



# REGULAR MEETING OF THE CITY COMMISSION AGENDA

Tuesday, April 02, 2024 at 4:30 PM  
City Hall – 38 1st Street West Dickinson, ND 58601

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## City Commissioners:

**President:** Scott Decker

**Vice President:** John Odermann

Jason Fridrich

Suzi Sobolik

Robert Baer

## CALL TO ORDER

## ROLL CALL

## OPENING CEREMONIES: PLEDGE OF ALLEGIANCE

### 1. ORDER OF BUSINESS: CONSIDERATION FOR APPROVAL

A. Resolution No: 18-2024

Ordinance No: 1796

### 2. CONSENT AGENDA

**A.** Approval of Meeting Minutes dated March 19, 2024 (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.** Memorial Park Renaming (Enc.)

Presented by: Administrator Dassinger

*Consideration to approve Resolution*

**B.** Gaming Site Authorization for American Legion Mathew Brew (Enc.)

Presented by: Administrator Dassinger

*Consideration to approve*

**C. Gaming Site Authorization - St. Anthony Club (Enc.)**

Presented by: Administrator Dassinger

*Consideration to approve*

**D. Gaming Site Authorization - Fort Abraham Lincoln Foundation (Enc.)**

Presented by: Administrator Dassinger

*Consideration to approve*

**E. Health Equity Plan Document (Enc.)**

Presented by: HR Director Nameniuk

*Consideration to approve Resolution and Plan Document*

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

Presented by: HR Director Nameniuk

**4. PUBLIC WORKS**

**A. Sole Source Sweeper Purchase (Enc.)**

Presented by: PW Director Praus

*Consideration to approve*

**5. PUBLIC SAFETY - FIRE**

**6. PUBLIC SAFETY - POLICE**

**7. COMMUNITY DEVELOPMENT**

**A. Future Land Use Map Amendment - Woodworth (Enc.)**

Presented by: City/County Planner Josephson

*Consideration to approve second reading and final passage of Ordinance No. 1794*

**B. Rezone Request - Woodworth (Enc.)**

Presented by: City/County Planner Josephson

*Consideration to approve second reading and final passage of Ordinance No. 1795*

**C. 2024 Sidewalk Program SID (Enc.)**

Presented by: Engineering and Community Development Director Skluzacek  
*Consideration to approve Resolution*

**D. East Broadway Dam Agreement (Enc.)**

Presented by: Engineering and Community Development Director Skluzacek  
*Consideration to approve grant contract*

**E. Engineering and Community Development Monthly Report (Enc.)**

Presented by: Engineering and Community Development Director Skluzacek

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

**A. Parks and Recreation Annual Report**

*Presented by: Director Benjamin Rae*

**B. Dickinson State University Presentation (Enc.)**

Presented by: Ty Orton

**C. Public Hearing - Sims Facility Plan for SRF Loan (Enc.)**

Presented by: Engineer/Community Development Director Skluzacek

*Consideration to approve loan*

**D. Public Comments not on Agenda**

Presented by: President Decker

**9. COMMISSION**

**10. ADJOURNMENT**

**Link for viewing City Commission Meeting:**  
<https://www.dickinsongov.com/meetings>

**This link will not be live until approximately 4:30 pm on April 2, 2024.**

**Teams Meeting:** <http://tinyurl.com/CCM-04-02-2024-Teams>

**Teams Meeting ID:** 217 355 943 684    **Meeting Passcode:** zvkKVe

**Teams Phone #:** 1-701-506-0320    **Phone Conference ID:** 332 968 810#

**Local Phone #:** 701-456-7006

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

REGULAR MEETING

DICKINSON CITY COMMISSION

March 19, 2024

**I. CALL TO ORDER**

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

**II. ROLL CALL**

Present were: President Scott Decker, Vice President 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: John Odermann

To approve the March 19, 2024 meeting as presented.

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

**3. CONSENT AGENDA**

MOTION BY: Robert Baer SECONDED BY: Suzi Sobolik

**A. Approval of Meeting Minutes dated March 5, 2024.**

**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. ABM Printer Contracts**

IT Director Aaron Meyer presents four printer contracts. He states two contracts are for replacement of existing units and the museum is adding a large format printer that was approved in the budget last year. Director Meyer states this contract is \$500 more than the previous year. The contract was reviewed by the attorney.

MOTION BY: Suzi Sobolik SECONDED BY: Robert Baer  
To approve the ABM Printer Contracts as presented.

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

**B. Commercial and Residential Tolerance Level**

City Assessor Joe Hirschfeld presents the Board of Equalization Sales Tolerance. Assessor Hirschfeld is looking for a directive on setting valuations for the 2024 valuation year. He states the State Board of Equalization has again set the tolerance range from 90-100%. He states before sales ratio the commercial properties have a sales ratio of 88.9% and residential properties have a sales ratio of 86.9%.

President Scott Decker would like to say close to 90%. To stay at the low end of valuations.

Commissioner John Odermann agrees with President Decker to go on the low end of the valuations.

After sales ratio City Assessor Joe Hirschfeld states, he would like to stay with the commercial at 92.6% and residential go to 96.3% which would be with Vanguard's recommendation on commercial and to lower residential to be closer to 90%.

MOTION BY: John Odermann SECONDED BY: Jason Fridrich





proactive. There were 13 call outs for February for investigations. There were multiple overdoses deaths in February. There has been an increase in sexual assaults. He discusses notable incidents. Deputy Chief Hanson states that there has been an increase in DUI arrests. Deputy Chief Hanson states there were 88 behavior health calls which is slightly lower and shows a good sign. There are a lot of good programs in place in helping with treatment and early warning signs. Two larger scale trainings were held which included a leadership – based company training and world of de-escalation. He also reviews the animal shelter which do a good job in replacements and returning animals. He states Officer Abby Johnson has received the 2023 Traffic Safety Officers of the Year. Also, Officer Andy Stidman received honors for Drug Recognition Expert. Deputy Police Chief Hanson states these officers are very valuable to the City. He states Officer Stidman did come to the hospital and did Code Black and they were blown away with the professionalism and how he walked through the explanation and professionalism with clear communications. Deputy Police Chief Hanson states he is a keeper.

7. **COMMUNITY DEVELOPMENT SERVICES**

**A. Special Use Permit – Geo Chemicals, LLC**  
City/County Planner Steven Josephson presents a Special Use Permit for Geo Chemicals, LLC. This Special Use Permit to allow for above-ground chemical storage in the General Industrial (GI) zoning district. The property is legally described as Lots 2 & 3, Block 2, Replat of Dickinson Industries Subdivision within the City of Dickinson’s Extra-Territorial Zone. Planner Josephson states both Planning and Zoning Commission and City staff recommend approval subject to conditions.

MOTION BY: Jason Fridrich  
Adopt Resolution No. 14-2024.

SECONDED BY: Suzi Sobolik

**RESOLUTION NO. 14 - 2024**

**A RESOLUTION APPROVING A SPECIAL USE PERMIT TO GEO CHEMICALS, LLC FOR A CHEMICAL STORAGE FACILITY LOCATED AT 4637 WEST VILLARD, DICKINSON, ND IN THE EXTRATERRITORIAL ZONE**

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

**B. 2024 Road Maintenance Road Bid**

Engineering and Community Development Director Josh Skluzacek presents the 2024 road maintenance bid. He states there was one bid received for \$5,974,174.92. Differences noted are longer haul distances for higher grades of oil affecting prices for asphalt pavement, labor and union rates have increased, and traffic control for a project with this footprint will be more complex. The assessable concrete costs, however, were close to the engineer’s estimate with sidewalk and driveway replacement costs only 1% over engineer’s estimate and curb and gutter replacement costs being 5 percent under engineer’s estimate. Therefore, the changes to the individual SID amounts will be minimal. Director Skluzacek states the construction is planned to be completed during the 2024 construction season. The project was budget in the 2024 and the city will be using GPT. He states two-way traffic will be maintained during the construction.

MOTION BY: Jason Fridrich  
To approve the 2024 Road Maintenance Bid.

SECONDED BY: Suzi Sobolik

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

**C. 2025 Road Maintenance Task Order**

Engineering and Community Development Director Josh Skluzacek presents a task order with KLJ Engineering LLC to perform engineering services for the 2025 Road Maintenance project for an hourly not to exceed amount as specified in the contract of



\$260,000.00. This contract is in reference to the proposal received through a request for proposal where three proposals were received. KLJ Engineering LLC was scored the highest and awarded the project. The City Attorney has reviewed this contract. The City will be using GPT to pay for the project.

MOTION BY: Suzi Sobolik  
To approve the 2025 Road Maintenance Task Order.

SECONDED BY: Robert Baer

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

**D. Final Plat – Heart River Bottoms Final Plat**

Engineering and Community Development Director Josh Skluzacek presents a final plat for Heart River Bottoms. He states this is 17.35 acres and would like to split the parcel in two. Director Skluzacek states a significant amount of this property is impacted by the flood plain. The access to this property is out of the Deer Run Drive.

MOTION BY: Jason Fridrich  
Adopt Resolution No. 15-2024.

SECONDED BY: Robert Baer

**RESOLUTION NO: 15 - 2024**  
**A RESOLUTION APPROVING FINAL PLAT ENTITLED**  
**HEART RIVER BOTTOMS MINOR SUBDIVISION**  
**STARK COUNTY, NORTH DAKOTA**

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

**E. Final Plat – South Cemetery Second Subdivision**

Engineering and Community Development Director Josh Skluzacek presents a final plat for South Cemetery Second Subdivision. A request to approve a Preliminary Plat for Dickinson South Cemetery Second Subdivision being a parcel of unplatted land located in the south half of the southwest quarter of the northwest quarter (S1/2SW1/2NW1/4) of Section 16, Township 139 North, Range 96 West, located in the City of Dickinson’s ETZ. The site consists of +/- 7.60 acres.

MOTION BY: Robert Baer  
Adopt Resolution No. 16-2024.

SECONDED BY: Suzi Sobolik

**RESOLUTION NO: 16 - 2024**  
**A RESOLUTION APPROVING FINAL PLAT ENTITLED**  
**DICKINSON SOUTH CEMETERY SECOND SUBDIVISION**  
**STARK COUNTY, NORTH DAKOTA.**

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

**F. 2024 Watermain Replacement Task Order**

Engineering and Community Development Director Josh Skluzacek states one bid was received for the 2024 Watermain Replacement bid. The bid was for \$4,284,098 dollars. This would be approved contingent upon the NDDEQ approval. The City does not anticipate significant changes to the SID amounts presented to the public for those impacted. Most attribute is the mill and overlay. There are three locations in the sanitary sewer and this will be replaced along with completing the mill and overlay. The grant was 60% and the city would be responsible for about \$2 million. This would reduce the SID amount. The project was for 2024 and within the budget.

MOTION BY: Jason Fridrich  
To approve the 2024 Watermain Replacement Task Order.

SECONDED BY: Suzi Sobolik

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

**G. 2025 Watermain Replacement Task Order**

Engineering and Community Development Director Josh Skluzacek states two proposals were received for the 2025 watermain replacement task order. He states Apex Engineering scored the highest and awarded the project. This project is part of the capital improvement budget. The city is planning an SID with this project.

MOTION BY: Suzi Sobolik  
To approve the 2025 Watermain Replacement Task Order.

SECONDED BY: Robert Baer

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

**H. SRF Contract – 10<sup>th</sup> Avenue East – Museum to 21<sup>st</sup> Street East**

Engineering and Community Development Director Josh Skluzacek presents an SRF Contract for 10<sup>th</sup> Avenue East – Museum to 21<sup>st</sup> Street. This task order is with SRF Consulting for engineering services. There were five total proposals that were received. This project will be paid for by GPT. Once the design is gone through the city will continue to look for funding.

MOTION BY: Robert Baer  
To approve the SRF Contract for 10<sup>th</sup> Avenue East – Museum to 21<sup>st</sup> Street

SECONDED BY: Jason Fridrich

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

**I. Moore Engineering Contract – 10<sup>th</sup> Avenue East – Villard to Museum**

Engineering and Community Development Director Josh Skluzacek presents a contract with Moore Engineering Contract for 10<sup>th</sup> Avenue East – Villard to Museum. He states there were seven proposals for this project and Moore was the highest scoring proposal and awarded the project. The City has reviewed the contract. The project will be paid with GPT funds. There will be rectangle flashing beacon at Museum Drive. The goal is to be ready for this fall.

MOTION BY: Jason Fridrich  
To approve the Moore Engineering Contract for 10<sup>th</sup> Avenue East – Villard to Museum.

SECONDED BY: Suzi Sobolik

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

**J. North Industries Street/Storm SID**

Engineering and Community Development Director Josh Skluzacek presents a task order approval for engineering services for the street and storm water reconstruction to Highlands Engineering and Surveying, PLLC. The task order is for a time and materials estimate not to exceed the amount of \$94,650.00. A legal review of this task order has been completed. Director Skluzacek states this project was included in the 2024 capital improvement project budget for a total installed cost estimate of \$1,000,000.00. This project is to include a SID for the street and storm water project. Approximately 7,750 LF of street improvements is included with the project at an approximate 26-foot width. The project is anticipated to be bid ready before the spring of 2024 with the intent of being constructed during the 2024 construction season. The project is to include street and storm water re-construction following the water main and sanitary sewer improvements which are to be completed by mid-July 2024. He states he has met on this project with Commissioners Baer and Odermann. He states the city has not provided many services in this area for the amount of property taxes these individuals are paying. The resolution will move forward with the SID process.

MOTION BY: Robert Baer  
Adopt Resolution No. 17-2024.

SECONDED BY: Suzi Sobolik

**RESOLUTION NO. 17 -2024**

**A RESOLUTION CREATING THE NORTH INDUSTRIES IMPROVEMENTS STREETS AND STORMWATER PROJECT SPECIAL IMPROVEMENT DISTRICT NO. 202316-1, DIRECTING THE FILING OF AN ENGINEER’S REPORT REGARDING THE SAME, AND DECLARING THAT IT IS NECESSARY TO MAKE THE IMPROVEMENTS DESCRIBED THEREIN.**

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. Public Hearing – Woodworth Future Land Use Map Amendment**

City/County Planner Steven Josephson presents a request to amend the Future Land Use Map from Industrial to Agricultural for a parcel of unplatted land located in the SW ¼ of Section 11, Township 139N, Range 96W, located in the City of Dickinson’s ETZ. The site consists of +/- 27.83 acres. Planner Josephson states they would like to buy this property and to farm it. They would also live on the farm. Planner Josephson states City staff recommend approval.

President Scott Decker opens the public hearing at 5:06 p.m. Hearing no comments, the public hearing was closed at 5:08 p.m. and the following motion was made.

MOTION BY: Suzi Sobolik  
To approve first reading of Ordinance No. 1794.

SECONDED BY: John Odermann

**ORDINANCE NO. 1794**

**AN ORDINANCE AMENDING THE FUTURE LAND USE MAP**

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

**B. Public Hearing – Rezone Request – Woodworth**

City/County Planner Steven Josephson presents a rezone request from Industrial to Agricultural for a parcel of unplatted land located in the SW ¼ of Section 11, Township 139N, Range 96W, located in the City of Dickinson’s ETZ. The site consists of +/- 27.83 acres. These individuals would live on the farm and to farm it. Planner Josephson states City staff recommend approval.

President Scott Decker opens the public hearing at 5:10 p.m. Hearing no comments, the public hearing was closed at 5:11 p.m. and the following motion was made.

MOTION BY: Suzi Sobolik  
To approve first reading of Ordinance No. 1795.

SECONDED BY: John Odermann

**ORDINANCE NO. 1795**

**AN ORDINANCE AMENDING THE DISTRICT ZONING MAP FOR REZONING AND RECLASSIFYING DESIGNATED LOTS, BLOCKS OR TRACTS OF LAND WITHIN THE EXTRATERRITORIAL 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 – Easement Vacation – State 9<sup>th</sup> Addition**

Engineering and Community Development Director Josh Skluzacek presents an easement vacation for State 9<sup>th</sup> Addition. The plat was last seen at the last commission meeting.

The eastern 4' of the existing is being vacated. There was a bit of a mix-up on the advertising for this agenda. The whole process of an easement vacation and all utilities were notified. City staff recommend approval.

President Scott Decker opens the public hearing at 5:12 p.m. Hearing no comment, the public hearing was closed at 5:13 and the following motion was made.

MOTION BY: Robert Baer  
Adopt Resolution No. 12-2024.

SECONDED BY: Suzi Sobolik

**RESOLUTION NO: 12- 2024**

**A RESOLUTION APPROVING VACATION OF A UTILITY EASEMENT WITHIN THE STATE AND EIGHT ADDITION, CITY OF DICKINSON, NORTH DAKOTA**

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

**D. Public Hearing – Easement Vacation – Block 1, Highway Department Addition**

Engineering and Community Development Director Josh Skluzacek presents an easement vacation which will vacate 355-feet of an existing 20-foot-wide easement that runs North-South through the Block 1 of the Highway Department Addition to allow for a future building which is to be constructed within this vacated area. Since MDU has an existing gas line through this existing easement, a proposed u-shaped easement is being provided for the relocation of this gas line as shown by the sketch included with the vacation petition. This easement includes all public utilities even though MDU is the only one with utilities here currently. The city engineering and development team staff recommends app

President Scott Decker opens the public hearing at 5:15 p.m. Hearing no comments, the public hearing was closed at 5:16 and the following motion was made.

MOTION BY: John Odermann  
Adopt Resolution No. 13-2024.

SECONDED BY: Suzi Sobolik

**RESOLUTION NO: 13- 2024**

**A RESOLUTION APPROVING VACATION OF A UTILITY EASEMENT WITHIN THE HIGHWAY DEPARTMENT ADDITION, CITY OF DICKINSON, NORTH DAKOTA**

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

**E. Public Comments not on Agenda**

No Comments

**9. COMMISSION**

No Comments

**ADJOURNMENT**

MOTION BY: Suzi Sobolik

SECONDED BY: Jason Fridrich

Adjournment of the meeting was at 6:05 P.M.

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

OFFICIAL MINUTES PREPARED BY:

\_\_\_\_\_  
Rita Binstock, Assistant to City Administrator

APPROVED BY:

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Dustin Dassinger, City Administrator

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Scott Decker, President  
Board of City Commissioners

Date: April 2, 2024

### Please Approve the following Manual Checks

CK#126964	SHAWN BRAY	\$600.00
CK#126965	PRINCIPAL LIFE INSURANCE CO	\$17,242.33
CK#127093	DCI CREDIT SERVICES	\$96.86
CK#127094	MESSERLI & KRAMER PA	\$248.82
CK#127095	VERIZON	\$5,735.91
CK#127096	BUREAU OF RECLAMATION	\$10,000.00
CB04012024	COMMERCE BANK CREDIT CARD	\$20,339.76

### PAYROLL TRANSACTIONS FROM PAY DATE 3/08/2024

<u>GROSS WAGES</u>	\$	587,179.84
<u>NET WAGES</u>	\$	412,906.66

#### TAXES

FEDERAL	\$	48,052.85
FICA	\$	85,031.04
STATE	\$	2,316.90

#### PENSIONS

DEFINED BENEFIT - EE	\$	2,326.36	
DC-A EE	\$	2,939.27	
DC-A ER	\$	1,245.69	FINAL FORFEITURE APPL
NDPERS EE	\$	29,240.64	
NDPERS ER	\$	43,990.38	

**PAYROLL TRANSACTIONS FROM PAY DATE 3/22/2024**

<b><u>GROSS WAGES</u></b>	\$	595,818.75
<b><u>NET WAGES</u></b>	\$	421,558.50

**TAXES**

FEDERAL	\$	48,026.58
FICA	\$	86,322.08
STATE	\$	2,254.37

**PENSIONS**

DEFINED BENEFIT - EE	\$	2,294.07
DC-A EE	\$	2,830.86
DC-A ER	\$	2,830.86
NDPERS EE	\$	28,273.90
NDPERS ER	\$	42,466.72

**AGED TRIAL BALANCE WITH OPTIONS - DETAIL**

City of Dickinson  
 Payables Management

Section 2. Item B.

**Ranges:**

Vendor ID: First - Last  
 Class ID: First - Last  
 Payment Priority: First - Last  
 Vendor Name: First - Last

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

Print Option: DETAIL  
 Age By: Document Date  
 Aging Date: 3/27/2024

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

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

<b>Vendor ID:</b> 5714		<b>Name:</b> ACCENT WIRE-TIE					<b>Class ID:</b>		<b>FED TAX CLAS:</b> S-CORP		
<b>Voucher/</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
<b>Payment No.</b>							<b>Amount</b>				
	10027569	INV	3/8/2024	3/8/2024	\$734.90	TRACK PINS, ROLL PINS		\$734.90			
							<b>Due</b>				
<b>Voucher(s): 1</b>							<b>Aged Totals:</b>		\$0.00	\$0.00	\$0.00
							\$734.90	\$734.90			

<b>Vendor ID:</b> 9714		<b>Name:</b> ADVENTUREKEEN					<b>Class ID:</b> 1099		<b>FED TAX CLAS:</b> LLC-P		
<b>Voucher/</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
<b>Payment No.</b>							<b>Amount</b>				
	247997	INV	2/27/2024	2/27/2024	\$154.22	GIFT SHOP STOCK		\$154.22			
							<b>Due</b>				
<b>Voucher(s): 1</b>							<b>Aged Totals:</b>		\$0.00	\$0.00	\$0.00
							\$154.22	\$154.22			

<b>Vendor ID:</b> 5458		<b>Name:</b> AFFORDABLE TREE SERVICE LLC					<b>Class ID:</b> 1099		<b>FED TAX CLAS:</b> SOLE PROP		
<b>Voucher/</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
<b>Payment No.</b>							<b>Amount</b>				
	1108	INV	3/11/2024	3/11/2024	\$200.00	REMOVAL OF TREE BRANCH		\$200.00			
							<b>Due</b>				
<b>Voucher(s): 1</b>							<b>Aged Totals:</b>		\$0.00	\$0.00	\$0.00
							\$200.00	\$200.00			

<b>Vendor ID:</b> 6348		<b>Name:</b> ALL FLAGS, LLC					<b>Class ID:</b> 1099		<b>FED TAX CLAS:</b> LLC		
<b>Voucher/</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
<b>Payment No.</b>							<b>Amount</b>				
	365388	INV	3/19/2024	3/19/2024	\$766.31	MISC FLAGS		\$766.31			
							<b>Due</b>				
<b>Voucher(s): 1</b>							<b>Aged Totals:</b>		\$0.00	\$0.00	\$0.00
							\$766.31	\$766.31			

<b>Vendor ID:</b> 19		<b>Name:</b> ALLANS DECORATING CENTER					<b>Class ID:</b>		<b>FED TAX CLAS:</b>		
<b>Voucher/</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
<b>Payment No.</b>							<b>Amount</b>				
	20143	INV	3/13/2024	3/13/2024	\$17,893.00	NEW CARPET/TITL ADHESIVE		\$17,893.00			
							<b>Due</b>				
<b>Voucher(s): 1</b>							<b>Aged Totals:</b>		\$0.00	\$0.00	\$0.00
							\$17,893.00	\$17,893.00			

<b>Vendor ID:</b> 5115		<b>Name:</b> ALLSTATE PETERBILT OF DICKINSON					<b>Class ID:</b>		<b>FED TAX CLAS:</b>		
<b>Voucher/</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
<b>Payment No.</b>							<b>Amount</b>				
	4604187624	CRM	3/14/2024		(\$60.00)	CORE RETURN		(\$60.00)			
	4603110354	INV	2/15/2024	2/15/2024	\$4,743.66	WORK DONE ON PETERBILT			\$4,743.66		
							<b>Due</b>				
<b>Voucher(s): 1</b>							<b>Aged Totals:</b>		\$0.00	\$0.00	\$0.00
							\$17,893.00	\$17,893.00			



**AGED TRIAL BALANCE WITH OPTIONS - DETAIL**

City of Dickinson

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4603110444	INV	3/6/2024	3/6/2024	\$2,776.82	WORK DONE ON 2014 PETERI	\$2,776.82
4604187492	INV	3/12/2024	3/12/2024	\$344.02	PROMO REMAN BRAKE KIT	\$344.02
4603110452	INV	3/13/2024	3/13/2024	\$3,817.30	WORK DONE ON 2014 PETERI	\$3,817.30
4604187241	INV	3/14/2024	3/14/2024	\$91.56	9 LEB STRB/TRN SIGNAL RND	\$91.56

				<b>Due</b>					
<b>Voucher(s):</b> 6	<b>Aged Totals:</b>				\$11,713.36	\$6,969.70	\$4,743.66	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1MJL-TYKV-7JYR	INV	3/14/2024	3/14/2024	\$213.32	DIP		\$213.32			
	1HHP-6N3F-FD7K	INV	3/15/2024	3/15/2024	\$116.22	STAFF SRP PRIZES-LIBRARY		\$116.22			
	1YTQ-VTGW-JGXH	INV	3/15/2024	3/15/2024	\$31.43	HANGING FOLDERS, INK CAR		\$31.43			
	113-1126670-0114604	INV	3/20/2024	3/20/2024	\$32.66	PREMIUM 1" BINDER		\$32.66			
	1WJH-GP6X-QMGH	INV	3/22/2024	3/22/2024	\$243.94	DIP		\$243.94			

				<b>Due</b>					
<b>Voucher(s):</b> 5	<b>Aged Totals:</b>				\$637.57	\$637.57	\$0.00	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	18053	INV	2/29/2024	2/29/2024	\$5,155.00	202103 STATE AVE IMPROVEM		\$5,155.00			
	18069	INV	2/29/2024	2/29/2024	\$126,400.00	202104 SIMS ST IMPROVEMEN		\$126,400.00			
	18102	INV	2/29/2024	2/29/2024	\$2,099.50	TECHNICAL ASSISTANCE		\$2,099.50			
	18103	INV	2/29/2024	2/29/2024	\$14,144.00	202419 WRF 2 FACILITY PLAN		\$14,144.00			
	18104	INV	2/29/2024	2/29/2024	\$1,844.00	202420 WATER RECLAMATION		\$1,844.00			
	18123	INV	2/29/2024	2/29/2024	\$1,144.00	202303 DIK REUSE WATER EV		\$1,144.00			
	18124	INV	2/29/2024	2/29/2024	\$57,573.00	202402 2024 WATERMAIN & LE		\$57,573.00			

				<b>Due</b>					
<b>Voucher(s):</b> 7	<b>Aged Totals:</b>				\$208,359.50	\$208,359.50	\$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
	2550296518	INV	3/13/2024	3/13/2024	\$30.13	MATS		\$30.13			
	2550296556	INV	3/13/2024	3/13/2024	\$52.38	MATS		\$52.38			
	2550296579	INV	3/13/2024	3/13/2024	\$38.28	MATS		\$38.28			

**AGED TRIAL BALANCE WITH OPTIONS - DETAIL**  
 City of Dickinson

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2550296603	INV	3/13/2024	3/13/2024	\$78.96	UNIFORM CLEANING	\$78.96
2550296605	INV	3/13/2024	3/13/2024	\$45.03	MATS	\$45.03
2550297404	INV	3/14/2024	3/14/2024	\$23.21	MATS	\$23.21
2550297431	INV	3/14/2024	3/14/2024	\$64.91	MATS	\$64.91
2550299630	INV	3/20/2024	3/20/2024	\$78.96	UNIFORM CLEANING	\$78.96
2550299631	INV	3/20/2024	3/20/2024	\$151.97	MATS	\$151.97
2550299632	INV	3/20/2024	3/20/2024	\$40.12	MATS	\$40.12

<b>Voucher(s):</b> 10	<b>Aged Totals:</b>	<b>Due</b>				
		<b>\$603.95</b>	<b>\$603.95</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

<b>Vendor ID:</b> 37	<b>Name:</b> AT&T	<b>Class ID:</b>	<b>FED TAX CLAS:</b>								
<b>Voucher/ Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
	500289	INV	2/29/2024	2/29/2024	\$95.00	TOWER/AREA SEARCH REQU		\$95.00			
	0304912147001 03132	INV	3/13/2024	3/13/2024	\$27.76	MONTHLY PHONE BILLING		\$27.76			

<b>Voucher(s):</b> 2	<b>Aged Totals:</b>	<b>Due</b>				
		<b>\$122.76</b>	<b>\$122.76</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

<b>Vendor ID:</b> 6032	<b>Name:</b> AUTO VALUE, APH STORE	<b>Class ID:</b>	<b>FED TAX CLAS:</b>	C CORP							
<b>Voucher/ Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
	416095173	INV	3/13/2024	3/13/2024	\$38.94	10 SQUEEGEE W/20 WOC (6)		\$38.94			
	416095381	INV	3/20/2024	3/20/2024	\$15.99	WEATHERSTRIP		\$15.99			

<b>Voucher(s):</b> 2	<b>Aged Totals:</b>	<b>Due</b>				
		<b>\$54.93</b>	<b>\$54.93</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

<b>Vendor ID:</b> 68	<b>Name:</b> B & K ELECTRIC	<b>Class ID:</b>	<b>FED TAX CLAS:</b>								
<b>Voucher/ Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
	200338	INV	3/13/2024	3/13/2024	\$1,027.58	SIEMENS 100 AMP 2P BREAK		\$1,027.58			
	200346	INV	3/14/2024	3/14/2024	\$590.00	BLACK LED STREET LIGHT		\$590.00			

<b>Voucher(s):</b> 2	<b>Aged Totals:</b>	<b>Due</b>				
		<b>\$1,617.58</b>	<b>\$1,617.58</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

<b>Vendor ID:</b> 49	<b>Name:</b> BAKER & TAYLOR CO (GA)	<b>Class ID:</b>	<b>FED TAX CLAS:</b>								
<b>Voucher/ Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
	2038142826	INV	3/4/2024	3/4/2024	\$11.60	SLOPE CHILDRENS		\$11.60			
	2038145526	INV	3/6/2024	3/6/2024	\$18.41	DIP CH		\$18.41			
	2038156562	INV	3/12/2024	3/12/2024	\$81.76	DIP		\$81.76			
	2038156584	INV	3/12/2024	3/12/2024	\$34.27	BC		\$34.27			

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 City of Dickinson

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2038159680	INV	3/13/2024	3/13/2024	\$83.99	DIP CH	\$83.99
2038166296	INV	3/15/2024	3/15/2024	\$653.58	DIP	\$653.58
2038166305	INV	3/15/2024	3/15/2024	\$357.44	BC	\$357.44
2038170031	INV	3/18/2024	3/18/2024	\$37.29	DIP CH	\$37.29

<b>Voucher(s):</b> 8	<b>Aged Totals:</b>	<b>Due</b>			
		\$1,278.34	\$1,278.34	\$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
77837		INV	3/6/2024	3/6/2024	\$1,670.57	CLOTHING FOR POLICE DEPT		\$1,670.57			
77887		INV	3/14/2024	3/14/2024	\$1,936.90	KELL NORBY VEST		\$1,936.90			
78271		INV	3/14/2024	3/14/2024	\$291.70	CLOTHING FOR POLICE DEPT		\$291.70			
78502-1		INV	3/15/2024	3/15/2024	\$820.57	CLOTHING FOR POLICE DEPT		\$820.57			
78536-1		INV	3/15/2024	3/15/2024	\$537.75	CLOTHING FOR POLICE DEPT		\$537.75			
78502-2		INV	3/19/2024	3/19/2024	\$174.60	SCROLL TIE BAR, VESTS		\$174.60			
78533-1		INV	3/19/2024	3/19/2024	\$83.90	NAME BAR HOLDER, NAMETA		\$83.90			
78536-2		INV	3/19/2024	3/19/2024	\$307.75	CLOTHING FOR POLICE DEPT		\$307.75			
78552-1		INV	3/19/2024	3/19/2024	\$249.00	CLOTHING FOR POLICE DEPT		\$249.00			
78720-1		INV	3/19/2024	3/19/2024	\$268.76	CLOTHING FOR POLICE DEPT		\$268.76			
78502-3		INV	3/21/2024	3/21/2024	\$119.96	FEB 2024 EQP2		\$119.96			

<b>Voucher(s):</b> 11	<b>Aged Totals:</b>	<b>Due</b>			
		\$6,461.46	\$6,461.46	\$0.00	\$0.00

**Vendor ID:** 1495      **Name:** BARANKO BROS 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
29251		INV	3/15/2024	3/15/2024	\$7,980.00	SNOW REMOVAL 03/03/2024		\$7,980.00			

<b>Voucher(s):</b> 1	<b>Aged Totals:</b>	<b>Due</b>			
		\$7,980.00	\$7,980.00	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
34451066.00-1		INV	1/29/2024	1/29/2024	\$3,310.88	PROFESSIONAL SERVICES			\$3,310.88		

<b>Voucher(s):</b> 1	<b>Aged Totals:</b>	<b>Due</b>			
		\$3,310.88	\$0.00	\$3,310.88	\$0.00

**AGED TRIAL BALANCE WITH OPTIONS - DETAIL**  
 City of Dickinson

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Vendor ID: 4637		Name: BEAVERBUILT METAL FABRICATION					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
	5997	INV	3/11/2024	3/11/2024	\$12,960.00	2 FLOOR CROSSMEMEBER OI		\$12,960.00			
<b>Aged Totals:</b>							<u>Due</u>				
							\$12,960.00	\$12,960.00	\$0.00	\$0.00	\$0.00
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
	6474	INV	3/7/2024	3/7/2024	\$5,277.45	EXTRA WORK FORM 1		\$5,277.45			
<b>Aged Totals:</b>							<u>Due</u>				
							\$5,277.45	\$5,277.45	\$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
	86835	INV	3/6/2024	3/6/2024	\$85.00	#3 T/S VFD #15 T/S TRANSDUC		\$85.00			
	86867	INV	3/11/2024	3/11/2024	\$2,880.00	TROUBLESHOOT CONVEYOR		\$2,880.00			
	86868	INV	3/11/2024	3/11/2024	\$30,286.60	ORDER REPLACEMENT POLE		\$30,286.60			
	86869	INV	3/11/2024	3/11/2024	\$2,214.39	TROUBLESHOOT DAM LIGHT		\$2,214.39			
	86870	INV	3/11/2024	3/11/2024	\$3,403.07	REPAIR/REPLACE DAM LITE P		\$3,403.07			
	86871	INV	3/11/2024	3/11/2024	\$1,586.92	TROUBLESHOOT HEATERS		\$1,586.92			
	86872	INV	3/11/2024	3/11/2024	\$2,251.04	TROUBLESHOOT & REPAIR D.		\$2,251.04			
	86912	INV	3/13/2024	3/13/2024	\$184.22	TROUBLESHOOT STREET LIG		\$184.22			
<b>Aged Totals:</b>							<u>Due</u>				
							\$42,891.24	\$42,891.24	\$0.00	\$0.00	\$0.00
Vendor ID: 3612		Name: BINSTOCK, RITA					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
	RB 031924	INV	3/19/2024	3/19/2024	\$119.28	EMPLOYEE REIMBURSEMENT		\$119.28			
<b>Aged Totals:</b>							<u>Due</u>				
							\$119.28	\$119.28	\$0.00	\$0.00	\$0.00
Vendor ID: 67		Name: BISMARCK TRIBUNE					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
	104-00031732 021324	INV	2/13/2024	2/13/2024	\$559.99	PERIODICALS		\$559.99			
<b>Aged Totals:</b>							<u>Due</u>				
							\$559.99	\$0.00	\$559.99	\$0.00	\$0.00
Vendor ID: 9805		Name: BOBCAT OF MANDAN, 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

**AGED TRIAL BALANCE WITH OPTIONS - DETAIL**

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31272M      INV      3/5/2024      3/5/2024      \$21.54      KNOB      \$21.54

<b>Voucher(s):</b> 1		<b>Aged Totals:</b>	<u>Due</u>	\$21.54	\$21.54	\$0.00	\$0.00	\$0.00
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**Vendor ID:** 951      **Name:** BORDER STATES ELECTRIC 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
	928010218	INV	3/13/2024	3/13/2024	\$22.98	EXRG EL M6 EXT SGN W/BCKI		\$22.98			
	928056736	INV	3/21/2024	3/21/2024	\$106.26	OSRA		\$106.26			

<b>Voucher(s):</b> 2		<b>Aged Totals:</b>	<u>Due</u>	\$129.24	\$129.24	\$0.00	\$0.00	\$0.00
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**Vendor ID:** 6272      **Name:** BOSS OFFICE PRODUCTS      **Class ID:**      **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	614675-1	INV	3/25/2024	3/25/2024	\$234.00	COFFEE, FILTERS		\$234.00			

<b>Voucher(s):</b> 1		<b>Aged Totals:</b>	<u>Due</u>	\$234.00	\$234.00	\$0.00	\$0.00	\$0.00
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**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
	36933	INV	3/15/2024	3/15/2024	\$29.85	3 5 GAL SPRING WATERS		\$29.85			
	37904	INV	3/21/2024	3/21/2024	\$9.95	1 5 GAL SPRING WATER		\$9.95			

<b>Voucher(s):</b> 2		<b>Aged Totals:</b>	<u>Due</u>	\$39.80	\$39.80	\$0.00	\$0.00	\$0.00
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**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
	16234	INV	3/14/2024	3/14/2024	\$14,160.00	ADD THREE 2023 PETERBILT		\$14,160.00			
	16267	INV	3/25/2024	3/25/2024	\$1,326.00	ENDT ADD 2024 FORD EXPLO		\$1,326.00			

<b>Voucher(s):</b> 2		<b>Aged Totals:</b>	<u>Due</u>	\$15,486.00	\$15,486.00	\$0.00	\$0.00	\$0.00
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**Vendor ID:** 9574      **Name:** BURNS & McDONNELL ENGINEERING Co.      **Class ID:**      **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	165820-1	INV	3/13/2024	3/13/2024	\$182,055.75	202216 BALER BUILDING EXP/		\$182,055.75			

<b>Voucher(s):</b> 1		<b>Aged Totals:</b>	<u>Due</u>	\$182,055.75	\$182,055.75	\$0.00	\$0.00	\$0.00
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**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
	09PS0355356	INV	3/9/2024	3/9/2024	\$180.20	10 FLUIDBTL FLUID SAMPLES		\$180.20			

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 City of Dickinson

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							Due					
<b>Voucher(s): 1</b>							<b>Aged Totals:</b>	\$180.20	\$180.20	\$0.00	\$0.00	\$0.00
<b>Vendor ID:</b> 610		<b>Name:</b> CARQUEST AUTO PARTS STORES				<b>Class ID:</b>		<b>FED TAX CLAS:</b>				
<b>Voucher/ Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>	
	2781-413374	INV	3/14/2024	3/14/2024	\$158.75	24 BRAKLEEN NON CHORLOF		\$158.75				
	2781-413810	INV	3/25/2024	3/25/2024	\$25.07	SERP BELT POLY RIB		\$25.07				
	2781-413834	INV	3/26/2024	3/26/2024	\$37.98	HEADLAMP HALOGEN		\$37.98				
							Due					
<b>Voucher(s): 3</b>							<b>Aged Totals:</b>	\$221.80	\$221.80	\$0.00	\$0.00	\$0.00
<b>Vendor ID:</b> 3431		<b>Name:</b> CENGAGE LEARNING				<b>Class ID:</b>		<b>FED TAX CLAS:</b>				
<b>Voucher/ Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>	
	84016449	INV	3/7/2024	3/7/2024	\$101.21	SLOPE		\$101.21				
	84022385	INV	3/8/2024	3/8/2024	\$49.48	SLOPE		\$49.48				
	84022953	INV	3/8/2024	3/8/2024	\$83.22	DIP		\$83.22				
	84053602	INV	3/15/2024	3/15/2024	\$113.21	DIP		\$113.21				
							Due					
<b>Voucher(s): 4</b>							<b>Aged Totals:</b>	\$347.12	\$347.12	\$0.00	\$0.00	\$0.00
<b>Vendor ID:</b> 2725		<b>Name:</b> CLEAN SWEEP VACUUM CENTER				<b>Class ID:</b>		<b>FED TAX CLAS:</b>				
<b>Voucher/ Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>	
	220000092459	INV	3/19/2024	3/19/2024	\$74.96	WORK DONE ON RICCAR		\$74.96				
							Due					
<b>Voucher(s): 1</b>							<b>Aged Totals:</b>	\$74.96	\$74.96	\$0.00	\$0.00	\$0.00
<b>Vendor ID:</b> 4683		<b>Name:</b> COLDSPRING				<b>Class ID:</b>		<b>FED TAX CLAS:</b>				
<b>Voucher/ Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>	
	2182810	INV	3/11/2024	3/11/2024	\$352.00	NS-1 ROSE NICHE FRONT		\$352.00				
							Due					
<b>Voucher(s): 1</b>							<b>Aged Totals:</b>	\$352.00	\$352.00	\$0.00	\$0.00	\$0.00
<b>Vendor ID:</b> 128		<b>Name:</b> CONSOLIDATED COMM CORP				<b>Class ID:</b>		<b>FED TAX CLAS:</b>				
<b>Voucher/ Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>	
	2716800 030124	INV	3/1/2024	3/1/2024	\$2,307.72	MONTHLY PHONE BILLING		\$2,307.72				
	423600	INV	3/1/2024	3/1/2024	\$3,196.24	MONTHLY PHONE BILLING		\$3,196.24				
							Due					
<b>Voucher(s): 2</b>							<b>Aged Totals:</b>	\$5,503.96	\$5,503.96	\$0.00	\$0.00	\$0.00

