REGULAR MEETING OF THE CITY COMMISSION AGENDA

Tuesday, December 17, 2024 at 4:30 PM
City Hall – 38 1st Street West Dickinson, ND 58601

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

CALL TO ORDER

Resolution No: 51-2024

Ordinance No: 1812

ROLL CALL

OPENING CEREMONIES: PLEDGE OF ALLEGIANCE

1. ORDER OF BUSINESS: CONSIDERATION FOR APPROVAL

2. CONSENT AGENDA

A. Approval of Meeting Minutes dated December 3, 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. Special Election Polling Location

Presented by: Administrator Dassinger

Consideration to approve Resolution

B. 2025 Alcohol License Renewals (Enc.)

Presented by: Administrator Dassinger

Consideration to approve

C. Restaurant On - Sale Liquor License - DO Properties DBA All In Events and Catering (Enc.)

Presented by: Administrator Dassinger

Consideration to approve

D. Stark Development Corporation Single Year Funding Agreement (Enc.)

Presented by: Deputy City Administrator Carlson

Consideration to approve

E. Dickinson Public Transit Single Year Funding Agreement (Enc.)

Presented by: Deputy City Administrator Carlson

Consideration to approve

F. Monthly Financial Report (Enc.)

Presented by: Deputy City Administrator Carlson

Consideration to approve

G. Local Landmark Nomination for McDonald Block (Enc.)

Presented by: Museum Director Fuhrman

Consideration to approve Resolution

H. Historic Preservation Committee Nominee - Natalie Birchak (Enc.)

Presented by: Museum Director Fuhrman

Consideration to approve Nominee

I. Chapter 29 Code Amendment - Harassment Policy Chapter (Enc.)

Presented by: City Attorney Wenko

Consideration to approve first reading of Ordinance No. ___

J. Flexible Spending Account Amendment (Enc.)

Presented by: HR Director Nameniuk

Consideration to approve Resolution

K. HR Monthly Report (Enc.)

Presented by: HR Director Nameniuk

4. **PUBLIC WORKS**
5. **PUBLIC SAFETY - FIRE**
6. **PUBLIC SAFETY - POLICE**
7. **COMMUNITY DEVELOPMENT**

A. Sanitary Sewer Manhole Repair Contract Amendment to Moore Engineering (Enc.)

Presented by: Senior Engineer Keller

Consideration to approve Resolution

B. Special Use Permit - 004-2024 Zip Storage (Enc.)

Presented by: City Planner Birchak

Consideration to approve Resolution

C. 2024-2025 Watermain Replacement DWSRF Loan Resolution for Loan Approval Bond Attorney (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve Resolution

D. Lead Service Line Replacement DWSRF Loan Resolution for Loan Approval Bond Attorney (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve Resolution

E. Sims St and Utilities CWSRF Loan Resolution for Loan Approval Bond Attorney (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve Resolution

F. Landfill Expansion CWSRF Loan Resolution for Loan Approval Bond Attorney (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve Resolution

G. Fisher Annual Load Pass Permit (Enc.)

Presented by: Engineer and Community Development Director Skluzacek

Consideration to approve

H. Monthly Report

Presented by: Engineer and Community Development Director Skluzacek

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

A. Introduction of New Executive Director of CVB - Alicia Erickson

Presented by: Terri Thiel

B. Public Hearing - Rezone Request - REZ-007-2024 Meduna Rezone (Enc.)

Presented by: City Planner Birchak

Consideration to approve first reading and Ordinance No. _____

C. 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 December 17, 2024.
Teams Meeting: https://tinyurl.com/CCM-12-17-2024-Teams
Teams Meeting ID: 219 155 307 801 **Meeting Passcode:** XszBbb

Teams Phone #: 1-701-506-0320 **Phone Conference ID:** 721 759 698#
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.

REGULAR MEETING DICKINSON CITY COMMISSION DECEMBER 3, 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, Commissioners Jason Fridrich, John Odermann and Joe Ridl

Telephone: None

Absent: Vice President Robert Baer

1. PLEDGE OF ALLEGIANCE

2. ORDER OF BUSINESS

MOTION BY: John Odermann SECONDED BY: Joe Ridl

To approve the December 3, 2024 meeting as presented. Remove 2C – 2025 Liquor License Renewals.

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

3. CONSENT AGENDA

A. MOTION BY: Jason Fridrich SECONDED BY: Joe Ridl

B. Approval of Meeting Minutes dated November 19, 2024.

C. Approval of Accounts Payable, Commerce Bank and Checkbook

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

4. ADMINISTRATION/FINANCE

A. Legacy Square Bid Acceptance

City Administrator Dustin Dassinger states on November 18, 2024 bid opening took place for Legacy Square for 2025. Two bids were received, Spur Bar for $4,005 and Southside Saloon for $4,500. City staff recommends the bid to be awarded to the Southside Saloon.

MOTION BY: John Odermann SECONDED BY: Jason Fridrich

To approve the Legacy Square Bid for 2025 with Southside Saloon.

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

B. 2025 Tobacco License Renewals

City Administrator Dustin Dassinger presents the 2025 Tobacco License Renewals. He states there were a total of 49 renewal submittals. The City has been in contact with Superpumper on West Villard with no response. City staff is recommending approval of the 2025 tobacco license renewals.

MOTION BY: John Odermann SECONDED BY: Jason Fridrich

To approve the 2025 Tobacco License Renewals as presented.

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

C. 2025 Alcohol License Renewals

Removed from agenda

D. Recall Election Update

City Administrator Dustin Dassinger updates the Commission on the recall election. He states the recall is being held due a petition submitted to the City Administrator that meets

the threshold for the number of valid signatures required (424) to initiate the recall process for Commissioner Fridrich. The recall election will take place on March 11th, 2025 at the Biesiot Activity Center (BAC) from 7: 00 am – 7:00 pm MT. Administrator Dassinger outlines the timeline of events regarding the recall. The election will be held on March 11, 2025.

Administrator Dassinger stated the county has given the City guidance but will not administer the election. The election will be running by the City and this is the first election it has ever run. The cost estimate will be at least $20,000 or higher.

E. System/Network Administrator Job Description

IT Director Aaron Meyer states to fairly and accurately represent the IT Staff positions an extensive review process throughout 2024 in order to update the existing Advanced Computer Technician Job Description. This position had a name change to System/Network Administrator. The intent of this rewrite is not only to encompass the job duties that are being performed, but also to ensure it remains current with our ever-changing field. This change will move the position from Grade 15 to Grade 17, and will become an Exempt Position.

MOTION BY: Joe Ridl SECONDED BY: Jason Fridrich
To approve the System/Network Administrator Job Description

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

F. Multimedia and Computer Support Specialist Job Description

IT Director Aaron Meyer states in an effort to fairly and accurately represent the IT Staff positions, an extensive review process throughout 2024 in order to update the existing Computer Technician Job Description. This position will be renamed to Multimedia and Computer Support Specialist. The intent of this rewrite is not only to encompass the job duties that are being performed, but also to ensure it remains current with our ever-changing field. This change will move the position from Grade 12 to Grade 14, and will remain as Non-Exempt.

MOTION BY: John Odermann SECONDED BY: Jason Fridrich
To approve the System/Network Administrator Job Description

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

5. PUBLIC WORKS

A. Reports

6. PUBLIC SAFETY

A. Fire

None

B. Police

None

7. COMMUNITY DEVELOPMENT SERVICES

A. 202105 – 4th Street East and 26th Avenue East Street Project Contract Amendment to Civil Science

Senior Engineer Kris Keller presents a task order amendment with Civil Science Infrastructure, Inc. to perform engineering services for the project at 4th Street East and 26th Avenue East Street improvements for an hourly not to exceed amount as specified in the contract of $59,000.00. The City Attorney has reviewed this contract, and has no comments.

