



REGULAR MEETING OF THE CITY COMMISSION AGENDA

Tuesday, July 16, 2024 at 4:30 PM
City Hall – 38 1st Street West Dickinson, ND 58601

City Commissioners:

President: Scott Decker
Vice President: Robert Baer
Jason Fridrich
John Odermann
Joe Ridl

CALL TO ORDER

ROLL CALL

Resolution No: 33-2024

Ordinance No: 1800

OPENING CEREMONIES: PLEDGE OF ALLEGIANCE

1. ORDER OF BUSINESS: CONSIDERATION FOR APPROVAL

2. CONSENT AGENDA

A. Approval of Meeting Minutes dated June 19 and July 2, 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. Finance Committee Appointment (Enc.)

Presented by: Deputy City Administrator Linda Carlson

Consideration to approve

B. Monthly Financial Report (Enc.)

Presented by: Deputy City Administrator Carlson

Consideration to approve

C. Finance Job Descriptions (Enc.)

- 1. Finance Specialist**
- 2. Payroll Finance Support**
- 3. Finance Generalist**
- 4. Finance Tech**

Presented by: HR Director Nameniuk

Consideration to approve

D. HR Monthly Report (Enc.)

Presented by: HR Director Nameniuk

4. PUBLIC WORKS

A. Partnership Agreement with ND Solid Waste and Recycling Association for Baler Building Grant (Enc.)

Presented by: PW Director Praus

Consideration to approve

B. Public Works Monthly Report (Enc.)

Presented by: PW Director Praus

5. PUBLIC SAFETY - FIRE

6. PUBLIC SAFETY - POLICE

7. COMMUNITY DEVELOPMENT

A. 2025 Geotechnical Engineering Services (Enc.)

Presented by: Project Engineer Keller

Consideration to approve

B. 2024 Road Maintenance Change Order (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve Change Order

C. Special Use Permit - Plum Creek Canines

Presented by: City/County Planner Josephson

Consideration to approve Resolution

D. Sanitary Sewer Service Replacement SID Resolution for 43 6th Ave W (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve Resolution

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

A. DSU Funding Request - Ag Building

Presented by: Ty Orton

B. Dickinson Rail Fanning and Model Railroad Club (Enc.)

Presented by: Marek Ficek

C. Public Hearing - Chapter 14 Code Amendment - Floodplain Model Ordinance (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve first reading of Ordinance No. _____

D. Public Hearing - Chapter 7 Amendments - Penalty Updates (Enc.)

Presented by: Attorney Wenko

Consideration to approve first reading of Ordinance No. _____

E. Public Hearing - Chapter 20 Amendments - Weeds (Enc.)

Presented by: Attorney Wenko

Consideration to approve first reading of Ordinance No. _____

F. Public Hearing - Chapter 21 Amendments - Mobile Home Parks (Enc.)

Presented by: Attorney Wenko

Consideration to approve first reading of Ordinance No. _____

G. Public Hearing - Chapter 24 Amendments - Nuisances (Enc.)

Presented by: Attorney Wenko

Consideration to approve first reading of Ordinance No. _____

H. 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 am on July 16, 2024.

Teams Meeting: <https://tinyurl.com/CCM-07-16-2024-Teams>

Teams Meeting ID: 263 322 930 467

Meeting Passcode: p8u3AU

Teams Phone #: 1-701-506-0320

Phone Conference ID: 269 491 128#

Local Phone #: 701-456-7006

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

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

City Attorney states the Commission could adopt the proposed recommendations as in the report. You do have the authority to amend or change recommendations. Purpose of today proceedings. Any facts that are not related should not be discussed.

Mr. Matthew Galibert states he had asked what should be expected by a statement. I am not aware of what I have prepared is going to afford with the rules as stated. Really new experience for the first time and nerve wrecking as ever. I was not told that I would be allowed to make a statement at 12:43 MT today. This does not feel transparent. Complaints reside and interviewed with investigator I felt this would be the end of it and not in a public setting to discuss. Embarrassed with it. Candid emotional toll. He does not understand why any of this had to happen. I don't understand why Mr. Dassinger told police that he was unstable. He states if had intentionally upset someone I have not been told. People told me what I have done is brave. I feel ashamed as I brought it on myself. I feel worried of about what I saw on body cameras. HR and a couple of people said to justify rather than apologize. Once people that I trusted to make such claims on a proper basis. As you can tell that my voice is not good after an illness. Mr. Galibert states Mr. Dassinger definition of other harassment is dependent upon complaint. When Mr. Dassinger met with PD did not appreciate his attitude. Mr. Dassinger continued in an inappropriate way, and they have actual footage. He states the investigator recommended improving chapter 29 to better improve chapter 29. Investigator did not provide an "could not substantiate any violation of harassment" This appears that the investigator made a determination. This investigator has not analyzed has been conducted and provided.

City Attorney Wenko asks Matthew Galibert if he is still desiring a written apology and request of expungement of the report that was made at the end. She states he is asking for no written statement from Greg Beck or Shelly Nameniuk at this time.

Administrator Dustin Dassinger thanks the Commission for taking the time for reviewing investigation report. He states the allegations were not substantiated by himself. One claim does states that he received on 2/16/2024 a text that "Matt has gone roque". He states his text stated that Mr. Galibert strewed his personal information throughout the parking lot. He had answered this call and headed to city hall. Administrator Dassinger states arriving at city hall in sense the train had already left the station and had conversation with Mr. Beck. Beck found property in parking lot.

City Administrator Dustin Dassinger states he had acted on the information had available to him that morning. He states the HR policy manner is written in chapter 29 other harassment by another person. Opinion of employee is personal demand and a crucial aspect of this definition. He states specifically Mr. Galibert and Administrator Dassinger were in front of city hall with the Police Department staff. No substantiation of any form of harassment. Stringent under state or federal regulations. Administrator Dassinger does feel he applied the HR code consistently and fairly. He states he has served nearly 25 years. My personal file is explementary. He based his actions on information on prior observations. It is Administrator Dassinger's firm belief harassment is not warranted. Dassinger states the newspapers articles have tarnished his reputation and myself. He will

not write a rebuttal to those articles and will take the high road. Commission refrains any disciplinary action.

City Attorney Christina Wenko asks for questions from the Commissioners to Mr. Matt Galibert. The Commissioners did not have any questions.

City Attorney Christina Wenko asks for questions from the Commission to Greg Beck

Commissioner Jason Fridrich asks who the hell throws out their meds and personal property around.

Risk Management Greg Beck states he has had employees come to my office and not file anything formally but talked about situations that had happened at that time or leading up to this incident. No comments from upper management. He states staff had concerns having been in their office and making them uncomfortable, not sure if dangerous.

Commissioner Fridrich states that Mr. Beck said this guy is not stable. Commissioner Fridrich asked what had transpired and found unfortunately and other comments that were coming up I would admit that was probably inappropriate. Commissioner Fridrich asks Mr. Beck that did it every cross your mind and call Matt and find out what happened.

Mr. Beck states this is outside of my authority and expertise.

Commissioner Fridrich asks what was the conversation with Deputy City Administrator Linda S. Carlson or HR Director Shelly Nameniuk. He states nobody seemed to feel that there was a concern enough to pick up the telephone and call Matt. Commissioner Fridrich asks Mr. Beck of the protection of all employees and their welfare. When call was made to access the building that the building was secure. He questions that if a call would have been made to Matt this would not have what had today.

Commissioner Robert Baer questions Mr. Beck as how did he determine how that stuff scattered on the pavement was Mr. Galibert's being angry.

Risk Management Greg Beck states conversations leading up to this date numerous points seeing stuff carried in and out as he was quitting. Mr. Beck did not know if Mr. Galibert had been terminated or if he turned in his notice and left. Personal belongings were scattered around 3 parking spots. Mr. Beck initially texted HR Director Nameniuk and asked her.

Commissioner Robert Baer asks Mr. Beck if he has ever known anyone to scatter their personal things after quitting or being terminated.

Mr. Beck answers yes.

Commissioner Baer asks Mr. Beck if he checked his office.

Mr. Beck states he did not.

Commissioner Baer states when you see things scattered especially medication why was not the first concern that he was not attacked. A phone call would have stopped this. This started with you.

Mr. Beck states no, he collected his personal property to protect his identify and protect him. Then I contacted Ms. Nameniuk.

Commissioner John Odermann asks if staff approached with your concern because you are responsible for safety.

Mr. Beck states that he is guessing that the City had that training back in October and they may have felt uncomfortable, not threatened. They were letting me know that something potentially may be known.

Commissioner Fridrich asks if these incidents documented.

Mr. Beck states no these were just general conversations.

Commissioner Fridrich stats that every time someone comes and complains should it be documented, did HR document it.

Mr. Beck states this should have been recorded.

City Attorney Christina Wenko asks the Commissioners if they have any questions for HR Director Shelly Nameniuk.

Commissioner Robert Baer states to HR Director Shelly Nameniuk that this is de ja vu. He states he was on the Civil Service Commission and this same sort of incident with Ms. Nameniuk had happened. Commissioner Baer had given Ms. Nameniuk suggestions at that time and because the decision went in her favor at that time, she did nothing about improving herself. He states he had read through the report and states that none of the meetings were documented on the employees. Commissioner Baer asks Ms. Nameniuk if she has any documentation.

HR Director Shelly Nameniuk states she does not have any documentation.

Commissioner Baer states that when your own employee in HR stated that his behavior was threatening towards her, maybe uncomfortable, was any of this documented.

Ms. Nameniuk states feeling uncomfortable could be the situation today, maybe situation was not to the level of concern of discipline but it should be documented. They were not at any point to be disciplined Mr. Galibert was frustrated with his superior and Administrator Dassinger.

Commissioner Baer got a copy of his evaluation and it states meets standards to exceed standards. This was on 12/4/23. Why was this not part of the investigation and nothing wrong with his behavior. It was his behavior erratic or concerned about his mental health. Why was not all documented? If you are seeing of how Mr. Galibert was acting you should have been writing some things down. His probation could have been extended. I see a bunch of problems but nothing is being documented. If not documented it didn't happen. It goes back to the last period was in. Nothing document then we circle the wagon and come up with a bunch of allegations and make employee look bad. Commissioner Baer asked if the EAP program was offered or Ms. Nameniuk could have requested Mr. Galibert to be seen by EAP counselor to check out his mental health. Not once was he told that he needs to go there. Nothing was done but we are all concerned of Matthew's mental health.

Commissioner Jason Fridrich states that two-hour meetings became the normal.

HR Director Shelly Nameniuk states she got involved when Mr. Dassinger and Matthew met for 4 ½ hour visit. Talked about how long it took and any resolution to the meeting. Dustin asked to set up another meeting and talk it through and Matt knew where we were. Matt came into my office the day before and visited with me. Most of these interactions happened right before that day.

Commissioner Fridrich states conversations with Matt were they informal. Was he coming in complaining administration and his supervisor? He is coming to HR with complaints of Administrator and/or Supervisor. Were any of these conversations documented. Commissioner Fridrich states the meeting was 2/7/2024. Now HR was involved. Multi hour meeting 2/7. All the Commission got out of that meeting is that Josh had a chicken scratch that no one can read.

Ms. Nameniuk states Josh wanted a little bit of clarification from Matthew. Matt came to him with guarantees with additional staff and promotion. Dustin wanted to get on the same page we need to figure out how we are going to work together, or your need to move on. We never really came to a conclusion.

Commissioner Fridrich asks Ms. Nameniuk was there an outline of the meeting or an agenda.

Ms. Nameniuk, states no, no agenda

Commissioner Fridrich asks when you have a meeting like this maybe something should be documented. Several meetings with city department meetings. HR needs to be involved by Dustin. We have nothing that we can look at of what was discussed, of what happened. Isn't that the first thing of HR is documentation.

Ms. Nameniuk states if a meeting to discuss some discipline but that was not where we were going with and setting up future goals. Sitting down with supervisor and you are trying to rectify this. Coaching and set goals or ask them to resign. Please explain. Ms. Nameniuk states it was a casual conversation to try to see if this would work.

Commissioner Fridrich states casual if we have a discussion. If you are setting up a meeting with HR that is a formal meeting.

Commissioner Baer asks Ms. Nameniuk did you observed his body language change in different meetings. He wasn't raising his voice but clearly changed his body language and these were signs to look for. Creating a hostile work environment and retaliated because he did not get his why. Why did you not document and send to EAP program? Why would you not document? You were saying that he was hostile before than with all the employees here. On the day that Greg finds his stuff, compliant that person has gone rogue. This was what you felt. It was based on your feelings and not your fact. Both of you escalated the situation. Why not call him first? Then led Mr. Dassinger to believe that people had gone hostile.

Nameniuk states none of that fit together to me except for that date. I was still looking at the positives. When you start putting all together and looking through and see what sees in the parking lot. We maybe need to be cautious. Nameniuk suggested that we should possibly do a welfare check.

Commissioner Fridrich states you, Ms. Nameniuk and Ms. Carlson said that an employee had gone roque.

Shelly said that an employee may have gone roque.

City attorney Christina Wenko asks for questions for Mr. Dassinger.

Commissioner Fridrich asks what happened when Mr. Dassinger showed up at city hall

Mr. Dassinger states that Ms. Nameniuk was in parking lot. I asked her to stay in the vehicle until get situation figured out. I was unaware what had taken place between Shelly, Linda and Beck. He then met with Mr. Beck and PD were on scene. At that point in time, Mr. Beck did not witness items or know for sure if that was in parking lot in the morning. Get to the bottom of it. Mr. Dassinger asked IT to pull video. No calling a timeout in this process. Mr. Galibert arrived in city hall and met with police officers. Mr. Galibert had

no access until they had seen what happened. Mr. Dassinger met with Mr. Galibert in parking lot with police. His intent was not to belittle Mr. Galibert and seen video later of what happened later. Property was accidentally left and possibly ran over.

Commissioner Fridrich asks Mr. Dassinger did you ever think you should have checked on Mr. Galibert wellbeing?

Dustin states he checked on city hall staff and checked their safety. He did not have Mr. Galibert phone number.

Commissioner Fridrich asks Mr. Dassinger if there was ever a time, he felt Mr. Galibert was dangerous.

Dustin states Mr. Galibert' s walking around with his resignation letter in his hand and his behavior drastically changed off of probation. He never acted violent.

Commissioner Fridrich states one time visibly upset and shut his door loudly. I don't know how we get to that level that fast. That he is coming here to harm someone. Do we sit back and look at fact and say nothing is really adding up quite yet and see what happened. He showed up for work.

Dustin stated he acted on formation that was given to me. It was said that Matt has gone roque and what had taken place at city hall. Resignation letter and demands not met. At that point I am taking in of what is taking place. Did Matt make any threats prior to that no he did not. There does not mean there could be work place violence.

Commissioner Fridrich questions Mr. Dassinger as to do you regret any comments that you made on video of calling Mr. Galibert bipolar, if he is going to hurt anyone, me or Josh. He has been very unstable when he got there.

Dustin states informed the police officers of what my opinion was. More visible signs once he got off probation.

Jason – once met with HR you didn't think it was important to document?

Dustin – follow up meeting after josh and I had. Matt was unhappy with immediate supervisor, and job not fitting into his job description. That is when I asked another meeting with Shelly. The goal of improvement not only working condition for Matt and also for Supervisor. His immediate supervisor was writing things down. His supervisor always carries a notebook. This meeting was not a casual meeting.

Commissioner Fridrich states the thought process of bringing HR to the meeting. I call it coaching if you are working.

Dustin – I wanted another witness there and important to have another person in the room except for Josh and I.

Commissioner Fridrich states if there are concerns documentation should be done.

Dustin – documentation is very important.

Commissioner Fridrich states it is interesting that dealing with employee concern and nothing is written down anywhere.

Dustin – documentation is very important.

Commissioner Baer states this is very disturbing to me especially because you are the Administrator. Looking over evaluation. Supervisor gives him glowing reviews on 12/4 and that is the only performance eval. How does someone get a glowing review and then less a month and a half the guy become a roque employee and thinks he is going to go postal. On 1/26 meeting with Matt, he is being very demanding, insubordinate, he is there to lecture you. Why wasn't he fired, if this was his behavior why was he not immediately terminated?

Dustin states the City gives an employee a chance. Termination proceedings because of that we would probably be sitting in a civil service meeting. Purpose to meeting we were trying to work out things.

Commissioner Baer were you and his supervisor to come up with some goals to continue to be a functionals employee for the city.

Dustin – goal to work with his supervisor to have work completed. There were no goals outlined for Mr. Galibert to work out and only to work goals to work with supervisor and working supervisor.

Commissioner Baer states he should have at least got a verbal warning that he was out of line at this time but he was not. Commissioner Baer has issues with that. How did you come up with Mr. Galibert was bipolar?

Dustin states Mr. Galibert would start low, go high, come down low, demands in meetings or other questions, next day get an email about meeting. My personal meetings.

Commissioner Baer asks if there was any documentation of that behavior.

Dustin states no.

Commissioner Baer states people diagnosed with bipolar are rarely aggressive. If we are going to label someone that is roque it would be someone who is antisocial or psychotic. Problem with labels. If that was the case, why was he not sent to be evaluated?

Dustin states that he did suggest there were resources to him. I cannot order an employee with EAP.

Commissioner Baer states an employer has the right to request that the employee to attend EAP. This is an action that should be done if this employee was unstable.

Commissioner Odermann states is there is anything in this whole series of events you would have done different.

Dustin states he would have hoped to take a time out to do things better. He wishes he could have slowed situation down more, more knowledge and information it would have not gotten his far, better video that we would see it. It was very unfortunate circumstance and feel for Mr. Galibert and acted on information that was given to me at that time and prior. He has nothing against Mr. Galibert and no malicious intent.

City Attorney Wenko asks for any more questions to anyone.

Commissioner Odermann states in light of Dr. Bears comments he thinks there is some incidents of insubordination here. Isn't there a level of documentation to make that determination as well?

Nameniuk – if it is really severe and we were trying to make this a good working relation. Supervisor was not at that point to do a disciple.

Commissioner Odermann states this is so concerning to me. Several people that there were concerns, and we have nothing documents. If a concern level of insubordination, how do we not have any documentation? Really frustrating. Has a lot of conversation and nothing is documented. As far as HR. policy goes this did not happen. We could have documented it all.

Shelly states this is right. That is something we can do better. We have talked about this before and sometimes we push it too far to fix things before it gets documentation. We could have documented better.

Commissioner Baer states cases where serious concern by department head about employee performance, working with HR could require participation in EAP. If they were going as bad as this was recording in this part why was there not an action plan. We are to use the policy to protect the senior staff but don't use the policy for our own employees. It was brought up that was where was a concern of employees and safety but there were

employees in building and employees on their way to work. We have a system alerting all employees to not come to work. Don't want to do that as we don't want to alert Mr. Galibert because he is the person of concern. Why bring him into the city hall. Once you know what is happening use the system. Why not protect everyone and have everyone stay home until going on.

Dustin – we are working on emergency operations plan. We could have used a max text message to current employee. To alert potential employee to potentially situation at city hall. It could go both ways. He was greeted by police officers. With that in place I felt people at work and coming to work were safe.

Commissioner Baer states when it was all done and it wasn't the way it was originally. Why were not the employees in the building told that things were, okay? Whose decision is to make sure everyone knows that all is good and clear and come to work at. Ease the anxiety that was crated to the employees that were here. Worried about employees and not warn them of the crisis and it is over. Were all supervisors contacted and said that you need to tell your workers that everything was good.

Dustin states there was a meeting in my office with supervisors. No documentation.

City Attorney Christina Wenko states if there are no further questions, she gives recommendations and suggestions. Policy recommendations first and personnel recommendation second.

1. Issue written apology to Mr. Galibert report is silent of who should issue that report.

Commissioner Fridrich stats all three should write a written and the city on behalf of city commission write an apology. It is warranted. Situation that was very disappointing in my eyes. Commissioner Baer and Commissioner Odermann Baer agree

2. Payment for potential moving expense – Matt and Attorney – they are asking for no payment
3. Reasonable expensive for potential counseling sessions.
If this is something that he is still asking for.

Matt states yes, he is still requesting this.

Commissioner Baer states this situation was greatly blown out of portion. Mr. Galibert does not have to go through this. I'd do feel this is our responsibility to pay for counseling to help him get through item. Seven sessions to help him but I do believe that we are responsible for that.

Commissioner Fridrich states no issue with the sessions. Commissioners Sobolik feels this is appropriate Commissioner Odermann has nothing to add. Mayor Decker – yes agrees to payment.

Attorney Wenko states of chapter 29 changes. She does agree with Report for updates to article 29.08. Code contains conflicting sections. We need to get this updated. Last time looked at its 5+ years ago recommend that we look at this every few years. Not stagnant. Need to make sure it is updated. Fully support recommendation. Attorney highlights the Code does not mere federal and state of definitions of harassment. We should be making sure the code should replicate state and federal. Taking an overall review of chapter 29.

Commissioner Fridrich states there is no such things other than harassment other than protected laws.

Attorney Wenko suggests that we need to figure that out and have someone that has experience in employment law to help us understand that this is correct as there is other types of harassment. Under federal standards, it has to be a protected class. Attorney Wenko states when we have extensive employee issues in the past, we have reached out to outside council that has assisted with us. Ms. Wenko will send out code and will have on the committee HR, Attorney Wenko, Administrator Dassinger and if want working group absolutely. Whatever changes we make will be a lot of involvement. Start with people experts in the area. Commission and additional Civils Service member involved. Recommend with attorney we would sit down and make some educational session with staff so they are aware of what is changed. Also needed is a policy for emergency situations. Ms. Wenko states that there are lots of things have been learned from this situation. We have the ability to adopt a protocol if this should happen again. I would support this recommendation. She states there needs to be staff relationship building. There are various ways that the city can be better building relationships internally. Task with Mr. Dassinger and executive team on how we can do that.

Commissioner Odermann feels that relationships internally and externally would benefit as well.

City Attorney Wenko states Mr. Beck, did not find that any discipline was warranted about Mr. Beck said the investigative attorney.

Commissioner Fridrich states he went back and forth this a lot. He does believe Mr. Beck was doing what he thought was right and in the best interest as a safety mgr. comments and actions that deserve some kind of disciplinary action. Mr. Beck should receive some sort of written warning. Against taking Report recommendation.

Commissioner Baer feels at least minimum written warning. Additional training is required. Concerned about your actions. Decisions of how acting was inappropriate.

Things said should have been confidential, and I think additional training and dealing with potentially hostile situation or communication or anything with how to react in a potential situation where there could either be an employee or hostile or been abducted.

Commissioner Sobolik feels violations of privacy that were interrupted.

Commissioner Baer comments that Mr. Beck made to staff claiming that we had a mentally ill employee going off. He denies saying this but several staff being interviewed said that this is what Mr. Beck stated.

Commissioner Sobolik does feel training is very important, but I did feel that information was private. Some kind of end all communication is something that making sure part of the training that this is important. Delineation of whom is going to carry out that information. I am not sure of written warning. Situations can go fast and people do not know what is going on my textbook doesn't tell me what to do. Struggling don't feel that Mr. Beck stepped out of line making a reprimand. Snow balled very quickly.

Commissioner Odermann tends to agree with Commissioner Sobolik. Beck's responsibly is that staff in city hall are safe. I am not so sure that we are standing in judgment here would have acted any differently. I think he did his best in that moment. I would not be opposed to a coaching form to be placed in his file. Coached and directed to get additional training.

Commissioner Baer is concerned that people need to have calm cool heads to come into situations and paid to make these decisions. These are not new trainees on the job. A simple phone call to Mr. Galibert could have stopped this entire process. We look for Mr. Beck to be for maintain the safety of building and employees. Mr. Galibert was one of those employees. Commissioner Baer feels he failed at his job at this time. Since though was written down and hearsay and he reacted on hearsay instead of facts. I feel a write warning needs to be in his file.

Commissioner Fridrich went back and forth and settled on warning as there needs to be some consequences. This investigation, the cost, the time, there has to be some kind of consequences. I would stick with warning.

Commissioner Odermann states there has to be consequences. Significant harm here. This is a hearing that typically would not be heard by a significant number of people that are hearing right now. I struggle with the fact with a written warning there has to be significant consequences here.

MOTION BY: Jason Fridrich

SECONDED BY: Robert Baer

To approve the policy recommendations as stated in the Investigative Report.

Commissioner Fridrich does support Dr. Baer's recommendation of a written warning, total lack of documentation by HR past experiences I have had with HR issues with continued thing and hear it over and over again. I would even be more to the reprimand side to the truth.

Commissioner Odermann states the city has have to make sure that we stick to the facts of this instances. We talk about what happened in this situation. Take past experience and 5 of us have to make.

Commissioner Baer lists items for concern. That is not data that should be taking into consideration into this report. I would agree there is a lack of documentation to this report and that is concerning but we have to stick to the facts of this incidents. Can't allow past experience to create an emotional reaction to the lack of documentation.

City Attorney Wenko advises the Commission to focus their discussion on the Report and the facts surrounding the Report and not to consider facts outside the report as it creates due process issues because the respondent employees do not have an opportunity to defend themselves against those allegations in today's proceeding. Need to focus on what you have in front of you.

Commissioner Baer is concerned as a commission if we are going to keep going these things. If there is a pattern and it's being repeated, I am at a loss.

City Attorney Wenko asks if you have enough information in the Report to make that recommendation that is fine.

Commissioner Baer states based on what we have right now read flags as a commission so many red flags that were missed by HR Director that she should have been able to pick up she dropped the job. It is her job to advise the supervisor of what he can do if Mr. Galibert is acting inappropriate but yet she did not do her job. I think more than just a warning is warranted here. She is the one they go to for answers and I don't feel she is doing her job.

Attorney Wenko states there is room for improvement how we empower our staff to know and trust them of when it is the right time to document a report. Possibly better training that now is the time to report. She states working with departments she thinks that is something that is city wide. We have to be better in this process too.

Commissioner Sobolik states the city is looking at what happened on 2/16. There was not an HR situation here yet. Trying to get the supervisor to work together. I don't believe HR was present and involved but just a middle man. That morning I am not sure if documentation would have helped. We are looking for Shelly to have documented.

City Attorney Christina Wenko states copies or drafts that would be provided with the result of proceedings, modify and update based on motions and we will get those sent out and Ms. Wenko will take and work with city staff to get on proposed recommendations and bring those forward as they are ready.

4. **ADJOURNMENT**

President Scott Decker adjourns the meeting at approximately 4:20 P.M.

OFFICIAL MINUTES PREPARED BY:

Rita Binstock, Assistant to City Administrator

APPROVED BY:

Dustin Dassinger, City Administrator

Scott Decker, President
Board of City Commissioners

Date: July 16, 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, Robert Baer and Joe Ridl

Telephone: None

Absent: None

1. PLEDGE OF ALLEGIANCE

2. ORDER OF BUSINESS

MOTION BY: John Odermann SECONDED BY: Jason Fridrich
To approve the July 2, 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 June 18, 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. High Speed Rail Alliance Rescind of Motion

City Attorney Christina Wenko states the City originally voted to support the membership of the high-speed rail alliance. It was discovered that this is not the right organization and the City is asking for reconsideration.

MOTION BY: John Odermann SECONDED BY: Suzi Sobolik
To rescind the motion for approval of the high-speed rail alliance.

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

B. Oath of Offices

Honorable William Herauf administers the Oath of Offices to President of City Commission Scott Decker and Commissioners John Odermann and Joe Ridl.

C. Vice President Selection

President Scott Decker opens up the Vice President seat for the City of Dickinson.

MOTION BY: Jason Fridrich SECONDED BY: John Odermann
To appoint Commissioner Robert Baer for the Vice President seat.

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

D. City Boards/Committees Appointments/Reappointments

President Scott Decker presents the updated City Board/Committees Appointments and Reappointments.

MOTION BY: Joe Ridl SECONDED BY: Robert Baer
To approve the City Boards/Committees Appointments/Reappointments as presented.

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

E. Ports to Plains

City Administrator Dustin Dassinger states that the 2024 Ports to Plains conference will be September 10-12, 2024 at the Astoria in Dickinson, ND. He states this organization advocates for robust transportation, infrastructure along the regions of key economic sectors such as food, fuel, etc. He is requesting the City of Dickinson become a silver sponsor at \$2,500. This would include a logo at the conference, and 2 complimentary registrations. Part of the conference is a tour to Medora to the library and this is to encourage tourism.

MOTION BY: Jason Fridrich SECONDED BY: John Odermann
To approve the silver sponsor of Ports to Plains of \$2,500.

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

F. CVB Board Appointment

Executive Director Terri Thiel presents Jeremiah Thorpe as a new CVB Board member. She states with his financial knowledge and community knowledge he will be an asset to the board. She states the CVB wants to make sure they have a well-rounded board and different industries advocate for the mission of bringing people into the community.

MOTION BY: Robert Baer SECONDED BY: John Odermann
To approve Jeremiah Thorpe to the CVB Board.

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

G. Library Board Appointment

President Troy Kuntz states that there are two nominations for the library board appointment and they are Lisa Aune and Kimmy Ho. He states Ms. Ho will be a three-year term and Ms. Aune will be fulfilling a 2-year term. Mr. Kuntz states on behalf of the library board and staff he is asking for approval of this appointment.

MOTION BY: Jason Fridrich SECONDED BY: Joe Ridl
To approve Lisa Aune and Kimmy Ho to the library board.

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

H. Date of First Budget Work Session

The date has been set for Tuesday, July 9, 2024 at 8:30 a.m.

5. PUBLIC WORKS

A. Reports

1. None

6. PUBLIC SAFETY

A. Fire Department

1. Medical Director Agreement

Fire Chief Jeremy Presnell is asking for approval of the medical director agreement with the Sanford clinic along with Dr. Zimmerman. He states this agreement is required by the state for licensing. He states staff recommends approval.

MOTION BY: John Odermann
To approve the Medical Director Agreement.

SECONDED BY: Joe Ridl

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

2. Quarterly Fire Department Report

Fire Chief Jeremy Presnell presents the quarterly Fire Department Report to include 629 calls for service which is 1% decrease due to how wet the spring has been. He states this has been the highest EMS calls. There were several hours of training. He states Station 1 had 71% of the calls. They are looking at how to divide the calls up between stations. Station 1 response time is good but station 2 response time has been increased due to the training response times. He states there were 477 routine inspections for the quarter.

7. COMMUNITY DEVELOPMENT SERVICES

A. Downtown Lighting Phase 1B Bid Rejection

Project Engineer Kris Keller presents for the Commissions consideration a service contract with the lowest responsible bidder to purchase materials and construct the Downtown Light phase 1B portion. He states the submitted contract for the materials and construction of this project is \$406,600 on a firm basis. The project was approved with the 2024 capital improvement project budget, and it is to be paid for using the Local Sales Tax. The total project was budgeted at \$403,000. The city engineering staff recommends rejecting this bid.

MOTION BY: Jason Fridrich
To reject the Downtown Lighting Phase 1B Bid.

SECONDED BY: Robert Baer

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

B. Southfork Acres Major Final Plat

Engineer and Community Development Director Joshua Skluzacek presents a final plat for Southfork Acres. He states this is just outside of the city limits in the ETZ zone. It is also located outside of the urban service boundary area. The total project is 51.11 acres and meets all the requirements per the City code. Director Skluzacek states this is also a development agreement which includes the eastern easement and ingress and egress and also private utilities. There is an easement that would be available for right away for those individual lots and would be able to go against the direction of the right away and allow a secondary access to highway 22. This property was rezoned recently and staff recommends approval.

MOTION BY: John Odermann
Adopt Resolution No. 32-2024.

SECONDED BY: Jason Fridrich

RESOLUTION NO. 32 - 2024
A RESOLUTION APPROVING FINAL PLAT ENTITLED
SOUTHFORK ACRES SECOND SUBDIVISION
STARK COUNTY, NORTH DAKOTA

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

C. Monthly Report

Engineer and Community Development Director Joshua Skluzacek presents the monthly report to include 26 pre applicant meetings in 2024 and May and June have been quite busy. There are number of projects on the way in engineering and reviews the projects and their progress. The most notable projects are Highway 22 traffic signal and the 3rd

street and 3rd avenue traffic signal. Director Skluzacek updates information on GIS to include updating maps to improve performance.

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

A. Public Comments not on Agenda

Resident Ruth Heley would like to share that she has been attending the Library Board meetings and recently attended the election meeting. She states she has been seeing great growth in the progress of the board and the procedure and openness of their response. She states the library board meeting was very professionally run this year and she sees a lot of positive changes.

9. COMMISSION

President Scott Decker states the City had rescinded the high-speed rail and joined the property train organization. He states Commissioner Baer has done some research and there is an opportunity for a commissioner to be on the committee for this. He states since Commissioner Baer is on the NDLC he is asking if someone else would like to be on the committee for the Amtrak. President Decker does state that Commissioner Baer is the City’s planes, trains and automobile guy. Commissioner Baer states he would like to be on this board.

Commissioner John Odermann states that Commissioner Baer had found himself more work.

Commissioner Joe Ridl will not be present at the July 16, 2024 Commission Meeting.

ADJOURNMENT

MOTION BY: Joe Ridl

SECONDED BY: Jason Fridrich

Adjournment of the meeting was at 5:20 P.M.

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

OFFICIAL MINUTES PREPARED BY:

Rita Binstock, Assistant to City Administrator

APPROVED BY:

Dustin Dassinger, City Administrator

Scott Decker, President
Board of City Commissioners

Date: _____ July 2, 2024 _____

Please Approve the following Manual Checks on 07-16-2024

CK#128101

SOUTHWEST WATER AUTHORITY

\$628,950.28

PAYROLL TRANSACTIONS FROM PAY DATE 6/14/2024

GROSS WAGES \$ 649,038.86

NET WAGES \$ 463,144.78

TAXES

FEDERAL \$ 53,733.13

FICA \$ 94,746.36

STATE \$ 2,483.26

PENSIONS

DEFINED BENEFIT - EE \$ 2,330.73

DC-A EE \$ 2,952.26

DC-A ER \$ 2,952.26

NDPERS EE \$ 30,484.29

NDPERS ER \$ 45,861.13

PAYROLL TRANSACTIONS FROM PAY DATE 6/28/2024

GROSS WAGES \$ 650,972.86

NET WAGES \$ 467,445.71

TAXES

FEDERAL \$ 51,009.80

FICA \$ 94,875.98

STATE \$ 2,147.51

PENSIONS

DEFINED BENEFIT - EE \$ 2,315.01

DC-A EE \$ 2,919.45

DC-A ER \$ 2,919.45

NDPERS EE \$ 29,856.26

NDPERS ER \$ 44,984.91

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: 7/10/2024

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.

Vendor ID: 2085		Name: ADVANCED BUSINESS METHODS					Class ID:		FED TAX CLAS:		
Voucher/	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
Payment No.	AR1805308	INV	6/25/2024	6/25/2024	\$3,299.23	LEASE AGREEMENTS		\$3,299.23			
							Due				
Voucher(s):	1	Aged Totals:					\$3,299.23	\$3,299.23	\$0.00	\$0.00	\$0.00

Vendor ID: 4825		Name: ADVANCED COLLISON CENTER LLC					Class ID: 1099		FED TAX CLAS: MISC		
Voucher/	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
Payment No.	26394	INV	7/3/2024	7/3/2024	\$525.00	REPAIR PORTION OF MOWER		\$525.00			
							Due				
Voucher(s):	1	Aged Totals:					\$525.00	\$525.00	\$0.00	\$0.00	\$0.00

Vendor ID: 4977		Name: ADVANTAGE CREDIT BUREAU					Class ID:		FED TAX CLAS:		
Voucher/	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
Payment No.	62247	INV	6/30/2024	6/30/2024	\$75.00	CREDIT BUREAU CHECKS		\$75.00			
							Due				
Voucher(s):	1	Aged Totals:					\$75.00	\$75.00	\$0.00	\$0.00	\$0.00

Vendor ID: 9714		Name: ADVENTUREKEEN					Class ID: 1099		FED TAX CLAS: LLC-P		
Voucher/	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
Payment No.	259347	INV	6/18/2024	6/18/2024	\$553.03	GIFT SHOP STOCK		\$553.03			
							Due				
Voucher(s):	1	Aged Totals:					\$553.03	\$553.03	\$0.00	\$0.00	\$0.00

Vendor ID: 5115		Name: ALLSTATE PETERBILT OF DICKINSON					Class ID:		FED TAX CLAS:		
Voucher/	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
Payment No.	4604191901	INV	6/26/2024	6/26/2024	\$84.72	HOOK -HO		\$84.72			
	4604192082	INV	7/8/2024	7/8/2024	\$316.60	HEADLAMP & DOOR SGL REC		\$316.60			
							Due				
Voucher(s):	2	Aged Totals:					\$401.32	\$401.32	\$0.00	\$0.00	\$0.00

Vendor ID: 9771		Name: AMAZON CAPITAL SERVICES					Class ID:		FED TAX CLAS: C CORP		
Voucher/	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
Payment No.	1Y36-LKKF-HTQR CR	CRM	6/17/2024		(\$7.04)	BOOK ARRIVED DAMAGED		(\$7.04)			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

1Y36-LKKF-HTQR	INV	6/17/2024	6/17/2024	\$60.28	DIP CH	\$60.28
16VD-1RNL-L69N	INV	6/18/2024	6/18/2024	\$36.81	KIWI PARADE GLOSS SHOE P	\$36.81
14P6-71LF-7LCC	INV	6/25/2024	6/25/2024	\$72.85	4 PCS FENDER HANGER	\$72.85
14Y7-PV6T-CGGX	INV	6/25/2024	6/25/2024	\$61.88	PROGRAMMING SUPPLIES	\$61.88
1V9Y-QMDQ-JMLV	INV	6/26/2024	6/26/2024	\$48.94	3 STRAND TWISTED PROMAN	\$48.94
1YVV-W6XT-JG1N	INV	6/26/2024	6/26/2024	\$112.92	DIP	\$112.92
11NK-Q4VL-C1QJ	INV	7/1/2024	7/1/2024	\$132.80	DIP	\$132.80
1FVY-GFM6-DW33	INV	7/6/2024	7/6/2024	\$39.88	DIP AV	\$39.88
1DXN-N1D7-WMXX	INV	7/9/2024	7/9/2024	\$15.39	DIP CH AV	\$15.39

Voucher(s): 10 **Aged Totals:** Due
 \$574.71 \$574.71 \$0.00 \$0.00 \$0.00

Vendor ID: 5947 Name: ANGUIANO, IAN **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
	IA 071024	INV	7/10/2024	7/10/2024	\$144.67	EMPLOYEE EXP-IAN ANGUIAN		\$144.67			

Voucher(s): 1 **Aged Totals:** Due
 \$144.67 \$144.67 \$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
	18905	INV	6/30/2024	6/30/2024	\$65,294.00	202402 2024 WATERMAIN & LE		\$65,294.00			
	18918	INV	6/30/2024	6/30/2024	\$21,500.00	202104 SIMS ST IMPROVEMEN		\$21,500.00			

Voucher(s): 2 **Aged Totals:** Due
 \$86,794.00 \$86,794.00 \$0.00 \$0.00 \$0.00

Vendor ID: 6032 Name: AUTO VALUE, APH STORE **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
	416099006	INV	6/25/2024	6/25/2024	\$5.99	MINI BLADE FUSE		\$5.99			
	416099361	INV	7/5/2024	7/5/2024	\$51.93	FEMALE PLUG, BODY, POLY		\$51.93			
	416099455	INV	7/9/2024	7/9/2024	\$107.76	SHOP SUPPLIES		\$107.76			

Voucher(s): 3 **Aged Totals:** Due
 \$165.68 \$165.68 \$0.00 \$0.00 \$0.00

Vendor ID: 5932 Name: AXON ENTERPRISE, 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
	INUS261624	INV	7/2/2024	7/2/2024	\$3,559.80	AXON TASER HANDLE		\$3,559.80			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

Voucher(s): 1	Aged Totals:	Due			
		\$3,559.80	\$3,559.80	\$0.00	\$0.00

Vendor ID: 5717 **Name:** BADLANDS MINISTRIES **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
	2024 GRANT FUNDS	INV	6/27/2024	6/27/2024	\$2,000.00	2024 GRANT FUNDS		\$2,000.00			

Voucher(s): 1	Aged Totals:	Due			
		\$2,000.00	\$2,000.00	\$0.00	\$0.00

Vendor ID: 49 **Name:** BAKER & TAYLOR CO (GA) **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2038358686	INV	6/11/2024	6/11/2024	\$12.46	SLOPE CHILDRENS		\$12.46			
	2038373048	INV	6/18/2024	6/18/2024	\$26.00	DIP TEEN		\$26.00			
	2038372335	INV	6/19/2024	6/19/2024	\$57.73	DIP CH		\$57.73			
	2038374300	INV	6/19/2024	6/19/2024	\$646.41	DIP TEEN		\$646.41			
	2038387464	INV	6/24/2024	6/24/2024	\$65.11	BC		\$65.11			
	2038389997	INV	6/26/2024	6/26/2024	\$165.56	DIP		\$165.56			
	2038395642	INV	6/28/2024	6/28/2024	\$601.76	DIP		\$601.76			
	2038395657	INV	6/28/2024	6/28/2024	\$377.30	BC		\$377.30			
	2038397292	INV	6/28/2024	6/28/2024	\$52.27	DIP CH		\$52.27			
	2038397446	INV	6/28/2024	6/28/2024	\$92.23	DIP TEEN		\$92.23			

Voucher(s): 10	Aged Totals:	Due			
		\$2,096.83	\$2,096.83	\$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
	79819-1	INV	6/25/2024	6/25/2024	\$249.00	CLOTHING FOR POLICE DEPT		\$249.00			
	79896-1	INV	6/25/2024	6/25/2024	\$294.51	JUNE 2024 EQUIPMENT		\$294.51			
	79439-3	INV	7/2/2024	7/2/2024	\$102.00	MAY 2024 EQUIPMENT		\$102.00			
	79896-2	INV	7/2/2024	7/2/2024	\$460.16	JUNE 2024 EQUIP		\$460.16			
	79887	INV	7/3/2024	7/3/2024	\$438.57	OFFICERS BADGES		\$438.57			

Voucher(s): 5	Aged Totals:	Due			
		\$1,544.24	\$1,544.24	\$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
	34451050.02-3	INV	7/2/2024	7/2/2024	\$9,913.00	202108 EAST BROADWAY DAM		\$9,913.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Section 2. Item B.

Voucher(s):	1		Due							
			Aged Totals:	\$9,913.00	\$9,913.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Vendor ID: 6096 **Name:** BARTLETT & WEST, INC **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	00730097957	INV	7/5/2024	7/5/2024	\$12,395.30	202215 DICKINSON PUBLIC LI		\$12,395.30			

Voucher(s):	1		Due							
			Aged Totals:	\$12,395.30	\$12,395.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Vendor ID: 817 **Name:** BECKER, DANA **Class ID:** **FED TAX CLAS:** EMPLOYEE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	HEALTH INS PREMIU	INV	7/10/2024	7/10/2024	\$1,021.26	OPEB HLTH BENEFIT		\$1,021.26			

Voucher(s):	1		Due							
			Aged Totals:	\$1,021.26	\$1,021.26	\$0.00	\$0.00	\$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
	6564	INV	6/4/2024	6/4/2024	\$3,463.68	EXTRA WORK FORM 1			\$3,463.68		
	202104 1	INV	7/1/2024	7/1/2024	\$58,837.50	202104 SIMS ST IMPROVEMEN		\$58,837.50			
	202402 1	INV	7/1/2024	7/1/2024	\$839,310.30	202402 2024 WATERMAIN REF		\$839,310.30			

Voucher(s):	3		Due							
			Aged Totals:	\$901,611.48	\$898,147.80	\$3,463.68	\$0.00	\$0.00	\$0.00	\$0.00

Vendor ID: 5996 **Name:** BIG HORN TIRE, INC **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	19708	INV	6/20/2024	6/20/2024	\$377.35	ND SERVICE CALL, LABOR		\$377.35			
	268126	INV	6/21/2024	6/21/2024	\$575.00	OTR REPAIR COST		\$575.00			
	19728	INV	6/25/2024	6/25/2024	\$67.00	REINFORCE PATCH REPAIR, I		\$67.00			
	19736	INV	6/26/2024	6/26/2024	\$67.00	REINFORCE PATCH REPAIR, I		\$67.00			
	19749	INV	6/27/2024	6/27/2024	\$1,840.00	4 NEW TIRES, TRUCK STEMS,		\$1,840.00			
	19761	INV	7/1/2024	7/1/2024	\$65.00	REINFORCE PATCH REPAIR		\$65.00			

Voucher(s):	6		Due							
			Aged Totals:	\$2,991.35	\$2,991.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Vendor ID: 9875 **Name:** BIG T LAWN SPRINKLERS **Class ID:** 1099 **FED TAX CLAS:** SOLE PROP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1060	INV	6/18/2024	6/18/2024	\$1,324.80	SPRINKLERS, FITTINGS, EQUI		\$1,324.80			

Voucher(s):	1		Due							
			Aged Totals:	\$1,324.80	\$1,324.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

Vendor ID: 9878		Name: BIRCHAK NATALIE					Class ID:		FED TAX CLAS: EMPLOY		
Voucher/							Writeoff				
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	NB 070524	INV	7/5/2024	7/5/2024	\$917.59	EMOLYEE EXP-NATALIE BIRCI		\$917.59			
							Due				
Voucher(s): 1		Aged Totals:					\$917.59	\$917.59	\$0.00	\$0.00	\$0.00
Vendor ID: 951		Name: BORDER STATES ELECTRIC SUPPLY					Class ID:		FED TAX CLAS:		
Voucher/							Writeoff				
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	928628979	INV	7/1/2024	7/1/2024	\$102.21	OSRA NUT WIRECONN		\$102.21			
							Due				
Voucher(s): 1		Aged Totals:					\$102.21	\$102.21	\$0.00	\$0.00	\$0.00
Vendor ID: 6272		Name: BOSS OFFICE PRODUCTS					Class ID:		FED TAX CLAS: S CORP		
Voucher/							Writeoff				
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	632712-0	INV	6/25/2024	6/25/2024	\$234.00	COFFEE, FILTER PACK		\$234.00			
	633863-0	INV	6/25/2024	6/25/2024	\$504.00	PAPER, 24#, 97BR		\$504.00			
							Due				
Voucher(s): 2		Aged Totals:					\$738.00	\$738.00	\$0.00	\$0.00	\$0.00
Vendor ID: 4390		Name: BRAUN DISTRIBUTING					Class ID:		FED TAX CLAS:		
Voucher/							Writeoff				
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	365452	INV	6/26/2024	6/26/2024	\$247.80	2 BULK LAFFY TAFFY 1200 CT		\$247.80			
	365537	INV	6/27/2024	6/27/2024	\$99.38	MISC CANDY FOR SWTT		\$99.38			
	36575	INV	6/27/2024	6/27/2024	\$45.80	4 5 GAL SPRING WATERS		\$45.80			
	366271	INV	7/8/2024	7/8/2024	\$62.90	10 NESTLE PURE LIFE .5L 24 F		\$62.90			
							Due				
Voucher(s): 4		Aged Totals:					\$455.88	\$455.88	\$0.00	\$0.00	\$0.00
Vendor ID: 1432		Name: BROWN, DAN					Class ID:		FED TAX CLAS: EMPLOYEE/RETIREE		
Voucher/							Writeoff				
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	HEALTH INS PREMIU	INV	7/14/2024	7/14/2024	\$368.97	OPEB HLTH BENEFIT		\$368.97			
							Due				
Voucher(s): 1		Aged Totals:					\$368.97	\$368.97	\$0.00	\$0.00	\$0.00
Vendor ID: 9574		Name: BURNS & McDONNELL ENGINEERING Co.					Class ID:		FED TAX CLAS: S CORP		
Voucher/							Writeoff				
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	165820-4	INV	6/28/2024	6/28/2024	\$63,129.01	202216 BALER BUILDING EXP/		\$63,129.01			
							Due				
Voucher(s): 1		Aged Totals:					\$63,129.01	\$63,129.01	\$0.00	\$0.00	\$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

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
	09PS0359261	INV	5/16/2024	5/16/2024	\$701.68	FUEL ELEMENTS, AIR FILTERS			\$701.68		
	09PS0361263	INV	6/26/2024	6/26/2024	\$270.53	LUBE FILTER		\$270.53			
	09PS0361264	INV	6/26/2024	6/26/2024	\$9.09	PLOW BOLTS		\$9.09			
	09PS0361265	INV	6/26/2024	6/26/2024	\$5.91	NYLOCK FLANGE NUT		\$5.91			
							Due				
Voucher(s): 4		Aged Totals:					\$987.21	\$285.53	\$701.68	\$0.00	\$0.00
Vendor ID: 9672		Name: BUZALSKY SAMANTHA					Class ID:		FED TAX CLAS: EMPLOYEE REIMBURSE		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	REIM/TUITION SUM S	INV	7/2/2024	7/2/2024	\$790.84	TUITION REIMBURSEMENT		\$790.84			
							Due				
Voucher(s): 1		Aged Totals:					\$790.84	\$790.84	\$0.00	\$0.00	\$0.00
Vendor ID: 9721		Name: CAPITAL INDUSTRIES LLC/CAP-IT-ALL					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
	063024	INV	6/30/2024	6/30/2024	\$221.00	MENDING FOR POLICE DEPT		\$221.00			
							Due				
Voucher(s): 1		Aged Totals:					\$221.00	\$221.00	\$0.00	\$0.00	\$0.00
Vendor ID: 610		Name: CARQUEST AUTO PARTS STORES					Class ID:		FED TAX CLAS:		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2781-417889	INV	6/21/2024	6/21/2024	\$54.90	ENGINE OIL FILTERS, MAXI BL		\$54.90			
	2781-418572	INV	7/8/2024	7/8/2024	\$72.30	OIL FILTERS		\$72.30			
	2781-418668	INV	7/10/2024	7/10/2024	\$164.98	AIR 1 EA CQBLU		\$164.98			
							Due				
Voucher(s): 3		Aged Totals:					\$292.18	\$292.18	\$0.00	\$0.00	\$0.00
Vendor ID: 9577		Name: CASE ELECTRIC 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
	2172	INV	7/3/2024	7/3/2024	\$108.00	JOURNEYMAN LABOR-TRUCK		\$108.00			
							Due				
Voucher(s): 1		Aged Totals:					\$108.00	\$108.00	\$0.00	\$0.00	\$0.00
Vendor ID: 9641		Name: CIVICPLUS LLC					Class ID:		FED TAX CLAS: LLC-P		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	309430	INV	6/30/2024	6/30/2024	\$5,295.00	PREMIUM BUNDLE		\$5,295.00			
	309431	INV	6/30/2024	6/30/2024	\$4,600.02	RECODIFICATION, BINDERS, 1		\$4,600.02			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

							Due				
Voucher(s): 2		Aged Totals:					\$9,895.02	\$9,895.02	\$0.00	\$0.00	\$0.00
Vendor ID: 128		Name: CONSOLIDATED COMM CORP				Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2716800 070124	INV	7/1/2024	7/1/2024	\$2,307.72	MONTHLY PHONE BILLING		\$2,307.72			
	3027600 070124	INV	7/1/2024	7/1/2024	\$59.99	MONTHLY PHONE BILLING		\$59.99			
	423500 070124	INV	7/1/2024	7/1/2024	\$145.95	MONTHLY PHONE BILLING		\$145.95			
							Due				
Voucher(s): 3		Aged Totals:					\$2,513.66	\$2,513.66	\$0.00	\$0.00	\$0.00
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
	37218	INV	7/8/2024	7/8/2024	\$379.11	CLNR GERM ENVY AERO		\$379.11			
							Due				
Voucher(s): 1		Aged Totals:					\$379.11	\$379.11	\$0.00	\$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
	28124	INV	7/10/2024	7/10/2024	\$595.00	ADVERTISING FOR LEGACY S		\$595.00			
							Due				
Voucher(s): 1		Aged Totals:					\$595.00	\$595.00	\$0.00	\$0.00	\$0.00
Vendor ID: 5826		Name: DAKOTA PRAIRIE REFINNING, LLC				Class ID:		FED TAX CLAS:		C CORP	
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	CONV FEE 070224	INV	7/2/2024	7/2/2024	\$862.31	CONVEYANCE FEE		\$862.31			
							Due				
Voucher(s): 1		Aged Totals:					\$862.31	\$862.31	\$0.00	\$0.00	\$0.00
Vendor ID: 149		Name: DAKOTA PUMP & CONTROL CO				Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	30133	INV	6/17/2024	6/17/2024	\$200.00	SERVICE CALL-ON SITE LABO		\$200.00			
							Due				
Voucher(s): 1		Aged Totals:					\$200.00	\$200.00	\$0.00	\$0.00	\$0.00
Vendor ID: 3938		Name: DAKOTA SIGNWERKS				Class ID: 1099		FED TAX CLAS:		MISC	
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	072433	INV	7/3/2024	7/3/2024	\$1,860.00	WRAP FOR LEGACY SQUARE		\$1,860.00			
							Due				
Voucher(s): 1		Aged Totals:					\$1,860.00	\$1,860.00	\$0.00	\$0.00	\$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Section 2. Item B.

Vendor ID: 2506		Name: DAN'S BODY SHOP					Class ID: 1099		FED TAX CLAS: SOLE PR			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	212361	INV	7/9/2024	7/9/2024	\$2,135.95	REAR DOOR, PREP & REFINIS		\$2,135.95				
							Due					
Voucher(s): 1							Aged Totals:	\$2,135.95	\$2,135.95	\$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 8	INV	7/9/2024	7/9/2024	\$13,076.30	202308 SUNDANCE COVE LIGI		\$13,076.30				
							Due					
Voucher(s): 1							Aged Totals:	\$13,076.30	\$13,076.30	\$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 OCC TAX 062	INV	7/3/2024	7/3/2024	\$25,045.27	STATE TREASURY OCCU TAX		\$25,045.27				
							Due					
Voucher(s): 1							Aged Totals:	\$25,045.27	\$25,045.27	\$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	6/16/2024	6/16/2024	\$460.00	JUNE 20TH WITHHOLDINGS		\$460.00				
							Due					
Voucher(s): 1							Aged Totals:	\$460.00	\$460.00	\$0.00	\$0.00	\$0.00
Vendor ID: 175		Name: DICKINSON PARKS & REC					Class ID:		FED TAX CLAS: GOVERNMENT NON PROFI			
Voucher/ Payment 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/AID 062	INV	7/3/2024	7/3/2024	\$28,384.77	STATE TREASU/STATE AID 06		\$28,384.77				
	PYMT FOR JULY '24	INV	7/9/2024	7/9/2024	\$196,875.00	2024 SUBSIDY		\$196,875.00				
							Due					
Voucher(s): 2							Aged Totals:	\$225,259.77	\$225,259.77	\$0.00	\$0.00	\$0.00
Vendor ID: 5166		Name: DICKINSON PARKS & REC (MEMBERS)					Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	3190198	INV	7/8/2024	7/8/2024	\$2,033.58	EMPLOYEE MEMBERSHIPS		\$2,033.58				
							Due					
Voucher(s): 1							Aged Totals:	\$2,033.58	\$2,033.58	\$0.00	\$0.00	\$0.00
Vendor ID: 2651		Name: DICKINSON PRESS-SUBSCRIPTIONS					Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	177832450 070824	INV	7/8/2024	7/8/2024	\$194.29	SUBSCRIPTION		\$194.29				

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Section 2. Item B.

Voucher(s): 1		Aged Totals:	Due	\$194.29	\$194.29	\$0.00	\$0.00	\$0.00
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Vendor ID: 182	Name: DICKINSON TIRE INC	Class ID:	FED TAX CLAS:
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Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1-GS183808	INV	7/5/2024	7/5/2024	\$771.00	NEW TIRES		\$771.00			

Voucher(s): 1		Aged Totals:	Due	\$771.00	\$771.00	\$0.00	\$0.00	\$0.00
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Vendor ID: 1982	Name: DIRECTMED	Class ID:	FED TAX CLAS:
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Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	39873	INV	7/9/2024	7/9/2024	\$187.56	MEDICAL SUPPLIES		\$187.56			

Voucher(s): 1		Aged Totals:	Due	\$187.56	\$187.56	\$0.00	\$0.00	\$0.00
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Vendor ID: 192	Name: DONS FILTER & FURNACES UNLIMITED	Class ID:	FED TAX CLAS: S CORP
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Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	055697	INV	7/2/2024	7/2/2024	\$1,558.74	MISC FILTERS		\$1,558.74			

Voucher(s): 1		Aged Totals:	Due	\$1,558.74	\$1,558.74	\$0.00	\$0.00	\$0.00
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Vendor ID: 203	Name: EAST END AUTO (POLICE)	Class ID:	FED TAX CLAS:
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Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	18131	INV	6/28/2024	6/28/2024	\$50.00	TOWING 2005 CHEV IMPALA		\$50.00			
	18132	INV	6/28/2024	6/28/2024	\$50.00	TOWING 2009 KIA RIO GREY		\$50.00			
	18133	INV	6/28/2024	6/28/2024	\$50.00	TOWING 2008 GMC ENVOY BL		\$50.00			

Voucher(s): 3		Aged Totals:	Due	\$150.00	\$150.00	\$0.00	\$0.00	\$0.00
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Vendor ID: 4329	Name: ELAINE DVORAK	Class ID:	FED TAX CLAS: EMPLOYEE
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Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	6683-28	INV	7/8/2024	7/8/2024	\$50.00	2 ANGEL FOOD, 2 DZ CARMEL		\$50.00			

Voucher(s): 1		Aged Totals:	Due	\$50.00	\$50.00	\$0.00	\$0.00	\$0.00
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Vendor ID: 1039	Name: ELDER CARE	Class ID:	FED TAX CLAS:
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Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	6116	INV	6/25/2024	6/25/2024	\$702.19	MONTHLY BILLINGS		\$702.19			
	ELDER CARE	INV	7/11/2024	7/11/2024	\$48,749.98	SALES TAX		\$48,749.98			

Voucher(s): 2		Aged Totals:	Due	\$49,452.17	\$49,452.17	\$0.00	\$0.00	\$0.00
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AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

Vendor ID: 2758		Name: ELECTRONIC COMMUNICATIONS INC					Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	102615	INV	6/26/2024	6/26/2024	\$70.00	TRIBAND ANTENNA, CONNEC		\$70.00				
							Due					
Voucher(s): 1							Aged Totals:	\$70.00	\$70.00	\$0.00	\$0.00	\$0.00
Vendor ID: 1567		Name: FASTENAL COMPANY					Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	NDDIC200069	INV	6/25/2024	6/25/2024	\$149.95	S/S U BLT, S/S FW		\$149.95				
							Due					
Voucher(s): 1							Aged Totals:	\$149.95	\$149.95	\$0.00	\$0.00	\$0.00
Vendor ID: 221		Name: FEDERAL EXPRESS					Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	8-535-01364	INV	6/19/2024	6/19/2024	\$132.75	SHIPPING OF PACKAGE		\$132.75				
							Due					
Voucher(s): 1							Aged Totals:	\$132.75	\$132.75	\$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	
	0633781	INV	6/25/2024	6/25/2024	\$31.99	URN KIT LC		\$31.99				
							Due					
Voucher(s): 1							Aged Totals:	\$31.99	\$31.99	\$0.00	\$0.00	\$0.00
Vendor ID: 5462		Name: FICEK JEFFREY/RON'S RURAL BACKHOE SERVIC					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	
	297083	INV	6/30/2024	6/30/2024	\$12,150.00	REBURIAL OF VAULTS		\$12,150.00				
							Due					
Voucher(s): 1							Aged Totals:	\$12,150.00	\$12,150.00	\$0.00	\$0.00	\$0.00
Vendor ID: 5972		Name: FIRE & POLICE SELECTION, INCF					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	
	21735	INV	6/27/2024	6/27/2024	\$624.50	USED FACT TEST BOOKLETS		\$624.50				
	21736	INV	6/27/2024	6/27/2024	\$762.25	23 PACT TEST BOOKLETS		\$762.25				
							Due					
Voucher(s): 2							Aged Totals:	\$1,386.75	\$1,386.75	\$0.00	\$0.00	\$0.00
Vendor ID: 5795		Name: FORCE AMERICA DISTRIBUTING LLC					Class ID:		FED TAX CLAS: C CORP			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	IN200-1049646	INV	6/27/2024	6/27/2024	\$851.00	5MB FLAT DATA PLAN US W/N		\$851.00				

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

							Due				
Voucher(s): 1		Aged Totals:					\$851.00	\$851.00	\$0.00	\$0.00	\$0.00
Vendor ID: 5859		Name: FORUM COMMUNICATIONS CO.			Class ID:		FED TAX CLAS:		S CORP		
Voucher/	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	MP119154 063024	INV	6/30/2024	6/30/2024	\$66.00	ADVERTISING -MUSEUM		\$66.00			
Voucher(s): 1		Aged Totals:					\$66.00	\$66.00	\$0.00	\$0.00	\$0.00
Vendor ID: 6287		Name: FRIES JOEL/ TRACKER MANAGEMENT			Class ID: 1099		FED TAX CLAS:		SOLE PROP/SINGLE LLC		
Voucher/	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	17132	INV	6/26/2024	6/26/2024	\$2,441.54	06-18-24 DICKINSON-SHAKOP		\$2,441.54			
	17169	INV	6/27/2024	6/27/2024	\$2,448.88	06-27-24 DICKINSON-SHAKOP		\$2,448.88			
Voucher(s): 2		Aged Totals:					\$4,890.42	\$4,890.42	\$0.00	\$0.00	\$0.00
Vendor ID: 668		Name: GALLS INC			Class ID:		FED TAX CLAS:				
Voucher/	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	028325878	INV	6/25/2024	6/25/2024	\$1,596.12	MISC CLOTHING FOR FIRE DE		\$1,596.12			
Voucher(s): 1		Aged Totals:					\$1,596.12	\$1,596.12	\$0.00	\$0.00	\$0.00
Vendor ID: 241		Name: GENERAL STEEL & SUPPLY			Class ID:		FED TAX CLAS:				
Voucher/	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	24502	INV	6/24/2024	6/24/2024	\$56.93	REPAIRS FOR CONVOYOR		\$56.93			
	24673	INV	6/27/2024	6/27/2024	\$80.03	NC GR5 BOLTS, WASHERS, N		\$80.03			
Voucher(s): 2		Aged Totals:					\$136.96	\$136.96	\$0.00	\$0.00	\$0.00
Vendor ID: 6082		Name: GOOSENECK IMPLEMENT			Class ID:		FED TAX CLAS:		S CORP		
Voucher/	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	11101927	INV	6/25/2024	6/25/2024	\$4.08	PACKAGE OF T374		\$4.08			
Voucher(s): 1		Aged Totals:					\$4.08	\$4.08	\$0.00	\$0.00	\$0.00
Vendor ID: 9747		Name: GREEN LANDON			Class ID:		FED TAX CLAS:		EMPLOYEE REIMBURSE		
Voucher/	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	MILEAGE 06/2024	INV	7/1/2024	7/1/2024	\$128.31	MILEAGE FOR JUNE 2024		\$128.31			
Voucher(s): 1		Aged Totals:					\$128.31	\$128.31	\$0.00	\$0.00	\$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

Vendor ID: 9880		Name: HAUGEN DANE					Class ID:		FED TAX CLAS: EMPLOY			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	DH 07092024	INV	7/9/2024	7/9/2024	\$175.00	EMPLOYEE EXP-DANE HAUGE		\$175.00				
							Due					
Voucher(s): 1							Aged Totals:	\$175.00	\$175.00	\$0.00	\$0.00	\$0.00
Vendor ID: 6210		Name: HEART RIVER VOICE					Class ID:		FED TAX CLAS: S CORP			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	11-8803	INV	6/28/2024	6/28/2024	\$140.00	ADVERTISING FOR LIBRARY		\$140.00				
	11-8809	INV	6/28/2024	6/28/2024	\$500.00	ADVERSTING -LEGACY SQUA		\$500.00				
							Due					
Voucher(s): 2							Aged Totals:	\$640.00	\$640.00	\$0.00	\$0.00	\$0.00
Vendor ID: 9876		Name: HIGHSHINE AUTO DETAIL, LLC					Class ID: 1099		FED TAX CLAS: SOLE PROP			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	267	INV	6/19/2024	6/19/2024	\$1,470.00	CUT/POLISH & TAR REMOVAL		\$1,470.00				
							Due					
Voucher(s): 1							Aged Totals:	\$1,470.00	\$1,470.00	\$0.00	\$0.00	\$0.00
Vendor ID: 4284		Name: HUTZ'S WELDING SERVICE & REPAIR LLC					Class ID: 1099		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	27085	INV	6/28/2024	6/28/2024	\$1,580.90	HOSE MAKING BENCH		\$1,580.90				
							Due					
Voucher(s): 1							Aged Totals:	\$1,580.90	\$1,580.90	\$0.00	\$0.00	\$0.00
Vendor ID: 2255		Name: INFORMATION TECHNOLOGY DEPT					Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	DP062024.945.0	INV	6/30/2024	6/30/2024	\$585.45	SSL VPN CLIENT, AZURE AD F		\$585.45				
	TC062024.945.0	INV	6/30/2024	6/30/2024	\$16.75	PEXIP VIRTUAL MEETING ROC		\$16.75				
							Due					
Voucher(s): 2							Aged Totals:	\$602.20	\$602.20	\$0.00	\$0.00	\$0.00
Vendor ID: 5788		Name: INNOVATIVE OFFICE SOLUTIONS LLC					Class ID: 1099		FED TAX CLAS: LLC-P			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	4574731	INV	7/1/2024	7/1/2024	\$87.62	REFILLS, DUSTER		\$87.62				
							Due					
Voucher(s): 1							Aged Totals:	\$87.62	\$87.62	\$0.00	\$0.00	\$0.00
Vendor ID: 863		Name: INTERSTATE POWERSYSTEMS 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	
	R003041307:01	INV	7/2/2024	7/2/2024	\$16,731.25	WORK DONE ON UNIT R9		\$16,731.25				

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Section 2. Item B.