**AGED TRIAL BALANCE WITH OPTIONS - DETAIL**  
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Vendor ID: 142		Name: DACOTAH PAPER 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	
	56365	INV	3/11/2024	3/11/2024	\$126.37	1 CASE CLNR GERM ENVY AE		\$126.37				
	59598	INV	3/18/2024	3/18/2024	\$116.09	MISC CLEANING SUPPLIES		\$116.09				
							<b>Due</b>					
Voucher(s): 2		<b>Aged Totals:</b>						\$242.46	\$242.46	\$0.00	\$0.00	\$0.00
Vendor ID: 5999		Name: DAKOTA BUSINESS SOLUTIONS					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	
	1247	INV	2/20/2024	2/20/2024	\$1,877.21	2/20/24 STATEMENTS. FOLD &		\$1,877.21				
	1255	INV	3/18/2024	3/18/2024	\$2,567.83	02-29-24 STATEMENTS, FOLD		\$2,567.83				
							<b>Due</b>					
Voucher(s): 2		<b>Aged Totals:</b>						\$4,445.04	\$2,567.83	\$1,877.21	\$0.00	\$0.00
Vendor ID: 9705		Name: DAKOTA OUTDOOR ADVERTISING					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	
	26862	INV	3/20/2024	3/20/2024	\$595.00	ADVERTISING-CITY OFFICES/I		\$595.00				
							<b>Due</b>					
Voucher(s): 1		<b>Aged Totals:</b>						\$595.00	\$595.00	\$0.00	\$0.00	\$0.00
Vendor ID: 5070		Name: DECKER, SCOTT J					Class ID:		FED TAX CLAS: EMPLOYEE/COMMISIONER			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	SD 031924	INV	3/19/2024	3/19/2024	\$156.00	EMPLOYEE EXP-SCOTT DECK		\$156.00				
							<b>Due</b>					
Voucher(s): 1		<b>Aged Totals:</b>						\$156.00	\$156.00	\$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	
	202308 5	INV	3/5/2024	3/5/2024	\$15,988.58	202308 SUNDANCE COVE LIGI		\$15,988.58				
							<b>Due</b>					
Voucher(s): 1		<b>Aged Totals:</b>						\$15,988.58	\$15,988.58	\$0.00	\$0.00	\$0.00
Vendor ID: 131		Name: DICKINSON CONVENTION BUREAU					Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	STATE TREA/OCC TA	INV	3/26/2024	3/26/2024	\$22,780.34	STATE TREAS/OCCU TAX		\$22,780.34				
							<b>Due</b>					
Voucher(s): 1		<b>Aged Totals:</b>						\$22,780.34	\$22,780.34	\$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	3/22/2024	3/22/2024	\$430.00	MAR 20TH WITHHOLDINGS		\$430.00				

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<b>Voucher(s):</b> 1	<b>Aged Totals:</b>	<b>Due</b>				
		\$430.00	\$430.00	\$0.00	\$0.00	\$0.00

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

<b>Voucher/ Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
	STATE TRE/STATE A	INV	3/26/2024	3/26/2024	\$25,094.46	STATE TREASURER/STATE AI		\$25,094.46			

<b>Voucher(s):</b> 1	<b>Aged Totals:</b>	<b>Due</b>				
		\$25,094.46	\$25,094.46	\$0.00	\$0.00	\$0.00

**Vendor ID:** 182      **Name:** DICKINSON TIRE INC      **Class ID:**      **FED TAX CLAS:**

<b>Voucher/ Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
	1-181731	INV	3/13/2024	3/13/2024	\$227.20	INSTALL ALL FOUR TPMS SEN		\$227.20			
	1-181770	INV	3/14/2024	3/14/2024	\$34.00	REPAIR FLAT TIRE		\$34.00			
	1-GS181884	INV	3/21/2024	3/21/2024	\$771.00	NEW TIRES		\$771.00			

<b>Voucher(s):</b> 3	<b>Aged Totals:</b>	<b>Due</b>				
		\$1,032.20	\$1,032.20	\$0.00	\$0.00	\$0.00

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

<b>Voucher/ Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
	MARCH 24 TAX DISTF	INV	3/27/2024	3/27/2024	\$165,419.29	STARK CO TAX DIST-REC MAF		\$165,419.29			

<b>Voucher(s):</b> 1	<b>Aged Totals:</b>	<b>Due</b>				
		\$165,419.29	\$165,419.29	\$0.00	\$0.00	\$0.00

**Vendor ID:** 1982      **Name:** DIRECTMED      **Class ID:**      **FED TAX CLAS:**

<b>Voucher/ Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
	39471	INV	3/8/2024	3/8/2024	\$66.90	MEDICAL SUPPLIES		\$66.90			

<b>Voucher(s):</b> 1	<b>Aged Totals:</b>	<b>Due</b>				
		\$66.90	\$66.90	\$0.00	\$0.00	\$0.00

**Vendor ID:** 185      **Name:** DITCH WITCH      **Class ID:**      **FED TAX CLAS:**

<b>Voucher/ Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
	P13367	INV	3/1/2024	3/1/2024	\$1,913.60	CARBITE BIT		\$1,913.60			
	P13403	INV	3/13/2024	3/13/2024	\$141.95	EDGE		\$141.95			

<b>Voucher(s):</b> 2	<b>Aged Totals:</b>	<b>Due</b>				
		\$2,055.55	\$2,055.55	\$0.00	\$0.00	\$0.00

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

<b>Voucher/ Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
	BD 032624	INV	3/26/2024	3/26/2024	\$129.00	EMPLOYEE EXP-BLAINE DUKA		\$129.00			

<b>Voucher(s):</b> 1	<b>Aged Totals:</b>	<b>Due</b>				
		\$129.00	\$129.00	\$0.00	\$0.00	\$0.00



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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
	17797	INV	3/11/2024	3/11/2024	\$387.50	TOWED SQUAD CAR #12 TO E		\$387.50			
	17812	INV	3/13/2024	3/13/2024	\$250.00	WORK DONE ON 2018 PD CAF		\$250.00			
							Due				
Voucher(s): 2		<b>Aged Totals:</b>					\$637.50	\$637.50	\$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 031524	INV	3/15/2024	3/15/2024	\$49.58	EMPLOYEE EXP-ROBERT EBE		\$49.58			
	RE 032624	INV	3/26/2024	3/26/2024	\$49.58	EMPLOYEE EXP-R EBELHAR		\$49.58			
							Due				
Voucher(s): 2		<b>Aged Totals:</b>					\$99.16	\$99.16	\$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
	6036	INV	3/13/2024	3/13/2024	\$1,013.31	MONTHLY BILLINGS		\$1,013.31			
							Due				
Voucher(s): 1		<b>Aged Totals:</b>					\$1,013.31	\$1,013.31	\$0.00	\$0.00	\$0.00
Vendor ID: 2535		Name: ELECTRIC PUMP					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
	0077651	INV	2/23/2024	2/23/2024	\$3,268.87	REPAIR VFD			\$3,268.87		
							Due				
Voucher(s): 1		<b>Aged Totals:</b>					\$3,268.87	\$0.00	\$3,268.87	\$0.00	\$0.00
Vendor ID: 5451		Name: ETSYSTEMS, INC					Class ID:		FED TAX CLAS:		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	33402	INV	1/1/2024	1/1/2024	\$119.00	SENSOR WORK DONE				\$119.00	
							Due				
Voucher(s): 1		<b>Aged Totals:</b>					\$119.00	\$0.00	\$0.00	\$119.00	\$0.00
Vendor ID: 221		Name: FEDERAL EXPRESS					Class ID:		FED TAX CLAS:		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	8-430-23672	INV	3/6/2024	3/6/2024	\$18.17	SHIPPING OF PACKAGE		\$18.17			
	8-436-67202	INV	3/13/2024	3/13/2024	\$129.75	SHIPPING OF PACKAGES		\$129.75			
							Due				
Voucher(s): 2		<b>Aged Totals:</b>					\$147.92	\$147.92	\$0.00	\$0.00	\$0.00
Vendor ID: 2606		Name: FERGUSON ENTERPRISES 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

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9802726      INV      3/12/2024    3/12/2024      \$8.06    3 SURE GRIP      \$8.06

<b>Voucher(s):</b> 1		<b>Due</b>			
	<b>Aged Totals:</b>	\$8.06	\$8.06	\$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
	CM043997	CRM	3/5/2024		(\$13,586.00)	RETURN LF 3/4 T10 MTR P/C		(\$13,586.00)			
	0484337	INV	2/12/2024	2/12/2024	\$4,313.64	2 MACH 10, LF T10 MTR P/C			\$4,313.64		
	0484467	INV	2/15/2024	2/15/2024	\$9,510.78	LF 3/4 T10 MTR P/C			\$9,510.78		
	0485274	INV	3/4/2024	3/4/2024	\$6,367.05	LF 3/4 T10 BTR P/C USG W/O F		\$6,367.05			

<b>Voucher(s):</b> 4		<b>Due</b>			
	<b>Aged Totals:</b>	\$6,605.47	(\$7,218.95)	\$13,824.42	\$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
	10279	INV	3/6/2024	3/6/2024	\$1,015.00	MAR MO DATA PLAN W/ VERIZ		\$1,015.00			
	10280	INV	3/6/2024	3/6/2024	\$435.03	MAR MONTHLY DATA PLAN W		\$435.03			

<b>Voucher(s):</b> 2		<b>Due</b>			
	<b>Aged Totals:</b>	\$1,450.03	\$1,450.03	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	294604-1	INV	1/26/2024	1/26/2024	\$76.00	ND LEGALS				\$76.00	
	I2024.00008257	INV	1/31/2024	1/31/2024	\$196.08	JANUARY 2024 PZ			\$196.08		
	I2024.00011782	INV	2/29/2024	2/29/2024	\$27.36	RFP 2024 VARI MAINT PROJE(		\$27.36			
	5EED7C07-0002	INV	3/7/2024	3/7/2024	\$104.88	GENERAL PUBLIC NOTICE		\$104.88			

<b>Voucher(s):</b> 4		<b>Due</b>			
	<b>Aged Totals:</b>	\$404.32	\$132.24	\$196.08	\$76.00

**Vendor ID:** 6287      **Name:** FRIES JOEL/ 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
	16528	INV	3/8/2024	3/8/2024	\$2,503.53	03-06-24 DICKINSON-SHAKOP		\$2,503.53			

<b>Voucher(s):</b> 1		<b>Due</b>			
	<b>Aged Totals:</b>	\$2,503.53	\$2,503.53	\$0.00	\$0.00

**Vendor ID:** 668      **Name:** GALLS INC      **Class ID:**      **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	027222617	INV	2/28/2024	2/28/2024	\$216.80	CROSS FR MENS PANTS		\$216.80			

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						<b>Due</b>					
<b>Voucher(s):</b> 1						<b>Aged Totals:</b>	<b>\$216.80</b>	<b>\$216.80</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

<b>Vendor ID:</b> 241	<b>Name:</b> GENERAL STEEL & SUPPLY					<b>Class ID:</b>	<b>FED TAX CLAS:</b>				
<b>Voucher/</b>						<b>Writeoff</b>					
<b>Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	Description	<b>Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
	21959	INV	3/15/2024	3/15/2024	\$86.77	LOCK WASHER, NC PLUG TAF		\$86.77			
	22037	INV	3/18/2024	3/18/2024	\$88.27	ADAPTER, 1/2 DRIVE, HEX KE'		\$88.27			
	22063	INV	3/19/2024	3/19/2024	\$56.65	2 ADAPTORS		\$56.65			
						<b>Due</b>					
<b>Voucher(s):</b> 3						<b>Aged Totals:</b>	<b>\$231.69</b>	<b>\$231.69</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

<b>Vendor ID:</b> 6082	<b>Name:</b> GOOSENECK IMPLEMENT					<b>Class ID:</b>	<b>FED TAX CLAS:</b> S CORP				
<b>Voucher/</b>						<b>Writeoff</b>					
<b>Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	Description	<b>Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
	11035473	INV	3/18/2024	3/18/2024	\$130.40	ELBOW FITTING		\$130.40			
						<b>Due</b>					
<b>Voucher(s):</b> 1						<b>Aged Totals:</b>	<b>\$130.40</b>	<b>\$130.40</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

<b>Vendor ID:</b> 4004	<b>Name:</b> HIGHLANDS ENGINEERING & SURVEYING PLLC					<b>Class ID:</b>	<b>FED TAX CLAS:</b>				
<b>Voucher/</b>						<b>Writeoff</b>					
<b>Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	Description	<b>Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
	167975-26	INV	3/20/2024	3/20/2024	\$470.00	201601 NORTH INDUSTRIES U		\$470.00			
	231167-03	INV	3/20/2024	3/20/2024	\$940.00	PROFESSIONAL SERVICES		\$940.00			
	231175-04	INV	3/20/2024	3/20/2024	\$3,290.00	202321 SOUTH DICKINSON PL		\$3,290.00			
	231223-02	INV	3/20/2024	3/20/2024	\$2,632.00	202316 NORTH INDUSTRIES S		\$2,632.00			
						<b>Due</b>					
<b>Voucher(s):</b> 4						<b>Aged Totals:</b>	<b>\$7,332.00</b>	<b>\$7,332.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

<b>Vendor ID:</b> 9617	<b>Name:</b> I-DEAL TRAILERS, LLC					<b>Class ID:</b> 1099	<b>FED TAX CLAS:</b> LLC				
<b>Voucher/</b>						<b>Writeoff</b>					
<b>Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	Description	<b>Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
	10164	INV	3/18/2024	3/18/2024	\$5,995.00	2024 LOADTRAIL BUMPER TR,		\$5,995.00			
						<b>Due</b>					
<b>Voucher(s):</b> 1						<b>Aged Totals:</b>	<b>\$5,995.00</b>	<b>\$5,995.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

<b>Vendor ID:</b> 6184	<b>Name:</b> I-STATE TRUCK CENTER					<b>Class ID:</b>	<b>FED TAX CLAS:</b> S CORP				
<b>Voucher/</b>						<b>Writeoff</b>					
<b>Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	Description	<b>Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
	C266126896:01	INV	3/14/2024	3/14/2024	\$166.46	KIT PAD DISC REPAIR		\$166.46			
						<b>Due</b>					
<b>Voucher(s):</b> 1						<b>Aged Totals:</b>	<b>\$166.46</b>	<b>\$166.46</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

<b>Vendor ID:</b> 2449	<b>Name:</b> INFO USA MARKETING INC					<b>Class ID:</b>	<b>FED TAX CLAS:</b>				
<b>Voucher/</b>						<b>Writeoff</b>					
<b>Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	Description	<b>Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
	10004194318	INV	3/13/2024	3/13/2024	\$395.00	DIP		\$395.00			

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 City of Dickinson

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Voucher(s): 1		<b>Aged Totals:</b>	Due	\$395.00	\$395.00	\$0.00	\$0.00	\$0.00
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**Vendor ID:** 4381      **Name:** J & J OPERATING 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
	S205559	INV	3/21/2024	3/21/2024	\$7.75	OUTER CAP NUTS, INNER CAI		\$7.75			

Voucher(s): 1		<b>Aged Totals:</b>	Due	\$7.75	\$7.75	\$0.00	\$0.00	\$0.00
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**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
	2045477	INV	3/14/2024	3/14/2024	\$70.80	8 KANDIYOHI 5 GAL WATERS		\$70.80			
	2045791	INV	3/25/2024	3/25/2024	\$79.20	7 WATER JUGS		\$79.20			

Voucher(s): 2		<b>Aged Totals:</b>	Due	\$150.00	\$150.00	\$0.00	\$0.00	\$0.00
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**Vendor ID:** 9831      **Name:** JMV FLOORING 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
	925778	INV	3/14/2024	3/14/2024	\$6,800.00	CARPET TEAR OUT/INSTALL		\$6,800.00			

Voucher(s): 1		<b>Aged Totals:</b>	Due	\$6,800.00	\$6,800.00	\$0.00	\$0.00	\$0.00
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**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
	20839	INV	3/26/2024	3/26/2024	\$416.28	WORK DONE ON WINDSHIELD		\$416.28			

Voucher(s): 1		<b>Aged Totals:</b>	Due	\$416.28	\$416.28	\$0.00	\$0.00	\$0.00
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**Vendor ID:** 331      **Name:** KUNTZ RV & AUTO REPAIR      **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
	45398	INV	3/14/2024	3/14/2024	\$2,395.00	1 CAB HIGH TOPPER		\$2,395.00			

Voucher(s): 1		<b>Aged Totals:</b>	Due	\$2,395.00	\$2,395.00	\$0.00	\$0.00	\$0.00
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**Vendor ID:** 341      **Name:** LAWSON PRODUCTS 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
	9311377458	INV	3/14/2024	3/14/2024	\$187.54	THICK SHRICK TUBE		\$187.54			

Voucher(s): 1		<b>Aged Totals:</b>	Due	\$187.54	\$187.54	\$0.00	\$0.00	\$0.00
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**Vendor ID:** 9510      **Name:** LINDE GAS & EQUIPMENT INC      **Class ID:**      **FED TAX CLAS:** C CORP

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

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41580648	INV	3/6/2024	3/6/2024	\$35.56	OXYGEN USP AD	\$35.56
41754404	INV	3/20/2024	3/20/2024	\$158.77	ACETYLENE, REG SR 250 ACE	\$158.77

				<b>Due</b>					
<b>Voucher(s):</b> 2	<b>Aged Totals:</b>				<b>\$194.33</b>	<b>\$194.33</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

<b>Vendor ID:</b> 1218	<b>Name:</b> LOGO MAGIC INC				<b>Class ID:</b>		<b>FED TAX CLAS:</b>		
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<b>Voucher/ Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	Description	<b>Writeoff Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
140816	INV	3/7/2024	3/7/2024	\$16.00	LOGO/NAME BRITTANI MOREI	\$16.00					
140825	INV	3/7/2024	3/7/2024	\$75.00	CLOTHING ORDERED-T EDW/	\$75.00					
140827	INV	3/7/2024	3/7/2024	\$300.00	CLOTHING ORDERED-H WILLI	\$300.00					
140960	INV	3/14/2024	3/14/2024	\$60.00	CLOTHING ORDERED-LAYNE	\$60.00					
140972	INV	3/14/2024	3/14/2024	\$164.00	CLOTHING ORDERED-A DUTT	\$164.00					
140997	INV	3/14/2024	3/14/2024	\$279.00	CLOTHING ORDERED-M MATT	\$279.00					
141081	INV	3/19/2024	3/19/2024	\$60.00	CLOTHING ORDERED-L GREE	\$60.00					
141143	INV	3/21/2024	3/21/2024	\$75.00	CLOTHING ORDERED-J GRAN	\$75.00					
141145	INV	3/21/2024	3/21/2024	\$80.00	CLOTHING ORDERED-B PAZO	\$80.00					

				<b>Due</b>					
<b>Voucher(s):</b> 9	<b>Aged Totals:</b>				<b>\$1,109.00</b>	<b>\$1,109.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

<b>Vendor ID:</b> 6192	<b>Name:</b> MAC'S HARDWARE				<b>Class ID:</b>		<b>FED TAX CLAS:</b> C CORP		
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<b>Voucher/ Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	Description	<b>Writeoff Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
C30857/D	INV	3/18/2024	3/18/2024	\$12.99	CONTACT CEMENT 3 OZ	\$12.99					

				<b>Due</b>					
<b>Voucher(s):</b> 1	<b>Aged Totals:</b>				<b>\$12.99</b>	<b>\$12.99</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

<b>Vendor ID:</b> 352	<b>Name:</b> MACKOFF KELLOGG LAW FIRM				<b>Class ID:</b> 1099		<b>FED TAX CLAS:</b> ATTORNEY		
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<b>Voucher/ Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	Description	<b>Writeoff Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
55000-000C 030424	INV	3/4/2024	3/4/2024	\$15,000.00	MONTHLY PROSECUTION	\$15,000.00					
56000-000C 030424	INV	3/4/2024	3/4/2024	\$13,500.00	MONTHLY CITY ATTORNEY C	\$13,500.00					

				<b>Due</b>					
<b>Voucher(s):</b> 2	<b>Aged Totals:</b>				<b>\$28,500.00</b>	<b>\$28,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

<b>Vendor ID:</b> 5715	<b>Name:</b> MARTIN'S WELDING & REFRIGERATION INC				<b>Class ID:</b>		<b>FED TAX CLAS:</b> S CORP		
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<b>Voucher/ Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	Description	<b>Writeoff Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
47117	INV	2/23/2024	2/23/2024	\$3,846.00	SERVICE WORK ON LIB H/P	\$3,846.00					
47120	INV	2/26/2024	2/26/2024	\$2,125.44	WORK DONE ON BOILER	\$2,125.44					
47121	INV	2/26/2024	2/26/2024	\$688.50	51 RECOVERED UNITS	\$688.50					

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47161	INV	3/5/2024	3/5/2024	\$963.33	SERVICE WORK ON HEATER	\$963.33
47162	INV	3/5/2024	3/5/2024	\$325.00	SERVICE WORK ON BOILER	\$325.00
47170	INV	3/7/2024	3/7/2024	\$220.00	SERVICE WORK ON HEAT PUI	\$220.00
47191	INV	3/12/2024	3/12/2024	\$1,066.50	RECOVERED 79 UNITS	\$1,066.50
47192	INV	3/12/2024	3/12/2024	\$7,954.58	REBUILT UMP SYSTEM	\$7,954.58

<b>Voucher(s):</b> 8	<b>Aged Totals:</b>	<b>Due</b>				
		\$17,189.35	\$13,343.35	\$3,846.00	\$0.00	\$0.00

<b>Vendor ID:</b> 5832	<b>Name:</b> MATTHEW BENDER & CO INC.				<b>Class ID:</b>		<b>FED TAX CLAS:</b> C CORP				
<b>Voucher/</b>						<b>Writeoff</b>					
<b>Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	Description	<b>Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
	40743780	INV	3/6/2024	3/6/2024	\$74.73	ND COURT RULES		\$74.73			
<b>Voucher(s):</b> 1	<b>Aged Totals:</b>	<b>Due</b>									
		\$74.73	\$74.73	\$0.00	\$0.00	\$0.00					

<b>Vendor ID:</b> 4828	<b>Name:</b> MENARDS				<b>Class ID:</b>		<b>FED TAX CLAS:</b>				
<b>Voucher/</b>						<b>Writeoff</b>					
<b>Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	Description	<b>Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
	44152	CRM	3/11/2024		(\$24.90)	RETURN NAIL ON CNR GRD		(\$24.90)			
	43957	INV	3/7/2024	3/7/2024	\$108.31	EXT SCREWS, GRK 70 PK		\$108.31			
	43994	INV	3/7/2024	3/7/2024	\$12.42	POPLAR DOWELS		\$12.42			
	44131	INV	3/11/2024	3/11/2024	\$159.98	ELLIS 1H KITCH PULLDOWNS,		\$159.98			
	44134	INV	3/11/2024	3/11/2024	\$27.39	VINYL BUMPERS, NAIL ON CN		\$27.39			
	44150	INV	3/11/2024	3/11/2024	\$23.46	GEL-PRO FLOORING, FLEXI B,		\$23.46			
	44232	INV	3/13/2024	3/13/2024	\$29.98	PURDY		\$29.98			
	44244	INV	3/13/2024	3/13/2024	\$19.92	LP TANK EXCHANGE		\$19.92			
	44294	INV	3/14/2024	3/14/2024	\$78.00	24 GLACIERMIST SPRING WA		\$78.00			
	44310	INV	3/14/2024	3/14/2024	\$33.96	BATTERY CHARGER, 4X2 STR		\$33.96			
	44529	INV	3/19/2024	3/19/2024	\$23.25	DOOR STOPS, DRILL BIT		\$23.25			
	44559	INV	3/20/2024	3/20/2024	\$24.48	CS PAINT STRIPPING GEL		\$24.48			
	44613	INV	3/21/2024	3/21/2024	\$7.99	DRIVE BIT		\$7.99			
	44795	INV	3/25/2024	3/25/2024	\$214.78	GLASS CLEANER, 10A BATTEI		\$214.78			
<b>Voucher(s):</b> 14	<b>Aged Totals:</b>	<b>Due</b>									
		\$739.02	\$739.02	\$0.00	\$0.00	\$0.00					

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<b>Vendor ID:</b> 370		<b>Name:</b> MIDWEST DOORS INC					<b>Class ID:</b>		<b>FED TAX CLAS:</b>		
<b>Voucher/</b>							<b>Writeoff</b>				
<b>Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	Description	<b>Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
	94878	INV	3/6/2024	3/6/2024	\$184.03	O/C/S WALL BUTTON		\$184.03			
	94931	INV	3/13/2024	3/13/2024	\$361.84	CABLE, LABOR		\$361.84			
	94936	INV	3/13/2024	3/13/2024	\$154.21	ROLL PIN. LABOR		\$154.21			
	94956	INV	3/15/2024	3/15/2024	\$370.07	L4 LOGIC BOARD		\$370.07			
	94983	INV	3/20/2024	3/20/2024	\$13.32	2X4 STEEL ROLLER, COMM TC		\$13.32			
							<b>Due</b>				
<b>Voucher(s):</b> 5	<b>Aged Totals:</b>						\$1,083.47	\$1,083.47	\$0.00	\$0.00	\$0.00

<b>Vendor ID:</b> 5645		<b>Name:</b> MIDWEST LABORATORIES, INC					<b>Class ID:</b>		<b>FED TAX CLAS:</b> C CORP		
<b>Voucher/</b>							<b>Writeoff</b>				
<b>Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	Description	<b>Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
	1174515	INV	3/4/2024	3/4/2024	\$483.00	CHEMICALS		\$483.00			
							<b>Due</b>				
<b>Voucher(s):</b> 1	<b>Aged Totals:</b>						\$483.00	\$483.00	\$0.00	\$0.00	\$0.00

<b>Vendor ID:</b> 1732		<b>Name:</b> MIDWEST TAPE					<b>Class ID:</b>		<b>FED TAX CLAS:</b>		
<b>Voucher/</b>							<b>Writeoff</b>				
<b>Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	Description	<b>Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
	505163418	INV	3/8/2024	3/8/2024	\$74.97	DIP AV		\$74.97			
	505163419	INV	3/8/2024	3/8/2024	\$96.96	DIP CH AV		\$96.96			
	505163441	INV	3/8/2024	3/8/2024	\$181.44	BC AV		\$181.44			
	505192471	INV	3/15/2024	3/15/2024	\$82.71	DIP CH AV		\$82.71			
	505192473	INV	3/15/2024	3/15/2024	\$113.21	DIP AV		\$113.21			
	505192474	INV	3/15/2024	3/15/2024	\$22.49	BC AV		\$22.49			
	505192475	INV	3/15/2024	3/15/2024	\$62.97	BC AV		\$62.97			
	505224772	INV	3/22/2024	3/22/2024	\$105.70	DIP CH AV		\$105.70			
	505224773	INV	3/22/2024	3/22/2024	\$95.96	DIP AV		\$95.96			
							<b>Due</b>				
<b>Voucher(s):</b> 9	<b>Aged Totals:</b>						\$836.41	\$836.41	\$0.00	\$0.00	\$0.00

<b>Vendor ID:</b> 984		<b>Name:</b> MINNESOTA VALLEY TESTING LAB INC					<b>Class ID:</b>		<b>FED TAX CLAS:</b>		
<b>Voucher/</b>							<b>Writeoff</b>				
<b>Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	Description	<b>Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
	1241937	INV	3/4/2024	3/4/2024	\$106.30	CHEMICALS		\$106.30			
	1241941	INV	3/4/2024	3/4/2024	\$106.30	CHEMICALS		\$106.30			
	1241952	INV	3/4/2024	3/4/2024	\$49.00	CHEMICALS		\$49.00			

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1242414	INV	3/6/2024	3/6/2024	\$106.30	CHEMICALS	\$106.30
1242417	INV	3/6/2024	3/6/2024	\$254.80	CHEMICALS	\$254.80
1242425	INV	3/6/2024	3/6/2024	\$106.30	CHMEMICALS	\$106.30
1242550	INV	3/7/2024	3/7/2024	\$254.80	CHEMICALS	\$254.80

<b>Voucher(s):</b> 7	<b>Aged Totals:</b>	<b>Due</b>			
		<b>\$983.80</b>	<b>\$983.80</b>	<b>\$0.00</b>	<b>\$0.00</b>
			<b>\$0.00</b>		<b>\$0.00</b>

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	578 063 0720 3	INV	2/29/2024	2/29/2024	\$21.03	222 2ND ST W		\$21.03			
	236 829 4289 3	INV	3/4/2024	3/4/2024	\$91.05	1150 STATE AVE STREET LIGI		\$91.05			
	411 633 3532 0	INV	3/4/2024	3/4/2024	\$140.04	1340 1/2 W VILLARD ST		\$140.04			
	115 654 8615 3	INV	3/6/2024	3/6/2024	\$278.68	1685 1/2 W 19TH ST		\$278.68			
	192 439 3720 8	INV	3/6/2024	3/6/2024	\$72.62	1791 21ST ST E		\$72.62			
	824 718 6909 7	INV	3/6/2024	3/6/2024	\$104.24	676 12TH ST W		\$104.24			
	849 981 1089 8	INV	3/6/2024	3/6/2024	\$24.76	1851 15TH ST W		\$24.76			
	006 522 1000 6	INV	3/8/2024	3/8/2024	\$154.42	620 W BROADWAY WATER VE		\$154.42			
	080 727 4399 3	INV	3/8/2024	3/8/2024	\$83.06	481 1/2 RIVER DR		\$83.06			
	163 633 4305 0	INV	3/8/2024	3/8/2024	\$235.11	500 EAST BROADWAY (GEN)		\$235.11			
	365 814 2853 3	INV	3/8/2024	3/8/2024	\$671.17	11470 HIGHWAY 10		\$671.17			
	528 381 4575 4	INV	3/8/2024	3/8/2024	\$229.19	615 W BROADWAY (GEN)		\$229.19			
	582 795 8573 9	INV	3/8/2024	3/8/2024	\$48.20	103 SE 3RD ST (GEN)		\$48.20			
	63519672388	INV	3/8/2024	3/8/2024	\$50.04	W BROADWAY #7 (GEN)		\$50.04			
	87599896864	INV	3/8/2024	3/8/2024	\$183.68	625 W BROADWAY (GEN)		\$183.68			
	946 088 8119 2	INV	3/8/2024	3/8/2024	\$149.24	811 W BROADWAY BLG B WA		\$149.24			
	024 722 1000 0	INV	3/12/2024	3/12/2024	\$207.32	901 LIVESTOCK LN		\$207.32			
	253 968 2546 2	INV	3/12/2024	3/12/2024	\$5,534.91	485 10TH AVE SE		\$5,534.91			
	254 588 3855 1	INV	3/12/2024	3/12/2024	\$22,185.76	10816 38TH ST SW		\$22,185.76			
	585 822 1000 9	INV	3/12/2024	3/12/2024	\$318.67	1795 E VILLARD ST		\$318.67			
	634 715 6883 0 09/19	INV	3/12/2024	3/12/2024	\$93.70	366 1/2 SE 8TH ST		\$93.70			
	690 913 1000 8	INV	3/12/2024	3/12/2024	\$55.78	1591 SW 8TH ST		\$55.78			



### AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

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860 043 1000 8	INV	3/12/2024	3/12/2024	\$44.24	611 6TH AVE SE	\$44.24
913 822 1000 2	INV	3/12/2024	3/12/2024	\$197.36	6 LIFT STAT	\$197.36
960 043 1000 7	INV	3/12/2024	3/12/2024	\$41.32	SW 8TH ST	\$41.32
131 032 1000 4	INV	3/14/2024	3/14/2024	\$223.39	601E 4TH AV WATER TOWER	\$223.39
190 502 4626 3	INV	3/14/2024	3/14/2024	\$2,566.86	3411 PUBLIC WORKS BLVD	\$2,566.86
264 295 4416 1	INV	3/14/2024	3/14/2024	\$159.44	498 1/2 W VILLARD ST	\$159.44
292 514 6934 1	INV	3/14/2024	3/14/2024	\$167.67	38 W 1ST ST GEN	\$167.67
310 672 9512 6	INV	3/14/2024	3/14/2024	\$128.39	801 1/2 E VILLARD ST	\$128.39
325 323 1000 3	INV	3/14/2024	3/14/2024	\$3,616.23	3389 ENERGY CENTER DR	\$3,616.23
369 922 1000 9	INV	3/14/2024	3/14/2024	\$612.83	E 8TH AVE EAST	\$612.83
421 922 1000 5	INV	3/14/2024	3/14/2024	\$39.00	E VILLARD ST CROSSWALK LI	\$39.00
482 775 9172 2	INV	3/14/2024	3/14/2024	\$263.08	3405 PUBLIC WORKS BLVD	\$263.08
497 240 6791 0	INV	3/14/2024	3/14/2024	\$6.00	22 1/2 E 3RD ST	\$6.00
513 939 3150 9	INV	3/14/2024	3/14/2024	\$88.56	11 1/2 4TH AVE E	\$88.56
516 822 1000 3	INV	3/14/2024	3/14/2024	\$1,568.81	25 2ND AVE W	\$1,568.81
582 020 9108 6	INV	3/14/2024	3/14/2024	\$134.28	104 1/2 W VILLARD ST	\$134.28
677 822 1000 8	INV	3/14/2024	3/14/2024	\$69.50	SIMS ST DOWNTOWN PARK	\$69.50
681 038 0090 7	INV	3/14/2024	3/14/2024	\$121.68	3405 PUBLIC WORKS BLVD (G	\$121.68
728 198 3772 4	INV	3/14/2024	3/14/2024	\$147.98	950 1/2 W VILLARD ST	\$147.98
773 690 7663 1	INV	3/14/2024	3/14/2024	\$783.17	122 1ST AVE W	\$783.17
829 968 3952 6	INV	3/14/2024	3/14/2024	\$2,831.14	38 1ST ST W	\$2,831.14
947 822 1000 2	INV	3/14/2024	3/14/2024	\$52.77	SIMS ST TRAFFIC LIGHT	\$52.77
995 822 1000 3	INV	3/14/2024	3/14/2024	\$26.42	233 W VILLARD ST	\$26.42
355 032 1000 3	INV	3/15/2024	3/15/2024	\$980.50	450 10TH AVE E 3 UND WATEI	\$980.50
069 243 1000 3	INV	3/18/2024	3/18/2024	\$142.26	229 E MUSEUM DR POST PAR	\$142.26
120 132 1000 5	INV	3/18/2024	3/18/2024	\$34.50	E 10TH ST	\$34.50
179 575 1883 4	INV	3/18/2024	3/18/2024	\$950.62	188 E MUSEUM DR APT B	\$950.62
274 132 1000 9	INV	3/18/2024	3/18/2024	\$110.60	200 E MUSEUM DR PRARIE OL	\$110.60
284 132 1000 7	INV	3/18/2024	3/18/2024	\$171.82	W 12TH ST ST LITES 3RD AVE	\$171.82

**AGED TRIAL BALANCE WITH OPTIONS - DETAIL**

City of Dickinson

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298 563 1000 7	INV	3/18/2024	3/18/2024	\$173.25	611 10TH AVE E	\$173.25
474 132 1000 7	INV	3/18/2024	3/18/2024	\$343.71	198 E MUSEUM DR APT A	\$343.71
529 279 6569 0	INV	3/18/2024	3/18/2024	\$80.79	2115 E 10TH AVE	\$80.79
574 132 1000 6	INV	3/18/2024	3/18/2024	\$340.59	188 MUSEUM DR E	\$340.59
612 823 1000 4	INV	3/18/2024	3/18/2024	\$64.61	209 R MUSEUM DR	\$64.61
674 132 1000 5	INV	3/18/2024	3/18/2024	\$1,716.07	46 W MUSEUM DR	\$1,716.07
800 132 1000 2	INV	3/18/2024	3/18/2024	\$40.58	E 10TH ST FIRE SIREN CEMET	\$40.58
900 132 1000 1	INV	3/18/2024	3/18/2024	\$34.50	E 10TH ST CEMETARY	\$34.50
968 373 1000 0	INV	3/18/2024	3/18/2024	\$586.78	LIFT STATION 1071 SIMS ST	\$586.78
256 583 1000 5	INV	3/22/2024	3/22/2024	\$112.40	2601 STATES BL STREET LIGH	\$112.40
260 043 1000 4	INV	3/22/2024	3/22/2024	\$39.45	2006 FAIRWAY ST	\$39.45
597 333 1000 3	INV	3/22/2024	3/22/2024	\$174.04	2001 FAIRWAY ST REC CENTE	\$174.04
640 322 1000 3	INV	3/22/2024	3/22/2024	\$62.97	W VILLARD ST STOP LIGHTS :	\$62.97
755 153 1000 3	INV	3/22/2024	3/22/2024	\$191.06	2171 EMPIRE ROAD	\$191.06
755 573 1000 2	INV	3/22/2024	3/22/2024	\$181.54	2433 1/2 W 4TH ST	\$181.54
802 463 1000 9	INV	3/22/2024	3/22/2024	\$398.57	2693 FAIRWAY ST	\$398.57
855 153 1000 2	INV	3/22/2024	3/22/2024	\$133.88	451 W 23RD AVE	\$133.88
198 874 5490 8	INV	3/24/2024	3/24/2024	\$89.75	2884 FAIRWAY ST	\$89.75

<b>Voucher(s):</b> 69						<b>Due</b>				
					<b>Aged Totals:</b>	\$51,977.63	\$51,977.63	\$0.00	\$0.00	\$0.00

<b>Vendor ID:</b> 1844	<b>Name:</b> MOTION INDUSTRIES INC					<b>Class ID:</b>		<b>FED TAX CLAS:</b>				
<b>Voucher/</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>	
<b>Payment No.</b>	ND55-00627429	INV	3/18/2024	3/18/2024	\$156.40	MICROFLEX MIDKNIGHT XL		\$156.40				
					<b>Due</b>							
<b>Voucher(s):</b> 1						<b>Aged Totals:</b>		\$156.40	\$156.40	\$0.00	\$0.00	\$0.00

<b>Vendor ID:</b> 3102	<b>Name:</b> ND COWBOY HALL OF FAME					<b>Class ID:</b>		<b>FED TAX CLAS:</b>				
<b>Voucher/</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>	
<b>Payment No.</b>	EX TEAM RETREAT 2	INV	3/27/2024	3/27/2024	\$275.00	EXECUTIVE TEAM RETREAT		\$275.00				
					<b>Due</b>							
<b>Voucher(s):</b> 1						<b>Aged Totals:</b>		\$275.00	\$275.00	\$0.00	\$0.00	\$0.00

