Activity \$1,972.35
04/23	04/28	74755426117271138492505	AURORA WORLD 562-2051222 CA	\$87.84 CR
04/28	04/29	24011346118100142999268	SHIPPO.COM GOSHIPPO.COM CA	\$7.45
04/28	04/29	24000776118100036351023	SHIPPO.COM GOSHIPPO.COM CA	\$7.45
05/01	05/04	24275396121900019040786	SPECIALTY STORE MOTO 800-9990771 IL	\$76.42
05/05	05/06	24000776125100034267776	SHIPPO.COM GOSHIPPO.COM CA	\$5.89
05/06	05/07	24000776127100002700749	SP ROCKY MNT STICKER RMSTICKER.COMCO	\$264.00
05/06	05/07	24765016126741182837418	TOTALLY PROMOTIONAL 567-890-6042 OH	\$98.52
05/07	05/08	24755426127281272016989	ATLAS SCREEN PRINTING 352-3772637 FL	\$1,600.46
ROBERT EBELHAR XXXX-XXXX-XXXX- Credit Limit: \$2,000.00			Purchases & Other Charges \$302.48	Payments & Other Credits \$0.00
				Total Activity \$302.48
04/27	04/28	24011346117100126570250	AMAZON RETA* BS0F742P1 WWW.AMAZON.COWA	\$302.48
EMS 1 XXXX-XXXX-XXXX- Credit Limit: \$2,500.00			Purchases & Other Charges \$130.81	Payments & Other Credits \$0.00
				Total Activity \$130.81
05/04	05/05	24692166124409215022670	EXXON RUD'S CORPORATIO NEW SALEM ND	\$130.81
CARTER FONG XXXX-XXXX-XXXX- Credit Limit: \$5,000.00			Purchases & Other Charges \$1,095.07	Payments & Other Credits \$0.00
				Total Activity \$1,095.07
04/27	04/28	24692166117402210427183	SQ *LYNETTE LOCKEN PHOTOGgosq.com ND	\$497.50
04/27	04/28	24445006118400202770971	WM SUPERCENTER #1567 DICKINSON ND	\$41.98
04/30	05/01	24692166120405128206461	IN *CUSTOM DATA, INC 701-2902063 ND	\$500.00

Cardholder Account Activity (continued)

Tran Date	Post Date	Reference Number	Transaction Description	Amount
05/01	05/04	24692166122406437676665	SQ *TWIST'N SODAS Dickinson ND	\$35.81
05/01	05/04	24692166122406491192492	SQ *THE CORNDOG COMPANY WDickinson ND	\$19.78
RITA BINSTOCK				
XXXX-XXXX-XXXX- Credit Limit: \$4,000.00			Purchases & Other Charges \$2,531.89	Payments & Other Credits \$22.80
				Total Activity \$2,509.09
04/30	05/01	24427336120730267647147	CASH WISE #3044 DICKINSON ND	\$71.01
05/01	05/04	24011346122100045470205	COLUMN PUBLIC NOTICE COLUMN.US DC	\$326.80
05/01	05/04	24011346122100045506313	COLUMN PUBLIC NOTICE COLUMN.US DC	\$946.20
05/07	05/08	24011346128100006979560	COLUMN PUBLIC NOTICE COLUMN.US DC	\$1,187.88
05/08	05/11	24011346129100109053361	COLUMN PUBLIC NOTICE WASHINGTON DC	\$22.80 CR
CHAD TORMASCHY				
XXXX-XXXX-XXXX- Credit Limit: \$10,000.00			Purchases & Other Charges \$45.85	Payments & Other Credits \$0.00
				Total Activity \$45.85
04/29	04/30	24204296119001601273224	eBay O*23-14550-03815 800-4563229 CA	\$45.85
MOTOR VEHICLE DEPARTMENT				
XXXX-XXXX-XXXX- Credit Limit: \$2,000.00			Purchases & Other Charges \$55.42	Payments & Other Credits \$0.00
				Total Activity \$55.42
04/29	04/30	24137466119300807390522	USPS.COM CLICKNSHIP 800-344-7779 DC	\$27.71
05/05	05/06	24137466126600338454825	USPS.COM CLICKNSHIP 800-344-7779 DC	\$27.71
CHRISTOPHER DICKINSON				
XXXX-XXXX-XXXX- Credit Limit: \$2,500.00			Purchases & Other Charges \$58.80	Payments & Other Credits \$0.00
				Total Activity \$58.80
05/06	05/07	24226386127023788287200	WAL-MART #1567 DICKINSON ND	\$58.80
JACOB WALDO				
XXXX-XXXX-XXXX- Credit Limit: \$10,000.00			Purchases & Other Charges \$39.95	Payments & Other Credits \$0.00
				Total Activity \$39.95
04/30	05/01	24492166120100060381594	CLASSROOM.CDLEXPRT.CO CLASSROOM.CDLFL	\$39.95

Finance Charge Summary

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

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

Please approve the following MANUAL checks on 5/19/2026

<u>Check #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Comment</u>
CK#134751	MONTANA DAKOTA UTILITIES	\$ 82,774.10	MONTHLY ELECTRICAL BILLINGS
CK#134752	FLORIDA STATE DISBURSEMENT	\$ 161.54	GARNISHMENT/CHILD SUPPORT
CK#134753	JOB SERVICE OF NORTH DAKOT	\$ 500.02	GARNISHMENT
CK#134754	MONTANA CHILD SUPPORT SERV	\$ 767.99	GARNISHMENT/CHILD SUPPORT
CK#134773	BIG SKY PASSENGER RAIL AUTH	\$ 2,000.00	GOVERNMENT PARTNERSHIP
CK#134870	TRAVELERS	\$ 6,500.00	INSURANCE PREM -MUSEUM
CK#134781	CENTRAL DAKOTA FORENSIC NU	\$ 7,532.68	EMERGENCY SHELTER GRANT
CK#134849	ROUGH RIDER ELECTRIC COOP	\$ 1,100.00	AID TO CONSTRUCTION
CK#134881	STANDARD INSURANCE CO	\$ 2,182.92	JUNE VISION PREMIUM
CK#134882	PETTY CASH-REVOLVING FUNDS	\$ 60.00	PETTY CASH -CITY HALL
CK#134883	PETTY CASH-REVOLVING FUNDS	\$ 300.00	PETTY CASH-DMV INCREASE
CB05182026	COMMERCE BANK CREDIT CARD	\$ 33,530.82	BI-MONTHLY CREDIT CARD STATEMENT
CK#134884	METROPOLAINS MANAGEMENT	\$ 3.80	REFUND BALANCE ON A/R ACCT
CK#134885	TRACTOR SUPPLY STORE #1824	\$ 67.73	REFUND BALANCE ON A/R ACCT

PAYROLL TRANSACTIONS

4/3/2026

<u>GROSS WAGES</u>	\$	758,835.54
<u>NET WAGES</u>	\$	535,840.91

TAXES

FEDERAL	\$	66,028.26
FICA	\$	110,865.56
STATE	\$	3,576.83

PENSIONS

DEFINED BENEFIT/EE " OLD PLAN "	\$	1,953.86
BRAVERA DC /EMPLOYEE	\$	2,444.13
BRAVERA DC/EMPLOYER	\$	2,444.13
NDPERS EMPLOYEE	\$	35,926.08
NDPERS EMPLOYER	\$	54,255.66

HEALTH PREMIUM

EMPLOYEE	\$	22,267.08
EMPLOYER	\$	139,759.27

4/17/2026

<u>GROSS WAGES</u>	\$	760,860.79
<u>NET WAGES</u>	\$	539,973.52

TAXES

FEDERAL	\$	62,958.31
FICA	\$	111,251.90
STATE	\$	3,276.41

PENSIONS

DEFINED BENEFIT/EE " OLD PLAN "	\$	1,971.62
BRAVERA DC /EMPLOYEE	\$	2,517.62
BRAVERA DC/EMPLOYER	\$	2,517.62
NDPERS EMPLOYEE	\$	36,636.16
NDPERS EMPLOYER	\$	55,493.85

HEALTH PREMIUM

EMPLOYEE	\$	22,740.54
EMPLOYER	\$	142,206.73



BUILDING AND CODES

Contract mowing services for the City of Dickinson:

The Green Team, and Rocky Pletan Handyman Services.



AGREEMENT

THIS AGREEMENT is made this 13 day of May, 2026 between the CITY OF DICKINSON, a North Dakota municipal corporation (hereinafter the "City"), and Rocky Pletan Handymen a _____ (hereinafter "Contractor") hereinafter collectively referred to as "the Parties."

1. Scope of Work. The City hereby engages Contractor to perform lawn mowing services for the City on a non-exclusive bases. Contractor shall coordinate with the City regarding the jobs to be completed. The City makes no guarantee as to the number of jobs that will be available during the term of this Agreement, and the City shall choose to contract with other contractors providing similar services. Contractor agrees to provide all equipment and supplies necessary to perform the services required.
2. Licensure. Contractor must be a licensed contractor in the State of North Dakota.
3. Bond. Contractor must provide a performance bond to the City of Dickinson in the amount of \$10,000 to cover the cost of services to be performed.
4. Compensation. The City will pay to Contractor a minimum of \$250 per parcel to be mowed. However, in the event a parcel or continuous area of parcels is greater than one acre, Contractor shall be paid \$250 per acre. Contractor shall make reasonable efforts to mow continuous parcels identified by the City in the same call-out. If Contractor makes multiple visits to complete the mowing on continuous parcels based on the same request of the City without good cause, the City shall be entitled to pay Contractor \$250 per acre for mowing such parcels, provided that this shall not apply to multiple requests over time to mow or re-mow non-complying parcels identified by the City.
5. Term and Termination. The term of this Agreement shall be for a period of six (6) months commencing on May 13, 2026 and ending on Dec 31, 2026.
6. Independent Contractor. Contractor and any employees of Contractor are independent contractors for all purposes, and are not employees of the City. Contractor is free to contract for similar services to be performed for other persons or entities while this Agreement is in effect.
7. Insurance. Contractor must maintain liability insurance insuring the City against loss caused by Contractor's work performed under this Agreement. Such insurance policy shall be issued by an insurance company authorized to conduct business in the State of North Dakota, and shall provide for policy limits of not less than \$500,000 for injury or damage to one person and not less than \$1,000,000 for injury or damage in one accident. The City of Dickinson shall be listed as a Certificate Holder on each such policy of insurance. The policy of insurance filed with the City shall contain a clause obligating the company issuing

the same to give at least ten (10) days notice to the City before cancellation of the policy. Contractor must maintain workers compensation insurance as required by Section 43-07 of the North Dakota Century Code for any employees of the Contractor.

8. Indemnity by Contractor. Contractor shall defend, indemnify, protect, and hold the City harmless from and against all liabilities, costs, expenses, obligations, losses, damages, claims, including reasonable attorney’s fees (collectively “Liability”), resulting from any work performed by the Contractor, or the negligence, willful misconduct, or breach of this Agreement by Contractor, its agents, contractors or employees, invitees, licensees and permittees.

9. Termination. The City may terminate this Agreement if the Contractor:

- a. is no longer a licensed business with the North Dakota Secretary of State;
- b. is no longer a licensed contractor in the State of North Dakota;
- c. fails to carry liability insurance as required by Section 43-07 of the North Dakota Century Code and the provisions of this Agreement;
- d. fails to carry worker compensation insurance as required by Section 43-07 of the North Dakota Century Code;
- e. fails to complete any work agreed upon by the Parties;
- f. fails to commence any work agreed upon by the Parties within 7 days of being given the assignment;
- g. fails to complete mowing services in a satisfactory manner as determined by the City or its designees;
- h. for engaging in any misconduct or deceptive practices deemed unfair or misleading as determined by the City or its designees.

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

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

CITY OF DICKINSON

Scott Decker, President
Board of City Commissioners

ATTEST:

Dustin Dassinger
City Administrator

CONTRACTOR

Rocky D Pletan

Rocky Pletan Handy man Services

MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
(800) 678-8171 (515) 243-3854

CONTINUATION CERTIFICATE

(to be filed with the obligee)

100413231 \$10,000 Lawn/Highway Mowing - Service
 BOND NO. AMOUNT DESCRIPTION

OBLIGEE City of Dickinson

Merchants Bonding Company (Mutual) hereby continues in force Bond for:

PRINCIPAL The Green Team, LLC

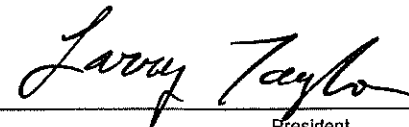
DBA _____

All liability under this Continuation Certificate is effective 04/16/2026 and terminates midnight 04/16/2027
 This continuation is executed upon the express condition that the Company's liability under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed in the aggregate the largest single amount named in the Bond, the endorsement attached thereto, or any continuation certificate.
 Witness the signature of its President under the corporate seal on February 26, 2026

Attest:

 Secretary



Merchants Bonding Company (Mutual)

 President

CERTIFICATION

I hereby certify the Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Company, "The President, Secretary, or Treasurer or any Assistant Treasurer or any Assistant Secretary shall have power and authority to execute on behalf of the Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof," and "The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."
 I further certify that the following are duly elected officers of the Company: Larry Taylor, President; and Elisabeth Sandersfeld, Secretary.

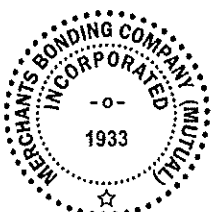


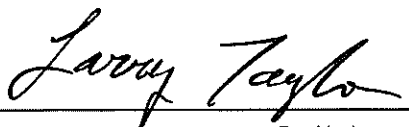
IN TESTIMONY WHEREOF, I have hereunto set my hand as President and affix the Corporate Seal of the Merchants Bonding Company (Mutual)

this 26th day of February 2026

Attest:

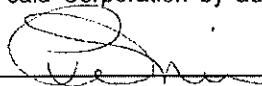
 Secretary

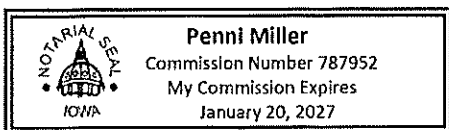


Merchants Bonding Company (Mutual)

 President

On this 26th day of February 2026 before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the Merchants Bonding Company (Mutual), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

Witnessed to and subscribed by me on February 26, 2026


 Notary Public Penni Miller



AGREEMENT

THIS AGREEMENT is made this 13 day of May, 2026 between the CITY OF DICKINSON, a North Dakota municipal corporation (hereinafter the "City"), and The Green Team, a _____ (hereinafter "Contractor") hereinafter collectively referred to as "the Parties."

1. Scope of Work. The City hereby engages Contractor to perform lawn mowing services for the City on a non-exclusive bases. Contractor shall coordinate with the City regarding the jobs to be completed. The City makes no guarantee as to the number of jobs that will be available during the term of this Agreement, and the City shall choose to contract with other contractors providing similar services. Contractor agrees to provide all equipment and supplies necessary to perform the services required.
2. Licensure. Contractor must be a licensed contractor in the State of North Dakota.
3. Bond. Contractor must provide a performance bond to the City of Dickinson in the amount of \$10,000 to cover the cost of services to be performed.
4. Compensation. The City will pay to Contractor a minimum of \$250 per parcel to be mowed. However, in the event a parcel or continuous area of parcels is greater than one acre, Contractor shall be paid \$250 per acre. Contractor shall make reasonable efforts to mow continuous parcels identified by the City in the same call-out. If Contractor makes multiple visits to complete the mowing on continuous parcels based on the same request of the City without good cause, the City shall be entitled to pay Contractor \$250 per acre for mowing such parcels, provided that this shall not apply to multiple requests over time to mow or re-mow non-complying parcels identified by the City.
5. Term and Termination. The term of this Agreement shall be for a period of six (6) months commencing on May 13, 2026 and ending on November 13, 2026.
6. Independent Contractor. Contractor and any employees of Contractor are independent contractors for all purposes, and are not employees of the City. Contractor is free to contract for similar services to be performed for other persons or entities while this Agreement is in effect.
7. Insurance. Contractor must maintain liability insurance insuring the City against loss caused by Contractor's work performed under this Agreement. Such insurance policy shall be issued by an insurance company authorized to conduct business in the State of North Dakota, and shall provide for policy limits of not less than \$500,000 for injury or damage to one person and not less than \$1,000,000 for injury or damage in one accident. The City of Dickinson shall be listed as a Certificate Holder on each such policy of insurance. The policy of insurance filed with the City shall contain a clause obligating the company issuing

the same to give at least ten (10) days notice to the City before cancellation of the policy. Contractor must maintain workers compensation insurance as required by Section 43-07 of the North Dakota Century Code for any employees of the Contractor.

8. Indemnity by Contractor. Contractor shall defend, indemnify, protect, and hold the City harmless from and against all liabilities, costs, expenses, obligations, losses, damages, claims, including reasonable attorney’s fees (collectively “Liability”), resulting from any work performed by the Contractor, or the negligence, willful misconduct, or breach of this Agreement by Contractor, its agents, contractors or employees, invitees, licensees and permittees.

9. Termination. The City may terminate this Agreement if the Contractor:

- a. is no longer a licensed business with the North Dakota Secretary of State;
- b. is no longer a licensed contractor in the State of North Dakota;
- c. fails to carry liability insurance as required by Section 43-07 of the North Dakota Century Code and the provisions of this Agreement;
- d. fails to carry worker compensation insurance as required by Section 43-07 of the North Dakota Century Code;
- e. fails to complete any work agreed upon by the Parties;
- f. fails to commence any work agreed upon by the Parties within 7 days of being given the assignment;
- g. fails to complete mowing services in a satisfactory manner as determined by the City or its designees;
- h. for engaging in any misconduct or deceptive practices deemed unfair or misleading as determined by the City or its designees.

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

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


CITY OF DICKINSON

Scott Decker, President
Board of City Commissioners

ATTEST:

Dustin Dassinger
City Administrator

CONTRACTOR



Ryan Kilwein, Owner

Gaming Site Authorization

–

DSU Heritage Foundation

Presented by: Deputy City Administrator Carlson

Consideration to Approve



Gaming Site Authorization DSU Heritage Foundation

All In Bar & Lounge

- 48 East Broadway St.
- Effective Date of July 1st , 2026 – June 30, 2027

Bingo

Raffles

Pull Tab Dispensing Device

Pull Tab Jar

Electronic Pull Tab Device

Poker

Twenty-One

Gaming Site Authorization DSU Heritage Foundation

Phat Fish Brewing

- 1031 Villard St. West
- Effective Date of July 1st , 2026 – June 30, 2027

Bingo

Raffles

Pull Tab Dispensing Device

Pull Tab Jar

Electronic Pull Tab Device

Poker

Twenty-One

Gaming Site Authorization DSU Heritage Foundation

Bernie's Esquire Club

- 43 Sims
- Effective Date of July 1st , 2026 – June 30, 2027

Bingo

Pull Tab Dispensing Device

Electronic Pull Tab Device

Twenty-One

Raffles

Pull Tab Jar

Poker

Paddlewheel Table

Gaming Site Authorization DSU Heritage Foundation

Final Final Bar & Lounge

- 640 12th St. West
- Effective Date of July 1st , 2026 – June 30, 2027

Bingo

Pull Tab Dispensing Device

Electronic Pull Tab Device

Twenty-One

Raffles

Pull Tab Jar

Poker

Paddlewheel Table

Gaming Site Authorization DSU Heritage Foundation

Scott Gym

- 1104 2nd St. West
- Effective Date of July 1st , 2026 – June 30, 2027

- Raffles

Gaming Site Authorization DSU Heritage Foundation

Biesiot Activity Center

- 398 State Ave N.
- Effective Date of July 1st , 2026 – June 30, 2027

- Raffles



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

G - _____ Section 3. Item A.
 Site License Number _____
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization
DSU Heritage Foundation

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

Name of Location
All In Bar + Lounge

Street <i>48 E Broadway</i>	City <i>Dickinson</i>	ZIP Code <i>58601</i>	County <i>Stark</i>
--------------------------------	--------------------------	--------------------------	------------------------

Beginning Date(s) Authorized <i>07.01.26</i>	Ending Date(s) Authorized <i>06.30.27</i>	Number of Twenty-One tables, if zero, enter "0" <i>1</i>
---	--	---

Specific location where games of chance will be conducted and played at the site (required)
east side of Building

If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) 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 thoroughly 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)

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Bingo | <input type="checkbox"/> Club Special | <input type="checkbox"/> Sports Pools |
| <input type="checkbox"/> ELECTRONIC Quick Shot Bingo | <input type="checkbox"/> Tip Board | <input checked="" type="checkbox"/> Twenty-One |
| <input checked="" type="checkbox"/> Raffles | <input type="checkbox"/> Seal Board | <input checked="" type="checkbox"/> Poker |
| <input type="checkbox"/> ELECTRONIC 50/50 Raffle | <input type="checkbox"/> Punchboard | <input type="checkbox"/> Calcuttas |
| <input checked="" type="checkbox"/> Pull Tab Jar | <input type="checkbox"/> Prize Board | <input type="checkbox"/> Paddlewheel with Tickets |
| <input checked="" type="checkbox"/> Pull Tab Dispensing Device | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table |
| <input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device | | |

Days of week of gaming operations (if restricted) <i>7 days per week</i>	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	Section 3. Item A.
----------------	--------------------

Site Owner (Lessor) <u>Dave Cullett</u>		Site Name <u>All In Bout lounge</u>		Site Phone Number <u>701 483 6446</u>
Site Address <u>48 East Broadway</u>	City <u>Dickinson</u>	State <u>ND</u>	Zip Code <u>58601</u>	County <u>Stark</u>
Organization <u>ISSI Heritage Foundation</u>	Rental Period <u>07-01-26</u> to <u>06-30-27</u>		Monthly Rent Amount	
1. Is Bingo going to be conducted at the site?		<input type="checkbox"/> No	<input checked="" type="checkbox"/> 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.		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
2. Is Twenty-One conducted at this site?		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$
Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____				
Number of Tables with wagers over \$5 <u>1</u> X Rent per Table \$ <u>300</u>		\$ <u>300</u>		
3. Is Paddlewheels conducted at this site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> 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?		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$
Please Check: <input checked="" type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device		\$ <u>325</u>		
5. Are Electronic Pull-Tabs conducted at this site?		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$
If "Yes" please indicate the number of devices <u>10</u>		\$ <u>1250</u>		
Total Monthly Rent				\$ <u>1875</u>
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. <input type="checkbox"/>				

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 <u>[Signature]</u>	Title <u>owner</u>	Date <u>4/29/26</u>
Signature of Lessee <u>[Signature]</u>	Title <u>gaming manager</u>	Date <u>4/29/26</u>



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

G - _____ Section 3. Item A.
 Site License No. _____
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization
DSU Heritage Foundation

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

Name of Location
Phat Fish Brewing

Street <u>1031 Villard St. W</u>	City <u>Dickinson</u>	ZIP Code <u>58601</u>	County <u>Stark</u>
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Beginning Date(s) Authorized <u>07.01.20</u>	Ending Date(s) Authorized <u>06.30.27</u>	Number of Twenty-One tables, if zero, enter "0"
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Specific location where games of chance will be conducted and played at the site (required)
North Wall

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 thoroughly 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)

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Bingo | <input type="checkbox"/> Club Special | <input type="checkbox"/> Sports Pools |
| <input type="checkbox"/> ELECTRONIC Quick Shot Bingo | <input type="checkbox"/> Tip Board | <input checked="" type="checkbox"/> Twenty-One |
| <input checked="" type="checkbox"/> Raffles | <input type="checkbox"/> Seal Board | <input checked="" type="checkbox"/> Poker |
| <input type="checkbox"/> ELECTRONIC 50/50 Raffle | <input type="checkbox"/> Punchboard | <input type="checkbox"/> Calcuttas |
| <input checked="" type="checkbox"/> Pull Tab Jar | <input type="checkbox"/> Prize Board | <input type="checkbox"/> Paddlewheel with Tickets |
| <input checked="" type="checkbox"/> Pull Tab Dispensing Device | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table |
| <input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device | | |

Days of week of gaming operations (if restricted) <u>7 days per week</u>	Hours of gaming (if restricted)
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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: Section 3. Item A.

Site Owner (Lessor) Tony + Kelli Scharf		Site Name Phat Fish Brewing		Site Phone Number 701-761-0170
Site Address 1031 Villard St. W	City Dickinson	State ND	Zip Code 58601	County Stark
Organization DSU Heritage Foundation	Rental Period 07-01-26 to 06-30-27			Monthly Rent Amount
1. Is Bingo going to be conducted at the site?		<input type="checkbox"/> No <input checked="" type="checkbox"/> 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.		<input type="checkbox"/> No <input type="checkbox"/> Yes		\$
2. Is Twenty-One conducted at this site?		<input type="checkbox"/> No <input type="checkbox"/> Yes		\$
Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____				
Number of Tables with wagers over \$5 <u>1</u> X Rent per Table \$ <u>300</u>				\$ <u>300</u>
3. Is Paddlewheels conducted at this site?		<input checked="" type="checkbox"/> No <input type="checkbox"/> 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?		<input type="checkbox"/> No <input type="checkbox"/> Yes		\$
Please Check: <input checked="" type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device				<u>325</u>
5. Are Electronic Pull-Tabs conducted at this site?		<input type="checkbox"/> No <input type="checkbox"/> Yes		\$
If "Yes" please indicate the number of devices <u>4</u>				<u>1100</u>
Total Monthly Rent				\$ <u>1725</u>
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. <input type="checkbox"/>				

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 Kelli Scharf	Title owner	Date 4-24-26
Signature of Lessee Maranda Dwushak	Title gaming manager	Date 4-24-26



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

G - _____ Section 3. Item A.

Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization
 DSU Heritage Foundation

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

Name of Location
 Bernice Esquire Club

Street 43 Sims	City Dickinson	ZIP Code 58601	County Stark
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Beginning Date(s) Authorized 07-01-26	Ending Date(s) Authorized 06-30-27	Number of Twenty-One tables, if zero, enter "0" 1
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Specific location where games of chance will be conducted and played at the site (required)
 North wall

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 thoroughly 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)

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Bingo | <input type="checkbox"/> Club Special | <input type="checkbox"/> Sports Pools |
| <input type="checkbox"/> ELECTRONIC Quick Shot Bingo | <input type="checkbox"/> Tip Board | <input checked="" type="checkbox"/> Twenty-One |
| <input checked="" type="checkbox"/> Raffles | <input type="checkbox"/> Seal Board | <input checked="" type="checkbox"/> Poker |
| <input type="checkbox"/> ELECTRONIC 50/50 Raffle | <input type="checkbox"/> Punchboard | <input type="checkbox"/> Calcuttas |
| <input checked="" type="checkbox"/> Pull Tab Jar | <input type="checkbox"/> Prize Board | <input type="checkbox"/> Paddlewheel with Tickets |
| <input checked="" type="checkbox"/> Pull Tab Dispensing Device | <input type="checkbox"/> Prize Board Dispensing Device | <input checked="" type="checkbox"/> Paddlewheel Table |
| <input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device | | |

Days of week of gaming operations (if restricted) 7 days per week	Hours of gaming (if restricted)
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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

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 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 Section 3. Item A.

Site Owner (Lessor) <i>Bernie Marsh</i>		Site Name <i>Bernies Esquire Club</i>		Site Phone Number <i>701 4834 460</i>	
Site Address <i>43 Sims</i>		City <i>Dickinson</i>	State <i>ND</i>	Zip Code <i>58601</i>	County <i>Stark</i>
Organization <i>DSU Heritage Foundation</i>		Rental Period <i>07-01-26 to 06-30-27</i>		Monthly Rent Amount	
1. Is Bingo going to be conducted at the site?		<input type="checkbox"/> No <input checked="" type="checkbox"/> 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.		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$	
2. Is Twenty-One conducted at this site?		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$	
Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____					
Number of Tables with wagers over \$5 <u>1</u> X Rent per Table \$ <u>300</u>				\$ <u>300</u>	
3. Is Paddlewheels conducted at this site?		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$	
Number of Tables <u>1</u> X Rent per Table \$ <u>200</u>				\$ <u>200</u>	
4. Is Pull Tabs involving either a jar bar or standard dispensing device conducted at this site?		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$	
Please Check: <input checked="" type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device				\$ <u>325</u>	
5. Are Electronic Pull-Tabs conducted at this site?		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$	
If "Yes" please indicate the number of devices <u>10</u>				\$ <u>1250</u>	
Total Monthly Rent				\$ <u>2075</u>	
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. <input type="checkbox"/>					

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 <i>Bernie Marsh</i>		Title <i>President</i>	Date <i>04-27-24</i>
Signature of Lessee <i>Maranda Dvorshack</i>		Title <i>Gaming Manager</i>	Date <i>4-27-24</i>



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

G - _____ (Section 3. Item A.)
 Site License Number _____
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization
DSUHF

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

Name of Location
Final Final Bar + Lounge

Street <i>640 12th St. W</i>	City <i>Dickinson</i>	ZIP Code <i>58601</i>	County <i>Stark</i>
Beginning Date(s) Authorized <i>07-01-26</i>	Ending Date(s) Authorized <i>06-30-27</i>	Number of Twenty-One tables, if zero, enter "0" <i>2</i>	

Specific location where games of chance will be conducted and played at the site (required)
Northeast corner

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 thoroughly 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)

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheel with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

Days of week of gaming operations (if restricted) <i>7 days per week</i>	Hours of gaming (if restricted)
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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

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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 Section 3. Item A.

Site Owner (Lessor) <u>Mike Shick</u>		Site Name <u>Final Final Bar Lounge</u>		Site Phone Number <u>7014831957</u>
Site Address <u>640 12th St. W</u>	City <u>Dickinson</u>	State <u>ND</u>	Zip Code <u>58601</u>	County <u>Stuts</u>
Organization <u>DSU Heritage Foundation</u>	Rental Period <u>07-01-26</u> to <u>06-30-27</u>		Monthly Rent Amount	
1. Is Bingo going to be conducted at the site?		<input type="checkbox"/> No	<input checked="" type="checkbox"/> 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.		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$
2. Is Twenty-One conducted at this site?		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$
Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____				
Number of Tables with wagers over \$5 <u>2</u> X Rent per Table \$ <u>300</u>		\$ <u>600</u>		
3. Is Paddlewheels conducted at this site?		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$
Number of Tables <u>1</u> X Rent per Table \$ <u>200</u>		\$ <u>200</u>		
4. Is Pull Tabs involving either a jar bar or standard dispensing device conducted at this site?		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$
Please Check: <input checked="" type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device		\$ <u>325</u>		
5. Are Electronic Pull-Tabs conducted at this site?		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$
If "Yes" please indicate the number of devices <u>10</u>		\$ <u>1250</u>		
Total Monthly Rent				\$ <u>2375</u>
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. <input type="checkbox"/>				

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 <u>GM</u>	Date <u>8/22/26</u>
Signature of Lessee <u>Maranda D Washak</u>	Title <u>Gaming manager</u>	Date <u>4.22.26</u>



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

G - _____ Section 3. Item A.
 Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization
DSU Heritage Foundation

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

Name of Location
Scott gym

Street <u>1104 2nd St. W</u>	City <u>Dickinson</u>	ZIP Code <u>58601</u>	County <u>Stark</u>
---------------------------------	--------------------------	--------------------------	------------------------

Beginning Date(s) Authorized <u>07-01-26</u>	Ending Date(s) Authorized <u>06-30-27</u>	Number of Twenty-One tables, if zero, enter "0" <u>0</u>
---	--	--

Specific location where games of chance will be conducted and played at the site (required)
gym Bleachers

If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known
11-28, 12-11+12, 12-18 of 2026 1-1+2, 15+16, 5+6, 19+20 of 2027

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 thoroughly 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)

- | | | |
|--|--|---|
| <input type="checkbox"/> Bingo | <input type="checkbox"/> Club Special | <input type="checkbox"/> Sports Pools |
| <input type="checkbox"/> ELECTRONIC Quick Shot Bingo | <input type="checkbox"/> Tip Board | <input type="checkbox"/> Twenty-One |
| <input checked="" type="checkbox"/> Raffles | <input type="checkbox"/> Seal Board | <input type="checkbox"/> Poker |
| <input type="checkbox"/> ELECTRONIC 50/50 Raffle | <input type="checkbox"/> Punchboard | <input type="checkbox"/> Calcuttas |
| <input type="checkbox"/> Pull Tab Jar | <input type="checkbox"/> Prize Board | <input type="checkbox"/> Paddlewheel with Tickets |
| <input type="checkbox"/> Pull Tab Dispensing Device | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table |
| <input type="checkbox"/> ELECTRONIC Pull Tab Device | | |

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

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 Telephone: 701-328-2329 OR 800-326-9240



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

License Number
 Section 3. Item A.

Site Owner (Lessor) <u>Dickinson State University</u>		Site Name <u>Scott Gym</u>		Site Phone Number	
Site Address <u>1104 2nd St. W</u>		City <u>Dickinson</u>	State <u>NO</u>	Zip Code <u>58601</u>	County <u>Stark</u>
Organization <u>DSU Heritage Foundation</u>		Rental Period <u>11.2023</u> to <u>02.2024</u>		Monthly Rent Amount	
1. Is Bingo going to be conducted at the site?				<input type="checkbox"/> No	<input type="checkbox"/> 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.				<input type="checkbox"/> No	<input type="checkbox"/> Yes \$
2. Is Twenty-One conducted at this site?				<input type="checkbox"/> No	<input type="checkbox"/> Yes \$
Number of Tables with wagers up to \$5		<u>X</u> Rent per Table \$		\$	
Number of Tables with wagers over \$5		<u>X</u> Rent per Table \$		\$	
3. Is Paddlewheels conducted at this site?				<input type="checkbox"/> No	<input type="checkbox"/> Yes \$
Number of Tables		<u>X</u> Rent per Table \$		\$	
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site?				<input type="checkbox"/> No	<input type="checkbox"/> Yes \$
Please Check: <input type="checkbox"/> Jar Bar <input type="checkbox"/> Standard Dispensing Device					
5. Are Electronic Pull-Tabs conducted at this site?				<input type="checkbox"/> No	<input type="checkbox"/> Yes \$
If "Yes" please indicate the number of devices					
Total Monthly Rent					\$
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. <input checked="" type="checkbox"/>					

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 <u>[Signature]</u>	Title <u>Assistant Director</u>	Date <u>5/4/24</u>
Signature of Lessee <u>Meranda Dworschak</u>	Title <u>gaming manager</u>	Date <u>5.4.24</u>



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

G - _____ Section 3. Item A.
 Site License No. _____
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization
DSU Heritage Foundation

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

Name of Location
Biesiot Activity Center

Street <i>398 State Ave N</i>	City <i>Dickinson</i>	ZIP Code <i>58601</i>	County <i>Stark</i>
----------------------------------	--------------------------	--------------------------	------------------------

Beginning Date(s) Authorized <i>07-01-26</i>	Ending Date(s) Authorized <i>06-30-27</i>	Number of Twenty-One tables, if zero, enter "0" <i>0</i>
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Specific location where games of chance will be conducted and played at the site (required)
Bleachers

If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known
9-12, 9-26, 10-3, 10-17, 10-24 of 2026 3-27 of 2027

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 thoroughly 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)

- | | | |
|--|--|---|
| <input type="checkbox"/> Bingo | <input type="checkbox"/> Club Special | <input type="checkbox"/> Sports Pools |
| <input type="checkbox"/> ELECTRONIC Quick Shot Bingo | <input type="checkbox"/> Tip Board | <input type="checkbox"/> Twenty-One |
| <input checked="" type="checkbox"/> Raffles | <input type="checkbox"/> Seal Board | <input type="checkbox"/> Poker |
| <input type="checkbox"/> ELECTRONIC 50/50 Raffle | <input type="checkbox"/> Punchboard | <input type="checkbox"/> Calcuttas |
| <input type="checkbox"/> Pull Tab Jar | <input type="checkbox"/> Prize Board | <input type="checkbox"/> Paddlewheel with Tickets |
| <input type="checkbox"/> Pull Tab Dispensing Device | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table |
| <input type="checkbox"/> 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 Section 3. Item A.

Site Owner (Lessor) <i>Dickinson State University</i>		Site Name <i>BAC</i>		Site Phone Number <i>7014839118</i>	
Site Address <i>398 State Ave N</i>		City <i>Dickinson</i>	State <i>ND</i>	Zip Code <i>58601</i>	County <i>Stark</i>
Organization <i>DSU Heritage Foundation</i>		Rental Period <i>9.1.26</i> to <i>4.1.27</i>		Monthly Rent Amount	
1. Is Bingo going to be conducted at the site?		<input type="checkbox"/> No <input type="checkbox"/> 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.		<input type="checkbox"/> No <input type="checkbox"/> Yes		\$	
2. Is Twenty-One conducted at this site?		<input type="checkbox"/> No <input type="checkbox"/> Yes		\$	
Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____					
Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____				\$	
3. Is Paddlewheels conducted at this site?		<input type="checkbox"/> No <input type="checkbox"/> 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?		<input type="checkbox"/> No <input type="checkbox"/> Yes		\$	
Please Check: <input type="checkbox"/> Jar Bar <input type="checkbox"/> Standard Dispensing Device					
5. Are Electronic Pull-Tabs conducted at this site?		<input type="checkbox"/> No <input type="checkbox"/> Yes		\$	
If "Yes" please indicate the number of devices _____					
Total Monthly Rent				\$	
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. <input checked="" type="checkbox"/>					

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 <i>[Signature]</i>	Title <i>Athletic Director</i>	Date <i>5/4/26</i>
Signature of Lessee <i>[Signature]</i>	Title <i>Gaming manager</i>	Date <i>5.4.26</i>

Gaming Site Authorization

–

Dickinson Youth Activities,

Presented by: Deputy City Administrator Carlson

Consideration to Approve



Gaming Site Authorization Dickinson Youth Activities, Inc.

Elks 1137

- 501 Elks Drive
- Effective Date of July 1st , 2026 – June 30, 2027
 - Raffles
 - Pull Tab Dispensing Device
 - Electronic Pull Tab Device
 - Twenty-One



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

Section 3. Item B.

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

Full, Legal Name of Gaming Organization
DICKINSON YOUTH ACTIVITIES INC

This organization 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 1137

Street 501 ELKS DRIVE	City DICKINSON	ZIP Code 58601	County STARK
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Beginning Date(s) Authorized 07/01/2026	Ending Date(s) Authorized 06/30/2027	Number of Twenty-One tables, if zero, enter "0" 1
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Specific location where games of chance will be conducted and played at the site (required)
EAST WALL OF 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 thoroughly 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)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheel with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

Days of week of gaming operations (if restricted) 5 days Tuesday-Saturday	Hours of gaming (if restricted) 4pm - 11pm
---	--

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)

Section 3. Item B.
 License Number ()

Site Owner (Lessor) ELKS 1137		Site Name ELKS 1137		Site Phone Number 701-483-1137	
Site Address 501 ELKS DRIVE		City DICKINSON	State ND	Zip Code 58601	County STARK
Organization DICKINSON YOUTH ACTIVITIES INC		Rental Period 7-1-2026 to 6-30-2027		Monthly Rent Amount	
1. Is Bingo going to be conducted at the site?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> 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.		<input type="checkbox"/> No	<input type="checkbox"/> Yes	\$	
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$	
Number of Tables with wagers over \$5 0 X Rent per Table \$ 0				\$ 0	
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$	
4. Is Pull Tabs involving either a Jar bar or standard dispensing device conducted at this site? Please Check: <input type="checkbox"/> Jar Bar <input type="checkbox"/> Standard Dispensing Device		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	\$	
5. Are Electronic Pull-Tabs conducted at this site? if "Yes" please indicate the number of devices 5		<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	\$ 875	
Total Monthly Rent				\$ 875	
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. <input type="checkbox"/>					

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 <i>[Signature]</i> ER	Title Exalted Ruler	Date 5/12/26
Signature of Lessee <i>[Signature]</i>	Title President	Date 4/20/26

Set Authorized Signers for First International Bank & Trust Accounts

Section 3. Item C.

Presented by: Deputy City Administrator, Carlson

Consideration to approve Resolution



E. CD Renewal

Deputy City Administrator Linda Carlson states the City has a CD coming due with Bravera on 12/11/2025 for \$1 million dollars. She states City Staff contacted 11 banks and ranked the scoring. First International Bank and Trust has the highest interest rate of 3.90% for 12 months. The City would need to open a checking account.

MOTION BY: Jason Fridrich

SECONDED BY: Joe Ridl

To approve First International Bank and Trust with a rate of 3.90% interest rate for the \$1 million dollar CD for the City of Dickinson and open a checking account.

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



Administrative Staff is recommending the approval of the resolution which would designate the signers on the accounts at First International Bank as: Scott Decker, Jason Fridrich, Dustin Dassinger, and Linda Carlson





ADMINISTRATION
MEMORANDUM

May 19, 2026

TO: Mayor and City Commissioners

RE: Authorized signers for CD and checking account at First International Bank & Trust

Attached for your review is a resolution to identify and designate who the signers are from the City of Dickinson when the new checking account and CD was opened in December 2025.

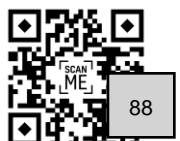
On December 16th, 2025, regular City Commission meeting, I presented a recommendation from the Finance Committee to invest money in First International Bank and Trust and open a checking account. This was approved by the Commission, but regrettably I did not include the designated signers of the accounts.

The resolution would designate; Scott Decker, Jason Fridrich, Dustin Dassinger and Linda Carlson as the authorized signers for the bank records.

Administrative staff recommends approval of this resolution.

Respectfully,

Linda Carlson
Deputy City Administrator



RESOLUTION NO. _____ - 2026

**A RESOLUTION REGARDING THE AUTHORIZED SIGNERS FOR ACCOUNTS AT
FIRST INTERNATIONAL BANK AND TRUST**

WHEREAS, the Board of City Commissioners of the City of Dickinson, North Dakota, has established a Certificate of Deposit and checking account with First International Bank & Trust; and

WHEREAS, First International Bank & Trust requires the City to identify who are the authorized signers on the said accounts; and

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Dickinson, hereby authorizes the following individuals as signers on the accounts:

- Dustin Dassinger
- Linda Carlson
- Scott Decker
- Jason Fridrich

Dated this _____ day of May, 2026.

Scott Decker, President
Board of City Commissioners

ATTEST:

Dustin Dassinger
City Auditor

Set Date & Time for Budget 2027 Work

Session

Presented by: Deputy City Administrator, Carlson

Consideration to Set Date & Time



June

Budget Calendar for Budget Year 2027

Please look at the dates AFTER the Election Section 3. Item D.

Looking for 2 days. June 10th – 11th

June 15th – 16th – 17th – 18th

2026

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 Preliminary Budget Review with CA, DCA & DFD	Commission Meeting 2 Place Holder for Preliminary Budget Review	3 Preliminary Budget Review at Executive Meeting	Set half-hour meetings: 4 With Subsidy Committee PARK & REC – STARK DEV. – PUBLIC TRANSIT for subsidy requests with CA, DCA, DFD, Commissioners Fridrich & Murphy	5	6
7	1 to 2 Day 8 <i>Set date this week for work session with commissioners & Executive Team</i>	ELECTION DAY 9	10	11	12	13
14	Or this week 15 <i>Set date this week for work session with commissioners & Executive Team</i>	Commission Meeting 16	17	18	19	20

Ordinance Amendment update to Chapter 2 Municipal Code on City Pension Plans

Presented by: Deputy City Administrator, Carlson

Consideration to Approve 2nd Reading of Ordinance 1859



AN ORDINANCE AMENDING AND RE-ENACTING SECTIONS 2-202, 2-204, 2-205, 2-272, 2-274, 2-275, 2-336 AND 2-337 OF CHAPTER TWO OF THE MUNICIPAL CODE OF THE CITY OF DICKINSON, NORTH DAKOTA, RELATING TO PENSION PLANS

- Sections 1, 4 and 7 of the Ordinance reflect that if the participant or member is not married at the time of commencement of benefits, the participant's or member's benefit will be paid in the form of single life annuity. If the individual is married at the time of commencement of benefits and the individual is a participant in the General Pension Plan or the Police Pension Plan, the participant's benefit will be paid in the form of a joint and 2/3rds survivor annuity. If the individual is married at the time of commencement of benefits and the individual is a member in the Part-time Firefighters Pension Plan, the member's benefit will be paid in the form of a joint and 100 percent survivor annuity.
- Sections 2 and 5 of the Ordinance correct cross references to certain sections of the updated Municipal Code.

- Sections 3, 6 and 8 of the Ordinance clarify the death benefits that will be payable for the participant's or member's death.
 - If a retired participant in the General Pension Plan or Police Pension Plan was receiving payment in form of a joint and 2/3rds survivor annuity at the time of death, the participant's surviving spouse will receive monthly payments equal to 2/3rds of the monthly payment that was payable to the participant during the joint lives of the participant and spouse. The surviving spouse will continue to receive monthly payments for his or her lifetime.
 - If an active participant in the General Pension Plan or Police Pension Plan dies and such participant was married at the time of death, the participant's surviving spouse will receive a monthly payment equal 2/3rds of the monthly payment that the participant would have received if the participant had commenced benefit payments on the day before the participant's death and had elected to receive payment in the form of a joint and 2/3rds survivor annuity and then died.

- If a retired member in the Part-time Firefighters Pension Plan was receiving payment in form of a joint and 100 percent survivor annuity at the time of death, the member's surviving spouse will receive monthly payments equal to 2/3rds of the monthly payment that was payable to the member during the joint lives of the member and spouse. The surviving spouse will continue to receive monthly payments for his or her lifetime.
- If an active member in the Part-time Firefighters Pension Plan dies and such member was married at the time of death, the member's surviving spouse will receive a monthly payment equal 100 percent of the monthly payment that the member would have received if the member had commenced benefit payments on the day before the member's death and had elected to receive payment in the form of a joint and 100 percent survivor annuity and then died.

May 5, 2026 and May 19, 2026

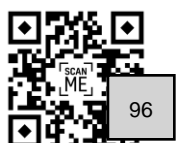
ORDINANCE AMENDMENT UPDATE TO CHAPTER 2 MUNICIPAL CODE ON PENSION PLANS

The sections were amended to clarify the amount of the death benefit payable to the surviving spouse when a married participant who was receiving payment in the normal form (i.e., a joint and 2/3 survivor annuity in the case of the General Pension Plan or the Police Pension Plan or a joint and 100% survivor annuity in the case of the Part-time Firefighters Pension Plan) or when a married participant dies before commencing benefits under the plan.

The changes do NOT apply to a retired participant who elects to receive payment in the form of nine (9) annual instalment payments. The ordinances for the General Pension Plan and Police Pension Plan already provide that if married participant retires and elects to receive payment in the form of nine annual installment payments and dies before receiving all nine installments, any remaining annual installment payments will be paid to the participant's beneficiary.

Even though the normal form of payment is described as an annuity, the City is making the payments from the Plan's trust fund rather than purchasing an annuity contract from an insurance company. Annuity payments from the Plan's trust fund are described in the plan document / ordinance as monthly payments rather than annuity payments.

Linda Carlson
Deputy City Administrator
City of Dickinson



ORDINANCE NO. _____**AN ORDINANCE AMENDING AND RE-ENACTING SECTIONS 2-202, 2-204, 2-205, 2-272, 2-274, 2-275, 2-336 AND 2-337 OF CHAPTER TWO OF THE MUNICIPAL CODE OF THE CITY OF DICKINSON, NORTH DAKOTA, RELATING TO PENSION PLANS**

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

Section 1: Sec. 2-202 of the City Code of Dickinson is hereby amended and re-enacted as follows:

Sec. 2-202. Form of benefit.

(a) The normal form of benefit under this plan for a participant who is not married at the time of commencement of benefits is a single life annuity for the life of the participant. Notwithstanding the foregoing, the normal form of benefit under this plan for a participant who is married at the time of commencement of benefits is an annuity payable monthly to and for the lifetime of the participant with a survivor annuity payable monthly after the death of the participant to and for the lifetime of the spouse of the participant in an amount equal to shall be two-thirds of the amount payable to the participant during the joint lives of the participant and the participant's spouse (i.e., joint and two-thirds survivor annuity). The identity of the spouse to whom payments may be made in the form of a joint and two-thirds survivor annuity shall become fixed as of the participant's benefit commencement date. The value of amounts payable to the participant and the spouse in the joint and two-thirds survivor annuity form shall be the actuarial equivalent of the amount payable to the participant in the single life annuity form.

(b) Effective for all participants who commence benefits prior to August 1, 2010, the optional forms of benefit under this plan are:

- (1) A single sum cash payment that is the actuarial equivalent of the normal form of benefit (i.e., single life annuity);
- (2) The actuarial equivalent 100 percent benefit for both the participant and surviving spouse; and
- (3) A single life annuity for the life of the participant with 120 payments guaranteed (i.e., ten-year certain form).

