



REGULAR MEETING OF THE CITY COMMISSION AGENDA

Tuesday, August 15, 2023 at 4:30 PM
City Hall – 38 1st Street West Dickinson, ND 58601

City Commissioners:

President: Scott Decker

Vice President: John Odermann

Jason Fridrich

Suzi Sobolik

Robert Baer

CALL TO ORDER

Resolution No: 22-2023

Ordinance No: 1784

ROLL CALL

OPENING CEREMONIES: PLEDGE OF ALLEGIANCE

1. ORDER OF BUSINESS: CONSIDERATION FOR APPROVAL

2. CONSENT AGENDA

A. Approval of Meeting Minutes dated August 1, 2023 (Enc.)

Presented by: President Decker

Consideration to approve

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

Presented by: President Decker

Consideration to approve

3. ADMINISTRATION / FINANCE

A. Class A Liquor License Amendment - Bernie's Esquire Club

Presented by: Administrator Dassinger

Consideration to approve (Enc.)

B. Memorandum of Understanding - Bravera Bank

Presented by: Administrator Dassinger

Consideration to approve

C. Museum Grant Match

Presented by: Administrator Dassinger

Consideration to approve (Enc.)

D. Chapter 23 Code Amendment

Presented by: Attorney Wenko

Consideration to approve second reading and final passage of Ordinance No. 1783 (Enc.)

E. Monthly Financial Report

Presented by: Finance Supervisor Morey

Consideration to approve (Enc.)

F. Finance Committee Board Member Approval

Presented by: DCA Carlson

Consideration to approve (Enc.)

G. 2021 Audit

Presented by: DCA Carlson

Consideration to approve

H. Monthly Hiring Journal

Presented by: HR Director Nameniuk

4. PUBLIC WORKS

A. Landfill Cell 3B5 Bid

Presented by: Interim Deputy Public Works Director Praus

Consideration to approve/reject (Enc.)

B. Monthly Public Works Report

Presented by: PW Director Zuroff

5. PUBLIC SAFETY - FIRE

6. PUBLIC SAFETY - POLICE

A. Monthly Police Report:

Presented by: Deputy Police Chief Hanson

7. COMMUNITY DEVELOPMENT

A. Rezoning Request - Lot 1, Block 6, Pinecrest Subdivision

Presented by: Planner Galibert

Consideration to approve second reading and final passage of Ordinance No. 1782 (Enc.)

B. Final Plat - Riverview Cottages 1st Addition

Presented by: Engineering and Community Development Director \ Skluzacek

Consideration to approve resolution (Enc.)

C. Final Plat - Riverview Cottages 2nd Addition

Presented by: Engineering and Community Development Director \
Skluzacek
Consideration to approve resolution (Enc.)

D. Final Plat - District Addition Subdivision

Presented by: Engineering and Community Development Director \
Skluzacek
Consideration to approve resolution (Enc.)

E. Final Plat - Tidal Wave Auto Spa (TWAS) Final Plat

Presented by: City Planner Galibert
Consideration to approve resolution (Enc.)

F. 2023 Pavement Management Plan MDST Contract

Presented by: Engineering and Community Development Director \
Skluzacek
Consideration to approve (Enc.)

G. Bartlett & West Lot Combination Professional Services Agreement

Presented by: Engineering and Community Development Director \
Skluzacek
Consideration to approve (Enc.)

H. NDDOT Cost Participation and Maintenance Agreement for I-94 Business Route East Micro Surfacing

Presented by: Engineering and Community Development Director \
Skluzacek
Consideration to approve resolution (Enc.)

I. Property Compliance Report

Presented by: Code Enforcement Officer Stewart

J. Engineering and Community Development Monthly Report

Presented by: Engineering and Community Development Director \
Skluzacek

8. PUBLIC HEARING AND PUBLIC COMMENTS NOT ON AGENDA – 5:00 PM

A. Preliminary Museum Expansion

Presented by: GT Architects and Museum Director Fuhrman

B. Public Comments not on Agenda

9. COMMISSION

10. ADJOURNMENT

Link for viewing Commission Meeting:

This link will not be live until approximately 4:20 p.m. on August 15, 2023.

Meeting Packet: <https://tinyurl.com/CCM-08-15-2023-Packet>

Stream Link: <https://dickinsongov.com/2023/08/15/city-commission-meeting-information-august-15-2023/>

Teams Meeting: <https://tinyurl.com/CCM-08-15-2023-Teams>

Meeting ID: 254 558 091 767

Meeting Passcode: YUBvZu

Teams Phone #: +1 701-506-0320

Phone Conference ID: 296 054 13#

Local Phone #: 701-456-7006

**Persons who desire to be heard under Section 8 "Public Comments not on Agenda"
may call in at (701) 456-7006 at 5:00 p.m.**

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

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 John Odermann,
 Commissioners Jason Fridrich, Suzi Sobolik and Robert Baer

Telephone: None

Absent: None

1. PLEDGE OF ALLEGIANCE

2. ORDER OF BUSINESS

MOTION BY: Jason Fridrich **SECONDED BY: Suzi Sobolik**
To approve the August 1, 2023 Order of Business as presented.

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

3. CONSENT AGENDA

MOTION BY: John Odermann **SECONDED BY: Robert Baer**

A. Approval of Meeting Minutes dated July 18, 2023.

B. Approval of Accounts Payable, Commerce Bank and Checkbook

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

4. ADMINISTRATION/FINANCE

A. Chapter 11 Code Amendment

City Attorney Christina Wenko presents a Chapter 11 code amendment which proposes simply to update the penalty and misdemeanor to be with the century code. There have been no changes from the first reading and the penalty is \$1,000.

MOTION BY: Robert Baer **SECONDED BY: John Odermann**
To approve second reading and final passage of Ordinance No. 1779.

ORDINANCE NO. 1779

AN ORDINANCE AMENDING AND RE-ENACTING SECTION 11.12.010 OF THE MUNICIPAL CODE OF THE CITY OF DICKINSON, NORTH DAKOTA, RELATING TO FINES AND IMPRISONMENTS

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

B. Preliminary Budget Statement

Deputy City Administrator Linda Carlson presents a preliminary budget statement. She states according to the state statute the city needs to declare what is needed in dollars to levy for property taxes. This year is the amount since 2017 at \$5,724,000. There will be 4 mills dedicated to the library and 4 mills to the airport. The valuation has gone up by \$133,244,581. This is \$1,000 dollars per mill. The airport and library will each receive approximately \$532,978.32.

MOTION BY: Jason Fridrich **SECONDED BY: Suzi Sobolik**
To approve the Preliminary Budget Statement

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

C. ARPA Funding Projects

Deputy City Administrator Linda Carlson states the city received \$3.6 million dollars back in 2021-2022 ARPA funding. She reviews the options for using the funding. She reviews the spreadsheet of what the city does with the funds and the rules that need to be followed in order to spend the funding. She suggests the city give SW Art Gallery and Science Center \$500,000 – with \$125,000 each year for 4 years. Also \$250,000 to Park and Rec for the community center with \$50,000 in 2023; \$100,000 in 2024 and 2025. Also \$75,000 for a feasibility assessment study for a new fire station. Ms. Carlson states the only approval she is asking for is for 2023. Dept. City Administrator Carlson states the city will treat this like any other subsidy like SW Grant and Senior Grant.

Commissioner Robert Baer states the SW Art Gallery and Science Center states has not been in business for any amount of time as this is a newly formed non-profit. If the city goes with the planned \$125,000 for 2023 and they fail where does the money go to.

City Attorney Christina Wenko states the city would have the ability to reallocate those funds if that organization is no longer viable. It does not make sense to allocate funds to something that no longer exists.

Commissioner Robert Baer does believe in arts and science and would like to see them succeed but would like to make sure this is going to work. He is concerned about the dedication of money toward this project. There is not much information or facts. This organization used to be part of the Badlands Art Association over at the college. He states the information that has been presented is found to be untrustworthy and that is why he cannot support the funding as of date. There is money for the homeless shelter and he doesn't see any money allocated this year for the shelter.

Commissioner John Odermann feels the city has gotten more from SW Art Gallery and in due diligence then any other organization that the city has given money to. The art gallery has done a business plan and 5 year Performa. The CTE is the closest to the programming structure and the city gave them \$2.5 million dollars. Commissioner Odermann is supportive of this contribution.

President Scott Decker states this allocation is year to year and not going to give the money up front until the doors open. If they close then the funds would be allowed again.

Badlands Art Association Ruth Heile states this is not a local organization. She states Badlands Art Association is the art association for the city and invites the commissioners to view their webpage. She states Badlands Art Association has been a non profit since 1977 with over 200 members from ND and surrounding states. They do significant fund raising through membership, etc. Ms. Heile thanks all their donors. She questions what the reasoning is for the city to fund competition in a none for profit organization. She would like to see the application for ARPA funding.

Commissioner Jason Fridrich states the city does give to non-profit organizations. He feels this is a quality of life for the community.

Ruth Heile states this doesn't make it a fair playing field. Badlands Art Association is an established organization and the other one is a new start up. They are in the midst of planning process and they opted to separate to pursue the new path. She is not sure why they broke away. She states when \$500,000 is being offered to the competition and she states this doesn't make for a reasonable competition.

Badlands Art Association Manager Crystal Fahlsing states this is an already established art organization in the community and this new organization has been an issue and not to have two organizations. Why not make the funds available to all organizations.

Commissioner John Odermann states the city didn't offer money to the SW Art Gallery. They had approached the city with a business plan. Commissioner Odermann is curious as to what led to the breakup of the organizations.

Todd Winter states SW Art Gallery stated that the Badlands Art Association was dragging down the new organization. They transferred money through the earnest money which was not approved by the Board and put the organization in a bind with the IRS. Their activities are unethical.

MOTION BY: Jason Fridrich SECONDED BY: John Odermann
To approve \$125,000 from ARPA funding for the support of SW Art Gallery and Science Center; \$50,000 for Parks and Rec and \$75,000 for fire station feasibility study.

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

D. Half Cent Sales Tax Appropriation to Park and Rec

Deputy City Administrator Linda Carlson states the community center which is almost 20 years old needs some capital improvements. She states the community center is in need of carpet replacement, water slide repairs, HVAC system upgrade and roof repairs. Ms. Carlson states the half cent sales tax is dedicated to the construction of a public building and can be used for the purpose of an aquatic center, gymnasium and related uses. The tax is to fund operations, maintenance and repair expenses for the community center. Ms. Carlson states staff is recommending an amendment to the 2023 budget of additional \$500,000 in subsidy to the Dickinson Parks and Rec. She is also proposing for the 2024 budget a subsidy of \$950,000 plus \$325,000 for programming projects.

MOTION BY: Suzi Sobolik SECONDED BY: Robert Baer
To approve \$500,000 from the half cent sales tax funds for the Parks and Rec for 2023.

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

E. Fee Schedule Amendment

Deputy City Administrator presents an amendment to the fee schedule to include the Finance Committee Board members. Ms. Carlson states she had failed to bring forward the Finance Committee on the amendment last meeting. She states the committee will get paid the same as other board members of \$100.

MOTION BY: John Odermann
Adopt Resolution No. 20-2023.

RESOLUTION NO. 20-2023
A RESOLUTION INCREASING COMPENSATION
FOR CERTAIN CITY BOARD APPOINTMENTS

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

F. Dickinson Theodore Roosevelt Regional Airport Budget Presentation

Airport Manager Kelly Braun presents the 2024 budget for the airport. He presents the proposed airport expenses and revenues. He states they are able to carry over a small surplus for the projects. He states they will bring the final budget to the meeting in September. He states the airport will be receiving \$532,000 from the city mills. He updates the Commissioners on the airport expansion and asking for \$3 million dollars from the city. He is hoping to have all this in place in the opening of the new terminal at the same time the presidential library is going to open.

G. I-94 Speed Limit Discussion between Exits

City Administrator Dustin Dassinger presents a request from home owners to reduce the speed between exit 59 and exit 64. The homeowners along this highway are concerned about accidents, etc. Administrator Dassinger is asking the Commissioners to allow the city to work with NDDOT to initiate a study.

SECONDED BY: Suzi Sobolik

To approve the discussion with NDDOT to review the changing of speeds between exist 59 and exit 64.

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

H. Memorandum of Understanding with Bravera Bank

City Administrator Dustin Dassinger presents an MOU with Bravera Bank. Administrator Dassinger states Braver bank would like the south parking lot exclusively for Bravera bank employees and not allowing anyone else to use the lot. They would like the south parking lot dedicated to Bravera employee parking Monday through Friday from 7:30 a.m. to 5:00 p.m. The south lot would be available for public parking all other hours. Bravera will maintain the south parking lot. Administrator Dassinger states the Bravera have been excellent neighbors with Legacy Square. City staff does have concerns for the south parking lot being exclusively for Bravera bank employees. He states Bravera does have a certain number of spots dedicated to their employees. Other employees from other businesses are also parking in the area. Administrator Dassinger states the city has worked with Bravera and this is quite a change as to an exclusive use. Administrator Dassinger states it would be Bravera's responsibility to regulate who parks in the parking lot. They generally let the city set up for the Legacy Square at 5:00 p.m.

President Scott Decker suggests to table this item until the redesign and striping is complete.

Commissioner Jason Fridrich stated the intention was that the city traded lots with them that the east half of the south lot was to use exclusively for them. They have worked well with the city and they are asking for the parking lot for their intent.

City Attorney Christina Wenko state it is probably not a bad idea to set out if the intent is to use the parking lot for Legacy Square events. The agreement may change after 15 years and different commissioners on the board. She states Bravera has been excellent in that respect of the square.

SECONDED BY: Suzi Sobolik

To table the Bravera parking lot discussion until the next meeting.

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

5. PUBLIC WORKS

A. Reports:

None

6. PUBLIC SAFETY

A. Fire Department

Monthly Fire Department Report:

Fire Chief Jeremy Presnell updates the commission on the June Fire Department report. Chief Presnell states there were 162 calls for June. Most call types were EMS calls and then false alarm or good intent calls. He states Station #1 sees most calls in the area at 57%. The response times for June were very good. There were 1,265 hours of training which puts the department just under 8,000 hours of training for the year. Chief Presnell states the reason for the improvement in response times is that the firefighters are getting into their vehicles quicker and making sure they are getting on the road.

B. Police Department
Reports:
None

7. **COMMUNITY DEVELOPMENT SERVICES**

A. Special Use Permit – 849 16th Avenue East

City Planner Matthew Galibert presents a special use permit for 849 16th Avenue East. He states this is for a home based business for dog grooms. Planner Galibert reads the conditions for this permit. He states there were no public comments at the Planning and Zoning meeting.

City/County Planner Steven Josephson states that in her application she would only take six dogs per day. He states there are special conditions with this special use permit. Planner Josephson states they have asked the applicant to draft a business plan as part of their proposal for the special use permit. He states if the city does get complaints then they would inspect the property.

Commissioner Suzi Sobolik states that six dogs per day would not impede the neighbors. She states this condition is good to have in the application.

MOTION BY: Jason Fridrich
Adopt Resolution No. 21-2023.

SECONDED BY: Robert Baer

RESOLUTION NO. 21-2023

A RESOLUTION APPROVING A SPECIAL USE PERMIT TO THE BARKING LOT FOR A DOG GROOMING FACILITY LOCATED AT 849 16th AVE EAST, DICKINSON, ND

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

B.Rezone Request – Riverview Addition Subdivision

City/County Planner Steven Josephson presents a rezone request for Riverview Addition Subdivision and Lots 15-20, Block 2 of Fischer’s Addition Subdivision. This consists of 2.08 acres. He states this is the second reading and no changes from the first reading.

MOTION BY: Suzi Sobolik
To approve second reading and final passage of Ordinance No. 1780.

SECONDED BY: Jason Fridrich

ORDINANCE NO. 1780

AN ORDINANCE AMENDING THE DISTRICT ZONING MAP FOR REZONING AND RECLASSIFYING DESIGNATED LOTS, BLOCKS OR TRACTS OF LAND WITHIN THE ZONING JURISDICTION OF THE CITY OF DICKINSON, NORTH DAKOTA.

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

C. Rezone Request – District Addition Subdivision

City/County Planner Steven Josephson presents a rezoning request for a property legally described as Lot 4, Block 1 of the District Addition Subdivision. This site consists of 5.47 acres. There are no changes from the first reading. This development would have limited commercial usages.

MOTION BY: Robert Baer
To approve second reading and final passage of Ordinance No. 1781.

SECONDED BY: Suzi Sobolik

ORDINANCE NO. 1781

AN ORDINANCE AMENDING THE DISTRICT ZONING MAP FOR REZONING AND RECLASSIFYING DESIGNATED LOTS, BLOCKS OR

**TRACTS OF LAND WITHIN THE ZONING JURISDICTION OF THE CITY
OF DICKINSON, NORTH DAKOTA.**

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

D. Sundance Coves Bid Award SID

Engineering and Community Development Director Josh Skluzacek presents a bid for Sundance Coves special improvement district. The bids were open on July 19, 2023 and the city received 3 bids. The low bid was for \$378,500 from Denny's Electric. The engineering estimate is \$466,000. Director Skluzacek reviews the information and recommends approval.

MOTION BY: Robert Baer SECONDED BY: Suzi Sobolik
To approve the bid award to Denny's Electric for Sundance Coves SID.

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

8. PUBLIC HEARING AND PUBLIC COMMENTS NOT ON AGENDA – 5:00 P.M.

A. TC Energy and Marathon Presentation

TC Energy Representative Ms. Tayla Snapp and Marathon Representative Ms. Kate Klossner provided information on the proposed hydrogen plant which would be a low carbon project in the ETZ of the city. This proposed project would be just north of Marathon at the former BOE terminal. There will be a community open forum on August 23, 2023 at 4:00 p.m. at the BAC. This project is funded through clean sustainability fund. They have also applied to the Department of Energy for hydrogen funding. This project is in the early stages at this time. They state this is a business friendly state. She states hydrogen is new to the county. There are multiple uses for hydrogen which include semis, tractors, combines, etc. They state there is a lot of different pieces of this project that are still in the works.

Mr. Dean Burwick would like to know what the hydrogen is going to be used for, where is going to be shipped to and where it is going to be stored. Mr. Burwick has many questions in regards to the new project.

B. Public Hearing – Rezoning Request – Lot 1, Block 6, Pinecrest Subdivision

City Planner Matthew Galibert presents a rezoning request for Pinecrest Subdivision. He states this request is from AG to High Density Residential. He states initially the applicant wanted to go to GC. The future land use map was different so the applicant decided to go to R3. This would be a better fit the access road. The entire lot is zoned AG and they are asking to be rezoned to R3. There have been no public comments.

City Attorney Christina Wenko states this particular area had to some vacation of plats and then the city deannexed some of the parcels. This is a highly active area.

Ms. Toni Haider who owns this property since 2012 states there are two parcels in one lot. They have been taking taxes and they are trying to sell the lot. The recorder would like to have a better boundary. There would like to have a crystal clear idea of who owns this property and the boundary lines. She states they would like to put the land for sale.

President Scott Decker opens the public hearing at 5:23 p.m. Hearing no public comments, the hearing is closed at 5:24 p.m. and the following motion is made.

MOTION BY: Robert Baer
To approve first reading of Ordinance 1782

ORDINANCE NO. 1782

AN ORDINANCE AMENDING THE DISTRICT ZONING MAP FOR REZONING AND RECLASSIFYING DESIGNATED LOTS, BLOCKS OR TRACTS OF LAND WITHIN THE ZONING JURISDICTION OF THE CITY OF DICKINSON, NORTH DAKOTA.

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

C. Public Hearing – Chapter 23 Code Amendment

City Attorney Christina Wenko presents a Chapter 23 amendment. She states every legislative session the city goes in and check on the updated codes. There were quite a few changes to the criminal statutes. There are additional changes needed to the current city code. She explains there are changes to seat belts, you can now be stopped for not wearing a seatbelt. The only way you would not have to wear a seatbelt is if there was a medical condition and you would need a doctor's excuse on why you are not wearing a seatbelt. There are also changes to child restraints, stop signs, road closures, rotary traffic islands, windshield and tint, registration of vehicles, and DUI laws. She states this clarification will help officers to enforce violations.

Police Chief Joe Cianni does not believe this covers the side windows other than the two front side windows. The front windshield on the top of the window and the front left and right side windows. He states the language in this specific code for window tint was not clear and not it is cleaned up.

President Scott Decker opens the public hearing at 5:35 p.m. Hearing no public comments, the hearing is closed at 5:36 p.m. and the following motion is made.

MOTION BY: John Odermann
To approve first reading of Ordinance No. 1783.

ORDINANCE NO. 1783

AN ORDINANCE AMENDING AND RE-ENACTING SECTIONS 23.68.015, 23.68.020, 23.32.020, 23.36.175 AND ENACTING SECTIONS 23.36.125, 23.68.060, 23.76.170, AND 23.76.015 OF THE MUNICIPAL CODE OF THE CITY OF DICKINSON, NORTH DAKOTA, RELATING TO CHAPTER 23 MOTOR VEHICLES AND TRAFFIC

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

D. Public Comments not on Agenda

None

9. COMMISSION

Commissioner Robert Baer discusses the last commission meeting where a business came into to strong arm the city to have their event on the pavement during Legacy Square events. He states the vendor who bid on the liquor license placed \$10,000 dollars for the bid and 20% of the profits and now there is someone trying to sabotage the situation. He states that this business who came in states that the city is preventing them from feeding their family. Commissioner Baer states that when he goes to events he sees intimidation going on from this business. He states commissioners need to protect whomever bids on the liquor license for Legacy Square as no one may bid again on this project. He feels if this business would like to open up at 6 p.m. they should give the city 20% of their profits. He states right now this business is giving the city nothing and is taking away from the vendor who bid on the square. He has a concern of what he is seeing taking place.

President Scott Decker appreciates Commissioner Baer's point. President Decker feels the tactics could have been done in a different manner. He has been checking this business to see if they have their sidewalk opened earlier and he doesn't think the current awardee has anything to be afraid of. President Decker states he has not seen any intimidation on the square property. He feels the business in question is gathering information to see if they would like to bid next year. He states Legacy Square has had some successful nights. He states geotherm shows that the city has had 1300 to 1500 people per night.

City Administrator Dustin Dassinger states that Marketing Director Joel Walters will be having a report on the Legacy Square next meeting.

ADJOURNMENT

MOTION BY: Suzi Sobolik

SECONDED BY: Jason Fridrich

Adjournment of the meeting was at 6:35 P.M.

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

Motion declared duly passed.

OFFICIAL MINUTES PREPARED BY:

Rita Binstock, Assistant to City Administrator

APPROVED BY:

Dustin Dassinger, City Administrator

Scott Decker, President
Board of City Commissioners

Date: August 15, 2023

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

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

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

Print Option: DETAIL
Age By: Document Date
Aging Date: 8/9/2023

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

Vendor ID: 5714		Name: ACCENT WIRE-TIE				Class ID:		FED TAX CLAS:		S-CORP	
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	10004642	INV	7/18/2023	7/18/2023	\$800.00	REPLACED PARTS/INSPECTE		\$800.00			
							Due				
Voucher(s): 1		Aged Totals:			\$800.00	\$800.00	\$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
	59291	INV	8/1/2023	8/1/2023	\$194.00	CREDIT BUREAU CHECKS		\$194.00			
							Due				
Voucher(s): 1		Aged Totals:			\$194.00	\$194.00	\$0.00	\$0.00	\$0.00		
Vendor ID: 5115		Name: ALLSTATE PETERBILT OF DICKINSON				Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	4604177901	INV	7/21/2023	7/21/2023	\$136.86	SLACK ADJUSTER		\$136.86			
							Due				
Voucher(s): 1		Aged Totals:			\$136.86	\$136.86	\$0.00	\$0.00	\$0.00		
Vendor ID: 4557		Name: AMERICAN ENGINEERING TESTING 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
	140201	INV	7/27/2023	7/27/2023	\$2,260.00	202302 WATERMAIN & LEAD F		\$2,260.00			
							Due				
Voucher(s): 1		Aged Totals:			\$2,260.00	\$2,260.00	\$0.00	\$0.00	\$0.00		
Vendor ID: 4418		Name: ARAMARK UNIFORM & CAREER APPAREL GROU				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
	2550195012	INV	7/19/2023	7/19/2023	\$66.95	UNIFORM CLEANING		\$66.95			
	2550195013	INV	7/19/2023	7/19/2023	\$144.33	MISC ITEMS FOR BALER BUILI		\$144.33			
	2550198019	INV	7/26/2023	7/26/2023	\$66.95	UNIFORM CLEANING		\$66.95			
	2550198020	INV	7/26/2023	7/26/2023	\$190.90	MISC ITEMS FOR BALER BUILI		\$190.90			
	2550200972	INV	8/2/2023	8/2/2023	\$141.83	MATS		\$141.83			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Section 2. Item B.

Voucher(s): 5		Aged Totals:		Due		\$610.96		\$610.96		\$0.00		\$0.00		\$0.00		Section 2. Item B.							
Vendor ID: 6494		Name:		ARCORO HOLDINGS CORP		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	
		324458		INV		7/30/2023		7/30/2023		\$6,200.00		PERFORMANCE MANAGEMEN				\$6,200.00							
Voucher(s): 1		Aged Totals:		Due		\$6,200.00		\$6,200.00		\$0.00		\$0.00		\$0.00									
Vendor ID: 49		Name:		BAKER & TAYLOR CO (GA)		Class ID:		FED TAX CLAS:															
Voucher/ Payment No.		Doc Number		Type		Doc Date		Due Date		Doc Amount		Description		Writeoff Amount		Current Period		31 - 60 Days		61 - 90 Days		91 and Over	
		2037666709		INV		7/17/2023		7/17/2023		\$117.90		DIP CH				\$117.90							
		2037666905		INV		7/17/2023		7/17/2023		\$18.19		SLOPE CHILDRENS				\$18.19							
		2037667474		INV		7/18/2023		7/18/2023		\$557.21		SLOPE CHILDRENS				\$557.21							
		2037667563		INV		7/18/2023		7/18/2023		\$384.05		BC				\$384.05							
		2037667566		INV		7/18/2023		7/18/2023		\$525.18		DIP				\$525.18							
		2037678020		INV		7/20/2023		7/20/2023		\$594.54		DIP CH				\$594.54							
		2037678035		INV		7/20/2023		7/20/2023		\$418.53		DIP CH				\$418.53							
		2037687425		INV		7/26/2023		7/26/2023		\$166.55		DIP				\$166.55							
		2037687441		INV		7/26/2023		7/26/2023		\$103.50		BC				\$103.50							
Voucher(s): 9		Aged Totals:		Due		\$2,885.65		\$2,885.65		\$0.00		\$0.00		\$0.00									
Vendor ID: 6203		Name:		BALCO UNIFORM - POLICE ACCOUNT		Class ID:		FED TAX CLAS:															
Voucher/ Payment No.		Doc Number		Type		Doc Date		Due Date		Doc Amount		Description		Writeoff Amount		Current Period		31 - 60 Days		61 - 90 Days		91 and Over	
		75048-2		INV		8/1/2023		8/1/2023		\$67.75		BIKE PATROL POLOS				\$67.75							
Voucher(s): 1		Aged Totals:		Due		\$67.75		\$67.75		\$0.00		\$0.00		\$0.00									
Vendor ID: 6278		Name:		BARANKO ENVIROMENTAL 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	
		21357		INV		6/26/2023		6/26/2023		\$2,941.70		GEN RATES-ENVIRONMENTAI				\$2,941.70							
Voucher(s): 1		Aged Totals:		Due		\$2,941.70		\$0.00		\$2,941.70		\$0.00		\$0.00		\$0.00							
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		8/10/2023		8/10/2023		\$1,021.26		OPEB HLTH BENEFIT				\$1,021.26							

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Voucher(s): 1												Aged Totals:		Due		\$1,021.26		\$1,021.26		\$0.00		\$0.00		Section 2. Item B.					
Vendor ID: 4670												Name: BEK CONSULTING				Class ID: 1099				FED TAX CLAS: LLC									
Voucher/ Payment No.												Doc Number		Type	Doc Date	Due Date	Doc Amount		Description	Writeoff Amount		Current Period		31 - 60 Days		61 - 90 Days		91 and Over	
												6166		INV	7/21/2023	7/21/2023	\$5,578.25		EXTRA WORK FORM			\$5,578.25							
												202111 3		INV	7/24/2023	7/24/2023	\$508,868.10		202111 DICKINSON SIMS ST IM			\$508,868.10							
Voucher(s): 2												Aged Totals:		Due		\$514,446.35		\$514,446.35		\$0.00		\$0.00		\$0.00					
Vendor ID: 773												Name: BERGER ELECTRIC INC				Class ID:				FED TAX CLAS:									
Voucher/ Payment No.												Doc Number		Type	Doc Date	Due Date	Doc Amount		Description	Writeoff Amount		Current Period		31 - 60 Days		61 - 90 Days		91 and Over	
												85640		INV	7/26/2023	7/26/2023	\$902.50		TROUBLESHOOT LIGHTS			\$902.50							
Voucher(s): 1												Aged Totals:		Due		\$902.50		\$902.50		\$0.00		\$0.00		\$0.00					
Vendor ID: 5996												Name: BIG HORN TIRE, INC				Class ID:				FED TAX CLAS: S CORP									
Voucher/ Payment No.												Doc Number		Type	Doc Date	Due Date	Doc Amount		Description	Writeoff Amount		Current Period		31 - 60 Days		61 - 90 Days		91 and Over	
												18113		INV	7/28/2023	7/28/2023	\$602.00		TIRE REPAIR			\$602.00							
												256363		INV	7/28/2023	7/28/2023	\$347.23		OTR REPAIR COST			\$347.23							
												18128		INV	7/31/2023	7/31/2023	\$250.00		ND FLEET SURVEY			\$250.00							
Voucher(s): 3												Aged Totals:		Due		\$1,199.23		\$1,199.23		\$0.00		\$0.00		\$0.00					
Vendor ID: 66												Name: BISMARCK STATE COLLEGE				Class ID:				FED TAX CLAS: STATE AGENCY									
Voucher/ Payment No.												Doc Number		Type	Doc Date	Due Date	Doc Amount		Description	Writeoff Amount		Current Period		31 - 60 Days		61 - 90 Days		91 and Over	
												080123		INV	8/1/2023	8/1/2023	\$2,475.00		33 NIGHTS @ \$25.00 PER NIGI			\$2,475.00							
Voucher(s): 1												Aged Totals:		Due		\$2,475.00		\$2,475.00		\$0.00		\$0.00		\$0.00					
Vendor ID: TEMP000527												Name: BLUE HORSESHOE INVESTMENTS 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	
												UTPAY511		INV	8/8/2023	8/8/2023	\$27.16		Utility Account: 1011910.006			\$27.16							
Voucher(s): 1												Aged Totals:		Due		\$27.16		\$27.16		\$0.00		\$0.00		\$0.00					
Vendor ID: 4390												Name: BRAUN DISTRIBUTING				Class ID:				FED TAX CLAS:									
Voucher/ Payment No.												Doc Number		Type	Doc Date	Due Date	Doc Amount		Description	Writeoff Amount		Current Period		31 - 60 Days		61 - 90 Days		91 and Over	
												34238		INV	7/27/2023	7/27/2023	\$51.80		4 5 GAL SPRING WATERS			\$51.80							
												342368-2		INV	8/3/2023	8/3/2023	\$3,857.89		MISCELLANEOUS ITEM			\$3,857.89							
												35606		INV	8/3/2023	8/3/2023	\$39.80		4 5GAL SPRING WATERS			\$39.80						15	

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Voucher(s): 3		Aged Totals:		Due		\$3,949.49		\$3,949.49		\$0.00		\$0.00		\$0.00	
Vendor ID: 592		Name: BRAVERA INSURANCE		Class ID:		FED TAX CLAS:									
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over				
	15366	INV	7/12/2023	7/12/2023	\$162.00	ENDT ADD JD 614M CAB TRAC		\$162.00							
	15386	INV	7/18/2023	7/18/2023	\$15,305.00	INCREASE MULTIPLE BUILDIN		\$15,305.00							
	15397	INV	7/21/2023	7/21/2023	\$2,885.00	ADD COVERAGE @ LEGACY S		\$2,885.00							
	15409	INV	7/25/2023	7/25/2023	\$81.00	INCREASE LOC 160 BPP & CH		\$81.00							
	15419	INV	7/28/2023	7/28/2023	\$242.00	ADD LEGACY SQUARE TURF		\$242.00							
	15450	INV	8/7/2023	8/7/2023	\$2,259.28	WEATHER EVENT CANCELLA		\$2,259.28							
Voucher(s): 6		Aged Totals:		Due		\$20,934.28		\$20,934.28		\$0.00		\$0.00		\$0.00	
Vendor ID: 1432		Name: BROWN, DAN		Class ID:		FED TAX CLAS:		EMPLOYEE/RETIREE							
Voucher/ Payment 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	8/14/2023	8/14/2023	\$276.50	OPEB HLTH BENEFIT		\$276.50							
Voucher(s): 1		Aged Totals:		Due		\$276.50		\$276.50		\$0.00		\$0.00		\$0.00	
Vendor ID: 92		Name: BURESH, KAREN		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				
	HEALTH INS PREMIU	INV	8/14/2023	8/14/2023	\$241.95	OPEB HLTH BENEFIT		\$241.95							
Voucher(s): 1		Aged Totals:		Due		\$241.95		\$241.95		\$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				
	09PS0342719	INV	7/27/2023	7/27/2023	\$109.39	CAT ELC-1 GAL		\$109.39							
	09WO015521	INV	7/31/2023	7/31/2023	\$4,300.57	REPLACED JOY STICK, REMO		\$4,300.57							
Voucher(s): 2		Aged Totals:		Due		\$4,409.96		\$4,409.96		\$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				
	2781-402087	INV	7/19/2023	7/19/2023	\$24.99	TWIN		\$24.99							
	2781-402708	INV	8/1/2023	8/1/2023	\$3.04	LUG NUT		\$3.04							
Voucher(s): 2		Aged Totals:		Due		\$28.03		\$28.03		\$0.00		\$0.00			

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AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

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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
	81589404	INV	7/20/2023	7/20/2023	\$78.72	SLOPE		\$78.72			
	81589964	INV	7/20/2023	7/20/2023	\$71.22	SLOPE		\$71.22			
							Due				
Voucher(s): 2		Aged Totals:					\$149.94	\$149.94	\$0.00	\$0.00	\$0.00
Vendor ID: 4889		Name: CENTRAL SQUARE COMPANIES					Class ID:		FED TAX CLAS: LLC-CORP		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	380082	INV	4/18/2023	4/18/2023	\$120.00	FIELD OPS SUBSCRIPTION					\$120.00
	385458	INV	6/27/2023	6/27/2023	\$164.76	RENEWAL W/CONTRACT			\$164.76		
							Due				
Voucher(s): 2		Aged Totals:					\$284.76	\$0.00	\$164.76	\$0.00	\$120.00
Vendor ID: TEMP000526		Name: CLANTON, CODY & BREANNA					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
	UTPAY510	INV	8/8/2023	8/8/2023	\$28.01	Utility Account: 1135120.002		\$28.01			
							Due				
Voucher(s): 1		Aged Totals:					\$28.01	\$28.01	\$0.00	\$0.00	\$0.00
Vendor ID: 2725		Name: CLEAN SWEEP VACUUM CENTER					Class ID:		FED TAX CLAS:		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	083428	INV	7/29/2023	7/29/2023	\$213.92	RICCAR RHD, BELTS, FITTING		\$213.92			
							Due				
Voucher(s): 1		Aged Totals:					\$213.92	\$213.92	\$0.00	\$0.00	\$0.00
Vendor ID: 4613		Name: COCA COLA BOTTLING CO INC					Class ID:		FED TAX CLAS:		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	260241	INV	8/7/2023	8/7/2023	\$152.00	MISC DRINKS FOR LEGACY S		\$152.00			
							Due				
Voucher(s): 1		Aged Totals:					\$152.00	\$152.00	\$0.00	\$0.00	\$0.00
Vendor ID: 4683		Name: COLDSPRING					Class ID:		FED TAX CLAS:		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1189818	INV	7/24/2023	7/24/2023	\$431.00	CF-1 CRYPT FRONT		\$431.00			
							Due				
Voucher(s): 1		Aged Totals:					\$431.00	\$431.00	\$0.00	\$0.00	\$0.00
Vendor ID: TEMP000531		Name: COLTER ENERGY SERVICES 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
	UTPAY515	INV	8/8/2023	8/8/2023	\$585.36	Utility Account: 1119770.001		\$585.36			

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Voucher(s): 1												Aged Totals:		Due		\$585.36		\$585.36		\$0.00		\$0.00		\$0.00		Section 2. Item B.	
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 080123		INV		8/1/2023		8/1/2023		\$1,923.10		MONTHLY PHONE BILLING				\$1,923.10											
		3027600 080123		INV		8/1/2023		8/1/2023		\$45.99		MONTHLY PHONE BILLING				\$45.99											
Voucher(s): 2												Aged Totals:		Due		\$1,969.09		\$1,969.09		\$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					
		202306 2		INV		7/27/2023		7/27/2023		\$161,907.75		202306 ROADWAY & STORM S				\$161,907.75											
Voucher(s): 1												Aged Totals:		Due		\$161,907.75		\$161,907.75		\$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					
		T259449		INV		7/25/2023		7/25/2023		\$701.78		8 PVC SDR35 SWR PIPE				\$701.78											
Voucher(s): 1												Aged Totals:		Due		\$701.78		\$701.78		\$0.00		\$0.00		\$0.00			
Vendor ID:		5999		Name:		DAKOTA BUSINESS SOLUTIONS, 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					
		8065		INV		7/31/2023		7/31/2023		\$91.99		PINWHEEL TAPES-POSTAGE				\$91.99											
Voucher(s): 1												Aged Totals:		Due		\$91.99		\$91.99		\$0.00		\$0.00		\$0.00			
Vendor ID:		147		Name:		DAKOTA FILTER 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					
		3891		INV		7/21/2023		7/21/2023		\$323.82		MISC FILTERS				\$323.82											
Voucher(s): 1												Aged Totals:		Due		\$323.82		\$323.82		\$0.00		\$0.00		\$0.00			
Vendor ID:		9734		Name:		DAVENPORT MATTHEW				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					
		080723		INV		8/7/2023		8/7/2023		\$157.50		EMPLOYEE EXP-M DAVENPOF				\$157.50											
Voucher(s): 1												Aged Totals:		Due		\$157.50		\$157.50		\$0.00		\$0.00		\$0.00			
Vendor ID:		162		Name:		DENNYS 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					
		201531 14		INV		7/1/2023		7/1/2023		\$20,881.11		201531 DICKINSON TOWN SQ						\$20,881.11									

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Voucher(s): 1		Aged Totals:					Due				
							\$20,881.11	\$0.00	\$20,881.11	\$0.00	\$0.00
Vendor ID: 9616		Name: DEPT of HEALTH and HUMAN SERVICES					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
	OVERPAYMENT	INV	8/8/2023	8/8/2023	\$101.61	OVERPAYMENT -T & S PENGE		\$101.61			
	OVERPAYMENT RIGC	INV	8/8/2023	8/8/2023	\$102.08	OVERPAYMENT -CRYSTAL RIK		\$102.08			
Voucher(s): 2		Aged Totals:					Due				
							\$203.69	\$203.69	\$0.00	\$0.00	\$0.00
Vendor ID: 6298		Name: DIAMOND H RENTALS					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
	2032	INV	8/1/2023	8/1/2023	\$400.00	HIWAY SIGN #2 1/1/23-12/31/2		\$400.00			
Voucher(s): 1		Aged Totals:					Due				
							\$400.00	\$400.00	\$0.00	\$0.00	\$0.00
Vendor ID: 2286		Name: DICKINSON FIRE FIGHTERS ASSOCIATION					Class ID:		FED TAX CLAS: GOV		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	12212022	INV	8/8/2023	8/8/2023	\$420.00	JULY 20TH WITHHOLDINGS		\$420.00			
Voucher(s): 1		Aged Totals:					Due				
							\$420.00	\$420.00	\$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
	BUILDING IMP 080223	INV	8/2/2023	8/2/2023	\$550,000.00	BUILDING IMPROVEMENTS		\$550,000.00			
Voucher(s): 1		Aged Totals:					Due				
							\$550,000.00	\$550,000.00	\$0.00	\$0.00	\$0.00
Vendor ID: 5166		Name: DICKINSON PARKS & REC (MEMBERS)					Class ID:		FED TAX CLAS:		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	3190198	INV	7/30/2023	7/30/2023	\$2,507.03	EMPLOYEE MEMBERSHIPS		\$2,507.03			
	3190198	INV	8/8/2023	8/8/2023	\$2,498.38	EMPLOYEE MEMBERSHIPS		\$2,498.38			
Voucher(s): 2		Aged Totals:					Due				
							\$5,005.41	\$5,005.41	\$0.00	\$0.00	\$0.00
Vendor ID: 2651		Name: DICKINSON PRESS-SUBSCRIPTIONS					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
	177836786 080723	INV	8/7/2023	8/7/2023	\$183.49	12 MO SUBSCRIPTION		\$183.49			
Voucher(s): 1		Aged Totals:					Due				
							\$183.49	\$183.49	\$0.00	\$0.00	\$0.00

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Vendor ID: 2980		Name: DOMINOS PIZZA				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
	45	INV	8/3/2023	8/3/2023	\$91.31	MEALS FOR LEGACY SQUARE		\$91.31			
Voucher(s): 1							Aged Totals:		Due		
									\$91.31	\$91.31	\$0.00
									\$0.00	\$0.00	\$0.00
Vendor ID: 192		Name: DONS FILTER & FURNACES UNLIMITED				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
	055004	INV	7/26/2023	7/26/2023	\$284.88	24 SMITH FILTERS		\$284.88			
Voucher(s): 1							Aged Totals:		Due		
									\$284.88	\$284.88	\$0.00
									\$0.00	\$0.00	\$0.00
Vendor ID: 203		Name: EAST END AUTO (POLICE)				Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	17003	INV	7/24/2023	7/24/2023	\$50.00	TOWING 1990 HONDA		\$50.00			
	17004	INV	7/24/2023	7/24/2023	\$50.00	TOWING 1999 ACURA CL SILV		\$50.00			
	17005	INV	7/24/2023	7/24/2023	\$50.00	TOWING 2010 CHEVY COBAL1		\$50.00			
	17013	INV	7/28/2023	7/28/2023	\$50.00	TOWING 2001 NISSAN MAXIM/		\$50.00			
Voucher(s): 4							Aged Totals:		Due		
									\$200.00	\$200.00	\$0.00
									\$0.00	\$0.00	\$0.00
Vendor ID: 6501		Name: EBELHAR ROBERT				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
	RE 072823	INV	7/28/2023	7/28/2023	\$46.25	EMPLOYEE EXP-ROBERT EBI		\$46.25			
Voucher(s): 1							Aged Totals:		Due		
									\$46.25	\$46.25	\$0.00
									\$0.00	\$0.00	\$0.00
Vendor ID: 4329		Name: ELAINE DVORAK				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
	6675-47	INV	7/27/2023	7/27/2023	\$63.00	3 DZ COOKIES & CARMEL ROI		\$63.00			
Voucher(s): 1							Aged Totals:		Due		
									\$63.00	\$63.00	\$0.00
									\$0.00	\$0.00	\$0.00
Vendor ID: 1039		Name: ELDER CARE				Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	ELDER CARE	INV	8/11/2023	8/11/2023	\$12,500.00	SALES TAX		\$12,500.00			
	ELDER CARE TAXI	INV	8/11/2023	8/11/2023	\$4,583.34	TAXI 1% SALES TAX		\$4,583.34			
Voucher(s): 2							Aged Totals:		Due		
									\$17,083.34	\$17,083.34	\$0.00
									\$0.00	\$0.00	

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Vendor ID: 1001		Name: ENTERTAINMENT EXPLOSION					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
	080723	INV	8/7/2023	8/7/2023	\$3,987.50	ADDITIONAL CHG FOR 2 EXT		\$3,987.50			

Voucher(s): 1		Aged Totals:					Due				
							\$3,987.50	\$3,987.50	\$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
	905997591	INV	7/26/2023	7/26/2023	\$19,770.38	3962 GAL BIOXIDE		\$19,770.38			
	905997597	INV	7/26/2023	7/26/2023	\$19,920.08	3992 GAL BIOXIDE		\$19,920.08			

Voucher(s): 2		Aged Totals:					Due				
							\$39,690.46	\$39,690.46	\$0.00	\$0.00	\$0.00

Vendor ID: 1567		Name: FASTENAL COMPANY					Class ID:		FED TAX CLAS:		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	NDDIC194448	INV	7/19/2023	7/19/2023	\$343.20	S/S HCS/ FHN		\$343.20			

Voucher(s): 1		Aged Totals:					Due				
							\$343.20	\$343.20	\$0.00	\$0.00	\$0.00

Vendor ID: 4084		Name: FERGUSON WATERWORKS #2516					Class ID:		FED TAX CLAS:		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	0440488-3	INV	7/7/2023	7/7/2023	\$276.40	3/4 MACH 10 USG		\$276.40			

Voucher(s): 1		Aged Totals:					Due				
							\$276.40	\$0.00	\$276.40	\$0.00	\$0.00

Vendor ID: 4476		Name: FLAGSHOOTER 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
	230728004	INV	8/4/2023	8/4/2023	\$778.01	RED STRAIGHT FLAGS		\$778.01			

Voucher(s): 1		Aged Totals:					Due				
							\$778.01	\$778.01	\$0.00	\$0.00	\$0.00

Vendor ID: 6113		Name: FLEETMIND SOLUTIONS INC.					Class ID:		FED TAX CLAS: CORPORATION		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	9119	INV	7/21/2023	7/21/2023	\$1,015.00	JULY-FEE FLEETLINK, JULY M		\$1,015.00			
	9152	INV	7/21/2023	7/21/2023	\$435.03	JULY-MO DATA PLAN, FLEETL		\$435.03			

Voucher(s): 2		Aged Totals:					Due				
							\$1,450.03	\$1,450.03	\$0.00	\$0.00	\$0.00

Vendor ID: 5795		Name: FORCE AMERICA DISTRIBUTING LLC					Class ID:		FED TAX CLAS: C CORP		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	200-1043687	INV	7/28/2023	7/28/2023	\$759.00	5MB FLAT DATA PLAN US WIT		\$759.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

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Voucher(s): 1												Aged Totals:		Due		\$759.00		\$759.00		\$0.00		\$0.00		\$0.00		Section 2. Item B.	
Vendor ID: 5859			Name: FORUM COMMUNICATIONS CO.					Class ID:			FED TAX CLAS:					S CORP											
Voucher/ Payment No.		Doc Number		Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount		Current Period		31 - 60 Days		61 - 90 Days		91 and Over										
		MP119154 073123		INV	7/31/2023	7/31/2023	\$66.00	ADVERTISING -MUSEUM			\$66.00																
		244246-1		INV	8/1/2023	8/1/2023	\$17.82	NOTICE OF PUBLIC HEARING			\$17.82																
		247106-1		INV	8/2/2023	8/2/2023	\$13.86	PUBLIC HEARING NOTICE			\$13.86																
Voucher(s): 3												Aged Totals:		Due		\$97.68		\$97.68		\$0.00		\$0.00		\$0.00			
Vendor ID: 3282			Name: FURNITURE CITY					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										
		070123		INV	7/1/2023	7/1/2023	\$325.00	SOFA TABLE					\$325.00														
Voucher(s): 1												Aged Totals:		Due		\$325.00		\$0.00		\$325.00		\$0.00		\$0.00			
Vendor ID: 9733			Name: GEIGER MASON					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										
		REIMBURSE 080723		INV	8/7/2023	8/7/2023	\$65.25	EMPLOYEE REIMBURSEMENT			\$65.25																
Voucher(s): 1												Aged Totals:		Due		\$65.25		\$65.25		\$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										
		16482		INV	7/31/2023	7/31/2023	\$7.60	NC GR5 BOLTS, LOCK WASHE			\$7.60																
Voucher(s): 1												Aged Totals:		Due		\$7.60		\$7.60		\$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										
		10914074		INV	7/19/2023	7/19/2023	\$9.94	SHIELD/PIN			\$9.94																
		10915912		INV	7/21/2023	7/21/2023	\$8.24	WASHER (4)			\$8.24																
		10917490		INV	7/24/2023	7/24/2023	\$126.18	6 MOWER BLADES			\$126.18																
		10917532		INV	7/24/2023	7/24/2023	\$47.62	2 FILTER ELEMENTS			\$47.62																
		10917892		INV	7/25/2023	7/25/2023	\$523.32	BLADES, MOWER BLADE			\$523.32																
		10919323		INV	7/26/2023	7/26/2023	\$115.69	V-BELT, TIRE & WHEEL ASSEI			\$115.69																
		10922953		INV	7/31/2023	7/31/2023	\$780.85	TIRE & WHEEL ASSEMBLY			\$780.85																
		10924995		INV	8/1/2023	8/1/2023	\$179.99	GTA 26 BATTERY OPER HANC			\$179.99																

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10925076		INV	8/1/2023	8/1/2023	\$299.97		GTA OPERT HAND PRUNER, E		\$299.97				
Voucher(s): 9		Aged Totals:				Due		\$2,091.80		\$2,091.80	\$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	
		38495	INV	7/21/2023	7/21/2023	\$184.03	GLOBE KNEE PATCH		\$184.03				
		38550	INV	7/29/2023	7/29/2023	\$177.63	GLOBE KNEE REPLACEMENT		\$177.63				
Voucher(s): 2		Aged Totals:				Due		\$361.66		\$361.66	\$0.00	\$0.00	\$0.00
Vendor ID: 258		Name: HACH 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	
		13566259	INV	5/2/2023	5/2/2023	\$4,704.00	FIELD INSTRUMENT EVALS					\$4,704.00	
Voucher(s): 1		Aged Totals:				Due		\$4,704.00		\$0.00	\$0.00	\$0.00	\$4,704.00
Vendor ID: 6488		Name: HARVEST READY LAWN CARE				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	
		08082023	INV	8/8/2023	8/8/2023	\$1,500.00	MOWING AROUND DICKINSON		\$1,500.00				
Voucher(s): 1		Aged Totals:				Due		\$1,500.00		\$1,500.00	\$0.00	\$0.00	\$0.00
Vendor ID: 362		Name: HAYNES, MELBYE LAW OFFICE PLLC				Class ID: 1099		FED TAX CLAS: ATTORNEY					
Voucher/ Payment No.		Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
		L BAUTISTA 080723	INV	8/7/2023	8/7/2023	\$250.00	LEGAL SERVICES-L BAUTISTA		\$250.00				
		P CATER 080723	INV	8/7/2023	8/7/2023	\$187.50	LEGAL SERVICES-PATRICIA C		\$187.50				
Voucher(s): 2		Aged Totals:				Due		\$437.50		\$437.50	\$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	
		11-8479	INV	7/31/2023	7/31/2023	\$140.00	1/4 PAGE INSIDE		\$140.00				
		11-8485	INV	7/31/2023	7/31/2023	\$500.00	FULL BACK COVER		\$500.00				
Voucher(s): 2		Aged Totals:				Due		\$640.00		\$640.00	\$0.00	\$0.00	\$0.00
Vendor ID: 5788		Name: INNOVATIVE OFFICE SOLUTIONS 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	
		4273896	INV	7/28/2023	7/28/2023	\$27.75	FRESHENER, AIR, GAIN		\$27.75				

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Voucher(s): 1		Aged Totals:		Due					
				\$27.75	\$27.75	\$0.00	\$0.00	\$0.00	

Vendor ID: 293		Name: JEROMES DISTRIBUTING INC					Class ID:		FED TAX CLAS:		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2038120	INV	7/25/2023	7/25/2023	\$57.60	6 KANDIYOHI 5 GAL DRINKING		\$57.60			
	2038323	INV	7/31/2023	7/31/2023	\$12.75	WATER RENTAL -HOT & COLI		\$12.75			
	215387	INV	8/2/2023	8/2/2023	\$51.60	6 KANDIYOHI 5 GAL DRINKING		\$51.60			
							Due				
Voucher(s): 3		Aged Totals:					\$121.95	\$121.95	\$0.00	\$0.00	\$0.00

Vendor ID: 617			Name: JP STEEL & SUPPLY				Class ID:		FED TAX CLAS:		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	161546	INV	8/2/2023	8/2/2023	\$22.12	SCH 80, HIGH PRESSURE HAF		\$22.12			
							Due				
Voucher(s): 1		Aged Totals:					\$22.12	\$22.12	\$0.00	\$0.00	\$0.00

Vendor ID: 3112			Name: JUST-IN GLASS				Class ID:		FED TAX CLAS:		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	17272	INV	8/2/2023	8/2/2023	\$538.75	DAMAGE FROM ROCK -MOWE		\$538.75			
							Due				
Voucher(s): 1		Aged Totals:					\$538.75	\$538.75	\$0.00	\$0.00	\$0.00

Vendor ID: 304		Name: KDIX RADIO					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
	293 073023	INV	7/30/2023	7/30/2023	\$480.00	ADVERTISING FOR LEGACY S		\$480.00			
	08312023DAPL	INV	8/8/2023	8/8/2023	\$2,154.00	ADVERTISING FOR LIBRARY		\$2,154.00			
							Due				
Voucher(s): 2		Aged Totals:					\$2,634.00	\$2,634.00	\$0.00	\$0.00	\$0.00

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
	10190547	INV	6/21/2023	6/21/2023	\$2,088.92	202101 2021 MILL & OVERLAY			\$2,088.92		
	10190551	INV	6/21/2023	6/21/2023	\$60,264.32	202201 2022 MILL & OVERLAY			\$60,264.32		
	10190552	INV	6/21/2023	6/21/2023	\$5,947.65	202227 DICKINSON SO CEMENT			\$5,947.65		
	10190553	INV	6/21/2023	6/21/2023	\$997.43	202301 2023 ROAD MAINTENA			\$997.43		
	10190555	INV	6/21/2023	6/21/2023	\$3,213.75	202203 LEGACY SQUARE PAR			\$3,213.75		
	10190786	INV	6/29/2023	6/29/2023	\$3,447.10	GRANT WRITING SERVICES			\$3,447.10		
	10192382	INV	7/27/2023	7/27/2023	\$2,454.99	202101 2021 MILL & OVERLAY		\$2,454.99			

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10192383	INV	7/27/2023	7/27/2023	\$11,889.52	202201 2022 MILL & OVERLAY	\$11,889.52
10192384	INV	7/27/2023	7/27/2023	\$513.97	202203 LEGACY SQUARE PAR	\$513.97
10192385	INV	7/27/2023	7/27/2023	\$494.50	202227 DICKINSON SO CEMET	\$494.50
10192386	INV	7/27/2023	7/27/2023	\$10,437.44	202301 2023 ROAD MAINTENA	\$10,437.44
10192453	INV	7/27/2023	7/27/2023	\$761.12	DICKINSON GRANT WRITING :	\$761.12

				Due						
Voucher(s):	12	Aged Totals:		\$102,510.71	\$26,551.54	\$75,959.17	\$0.00	\$0.00		

Vendor ID: 321		Name: KOLLING & KOLLING INC					Class ID: 1099		FED TAX CLAS:			
Voucher/ Payment No.		Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
		201917 15	INV	7/25/2023	7/25/2023	\$27,363.20	201917 MAUSOLEUM EXPANS		\$27,363.20			

				Due						
Voucher(s):	1	Aged Totals:		\$27,363.20	\$27,363.20	\$0.00	\$0.00	\$0.00		

Vendor ID:	9510	Name: LINDE GAS & EQUIPMENT 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
	37331332	INV	7/27/2023	7/27/2023	\$35.20	OXYGEN USP		\$35.20			

				Due						
Voucher(s):	1	Aged Totals:		\$35.20	\$35.20	\$0.00	\$0.00	\$0.00		

Vendor ID:	1218	Name: LOGO MAGIC INC				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
	133410	INV	6/2/2023	6/2/2023	\$34.00	CLOTHING ORDERED-JARED				\$34.00	
	134659	INV	7/24/2023	7/24/2023	\$10.00	CLOTHING ORDERED-SETH C		\$10.00			
	134660	INV	7/24/2023	7/24/2023	\$15.00	CLOTHING ORDERED-ERIC Bf		\$15.00			
	134850	INV	7/31/2023	7/31/2023	\$16.00	CLOTHING ORDERED-B SCHM		\$16.00			

				Due						
Voucher(s):	4	Aged Totals:		\$75.00	\$41.00	\$0.00	\$34.00	\$0.00		

Vendor ID:	6192	Name: MAC'S HARDWARE				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
	C04952/D	INV	7/25/2023	7/25/2023	\$13.58	PLS ANCHR KITS		\$13.58			

				Due						
Voucher(s):	1	Aged Totals:		\$13.58	\$13.58	\$0.00	\$0.00	\$0.00		

Vendor ID:	352	Name: MACKOFF KELLOGG LAW FIRM				Class ID: 1099		FED TAX CLAS:	ATTORNEY		
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
	55000-000C 073123	INV	7/31/2023	7/31/2023	\$15,000.00	PRSECUTION		\$15,000.00			

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56000-000M 073123 INV 7/31/2023 7/31/2023 \$13,500.00 ATTORNEY CONTRACT -JULY \$13,500.00

Voucher(s): 2		Aged Totals:		Due					
				\$28,500.00	\$28,500.00	\$0.00	\$0.00	\$0.00	

Vendor ID: 357 Name: MANNS PLUMBING & HEATING Class ID: 1099 FED TAX CLAS: SOLE PROP/SINGLE LLC

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	21035	INV	7/19/2023	7/19/2023	\$1,367.00	WORK DONE @ MUSEUM PAV		\$1,367.00			

Voucher(s): 1		Aged Totals:		Due					
				\$1,367.00	\$1,367.00	\$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
	33129	INV	7/26/2023	7/26/2023	\$89.64	6 -20 WINDSHIELD WASH		\$89.64			
	33149	INV	7/26/2023	7/26/2023	\$109.67	GYPSUM, SCREWS, DOWELS		\$109.67			
	33157	INV	7/26/2023	7/26/2023	\$109.20	MULTI TOOL, AC CHG		\$109.20			
	33158	INV	7/26/2023	7/26/2023	\$68.00	PP&S INT PVA DRYWALL PRM		\$68.00			
	33376	INV	7/30/2023	7/30/2023	\$15.48	9X3 1/8" GRK R4 80 PK		\$15.48			
	33443	INV	8/1/2023	8/1/2023	\$49.96	3 PC HIGH IMPCT CHISEL, PI		\$49.96			
	33494	INV	8/2/2023	8/2/2023	\$45.95	ENDCUT BLD CARBIDE, META		\$45.95			
	33503	INV	8/2/2023	8/2/2023	\$16.61	ENDCUT BLD CARBIDE, CLOS		\$16.61			

Voucher(s): 8		Aged Totals:		Due					
				\$504.51	\$504.51	\$0.00	\$0.00	\$0.00	

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	22267580113488	CRM	7/27/2023		(\$40.00)	CREDIT ON ACCOUNT		(\$40.00)			
	22239950113477	INV	7/20/2023	7/20/2023	\$226.78	MIDCO BUSINESS INTERNET		\$226.78			

Voucher(s): 2		Aged Totals:		Due					
				\$186.78	\$186.78	\$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
	504125353	INV	7/27/2023	7/27/2023	\$63.73	DIP AV		\$63.73			
	504149661	INV	7/31/2023	7/31/2023	\$1,714.29	DIGITAL AUDIOBOOK, MOVIE,		\$1,714.29			
	504157573	INV	8/3/2023	8/3/2023	\$89.96	DIP CH AV		\$89.96			
	504157574	INV	8/3/2023	8/3/2023	\$132.70	DIP AV		\$132.70			
	504157576	INV	8/3/2023	8/3/2023	\$137.95	BC AV		\$137.95			