**AGED TRIAL BALANCE WITH OPTIONS - DETAIL**  
 City of Dickinson

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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	
	032124	INV	3/21/2024	3/21/2024	\$5,307.56	202103 STATE AVE FROM VILL		\$5,307.56				
							<b>Due</b>					
<b>Voucher(s): 1</b>							<b>Aged Totals:</b>	\$5,307.56	\$5,307.56	\$0.00	\$0.00	\$0.00
Vendor ID: 680		Name: ND FIREFIGHTERS ASSOCIATION					Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	2024031304	INV	3/13/2024	3/13/2024	\$355.68	MISC TEXT BOOKS FOR FIRE		\$355.68				
	2024031316	INV	3/13/2024	3/13/2024	\$20.00	CERTIFICATION RETEST		\$20.00				
							<b>Due</b>					
<b>Voucher(s): 2</b>							<b>Aged Totals:</b>	\$375.68	\$375.68	\$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	
	4024123	INV	2/29/2024	2/29/2024	\$62.65	REG & VOICE CALL OUT TICKI		\$62.65				
							<b>Due</b>					
<b>Voucher(s): 1</b>							<b>Aged Totals:</b>	\$62.65	\$62.65	\$0.00	\$0.00	\$0.00
Vendor ID: 5011		Name: ND POST BOARD					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	
	13535	INV	3/18/2024	3/18/2024	\$150.00	PSYCH EVAL		\$150.00				
							<b>Due</b>					
<b>Voucher(s): 1</b>							<b>Aged Totals:</b>	\$150.00	\$150.00	\$0.00	\$0.00	\$0.00
Vendor ID: 405		Name: NEWBY'S ACE HARDWARE					Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	K89666/1	INV	3/12/2024	3/12/2024	\$8.09	LEVER FLUSH MANSFIELD #4		\$8.09				
	389775/1	INV	3/18/2024	3/18/2024	\$16.52	MODPODGE 16OZ, KEY KWIK		\$16.52				
	389811/1	INV	3/19/2024	3/19/2024	\$67.93	DOWELS, KEY KWIKSET		\$67.93				
	389822/1	INV	3/19/2024	3/19/2024	\$12.58	PVC GROUND CONN 3 WIRE 1		\$12.58				
	389870/1	INV	3/21/2024	3/21/2024	\$72.17	DRILL/DRIVER KIT, DRILL BIT		\$72.17				
	389900/1	INV	3/22/2024	3/22/2024	\$17.98	2 SPRAYPAINT FLATBLACK 12		\$17.98				
							<b>Due</b>					
<b>Voucher(s): 6</b>							<b>Aged Totals:</b>	\$195.27	\$195.27	\$0.00	\$0.00	\$0.00
Vendor ID: 5623		Name: NORMONT EQUIPMENT CO.					Class ID:		FED TAX CLAS: C CORP			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	31157	INV	1/30/2024	1/30/2024	\$578.81	WIRE ROPE			\$578.81			

### AGED TRIAL BALANCE WITH OPTIONS - DETAIL

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31214      INV      2/12/2024    2/12/2024      \$303.99    DOWN HAUL WEIGHT ASSEM      \$303.99

Voucher(s): 2		<b>Due</b>			
	<b>Aged Totals:</b>	\$882.80	\$0.00	\$882.80	\$0.00

**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
	202203 2	INV	2/29/2024	2/29/2024	\$40,200.00	202203 LEGACY SQUARE PAR		\$40,200.00			

Voucher(s): 1		<b>Due</b>			
	<b>Aged Totals:</b>	\$40,200.00	\$40,200.00	\$0.00	\$0.00

**Vendor ID:** 9832      **Name:** NORTHERN SOUL PUBLISHING      **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
	10001	INV	3/13/2024	3/13/2024	\$40.00	BOOK READING AUTHOR ON		\$40.00			

Voucher(s): 1		<b>Due</b>			
	<b>Aged Totals:</b>	\$40.00	\$40.00	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	15159700	INV	3/25/2024	3/25/2024	\$62.12	FLAT TIRE REPAIR UNIT #FM8		\$62.12			

Voucher(s): 1		<b>Due</b>			
	<b>Aged Totals:</b>	\$62.12	\$62.12	\$0.00	\$0.00

**Vendor ID:** 5533      **Name:** NUHN INDUSTRIES LTD      **Class ID:**      **FED TAX CLAS:** FOREIGN VENDOR

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	50583	INV	3/6/2024	3/6/2024	\$1,034.10	INJECTOR, SWEEP NO TUBE		\$1,034.10			

Voucher(s): 1		<b>Due</b>			
	<b>Aged Totals:</b>	\$1,034.10	\$1,034.10	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1865-293970	INV	3/18/2024	3/18/2024	\$16.98	DISCONNECT, AUDIO TERMNI		\$16.98			

Voucher(s): 1		<b>Due</b>			
	<b>Aged Totals:</b>	\$16.98	\$16.98	\$0.00	\$0.00

**Vendor ID:** 9778      **Name:** PELICAN CHEMICALS. 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
	769380	INV	3/14/2024	3/14/2024	\$14,759.24	4,499.0991 HEADWATERES BF		\$14,759.24			

Voucher(s): 1		<b>Due</b>			
	<b>Aged Totals:</b>	\$14,759.24	\$14,759.24	\$0.00	\$0.00

**Vendor ID:** 90      **Name:** POST BOARD      **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
	J CLAXON 032724	INV	3/27/2024	3/27/2024	\$45.00	LICENSE RENEWAL FEE		\$45.00			

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 City of Dickinson

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<b>Voucher(s):</b> 1		<b>Due</b>			
	<b>Aged Totals:</b>	\$45.00	\$45.00	\$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
	001283	INV	3/4/2024	3/4/2024	\$329.16	NARROW SECTION MOLDE		\$329.16			
	001781	INV	3/7/2024	3/7/2024	\$97.85	BATTERY/CORE RETURN		\$97.85			
	003995	INV	3/22/2024	3/22/2024	\$37.96	GP SCREWS, GRIL NUTS		\$37.96			
	004070	INV	3/22/2024	3/22/2024	\$11.71	SPIN ON FLUID FILTER		\$11.71			

<b>Voucher(s):</b> 4		<b>Due</b>			
	<b>Aged Totals:</b>	\$476.68	\$476.68	\$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
	00402992	INV	3/8/2024	3/8/2024	\$28.86	SWIVEL STEM, HOSE REPAIR		\$28.86			
	00403144	INV	3/13/2024	3/13/2024	\$404.24	WASH BAY WASHERS		\$404.24			
	00403241	INV	3/18/2024	3/18/2024	\$155.27	OIL, GENERAL PUMP		\$155.27			
	00403432	INV	3/26/2024	3/26/2024	\$655.05	HYDRANT ADAPTER, GATE V/		\$655.05			

<b>Voucher(s):</b> 4		<b>Due</b>			
	<b>Aged Totals:</b>	\$1,243.42	\$1,243.42	\$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
	8050 0972 022124	INV	2/21/2024	2/21/2024	\$98.11	POSTAGE			\$98.11		

<b>Voucher(s):</b> 1		<b>Due</b>			
	<b>Aged Totals:</b>	\$98.11	\$0.00	\$98.11	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	PC-18471	INV	3/1/2024	3/1/2024	\$155.00	25 CERTIFICATES (FIRE DEPT		\$155.00			
	PC-18504	INV	3/1/2024	3/1/2024	\$25.00	5 CERTIFCATES (FIRE DEPT)		\$25.00			
	PC-18675	INV	3/18/2024	3/18/2024	\$607.50	ADULT/CHILD LIBRARY CARD:		\$607.50			

<b>Voucher(s):</b> 3		<b>Due</b>			
	<b>Aged Totals:</b>	\$787.50	\$787.50	\$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
	032524	INV	3/25/2024	3/25/2024	\$200.00	ALTER JUDGE HOURS		\$200.00			

**AGED TRIAL BALANCE WITH OPTIONS - DETAIL**  
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<b>Voucher(s): 1</b>						<b>Aged Totals:</b>		<b>Due</b>				
								\$200.00	\$200.00	\$0.00	\$0.00	\$0.00

**Vendor ID:** 477      **Name:** RAYS AUTO ELECTRIC INC      **Class ID:**      **FED TAX CLAS:**

<b>Voucher/ Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
	573856	INV	3/15/2024	3/15/2024	\$363.72	BATTERY		\$363.72			

<b>Voucher(s): 1</b>						<b>Aged Totals:</b>		<b>Due</b>				
								\$363.72	\$363.72	\$0.00	\$0.00	\$0.00

**Vendor ID:** 5915      **Name:** RED ROCK FORD OF DICKINSON      **Class ID:**      **FED TAX CLAS:** S CORP

<b>Voucher/ Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
	5072795	INV	3/20/2024	3/20/2024	\$55.07	VALVE ASY		\$55.07			

<b>Voucher(s): 1</b>						<b>Aged Totals:</b>		<b>Due</b>				
								\$55.07	\$55.07	\$0.00	\$0.00	\$0.00

**Vendor ID:** 9830      **Name:** RICHTER HAILEY      **Class ID:**      **FED TAX CLAS:** EMPLOYEE REIMBURSE

<b>Voucher/ Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
	HR 031924	INV	3/19/2024	3/19/2024	\$50.00	COURSE RETAKE-LOCATOR 1		\$50.00			

<b>Voucher(s): 1</b>						<b>Aged Totals:</b>		<b>Due</b>				
								\$50.00	\$50.00	\$0.00	\$0.00	\$0.00

**Vendor ID:** 6436      **Name:** RUGGED DEPOT      **Class ID:** 1099      **FED TAX CLAS:** LLC-P

<b>Voucher/ Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
	78563	INV	3/22/2024	3/22/2024	\$27,630.00	PUBLIC SECOTR SPECIFIC WI		\$27,630.00			

<b>Voucher(s): 1</b>						<b>Aged Totals:</b>		<b>Due</b>				
								\$27,630.00	\$27,630.00	\$0.00	\$0.00	\$0.00

**Vendor ID:** 42      **Name:** RUNNINGS SUPPLY INC      **Class ID:**      **FED TAX CLAS:**

<b>Voucher/ Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
	7893033	INV	3/13/2024	3/13/2024	\$175.22	MOTOMIX GAL, BAR OIL		\$175.22			
	7893466	INV	3/14/2024	3/14/2024	\$68.87	HITCH PIN, CLEANING SUPPLI		\$68.87			
	7897112	INV	3/17/2024	3/17/2024	\$149.99	PUFFER BLACK JACKET		\$149.99			
	7897704	INV	3/18/2024	3/18/2024	\$74.99	SET OF 3 BLADES		\$74.99			
	7898354	INV	3/19/2024	3/19/2024	\$34.14	PRESSURE PUMP		\$34.14			
	7899948	INV	3/21/2024	3/21/2024	\$54.80	CARB & CHOKE CLEANER, M/		\$54.80			
	7900131	INV	3/21/2024	3/21/2024	\$94.95	CABLE TIE XTREME, GLOVES		\$94.95			
	7902006	INV	3/24/2024	3/24/2024	\$10,493.00	700 BOXES CCI BLAZERBRAS		\$10,493.00			

<b>Voucher(s): 8</b>						<b>Aged Totals:</b>		<b>Due</b>				
								\$11,145.96	\$11,145.96	\$0.00	\$0.00	\$0.00

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Vendor ID: 4512		Name: SANFORD HEALTH OCCUPATIONAL MEDICINE D					Class ID: 1099		FED TAX CLAS: MEDICAL			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	765575	INV	2/29/2024	2/29/2024	\$277.50	ECARDS		\$277.50				
							<b>Due</b>					
<b>Voucher(s): 1</b>							<b>Aged Totals:</b>	\$277.50	\$277.50	\$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	
	208133823753	INV	3/13/2024	3/13/2024	\$15.16	POST ITS, DRY ERASE		\$15.16				
							<b>Due</b>					
<b>Voucher(s): 1</b>							<b>Aged Totals:</b>	\$15.16	\$15.16	\$0.00	\$0.00	\$0.00
Vendor ID: 2441		Name: SCHWINDT, LEONARD					Class ID:		FED TAX CLAS: EMPLOYEE			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	LS 032624	INV	3/26/2024	3/26/2024	\$129.00	EMPLOY EXP-LEONARD SCH'		\$129.00				
							<b>Due</b>					
<b>Voucher(s): 1</b>							<b>Aged Totals:</b>	\$129.00	\$129.00	\$0.00	\$0.00	\$0.00
Vendor ID: 6123		Name: SNYDER INDUSTRIES 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	
	456716 022324	INV	2/23/2024	2/23/2024	\$2,900.00	50 OF EA LIDS, SM & LG, KIT F			\$2,900.00			
							<b>Due</b>					
<b>Voucher(s): 1</b>							<b>Aged Totals:</b>	\$2,900.00	\$0.00	\$2,900.00	\$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	
	69000256	INV	2/22/2024	2/22/2024	\$1,218.44	330.2 GAL WINTERMASTER			\$1,218.44			
	493265	INV	3/7/2024	3/7/2024	\$1,800.16	573.3 GAL RUBY FIELDMASTE		\$1,800.16				
	SX9 IJ0747	INV	3/7/2024	3/7/2024	\$32,200.00	WINTERMASTER, UNLEADE, I		\$32,200.00				
	SX9 IJ0810	INV	3/18/2024	3/18/2024	\$652.85	55 GAL INDOL ISO VG 46		\$652.85				
	69000279	INV	3/19/2024	3/19/2024	\$2,205.88	597.8 GAL WINTERMASTER D'		\$2,205.88				
							<b>Due</b>					
<b>Voucher(s): 5</b>							<b>Aged Totals:</b>	\$38,077.33	\$36,858.89	\$1,218.44	\$0.00	\$0.00
Vendor ID: 1041		Name: SOUTHWEST WATER AUTHORITY					Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	04578.00 022924	INV	2/29/2024	2/29/2024	\$69.55	MONTHLY CONSUMPTION		\$69.55				
	04923.00 022924	INV	2/29/2024	2/29/2024	\$101.26	MONTHLY CONSUMPTION		\$101.26				
	13758	INV	2/29/2024	2/29/2024	\$541.14	ELECTRICAL COSTS-JANUAR'		\$541.14				

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<b>Voucher(s):</b> 3	<b>Aged Totals:</b>	<b>Due</b>							
		\$711.95	\$711.95	\$0.00	\$0.00	\$0.00			

<b>Vendor ID:</b> 5631	<b>Name:</b> SPEE DEE DELIVERY SERVICE, INC	<b>Class ID:</b>	<b>FED TAX CLAS:</b> S CORP								
<b>Voucher/ Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
	981099	INV	3/2/2024	3/2/2024	\$47.20	STANDARD SHIPPING		\$47.20			
	989467	INV	3/9/2024	3/9/2024	\$47.10	STANDARD SHIPPING		\$47.10			
	991705	INV	3/16/2024	3/16/2024	\$50.63	STANDARD SHIPMENTS		\$50.63			
<b>Voucher(s):</b> 3	<b>Aged Totals:</b>	<b>Due</b>									
		\$144.93	\$144.93	\$0.00	\$0.00	\$0.00					

<b>Vendor ID:</b> 2232	<b>Name:</b> STARK COUNTY AUDITOR	<b>Class ID:</b>	<b>FED TAX CLAS:</b>								
<b>Voucher/ Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
	240021	APRIL-SEP 24 INV	3/7/2024	3/7/2024	\$320.00	6 MO EDISPATCH SERVICES		\$320.00			
<b>Voucher(s):</b> 1	<b>Aged Totals:</b>	<b>Due</b>									
		\$320.00	\$320.00	\$0.00	\$0.00	\$0.00					

<b>Vendor ID:</b> 1574	<b>Name:</b> STATE HISTORICAL SOCIETY OF ND	<b>Class ID:</b>	<b>FED TAX CLAS:</b>								
<b>Voucher/ Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
	12644	INV	3/14/2024	3/14/2024	\$81.00	MICROFILM DUPLICATION OR		\$81.00			
<b>Voucher(s):</b> 1	<b>Aged Totals:</b>	<b>Due</b>									
		\$81.00	\$81.00	\$0.00	\$0.00	\$0.00					

<b>Vendor ID:</b> 6088	<b>Name:</b> STONERIDGE SOFTWARE, LLC	<b>Class ID:</b>	<b>FED TAX CLAS:</b> LLC-S								
<b>Voucher/ Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
	000002249	CRM	12/31/2023		(\$799.00)	REFUND FOR GREENSHADES		(\$799.00)			
	000082976	INV	3/19/2024	3/19/2024	\$3,060.20	LICENSE & ENHANCEMENTS		\$3,060.20			
<b>Voucher(s):</b> 2	<b>Aged Totals:</b>	<b>Due</b>									
		\$2,261.20	\$2,261.20	\$0.00	\$0.00	\$0.00					

<b>Vendor ID:</b> 537	<b>Name:</b> SW DISTRICT HEALTH UNIT/ MEDICAL	<b>Class ID:</b> 1099	<b>FED TAX CLAS:</b> MEDICAL								
<b>Voucher/ Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
	NATL OPIOD SETT 3/	INV	3/26/2024	3/26/2024	\$1,352.80	NATIONAL OPIOD SETTLEMENT		\$1,352.80			
	ANNUAL KIDS 050924	INV	3/27/2024	3/27/2024	\$10.00	REGISTRATION 11TH ANNU K		\$10.00			
<b>Voucher(s):</b> 2	<b>Aged Totals:</b>	<b>Due</b>									
		\$1,362.80	\$1,362.80	\$0.00	\$0.00	\$0.00					

<b>Vendor ID:</b> 538	<b>Name:</b> SW DISTRICT HEALTH UNIT/ WATER SAMPLES	<b>Class ID:</b> 1099	<b>FED TAX CLAS:</b> MEDICAL								
<b>Voucher/ Payment No.</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff Amount</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
	005545	INV	2/26/2024	2/26/2024	\$375.00	LS#204-218		\$375.00			
	005661	INV	3/11/2024	3/11/2024	\$350.00	LS #271-284		\$350.00			
<b>Voucher(s):</b> 2	<b>Aged Totals:</b>	<b>Due</b>									
		\$1,362.80	\$1,362.80	\$0.00	\$0.00	\$0.00					



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Voucher(s): 2		<b>Due</b>			
	<b>Aged Totals:</b>	\$725.00	\$725.00	\$0.00	\$0.00

Vendor ID: 551	Name: SWANSTON EQUIPMENT	Class ID:	FED TAX CLAS:								
<b>Voucher/</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
Payment No.							Amount				
	E09697	INV	2/2/2024	2/2/2024	\$116,987.00	2023 GREEN CLIMBER, ROTAF			\$116,987.00		
	P99938	INV	3/11/2024	3/11/2024	\$315.20	HOSE, LOCK FITTINGS		\$315.20			

Voucher(s): 2		<b>Due</b>			
	<b>Aged Totals:</b>	\$117,302.20	\$315.20	\$116,987.00	\$0.00

Vendor ID: 9803	Name: TIMBERLAND REGIONAL LIBRARY	Class ID:	FED TAX CLAS: GOVERNMENT								
<b>Voucher/</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
Payment No.							Amount				
	219856788	INV	3/13/2024	3/13/2024	\$5.00	BOOK		\$5.00			

Voucher(s): 1		<b>Due</b>			
	<b>Aged Totals:</b>	\$5.00	\$5.00	\$0.00	\$0.00

Vendor ID: 3978	Name: TOTAL SAFETY US INC	Class ID:	FED TAX CLAS:								
<b>Voucher/</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
Payment No.							Amount				
	6987206-0001	INV	3/19/2024	3/19/2024	\$263.73	MUFFS, HARNESS, HARDHAT:		\$263.73			

Voucher(s): 1		<b>Due</b>			
	<b>Aged Totals:</b>	\$263.73	\$263.73	\$0.00	\$0.00

Vendor ID: 4796	Name: TRI-ENERGY COOPERATIVE	Class ID:	FED TAX CLAS:								
<b>Voucher/</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
Payment No.							Amount				
	4365	INV	3/13/2024	3/13/2024	\$82.99	PROPANE GALLONS		\$82.99			
	4406	INV	3/13/2024	3/13/2024	\$11.41	PROPANE GALLONS		\$11.41			

Voucher(s): 2		<b>Due</b>			
	<b>Aged Totals:</b>	\$94.40	\$94.40	\$0.00	\$0.00

Vendor ID: 4268	Name: TWENTERPRISES INC	Class ID:	FED TAX CLAS:								
<b>Voucher/</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
Payment No.							Amount				
	70383	INV	3/14/2024	3/14/2024	\$160.00	LABOR-INDUSTRIAL GENER R		\$160.00			

Voucher(s): 1		<b>Due</b>			
	<b>Aged Totals:</b>	\$160.00	\$160.00	\$0.00	\$0.00

Vendor ID: 3532	Name: USABBLUEBOOK	Class ID:	FED TAX CLAS: C CORP								
<b>Voucher/</b>	<b>Doc Number</b>	<b>Type</b>	<b>Doc Date</b>	<b>Due Date</b>	<b>Doc Amount</b>	<b>Description</b>	<b>Writeoff</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
Payment No.							Amount				
	INV00303073	INV	3/12/2024	3/12/2024	\$857.55	SUBMERS CAGED LEVEL TRA		\$857.55			

Voucher(s): 1		<b>Due</b>			
	<b>Aged Totals:</b>	\$857.55	\$857.55	\$0.00	\$0.00

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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	
	2024-177	INV	3/8/2024	3/8/2024	\$260.00	PORTAJON RENTALS		\$260.00				
							Due					
Voucher(s): 1							<b>Aged Totals:</b>	\$260.00	\$260.00	\$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	
	BILLING-OCTOBER 20	INV	1/1/2024	1/1/2024	\$65,457.90	COMMERCIAL CONTRACT				\$65,457.90		
							Due					
Voucher(s): 1							<b>Aged Totals:</b>	\$65,457.90	\$0.00	\$0.00	\$65,457.90	\$0.00
Vendor ID: 6066		Name: VOGEL LAW FIRM, LTD					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	
	801666	INV	3/12/2024	3/12/2024	\$245.00	CITY OF DICKINSON -EMPLOY		\$245.00				
	801771	INV	3/14/2024	3/14/2024	\$1,750.00	CITY OF DICKINSON-EEOC TR		\$1,750.00				
							Due					
Voucher(s): 2							<b>Aged Totals:</b>	\$1,995.00	\$1,995.00	\$0.00	\$0.00	\$0.00
Vendor ID: 607		Name: WEST DAKOTA OIL INC					Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	343432	INV	3/14/2024	3/14/2024	\$198.90	102 DEF		\$198.90				
	36634	INV	3/21/2024	3/21/2024	\$138.00	12 BLUE DEF		\$138.00				
							Due					
Voucher(s): 2							<b>Aged Totals:</b>	\$336.90	\$336.90	\$0.00	\$0.00	\$0.00
Vendor ID: 6103		Name: WEST DAKOTA UTILITY SERVICES					Class ID:		FED TAX CLAS: LLC-C			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	22264	INV	2/5/2024	2/5/2024	\$806.52	ANNUAL INSPECTION			\$806.52			
							Due					
Voucher(s): 1							<b>Aged Totals:</b>	\$806.52	\$0.00	\$806.52	\$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	
	MAR 2024	INV	3/22/2024	3/22/2024	\$1,190.00	MAR 2024 P/R WITHHOLDING		\$1,190.00				
							Due					
Voucher(s): 1							<b>Aged Totals:</b>	\$1,190.00	\$1,190.00	\$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	
	50025808859	INV	3/12/2024	3/12/2024	\$116.99	3" SWIVEL APPLICATOR CRAF		\$116.99				

**AGED TRIAL BALANCE WITH OPTIONS - DETAIL**

City of Dickinson

Section 2. Item B.

Voucher(s): 1					<b>Due</b>					
						<b>Aged Totals:</b>	\$116.99	\$116.99	\$0.00	\$0.00

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

<u>Voucher/ Payment No.</u>	<u>Doc Number</u>	<u>Type</u>	<u>Doc Date</u>	<u>Due Date</u>	<u>Doc Amount</u>	<u>Description</u>	<u>Writeoff Amount</u>	<u>Current Period</u>	<u>31 - 60 Days</u>	<u>61 - 90 Days</u>	<u>91 and Over</u>
	51391 032324	INV	3/23/2024	3/23/2024	\$419.13	ASSESSMENTS DONE		\$419.13			

Voucher(s): 1					<b>Due</b>					
						<b>Aged Totals:</b>	\$419.13	\$419.13	\$0.00	\$0.00

						<b>Vendors</b>	<b>Due</b>	<b>Current Period</b>	<b>31 - 60 Days</b>	<b>61 - 90 Days</b>	<b>91 and Over</b>
<b>Vendor Totals:</b>						133	\$1,252,527.18	\$1,032,354.30	\$154,519.98	\$65,652.90	\$0.00



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

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

CITY OF DICKINSON  
 LINDA CARLSON  
 38 1ST ST W  
 DICKINSON ND 58601-510638

\*\*00000000

Account ID  
 Account Number  
 Payment Due Date APR 01, 2024  
 Amount Due \$20,339.76  
 Current Balance \$20,339.76

Amount Enclosed \$

To ensure your payment is posted promptly,  
 please submit all payments to:  
 PO BOX 846451  
 KANSAS CITY, MO 64184-6451

Section 2. Item B.

800000188386IIII 002033976002033976

Please detach and return with your payment

**ACCOUNT MESSAGES**

*Visa Purchasing*

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

CORPORATE ACCOUNT ACTIVITY				
CITY OF DICKINSON				TOTAL CORPORATE ACTIVITY
				\$30,343.50
Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-18	03-18		AUTO PAYMENT - THANK YOU!	\$30,343.50CR

FINANCE CHARGE SUMMARY				
	Average Daily Balance	Daily Periodic Rate	Corresponding Annual Percentage Rate	Periodic Finance Charge
PURCHASES	\$0.00	0.0000%	00.00%	\$0.00
CASH ADVANCES	\$0.00	0.0370%	13.40%	\$0.00

<b>For Customer Service Call:</b> 1-800-892-7104  <b>Outside the U.S., Call:</b> 1-402-691-7800	<b>Account ID</b>		<b>Account Summary</b>	
	<b>Account Number</b>		Previous Balance	\$30,343.50
			Purchases & Other Charges	\$20,447.03
<b>Statement Date</b>	<b>Payment Due Date</b>	Cash Advances	\$0.00	
MAR 25, 2024	APR 01, 2024	Cash Advance Fees	\$0.00	
<b>Credit Limit</b>	<b>Available Credit</b>	Late Charges	\$0.00	
\$120,000.00	\$99,660.24	Finance Charges	\$0.00	
<b>Amount Due</b>	<b>Disputed Amount</b>	Credits	\$107.27	
\$20,339.76	\$0.00	Payments	\$30,343.50	
		New Balance	\$20,339.76	

Statement Date	MAR 25, 2024	Account Number	
Credit Limit	\$120,000	Payment Due Date	APR 01, 2024
Cash Advance Balance	\$0.00	Amount Due	\$20,339.76
Available Credit	\$99,660.24	New Balance	\$20,339.76
<b>CITY OF DICKINSON</b>  Account ID  8000-0018-8386			

CARDHOLDER ACTIVITY					
		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
<b>LEONARD SCHWINDT</b>		\$889.94	\$0.00	\$0.00	\$889.94
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
03-18	03-15	24011344075000071604820	AIRTHINGS AMERICA INC. HTTPSAIRTHINGTX	299.98	
03-21	03-20	24943004081898120750352	COSTCO GAS #1119 WEST FARGO ND	62.00	
03-25	03-22	24941664082838000260421	HOLIDAY STATIONS 0458 BISMARCK ND	41.00	
03-25	03-22	24000974084321309698475	RADISSON BLU FARGO FARGO ND	250.48	
CHECK IN DATE:03-20-24 CONFIRMATION #:0000000100					
03-25	03-22	24000974084321309698483	RADISSON BLU FARGO FARGO ND	236.48	
CHECK IN DATE:03-20-24 CONFIRMATION #:0000000101					

CARDHOLDER ACTIVITY					
		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
<b>FIRE DEPARTMENT</b>		\$531.52	\$0.00	\$45.86	\$485.66
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
03-14	03-13	24692164073107605214222	AMZN Mktp US*R64WA2YMO Amzn.com/billWA	62.76	
03-18	03-15	74692164075108778917016	AMZN Mktp US Amzn.com/billWA	45.86CR	
03-18	03-16	24226384077360325962365	WAL-MART #1567 DICKINSON ND	67.28	
03-18	03-16	24055234077207788702700	RUNNINGS OF DICKINSON DICKINSON ND	241.48	
03-25	03-22	24692164082104609459050	INT'L CODE COUNCIL INC 888-422-7233 IL	160.00	

CARDHOLDER ACTIVITY					
		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
<b>FIRE DEPARTMENT 2</b>		\$35.99	\$0.00	\$0.00	\$35.99
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
03-18	03-15	24435654075200051800105	SIRA WEB 440-785-3456 OH	35.99	

Statement Date	MAR 25, 2024	Account Number	
Credit Limit	\$120,000	Payment Due Date	APR 01, 2024
Cash Advance Balance	\$0.00	Amount Due	\$20,339.76
Available Credit	\$99,660.24	New Balance	\$20,339.76
<b>CITY OF DICKINSON</b> Account ID 8000-0018-8386			

**CARDHOLDER ACTIVITY**

JADE PRAUS		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$97.70	\$0.00	\$0.00	\$97.70
Post Date	Tran Date	Reference Number	Transaction Description		Amount
03-13	03-12	24692164072106701560109	APPLE.COM/BILL 866-712-7753 CA		10.99
03-19	03-18	24226384079360336286257	WAL-MART #1567 DICKINSON ND		86.71

**CARDHOLDER ACTIVITY**

LINDA CARLSON		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$83.50	\$0.00	\$0.00	\$83.50
Post Date	Tran Date	Reference Number	Transaction Description		Amount
03-21	03-20	24717054081150813375793	TLF*SIMPLY FLOWERS AND GI701-2258301 ND		83.50

**CARDHOLDER ACTIVITY**

MICHAEL HANEL		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$1,164.86	\$0.00	\$0.00	\$1,164.86
Post Date	Tran Date	Reference Number	Transaction Description		Amount
03-18	03-15	24137464076100354086499	MENARDS DICKINSON ND DICKINSON ND		165.16
03-20	03-20	24000774080000002034109	PROBOARDS, INC. HTTPSPROBOARDCA		9.00
03-22	03-21	24692164081103690639183	AMZN Mktp US*R66IT4U71 Amzn.com/billWA		881.70
03-22	03-21	24692164081103808574934	BSC-CONTINUING EDUCATI 701-224-2451 ND		109.00

**CARDHOLDER ACTIVITY**

TRAVIS HOLDING EAGLE		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$5.88	\$0.00	\$0.00	\$5.88
Post Date	Tran Date	Reference Number	Transaction Description		Amount
03-14	03-13	24445004074400190002038	WM SUPERCENTER #1567 DICKINSON ND		5.88

Statement Date	MAR 25, 2024	Account Number	
Credit Limit	\$120,000	Payment Due Date	APR 01, 2024
Cash Advance Balance	\$0.00	Amount Due	\$20,339.76
Available Credit	\$99,660.24	New Balance	\$20,339.76
<b>CITY OF DICKINSON</b>			
Account ID			
8000-0018-8386			

CARDHOLDER ACTIVITY				
MUSEUM				
	PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
	\$2,829.79	\$0.00	\$0.00	\$2,829.79
Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-20	03-08	24755424079270792846143	AURORA WORLD 562-2051222 CA	1,244.32
03-25	03-19	24639234082900014200014	SILVER STREAK INDUSTRIES 480-5747528 AZ	496.43
03-20	03-20	24011344080000012494714	PUKA CREATIONS FAIRE HTTPSWWW.FAIRCA	679.90
03-25	03-22	24492164083000002449543	LISA ANGEL FAIRE HTTPSWWW.FAIRCA	409.14

CARDHOLDER ACTIVITY				
ROBERT FUHRMAN				
	PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
	\$272.97	\$0.00	\$3.01	\$269.96
Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-15	03-14	24011344075000009332601	COLUMN PUBLIC NOTICE HTTPSCOLUMN.UDC	3.01CR
03-22	03-21	24692164081104104084669	AMZN Mktp US*RH7QN28M2 Amzn.com/billWA	272.97

CARDHOLDER ACTIVITY				
ARON PRAUS				
	PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
	\$149.22	\$0.00	\$0.00	\$149.22
Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-20	03-19	24011344079000082884573	WWW.APWA.NET WWW.APWA.NET MO	149.22

CARDHOLDER ACTIVITY				
JUSTIN DASSINGER				
	PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
	\$58.74	\$0.00	\$0.00	\$58.74
Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-15	03-14	24137464074100251422997	TST* PLAYERS SPORTS BAR & DICKINSON ND	58.74

Statement Date	MAR 25, 2024	Account Number
Credit Limit	\$120,000	Payment Due Date
Cash Advance Balance	\$0.00	Amount Due
Available Credit	\$99,660.24	New Balance
<b>CITY OF DICKINSON</b>  Account ID  8000-0018-8386		

**CARDHOLDER ACTIVITY**

PURCHASING DEPARTMENT		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$3,490.97	\$0.00	\$0.00	\$3,490.97

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-12	03-11	24692164071105849193808	WALMART.COM 800-925-6278 AR	58.35
03-14	03-13	24692164073107400886042	AMZN Mktp US*RN1C84281 Amzn.com/billWA	1,059.96
03-15	03-14	24011344074000073021610	AMAZON RET* 114-396703 WWW.AMAZON.COWA	260.33
03-18	03-15	24692164075109037324916	AMZN Mktp US*RH3S333L0 Amzn.com/billWA	89.10
03-18	03-15	24692164075109101777221	AMZN Mktp US*RH4BE5JQ0 Amzn.com/billWA	347.75
03-18	03-15	24692164075109232294484	AMZN Mktp US*R69727S92 Amzn.com/billWA	27.96
03-18	03-15	24108384076400768000275	SHOPLET.COM clover.com FL	208.39
03-18	03-16	24692164076109463581772	AMZN Mktp US*R67PL92R2 Amzn.com/billWA	25.06
03-18	03-16	24692164076109466145906	AMZN Mktp US*R67HT44S1 Amzn.com/billWA	86.93
03-18	03-16	24692164076100123256558	AMZN Mktp US*RH2CP8PA0 Amzn.com/billWA	53.00
03-19	03-18	24011344078000068012364	AMAZON RET* 111-136657 WWW.AMAZON.COWA	402.41
03-19	03-18	24692164078101679266809	Amazon.com*RH2E75QX0 Amzn.com/billWA	56.94
03-19	03-19	24692164079101986493558	AMZN Mktp US*RH1AC1SC0 Amzn.com/billWA	175.86
03-20	03-19	24055234079083155307045	WALMART.COM 800-925-6278 AR	46.20
03-22	03-20	24690294081017017401803	LIGHTSPEED COMMERCE US 800-820-9814 NY	20.00
03-25	03-22	24108384083400765000345	SHOPLET.COM clover.com FL	188.88
03-25	03-23	24692164083105211698992	AMZN Mktp US*RH5YK1ZO1 Amzn.com/billWA	259.17
03-25	03-23	24431064083083701997091	AMAZON.COM*RA3EN1E00 SEATTLE WA	41.88
03-25	03-23	24692164083105598141749	AMZN Mktp US*RH1DY9UP2 Amzn.com/billWA	82.80

**CARDHOLDER ACTIVITY**

LORETTA MARSHIK		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$30.00	\$0.00	\$0.00	\$30.00

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-19	03-18	24692164078101820077410	NDRIN *ND RECRDS COPY 701-364-1280 ND	30.00

**CARDHOLDER ACTIVITY**

ROBERT EBELHAR		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$405.00	\$0.00	\$0.00	\$405.00

Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-25	03-22	24492164082000033956988	AMERICAN PAPER OPTICS ECLIPSEGLASSETN	405.00



Statement Date	MAR 25, 2024	Account Number	
Credit Limit	\$120,000	Payment Due Date	APR 01, 2024
Cash Advance Balance	\$0.00	Amount Due	\$20,339.76
Available Credit	\$99,660.24	New Balance	\$20,339.76
<b>CITY OF DICKINSON</b>  Account ID  8000-0018-8386			

CARDHOLDER ACTIVITY				
STREET DEPARTMENT				
	PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
	\$689.49	\$0.00	\$58.40	\$631.09
Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-15	03-13	24692164074108061940523	DELTA HOTELS BY MARRIO FARGO ND NUMBER OF NIGHTS:02	307.20
			CHECK IN DATE:03-11-24 CONFIRMATION #:845438	
03-15	03-13	24692164074108061961040	DELTA HOTELS BY MARRIO FARGO ND NUMBER OF NIGHTS:02	307.20
			CHECK IN DATE:03-11-24 CONFIRMATION #:845439	
03-15	03-13	24316054074548176346430	SHELL OIL10089583016 STEELE ND	75.09
03-18	03-13	74692164077100775519356	DELTA HOTELS BY MARRIO FARGO ND NUMBER OF NIGHTS:02	29.20CR
			CHECK IN DATE:03-11-24 CONFIRMATION #:845438	
03-21	03-13	74692164080103155340596	DELTA HOTELS BY MARRIO FARGO ND NUMBER OF NIGHTS:02	29.20CR
			CHECK IN DATE:03-11-24 CONFIRMATION #:845439	

CARDHOLDER ACTIVITY				
MATT HANSON				
	PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
	\$779.00	\$0.00	\$0.00	\$779.00
Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-25	03-22	24692164082104963506421	SQ *NATIONAL TACTICAL OFFgosq.com CO	779.00

CARDHOLDER ACTIVITY				
DAVID WILKIE				
	PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
	\$12.20	\$0.00	\$0.00	\$12.20
Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-21	03-20	24137464081001500048289	USPS PO 3724000905 DICKINSON ND	12.20

Statement Date	MAR 25, 2024	Account Number	
Credit Limit	\$120,000	Payment Due Date	APR 01, 2024
Cash Advance Balance	\$0.00	Amount Due	\$20,339.76
Available Credit	\$99,660.24	New Balance	\$20,339.76
<b>CITY OF DICKINSON</b> Account ID 8000-0018-8386			

CARDHOLDER ACTIVITY					
		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
<b>TRAVIS LEINTZ</b>		\$352.00	\$0.00	\$0.00	\$352.00
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
03-21	03-20	24492154081027704530315	TLO TRANSUNION 561-988-4200 FL	352.00	

CARDHOLDER ACTIVITY					
		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
<b>CINDY THRONBURG</b>		\$113.83	\$0.00	\$0.00	\$113.83
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
03-22	03-20	24325454081900017903824	DEMCO INC 800-9624463 WI	113.83	

CARDHOLDER ACTIVITY					
		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
<b>LEE SKABO</b>		\$2,360.00	\$0.00	\$0.00	\$2,360.00
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
03-12	03-11	24692164071106077836167	SQ *R&R DRAIN CLEANING DICKINSON ND	1,760.00	
03-22	03-21	24492164081000023954952	WWW.APWA.NET WWW.APWA.NET MO	150.00	
03-22	03-21	24492164081000024223241	WWW.APWA.NET WWW.APWA.NET MO	150.00	
03-22	03-21	24492164081000027488031	WWW.APWA.NET WWW.APWA.NET MO	150.00	
03-22	03-21	24492164081000035044966	WWW.APWA.NET WWW.APWA.NET MO	150.00	

CARDHOLDER ACTIVITY					
		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
<b>POLICE DEPARTMENT</b>		\$270.00	\$0.00	\$0.00	\$270.00
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
03-15	03-14	24692164074108429788200	IN *GUARDIAN ALLIANCE TEC415-6552240 CA	270.00	

Statement Date	MAR 25, 2024	Account Number	
Credit Limit	\$120,000	Payment Due Date	APR 01, 2024
Cash Advance Balance	\$0.00	Amount Due	\$20,339.76
Available Credit	\$99,660.24	New Balance	\$20,339.76
<b>CITY OF DICKINSON</b> Account ID 8000-0018-8386			

CARDHOLDER ACTIVITY					
		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
<b>RACHEL SHUMAKER</b>					
		\$71.59	\$0.00	\$0.00	\$71.59
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
03-25	03-22	24692164082104713214862	AMZN Mktp US*RH57V2FW1 Amzn.com/billWA	39.98	
03-25	03-22	24692164082104743857938	AMZN Mktp US*RH4Y67FX1 Amzn.com/billWA	14.66	
03-25	03-22	24692164082104767396185	AMZN Mktp US*RH0K49F61 Amzn.com/billWA	16.95	

CARDHOLDER ACTIVITY					
		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
<b>DENVER FOWLER</b>					
		\$69.36	\$0.00	\$0.00	\$69.36
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
03-21	03-20	24445004081400187485056	WM SUPERCENTER #1567 DICKINSON ND	69.36	

CARDHOLDER ACTIVITY					
		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
<b>JOSHUA SKLUZACEK</b>					
		\$131.00	\$0.00	\$0.00	\$131.00
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
03-13	03-12	24427334072730258474611	CASH WISE #3044 DICKINSON ND	100.05	
03-20	03-19	24000974079300503010874	THE UPS STORE 4954 209-7775558 ND	30.95	