MOTION BY: Jason Fridrich SECONDED BY: Joe Ridl
To approve the task order amendment with Civil Science for 4th Street E and 26th Avenue E.
DISPOSITION: Roll call vote…Aye 4, Nay 0, Absent 1
Motion declared duly passed

B. 2025 Watermain DWR Letter of Approval to Submit Grant Application
Senior Engineer Kris Keller presents a letter of approval to submit a grant application to the North Dakota Department of Water Resources regarding the 2025 Watermain Project. The project is anticipated to replace approximately 12-blocks of aged 6-inch cast iron watermains with 8-inch PVC watermains. The 6-inch cast iron watermains are the most frequent watermains to break within the City of Dickinson which is why these are a priority for the project. The City of Dickinson appreciates the opportunity to apply for the municipal water supply grant through the DWR. The grant will allow the City to provide safe and adequate drinking water to our citizens for years to come.

MOTION BY: Joe Ridl SECONDED BY: John Odermann
To approve the 2025 Watermain Letter of Support for grant application.

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

C. Dickinson High School DWR Letter of Approval to Submit Grant Application
Senior Engineer Kris Keller presents for the Commission consideration a letter of support for the North Dakota Department of Water Resources (DWR) grant application to authorized the City of Dickinson to submit the project grant application. The municipal water supply cost share maximum is 60% from the DWR, and 40% from the Dickinson Public School District. Both construction and construction engineering costs are eligible cost share items. He states the intent is to create a development agreement between the City of Dickinson and the Dickinson Public Schools to require the funding of the watermain for the project to be the requirement of Dickinson Public Schools. A utility easement will be created for the property to encompass the proposed watermain which will be dedicated to the City of Dickinson. The City of Dickinson will own and maintain the proposed watermain after it is installed. The watermain is intended to be looped from Empire Road to Fairway Street with the intent of minimizing any potential future risk of not supplying water to the High School if there were to be an issue with the City of Dickinson infrastructure. This letter of support is a new requirement from the DWR.

Commissioner Jason Fridrich this area is not in the right-away. He is questioning the matching grant as this is not a public right-away. This is questionable.

Engineer Keller states that the Dickinson Public Schools will be dedicating this right-away to the City.

MOTION BY: John Odermann SECONDED BY: Jason Fridrich
To approve the Dickinson High School Letter of Support for grant application.

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

D. Sims – 9th Street E to 2nd Street E DWR Letter of Approval to Submit Grant Application
Senior Engineer Kris Keller presents a support letter to the North Dakota Department of Water Resources (DWR) grant application regarding the Sims – 9th St E to 2nd St E Project; City of Dickinson project number 202509. The project is anticipated to replace approximately 6-blocks of aged 6-inch cast iron watermains with 8-inch PVC watermains. The 6-inch cast iron watermains are the most frequent watermains to break within the City of Dickinson which is why these are a priority for the project. The City of Dickinson appreciates the opportunity to apply for the municipal water supply grant through the DWR. The grant will allow the City to provide safe and adequate drinking water to our citizens for years to come.

MOTION BY: Jason Fridrich SECONDED BY: Joe Ridl

To approve letter of support for Sims - 9th Street East to 2nd Street E.

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

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

A. Abatement Hearing

City Assessor Joe Hirschfeld presents a Sierra Ridge abatement for tax years 2022 and 2023. He states the property was sold in July, 2023 for $26,410,000 which is a 9 GIM. Assessor Hirschfeld states this is a $42,963,081 average income for 3 years. Mr. Hirschfeld states the average the city has had for Sierra Ridge over the past several years is within 1%. He states Vanguard did value this property at $29 million. Assessor Hirschfeld states this was done some time in the middle of 2023. He states this was the essence and they don't come back and cherry pick the years, what is going to happen with the low years.

Mr. Gabriel Ehlers states that he would like to have a value of $27 million for the years of 2022 and 2023. Mr. Ehlers visits about the preferred methodology he would like to have and he is requesting a decrease in the value.

Commissioner Jason Fridrich states the sale that happened in July should have had the adjusted tax value in 2024. He states the City cannot go back because it was sold in July and adjust in 2024 and not in 2023. Commissioner Fridrich would like to know what is the market value in the year and it was probably the City's fault for not having the true and full value.

Mr. Ehlers does agree with Commissioner Fridrich as the property was assessed $29 million six months prior but unlikely $26 million.

President Scott Decker states the owners cannot cherry pick but he does agree with the other Commissioners that if there is a sale and if the City was wrong at one point, then we were wrong. The City should admit if they were too high or too low.

MOTION BY: Jason Fridrich SECONDED BY: John Odermann
To approve the request for Sierra Ridge value for the years of 2022 and 2023 of $27 million for those two years.

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

Commissioner John Odermann states that it is okay that we can admit when we are wrong.

B. Public Hearing – Gate City Bank Revitalization Program

City Engineer Natalie Birchak presents a short overview of the Gate City Bank Revitalization Program. She states this program is to encourage residents to rehab their existing residences throughout the City. This program would allow Gate City Bank to have lower interest loans to spur revitalization projects. There is not a limited amount to these projects. Gate City Bank has partnered with 14 communities. Ms. Birchak reviews the process of the application. The loans can be from $10,000 to $100,000.

President Scott Decker opens the public hearing at 5:35 p.m.

Ryan Messano feels the City should look into this program a little deeper and see what is going on with banks as they have a much bigger topic. HE feels they are the biggest thieves and criminals. He states banks are not good for the citizens.

President Scott Decker closes the public hearing at 5:39 p.m.

President Scott Decker states this is a voluntary program. The resident would need to apply and qualify and the City is not forcing anyone to apply for this program.

MOTION BY: John Odermann SECONDED BY: Jason Fridrich
To approve Gate City Bank Revitalization Program.

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

C. Public Comments Not on Agenda

Ryan Messano

Ryan Messano visits about the recall election for the City of Dickinson. He is from California and has moved to North Dakota. He is the oldest of 18 children. He has been arrested 7 times in the past four years. He states US is dealing with unprecedent tyranny. He states the love of money is the root of all evil. He states the country is giving the most federal aide to Israel. He states the country needs to be aware of the very clear operations to shut down conversations. He does not like the Jews and we might want to pay attention to this. He is not an advocate to harm or pain any person but the commission will need to answer to their decisions. He would like to restore justice and stop hate crime law. He states of the people should be free.

9. COMMISSION

No Comments

ADJOURNMENT

MOTION BY: Jason Fridrich SECONDED BY: Joe Ridl
Adjournment of the meeting was at 5:55 P.M.

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

OFFICIAL MINUTES PREPARED BY:

_____
Rita Binstock, Assistant to City Administrator

APPROVED BY:

_____
Dustin Dassinger, City Administrator

_____
Scott Decker, President
Board of City Commissioners

Date: December 17, 2024

Please Approve the following Manual Checks on 12-17-2024

CK#129506	BEK CONSULTING	2967428.49
CK#129507	CHARBONNEAU CAR CENTER	47199
CK#129508	FLORDIA STATE DISBURSEMENT	161.54
CK#129509	MONTANA DAKOTA UTILITIES	28620.57
CK#129510	WI SCTF	244
CK#129643	ENTERTAINMENT EXPLOSION	300
CK#129644	TROY KUNTZ	300
CK#129645	LAURA BETH WALTERS	300
CK#129646	CENTRAL DAKOTA FORENSIC NURSE	16888.96

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson
Payables Management

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: 12/11/2024

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: 5714 **Name:** ACCENT WIRE-TIE **Class ID:** **FED TAX CLAS:** S-CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	10055253	INV	11/26/2024	11/26/2024	$275.36	WASHERS, SCRW, SPACERS,		$275.36			
							Due				
Voucher(s): 1						Aged Totals:	$275.36	$275.36	$0.00	$0.00	$0.00

Vendor ID: 4977 **Name:** ADVANTAGE CREDIT BUREAU **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	63446	INV	12/2/2024	12/2/2024	$170.00	CREDIT BUREAU CHECKS		$170.00			
							Due				
Voucher(s): 1						Aged Totals:	$170.00	$170.00	$0.00	$0.00	$0.00