(c) Effective for all participants who commence benefits on or after August 1, 2010, the optional forms of benefit under this plan are:

- (1) The actuarial equivalent of the normal form of benefit (i.e., single life annuity), paid in nine equal annual installments;
- (2) The actuarial equivalent 100 percent benefit for both the participant and surviving spouse; and

(3) A single life annuity for the life of the participant with 120 payments guaranteed (*i.e.*, ten-year certain form).

(d) The value of the amounts payable to the participant and all beneficiaries in the ten-year certain form shall be the actuarial equivalent of the amounts payable to the participant in the normal form (*i.e.*, single life annuity). A participant's allocated earnings account balance shall be distributed as of the valuation date next following termination of employment in a single sum cash payment.

(Code 1993, § 32.08.630; Ord. No. 1265, § 1; Ord. No. 1279, § 1; Ord. No. 1384, § 5)

Section 2: Sec. 2-204 of the City Code of Dickinson is hereby amended and re-enacted as follows:

Sec. 2-204. Termination of employment.

(a) A participant with no vested interest in accrued benefits attributable to City contributions who terminates employment for any reason other than death or total disability before qualifying for immediate early or normal retirement benefits will receive a refund of employee contributions made and not previously distributed, plus earnings. Payment shall be made in a single sum within 90 days after the date the participant terminates employment.

(b) A participant with a vested interest in accrued benefits attributable to City contributions who terminates employment for any reason other than death or total disability before qualifying for immediate early or normal retirement benefits will receive payment of benefits as follows:

- (1) If the present value of the participant's vested accrued benefits attributable to employee contributions and City contributions is \$1,000.00 or less, the present value of the vested accrued benefits will be paid in a single sum cash payment as soon as administratively feasible after the participant's termination of employment.
- (2) If the present value of the participant's vested accrued benefits attributable to employee contributions and City contributions is greater than \$1,000.00 but is not more than \$10,000.00, the present value of the vested accrued benefits will be paid in a single sum cash payment as soon as administratively feasible after the participant requests payment following the participant's termination of employment.
- (3) If the present value of the participant's vested accrued benefits attributable to employee contributions and City contributions is greater than \$10,000.00 and the participant terminates employment prior to August 1, 2010, the accrued benefit will be paid under Section ~~6202-201~~, commencing as of the last day of the month in which the participant attains the age of 62 years or, if the participant so elects in writing within 30 days after the participant's termination of employment, the present value of the participant's vested accrued benefits will be paid in a single sum cash payment as soon as administratively feasible after the participant's termination of employment.
- (4) If the present value of the participant's vested accrued benefits attributable to employee contributions and City contributions is greater than \$10,000.00 and the

participant terminates employment on or after August 1, 2010, the accrued benefit will be paid under Section ~~6202-201~~, commencing as of the last day of the month in which the participant attains the age of 62 years.

(c) The present value of the participant's vested accrued benefits payable under this paragraph shall not be less than the employee contributions made by the participant, plus earnings.

(d) The participant's non-vested accrued benefits will be forfeitable upon the distribution of the participant's vested accrued benefits or upon refund of the participant's employee contributions, plus interest if the participant has no vested accrued benefits attributable to City contributions or, if there is no distribution before early or normal retirement age, then upon the participant's termination of employment.

(Code 1993, § 32.08.650; Ord. No. 1265, § 1; Ord. No. 1309, § 1; Ord. No. 1384, § 6; Ord. No. 1663, § 1)

Section 3: Sec. 2-205 of the City Code of Dickinson is hereby amended and re-enacted as follows:

Sec. 2-205. Death benefits.

(a) *Surviving spouse and children.* Upon the death of an active employee or of a retired participant, benefits shall be paid to the surviving spouse or surviving children, if any, as follows:

- (1) If a retired participant who is married at the time of benefit commencement has elected to receive payment in the normal form of a joint and two-thirds survivor benefit upon retirement, a monthly benefit shall be paid to the retired participant's surviving spouse for life in an amount equal to two-thirds of the ~~participant's accrued benefit as of the date of death~~ monthly benefit payable to the retired participant during the joint lives of the retired participant and the retired participant's spouse, but such benefit shall not be less than \$50.00 per month.
- (2) If a retired participant has elected the optional form of benefit of the actuarial equivalent of 100 percent for both participant and surviving spouse at retirement, a monthly benefit will be paid to the retired participant's surviving spouse ~~of for life in an amount equal to 100 percent of the monthly benefit payable continuing for the remaining life of the survivor~~ to the retired participant during the joint lives of the retired participant and the retired participant's spouse.
- (3) A monthly benefit will be paid to the surviving spouse of an active employee for life in an amount equal to the monthly benefit that would have been paid to the surviving spouse if the active employee had retired the day before death with actuarially equivalent benefits payable in the form of an annuity for the joint life expectancy of the active employee and the active employee's spouse with 100 percent of the benefit payable during their joint lives continuing for the remaining life of the survivor. Alternatively, a surviving spouse of an active employee who dies prior to August 1, 2010, may elect in writing within 90 days after the active employee's death to have

the benefit payable under this subsection (a)(3) payable in an actuarially equivalent single sum payment. Any benefit payable under this subsection (a)(3) shall be reduced by the actuarially equivalent value of any benefits paid to the active employee before death under Section 2-201, 2-202, or 2-205~~4~~.

- (4) If the retired participant elected at retirement the normal form of benefit (i.e., single life annuity), no benefit will be paid following the participant's death.
- (5) ~~The surviving spouse of a retired participant shall receive the form of benefit as selected by the participant upon retirement.~~ If the retired participant elected at retirement the single sum cash payment, no benefit will be due the surviving spouse.
- (6) A benefit of \$10.00 per month shall be paid on behalf of each surviving child until the child attains the age of 18 years to the parent of the surviving child or, if no parent is surviving, then to the guardian of the surviving child
- (7) If a retired participant has elected the optional form of benefit of the single life annuity with 120 payments guaranteed, the guaranteed monthly benefit will be paid to the participant's beneficiary for the remainder of the 120 month payment term.
- (8) If a retired participant has elected to receive nine equal annual installments, and such participant dies before receiving all nine payments, any remaining annual installment payments will be paid to the participant's beneficiary.

(b) *Minimum benefit.* The benefits paid under this section to a participant's surviving spouse and children will not be less than the total amount of the participant's employee contributions, plus earnings, reduced by any benefits paid to the participant under Section 2-201 or 2-204. Any remainder payable under this subsection will be paid to the estate of the participant.

(Code 1993, § 32.08.660; Ord. No. 1265, § 1; Ord. No. 1279; Ord. No. 1384, §§ 3, 7, 8)

Section 4: Sec. 2-272 of the City Code of Dickinson is hereby amended and re-enacted as follows:

Sec. 2-272. Form of benefit.

(a) The normal form of benefit under this plan for a participant who is not married at the time of commencement of benefits is a single life annuity for the life of the participant. Notwithstanding the foregoing, the normal form of benefit under this plan for a participant who is married at the time of commencement of benefits is an annuity payable monthly to and for the lifetime of the participant with a survivor annuity payable monthly after the death of the participant to and for the lifetime of the spouse of the participant in an amount equal to shall be two-thirds of the amount payable to the participant during the joint lives of the participant and the participant's spouse (i.e., joint and two-thirds survivor annuity). The identity of the spouse to whom payments may be made in the form of a joint and two-thirds survivor annuity shall become fixed as of the participant's benefit commencement date. The value of amounts payable to the participant and the spouse in the joint and two-thirds survivor

annuity form shall be the actuarial equivalent of the amount payable to the participant in the single life annuity form.

(b) Effective for all participants who commence benefits prior to August 1, 2010, the optional forms of benefit under this plan are:

- (1) A single sum cash payment that is the actuarial equivalent of the normal form of benefit (*i.e., single life annuity*);
- (2) The actuarial equivalent of 100 percent benefit for both the participant and surviving spouse; and
- (3) A single life annuity for the life of the participant with 120 payments guaranteed (*i.e., ten-year certain form*).

(c) Effective for all participants who commence benefits on or after August 1, 2010, the optional forms of benefit under this plan are:

- (1) The actuarial equivalent of the normal form of benefit (*i.e., single life annuity*), paid in nine equal annual installments;
- (2) The actuarial equivalent 100 percent benefit for both the participant and surviving spouse; and
- (3) A ~~S~~single life annuity for the life of the participant with 120 payments guaranteed (*i.e., ten-year certain form*).

(d) The value of the amounts payable to the participant and all beneficiaries in the ten-year certain form shall be the actuarial equivalent of the amounts payable to the participants in the normal form. A participant's allocated earnings account balance shall be distributed as of the valuation date next following termination of employment in a single sum cash payment.

(Code 1993, § 32.12.630; Ord. No. 1266, § 1; Ord. No. 1280, § 1; Ord. No. 1384, § 5)

Section 5: Sec. 2-274 of the City Code of Dickinson is hereby amended and re-enacted as follows:

Sec. 2-274. Termination of employment.

(a) A participant with no vested interest in accrued benefits attributable to City contributions who terminates employment for any reason other than death or total disability before qualifying for immediate early or normal retirement benefits will receive a refund of employee contributions made and not previously distributed, plus earnings. Payment shall be made in a single sum within 90 days after the date the participant terminates employment.

(b) A participant with a vested interest in accrued benefits attributable to City contributions who terminates employment for any reason other than death or total disability before qualifying for immediate early or normal retirement benefits will receive payment of benefits as follows:

- (1) If the present value of the participant's vested accrued benefits attributable to employee contributions and City contributions is \$1,000.00 or less, the present value

of the vested accrued benefits will be paid in a single sum cash payment as soon as administratively feasible after the participant's termination of employment.

- (2) If the present value of the participant's vested accrued benefits attributable to employee contributions and City contributions is greater than \$1,000.00 but is not more than \$10,000.00, the present value of the vested accrued benefits will be paid in a single sum cash payment as soon as administratively feasible after the participant requests payment following the participant's termination of employment.
- (3) If the present value of the participant's vested accrued benefits attributable to employee contributions and City contributions is greater than \$10,000.00 and the participant terminates employment prior to August 1, 2010, the accrued benefit will be paid under ~~§620~~Section 2-271 commencing as of the last day of the month in which the participant attains the age of 55 years or, if the participant so elects in writing within 30 days after the participant's termination of employment, the present value of the participant's vested accrued benefits will be paid in a single sum cash payment as soon as administratively feasible after the participant's termination of employment.
- (4) If the present value of the participant's vested accrued benefits attributable to employee contributions and City contributions is greater than \$10,000.00 and the participant terminates employment on or after August 1, 2010, the accrued benefit will be paid under ~~§620~~Section 2271, commencing as of the last day of the month in which the participant attains the age of 55 years.

(c) The present value of the participant's vested accrued benefits payable under this paragraph shall not be less than the employee contributions made by the participant, plus earnings.

(d) The participant's non-vested accrued benefits will be forfeitable upon the distribution of the participant's vested accrued benefits or upon refund of the participant's employee contributions, plus interest, if the participant has no vested accrued benefits attributable to City contributions or, if there is no distribution before early or normal retirement age, then upon the participant's termination of employment.

(Code 1993, § 32.08.650; Ord. No. 1266, § 1; Ord. No. 1309, § 2; Ord. No. 1384, § 6; Ord. No. 1663, § 2)

Section 6: Sec. 2-275 of the City Code of Dickinson is hereby amended and re-enacted as follows:

Sec. 2-275. Death benefits.

(a) *Surviving spouse and children.* Upon the death of an active employee or of a retired participant, benefits shall be paid to the surviving spouse or surviving children, if any, as follows:

- (1) If a retired participant has elected the normal form of benefit upon retirement, a monthly benefit shall be paid to the surviving spouse for life in an amount equal to

two-thirds of the participant's accrued benefit as of the date of death, but such benefit shall not be less than \$50.00 per month.

- (2) If a retired participant has elected the optional form of benefit of the actuarial equivalent 100 percent for both participant and surviving spouse at retirement, a monthly benefit will be paid to the retired participant's surviving spouse ~~of for life in an amount equal to~~ 100 percent of the monthly benefit payable ~~continuing for the remaining life of the survivor~~ to the retired participant during the joint lives of the retired participant and the retired participant's spouse.
- (3) A monthly benefit will be paid to the surviving spouse of an active employee for life in an amount equal to the monthly benefit that would have been paid to the surviving spouse if the active employee had retired the day before death with actuarially equivalent benefits payable in the form of an annuity for the joint life expectancy of the active employee and the active employee's spouse with 100 percent of the benefit payable during their joint lives continuing for the remaining life of the ~~survivor~~ surviving spouse. Alternatively, a surviving spouse of an active employee who dies prior to August 1, 2010, may elect in writing within 90 days after the active employee's death to have the benefit payable under this subsection payable in an actuarially equivalent single sum payment. Any benefit payable under this subsection shall be reduced by the actuarially equivalent value of any benefits paid to the active employee before death under Section 2-271, 2-273, or 2-274.
- (4) If the retired participant elected at retirement the normal form of benefit (i.e., single life annuity), no benefit will be paid following the participant's death.
- (5) ~~The surviving spouse of a retired participant shall receive the form of benefit as selected by the participant upon retirement.~~ If the retired participant elected at retirement the single sum cash payment, no benefit will be due the surviving spouse.
- (6) A benefit of \$10.00 per month shall be paid on behalf of each surviving child until the child attains the age of 18 years to the parent of the surviving child or, if no parent is surviving, then to the guardian of the surviving child
- (7) If a retired participant has elected the optional form of benefit of the single life annuity with 120 payments guaranteed, the guaranteed monthly benefit will be paid to the participant's beneficiary for the remainder of the 120 month payment term.
- (8) If a retired participant has elected to receive nine equal annual installments, and such participant dies before receiving all nine payments, any remaining annual installment payments will be paid to the participant's beneficiary.

(b) *Minimum benefit.* The benefits paid under this section to a participant's surviving spouse and children will not be less than the total amount of the participant's employee contributions, plus earnings, reduced by any benefits paid to the participant under Section 2-272 or 2-274. Any remainder payable under this subsection will be paid to the estate of the participant.

(Code 1993, § 32.12.660; Ord. No. 1266, § 1; Ord. No. 1280, § 2; Ord. No. 1384, § 7)

Section 7: Sec. 2-336 of the City Code of Dickinson is hereby amended and re-enacted as follows:

Sec. 2-336. Regular benefit payments under plan and vesting.

- (a) *Hired or re-hired on or after January 1, 2010.*
- (1) A member who is hired or re-hired on or after January 1, 2010, and who is entitled to benefit under this plan will be eligible to receive a monthly pension for life commencing at normal retirement, or upon termination of the employment, if later, in an amount equal to such member’s vested benefit determined as follows:

<i>Completed Years of Employment</i>	<i>Vesting percent Factor to be Multiplied times by the Accrued Benefit to Determine the Vested Benefit</i>
Less than 5	0 percent
5	50 percent
6	60 percent
7	70 percent
8	80 percent
9	90 percent
10 or more	100 percent

If a member is employed until the age of 60 years, such member will be 100 percent vested in the accrued benefit regardless of the years of employment. It is the responsibility of a member or authorized representative to make application to the Board of Trustees in order to initiate the payment of any benefit under this plan.

- (2) Notwithstanding anything to the contrary, upon the termination or partial termination of this plan, the rights of all affected members to the benefits accrued as of the date the termination or partial termination (to the extent funded as of such date) will be fully (100 percent) vested.
- (3) The normal form of benefit under this plan for a member who is not married at the time of commencement of benefits at normal retirement, or upon termination of employment, if later, is a single life annuity for the life of the member. Notwithstanding the foregoing, the normal form of benefit under this plan for a member who is married at the time of commencement of benefits at normal retirement, or upon termination of employment, if later, is an annuity payable monthly to and for the lifetime of the member with a survivor annuity payable monthly after the death of the member to and for the lifetime of the spouse of the member in an amount equal to 100 percent of the amount payable to the member during the joint lives of the member and the member’s spouse (i.e., joint and 100 percent survivor annuity). The identity of the spouse to whom payments may be made in the form of a joint and 100 percent survivor annuity shall become fixed as of the member’s benefit commencement date. The value of amounts payable to the member and the spouse in the joint and 100 percent survivor annuity form shall be the actuarial equivalent of the amount payable to the member in the single life annuity form.

- (b) *Hired or re-hired prior to January 1, 2010.*
- (1) A member who is hired or re-hired prior to January 1, 2010, and who is entitled to benefit under this plan will be eligible to receive a monthly pension for life commencing at normal retirement, or upon termination of the employment, if later, in an amount equal to such member's vested benefit determined as follows:

<i>Completed Years of Employment</i>	<i>Vesting percent Factor to be Multiplied times by the Accrued Benefit to Determine the Vested Benefit</i>
Less than 1	0 percent
1	10 percent
2	20 percent
3	30 percent
4	40 percent
5	50 percent
6	60 percent
7	70 percent
8	80 percent
9	90 percent
10 or more	100 percent

If a member is employed until the age of 60 years, such member will be 100 percent vested in the accrued benefit regardless of the years of employment. It is the responsibility of a member or authorized representative to make application to the Board of Trustees in order to initiate the payment of any benefit under this plan.

- (2) Notwithstanding anything to the contrary, upon the termination or partial termination of this plan, the rights of all affected members to the benefits accrued as of the date the termination or partial termination (to the extent funded as of such date) will be fully (100 percent) vested.
- (3) The normal form of benefit under this plan for a member who is not married at the time of commencement of benefits at normal retirement, or upon termination of employment, if later, is a single life annuity for the life of the member. Notwithstanding the foregoing, the normal form of benefit under this plan for a member who is married at the time of commencement of benefits at normal retirement, or upon termination of employment, if later, is an annuity payable monthly to and for the lifetime of the member with a survivor annuity payable monthly after the death of the member to and for the lifetime of the spouse of the member in an amount equal to 100 percent of the amount payable to the member during the joint lives of the member and the member's spouse (i.e., joint and 100 percent survivor annuity). The identity of the spouse to whom payments may be made in the form of a joint and 100 percent survivor annuity shall become fixed as of the member's benefit commencement date. The value of amounts payable to the member and the spouse in the joint and 100 percent survivor annuity form shall be the actuarial equivalent of the amount payable to the member in the single life annuity form.

(Code 1993, § 32.16.140; Ord. No. 783, § 1; Ord. No. 1119, § 4; Ord. No. 1377, § 1)

Section 8: Sec. 2-337 of the City Code of Dickinson is hereby amended and re-enacted as follows:

Sec. 2-337. Optional benefit payment under plan.

(a) A member who terminates employment as a member of the City Fire Department will be entitled to a benefit determined in accordance with Section 2-336. With the approval of the Board of Trustees, a member may waive rights to the regular benefit payments and elect instead an optional benefit which will be of actuarial equivalent value and may be of the following forms:

- (1) A single sum cash settlement payment; or
- (2) A monthly pension for life, commencing at an earlier age than normal retirement age.

~~Notwithstanding the foregoing, if a member has ten certified years of service or less, the member shall receive a single sum cash settlement, as soon as administratively feasible after the member's termination of employment.~~

(b) Upon the death of an active member or of a retired member, benefits shall be paid to the surviving spouse or surviving children, if any, as follows:

- (1) ~~Alf a retired member was receiving payment in the normal form of a joint and 100% survivor benefit, a~~ monthly benefit shall be paid to the retired member's surviving spouse for life in an amount equal to ~~the member's accrued benefits as of the date of death~~ 100 percent of the monthly benefit payable to the retired member during the retired member's lifetime.
- (2) A monthly benefit will be paid to the surviving spouse of an active member for life in an amount equal to the monthly benefit that would have been paid to the surviving spouse if the active member had retired the day before death with actuarially equivalent benefits payable in the form of an annuity for the joint life expectancy of the active member and the active member's spouse with 100 percent of the benefit payable during their joint lives continuing for the remaining life of the surviving spouse.
- (3) A benefit of \$10.00 per month shall be paid on behalf of each surviving child until the child attains the age of 18 years to the parent of the surviving child or, if no parent is surviving, then to the guardian of the surviving child.

(Code 1993, § 32.16.150; Ord. No. 783, § 1; Ord. No. 1119, § 5; Ord. No. 1209, § 2; Ord. No. 1732, § 6)

Section 9: Repeal of Ordinances in Conflict. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

Section 10: 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 11: Effective Date: This Ordinance shall be in full force and effect from and after final passage.

Scott Decker, President
Board of City Commissioners

ATTEST

Dustin Dassinger, City Administrator

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING AND RE-ENACTING SECTIONS 2-202, 2-204, 2-205, 2-272, 2-274, 2-275, 2-336 AND 2-337 OF CHAPTER TWO OF THE MUNICIPAL CODE OF THE CITY OF DICKINSON, NORTH DAKOTA, RELATING TO PENSION PLANS

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

Section 1: Sec. 2-202 of the City Code of Dickinson is hereby amended and re-enacted as follows:

Sec. 2-202. Form of benefit.

(a) The normal form of benefit under this plan for a participant who is not married at the time of commencement of benefits is a single life annuity for the life of the participant. Notwithstanding the foregoing, the normal form of benefit under this plan for a participant who is married at the time of commencement of benefits is an annuity payable monthly to and for the lifetime of the participant with a survivor annuity payable monthly after the death of the participant to and for the lifetime of the spouse of the participant in an amount equal to shall be two-thirds of the amount payable to the participant during the joint lives of the participant and the participant’s spouse (*i.e.*, joint and two-thirds survivor annuity). The identity of the spouse to whom payments may be made in the form of a joint and two-thirds survivor annuity shall become fixed as of the participant’s benefit commencement date. The value of amounts payable to the participant and the spouse in the joint and two-thirds survivor annuity form shall be the actuarial equivalent of the amount payable to the participant in the single life annuity form.

(b) Effective for all participants who commence benefits prior to August 1, 2010, the optional forms of benefit under this plan are:

- (1) A single sum cash payment that is the actuarial equivalent of the normal form of benefit (*i.e.*, single life annuity);
- (2) The actuarial equivalent 100 percent benefit for both the participant and surviving spouse; and
- (3) A single life annuity for the life of the participant with 120 payments guaranteed (*i.e.*, ten-year certain form).

(c) Effective for all participants who commence benefits on or after August 1, 2010, the optional forms of benefit under this plan are:

- (1) The actuarial equivalent of the normal form of benefit (*i.e.*, single life annuity), paid in nine equal annual installments;
- (2) The actuarial equivalent 100 percent benefit for both the participant and surviving spouse; and

(3) A single life annuity for the life of the participant with 120 payments guaranteed (*i.e.*, ten-year certain form).

(d) The value of the amounts payable to the participant and all beneficiaries in the ten-year certain form shall be the actuarial equivalent of the amounts payable to the participant in the normal form (*i.e.*, single life annuity). A participant's allocated earnings account balance shall be distributed as of the valuation date next following termination of employment in a single sum cash payment.

(Code 1993, § 32.08.630; Ord. No. 1265, § 1; Ord. No. 1279, § 1; Ord. No. 1384, § 5)

Section 2: Sec. 2-204 of the City Code of Dickinson is hereby amended and re-enacted as follows:

Sec. 2-204. Termination of employment.

(a) A participant with no vested interest in accrued benefits attributable to City contributions who terminates employment for any reason other than death or total disability before qualifying for immediate early or normal retirement benefits will receive a refund of employee contributions made and not previously distributed, plus earnings. Payment shall be made in a single sum within 90 days after the date the participant terminates employment.

(b) A participant with a vested interest in accrued benefits attributable to City contributions who terminates employment for any reason other than death or total disability before qualifying for immediate early or normal retirement benefits will receive payment of benefits as follows:

- (1) If the present value of the participant's vested accrued benefits attributable to employee contributions and City contributions is \$1,000.00 or less, the present value of the vested accrued benefits will be paid in a single sum cash payment as soon as administratively feasible after the participant's termination of employment.
- (2) If the present value of the participant's vested accrued benefits attributable to employee contributions and City contributions is greater than \$1,000.00 but is not more than \$10,000.00, the present value of the vested accrued benefits will be paid in a single sum cash payment as soon as administratively feasible after the participant requests payment following the participant's termination of employment.
- (3) If the present value of the participant's vested accrued benefits attributable to employee contributions and City contributions is greater than \$10,000.00 and the participant terminates employment prior to August 1, 2010, the accrued benefit will be paid under Section 2-201, commencing as of the last day of the month in which the participant attains the age of 62 years or, if the participant so elects in writing within 30 days after the participant's termination of employment, the present value of the participant's vested accrued benefits will be paid in a single sum cash payment as soon as administratively feasible after the participant's termination of employment.

(4) If the present value of the participant's vested accrued benefits attributable to employee contributions and City contributions is greater than \$10,000.00 and the participant terminates employment on or after August 1, 2010, the accrued benefit will be paid under Section 2-201, commencing as of the last day of the month in which the participant attains the age of 62 years.

(c) The present value of the participant's vested accrued benefits payable under this paragraph shall not be less than the employee contributions made by the participant, plus earnings.

(d) The participant's non-vested accrued benefits will be forfeitable upon the distribution of the participant's vested accrued benefits or upon refund of the participant's employee contributions, plus interest if the participant has no vested accrued benefits attributable to City contributions or, if there is no distribution before early or normal retirement age, then upon the participant's termination of employment.

(Code 1993, § 32.08.650; Ord. No. 1265, § 1; Ord. No. 1309, § 1; Ord. No. 1384, § 6; Ord. No. 1663, § 1)

Section 3: Sec. 2-205 of the City Code of Dickinson is hereby amended and re-enacted as follows:

Sec. 2-205. Death benefits.

(a) *Surviving spouse and children.* Upon the death of an active employee or of a retired participant, benefits shall be paid to the surviving spouse or surviving children, if any, as follows:

- (1) If a retired participant who is married at the time of benefit commencement has elected to receive payment in the normal form of a joint and two-thirds survivor benefit upon retirement, a monthly benefit shall be paid to the retired participant's surviving spouse for life in an amount equal to two-thirds of the monthly benefit payable to the retired participant during the joint lives of the retired participant and the retired participant's spouse, but such benefit shall not be less than \$50.00 per month.
- (2) If a retired participant has elected the optional form of benefit of the actuarial equivalent of 100 percent for both participant and surviving spouse at retirement, a monthly benefit will be paid to the retired participant's surviving spouse for life in an amount equal to 100 percent of the monthly benefit payable to the retired participant during the joint lives of the retired participant and the retired participant's spouse.
- (3) A monthly benefit will be paid to the surviving spouse of an active employee for life in an amount equal to the monthly benefit that would have been paid to the surviving spouse if the active employee had retired the day before death with actuarially equivalent benefits payable in the form of an annuity for the joint life expectancy of the active employee and the active employee's spouse with 100 percent of the benefit payable during their joint lives continuing for the remaining life of the survivor. Alternatively, a surviving spouse of an active employee who dies prior to August 1,

2010, may elect in writing within 90 days after the active employee's death to have the benefit payable under this subsection (a)(3) payable in an actuarially equivalent single sum payment. Any benefit payable under this subsection (a)(3) shall be reduced by the actuarially equivalent value of any benefits paid to the active employee before death under Section 2-201, 2-202, or 2-204.

- (4) If the retired participant elected at retirement the normal form of benefit (*i.e.*, single life annuity), no benefit will be paid following the participant's death.
- (5) If the retired participant elected at retirement the single sum cash payment, no benefit will be due the surviving spouse.
- (6) A benefit of \$10.00 per month shall be paid on behalf of each surviving child until the child attains the age of 18 years to the parent of the surviving child or, if no parent is surviving, then to the guardian of the surviving child
- (7) If a retired participant has elected the optional form of benefit of the single life annuity with 120 payments guaranteed, the guaranteed monthly benefit will be paid to the participant's beneficiary for the remainder of the 120 month payment term.
- (8) If a retired participant has elected to receive nine equal annual installments, and such participant dies before receiving all nine payments, any remaining annual installment payments will be paid to the participant's beneficiary.

(b) *Minimum benefit.* The benefits paid under this section to a participant's surviving spouse and children will not be less than the total amount of the participant's employee contributions, plus earnings, reduced by any benefits paid to the participant under Section 2-201 or 2-204. Any remainder payable under this subsection will be paid to the estate of the participant.

(Code 1993, § 32.08.660; Ord. No. 1265, § 1; Ord. No. 1279; Ord. No. 1384, §§ 3, 7, 8)

Section 4: Sec. 2-272 of the City Code of Dickinson is hereby amended and re-enacted as follows:

Sec. 2-272. Form of benefit.

(a) The normal form of benefit under this plan for a participant who is not married at the time of commencement of benefits is a single life annuity for the life of the participant. Notwithstanding the foregoing, the normal form of benefit under this plan for a participant who is married at the time of commencement of benefits is an annuity payable monthly to and for the lifetime of the participant with a survivor annuity payable monthly after the death of the participant to and for the lifetime of the spouse of the participant in an amount equal to shall be two-thirds of the amount payable to the participant during the joint lives of the participant and the participant's spouse (*i.e.*, joint and two-thirds survivor annuity). The identity of the spouse to whom payments may be made in the form of a joint and two-thirds survivor annuity shall become fixed as of the participant's benefit commencement date. The value of amounts payable to the participant and the spouse in the joint and two-thirds survivor

annuity form shall be the actuarial equivalent of the amount payable to the participant in the single life annuity form.

(b) Effective for all participants who commence benefits prior to August 1, 2010, the optional forms of benefit under this plan are:

- (1) A single sum cash payment that is the actuarial equivalent of the normal form of benefit (*i.e.*, single life annuity);
- (2) The actuarial equivalent of 100 percent benefit for both the participant and surviving spouse; and
- (3) A single life annuity for the life of the participant with 120 payments guaranteed (*i.e.*, ten-year certain form).

(c) Effective for all participants who commence benefits on or after August 1, 2010, the optional forms of benefit under this plan are:

- (1) The actuarial equivalent of the normal form of benefit (*i.e.*, single life annuity), paid in nine equal annual installments;
- (2) The actuarial equivalent 100 percent benefit for both the participant and surviving spouse; and
- (3) A single life annuity for the life of the participant with 120 payments guaranteed (*i.e.*, ten-year certain form).

(d) The value of the amounts payable to the participant and all beneficiaries in the ten-year certain form shall be the actuarial equivalent of the amounts payable to the participants in the normal form. A participant’s allocated earnings account balance shall be distributed as of the valuation date next following termination of employment in a single sum cash payment.

(Code 1993, § 32.12.630; Ord. No. 1266, § 1; Ord. No. 1280, § 1; Ord. No. 1384, § 5)

Section 5: Sec. 2-274 of the City Code of Dickinson is hereby amended and re-enacted as follows:

Sec. 2-274. Termination of employment.

(a) A participant with no vested interest in accrued benefits attributable to City contributions who terminates employment for any reason other than death or total disability before qualifying for immediate early or normal retirement benefits will receive a refund of employee contributions made and not previously distributed, plus earnings. Payment shall be made in a single sum within 90 days after the date the participant terminates employment.

(b) A participant with a vested interest in accrued benefits attributable to City contributions who terminates employment for any reason other than death or total disability before qualifying for immediate early or normal retirement benefits will receive payment of benefits as follows:

- (1) If the present value of the participant's vested accrued benefits attributable to employee contributions and City contributions is \$1,000.00 or less, the present value of the vested accrued benefits will be paid in a single sum cash payment as soon as administratively feasible after the participant's termination of employment.
- (2) If the present value of the participant's vested accrued benefits attributable to employee contributions and City contributions is greater than \$1,000.00 but is not more than \$10,000.00, the present value of the vested accrued benefits will be paid in a single sum cash payment as soon as administratively feasible after the participant requests payment following the participant's termination of employment.
- (3) If the present value of the participant's vested accrued benefits attributable to employee contributions and City contributions is greater than \$10,000.00 and the participant terminates employment prior to August 1, 2010, the accrued benefit will be paid under Section 2-271 commencing as of the last day of the month in which the participant attains the age of 55 years or, if the participant so elects in writing within 30 days after the participant's termination of employment, the present value of the participant's vested accrued benefits will be paid in a single sum cash payment as soon as administratively feasible after the participant's termination of employment.
- (4) If the present value of the participant's vested accrued benefits attributable to employee contributions and City contributions is greater than \$10,000.00 and the participant terminates employment on or after August 1, 2010, the accrued benefit will be paid under Section 2271, commencing as of the last day of the month in which the participant attains the age of 55 years.

(c) The present value of the participant's vested accrued benefits payable under this paragraph shall not be less than the employee contributions made by the participant, plus earnings.

(d) The participant's non-vested accrued benefits will be forfeitable upon the distribution of the participant's vested accrued benefits or upon refund of the participant's employee contributions, plus interest, if the participant has no vested accrued benefits attributable to City contributions or, if there is no distribution before early or normal retirement age, then upon the participant's termination of employment.

(Code 1993, § 32.08.650; Ord. No. 1266, § 1; Ord. No. 1309, § 2; Ord. No. 1384, § 6; Ord. No. 1663, § 2)

Section 6: Sec. 2-275 of the City Code of Dickinson is hereby amended and re-enacted as follows:

Sec. 2-275. Death benefits.

(a) *Surviving spouse and children.* Upon the death of an active employee or of a retired participant, benefits shall be paid to the surviving spouse or surviving children, if any, as follows:

- (1) If a retired participant has elected the normal form of benefit upon retirement, a monthly benefit shall be paid to the surviving spouse for life in an amount equal to two-thirds of the participant's accrued benefit as of the date of death, but such benefit shall not be less than \$50.00 per month.
- (2) If a retired participant has elected the optional form of benefit of the actuarial equivalent 100 percent for both participant and surviving spouse at retirement, a monthly benefit will be paid to the retired participant's surviving spouse for life in an amount equal to 100 percent of the monthly benefit payable to the retired participant during the joint lives of the retired participant and the retired participant's spouse.
- (3) A monthly benefit will be paid to the surviving spouse of an active employee for life in an amount equal to the monthly benefit that would have been paid to the surviving spouse if the active employee had retired the day before death with actuarially equivalent benefits payable in the form of an annuity for the joint life expectancy of the active employee and the active employee's spouse with 100 percent of the benefit payable during their joint lives continuing for the remaining life of the surviving spouse. Alternatively, a surviving spouse of an active employee who dies prior to August 1, 2010, may elect in writing within 90 days after the active employee's death to have the benefit payable under this subsection payable in an actuarially equivalent single sum payment. Any benefit payable under this subsection shall be reduced by the actuarially equivalent value of any benefits paid to the active employee before death under Section 2-271, 2-273, or 2-274.
- (4) If the retired participant elected at retirement the normal form of benefit (*i.e.*, single life annuity), no benefit will be paid following the participant's death.
- (5) If the retired participant elected at retirement the single sum cash payment, no benefit will be due the surviving spouse.
- (6) A benefit of \$10.00 per month shall be paid on behalf of each surviving child until the child attains the age of 18 years to the parent of the surviving child or, if no parent is surviving, then to the guardian of the surviving child
- (7) If a retired participant has elected the optional form of benefit of the single life annuity with 120 payments guaranteed, the guaranteed monthly benefit will be paid to the participant's beneficiary for the remainder of the 120 month payment term.
- (8) If a retired participant has elected to receive nine equal annual installments, and such participant dies before receiving all nine payments, any remaining annual installment payments will be paid to the participant's beneficiary.

(b) *Minimum benefit.* The benefits paid under this section to a participant's surviving spouse and children will not be less than the total amount of the participant's employee contributions, plus earnings, reduced by any benefits paid to the participant under Section 2-272 or 2-274. Any remainder payable under this subsection will be paid to the estate of the participant.

(Code 1993, § 32.12.660; Ord. No. 1266, § 1; Ord. No. 1280, § 2; Ord. No. 1384, § 7)

Section 7: Sec. 2-336 of the City Code of Dickinson is hereby amended and re-enacted as follows:

Sec. 2-336. Regular benefit payments under plan and vesting.

- (a) *Hired or re-hired on or after January 1, 2010.*
- (1) A member who is hired or re-hired on or after January 1, 2010, and who is entitled to benefit under this plan will be eligible to receive a monthly pension for life commencing at normal retirement, or upon termination of the employment, if later, in an amount equal to such member’s vested benefit determined as follows:

<i>Completed Years of Employment</i>	<i>Vesting percent Factor to be Multiplied by the Accrued Benefit to Determine the Vested Benefit</i>
Less than 5	0 percent
5	50 percent
6	60 percent
7	70 percent
8	80 percent
9	90 percent
10 or more	100 percent

If a member is employed until the age of 60 years, such member will be 100 percent vested in the accrued benefit regardless of the years of employment. It is the responsibility of a member or authorized representative to make application to the Board of Trustees in order to initiate the payment of any benefit under this plan.

- (2) Notwithstanding anything to the contrary, upon the termination or partial termination of this plan, the rights of all affected members to the benefits accrued as of the date the termination or partial termination (to the extent funded as of such date) will be fully (100 percent) vested.
- (3) The normal form of benefit under this plan for a member who is not married at the time of commencement of benefits at normal retirement, or upon termination of employment, if later, is a single life annuity for the life of the member. Notwithstanding the foregoing, the normal form of benefit under this plan for a member who is married at the time of commencement of benefits at normal retirement, or upon termination of employment, if later, is an annuity payable monthly to and for the lifetime of the member with a survivor annuity payable monthly after the death of the member to and for the lifetime of the spouse of the member in an amount equal to 100 percent of the amount payable to the member during the joint lives of the member and the member’s spouse (*i.e.*, joint and 100 percent survivor annuity). The identity of the spouse to whom payments may be made in the form of a joint and 100 percent survivor annuity shall become fixed as of the member’s benefit commencement date. The value of amounts payable to the member and the spouse in

the joint and 100 percent survivor annuity form shall be the actuarial equivalent of the amount payable to the member in the single life annuity form.

- (b) *Hired or re-hired prior to January 1, 2010.*
- (1) A member who is hired or re-hired prior to January 1, 2010, and who is entitled to benefit under this plan will be eligible to receive a monthly pension for life commencing at normal retirement, or upon termination of the employment, if later, in an amount equal to such member's vested benefit determined as follows:

<i>Completed Years of Employment</i>	<i>Vesting percent Factor to be Multiplied by the Accrued Benefit to Determine the Vested Benefit</i>
Less than 1	0 percent
1	10 percent
2	20 percent
3	30 percent
4	40 percent
5	50 percent
6	60 percent
7	70 percent
8	80 percent
9	90 percent
10 or more	100 percent

If a member is employed until the age of 60 years, such member will be 100 percent vested in the accrued benefit regardless of the years of employment. It is the responsibility of a member or authorized representative to make application to the Board of Trustees in order to initiate the payment of any benefit under this plan.

- (2) Notwithstanding anything to the contrary, upon the termination or partial termination of this plan, the rights of all affected members to the benefits accrued as of the date the termination or partial termination (to the extent funded as of such date) will be fully (100 percent) vested.
- (3) The normal form of benefit under this plan for a member who is not married at the time of commencement of benefits at normal retirement, or upon termination of employment, if later, is a single life annuity for the life of the member. Notwithstanding the foregoing, the normal form of benefit under this plan for a member who is married at the time of commencement of benefits at normal retirement, or upon termination of employment, if later, is an annuity payable monthly to and for the lifetime of the member with a survivor annuity payable monthly after the death of the member to and for the lifetime of the spouse of the member in an amount equal to 100 percent of the amount payable to the member during the joint lives of the member and the member's spouse (*i.e.*, joint and 100 percent survivor annuity). The identity of the spouse to whom payments may be made in the form of a joint and 100 percent survivor annuity shall become fixed as of the member's benefit

commencement date. The value of amounts payable to the member and the spouse in the joint and 100 percent survivor annuity form shall be the actuarial equivalent of the amount payable to the member in the single life annuity form.

(Code 1993, § 32.16.140; Ord. No. 783, § 1; Ord. No. 1119, § 4; Ord. No. 1377, § 1)

Section 8: Sec. 2-337 of the City Code of Dickinson is hereby amended and re-enacted as follows:

Sec. 2-337. Optional benefit payment under plan.

(a) A member who terminates employment as a member of the City Fire Department will be entitled to a benefit determined in accordance with Section 2-336. With the approval of the Board of Trustees, a member may waive rights to the regular benefit payments and elect instead an optional benefit which will be of actuarial equivalent value and may be of the following forms:

- (1) A single sum cash settlement payment; or
- (2) A monthly pension for life, commencing at an earlier age than normal retirement age.

Notwithstanding the foregoing, if a member has ten certified years of service or less, the member shall receive a single sum cash settlement, as soon as administratively feasible after the member's termination of employment.

(b) Upon the death of an active member or of a retired member, benefits shall be paid to the surviving spouse or surviving children, if any, as follows:

- (1) If a retired member was receiving payment in the normal form of a joint and 100% survivor benefit, a monthly benefit shall be paid to the retired member's surviving spouse for life in an amount equal to 100 percent of the monthly benefit payable to the retired member during the retired member's lifetime.
- (2) A monthly benefit will be paid to the surviving spouse of an active member for life in an amount equal to the monthly benefit that would have been paid to the surviving spouse if the active member had retired the day before death with actuarially equivalent benefits payable in the form of an annuity for the joint life expectancy of the active member and the active member's spouse with 100 percent of the benefit payable during their joint lives continuing for the remaining life of the surviving spouse.
- (3) A benefit of \$10.00 per month shall be paid on behalf of each surviving child until the child attains the age of 18 years to the parent of the surviving child or, if no parent is surviving, then to the guardian of the surviving child.

(Code 1993, § 32.16.150; Ord. No. 783, § 1; Ord. No. 1119, § 5; Ord. No. 1209, § 2; Ord. No. 1732, § 6)

Section 9: Repeal of Ordinances in Conflict. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

Section 10: 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 11: Effective Date: This Ordinance shall be in full force and effect from and after final passage.

Scott Decker, President
Board of City Commissioners

ATTEST

Dustin Dassinger, City Administrator

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

Chapter 58 Update – Electric Bicycles

Presented by: Chief Joe Cianni and Sergeant Justin Fridrich

Consideration to Approve



- Amends Section 58-1 - Definitions
- Defines Electric Bicycle

Electric Bicycle means a bicycle equipped with fully operable pedals, a saddle or seat for the rider, and an electric motor of seven hundred fifty (750) or fewer watts which meets the requirements of one (1) of the following three (3) classes:

Class 1 electric bicycle if the motor provides assistance only when the individual is pedaling and the motor ceases to provide assistance when a speed of twenty (20) miles per hour is achieved.

Class 2 electric bicycle if the motor is capable of propelling the bicycle without the individual pedaling and the motor ceases to provide assistance when a speed of twenty (20) miles per hour is achieved.

Class 3 electric bicycle if the motor provides assistance only when the individual is pedaling and the motor ceases to provide assistance when a speed of twenty-eight (28) miles per hour is achieved.

- **Amends Section 58-458, Prohibited Operations**

No person shall operate a motorized skateboard, motorized scooter or an electric bicycle:

- (1) On any sidewalk in the City, except for use in crossing such sidewalk by the most direct route to gain access to any public or private road or driveway when operating at a speed 15 miles per hour or more. Any operation under 15 miles per hour is permitted.
- (2) In any City parking structure or City park, except for use on public roadways or designated community paths or trails within such park;
- (3) On any public property that has been posted or designed by the owner of such property as an area prohibiting skateboards;
- (4) On any public roadway consisting of a total of four or more marked traffic lanes, or having an established speed limit of greater than 25 miles per hour; or
- (5) On any private property of another, or any public property which is not held open to the public for vehicle use, without the written permission of the owner, the person entitled to immediate possession of the property, or the authorized agent of either.

- Amends Section 58-459, Operating Restrictions-
Highlights
 - No child under the age of 12 years may operate
 - Cannot be operated in excess of the posted speed limit or at a speed greater than is reasonable and prudent
 - Must yield the right-of-way to all other users in a sidewalk, bicycle path, bicycle lane or multi-use path
 - May be operated on a path or lane that is designated as a bicycle path or lane by State or local authorities – however must yield at all times to other users
 - No passengers when in operation or motion
 - No person operating or riding shall attach themselves in any manner to any other vehicle
 - Shall not be operated while carrying any package, bundle or article which prevents the operator from keeping both hands upon the steering mechanism at all times
 - Cannot be operated without the written permission of the owner
 - Cannot be operated if it has been structurally altered from the original manufacturer's design
 - Cannot be operated in a crosswalk

- Amends Section 58-460, Operating Restrictions on Roadway - Highlights
 - Shall ride as close as practicable to the right-hand curb or edge of the roadway, except under the following conditions and when the movement can be made safely:
 - If overtaking and passing a bicycle or vehicle proceeding in the same direction;
 - In preparing for a left turn at an intersection or into a private roadway or driveway;
 - If reasonably necessary to avoid hazardous conditions ahead in the roadway; or
 - If the lane in which the person is operating the motorized skateboard, motorized scooter or electric bicycle is too narrow for a motorized skateboard, motorized scooter, or an electric bicycle and a bicycle or another vehicle to travel safely side by side within the lane.
 - Shall not transport extra fuel in a separate container
 - Shall not ride more than two abreast

- Amends Section 58-461 –Safety Equipment
- Highlights
 - Head lamp emitting a beam and a red rear reflector anytime from sunset to sunrise, or any other time when there is not sufficient light to render clearly discernible, persons or vehicles on the roadway.
 - Equipped with a brake which enables the operator to make braked wheels skid on pavement
 - Under the age of 18 years - shall at all times wear a protective helmet in an appropriate and safely secured manner
 - Proper footwear - must have a sole and completely cover the feet and toes

ORDINANCE NO. 2026

AN ORDINANCE AMENDING AND RE-ENACTING SECTION 58-1 OF CHAPTER 58, ARTICLE I, SECTION 58-458, 58-459, 58-460, 58-461, ARTICLE XI BICYCLES, OF THE MUNICIPAL CODE OF THE CITY OF DICKINSON, NORTH DAKOTA, RELATING TO DEFINITIONS, ELECTRIC BICYCLES

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

Section 1: Section 58-1 is hereby amended and re-enacted as follows:

Sec. 58-1. Definitions.

Words and phrases used in this chapter shall have the meanings and be defined as provided in N.D.C.C. Title 39 and N.D.C.C. § 39-10-01 and all subsequent amendments shall be and are hereby incorporated by reference in this section. Additionally, the following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Authorized emergency vehicles.

- (1) The term "Class A authorized emergency vehicles" means:
 - a. Vehicles of a governmentally-owned fire department.
 - b. Vehicles when operated by or under the control of a police officer having authority to enforce the provisions of this title or by a salaried employee of a municipal police department within the municipality or by a sheriff or deputy sheriff, not including special deputy sheriffs, or by the Director of the Department of Corrections and Rehabilitation and authorized agents who have successfully completed training in the operation of Class A authorized emergency vehicles.
 - c. Vehicles clearly identifiable as property of the Department of Corrections and Rehabilitation when operated or under the control of the Director of the Department of Corrections and Rehabilitation.
 - d. Ambulances and other vehicles authorized by licensure granted under N.D.C.C. Ch. 23-27.
 - e. Vehicles operated by or under the control of the Director, District Deputy Director, or a district deputy game warden of the Game and Fish Department.
 - f. Vehicles owned or leased by the United States and used for law enforcement purposes.
 - g. Vehicles designated for the use of the adjutant general or assistant adjutant general in cases of emergency.
 - h. Vehicles operated by or under the control of the Director of the Parks and Recreation Department.

- i. Vehicles operated by or under the control of a licensed railroad police officer and used for law enforcement purposes.
 - j. Vehicles operated by or under the control of the State Forester.
 - k. Vehicles operated by or under the control of the Bureau of Criminal Investigation and used for law enforcement purposes.
 - l. Vehicles operated by or under the Department of Health and Human Services in cases of emergencies.
 - m. Vehicles used or operated by governmental search and rescue personnel while performing emergency operations or duties. As used in this section, the term "search and rescue" means deployment, coordination, and use of available resources and personnel in locating, relieving the distress, and preserving the life of and removing an individual who is missing, trapped, or lost in the backcountry, remote areas, or waters of the State. The term "search and rescue" includes water and dive rescue.
- (2) The term "Class B authorized emergency vehicles" means wreckers and such other emergency vehicles as are authorized by the local authorities.
- (3) The term "Class C authorized emergency vehicles" means:
- a. Vehicles used by the State Division of Homeland Security or local division of emergency management organizations.
 - b. Vehicles used by volunteer firefighters while performing their assigned disaster and emergency responsibilities.
 - c. Vehicles, other than ambulances, used by emergency medical services personnel.
 - d. Vehicles used by volunteer search and rescue personnel if performing an emergency operation or duty upon the request of a state entity, political subdivision, or Part-Time Fire Department. A volunteer organization may classify a personal vehicle as a Class C emergency vehicle if needed to assist in a search and rescue operation in accordance with this definition. The term "search and rescue" means deployment, coordination, and use of available resources and personnel in locating, relieving the distress, and preserving the life of and removing an individual who is missing, trapped, or lost in the backcountry, remote areas, or waters of the State. The term "search and rescue" includes water and dive rescue.