CARDHOLDER ACTIVITY					
		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
<b>JOEL WALTERS</b>					
		\$232.16	\$0.00	\$0.00	\$232.16
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
03-20	03-18	24316054079548583414982	SHELL OIL10083964014 BISMARCK ND	23.11	
03-21	03-19	24316054080548122834283	SHELL OIL12502810018 MANDAN ND	42.84	
03-22	03-20	24733094081258000028012	M&H #22 DICKINSON ND	16.21	
03-22	03-21	24204294081000808514058	FACEBK Y5A32YTN22 650-5434800 CA	150.00	

Statement Date	MAR 25, 2024	Account Number
Credit Limit	\$120,000	Payment Due Date
Cash Advance Balance	\$0.00	Amount Due
Available Credit	\$99,660.24	New Balance
<b>CITY OF DICKINSON</b>  Account ID  8000-0018-8386		

CARDHOLDER ACTIVITY				
ADRIAN KREBS				
	PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
	\$61.50	\$0.00	\$0.00	\$61.50
Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-20	03-18	24801974079726947549427	DICKINSON MOTOR VEHICLE DICKINSON ND	40.50
03-20	03-19	24801974079726920549451	MUNICIPAY*SERVICE FEE 877-590-5097 ME	3.00
03-21	03-19	24801974080726562490128	DICKINSON MOTOR VEHICLE DICKINSON ND	15.00
03-21	03-20	24801974080726660490160	MUNICIPAY*SERVICE FEE 877-590-5097 ME	3.00

CARDHOLDER ACTIVITY				
CHRISTOPHER KIMMERLE				
	PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
	\$501.01	\$0.00	\$0.00	\$501.01
Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-15	03-14	24755424075160752324963	DOUBLETREE HOTELS 847-3647600 IL	501.01
			CHECK IN DATE:03-10-24	
			CONFIRMATION #:753965	

CARDHOLDER ACTIVITY				
RACHEL WALDO				
	PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
	\$115.88	\$0.00	\$0.00	\$115.88
Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-18	03-15	24943004076400298000012	PIZZA HUT 033427 DICKINSON ND	86.48
03-22	03-20	24455014081141002142813	WAL-MART #1567 DICKINSON ND	29.40

CARDHOLDER ACTIVITY				
ARON MEYER				
	PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
	\$4,141.58	\$0.00	\$0.00	\$4,141.58
Post Date	Tran Date	Reference Number	Transaction Description	Amount
03-12	03-11	24692164071106041090354	Amazon.com*RN2OK2MH1 Amzn.com/billWA	530.90
03-14	03-13	24011344073000034925504	WWW.UI.COM WWW.UI.COM NY	271.00
03-14	03-13	24692164073107592455309	Amazon.com*RN3QK2KG1 Amzn.com/billWA	229.00
03-14	03-13	24692164073107597686999	AMZN Mktp US*R62Z12G32 Amzn.com/billWA	37.96

Statement Date	MAR 25, 2024	Account Number	
Credit Limit	\$120,000	Payment Due Date	APR 01, 2024
Cash Advance Balance	\$0.00	Amount Due	\$20,339.76
Available Credit	\$99,660.24	New Balance	\$20,339.76
<b>CITY OF DICKINSON</b>  Account ID  8000-0018-8386			

CARDHOLDER ACTIVITY					
ARON MEYER					
		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$4,141.58	\$0.00	\$0.00	\$4,141.58
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
03-14	03-13	24692164073107603860596	AMZN Mktp US*R67652GZ2 Amzn.com/billWA	11.74	
03-15	03-14	24692164074108364293661	AMZN Mktp US*RH7965LQ0 Amzn.com/billWA	114.77	
03-15	03-14	24692164074108411509101	AMZN Mktp US*RN5SP8R81 Amzn.com/billWA	158.50	
03-18	03-17	24164074077105441197532	Staples Inc staples.com MA	266.18	
03-19	03-18	24692164078101791013477	AMZN Mktp US*R63M60MU1 Amzn.com/billWA	241.10	
03-20	03-19	24011344079000049273340	WWW.UI.COM WWW.UI.COM NY	610.00	
03-21	03-20	24692164080103232828105	AMZN Mktp US*R62MH3KX1 Amzn.com/billWA	199.36	
03-22	03-21	24011344081000053283280	WWW.UI.COM WWW.UI.COM NY	729.00	
03-25	03-22	24692164082104917782623	AMZN Mktp US*RH57T92T2 Amzn.com/billWA	321.27	
03-25	03-22	24692164082104949032021	AMZN Mktp US*RH4K654V1 Amzn.com/billWA	105.42	
03-25	03-23	24164074084105441505149	Staples Inc staples.com MA	315.38	

CARDHOLDER ACTIVITY					
IAN ANGUIANO					
		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$100.00	\$0.00	\$0.00	\$100.00
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
03-14	03-14	24692164074107848122934	NNA SERVICES LLC 800-876-6827 CA	50.00	
03-14	03-14	24692164074107848124435	NNA SERVICES LLC 800-876-6827 CA	50.00	

CARDHOLDER ACTIVITY					
RITA BINSTOCK					
		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$400.35	\$0.00	\$0.00	\$400.35
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
03-19	03-18	24011344078000053953028	COLUMN PUBLIC NOTICE HTTPSCOLUMN.UDC	36.48	
03-19	03-18	24717054079730799880124	TLF*GAFFANEYS FLORAL 701-2256048 ND	90.00	
03-20	03-18	24445004079300568832807	CLARION HOTEL ND113 MINOT ND	97.47	
CHECK IN DATE:03-17-24 CONFIRMATION #:0717765040					
03-20	03-19	24445004079300568832989	CLARION HOTEL ND113 MINOT ND	176.40	
CHECK IN DATE:03-17-24 CONFIRMATION #:0717847060					

# Memorial Park Renaming “Veteran’s Memorial Park”



# Gaming Site Authorization

## American Legion Matthew Brew Post # 3

Sanford's Grub & Pub

- 167 14<sup>th</sup> Street West
- Effective Date of July 1<sup>st</sup> , 2024 – June 30, 2025
  - Electronic Pull Tab Devices
  - Pull Tab Dispensing Devices



# Gaming Site Authorization Brotherhood of Saint Anthony

## Brotherhood of St. Anthony Club

- 105 1<sup>st</sup>. Street SE
- Effective Date of July 1<sup>st</sup> , 2024 – June 30, 2025
  - Bingo
  - Raffles
  - Pull Tab Jar
  - Electronic Pull Tab Devices





# Gaming Site Authorization Fort Abraham Lincoln Foundation

## Paragon Bowl

- 1125 West Villard
- Effective Date of July 1<sup>st</sup> , 2024 – June 30, 2025
  - Pull Tab Jar
  - Pull Tab Dispensing Device
  - Electronic Pull Tab Devices
  - Twenty-One



**RESOLUTION NO. \_\_\_\_\_ - 2024**

**A RESOLUTION IN SUPPORT OF RENAMING MEMORIAL  
PARK IN THE CITY OF DICKINSON, NORTH DAKOTA**

WHEREAS, on February 12, 2024 Dickinson Parks and Recreation passed Resolution 1-2024 renaming “Memorial Park” to “Veterans Memorial Park”; and

WHEREAS, the Board of City Commissioners determines that it is necessary and in the best interests of the City to offer support to Dickinson Parks and Recreation regarding the renaming of Memorial Park to Veterans Memorial Park.

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

1. The City of Dickinson hereby supports the renaming of Memorial Park to Veterans Memorial Park.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

---

Scott Decker, President  
Board of City Commissioners

ATTEST:

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Dustin Dassinger  
City Administrator



**GAMING SITE AUTHORIZATION**  
 OFFICE OF ATTORNEY GENERAL  
 SFN 17996 (02/2018)

G-00992 Section 3. Item B.  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization American Legion Matthew Brew # 3

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

Name of Location <u>Sanford's Club &amp; Pub</u>			
Street <u>167 14<sup>th</sup> St. W</u>	City <u>DICKINSON</u>	ZIP Code <u>58601</u>	County <u>Stark</u>
Beginning Date(s) Authorized <u>7-1-24</u>	Ending Date(s) Authorized <u>6-30-25</u>	Number of twenty-one tables if zero, enter "0":	
Specific location where games of chance will be conducted <u>and</u> played at the site (required)			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known <u>N/A</u>			

**RESTRICTIONS (City/County Use Only)**

Days of week of gaming operations (if restricted) <u>7</u>	Hours of gaming (if restricted)
--	---------------------------------

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

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

**APPROVALS**

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

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



**RENTAL AGREEMENT**  
 OFFICE OF ATTORNEY GENERAL  
 LICENSING SECTION  
 SFN 9413 (Rev. 08-2019)

License Number (Office Use Only)

Site Owner (Lessor) <i>Sanford's Club &amp; Pub</i>		Site Name		Site Phone Number <i>701-463-9770</i>	
Site Address <i>167 14th St. W</i>		City <i>Dickinson</i>	State <i>ND</i>	Zip Code <i>58601</i>	County <i>Stark</i>
Organization (Lessee) <i>American Legion Matthew Brodus</i>		Rental Period <i>7-1-24</i> to <i>6-30-25</i>		Monthly Rent Amount	
1. Is Bingo going to be conducted at this site? 1a. If "Yes" to number 1 above, is Bingo the primary game conducted? If "Yes," enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts.				<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes \$	
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____ Number of Tables with wagers over \$5 _____ X Rent per Table \$ _____				<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes \$ \$	
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____				<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes \$	
4. Is Pull Tabs involving either a jar bar, standard, or electronic dispensing device conducted at this site? Please check: <input type="checkbox"/> Jar Bar <input type="checkbox"/> Standard Dispensing Device <input checked="" type="checkbox"/> Electronic Dispensing Device    Number of Electronic Devices <u>3</u>				<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes \$ <i>6 at 50<sup>00</sup> each</i> <i>300</i> \$ <i>at 100<sup>00</sup> each</i> <i>300</i>	
Total Monthly Rent				\$ <i>600<sup>00</sup></i>	

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

**TERMS OF RENTAL AGREEMENT:**  
 This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance.  
 The LESSOR agrees that no game will be directly operated as part of the lessor's business.  
 The LESSOR agrees that the (lessor), (lessor's) spouse, (lessor's) common household members, (management), (management's) spouse, or an employee of the lessor who is in a position to approve or deny a lease may not conduct games at any of the organization's sites and, except for officers and board of directors members who did not approve the lease, may not play games at that site. However, a bar employee may redeem a winning pull tab, pay a prize board cash prize, and award a prize board merchandise prize involving a dispensing device and sell raffle tickets or sports pool chances on a board on behalf of an organization.  
 The LESSOR agrees that the lessor's on call or temporary or permanent employee will not, directly or indirectly, conduct games at the site as an employee of the lessee on the same day the employee is working in the area of the bar where alcoholic beverages are dispensed or consumed.  
 If the LESSEE provides the Lessor with a temporary loan of funds for redeeming pull tabs or prize boards, or both, involving a dispensing device, the Lessor agrees to repay the entire loan immediately when the lessee discontinues using the device at the site.  
 The LESSOR agrees not to interfere with or attempt to influence the lessee's selection of games, determination of prizes, including a bingo jackpot prize, or disbursement of net proceeds.  
 The LESSOR agrees not to loan money to, provide gaming equipment to, or count drop box cash for the lessee.  
 The LESSOR agrees any advertising by the lessor that includes charitable gaming must include the charitable gaming organization's name.  
 At the LESSOR'S option, the lessee agrees that this rental agreement may be automatically terminated if the lessee's gaming license is suspended at this site for more than fourteen days or revoked.

Signature of Lessor <i>[Signature]</i>	Title <i>General Manager</i>	Date <i>2-6-2024</i>
Signature of Lessee <i>[Signature]</i>	Title <i>Post 3 Commander</i>	Date <i>2-12-2024</i>



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

G - \_\_\_\_\_ ( \_\_\_\_\_ )  
 Site License Number \_\_\_\_\_  
 (Attorney General Use Only) Section 3. Item C.

Full, Legal Name of Gaming Organization  
**BROTHERHOOD OF SAINT ANTHONY**  
 This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location  
**BROTHERHOOD OF SAINT ANTHONY**

Street <b>105 1ST ST SE</b>	City <b>DICKINSON</b>	ZIP Code <b>58001</b>	County <b>STARK</b>
--------------------------------	--------------------------	--------------------------	------------------------

Beginning Date(s) Authorized <b>JULY 1, 2024</b>	Ending Date(s) Authorized <b>JUNE 30, 2025</b>	Number of Twenty-One tables, if zero, enter "0" <b>0</b>
---	---	--

Specific location where games of chance will be conducted and played at the site (required)  
**BAR & BINGO HALL**

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

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

Days of week of gaming operations (if restricted) <b>MONDAY - SATURDAY</b>	Hours of gaming (if restricted) <b>12:00PM - 12:30AM</b>
---	---

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

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date

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

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



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

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization  
**Fort Abraham Lincoln Foundation**

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

Name of Location  
**Paragon Bowl**

Street <b>1125 W. Villard</b>	City <b>Dickinson</b>	ZIP Code <b>58601</b>	County <b>Stark</b>
----------------------------------	--------------------------	--------------------------	------------------------

Beginning Date(s) Authorized <b>7/1/24</b>	Ending Date(s) Authorized <b>6/30/25</b>	Number of Twenty-One tables, if zero, enter "0" <b>2</b>
---	---	---

Specific location where games of chance will be conducted and played at the site (required)  
**Whole bar area except restrooms**

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

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

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

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

**APPROVALS**

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

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



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

License Number ( ) Section 3. Item D.

Site Owner (Lessor) <b>Paragon Bowl</b>		Site Name <b>Champs</b>		Site Phone Number <b>(701) 225-2345</b>
Site Address <b>1125 West Villard</b>		City <b>Dickinson</b>	State <b>ND</b>	Zip Code <b>58601</b>
Organization <b>Fort Abraham Lincoln Foundation</b>		Rental Period <b>July 1, 2024</b> to <b>June 30, 2025</b>		County <b>Stark</b>
1. Is Bingo going to be conducted at the site? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes				Monthly Rent Amount
1a. If "Yes" to number 1 above, is Bingo the <b>primary</b> game conducted? - If Bingo is the primary game, enter the monthly rent amount to be paid. Then answer questions 2 - 7 but do not enter any rent amounts. <input type="checkbox"/> No <input type="checkbox"/> Yes				
2. Is Twenty-One conducted at this site? Number of Tables with wagers up to \$5 _____ X Rent per Table \$ _____		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$
Number of Tables with wagers over \$5 <b>2</b> X Rent per Table \$ <b>300</b>				\$ <b>600</b>
3. Is Paddlewheels conducted at this site? Number of Tables _____ X Rent per Table \$ _____		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		\$
4. Is Pull Tabs Involving either a jar bar or standard dispensing device conducted at this site? Please Check: <input checked="" type="checkbox"/> Jar Bar <input checked="" type="checkbox"/> Standard Dispensing Device		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ <b>325</b>
5. Are Electronic Pull-Tabs conducted at this site? If "Yes" please indicate the number of devices <u>10</u>		<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		\$ <b>1,250</b>
<b>Total Monthly Rent</b>				\$ <b>2,175</b>
6. If the only gaming activity to be conducted at the site is a raffle drawing, please check here. <input type="checkbox"/>				

**TERMS OF RENTAL AGREEMENT:**

This RENTAL AGREEMENT is between the Owner (LESSOR) and Organization (LESSEE) that will be leasing the site to conduct games of chance. The LESSOR agrees that no game will be directly operated as part of the lessor's business.

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

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

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

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

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

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

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

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

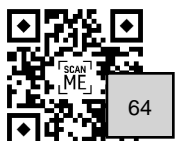
Signature of Lessor 	Title <b>Secretary</b>	Date <b>2/18/24</b>
Signature of Lessee 	Title <b>Executive Director</b>	Date <b>01/23/2024</b>

*Commissioners*

*I have attached a resolution for approval at the City Commission meeting on 5/2/24. This resolution will repeal the existing Cafeteria Plan and adopt a Cafeteria Plan including the health and dependent care flexible spending account offered through Health Equity. This will be effective 1/1/2024 and city staff recommends approval.*

*Thank you,*

*HR Director Nameniuk*





**RESOLUTION NO. \_\_\_ - 2024**

A RESOLUTION REPEALING THE EXISTING CAFETERIA PLAN AND ADOPTING A CAFETERIA PLAN INCLUDING A HEALTH FLEXIBLE SPENDING ACCOUNT AND DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT OFFERED THROUGH HEALTH EQUITY

WHEREAS, the Board of City Commissioners of the City of Dickinson previously adopted a cafeteria plan that qualified under pertinent section of the Internal Revenue Code, specifically section 125 thereof; and

WHEREAS, the Board of City Commissioners of the City of Dickinson desires to repeal its current cafeteria plan and adopt a cafeteria plan including a health flexible spending account and dependent care flexible spending account for the benefit of its employees offered through Health Equity; and

WHEREAS, that the form of Cafeteria Plan including a Health Flexible Spending Account and Dependent Care Flexible Spending Account that the City wishes to adopt is attached hereto; and

NOW, THEREFORE, BE IT RESOLVED that the Board of City Commissioners for the City of Dickinson, North Dakota, hereby adopt the Cafeteria Plan Including a Health Flexible Spending Account and Dependent Care Flexible Spending Account offered through Health Equity attached hereto.

NOW, THEREFORE, BE IT FURTHER RESOLVED the Cafeteria Plan shall be effective January 1, 2024 and that an authorized representative of the City of Dickinson is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

Dated this \_\_\_\_ day of April, 2024.

\_\_\_\_\_  
Scott Decker, President  
Board of City Commissioners

ATTEST:

\_\_\_\_\_  
Dustin Dassinger  
Dickinson City Administrator

**CITY OF DICKINSON  
CAFETERIA PLAN  
AND ALL SUPPORTING FORMS HAVE BEEN PRODUCED FOR  
City of Dickinson**

**CITY OF DICKINSON  
CAFETERIA PLAN**

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CITY OF DICKINSON  
CAFETERIA PLAN

INTRODUCTION

The Employer has adopted this Plan effective 01/01/2024, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. The Plan shall be known as City of Dickinson Cafeteria Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

ARTICLE I  
DEFINITIONS

1.1 **"Administrator"** means the Employer unless another person or entity has been designated by the Employer pursuant to Section 9.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

1.2 **"Affiliated Employer"** means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 **"Benefit" or "Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 **"Compensation"** means the amounts received by the Participant from the Employer during a Plan Year.

1.7 **"Dependent"** means any individual who qualifies as a dependent under an Insurance Contract for purposes of coverage under that Contract only or under Code Section 152 (as modified by Code Section 105(b)).

**"Dependent"** shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or under the Health Flexible Spending Account or as allowed by reason of the Affordable Care Act.

For purposes of the Health Flexible Spending Account, a Participant's "Child" includes his/her natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. A Participant's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year.

The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

1.8 **"Effective Date"** means 01/01/2024.

1.9 **"Election Period"** means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 **"Eligible Employee"** means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by

the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

1.11 **"Employee"** means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 **"Employer"** means City of Dickinson and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.

1.13 **"Employer Contribution"** means the contributions made by the Employer pursuant to Section 3.1 to enable a Participant to purchase Benefits. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V and as set forth in Section 3.1.

1.14 **"Grace Period"** means, with respect to any Plan Year, the 60 day period after the end of such Plan Year, during which Medical Expenses incurred by a Participant will be deemed to have been incurred during such Plan Year.

1.15 **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit.

1.16 **"Insurance Premium Payment Plan"** means the plan of benefits contained in Section 4.1 of this Plan, which provides for the payment of Premium Expenses.

1.17 **"Insurer"** means any insurance company that underwrites a Benefit under this Plan.

1.18 **"Key Employee"** means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.

1.19 **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.20 **"Plan"** means this instrument, including all amendments thereto.

1.21 **"Plan Year"** means the 12-month period beginning 01/01 and ending 12/31. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.22 **"Premium Expenses" or "Premiums"** mean the Participant's cost for the Benefits described in Section 4.1.

1.23 **"Premium Expense Reimbursement Account"** means the account established for a Participant pursuant to this Plan to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant shall be paid or reimbursed. If more than one type of insured Benefit is elected, sub-accounts shall be established for each type of insured Benefit.

1.24 **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to Section 3.2. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.25 **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.26 **"Spouse"** means spouse as determined under Federal law.

**ARTICLE II  
PARTICIPATION**

**2.1 ELIGIBILITY**

Any Eligible Employee shall be eligible to participate hereunder as of his date of employment (or the Effective Date of the Plan, if later).

**2.2 EFFECTIVE DATE OF PARTICIPATION**

2.1. An Eligible Employee shall become a Participant effective as of the date on which he satisfies the requirements of Section



### 2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured Benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

### 2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) **Termination of employment.** The Participant's termination of employment, subject to the provisions of Section 2.5;
- (b) **Death.** The Participant's death, subject to the provisions of Section 2.6; or
- (c) **Termination of the plan.** The termination of this Plan, subject to the provisions of Section 10.2.

### 2.5 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall be governed in accordance with the following:

- (a) **Insurance Benefit.** With regard to Benefits which are insured, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.
- (b) **Dependent Care FSA.** With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment related Dependent Care Expense reimbursements for claims incurred up to the date of termination and submitted within 30 days after termination, based on the level of the Participant's Dependent Care Flexible Spending Account as of the date of termination.
- (c) **COBRA applicability.** With regard to the Health Flexible Spending Account, the Participant may submit claims for expenses that were incurred during the portion of the Plan Year before the end of the period for which payments to the Health Flexible Spending Account have already been made. Thereafter, the health benefits under this Plan including the Health Flexible Spending Account shall be applied and administered consistent with such further rights a Participant and his Dependents may be entitled to pursuant to Code Section 4980B and Section 11.14 of the Plan.

### 2.6 DEATH

If a Participant dies, his participation in the Plan shall cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent. If the Plan is subject to the provisions of Code Section 4980B, then those provisions and related regulations shall apply for purposes of the Health Flexible Spending Account.

## ARTICLE III CONTRIBUTIONS TO THE PLAN

### 3.1 EMPLOYER CONTRIBUTION

The Employer shall make available to each Participant an Employer Contribution to be used in the Participant's Health Flexible Spending Account in an amount to be determined by the Employer prior to the beginning of each Plan Year. Each Participant's Employer Contribution shall be converted to Cafeteria Plan Benefit Dollars and be available to purchase Benefits hereunder. The Employer's Contribution shall be made on a pro rata basis for each pay period of the Participant. If a Participant fails to make any election of Benefit Option, there shall be no Employer Contribution (i.e., the Employer Contribution shall not be available in cash).

### 3.2 SALARY REDIRECTION

If a Participant's Employer Contribution is not sufficient to cover the cost of Benefits or Premium Expenses he elects pursuant to Section 4.1, his Compensation will be reduced in an amount equal to the difference between the cost of Benefits he elected and the amount of Employer Contribution available to him. Such reduction shall be his Salary Redirection, which the Employer

will use on his behalf, together with his Employer Contribution, to pay for the Benefits he elected. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article IV.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

**3.3 APPLICATION OF CONTRIBUTIONS**

As soon as reasonably practical after each payroll period, the Employer shall apply the Employer Contribution and Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account or Dependent Care Flexible Spending Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

**3.4 PERIODIC CONTRIBUTIONS**

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year.

**ARTICLE IV  
BENEFITS**

**4.1 BENEFIT OPTIONS**

Each Participant may elect any one or more of the following optional Benefits:

- (1) Health Flexible Spending Account
- (2) Dependent Care Flexible Spending Account

In addition, each Participant shall have a sufficient portion of his Employer Contributions and Salary Redirections applied to the following Benefits unless the Participant elects not to receive such Benefits:

- (3) Health Insurance Benefit
- (4) Dental Insurance Benefit
- (5) Vision Insurance Benefit
- (6) Other Insurance Benefit

**4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT**

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case Article VI shall apply.

**4.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT**

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case Article VII shall apply.

**4.4 HEALTH INSURANCE BENEFIT**

(a) **Coverage for Participant and Dependents.** Each Participant may elect to be covered under a health Insurance Contract for the Participant, his or her Spouse, and his or her Dependents.

(b) **Employer selects contracts.** The Employer may select suitable health Insurance Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such health Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

#### 4.5 DENTAL INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's dental Insurance Contract. In addition, the Participant may elect either individual or family coverage under such Insurance Contract.

(b) **Employer selects contracts.** The Employer may select suitable dental Insurance Contracts for use in providing this dental insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such dental Insurance Contract shall be determined therefrom, and such dental Insurance Contract shall be incorporated herein by reference.

#### 4.6 VISION INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's vision Insurance Contract. In addition, the Participant may elect either individual or family coverage.

(b) **Employer selects contracts.** The Employer may select suitable vision Insurance Contracts for use in providing this vision insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such vision Insurance Contract shall be determined therefrom, and such vision Insurance Contract shall be incorporated herein by reference.

#### 4.7 OTHER INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's vision Insurance Contract. In addition, the Participant may elect either individual or family coverage.

(b) **Employer selects contracts.** The Employer may select suitable vision Insurance Contracts for use in providing this vision insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such vision Insurance Contract shall be determined therefrom, and such vision Insurance Contract shall be incorporated herein by reference.

#### 4.8 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with the Code and regulations. Any act taken by the Administrator shall be carried out in a uniform and nondiscriminatory manner. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Flexible Spending Account Benefits and Dependent Care Flexible Spending Account Benefits, and once all these Benefits are expended, proportionately among insured Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

**ARTICLE V  
PARTICIPANT ELECTIONS**

**5.1 INITIAL ELECTIONS**

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

**5.2 SUBSEQUENT ANNUAL ELECTIONS**

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which spending account Benefit options he wishes to select. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

- (a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;
- (b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;
- (c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

**5.3 FAILURE TO ELECT**

With regard to Benefits available under the Plan for which no Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized or made for the subsequent Plan Year for such Benefits.

With regard to Benefits available under the Plan for which Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have made the same Benefit elections as are then in effect for the current Plan Year. The Participant shall also be deemed to have elected Salary Redirection in an amount necessary to purchase such Benefit options.

**5.4 CHANGE IN STATUS**

(a) **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

- (1) Legal Marital Status: events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;
- (2) Number of Dependents: Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;

(3) **Employment Status:** Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;

(4) **Dependent satisfies or ceases to satisfy the eligibility requirements:** An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and

(5) **Residency:** A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and guidance thereunder, shall qualify as a change in status.

(b) **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for group health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (SCHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or change in legal custody which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

(1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or

(2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) **Cost increase or decrease.** If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

(f) **Loss of coverage.** If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

(g) **Addition of a new benefit.** If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

(h) **Loss of coverage under certain other plans.** A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(i) **Change of coverage due to change under certain other plans.** A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.

(j) **Change in dependent care provider.** A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care provider. The availability of dependent care services from a new childcare provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).

(k) **Health FSA cannot change due to insurance change.** A Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.

(l) **Changes due to reduction in hours or enrollment in an Exchange Plan.** A Participant may prospectively revoke coverage under the group health plan (that is not a health Flexible Spending Account) which provides minimum essential coverage (as defined in Code §5000A(f)(1)) provided the following conditions are met:

Conditions for revocation due to reduction in hours of service:

- (1) The Participant has been reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and
- (2) The revocation of coverage under the group health plan corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the revocation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

The Administrator may rely on the reasonable representation of the Participant who is reasonably expected to have an average of less than 30 hours of service per week for future periods that the Participant and related individuals have enrolled or intend to enroll in another plan that provides minimum essential coverage for new coverage that is effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

Conditions for revocation due to enrollment in a Qualified Health Plan:

- (1) The Participant is eligible for a Special Enrollment Period to enroll in a Qualified Health Plan through a Marketplace (federal or state exchange) pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; or
- (2) One or more related individuals of the Participant is eligible for a Special Enrollment Period to enroll in a Qualified Health Plan through a Marketplace (federal or state exchange) pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or related individual(s) seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
- (3) The revocation of the election of coverage under the group health plan – either revocation in whole or revocation of other-than-self coverage – corresponds to the intended enrollment of the Participant and/or any related individuals who cease coverage due to the revocation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

The Administrator may rely on the reasonable representation of a Participant (on behalf of themselves or related individuals) who has an enrollment opportunity for a Qualified Health Plan through a Marketplace that the Participant or related individuals have enrolled or intend to enroll in a Qualified Health Plan for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

**ARTICLE VI  
HEALTH FLEXIBLE SPENDING ACCOUNT**

**6.1 ESTABLISHMENT OF PLAN**

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly.

**6.2 DEFINITIONS**

For the purposes of this Article and the Cafeteria Plan, the terms below have the following meaning:

(a) **"Health Flexible Spending Account"** means the account established for Participants pursuant to this Plan to which part of their Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents may be reimbursed.

(b) **"Highly Compensated Participant"** means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:

- (1) one of the 5 highest paid officers;
- (2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or
- (3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).

(c) **"Medical Expenses"** means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his Spouse or Dependent.

A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

(d) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

**6.3 FORFEITURES**

The amount in the Health Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason, subject to Section 8.2.

**6.4 LIMITATION ON ALLOCATIONS**

(a) Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount of salary reductions that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is the statutory amount under Code Section 125(i), as adjusted for increases in the cost of living. The cost of living adjustment in effect for a calendar year applies to any Plan Year beginning with or within such calendar year. The dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Year beginning with or within such calendar year. For any short Plan Year, the limit shall be an amount equal to the limit for the calendar year in which the Plan Year begins multiplied by the ratio obtained by dividing the number of full months in the short Plan Year by twelve (12).

(b) **Participation in Other Plans.** All employers that are treated as a single employer under Code Sections 414(b), (c), or (m), relating to controlled groups and affiliated service groups, are treated as a single employer for purposes of the statutory limit. If a Participant participates in multiple cafeteria plans offering health flexible spending accounts maintained by members of a controlled group or affiliated service group, the Participant's total Health Flexible Spending Account contributions under all of the cafeteria plans are limited to the statutory limit (as adjusted). However, a Participant employed by two or more employers that are not members of the same controlled group may elect up to the statutory limit (as adjusted) under each Employer's Health Flexible Spending Account.

(c) **Grace Period.** Payment of expenses from a previous year in the first months of the next Plan Year, the limit above applies to the Plan Year including the Grace Period. Amounts carried into the next Plan Year as part of the Grace Period shall not affect the limit for that next Plan Year.

**6.5 NONDISCRIMINATION REQUIREMENTS**

(a) **Intent to be nondiscriminatory.** It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

**6.6 COORDINATION WITH CAFETERIA PLAN**

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Health Flexible Spending Account. The enrollment under the Cafeteria Plan shall constitute enrollment under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

**6.7 HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS**

(a) **Expenses must be incurred during Plan Year.** All Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year including the Grace Period shall be reimbursed during the Plan Year subject to Section 2.5, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.

(b) **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.

(c) **Payments.** Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

(d) **Grace Period.** Notwithstanding anything in this Section to the contrary, Medical Expenses incurred during the Grace Period, up to the remaining account balance, shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates.

(e) **Claims for reimbursement.** Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those Medical Expense claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 30 days after termination of employment.

**6.8 DEBIT AND CREDIT CARDS**

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Medical Expenses, subject to the following terms:

(a) **Card only for medical expenses.** Each Participant issued a card shall certify that such card shall only be used for Medical Expenses. The Participant shall also certify that any Medical Expense paid with the card has not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.

(b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Health Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Health Flexible Spending Account.



(c) **Maximum dollar amount available.** The dollar amount of coverage available on the card shall be the amount elected by the Participant for the Plan Year. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth in Section 6.4.

(d) **Only available for use with certain service providers.** The cards shall only be accepted by such merchants and service providers as have been approved by the Administrator following IRS guidelines.

(e) **Card use.** The cards shall only be used for Medical Expense purchases at these providers, including, but not limited to, the following:

- (1) Co-payments for doctor and other medical care;
- (2) Purchase of drugs prescribed by a health care provider, including, if permitted by the Administrator, over-the-counter medications and menstrual care products as allowed under IRS regulations;
- (3) Purchase of medical items such as eyeglasses, syringes, crutches, etc.

(f) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(g) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as a Medical Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

- (1) Repayment of the improper amount by the Participant;
- (2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;
- (3) Claims substitution or offset of future claims until the amount is repaid; and
- (4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

**ARTICLE VII  
DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT**

**7.1 ESTABLISHMENT OF ACCOUNT**

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Flexible Spending Account.

**7.2 DEFINITIONS**

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

(a) **"Dependent Care Flexible Spending Account"** means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.

(b) **"Earned Income"** means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.

(c) **"Employment-Related Dependent Care Expenses"** means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment related expenses under Code Section 21(b)(2). Generally, they shall include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period for which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:

(1) If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Dependent Care Expenses only if incurred for a Qualifying Dependent as defined in Section 7.2(d)(1) (or deemed to be, as described in Section 7.2(d)(1) pursuant to Section 7.2(d)(3)), or for a Qualifying Dependent as defined in Section 7.2(d)(2) (or deemed to be, as described in Section 7.2(d)(2) pursuant to Section 7.2(d)(3)) who regularly spends at least 8 hours per day in the Participant's household;

(2) If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than 6 individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and

(3) Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.

(d) **"Qualifying Dependent"** means, for Dependent Care Flexible Spending Account purposes,

(1) a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;

(2) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or

(3) a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).

(e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

**7.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS**

The Administrator shall establish a Dependent Care Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Flexible Spending Account benefits.

**7.4 INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS**

A Participant's Dependent Care Flexible Spending Account shall be increased each pay period by the portion of Cafeteria Plan Benefit Dollars that he has elected to apply toward his Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof.

**7.5 DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS**

A Participant's Dependent Care Flexible Spending Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section 7.12 hereof.

**7.6 ALLOWABLE DEPENDENT CARE REIMBURSEMENT**

Subject to limitations contained in Section 7.9 of this Program, and to the extent of the amount contained in the Participant's Dependent Care Flexible Spending Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

**7.7 ANNUAL STATEMENT OF BENEFITS**

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under Section 7.6 during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

## 7.8 FORFEITURES

The amount in a Participant's Dependent Care Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 7.12 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

## 7.9 LIMITATION ON PAYMENTS

(a) **Code limits.** Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$5,000 (\$2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

## 7.10 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Dependent Care Flexible Spending Account that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination may not occur under Code Section 129(d).

(b) **25% test for shareholders.** It is the intent of this Dependent Care Flexible Spending Account that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of the stock or of the capital or profits interest in the Employer.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 129 it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

## 7.11 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

## 7.12 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS

The Administrator shall direct the payment of all such Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

- (a) The Dependent or Dependents for whom the services were performed;
- (b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;
- (c) The relationship, if any, of the person performing the services to the Participant;
- (d) If the services are being performed by a child of the Participant, the age of the child;
- (e) A statement as to where the services were performed;
- (f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;
- (g) If the services were being performed in a day care center, a statement:
  - (1) that the day care center complies with all applicable laws and regulations of the state of residence,
  - (2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
  - (3) of the amount of fee paid to the provider.

- (h) If the Participant is married, a statement containing the following:
  - (1) the Spouse's salary or wages if he or she is employed, or
  - (2) if the Participant's Spouse is not employed, that
    - (i) he or she is incapacitated, or
    - (ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.

(i) **Claims for reimbursement.** If a Participant fails to submit a claim within 30 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within 30 days after termination of employment.

**ARTICLE VIII  
BENEFITS AND RIGHTS**

**8.1 CLAIM FOR BENEFITS**

(a) **Insurance claims.** Any claim for Benefits underwritten by Insurance Contract(s) shall be made to the Insurer. If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure.

(b) **Dependent Care Flexible Spending Account or Health Flexible Spending Account claims.** Any claim for Dependent Care Flexible Spending Account or Health Flexible Spending Account Benefits shall be made to the Administrator. For the Health Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 30 days after termination of employment. For the Dependent Care Flexible Spending Account, if a Participant fails to submit a claim within 30 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for reimbursement must be submitted within 30 days after termination of employment. If the Administrator denies a claim, the Administrator may provide notice to the Participant or beneficiary, in writing, within 90 days after the claim is filed unless special circumstances require an extension of time for processing the claim. The notice of a denial of a claim shall be written in a manner calculated to be understood by the claimant and shall set forth:

- (1) specific references to the pertinent Plan provisions on which the denial is based;
- (2) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary; and
- (3) an explanation of the Plan's claim procedure.

(c) **Appeal.** Within 60 days after receipt of the above material, the claimant shall have a reasonable opportunity to appeal the claim denial to the Administrator for a full and fair review. The claimant or his duly authorized representative may:

- (1) request a review upon written notice to the Administrator;
- (2) review pertinent documents; and
- (3) submit issues and comments in writing.

(d) **Review of appeal.** A decision on the review by the Administrator will be made not later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing (such as the need to hold a hearing), in which event a decision should be rendered as soon as possible, but in no event later than 120 days after such receipt. The decision of the Administrator shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.

(e) **Forfeitures.** Any balance remaining in the Participant's Health Flexible Spending Account or Dependent Care Flexible Spending Account as of the end of the time for claims reimbursement for each Plan Year and Grace Period (if applicable) shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3 or Section 7.8, whichever is applicable, unless the Participant had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus.

**8.2 APPLICATION OF BENEFIT PLAN SURPLUS**

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan.

**ARTICLE IX  
ADMINISTRATION**

**9.1 PLAN ADMINISTRATION**

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. An Administrator may resign by delivering a resignation in writing (or such other form as acceptable to both parties) to the Employer or be removed by the Employer by delivery of notice of removal (in writing or such other form as acceptable to both parties), to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- (a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;
- (f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;
- (g) To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such shall be paid if the Administrator decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;
- (h) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

**9.2 EXAMINATION OF RECORDS**

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

**9.3 PAYMENT OF EXPENSES**

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

**9.4 INSURANCE CONTROL CLAUSE**

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

**9.5 INDEMNIFICATION OF ADMINISTRATOR**

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

**ARTICLE X  
AMENDMENT OR TERMINATION OF PLAN**

**10.1 AMENDMENT**

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

**10.2 TERMINATION**

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Insurance Contract.

No further additions shall be made to the Health Flexible Spending Account or Dependent Care Flexible Spending Account, but all payments from such fund shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

**ARTICLE XI  
MISCELLANEOUS**

**11.1 PLAN INTERPRETATION**

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 11.12.

**11.2 GENDER, NUMBER AND TENSE**

Wherever any words are used herein in one gender, they shall be construed as though they were also used in all genders in all cases where they would so apply; whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply; and whenever any words are used herein in the past or present tense, they shall be construed as though they were also used in the other form in all cases where they would so apply.

**11.3 WRITTEN DOCUMENT**

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

**11.4 EXCLUSIVE BENEFIT**

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

**11.5 PARTICIPANT'S RIGHTS**

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

**11.6 ACTION BY THE EMPLOYER**

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

**11.7 EMPLOYER'S PROTECTIVE CLAUSES**

(a) **Insurance purchase.** Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.

(b) **Validity of insurance contract.** The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

**11.8 NO GUARANTEE OF TAX CONSEQUENCES**

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

**11.9 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS**

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

**11.10 FUNDING**

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

**11.11 GOVERNING LAW**

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of North Dakota.

**11.12 SEVERABILITY**

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

**11.13 CAPTIONS**

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

**11.14 CONTINUATION OF COVERAGE (COBRA)**

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B, and related regulations. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

**11.15 FAMILY AND MEDICAL LEAVE ACT (FMLA)**

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

**11.16 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

**11.17 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)**

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

**11.18 COMPLIANCE WITH HIPAA PRIVACY STANDARDS**

- (a) **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.
- (b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including genetic information and information about treatment or payment for treatment.
- (c) **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Protected Health Information that consists of genetic information will not be used or disclosed for underwriting purposes.
- (d) **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are designated and authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.
  - (1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.
  - (2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy official. The privacy official shall take appropriate action, including:
    - (i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;
    - (ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;



- (iii) mitigation of any harm caused by the breach, to the extent practicable; and
  - (iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.
- (e) **Certification.** The Employer must provide certification to the Plan that it agrees to:
- (1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;
  - (2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
  - (3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
  - (4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;
  - (5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;
  - (6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
  - (7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;
  - (8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;
  - (9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
  - (10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

#### 11.19 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

- (a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.
- (b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.
- (c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.18.