Vendor ID: 5115 **Name:** ALLSTATE PETERBILT OF DICKINSON **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	4603111886	INV	11/26/2024	11/26/2024	$912.43	WORK DONE ON PETERBILT S		$912.43			
	4604199037	INV	12/2/2024	12/2/2024	$184.44	FILTER-AIR, CHANNEL FLOW I		$184.44			
	4604199012	INV	12/4/2024	12/4/2024	$80.44	BELT POLY		$80.44			
	4604199228	INV	12/5/2024	12/5/2024	$56.04	ROUND 6 LED BALCK WORK L		$56.04			
	4604199059	INV	12/9/2024	12/9/2024	$184.44	FILTER AIR CHANNEL FLOW E		$184.44			
							Due				
Voucher(s): 5						Aged Totals:	$1,417.79	$1,417.79	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	11430148451919435	INV	11/25/2024	11/25/2024	$109.97	DIPTN BOOK ORDERING		$109.97			
	1J1MQJH7L7XW	INV	11/26/2024	11/26/2024	$2,537.77	BATTERIES, THERMAL ROLL L		$2,537.77			
	11286686693009800	INV	11/27/2024	11/27/2024	$268.59	PROGRAMMING		$268.59			
	1YH4T1Q9YP9T	INV	11/30/2024	11/30/2024	$2,019.00	HUSQVARNA POWER CUTTEI		$2,019.00			
	11N6LH3VXX64	INV	12/2/2024	12/2/2024	$63.98	XTOOL BLACK LASER MARKIN		$63.98			
	1V7D66D9X7RK	INV	12/5/2024	12/5/2024	$287.73	BUSH FURNITURE SOMERSET		$287.73			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

			Due				
Voucher(s): 6	Aged Totals:	$5,287.04	$5,287.04	$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
	20124	INV	11/30/2024	11/30/2024	$1,861.00	ON CALL MODELING TASKS		$1,861.00			
	20125	INV	11/30/2024	11/30/2024	$1,740.50	GENERAL PLANNING & MODE		$1,740.50			
	20126	INV	11/30/2024	11/30/2024	$339.00	202404 LIFT STATION 7		$339.00			
	20128	INV	11/30/2024	11/30/2024	$208.00	202303 CELL #4 PIPING		$208.00			
	20129	INV	11/30/2024	11/30/2024	$30,586.00	202402 2024 WATERMAIN & LE		$30,586.00			
	20131	INV	11/30/2024	11/30/2024	$4,628.00	202503 2025 WATERMAIN & LE		$4,628.00			
	20164	INV	11/30/2024	11/30/2024	$26,500.00	202104 SIMS ST IMPROVEMEN		$26,500.00			

			Due				
Voucher(s): 7	Aged Totals:	$65,862.50	$65,862.50	$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
	INUS303579	INV	12/3/2024	12/3/2024	$1,137.03	AXON INTERVIEW POE SWITC		$1,137.03			

			Due				
Voucher(s): 1	Aged Totals:	$1,137.03	$1,137.03	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2038692999	INV	11/12/2024	11/12/2024	$35.41	BC		$35.41			
	2038693009	INV	11/12/2024	11/12/2024	$148.86	DIP		$148.86			
	2038695287	INV	11/12/2024	11/12/2024	$16.15	BCSD		$16.15			
	2038696263	INV	11/13/2024	11/13/2024	$857.15	DIP CH		$857.15			
	2038698054	INV	11/14/2024	11/14/2024	$70.40	DIP TEEN		$70.40			
	2038702140	INV	11/15/2024	11/15/2024	$573.46	BC		$573.46			
	2038702146	INV	11/15/2024	11/15/2024	$349.27	BC		$349.27			
	2038715232	INV	11/21/2024	11/21/2024	$229.70	DIP CH		$229.70			
	2038724008	INV	11/26/2024	11/26/2024	$144.31	DIP TEEN		$144.31			
	2038724959	INV	11/26/2024	11/26/2024	$31.71	DIP		$31.71			
	2038725649	INV	11/26/2024	11/26/2024	$149.60	DIP TEEN		$149.60			

	2038727327	INV	11/26/2024	11/26/2024	$151.79	DIP		$151.79				
	2038727341	INV	11/26/2024	11/26/2024	$144.79	BC		$144.79				
							Due					
Voucher(s):	13					Aged Totals:	$2,902.60	$2,902.60	$0.00	$0.00	$0.00	

Vendor ID: 6203 **Name:** BALCO UNIFORM - POLICE ACCOUNT **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	81632-2	INV	11/27/2024	11/27/2024	$151.80	CLOTHING FOR PD, EMBLEMS		$151.80			
	81835-1	INV	12/6/2024	12/6/2024	$158.00	CLOTHING FOR PD		$158.00			
							Due				
Voucher(s):	2					Aged Totals:	$309.80	$309.80	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	34451050.02-7	INV	10/14/2024	10/14/2024	$3,423.00	202108 EAST BROADWAY DAI			$3,423.00		
	34451050.02-8	INV	11/8/2024	11/8/2024	$18,166.00	202108 EAST BROADWAY DAI			$18,166.00		
	34451050.02-9	INV	12/10/2024	12/10/2024	$3,654.74	202108 EAST BROADWAY DAI		$3,654.74			
							Due				
Voucher(s):	3					Aged Totals:	$25,243.74	$3,654.74	$21,589.00	$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
	00730100614	INV	12/6/2024	12/6/2024	$34,566.00	202215 LIBRARY EXPANSION		$34,566.00			
							Due				
Voucher(s):	1					Aged Totals:	$34,566.00	$34,566.00	$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
	202110 1	INV	11/25/2024	11/25/2024	$161,179.62	202110 STATE AVE BRIDGE RI		$161,179.62			
							Due				
Voucher(s):	1					Aged Totals:	$161,179.62	$161,179.62	$0.00	$0.00	$0.00

Vendor ID: 2551 **Name:** BLACKSTONE AUDIO, 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
	2180385	INV	12/3/2024	12/3/2024	$94.00	DIP AV		$94.00			
							Due				
Voucher(s):	1					Aged Totals:	$94.00	$94.00	$0.00	$0.00	$0.00

Vendor ID: 6315 **Name:** BOSCH TROY **Class ID:** **FED TAX CLAS:** COMMITTEE MEMBER

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and
	MEETINGS @ $100 E/	INV	12/6/2024	12/6/2024	$600.00	2024 BOA MEETINGS (6)		$600.00			

	MEETINGS @ $100 E/	INV	12/11/2024	12/11/2024	$700.00	2024 P & Z MEETINGS (7)		$700.00			
							Due				
Voucher(s):	2					Aged Totals:	$1,300.00	$1,300.00	$0.00	$0.00	$0.00

Vendor ID: 4390 **Name:** BRAUN DISTRIBUTING **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	36265	INV	12/6/2024	12/6/2024	$33.80	4 5 GAL SPRING WATERS		$33.80			
							Due				
Voucher(s):	1					Aged Totals:	$33.80	$33.80	$0.00	$0.00	$0.00

Vendor ID: 3527 **Name:** BRAUN INTERTEC CORPORATION **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
	B410500	INV	12/2/2024	12/2/2024	$13,337.50	202417 5TH ST SE FROM 3RD		$13,337.50			
	B410502	INV	12/2/2024	12/2/2024	$1,259.50	201601 NORTH INDUSTRIES		$1,259.50			
	B410504	INV	12/2/2024	12/2/2024	$4,761.75	202509 SIMS ST 2ND ST E-9TH		$4,761.75			
	B410505	INV	12/2/2024	12/2/2024	$2,542.50	202503 2025 WATERMAIN & LE		$2,542.50			
							Due				
Voucher(s):	4					Aged Totals:	$21,901.25	$21,901.25	$0.00	$0.00	$0.00

Vendor ID: 592 **Name:** BRAVERA INSURANCE **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	17136	INV	11/27/2024	11/27/2024	$109.00	ENDT ADD 2024 FORD EXPED		$109.00			
							Due				
Voucher(s):	1					Aged Totals:	$109.00	$109.00	$0.00	$0.00	$0.00

Vendor ID: 2396 **Name:** BREN, PAT **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
	MEETING @ $100 EA	INV	12/6/2024	12/6/2024	$100.00	2024 CITY WEED MEETING (1)		$100.00			
	MEETINGS @ $100 E/	INV	12/6/2024	12/6/2024	$300.00	2024 BOA MEETINGS (3)		$300.00			
							Due				
Voucher(s):	2					Aged Totals:	$400.00	$400.00	$0.00	$0.00	$0.00

Vendor ID: 3423 **Name:** BULLINGER, SCOTT **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
	MEETINGS @ $100 E/	INV	12/11/2024	12/11/2024	$1,000.00	2024 P & Z MEETINGS (10)		$1,000.00			
							Due				
Voucher(s):	1					Aged Totals:	$1,000.00	$1,000.00	$0.00	$0.00	$0.00