Voucher(s): 1		Due			
	Aged Totals:	\$16,731.25	\$16,731.25	\$0.00	\$0.00

Vendor ID: 6018 **Name:** J'S FLOORING & SPECIALTIES 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
	377 A	INV	6/27/2024	6/27/2024	\$8,266.69	OFFICE REMODEL -POLICE DI		\$8,266.69			

Voucher(s): 1		Due			
	Aged Totals:	\$8,266.69	\$8,266.69	\$0.00	\$0.00

Vendor ID: 5222 **Name:** JB'S WINDOW CLEANING **Class ID:** **FED TAX CLAS:** SOLE PROP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	12304	INV	4/8/2024	4/8/2024	\$120.00	COMMERICAL CLEANING-CITY					\$120.00
	12305	INV	4/8/2024	4/8/2024	\$750.00	COMMERICAL CLEANING EXT					\$750.00

Voucher(s): 2		Due			
	Aged Totals:	\$870.00	\$0.00	\$0.00	\$870.00

Vendor ID: 293 **Name:** JEROMES DISTRIBUTING INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2048523	INV	6/13/2024	6/13/2024	\$109.20	13 KANDIYOHI 5 GAL DRINKIN		\$109.20			
	2049101	INV	7/1/2024	7/1/2024	\$12.75	WATER RENTAL		\$12.75			

Voucher(s): 2		Due			
	Aged Totals:	\$121.95	\$121.95	\$0.00	\$0.00

Vendor ID: 3112 **Name:** JUST-IN GLASS **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	22577	INV	7/8/2024	7/8/2024	\$50.00	WINDSHIELD REPAIR PD40		\$50.00			
	22616	INV	7/9/2024	7/9/2024	\$50.00	WINDSHIELD REPAIR		\$50.00			

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

Vendor ID: 9879 **Name:** KBJM 1400 AM **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
	24060096	INV	6/30/2024	6/30/2024	\$65.80	ADVERTISING-LEGACY SQUA		\$65.80			

Voucher(s): 1		Due			
	Aged Totals:	\$65.80	\$65.80	\$0.00	\$0.00

Vendor ID: 304 **Name:** KDIX RADIO **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	293 063024	INV	6/30/2024	6/30/2024	\$120.00	LEGACY SQUARE ADVERTISII		\$120.00			

Voucher(s): 1		Due			
	Aged Totals:	\$120.00	\$120.00	\$0.00	\$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

Vendor ID: 301		Name: KLJ ENGINEERING LLC					Class ID:		FED TAX CLAS: S CORP		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	10207308 A	INV	5/24/2024	5/24/2024	\$5,422.00	202200 PATTERSON LAKE IMF			\$5,422.00		
	10207308 B	INV	5/24/2024	5/24/2024	\$1,005.00	202408 PUBL TRNG SFTY FAC			\$1,005.00		
	10207308 C	INV	5/24/2024	5/24/2024	\$748.50	MISC SUPPORT SERVICES			\$748.50		
	10207402	INV	5/28/2024	5/28/2024	\$3,501.36	202408 DICKINSON PUBLIC SA			\$3,501.36		
	10207403	INV	5/28/2024	5/28/2024	\$9,761.00	202501 2025 ROAD MAINTENA			\$9,761.00		
	10207439	INV	5/29/2024	5/29/2024	\$375.19	202203 LEGACY SQUARE PAR			\$375.19		
	10208626 A	INV	6/20/2024	6/20/2024	\$9,784.50	202200 PATTERSON LAKE IMF		\$9,784.50			
	10208626 B	INV	6/20/2024	6/20/2024	\$6,095.50	202408 PUBL TRNG SFTY FAC		\$6,095.50			
	10208626 C	INV	6/20/2024	6/20/2024	\$64.50	MISC SUPPORT SERVICES		\$64.50			
	10208626 D	INV	6/20/2024	6/20/2024	\$1,731.00	EPA CMTY CHGE GRANT		\$1,731.00			
	10208713	INV	6/20/2024	6/20/2024	\$41,207.00	202401 2024 ROAD MAINTENA		\$41,207.00			
	10208760	INV	6/20/2024	6/20/2024	\$846.00	202110 STATE AVE HEART RI		\$846.00			
	10208761	INV	6/20/2024	6/20/2024	\$10,125.00	202408 DICKINSON PUBLIC SA		\$10,125.00			
	10208762	INV	6/20/2024	6/20/2024	\$2,445.00	202501 2025 ROAD MAINTENA		\$2,445.00			

Voucher(s): 14	Aged Totals:						Due				
							\$93,111.55	\$72,298.50	\$20,813.05	\$0.00	\$0.00

Vendor ID: 660		Name: LEGEND AUTO BODY 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
	5499	INV	7/3/2024	7/3/2024	\$6,168.34	WORK DONE ON 2023 INTERC		\$6,168.34			

Voucher(s): 1	Aged Totals:						Due				
							\$6,168.34	\$6,168.34	\$0.00	\$0.00	\$0.00

Vendor ID: 1218		Name: LOGO MAGIC INC					Class ID:		FED TAX CLAS:		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	143365	INV	6/19/2024	6/19/2024	\$48.00	EMB FOR FIRE DEPT CLOTHIN		\$48.00			
	143680	INV	7/2/2024	7/2/2024	\$176.00	4 FULL ZIP CLOTHES FOR PD		\$176.00			

Voucher(s): 2	Aged Totals:						Due				
							\$224.00	\$224.00	\$0.00	\$0.00	\$0.00

Vendor ID: 4343		Name: M&T FIRE AND SAFETY					Class ID:		FED TAX CLAS:		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	12195	INV	6/26/2024	6/26/2024	\$6,759.61	KEY FIRE HOSE, FIRE HOOKS		\$6,759.61			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

Voucher(s): 1	Aged Totals:	Due			
		\$6,759.61	\$6,759.61	\$0.00	\$0.00

Vendor ID: 6192	Name: MAC'S HARDWARE	Class ID:	FED TAX CLAS: C CORP								
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	C43016/D	INV	6/26/2024	6/26/2024	\$63.17	4TW FIRE TWIST NOZZLE, FLA		\$63.17			
	C44354/D	INV	7/9/2024	7/9/2024	\$97.82	SHOP SUPPLIES		\$97.82			

Voucher(s): 2	Aged Totals:	Due			
		\$160.99	\$160.99	\$0.00	\$0.00

Vendor ID: 352	Name: MACKOFF KELLOGG LAW FIRM	Class ID: 1099	FED TAX CLAS: ATTORNEY								
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	55000-000C 070124	INV	7/1/2024	7/1/2024	\$17,000.00	PROSECUTION FOR CITY OF I		\$17,000.00			
	56000-000C 070124	INV	7/1/2024	7/1/2024	\$15,000.00	CITY ATTORNEY CONTRACT		\$15,000.00			

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

Vendor ID: 5715	Name: MARTIN'S WELDING & REFRIGERATION INC	Class ID:	FED TAX CLAS: S CORP								
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	47467	INV	5/20/2024	5/20/2024	\$746.04	REPLACED BEARINGS ON PU			\$746.04		
	47504	INV	5/22/2024	5/22/2024	\$597.00	SERVICE WORK ON A/C @ FIF			\$597.00		
	47495	INV	5/23/2024	5/23/2024	\$783.00	RECOVERED 58 UNITS @ BAL			\$783.00		
	47518	INV	5/29/2024	5/29/2024	\$335.00	SERVICE WORK ON FURANCE			\$335.00		
	47587	INV	6/10/2024	6/10/2024	\$945.00	RECOVERED 70 UNITS @ BAL		\$945.00			

Voucher(s): 5	Aged Totals:	Due			
		\$3,406.04	\$945.00	\$2,461.04	\$0.00

Vendor ID: 4828	Name: MENARDS	Class ID:	FED TAX CLAS:								
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	49404	INV	6/18/2024	6/18/2024	\$48.51	UNDERBED BOX, 55 GAL TOTI		\$48.51			
	49720	INV	6/24/2024	6/24/2024	\$38.81	SPRAYPAINT, WHISKA TMPTM		\$38.81			
	49784	INV	6/25/2024	6/25/2024	\$26.00	8 GLACIERMIST SPRING WATI		\$26.00			
	49911	INV	6/27/2024	6/27/2024	\$16.99	20A ST GFCI -GRAY		\$16.99			
	49924	INV	6/27/2024	6/27/2024	\$273.00	84 CASES OF GLACIERMIST W		\$273.00			
	49926	INV	6/27/2024	6/27/2024	\$67.25	20" REPLACEMENT PRO CHAI		\$67.25			
	49937	INV	6/27/2024	6/27/2024	\$216.60	PRO MARKING PAINT, FLAGT/		\$216.60			
	50191	INV	7/2/2024	7/2/2024	\$15.21	CONCRETE MIX, UTILITY HAN		\$15.21			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

50233	INV	7/3/2024	7/3/2024	\$329.27	84 CASES WATER, HOLE SAW	\$329.27
50240	INV	7/3/2024	7/3/2024	\$3.52	3 OUT PWR STRP GRY 8'	\$3.52
50249	INV	7/3/2024	7/3/2024	\$29.88	52CT CASCADE, DAWN ULTR	\$29.88

Voucher(s): 11	Aged Totals:	Due			
		\$1,065.04	\$1,065.04	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	22239950114107	INV	6/20/2024	6/20/2024	\$3.31	MIDCO BUSINESS INTERNET		\$3.31			
	22267580114118	INV	6/27/2024	6/27/2024	\$14.16	MIDCO BUSINESS INTERNET		\$14.16			

Voucher(s): 2	Aged Totals:	Due			
		\$17.47	\$17.47	\$0.00	\$0.00

Vendor ID: 1732 **Name:** MIDWEST TAPE **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	505710731	INV	7/3/2024	7/3/2024	\$125.20	DIP AV		\$125.20			
	505710732	INV	7/3/2024	7/3/2024	\$181.96	DIP CH AV		\$181.96			
	505710734	INV	7/3/2024	7/3/2024	\$89.22	BC AV		\$89.22			

Voucher(s): 3	Aged Totals:	Due			
		\$396.38	\$396.38	\$0.00	\$0.00

Vendor ID: 984 **Name:** MINNESOTA VALLEY TESTING LAB INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1259191	INV	6/27/2024	6/27/2024	\$145.00	CHEMICALS		\$145.00			
	1259202	INV	6/27/2024	6/27/2024	\$145.00	CHEMICALS		\$145.00			
	1259396	INV	6/28/2024	6/28/2024	\$196.30	CHEMICALS		\$196.30			
	1259572	INV	7/1/2024	7/1/2024	\$1,232.00	CHEMICALS		\$1,232.00			
	1259583	INV	7/1/2024	7/1/2024	\$293.50	CHEMICALS		\$293.50			

Voucher(s): 5	Aged Totals:	Due			
		\$2,011.80	\$2,011.80	\$0.00	\$0.00

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
	04982210009 06/24	INV	6/12/2024	6/12/2024	\$17,685.44	615 W BROADWAY ST		\$17,685.44			
	14982210008 06/24	INV	6/12/2024	6/12/2024	\$984.25	615 W BROADWAY ST WHITE		\$984.25			
	253 707 7071 8	INV	6/13/2024	6/13/2024	\$54.45	981 E VILLARD ST FEED #1		\$54.45			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

423 887 3732 4	INV	6/13/2024	6/13/2024	\$65.47	398 1/2 W VILLARD ST	\$65.47
505 039 8216 2	INV	6/13/2024	6/13/2024	\$214.14	1788 I94 BUSINESS LOOP E	\$214.14
944 610 0636 6	INV	6/13/2024	6/13/2024	\$108.30	991 E VILLARD ST FEED #2	\$108.30
955 293 0051 9	INV	6/13/2024	6/13/2024	\$59.51	28 1/2 2ND AVE E	\$59.51
61946591668 06/24	INV	6/20/2024	6/20/2024	\$136.07	801 STATE AVE TRAFFIC SIGN	\$136.07
392 122 1000 7	INV	7/1/2024	7/1/2024	\$0.58	240 1/2 W 2ND ST (N OF BANK	\$0.58
57806307203 07/24	INV	7/1/2024	7/1/2024	\$11.35	222 2ND ST W	\$11.35
89112210003 0724	INV	7/3/2024	7/3/2024	\$2,689.46	139 3RD ST W	\$2,689.46

Voucher(s): 11	Aged Totals:	Due				
		\$22,009.02	\$22,009.02	\$0.00	\$0.00	\$0.00

Vendor ID: 9868 **Name:** MOORE ENGINEERING, INC **Class ID:** **FED TAX CLAS:** S CORP

Voucher/	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	39178	INV	6/27/2024	6/27/2024	\$12,749.50	202414 10TH AVE E VILLARD T		\$12,749.50			

Voucher(s): 1	Aged Totals:	Due				
		\$12,749.50	\$12,749.50	\$0.00	\$0.00	\$0.00

Vendor ID: 4976 **Name:** MOTT VOLUNTEER FIRE BRIGADE **Class ID:** **FED TAX CLAS:**

Voucher/	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2024 GRANT FUNDS	INV	7/9/2024	7/9/2024	\$1,600.00	2024 GRANT FUNDS		\$1,600.00			

Voucher(s): 1	Aged Totals:	Due				
		\$1,600.00	\$1,600.00	\$0.00	\$0.00	\$0.00

Vendor ID: 3956 **Name:** MULTIMEDIA SALES & MARKETING **Class ID:** **FED TAX CLAS:**

Voucher/	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1065821	INV	5/17/2024	5/17/2024	\$245.00	ADVERTISING -LIBRARY			\$245.00		

Voucher(s): 1	Aged Totals:	Due				
		\$245.00	\$0.00	\$245.00	\$0.00	\$0.00

Vendor ID: 5620 **Name:** NAYAX, LLC **Class ID:** 1099 **FED TAX CLAS:** LLC-P

Voucher/	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2743404	INV	5/31/2024	5/31/2024	\$8.95	MONTHLY SERVICE FEE-LIBR.			\$8.95		

Voucher(s): 1	Aged Totals:	Due				
		\$8.95	\$0.00	\$8.95	\$0.00	\$0.00

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

Voucher/	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2024 RENEW-WILLIAI	INV	7/2/2024	7/2/2024	\$15.00	ANNUAL RENEWAL FEE-WILL		\$15.00			
	2024 RENEWAL FEE	INV	7/2/2024	7/2/2024	\$15.00	2024 RENEWAL FEE		\$15.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

OPCERT-3453	INV	7/2/2024	7/2/2024	\$50.00	ND OPERATOR EXAM FEES	\$50.00
OPCERT-3542	INV	7/2/2024	7/2/2024	\$525.00	ND OPERATOR CERT RENEW	\$525.00
RENEWAL -GALSTEF	INV	7/2/2024	7/2/2024	\$15.00	2024 ANNUAL RENEWAL FEE-	\$15.00
RENEWAL -MATTHEI	INV	7/2/2024	7/2/2024	\$15.00	2024 ANNUAL RENEWAL FEE-	\$15.00
RENEWAL -OLHEISEI	INV	7/2/2024	7/2/2024	\$15.00	2024 ANNUAL RENEWAL-OLHI	\$15.00
RENEWAL -REIS	INV	7/2/2024	7/2/2024	\$15.00	2024 ANNUAL RENEWAL-REIS	\$15.00
RENEWAL -SCHMIDT	INV	7/2/2024	7/2/2024	\$15.00	2024 ANNUAL RENEWAL -SCH	\$15.00
RENEWAL -SHUMAKI	INV	7/2/2024	7/2/2024	\$15.00	2024 ANNUAL RENEWAL FEE-	\$15.00
RENEWAL -STECKLE	INV	7/2/2024	7/2/2024	\$15.00	2024 ANNUAL RENEWAL-STE(\$15.00
RENEWAL FEE-BURIA	INV	7/2/2024	7/2/2024	\$15.00	2024 ANNUAL RENEWAL FEE-	\$15.00
RENEWAL FEE-MCGA	INV	7/2/2024	7/2/2024	\$15.00	2024 RENEWAL FEE-MCGAHU	\$15.00
RENEWAL-GALSTER	INV	7/2/2024	7/2/2024	\$15.00	2024 ANNUAL RENEWAL FEE-	\$15.00
RENEWAL-HIERONYM	INV	7/2/2024	7/2/2024	\$15.00	2024 ANNUAL RENEWAL-HIEF	\$15.00

				Due						
Voucher(s):	15	Aged Totals:				\$770.00	\$770.00	\$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
	2024062702	INV	6/27/2024	6/27/2024	\$10.00	ROPES 11 RETEST FOR FIRE		\$10.00			

				Due						
Voucher(s):	1	Aged Totals:				\$10.00	\$10.00	\$0.00	\$0.00	\$0.00

Vendor ID: 3098 **Name:** NELSON INTERNATIONAL **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
	X104043388:01	INV	7/2/2024	7/2/2024	\$71.14	KT VALV, KIT PRESSURE PRC		\$71.14			

				Due						
Voucher(s):	1	Aged Totals:				\$71.14	\$71.14	\$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
	392231/1	INV	6/24/2024	6/24/2024	\$40.46	5 SR 5IN1 SPRY GLS OR 12 Oz		\$40.46			
	392319/1	INV	6/26/2024	6/26/2024	\$13.49	CHALK POWDER 5# BLUE		\$13.49			
	392415/1	INV	7/1/2024	7/1/2024	\$3.22	2 COUPLERS COMPRESSIN 1/		\$3.22			

				Due						
Voucher(s):	3	Aged Totals:				\$57.17	\$57.17	\$0.00	\$0.00	\$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

Vendor ID: 406		Name: NEWMAN SIGNS INC					Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	TRFINV054592	INV	6/19/2024	6/19/2024	\$364.37	MISC SIGNS FOR CITY OF DIC		\$364.37				
	TRFINV054643	INV	6/20/2024	6/20/2024	\$302.44	MISC SIGNS FOR CITY OF DIC		\$302.44				
							Due					
Voucher(s): 2		Aged Totals:						\$666.81	\$666.81	\$0.00	\$0.00	\$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	
	202401 1	INV	6/26/2024	6/26/2024	\$1,598,086.53	202401 2024 ROAD MAINTENA		\$1,598,086.53				
							Due					
Voucher(s): 1		Aged Totals:						\$1,598,086.53	\$1,598,086.53	\$0.00	\$0.00	\$0.00
Vendor ID: 437		Name: NORTHWEST TIRE INC					Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	19052492	INV	6/22/2024	6/22/2024	\$39.89	FLAT TIRE REPAIR		\$39.89				
	19052668	INV	7/2/2024	7/2/2024	\$72.99	ADVANCE TURF, VALVES INS`		\$72.99				
							Due					
Voucher(s): 2		Aged Totals:						\$112.88	\$112.88	\$0.00	\$0.00	\$0.00
Vendor ID: 4400		Name: NOVA FIRE PROTECTION 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	
	60707	INV	6/24/2024	6/24/2024	\$200.00	SERVICE CALL		\$200.00				
							Due					
Voucher(s): 1		Aged Totals:						\$200.00	\$200.00	\$0.00	\$0.00	\$0.00
Vendor ID: 6093		Name: NUTRIEN AG SOLUTIONS, INC					Class ID:		FED TAX CLAS: C CORP			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	54793957	INV	6/20/2024	6/20/2024	\$1,668.00	CHEMICALS		\$1,668.00				
	54793960	INV	6/20/2024	6/20/2024	\$1,640.00	MISC CHEMICALS		\$1,640.00				
							Due					
Voucher(s): 2		Aged Totals:						\$3,308.00	\$3,308.00	\$0.00	\$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	
	1865-313976	INV	6/26/2024	6/26/2024	\$8.98	GEL CAN AF		\$8.98				
							Due					
Voucher(s): 1		Aged Totals:						\$8.98	\$8.98	\$0.00	\$0.00	\$0.00
Vendor ID: 4507		Name: OCLC 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	

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

1000387237 INV 7/1/2024 7/1/2024 \$4,302.55 CATALOGING & METADATA SI \$4,302.55

Voucher(s): 1		Aged Totals:	Due	\$4,302.55	\$4,302.55	\$0.00	\$0.00	\$0.00
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Vendor ID: 4123 **Name:** OFFICE OF THE ADJUTANT GENERAL **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
	000478	INV	7/1/2024	7/1/2024	\$4,800.00	LETS TERMINALS FEES		\$4,800.00			

Voucher(s): 1		Aged Totals:	Due	\$4,800.00	\$4,800.00	\$0.00	\$0.00	\$0.00
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Vendor ID: 5965 **Name:** PARADISE DRY CLEANERS, LLC **Class ID:** 1099 **FED TAX CLAS:** LLC-P

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	202406BUS45	INV	7/1/2024	7/1/2024	\$31.50	CLEANED CLOTHING FOR PO		\$31.50			

Voucher(s): 1		Aged Totals:	Due	\$31.50	\$31.50	\$0.00	\$0.00	\$0.00
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Vendor ID: 9735 **Name:** PORTS-TO-PLAINS ALLIANCE **Class ID:** 1099 **FED TAX CLAS:** 501(c)6

Voucher/ Payment 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 CONFERENCE	INV	7/3/2024	7/3/2024	\$2,500.00	2024 PORTS-TO-PLAINS CONF		\$2,500.00			

Voucher(s): 1		Aged Totals:	Due	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0.00
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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
	017869	INV	6/25/2024	6/25/2024	\$217.54	2 BEARING -ROLLERS		\$217.54			
	018985	INV	7/3/2024	7/3/2024	\$27.41	SHOP SUPPLIES		\$27.41			

Voucher(s): 2		Aged Totals:	Due	\$244.95	\$244.95	\$0.00	\$0.00	\$0.00
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Vendor ID: 9877 **Name:** PSHRA **Class ID:** **FED TAX CLAS:** 501(C)3

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	INV-82663-G3K6V3	INV	7/1/2024	7/1/2024	\$175.00	INDIV MEMBERS 9-1-24-8-31-2		\$175.00			

Voucher(s): 1		Aged Totals:	Due	\$175.00	\$175.00	\$0.00	\$0.00	\$0.00
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Vendor ID: 466 **Name:** PUMP SYSTEMS LLC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	00406815	INV	6/12/2024	6/12/2024	\$21.44	150 D POLY, 200 APO POLY		\$21.44			
	00407610	INV	7/1/2024	7/1/2024	\$301.57	COVER FOR IRRIGATION BOX		\$301.57			
	00407650	INV	7/1/2024	7/1/2024	\$1.30	BUSHING, POLY		\$1.30			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

							Due				
Voucher(s): 3		Aged Totals:					\$324.31	\$324.31	\$0.00	\$0.00	\$0.00
Vendor ID: 6012A		Name: QUADIENT LEASING			Class ID:			FED TAX CLAS: C CORP			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	Q1277113	INV	4/1/2024	4/1/2024	\$177.51	LEASE PAYMENT					\$177.51
	Q1386932	INV	6/20/2024	6/20/2024	\$1,783.95	LEASE PAYMENT		\$1,783.95			
	Q1402545	INV	7/2/2024	7/2/2024	\$177.51	LEASE PAYMENT		\$177.51			
							Due				
Voucher(s): 3		Aged Totals:					\$2,138.97	\$1,961.46	\$0.00	\$0.00	\$177.51
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-20314	INV	6/24/2024	6/24/2024	\$80.00	4 ACCOUNTABILITY TAGS		\$80.00			
	PC-20419	INV	6/26/2024	6/26/2024	\$485.00	1205 DRINKING REPORTS		\$485.00			
							Due				
Voucher(s): 2		Aged Totals:					\$565.00	\$565.00	\$0.00	\$0.00	\$0.00
Vendor ID: 5444		Name: QUALITY XTERMINATORS			Class ID: 1099			FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	16225	INV	7/2/2024	7/2/2024	\$80.00	MOUSE BAITING		\$80.00			
							Due				
Voucher(s): 1		Aged Totals:					\$80.00	\$80.00	\$0.00	\$0.00	\$0.00
Vendor ID: 5915		Name: RED ROCK FORD OF DICKINSON			Class ID:			FED TAX CLAS: S CORP			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	5076898	CRM	6/26/2024		(\$73.09)	INVOICE WAS CHG TWICE		(\$73.09)			
	5075194	INV	5/17/2024	5/17/2024	\$73.09	VALVE ASY			\$73.09		
	5076829	INV	6/25/2024	6/25/2024	\$85.88	FILTER-POLLEN		\$85.88			
	5077225	INV	7/3/2024	7/3/2024	\$80.97	PUMP ASY-WATER		\$80.97			
							Due				
Voucher(s): 4		Aged Totals:					\$166.85	\$93.76	\$73.09	\$0.00	\$0.00
Vendor ID: 5037		Name: RIEKES EQUIPMENT 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
	PSO061581-1	INV	6/18/2024	6/18/2024	\$278.76	SHEAVE, CHAIN		\$278.76			
							Due				
Voucher(s): 1		Aged Totals:					\$278.76	\$278.76	\$0.00	\$0.00	\$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

Vendor ID: 9591		Name: RILEIGHS OUTDOOR LLC/HOLIDAY OUTDOOR				Class ID: 1099		FED TAX CLAS: LLC-P				
Voucher/							Writeoff					
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	INV15249	INV	6/24/2024	6/24/2024	\$9,068.75	MISC ITEMS FOR CHRISTMAS		\$9,068.75				
							Due					
Voucher(s):	1					Aged Totals:		\$9,068.75	\$9,068.75	\$0.00	\$0.00	\$0.00
Vendor ID: 9635		Name: ROBERTS, WINTON				Class ID:		FED TAX CLAS:				
Voucher/							Writeoff					
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	MILEAGE 6/2024	INV	7/3/2024	7/3/2024	\$41.81	MILEAGE FOR JUNE 2024		\$41.81				
							Due					
Voucher(s):	1					Aged Totals:		\$41.81	\$41.81	\$0.00	\$0.00	\$0.00
Vendor ID: 5450		Name: ROCKY PLETAN HANDYMAN SERVICES				Class ID: 1099		FED TAX CLAS: SOLE PROP/SINGLE LLC				
Voucher/							Writeoff					
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	06272024	INV	6/27/2024	6/27/2024	\$2,250.00	MOWING OF GRASS & WEEDS		\$2,250.00				
							Due					
Voucher(s):	1					Aged Totals:		\$2,250.00	\$2,250.00	\$0.00	\$0.00	\$0.00
Vendor ID: 495		Name: ROUGH RIDER INDUSTRIES				Class ID:		FED TAX CLAS:				
Voucher/							Writeoff					
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	86397	INV	6/25/2024	6/25/2024	\$3,400.00	OPERATING SUPPLIES-MUSE		\$3,400.00				
							Due					
Voucher(s):	1					Aged Totals:		\$3,400.00	\$3,400.00	\$0.00	\$0.00	\$0.00
Vendor ID: 609		Name: ROUGHRIDER ELECTRIC COOPERATIVE				Class ID:		FED TAX CLAS:				
Voucher/							Writeoff					
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	103699000	INV	7/1/2024	7/1/2024	\$66.00	WEST 94 LIGHTS		\$66.00				
	103699001	INV	7/1/2024	7/1/2024	\$978.00	10 EAST PUMP STN		\$978.00				
	103699002	INV	7/1/2024	7/1/2024	\$32.00	ST PAT'S CEMETARY		\$32.00				
	103699003	INV	7/1/2024	7/1/2024	\$666.00	150W SODIUM LT		\$666.00				
	103699004	INV	7/1/2024	7/1/2024	\$760.00	250W SODIUM LT		\$760.00				
	103699005	INV	7/1/2024	7/1/2024	\$46.00	NORTH TOWER		\$46.00				
	103699007	INV	7/1/2024	7/1/2024	\$98.00	HWY 22 ST LITE		\$98.00				
	103699015	INV	7/1/2024	7/1/2024	\$75.00	LAGOON PUMP CELL #4		\$75.00				
	103699017	INV	7/1/2024	7/1/2024	\$108.00	LIFT STN #16		\$108.00				
	103699018	INV	7/1/2024	7/1/2024	\$113.00	LIFT STN #17		\$113.00				
	103699020	INV	7/1/2024	7/1/2024	\$33.00	E 94 LIGHTS		\$33.00				

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Section 2. Item B.

103699029	INV	7/1/2024	7/1/2024	\$168.00	NEW LANDFILL	\$168.00
103699030	INV	7/1/2024	7/1/2024	\$225.00	LIFT STN #14	\$225.00
103699031	INV	7/1/2024	7/1/2024	\$45.00	FLASHING BECN HYW 22	\$45.00
103699032	INV	7/1/2024	7/1/2024	\$202.00	MAUSOLEUM	\$202.00
103699035	INV	7/1/2024	7/1/2024	\$4,043.00	BALER BLDG	\$4,043.00
103699036	INV	7/1/2024	7/1/2024	\$30.00	CEMETARY	\$30.00
103699038	INV	7/1/2024	7/1/2024	\$19.00	DICKINSON PLC ST LITE	\$19.00
103699039	INV	7/1/2024	7/1/2024	\$56.00	WALMART TRFC CTRL DV	\$56.00
103699040	INV	7/1/2024	7/1/2024	\$67.00	STATE AVE WATER PUMP	\$67.00
103699044	INV	7/1/2024	7/1/2024	\$30.00	TRAFFIC LTS-HWY 22 & 34TH	\$30.00
103699045	INV	7/1/2024	7/1/2024	\$72.00	ND 22 & 34TH ST SW	\$72.00
103699046	INV	7/1/2024	7/1/2024	\$352.00	CITY ANIMAL SHELTER	\$352.00
103699047	INV	7/1/2024	7/1/2024	\$4,109.00	PUBLIC WORKS BLDG	\$4,109.00
103699048	INV	7/1/2024	7/1/2024	\$106.00	FRENCH DRAIN LFT STN-LAGI	\$106.00
103699049	INV	7/1/2024	7/1/2024	\$208.00	STLT CIRCUIT	\$208.00
103699050	INV	7/1/2024	7/1/2024	\$96.53	BYPASS LIGHTS	\$96.53
103699051	INV	7/1/2024	7/1/2024	\$110.89	BYPASS LIGHTS	\$110.89
103699052	INV	7/1/2024	7/1/2024	\$134.66	BYPASS LIGHTS	\$134.66
103699053	INV	7/1/2024	7/1/2024	\$225.55	BYPASS LIGHTS	\$225.55
103699055	INV	7/1/2024	7/1/2024	\$99.00	ST LT SERVICE	\$99.00
103699056	INV	7/1/2024	7/1/2024	\$1,003.00	HWY 10 PUMP STN	\$1,003.00
103699057	INV	7/1/2024	7/1/2024	\$42.26	NORTHWEST TOWER	\$42.26
103699058	INV	7/1/2024	7/1/2024	\$131.00	15TH ST & 30TH AVE W	\$131.00
103699059	INV	7/1/2024	7/1/2024	\$34.62	BRAUN SUB DIVISION LIGHTS	\$34.62
103699060	INV	7/1/2024	7/1/2024	\$4,820.76	PUBLIC SAFETY CENTER	\$4,820.76
103699061	INV	7/1/2024	7/1/2024	\$114.00	LIGHTS STATES & 21ST ST	\$114.00
103699062	INV	7/1/2024	7/1/2024	\$116.00	40TH ST LIGHTS	\$116.00
103699063	INV	7/1/2024	7/1/2024	\$33.00	LIGHTS EAST OF DPSB	\$33.00
103699064	INV	7/1/2024	7/1/2024	\$118.00	LIGHTS STATES ST & WAHL	\$118.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Section 2. Item B.

103699065	INV	7/1/2024	7/1/2024	\$604.00	STATE BOOSTER PUMP STAT	\$604.00
103699067	INV	7/1/2024	7/1/2024	\$147.60	STREET LIGHTS IN WESTRIDC	\$147.60
103699068	INV	7/1/2024	7/1/2024	\$91.00	STEPHANIE DR & WAHL ST	\$91.00
103699069	INV	7/1/2024	7/1/2024	\$82.00	STREET LIGHTS 12TH AVE W	\$82.00
103699070	INV	7/1/2024	7/1/2024	\$76.00	STREET LIGHTS 11TH AVE W	\$76.00
103699071	INV	7/1/2024	7/1/2024	\$84.00	ST LIGHTS CALVIN DR & KOCI	\$84.00
103699072	INV	7/1/2024	7/1/2024	\$38.65	ALERT SIREN	\$38.65
103699073	INV	7/1/2024	7/1/2024	\$36.97	5TH AVE EAST STREET LIGHT	\$36.97
103699074	INV	7/1/2024	7/1/2024	\$40.00	ST LIGHTS SIMS AND 24TH ST	\$40.00
103699075	INV	7/1/2024	7/1/2024	\$30.25	4TH AVE E & 21ST ST E	\$30.25
103699076	INV	7/1/2024	7/1/2024	\$148.20	PHASE 3 LANDFILL	\$148.20
103699078	INV	7/1/2024	7/1/2024	\$63.10	ST LIGHTS 4TH AVE AND 26TH	\$63.10
105963000	INV	7/1/2024	7/1/2024	\$324.00	NRIDGE ST LITE	\$324.00
105963001	INV	7/1/2024	7/1/2024	\$32.00	SEWER VAULT HYW 10 116TH	\$32.00
105963002	INV	7/1/2024	7/1/2024	\$46.88	4TH AVE EAST & 37TH ST EAST	\$46.88
105963003	INV	7/1/2024	7/1/2024	\$34.54	STREET LIGHTS 10TH AVE SV	\$34.54
105963004	INV	7/1/2024	7/1/2024	\$44.95	STREET LIGHTS PRAIRIE OAK	\$44.95
105963005	INV	7/1/2024	7/1/2024	\$31.18	STREET LIGHTS 23RD ST SW	\$31.18
105963006	INV	7/1/2024	7/1/2024	\$30.00	HWY 10 & 116TH AVE SW	\$30.00
105963007	INV	7/1/2024	7/1/2024	\$85.86	2494 I-94 BUSINESS LOOP E	\$85.86
105963008	INV	7/1/2024	7/1/2024	\$143.57	2495 I-94 BUSINESS LOOP E	\$143.57

Voucher(s):	61	Aged Totals:	Due					
			\$22,001.02	\$22,001.02	\$0.00	\$0.00	\$0.00	

Vendor ID: 496	Name: ROUGHRIDER SPEED CENTER	Class ID:	FED TAX CLAS:
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Voucher/ Payment 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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91386	INV	6/25/2024	6/25/2024	\$90.15	SEAT COVERS FOR 2015 DOD	\$90.15					
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Voucher(s):	1	Aged Totals:	Due					
			\$90.15	\$90.15	\$0.00	\$0.00	\$0.00	

Vendor ID: 497	Name: RUDY'S LOCK & KEY LLC	Class ID:	FED TAX CLAS: S CORP
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Voucher/ Payment 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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63518	INV	6/25/2024	6/25/2024	\$20.00	1 VEHICLE UNLOCK	\$20.00					
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AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

Voucher(s): 1						Due				
Aged Totals:						\$20.00	\$20.00	\$0.00	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	7981136	INV	6/11/2024	6/11/2024	\$141.98	CHT GLOVES HIDEX BALLISTI		\$141.98			
	7982515	INV	6/12/2024	6/12/2024	\$39.43	MISC ITEMS FOR SOLID WAS1		\$39.43			
	7996527	INV	6/26/2024	6/26/2024	\$5.99	SPRAY HEAD HALF CIRCLE 1E		\$5.99			
	7996599	INV	6/26/2024	6/26/2024	\$11.98	2 SPRAY HEAD HALF CIRCLE		\$11.98			
	8001801	INV	7/2/2024	7/2/2024	\$329.17	WRENCH SETS, PIPE WRENC		\$329.17			
	8002015	INV	7/2/2024	7/2/2024	\$63.97	ROD-THREAD PLATED, WHEE		\$63.97			
	8002187	INV	7/2/2024	7/2/2024	\$6.90	VINYL TUBING 1/2" OD X 3/8" II		\$6.90			
	8003189	INV	7/3/2024	7/3/2024	\$51.60	LETTER REFLECTORS		\$51.60			

Voucher(s): 8						Due				
Aged Totals:						\$651.02	\$651.02	\$0.00	\$0.00	\$0.00

Vendor ID: 4512 **Name:** SANFORD HEALTH OCCUPATIONAL MEDICINE D **Class ID:** 1099 **FED TAX CLAS:** MEDICAL

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	783037	INV	6/28/2024	6/28/2024	\$567.00	DOT EXAMS, DRUG ADM, COL		\$567.00			

Voucher(s): 1						Due				
Aged Totals:						\$567.00	\$567.00	\$0.00	\$0.00	\$0.00

Vendor ID: 6349 **Name:** SCHLABSZ DOROTHY **Class ID:** **FED TAX CLAS:** OPEB HEALTH INSURANC

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	HEALTH INS PREM	INV	7/14/2024	7/14/2024	\$256.45	OPEB HLTH BENEFIT		\$256.45			

Voucher(s): 1						Due				
Aged Totals:						\$256.45	\$256.45	\$0.00	\$0.00	\$0.00

Vendor ID: 641 **Name:** SCHMIDT REPAIR INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	10725	INV	6/26/2024	6/26/2024	\$300.00	REMOVE & REPLACE LEFT SH		\$300.00			

Voucher(s): 1						Due				
Aged Totals:						\$300.00	\$300.00	\$0.00	\$0.00	\$0.00

Vendor ID: 517 **Name:** SERVICE PRINTERS **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
	68461	INV	6/28/2024	6/28/2024	\$486.00	27 NAMES PLATES & HOLDER		\$486.00			
	68990	INV	6/28/2024	6/28/2024	\$180.00	10 NAME PLATES & HOLDERS		\$180.00			
	70100	INV	6/28/2024	6/28/2024	\$371.35	2500 #10 WINDOW ENVELOPE		\$371.35			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

70119	INV	6/28/2024	6/28/2024	\$138.60	100 RECEIPTS	\$138.60
70129	INV	6/28/2024	6/28/2024	\$52.80	2 NAME PLATES & HOLDERS	\$52.80

Voucher(s): 5		Due				
	Aged Totals:	\$1,228.75	\$1,228.75	\$0.00	\$0.00	\$0.00

Vendor ID: 9667 **Name:** SOFTCHOICE CORPORATION **Class ID:** **FED TAX CLAS:** C CORP/ EXEMPT 5

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	91399118	INV	7/9/2024	7/9/2024	\$1,281.60	WINENT PERDVC ALNG UPGF		\$1,281.60			

Voucher(s): 1		Due				
	Aged Totals:	\$1,281.60	\$1,281.60	\$0.00	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	SX5-IE5491	INV	6/6/2024	6/6/2024	\$1,194.59	386.6 GAL RUBY FIELDMASTE			\$1,194.59		
	SXD-IE5537	INV	6/13/2024	6/13/2024	\$1,653.46	535.1 GAL RUBY FIELDMASTE		\$1,653.46			
	SX9 IJ1834	INV	6/21/2024	6/21/2024	\$174.00	40 TUBES #2 GREASE		\$174.00			

Voucher(s): 3		Due				
	Aged Totals:	\$3,022.05	\$1,827.46	\$1,194.59	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	00608.00 063024	INV	6/30/2024	6/30/2024	\$67.39	MONTHLY CONSUMPTION		\$67.39			
	04578.00 063024	INV	6/30/2024	6/30/2024	\$65.67	MONTHLY CONSUMPTION		\$65.67			
	04923.00 063024	INV	6/30/2024	6/30/2024	\$175.53	MONTHLY CONSUMPTION		\$175.53			

Voucher(s): 3		Due				
	Aged Totals:	\$308.59	\$308.59	\$0.00	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1043789	INV	6/8/2024	6/8/2024	\$46.89	SHIPPING OF PACKAGES			\$46.89		
	1049958	INV	6/22/2024	6/22/2024	\$108.36	SHIPPING OF PACKAGE		\$108.36			
	1053450	INV	6/29/2024	6/29/2024	\$47.43	STANDARD SHIPMENTS		\$47.43			

Voucher(s): 3		Due				
	Aged Totals:	\$202.68	\$155.79	\$46.89	\$0.00	\$0.00

Vendor ID: 4081 **Name:** SRF CONSULTING GROUP INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	17220.02-3	INV	5/31/2024	5/31/2024	\$44,589.22	202415 10TH AVE E-MUSEUM			\$44,589.22		

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

Voucher(s): 1	Aged Totals:	Due \$44,589.22	\$0.00	\$44,589.22	\$0.00	\$0.00
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Vendor ID: 2232 **Name:** STARK COUNTY AUDITOR **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	06302024	INV	6/30/2024	6/30/2024	\$6,120.90	STARK CO PERMIT REMITTAN		\$6,120.90			

Voucher(s): 1	Aged Totals:	Due \$6,120.90	\$6,120.90	\$0.00	\$0.00	\$0.00
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Vendor ID: 540 **Name:** STARK DEVELOPMENT CORP **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	STARK DEV	INV	7/28/2024	7/28/2024	\$187,500.00	1% SALES TAX		\$187,500.00			

Voucher(s): 1	Aged Totals:	Due \$187,500.00	\$187,500.00	\$0.00	\$0.00	\$0.00
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Vendor ID: 543 **Name:** STEFFAN'S SAW & BIKE **Class ID:** 1099 **FED TAX CLAS:** SOLE PROP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	14691	INV	6/27/2024	6/27/2024	\$71.98	2 CHAINS		\$71.98			
	14693	INV	6/27/2024	6/27/2024	\$11.94	6 SEALING RINGS		\$11.94			

Voucher(s): 2	Aged Totals:	Due \$83.92	\$83.92	\$0.00	\$0.00	\$0.00
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Vendor ID: 9848 **Name:** STIDHAM ANDREW **Class ID:** **FED TAX CLAS:** EMPLOYEE REIMBURSE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	AS 070324	INV	7/2/2024	7/2/2024	\$56.46	REIMBURSEMENT FOR CAND		\$56.46			

Voucher(s): 1	Aged Totals:	Due \$56.46	\$56.46	\$0.00	\$0.00	\$0.00
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Vendor ID: 538 **Name:** SW DISTRICT HEALTH UNIT/ WATER SAMPLES **Class ID:** 1099 **FED TAX CLAS:** MEDICAL

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	005868	INV	5/14/2024	5/14/2024	\$375.00	WATER ANALYSIS			\$375.00		
	005889	INV	5/28/2024	5/28/2024	\$375.00	WATER ANALYSIS			\$375.00		
	006134	INV	6/26/2024	6/26/2024	\$375.00	WATER ANALYSIS		\$375.00			
	006269	INV	7/3/2024	7/3/2024	\$375.00	WATER ANALYSIS		\$375.00			

Voucher(s): 4	Aged Totals:	Due \$1,500.00	\$750.00	\$750.00	\$0.00	\$0.00
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Vendor ID: 551 **Name:** SWANSTON EQUIPMENT **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	G06323	INV	6/26/2024	6/26/2024	\$22,980.30	24.71 TON CRS-2 EMULSION		\$22,980.30			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

Voucher(s): 1	Aged Totals:	Due				
		\$22,980.30	\$22,980.30	\$0.00	\$0.00	\$0.00

Vendor ID: 1999 **Name:** TENNANT **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
	920539148	INV	6/14/2024	6/14/2024	\$548.00	PLUG, IDLER, BRUSH, PIN, GL		\$548.00			

Voucher(s): 1	Aged Totals:	Due				
		\$548.00	\$548.00	\$0.00	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	6914036-0001	INV	7/2/2024	7/2/2024	\$270.00	FIT TESTINGS (3)		\$270.00			

Voucher(s): 1	Aged Totals:	Due				
		\$270.00	\$270.00	\$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
	21634	INV	6/26/2024	6/26/2024	\$13,450.00	SERVICE FEES		\$13,450.00			

Voucher(s): 1	Aged Totals:	Due				
		\$13,450.00	\$13,450.00	\$0.00	\$0.00	\$0.00

Vendor ID: 5486 **Name:** VESSCO, 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
	094543	INV	6/25/2024	6/25/2024	\$13,187.50	SEEPEX, DICKINSON BW5-0		\$13,187.50			

Voucher(s): 1	Aged Totals:	Due				
		\$13,187.50	\$13,187.50	\$0.00	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2550341571	INV	6/26/2024	6/26/2024	\$80.92	UNIFORM CLEANING		\$80.92			
	2550341572	INV	6/26/2024	6/26/2024	\$151.97	MATS		\$151.97			
	2550341573	INV	6/26/2024	6/26/2024	\$40.12	MATS		\$40.12			
	2550343539	INV	7/3/2024	7/3/2024	\$27.15	MATS		\$27.15			
	2550343582	INV	7/3/2024	7/3/2024	\$50.85	MATS		\$50.85			
	2550343604	INV	7/3/2024	7/3/2024	\$34.23	MATS		\$34.23			
	2550343624	INV	7/3/2024	7/3/2024	\$54.21	MATS		\$54.21			
	2550343625	INV	7/3/2024	7/3/2024	\$80.92	UNIFORM CLEANING		\$80.92			
	2550343627	INV	7/3/2024	7/3/2024	\$40.12	MATS		\$40.12			
	2550345338	INV	7/4/2024	7/4/2024	\$23.21	MATS		\$23.21			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Section 2. Item B.

2550345369 INV 7/4/2024 7/4/2024 \$64.91 MATS \$64.91

						Due					
Voucher(s):	11					Aged Totals:	\$648.61	\$648.61	\$0.00	\$0.00	\$0.00

Vendor ID: 9815 Name: WAGeworks, INC. Class ID: FED TAX CLAS:

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	0624-TR116172	INV	6/30/2024	6/30/2024	\$128.40	COBRA/DIRECT BILL		\$128.40			

						Due					
Voucher(s):	1					Aged Totals:	\$128.40	\$128.40	\$0.00	\$0.00	\$0.00

Vendor ID: 605 Name: WEHNER, DARRYL Class ID: FED TAX CLAS: EMPLOYEE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	HEALTH INS PREMI	INV	5/15/2024	5/15/2024	\$362.91	OPEB INSURANCE PREMIUM			\$362.91		

						Due					
Voucher(s):	1					Aged Totals:	\$362.91	\$0.00	\$362.91	\$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
	344658	INV	6/13/2024	6/13/2024	\$195.00	100 BLUE DEF BULK TANK		\$195.00			
	345399	INV	6/27/2024	6/27/2024	\$13.77	#15 LBS PROPANE		\$13.77			
	345400	INV	6/27/2024	6/27/2024	\$109.13	PROPANE		\$109.13			
	345405	INV	6/27/2024	6/27/2024	\$28.94	PROPANE BOTTLE		\$28.94			

						Due					
Voucher(s):	4					Aged Totals:	\$346.84	\$346.84	\$0.00	\$0.00	\$0.00

Vendor ID: 2632 Name: WEST RIVER LODGE #5 Class ID: FED TAX CLAS:

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	JUNE 2024	INV	7/3/2024	7/3/2024	\$1,190.00	JUNE 2024 P/R WITHHOLDING		\$1,190.00			

						Due					
Voucher(s):	1					Aged Totals:	\$1,190.00	\$1,190.00	\$0.00	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	622632	INV	7/3/2024	7/3/2024	\$26.60	TEMPSLEEVE HOS		\$26.60			
	622653	INV	7/3/2024	7/3/2024	\$152.55	SENSOR ASSOC		\$152.55			

						Due					
Voucher(s):	2					Aged Totals:	\$179.15	\$179.15	\$0.00	\$0.00	\$0.00

Vendor ID: 9726 Name: WOMEN EMPOWERING WOMEN Class ID: 1099 FED TAX CLAS: NONPROFIT ORG

Voucher/ Payment 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

City of Dickinson

Section 2. Item B.

2024 GRANT FUNDS INV 7/2/2024 7/2/2024 \$2,500.00 2024 DICKINSON SW REG GR, \$2,500.00

Voucher(s): 1 **Aged Totals:** Due \$2,500.00 \$2,500.00 \$0.00 \$0.00 \$0.00

	<u>Vendors</u>	<u>Due</u>	<u>Current Period</u>	<u>31 - 60 Days</u>	<u>61 - 90 Days</u>	<u>91 and Over</u>
Vendor Totals:	148	\$3,629,372.23	\$3,553,614.62	\$74,710.10	\$0.00	\$1,047.51

Finance Committee Appointment

Presented by: DCA Linda Carlson

Consideration to Approve



The City received 2 citizen interest forms for the open position on the Finance Committee. This is for a one (1) year term running from July 1, 2024 – June 30, 2025

Candidate Jo Marie Kadrmas was selected by the Finance Committee which met on Friday, July 12.

Jo Marie Kadrmas has experience working with budgets and finance. She has served 4 years as a Commissioner on the Dickinson Parks and Rec. Department and currently serves as a VP of the Hope Christian Academy School Board.

The Finance Committee recommends approval of this candidate to the 1 year term seat on the Finance Committee Board.



Monthly Financial Report

Presented by: Finance Department

Consideration to Approve



Treasurer's Report as of June 30th, 2024

▶ General Checking	\$ 208,162
▶ Demand Deposit	\$ 35,000,000
▶ Money Market	<u>\$ 34,235,488</u>
▶ Cash Total	\$ 69,433,650

▶ This includes Restricted and Committed funds.

▶ Current Interest Rate on Cash Accounts 3.82%

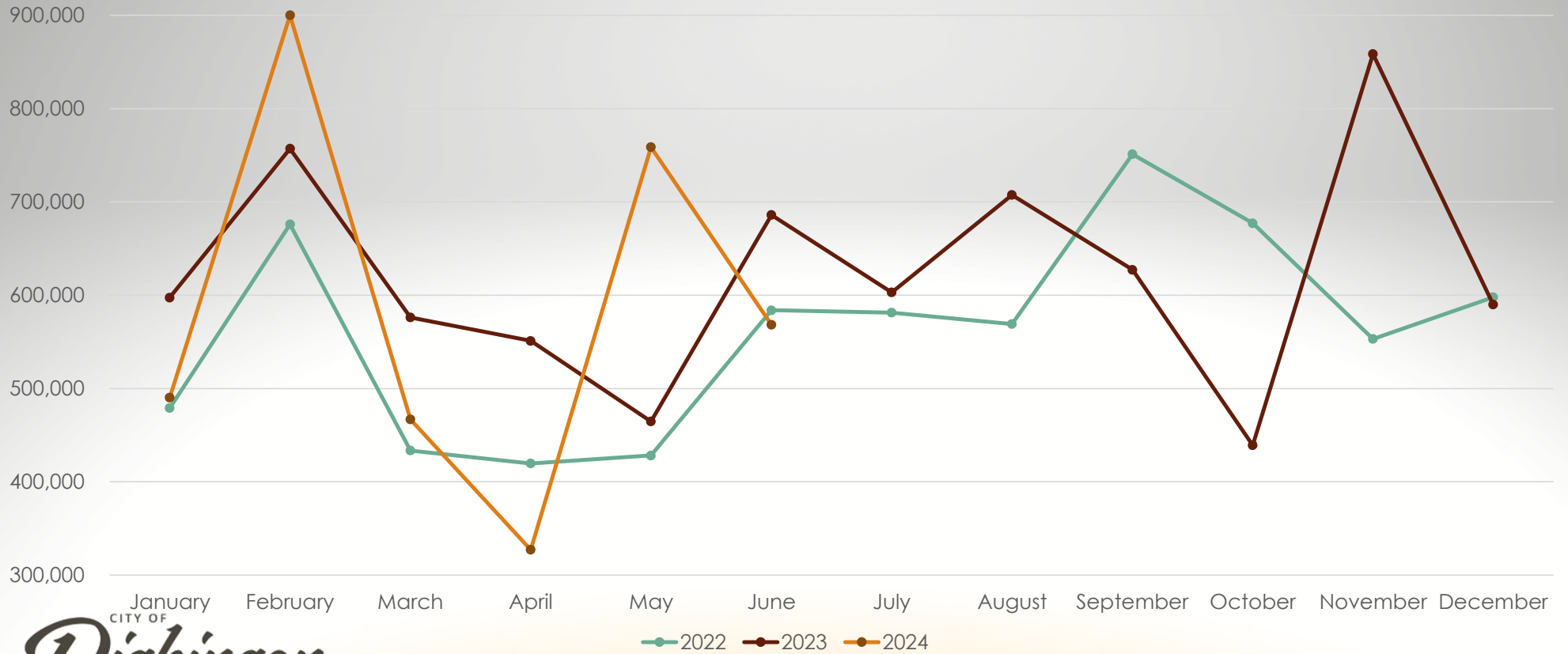


Investments as of June 30th, 2024

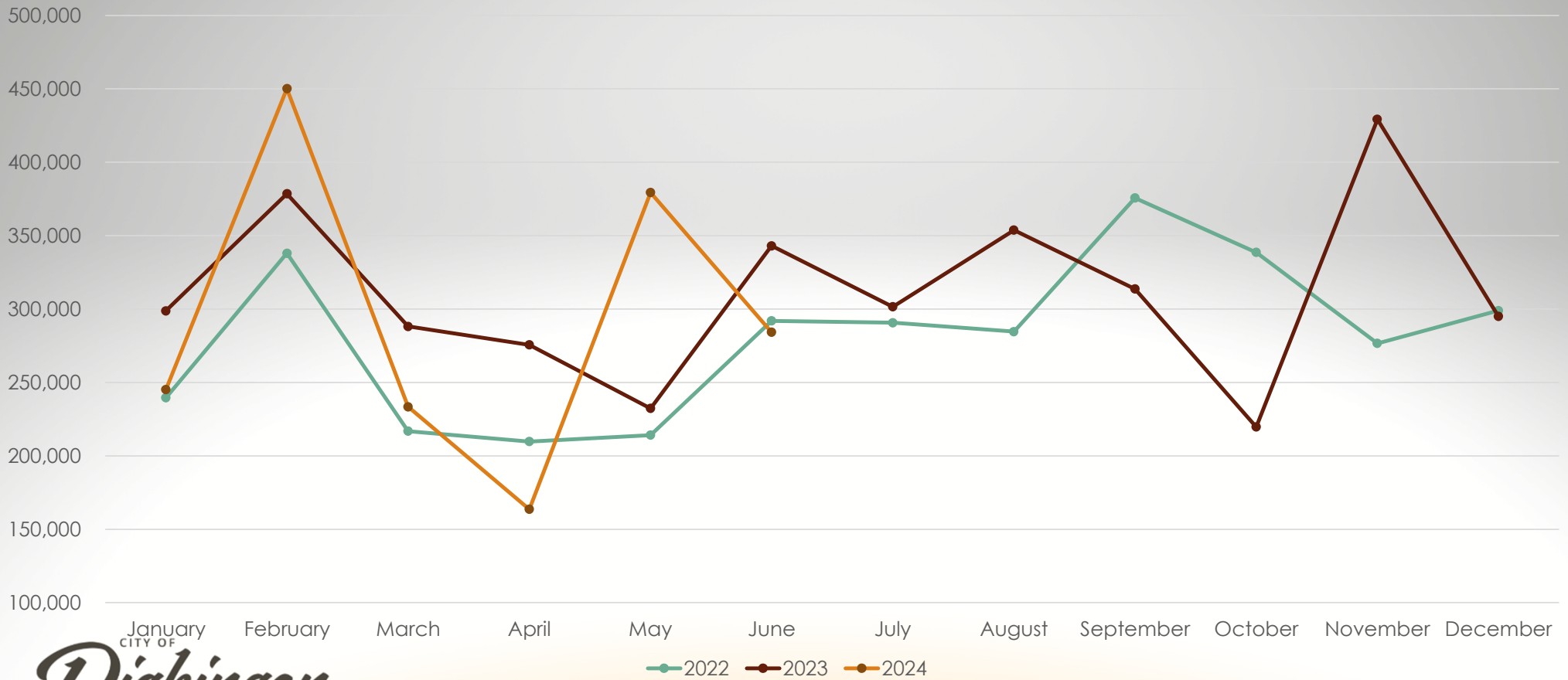
➤ Future Fund	\$ 6,882,397
➤ CMA	\$ 14,155,591
➤ City Pension	\$ 7,545,173
➤ Police Pension	\$ 7,449,588
➤ Volunteer Fire Pension	\$ 407,164
➤ OPEB	<u>\$ 216,187</u>
➤ Total	\$ 36,656,100