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Voucher(s): 5		Aged Totals:					Due		\$2,138.63		\$2,138.63		\$0.00		\$0.00		\$0.00	
Vendor ID: 984		Name: MINNESOTA VALLEY TESTING LAB INC					Class ID:		FED TAX CLAS:									
Voucher/ Payment No.		Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over						
		1209831	INV	7/31/2023	7/31/2023	\$46.20	CHEMICALS		\$46.20									
		1209832	INV	7/31/2023	7/31/2023	\$138.71	CHEMICALS		\$138.71									
		1209835	INV	7/31/2023	7/31/2023	\$279.29	CHEMICALS		\$279.29									
		1209841	INV	7/31/2023	7/31/2023	\$138.71	CHEMICALS		\$138.71									
Voucher(s): 4		Aged Totals:					Due		\$602.91		\$602.91		\$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						
		3816	INV	8/1/2023	8/1/2023	\$900.00	2024 REGISTRATIONS		\$900.00									
Voucher(s): 1		Aged Totals:					Due		\$900.00		\$900.00		\$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						
		073123	INV	7/31/2023	7/31/2023	\$15,600.50	202103 STATE AVE FROM VILL		\$15,600.50									
		201604 073123	INV	7/31/2023	7/31/2023	\$2,155.03	201604 I-94 BUSINESS LOOP		\$2,155.03									
		202002 073123	INV	7/31/2023	7/31/2023	\$95,834.06	202002 4TH AVE EAST		\$95,834.06									
Voucher(s): 3		Aged Totals:					Due		\$113,589.59		\$113,589.59		\$0.00		\$0.00		\$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						
		3074122	INV	7/31/2023	7/31/2023	\$727.85	REGULAR & VOICE CALL OUT		\$727.85									
Voucher(s): 1		Aged Totals:					Due		\$727.85		\$727.85		\$0.00		\$0.00		\$0.00	
Vendor ID: 6384		Name: ND PHARMACY #2					Class ID:		FED TAX CLAS:		S CORP							
Voucher/ Payment No.		Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over						
		125573	INV	7/24/2023	7/24/2023	\$26.30	MEDICINE FOR FIRE DEPT		\$26.30									
		126257	INV	7/27/2023	7/27/2023	\$26.30	MEDICINE FOR FIRE DEPT		\$26.30									
		127270	INV	8/2/2023	8/2/2023	\$285.00	MEDICINE FOR FIRE DEPT		\$285.00									
Voucher(s): 3		Aged Totals:					Due		\$337.60		\$337.60		\$0.00		\$0.00		\$0.00	

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Vendor ID: 405		Name: NEWBY'S ACE HARDWARE				Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	384171/1	INV	7/25/2023	7/25/2023	\$43.25	HSE CLMP, CLAMPS		\$43.25			
	384177/1	INV	7/25/2023	7/25/2023	\$95.37	NON CONTACT VOLT TESTER		\$95.37			
	384179/1	INV	7/25/2023	7/25/2023	\$15.29	RECIP BLADE CARBDE 8" 20T		\$15.29			
	K84215/1	INV	7/26/2023	7/26/2023	\$10.48	PLEDGE POLISH, CLEANER SI		\$10.48			
	384267/1	INV	7/27/2023	7/27/2023	\$5.39	ANCHOR PLAS 8-10		\$5.39			
	384274/1	INV	7/27/2023	7/27/2023	\$8.09	EPOXY PC SUPER 1OZ		\$8.09			
	384298/1	INV	7/28/2023	7/28/2023	\$58.47	WSTBSKT SWING, KITCHEN E		\$58.47			
	384328/1	INV	7/29/2023	7/29/2023	\$68.32	DOWEL FSC, CAULK BGSTRTI		\$68.32			
Voucher(s): 8							Aged Totals: <div>Due</div>				
							<div>\$304.66</div> <div>\$304.66</div> <div>\$0.00</div> <div>\$0.00</div> <div>\$0.00</div>				
Vendor ID: 435		Name: NORTHERN IMPROVEMENT CO(DIX)				Class ID:		FED TAX CLAS: S CORP			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	44107	INV	6/22/2023	6/22/2023	\$3,186.04	REMOVAL OF BIT SURFACING			\$3,186.04		
Voucher(s): 1							Aged Totals: <div>Due</div>				
							<div>\$3,186.04</div> <div>\$0.00</div> <div>\$3,186.04</div> <div>\$0.00</div> <div>\$0.00</div>				
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
	19046752	INV	6/15/2023	6/15/2023	\$17.56	SHOP SUPPLIES, TIRE RIM SV			\$17.56		
	15153202	INV	7/20/2023	7/20/2023	\$241.81	FLAT REPAIR		\$241.81			
	15153703	INV	8/3/2023	8/3/2023	\$124.71	FIX TIRE FOR UNIT S62		\$124.71			
Voucher(s): 3							Aged Totals: <div>Due</div>				
							<div>\$384.08</div> <div>\$366.52</div> <div>\$17.56</div> <div>\$0.00</div> <div>\$0.00</div>				
Vendor ID: 6093		Name: NUTRIEN AG SOLUTIONS, INC				Class ID:		FED TAX CLAS: C CORP			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	51954652	INV	7/6/2023	7/6/2023	\$2,514.00	SPRAY FOR LAGOONS			\$2,514.00		
Voucher(s): 1							Aged Totals: <div>Due</div>				
							<div>\$2,514.00</div> <div>\$0.00</div> <div>\$2,514.00</div> <div>\$0.00</div> <div>\$0.00</div>				
Vendor ID: 3390		Name: O'REILLY AUTO PARTS				Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1865-250573	INV	7/26/2023	7/26/2023	\$8.31	CONTROL KNOB		\$8.31			

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Voucher(s): 1												Aged Totals:		Due		\$8.31		\$8.31		\$0.00		\$0.00		\$0.00		Section 2. Item B.	
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									
		13956		INV	7/17/2023	7/17/2023	\$356.97	TALL ASL CRIPPER PUCKS				\$356.97															
		13957		INV	7/17/2023	7/17/2023	\$618.91	JOYSTICK SWITCHES, VERTIC				\$618.91															
Voucher(s): 2												Aged Totals:		Due		\$975.88		\$975.88		\$0.00		\$0.00		\$0.00			
Vendor ID: 6247				Name: ONYX + IVORY LLC				Class ID: 1099				FED TAX CLAS: LLC															
Voucher/ Payment No.		Doc Number		Type	Doc Date	Due Date	Doc Amount	Description		Writeoff Amount		Current Period		31 - 60 Days		61 - 90 Days		91 and Over									
		1014		INV	7/31/2023	7/31/2023	\$370.00	MENDING FOR FIRE DEPT				\$370.00															
Voucher(s): 1												Aged Totals:		Due		\$370.00		\$370.00		\$0.00		\$0.00		\$0.00			
Vendor ID: 3491				Name: PRAIRIE AUTO PARTS INC				Class ID:				FED TAX CLAS:															
Voucher/ Payment No.		Doc Number		Type	Doc Date	Due Date	Doc Amount	Description		Writeoff Amount		Current Period		31 - 60 Days		61 - 90 Days		91 and Over									
		970038		INV	7/26/2023	7/26/2023	\$86.30	BLOWER MOTOR PD27				\$86.30															
		970245		INV	7/27/2023	7/27/2023	\$36.99	6A CHARGER MAINTANENCE				\$36.99															
		970637		INV	7/31/2023	7/31/2023	\$440.16	BATTERIES (3), CORE RETURI				\$440.16															
Voucher(s): 3												Aged Totals:		Due		\$563.45		\$563.45		\$0.00		\$0.00		\$0.00			
Vendor ID: 466				Name: PUMP SYSTEMS LLC				Class ID:				FED TAX CLAS:															
Voucher/ Payment No.		Doc Number		Type	Doc Date	Due Date	Doc Amount	Description		Writeoff Amount		Current Period		31 - 60 Days		61 - 90 Days		91 and Over									
		PSI 213695		INV	7/25/2023	7/25/2023	\$23.62	PLUG 3/8 MPT SS				\$23.62															
		PSI 213722		INV	7/26/2023	7/26/2023	\$7.42	GLOBE CAM LOCK HANDLES				\$7.42															
Voucher(s): 2												Aged Totals:		Due		\$31.04		\$31.04		\$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									
		9161 070121		INV	7/26/2021	7/26/2021	\$54.54	CORRECTING CREDIT ON PO:										\$54.54									
		9161 072823		INV	7/28/2023	7/28/2023	\$2,431.00	POSTAGE				\$2,431.00															
Voucher(s): 2												Aged Totals:		Due		\$2,485.54		\$2,431.00		\$0.00		\$0.00		\$54.54			
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-14984		INV	7/5/2023	7/5/2023	\$509.20	LETTERS, FORMS, ENVELOPE						\$509.20													

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User Date: 8/9/2023

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	PC-15182	INV	7/18/2023	7/18/2023	\$35.00	NAME PLATES FOR WALL (ST		\$35.00			
	PC-15222	INV	7/21/2023	7/21/2023	\$20.00	RADIO NUMBER STICKERS		\$20.00			
	PC-15276	INV	7/25/2023	7/25/2023	\$44.00	100 BUSINESS CARDS-J WALI		\$44.00			
	PC-15256	INV	7/27/2023	7/27/2023	\$137.95	RECEIVED FINANCE & COPY 5		\$137.95			
					Due						
Voucher(s): 5		Aged Totals:			\$746.15	\$236.95	\$509.20	\$0.00	\$0.00		
Vendor ID: 5444		Name: QUALITY XTERMINATORS				Class ID: 1099		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	15587	INV	7/27/2023	7/27/2023	\$240.00	INSIDE SPRAY FOR B/S		\$240.00			
					Due						
Voucher(s): 1		Aged Totals:			\$240.00	\$240.00	\$0.00	\$0.00	\$0.00		
Vendor ID: 6445		Name: RADWELL INTERNATIONAL, INC				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
	33769398	INV	7/26/2023	7/26/2023	\$541.19	OUTPUT MODULE, 8PT, ISOLA		\$541.19			
					Due						
Voucher(s): 1		Aged Totals:			\$541.19	\$541.19	\$0.00	\$0.00	\$0.00		
Vendor ID: 4911		Name: RAMSEY LAW OFFICE PLLC				Class ID: 1099		FED TAX CLAS:		ATTORNEY	
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	073123	INV	7/31/2023	7/31/2023	\$776.00	ALTERN JUDGE HOURS		\$776.00			
					Due						
Voucher(s): 1		Aged Totals:			\$776.00	\$776.00	\$0.00	\$0.00	\$0.00		
Vendor ID: 5915		Name: RED ROCK FORD OF DICKINSON				Class ID:		FED TAX CLAS:		S CORP	
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	5062194	CRM	7/26/2023		(\$137.64)	RETURN SHIELD		(\$137.64)			
	5062195	CRM	7/26/2023		(\$68.82)	RETURN SHIELD		(\$68.82)			
	653811/1	INV	6/1/2023	6/1/2023	\$359.56	WORK DONE ON KEY FOB				\$359.56	
	654581/1	INV	7/10/2023	7/10/2023	\$149.00	WORK DONE ON ENGINE CRA		\$149.00			
	5061871	INV	7/20/2023	7/20/2023	\$109.02	ELEMENT, CABIN AIR FILTER		\$109.02			
	5062175	INV	7/26/2023	7/26/2023	\$137.64	SHIELD -ENGINE CO		\$137.64			
	5062176	INV	7/26/2023	7/26/2023	\$68.82	SHIELD -ENGINE CO		\$68.82			
	5062226	INV	7/27/2023	7/27/2023	\$386.43	DEFLECTOR		\$386.43			
					Due						
Voucher(s): 8		Aged Totals:			\$1,004.01	\$644.45	\$0.00	\$359.56			

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Vendor ID: 9635		Name: ROBERTS, WINTON				Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	MILEAGE 07/23	INV	7/31/2023	7/31/2023	\$87.63	MILEAGE FOR MONTH OF JUL		\$87.63			
Voucher(s): 1							Aged Totals:	Due			
								\$87.63	\$87.63	\$0.00	\$0.00
Vendor ID: 5450		Name: ROCKY PLETAN HANDYMAN SERVICES				Class ID: 1099		FED TAX CLAS: SOLE PROP/SINGLE LLC			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	080823	INV	8/8/2023	8/8/2023	\$2,875.00	MOWING AROUND DICKINSON		\$2,875.00			
Voucher(s): 1							Aged Totals:	Due			
								\$2,875.00	\$2,875.00	\$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
	7701566	RET	7/21/2023		(\$27.10)	RETURN 1XCLOSE BLK NIPPL		(\$27.10)			
	7701522	INV	7/21/2023	7/21/2023	\$27.10	1XCLOSE BLK NIPPLES		\$27.10			
	7706009	INV	7/25/2023	7/25/2023	\$132.64	MISC BLADES		\$132.64			
	7706664	INV	7/26/2023	7/26/2023	\$189.99	PUMP UTILITY 3/4 HP KIT		\$189.99			
	7706788	INV	7/26/2023	7/26/2023	\$39.99	BATTERY, LAWN & GARDEN		\$39.99			
	7707490	INV	7/27/2023	7/27/2023	\$24.58	UPG SEALED BATTERY, GOLF		\$24.58			
	7707505	INV	7/27/2023	7/27/2023	\$39.99	BATTERY, LAWN & GARDEN		\$39.99			
	7707702	INV	7/27/2023	7/27/2023	\$48.58	TAPE MEASURE, PLIERS AUTI		\$48.58			
	7708423	INV	7/28/2023	7/28/2023	\$24.69	COUPLINGS, HOSE CLAMPS		\$24.69			
	7708471	INV	7/28/2023	7/28/2023	\$6.79	IRON PIPE NIPPLE BLACK 1-1/		\$6.79			
	7710941	INV	7/31/2023	7/31/2023	\$219.33	CUTOFF WHEEL, TURTLE WA		\$219.33			
	7712531	INV	8/2/2023	8/2/2023	\$34.98	MISC GLOVES		\$34.98			
	7717038	INV	8/7/2023	8/7/2023	\$159.99	FAN, 24" DIRECT DRIVE TILT F		\$159.99			
Voucher(s): 13							Aged Totals:	Due			
								\$921.55	\$921.55	\$0.00	\$0.00
Vendor ID: TEMP000530		Name: SALAS, ANTHONY				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
	UTPAY514	INV	8/8/2023	8/8/2023	\$10.02	Utility Account: 1047880.010		\$10.02			
Voucher(s): 1							Aged Totals:	Due			
								\$10.02	\$10.02	\$0.00	\$0.00

Vendor ID: 4512		Name: SANFORD HEALTH OCCUPATIONAL MEDICINE D					Class ID: 1099		FED TAX CLAS:		MEDICAL		Section 2. Item B.	
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over			
	730422	INV	7/31/2023	7/31/2023	\$987.00	DRUG TESTINGS, BA NONDO		\$987.00						
Voucher(s): 1							Aged Totals:	Due						
								\$987.00	\$987.00	\$0.00	\$0.00	\$0.00		
Vendor ID: 505		Name: SANITATION PRODUCTS					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			
	86394	INV	7/24/2023	7/24/2023	\$81.19	ROTARY SWITCH 3 SPEED		\$81.19						
Voucher(s): 1							Aged Totals:	Due						
								\$81.19	\$81.19	\$0.00	\$0.00	\$0.00		
Vendor ID: 944		Name: SAUL'S TREE SERVICE					Class ID: 1099		FED TAX CLAS:		SOLE PROP			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over			
	072423	INV	7/24/2023	7/24/2023	\$2,800.00	CUT DOWN AMER ELM, CLEAI		\$2,800.00						
Voucher(s): 1							Aged Totals:	Due						
								\$2,800.00	\$2,800.00	\$0.00	\$0.00	\$0.00		
Vendor ID: 6349		Name: SCHLABSZ DOROTHY					Class ID:		FED TAX CLAS:		OPEB HEALTH INSURANC			
Voucher/ Payment 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 PREM	INV	8/14/2023	8/14/2023	\$256.45	OPEB HLTH BENEFIT		\$256.45						
Voucher(s): 1							Aged Totals:	Due						
								\$256.45	\$256.45	\$0.00	\$0.00	\$0.00		
Vendor ID: 5824		Name: SCHOOL SPECIALTY, 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			
	208132647257	INV	7/22/2023	7/22/2023	\$106.79	SPOON, TEA, HVYWG		\$106.79						
Voucher(s): 1							Aged Totals:	Due						
								\$106.79	\$106.79	\$0.00	\$0.00	\$0.00		
Vendor ID: 2580		Name: SOUTHWEST GRAIN(BULK)					Class ID:		FED TAX CLAS:					
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over			
	118171	INV	7/21/2023	7/21/2023	\$7,138.60	SUPERLUBE, INDOL MV		\$7,138.60						
Voucher(s): 1							Aged Totals:	Due						
								\$7,138.60	\$7,138.60	\$0.00	\$0.00	\$0.00		
Vendor ID: 1041		Name: SOUTHWEST WATER AUTHORITY					Class ID:		FED TAX CLAS:					
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over			
	00608.00 073123	INV	7/31/2023	7/31/2023	\$144.06	MONTHLY CONSUMPTION		\$144.06						
	04923.00 073123	INV	7/31/2023	7/31/2023	\$143.04	MONTHLY CONSUMPTION		\$143.04						
	INV13641	INV	7/31/2023	7/31/2023	\$2,105.38	ELECTRICAL COSTS, LABOR,		\$2,105.38						

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Voucher(s): 3		Aged Totals:					Due				
							\$2,392.48	\$2,392.48	\$0.00	\$0.00	\$0.00
Vendor ID: 5631		Name: SPEE DEE DELIVERY SERVICE, INC					Class ID:		FED TAX CLAS: S CORP		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	844856	INV	7/15/2023	7/15/2023	\$45.13	STANDARD SHIPMENT		\$45.13			
Voucher(s): 1		Aged Totals:					Due				
							\$45.13	\$45.13	\$0.00	\$0.00	\$0.00
Vendor ID: 540		Name: STARK DEVELOPMENT CORP					Class ID:		FED TAX CLAS:		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	STARK DEV	INV	8/28/2023	8/28/2023	\$50,000.00	1% SALES TAX		\$50,000.00			
Voucher(s): 1		Aged Totals:					Due				
							\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$0.00
Vendor ID: 543		Name: STEFFAN'S SAW & BIKE					Class ID: 1099		FED TAX CLAS: SOLE PROP		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	13713	INV	7/26/2023	7/26/2023	\$91.98	BAR, CHAIN		\$91.98			
Voucher(s): 1		Aged Totals:					Due				
							\$91.98	\$91.98	\$0.00	\$0.00	\$0.00
Vendor ID: 547		Name: STREICHER'S					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
	I1645405	INV	7/20/2023	7/20/2023	\$256.99	9 MM MARKING ROUNDS		\$256.99			
Voucher(s): 1		Aged Totals:					Due				
							\$256.99	\$256.99	\$0.00	\$0.00	\$0.00
Vendor ID: 3048		Name: SURE SIGN, ROBINSON, KURT					Class ID: 1099		FED TAX CLAS: SOLE PROP		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	15506	INV	8/1/2023	8/1/2023	\$380.00	1 LETTER POLICE CAR #41		\$380.00			
Voucher(s): 1		Aged Totals:					Due				
							\$380.00	\$380.00	\$0.00	\$0.00	\$0.00
Vendor ID: 9730		Name: SW ART GALLERY & SCIENCE CENTER					Class ID: 1099		FED TAX CLAS: 501(C)3		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	08022023	INV	8/2/2023	8/2/2023	\$125,000.00	OPERATIONS/QUALITY OF LIF		\$125,000.00			
Voucher(s): 1		Aged Totals:					Due				
							\$125,000.00	\$125,000.00	\$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
	003996	INV	5/23/2023	5/23/2023	\$375.00	LAB SLIPS #611-625				\$375.00	
	004158	INV	6/7/2023	6/7/2023	\$375.00	LAB SLIPS #653-667				\$375.00	

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004452 INV 7/24/2023 7/24/2023 \$375.00 LAB SLIPS #966-980 \$375.00

Voucher(s): 3		Aged Totals:		Due							
				\$1,125.00		\$375.00		\$0.00		\$750.00	

Vendor ID: 646 Name: SWMCC-PRISONER HOUSING 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
	07312023	INV	7/31/2023	7/31/2023	\$7,812.20	PRISONER HOUSING-JULY 20.		\$7,812.20			

Voucher(s): 1		Aged Totals:		Due							
				\$7,812.20		\$7,812.20		\$0.00		\$0.00	

Vendor ID: TEMP000525 Name: TAIVALKOSKI, TIMOTHY & ANDREA 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
	UTPAY509	INV	8/8/2023	8/8/2023	\$41.72	Utility Account: 1045210.011		\$41.72			

Voucher(s): 1		Aged Totals:		Due							
				\$41.72		\$41.72		\$0.00		\$0.00	

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	18655416	INV	7/26/2023	7/26/2023	\$310.00	WIPER MOTOR, WIPER ARM		\$310.00			

Voucher(s): 1		Aged Totals:		Due							
				\$310.00		\$310.00		\$0.00		\$0.00	

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	30147	INV	7/25/2023	7/25/2023	\$19,060.54	201531 DICKINSON TOWN SQ		\$19,060.54			

Voucher(s): 1		Aged Totals:		Due							
				\$19,060.54		\$19,060.54		\$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
	6879745-0001	INV	7/24/2023	7/24/2023	\$140.61	GLASSES, MUFFS, SOUND CC		\$140.61			
	6881870-0001	INV	7/27/2023	7/27/2023	\$169.20	GLOVES		\$169.20			
	6885357-0001	INV	8/4/2023	8/4/2023	\$24.80	WIPES, RESPIRATORY, STRIP		\$24.80			

Voucher(s): 3		Aged Totals:		Due							
				\$334.61		\$334.61		\$0.00		\$0.00	

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	15199	INV	7/24/2023	7/24/2023	\$2,478.26	07-24-23 DICKINSON-SHAKOP		\$2,478.26			
	15266	INV	8/3/2023	8/3/2023	\$2,526.21	08-01-23 DICKINSON-SHAKOP		\$2,526.21			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

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Voucher(s): 2										Aged Totals:		Due		\$5,004.47		\$5,004.47		\$0.00		\$0.00		Section 2. Item B.	
Vendor ID: 4813										Name: TRANSUNION RISK AND ALTERNATIVE		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
										233158 073123		INV	7/31/2023	7/31/2023	\$176.20	PAPER CHECKS FOR POLICE		\$176.20					
Voucher(s): 1										Aged Totals:		Due		\$176.20		\$176.20		\$0.00		\$0.00		\$0.00	
Vendor ID: 4268										Name: TWENTERPRISES 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
										65461		INV	7/24/2023	7/24/2023	\$580.98	HOSE 2", 90 DEG PCV CONNE		\$580.98					
Voucher(s): 1										Aged Totals:		Due		\$580.98		\$580.98		\$0.00		\$0.00		\$0.00	
Vendor ID: 5042										Name: UL 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
										72020532482		INV	7/31/2023	7/31/2023	\$3,571.50	FIRE EQUIPMENT SERVICES		\$3,571.50					
Voucher(s): 1										Aged Totals:		Due		\$3,571.50		\$3,571.50		\$0.00		\$0.00		\$0.00	
Vendor ID: 6461										Name: UNPLUGGED DRAIN CLEANING & DRAIN CAMER/		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
										2182		INV	7/11/2023	7/11/2023	\$415.00	BUILDING REPAIRS-JOACHIM		\$415.00					
Voucher(s): 1										Aged Totals:		Due		\$415.00		\$415.00		\$0.00		\$0.00		\$0.00	
Vendor ID: 3317										Name: UPS STORE #4954		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
										431077		INV	7/24/2023	7/24/2023	\$17.14	SHIPPING OF PACKAGE		\$17.14					
Voucher(s): 1										Aged Totals:		Due		\$17.14		\$17.14		\$0.00		\$0.00		\$0.00	
Vendor ID: 586										Name: VAL'S SANITATION		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
										2023-568		INV	7/28/2023	7/28/2023	\$1,020.00	PORTAJON RENTALS FOR LEI		\$1,020.00					
Voucher(s): 1										Aged Totals:		Due		\$1,020.00		\$1,020.00		\$0.00		\$0.00		\$0.00	
Vendor ID: 2105										Name: VANGUARD APPRAISALS 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
										07-2023		INV	7/31/2023	7/31/2023	\$8,989.20	COMMERICAL CONTRACT		\$8,989.20					

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Voucher(s): 1						Aged Totals:		Due				
								\$8,989.20	\$8,989.20	\$0.00	\$0.00	\$0.00
Vendor ID: 5771		Name: WEED-BLASTER				Class ID: 1099			FED TAX CLAS:		SOLE PROP	
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	080423	INV	8/4/2023	8/4/2023	\$1,937.06	NOXIOUS WEED APPLICATION		\$1,937.06				
Voucher(s): 1						Aged Totals:		Due				
								\$1,937.06	\$1,937.06	\$0.00	\$0.00	\$0.00
Vendor ID: 605		Name: WEHNER, DARRYL				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	
	HEATLTH INS PREMI INV		8/15/2023	8/15/2023	\$326.06	OPEB INSURANCE PREMIUM		\$326.06				
Voucher(s): 1						Aged Totals:		Due				
								\$326.06	\$326.06	\$0.00	\$0.00	\$0.00
Vendor ID: 607		Name: WEST DAKOTA OIL INC				Class ID:			FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	338965	INV	7/28/2023	7/28/2023	\$2,649.42	#2 DYED DIESEL FUEL		\$2,649.42				
Voucher(s): 1						Aged Totals:		Due				
								\$2,649.42	\$2,649.42	\$0.00	\$0.00	\$0.00
Vendor ID: 1415		Name: WEST DAKOTA VETERINARY CLINIC INC				Class ID:			FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	240865	INV	8/4/2023	8/4/2023	\$51.90	CARPROFEN FOR ANIMAL @ I		\$51.90				
Voucher(s): 1						Aged Totals:		Due				
								\$51.90	\$51.90	\$0.00	\$0.00	\$0.00
Vendor ID: 1736		Name: WEST PLAINS INC				Class ID:			FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	ID85288	INV	7/21/2023	7/21/2023	\$89.50	FILTER, CAB		\$89.50				
	ID85708	INV	7/31/2023	7/31/2023	\$44.00	FILTER, CAB		\$44.00				
	ID85822	INV	8/2/2023	8/2/2023	\$413.00	80" CUT EG, NUTS BOLTS		\$413.00				
Voucher(s): 3						Aged Totals:		Due				
								\$546.50	\$546.50	\$0.00	\$0.00	\$0.00
Vendor ID: 2632		Name: WEST RIVER LODGE #5				Class ID:			FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	JULY 2023	INV	7/24/2023	7/24/2023	\$1,216.00	JULY 2023 P/R WITHHOLDING		\$1,216.00				
Voucher(s): 1						Aged Totals:		Due				
								\$1,216.00	\$1,216.00	\$0.00	\$0.00	\$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
City of Dickinson

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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
	614912	INV	7/20/2023	7/20/2023	\$165.82	FILTER ELEMENT		\$165.82			
							Due				
Voucher(s): 1		Aged Totals:					\$165.82	\$165.82	\$0.00	\$0.00	\$0.00
Vendor ID: 6324		Name: WEX HEALTH INC				Class ID:		FED TAX CLAS: LLC -C			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	0001784659	INV	7/31/2023	7/31/2023	\$1,097.70	COBRA & FSA MONTHLY -JUL		\$1,097.70			
							Due				
Voucher(s): 1		Aged Totals:					\$1,097.70	\$1,097.70	\$0.00	\$0.00	\$0.00
Vendor ID: 1595		Name: WHITE CAP, LP				Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	50023010585	INV	7/20/2023	7/20/2023	\$30,575.00	2 PART COVERS, PREMARK V		\$30,575.00			
							Due				
Voucher(s): 1		Aged Totals:					\$30,575.00	\$30,575.00	\$0.00	\$0.00	\$0.00
Vendor Totals:						<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>
						139	\$1,962,165.43	\$1,849,368.39	\$106,774.94	\$1,143.56	\$4,878.54

Please Approve the following Manual Checks on 08-15-2023

CK#124964	CONSOLIDATED COMM CORP	\$3,124.08
CK#124965	MONTANA DAKOTA UTILITY	\$23,527.58
CK#124864	HEART RIVER VOICE	\$500.00
CK#124865	SOUTHWEST WATER AUTHORITY	\$600,757.67
CK#124866	CENTRAL DAKOTA FORENSIC NURSE	\$49,407.63
CK#124867	DOMESTIC VIOLENCE & RAPE CENTER	\$10,047.06
CK#124868	MONTANA DAKOTA UTILITY	\$46,468.75
CK#124869	MOUNTAIN-PLAINS YOUTH SERVICES	\$9,706.82
CK#124870	RON RHOADES	\$1,800.00
CK#124871	CLAY SCHAEFER	\$500.00
CK#124872	REVOLVING FUNDS	\$159.00

PAYROLL TRANSACTIONS FROM PAY DATE 7/14/2023

GROSS WAGES \$ 588,791.00

NET WAGES \$ 412,621.39

TAXES

FEDERAL	\$	49,305.31
FICA	\$	85,330.28
STATE	\$	5,952.59

PENSIONS

DEFINED BENEFIT - EE	\$	2,548.08
DC-A EE	\$	3,192.63
DC-A ER	\$	- Forfeitures Applied
NDPERS EE	\$	26,502.95
NDPERS ER	\$	35,675.01

PAYROLL TRANSACTIONS FROM PAY DATE 7/28/2023

GROSS WAGES \$ 588,723.09

NET WAGES \$ 416,169.04

TAXES

FEDERAL	\$	46,961.63
FICA	\$	85,349.24
STATE	\$	5,644.30

PENSIONS

DEFINED BENEFIT - EE	\$	2,358.66
DC-A EE	\$	3,164.80
DC-A ER	\$	- Forfeitures Applied

NDPERS EE	\$	26,007.73
NDPERS ER	\$	34,876.27

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI
FROM: REBECCA HOFF
SUBJECT: BP MARSH ENTERPRISES INC. BERNIES ESQUIRE CLUB
DATE: 8/07/23

BACKGROUND INVESTIGATION:

BERNAL MARSH
PAULETTE MARSH
MAXSONN MARSH

Pursuant to your request, a criminal background check has been conducted on the individual(s) listed above for the purpose of liquor licensing in the City of Dickinson. Resources used included:

- ND Courts
- City of Dickinson contacts
- NCIC
- CJIS

This search revealed the following criminal history;

Maxsonn Marsh- 2009 MIP, Resisting Arrest, Obstructing Public Officer
2007 MIC

CITY OF DICKINSON

INITIAL APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

For Year 2023

Application for:

- ☒ Commercial On/Off-Sale (\$3,000)
☐ Lodge or Club (\$3,000)
☐ Motel or Hotel (\$3,000)
☐ Restaurant On-Sale (\$2,500)
☐ Military Club Beer and Wine (\$700)
☐ Microbrewery Pub (\$700)
☐ Beer and Wine Concession Licenses (\$550)
☐ Distillery License (\$700)
☐ Brewer Taproom License (\$2,000)
☐ Domestic Winery License (N/A)
☐ Beer Only On-Sale License (\$700)
☐ Beer and Wine Only On-Sale License (\$1,250)
☒ Sunday Permit (All on-sale establishments must check Sunday Permit.
 Optional only for off sale establishments. See paragraph 5, below)

NOTE: In addition to said fees, each applicant for a new license or a transfer of a license shall, at the time of submission of the application for such issuance or transfer, pay the sum of an application fee and an issuance fee or transfer fee as a non-refundable application or transfer fee.

The undersigned hereby applies for the license or licenses checked above, and agrees, if granted a license, to promptly advise the City of any changes in the information contained in this application.

1. BUSINESS INFORMATION:

Business Name: BPMARSH Enterprises Inc. DBA Bernie's Esque Club
 Mailing Address: P.O. Box 389 Dickinson ND 58601
 Street Address: 43 Sims Street Dickinson ND 58601
 Phone Number: 701 483 4495

2. PROPOSED LICENSEE INFORMATION (please complete either 2.a. or 2.b. as appropriate)

a. Individual or Partnership:

Name(s): _____
 Address: _____

City/State/Zip: _____

Telephone: _____

Email: _____

Birth Date(s): / / / /

Social Security # _____ Driver's License # _____

Please Attach - Occupation Record for Last Five Years

US Citizen: Y / N

b. Corporation:

Name of Corporation: BPMARSH Enterprises Inc.Date of Incorporation: 01/23/87 State of Incorporation: NDWeb Address: Beet & drinking buddy.com

(Attach copy of Certificate of Incorporation)

(Attach list of each officer, director, and proposed manager indicating address, email address, citizenship status, and percentage of stock ownership in corporation.)

3. LOCATION INFORMATION:

Legal description of business location: Lot: L1-2 Block: B3Addition or Subdivision: O.P. Dickinson

Property/Building Owner Information (If different than applicant)

Name: B.P. MARSH Commercial Rentals
 Mailing Address: P.O. Box 389
 City, State, Zip: Dickinson, ND 58602
 Telephone: 701 590 9826
 Email: lodyluck@ndspectrum.com
 Zoning: Commercial
 Present Occupancy: Logan Club
 Are Taxes Current? Y (Please attach verification from Stark County)

Please attach a comprehensive site drawing, including, but not limited to: layout of the building(s) and how they lay on the property, the extent of the area(s) in the building in which alcoholic beverages will be sold and/or served, and building and property dimensions.

4. GENERAL:

- a. Name and contact information for person responsible for complying with all city ordinances and state law, on behalf of this license.

Name: Bernie Marsh
 Mailing Address: P.O. Box 389
 City/State/Zip: Dickinson, ND 58602
 Telephone: 701 590 9826
 Email: lodyluck@ndspectrum.com

- b. Attach a complete history of the applicant(s) residency, employment, and business ownership for the five years leading up to the date of this application.

- c. Have you ever been engaged in the sale or distribution of alcoholic beverages prior to this application? If so, give date and type of business and address: Dickinson, ND Logan Club 43 Sioux Street
1987 to present

- d. Have you ever had a liquor license rejected by any municipality, state or federal authority? (Y / N) If yes, give details:

- e. Have you ever been convicted or any violation of any law of the United State or the state of North Dakota, or local ordinance governing the manufacture, sale, distribution or possession of alcoholic beverages? (Y / N) If yes, give date(s) and details:

- f. Have you ever had a liquor license for the sale of intoxicating liquor revoked or suspended for any violation or any state law or local ordinance? (Y / N) If yes, give date(s) and details:

- g. Have you ever been indicted or convicted of a crime either in North Dakota or elsewhere? (Y / N) If yes, give date(s) and details:

- h. Attach list of names and contact information of all persons, silent, or otherwise, interested in any manner in said business, or who will have charge, management, or control of the establishment for which license is requested:

<u>Bernie C Marsh</u>	<u>701 590 9826</u>
<u>Paulette M Marsh</u>	<u>701 290 8928</u>
<u>Maxson Marsh</u>	<u>701 290 8929</u>

- i. Has any person, other than applicant, any right, title, or interest in the leasehold, or in the furniture, fixtures, or equipment in the premises for which license is requested? NO

(Y / N) If yes, attach list of names and contact information.

- j. Have you any agreement or understanding or intention to have any agreement or understanding with any person, partnership or corporation to obtain for any other, or transfer to any other person this license, or to obtain it for any other than the specific use of the applicant? (Y / N) If yes, please give details:

- k. Have you interest whatsoever, directly or indirectly, in any other liquor or alcoholic beverage establishment either wholesale or retail in North Dakota or any another state?
(Y ☒ N) If yes, attach list of business names and addresses of establishments.
- l. Have you or any licensees listed on this application been convicted of a Felony or any other alcohol related violation of criminal or traffic law? (No ☒ Yes ☐
*If yes, please provide date, location (State & City) and description of the offense: _____
- m. Will you be engaged in any other form of business other than that to be covered by this license? (Y ☒ N) If yes, please attach description of other business, including employer if that applies.
- n. The applicant hereby does expressly consent that any person(s) duly authorized by the city of Dickinson may enter upon the premises described in this application at any reasonable hour of the day or night including all hours in which the establishment is occupied, and at such times they shall have free access to all portions of the property comprising the licensed premises for the purpose of inspecting such premises for any possible violation of laws of the state of North Dakota or ordinances of the city of Dickinson regardless whether said laws pertain to the sales of alcoholic beverages. Such access shall be permitted without necessity of a search warrant.
- o. Applicant acknowledges that this license, if granted includes the ability to open business on Sunday and therefore the business must collect and submit to the state of North Dakota the Hospitality Tax (Restaurant and Lodging)
- p. Applicant acknowledges that if this is an application for a restaurant related license, at least 50% of sales of the business must be in the form of prepared food.
- q. The applicant hereby acknowledges that if this license is idle for more than six months in any 12 month period, the City will revoke said license and offer it for public sale.
- r. The applicant hereby acknowledges that this license is not transferable nor may the ownership change by more than 25% without prior approval of the city of Dickinson.
- s. Please attach the names and contact information of three local business references.
- t. The applicant hereby acknowledges that by signing this application he/she/they admit that the information contained in this application is true and accurate to the best of their knowledge.
- u. The applicant hereby acknowledges that they shall cooperate to the fullest extent in obtaining a complete background investigation concerning any persons involved with the individual applicant or the applicant's organization.

5. The undersigned represents and warrants that the hospitality tax imposed under Section 35.125 of the Dickinson City Code has been and will continue to be collected to qualify the licensee as a qualified alcoholic beverage licensee for purposes of Sections 4.08.270 and 4.08.280 of the Dickinson City Code authorizing Event permits and Sunday permits. (This paragraph is not applicable to applicants who have not applied for a Sunday permit)

Dated this 2 day of August, 2025

Individual or Partnership Application:

Applicant Signature(s)

Applicant Signature(s)

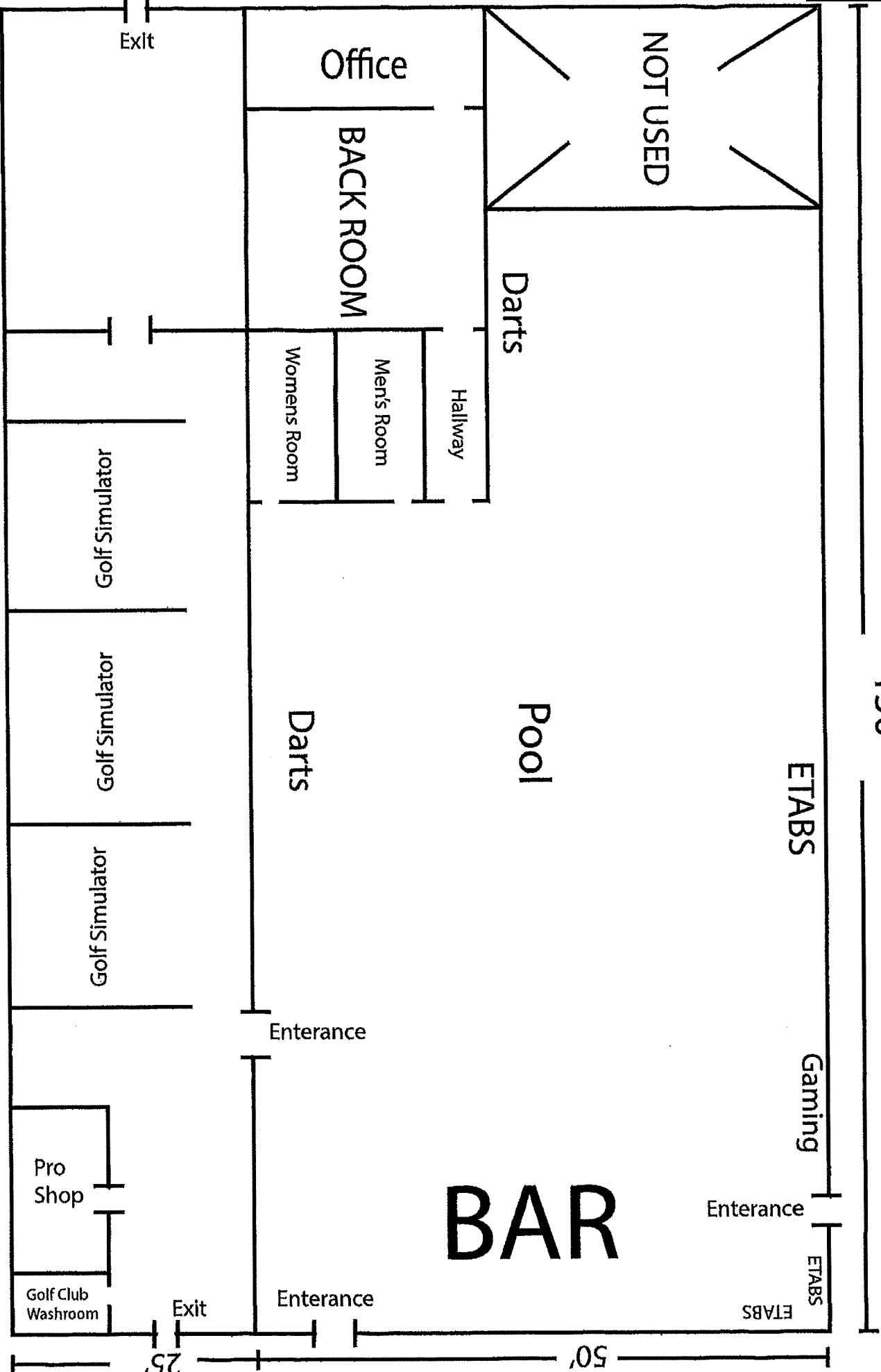
Corporation:

B. C. M. L.

President's Signature

Secretary's Signature

Paulette Marsh



N

150'

Esquire Club

4s Three Local Business References

Preston Obrigeawitch	Badlands Music	701-290-7877
Tracy Tooz	Tooz Contruction	701-260-4431
Shannon Galster	Dickinson Dental Center	701-590-4866

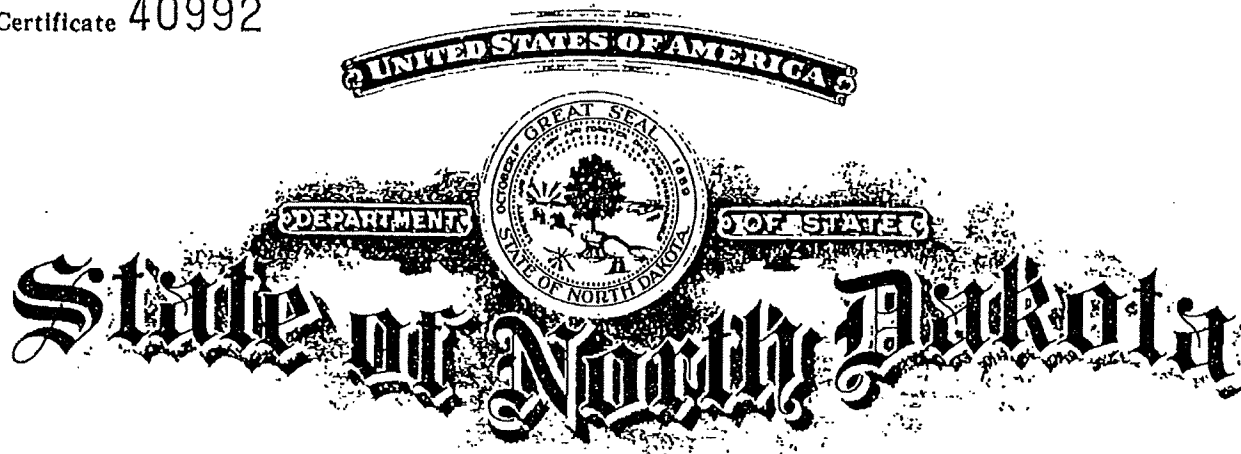
2b **Officer and Manager List**

Office	Name	Address	CS
President	Bernie Marsh	425 2 nd Ave W Dickinson	USA
		ladyluck@ndsupernet.com	
	50% ownership		
Sec/Treas	Paulette Marsh	425 2 nd Ave W Dickinson	USA
		ladyluck@ndsupernet.com	
	50% ownership		
Manager	Maxsonn Marsh	36 6 th Ave W Dickinson	USA

4b **Applicant History**

Bernie Marsh	425 2 nd Ave West, Dickinson, ND
	Bernie's Esquire 50%
Paulette Marsh	43 Sims Street, Apt #1, Dickinson, ND
	Bernie's Esquire 50%
Maxsonn Marsh	36 6 th Avenue West, Dickinson, ND

Certificate 40992



CERTIFICATE OF INCORPORATION
OF

..... B.P. MARSH ENTERPRISES, INC.

The undersigned, as Secretary of State of the State of North Dakota, hereby certifies that duplicate originals of Articles of Incorporation for the incorporation of

..... B.P. MARSH ENTERPRISES, INC.

duly signed and verified pursuant to the provisions of the North Dakota Business (10-19.1 N.D.C.C.) Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation to

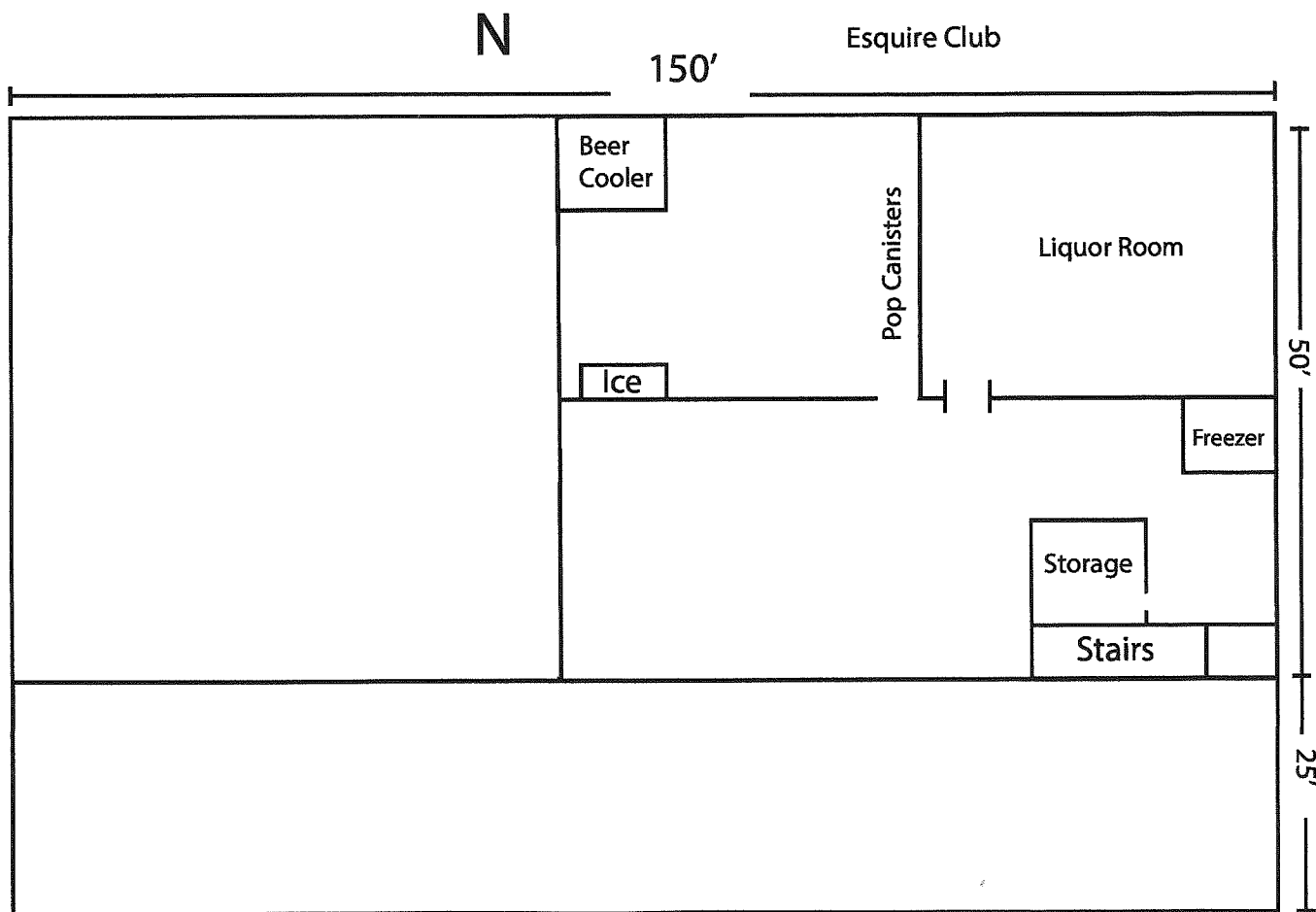
..... B.P. MARSH ENTERPRISES, INC.

and attaches hereto a duplicate original of the Articles of Incorporation.

In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State at the Capitol
in the City of Bismarck, this.....23rd.....day of
.....July..... A. D., 19 87.

Ben Meier
BEN MEIER Secretary of State.

By.....
Deputy.



Not Drawn to Scale

WINE

W

ESQUIRE CLUB
LOWER BASEMENT LEVEL

RESOLUTION NO. _____ - 2021**A RESOLUTION AUTHORIZING CONTRIBUTION OF A PORTION OF THE CITY'S EXISTING SALES AND USE TAX REVENUE FOR DEVELOPMENT OF THE DICKINSON MUSEUM CENTER EXPANSION WITHIN THE CITY OF DICKINSON**

WHEREAS, pursuant to Chapter 35 of the Dickinson City Code, the City levies a sales and use tax of one-and-one-half percent upon the gross receipts of retailers, as provided in N.D.C.C. §40-57.3 and Dickinson City Code §35.125; and

WHEREAS, pursuant to §35.090(a)(2) of the Dickinson City Code, thirty percent of the revenues raised and collected from the one-percent sales and use tax initially adopted on July 1, 1990, less administrative expenses, are dedicated to capital improvements to enhance the social and economic vitality of Dickinson and the Southwest area; and

WHEREAS, the Board of City Commissioners finds that the development of the expansion of the Dickinson Museum Center within Dickinson will enhance the social and economic vitality of Dickinson and the Southwest area, and will significantly promote tourism and the development of buildings or property consistent with visitor attraction or promotion; and

WHEREAS, the Board of City Commissioners determines that it is necessary and in the best interests of the City to assist the Dickinson Museum Center with the development of the proposed expansion within the City of Dickinson; and

WHEREAS, the Board of City Commissioners is willing to dedicate and donate certain proceeds from the City's existing sales and use tax to the development of the expansion of the Dickinson Museum Center;

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

1. In further support of the proposed expansion of the Dickinson Museum Center, the City of Dickinson hereby covenants and agrees to contribute a portion of current or future revenues of the City's existing sales and use tax, in the amount of up to \$5 million.
2. Such contributions shall be made to the Dickinson Museum Center, or such development organization that the Dickinson Museum Center shall establish, by means of annual appropriations by the Board of City Commissioners in such annual amounts that the Board of City Commissioners shall determine and establish.

Dated this 15th day of August, 2023.

Scott Decker, President
Board of City Commissioners

ATTEST:

Dustin Dassinger
City Administrator

ORDINANCE NO. 2023**AN ORDINANCE AMENDING AND RE-ENACTING SECTIONS 23.68.015, 23.68.020, 23.32.020, 23.36.175 AND ENACTING SECTIONS 23.36.125, 23.68.060, 23.76.170, AND 23.76.015 OF THE MUNICIPAL CODE OF THE CITY OF DICKINSON, NORTH DAKOTA, RELATING TO CHAPTER 23 MOTOR VEHICLES AND TRAFFIC**

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

Section 1: Section 23.68.015 of the City Code of the City of Dickinson is hereby amended and re-enacted as follows:

Section 23.68.015 Safety belts required

~~A driver may not operate upon a highway a motor vehicle designed for carrying fewer than eleven passengers, which was originally manufactured with safety belts unless each front seat occupant is wearing a properly adjusted and fastened safety belt subject to the limitations at NDCC 39-21-41.4. A peace officer may not issue a citation for a violation of this section unless the officer lawfully stopped or detained the driver for another violation. Violation of this section is punishable by a fine as set forth in NDCC 39-06.1-06 (2).~~ A driver may not operate upon a highway a motor vehicle designed for carrying fewer than eleven passengers, which was originally manufactured with safety belts unless each front seat occupant is wearing a properly adjusted and fastened safety belt. This section does not apply to a child in a child restraint or safety belt in accordance with NDCC 39-21-41.2; to drivers of implements of husbandry; to operators of farm vehicles as defined in subsection 5 of NDCC 39-04-19; to rural mail carriers while on duty delivering mail; to an occupant with a medical or physically disabling condition that prevents appropriate restraint in a safety belt, if a qualified physician, physician assistant, or advanced practice registered nurse states in a signed writing the nature of the condition and the reason restraint is inappropriate; or when all front seat safety belts are in use by other occupants. A physician, physician assistant, or advanced practice registered nurse who, in good faith, provides a statement that restraint would be inappropriate is not subject to civil liability. A violation for not wearing a safety belt under this section is not, in itself, evidence of negligence. The fact of a violation of this section is not admissible in any proceeding other than one charging the violation.

(Ord. No. 1104, § 1; Ord. No. 1202, § 3; Ord. No.1590, § 5.)

Section 2: Section 23.68.020 of the City Code of the City of Dickinson is hereby amended and re-enacted as follows:

Section 23.68.020 Child restraint devices

- a) ~~If a child, under three years of age, is present in any motor vehicle, that motor vehicle must be equipped with at least one child restraint system for~~

~~each such child. The child restraint system must meet the standards adopted by the United States Department of Transportation for these systems (49 CFR 571.213). While the motor vehicle is in motion, each such child must be properly secured in the child restraint system in accordance with the manufacturer's instructions. While the motor vehicle is moving, each child of three through ten years of age who is in the motor vehicle, must be in an approved child restraint system or buckled in a seatbelt. Use of child restraint systems and seatbelts is not required in motor vehicles that were not equipped with seatbelts when manufactured. If all of the seatbelts are used by other family members in the vehicle, this section does not apply. If a child, under eight years of age, is present in a motor vehicle, that motor vehicle must be equipped with at least one child restraint system for the child. However, a child under the age of eight who is at least fifty-seven inches [1.45 meters] tall is not required to use a child restraint system, but must be correctly buckled in a safety belt. The child restraint system must meet the standards adopted by the United States Department of Transportation for those systems [49 CFR 571.213]. While the motor vehicle is in motion, the child must be properly secured in the child restraint system in accordance with the manufacturer's instructions. While the motor vehicle is moving, each child of eight through seventeen years of age who is in the motor vehicle must be in an approved child restraint system in accordance with the manufacturer's instructions or correctly buckled in a safety belt. Use of child restraint systems and safety belts is not required in motor vehicles that were not equipped with safety belts when manufactured. If a child is being transported in an emergency situation, this section does not apply.~~

- b) Violation of this section is punishable by a fine as set forth in NDCC 39-06.1-06 (2).
- c) Violation of this section is not, in itself, evidence of negligence. The fact of a violation of this section is not admissible in any proceeding other than one charging the violation.
(Ord. No. 917, § 1; Ord. No. 1054, § 1; Ord. No. 1202, § 4; Ord. No. 1590, § 6)

Section 3: Section 23.32.020 of the City Code of the City of Dickinson is hereby amended and re-enacted as follows:

Section 23.32.020 Additional provisions as to stop signs and yield signs

The provisions of North Dakota Century Code, section 39-10-24, and all subsequent amendments, shall be and are hereby incorporated by reference in this section.

- a) Preferential right-of-way may be indicated by stop signs or yield signs.

- b) Except when directed to proceed by a police officer, every driver of a vehicle approaching a stop sign shall stop at a clearly marked stop line, or, if none, at the point of approaching traffic on the intersecting roadway before entering it. After having stopped, the driver shall yield the right-of-way to any vehicle in the intersection or approaching on another roadway so closely as to constitute an immediate hazard during the time when such driver is moving across or within the intersection or junction of roadways and shall yield the right of way to any other vehicle previously stopped for another stop sign at the intersection if the intersection is clear for each driver to proceed.
- c) The driver of a vehicle approaching a yield sign shall, in obedience to such sign, slow down to a speed reasonable for the existing conditions and, if required for safety to stop, shall stop at a clearly marked stop line, or, if none, at a point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering it. After slowing or stopping, the driver shall yield the right-of-way to any vehicle in the intersection or approaching on another roadway so closely as to continue an immediate hazard during the time such driver is moving across or within the intersection or junction of roadways; provided, however, that if a driver is involved in a collision with a vehicle in the intersection or junction or roadways after driving past a yield sign without stopping, such collision shall be deemed prima facie evidence of his failure to yield the right-of-way. (Ord. No. 866, § 1.)

Section 4: Section 23.36.175 of the City Code of the City of Dickinson is hereby amended and re-enacted as follows:

Section 23.36.175 Closing road because of hazardous conditions –Posting of official traffic-control devices- Entering closed road prohibited.

The provisions of North Dakota Century Code, section 39-10-21.1, and all subsequent amendments, shall and are hereby incorporated by reference in this section.

1. ~~An individual, while operating a motor vehicle, may not knowingly enter a road closed which is posted with an appropriate traffic control device at the point of entry.~~

1. The highway patrol or local law enforcement authorities having jurisdiction over a road may close a road temporarily due to hazardous conditions for the protection and safety of the public. If a closing is made, the authority ordering the closing shall make every reasonable attempt to notify the public and, when practical, may post appropriate official traffic-control devices to advise motorists of the closing.

2. If a road closure under subsection 1 has been announced to the public, an individual may not drive on the road.

3. Violation of this section is punishable by a fine as set forth in NDCC 39-06.1-06(2)(g).

(Ord. No. 1590, § 3.)

Section 5: The Table of Contents for Article 23.36 of the City Code of the City of Dickinson is hereby amended and re-enacted as follows:

Article 23.36 Miscellaneous Driving Rules

Sections:

- 23.36.010 Driver not to obstruct intersection or crosswalk**
- 23.36.020 Driving through funeral or other procession**
- 23.36.030 Processions--Generally**
- 23.36.040 Same--Funeral processions to be identified**
- 23.36.050 Same--When permits required**
- 23.36.060 Vehicles to be driven on right side of roadway; exceptions**
- 23.36.070 Passing vehicles proceeding in opposite directions**
- 23.36.080 Overtaking vehicle on left generally**
- 23.36.090 When overtaking on right is permitted**
- 23.36.100 Limitations on overtaking on left**
- 23.36.110 Further limitations on driving on left of center of roadway**
- 23.36.120 No-passing zones**
- 23.36.125 One-way roadways and rotary traffic islands**
- 23.36.130 Driving on roadways laned for traffic**
- 23.36.140 Following too closely**
- 23.36.150 Driving on divided highways**
- 23.36.160 Entering or leaving restricted-access highways**
- 23.36.170 Restrictions on use of controlled-access roadways**
- 23.36.175 Closing road because of hazardous conditions – Posting of official traffic control devices – Entering closed road prohibited**
- 23.36.180 Vehicle entering roadway**
- 23.36.190 Vehicle approaching or entering intersection**
- 23.36.200 Overtaking and passing school bus**
- 23.36.210 Unattended motor vehicle**
- 23.36.220 Limitations on backing**
- 23.36.230 Obstruction of driver's view or driving mechanism**
- 23.36.240 Opening and closing vehicle doors**
- 23.36.250 Coasting prohibited**
- 23.36.260 Following fire apparatus prohibited**
- 23.36.270 Crossing fire hose**
- 23.36.280 Garbage, glass, etc., on highways prohibited**
- 23.36.290 Driving through safety zone prohibited**
- 23.36.300 Moving heavy equipment at railroad grade crossings**
- 23.36.310 Alteration of odometers, hour meters, etc. 2**
- 23.36.320 Open bottle law; penalty**
- 23.36.330 Permitting unauthorized minor to drive**
- 23.36.340 Permitting unauthorized person to drive**

23.36.350 Use of a wireless communications device prohibited**23.36.360 Use of an electronic communication device by minor prohibited**

Section 6: Section 23.36.125 of the City Code of the City of Dickinson is hereby enacted as follows:

23.36.125 One-way roadways and rotary traffic islands.

1. The director and local authorities with respect to highways under their respective jurisdictions may designate any highway, roadway, part of a roadway, or specific lanes upon which vehicular traffic shall proceed in one direction at all or such times as shall be indicated by official traffic-control devices.
2. Upon a roadway so designated for one-way traffic, a vehicle shall be driven only in the direction designated at all or at such times as shall be indicated by official traffic-control devices.
3. A vehicle passing around a rotary traffic island must be driven only to the right of such island.
4. After a vehicle enters a rotary traffic island, the vehicle may not exit from any position within the rotary traffic island without first giving a signal of intention to exit the rotary traffic island.