#### 11.20 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act.

#### 11.21 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

#### 11.22 WOMEN'S HEALTH AND CANCER RIGHTS ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

**11.23 NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

IN WITNESS WHEREOF, this Plan document is hereby executed this \_\_\_\_\_ day of \_\_\_\_\_.

City of Dickinson

By \_\_\_\_\_  
EMPLOYER

# Human Resources

## Hiring Journal



Req #	Hiring Journal - March										Updated on 3/28/2024
		Date opened:	Date closed:	# of days position was open:	total applicants:	# of disqualified apps:	# withdrawn apps:	# of interviews:	# of declined offers:		
Position											Hired:
333 Police Officer (8 Openings)		12/12/2023	1/18/2024	37	14	2	1	4	0	1 in background & Hired Matthew Schagunn	
352 Police Officer (7 Openings)		2/2/2024	2/14/2024	12	8	2		6	1 in background		
371 Police Officer (5 Openings)		3/18/2024	4/8/2024	21							
334 Lateral Police Officer		12/12/2023	3/6/2024	85	10	1	0	3	0	Anthony Mauser	
366 Lateral Police Officer (5 Openings)		3/7/2024	Until Filled		3	3		0			
337 Records Clerk		12/20/2023	1/10/2024	21	42	22	13	7	0	1 in background	
357 Animal Control Officer		2/14/2024	2/25/2024	11	19	11		8	0	1 in background stage	
341 Public Safety Telecommunicator I		1/12/2024	1/26/2024	14	29	1			0	Hired Brianne Jones	
344 Public Safety Telecommunicator II		1/16/2024	2/6/2024	21	6	0	0	6	2	2nd Interview Stage	
351 Fleet Shop Technician		1/31/2024	Until Filled		3	3					
358 Street Maintenance Operator (3 openings)		3/15/2024	Until Filled		7					Interview Stage	
365 Solid Waste Operator (3 Openings)		3/6/2024	3/11/2024	5	9	1	2	5	0	Hired Jesus Ojeda, Jayce Concha, Kailie Ryan, 1 in background	
372 Scale Service Representative		3/20/2024	3/27/2024	7						Interview Stage	
350 Limited Hour Library Page		1/26/2024	2/5/2024	10	34	20	1	13	0	1 in Background, Hired Mia Kulkens, Cameran Sheppard	
362 Project Engineer		2/22/2024	3/20/2024	27	4	3	0	1	0	Background Stage	
363 Engineering Tech		2/27/2024	3/8/2024	10	4	0	0	4	0	Hired Waylon Winderl	
345 Seasonal Paleontology Assistant		1/17/2024	2/7/2024	21	25	14	2	9		Hired Daniela (5/20)	
347 Museum Center Volunteer - GENERAL		1/29/2024	Until Filled		0						
346 Museum Center Volunteer - HISTORY		1/29/2024	Until Filled		1						
360 Museum Center Volunteer - Paleo Collections		3/20/2024	Until Filled		0						
353 Museum Center Volunteer - Fieldwork		3/20/2024	Until Filled		4						
355 Administrative Assistant Public Works		2/13/2024	2/20/2024	7	37	27	0	10	0	Hired Caitlin Clatterbuck	
354 Utility Operator		2/12/2024	2/26/2024	14	11					Hired Avery Dutton transfer from Street Department	
361 Seasonal Buildings & Grounds (12 Openings)		2/22/2024	3/26/2024	33	23					8 in Background	
356 Seasonal Utility Operator (4 Openings)		3/1/2024	3/4/2024	3	4					4 in Background	
369 Seasonal Forestry Laborer (3 Openings)		3/13/2024	Until Filled		7					1 in Background	
345 Seasonal Programming Assistant (1 opening)		3/14/2024	Until Filled		9	2					
367 Clerk of Court		3/7/2024	3/20/2024	13	17					Interview Stage	
368 Deputy Clerk of Court I		3/7/2024	3/14/2024	7	23					Interview Stage	



Req #	Hiring Journal - March											Updated on 3/28/2024
	Position	Date opened:	Date closed:	# of days position is/was open	total applicants:	# of disqualified apps:	# withdrawn apps:	# of interviews:	# of declined offers:	Hired:		
333	Police Officer (8 Openings)	12/12/2023	1/18/2024	37	14	2	1	4	0	1 in background & Hired Matthew Schagunn		
352	Police Officer (7 Openings)	2/2/2024	2/14/2024	12	8	2		6		1 in background		
371	Police Officer (5 Openings)	3/18/2024	4/8/2024	21								
334	Lateral Police Officer	12/12/2023	3/6/2024	85	10	1	0	3	0	Anthony Mauser		
366	Lateral Police Officer (5 Openings)	3/7/2024	Until Filled		3	3		0				
337	Records Clerk	12/20/2023	1/10/2024	21	42	22	13	7	0	1 in background		
357	Animal Control Officer	2/14/2024	2/25/2024	11	19	11		8	0	1 in background stage		
341	Public Safety Telecommunicator I	1/12/2024	1/26/2024	14	29	1			0	Hired Brianne Jones		
344	Public Safety Telecommunicator II	1/16/2024	2/6/2024	21	6	0	0	6		2nd Interview Stage		
351	Fleet Shop Technician	1/31/2024	Until Filled		3	3						
358	Street Maintenance Operator (3 openings)	3/15/2024	Until Filled		7					Interview Stage		
365	Solid Waste Operator (3 Openings)	3/6/2024	3/11/2024	5	9	1	2	5	0	Hired Jesus Ojeda, Jayce Concha & Kailie Ryan (transfer from Scale) & 1 in background		
372	Scale Service Representative	3/20/2024	3/27/2024	7						Interview Stage		
350	Limited Hour Library Page	1/26/2024	2/5/2024	10	34	20	1	13	0	1 in Background, Hired Mia Kulkens, Cameran Sheppard		
362	Project Engineer	2/22/2024	3/20/2024	27	4	3	0	1	0	Background Stage		
363	Engineering Tech	2/27/2024	3/8/2024	10	4	0	0	4	0	Hired Waylon Winderl		
345	Seasonal Paleontology Assistant	1/17/2024	2/7/2024	21	25	14	2	9		Hired Daniela (5/20)		
347	Museum Center Volunteer - GENERAL	1/29/2024	Until Filled		0							
346	Museum Center Volunteer - HISTORY	1/29/2024	Until Filled		1							
360	Museum Center Volunteer - Paleo Collections	3/20/2024	Until Filled		0							
353	Museum Center Volunteer - Fieldwork	3/20/2024	Until Filled		4							
355	Administrative Assistant Public Works	2/13/2024	2/20/2024	7	37	27	0	10	0	Hired Caitlin Clatterbuck		
354	Utility Operator	2/12/2024	2/26/2024	14	11					Hired Avery Dutton transfer from Street Department		
361	Seasonal Buildings & Grounds (12 Openings)	2/22/2024	3/26/2024	33	23					8 in Background		
356	Seasonal Utility Operator (4 Openings)	3/1/2024	3/4/2024	3	4					4 in Background		
369	Seasonal Forestry Laborer (3 Openings)	3/13/2024	Until Filled		7					1 in Background		
345	Seasonal Programming Assistant (1 opening)	3/14/2024	Until Filled		9	2						
367	Clerk of Court	3/7/2024	3/20/2024	13	17					Interview Stage		
368	Deputy Clerk of Court I	3/7/2024	3/14/2024	7	23					Interview Stage		

Section 3. Item F.

## Public Works

March 27, 2024

RE: Street Sweeper Purchase

The City of Dickinson Public Works Street Division is planning to purchase an Elgin Pelican Sweeper to be added to our fleet as part of the 2024 Equipment budget. Elgin is the only company to manufacture a three-wheel mechanical sweeper in which the front wheels are fixed to allow for better maneuverability. We currently have three of these units in our fleet.

A proposal was prepared for the City of Dickinson by the Elgin representative, Sanitation Products, utilizing the Sourcewell contract for purchasing. Sourcewell is a competitive contract solution that solicits purchasing quotes nationally. Sourcewell is recognized and used by several government agencies throughout North Dakota for purchasing equipment.

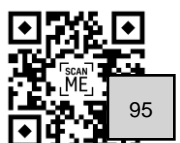
Public Works staff recommends the purchase of the Elgin Pelican sweeper from Sanitation Products in the amount of \$278,413.00 utilizing the Sourcewell contract. This is an approved 2024 capital purchase item with \$280,000 budgeted on a 7-year lease.

Thank you,



Aaron Praus

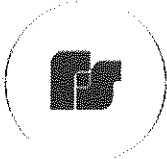
Public Works Director



# Proposal Summary

**Pelican**®  
Durable. Reliable. Easy-to-Use.  
Three-Wheel Mechanical Sweeper.

**For City of Dickinson ND**







<b>Pelican</b>	Total Price: \$290,445.00
Sidebrooms/Steering	Dual Sidebroom/Dual Steering
Fuel Type	Diesel
Auxiliary Emissions Level	Tier 4f
Domicile	Continental USA
High Altitude Package (Is sweeper being used above 3000ft elevation?)	Yes
Horsepower	Ecoinfused 74

### Brooms

Sidebroom Material	Steel Bristles with Polyethylene Segments(Standard)
Sidebroom Tilt Option Right Hand	Yes (Includes Indicator)
Mainbroom Material	Strip (URB) - Center Sweep

### Conveyance & Hopper

Hopper Coating Systems	None (Painted Only)
Dirt Shoes	Rubber
Lower Conveyor Roller Cleanout	Yes

### Dust Control & Flush Systems

Fill Hose Length	16'8"
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### Component Protection

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Hydraulic Temperature Shutdown	Yes
Battery Disconnect	Yes
Hydraulic Level Shutdown	Yes
Block Heater	Yes

### Lighting & Compliance

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Lighting	Package 5
LED Battery Cover Lights	LED Lights on Battery Cover
Backup Alarms	Federal Signal (Standard)
LED Clearance Lights	Yes
LED Stop/Tail/Turn	Yes
LED Arrowstick	Yes

### Pelican Options

---

Radio Options	AM/FM/CD/Bluetooth With (2) Map Lights
Left Hand Seat	Magnum Standard Seat
Mirrors	Unheated Unmotorized Mirrors
Right Hand Seat	Air Ride Hi Back Cloth
Right Hand Limb Guard	Regular Duty





### Manuals and Warranty

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Sweeper Warranty	1 Year Parts and Labor
Sweeper: Operators Manuals	1
Sweeper: Parts Manuals	1
John Deere Parts Manuals	1
John Deere Operators Manuals	1
Cummins Operators Manual	1

### Paint & Decal

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Paint Sweeper	Standard White
Elgin Logo	Red Logo



**Chassis Notes :**

Sourcewell Contract #093021-ELG	<b>Pelican</b>	
	<b>Freight Total</b>	\$0.00
	<b>Factory Total</b>	\$278,413.00

Price indicated includes approved Special Request  
Price valid for 30 Days from date of 02-29-2024

Product Model: Pelican  
Proposal Date: 02-29-2024  
Quote Number: 2024-72268  
Price List Date: 02-29-2024

QTY: 1 Customer Initials \_\_\_\_\_

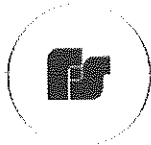
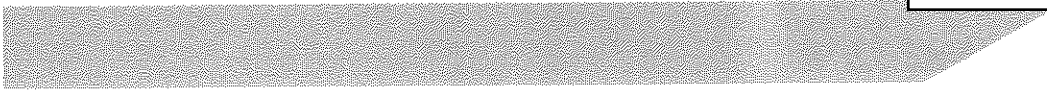
**Proposal Notes:**

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by ELGIN prior to submittal of customer purchase order.
3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Elgin's standard terms and conditions attached hereto and made a part hereof.

**Signed By:**  
\_\_\_\_\_

**Date:**  
\_\_\_\_\_





# TERMS AND CONDITIONS

**ORDERS:** All orders are subject to acceptance by Elgin Sweeper, Inc. (hereafter referred to as Elgin). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Elgin's Management.

**PRICES:** All orders are subject to current prices in effect at the time of order acknowledgment. F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory. Elgin reserves the right to increase the order price set forth in this Proposal Summary at any time before delivery to Buyer to reflect any increase in Elgin's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Elgin. Elgin shall provide Buyer with prompt electronic notice of any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

**PAYMENT TERMS:** The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Elgin receives full payment, Elgin shall maintain a purchase money security interest in the product.

**CANCELLATION:** Orders cannot be canceled except upon terms that will compensate Elgin for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

**SHIPMENT:** All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Elgin to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Elgin shall be liable only for ordinary care of the property.

**STORAGE CHARGES:** Elgin shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Elgin is at the customer's or other party's risk. Elgin is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

**PERFORMANCE:** Elgin shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

**EXPERIMENTAL WORK:** Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.





SKETCHES, ENGINEERING DRAWINGS, MODELS, and all preparatory work created or furnished by Elgin, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Elgin.

TAXES: Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to any changes made to Buyer's initial order placed hereunder or to any changes to applicable sales and use tax laws. However, Elgin Manufacturing, Inc. shall be responsible for Federal Excise Tax(F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Elgin will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Elgin.

PRODUCT IMPROVEMENTS: Elgin reserves the right to change manufacturing specifications and procedures in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Elgin warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANABILITY.

IT IS UNDERSTOOD AND AGREED THE ELGIN'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL ELGIN BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING ELGIN'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

ELGIN'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT ELGIN'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE AND EXCLUSIVE REMEDY.

CHOICE OF LAW: These Terms and Conditions shall be construed according to the laws of the State of Illinois. Failure at any time by Elgin to exercise any of its rights under this agreement shall not constitute a waiver-thereof nor prejudice Elgin's right to enforce it thereafter.





COMPLETE AGREEMENT: These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Elgin unless in writing and agreed to by an authorized representative of Elgin. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:

Signed By: \_\_\_\_\_

Date: \_\_\_\_\_











## State 9<sup>th</sup> FLUM Amendment Staff Report

To: City of Dickinson Board of Commissioners  
 From: City of Dickinson Community Development Services  
 Date: March 4, 2024  
 Re: FLM-002-2024 Future Land Use Map Amendment

### OWNER/APPLICANT

Russel and Mackenzie Woodworth  
 2213 3<sup>rd</sup> Street W  
 Dickinson, ND, 58601  
 russwoodworth@hotmail.com  
 701 713 0713

### APPLICANT'S REPRESENTATIVE

Andrew Schrank  
 Highlands Engineering  
 319 24<sup>th</sup> Street East  
 Schrank@highlandseng.com  
 701 483 2444

<b>Public Hearing</b>	March 13, 2024	Planning and Zoning Commission
<b>Public Hearing</b>	March 19, 2024	City Commission
<b>Final Consideration</b>	April 2, 2024	City Commission

To consider a future land use map amendment for an unplatted parcel of land located in the southwest quarter (SW1/4) of section eleven (11), township one hundred thirty-nine north (T139N), range ninety-six west (R96W) of the fifth principal Meridian (5th.P.M.), Stark County, North Dakota. Said parcel is located within the City of Dickinson's ETZ and is generally located between 10<sup>th</sup> Ave SE and the Heart River, approximately ¼-mile north of 8<sup>th</sup> Street SE.

A companion zoning map request is also scheduled for public hearing at the March 13, 2024 Planning and Zoning Commission meeting (REZ-002-2024).

Staff Recommendation: Approval

Public Comments: No comments. One individual contacted City staff to ask for clarification of the current zoning district, as the subject property is zoned Industrial but, by appearance, might be used for agricultural purposes. Clarification of the current zoning map and Future Land Use Map were provided to the inquiring resident.



<b>CURRENT ZONING</b>	<b>GI</b>
<b>FUTURE LAND USE MAP DESIGNATION</b>	<b>Industrial</b>
<b>GROSS SITE ACREAGE</b>	<b>+/- 27.83 acres</b>
<b>LOTS PROPOSED</b>	<b>N/A</b>

<b>NEARBY ZONING &amp; LAND USE</b>		
<b>Direction</b>	<b>Zoning</b>	<b>Land Use</b>
North	GI / AG	Riparian area / general industrial use
East	AG	Agriculture / single-family residence
South	RR / AG	Riparian area / single-family residential
West	GI	Undeveloped

## COMPATIBILITY, COMPLIANCE, AND RECOMMENDATIONS

### Compatibility with Comprehensive Plan

Policy 1.3.4 of the Chapter 4 Land Use of the City of Dickinson Comprehensive Plan states the following:

The City shall review FLUM amendments applications and shall take into consideration and record as findings of fact in an ordinance that approves a requested Future Land Use Map Amendment the following factors:

- Impact to the FLUM.
- Consistency with comprehensive plan policies and all other city plans.
- Availability of city infrastructure to serve the property in which the FLUM amendment is requested.
- Location of the property in relation to planned thoroughfares and the availability and cost to the City to provide infrastructure.
- Compatibility of the requested future land use designation in relation to abutting or adjacent future land use designations.
- Extent to which the requested future land use designation establishes or reinforces an urban sprawl pattern of development as opposed to an orderly, compact form of development.
- Whether the first two phases of the Capital Improvement Program include programmed improvements in the area where the FLUM amendment is proposed.
- Short-term and long-term fiscal impacts to the City of approving the FLUM amendment.

Staff has reviewed the applicant's responses to Policy 1.3.4, and staff concurs with those responses. Therefore, staff finds the request to follow the City of Dickinson Comprehensive Plan. As the property is located within the City's ETZ and outside of the Urban Service Area, and due to the physical constraints which would limit the intensity and density of future development, the proposed FLUM amendment will not impact the City's costs to provide and maintain essential infrastructure.

**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 FLM-002-2024.

**MOTIONS:**

**\*\*\*Approval\*\*\***

*"I move the City of Dickinson Planning and Zoning Commission recommend approval of **FLM-002-2024** as being compliant with the City of Dickinson Comprehensive Plan 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 **FLM-002-2024** as NOT being compliant with the City of Dickinson Comprehensive Plan and as being contrary to interest of the public health, safety and welfare."*



## Transmittal Letter

**To:** Matthew Galibert – City Planner  
City of Dickinson  
38 1<sup>st</sup> Street West  
Dickinson, ND 58601

**From:** Andrew Schrank, PE  
Highlands Engineering  
319 24<sup>th</sup> Street East  
Dickinson, ND 58601  
701.483.2444  
schrank@highlandseng.com

**Date:** January 26, 2024

**Re:** FLUM Application – Russell and Mackenzie Woodworth

**Message:** Enclosed you will find the following FLUM application documents for the above referenced project being submitted for consideration at the March Planning and Zoning Meeting:

- Pre-submittal Meeting Letter
- Narrative (included, below) of the Project Description
- Written Statement (included, below) per Policy 1.3.3. of the Comprehensive Plan
- Legal Descriptions (included, below) for the Proposed FLUM Designations
- Warranty Deed for the Property
- Map of Proposed FLUM Changes
- Flood Hazard Areas from City’s GIS Information
- Aerial Image of Property

### **FLUM Requested Change**

The applicant is requesting a change from Industrial to Agricultural for the area described by this application.

**office** 701 483 2444  
**fax** 701 483 2610

**email** info@highlandseng.com  
**web** www.highlandseng.com

Highlands Engineering & Surveying, PLLC  
319 24th Street East | Dickinson, ND 58601

**Legal Description of Proposed FLUM Changes**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW<sub>1/4</sub>) OF SECTION ELEVEN (11), TOWNSHIP ONE HUNDRED THIRTY-NINE NORTH (T139N), RANGE NINETY-SIX WEST (R96W) OF THE FIFTH PRINCIPAL MERIDIAN (5TH.P.M.), STARK COUNTY, NORTH DAKOTA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION ELEVEN (11), SAID POINT BEING A REBAR AND CAP LS-2884; THENCE S 00°04'18" W ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER (SW<sub>1/4</sub>), A DISTANCE OF 558.76 FEET; THENCE N 89°39'28" E, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A REBAR; THENCE CONTINUING N 89°39'28" E, A DISTANCE OF 646.24 FEET TO A REBAR; THENCE S 28°22'03" E, A DISTANCE OF 384.74 FEET TO A REBAR; THENCE N 89°38'49" E, A DISTANCE OF 439.88 FEET TO A REBAR; THENCE N 28°56'24" W, A DISTANCE OF 111.04 FEET TO A REBAR; THENCE N 89°37'47" E, A DISTANCE OF 60.00 FEET TO A REBAR, A POINT WHICH LIES ON THE APPROXIMATE CENTERLINE OF THE HEART RIVER; THENCE S 31°47'04" E ALONG SAID CENTERLINE, A DISTANCE OF 196.80 FEET; THENCE S 20°35'56" E ALONG SAID CENTERLINE, A DISTANCE OF 387.42 FEET; THENCE S 11°25'32" E ALONG SAID CENTERLINE, A DISTANCE OF 111.01 FEET; THENCE S 20°56'41" W ALONG SAID CENTERLINE, A DISTANCE OF 83.98 FEET; THENCE S 42°44'22" W ALONG SAID CENTERLINE, A DISTANCE OF 122.50 FEET; THENCE S 54°11'50" W ALONG SAID CENTERLINE, A DISTANCE OF 129.93 FEET; THENCE S 62°06'30" W ALONG SAID CENTERLINE, A DISTANCE OF 141.10 FEET; THENCE S 63°03'58" W ALONG SAID CENTERLINE, A DISTANCE OF 103.76 FEET; THENCE S 84°05'20" W ALONG SAID CENTERLINE, A DISTANCE OF 276.28 FEET; THENCE S 89°39'57" W ALONG SAID CENTERLINE, A DISTANCE OF 37.39 FEET, A POINT AT WHICH SAID CENTERLINE INTERSECTS WITH THE EAST RIGHT-OF-WAY LINE OF EAST BROADWAY STREET; THENCE N 14°59'18" E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 40.32 FEET, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 132.93 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 70°54'15" AND AN ARC DISTANCE OF 164.50 FEET (CHORD DIRECTION N 20°27'49" W, CHORD DISTANCE 154.20 FEET) TO A REBAR; THENCE N 54°25'00" ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 836.90 FEET TO A REBAR, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 157.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°29'18" AND AN ARC DISTANCE OF 149.31 FEET (CHORD DIRECTION N 27°10'21" W, CHORD DISTANCE 143.74 FEET) TO A REBAR; THENCE N 00°04'18" E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 460.98 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 27.83 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES AND SURVEYS.



## Project Description

This property was recently purchased by the Applicants and current Owners, Russell and Mackenzie Woodworth, with the intention of building their primary residence within this site and creating a “hobby farm”. The current Future Land Use Map (FLUM) depicts this property as *Industrial* and the current zoning is *General Industrial (GI)* which does not allow for this proposed residential or agricultural use. Therefore, this FLUM Amendment and subsequent zone change to *Agricultural* are being requested.

In reviewing the land uses surrounding this site that are present to date, they are predominantly agricultural and residential, which would make this proposed change a better fit for the current surrounding land uses than the current Industrial zoning. Agricultural land and residences are present around all sides of this site, including a residence to the east that was recently constructed about 10 years ago.

The Heart River creates the eastern boundary of this property, making this an attractive piece of property for residential development due to the natural beauty of this area. However, the special flood hazard area (SFHA) created by this river makes a large portion of this property challenging and costly to develop as much of this site would need to be elevated above the floodplain for construction of structures. This makes this property challenging to develop as industrial development, but ideal for a single low-density residence and agricultural uses as proposed.

Access to this property is provided by a rural, gravel roadway along the west side of this site, 10<sup>th</sup> Avenue SE. This area is also located outside of the City’s Corporate Limits in the City’s ETZ, and it is outside of the City’s Urban Service Area. The lack of urban infrastructure (i.e. paved urban roadways, water, sanitary sewer, storm sewer) available to this site makes this area even more difficult and costly to develop with Industrial uses. Therefore, the low-density use with limited infrastructure demand that is proposed is the most feasible use of this property for the foreseeable future.

The FLUM amendment and zone change will not create “pocket zoning” as the FLUM map depicts residential zoning south and east of this site, and the zoning map depicts Rural Residential and Agricultural zoning south and east of this site. Therefore, this proposal fits with the surrounding zoning designations.

### Written Statement per Policy 1.3.3. of the City’s Comprehensive Plan

#### Impact to the Future Land Use Map (FLUM)

This application would revise the FLUM from Industrial to Agricultural within the area described.

#### Consistency with the Comprehensive Plan policies and all other City plans

This application is consistent with the current Comprehensive Plan policies. Approving this FLUM amendment will allow for the subsequent zone change and proposed residence and farm to be constructed within this site to be consistent with the City’s ordinances if these applications are approved as proposed.

#### Availability of city infrastructure to serve the property in which the Future Land Use Map amendment is requested

This property is located outside of the City’s Urban Service Area boundary, so it would not be served by City infrastructure for the foreseeable future.

#### Location of the property in relation to planned thoroughfares and the availability and cost to the City to provide infrastructure

This property is located outside of the City’s Urban Service Area boundary, so it would not be served by City infrastructure for the foreseeable future.

#### Compatibility of the requested future land use designation in relation to abutting or adjacent future land use designations

The FLUM amendment would create an Agricultural designation within an area that is surrounded by residential designations to the south, east, and west, with an industrial designation to the north. Although this proposal may not be the same as the surrounding land use designations, it is consistent with the current uses of the surrounding property which are largely agricultural and residential. It also fits with the existing zoning that has been established to the south, east, and west. Due to the lack of available infrastructure and the special flood hazard area, higher density or more intensive development of this property is likely not feasible. Therefore, we feel that this FLUM designation is appropriate for this property based on the site constraints.

#### Extent to which the future land use designation establishes or reinforces an urban sprawl pattern of development as opposed to an orderly, compact form of development

This residence would be located just outside the City’s corporate limits in an area that has seen similar residential development in the last several years. Therefore, this proposal fits with the surroundings in the area. Furthermore, due to infrastructure availability and the special flood hazard area within this site, high-density, urban development is likely not feasible within this property for the foreseeable future.

Whether the first two phases of the Capital Improvement Program include programmed improvements in the area where the Future Land Use Map amendment is proposed

This property is located outside of the City's Urban Service Area boundary, so no improvements were proposed by these phases of the Comprehensive Plan.

Short-term and long-term fiscal impacts to the City of approving the Future Land Use Map amendment

This property is located outside of the City's Urban Service Area boundary, so it would not be served by City infrastructure for the foreseeable future. This property is also located outside of the City's Corporate Limits. Therefore, this change will have no fiscal impact to the City.

Your consideration of this request is greatly appreciated. Feel free to contact me for any additional information or questions regarding this submittal. Thank You!



**Andrew Schrank, PE, CFM**  
**Highlands Engineering**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



### Unified Development Application

Have you met with Planning Staff regarding your application? **Yes**

Please upload the letter or counseling form you received following your pre-application meeting: [Pre-Application Response.pdf](#)

Type of Development **Future Land Use Map Amendment**

Name **Russell and Mackenzie Woodworth**

Company **n/a**

Applicant Email **Russwoodworth@hotmail.com**

Applicant Phone # **(701) 713-0713**

Applicant Representative (if applicable) **Andrew Schrank**

Applicant Representative Company **Highlands Engineering**

Applicant Representative Email **schrank@highlandseng.com**

Applicant Representative Phone # **(701) 483-2444**

Owner Name **Russell and Mackenzie Woodworth**

Owner Address 2212 3rd Street W, Dickinson, ND, 58601

Owner Email Russwoodworth@hotmail.com

Owner Phone # (701) 713-0713

Is the owner present to Sign

Owner Signature Upload [241265\\_Owner Signature\\_2024-01-22.pdf](#)

Will this application require any other action to complete the development?

Metes and Bounds Description

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION ELEVEN (11), TOWNSHIP ONE HUNDRED THIRTY-NINE NORTH (T139N), RANGE NINETY-SIX WEST (R96W) OF THE FIFTH PRINCIPAL MERIDIAN (5TH.P.M.), STARK COUNTY, NORTH DAKOTA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID CURVE THROUGH A CENTRAL ANGLE OF 70°54'15" AND AN ARC DISTANCE OF 164.50 FEET (CHORD DIRECTION N 20°27'49" W, CHORD DISTANCE 154.20 FEET) TO A REBAR; THENCE N 54°25'00" ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 836.90 FEET TO A REBAR, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 157.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°29'18" AND AN ARC DISTANCE OF 149.31 FEET (CHORD DIRECTION N 27°10'21" W, CHORD DISTANCE 143.74 FEET) TO A REBAR; THENCE N 00°04'18" E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 460.98 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 27.83 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES AND SURVEYS.

	1/4 Section	Township	Range
Description	SW1/4 Section 11	T139N	R96W

Legal - Lot/Block/Addition

	Lot	Block	Addition
Description	n/a	n/a	n/a

Property Address / General Project Location

Property is generally located between 10th Ave SE and the Heart River approximately 1/4-mile north of 8th Street SE.

Total Square Footage or Acreage of Subject Property

27.83 acres

Proposed Month for Consideration

March

Existing Future Land Use Map Category

Industrial

Proposed Future Land Use Map Category

Agricultural

Existing Zoning

GI - General Industrial

Existing Use

Agriculture

Overlay District Description

n/a

Transmittal Letter (Explanation of Request & Proposed Operations) [241265\\_Transmittal-FLUM\\_2024-01-18.pdf](#)

Map of Proposed  
Amendment to Future  
Land Use Map - Drawn to  
Scale

[241265\\_Aerial Map\\_2024-01-18.pdf](#)  
[241265\\_FLUM Map\\_2024-01-18.pdf](#)  
[241265\\_Flood Hazard Map\\_2024-01-17.pdf](#)

Rezone Calc Multiplier 0

Minor Platting Multiplier 0

Prelim Platting Multiplier 0

Major Platting Multiplier 0

Application Calc 750

Deed for Property [3180690\\_Deed.pdf](#)

Application Fees      Applicable Fees      750.00 USD

---

Total:      \$750.00  
Transaction ID:      8e7vmknf

==Payer Info==

First Name      Andrew  
Last Name      Schrank  
E-Mail      Russwoodworth@hotmail.com

Applicant Signature



Date      01-25-2024

---

You can [edit this submission](#) and [view all your submissions](#) easily.



## PLANNING DEPARTMENT

**Date:** December 12, 2023

**Attn:** Russel Woodworth  
2212 3rd St W  
Dickinson, ND, 58601  
(701) 713-0713/ [russwoodworth@hotmail.com](mailto:russwoodworth@hotmail.com)

**CC:** Cindy Fetch

**RE:** November 28, 2023 Pre-application Meeting Response Letter Regarding "700 Block 10<sup>th</sup> Ave SE" (exhibited by Appendix A)

Dear Mr. Woodworth,

Thank you for meeting with City staff on November 28, 2023 for a discussion regarding your development request. This letter serves as an outline of the request, a summary of the pre-application meeting discussion, and individualized responses from Planning, Building, Engineering, Fire Department, Assessing, and/or Public Works Departments. Links to information regarding development application processes are located at the end of this document.

**In Attendance:**

Russel Woodworth, Applicant  
Mark Selle, Deputy Fire Chief  
Josh Skluzacek, City Engineer and Community Development Director  
Dustin Dassinger, City Administrator  
Steve Josephson, City/County Planner  
Sylvia Miller, Executive Assistant to the Community Development Director  
Loretta Marshik, Assistant City Engineer

**Executive Summary:**

Russel Woodworth initiated contact with City staff over the phone with Matthew Galibert, City Planner, to ask for clarity regarding the feasibility to rezone and develop the subject property such that a "hobby farm" and single-family residence may be established. Prior to the pre-application meeting, Mr. Galibert had visited the property and reviewed floodplain considerations with Loretta Marshik, Assistant City Engineer. Staff concurs with the applicant's primary complaint: the subject property is not suitable for industrial development. Planning





staff is in support of the applicant's possible petition to rezone the property from GI to AG. This position may change upon further review.

The applications required will include a rezone petition and a Future Land Use Map Amendment. More specific guidance is provided below, and staff will remain available to answer any further questions before, during, and after development applications.

**Project Description:** "Changing zoning from industrial to residential agriculture."

**Documents provided to the City of Dickinson at the time of the development meeting:**

- Aerial view of property

**Requests/Questions from the applicant:**

- What paperwork can we provided to assist with the process?
- What timeframe are we looking at to complete the process?
- How likely are we to get this parcel's zoning changed?

**Listed below are the City of Dickinson's comments related to your pre-submittal request:**

**Planning:**

The 27-acre property is located outside of City limits in the City's Extra Territorial Zone (ETZ). This property is currently zoned General Industrial (GI). According to Article 39.04 Zoning District Regulations of the Zoning Ordinances, residential uses, as well as most agricultural uses, are not permitted in the GI zoning district.

To permit construction of a single-family residence and agricultural uses other than horticulture, the property would need to be rezoned from the GI district to the Agricultural (AG) zoning district. This property is designated on Future Land Use Map (FLUM) in the City Comprehensive Plan as INDUSTRIAL. To allow for a rezoning from GI to AG the Future Land Use Map designation would require amending for AGRICULTURE.

Amending the FLUM to AGRICULTURE, as well as rezoning the property from GI at AG, would each require a public hearing before the City's Planning and Zoning Commission as well as two City Commission readings. Applications for a FLUM amendment and rezone can be applied for and considered concurrently.

Based on current knowledge and information, Planning Department staff can provide preliminary support to such applications. Key reasoning to present to commissioners would be that due to floodplain constraints, buildings cannot be constructed on most of this property, rendering industrial development improbable. By contrast, a single residence outside of the floodplain and permitted (non-structural / no-foundation) agricultural appurtenances may yield a more suitable land use compatibility outcome.

During the pre-application meeting, staff suggested a possible requirement to also plat this property. Upon further scrutiny, we have determined that due to the acreage of the lot, a subdivision plat will not be required to either rezone or develop this property according to the development plans as communicated within this letter.

Should you wish to submit an application to rezone, Planning staff will represent your application at the next available Planning & Zoning Commission meeting. Please contact [matthew.galibert@dickinsongov.com](mailto:matthew.galibert@dickinsongov.com) at any time with any further questions or concerns.

**Engineering:**

- Floodplain
  - The property is located in FIRM Panel 38089C0432E with a large portion of the property located in Zone AE
  - Building within the floodplain is not allowed.
  - Many funding sources will require flood insurance for any structure, especially residential, in which a portion of the property to be developed lies in the floodplain.
  - An elevation certificate will be required at the completion of the construction of any residence.
  - The current & proposed Flood Insurance Rate Map (FIRM) information can be viewed at the following location:  
<https://www.arcgis.com/apps/webappviewer/index.html?id=e7a7dc3ebd7f4ad39bb8e485bb64ce44>
- Streets
  - Al Heiser  
[AHeiser@starkcountynd.gov](mailto:AHeiser@starkcountynd.gov)  
Stark County Road and Bridge Superintendent
- Traffic
  - None
- Water
  - Work with either Southwest Water or the Southwest Health District for a water well
- Sanitary Sewer
  - Work with Southwest Health District for a septic system permit
- Storm Sewer
  - None

**Assessing:** No comments.

**Fire Department:** No comments.

**Parks & Recreation:** No comments.

**Public Works:** No comments.

**Buildings Official:**

- Building fire suppression requirements by the City of Dickinson are no more stringent than the International Building Code.
- A building permit application will be required to follow the City of Dickinson Municipal Code
- Plumbing inspections will be provided by the City of Dickinson.
- Electric inspections will be provided by the State of North Dakota.

---

This letter assumes to be specific to only property owned and operated by, or represented by, the individuals listed and underlined above, and no other significant changes from what is included in the background information and request to the City of Dickinson. If significant changes from what is included in this letter occur, the City of Dickinson recommendations and requirements will likely change. All development inquiries and applications contain differing degrees of unique attributes; therefore, if findings of fact necessitate withdrawal of prior staff support, application fees will be refunded. The City of Dickinson assumes no liability regarding financial loss if denial or withdrawal results in negative impacts to third-party financial agreements entered into by the applicant.

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<https://cityofdickinson.maps.arcgis.com/home/index.html>

Municipal codes directory:

<https://www.dickinsongov.com/government/page/municipal-code>

Upcoming Planning & Zoning / City Commission meetings:

<https://www.dickinsongov.com/meetings>

Applications Portal:

<https://www.dickinsongov.com/government/page/application-portal>

Thank you once again for discussing this development concept with City of Dickinson staff and please do not hesitate to contact staff further:

Planning: 701.456.7812 / [matthew.galibert@dickinsongov.com](mailto:matthew.galibert@dickinsongov.com).

Community Development Administration: 701.456.7020 / [sylvia.miller@dickinsongov.com](mailto:sylvia.miller@dickinsongov.com)

Sincerely,



Matthew P. Galibert  
City Planner



Joshua M. Skluzacek  
Engineering and Community Development  
Director

**Appendices:**

**A) Subject parcel – 700 Block 10<sup>th</sup> Ave SE**



*Subject parcel*

**B) Relevant Submittal Requirements. All applications must be complete and submitted by the first Friday of the month prior to the desired public hearing date.**

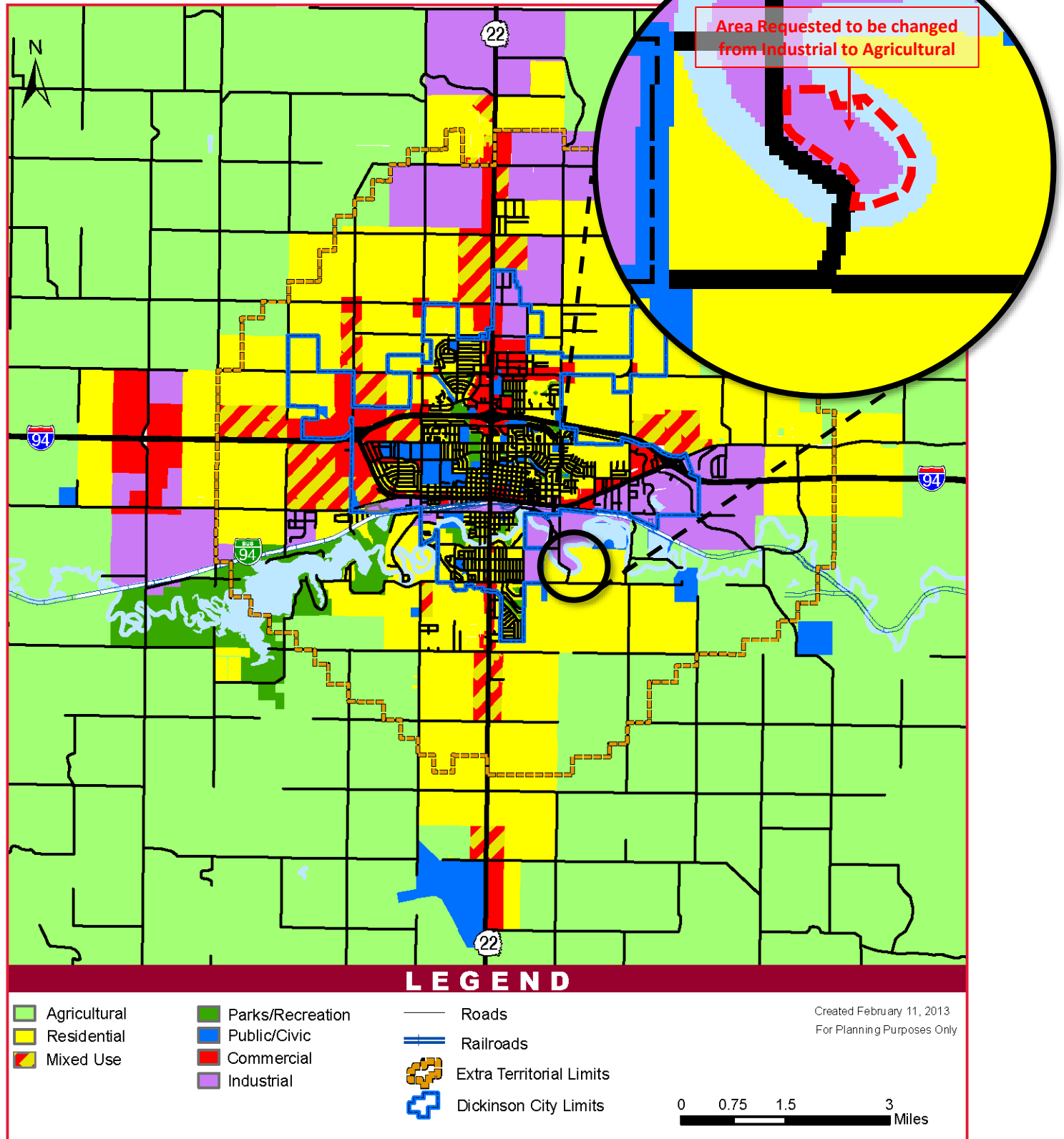
Zoning Map Amendment (\$250.00):

- Pre-Application Date / Response Letter
- Transmittal letter / narrative describing proposed operations/activities and reasons for the application.
- Title Opinion reflecting ownership by Applicant(s)
  - If applicant does not own the subject property, also include affidavit of interests / agent of owner statement indicating legal interest by the property owner.
- Map of area to be rezoned
- Legal description of area to be rezoned, including lots and blocks by district if multiple zoning district are requested
- Signed development agreement
- A list of property owners, addresses, and legal descriptions within 400-feet of the property (Right-of-Way Included)

Future Land Use Map Amendment (\$750.00):

- Pre-Application Date / Response Letter
- Transmittal letter / narrative describing proposed operations/activities and reasons for the application.
- Title Opinion reflecting ownership by Applicant(s)
  - If applicant does not own the subject property, also include affidavit of interests / agent of owner statement indicating legal interest by the property owner.
- Map of proposed amendment to Future Land Use Plan, drawn to scale, in digital form (.pdf)

Figure 2: City of Dickinson Future Land Use Map



SOURCE: KLJ

# FLM-002-2024

## Future Land Use Map Amendment

### Industrial to Agricultural



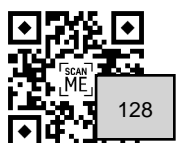
FUTURE LAND USE MAP REQUEST

**FLM-002-2024** A request to amend the Future Land Use Map from Industrial to Agricultural for a parcel of unplatted land located in the SW ¼ of Section 11, Township 139N, Range 96W, located in the City of Dickinson's ETZ. The site consists of +/- 27.83 acres.