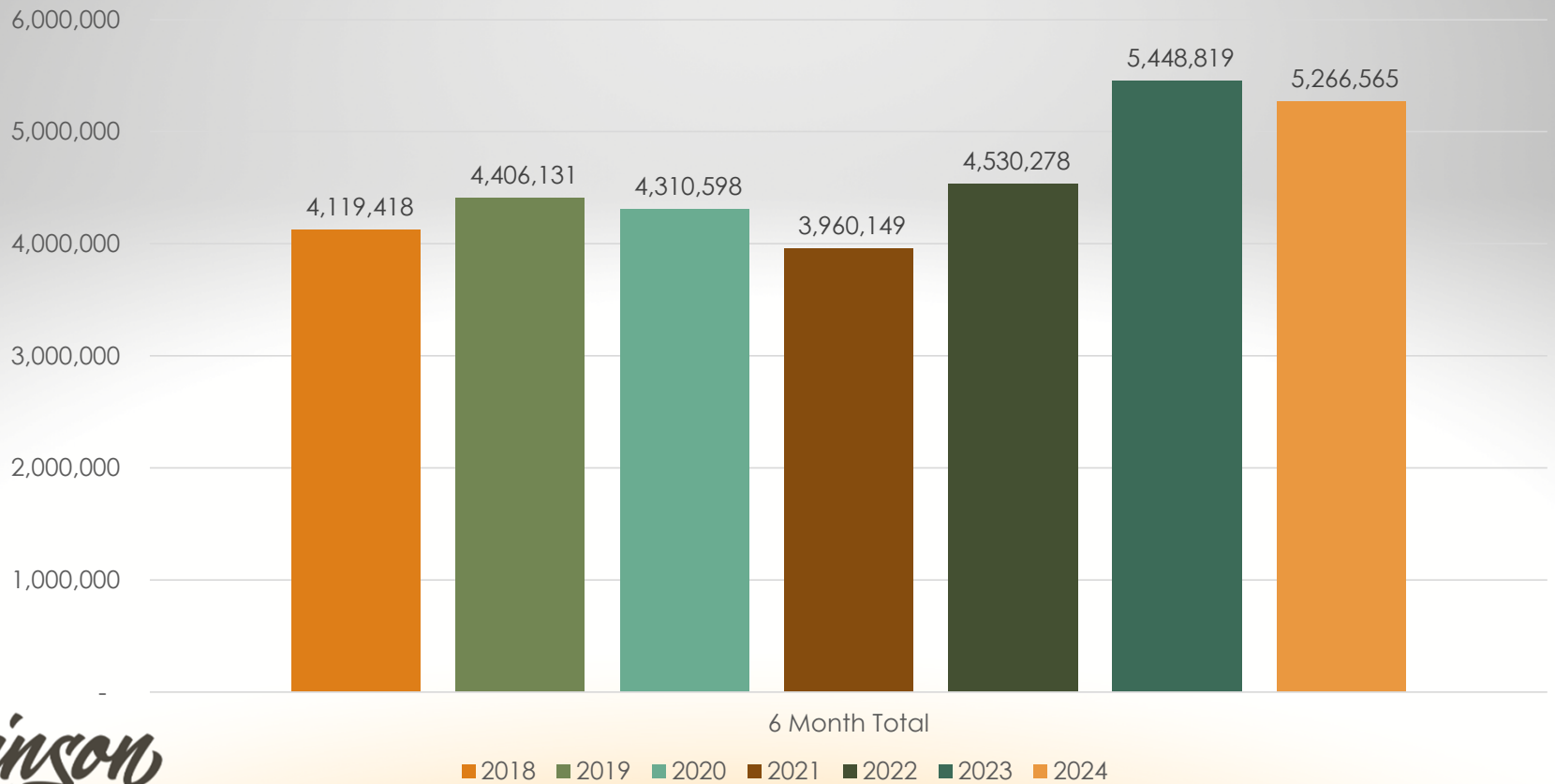
1% Sales Tax Monthly Breakdown



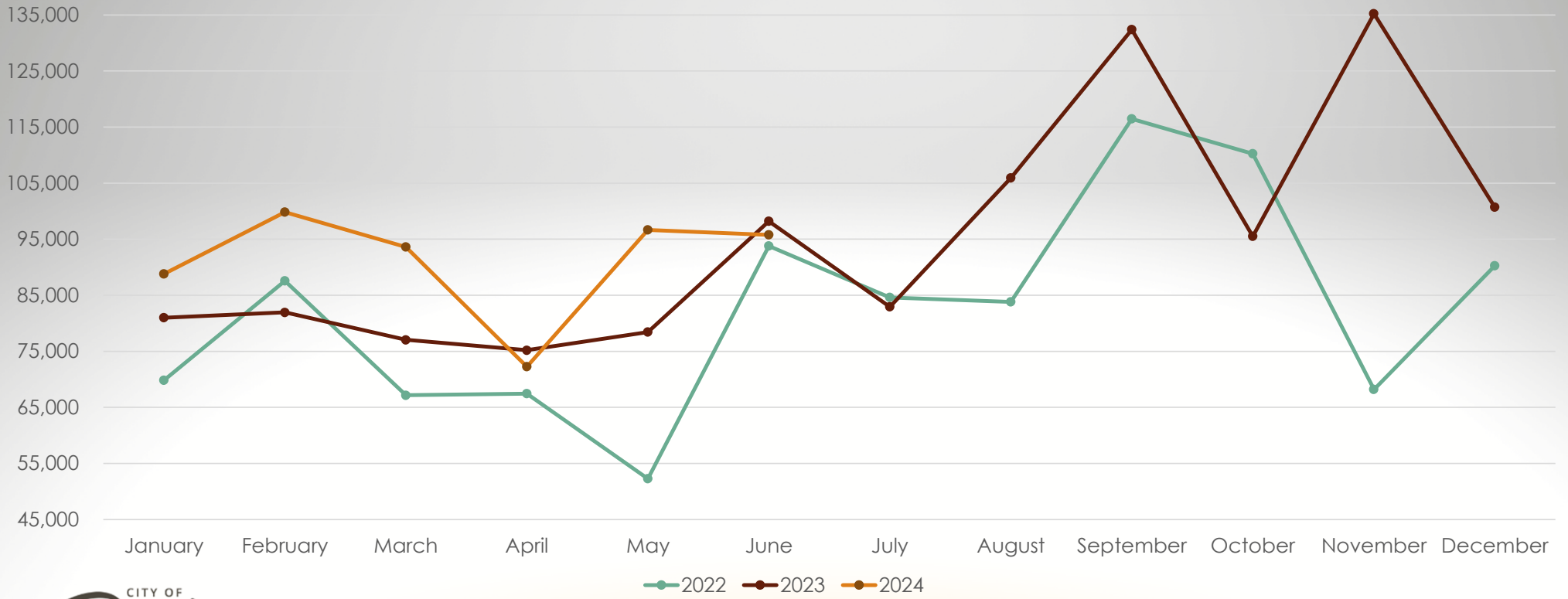
1/2% Sales Tax Monthly Breakdown



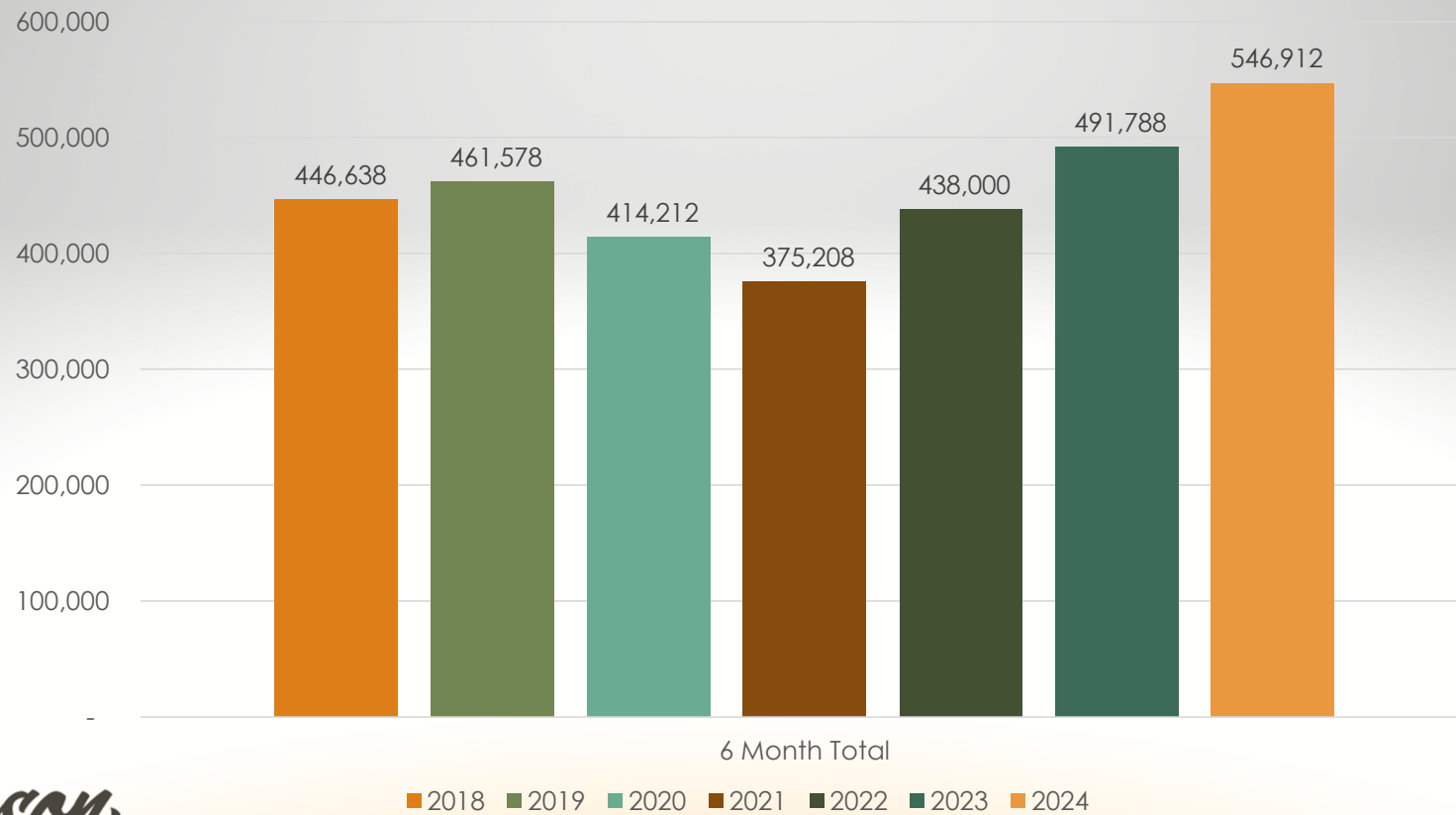
Sales Tax Comparison



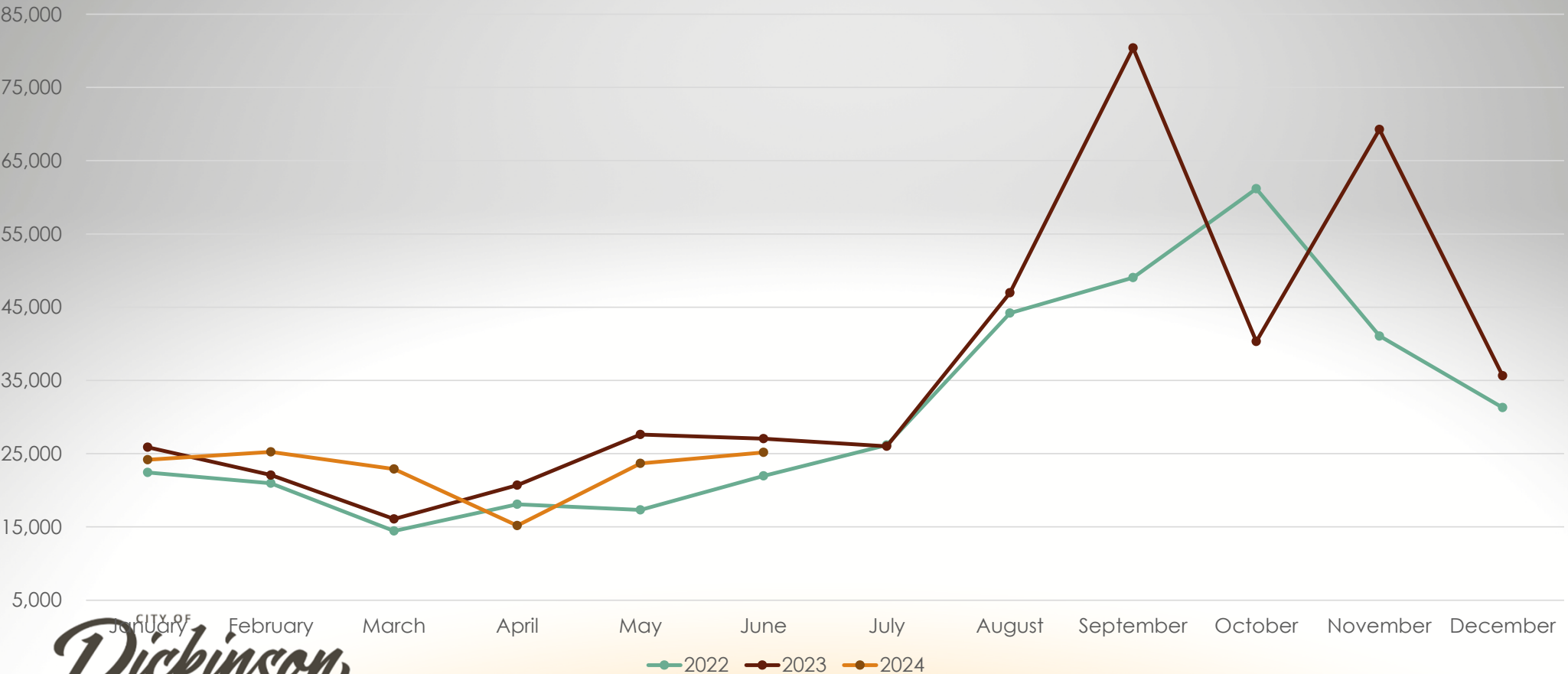
Hospitality Tax Monthly Breakdown



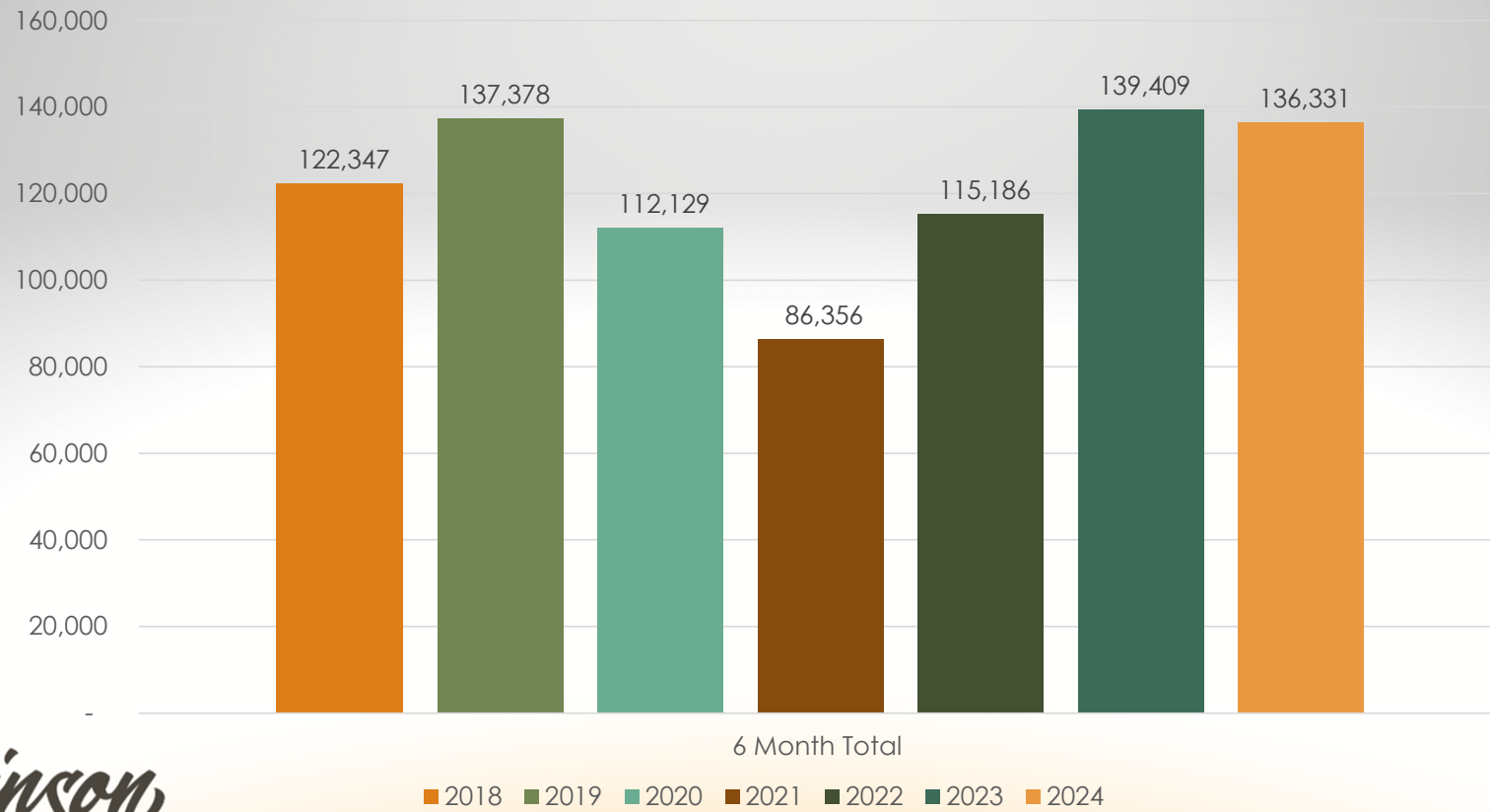
Hospitality Tax Comparison



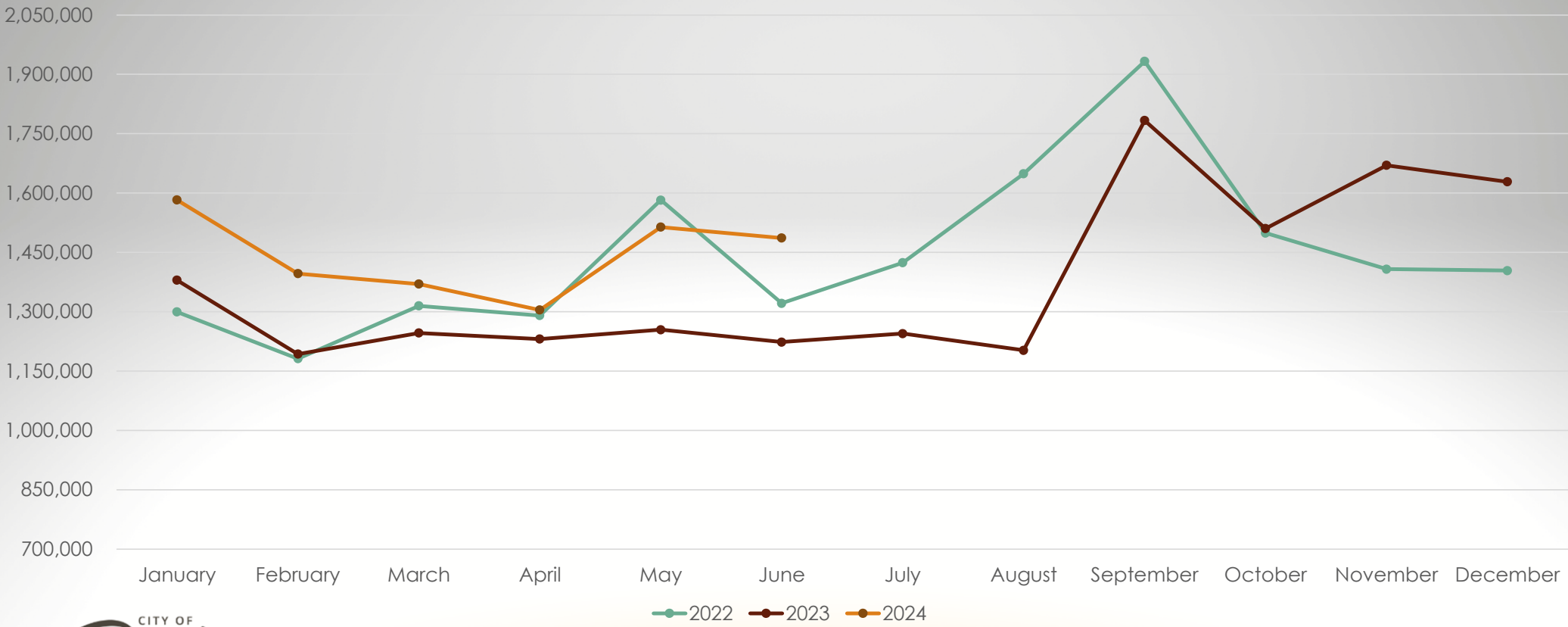
Occupancy Tax Monthly Breakdown



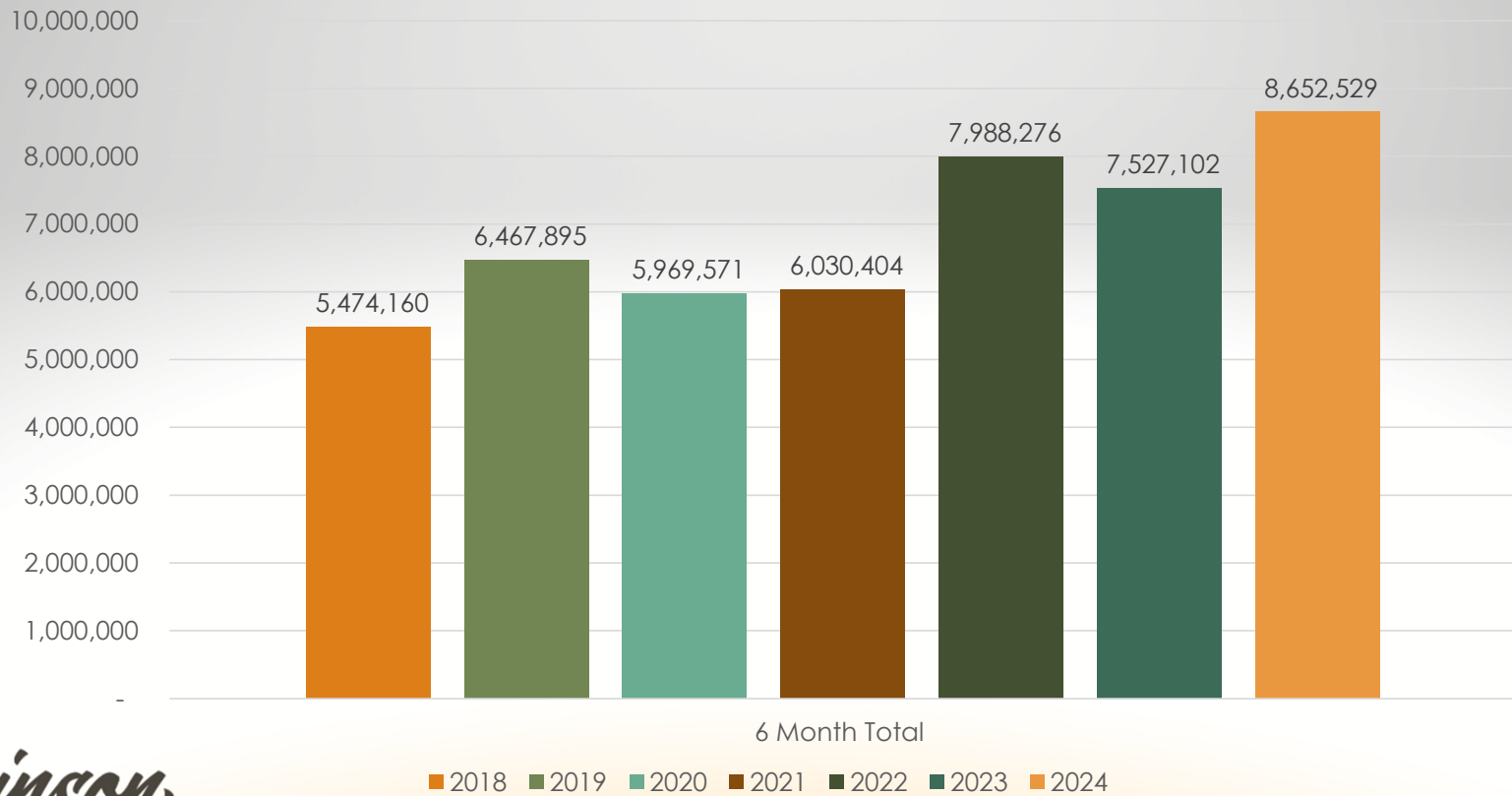
Occupancy Tax Comparison



Oil Impact Revenue Monthly Breakdown

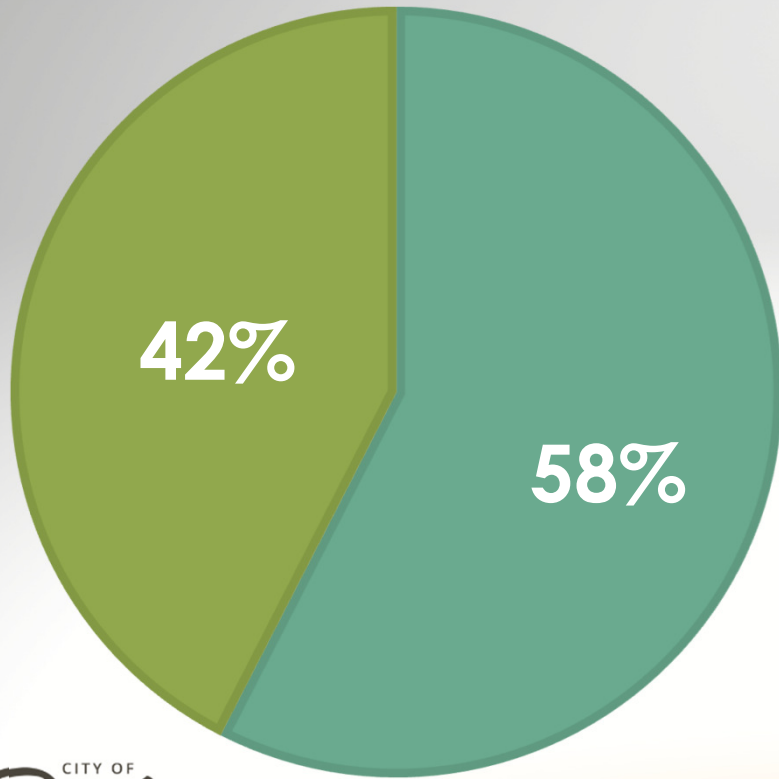


Oil Impact Comparison



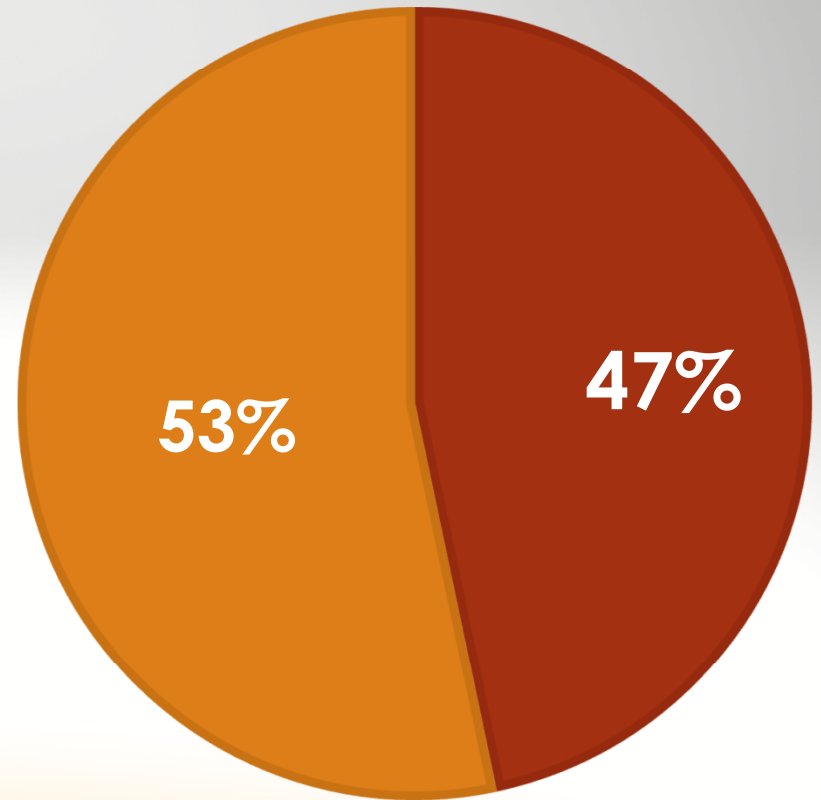
GENERAL FUND REVENUE

■ Collected ■ Remaining



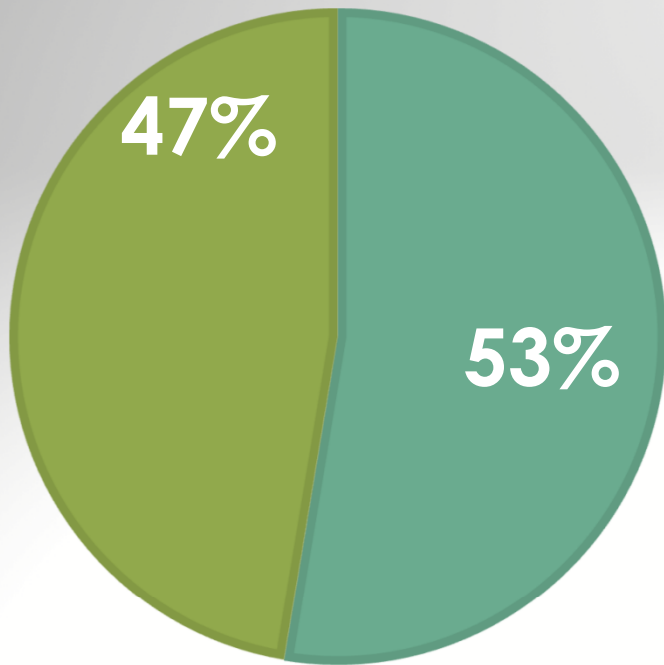
GENERAL FUND EXPENSES

■ Expended ■ Remaining



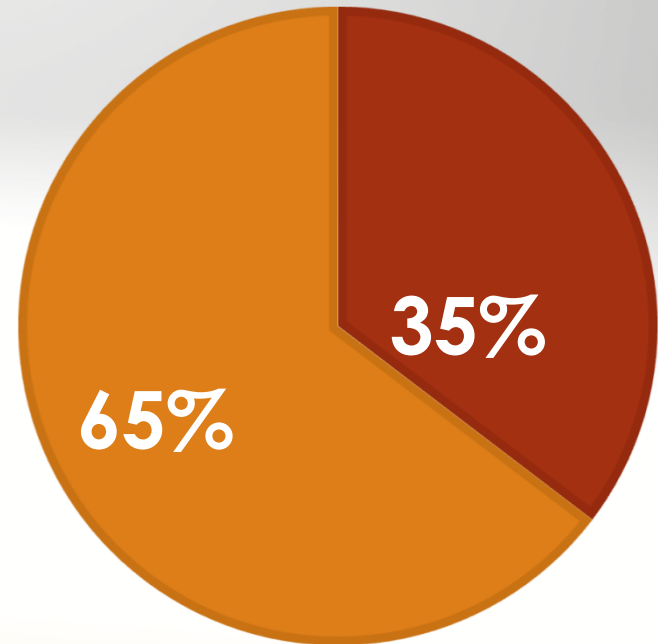
UTILITY REVENUE

■ Collected ■ Remaining



ENTERPRISE FUND EXPENSES

■ Expended ■ Remaining





Financial Report
 For the Period Ending
 June 30th, 2024

From: *Samantha Buzalsky, Accountant*

Budget Summary1
 State Tax/Intergovernmental Revenue by Month.....2
 Aged Report Summary6
 Utility Revenue Summary.....7

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

2024 Budget Recap

6/30/2024

	<u>2024</u> <u>Budget</u>	<u>2024</u> <u>Actual</u>	<u>Variance</u>	<u>% Expended</u>
<u>General Fund</u>	\$ 27,025,495	\$ 12,620,494	\$ 14,405,001	46.70%
<u>Special Revenue Funds</u>				
1% Sales Tax	\$ 10,884,500	\$ 3,523,573	\$ 7,360,927	32.37%
1/2% Sales Tax	\$ 5,225,000	\$ 2,856,250	\$ 2,368,750	54.67%
Legacy Square Fund	\$ 563,250	\$ 195,690	\$ 367,560	34.74%
Cemetery Fund	\$ 149,000	\$ 63,395	\$ 85,605	42.55%
Future Fund	\$ 300,000	\$ 144,169	\$ 155,831	48.06%
Oil Impact Fund	\$ 29,254,976	\$ 10,640,615	\$ 18,614,361	36.37%
Hospitality Tax	\$ 1,084,000	\$ 611,348	\$ 472,652	56.40%
Highway Tax	\$ 1,300,000	\$ 650,000	\$ 650,000	50.00%
Urban Forestry/Downtown Streetscape	\$ 50,000	\$ -	\$ 50,000	0.00%
Library	\$ 1,695,743	\$ 608,969	\$ 1,086,774	35.91%
Interest Revenue Fund	\$ 1,100,000	\$ 542,210	\$ 557,790	49.29%
<u>Debt Service Funds</u>				
WRCC Revenue Bond	\$ 1,435,000	\$ 17,740	\$ 1,417,260	1.24%
General Capital Lease Fund	\$ 400,000	\$ 192,204	\$ 207,796	48.05%
<u>Enterprise/Proprietary Funds</u>				
Water	\$ 7,956,317	\$ 3,743,904	\$ 4,212,413	47.06%
Sewer	\$ 9,575,755	\$ 2,034,167	\$ 7,541,588	21.24%
Solid Waste	\$ 5,892,753	\$ 2,010,418	\$ 3,882,335	34.12%
Storm Water	\$ 114,230	\$ 57,155	\$ 57,075	50.04%
Wastewater Plant	\$ 1,128,381	\$ 603,510	\$ 524,871	53.48%
Fleet (Internal Service)	\$ 1,270,831	\$ 422,651	\$ 848,180	33.26%
<u>Totals</u>	106,405,231	41,538,462	64,866,769	39.04%

Oil Impact Fund Revenue

6/30/2024								Increase (Decrease) over prior year
	2018	2019	2020	2021	2022	2023	2024	
January	860,742	1,088,021	1,173,219	906,718	1,299,165	1,379,453	1,582,335	202,882
February	882,817	938,136	1,221,034	974,729	1,181,038	1,192,840	1,396,215	203,375
March	949,318	1,061,228	1,143,847	999,254	1,314,748	1,246,296	1,369,677	123,381
April	805,930	1,047,392	1,016,645	991,918	1,290,101	1,230,965	1,304,302	73,336
May	876,208	1,120,384	792,116	1,086,395	1,582,042	1,254,441	1,513,616	259,175
June	1,099,144	1,212,734	622,710	1,071,391	1,321,182	1,223,107	1,486,384	263,277
July	1,243,935	1,182,092	623,428	1,106,206	1,423,884	1,244,544		
August	1,198,710	1,112,773	739,585	1,119,185	1,648,644	1,202,366		
September	1,656,623	1,559,227	1,219,797	1,590,051	1,932,473	1,783,432		
October	1,263,925	1,191,095	907,805	1,174,502	1,498,774	1,509,862		
November	1,362,972	1,152,480	896,826	1,205,340	1,407,431	1,669,712		
December	1,356,298	1,168,313	890,316	1,291,108	1,403,773	1,628,239		
Totals	13,556,623	13,833,874	11,247,328	13,516,796	17,303,256	16,565,258	8,652,529	1,125,427

Hospitality Tax

6/30/2024	2018	2019	2020	2021	2022	2023	2024	Increase (Decrease) over prior year
January	62,202	81,122	82,427	69,011	69,822	80,993	88,784	7,791
February	92,503	80,320	84,166	49,803	87,549	81,937	99,849	17,912
March	65,519	71,329	63,859	60,667	67,154	77,037	93,600	16,564
April	50,319	59,212	78,972	70,912	67,428	75,191	72,256	(2,935)
May	84,613	92,634	63,745	72,352	52,278	78,429	96,639	18,209
June	91,483	76,960	41,043	52,463	93,769	98,201	95,785	(2,416)
July	65,073	70,675	82,172	96,721	84,616	82,918		
August	106,837	104,979	88,496	86,150	83,828	105,902		
September	99,110	91,084	77,004	110,621	116,475	132,380		
October	81,064	106,436	92,454	91,040	110,248	95,499		
November	108,769	99,662	76,605	72,803	68,209	135,220		
December	93,749	72,367	82,554	92,104	90,254	100,718		
Totals	1,001,241	1,006,781	913,497	924,646	991,630	1,144,425	546,912	55,124

Occupancy Tax

	2018	2019	2020	2021	2022	2023	2024	Increase (Decrease) over prior year
January	14,504	23,827	23,209	19,645	22,427	25,873	24,170	(1,703)
February	25,752	19,796	22,931	14,115	20,959	22,081	25,243	3,162
March	12,234	20,971	11,847	9,806	14,433	16,097	22,895	6,797
April	14,283	24,396	22,041	14,038	18,074	20,706	15,177	(5,529)
May	24,654	23,073	19,237	16,205	17,314	27,617	23,675	(3,942)
June	30,921	25,315	12,864	12,547	21,977	27,036	25,171	(1,865)
July	19,871	37,101	12,496	26,474	26,169	26,015		
August	40,414	37,844	27,268	50,105	44,182	46,969		
September	48,211	44,207	28,500	43,337	49,032	80,411		
October	41,598	63,262	33,627	37,659	61,186	40,325		
November	50,014	47,438	29,306	52,810	41,071	69,271		
December	41,713	24,498	22,353	27,311	31,290	35,647		
Totals	364,167	391,727	265,679	324,053	368,116	438,047	136,331	(3,078)

1% Sales Tax

6/30/2024	2018	2019	2020	2021	2022	2023	2024	Increase (Decrease) over prior year
January	369,381	503,405	576,989	443,415	479,035	597,446	490,171	(107,275)
February	629,177	590,900	615,580	393,184	675,922	757,033	900,175	143,142
March	417,722	417,702	345,175	449,633	433,558	576,217	466,764	(109,453)
April	324,713	394,368	505,251	485,343	419,590	551,078	327,069	(224,010)
May	549,810	543,423	505,989	514,562	428,195	464,675	758,666	293,991
June	455,476	487,623	324,748	353,963	583,886	686,093	568,198	(117,895)
July	401,647	425,959	584,979	607,274	581,266	602,935		
August	664,241	765,145	527,075	568,420	569,164	707,353		
September	517,500	517,822	494,819	523,865	751,171	627,308		
October	473,116	568,820	490,122	512,572	677,176	439,305		
November	609,032	600,086	472,033	447,706	553,059	858,479		
December	556,185	438,099	491,566	634,101	597,838	589,994		
Totals	5,967,998	6,253,353	5,934,326	5,934,039	6,749,860	7,457,917	3,511,044	(121,500)

1/2% Sales Tax

	2018	2019	2020	2021	2022	2023	2024	Increase (Decrease) over prior year
January	184,690	251,703	288,495	221,707	239,517	298,723	245,085	(53,638)
February	314,588	295,450	307,790	196,592	337,961	378,517	450,088	71,571
March	208,861	208,851	172,588	224,817	216,779	288,109	233,382	(54,727)
April	162,356	197,184	252,626	242,671	209,795	275,539	163,534	(112,005)
May	274,905	271,711	252,994	257,281	214,097	232,338	379,333	146,996
June	227,738	243,812	162,374	176,981	291,943	343,047	284,099	(58,947)
July	200,823	212,980	292,490	303,637	290,633	301,468		
August	332,120	382,573	263,538	284,210	284,582	353,676		
September	258,750	258,911	247,409	261,933	375,585	313,654		
October	236,558	284,410	245,061	256,286	338,588	219,652		
November	304,516	300,043	236,016	223,853	276,530	429,239		
December	278,092	219,050	245,783	317,051	298,919	294,997		
Totals	2,983,999	3,126,677	2,967,163	2,967,019	3,374,930	3,728,959	1,755,521	(60,750)

Total 1.5% Sales Tax

	2018	2019	2020	2021	2022	2023	2024	Increase (Decrease) over prior year
January	554,071	755,108	865,484	665,122	718,552	896,169	735,256	(160,913)
February	943,765	886,350	923,369	589,775	1,013,883	1,135,550	1,350,263	214,713
March	626,583	626,552	517,763	674,450	650,337	864,326	700,146	(164,180)
April	487,069	591,552	757,877	728,014	629,384	826,618	490,603	(336,014)
May	824,715	815,134	758,983	771,843	642,292	697,013	1,138,000	440,987
June	683,214	731,435	487,122	530,944	875,829	1,029,140	852,297	(176,842)
July	602,470	638,939	877,469	910,911	871,899	904,403		
August	996,361	1,147,718	790,613	852,630	853,747	1,061,029		
September	776,250	776,733	742,228	785,798	1,126,756	940,962		
October	709,674	853,230	735,183	768,859	1,015,764	658,957		
November	913,547	900,130	708,049	671,559	829,589	1,287,718		
December	834,277	657,149	737,349	951,152	896,757	884,991		
Totals	8,951,997	9,380,030	8,901,489	8,901,058	10,124,790	11,186,876	5,266,565	(182,250)

City of Dickinson

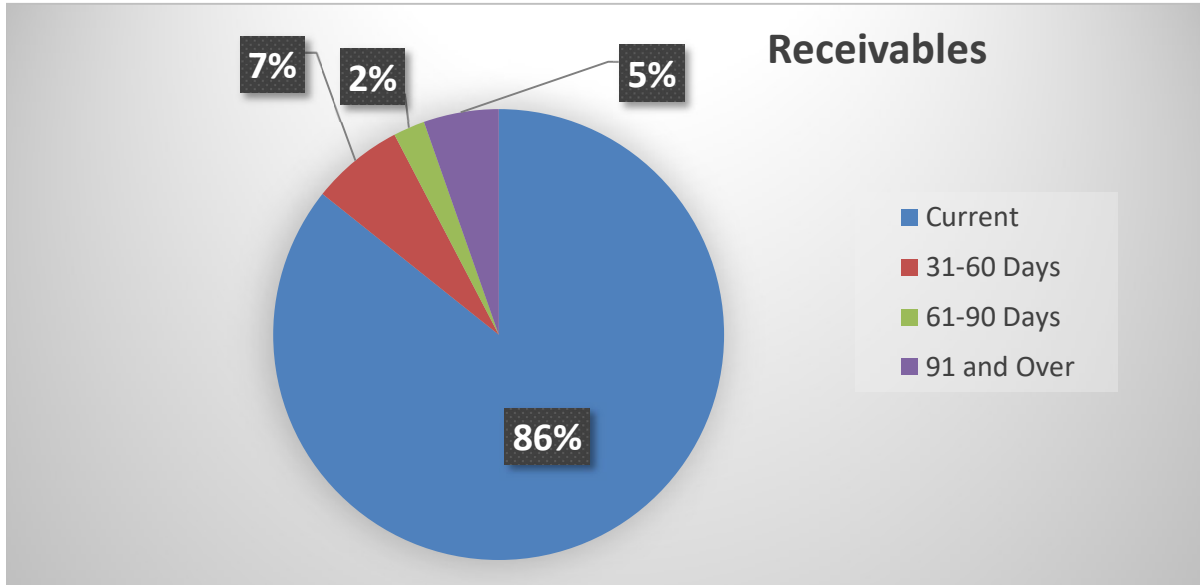
6/30/2024	Occupancy Tax Total Collections (Paid to CVB)		Sales Tax Revenue Monthly Breakdown					
	Occupancy Tax		1% Sales Tax		1/2% Sales Tax		Hospitality Tax	
	2023	2024	2023	2024	2023	2024	2023	2024
January	25,873	24,170	597,446	490,171	298,723	245,085	80,993	88,784
February	22,081	25,243	757,033	900,175	378,517	450,088	81,937	99,849
March	16,097	22,895	576,217	466,764	288,109	233,382	77,037	93,600
April	20,706	15,177	551,078	327,069	275,539	163,534	75,191	72,256
May	27,617	23,675	464,675	758,666	232,338	379,333	78,429	96,639
June	27,036	25,171	686,093	568,198	343,047	284,099	98,201	95,785
July	26,015	-	602,935	-	301,468	-	82,918	-
August	46,969	-	707,353	-	353,676	-	105,902	-
September	80,411	-	627,308	-	313,654	-	132,380	-
October	40,325	-	439,305	-	219,652	-	95,499	-
November	69,271	-	858,479	-	429,239	-	135,220	-
December	35,647	-	589,994	-	294,997	-	100,718	-
Total	438,047	136,331	7,457,917	3,511,044	3,728,959	1,755,521	1,144,425	546,912

	Intergovernmental Revenues							
	State Aid Distribution		Highway Distribution Tax		Oil Impact Revenue		Other Misc. Revenue Intergovernmental	
	2023	2024	2023	2024	2023	2024	2023	2024
January	189,768	173,974	123,168	120,921	1,379,453	1,582,335	-	-
February	226,505	262,961	111,303	108,532	1,192,840	1,396,215	-	-
March	184,004	181,844	86,510	93,317	1,246,296	1,369,677	4,332	-
April	176,214	127,143	105,233	94,096	1,230,965	1,304,302	-	-
May	180,327	245,132	99,875	97,576	1,254,441	1,513,616	4,424	-
June	223,438	205,687	96,104	93,719	1,223,107	1,486,384	25,651	19,030
July	217,702	-	113,233	-	1,244,544	-	5,114	-
August	239,196	-	74,660	-	1,202,366	-	-	-
September	234,047	-	101,199	-	1,783,432	-	-	-
October	197,963	-	111,324	-	1,509,862	-	-	-
November	258,158	-	100,894	-	1,669,712	-	-	-
December	218,608	-	518,354	-	1,628,239	-	24,381	-
Total	2,545,930	1,196,740	1,641,858	608,160	16,565,258	8,652,529	63,902	19,030

Aged Trial Balance Summary 6/30/2024

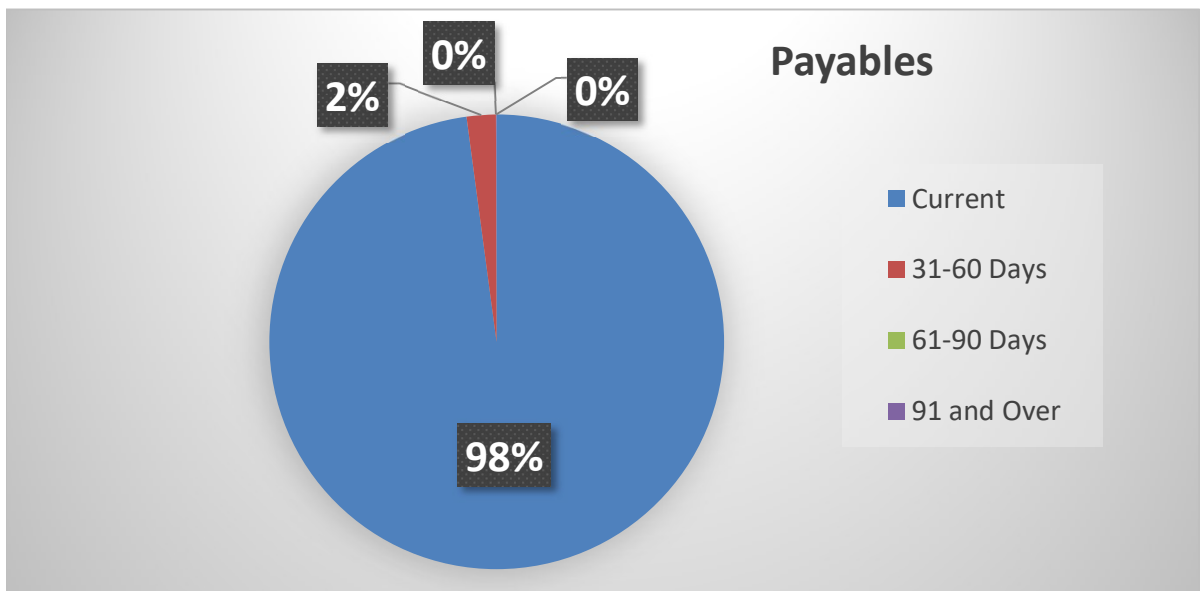
Accounts Receivable Aged Report Summary

Current	31-60 Days	61-90 Days	91 and Over	Total
\$253,370.22	\$19,533.52	\$6,738.05	\$15,876.85	\$295,518.64



Accounts Payable Aged Report Summary

Current	31-60 Days	61-90 Days	91 and Over	Total
\$3,521,377.77	\$74,710.10	\$0.00	\$1,872.93	\$3,597,960.80



Utility Revenue Summary
6/30/2024

	2020	2021	2022	2023	2024	Increase (Decrease) over prior year
<u>Water</u>						
Consumption	\$ 5,736,440	\$ 6,082,613	\$ 5,357,972	\$ 5,346,827	\$ 2,195,758	\$ (3,151,069)
Meter Charges	\$ 1,138,511	\$ 1,146,953	\$ 1,154,095	\$ 1,142,569	\$ 564,208	\$ (578,361)
Flat Rate Wells	\$ 1,140	\$ 1,141	\$ 1,080	\$ 1,070	\$ 530	\$ (540)
Labor Sales & Service	\$ 405	\$ 360	\$ 360	\$ 510	\$ 495	\$ (15)
Connection Fees	\$ 149,035	\$ 172,079	\$ 158,153	\$ 187,700	\$ 94,050	\$ (93,650)
Bad Debts Recovered	\$ -	\$ -	\$ 9,078	\$ 18,333	\$ 11,122	\$ (7,211)
Water Vendor	\$ -	\$ -	\$ 30,621	\$ 23,386	\$ 9,849	\$ (13,537)
Other Misc Reveue	\$ -	\$ -	\$ 41,581	\$ 26,855	\$ 15,047	\$ (11,809)
<u>Sewer</u>						
Consumption	\$ 1,462,721	\$ 1,433,404	\$ 1,348,383	\$ 1,329,525	\$ 618,835	\$ (710,690)
Meter Charges	\$ 1,525,480	\$ 1,534,287	\$ 1,543,413	\$ 1,527,970	\$ 755,034	\$ (772,936)
Flat Rate Wells	\$ 5,400	\$ 5,400	\$ 5,400	\$ 5,352	\$ 2,650	\$ (2,702)
Septage Receiving Station	\$ -	\$ -	\$ 31,992	\$ 64,116	\$ 32,163	\$ (31,953)
Connection Fees	\$ 99,450	\$ 91,550	\$ 81,800	\$ 236,750	\$ 53,641	\$ (183,109)
Other Misc Reveue	\$ -	\$ -	\$ 836,442	\$ 827,031	\$ 404,995	\$ (422,036)
<u>Solid Waste</u>						
Utility Billing	\$ 1,533,977	\$ 1,569,909	\$ 1,576,222	\$ 1,585,175	\$ 945,440	\$ (639,735)
Commercial Landfill	\$ 934,278	\$ 812,800	\$ 1,007,974	\$ 848,730	\$ 457,037	\$ (391,693)
Gate Receipts	\$ 421,411	\$ 448,321	\$ 539,687	\$ 684,955	\$ 306,291	\$ (378,664)
UB Commercial Service	\$ 1,474,946	\$ 1,462,181	\$ 1,484,111	\$ 1,646,760	\$ 970,064	\$ (676,696)
Commercial Container Rent	\$ 182,735	\$ 220,795	\$ 177,291	\$ 220,416	\$ 97,427	\$ (122,989)
Recycle Income	\$ -	\$ -	\$ 136,052	\$ 71,322	\$ 39,192	\$ (32,130)
Other Misc Reveue	\$ -	\$ -	\$ 175,707	\$ 175,758	\$ 88,224	\$ (87,534)
<u>General Fund</u>						
Street Light Utility	\$ 355,910	\$ 391,843	\$ 394,167	\$ 389,410	\$ 192,407	\$ (197,004)
<u>Storm Water</u>						
Utility Billing	\$ 314,276	\$ 316,190	\$ 317,917	\$ 314,553	\$ 155,577	\$ (158,976)
Other Misc Reveue				\$ 14,154	\$ 5,092	\$ (9,062)
<u>Waste Water Treatment Plant</u>						
Wastewater Reuse	\$ 108,071	\$ 305,141	\$ 257,474	\$ 240,795	\$ 123,055	\$ (117,740)
Total	\$ 15,336,115	\$ 15,689,825	\$ 16,409,499	\$ 16,689,227	\$ 8,015,128	\$ (8,674,099)

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

Human Resources

Finance Job Descriptions

Presented by: HR Director Nameniuk



Finance Generalist

Responsibilities:

- Process daily accounts payable transactions, including, but not limited to, preparing and processing invoices and payments, and ensuring payments are timely and accurate.
- Submit payable checks to Positive Pay and resolve any discrepancies.
- Process and monitor budgeted Subsidy payments.
- Reconcile vendor statements.
- Research and resolve purchase orders, contracts, invoices, and payment discrepancies. Document and correct any and all discrepancies.
- Monitors budgeted expenditures as part of internal control processes.
- Identify opportunities to improve efficiency and effectiveness of current processes.
- Preparation of a variety of administrative and financial reports.
- Process annual 1099 forms.
- File quarterly ND Sales Tax for various city departments.

Education and Experience:

- High School Diploma or GED
- Two + years of general accounting experience
- Or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job.

Special Requirements:

- Valid Driver's License

Classification: Grade 13

FLSA: Non-Exempt

Payroll & Finance Support

Responsibilities:

- Performs a variety of duties relating to the operation and maintenance of the payroll software module, personnel and payroll functions; reviews and processes wage, benefit, direct deposit and tax information; maintains time off accruals and balances.
- Generates, reviews, and reconciles payroll reports to ensure accuracy and completeness of payroll, earning statements, and deductions; identifies and resolves discrepancies; transmits direct deposit files; verifies payroll deposits and earning statements are posted each pay period.
- Maintains the electronic time keeping system including activating and de-activating accounts; updating workgroup and/or employee preferences; transferring approval rights based on employment changes; researching discrepancies and making necessary updates to time entry errors.
- Generates and distributes W2's and corresponding reports within mandated timeframes; completes transfer of funds for payroll tax deposits and payroll deduction liabilities.
- This position also assists in the administration of the financial and business functions of the City of Dickinson by providing support and assistance to Finance.

Education and Experience:

- Associate's degree in business related field and/or specialized training or certification in payroll.
- Three+ years of experience in payroll.
- Equivalent combination of education and experience sufficient to successfully perform the essential duties of the job.

Special Requirements:

- Valid Driver's License.

Classification: Grade 14

FLSA: Non-Exempt



Finance Specialist

Responsibilities:

- Monitors, coordinates and performs analytical review of financial activities in support of the Citywide accounting system.
- Provides staff support, direction and interpretation concerning how to accurately code and record financial data.
- Assists in the preparation of financial reports and annual budget. Closes year-end financial period.
- Assist in coordinating and maintaining the personnel and benefit forecasting and budgets.
- Record, classify, and maintain the city fixed asset records
- Ensure appropriate insurance coverage is carried on all city vehicles, equipment, and property. Assign insurance costs based on departmental asset ownership.
- Cross-train and provide backup for accounts payable, payroll, special assessments, and administration permitting.

Education and Experience:

- Bachelor's degree in accounting preferred or Associates Degree in related field.
- Three to five years of general accounting and payroll experience.
- Or an equivalent combination of education and experience.

Special Requirements:

- Valid Driver's License
- North Dakota League of City's Auditors Certification within one year of employment.

Classification: Grade 15

FLSA: Non-Exempt



Finance Technician

Responsibilities:

- Assists in preparation of a variety of administrative & financial reports.
- Review and post daily department revenues in cash receipting software.
- Assists in the collection of data and preparation of routine and specialized reports and surveys.
- Assists with annual external audits.
- Provide support to Utility Billing functions, including mailings for delinquent accounts, shut-off processes, payments, and customer service.
- Generates invoices and balance receivables other than utilities to include posting batches generated by other departments.
- Perform a variety of office and clerical support functions including composing correspondence and records management.

Education and Experience:

- High School Diploma or GED.
- One year of general bookkeeping experience.
- Or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job.

Special Requirements:

- Valid Driver's License.

Classification: Grade 12

FLSA: Non-Exempt



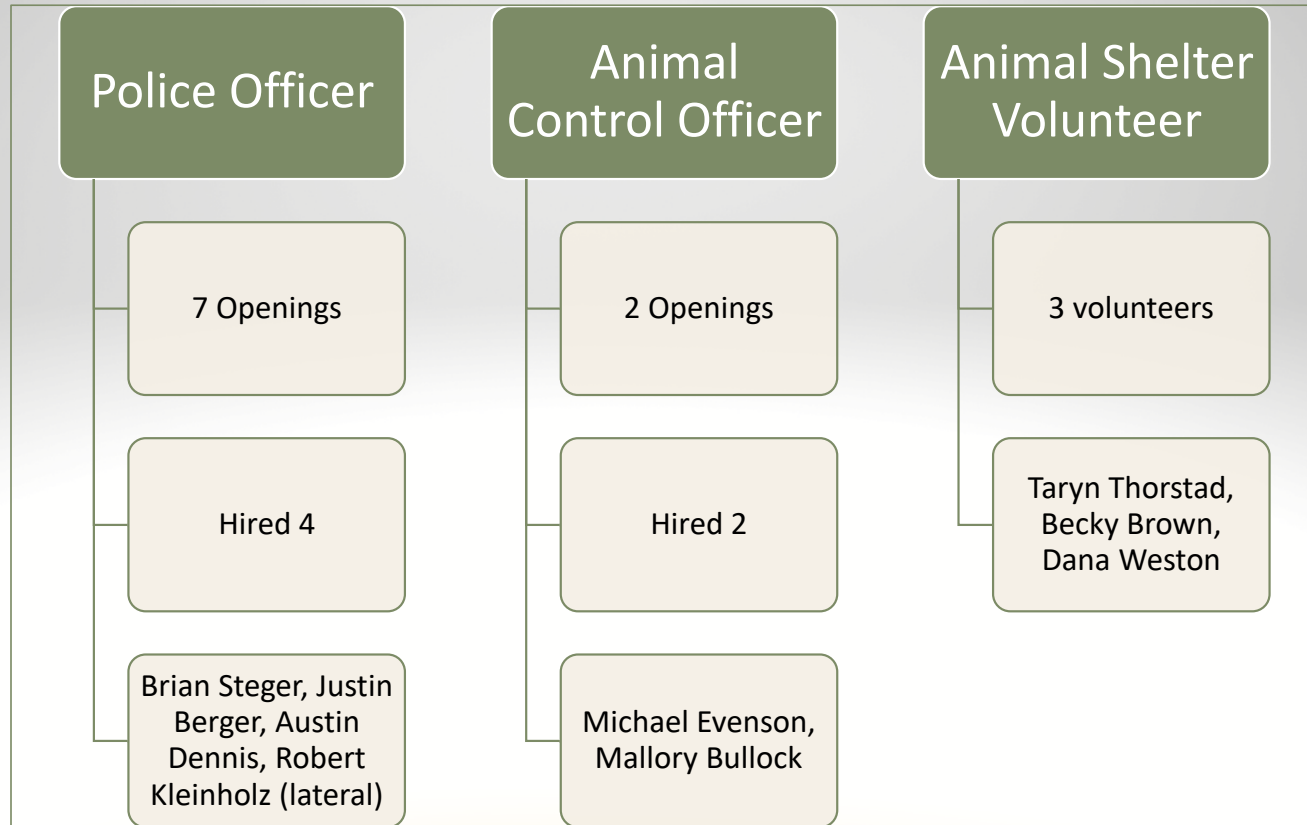
Human Resources

Hiring Journal

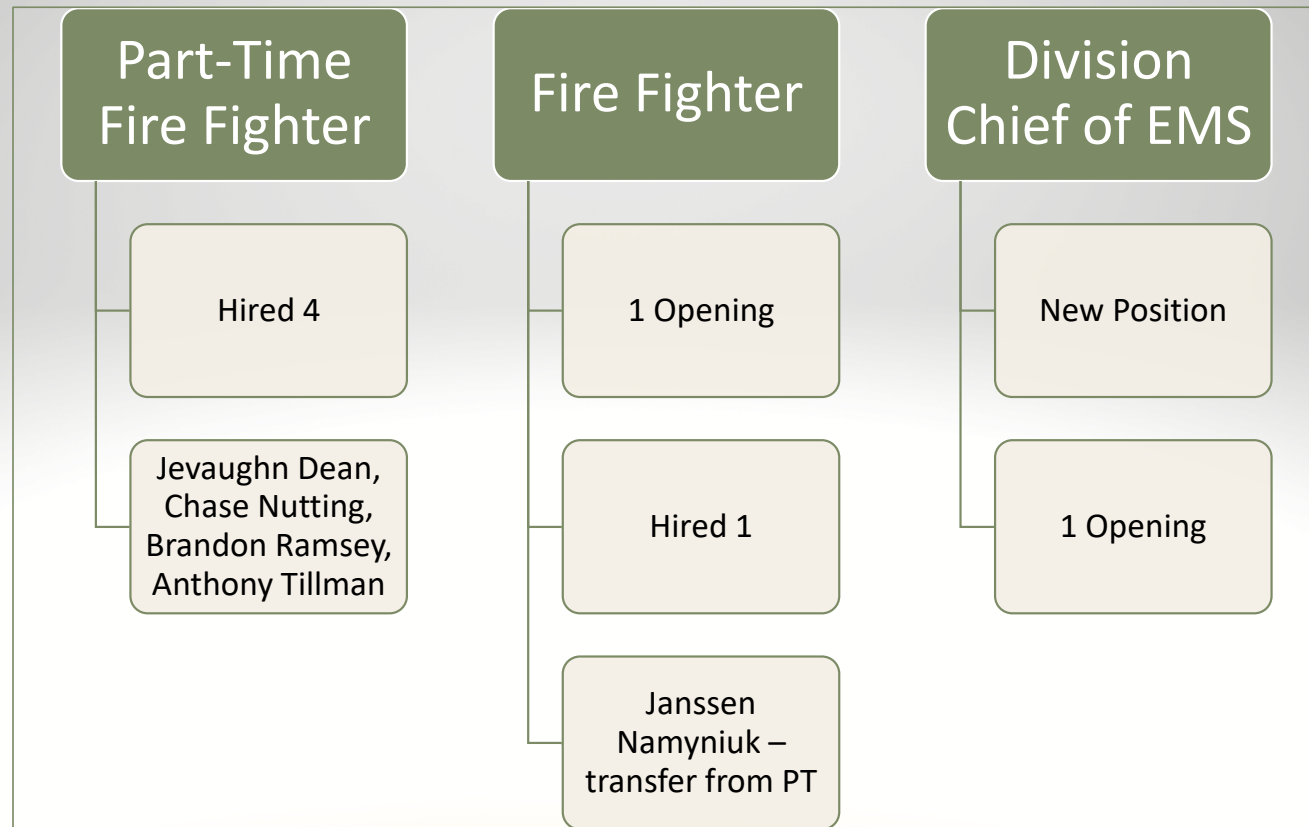
Presented by: HR Director Nameniuk



Police Department



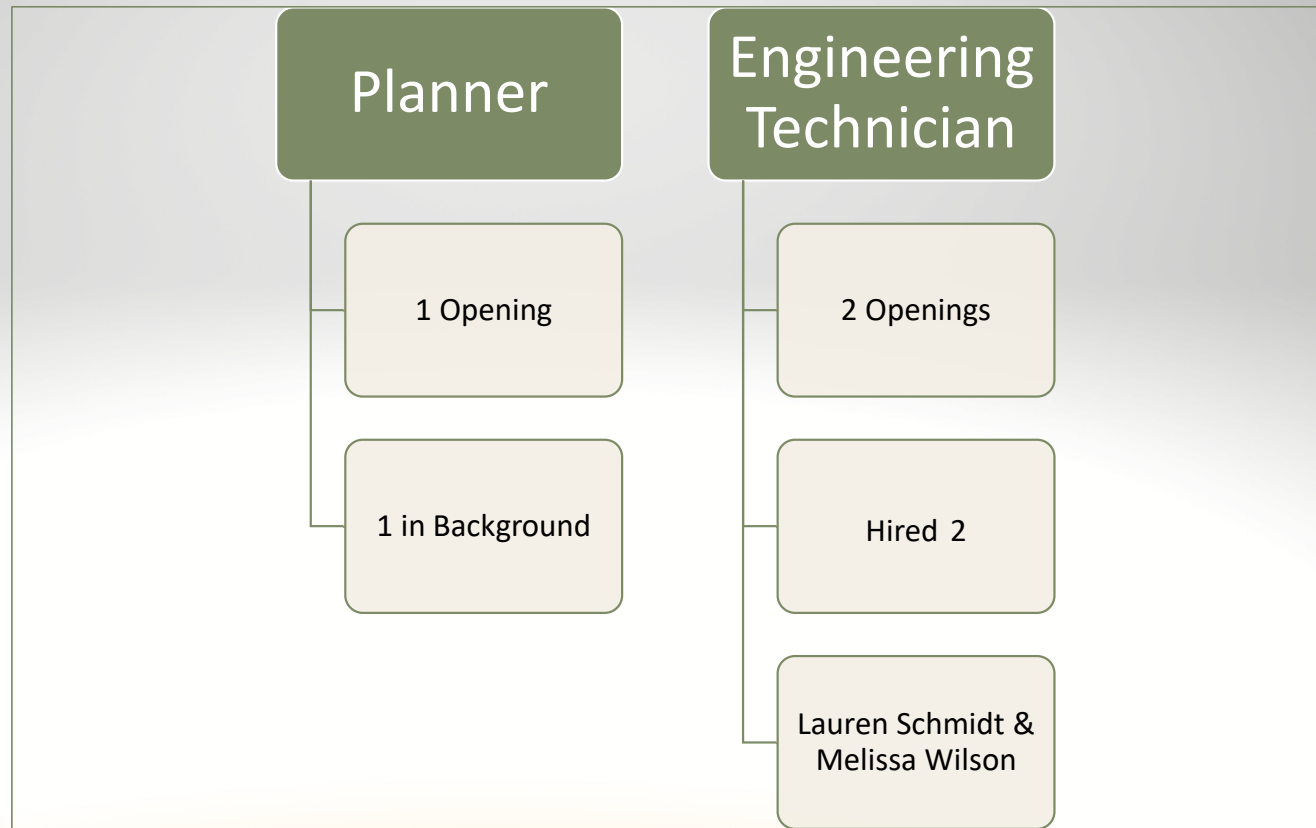
Fire Department



Public Works



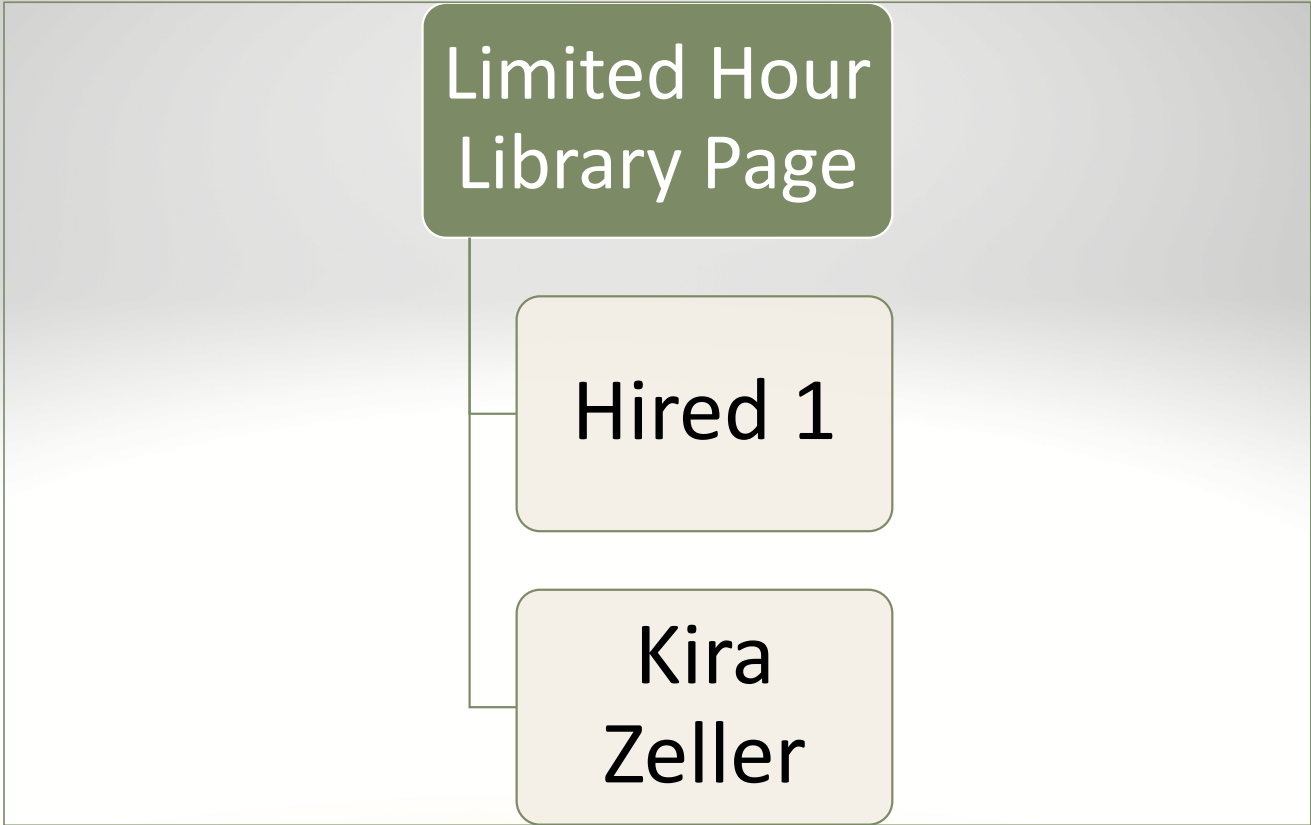
Community Development /Engineering



Museum Volunteers/ Seasonals



Library

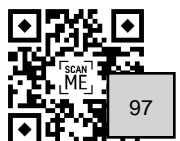


Questions?