Bicycle means every device propelled solely by human power upon which any person may ride, having two tandem wheels or two parallel wheels and one forward or rearward wheel. The term "bicycle" includes an electric bicycle and a multipassenger bicycle.

Bus means every motor vehicle designed for carrying more than ten passengers and used for the transportation of persons, and every motor vehicle, other than a taxicab, designated and used for the transportation of persons for compensation; provided, every motor vehicle designed for carrying not more than 15 persons and used for a ride-sharing arrangement, as defined in N.D.C.C. § 8-02-07, is not a bus.

Business district means the territory contiguous to a highway when 50 percent or more of the frontage thereon for distance of 300 feet (91.44 meters) or more is occupied by buildings in use for business.

Commercial freighting means the carriage of things, other than passengers, for hire; except, that the term "commercial freighting" shall not include:

- (1) The carriage of things other than passengers within the limits of the same City;
- (2) Carriage by local dray lines of baggage or goods to or from a railroad station from or to places in such City or in the immediate vicinity thereof, in the State, and not to exceed two miles (3.22 kilometers) from the corporate or recognized limits of the City; or
- (3) Hauling done by farmers for their neighbors in transporting agricultural products to or from market.

Commercial passenger transportation means the carriage of passengers for hire; except, that the term "commercial passenger transportation" shall not include:

- (1) The carriage of passengers within the limits of the City.
- (2) The carriage by local bus lines of passengers to or from a railroad station from or to places within any City or within two miles (3.22 kilometers) of the limits of the City.
- (3) The carriage of passengers under a ride-sharing arrangement, as defined in N.D.C.C. § 8-02-07.

Commissioner means the Director of the State Department of Transportation, acting directly or through authorized agents, as provided by N.D.C.C. § 24-02-01.3.

Controlled-access highway means every highway, street or roadway in respect to which owners or occupants of abutting lands and other persons have no legal right of access to or from the same except at such points only and in such manner as may be determined by the public authority having jurisdiction over such highway, street or roadway.

Crosswalk means that part of a roadway at an intersection included within the connections of the lateral lines of the sidewalks on opposite sides of the highway measured from the curbs, or, in the absence of curbs, from the edges of the traversable roadway; or any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by lines or other markings on the surface.

Dealer means every person, partnership or corporation engaged in the business of buying, selling or exchanging motor vehicles, or who advertises to the public as engaged in the buying, selling or exchanging of motor vehicles for resale. Any person, partnership, corporation or association doing business in several cities or in several locations within a City shall be considered a separate dealer in each such location.

Department means the State Department of Transportation as provided by N.D.C.C. § 24-02-01.1.

Director means the Director of the Department of Transportation of the State as provided by N.D.C.C. § 24-02-01.3.

Driver means every person who drives or is in actual physical control of a vehicle.

Electric Bicycle means a bicycle equipped with fully operable pedals, a saddle or seat for the rider, and an electric motor of seven hundred fifty (750) or fewer watts which meets the requirements of one (1) of the following three (3) classes:

Class 1 electric bicycle if the motor provides assistance only when the individual is pedaling and the motor ceases to provide assistance when a speed of twenty (20) miles per hour is achieved.

Class 2 electric bicycle if the motor is capable of propelling the bicycle without the individual pedaling and the motor ceases to provide assistance when a speed of twenty (20) miles per hour is achieved.

Class 3 electric bicycle if the motor provides assistance only when the individual is pedaling and the motor ceases to provide assistance when a speed of twenty-eight (28) miles per hour is achieved.

Essential parts means all integral and body parts of a vehicle of a type required to be registered under State law, the removal, alteration, or substitution of which would tend to conceal the identity of the vehicle or substantially alter its appearance, model, type, or mode of operation and includes all integral parts and body parts, the removal, alteration, or substitution of which will tend to conceal the identity or substantially alter the appearance of the vehicle.

Explosive means any chemical compound or mechanical mixture that is commonly used or intended for the purpose of producing an explosion and which contains any oxidizing and combustible units or other ingredients in such proportions, quantities or packing that an ignition by fire, by friction, by concussion, by percussion or by detonator of any part of the compound or mixture may cause such a sudden generation of highly heated gases that the resultant gaseous pressures are capable of producing destructive effects on contiguous objects or by destroying life or limb.

Farm tractor means every motor vehicle designed and used primarily as a farm implement for drawing plows, mowing machines and other implements of husbandry.

Farm trailer means those trailers and semitrailers towed by a bona fide resident farmer hauling the farmer's own agricultural, horticultural, dairy and other farm products if the gross weight, not including the towing vehicle, does not exceed 24,000 pounds (10,886.22 kilograms).

Flammable liquid means any liquid which has a flash point of 70 degrees Fahrenheit (21.11 degrees Celsius) or less, as determined by a Tagliabue or equivalent closed-cup test device.

Gross weight means the weight of a vehicle without load, plus the weight of any load thereon.

Guest means a person who accepts a ride in any vehicle without giving compensation therefor.

Highway means the entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for the purposes of vehicular travel and of every way privately maintained within a mobile home park, trailer park or campground containing five or more lots for occupancy by mobile homes, travel trailers or tents when any part thereof is open for the purposes of vehicular travel.

House car or motor home means a motor vehicle which has been reconstructed or manufactured primarily for private use as a temporary or recreational dwelling and having at least four of the following permanently installed systems:

- (1) Cooking facilities.
- (2) Icebox or mechanical refrigerator.

- (3) Potable water supply including plumbing and a sink with faucet either self-contained or with connections for an external source, or both.
- (4) Self-contained toilet or a toilet connected to a plumbing system with connection for external water disposal, or both.
- (5) Heating or air-conditioning system, or both, separate from the vehicle engine or the vehicle engine electrical system.
- (6) A 110—115 volt alternating current electrical system separate from the vehicle engine electrical system either with its own power supply or with a connection for an external source, or both, or a liquefied petroleum system and supply.

Implement of husbandry means every vehicle designed and adopted exclusively for agricultural, horticultural or livestock raising operations or for lifting or carrying an implement of husbandry and, in either case, not subject to registration if used upon the highway.

Intersection means the area embraced within the prolongation or connection of the lateral curb lines or, if none, then the lateral boundary lines of the roadways of two highways which join one another at, or approximately at, right angles, or the area within which vehicles traveling upon different highways joining at any other angle may come in conflict. Where a highway includes two roadways 30 feet (9.14 meters) or more apart, then every crossing of each roadway of such divided highway by an intersecting highway shall be regarded as a separate intersection. In the event such intersecting highway also includes two roadways 30 feet (9.14 meters) or more apart, then every crossing of two roadways of such highways shall be regarded as a separate intersection.

Intoxicating liquor means any beverage containing alcohol.

Judgment means any judgment which shall have become final by expiration without appeal of the time within which an appeal might have been perfected, or by final affirmation on appeal, rendered by a court of competent jurisdiction of any state of the United States, upon a cause of action arising out of ownership, maintenance or use of any motor vehicle, for damages, including damages for care and loss of services, because of bodily injury to or death of any person, or for damages because of injury to or destruction of property, including the loss of use thereof, or upon a cause of action on an agreement of settlement for such damages.

Legal owner means a person who holds the legal title to a vehicle.

Lienholder means a person holding a security interest in a vehicle.

Local authorities means every County, municipal and other local board or body having authority to adopt local police regulations under the constitution and laws of the State.

Mail means to deposit mail properly addressed and with postage prepaid with the United States Postal Service.

Manufacturer means any person who manufactures, assembles or imports and sells new motor vehicles to new motor vehicle dealers for resale in the state; but such term shall not include a person who assembles or specifically builds interior equipment on a completed vehicle supplied by another manufacturer, distributor or supplier.

Metal tires means all tires the surface of which in contact with the highway is wholly or partly of metal or other hard, nonresilient material; except, that this definition shall not apply to pneumatic tires.

Motor vehicle means and includes every vehicle that is self-propelled, every vehicle that is propelled by electric power obtained from overhead trolley wires, but not operated upon rails, and, for the purposes of motor vehicle registration, title registration, and operator's licenses, motorized bicycles. The term "motor vehicle" does not include a snowmobile, as defined in N.D.C.C. § 39-24-01, an electric bicycle, or a multipassenger bicycle.

Motorcycle means every motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground, **regardless of the engine components (electric, gas, etc.), but excluding implements of husbandry. The term "motorcycle" does not include an electric bicycle as defined.**

Motorized bicycle means a vehicle equipped with two or three wheels, foot pedals to permit muscular propulsion, a power source providing up to a maximum of two brake horsepower having a maximum piston or motor displacement of 3.05 cubic inches (49.98 milliliters) if a combustion engine is used, which will propel the vehicle, unassisted, at a speed not to exceed 30 miles (48.38 kilometers) per hour on a level road surface, is equipped with a power drive system that functions directly or automatically only, not requiring clutching or shifting by the operator after the drive system is engaged, and shall have a width no greater than 32 inches (81.28 centimeters). **Motorized bicycle equipped with two or three wheels, foot pedals to permit muscular propulsion, and an electric motor capable of power greater than 750 watts. The term "motorized bicycle" does not include an electric bicycle which meets class 1, 2, or 3 requirements stated in 58-1 electric bicycle.**

Nonresident means any person who is not a resident of the State.

Nonresident's operating privilege means the privilege conferred upon a nonresident by the laws of the State pertaining to the operation by such person of a motor vehicle, or the use of a vehicle owned by such person, in the State.

Official traffic control devices means all signs, signals, markings and devices not inconsistent with this chapter placed or erected by authority of a public body or official having jurisdiction, for the purpose of regulating, warning or guiding traffic.

Operator means every person who drives or is in actual physical control of a motor vehicle upon a highway or who is exercising control over or steering a vehicle being towed by a motor vehicle.

Owner means a person, other than a lienholder, having the property in or title to a vehicle. The term "owner" includes a person entitled to the use and possession of a vehicle subject to a security interest in another person, but excludes a lessee under a lease not intended as security.

Park means when prohibited, the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading.

Pedestrian means any person afoot.

Person means every natural person, firm, copartnership, association or corporation.

Pneumatic tires means all tires inflated with compressed air.

Pole trailer means every vehicle without motive power designated to be drawn by another vehicle and attached to the towing vehicle by means of a reach, or pole or by being boomed or otherwise secured to the towing vehicle, and ordinarily used for transporting long or irregularly

shaped loads such as poles, pipes or structural members capable, generally, of sustaining themselves as beams between the supporting connections.

Police officer means every officer authorized to direct or regulate traffic or to make arrests for violations of traffic regulations.

Private road or driveway means every way or place in private ownership and used for vehicular travel by the owner and those having express or implied permission from the owner, but not by other persons.

Proof of financial responsibility means proof of ability to respond in damages for liability, on account of accidents occurring subsequent to the effective date of such proof, arising out of the ownership, maintenance or use of a motor vehicle, in the amount of \$25,000.00 because of bodily injury to or death of one person in any one accident and, subject to such limit for one person, in the amount of \$50,000.00 because of bodily injury to or death of two or more persons in any one accident, and in the amount of \$10,000.00 because of injury to or destruction of property of others in any one accident.

Railroad means a carrier of persons or property upon cars, other than streetcars, operated upon stationary rails.

Railroad sign or signal means any sign, signal or device erected by authority of a public body or official or by a railroad and intended to give notice of the presence of railroad tracks or the approach of a railroad train.

Reconstructed vehicle means every vehicle of a type required to be registered hereunder materially altered from its original construction by the removal, addition or substitution of essential parts, new or used.

Residence district means territory contiguous to a highway not comprising a business district, when the frontage on such highway for a distance of 300 feet (91.44 meters) or more is occupied mainly by dwellings, or by dwellings and buildings in use for business.

Right-of-way means the privilege of the immediate use of a roadway.

Road tractor means every motor vehicle designed and used for drawing other vehicles and not so constructed as to carry any load thereon either independently or any part of the weight of a vehicle or load so drawn.

Roadway means that portion of a highway improved, designed or ordinarily used for vehicular travel, exclusive of the berm or shoulder. In the event a highway includes two or more separate roadways, the term "roadway" as used herein shall refer to any such roadway separately but not to all such roadways collectively.

Saddle mount means placing the front wheels of the drawn vehicle upon the bed of the drawing vehicle.

Safety zone means the area or space officially set aside within a highway for the exclusive use of pedestrians and which is so plainly marked or indicated by proper signs as to be plainly visible at all times while set aside as a safety zone.

Salvage certificate of title means a document issued by the Department for the purposes of proof of ownership of a salvage or destroyed vehicle and not acceptable for motor vehicle registration purposes.

School bus means any motor vehicle owned by a public or governmental agency and operated for the transportation of children to or from school or to or from school-related activities, or privately owned and operated for compensation for the transportation of children to or from school or to or from school-related activities.

Semitrailer means every vehicle of the trailer type so designed and used in conjunction with a truck or truck tractor that some part of its own weight and that of its own load rests upon or is carried by a truck or truck tractor; except, that it shall not include a house trailer or mobile home as defined in this section.

Sidewalk means that portion of a street between the curb lines, or the lateral lines of a roadway, and the adjacent property lines, intended for use of pedestrians.

Solid tire means every tire made of rubber or other resilient material other than a pneumatic tire.

Specially constructed vehicle means any vehicle which was not constructed originally under distinctive name, make, model or type by a generally recognized manufacturer of vehicles.

Stand or standing means the halting of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in receiving or discharging passengers.

State means a state, territory or possession of the United States, the District of Columbia, the Commonwealth of Puerto Rico or a province of the Dominion of Canada.

Stop, when required, means complete cessation from movement.

Stop or stopping, when prohibited, means any halting, even momentarily, of a vehicle, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control sign or signal.

Street means the entire width between boundary lines of every way publicly maintained when any part thereof is open to the use of the public for the purposes of vehicular travel.

Through highway means every highway or portion thereof on which vehicular traffic is given preferential right-of-way, and at the entrances to which vehicular traffic from intersecting highways is required by law to yield right-of-way to vehicles on such through highway and in obedience to either a stop sign or yield sign, when such signs are erected by law.

Trackless trolley coach means every motor vehicle which is propelled by electric power obtained from overhead trolley wires but not operated upon rails.

Traffic means pedestrians, ridden or herded animals, vehicles, streetcars and other conveyances either singly or together while using any highway for the purpose of travel.

Traffic control signal means any device, whether manually, electrically or mechanically operated, by which traffic is alternately directed to stop and to proceed.

Trailer means every vehicle without motive power designed to carry property or passengers wholly on its own structure and to be drawn by a motor vehicle; except, that it shall not include a house trailer or mobile home, which terms shall mean a vehicle as defined herein which is designed and intended for use as living or sleeping quarters for people and which is not used for commercial hauling of passengers.

Truck means every motor vehicle designed, used or maintained primarily for transportation of property.

Truck tractor means every motor vehicle designed and used primarily for drawing other vehicles and not so constructed as to carry a load other than a part of the weight of the vehicle and load so drawn.

Urban district means the territory contiguous to and including any street which is built up with structures devoted to business, industry or dwelling houses situated at intervals of less than 100 feet (30.48 meters) for a distance of a quarter of a mile (402.34 meters) or more.

Used vehicle means a motor vehicle which has been sold, bargained, exchanged, given away or the title to which has been transferred to another by the person who first acquired it from the manufacturer or importer, dealer or agent of the manufacturer or importer.

Vehicle means every device in, upon or by which any person or property may be transported or drawn upon a public highway, except devices moved by human power or used exclusively upon stationary rails or tracks. The term "vehicle" does not include an electric bicycle.

(Code 1993, § 23.04.010; Ord. No. 866, § 1; Ord. No. 1002, § 1)

Section 2: Section 58-458 is hereby amended and re-enacted as follows:

Sec. 58-458. Prohibited operation.

No person shall operate a motorized skateboard, motorized scooter or an electric bicycle:

- (1) On any sidewalk in the City, except for use in crossing such sidewalk by the most direct route to gain access to any public or private road or driveway **when operating at a speed 15 miles per hour or more. Any operation under 15 miles per hour is permitted.**
- (2) In any City parking structure or City park, except for use on public roadways or designated community paths or trails within such park;
- (3) On any public property that has been posted or designed by the owner of such property as an area prohibiting skateboards;
- (4) On any public roadway consisting of a total of four or more marked traffic lanes, or having an established speed limit of greater than 25 miles per hour; or
- (5) On any private property of another, or any public property which is not held open to the public for vehicle use, without the written permission of the owner, the person entitled to immediate possession of the property, or the authorized agent of either.

(Code 1993, § 23.46.040; Ord. No. 1281, § 1)

Section 3: Section 58-459 is hereby amended and re-enacted as follows:

Sec. 58-459. General operating restrictions.

- (a) No child under the age of 12 years shall operate a motorized skateboard, motorized scooter or an electric bicycle.

- (b) No person shall operate a motorized skateboard, motorized scooter or an electric bicycle in excess of the posted speed limit or at a speed greater than is reasonable and prudent under the circumstances then existing.
- (c) The operator of a motorized skateboard, motorized scooter, or an electric bicycle approaching a sidewalk, bicycle path, bicycle lane or multi-use path in order to cross such, shall yield the right-of-way to all other users.
- (d) Motorized skateboards, motorized scooters or electric bicycles may be operated on a path or lane that is designated as a bicycle path or lane by State or local authorities. However, motorized skateboard, motorized scooter and electric bicycle operators on said bicycle path or lane shall yield at all times to other users.
- (e) No operator shall allow passengers when the motorized skateboard, motorized scooter or electric bicycle is in operation or motion.
- (f) No person operating or riding upon a motorized skateboard, motorized scooter or an electric bicycle shall attach themselves in any manner to any other vehicle.
- (g) No person shall operate a motorized skateboard, motorized scooter or an electric bicycle while carrying any package, bundle or article which prevents the operator from keeping both hands upon the steering mechanism at all times.
- (h) No person, other than the owner, shall operate a motorized skateboard, motorized scooter or electric bicycle without the written permission of the owner.
- (i) No person shall operate a motorized skateboard, motorized scooter or electric bicycle that has been structurally altered from the original manufacturer's design.
- (j) No person shall operate a motorized skateboard, motorized scooter or an electric bicycle in a crosswalk.

(Code 1993, § 23.46.050; Ord. No. 1281, § 1)

Section 4: Section 58-460 is hereby amended and re-enacted as follows:

Sec. 58-460. Operating restrictions on roadway.

- (a) A person operating a motorized skateboard, motorized scooter or electric bicycle on a roadway at less than the normal speed of traffic, at the time and place and under the then existing conditions, shall ride as close as practicable to the right-hand curb or edge of the roadway, except under the following conditions and when the movement can be made safely:
 - (1) If overtaking and passing a bicycle or vehicle proceeding in the same direction;
 - (2) In preparing for a left turn at an intersection or into a private roadway or driveway;
 - (3) If reasonably necessary to avoid hazardous conditions ahead in the roadway; or
 - (4) If the lane in which the person is operating the motorized skateboard, motorized scooter or electric bicycle is too narrow for a motorized skateboard, motorized scooter, or an electric bicycle and a bicycle or another vehicle to travel safely side by side within the lane.

- (b) No operator of a motorized skateboard, motorized scooter or an electric bicycle shall transport extra fuel in a separate container or alter the fuel reservoir from the original manufacturer's design. This includes the prohibition of physically attaching fuel packs or containers to the operator's person.
- (c) Persons operating motorized skateboards, motorized scooters or an electric bicycle on the roadway shall not ride more than two abreast.

(Code 1993, § 23.46.060; Ord. No. 1281, § 1)

Section 5: Section 58-461 is hereby amended and re-enacted as follows:

Sec. 58-461. Required safety equipment.

- (a) No person shall operate a motorized skateboard, motorized scooter or an electric bicycle without a head lamp emitting a beam and a red rear reflector anytime from sunset to sunrise, or any other time when there is not sufficient light to render clearly discernible, persons or vehicles on the roadway.
 - (1) A head lamp shall emit a white light and be visible from the front at a distance no less than 500 feet;
 - (2) A rear red reflector shall be visible when illuminated by a vehicle head lamp from a distance of not less than 300 feet; and
 - (3) A rear red lamp visible from a distance of 500 feet to the rear may be used in addition to the rear red reflector.
- (b) No person shall operate a motorized skateboard, motorized scooter or an electric bicycle unless it is equipped with a brake which enables the operator to make braked wheels skid on pavement.
- (c) Any operator of a motorized skateboard, motorized scooter or electric bicycle under the age of 18 years being operated on a roadway shall at all times wear a protective helmet in an appropriate and safely secured manner. The helmet shall meet minimum standards of testing and safety inspected by the bicycle industry.
- (d) No person shall operate a motorized skateboard, motorized scooter or an electric bicycle without wearing footwear. The footwear must have a sole and completely cover the feet and toes.

(Code 1993, § 23.46.070; Ord. No. 1281, § 1)

Section 6: Repeal of Ordinances in Conflict. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

Section 7: 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 8: Effective Date: This Ordinance shall be in full force and effect from and after final passage.

Scott Decker, President
Board of City Commissioners

ATTEST

Dustin Dassinger, City Administrator

First Reading: _____, 2026

Second Reading: _____, 2026

Final Passage: _____, 2026

Sections 22-57 - Possession of Tobacco

Presented by: City Attorney Christina M. Wenko

Consideration to Approve



- Updates Section 22-57 to make it consistent with N.D. Century Code 12.1-31-03
- Identifies the age categories and what penalties apply
- Requires an individual 14 years of age but under 18 shall be guilty of an infraction and sent to juvenile court

ORDINANCE NO. 2026

AN ORDINANCE AMENDING AND RE-ENACTING SECTION 22-57 OF THE DICKINSON MUNICIPAL CODE, RELATING TO THE POSSESSION, PURCHASE, OR USE OF TOBACCO PRODUCTS BY AN INDIVIDUAL UNDER THE AGE OF 21 YEARS OF AGE

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

Section 1: Section 22-57 of the City Code of the City of Dickinson is hereby amended and re-enacted as follows:

Sec. 22-57. - Possession, purchase, or use of tobacco products by an individual under the age of 21 years prohibited.

- a) It is a noncriminal offense for an individual eighteen years of age or older but under twenty-one years of age, and an infraction for an individual fourteen years of age or older but under eighteen years of age, to purchase, possess, smoke, or use cigarettes, cigars, cigarette papers, snuff, tobacco in any other form in which it may be utilized for smoking or chewing, electronic smoking devices, or alternative nicotine products. However, an individual under twenty-one years of age may purchase and possess tobacco, electronic smoking devices, or alternative nicotine products as part of a compliance survey program when acting with the permission of the individual's parent or guardian and while acting under the supervision of any law enforcement authority. A state agency, city, county, board of health, tobacco, electronic smoking devices, or alternative nicotine products retailer, or association of tobacco, electronic smoking devices, or alternative nicotine products retailers may also conduct compliance surveys, after coordination with the appropriate local law enforcement authority.
- b) Subsections (a) does not apply to an individual under twenty-one years of age who possesses cigarettes, cigarette papers, cigars, snuff, tobacco in any other form in which it may be used for smoking or chewing, electronic smoking devices, or alternative nicotine products when required in the performance of the individual's duties as an employee. 4.
- c) It is a noncriminal offense for an individual under twenty-one years of age to present or offer to another individual a purported proof of age which is false, fraudulent, or not actually that individual's own proof of age, for the purpose of attempting to purchase or possess cigarettes, cigars, cigarette papers, snuff, tobacco in any other form in which it may be utilized for smoking or chewing, electronic smoking devices, or alternative nicotine products.

- (d) It is a noncriminal offense for an individual under twenty one years of age to purchase, possess, smoke, or use cigarettes, cigars, cigarette papers, snuff, tobacco in any other form in which it may be utilized for smoking or chewing, electronic smoking devices, or alternative nicotine products. However, an individual under eighteen years of age may purchase and possess tobacco, electronic smoking devices, or alternative nicotine products as part of a compliance survey program when acting with the permission of the individual's parent or guardian and while acting under the supervision of any law enforcement authority. A state agency, city, county, board of health, tobacco, electronic smoking devices, or alternative nicotine products retailer, or association of tobacco, electronic smoking or alternative nicotine products retailers may also conduct compliance surveys, after coordination with the appropriate local law enforcement authority.
- (e) It is a noncriminal offense for an individual twenty-one years of age to present or offer to another individual a purported proof of age which is false, fraudulent, or not actually the minor's own proof of age, for the purpose of attempting to purchase or possess cigarettes, cigars, cigarette papers, snuff, tobacco in any other form in which it may be utilized for smoking or chewing, electronic smoking devices, or alternative nicotine products.
- (f) It shall be a noncriminal offense for a minor to enter and remain in a smoke/vape shop as defined in Section 30-413. Any minor who has been cited for a violation of this section must pay a twenty-five dollar fee.
- (g) An individual fourteen years of age or older but under eighteen years of age found to have violated subsection (a) or (c) has committed an infraction and must be sent to juvenile court. Any minor 14 years of age or older who has been cited for a violation of Subsection (a) of this section must pay a fee of twenty-five dollars.
1. Any individual who has been cited for a violation of subsection (a) may appear before a court of competent jurisdiction and pay the fee by the time scheduled for a hearing, or if bond has been posted, may forfeit the bond by not appearing at the scheduled time. An individual appearing at the time scheduled in the citation may make a statement in explanation of that individual's action and the judge may waive, reduce, or suspend the fee or bond, or both. If the individual cited follows the procedures of this subdivision, that individual has admitted the violation and has waived the right to a hearing on the issue of commission of the violation. The bond required to secure appearance before the court must be identical to the fee. This subdivision does not allow a citing officer to receive the fee or bond.
 2. If an individual cited for a violation of subsection (a) does not choose to follow the procedures provided under subdivision 1, that individual may request a hearing on the issue of the commission of the violation cited. The hearing must be held at the time scheduled in the citation or at some future time, not to exceed ninety days later, set at that first appearance. At the time of a request for a hearing on the issue on commission of the violation, the individual cited shall deposit with the court an appearance bond equal to the fee for the violation cited.

3. The failure to post bond or to pay an assessed fee is punishable as a contempt of court, except a minor may not be imprisoned for the contempt.

- (h) The prosecution must prove the commission of a cited violation under Subsection (a) of this section by a preponderance of the evidence.
- (i) A law enforcement officer that cites a minor for violation of this section shall mail a notice of the violation to the parent or legal guardian of the minor within ten days of the citation.
- (j) A person adjudged guilty of contempt for failure to pay a fee or fine may be sentenced by the court to a sanction or order designed to ensure compliance with the payment of the fee or fine or to an alternative sentence or sanction including community service.

(Code 1993, § 25.06.020; Ord. No. 1234, § 2; Ord. No. 1495, § 1; Ord. No. 1689, § 4; Ord. No. 1724, § 6; Ord. No. 1773, § 1(25.06.020), 4-4-2023)

Section 4: Repeal of Ordinances in Conflict. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

Section 5: Severability. In the event any section of this Ordinance is held invalid by court of competent jurisdiction, the invalidity shall extend only to the section affected, and other sections of this Chapter shall continue in full force and effect.

Section 6: Effective Date: This Ordinance shall be in full force and effect on final passage.

Scott Decker, President
Board of City Commissioners

ATTEST

Dustin Dassinger, City Administrator

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

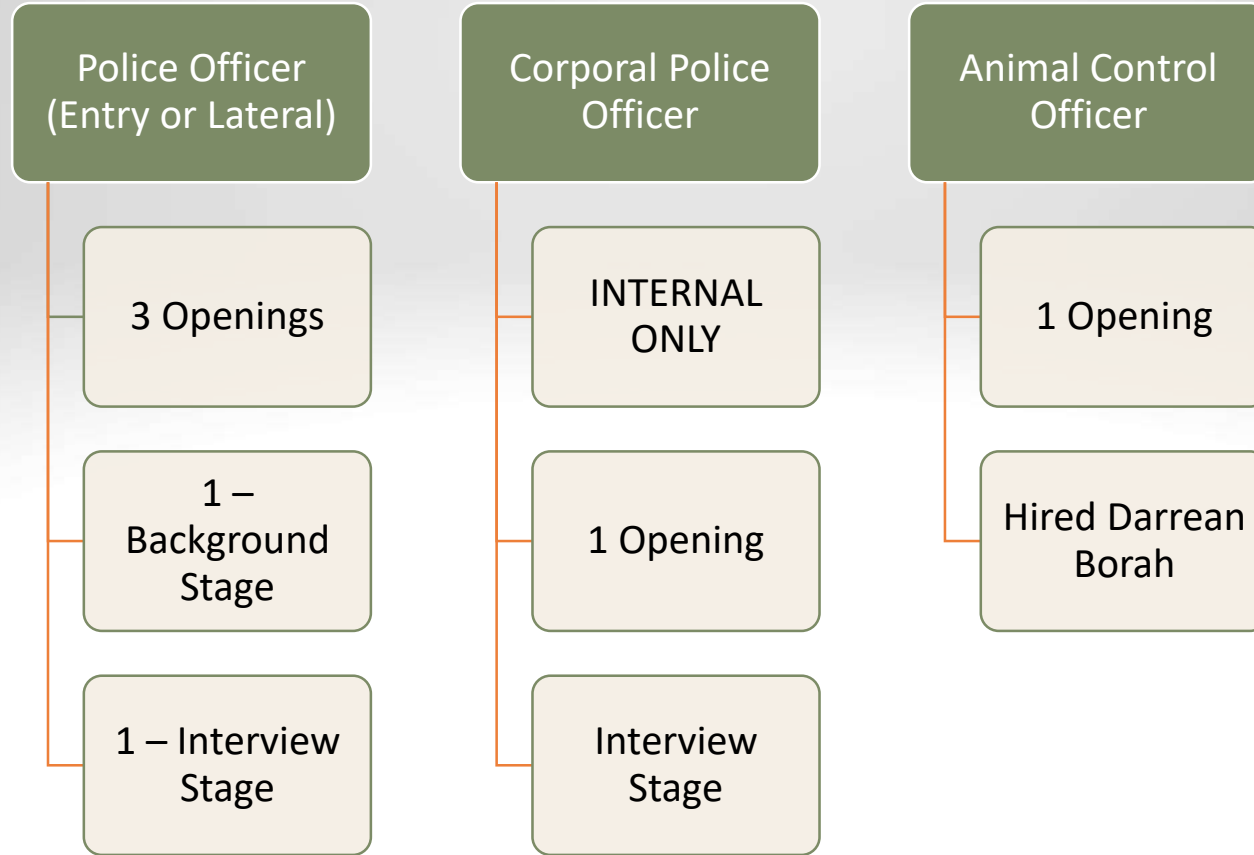
Human Resources Hiring Journal

Presented by: HR Director Nameniuk

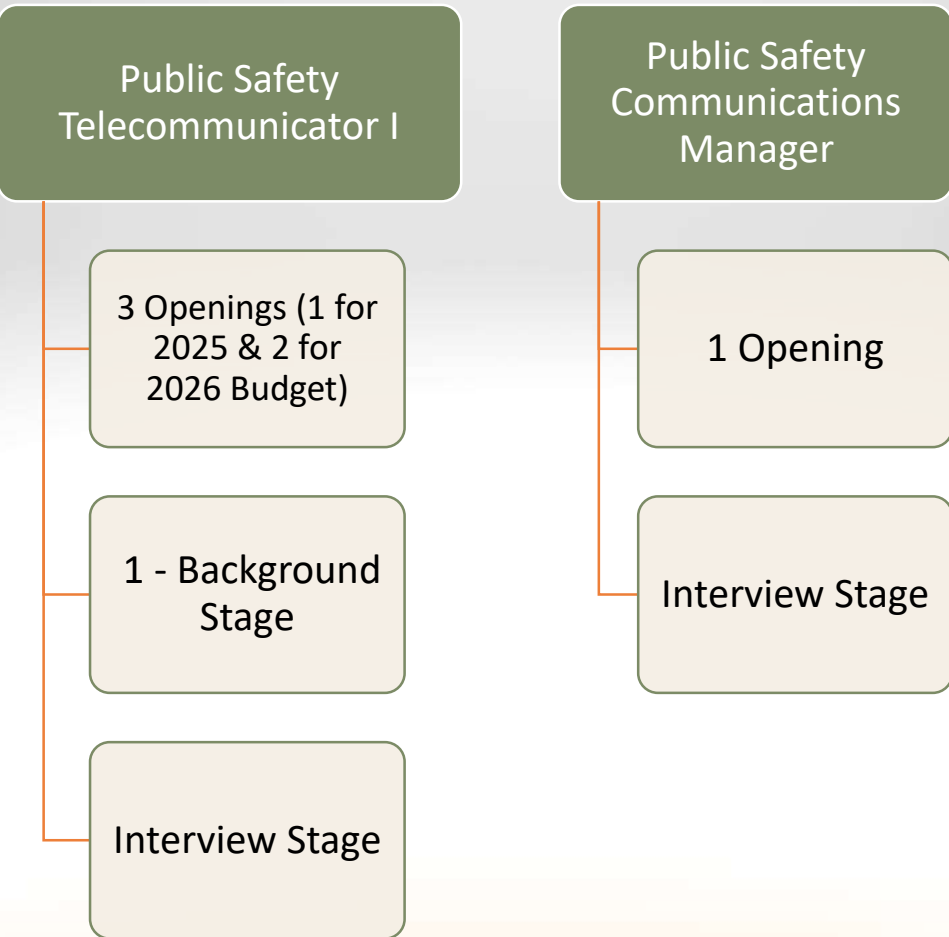
Updated as of May 14th, 2026



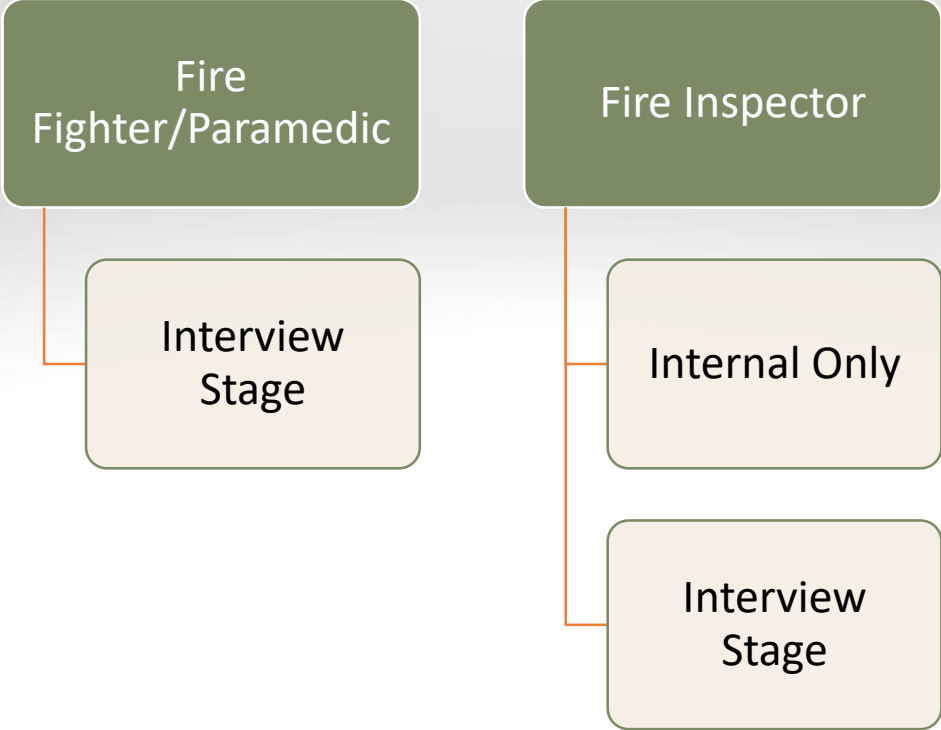
Police Department



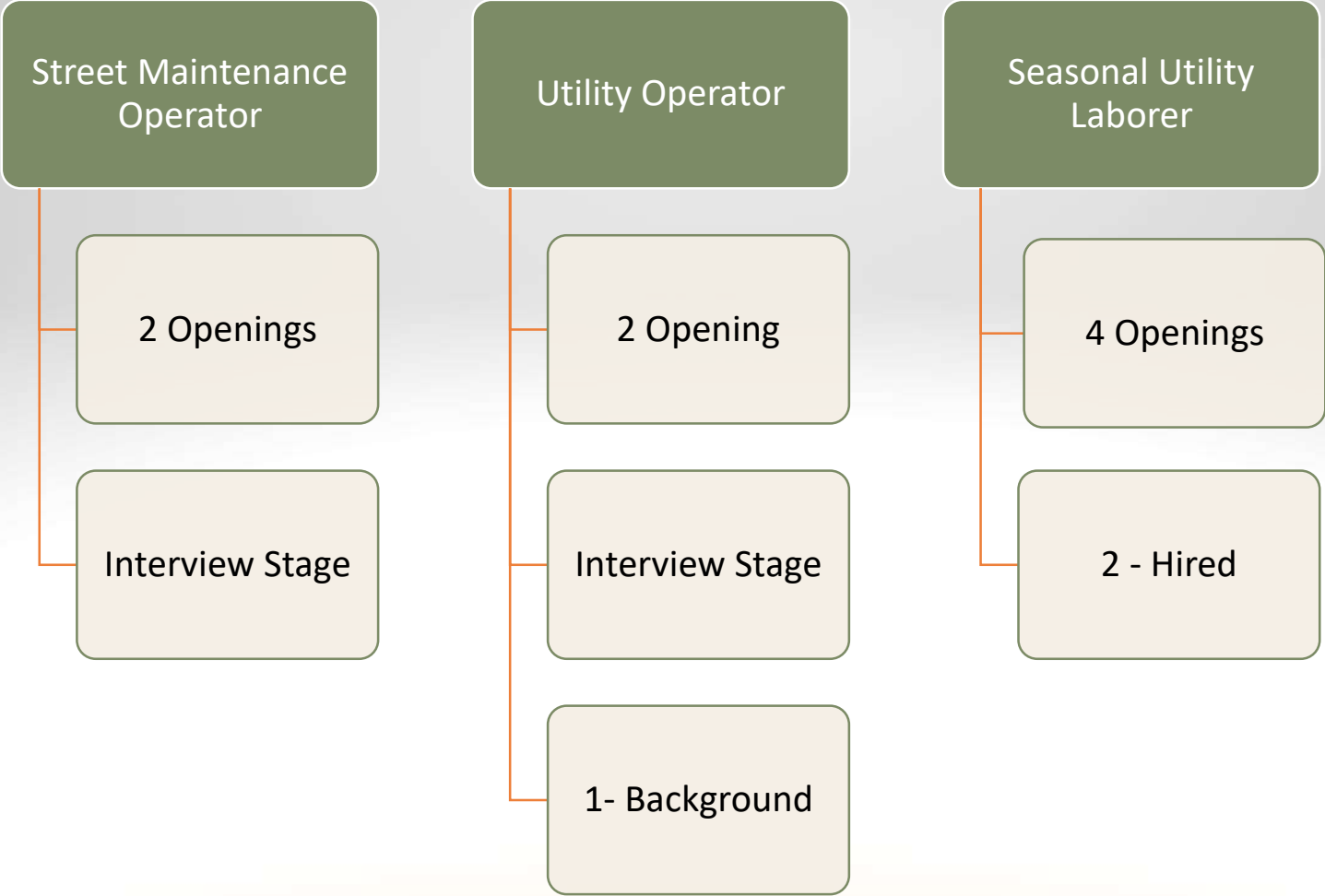
Police Department



Fire Department



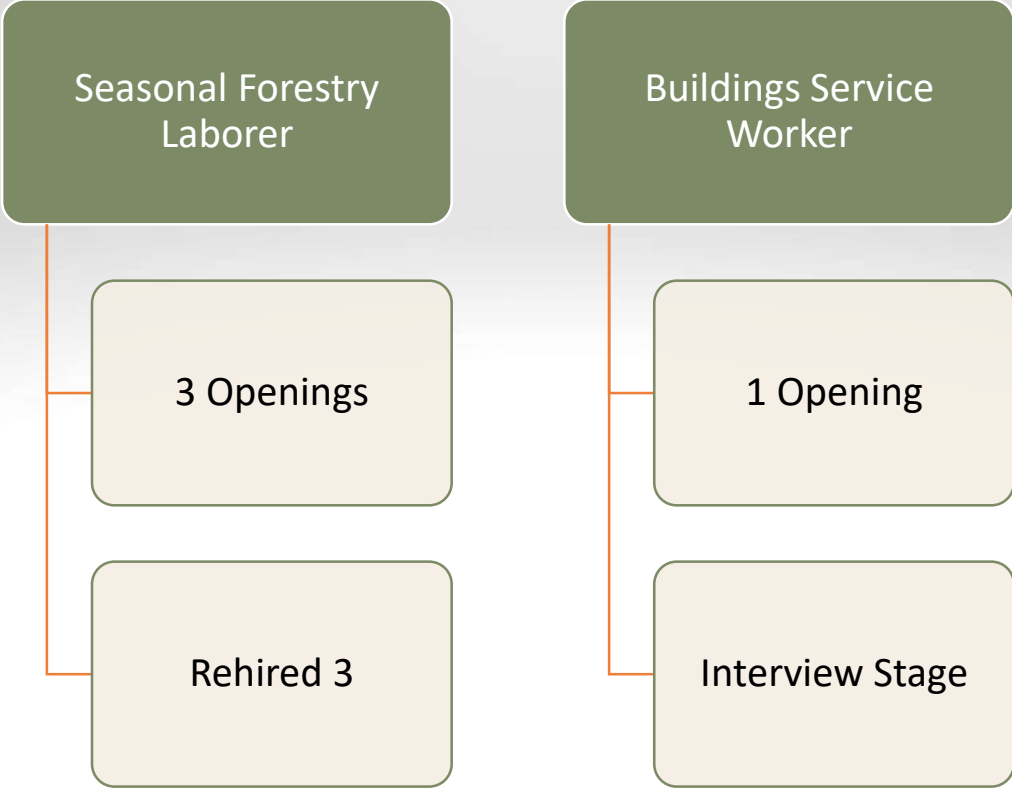
Public Works



Public Works



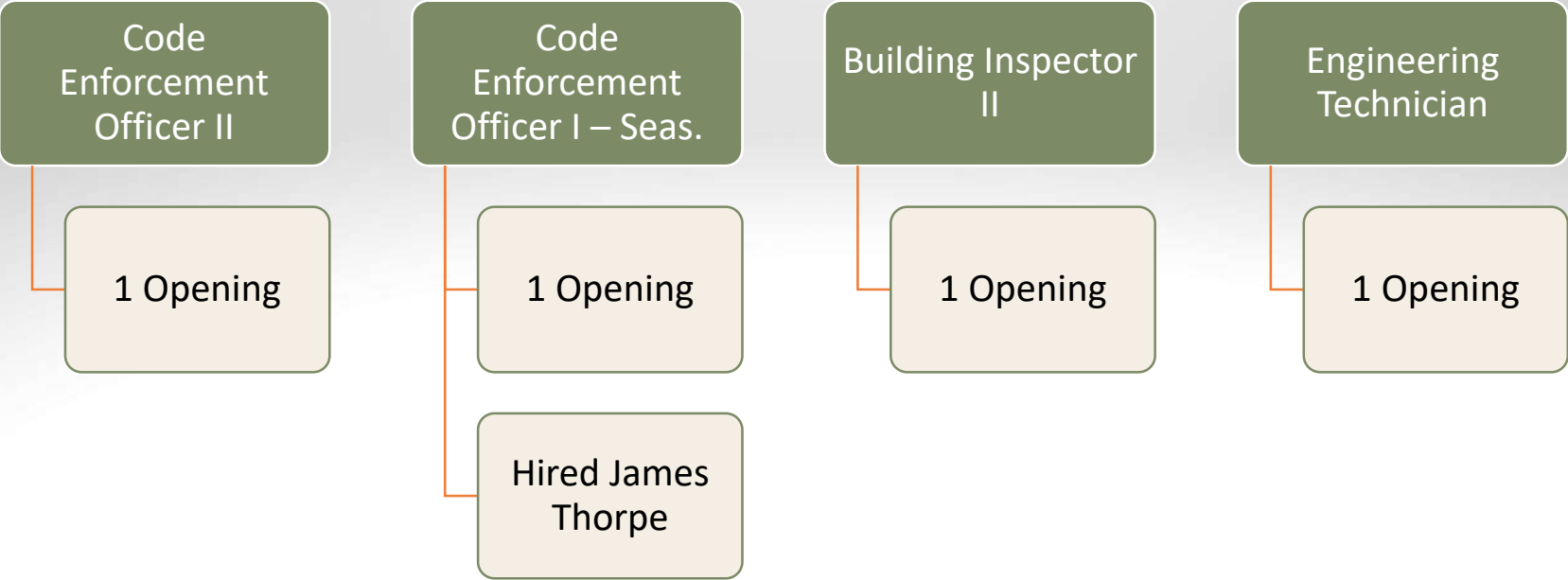
Public Works



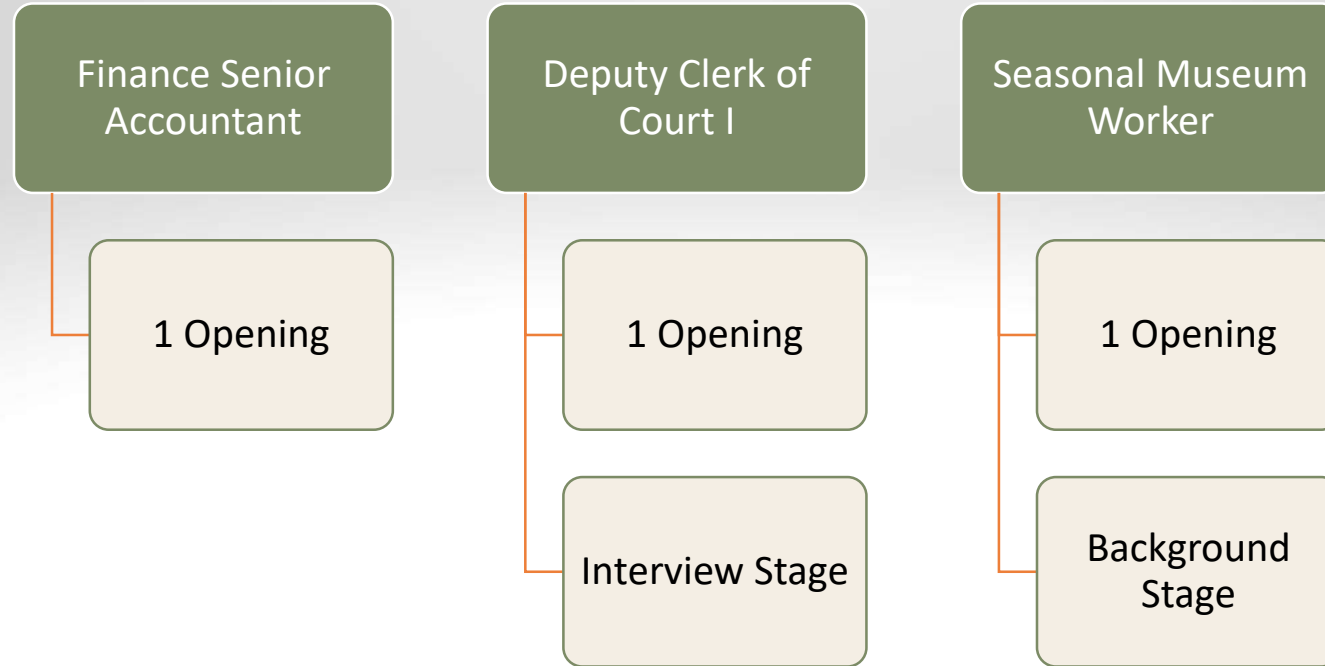
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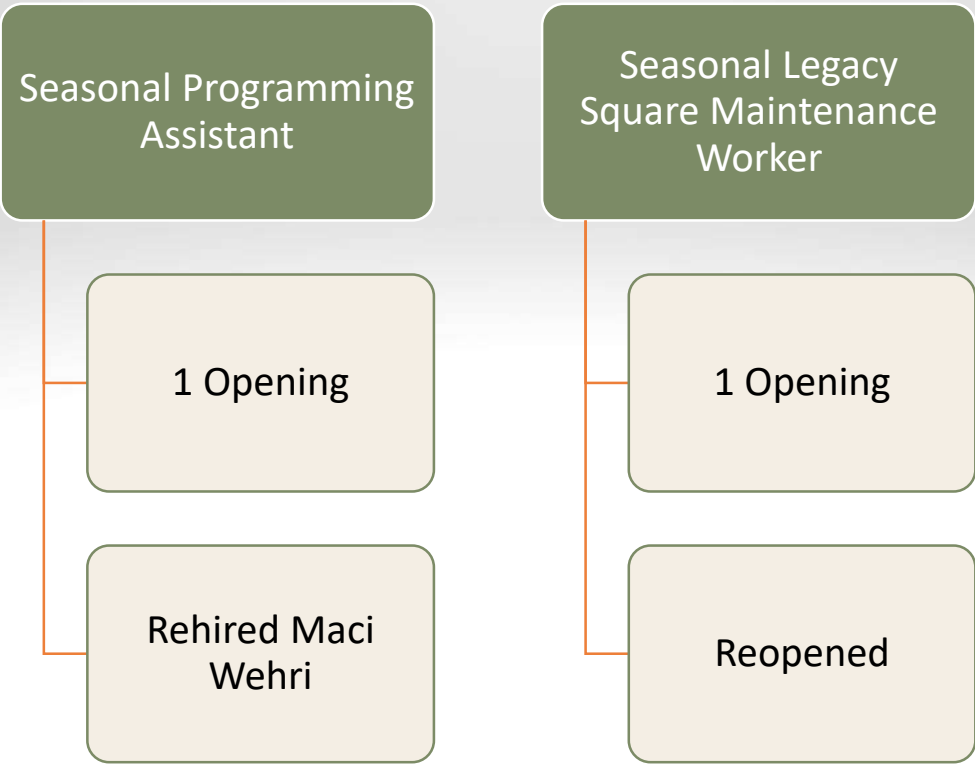
Engineering/Community Development



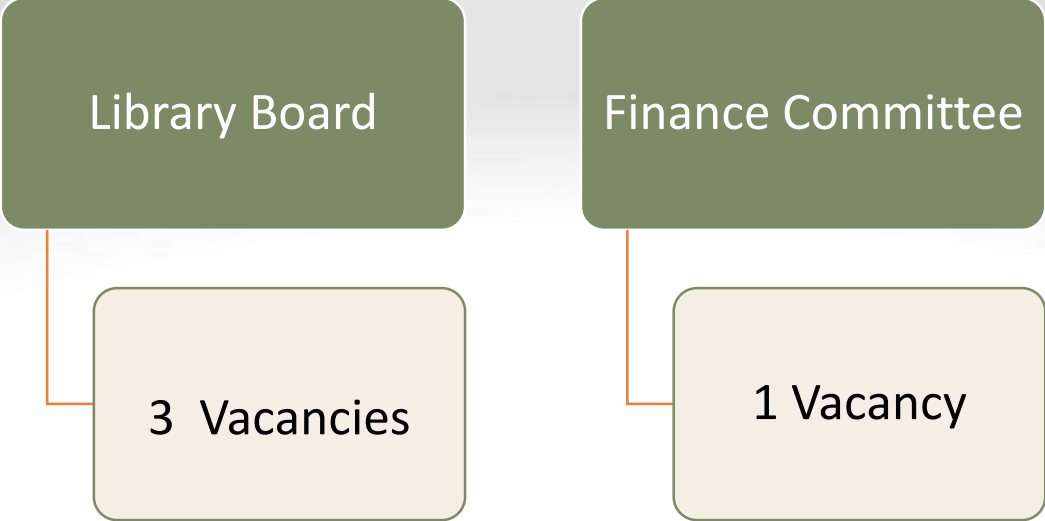
Finance - Municipal Court - Museum



Marketing/ Legacy Square



City Board Vacancies



Questions?