Section 7: The Table of Contents for Article 23.68 of the City Code of the City of Dickinson is hereby amended and re-enacted as follows:

Article 23.68 Equipment of Vehicles**Sections: 23.68.010 Vehicles other than motorcycles****23.68.015 Safety belts required****23.68.020 Child restraint devices****23.68.030 Equipment requirements--Penalty****23.68.040 Motorcycle equipment****23.68.050 When lighted lamps are required; penalty****23.68.060 Windshield – must be unobstructed and equipped with wipers – tinted windows**

Section 8: Section 23.68.060 of the City Code of the City of Dickinson is hereby enacted as follows:

23.68.060 Windshield - must be unobstructed and equipped with wipers - tinted windows.

1. A motor vehicle must be equipped with a windshield. An individual may not drive any motor vehicle with any sign, poster, or other nontransparent material upon the front windshield, side wings, or side or rear windows

which obstructs the driver's clear view of the highway or any intersecting highway.

2. The windshield on a motor vehicle must be equipped with a device for cleaning rain, snow, or other moisture from the windshield, which must be constructed as to be controlled or operated by the driver of the vehicle.
3. The windshield wiper upon a motor vehicle must be maintained in good working order.
4. An individual may not operate a motor vehicle with any object, material, or tinting displayed, affixed, or applied on the front windshield or any window unless the object, material, or tinting in conjunction with the windshield upon which it is displayed, affixed, or applied has a light transmittance of at least seventy percent or the object, material, or tinting in conjunction with a window other than the windshield upon which it is displayed, affixed, or applied has a light transmittance of at least fifty percent.
5. This subsection does not apply to windows behind the operator if the motor vehicle is equipped with outside mirrors on both sides that meet the requirements of NDCC 39-21-38.
6. Subsection 4 does not apply to nonreflective sunscreening or window tinting material above the AS-1 line or within the top five inches [12.7 centimeters] of the windshield.
7. A windshield may not be shattered or in such a defective condition that the windshield materially impairs or obstructs the driver's clear view.

Section 9: The Table of Contents for Article 23.76 of the City Code of the City of Dickinson is hereby amended and re-enacted as follows:

Article 23.76 Criminal Traffic Violations

Sections:

23.76.010 Persons under the influence of intoxicating liquor or any other drugs or substances not to operate vehicle—Penalty

23.76.015 Bicycling or riding an animal while under the influence of alcohol or drug- penalty.

23.76.020 Reckless driving

23.76.030 Accidents involving damage to vehicle

23.76.040 Duty upon striking fixtures or other property

23.76.050 Penalty for driving while license suspended or revoked

23.76.060 Violations involving operation of snowmobiles

23.76.070 Violations involving operation of off-highway vehicles

23.76.080 Harassment of domestic animals

23.76.090 Operation of motor vehicle, etc., prohibited on flood protective works

- 23.76.100 Operator's license--Driving without**
- 23.76.110 Same--To be carried and exhibited on demand**
- 23.76.120 Violations of motor vehicle registration provisions; penalties**
- 23.76.125 Failure to register upon gainful employment**
- 23.76.130 Display of number plates and tabs**
- 23.76.140 Driving without liability insurance--Penalty**
- 23.76.150 Driving as permitted by class of license**
- 23.76.160 Weighing**
- 23.76.170 Registration to be carried in or on vehicle – inspection - penalty**

Section 10: Section 23.76.170 of the City Code of the City of Dickinson is hereby enacted as follows:

Section 23.76.170 Registration to be carried in or on vehicle - inspection - penalty.

The registration issued for a vehicle must be in the driver's vehicle or on an electronic device in the possession of the driver or, in the case of a housetrailer or mobile home or a trailer or semitrailer, regardless of when such vehicle was acquired, inside or on the vehicle, at all times while the vehicle is being operated upon a highway in this state. The registration is subject to inspection by any peace officer or highway patrol officer. Upon request of an inspection by any peace officer or highway patrol officer, a driver may produce either a registration card or electronic registration as provided by the department. An electronic registration must be designed so that there is no need for the registration holder to relinquish possession of the device, in which the electronic registration is installed, to present the registration, or for the individual to whom the registration is presented to access the verification system to confirm the validity of the registration. Any person violating this section must be assessed a fee of twenty dollars. However, a person cited for violation of this section may not be found to have committed the violation if the person, within fourteen days after being cited produces and displays to the office of the prosecutor where the matter is pending, a registration valid at the time the person was cited. A peace officer or highway patrol officer, upon citing a person for violating this section, shall inform the person that a violation will be considered as not having occurred if the person produces and displays a valid registration in the manner provided in this section.

Section 11: Section 23.76.015 of the City Code of the City of Dickinson is hereby enacted as follows:

Section 23.76.015 Bicycling or riding an animal while under the influence of alcohol or drug- penalty.

An individual operating a bicycle or riding an animal on a roadway, or an area the public has access to, may not be under the influence of alcohol or any drug to a degree which renders the individual a hazard to themselves or the general public.

An individual who violates this section must be assessed a fee of two hundred dollars.

Section 12: Repeal of Ordinances in Conflict. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

Section 13: 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 14: Effective Date: This Ordinance shall be in full force and effect from and after final passage.

Scott Decker, President
Board of City Commissioners

ATTEST

Dustin Dassinger, City Administrator

First Reading:
Second Reading:
Final Passage:



Financial Report
For the Period Ending
July 31, 2023

From: *Robbie Morey, Accounting/Budget Specialist*

Budget Summary1

State Tax/Intergovernmental Revenue by Month.....2

Aged Report Summary6

Utility Revenue Summary.....7

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

2023 Budget Recap

As of 7/31/2023

	<u>2023 Budget</u>	<u>2023 Actual</u>	<u>Variance</u>	<u>% Expended</u>
<u>General Fund</u>	\$ 24,668,606	\$ 12,941,296	\$ 11,727,310	52.46%
<u>Special Revenue Funds</u>				
1% Sales Tax	\$ 8,334,500	\$ 4,440,280	\$ 3,894,220	53.28%
1/2% Sales Tax	\$ 4,645,337	\$ 2,217,157	\$ 2,428,181	47.73%
Town Square Fund	\$ 214,691	\$ 161,987	\$ 52,704	75.45%
Cemetery Fund	\$ 109,937	\$ 651,528	\$ (541,591)	592.64%
Future Fund	\$ 300,000	\$ 150,968	\$ 149,032	50.32%
Oil Impact Fund	\$ 24,228,417	\$ 4,205,074	\$ 20,023,343	17.36%
Hospitality Tax	\$ 1,535,000	\$ 608,457	\$ 926,543	39.64%
Highway Tax	\$ 1,400,000	\$ -	\$ 1,400,000	0.00%
Urban Forestry/Downtown Streetscape	\$ 50,000	\$ -	\$ 50,000	0.00%
Library	\$ 1,375,747	\$ 663,736	\$ 712,011	48.25%
Interest Revenue Fund	\$ 1,200,000	\$ 374,256	\$ 825,744	31.19%
<u>Debt Service Funds</u>				
WRCC Revenue Bond	\$ 1,435,000	\$ 20,520	\$ 1,414,480	1.43%
General Capital Lease Fund	\$ 400,000	\$ 159,826	\$ 240,174	39.96%
<u>Enterprise/Proprietary Funds</u>				
Water	\$ 7,701,362	\$ 5,244,835	\$ 2,456,528	68.10%
Sewer	\$ 9,216,034	\$ 2,141,396	\$ 7,074,638	23.24%
Solid Waste	\$ 5,649,079	\$ 2,453,678	\$ 3,195,401	43.44%
Storm Water	\$ 125,011	\$ 397,269	\$ (272,258)	317.79%
Wastewater Plant	\$ 1,898,807	\$ 650,596	\$ 1,248,211	34.26%
Fleet (Internal Service)	\$ 1,074,063	\$ 496,997	\$ 577,066	46.27%
<u>Totals</u>	95,561,591	37,979,853	57,581,738	39.74%

1% Sales Tax

Section 3. Item E.

7/31/2023

	2015	2016	2017	2018	2019	2020	2021	2022	2023	(Decrease) over prior year
January	798,741	408,494	380,897	369,381	503,405	576,989	443,415	479,035	597,446	118,412
February	775,913	538,000	556,619	629,177	590,900	615,580	393,184	675,922	757,033	81,111
March	655,960	436,744	350,360	417,722	417,702	345,175	449,633	433,558	576,217	142,659
April	615,579	315,288	395,606	324,713	394,368	505,251	485,343	419,590	551,078	131,489
May	639,724	442,603	387,500	549,810	543,423	505,989	514,562	428,195	464,675	36,480
June	538,617	400,295	498,003	455,476	487,623	324,748	353,963	583,886	686,093	102,207
July	644,609	307,174	503,809	401,647	425,959	584,979	607,274	581,266	602,935	21,670
August	727,574	409,204	545,685	664,241	765,145	527,075	568,420	569,164		-
September	557,461	540,606	445,415	517,500	517,822	494,819	523,865	751,171		-
October	566,494	475,706	438,058	473,116	568,820	490,122	512,572	677,176		-
November	525,823	481,685	589,021	609,032	600,086	472,033	447,706	553,059		-
December	645,500	285,719	458,134	556,185	438,099	491,566	634,101	597,838		-
Totals	7,691,993	5,041,518	5,549,106	5,967,998	6,253,353	5,934,326	5,934,039	6,749,860	4,235,479	634,028

1/2% Sales Tax

	2015	2016	2017	2018	2019	2020	2021	2022	2023	Increase (Decrease) over prior year
January	399,370	204,247	190,448	184,690	251,703	288,495	221,707	239,517	298,723	59,206
February	387,956	269,000	278,309	314,588	295,450	307,790	196,592	337,961	378,517	40,555
March	327,980	218,372	175,180	208,861	208,851	172,588	224,817	216,779	288,109	71,330
April	307,790	157,644	197,803	162,356	197,184	252,626	242,671	209,795	275,539	65,744
May	319,862	221,301	193,750	274,905	271,711	252,994	257,281	214,097	232,338	18,240
June	269,308	200,147	249,002	227,738	243,812	162,374	176,981	291,943	343,047	51,103
July	322,304	153,587	251,905	200,823	212,980	292,490	303,637	290,633	301,468	10,835
August	363,787	204,602	272,842	332,120	382,573	263,538	284,210	284,582		-
September	278,730	270,303	222,707	258,750	258,911	247,409	261,933	375,585		-
October	283,247	237,853	219,029	236,558	284,410	245,061	256,286	338,588		-
November	262,912	240,843	294,511	304,516	300,043	236,016	223,853	276,530		-
December	322,750	142,859	229,067	278,092	219,050	245,783	317,051	298,919		-
Totals	3,845,997	2,520,759	2,774,553	2,983,999	3,126,677	2,967,163	2,967,019	3,374,930	2,117,740	317,014

Hospitality Tax

7/31/2023

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	Increase (Decrease) over prior year
January	90,075	127,633	73,010	63,210	62,202	81,122	82,427	69,011	69,822	80,993	11,171
February	91,494	87,881	63,721	72,593	92,503	80,320	84,166	49,803	87,549	81,937	(5,612)
March	80,535	89,324	66,888	59,786	65,519	71,329	63,859	60,667	67,154	77,037	9,883
April	94,350	99,587	74,521	65,350	50,319	59,212	78,972	70,912	67,428	75,191	7,763
May	80,152	90,942	66,171	55,889	84,613	92,634	63,745	72,352	52,278	78,429	26,151
June	85,758	80,394	73,711	80,416	91,483	76,960	41,043	52,463	93,769	98,201	4,432
July	103,928	106,471	74,709	83,689	65,073	70,675	82,172	96,721	84,616	82,918	(1,697)
August	127,416	97,911	64,284	78,807	106,837	104,979	88,496	86,150	83,828		-
September	89,188	92,071	108,754	97,707	99,110	91,084	77,004	110,621	116,475		-
October	128,233	106,547	84,466	70,854	81,064	106,436	92,454	91,040	110,248		-
November	141,539	76,223	76,603	109,720	108,769	99,662	76,605	72,803	68,209		-
December	117,629	97,484	82,192	77,280	93,749	72,367	82,554	92,104	90,254		-
Totals	1,230,295	1,152,469	909,030	915,300	1,001,241	1,006,781	913,497	924,646	991,630	574,706	52,091

Occupancy Tax

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	Increase (Decrease) over prior year
January	47,081	85,816	25,326	25,490	14,504	23,827	23,209	19,645	22,427	25,873	3,445
February	53,243	38,539	18,022	23,565	25,752	19,796	22,931	14,115	20,959	22,081	1,122
March	40,490	62,411	22,497	18,559	12,234	20,971	11,847	9,806	14,433	16,097	1,664
April	53,132	42,526	21,172	16,935	14,283	24,396	22,041	14,038	18,074	20,706	2,632
May	34,282	39,073	25,767	20,110	24,654	23,073	19,237	16,205	17,314	27,617	10,302
June	51,167	39,610	23,688	33,376	30,921	25,315	12,864	12,547	21,977	27,036	5,058
July	58,161	45,636	28,311	22,260	19,871	37,101	12,496	26,474	26,169	26,015	(154)
August	72,993	42,964	21,653	35,371	40,414	37,844	27,268	50,105	44,182		-
September	59,369	52,513	61,381	45,948	48,211	44,207	28,500	43,337	49,032		-
October	70,867	72,676	40,973	31,787	41,598	63,262	33,627	37,659	61,186		-
November	116,555	35,040	34,433	47,372	50,014	47,438	29,306	52,810	41,071		-
December	81,052	48,218	38,256	34,241	41,713	24,498	22,353	27,311	31,290		-
Totals	738,390	605,021	361,480	355,015	364,167	391,727	265,679	324,053	368,116	165,424	24,070

Oil Impact Fund Revenue

7/31/2023

	2017	2018	2019	2020	2021	2022	2023	Increase (Decrease) over prior year
January	1,465,553	860,742	1,088,021	1,173,219	906,718	1,299,165	1,379,453	80,288
February	1,480,924	882,817	938,136	1,221,034	974,729	1,181,038	1,192,840	11,802
March	1,489,966	949,318	1,061,228	1,143,847	999,254	1,314,748	1,246,296	(68,452)
April	1,520,319	805,930	1,047,392	1,016,645	991,918	1,290,101	1,230,965	(59,136)
May	1,463,638	876,208	1,120,384	792,116	1,086,395	1,582,042	1,254,441	(327,601)
June	1,515,104	1,099,144	1,212,734	622,710	1,071,391	1,321,182	1,223,107	(98,075)
July	1,477,516	1,243,935	1,182,092	623,428	1,106,206	1,423,884	1,244,544	(179,340)
August	1,436,686	1,198,710	1,112,773	739,585	1,119,185	1,648,644		-
September	1,055,973	1,656,623	1,559,227	1,219,797	1,590,051	1,932,473		-
October	770,233	1,263,925	1,191,095	907,805	1,174,502	1,498,774		-
November	774,645	1,362,972	1,152,480	896,826	1,205,340	1,407,431		-
December	853,835	1,356,298	1,168,313	890,316	1,291,108	1,403,773		-
Totals	15,304,393	13,556,623	13,833,874	11,247,328	13,516,796	17,303,256	8,771,646	(640,514)

City of Dickinson

7/31/2023	Occupancy Tax Total Collections (Paid to CVB)		Sales Tax Revenue Monthly Breakdown					
	Occupancy Tax		1% Sales Tax		1/2% Sales Tax		Hospitality Tax	
	2022	2023	2022	2023	2022	2023	2022	2023
January	22,427	25,873	479,035	597,446	239,517	298,723	69,822	80,993
February	20,959	22,081	675,922	757,033	337,961	378,517	87,549	81,937
March	14,433	16,097	433,558	576,217	216,779	288,109	67,154	77,037
April	18,074	20,706	419,590	551,078	209,795	275,539	67,428	75,191
May	17,314	27,617	428,195	464,675	214,097	232,338	52,278	78,429
June	21,977	27,036	583,886	686,093	291,943	343,047	93,769	98,201
July	26,169	26,015	581,266	602,935	290,633	301,468	84,616	82,918
August	44,182	-	569,164	-	284,582	-	83,828	-
September	49,032	-	751,171	-	375,585	-	116,475	-
October	61,186	-	677,176	-	338,588	-	110,248	-
November	41,071	-	553,059	-	276,530	-	68,209	-
December	31,290	-	597,838	-	298,919	-	90,254	-
Total	368,116	165,424	6,749,860	4,235,479	3,374,930	2,117,740	991,630	574,706

	Intergovernmental Revenues							
	State Aid Distribution		Highway Distribution Tax		Oil Impact Revenue		Other Misc. Revenue Intergovernmental	
	2022	2023	2022	2023	2022	2023	2022	2023
January	147,564	189,768	118,912	123,168	1,299,165	1,379,453	-	-
February	202,579	226,505	99,761	111,303	1,181,038	1,192,840	-	-
March	133,060	184,004	80,664	86,510	1,314,748	1,246,296	12,728	-
April	134,478	176,214	93,701	105,233	1,290,101	1,230,965	-	-
May	143,715	180,327	95,667	99,875	1,582,042	1,254,441	10,697	10,748
June	177,029	223,438	83,754	96,104	1,321,182	1,223,107	22,995	20,532
July	173,106	217,702	113,361	113,233	1,423,884	1,244,544	-	-
August	188,464	-	85,972	-	1,648,644	-	-	-
September	241,127	-	95,604	-	1,932,473	-	-	-
October	222,167	-	110,064	-	1,498,774	-	-	-
November	203,465	-	102,356	-	1,407,431	-	-	-
December	203,790	-	120,251	-	1,403,773	-	26,068	-
Total	2,170,543	1,397,958	1,200,068	735,426	17,303,256	8,771,646	72,488	31,280

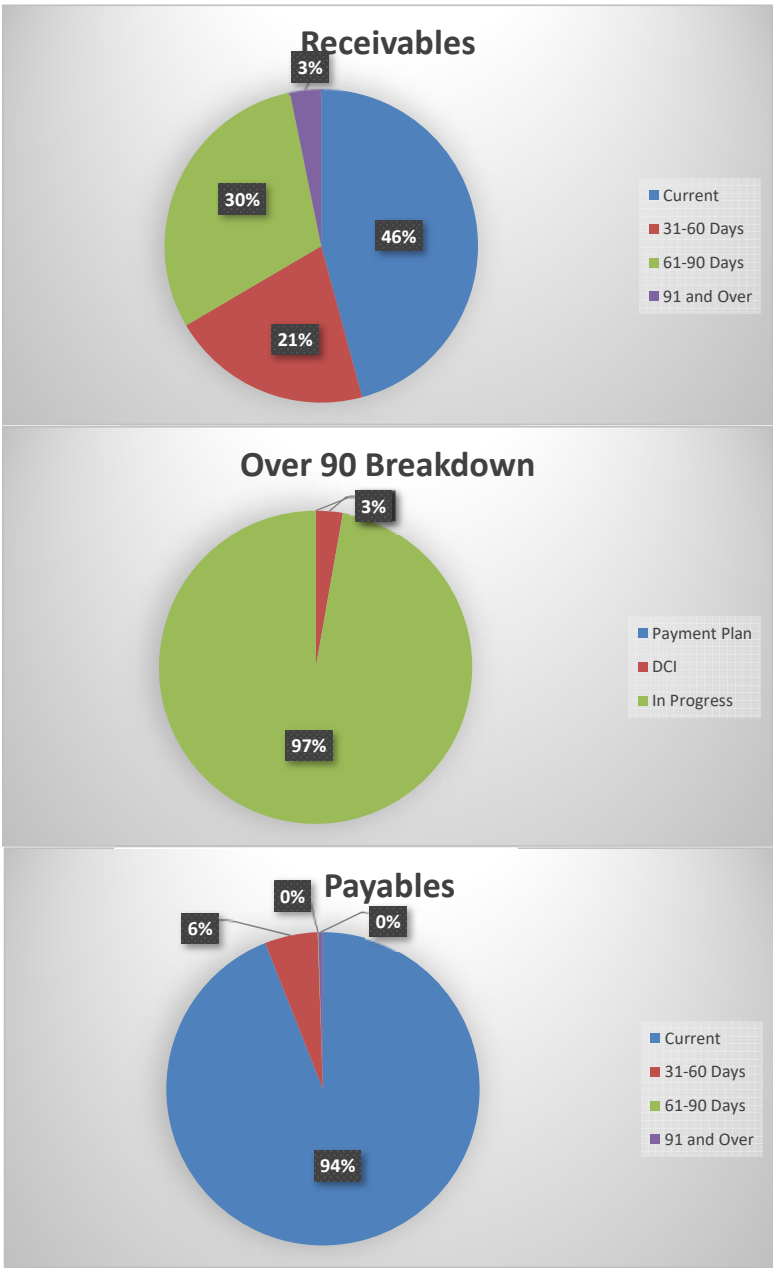
Aged Trial Balance Summary 7/31/2023

Accounts Receivable Aged Report

Current	31-60 Days	61-90 Days	91 and Over	Total Balance
\$178,735.97	\$80,921.72	\$117,942.16	\$12,603.01	\$390,202.86
45.81%	20.74%	30.23%	3.23%	

Accounts Payable Aged Report

Current	31-60 Days	61-90 Days	91 and Over	Total Balance
\$1,831,858.39	\$106,774.94	\$1,143.56	\$8,916.18	\$1,948,693.07
94.00%	5.48%	0.06%	0.46%	



Utility Revenue Summary
7/31/2023

	2019	2020	2021	2022	2023	Increase (Decrease) over prior year
<u>Water</u>						
Consumption	\$ 4,958,902	\$ 5,736,440	\$ 6,082,613	\$ 5,357,972	\$ 2,768,833	\$ (2,589,139)
Meter Charges	\$ 1,128,203	\$ 1,138,511	\$ 1,146,953	\$ 1,154,095	\$ 658,195	\$ (495,900)
Flat Rate Wells	\$ 1,118	\$ 1,140	\$ 1,141	\$ 1,080	\$ 620	\$ (460)
Connection Fees	\$ 224,862	\$ 149,035	\$ 172,079	\$ 158,153	\$ 105,325	\$ (52,828)
<u>Sewer</u>						
Consumption	\$ 1,405,157	\$ 1,462,721	\$ 1,433,404	\$ 1,348,383	\$ 716,319	\$ (632,064)
Meter Charges	\$ 1,512,798	\$ 1,525,480	\$ 1,534,287	\$ 1,543,413	\$ 880,616	\$ (662,797)
Flat Rate Wells	\$ 5,239	\$ 5,400	\$ 5,400	\$ 5,400	\$ 3,100	\$ (2,300)
Connection Fees	\$ 119,850	\$ 99,450	\$ 91,550	\$ 81,800	\$ 137,800	\$ 56,000
<u>Solid Waste</u>						
Utility Billing	\$ 1,548,347	\$ 1,533,977	\$ 1,569,909	\$ 1,576,222	\$ 997,795	\$ (578,428)
Commercial Landfill	\$ 1,002,995	\$ 934,278	\$ 812,800	\$ 1,007,974	\$ 537,624	\$ (470,350)
Gate Receipts	\$ 376,420	\$ 421,411	\$ 448,321	\$ 539,687	\$ 421,042	\$ (118,644)
UB Commercial Service	\$ 1,421,123	\$ 1,474,946	\$ 1,462,181	\$ 1,484,111	\$ 1,015,534	\$ (468,577)
Commercial Container Rent	\$ 183,734	\$ 182,735	\$ 220,795	\$ 177,291	\$ 141,083	\$ (36,209)
<u>General Fund</u>						
Street Light Utility	\$ 419,174	\$ 355,910	\$ 391,843	\$ 394,167	\$ 224,424	\$ (169,743)
<u>Storm Water</u>						
Utility Billing	\$ 308,495	\$ 314,276	\$ 316,190	\$ 317,917	\$ 181,297	\$ (136,621)
Total	\$ 14,616,418	\$ 15,335,710	\$ 15,689,465	\$ 15,147,665	\$ 8,789,606	\$ (6,358,060)

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

Monthly Financial Report

Presented by: Accountant Morey

Consideration to Approve



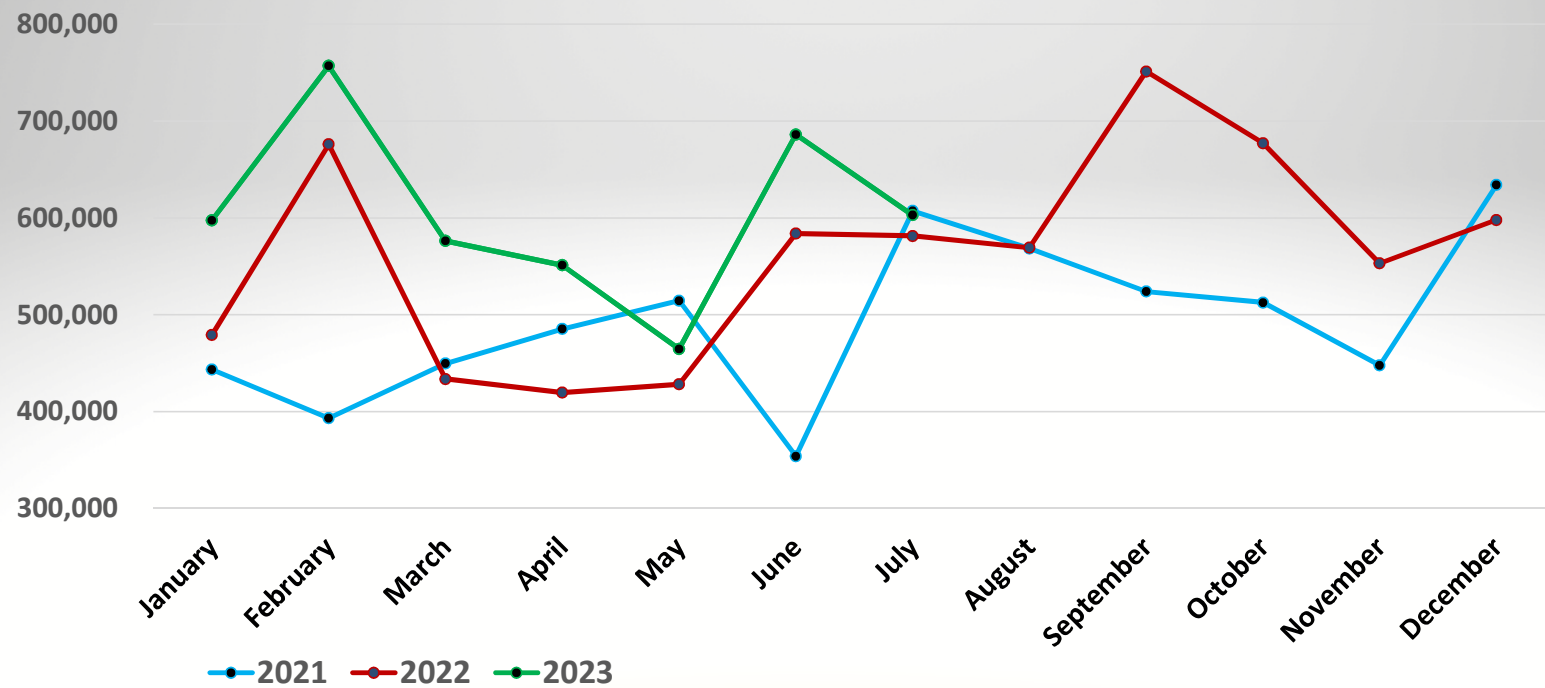
Treasurer's Report as of: July 31, 2023

➤ General Checking	\$ 174,436
➤ Demand Deposit	\$35,000,000
➤ Money Market	<u>\$35,863,198</u>
➤ Net Working Cash Total	\$71,037,634
➤ Assigned/Restricted Cash	\$63,971,341
➤ Total Unassigned Cash	\$ 7,066,293
➤ Current Interest Rate on Cash Accounts	3.25%

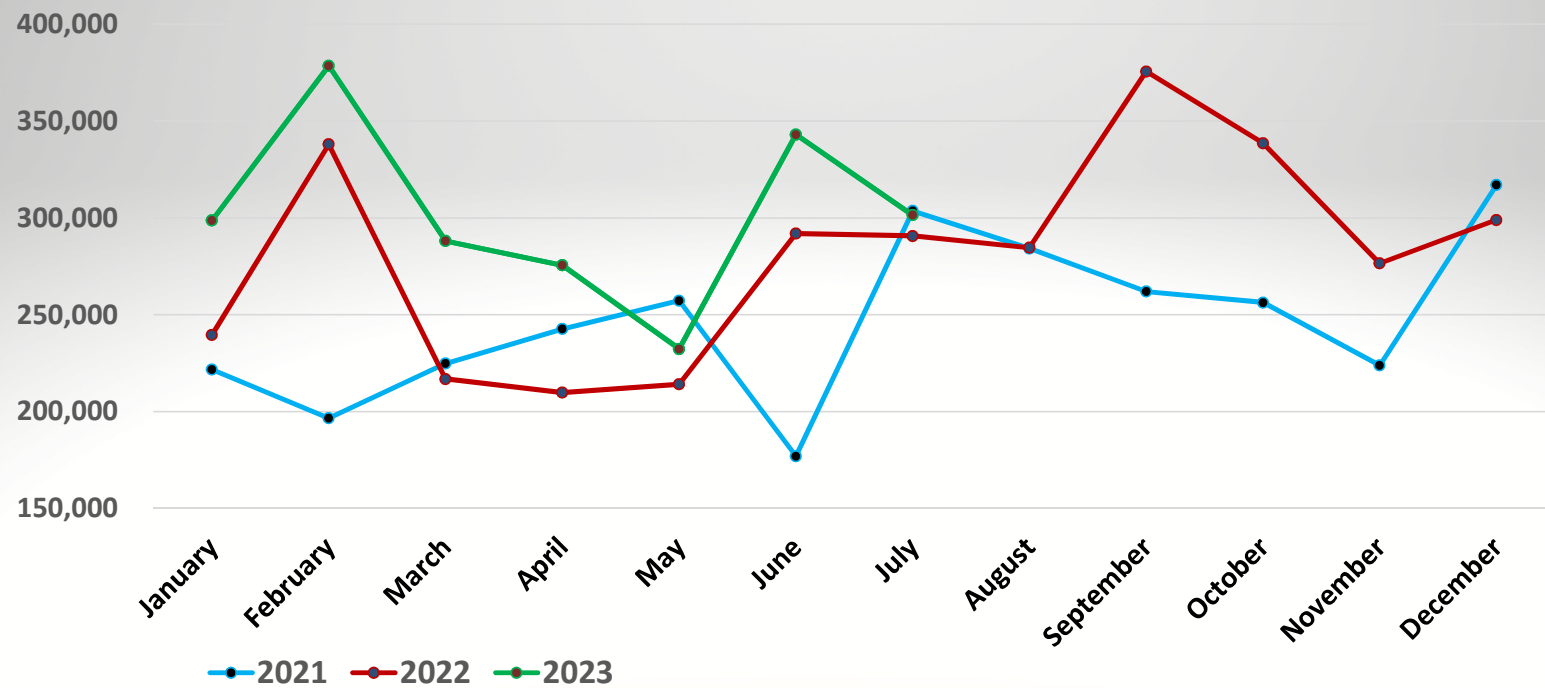
Investments as of: July 31, 2023

➤ Future Fund	\$ 6,666,947
➤ CMA	\$13,751,256
➤ City Pension	\$ 7,314,635
➤ Police Pension	\$ 6,874,039
➤ Volunteer Fire Pension	\$ 385,546
➤ OPEB	\$ 206,545

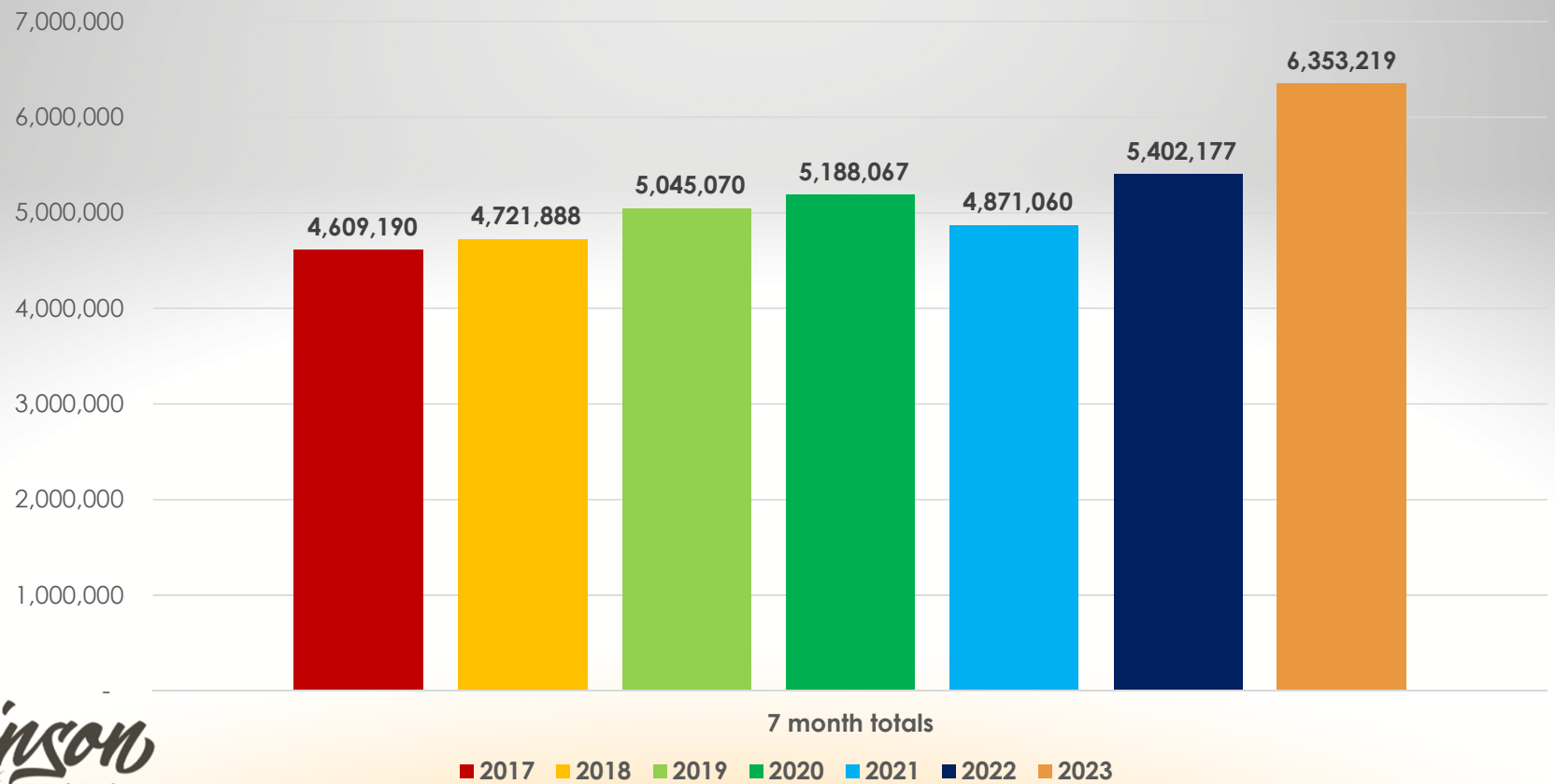
1% Sales Tax Monthly Breakdown



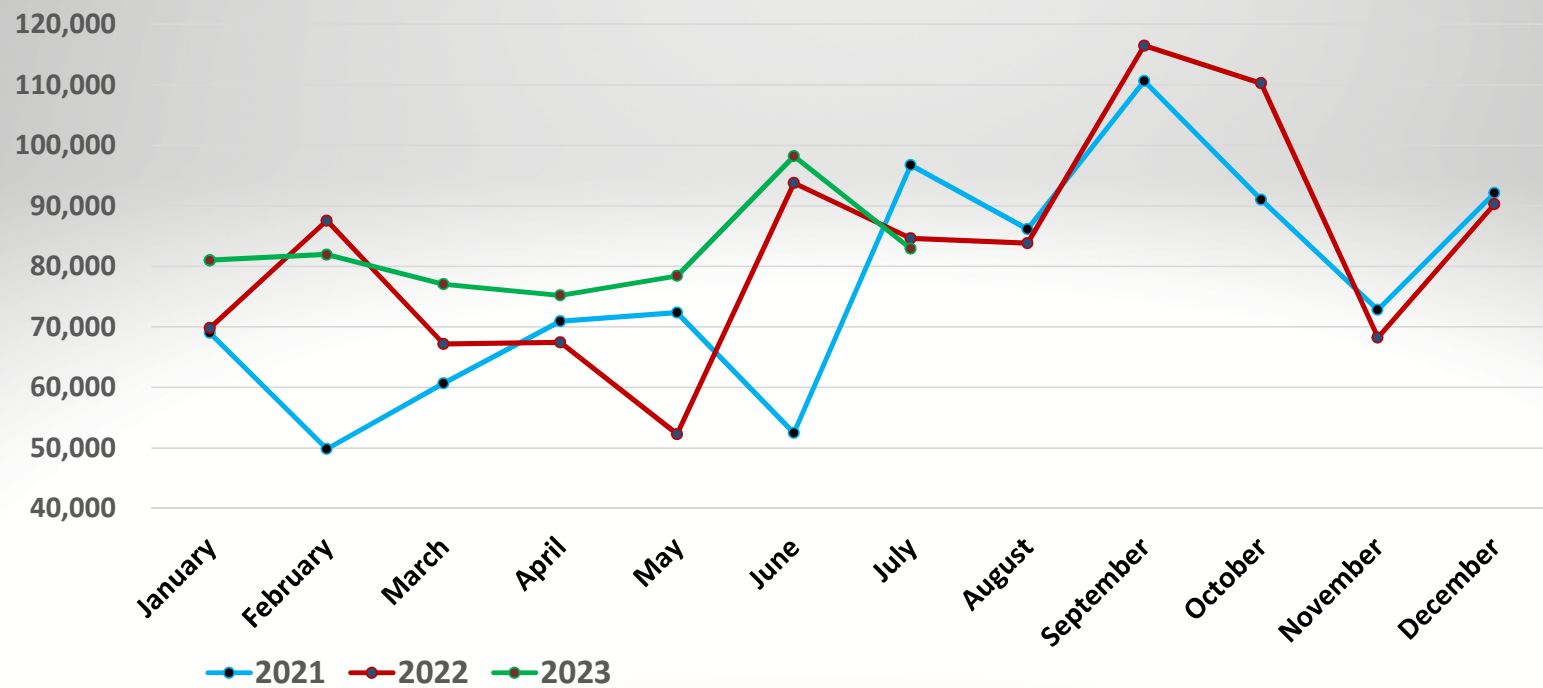
1/2% Sales Tax Monthly Breakdown



Sales Tax Comparison



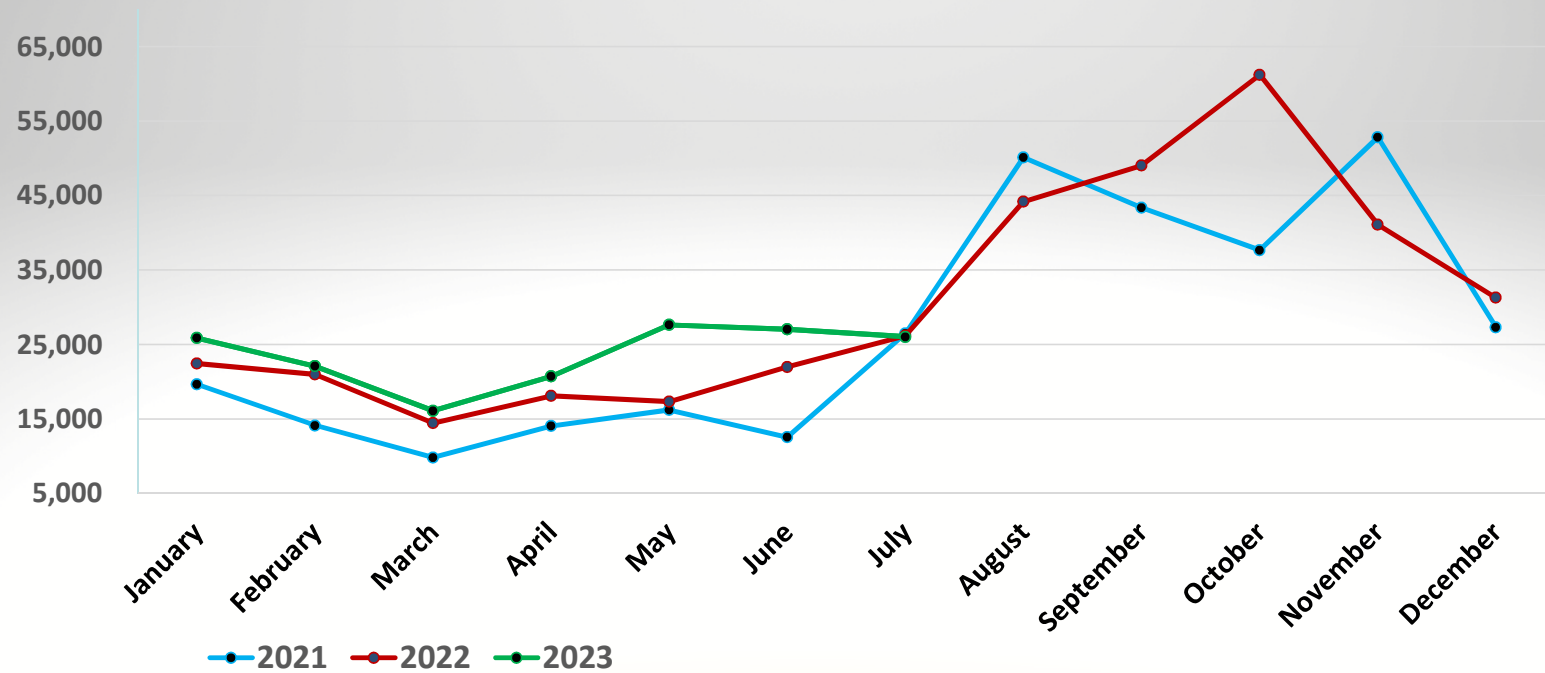
Hospitality Tax Monthly Breakdown



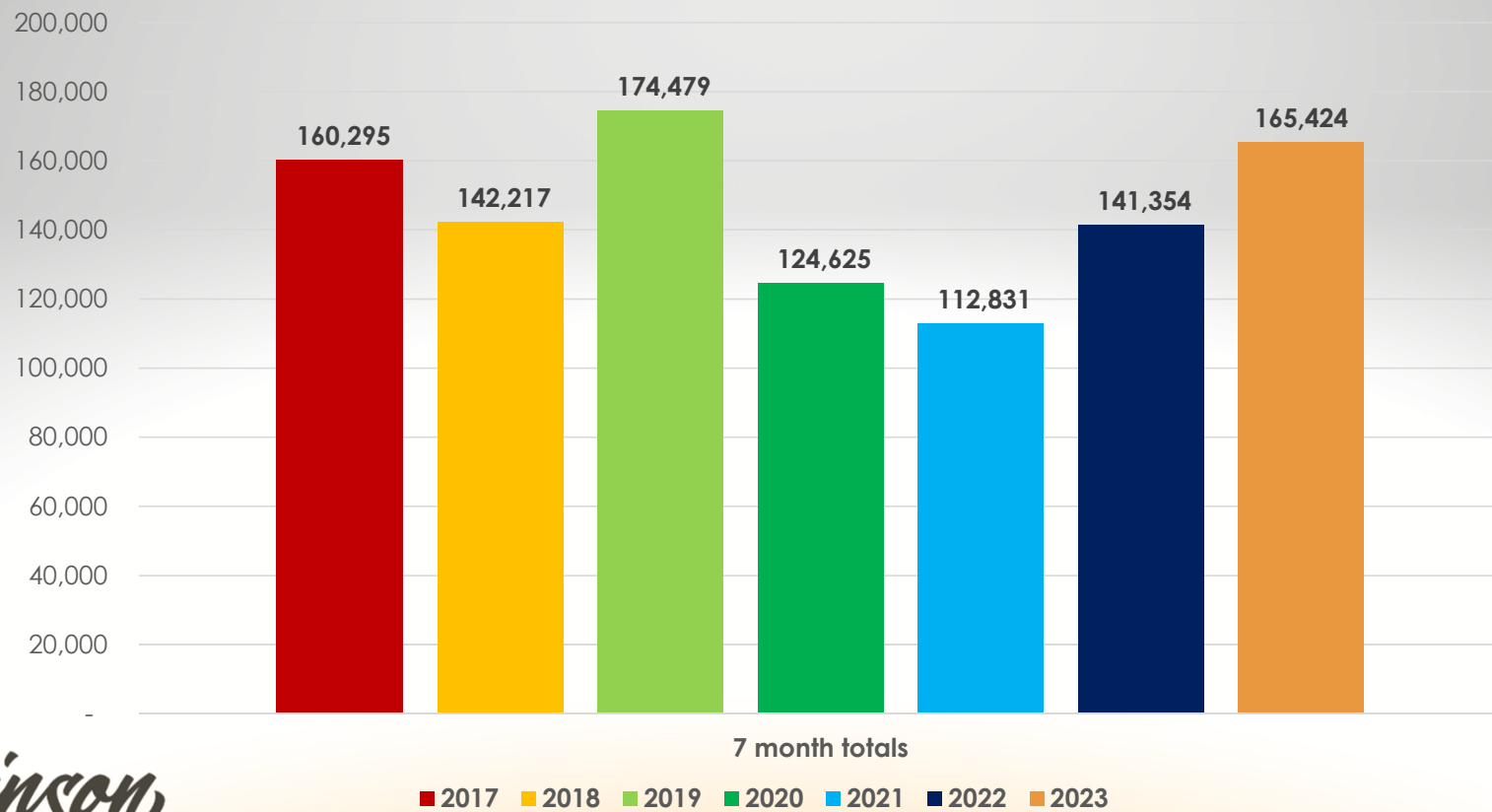
Hospitality Tax Comparison



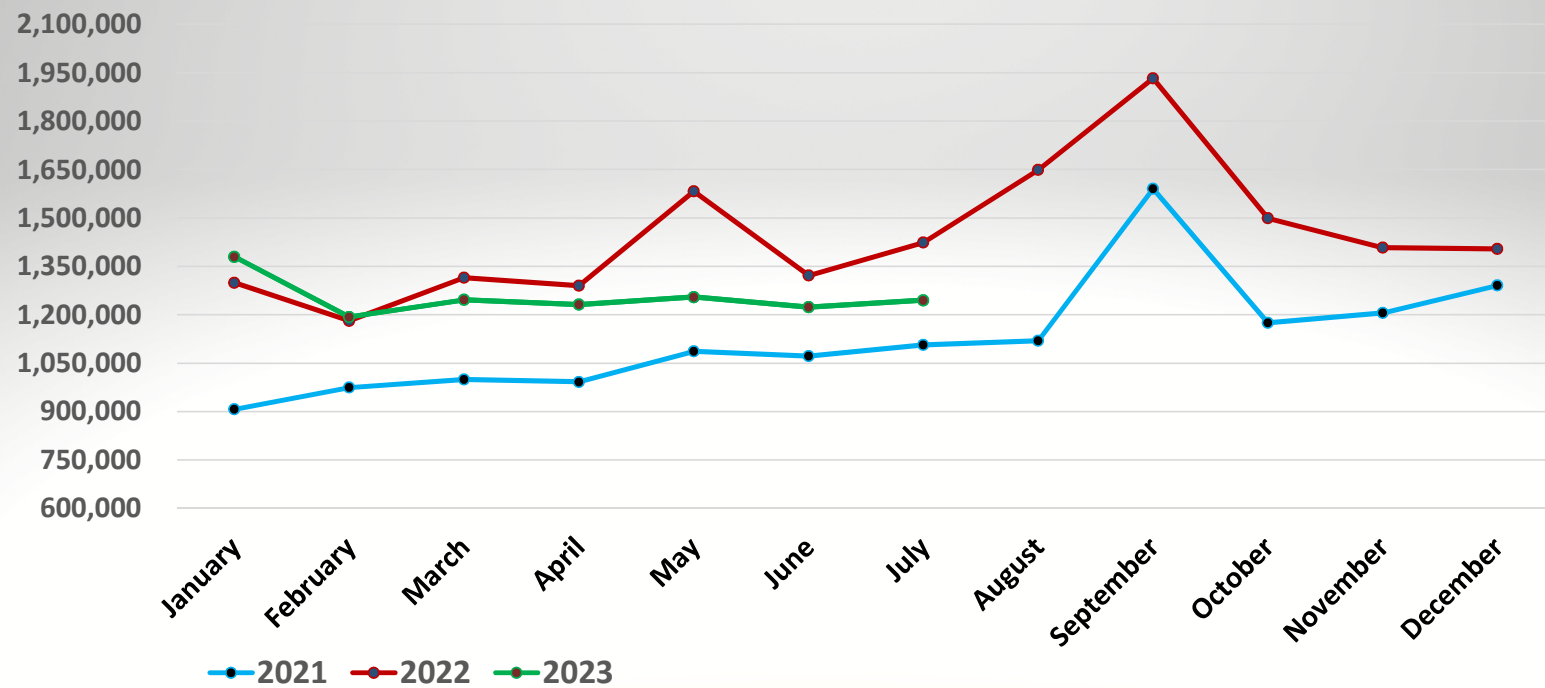
Occupancy Tax Monthly Breakdown



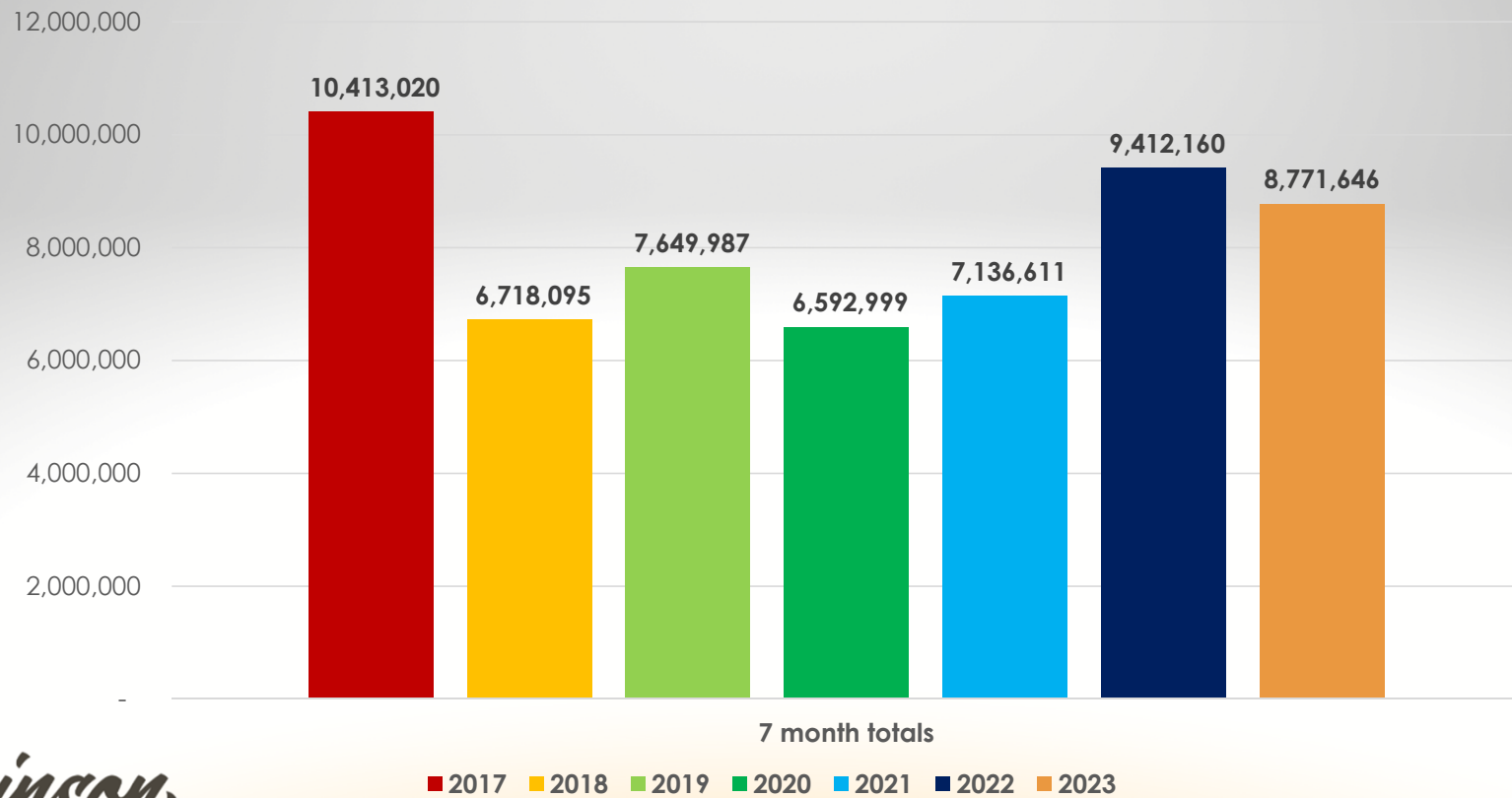
Occupancy Tax Comparison



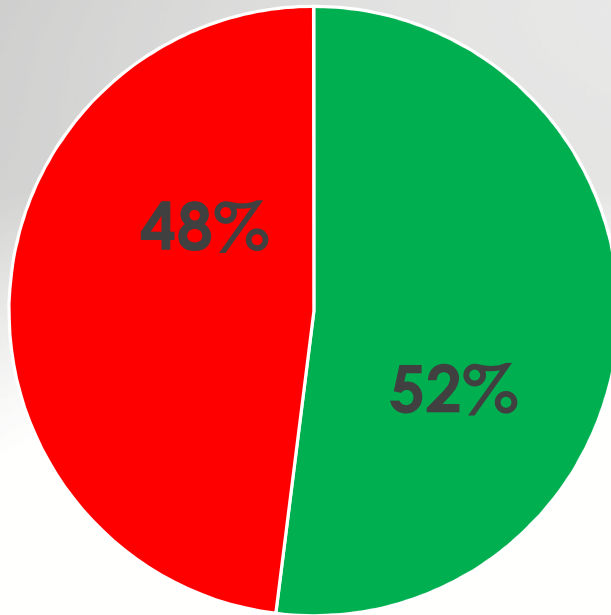
Oil Impact Revenue Monthly Breakdown



Oil Impact Comparison

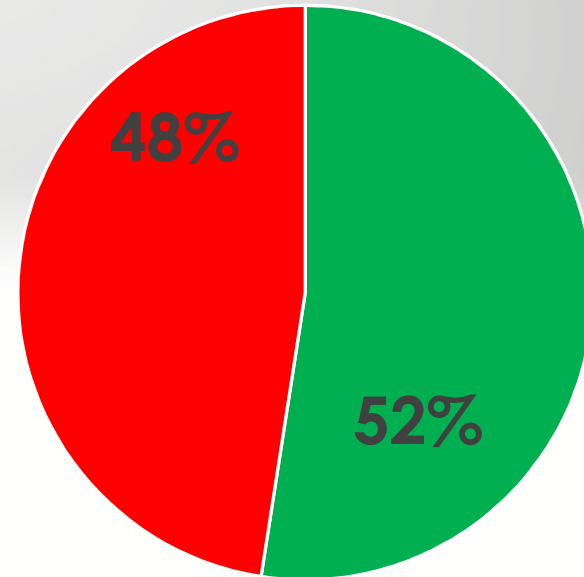


General Fund Revenue



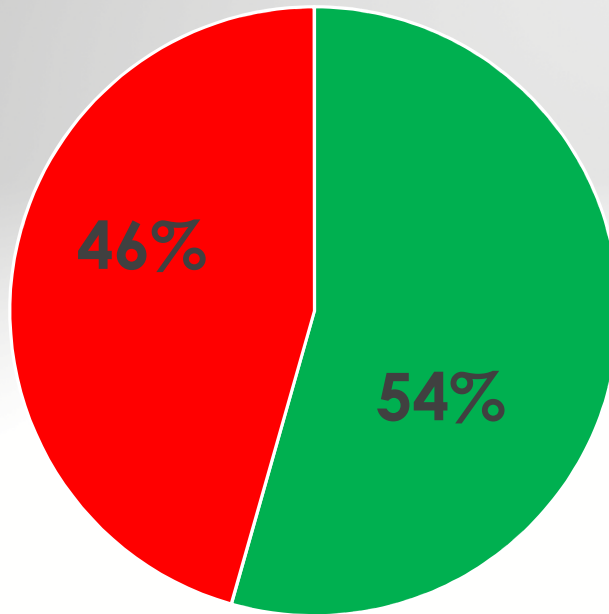
■ Collected ■ Remaining

General Fund Expenses



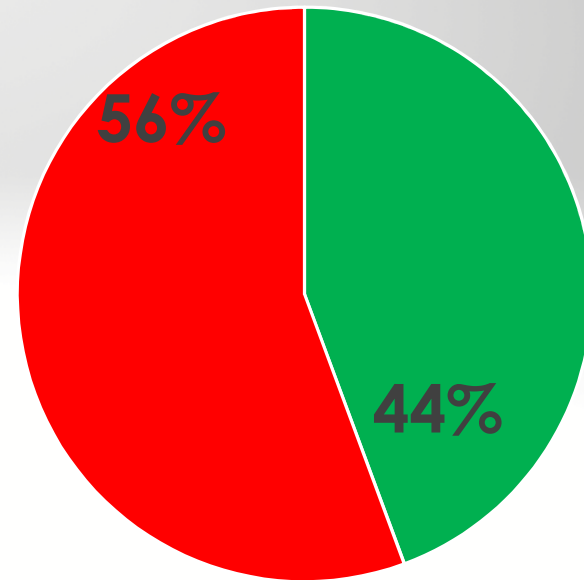
■ Expended ■ Remaining

Utility Revenue



■ Collected ■ Remaining

Enterprise Fund Expenses



■ Expended ■ Remaining

4. Kyle Smith

Updated at May 12, 2023

✓ 1 yr. July 23 - July 24

Section 3. Item F.

Submission Date
May 12, 2023

Name
Kyle Smith

Home Phone
()

Cell Phone
()

Email

Primary Board you are interested in:
Finance Committee

Secondary Board you are interested in:
Airport Authority

Radio
I am Interested in serving because:

Interest/Recommendation:
Dickinson has been my home since 2007. In those sixteen years I had the great pleasure of seeing our community through several different lenses. First as a student, then member of private industry and now part of the public sector. It is because of those experiences I feel that I could provide value to this committee. I saw early in my time as a resident of Dickinson, the important role civic duty plays in enhancing our community. To preserve and enhance the quality of life we enjoy I would like to offer my services to help continue that tradition.