The Finance department is asking for several job description changes to better align with the duties and responsibilities of the department, upon recommendation from past audits and the need of the various departments within the City of Dickinson. The Accounting Technician, grade 12 will realign duties and become the Finance Generalist, grade 13. The Payroll Specialist, grade 13, will realign to Payroll & Finance Support, Grade 14. The Accountant, grade 14 will realign and become the Finance Specialist, grade 15. Some of the more entry level finance duties will be encompassed in the Finance Technician, grade 12. City staff recommends approval.

Thank you,

HR Director Shelly Nameniuk



FINANCE SPECIALIST ACCOUNTANT

POSITION SUMMARY

The Finance Specialist performs professional level financial and accounting duties in support of the Citywide accounting functions such as accounts receivable, accounts payable, payroll, retirement, special assessments, reconciliations, fixed assets, construction-in-progress, debt, and grants. ~~financial analysis and reporting activities to include establishing and maintaining accounting systems functioning within federal, state and GASB guidelines, rules, policies and procedures.~~

RESPONSIBILITIES

Essential Duties:

- Monitors, coordinates and performs analytical review of financial activities in support of the Citywide accounting system. ~~including functions of accounts receivable, accounts payable, payroll, retirement, procurement cards, special assessments, cash receipts, bank reconciliations, fixed assets and infrastructure, inventory, investments, grants, construction in progress, and long term debt.~~
- Provides staff support, direction and interpretation concerning how to accurately code and record financial data. ~~Maintains and monitors financial software applications.~~
- Assists in the preparation of financial reports and annual budget. Closes year-end financial ~~statements period.~~
- ~~Assist in c~~Coordinate ~~ing~~es and ~~maintains~~maintaining the personnel ~~and benefit forecasting and budgets and benefits.~~
- ~~Records~~Record, and ~~classify~~es, and ~~maintain the~~ City fixed asset ~~records to include: classifying assets; establishing depreciation schedules; and work with Risk Management to~~
- ~~Insure~~Ensure appropriate insurance ~~coverages~~coverage is carried on all city vehicles, equipment, and property. ~~and a~~Assign insurance costs based on departmental ~~asset ownership; ownership.~~
- Cross-train and provide backup for accounts payable, payroll, special assessments, and ~~administration permitting.~~
- ~~Prepare and post journal entries.~~
- ~~Oversees external retirement plans with the plan providers and the City's actuary firm to ensure employer costs are properly allocated and accounted for.~~
- Obtain records from retirees. Calculate and manage monthly distribution of OPEB ~~payments.~~
- ~~Coordinate and compile the annual Longevity payment.~~
- ~~Perform consistent internal audits of various financial processes and procedures of City departments.~~
- ~~Provide grant administration and tracking of pass-through grants received for various outside organizations.~~
- ~~Facilitate management of capital improvement projects to include assisting with funding, expense monitoring, financial records contributed capital, and capitalization of final project. Keep detailed financial records for the purpose of annual external audit.~~

FINANCE SPECIALIST ACCOUNTANT

- Perform monthly bank reconciliations.
- Process's and maintains capital leases.
- Conducts daily tasks and make decisions autonomously, without the need for immediate supervisor direction or review.
- Frequent interaction with others and builds relationships.
- Explores alternative and creative solutions to address needs.
- Maintains records of City long-term debt, ~~and grant requests ensuring that City payments are made in a timely manner and that sufficient funds are available for the payments.~~
- Performs other duties of a similar nature or level as required.

Knowledge, Skills, and Abilities ~~(position requirements at entry):~~

- Fund and cost accounting practices and procedures.
- The application of accounting principles to the financial statements with the ability to analyze financial information and other related documents.
- Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board Statements and Interpretations (GASB).
- Problem solving and analytical skills.
- Ability to organize and prioritize tasks as well as solve complex problems to maximize efficiency and meet deadlines with minimal supervision.
- Knowledge of payroll garnishments, and benefit distribution.
- Knowledge of personnel rules and regulation manual, classification and compensation plan as well as various applicable payroll regulations.
- Pertinent Federal, State, and Local laws, codes, and regulations relating to employment law principles and practices.
- Perform basic math calculations, including percentages, fractions and concepts of the City's budgeting system.
- Maintain confidentiality and exercise good judgement.
- Ethical conduct by being honest, forthright, and professional in all interactions.
- Skilled in documenting new processes and troubleshooting procedures.
- Exhibits good judgement, flexibility, creativity, and sensitivity in response to changing situations and needs.
- Ability to build rapport with others and develop and facilitate teamwork within different functional areas.
- Strong analytical and decision-making skills to address an issue and recommend a solution.
- Adaptable and flexible in the face of frequent changes, delays, unexpected events, and a dynamic work environment.
- Ability to work independently and as part of a team.
- Readiness to address unfamiliar issues and willingness to test out new techniques.
- Requires a great deal of independent decision-making. Errors in judgement could significantly affect the operations of one or more lines of business operations.
- Develop objectives and general polices and procedures for area of responsibility within

FINANCE SPECIALIST ACCOUNTANT

the general scope of established operational goals and plans.

- Establishes, maintains, and fosters positive and harmonious working relationships with individuals encountered during the course of works.
- Regularly tackles intricate problems with the outcomes subject to supervisor review.
- Handles sensitive and/or complex information.
- Communicate verbally and in writing.
- Interpret and apply policy and procedures.
- Analyze and explain the impacts of best practices of governmental accounting and work with staff within the department and at other departments to establish guidelines and implement policies, procedures and processes to assure compliance.
- Proficient in municipal accounting systems and procedures and personal computer business software applications including Microsoft Office products.
- Familiarity with City departments and functional responsibilities.
- Using a variety of office equipment and related applications.

Judgment and Decision Making:

- Develops objectives and general policies and procedures for area of responsibility within the general scope of established operational goals and plans.
- Required to solve complex problems where end results are reviewed by supervisor.
- Required to work through strategic issues then referred to and reviewed by supervisor.
- Requires a great deal of independent decision making. Errors in judgment could significantly affect the operations of one or more lines of business or operations.

RELATIONSHIPS

Leadership/Supervisory Responsibilities:

- May take a Lead Role over others in similar jobs and/or provide work leadership and direction for employees.
- Will assist with training of other staff members.

Relation to Others:

- Regular and substantial contact with others. Contacts usually involve discussions related to the interpretation of policies and/or programs.
- Will handle sensitive and/or complex information as supervisor allows.
- Assess and diffuses problem situations and requires influencing others to reach consensus.
- Explores alternative and creative solutions to meeting the needs of employees/customers.
- Communication is generally one-on-one but may require small group presentations.

SKILLS

FINANCE SPECIALIST ACCOUNTANT

Education and Experience:

- ~~Bachelor's Degree in Accounting~~ Bachelor's degree in accounting preferred or Associates Degree in related field. ~~or related field.~~
- Three to five years of general accounting and payroll experience.
- Or an equivalent combination of education and experience.

Special Requirements:

- Valid Driver's License
- North Dakota League of City's Auditors Certification within one year of employment.

WORKING CONDITIONS

Environment:

- Positions in this class typically require: sitting, standing, walking, talking, hearing, seeing and repetitive key stroke motions.
- Work is performed within routine office environment with minimal exposure to hazardous or unpleasant conditions. Physical demands are usually limited to sitting or standing in one location much of the time. Some stooping, lifting or objects of light weight may be required.
- Work related travel is minimal.

Classification and History:

Fox, Lawson and Associates Rating: B24

Position Designation: Senior Operator

Civil Service Commission approved new classification on 8-8-05

Updated and Civil Service Approved on 03/19/07

04/18/08 – Civil Service Annual Review – No Changes

Classification: Grade 1514

FLSA: Non-Exempt

Created and updated to new format: 4/12/17

Approved by CSC: 04/13/17

Updated By: Linda Carlson 1/10/19, HR Nameniuk 08/03/2021, [7/10/24 by DCA Carlson, HR Nameniuk](#)

FINANCE SPECIALIST

POSITION SUMMARY

The Finance Specialist performs professional level financial and accounting duties in support of the Citywide accounting functions such as accounts receivable, accounts payable, payroll, retirement, special assessments, reconciliations, fixed assets, construction-in-progress, debt, and grants.

RESPONSIBILITIES

Essential Duties:

- Monitors, coordinates and performs analytical review of financial activities in support of the Citywide accounting system.
- Provides staff support, direction and interpretation concerning how to accurately code and record financial data.
- Assists in the preparation of financial reports and annual budget. Closes year-end financial period.
- Assist in coordinating and maintaining the personnel and benefit forecasting and budgets.
- Record, classify, and maintain the city fixed asset records
- Ensure appropriate insurance coverage is carried on all city vehicles, equipment, and property. Assign insurance costs based on departmental asset ownership.
- Cross-train and provide backup for accounts payable, payroll, special assessments, and administration permitting.
- Prepare and post journal entries.
- Oversees external retirement plans with the plan providers and the City's actuary firm to ensure employer costs are properly allocated and accounted for.
- Obtain records from retirees. Calculate and manage monthly distribution of OPEB payments.
- Coordinate and compile the annual Longevity payment.
- Perform consistent internal audits of various financial processes and procedures of City departments.
- Provide grant administration and tracking of pass-through grants received for various outside organizations.
- Facilitate management of capital improvement projects to include assisting with funding, expense monitoring, financial records contributed capital, and capitalization of final project. Keep detailed financial records for the purpose of annual external audit.
- Perform monthly bank reconciliations.
- Process's and maintains capital leases.
- Conducts daily tasks and make decisions autonomously, without the need for immediate supervisor direction or review.
- Frequent interaction with others and builds relationships.
- Explores alternative and creative solutions to address needs.
- Maintains records of City long-term debt.
- Performs other duties of a similar nature or level as required.

Knowledge, Skills, and Abilities :

FINANCE SPECIALIST

- Fund and cost accounting practices and procedures.
- The application of accounting principles to the financial statements with the ability to analyze financial information and other related documents.
- Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board Statements and Interpretations (GASB).
- Problem solving and analytical skills.
- Ability to organize and prioritize tasks as well as solve complex problems to maximize efficiency and meet deadlines with minimal supervision.
- Knowledge of payroll garnishments, and benefit distribution.
- Knowledge of personnel rules and regulation manual, classification and compensation plan as well as various applicable payroll regulations.
- Pertinent Federal, State, and Local laws, codes, and regulations relating to employment law principles and practices.
- Perform basic math calculations, including percentages, fractions and concepts of the City's budgeting system.
- Maintain confidentiality and exercise good judgement.
- Ethical conduct by being honest, forthright, and professional in all interactions.
- Skilled in documenting new processes and troubleshooting procedures.
- Exhibits good judgement, flexibility, creativity, and sensitivity in response to changing situations and needs.
- Ability to build rapport with others and develop and facilitate teamwork within different functional areas.
- Strong analytical and decision-making skills to address an issue and recommend a solution.
- Adaptable and flexible in the face of frequent changes, delays, unexpected events, and a dynamic work environment.
- Ability to work independently and as part of a team.
- Readiness to address unfamiliar issues and willingness to test out new techniques.
- Requires a great deal of independent decision-making. Errors in judgement could significantly affect the operations of one or more lines of business operations.
- Develop objectives and general polices and procedures for area of responsibility within the general scope of established operational goals and plans.
- Establishes, maintains, and fosters positive and harmonious working relationships with individuals encountered during the course of works.
- Regularly tackles intricate problems with the outcomes subject to supervisor review.
- Handles sensitive and/or complex information.
- Communicate verbally and in writing.
- Interpret and apply policy and procedures.
-
-
- Familiarity with City departments and functional responsibilities.
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FINANCE SPECIALIST

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Education and Experience:

- Bachelor's degree in accounting preferred or Associates Degree in related field.
- Three to five years of general accounting and payroll experience.
- Or an equivalent combination of education and experience.

Special Requirements:

- Valid Driver's License
- North Dakota League of City's Auditors Certification within one year of employment.

Environment:

- Positions in this class typically require: sitting, standing, walking, talking, hearing, seeing and repetitive key stroke motions.
- Work is performed within routine office environment with minimal exposure to hazardous or unpleasant conditions. Physical demands are usually limited to sitting or standing in one location much of the time. Some stooping, lifting or objects of light weight may be required.
- Work related travel is minimal.

Classification and History:

Fox, Lawson and Associates Rating: B24

Position Designation: Senior Operator

Civil Service Commission approved new classification on 8-8-05

Updated and Civil Service Approved on 03/19/07

04/18/08 – Civil Service Annual Review – No Changes

Classification: Grade 15

FLSA: Non-Exempt

Created and updated to new format: 4/12/17

Approved by CSC: 04/13/17

Updated By: Linda Carlson 1/10/19, HR Nameniuk 08/03/2021, 7/10/24 by DCA Carlson, HR Nameniuk

PAYROLL & FINANCE SUPPORT SPECIALIST

POSITION SUMMARY

~~Incumbents are responsible for providing a variety of technical duties relating to the City's electronic time keeping system and payroll processing. Responsibilities include data entry, creating and analyzing payroll reports, meeting Federal, State and Local legal requirements, and answering payroll and/or time keeping inquiries from supervisors, city employees and the public. Payroll support works as part of Finance to ensure that employees get paid accurately and makes appropriate and accurate deductions when processing payroll. Incumbents are responsible for verifying, entering, and documenting all transactions related to changes and updates to employee payroll records. This position performs detailed accounting work related to payroll, general ledger, pension, and cash reporting.~~

~~This position also assists in the administration of the financial and business functions of the City of Dickinson by providing support and assistance to Finance.~~

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential Duties:

- Performs a variety of duties relating to the operation and maintenance of the payroll software module, personnel and payroll functions; reviews and processes wage, benefit, direct deposit and tax information; maintains time off accruals and balances.
- Generates, reviews, and reconciles payroll reports to ensure accuracy and completeness of payroll, earning statements, and deductions; identifies and resolves discrepancies; transmits direct deposit files; verifies payroll deposits and earning statements are posted each pay period.
- Processes off-cycle payroll checks as needed; prepares quarterly reports to the IRS and the State, reconciles and submits retirement files and other related documents and payments; ensures compliance with City policies, procedures and Federal and State regulations.
- Ensures the City meets legal requirements in regard to payroll taxes, garnishments, State Unemployment and Workers Compensation, the IRS and other regulatory bodies; inputs, retrieves, and analyzes a variety of fiscal and statistical data relating to payroll; compiles, reviews, and files quarterly and annual payroll tax and other required reports.
- Provides assistance and information to employees, supervisors, and members of the public regarding all aspects of the City's payroll process and time keeping practices.
- Contacts supervisors, ~~division~~ managers and/or department heads to facilitate proper and complete utilization of the current electronic time keeping program including maintenance of all time keeping correspondence and training of the system.
- Maintains the electronic time keeping system including activating and de-activating accounts; updating workgroup and/or employee preferences; transferring approval rights based on employment changes; researching discrepancies and making necessary updates to time entry errors.
- Generates and distributes W2's and corresponding reports within mandated timeframes; completes transfer of funds for payroll tax deposits and payroll deduction liabilities.

PAYROLL & FINANCE SUPPORT SPECIALIST

- Maintains a thorough knowledge of the City's Rules & Regulations, Civil Service Rules; and responds to a variety of internal and external inquiries.
- Maintain database of personnel information and accurate payroll records.
- Assists ~~the internal and external~~with external auditors with annual audits ~~of the City's payroll maintenance records.~~
- Conducts regularly scheduled internal audits of payroll records to ensure continued accuracy.
- Represents the City of Dickinson by responding to Establishes and maintains effective working relationships with the public, citizens, its employees, and others in a prompt, professional, and courteous manner while continuously maintaining a positive customer service demeanor.
- Participates in the coordination and administration of special projects or programs as assigned.
- Assist with budgeting and forecasting.
- Reviews, recommends improvements, and implements changes to the City's accounting and financial policies.
- Reviews grant proposals prior to submissions for Police, FBI, and others as assigned.
- Invoice grantors for reimbursement of grant expenditures for grants assigned.
- Prepare routine journal entries to maintain accuracy of general ledger.
- Cross train and provide backup in finance department with accounts payable.
- Performs other duties of a similar nature or level as required.

Knowledge, Skills, and Abilities (position requirements at entry):

- Strong pProblem solving, decision-making, and analytical skills to assess an issue and recommend a solution.
- Proficient in Microsoft Suite applications.
- Modern office procedures, methods and use of technological equipment including database management and use of software applications.
- Customer Service principles.
- Knowledge of personnel rules and regulation manual, classification and compensation plan, and various applicable payroll regulations.
- Pertinent Federal, State and local laws, codes and regulations relating to employment law principles and practices.
- Assembling and organizing data, records and information in an easily retrievable fashion of employee payroll, retirement/pension, and other accounting records.
- Perform basic math calculations, including percentages, fractions, and concepts of the City's budgeting system , calculating payroll and paid time off deductions.
- Compose appropriate recommendations and prepare clear and concise reports.
- Comply with strict deadlines and prioritize workload.
- Knowledge of Governmental Accounting Processes.
- Establish and maintain effective working relationships with those contacted in the course of work.

PAYROLL & FINANCE SUPPORT **SPECIALIST**

- ~~Oral and written communication sufficient to exchange or convey information and receive work direction.~~
- Ability to organize and prioritize tasks to maximize efficiency and to meet deadlines with minimal supervision.
- Knowledge of payroll garnishments and benefit distribution.
- Strong attention to detail and accuracy.
- Maintain confidentiality and exercise good judgement.
- Ethical conduct by being honest, forthright and professional in all interactions.
- Skilled in documenting new processes and troubleshooting procedures.
- Capable of understanding and following both oral and written instructions.
- Exhibits good judgment, flexibility, creativity, and sensitivity in response to changing situations and needs.
- Ability to build rapport with others and develop and facilitate teamwork within different functional areas.
- Adaptable and flexible in the face of frequent changes, delays, unexpected events, and a dynamic work environment.
- Ability to prioritize and handle multiple tasks simultaneously.
- Requires a great deal of independent decision-making. Errors in judgement could significantly affect the operations of one of more lines of business operations.
- Develop objectives and general policies and procedures for area of responsibility within the general scope of established operational goals and plans.

Judgment and Decision Making:

- ~~Develops objectives and general policies and procedures for area of responsibility within the general scope of established operational goals and plans.~~
- ~~Required to solve complex problems where end results are reviewed by supervisor.~~
- ~~Required to work through strategic issues then referred to and reviewed by supervisor.~~
- ~~Requires a great deal of independent decision making. Errors in judgment could significantly affect the operations of one or more lines of business or operations.~~

RELATIONSHIPS

Leadership/Supervisory Responsibilities:

- ~~No supervisory responsibility for full time, part time or temporary employees.~~
- ~~Will assist with training of other staff members.~~

Relation to Others:

- ~~Regular and substantial contact with others. Contacts usually involve discussions related to the interpretation of policies and/or programs.~~
- ~~Will handle sensitive and/or complex information as supervisor allows.~~

PAYROLL & FINANCE SUPPORT SPECIALIST

- ~~Assess and diffuses problem situations and requires influencing others to reach consensus.~~
- ~~Explores alternative and creative solutions to meeting the needs of employees/customers.~~
- ~~Communication is generally one-on-one but may require small group presentations.~~

SKILLSQUALIFICATIONS

Education and Experience:

- ~~Associates Degree~~ Associate's degree in business related field and/or specialized training or certification in payroll, and/or specialized training or certification.
- ~~Three+ to five~~ Three to five years of experience in increasingly responsible payroll, processing, employment records management, or accounting experience or an
- Equivalent combination of education and experience sufficient to successfully perform the essential duties of the job.

Special Requirements:

- Valid Driver's License

WORKING CONDITIONS

Environment:

- Positions in this class typically require: talking, hearing, seeing, sitting, standing, walking, and repetitive key stroke motions.
- Work is performed within routine office environment with minimal exposure to hazardous or unpleasant conditions. Physical demands are usually limited to sitting or standing in one location much of the time. Some stooping, lifting of ~~fr~~ objects of lightweight may be required.
- Work related travel is minimal.

Classification: Grade: ~~1413~~

FLSA: Non-Exempt

Created and updated to new format: 1/28/19

Commission Approved: 03/06/2019

Updated: By HR Nameniuk 08/03/2021; Title change from Payroll Technician to Payroll Specialist 6/8/23 by HR Nameniuk, DCA Carlson, 7/10/244/15/24 by DCA Carlson, HR Nameniuk-

PAYROLL & FINANCE SUPPORT

POSITION SUMMARY

Payroll support works as part of Finance to ensure that employees get paid accurately and makes appropriate and accurate deductions when processing payroll. Incumbents are responsible for verifying, entering, and documenting all transactions related to changes and updates to employee payroll records. This position performs detailed accounting work related to payroll, general ledger, pension, and cash reporting.

This position also assists in the administration of the financial and business functions of the City of Dickinson by providing support and assistance to Finance.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Performs a variety of duties relating to the operation and maintenance of the payroll software module, personnel and payroll functions; reviews and processes wage, benefit, direct deposit and tax information; maintains time off accruals and balances.
- Generates, reviews, and reconciles payroll reports to ensure accuracy and completeness of payroll, earning statements, and deductions; identifies and resolves discrepancies; transmits direct deposit files; verifies payroll deposits and earning statements are posted each pay period.
- Processes off-cycle payroll checks as needed; prepares quarterly reports to the IRS and the State, reconciles and submits retirement files and other related documents and payments; ensures compliance with City policies, procedures and Federal and State regulations.
- Ensures the City meets legal requirements in regard to payroll taxes, garnishments, State Unemployment and Workers Compensation, the IRS and other regulatory bodies; inputs, retrieves, and analyzes a variety of fiscal and statistical data relating to payroll; compiles, reviews, and files quarterly and annual payroll tax and other required reports.
- Provides assistance and information to employees, supervisors, and members of the public regarding all aspects of the City's payroll process and time keeping practices.
- Contacts supervisors, managers and/or department heads to facilitate proper and complete utilization of the current electronic time keeping program including maintenance of all time keeping correspondence and training of the system.
- Maintains the electronic time keeping system including activating and de-activating accounts; updating workgroup and/or employee preferences; transferring approval rights based on employment changes; researching discrepancies and making necessary updates to time entry errors.
- Generates and distributes W2's and corresponding reports within mandated timeframes; completes transfer of funds for payroll tax deposits and payroll deduction liabilities.
- Maintains a thorough knowledge of the City's Rules & Regulations, Civil Service Rules; and responds to a variety of internal and external inquiries.
- Maintain database of personnel information and accurate payroll records.
- Assists with external annual audits.

PAYROLL & FINANCE SUPPORT

- Conducts regularly scheduled internal audits of payroll records to ensure continued accuracy.
- Establishes and maintains effective working relationships with the public, citizens, its employees, and others in a prompt, professional, and courteous manner while continuously maintaining a positive customer service demeanor.
- Participates in the coordination and administration of special projects or programs as assigned.
- Assist with budgeting and forecasting.
- Reviews, recommends improvements, and implements changes to the City's accounting and financial policies.
- Reviews grant proposals prior to submissions for Police, FBI, and others as assigned.
- Invoice grantors for reimbursement of grant expenditures for grants assigned.
- Prepare routine journal entries to maintain accuracy of general ledger.
- Cross train and provide backup in finance department with accounts payable.
- Performs other duties of a similar nature or level as required.

Knowledge, Skills, and Abilities (position requirements at entry):

- Strong problem solving, decision-making, and analytical skills to assess an issue and recommend a solution.
- Proficient in Microsoft Suite applications.
- Knowledge of personnel rules and regulation manual, classification and compensation plan, and various applicable payroll regulations.
- Pertinent Federal, State and local laws, codes and regulations relating to employment law principles and practices.
- Perform basic math calculations, including percentages, fractions, and concepts of the City's budgeting system.
- Comply with strict deadlines and prioritize workload.
- Knowledge of Governmental Accounting Processes.
- Ability to organize and prioritize tasks to maximize efficiency and to meet deadlines with minimal supervision.
- Knowledge of payroll garnishments and benefit distribution.
- Strong attention to detail and accuracy.
- Maintain confidentiality and exercise good judgement.
- Ethical conduct by being honest, forthright and professional in all interactions.
- Skilled in documenting new processes and troubleshooting procedures.
- Capable of understanding and following both oral and written instructions.
- Exhibits good judgment, flexibility, creativity, and sensitivity in response to changing situations and needs.
- Ability to build rapport with others and develop and facilitate teamwork within different functional areas.
- Adaptable and flexible in the face of frequent changes, delays, unexpected events, and a dynamic work environment.
- Ability to prioritize and handle multiple tasks simultaneously.
- Requires a great deal of independent decision-making. Errors in judgement could

PAYROLL & FINANCE SUPPORT

significantly affect the operations of one of more lines of business operations.

- Develop objectives and general policies and procedures for area of responsibility within the general scope of established operational goals and plans.

QUALIFICATIONS

Education and Experience:

- Associate's degree in business related field and/or specialized training or certification in payroll.
- Three+ years of experience in payroll.
- Equivalent combination of education and experience sufficient to successfully perform the essential duties of the job.

Special Requirements:

- Valid Driver's License

WORKING CONDITIONS

- Positions in this class typically require: talking, hearing, seeing, sitting, standing, walking, and repetitive key stroke motions.
- Work is performed within routine office environment with minimal exposure to hazardous or unpleasant conditions. Physical demands are usually limited to sitting or standing in one location much of the time. Some stooping, lifting of objects may be required.
- Work related travel is minimal.

Classification: Grade: 14

FLSA: Non-Exempt

Created and updated to new format: 1/28/19

Commission Approved: 03/06/2019

Updated: By HR Nameniuk 08/03/2021; Title change from Payroll Technician to Payroll Specialist 6/8/23 by HR Nameniuk, DCA Carlson, 7/10/24 by DCA Carlson, HR Nameniuk

ACCOUNTING TECHNICIAN.

Finance Generalist

POSITION SUMMARY

The Finance Generalist will assist in many facets of finance including, but not limited to: Accounts Payable, Collections, Cash Receipting, Purchase Card Management, Expense Oversight, and some Budgeting and Forecasting. Performs duties of a specialized nature requiring both knowledge and experience in the accounting field.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential Duties:

- Tasks are multiple and diverse with some interrelationship across processes. Handles some unrelated functions. Work requires the direct application of a variety of procedures, policies, and/or precedents.
- Process daily accounts payable transactions, including, but not limited to, preparing and processing invoices and payments, and ensuring payments are timely and accurate.
- Submit payable checks to Positive Pay and resolve any discrepancies.
- Process and monitor budgeted Subsidy payments.
- Reconcile vendor statements.
- Research and resolve purchase orders, contracts, invoices, and payment discrepancies. Document and correct any and all discrepancies.
- May monitor budget activities but no responsibility for budget and expenditure authority. Monitors budgeted expenditures as part of internal control processes.
- Enters procurement card transactions from city divisions.
- Enters and records a variety of department transactions such as cash receipts, accounts receivable, and accounts payable.
- Prepares and maintains payroll and personnel records to include: preparing and submitting semi-monthly, monthly, quarterly and annual payroll reports.
- Provides assistance and information to employees, supervisors and members of the public regarding all aspects of the City's payroll process and timekeeping practices.
- Identify opportunities to improve efficiency and effectiveness of current processes.
- Assists in preparation of a variety of administrative & financial reports. Preparation of a variety of administrative and financial reports.
- Process annual 1099 forms.
- File quarterly ND Sales Tax for various city departments.
- Assist with digital file archiving of finance documents.
- Maintain, monitor, and balance control and clearing accounts related to Accounts Payables and Accounts Receivables with the General Ledger.
- Prepares and balances daily cash receipts and weekly bank deposits and process non-sufficient fund checks.
- Manage the city charge account authorizations.

ACCOUNTING TECHNICIAN.

Finance Generalist

- ~~Assists in the collection of data & preparation of routine & specialized reports & surveys.~~
- Collection of outstanding Accounts Receivables.
- ~~Assists with the annual external audit, year-end audits.~~
- Assists with the maintenance of Manages the purchasing card program including, but not limited to, . Monitors need for data input, or approval and completion of employee transactions, Balances-balances statements, writes checks, and reviews and ensures travel guidelines are met.
- ~~Coordinates and maintains the electronic process of payroll through a time and attendance software program.~~
- Prepare and process annual Accounts Receivable write-offs.
- Process Bankruptcy paperwork with Utility Billing, City Attorney, and Deputy City Administrator.
- Prepare journal entries for posting.
- Custodian of finance petty cash.
- Cross train and provide backup to Accounts Receivables.
- Performs other duties of a similar nature or level as required.

Knowledge, Skills, and Abilities: (position requirements at entry)

- ~~Continually strives to improve the proficiency of their job performance and provide a safe work environment;~~
- Executes work with precision, speed, and the ability to work under general supervision.
- Capable of understanding and following both oral and written instruction.
- ~~Basic accounting and budgeting concepts;~~
- Financial reporting and Knowledge of basic accounting and bookkeeping procedures.;
- Skilled in documenting new processes and troubleshooting procedures.
- Proficient in English usage, spelling, vocabulary, grammar, and punctuation.
- Familiarity with City departments, and functional responsibilities;
- Knowledge of Microsoft Suite applications, Computer spreadsheet applications;
- ~~State and Federal regulations regarding employee benefits, and employment reporting. Legal requirements in regards to payroll taxes, garnishments, W2's and 1099's;~~
- ~~Using computers and related software applications;~~
- ~~Preparing clear and concise written reports and memos;~~
- ~~Using spreadsheets applications to perform basic financial data analyses;~~

City of Dickinson

2

- ~~Compiling, verifying and analyzing financial records and reports;~~
- ~~Maintaining files and records, manually and/or through electronic scanning;~~
- ~~Performing basic mathematical and accounting calculations;~~
- ~~Use of standard office equipment and related applications;~~
- Familiarity of electronic timekeeping systems.

ACCOUNTING TECHNICIAN.

Finance Generalist

- Establishes, maintains and fosters positive and harmonious working relationships with individuals encountered during the course of work.
- Excellent interpersonal skills.
- Ability to prioritize and handle multiple tasks simultaneously.
- Ability to work independently and as part of a team.
- Knowledge of fund and cost accounting.
- Comply with strict deadlines and prioritize workload.
- Ability to solve complex problems where end results are reviewed by supervisor.
- Requires a great deal of independent decision-making. Errors in judgement could significantly affect the operations of one or more lines of business operations.
- Develop objectives and general policies and procedures for area of responsibility within the general scope of established operational goals and plans.

Judgment/Decision Making:

- ~~Performs duties within the scope of general City policies, procedures and objectives. Analyzes problems and performs needs assessments.~~
- ~~Uses judgment in adapting broad guidelines to achieve desired results. Regular exercise of independent judgment within accepted practices. Makes recommendations that affect policies, procedures and practices. Judgment requires accuracy. Refers exceptions to policy and procedure to supervisor.~~

RELATIONSHIPS

Leadership/Supervisory Responsibilities:

- ~~No supervisory responsibility.~~

Relation to Others:

- ~~Regular and substantial contact with others involving discussions related to the interpretation of policies and/or programs.~~
- ~~May handle sensitive and/or complex information as supervisor allows. Assess and diffuse problem situations, help others reach consensus. Explores alternative and creative solutions to meet needs of customers.~~

SKILLSQUALIFICATIONS

Education and Experience (position requirements at entry):

- High School Diploma or GED
- Two + years of general accounting experience.
- ~~Associate Degree in Accounting or related field and three years of general bookkeeping experience or an Or an~~ equivalent combination of education and experience sufficient to successfully perform the essential duties of the job.

~~ACCOUNTING TECHNICIAN.~~

Finance Generalist

Special Requirements:

- Valid Driver's License

Environment WORKING CONDITIONS

Environment:

- Positions in this class typically require: sitting, standing, stooping, kneeling, reaching, standing, walking, fingering, grasping, talking, hearing, seeing and repetitive motions.
- Work is performed within routine office environment with minimal exposure to hazardous or unpleasant conditions. Physical demands are usually limited to sitting or standing in one location much of the time. Some stooping, lifting of objects of light weight may be required.
- Work related travel is minimal.

Classification: Grade ~~132~~

FLSA: Non-Exempt

Updated to new format: 04/10/17

Approved by CSC: 04/13/17

Updated: ~~by HR Nameniuk 08/03/2021, 4/15/247-10-24~~ by Linda Carlson, HR Nameniuk

FINANCE GENERALIST

POSITION SUMMARY

The Finance Generalist will assist in many facets of finance including, but not limited to: Accounts Payable, Collections, Cash Receipting, Purchase Card Management, Expense Oversight, and some Budgeting and Forecasting.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Process daily accounts payable transactions, including, but not limited to, preparing and processing invoices and payments, and ensuring payments are timely and accurate.
- Submit payable checks to Positive Pay and resolve any discrepancies.
- Process and monitor budgeted Subsidy payments.
- Reconcile vendor statements.
- Research and resolve purchase orders, contracts, invoices, and payment discrepancies. Document and correct any and all discrepancies.
- Monitors budgeted expenditures as part of internal control processes.
- Identify opportunities to improve efficiency and effectiveness of current processes.
- Preparation of a variety of administrative and financial reports.
- Process annual 1099 forms.
- File quarterly ND Sales Tax for various city departments.
- Assist with digital file archiving of finance documents.
- Maintain, monitor, and balance control and clearing accounts related to Accounts Payables and Accounts Receivables with the General Ledger.
- Prepare weekly bank deposits and process non-sufficient fund checks.
- Manage the city charge account authorizations.
- Collection of outstanding Accounts Receivables.
- Assists with the annual external audit.
- Manages the purchasing card program including, but not limited to, data input, approval and completion of employee transactions, balances statements, and reviews and ensures travel guidelines are met.
- Prepare and process annual Accounts Receivable write-offs.
- Process Bankruptcy paperwork with Utility Billing, City Attorney, and Deputy City Administrator.
- Prepare journal entries for posting.
- Custodian of finance petty cash.
- Cross train and provide backup to Accounts Receivables.
- Performs other duties of a similar nature or level as required.

Knowledge, Skills, and Abilities: (position requirements at entry)

- Executes work with precision, speed, and the ability to work under general supervision.
- Capable of understanding and following both oral and written instruction.
- Knowledge of basic accounting and bookkeeping procedures.
- Skilled in documenting new processes and troubleshooting procedures.

FINANCE GENERALIST

- Proficient in English usage, spelling, vocabulary, grammar, and punctuation.
- Familiarity with City departments.
- Knowledge of Microsoft Suite applications.
- Establishes, maintains and fosters positive and harmonious working relationships with individuals encountered during the course of work.
- Excellent interpersonal skills.
- Ability to prioritize and handle multiple tasks simultaneously.
- Ability to work independently and as part of a team.
- Knowledge of fund and cost accounting.
- Comply with strict deadlines and prioritize workload.
- Ability to solve complex problems where end results are reviewed by supervisor.
- Requires a great deal of independent decision-making. Errors in judgement could significantly affect the operations of one or more lines of business operations.
- Develop objectives and general policies and procedures for area of responsibility within the general scope of established operational goals and plans.

QUALIFICATIONS

Education and Experience (position requirements at entry):

- High School Diploma or GED
 - Two + years of general accounting experience.
- Or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job.

Special Requirements:

- Valid Driver's License

Environment

- Positions in this class typically require: sitting, standing, stooping, kneeling, reaching, standing, walking, fingering, grasping, talking, hearing, seeing and repetitive motions.
- Work is performed within routine office environment with minimal exposure to hazardous or unpleasant conditions. Physical demands are usually limited to sitting or standing in one location much of the time. Some stooping, lifting of objects of light weight may be required.
- Work related travel is minimal.

Classification: Grade 13

FLSA: Non-Exempt

Updated to new format:

Approved by CSC:

Updated: 7-10-24 by Linda Carlson, HR Nameniuk

ACCOUNTING FINANCE TECHNICIAN

POSITION SUMMARY

This position is responsible for performing accounting and clerical work of a specialized nature within the finance department. The Finance Technician performs a variety of routine customer service, administrative, accounting, and clerical work in support of the finance, accounting, and utility billing functions of the City of Dickinson. Performs duties of a specialized nature requiring both knowledge and experience in the accounting field.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential Duties:

- ~~Tasks are multiple and diverse with some interrelationship across processes. Handles some unrelated functions. Work requires the direct application of a variety of procedures, policies, and/or precedents.~~
- ~~May monitor budget activities but no responsibility for budget and expenditure authority.~~
- ~~Enters procurement card transactions from city divisions.~~
- ~~Enters and records a variety of department transactions such as cash receipts, accounts receivable, and accounts payable.~~
- ~~Prepares and maintains payroll and personnel records to include: preparing and submitting semi-monthly, monthly, quarterly and annual payroll reports.~~
- ~~Provides assistance and information to employees, supervisors and members of the public regarding all aspects of the City's payroll process and timekeeping practices.~~
- ~~Assists in preparation of a variety of administrative & financial reports.~~
- ~~Prepares and balances~~Review and post daily department revenues in cash receipting software.s and bank deposits.
- ~~Assists in the collection of data~~ and ~~&~~ preparation of routine and ~~&~~ specialized reports and ~~&~~ surveys.
- ~~Assists with annual external yearend audits.~~
- ~~Assists with the maintenance of the purchasing card program. Monitors need for data input or approval and completion of employee transactions. Balances statements, writes checks, reviews and ensures travel guidelines are met.~~
- ~~Coordinates and maintains the electronic process of payroll through a time and attendance software program.~~
- Provide support to Utility Billing functions, including mailings for delinquent accounts, shut-off processes, payments, and customer service.
- Generates invoices and balance receivables other than utilities to include posting batches generated by other departments.
- Perform a variety of office and clerical support functions including composing correspondence and records management.
- Assist in maintenance of records and files; sort and file correspondence, checks, vouchers, and other materials.
- Generate and distribute Accounts Receivable statements monthly.

ACCOUNTING FINANCE TECHNICIAN

- Perform digital file archiving of finance documents per North Dakota retention guidelines.
- Performs other duties of a similar nature or level as required.

Knowledge, Skills, and Abilities: ~~(position requirements at entry)~~

- ~~Continually strives to improve the proficiency of their job performance and provide a safe work environment;~~
- Knowledge of bBasic accounting and budgeting concepts.;
- Financial reporting and Knowledge of bookkeeping procedures.;
- ~~Familiarity with City departments and functional responsibilities;~~
- Knowledge of Microsoft Suite applications. Computer spreadsheet applications;
- ~~State and Federal regulations regarding employee benefits, and employment reporting. Legal requirements in regards to payroll taxes, garnishments, W2's and 1099's;~~
- ~~Using computers and related software applications;~~
- ~~Preparing clear and concise written reports and memos;~~
- ~~Using spreadsheets applications to perform basic financial data analyses;~~

City of Dickinson

2

- ~~Compiling, verifying and analyzing financial records and reports;~~
- ~~Maintaining files and records, manually and/or through electronic scanning;~~
- ~~Performing basic mathematical and accounting calculations;~~
- ~~Use of standard office equipment and related applications;~~
- ~~Familiarity of electronic timekeeping systems.~~
- Proficient in English usage, spelling, vocabulary, grammar and punctuation.
- Skilled in documenting new processes and troubleshooting procedures.
- Executes work with precision and ability to work under general supervision.
- Capable of understanding and following both oral and written instruction.
- Establishes, maintains, and fosters positive and harmonious working relationships with individuals encountered during the course of work.
- Excellent interpersonal skills.
- Ability to prioritize and handle multiple tasks simultaneously.
- Ability to work independently and as part of a team.
- Comply with strict deadlines and prioritize workload.

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- ~~Performs duties within the scope of general City policies, procedures and objectives. Analyzes problems and performs needs assessments.~~
- ~~Uses judgment in adapting broad guidelines to achieve desired results. Regular exercise of independent judgment within accepted practices. Makes recommendations that affect policies, procedures and practices. Judgment requires accuracy. Refers exceptions to policy and procedure to supervisor.~~

RELATIONSHIPS

~~ACCOUNTING~~ FINANCE ~~TECHNICIAN~~

~~Leadership/Supervisory Responsibilities:~~

- ~~• No supervisory responsibility.~~

~~Relation to Others:~~

- ~~• Regular and substantial contact with others involving discussions related to the interpretation of policies and/or programs.~~
- ~~• May handle sensitive and/or complex information as supervisor allows. Assess and diffuse problem situations, help others reach consensus. Explores alternative and creative solutions to meet needs of customers.~~

SKILLSQUALIFICATIONS

~~Education and Experience (position requirements at entry):~~

- ~~• High School Diploma or GED.~~
- ~~• One year of general bookkeeping experience.~~
- ~~• Or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job.~~
- ~~• Associate Degree in Accounting or related field and three years of general bookkeeping experience or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job.~~

~~Special Requirements:~~

- ~~• Valid Driver's License~~

WORKING CONDITIONS

Environment:

- ~~• Positions in this class typically require: sitting, stooping, kneeling, reaching, standing, walking, fingering, grasping, talking, hearing, seeing and repetitive motions.~~
- ~~• Work is performed within routine office environment with minimal exposure to hazardous or unpleasant conditions. Physical demands are usually limited to sitting or standing in one location much of the time. Some stooping, lifting of objects of light weight may be required.~~
- ~~• Work related travel is minimal.~~

Classification: Grade 12

FLSA: Non-Exempt

Updated to new format: 04/10/17

Approved by CSC: 04/13/17

Updated: by HR Nameniuk 08/03/2021, [4/15/10/24 by Linda Carlson, HR Nameniuk](#)

FINANCE TECHNICIAN

POSITION SUMMARY

This position is responsible for performing accounting and clerical work of a specialized nature within the finance department. The Finance Technician performs a variety of routine customer service, administrative, accounting, and clerical work in support of the finance, accounting, and utility billing functions of the City of Dickinson.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assists in preparation of a variety of administrative & financial reports.
- Review and post daily department revenues in cash receipting software.
- Assists in the collection of data and preparation of routine and specialized reports and surveys.
- Assists with annual external audits.
- Provide support to Utility Billing functions, including mailings for delinquent accounts, shut-off processes, payments, and customer service.
- Generates invoices and balance receivables other than utilities to include posting batches generated by other departments.
- Perform a variety of office and clerical support functions including composing correspondence and records management.
- Assist in maintenance of records and files; sort and file correspondence, checks, vouchers, and other materials.
- Generate and distribute Accounts Receivable statements monthly.
- Perform digital file archiving of finance documents per North Dakota retention guidelines.
- Performs other duties of a similar nature or level as required.

Knowledge, Skills, and Abilities:

- Knowledge of basic accounting concepts.
- Knowledge of bookkeeping procedures.
- Knowledge of Microsoft Suite applications.
- Proficient in English usage, spelling, vocabulary, grammar and punctuation.
- Skilled in documenting new processes and troubleshooting procedures.
- Executes work with precision and ability to work under general supervision.
- Capable of understanding and following both oral and written instruction.
- Establishes, maintains, and fosters positive and harmonious working relationships with individuals encountered during the course of work.
- Excellent interpersonal skills.
- Ability to prioritize and handle multiple tasks simultaneously.
- Ability to work independently and as part of a team.
- Comply with strict deadlines and prioritize workload.

QUALIFICATIONS

FINANCE TECHNICIAN

Education and Experience:

- High School Diploma or GED.
- One year of general bookkeeping experience.
- Or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job.

Special Requirements:

- Valid Driver's License

WORKING CONDITIONS

- Positions in this class typically require: sitting, stooping, kneeling, reaching, standing, walking, fingering, grasping, talking, hearing, seeing and repetitive motions.
- Work is performed within routine office environment with minimal exposure to hazardous or unpleasant conditions. Physical demands are usually limited to sitting or standing in one location much of the time. Some stooping, lifting of objects of light weight may be required.
- Work related travel is minimal.

Classification: Grade 12

FLSA: Non-Exempt

Updated to new format: 04/10/17

Approved by CSC: 04/13/17

Updated: by HR Nameniuk 08/03/2021, 7/10/24 by Linda Carlson, HR Nameniuk

Req #	Hiring Journal -May/June/July										Updated on 7/9/2024
	Position	Date opened:	Date closed:	# of days position is/was open:	total applicants:	# of disqualified apps:	# withdrawn apps:	# of interviews:	# of declined offers:	Hired:	Section 3. Item D.
333	Police Officer (8 Openings)	12/12/2023	1/18/2024	37	14	2	1	4	0	Hired Brian Steger	
352	Police Officer (7 Openings)	2/2/2024	2/14/2024	12	8	2		6		Hired Justin Berger (Transfer from Street)	
371	Police Officer (5 Openings)	3/18/2024	4/8/2024	21	15	2	8	3		Hired Austin Dennis	
382	Police Officer (3 Openings)	5/6/2024	5/21/2024	15	5				0	1 in background & 1 in 2nd interview	
390	Police Officer	7/2/2024	7/26/2024	24							
334	Lateral Police Officer	12/12/2023	3/6/2024	85	10	1	0	3	0	Hired Robert Kleinholz	
383	Lateral Police Officer (3 Openings)	5/6/2024	Until Filled		6	5		1			
378	Animal Control Officer	4/23/2024	5/3/2024	10	10	0		10		Hired Michael Evenson (6/10) & Mallory Bullock (6/24)	
380	Animal Shelter Volunteer	4/23/2024	5/8/2024	15	9	1	2	6	0	Hired Taryn Thorstad, Becky Brown & Dana Weston	
358	Street Maintenance Operator (4 openings)	3/15/2024	4/30/2024	46	13	1	2	10	0	Hired Jessica Grove & Kassi Lara (5/13), Derek Dvorak, Zander Haven & Raymond Kilwein (rehire-seasonal)	
379	Solid Waste Operator	5/1/2024	5/15/2024	14						Hired Zachary Keller (6/10)	
387	Solid Waste Operator (3 Openings)	6/12/2024	6/26/2024	14	11				0	2 in background & Hired Jordan Struck (PT to FT)	
389	Scale Service Representative	7/2/2024	7/16/2024	14							
376	Planner	4/4/2024	5/30/2024	56	16	4	1	3		No offer made	
385	Planner	5/30/2024	6/24/2024	25	9	5	0	4		Offered	
384	Engineering Technician	5/21/2024	5/31/2024	4	3	1	2	1	0	Hired Lauren Schmidt (6/10)	
386	Engineering Technician	6/4/2024	6/17/2024	13	6	1	3	2	0	Hired Melissa Wilson (7/8)	
347	Museum Center Volunteer - GENERAL	1/29/2024	Until Filled		2					Hired Evan Wandler (7/9)	
346	Museum Center Volunteer - HISTORY	1/29/2024	Until Filled		2		1	1		Hired William Lundstrom (7/8)	
360	Museum Center Volunteer - Paleo Collections	3/20/2024	Until Filled		4	1		2		Hired Kathleen Parks	
353	Museum Center Volunteer - Fieldwork	3/20/2024	Until Filled		21					Hired 18	
361	Seasonal Buildings & Grounds (12 Openings)	2/22/2024	3/26/2024	33	23	0	8	7	1	Rehired - Bradyn Enderud, Britton Cranston, Jack Goodall, Caleb Hansen, Mathew Rivinius, Aidon Rodakowski New Hires - Aidan Cline, James Dusharm, Cale Gundlach, Caden Meier, Kendra Kaufman - All positions filled	
369	Seasonal Forestry Laborer (3 Openings)	3/13/2024	4/12/2024	30	17	3	10	4	0	Rehired Leon Larson & Lynn Schulz New Hire- Riley Cline	
373	Seasonal Museum Worker (2 Openings)	3/28/2024	4/18/2024	21	21	19	0	2	0	Rehired Lauren Ehlis & Matthew Pretzer	
381	Deputy Clerk of Court II (INTERNAL ONLY)	5/3/2024	5/10/2024	7	1	0	0	1		Promoted Holly Turner	

July 11, 2024

RE: Partnership Agreement with (NDSWRA)

This is a partnership agreement between City of Dickinson and the North Dakota Solid Waste and Recycling Association (NDSWRA) as part of the EPA Community Change Grant Program requirements. The EPA Community Change Grant Program is being applied for to assist with the funding of the Baler Building Expansion project that is currently in the design stages. If rewarded, this grant could potentially fund the complete project however a partnership is required with a non-profit organization to assist throughout the project. NDSWRA will facilitate community engagement meetings and provide educational information and materials throughout the duration of the grant period. Compensation for their services is \$20,500 as outlined in the attached agreement.

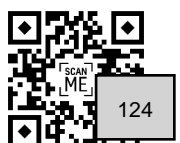
In the case that the City of Dickinson is unsuccessful in receiving the grant funds, this agreement is null and void.

The agreement has been reviewed by City staff and Attorney Wenko. It is staff recommendation to approve the agreement with NDSWRA.

Thank you,



Aaron L. Praus
Public Works Director



PARTNERSHIP AGREEMENT

THIS Partnership Agreement ("Agreement") is entered into effective _____ 2024, by and between the **City of Dickinson**, a North Dakota municipal corporation ("City"), and **North Dakota Solid Waste and Recycling Association**, a non-profit corporation of North Dakota ("NDSWRA"), collectively the "Parties" and individually a "Party."

RECITALS

WHEREAS, the City has undertaken the expansion and renovation of its Baler Building facilities; and

WHEREAS, the City seeks various types of funding opportunities including available grants to defray the cost of said expansion and renovation, and

WHEREAS, the City has applied for the Community Change Grant, which requires the involvement of a non-profit corporation to meet statutory requirements, and

WHEREAS, the City is responsible for compliance and legal issues, and managing risks associated with the project. If NDSWRA is unable to fulfill their obligations as defined, a replacement will be sought that is comparable in expertise, experience, and qualifications of NDSWRA to complete any further responsibilities. Once a qualified replacement is found, a new Partnership Agreement will be drafted and executed with approval by an authorized EPA official.

WHEREAS, NDSWRA desires to partner with the City as the non-profit corporation pursuant to the Community Change Grant.

WHEREAS, NDSWRA has focused its mission on providing up-to-date information on the latest innovations and technology in solid waste management and recycling in North Dakota. The organization’s mission is to educate, train, and promote environmentally sound waste management practices. The NDSWRA board comprises experts in the solid waste and recycling industry.

WHEREAS, the Agreement shall be effective upon the award of the Community Change Grant.

THEREFORE, IN CONSIDERATION of the following covenants, the Parties agree as follows:

1. The City of Dickinson will be the Lead Applicant.
2. The City of Dickinson is responsible for grant management, performance, and making sub-awards to the statutory applicant.
3. The City of Dickinson will receive funds from the EPA and bear any responsibility and liability associated with said funds.
4. The statutory partner, the North Dakota Solid Waste and Recycling Association (NDSWRA), and the City of Dickinson will enter a sub-award that complies with the sub-award requirements outlined in the EPA’s grant.

- 5. The Statutory Partner is the North Dakota Solid Waste and Recycling Association (NDSWRA) – a 501c3 founded in 1996. The NDSWRA is a non-profit organization that aims to educate, train, and promote responsible waste management practices.
- 6. NDSWRA’s registered agent in the State of North Dakota is Dwyer Law Office, PLLC, 1605 E Capital Ave, PO Box 2599, Bismarck, ND 58503.
- 7. As the Statutory Partner for this project, NDSWRA will:
 - a. Facilitate community engagement meetings with at least one representative from the organization present.
 - b. Assist with educational information and materials throughout the grant period.
- 8. The compensation for the services listed is \$20,500 for the entirety of the grant and is outlined below.

Expense	Calculation	Total
NDSWRA Member Time	50 hours @ \$50 per hour	\$2,500
Community Engagement	Food, Incentives, and Travel for 8 meetings	\$8,000
Educational Materials	Flyers and Communication	\$10,000
Total		\$20,500

Dated this _____ day of _____, 2024.

Dated this _____ day of _____, 2024.

CITY OF DICKINSON

NDSWRA

By: _____

By: _____

Scott Decker, President

Paula Gores, President

Board of City Commission

ATTEST

ATTEST

By: _____

By: _____

Dustin Dassinger

Linda Fisher

City Administrator

Executive Director

Partnership Agreement with NDSWRA for Baler Bldg. Expansion Grant

Presented by: Public Works Director Praus

Consideration to Approve





Works

2024 2nd QUARTER REPORT

OUR SERVICES



Sewer & Stormwater



Street Maintenance



Fleet Maintenance



Buildings & Grounds



Drinking Water



**Wastewater
Treatment/Reuse
Water**



Regional Landfill



**Garbage/Recycling
Collection**



Forestry



DICKINSONWORKS April-May-June

75,028

NOTIFICATIONS
SENT

15,401

SCHEDULE
VIEWS

15,644

TOTAL
REMINDERS
CREATED

1,334

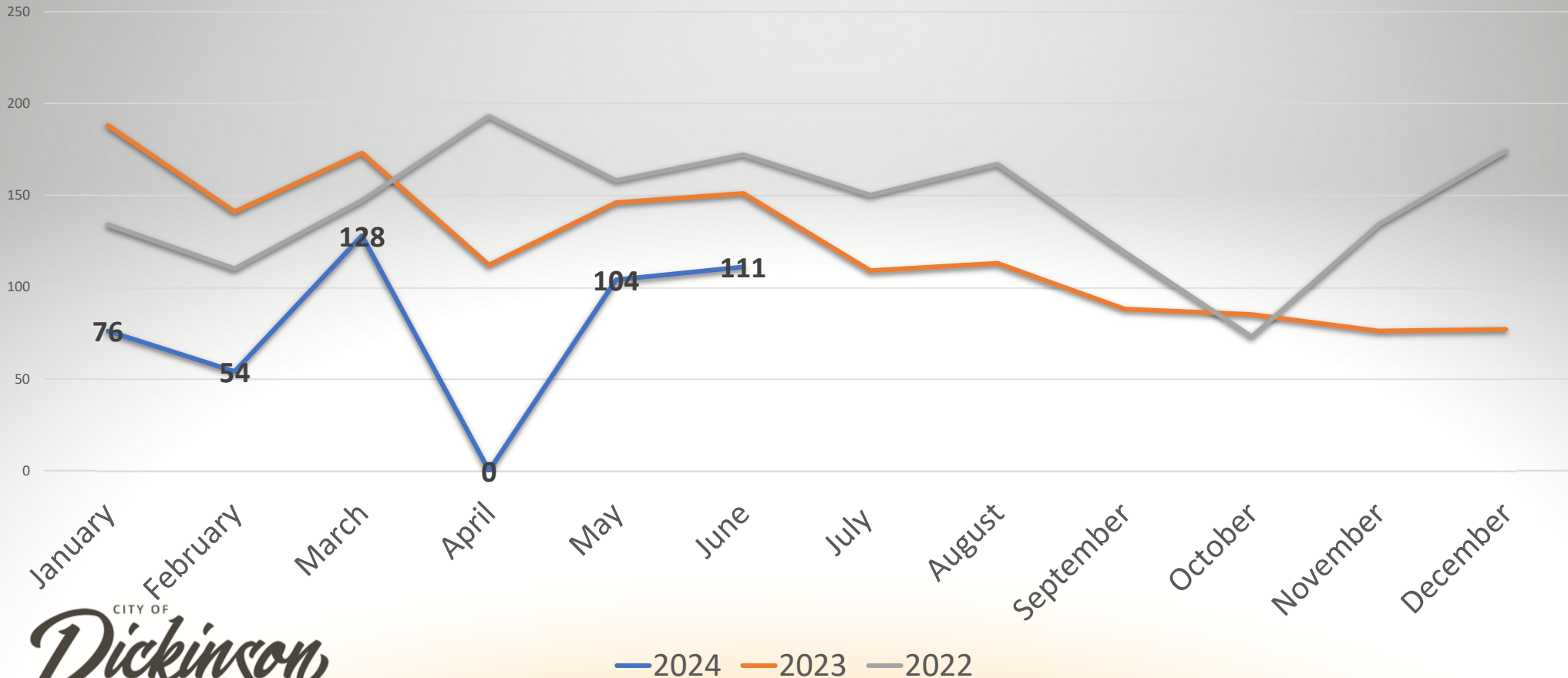
MATERIALS
SEARCHED

142

NEW REMINDERS
CREATED

Overview – Work Requests

SERVICE REQUESTS BY MONTH



— 2024 — 2023 — 2022

Forestry – April-May-June

Beautification committee
Volunteers planted flowers in
black planters to be placed
through out the City



Downtown
beautification
flower baskets;
20 Lg ball &
burlap trees were
planted
throughout the
city



Arbor Day was celebrated June 5th with
PW Campers planting a small spruce tree at
Public Works.



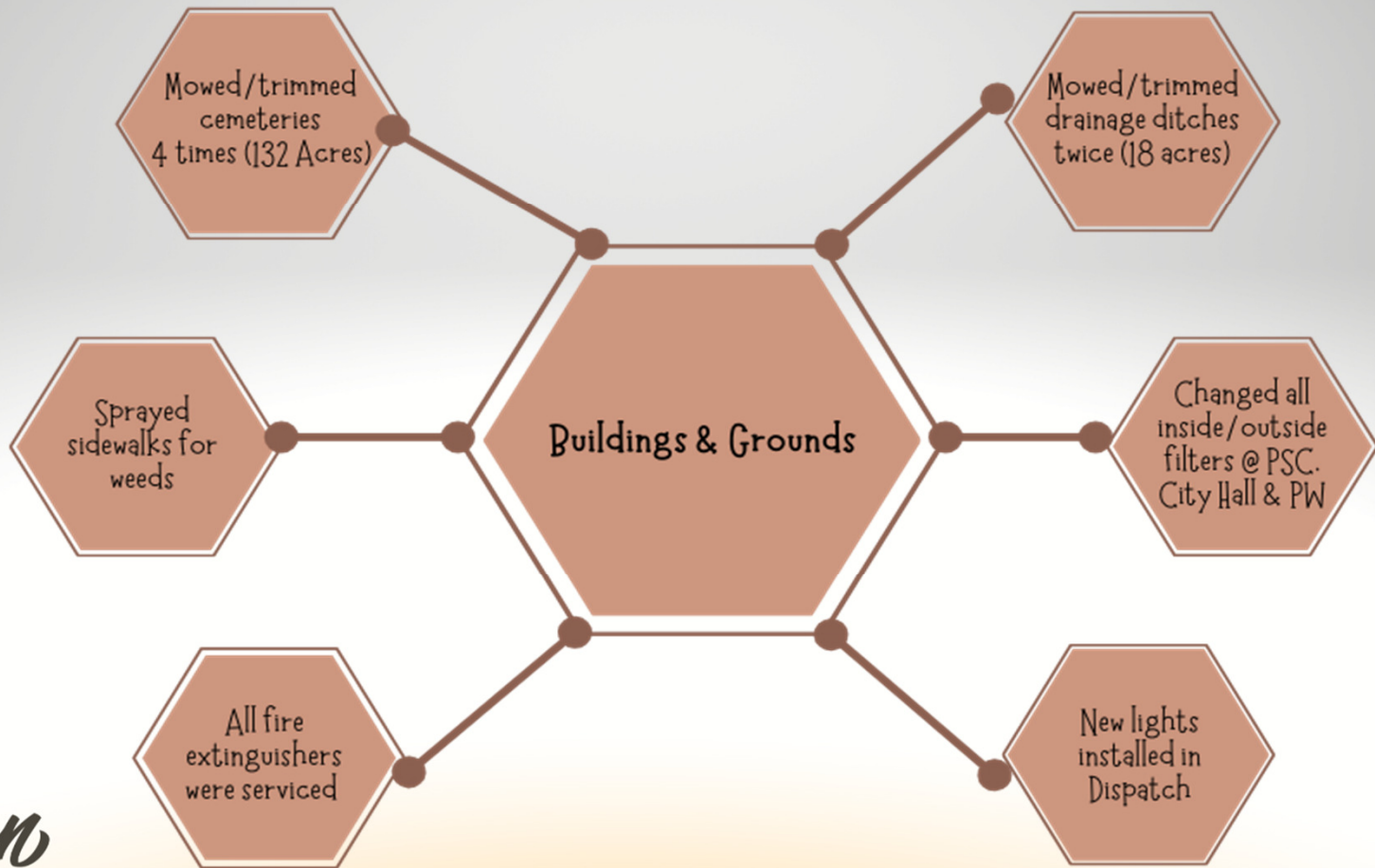
Water Reclamation Windbreak-
estimated 850 bare root trees



Axe throw at Family Fun Day



Buildings and Grounds



Buildings and Grounds

The screenshot shows the City of Dickinson website interface. At the top left is the logo for the City of Dickinson, North Dakota. To the right of the logo are navigation links: Government, Community, Services, and How Do I?. Below these are eight circular icons representing various services: Agendas & Minutes, Forms & Applications, GIS Maps, Job Openings, Municipal Code, Notify Me, Online Payments, and Report a Concern. Below the icons is a large green banner with three featured articles: 'Cemetery Reimbursement Form', 'Anagenesis and the Tyrant Pedigree', and 'Mexican Maastrichtian Horned Dinosaur'. On the right side of the banner are social media icons for Facebook, Instagram, LinkedIn, and YouTube. An orange arrow points to the 'Cemetery Reimbursement Form' article.