Vendor ID: 4657 **Name:** BURKE, BRUCE **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

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	1 MEETING @ $100 E	INV	12/6/2024	12/6/2024	$100.00	2024 WEED BOARD MEETINGS		$100.00				
	4 MEETINGS @ $100	INV	12/6/2024	12/6/2024	$400.00	2024 BOA MEETINGS (4)		$400.00				
								Due				
Voucher(s):	**2**					**Aged Totals:**		**$500.00**	**$500.00**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 9574 **Name:** BURNS & McDONNELL ENGINEERING Co. **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	165820-10	INV	12/4/2024	12/4/2024	$21,664.90	202216 BALER/RECYCLING EX		$21,664.90			
								Due			
Voucher(s):	**1**					**Aged Totals:**		**$21,664.90**	**$21,664.90**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 1786 **Name:** BUSINESS SOFTWARE 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
	24-2096	INV	11/23/2024	11/23/2024	$10,162.00	HOSTED SOFTWARE		$10,162.00			
								Due			
Voucher(s):	**1**					**Aged Totals:**		**$10,162.00**	**$10,162.00**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 96 **Name:** BUTLER MACHINERY CO **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	09PS0370499	INV	12/7/2024	12/7/2024	$556.17	SEALS, GASKETS, HOSES, ET		$556.17			
								Due			
Voucher(s):	**1**					**Aged Totals:**		**$556.17**	**$556.17**	**$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
	7242	INV	11/30/2024	11/30/2024	$133.00	MENDING FOR POLICE DEPT		$133.00			
								Due			
Voucher(s):	**1**					**Aged Totals:**		**$133.00**	**$133.00**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 5560 **Name:** CARGILL, 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
	2910250794	INV	11/19/2024	11/19/2024	$3,760.40	SERVICE PARTS		$3,760.40			
								Due			
Voucher(s):	**1**					**Aged Totals:**		**$3,760.40**	**$3,760.40**	**$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
	2781-425176	CRM	12/3/2024		($175.79)	RETURN BATTERY		($175.79)			
	2781-425170	INV	12/3/2024	12/3/2024	$100.00	11 BRAKLEEN NON CHRLORI		$100.00			
	2781-425174	INV	12/3/2024	12/3/2024	$175.79	BATTERY		$175.79			
	2781-425175	INV	12/3/2024	12/3/2024	$213.38	12V COMMER BATTERY		$213.38			

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	2781-425288	INV	12/5/2024	12/5/2024	$38.87	SERP BELT		$38.87				
								Due				
Voucher(s):	5					Aged Totals:		$352.25	$352.25	$0.00	$0.00	$0.00

Vendor ID: 4275 **Name:** CDW GOVERNMENT **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
	AB5W17A	INV	11/14/2024	11/14/2024	$3,587.68	HP PROBOOK NOTEBOOK		$3,587.68			
								Due			
Voucher(s):	1					Aged Totals:		$3,587.68	$3,587.68	$0.00	$0.00	$0.00

Vendor ID: 3431 **Name:** CENGAGE LEARNING **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	85977270	INV	11/20/2024	11/20/2024	$58.48	DIP		$58.48			
	85994280	INV	11/21/2024	11/21/2024	$54.73	DIP		$54.73			
	85994478	INV	11/21/2024	11/21/2024	$73.47	DIP		$73.47			
	86020723	INV	12/3/2024	12/3/2024	$143.95	DIP		$143.95			
	86032006	INV	12/5/2024	12/5/2024	$131.20	DIP		$131.20			
	86032751	INV	12/5/2024	12/5/2024	$50.98	DIP		$50.98			
	86033211	INV	12/5/2024	12/5/2024	$53.98	DIP		$53.98			
								Due			
Voucher(s):	7					Aged Totals:		$566.79	$566.79	$0.00	$0.00	$0.00

Vendor ID: 113 **Name:** CHARBONNEAU CAR CENTER **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	210329	INV	11/27/2024	11/27/2024	$119.00	HINGE FRONT DOOR LOWER		$119.00			
								Due			
Voucher(s):	1					Aged Totals:		$119.00	$119.00	$0.00	$0.00	$0.00

Vendor ID: 9953 **Name:** CITY OF CARRINGTON **Class ID:** **FED TAX CLAS:** GOVERNMENT

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	111924	INV	11/19/2024	11/19/2024	$16.98	REPLACEMENT COST FOR BC		$16.98			
								Due			
Voucher(s):	1					Aged Totals:		$16.98	$16.98	$0.00	$0.00	$0.00

Vendor ID: 4721 **Name:** CIVIL SCIENCE INFRASTRUCTURE INC **Class ID:** **FED TAX CLAS:** CORPORATION

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	17150	INV	11/19/2024	11/19/2024	$3,453.00	202105 4TH & 5TH ST E 26TH /		$3,453.00			
	17197	INV	12/5/2024	12/5/2024	$1,217.50	202319 ENTRANCE SIGNS		$1,217.50			

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							Due				
Voucher(s):	2					Aged Totals:	$4,670.50	$4,670.50	$0.00	$0.00	$0.00

Vendor ID: 9595 **Name:** CLAWSON STEVEN **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
	SC 120324	INV	12/3/2024	12/3/2024	$1,279.70	EMPLOYEE EXP-STEVEN CLA		$1,279.70			

							Due				
Voucher(s):	1					Aged Totals:	$1,279.70	$1,279.70	$0.00	$0.00	$0.00

Vendor ID: 4683 **Name:** COLDSPRING **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2305691	INV	11/19/2024	11/19/2024	$352.00	NS-1 ROSE NICHE FRONT		$352.00			
	2307404	INV	11/21/2024	11/21/2024	$352.00	NS-1 ROSE NICHE FRONT		$352.00			
	2307405	INV	11/21/2024	11/21/2024	$352.00	NS-3 ROSE NICHE FRONT		$352.00			

							Due				
Voucher(s):	3					Aged Totals:	$1,056.00	$1,056.00	$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 120124	INV	12/1/2024	12/1/2024	$4,238.48	MONTHLY PHONE BILLING		$4,238.48			
	3027600 120124	INV	12/1/2024	12/1/2024	$60.89	MONTHLY PHONE BILLING		$60.89			
	423500 120124	INV	12/1/2024	12/1/2024	$142.64	MONTHLY PHONE BILLING		$142.64			

							Due				
Voucher(s):	3					Aged Totals:	$4,442.01	$4,442.01	$0.00	$0.00	$0.00

Vendor ID: 9959 **Name:** CORO MEDICAL 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
	PS-INV2224816	INV	12/5/2024	12/5/2024	$6,630.00	PHYSIO CONTROL LIFEPAK, M		$6,630.00			

							Due				
Voucher(s):	1					Aged Totals:	$6,630.00	$6,630.00	$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
	14357	INV	10/21/2024	10/21/2024	$222.16	LINER CAN HDEN, CLRN GERI			$222.16		
	27730A	INV	11/18/2024	11/18/2024	$42.67	CLNR FLOOR DAMP MOP CON		$42.67			

							Due				
Voucher(s):	2					Aged Totals:	$264.83	$42.67	$222.16	$0.00	$0.00

Vendor ID: 5999 **Name:** DAKOTA BUSINESS SOLUTIONS **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and
	1376	INV	11/25/2024	11/25/2024	$1,756.51	09-30-24 STATEMENTS		$1,756.51			

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	1377	INV	11/25/2024	11/25/2024	$2,090.66	STATEMENTS 10-20-24		$2,090.66				
	1378	INV	11/25/2024	11/25/2024	$1,862.41	FOLD & INSERT STMTS/ENVEI		$1,862.41				
							Due					
Voucher(s):	3					Aged Totals:	$5,709.58	$5,709.58	$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
	120524	INV	12/5/2024	12/5/2024	$3,641.28	CONVEYANCE FEE		$3,641.28			
							Due				
Voucher(s):	1					Aged Totals:	$3,641.28	$3,641.28	$0.00	$0.00	$0.00

