

MEMO TO: Chad Orn
Deputy Director for Planning

FROM: Sletmoe, Traci K.
Local Government Division

DATE: 5/12/2026

SUBJECT: Flexible Transportation Fund Program Agreement for Project No. FXYA-5-983(077), PCN 24928 in the City of Dickinson

The purpose of this contract is to provide financial assistance to the Local Public Agency to improve transportation infrastructure as authorized by ND Century Code 24-02-37.3.

Contract #38260782

The total estimated project cost is \$5,552,962.54

The maximum Flex Fund award is \$2,483,411.64

38/tks

Contract routing:

Traci Sletmoe-Contract Owner

Kent Leben – Contract Review

Brandon Beise – Contract Review

Derek Pfeifer

Nicole Lagasse

LPA Chairperson

LPA Auditor

Clint Morgenstern

Chad Orn

**North Dakota Department of Transportation
FLEXIBLE TRANSPORTATION FUND PROGRAM AGREEMENT**

Project No.: FXYA-5-983(077)

PCN: 24928

LPA City of Dickinson

Location: 10TH AVENUE FROM 12TH STREET TO 21ST STREET

Length: 0.9 miles

It is agreed by and between the Local Public Agency of City of Dickinson, North Dakota, hereinafter referred to as the LPA, and the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700:

- a. All construction and engineering contracts and agreements must be reviewed by NDDOT, and the LPA must receive written concurrence from NDDOT prior to execution. The estimated grant amount is \$2,483,411.64 . The eligible project cost will be the total sum of the contracts and agreements approved by NDDOT.
 - Additional Funding Clause: None
- b. NDDOT will reimburse the LPA up to a maximum of \$2,483,411.64 . The remaining eligible costs will be the responsibility of the LPA.
- c. Eligible project costs are limited to the scope of work as described in the approved project application which is incorporated and made part of this agreement. Any work in addition to or beyond the scope of work is not eligible for reimbursement and is the responsibility of the LPA.
- d. ROW is not an eligible cost - The LPA will provide or acquire the right of way required for construction of the project without state aid or cost to NDDOT. The LPA will remove any existing encroachment upon the right of way and the LPA will be responsible for any claim arising from the acquisition of or the failure to acquire such right of way.
- e. The LPA will provide any necessary permits or agreements required for utility facilities that will be installed or allowed to remain within or crossing the right of way.
- f. The LPA is responsible for securing necessary permits, authorizations, and clearances required by any Local, State, or Federal regulatory agency, or railroad, prior to construction of the project. These must be provided to NDDOT upon request.
- g. Adequate preliminary and construction engineering and inspection shall be provided by the LPA. The LPA shall keep and make available to NDDOT all project records upon request.



- h. The LPA will provide for the signing and marking of the project, during and after construction, in accordance with the latest edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*.
- i. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.
- j. After completion of construction, the LPA will, at its own cost and expense, maintain the project and will make ample provision each year for such maintenance.
- k. The LPA shall comply with all applicable laws and rules, including, but not limited to, those relating to nondiscrimination, accessibility, and civil rights.
- l. The Risk Management Appendix, attached, is hereby incorporated, and made part of this agreement.



EXECUTED that date last below signed.

ATTEST:

LPA OF

Auditor (TYPE OR PRINT)

CHAIRPERSON (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

DATE

APPROVED as to substance:

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

Derek Pfeifer

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

DEPUTY DIRECTOR (TYPE OR PRINT)

Derek Pfeifer BB

SIGNATURE

M

SIGNATURE

05/22/26 kl

DATE

DATE

CLA 1399 (Div. 38)
L.D. Approved 06-2024; 4-26



Risk Management Appendix

Routine* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: **State** – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney’s fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$468,750 per person and \$1,875,000 per occurrence**. The minimum limits of liability required of the State are **\$468,750 per person and \$1,875,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government’s contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys’ fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$500,000 per person and \$2,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a “Waiver of Subrogation” waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor’s insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor’s insurance and the Subcontractor’s insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor’s policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated “A-” or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual*, section 5.1 for discussion of “unique” and “routine” agreements.



Sletmoe, Traci K.