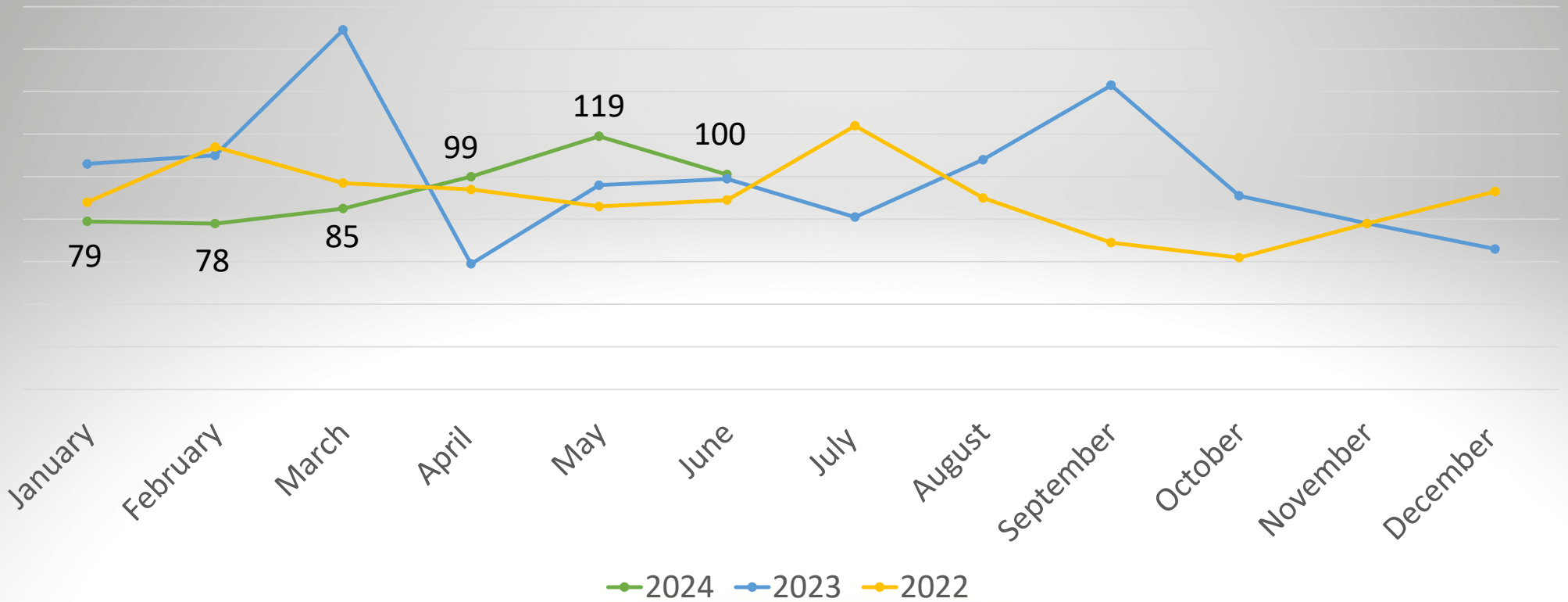


If you have any questions, please contact Public Works at: 701.456.7979

Or email us at: Cemetery@dickinsongov.com

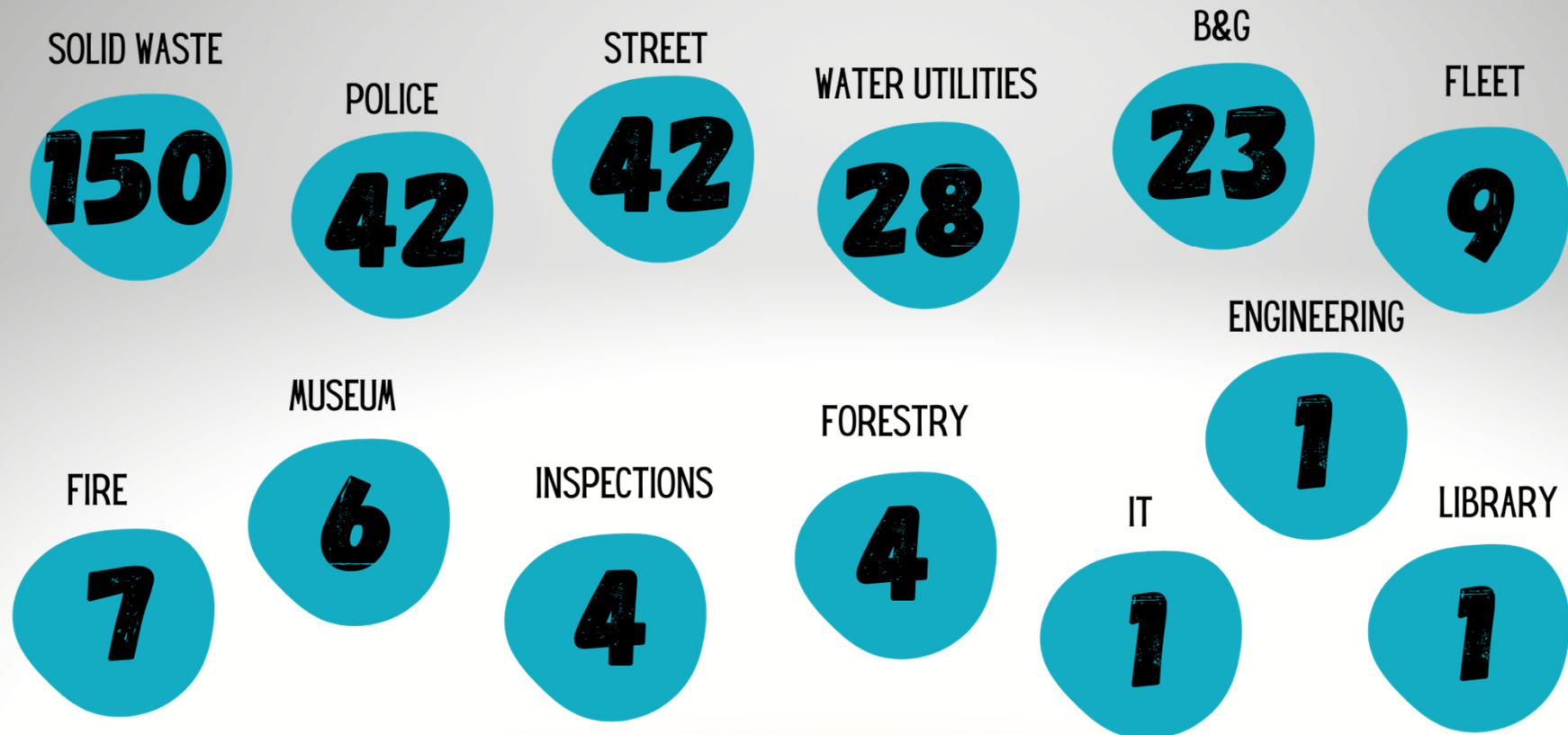
Claims must be received by: May 31, 2025.

Fleet Work Orders



2nd Quarter total: 318

Overview – Fleet Work Orders



Solid Waste

Fencing project at landfill. Appx. 1010' of 10' chain link will be added to previous fencing to help with site security & litter containment.



Work has slowed on construction of Cell 3B-5 due to steady rainfalls. However, the project is still on schedule for completion.



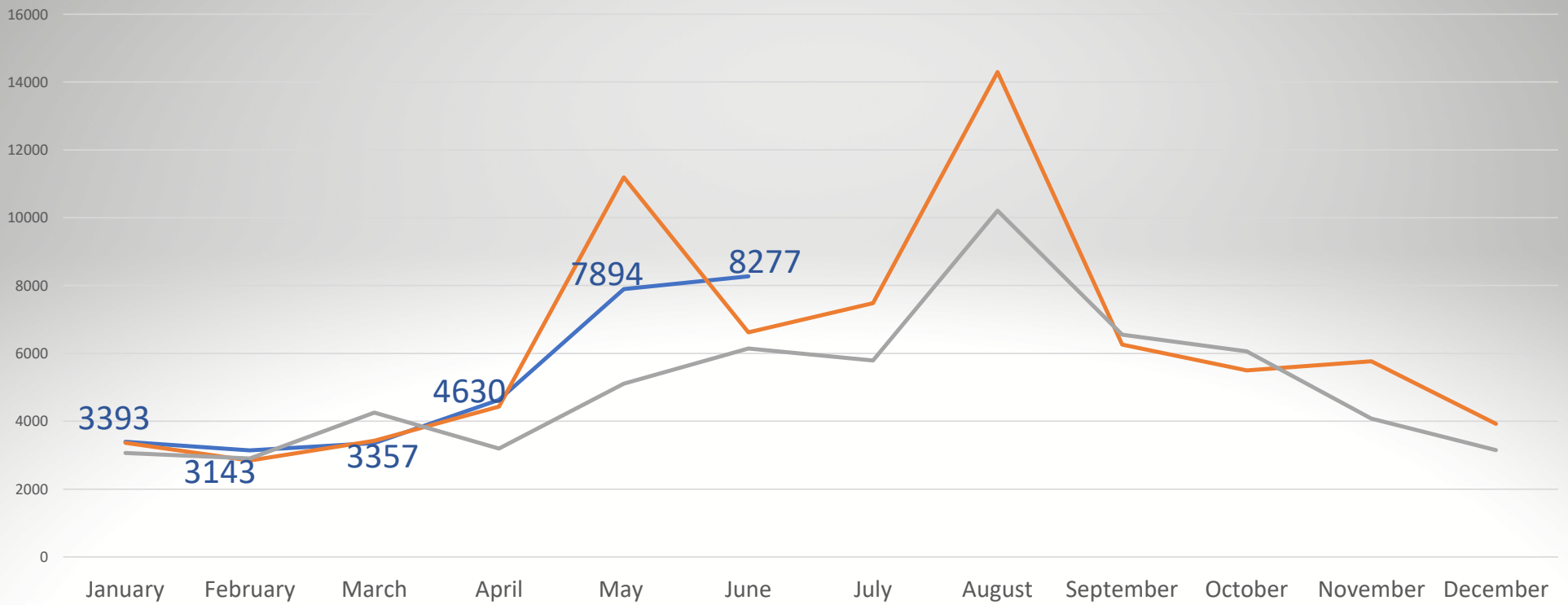
Solid Waste

LEACHATE
APRIL 72,500 GAL
MAY 201,800 GAL
JUNE 174,800 GAL
TOTAL : 449,000 GAL

STORMWATER
USED ONSITE TO
CONDITION CLAY DURING
CONSTRUCTION



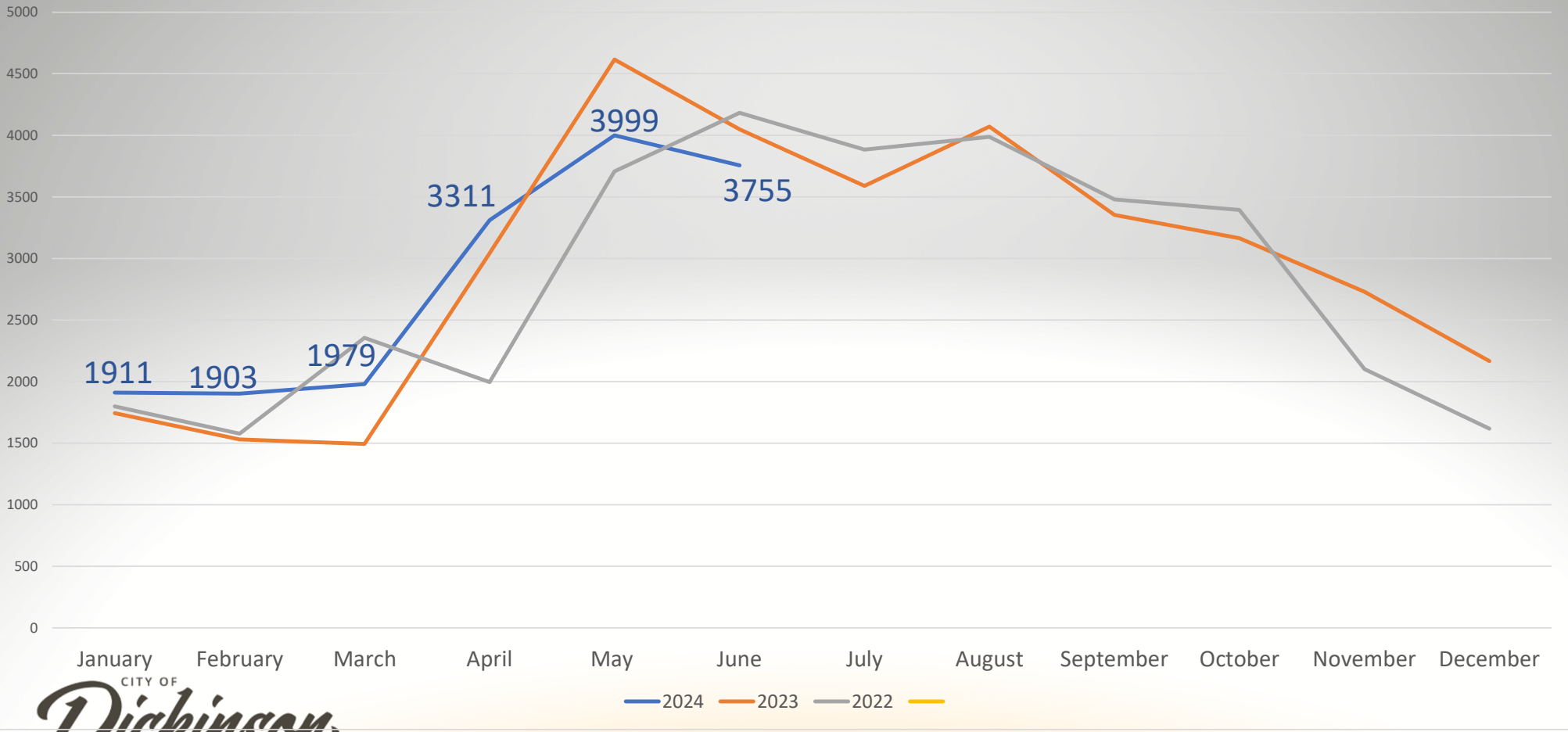
April-May-June Tonnages



— 2024 — 2023 — 2022

Total To Date: 30,694

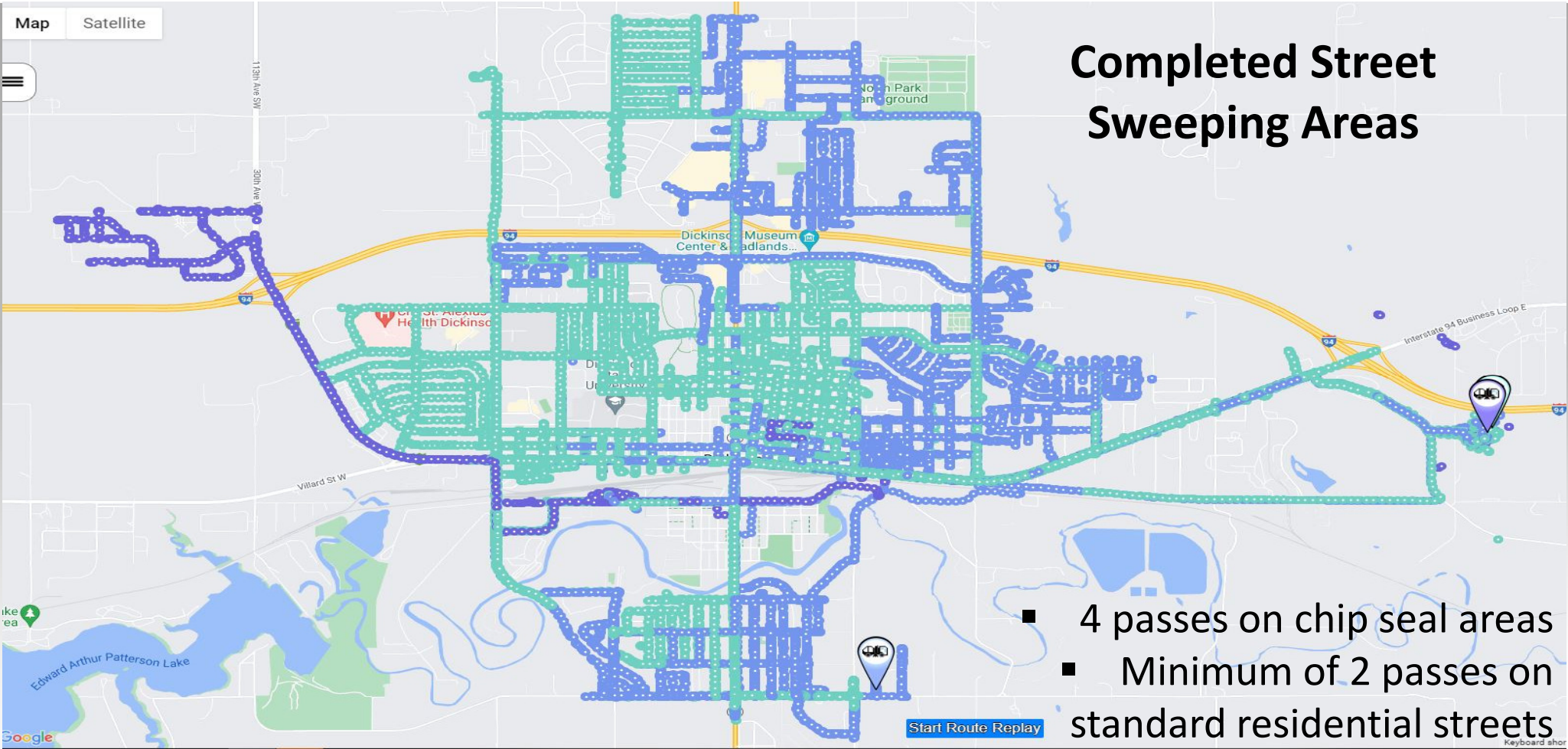
Scale Transactions-April-May-June



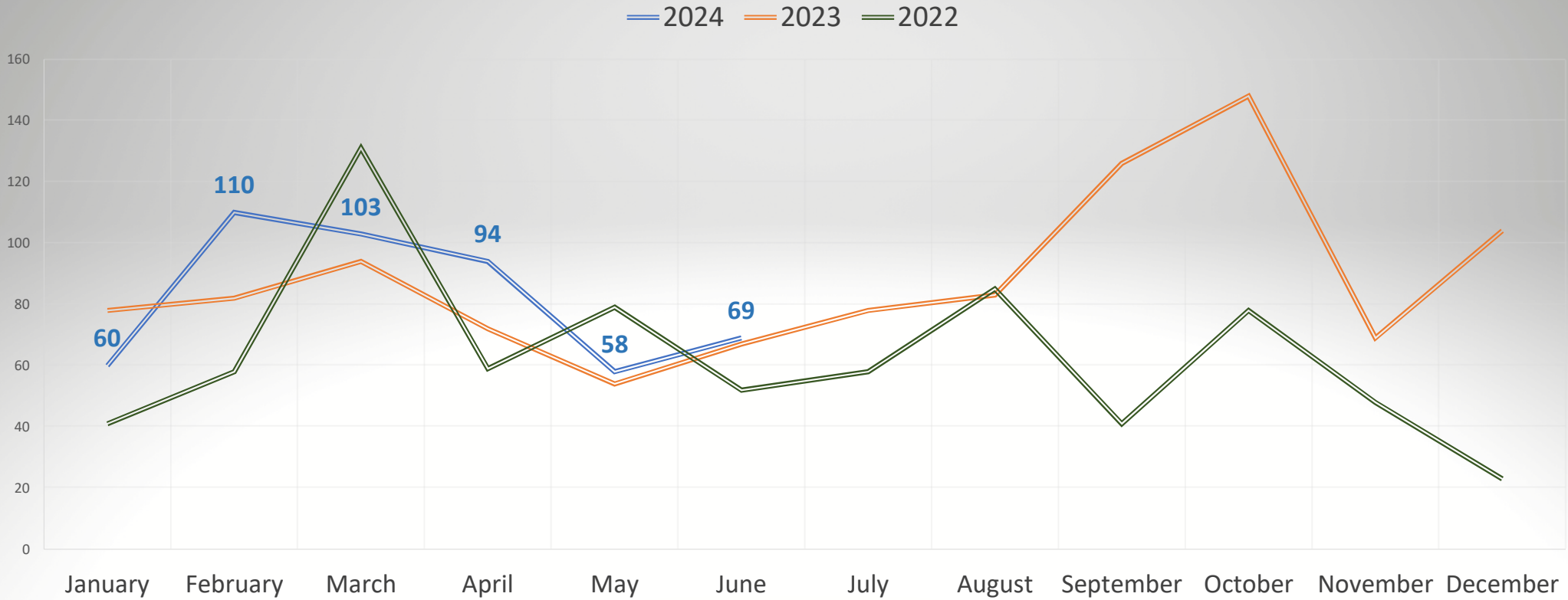
Total To Date: 16,858

Street Department April-May-June



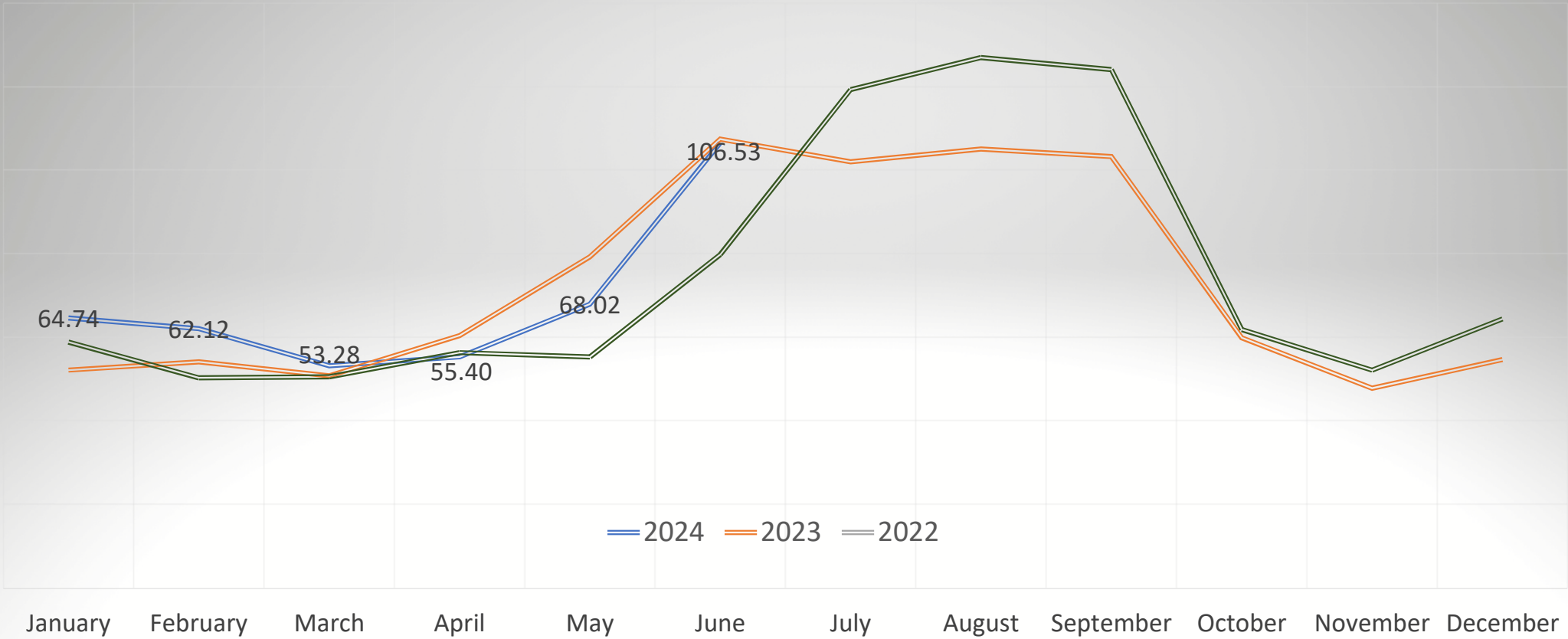


UTILITY BILLING WORK ORDERS



Year to Date Total: 494

SOUTHWEST WATER AUTHORITY



Year to date: 410.09

Water Utilities



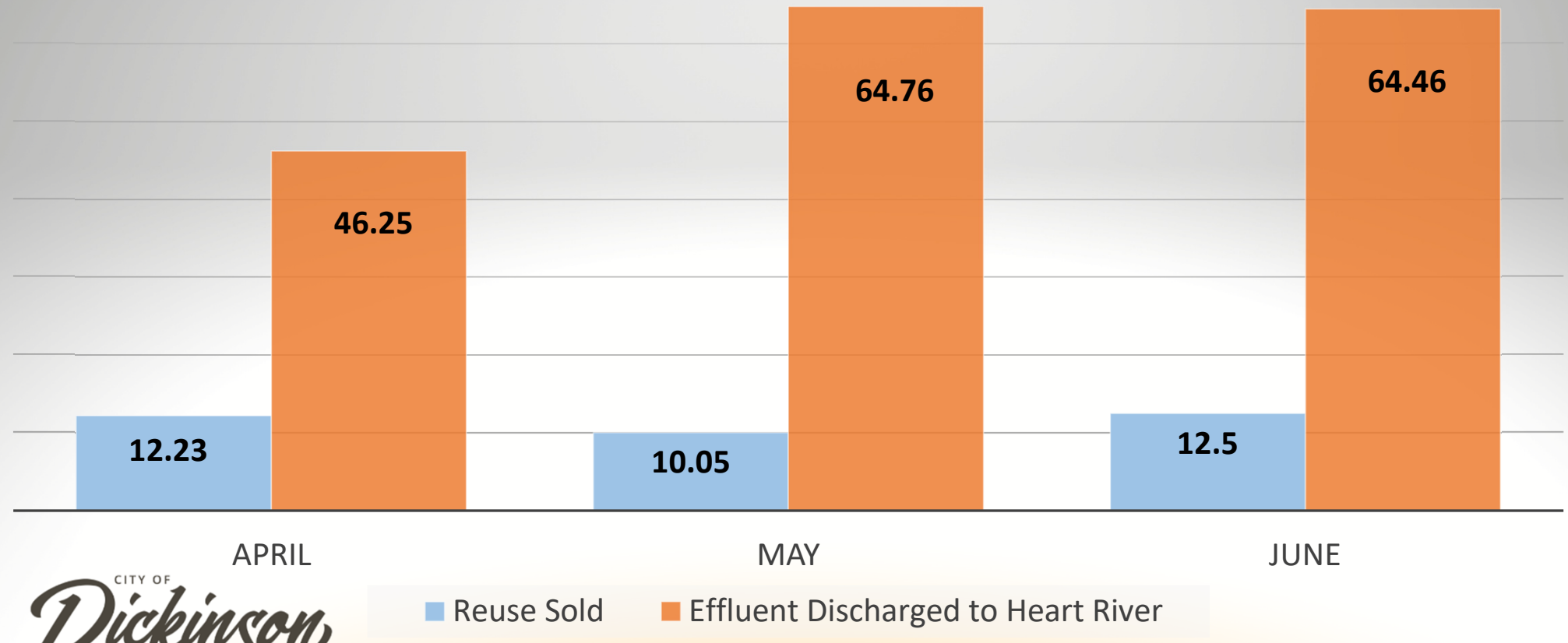
2ND QUARTER

- REPLACED 60 REGISTERS AND UPGRADED 41 LARGE METERS
- REPAIRED 3 FIRE HYDRANTS
- CLEANED DRAINAGE DITCH BETWEEN SIMS AND 10TH ST E
- PULLED 8 LIFT STATION PUMPS

4th Ave. E. Sewer Service Line Repair

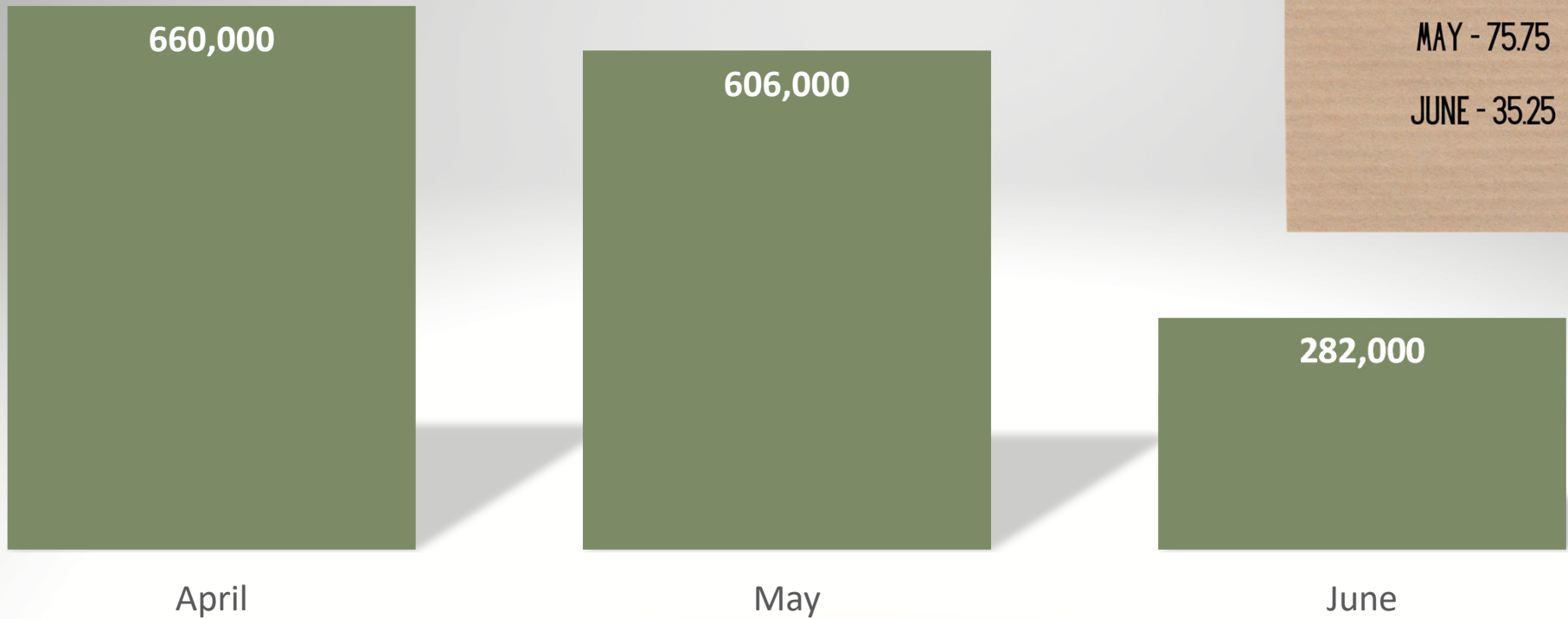


Water Reclamation Facility (MG)



■ Reuse Sold ■ Effluent Discharged to Heart River

LAND APPLIED SLUDGE (GAL)



MAN HOURS
APRIL - 825
MAY - 75.75
JUNE - 35.25

Recycling truck caught on fire during a windy day in April.



Recycling Coordinator Shumaker assisted with the ND Envirothon State Competition at Crystal Springs in May.



The 1st Backyard Buckets workshop was May 11 on Composting.



Public Works Kid's Camp June 3-7 with 7 campers.



Scott Hirning and Eric Bruner attended the 2024 Snow Conference in Kansas City, Missouri April 28th to May 1st.

Public Works Family Fun Day



Turd Toss-Utilities



Cone Zone-Street Dept.



Tire Target-Fleet Dept.



Grillin'



Can Pong-SW/R



Axe Throw-Forestry

June 20th
4:00-8:00 PM



Face Painting



Worker Bees





QUESTIONS?

June 14, 2023

Proposal QTB198010

Sylvia Miller
City of Dickinson
38 1st Street West
Dickinson, ND 58601

Re: Proposal for a Geotechnical Evaluation
City of Dickinson 2025 Geotechnical Engineering Services
Various Infrastructure and Engineering Improvement Projects

Dickinson, North Dakota

Dear Ms. Miller:

Braun Intertec Corporation respectfully wishes to express our interest in completing geotechnical evaluations for the various infrastructure and engineering improvement projects in Dickinson.

Project Information

Per the RFP provided by Sylvia Miller with the City of Dickinson dated May 16, 2024, and our conference call on June 5, we understand the proposed project will include the following:

- Task 1: 202503 – 2025 Watermain and Lead Service-line Replacement.
Consists of the removal and replacement of approximately 2570 linear feet of water main and water service lines. Five (5) borings to a nominal depth of 10 feet and fifteen (15) cores along various streets near Dickinson State University are requested to document current conditions, obtain ground water levels, and assist in future pavement designs.
- Task 2: TBD – Sims from 2nd street E to 9th street E
Consist of removing and replacing the sanitary sewer and water main along the route, including the services to the curb stops. The project will be a full replacement of the existing pavement. Nine (9) borings to a nominal depth of 10 feet and nineteen (19) cores along sims street are requested to document current conditions, obtain ground water levels, and assist in future pavement designs.
- Task 3: To be omitted.
- Task 4: 202215 – Dickinson Public Library Expansion.
Consists of the expansion of the Dickinson Public Library building with a single story, frost depth footings. Two (2) borings to a nominal depth of 20 feet to assess current soil conditions and aid in the foundation design of the building. We assume the column loads will be less than 75 kips and wall loads less than 7 kips per lineal foot (klf).

- Task 5: 202501 – 2025 Road Maintenance.
Consists of mill and overlay of approximately 13,400 linear feet and the construction of 400 linear feet of new roadway. Twenty-five (25) borings to a nominal depth of 10 feet and fifty (50) cores are requested to document current conditions, obtain ground water levels, and assist in future pavement designs.

- Task 6: 202414 – 10th Avenue E from Villard to Museum Drive.
Consists of mill and overlay of approximately 4,750 linear feet. Five (5) borings to a nominal depth of 10 feet and sixteen (16) cores are requested to document current conditions, obtain ground water levels, and assist in future pavement designs.

- Task 7: 202415 – 10th Avenue E from Museum Drive to 21st Street E.
Consists of mill and overlay of approximately 5,230 linear feet of pavement. Four (4) borings to a nominal depth of 10 feet and eight (8) cores are requested to document current conditions, obtain ground water levels, and assist in future pavement designs.

- Task 8: 202417 – 5th Street SE from 3rd Avenue W to 6th Avenue E.
Consists of mill and overlay of approximately 1,710 linear feet and the construction of 800 linear feet of new roadway. Eight (8) borings to a nominal depth of 10 to 15 feet and thirteen (13) cores are requested to document current conditions, obtain ground water levels, and assist in future pavement designs.

Task 9: Museum?

Suggested exploration locations, depths, and laboratory testing were provided in the RFP. We have no objection to the suggested locations and have used them as the basis for this cost estimate.

Qualifications

Our work will be managed by Carey Yoder, PE, and reviewed by Wes Dickhut, PE, in our Bismarck office. We are both registered as professional engineers in North Dakota. We have performed geotechnical evaluations as subconsultants for KLJ Engineering and Apex Engineering on many street and utility projects in Dickinson, and have worked with the city to evaluate pavement distress and mitigation options near Menard's. We have an office in Bismarck that is staffed with experienced engineering technicians and an operations supervisor in Dickinson that will be able to provide support during construction, in case unexpected conditions are encountered. Resumes are attached.

We will be able to add these field explorations into our schedule so that we can meet your project schedule. We do not anticipate that this project will be adversely impacted by our current project workload. We do not anticipate any conflicts of interest associated with these projects.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of the various projects.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Coordination

We have proposed to perform all tasks during 2 consecutive weeks of field work. We intend to provide you with weekly status updates beginning 2 weeks before performing the field work until final report delivery. If the projects are authorized separately, additional mobilization and coordinate fees will be billed to the project.

Site Access

Based on aerial photographs, it appears that the exploration locations are accessible to a truck mounted drill rig. We assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

We understand that the City of Dickinson will be able to assist with snow removal if required.

Staking

We will stake prospective subsurface exploration locations, as selected by you, by taking the aerial imagery or site plan provided and overlaying it into Google Earth. We will extract the latitude and longitude of boring locations from the program and enter them into our Trimble Catalyst GPS (Global Positioning System) receiver having an estimated horizontal accuracy of +/- 1 foot. If development of the plans and specifications requires exploration locations with a higher degree of accuracy, we request that you have the boring locations staked by a licensed surveyor prior to our mobilization to the site.

We will obtain surface elevations at the boring locations using our Trimble Catalyst GPS receiver and report elevations relative to the WGS 84 datum. We ordinarily provide centimeter-level accuracy for our measurements. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project or give us contact information for the consultant that might have such information.

Utility Clearance

Prior to drilling or excavating, we will contact North Dakota One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

If you, or your authorized representative, cannot locate underground objects or private utilities that are suspected or known to exist, we can retain a private locate company for an additional fee. Fees charged will include 1.15x the subcontractor fee and additional time from our staff to coordinate the work on site. If performed, the property owner must also be available to assist the private locate company in determining the presence of any underground objects or the location of utilities. We will not be liable for any damages resulting from unidentified or misidentified underground objects or utilities. Further, we reserve the right to stop work if underground objects or utilities are suspected or known to exist, but locations cannot be accurately determined.

Traffic Control

Based on aerial images from Google Earth we anticipate performing the borings/cores within the existing drive lane. We also anticipate the exploration locations will require lane closures along the roadway alignment to alert motorists to our work area. We anticipate using 3D Specialties to perform appropriate signage and personal for lane closures. The traffic control subcontractor will move with us as we perform coring and boring operations throughout the area. There will be multiple days for the use of traffic control.

Pavement Coring

We will core pavements at the 111 exploration locations as selected by the City of Dickinson.

Penetration Test Borings

As requested, we will drill 65 standard penetration test (SPT) borings for the project. Table 1 provides a summary of the proposed boring locations and depths. We will perform standard penetration tests at 2 1/2-foot vertical intervals to a depth of about 15 feet, and at 5-foot intervals at greater depths.

Table 1. Summary of Proposed Borings

Location	Type	Quantity	Depth
Task 1: 202503 - 2025 Watermain and Lead Service-line Replacement	SPT	5	10
Task 2: TBD - Sims Street From 2nd Street E to 9th Street East	SPT	9	10
Task 3: Removed from RFP			
Task 4: 202215 - Dickinson Public Library Expansion	SPT	2	20
Task 5: 202501 - 2025 Road Maintenance	SPT	25	10
Task 6: 202414 - 10th Avenue E from Villard to Museum Drive	SPT	5	10
Task 7: 202415 - 10th Avenue E from Museum Drive to 21st Street E	SPT	4	10
Task 8: 202417 - 5th Street SE From 3rd Avenue W to 6th Avenue E	SPT	1	15
	SPT	7	10
Task 9: 202320 - Dickinson Museum Expansion	SPT	7	25

We have also made provisions to obtain 9 thin-walled tube samples of the soils encountered for laboratory testing.

We will collect bag samples from each of the borings from the auger cuttings for laboratory testing.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Groundwater Measurements

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs.

Borehole Abandonment

We will backfill our exploration locations immediately after drilling or after final groundwater measurements at each location.

We will backfill the borings with auger cuttings. Upon backfilling exploration locations, we will fill holes in pavements with a temporary patch.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we have budgeted to perform the following laboratory tests.

Table 2. Laboratory Tests

Test Name	ASTM/AASHTO Test Method	Purpose
Moisture content	T-265	Soil classification, moisture condition, and engineering properties
Atterberg limits	T-89 & T-90	Soil plasticity, shrink/swell potential, engineering parameters, suitability of soils for reuse
Sieve-hydrometer analysis	T-88	Soil classification using sieves for gravel- and sand-sized fractions and hydrometer for silt- and clay-sized fractions
Standard / Modified Proctor	T-99 / T-180	Determine maximum dry density and optimum moisture content of soil
California Bearing Ratio	D1883	Engineering parameter used in designing pavements
Sulfate and PH		Used to determine corrosivity of the soils
Unconfined Compression	D2166	Evaluate undrained shear strength for bearing capacity, settlement, and lateral pressure evaluations

We will determine the actual laboratory testing for the project depending on the encountered subsurface conditions. If we identify a laboratory testing program that exceeds the budget included in this proposal but provides additional value to the project, we will request authorization for the additional fees through a Change Order.

Engineering Analyses

We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to structure and pavement design and performance.

Report

For each project, we will prepare a report including appropriate recommendations for pavement, utilities, or building foundations. The reports will include:

- A CAD sketch showing the exploration locations.

- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing structure and pavement subgrades, and the selection, placement, and compaction of fill.
- Recommended net allowable bearing pressures for the design of spread footing foundations, and estimated settlements at the indicated pressures.
- Recommendations for pavements and exterior slabs, including subgrade support parameters, design pavement sections, bituminous pavement materials, and subgrade drainage. We can assist in pavement thickness recommendations if we are provided with traffic information including vehicle distribution and frequency.
- Recommendations for utilities including subgrade preparation and corrosion protection.

We will only submit an electronic copy of our reports to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule. Dates are based on receiving authorization for all tasks simultaneously by June 24, 2024.

- Drill rig mobilization and Coring – The week of September 9, 2024.
- Field exploration – 10 days on site to complete the work.
- Classification and laboratory testing – within 2 to 3 weeks after completion of field exploration.
- Preliminary results – within 2 weeks after completion of field exploration.
- Report submittal – within about 6 to 8 weeks after completion of field exploration.

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

Below is a table with the estimated fees for each project with traffic control included. The estimated fees assume release of all tasks and can be performed under one mobilization. Additional costs will need to be assessed if tasks are performed separately.

Table 3. Estimated Fees

Project:	Estimated Cost
Task 1: 202503 - 2025 Watermain and Lead Service-line Replacement	\$17,110.00
Task 2: TBD - Sims Street From 2nd Street E to 9th Street E	\$25,950.00
Task 3: Removed from RFP	\$0.00
Task 4: 202215 - Dickinson Public Library Expansion	\$6,540.00
Task 5: 202501 - 2025 Road Maintenance	\$61,630.00
Task 6: 202414 - 10th Avenue E from Villard to Museum Drive	\$16,675.00
Task 7: 202415 - 10th Avenue E from Museum Drive to 21st Street E	\$13,335.00
Task 8: 202417 - 5th Street SE From 3rd Avenue W to 6th Avenue E	\$23,775.00
Task 9: 202320 - Dickinson Museum Expansion	\$13,145.00

We have attached a rate sheet for the work that we anticipate performing as part of this project. We will furnish the services described in this proposal on a time and materials basis on an estimated maximum fee basis that will not be exceeded without prior permission from you.

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period. Each project will be invoiced separately.

Additional Services

Our fees do not include potential costs due to the need for snow plowing, private utility locating, towing, stand-by time, or work that is not included in the above Scope of Services. We will charge costs for snow plowing or towing (if necessary) at a rate of 1.15 times the actual cost. For stand-by time (defined as time spent by our field crew due to circumstances that are beyond the control of our field crew or its equipment, or beyond the scope of services indicated above), we will charge a rate of \$350 per hour.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

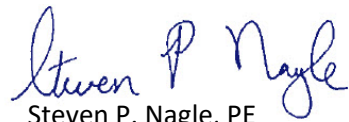
We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions that have been modified for previous projects with the City of Dickinson, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Carey Yoder at 701.425.4409 (cyoder@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION


Carey C. Yoder, PE
Project Engineer
Charles (Wes) Dickhut, PE
Principal Engineer/ Technical Leader
Steven P. Nagle, PE
Vice President/Principal Engineer

- Attachments:
Resumes
Unit Rate Sheet
Previous Work Experience
General Conditions for the City of Dickinson (2/14/2023)

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

CHARLES W. (WES) DICKHUT, PE *Technical Leader / Principal Engineer*



EDUCATION

B.S., Geological Engineering,
Colorado School of Mines

M.S., Geological Engineering,
University of Idaho

PROFESSIONAL REGISTRATIONS

Professional Engineer:
ND No. PE-9213
MN No. 56467
MT No. 30686
SD No. 11962
WY No. 14979
KS No. 25457
CO No. PE. 0061048

CERTIFICATIONS

Remote Pilot Certificate No. 4452875

PROFESSIONAL AFFILIATIONS

North Dakota Society of Professional Engineers

- Past President, Chapter 3
- Vice President, Statewide

Minnesota Geotechnical Society

American Society of Civil Engineers

As a principal engineer at Braun Intertec in North Dakota, Mr. Dickhut serves as the technical leader for geotechnical engineering and construction materials testing projects for a variety of institutional, transportation, commercial, utility, industrial, and residential projects. His responsibilities include determining client needs, developing an appropriate scope of services to meet those needs, and managing the project to be completed on time and within budget. Wes also develops solutions and makes recommendations for geotechnical engineering reports, performs research, writes reports, examines soil samples, monitors budgets, and works with engineers, engineering assistants, technicians, and drillers to coordinate their activities. He is an adjunct for the University of Mary Civil Engineering program, and gives guest lectures to local universities on site improvement and slope stabilization alternatives.

PROJECT EXPERIENCE

- *Leland Olds Interim and Permanent Dewatering Facility, Stanton, ND*— Performed geotechnical evaluation for the interim structure in a very quick turnaround time and concluded that the site was suitable for construction since the area had been previously surcharged with stockpiled coal. The permanent facility required site improvement, and we assisted by discussing improvement requirements with qualified contractors.
- *Tioga Gas Plant Debottlenecking Project, Tioga, ND*— Reviewed geotechnical explorations and recommendations for proposed pipe bridge and support structures for a plant wide improvements to the facility.
- *Wastewater Reclamation and Recycling Facility (WRRF), Williston, ND*— Performed the geotechnical evaluation for the proposed WRRF. The facility included structures founded on driven pile foundations, rammed aggregate piers, and conventional foundations.
- *Nessom Gas Plant Expansion, Tioga, ND*— Provided recommendations for earthwork, spread footing, and drilled piers for the expansion of the existing gas plant.
- *Gateway to Science, Bismarck, ND*— Performed the preliminary geotechnical evaluation of the proposed site to rapidly discern the feasibility of constructing the proposed building on a site that had been impacted by historic fill placement. Provided recommendations for supporting the architecturally significant portions of the building as close as practical to the existing slopes, and performed test pit explorations to confirm our recommendations after design development proceeded.

*While employed by another firm.

EDUCATION

B.S., Construction Engineering,
North Dakota State University

PROFESSIONAL REGISTRATIONS

Professional Engineer
ND No. 7129

CERTIFICATIONS

NDDOT Certified:
Construction Project Management
Asphalt Mix Tester
Aggregate Field Lab
Soils Field

10-Hour OSHA Construction Safety and Health
Training

Mr. Yoder began working at Braun Intertec in 2012 and provides a number of services related to project management and engineering. Carey is responsible for project management of the North Dakota Department of Transportation (NDDOT) construction materials testing projects.

PROJECT MANAGEMENT EXPERIENCE

Carey managed project budgets, provided technical expertise to and managed field technicians, reviewed test reports, and compiled testing information for the following projects:

- *PCC Paving of US Highway 2 from Jct. US 85 to Ray (7-022(148)032)*
- *Widening of ND Highway 22 from Manning to Killdeer (5-022(111)091)*
- *Reconstruction of ND Highway 23 from Jct. ND 73 to Jct. ND 22 (7-023(039)016)*
- *Reconstruction of ND Highway 40 (7-040(017)000)*
- *Alexander Bypass (7-085(064)160)*
- *US Highway 85 Mill and HBP Overlay (7-085(071)126)*
- *New Town Truck Reliever Route (7-023(037)050)*
- *Four lane of US Highway 85 with new Structure (7-085(088)171)*
- *Widening of ND Highway 23 east of Watford City to Jct. ND 73 (7-023(047)004)*
- *Mountrail County Road 3A Grading and Paving*
- *BIA Route 14 Grading, Stabilized Subgrade and Base, and Paving*
- *PCC Pavement through the City of Ray, ND (7-023(044)044)*
- *US Highway 85 Grading and Paving (7-085(078)146)*
- *US Highway 85 Grading and Paving (7-085(089)152)*
- *ND Highway 1804 Reconstruction, Grading and Paving (7-804(041)334)*
- *Construction of Interim Bypass (5-022(113)900)*
- *Mountrail County Road 76th Ave Grading and Paving*
- *Mountrail County Spanish Road Grading and Paving*
- *Mountrail County Road 88th Ave NW Grading and Paving*
- *Mountrail County Road 93rd Ave NW Grading and Paving*

ADDITIONAL EXPERIENCE

- *NDDOT Design Assignment (Traffic Section)** — Conducted sign layout for several projects. Updated standard drawings which involved research of where standards originated from and updating standards to new MicroStation format. Designed of mind and blend project and completing plan set. (September 2010-January 2012)
- *NDDOT Minot District Assignment** — Managed project laboratory and performed tests on soil, aggregate and concrete as lead project engineer on chip seal project. Inspected pipe installation and kept daily work diary. (May 2010-September 2010)

*While employed by another firm.

CAREY C. YODER, PE

Project Engineer

- *NDDOT ETS Assignment** — Reviewed specifications and special provisions. Wrote special provisions. Reviewed plan notes. (October 2010-May 2010)
- *NDDOT Minot District Assignment, Minot, ND** — Surveyed maintenance section yards. Calculated slope drainage of maintenance section yards. Surveyed borrow pit. Surveyed project and set up control, layout of bridge and roadway. Inspected contractors' work. Tested concrete. Wrote inspection diaries. Used MicroStation to get quantities from survey of borrow pit. Reviewed plans and specifications for projects and applied them to the field. (May 2009-October 2010)
- *NDDOT Design Assignment** — Authored a project concept report. Worked on preliminary designs of an intersection using MicroStation. Produced a preliminary cost estimate. Wrote field review. (September 2008-May 2009)
- *NDDOT Williston District Assignment, Williston, ND** — Calculated pavement yields. Observed pavement operations. Quality assurance/quality control (QA/QC) of pavement project and pipe project. Monitored pavement contractor. Surveyed with robotic totals station and set control for pipe, measured topography for quantities, and marked out construction limits. (May 2008-September 2008)
- *NDDOT Materials Assignment** — Researched pipe material. Calculated thicknesses for pavement designs. Wrote thickness recommendations for projects. Analyzed data. (October 2007-May 2008)
- *Western Summit, Las Vegas, NV** — Performed work as the lead field engineer. Reviewed plans and specifications for the project. Surveyed control and layout for entire project. Created drawings with AutoCAD for field use. Updated as-builts as project progressed. Observed the construction process. Quality control on the project. Computed calculations for quantities of materials needed and used (e.g. concrete and soil). Designed formwork. Delegated work. Worked on project schedules. (April 2006-October 2007)
- *Accent Contracting, Fargo, ND** — Estimated and prepared bids for both residential and commercial projects. Scheduled crews of two to five for various projects. Tracked profit and loss of projects. (August 2005-February 2006)
- *Wanzek, Fargo, ND** — Reviewed plans and specifications. Observed construction progress. Quality control of project. (May 2005-August 2005)
- *Western Summit, Reno, NV** — Reviewed plans and specifications for the project. Surveyed control and layout for entire project. Created drawings with AutoCAD for field use. Updated as-builts as project progressed. Observed the construction process. Quality control on the project. Computed calculations for quantities of materials needed and used (e.g. concrete and soil). Designed formwork. Responsible for having project materials on-site. (May 2004-May 2005)

*While employed by another firm.

Client:

City of Dickinson
Sylvia Miller
38 1st St W
Dickinson, ND 58601
(701) 456-7744

Work Site Address:

Various Locations
Dickinson, ND

Service Description:

Geotechnical Evaluation

	Description	Units	Unit Price
Phase 1	Geotechnical Evaluation		
Activity 1.1	Drilling Services		
9000	Truck Mounted Drilling Services, per hour	Each	400.00
1022	Thin-walled sample tubes (ASTM D 15 87), each	Each	35.00
1863	Per diem	Each	400.00
205	Site layout and utility clearance	Hour	200.00
1862	UTIL Trip Charge	Each	180.00
371	GIS/CAD Specialist II	Hour	120.00
1555	Bituminous patch material, per core	Each	25.00
5905	Trimble Catalyst GPS, per day	Each	250.00
SUB	Subcontractor	Each	5,000.00
252	Concrete/Bituminous/Masonry Coring, two person	Hour	280.00
Activity 1.2	Geotechnical Soil Tests		
1152	Moisture content, per sample	Each	20.00
1156	Atterberg Limits LL and PL, Single-Point, per sample	Each	140.00
1172	Hydrometer - Sieve Analysis, per sample	Each	220.00
1318	Moisture Density Relationship (Standard), per sample	Each	230.00
1320	Moisture Density Relationship (Modified), per sample	Each	240.00
1734	California Bearing Ratio, per molded specimen	Each	390.00
SUB1	Subcontractor: Sulfate & PH Testing	Each	120.00
1186	Unconfined Compression, per sample	Each	130.00
Activity 1.3	Evaluation/Analysis/Reports		
138	Project Assistant	Hour	120.00
126	Project Engineer	Hour	200.00
125	Project Control Specialist	Hour	150.00
130	Principal Engineer	Hour	250.00

Project ID	Project name	Customer name
BM1306889A	Proposed Lift Station 12 Forcemain	Apex Engineering Group, Inc.
BM1308001	State Avenue Utility Installation	KLJ Engineering LLC
BM1308003	40th Street Utility Installation	KLJ Engineering LLC
BM1308004	East 24-inch Waterline	KLJ Engineering LLC
BM1308005	West 24-inch Waterline	KLJ Engineering LLC
BM1308005A	West 24" Waterline & Elevated Tower	KLJ Engineering LLC
BM1400451	Dickinson Public Safety Center	City of Dickinson
BM1400451.00	Dickinson Public Safety	City of Dickinson
BM1400451.01	Dickinson Public Safety Building	City of Dickinson
BM1400451.02	Dickinson Public Safety Center	City of Dickinson
B14-04161	West Gravity Sewer Phase II	Apex Engineering Group, Inc.
B14-09312	Dickinson Airport Drilling Services	KLJ Engineering LLC
B14-09743	East Side Pressure Zone 1 Improvements	KLJ Engineering LLC
B1501508	State Avenue Soil Borings	KLJ Engineering LLC
B1501681	Booster Station W8 & Transmission Line	KLJ Engineering LLC
B1501681.00	Booster Station W9	KLJ Engineering LLC
B1503065	Lift Station #5	Apex Engineering Group, Inc.
B1503770	Dickinson Stormwater Detention Pond	Apex Engineering Group, Inc.
B1503935	9th Street East	City of Dickinson
B1504748	State Ave Box Culvert	KLJ Engineering LLC
B1506425	32nd St W from Hwy 22 to 112th Ave. SW COIB-4527(001) PCN 21	KLJ Engineering LLC
B1506427	112th Ave SW from 32nd to 33rd COIB-4521(001) PCN 21101	KLJ Engineering LLC
B1508345	Museum Drive Reconstruction	Highlands Engineering & Surveying, PLLC
B1512217	Dickinson West Sewer Improvements	Apex Engineering Group, Inc.
B1601799	Sludge Pond Evaluation	KLJ Engineering LLC
B1601928	29th Ave W Street Imp. and 40th St W Water Main Inst.	KLJ Engineering LLC
B1604167	112th Ave SW & 32ND St SW CP-0045(15)04	KLJ Engineering LLC
B1605262	City of Dickinson Streets - Various	City of Dickinson
B1605382	State Avenue Water Main Extension	KLJ Engineering LLC
B1605784	West Ridge Phase 1 - Pavement Subgrade Evaluation	City of Dickinson
B1605786	West Ridge Phase 1 GPR	City of Dickinson
B1606506	Dickinson Pavement Letter	KLJ Engineering LLC
B1606537	Astoria Field Seating Replacement	City of Dickinson Parks and Recreat
B1608780	8th Street South Pavement Reconstruction	Highlands Engineering & Surveying, PLLC
B1701074	Dickinson Utility Improvements	Apex Engineering Group, Inc.
B1801943	Dickinson South Gravity Sanitary Sewer	Apex Engineering Group, Inc.
B1803934	Lift Station No. 1 Replacement	Apex Engineering Group, Inc.
B1805547	Solid Waste Disposal Building Exploration	City of Dickinson
B2109496	Dickinson Town Square	City of Dickinson

General Conditions for the City of Dickinson

Construction Material Testing and Special Inspections

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality ("Standard of Care"). If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional costs and agree to pay for those services at the rates listed in our cost estimate.

3.6 Reserved.

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report(s) in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 Reserved.

5.6 Reserved.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation. Pursuant to the laws of North Dakota, both parties may pursue any legal remedies under North Dakota laws.

6.2 Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of completion of Services. If during the one year period following completion of the services it is shown that the Standard of Care has not been met, and you have promptly notified us in writing of such failure, we shall perform, at our cost, such corrective services as may be necessary, within the original scope of the services, to remedy such deficiency.

6.4 Our aggregate liability for all claims, including our defense obligation, is limited to the lesser of those damages actually incurred and paid as a result of our negligence, or \$1,000,000.

6.5 Reserved.

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of North Dakota, without regard to its conflict of law rules. The laws of North Dakota will govern all disputes, and all claims shall be heard in the state or federal courts for North Dakota. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. Only to the extent allowed under North Dakota law, you will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

Section 8: Miscellaneous Provisions

8.1 Reserved.

8.2 Reserved.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

Section 9: Insurance

9.1 Professional Liability Insurance. We shall maintain in full force and effect for a period of three (3) years following completion of the Services under the applicable Proposal, professional liability insurance covering the performance of the Services. Such insurance shall be on a "claims made" basis and in the amount of \$1,000,000 per claim; \$1,000,000 aggregate.

9.2 Workers Compensation Insurance. We shall maintain workers compensation insurance with following limits:

Coverage A: Statutory.

Section 7. Item A.

Coverage B: \$1,000,000 Bodily Injury by accident; Each accident \$1,000,000; Bodily Injury by disease Policy limit \$1,000,000; Bodily Injury by disease Each employee.

9.3 General Liability Insurance. We shall maintain general liability insurance with coverage to include: Premises/Operations, Completed Operations and Contractual Liability (to cover the indemnification provision in this Agreement). Limits of coverage shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

9.4 Automobile Insurance. We shall maintain automobile liability insurance to include all owned autos (private passenger and other than private passenger), hired and non-owned vehicles. Limits of coverage shall not be less than a combined single limit of \$1,000,000 each accident.



Engineering Memorandum

July 5, 2024

RE: July 16, 2024 Commission Meeting

2025 Geotechnical Services – Braun Intertec Bid.

For your consideration is an engineering service contract with the lowest responsible bidder to perform soil boring, pavement core sampling, and testing. These activities will support various upcoming projects. The costs of the services will be allocated to each project as work is invoiced. The submitted contract for the boring, sampling, and testing is **\$178,160** on a Time & Material, Not to Exceed basis.

Projects supported by this work are the following:

2025 Watermain & Lead Service Line Replacement
Sims St. from 2nd St. E to 9th St. E
Dickinson Public Library Expansion
2025 Road Maintenance
10th Ave E from Villard to Museum Dr.
10th Ave E from Museum Dr. to 21st St. E
5th St. SE from South Main to 6th Ave E
Dickinson Museum Expansion

The City Attorney has reviewed the contract.

The city engineering staff recommends approving this proposal.



Vicinity Map – 2025 Watermain & Lead Service Line Replacement



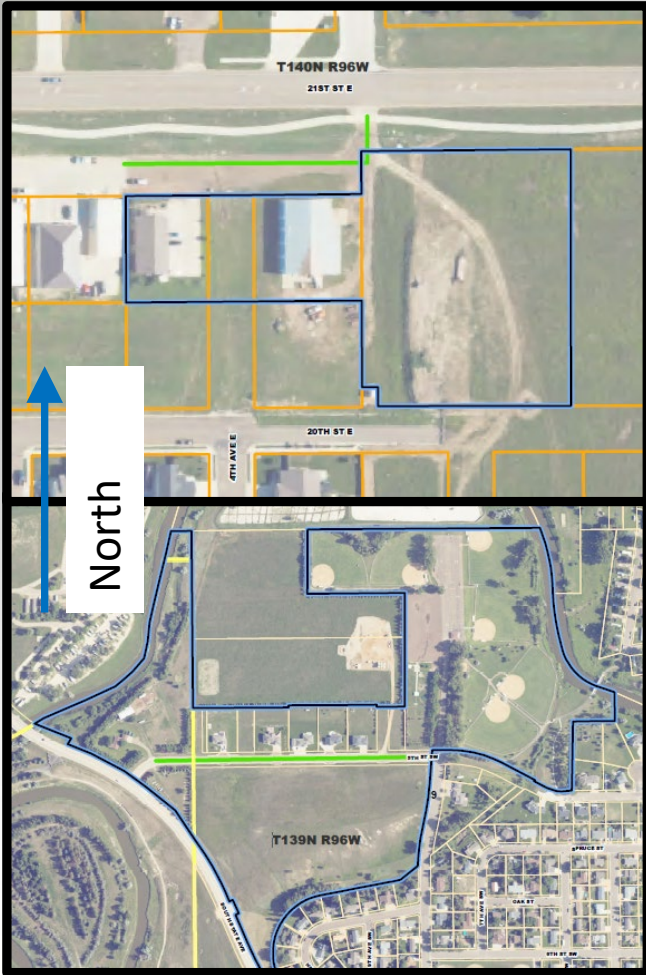
Vicinity Map – Sims St. from 2nd St. E to 9th St. E



Vicinity Map – Dickinson Public Library Expansion



Vicinity Map – 2025 Road Maintenance



Vicinity Map – 10th Ave E from Villard to Museum Dr.



Vicinity Map – 10th Ave E from Museum Dr. to 21st St E.



Vicinity Map – 5th St. SE from South Main to 6th Ave E



Vicinity Map – Dickinson Museum Expansion



Vicinity Map – 2025 Watermain & Lead Service Line Replacement



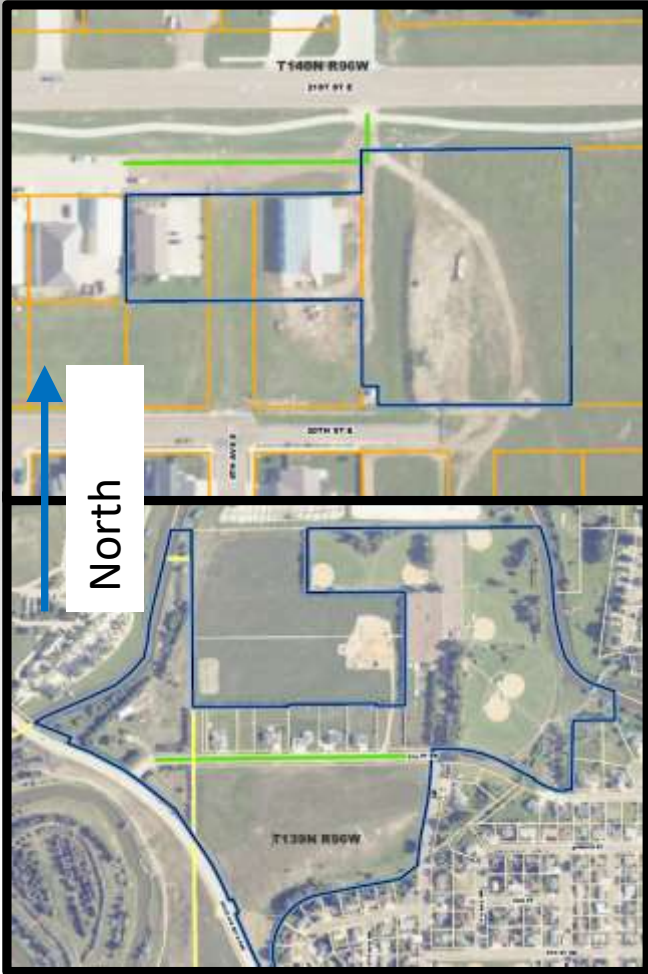
Vicinity Map – Sims St. from 2nd St. E to 9th St. E



Vicinity Map – Dickinson Public Library Expansion



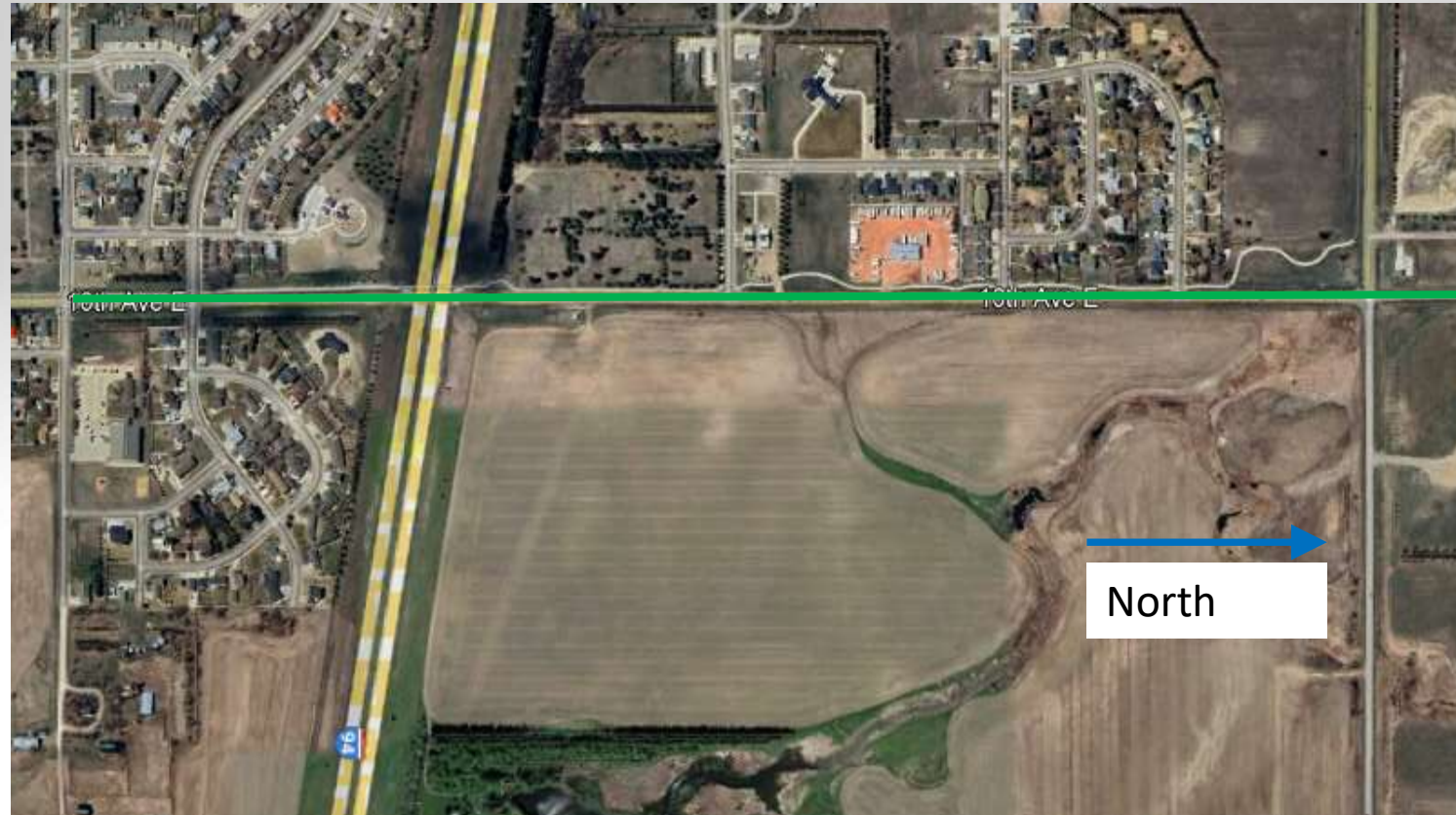
Vicinity Map – 2025 Road Maintenance



Vicinity Map – 10th Ave E from Villard to Museum Dr.