Req #	Hiring Journal - May											Updated on 5/12/2026
	Position	Date opened:	Date closed:	# of days position is/was open	total applicants:	# of disqualified apps:	# withdrawn apps:	# of interviews:	# of declined offers:	Hired:		
534	Police Officer (Lateral or Entry Level) (3 Openings)	3/3/2026	Until Filled		17	8	0	8	1	1 - Background Stage / 1 - Interview Stage		
540	Corporal Police Officer (INTERNAL ONLY)	4/1/2026	4/15/2026	14	4	0	0	4		Interview Stage		
518	Public Safety Telecommunicator 1 (2 Openings)	1/26/2026	2/9/2026	14	14	1	0	13	1	1- Background Stage		
547	Public Safety Telecommunicator 1 (3 Openings)	4/14/2026	5/5/2026	21	23	11		12		Interview Stage		
538	Public Safety Communication Manager	3/26/2026	4/20/2026	25						Interview Stage		
536	Animal Control Officer	3/10/2026	3/24/2026	14	8	3	1	4		Hired Darrean Borah		
549	Fire Fighter/Paramedic	4/23/2026	Until Filled		1	0	0	1		Interview Stage		
557	Fire Inspector (INTERNAL ONLY)	5/8/2026	5/13/2026	5								
539	Seasonal Museum Worker	3/31/2026	4/10/2026	10	9	1	2	6		1 - Background Stage		
523	Seasonal Buildings & Grounds (12 Openings)	2/5/2026	3/19/2026	42	24	8	7	9	0	11- Hired Cael Sell, Caleb Swisher, Aidan Cline, Adrien Calderon, Caleb Brossman, Kendra Burk, Jace Friesz, Joey McDermott, Nate Norby, Maddox Roberts, Connor Stanton		
555	Buildings & Grounds Operator	5/12/2026	5/26/2026	14								
553	Buildings Service Worker - Public Works	4/27/2026	5/11/2026	14	14					Interview Stage		
535	Seasonal Forestry Laborer	3/25/2026	4/6/2026	12	3	0	0	3	0	3 - Rehired / Cole Skabo, Riley Cline, Leon Larson		
543	Seasonal Solid Waste Support Operator	4/13/2026	4/20/2026	7	3	0	1	2	1	Dawson Baisch / 1 - Declined		
554	Solid Waste Operator	5/6/2026	5/20/2026	14								
529	Utility Operator	2/26/2026	3/26/2026	28	9	3	3	3		Offer Declined - Reopened		
544	Utility Operator (2 Openings)	4/13/2026	Until Filled		5	0	1	4		Offer/Background Stage		
525	Seasonal Utility Laborer (4 Openings)	2/23/2026	Until Filled		12	3	4	4	1	2-Rehired / Hudsen Grovom, Ryan Racht		
549	Seasonal Water Reclamation Support Operator	4/13/2026	5/4/2026	21	2	0	1	1	0	Hired Charles Larsen		
524	Seasonal Programming Assistant	2/23/2026	2/28/2026	5	4	0	0	4		Hired Maci Wehri		
551	Seasonal Legacy Square Maintenance Worker	4/27/2026	Until Filled		1	0	0			Reopened - Interview Stage		
545	Street Maintenance Operator (2 Openings)	4/13/2026	Until Filled		6	1	1	4	0	Interview Stage		
522	Code Enforcement Officer	3/10/2026	3/24/2026	14	15	11	1	2		No Offers Made - Reopened as Seasonal Position		
560	Code Enforcement Officer II	5/13/2026	6/3/2026	21								
542	Seasonal Code Enforcement Officer	4/14/2026	4/20/2026	6	2	0	0	2		Hired James Thorpe		
558	Building Inspector II	5/13/2026	6/3/2026	21								
556	Engineering Technician	5/8/2026	5/23/2026	15								
552	Deputy Clerk of Court I	4/28/2026	5/10/2026	12	19	9		10				
550	Finance Senior Accountant	4/23/2026	Until Filled		1							
541	Library Board (3 Vacancies)	4/7/2026	5/22/2026	45	5							
548	Finance Committee	5/1/2026	5/22/2026	21								

Section 3. Item H.



Financial Report
For the Period Ending
April 30th , 2026

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

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

2026 Budget Expenditures Recap

4/30/2026

	2026 Budget	2026 Actual	Variance	% Expended
General Fund*	29,058,610	8,901,273	20,157,337	30.6%
Special Revenue Funds				
1% Sales Tax	14,870,100	8,118,743	6,751,357	54.6%
1/2% Sales Tax	3,750,000	1,375,000	2,375,000	36.7%
Legacy Square Fund	521,900	191,960	329,940	36.8%
Cemetery Fund	186,750	35,996	150,754	19.3%
Future Fund	280,000	79,464	200,536	28.4%
Oil Impact Fund	24,792,000	17,791,678	7,000,322	71.8%
Hospitality Tax	1,873,500	398,500	1,475,000	21.3%
Highway Tax	1,100,000	275,000	825,000	25.0%
Urban Forestry/Downtown Streetscape	25,000	-	25,000	0.0%
EMS*	2,575,350	634,195	1,941,155	24.6%
Library*	1,441,650	444,612	997,038	30.8%
Interest Revenue Fund	2,235,000	532,513	1,702,487	23.8%
Debt Service Funds				
SRF Debt Service	5,700,000	-	5,700,000	0.0%
Enterprise/Proprietary Funds*				
Water	8,315,050	2,160,701	6,154,349	26.0%
Sewer	3,917,400	1,384,707	2,532,693	35.3%
Solid Waste	7,475,450	2,082,352	5,393,098	27.9%
Storm Water	276,450	218,632	57,818	79.1%
Wastewater Plant	3,932,250	954,445	2,977,805	24.3%
Fleet (Internal Service)	1,505,450	411,253	1,094,197	27.3%
Totals	113,831,910	45,991,025	67,840,885	40.4%

*Not including interfund transfers

City of Dickinson, North Dakota

Schedule of Fund Activity As of April 30 2026

FUNDS	Fund Balance 1/1/2026	Revenues And Other Sources	Transfer In	Transfer Out	Expenditures And Other Uses	Fund Balance 4/30/2026
Total General Fund:	\$6,805,715	\$5,787,080	\$4,677,408	\$1,224,160	\$7,846,100	\$8,199,944
<u>Special Revenue Funds</u>						
1% City Sales Tax	\$16,179,690	\$1,847,434	\$0	\$7,533,100	\$585,643	\$9,908,380
1/2% City Sales Tax	\$2,663,233	\$923,717	\$0	\$625,000	\$750,000	\$2,211,950
Legacy Square Fund	\$146,912	\$0	\$62,500	\$0	\$191,960	\$17,451
Cemetery	\$270,703	\$92,750	\$0	\$0	\$35,996	\$327,457
Youth Commission	\$438	\$5,000	\$0	\$0	\$685	\$4,753
Future Fund	\$6,764,083	\$53,728	\$0	\$70,000	\$9,464	\$6,738,347
Oil & Gas Production	\$9,437,253	\$3,554,917	\$0	\$17,790,000	\$1,678	(\$4,799,508)
Hospitality Tax	\$1,699,661	\$287,552	\$0	\$375,000	\$23,500	\$1,588,713
Highway Tax	\$149,878	\$340,269	\$0	\$275,000	\$0	\$215,146
Downtown Streetscape	\$56,228	\$0	\$0	\$0	\$0	\$56,228
PD Special Revenue/Grant Fund	\$656,685	\$15,230	\$0	\$0	\$232,685	\$439,230
Federal Grants - ARPA	\$636,431	\$0	\$0	\$0	\$125,043	\$511,388
Fire Special Revenue	\$847,859	\$992	\$0	\$0	\$2,262	\$846,590
EMS Special Revenue	-	\$654,755	\$0	\$21,250	\$634,195	(\$690)
Museum Special Revenue	\$37,080	(\$14,997)	\$0	\$0	\$8,803	\$13,280
Library	\$138,407	\$803,268	\$0	\$2,250	\$444,709	\$494,716
Total Special Revenue Funds:	\$39,684,540	\$8,564,615	\$62,500	\$26,691,600	\$3,046,624	\$18,573,431
<u>Debt Service Funds</u>						
SRF Debt Service	-	\$0	\$0	\$0	\$0	\$0
Total Debt Service Funds:	\$0	\$0	\$0	\$0	\$0	\$0
<u>Capital Projects Funds</u>						
Impact Fee Capital Projects	\$503,651	\$187,152	\$0	\$0	\$0	\$690,804
Sidewalk Construction	\$55,797	\$28,350	\$100,000	\$0	\$13,214	\$170,933
Trails Construction	\$1,582,408	\$0	\$0	\$1,582,408	\$0	\$0
Annual Street Projects	\$3,874,796	\$417,171	\$12,290,600	\$0	\$488,457	\$16,094,110
General Capital Projects	-	\$0	\$11,155,000	\$0	\$1,943,605	\$9,211,395
Total Capital Projects Funds:	\$6,016,652	\$632,674	\$23,545,600	\$1,582,408	\$2,445,276	\$26,167,242
<u>Enterprise Funds</u>						
Water Distribution 600	\$626,216	\$0	\$0	\$0	\$0	\$626,216
Water Distribution 601	\$45,566,425	\$1,984,161	\$220,000	\$12,775	\$2,160,701	\$45,597,110
Wastewater	\$14,196,514	\$910,322	\$5,000,000	\$313,825	\$1,384,707	\$18,408,304
Solid Waste Utility	\$6,286,721	\$1,977,208	\$0	\$259,100	\$1,978,302	\$6,026,527
Storm Water	\$3,041,779	\$104,961	\$245,000	\$2,313	\$218,632	\$3,170,795
Wastewater Treatment Plant	\$38,245,991	\$670,474	\$300,000	\$5,008,750	\$954,445	\$33,253,270
Total Enterprise Funds:	\$107,963,645	\$5,647,126	\$5,765,000	\$5,596,763	\$6,696,787	\$107,082,222
<u>Internal Service Funds</u>						
Fleet	\$337,993	\$0	\$376,363	\$0	\$411,253	\$303,102
Total Internal Service Funds:	\$337,993	\$0	\$376,363	\$0	\$411,253	\$303,102

Trust and Agency Funds:

Section 3. Item I.

Agency Funds

NSF Checks-Recovery	(\$1,454)	(\$443)	\$0	\$0	\$0	(\$1,896)
Suspense	-	\$0	\$0	\$0	\$0	\$0
Motor Vehicle in Transit	\$332,078	\$3,769,872	\$0	\$0	\$3,945,781	\$156,169
General Transit	\$83,598	\$1,258,469	\$0	\$0	\$1,304,355	\$37,712
Interest Revenue	\$2,605,981	\$528,776	\$0	\$500,000	\$32,513	\$2,602,244
Occupancy Tax	\$37,150	\$88,843	\$0	\$0	\$125,993	(\$0)
Emergency Shelter Grant	\$15,065	\$29,535	\$0	\$0	\$44,600	\$0
SWNTF Transit	(\$1,389)	\$107,036	\$0	\$0	\$105,468	\$179
Total Agency Funds:	\$3,071,030	\$5,782,088	\$0	\$500,000	\$5,558,709	\$2,794,409

Pension Trust Funds

City Pension	\$7,967,267	\$416,793	\$698,020	\$0	\$809,285	\$8,272,795
Police Pension	\$8,427,075	\$435,907	\$459,620	\$0	\$186,164	\$9,136,438
Volunteer Fire Dept	\$480,413	\$23,624	\$10,420	\$0	\$6,324	\$508,133
OPEB	\$689,500	\$1,317	\$0	\$0	\$4,533	\$686,284
Total Pension Trust Funds:	\$17,564,255	\$877,641	\$1,168,060	\$0	\$1,006,306	\$18,603,650
Total Trust and Agency Funds	\$20,635,285	\$6,659,728	\$1,168,060	\$500,000	\$6,565,015	\$21,398,059

Total All Funds:	\$181,443,830	\$27,291,224	\$35,594,930	\$35,594,930	\$27,011,055	\$181,724,000
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SALES TAX REVENUES

1% Sales Tax								
	2020	2021	2022	2023	2024	2025	2026	Increase (Decrease) over prior year
January	576,989	443,415	479,035	597,446	490,171	748,670	879,932	131,262
February	615,580	393,184	675,922	757,033	900,175	732,809	649,665	(83,144)
March	345,175	449,633	433,558	576,217	466,764	533,945	521,021	(12,924)
April	505,251	485,343	419,590	551,078	327,069	520,186	676,747	156,561
May	505,989	514,562	428,195	464,675	758,666	608,598		(608,598)
June	324,748	353,963	583,886	686,093	568,198	535,617		(535,617)
July	584,979	607,274	581,266	602,935	402,293	690,245		(690,245)
August	527,075	568,420	569,164	707,353	905,929	712,799		(712,799)
September	494,819	523,865	751,171	627,308	577,910	489,081		(489,081)
October	490,122	512,572	677,176	439,305	677,393	824,382		(824,382)
November	472,033	447,706	553,059	858,479	706,865	760,122		(760,122)
December	491,566	634,101	597,838	589,994	577,793	479,617		(479,617)
Totals	5,934,326	5,934,039	6,749,860	7,457,917	7,359,227	7,636,071	2,727,366	(4,908,705)

1/2% Sales Tax								
	2020	2021	2022	2023	2024	2025	2026	Increase (Decrease) over prior year
January	288,495	221,707	239,517	298,723	245,085	374,335	439,966	65,631
February	307,790	196,592	337,961	378,517	450,088	366,405	324,833	(41,572)
March	172,588	224,817	216,779	288,109	233,382	266,972	260,511	(6,461)
April	252,626	242,671	209,795	275,539	163,534	260,093	338,374	78,281
May	252,994	257,281	214,097	232,338	379,333	304,299		(304,299)
June	162,374	176,981	291,943	343,047	284,099	267,808		(267,808)
July	292,490	303,637	290,633	301,468	201,147	345,122		(345,122)
August	263,538	284,210	284,582	353,676	452,964	356,399		(356,399)
September	247,409	261,933	375,585	313,654	288,955	244,540		(244,540)
October	245,061	256,286	338,588	219,652	338,696	412,191		(412,191)
November	236,016	223,853	276,530	429,239	353,433	380,061		(380,061)
December	245,783	317,051	298,919	294,997	288,897	239,808		(239,808)
Totals	2,967,163	2,967,019	3,374,930	3,728,959	3,679,613	3,818,034	1,363,683	(2,454,351)

Total 1 1/2% Sales Tax								
	2020	2021	2022	2023	2024	2025	2026	Increase (Decrease) over prior year
January	865,484	665,122	718,552	896,169	735,256	1,123,005	1,319,897	196,892
February	923,369	589,775	1,013,883	1,135,550	1,350,263	1,099,214	974,498	(124,716)
March	517,763	674,450	650,337	864,326	700,146	800,917	781,532	(19,385)
April	757,877	728,014	629,384	826,618	490,603	780,279	1,015,121	234,842
May	758,983	771,843	642,292	697,013	1,138,000	912,897		(912,897)
June	487,122	530,944	875,829	1,029,140	852,297	803,425		(803,425)
July	877,469	910,911	871,899	904,403	603,440	1,035,367		(1,035,367)
August	790,613	852,630	853,747	1,061,029	1,358,893	1,069,198		(1,069,198)
September	742,228	785,798	1,126,756	940,962	866,865	733,621		(733,621)
October	735,183	768,859	1,015,764	658,957	1,016,089	1,236,573		(1,236,573)
November	708,049	671,559	829,589	1,287,718	1,060,298	1,140,184		(1,140,184)
December	737,349	951,152	896,757	884,991	866,690	719,425		(719,425)
Totals	8,901,489	8,901,058	10,124,790	11,186,876	11,038,840	11,454,104	4,091,048	(7,363,056)

STATE TAX REVENUES

Hospitality Tax

	2020	2021	2022	2023	2024	2025	2026	Increase (Decrease) over prior year
January	82,427	69,011	69,822	80,993	88,784	100,152	109,186	9,034
February	84,166	49,803	87,549	81,937	99,849	100,097	102,370	2,273
March	63,859	60,667	67,154	77,037	93,600	89,347	84,837	(4,510)
April	78,972	70,912	67,428	75,191	72,256	78,154	100,345	22,191
May	63,745	72,352	52,278	78,429	96,639	95,740		(95,740)
June	41,043	52,463	93,769	98,201	95,785	104,383		(104,383)
July	82,172	96,721	84,616	82,918	95,858	105,394		(105,394)
August	88,496	86,150	83,828	105,902	128,769	119,849		(119,849)
September	77,004	110,621	116,475	132,380	119,075	108,000		(108,000)
October	92,454	91,040	110,248	95,499	118,060	136,334		(136,334)
November	76,605	72,803	68,209	135,220	123,234	118,358		(118,358)
December	82,554	92,104	90,254	100,718	178,963	92,573		(92,573)
Totals	913,497	924,646	991,630	1,144,425	1,310,871	1,248,381	396,738	(851,643)

Occupancy Tax

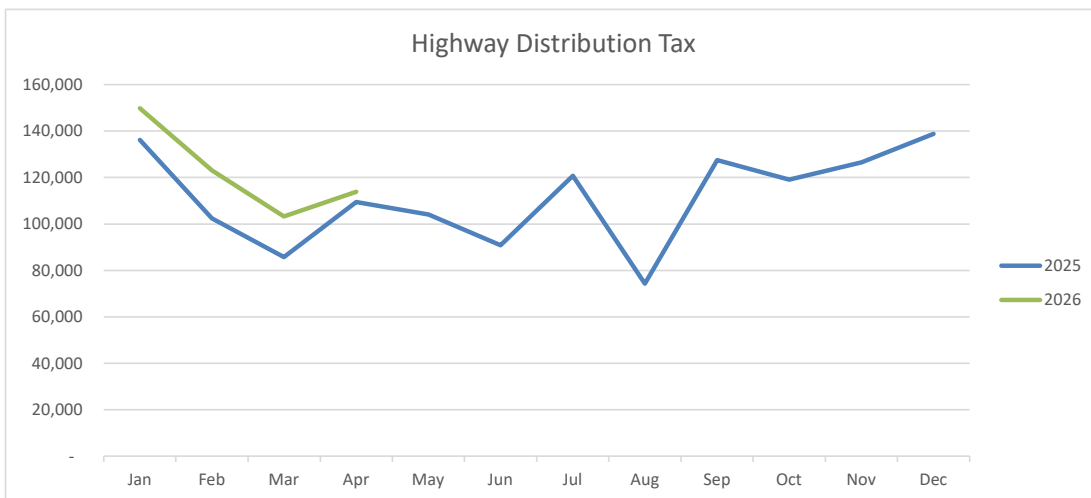
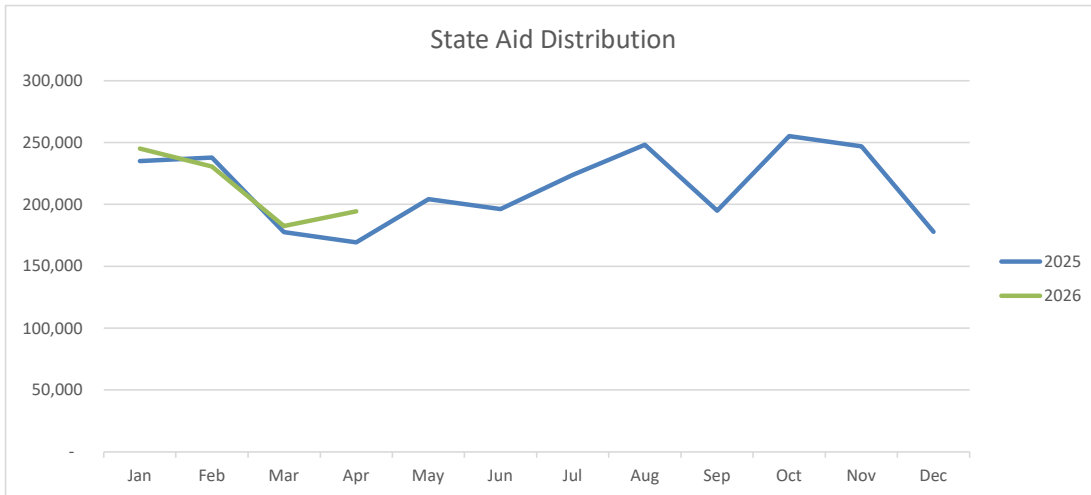
	2020	2021	2022	2023	2024	2025	2026	Increase (Decrease) over prior year
January	23,209	19,645	22,427	25,873	24,170	26,461	28,006	1,545
February	22,931	14,115	20,959	22,081	25,243	27,075	23,436	(3,639)
March	11,847	9,806	14,433	16,097	22,895	22,512	16,644	(5,868)
April	22,041	14,038	18,074	20,706	15,177	12,809	21,203	8,394
May	19,237	16,205	17,314	27,617	23,675	26,052		(26,052)
June	12,864	12,547	21,977	27,036	25,171	33,032		(33,032)
July	12,496	26,474	26,169	26,015	37,477	28,244		(28,244)
August	27,268	50,105	44,182	46,969	54,476	56,545		(56,545)
September	28,500	43,337	49,032	80,411	59,112	54,665		(54,665)
October	33,627	37,659	61,186	40,325	60,919	46,405		(46,405)
November	29,306	52,810	41,071	69,271	61,116	65,525		(65,525)
December	22,353	27,311	31,290	35,647	61,436	37,337		(37,337)
Totals	265,679	324,053	368,116	438,047	470,867	436,661	89,290	(347,372)

Oil Impact Fund

	2020	2021	2022	2023	2024	2025	2026	Increase (Decrease) over prior year
January	1,173,219	906,718	1,299,165	1,379,453	1,582,335	1,373,620	1,377,625	4,005
February	1,221,034	974,729	1,181,038	1,192,840	1,396,215	1,358,749	1,283,771	(74,978)
March	1,143,847	999,254	1,314,748	1,246,296	1,369,677	1,360,173	1,324,503	(35,670)
April	1,016,645	991,918	1,290,101	1,230,965	1,304,302	1,239,637	1,298,598	58,961
May	792,116	1,086,395	1,582,042	1,254,441	1,513,616	1,277,099		(1,277,099)
June	622,710	1,071,391	1,321,182	1,223,107	1,486,384	1,225,899		(1,225,899)
July	623,428	1,106,206	1,423,884	1,244,544	1,379,645	1,201,068		(1,201,068)
August	739,585	1,119,185	1,648,644	1,202,366	1,431,833	1,247,344		(1,247,344)
September	1,219,797	1,590,051	1,932,473	1,783,432	1,853,803	1,932,637		(1,932,637)
October	907,805	1,174,502	1,498,774	1,509,862	1,490,675	1,471,042		(1,471,042)
November	896,826	1,205,340	1,407,431	1,669,712	1,373,758	1,384,546		(1,384,546)
December	890,316	1,291,108	1,403,773	1,628,239	1,336,125	1,402,366		(1,402,366)
Totals	11,247,328	13,516,796	17,303,256	16,565,258	17,518,368	16,474,181	5,284,496	(11,189,684)

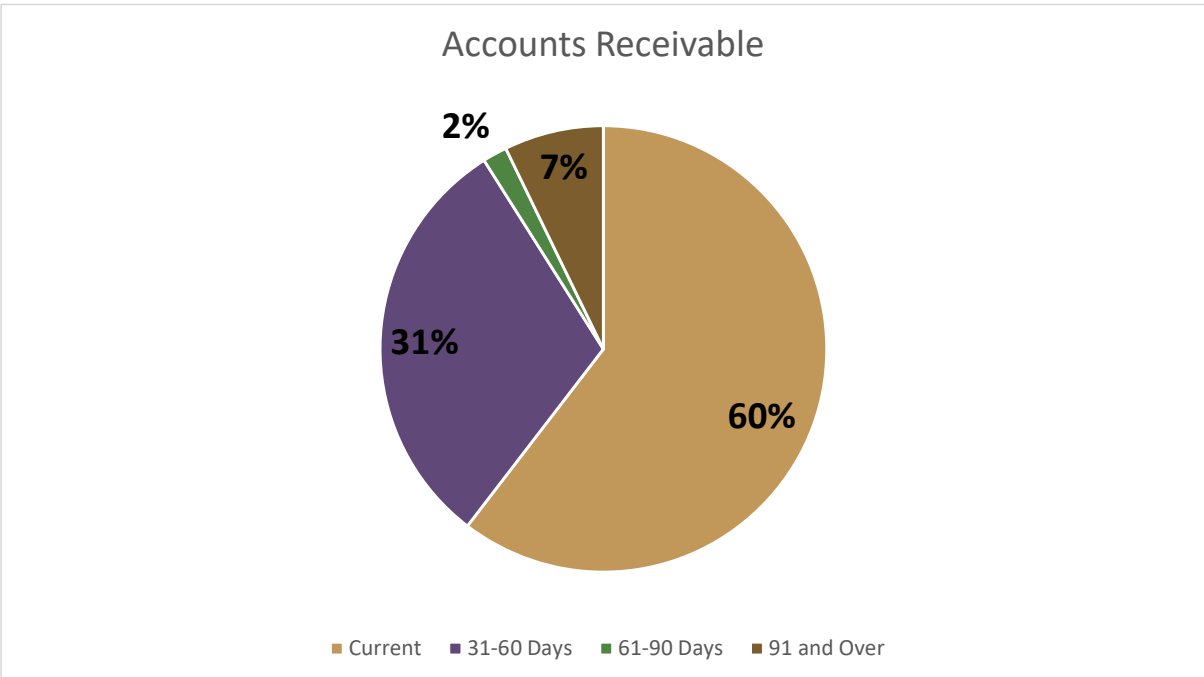
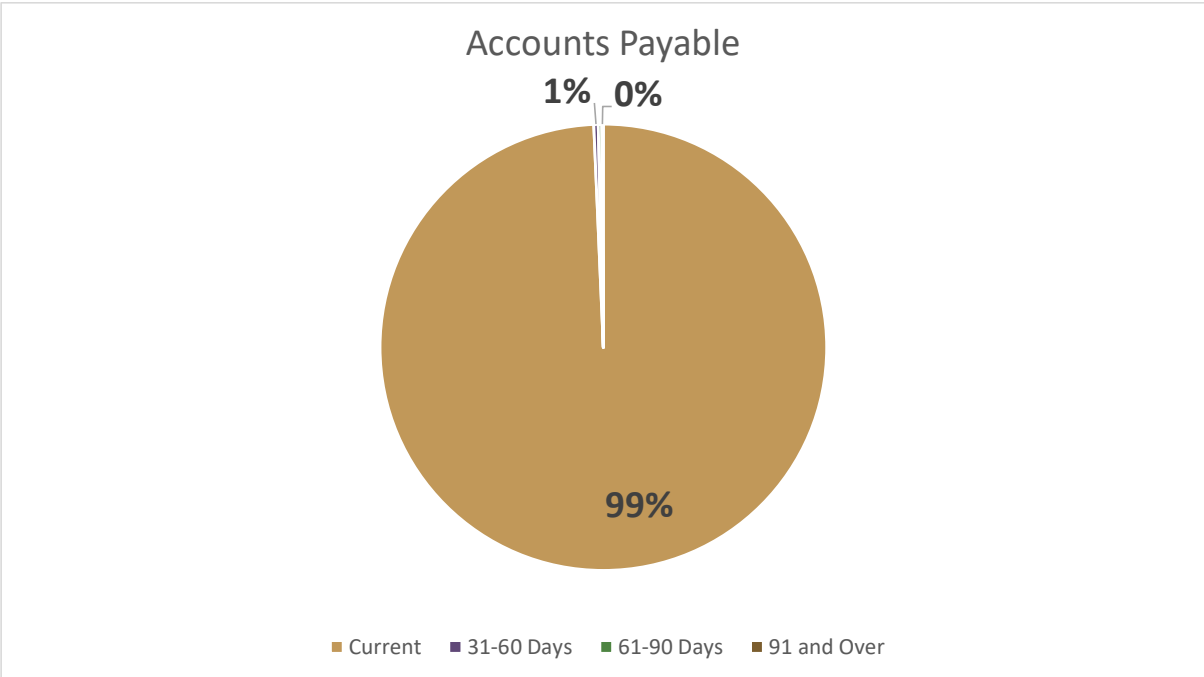
INTERGOVERNMENTAL REVENUES

State Aid Distribution			Highway Distribution Tax			Other Misc Revenue		
	2025	2026		2025	2026		2025	2026
Jan	235,055	245,186	Jan	136,267	149,878	Jan	-	10,893
Feb	237,726	230,631	Feb	102,390	123,193	Feb	-	11,836
Mar	177,705	182,479	Mar	85,818	103,282	Mar	-	9,460
Apr	169,302	194,559	Apr	109,403	113,793	Apr	-	10,786
May	204,365		May	104,082		May	11,138	
Jun	196,280		Jun	90,901		Jun	17,316	
Jul	223,790		Jul	120,795		Jul	-	
Aug	248,266		Aug	74,369		Aug	418,007	
Sep	194,922		Sep	127,526		Sep	10,154	
Oct	255,102		Oct	119,125		Oct	11,082	
Nov	246,852		Nov	126,477		Nov	11,579	
Dec	177,862		Dec	138,769		Dec	29,369	
Totals	2,567,227	852,855	Totals	1,335,921	490,146	Totals	508,645	42,975



Aged Trial Balance Summary 4/30/2026

Summary	Current	31-60 Days	61-90 Days	91 and Over	Total
Accounts Payable	\$ 859,859	\$ 2,846	\$ 2,055	\$ 1,001	\$ 865,761
Accounts Receivable	\$ 389,795	\$ 197,328	\$ 11,352	\$ 46,500	\$ 644,975



Utility Revenue Summary

Thru 4/30/2026

	2022	2023	2024	2025	2026	Increase (Decrease) over prior year
Water						
Consumption	5,357,972	5,346,827	5,994,452	6,463,960	1,358,013	(5,105,947)
Meter Charges	1,154,095	1,142,569	1,149,669	1,274,553	412,215	(862,339)
Flat Rate Wells	1,080	1,070	1,055	1,047	343	(704)
Labor Sales & Service	360	510	645	794	120	(674)
Connection Fees	158,153	187,700	197,750	178,025	50,600	(127,425)
Meter Sales & Repairs	-	-	-	1,926	1,045	(881)
Bad Debts Recovered	9,078	18,333	14,570	14,404	8,452	(5,951)
Water Vendor	30,621	23,386	23,750	28,428	5,227	(23,200)
Other Misc Revenue	41,581	26,855	26,049	41,488	148,145	106,657
Sewer						
Consumption	1,348,383	1,329,525	1,462,799	2,037,362	51,042	(1,986,320)
Meter Charges	1,543,413	1,527,970	1,537,038	1,704,088	553,050	(1,151,038)
Flat Rate Wells	5,400	5,352	5,277	5,234	394	(4,840)
Connection Fees	81,800	236,750	94,387	149,500	24,100	(125,400)
Septage Receiving Station	31,992	64,116	68,045	55,049	12,679	(42,370)
Other Misc Revenue	836,442	827,031	889,464	271,029	76,884	(194,146)
Contracted Base Rate	-	-	-	480,433	192,173	(288,260)
Solid Waste						
Utility Billing	1,576,222	1,585,175	1,916,324	1,931,086	629,168	(1,301,918)
Commercial Landfill	1,007,974	848,730	922,888	915,857	276,184	(639,673)
Gate Receipts	539,687	684,955	687,096	827,225	204,143	(623,082)
UB Commercial Service	1,484,111	1,646,760	2,021,679	2,143,469	726,420	(1,417,049)
Commercial Container Rent	177,291	220,416	217,578	265,106	75,803	(189,303)
Other Misc Revenue	175,707	175,758	182,341	191,115	51,367	(139,748)
Recycle Income	136,052	71,322	97,828	617,853	14,140	(603,712)
General Fund						
Street Light Utility	394,167	389,410	391,558	394,422	127,898	(266,524)
Storm Water						
Utility Billing	317,917	314,553	316,618	318,834	103,411	(215,423)
Other Misc Revenue	-	14,154	9,998	6,878	1,550	(5,328)
Waste Water Treatment Plant						
Consumption	-	-	-	231,814	558,189	326,374
Flat Rate Wells	-	-	-	-	1,320	1,320
Wastewater Reuse	257,474	240,795	467,436	354,430	110,965	(243,465)
Other Misc Revenue	-	-	-	50,000	-	(50,000)
Total	16,666,973	16,930,023	18,696,294	20,955,408	5,775,043	(15,180,365)

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

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

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

Monthly Financial Report

Presented by: Deputy Finance Director, Greenwood

April 2026



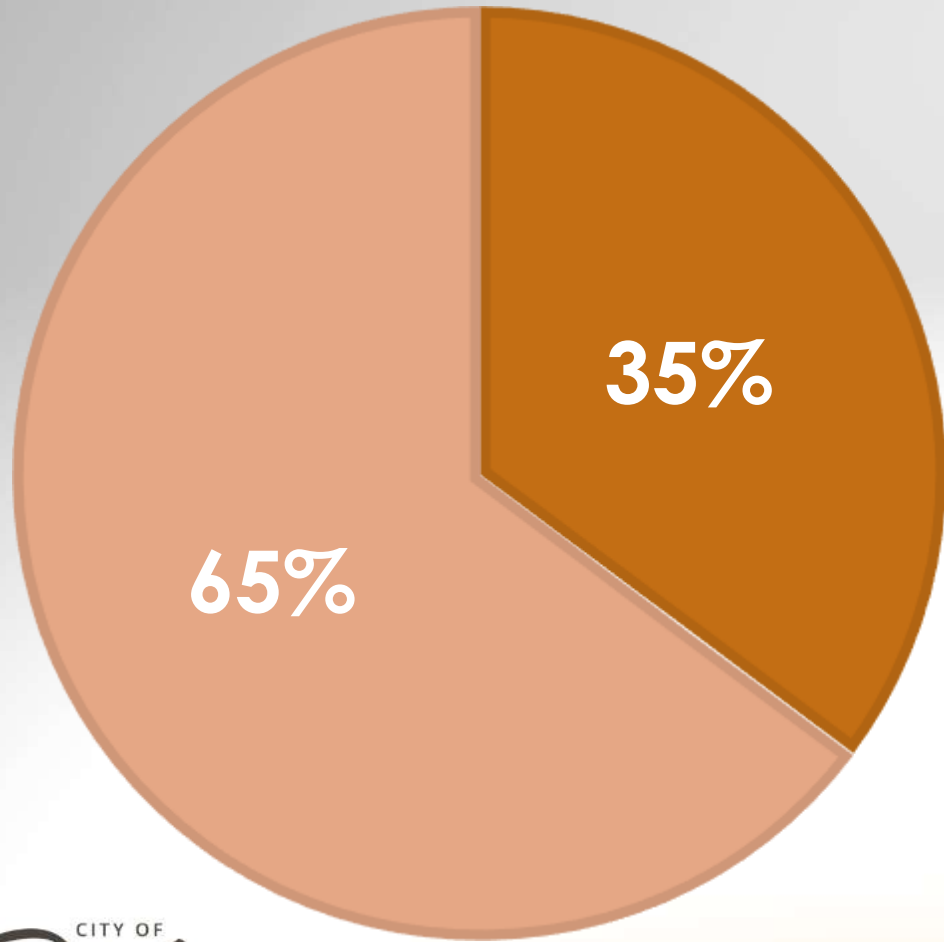
General Fund Statement of Fund Activity

FUNDS	Fund Balance 1/1/2026	Revenues & Other Sources	Transfers In	Transfers Out	Expenditures & Other Uses	Fund Balance 4/30/2026
<u>General Fund:</u>	\$ 6,805,715	\$ 5,787,080	\$ 4,677,408	\$ 1,224,160	\$ 7,846,100	\$ 8,199,944



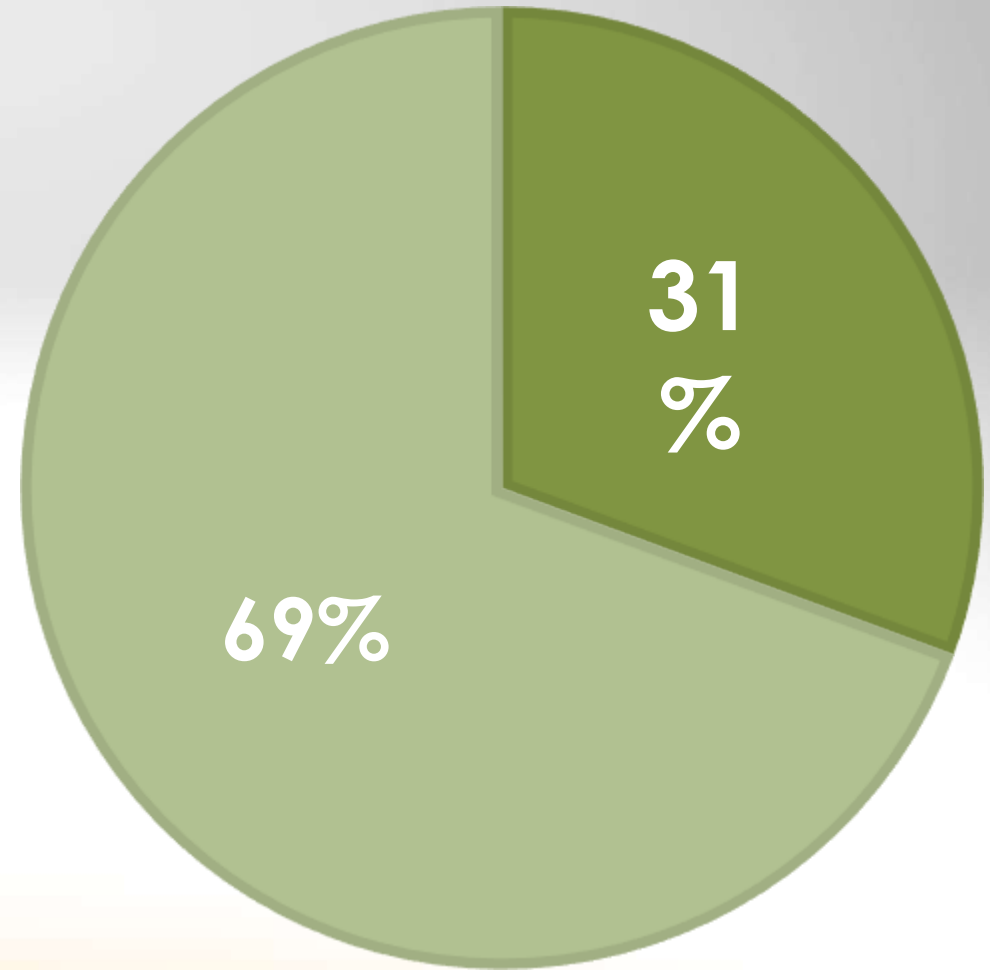
GENERAL FUND REVENUE

■ Collected ■ Remaining



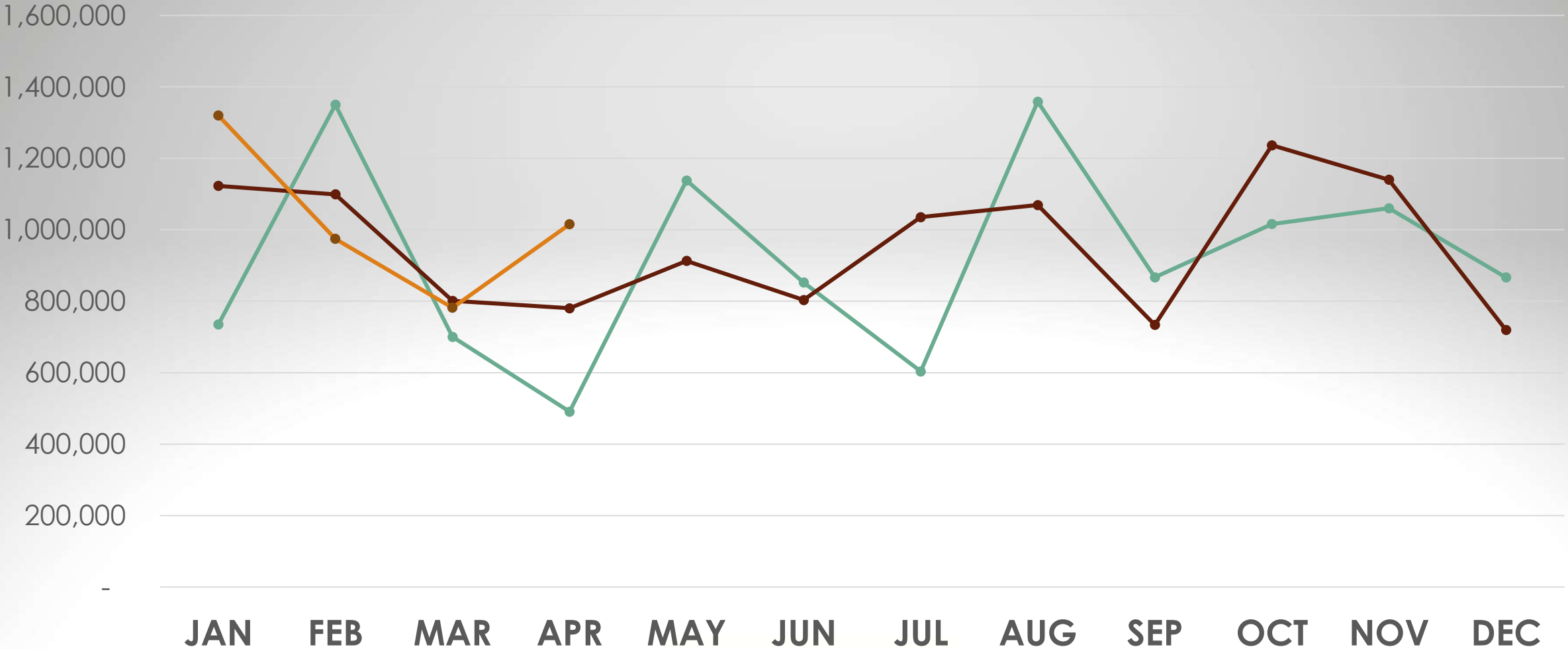
GENERAL FUND EXPENSES

■ Expended ■ Remaining



1 ½% Sales Tax Monthly Breakdown

Section 3. Item 1.