Both the Planning and Zoning Commission and City staff recommend approval. This is the second reading. There have been no changes since the first reading.

Steve

City/County Planner





**ORDINANCE NO. 1794**

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP

WHEREAS, the City of Dickinson has adopted its Comprehensive Plan and Transportation Plan; and

WHEREAS, the Comprehensive Plan and Transportation Plan contains a Future Land Use Map, along with procedures to amend the Future Land Use Map; and

WHEREAS, the City has received an application to amend the Future Land Use Map; and

WHEREAS, in amending the Future Land Use Map, the Board of City Commissioners has taken into consideration the following:

- Impact to the Future Land Use Map;
- Consistency with the Comprehensive Plan policies and all other City plans;
- Availability of city infrastructure to serve the property in which the Future Land Use Map amendment is requested;
- Location of the property in relation to planned thoroughfares and the availability and cost to the City to provide infrastructure;
- Compatibility of the requested future land use designation in relation to abutting or adjacent future land use designations;
- Extent to which the requested future land use designation establishes or reinforces an urban sprawl pattern of development as opposed to an orderly, compact form of development;
- Whether the first two phases of the Capital Improvement Program include programmed improvements in the area where the Future Land Use Map amendment is proposed; and
- Short-term and long-term fiscal impacts to the City of approving the Future Land Use Map amendment;

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

Section 1: An amendment to the Future Land Use Map of the City of Dickinson is hereby approved as follows

1. To reclassify the following legally-described property from a future land use designation of Industrial to Agricultural:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION ELEVEN (11), TOWNSHIP ONE HUNDRED THIRTY-NINE NORTH (T139N), RANGE NINETY-SIX WEST (R96W) OF THE FIFTH PRINCIPAL MERIDIAN (5TH.P.M.), STARK COUNTY, NORTH DAKOTA BEING MORE PARTICULARLY

DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION ELEVEN (11), SAID POINT BEING A REBAR AND CAP LS-2884; THENCE S 00°04'18" W ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER (SW1/4), A DISTANCE OF 558.76 FEET; THENCE N 89°39'28" E, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A REBAR; THENCE CONTINUING N 89°39'28" E, A DISTANCE OF 646.24 FEET TO A REBAR; THENCE S 28°22'03" E, A DISTANCE OF 384.74 FEET TO A REBAR; THENCE N 89°38'49" E, A DISTANCE OF 439.88 FEET TO A REBAR; THENCE N 28°56'24" W, A DISTANCE OF 111.04 FEET TO A REBAR; THENCE N 89°37'47" E, A DISTANCE OF 60.00 FEET TO A REBAR, A POINT WHICH LIES ON THE APPROXIMATE CENTERLINE OF THE HEART RIVER; THENCE S 31°47'04" E ALONG SAID CENTERLINE, A DISTANCE OF 196.80 FEET; THENCE S 20°35'56" E ALONG SAID CENTERLINE, A DISTANCE OF 387.42 FEET; THENCE S 11°25'32" E ALONG SAID CENTERLINE, A DISTANCE OF 111.01 FEET; THENCE S 20°56'41" W ALONG SAID CENTERLINE, A DISTANCE OF 83.98 FEET; THENCE S 42°44'22" W ALONG SAID CENTERLINE, A DISTANCE OF 122.50 FEET; THENCE S 54°11'50" W ALONG SAID CENTERLINE, A DISTANCE OF 129.93 FEET; THENCE S 62°06'30" W ALONG SAID CENTERLINE, A DISTANCE OF 141.10 FEET; THENCE S 63°03'58" W ALONG SAID CENTERLINE, A DISTANCE OF 103.76 FEET; THENCE S 84°05'20" W ALONG SAID CENTERLINE, A DISTANCE OF 276.28 FEET; THENCE S 89°39'57" W ALONG SAID CENTERLINE, A DISTANCE OF 37.39 FEET, A POINT AT WHICH SAID CENTERLINE INTERSECTS WITH THE EAST RIGHT-OF-WAY LINE OF EAST BROADWAY STREET; THENCE N 14°59'18" E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 40.32 FEET, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 132.93 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 70°54'15" AND AN ARC DISTANCE OF 164.50 FEET (CHORD DIRECTION N 20°27'49" W, CHORD DISTANCE 154.20 FEET) TO A REBAR; THENCE N 54°25'00" ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 836.90 FEET TO A REBAR, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 157.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°29'18" AND AN ARC DISTANCE OF 149.31 FEET (CHORD DIRECTION N 27°10'21" W, CHORD DISTANCE 143.74 FEET) TO A REBAR; THENCE N 00°04'18" E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 460.98 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 27.83 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES AND SURVEYS.

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.

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Scott Decker, President  
Board of City Commissioners

ATTEST

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Dustin Dassinger  
Dickinson City Administrator

First Reading: March 18, 2024  
Second Reading: April 2, 2024  
Final Passage: April 2, 2024





## State 9<sup>th</sup> FLUM Amendment Staff Report

To: City of Dickinson Board of Commissioners  
 From: City of Dickinson Community Development Services  
 Date: March 4, 2024  
 Re: FLM-002-2024 Future Land Use Map Amendment

### OWNER/APPLICANT

Russel and Mackenzie Woodworth  
 2213 3<sup>rd</sup> Street W  
 Dickinson, ND, 58601  
 russwoodworth@hotmail.com  
 701 713 0713

### APPLICANT'S REPRESENTATIVE

Andrew Schrank  
 Highlands Engineering  
 319 24<sup>th</sup> Street East  
 Schrank@highlandseng.com  
 701 483 2444

<b>Public Hearing</b>	March 13, 2024	Planning and Zoning Commission
<b>Public Hearing</b>	March 19, 2024	City Commission
<b>Final Consideration</b>	April 2, 2024	City Commission

To consider a future land use map amendment for an unplatted parcel of land located in the southwest quarter (SW1/4) of section eleven (11), township one hundred thirty-nine north (T139N), range ninety-six west (R96W) of the fifth principal Meridian (5th.P.M.), Stark County, North Dakota. Said parcel is located within the City of Dickinson's ETZ and is generally located between 10<sup>th</sup> Ave SE and the Heart River, approximately ¼-mile north of 8<sup>th</sup> Street SE.

A companion zoning map request is also scheduled for public hearing at the March 13, 2024 Planning and Zoning Commission meeting (REZ-002-2024).

Staff Recommendation: Approval

Public Comments: No comments. One individual contacted City staff to ask for clarification of the current zoning district, as the subject property is zoned Industrial but, by appearance, might be used for agricultural purposes. Clarification of the current zoning map and Future Land Use Map were provided to the inquiring resident.



<b>CURRENT ZONING</b>	<b>GI</b>
<b>FUTURE LAND USE MAP DESIGNATION</b>	<b>Industrial</b>
<b>GROSS SITE ACREAGE</b>	<b>+/- 27.83 acres</b>
<b>LOTS PROPOSED</b>	<b>N/A</b>

<b>NEARBY ZONING &amp; LAND USE</b>		
<b>Direction</b>	<b>Zoning</b>	<b>Land Use</b>
North	GI / AG	Riparian area / general industrial use
East	AG	Agriculture / single-family residence
South	RR / AG	Riparian area / single-family residential
West	GI	Undeveloped

## COMPATIBILITY, COMPLIANCE, AND RECOMMENDATIONS

### Compatibility with Comprehensive Plan

Policy 1.3.4 of the Chapter 4 Land Use of the City of Dickinson Comprehensive Plan states the following:

The City shall review FLUM amendments applications and shall take into consideration and record as findings of fact in an ordinance that approves a requested Future Land Use Map Amendment the following factors:

- Impact to the FLUM.
- Consistency with comprehensive plan policies and all other city plans.
- Availability of city infrastructure to serve the property in which the FLUM amendment is requested.
- Location of the property in relation to planned thoroughfares and the availability and cost to the City to provide infrastructure.
- Compatibility of the requested future land use designation in relation to abutting or adjacent future land use designations.
- Extent to which the requested future land use designation establishes or reinforces an urban sprawl pattern of development as opposed to an orderly, compact form of development.
- Whether the first two phases of the Capital Improvement Program include programmed improvements in the area where the FLUM amendment is proposed.
- Short-term and long-term fiscal impacts to the City of approving the FLUM amendment.

Staff has reviewed the applicant's responses to Policy 1.3.4, and staff concurs with those responses. Therefore, staff finds the request to follow the City of Dickinson Comprehensive Plan. As the property is located within the City's ETZ and outside of the Urban Service Area, and due to the physical constraints which would limit the intensity and density of future development, the proposed FLUM amendment will not impact the City's costs to provide and maintain essential infrastructure.

**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 FLM-002-2024.

**MOTIONS:**

**\*\*\*Approval\*\*\***

*"I move the City of Dickinson Planning and Zoning Commission recommend approval of **FLM-002-2024** as being compliant with the City of Dickinson Comprehensive Plan 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 **FLM-002-2024** as NOT being compliant with the City of Dickinson Comprehensive Plan and as being contrary to interest of the public health, safety and welfare."*





## PLANNING DEPARTMENT

**Date:** December 12, 2023

**Attn:** Russel Woodworth  
2212 3rd St W  
Dickinson, ND, 58601  
(701) 713-0713/ [russwoodworth@hotmail.com](mailto:russwoodworth@hotmail.com)

**CC:** Cindy Fetch

**RE:** November 28, 2023 Pre-application Meeting Response Letter Regarding "700 Block 10<sup>th</sup> Ave SE" (exhibited by Appendix A)

Dear Mr. Woodworth,

Thank you for meeting with City staff on November 28, 2023 for a discussion regarding your development request. This letter serves as an outline of the request, a summary of the pre-application meeting discussion, and individualized responses from Planning, Building, Engineering, Fire Department, Assessing, and/or Public Works Departments. Links to information regarding development application processes are located at the end of this document.

**In Attendance:**

Russel Woodworth, Applicant  
Mark Selle, Deputy Fire Chief  
Josh Skluzacek, City Engineer and Community Development Director  
Dustin Dassinger, City Administrator  
Steve Josephson, City/County Planner  
Sylvia Miller, Executive Assistant to the Community Development Director  
Loretta Marshik, Assistant City Engineer

**Executive Summary:**

Russel Woodworth initiated contact with City staff over the phone with Matthew Galibert, City Planner, to ask for clarity regarding the feasibility to rezone and develop the subject property such that a "hobby farm" and single-family residence may be established. Prior to the pre-application meeting, Mr. Galibert had visited the property and reviewed floodplain considerations with Loretta Marshik, Assistant City Engineer. Staff concurs with the applicant's primary complaint: the subject property is not suitable for industrial development. Planning



staff is in support of the applicant's possible petition to rezone the property from GI to AG. This position may change upon further review.

The applications required will include a rezone petition and a Future Land Use Map Amendment. More specific guidance is provided below, and staff will remain available to answer any further questions before, during, and after development applications.

**Project Description:** "Changing zoning from industrial to residential agriculture."

**Documents provided to the City of Dickinson at the time of the development meeting:**

- Aerial view of property

**Requests/Questions from the applicant:**

- What paperwork can we provided to assist with the process?
- What timeframe are we looking at to complete the process?
- How likely are we to get this parcel's zoning changed?

**Listed below are the City of Dickinson's comments related to your pre-submittal request:**

**Planning:**

The 27-acre property is located outside of City limits in the City's Extra Territorial Zone (ETZ). This property is currently zoned General Industrial (GI). According to Article 39.04 Zoning District Regulations of the Zoning Ordinances, residential uses, as well as most agricultural uses, are not permitted in the GI zoning district.

To permit construction of a single-family residence and agricultural uses other than horticulture, the property would need to be rezoned from the GI district to the Agricultural (AG) zoning district. This property is designated on Future Land Use Map (FLUM) in the City Comprehensive Plan as INDUSTRIAL. To allow for a rezoning from GI to AG the Future Land Use Map designation would require amending for AGRICULTURE.

Amending the FLUM to AGRICULTURE, as well as rezoning the property from GI at AG, would each require a public hearing before the City's Planning and Zoning Commission as well as two City Commission readings. Applications for a FLUM amendment and rezone can be applied for and considered concurrently.

Based on current knowledge and information, Planning Department staff can provide preliminary support to such applications. Key reasoning to present to commissioners would be that due to floodplain constraints, buildings cannot be constructed on most of this property, rendering industrial development improbable. By contrast, a single residence outside of the floodplain and permitted (non-structural / no-foundation) agricultural appurtenances may yield a more suitable land use compatibility outcome.

During the pre-application meeting, staff suggested a possible requirement to also plat this property. Upon further scrutiny, we have determined that due to the acreage of the lot, a subdivision plat will not be required to either rezone or develop this property according to the development plans as communicated within this letter.

Should you wish to submit an application to rezone, Planning staff will represent your application at the next available Planning & Zoning Commission meeting. Please contact [matthew.galibert@dickinsongov.com](mailto:matthew.galibert@dickinsongov.com) at any time with any further questions or concerns.

**Engineering:**

- Floodplain
  - The property is located in FIRM Panel 38089C0432E with a large portion of the property located in Zone AE
  - Building within the floodplain is not allowed.
  - Many funding sources will require flood insurance for any structure, especially residential, in which a portion of the property to be developed lies in the floodplain.
  - An elevation certificate will be required at the completion of the construction of any residence.
  - The current & proposed Flood Insurance Rate Map (FIRM) information can be viewed at the following location:  
<https://www.arcgis.com/apps/webappviewer/index.html?id=e7a7dc3ebd7f4ad39bb8e485bb64ce44>
- Streets
  - Al Heiser  
[AHeiser@starkcountynd.gov](mailto:AHeiser@starkcountynd.gov)  
Stark County Road and Bridge Superintendent
- Traffic
  - None
- Water
  - Work with either Southwest Water or the Southwest Health District for a water well
- Sanitary Sewer
  - Work with Southwest Health District for a septic system permit
- Storm Sewer
  - None

**Assessing:** No comments.

**Fire Department:** No comments.

**Parks & Recreation:** No comments.

**Public Works:** No comments.

**Buildings Official:**

- Building fire suppression requirements by the City of Dickinson are no more stringent than the International Building Code.
- A building permit application will be required to follow the City of Dickinson Municipal Code
- Plumbing inspections will be provided by the City of Dickinson.
- Electric inspections will be provided by the State of North Dakota.

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This letter assumes to be specific to only property owned and operated by, or represented by, the individuals listed and underlined above, and no other significant changes from what is included in the background information and request to the City of Dickinson. If significant changes from what is included in this letter occur, the City of Dickinson recommendations and requirements will likely change. All development inquiries and applications contain differing degrees of unique attributes; therefore, if findings of fact necessitate withdrawal of prior staff support, application fees will be refunded. The City of Dickinson assumes no liability regarding financial loss if denial or withdrawal results in negative impacts to third-party financial agreements entered into by the applicant.

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<https://www.dickinsongov.com/government/page/application-portal>

Thank you once again for discussing this development concept with City of Dickinson staff and please do not hesitate to contact staff further:

Planning: 701.456.7812 / [matthew.galibert@dickinsongov.com](mailto:matthew.galibert@dickinsongov.com).

Community Development Administration: 701.456.7020 / [sylvia.miller@dickinsongov.com](mailto:sylvia.miller@dickinsongov.com)

Sincerely,



Matthew P. Galibert  
City Planner



Joshua M. Skluzacek  
Engineering and Community Development  
Director

**Appendices:**

**A) Subject parcel – 700 Block 10<sup>th</sup> Ave SE**



*Subject parcel*

**B) Relevant Submittal Requirements. All applications must be complete and submitted by the first Friday of the month prior to the desired public hearing date.**

Zoning Map Amendment (\$250.00):

- Pre-Application Date / Response Letter
- Transmittal letter / narrative describing proposed operations/activities and reasons for the application.
- Title Opinion reflecting ownership by Applicant(s)
  - If applicant does not own the subject property, also include affidavit of interests / agent of owner statement indicating legal interest by the property owner.
- Map of area to be rezoned
- Legal description of area to be rezoned, including lots and blocks by district if multiple zoning district are requested
- Signed development agreement
- A list of property owners, addresses, and legal descriptions within 400-feet of the property (Right-of-Way Included)

Future Land Use Map Amendment (\$750.00):

- Pre-Application Date / Response Letter
- Transmittal letter / narrative describing proposed operations/activities and reasons for the application.
- Title Opinion reflecting ownership by Applicant(s)
  - If applicant does not own the subject property, also include affidavit of interests / agent of owner statement indicating legal interest by the property owner.
- Map of proposed amendment to Future Land Use Plan, drawn to scale, in digital form (.pdf)



## Transmittal Letter

**To:** Matthew Galibert – City Planner  
City of Dickinson  
38 1<sup>st</sup> Street West  
Dickinson, ND 58601

**From:** Andrew Schrank, PE  
Highlands Engineering  
319 24<sup>th</sup> Street East  
Dickinson, ND 58601  
701.483.2444  
schrank@highlandseng.com

**Date:** January 26, 2024

**Re:** Rezone Application – Russell and Mackenzie Woodworth

**Message:** Enclosed you will find the following Rezone application documents for the above referenced project being submitted for consideration at the March Planning and Zoning Meeting:

- Pre-submittal Meeting Letter
- Narrative (included, below) of the Project Description
- Legal Descriptions (included, below) for the Proposed FLUM Designations
- Warranty Deed for the Property
- Map of Proposed Zone Change
- Flood Hazard Areas from City's GIS Information
- Aerial Image of Property

### Rezoning Request

The applicant is requesting a change from General Industrial (GI) to Agricultural (AG) for the area described by this application.

**office** 701 483 2444  
**fax** 701 483 2610

**email** info@highlandseng.com  
**web** www.highlandseng.com

Highlands Engineering & Surveying, PLLC  
319 24th Street East | Dickinson, ND 58601

## Project Description

This property was recently purchased by the Applicants and current Owners, Russell and Mackenzie Woodworth, with the intention of building their primary residence within this site and creating a “hobby farm”. The current Future Land Use Map (FLUM) depicts this property as *Industrial* and the current zoning is *General Industrial (GI)* which does not allow for this proposed residential or agricultural use. Therefore, this FLUM Amendment and subsequent zone change to *Agricultural* are being requested.

In reviewing the land uses surrounding this site that are present to date, they are predominantly agricultural and residential, which would make this proposed change a better fit for the current surrounding land uses than the current Industrial zoning. Agricultural land and residences are present around all sides of this site, including a residence to the east that was recently constructed about 10 years ago.

The Heart River creates the eastern boundary of this property, making this an attractive piece of property for residential development due to the natural beauty of this area. However, the special flood hazard area (SFHA) created by this river makes a large portion of this property challenging and costly to develop as much of this site would need to be elevated above the floodplain for construction of structures. This makes this property challenging to develop as industrial development, but ideal for a single low-density residence and agricultural uses as proposed.

Access to this property is provided by a rural, gravel roadway along the west side of this site, 10<sup>th</sup> Avenue SE. This area is also located outside of the City’s Corporate Limits in the City’s ETZ, and it is outside of the City’s Urban Service Area. The lack of urban infrastructure (i.e. paved urban roadways, water, sanitary sewer, storm sewer) available to this site makes this area even more difficult and costly to develop with Industrial uses. Therefore, the low-density use with limited infrastructure demand that is proposed is the most feasible use of this property for the foreseeable future.

The FLUM amendment and zone change will not create “pocket zoning” as the FLUM map depicts residential zoning south and east of this site, and the zoning map depicts Rural Residential and Agricultural zoning south and east of this site. Therefore, this proposal fits with the surrounding zoning designations.

Your consideration of this request is greatly appreciated. Feel free to contact me for any additional information or questions regarding this submittal. Thank You!



**Andrew Schrank, PE, CFM**  
**Highlands Engineering**

**office** 701 483 2444  
**fax** 701 483 2610

**email** info@highlandseng.com  
**web** www.highlandseng.com

Highlands Engineering & Surveying, PLLC  
319 24th Street East | Dickinson, ND 58601

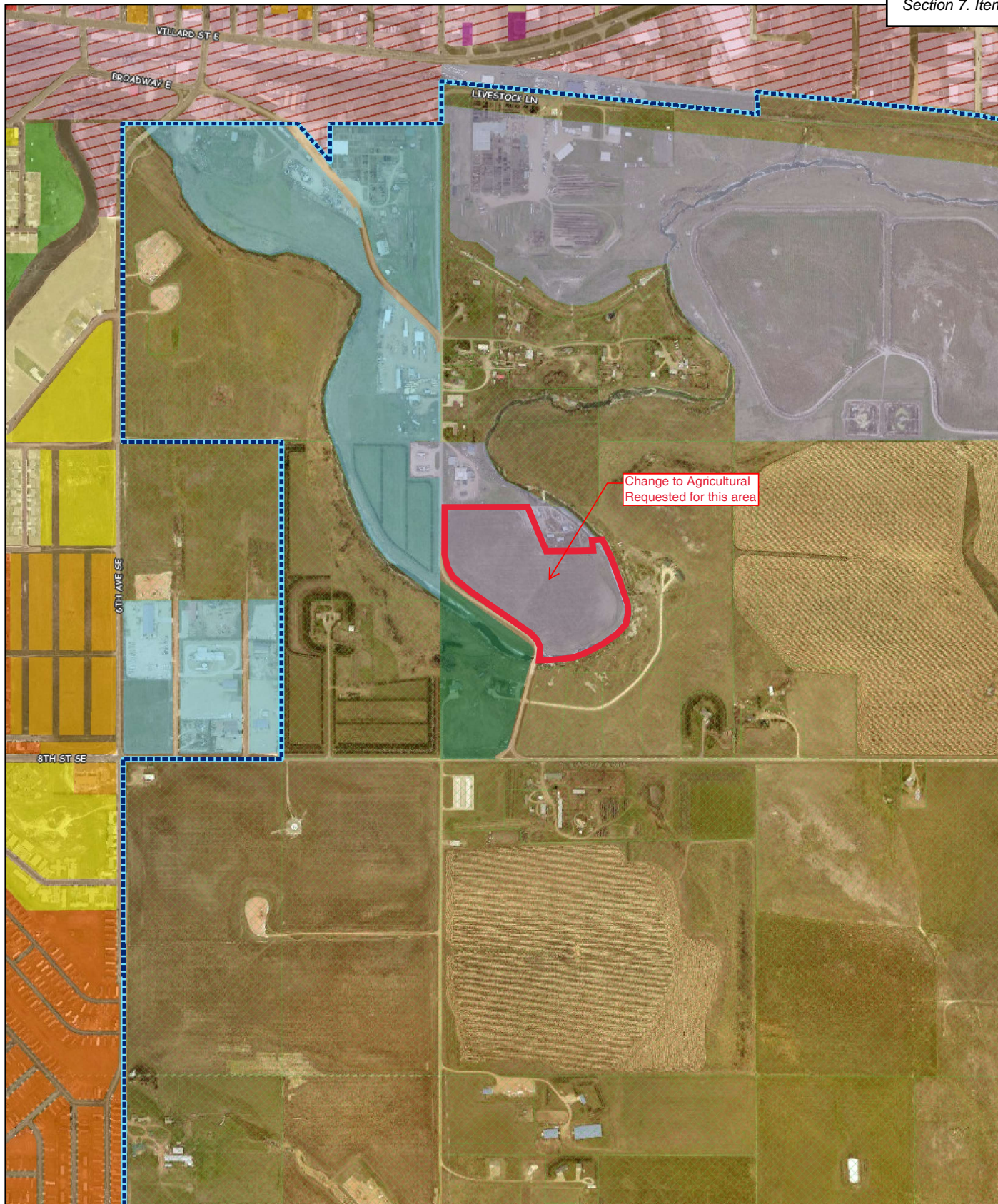


# REZ-002-2024 Rezone Petition General Industrial (GI) to Agricultural (AG)



# Dickinson Zoning Information Map

Section 7. Item B.



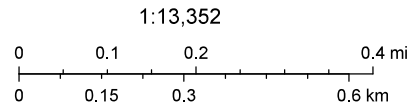
1/17/2024

- Public Street Names 25K
- Municipal Boundary
- Extra Territorial Boundary
- Dickinson Zoning**
- Community Commercial - CC
- Downtown Commercial - DC
- General Commercial - GC

- General Industrial - GI
- Limited Industrial - LI
- Low Density Residential - R1
- Medium Density Residential - R2
- High Density Residential - R3
- Mobile Home - MH

- Public - P
- Agricultural - AG
- ETZ Zoning**
- General Industrial - GI
- Limited Industrial - LI
- Rural Residential - RR
- Agricultural - AG

World Imagery  
 Low Resolution 15m Imagery  
 High Resolution 60cm Imagery  
 High Resolution 30cm Imagery  
 Citations  
 2,4m Resolution Metadata



Dickinson Engineering Department, Engineering & Planning, Maxar



## Unified Development Application

Have you met with Planning Staff regarding your application? Yes

Please upload the letter or counseling form you received following your pre-application meeting: [Pre-Application Response.pdf](#)

Type of Development **Rezoning - Zoning Map Amendment**

Name Russell and Mackenzie Woodworth

Company n/a

Applicant Email Russwoodworth@hotmail.com

Applicant Phone # (701) 713-0713

Applicant Representative (if applicable) Andrew Schrank

Applicant Representative Company Highlands Engineering

Applicant Representative Email schrank@highlandseng.com

Applicant Representative Phone # (701) 483-2444

Owner Name Russell and Mackenzie Woodworth

Owner Address 2212 3rd Street W, Dickinson, ND, 58601

Owner Email Russwoodworth@hotmail.com

Owner Phone # (701) 713-0713

Is the owner present to Sign

Owner Signature Upload [241265\\_Owner Signature\\_2024-01-22.pdf](#)

Will this application require any other action to complete the development?

Metes and Bounds Description

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION ELEVEN (11), TOWNSHIP ONE HUNDRED THIRTY-NINE NORTH (T139N), RANGE NINETY-SIX WEST (R96W) OF THE FIFTH PRINCIPAL MERIDIAN (5TH.P.M.), STARK COUNTY, NORTH DAKOTA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION ELEVEN (11), SAID POINT BEING A REBAR AND CAP LS-2884; THENCE S 00°04'18" W ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER (SW1/4), A DISTANCE OF 558.76 FEET; THENCE N 89°39'28" E, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A REBAR; THENCE CONTINUING N 89°39'28" E, A DISTANCE OF 646.24 FEET TO A REBAR; THENCE S 28°22'03" E, A DISTANCE OF 384.74 FEET TO A REBAR; THENCE N 89°38'49" E, A DISTANCE OF 439.88 FEET TO A REBAR; THENCE N 28°56'24" W, A DISTANCE OF 111.04 FEET TO A REBAR; THENCE N 89°37'47" E, A DISTANCE OF 60.00 FEET TO A REBAR, A POINT WHICH LIES ON THE APPROXIMATE CENTERLINE OF THE HEART RIVER; THENCE S 31°47'04" E ALONG SAID CENTERLINE, A DISTANCE OF 196.80 FEET; THENCE S 20°35'56" E ALONG SAID CENTERLINE, A DISTANCE OF 387.42 FEET; THENCE S 11°25'32" E ALONG SAID CENTERLINE, A DISTANCE OF 111.01 FEET; THENCE S 20°56'41" W ALONG SAID CENTERLINE, A DISTANCE OF 83.98 FEET; THENCE S 42°44'22" W ALONG SAID CENTERLINE, A DISTANCE OF 122.50 FEET; THENCE S 54°11'50" W ALONG SAID CENTERLINE, A DISTANCE OF 129.93 FEET; THENCE S 62°06'30" W ALONG SAID CENTERLINE, A DISTANCE OF 141.10 FEET; THENCE S 63°03'58" W ALONG SAID CENTERLINE, A DISTANCE OF 103.76 FEET; THENCE S 84°05'20" W ALONG SAID CENTERLINE, A DISTANCE OF 276.28 FEET; THENCE S 89°39'57" W ALONG SAID CENTERLINE, A DISTANCE OF 37.39 FEET, A POINT AT WHICH SAID CENTERLINE INTERSECTS WITH THE EAST RIGHT-OF-WAY LINE OF EAST BROADWAY STREET; THENCE N 14°59'18" E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 40.32 FEET, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 132.93 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 70°54'15" AND AN ARC DISTANCE OF 164.50 FEET (CHORD DIRECTION N 20°27'49" W, CHORD DISTANCE 154.20 FEET) TO A REBAR; THENCE N 54°25'00" ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 836.90 FEET TO A REBAR, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 157.00

FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°29'18" AND AN ARC DISTANCE OF 149.31 FEET (CHORD DIRECTION N 27°10'21" W, CHORD DISTANCE 143.74 FEET) TO A REBAR; THENCE N 00°04'18" E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 460.98 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 27.83 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES AND SURVEYS.

	1/4 Section	Township	Range
Description	SW1/4 Section 11	T139N	R96W

Legal - Lot/Block/Addition

	Lot	Block	Addition
Description	n/a	n/a	n/a

Property Address / General Project Location

Property is generally located between 10th Ave SE and the Heart River approximately 1/4-mile north of 8th Street SE.

Total Square Footage or Acreage of Subject Property

27.83 acres

Transmittal Letter (Explanation of Request & Proposed Operations)

[241265\\_Transmittal-REZONE\\_2024-01-18.pdf](#)

Existing Zoning

GI - General Industrial

Proposed Zoning

AG - Agriculture

Rezone Calc Multiplier

1

Overlay District Description

n/a

Map of Area to be Rezoned

[241265\\_Aerial Map\\_2024-01-18.pdf](#)  
[241265\\_Flood Hazard Map\\_2024-01-17.pdf](#)  
[241265\\_Zoning Map\\_2024-01-18.pdf](#)

Minor Platting Multiplier

0

Prelim Platting Multiplier

0

Major Platting Multiplier

0

Application Calc

250

Deed for Property [3180690\\_Deed.pdf](#)

Application Fees      **Applicable Fees**      250.00 USD

---

Total:      \$250.00

Transaction ID:      1g2vzxxv

**==Payer Info==**

First Name      Andrew  
Last Name      Schrank  
E-Mail      Russwoodworth@hotmail.com

Applicant Signature     

Date      01-25-2024

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You can [edit this submission](#) and [view all your submissions](#) easily.

**Attachments:** Because the total size is more than **5MB** the uploads are not attached.

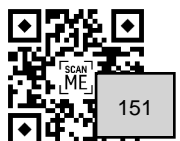
REZONE REQUEST

REZ-002-2024 A request for a Zoning Map Amendment from General Industrial (GI) to Agricultural (AG) for a parcel of unplatted land located in the SW ¼ of Section 11, Township 139N, Range 96W, located in the City of Dickinson's ETZ. The site consists of +/- 27.83 acres.

Both the Planning and Zoning Commission and City staff recommend approval. This is the second reading. There have been no changes since the first reading.

Steve

City/County Planner



**ORDINANCE NO. 1795**

AN ORDINANCE AMENDING THE DISTRICT ZONING MAP FOR REZONING AND RECLASSIFYING DESIGNATED LOTS, BLOCKS OR TRACTS OF LAND WITHIN THE EXTRATERRITORIAL 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 "GI" and "AG" zoning districts within the extraterritorial zone jurisdiction of the City of Dickinson, North Dakota, be amended as follows:

1. To reclassify and rezone a parcel from General Industrial (GI) to Agricultural (AG) described as follows:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION ELEVEN (11), TOWNSHIP ONE HUNDRED THIRTY-NINE NORTH (T139N), RANGE NINETY-SIX WEST (R96W) OF THE FIFTH PRINCIPAL MERIDIAN (5TH.P.M.), STARK COUNTY, NORTH DAKOTA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION ELEVEN (11), SAID POINT BEING A REBAR AND CAP LS-2884; THENCE S 00°04'18" W ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER (SW1/4), A DISTANCE OF 558.76 FEET; THENCE N 89°39'28" E, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A REBAR; THENCE CONTINUING N 89°39'28" E, A DISTANCE OF 646.24 FEET TO A REBAR; THENCE S 28°22'03" E, A DISTANCE OF 384.74 FEET TO A REBAR; THENCE N 89°38'49" E, A DISTANCE OF 439.88 FEET TO A REBAR; THENCE N 28°56'24" W, A DISTANCE OF 111.04 FEET TO A REBAR; THENCE N 89°37'47" E, A DISTANCE OF 60.00 FEET TO A REBAR, A POINT WHICH LIES ON THE APPROXIMATE CENTERLINE OF THE HEART RIVER; THENCE S 31°47'04" E ALONG SAID CENTERLINE, A DISTANCE OF 196.80 FEET; THENCE S 20°35'56" E ALONG SAID CENTERLINE, A DISTANCE OF 387.42 FEET; THENCE S 11°25'32" E ALONG SAID CENTERLINE, A DISTANCE OF 111.01 FEET; THENCE S 20°56'41" W ALONG SAID CENTERLINE, A DISTANCE OF 83.98 FEET; THENCE S 42°44'22" W ALONG SAID CENTERLINE, A DISTANCE OF 122.50 FEET; THENCE S 54°11'50" W ALONG SAID CENTERLINE, A DISTANCE OF 129.93 FEET; THENCE S 62°06'30" W ALONG SAID CENTERLINE, A DISTANCE OF 141.10 FEET; THENCE S 63°03'58" W ALONG SAID CENTERLINE, A DISTANCE OF 103.76 FEET; THENCE S 84°05'20"



W ALONG SAID CENTERLINE, A DISTANCE OF 276.28 FEET; THENCE S 89°39'57" W ALONG SAID CENTERLINE, A DISTANCE OF 37.39 FEET, A POINT AT WHICH SAID CENTERLINE INTERSECTS WITH THE EAST RIGHT-OF-WAY LINE OF EAST BROADWAY STREET; THENCE N 14°59'18" E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 40.32 FEET, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 132.93 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 70°54'15" AND AN ARC DISTANCE OF 164.50 FEET (CHORD DIRECTION N 20°27'49" W, CHORD DISTANCE 154.20 FEET) TO A REBAR; THENCE N 54°25'00" ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 836.90 FEET TO A REBAR, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 157.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54°29'18" AND AN ARC DISTANCE OF 149.31 FEET (CHORD DIRECTION N 27°10'21" W, CHORD DISTANCE 143.74 FEET) TO A REBAR; THENCE N 00°04'18" E ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 460.98 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 27.83 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES AND SURVEYS.

**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: March 19, 2024

Second Reading: April 2, 2024  
Final Passage: April 2, 2024



## Engineering Memorandum

March 27, 2024

RE: April 2<sup>nd</sup> Commission Meeting

### **202405-1 SIDEWALK IMPROVEMENT DISTRICT – RESOLUTION:**

For your consideration is Resolution 202405-1 for the 2024 Sidewalk Improvement District. This Resolution is to create the sidewalk improvement district of the City of Dickinson and authorizing the improvements and assessments as a voluntary funding option for all citizens. The SID is payable over a 10-year period at an interest rate of 5.9%. Special assessments paid in full by October 1, 2025, will not be charged interest and no penalty would be levied for paying the special assessments early.

This mechanism will allow citizens to make improvements to sidewalks, curbs, gutters and driveways which are within the street right of way through a voluntary special assessment process and have the cost thereof assessed as special assessments against the improved parcel, upon compliance with certain requirements of the City. This resolution will create the legal authority for the City of Dickinson to assess costs for sidewalks and curb and gutter improvements to properties within the City of Dickinson pursuant to N.D.C.C. Section 40-31 and Dickinson Municipal Code § 33.04.180 which will encompass all property within the corporate limits of the City of Dickinson. The advertisement for bids together with the plans and specifications for this project will be authorized to proceed. This is a voluntary program, and no property owner will be required to participate in this district. These improvements to sidewalks, curbs, gutters, and driveways as provided in this resolution will be limited to developed properties. Property owners engaging in new construction will not be eligible to participate in sidewalk improvement district.

Construction will occur during the construction season of 2024.

The city engineering staff recommends approval.



**RESOLUTION NO. – 202405-1**

**A RESOLUTION CREATING SIDEWALK IMPROVEMENT DISTRICT 202405-1 OF THE CITY OF DICKINSON AND AUTHORIZING THE IMPROVEMENTS AND ASSESSMENTS**

WHEREAS, the City of Dickinson has established a mechanism to allow citizens to make improvements to sidewalks, curbs, gutters and driveways which are within the street right of way through a voluntary special assessment process, and

WHEREAS, the City of Dickinson allows citizens to make said improvements and have the cost thereof assessed as special assessments against the improved parcel, upon compliance with certain requirements of the City; and

WHEREAS the City of Dickinson has the legal authority to assess costs for sidewalks and curb and gutter improvements to properties within the City of Dickinson pursuant to N.D.C.C. Section 40-31 and Dickinson Municipal Code § 33.04.180.

WHEREAS, the Board of City Commissioners desires to establish a special assessment district for 2024.

NOW, THEREFORE, it is hereby resolved by the Board of City Commissioners, as follows:

1. There is hereby created a Sidewalk Improvement District 202405-1 which shall encompass all property within the corporate limits of the City of Dickinson.
2. The Advertisement for Bids together with the Plans and Specifications for said project are hereby approved, and the City is hereby authorized to proceed with the project.
3. Subject to the limitations set forth in paragraph four, all property owners are entitled to voluntarily participate in said district upon completion of the Sidewalk Improvement District 202405-1 Petition Form and compliance with all further requirements for said district. No property owner shall be required to participate in said district.
4. Improvements to sidewalks, curbs, gutters and driveways as provided in this resolution shall be limited to developed properties. Property owners engaging in new construction shall not be eligible to participate in Sidewalk Improvement District 202405-1 for the particular property being newly constructed or developed.
5. The City Administrator and such other employees as necessary are authorized to proceed to advertise said project and upon awarding the appropriate bid by the Board of City Commissioners, proceed with the improvements and assessments within said district.

Dated this \_\_\_\_ day of April 2024.

\_\_\_\_\_  
Scott Decker, President  
Board of City Commissioners

ATTEST:

\_\_\_\_\_  
Dustin D. Dassinger, City Administrator

# East Broadway Dam





## Engineering Memorandum

March 27, 2024

RE: April 2<sup>nd</sup> Commission Meeting

### **202108 East Broadway Dam - GRANT CONTRACT WITH NORTH DAKOTA STATE WATER COMMISSION**

For your consideration is a grant contract with the North Dakota State Water Commission to fund a portion of the engineering services cost-share of 75-percent not to exceed as specified in the contract of **\$106,908.00**. This contract is in reference to the proposal received through a request for proposal where seven proposals were received. Moore Engineering, Inc. was scored the highest and awarded the project. The City Attorney has reviewed this contract, and has no additional comments. The project was approved with the 2024 capital improvement project budget, and it is to be paid for using Gross Production Tax (GPT).