Vendor ID: 6448 **Name:** DD'S FIX IT SHOP 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
	112624	INV	11/26/2024	11/26/2024	$40.00	MOTOR FOR MINIATURE OIL F		$40.00			
							Due				
Voucher(s):	1					Aged Totals:	$40.00	$40.00	$0.00	$0.00	$0.00

Vendor ID: 9639 **Name:** DECKER VAL **Class ID:** 1099 **FED TAX CLAS:** P&Z BOARD MEMBER

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	MEETNGS @ $100 EA	INV	12/11/2024	12/11/2024	$1,100.00	2024 P & Z MEETINGS (11)		$1,100.00			
							Due				
Voucher(s):	1					Aged Totals:	$1,100.00	$1,100.00	$0.00	$0.00	$0.00

Vendor ID: 162 **Name:** DENNYS ELECTRIC INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	202308 11	INV	10/10/2024	10/10/2024	$67,992.35	202308 SUNDANCE COVE LIGI				$67,992.35	
							Due				
Voucher(s):	1					Aged Totals:	$67,992.35	$0.00	$0.00	$67,992.35	$0.00

Vendor ID: 6298 **Name:** DIAMOND H RENTALS **Class ID:** 1099 **FED TAX CLAS:** PARTNERSHIP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2037	INV	12/1/2024	12/1/2024	$4,320.00	ADVERISING -BILLBOARD		$4,320.00			
							Due				
Voucher(s):	1					Aged Totals:	$4,320.00	$4,320.00	$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 TRE/OC NOV	INV	12/3/2024	12/3/2024	$60,810.10	TRANSIT EXPENDITURE		$60,810.10			
							Due				
Voucher(s):	1					Aged Totals:	$60,810.10	$60,810.10	$0.00	$0.00	$0.00

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Vendor ID: 175 **Name:** DICKINSON PARKS & REC **Class ID:** **FED TAX CLAS:** GOVERN

Voucher/ Payment 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 TRE/AID NOV	INV	12/3/2024	12/3/2024	$33,613.12	TRANSIT EXPEN/GENERAL RE		$33,613.12			
							Due				
Voucher(s): 1						Aged Totals:	$33,613.12	$33,613.12	$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	12/9/2024	12/9/2024	$2,318.05	EMPLOYEE MEMBERSHIPS		$2,318.05			
							Due				
Voucher(s): 1						Aged Totals:	$2,318.05	$2,318.05	$0.00	$0.00	$0.00

Vendor ID: 182 **Name:** DICKINSON 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
	1-GS186947	INV	12/10/2024	12/10/2024	$584.00	4 EAGLE ENFORCER AW		$584.00			
							Due				
Voucher(s): 1						Aged Totals:	$584.00	$584.00	$0.00	$0.00	$0.00

Vendor ID: 167 **Name:** DICKINSON TR AIRPORT **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 CO RECD NO	INV	12/5/2024	12/5/2024	$20,478.89	TRANSIT EXPENDITURE		$20,478.89			
							Due				
Voucher(s): 1						Aged Totals:	$20,478.89	$20,478.89	$0.00	$0.00	$0.00

Vendor ID: 9957 **Name:** DO PROPERTIES **Class ID:** 1099 **FED TAX CLAS:** ONE TIME VENDOR

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	121024	INV	12/10/2024	12/10/2024	$250.00	REIMBURSEMENT LIQUOR LIC		$250.00			
							Due				
Voucher(s): 1						Aged Totals:	$250.00	$250.00	$0.00	$0.00	$0.00

Vendor ID: 192 **Name:** DONS FILTER & FURNACES UNLIMITED **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	056054	INV	12/5/2024	12/5/2024	$125.52	12 MISC FILTERS		$125.52			
	056055	INV	12/5/2024	12/5/2024	$72.42	6 MISC FILTERS		$72.42			
	056056	INV	12/5/2024	12/5/2024	$360.00	12 MISC PLEATED FILTERS		$360.00			
							Due				
Voucher(s): 3						Aged Totals:	$557.94	$557.94	$0.00	$0.00	$0.00

Vendor ID: 5695 **Name:** DOVER PUBLICATIONS, 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
	93021027	INV	11/20/2024	11/20/2024	$248.73	GIFT SHOP STOCK		$248.73			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

							Due				
Voucher(s):	1					Aged Totals:	$248.73	$248.73	$0.00	$0.00	$0.00

Vendor ID: 5981 **Name:** DUNN COUNTY SHERIFF **Class ID:** 1099 **FED TAX CLAS:** TRUST/ESTATE

Voucher/ Payment 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	12/10/2024	12/10/2024	$1,000.00	2024 SW GRANT FUNDS AWA		$1,000.00			
							Due				
Voucher(s):	1					Aged Totals:	$1,000.00	$1,000.00	$0.00	$0.00	$0.00

Vendor ID: 4135 **Name:** EAST END AUTO (CITY ACCT) **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
	18537	INV	12/3/2024	12/3/2024	$660.00	TOWED BOOKMOBILE MEDOF		$660.00			
							Due				
Voucher(s):	1					Aged Totals:	$660.00	$660.00	$0.00	$0.00	$0.00

Vendor ID: 2535 **Name:** ELECTRIC PUMP **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	027902	INV	12/3/2024	12/3/2024	$12,493.64	60HP US/NIDEC MOTOR		$12,493.64			
							Due				
Voucher(s):	1					Aged Totals:	$12,493.64	$12,493.64	$0.00	$0.00	$0.00

Vendor ID: 2740 **Name:** ERNST, TREVOR **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
	MEETING @ $100 EA	INV	12/6/2024	12/6/2024	$100.00	2024 WEED BOARD MEETING		$100.00			
	MEETINGS @ $100 E/	INV	12/6/2024	12/6/2024	$400.00	2024 BOA MEETINGS (4)		$400.00			
							Due				
Voucher(s):	2					Aged Totals:	$500.00	$500.00	$0.00	$0.00	$0.00

Vendor ID: 6237 **Name:** EVOQUA WATER TECHNOLOGIES LLC **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	906768253	INV	11/26/2024	11/26/2024	$20,331.20	3880 GAL BIOXIDE		$20,331.20			
							Due				
Voucher(s):	1					Aged Totals:	$20,331.20	$20,331.20	$0.00	$0.00	$0.00

Vendor ID: 181 **Name:** FACTORY MOTOR PARTS **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
	206-021810	INV	12/2/2024	12/2/2024	$46.88	2 HATCH LIFT SUPPORT		$46.88			
	1-10299780	INV	12/3/2024	12/3/2024	$99.65	BATTERY		$99.65			
							Due				
Voucher(s):	2					Aged Totals:	$146.53	$146.53	$0.00	$0.00	$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

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
	NDDIC202292	INV	11/25/2024	11/25/2024	$39.90	3/4 10 TOP LK GR C		$39.90			
							Due				
Voucher(s): 1						Aged Totals:	$39.90	$39.90	$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
	1114426	INV	11/18/2024	11/18/2024	$54.87	SPUD COUP ASSY CP, VB CP		$54.87			
							Due				
Voucher(s): 1						Aged Totals:	$54.87	$54.87	$0.00	$0.00	$0.00

Vendor ID: 4084 **Name:** FERGUSON WATERWORKS #2516 **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	WI008496-1	INV	11/22/2024	11/22/2024	$417.84	CURB BX ECC REP TOP WTR		$417.84			
	WI008628	INV	12/4/2024	12/4/2024	$812.22	LF 1 STR MTR COUP, FLAG KI		$812.22			
	WI008629	INV	12/4/2024	12/4/2024	$467.30	1-1/4 CB REP LIB		$467.30			
							Due				
Voucher(s): 3						Aged Totals:	$1,697.36	$1,697.36	$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
	IN200-2001696	INV	11/20/2024	11/20/2024	$897.00	10MB FLAT DATA PLAN US WI		$897.00			
							Due				
Voucher(s): 1						Aged Totals:	$897.00	$897.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	I2024-00037747	INV	7/31/2024	7/31/2024	$480.00	WEEKLY CONCERT ADVERTIS					$480.00
	MP148685 113024	INV	11/30/2024	11/30/2024	$355.00	ADVERTISING -LIBRARY		$355.00			
							Due				
Voucher(s): 2						Aged Totals:	$835.00	$355.00	$0.00	$0.00	$480.00