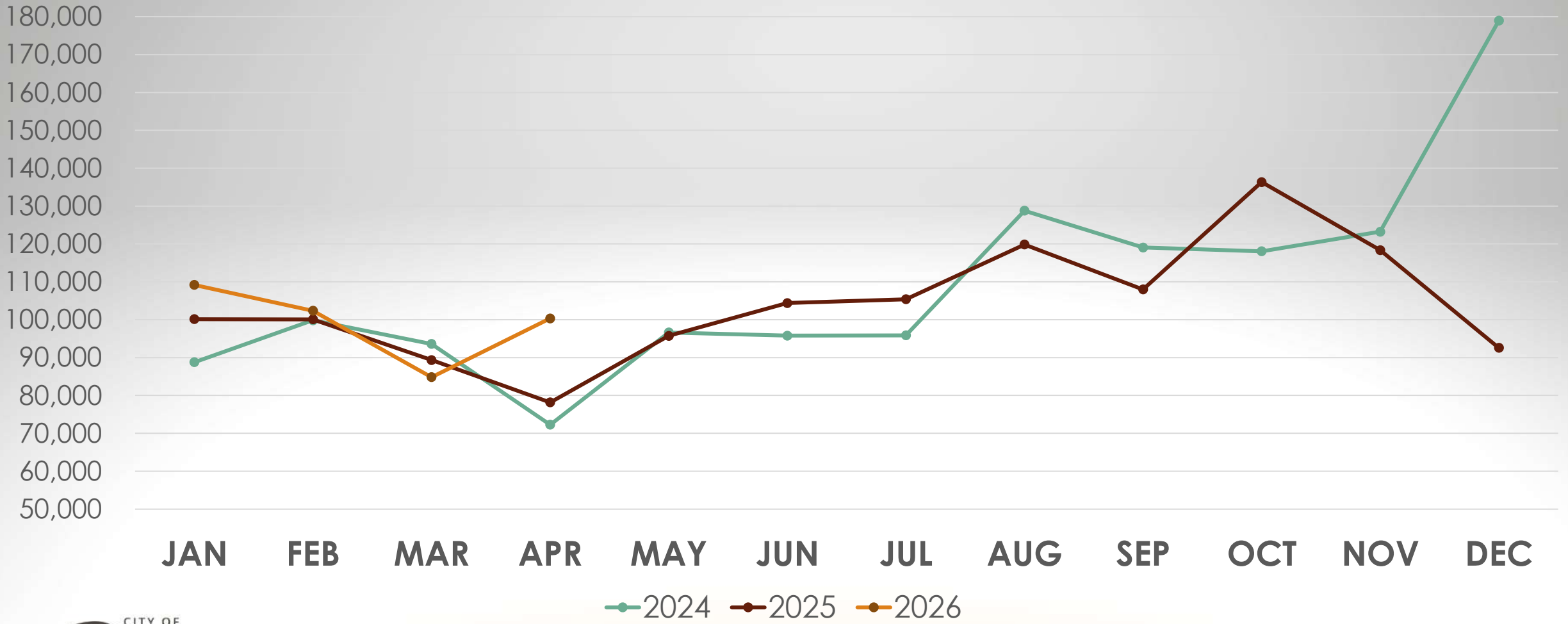


—●— 2024 —●— 2025 —●— 2026

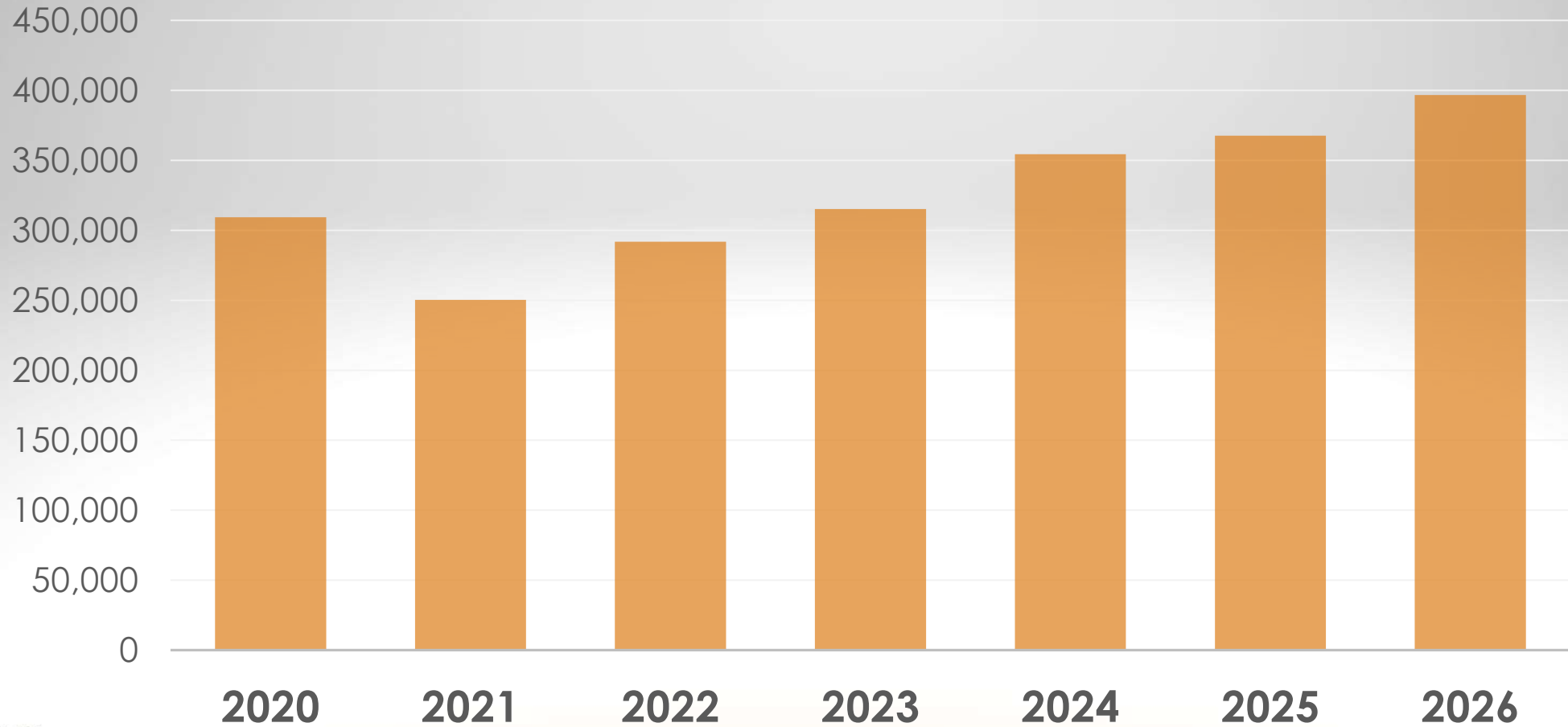
YTD Sales Tax Comparison



Hospitality Tax Monthly Breakdown

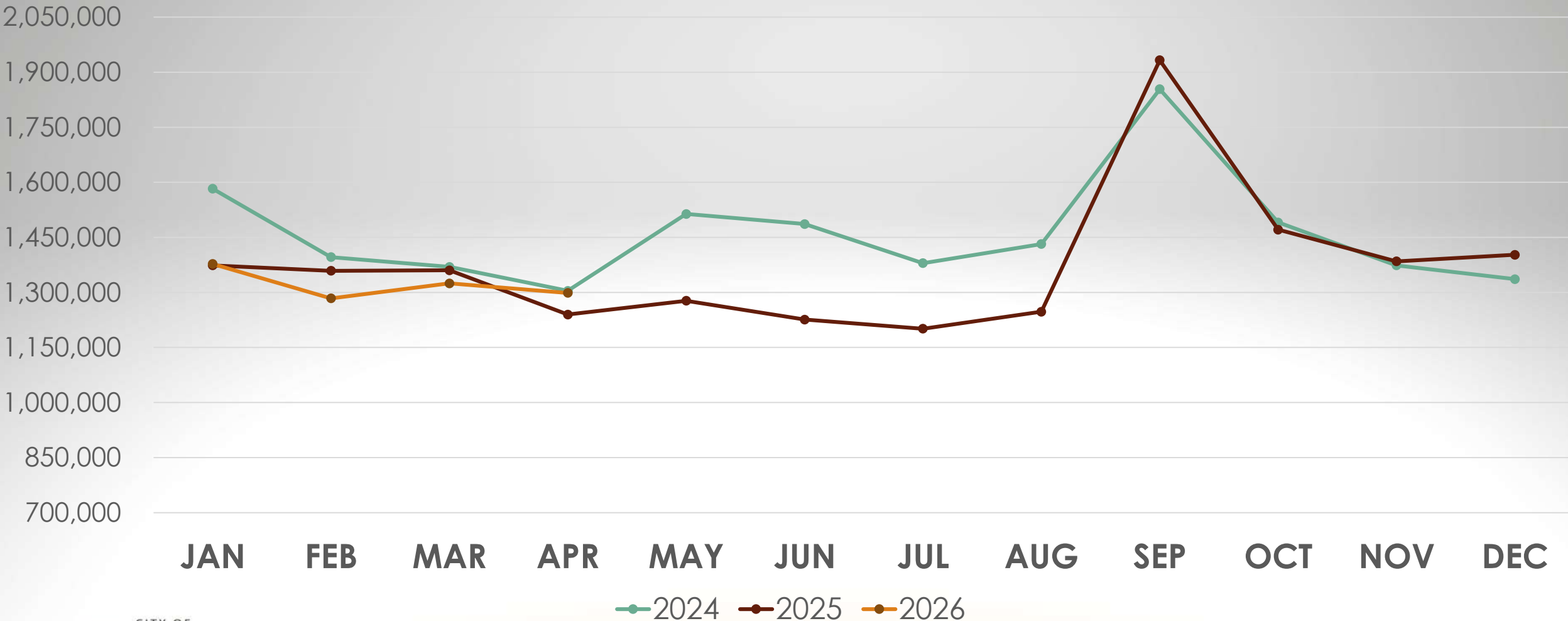


YTD Hospitality Tax Comparison



■ Year-to-Date

Oil Impact Revenue Monthly Breakdown



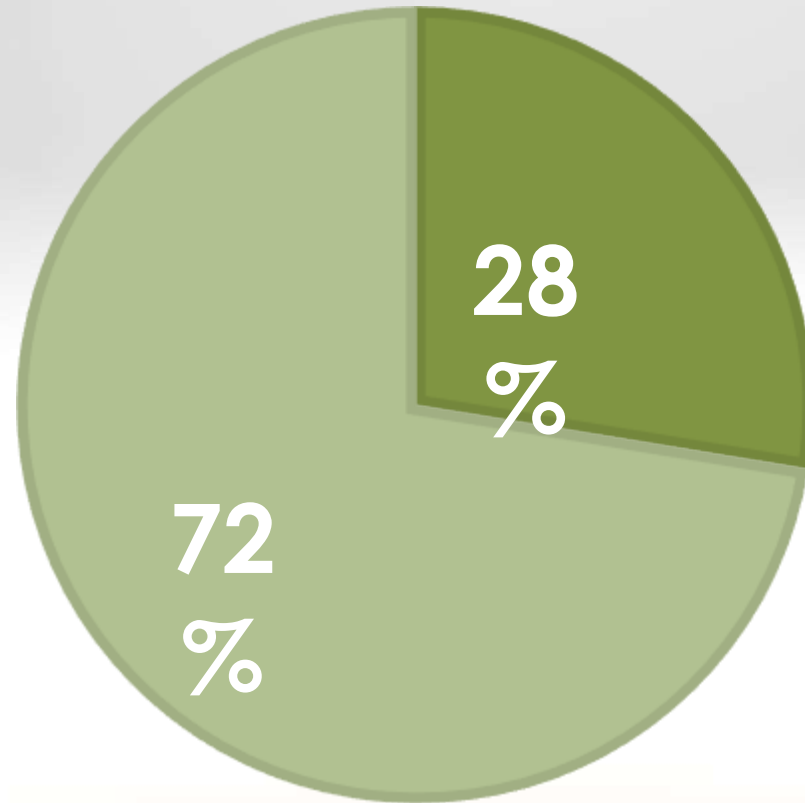
YTD Oil Impact Comparison



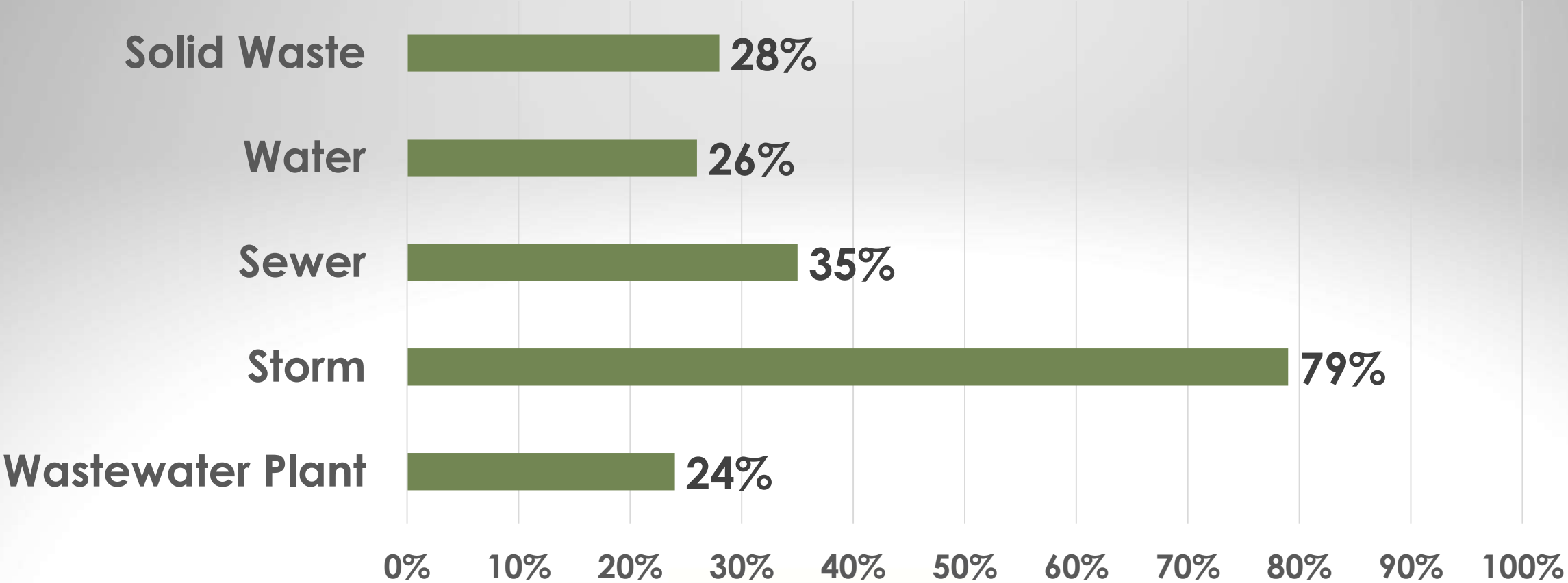
■ Hub City Pool ■ 9% Pool ■ Debt Relief Pool

UTILITY REVENUE

■ Collected ■ Remaining



Enterprise Funds - Actual vs Budget



■ % Expended

New Capital Projects Fund

FUNDS	Fund Balance 1/1/2026	Revenues And Other Sources	Transfer In	Transfer Out	Expenditures And Other Uses	Fund Balance 4/30/2026
<u>Capital Projects Funds</u>						
Impact Fee Capital Projects	\$503,651	\$187,152	\$0	\$0	\$0	\$690,804
Sidewalk Construction	\$55,797	\$28,350	\$100,000	\$0	\$13,214	\$170,933
Trails Construction	\$1,582,408	\$0	\$0	\$1,582,408	\$0	\$0
Annual Street Projects	\$3,874,796	\$417,171	\$12,290,600	\$0	\$488,457	\$16,094,110
General Capital Projects	-	\$0	\$11,155,000	\$0	\$1,943,605	\$9,211,395
Total Capital Projects Funds:	\$6,016,652	\$632,674	\$23,545,600	\$1,582,408	\$2,445,276	\$26,167,242

Questions?

Thank you!

May 12, 2026

Demolition Bids for 45 7th Ave W, Dickinson, ND 58601

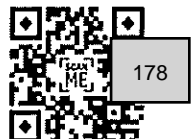
The demolition of 45 7th Avenue West, Dickinson, ND 58601 – Lot 1, Block 18, Young's 5th Addition - was approved by the City of Dickinson Commission on February 17, 2026. Following the approval, the Building & Codes Department requested bids for the demolition of the property.

They are below:

- BG Excavation – \$11,000
- Total Control Inc - \$10,600
- Edward H Schwartz Construction - \$28,299.42
- Prairie Paving and Maintenance - \$7,500

The cost of the demolition along with the landfill costs will be assessed directly to the property.

The City of Dickinson Building & Codes Department recommends moving forward with the bid from Prairie Paving and Maintenance with a total \$7,500.





**PRAIRIE
PAVING AND
MAINTENANCE**

10877 40D Street SW · Dickinson, ND 58601 · 701-260-1991 · prairiepavingnd@gmail.com

Customer: City of Dickinson

Contact: Tiffany Phone: 456-7814

Address: 38 1st St W

Email: tiffany.stewart@dickinsongov.com

<u>BID</u>	
Demolition of 45 7 th Ave W. Demo structure and haul to landfill. Fill in basement back to grade with fill material. Asbestos inspection included.	
	Price
Demo and backfill	\$7,500.00
TOTAL	\$7,500.00
Bids are good for 30 days from date above. Half down payment to be added to schedule. Subject to change with cost of materials.	

***** PROPOSAL *****

**TOTAL CONTROL INC.
4038 3RD AVENUE WEST
DICKINSON, ND 58601
TELEPHONE (701) 225-0201
FAX (701) 225-4433**

City of Dickinson
38 1st St W
Dickinson, ND 58601
ATTN: Tiffany Stewart
Email: tiffany.stewart@dickinsongov.com

Date: March 6, 2026
RE: 45 7th Ave W, Dickinson

Total Control, Inc. proposes the following price for demolition of structures.:

- 45 7th Ave W:
 - Asbestos Inspection.....\$1,800.00
 - Demolition..... \$8,800.00

WE, propose hereby to furnish materials, use tax, and labor as indicated-complete in accordance with above specifications.

Payment to be made as follows: Invoice payable upon receipt. A finance charge of 1.75% per month will be charged on all past due accounts. This is an annual percentage rate of 21% per year. Our billing cycle closes on the last day of each month.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon weather conditions, accidents or delays beyond our control. Our workers are fully covered by Workmen's Compensation Insurance.

Todd Tooz, President

Authorized Signature Todd Tooz, President

Note: This proposal may be withdrawn by us if not accepted within 10 days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. In addition to the payment terms stated, it must be noted that the contract must be paid in full upon completion. Exception to this rule would be the case where some small or minor item is missing or incomplete, in which case the owner shall withhold the amount of the item and remit the balance of the contract.

DATE OF ACCEPTANCE: _____

SIGNATURE: _____

B. G. Excavation, Inc.
 2930 1st St. South
 Dickinson, ND 58601

Estimate

Date	Estimate #
2/26/2026	922

Name / Address
City of Dickinson 38 1st Street West Dickinson, ND 58601

Description	Qty	Cost	Total
45 7th Ave. West Remove entire structure with some trees, plug sewer and water, trucking fees, (no landfill charges), haul in dirt, compact, level Note: - No demo permit included - Leave public walk, remove all other concrete		11,000.00	11,000.00

Total	\$11,000.00
--------------	-------------

Note: Estimate Does Not Include Winter Costs
 Additional Landscaping/Dirtwork Will Be Billed Out Hourly
 This Estimate May Be Withdrawn By Us If Not Accepted Within 30 Days From Date Of Estimate.
 Any Utility Crossing Will Be Billed Out At \$500.00/Crossing
 Price Does Not Include Watering Or Dewatering Of Any Soils.
 Estimate Assumes Material Is Suitable For Backfill & Does Not Include Any Imported Fill Unless Stated
 Estimate Does Not Include Any Engineering, Staking, Or Geotechnical Testing, Standard Proctor ASTM D698

Customer Signature _____

***** PROPOSAL *****

**TOTAL CONTROL INC.
4038 3RD AVENUE WEST
DICKINSON, ND 58601
TELEPHONE (701) 225-0201
FAX (701) 225-4433**

City of Dickinson
38 1st St W
Dickinson, ND 58601
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Email: tiffany.stewart@dickinsongov.com

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DATE OF ACCEPTANCE: _____

SIGNATURE: _____

B. G. Excavation, Inc.

2930 1st St. South
Dickinson, ND 58601

Section 7. Item A.

Estimate

Date	Estimate #
2/26/2026	922

Name / Address
City of Dickinson 38 1st Street West Dickinson, ND 58601

Description	Qty	Cost	Total
<p>45 7th Ave. West</p> <p>Remove entire structure with some trees, plug sewer and water, trucking fees, (no landfill charges), haul in dirt, compact, level</p> <p>Note: - No demo permit included - Leave public walk, remove all other concrete</p>		11,000.00	11,000.00

Total	\$11,000.00
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Note: Estimate Does Not Include Winter Costs
Additional Landscaping/Dirtwork Will Be Billed Out Hourly
This Estimate May Be Withdrawn By Us If Not Accepted Within 30 Days From Date Of Estimate.
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Price Does Not Include Watering Or Dewatering Of Any Soils.
Estimate Assumes Material Is Suitable For Backfill & Does Not Include Any Imported Fill Unless Stated
Estimate Does Not Include Any Engineering, Staking, Or Geotechnical Testing, Standard Proctor ASTM D698

Customer Signature _____



Building & Codes

May 12, 2026

Demolition Bids for 45 7th Ave W, Dickinson, ND 58601

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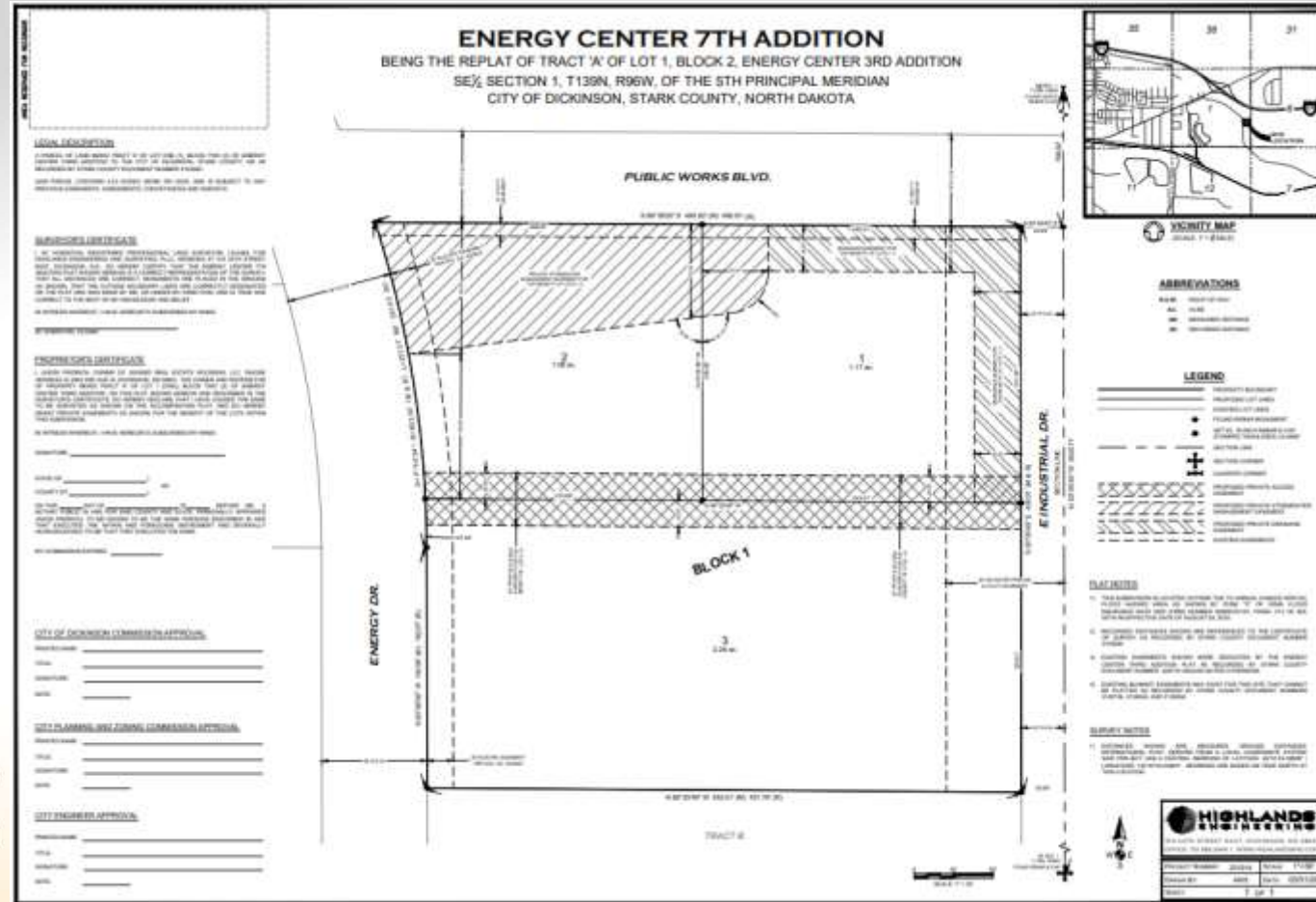
The City of Dickinson Building & Codes Department recommends moving forward with the bid from Prairie Paving and Maintenance with a total \$7,500.



ENERGY CENTER 7TH ADDITION FINAL MINOR SUBDIVISION (FLP-002-2026)



ENERGY CENTER 7TH ADDITION MINOR SUBDIVISION (FLP-002-2026)





Energy Center 7th Addition Final Minor Subdivision Staff Report

To: City of Dickinson Planning and Zoning Commissioners
 From: City of Dickinson Community Development Services
 Date: May 6, 2026
 Re: FLP-002-2026 Energy Center 7th Addition Final Minor Subdivision

APPLICANT

Jason Fridrich
 Legend Real Estate Holdings, LLC
 2893 3rd Avenue West
 Dickinson, ND, 58601

APPLICANT'S REPRESENTATIVE

Andrew Schrank
 Highlands Engineering
 319 24th Street East
 Dickinson ND 58601

Public Hearing	May 13, 2026	Planning and Zoning Commission
Final Consideration	May 19, 2026	City Commission

The applicant is requesting approval of the Energy Center 7th Addition final minor subdivision, being a replat of Tract A of Lot 1 of Block 2 of the Energy Center 3rd Addition Subdivision, located in the SE ¼ of Section 1, Township 139 North, Range 96 West, in the City of Dickinson. According to the applicant, the purpose of this subdivision is to divide the lot to sell for future industrial development. The site is zoned General Industrial (GI). The site consists of +/- 4.53 acres.

Staff recommendation: Staff recommends **approval** of this final minor subdivision.

LOCATION

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

CURRENT ZONING	GI
FUTURE LAND USE MAP DESIGNATION	INDUSTRIAL
GROSS SITE ACREAGE	+/- 4.53 acres
LOTS PROPOSED	3

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

CONSISTENCY, COMPATIBILITY, COMPLIANCE, AND RECOMMENDATIONS

Consistency with the Comprehensive Plan

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

Compatibility and Compliance with The Municipal Code

A minor subdivision plat is defined in Section 52-1 of the City Subdivision chapter as a subdivision that meets the following conditions:

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

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

The proposed Energy Center 6th Addition Subdivision meets the requirements listed above and is classified as a minor subdivision.

The proposed subdivision replats all of Lot 1 and Lot 2 of the Energy Center 3rd Addition into three total lots. Lot 1 is proposed to be 1.17 acres, Lot 2 is proposed to be 1.08 acres, and Lot 3 is proposed to be 2.28 acres. According to Table 62-162-3c: Summary of Site Development Regulations in the Municipal Code, the minimum lot size for lots in the GI zoning district is 10,000 square feet. All proposed lots meet this development requirement. A 40-foot private access easement has been proposed through the subdivision, providing alternate access to the lots from both East Industrial Drive and Energy Drive.

PUBLIC INPUT AND STAFF RECOMMENDATION

Public Input: Staff has not received any public input as of the date of this report.

Staff Recommendation: City of Dickinson Community Development staff recommends **approval** of FLP-002-2026.

MOTIONS:

*****Approval*****

*"I move the City of Dickinson Planning and Zoning Commission recommend approval of **FLP-002-2026: The Energy Center 7th Addition Final Minor Subdivision** as being consistent with the City of Dickinson Comprehensive Plan, as being compliant with the City of Dickinson Zoning Ordinance, and as being in the interest of the public health, safety and welfare "*

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

1. _____;
2. _____.

*****Denial*****

*"I move the Dickinson Planning and Zoning Commission recommend Denial of **FLP-002-2026: The Energy Center 7th Addition Final Minor Subdivision** as NOT being consistent with the City of Dickinson Comprehensive Plan, as not being compliant with the City of Dickinson Zoning Ordinance, and as being contrary to the interest of the public health, safety and welfare."*

ENERGY CENTER 7TH ADDITION

BEING THE REPLAT OF TRACT 'A' OF LOT 1, BLOCK 2, ENERGY CENTER 3RD ADDITION
SE 1/4 SECTION 1, T139N, R96W, OF THE 5TH PRINCIPAL MERIDIAN
CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA

AREA RESERVED FOR RECORDER

LEGAL DESCRIPTION

A PARCEL OF LAND BEING TRACT 'A' OF LOT ONE (1), BLOCK TWO (2) OF ENERGY CENTER THIRD ADDITION TO THE CITY OF DICKINSON, STARK COUNTY, ND AS RECORDED BY STARK COUNTY DOCUMENT NUMBER 3103060.

SAID PARCEL CONTAINS 4.53 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES AND SURVEYS.

SURVEYOR'S CERTIFICATE

I, KC HOMISTON, REGISTERED PROFESSIONAL LAND SURVEYOR, LS-5466, FOR HIGHLANDS ENGINEERING AND SURVEYING, PLLC, RESIDING AT 319 24TH STREET EAST, DICKINSON, N.D., DO HEREBY CERTIFY THAT THE ENERGY CENTER 7TH ADDITION PLAT SHOWN HEREON IS A CORRECT REPRESENTATION OF THE SURVEY, THAT ALL DISTANCES ARE CORRECT, MONUMENTS ARE PLACED IN THE GROUND AS SHOWN, THAT THE OUTSIDE BOUNDARY LINES ARE CORRECTLY DESIGNATED ON THE PLAT AND WAS MADE BY ME, OR UNDER MY DIRECTION, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME:

KC HOMISTON, LS-5466

PROPRIETOR'S CERTIFICATE

I, JASON FRIDRICH, OWNER OF LEGEND REAL ESTATE HOLDINGS, LLC, WHOSE ADDRESS IS 2893 3RD AVE W, DICKINSON, ND 58601, THE OWNER AND PROPRIETOR OF PROPERTY BEING TRACT 'A' OF LOT 1 (ONE), BLOCK TWO (2) OF ENERGY CENTER THIRD ADDITION, ON THIS PLAT SHOWN HEREON AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE, DO HEREBY DECLARE THAT I HAVE CAUSED THE SAME TO BE SURVEYED AS SHOWN ON THE ACCOMPANYING PLAT, AND DO HEREBY GRANT PRIVATE EASEMENTS AS SHOWN FOR THE BENEFIT OF THE LOTS WITHIN THIS SUBDIVISION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME:

SIGNATURE: _____

STATE OF _____ }
COUNTY OF _____ } SS

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JASON FRIDRICH, TO ME KNOWN TO BE THE SAME PERSONS DESCRIBED IN AND THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND SEVERALLY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

MY COMMISSION EXPIRES: _____

CITY OF DICKINSON COMMISSION APPROVAL

PRINTED NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

CITY PLANNING AND ZONING COMMISSION APPROVAL

PRINTED NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

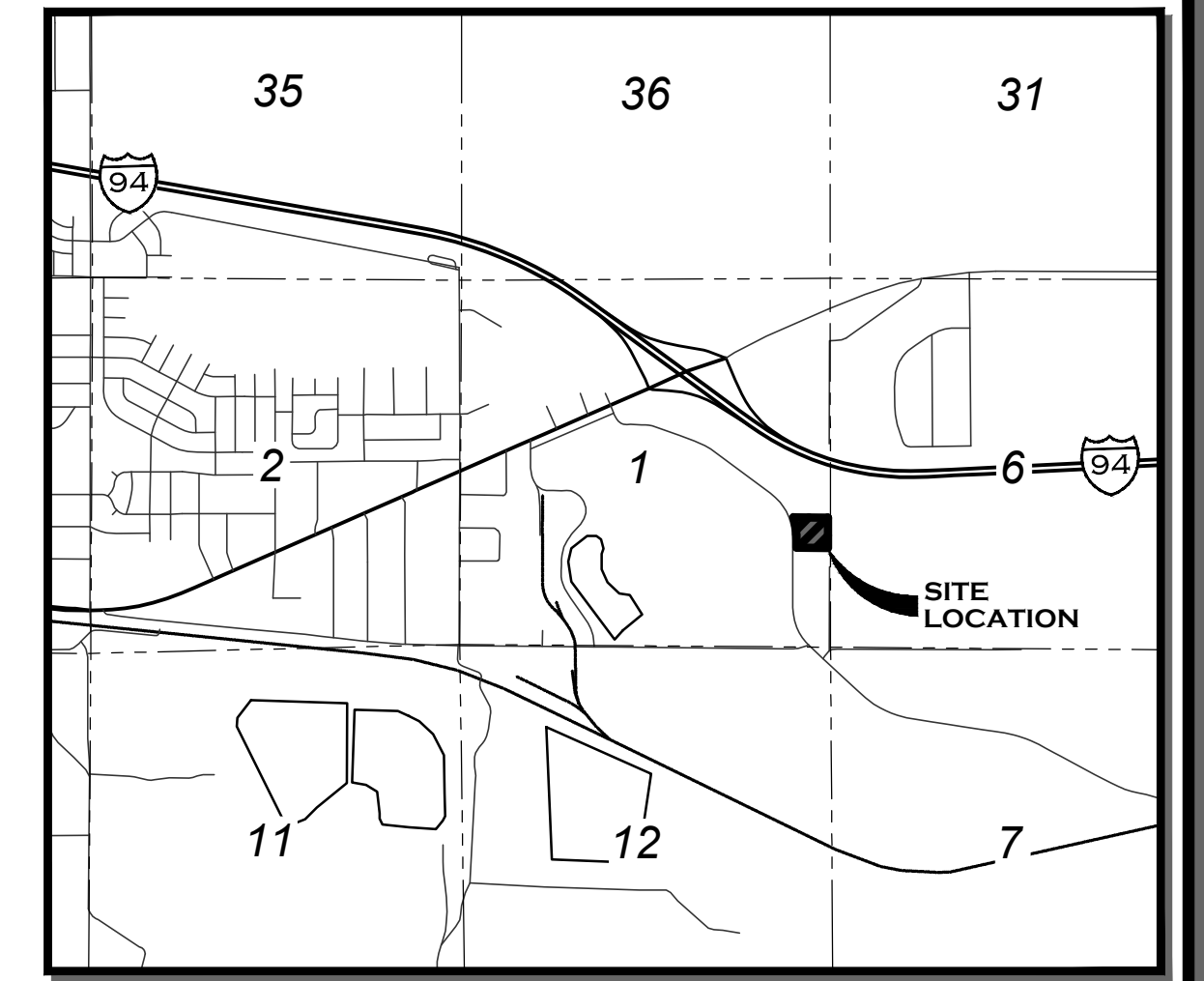
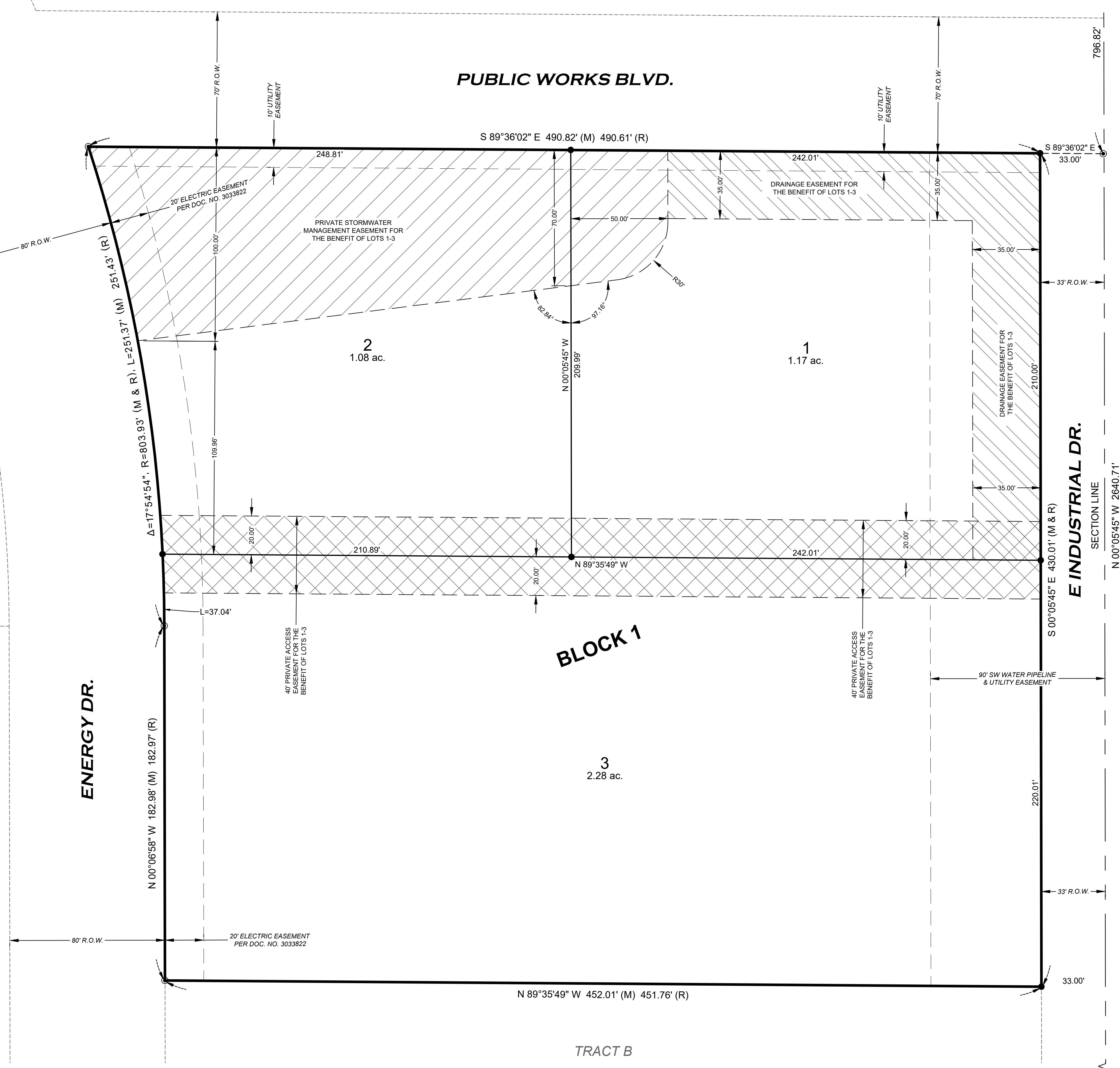
CITY ENGINEER APPROVAL

PRINTED NAME: _____

TITLE: _____

SIGNATURE: _____

DATE: _____



VICINITY MAP
(SCALE: 1" = 1/2 MILE)

ABBREVIATIONS

- R.O.W. RIGHT-OF-WAY
- AC. ACRE
- (M) MEASURED DISTANCE
- (R) RECORDED DISTANCE

LEGEND

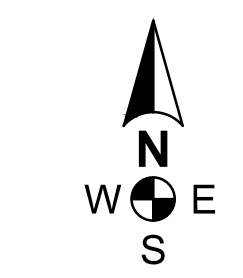
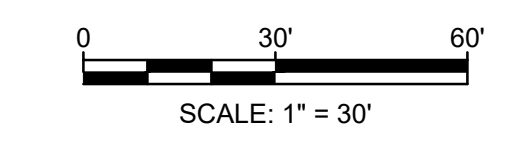
- PROPERTY BOUNDARY
- PROPOSED LOT LINES
- EXISTING LOT LINES
- FOUND REBAR MONUMENT
- SET #5, 18-INCH REBAR & CAP STAMPED "HIGHLANDS LS-5466"
- SECTION LINE
- SECTION CORNER
- QUARTER CORNER
- PROPOSED PRIVATE ACCESS EASEMENT
- PROPOSED PRIVATE STORMWATER MANAGEMENT EASEMENT
- PROPOSED PRIVATE DRAINAGE EASEMENT
- EXISTING EASEMENTS

PLAT NOTES

- THIS SUBDIVISION IS LOCATED OUTSIDE THE 1% ANNUAL CHANCE SPECIAL FLOOD HAZARD AREA AS SHOWN BY ZONE "X" OF FEMA FLOOD INSURANCE RATE MAP (FIRM) NUMBER 38089C0213F, PANEL 213 OF 850, WITH AN EFFECTIVE DATE OF AUGUST 28, 2024.
- RECORDED DISTANCES SHOWN ARE REFERENCED TO THE CERTIFICATE OF SURVEY AS RECORDED BY STARK COUNTY DOCUMENT NUMBER 3103060.
- EXISTING EASEMENTS SHOWN WERE DEDICATED BY THE ENERGY CENTER THIRD ADDITION PLAT AS RECORDED BY STARK COUNTY DOCUMENT NUMBER 326775 UNLESS NOTED OTHERWISE.
- EXISTING BLANKET EASEMENTS MAY EXIST FOR THIS SITE THAT CANNOT BE PLATTED AS RECORDED BY STARK COUNTY DOCUMENT NUMBERS 3142736, 3138555, AND 3138556.

SURVEY NOTES

- DISTANCES SHOWN ARE MEASURED GROUND DISTANCES, INTERNATIONAL FOOT, DERIVED FROM A LOCAL COORDINATE SYSTEM. SAID PROJECT HAS A CENTRAL MERIDIAN OF LATITUDE: 46°51'42.38098" / LONGITUDE: 102°47'24.24924". BEARINGS ARE BASED ON TRUE NORTH AT THIS LOCATION.



HIGHLANDS ENGINEERING
319 24TH STREET EAST, DICKINSON, ND 58601
OFFICE: 701.483.2444 | WWW.HIGHLANDSENG.COM

PROJECT NUMBER: 251914	SCALE: 1"=30'
DRAWN BY: AWS	DATE: 03/31/26
SHEET: 1 OF 1	

RESOLUTION NO: _____ - 2026

**A RESOLUTION APPROVING FINAL PLAT ENTITLED
ENERGY CENTER 7TH ADDITION
STARK COUNTY, NORTH DAKOTA**

WHEREAS, application has been made to the Board of City Commissioners for the approval of a final plat of **ENERGY CENTER 7TH ADDITION**

PARCEL OF LAND BEING TRACT 'A' OF LOT ONE (1), BLOCK TWO (2) OF ENERGY CENTER THIRD ADDITION TO THE CITY OF DICKINSON, STARK COUNTY, ND AS RECORDED BY STARK COUNTY DOCUMENT NUMBER 3103060.

SAID PARCEL CONTAINS 4.53 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES AND SURVEYS

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

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the property known as the **ENERGY CENTER 7TH 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 May 2026.

_Scott Decker, President
Board of City Commission

ATTEST:

Dustin Dassinger, City Administrator

202605 - 4th Ave SE Parking Lot





Engineering Memorandum

May 13, 2026

RE: May 19th City Commission Meeting

202605 - UTILITY AND STREET IMPROVEMENT PROJECT – DEVELOPMENT AGREEMENT WITH DICKINSON PARK DISTRICT – 4TH AVE SE PARKING LOT

For your consideration is a development agreement with Dickinson Park District to reconstruct the existing parking lot located along 4th Avenue Southeast. This is associated with the City of Dickinson project number 202605 – 2026 Utility and Street Improvement project. The reasons for the parking lot to be reconstructed are: a new storm sewer main will be installed through the parking lot as part of this project, and the existing pavement is in poor condition. The Dickinson Park District portion of the total estimated cost for construction as specified in the development agreement is **\$10,790.58**. This scope of work was included in the bid package for the project, and the Dickinson Park District Board approved this development agreement at a recent meeting. The City Attorney has reviewed the task order with no comments.

The city engineering staff recommends approval.





DEVELOPMENT AGREEMENT

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

OWNER Name and Address: Dickinson Park District
2004 Fairway Street
Dickinson, ND 58601

For the following described property:

A PARCEL OF LAND BEING PART OF LOTS SIX (6) AND SEVEN (7), BLOCK ONE (1) OF AUDITOR’S PLAT NO. 9 TO THE CITY OF DICKINSON, STARK COUNTY, ND, PLUS THE SOUTHEAST CORNER OF LOT SEVEN (7), BLOCK THREE (3), DINSDALE’S 3RD ADDITION, STARK COUNTY, ND, PLUS NORTHWEST NINE (9) FEET BY NINE (9) FEET, EAST NINE (9) FEET BY 55.5 FEET, AND SOUTH NINE (9) FEET BY 307 FEET OF THE VACATED ALLEY.

SAID PARCEL CONTAINS 15.83 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES AND SURVEYS.

Also referred to herein as “Jaycee Park”;

Also referred to herein as the “Subject Property”;

RECITALS

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

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

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

1. Regulation of Development. This Agreement shall control the development of the Property and the construction of Municipal Improvements necessary to remove and replace the asphalt parking lot and install a new storm sewer main on the Subject Property as referenced in Attachment A. Remedies contained in this Agreement shall be in addition to those otherwise provided by law to the CITY for other violations of the City of Dickinson Municipal Code.

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

- a) OWNER shall prepare or have prepared design and plans and specifications for the stormwater management facility within the Subject Property in accordance with current City Policies. The cost of preparing these plans shall be paid by the CITY.
- b) The CITY shall construct or have constructed the stormwater management facilities and pavement for the associated parking lot as depicted by the plans and specifications approved by the CITY as noted by Section 2. a) of this Agreement. The CITY shall pay all expenses associated with the construction of the stormwater management while OWNER shall reimburse the CITY for the cost of paving the portion of the parking lot not located directly above the stormwater management infrastructure.
- c) Title to, ownership, and maintenance of Public Improvements after construction and acceptance shall be as defined by Section 8 of this Agreement.

3. Payment After Infrastructure Completion. No security payment will be required in advance of construction. The CITY shall pay all initial costs of construction. OWNER is responsible for repaying the CITY 68.9% of the cost of the demolition of the existing pavement and 59.6% of the cost of the reconstruction of the parking lot, as outlined in Attachment A of this Development Agreement. If this amount is not repaid to the CITY within one (1) calendar year, the costs associated with the project determined to be the responsibility of OWNER shall be specially assessed to the Subject Property.

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

5. **Establishment of Easement.** The CITY shall bear the costs of working with a licensed surveyor to establish a thirty (30)-foot stormwater easement following the storm sewer main after construction. The establishment of an easement shall follow all requirements outlined in Chapter 52 of the City of Dickinson Municipal Code.

6. **Permits.** It is the responsibility of the CITY to get all permits submitted, reviewed, and approved prior to construction taking place on the Subject Property. OWNER has no permits it is obligated to acquire.

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

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

- a) Upon CITY construction of the public infrastructure improvements noted by Section 2. a) and Section 2. b) of this Agreement, CITY shall take ownership and maintenance responsibilities of said infrastructure.
- b) The real property encumbered by easements for public infrastructure within the Subject Property shall be privately owned, but the CITY shall have the rights to access, maintain, repair, improve, remove, and replace the public improvements that are to be owned by the CITY within the easements. OWNER shall not build, create, construct, or permit to be built, created, or constructed, any obstruction, building, engineering works, or other structures upon, over, or under the strip of land herein described or that would interfere with the public improvements. OWNER shall not change the existing grade within the easements without prior approval from the CITY. This shall not restrict OWNER from constructing pavement, fences, landscaping, or utility crossings within the easement that do not adversely affect the public infrastructure. Upon completion of any work within the easements, the CITY shall leave the property in good repair so that there is no unreasonable damage. If the CITY is not able to have the property repaired to its existing condition, the CITY shall pay for damages to the property. The damages, if not mutually agreed upon, may be determined by three disinterested persons, one to be selected by OWNER and one by the CITY, and these two shall select a third person. The award determined by these three persons shall be final and conclusive.

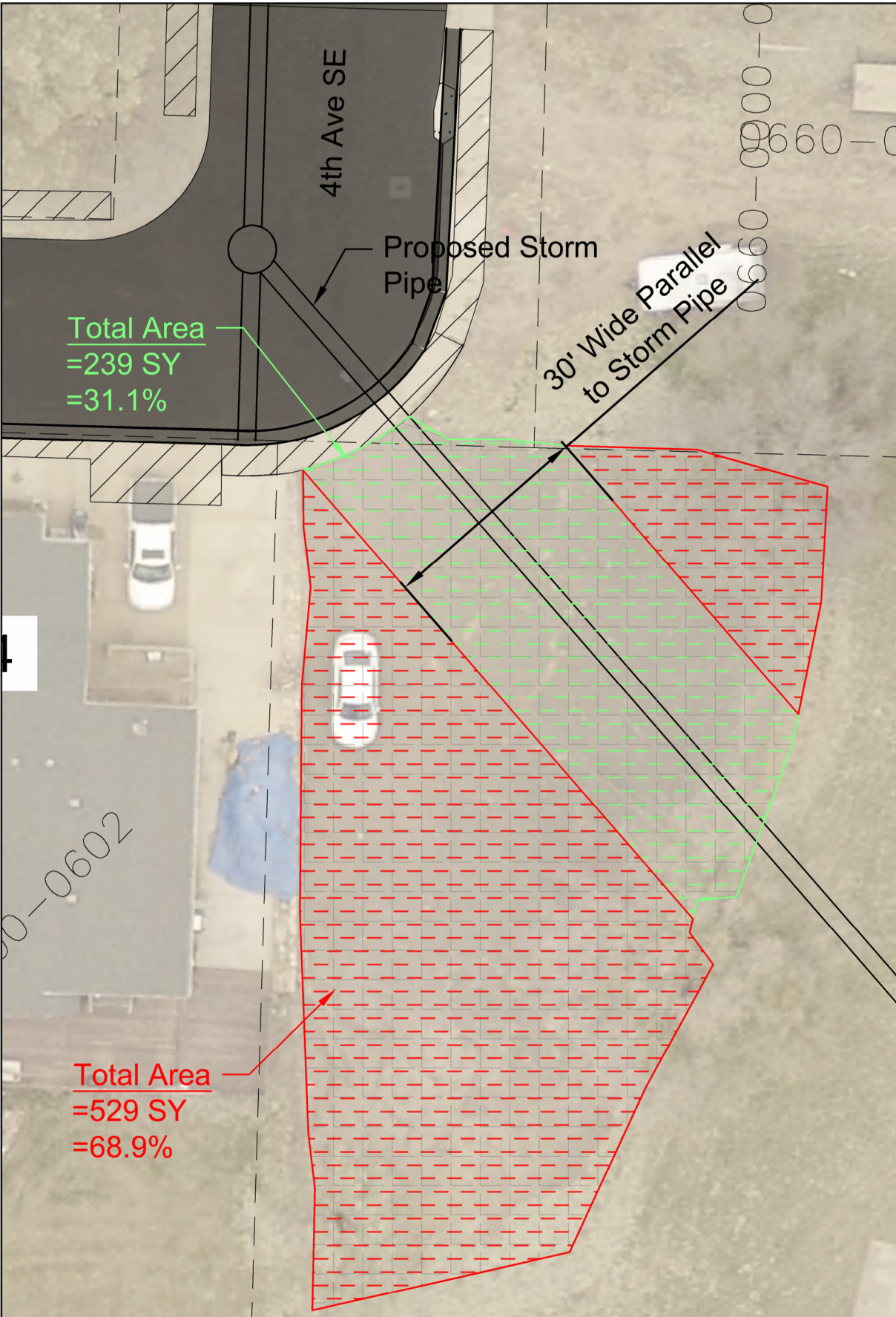
10. **Agreement Runs with the Land.** This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective heirs, administrators, representatives, successors, and assigns. This Agreement shall run with the land and shall be recorded with the Office of the Stark County Recorder against the Subject Property. All obligations, promises and covenants of OWNER contained herein shall similarly be binding upon purchasers of lots within the Subject Property.