Barr Engineering is currently working on the engineering for this project.

The city engineering staff recommends approval.



DWR Project No. 2164  
Planning and Education Division  
February 2024

**Agreement for Cost-Share Reimbursement  
City of Dickinson  
East Broadway Dam Modification - Preconstruction**

**1. PARTIES.** This agreement is between the State of North Dakota (State), by and through the State Water Commission (Commission), and the City of Dickinson (Sponsor).

**2. PROJECT DESCRIPTION AND LOCATION.** The Sponsor is seeking funding for permitting and final design to remove the East Broadway Dam and construct a new rock riffle spillway (Project). Project is in the City of Dickinson in Stark County, North Dakota.

**3. COMMISSION'S RESPONSIBILITY AND INTENT.** Commission will provide Sponsor with cost-share, not to exceed \$106,908, as approved by Commission on February 8, 2024, to reimburse 75 percent of the actual eligible costs incurred in Project. Commission cost-share is contingent on availability of funds and conditions of this agreement. Commission's intent in providing this funding to Sponsor is to assist Sponsor financially with Project costs. Sponsor retains sole and absolute discretion in the manner and means of carrying out Project, except to the extent specified in this agreement.

**4. SPONSOR'S RESPONSIBILITIES.** Sponsor must:

- a. Complete Project.
- b. Provide continued maintenance for Project.
- c. Ensure all applicable permits (federal, state, and local) are obtained.
- d. Acquire all title to land and easements for Project.
- e. Comply with all North Dakota laws governing the requirements for competitive bids, advertising, and awarding of contracts for construction of Project.
- f. Maintain a Project file containing relevant documents and correspondence generated during the course of Project. Commission is not responsible for maintaining a Project file.
- g. Provide a progress report to Commission at least every four years if the term of Project exceeds four years.
- h. Notify Commission of any changes to Project funding, including additional funding or funding sources. Cost-share may be modified based on the revised local share.
- i. Prior to signature, inform Commission and any other relevant party regarding Project of any errors, misinterpretations, changes, modifications, miscalculations, incorrect Project descriptions, or any other information stated herein that is inaccurate.
- j. Notify Commission of litigation related to the Project. If a Project becomes the subject of litigation before all funds have been

disbursed, the Secretary may withhold funds until the litigation is concluded.

**5. ELIGIBLE COSTS.** Commission has sole discretion to determine eligible costs and availability of Commission funds. Additional information is outlined in Commission's cost-share policy. Commission will not cost-share in litigation costs unless there has been a separate authorization.

**6. PAYMENT.** Commission will make partial payments upon receipt and approval of Sponsor's written request. Sponsor must provide Commission verification of actual costs and a Project status report with each payment request. A Commission representative may inspect Project to determine whether the work satisfies Commission's cost share requirements before Commission makes payment(s) to Sponsor. Request for final payment must include a copy of Project.

**7. INDEMNIFICATION.** Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to defend, indemnify, and hold harmless State, from and against claims based on the vicarious liability of State or its agents, but not against claims based on State's negligence or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by subcontractor to State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary. Subcontractor also agrees to reimburse State for all costs, expenses, and attorneys' fees incurred if State prevails in an action against subcontractor in establishing and litigating the indemnification coverage required herein. This obligation continues after the termination of this agreement.

**8. INSURANCE.** Sponsor must secure and keep in force during the term of this agreement, from an insurance company, government self-insurance pool, or government self-retention fund authorized to do business in North Dakota, commercial general liability with minimum limits of liability of \$500,000 per person and \$2,000,000 per occurrence.

In addition, Sponsor must require all subcontractors, other than state employed subcontractors, before commencement of an agreement between Sponsor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies authorized to do business in North Dakota, the following insurance coverages:

- a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.
- b. Automobile liability, including Owned (if any), Hired, and Non-owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.



- c. Workers' compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this contract.
- d. If subcontractor is domiciled outside State, employer's liability or "stop gap" insurance of not less than \$2,000,000 as an endorsement on the workers' compensation or commercial general liability insurance.

The insurance coverages listed above must meet the following additional requirements:

- e. Any deductible or other similar obligation under the policies is the sole responsibility of the subcontractor. The amount of any deductible is subject to approval by State.
- f. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies must be in form and terms approved by the State.
- g. State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the subcontractor in excess of the minimum requirements set forth above. The duty to defend, indemnify, and hold harmless State under this agreement is not limited by the insurance required in this agreement.
- h. State must be endorsed on the commercial general liability policy, including any excess policies, as additional insured. State must have all the benefits, rights, and coverages of an additional insured under these policies that are not limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of Sponsor.
- i. The insurance required in this agreement, through a policy or endorsement, must include:
  - (1) A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against State;
  - (2) A provision that subcontractor's insurance coverage is primary (i.e., pay first) as respects any insurance, self-insurance, or self-retention maintained by State and that any insurance, self-insurance, or self-retention maintained by State must be in excess of the subcontractor's insurance and must not contribute with it;
  - (3) Cross liability/severability of interest for all policies and endorsements;
  - (4) The legal defense provided to State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for State is necessary;
  - (5) The insolvency or bankruptcy of the insured subcontractor must not release the insurer from payment under the policy,

even when such insolvency or bankruptcy prevents the insured subcontractor from meeting the retention limit under the policy.

- j. Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.

**9. BREACH.** Violation of any provision of this agreement by Sponsor constitutes breach of this agreement. A breach obligates Sponsor to reimburse Commission for all funds paid to Sponsor and relieves Commission of all obligations under this agreement.

**10. AGREEMENT BECOMES VOID.** This agreement is void if not signed and returned by Sponsor within 60 days of Commission's signature.

**11. TERMINATION.**

- a. Commission may terminate this agreement effective upon delivery of written notice to Sponsor, or a later date as may be stated in the notice, under any of the following conditions:
  - (1) If Commission determines an emergency exists.
  - (2) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to provide the funds necessary to comply with this agreement. The parties may modify this agreement to accommodate a reduction in funds.
  - (3) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
  - (4) If any license, permit, or certificate required by law, rule, or this agreement is denied, revoked, suspended, or not renewed.
  - (5) If Sponsor does not submit a timely progress report under 3.(g.), or the Commission determines after reviewing a progress report that Project has not made sufficient progress.
  - (6) If Commission determines that continuing the agreement is no longer necessary or would not produce beneficial results commensurate with the further expenditure of public funds.
- b. Any termination of this agreement is without prejudice to any obligations or liabilities of either party already accrued prior to termination.
- c. The rights and remedies of any party provided in this agreement are not exclusive.

**12. APPLICABLE LAW AND VENUE.** This agreement is governed by and construed under the laws of State. Any action to enforce this agreement must be adjudicated exclusively in the District Court of Burleigh County, North Dakota.

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

**14. SPOILIATION – PRESERVATION OF EVIDENCE.** Sponsor agrees to promptly notify Commission of all potential claims that arise or result from this agreement. Sponsor must also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Commission the opportunity to review and inspect the evidence, including the scene of an accident.

**15. NONDISCRIMINATION.** Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), N.D.C.C. title 34, and all applicable federal and state laws, rules, and policies relating to nondiscrimination, accessibility, and civil rights.

**16. MERGER AND MODIFICATION.** This agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this agreement. This agreement may not be modified, supplemented, or amended in any manner, except by written agreement signed by both parties.

**NORTH DAKOTA STATE WATER COMMISSION**

By:



ANDREA TRAVNICEK, PH.D.  
Secretary

Date: 02/16/2024

**CITY OF DICKINSON**

By:

SCOTT DECKER  
Mayor

Date: \_\_\_\_\_

# Engineering & Community Development

Presented by: Joshua Skluzacek – Engineer/Community Development Director  
Tuesday April 2, 2024

## City Commission Monthly Report



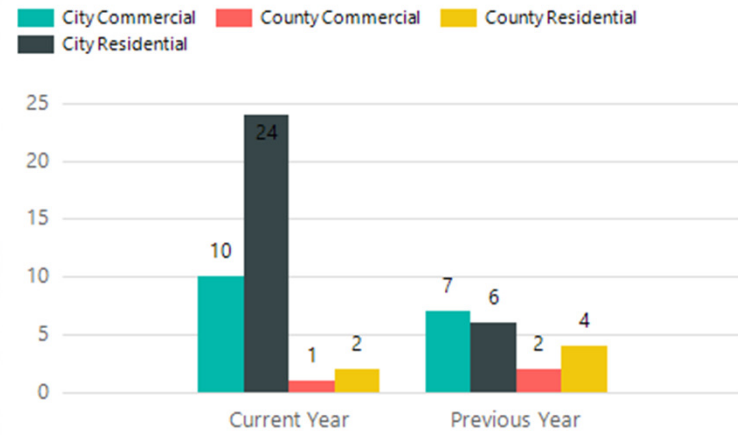
# Planning

- Continued efforts on the Transportation Master Plan and Comp Plan Update. Soon to begin the public engagement phase.
- New development applications continue, but at a slower pace than earlier in the year

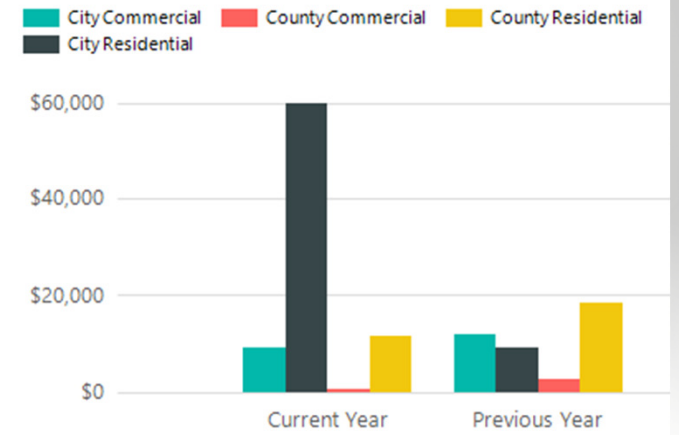


# Buildings & Codes

**Number of Permits Paid & Picked Up**



**Total Fees for Permits Paid & Picked Up**



Date Range reported through March 13, 2024



# Engineering

Project Name	Project Manager	Progress	Start	End
<b>EXECUTION</b>				
NORTH INDUSTRIES UTILITIES	JS	55%	9/5/2023	7/12/2024
LEGACY SQUARE PARKING LOT	LM	99%	8/10/2023	4/5/2024
SUNDANCE COVES LIGHTING	LM	20%	6/17/2024	11/30/2024



# Engineering

PRELIMINARY/DESIGN ENGINEERING					
EAST BROADWAY DAM	LM	35%	11/27/2023	12/15/2024	
HEART RIVER BRIDGE IMPROVEMENTS - S. STATE AVE.	LM	35%	2/20/2023	8/16/2024	
2024 ROAD MAINTENANCE	LM	100%	7/18/2023	2/20/2024	
I-94 WBL & ROUNDABOUTS	JS	60%	1/8/2023	10/11/2024	
HWY 22/3RD AVE W TRAFFIC SIGNAL STUDY	JS	75%	4/1/2023	6/7/2024	
HWY 22/3RD AVE W - 8TH ST S TO 15TH ST MICROSURFACING	JS	100%	3/1/2021	7/12/2023	
PATTERSON LAKE IMPROVEMENTS	JS	0%	4/12/2023	12/31/2024	
FIRE STATION EVALUATION	JS	40%	1/16/2024	5/31/2024	
PUBLIC SAFETY TRAINING CENTER	JS	35%	12/20/2023	6/28/2024	
2024 WATERMAIN & LEAD SERVICE LINE	JS	100%	7/24/2023	2/21/2024	
SIMS STREET IMPROVEMENTS	JS	100%	8/21/2023	2/7/2024	
SOUTH DICKINSON PROPERTY AREA STUDY	JS	95%	6/20/2023	2/29/2024	
FAIRWAY/STATE STORM WATER DRAINAGE SYSTEM UPGRADES	JS	0%	3/5/2024	8/15/2025	
ENTRANCE SIGNS	LM	35%	9/26/2023	4/30/2024	
NORTH INDUSTRIES STREETS	JS	35%	11/8/2023	5/9/2024	
TRANSPORTATION MASTER PLAN & COMP. PLAN UPDATE	JS	20%	12/21/2023	2/28/2025	
10TH AVE E - VILLARD TO MUSEUM DR	JS	0%	2/6/2024	8/14/2024	

PRELIMINARY/DESIGN ENGINEERING					
10TH AVE E - MUSEUM DR to 21ST ST E	JS	0%	2/6/2024	1/17/2025	
1ST ST E - SIMS to 4TH AVE E	JS	0%	2/6/2024	8/15/2025	
5TH ST SW - 3RD AVE W to 6TH AVE E	JS	5%	2/6/2024	8/14/2024	
9TH ST W & 5TH AVE W INTERSECTION	JS	0%	2/6/2024	1/17/2025	
4TH ST E, 5TH ST E, & 26TH AVE E STREET & STORM WATER IMPROVEMENTS	JS	0%	3/5/2024	8/15/2025	
NW REGIONAL POND	LM	0%	3/5/2024	8/15/2025	
2025 ROAD MAINTENANCE	LM	5%	3/5/2024	11/15/2024	
2025 WATERMAIN & LEAD SERVICE LINE	JS	5%	3/5/2024	11/15/2024	
8TH AVE SE CROSSINGS & HEART RIVER TRIBUTARY 47 DRAINAGE	LM	0%	3/5/2024	11/15/2026	
DICKINSON DRAINAGEWAY	LM	0%	3/5/2024	11/15/2027	
QUEEN CITY DAM EAP & MITIGATION	LM	0%	3/5/2024	11/15/2024	
DICKINSON SOUTH CEMETERY PLAT	LM	100%	12/5/2023	4/30/2024	
PAVEMENT MANAGEMENT STUDY	JS	100%	6/29/2023	2/16/2024	

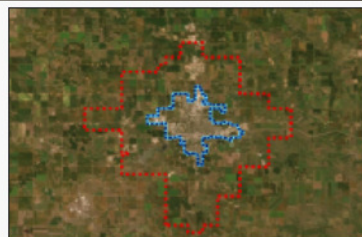


# Geographic Information System (GIS)

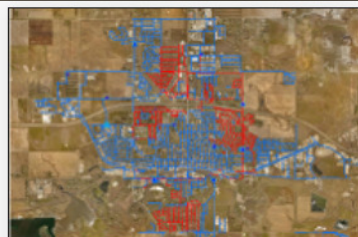
- Eagleview Final delivery of 2023 imagery and LiDAR, pending Change Detector and Training.
- Parcel attribute script updates from new Assessing database.
- Working to update some Utility feature attributes to work better with new Public Works Brightly software.



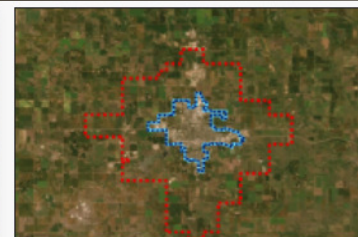
Web Map  
Dickinson Land Information Map  
Information about Tax parcels, Zoning,  
and other features.



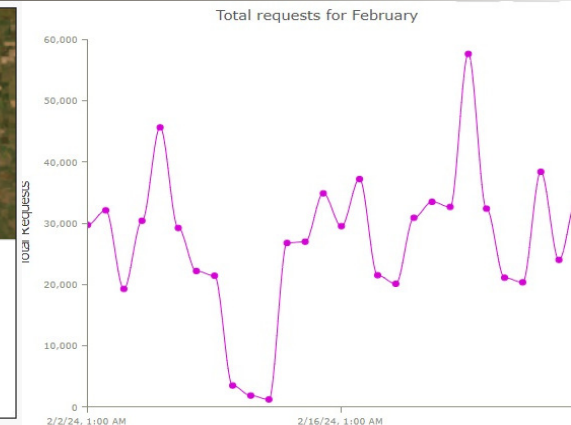
Web Map  
Dickinson Street Information Map  
Map Showing various street designations  
for the City of Dickinson,ND



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.



*Thank you!*

**QUESTIONS AND COMMENTS ARE WELCOME**



[www.DickinsonGov.com](http://www.DickinsonGov.com)



# DICKINSON STATE UNIVERSITY



---

**Telephone**  
701-483-2486

**Address**  
291 Campus Drive  
Dickinson, ND 58601

**Website**  
[www.dickinsonstate.edu](http://www.dickinsonstate.edu)

# ECONOMIC IMPACT

## DSU AND THE COMMUNITY

01

### Student Population

- Over 1,100 students in the city of Dickinson
- 300 in resident halls
- 800 in apartments and homes
- \$12,535\* in annual economic impact per student
- \$796,000 in annual student-generated state and local taxes

02

### DSU Activities Economic Impact

- Overall economic impact \$85.8 million annually
- 80+ Sporting events a year
- Camps hosting 1,000+ students from the region
- Partnerships with area schools to provide college level classes to juniors and seniors
- Primary educational partner with the Theodore Roosevelt Presidential Library (anticipated 280,000 visitors per year)

03

### Agriculture and Rodeo Renovation

- Potential events:
- Indoor Rodeos
  - Clinics/Schools
  - Ag Based Programing
  - Entertainment

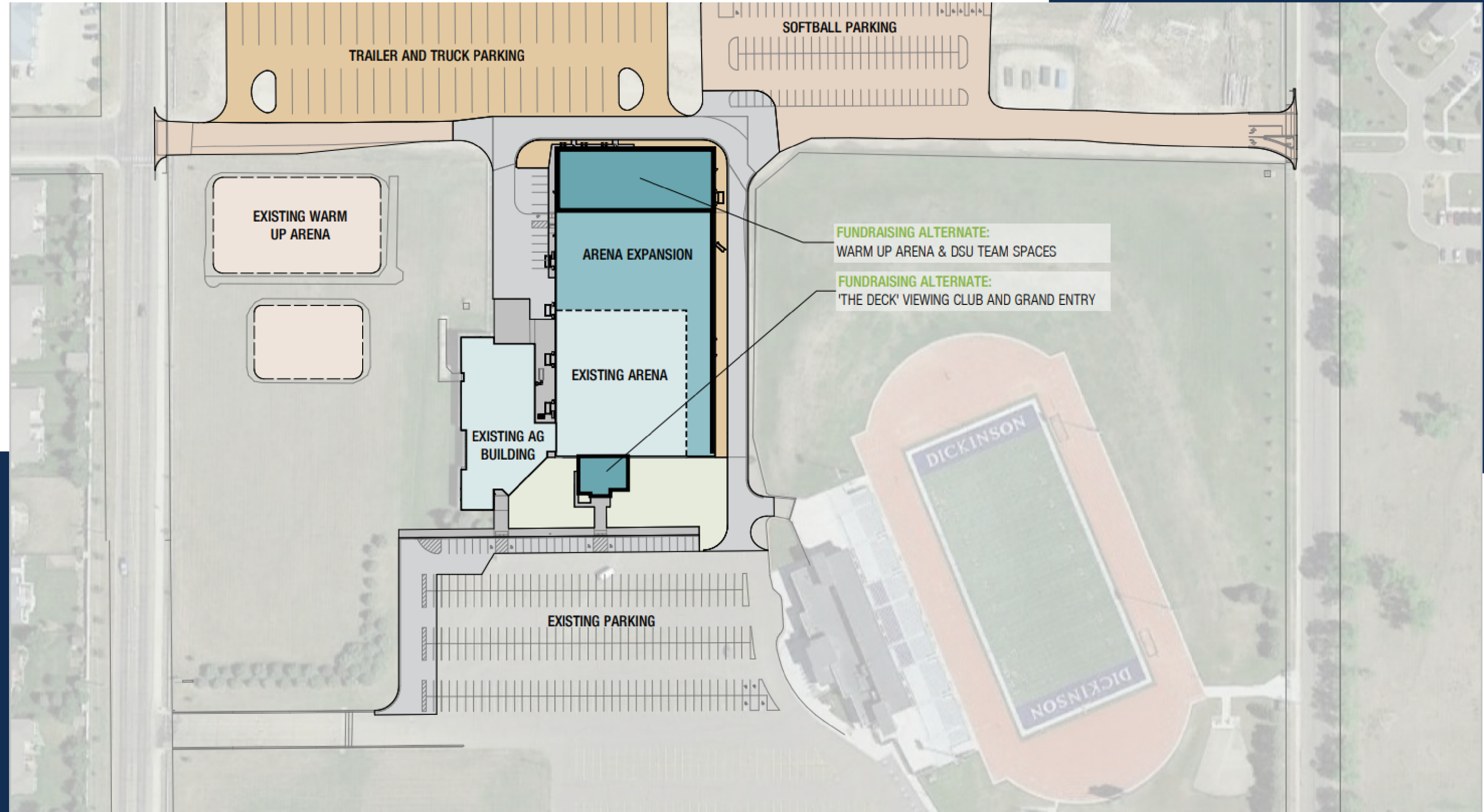


# Updating Existing Ag Building (Base Bid)

## Overall Project:

**Thinner Black Line:** Base bid of \$18 million

**Bold Black Line:** Alternates at \$25 million



## DSU AG BUILDING AND INDOOR ARENA SITE PLAN

FEBRUARY 24, 2024 | JLG 23183 | © 2024 JLG ARCHITECTS



# OPTION #2 - EXTERIOR VIEW \$25M

The exterior view for the \$25M renovation for the DSU  
Agriculture Building.

- Main lobby area with viewing deck and conference room above
- Practice arena and indoor livestock stalls
- Outdoor livestock penning



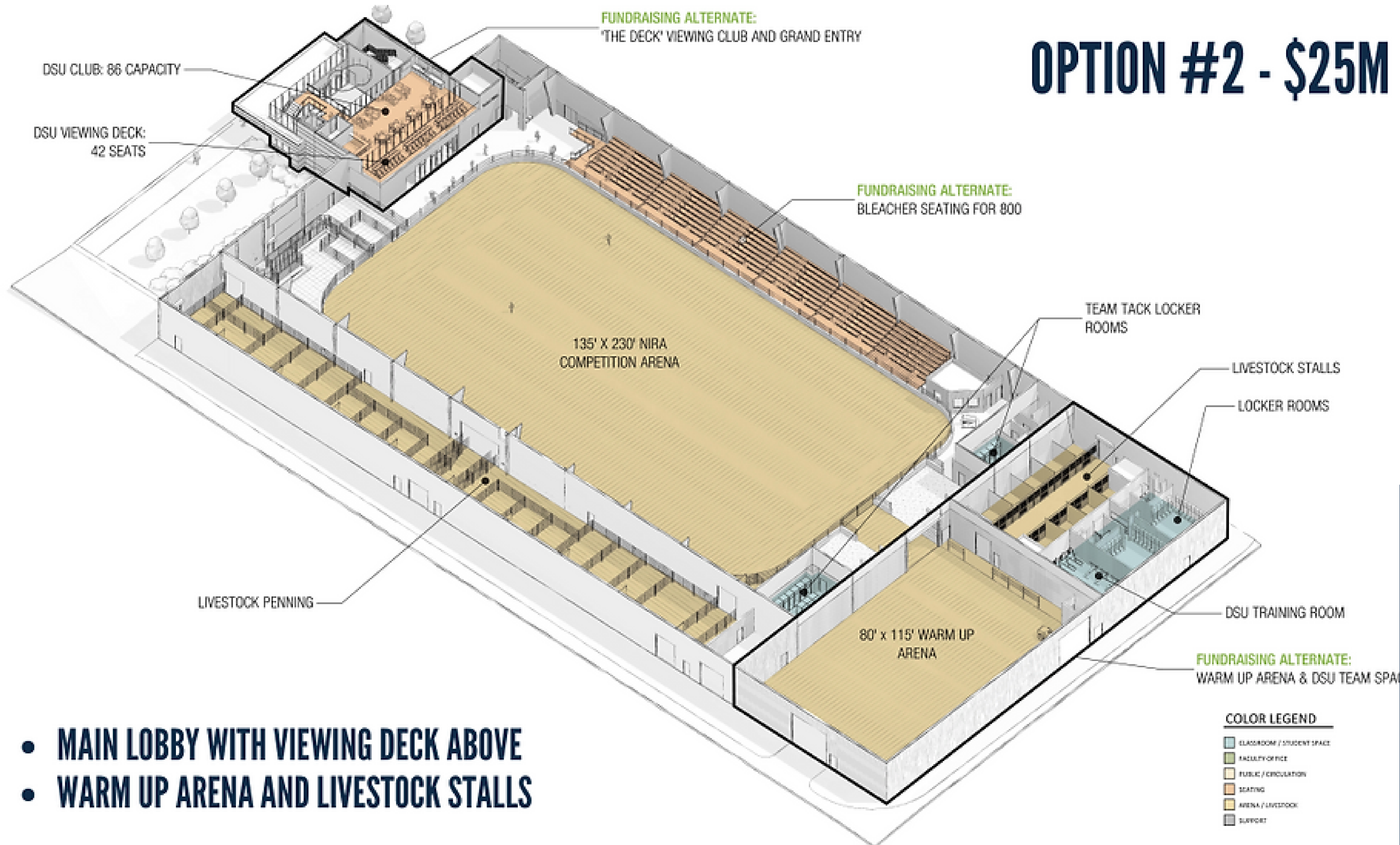
DSU AG BUILDING AND INDOOR ARENA  
EXTERIOR VIEW - FUNDRAISING ALTERNATE  
FEBRUARY 24, 2024 | JLG 23183 | © 2024 JLG ARCHITECTS



**OPTION #2 -  
EXTERIOR VIEW \$25M**

The exterior view for the \$18M renovation for the DSU  
Agriculture Building.

# OPTION #2 - \$25M



- MAIN LOBBY WITH VIEWING DECK ABOVE
- WARM UP ARENA AND LIVESTOCK STALLS



VIEWING DECK

LOOKING SOUTH AT THE ARENA AND VIEWING DECK



Section 8. Item B.

INSIDE THE VIEWING DECK THAT HAS A CAPACITY OF 150



MAIN LOBBY AREA WITH VIEWING DECK ABOVE





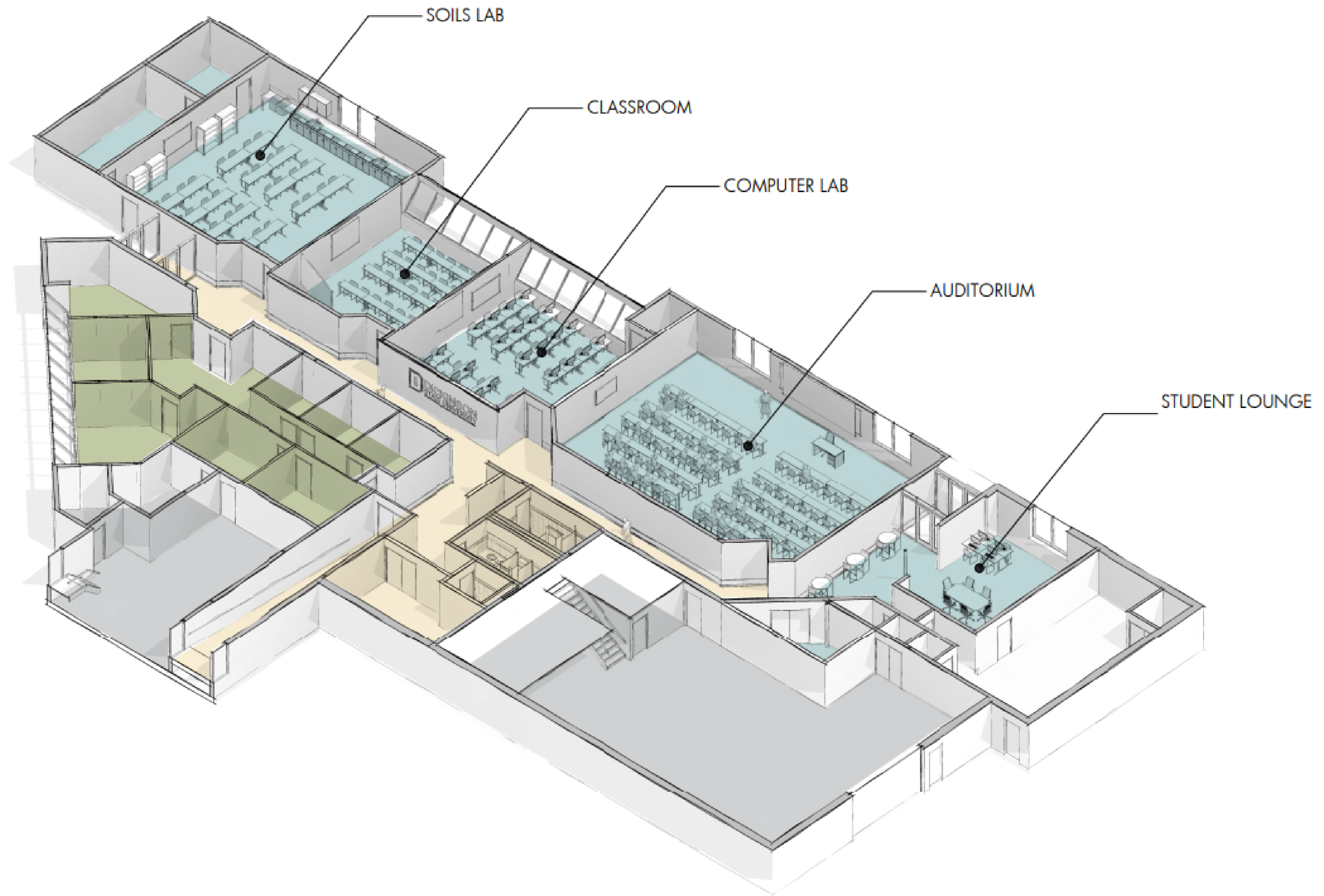
# COMMUNITY DEVELOPMENT

- Building a facility for DSU and community
- Serving the need for an indoor riding arena
- Providing educational space for training

With this facility our community could host 20+ spectator rodeo, equine, or other performances and events annually.

The additional warm-up space would provide the the potential for other events.





COLOR LEGEND

- CLASSROOM / STUDENT SPACE
- FACULTY OFFICE
- PUBLIC / CIRCULATION
- SEATING
- ARENA / LIVESTOCK
- SUPPORT



DESIGN FOR LIFE

# DSU AG BUILDING AND INDOOR ARENA

## AG CLASSROOM BUILDING - AXON PLAN

FEBRUARY 24, 2024 | JLG 23183 | © 2024 JLG ARCHITECTS

# OPTION #1 - EXTERIOR VIEW \$18M

The exterior view for the \$18M renovation for the DSU  
Agriculture Building.

- No main lobby area with viewing deck above
- No practice arena or indoor livestock stalls
- Outdoor livestock penning



DSU AG BUILDING AND INDOOR ARENA  
EXTERIOR VIEW - BASE BID DESIGN

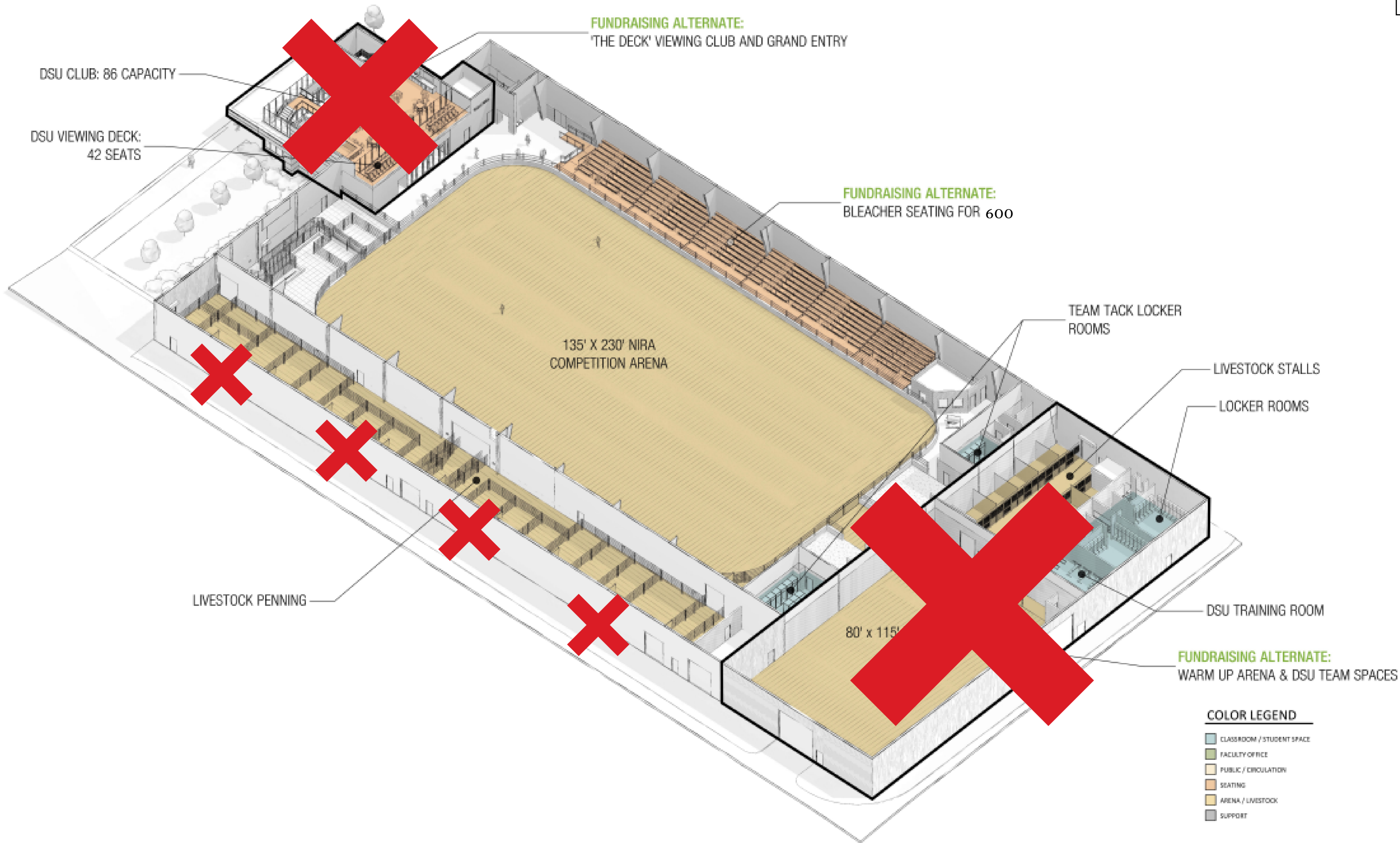
FEBRUARY 24, 2024 | JLG 23183 | © 2024 JLG ARCHITECTS



# OPTION #1 - EXTERIOR VIEW \$18M

The exterior view for the \$18M renovation for the DSU  
Agriculture Building.





**THANK YOU**

A decorative graphic consisting of several overlapping circles in shades of gray and a solid dark blue horizontal line that spans across the lower portion of the slide.



# Facility Plan

## Sims Street Improvements - Phase 2

Sanitary and Storm Sewer Improvements

City of Dickinson, ND





# Facility Plan

## Sims Street Improvements – Phase 2

**DRAFT**

Sanitary and Storm Sewer Improvements

City of Dickinson, ND

Apex Project Number 20.107.0162

### Certification

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of North Dakota.

\_\_\_\_\_  
Signature

Susan Hazelett  
\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Date

PE -7539  
\_\_\_\_\_  
License Number

April 2024

Apex Engineering Group, Inc.  
600 South 2<sup>nd</sup> Street  
Bismarck, ND 58504

## Table of Contents

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## 1.0 Introduction

In 2012 the City of Dickinson and Apex Engineering Group entered into an agreement to study the City’s existing sanitary sewer system. The goal for that project was to assess the performance of the existing system and to plan the capital improvements required to meet future demands. A Facility Plan was written, and a Clean Water State Revolving Fund (CWSRF) loan was acquired to pay for some of those improvements. The projects funded by that loan have been completed. The City has decided to move forward with some of the projects that were identified in the original Facility Plan but not complete. The projects will be completed in phases as time and funding allows.

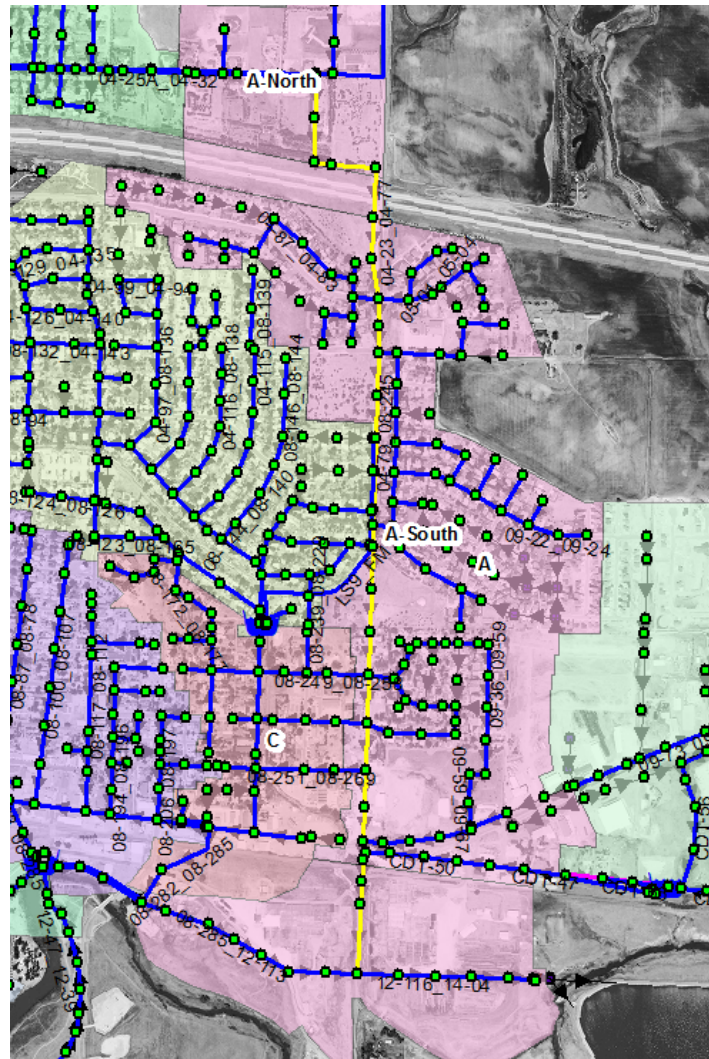
This report is to serve as a facility plan for one of the collection system projects identified in the former facility plan that the City is going to fund using a CWSRF loan. The facility plan also includes storm water improvements recently identified that will be constructed in 2024.

## 2.0 Background

### 2.1 Sanitary Sewer / 10<sup>th</sup> Avenue East Interceptor

The 10<sup>th</sup> Avenue East Interceptor collects all the wastewater in the northeast part of the City and conveys it south under I-94. After crossing under I-94 the wastewater flows south along 10<sup>th</sup> Avenue East. Wastewater flows in Basin A are added to the 10<sup>th</sup> Avenue East Interceptor as it travels south down 10<sup>th</sup> Avenue East. After crossing Villard Street, the 10<sup>th</sup> Avenue Interceptor crosses under the railroad tracks and flows to the Influent Pump Station. The 10<sup>th</sup> Avenue East Interceptor is shown in yellow in the figure below.

**Figure 1 10th Avenue East Interceptor Service Area**



The limiting factors in the 10<sup>th</sup> Avenue East Interceptor are the pipe sections between Museum Drive and 2<sup>nd</sup> Street East. The existing capacities/deficiencies for these pipe sections were calculated for the previous facility plan and are summarized in the following table.

**Table 1 10th Avenue East Interceptor Capacity Limits**

10th Avenue Interceptor	
Museum Dr. to E. 10th St.	185 gpm remaining capacity
E. 10th St. to E. 8th St.	457 gpm remaining capacity
E. 8th St. to E. 3rd St.	247 gpm remaining capacity
E. 3rd St. to E. 2nd St.	884 gpm remaining capacity

Lift Station 14 pumps to the northern most point in the 10<sup>th</sup> Avenue East Interceptor. The capacity of Lift Station 14 has been upgraded from 131 gpm to 695 gpm, with the ability to increase to 2,200 gpm in

the future. The remaining capacities listed in Table 1 were calculated prior to the Lift Station 14 upgrades. The current capacity of Lift Station 14 is 564 gpm higher than when the above numbers were calculated, which has caused a deficiency in all but one of the limiting sections shown above. The 10<sup>th</sup> Avenue East Interceptor is in need of upgrades.