Vendor ID: 5968 **Name:** FRANCHUK, DEAN **Class ID:** **FED TAX CLAS:** P&Z MEMBER

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	MEETINGS @ $100 E/	INV	12/11/2024	12/11/2024	$1,100.00	2024 P & Z MEETINGS (11)		$1,100.00			
							Due				
Voucher(s): 1						Aged Totals:	$1,100.00	$1,100.00	$0.00	$0.00	$0.00

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

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

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	029590718	INV	11/8/2024	11/8/2024	$153.98	S/S FIREFIGHTER SHIRT NOM			$153.98			
								Due				
Voucher(s):	1					Aged Totals:		$153.98	$0.00	$153.98	$0.00	$0.00

Vendor ID: 9956 **Name:** GAUMARD SCIENTIFIC COMPANY INC **Class ID:** 1099 **FED TAX CLAS:** S-CORPORATION

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	121907	INV	12/3/2024	12/3/2024	$39,575.00	CODE BLUE AD MED RESUSC		$39,575.00			
							Due				
Voucher(s):	1					Aged Totals:	$39,575.00	$39,575.00	$0.00	$0.00	$0.00

Vendor ID: 243 **Name:** GEORGES TIRE SHOP 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
	186581	INV	12/3/2024	12/3/2024	$40.00	FIX FLAT		$40.00			
							Due				
Voucher(s):	1					Aged Totals:	$40.00	$40.00	$0.00	$0.00	$0.00

Vendor ID: 6082 **Name:** GOOSENECK IMPLEMENT **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	11189890	INV	10/23/2024	10/23/2024	$2.58	3 WASHERS			$2.58		
							Due				
Voucher(s):	1					Aged Totals:	$2.58	$0.00	$2.58	$0.00	$0.00

Vendor ID: 9638 **Name:** HAUGEN RICHARD **Class ID:** 1099 **FED TAX CLAS:** P&Z BOARD MEMBER

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	MEETINGS @ $100 E/	INV	12/11/2024	12/11/2024	$1,000.00	2024 P & Z MEETINGS (10)		$1,000.00			
							Due				
Voucher(s):	1					Aged Totals:	$1,000.00	$1,000.00	$0.00	$0.00	$0.00

Vendor ID: 6153 **Name:** HAVELKA, DESIREE **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
	MILEAGE 2024	INV	12/2/2024	12/2/2024	$63.45	MILEAGE FOR 2024		$63.45			
							Due				
Voucher(s):	1					Aged Totals:	$63.45	$63.45	$0.00	$0.00	$0.00

Vendor ID: 362 **Name:** HAYNES, MELBYE LAW OFFICE PLLC **Class ID:** 1099 **FED TAX CLAS:** ATTORNEY

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	30752	INV	12/5/2024	12/5/2024	$364.59	LEGAL SERVICES-CHLOE ANT		$364.59			
	30773	INV	12/5/2024	12/5/2024	$381.25	LEGAL SERVICES-G CLOUDM.		$381.25			
	30783	INV	12/5/2024	12/5/2024	$229.17	LEGAL SERVICES-AL CAPONE		$229.17			
	30810	INV	12/5/2024	12/5/2024	$719.06	LEGAL SERVICES-TERICA HO		$719.06			
	30861	INV	12/5/2024	12/5/2024	$312.50	LEGAL SERVICES-BEN MIINCH		$312.50			

	30865	INV	12/5/2024	12/5/2024	$243.75	LEGAL SERVICES-OMAR PINA		$243.75			
	30866	INV	12/5/2024	12/5/2024	$225.00	LEGAL SERVICES-LUIS MUNO		$225.00			
Voucher(s):	**7**					**Aged Totals:**	**Due** **$2,475.32**	**$2,475.32**	**$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
	1125	INV	11/25/2024	11/25/2024	$500.00	ADVERTISING -LEGACY SQUA		$500.00			
Voucher(s):	**1**					**Aged Totals:**	**Due** **$500.00**	**$500.00**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 9919 **Name:** HELLMAN & SONS LANDSCAPING LLC **Class ID:** **FED TAX CLAS:** LLC - S

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	7390	INV	11/13/2024	11/13/2024	$890.00	FALL CLEANUP @ LIBRARY		$890.00			
Voucher(s):	**1**					**Aged Totals:**	**Due** **$890.00**	**$890.00**	**$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
	DP112024.945.0	INV	11/30/2024	11/30/2024	$661.95	SSL VPN CLIENT, AZURE AD F		$661.95			
	TC112024.945.0	INV	11/30/2024	11/30/2024	$16.75	PEXIP VIRTURAL MEETING RC		$16.75			
Voucher(s):	**2**					**Aged Totals:**	**Due** **$678.70**	**$678.70**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 5549 **Name:** INT ASSOC OF ASSESSING OFFICERS **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
	10176424 2025	INV	12/2/2024	12/2/2024	$240.00	MEMBERSHIP FEES-J HIRSCH		$240.00			
	10180278 2025	INV	12/2/2024	12/2/2024	$240.00	MEMBERSHIP FEE-D KIRSCHE		$240.00			
Voucher(s):	**2**					**Aged Totals:**	**Due** **$480.00**	**$480.00**	**$0.00**	**$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
	1331	INV	10/22/2024	10/22/2024	$850.00	COMMERICAL INTERIOR			$850.00		
Voucher(s):	**1**					**Aged Totals:**	**Due** **$850.00**	**$0.00**	**$850.00**	**$0.00**	**$0.00**

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2053995	INV	11/26/2024	11/26/2024	$88.80	8 KANDIYOHI 5 GAL SPRING W		$88.80			

	2054019	INV	11/27/2024	11/27/2024	$12.75	WATER RENTAL		$12.75				
								Due				
Voucher(s):	2					Aged Totals:		$101.55	$101.55	$0.00	$0.00	$0.00

Vendor ID: 294 **Name:** JOB SERVICE NORTH DAKOTA **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	45-2023-CV-00722 NC	INV	11/27/2024	11/27/2024	$374.56	45-2023-CV-00722 B GARNISHI		$374.56			
								Due			
Voucher(s):	1					Aged Totals:		$374.56	$374.56	$0.00	$0.00	$0.00

Vendor ID: 9640 **Name:** JOHANSEN AARON **Class ID:** 1099 **FED TAX CLAS:** P&Z BOARD MEMBER

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	MEETINGS @ $100 E/	INV	12/11/2024	12/11/2024	$700.00	2024 P & Z MEETINGS (7)		$700.00			
								Due			
Voucher(s):	1					Aged Totals:		$700.00	$700.00	$0.00	$0.00	$0.00

Vendor ID: 617 **Name:** JP STEEL & SUPPLY **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	171573	INV	12/3/2024	12/3/2024	$25.24	CUT IN 1/2		$25.24			
	171617	INV	12/5/2024	12/5/2024	$15.26	2 MEDIUM BULLET HINGES		$15.26			
								Due			
Voucher(s):	2					Aged Totals:		$40.50	$40.50	$0.00	$0.00	$0.00

Vendor ID: 3246 **Name:** KADRMAS, JOMARIE **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
	COMM/BOARD 10162	INV	12/4/2024	12/4/2024	$100.00	COMMITTEE & BOARD MEETI		$100.00			
	MEETINGS @ $100 E/	INV	12/11/2024	12/11/2024	$200.00	2024 P & Z MEETINGS (2)		$200.00			
								Due			
Voucher(s):	2					Aged Totals:		$300.00	$300.00	$0.00	$0.00	$0.00

Vendor ID: 9955 **Name:** KASEYA US, LLC **Class ID:** **FED TAX CLAS:** LLC-C

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2464552110764	INV	11/30/2024	11/30/2024	$435.60	IT OPERATIONS -SECURITY		$435.60			
	2464552374699	INV	12/6/2024	12/6/2024	$17,000.00	IT COMPLETE MODULES-SEC		$17,000.00			
								Due			
Voucher(s):	2					Aged Totals:		$17,435.60	$17,435.60	$0.00	$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
	7706 113024	INV	11/30/2024	11/30/2024	$432.40	ADVERTISING FOR LEGACY S		$432.40			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