Signature
K. Smith

Date
May 12, 2023



Address
11282 29D ST SW Dickinson, ND, 58601

Other Boards you may be interested in:

May 12, 2023

**City of Dickinson
Finance Committee
Citizen Interest**

To whom it may concern:

My name is Kyle Smith, I would be honored to serve the city of Dickinson as a member of the inaugural Finance Committee.

Dickinson has been my home since 2007. In those sixteen years I had the great pleasure of seeing our community through several different lenses. First as a student, then member of private industry and now part of the public sector. It is because of those experiences I feel that I could provide value to this committee.

I saw early in my time as a resident of Dickinson, the important role civic duty plays in enhancing our community. To preserve and enhance the quality of life we enjoy I would like to offer my services to help continue that tradition.

Thank you for your consideration.

Kyle Smith

m

Kyle Allan Smith

DSU Heritage Foundation Dickinson, North Dakota 2021-Current

Development Officer, Athletics & Rodeo

- Established and maintained donor relationships with over 1,000 current constituents.
- Recruited annual dollars to support the athletics scholarship needs of Dickinson State University
- Successfully increased donor gifts from year to year
- Sold and negotiated advertising packages for sports facilities on campus.
- Sold luxury suites at football stadium.
- Developed alumni specific events to help support solicitation process.
- Regularly engaged in donor stewardship activities, writing cards, phone calls, text messages and meals
- Investigates new leads on potential donors while building a donor profile along with wealth management tools.
- Developed query tools from database that allowed for improved data extraction, led office transition to Raiser's Edge NXT.
- Assisted in fundraising efforts of Sanford Sports Complex, \$4.1 million overall goal.
- Successfully fundraised nearly \$1.5 million in the last two years.

CHI St. Alexius Hospital Dickinson, North Dakota 2018- 2021

Operations Manager

- Lead the local organization accounting, supply chain and purchasing departments.
- Assist Chief Financial Officer with hospital budget analysis and maintenance.
- Incident Command – COVID19 Pandemic
- Safety Committee Member
- Service Excellence Instructor

Baker Boy Bake Shop Dickinson, North Dakota 2015 – 2018

Production Supervisor (*October 2017-November 2018*)

Sanitation Manager (*May 2016-October 2017*)

Safety Manager (*January 2015 – October 2017*)

University of Mary Bismarck, North Dakota (*March 2013-December 2014*)

Graduate Assistant Football Coach

Education

Dickinson State University Class of 2012 – B.S. Exercise Science with a Minor in Coaching

University of Mary – Master of Science in Sports and Physical Education Administration

Website

www.dsuheritagefoundation.org/bluehawksscholarshipfund

3. Tom Fath

24.

Updated at May 21, 2023

Section 3. Item F.

Submission Date

May 21, 2023

Name

Tom Fath

Home Phone

Cell Phone

Email

Primary Board you are interested in:

Finance Committee

Secondary Board you are interested in:

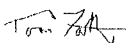
Radio

I am Interested in serving because:

Interest/Recommendation:

I have volunteered for numerous organizations over the years and have been put into fiscal roles within those groups and feel this would be an excellent opportunity to not only give back to my community, but to also learn more about the fiscal in's and out's of how a city is ran.

Signature



Date

May 21, 2023

Resume/Biography Upload



Address
1546 12th St W Dickinson, North Dakota, 58601

Other Boards you may be interested in:

THOMAS D FATH

WORK EXPERIENCE

Employer

Foremost Well Service, LLC
Dickinson, ND

Dates

2021 to present

Job Title

Chief Financial Officer

Duties

Create and manage monthly and annual budgets for all divisions of the business. Oversee and approve all capital expenditures. Manage all office personnel. Forecast continued growth for the business. Oversee all fiscal aspects of the business.

Employer

Choice Financial Group
Dickinson, ND

Dates

2015-2021

Job Title

Location President

Duties

Maintain and grow a loan portfolio consisting of commercial, ag, and real estate lending; including the credit analyzing, selling, and maintenance. Manage the day-to-day operations of the bank and credit decisions of my loan officers. Establish annual budgets and goals for individuals at the bank.

Employer

Dakota Community Bank & Trust
Dickinson, ND

Dates

2006-2015

Job Title

VP/Branch Manager

Duties

Manage all day-to-day operations of the Dickinson North branch, including financial services, insurance, and trust departments. Maintain and grow a loan portfolio consisting of commercial, ag, real estate, and consumer lending; including the credit analyzing, selling, and maintenance. Oversee credit decisions of my loan officers.

EDUCATION

University of Minnesota-Mankato, Mankato, MN – Bachelor of Science with concentrations in Business Management and Marketing

ORGANIZATIONS/ACTIVITIES

Dickinson Girls Fast Pitch Founder
CVB President
Stark Development Board Member
Licensed Guide for Double JJ Outfitters

Past Exalted Ruler of Dickinson Elks 1137
Retired Dickinson Volunteer Fire Department
Amen Food Pantry Board Member
Host Family for the Badlands Big Sticks



Bismarck Office

P

701.323.0200

3712 Lockport Street | Bismarck, ND 58503

August 8, 2023

VIA EMAIL & US MAIL

Gary Zuroff
Public Works Director
3411 Public Works Blvd
Dickinson, ND 58601

Subject: Dickinson Landfill Cell 3B-5 Construction Award Recommendation
City Project #: 202313
Houston Engineering Project No. 6167-0011

Dear Gary:

We have completed our review of the bids for the Cell 3B-5 Construction Project, City Project # 202313. Please find attached the bid tabulation for the two (2) bids that were opened and read aloud on Thursday August 3, 2023.

The bids were evaluated for conformance with the bidder requirements listed in the Instructions to Bidders and the Bid Form. The bids are summarized in the following table:

Contractor	Total Bid (\$)	Amount Greater than low bid (\$)
Martin Construction, Inc.	\$3,671,794.56	\$ -
Veit & Company, Inc.	\$4,276,777.00	\$604,982.44
<i>ENGINEER'S OPCC</i>	<i>\$2,919,214.85</i>	<i>\$(752,579.91)</i>

A detailed summary of the bid responses is provided in the **Attachment A**. The bids were reviewed for accuracy, completeness, and responsiveness. No mathematical errors were observed on any of the bid responses.

The lowest bid was received from Martin Construction, Inc. The documentation provided by Martin Construction, Inc. satisfied the solicitation conditions established in the project manual as follows:

- 1) Receipt of Addendum 1 was acknowledged.
- 2) A valid North Dakota Contractor's License was provided.
- 3) The Bid Form was properly executed with Corporate Acknowledgement provided.

The bid response provided by Martin Construction, Inc. was approximately 16 percent lower than the next lowest bidder and approximately 26 percent higher than the Engineers Opinion of Probable

Construction Cost (OPCC). Comparing the response provided by Martin Construction, Inc. and the Engineers OPCC, major differences were noted for a number of items. Below is a summary of the contract items that represented significant differences from the OPCC.

Item - Description	Engineer OPCC (\$)	Martin Construction, Inc. Bid (\$)	Difference (\$)
Bid Item 3 - Demolition and Removals (Existing Piping)	\$3,438.00	\$72,495.96	\$69,057.96
Bid Item 5 - Salvage and Replace Existing Fence	\$12,825.00	\$108,157.50	\$95,332.50
Bid Item 18 – Re-Compacted Soil Barrier Layer (CV) (P)	\$375,760.00	\$548,072.80	\$172,312.80
Bid Item 23 – Leachate Collection Pipe Cleanout (8" HDPE)	\$46,436.00	\$108,354.74	\$61,918.74
Bid Item 34 – Class 13 Aggregate Surface	\$258,600.00	\$365,488.00	\$106,888.00
		Total	\$505,510.00

The five contract items listed above represent 67% of the difference in value between the OPCC and the response provided by Martin Construction, Inc. The items are a combination of Contractor services consisting of demolition, salvage and earthwork related activities along with Contractor provided materials including various piping and aggregate placement.

We did reach out to Martin Construction, Inc. following the bid opening to acknowledge that they are the low bid and to confirm the bid provided. Based on conversation with representatives from Martin Construction, Inc. we surmise the differences in the demolition and salvage items are likely due to a misunderstanding of the project expectations. Martin Construction, Inc. proposed a unit price of \$31.63 per lineal foot to demolish and remove 2,292 linear feet of existing piping (misc. sizes) that would be mostly exposed by the excavation effort completed under bid item 16 to construct Cell 3B-5. It is unclear what effort would be required to justify the significant cost of this item. Like the piping removals Martin Construction, Inc. proposed a unit price of \$126.50 per lineal foot to remove and replace 855 linear feet of existing onsite fencing. We recognize the tedious nature of this work. However, the value of this work is considerably higher than similar work completed for recently bid projects.

The project involves the placement of re-compacted soil barrier layer (clay) materials on a side-slope with a grade of 2.5:1. This is an uncommon practice in the solid waste industry but necessary for this facility as result of limited onsite materials for liner construction and the need to maximize facility life with increased airspace capacity. The project was developed to include an allotment for additional soil material placement in excess of the project specified liner grades. This project approach was developed to accommodate for the hardship and difficulties of constructing the proposed side-slope liner on a 2.5:1

grade. The additional materials were provided to over-construct the landfill base liner grades to an approximate 3:1 grade accommodating the Contractors ability to remove the excess materials to establish the 2.5:1 side-slope for constructability. The cost provided for clay liner placement does not appear consistent with recently bid projects for similar work when considering the project accommodation of additional materials to aid in constructability.

The provided costs associated with the piping and aggregate materials are significantly higher than similar items recently bid on other landfill projects in the region. We recognize that the inflated pricing may be influenced by local pressure regarding material availability.

A major component of the inflated project pricing is likely related to the abbreviated project schedule. The project was advertised with a substantial completion date of May 31, 2024. Considering the uncertainty of Spring 2024 conditions the proposed substantial completion date necessitated most of the project work being completed during the 2023 construction season.

The project was bid late in the 2023 construction season as result of necessary approvals for the North Dakota Department of Environmental Quality (NDDEQ) for project permitting and related restrictions for project funding from the North Dakota Clean Water State Revolving Fund (CWSRF) program. The project was first advertised on July 12, 2023. As detailed in the advertisement to bidders a non-mandatory pre-bid meeting was scheduled for July 20, 2023. In total ten (10) prospective bidders downloaded plans for the project. However, only one (1) prime bidder attended the pre-bid meeting. We suspect that the aggressive project schedule likely reduced interest in the project leading to only two (2) prospective contractors providing bid responses to the City.

It is our recommendation that the City of Dickinson reject the responses provided based on the unaffordable nature of the proposed total project cost. Per our review of the responses provided it is apparent that a number of factors lead to the limited interest and increased pricing for the project. Rebidding the project later this year, identifying a longer construction window during the 2024 construction season, may result in additional project interest.

HEI has communicated with facility staff regarding a delay to the construction of Cell 3B-5. Based on those conversations the facility will not be impacted from an operational perspective with the proposed project delay.

If you have any questions or require additional information, please contact me at (763) 493-6660 or by e-mail at dmcalpine@houstoneng.com.

Sincerely,

HOUSTON ENGINEERING, INC.



Dennis McAlpine, PE
Project Manager

Attachment

cc: HEI – Bismarck



CITY OF DICKINSON, ND

Attachment A - BIDDER PROPOSALS BID TABULATION

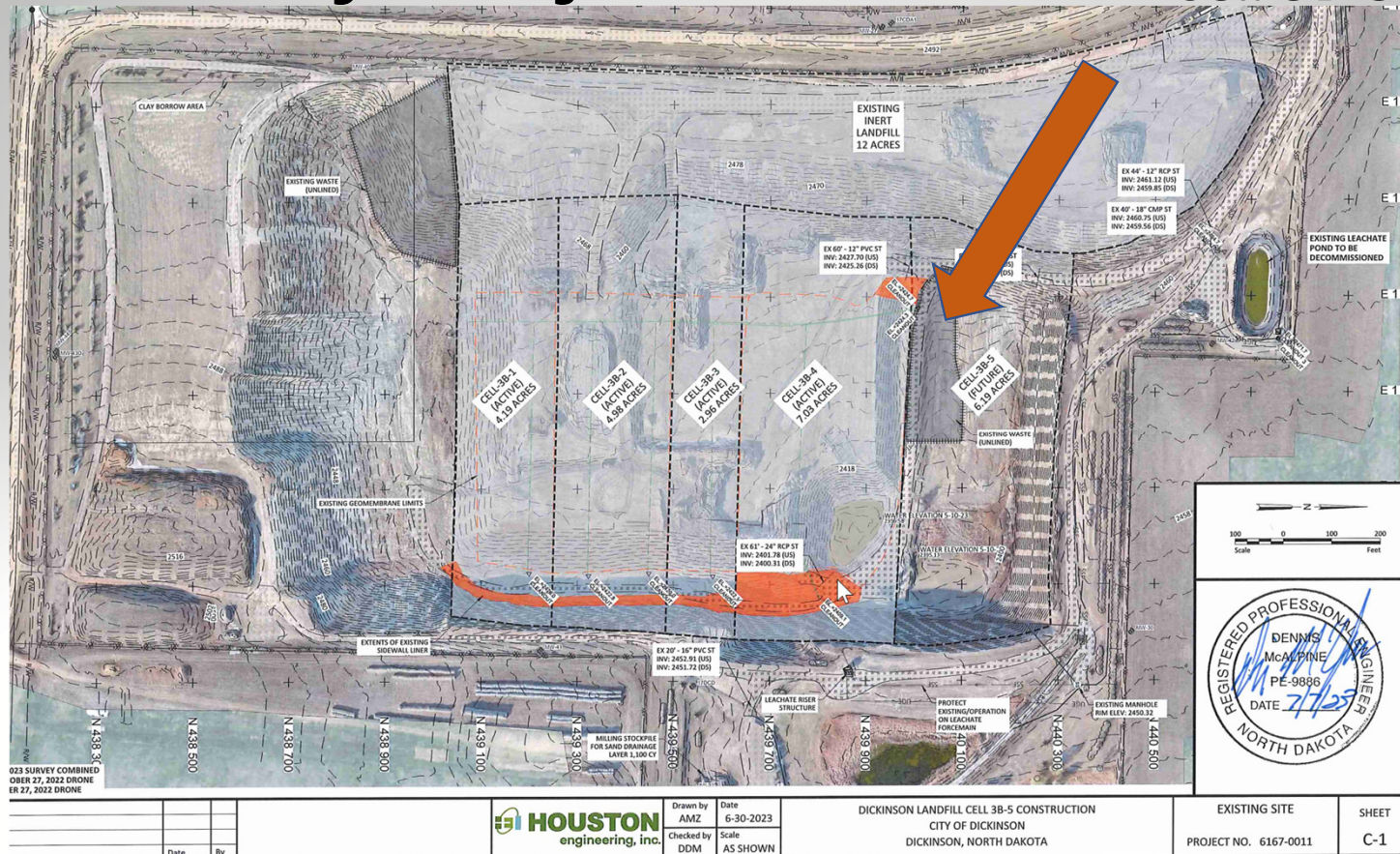
Cell 3B-5 Construction Project

City Project 202313

Item #	Spec Ref#	Item Description	Unit	Quantity	Engineers Estimate		Martin Construction, Inc.		Veit & Company, Inc.		Average	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	SP1	Mobilization & Demobilization	LS	1	\$264,069.35	\$264,069.35	\$309,480.73	\$309,480.73	\$989,768.00	\$989,768.00	\$649,624.37	\$649,624.37
2	SP2	Clearing and Grubbing	LS	1	\$5,000.00	\$5,000.00	\$14,250.00	\$14,250.00	\$10,000.00	\$10,000.00	\$12,125.00	\$12,125.00
3	SP3	Demolition and Removals (Existing Piping)	LF	2292	\$1.50	\$3,438.00	\$31.63	\$72,495.96	\$12.00	\$27,504.00	\$21.82	\$49,999.98
4	SP4	Demolition and Removals (Existing Site Fencing)	LF	893	\$5.00	\$4,465.00	\$27.50	\$24,557.50	\$10.00	\$8,930.00	\$18.75	\$16,743.75
5	SP5	Salvage and Replace Existing Fence	LF	855	\$15.00	\$12,825.00	\$126.50	\$108,157.50	\$15.00	\$12,825.00	\$70.75	\$60,491.25
6	SP6	Demolition and Removals (Existing Leachate Pond Geomembrane)	SY	2037	\$5.00	\$10,185.00	\$5.20	\$10,592.40	\$2.00	\$4,074.00	\$3.60	\$7,333.20
7	SP7	Salvage Existing Gravel Surfacing (CV) (1-foot depth)	CY	818	\$10.00	\$8,180.00	\$14.49	\$11,852.82	\$7.00	\$5,726.00	\$10.75	\$8,789.41
8	SP8	Leachate Conveyance Manhole Modification	LS	1	\$5,000.00	\$5,000.00	\$7,607.50	\$7,607.50	\$2,000.00	\$2,000.00	\$4,803.75	\$4,803.75
9	SP9	Watering for Construction/Dust Control	1000 GAL	1536.8	\$25.00	\$38,420.00	\$44.24	\$67,988.03	\$70.00	\$107,576.00	\$57.12	\$87,782.02
10	SP10	Haul Road Maintenance	LS	1	\$10,000.00	\$10,000.00	\$20,100.00	\$20,100.00	\$130,200.00	\$130,200.00	\$75,150.00	\$75,150.00
11	SP11	Stormwater/Leachate Control & Removal	LS	1	\$25,000.00	\$25,000.00	\$15,538.00	\$15,538.00	\$40,000.00	\$40,000.00	\$27,769.00	\$27,769.00
12	SP12	Test Pit Excavation	HR	40	\$200.00	\$8,000.00	\$491.25	\$19,650.00	\$800.00	\$32,000.00	\$645.63	\$25,825.00
13	SP13	Muck Excavation (CV)	CY	6,500	\$8.00	\$52,000.00	\$10.57	\$68,705.00	\$15.00	\$97,500.00	\$12.79	\$83,102.50
14	SP14	Waste Excavation (LV)	CY	500	\$8.00	\$4,000.00	\$28.94	\$14,470.00	\$10.00	\$5,000.00	\$19.47	\$9,735.00
15	SP15	Subgrade Correction (CV)	CY	5,000	\$15.00	\$75,000.00	\$8.90	\$44,500.00	\$10.00	\$50,000.00	\$9.45	\$47,250.00
16	SP16	Common Excavation (CV) (P)	CY	221,909	\$4.50	\$998,590.50	\$4.82	\$1,069,601.38	\$4.00	\$887,636.00	\$4.41	\$978,618.69
17	SP17	HDPE Geomembrane Liner (60 mil)	SY	20,343	\$9.00	\$183,087.00	\$9.19	\$186,952.17	\$12.00	\$244,116.00	\$10.60	\$215,534.09
18	SP18	Re-Compacted Soil Barrier Layer (CV) (P)	CY	53,680	\$7.00	\$375,760.00	\$10.21	\$548,072.80	\$12.00	\$644,160.00	\$11.11	\$596,116.40
19	SP19	Sand Drainage Layer (placement only)	CY	7,151	\$10.00	\$71,510.00	\$11.54	\$82,522.54	\$14.00	\$100,114.00	\$12.77	\$91,318.27
20	SP20	Leachate Collection Trench (includes fabric, 8" HDPE perf pipe & rock)	LF	866	\$240.00	\$207,840.00	\$121.90	\$105,565.40	\$163.00	\$141,158.00	\$142.45	\$123,361.70
21	SP20	Leachate Collection Drainage Wrap (includes fabric & rock)	LF	387	\$162.00	\$62,694.00	\$56.27	\$21,776.49	\$92.00	\$35,604.00	\$74.14	\$28,690.25
22	SP20	Leachate Collection Pipe Cleanout (6" HDPE)	LF	423	\$32.00	\$13,536.00	\$79.77	\$33,742.71	\$50.00	\$21,150.00	\$64.89	\$27,446.36
23	SP20	Leachate Collection Pipe Cleanout (8" HDPE)	LF	1,222	\$38.00	\$46,436.00	\$88.67	\$108,354.74	\$50.00	\$61,100.00	\$69.34	\$84,727.37
24	SP20	Leachate Collection Cleanout Pipe Extension (6" PVC DR-17)	LF	376	\$38.00	\$14,288.00	\$128.65	\$48,372.40	\$40.00	\$15,040.00	\$84.33	\$31,706.20
25	SP20	Leachate Sump Riser Pipe Perforated (24" HDPE)	LF	5	\$350.00	\$1,750.00	\$1,227.68	\$6,138.40	\$2,000.00	\$10,000.00	\$1,613.84	\$8,069.20
26	SP20	Leachate Sump Riser Pipe Solid (24" HDPE)	LF	231	\$240.00	\$55,440.00	\$242.03	\$55,908.93	\$240.00	\$55,440.00	\$241.02	\$55,674.47
27	SP21	Bollards	EA	8	\$1,100.00	\$8,800.00	\$1,543.81	\$12,350.48	\$500.00	\$4,000.00	\$1,021.91	\$8,175.24
28	SP22	Amended Seed Bed	SF	143,400	\$0.06	\$8,604.00	\$0.39	\$55,926.00	\$0.15	\$21,510.00	\$0.27	\$38,718.00
29	City	15" RCP Culvert	LF	75	\$85.00	\$6,375.00	\$160.58	\$12,043.50	\$105.00	\$7,875.00	\$132.79	\$9,959.25

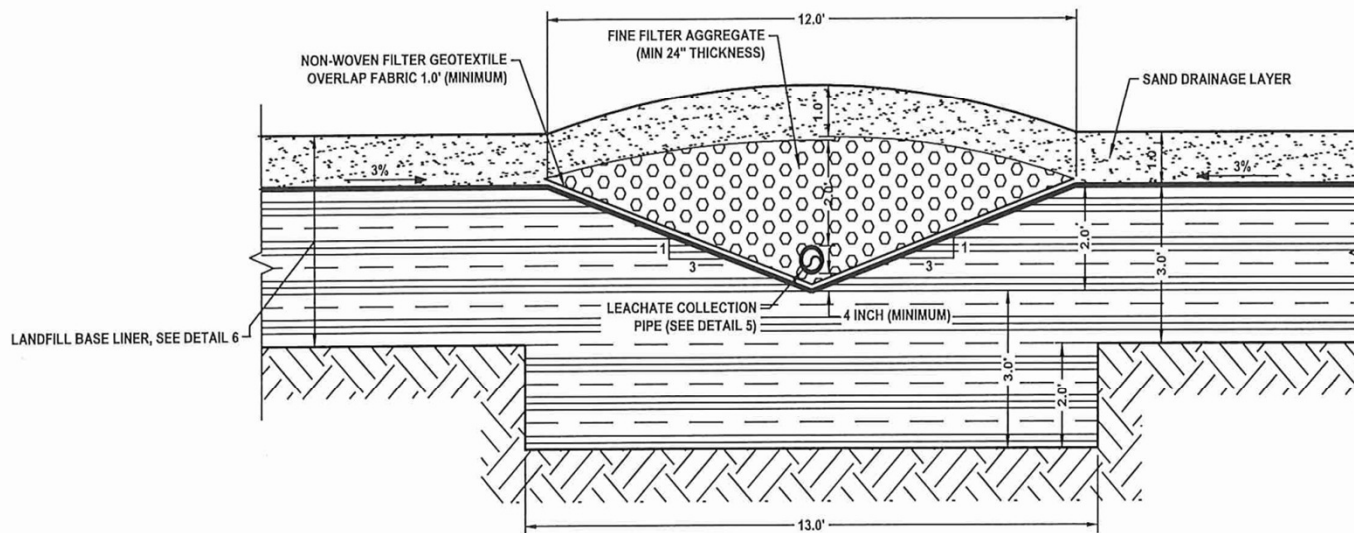
Item #	Spec Ref#	Item Description	Unit	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
30	City	18" RCP Culvert	LF	389	\$ 95.00	\$ 36,955.00	\$ 171.97	\$ 66,896.33	\$ 92.00	\$ 35,788.00	\$ 131.99	\$ 51,342.17
31	City	15" RCP Apron	EA	2	\$ 1,100.00	\$ 2,200.00	\$ 979.66	\$ 1,959.32	\$ 1,500.00	\$ 3,000.00	\$ 1,239.83	\$ 2,479.66
32	City	18" RCP Apron	EA	12	\$ 1,300.00	\$ 15,600.00	\$ 1,185.32	\$ 14,223.84	\$ 2,000.00	\$ 24,000.00	\$ 1,592.66	\$ 19,111.92
33	City	Rip Rap	TON	12	\$ 110.00	\$ 1,320.00	\$ 316.14	\$ 3,793.68	\$ 230.00	\$ 2,760.00	\$ 273.07	\$ 3,276.84
34	City	Class 13 Aggregate Surface	TON	8,620	\$ 30.00	\$ 258,600.00	\$ 42.40	\$ 365,488.00	\$ 41.50	\$ 357,730.00	\$ 41.95	\$ 361,609.00
35	City	Silt Fence	LF	1,065	\$ 3.20	\$ 3,408.00	\$ 1.93	\$ 2,055.45	\$ 3.00	\$ 3,195.00	\$ 2.47	\$ 2,625.23
36	City	9-inch Straw Wattles	LF	500.00	\$ 2.67	\$ 1,335.00	\$ 4.29	\$ 2,145.00	\$ 4.00	\$ 2,000.00	\$ 4.15	\$ 2,072.50
37	City	Temporary Erosion Control Blanket	SY	250.00	\$ 3.00	\$ 750.00	\$ 3.85	\$ 962.50	\$ 5.00	\$ 1,250.00	\$ 4.43	\$ 1,106.25
38	City	Seeding, Mulch, Fertilizer & Disk Anchoring	SF	143,400	\$ 0.03	\$ 4,302.00	\$ 0.17	\$ 24,378.00	\$ 0.20	\$ 28,680.00	\$ 0.19	\$ 26,529.00
39	SP20	Leachate Collection Drainage Wrap 8" HDPE perf pipe	LF	254	\$ 38.00	\$ 9,652.00	\$ 57.19	\$ 14,526.26	\$ 92.00	\$ 23,368.00	\$ 74.60	\$ 18,947.13
40	SP23	Stormwater Stand-pipe Assembly	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 11,193.78	\$ 11,193.78	\$ 20,000.00	\$ 20,000.00	\$ 15,596.89	\$ 15,596.89
41	City	4" Gate Valve with Stem Riser and Box	EA	1	\$ 1,800.00	\$ 1,800.00	\$ 6,899.02	\$ 6,899.02	\$ 3,000.00	\$ 3,000.00	\$ 4,949.51	\$ 4,949.51
		PROJECT NO. 202313 TOTAL BID AMOUNT				\$2,919,214.85		\$ 3,671,794.56		\$4,276,777.00		\$3,974,285.78
		BID AMOUNT AS READ DURING BID OPENING						\$ 3,671,794.56		\$ 4,276,777.00		
		DIFFERENCE FROM READ BID						\$ 0.00		\$0.00		
		DIFFERENCE FROM LOWEST BID				\$ (752,579.71)		\$ -		\$ 604,982.44		
		DIFFERENCE FROM LOWEST BID (%)				-26%		0%		16%		
		DIFFERENCE FROM ENGINEER'S ESTIMATE				\$ -		\$ (752,579.71)		\$ (1,357,562.15)		
		DIFFERENCE FROM ENGINEER'S ESTIMATE (%)						26%		47%		

City Project #202313 Cell 3B-5

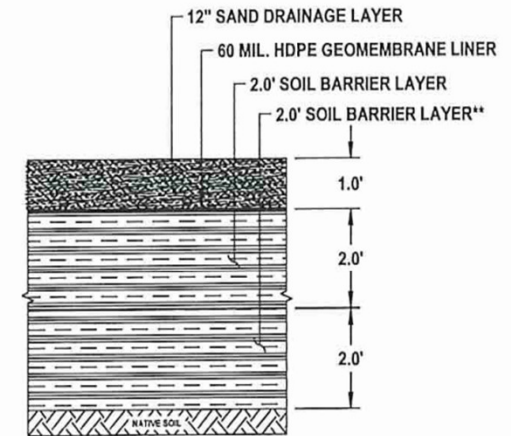


City Project #202313

(B) RISER PIPE SECTION
D-2 NOT TO SCALE (PIPING AS SHOWN NEAR LEACHATE SUMP)



(C) LEACHATE COLLECTION TRENCH
D-2 NOT TO SCALE



NOTE:
BASE LINER ON CELL FLOOR IS SMOOTH, LINER ABOVE
CELL FLOOR IS TEXTURED.

** ADDITIONAL 2-FEET IN AREAS REQUIRING SUBGRADE
CORRECTION PER REMOVAL OF UNSUITABLE MATERIALS
OR THE LINER BEING PLACED ATOP OLD WASTE

(D) LANDFILL BASE LINER
D-1 NOT TO SCALE

City Project #202313

Contractor	Total Bid (\$)	Amount Greater than low bid (\$)
Martin Construction, Inc.	\$3,671,794.56	\$ -
Veit & Company, Inc.	\$4,276,777.00	\$604,982.44
ENGINEER'S OPCC	\$2,919,214.85	\$(752,579.91)

Item - Description	Engineer OPCC (\$)	Martin Construction, Inc. Bid (\$)	Difference (\$)
Bid Item 3 - Demolition and Removals (Existing Piping)	\$3,438.00	\$72,495.96	\$69,057.96
Bid Item 5 - Salvage and Replace Existing Fence	\$12,825.00	\$108,157.50	\$95,332.50
Bid Item 18 – Re-Compacted Soil Barrier Layer (CV) (P)	\$375,760.00	\$548,072.80	\$172,312.80
Bid Item 23 – Leachate Collection Pipe Cleanout (8" HDPE)	\$46,436.00	\$108,354.74	\$61,918.74
Bid Item 34 – Class 13 Aggregate Surface	\$258,600.00	\$365,488.00	\$106,888.00
		Total	\$505,510.00



Works



JUNE & JULY 2023 MONTHLY REPORT

OUR SERVICES



Sewer & Stormwater



Street Maintenance



Fleet Maintenance



Buildings & Grounds



Drinking Water



**Wastewater
Treatment/Reuse
Water**



Regional Landfill



**Garbage/Recycling
Collection**



Forestry

Capital Projects

Mausoleum Addition

Project Progress – June & July 2023

- ✓ Walkthroughs were completed.
- ✓ Punch list items were identified.
- ✓ Mausoleum is scheduled to be completed by Mid August.
- ✓ Finishing the installation of security cameras with IT Department.



Capital Projects

Mausoleum Addition



Special Events - June



Public Works Family Fun day – June 29th at Dickinson Legacy Square



Special Events

Backyard Buckets

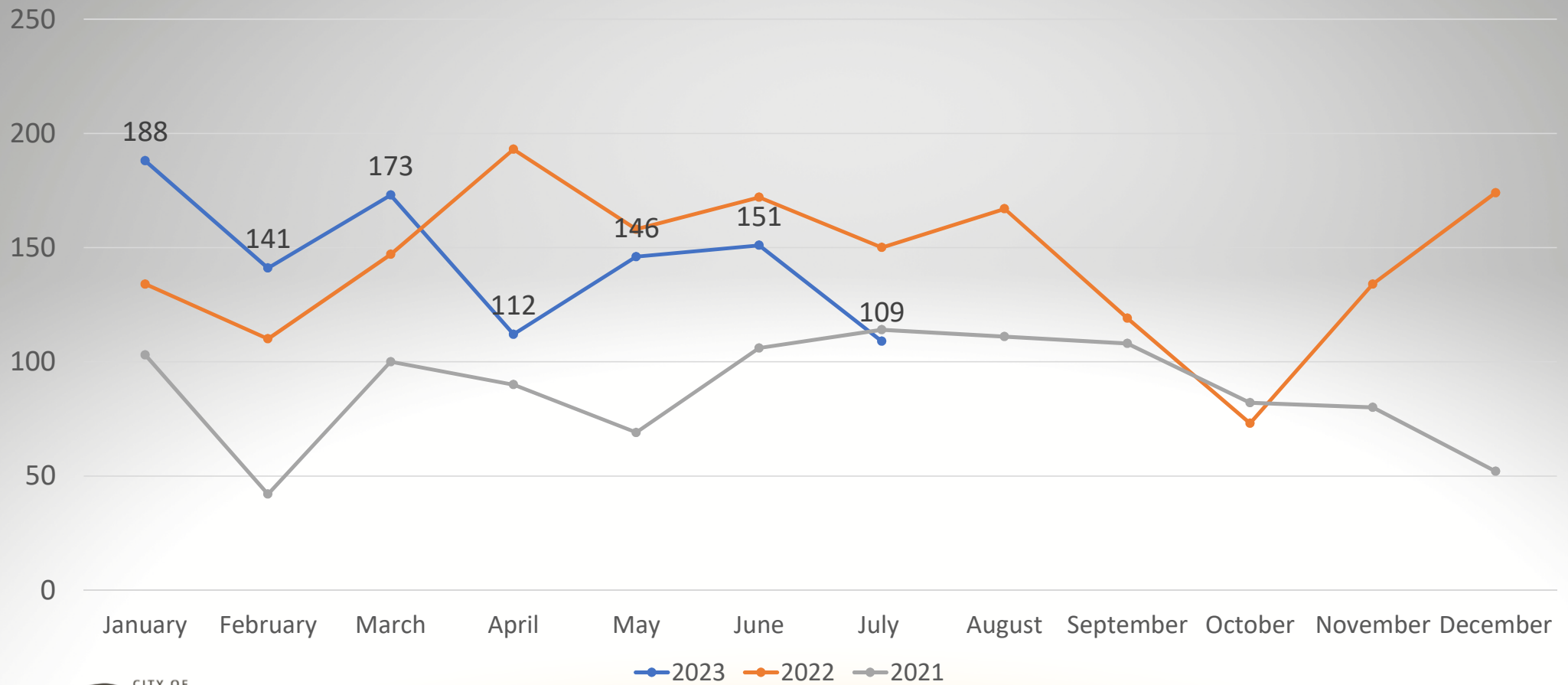
June 24th – Backyard Buckets Workshop. Heidi Marxen gave information about noxious weeds.

July 22nd – Backyard Buckets Workshop. Rachel Shumaker gave information on vermicomposting.

August 19th – Backyard Buckets Workshop will be with Kurt Froehlich talking about winterizing your lawn.

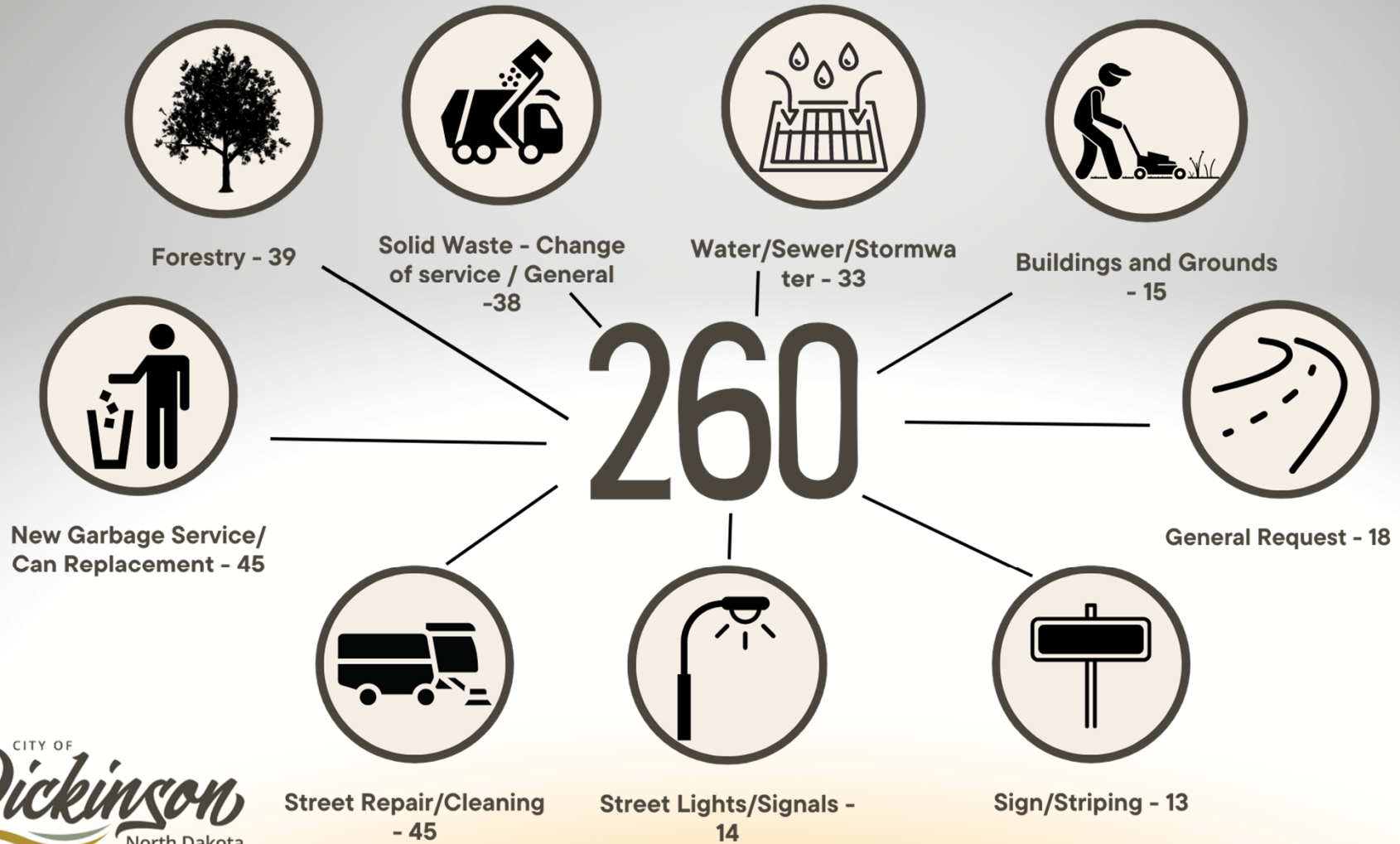


SERVICE REQUEST BY MONTH



1,020 Service Requests in 2023

Overview – June and July Service Requests



Buildings & Grounds

Roof Repairs on the Ridgeway Church



CITY OF
Dickinson
North Dakota



Buildings & Grounds

South Heart Depot



Both buildings received new roofs this summer.



Gorham Store

Buildings & Grounds

June and July Update

- One fulltime employee and three seasonal employees worked on upkeep of cemeteries
- Two fulltime employees and nine seasonal employees mowed right of ways, ditches and any other city owned property
- Two fulltime employees concentrated on spraying weeds and vector control



JUNE

- REPLACED AND PLANTED
VARIOUS SPECIES OF TREES
DOWNTOWN
- BEAUTIFICATION COMMITTEE
MEETING AND ORGANIZATION OF
PLANTING BLACK PLANTERS



Forestry



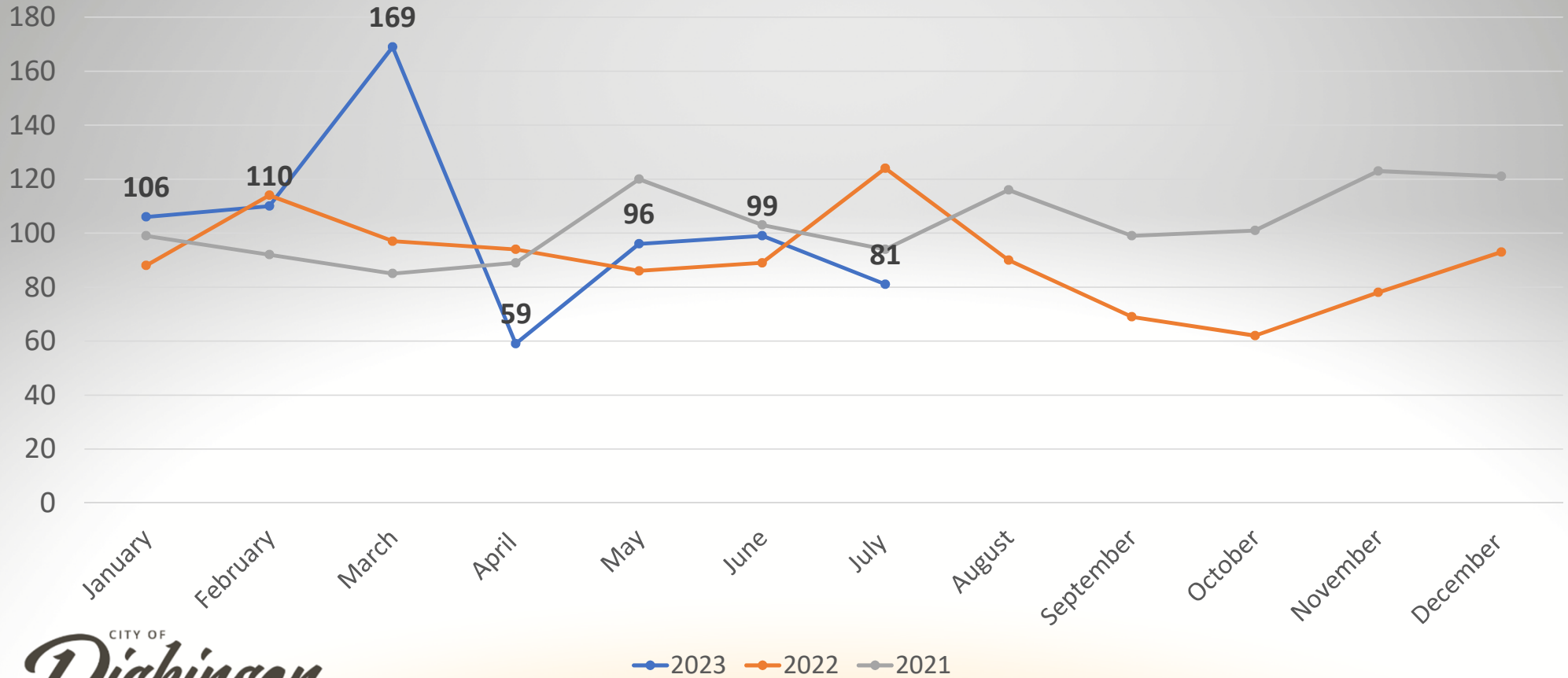
Forestry

JULY

- ESTABLISHED EAB TRAPS (EMERALD ASH BORER)
- AWARDED \$10,000 AMERICA THE BEAUTIFUL GRANT FOR REMOVAL OF DISEASED ELM & DECLINING ASH TREES.
- COLLABORATED WITH DICKINSON PARKS AND REC TO REMOVE 12 DISEASED ELM TREES FROM MEMORIAL PARK
- ASSISTED THE STREET DEPARTMENT WITH CLEARING ALL ALLEYWAYS EAST OF HIGHWAY 22 OF TREES AND VEGETATION
- COMPLETED TWO SPECIAL ASSESSMENT DISEASED ELM TREE REMOVALS ON PRIVATE PROPERTY
- GUEST SPEAKER AT NDSU ANNUAL FIELD DAY AND SPOKE ON EMERALD ASH BORER



Fleet Work Orders



720 Work Orders in 2023

Overview – Fleet Work orders

SOLID WASTE

42

STREET

37

POLICE

34

WATER UTILITIES

26

B&G

23

FLEET

5

FORESTRY

5

MUSEUM

3

ENGINEERING

2

FIRE

2

INSPECTIONS

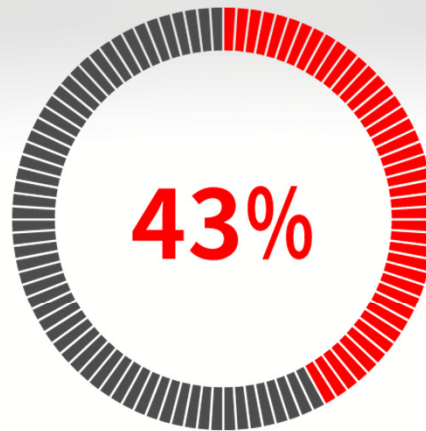
2

UNLEADED



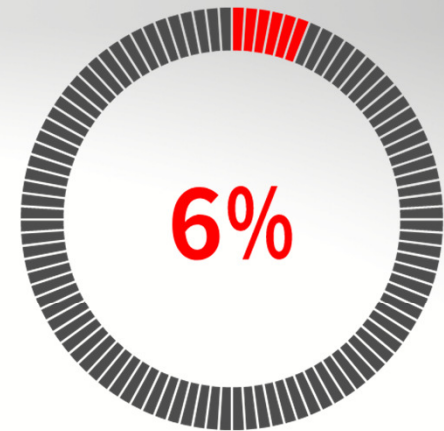
11,197 GALLONS

Fuel CLEAR DIESEL



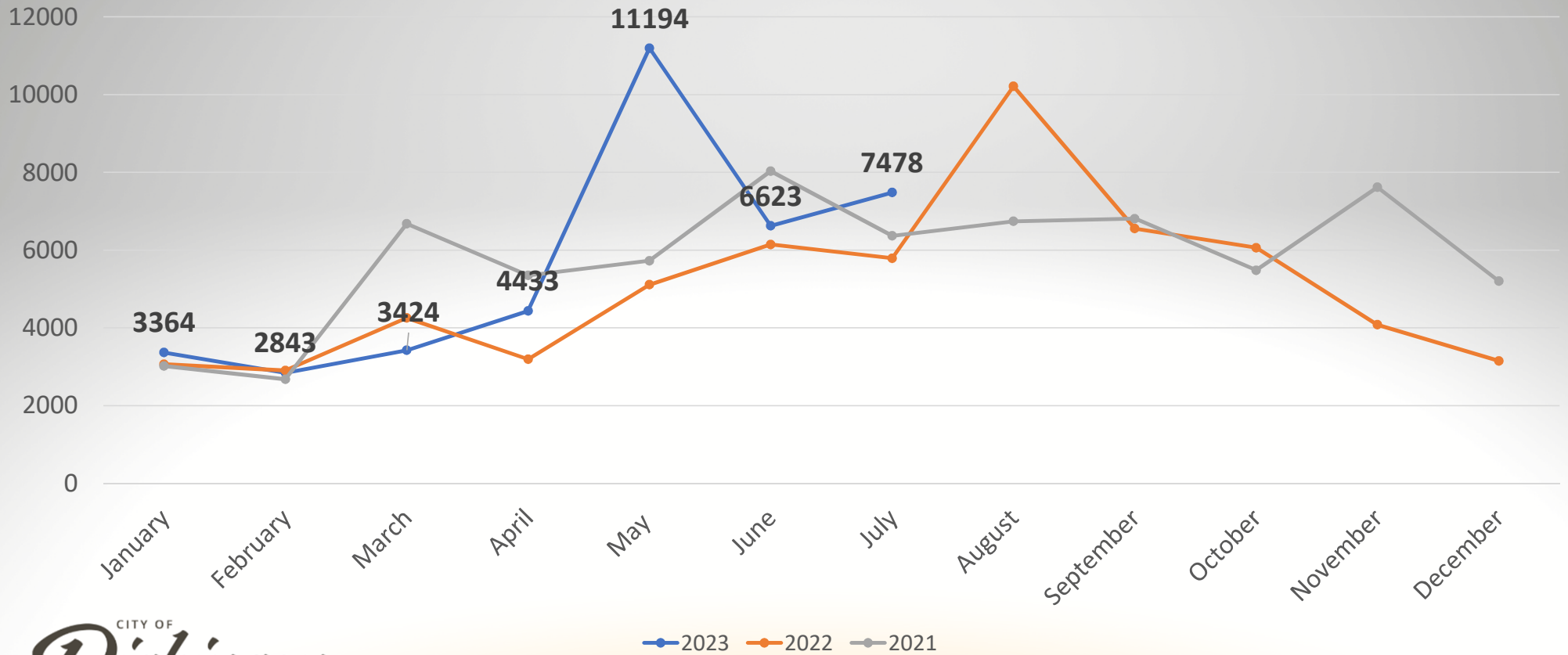
9,636 GALLONS

DYED DIESEL



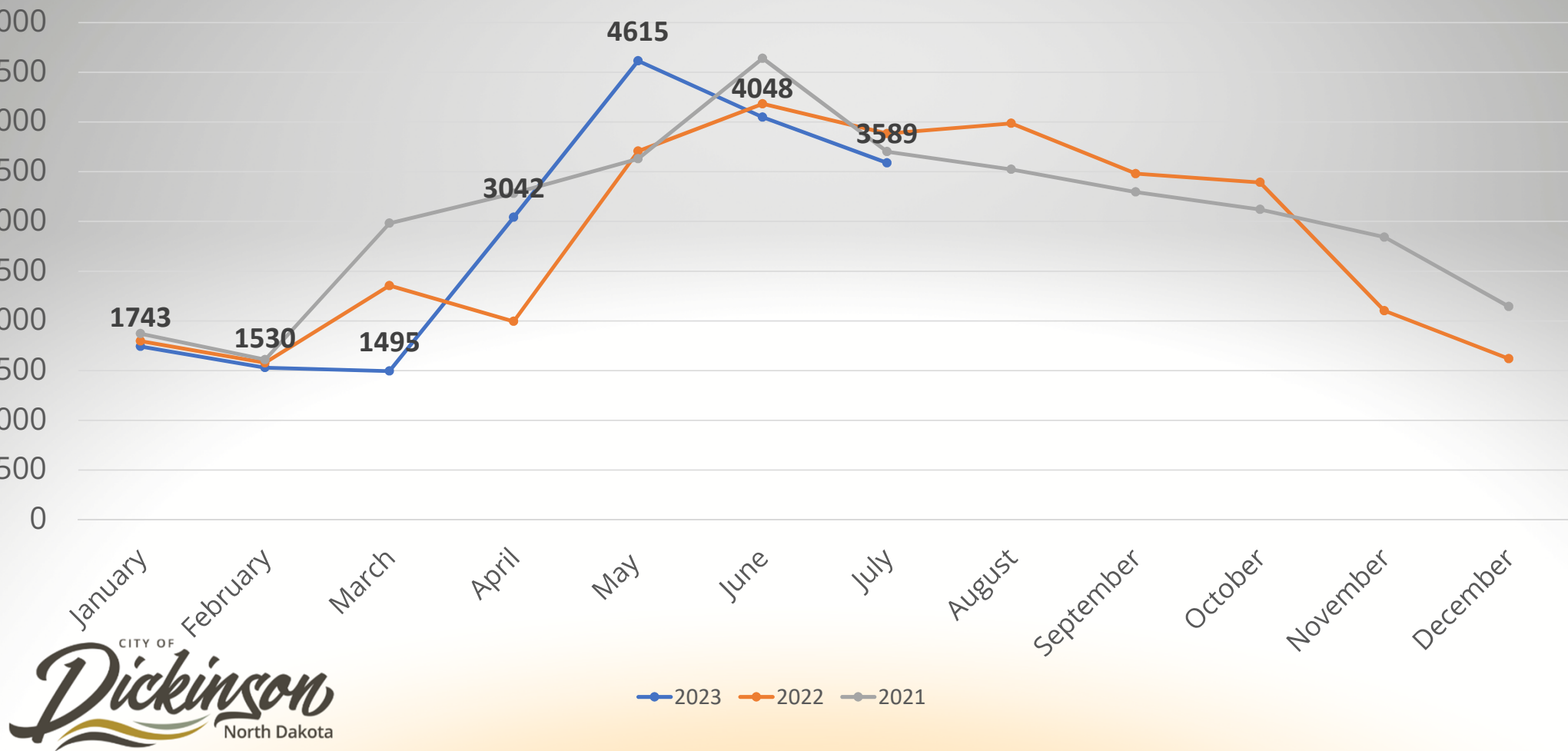
1,248 GALLONS

Solid Waste – Overall Tonnages



39,358 Tons in 2023

Scale Transactions



Solid Waste

JUNE

WATER PUMPED FROM LANDFILL
LIFT STATION TO WRF

907,222 GALLONS OF STORMWATER
34,400 GALLONS OF LEACHATE

JULY

WATER PUMPED FROM LANDFILL
LIFT STATION TO WRF

588,377 GALLONS OF STORMWATER
13,100 GALLONS OF LEACHATE

Solid Waste - July



While dumping a commercial can, the driver noticed a person was in the can and got dumped into the back of his truck and called authorities.

The man was not harmed.

Solid Waste is looking into taking several precautions of additional screens and locks for cans.

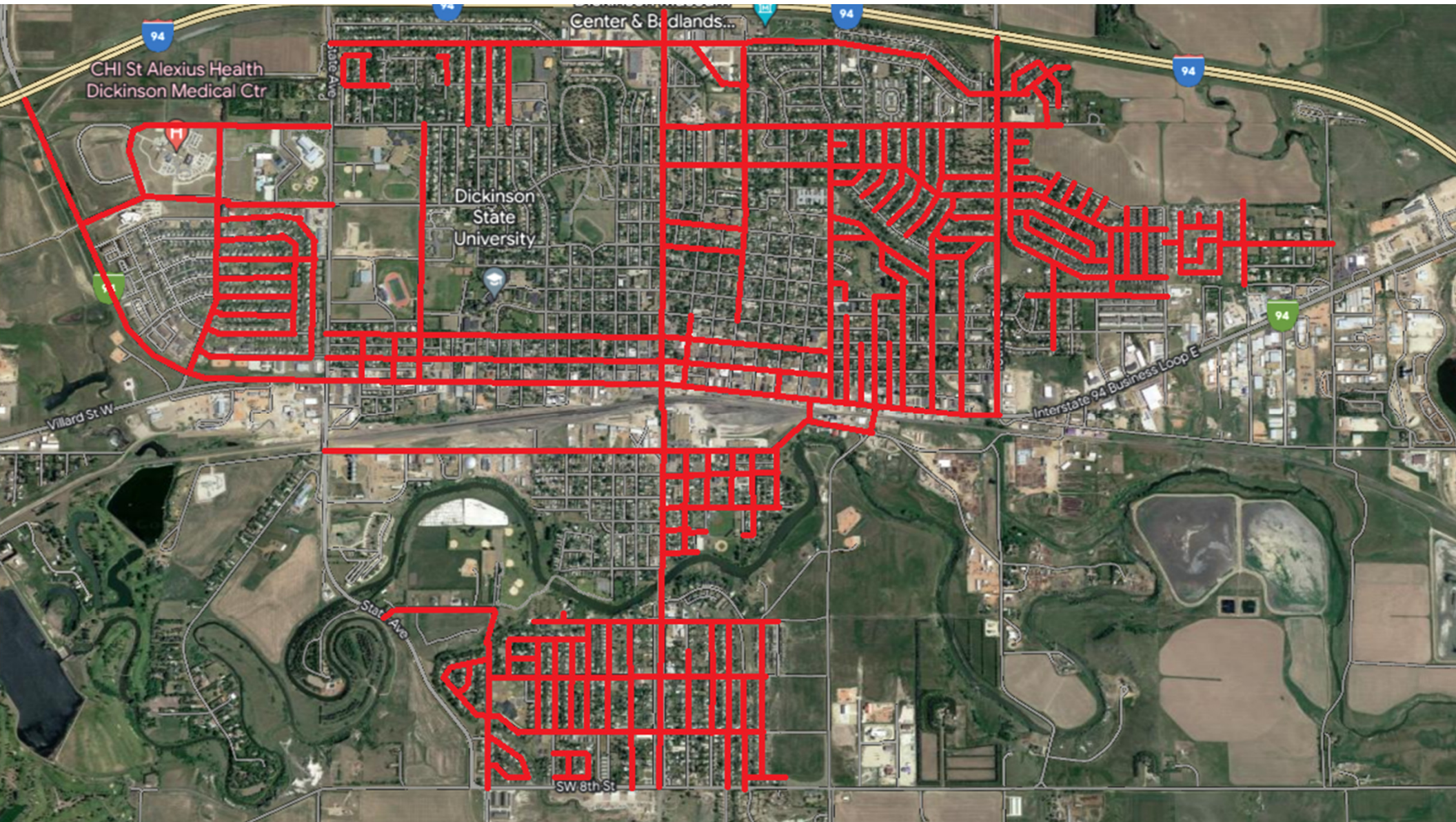
Street

- Started to Dura-patch end of May.
- Since then, we have used 6,500 Gallons of Oil.



