



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 Rucky 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 Service

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 _____

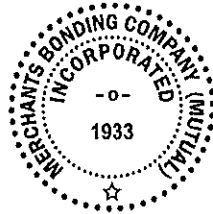
All liability under this Continuation Certificate is effective 04/16/2026 and terminates midnight 04/16/2027

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.

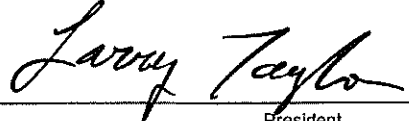
Witness the signature of its President under the corporate seal on February 26, 2026

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."

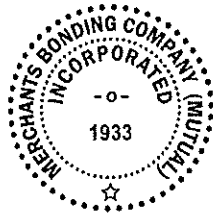
I further certify that the following are duly elected officers of the Company: Larry Taylor, President; and Elisabeth Sandersfeld, Secretary.

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

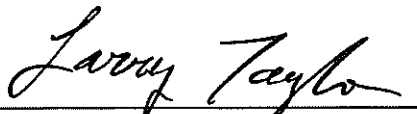
this 26th day of February 2026

Attest:

Secretary

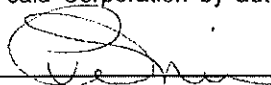


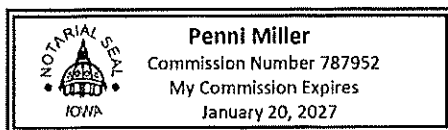
Merchants Bonding Company (Mutual)


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



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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.
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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

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- b. is no longer a licensed contractor in the State of North Dakota;
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CITY OF DICKINSON

Scott Decker, President
Board of City Commissioners

ATTEST:

Dustin Dassinger
City Administrator

CONTRACTOR



Ryan Kilwein, Owner