From: nd.gov <no-reply@messages.nd.gov>
Sent: Thursday, September 18, 2025 1:19 PM
To: -Info-DOT Flexible Transportation Fund
Subject: Re: DOT - Flexible Transportation Fund Program (Flex Fund) Application (2025) - SFN 62403

Categories: Application Complete

DOT - Flexible Transportation Fund Program (Flex Fund) Application (2025) - SFN 62403

Email Address of Contact Person to Receive Confirmation of the Completed Form	natalie.birchak@dickinsongov.com
Local Public Agency Type	City
City Name	Dickinson
Name	Joshua Skluzacek
Phone Number	(701) 456-7744
Email	joshua.skluzacek@dickinsongov.com
Name	Scott Decker
Phone Number	(701) 456-7870
Email	scott.decker@dickinsongov.com
Name	Dustin Dassinger
Phone Number	(701) 456-7739
Email	dustin.dassinger@dickinsongov.com
Has a consultant engineer been involved in the project?	Yes
Consulting Engineering Firm	SRF Consulting Group
Project Manager Name	Ryan Schuehle
Phone Number	(701) 354-2406
Email	RSchuehle@srfconsulting.com

Does the project include multiple jurisdictions?	No
Does the LPA maintain the roadway?	Yes
Total Project Cost	5552962.54
Upload Project Estimate (pdf) (estimate should be prepared by an engineer or county highway department and include a breakdown of funding splits between Flex Funds, Local Funds, Outside Funds)	10th Ave Cost Estimate.pdf
Flex Funds Requested	2483411.64
Local Funds	2832101.90
Outside Funding	237540.00
Outside Funding Source	ND State Water Commission DWR
Project Location	10th Ave E is located on the east side of Dickinson. The project area will run north/south from 21st Street East to Museum Drive East. It is a local corridor, provides access over I-94, and serves mostly residential areas.
Upload Project Map (pdf)	10th Ave Project Map.pdf
Project Length	0.9
What phases are included in the application? (only checked items are eligible for reimbursement)	Construction Construction Engineering Utilities
What phases of the project are completed? (completed items are	Preliminary Engineering

NOT eligible for reimbursement)	
Does the project improve or maintain a paved or unpaid roadway or bridge?	No
Primary Project Work Type	RECONSTRUCTION
Does the project improve or maintain a paved or unpaved roadway or bridge?	Yes
Does this project include a major structure (greater than 20 feet in span)?	Yes
Bridge ID number	0094-062.486
Does this project include work on a minor structure (span of less than 20 feet)?	No
Proposed surface type	Pavement
Average daily traffic	6450
Speed limit on roadway	35
Design speed	35
Proposed construction year	2026
Is the project ready to be advertised for bid?	Yes
Does the project serve as a local corridor?	Yes
Description of Project Need (Review guidance document scoring for information to include)	10th Avenue East serves as a vital local corridor on the east side of Dickinson, originally constructed as a Minor Arterial. As development has grown on the east side, this route needs to be updated to accommodate the current and future residential and business growth. While the original construction date is unknown, the roadway

has undergone routine maintenance including crack filling, pothole patching, and subgrade repairs. Despite these efforts, the pavement continues to show significant deterioration, including rutting, longitudinal, transverse, and alligator cracking. No street lighting exists along the route north of the Interstate 94 intersection, creating potentially hazardous conditions for pedestrians and motorists alike. The lighting south of the interstate is extremely poor, using wood poles with an extension arm to hold the light fixture. The corridor currently transitions from a three-lane section south of Museum Drive to a two-lane section north of I-94, creating inconsistent traffic flow and safety concerns.

The proposed project will consist of reconstruction of the full depth of pavement of the roadway, with the intent of salvaging as much of the existing pavement and utilizing it as aggregate base material after widening the street cross section to a uniform 46-foot pavement width including a center turning lane, ADA improvements throughout the corridor, and storm water improvements to include upsizing the storm water main and additional inlets as per the City of Dickinson Drainage Master Plan Report. We intend to perform asphalt milling, full-depth reclamation (FDR), and a hot mix asphalt overlay as part of the upgrade process. Additionally, new and updated street lighting will be added along the route to meet the City of Dickinson standards. Within the project area, 750 feet of 14-inch asbestos concrete pipe will also be upgraded to 14-inch PVC. The Project's design will reduce conflict points, increase accessibility, and improve safety at crossings.

Key infrastructure deficiencies include:

- Severely deteriorated pavement with lack of adequate curb and gutter and shoulders.
- Undersized stormwater system, as identified in the Dickinson Drainage Master

Plan.

- Lack of street lighting north of I-94 and outdated lighting south of it.
- Existing ADA crossings along the roadway do not meet current standards.
- Aging water main with approximately 750 feet of 14-inch asbestos concrete pipe to be replaced with 14-inch PVC.
- Ongoing growth and traffic increase in the area underscore the need for dedicated turning lanes to support increased traffic volumes, enhance flow, and reduce congestion as identified in the Traffic Operations Study for 10th Ave E.