Vicinity Map – 10th Ave E from Museum Dr. to 21st St E.



Vicinity Map – 5th St. SE from South Main to 6th Ave E



Vicinity Map – Dickinson Museum Expansion

Section 7. Item A.



2025 Geotechnical Engineering Services Contract

Presented by: Project Engineer, Kris Keller

Consideration to Approve



Vicinity Map – 2025 Watermain & Lead Service Line Replacement

Section 7. Item A.



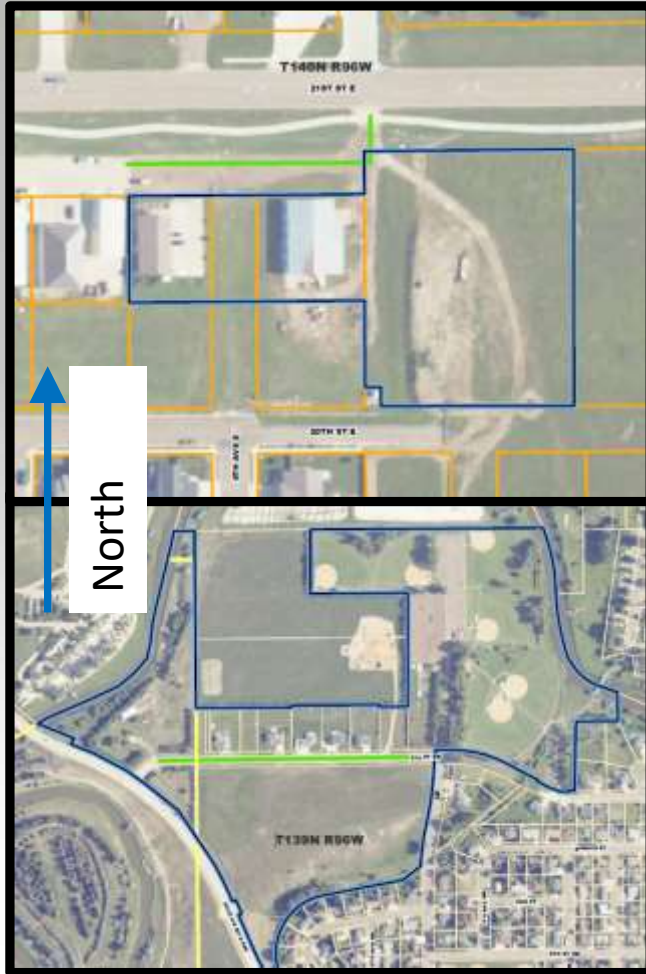
Vicinity Map – Sims St. from 2nd St. E to 9th St. E



Vicinity Map – Dickinson Public Library Expansion



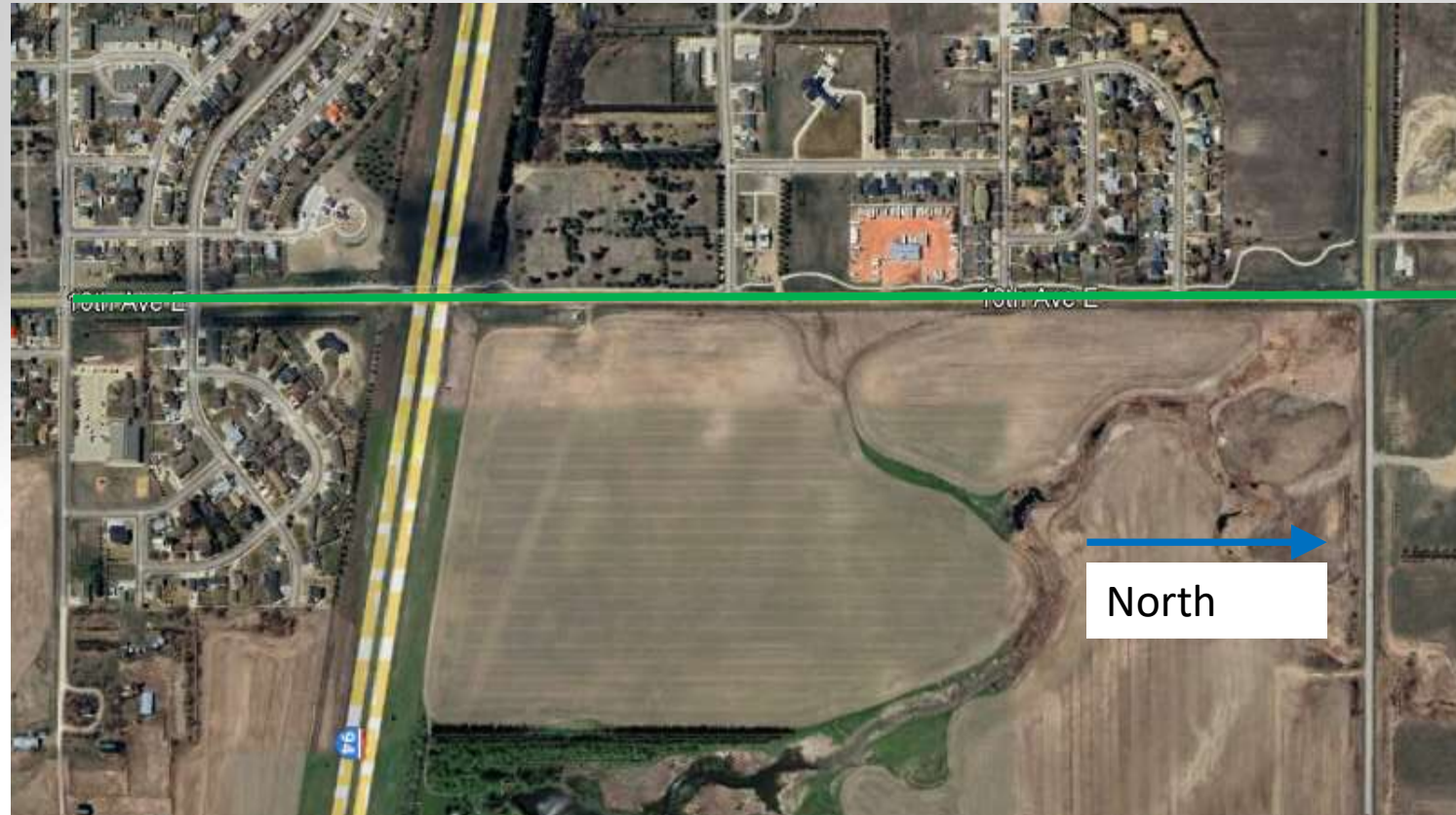
Vicinity Map – 2025 Road Maintenance



Vicinity Map – 10th Ave E from Villard to Museum Dr.



Vicinity Map – 10th Ave E from Museum Dr. to 21st St E.



Vicinity Map – 5th St. SE from South Main to 6th Ave E



Vicinity Map – Dickinson Museum Expansion

Section 7. Item A.



2024 ROAD MAINTENANCE CHANGE ORDER #2

Presented by: City Engineer/Community Development Director, Josh Skluzacek

Consideration to Approve



Change Order #2 Limits





Engineering Memorandum

July 10, 2024

RE: July 2nd Commission Meeting

2024 Road Maintenance Change Order #2 to Northern Improvements Company

For your consideration is Change Order #2 with Northern Improvements Company (NIC) to perform a mill and overlay along 21st Street West from Prairie Avenue to 3rd Avenue West for the 2024 Road Maintenance project for the amount of **\$291,407.91**. This change order is associated with the original contract for the project which was approved by the City Commission on March 19, 2024.

As per the City of Dickinson 2023 Pavement Management Plan, this segment of roadway has an average Pavement Condition Index of 70 which is a reasonable level to mill and overlay. The average daily traffic count as of 2023 for this segment was 9,165. This segment has rutting in the pavement surface which will be repaired with this mill and overlay proposed with this change order.

The 2024 Road Maintenance project was approved with the 2024 capital improvement project budget for a total amount of \$8.0 million. The current project allocation is shown below. The intent of this change order is to ensure the City is fully utilizing the approved budget for road maintenance in 2024. Although this change order exceeds the total amount approved for 2024, the Gross Production Tax funding is available to support the needed repairs. Although the current budget estimate listed below shows the overall 2024 Road Maintenance budget being overspent by approximately \$0.16 million, there was some contingency built into the quantities for the original contract. Therefore, we forecast the overall budget to be slightly less than what is shown below.

• Original Contract with NIC (including Change Order #1)	\$6.00 million
• Engineering Services	\$0.71 million
• Change Order #2	\$0.25 million
• 2024 Watermain and Lead Service Line Replacement Project	\$1.00 million
• Public Works Materials for Road Maintenance	\$0.20 million
Total =	\$8.16 million

The City Engineering and Public Works staff recommends approval



CHANGE ORDER NO. 2

Date of Issuance: *July 10, 2024*

Effective Date: *July 10, 2024*

PROJECT TITLE <i>202401 - 2024 Road Maintenance</i>
OWNER <i>City of Dickinson</i>
CONTRACTOR <i>Northern Improvement Company</i>
ORIGINAL CONTRACT DATE <i>March 19, 2024</i>

THE CONTRACT DOCUMENTS ARE MODIFIED AS FOLLOWS UPON EXECUTION OF THIS CHANGE ORDER

1. ADDITIONS OR DELETIONS TO THE CONTRACT AND ASSOCIATED COSTS					
Item No.	Description of Addition or Deletion	Unit	Quantity	Unit Price	Affect On Contract Price
4	REMOVAL OF BITUMINOUS SURFACING	SY	173	\$10.50	\$1,816.50
9	GEOSYNTHETIC MATERIAL TYPE R1	SY	193	\$8.50	\$1,640.50
17	MILLING PAVEMENT SURFACE	SY	7813	\$6.50	\$50,784.50
19	ADJUST MANHOLE	EA	3	\$1,800.00	\$5,400.00
20	ADJUST GATE VALVE BOX	EA	5	\$1,300.00	\$6,500.00
22	ASPHALT REPAIR	TON	46	\$260.00	\$11,960.00
23	ASPHALT PAVEMENT	TON	868	\$210.00	\$182,280.00
25	4" PAINT LINE	LF	2986	\$0.28	\$836.08
26	6" PAINT LINE	LF	244	\$5.75	\$1,403.00
27	8" PAINT LINE	LF	2767	\$0.56	\$1,549.52
28	24" PAINT LINE	LF	355	\$5.90	\$2,094.50
29	PAINT MESSAGE	SF	476	\$5.90	\$2,808.40
31	FLAGGING	MH	80	\$70.00	\$5,600.00
35	AGGREGATE BASE COURSE - CL 5	CY	58	\$77.00	\$4,466.00
39	TRAFFIC CONTROL - 21ST STREET WEST	LSUM	1	\$12,268.91	\$12,268.91
TOTAL COST FOR THESE CONTRACT ADDITIONS OR DELETIONS					\$291,407.91

2. JUSTIFICATION FOR ADDITIONS OR DELETIONS TO CONTRACT

The City of Dickinson is adding a mill & overlay of 21st Street West beginning 50 feet west of Prairie Ave and ending 80 feet west of 3rd Ave W (HWY 22) to the contract. Additional Sheets 60-18 and 60-19 show the extents of the mill & overlay along with striping patterns.

In order to improve the excessive cross-slopes on the roadway, Contractor is to mill 2-1/2" at centerline and 1-3/4" below the existing curb lip. Install Asphalt Pavement at a 2" depth. A new sheet 30-5 details this plan in a typical section.

This change order adds quantities for Asphalt Repair, Milling Pavement Surface, Utility Adjustments, Asphalt Pavement, permanent striping, flagging and traffic control. A new sheet 20-13 shows a new detail for bike lane pavement marking.

3. CHANGE TO CONTRACT AMOUNT	
	ORIGINAL CONTRACT AMOUNT: \$5,973,174.92
	NET INCREASE/DECREASE FROM PREVIOUS CHANGE ORDER(S): \$40,240.04
	CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER: \$6,013,414.96
	INCREASE/DECREASE FROM THIS CHANGE ORDER: \$291,407.91
	NEW CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER: \$6,304,822.87

4. CHANGE TO CONTRACT TIMES

Original Contract Times:

Chip Seal Completion Date: *September 1, 2024*
Substantial Completion Date: *October 11, 2024*
Project Final Completion Date: *October 31, 2024*

Contract Times from previously Approved Change Orders

Chip Seal Completion Date: *September 1, 2024*
Substantial Completion Date: *October 11, 2024*
Project Final Completion Date: *October 31, 2024*

Contract Times will be Increased/Decreased because of this Change Order *8 Days*

Contract Times including this Change Order

Chip Seal Completion Date: *September 1, 2024*
Substantial Completion Date: *October 19, 2024*
Project Final Completion Date: *November 8, 2024*

5. REQUIRED SIGNATURES - Not valid until signed by Owner. Signature of Contractor indicates agreement herewith, including any adjustments in the Contract Amount or Contract Times

ACCEPTED:

By: _____
OWNER (Authorized Signature)

Name: _____

Title: _____

Date: _____

ACCEPTED:

By: _____
CONTRACTOR (Authorized Signature)

Name: _____

Title: _____

Date: _____

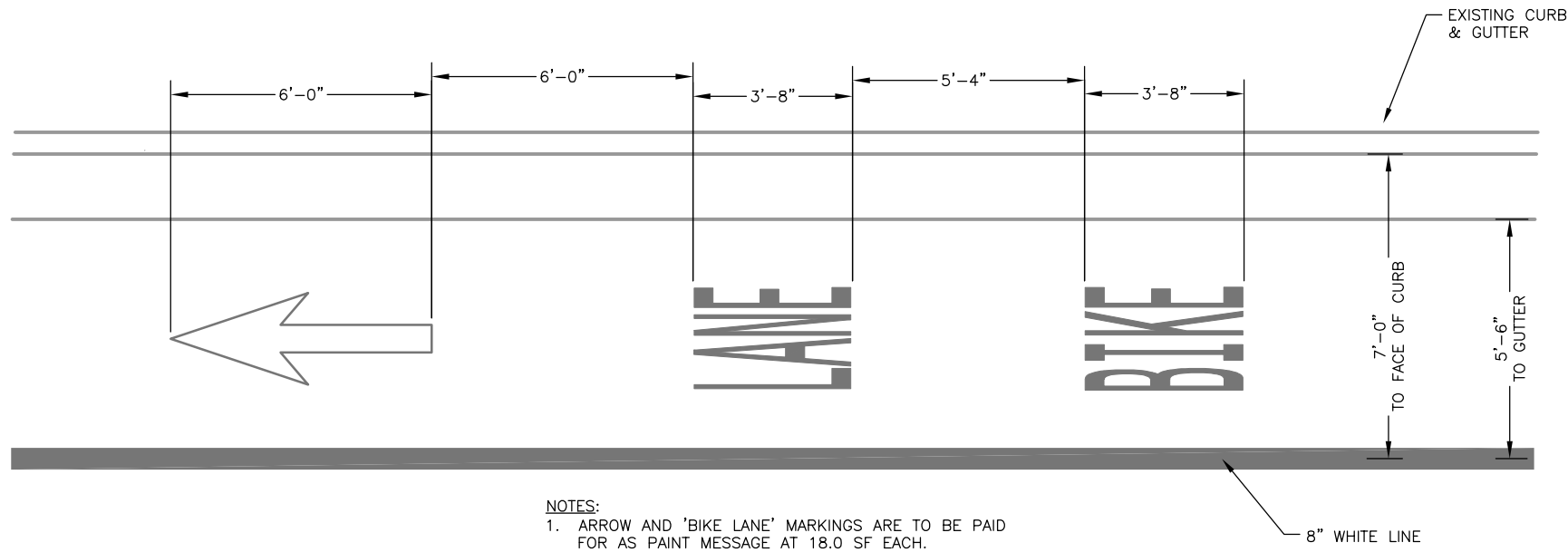
RECOMMENDED:

By: _____
ENGINEER (Authorized Signature)

Name: _____

Title: _____

Date: _____



- NOTES:**
1. ARROW AND 'BIKE LANE' MARKINGS ARE TO BE PAID FOR AS PAINT MESSAGE AT 18.0 SF EACH.
 2. AASHTO GUIDE FOR THE DEVELOPMENT OF BICYCLE FACILITIES RECOMMENDS A MIN WIDTH OF 5 FEET FROM FACE OF CURB TO CENTER OF STRIPE.

PAVEMENT MARKING FOR BICYCLE LANE
 K2.48 - NO SCALE

NO.	DATE	REVISION
2	7/10/2024	ADD BIKE LANE DETAIL FOR 21ST STREET WEST

DRAFTED MS
REVIEWED JSK
PROJECT NUMBER 2304-01041
ISSUE DATE 2/20/2024

2024 ROAD MAINTENANCE
 CITY OF DICKINSON
 DICKINSON, NORTH DAKOTA

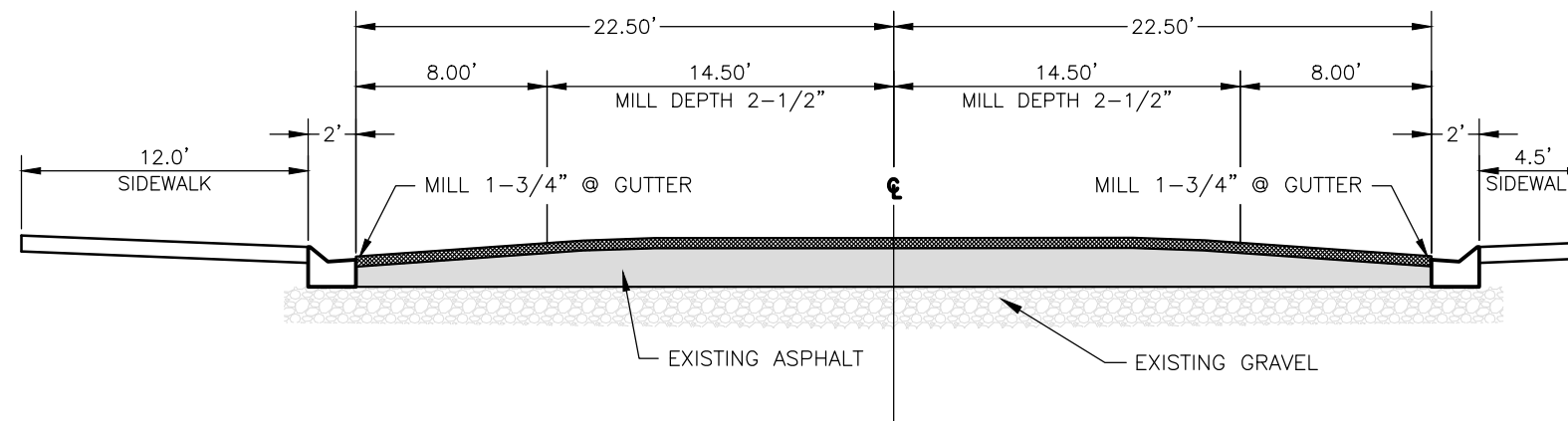
DETAILS

SHEET
 20-12



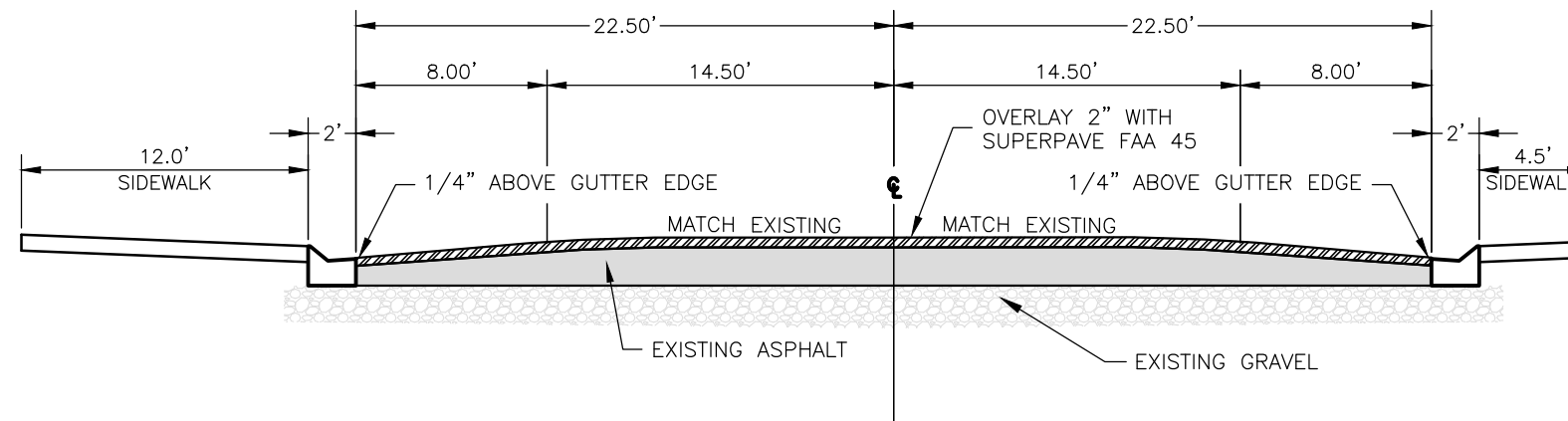
REVISION	
NO.	2
DATE	7/10/2024
	ADD MILL AND OVERLAY OF 21ST STREET WEST

DRAFTED	JSK
REVIEWED	AK
PROJECT NUMBER	2304-01041
ISSUE DATE	7/10/2024



21ST STREET W MILLING TYPICAL SECTION - WEST OF PRAIRIE AVENUE

NO SCALE
STA 611+58 TO STA 612+08

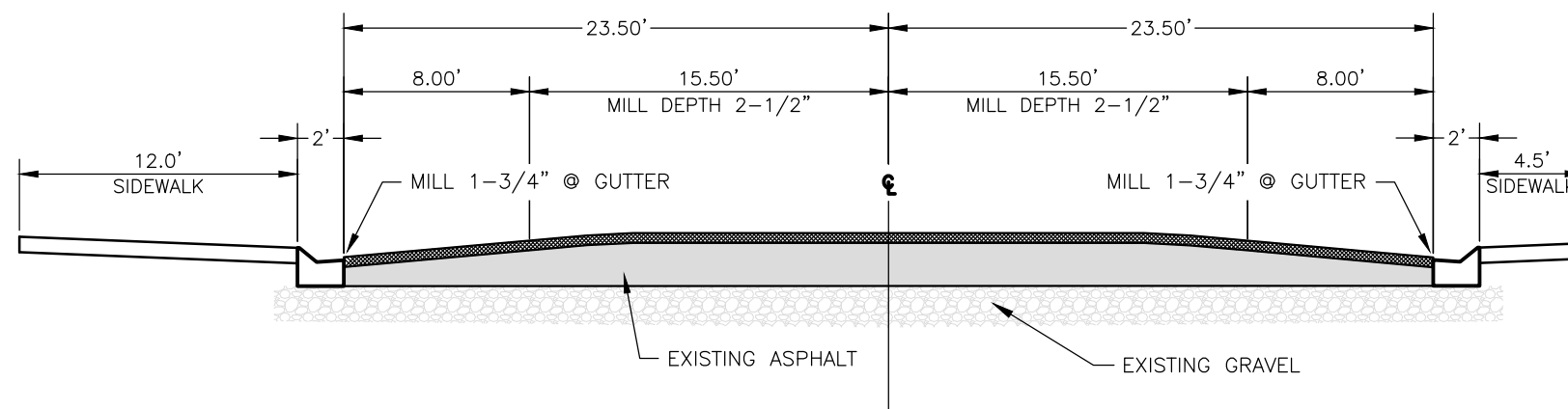


21ST STREET W OVERLAY TYPICAL SECTION - WEST OF PRAIRIE AVENUE

NO SCALE
STA 611+58 TO STA 612+08

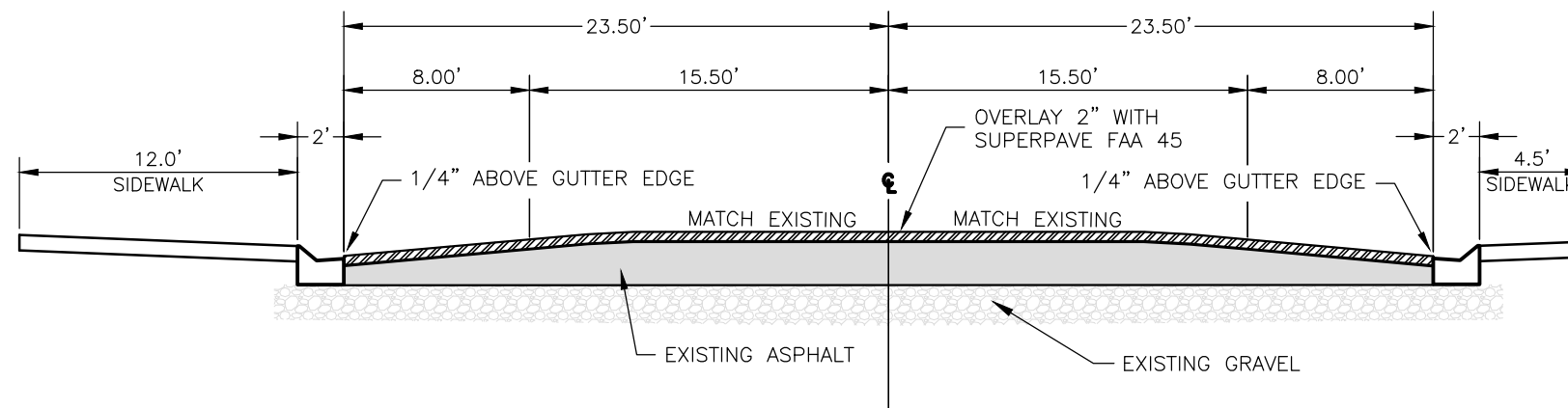
2024 ROAD MAINTENANCE
 CITY OF DICKINSON
 DICKINSON, NORTH DAKOTA
TYPICAL SECTIONS

SHEET
30-5



21ST STREET W MILLING TYPICAL SECTION - EAST OF PRAIRIE AVENUE

NO SCALE
STA 612+78 TO STA 625+24



21ST STREET W OVERLAY TYPICAL SECTION - EAST OF PRAIRIE AVENUE

NO SCALE
STA 612+78 TO STA 625+24

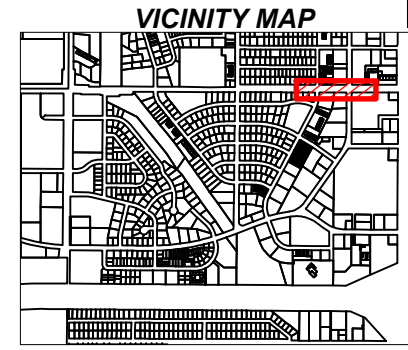
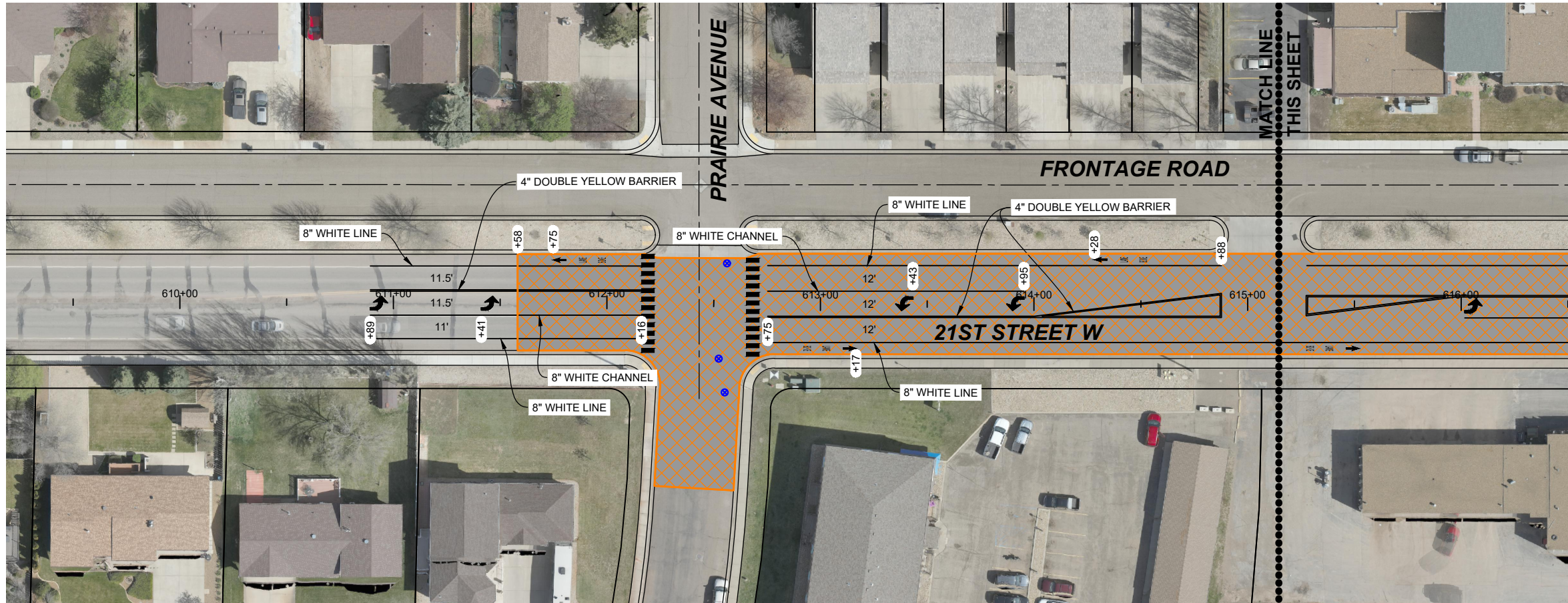
REVISION	
DATE	7/10/2024
NO.	2

DRAFTED	JSK
REVIEWED	AK
PROJECT NUMBER	2304-01041
ISSUE DATE	7/10/2024

2024 ROAD MAINTENANCE
CITY OF DICKINSON
DICKINSON, NORTH DAKOTA

TYPICAL SECTIONS

SHEET
30-6

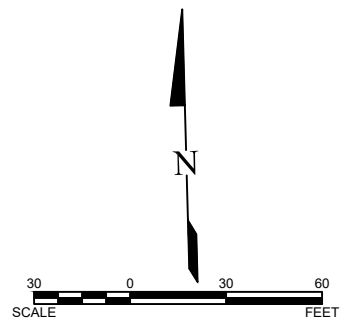
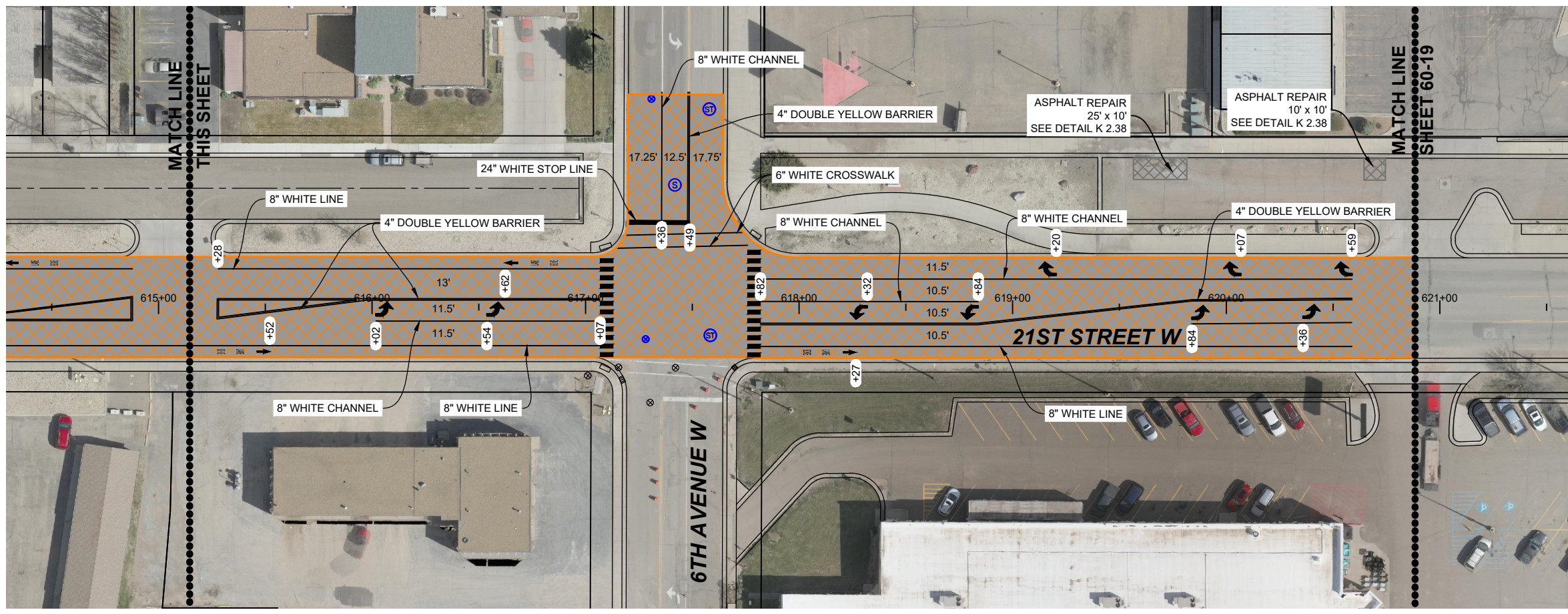


LEGEND

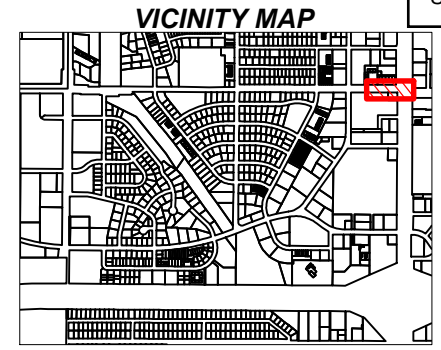
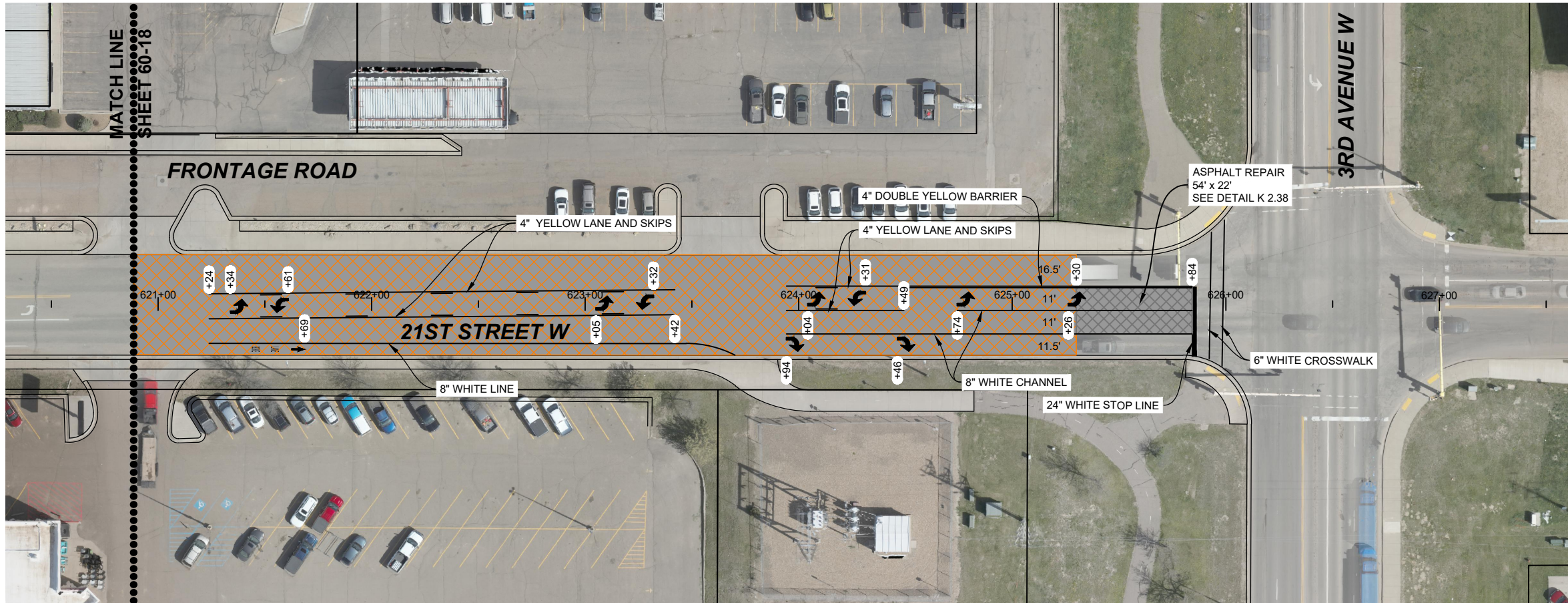
- REMOVAL OF CONCRETE/ REMOVAL OF CURB & GUTTER
- REMOVAL OF BITUMINOUS SURFACING
- MILLING AREA
- CURB & GUTTER
- CONCRETE SIDEWALK
- CONCRETE DRIVEWAY
- CONCRETE VALLEY GUTTER
- PAVING AREA
- ADJUST GATE VALVE
- ADJUST MANHOLE
- ADJUST INLET

QUANTITIES THIS SHEET

MILLING PAVEMENT SURFACE	5,512 SY
ADJUST MANHOLE	3 EA
ADJUST GATE VALVE BOX	5 EA
ASPHALT PAVEMENT	612 TON
REMOVAL OF BITUMINOUS SURFACING	39 SY
GEOSYNTHETIC MATERIAL TYPE R1	47 SY
AGGREGATE BASE COURSE - CL 5	13 CY
ASPHALT REPAIR	9 TON
4" PAINT LINE	2,050 LF
6" PAINT LINE	117 LF
8" PAINT LINE	2,220 LF
24" PAINT LINE	323 LF
PAINT MESSAGE	298 SF



2024 ROAD MAINTENANCE
 CITY OF DICKINSON
 DICKINSON, NORTH DAKOTA
21ST STREET WEST

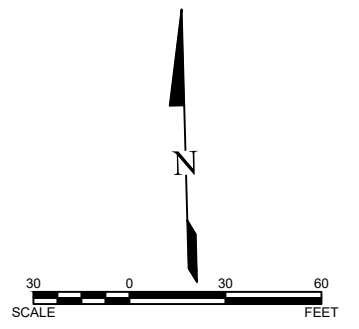


LEGEND

- REMOVAL OF CONCRETE/ REMOVAL OF CURB & GUTTER
- REMOVAL OF BITUMINOUS SURFACING
- MILLING AREA
- CURB & GUTTER
- CONCRETE SIDEWALK
- CONCRETE DRIVEWAY
- CONCRETE VALLEY GUTTER
- PAVING AREA
- ADJUST GATE VALVE
- ADJUST MANHOLE
- ADJUST INLET

QUANTITIES THIS SHEET

MILLING PAVEMENT SURFACE	2,301 SY
ASPHALT PAVEMENT	256 TON
REMOVAL OF BITUMINOUS SURFACING	134 SY
GEOSYNTHETIC MATERIAL TYPE R1	146 SY
AGGREGATE BASE COURSE - CL 5	45 CY
ASPHALT REPAIR	38 TON
4" PAINT LINE	936 LF
6" PAINT LINE	127 LF
8" PAINT LINE	547 LF
24" PAINT LINE	32 LF
PAINT MESSAGE	178 SF



REVISION	NO.	DATE	DESCRIPTION
	2	7/10/2024	ADD MILL AND OVERLAY OF 21ST STREET WEST
DRAFTED MJS			
REVIEWED JSK			
PROJECT NUMBER 2304-01041			
ISSUE DATE 2/20/2024			

2024 ROAD MAINTENANCE
CITY OF DICKINSON
DICKINSON, NORTH DAKOTA
21ST STREET WEST



PRE-APPLICATION RESPONSE

COMMUNITY DEVELOPMENT

May 16, 2024

Neveah Baranko
Plum Creek Canines
644 4th St W
Dickinson, ND 58601

RE: May 7, 2024 Pre-application Meeting Response Letter Regarding: Dog Daycare @ 644 4th Street West

Dear Ms. Baranko:

Thank you for meeting with City staff on May 7th 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 responses from the following City of Dickinson departments: Planning, Building, Engineering, Fire, Assessing, and/or Public Works. Please carefully review all information provided within this letter. Staff will remain available to answer any further questions before, during, and after development applications. Links to resources regarding development application processes are located at the end of this document.

In Attendance:

Neveah Baranko - Owner

Aaron Praus, Public Works Director
Dustin Dassinger, City Administrator
Joe Hirschfield, City Assessor
Josh Skluzacek, City Engineer/Community Development Director
Leonard Schwindt, City Building Official
Mark Selle, Deputy Fire Chief
Steve Josephson, City/County Planner
Matt Hanson, Deputy Police Chief
Sylvia Miller, Executive Assistant - Community Development

Executive Summary:

The applicant desires to operate a pet daycare named "Plum Creek Canines" at 644 4th Street West. The property is stated to be owned by the applicant although the City of Dickinson GIS records indicate the Deed Holder to be Kristena M. Meidinger. The legal description for the



property is the West 50-feet of Lots 11 and 12, Block 6, Young's 2nd Addition containing approximately 5,050 square feet or 0.12 acres. The property is zoned R-3, High Density Residential. It was stated the existing garage will be utilized for training and the pet daycare. There is an existing fence in the back yard which will be utilized to contain the dogs. The primary focus will be on obedience and behavior work for the dogs. Daily attendance of up to eight dogs is requested, but most likely four to six dogs per day will be typical. No dogs are anticipated to stay overnight, and the days of business will be Monday through Friday from 8 am through 6 pm.

Requests/Questions from the applicant:

"None"

Project Description:

"Dog Daycare and training"

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

- Pre-Application Request Form
-

**LISTED BELOW ARE THE CITY OF DICKINSON'S COMMENTS RELATED TO YOUR
PRE-SUBMITTAL REQUEST:**

Planning:

The subject property is zoned High Density Residential (R-3). Pet day care is allowed in R-3 zoning subject to approval of a special use permit by the City Commission. A public hearing before the Planning and Zoning Commission is required prior to final action by the Commission.

Special use permit (SUP) applications are noticed in The Dickinson Press two weeks prior to the Planning and Zoning Commission. The City also sends written notices of the public hearing to adjacent property owners located within 300 feet of the proposed SUP. Staff recommends discussing a proposed pet day care project with neighbors prior to submitting a SUP application.

Section 39.12.003 of the City Zoning Code describes the application requirements and approval process for special use permits. Additional requirements for a pet day care are found in both Section 39.03.019 and Section 39.06.005 of the City Zoning Ordinance. On May 7, 2024, Community Development staff forwarded Section 39.03.019 to Ms. Baranko.

According to Section 39.03. 019 of the Zoning Ordinance, the play area for pets shall provide for a minimum of 75 square feet per pet, provided that the maximum number of pets allowed at

any one facility shall be ten, including animals owned by the permit holder. Requests for a reduction of this minimum square footage requirement would require approval of a variance by the City's Board of Adjustment prior to submittal of the SUP application.

Community Development staff recommends meeting with staff of both the City Building Department and the City Fire Department prior to SUP application submittal.

Engineering:

No comments.

Assessing:

No comments.

Fire Department:

No comments.

Parks & Recreation:

No comments.

Public Works:

No comments.

Buildings:

No comments.

Thank you once again for discussing this development concept with City of Dickinson staff and please do not hesitate to contact staff further:

Community Development Administration: 701.456.7020 / sylvia.miller@dickinsongov.com

Sincerely,



Joshua M. Skluzacek
Engineering and Community Development
Director

Upon submission to the City of Dickinson, it is assumed that the application is specific to only property owned and operated by Neveah Baranko, or represented by Neveah Baranko, and the individuals listed and underlined above. By submitting this application, the applicant is acknowledging that no significant changes have occurred since the application and background information has been submitted to the City of Dickinson. If significant changes have occurred since the date of this letter, the

City of Dickinson recommendations and requirements will likely change. The City of Dickinson assumes no liability regarding financial loss if denial or withdrawal of any development applications results in negative impacts to capital investments or third-party financial agreements entered into by the applicant.

City GIS maps:

<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>

Appendices:

- A) Completed Application Requirements and Associated Fees.** All applications must be complete and submitted by the first Friday of the month prior to the desired public hearing date. The special use permit process requires a public hearing before the Planning Commission which meets on the second Wednesday of each month, and then final approval by the City Commission which meets the first and third Tuesday's of each month.

Neveah Baranko

644 4th St W

Dickinson ND 58601

plumcreek.canines@gmail.com

701-290-8715

To whom it may concern,

I hope this letter finds you well. I am writing to formally apply for a special use permit for a dog day care and training business, which I intend to operate at the address above. It is my sincere belief that this venture will serve the needs of pet owners and community members. By offering a convenient day care option for dog owners, we aim to alleviate some of the challenges faced by working individuals who may struggle to balance their professional and pet care responsibilities in a way that does not disrupt the community.

At Plum Creek Canines, our mission is to provide a safe, structured, and enriching environment for dogs while their owners are at work or otherwise occupied. Unlike typical dog daycares, Plum Creek Canines will operate using a structured schedule that rotates dogs through one-on-one activities, training, and necessary rest times. This results in calm, quiet, and better mannered dogs all around. We understand the importance of adhering to city regulations and guidelines, which is why we are seeking approval for a special use permit.

All dogs will be required to have up-to-date vaccines including rabies, distemper, and parvo. Females in heat will not be allowed to attend. Plum Creek Canines will house a maximum of 8 dogs at a time.

In order to have optimum security, we will take multiple measures. Cameras will be installed in both rooms of the garage, in the outdoor exercise areas, the exterior of the garage, and at the pick up/drop off area. When dogs are not being actively supervised, they will be in secure kennels. Plum Creek Kennels will operate using a double-barrier system. This entails using gating/fencing, closed doors, and leashes. Other than when dogs are pottying, dogs will be on leash at all times. When owners drop off dogs, they will be required to wait in their cars, and I will go out to personally bring the dog in the garage on leash. Similarly, during pick up times, I will personally take the dog out to their vehicle on leash.

Before being admitted into care, each dog will require an in-depth questionnaire to address any behavioral and health concerns. In addition, each dog will go through an in-person temperament evaluation to make sure they positively interact with other people, dogs, and are well-mannered in a daycare environment. Dogs will not be required to interact with each other and will only be in play groups of 2-3 other dogs of compatible temperaments.

The daycare will operate within the property's garage, roughly 800 square feet. Within this space, the dogs will receive personal spacious kennels as well for required rest. The fenced outdoor exercise space is roughly 255 with a gravel base. The fence is a chain link fence with privacy slats and stands at 6 feet high. It has two gates on opposite ends that will remain locked at all times. The second exercise area is between the garage and the house on the property at

roughly 275 square feet. While it is not fenced, dogs will be on leash and supervised at all times in this area. This area is primarily decking and patio tiling. All exercise areas are able to provide shade through the use of buildings/or trees. Ventilation will be provided through the means of two walk-in doors, three garage doors, and a vent. Lighting will be provided by both windows and overhead light. Dogs will only be outside while supervised.

All equipment and interiors to be used will be washable or plastic or metal to allow for easy hand-cleaning or a fabric that allows it to be cleaned through a washing machine. All food supplies will be stored in sealed containers. Uneaten food will be promptly thrown away. The on-property house will be used to wash and sanitize smaller items such as bedding, bowls, training supplies, and other such items. Spot cleaning will be conducted daily as needed to keep the facility free of accumulating hair, dirt, and other such messes. The facility will further be mopped and scrubbed with pet-friendly cleaning agents and allowed to air dry weekly, or more often as needed. All bedding, training tools, bowls, kennels, and other such supplies will be washed and sanitized between uses of dogs. During the warmer months, this space will be washed weekly or more often as needed with water. Additionally, waste will be thrown away in separate bags, within a bag-lined lidded trash can.

Fire extinguishers and alarms will be placed in both rooms of the garage. Leashes will be available on each individual kennel as well as at exits in case of an emergency.

Customers will have access to four parking spaces within the driveway.

I have applied for insurance through KennelPro.

Our goal is to promote responsible pet ownership, enhance the bond between humans and their pets, and contribute to a happier, healthier community overall. We are committed to ensuring that our business operations comply with all zoning ordinances and regulations set forth by the city. We recognize the importance of being good neighbors and will take all necessary measures to minimize any potential impact on surrounding properties.

I respectfully request that the City Commission consider our application for a special use permit favorably. I am available to provide any additional information or answer any questions you may have regarding our proposal. Thank you for your time and attention to this matter.

Sincerely,

Neveah Baranko



PLUM CREEK CANINES SUP DOG DAYCARE

To: City of Dickinson Planning and Zoning Commission
 From: City of Dickinson Community Development Services
 Date: July 3, 2024
 Re: SUP-003-2024 Special Use Permit Pet Day Care

OWNER

Kritena Messail
 644 4th Street West
 Dickinson ND 58601

APPLICANT

Neveah Baranko/Plum Creek Canines
 644 4th Street West
 Dickinson ND 58601

Public Hearing	July 10, 2024	Planning and Zoning Commission
City Commission	July 16, 2024	

Request: To consider a special use permit application for a pet day care center for a maximum of eight (8) dogs. The pet day care would be located at 644 4th Street West. The property is zoned High Density Residential (R3).

Staff recommends Approval subject to conditions.

CURRENT ZONING	R-3
FUTURE LAND USE MAP DESIGNATION	RESIDENTIAL
GROSS SITE ACREAGE	0.12

NEARBY ZONING & LAND USE		
Direction	Zoning	Land Use
North	R3	Single-family residential
East	R3	Single-family residential
South	R3	Single-family residential
West	R3	Single family residential

OPERATION: According to the applicant's transmittal letter, the proposed pet day care will service up to a maximum of eight (8) dogs.

Proposed hours of operation are 7:30 a.m. to 6:30 p.m. Mondays through Friday. The applicant indicated she will be the sole employee.

The property is developed with a single-family residence and an 800 square foot detached accessory structure. The day care will operate within the 800 square foot detached accessory structure.

The applicant proposed a minimum of four (4) off street parking spaces to be located on the detached accessory structure's driveway.

The applicant proposed to utilize two outdoor exercise area:

- An outdoor 255 square foot exercise area with a six-foot chained link fence; and
- A 275 square foot patio area where dogs will be on leashes.

According to Section 39.06.005g. of the City Zoning Ordinance any portion of the premises where pets are permitted outdoors shall have be fenced in accordance the City code. Such fence shall be maintained in good condition so as to mitigate the visual and audial effects of the operation, and to properly contain any pets permitted in that area.

According to Section 39.06.005g. of the City Zoning Ordinance the applicant shall maintain the following:

- Current vaccination records;
- An insurance policy specific to the risks associated with operating a pet day care center which shall include, but not be limited to, coverage protecting the general public in the event of animal bites and property damage caused by loose or escaped animals;
- The play area for pets shall provide for a minimum of 75 square feet per pet, provided that the maximum number of pets allowed at any one facility shall be ten, including animals owned by the permit holder. The permit issued by the City shall be displayed prominently at the site, and shall contain the calculation of the Planning Department as to the authorized number of animals.

Section 39.06.005g. of the City Ordinance also requires the following:

- The permit holder shall appear annually before the Planning and Zoning Commission for renewal of the permit. The Planning Department may require an annual site inspection prior to renewal;
- Any permit issued under this Section shall be non-transferrable as to the permit holder and/or the premises to be permitted. A permit holder may not relocate their operation using the same permit. A permit approved at a particular location may not be transferred to a new individual or business; and
- Complaints regarding dog bites, nuisance animals, or excess noise shall be investigated by the Police Department.

COMPATIBILITY WITH LOCAL USES: The proposed Pet Day Care would be located in an existing single-family structure within a residential neighborhood. As a pet day care generally serves as a residential support service, the proposed location is in an appropriate location.

COMPLIANCE WITH ZONING REGULATIONS: According to Table 4-2 as found in Section 39.04.005 of the Zoning Code, operation of a Pet Day Care center in the R-3 zoning district requires approval of special use permit by the City Commission.

Staff reviewed the proposed Pet Day Care using the criteria in Table 12-1 as found in Section 39.12.003 of the Zoning Code. Staff found the proposed Pet Group Day Care met those criteria. In accordance with Section 39.12.003 of the Zoning Code, the SUP shall become void two years after its effect date if the applicant has not carried out development or occupancy during that period. Also, in accordance with Section 39.12.003 of the Zoning Code, the City Commission may revoke a Special Use Permit should the operation of the use subject to such permit violate the conditions under which the permit was granted

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

Staff Recommendation: The City Community Development Team staff recommends approval subject to the following conditions:

- **The maximum number of pets shall be limited to eight (8).**
- **Operation of the pet day care center shall be as described in this staff report as well as in the material found in Attachment A.**
- **All outdoor areas shall be fenced in accordance with the City Zoning Ordinance.**
- **The permit holder shall appear annually before the Planning and Zoning Commission for renewal of the permit. The Planning Department may require an annual site inspection prior to renewal.**
- **The SUP approval shall expire with any change in ownership. All subsequent owners of the property shall be required to reapply for SUP approval.**
- **Operation of the Pet Day Care Center shall comply with all applicable City, County, State and Federal regulations.**

MOTIONS:

*****Approval*****

*"I move the City of Dickinson Planning and Zoning Commission recommend approval of **the SUP -003-2024 Plum Creek Canines Pet Day Care** petition, subject to the conditions above, as being consistent with the City of Dickinson Comprehensive Plan and as being compliant with the City of Dickinson Zoning Ordinance and also being in the interest of the public health, safety and welfare "*

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

1. _____;
2. _____.

*****Denial*****

*"I move the Dickinson Planning and Zoning Commission recommend Denial of **SUP -003-2024 the Plum Creek Canines Pet Day Care** petition as NOT being consistent with the City of Dickinson Comprehensive Plan and as not being compliant with the City of Dickinson Zoning Ordinance and as being contrary to interest of the public health, safety and welfare."*

SPECIAL USE PERMIT (SUP-003-2024)- To consider a Special Use Permit for a Pet Day Care facility to be located at 644 4th Street West in the City of Dickinson. Both the City Planning and Zoning Commission and Community Development staff recommend approval subject to conditions. Interim Planner Steve Josephson will present.

From: Jotform
To: [Sylvia Miller](#); [Sylvia Miller](#); [Steven Josephson](#); [Dustin D. Dassinger](#); [Leonard W. Schwindt](#); [Joshua Skluzacek](#); [Nicole Snyder](#); [Nicole Snyder](#)
Subject: Re: Unified Development Application
Date: Thursday, June 6, 2024 9:02:24 AM
Attachments: [5934953257446488937_signature_19.png](#)
[5934953257446488937_signature_23.png](#)
[Plum_Creek_Canines_Pre-Application_Letter.pdf](#)
[deed.pdf](#)
[K E Y \(1\).png](#)
[Transmittal Letter.pdf](#)
[5934953257446488937_signature_19.png](#)
[5934953257446488937_signature_23.png](#)



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: [Plum Creek Canines Pre-Application Letter.pdf](#)

Type of Development

Name

Company

Applicant Email

Applicant Phone #

Owner Name

Owner Address

Owner Email

Owner Phone #

Is the owner present to Sign Yes

Signature

Kristi Messall

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

No

	1/4 Section	Township	Range
Description	SW ¹ / ₄ of the NE ¹ / ₄ of Section 4	Richardton	96 West

Legal - Lot/Block/Addition

	Lot	Block	Addition
Description	11,12	6	Young's Second

Property Address / General Project Location

466 4th St W Dickinson ND 58601

Total Square Footage or Acreage of Subject Property

Roughly 7475 sq ft

Existing Future Land Use Map Category

Residential

Existing Zoning

R3 - High Density Residential

Existing Use

Residential Single Family

Overlay District Description

N/A

Special Use Permit for the following Use:

Dog day care

Site Exhibit - Not Less than 1" = 20' Scale

[KEY \(1\).png](#)

Transmittal Letter (Explanation of Request & Proposed Operations)

[Transmittal Letter.pdf](#)

Rezone Calc Multiplier

0

Minor Platting Multiplier 0

Prelim Platting Multiplier 0

Major Platting Multiplier 0

Application Calc 350

Deed for Property [deed.pdf](#)

Application Fees Applicable Fees 350.00 USD

Total: \$350.00

Transaction ID: p1tvhswg

Payer Information

First Name: Neveah

Last Name: Baranko

E-Mail plumcreek.canines@gmail.com

Applicant Signature



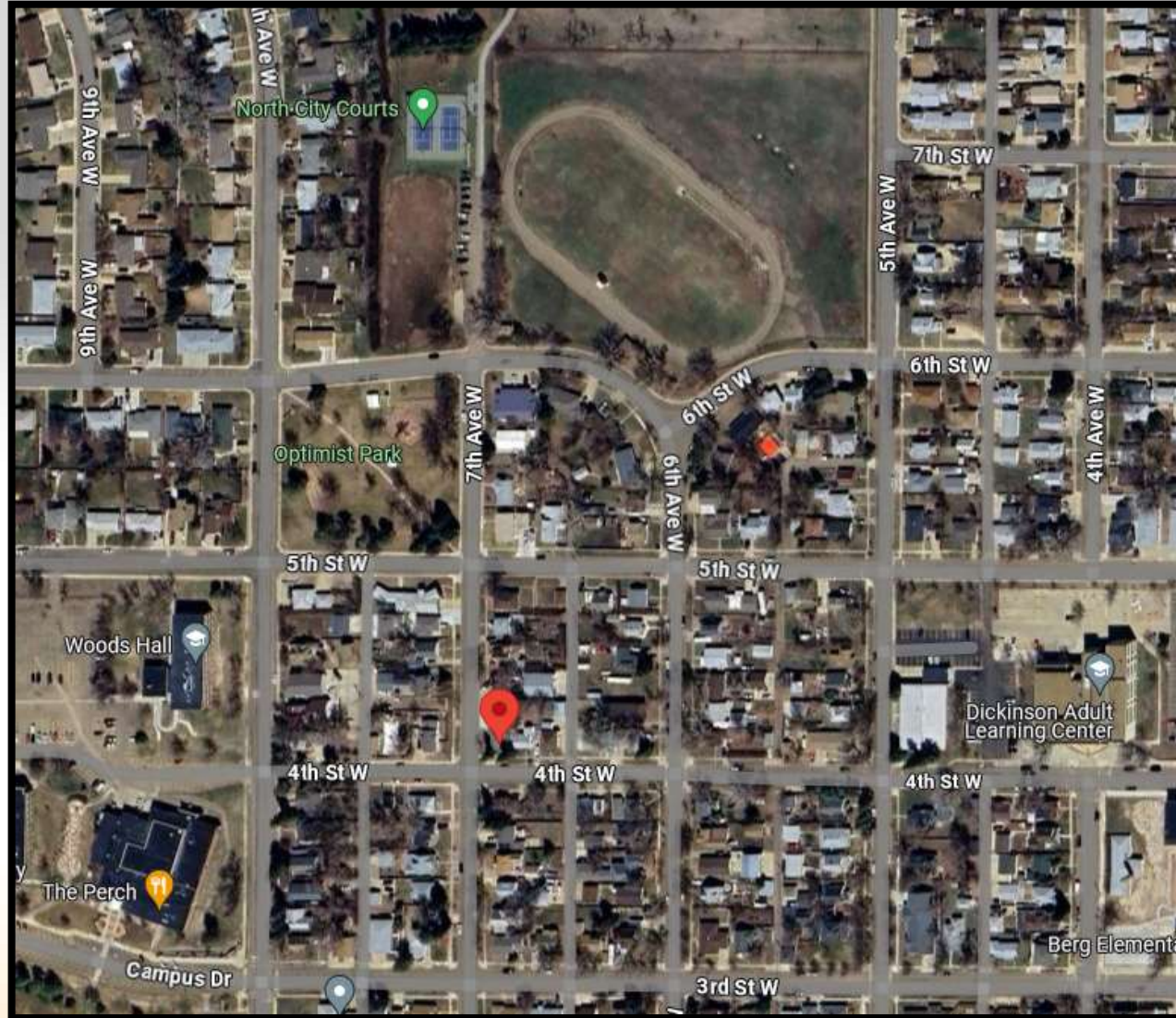
Date 06-06-2024

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

PLUM CREEK CANINE PET CARE CENTER SUP-003-2024 ZONING MAP



PLUM CREEK CANINES – SUP DOG DAYCARE



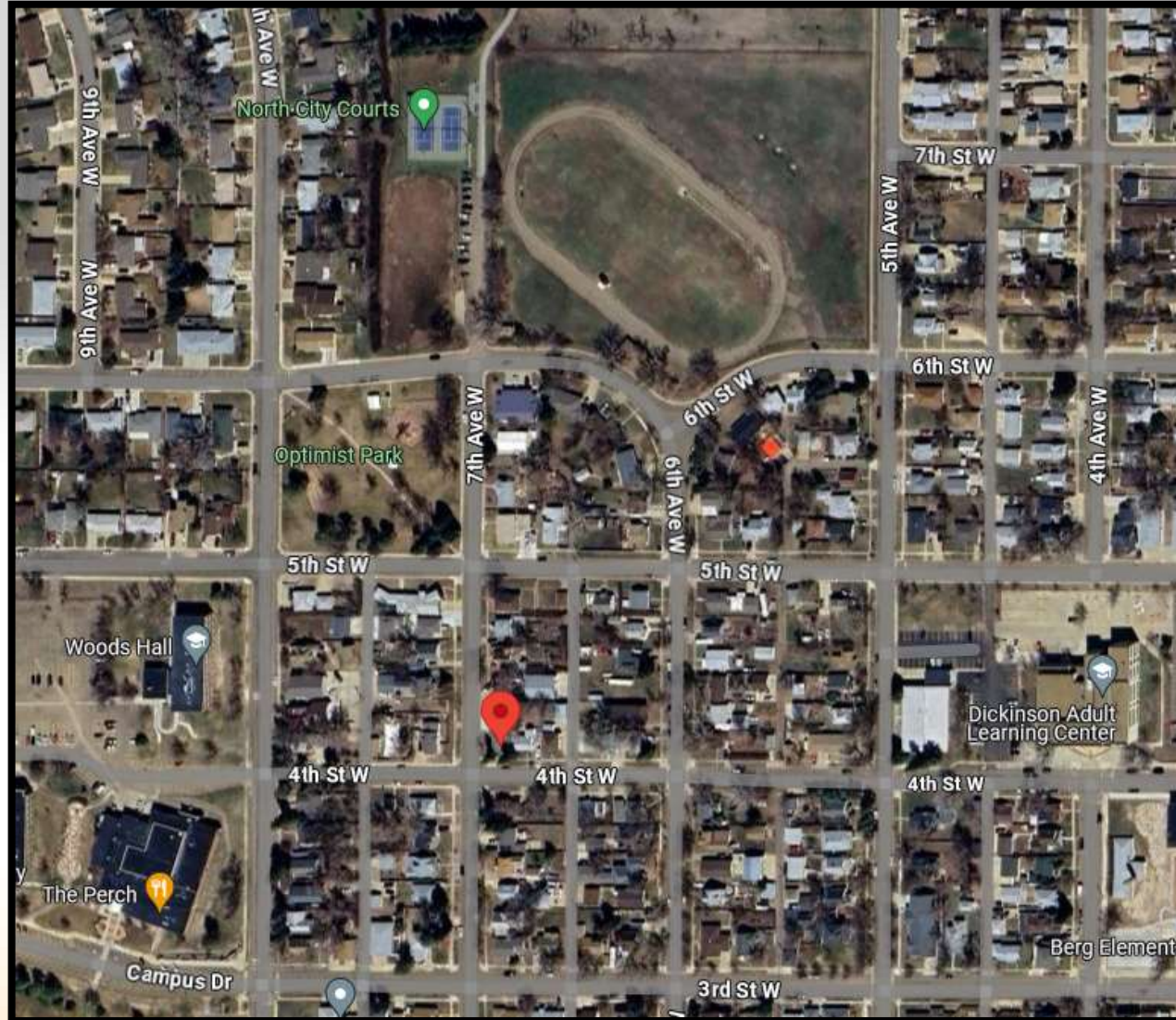
Plum Creek Canines – Dog Daycare SUP

Presented by: City/County Planner, Steve Josephson

Consideration to Approve



PLUM CREEK CANINES – SUP DOG DAYCARE



RESOLUTION NO. _____ - 2024

A RESOLUTION APPROVING A SPECIAL USE PERMIT TO PLUM CREEK CANINES FOR A PET CARE LOCATED AT 644 4TH STREET WEST, DICKINSON, ND

WHEREAS, Dickinson City Code §39.12.003 allows the Board of City Commissioners to grant discretionary approval for certain uses within zoning districts that have unusual site development or operating characteristics; and

WHEREAS, Dickinson City Code §39.12.003 allows the Board of City Commissioners to establish such conditions and regulations for approval of a special use permit as the Board may deem appropriate; and

WHEREAS, the City has received a request for a special use permit from Plum Creek Canines for a pet day care, which is a discretionary use provided for in the Dickinson City Code; and

WHEREAS, the Dickinson Planning and Zoning Commission has met and heard public testimony regarding this matter, and recommends approval of the special use permit, subject to the conditions noted below;

NOW, THEREFORE, BE IT RESOLVED that the Board of City Commissioners for the City of Dickinson, North Dakota, hereby grants a special use permit, as provided in Dickinson City Code §39.12.003, to Plum Creek Canines:

644 4th Street West, Dickinson, ND 58601
Lot 11 and 12, Block 6, Young’s Second Addition

The Special Use Permit is subject to the following conditions:

1. The maximum number of pets shall be limited to eight (8).
2. Operation of the pet day care center shall be as described in this staff report as well as in the material found in Attachment A to the Staff Report.
3. All outdoor areas shall be fenced in accordance with the City Zoning Ordinance.
4. The permit holder shall appear annually before the Planning and Zoning Commission for renewal of the permit. The Planning Department may require an annual site inspection prior to renewal.
5. The SUP approval shall expire with any change in ownership. All subsequent owners of the property shall be required to reapply for SUP approval.
6. Operation of the Pet Day Care Center shall comply with all applicable City, County, State and Federal regulations.