11. Severability. In the event that any provision of this Agreement shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other section or provision of this Agreement.



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

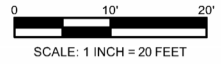
13. Governing Law – Venue. This Agreement shall be governed by and construed according to the laws of the State of North Dakota. The parties hereby stipulate and agree that the District Court, Southwest Judicial District, State of North Dakota, shall have personal jurisdiction over the parties hereto, and that such District Court, Southwest Judicial District, State of North Dakota, is the appropriate and proper venue for resolving any dispute under this Agreement.

14. Entire Agreement. This Agreement contains the entire agreement between and among the parties hereto, and supersedes all prior and contemporaneous discussions, negotiations, understandings, and agreements, whether oral or written, express or implied, between or among them relating to the subject matter of this Agreement. This Agreement may not be amended orally, nor shall any purported oral amendment (even if accompanied by partial or complete performance in accordance therewith) be of any legal force or effect or constitute an amendment of this Agreement, but rather this Agreement may be amended only by an agreement in writing signed by the parties.



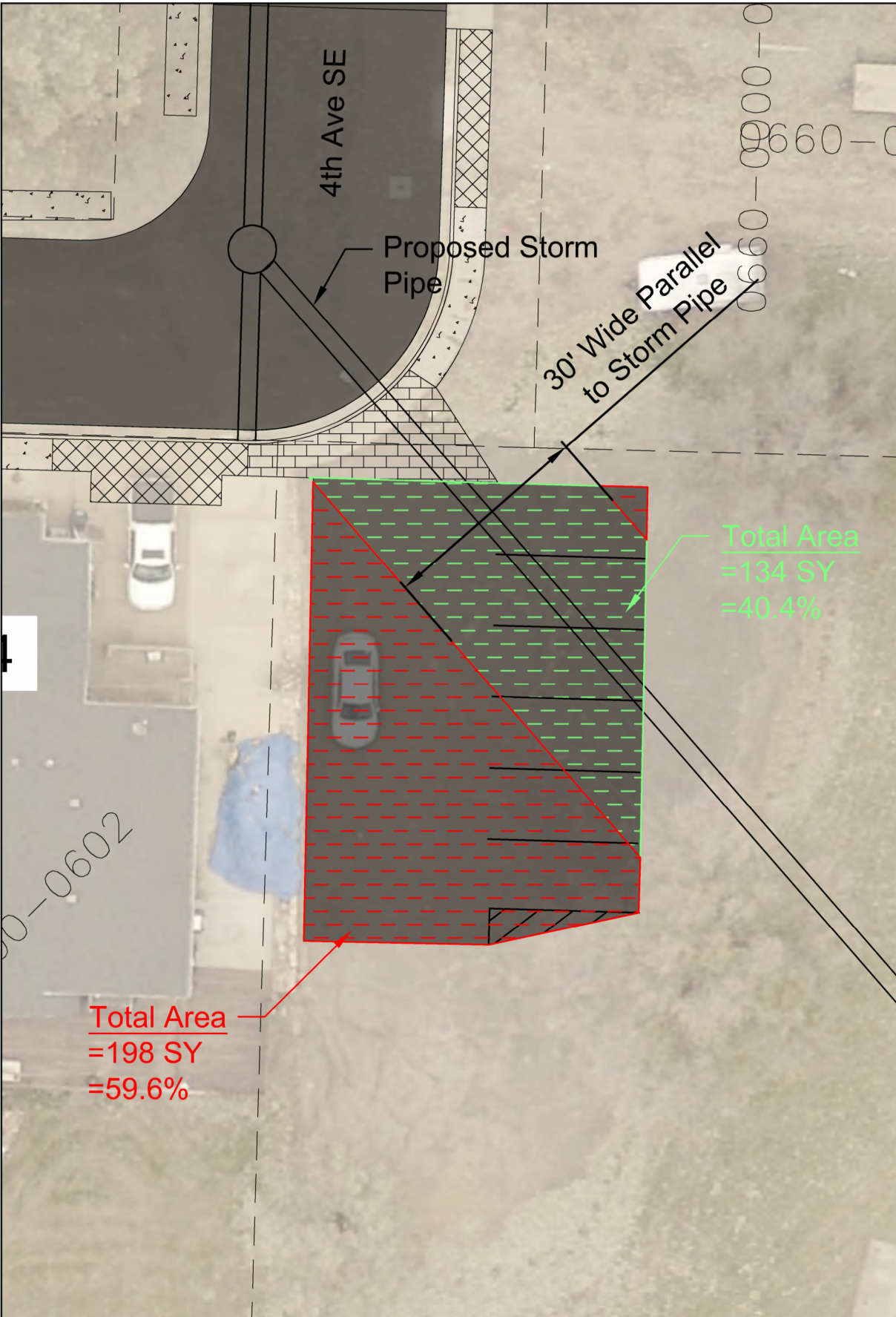
Legend

-  Dickinson Park District Area
-  City of Dickinson Area





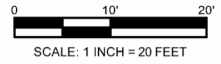
**Removal of Surface Funding
2026 Utility and Street Improvements
Project**

4th Ave SE Parking Lot



Legend

-  Dickinson Park District Area
-  City of Dickinson Area



**Proposed Surface Funding
2026 Utility and Street Improvements
Project**

4th Ave SE Parking Lot

205

Removal of Parking Lot Quantity Distribution								
Bid Item	Quantity	Units	Unit Cost	Total Estimated Cost	City of City %	Dickinson Park District %	City of Dickinson Estimated Cost	Dickinson Park District Estimated Cost
DEMOLITION OF PARKING LOT	1	LSUM	\$6,400.00	\$6,400.00	31.1%	68.9%	\$1,990.40	\$4,409.60

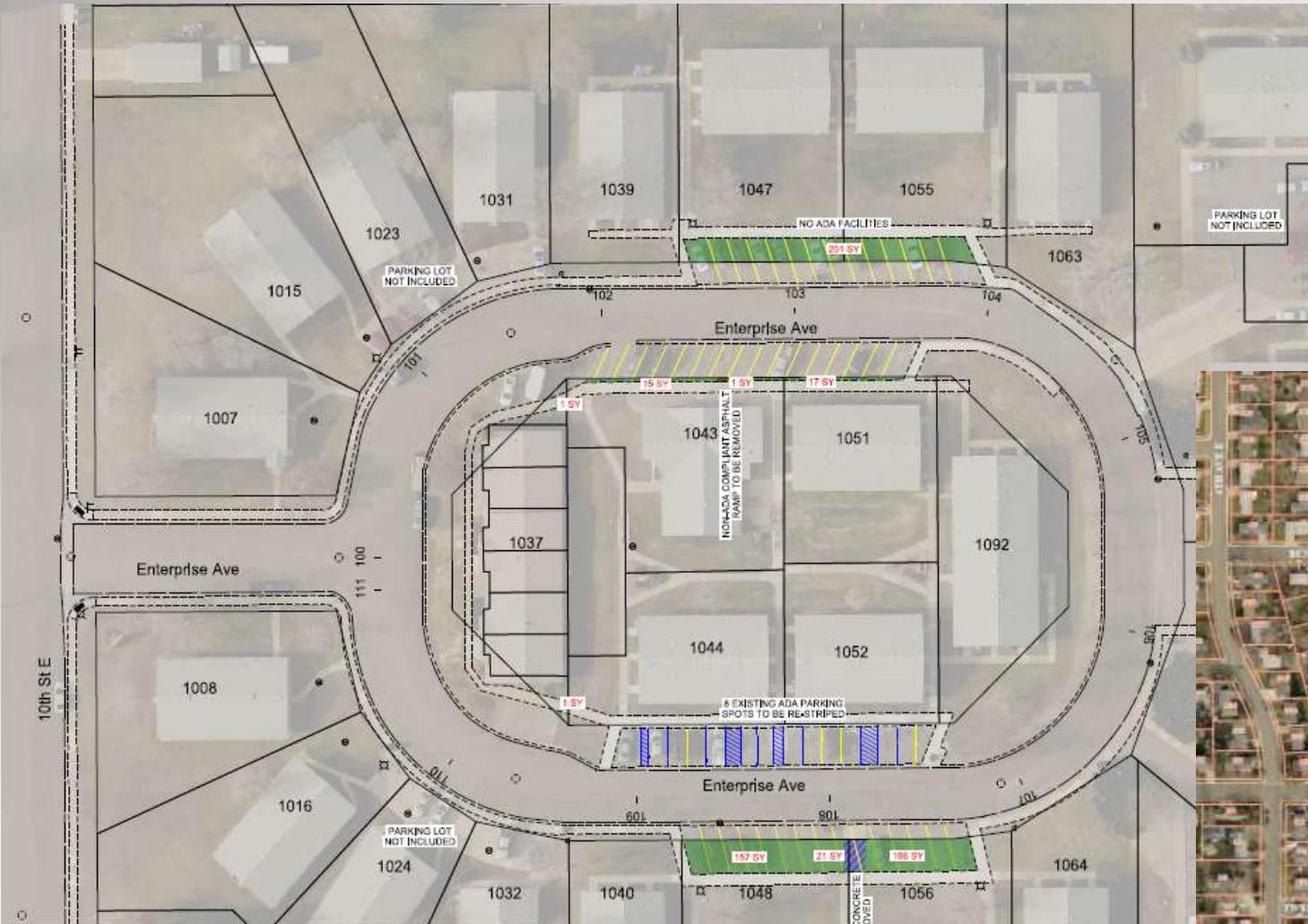
Proposed Surface Parking Lot Quantity Distribution								
Bid Item	Quantity	Units	Unit Cost	Total Estimated Cost	City of City %	Dickinson Park District %	City of Dickinson Estimated Cost	Dickinson Park District Estimated Cost
SUBGRADE PREPARATION 12 IN	332	SY	\$8.00	\$2,656.00	40.4%	59.6%	\$1,073.02	\$1,582.98
GEOSYNTHETIC MATERIAL TYPE G	332	SY	\$4.00	\$1,328.00			\$536.51	\$791.49
AGGREGATE BASE COURSE CLASS 5	69	TON	\$79.00	\$5,451.00			\$2,202.20	\$3,248.80
SUPERPAVE FAA 43	55	TON	\$114.00	\$6,270.00			\$2,533.08	\$3,736.92
ASPHALT CEMENT (PG58H-34)	3	TON	\$800.00	\$2,400.00			\$969.60	\$1,430.40
Total Cost=							\$7,314.42	\$10,790.58

* With a typical section of 3" Asphalt on 4" of Aggregate with Geogrid

2026 Road Maintenance Vicinity Map

VOLUNTARY PORTION

- MILL AND OVERLAY
CCI COST
- ▨ REMOVAL OF CONCRETE / ASPHALT REPAIR
CCI COST
- ▨ REMOVAL OF BITUMINOUS / ASPHALT REPAIR
CCI COST



202601: 2026 ROAD MAINTENANCE - MILL & OVERLAY

ITEM NO.	DESCRIPTION	UNIT	CCI	UNIT PRICE	CCI
1	MILLING PAVEMENT SURFACE	SY	498	\$ 3.20	\$ 1,593.60
2	REMOVAL OF CONCRETE PAVEMENT	SY	21	\$ 28.00	\$ 588.00
3	REMOVAL OF BITUMINOUS SURFACING	SY	1	\$ 18.00	\$ 18.00
4	ASPHALT PAVEMENT	TON	42	\$ 158.00	\$ 6,552.00
5	ASPHALT REPAIR	TON	5	\$ 250.00	\$ 1,250.00
6	SUBGRADE PREPARATION - ASPHALT REPAIR	SY	22	\$ 18.00	\$ 396.00
7	AGGREGATE BASE COURSE CL 5	CY	4	\$ 148.00	\$ 592.00
8	GEOSYNTHETIC MATERIAL - TYPE G	SY	22	\$ 4.20	\$ 92.40
9	4" EPOXY PAINT LINE	LF	447	\$ 1.05	\$ 469.35
				TOTAL	\$11,551.35



Engineering Memorandum

May 13, 2026

RE: May 19th City Commission Meeting

202601 – ROAD MAINTENANCE PROJECT – DEVELOPMENT AGREEMENT WITH PEACEFUL PIONEER PARTNERS, LP FOR PAVING

For your consideration is a development agreement with Peaceful Pioneer Partners, LP to mill and overlay the existing parking areas located along Enterprise Avenue. This is associated with the City of Dickinson project number 202601 – 2026 Road Maintenance project. The reasons for the parking areas to be mill and overlaid with the City project is approximately half of the off-street parking is located on private property owned by Peaceful Pioneer Partners, LP while the other approximate half is located within the City of Dickinson right-of-way of Enterprise Avenue. The Peaceful Pioneer Partners, LP portion of the total estimated cost for construction as specified in the development agreement is **\$11,551.35**. Peaceful Pioneer Partners, LP is in agreement with this development agreement, and they are requesting total estimated cost for construction to be voluntarily included as a special assessment to their property taxes and paid back over 10 years at an interest rate of 4.1%. The City Attorney has reviewed the task order with no comments.

The city engineering staff recommends approval.





DEVELOPMENT AGREEMENT

THIS AGREEMENT (the Agreement), made on the ____ day of _____, 2026 (“Effective Date”) between the City of Dickinson, a political subdivision, hereinafter called “the CITY”, and the OWNER as identified herein;

OWNER Name and Address: Peaceful Pioneer Partners, LP
4530 E Thousand Oaks Blvd #100
Westlake Village, CA 91362-3897

For the following described property:

A PARCEL OF LAND BEING PART OF LOT ELEVEN (11) OF BLOCK ONE (1), LOT ONE (1) OF BLOCK TWO (2), AND LOT ONE (1) OF BLOCK THREE (3) OF *DKN-MDN SUBDIVISION* TO THE CITY OF DICKINSON, STARK COUNTY, ND, PLUS THE VACATED NORTH 164.6 FEET OF ENTERPRISE AVENUE OF THE *DKN-MDN SUBDIVISION*.

SAID PARCEL CONTAINS 7.86 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES AND SURVEYS.

Also referred to herein as “Peaceful Pioneer”;

Also referred to herein as the “Subject Property”;

RECITALS

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

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

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

1. Regulation of Development. This Agreement shall control the development of the Property and the construction of Municipal Improvements necessary to mill and overlay the asphalt parking spaces along Enterprise Avenue that are located on OWNER’s Subject Property, and the portions of the surrounding sidewalk, curb, and gutter as outlined in Attachment A. Remedies contained in this Agreement shall be in addition to those otherwise provided by law to the CITY for other violations of the City of Dickinson Municipal Code.

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

- a) The CITY has prepared plans and specifications for the project improvements within the Subject Property in accordance with current City Policies. The cost of preparing these plans have been paid by the CITY.
- b) The CITY shall construct or have constructed the improvements for the associated Enterprise Avenue and connected off-street parking lots as depicted by the plans and specifications approved by the CITY as noted by Section 2. a) of this Agreement during the construction season of 2026. The OWNER shall pay all expenses associated with the improvements on the Subject Property which are noted to be **\$11,551.35** based on the unit prices for the project bid documents, refer to Attachment A. The OWNER and the CITY shall share costs associated with the mill and overlay of pavement within the Enterprise Avenue right-of-way. OWNER shall pay for the portion of the parking spaces outside of the Enterprise Avenue right-of-way. This scope of work connected to the off-street parking is above and beyond the special assessment notification(s) sent to OWNER regarding the properties owned within the project area.
- c) Title to, ownership, and maintenance of Public Improvements after construction and acceptance shall be as defined by Section 8 of this Agreement.

3. Payment After Infrastructure Completion. No security payment will be required in advance of construction. The CITY shall pay all costs of construction. OWNER is responsible for repaying the CITY 100% of the cost of the improvements occurring on the OWNER’s property, as outlined in Attachment A of this Development Agreement. If this amount is not repaid to the CITY by October 1, 2027, the costs associated with the project determined to be the responsibility of OWNER shall be specially assessed to the Subject Property and will be included in property taxes and paid back over 10 years at an interest rate of 4.1%.

4. City Engineer Approval Required. No improvements within the Subject Property shall be made unless and until this Agreement is fully executed by OWNER and the CITY.

5. **Establishment of Easement.** No easements shall be required to be established on the Subject Property.

6. **Permits.** It is the responsibility of the CITY to get all permits submitted, reviewed, and approved prior to construction taking place on the Subject Property. OWNER has no permits it is obligated to acquire.

7. **Repairs and Replacements.** The CITY shall replace, or have replaced, or repair, or have repaired, as the case may be, any and all pipes and monuments within the Subject Property that have been destroyed or damaged by the CITY or CITY's agents. The CITY shall replace, or have replaced, or repair, or have repaired, as the case may be, the entire cost of such replacement or repair, of any and all property damaged or destroyed by reason of any work done pursuant to this Agreement. Any such repair or replacement shall be to the satisfaction and subject to the approval of the City Engineer or his designee.

8. **Agreement Runs with the Land.** This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective heirs, administrators, representatives, successors, and assigns. This Agreement shall run with the land and shall be recorded with the Office of the Stark County Recorder against the Subject Property. All obligations, promises and covenants of OWNER contained herein shall similarly be binding upon purchasers of lots within the Subject Property.

9. **Severability.** In the event that any provision of this Agreement shall be held invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall pertain only to such section and shall not invalidate or render unenforceable any other section or provision of this Agreement.

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

11. **Governing Law – Venue.** This Agreement shall be governed by and construed according to the laws of the State of North Dakota. The parties hereby stipulate and agree that the District Court, Southwest Judicial District, State of North Dakota, shall have personal jurisdiction over the parties hereto, and that such District Court, Southwest Judicial District, State of North Dakota, is the appropriate and proper venue for resolving any dispute under this Agreement.

12. **Entire Agreement.** This Agreement contains the entire agreement between and among the parties hereto, and supersedes all prior and contemporaneous discussions, negotiations, understandings, and agreements, whether oral or written, express or implied, between or among them relating to the subject matter of this Agreement. This Agreement may not be amended orally, nor shall any purported oral amendment (even if accompanied by partial or complete performance in accordance therewith) be of any legal force or effect or constitute an amendment of this Agreement, but rather this Agreement may be amended only by an agreement in writing signed by the parties.

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

CITY OF DICKINSON

By: _____

Title: President of the Board of City Commissioners

Signature: _____

ATTEST:

By: _____

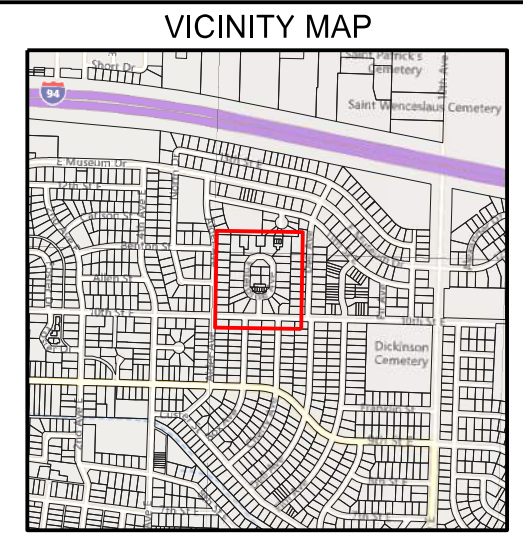
Title: City Administrator

Signature: _____

STATE OF NORTH DAKOTA)
) ss
COUNTY OF STARK)

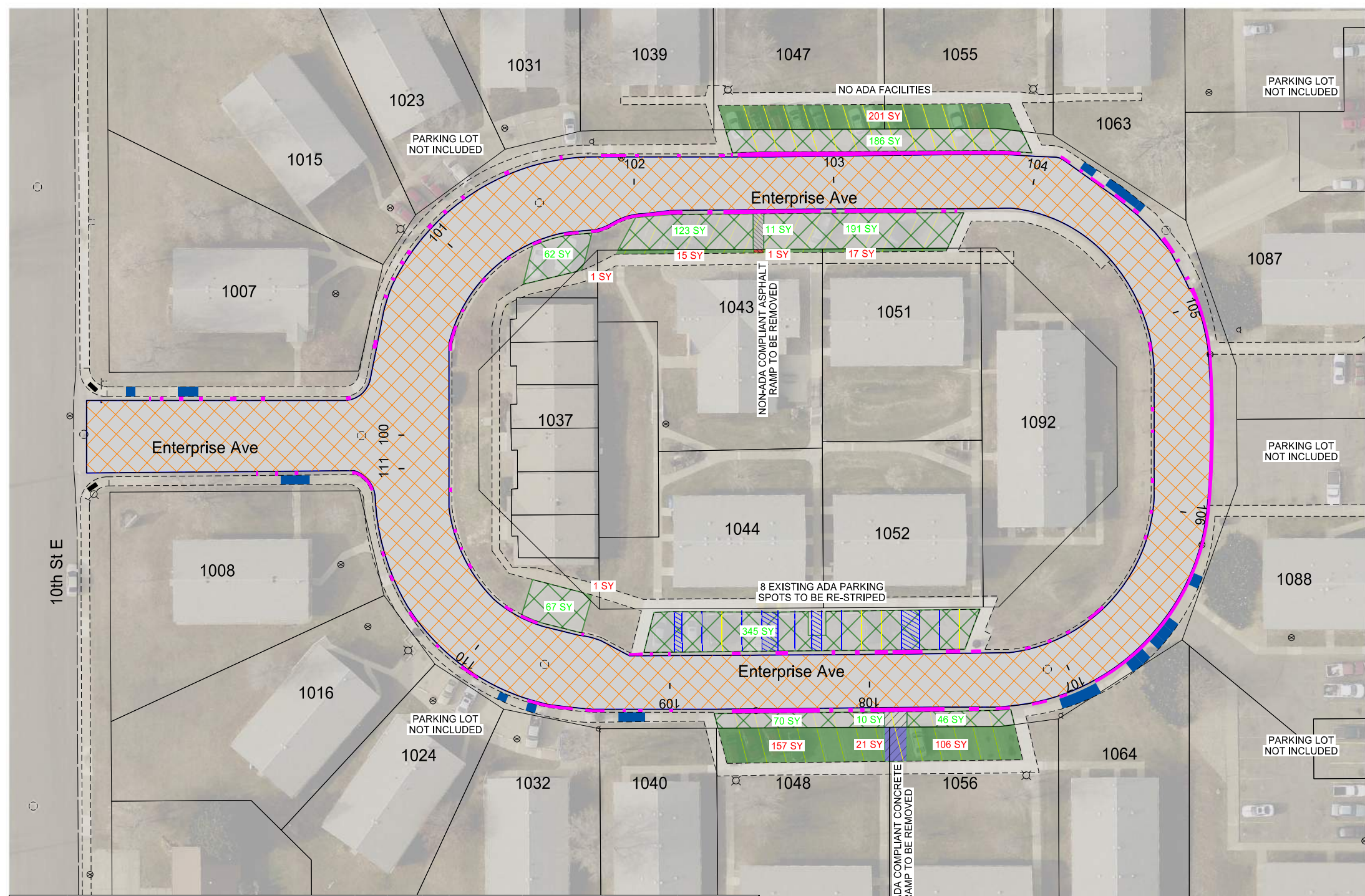
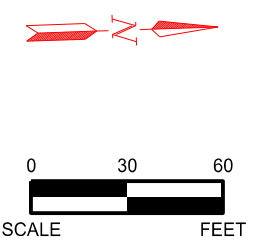
On this _____ day of _____, 2026, before me personally appeared _____ and _____ known to me to be, respectively, the President of the Board of City Commissioners and the City Administrator of the City of Dickinson, the persons who are described herein and who executed the within and foregoing instrument and acknowledged to me that the City of Dickinson executed the same.

Notary Public
Stark County, North Dakota



- LEGEND**
- MILL AND OVERLAY AREA (CURRENT PROJECT SCOPE)
 - SIDEWALK / DRIVEWAY IMPROVEMENTS (CURRENT PROJECT SCOPE ASSESSED BY SID)
 - CURB AND GUTTER IMPROVEMENTS (CURRENT PROJECT SCOPE)

- VOLUNTARY PORTION**
- MILL AND OVERLAY PROJECT COST
 - MILL AND OVERLAY CCI COST
 - REMOVAL OF CONCRETE / ASPHALT REPAIR PROJECT COST
 - REMOVAL OF CONCRETE / ASPHALT REPAIR CCI COST
 - REMOVAL OF BITUMINOUS / ASPHALT REPAIR PROJECT COST
 - REMOVAL OF BITUMINOUS / ASPHALT REPAIR CCI COST



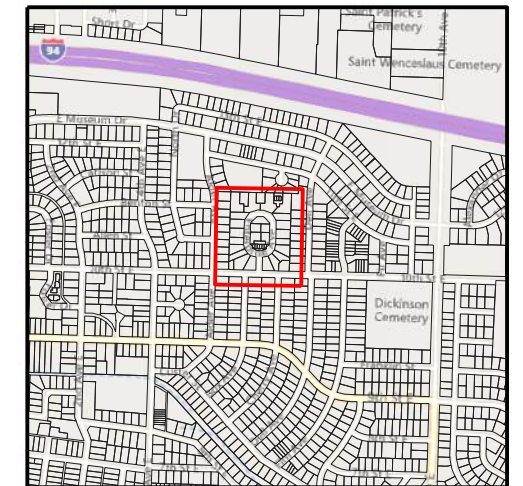
202601: 2026 ROAD MAINTENANCE - MILL & OVERLAY								
CURRENT PROJECT SCOPE (MILL & OVERLAY, CURB & SIDEWALK IMPROVEMENTS)				COST			SUBTOTAL	
				CITY	CCI			
TOTAL				\$ 183,247.00	\$ 8,204.40		\$ 191,451.40	
VOLUNTARY PORTION (ADDITIONAL PARKING LOTS)								
ITEM NO.	DESCRIPTION	UNIT	QUANTITY		COST			SUBTOTAL
			CITY	CCI	CITY	CCI		
1	MILLING PAVEMENT SURFACE	SY	1,090	498	\$ 3.20	\$ 3,488.00	\$ 1,593.60	\$ 5,081.60
2	REMOVAL OF CONCRETE PAVEMENT	SY	10	21	\$ 28.00	\$ 280.00	\$ 588.00	\$ 868.00
3	REMOVAL OF BITUMINOUS SURFACING	SY	11	1	\$ 18.00	\$ 198.00	\$ 18.00	\$ 216.00
4	ASPHALT PAVEMENT	TON	91	42	\$ 156.00	\$ 14,196.00	\$ 6,552.00	\$ 20,748.00
5	ASPHALT REPAIR	TON	5	5	\$ 250.00	\$ 1,250.00	\$ 1,250.00	\$ 2,500.00
6	SUBGRADE PREPARATION - ASPHALT REPAIR	SY	21	22	\$ 18.00	\$ 378.00	\$ 396.00	\$ 774.00
7	AGGREGATE BASE COURSE CL 5	CY	4	4	\$ 148.00	\$ 592.00	\$ 592.00	\$ 1,184.00
8	GEOSYNTHETIC MATERIAL - TYPE G	SY	21	22	\$ 4.20	\$ 88.20	\$ 92.40	\$ 180.60
9	4" EPOXY PAINT LINE	LF	1,178	447	\$ 1.05	\$ 1,236.90	\$ 469.35	\$ 1,706.25
TOTAL						\$ 21,707.10	\$ 11,551.35	\$ 33,258.45

This document is preliminary and not for construction or implementation purposes.

202601 - 2026 ROAD MAINTENANCE - MILL AND OVERLAY
 CITY OF DICKINSON
 DICKINSON, NORTH DAKOTA
 ENTERPRISE AVE PARKING LOTS - ASPHALT

SHEET EXH-1

VICINITY MAP

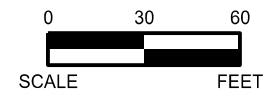


CivilScienc
 531 West Villard Street, Suite 1
 Dickinson, ND 58601
 701.774.8200

NO.	DATE	REVISION

DRAFTED
KJW
 REVIEWED
JAE
 PROJECT NUMBER
202601
 ISSUE DATE
2/11/2026

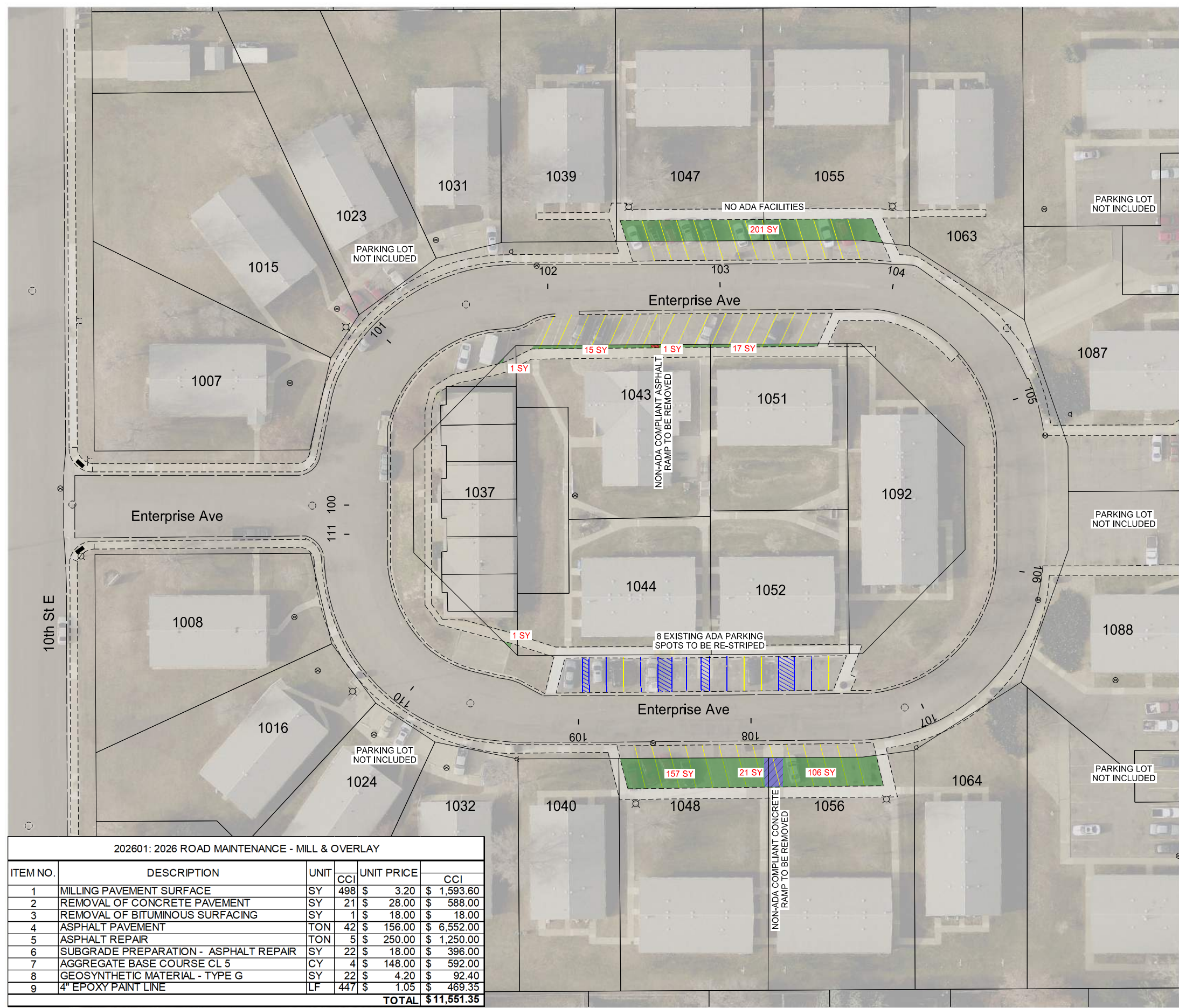
- VOLUNTARY PORTION**
- MILL AND OVERLAY
CCI COST
 - REMOVAL OF CONCRETE / ASPHALT REPAIR
CCI COST
 - REMOVAL OF BITUMINOUS / ASPHALT REPAIR
CCI COST



This document
is preliminary
and not for
construction or
implementation
purposes.

202601 - 2026 ROAD MAINTENANCE - MILL AND OVERLAY
 CITY OF DICKINSON
 DICKINSON, NORTH DAKOTA
 ENTERPRISE AVE PARKING LOTS - ASPHALT (CCI PORTION)

SHEET
EXH-2



202601: 2026 ROAD MAINTENANCE - MILL & OVERLAY				
ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	
			CCI	CCI
1	MILLING PAVEMENT SURFACE	SY	498	\$ 3.20 \$ 1,593.60
2	REMOVAL OF CONCRETE PAVEMENT	SY	21	\$ 28.00 \$ 588.00
3	REMOVAL OF BITUMINOUS SURFACING	SY	1	\$ 18.00 \$ 18.00
4	ASPHALT PAVEMENT	TON	42	\$ 156.00 \$ 6,552.00
5	ASPHALT REPAIR	TON	5	\$ 250.00 \$ 1,250.00
6	SUBGRADE PREPARATION - ASPHALT REPAIR	SY	22	\$ 18.00 \$ 396.00
7	AGGREGATE BASE COURSE CL 5	CY	4	\$ 148.00 \$ 592.00
8	GEOSYNTHETIC MATERIAL - TYPE G	SY	22	\$ 4.20 \$ 92.40
9	4" EPOXY PAINT LINE	LF	447	\$ 1.05 \$ 469.35
TOTAL				\$11,551.35

4th AVE SE Vicinity Map





Engineering Memorandum

May 13, 2026

RE: May 19th Commission Meeting

4th AVE SE CONSTRUCTION ENGINEERING TASK ORDER TO NORTHERN PLAINS ENGINEERING

For your consideration is a task order for construction engineering with Northern Plains Engineering to construct the 4th Ave SE roadway and utilities from 6th St SE to 5th St SE. The lots and right-of-way dedication were platted with the Netzer's 1st Subdivision dated 1977 and the Southview Homes Second Addition dated 2012. As per the development agreement which was approved by the City Commission on August 5, 2025, the OWNER will pay for all construction within the City of Dickinson platted right-of-way as per the text in Section 2 of the development agreement document. The financial security and insurance requirements for the public infrastructure as defined in Section 7 of the development agreement have been submitted to the City of Dickinson. Construction engineering and inspections will be performed by the engineering of record (Northern Plains Engineering) who will be directly contracted through the City of Dickinson with this task order. All costs for the construction engineering and inspections will be paid by reimbursed to the City of Dickinson by the Owner. A one-year warrantee period for the construction of the roadway and utilities is included once substantial completion of the construction has been met.

A capital improvement project will be created by the City of Dickinson engineering staff for this scope of work to track costs and ensure the one year warrantee period is monitored.

The City Engineering staff recommends approval.



TASK ORDER NO. []

This is Task Order No. **[2026-3]**, consisting of 11 pages.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated **[date]**, Owner and Engineer agree as follows:

1. TASK ORDER DATA

a.	Effective Date of Task Order:	May 19, 2026
b.	Owner:	City of Dickinson
c.	Engineer:	Northern Plains Engineering
d.	Specific Project (title)	4th Avenue SE Roadway & Utilities (NPE No. 2504100)
e.	Specific Project (description):	Construction Engineering / Construction Material Testing
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	N/A

2. BASELINE INFORMATION

Baseline Information. Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Specific Project Title:	4 th Avenue SE Roadway & Utilities
Type and Size of Facility:	Reserved
Description of Improvements:	Utilities and Street Improvements
Expected Construction Start:	2026 Construction Season
Prior Studies, Reports, Plans:	4 th Ave SE Roadway and Utility Plans
Facility Location(s):	4 th Avenue SE
Current Specific Project Budget:	N/A
Funding Sources:	Development Agreement
Known Design Standards:	City of Dickinson
Known Specific Project Limitations:	Reserved
Specific Project Assumptions:	Reserved
Other Pertinent Information:	

3. SERVICES OF ENGINEER (“SCOPE”)

- A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:
 - Exhibit A to Task Order, “Engineer's Services for Task Order,” 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:
 - 1. If the Scope established in Paragraph 2.A above includes RPR services, then Exhibit D to Task Order is expressly incorporated in this Task Order by reference.
- D. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

4. DELIVERABLES SCHEDULE

- A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with Exhibit B to Task Order, attached to this specific Task Order.

5. ADDITIONS TO OWNER'S RESPONSIBILITIES

- A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order:

6. TASK ORDER SCHEDULE

- A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: **[Indicate "Not Applicable" if the schedule in Exhibit B, as modified for the specific Task Order, is sufficient.]**

Date	Action / Milestone	Comment

7. ENGINEER'S COMPENSATION

- A. The terms of payment are set forth in Article 4 of the Main Agreement.
- B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services		[]
a. Phase or Subtask 1	\$()	[]
b. Phase or Subtask 2	\$()	[]
c. Phase or Subtask 3	\$()	[]
d. Phase or Subtask 4	\$()	[]
2. Resident Project Representative Services*	\$70,275.00	[Hourly Rates]
TOTAL COMPENSATION (items 1 and 2)	\$70,275.00	
3. Additional Services under Section 2.D above	(N/A)	[]

*Based on a six-week construction period.

- C. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

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

- A. **None**

9. EXHIBITS AND ATTACHMENTS:

- A. Exhibit A to Task Order—Engineer's Services Under Task Order
- B. Exhibit B to Task Order—Task Order Deliverables Schedule
- C. Exhibit D to Task Order—Duties, Responsibilities, and Limitations of Authority of Resident Project Representative Under Task Order
- D. Exhibit E to Task Order-EJCDC® C-626, Notice of Acceptability of Work (Form)
- E. Other:

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.

Task Order.

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Page 4 of 11

OWNER:

ENGINEER:

By: _____

By: _____

Print Name: _____

Print Name: Jeremy Wood _____

Title: _____

Title: Principal _____

Engineer's License or Firm's Certificate No. (if required): 1055C _____

State of: North Dakota _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Joshua Skluzacek _____

Name: Alec Hovick _____

Title: Engineering & Community Development Director _____

Title: Senior Project Manager _____

Address: 38 1st St West, Dickinson, ND 58601 _____

Address: 441 23rd Street West, Dickinson, ND _____

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

E-Mail Address: ahovick@nplainseng.com _____

Phone: 701-456-7744 _____

Phone: 507-269-3271 _____

Date: _____

Date: 5/19/2026 _____

EXHIBIT A—ENGINEER’S SERVICES FOR TASK ORDER

Estimate of Project Hours											
4th Ave SE Utility and Roadway Plans City of Dickinson, ND Prepared by: Jeremy Wood, Principal Engineer Date: 7/30/25											
Task	Principal Engineer	Senior Engineer	Project Engineer	Construction Engineer	Materials Technician	Construction Technician	Engineering Technician	Survey Crew Chief	Survey Crew	Fee	
(4th Ave SE Hourly Rates)	\$ 190.00	\$ 170.00	\$ 150.00	\$ 140.00	\$ 135.00	\$ 125.00	\$ 120.00	\$ 155.00	\$ 230.00		
100 SURVEY											
Construction Surveying											
Utility Staking								6	16	\$	4,610
Roadway Staking								6	20	\$	5,530
As built Survey								2	6	\$	1,690
Subtotal Survey										\$	11,830
200 CIVIL ENGINEERING											
Construction Engineering											
Pre-Construction Meeting	2		4				2			\$	1,230
Project Inspection & Documentation	4	10	12	60			160	40		\$	37,460
Material Testing			6		60		16	10		\$	12,200
Final Records		2	4	8				12		\$	3,500
Subtotal Civil Engineering										\$	50,890
Subtotal Estimated Hours											
	6	12	26	68	60	178	62	14	42		468
Subtotal Fee	\$ 1,140	\$ 2,040	\$ 3,900	\$ 9,520	\$ 8,100	\$ 22,250	\$ 7,440	\$ 2,170	\$ 9,660	\$	66,220.00
										Direct Cost Items	
										Lodging	\$ -
										Mileage	\$ -
										Meals	\$ -
										Material Testing Direct Costs	\$ 4,055.00
										Total Direct Cost Items	\$ 4,055.00
										Total Contract Engineering Fee	\$ 70,275.00

Task Order.

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EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE UNDER TASK ORDER

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 an average of 40 hours representation for the assumed six-week construction schedule.
- 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.

Task Order.

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4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. Liaison
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
7. Shop Drawings, Samples, and other Submittals
 - a. Receive Samples that are furnished at the Site by Contractor.
 - b. Receive Contractor-approved Shop Drawings.
 - c. Receive other Submittals from Contractor.
 - d. Record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals.
 - e. Notify Engineer of availability of Samples for examination, and forward Contractor-approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.
 - f. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. Review of Work; Defective Work
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

Task Order.

removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. Inspections, Tests, and System Start-ups

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
- f. Nothing in this Agreement will be construed to require RPR to conduct inspections.

11. Records

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

Task Order.

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- d. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - e. Maintain records for use in preparing Project documentation.
 - f. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.
12. Reports
- a. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft responses to or make recommends on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
 - d. Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
15. Completion
- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
 - b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

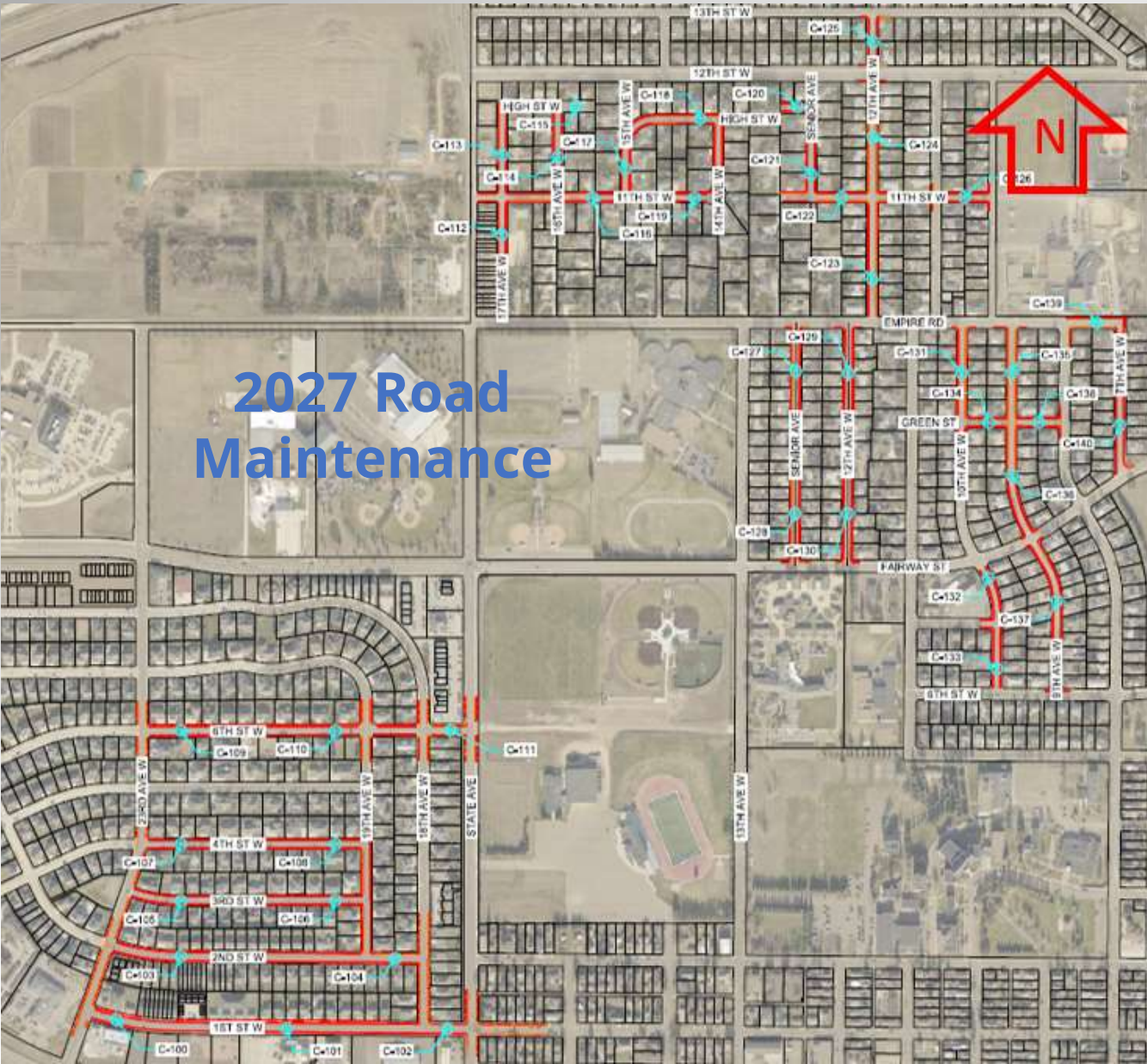
1.03 Limitations of Authority

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.

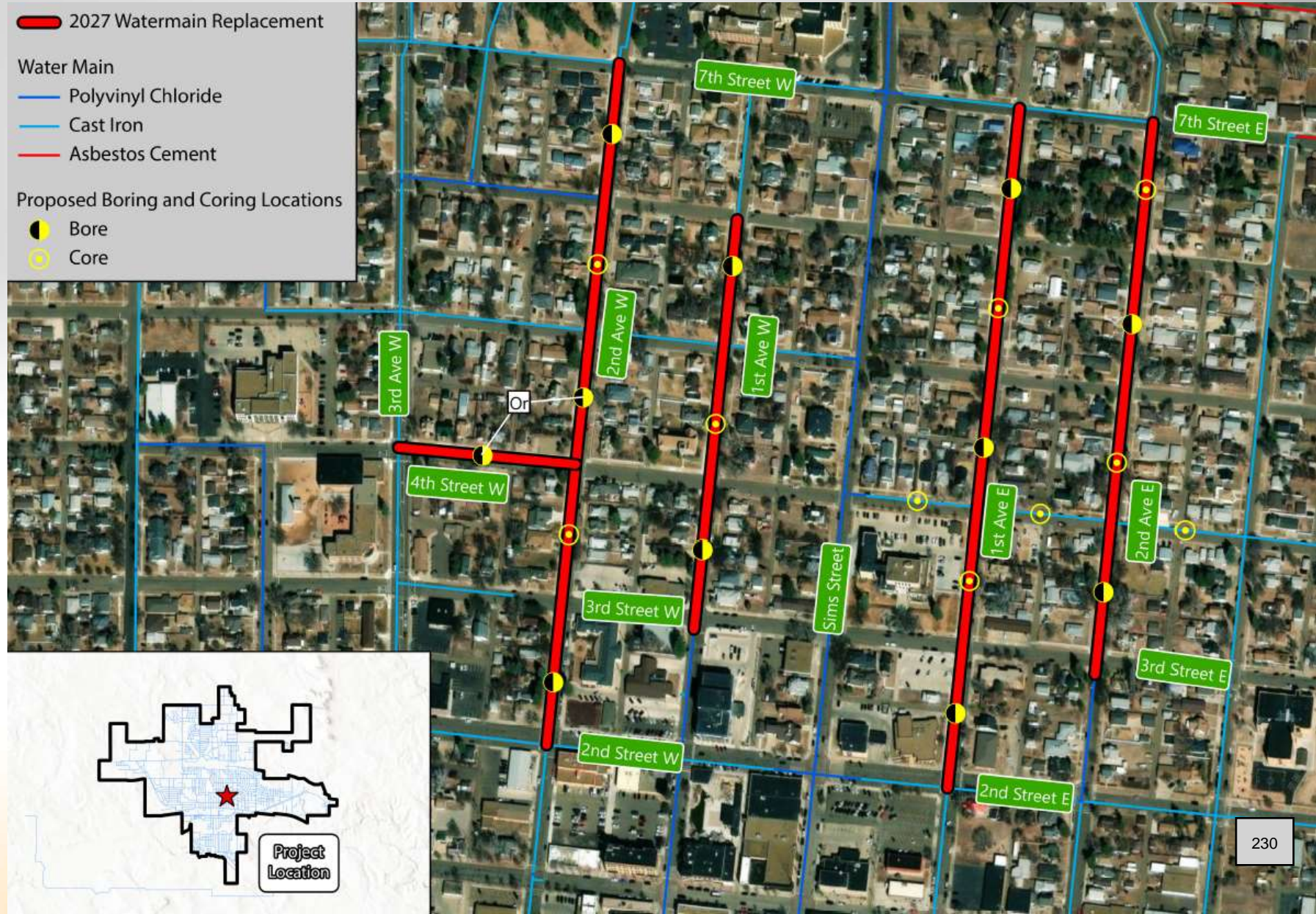
Geotechnical Engineering Contract

2027 Road
Maintenance



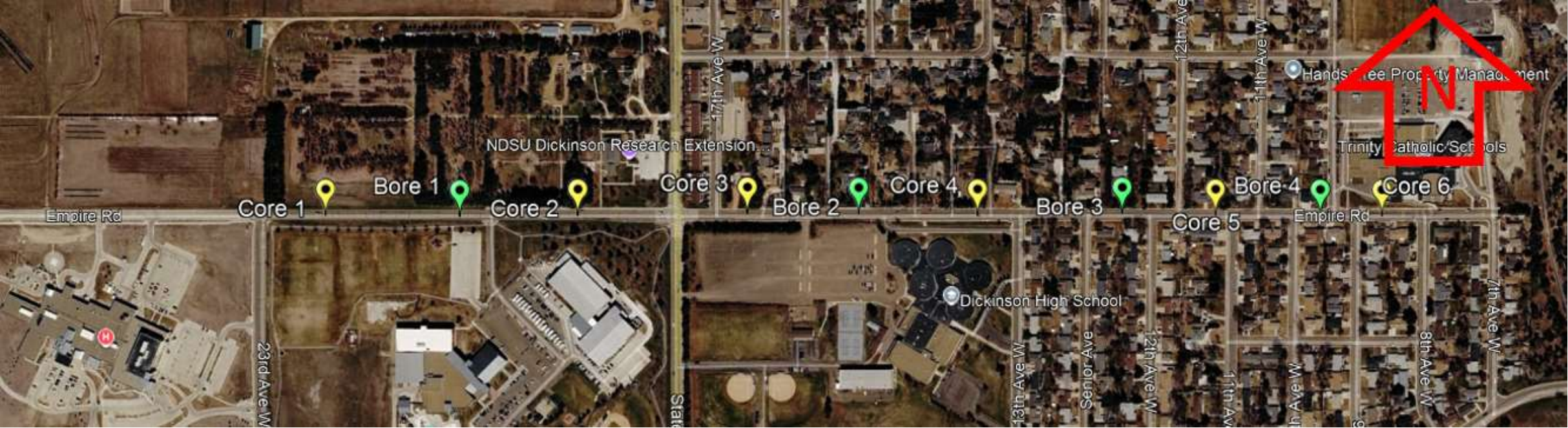
Geotechnical Engineering Contract

2027 Watermain Replacement



Geotechnical Engineering Contract

Empire Road – 23rd Ave West to 8th Avenue West



Geotechnical Engineering Contract

Fairway Street- 23rd Ave West to 13th Avenue West





Engineering Memorandum

May 14, 2026

RE: May 19th Commission Meeting

GEOTECHNICAL ENGINEERING CONTRACT TO BRAUN INTERTEC CORP.