SUPERVISOR
HIRNING
DURAPATCHING





Street

PUT UP FLAGS TO
CELEBRATE JULY 4TH



REPAINTED CROSS
WALKS, AND ALL
SCHOOL CURBING

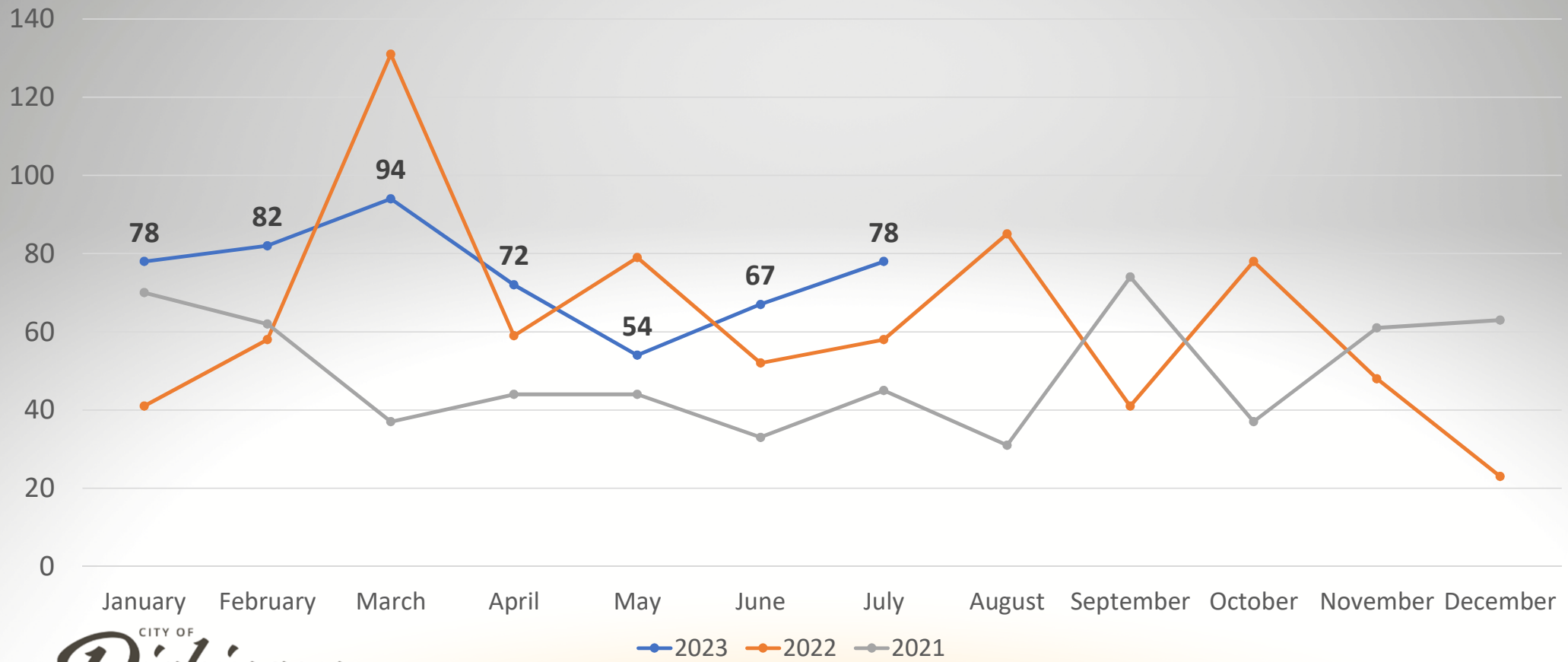


Street

644P Wheel Loader arrived in July

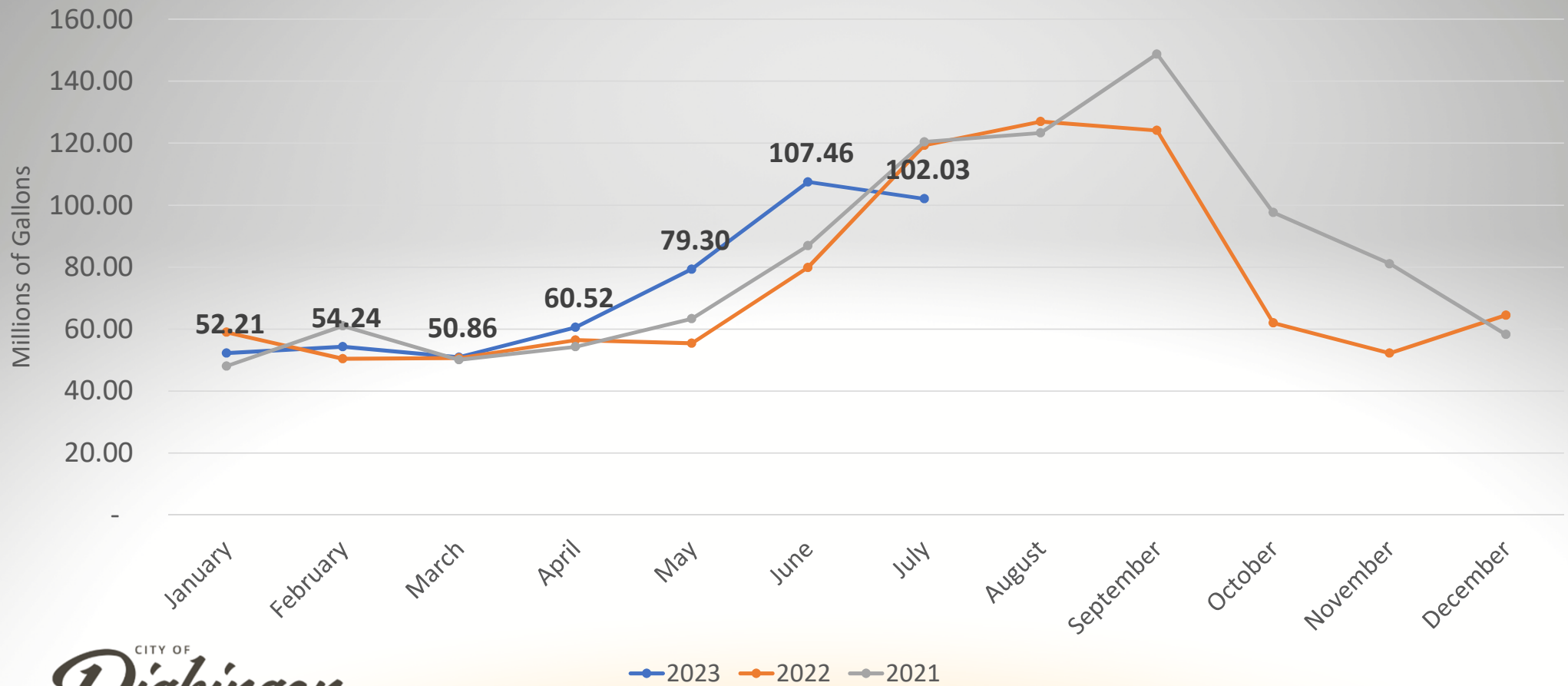


Utility Billing Work Orders



525 UB Work Orders in 2023

Southwest Water Authority



506,618,770 Gallons in 2023

Water Utilities



22 Lift Stations in Dickinson

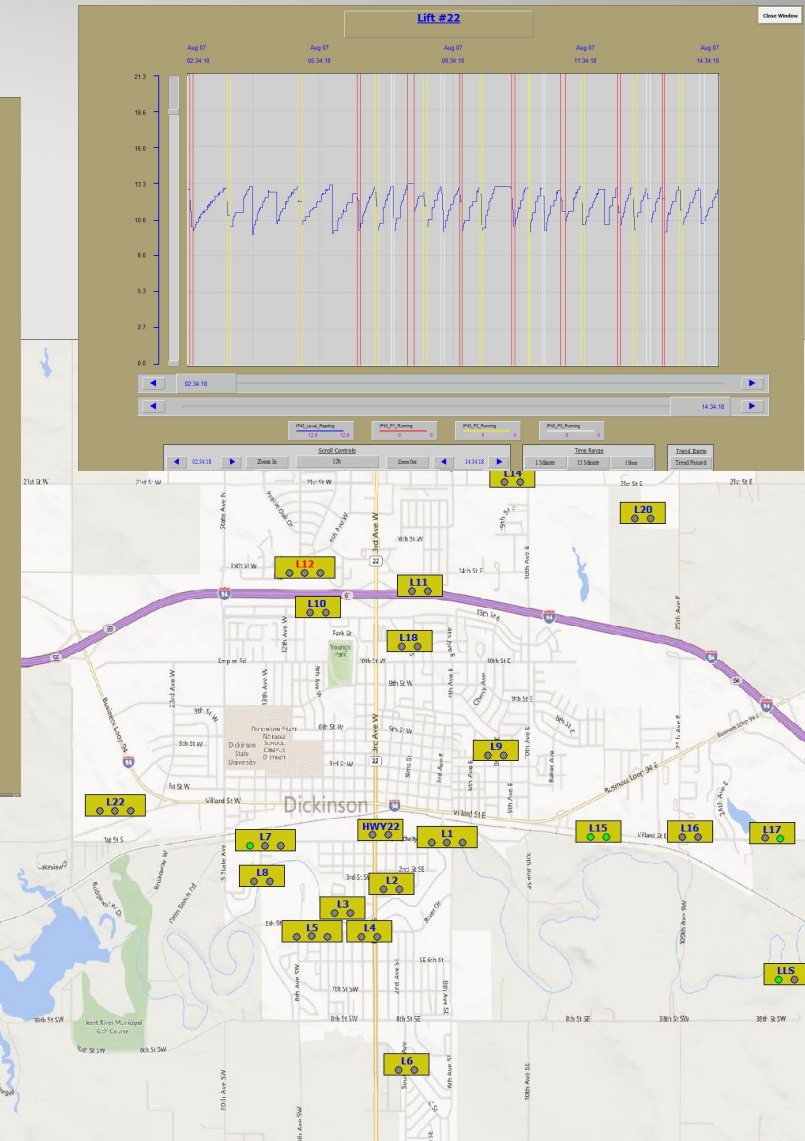
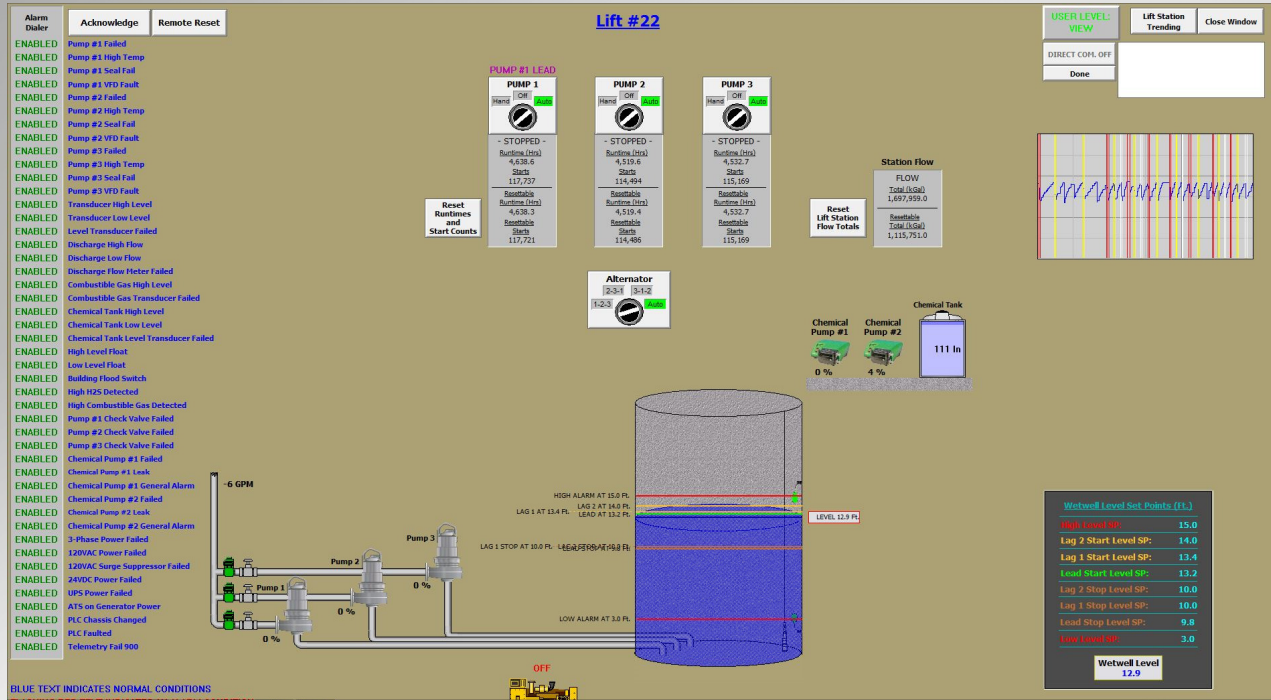
- We handle the regular maintenance of:
 - Mowing
 - Building upkeep
 - Pump Maintenance (51 Pumps)
 - Clean wet wells



14 PUMP PULLS IN 2023

Wet wells are 15-30 feet deep. Safety requirements such as H₂S Monitoring and Fall Protection are in place.

Water Utilities - SCADA



Water Reclamation Facility Digesters

UNWANTED CHEMICALS
INTRODUCED THROUGH
SEWER SYSTEM
BECOMES HAZARDOUS
TO OUR OPERATORS
AND CAUSES FOAMING
ISSUES



Water Utilities – Total Effluent

EFFLUENT TO HEART RIVER  116 MILLION GALLONS

EFFLUENT WATER SOLD  17 MILLION GALLONS

EFFLUENT TO STORAGE  9 MILLION GALLONS



142 Million Gallons in June & July

Water Utilities – Land Applied Sludge



JUNE
80 LOADS
39 HOURS
468,846 GALLONS

JULY
226 LOADS
101 HOURS
1,326,158 GALLONS

June Callout and Overtime Hours

FORESTRY 6.5 HOURS

- PUBLIC WORKS FAMILY FUN DAY

BUILDINGS & GROUNDS 90 HOURS

- SETTING UP LEGACY SQUARE
- RAISE AND LOWER FLAGS
- PUBLIC WORKS FAMILY FUN DAY

STREET DEPARTMENT 48 HOURS

- POWER OUTAGE
- PUBLIC WORKS FAMILY FUN DAY
- RAISE AND LOWER FLAGS
- TRAINING

WATER UTILITIES 171.75 HOURS

- LIFT STATION WEEKEND CHECKS
- WATER MAIN OFF AND ON
- PUBLIC WORKS FAMILY FUN DAY
- FLAGS REMOVAL
- LIFT STATION MAINTENANCE
- LAND APPLY SLUDGE

SOLID WASTE 234.25 HOURS

- EXTENDED SHIFTS
- SCALE
- PUBLIC WORKS FAMILY FUN DAY
- EXTENDED ROUTES
- DROP SITES
- WEEKEND HOURS
- EXTENDED BALING HOURS

July Callout and Overtime Hours

FORESTRY 12 HOURS

- LEGACY SQUARE

BUILDINGS & GROUNDS 16.25 HOURS

- SETTING UP LEGACY SQUARE
- CALL OUTS

STREET DEPARTMENT 74 HOURS

- PARADE
- LEGACY SQUARE
- PD CALLOUTS

WATER UTILITIES 209.75 HOURS

- LIFT STATION WEEKEND CHECKS
- WATER MAIN OFF AND ON
- LEGACY SQUARE
- LIFT STATION MAINTENANCE
- LAND APPLY SLUDGE

SOLID WASTE 144.50 HOURS

- EXTENDED SHIFTS
- SCALE
- EXTENDED ROUTES
- DROP SITES
- EXTENDED BALING HOURS



APPLY NOW

SOLID WASTE

SOLID WASTE OPERATOR (3)

FLEET DEPT.

MECHANIC (1)

STREET DEPT.

STREET MAINTENANCE OPERATOR (4)
STREET MAINTENANCE FOREMAN (1)

New Staff

Welcome to the Public Works team!



Gavin Holstein
Street Maintenance Operator



Avery Dutton
Street Maintenance Operator



Kailie Ryan
Scale Service Representative



Braden Racht
Seasonal Forestry Laborer



Tuff Kling
Utility Operator





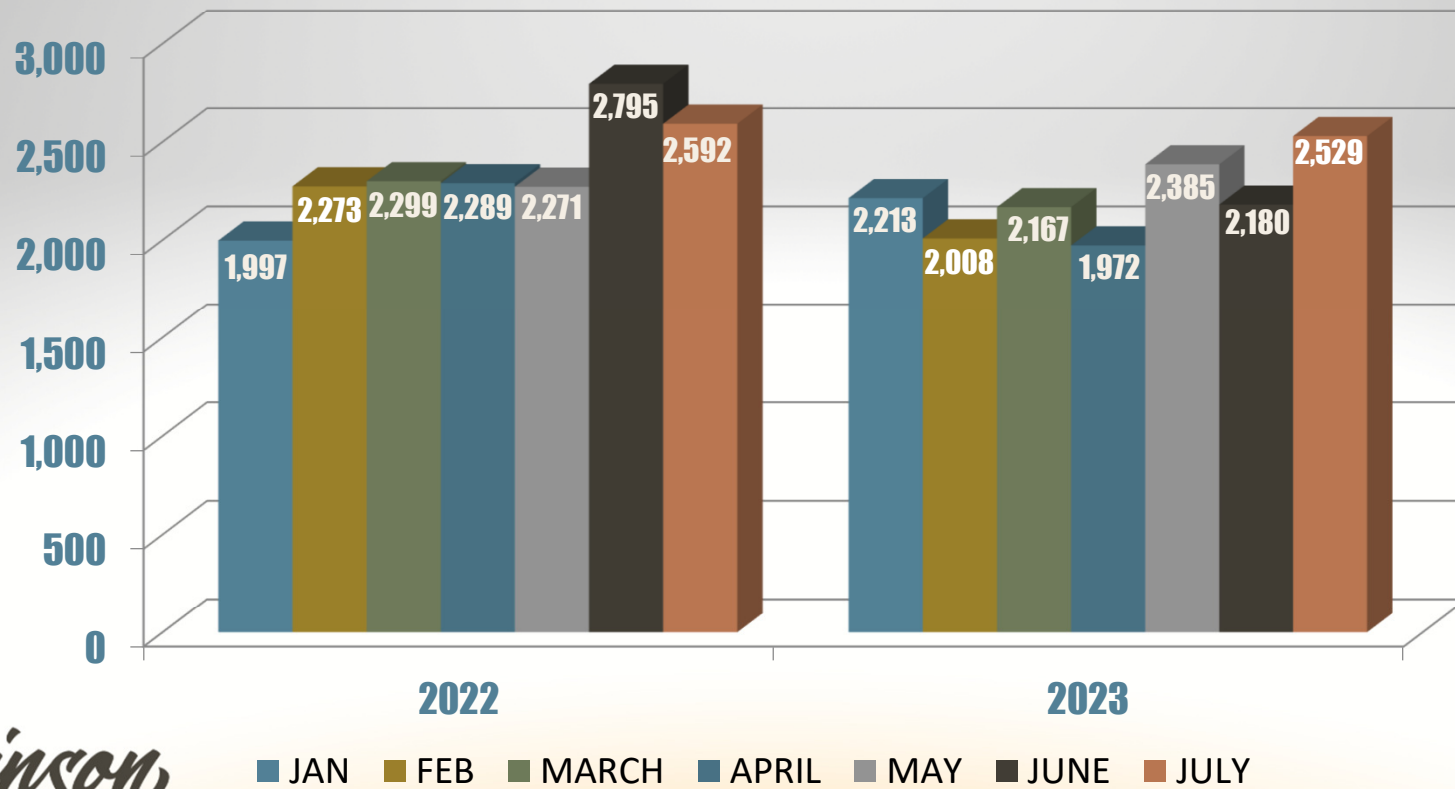
QUESTIONS?

JULY 2023 MONTHLY POLICE REPORT





JULY CALLS FOR SERVICE



TRAFFIC CONTROL



426
Traffic
Stops

204 (77 SPEEDING)
Citations

208
Warnings

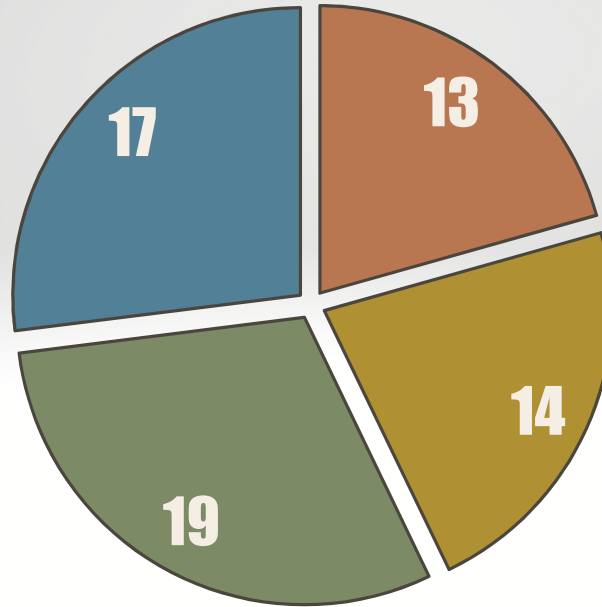


ACCIDENTS





144 TOTAL ARRESTS



■ Drug Related

■ Alcohol Related

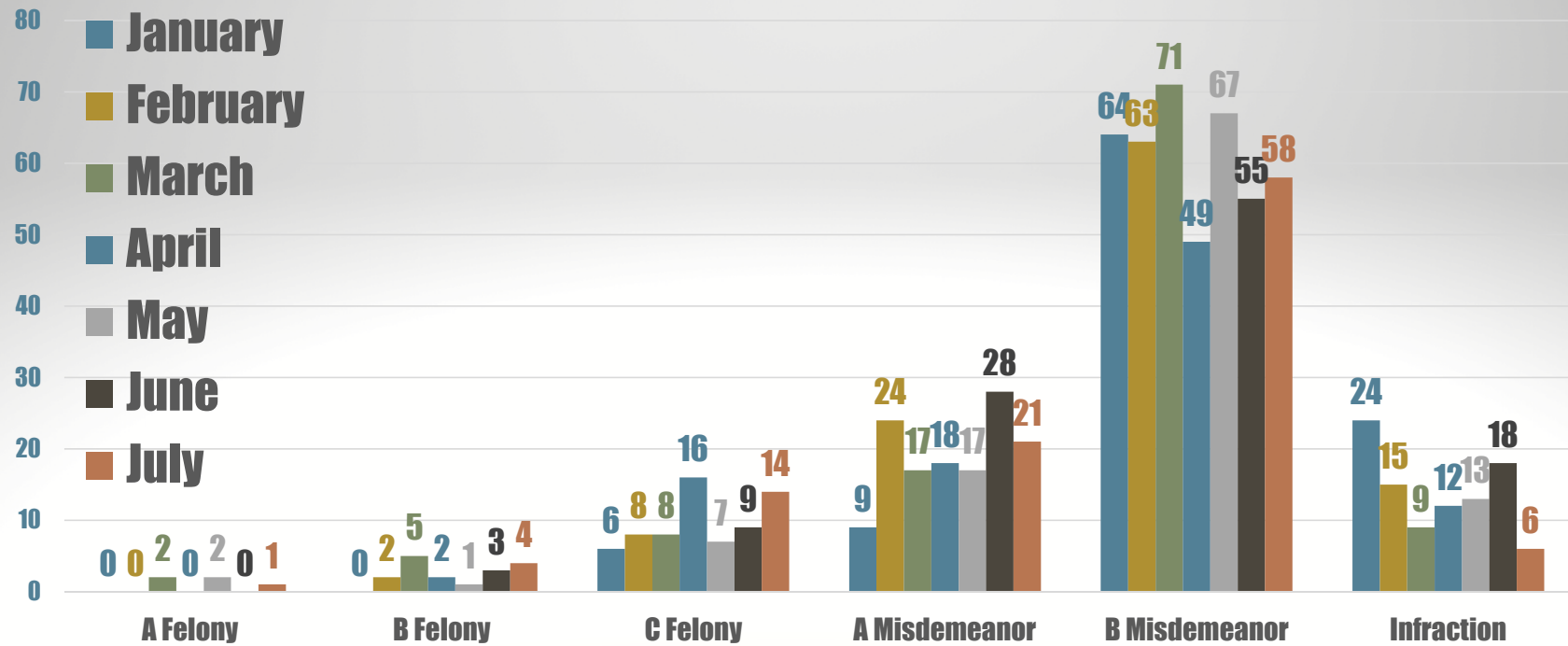
■ Crimes Involving Violence

■ Thefts





ARREST CLASSIFICATIONS



NOTABLE INCIDENTS



- **Patrol & Task Force responded to a male who overdosed, but was still alive. While at the residence, a meth lab, alcohol still, various other narcotics, around \$11,000 were located. The male was arrested in connection to these crimes**
- **Detectives & Officers completed the annual warrant operation with 17 arrests**
- **Detective SGT traveled to Minneapolis, MN to assist the FBI with Operation Cross Country.**
- **Responded to report of a gunshot which resulted in no injuries. Arrest was made for aggravated assault, assault, & criminal conspiracy.**



CRIMINAL INVESTIGATIONS





CRIMINAL INVESTIGATIONS





CRIMINAL INVESTIGATIONS

9

- Search Warrants

5

- Speak with an Officer

4

- Digital Forensics

4

- Paper Service/Warrants

4

- Sex Crimes

4

- Theft & Fraud

3

- Agency Assist

3

- Ambulance Requests

2

- Deaths

2

- Theft of Motor Vehicles

1

- Background Check, Burglary, Missing Person, Runaway Juvenile, Recovered Stolen Vehicle, Remove Subject, Welfare Check



BEHAVIORAL HEALTH





TRAINING

158 ND POST HRS

71.5 NON - ND POST

229.5 TOTAL DEPT HRS

ACTIVE SHOOTER

- 4 HOURS (SWORN)

CRITICAL STRESS INCIDENT MANAGEMENT

- 24 HOURS (2 SGTS & 1 SRO)

DEF-TEC LESS LETHAL INSTRUCTOR

- 32 HOURS (PATROL/SWAT OFFICER)

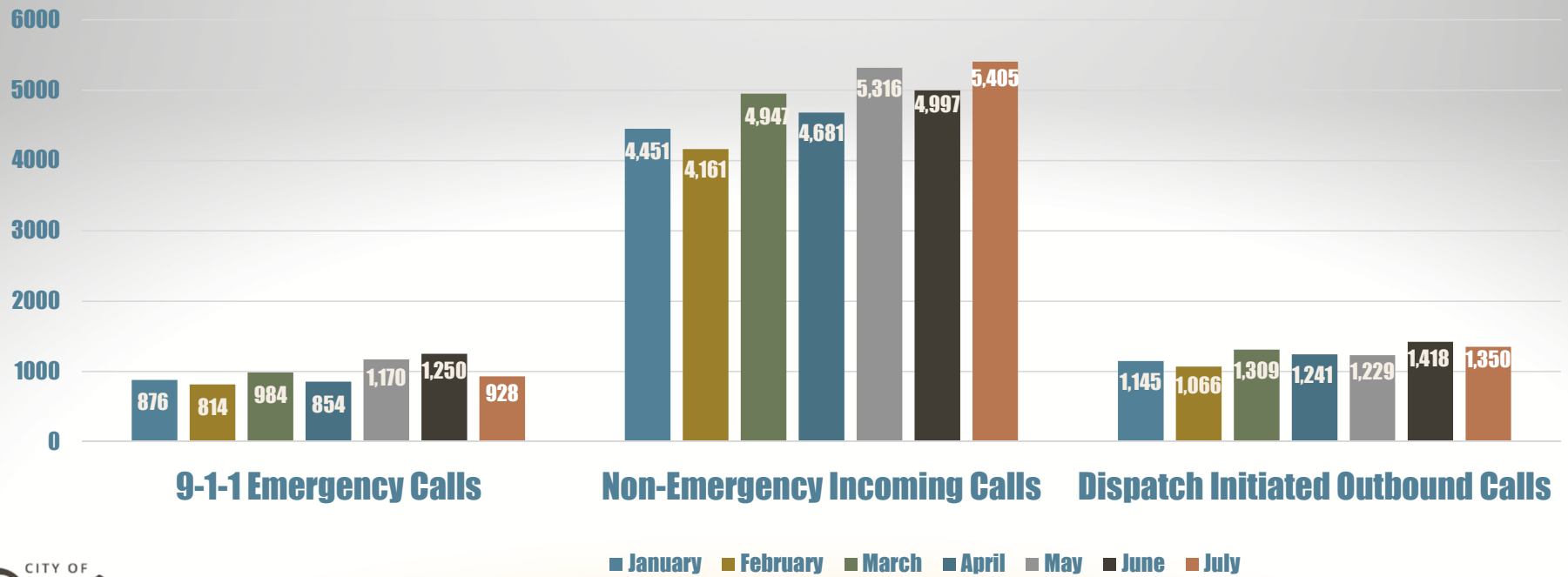
RECORDS



25 - Fingerprints
17 - Sex Offender Registrations
64 – Warrants / Summons Processed



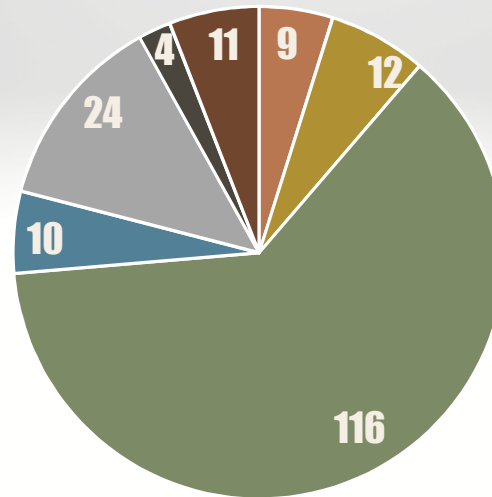
DISPATCH





ANIMAL SHELTER

186 CALLS FOR SERVICE



- Surrendered
- Lost Animal
- Running at Large
- Neglect
- Complaints
- Bites
- Barking



ANIMAL SHELTER

ANIMAL TYPES	RETURNED TO OWNER	RESCUE	ADOPTED	REMAIN AT SHELTER	EUTHANIZED
59 DOGS	45	8	5	1	0
39 CATS	5	18	11	5	0
1 OTHER	0	0	1	0	0
99 TOTAL	50	26	17	6	0

99 IMPOUNDED ANIMALS	#
STRAY	71
SURRENDERED	15
STARK COUNTY CAPTURE	7
INMATE, COURT, OTHER	5
BITE	1

COMMUNITY RELATIONS



**COMMUNITY
SERVICE
COORDINATOR**

Rough Rider Parade

Family Fun Day

Pole Vaulting Event

Meals on Wheels

Coffee With a Cop

Childcare/Youth Concerns Work Group

ALICE @ Hawks Point

Mental Health District Meeting





COPS & BOBBERS





BIKE PATROL – SAFETY CITY





PARADE & FAMILY FUN DAY





LEMONADE DAY



PROMOTION



**DEPUTY CHIEF
MATT HANSON**



INTEGRITY RESPECT TEAMWORK





STAFF REPORT

Section 7. Item A.

To: City Commission
From: City of Dickinson Development Team
Date: June 12, 2023
Re: REZ-004-2023 Pinecrest 40 LLC Rezone Request

OWNER

Pinecrest 40 LLC
 4265 45th Street S, Suite 200
 Fargo, North Dakota, 58104

APPLICANT

Christianson Companies
 4609 33rd Avenue S Suite 400
 Fargo, North Dakota, 58104

Public Hearings: July 19, 2023
 August 9, 2023

Planning and Zoning Commission
 City Commission

REQUEST

A. Request: To consider a Zoning Map Amendment from AG to R-3 for a property legally described as the SE 2.5-acre portion of Lot 1, Block 6, of the Pinecrest Subdivision. This property is located in the City of Dickinson. The site consists of +/- 2.50 acres.

Initially, the applicant requested rezoning the property to a commercial zoning district. As the property is designated on the City's Future Land Use Map (FLUM) as RESIDENTIAL, the applicant has amended the request to R-3.

B. Project Address/Legal Description/Area: The lot proposed for rezoning is generally located along 15th Street W, approximately 1,000 feet west of Roughrider Blvd.

C. Project Description: The applicant wishes to purchase a 2.5-acre portion of a platted 12.66-acre lot. The applicant initially applied for a lot split through the City's administrative irregular plat process. The entire parent lot is zoned AG, and the minimum lot size in the AG zoning district is five (5) acres. The applicant is proposing to rezone the lot from AG to R-3 because the minimum lot size in the R-3 zoning district is 7,000 square feet. If the zoning map amendment is approved, City staff will proceed with processing the irregular plat request. Approval would bring the subject parcel into conformity with these stated minimum lot size requirements.

The applicant is requesting approval of this application in order to receive relief from the following **AG** zoning district requirement:

- Minimum lot size:** Per Table 4-1 of Section 39.04.005 of the Municipal Code, the minimum lot size requirement for the Agricultural District (AG) is five (5) acres.
 - i. The minimum lot size requirement for the High-Density Residential (R-3) district is 7,000 square feet (0.160 acres).

Table I: Current Zoning And Use	
ZONING	AGRICULTURAL (AG)
CURRENT USE	UNDEVELOPED
FUTURE LAND USE MAP DESIGNATION	RESIDENTIAL
GROSS SITE ACREAGE	2.5

Table II-Adjacent Zoning and Land Use		
Direction	Zoning	Land Use
North	AG	Undeveloped; single-family residential
East	AG	Undeveloped; agricultural
South	R-3	Undeveloped; agricultural
West	AG	Agricultural, single-family residential

STAFF REVIEW AND RECOMMENDATIONS

- A. Compatibility with Local Uses:** The properties in the immediate vicinity of the proposed rezone are either undeveloped with agricultural designation or developed with residential uses permitted in the High Density Residential (R-3) zoning district. The proposed rezoning is compatible with both the development pattern and zoning pattern in the immediate vicinity.
- B. Compliance with the Comprehensive Plan:** According to Figure 4-38: City of Dickinson Future Land Use Map (FLUM), as found in Chapter 4-Land Use of the Dickinson 2035: Roadmap to the Future Comprehensive Plan, the site of the proposed rezoning is designated as RESIDENTIAL. Therefore, the approval of the rezoning request is consistent with the FLUM as well Policy 1.3.2 of the Land Use chapter of the Comprehensive Plan.
- C. Compliance with Zoning and Subdivision Regulations:** According to Article 39.04 of the Municipal Code, the minimum lot size for AG zoning is 5 acres, and the minimum lot size for R3

zoning is 7,000 square feet (0.160 acres). The subject parcel exceeds the minimum lot size requirement for the proposed zoning district.

D. Public Input: As of the date of this report, City staff has not received any public comment.

E. Staff Recommendation: The City Development Team staff recommends **approval** of the application with the following condition:

- City staff will not proceed with processing the irregular plat request unless this rezone is approved.

Attachments:

- A - Application Material

MOTIONS:

*****Approval*****

*"I move the City of Dickinson Planning and Zoning Commission recommend Approval of **REZ 004-2023, the Pinecrest 40 LLC rezoning petition from AG to R3** as being compliant with the City of Dickinson Comprehensive Plan, 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 **REZ 004-2023, the Pinecrest 40 LLC rezoning petition from AG to R3** as **not** being compliant with the City of Dickinson Comprehensive Plan, as **not** meeting all the requirements of the Dickinson Municipal Code, and as **not** being in the interest of the public health, safety and welfare "*

ATTACHMENT A – APPLICATION MATERIALS

ORDINANCE NO. 1782

AN ORDINANCE AMENDING THE DISTRICT ZONING MAP FOR REZONING AND RECLASSIFYING DESIGNATED LOTS, BLOCKS OR TRACTS OF LAND WITHIN THE ZONING JURISDICTION OF THE CITY OF DICKINSON, NORTH DAKOTA.

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

Section 1: That the City of Dickinson Zoning Map as provided in the City Code Section 39.04.006, designating the area and boundaries of the “AG” and “R3” zoning districts within the municipality jurisdiction of the City of Dickinson, North Dakota, be amended as follows:

1. To reclassify and rezone a 2.5 acre parcel from Agricultural (AG) to High Density Residential (R3) described as follows:

Beginning at the southeast corner of said Lot 1; thence North 88 degrees 18 minutes 01 seconds West along the south line of said Lot 1 a distance of 348.79 feet; thence North 01 degrees 41 minutes 59 seconds East 312.56 feet; thence South 88 degrees 18 minutes 01 seconds East 348.62 feet to the east line of said Lot 1; thence South 01 degrees 40 minutes 04 seconds West along said east line 312.56 feet to the point of beginning.

Containing 2.50 acres, more or less

Section 2: **Repeal of Ordinances in Conflict.** All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

Section 3: **Severability.** In the event any section of this Ordinance is held invalid by court of competent jurisdiction, the invalidity shall extend only to the section affected, and other sections of this Chapter shall continue in full force and effect.

Section 4: **Effective Date:** This Ordinance shall be in full force and effect from and after final passage.

Scott Decker, President
Board of City Commissioners

ATTEST

Dustin Dassinger, City Administrator

First Reading: August 1, 2023
Second Reading: August 15, 2023
Final Passage: August 15, 2023

3RD AVE SW
(60' R.O.W.)

REPLAT OF
RIVERVIEW
BLOCK 1



To: Planning and Zoning Commission
From: City of Dickinson Development Team
Date: August 9, 2023
Re: **FLP-005-2023 Riverview Cottages 1st Major Plat**

OWNER/APPLICANT

Chad Glasser-Venture Commercial LLC
P.O. Box 1316
Dickinson, ND 58602

Public

Hearings:	August 11, 2023	Planning and Zoning Commission
	August 15, 2023	City Commission

REQUEST

A. Request: To consider a Final Plat for the Riverview Cottages 1st Addition Subdivision being the Replat of Lots 20-24, Block 1 of the Replat of Riverview Addition located in the NE ¼ of Section 9, Township 139N, Range 96W located within the City of Dickinson. The site consists of +/- 1.11 acres.

The preliminary plat of the Riverview Cottages 1st Addition Subdivision (PLP-002-2023) was heard by the Planning and Zoning Commission on June 21, 2023 and approved at the City Commission on August 1, 2023. Both the Planning and Zoning Commission and City Development Team staff recommended approval subject to the following conditions:

- **The Final Plat shall become effective upon recordation of the companion PUD; and**
- **In addition to the conditions listed above the PUD shall also comply with all applicable City, County, State, and Federal regulations.**

B. Project Address/Legal Description/Area: The proposed five-lot subdivision is generally located on the west side of 2nd Avenue SW approximately 270 feet north of 4th Street SW. The specific properties are currently legally described as follows:

- Lots 20-24, Block 1 of the Replat of Riverview Addition Subdivision.

C. Project Description:

The major subdivision plat and the PUD are required to be companions as the existing conditions would not allow the duplexes to be sold to individual buyers:

- Individual buildings currently are located on two lots. Replatting the existing lots would place each existing structure on its own lots; and
- based on the current zoning code the following minimum development requirements cannot be met:
 - off-street parking,
 - lot width,
 - lot size, and
 - front yard setbacks.

Per Section 34.030 of the Subdivision Ordinance, as the proposed subdivision consists of five lots a major subdivision plat is required.

The applicant is proposing to replat the five lots that are subject to the PUD request. All five of the proposed lots are developed with duplexes constructed in 1972 and 1973. There are five detached buildings, and each building is currently in use as a two-unit rental building. Each of the buildings are 2,024 square feet, and each one measures approximately 38 feet by 54 feet with four-foot entrance alcoves. None of the units has a garage of any kind, but there are two existing concrete parking areas for residents that totals 10 parking spaces. All traffic from these buildings utilize 2nd Avenue SW, which is classified by the City as a local road. There is no anticipated change to the traffic volume generated by approval of the proposed subdivision. A cluster mailbox is currently located on the northern portion of Lot 20, Block 1 of Riverview Addition serves the existing buildings. This cluster mailbox is intended to serve the buildings in the future.

Regarding water and sanitary sewer services, the applicant's representative researched City records. Based upon this research the applicant's representative established that each

building has its own existing sanitary sewer service and one-inch water service. This finding meets the City of Dickinson Chapter 38 Water and Sewers requirements.

Each building has its own existing gas meter. Each duplex unit has its own existing electric meter. The developer intends to replace the current fuse boxes with 125 AMP breaker panels.

There is an existing public utility easement under the buildings located on Lots 23 and 24, Block 1 of the Replat of Riverview Addition. Based on a call North Dakota One Call it was established no utilities were located in the easement. Also, due to the fact the easement runs under the buildings, it is assumed there are no utilities within the easement limits. Therefore, the developer is vacating the easement with this plat application.

Off street parking currently consists of four paved parking areas that can provide a total of 10 parking stalls. There is approximately 285-feet of existing street frontage with approximately 110 feet utilized for the two paved parking areas. Therefore, there remains approximately 175 feet of on street parking available for the residents. The residents who do not have paved off-street parking within their future lot will have the opportunity to pave a portion of their lot for off street parking.

The accompanying PUD request addresses the following R2 zoning district requirements:

- **Minimum lot size:** The lot sizes, as shown on the site plan in Attachment A, range from 9,006 square feet to 10,863 square feet;
- **Minimum lot width:** The lot widths, as shown on the site plan in Attachment A, range from 39 feet to 75 feet;
- **Minimum off-street parking requirements:** The applicant has also stated that if any or all of those five nonconforming structures are damaged or destroyed to the extent that the cost of restoration of the structure exceeds 50% of the replacement cost of the structure, the replacement structure shall meet the minimum off-street parking requirements the City's code in effect at the time of reconstruction.
- **Minimum front yard building setback:** The front yard setbacks of the three nonconforming structures range from 8.1 feet to 12.3 feet. The applicant has also stated that if any or all of those nonconforming structures are damaged or destroyed to the extent that the cost of restoration of the structure exceeds 50% of the replacement cost of the structure, the

replacement structure shall meet the minimum building setback requirements the City’s code in effect at the time of reconstruction.

Table I: Current Zoning And Use	
ZONING	Medium Density Residential (R2)
CURRENT USE	Nine lots are developed with duplexes; one lot is vacant
FUTURE LAND USE MAP DESIGNATION	RESIDENTIAL
GROSS SITE ACREAGE	1.11

Table II: Adjacent Zoning and Land Use		
Direction	Zoning	Land Use
North	Low Density Residential (R1)	Undeveloped; single-family residential
East	R2	Single-family residential
South	R2	Multi-family residential
West	Mobile Home (MH)	Mobile home court

STAFF REVIEW AND RECOMMENDATIONS

- A. **Compatibility with Local Uses:** The properties in the immediate vicinity of the proposed plat are developed with uses permitted in either the R2 or Mobile Home Residential (MH) residential zoning districts.
- B. **Compliance with Zoning and Subdivision Regulations:** As stated above, the applicant is requesting a PUD as the current development does not comply with the following zoning code requirements:
- The proposed lot sizes do not meet the minimum requirement of the current R2 zoning;
 - The proposed lot widths do not meet the R2 zoning district’s minimum lot width;

- The number of off-street parking spaces does not meet the minimum number required for duplexes; and
- The front yard setbacks for five of the nine existing duplex structures do not meet the R2 minimum front yard setback.

Final approval of the proposed PUD (REZ 002-2023) will allow the applicant to go forward with the final plat as proposed in this application.

- c. Public Input:** As of the date of this staff report, City staff has not received any public comments.
- d. Staff Recommendation:** The City Development Team staff recommends **approval** of the application and recommends the following **conditions** be attached to the approving resolution:
 - **The REZ-002-2023 request for a Planning Unit Development (PUD) shall receive final approval by the City Commission prior to this Final Plat approval; and**
 - **The Final Plat shall become effective upon recordation.**

Attachments:

- A - Application Material

MOTIONS:

*****Approval*****

*"I move the City of Dickinson Planning and Zoning Commission recommend Approval of **FLP 005-2023 the Riverview Cottage 1st Addition Subdivision Plat**, subject to the conditions above, as being compliant with the City of Dickinson Comprehensive Plan, as meeting all the requirements of the Dickinson Municipal Code, and also being in the interest of the public health, safety and welfare "*
(AND) the following additional requirements (IF THE PLANNING AND ZONING COMMISSION RECOMMENDS ANY ADDITIONS AND/OR DELETIONS TO THE PROPOSED MOTION LANGUAGE):

1. _____;
2. _____.

*****Denial*****

*"I move the Dickinson Planning and Zoning Commission recommend Denial of **FLP 005-2023 the Riverview Cottage 1st Addition Subdivision Plat** as **not** being compliant with the City of Dickinson Comprehensive Plan, as **not** meeting all the requirements of the Dickinson Municipal Code, and as **not** being in the interest of the public health, safety and welfare "*

ATTACHMENT A – APPLICATION MATERIALS

Current Owner Name & Address: Venture Commercial, LLC
4566 West Ridge Drive
Dickinson, ND 58601

RECITALS

WHEREAS, Owner is the fee Owner of the Subject Property, located in the City of Dickinson, Stark County, North Dakota, legally-described as provided above; and

WHEREAS, Owner intends on re-platting the Subject Property; and

WHEREAS, Owner and City agree that the Subject Property will be improved and developed pursuant to the terms of this Agreement, “The District Business Park First Addition” plat, 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 is executed in conformance with Article 34 of the City of Dickinson Municipal Code effective as of the date of this Agreement and shall satisfy the requirements contained therein for a Subdivision Agreement to be completed prior to the filing and recordation of any **issuance of a Certificate of Occupancy on Subject Property**. This Agreement shall control the development of the Subject Property and the construction of Municipal Improvements necessary to serve the Subdivision or Subject Property with municipal services. 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. **Public Infrastructure Improvements – Special Conditions.** Public infrastructure improvements will be required to serve and properly drain the proposed Lots within this development. Owner and City hereby agree that the following are the only public infrastructure improvements required to be constructed as indicated herein and accepted by the City prior to a Certificate of Occupancy being issued in the Subject Property as indicated in Section 1 of this Agreement.

- a) Owner shall prepare or have prepared plans and specifications for the public water system necessary to serve the Subject Property. The public water system shall be located within the 20-foot water easement shown by *The District Addition* subdivision plat that runs through Lot 4, Block 1 of The District Addition. An 8-inch water main through this easement has been previously designed and approved by the City, but individual water service lines from said water main to each of the proposed lots in the Subject Property must be added. The water system shall be designed in accordance with public standards as defined by State and Local regulations. Final design plans shall be submitted to the NDDEQ and City for approval prior to the commencement of construction. The cost of preparing these plans shall be paid by Owner.
- b) Owner shall prepare or have prepared plans and specifications for the public sanitary sewer system necessary to serve the Subject Property. The sanitary sewer system shall be located within the 48.5-foot access, drainage, storm and sanitary sewer easement shown by *The District Business Park First Addition* plat drawing. This sanitary sewer system shall have an 8-inch main with individual service lines stubbed to each of the proposed lots in the Subject Property. The sanitary sewer system shall be designed in accordance with public standards as defined by State and Local regulations. Final design plans shall be submitted to the NDDEQ and City for approval prior to the commencement of construction. The cost of preparing these plans shall be paid by Owner.
- c) Owner shall prepare or have prepared plans and specifications for the construction of a storm sewer system within the 48.5-foot access, drainage, storm and sanitary sewer easement and the 17-foot drainage and storm sewer easement shown by *The District Business Park First Addition*

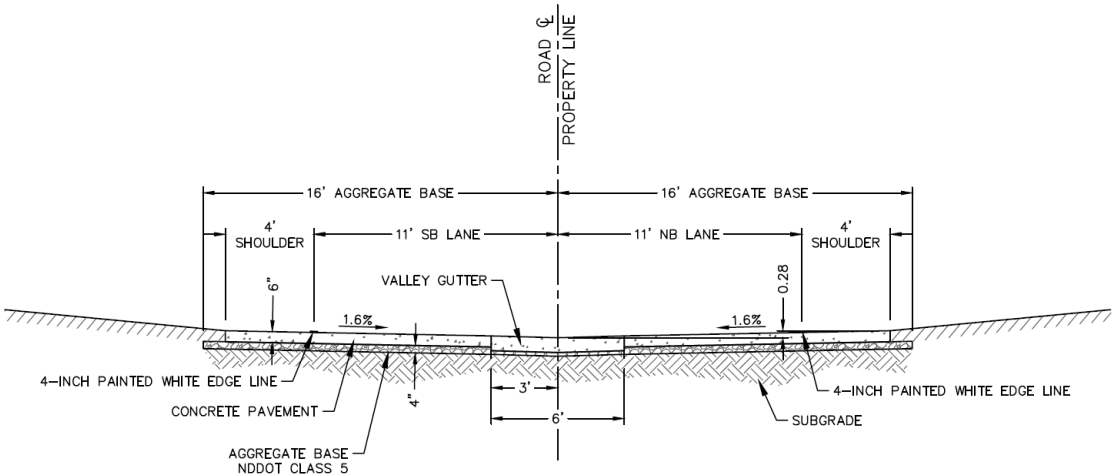
plat drawing. This storm sewer system shall convey runoff that is collected within the proposed access road to the existing drainage easement that runs through Lot 5, Block 1 of *The District Addition*. Final design plans shall be submitted to the City for approval prior to the commencement of construction. The cost of preparing these plans shall be paid by Owner.

- d) Owner shall construct or have constructed and shall pay all expenses for construction of all the public water system, sanitary sewer, and storm sewer improvements as depicted by the plans and specifications approved by the City as noted by Section 2. a), Section 2. b), and Section 2. c) of this Agreement. A Certificate of Occupancy for a Lot within the Subject Property shall not be issued until this necessary water and sewer infrastructure to serve said Lot has been constructed and accepted.
- e) Owner shall allow City to perform inspection of the public infrastructure improvements as needed to ensure proper construction in accordance with the approved plans and specifications noted by this Agreement. Owner shall pay City for said inspection services in accordance with the rates defined by the current City fee schedule.
- f) Title to the public infrastructure noted by this Section shall be as defined by Section 9 of this Agreement.

3. Private Infrastructure Improvements – Special Conditions. Private infrastructure improvements will be required to provide access to and to properly drain the proposed Lots within this development. OWNER and CITY hereby agree that the following are the only private infrastructure improvements required to be constructed as indicated herein and accepted by the City prior to a Certificate of Occupancy being issued in the Subject Property as indicated in Section 1 of this Agreement.

- a) Owner shall prepare or have prepared plans and specifications for the construction of an access road within the 48.5-foot access, drainage, storm and sanitary sewer easement shown by *The District Business Park First Addition* plat drawing. This access road shall be constructed according to the following typical section and shall include an emergency vehicle turnaround meeting the current International Fire Code requirements. Final design plans shall be submitted to the City for approval prior to the commencement of construction. The cost of preparing these plans shall be paid by the Owner.

Figure 1: Private Access Road Typical Section



- b) Owner shall prepare or have prepared a drainage plan depicting proposed elevations along the property lines within each drainage easement shown by *The District Business Park First Addition* plat drawing. These drainage easements shall allow for the collection and drainage of runoff

from multiple lots and/or overflow runoff from the proposed storm sewer system to be routed through these easements. Final design plans shall be submitted to the City for approval prior to the commencement of construction. The cost of preparing these plans shall be paid by Owner. These elevations must be followed for the development of the Subject Property and shall not be altered unless otherwise approved by the City.

- c) Owner shall construct or have constructed and shall pay all expenses for construction of completing the improvements as noted by Section 3. a) of this Agreement. A Certificate of Occupancy for a Lot within the Subject Property shall not be issued until these improvements have been constructed.
- d) All private infrastructure noted by this Section shall be privately owned and maintained through a method to be established by Owner.
- e) The City and/or their representative shall have the right to enter the proposed access easement for this access road through the Subject Property to inspect said roadway condition to ensure the condition is adequate for emergency and public works vehicles. If the City and/or their representative finds that the roadway condition has reached a Pavement Condition Index (PCI) of 35 or less as determined in accordance with ASTM D6433, current edition, the City shall notify Owner in writing that improvements are to be made to the roadway within 12 months to improve its condition, or the City will perform said improvements and assess Owner. If no improvements are completed, the City shall send a second written notification 6 months after the first notification, and a third written notification shall be sent 9 months after the first notification. If improvements to the access road are not complete by Owner within 12 months after the first written notification is received, the City and/or their representative shall have the right to reconstruct the access road with a pavement section having a 30-year design life maximum, as determined by industry standard methods at the time of reconstruction, unless otherwise agreed upon by both parties. The City may assess the costs for all surveying, design, testing, engineering, administration, and construction to Owner over a period of ten (10) years unless a different term is agreed upon by both parties. The cost shall be assessed according to N.D.C.C. requirements at the time of assessment, except Owner shall not be allowed the right to protest this assessment if the criteria indicated herein are met.

4. Assurance of Infrastructure Completion. In the event that construction of the required public infrastructure that is to be paid for directly by Owner as indicated in Section 2, herein, is not complete at the time of final plat recording for a particular phase of the project, Owner hereby agrees that no private improvements shall be constructed within any land located within the Subject Property unless and until a plan for developing and constructing such improvements and infrastructure is approved by the City. Such approval will be memorialized by a public infrastructure permit which will be valid for one year from the date of issuance at a fee listed in the current City fee schedule. Prior to the City recording the Final Plat of the Subject Property, Owner shall post with the City security in the amount of 130% of the lesser of the estimated construction cost as approved by the City Engineer or actual bid amounts, if available, for said improvements to assure the completion of the required public infrastructure that is to be paid for directly by Owner for the Subject Property, as required under Dickinson City Code §34-60. The security posted by Owner shall be a line of credit held by the City and Owner until the cost of each approved phase(s) of the infrastructure for the whole of the Subject Property has been completed, but this line of credit may be drawn down by Owner to make payments for work completed. A full release of the security remaining upon the completion of construction shall be made upon completion of the work, inspection, and final acceptance of the same. The Security remaining upon completion of construction shall remain in effect through warranty examination and final inspection by the City as indicated by Section 10, herein.

5. 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.

6. Subdivision of Land. Owner shall otherwise conform to all requirements regarding the subdivision of land enacted by the City of Dickinson, as set forth in Chapter 34 of the City of Dickinson Municipal Code, as may be amended from time to time. The provision of remedies 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.

7. Permits. The City's approval of this Agreement does not include approval of permits for construction within the Subject Property. Owner shall separately apply to the City for any building permits, certificates of occupancy, right-of-way permits, or similar approvals for any and all construction within the Subject Property. Owner shall notify all prospective lot owners within the Subject Property that the City will not accept any building permit or development applications until the City has approved the final storm water management plan.

8. Repairs and Replacements. Owner 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 Owner or Owner's agents. Owner 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 their designee.

9. Title to Public Improvements. Title to, and ownership of, any and the public infrastructure in the Subject Property, which shall include the water system, sanitary sewer system, and storm sewer system discussed in Section 2 within the water, storm and sanitary sewer easements as dedicated and granted within the Subject Property by *The District Business Park First Addition* subdivision plat, shall vest in the CITY upon completion, acceptance, and satisfaction of any warranty issues for such improvements with the following additional requirements:

- a) The real property encumbered by water, storm and sanitary sewer 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 infrastructure that is to be owned and maintained by the City within these 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 said public infrastructure. Owner shall not change the existing grade within the easements without prior approval from the City. This shall not restrict the Owner from constructing pavements, fences, landscaping, or utilities within the easement that do not adversely affect the public infrastructure. Upon completion of any work within the easements, the City shall leave the Subject Property in good repair so that there is no unreasonable damage, which shall include, but not be limited to, repair of any damage to the private access road above this infrastructure. If the City is not able to have the Subject Property repaired to its existing condition, the City shall pay for damages to the Subject 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.

- b) The public infrastructure to be owned and maintained by the City shall include the water and sewer pipes, services lines, hydrants, structures, inlets, castings, valves, fittings, and all other necessary appurtenances for these systems that are located within said water, storm and sanitary sewer easements in the Subject Property.

10. Maintenance Warranty. For all public municipal improvements within the Subject Property constructed privately by Owner, and in accordance with Dickinson City Code §34-60 and Section 4, herein, assurance shall be provided by Owner. The amount of this assurance remaining at the completion of construction is to remain in full effect for a warranty period of no less than one (1) year following substantial completion of said improvements. Until the end of this one-year warranty period, Owner shall remedy at Owner's expense any damage to real or personal property, when that damage is the result of: (1) Owner's failure to conform to the requirements of the City; or (2) any defect of equipment, material, workmanship, or design furnished. Owner shall restore any work damaged in fulfilling the terms and conditions of this Section. Owner shall: (1) use commercially reasonable efforts to obtain all warranties that would be given in normal commercial practice; (2) to the extent possible, require all warranties be executed, in writing, for the benefit of the City; and (3) enforce all warranties for the benefit of the City. In the event Owner's warranty as provided herein has expired, the City may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty. Owner shall have no liability for the improvements made upon expiration of the warranty period.

11. 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. As Owner sells individual lots within the Subject Property, Owner shall specifically notify the purchaser thereof of this Agreement. All obligations, promises and covenants of Owner contained herein shall similarly be binding upon purchasers of lots within the Subject Property, and shall no longer apply to previous Owner upon conveyance of ownership.

12. 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.

13. 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.

14. 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.

15. **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: _____
Scott Decker, President
Board of City Commissioners

ATTEST:

By: _____

Title: _____

Signature: _____

STATE OF NORTH DAKOTA)
) ss
COUNTY OF STARK)

On this _____ day of _____, 2022, before me personally appeared **Scott Decker** and _____ known to me to be, respectively, the President of the Board of City Commissioners and the _____ of the City of Dickinson, the persons who are described herein and who executed the within and foregoing instrument and acknowledged to me that the City of Dickinson executed the same.

Notary Public
Stark County, North Dakota

OWNER – Venture Commercial, LLC

By: _____

Title: _____

Signature: _____

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared _____, the **Owner** described herein, known to me, and who executed the within and foregoing document and acknowledged to me that such entity executed the same.

RESOLUTION NO: - 2023

A RESOLUTION APPROVING FINAL PLAT ENTITLED THE RIVERVIEW COTTAGES FIRST ADDITION BEING THE REPLAT OF LOTS 20-24, BLOCK 1, OF THE REPLAT OF THE RIVERVIEW ADDITION, STARK COUNTY, NORTH DAKOTA.

WHEREAS, application has been made to the Board of City Commissioners for the approval of a final plat of **THE RIVERVIEW COTTAGES FIRST ADDITION BEING THE REPLAT OF LOTS 20-24, BLOCK 1, OF THE REPLAT OF THE RIVERVIEW ADDITION:**

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER (NE 1 4) OF SECTION NINE (9), TOWNSHIP ONE-HUNDRED THIRTY-NINE NORTH (T139N), RANGE NINETY-SIX WEST (R96W), OF THE FIFTH PRINCIPAL MERIDIAN (5TH P.M.), CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: LOTS TWENTY (20), TWENTY-ONE (21), TWENTY-TWO (22), TWENTY-THREE (23) AND TWENTY-FOUR (24), BLOCK ONE (1) OF THE REPLAT OF RIVERVIEW ADDITION AS RECORDED AT THE STARK COUNTY RECORDER'S OFFICE PER DOCUMENT NUMBER 168210.

SAID PARCEL CONTAINS 1.11 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 RIVERVIEW COTTAGES FIRST 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 _____, 2023.

Scott Decker, President
Board of City Commission

ATTEST:

Dustin Dassinger, City Administrator

To: Planning and Zoning Commission
From: City of Dickinson Development Team
Date: August 9, 2023
Re: **FLP-006-2023 Riverview Cottages 2nd Major Plat**

OWNER/APPLICANT

Chad Glasser-Venture Commercial LLC
 P.O. Box 1316
 Dickinson, ND 58602

Public	August 11, 2023	Planning and Zoning Commission
Hearings:	August 15, 2023	City Commission

REQUEST

A. Request: To consider a Final Plat for Riverview Cottages 2nd Addition being the Replat of Lots 15-20, Block 2 of the Replat of Riverview Addition located in the NE ¼ of Section 9, Township 139N, Range 96W located within the City of Dickinson. The site consists of +/- 0.97 acres.

The preliminary plat of the Riverview Cottages 2nd Addition Subdivision (PLP-003-2023) was heard by the Planning and Zoning Commission on June 21, 2023 and approved at the City Commission on August 1, 2023. Both the Planning and Zoning Commission and City Development Team staff recommended approval subject to the following conditions:

- **The Final Plat shall become effective upon recordation of the companion PUD; and**
- **In addition to the conditions listed above the PUD shall also comply with all applicable City, County, State, and Federal regulations.**

B. Project Address/Legal Description/Area: The proposed five lot subdivision is generally located on the east side of 2nd Avenue SW approximately 130 feet north of the center line of 4th Street SW. The specific properties are currently legally described as follows:

- Lots 15-20, Block 2 of the Replat of Fischer's Addition Subdivision.

- C. Project Description:** The major subdivision plat and the PUD are required to be companions as the existing conditions would not allow the duplexes to be sold to individual buyers:
- Individual buildings currently are located on two lots. Replatting the existing lots would place each existing structure on its own lots; and
 - based on the current zoning code the following minimum development requirements cannot be met:
 - off-street parking,
 - lot width,
 - lot size, and
 - front yard setbacks.

Per Section 34.030 of the Subdivision Ordinance, as the proposed subdivision consists of five lots a major subdivision plat is required.

The applicant is proposing to replat the 5 lots that are part of the PUD request. One of the lots is currently is vacant. Four of the proposed lots are developed with duplexes constructed in 1972 and 1973, and each building is currently in use as a two-unit rental building. Each of the buildings are 2,024 square feet and measures approximately 38 feet by 54 feet with 4-feet by 7-feet entrance alcoves. None of the units has a garage of any kind, but there are two existing concrete parking areas for residents that totals 10-parking spaces. All traffic from these buildings utilize 2nd Avenue SW, which is classified by the City as a local road. There is no anticipated change to the traffic volume generated by approval of the final plat application. A cluster mailbox is currently located on the norther portion of Lot 20, Block 1 of Riverview Addition which serves the existing buildings. This cluster mailbox is intended to continue to serve the buildings into the future.

Regarding water and sanitary sewer services, the applicant's representative researched City records. Based upon this research the applicant's representative established that each building has its own existing sanitary sewer service and one-inch water service. This finding meets the City of Dickinson Chapter 38 Water and Sewers requirements.

Each building has its own existing gas meter. Each duplex unit has its own existing electric meter. The developer intends to replace the current fuse boxes with 125 AMP breaker panels.

Off street parking currently consists of two paved parking areas that can provide five parking stalls each for a total of 10 parking stalls. There is approximately 300 feet of existing street

frontage with approximately 110 feet utilized for the two paved parking areas. Therefore, there remains approximately 185 feet of on street parking available for the residents. The residents who do not have paved off-street parking within their future lot have the opportunity to pave a portion of their lot for off-street parking.