Dated this _____ day of July, 2024.

Scott Decker, President
Board of City Commissioners

ATTEST:

Dustin Dassinger
Dickinson City Administrator

RESOLUTION NO. _____ – 2024

A RESOLUTION CREATING A VOLUNTARY SPECIAL ASSESSMENT FOR SANITARY SEWER SERVICE

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

WHEREAS, the City of Dickinson has established a mechanism to allow citizens to special assess certain 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 Board of City Commissioners desires to establish a special assessment district for the year 2024 for the purpose of allowing property owners to amortize the cost of certain improvements as allowed by the City.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF CITY COMMISSIONERS, as follows:

1. A special assessment for the replacement of sanitary sewer to the following parcel shall be assessed:

Parcel

The East Ninety-One Feet (E 91’) of Lot One (1), and the East Ninety-One Feet of the North Five Feet (E 91’ of the N 5’) of Lot Two (2), Block Ten (10), Young’s Second Addition to the City of Dickinson

Owner of Record

Bruce J. and Renae L. Leiss

2. Cost of improvements are estimated at \$7,500. The final cost of improvements shall be assessed against the parcel for ten (10) years at a rate of 5.9%.

Dated this _____ day of July 2024.

Scott Decker, President
Board of City Commissioners

ATTEST:

Dustin Dassinger
Dickinson City Administrator



Engineering Memorandum

July 8, 2024

RE: July 16th Commission Meeting

2024 WATER MAIN AND LEAD SERVICE LINE REPLACEMENT SANITARY SEWER REPLACEMENT SID RESOLUTION

For your consideration is a resolution to authorize the voluntary special assessment for the sanitary sewer service replacement for the property owners Bruce J. and Renae L. Leiss at the parcel description of: East Ninety-One Feet (E 91') of Lot One (1), and the East Ninety-One Feet of the North Five Feet (E 91' of the N 5') of Lot Two (2), Block Ten (10), Young's Second Addition to the City of Dickinson. The physical address of the property is 43 6th Avenue West.

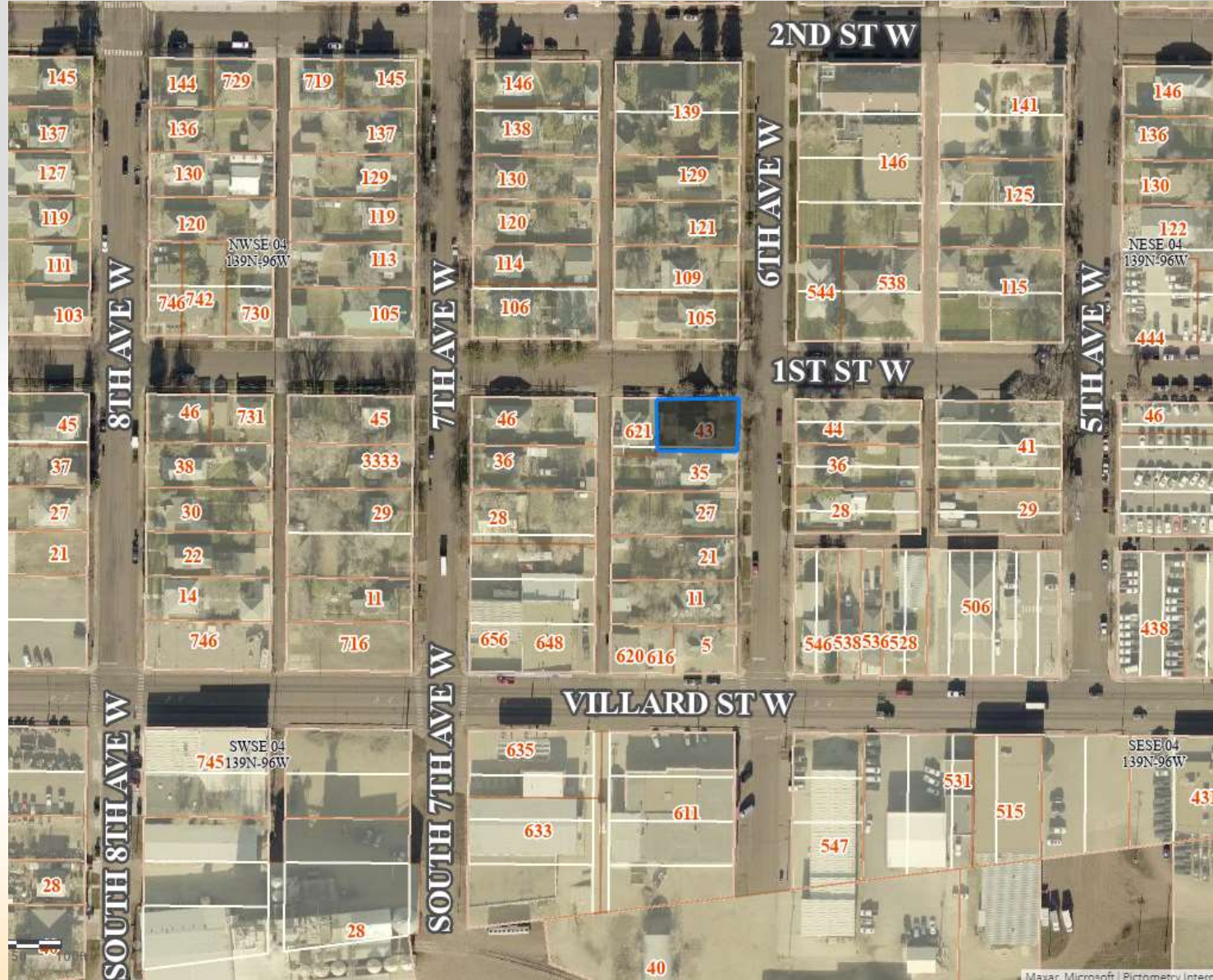
The estimated cost for the sanitary sewer service replacement is **\$7,500.00**. The terms for the special assessment will match the Special Improvement District 202402-1 which is 5.9% interest over a 10-year term. The SID 202402-1 was approved by the City Commission at the January 23, 2024 City commission meeting.

The property owner is voluntarily requesting the sanitary sewer service be replaced with the City project while the contractor is onsite and available.

The city engineering staff recommends approval.



2024 Watermain & Lead Service Line Replacement Project Sanitary Sewer Service Replacement Special Assessment



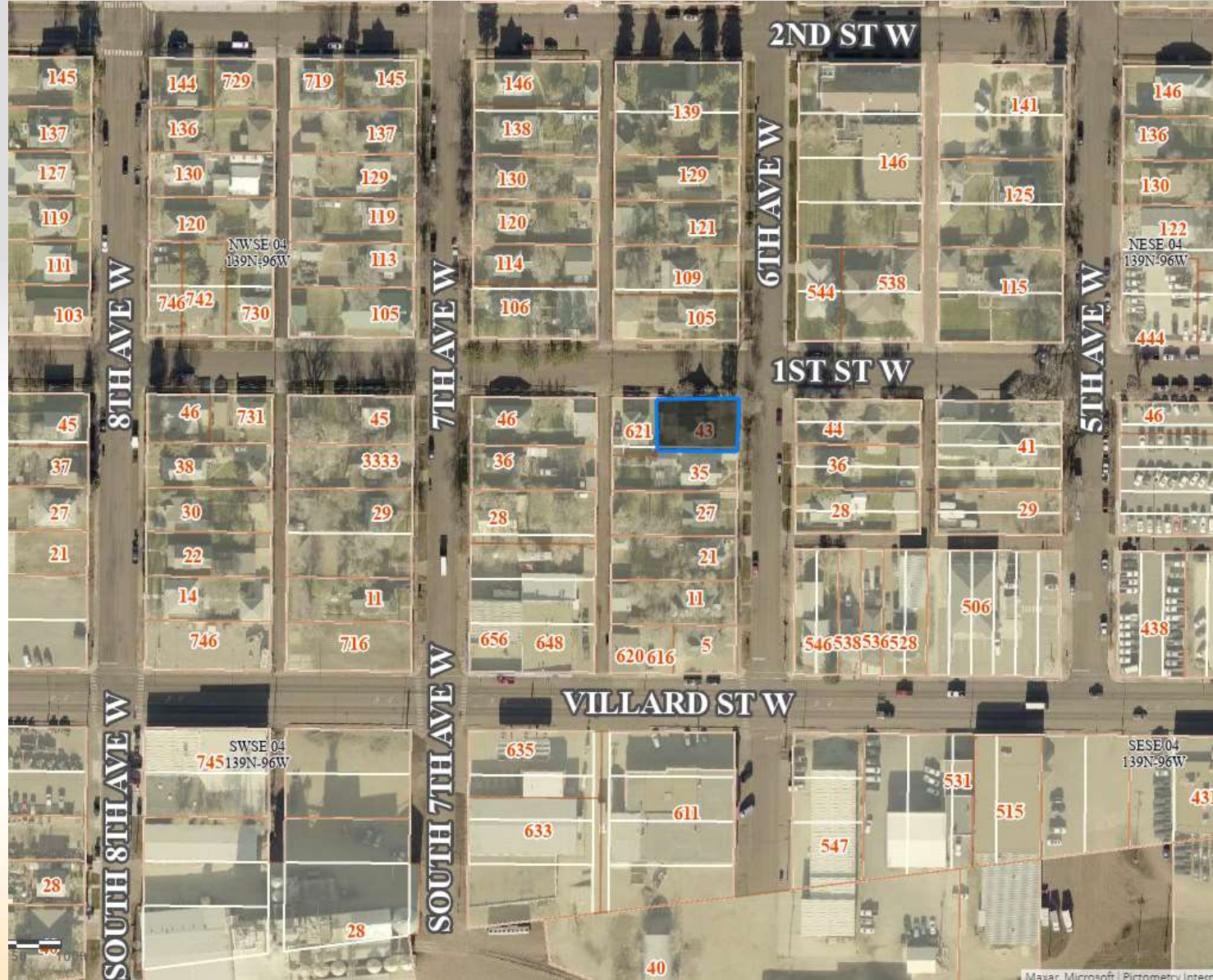
Sanitary Sewer Service Replacement SID Resolution for 43 6th Ave W

Presented by: City Engineer/Community Development Director, Josh Skluzacek

Consideration to Approve



2024 Watermain & Lead Service Line Replacement Project Sanitary Sewer Service Replacement Special Assessment





DICKINSON STATE UNIVERSITY



Ag/Tech Renovation Project

Telephone
701-483-2486

Address
291 Campus Drive
Dickinson, ND 58601

Website
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

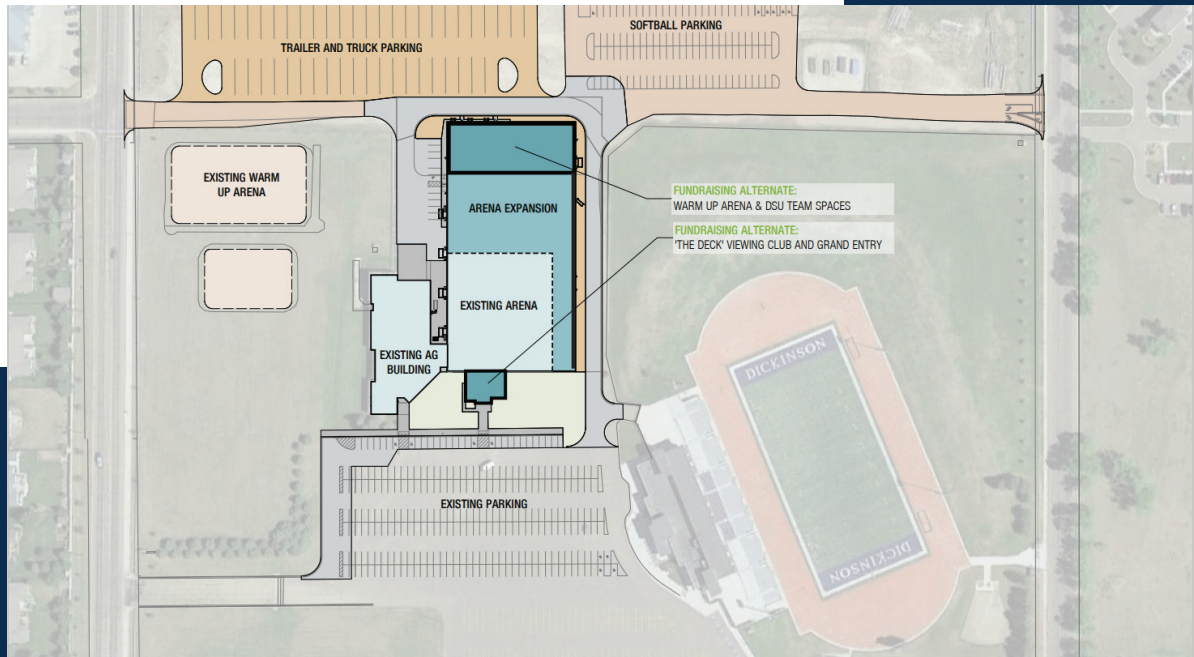
- Potential events:
- Indoor Rodeos
 - Clinics/Schools
 - Ag Based Programing
 - Entertainment

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
of the DSU Indoor Arena.

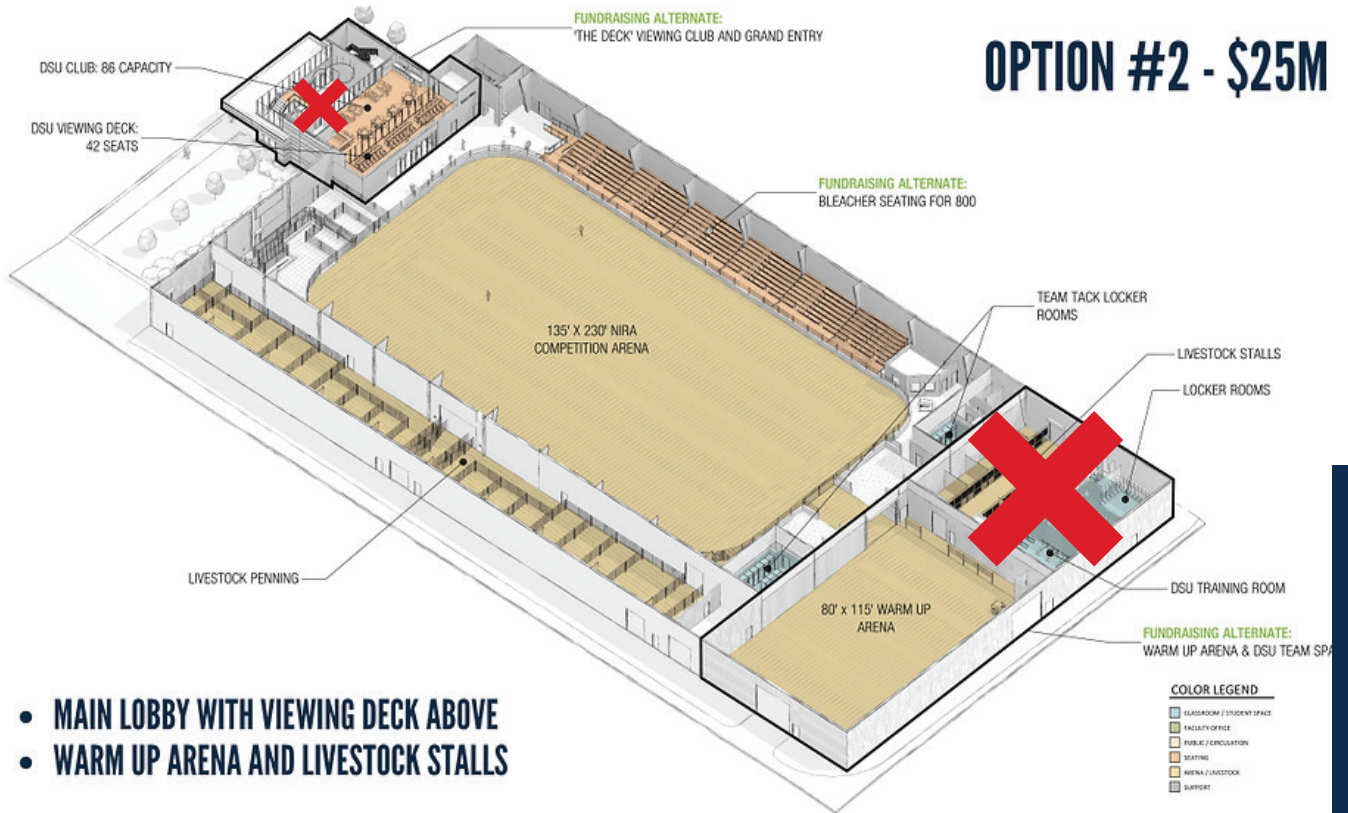
- Complete main lobby with viewing deck and conference room
- Indoor practice area and indoor livestock stalls
- Complete exterior renovation



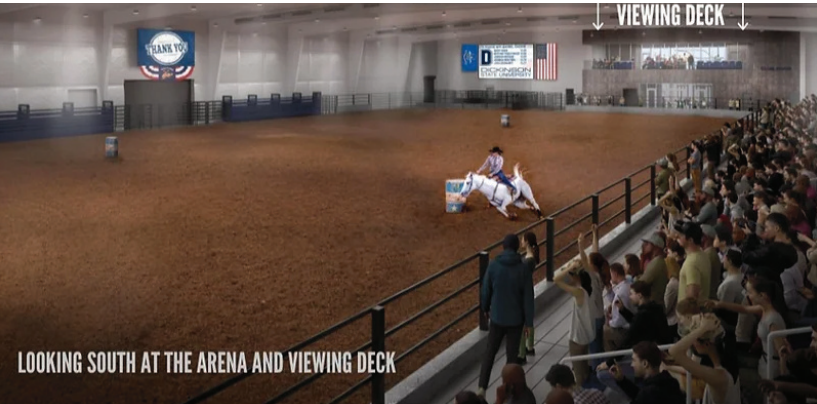
DSU AG BUILDING AND INDOOR ARENA
EXTERIOR VIEW - FUNDRAISING ALTERNATE
FEBRUARY 04, 2024 | AUG 2018 | © 2024 JLG ARCHITECTS



OPTION #2 - \$25M



- MAIN LOBBY WITH VIEWING DECK ABOVE
- WARM UP ARENA AND LIVESTOCK STALLS



LOOKING SOUTH AT THE ARENA AND VIEWING DECK



INSIDE THE VIEWING DECK THAT HAS A CAPACITY OF 150

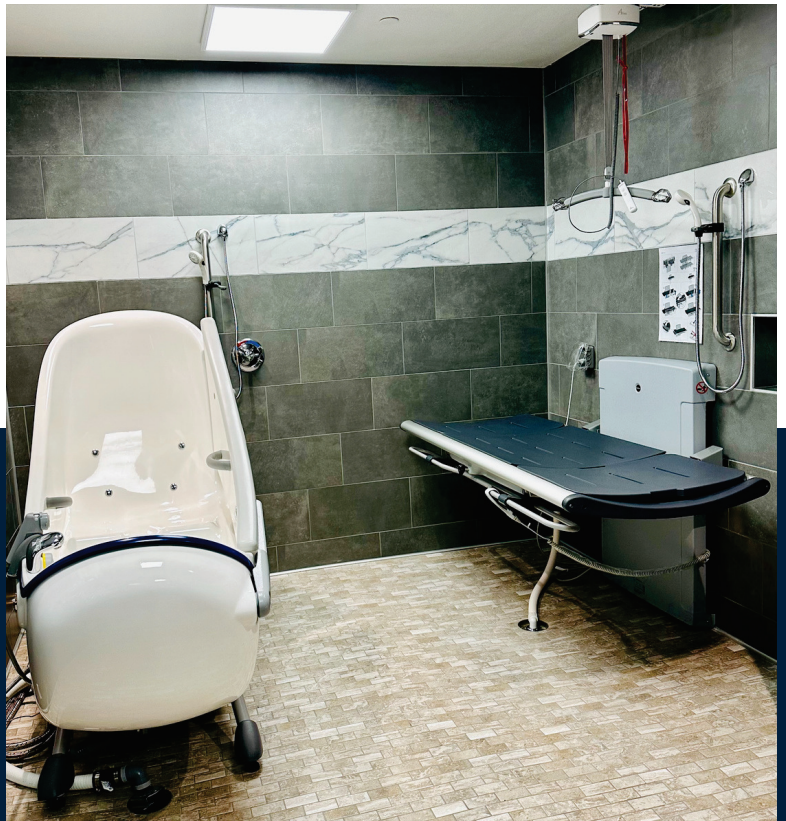


MAIN LOBBY AREA WITH VIEWING DECK ABOVE

OPTION #2 -
INTERIOR DETAILS (\$25M)

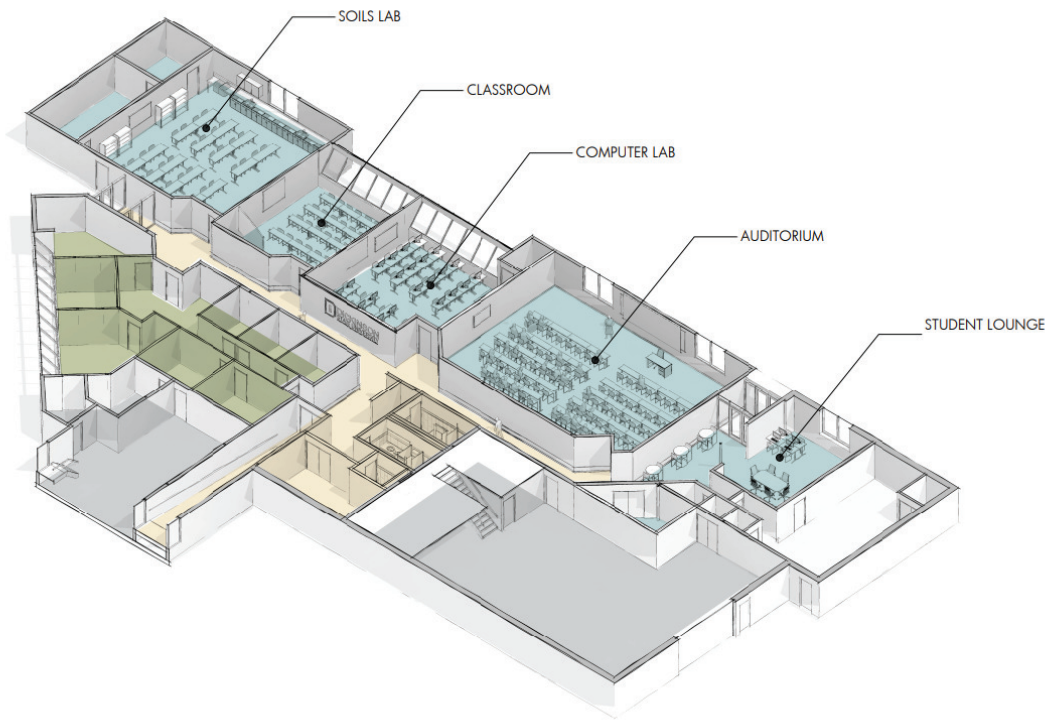
Universal adult changing area.

- Provides an accessible bathtub, ceiling track lift system, shower, adult changing table, in addition to the standard restroom amenities.



D DICKINSON[®]
STATE UNIVERSITY

DSU HERITAGE
Foundation



COLOR LEGEND

Light Blue	CLASSROOM / STUDENT SPACE
Light Green	FACULTY OFFICE
Light Yellow	PUBLIC / CIRCULATION
Light Orange	SEATING
Light Grey	ARENA / LIVESTOCK
Dark Grey	SUPPORT



DSU AG BUILDING AND INDOOR ARENA

AG CLASSROOM BUILDING - AXON PLAN

FEBRUARY 24, 2024 | JLG 23183 | © 2024 JLG ARCHITECTS



COMMUNITY DEVELOPMENT

- Renovation of a facility for DSU and community
- Serving the community need for an indoor riding arena
- Providing educational space for training

EXAMPLE COMMUNITY SCHEDULE

*Estimated DSU daily practice 2-7PM (MST)

MONDAY - Community Barrel Racing Practices

TUESDAY - Community Team Roping Practices

WEDNESDAY - Training With DSU Rodeo Team

THURSDAY - *Open Ride or Community Event

FRI - SUN - *Open Ride or Community Event



With this facility, our community could host 20+ spectator rodeo, equine, or other performances and events annually.

The additional warm-up space provides potential for other DSU and community events.

OPTION #1 - EXTERIOR VIEW \$18M

The exterior view of the \$18M renovation for the DSU Indoor Arena.

- No main lobby
- No practice area or indoor livestock stalls
- No enclosed roughstock area
- Existing siding remains



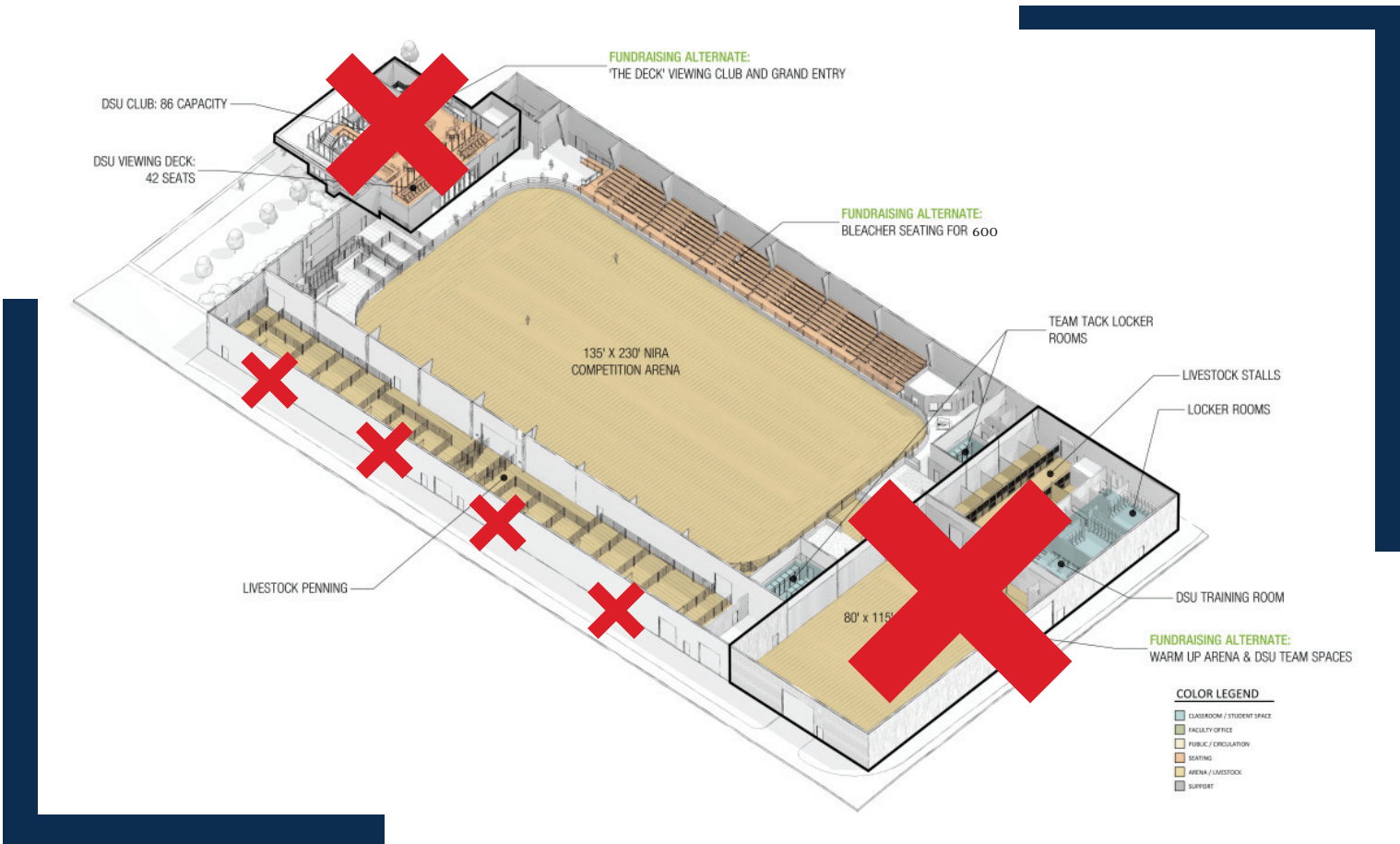
DSU AG BUILDING AND INDOOR ARENA
EXTERIOR VIEW - BASE BID DESIGN
FEBRUARY 24, 2024 | 450 27182 | © 2024 JLG ARCHITECTS



OPTION #1 - EXTERIOR VIEW \$18M

The exterior view for the \$18M renovation for the DSU Agriculture Building.

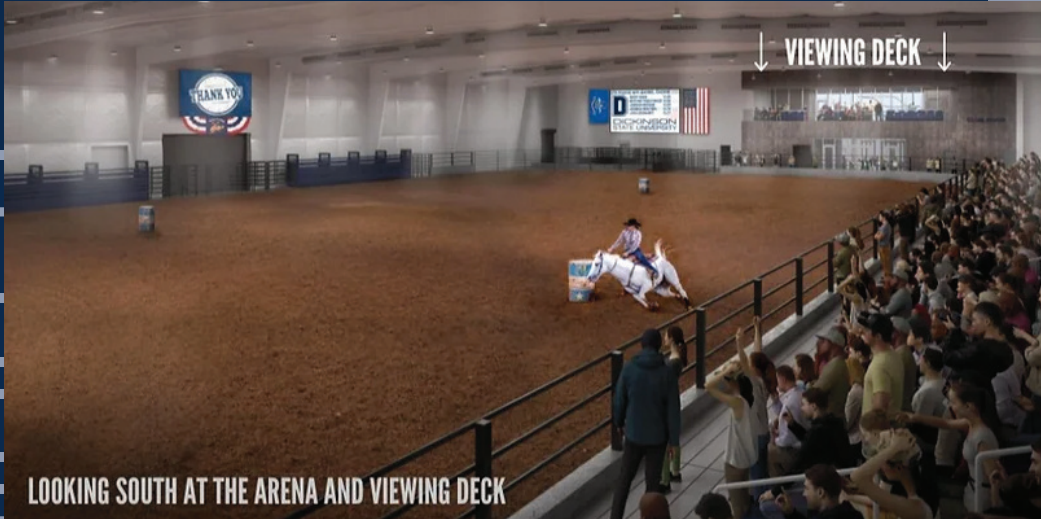




ANNUAL EXPENSE BREAK DOWN



- 1 FTE- \$60,000
- INDOOR MAINTENANCE OF ARENA - \$25,000
- PER SQUARE FOOT OPERATION -
- EQUIPMENT EXPENSES - \$20,000



THANK YOU



NORTH COAST HIAWATHA INFORMATION PROVIDED BY THE DR&MR CLUB

The Dickinson Railfanning & Model Railroading Club is giving this presentation in hopes of telling the Dickinson City Commission more information on Amtrak's *North Coast Hiawatha*.

A SHORT HISTORY OF THE DICKINSON RAILFANNING & MODEL RAILROADING CLUB

- The Dickinson Railfanning & Model Railroading Club (DR&MR Club) was founded in 2023 to provide a communication link between Dickinson-area railfans and model railroaders.
- Railfanning is the hobby of watching trains.
- This DR&MR Club presentation will show some additional accurate information on the *North Coast Hiawatha*.
- If anyone is interested in joining the DR&MR Club, please talk to Marek Ficek after the presentation is over.
- If you have any questions about the information in this presentation, please feel free to interrupt.

THE *EMPIRE BUILDER*

- The *Empire Builder* is named after a former Great Northern Railroad train of the same name. In North Dakota it runs along the same route, which passes through Fargo, Grand Forks, Minot, and Williston.
- Let us consider a railfan taking a trip on the *Empire Builder* from Fargo to Minneapolis. He must arrive at the Fargo station before 3:29 AM. The train will arrive in Minneapolis at 8:39 AM. He will pay at least \$41. If he wants a private compartment, then he must pay an impressive \$193! The trip will take him 5 hours and 4 minutes.
- The *Empire Builder* runs along BNSF's High Line, the former Great Northern mainline. It is a more efficient rail line than the former Northern Pacific mainline that Dickinson is on.

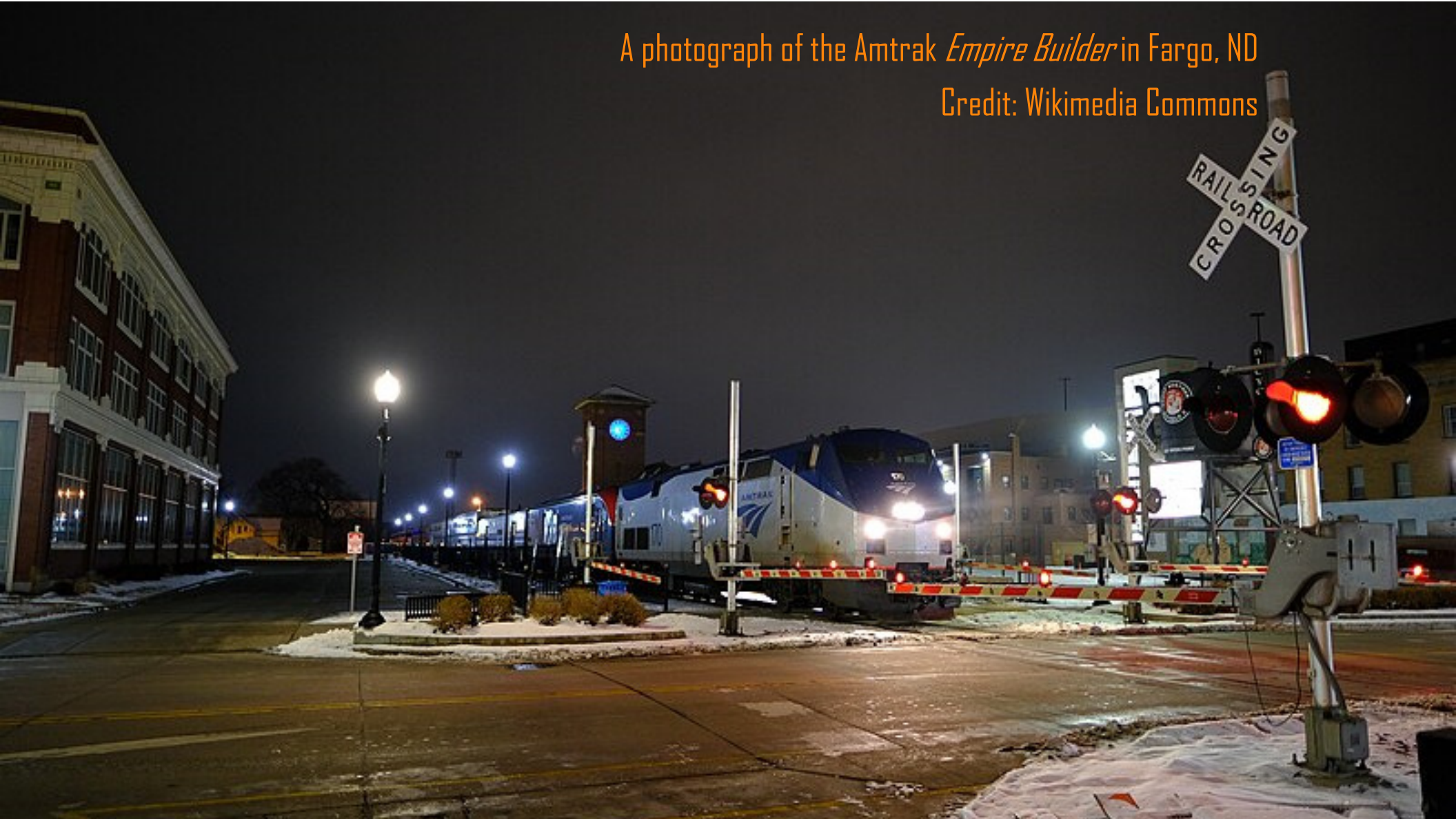
A postcard picture of the Great Northern *Empire Builder* somewhere
in Washington
Credit: Wikimedia Commons



THE *EMPIRE BUILDER* (CONT.)

- In 2022, the *Empire Builder* carried 295,000 passengers. It had a gross revenue of \$49,600,000. Only 65% of the \$76,300,000 cost of operating the train is recovered in the revenue. However, it is the most popular long-distance Amtrak train and the second most “profitable”.
- In 2022, \$6.731 billion was appropriated federally to operate Amtrak. Amtrak has never been able to make a profit or even pay for itself. According to the federal DOT, Amtrak has a net revenue of *negative* \$5,668,700,000.
- Big Sky Passenger Rail Authority mentioned the *Empire Builder* in their presentation, but had several inaccuracies—most notably the revenue from it.

A photograph of the Amtrak *Empire Builder* in Fargo, ND
Credit: Wikimedia Commons

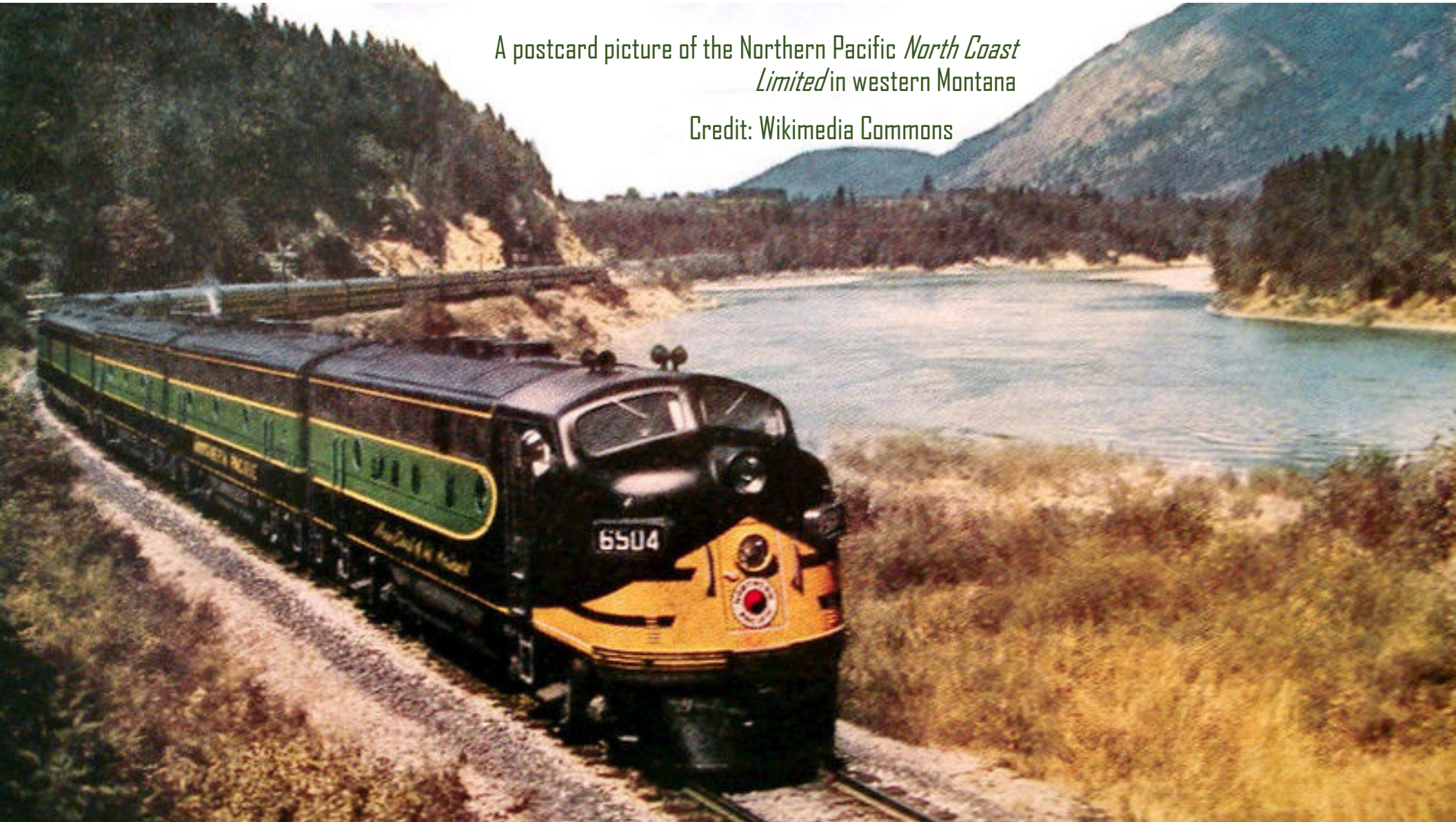


THE *NORTH COAST HIAWATHA*

- The *North Coast Hiawatha* grew out of the *North Coast Limited* and the *Mainstreeter*. Both of these were operated by the Northern Pacific. The *North Coast Limited* was the NP's premier train, while the *Mainstreeter* was the cheaper (and slower) version. However, in the 1960s and 1970s, the Railroad Depression began.
- The Railroad Depression was the result of heavy government subsidization of airlines and the creation of the Interstate and highway road systems. This caused many railroads to lose money, particularly in passenger service. Many railroads went bankrupt. In order to alleviate the Railroad Depression, the government created Amtrak in 1970. Amtrak nationalized passenger service and weakly struggled on. In 1971 Amtrak took over the *North Coast Limited*, merging it, the Milwaukee Road's *Hiawatha*, and the *Mainstreeter* into the *North Coast Hiawatha*. Thus began its uncertain existence.

A postcard picture of the Northern Pacific *North Coast Limited* in western Montana

Credit: Wikimedia Commons



THE *NORTH COAST HIAWATHA* (CONT.)

- The *North Coast Hiawatha* ran until 1979, passing through such towns as Fargo, Jamestown, Bismarck, and Dickinson. Then, along with several other trains, it was discontinued due to Amtrak's particularly devastating finances. The *Empire Builder* was kept due to its greater efficiency. **The *North Coast Hiawatha* recovered only ¼ of its 24 million dollar operating costs in 1979.**
- Railroads that work with Amtrak can provide some combination of rolling stock, money, or trackage rights to Amtrak. However, railroads partnered with Amtrak cannot run their own passenger trains. Amtrak owns very little trackage; it primarily uses the trackage of other railroads, such as BNSF. BNSF runs through Dickinson.

It would be cheaper to buy every Chicago-Seattle rail passenger a free \$170 plane ticket and two drinks than it is to operate the [*North Coast*] *Hiawatha*.

—US Secretary of Transportation Brock Adams, 1979

A picture of the Amtrak *North Coast Hiawatha* at Missoula, MT

Credit: Wikimedia Commons



THE *NORTH COAST HIAWATHA* (CONT.)

- Montana has been the most vocal supporter of the train's return, with the latest attempt being the Big Sky Passenger Rail Authority.
- In 2009, Amtrak published a feasibility study on returning the *North Coast Hiawatha*. This study projected a ridership of approximately 359,800 on a daily schedule. It was thought that some of these would have otherwise used the *Empire Builder*. Amtrak estimated that \$1 billion would be needed to restart the train. More than \$300 million of this would be for rolling stock. After it would be agreed upon, they estimated that it would take 4-5 years for the service to actually return. Counting the Big Sky Passenger Rail Authority's 8 estimated minimum years to get them to begin, that is at least 12 years of waiting for the train.

WHAT'S AN AMSHACK?

- Amtrak, perpetually broke, wants to save money. They have attempted to standardize stations. This has largely resulted in quite a few very small stations. **These small, unmanned stations were not unlike a bus stop. It did not take long for them to be called "Amshacks". It is very likely that Amtrak will construct one of these, rather than use the existing depot. Even if the depot is put in good condition, it still will need to be maintained—very expensive.**
- Even if an Amshack is not used, Amtrak may construct a more traditional station rather than use the original depot. Even in Fargo, where there is not one but two depots, Amtrak still has a small station.



A picture of an Amshack next to the original depot in Rowlesburg, WV

Credit: Wikimedia Commons

Amtrak can't even keep the "0" on their
Fargo station from falling down!
Credit: DR&MR Club Archives



TRUE ADVANCED PROPULSION

- Big Sky Passenger Rail Authority mentioned that one of their goals is for the *North Coast Hiawatha* to have "advanced propulsion": hydrogen. In comparison to what is known as a straight-electric locomotive, a hydrogen locomotive is impractical and inefficient. A typical diesel-electric locomotive, as used almost exclusively on BNSF, is extremely efficient. Electric power is generated by the diesel engine, sent to the control stand, and from there to the motors. On a straight electric, the power is instead picked up from a catenary or a third rail. Straight electrics are more efficient than all other locomotives. Additionally, they are far less volatile than battery-electrics and hydrogen. The Wabash Cannonball is a lot better than the Wabash Fireball!
- So, why don't all the railroads use them? The catenary or third rail tends to be extremely expensive to install.

OTHER REPERCUSSIONS

- Big Sky Passenger Rail Authority suggested that the *North Coast Hiawatha* would allow for improved freight service. On a small branchline, the upgrades needed to handle passenger traffic would indeed allow for faster freight. However, Dickinson is on BNSF's mainline. The only things that would be needed are stations and sidings—neither of which would affect freight traffic.
- Big Sky Passenger Rail Authority wanted the *North Coast Hiawatha* to run two round trips every day. Very few of Amtrak's trains run more than one roundtrip each day. Those that do generally run short distances between highly populated cities on the East and West Coasts. It is unlikely that the *North Coast Hiawatha* would receive such treatment. Even when it existed, it spent much of its life on a tri-weekly schedule.
- Big Sky Passenger Rail Authority was right in that businesses are going to want to be near the station, but there are very few people who want a train honking all night long next to their house!
- All those passengers are going to want to cross Villard Street. More crosswalk lights or, preferably, signals, would be a safe choice.

OTHER SOLUTIONS

- \$ 1. The City of Dickinson helps to subsidize a small company that runs along some or all of the proposed route. Subsidization is not always a good thing, however.
- \$ 2. The City of Dickinson does not necessarily need passenger service. Part of the reason that Amtrak kept the *Empire Builder* and not the *North Coast Hiawatha* was that the *North Coast Hiawatha* route had better transportation options such as the Interstate, Highway 10, and the airports. Why not put that money to more urgent usage, such as repairing the poor NP caboose in Prairie Outpost Park? The caboose is badly damaged.
- \$ 3. Money does not need to be spent. Save it for future projects.

NP caboose 4030

Credit: DR&MR Club Archives



SUMMARY

- Amtrak is largely unprofitable and the *North Coast Hiawatha* would significantly increase federal taxes.
- Big Sky Passenger Rail Authority's presentation was misleadingly optimistic.
- Dickinson does not *require* passenger service, having other options.
- It is doubtful if the Big Sky Passenger Rail Authority will have much control of the situation.
- Even if Amtrak were to return, it is questionable if the desired effect would happen. The situation may have significantly changed in 12-plus years that it will take to bring the *North Coast Hiawatha* back.

SOURCES

Trains

- <https://www.trains.com/trn/railroads/history/amtraks-creation-story-a-nitty-gritty-narrative-about-the-origins-of-the-national-passenger-railroad-corp/?influencer=hindsight>
- <https://www.trains.com/ctr/photos-videos/photo-of-the-day/north-coast-limited/>

The Diesel Shop

- http://www.thedieselshop.us/Electric_Intro.HTML
- <http://www.thedieselshop.us/AMTRAK.HTML>

Amtrak

- <https://www.amtrak.com/home>

SOURCES (CONT.)

Wikipedia

- <https://en.wikipedia.org/wiki/Amtrak>
- [https://en.wikipedia.org/wiki/Empire Builder](https://en.wikipedia.org/wiki/Empire_Builder)
- [https://en.wikipedia.org/wiki/North Coast Hiawatha](https://en.wikipedia.org/wiki/North_Coast_Hiawatha)

Federal DOT

- [https://www.bts.gov/archive/publications/multimodal transportation indicators/2015 08/passenger/amtrak miles](https://www.bts.gov/archive/publications/multimodal_transportation_indicators/2015_08/passenger/amtrak_miles)
- <https://www.bts.gov/content/average-passenger-revenue-passenger-mile>
- <https://rosap.ntl.bts.gov/view/dot/54902>
- Many assorted railroad-related articles from numerous sources, official railroad documents, and lots of personal experience with the railroads.



Produced by Pleasant Valley Siding Imagery

And

The Dickinson Railfanning & Model Railroading Club

THE DR&MR
CLUB



Engineering Memorandum

July 10, 2024

RE: July 16th Commission Meeting

FEMA MODEL ORDINANCE ADOPTION FOR FLOODPLAIN MANAGEMENT

For your consideration is a Floodplain Management Ordinance to repeal and replace the existing Ordinance 1404 which is the Flood Damage Prevention Ordinance which was approved on November 1, 2010 by the City Commission. The new model ordinance is the recommended ordinance for all communities to adopt in North Dakota being it meets all Federal and State requirements for communities due to the Flood Insurance Rate Map (FIRM) update for Stark County. The new FIRM update will become effective August 28, 2024. By adopting this model ordinance, the City of Dickinson will be eligible to continue participation in the National Flood Insurance Program (NFIP). This new floodplain Management Ordinance will be incorporated into Article 14 of the City of Dickinson Municipal Code. Ordinance 1404 was a stand alone ordinance that was difficult to find being it was not incorporated into the Municipal Code.

The city engineering staff recommends approval.



ORDINANCE NO. XXXX

AN ORDINANCE AMENDING AND RE-ENACTING CHAPTER 14 OF THE CITY CODE OF THE CITY OF DICKINSON, NORTH DAKOTA, RELATING TO FLOOD PREVENTION

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

Section 1: Chapter 14 of the City Code of the City of Dickinson is hereby repealed and replaced as follows:

FLOODPLAIN MANAGEMENT ORDINANCE

SECTION 14.01

STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE, AND OBJECTIVES

14.01.00 STATUTORY AUTHORIZATION

The Legislature of the State of North Dakota has in North Dakota Century Code, Chapters 40-47, 11-33 and 58-03, delegated responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry.

Therefore, the Board of the City Commissioners of The City of Dickinson, North Dakota does ordain as follows:

14.01.002 FINDINGS OF FACT

- (1) The flood hazard areas of The City of Dickinson are subject to periodic inundation which can endanger life, result in loss of property, create health and safety hazards, disrupt commerce and governmental services, cause extraordinary public expenditures for flood protection and relief, and impair the tax base, all of which adversely affect the public health, safety, and general welfare.
- (2) Flood losses caused by the cumulative effect of obstructions in the special flood hazard areas cause increases in flood heights and velocities. Inadequately floodproofed, elevated or otherwise unprotected structures also contribute to the flood loss.

14.01.003 STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety, and general welfare, and to minimize public and private losses due to flood conditions in specific areas by provisions designed:

- (1) To protect human life and health;
- (2) To minimize expenditure of public money for costly flood control projects;
- (3) To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) To minimize prolonged business interruptions;
- (5) To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets, and bridges located in special flood hazard areas;
- (6) To help maintain a stable tax base by providing for the second use and development of special flood hazard areas so as to minimize future flood blight areas;
- (7) To ensure that potential buyers are notified that property is in a special flood hazard area;
- (8) To ensure that those who occupy the special flood hazard areas assume responsibility for their actions.

14.01.004 METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this ordinance includes methods and provisions for:

- (1) Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
- (2) Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
- (4) Controlling filling, grading, dredging, and other development which may increase flood damage; and,
- (5) Preventing or regulating the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards in other areas.

SECTION 14.02
DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

"Appeal" means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance or a request for a variance.

"Base flood or 100-year flood" means the flood having a one percent chance of being equaled or exceeded in any given year.

"Base Flood Elevation" (BFE) means the height of the base flood or 100-year flood usually in feet, measured in the same datum (either NAVD88 or NGVD29) as the FIRM.

"Basement" means any area of the building having its floor subgrade (below ground level) on all sides.

"Best Available Data" (BAD) means water elevation information from any source used to estimate or determine a base flood elevation (i.e. high water mark).

"Community" means any political subdivision that has the authority to zone, or any Indian tribe or authorized tribal organization, which has authority to adopt and enforce flood plain management regulations for the areas within its jurisdiction.

"Conveyance or hydraulic conveyance" means a geometric characteristic of a river or watercourse at a given point that determines the flow-carrying capacity at that point.

"Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations located within the special flood hazard area.

"Existing Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

"Expansion to an Existing Manufactured Home Park or Subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufacturing homes are to be affixed (including the installation of utilities,

the construction of streets, and either final site grading or the pouring of concrete pads).

"Flood Insurance Rate Map" (FIRM) means the official map issued by the Federal Emergency Management Agency where special flood hazard areas are designated as Zone A, AE, AO, AH, A1-A30 or A-99.

"Flood Insurance Study" (FIS) means the official report provided by the Federal Emergency Management Agency that includes flood profiles, the Flood Insurance Rate Map, and the water surface elevation of the base flood.

"Flood" or "flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters and/or; from the unusual and rapid accumulation or runoff of surface waters from any source.

"Floodproofing" (Dry) means protection provided a structure, together with attendant utilities and sanitary facilities, which is watertight two feet above the base flood elevation with walls that are substantially impermeable to the passage of water.

"Floodway or regulatory floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

"Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Lowest floor" means the lowest floor of a structure including the basement.

"Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle" but does include "mobile home".

"Manufactured Home Park or Subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"New construction" means structures for which the "start of construction" commenced on or after the effective date of this ordinance.

"New Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

"Person" means any person, firm, partnership, association, corporation, limited liability company, agency, or any other private or governmental organization, which includes any

agency of the United States, a state agency, or any political subdivision of the state.

“Reasonably safe from flooding” means base flood waters will not inundate the land or damage structures to be removed from the special flood hazard area, and that any subsurface waters related to the base flood will not damage existing or proposed buildings.

“Recreational vehicle” means a vehicle which is:

- (a) built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) designed to be self-propelled or permanently towable by a light duty truck;
- (d) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational camping, travel, or seasonal use; including, but not limited to;
- (e) travel trailers, trailers on wheels, park-model trailers, and other similar vehicles.

“Special Flood Hazard Area” (SFHA) means an area of land that would be inundated by a flood having a one percent chance of being equaled or exceeded in any given year.

“Start of construction” includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement, or other improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

“Structure” means a walled and roofed building, including manufactured homes and gas or liquid above-ground storage tanks.

“Substantial damage” means damage of any origin sustained by a structure whereby the cost of restoring the building to its pre-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

“Substantial improvement” means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either:

- (1) Before the improvement or repair is started; or

- (2) If the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

The term does not, however, include either:

- (1) Any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions; or
- (2) Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

“Watercourse” means only the channel and banks of an identifiable watercourse, and not the adjoining floodplain areas. The flood carrying capacity of a watercourse refers to the flood carrying capacity of the channel, except in the case of alluvial fans, where a channel is not typically defined. The definition of watercourse in N.D.C.C. § 61-01-06 is not applicable in this ordinance.

“Variance” means a grant of relief from the requirements of this ordinance which permits construction in a manner that would otherwise be prohibited by this ordinance.

“Violation” means the failure of a structure or other development to be fully compliant with the community’s flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required by the community’s floodplain management ordinance is presumed to be in violation until such time as that documentation is provided.

SECTION 14.03
GENERAL PROVISIONS

14.03.001 LANDS TO WHICH THIS ORDINANCE APPLIES

This ordinance shall apply to all special flood hazard areas within the jurisdiction of The City of Dickinson.

14.03.002 BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS

The special flood hazard areas identified by the Federal Emergency Management Agency in a scientific and engineering report entitled “The Flood Insurance Study for Stark County, dated August 28, 2024” with an accompanying Flood Insurance Rate Map(s) is hereby adopted by reference and declared to be a part of this ordinance. The Flood Insurance Study is on file at 38 1st Street West, Dickinson, ND.

14.03.003 COMPLIANCE

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations.

14.03.004 GREATER RESTRICTIONS

This ordinance is not intended to repeal, remedy, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

14.03.006 INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and,
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

14.03.007 WARNING AND DISCLAIMER OR LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This ordinance does not imply that land outside the special flood hazard areas or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of The City of Dickinson, any officer or employee thereof, or the Federal Emergency Management Agency, for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

14.03.008 SEVERABILITY

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of law, the remainder of this ordinance shall not be affected and shall remain in full force.

SECTION 14.04
ADMINISTRATION

14.04.001 ESTABLISHMENT OF DEVELOPMENT PERMIT

A development permit shall be obtained before construction or development begins within any special flood hazard area established in Section 3.2. Application for a development permit shall be made on forms furnished by the Floodplain Administrator and may include, but not be limited to: plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill storage materials, drainage facilities; and the location of the foregoing. Specifically, the following information is required:

- (1) Elevation in the same datum (either NAVD88 or NGVD29) as the FIRM, of the lowest floor of all structures;
- (2) Elevation in the same datum (either NAVD88 or NGVD29) as the FIRM to which any structure has been floodproofed;
- (3) Certification by a registered professional engineer or architect that the floodproofing methods for any non-residential structure meet the floodproofing criteria in Section 5.2-2; and,
- (4) Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

14.04.002 DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The Floodplain Administrator is hereby appointed to administer and implement this ordinance by granting or denying development permit applications in accordance with its provisions.

14.04.003 DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties of the Floodplain Administrator shall include, but not be limited to:

14.04.003.1 Permit Review

- (1) Review all development permits to determine that the permit requirements of this ordinance have been satisfied.
- (2) Approve or deny all applications for development permits required by adoption of this ordinance.
- (3) Review all development permits to determine that all necessary permits have been obtained from those federal, state, or local governmental agencies from which prior approval is required.

- (4) Review all development permits to determine if the proposed development is located in the floodway. If located in the floodway, assure that the encroachment provisions of Section 5.4 are met.

14.04.003.2 Use of Other Base Flood Data

When base flood elevation data has not been provided in accordance with Section 3.2, BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS, the Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation data and floodway data available (known as best available data) from any other federal, state, or other source, as criteria for requiring that new construction, substantial improvements, or other development in the floodplain are administered in accordance with Section 5.2, SPECIFIC STANDARDS.

14.04.003.3 Information to be Obtained and Maintained

- (1) Obtain and record the actual elevation (in the same datum (either NAVD88 or NGVD29) as the FIRM), of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement.
- (2) For all new or substantially improved floodproofed structures:
 - (i) obtain and record the actual elevation (in the same datum (either NAVD88 or NGVD29) as the FIRM), to which the structure has been floodproofed;
 - (ii) maintain the floodproofing certifications required in Section 4.1(3).
- (3) Maintain for public inspection all records pertaining to the provisions of this ordinance.

14.04.003.4

The responsible person shall:

- (1) Notify nearby communities, water resource districts, and the North Dakota Department of Water Resources, as necessary, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
- (2) Require that maintenance is provided within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished; and,
- (3) Notify the appropriate water resource district prior to removal or

placement of fill within two hundred feet of the bank of a body of water during normal flow or stage.

14.04.003.5 Interpretation of Flood Insurance Rate Map (FIRM) Boundaries

Make interpretation where needed, as to the exact location of the boundaries of the special flood hazard areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 4.4.

14.04.003.6 Encroachment Analysis

When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one foot, provided that the community first applies for and receives a Conditional Letter of Map Revision (CLOMR) through FEMA.

14.04.004 VARIANCE PROCEDURE

14.04.004.1 Appeal Board

- (1) The Board of Adjustments as established by the City of Dickinson shall hear and decide appeals and requests for variances from the requirements of this ordinance.
- (2) The Board of Adjustments shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.
- (3) Those aggrieved by the decision of the Board of Adjustments, or any taxpayer, may appeal such decision to the District Court, as provided in N.D.C.C. §§ 40-47-11, 11-33-12, or 58-03-14.
- (4) In passing upon such applications, the Board of Adjustments shall consider all technical evaluations, all relevant factors, standards specified in other sections of this ordinance; and:

- (i) the danger that materials may be swept onto other lands to the injury of others;
 - (ii) the danger to life and property due to flooding or erosion damage;
 - (iii) the susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (iv) the importance of the services provided by the proposed facility to the community;
 - (v) the necessity to the facility of a waterfront location, where applicable;
 - (vi) the availability of alternative locations, for the proposed use which are not subject to flooding or erosion damage;
 - (vii) the compatibility of the proposed use with existing and anticipated development;
 - (viii) the relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - (ix) the safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (x) the expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
 - (xi) the costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.
- (5) Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre to less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items (i-xi) in Section 4.4-1(4) have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
- (6) Upon consideration of the factors of Section 4.4-1(4) and the purposes of this ordinance, the Board of Adjustments may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
- (7) The Floodplain Administrator shall maintain the records of all appeal actions

the report any variances to the Federal Emergency Management Agency upon request.