							Due				
Voucher(s):	1					Aged Totals:	$432.40	$432.40	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	293 112424	INV	11/24/2024	11/24/2024	$120.00	ADVERTISING FOR LEGACY S		$120.00			
							Due				
Voucher(s):	1					Aged Totals:	$120.00	$120.00	$0.00	$0.00	$0.00

Vendor ID: 9851 **Name:** KLAMAN, BAILEY **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
	BK 112624	INV	11/26/2024	11/26/2024	$46.00	EMPLOYEE EXP-BAILEY KLAM		$46.00			
							Due				
Voucher(s):	1					Aged Totals:	$46.00	$46.00	$0.00	$0.00	$0.00

Vendor ID: 2890 **Name:** L-TRON CORPORATION **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
	685785	INV	12/10/2024	12/10/2024	$205.00	BROTHER POCKETJET ROLL		$205.00			
							Due				
Voucher(s):	1					Aged Totals:	$205.00	$205.00	$0.00	$0.00	$0.00

Vendor ID: 6101 **Name:** LANGUAGE LINK **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
	286907	INV	12/1/2024	12/1/2024	$39.27	TRANSLATION FOR MUNI COU		$39.27			
							Due				
Voucher(s):	1					Aged Totals:	$39.27	$39.27	$0.00	$0.00	$0.00

Vendor ID: 341 **Name:** LAWSON PRODUCTS INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	9312026187	INV	11/21/2024	11/21/2024	$411.33	HOSE CLAMPS, PTO PIN, NYL		$411.33			
	9312029756	INV	11/22/2024	11/22/2024	$119.20	NYLON PROT SLEEVING		$119.20			
	9312049560	INV	12/3/2024	12/3/2024	$193.85	HARDFLEX BAND SAW BLD		$193.85			
							Due				
Voucher(s):	3					Aged Totals:	$724.38	$724.38	$0.00	$0.00	$0.00

Vendor ID: 9510 **Name:** LINDE GAS & EQUIPMENT INC **Class ID:** **FED TAX CLAS:** C CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	46423300	INV	11/21/2024	11/21/2024	$32.99	OXYGEN USP AD		$32.99			
	46497580	INV	11/22/2024	11/22/2024	$39.43	IND HIGH PRESSURE		$39.43			
							Due				
Voucher(s):	2					Aged Totals:	$72.42	$72.42	$0.00	$0.00	

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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
	147579	INV	11/25/2024	11/25/2024	$18.00	CLOTHING ORDERED-J ASCH		$18.00			
	147615	INV	11/25/2024	11/25/2024	$86.00	CLOTHING ORDERED-DAN TE		$86.00			
	147634	INV	11/26/2024	11/26/2024	$135.00	CLOTHING ORDERED-GARY K		$135.00			
	147666	INV	11/26/2024	11/26/2024	$237.00	CLOTHING ORDERED-D MCGA		$237.00			
	147697	INV	11/27/2024	11/27/2024	$300.00	CLOTHING ORDERED-LEE SK		$300.00			
	147855	INV	12/4/2024	12/4/2024	$914.00	CLOTHING FOR ANIMAL SHEL		$914.00			
	148063	INV	12/10/2024	12/10/2024	$680.00	30 PRINTED T SHIRTS		$680.00			
	148069	INV	12/10/2024	12/10/2024	$54.00	CLOTHING ORDERED-BY AMY		$54.00			
							Due				
Voucher(s): 8						Aged Totals:	$2,424.00	$2,424.00	$0.00	$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 112724	INV	11/27/2024	11/27/2024	$17,000.00	PROSECUTION FOR NOV 202		$17,000.00			
	56000-000C 112724	INV	11/27/2024	11/27/2024	$15,000.00	CITY ATTORNEY CONTRACT		$15,000.00			
							Due				
Voucher(s): 2						Aged Totals:	$32,000.00	$32,000.00	$0.00	$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
	0135	INV	11/1/2024	11/1/2024	$835.75	COMBUSTION BLOWER MOTC			$835.75		
							Due				
Voucher(s): 1						Aged Totals:	$835.75	$0.00	$835.75	$0.00	$0.00

Vendor ID: 4828 **Name:** MENARDS **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	58180	CRM	12/4/2024		($188.00)	RETURN 3/4HP SS/CI SUMP PI		($188.00)			
	56133	INV	10/23/2024	10/23/2024	$11.32	DOWNSPOUT, CLIP			$11.32		
	57322	INV	11/16/2024	11/16/2024	$18.10	4" ALL PURPOSE GLUE, NITR		$18.10			
	57802	INV	11/26/2024	11/26/2024	$131.97	3 30"X72" STEEL END FRAME		$131.97			
	57848	INV	11/27/2024	11/27/2024	$125.00	6 PKG SPLASH, 7 SPRAYWAY		$125.00			
	57852	INV	11/27/2024	11/27/2024	$39.98	2 13" PNEUM UNIV WBARROW		$39.98			
	57928	INV	11/29/2024	11/29/2024	$51.85	TAPE MEASURE, PICK SET, S		$51.85			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	58118	INV	12/3/2024	12/3/2024	$69.95	15A TR AA, 14-2 25' WIRE, PVC		$69.95			
	58173	INV	12/4/2024	12/4/2024	$188.00	3/4HP SS/CI SUMP PUMP		$188.00			
	58201	INV	12/4/2024	12/4/2024	$301.56	84 GLACIERMIST SPRING WA		$301.56			
	58245	INV	12/5/2024	12/5/2024	$107.41	250CT LED RICE, HEATER, BA		$107.41			
	58291	INV	12/6/2024	12/6/2024	$83.91	BATTERIES, 40LB HM WALL H		$83.91			
	58470	INV	12/10/2024	12/10/2024	$3.94	PVC VRT ADJ BOX		$3.94			

			Due				
Voucher(s):	**13**	**Aged Totals:**	**$944.99**	**$933.67**	**$11.32**	**$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
	22239950114400	INV	11/20/2024	11/20/2024	$246.78	MIDCO BUSINESS INTERNET		$246.78			

			Due				
Voucher(s):	**1**	**Aged Totals:**	**$246.78**	**$246.78**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 370 **Name:** MIDWEST DOORS 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
	97004	INV	11/21/2024	11/21/2024	$1,358.91	HINGES, STEEL ROLLERS		$1,358.91			
	97022	INV	11/25/2024	11/25/2024	$383.42	ROLL PINS (2)		$383.42			
	97023	INV	11/25/2024	11/25/2024	$204.75	(5) 891 LM REMOTES		$204.75			
	97092	INV	12/5/2024	12/5/2024	$112.68	12 CANS SUPER SLICK		$112.68			

			Due				
Voucher(s):	**4**	**Aged Totals:**	**$2,059.76**	**$2,059.76**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 5645 **Name:** MIDWEST LABORATORIES, 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
	1213114	INV	12/3/2024	12/3/2024	$658.25	LAB SUPPLIES, TESTING		$658.25			

			Due				
Voucher(s):	**1**	**Aged Totals:**	**$658.25**	**$658.25**	**$0.00**	**$0.00**	**$0.00**

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	506368381	INV	11/21/2024	11/21/2024	$201.69	DIP AV		$201.69			
	506368383	INV	11/21/2024	11/21/2024	$62.21	DIP CH AV		$62.21			
	506368384	INV	11/21/2024	11/21/2024	$116.97	DIP CH AV		$116.97			
	506368385	INV	11/21/2024	11/21/2024	$73.47	BC AV		$73.47			
	506368386	INV	11/21/2024	11/21/2024	$33.73	SLOPE CH AV		$33.73			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	506376358	INV	11/26/2024	11/26/2024	$54.74	DIP CH AV		$54.74			
	506376359	INV	11/26/2024	11/26/2024	$273.71	DIP AV		$273.71			
	506393680	INV	11/26/2024	11/26/2024	$127.48	DIP CH AV		$127.48			
	506393681	INV	11/26/2024	11/26/2024	$69.72	BC AV		$69.72			
	506413910	INV	11/30/2024	11/30/2024	$3,155.65	DIGITAL AUDIOBOOK. MOVIE,		$3,155.65			