The accompanying PUD request addresses the following R2 zoning district requirements:

- Minimum lot size:** The lot sizes, as shown on the site plan in Attachment A, range from 7,752 square feet to 9,820 square feet;
- Minimum lot width:** The lot widths, as shown on the site plan in Attachment A, range from 54 feet to 70 feet;
- Minimum off-street parking requirements:** The applicant has stated that if any or all of those five nonconforming structures are damaged or destroyed to the extent that the cost of restoration of the structure exceeds 50% of the replacement cost of the structure, the replacement structure shall meet the minimum off-street parking requirements the City's code in effect at the time of reconstruction.
- Minimum front yard building setback:** The front yard setbacks of the five nonconforming structures range from 8.1 feet to 12.3 feet. The applicant has also stated that if any or all of those five nonconforming structures are damaged or destroyed to the extent that the cost of restoration of the structure exceeds 50% of the replacement cost of the structure, the replacement structure shall meet the minimum building setback requirements the City's code in effect at the time of reconstruction.

Table I: Current Zoning And Use	
ZONING	Medium Density Residential (R2)
CURRENT USE	Four lots are developed with duplexes; one lot is vacant
FUTURE LAND USE MAP DESIGNATION	RESIDENTIAL
GROSS SITE ACREAGE	0.97

Table II: Adjacent Zoning and Land Use		
Direction	Zoning	Land Use
North	Medium Density Residential (R2)	Vacant

East	R2	Single-family residential
South	R2	Single-family residential
West	R2	Duplexes

STAFF REVIEW AND RECOMMENDATIONS

- A. Compatibility with Local Uses:** The properties in the immediate vicinity of the proposed plat are developed with uses permitted in the adjacent R2 zoning district.
- B. Compliance with Zoning and Subdivision Regulations:** As stated above, the applicant is requesting a PUD as the current development does not comply with the following zoning code requirements:
- None of the proposed lot sizes meet the minimum requirement of the current R2 zoning;
 - None of the proposed lot widths meet the R2 zoning district’s minimum lot width;
 - The number of off-street parking spaces does not meet the minimum number required for duplexes; and
 - The front yard setbacks for two of the four existing duplex structures do not meet the R2 minimum front yard setback.
- Final approval of the proposed PUD (REZ 002-2023) will allow the applicant to go forward with the final plat as proposed in this application.
- C. Public Input:** As of the date of this this, City staff has not received any public comments.
- D. Staff Recommendation:** The City Development Team staff recommends **approval** of the application and recommends the following **conditions** be attached to the approving resolution:
- **The REZ-002-2023 request for a Planning Unit Development (PUD) shall receive final approval by the City Commission prior to this Final Plat approval; and**

- **The Final Plat shall become effective upon recordation.**

Attachments:

- A - Application Material

MOTIONS:

*****Approval*****

*"I move the City of Dickinson Planning and Zoning Commission recommend Approval of **FLP 006-2023 the Riverview Cottage 2nd Addition**, subject to the conditions above, as being compliant with the City of Dickinson Comprehensive Plan, as meeting all the requirements of the Dickinson Municipal Code, and also being in the interest of the public health, safety and welfare "*

*(AND) the following additional requirements **(IF THE PLANNING AND ZONING COMMISSION RECOMMENDS ANY ADDITIONS AND/OR DELETIONS TO THE PROPOSED MOTION LANGUAGE):***

1. _____;
2. _____.

*****Denial*****

*"I move the Dickinson Planning and Zoning Commission recommend Denial of **FLP 006-2023 the Riverview Cottage 2nd Addition** as **not** being compliant with the City of Dickinson Comprehensive Plan, as **not** meeting all the requirements of the Dickinson Municipal Code, and as **not** being in the interest of the public health, safety and welfare "*

ATTACHMENT A – APPLICATION MATERIALS

RIVERVIEW COTTAGES 2ND ADDITION

BEING THE REPLAT OF LOTS 15-20, BLOCK 2 OF FISCHER'S ADDITION
IN THE NE¹/₄ SEC. 9, T139N, R96W, OF THE 5TH PRINCIPAL MERIDIAN
CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER (NE¹/₄) OF SECTION NINE (9), TOWNSHIP ONE-HUNDRED THIRTY-NINE NORTH (T139N), RANGE NINETY-SIX WEST (R96W), OF THE FIFTH PRINCIPAL MERIDIAN (5TH P.M.), CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS FIFTEEN (15), SIXTEEN (16), SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19) AND TWENTY (20), BLOCK TWO (2) OF FISCHER'S ADDITION AS RECORDED AT THE STARK COUNTY RECORDER'S OFFICE IN PLAT BOOK ONE (1) PAGE TWENTY-FOUR (24).

SAID PARCEL CONTAINS 0.97 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 RIVERVIEW COTTAGES 2ND 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

STATE OF _____ }
COUNTY OF _____ } SS

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED KC HOMISTON, 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.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES: _____
RESIDING AT COUNTY OF _____, STATE OF _____

PROPRIETOR'S CERTIFICATE

I, _____, AUTHORIZED REPRESENTATIVE OF VENTURE COMMERCIAL, LLC, RESIDING AT 4566 WEST RIDGE DRIVE, DICKINSON, ND 58601, THE OWNER AND PROPRIETOR OF PROPERTY LYING IN THE NORTHEAST QUARTER (NE¹/₄) OF SECTION NINE (9), TOWNSHIP ONE-HUNDRED THIRTY-NINE NORTH (T139N), RANGE NINETY-SIX WEST (R96W) OF THE FIFTH PRINCIPAL MERIDIAN (5TH P.M.), CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA, ON THIS PLAT SHOWN HEREON AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE, DO HEREBY DECLARE THAT I(WE) HAVE CAUSED THE SAME TO BE SURVEYED AS SHOWN ON THE ACCOMPANYING PLAT, AND DO HEREBY DEDICATE ALL UTILITY EASEMENTS AND PUBLIC RIGHT OF WAY AS SHOWN TO PUBLIC USE FOREVER.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME:

SIGNATURE: _____
VENTURE COMMERCIAL, LLC (REPRESENTATIVE)

STATE OF _____ }
COUNTY OF _____ } SS

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____, 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.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES: _____
RESIDING AT COUNTY OF _____, STATE OF _____

CITY OF DICKINSON COMMISSION APPROVAL

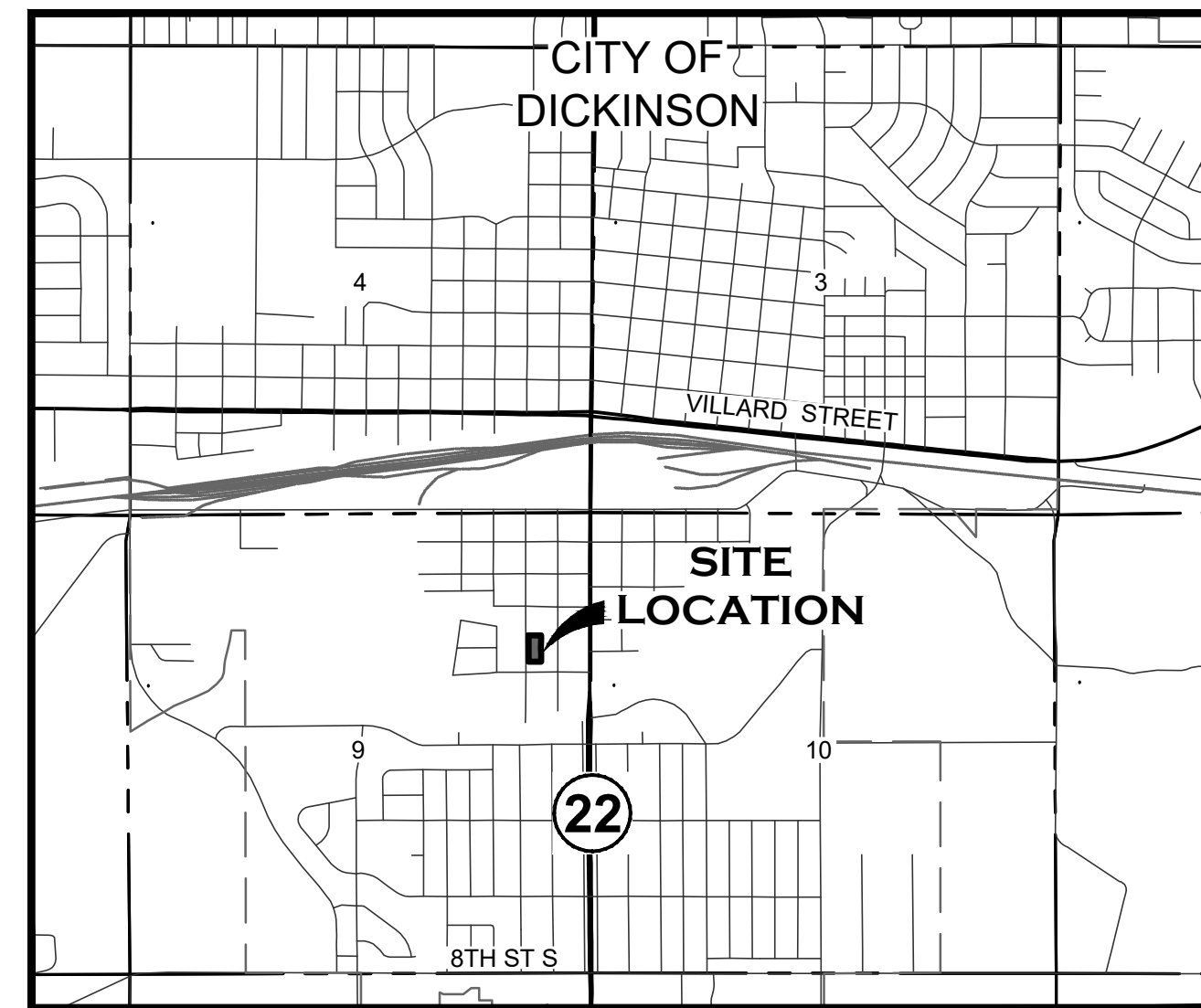
PRESIDENT _____ DATE: _____

CITY ENGINEER APPROVAL

CITY ENGINEER _____ DATE: _____

CITY PLANNING COMMISSION APPROVAL

SECRETARY _____ DATE: _____



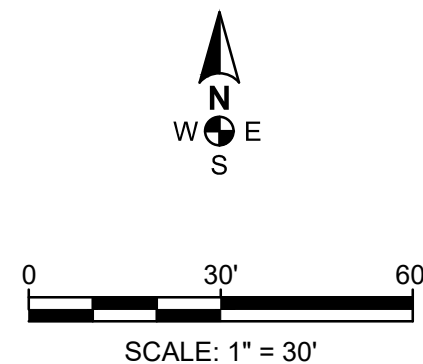
VICINITY MAP
1" = 2000'

LEGEND

	PROPERTY BOUNDARY
	PROPOSED LOTS
	EXISTING LOTS
	FOUND MONUMENT
	SET #5, 18-INCH REBAR & CAP STAMPED "HIGHLANDS LS-5466"
	SET COPPER DISC IN CONCRETE STAMPED "HIGHLANDS LS-5466"
	R.O.W. RIGHT-OF-WAY
	(M) MEASURED DISTANCE
	(R) RECORDED DISTANCE
	(C) CALCULATED DISTANCE
	RIGHT OF WAY LINE
	PROPOSED ELECTRIC EASEMENT

SURVEY NOTES

- DISTANCES SHOWN ARE MEASURED GROUND DISTANCES, INTERNATIONAL FOOT, DERIVED FROM A LOCAL COORDINATE SYSTEM.
- VERTICAL DATUM: NAVD 88
- DATE OF LATEST FIELD WORK: APRIL 19TH, 2023



319 24TH STREET EAST, DICKINSON, ND 58601 OFFICE: 701.483.2444 WWW.HIGHLANDSENG.COM	
PROJECT NUMBER: 231015	SCALE: 1"=30'
DRAWN BY: AWS	DATE: 06/29/23

2ND AVE SW
(66' R.O.W.)

1ST AVE SW
(66' R.O.W.)

4TH ST SW

RESOLUTION NO: - 2023

A RESOLUTION APPROVING FINAL PLAT ENTITLED THE RIVERVIEW COTTAGES SECOND ADDITION BEING THE REPLAT OF LOTS 15-20, BLOCK 2, FISCHER’S ADDITION

WHEREAS, application has been made to the Board of City Commissioners for the approval of a final plat of **THE RIVERVIEW COTTAGES SECOND ADDITION BEING THE REPLAT OF LOTS 15-20, BLOCK 2, OF FISCHER’S ADDITION**

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER (NE14) OF SECTION NINE (9), TOWNSHIP ONE-HUNDRED THIRTY-NINE NORTH (T139N), RANGE NINETY-SIX WEST (R96W), OF THE FIFTH PRINCIPAL MERIDIAN (5TH P.M.), CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: LOTS FIFTEEN (15), SIXTEEN (16), SEVENTEEN (17), EIGHTEEN (18), NINETEEN (19) AND TWENTY (20), BLOCK TWO (2) OF FISCHER'S ADDITION AS RECORDED AT THE STARK COUNTY RECORDER'S OFFICE IN PLAT BOOK ONE (1) PAGE TWENTY-FOUR (24).

SAID PARCEL CONTAINS 0.97 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 RIVERVIEW COTTAGES SECOND 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 _____, 2023.

Scott Decker, President
Board of City Commission

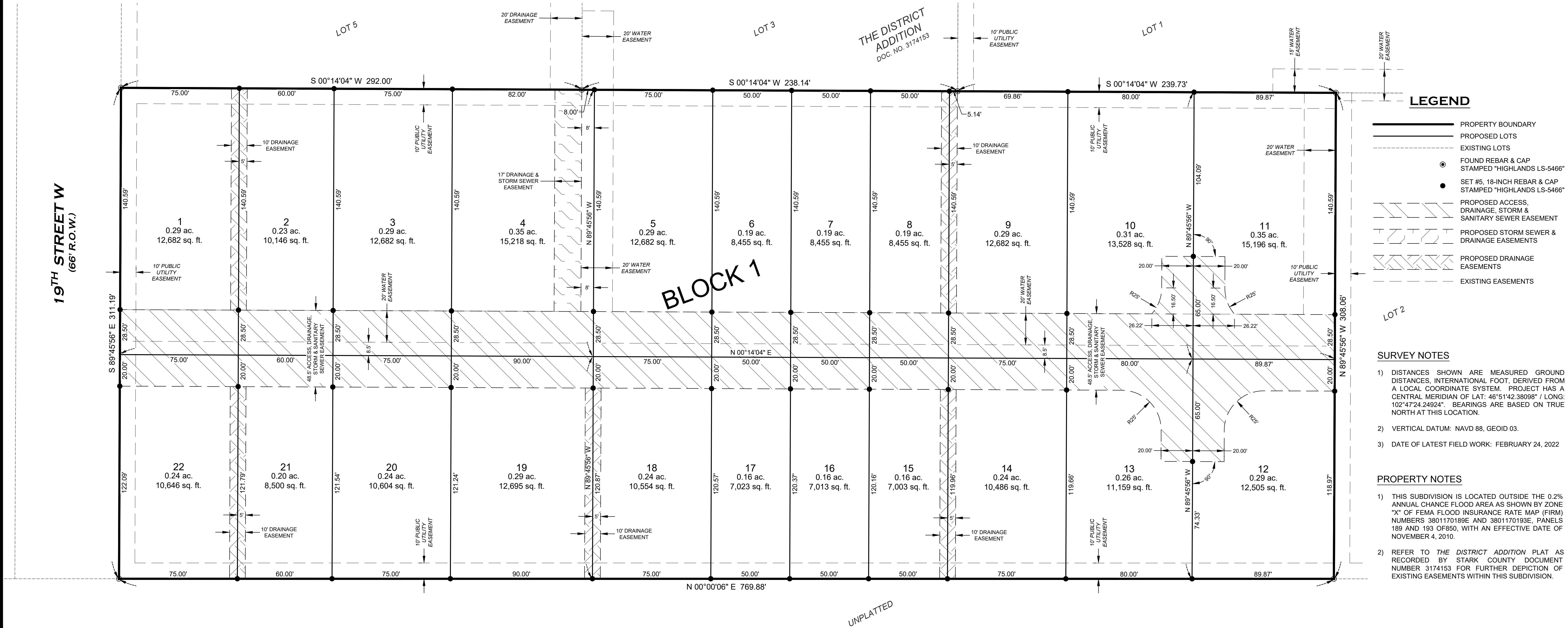
ATTEST:

Dustin Dassinger, City Administrator

THE DISTRICT BUSINESS PARK FIRST ADDITION

BEING THE REPLAT OF LOT 4, BLOCK 1 OF THE DISTRICT ADDITION IN THE NORTHEAST QUARTER (NE¼) OF SECTION THIRTY-TWO (32), TOWNSHIP ONE-HUNDRED FORTY NORTH (T140N), RANGE NINETY-SIX WEST (R96W), OF THE 5TH PRINCIPAL MERIDIAN (5TH P.M.)

CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA



LEGEND

- PROPERTY BOUNDARY
- PROPOSED LOTS
- EXISTING LOTS
- FOUND REBAR & CAP STAMPED "HIGHLANDS LS-5466"
- SET #5, 18-INCH REBAR & CAP STAMPED "HIGHLANDS LS-5466"
- PROPOSED ACCESS, DRAINAGE, STORM & SANITARY SEWER EASEMENTS
- PROPOSED STORM SEWER & DRAINAGE EASEMENTS
- PROPOSED DRAINAGE EASEMENTS
- EXISTING EASEMENTS

LOT 2

SURVEY NOTES

- DISTANCES SHOWN ARE MEASURED GROUND DISTANCES, INTERNATIONAL FOOT, DERIVED FROM A LOCAL COORDINATE SYSTEM. PROJECT HAS A CENTRAL MERIDIAN OF LAT: 46°5'142.38098" / LONG: 102°47'24.24924". BEARINGS ARE BASED ON TRUE NORTH AT THIS LOCATION.
- VERTICAL DATUM: NAVD 88, GEOID 03.
- DATE OF LATEST FIELD WORK: FEBRUARY 24, 2022

PROPERTY NOTES

- THIS SUBDIVISION IS LOCATED OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD AREA AS SHOWN BY ZONE "X" OF FEMA FLOOD INSURANCE RATE MAP (FIRM) NUMBERS 3801170189E AND 3801170193E, PANELS 189 AND 193 OF 850, WITH AN EFFECTIVE DATE OF NOVEMBER 4, 2010.
- REFER TO THE DISTRICT ADDITION PLAT AS RECORDED BY STARK COUNTY DOCUMENT NUMBER 3174153 FOR FURTHER DEPICTION OF EXISTING EASEMENTS WITHIN THIS SUBDIVISION.

LEGAL DESCRIPTION

A PARCEL OF LAND BEING LOT FOUR (4), BLOCK ONE (1) OF THE DISTRICT ADDITION LOCATED IN THE NORTHEAST QUARTER (NE¼) OF SECTION THIRTY-TWO (32), TOWNSHIP ONE-HUNDRED FORTY NORTH (T140N), RANGE NINETY-SIX WEST (R96W), OF THE FIFTH PRINCIPAL MERIDIAN (5TH P.M.), CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA.

SAID PARCEL CONTAINS 5.47 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 DISTRICT BUSINESS PARK FIRST 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

STATE OF _____

COUNTY OF _____

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED KC HOMISTON, 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.

NOTARY PUBLIC
RESIDING AT COUNTY OF _____, STATE OF _____

MY COMMISSION EXPIRES: _____

PROPRIETOR'S CERTIFICATE

I, AARON GRINSTEINER, AUTHORIZED REPRESENTATIVE OF VENTURE COMMERCIAL, LLC, RESIDING AT 4566 WEST RIDGE DRIVE, DICKINSON, ND 58601, THE OWNER AND PROPRIETOR OF PROPERTY LYING IN LOT FOUR (4), BLOCK ONE (1) OF THE DISTRICT ADDITION LOCATED IN THE NORTHEAST QUARTER (NE¼) OF SECTION THIRTY-TWO, TOWNSHIP ONE-HUNDRED FORTY NORTH, RANGE NINETY-SIX WEST OF THE FIFTH PRINCIPAL MERIDIAN (5TH P.M.), CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA, 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 DEDICATE ALL EASEMENTS AND PUBLIC RIGHT OF WAY AS SHOWN TO PUBLIC USE FOREVER.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME:

AARON GRINSTEINER - VENTURE COMMERCIAL, LLC

STATE OF _____

COUNTY OF _____

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED AARON GRINSTEINER, TO ME KNOWN TO BE THE SAME PERSON DESCRIBED IN AND THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND SEVERALLY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

NOTARY PUBLIC
RESIDING AT COUNTY OF _____, STATE OF _____

MY COMMISSION EXPIRES: _____

CITY OF DICKINSON COMMISSION APPROVAL

PRINTED NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

CITY ENGINEER APPROVAL

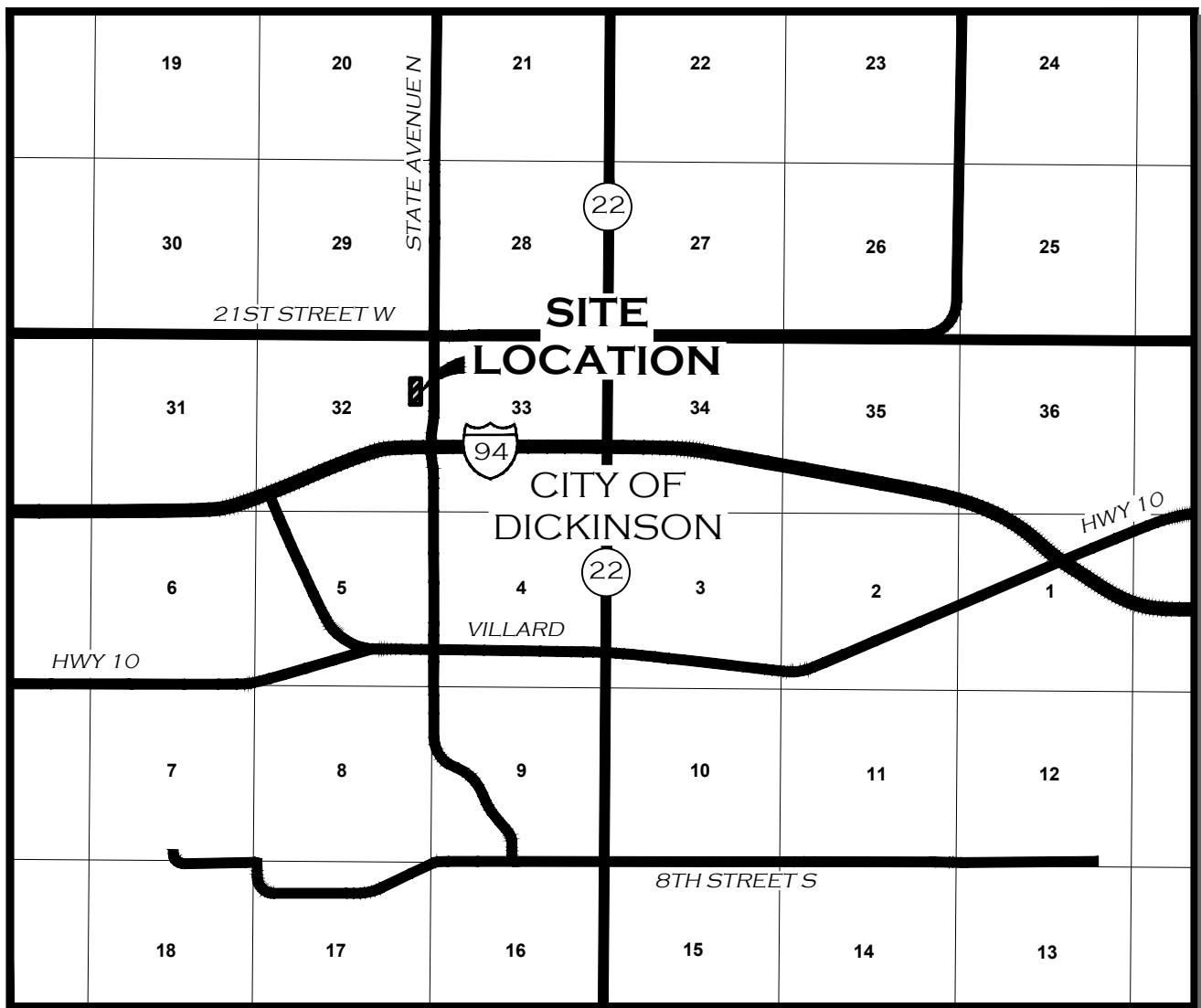
PRINTED NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

CITY PLANNING COMMISSION APPROVAL

PRINTED NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____



VICINITY MAP

1" = MILE



0 30' 60'
SCALE: 1" = 30'



HIGHLANDS
ENGINEERING

319 24TH STREET EAST, DICKINSON, ND 58601
OFFICE: 701.483.2444 | WWW.HIGHLANDSENG.COM

PROJECT NUMBER: 231003	SCALE: 1"=30'
DRAWN BY: AJA/AWS	DATE: 05/02/23

CITY OF **DICKINSON** | DEVELOPMENT AGREEMENT North Dakota

THIS AGREEMENT (the Agreement), made on the ____ day of _____, 2023 (“Effective Date”) between the City of Dickinson, a political subdivision, hereinafter called the City, and the Owner as identified herein.

Current Owner Name & Address: Venture Commercial, LLC
4566 West Ridge Drive
Dickinson, ND 58601

Legal Description:

A PARCEL OF LAND BEING LOT FOUR (4), BLOCK ONE (1) OF THE DISTRICT ADDITION LOCATED IN THE NORTHEAST QUARTER (NE1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP ONE-HUNDRED FORTY NORTH (T140N), RANGE NINETY-SIX WEST (R96W), OF THE FIFTH PRINCIPAL MERIDIAN (5TH P.M.), CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA.

SAID PARCEL CONTAINS 5.47 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES AND SURVEYS.

Also referred to herein as “**The District Business Park First Addition**”

Also referred to herein as the “**Subject Property**”

RECITALS

WHEREAS, Owner is the fee Owner of the Subject Property, located in the City of Dickinson, Stark County, North Dakota, legally-described as provided above; and

WHEREAS, Owner intends on re-platting the Subject Property; and

WHEREAS, Owner and City agree that the Subject Property will be improved and developed pursuant to the terms of this Agreement, “The District Business Park First Addition” plat, 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 is executed in conformance with Article 34 of the City of Dickinson Municipal Code effective as of the date of this Agreement and shall satisfy the requirements contained therein for a Subdivision Agreement to be completed prior to the filing and recordation of any **issuance of a Certificate of Occupancy on Subject Property**. This Agreement shall control the development of the Subject Property and the construction of Municipal Improvements necessary to serve the Subdivision or Subject Property with municipal services. 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. **Public Infrastructure Improvements – Special Conditions.** Public infrastructure improvements will be required to serve and properly drain the proposed Lots within this development. Owner and City hereby agree that the following are the only public infrastructure improvements required to be constructed as indicated herein and accepted by the City prior to a Certificate of Occupancy being issued in the Subject Property as indicated in Section 1 of this Agreement.

- a) Owner shall prepare or have prepared plans and specifications for the public water system necessary to serve the Subject Property. The public water system shall be located within the 20-foot water easement shown by *The District Addition* subdivision plat that runs through Lot 4, Block 1 of The District Addition. An 8-inch water main through this easement has been previously designed and approved by the City, but individual water service lines from said water main to each of the proposed lots in the Subject Property must be added. The water system shall be designed in accordance with public standards as defined by State and Local regulations. Final design plans shall be submitted to the NDDEQ and City for approval prior to the commencement of construction. The cost of preparing these plans shall be paid by Owner.
- b) Owner shall prepare or have prepared plans and specifications for the public sanitary sewer system necessary to serve the Subject Property. The sanitary sewer system shall be located within the 48.5-foot access, drainage, storm and sanitary sewer easement shown by *The District Business Park First Addition* plat drawing. This sanitary sewer system shall have an 8-inch main with individual service lines stubbed to each of the proposed lots in the Subject Property. The sanitary sewer system shall be designed in accordance with public standards as defined by State and Local regulations. Final design plans shall be submitted to the NDDEQ and City for approval prior to the commencement of construction. The cost of preparing these plans shall be paid by Owner.
- c) Owner shall prepare or have prepared plans and specifications for the construction of a storm sewer system within the 48.5-foot access, drainage, storm and sanitary sewer easement and the 17-foot drainage and storm sewer easement shown by *The District Business Park First Addition*

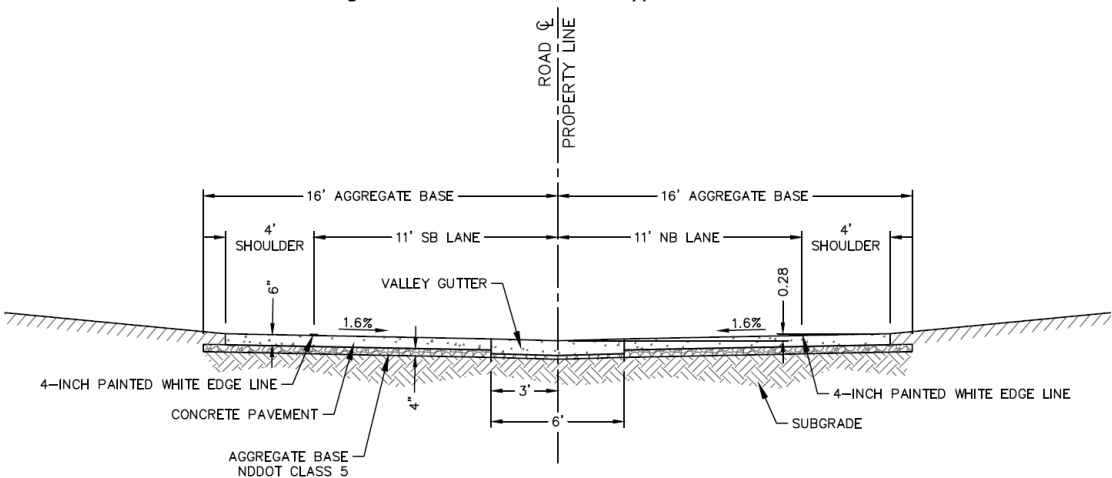
plat drawing. This storm sewer system shall convey runoff that is collected within the proposed access road to the existing drainage easement that runs through Lot 5, Block 1 of *The District Addition*. Final design plans shall be submitted to the City for approval prior to the commencement of construction. The cost of preparing these plans shall be paid by Owner.

- d) Owner shall construct or have constructed and shall pay all expenses for construction of all the public water system, sanitary sewer, and storm sewer improvements as depicted by the plans and specifications approved by the City as noted by Section 2. a), Section 2. b), and Section 2. c) of this Agreement. A Certificate of Occupancy for a Lot within the Subject Property shall not be issued until this necessary water and sewer infrastructure to serve said Lot has been constructed and accepted.
- e) Owner shall allow City to perform inspection of the public infrastructure improvements as needed to ensure proper construction in accordance with the approved plans and specifications noted by this Agreement. Owner shall pay City for said inspection services in accordance with the rates defined by the current City fee schedule.
- f) Title to the public infrastructure noted by this Section shall be as defined by Section 9 of this Agreement.

3. Private Infrastructure Improvements – Special Conditions. Private infrastructure improvements will be required to provide access to and to properly drain the proposed Lots within this development. OWNER and CITY hereby agree that the following are the only private infrastructure improvements required to be constructed as indicated herein and accepted by the City prior to a Certificate of Occupancy being issued in the Subject Property as indicated in Section 1 of this Agreement.

- a) Owner shall prepare or have prepared plans and specifications for the construction of an access road within the 48.5-foot access, drainage, storm and sanitary sewer easement shown by *The District Business Park First Addition* plat drawing. This access road shall be constructed according to the following typical section and shall include an emergency vehicle turnaround meeting the current International Fire Code requirements. Final design plans shall be submitted to the City for approval prior to the commencement of construction. The cost of preparing these plans shall be paid by the Owner.

Figure 1: Private Access Road Typical Section



- b) Owner shall prepare or have prepared a drainage plan depicting proposed elevations along the property lines within each drainage easement shown by *The District Business Park First Addition* plat drawing. These drainage easements shall allow for the collection and drainage of runoff

from multiple lots and/or overflow runoff from the proposed storm sewer system to be routed through these easements. Final design plans shall be submitted to the City for approval prior to the commencement of construction. The cost of preparing these plans shall be paid by Owner. These elevations must be followed for the development of the Subject Property and shall not be altered unless otherwise approved by the City.

- c) Owner shall construct or have constructed and shall pay all expenses for construction of completing the improvements as noted by Section 3. a) of this Agreement. A Certificate of Occupancy for a Lot within the Subject Property shall not be issued until these improvements have been constructed.
- d) All private infrastructure noted by this Section shall be privately owned and maintained through a method to be established by Owner.
- e) The City and/or their representative shall have the right to enter the proposed access easement for this access road through the Subject Property to inspect said roadway condition to ensure the condition is adequate for emergency and public works vehicles. If the City and/or their representative finds that the roadway condition has reached a Pavement Condition Index (PCI) of 35 or less as determined in accordance with ASTM D6433, current edition, the City shall notify Owner in writing that improvements are to be made to the roadway within 12 months to improve its condition, or the City will perform said improvements and assess Owner. If no improvements are completed, the City shall send a second written notification 6 months after the first notification, and a third written notification shall be sent 9 months after the first notification. If improvements to the access road are not complete by Owner within 12 months after the first written notification is received, the City and/or their representative shall have the right to reconstruct the access road with a pavement section having a 30-year design life maximum, as determined by industry standard methods at the time of reconstruction, unless otherwise agreed upon by both parties. The City may assess the costs for all surveying, design, testing, engineering, administration, and construction to Owner over a period of ten (10) years unless a different term is agreed upon by both parties. The cost shall be assessed according to N.D.C.C. requirements at the time of assessment, except Owner shall not be allowed the right to protest this assessment if the criteria indicated herein are met.

4. Assurance of Infrastructure Completion. In the event that construction of the required public infrastructure that is to be paid for directly by Owner as indicated in Section 2, herein, is not complete at the time of final plat recording for a particular phase of the project, Owner hereby agrees that no private improvements shall be constructed within any land located within the Subject Property unless and until a plan for developing and constructing such improvements and infrastructure is approved by the City. Such approval will be memorialized by a public infrastructure permit which will be valid for one year from the date of issuance at a fee listed in the current City fee schedule. Prior to the City recording the Final Plat of the Subject Property, Owner shall post with the City security in the amount of 130% of the lesser of the estimated construction cost as approved by the City Engineer or actual bid amounts, if available, for said improvements to assure the completion of the required public infrastructure that is to be paid for directly by Owner for the Subject Property, as required under Dickinson City Code §34-60. The security posted by Owner shall be a line of credit held by the City and Owner until the cost of each approved phase(s) of the infrastructure for the whole of the Subject Property has been completed, but this line of credit may be drawn down by Owner to make payments for work completed. A full release of the security remaining upon the completion of construction shall be made upon completion of the work, inspection, and final acceptance of the same. The Security remaining upon completion of construction shall remain in effect through warranty examination and final inspection by the City as indicated by Section 10, herein.

5. 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.

6. Subdivision of Land. Owner shall otherwise conform to all requirements regarding the subdivision of land enacted by the City of Dickinson, as set forth in Chapter 34 of the City of Dickinson Municipal Code, as may be amended from time to time. The provision of remedies 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.

7. Permits. The City's approval of this Agreement does not include approval of permits for construction within the Subject Property. Owner shall separately apply to the City for any building permits, certificates of occupancy, right-of-way permits, or similar approvals for any and all construction within the Subject Property. Owner shall notify all prospective lot owners within the Subject Property that the City will not accept any building permit or development applications until the City has approved the final storm water management plan.

8. Repairs and Replacements. Owner 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 Owner or Owner's agents. Owner 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 their designee.

9. Title to Public Improvements. Title to, and ownership of, any and the public infrastructure in the Subject Property, which shall include the water system, sanitary sewer system, and storm sewer system discussed in Section 2 within the water, storm and sanitary sewer easements as dedicated and granted within the Subject Property by *The District Business Park First Addition* subdivision plat, shall vest in the CITY upon completion, acceptance, and satisfaction of any warranty issues for such improvements with the following additional requirements:

- a) The real property encumbered by water, storm and sanitary sewer 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 infrastructure that is to be owned and maintained by the City within these 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 said public infrastructure. Owner shall not change the existing grade within the easements without prior approval from the City. This shall not restrict the Owner from constructing pavements, fences, landscaping, or utilities within the easement that do not adversely affect the public infrastructure. Upon completion of any work within the easements, the City shall leave the Subject Property in good repair so that there is no unreasonable damage, which shall include, but not be limited to, repair of any damage to the private access road above this infrastructure. If the City is not able to have the Subject Property repaired to its existing condition, the City shall pay for damages to the Subject 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.

- b) The public infrastructure to be owned and maintained by the City shall include the water and sewer pipes, services lines, hydrants, structures, inlets, castings, valves, fittings, and all other necessary appurtenances for these systems that are located within said water, storm and sanitary sewer easements in the Subject Property.

10. Maintenance Warranty. For all public municipal improvements within the Subject Property constructed privately by Owner, and in accordance with Dickinson City Code §34-60 and Section 4, herein, assurance shall be provided by Owner. The amount of this assurance remaining at the completion of construction is to remain in full effect for a warranty period of no less than one (1) year following substantial completion of said improvements. Until the end of this one-year warranty period, Owner shall remedy at Owner's expense any damage to real or personal property, when that damage is the result of: (1) Owner's failure to conform to the requirements of the City; or (2) any defect of equipment, material, workmanship, or design furnished. Owner shall restore any work damaged in fulfilling the terms and conditions of this Section. Owner shall: (1) use commercially reasonable efforts to obtain all warranties that would be given in normal commercial practice; (2) to the extent possible, require all warranties be executed, in writing, for the benefit of the City; and (3) enforce all warranties for the benefit of the City. In the event Owner's warranty as provided herein has expired, the City may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty. Owner shall have no liability for the improvements made upon expiration of the warranty period.

11. 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. As Owner sells individual lots within the Subject Property, Owner shall specifically notify the purchaser thereof of this Agreement. All obligations, promises and covenants of Owner contained herein shall similarly be binding upon purchasers of lots within the Subject Property, and shall no longer apply to previous Owner upon conveyance of ownership.

12. 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.

13. 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.

14. 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.

15. 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: _____
Scott Decker, President
Board of City Commissioners

ATTEST:

By: _____
Title: _____
Signature: _____

STATE OF NORTH DAKOTA)
) ss
COUNTY OF STARK)

On this _____ day of _____, 2022, before me personally appeared **Scott Decker** and _____ known to me to be, respectively, the President of the Board of City Commissioners and the _____ of the City of Dickinson, the persons who are described herein and who executed the within and foregoing instrument and acknowledged to me that the City of Dickinson executed the same.

Notary Public
Stark County, North Dakota

OWNER – Venture Commercial, LLC

By: _____

Title: _____

Signature: _____

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared _____, the **Owner** described herein, known to me, and who executed the within and foregoing document and acknowledged to me that such entity executed the same.

To: Planning and Zoning Commission
From: City of Dickinson Development Team
Date: August 9, 2023
Re: **FLP-007-2023 District Business Park First Addition Final Subdivision Plat**

OWNER/APPLICANT

Chad Glasser-Venture Commercial LLC
P.O. Box 1316
Dickinson ND 58602

Hearings: August 15, 2023 City Commission

REQUEST

- A. Request:** To consider a Final Major Plat for The District Business Park 1st Addition, located in the NE ¼ of Section 32, Township 140N, Range 96W located within the City of Dickinson. The site consists of +/- 5.47 acres. This Final Major Subdivision Plat petition is a companion to REZ-003-2023 The District Business Park First Addition Planned Unit Development (PUD) rezoning.
- B. Project Address/Legal Description/Area:** The lot proposed for subdivision is generally located on the south side of 19th Street West, approximately 500 feet west of State Avenue North and legally described as Lot 4, Block 1 of The District Addition Subdivision in the City of Dickinson.
- C. Project Description:** The applicant is proposing a 22-lot subdivision for the accompanying proposed PUD to allow Limited Commercial zoning district uses and residential uses.

Table I: Current Zoning And Use	
ZONING	Community Commercial (CC)
CURRENT USE	Undeveloped
FUTURE LAND USE MAP DESIGNATION	MIXED USED
GROSS SITE ACREAGE	5.47

Table II-Adjacent Zoning and Land Use		
Direction	Zoning	Land Use
North	High Density Residential (R3)	Multi-family residential
East	CC	Undeveloped
South	CC	Undeveloped
West	Agricultural (AG)	Undeveloped

STAFF REVIEW AND RECOMMENDATIONS

Compliance with Zoning and Subdivision Regulations: Each proposed lot satisfies zoning requirements regarding minimum square footage per the proposed The District Business Park Addition PUD request. The Final Major Plat also satisfies all lot boundary requirements, current zoning requirements, and Major Subdivision Plat requirements as specified in the proposed PUD request

Public Input: As of the date of report, City staff has not received any public comments.

Staff Recommendation: The City Development Team staff recommends **approval** of the application of the application and recommends the following **condition** be attached to the approving resolution:

- i. The developer shall extend the sidewalk eastward, across Lot 5, Block 1, The District Addition to enable pedestrian crossing across 19th Street W.
- ii. The Final Plat shall become effective upon recordation of the companion development agreement which is to be recorded by the Stark County Recorder’s office; and
- iii. In addition to the conditions listed above the PUD shall also comply with all applicable City, County, State, and Federal regulations.

Attachments:

- A - Application Material

MOTIONS:

*****Approval*****

*“I move the City of Dickinson Planning and Zoning Commission recommend Approval of **FLP-007-2023 the District Business Park First Addition final plat petition** as being compliant with the City of Dickinson Comprehensive Plan, as meeting all the requirements of the Dickinson Municipal Code, and also being in the interest of the public health, safety and welfare “*

(AND) the following additional requirements (IF THE PLANNING AND ZONING COMMISSION RECOMMENDS ANY ADDITIONS AND/OR DELETIONS TO THE PROPOSED MOTION LANGUAGE):

1. _____;
2. _____.

*****Denial*****

*“I move the Dickinson Planning and Zoning Commission recommend Denial of **FLP-007-2023 the District Business Park First Addition final plat petition** as **not** being compliant with the City of Dickinson Comprehensive Plan, as **not** meeting all the requirements of the Dickinson Municipal Code, and as **not** being in the interest of the public health, safety and welfare “*

ATTACHMENT A – APPLICATION MATERIALS

RESOLUTION NO: _____ - 2023

**A RESOLUTION APPROVING FINAL PLAT ENTITLED
THE DISTRICT BUSINESS PARK FIRST ADDITION
STARK COUNTY, NORTH DAKOTA.**

WHEREAS, application has been made to the Board of City Commissioners for the approval of a final plat of **THE DISTRICT BUSINESS PARK FIRST ADDITION:**

A PARCEL OF LAND BEING LOT FOUR (4), BLOCK ONE (1) OF THE DISTRICT ADDITION LOCATED IN THE NORTHEAST QUARTER (NE14) OF SECTION THIRTY-TWO (32), TOWNSHIP ONE-HUNDRED FORTY NORTH (T140N), RANGE NINETY-SIX WEST (R96W), OF THE FIFTH PRINCIPAL MERIDIAN (5TH P.M.), CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA.

SAID PARCEL CONTAINS 5.47 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 **THE DISTRICT BUSINESS PARK FIRST 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 _____, 2023.

Scott Decker, President
Board of City Commission

ATTEST:

Dustin Dassinger, City Administrator

To: City Commission
From: City of Dickinson Development Team
Date: August 4, 2023
Re: **FLP-009-2023 Tidal Wave Carwash Minor Plat**

OWNER

Jordheim Properties, LLC
1716 37th Street E
Dickinson, ND 58601

APPLICANT

Darcy Leeseberg / John Lapointe - New Potato Creek Holdin
124 E. Thompson Street
Thomaston, GA 30286

Public	August 11, 2023	Planning and Zoning
Hearings:	August 15, 2023	City Commission

EXECUTIVE SUMMARY

To consider a Preliminary/Final Plat for an unplatted parcel located in the NW ¼ Section 34, Township 140N, Range 96W. The site consists of +/- 1.32 acres. The subject parcel is zoned Community Commercial (CC).

REQUEST

- A. Request:** The applicant seeks to plat the subject parcel in order to proceed with the legal purchase of the lot. The proposed land use for the subject parcel is defined as an *Auto Service*, per Section 39.03.007 Commercial Use Types, and is permitted within the Community Commercial zoning district.
- B. Location/Legal Description/Area:** The subject parcel is located at the southeast corner of 21st Street W and 3rd Ave W with the address, 2090 3rd Avenue West. The north side of the property is intersected by a continuation of a bicycle trail along the south side of 21st Street W. State DOT property is located directly to the east and a commercial office directly to the south.

ZONING	CC
FUTURE LAND USE MAP DESIGNATION	Commercial
GROSS SITE ACREAGE	1.32 acres
LOTS PROPOSED	1

CURRENT ADJACENT LAND USE/ZONING		
Direction	Zoning	Land Use
North	GC	Automotive services
East	CC	NDDOT maintenance & storage
South	CC	Office retail & services
West	Major arterial / CC	Primary traffic thoroughfare / drive-through banking, mall parking, mall retail, grocery / pedestrian serpentine path

Context:

Background

- The Tidal Wave Auto Spa facility is proposed to be located on the current 1.32-acre unplatted parcel.
- The carwash building, per provided site plans, would be approximately 133-feet long by 20-feet wide. A mechanical/equipment/electrical room and restroom, approximately 42-feet long by about 20-feet wide would be attached to the main building. The site will be accessed from the existing approach to 21st Street W., with a driving lane around the east side of the site. The proposed building is to be located on the north side of the site and a parked self-service area is proposed for the south side of the site.

Major Issues

- The approach to 21st Street W currently intersects with an established bicycle trail. The intended land use for the subject parcel is expected to lead to a notable increase in traffic along this approach. The developer has agreed to the condition addressing this concern.

STAFF REVIEW AND RECOMMENDATIONS

- **Compatibility with Local Uses:** The proposed carwash use will be compatible with the existing uses within the immediate vicinity.
- **Compliance with Zoning and Subdivision Regulations:** The proposed lot satisfies zoning requirements regarding minimum square footage per Section 39.04.005 of the municipal code. The proposed Preliminary/Final Plat satisfies all lot boundary requirements, current zoning requirements, and Minor Subdivision Plat requirements.

Public Input: As of the date of this report, City staff has not received any public comments.

Staff Recommendation: The City Development Team staff recommends **approval** of the minor plat application, subject to the following conditions:

- A sign shall be prominently displayed within the property boundaries, ensuring clear visibility to exiting drivers. The sign shall serve as a reminder to exercise caution and attentiveness towards cyclists and pedestrians crossing the approach to 21st Street W.

Attachments:

- A - Application Material

MOTIONS:

Approval

*"I move the City of Dickinson City Commission recommend Approval of **FLP-009-2023 Tidal Wave Minor Plat** subject to the conditions above, 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 CITY COMMISSION RECOMMENDS ANY ADDITIONS AND/OR DELETIONS TO THE PROPOSED MOTION LANGUAGE):

1. _____;
2. _____.

Denial

*"I move the Dickinson City Commission recommend Denial of **FLP-009-2023 Tidal Wave Minor Plat** petition as NOT meeting all the requirements of the Dickinson Municipal Code and as being contrary to interest of the public health, safety and welfare."*

ATTACHMENT A –

APPLICATION MATERIALS

AFFIDAVIT OF LEGAL INTEREST

STATE OF NORTH DAKOTA)
 :SS
COUNTY OF STARK)


- A. I, Brent Jordheim, the President of Jordheim Properties, LLC, whose address is 1716 37th Street East, Dickinson, North Dakota 58601, being first duly sworn upon oath, depose and say that Jordheim Properties, LLC IS the owner of record of the property described on the attached application.
- B. I grant my permission to New Potato Creek Holdings, LLC, whose address is 124 E. Thompson Street, Thomaston, Georgia 30286, to submit the accompanying application pertaining to the property described on the attached application.
- C. I agree to indemnify, defend and hold the City of Dickinson and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.

Date this 13th day of July, 2023.


Brent Jordheim

On this 13th day of July, 2023, before me personally appeared Brent A. Jordheim, President of Jordheim Properties, LLC, to me known to the person who is described in and who executed the within and foregoing Affidavit and severally acknowledge that he executed the same.

DARCI LOEWEN
Notary Public
State of North Dakota
My Commission Expires September 9, 2024


Notary Public: Darci Loewen
Stark County, North Dakota
My Commission Expires: 09-09-2024

TWAS DICKINSON SUBDIVISION

A PLAT OF PART OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 140 NORTH,
RANGE 96 WEST OF THE FIFTH PRINCIPAL MERIDIAN,
CITY OF DICKINSON,
STARK COUNTY, NORTH DAKOTA

PLAT INFORMATION

ZONING: COMMUNITY COMMERCIAL

NUMBER OF LOTS: 1
TOTAL ACREAGE: 1.32 ACRES

OWNER

JORDHEIM PROPERTIES, LLC
1716 37TH STREET EAST
DICKINSON, ND 58601

PLANNING AND ZONING COMMISSION APPROVAL.

JOSHUA SKLUZACEK, SECRETARY

DATE

STARK COUNTY APPROVAL.

DEAN FRANCHUK, CHAIRMAN OF THE BOARD

DATE

CITY OF DICKINSON APPROVAL.

SCOTT DECKER, PRESIDENT OF DICKINSON CITY COMMISSION

DATE

CITY ENGINEER APPROVAL.

JOSHUA SKLUZACEK

DATE

VICINITY MAP

(NOT TO SCALE)



DICKINSON, NORTH DAKOTA

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGMENT

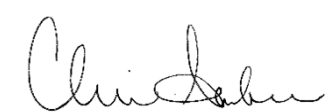
I, CHRIS AMBOURN, A REGISTERED LAND SURVEYOR IN THE STATE OF NORTH DAKOTA, HEREBY CERTIFY THAT THE SURVEY OF ALL OF TRACT 1 AS DESCRIBED IN THE QUIT CLAIM DEED DOCUMENT NUMBER 3062450 LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 140 NORTH, RANGE 96 WEST OF THE FIFTH PRINCIPAL MERIDIAN, STARK COUNTY, NORTH DAKOTA, WAS MADE UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE BOUNDARY OF SAID TRACT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

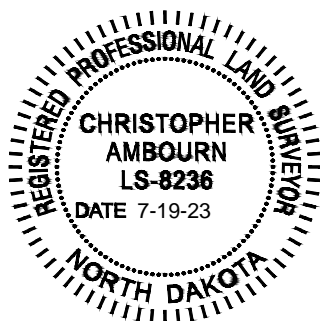
BEGINNING AT A POINT 122 FEET SOUTH AND 100 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 34; THENCE SOUTH, PARALLEL WITH THE WEST LINE OF SAID SECTION 34, ON AND ALONG THE HIGHWAY 22 RIGHT OF WAY LINE, A DISTANCE OF 174.9 FEET; THENCE EAST, PARALLEL WITH THE NORTH LINE OF SAID SECTION 34, A DISTANCE OF 210 FEET; THENCE SOUTH, PARALLEL WITH THE WEST LINE OF SAID SECTION 34, A DISTANCE OF 10 FEET; THENCE EAST, PARALLEL WITH THE NORTH LINE OF SAID SECTION 34, A DISTANCE OF 112 FEET; THENCE NORTH, ON AND ALONG THE "NORTH DAKOTA HIGHWAY DEPARTMENT ADDITION" LINE, A DISTANCE OF 184.9 FEET; THENCE WEST, PARALLEL WITH THE NORTH LINE OF SAID SECTION 34, AND ON AND ALONG THE SOUTH RIGHT OF WAY LINE OF 21ST STREET, A DISTANCE OF 322 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1.32 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS PREVIOUSLY ACQUIRED.

I FURTHER CERTIFY THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE SURVEY, THAT ALL DISTANCES ARE CORRECT, AND MONUMENTS ARE PLACED IN THE GROUND AS SHOWN, THAT THE OUTSIDE BOUNDARY LINES ARE CORRECTLY DESIGNATED ON THE PLAT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME:


CHRIS AMBOURN, PLS DATE: 07/19/2023
NORTH DAKOTA LICENSE NO. LS-8236,
CHRIS.AMBOURN@WESTWOODPS.COM



PROPRIETOR'S CERTIFICATE

WE, JORDHEIM PROPERTIES, LLC, OWNERS AND PROPRIETORS OF THE SUBDIVISION LOCATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 140 NORTH, RANGE 96 WEST OF THE FIFTH PRINCIPAL MERIDIAN, STARK COUNTY, NORTH DAKOTA ON THIS PLAT SHOWN HEREON AND DESCRIBED IN THE SURVEYOR'S CERTIFICATE, DO HEREBY DECLARE THAT WE HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED BY CHRIS AMBOURN, A NORTH DAKOTA LICENSED LAND SURVEYOR, AS SHOWN ON THE ACCOMPANYING PLAT, AND DO HEREBY DEDICATE ALL UTILITY AND DRAINAGE EASEMENTS, AND PUBLIC STREET RIGHTS-OF-WAY AS SHOWN TO PUBLIC USER FOREVER.

IN WITNESS, WHEREOF, I HERE UNTO SUBSCRIBE MY NAME:

_____, ITS _____
(NAME)

(SIGNATURE)

STATE OF NORTH DAKOTA
COUNTY OF STARK

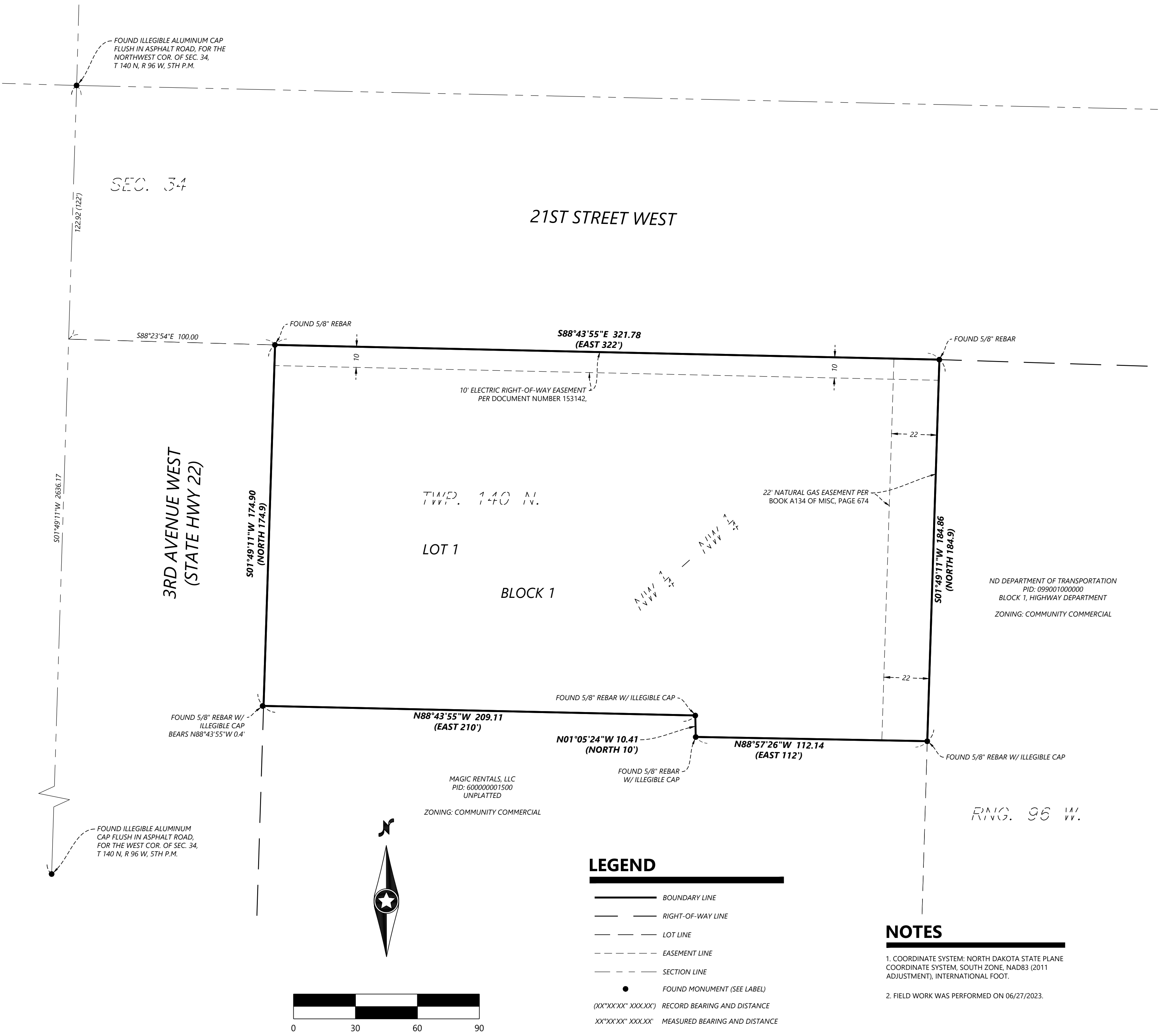
ON THIS DAY ____ of _____, 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF NORTH DAKOTA, PERSONALLY APPEARED _____ OF JORDHEIM PROPERTIES, LLC, KNOWN TO ME TO BE THE PERSON(S) WHO ARE DESCRIBED IN THE FOREGOING PROPRIETOR'S CERTIFICATE, WHO EXECUTED THE SAME AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME.

NOTARY PUBLIC FOR THE STATE OF NORTH DAKOTA

RESIDING AT _____
MY COMMISSION EXPIRES _____

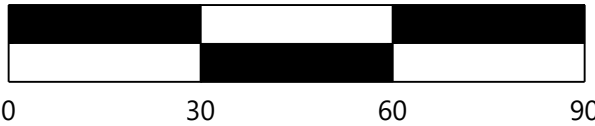
NOTES

- COORDINATE SYSTEM: NORTH DAKOTA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83 (2011 ADJUSTMENT), INTERNATIONAL FOOT.
- FIELD WORK WAS PERFORMED ON 06/27/2023.



LEGEND

- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- LOT LINE
- EASEMENT LINE
- SECTION LINE
- FOUND MONUMENT (SEE LABEL)
- (XX°XX'XX" XXX.XX') RECORD BEARING AND DISTANCE
- XX°XX'XX" XXX.XX' MEASURED BEARING AND DISTANCE



RESOLUTION NO: _____ - 2023

**A RESOLUTION APPROVING FINAL PLAT ENTITLED
THE TWAS DICKINSON SUBDIVISION
STARK COUNTY, NORTH DAKOTA.**

WHEREAS, application has been made to the Board of City Commissioners for the approval of a final plat of **THE TWAS DICKINSON SUBDIVISION:**

TRACT 1 AS DESCRIBED IN THE QUIT CLAIM DEED DOCUMENT NUMBER 3062450 LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 140 NORTH, RANGE 96 WEST OF THE FIFTH PRINCIPAL MERIDIAN, STARK COUNTY, NORTH DAKOTA, WAS MADE UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE BOUNDARY OF SAID TRACT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 122 FEET SOUTH AND 100 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 34; THENCE SOUTH, PARALLEL WITH THE WEST LINE OF SAID SECTION 34, ON AND ALONG THE HIGHWAY 22 RIGHT OF WAY LINE, A DISTANCE OF 174.9 FEET; THENCE EAST, PARALLEL WITH THE NORTH LINE OF SAID SECTION 34, A DISTANCE OF 210 FEET; THENCE SOUTH, PARALLEL WITH THE WEST LINE OF SAID SECTION 34, A DISTANCE OF 10 FEET; THENCE EAST, PARALLEL WITH THE NORTH LINE OF SAID SECTION 34, A DISTANCE OF 112 FEET; THENCE NORTH, ON AND ALONG THE "NORTH DAKOTA HIGHWAY DEPARTMENT ADDITION" LINE, A DISTANCE OF 184.9 FEET; THENCE WEST, PARALLEL WITH THE NORTH LINE OF SAID SECTION 34, AND ON AND ALONG THE SOUTH RIGHT OF WAY LINE OF 21ST STREET, A DISTANCE OF 322 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1.32 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS PREVIOUSLY ACQUIRED.