For your consideration is a contract for Geotechnical Engineering with Braun Intertec Corp. for the following projects listed below. This contract is in reference to a proposal received through a request for proposal where two proposals were received. Braun Intertec Corp. scored the highest score based on their proposal for the projects. The City Attorney has reviewed this task order with no comments.

- Project 202701: 2027 ROAD MAINTENANCE
- Project 202703: 2027 WATERMAIN REPLACEMENT
- Project 202610: EMPIRE RD - 23rd AVE W to 8th AVE W
- Project 202611: FAIRWAY ST - 23rd AVE W to 13th AVE W

The scope of work included in the proposal will utilize ground penetrating radar (GPR) to provide more data of the existing street pavement sections and conditions where the mill and overlay is the desired street improvement approach. The GPR will provide more data than pavement cores and soil borings only, the cost of the GPR scope of work is less than the proposed pavement cores and soil borings.

The City Engineering staff recommends approval.



May 14, 2026

Revised Proposal: 10009840

Sylvia Miller
City of Dickinson
38 1st Street West
Dickinson, ND 58601

Re: Proposal for a Geotechnical Evaluation
City of Dickinson 2027 Geotechnical Engineering Services for Various Improvement Projects
Various Streets
Dickinson, North Dakota

Dear Ms. Miller:

Braun Intertec Corporation (Braun Intertec) submits this proposal to complete a geotechnical evaluation for the four projects included in the City of Dickinson 2027 Geotechnical Engineering Services for Various Improvement Projects. You requested a specific scope of work in the RFP we received on March 27, 2026, and we responded with our proposal dated April 17, including the requested scope, and an alternative scope tailored to the project goals. We understand you would like to proceed with our alternative work scope, and we have revised our proposal with this in mind for clarity of scope.

Our scopes for the projects include modifications to the requested laboratory testing frequencies based on our experience with the local soil conditions, incorporation of Ground Penetrating Radar (GPR) to provide more data for pavement thickness evaluations, reducing the number of pavement cores to confirm GPR results, and adding post-report collaboration time with you for meetings and consulting.

Project Information

Per the RFP received March 27, 2026, we understand the city is seeking geotechnical services for four projects. These include the following:

- Task 1: Project 202701 – 2027 Road Maintenance – this includes street repairs (expected to be mill and overlay) for several residential neighborhoods. This project also includes new watermain proposed along two blocks of 3rd Street Southwest.
- Task 2: Project 202703 – 2027 Watermain Replacement – this includes approximately 20 blocks of watermain replacement between 2nd Street West and 7th Street West, north of downtown Dickinson. Based on the project location, there is a chance of shallow bedrock near the top of the hill between 6th Street West and 7th Street West.



- Task 3: Project 202610 – Empire Road, 23rd Ave West to 8th Ave West – this project includes a planned mill and overlay of approximately 5,200 linear feet of asphalt pavement.
- Task 4: Project 202611 – Fairway Street, 23rd Ave West to 13th Ave West – this project includes a planned mill and overlay of approximately 3,100 linear feet of asphalt pavement.

Qualifications

Our work will be managed by Ian Becket and reviewed by Wes Dickhut, PE, from our Bismarck office. Wes Dickhut is a registered professional engineer in North Dakota. We have performed geotechnical evaluations for the City of Dickinson in 2024 and 2025 for various infrastructure and building projects. We additionally have performed many pavement evaluations in nearby cities in Western North Dakota including utility support and backfill recommendations, pavement design recommendations, and value engineering options to improve various pavements with options including geogrid. We have additionally begun to incorporate non-destructive techniques, including GPR, into pavement evaluations for much higher detail data of bituminous and aggregate base thicknesses to support mill and overlay or other pavement improvement techniques. Our GPR team is based in the Twin Cities in Minnesota and have extensive experience with pavement improvement across North Dakota and Minnesota.

Our local Dickinson office is staffed with engineering technicians who can provide testing and support during construction and are managed by Jeremy Ficek, an experienced technician familiar with NDDOT testing. We additionally have experienced technicians experienced with utility and pavement construction and testing in our Bismarck office. We can provide observations, testing, and consulting support during construction in the event unexpected conditions are encountered. We do not anticipate any conflicts of interest associated with these projects.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of utility and street improvements.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.



Coordination

We anticipate we can complete the tasks with efficiency to combine mobilizations from our Bismarck office for field exploration. We will provide frequent updates on our field work status, completion, and expected timing of our draft reports. We expect to meet with you and your designated design team on each project at least once to discuss our results and collaborate on solutions for each project.

Site Access

Based on aerial photographs, it appears that the site is accessible to our truck-mounted drill rig. We assume there will be no cause for delays in accessing the exploration locations.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Ground Penetrating Radar (GPR)

We will incorporate ground penetrating radar (GPR) to provide more data of the existing street conditions as mill and overlay is the desired street improvement approach for Tasks 1, 3, and 4.

To provide a continuous profile of pavement layer thicknesses along the streets, we will perform GPR testing using a 2.0-gigahertz, air-coupled unit from GSSI, Inc. Testing will be performed at posted speeds in a single direction of travel. We will provide results on a street-by-street basis.

Pavement layer thickness data will be gathered at an interval of approximately four data points per foot. Our GPR measurements will be tied to GPS coordinates and interpreted thicknesses will be verified with information obtained from the pavement cores and hand auger borings. A GPR unit of this configuration can be expected to penetrate a maximum of 2 to 3 feet under ideal conditions. Unfavorable soils and ambient and electromagnetic interference may limit the useful depth of the data.

Once reviewed, we can share the GPR data with the design team. In our experience it is best to complete the GPR data collection and review in advance of invasive exploration including soil borings and cores. This approach can identify thick and thin areas of pavement and confirm observed conditions with field data. We propose to reduce the number of cores for Task 1 to 30; we will collaborate with you and the design team to select or modify exploration locations based on field/observed conditions.



Staking

We will stake the proposed boring locations, as selected by you, using our Trimble Catalyst GPS. This GPS can typically give accuracies of +/- 1 inch. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project. We will provide exploration location coordinates and elevations in the NAD83 and NAVD88 datums, respectively.

Utility Clearance

Prior to drilling or excavating, we will contact North Dakota One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities.

You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies. As the borings are to be performed in the public right of way, we expect no private utilities will be a conflict.

Traffic Control

Our borings will extend into the right of way of public streets and thus, we must provide traffic control to facilitate our work. For tasks 1 and 2, we expect the traffic volumes will be low and in residential neighborhoods. We will provide signs and cones to divert traffic around our work area; we must provide a traffic control supervisor to assist the drill crew with setup and teardown of the traffic control setup, monitor traffic during the work period, and assist the public with navigating around the work area. Our proposal includes fees for these activities.

We understand the traffic volumes of Fairway Street (Task 4) require a full traffic control setup, including cones, signs, and flaggers. We will retain 3D Specialties to complete the required traffic control setups and flag for the duration of the work in accordance with the AASHTO Uniform Manual of Traffic Control Devices. Due to the small amount of soil borings required for this task, we will also complete the borings for Task 3 the same day, utilizing 3D Specialties for traffic control on this as well. This reduces risk of traffic incidents, increases the safety of our crew, and incurs little extra cost, as our subcontractor will already be onsite. We expect the exploration activities for Tasks 3 and 4 can be completed in the same day of work.

Pavement Coring

We will core the street pavements at selected locations with a diamond core barrel coring rig. After the core is removed from the corehole, we will measure aggregate base thickness at each boring location using a hand auger. Additionally, we will perform a Dynamic Cone Penetrometer to approximately 12 inches below the bottom of the aggregate base to collect subgrade strength data for use in pavement evaluation.



Penetration Test Borings

We propose to drill the requested soil borings for the various projects. [Table 1](#) includes a breakdown of soil borings and depths for each task. We will perform sampling at 2 1/2-foot intervals at each boring location. We will perform a pavement core approximately adjacent to each boring location for pavement thickness and subgrade condition.

Table 1. Summary of Proposed Borings

Location	Type	Quantity	Depth (feet)
Task 1 – Street Improvements	SPT	18	5
Task 1 – Watermain	SPT	2	10
Task 2	SPT	10	10
Task 3	SPT	4	5
Task 4	SPT	3	5
Total		37	245

We will collect bag samples from each boring from the auger cuttings for laboratory testing.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Groundwater Measurements

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs.

Borehole Abandonment

We will backfill our exploration locations immediately after drilling or after final groundwater measurements at each location with auger cuttings. Upon backfilling exploration locations, we will fill holes in pavements with cold bituminous patch. We intend to backfill the holes with soil samples from previous projects where a bag sample is collected.



Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for releveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we have budgeted to perform the following laboratory tests. The number of tests is listed in the attached cost estimates.

Table 2. Laboratory Tests

Test Name	AASHTO Test Method	Purpose
Moisture content	T-265	Soil classification, moisture condition, and engineering properties
Atterberg limits	T-89 & T-90	Soil plasticity, shrink/swell potential, engineering parameters, suitability of soils for reuse
Sieve-hydrometer analysis	T-88	Soil classification using sieves for gravel- and sand-sized fractions and hydrometer for silt- and clay-sized fractions
Percent passing #200 sieve	T-11	Soil classification
Standard Proctor	T-99	Determine maximum dry density and optimum moisture content of soil
California Bearing Ratio	T-193	Engineering parameter used in designing pavements

We will determine the actual laboratory testing for the project depending on the encountered subsurface conditions. If we identify a laboratory testing program that exceeds the budget included in this proposal but provides additional value to the project, we will request authorization for the additional fees through a Change Order.

Engineering Analyses

We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to structure and pavement design and performance.



Report

We will prepare a report including:

- A sketch showing the exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing structure and pavement subgrades, and the selection, placement, and compaction of fill.
- Recommendations for the design and construction of new utilities, pavements, and pavement improvements.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Fees

We will furnish the services described in this proposal on a time and materials basis for an estimated fee as shown below in Table. Additional requests for meetings, consulting or modifications to the report will be billed at a rate of \$292 per hour. Our tabulations showing hourly and/or unit rates associated with our proposed scope of services are attached.

Table 3. Estimated Fee Breakdown

Task	Estimated Fee
Task 1: Project 202701 – 2027 Road Maintenance	\$37,405.50
Task 2: Project 202703 – 2027 Watermain Replacement	\$21,118.50
Task 3: Project 202610 – Empire Road, 23rd Ave West to 8th Ave West	\$18,176.50
Task 4: Project 202611 – Fairway Street, 23rd Ave West to 13th Ave West	\$15,631.50
Subtotal	\$92,332.00



Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

Schedule

We anticipate performing our work according to the following schedule.

- GPR Mobilization– scheduled for the week of June 1st, 2026, we expect the street data can be collected within one day onsite for Tasks 1, 3, and 4
- Drill and coring mobilization – approximately 2 to 3 weeks after completion of GPR
- Field exploration – approximately one week onsite to complete soil borings and pavement cores
- Classification and laboratory testing – within 1 to 2 weeks after completion of field exploration
- Preliminary results – within two weeks after completion of field exploration
- Report submittal – within about 6 to 8 weeks completion of field exploration, we expect to meet the deadline of September 4, 2026, for issuance of draft reports for each project; we will finalize reports after the design teams have time to review and comment

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.



General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We will perform our work in accordance with the negotiated general conditions between the City of Dickinson and Braun Intertec Corp, dated July 9, 2024

We appreciate the opportunity to present this proposal to you. We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Ian Becket at 612.750.2758 (ibecket@braunintertec.com).

Sincerely,

Braun Intertec Corporation

Ian C. Becket, EI
Staff Engineer

Charles (Wes) Dickhut, MS, PE
Associate Director, Principal Engineer

Attachments:

- Wes Dickhut Curriculum Vitae
- Project Proposals
- Negotiated General Conditions (07/09/2024)

The proposal is accepted, and Braun Intertec is authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

CHARLES W. (WES) DICKHUT, PE *Technical Leader / Principal Engineer*



As a principal engineer at Braun Intertec in North Dakota, Mr. Dickhut serves as the technical leader for geotechnical engineering and construction materials testing projects for a variety of institutional, transportation, commercial, utility, industrial, and residential projects. His responsibilities include determining client needs, developing an appropriate scope of services to meet those needs, and managing the project to be completed on time and within budget. Wes also develops solutions and makes recommendations for geotechnical engineering reports, performs research, writes reports, examines soil samples, monitors budgets, and works with engineers, engineering assistants, technicians, and drillers to coordinate their activities. He is an adjunct for the University of Mary Civil Engineering program, and gives guest lectures to local universities on site improvement and slope stabilization alternatives.

EDUCATION

B.S., Geological Engineering,
Colorado School of Mines

M.S., Geological Engineering,
University of Idaho

PROFESSIONAL REGISTRATIONS

Professional Engineer:
ND No. PE-9213
MN No. 56467
MT No. 30686
SD No. 11962
WY No. 14979
KS No. 25457
CO No. PE. 0061048

CERTIFICATIONS

Remote Pilot Certificate No. 4452875

PROFESSIONAL AFFILIATIONS

North Dakota Society of Professional Engineers

- Past President, Chapter 3
- Vice President, Statewide

Minnesota Geotechnical Society

American Society of Civil Engineers

PROJECT EXPERIENCE

- *Leland Olds Interim and Permanent Dewatering Facility, Stanton, ND* — Performed geotechnical evaluation for the interim structure in a very quick turnaround time and concluded that the site was suitable for construction since the area had been previously surcharged with stockpiled coal. The permanent facility required site improvement, and we assisted by discussing improvement requirements with qualified contractors.
- *Wastewater Reclamation and Recycling Facility (WRRF), Williston, ND* — Performed the geotechnical evaluation for the proposed WRRF. The facility included structures founded on driven pile foundations, rammed aggregate piers, and conventional foundations.
- *Historic Bridge Replacement, Velva, ND* — Performed subsurface explorations for the existing historic bridge that were re-used after new foundations were constructed. Provided recommendations for driven H-pile foundations that were available for re-use at the local DOT shop. Provided stability evaluation of the proposed spill through slopes and side slopes.
- *Caledonia Bridge Evaluation and Replacement, Trail County, ND* — Performed slope stability monitoring of an abutment exhibiting distress. Provided recommendations for mitigation, design, and construction of the new bridge, as well as road alignment that avoided potential slope stability problems. Construction plans included surcharge placement to reduce the effect of settlement on one of the new abutments.
- *County Bridge Replacements, MT and ND* — Performed geotechnical evaluations and provided design and construction recommendations for bridge replacement projects for counties in Montana and North Dakota.

**While employed by another firm.*

CHARLES W. DICKHUT, PE
Technical Leader / Principal Engineer

- *Railroad Track Stability Evaluation, Williston, ND* — Performed subsurface explorations and monitored slope inclinometers along a five mile stretch of mainline tracks that were affected by unstable cut slopes. Solution included material removal and regrading to achieve a semi-stable configuration that could be implemented quickly.
- *Spring Brook Compressor Station, Williston, ND* — Performed subsurface explorations and provided recommendations for design and construction of the compressor station on spread footings, drilled piers, and helical piles. Report included required dynamic material properties and lateral pile evaluation based on loads provided.
- *Halliburton Sand Plant, Richardton, ND* — Performed a geotechnical evaluation for the proposed railroad and sand loading facility. Equipment included heavily loaded silos, warehouses, and tanks supported on driven pile foundations and spread footings. Earthwork recommendations included options to re-use on site soils for railroad subgrade and embankment construction. Designed unloading pit walls to resist rail surcharge. During construction, we provided recommendations to repair soft subgrade due to frost and provided dynamic pile testing and observation.
- *Hess Oil Well Pads, ND* — Performed geotechnical evaluation for proposed development of well pads based on proposed grading plan and facilities layout, subsurface conditions encountered in five strategic soil borings, and geologic/soils/aerial information. Reports provided recommendations for earthwork, facility foundation, corrosion resistance, and mitigating unsuitable materials.
- *XTO Tank Batteries, ND* — Provided a limited geotechnical evaluation for oil well tank batteries that consisted of two to three soil borings. Evaluation included frost heave susceptibility, swell potential, fill depth, and settlement potential of native soils. Recommendations included site preparation requirements of helical pile foundation recommendations.
- *Salt Water Disposal Pads, ND* — Performed soil borings required by state regulatory agency, evaluated the subsurface conditions with respect to protection of underlying groundwater resources, and provided site preparation recommendations for pad development.
- *Nessom Gas Plant Expansion, Tioga, ND* — Provided recommendations for earthwork, spread footing, and drilled piers for the expansion of the existing gas plant.
- *Burleigh/Morton County Detention Facility, Bismarck, ND* — Provided dynamic compaction recommendations to improve existing fill soils so that spread footing foundations and ground supported slabs could be reliably used to support the proposed building.

*While employed by another firm.

CHARLES W. DICKHUT, PE
Technical Leader / Principal Engineer

- *South Dakota Armory National Gard (SDARNG) Readiness Center, Mobridge, SD* — Performed a geotechnical evaluation to evaluate causes of distress for a facility constructed over Pierre Shale and old landfill deposits. Provided recommendations for maintenance and repair.
- *Trinity Hospital, Minot, ND* — Performed a subsurface exploration and provided geotechnical recommendations for building support including driven piles, temporary and permanent basement dewatering, and temporary access roads.
- *Sakakawea Memorial Hospital Replacement, Hazen, ND* — Performed the geotechnical evaluation for a replacement hospital located between the existing hospital and a heavily used railroad. Challenges included existing fill and subgrade soils that consisted of fat clay and frost susceptible silt. Performed site-specific vibration monitoring for the structural engineer to design isolation foundation for imaging equipment.
- *McKenzie County Healthcare Facility, Watford City, ND* — Performed the geotechnical evaluation for the new facility to be constructed as an addition to the existing long-term care facility. We provided recommendations for three options for supporting the heavily loaded main structure on the weak native soils that were encountered at the basement foundation level.
- *Gateway to Science, Bismarck, ND* — Performed the preliminary geotechnical evaluation of the proposed site to rapidly discern the feasibility of constructing the proposed building on a site that had been impacted by historic fill placement. Provided recommendations for supporting the architecturally significant portions of the building as close as practical to the existing slopes, and performed test pit explorations to confirm our recommendations after design development proceeded.
- *Dodge Lagoons, Dodge, ND* — Principal engineer for lagoon rehabilitation as well as new construction. Project included slope stability of existing embankments and the recommendation for construction of a clay liner.
- *Ross Lagoon Expansion and Rehabilitation, Ross, ND* — Principal engineer for construction of a new lagoon cell, as well as the rehabilitation of the existing lagoon. Project included slope stability of existing cell under drawdown conditions for rehabilitation and recommendations for new embankments and clay liner construction.
- *Hartel Reservoir, McKenzie County, ND* — Provided the geotechnical evaluation for a water storage reservoir to support fracking operations. Evaluations included slope stability, seepage, groundwater control, and shrinkage. During construction, assumptions were confirmed and the earthwork procedures were modified to address encountered conditions.
- *Watford City High School and Roughrider Event Center, Watford City, ND* — Performed the geotechnical evaluation for proposed facilities that included cuts and fills on the order of 60 feet which included bedrock excavation and re-use of on-site material.

*While employed by another firm.

CHARLES W. DICKHUT, PE
Technical Leader / Principal Engineer

- *Convention and Visitors Bureau, Bismarck, ND* — Observed distress and performed a limited subsurface exploration to evaluate potential causes of distress affected walls, floor slabs, and support beams.
- *Distress Evaluation, Bismarck-Mandan, ND* — Observed and discussed with homeowners in the Bismarck-Mandan area patterns of distress and possible root causes for the excessive footing settlement on homes that was related to poor subgrade conditions, expansive clay, and frost heave.
- *South Ridge Apartments, Williston, ND* — Performed a subsurface explorations and coordinated the design of a soldier pile retaining wall to protect the clubhouse and parking area at a failing slopes. Evaluations also included distress observations due to settlement of poor quality fill at several other structures on the property. While working for a design/build contractor, oversaw the design and construction of micropile underpinning at two building entrances.
- *Good Shepherd Village, Endicott, NY** — Evaluation of multi-story apartments, single family homes, retaining walls, and a healthcare facility that were impacted by placement of frozen and uncompacted backfill. Distress included differential and excessive settlement. Repair strategies included underpinning, void grouting, over excavation and replacement, and monitoring.
- *Kings Gate West Apartments, Camillus, NY** — Forensic investigation of existing three-story apartment building that had experienced more than three inches of differential settlement. Work included level survey, soil borings, test pits to evaluate the subsurface conditions, and review of historical and anecdotal information to establish a timeline of distress. Recommended compaction grouting and provided construction materials testing services during restoration.
- *Hoy Road, Cornell University, Ithaca, NY** — Performed subsurface exploration and slope inclinometer monitoring of historic landslide that had been periodically active since the 1930s, overlooking scenic Cascadilla Creek. The roadway was critical for access to the campus and included the main steam heating lines between campus and the heating plant. Solution involved the installation of a soldier pile wall with tied-back anchors, drainage provisions, and placement of geofoam between the steam tunnels and wall.
- *Johnny Bird Veterans Memorial Retaining Wall, New Town, ND* — Performed subsurface exploration and geotechnical evaluations of an MSE retaining wall that had settled over 2 feet. Recommended remediation activities for subgrade improvement. While working for a design/build contractor, oversaw the design and construction of a jet grouting program to accommodate reconstruction of the retaining wall.

*While employed by another firm.

CHARLES W. DICKHUT, PE
Technical Leader / Principal Engineer

- *EN-Sorenson Access Road, Mountrail County, ND* — Performed subsurface exploration and slope stability evaluations of an access road to a remote location in a sensitive environmental area. Recommendations including maximum slope inclinations and providing structural retaining wall alternatives. While working for a design/build contractor, oversaw the design and construction of a soil nail wall with high strength steel mesh for a distressed area.
- *Tower Road Retaining Wall, Rapid City, SD** — Led a design/build competitive proposal for the design and construction of a retaining wall below high voltage power lines. Solution included a micropile supported retaining wall to restore the road and provide adequate shoulder for guardrail/pedestrian access while keeping the power lines energized.

**While employed by another firm.*



Fee Estimate
10009840_001
Task 1 - Project 202701 - 2027 Road Maint

Client:
 City of Dickinson
 Kris Keller
 38 1ST St W
 Dickinson, ND 58601-5106
 701.300.1930

Work Site Address:
 230 West Villard Street
 Dickinson, North Dakota 58601

	Qty/Hours	Rate	Amount
Task 1: Geotechnical Evaluation			
Subtask 1.1: Site Reconnaissance, Staking, & Utility Clearance			\$2,860.00
Utility clearance and staking	12.00	176.00	\$2,112.00
CADD Drafting	2.00	155.00	\$310.00
Vehicle, per mile	200.00	0.80	\$160.00
Trimble Catalyst GPS, Centimeter, per day	1.00	278.00	\$278.00
Subtask 1.2: Coring Services			\$7,298.00
Staff Engineer - Lead Coring Technician	20.00	176.00	\$3,520.00
Field Service Technician - Coring Assistant	20.00	104.00	\$2,080.00
Vehicle, per mile	400.00	0.80	\$320.00
Bituminous patch, per bag	30.00	23.00	\$690.00
Coring Equipment and Core Barrel Wear (per 1/2 day)	4.00	172.00	\$688.00
Subtask 1.3: Drilling Services			\$7,740.00
Truck Mounted Drilling Services, per hour	20.00	387.00	\$7,740.00
Subtask 1.4: Drilling Expenses and Support			\$3,943.00
Staff Engineer	20.00	176.00	\$3,520.00
Warning signs - Per Day, including trailer	2.00	200.00	\$400.00
Bituminous patch, per bag	1.00	23.00	\$23.00
Subtask 1.5: Laboratory Tests			\$5,168.00
Soil Moisture Content ASTM D2216 each	22.00	27.00	\$594.00
Soil Atterberg Limits LL and PL, Single-Pt, ASTM D4318 each	10.00	144.00	\$1,440.00
Soil Sieve Loss by Washing Through #200 Sieve each	10.00	96.00	\$960.00
Soil Proctor MD Relationship (Standard) ASTM D698 each	4.00	219.00	\$876.00
Soil California Bearing Ratio ASTM D1883 per molded each	2.00	399.00	\$798.00
Subcontractor - Project X - Sulfate	5.00	100.00	\$500.00
Subtask 1.6: Evaluation/Analysis/Reports			\$5,806.00
Staff Engineer	18.00	176.00	\$3,168.00
Project Engineer	2.00	219.00	\$438.00
Principal Engineer	4.00	292.00	\$1,168.00
Project Assistant	6.00	84.00	\$504.00
Project Manager	3.00	176.00	\$528.00
Subtask 1.7: GPR Services			\$4,590.00
Project Engineer	10.00	219.00	\$2,190.00
GPR Technician	10.00	121.00	\$1,210.00
FWD/GPR Mobilization, per mile	400.00	1.00	\$400.00
GPR Equipment Fee, Roadway, per hour	10.00	79.00	\$790.00
Task 1 Total:			\$37,405.00
Project Total			\$37,405.00



Fee Estimate
10009840_002
Task 2 - Project 202703: 2027 Watermain

Client:
 City of Dickinson
 Kris Keller
 38 1ST St W
 Dickinson, ND 58601-5106
 701.300.1930

Work Site Address:
 849 3rd Avenue West
 Dickinson, North Dakota 58601

	Qty/Hours	Rate	Amount
Task 1: Geotechnical Evaluation			
Subtask 1.1: Site Reconnaissance, Staking, & Utility Clearance			\$2,078.50
Utility clearance and staking	8.00	176.00	\$1,408.00
CADD Drafting	1.50	155.00	\$232.50
Vehicle, per mile	200.00	0.80	\$160.00
Trimble Catalyst GPS, Centimeter, per day	1.00	278.00	\$278.00
Subtask 1.2: Coring Services			\$5,376.00
Staff Engineer - Lead Coring Technician	15.00	176.00	\$2,640.00
Field Service Technician - Coring Assistant	15.00	104.00	\$1,560.00
Vehicle, per mile	250.00	0.80	\$200.00
Bituminous patch, per bag	20.00	23.00	\$460.00
Coring Equipment and Core Barrel Wear (per 1/2 day)	3.00	172.00	\$516.00
Subtask 1.3: Drilling Services			\$4,257.00
Truck Mounted Drilling Services, per hour	11.00	387.00	\$4,257.00
Subtask 1.4: Drilling Expenses and Support			\$2,136.00
Staff Engineer	11.00	176.00	\$1,936.00
Warning signs - per day, with trailer	1.00	200.00	\$200.00
Subtask 1.5: Laboratory Tests			\$3,595.00
Soil Moisture Content ASTM D2216 each	20.00	27.00	\$540.00
Soil Atterberg Limits LL and PL, Single-Pt, ASTM D4318 each	5.00	144.00	\$720.00
Soil Sieve Loss by Washing Through #200 Sieve each	5.00	96.00	\$480.00
Soil Proctor MD Relationship (Standard) ASTM D698 each	3.00	219.00	\$657.00
Soil California Bearing Ratio ASTM D1883 per molded each	2.00	399.00	\$798.00
Subcontractor - Project X - Sulfate	4.00	100.00	\$400.00
Subtask 1.6: Evaluation/Analysis/Reports			\$3,676.00
Staff Engineer	12.00	176.00	\$2,112.00
Principal Engineer	3.00	292.00	\$876.00
Project Assistant	4.00	84.00	\$336.00
Project Manager	2.00	176.00	\$352.00
Task 1 Total:			\$21,118.50
Project Total			\$21,118.50



Fee Estimate
10009840_003
Task 3 - Project 202610: Empire Road

Client:
 City of Dickinson
 Kris Keller
 38 1ST St W
 Dickinson, ND 58601-5106
 701.300.1930

Work Site Address:
 310 3rd Avenue West
 Dickinson, North Dakota 58601

	Qty/Hours	Rate	Amount
Task 1: Geotechnical Evaluation			
Subtask 1.1: Site Reconnaissance, Staking, & Utility Clearance			\$1,507.50
Utility clearance and staking	6.00	176.00	\$1,056.00
CADD Drafting	1.50	155.00	\$232.50
Vehicle, per mile	100.00	0.80	\$80.00
Trimble Catalyst GPS, Centimeter, per day	0.50	278.00	\$139.00
Subtask 1.2: Coring Services			\$3,534.00
Staff Engineer - Lead Coring Technician	10.00	176.00	\$1,760.00
Field Service Technician - Coring Assistant	10.00	104.00	\$1,040.00
Vehicle, per mile	200.00	0.80	\$160.00
Bituminous patch, per bag	10.00	23.00	\$230.00
Coring Equipment and Core Barrel Wear (per 1/2 day)	2.00	172.00	\$344.00
Subtask 1.3: Drilling Services			\$2,322.00
Truck Mounted Drilling Services, per hour	6.00	387.00	\$2,322.00
Subtask 1.4: Drilling Expenses and Support			\$2,750.00
Subcontractor - 3D Specialties - Traffic Control per day	0.50	5,500.00	\$2,750.00
Subtask 1.5: Laboratory Tests			\$1,625.00
Soil Moisture Content ASTM D2216 each	4.00	27.00	\$108.00
Soil Atterberg Limits LL and PL, Single-Pt, ASTM D4318 each	2.00	144.00	\$288.00
Soil Sieve Loss by Washing Through #200 Sieve each	2.00	96.00	\$192.00
Soil Proctor MD Relationship (Standard) ASTM D698 each	2.00	219.00	\$438.00
Soil California Bearing Ratio ASTM D1883 per molded each	1.00	399.00	\$399.00
Subcontractor - Project X - Sulfate	2.00	100.00	\$200.00
Subtask 1.6: Evaluation/Analysis/Reports			\$3,650.00
Staff Engineer	12.00	176.00	\$2,112.00
Project Engineer	2.00	219.00	\$438.00
Principal Engineer	2.00	292.00	\$584.00
Project Assistant	3.00	84.00	\$252.00
Project Manager	1.50	176.00	\$264.00
Subtask 1.7: Alternate 1: GPR Services			\$2,788.00
Project Engineer	2.00	219.00	\$438.00
GPR Technician	10.00	121.00	\$1,210.00
FWD/GPR Mobilization, per mile	350.00	1.00	\$350.00
GPR Equipment Fee, Roadway, per hour	10.00	79.00	\$790.00
Task 1 Total:			\$18,176.50
Project Total			\$18,176.50



Fee Estimate
10009840_004
Task 4 - Project 202611: Fairway Street

Client:
 City of Dickinson
 Kris Keller
 38 1ST St W
 Dickinson, ND 58601-5106
 701.300.1930

Work Site Address:
 Fairway Street
 Dickinson, North Dakota 58601

	Qty/Hours	Rate	Amount
Task 1: Geotechnical Evaluation			
Subtask 1.1: Site Reconnaissance, Staking, & Utility Clearance			\$1,507.50
Utility clearance and staking	6.00	176.00	\$1,056.00
CADD Drafting	1.50	155.00	\$232.50
Vehicle, per mile	100.00	0.80	\$80.00
Trimble Catalyst GPS, Centimeter, per day	0.50	278.00	\$139.00
Subtask 1.2: Coring Services			\$2,093.00
Staff Engineer - Lead Coring Technician	6.00	176.00	\$1,056.00
Field Service Technician - Coring Assistant	6.00	104.00	\$624.00
Vehicle, per mile	100.00	0.80	\$80.00
Bituminous patch, per bag	7.00	23.00	\$161.00
Coring Equipment and Core Barrel Wear (per 1/2 day)	1.00	172.00	\$172.00
Subtask 1.3: Drilling Services			\$1,548.00
Truck Mounted Drilling Services, per hour	4.00	387.00	\$1,548.00
Subtask 1.4: Drilling Expenses and Support			\$2,750.00
Subcontractor - 3D Specialties - Traffic Control per day	0.50	5,500.00	\$2,750.00
Subtask 1.5: Laboratory Tests			\$1,379.00
Soil Moisture Content ASTM D2216 each	3.00	27.00	\$81.00
Soil Atterberg Limits LL and PL, Single-Pt, ASTM D4318 each	2.00	144.00	\$288.00
Soil Sieve Loss by Washing Through #200 Sieve each	2.00	96.00	\$192.00
Soil Proctor MD Relationship (Standard) ASTM D698 each	1.00	219.00	\$219.00
Soil California Bearing Ratio ASTM D1883 per molded each	1.00	399.00	\$399.00
Subcontractor - Project X - Sulfate	2.00	100.00	\$200.00
Subtask 1.6: Evaluation/Analysis/Reports			\$3,566.00
Staff Engineer	12.00	176.00	\$2,112.00
Project Engineer	2.00	219.00	\$438.00
Principal Engineer	2.00	292.00	\$584.00
Project Assistant	2.00	84.00	\$168.00
Project Manager	1.50	176.00	\$264.00
Subtask 1.7: Alternate 1: GPR Services			\$2,788.00
Project Engineer	2.00	219.00	\$438.00
GPR Technician	10.00	121.00	\$1,210.00
FWD/GPR Mobilization, per mile	350.00	1.00	\$350.00
GPR Equipment Fee, Roadway, per hour	10.00	79.00	\$790.00
Task 1 Total:			\$15,631.50
Project Total			\$15,631.50

General Conditions for the City of Dickinson

Construction Material Testing and Special Inspections

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality ("Standard of Care"). If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional costs and agree to pay for those services at the rates listed in our cost estimate.

3.6 Reserved.

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report(s) in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 Reserved.

5.6 Reserved.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation. Pursuant to the laws of North Dakota, both parties may pursue any legal remedies under North Dakota laws.

6.2 Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of completion of Services. If during the one year period following completion of the services it is shown that the Standard of Care has not been met, and you have promptly notified us in writing of such failure, we shall perform, at our cost, such corrective services as may be necessary, within the original scope of the services, to remedy such deficiency.

6.4 Our aggregate liability for all claims, including our defense obligation, is limited to the lesser of those damages actually incurred and paid as a result of our negligence, or \$1,000,000.

6.5 Reserved.

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of North Dakota, without regard to its conflict of law rules. The laws of North Dakota will govern all disputes, and all claims shall be heard in the state or federal courts for North Dakota. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. Only to the extent allowed under North Dakota law, you will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

Section 8: Miscellaneous Provisions

8.1 Reserved.

8.2 Reserved.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

Section 9: Insurance

9.1 Professional Liability Insurance. We shall maintain in full force and effect for a period of three (3) years following completion of the Services under the applicable Proposal, professional liability insurance covering the performance of the Services. Such insurance shall be on a "claims made" basis and in the amount of \$1,000,000 per claim; \$1,000,000 aggregate.

9.2 Workers Compensation Insurance. We shall maintain workers compensation insurance with following limits:

Coverage A: Statutory.

Section 7. Item F.

Coverage B: \$1,000,000 Bodily Injury by accident; Each accident \$1,000,000; Bodily Injury by disease Policy limit \$1,000,000; Bodily Injury by disease Each employee.

9.3 General Liability Insurance. We shall maintain general liability insurance with coverage to include: Premises/Operations, Completed Operations and Contractual Liability (to cover the indemnification provision in this Agreement). Limits of coverage shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

9.4 Automobile Insurance. We shall maintain automobile liability insurance to include all owned autos (private passenger and other than private passenger), hired and non-owned vehicles. Limits of coverage shall not be less than a combined single limit of \$1,000,000 each accident.



Engineering Memorandum

May 15, 2026

RE: May 19, 2026 Commission Meeting

NORTHERN PLAINS ENGINEERING – TASK ORDER – MUSEUM EXPANSION (202320)

For your consideration is a Task Order with Northern Plains Engineering construction material testing of the Museum Expansion. The work includes concrete, soil excavation observation, and additional building material testing to support the project as it is constructed.

The task order is for an estimated \$20,390 and is on a time and material basis and is within the project budget for local and destination development funds.

The City Attorney has reviewed the contract amendment.

The City Engineering & Museum staff recommend approval.



TASK ORDER NO. [___]

This is Task Order No. [___],
consisting of 7 pages.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated [date], Owner and Engineer agree as follows:

1. TASK ORDER DATA

a.	Effective Date of Task Order:	
b.	Owner:	City of Dickinson
c.	Engineer:	Northern Plains Engineering
d.	Specific Project (title)	202320 – Museum Expansion (NPE No. 2607108)
e.	Specific Project (description):	Construction Material Testing
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	

2. BASELINE INFORMATION

Baseline Information. Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer’s scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Specific Project Title: 202320 – Museum Expansion

Type and Size of Facility: 12,268 SF Expansion

Description of Improvements: Gallery Space, Lab Space, Paleo Storage Additions

Expected Construction Start: 2026 Construction Season

Prior Studies, Reports, Plans:

Facility Location(s): 188 East Museum Drive, Dickinson, ND 58601

Current Specific Project Budget:

Funding Sources:

Known Design Standards: 2024 IBC

Known Specific Project Limitations:

Specific Project Assumptions:

Other Pertinent Information: RPR – JE Dunn

3. SERVICES OF ENGINEER (“SCOPE”)

- A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:
 - Exhibit A to Task Order, “Engineer's Services for Task Order,” as attached to this specific Task Order.
- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.
- C. Resident Project Representative (RPR) Services:
 - 1. If the Scope established in Paragraph 2.A above includes RPR services, then Exhibit D to Task Order is expressly incorporated in this Task Order by reference.
- D. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

4. DELIVERABLES SCHEDULE

- A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with Exhibit B to Task Order, attached to this specific Task Order.

5. ADDITIONS TO OWNER'S RESPONSIBILITIES

- A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order:

6. TASK ORDER SCHEDULE

- A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: **[Indicate "Not Applicable" if the schedule in Exhibit B, as modified for the specific Task Order, is sufficient.]**

Date	Action / Milestone	Comment

7. ENGINEER'S COMPENSATION

- A. The terms of payment are set forth in Article 4 of the Main Agreement.
- B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services	\$20,390.00	[]
a. Phase or Subtask 1	\$[]	[]
b. Phase or Subtask 2	\$[]	[]
c. Phase or Subtask 3	\$[]	[]
d. Phase or Subtask 4*	\$[]	[]
2. Resident Project Representative Services*	\$[]	[]
TOTAL COMPENSATION (items 1 and 2)	\$20,390.00	
3. Additional Services under Section 2.D above	(N/A)	[]

Task Order.

*Based on a [number]-month continuous construction period.

- C. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

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

- A. None

9. EXHIBITS AND ATTACHMENTS:

- A. Exhibit A to Task Order—Engineer's Services Under Task Order
- B. Exhibit B to Task Order—Task Order Deliverables Schedule
- C. Exhibit D to Task Order—Duties, Responsibilities, and Limitations of Authority of Resident Project Representative Under Task Order
- D. Exhibit E to Task Order-EJCDC® C-626, Notice of Acceptability of Work (Form)
- E. Other:

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.

Task Order.

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OWNER:

ENGINEER:

By: _____

By: _____

Print Name: _____

Print Name: Jeremy Wood

Title: _____

Title: Principal

Engineer's License or Firm's Certificate No. (if required): 1055C

State of: North Dakota

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Name: Alec Hovick

Title: _____

Title: Senior Project Manager

Address: _____

Address: 441 23rd Street West, Dickinson, ND

E-Mail
Address: _____

E-Mail
Address: ahovick@nplainseng.com

Phone: _____

Phone: 507-269-3271

Date: _____

Date: 4/17/26

EXHIBIT A—ENGINEER'S SERVICES FOR TASK ORDER

Exhibit A - ESTIMATE				
Project No. 2 - Museum Expansion				
Service		Rate		
Excavation Observations (3 Trips)		Hours/Tests/Mi	Unit Rate	Total
Engineering Technician	Field Observations / Reporting	10 hrs	\$150.00	\$1,500.00
Field Density Testing (10 Trips)		Hours/Tests/Mi	Unit Rate	Total
Engineering Technician	Compaction Testing ASTM D8167 & 8153	15 hrs	\$130.00	\$1,950.00
Standard Proctor	ASTM D698	4 Ea.	\$350.00	\$1,400.00
Foundation Concrete Testing (12 Trips)		Hours/Tests/Trip	Unit Rate	Total
Engineering Technician	Plastic Concrete Testing	24 hrs	\$130.00	\$3,120.00
Cylinder Compression	ASTM C39 4"x8" Cylinders	60 Ea.	\$40.00	\$2,400.00
Floor Slab Concrete Testing (6 Trips)		Hours/Tests/Trip	Unit Rate	Total
Engineering Technician	Plastic Concrete Testing	12 hrs	\$130.00	\$1,560.00
Cylinder Compression	ASTM C39 4"x8" Cylinders	30 Ea.	\$40.00	\$1,200.00
Adjacent At-Grade Concrete Testing (3 Trips)		Hours/Tests/Trip	Unit Rate	Total
Engineering Technician	Plastic Concrete Testing	6 hrs	\$130.00	\$780.00
Cylinder Compression	ASTM C39 4"x8" Cylinders	15 Ea.	\$40.00	\$600.00
Curb and Gutter Concrete Testing (3 Trips)		Hours/Tests/Trip	Unit Rate	Total
Engineering Technician	Plastic Concrete Testing	6 hrs	\$130.00	\$780.00
Cylinder Compression	ASTM C39 4"x8" Cylinders	15 Ea.	\$40.00	\$600.00
Bolt and Weld Observations/Testing (5 Trips)		Hours/Tests/Trip	Unit Rate	Total
Engineering Technician	Field Observations/Testing	15 hrs	\$150.00	\$2,250.00
Project Management/Review/Administration		Hours/Tests/Mi	Unit Rate	Total
Project Manager	Report Review	10 hrs	\$160.00	\$1,600.00
Administration	Project Setup, Invoicing	5 hrs	\$130.00	\$650.00
Project Estimate				\$20,390.00

Task Order.

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Engineering Memorandum

May 15, 2026

RE: May 19, 2026 Commission Meeting

GT ARCHITECTURE – DESIGN CONTRACT AMENDMENT 3 – MUSEUM EXPANSION (202320)

For your consideration is a contract amendment with GT Architecture for the construction phase of the Museum Expansion. The work includes architectural and engineering support for the project as it is constructed.

The contract amendment is \$120,000 and is on a Lump Sum basis and is within the project budget for local and destination development funds.

The City Attorney has reviewed the contract amendment.

The City Engineering & Museum staff recommend approval.



AIA[®] Document G802[®] – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Dickinson Museum Center Expansion

AGREEMENT INFORMATION:
Date: 03/14/2023

AMENDMENT INFORMATION:
Amendment Number: 003
Date: 05/14/2026

OWNER: *(name and address)*
City Of Dickinson
38 1st Street West
Dickinson, ND 58601

ARCHITECT: *(name and address)*
GT Architecture
401 West Villard Street Suite 206
Dickinson, ND 58601

The Owner and Architect amend the Agreement as follows:
Architectural, Structural, Mechanical, Electrical and Civil Engineering to provide Construction Phase Services for the project.

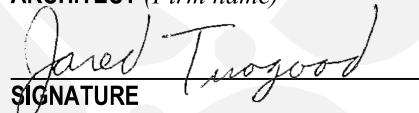
The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
A lump sum fee of \$120,000 to provide Construction Phase Services for Architectural, Structural, Mechanical, Electrical and Civil Engineering for the project.

Schedule Adjustment:

SIGNATURES:

GT Architecture
ARCHITECT *(Firm name)*


SIGNATURE

Jared Twogood, Owner
PRINTED NAME AND TITLE

05/14/26
DATE

City Of Dickinson
OWNER *(Firm name)*

SIGNATURE

Scott Decker, Mayor
PRINTED NAME AND TITLE

DATE



Engineering Memorandum

May 15, 2026

RE: May 19, 2026 Commission Meeting

ICON ARCHITECTS – DESIGN CONTRACT – FIRE STATION 1A (202409)

For your consideration is a contract for design services from ICON Architectural Group, LLC for schematic design services. The services include project initiation, stakeholder interviews, project programming, site review, and budgeting. ICON will work with an as yet to be selected Construction Manager At-Risk (CMAR). ICON and the CMAR will generate a 35% design level Total Installed Cost (TIC) estimate as a decision gate for the City to proceed with or re-evaluate the project.

ICON was selected through a Request for Qualification process that included a statement of qualifications and a presentation/interview.

The contract is \$192,120 for architectural and civil design services. The contract includes \$10,000 of site evaluation assistance to be used on an as needed time & material basis.

The contract has been reviewed by the City Attorney.

The City Engineering & Fire Department staff recommend approval.





AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the Eleventh day of May in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

City of Dickinson
38 1st Street W
Dickinson, ND 58601
701-456-7020

and the Architect:
(Name, legal status, address, and other information)

ICON Architectural Group, LLC a North Dakota limited liability company
PO Box 5700
Grand Forks, ND 58206
701-772-4266

for the following Project:
(Name, location, and detailed description)

26-023 Dickinson Fire Station
Professional design services associated with Fire Station 1A for a new public safety facility to support fire, rescue, emergency response, and related municipal operations.

The Construction Manager (if known):
(Name, legal status, address, and other information)

TBD
TBD
TBD
TBD

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Architect will assist Owner with its program for the Project.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Architect's Scope of Services will be split into two phases with Phase I services necessary to complete the following tasks as follows:

- Project initiation, stakeholder interviews, and programming with City administration, Fire Department staff, and other identified stakeholders.
- Site review, verification of existing conditions reasonably available to the design team, and identification of permitting, zoning, utility, and access considerations.
- Development of conceptual and schematic design alternatives sufficient to evaluate layout, operational efficiency, constructability, and cost.
- Preparation of a preferred design package including narrative, site concept, floor plans, building sections/elevations as appropriate, outline specifications, and major system descriptions.
- Identification of value-management opportunities and recommended scope adjustments if needed to maintain budget alignment.
- Coordination with City staff regarding project phasing, procurement strategy, schedule constraints, and anticipated Owner-direct procurements, if any.