14.04.004.2 Conditions for Variances

- (1) Variances may be issued for the reconstruction, rehabilitation, or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this section.
- (2) Variances shall not be issued within the identified floodplain if any increase in flood levels during the base flood discharge would result.
- (3) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (4) Variances shall only be issued upon:
 - (i) a showing of good and sufficient cause;
 - (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant; and,
 - (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, cause fraud on or victimization of the public as identified in Section 4.4-1(4), or conflict with existing local laws or ordinances.
- (5) Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

SECTION 14.05 PROVISIONS FOR FLOOD HAZARD REDUCTION

14.05.001 GENERAL STANDARDS

In all special flood hazard areas the following standards are required:

14.05.001.1 Anchoring

- (1) All new construction and substantial improvements, including additions, shall be anchored to prevent flotation, collapse, or lateral movement of the structure.

- (2) All manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

14.05.001.2 Construction Materials and Methods

- (1) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
- (2) All new and substantial improvements shall be constructed using methods and practices that minimize flood damage.
- (3) All new construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment, and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

14.05.001.3 Utilities

- (1) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- (2) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters; and,
- (3) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

14.05.001.4 Subdivision Proposals

- (1) All subdivision proposals shall be consistent with the need to minimize flood damage;
- (2) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;
- (3) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage; and,
- (4) Base flood elevation data shall be provided for subdivision proposals and other proposed development which contain at least 50 lots or 5 acres (whichever is

less).

14.05.002 SPECIFIC STANDARDS

In all special flood hazard areas where base flood elevation data have been provided as set forth in Section 3.2 BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS or Section 4.3-2, Use of Other Base Flood Data, the following provisions are required:

14.05.002.1 Residential Construction

- (1) New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated to at least one foot above the base flood elevation.

14.05.002.2 Nonresidential Construction

Construction and substantial improvement of any nonresidential structure shall either have the lowest floor, including basement, elevated to at least one foot above the base flood elevation or, together with attendant utility and sanitary facilities shall:

- (1) Be floodproofed to at least two feet above the base flood elevation, so that below this elevation the structure is watertight with walls substantially impermeable to the passage of water.
- (2) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.
- (3) Be certified by a registered professional engineer or architect that the standards of this subsection are satisfied. Such certification shall be provided to the official as set forth in Section 4.3-3(2).

14.05.002.3 Manufactured Homes

- (1) Require all manufactured homes placed within Zone A shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist floatation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.
- (2) Require all manufactured homes placed or substantially improved within Zones A 1-30, AH, or AE on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an

existing manufactured home park or subdivision which has incurred substantial damage, be elevated on a permanent foundation so the lowest floor of the manufactured home is elevated one foot above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.

- (3) Require that manufacture homes placed or substantially improved on sites in an existing manufacture home park or subdivision within Zones A 1-30, AH, or AE not subject to other requirements of this section be elevated so that either:
 - (i) the lowest floor of the manufacture home is one foot above the base flood elevation, or
 - (ii) the manufacture home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36” in height above grade and be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.

14.05.002.4 Recreational Vehicles

In A1-30, AH, and AE Zones, all recreational vehicles to be placed on a site must

- (i) be elevated and anchored to meet the requirements in 5.2-3; OR
- (ii) be on the site for less than 180 consecutive days; AND
- (iii) be fully licensed and highway ready

14.05.003 Shallow Flooding AO and AH Zones (Section 5.3 is only required if the community has Flood Zones AO and/or AH on the effective FIRM)

Located within the areas of special flood hazard established in Section 3.2, are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of 1 to 3 feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

- (1) All new construction and substantial improvements of **residential** structures have the lowest floor (including basement) elevated one foot above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified).
- (2) All new construction and substantial improvements of **non-residential**

structures;

- (i) have the lowest floor (including basement) elevated one foot above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified), or;
 - (ii) together with attendant utility and sanitary facilities be completely floodproofed to that level to meet the floodproofing standard as specified in Section 5.2-2.
- (3) Require within Zones AH or AO adequate drainage paths around structures on slopes, to guide flood waters around and away from proposed structures.

14.05.004 FLOODWAYS

Located within the special flood hazard areas established in Section 3.2 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

- (1) Prohibit encroachments, including fill, new construction, substantial improvements, and other development unless certification by a registered professional engineer or architect is provided demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge. Any increase, as is used in this section, means any modeled impact greater than 0.00 feet.
- (2) If Section 5.4 (1) is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction requirements of this ordinance.
- (3) Under the provisions of 44 CFR Section 65.12 of the NFIP Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in BFEs, provided that the community first applies for and receives a Conditional Letter of Map Revision (CLOMR) through FEMA.

14.05.005 ENCLOSURES

New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

- (1) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
- (2) The bottom of all openings shall be no higher than one foot above grade.
- (3) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they allow the automatic entry and exit of floodwaters.

SECTION 14.06
VIOLATIONS

14.06.001 PENALTIES FOR VIOLATIONS

- (1) Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violations on conditions and safeguards established in connection with grants or variances or conditional uses, shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be punished by a fine not exceeding \$500 or by imprisonment not to exceed 30 days or by both such fine and imprisonment for each such offense, and in addition shall pay costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense.
- (2) Nothing herein contained shall prevent the Board of City Commissioners from taking such other lawful action as is necessary to prevent or remedy any violation.

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: July 16, 2024
Second Reading: August 6, 2024
Final Passage: August 6, 2024

Floodplain Model Ordinance

Presented by: City Engineer/Community Development Director, Josh Skluzacek

Consideration to Approve



Sample Content



ORDINANCE NO. _____

AN ORDINANCE AMENDING AND RE-ENACTING CHAPTER 14 OF THE CITY CODE OF THE CITY OF DICKINSON, NORTH DAKOTA, RELATING TO FLOOD PREVENTION

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

Section 1: Chapter 14 of the City Code of the City of Dickinson is hereby repealed and replaced as follows:

FLOODPLAIN MANAGEMENT ORDINANCE

~~ARTICLE-SECTION~~ 14.01

STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE, AND OBJECTIVES

SECTION 14.01.001 STATUTORY AUTHORIZATION

The Legislature of the State of North Dakota has in North Dakota Century Code, Chapters 40-47, 11-33 and 58-03, delegated responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry.

Therefore, the Board of the City Commissioners of The City of Dickinson, North Dakota does ordain as follows:

SECTION 14.01.002 FINDINGS OF FACT

- (1) The flood hazard areas of The City of Dickinson are subject to periodic inundation which can endanger life, result in loss of property, create health and safety hazards, disrupt commerce and governmental services, cause extraordinary public expenditures for flood protection and relief, and impair the tax base, all of which adversely affect the public health, safety, and general welfare.
- (2) Flood losses caused by the cumulative effect of obstructions in the special flood hazard areas cause increases in flood heights and velocities. Inadequately floodproofed, elevated or otherwise unprotected structures also contribute to the flood loss.

SECTION 14.01.003 STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety, and general welfare,

and to minimize public and private losses due to flood conditions in specific areas by provisions designed:

- (1) To protect human life and health;
- (2) To minimize expenditure of public money for costly flood control projects;
- (3) To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) To minimize prolonged business interruptions;
- (5) To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets, and bridges located in special flood hazard areas;
- (6) To help maintain a stable tax base by providing for the second use and development of special flood hazard areas so as to minimize future flood blight areas;
- (7) To ensure that potential buyers are notified that property is in a special flood hazard area;
- (8) To ensure that those who occupy the special flood hazard areas assume responsibility for their actions.

SECTION 14.01.004 METHODS OF REDUCING FLOOD LOSSES

In order to accomplish its purposes, this ordinance includes methods and provisions for:

- (1) Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
- (2) Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
- (4) Controlling filling, grading, dredging, and other development which may increase flood damage; and,
- (5) Preventing or regulating the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards in other areas.

~~ARTICLE SECTION~~ 14.02

DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

"Appeal" means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance or a request for a variance.

"Base flood or 100-year flood" means the flood having a one percent chance of being equaled or exceeded in any given year.

"Base Flood Elevation" (BFE) means the height of the base flood or 100-year flood usually in feet, measured in the same datum (either NAVD88 or NGVD29) as the FIRM.

"Basement" means any area of the building having its floor subgrade (below ground level) on all sides.

"Best Available Data" (BAD) means water elevation information from any source used to estimate or determine a base flood elevation (i.e. high water mark).

"Community" means any political subdivision that has the authority to zone, or any Indian tribe or authorized tribal organization, which has authority to adopt and enforce flood plain management regulations for the areas within its jurisdiction.

"Conveyance or hydraulic conveyance" means a geometric characteristic of a river or watercourse at a given point that determines the flow-carrying capacity at that point.

"Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations located within the special flood hazard area.

"Existing Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

"Expansion to an Existing Manufactured Home Park or Subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on

which the manufacturing homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Flood Insurance Rate Map" (FIRM) means the official map issued by the Federal Emergency Management Agency where special flood hazard areas are designated as Zone A, AE, AO, AH, A1-A30 or A-99.

"Flood Insurance Study" (FIS) means the official report provided by the Federal Emergency Management Agency that includes flood profiles, the Flood Insurance Rate Map, and the water surface elevation of the base flood.

"Flood" or "flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters and/or; from the unusual and rapid accumulation or runoff of surface waters from any source.

"Floodproofing" (Dry) means protection provided a structure, together with attendant utilities and sanitary facilities, which is watertight two feet above the base flood elevation with walls that are substantially impermeable to the passage of water.

"Floodway or regulatory floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

"Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Lowest floor" means the lowest floor of a structure including the basement.

"Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle" but does include "mobile home".

"Manufactured Home Park or Subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"New construction" means structures for which the "start of construction" commenced on or after the effective date of this ordinance.

"New Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

"Person" means any person, firm, partnership, association, corporation, limited liability

company, agency, or any other private or governmental organization, which includes any agency of the United States, a state agency, or any political subdivision of the state.

“Reasonably safe from flooding” means base flood waters will not inundate the land or damage structures to be removed from the special flood hazard area, and that any subsurface waters related to the base flood will not damage existing or proposed buildings.

“Recreational vehicle” means a vehicle which is:

- (a) built on a single chassis;
- (b) 400 square feet or less when measured at the largest horizontal projection;
- (c) designed to be self-propelled or permanently towable by a light duty truck;
- (d) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational camping, travel, or seasonal use; including, but not limited to;
- (e) travel trailers, trailers on wheels, park-model trailers, and other similar vehicles.

“Special Flood Hazard Area” (SFHA) means an area of land that would be inundated by a flood having a one percent chance of being equaled or exceeded in any given year.

“Start of construction” includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement, or other improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

“Structure” means a walled and roofed building, including manufactured homes and gas or liquid above-ground storage tanks.

“Substantial damage” means damage of any origin sustained by a structure whereby the cost of restoring the building to its pre-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

“Substantial improvement” means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either:

- (1) Before the improvement or repair is started; or

- (2) If the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

The term does not, however, include either:

- (1) Any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions; or
- (2) Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

“Watercourse” means only the channel and banks of an identifiable watercourse, and not the adjoining floodplain areas. The flood carrying capacity of a watercourse refers to the flood carrying capacity of the channel, except in the case of alluvial fans, where a channel is not typically defined. The definition of watercourse in N.D.C.C. § 61-01-06 is not applicable in this ordinance.

“Variance” means a grant of relief from the requirements of this ordinance which permits construction in a manner that would otherwise be prohibited by this ordinance.

“Violation” means the failure of a structure or other development to be fully compliant with the community’s flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required by the community’s floodplain management ordinance is presumed to be in violation until such time as that documentation is provided.

~~ARTICLE SECTION~~ 14.03
GENERAL PROVISIONS

SECTION 14.03.001 ~~LANDS TO WHICH THIS ORDINANCE APPLIES~~

This ordinance shall apply to all special flood hazard areas within the jurisdiction of The City of Dickinson.

SECTION 14.03.002 BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS

The special flood hazard areas identified by the Federal Emergency Management Agency in a scientific and engineering report entitled **“The Flood Insurance Study for ~~the City of Dickinson~~ Stark County, dated ~~November 4, 2010~~ August 28, 2024,”** with an accompanying Flood Insurance Rate Map(s), which is hereby adopted by reference and

declared to be a part of this ordinance. The Flood Insurance Study is on file at ~~99-2nd Street East~~ 38 1st Street West, Dickinson, ND.

SECTION 14.03.003 COMPLIANCE

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations.

SECTION 14.03.004 GREATER RESTRICTIONS

This ordinance is not intended to repeal, remedy, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION 14.03.005 INTERPRETATION

In the interpretation and application of this ordinance, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and,
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

SECTION 14.03.006 WARNING AND DISCLAIMER OR LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This ordinance does not imply that land outside the special flood hazard areas or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of The City of Dickinson, any officer or employee thereof, or the Federal Emergency Management Agency, for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

SECTION 14.03.007 SEVERABILITY

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of law, the remainder of this ordinance shall not be affected and shall remain in full force.

~~ARTICLE SECTION~~ 14.04

14.04 ADMINISTRATION

SECTION 14.04.001 ESTABLISHMENT OF DEVELOPMENT PERMIT

A development permit shall be obtained before construction or development begins within any special flood hazard area established in Section 3.2. Application for a development permit shall be made on forms furnished by the Floodplain Administrator and may include, but not be limited to: plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill storage materials, drainage facilities; and the location of the foregoing. Specifically, the following information is required:

- (1) ~~Elevation in relation to mean sea level, of the lowest floor of all structures~~ Elevation in the same datum (either NAVD88 or NGVD29) as the FIRM, of the lowest floor of all structures;
- (2) ~~Elevation in relation to mean sea level to which any structure has been floodproofed~~ Elevation in the same datum (either NAVD88 or NGVD29) as the FIRM to which any structure has been floodproofed;
- (3) Certification by a registered professional engineer or architect that the floodproofing methods for any non-residential structure meet the floodproofing criteria in Section 5.2-2; and,
- (4) Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

SECTION 14.04.002 DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The Floodplain Administrator is hereby appointed to administer and implement this ordinance by granting or denying development permit applications in accordance with its provisions.

SECTION 14.04.003 DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties of the Floodplain Administrator shall include, but not be limited to:

SECTION 14.04.003.1 Permit Review

- (1) Review all development permits to determine that the permit requirements of this ordinance have been satisfied.

- (2) Approve or deny all applications for development permits required by adoption of this ordinance.
- (3) Review all development permits to determine that all necessary permits have been obtained from those federal, state, or local governmental agencies from which prior approval is required.
- (4) Review all development permits to determine if the proposed development is located in the floodway. If located in the floodway, assure that the encroachment provisions of Section 5.4 are met.

SECTION 14.04.003.2 Use of Other Base Flood Data

When base flood elevation data has not been provided in accordance with Section 3.2, BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS, the Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation data and floodway data available (known as best available data) from any other federal, state, or other source, as criteria for requiring that new construction, substantial improvements, or other development in the floodplain are administered in accordance with Section 5.2, SPECIFIC STANDARDS.

SECTION 14.04.003.3 Information to be Obtained and Maintained

- (1) Obtain and record the actual elevation (in the same datum (either NAVD88 or NGVD29) as the FIRM), of the lowest floor (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement.
- (2) For all new or substantially improved floodproofed structures:
 - (i) obtain and record the actual elevation (in relation to mean sea level) (in the same datum (either NAVD88 or NGVD29) as the FIRM), to which the structure has been floodproofed;
 - (ii) maintain the floodproofing certifications required in Section 4.1(3).
- (3) Maintain for public inspection all records pertaining to the provisions of this ordinance.

~~14.04.003.4 — Alteration of Watercourses~~

The responsible person shall:

- (1) Notify nearby communities, water resource districts, and the North Dakota Department of Water Resources, as necessary, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

- (2) Require that maintenance is provided within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished; and,
- (3) Notify the appropriate water resource district prior to removal or placement of fill within two hundred feet of the bank of a body of water during normal flow or stage.

14.04.003.5 Interpretation of Flood Insurance Rate Map (FIRM) Boundaries

Make interpretation where needed, as to the exact location of the boundaries of the special flood hazard areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 4.4.

14.04.003.6 Encroachment Analysis

When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one foot, provided that the community first applies for and receives a Conditional Letter of Map Revision (CLOMR) through FEMA.

14.04.004 VARIANCE PROCEDURE

14.04.004.1 Appeal Board

- (1) The Board of Adjustments as established by the City of Dickinson shall hear and decide appeals and requests for variances from the requirements of this ordinance.
- (2) The Board of Adjustments shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.

- (3) Those aggrieved by the decision of the Board of Adjustments or any taxpayer, may appeal such decision to the District Court, as provided in N.D.C.C. §§ 40-47-11, 11-33-12, or 58-03-14.
- (4) In passing upon such applications, the Board of Adjustments shall consider all technical evaluations, all relevant factors, standards specified in other sections of this ordinance; and:
- (i) the danger that materials may be swept onto other lands to the injury of others;
 - (ii) the danger to life and property due to flooding or erosion damage;
 - (iii) the susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (iv) the importance of the services provided by the proposed facility to the community;
 - (v) the necessity to the facility of a waterfront location, where applicable;
 - (vi) the availability of alternative locations, for the proposed use which are not subject to flooding or erosion damage;
 - (vii) the compatibility of the proposed use with existing and anticipated development;
 - (viii) the relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - (ix) the safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (x) the expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
 - (xi) the costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.
- (5) Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre to less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items (i-xi) in Section 4.4-1(4) have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.

- (6) Upon consideration of the factors of Section 4.4-1(4) and the purposes of this ordinance, the Board of Adjustments may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
- (7) The Floodplain Administrator shall maintain the records of all appeal actions the report any variances to the Federal Emergency Management Agency upon request.

SECTION 14.04.004.2 Conditions for Variances

- (1) Variances may be issued for the reconstruction, rehabilitation, or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this section.
- (2) Variances shall not be issued within the identified floodplain if any increase in flood levels during the base flood discharge would result.
- (3) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (4) Variances shall only be issued upon:
 - (i) a showing of good and sufficient cause;
 - (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant; and,
 - (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, cause fraud on or victimization of the public as identified in Section 4.4-1(4), or conflict with existing local laws or ordinances.
- (5) Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

~~ARTICLE SECTION~~ 14.05

PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION 14.05.001 GENERAL STANDARDS

In all special flood hazard areas the following standards are required:

SECTION 14.05.001.1 Anchoring

- (1) All new construction and substantial improvements, including additions, shall be anchored to prevent flotation, collapse, or lateral movement of the structure.
- (2) All manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

SECTION 14.05.001.2 Construction Materials and Methods

- (1) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
- (2) All new and substantial improvements shall be constructed using methods and practices that minimize flood damage.
- (3) All new construction and substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment, and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

SECTION 14.05.001.3 Utilities

- (1) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- (2) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters; and,
- (3) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

SECTION 14.05.001.4 Subdivision Proposals

- (1) All subdivision proposals shall be consistent with the need to minimize flood damage;
- (2) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage;
- (3) All subdivision proposals shall have adequate drainage provided to reduce

exposure to flood damage; and,

- (4) Base flood elevation data shall be provided for subdivision proposals and other proposed development which contain at least 50 lots or 5 acres (whichever is less).

SECTION 14.05.002 SPECIFIC STANDARDS

In all special flood hazard areas where base flood elevation data have been provided as set forth in Section 3.2 BASIS FOR ESTABLISHING THE SPECIAL FLOOD HAZARD AREAS or Section 4.3-2, Use of Other Base Flood Data, the following provisions are required:

SECTION 14.05.002.1 Residential Construction

New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated to at least one foot above the base flood elevation.

SECTION 14.05.002.2 Nonresidential Construction

Construction and substantial improvement of any nonresidential structure shall either have the lowest floor, including basement, elevated to at least one foot above the base flood elevation or, together with attendant utility and sanitary facilities shall:

- (1) Be floodproofed to at least two feet above the base flood elevation, so that below this elevation the structure is watertight with walls substantially impermeable to the passage of water.
- (2) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.
- (3) Be certified by a registered professional engineer or architect that the standards of this subsection are satisfied. Such certification shall be provided to the official as set forth in Section 4.3-3(2).

SECTION 14.05.002.3 Manufactured Homes

~~(1) Manufactured homes shall be anchored in accordance with Section 5.1-1(2).~~

~~(2) All manufactured homes or those to be substantially improved shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated on fill to at least one foot above the base flood elevation, and is securely anchored to an adequately anchored foundation system.~~

- (1) Require all manufactured homes placed within Zone A shall be installed using methods and practices which minimize flood damage. For the purposes of this

requirement, manufactured homes must be elevated and anchored to resist floatation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

- (2) Require all manufactured homes placed or substantially improved within Zones A 1-30, AH, or AE on sites (i) outside of a manufactured home park or subdivision,(ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision which has incurred substantial damage, be elevated on a permanent foundation so the lowest floor of the manufactured home is elevated one foot above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.
- (3) Require that manufacture homes placed or substantially improved on sites in an existing manufacture home park or subdivision within Zones A 1-30, AH, or AE not subject to other requirements of this section be elevated so that either:
- (i) the lowest floor of the manufacture home is one foot above the base flood elevation, or
 - (ii) the manufacture home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36” in height above grade and be securely anchored to an adequately anchored foundation system to resist floatation, collapse, and lateral movement.

SECTION 14.05.002.4 Recreational Vehicles

In A1-30, AH, and AE Zones, all recreational vehicles to be placed on a site must

- (i) be elevated and anchored to meet the requirements in 5.2-3; OR
- (ii) be on the site for less than 180 consecutive days; AND
- (iii) be fully licensed and highway ready.

SECTION 14.05.003 Shallow Flooding AO and AH Zones (Section 5.3 is only required if the community has Flood Zones AO and/or AH on the effective FIRM)

Located within the areas of special flood hazard established in Section 3.2, are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of 1 to 3 feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. Such

flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

- (1) All new construction and substantial improvements of **residential** structures have the lowest floor (including basement) elevated one foot above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified).
- (2) All new construction and substantial improvements of **non-residential** structures;
 - (i) have the lowest floor (including basement) elevated one foot above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified), or;
 - (ii) together with attendant utility and sanitary facilities be completely floodproofed to that level to meet the floodproofing standard as specified in Section 5.2-2.
- (3) Require within Zones AH or AO adequate drainage paths around structures on slopes, to guide flood waters around and away from proposed structures.

SECTION 14.05.~~003004~~ FLOODWAYS

Located within the special flood hazard areas established in Section 3.2 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

- (1) ~~Prohibit encroachments, including fill, new construction, substantial improvements, and other development unless certification by a registered professional engineer or architect is provided demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.~~ Prohibit encroachments, including fill, new construction, substantial improvements, and other development unless certification by a registered professional engineer or architect is provided demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge. Any increase, as is used in this section, means any modeled impact greater than 0.00 feet.
- (2) ~~If Section 5.3(1) is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Section 5.0 PROVISIONS FOR FLOOD HAZARD REDUCTION.~~ If Section 5.4 (1) is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction requirements of this ordinance.

- (3) Under the provisions of 44 CFR Section 65.12 of the NFIP Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in BFEs, provided that the community first applies for and receives a Conditional Letter of Map Revision (CLOMR) through FEMA.

SECTION 14.05.005 ENCLOSURES

New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

- (1) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
- (2) The bottom of all openings shall be no higher than one foot above grade.
- (3) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they allow the automatic entry and exit of floodwaters.

~~ARTICLE SECTION~~ 14.06
VIOLATIONS

SECTION 14.06.001 PENALTIES FOR VIOLATIONS

- (1) Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violations on conditions and safeguards established in connection with grants or variances or conditional uses, shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be punished by a fine not exceeding \$1,500 or by imprisonment not to exceed 30 days or by both such fine and imprisonment for each such offense, and in addition shall pay costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense.
- (2) Nothing herein contained shall prevent the Board of City Commissioners from taking such other lawful action as is necessary to prevent or remedy any violation.

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: July 16, 2024
Second Reading: August 6, 2024
Final Passage: August 6, 2024

Chapter 7- Code Updates

Presented by: Christina M. Wenko & Leonard Schwindt

Consideration to Approve



- Amends and Re-acts Section 7.180
- Removes infraction penalty for first offense
- Makes any violation a misdemeanor

Section 7.180 **Violation--Penalties**

Any person who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of an approved plan or directive of the code official, or of a permit or certificate issued under the provisions of this Code, shall be guilty of a misdemeanor punishable by a fine of not more than one thousand, five hundred dollars, or by imprisonment, not exceeding thirty days, or both such fine and imprisonment. Each day that a violation continues shall be deemed a separate offense. (Ord. 1071 § 6; Ord. No. 1150 § 1; Ord. No. 1157 § 1, Ord No. 1752 § 1)

ORDINANCE NO. 2024

AN ORDINANCE AMENDING AND RE-ENACTING SECTION 7.180 OF CHAPTER 7 OF THE MUNICIPAL CODE OF THE CITY OF DICKINSON, NORTH DAKOTA, RELATING TO PENALTIES FOR BUILDING VIOLATIONS

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

Section 1: Section 7.180 of Chapter 7 of the City Code of the City of Dickinson is hereby amended and re-enacted as follows:

Section 7.180 Violation--Penalties

Any person who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of an approved plan or directive of the code official, or of a permit or certificate issued under the provisions of this Code, shall be guilty of a misdemeanor punishable by a fine of not more than one thousand, five hundred dollars, or by imprisonment, not exceeding thirty days, or both such fine and imprisonment. Each day that a violation continues shall be deemed a separate offense. (Ord. 1071 § 6; Ord. No. 1150 § 1; Ord. No. 1157 § 1, Ord No. 1752 § 1)

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: _____, 2024

Second Reading: _____, 2024

Final Passage: _____, 2024

ORDINANCE NO. _____**AN ORDINANCE AMENDING AND RE-ENACTING ARTICLE 20.08 OF THE CITY CODE OF THE CITY OF DICKINSON, NORTH DAKOTA, RELATING TO WEEDS**

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

Section 1: Article 20.08 of the City Code of the City of Dickinson is hereby amended and re-enacted as follows:

Article 20.08 Weeds**Sections:**

- 20.08.00E** Editor's note to Article 20.08
- 20.08.01** Weeds generally
- 20.08.02** Control of noxious weeds within cities
- 20.08.03** City weed board members – Terms – Compensation
- 20.08.04** City weed board - Powers
- 20.08.05** City weed board – Duties
- 20.08.06** City weed board – Development of city weed list – Review – Removal
- 20.08.07** City weed control officer – Membership on city weed board – Employment
- 20.08.08** City weed control officer – Powers
- 20.08.09** City weed control officer – Duties
- 20.08.010** City noxious weed control program – Payment of expenses – Financial report
- 20.08.11** Publicly owned land – Noxious weed control
- 20.08.12** Noxious weed Control – Enforcement responsibilities of other agencies
- 20.08.13** Entry upon land for noxious weed control purposes – Notices – Landowners rights – Remedial requirements – Liens
- 20.08.14** Quarantine – Declaration – Hearing – Penalty
- 20.08.15** Preventing the dissemination of noxious weeds – Penalty
- 20.08.16** Civil Penalty
- 20.08.17** Action on complaint – Request for hearing
- 20.08.18** County and City weed board – Control of invasive species – acceptance of funds

20.08.01 Weeds generally

Premises and exterior property shall be maintained free from weeds or plant growth in excess of ten (10) inches. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs, provided; however, this term shall not include cultivated flowers and gardens.

20.08.02 Control of noxious weeds within cities

The governing body of any city having a population of three thousand or more may establish a program for the control of noxious weeds within the jurisdictional limits of the city. If a program is not established, the county weed board shall administer a program for the city. The Building and Code Department shall be responsible for enforcement of the provisions in this Chapter. (Code 1695, § 1)

20.08.03 City weed board members – Terms – Compensation

1. If the governing body of a city elects to establish a noxious weed control program, as authorized by section 20.08.01, the governing body shall appoint a weed board consisting of three, five, or seven members.
2. The term of office for a board member is four years or until a successor is appointed and qualified. The terms must be staggered so that no more than two expire each year.
3. Any qualified elector residing within the city is eligible to serve on the board.
4. A board member shall assume office at the first regular meeting of the city weed board following the member's appointment.
5. The governing body of the city shall remove a member of the city weed board for repeated unexcused failures to attend meetings, for refusal to act as a board member, or for incapacity. If a vacancy occurs on a city weed board, the governing body of the city, at its next regular meeting, shall appoint an individual who possesses the necessary qualifications to fill the unexpired term.
6. The city weed board shall elect a chairman and a vice chairman from among its members.
7. The city weed board shall appoint a secretary and a treasurer. The secretary and treasurer need not be members of the board.
8. The governing body of the city shall establish the rate of compensation for city weed board members.

20.08.04 City weed board – Powers

A city weed board may:

1. Expend funds from all available sources if it determines that the extent of noxious weed infestation on certain land is so severe that undertaking control efforts would place an extreme financial burden on the landowner.
2. Employ and compensate additional personnel to assist with noxious weed control efforts.

20.08.05. City weed board – Duties

1. Implement a program for the control of noxious weeds;
2. Establish the time and place of regular board meetings;
3. Meet at least once each year;
4. Keep minutes of its meetings and a complete record of all official acts;
5. Control and disburse all moneys received by the city from any source for noxious weed control;

6.
 - a. Provide for the compensation for its members and its secretary and treasurer;
 - b. Reimburse its members and its secretary and treasurer for actual and necessary expenses; and
 - c. Provide a mileage allowance at the same rate as that established for state employees; and
7.
 - a. Employ and provide for the compensation of a weed control officer or contract with a licensed and certified weed control officer
 - b. Reimburse the weed control officer for actual and necessary expenses; and
 - c. Provide a mileage allowance at the same rate as that established for state employees.

20.08.06 City weed board – Development of city weed list – Review – Removal

1. A city weed board may designate as noxious certain weeds that are not on the state or county noxious weed list, provided the city weed board first consults with the North Dakota state university extension service and that the designation is approved by the commissioner.
2. Before January 1, 2010, and at least every five years thereafter, each city weed board shall review its noxious weed list and, by majority vote, may remove any weed from its list. The city weed board shall provide the commissioner with at least fourteen days' notice of the time and place at which its list will be reviewed and, within fourteen days of the review, shall provide the commissioner with written notice of any changes to the city list.
3. A city weed board immediately shall remove any noxious weed from the board's list when directed to do so by the commissioner.

20.08.07 City weed control officer – Membership on city weed board – Employment

1. A city weed control officer may serve as a member of the weed control board by which the officer is employed if the officer is otherwise qualified to do so.
2. An individual may be employed as a weed control officer by several weed boards simultaneously.
3. The City may as provided for in Section 20.08.04 subcontract with a licensed and certified weed control officer. The provisions of this Chapter apply to a weed control officer hired by the City as an employee or a contractor hired by the City to perform weed control services.

20.08.08 City weed control officer – Powers

A city weed control officer may enter upon any land within the jurisdiction of the officer to perform duties and to exercise powers under this chapter, including taking specimens of weeds or other materials, without the consent of the landowner or other person responsible for the land and without being subject to any action for trespass or damages, provided reasonable care is exercised.

20.08.09 City weed control officer – Duties

The city weed control officer shall:

1. Cooperate with the board and be responsible for the operation and enforcement of this chapter within the city;
2. Become acquainted with the location of noxious weeds within the city;
3. Meet the pesticide certification requirements set forth in N.D.C.C. Chapter 4.1-33;
4. Encourage noxious weed control by all landowners and land occupants within the city;
5. Investigate all signed complaints received by the officer regarding noxious weeds within the city;
6. Post or publish in the official newspaper of the city any notices the commissioner deems necessary to further noxious weed control under this chapter;
7. Prepare reports as requested by the commissioner; and
8. Attend meetings called by the commissioner to further noxious weed control under this chapter.

20.08.10 City noxious weed control program – Payment of expenses – Financial report

1. The governing body of a city may provide funding for a city noxious weed control program authorized under this chapter from revenues derived from its general fund levy authority.
2. The city weed board may annually request the governing body of a city to provide funds derived from its general fund levy authority in the amount necessary for the city noxious weed control program. In the year for which the levy is south, a city weed board seeking approval of a property tax levy under this chapter must file with the city auditor, at a time and in a format prescribed by the city auditor, a financial report for the preceding calendar year showing the ending balances of each fund held by the city weed board during that year.
3. For purposes of this section, the expenses of a city noxious weed control program include compensation for and the reimbursement of expenses incurred by the city weed board, the city weed control officer, and other employees of the board, and expenses incurred in the provision of noxious weed control, as authorized by this chapter.

20.08.11 Publicly owned land – Noxious weed control

Each state agency shall provide for the control of noxious weeds on land within its jurisdiction. If a state agency fails to control noxious weeds on land under its jurisdiction, the county weed board, upon approval of the commissioner, may enter upon the land to control the noxious weeds. The state agency shall reimburse the county weed board for expenses incurred in controlling the noxious weeds, within thirty days after the agency receives the bill.

20.08.12 Noxious weed control – Enforcement responsibilities of other agencies

Law enforcement agents shall cooperate with the commissioner, a weed control board, and a weed control officer for the purpose of enforcing this chapter.

20.08.13 Entry upon land for noxious weed control purposes – Notices – Landowner rights – Remedial requirements – Liens

1. a. If a city weed control officer determines that land within the officer's jurisdiction contains noxious weeds, the officer may serve upon the landowner written notice either personally or by certified mail, requiring the landowner to control the noxious weeds within the time period prescribed by the city weed control officer.
- b. The notice must:
 - 1) Specify the minimal remedial requirements;
 - 2) Specify the time within which the landowner must meet the minimum remedial requirements;
 - 3) Specify that the landowner may be subject to penalties provided under this chapter if the landowner fails to comply with the remedial requirement;
 - 4) Include a statement of costs if the landowner fails to control the noxious weeds and the city weed officer must provide for control of the weeds; and
 - 5) Provide that the landowner may stay any efforts by the city weed officer to control noxious weeds on the land, by requesting in writing that the city weed board hold a hearing on the matter.
- c. The city weed officer shall deliver a copy of the notice personally or forward a copy of the notice by certified mail to any tenant, lessee, or operator of the land on which the noxious weeds are located.
- d. If the landowner does not meet the minimum remedial requirements within the time specified in the notice and does not request a hearing on the matter by the city weed board, the city weed control officer may cause the noxious weeds to be controlled and the expenses charged against the land of the landowner. These expenses are part of the taxes to be levied against the land for the ensuing year and must be collected in the same manner as other real estate taxes.
- e. If after holding a hearing on the matter the city weed board directs that the noxious weeds be controlled by the city weed officer, the landowner may appeal the decision to the governing board of the city. A decision by the governing body is final.
- f. If the landowner does not appeal the decision to the governing body of the city, or if the governing body of the city upholds the decision of the city weed board, the city weed control officer may cause the noxious weeds to be controlled and any expenses incurred by the city weed officer in controlling the weeds must be charged against the land of the landowner. These expenses are part of the taxes to be levied against the land for the

ensuing year and must be collected in the same manner as other real estate taxes.

20.08.14 Quarantine – Declaration – Hearing – Penalty

1. If the commissioner determines that a quarantine of this state or any portion thereof may be necessary to prevent the spread of noxious weeds, the commissioner shall schedule a public hearing on the matter and provide notice of the hearing by publishing its time, place, and date in the official newspaper of each county having land within the area of the proposed quarantine. If after the hearing the commissioner order the imposition of a quarantine, the order must include the date by which or the circumstances under which the commissioner shall lift the quarantine order.
2. If the commissioner determines that the imposition of an emergency quarantine is necessary to prevent the spread of noxious weeds, the commissioner may impose such an order for a period not to exceed fourteen days. Within the fourteen-day period, the commissioner shall hold a public hearing as provided for in subsection 1 and determine whether a quarantine order under subsection 1 should be imposed.
3. Following the establishment of a quarantine, the movement of any product or material described in the quarantine order is subject to the order.
4. Any person who violates a quarantine order issued under this section is guilty of a class B misdemeanor.

20.08.15 Preventing the dissemination of noxious weeds – Penalty

1.
 - a. A person may not willfully transport any material that contains noxious weed seeds or propagating parts, on a public road, in a manner that allows for the dissemination of noxious weeds.
 - b. A person may not willfully drive or transport any equipment, on a public road, in a manner that allows for the dissemination of noxious weeds.
 - c. A person may not willfully dispose of any material that contains noxious weed seeds or propagating parts in a manner that allows for the dissemination of noxious weeds.
2. Any person who violates this section is guilty of a class B misdemeanor.

20.08.16 Civil penalty

1.
 - a. In addition to any other penalties provided for in this chapter, a person who violates this chapter or any rules adopted under this chapter is subject to a civil penalty in an amount not to exceed eighty dollars per day for each day of violation, subject to a maximum penalty of four thousand dollars per year.
 - b. Penalties imposed upon a landowner for failing to comply with the remedial requirements, as set forth in section 20.08.12, are a lien against the property of the landowner from the day the notice is delivered to the landowner under section 20.08.12.

- c. A person who distributes, sells, or offers for sale within the state a noxious weed is subject to a civil penalty not to exceed one hundred dollars for each violation.
- 2. All penalties collected under this section must be credited to the noxious weed control fund of:
 - a. The city in which the violation occurred if the city has a noxious weed control program under this chapter; or
 - b. The county in which the violation occurred.
- 3. Any penalties provided for under this section may be adjudicated by a court or the city weed board after a hearing.
- 4. An aggrieved person may appeal the imposition of a penalty by a city weed board to the governing body of the city.

20.08.17 Action on complaint – Request for hearing

- 2. a. If an individual filed a signed complaint with a city weed board or the city weed control officer and if the individual believes that the complaint has not been addressed satisfactorily within twenty-one days from the date of the complaint, the individual may file a written request for a hearing with the governing body of the city.
- b. Upon receiving a request for a hearing, the governing body of the city shall schedule a public hearing and shall provide notice of the hearing by publishing its time, place, and date in the official newspaper of the county.
- c. Within fourteen days after the hearing, the governing body of the city shall issue a determination regarding the matter and shall issue appropriate directives to the city weed board.
- d. A decision by the governing body of the city under this section is final.

20.08.18 County and city weed boards – Control of invasive species – Acceptance of funds

- 1. If the city weed board determines that an invasive species is present within its jurisdiction, the weed board shall notify the commissioner.
- 2. a. If funds for the control of invasive species are available to the commissioner, the commissioner may forward the funds to a weed board for the purpose of controlling the invasive species on public land and assisting private landowners in their efforts to voluntarily control the invasive species provided:
 - 1) The commissioner determines that, without intervention, the invasive species is likely to become a noxious weed during the ensuing five-year period; and
 - 2) The weed board files a plan with the commissioner detailing the manner in which and the time within which the funds are to be expended.
- b. Notwithstanding any other law, the city weed board may accept funds under this subsection and implement a plan, approved by the commissioner, for the control of invasive species within its jurisdiction.

- 3. In addition to any funds available from the commissioner, the city weed board may accept funds from any other source to control invasive species within its jurisdiction.
- 4. For purposes of this section, an invasive species means a plant species that has been introduced into this state and which the North Dakota state university extension service determines has caused or is likely to cause:
 - a) Economic harm;
 - b) Environmental harm; or
 - c) Harm to human health. (Code 1695, § 1)

Section 20.08.00E Editor's note to Article 20.08

For state law as to authority of city to establish weed control authority, see NDCC, § 63-01.1-07. As to weed control generally, see NDCC, § 63-01.1-07 et seq.

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 upon final passage.

Scott Decker, President
Board of City Commissioners

ATTEST

Dustin Dassinger, City Administrator
First Reading: _____ 2024
Second Reading: _____ 2024
Final Passage: _____ 2024

Article 20.08 Code Updates

Presented by: Christina M. Wenko & Leonard Schwindt

Consideration to Approve



- Amends and Re-acts Article 20.08 to include a specific reference to height of weed or plant growth
- Information currently found in International Property Maintenance Code, which is adopted by the Municipal Code
- Change will make it easier for citizens to locate this information

20.08.01 Weeds generally

Premises and exterior property shall be maintained free from weeds or plant growth in excess of ten (10) inches. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs, provided; however, this term shall not include cultivated flowers and gardens.

Chapter 21 - Code Updates

Presented by: Christina M. Wenko & Leonard Schwindt

Consideration to Approve



- Amends and Re-acts Article 21.40 and 21.50
 - Alphabetize definition section
 - Removes appeal section
 - Incorporates reference to Mechanical Code
 - Adds a penalty section

21.40.070. Appeal – REPEALED

21.040.080. Diagram for Propane Placement

The diagram for propane placement shall be determined by the Mechanical Code as adopted under Chapter 7. (Ord. No. 1661§ 1)

Section 21.040.090 Penalty for violation of article

The penalty for violation of any of the provisions of this article shall be a Class B misdemeanor.

ORDINANCE NO. _____

AN ORDINANCE AMENDING AND RE-ENACTING ARTICLE 21.40 AND ARTICLE 21.50 OF THE CITY CODE OF THE CITY OF DICKINSON, NORTH DAKOTA, RELATING TO MOBILE HOME COMMUNITY LICENSE AND CAMPGROUND LICENSE

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

Section 1: Article 21.40 of the City Code of the City of Dickinson is hereby amended and re-enacted as follows:

Chapter 21 LICENSES
Last updated May, 2023

Articles:

- 21.04 In General**
- 21.08 Going out of Business, Fire and Bankrupt Sales - This Article was repealed with Ordinance No. 1312 (March 6, 2006)**
- 21.12 Mobile Home Courts and Trailer Parks - This Article was repealed with Ordinance No. 1312 (March 6, 2006)**
- 21.20 Authority to Sell Tobacco**
- 21.30 Temporary Homeless Shelter**
- 21.40 Mobile Home Community License and Campground License**
- 21.50 Campground License**

Article 21.40 Mobile Home Community License and Campground License

Sections:

- 21.40.010 Definitions**
- 21.40.020 Mobile Home Community License and Recreational Vehicle Park License**
- 21.40.030 Application for License and Renewal; Fees**
- 21.40.050 Park and/or Campground Standards**
- 21.40.060 Certification Label**
- 21.40.070 Appeal - REPEALED**
- 21.40.080 Diagram for Propane Placement**
- 21.40.090 Penalty for violation of article**

21.40.010. Definitions

In this article, unless the context or subject matter otherwise requires:

- A. All-Weather Rated shall mean a recreational vehicle that has a manufacturers installed enclosed and heated underbelly and is rated down to zero degrees for safe use in applicable weather and temperatures.

- B. Campground means any parcel of land containing three or more lots intended for occupancy by travel trailers or tents.
- C. Carport means a roofed structure, attached or detached, for protection of a vehicle or vehicles, which, if attached to the mobile home is open on at least two sides and, if detached, is open on two or more sides except for necessary roof supports.
- D. Mobile Home means a structure meeting the definition of mobile home or Class A Mobile Home under Section 39.02.016(M) of this Code.
- E. Mobile Home Lot means a designated parcel of land, as depicted on a park map or description maintained by the licensee, in a mobile home community designated for the accommodation of one mobile home and its accessory equipment, for exclusive use of the occupants of the mobile home.
- F. Mobile Home Community means a mobile home community, park, or plot of ground under single ownership or management which has been planned and improved for the placement of mobile homes and meeting the definition of a mobile home park under Section 39.02.016(M) of this Code.
- G. Recreational Vehicle means a vehicular unit primarily designed as temporary living quarters for recreational, camping, or travel use, which wither has its own motive power or is mounted on or drawn by another vehicle. The basic entities are travel trailer, camping trailer, truck camper, and motor home.
- H. Recreational Vehicle Lot means a plot of ground within a recreational vehicle park intended for the accommodation of a recreational vehicle, tent, or other individual camping unit on a temporary basis as depicted on a park map or description maintained by the licensee.
- I. Service Building means a structure housing shower, bath, toilet, lavatory, and such other facilities as may be required by the North Dakota state plumbing code.
- J. Tent means a collapsible shelter of canvas or other fabric stretched and sustained by poles and used for camping outdoors.
- K. Temporary for the application of this Article shall mean a continuous period of time of up to 270 days.
- L. (Ord. No. 1661§ 1)

21.40.020. Mobile home community license and recreational vehicle park license.

- A. It is unlawful for any person to maintain or operate a mobile home community or campground without a valid license issued annually by the Building Official in the name of such person. All applications for licenses must be made to the Building Official and a license issued upon compliance by the applicant with provisions of this chapter.
- B. Every person holding a license shall give notice in writing to the Building Official within 30 days after having sold, transferred, given away or otherwise disposed of interest in or control of any mobile home community or campground. The notice shall include the name and address of the person succeeding to the ownership or control.
(Ord. No. 1661§ 1)

21.40.030. Application for license and renewal; fees.

Application for a license for a mobile home community and/or campground must be filed with the Building Official. The application shall contain the following:

- A. Name and address of the applicant and the annual fee.
- B. The location and legal description of the mobile home community and/or campground showing all the mobile home lots, recreational vehicle lots, structures, roads and other service facilities.
- C. The annual fee for mobile home parks and recreational vehicle parks shall be set by resolution of the board of city commissioners.
- D. Any additional supporting documentation requested by the Building Official to document compliance with this article.

Applications for renewal of licenses must be made on forms issued by the Building Official and must be accompanied by the required fee and contain any change in the information submitted since the original license was issued or the latest renewal granted. (Ord. No. 1661§ 1)

21.40.040. Term of license.

Every license issued under the provisions of this chapter is valid for the period of January 1st of each year through December 31 of that year. Licenses must be posted in the office or on the premises of the mobile home community at all times. Any license issued after January 1st of any year shall be valid only until the following December 31st. (Ord. No. 1661§ 1)

21.40.050. Park and/or campground standards.

In addition to the standards located in Chapter 39 of the Dickinson Municipal Code, each licensee shall comply with the following:

- A. The limits of each lot must be marked or clearly defined on the ground. The lot limits must be the same as shown on accepted plans. All lots must be placed in compliance with applicable floodplain requirements.
- B. A mobile home lot must be improved to provide adequate support for placement. The lot may not heave, shift or settle unevenly under the weight of the mobile home due to inadequate drainage. The lot must be graded to provide drainage away from the mobile home. Permanent foundations shall comply with the requirements of the city building code.
- C. Street Standards: Streets in mobile home parks shall be maintained as follows:
 1. For any mobile home parks created or expanded after the date of this ordinance all streets shall be paved, such paved streets must meet standards otherwise required in the Dickinson Municipal Code and approved by the City Engineer.
 2. For any streets existing in mobile home parks as of the date of enactment of this ordinance, streets that are currently paved must be maintained in good condition and unpaved streets must be constructed or repaired so as to maintain or provide a hard surface adequate to support imposed loads of at least 75,000 in all weather conditions by the licensee within 12 months of the date of enactment of this ordinance.
 3. Subsequent to the 12 month period provided for compliance under subsection 2, licensees shall maintain all streets as otherwise required by this section and shall repair any street deficiencies within a reasonable time after discovery.

- D. The connection of water, fuel, sanitary sewer and electrical service must be under the supervision of the mobile home community or campground owner or operator or a qualified representative of the utility company supplying fuel or electrical service. A mobile home may not be occupied before an inspection is conducted by the building official of the following items, as applicable, to insure ordinance compliance:
1. Water and sanitary sewer connections;
 2. The electrical service conductors;
 3. The placement of the home to insure sideyard and setback requirements;
 4. A gas line test conducted by the owner or seller of the mobile home unit and certified by the building official;
 5. Heating appliances for transportation damages;
 6. Blocking to approved standards;
 7. The home is secured by approved tie-downs.
- E. Electrical service for each new or altered mobile home or recreational vehicle lot, as applicable, must comply with North Dakota State Electrical Code. Each existing lot must be provided with an electrical service of adequate size to serve the load.
- F. Fuel supply.
1. Gas equipment and installation within a mobile home community and/or campground must be designed and constructed in accordance with the provisions of the city or state code. Each lot must be provided with an accessible, listed gas shutoff valve. The valve may not be located under the mobile home. The connector between the gas supply line and the mobile home must be an approved listed flexible mobile home connector of sufficient capacity to supply gas to the connected load.
 2. Fuel oil equipment and supply must be designed and installed in accordance with the International Fire Code, as adopted by the city.
 3. Propane Use and Placement shall be in compliance with the Fire and Building Code adopted by the City. A diagram describing set-back requirements is included under Section 21.040.080.
- G. A mobile home community must be provided with an adequate supply of potable water complying with the state health department standards for drinking and domestic use.
- H. Each mobile home lot must be provided with sanitary sewer and water connections. Such plumbing facilities shall conform to the North Dakota State Plumbing Code, as adopted by the City.
- I. Any buildings housing toilet rooms and/or laundry facilities must be a permanent structure. The interior surfaces must be moisture resistant and readily cleanable. Such structures shall meet the requirements of the city building code, and North Dakota Century Code Ch. 23-10.
- J. Accessory buildings.
1. Accessory buildings and carports must be of standard construction and shall meet the requirements of the city building code. An attached entryway may not obstruct any required exit from the mobile home. No more than one entryway is allowed for each mobile home.
 2. Individual storm shelters are permitted provided they meet the requirements of the city building code and the consent of the Building Official has been obtained. Such shelters may not be included in lot coverage requirements of the

zoning ordinances or be counted as an accessory building to the mobile home lot.

- 3. A mobile home park or community owner shall submit an Emergency Management Plan to the Building Official, and make such plan available to all residents of the mobile home community.
- 4. Accessory structures must be attached to proper foundations. Exceptions to foundations may be granted by the building official provided the methods used shall render them rodent proof and resistant to wind damage.
- 5. Accessory buildings may not be constructed without building permits.
- 6. Accessory storage or utility structures shall comply with setback and sideyard requirements of the zoning ordinances.

K. Occupants and Pet Lists

- 1. Occupancy record. The owner or manager of a mobile home park and/or campground shall maintain a current record of the names of the occupants of the park or campground.
- 2. Pet record. The owner or manager of a mobile home park and/or campground shall maintain a current record of the names of the occupants of the park or campground that maintain pets, and the number and type of pets present.

L. Temporary and Tie Down requirements for Recreational Vehicles:

- 1. The licensee shall require any recreational vehicle present in a mobile home and/or campground to be secured to the ground or tied down if such vehicle remains in the park or campground for a period meeting or exceeding 30 days. The licensee shall not permit a recreational vehicle to remain in the park or campground for a continuous period exceeding 270 days. The licensee shall certify that any recreational vehicle present in the park or campground between the months of December through February shall be All-Weather rated. The licensee shall retain a list of occupant compliance with this section. (Ord. No. 1661§ 1)

21.40.060. Certification label.

Each mobile home shall be affixed with a permanent label certifying that the mobile home complies with the requirements of the U.S. Department of Housing and Urban Development and is constructed in conformance with the federal mobile home construction and safety standards. Licensee to retain a list of occupant compliance with this section. (Ord. No. 1661§ 1)

21.40.070. Appeal - REPEALED

21.040.080. Diagram for Propane Placement

The diagram for propane placement shall be determined by the Mechanical Code as adopted under Chapter 7. (Ord. No. 1661§ 1)

Section 21.040.090 Penalty for violation of article

The penalty for violation of any of the provisions of this article shall be a Class B misdemeanor.

Section 2: Article 21.50 of the City Code of the City of Dickinson is hereby amended and re-enacted as follows:

Article 21.50 Campground License**Sections:**

- 21.50.010** **Definitions**
- 21.50.020** **Campground License**
- 21.50.030** **Application for License and Renewal; Fees**
- 21.50.050** **Campground Standards**
- 21.50.060** **Appeal - REPEALED**
- 21.60.070** **Diagram for Propane Placement**
- 21.60.080** **Penalty for violation of article**

21.50.010. Definitions.

In this article, unless the context or subject matter otherwise requires:

- A. All-Weather Rated shall mean a recreational vehicle that has a manufacturers installed enclosed and heated underbelly and is rated down to zero degrees for safe use in applicable weather and temperatures.
- B. Campground means any parcel of land containing three or more lots intended for occupancy by recreational vehicles, travel trailers or tents.
- C. Campground Lot means a plot of ground that is a minimum of 1500 square feet, within a campground intended for the accommodation of a recreational vehicle, tent, or other individual camping unit on a temporary basis as depicted on a park map or description maintained by the licensee.
- D. Recreational Vehicle means a vehicular unit primarily designed as temporary living quarters for recreational, camping, or travel use, which has its own motive power or is mounted on or drawn by another vehicle. The basic entities includes a travel trailer, camping trailer, truck camper, and motor home.
- E. Service Building means a structure housing shower, bath, toilet, lavatory, and such other facilities as may be required by the North Dakota state plumbing code.
- F. Temporary for the application of this Article shall mean a continuous period of time of up to 270 days, with a minimum of 30 days absence before another continuous period shall start.
- G. Tent means a collapsible shelter of canvas or other fabric stretched and sustained by poles and used for camping outdoors. (Ord. No. 1665 § 1)

21.50.020. Campground license.

- A. It is unlawful for any person to maintain or operate a campground without a valid license issued annually by the City in the name of such person. All applications for licenses must be made to the Building Official and a license issued upon compliance by the applicant with provisions of this chapter.
- B. Every person holding a license shall give notice in writing to the Building Official within 30 days after having sold, transferred, given away or otherwise disposed of interest in or control of any campground. The notice shall include the name and address of the person succeeding to the ownership or control. (Ord. No. 1665 § 1)

21.50.030. Application for license and renewal; fees

Application for a license for a campground must be filed with the Building Official. The application shall contain the following:

- A. Name and address of the applicant and the annual fee.
- B. The location and legal description of the campground showing all of the campground lots, structures, roads and other service buildings located on the property.
- C. The annual fee for campgrounds shall be set by resolution of the board of city commissioners.
- D. Any additional supporting documentation requested by the Building Official to document compliance with this article.

Applications for renewal of licenses must be made on forms issued by the Building Official and must be accompanied by the required fee and contain any change in the information submitted since the original license was issued or the latest renewal granted. (Ord. No. 1665 § 1)

21.50.040. Term of license.

Every license issued under the provisions of this chapter is valid for the period of January 1st of each year through December 31 of that year. Licenses must be posted in the office or on the premises of the campground at all times. Any license issued after January 1st of any year shall be valid only until the following December 31st. (Ord. No. 1665 § 1)

21.50.050. Campground standards.

In addition to the standards located in the Dickinson Municipal Code, including Chapter 39, each licensee shall comply with the following standards as applicable to a Campground:

- A. Lot Limits. The limits of each campground lot must be marked or clearly defined. The lot limits must be the same as shown on accepted plans, and be in compliance with applicable municipal, state, and federal requirements. A 10 foot separation must exist between any recreational vehicle or tent.
- B. Campground Street Standards: Streets in campgrounds shall be maintained as follows:
 1. For any campgrounds created or expanded after the date of this ordinance, all streets shall be paved, such paved streets must meet standards otherwise required in the Dickinson Municipal Code and approved by the City Engineer.
 2. For any campgrounds existing as of the date of enactment of this ordinance, streets that are currently paved must be maintained in good condition and unpaved streets must be constructed or repaired so as to maintain or provide a hard surface adequate to support imposed loads of at least 75,000 in all weather conditions by the licensee within 12 months of the date of enactment of this ordinance.
 3. Subsequent to the 12 month period provided for compliance under subsection 2, licensees shall maintain all streets as otherwise required by this section and shall repair any street deficiencies within a reasonable time after discovery.
- C. Water, fuel, sanitary sewer, and electrical connections. The connection of any water, fuel, sanitary sewer and electrical service must be under the supervision of the campground owner or operator or a qualified representative of the utility company supplying fuel or electrical service, and must comply with municipal, state, and federal requirements.

- D. Propane supply.
1. In addition to a manufacturer installed or permitted propane tank on a recreation vehicle occupying a campground lot is subject to the following requirements: 1 additional external propane tank not to exceed 120 gallons is permitted on a campground lot.
 2. Any Propane Use and Placement shall be in compliance with the Fire and Building Code adopted by the City. A diagram describing set-back requirements is included under Section 21.050.070.
- E. A campground must be provided with an adequate supply of potable water complying with the state health department standards for drinking and domestic use in accordance with North Dakota Century Code section 23-10-07.
- F. Any Service Building located in the Campground must meet the requirements of the City Code, and North Dakota Century Code section 23-10-07.
- G. Emergency Management Plan. A campground owner shall submit an Emergency Management Plan to the Building Official, and make such plan available to all occupants of the campground.
- H. A Campground owner or manager shall not permit the construction or installation of accessory buildings, structures, or other non-manufacturer installed accessory structures attached to recreational vehicles on Campground lots by occupants.
- I. Occupancy record. The owner or manager of a Campground shall maintain a current record of the names of the occupants in accordance with North Dakota Century Code section 23-10-09.
- J. The owner or manager of a campground shall not permit a recreational vehicle to remain in the park or campground for a continuous period exceeding 270 days. The owner or manager of a campground shall certify that any recreational vehicle present in the campground between the months of December through February shall be All-Weather rated. The owner or manager shall retain a list of occupant compliance with this section. (Ord. No. 1665 § 1)

21.50.060. Appeal REPEALED

21.050.070. Diagram for Propane Placement.

The diagram for propane placement shall be determined by the Mechanical Code as adopted under Chapter 7. (Ord. No. 1665 § 1)

Section 21.60.080 Penalty for violation of article

The penalty for violation of any of the provisions of this article shall be a Class B misdemeanor.

Section 3: Repeal of Ordinances in Conflict. All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

Section 4: 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 5: Effective Date: This Ordinance shall be in full force and effect upon final passage.

Scott Decker, President
Board of City Commissioners

ATTEST

Dustin Dassinger, City Administrator
First Reading: _____ 2024
Second Reading: _____ 2024
Final Passage: _____ 2024

ORDINANCE NO.

AN ORDINANCE AMENDING AND RE-ENACTING ARTICLE 24.08 OF THE CITY CODE OF THE CITY OF DICKINSON, NORTH DAKOTA, RELATING TO STORAGE OF JUNK, MAINTENANCE OF BLIGHTED STRUCTURES, ETC

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

Section 1: Article 24.08 of the City Code of the City of Dickinson is hereby amended and re-enacted as follows:

ARTICLE 24.08 STORAGE OF JUNK, MAINTENANCE OF BLIGHTED STRUCTURES, ETC.

Sections:

- 24.08.010** Definitions
- 24.08.020** Certain practices declared nuisances
- 24.08.030** Liability of owners, occupants, lessees, etc., generally
- 24.08.040** Removal of junked automobile from private property by general inspector or police
- 24.08.050** Penalty for violation of article
- 24.08.060** Additional remedy

Section 24.08.010 Definitions

For the purposes of this article, the following words and phrases shall have the meanings ascribed to them by this section:

Abandoned Vehicle. Without limitation, any vehicle which has remained on private property for a period of forty-eight continuous hours or more without consent of the owner or occupant of the property or for a period of forty-eight continuous hours or more after the consent of the owner or occupant has been revoked.

Blighted Structure. Without limitation, any dwelling, garage or outbuilding; any factory, shop, store, warehouse; or any other structure or part of a structure which because of fire, wind or other natural disaster or physical deterioration is no longer habitable as a dwelling nor useful for the purpose for which it may have been intended.

Building Materials. Without limitation, lumber, bricks, concrete or cinder blocks, plumbing materials, electric wiring, or equipment, heating ducts or equipment, shingles, mortar, concrete, or cement nails, screws or any other materials used in constructing any structure.

Junk. Without limitation, parts of machinery or motor vehicles, unused furniture, stoves, refrigerators or other appliances, remnants of wood, metal or any other cast off material of any kind whether or not such material could be put to any reasonable use.

Junk Automobiles. Without limitation, any motor vehicle which is not licensed or use upon the highways of the state for a period in excess of sixty days and also includes, whether

licensed or not, any motor vehicle which is inoperative for any reason for a period in excess of sixty days; provided, that there is excepted from this definition unlicensed but operative vehicles which are kept as the stock in trade of a regularly licensed and established new or used automobile dealer.

Trash and Rubbish. Any and all forms of debris not herein otherwise classified. (Ord. No. 525.)

Section 24.08.020 Certain practices declared nuisances

It is hereby determined that the following conditions tend to result in blighted and deteriorated neighborhoods, increase in criminal activity, spread of vermin and disease and are contrary to the public peace, health, safety, and general welfare of the community:

- a) Storing or permitting the storage or accumulation of trash or rubbish.
- b) Storing or permitting the storage of or accumulation of junk, junk automobiles or abandoned vehicles on any private property within the city, except within a completely enclosed building and in compliance with the provisions of this Code and other city ordinances; provided, that this shall not be construed to preclude the storage or accumulation of junk, junk automobiles or abandoned vehicles upon the business premises of a duly licensed junk dealer, junk buyer in used auto parts, or dealer in second hand goods or junk gatherer so long as such premises are operated and maintained in compliance with the provisions of this Code and other city ordinances.
- c) Dismantling, cutting up, removing parts from or otherwise disassembling any automobile, whether it is a junk automobile, abandoned vehicle or any appliance or machinery, except in a completely enclosed building or upon the business premises of a duly licensed junk dealer, junk buyer, dealer in used auto parts, dealer in second hand goods or junk gatherer.
- d) Keeping or maintaining any blighted or vacant structure, dwelling, garage, outbuilding, factory, shop, store or warehouse, unless such structure is kept securely locked, the windows kept glazed or neatly boarded up and otherwise protected to prevent entrance thereto by unauthorized persons or such structure is in the course of construction in accordance with a valid building permit issued by the city and such construction is completed within a reasonable time.
- e) Storing or permitting the storage or accumulation of building materials on any private property, except in a completely enclosed building or where such building materials are part of the stock in trade of a business located on such property or when such materials are being used in the construction of a structure on the property in accordance with a valid building permit issued by the city and such construction is completed within a reasonable time.

Such conditions are hereby declared to be nuisances. (Ord. No. 525; Ord. No. 585.)

Section 24.08.030 Liability of owners, occupants, lessees, etc., generally

All persons maintaining or permitting the maintenance of any condition declared to be a nuisance by section 24.08.020, whether as owner, occupant, lessee, agent, servant or employee shall, except as herein otherwise provided, be equally liable as principals. (Ord. No. 525.)

Section 24.08.040 Removal of junked automobile from private property by general inspector or police

The general inspector or the police department may remove or cause to be removed any junk automobile or parts of either from any unenclosed private property after having notified in writing the owner or occupant of such property of its intention to do so at least forty-eight hours prior to such removal. Such notice shall be served personally upon the owner or occupant of the property if occupied or may be posted in a conspicuous place upon vacant or unoccupied property. Such junk automobiles or abandoned vehicles or parts of either shall be removed to the automobile pound and disposed of in accordance with law. Such removal by the police department or general inspector shall not excuse or relieve any person of the obligation imposed by this article to keep his property free from storage or accumulation of junk automobiles or abandoned vehicles, parts of junk automobiles or abandoned vehicles or parts of either nor from the penalties for violation thereof. (Ord. No. 525.) 372 of 940

Section 24.08.050 Penalty for violation of article

The penalty for violation of any of the provisions of this article shall be a Class B misdemeanor.

Section 24.08.060 Additional remedy

As an additional remedy, the operation or maintenance of any property in violation of any provisions hereof and which cause discomfort or annoyance to reasonable persons of normal sensitiveness or which endangers the comfort, repose, health or peace of residents in the area shall be deemed, and is declared to be, a public nuisance and may be subject to abatement summarily by a restraining order or injunction issued by a court of competent jurisdiction. (Ord. No. 717, § 1.)

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 upon final passage.

Scott Decker, President
Board of City Commissioners

ATTEST

Dustin Dassinger, City Administrator
First Reading: _____ 2024
Second Reading: _____ 2024
Final Passage: _____ 2024

Article 24.08 Code Updates

Presented by: Christina M. Wenko & Leonard Schwindt

Consideration to Approve



- Amends and Re-acts Article 24.08 to include a specific reference to penalty for violation of the Article
- Penalty information currently located in Chapter 11
- Change will make it easier for citizens to locate penalty information
- Mirrors penalty for noise violations

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