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 TWAS DICKINSON SUBDIVISION** Stark County, North Dakota, be and the same is hereby approved upon condition that the proposed streets, water and sewage and other utility facilities be in accordance with the City of Dickinson and Stark County regulation codes and as indicated on the final plat, and procedures acceptable to the Board of City Commissioners.

Dated this _____ day of _____, 2023.

Scott Decker, President
Board of City Commission

ATTEST:

Dustin Dassinger, City Administrator



ENGINEERING MEMORANDUM

August 9, 2023

RE: August 15th Commission Meeting

2023 Pavement Management Plan Contract Award to MDS Technologies, Inc.

For your consideration is a contract with MDS Technologies, Inc. to perform the 2023 Pavement Management Plan project for a lump sum amount not to exceed **\$44,650.00**. The pavement management plan report and digital data will be critical to the engineering department to better forecast and plan projects. The key deliverables within the pavement management plan are; current pavement condition index, current pavement roughness data, and a multi-year pavement development plan and project report. The digital data will be utilized in our current GIS software.

MDS Technologies, Inc. provided the 2019 Pavement Management Plan for the City of Dickinson.

The city engineering staff recommends approval



Pavement Management Study
2023 Contract

The parties to the City of Dickinson Pavement Management Study 2019 Contract (Contract) are the City of Dickinson, North Dakota (City), acting through its Engineering Department, and MDS Technologies, Inc. (CONSULTANT), having its principal place of business at 350 South Northwest Highway, Suite 300, Park Ridge, Illinois, 60068.

SCOPE OF WORK

CONSULTANT, in exchange for the compensation paid by City under this Contract, shall provide the services described in the attached documents:

PROPOSAL DATED July 21, 2023

COMPENSATION

Contractual Amount

City shall pay for the accepted services provided by CONSULTANT under this Contract a lump sum amount not to exceed \$44,650.00 (Contractual Amount).

The Contractual Amount is firm for the duration of this Contract and constitutes the entire compensation due CONSULTANT for performance of its obligations under this Contract regardless of the difficulty, materials or equipment required, including fees, licenses, overhead, profit and all other direct and indirect costs incurred by CONSULTANT, except as provided by an amendment to this Contract.

Payment

- 1) Payment made in accordance with this Compensation section shall constitute payment in full for the services and work performed and the deliverables and work(s) provided under this Contract and CONSULTANT shall not receive any additional compensation hereunder.
- 2) City shall make payment under this Contract within thirty (30) calendar days after receipt of a correct invoice. Progressive invoices may be submitted based on prorated percent of completion.
- 3) Payment of an invoice by City will not prejudice City's right to object to or question that or any other invoice or matter in relation thereto. CONSULTANT'S invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by City, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute allowable costs. At City's sole discretion, all payments shall be subject to reduction for amounts equal to prior overpayments to CONSULTANT.

- 4) For any amounts that are or will become due and payable to City by CONSULTANT, City reserves the right to deduct the amount owed from payments that are or will become due and payable to CONSULTANT under this Contract.

Travel

CONSULTANT acknowledges travel costs are covered by the Contractual Amount and shall not invoice the City of travel costs.

Prepayment

City will not make any advance payments before performance by CONSULTANT under this Contract.

Payment of Taxes by City

City is not responsible for and will not pay local, state, or federal taxes. City sales tax exemption number is E- 200I. City will furnish certificates of exemption upon request by the CONSULTANT.

TERM OF CONTRACT

This Contract begins on the date of City approval and ends on December 31, 2023 or with the receipt of the final report and all pertinent data.

No Automatic Renewal

This Contract will not automatically renew.

Extension Option

This Contract will not have an extension option.

Renewal Option

This Contract will not have a renewal option.

TERMINATION

Termination For Convenience

This Contract may be terminated by either party upon 30 days written notice.

Termination for Lack of Funding or Authority

City by written notice to CONSULTANT, may terminate the whole or any part of this Contract under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- 3) If any license, permit, or certificate required by law or rule, or by the terms of this Contract, is for any reason denied, revoked, suspended, or not renewed.

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

Termination for Cause

City may terminate this Contract effective upon delivery of written notice to CONSULTANT, or any later date stated in the notice:

- 1) If CONSULTANT fails to provide services required by this Contract within the time specified: or
- 2) If CONSULTANT fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms.

The rights and remedies of City provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

FORCE MAJEURE

Neither party shall be held responsible for delay or default caused by fire, riot, terrorism, acts of God or war if the event is beyond the party's reasonable control and the affected party gives notice to the other party promptly upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

INDEMNITY

The CONSULTANT shall indemnify and hold harmless the City from and against claims, damages, losses and expenses arising out of or resulting from performance of the work by

CONSULTANT or anyone directly or indirectly employed by CONSULTANT, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself). This includes any claims or amounts recovered for any infringements of patent, trademark or copyright.

INSURANCE

The CONSULTANT shall procure and maintain for the duration of the Agreement insurance against claims for personal injuries or death to persons or damage to property that may arise from or in connection with the performance of the work and services hereunder by the CONSULTANT, its agents, representatives, or employees as additional insureds.

The CONSULTANT shall maintain no less than the following coverages:

General Liability Coverage: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage;

Automobile Liability Coverage: \$1,000,000 combined single limit per accident for bodily injury, and property damage;

Workers Compensation and Employer's Liability Coverage: Workers' Compensation limits as required by State statute and Employer's Liability limits of \$1,000,000 per accident;

In the performance of its obligations pursuant to the Agreement, the CONSULTANT shall comply with all applicable provisions of federal, state and local law.

WORKS FOR HIRE

CONSULTANT acknowledges that all work(s) under this Contract is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to City all rights and interests CONSULTANT may have in the work(s) it prepares under this Contract, including any right to derivative use of the work(s). All software and related materials developed by CONSULTANT in performance of this Contract for City shall be the sole property of City, and CONSULTANT hereby assigns and transfers all its right, title, and interest therein to City. CONSULTANT shall execute all necessary documents to enable City to protect City's intellectual property rights under this section.

WORK PRODUCT

All work product, equipment or materials created for City or purchased by City under this Contract belong to City and must be immediately delivered to City at City's request upon termination of this Contract.

CONFIDENTIALITY

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

COMPLIANCE WITH PUBLIC RECORDS LAWS

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

INDEPENDENT ENTITY

CONSULTANT is an independent entity under this Contract and is not a City employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workforce Safety and Insurance Act. CONSULTANT retains sole and absolute discretion in the manner and means of carrying out CONSULTANT'S activities and responsibilities under this Contract, except to the extent specified in this Contract.

ASSIGNMENT AND SUBCONTRACTS

CONSULTANT may not assign or otherwise transfer or delegate any right or duty without City's express written consent. However, CONSULTANT may enter into subcontracts provided that any subcontract acknowledges the binding nature of this Contract and incorporates this Contract, including any attachments. CONSULTANT is solely responsible for the performance of any sub-CONSULTANT with whom CONSULTANT contracts. CONSULTANT does not have authority to contract for or incur obligations on behalf of City.

SPOILIATION - PRESERVATION OF EVIDENCE

CONSULTANT shall promptly notify City of all potential claims that arise or result from this Contract. CONSULTANT shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim. while maintaining public safety, and grants to City the opportunity to review and inspect the evidence, including the scene of an accident.

MERGER AND MODIFICATION, CONFLICT IN DOCUMENTS

This Contract, including the following documents, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

Notwithstanding anything herein to the contrary, in the event of any inconsistency or conflict among the documents making up this Contract, the documents must control in this order of precedence:

- a. The terms of this Contract as may be amended;
- b. City's Request for Proposal ("RFP") for the 2023 Pavement Management Study Project #202318.
- c. CONSULTANT's proposal dated July 21, 2023 in response to the above referenced RFP, revised to include roughness data collection, enter pavement projects/historical information, and provide PAVER User Training.

SEVERABILITY

If any term of this Contract is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if this Contract did not contain that term.

APPLICABLE LAW AND VENUE

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

ALTERNATIVE DISPUTE RESOLUTION-JURY TRIAL

City does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. City does not waive any right to a jury trial.

ATTORNEY FEES

In the event a lawsuit is instituted by City to obtain performance due under this Contract, and City is the prevailing party, CONSULTANT shall pay City's reasonable attorney fees and costs in connection with the lawsuit.

NONDISCRIMINATION AND COMPLIANCE WITH LAWS

CONSULTANT agrees to comply with all laws, rules, and policies, including those relating to

nondiscrimination, accessibility and civil rights. CONSULTANT agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation and workers' compensation premiums. CONSULTANT shall have and keep current at all times during the term of this Contract all licenses and permits required by law.

AUDIT

All records, regardless of physical form, and the accounting practices and procedures of CONSULTANT relevant to this Contract are subject to examination by the City Auditor or designee, if required.

CONSULTANT shall maintain all of these records for at least three (3) years following completion of this Contract and be able to provide them at any reasonable time. City shall provide reasonable notice to CONSULTANT prior to conducting examination.

EFFECTIVENESS OF CONTRACT

This Contract is not effective until fully executed by both parties. If no start date is specified in the Term of Contract, the most recent date of the signatures of the parties shall be deemed the Effective Date.

CONSULTANT

MDS Technologies, Inc.

CITY OF DICKINSON

By: Trevor Triffo

Printed Name: Trevor Triffo

Title: President

Date: August 8, 2023

By: _____

Printed Name: _____

Title: _____

Date: _____

MDS Technologies, Inc.

Proposal to Provide 2023 Pavement Management Study Services

Prepared for:

City of Dickinson
North Dakota



August 2, 2023

City of Dickinson
Engineering Department
99 2nd Street East
Dickinson, ND 58601

Attention: Loretta Marshik
Assistant City Engineer

Re: Proposal to Provide 2023 Pavement Management Study Services

Dear Loretta;

MDS Technologies, Inc. has a strong interest in providing the above referenced services to the City of Dickinson in response to the City of Dickinson's RFP for Project #202318. We are uniquely qualified to provide these services to the City for several reasons:

- We have successfully provided these services to the City in 2019;
- We have successfully evaluated the condition of thousands of miles of pavements in accordance with ASTM D6433 for many other municipal and county governments in 18 States and 3 Canadian provinces;
- We have expert knowledge and many years of experience implementing the PAVER pavement management system;
- We have the vehicle-based technology needed to assess the condition of the City's road network quickly, accurately, and cost-effectively;
- We have a reputation for providing high quality services delivered according to schedule for a very competitive fee.

The individual authorized to represent our firm for this project is Mr. Trevor T. Triffo, Principal. He can be reached by telephone at 847-830-1074 or by email at ttriffo@mdstechnologies.com.

Sincerely,

MDS Technologies, Inc.

A handwritten signature in blue ink that reads "Trevor Triffo". The signature is written in a cursive, flowing style.

Trevor T. Triffo
Principal

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1 Introduction

MDS Technologies, Inc. (MDST) was incorporated in 2002 in the State of Illinois as a “C” corporation. Our office is located at 350 S. Northwest Highway, Suite 300, Park Ridge, IL 60068. We currently have clients in 18 States and we serve all of them from this location. Operating from a centralized location allows us to better manage our projects and maximize the quality of our product since all the data we collect flows through the same quality control individuals and processes.

Since our inception sixteen years ago, MDST has specialized in implementing pavement management systems for the public works departments of municipal and county governments. We have performed over 150 projects that have involved implementing and updating pavement management systems with pavement condition data collected in accordance with ASTM D6433. We also inventory, map, and assess the condition of other public works assets such as traffic signs, sidewalk, curb and gutter and pavement markings.

2 Project Approach

This project involves reassessing the condition of the City’s 199 centerline mile road network, updating the City’s PAVER pavement management system, creating a 10 year pavement rehabilitation plan, and providing a written project report. The City may also consider GPR, FWD, and/or IRI testing on some or all of the road network.

We will assess the condition of the City’s road network in accordance with the latest version of ASTM D6433. This method involves a visual assessment of the severity and extent of up to 20 distresses for both AC and PCC surfaced roads. This data will be used to calculate a Pavement Condition Index (PCI) score for each road segment. The PCI scores will be comparable to those of the 2019 study since the same evaluation method and personnel will have been used in both cases.

The consultant must also create a rehabilitation program for the upcoming ten year period. The rehabilitation program must reflect the policies and rehabilitation strategies used by the City. A written report that describes the work performed, summarizes the condition of the City’s road system, and presents a rehabilitation program is to be provided.

MDST has created a Work Plan consisting of six tasks to meet the needs of the City. Each of these Tasks is discussed in detail below.

Task 1: Project Initiation Meeting

A Project Initiation meeting can be held within one week of MDST being authorized to proceed with the project by the City. This meeting will be held between MDST’s Project Manager and City staff via a web meeting. This meeting will be used to review and refine the project goals, scope, schedule, establish communication protocols, and discuss the pertinent technical and

administrative details of the project. MDST's Project Manager will present our Project Approach in detail at this meeting. This will include details of our data collection technology, how pavement condition will be assessed, and our quality control processes.

We will also acquire the necessary information to prepare for field activities. The roads to be included in the project need to be identified by City staff. The main source of this information is expected to be the City's GIS pavement centerline file and the existing PAVER database. We understand that there may be a substantial number of new roads added to the City's network since we preformed the previous evaluation in 2019. We will add any new roads into the PAVER database if the City has not already done so.

Task 2: Perform Field Work

MDST will use our vehicle-based approach to collect pavement condition data on approximately 160 centerline miles of City roads. Our approach is specifically designed to be consistent with the ASTM D6433 method of pavement condition evaluation. This Task can proceed within one week after the Project Initiation Meeting has been held. This task has an expected duration of about one (1) week.

We use GPS-enabled digital cameras that output 8 MP images in JPG format. Images are typically captured at approximately 30-foot intervals to ensure complete coverage of the pavement surface. Images are usually located to within three feet of the actual location under open sky conditions. For pavement evaluation, we use a roof-mounted, two-camera configuration. One camera provides a forward -looking streetscape view, and the second camera provides a downward looking, detailed pavement view.

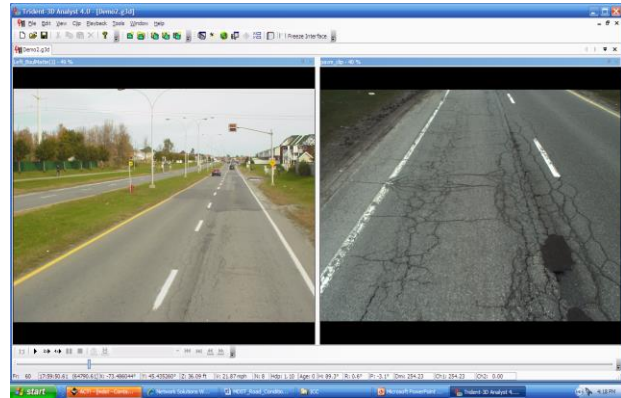
Our standard procedure is to test two lane roads in one (1) direction. Roads with more than two (2) lanes are tested in both directions of travel. For multi-lane roads, the lane in the worst condition is driven (typically the curb lane), but all lanes are evaluated.

At the City's option, we can also collect pavement roughness data using a cell phone app that uses the accelerometers and gyroscopes present in a modern cell phone. We have successfully collected pavement roughness data in this manner for several municipal clients. We have found the data collected with the cell phone app to be comparable to the data collected with road profiling equipment in an urban environment at significantly lower cost. A Ride Quality Index score on a zero to 100 scale can be provided to match the PCI zero to 100 scale.

Task 3: Evaluate Pavement Condition and Calculate PCI Scores

It is important to note that we assess pavement condition in an office environment. Pavement condition is assessed through analysis of the sequential digital imagery captured with the data collection vehicle. With this approach, the imagery can be viewed as slowly and as often as needed to accurately identify and capture the distresses that exist on the pavement.

A sample image pair is shown adjacent. Because each frame is tied to positioning data acquired from GPS, the location of each image pair can be easily tied to a road segment. Also, since images are captured at preset intervals, the amount of distress that occurs at each severity level can be easily tallied through procedures we have developed for this purpose.



Once acquired, the distress type, severity, and extent data are loaded into the inspection module of the PAVER system and used to calculate a PCI score for each road segment. Note that any new roads constructed since the 2019 study will be added to the system. In addition, the historical data for any roads that received rehabilitation since the 2019 study can be updated.

Task 4: Link to GIS Pavement Centerline File

The PAVER system can be linked to a GIS pavement centerline file using functionality in the PAVER system that allows a segment in the pavement management database to be linked to a corresponding segment(s) in the GIS pavement centerline file. MDST will create this linkage and configure the system so that data from the PAVER database can be exported and displayed in the City's GIS. An ESRI GIS Shape containing PCI scores and other data will be provided by MDST.

Task 5: Develop Multi-Year Rehabilitation Plan

MDST will develop a multi-year pavement rehabilitation plan that reflects the City's pavement rehabilitation policies, practices, and anticipated budget. A ten year rehabilitation plan will be created that includes tiered groupings and suggested maintenance/rehabilitation strategies prioritized for each year of the plan. Prioritization will be based on pavement condition, traffic volumes and other factors as appropriate.

Task 6: Project Report

MDST will prepare a draft and final report that summarizes the scope and objectives of the project, the data collection and evaluation methodology, key findings, and recommendations. As a minimum the report will include:

- Executive overview/summary of the project
- Field survey method and analysis
- Current PCI scores
- Multi-year rehabilitation plan for the expected budget
- Maps and Exhibits as needed to convey the results of the analysis
- Future PCI scores considering implementation of the rehabilitation program
- Other items to be determined in conjunction with the City.

Data from the PAVER system can also be provided in an Excel spreadsheet for the convenience of City staff. A backup of the updated PAVER database can also be provided.

Task 7: Pavement Roughness Data

We will collect pavement roughness data using a cell phone app called rRuf that uses the accelerometers and gyroscopes present in a modern cell phone. We have successfully collected pavement roughness data in this manner for several municipal clients. We have found the data collected with the cell phone app to be comparable to the data collected with road profiling equipment in an urban environment at significantly lower cost. A Ride Quality Index score on a zero to 100 scale can be provided to match the PCI zero to 100 scale.

The app works by measuring vertical accelerations using the accelerometer in an iPhone. The phone is placed in a rigid mount inside the vehicle so that it cannot move. The app is then initialized to determine the "zero point" for the accelerometer. When in data collection mode, the app collects vertical acceleration data and converts these readings to vertical displacements continuously as the vehicle moves along a road. The vertical displacements are summed at a user-defined interval (often 30 feet) and used to approximate International Roughness Index which is measures in vertical inches/mile. The open-ended IRI is then converted to a Riding Comfort Index on a zero to 100 scale using a logarithmic equation. The data for the 30-foot intervals that occur along a segment are combined to calculate IRI and/or RCI for each segment. The summarized data for each segment is what will be provided to the City.

The app continuously tracks vehicle position, orientation, speed and other variables. It also associates the roughness data to the appropriate segment in a GIS pavement centerline file. The app has built-in quality checks that can be used to eliminate data that does not meet thresholds for minimum speed, vehicle acceleration/deceleration, etc. The data can be transferred in real time or at the end of a data collection day to a cloud-based mapping application to view and quality check the data.

Task 8: Historical Pavement Project Data

MDST will enter the pavement projects that the City has performed over the past four years into the PAVER database. We assume the City can provide a list or map showing the location of the work, what specifically was done (e.g., chip seal, mill and overlay, etc.) and when the work was done.

Task 9 PAVER User Training

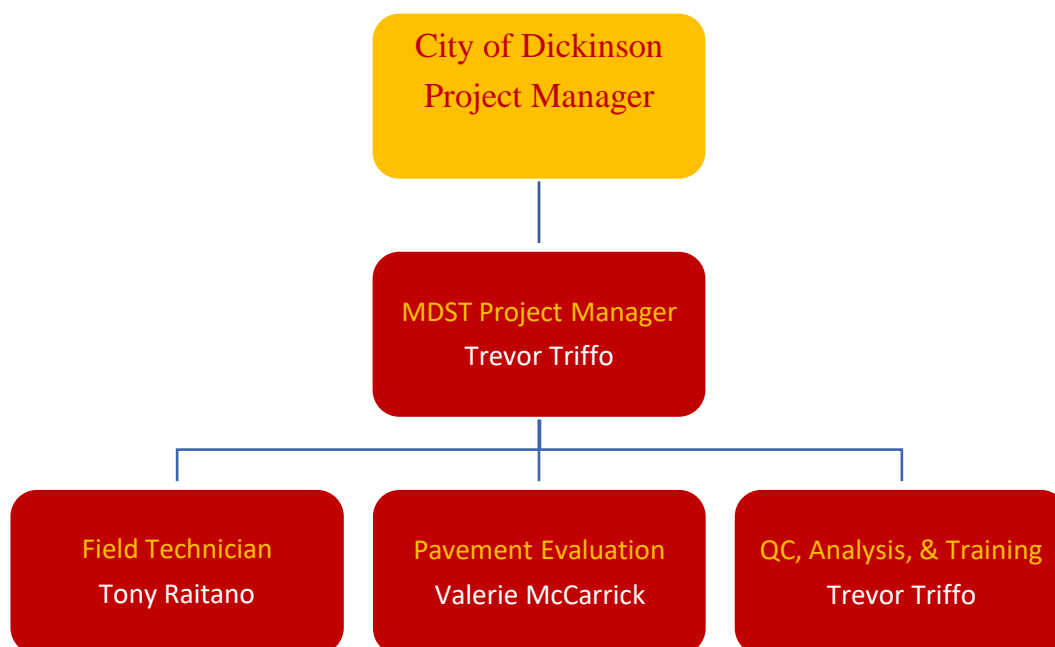
MDST will provide PAVER user training through a web meeting. Two separate two hour sessions is typically sufficient to transfer the knowledge needed to operate the system and perform typical tasks with the system. Training will include an overview of the menu system, accessing segment data, accessing inspection data, accessing historical data, generating standard and user-defined reports, using the map interface and linking to GIS, exporting data, etc. The second session can be held a few weeks after the first session and used to reinforce what was learned in the first session and possibly introduce more advanced topics such as

developing pavement performance models, creating rehabilitation programs, and performing budget analysis.

3 Project Manager and Team

MDST has assembled a team of experienced professionals for this project. MDST has the knowledge, experience, equipment, and resources to perform this project entirely with in-house staff. We do not intend to bring on any sub-consultants for this project.

Each member of MDST's project team will be assigned to a specific role. MDST's Project Manager will lead this team and personally perform quality control checks to ensure that an accurate, consistent, and complete product is created for the City. The structure of our team is shown below.



3.1 Project Manager

Mr. Trevor T. Triffo will function as MDST's **Project Manager** for this project. He is the Founder and Principal of MDST. Mr. Triffo holds a Master of Science Degree in Civil Engineering specializing in pavement and geotechnical engineering. He has worked in the pavement management field in roles of increasing responsibility over his thirty-year professional career and is a recognized leader in the industry. Mr. Triffo was Project Manager of the previous pavement management study project we performed for the City in 2019. He has also functioned as Project Manager on similar projects for many clients, including the City of Box Elder, SD; the City of South Jordan, UT; the City of Moscow, ID; the City of Green River, WY; the City of Boulder, CO; Summit County, CO; the City of South Jordan, UT; the City and County

of Honolulu, HI; the City of Fairbanks, AK; the Village of Bensenville, IL; and the Village of Bartlett, IL.

Mr. Triffo has made numerous presentations to senior staff and elected officials of municipal and county governments to provide the results of pavement management studies. He has also conducted numerous training sessions to transfer knowledge to new and experienced users of pavement management applications. A detailed resume for Mr. Triffo is provided in Appendix A. Project profiles and client contact information for projects managed by Mr. Triffo is provided in Appendix B.

3.2 Project Manager Role and Involvement

As Project Manager, Mr. Triffo will be intimately involved in all aspects of the work for the duration of the project. Any work not done specifically by Mr. Triffo will be directly overseen, reviewed for quality, and ultimately approved for release to the City by Mr. Triffo. As MDST's Project Manager of this project, Mr. Triffo will:

- function as the project team's point of contact for City staff;
- implement a Project Communication Plan to facilitate effective communication between the City and MDST. This includes bi-weekly progress reports and monthly progress reports and additional communications with the City as desired;
- manage the activities of the MDST field crew;
- oversee office-based pavement condition assessment activities;
- perform data quality checks required as part of company standard operating procedures;
- configure the pavement management system to reflect the City's policies and practices regarding rehabilitation programming and budget analysis;
- write the project report; and,
- monitor the status of the project from a cost and schedule perspective and take action as required to keep the project on track;

Mr. Triffo typically manages three or four concurrent projects. On average, about 5 to 7 hours per week is spent managing each project, including time spent on quality control. We anticipate that Mr. Triffo will be managing two or three projects when this project begins. This is a normal, manageable work load for Mr. Triffo.

3.3 Field Work Technician

Anthony Raitano will function as MDST's Field Technician for this project. Mr. Raitano has functioned in this capacity with MDST for ten years and has collected and analyzed pavement condition data for many of our clients including the City of Box Elder, SD; the City of Boulder, CO; the Town of Superior, CO; the City of South Jordan, UT; the City of Sandy Springs, GA. A detailed resume for Mr. Raitano is provided in Appendix A.

The field work is expected to take a maximum of one (1) week to complete.

3.4 Pavement/GIS Analyst

Valerie McCarrick will be assigned to this project as GIS/Pavement Analyst.

Ms. McCarrick has functioned in this capacity with MDST for six years and is an experienced member of our team. She has performed network-wide pavement evaluations using the ASTM D6433 method for the City of Boulder, CO; the Town of Superior, CO; the City of South Jordan, UT; the City of Dickinson, ND; the City of Sheridan, WY; the City of Sandy Springs, GA; Fayette County, GA; the Town of Tyrone, GA, and the Cities of Mount Prospect, Carpentersville, North Aurora, Warrenville, and Bensenville in Illinois.

On average, about 40 centerline miles of pavement can be analyzed weekly per analyst. Ms. McCarrick will devote 75% of her time to this assignment for the duration of this task. Since the project involves 199 centerline miles of roads, she will be assigned to the project for about 7 weeks.

4 Project Schedule

The project schedule is shown in the table below.

The Project Initiation Meeting (Task 1) can be performed within one week of receiving Notice to Proceed. The vehicle-based Field Work (Task 2) can proceed within one week after the Project Initiation meeting is conducted. This Task has an expected maximum duration of one week. If the project is awarded by August 15, 2023 as stated in the RFP, the fieldwork will be complete by early September. This is well before the City's requirement to complete the fieldwork by October 20, 2023.

Pavement Condition Evaluation (Task 3) will begin immediately after the field work is complete. This Task has an expected duration of approximately 7 weeks. We will confirm the existing linkage to GIS (Task 4) and make any additions and modifications to the linkage as the pavement condition evaluation work is being performed.

The Rehabilitation Plan (Task 5) can be initiated after the pavement evaluation task is complete. This task has an expected duration of two weeks. The Project Report (Task 6) can be initiated after Rehabilitation Plan has been created. This Task also has an expected duration of 2 weeks and should be complete by Week 14 of the project.

Pavement roughness data (Task 7) will be collected during Task 2 and analyzed during Task 3 beginning in Week 2 and ending in Week 10. The Pavement Projects/Historical Data (Task 8) can be input into the system during Week 3 through 10 of the project. The PAVER user training (Task 9) can begin after the Project Report is submitted. We expect that this Task will be performed in two sessions over a three week period and completed in Week 17.

The entire project can be completed by December 31, 2023 if we receive authorization to proceed by August 15, 2023.

5 Project Fee

MDST is prepared to perform this project for a lump sum, all-inclusive fee of \$44,650. A fee schedule showing cost by task is provided below. MDST will submit an invoice to the City upon completion of the field work and on a monthly basis thereafter. Invoiced amounts will be pro-rated based on percent complete by Task. Payment terms are Net Thirty (30) days. These fees are valid for ninety (90) days.

Project Schedule and Fee Table

Task	Start Week	End Week	Fee
1. Project Initiation Meeting	1	1	\$1,450
2. Perform Field Work	2	3	\$9,500
3. Evaluate Pavement Condition	3	10	\$17,850
4. Link to GIS Pavement Centerline File	3	10	\$1,250
5. Develop Multi-Year Rehabilitation Plan	10	12	\$3,950
6. Project Report	12	14	\$2,950
7. Pavement Roughness Data	2	10	\$5,750
8. Pavement Projects Historical Data	3	10	\$950
9. PAVER Training	15	17	\$1,000
Project Total:			\$44,650

Appendix A: Resumes

Trevor T. Triffo
Principal, MDS Technologies, Inc.

Introduction

Mr. Triffo is Principal of MDST Technologies, Inc. In this position, Mr. Triffo is responsible for all aspects of company operations. Mr. Triffo has spent his thirty-year career in the pavement and transportation infrastructure asset management industry. He has participated in several hundred initial implementation and data update projects for clients at the municipal, county, regional, and state level throughout the United States and Canada. On these projects, he has functioned in a variety of positions including Project Engineer, Project Manager, and Principal in Charge. Mr. Triffo has also functioned as co-Project Manager of a comprehensive infrastructure asset management system for the State of Kuwait.

Pavement Inventory and Condition Assessment Experience

Mr. Triffo has designed, participated in, and supervised data collection programs for numerous agencies ranging from small municipalities to state DOTs. Mr. Triffo has extensive experience with a variety of data collection technologies and techniques.

- *Automated Condition Data Collection* – Mr. Triffo has been involved in over 200 projects in which non-contact technology was used to acquire pavement roughness, and wheel track rutting. A significant percentage of these projects also required collection of automated geometric information such as grade, cross-fall, and radius of curvature. This data was collected using a combination of laser cameras, accelerometers, inclinometers, and rate gyroscopes.
- *Surface Distress Surveys* – Mr. Triffo has been involved in roughly an equal number of projects that involved collection of surface distress data. Mr. Triffo is very familiar with numerous ways to collect this data including manual methods and semi-automated (windshield) methods. Mr. Triffo has also been involved in research efforts to develop a totally automated optical crack detection system that utilized high resolution digital cameras, a strobe lighting system, and a parallel process computing system to perform pixel analysis/crack detection in real time.
- *Non-Destructive Deflection Testing* – Mr. Triffo is intimately familiar with non-destructive deflection (NDT) testing of pavements. Mr. Triffo has analyzed deflection data acquired by a Dynaflect device and Falling Weight Deflectometer (FWD) on thousands of miles of pavements of all types and in all areas of the United States and Canada.

Mr. Triffo is trained as an engineer and with an emphasis in soils, materials, and pavements. His Master's research Thesis involved the study of concrete pavement deterioration due to exposure to freeze/thaw cycles. The combination of Mr. Triffo's academic training and practical experience put him in a very strong position to understand an Agency's unique pavement issues and address them in the pavement management application.

Pavement Management System Implementation Experience

The vast majority of the data collection projects mentioned above involved loading data and/or implementation of a pavement management system for client Agencies. Mr. Triffo has vast experience with all aspects of system implementation including:

- Agency needs analysis to determine the required functionality of the system;
- Design of appropriate data collection programs that meet the technical needs and budget constraints of the agency;
- Design and implementation of appropriate quality control plans to ensure data integrity;
- Development of Agency specific models so that the output of the system reflects the Agency's unique combination of conditions, policies, and practices; and
- Training of Agency staff on field data collection, principals of pavement management, and use of the selected system so that the Agency does not need to rely on outside sources to maintain the system.
- Design interfaces between the pavement management application and other systems such as GIS and Work/Maintenance Management.
- Presentation to senior staff and/or elected officials to communicate findings, conclusions, and recommendations resulting from implementation of the system.

System Design and Development

Mr. Triffo has successfully led the design and development of pavement management applications for the private and public sector. For the public sector, systems were designed to meet the specific needs of municipalities, counties, and DOT agencies.

Mr. Triffo also designed and managed the development of a comprehensive right of way asset management system. This system utilized a generalized analytical engine that enabled users to inventory and assess the condition of a wide range of infrastructure assets. The types of assets that can be accommodated by this system are signs and supports, sidewalks, curb and gutter, pavement markings, sound and retaining walls, traffic signals, lighting systems, drainage inlets and manholes, fire hydrants, underground utilities such as storm sewer, sanitary sewer, and water distribution networks.

Work History

MDS Technologies, Inc. <i>Founder/Principal</i>	Park Ridge (Chicago), IL 2002 to Present
IMS Infrastructure Management Services, Inc. <i>Senior Vice President</i>	Arlington Heights (Chicago), IL 1998 to 2002
Stantec, Inc. <i>Manager, Implementation Department</i>	Cambridge, ON, Canada 1989 to 1998
Shiplake Management, Ltd. <i>Construction Engineer</i>	Toronto, ON, Canada 1988 to 1989
Trow Geotechnical, Ltd. <i>Pavement Engineer</i>	Brampton, ON, Canada 1987 to 1988
Pavement Management Systems, Ltd. <i>Data Analyst</i>	Cambridge, ON, Canada 1986 to 1987

Education

York University Toronto, ON, Canada Coursework toward MBA	1989- 1992
University of Manitoba Winnipeg, MB, Canada M.Sc. Civil Engineering (Geotechnical/Pavements)	1984 - 1987
University of Manitoba Winnipeg, MB, Canada B.Sc. Civil Engineering	1980 - 1984

Anthony Raitano

Field Operations Technician and Data Analyst

Professional Experience

Mr. Raitano has functioned as a Field Operations Technician with MDST for over fifteen years.

In his role in the field, Mr. Raitano operates the MDST data collection vehicle. He performs daily calibration/quality checks and operates the vehicle in conformance with established company policies and procedures. Mr. Raitano communicates with clients to keep them informed of his whereabouts as their roads are driven, and keeps them abreast of his progress. He also contacts our clients when it appears that the map documents are inaccurate or incomplete to address the situation and ensure that all roads to be included in the field work program are tested. He has performed demonstrations of our vehicle based technology to clients.

Project Experience

Mr. Raitano has functioned as Field Operations Technician and Data Analyst on many projects, including the City of Sandy Spring, GA; the Town of Tyrone, GA; Fayette County GA; Boulder, CO; Green River, WY; York County, SC; Bartlett, IL; Glen Ellyn, IL; Carpentersville, IL; Chatham County, GA; and Carmel, IN.

Work History

MDS Technologies, Inc.
Field Operations Technician

Park Ridge, IL
2007 to Present

City of Park Ridge
Police Officer

Park Ridge, IL
1996 to 2004

Education

Harper College, Palatine, Illinois
Criminal Justice Major
Continuing Education 1989 - 2004

Illinois State Police Academy, Springfield, Illinois
Graduated 1995 Class 400-54

Appendix B: Sample Projects and References

MDST has been performing pavement condition assessment and implementing pavement management systems for county and municipal governments continuously since our inception in 2002. We have many clients who are very pleased with our services. The references below are from clients where the scope of work is very similar to this project.

We encourage you to contact the individuals identified below to learn about their experiences with our firm. Additional references can be provided if requested by City staff.

MDST's designated Project Manager for this project, Mr. Trevor Triffo, was also Project Manager for all the projects summarized below.

Project: Pavement Management System and Pavement Marking Inventory

Client: City of Boulder, CO

Timeframe: 2007, Annually 2009 through 2023

This ongoing work involves collecting pavement condition data to keep the City's pavement management system up to date. The City maintains approximately 365 centerline miles of roads with both AC and PCC surfaces. MDST was originally hired in 2007 to implement the system for the City. After the initial implementation, the City was divided into three geographic areas with roughly equal road mileage for purposes of keeping the data current going forward. The pavement condition data in one area (about 125 miles) has been updated annually every year since 2009 so that the data for the entire City is updated on a three-year cycle.

MDST also integrated the pavement management system with the City's GIS. Data can be passed back and forth between the two systems as desired, so the City can graphically display pavement conditional and other data from the pavement management system thematically. MDST was also retained by the City to inventory and map pavement lines and markings in GIS on all City maintained roads. This resulted in a geo-database containing approximately 10,000 records.

Contact Info: Mr. James Smith, Transportation Asset Manager
Tel: 303.895.6438
E-mail: SmithJ@bouldercolorado.gov

Project: Pavement Management System Data Collection

Client: South Jordan City, UT

Timeframe: 2016, 2021

The City of South Jordan is located in the metropolitan Salt Lake City area. MDST was originally retained in 2016 to collect and provide pavement condition data for the City's entire 350 centerline-mile road network. We used our vehicle-based data collection technology to continuously capture sequential digital images of the County's road network. MDST staff captured the severity and extent of various pavement distresses that were present on each road segment as required by the City's pavement management system. This pavement

condition data was uploaded into the pavement management database and a numeric PCI score was calculated for each segment.

A recommended maintenance and rehabilitation program based on PCI scores and the asphalt treatments used by the City was also provided. The treatments included GSB-88, High Density Mineral Bond, Micro-surfacing, Chip Seal, and Mill 2" with 4 oz. non-woven fabric and AC overlay (PG-58-28).

MDST was re-hired in 2021 to re-evaluate the condition of the pavement network. This project also included a night-time assessment of traffic sign retro-reflectivity in accordance with FHWA recommended procedures.

Contact Info: Mr. Deven Serr, Engineer
Tel: 801.466.4357
E-mail: dserr@sjc.utah.gov

Project: Pavement Management System Implementation
Client: City of Moscow, ID
Timeframe: 2013, 2015, 2017, 2018, 2021

The City of Moscow, ID is located in western Idaho adjacent to the Washington State line. The City maintains 83 centerline miles of both AC and PCC surfaced roads. In the original project in 2013, MDST implemented pavement management system to help staff manage the City's road network. The road network was segmented primarily on an intersection-to-intersection basis based on data acquired from the City's GIS. MDST assessed the condition of the road network and uploaded the data into the pavement management database. Pavement evaluation training was provided to City staff. Software user training was also provided.

MDST was retained in 2015 to configure the budget analysis module of the pavement management system so that City staff could use it to create multi-year rehabilitation programs and determine the effect that various pavement rehabilitation budget streams would have on the future condition of the City's road network. MDST worked in conjunction with City staff to configure the system to reflect the City's pavement rehabilitation policies and practices.

MDST was retained to re-inspect the City's roads again in 2017. The new inspection data and PCI scores were uploaded to the City's pavement management system.

The City also retained MDST in 2018 to create a traffic sign inventory from the street-level digital imagery captured as part of previous assignments. This data was provided in an ESRI geodatabase.

A pavement condition re-evaluation project was performed in 2021.

Contact Info: Mr. Steve Schulte, Streets and Stormwater Manager
Tel: 208.883.7130
E-mail: sschulte@ci.moscow.id.us

Project: Pavement Management System Implementation
Client: City of Sandy Springs, GA
Timeframe: 2020/21

The City of Sandy Springs is located in Fulton County and shares a boundary with the City of Atlanta. It is the 7th largest City on Georgia and maintains 302 centerline miles of paved roads ranging from two lane AC surfaced roads to eight lane PCC surfaced roads.

MDST was hired in 2020 by the City to implement a pavement management system, and inventory, map, and inspect the condition of the City's traffic signs, pavement striping and markings, and guardrail. A three year improvement plan for all of these assets was created that considered the City's policies, practices, and budget constraints.

We used a vehicle-based approach to collect geo-referenced digital images of the pavement surface and overall streetscape. Images were collected at 30 ft intervals. This imagery was analyzed in the office to assess pavement condition. The resulting distress data was then loaded into the pavement management system and used to calculate a Pavement Condition Index score for each road segment.

Budget analysis was performed to assess the impact of various budget streams on the long term condition of the road network and to determine the annual budget required to maintain the network at the target level determined by City staff and elected officials. A three year improvement plan was created based on the rehabilitation strategies used at the City.

MDST inventoried and mapped the location of the City's pavement striping and markings in GIS. A Marking/Striping Type (e.g. Stop Line, Double Continuous – No Passing, Left Turn Arrow, etc.) was assigned to each Marking/Striping. The color and condition of each stripe/markings was also assessed. Each item was assigned a unique sign ID code, and all signs were assigned to a Support with unique support ID. A replacement cost was calculated for each item and a three year re-marking plan was created based on condition, road classification, and the available budget. Over 10,800 stripes and markings were mapped. The data was supplied to the City in GIS format.

The City also maintains 162 guardrails. MDST determined the type of guardrail and the end treatment type for each guardrail. We also determined the extent of any damage to a guardrail and provided an approximate cost to replace the damaged areas. A three year plan was created by prioritizing rehabilitation projects based on the extent of the damage, the functional classification of the adjacent road, and the annual budget.

MDST also inventoried and mapped the location of the City's traffic signs in GIS. An MUTCD code was assigned to each sign, and sign condition was also assessed. Each sign was assigned a unique sign ID code, and all signs were assigned to a Support with unique support ID. Over 10,500 signs were mapped. The data was supplied to the City in GIS format. A new project to re-evaluate the condition of the City's road network is planned for 2023.

Contact Info: Mitch Yeargin
Tel: 770.206.1404
E-mail: MYeargin@SandySpringsga.gov

Project: Pavement Management System Implementation
Client: Fayette County, GA
Timeframe: 2019, 2021, 2023

MDST was hired in 2019 to implement a pavement management system for the County. We used our vehicle-based technology to assess pavement condition of the County's 475 centerline mile road network. This inspection data was loaded into the County's system and used to calculate PCI scores for each road segment.

MDST was re-hired in 2021 and 2023 to re-evaluate the condition of the road network.

Contact Info: Mr. Bradley Klinger, Road Department Assistant Director
Tel: 770.320.6039
E-mail: bklinger@fayettecountyga.gov

Project: Network-Wide Pavement Evaluation
Client: Town of Tyrone, GA
Timeframe: 2021

MDST was hired in 2021 to assess the condition of the Town's 71 centerline mile road network using our vehicle-based technology. A PCI score was calculated for each road segment. PCI scores and the supporting distress data was supplied in Excel and GIS format.

Contact Info: Mr. Scott Langford, Public Works Director/Town Engineer
Tel: 770.487.4038 x109
E-mail: slangford@tyrone.org

Project: Pavement Management System Implementation, Asset Inventory and Mapping Project
Client: Village of Cary, IL
Timeframe: 2017, 2018, 2020, 2021

The Village of Cary is located in the metropolitan Chicago area. MDST was hired in 2017 to implement a pavement management system for the Village's 65 centerline-mile road network. We defined the road network as a series of segments that were typically one block long. We collected geo-referenced digital imagery using our vehicle-based technology and assessed the condition of these pavements to determine the severity and extent of various pavement distresses that were present on each road segment. This pavement condition data was uploaded into the pavement management database and a Pavement Condition Index (PCI) score was calculated for each segment. MDST installed the pavement management system on the Village's computer network and provided user training to Engineering Department staff. As

part of the 2017 project, MDST also mapped the Village's sidewalks, sidewalk ramps, curb and gutter, traffic signs, and trees in GIS.

In 2018, we were retained to perform budget analysis to assess the effect that various budget streams would have on the long-term condition of the Village's road network. We also assessed the condition of the Village's sidewalk network and provided a priority list of sidewalk segments for repair.

In 2020, MDST was retained to provide pavement management user training to Village staff. In 2021, MDST was hired to re-evaluate the condition of Cary's road network, load new inspection data into their pavement management system, and calculate new PCI scores.

Contact Info: Mr. Erik Morimoto, P.E., Village Engineer
Tel: 630.837.0811
E-mail: emorimoto@caryillinois.com

Project: Pavement and Sidewalk Management System Implementation

Client: Village of Bensenville, IL

Timeframes: 2014, 2017, 2020, 2023

Bensenville is located in metropolitan Chicago near O'Hare airport. MDST was hired to evaluate the condition of the Village's road network in 2014. MDST updated the Village's pavement management system with the new inspection data. A hard copy report was provided to the Village that presented the updated PCI scores and provided a rehabilitation strategy for each segment based on PCI score. A pavement centerline file was also provided so that the Village could view PCI scores in a GIS map.

In 2017, MDST was re-hired to update the pavement inspection data. The Village was also in the process of implementing an asset and work management system for the public works department, so MDST implemented the pavement management module of this system with Village staff. MDST transferred the pavement inventory information from the old system to the new system and made corrections and additions as needed so that the new inventory accurately represented Village's road network.

As part of the 2017 project, MDST also implemented the sidewalk management module of the Village's asset management system. The Village had a sidewalk layer in GIS that was known to be incomplete and inaccurate. MDST revised the sidewalk layer based on the street-level digital imagery we collected to assess pavement condition. We then evaluated sidewalk condition using a bicycle-based approach in which the location of damaged panels was identified using a mobile phone application. This data was used to calculate a Distress Index for each sidewalk segment. The Distress Index was uploaded to the asset management system to help prioritize rehabilitation work. A pavement condition data update project was performed in 2020 and another evaluation is being performed in 2023.

Contact Info: Mr. Joe Caracci, P.E., Director of Public Works
Tel: 630.350.3431
E-mail: jcaracci@bensenville.il.us

Project: Pavement Management System Implementation
Client: Village of Bartlett, IL
Timeframe: 2011, 2013, 2015, 2019, 2022

MDST was hired in 2011 to implement a pavement management system for the Village of Bartlett. The Village maintains approximately 130 centerline miles of roads and alleys and is in the suburban Chicago area.

MDST collected geo-referenced digital imagery using vehicle-based technology. Using a specially designed software tool, MDST staff assessed the condition of these pavements to determine the severity and extent of various pavement distresses that were present on each road segment. This pavement condition data was uploaded into the pavement management database and a Pavement Condition Index (PCI) score was calculated for each segment. MDST installed the pavement management system on the Village's computer network and provided user training to Engineering Department staff.

MDST was rehired in 2013, 2015, and 2019, and 2022 to re-evaluate the condition of the road network and update the pavement management system with the new inspection data.

Contact Info: Mr. Bob Allen, Village Engineer
Tel: 630.837.0811
E-mail: rallen@vbartlett.org

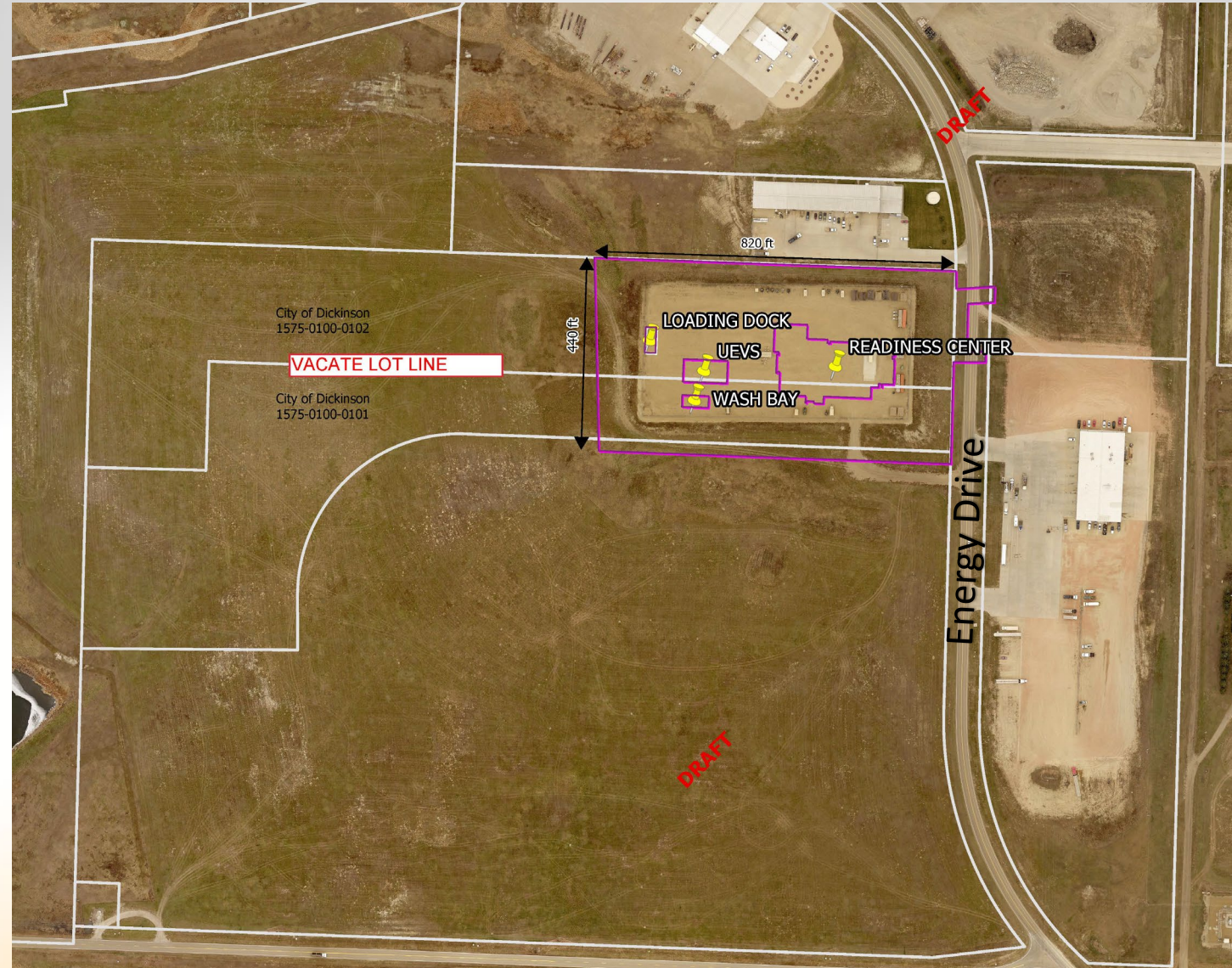
Project: Pavement Management System Implementation
Client: City of Kitchener, ON
Timeframe: 2018, 2020, 2022

The City maintains 500 centerline miles of paved roads (AC and PCC) and alleys. MDST assessed the condition of the road network using the RoadMatrix method for surface distress evaluation. IRI data was collected for both left and right wheel paths. The data was provided at 30-meter intervals in the format required by RoadMatrix for import into the system. This project was completed in approximately four months.

Contact Info: Tom Margetts, Manager of Infrastructure Asset Management
Tel: 519.741.2600 x4137
E-mail: Tom.Margetts@kitchener.ca

North Dakota National Guard Readiness Center Lot Combination

Section 7. Item G.



ENGINEERING MEMORANDUM

August 9, 2023

RE: August 15th Commission Meeting

Energy Drive Property Lot Combination

For your consideration is a contract with Bartlett & West to perform a lot combination plat for the City of Dickinson owned lots as described below. Bartlett & West is the firm who performed the engineering and design for the new North Dakota National Guard Readiness Center which will be located on these two existing lots. The proposal is for a total amount of **\$2,950.00**. Engineering staff requested the proposal from Bartlett & West to ensure project continuity with the new National Guard Readiness Center. A legal review of this contract has been completed.

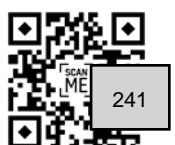
Lot Descriptions:

Parcel: 1575-0100-0102 described as the North and Northwest portion of Lot 1, Block 1 and 1575-0100-0101 described as the Center Portion of Lot 1, Block 1. Both parcels are within the Energy Center Third Addition plat

The current lot line will bisect the new National Guard Readiness Center building which is against the City of Dickinson ordinance, and it will be easier to define the area to be leased by the North Dakota National Guard from the City of Dickinson if there is only one lot which will be approximately the easterly 12 acres of this future lot once it is combined. This is a slightly larger footprint than the current North Dakota National Guard staging yard on the property. The City of Dickinson utilizes the western portion of the existing lots to stockpile snow during the winter months which we intend to continue doing. Also, the western portion of the existing lots is possible future site for a public safety training facility which the North Dakota National Guard has stated they would be interested in leasing or entering into a memorandum of understanding if the City of Dickinson were to build the facility.

This project is to be paid out of the Engineering Fees line item in the budget book.

The city engineering staff recommends approval





3456 E Century Avenue
Bismarck, ND 58503
ph (701) 258-1110
www.bartwest.com

August 10, 2023

Joshua Skluzacek
City of Dickinson
38 1st St W
Dickinson, ND 58601

Re: Lot Combination for North Dakota National Guard Readiness Center Site

Dear Joshua:

Thank you for allowing Bartlett & West the opportunity to offer our professional services.

The anticipated services to be provided to complete your project are as follows:

1. Prepare a Lot Combination Plat to combine the two subject parcels at the NDNG Readiness Center.
2. This work will be performed to meet the City of Dickinson's municipal code.

If the project progresses as anticipated and remains within the scope, we estimate the invoice to be \$2950. The survey can be delivered within two weeks of receipt of signed agreement.

To best meet your needs and schedule, we request that you provide the following to us:

1. Any deeds or boundary surveys in the area of the project that may not be of public record but that are known to you and/or your staff.

Attached to this proposal is a copy of our Standard Provisions of Agreement for Professional Services, which shall apply to the work of this proposal.

If the proposal is acceptable, please sign and return a copy to us for our records. This proposal is valid for 90 days from the date of this letter.

Sincerely,

Kevin Martin, PLS
Project Manager

Enclosure(s)

ACCEPTED BY: City of Dickinson, ND

By: _____
Printed name of person signing

Dated: _____



STANDARD PROVISIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

Client and Bartlett & West, Inc. (referred to as Consultant), agree that the following provisions shall be part of this Agreement.

1. **Payment.** Unless stated otherwise in this Agreement, fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing. If Client does not pay invoices within thirty (30) days of the billing date, Consultant may, upon written notice to Client, suspend further work until payment is current. Interest not exceeding the maximum rate allowable by law will be payable on any amounts not paid within thirty (30) days of the billing date, payment thereafter applied first to accrued interest and then to the principal unpaid amount. In the event Client fails to pay Consultant within ninety (90) days after the billing date, then Client agrees that Consultant shall have the right to consider such failure as a substantial breach of this Agreement and the duties of Consultant under this Agreement may be terminated at the election of Consultant upon five (5) days written notice.

2. **Suspension.** In the event all or any portion of the work prepared or partially prepared by Consultant is suspended, abandoned, or terminated, Client shall pay Consultant for the work performed on an hourly basis, not to exceed any maximum contract amount specified herein.

3. **Termination.** This Agreement may be terminated by Client or Consultant upon thirty (30) days written notice in the event of substantial failure of the other party to perform in accordance with the terms of this Agreement. In the event of termination of this Agreement, Client shall promptly pay Consultant for all fees, charges, and services performed by Consultant in accordance with the compensation arrangements under this Agreement or on an agreed hourly basis.

4. **Delay.** All agreements on Consultant's part are contingent upon, and Consultant shall not be responsible for damages or be in default, or be deemed to be in default, by reason of delays in performance of others by reason of strikes, lock-outs, accidents, acts of God, widespread infectious disease outbreaks (including, but not limited to, epidemics and pandemics), and other delays unavoidable or beyond Consultant's reasonable control, or due to shortages or unavailability of labor at established area wage rate or delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Consultant's work promptly, or due to late or slow, or faulty performance by Client, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of Consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.

5. **Client Changes.** In the event any changes are made in the work to be performed hereunder, by Client or persons other than Consultant, and which affect Consultant's work, any and all liability arising out of such changes is waived as against Consultant, and Client assumes full responsibility for such changes unless Client has given Consultant prior notice and has received from Consultant written consent for such changes.

6. **Third Party Information.** Consultant is not responsible, and liability is waived by Client as against the Consultant, for use by Client or any other person of any data, reports, plans or drawings not prepared by Consultant.

7. **Waiver of Consequential Damages.** Neither Client nor Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

8. **Completion.** In no event shall any statute of limitations commence to run any later than the date when Consultant's services are substantially completed, and any cause of action against Consultant arising from or pertaining to this Agreement must be initiated no later than two (2) years after the date when Consultant's services are substantially completed.

9. **Disputes.** If a claim, dispute or other matter in question arises out of or related to this Agreement, the parties shall first try to resolve the issue through prompt negotiations conducted by an officer authorized to make decisions on behalf of each party. Each party shall be allowed to pursue any remedies available under North Dakota law.

10. **Waiver of Subrogation.** To the extent any damage or claim is covered by property insurance, Client and Consultant waive all rights against each other and against the contractors, consultants, and employees of the other for damages, except such rights as they may have to the proceeds of such property insurance. Client or Consultant, as applicable, shall require of the contractors, consultants, agents, and employees of any of them similar waivers in favor of the other parties enumerated herein.

11. **Standard of Care.** Consultant's services shall be performed in a manner consistent with that degree of skill and care exercised by practicing professionals performing similar services at the same time, at the same locality, and under the same or similar circumstances and conditions. Consultant makes no other representations or any warranties, whether expressed or implied, with respect to the services rendered hereunder.

12. **Consultant Data.** All reports, plans, specifications, computer files, data resulting from laser scanning, survey notes, and other original documents are instruments of service and shall remain the property of Consultant. Consultant may sell said instruments of service to third-party sources.

13. **Software Ownership.** Consultant has and will retain all ownership rights of its software and of any software developed under this Agreement, including all patent rights, copyrights, trade secrets, trademarks, and service marks.

14. **Work Product Ownership.** Work Products shall be defined as any deliverable provided to Client as a result of services provided under this Agreement, including but not limited to software applications, drawings, databases, specifications, and any and all deliverables by Consultant per this Agreement. Work Products are owned exclusively by Consultant and are protected by United States copyright laws, trademark laws, and applicable international treaties and/or conventions. In consideration of the rights granted herein, Client agrees to retain all Work Product delivered or provided to Client in strict confidence. Client shall not sell

STANDARD PROVISIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

transfer, lease, lend, assign, time-share, sublicense, publish, disclose, display, or otherwise make available Consultant's Work Product to any other person or entity other than the parties to this Agreement without the express written permission of Consultant. Client shall secure and protect the Work Product in the same manner and to the same degree it protects its own proprietary information, using no less than a reasonable standard of care. Client shall not decompile or reverse engineer any of Consultant's software that may be contained in Consultant's Work Product. Client shall not make any modifications or derivative works from Work Product.

15. **Ownership.** All error corrections, enhancements, new releases, and any other Work Product created by Consultant as a result of services provided under this Agreement are and shall remain the exclusive property of Consultant, regardless of whether Client, its employees, or agents may have contributed to the conception, joined in its development, or paid Consultant for the development or use of said Work Product.

16. **Fees.** When applicable to the project, Client shall pay the costs of inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial photography fees, and all other fees, permits, bond premiums, title company charges, and reproductions, and all other charges not specifically covered by the terms of this Agreement.

17. **Construction Costs.** If any opinion is prepared by Consultant as to anticipated construction costs, such opinion represents a judgment as a professional and is supplied for the general guidance of Client. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinion as compared to contractor bids or actual cost to Client.

18. **Job Site.** If the work involves construction services, Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required by Client to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property and that this requirement shall be made to apply continuously and not be limited to normal working hours. Consultant does not assume responsibility for the safety of persons or property on or about the project site.

20.1 **Job Site - Confined Space and/or Permit Required Entry.** If confined space and/or permit required entry is required for the services to be provided, Owner/general contractor shall provide subcontractor and Consultant with a completed Confined Space Pre-Entry checklist that complies with 29 CFR 1910.146 and 29 CFR 1926.1200 AA standards for construction as amended and applicable state laws and regulations. Owner/general contractor, at its expense, shall obtain any and all required permits and equipment for such entry. Owner/general contractor shall determine if the job requires anyone to enter manholes, vaults, lift station, piping, tanks or other confined spaces. Before work at a worksite, Owner/general contractor must ensure that a competent person identifies all confined spaces in which one or more of the persons it directs may work, and identifies each space that is a permit space, through consideration and evaluation of the elements of that space,

including testing as necessary. If the workplace contains one or more permit spaces, Owner/ general contractor who identifies, or who receives notice of, a permit space must:

- (1) Inform exposed persons by posting danger signs or by any other equally effective means, of the existence and location of, and the danger posed by, each permit space; and a sign reading "DANGER – PERMIT REQUIRED CONFINED SPACE, DO NOT ENTER" or using other similar language would satisfy the requirement for a sign.
- (2) Inform, in a timely manner and in a manner other than posting, its employees' authorized representatives and the controlling contractor of the existence and location of, and the danger posed by, each permit space.