Lift Station 11 is located on the west side of Sims Street south of 14<sup>th</sup> Street. Lift Station 11 also pumps to the northern most point in the 10<sup>th</sup> Avenue East Interceptor. The current capacity of Lift Station 11 is 900 gpm per pump testing done in 2015. Since the completion of the last facility plan, Lift Station 11 has become increasingly unreliable. The emergency generator has failed to start during power outages. Corrosion of the electrical wiring and controls has resulted in pumps not starting and failed alarms. When Lift Station 11 fails, sewage backs up in the gravity line upstream from the lift station in Sims Street. This has resulted in sewage backing up into the townhomes on the southeast corner of Sims Street and 14<sup>th</sup> Street.

Lift Station 12 used to pump to Lift Station 11 but has been upgraded and rerouted to pump to the West Gravity Sewer. This has reduced the demands on Lift Station 11. As part of the Lift Station 12 upgrades, a new SCADA system was installed in Lift Station 11 to help notify operations staff of any alarms that may occur. This has not eliminated the operational issues, but personnel can respond more quickly. In addition, personnel have observed that the new SCADA system at Lift Station 11 is already showing signs of corrosion due to elevated concentrations of hydrogen sulfide gas in the building.

Lift Station 18 is located near Sims Street and Foster Drive. Lift Station 18 pumps sewage to the gravity line that feeds Lift Station 11. Lift Station 11 has an overflow mechanism whereby it can flow by gravity to the south. When Lift Station 18 was built, it intercepted that gravity line that accepted the overflow from Lift Station 11. As a result, if Lift Station 11 begins to back up, sewage will bypass Lift Station 11 and flow by gravity to Lift Station 18. Then Lift Station 18 will pump the sewage back up to Lift Station 11. This circular pumping only compounds the operational issues at Lift Station 11.

The 10<sup>th</sup> Avenue East Interceptor has also experienced problems with multiple manholes due to corrosion from hydrogen sulfide gas. In the last couple of years, several manholes have had to be repaired due to crumbling concrete barrel sections. Some were repaired using chemical grout injected into and behind the concrete to seal up leaks. Others were lined using synthetic liners impregnated with resin that, once hardened, provide new structural integrity for the manhole. A comprehensive study of the extent of the corrosion throughout the 10<sup>th</sup> Avenue East Interceptor is recommended to correct any defects in the system and propose methods to prevent further corrosion.

## **2.2 Sims Street Storm Sewer**

Sims Street south of I-94 has little to no storm sewer infrastructure. As a result, there are multiple areas that flood during storm events. The intersection of Museum Drive and Sims Street is shown on the front cover of this report. This area has a risk of causing traffic accidents related to storm water flooding,

including but not limited to reduced visibility from splashing water and slippery conditions. As traffic in this area increases, so will the number of risk of accidents.

### 3.0 Project Need

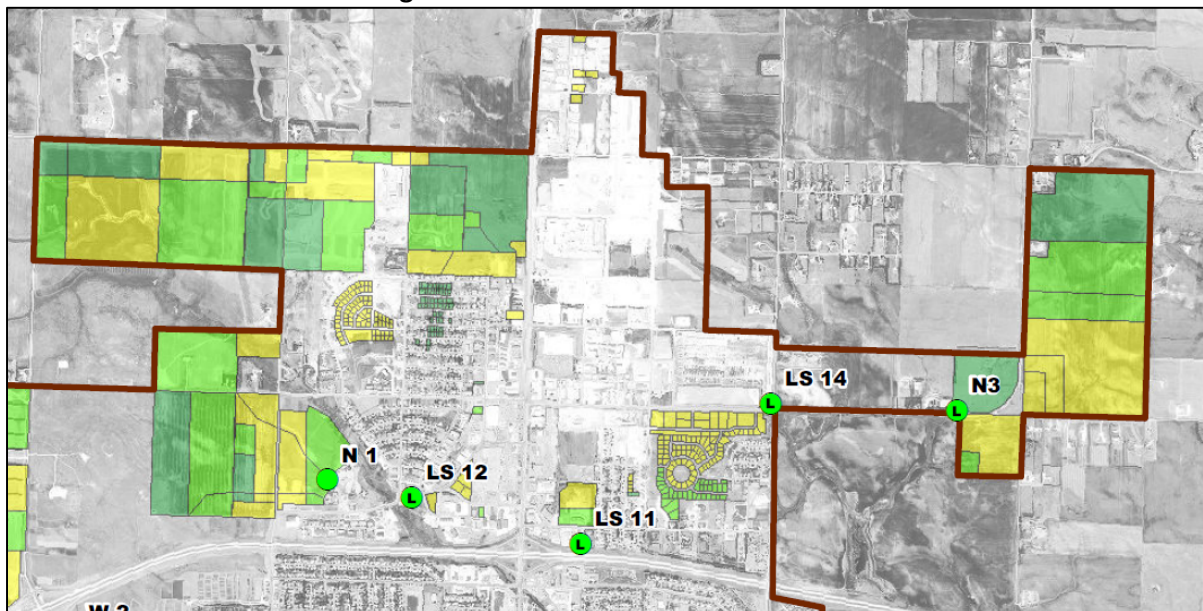
The City of Dickinson had exceeded much of the capacity of its existing wastewater collection and conveyance system. Some major upgrades to the system have been completed over the last few years, and the system has been performing adequately for current conditions. However, additional major improvements will be needed to accommodate growth and to more efficiently collect the wastewater.

The City of Dickinson experiences capacity issues in the existing stormwater collection and conveyance system. This has resulted in ponding in many locations during even minor rain events, creating hazardous conditions for drivers and pedestrians.

#### 3.1 Sims Street Gravity Sewer / 10<sup>th</sup> Avenue East Interceptor

Wastewater flows from development on the north side of Dickinson flows by gravity to three lift stations. Lift Station 12 collects flows from development areas north of I-94 and between Highway 22 and 30<sup>th</sup> Avenue West. Lift Station 12 was upgraded in 2015 and now pumps to the West Gravity Sewer which flows to the West Pump Station. Lift Station 11 and Lift Station 14 collect flows from development areas north of I-94 and east of Highway 22. Lift Station 11 is currently experiencing operational issues as discussed earlier. Lift Station 14 has been upgraded to accommodate future flows.

Figure 2 North Dickinson Service Area



Both Lift Station 11 and Lift Station 14 pump to the north end of the 10<sup>th</sup> Avenue East Interceptor. Projected flows for LS 14 include a significant area of commercial and industrial development that is

currently being developed. Lift Station 14 has been upgraded to a firm capacity of 695 gpm, with the ability to expand to 2,200 gpm when needed.

While the 10<sup>th</sup> Avenue East Interceptor has some remaining capacity as shown in Table 1, it will not be able to accommodate the existing firm capacity of the upgraded Lift Station 14. The general alternatives are 1) do nothing, 2) replace the existing 10<sup>th</sup> Avenue East Interceptor, and 3) construct a new gravity sewer to remove some of the demands off of the 10<sup>th</sup> Avenue East Interceptor.

Do Nothing – The City could continue as they have been for several years now. The problems with Lift Station 11 will have to be dealt with eventually. Also, the capacity of the 10<sup>th</sup> Avenue East Interceptor will be overloaded as development continues, exacerbating the existing structural issues with the system. This alternative only pushes dealing with the issues into the future.

Replace Existing Route – Replacing the 10<sup>th</sup> Avenue East Interceptor would replace a significant amount of existing infrastructure. Lift Station 11 would still require upgrades to address the current operational issues. This alternative is complicated by the necessity of maintaining existing sewer service during construction. This alternative would also involve construction through highly developed areas and high traffic areas along much of the route.

Sims Street Gravity Sewer – To alleviate the issues with Lift Station 11 and the capacity issues of the 10<sup>th</sup> Avenue East Interceptor, a gravity sewer line would be constructed from Lift Station 11 on Sims Street south to Lift Station 18, and then continue on south past Lift Station 9 to the south end of the 10<sup>th</sup> Avenue Interceptor. Lift Stations 11, 18 and 9 would be decommissioned. This would eliminate the sewage backups on Sims Street. Eliminating three lift stations will save the City time and money since they will not have to deal with operation, maintenance, and future upgrades of three lift stations. This allows Lift Station 14 to be upgraded as necessary without having to upgrade the 10<sup>th</sup> Avenue Interceptor.

**Figure 3 Sims Street Gravity Sewer**



### 3.2 Sims Street Storm Water

Sims Street currently has very little Storm Water Sewer infrastructure. As a result, many intersections experience significant ponding during storm events. Particularly Museum Drive at Sims Street is a low spot that always floods during storm events. Museum Drive is a high traffic area, and the excess water causes hazardous driving and walking conditions as seen on the cover of this report. Several areas along Sims Street experience flooding including the outfall area at Osborn Drive. Storm water in this area also may end up entering the sanitary sewer during storm events.

**Figure 4 Sims Street Storm Water Event at Osborn Drive**



**Figure 5 Sims Street Storm Event**



The general alternatives are 1) do nothing or 2) construct a new storm sewer system in Sims Street.

Do Nothing – The City could continue to allow the flooding in the areas along Sims Street. As traffic along that corridor increases, flooding will contribute to more automobile accidents and possibly pedestrian accidents as well.

Construct New Storm Sewer System – Along with the modifications done during the street improvements, a new storm sewer system can be constructed along Sims Street to convey storm water to the Sims Street Watershed Outfall Ditch, and away from traffic areas. This alternative should greatly reduce hazards that arise during storm events.

## 4.0 Alternatives Analysis

### 4.1 Improvements and Recommendations

#### 4.1.1 Sims Street Gravity Sewer

To alleviate the issues with Lift Station 11 and the capacity issues of the 10<sup>th</sup> Avenue East Interceptor, a gravity sewer line would be constructed from Lift Station 11 on Sims Street south to Lift Station 18, and then continue on south past Lift Station 9 to the south end of the 10<sup>th</sup> Avenue Interceptor. Lift Stations 11, 18 and 9 would be decommissioned. This would eliminate the sewage backups on Sims Street. Eliminating three lift stations will save the City time and money by eliminating the operation, maintenance and future upgrades of three lift stations. This allows Lift Station 14 to be upgraded as necessary without having to upgrade the 10<sup>th</sup> Avenue Interceptor.

It is recommended that the City construct the Sims Street Gravity Sewer in Phases. The first phase has been completed. The new sanitary sewer from 14<sup>th</sup> Street south to the south side of the interstate was completed in 2023. It was not funded using CWSRF funds, but it was designed according to the overall plan of constructing a gravity sewer as described above.

The second phase is going to be constructed with CWSRF funding. It will include the sewer from the south side of the interstate, where Phase 1 ended, and go south to 10<sup>th</sup> Street. This phase will enable the decommissioning of Lift Station 11. Wastewater will flow to Lift Station 18 and be pumped to the top of the 10<sup>th</sup> Avenue East Interceptor until the next phase of the project can be completed. See Figure 1.

#### 4.1.2 Stormwater Improvements

The wastewater project is being combined with necessary street repairs and modifications. The condition of the street in this section is in need of reconstruction. Cast iron water lines in the area will be also replaced with PVC piping during the repair of the street. There are no lead service lines in this area to be replaced.



Sims Street from Museum Drive south receives a large amount of stormwater during rain events, including from some areas north of I-94. Currently there is little to no storm sewer infrastructure in this area and hazardous ponding occurs in numerous locations. The storm sewer system in the Phase 2 area will be installed to properly manage stormwater from the contributing watersheds to the Sims Street Watershed Outfall Ditch at the intersection of Sims Street and Osborn Drive. See Figure 1. The Sims Street Watershed Outfall Ditch is also in need of repairs and general maintenance. The City is going to be doing those repairs at the same time as this project is being constructed.



Figure 1

## 4.2 Project Schedule and Cost

The schedule for this project is as follows:

Advertise for Bids	February 7, 2024
Bid opening	February 28, 2024
Substantial Completion	October 31, 2024
<b>Final Completion</b>	<b>June 1, 2025</b>

***Estimated Overall Project Cost: \$6,900,000***

## 4.3 Environmental Benefits and Impacts

A solicitation of views from various agencies was completed and responses have been received. A copy of the letter sent to the agencies, a list of agencies contacted, and their responses are included in Appendix A of this report. The environmental issues resulting in not completing these collection system projects would potentially negatively impact the city and the environment. The potential impacts in the existing collection system include infrastructure surcharges, possible bypasses of untreated sewage and backups in homes and businesses due to the lack of capacity and a continued risk of causing traffic accidents related to storm water flooding. The city experienced recent significant growth and must be able to provide adequate sewer system and stormwater system capacity to residents, business, and industry in the area.

# Appendix A

**Environmental Solicitation Letter**  
**Environmental Solicitation Agencies**  
**Environmental Solicitation Response**

# Appendix B

## Public Hearing Notice

### Public Hearing

# Sims Street Improvements Phase 2

Presented by: Josh Skluzacek and Scott Schneider  
Tuesday April 2, 2024

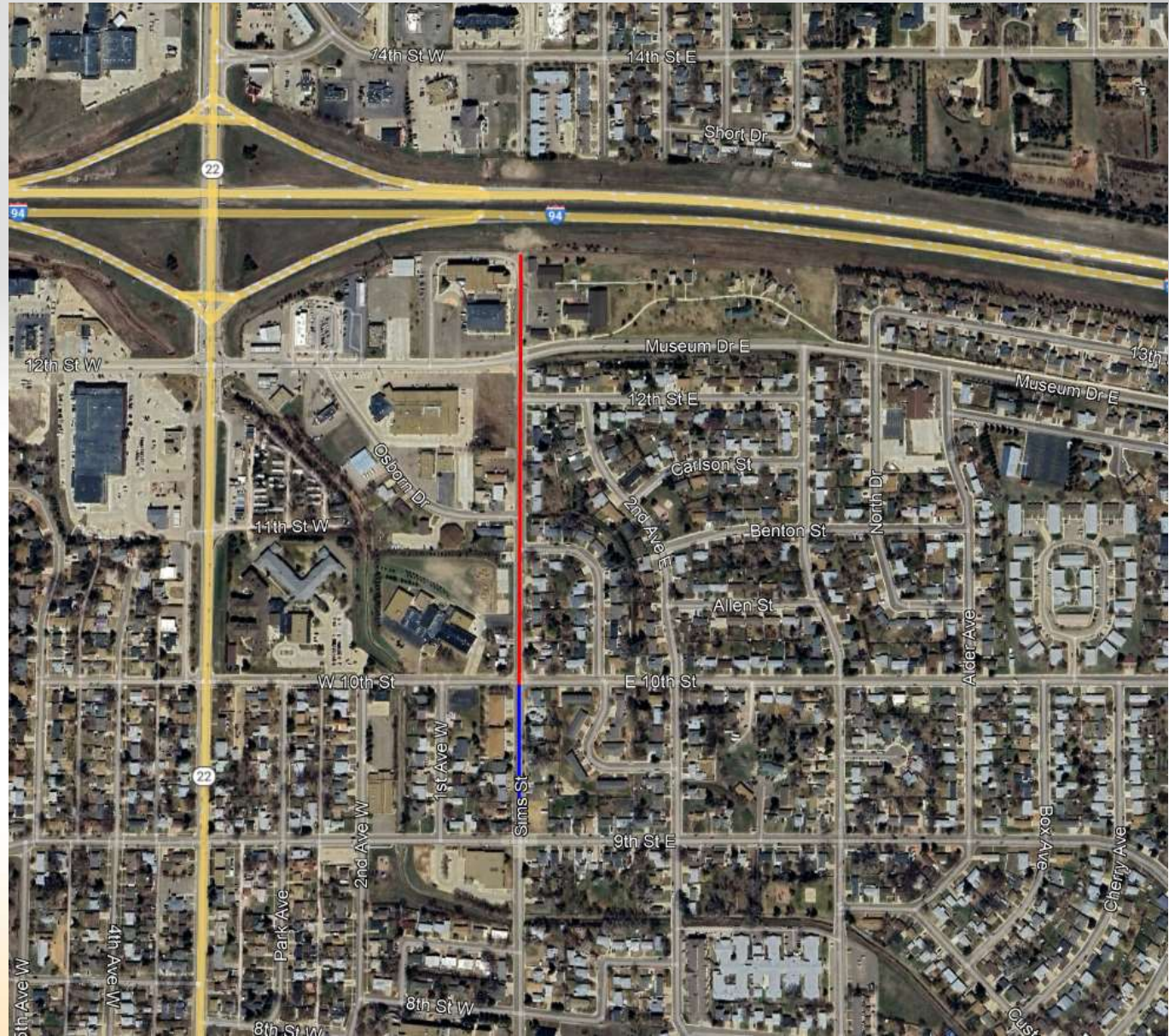
SRF Loan Facility Plan Public Hearing



# Sims – 9<sup>th</sup> St. E. to Museum Dr.

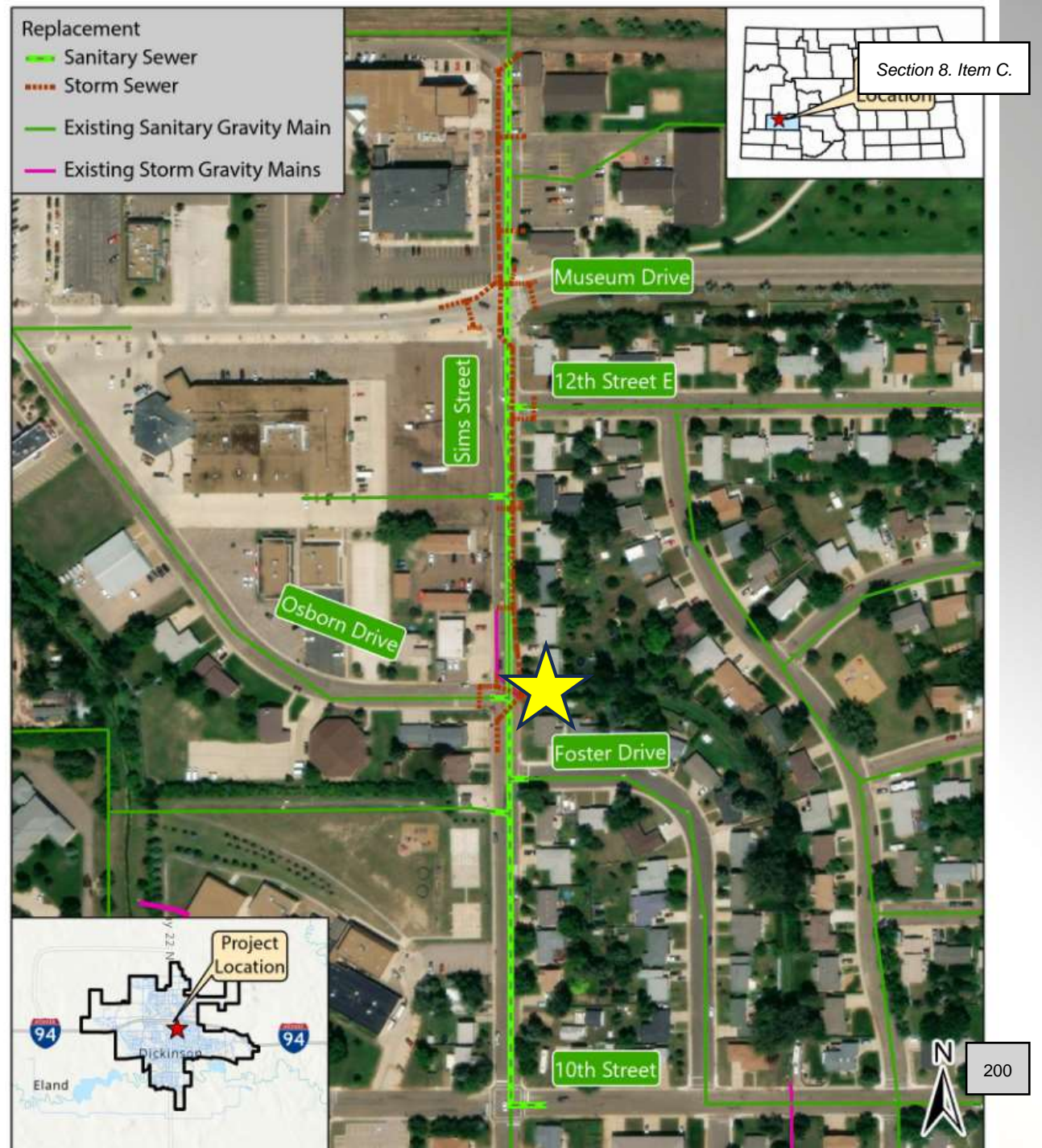
Project limits includes the right-of-way to I-94

- RED = Reconstruction
- BLUE = Mill & Overlay



# Sims St. Sewer and Storm Sewer Improvements

- Eligible for CWSRF Loan



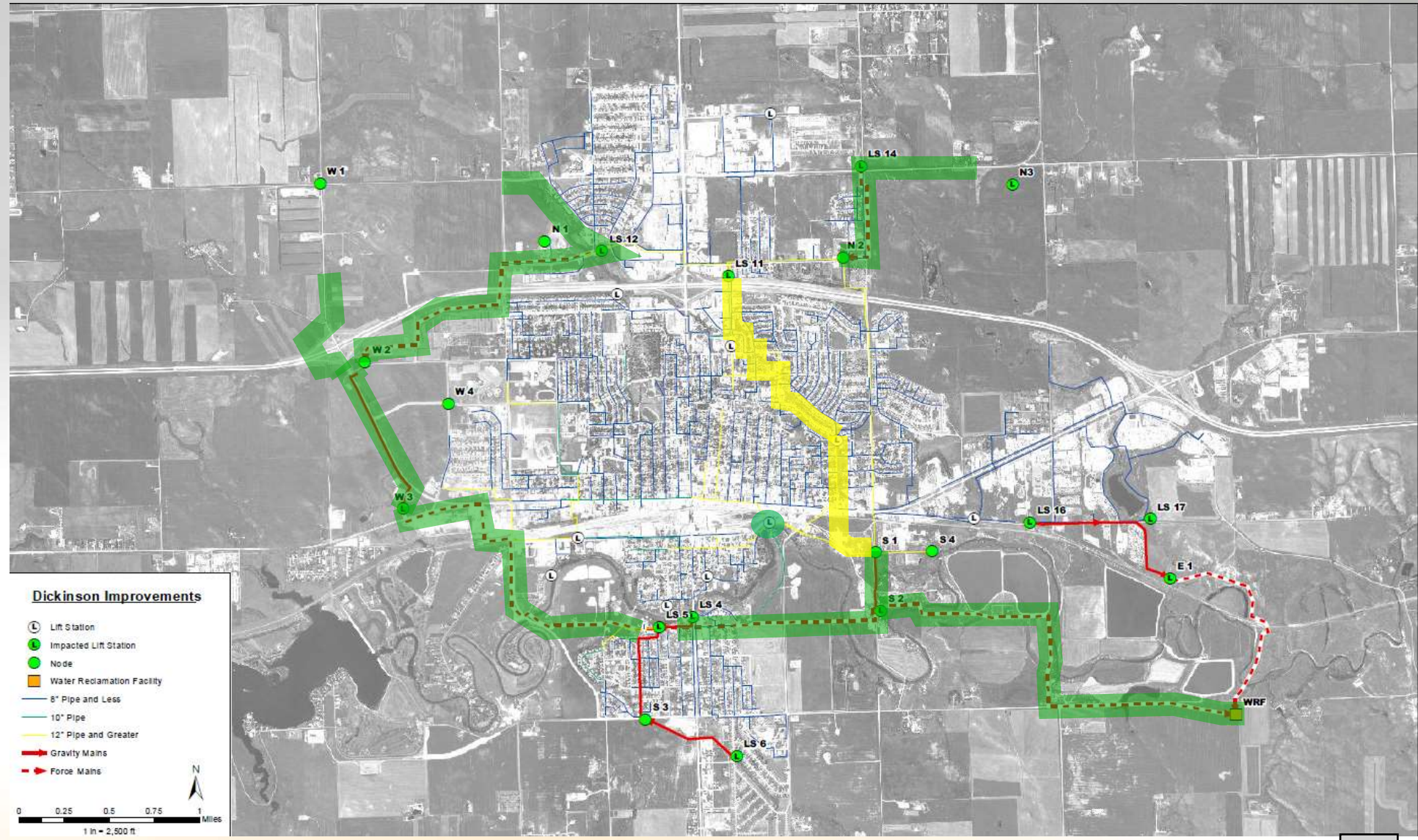


# State Revolving Fund Program

- Low Interest Loans for Water and Wastewater Projects
- Funded through EPA
- Administered by NDDEQ and Public Finance Authority (PFA)
- Two Categories
  - Drinking Water SRF
  - Clean Water SRF
- 2.0% Interest Rate Up to 30-Years
- SRF Projects Require a Facility Plan

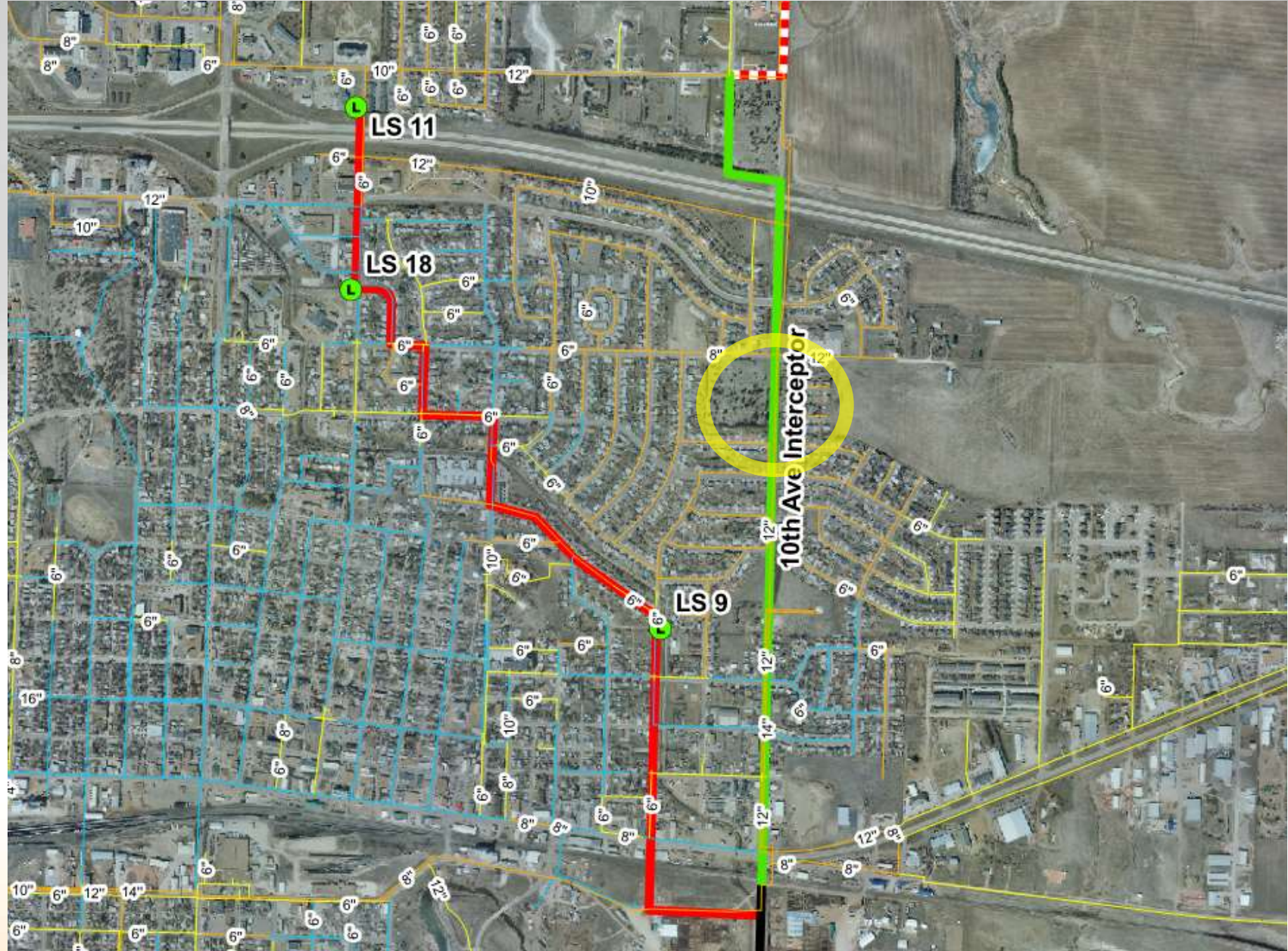
# Sims St. Collection System Improvement

Section 8. Item C.



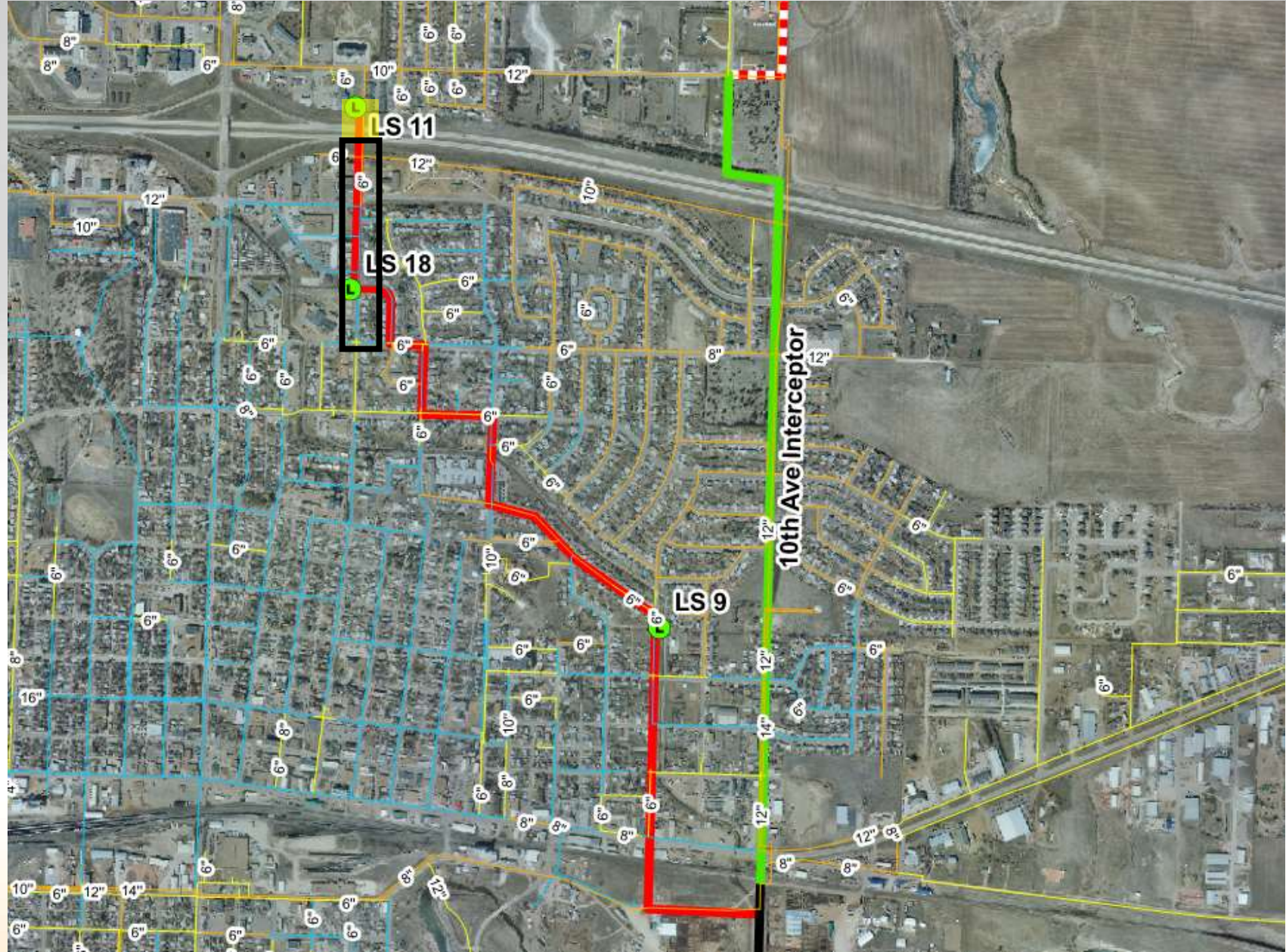
# Sims St. Collection System Improvement

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# Sims St. Collection System Improvement

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# Sims St. Storm Water Improvements

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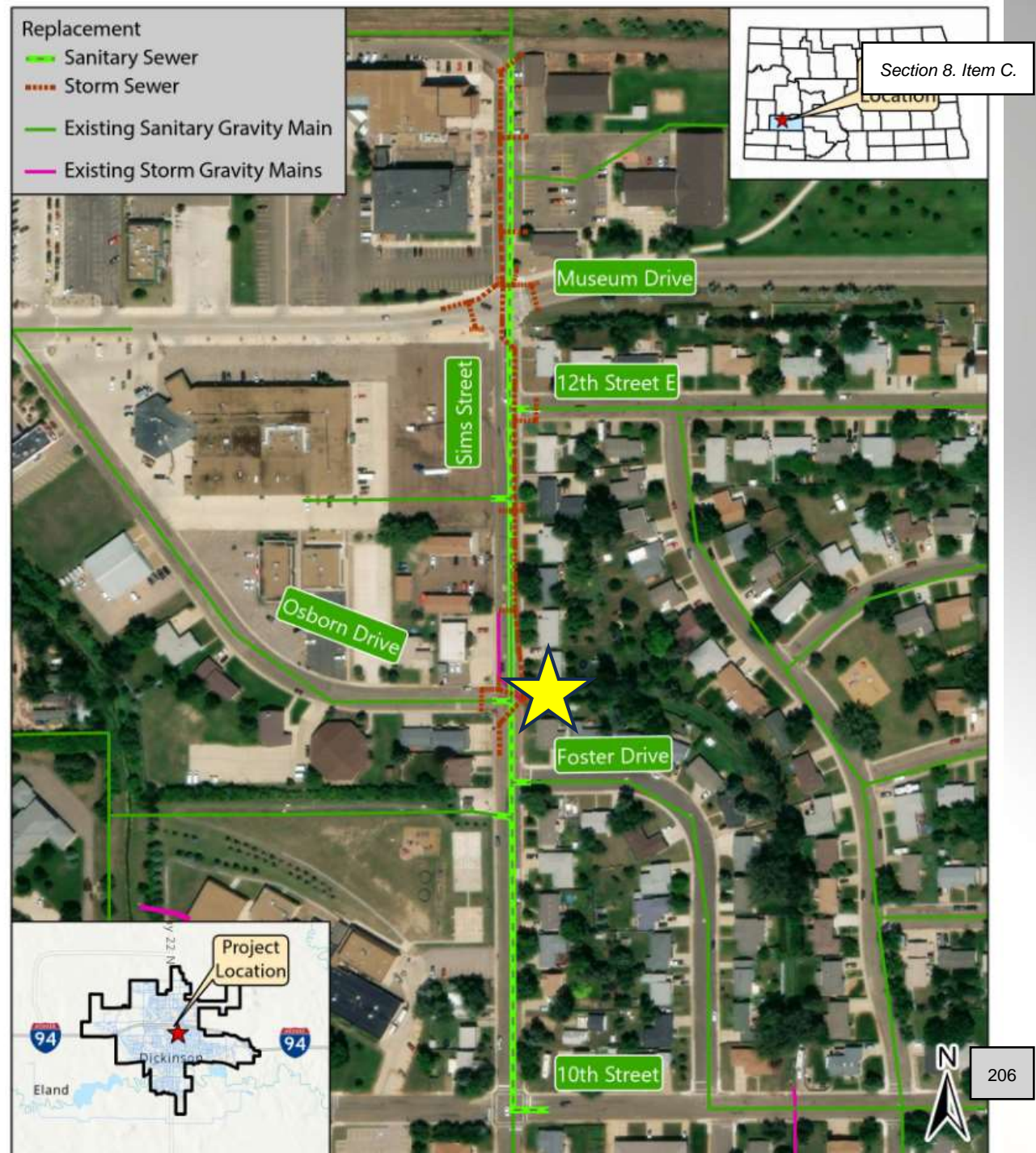


**Osborn Dr. Intersection**



**Museum Dr. Intersection**

# Sims St. Sewer and Storm Sewer Improvements



*Thank you!*

**QUESTIONS AND COMMENTS ARE WELCOME**



## Engineering Memorandum

March 27, 2024

RE: April 2<sup>nd</sup> Commission Meeting

### **202104 Sims Street & Utility Improvements – SRF Loan Facility Plan for Sanitary and Storm**

For your consideration is Facility Plan to review which was prepared for by Apex Engineering Group, Inc. to allow the sanitary and storm sewer systems to be eligible for a Clean Water State Revolving Fund (SRF) Loan through the North Dakota Department of Environmental Quality. This segment of Sims Street begins at 9<sup>th</sup> Street East and extends north to the southern right-of-way limits of Interstate 94. The project includes a full street and infrastructure reconstruction except for the block between 9<sup>th</sup> Street East and 10<sup>th</sup> Street East which will be a mill and overlay.

- Clean Water SRF Loan can fund the sanitary and storm sewer systems including the pavement restoration.
- The Sims Street sewer collection system was part of a previously approved Facility Plan; however, the storm sewer system was not.
- Facility Plan includes both sewer and storm water system upgrades for Sims St. Improvements – Phase 2.

The total CWSRF loan amount requested is of **\$2,000,000**.

The remainder of the project is anticipated to be paid for by the following sources:

- Gross Production Tax of approximately \$3.2 million
- Anticipated Department of Water Resources (DWR) Grant for the watermain replacement (\$1.4 million at 60% grant is \$1.0 million) – This is on the April 11 DWR Commission Consent agenda

The city engineering staff recommends approval.





**RESOLUTION OF GOVERNING BODY OF APPLICANT**  
(Suggested Format)

**RESOLUTION NO.** \_\_\_\_\_

Resolution authorizing filing of application with the North Dakota Department of Health for a Loan under the Clean Water Act and/or the Safe Drinking Water Act.

WHEREAS, under the terms of the Clean Water Act and/or the Safe Drinking Water Act, the United States of America has authorized the making of loans to authorized applicants to aid in the construction of specific public projects: Now, Therefore, BE IT RESOLVED

City of Dickinson \_\_\_\_\_ (Governing Body of Applicant)

- 1. That Leah Upchurch \_\_\_\_\_ be and is hereby authorized to execute  
(Designate Official)  
and file an application on behalf of City of Dickinson \_\_\_\_\_ with the North  
(Legal Name of Applicant)

Dakota Department of Health for a loan to aid in the construction of:

Sims Street Improvements - Phase 2

(Brief Project Description)

- 2. That Leah Upchurch \_\_\_\_\_, Environmental Compliance Specialist, be and is  
(Name of Authorized Representative) (Title)  
hereby authorized and directed to furnish such information as the North Dakota Department of Health may reasonably request in connection with the application which is herein authorized to be filed, to sign all necessary documents, and, on behalf of city, to accept loan offer and receive payment of loan funds.

**CERTIFICATE OF RECORDING OFFICER**

The undersigned duly qualified and acting Commission President \_\_\_\_\_ of the  
(Title of Officer)

City of Dickinson \_\_\_\_\_ does hereby certify:  
(Legal Name of Applicant)

That the attached resolution is a true and correct copy of the resolution, authorizing the filing of application with the North Dakota Department of Health, as regularly adopted at a legally convened meeting of the Board of Commissioners \_\_\_\_\_ duly held on the 2 day of  
(Name of Governing Body of Applicant)

April \_\_\_\_\_, 2024 \_\_\_\_\_; and further that such resolution has been fully recorded in the journal of proceedings and records in my office.

In WITNESS WHEREOF, I have hereunto set my hand this 2 day of April, 2024.

(SEAL)  
If applicant has  
an official seal,  
impress here.

\_\_\_\_\_  
(Signature of Recording Officer)  
**President of City Commission**  
\_\_\_\_\_  
(Title of Recording Officer)