- Attendance at meetings reasonably necessary to complete programming and Phase I design.
- Participation on the CMAR selection panel and technical support to the Owner during the CMAR procurement process after the Phase I design package is complete.

Phase 1 services are limited to the above design scope of services unless and until the Owner separately authorizes in writing to proceed with Phase II services.

In addition to Phase I services, Architect shall complete a high-level architectural evaluation of building complexity for construction on each of three sites, identified as “The Parking Lot”, “The Postal Parking Lot”, and “The Million Gallon Tank”. Deliverables will be further determined by the Owner.

Phase II services shall be full scope of services up to 100% design, including bidding and construction administration services for a new public safety facility.

§ 1.1.3 The Owner’s budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Owner’s budget for the Cost of the Work is estimated at approximately \$10,000,000.

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

TBD

- .2 Construction commencement date:

TBD

- .3 Substantial Completion date or dates:

TBD

- .4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

- AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.
- AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

TBD, if any

§ 1.1.7 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

None identified

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Kristopher Keller, PE
 City of Dickinson
 38 1st Street West
 Dickinson, ND 58601
 701-456-7768
 kristopher.keller@dickinsongov.com

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

TBD

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

TBD

- .2 Land Surveyor:

TBD

- .3 Geotechnical Engineer:

TBD

- .4 Other consultants and contractors:
 - *(List any other consultants and contractors retained by the Owner.)*

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Aaron Klein, Project Architect
 Heidi Brenna, Principal Architect
 ICON Architectural Group, LLC
 222 East Main Street, Suite B
 Mandan, ND 58554
 701-751-0430
 aaron.klein@iconarchitects.com
 heidib@iconarchitects.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained in collaboration with Owner under Basic Services:

- .1 Structural Engineer:

ICON Architectural Group, LLC (Michael Jochim, PE)

222 East Main Street, Suite B
Mandan, ND 58554
701-751-0430

.2 Mechanical / Plumbing Engineer:

Obermiller Nelson Engineering d/b/a CMTA (Ross Young, PE)
2201 12th Street N, Suite E
Fargo, ND 58102
701-280-0500

.3 Electrical Engineer:

Obermiller Nelson Engineering d/b/a CMTA (Travor Fredrickson, PE)
2201 12th Street N, Suite E
Fargo, ND 58102
701-280-0500

.4 Fire Design Consultant:

BKV Group (Craig Carter, AIA)
209 S. LaSalle St, Suite 920
Chicago, IL 60604
312-279-0469

§ 1.1.12.2 Consultants retained under Supplemental Services:

Civil/Surveying/Platting – Highlands Engineering (Andrew Schrank, PE), 319 24th Street East, Dickinson, ND 58601, 701-483-2444, with the following services (which fees are detailed in Article 11.1 below):

Phase I services include the following:

- Site Survey
 - Boundary survey for this site by locating existing monuments in the areas to properly establish or calculate the location of site boundary.
 - Survey existing fixed site features (i.e. buildings, pavement, adjacent roads, vegetation, poles, fences, water bodies, etc.)
 - Locate above ground utilities and underground utilities as located by a One-Call locate request or as observed in the field. Size and type of utilities will be noted if they can be observed in the field, or if shown on record drawings.
 - Prepare a topographic survey of the site. Topographic survey will consist of survey shots taken along a +/-25' grid. Additional topographic survey shots will be taken along any breaklines in the field.
 - Locate or set a minimum of four (4) benchmarks on the site to be used for control during construction.
 - Perform the necessary drafting to depict these items on a survey of the property.
- Minor Subdivision Plat
 - Attend one (1) pre-application meeting with City staff to discuss the property requirements as required by City Code.
 - Complete the City's vacation petition form to vacate the existing easements with Lot 3.
 - Prepare Plat drawing in accordance with City of Dickinson requirements.
 - Prepare the minor plat application materials required by the City of Dickinson.
 - Attend one (1) Planning and Zoning and one (1) City Commission meeting to represent the Owner.

- Subdivision Monumentation
 - Set monuments in the field at all points indicated by the plat drawings prepared as part of the subdivision plat above.
- Schematic Design
 - Existing site conditions
 - Erosion and Sediment Control Plans
 - Site Removals
 - Site Plan with Dimensions
 - Paving Plan
 - Grading and Drainage Plan with appropriate spot elevations for proposed surfacing and building floors.
 - Water/Sewer Service Plan
 - Site Stabilization and Landscaping Plan
 - Applicable Details

Phase II Civil Engineering services shall include the following:

- Design Development and Construction Documents for the items listed above under Schematic Design.
 - Bi-weekly project coordination meetings
 - It is assumed that pre-vs-post development stormwater analysis and on-site stormwater detention will not be required.
 - It is assumed that traffic studies will not be required.
 - It is assumed that no-off-site improvements will be required for access or utility service to this site other than connections to existing infrastructure within rights-of-way immediately adjacent to the site.
- Bidding and Construction Administration
 - Prepare and issue Addenda during project bidding as appropriate to clarify, correct, or change the issued documents.
 - Address questions related to the Civil contract documents that may be asked by bidders.
 - Review submittals and shop drawings for civil site items.
 - Address ASI's/RFI's for civil site items, as needed, during construction.
 - Participate in bi-weekly project coordination meetings while civil site work is being performed.
 - Review construction of civil site items.
 - Up to four (4) site visits during construction

§ 1.1.13 Other Initial Information on which the Agreement is based:

None identified

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall

perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than One Million Dollars and Zero Cents (\$ 1,000,000.00) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than Two Million Dollars and Zero Cents (\$ 2,000,000.00) per claim and **Three Million Dollars and Zero Cents (\$ 3,000,000.00)** in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6 prior to the commencement of services under this Agreement.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Owner's approval, a design schedule for the performance of the Architect's services, as well as the anticipated construction schedule. The schedule shall include coordination and QC time for the various disciplines and the major design phase milestone dates. Once the CMAR is on board, a more detailed overall schedule will be collaboratively developed. The more detailed design schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. The overall project schedule will be managed by the Construction Manager and include the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information and approved by the Owner. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Concept Design Package along with the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and if necessary, shall discuss with the Owner and Construction Manager alternative approaches to design and various concepts for the construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. See the FPS CIP Manual for detailed information on Schematic Design deliverable requirements.

§ 3.3.5.1 The Architect shall adhere to the District Design Standards as it relates to the District's sustainability goals.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager and Owner to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents. The documents provided include District CIP Manual includes detailed information on Design Development deliverable requirements.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents as outlined in the District CIP Manual for detailed information on Construction Documents deliverable requirements. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications and may include sample forms.

§ 3.5.4 The Architect shall submit construction document progress sets at 65% complete for Owner and Construction Manager review and estimating, at 95% complete for review only and then the final set at 100% for GMP.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents.

§ 3.5.6 Bidding

3.5.6.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

3.5.6.2 The Architect shall assist the Owner in bidding the Project by:

- .1 Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .2 Reviewing substitution requests and preparing and distributing addenda identifying approved substitutions to all prospective bidders.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities

performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services, unless specifically identified as basic services, but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	Architect – Basic Services
§ 4.1.1.2 Programming	Architect – Basic Services
§ 4.1.1.3 Multiple Preliminary Designs	Architect – Basic Services
§ 4.1.1.4 Measured drawings	Not Provided
§ 4.1.1.5 Existing facilities surveys	Not Provided
§ 4.1.1.6 Site evaluation and planning	Architect – Supplemental Services
§ 4.1.1.7 Building Information Model management responsibilities	Not Provided
§ 4.1.1.8 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9 Civil engineering	Architect – Supplemental Services
§ 4.1.1.10 Landscape design	Architect – Supplemental Services, if needed/requested
§ 4.1.1.11 Architectural interior design	Architect – Basic Services
§ 4.1.1.12 Value analysis	Not Provided
§ 4.1.1.13 Cost estimating	Not Provided
§ 4.1.1.14 On-site project representation	Not Provided
§ 4.1.1.15 Conformed documents for construction	Architect – Basic Services
§ 4.1.1.16 As-designed record drawings	Architect – Basic Services
§ 4.1.1.17 As-constructed record drawings	Not Provided
§ 4.1.1.18 Post-occupancy evaluation	Not Provided
§ 4.1.1.19 Facility support services	Not Provided
§ 4.1.1.20 Tenant-related services	Architect – Basic Services
§ 4.1.1.21 Architect’s coordination of the Owner’s consultants	Architect – Basic Services
§ 4.1.1.22 Telecommunications/data design	Architect – Basic Services

§ 4.1.1.23 Security evaluation and planning	Not Provided
§ 4.1.1.24 Commissioning	Owner
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26 Historic preservation	Not Provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	Architect – Supplemental for Design, Owner - Procurement
§ 4.1.1.28 Other services provided by specialty Consultants	TBD, if necessary
§ 4.1.1.29 Other Supplemental Services	TBD, if necessary

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)

Services listed above as the Architect’s Basic Services shall be compensated pursuant to Section 11.1 below. Services listed above as Architect’s Supplemental Services shall be compensated pursuant to Section 11.2 below.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Owner shall be responsible for the services listed in the above table indicated as “Owner” or otherwise not provided by Architect and may be necessary.

§ 4.1.3 Intentionally Omitted.

§ 4.2 Architect’s Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager’s estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner’s budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;

- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2. A reasonable number of visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 Intentionally Omitted

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set

forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 Intentionally Omitted.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 Intentionally Omitted.

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of

the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the

Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from

and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be addressed under the laws of the State of North Dakota.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[X] Litigation
in District Court in Stark County, North Dakota

Any dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

Intentionally Omitted.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

NONE

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

A one-time lump sum fee, totaling 10% of the Architect's actual cost of labor and expenses, and the Architect's Consultants' cost of labor and expenses incurred to date. Upon paying the one-time fee, the Owner's license regarding Instruments of Service shall be perpetual and irrevocable.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement, or that would compromise coverage of insurance policies.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable

access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.2 Percentage Basis
(*Insert percentage value*)

Phase I fee shall be approximately \$156,600, which will be applied to Phase II services; plus approximately \$25,520 for Phase I of Civil Engineering and Surveying services; and hourly not to exceed \$10,000 for the high-level architectural evaluation of three separate sites as identified in Article I above. Reimbursables are in addition to this fee.

Phase II fee shall be Seven and One-Quarter Percent (7.25 %) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6, plus approximately \$29,260 for Phase II of Civil Engineering design. Reimbursables are in addition to this fee.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(*Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.*)

TBD or Negotiated fee prior to the commencement of Supplemental Services, which shall be incorporated in a written Amendment before commencement of work.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(*Insert amount of, or basis for, compensation.*)

Architect's Hourly rate, as per attached Exhibit A.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows: (Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

TBD

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty-two percent (22 %)
Design Development Phase	Twenty-three percent (23 %)
Construction Documents Phase	Twenty-nine percent (29 %)
Bidding Phase	Five percent (5 %)
Construction Phase	Twenty-one percent (21 %)
<hr/>	<hr/>
Total Basic Compensation	one hundred percent (100.00 %)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached Exhibit A – ICON’s 2026 hourly rate schedule.

Employee or Category	Rate (\$0.00)
TBD	

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of

additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10%) of the expenses incurred.

§ 11.9 Architect's Insurance.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 Intentionally Omitted.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

12% or the maximum authorized by North Dakota law

Invoices shall be sent to:

EMAIL: _____

Payments shall be made payable to ICON Architectural Group, LLC, and may be mailed to:
PO Box 5700
Grand Forks, ND 58206

Should you choose to make payment by wire transfer, ACH, or electronic funds transfer, please contact ICON's accounting department at 701-772-4266.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

None Identified.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)
(paragraph deleted)

Exhibit A – ICON’s 2026 Hourly Rate Schedule

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

City of Dickinson

ICON Architectural Group, LLC

OWNER (Signature)

ARCHITECT (Signature)

(Printed name and title)

(Printed name, title, and license number if required)

Additions and Deletions Report for AIA® Document B133® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 20:14:07 CDT on 05/11/2026.

Changes to original AIA text

PAGE 1

PAGE 3

Architect will assist Owner with its program for the Project.

Architect's Scope of Services will be split into two phases with Phase I services necessary to complete the following tasks as follows:

- Project initiation, stakeholder interviews, and programming with City administration, Fire Department staff, and other identified stakeholders.
- Site review, verification of existing conditions reasonably available to the design team, and identification of permitting, zoning, utility, and access considerations.
- Development of conceptual and schematic design alternatives sufficient to evaluate layout, operational efficiency, constructability, and cost.
- Preparation of a preferred design package including narrative, site concept, floor plans, building sections/elevations as appropriate, outline specifications, and major system descriptions.

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- Identification of value-management opportunities and recommended scope adjustments if needed to maintain budget alignment.

- Coordination with City staff regarding project phasing, procurement strategy, schedule constraints, and anticipated Owner-direct procurements, if any.
- Attendance at meetings reasonably necessary to complete programming and Phase I design.
- Participation on the CMAR selection panel and technical support to the Owner during the CMAR procurement process after the Phase I design package is complete.

Phase 1 services are limited to the above design scope of services unless and until the Owner separately authorizes in writing to proceed with Phase II services.

In addition to Phase I services, Architect shall complete a high-level architectural evaluation of building complexity for construction on each of three sites, identified as “The Parking Lot”, “The Postal Parking Lot”, and “The Million Gallon Tank”. Deliverables will be further determined by the Owner.

Phase II services shall be full scope of services up to 100% design, including bidding and construction administration services for a new public safety facility.

Owner’s budget for the Cost of the Work is estimated at approximately \$10,000,000.

AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

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None identified

TBD

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~~.4 Civil Engineer:~~

.4 Other consultants and contractors:

- *(List any other consultants and contractors retained by the Owner.)*

§ 1.1.12.1 Consultants retained in collaboration with Owner under Basic Services:

~~.1~~—Structural Engineer:

~~.2~~—Mechanical Engineer:

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.2 Mechanical / Plumbing Engineer:

Obermiller Nelson Engineering d/b/a CMTA (Ross Young, PE)

2201 12th Street N, Suite E

Fargo, ND 58102

701-280-0500

Obermiller Nelson Engineering d/b/a CMTA (Travor Fredrickson, PE)

2201 12th Street N, Suite E

Fargo, ND 58102

701-280-0500

.4 Fire Design Consultant:

~~§ 1.1.13 Other Initial Information on which the Agreement is based:~~

Phase I services include the following:

- Site Survey
 - Boundary survey for this site by locating existing monuments in the areas to properly establish or calculate the location of site boundary.
 - Survey existing fixed site features (i.e. buildings, pavement, adjacent roads, vegetation, poles, fences, water bodies, etc.)
 - Locate above ground utilities and underground utilities as located by a One-Call locate request or as observed in the field. Size and type of utilities will be noted if they can be observed in the field, or if shown on record drawings.
 - Prepare a topographic survey of the site. Topographic survey will consist of survey shots taken along a +/-25' grid. Additional topographic survey shots will be taken along any breaklines in the field.
 - Locate or set a minimum of four (4) benchmarks on the site to be used for control during construction.
 - Perform the necessary drafting to depict these items on a survey of the property.
- Minor Subdivision Plat
 - Attend one (1) pre-application meeting with City staff to discuss the property requirements as required by City Code.
 - Complete the City's vacation petition form to vacate the existing easements with Lot 3.
 - Prepare Plat drawing in accordance with City of Dickinson requirements.
 - Prepare the minor plat application materials required by the City of Dickinson.
 - Attend one (1) Planning and Zoning and one (1) City Commission meeting to represent the Owner.
- Subdivision Monumentation
 - Set monuments in the field at all points indicated by the plat drawings prepared as part of the

subdivision plat above.

- Schematic Design
 - Existing site conditions
 - Erosion and Sediment Control Plans
 - Site Removals
 - Site Plan with Dimensions
 - Paving Plan
 - Grading and Drainage Plan with appropriate spot elevations for proposed surfacing and building floors.
 - Water/Sewer Service Plan
 - Site Stabilization and Landscaping Plan
 - Applicable Details

Phase II Civil Engineering services shall include the following:

- Design Development and Construction Documents for the items listed above under Schematic Design.
 - Bi-weekly project coordination meetings
 - It is assumed that pre-vs-post development stormwater analysis and on-site stormwater detention will not be required.
 - It is assumed that traffic studies will not be required.
 - It is assumed that no-off-site improvements will be required for access or utility service to this site other than connections to existing infrastructure within rights-of-way immediately adjacent to the site.
- Bidding and Construction Administration
 - Prepare and issue Addenda during project bidding as appropriate to clarify, correct, or change the issued documents.
 - Address questions related to the Civil contract documents that may be asked by bidders.
 - Review submittals and shop drawings for civil site items.
 - Address ASI's/RFI's for civil site items, as needed, during construction.
 - Participate in bi-weekly project coordination meetings while civil site work is being performed.
 - Review construction of civil site items.

- Up to four (4) site visits during construction

§ 1.1.13 Other Initial Information on which the Agreement is based:

None identified

~~§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.~~

PAGE 9

~~§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

~~§ 2.6.1 Commercial General Liability with policy limits of not less than (\$ One Million Dollars and Zero Cents (\$ 1,000,000.00) for each occurrence and (\$ Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.~~

~~§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$ One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~

~~§ 2.6.5 Employers' Liability with policy limits not less than (\$ One Million Dollars and Zero Cents (\$ 1,000,000.00) each accident, (\$ One Million Dollars and Zero Cents (\$ 1,000,000.00) each employee, and (\$ One Million Dollars and Zero Cents (\$ 1,000,000.00) policy limit.~~

~~§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than (\$ Two Million Dollars and Zero Cents (\$ 2,000,000.00) per claim and (\$ Three Million Dollars and Zero Cents (\$ 3,000,000.00) in the aggregate.~~

PAGE 10

~~§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6 prior to the commencement of services under this Agreement.~~

~~§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a design schedule for the performance of the Architect's services. as well as the anticipated construction schedule. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The coordination and QC time for the various disciplines and the major design phase milestone dates. Once the CMAR is on board, a more detailed overall schedule will be collaboratively developed. The more detailed design schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. The overall project schedule will be managed by the Construction Manager and include the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information and approved by the Owner. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds~~

until the commencement of construction.

PAGE 11

§ 3.3 Schematic Design Phase Services

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Concept Design Package along with the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and if necessary, shall discuss with the Owner and Construction Manager alternative approaches to design and various concepts for the construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

~~§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.~~

~~§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. See the FPS CIP Manual for detailed information on Schematic Design deliverable requirements.~~

~~§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1 and adhere to the District Design Standards as it relates to the District's sustainability goals.~~

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager and Owner to review the Schematic Design Documents.

PAGE 12

~~§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents, and shall consist of drawings and other The documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels. provided include District CIP Manual includes detailed information on Design Development deliverable requirements.~~

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction

Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work as outlined in the District CIP Manual for detailed information on Construction Documents deliverable requirements. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications; and may include sample forms.

~~§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents. The Architect shall submit construction document progress sets at 65% complete for Owner and Construction Manager review and estimating, at 95% complete for review only and then the final set at 100% for GMP.~~

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7; and request the Owner's approval of the Construction Documents.

~~§ 3.6 Construction Phase Services~~ § 5.6 Bidding

3.5.6.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

PAGE 13

3.5.6.2 The Architect shall assist the Owner in bidding the Project by:

- .1 Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .2 Reviewing substitution requests and preparing and distributing addenda identifying approved substitutions to all prospective bidders.

§ 3.6 Construction Phase Services

PAGE 15

§ 4.1.1 The services listed below are not included in Basic Services, unless specifically identified as basic services, but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

PAGE 16

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	<u>Architect – Basic Services</u>
§ 4.1.1.2 Programming	<u>Architect – Basic Services</u>
§ 4.1.1.3 Multiple Preliminary Designs	<u>Architect – Basic Services</u>
§ 4.1.1.4 Measured drawings	<u>Not Provided</u>
§ 4.1.1.5 Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.6 Site evaluation and planning	<u>Architect – Supplemental Services</u>
§ 4.1.1.7 Building Information Model management — responsibilities	<u>Not Provided</u>
§ 4.1.1.8 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.9 Civil engineering	<u>Architect – Supplemental Services</u>
§ 4.1.1.10 Landscape design	<u>Architect – Supplemental Services, if needed/requested</u>
§ 4.1.1.11 Architectural interior design	<u>Architect – Basic Services</u>
§ 4.1.1.12 Value analysis	<u>Not Provided</u>
§ 4.1.1.13 Cost estimating	<u>Not Provided</u>
§ 4.1.1.14 On-site project representation	<u>Not Provided</u>
§ 4.1.1.15 Conformed documents for construction	<u>Architect – Basic Services</u>
§ 4.1.1.16 As-designed record drawings	<u>Architect – Basic Services</u>
§ 4.1.1.17 As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.18 Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.19 Facility support services	<u>Not Provided</u>
§ 4.1.1.20 Tenant-related services	<u>Architect – Basic Services</u>
§ 4.1.1.21 Architect’s coordination of the Owner’s consultants	<u>Architect – Basic Services</u>
§ 4.1.1.22 Telecommunications/data design	<u>Architect – Basic Services</u>
§ 4.1.1.23 Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.24 Commissioning	<u>Owner</u>
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.26 Historic preservation	<u>Not Provided</u>
§ 4.1.1.27 Furniture, furnishings, and equipment design	<u>Architect – Supplemental for Design, Owner - Procurement</u>
§ 4.1.1.28 Other services provided by specialty Consultants	<u>TBD, if necessary</u>
§ 4.1.1.29 Other Supplemental Services	<u>TBD, if necessary</u>

Services listed above as the Architect’s Basic Services shall be compensated pursuant to Section 11.1 below.
 Services listed above as Architect’s Supplemental Services shall be compensated pursuant to Section 11.2 below.

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§ 4.1.3 Intentionally Omitted.

PAGE 18

- .1 ~~Two (2)~~ reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

- .2. A reasonable number of visits to the site by the Architect during construction
- .3. ~~Two (2)~~ inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4. ~~Two (2)~~ inspections for any portion of the Work to determine final completion

~~§ 4.2.5 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~Intentionally Omitted

PAGE 19

~~§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.~~Intentionally Omitted.

~~§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.~~Intentionally Omitted.

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~~§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~

PAGE 22

~~§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution addressed under the laws of the State of North Dakota.~~

~~§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the~~

selection of the arbitrator(s) and agree upon a schedule for later proceedings.

~~§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

— Arbitration pursuant to Section 8.3 of this Agreement

Litigation

in a court of competent jurisdiction ~~District Court in Stark County, North Dakota~~

— Other: *(Specify)*

Any dispute will be resolved in a court of competent jurisdiction.

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

Intentionally Omitted.

PAGE 23

PAGE 24

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement, or that would compromise coverage of insurance policies.

~~.1~~ Stipulated Sum
~~(Insert amount)~~

PAGE 25

Phase I fee shall be approximately \$156,600, which will be applied to Phase II services; plus approximately \$25,520 for Phase I of Civil Engineering and Surveying services; and hourly not to exceed \$10,000 for the high-level architectural evaluation of three separate sites as identified in Article I above. Reimbursables are in addition to this fee.

Phase II fee shall be Seven and One-Quarter Percent (7.25) % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6-

~~.3~~ Other
~~(Describe the method of compensation)~~

, plus approximately \$29,260 for Phase II of Civil Engineering design. Reimbursables are in addition to this fee.

TBD or Negotiated fee prior to the commencement of Supplemental Services, which shall be incorporated in a written Amendment before commencement of work.

Architect’s Hourly rate, as per attached Exhibit A.

Schematic Design Phase	<u>Twenty-two percent</u> (22 %)
<u>Design Development Phase</u>	<u>Twenty-three percent</u> (23 %)
Design Development <u>Construction Documents</u> Phase	<u>Twenty-nine percent</u> (29 %)
Construction Documents <u>Bidding</u> Phase	<u>Five percent</u> (5 %)
Construction Phase	<u>Twenty-one percent</u> (21 %)
Total Basic Compensation	one hundred percent (100.00 %)

PAGE 26

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus ten percent (-10%) of the expenses incurred.

~~§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:~~

~~(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)~~

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~~§ 11.10.1.1~~ An initial payment of ~~(\$ zero (\$ 0.00)~~ shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~§ 11.10.1.2~~ If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ~~(\$)~~ shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred. Intentionally Omitted.

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~(thirty (30)~~ days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

~~%~~

12% or the maximum authorized by North Dakota law

Invoices shall be sent to:

EMAIL: _____

Payments shall be made payable to ICON Architectural Group, LLC, and may be mailed to:

PO Box 5700

Grand Forks, ND 58206

Should you choose to make payment by wire transfer, ACH, or electronic funds transfer, please contact ICON's accounting department at 701-772-4266.

None Identified.

~~.2 Building Information Modeling Exhibit, if completed:~~

PAGE 28

~~[] AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition dated as indicated below:~~

~~— (Insert the date of the E234 2019 incorporated into this agreement.)~~

~~[] Other Exhibits incorporated into this Agreement:~~

~~— (Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)~~

(paragraph deleted)

City of Dickinson

ICON Architectural Group, LLC

Variable Information

PAGE 1

AGREEMENT made as of the Eleventh day of May in the year Two Thousand Twenty-Six

City of Dickinson

38 1st Street W

Dickinson, ND 58601

701-456-7020

ICON Architectural Group, LLC a North Dakota limited liability company

PO Box 5700

Grand Forks, ND 58206

701-772-4266

26-023 Dickinson Fire Station

TBD

TBD

TBD

TBD

PAGE 4

TBD

TBD

TBD

TBD

AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a

Guaranteed Maximum Price.

PAGE 5

TBD, if any

Kristopher Keller, PE

City of Dickinson 38 1st Street West

Dickinson, ND 58601

701-456-7768

kristopher.keller@dickinsongov.com

TBD

PAGE 6

TBD

TBD

Aaron Klein, Project Architect

Heidi Brenna, Principal Architect

ICON Architectural Group, LLC

222 East Main Street, Suite B

Mandan, ND 58554

701-751-0430

aaron.klein@iconarchitects.com

heidib@iconarchitects.com

ICON Architectural Group, LLC (Michael Jochim, PE)

PAGE 7

222 East Main Street, Suite B

Mandan, ND 58554

701-751-0430

BKV Group (Craig Carter, AIA)

209 S. LaSalle St, Suite 920

Chicago, IL 60604

312-279-0469

Civil/Surveying/Platting – Highlands Engineering (Andrew Schrank, PE), 319 24th Street East, Dickinson, ND 58601, 701-483-2444, with the following services (which fees are detailed in Article 11.1 below):

PAGE 9

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ~~(\$One Million Dollars and Zero Cents (\$ 1,000,000.00)~~ per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.5 Employers’ Liability with policy limits not less than ~~(\$One Million Dollars and Zero Cents (\$ 1,000,000.00)~~ each accident, ~~(\$One Million Dollars and Zero Cents (\$ 1,000,000.00)~~ each employee, and ~~(\$One Million Dollars and Zero Cents (\$ 1,000,000.00)~~ policy limit.

PAGE 17

Owner shall be responsible for the services listed in the above table indicated as “Owner” or otherwise not provided by Architect and may be necessary.

PAGE 18

- .1 ~~Two (2)~~ reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .3 ~~Two (2)~~ inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 ~~Two (2)~~ inspections for any portion of the Work to determine final completion

PAGE 23

NONE

A one-time lump sum fee, totaling 10% of the Architect’s actual cost of labor and expenses, and the Architect’s Consultants’ cost of labor and expenses incurred to date. Upon paying the one-time fee, the Owner’s license regarding Instruments of Service shall be perpetual and irrevocable.

PAGE 25

Phase II fee shall be Seven and One-Quarter Percent (7.25) % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6-

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:

TBD

Schematic Design Phase

Twenty-two percent ~~(22 %)~~

<u>Design Development Phase</u>	<u>Twenty-three percent (23 %)</u>
Design Development <u>Construction Documents Phase</u>	<u>Twenty-nine percent (29 %)</u>
Construction Documents <u>Bidding Phase</u>	<u>Five percent (5 %)</u>
<u>Construction Phase</u>	<u>Twenty-one percent (21 %)</u>
<hr/>	
Total Basic Compensation	one hundred percent (100.00 %)

PAGE 26

See attached Exhibit A – ICON’s 2026 hourly rate schedule.

Employee or Category	Rate (\$0.00)
<u>TBD</u>	

PAGE 27

§ 11.10.1.1 An initial payment of ~~(\$ zero (\$ 0.00)~~ shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid ~~thirty (30)~~ days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

12% or the maximum authorized by North Dakota law

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Exhibit A – ICON’s 2026 Hourly Rate Schedule

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 20:14:07 CDT on 05/11/2026 under Order No. 20240059168 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ - 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

32nd STREET RIGHT-OF-WAY VACATION REQUEST





32nd Street SW Access Road ROW Vacation Petition Staff Report

To: City of Dickinson Planning and Zoning Commissioners
 From: City of Dickinson Community Development Services
 Date: May 6, 2026
 Re: 32nd Street SW Access Road Right-of-way Vacation Petition

APPLICANT

Brent Smith
 11085 32nd Street SW
 Dickinson, ND, 58601

Public Hearing	May 13, 2026	Planning and Zoning Commission
Final Consideration	May 19, 2026	City Commission

The applicant is requesting approval of a right-of-way vacation petition for a 66-foot-wide portion of a 467-foot-long section of the access road along 32nd Street SW along the south edge of Lots 8 & 9 of Block 1 of the Northgate Industrial Site Subdivision, located in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 10, Township 140 North, Range 96 West, in the City of Dickinson's Extra-Territorial Zone (ETZ). The lots to the north are zoned General Industrial (GI). The portion of right-of-way being vacated consists of +/- 0.71 acres.

Staff recommendation: Staff recommends **approval** of this right-of-way vacation petition.

LOCATION

The property is generally located to the north of 32nd Street SW, and it is legally described as a 30,822 square-foot section of an access road to the south of Lots 8 & 9 of Block 1 of the Northgate Industrial Site Subdivision, located in the S ½ of Section 10, Township 140 North, Range 96 West, of the 5th Principal Meridian, Stark County, North Dakota.

CURRENT ZONING	N/A
FUTURE LAND USE MAP DESIGNATION	N/A
GROSS SITE ACREAGE	+/- 0.71 acres
LOTS PROPOSED	N/A

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

CONSISTENCY, COMPATIBILITY, COMPLIANCE, AND RECOMMENDATIONS

Compatibility and Compliance with The Municipal Code

The applicant is requesting the vacation of existing platted right-of-way. The procedure for a right-of-way vacation is outlined in North Dakota Century Code (NDCC) Chapter 40-39, which requires the signatures of the adjoining properties and a public hearing in front of the municipality’s governing body and relevant committees. Lots 8 & 9 of Block 1 of the Northgate Industrial Site Subdivision, which are the adjoining properties, are both owned by the applicant. The petition has been completed and is being brought forward to both the Planning and Zoning Commission and City Commission in compliance with NDCC Chapter 40-39.

PUBLIC INPUT AND STAFF RECOMMENDATION

Public Input: Staff has not received any public input as of the date of this report.

Staff Recommendation: City of Dickinson Community Development staff recommends **approval** of this right-of-way vacation.

MOTIONS:

*****Approval*****

*"I move the City of Dickinson Planning and Zoning Commission recommend approval of **32nd Street SW Access Road Right-of-way Vacation Petition** 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):

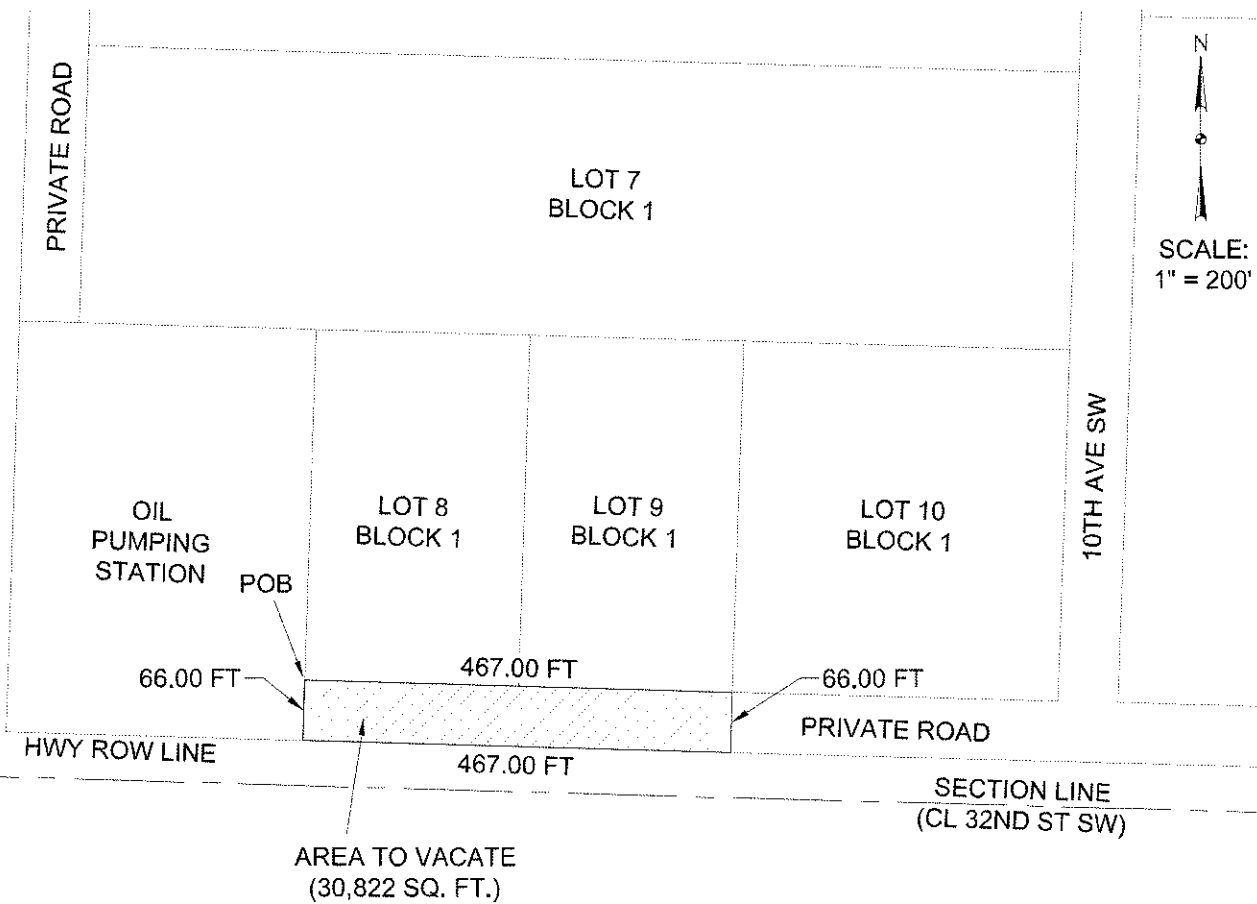
1. _____;
2. _____.

*****Denial*****

*"I move the Dickinson Planning and Zoning Commission recommend Denial of **32nd Street SW Access Road Right-of-way Vacation Petition** 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."*

STREET TO VACATE

NORTHGATE INDUSTRIAL SITE, SECTION 10, TOWNSHIP 140 NORTH,
RANGE 96 WEST OF THE FIFTH PRINCIPAL MERIDIAN, STARK COUNTY,
NORTH DAKOTA



DESCRIPTION

PORTION OF ROAD LOCATED SOUTH OF LOTS 8 AND 9, BLOCK 1, NORTHGATE INDUSTRIAL COMPLEX, SECTION 10, TOWNSHIP 140 NORTH, RANGE 96 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8; THENCE EAST ALONG THE SOUTH SIDE OF SAID LOTS 8 AND 9, A DISTANCE OF 467.00 FEET, TO A POINT BEING THE SOUTHEAST LOT CORNER OF SAID LOT 9; THENCE SOUTH, ALONG AND EXTENDED LINE OF THE EAST LINE OF SAID LOT 9, A DISTANCE OF 66.00 FEET, TO A POINT ON THE NORTH LINE OF A HIGHWAY RIGHT OF WAY LINE; THENCE WEST, ON THE NORTH LINE OF SAID HIGHWAY RIGHT OF WAY LINE, A DISTANCE OF 467.00 FEET; THENCE NORTH, ON AN EXTENDED LINE OF THE WEST LINE OF SAID LOT 8, A DISTANCE OF 66.00 FEET, TO THE POINT OF BEGINNING.

SAID DESCRIBED TRACT CONTAINS, 30,822.00 SQ. FT. OR 0.71 ACRES, MORE OR LESS.

RESOLUTION NO. ____ - 2026

**A RESOLUTION APPROVING VACATION OF A STREET WITHIN THE
EXTRATERRITORIAL ZONE OF THE CITY OF DICKINSON, NORTH
DAKOTA**

WHEREAS, an application for vacation of a certain street has been filed by the adjoining property owner thereof; and

WHEREAS, such application for vacation of a street has been signed by all affected public utility companies reasonably expected to have use of such street, indicating their consent to the vacation of such street and the utility easements contained therein; and

WHEREAS, such application for vacation of a street has been signed by the City of Dickinson Engineering Department, the City Engineer having consented to the vacation of such street; and

WHEREAS, the City Engineer, finding the application to be in property order, and pursuant to Dickinson City Code §34.120, has heretofore caused a Notice of Hearing on such application to be duly published in the official newspaper of the City, such publication occurring on _____; and

WHEREAS, the matter was heard before the Board of City Commissioners at its regular meeting on _____, a day not less than seven days following the publication of the Notice of Hearing, at 5:00 p.m., or as soon thereafter as the parties could be heard, in accordance with the Notice of Hearing previously published; and

WHEREAS, the Board of City Commissioners duly having heard and considered the matter, and the Commissioners being fully satisfied and having determined that the vacation of the street herein described is in the best interests of the City of Dickinson, and no objection to such vacation having been filed or presented;

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

1. That certain street within the City of Dickinson is hereby vacated in accordance with state law and the ordinances of the City of Dickinson, such street being more particularly described as follows:

PORTION OF ROAD LOCATED SOUTH OF LOTS 8 AND 9,
BLOCK 1, NORTHGATE INDUSTRIAL COMPLEX, SECTION
10, TOWNSHIP 140 NORTH, RANGE 96 WEST OF THE FIFTH
PRINCIPAL MERIDIAN, MORE PARTICULARLY
DESCRIBED AS FOLLOWS: BEGINNING AT THE
SOUTHWEST CORNER OF SAID LOT 8; THENCE EAST
ALONG THE SOUTH SIDE OF SAID LOTS 8 AND 9, A
DISTANCE OF 467.00 FEET, TO A POINT BEING THE

SOUTHEAST LOT CORNER OF SAID LOT 9; THENCE SOUTH, ALONG AND EXTENDED LINE OF THE EAST LINE OF SAID LOT 9, A DISTANCE OF 66.00 FEET, TO A POINT ON THE NORTH LINE OF A HIGHWAY RIGHT OF WAY LINE; THENCE WEST, ON THE NORTH LINE OF SAID HIGHWAY RIGHT OF WAY LINE, A DISTANCE OF 467.00 FEET; THENCE NORTH, ON AN EXTENDED LINE OF THE WEST LINE OF SAID LOT 8, A DISTANCE OF 66.00 FEET, TO THE POINT OF BEGINNING.

SAID DESCRIBED TRACT CONTAINS, 30,822.00 SQ. FT. OR 0.71 ACRES. MORE OR LESS.

- 2. Pursuant to Dickinson City Code 34.120(4), this resolution is passed by no less than a two-thirds majority.
- 3. A certified copy of this resolution shall be filed for record and duly recorded on the Office of the Stark County Recorder, Stark County, North Dakota.

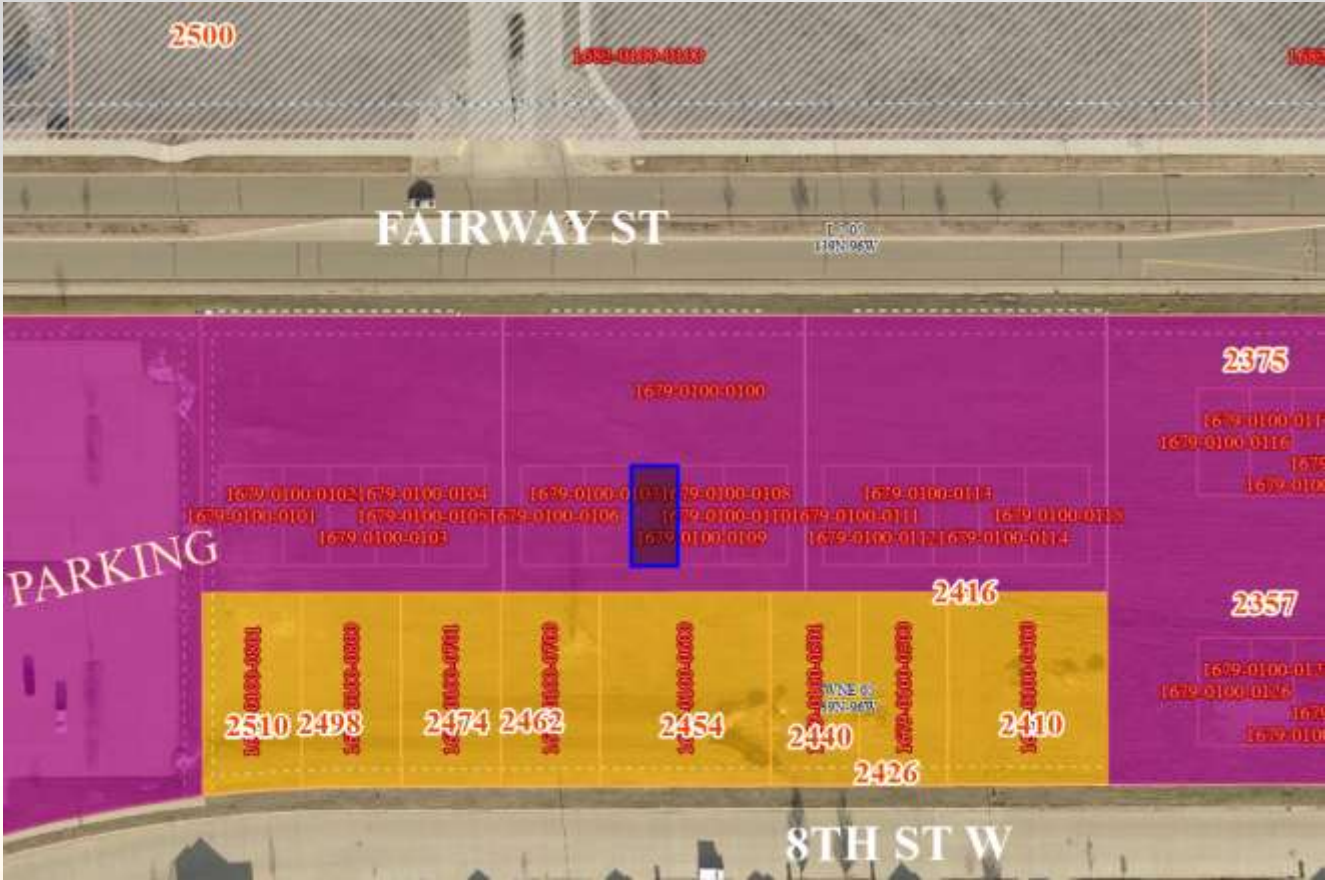
Dated this ____ day of _____, 2025.

Scott Decker, President
Board of City Commissioners

ATTEST:

Dustin Dassinger
Dickinson City Administrator

CABINET CREATIONS SPECIAL USE PERMIT (SUP-001-2026)





Cabinet Creations Special Use Permit Staff Report

To: City of Dickinson Planning and Zoning Commission
From: City of Dickinson Community Development
Date: May 6, 2026
Re: **SUP-001-2026 Cabinet Creations Special Use Permit**

APPLICANT

Josh Whiteley
 Cabinet Creations
 2319 6th Street West
 Dickinson, ND, 58601

Public Hearing	May 13, 2025	Planning and Zoning Commission
Final Consideration	May 19, 2025	City Commission

EXECUTIVE SUMMARY

The applicant is requesting approval of a Special Use Permit (SUP) application for a custom manufacturing business. The business would be located in Unit 8 of the Fairway Shop Condos, located on a 0.10-acre parcel at 2503 Fairway Street in the City of Dickinson. The property is zoned Community Commercial (CC).

Staff Recommendation: Staff recommends approval of this special use permit subject to conditions.

LOCATION

The property is located within the SW1/4 of the NE1/4 of Section 5, Township 139 North, Range 96 West, City of Dickinson, of the 5th Principal Meridian, Stark County, North Dakota. The property is legally described as Lot 7, Block 1, State 8th Addition Subdivision, and Lots 1, 2, &3, Block 1, State 9th Addition Subdivision, Fairway Shop Condos, Unit 8.

CURRENT ZONING	CC
FUTURE LAND USE MAP DESIGNATION	COMMERCIAL
GROSS SITE ACREAGE	+/- 0.10
LOTS PROPOSED	N/A

NEARBY ZONING & LAND USE		
Direction	Zoning	Land Use
North	PUD	St. Joseph’s Hospital development
East	CC, LC	Commercial
South	R-3, R-2	Duplex; single-family residential
West	CC	Sanford Clinic development

STAFF ANALYSIS

BACKGROUND

There are five (5) existing shop condos located at 2503 Fairway Street. The applicant has indicated they are looking to operate a custom cabinet manufacturing shop in Unit 8 of the Fairway Shop Condos. The property is zoned Community Commercial (CC), and the adjacent properties along Fairway Street are zoned CC or are located within a civic use Planned Unit Development (PUD), so traffic generation is not a major concern. Fairway Street is designated as a minor arterial road.

CURRENT ORDINANCE REVIEW

The proposed custom manufacturing business is located within a CC-zoned district. Per Table 62-162-2: Permitted Uses by Zoning Districts, in the City Municipal Code, custom manufacturing businesses are allowed in CC zoning upon obtaining a Special Use Permit, which is subject to a

public hearing before the City Planning and Zoning Commission and approval by the City Commission.

PUBLIC INPUT AND STAFF RECOMMENDATION

Public Input: Staff has not received any public input as of the date of this report.

Staff Recommendation: City of Dickinson Community Development Staff recommends **approval** of SUP-001-2026 subject to the conditions listed below:

- Hours of operation shall be limited to 7:00 a.m. to 10:00 p.m. Mondays through Sundays.
- Operation of the business shall be as described in this staff report as well as in the material found in Attachment A.
- The SUP approval shall expire with any change in ownership. All subsequent owners of the property shall be required to reapply for SUP approval.
- Operation of the business shall comply with all applicable City, County, State and Federal regulations.

MOTIONS:

*****Approval*****

*"I move the City of Dickinson Planning and Zoning Commission recommend approval of **SUP-001-2026: Cabinet Creations Special Use Permit** 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 **SUP-001-2026: Cabinet Creations Special Use Permit** as NOT meeting all the requirements of the Dickinson Municipal Code and as being contrary to interest of the public health, safety and welfare."*

RESOLUTION NO. _____ - 2026

A RESOLUTION APPROVING A SPECIAL USE PERMIT TO JOSH WHITELEY/CABINET CREATIONS FOR A CUSTOM MANUFACTURING BUSINESS LOCATED AT 2503 FAIRWAY STREET, DICKINSON, ND

WHEREAS, Dickinson City Code §62-55 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 §62-55 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 special use permit from Josh Whiteley/Cabinet Creations for a custom manufacturing business, 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 §62-55, to the Josh Whiteley/Cabinet Creations:

The property is located within the SW1/4 of the NE1/4 of Section 5, Township 139 North, Range 96 West, City of Dickinson, of the 5th Principal Meridian, Stark County, North Dakota.

The property is legally described as Lot 7, Block 1, State 8th Addition Subdivision, and Lots 1, 2, &3, Block 1, State 9th Addition Subdivision, Fairway Shop Condos, Unit 8

The Special Use Permit is subject to the following conditions:

1. Hours of operation shall be limited to 7:00 a.m. to 1-:00 p.m. Sunday through Saturdays.
2. Operation of the home-based business/home occupation shall be as described in this staff report as well as in the material found in Attachment A.
3. The SUP approval shall expire with any change in ownership. All subsequent owners of the property shall be required to reapply for SUP approval.
4. Operation of the home-based business/home occupation shall comply with all applicable City, County, State and Federal regulations.

5. Should the City receive any complaints regarding operations, the City shall review the SUP to determine whether any enforcement action should be taken including but not limited to suspension or revocation.

Dated this _____ day of _____ 2026.

Scott Decker, President
Board of City Commissioners

ATTEST:

Dustin Dassinger
Dickinson City Administrator