If Owner/general contractor determines any person will enter a permit space, that host employer must have a written permit space program that complies with §1926.1204 implemented at the construction site. Contractor shall provide appropriate air monitoring equipment, employee training, permit forms, rescue procedures, personnel, and other means necessary to safely and independently enter confined spaces. The written program and permit must be made available prior to and during entry operations for inspection by person(s) who need to enter the space for work or inspection.

20.2. **Job Site - Fall Protection and Rescue Plans.** In the event personal fall arrest systems are used, the following rescue considerations shall apply. Owner/general contractor must assure that persons can be promptly rescued or can rescue themselves should a fall occur. The availability of rescue personnel, ladders, or other rescue equipment should be evaluated. In some situations, equipment that allows employees to rescue themselves after the fall has been arrested may be desirable, such as devices that have descent capability. All new persons on site shall be given instructions on the proper use of fall protection devices before they begin work, as well as rescue procedures. The written fall protection plan will be reviewed before work begins on the job site. Fall protection equipment use will be reviewed regularly at the weekly safety meetings.

19. **Construction Site Visits.** If applicable, Consultant shall make periodic visits to the project site to observe the progress and quality of the executed work and to generally review whether the work is proceeding in accordance with plans and specifications. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work and does not assume responsibility for construction techniques, procedures, sequences and schedules or for the conduct, action, errors or omissions of any construction contractor, subcontractor, or material supplier, their agents or employees.

20. **Resident Project Representation.** When applicable, and by separate attachment executed by Client and Consultant, Consultant may provide resident project representation under Consultant's supervision that will be paid for by Client as indicated in such separate agreement and that will be intended to give Client further assurance with regard to the finished work, but will not involve Consultant in the construction means, methods, techniques, sequences or procedures or safety precautions or programs nor provide to Client any guarantee by Consultant of the accuracy, quality or timeliness of performance by any contractor, subcontractor, or material supplier.

STANDARD PROVISIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

21. Hazardous Materials. In the event that Consultant or any other party encounters asbestos or hazardous or toxic materials at the job site, or should become known in any way that certain materials may be present at the job site or any adjacent areas that may affect the performance of Consultant's services, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos or hazardous or toxic material, and warrant that the job site is in full compliance with applicable laws and regulations.

22. Assignment/Third Party Reliance/Certification. Neither Client nor Consultant shall assign its interest in this Agreement without the written consent of the other. The services to be provided pursuant to this Agreement are being performed solely for the benefit of Client, and no benefit is meant to be conferred upon any person or entity not a party to this Agreement, and no such person or entity should rely upon Consultant's performance of those services to Client; and no claim against Consultant shall accrue to any contractor, subcontractor, consultant, engineer, supplier, fabricator, manufacturer, lender, tenant, surety, homeowner's association or any other third-party as a result of this Agreement or the performance or non-performance of services on the project. Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain.

23. Client Representative. Client shall designate an individual with authority to act on behalf of Client as to all aspects of the project, shall examine and respond promptly to submissions from Consultant, shall give prompt written notice to Consultant if Client becomes aware of any defect in the project, and shall otherwise fully cooperate as may be required or appropriate in connection with the project.

24. Equal Opportunity. Consultant shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

25. Severability. Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end, the provisions of this Agreement are declared to be severable.



ENGINEERING MEMORANDUM

August 9, 2023

RE: August 15th Commission Meeting

NDDOT Cost Participation and Maintenance Agreement for I-94 East Business Route Micro Surfacing

For your consideration is a contract with the North Dakota Department of Transportation (NDDOT) to perform micro surfacing for the Interstate 94 (I-94) East Business Route from 10th Ave. East to the I-94 interchange. The project is scheduled to be executed in 2024 and is estimated total installed cost (TIC) is 710,415. The City of Dickinson cost participation is 10% of the TIC because the route is classified as a minor arterial with the Federal Highway Administration. The micro surfacing is intended to extend the life of the pavement by sealing the surface, and the micro surfacing will provide additional friction for the roadway surface. The proposed funding for this project is Gross Production Tax.

The City of Dickinson Commission approved the preliminary engineering reimbursement agreement for the I-94 East Business Route micro surfacing project at the November 15, 2022 City Commission meeting. At that time, the project TIC was estimated at \$1,000,000.

The city engineering staff recommends approval



I-94 East Business Route

Section 7. Item H.



MEMO TO: Chad Orn, P.E.
Deputy Director for Planning

FROM: Wayne A. Zacher, P.E.

DATE: 08/04/2023

SUBJECT: 38230891: NHU-5-094(162)907 (PCN 23845) Cost Participation and Maintenance Agreement

This is the CPM between NDDOT and City of Dickinson for a project on Interstate 94 - Business Route from 10th Ave E to I-94. This is a Micro Surfacing project.

If you have any questions, contact me at (701)328-4828.

38/waz

DocuSign Workflow:

Stacey Hanson;
Paul Benning;
Shannon Sauer;
Josh Skluzacek, Dickinson Engineering and Community Development;
City Attorney;
City Auditor;
City Mayor or President of Commission;
Wayne Zacher;
Clint Morgenstern;
Chad Orn

North Dakota Department of Transportation COST PARTICIPATION AND MAINTENANCE AGREEMENT

Federal Award Information – to be provided by NDDOT

Assistance Listing No: 20.205

Assistance Listing Title: Highway Planning & Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway Admin

NDDOT Program Mgr: Zacher, Wayne A.

Telephone: (701)328-4828

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

Project No.NHU-5-094(162)907**PCN:** 23845**Location:** DICKINSON; I-94B, 10TH AVE E TO I-94**Type of Improvement:** Micro Surfacing**Point of Beginning:** 10th Ave E (RP 907.14 (Sta 375+54.5))**Point of Ending:** I-94 (RP 908.99 (Sta 473+10))

In consideration of the mutual benefits to be derived therefrom, it is agreed between 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, and the Local Public Agency (LPA) of Dickinson, North Dakota, hereinafter referred to as the LPA, the project will be constructed in accordance with the current edition of NDDOT's *Standard Specifications for Road and Bridge Construction* and with the plans incorporated into this agreement by reference.

The LPA

- a. Will pay 0 percent of the total actual cost of right of way acquired for the project which are determined eligible for funding participation; and
- b. Will pay 0 percent of the total actual cost of utility relocations required for the project which are determined eligible for funding participation; and
- c. Will pay 10 percent of the total actual construction cost of all items which are determined eligible for funding participation; and
- d. Will pay 10 percent of the total actual preliminary engineering cost of all items which are determined eligible for funding participation; and
- e. Will pay 10 percent of the total actual construction engineering cost of all items which are determined eligible for funding participation; and
- f. Will pay 100 percent of the actual construction, preliminary engineering, construction engineering, utility relocation, right of way, and any other costs incurred of all items as requested by the LPA and determined to be non-participating or ineligible for federal aid.



PART I**LPA Obligation:**

1. The LPA will pay to NDDOT as the work progresses or when completed its share of the total cost of the project as defined above.
2. It is specifically agreed that if at any time the LPA fails to pay the amount billed to NDDOT within 60 days after billings, this document shall constitute an assignment of funds derived from the State Highway Tax Distribution Fund now or hereafter coming into the hands of the State Treasurer to the credit of the LPA, and the State Treasurer is hereby directed to deliver and pay over to NDDOT all funds credited to the LPA until the total thereof equals the sum billed pursuant to this agreement. The preliminary cost estimate of the project is \$710,415, with the LPA's estimated share being \$71,041.
3. All existing LPA right of way within the project limits will be provided by the LPA with clear title and available for use in the project.

PART II**Post Construction**

After the project is completed the LPA agrees to:

1. The LPA will control the length and location of curb openings for future entrances and will not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical entrances for similar entrances; and will prohibit the construction or use of any entrances along the project within the LPA other than those shown on the plans, without prior approval of NDDOT.
2. The LPA will not change any speed limit signs as shown on the plans without prior approval of NDDOT.
3. The LPA will prohibit double and diagonal parking and will control all parallel parking where allowed within the limits of the project in a manner satisfactory to NDDOT and to the Federal Highway Administration (FHWA), or both.
4. All signs, signals, markings, and other protective structures erected on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, shall be approved by NDDOT. All traffic control devices will be in conformance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.
5. All right of way for the project will be maintained free of all encroachments except utilities and others in accordance with the current edition of NDDOT's "A Policy for Accommodation of Utilities on State Highway Right-of-Way". All obstructions to, interference with, or hazards to traffic flow will be removed by the LPA at the request of NDDOT. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of the streets, inconveniences to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance.



PART III**Maintenance**

The LPA will, at its own expense, maintain or cause to be maintained, all portions of the project unless otherwise noted. The maintenance will be in a manner satisfactory to NDDOT and FHWA. Exact limits of the project are shown on the attached map.

LPA agrees to the following maintenance items in addition to the above:

To further clarify maintenance responsibilities as outlined in the CPM for NHU-5-094(114)907, PCN 21175, signed on September 11, 2020, the LPA Maintenance responsibilities include the guardrail on the crossroad at the Interstate 94 Interchange.

PART IV**General:**

1. Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.
2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non profit businesses.
4. The LPA is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.
5. NDDOT is not responsible for any Property Taxes or Special Assessments on property which has been acquired as part of the roadway reconstruction project. The LPA is responsible to make arrangements for deferral or payment of such Taxes and/or Special Assessments.



Executed by the LPA of _____, at _____,
North Dakota, the last date below signed.

APPROVED:

LPA of _____

LPA ATTORNEY (TYPE OR PRINT)_____
NAME (TYPE OR PRINT)_____
SIGNATURE_____
SIGNATURE_____
DATE_____
*
TITLE_____
DATE

ATTEST:

AUDITOR (TYPE OR PRINT)_____
SIGNATURE_____
DATE

Executed for the North Dakota Department of Transportation by the Director at Bismarck, North Dakota,
the last date below signed.

APPROVED as to substance by:

NORTH DAKOTA DEPARTMENT OF
TRANSPORTATION

Paul Benning

DIVISION DIRECTOR(TYPE OR PRINT)

Chad Orn

DIRECTOR (TYPE OR PRINT)_____
SIGNATURE *Paul Benning* *SH*_____
SIGNATURE *SS*

08/04/23

DATE_____
DATE

*Mayor or President of Commission

CLA 17058 (Div. 38)
L.D. Approved 10-17, 1-23



Project NHU-5-094(102)501

CERTIFICATION OF LOCAL MATCH

It is hereby certified that the LPA of _____ will provide non-federal funds, whose source is identified below, as match for the amount the LPA is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

Non-Federal Match Funds provided by LPA. Please designate the source(s) of funds in the LPA budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

Source:

Executed at _____, North Dakota, the last date below signed.

ATTEST:

APPROVED:

AUDITOR (TYPE OR PRINT)

LPA of _____

SIGNATURE

NAME (TYPE OR PRINT)

DATE

SIGNATURE

*

TITLE

DATE

*Mayor or President of Commission

CLA 17058 (Div. 38)
L.D. Approved 02-18; Rev. 09-22



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



NORTH DAKOTA DEPARTMENT OF TRANSPORTATION APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).



DESIGN DATA				
Traffic		Average Daily		
Current	2020	Pass: 3984	Trucks: 509	Total: 4493
Preventive Maintenance				

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

NHU-5-094(162)907

Stark County
I-94B; 10th Ave E to I-94
City of Dickinson
Micro Surfacing

	STATE	PROJECT NO.	PCN	SECT NO.	Section 7. Item H.
	ND	NHU-5-094(162)907	23845	1	1

GOVERNING SPECIFICATIONS	Date Published and Adopted by the North Dakota Department of Transportation
Standard Specifications	1/1/2022
Supplemental Specifications	NONE

PROJECT NUMBER \ DESCRIPTION	NET MILES	GROSS MILES
NHU-5-094(162)907 \ Micro Surfacing	1.80	1.85

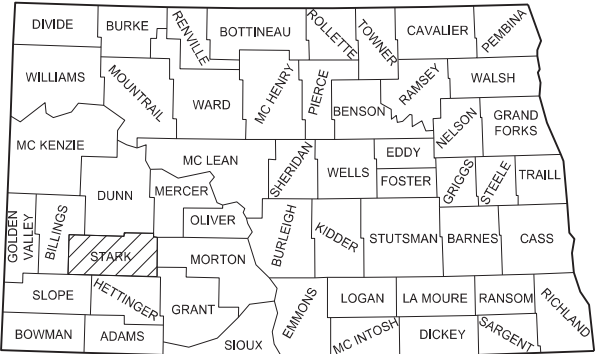
Structure Type	Type	Exception (miles)
0094-064.204	Bridge	0.05



End Project
Sta 473+10
RP 908.99

Structure #0094-064.204
Exception = 0.05 Miles

Begin Project
Sta 375+54.5
RP 907.14



STATE COUNTY MAP

DESIGNER Denis Oyugi
DESIGNER Bonnie Brown

ND DEPARTMENT OF TRANSPORTATION
Dickinson District

Robert R. Ray

07 05 2023

Dickinson District

REGISTERED PROFESSIONAL ENGINEER

JASON R. FISCHER

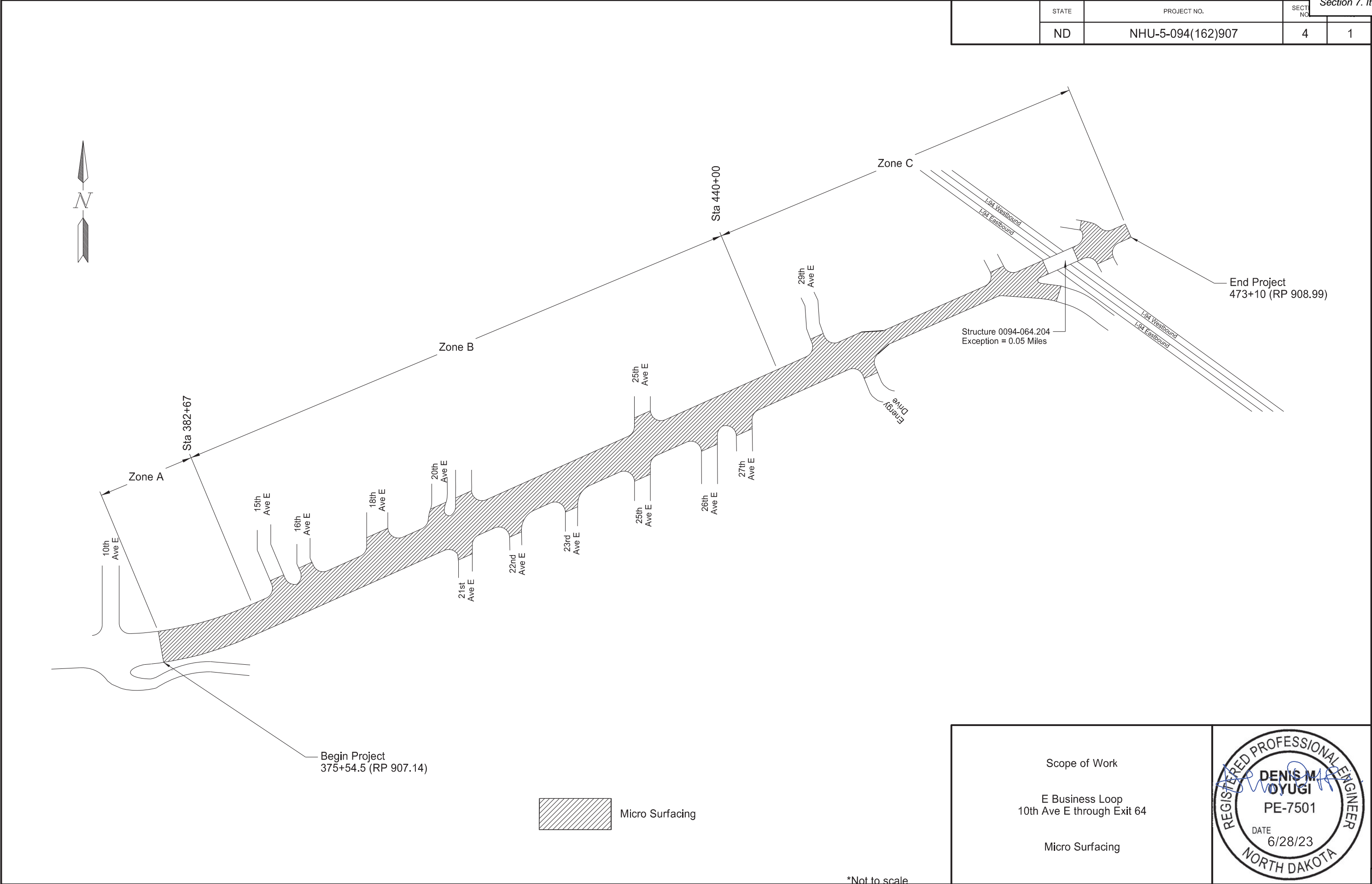
PE-6865

DATE

07 05 2023

NORTH DAKOTA

	STATE	PROJECT NO.	SECT NO.	
	ND	NHU-5-094(162)907	4	1



Funding Split for Dickinson I-94 B, Micro Surfacing
Project: NHU-5-094(162)907, PCN 23845

Description of Cost	Engineering Estimate	Construction Engineering Cost (10%)	Total Estimate		Federal Funds	State Funds	Local Funds	Total
Preliminary Engineering	\$ 30,000	\$ -	\$ 30,000		\$ 24,279	\$ 2,721	\$ 3,000	\$ 30,000
Construction Cost (NHU - I-94B)	\$ 618,559	\$ 61,856	\$ 680,415		\$ 550,660	\$ 61,714	\$ 68,041	\$ 680,415
Totals	\$ 648,559	\$ 61,856	\$ 710,415		\$ 574,939	\$ 64,435	\$ 71,041	\$ 710,415

Local Government Division: August 4, 2023

These costs are an estimate at the time of final plan completion, they may vary between now and final voucher

Certificate Of Completion

Envelope Id: 1B91B026F7184289B576A356D1F2FEC2

Status: Sent

Subject: Contract #38230891: Please DocuSign: 17058.docx, Cost Participation & Maintenance Agreement

Contract Number: 38230891

PCN: 23845

Source Envelope:

Document Pages: 11

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 2

Wayne Zacher

AutoNav: Enabled

608 E Boulevard Ave

Envelopeld Stamping: Enabled

Bismarck, ND 58505

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

wzacher@nd.gov

IP Address: 165.234.92.5

Record Tracking

Status: Original

Holder: Wayne Zacher

Location: DocuSign

8/4/2023 11:32:25 AM

wzacher@nd.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO North Dakota Department of

Location: DocuSign

Transportation CLOUD

Signer Events**Signature****Timestamp**

Stacey Hanson

smhanson@nd.gov

Assistant Local Government Engineer

Carahsoft OBO North Dakota Department of

Transportation CLOUD

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

SH

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.252.245

Sent: 8/4/2023 12:24:11 PM

Viewed: 8/4/2023 12:28:17 PM

Signed: 8/4/2023 12:28:39 PM

Authentication Details

SMS Auth:

Transaction: 15d6572f-9067-4313-8b73-81f93cd0f13e

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 8/4/2023 12:28:07 PM

Phone: +1 701-527-8879

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Paul Benning

pbenning@nd.gov

Local Government Director

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

Paul Benning

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

Sent: 8/4/2023 12:28:55 PM

Viewed: 8/4/2023 1:54:03 PM

Signed: 8/4/2023 1:54:33 PM

Authentication Details

SMS Auth:

Transaction: 4b7efa92-acf3-451b-a4c0-23c894641c7c

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 8/4/2023 1:53:53 PM

Phone: +1 701-214-2502

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Shannon Sauer ssauer@nd.gov Security Level: Email, Account Authentication (None), Authentication	SS Signature Adoption: Pre-selected Style Using IP Address: 70.180.189.234 Signed using mobile	Sent: 8/4/2023 1:54:46 PM Viewed: 8/4/2023 4:00:16 PM Signed: 8/4/2023 4:00:28 PM

Authentication Details

SMS Auth:
Transaction: bc4f0662-a656-4d1f-b0b9-cfd919aab215
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 8/4/2023 4:00:03 PM
Phone: +1 701-426-9825

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Josh Skluzacek
joshua.skluzacek@dickinsongov.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Wayne Zacher
wzacher@nd.gov
Security Level: Email, Account Authentication (None), Authentication

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Clint Morgentstern
cdmorgentstern@nd.gov
Security Level: Email, Account Authentication (None), Authentication

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Chad Orn
corn@nd.gov
Security Level: Email, Account Authentication (None), Authentication

Signer Events	Signature	Timestamp	Section 7. Item H.
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
-------------------------	-----------	-----------

Editor Delivery Events	Status	Timestamp
------------------------	--------	-----------

Wayne Zacher
wzacher@nd.gov
Carahsoft OBO North Dakota Department of
Transportation CLOUD
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

VIEWED

Using IP Address:

Sent: 8/4/2023 11:32:40 AM
Completed: 8/4/2023 12:24:10 PM

Agent Delivery Events	Status	Timestamp
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Josh Skluzacek
joshua.skluzacek@dickinsongov.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sent: 8/4/2023 4:00:41 PM
Viewed: 8/7/2023 2:44:06 PM

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Legal Admin
dotlegaladmin@nd.gov
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:
Not Offered via DocuSign

Rob Rayhorn
rrayhorn@nd.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	8/4/2023 11:32:40 AM
Envelope Updated	Security Checked	8/4/2023 12:24:10 PM
Envelope Updated	Security Checked	8/4/2023 12:24:10 PM
Envelope Updated	Security Checked	8/4/2023 12:24:10 PM

Envelope Summary Events		Status	Timestamps
Envelope Updated		Security Checked	8/4/2023 12:24:10 PM
Envelope Updated		Security Checked	8/4/2023 12:24:10 PM

Section 7. Item H.

Payment Events		Status	Timestamps
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2023 Grass & Weeds Update – Year to Date

In 2020, the City of Dickinson was tasked with managing noxious weeds within City limits. A noxious weed notification may be included in the high grass and weed violation. These notices are sent by certified mail.

In 2022, 595 properties were in violation. 203 of those violations included a noxious weed notification.

In order to notify property owners within the City of Dickinson on individual ordinances, letters are sent by first class mail and a door hanger may be placed on the front door. These are generally notices of a violation. Every summer the majority of these notices are for high grass and weeds.

Grass and Weeds:

Total properties in violation: 508

Total properties that included Noxious Weeds: 160

Most common noxious weeds in Dickinson: Absinth Wormwood, Canada Thistle, Leafy Spurge

Total times we had City contractors mow: 74

Total properties City contractors mowed: 69 (some mowed multiple times)

Total properties City contractor sprayed: 27

Total Billing (mowing/spraying)

Contractors: \$10,642.06

City: \$21,072.94

Total: \$31,715

Other code enforcement: 137

Junk/unlicensed vehicles, no permit/unpermitted structures, un-safe structure, unfit for human occupancy, parked on the lawn/wrong side of house, commercial vehicles, zoning violations, garbage, junk, etc

BUILDING & CODES

In order to safeguard the quality of life for residents of the City of Dickinson, the City adopts codes & ordinances.

These codes and ordinances protect the health, safety, and welfare of the public by creating safe buildings & communities.

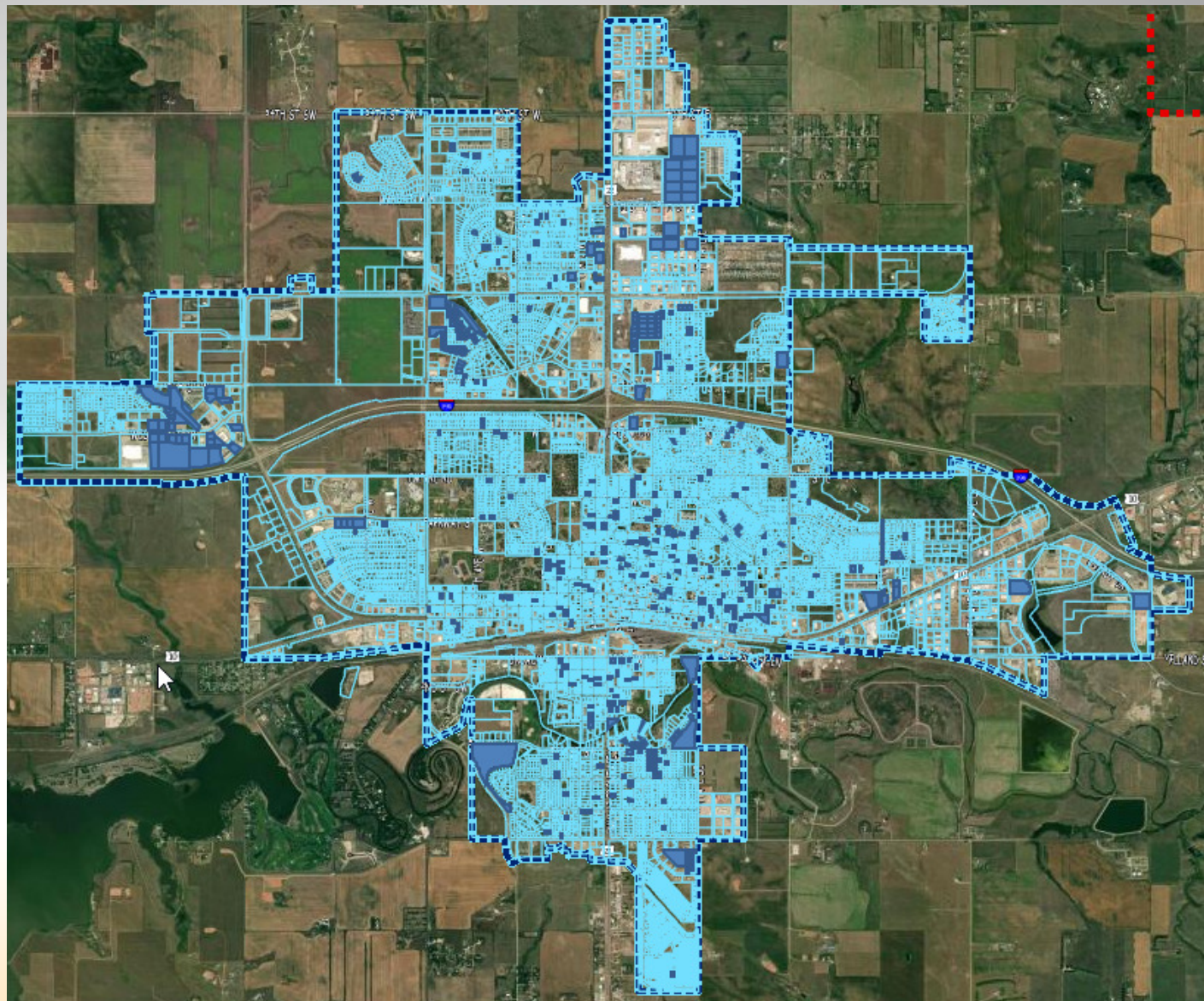
The City of Dickinson's policy for high grass and weeds is a maximum of 10 inches in height.

Our department receives notices of complaints from residents within the zoning jurisdiction of the City of Dickinson and completes daily inspections throughout the City.

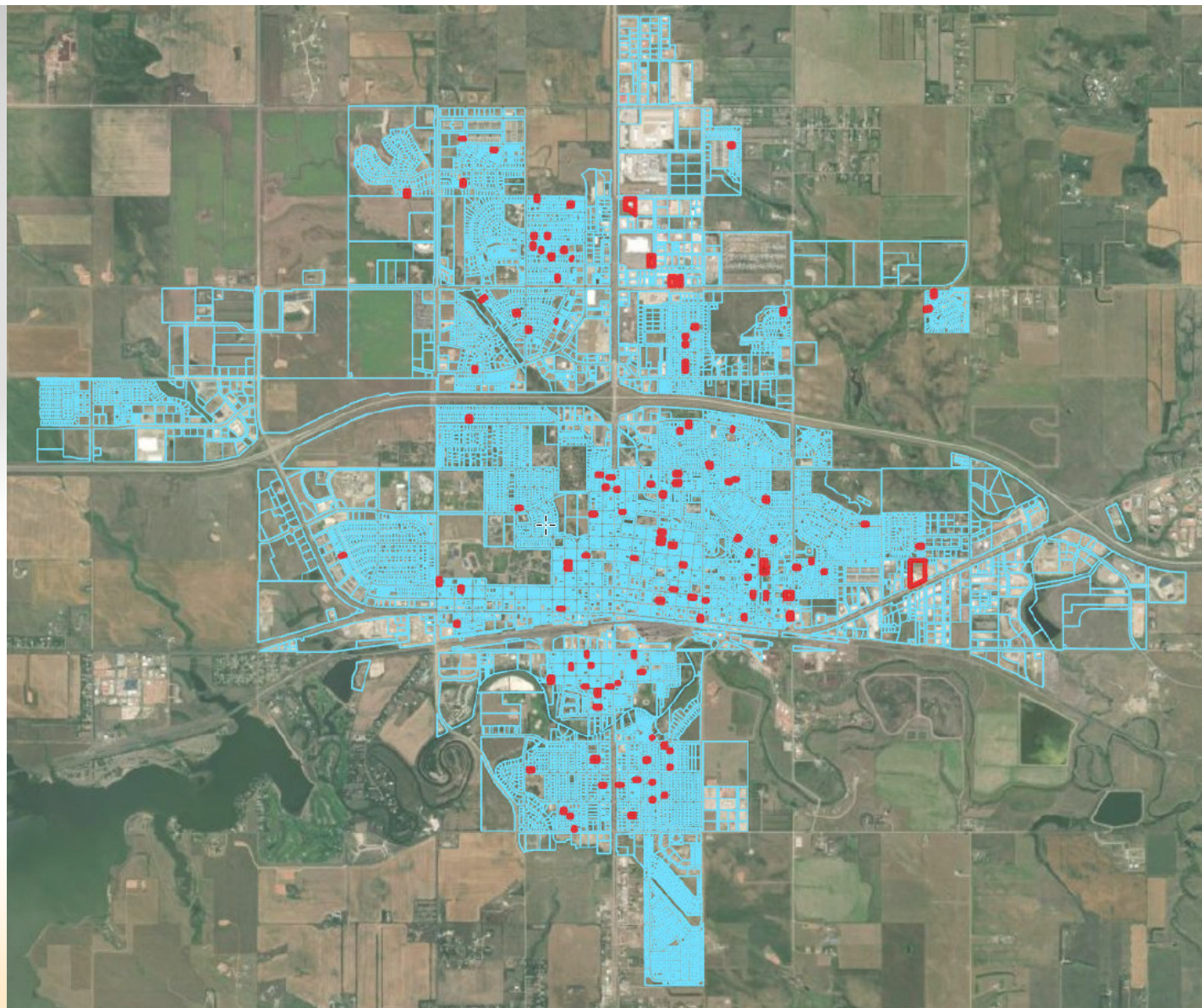
The Building Department Staff are resources for City of Dickinson & Stark County residents & are willing to work with people to meet code compliance.



**GRASS & WEEDS
YTD - 508**



OTHER CODE ENFORCEMENT ITEMS YTD -137



Engineering & Community Development

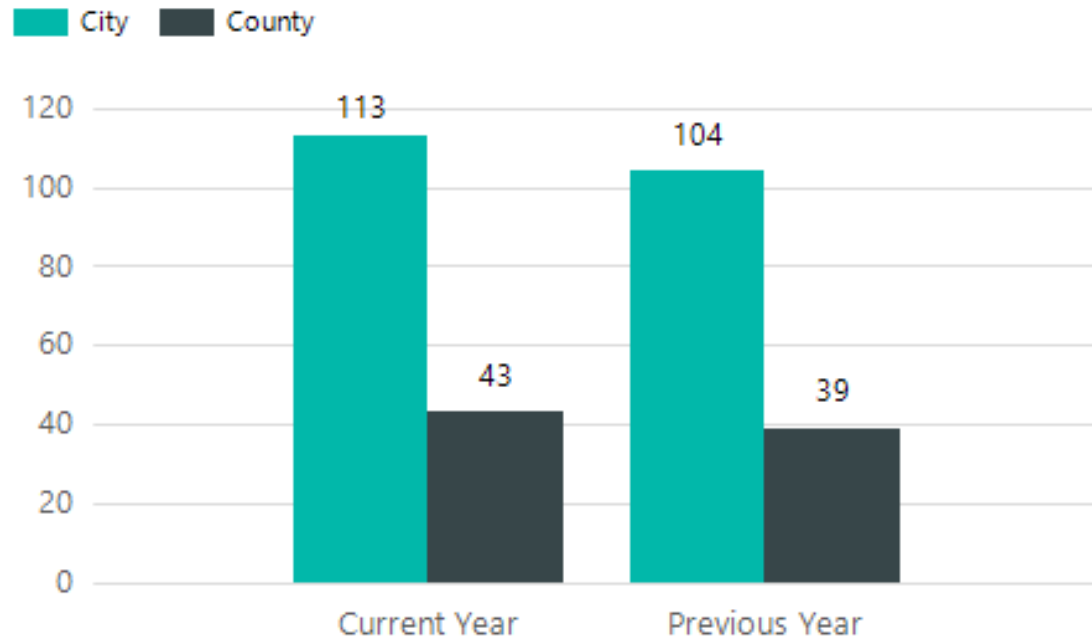
Presented by: Joshua Skluzacek – Engineer/Community Development Director
Tuesday August 15, 2023

City Commission Monthly Report

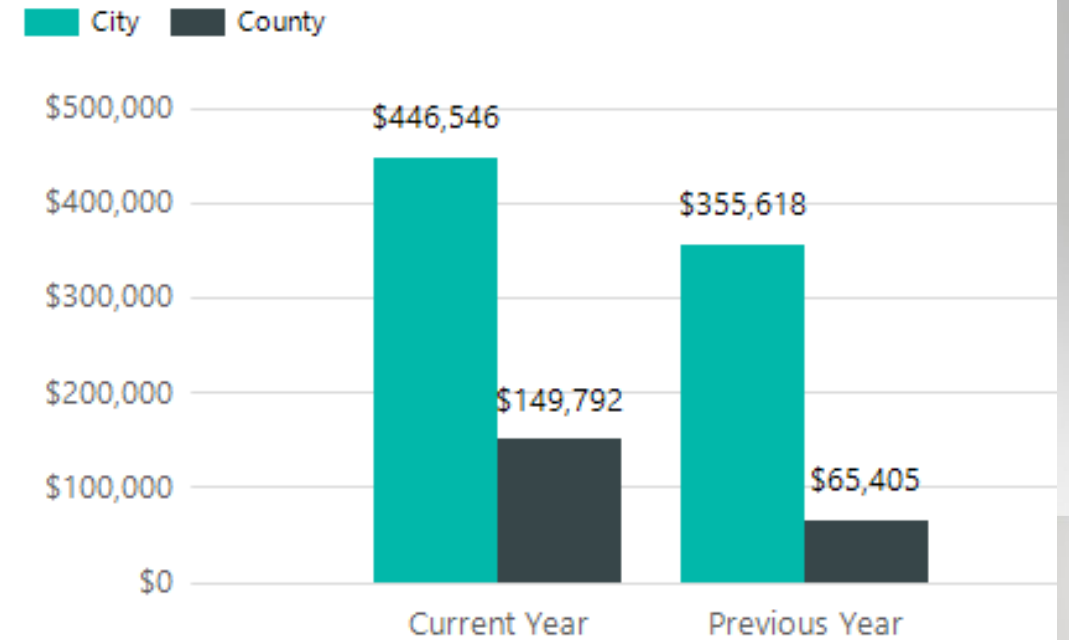


Building & Code

Number of Permits Paid & Picked Up



Total Fees for Permits Paid & Picked Up



Planning

Staff Research:

Long-range strategic planning

Downtown District situational analysis

Interplay between parking, vacant buildings, BNSF ROW (access and divider effects),
Ren Zone outreach,

- Stakeholder & community outreach development (framework: Development of public engagement framework)
- Community-level analysis: housing, public spaces, labor retention, multimodal transportation connectivity

Barndominiums - localized SWOT analysis

Planning

Master Transportation & Comprehensive Plan: Scope and fees negotiation

To review proposed methodology for application to Dickinson's local contexts:

Growth forecasting, public engagement, existing conditions, housing plan, existing conditions

Engineering

Project Name	Project Manager	Progress	Start	End
EXECUTION				
LEGACY SQUARE	DD	100%	1/1/2022	6/10/2023
NORTH INDUSTRIES UTILITIES	JS	0%	7/24/2023	7/12/2024
STATE AVE STREET IMPROVEMENTS	JS	70%	6/5/2023	8/25/2023
2021 MILL & OVERLAY	LM	99%	3/30/2021	10/20/2021
2022 MILL & OVERLAY	LM	99%	6/1/2022	6/13/2023
LEGACY SQUARE PARKING LOT	LM	15%	8/10/2023	11/3/2023
DICKINSON SOUTH CEMETERY	LM	20%	8/3/2023	11/3/2023
DRAINAGE DITCH EROSION REPAIR	JS	100%	4/25/2023	5/10/2023
2023 ROAD MAINTENANCE	LM	30%	6/19/2023	10/14/2023
2023 WATERMAIN & LEAD SERVICE LINE	JS	60%	5/29/2023	8/25/2023
15TH ST. W. (THE DISTRICT)	JS	60%	6/26/2023	8/11/2023

Engineering

Project Name	Project Manager	Progress	Start	End
DESIGN ENGINEERING				
EAST BROADWAY DAM	LM	<div><div></div></div> 30%	1/7/2022	1/20/2022
HEART RIVER BRIDGE IMPROVEMENTS - S. STATE AVE.	LM	<div><div></div></div> 0%		
I-94 WBL & ROUNDABOUTS	JS	<div><div></div></div> 25%	1/8/2023	10/11/2024
PRELIMINARY ENGINEERING				
PATTERSON LAKE IMPROVEMENTS	JS	<div><div></div></div> 0%	4/12/2023	12/31/2024
2024 ROAD MAINTENANCE	LM	<div><div></div></div> 20%	7/18/2023	10/13/2023
2024 WATERMAIN & LEAD SERVICE LINE	JS	<div><div></div></div> 0%	7/24/2023	10/30/2023
SIMS STREET IMPROVEMENTS	JS	<div><div></div></div> 50%	8/21/2023	12/22/2023
SOUTH DICKINSON PROPERTY RFP	JS	<div><div></div></div> 5%	6/20/2023	12/18/2023
FAIRWAY/STATE STORM WATER DRAINAGE SYSTEM UPGRADES	JS	<div><div></div></div> 0%	7/31/2023	1/26/2024
PAVEMENT MANAGEMENT STUDY	JS	<div><div></div></div> 5%	6/29/2023	12/15/2023

Geographical Information System (GIS)

Section 7. Item J.

- V data into GIS database to link information with features as updated
- The new Mausoleum and Dickinson South Cemetery are in GIS
- Updating environment for Engineering techs to edit more features and updated GPS equipment



Web Map
Dickinson Land Information Map
Information about Tax parcels, Zoning,
and other features.



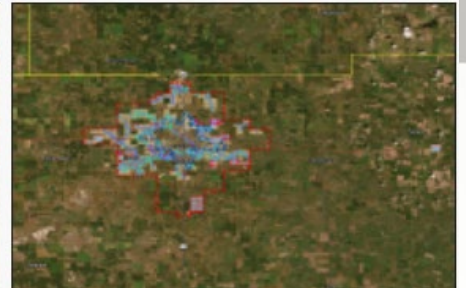
Web Map
Dickinson Street Information Map
Map Showing various street designations
for the City of Dickinson,ND



Web Map
Dickinson Utility Information Map
Utility locate layers for the City of
Dickinson, ND



Web Map
Dickinson Zoning Information ...
Information about Zoning, and other
features.



Web Map
FEMA Flood Hazard Changes ...
Map showing preliminary changes to
Flood hazard zones in and around
Dickinson, ND

Thank you!

QUESTIONS AND COMMENTS ARE WELCOME



www.DickinsonGov.com



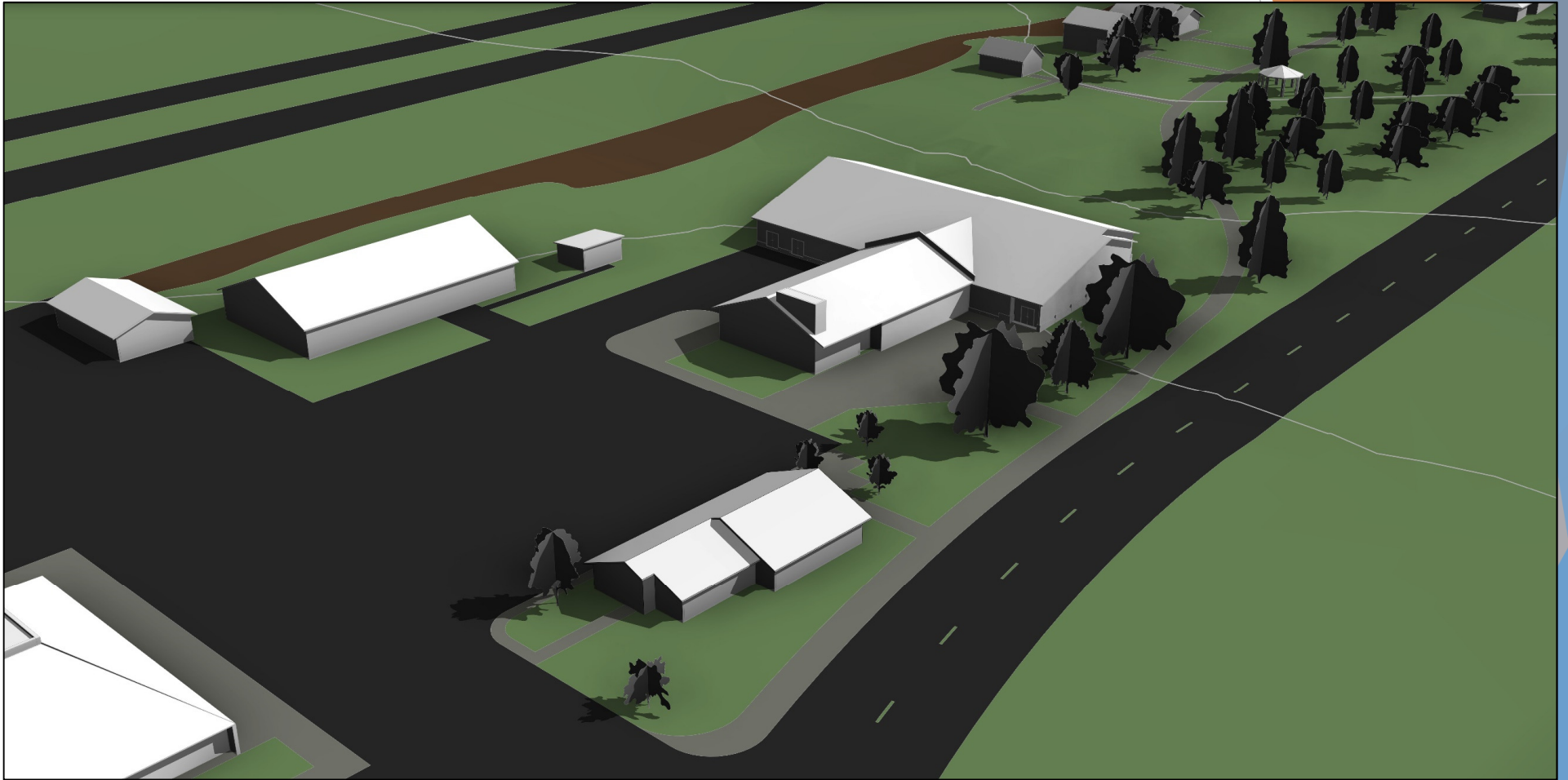
CITY OF DICKINSON DICKINSON MUSEUM CENTER

August 15th, 2023

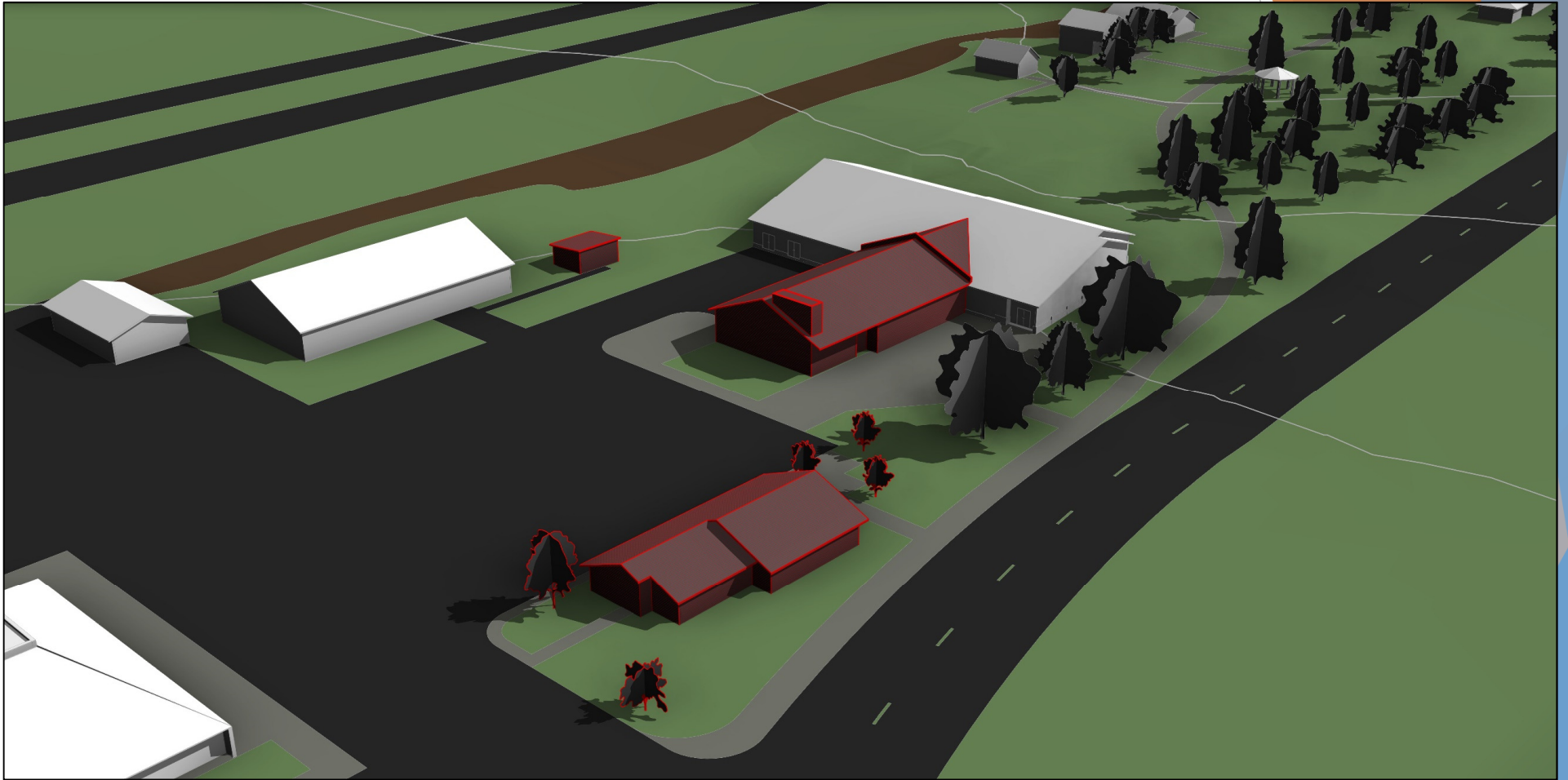
GT ARCHITECTURE

PRAIRIE OUTPOST PARK | JOACHIM MUSEUM | PIONEER MACHINERY BUILDING
BADLANDS DINOSAUR MUSEUM

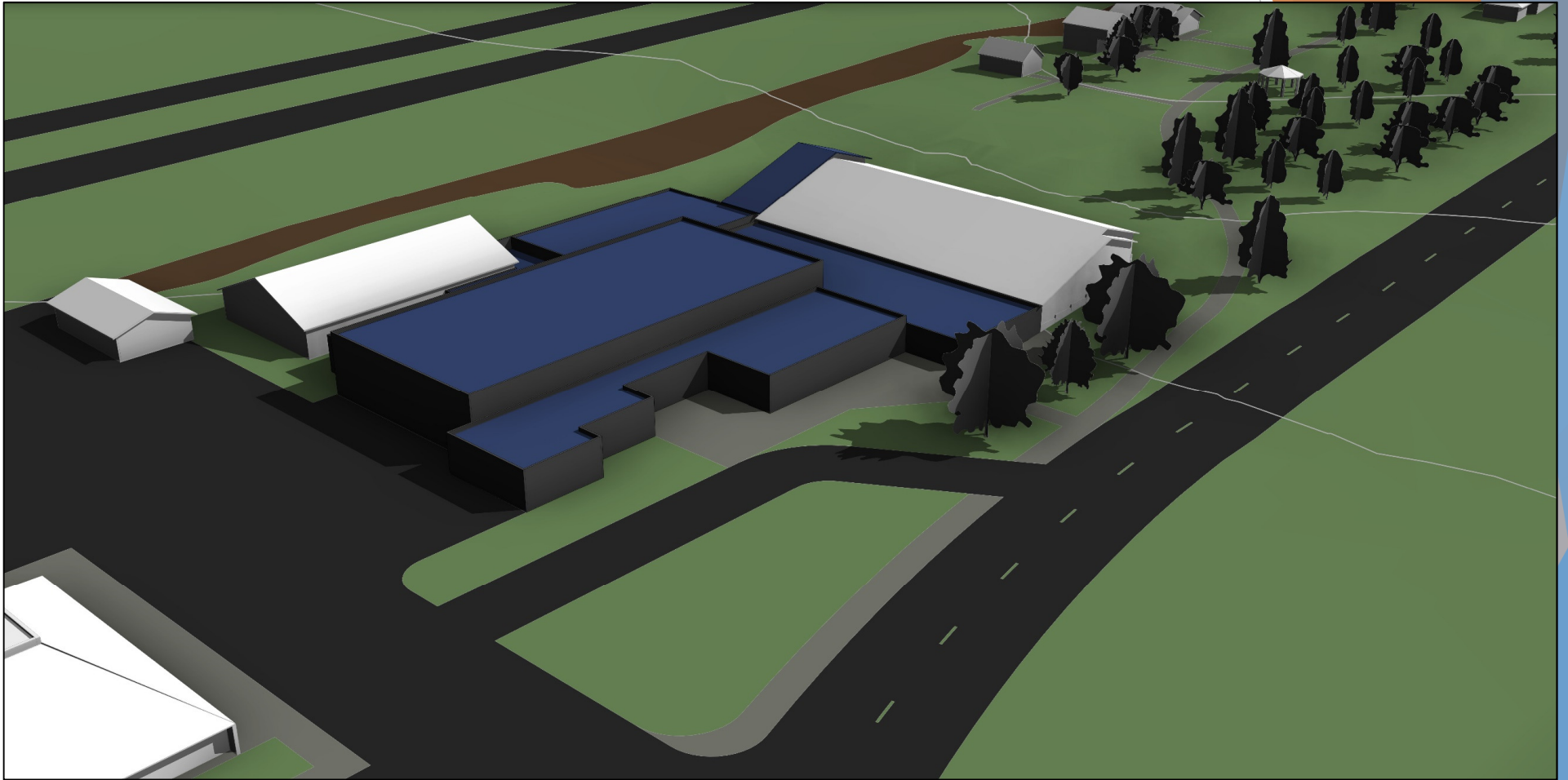
Existing Condition



Option #1 - Demolition



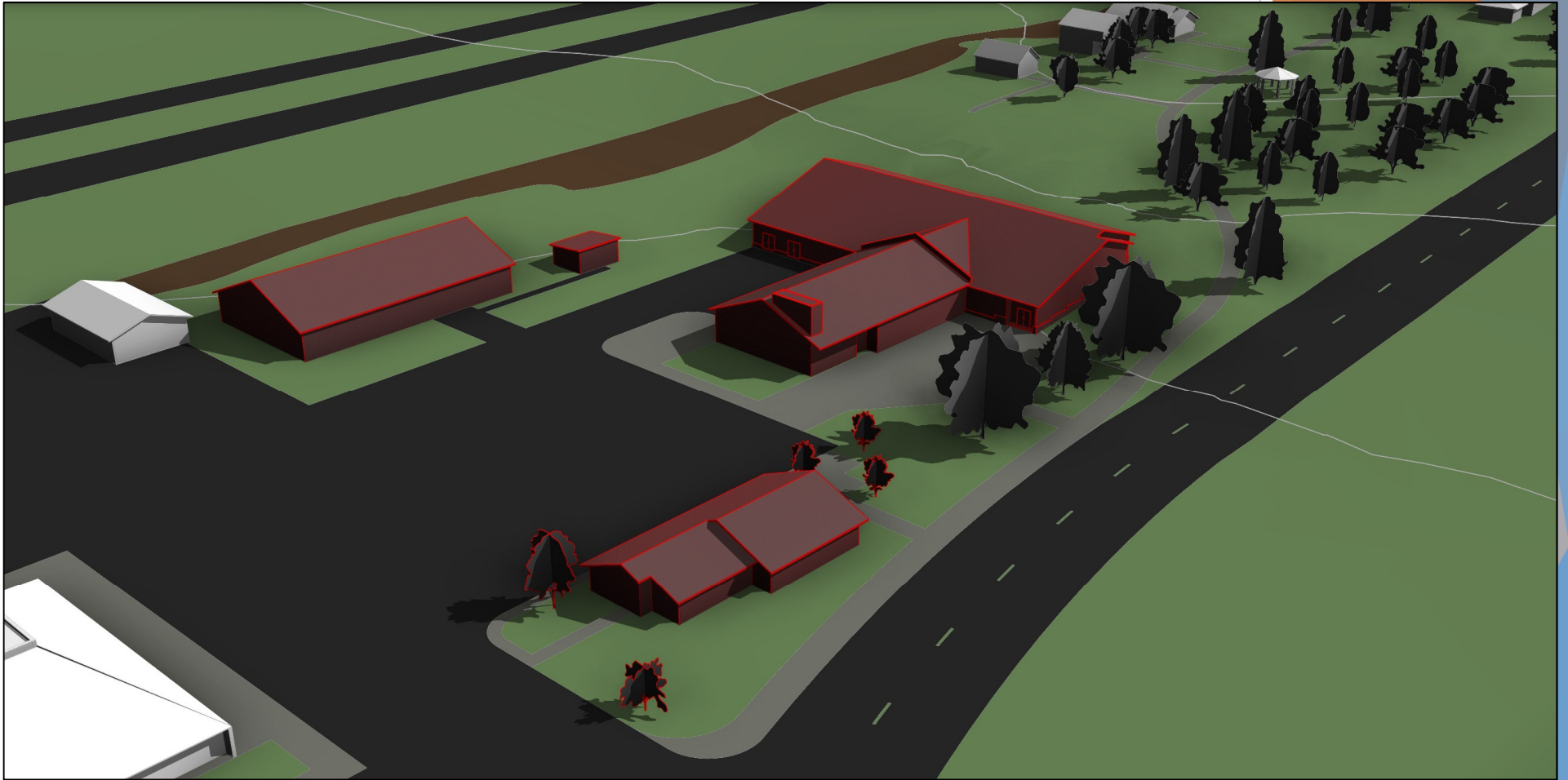
Option #1 – New Overview



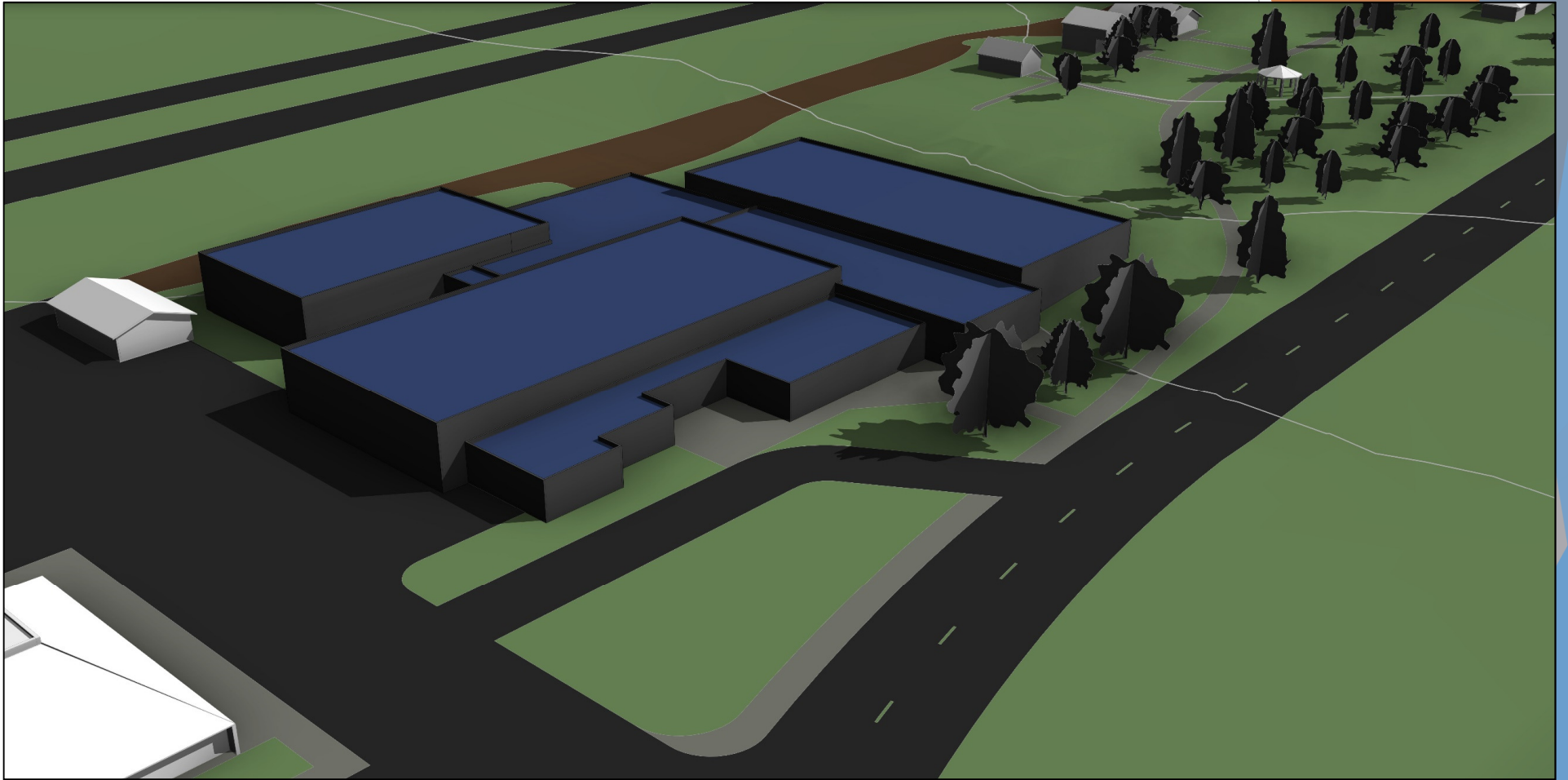
Option #1 – New Floor Plan



Option #2 - Demolition



Option #2 – New Overview



Option #2 – New Floor Plan



THANK YOU
GT ARCHITECTURE

Dickinson Museum Center