The project will address these issues through:

- Full-depth reclamation with hot mix asphalt surfacing, reducing long-term maintenance costs and addressing recurring issues.
- Addition of center turning lane.
- Stormwater upgrades include upsized mains, additional inlets, and a new catchment pond.
- Installation of new LED street lighting to meet city standards.
- Targeted watermain replacement along the corridor.

The Project will maintain the current pathway along the west side of the project area.

Pedestrian and ADA improvements are a central focus. Enhancements include:

- ADA-compliant sidewalks and crosswalks throughout the corridor.
- Accessible pedestrian signals and crossing beacons.
- Upgraded pedestrian lighting and signage along the existing shared-use path.
- Improved connectivity and safety for non-motorized users, especially near Friendship Park, which has increased pedestrian activity in the area.

The corridor supports current and future residential and commercial development, with adjacent undeveloped land identified as

prime for growth. Upgrading this infrastructure will support economic development, improve mobility, and enhance safety for all users. Final plans can be provided upon request.

Attach supporting documents here:

[10th Ave E overpass.pdf](#)
[10th Ave E going North.pdf](#)
[10th Ave E and Museum Drive Intersection.pdf](#)
[Documented CATEX 1.pdf](#)
[Documented CATEX 2.pdf](#)
[Documented CATEX 3.pdf](#)
[Documented CATEX 4.pdf](#)
[Draft Traffic Op Study for 10th Ave.pdf](#)
[Public Involvement Report.pdf](#)

You can [edit this submission](#) easily.

Attachments: Because the total size is more than **20MB** the uploads are not attached.

Certificate Of Completion

Envelope Id: 28D25D12-5C6D-8EB9-83D8-4A22E90CAF58

Status: Sent

Subject: Contract #38260782: Please DocuSign: Flexible Transportation Fund Program Agreement

Contract Number: 38260782

PCN: 24928

Source Envelope:

Document Pages: 11

Signatures: 1

Envelope Originator:

Certificate Pages: 3

Initials: 3

Traci Sletmoe

AutoNav: Enabled

608 E Boulevard Ave

Envelopeld Stamping: Enabled

Bismarck, ND 58505

Time Zone: (UTC-06:00) Central Time (US & Canada)

tsletmoe@nd.gov

IP Address: 165.234.92.125

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Status: Original

Holder: Traci Sletmoe

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5/12/2026 7:50:41 AM

tsletmoe@nd.gov

Security Appliance Status: Connected

Pool: StateLocal

Signer Events

Signature

Timestamp

Kent Leben

khleben@nd.gov

Title Here

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Transportation CLOUD

Security Level: Email, Account Authentication
(None)

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Signature Adoption: Pre-selected Style

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Brandon Beise

bbeise@nd.gov

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Transportation CLOUD

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Signed: 5/22/2026 9:13:27 AM

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Derek Pfeifer

ddpfeifer@nd.gov

Local Gov Eng

Security Level: Email, Account Authentication
(None), Authentication

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Signed: 5/22/2026 2:16:12 PM

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Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 5/22/2026 2:12:08 PM

Phone: +1 701-471-5516

Electronic Record and Signature Disclosure:

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Signer Events	Signature	Timestamp
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<p>Dustin Dassinger dustin.dassinger@dickinsongov.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		<p>Sent: 5/22/2026 3:17:59 PM</p>
<p>Scott Decker scott.decker@dickinsongov.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Dustin Dassinger dustin.dassinger@dickinsongov.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Clint Morgenstern cdmorgenstern@nd.gov Security Level: Email, Account Authentication (None), Authentication</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>Chad Orn corn@nd.gov Security Level: Email, Account Authentication (None), Authentication</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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<p>Traci Sletmoe tsletmoe@nd.gov Security Level: Email, Account Authentication (None)</p>	<p>VIEWED</p> <p>Using IP Address: 2001:4930:c800:4103::186d</p>	<p>Sent: 5/12/2026 7:50:53 AM Viewed: 5/12/2026 7:54:35 AM Completed: 5/12/2026 7:58:21 AM</p>
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Joshua Skluzacek

Joshua.Skluzacek@dickinsongov.com

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Legal Admin

dotlegaladmin@nd.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

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Legal Admin

dotlegaladmin@nd.gov

Security Level: Email, Account Authentication (None)

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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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