			Due				
Voucher(s):	10	Aged Totals:	$4,169.37	$4,169.37	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1283875	INV	12/3/2024	12/3/2024	$106.30	CHEMICALS		$106.30			
	1283880	INV	12/3/2024	12/3/2024	$254.80	CHEMICALS		$254.80			
	1283886	INV	12/3/2024	12/3/2024	$106.30	CHEMICALS		$106.30			
	1284125	INV	12/4/2024	12/4/2024	$106.30	CHEMICALS		$106.30			
	1284127	INV	12/4/2024	12/4/2024	$96.30	CHEMICALS		$96.30			
	1284319	INV	12/5/2024	12/5/2024	$49.00	CHEMICALS		$49.00			

			Due				
Voucher(s):	6	Aged Totals:	$719.00	$719.00	$0.00	$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
	292 122 1000 8	INV	11/27/2024	11/27/2024	$50.08	W 2ND ST W 3RD AVE		$50.08			
	351 043 1000 4	INV	11/27/2024	11/27/2024	$39.55	EMERGENCY MGMT 530 FAIR		$39.55			
	505 122 1000 1	INV	11/27/2024	11/27/2024	$42.18	W 4TH AVE DICKINSON ALLEY		$42.18			
	547 122 1000 1	INV	11/27/2024	11/27/2024	$77.86	ROCKY BUTTE PK PARK TANK		$77.86			
	60522210008	INV	11/27/2024	11/27/2024	$33.12	W VILLARD ST BLK LIGHTS		$33.12			
	993 122 1000 0	INV	11/27/2024	11/27/2024	$41.96	DICKINSON SIGNAL LITES W S		$41.96			
	303 122 1000 5	INV	12/2/2024	12/2/2024	$32.20	W 3RD AVE STOP LITE BLINK		$32.20			
	40432210009	INV	12/4/2024	12/4/2024	$380.59	W 14TH ST LIFT STATION SIM		$380.59			
	41432210007	INV	12/4/2024	12/4/2024	$64.73	2100 3RD ST W HIGHWAY 22 S		$64.73			
	83243529704	INV	12/4/2024	12/4/2024	$63.68	1400 3RD AVE E TRAFFIC SIGI		$63.68			
	89112210003 12/24	INV	12/4/2024	12/4/2024	$2,063.97	MONTHLY ELECTRICAL BILLIN		$2,063.97			
	05295310006	INV	12/6/2024	12/6/2024	$43.61	1587 GRASSLANDS DR		$43.61			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	15658310006	INV	12/6/2024	12/6/2024	$59.62	1201 W 3RD AV SPRINKLER S		$59.62				
	42732210002	INV	12/6/2024	12/6/2024	$3,002.69	989 15TH ST W LIFT 12 STATI		$3,002.69				
	49532210009	INV	12/6/2024	12/6/2024	$135.18	W 13TH ST		$135.18				
	53524310009	INV	12/6/2024	12/6/2024	$149.23	STREET LIGHT CONTROL 133		$149.23				
	75612251993	INV	12/6/2024	12/6/2024	$81.07	2999 W 21ST ST TRAFFIC SIGI		$81.07				
	81932210008	INV	12/6/2024	12/6/2024	$54.03	W 3RD AVE W 15TH ST LIGHT		$54.03				
	92800947225	INV	12/6/2024	12/6/2024	$533.78	2475 STATE AVE N GENERAT		$533.78				
							Due					
Voucher(s):	**19**					**Aged Totals:**	**$6,949.13**	**$6,949.13**	**$0.00**	**$0.00**	**$0.00**	

Vendor ID: 5748 **Name:** MORTON SALT, 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
	5403209435	INV	12/1/2024	12/1/2024	$8,392.34	22.96 BULK SOLAR WHITE SAI		$8,392.34			
							Due				
Voucher(s):	**1**					**Aged Totals:**	**$8,392.34**	**$8,392.34**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 1844 **Name:** MOTION INDUSTRIES 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
	ND55-00632643	INV	11/26/2024	11/26/2024	$158.00	10 MICROFLEX MK 296 MIDKN		$158.00			
							Due				
Voucher(s):	**1**					**Aged Totals:**	**$158.00**	**$158.00**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 9845 **Name:** ND DEPARTMENT OF WATER RESOURCES **Class ID:** **FED TAX CLAS:** GOV E2001

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	ANNEXATION 11/24	INV	11/30/2024	11/30/2024	$20,650.59	201601 NORTH ANNEXATION		$20,650.59			
							Due				
Voucher(s):	**1**					**Aged Totals:**	**$20,650.59**	**$20,650.59**	**$0.00**	**$0.00**	**$0.00**

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	202411.601400	INV	11/29/2024	11/29/2024	$387.43	LAB TESTINGS		$387.43			
							Due				
Voucher(s):	**1**					**Aged Totals:**	**$387.43**	**$387.43**	**$0.00**	**$0.00**	**$0.00**

Vendor ID: 4722 **Name:** ND DEPT OF TRANSPORTATION-BISMARCK **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	120324	INV	12/3/2024	12/3/2024	$16,394.47	202232 10TH AVE E TO I-94		$16,394.47			
	202311 120324	INV	12/3/2024	12/3/2024	$11,070.17	202311 PLANNING STUDY		$11,070.17			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

			Due				
Voucher(s): 2	Aged Totals:	$27,464.64	$27,464.64	$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
	2024090504	INV	9/5/2024	9/5/2024	$3,097.21	TEXT BOOKS (35)					$3,097.21
	2024091206	INV	9/12/2024	9/12/2024	$1,074.78	12 TEXT BOOKS				$1,074.78	
	2024091903	INV	9/19/2024	9/19/2024	$1,534.34	TEXT BOOKS FOR FIRE DEPT				$1,534.34	
	2024112203	INV	11/22/2024	11/22/2024	$32.25	TEXT BOOK		$32.25			

			Due				
Voucher(s): 4	Aged Totals:	$5,738.58	$32.25	$0.00	$2,609.12	$3,097.21

Vendor ID: 2008 **Name:** ND ONE CALL INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	4114129	INV	11/30/2024	11/30/2024	$156.20	REG/VOICE CALL OUTS		$156.20			

			Due				
Voucher(s): 1	Aged Totals:	$156.20	$156.20	$0.00	$0.00	$0.00

Vendor ID: 6312 **Name:** NEOGOV **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
	45358	INV	11/30/2024	11/30/2024	$19,108.63	INSIGHT.ONBOARD, GOVERN		$19,108.63			

			Due				
Voucher(s): 1	Aged Totals:	$19,108.63	$19,108.63	$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
	395785/1	INV	11/27/2024	11/27/2024	$76.48	BOX LEVEL HD 48" 3VL, TWIST		$76.48			
	395860/1	INV	12/2/2024	12/2/2024	$79.18	CARB MEDMTL RECIP 9" & 6" I		$79.18			
	395948/1	INV	12/5/2024	12/5/2024	$11.49	PRO SPARY BOTTLE 32 & 16 (		$11.49			

			Due				
Voucher(s): 3	Aged Totals:	$167.15	$167.15	$0.00	$0.00	$0.00

Vendor ID: 9941 **Name:** NORTH CENTRAL INTERNATIONAL LLC **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
	X204045384:01	INV	12/2/2024	12/2/2024	$185.33	TUBE FUEL LINE		$185.33			

			Due				
Voucher(s): 1	Aged Totals:	$185.33	$185.33	$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
	19055472	CRM	12/9/2024		($32.00)	RETURN TRUCK DISPOSAL		($32.00)			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	19055423	INV	12/5/2024	12/5/2024	$756.04	4 NOKIAN WR		$756.04			
	19055465	INV	12/9/2024	12/9/2024	$779.48	4 GOODYEAR WRANGLER TIF		$779.48			
	2285145	INV	12/9/2024	12/9/2024	$387.18	INSTALL TPMS SENSOR, SER'		$387.18			

		Due				
Voucher(s): 4	Aged Totals:	$1,890.70	$1,890.70	$0.00	$0.00	$0.00

Vendor ID: 6247 **Name:** ONYX + IVORY LLC **Class ID:** 1099 **FED TAX CLAS:** LLC

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	1044	INV	12/3/2024	12/3/2024	$80.00	MENDING FOR FIRE DEPT		$80.00			

		Due				
Voucher(s): 1	Aged Totals:	$80.00	$80.00	$0.00	$0.00	$0.00

Vendor ID: 9655 **Name:** PATRIOT FIRE & SAFETY **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
	2922	INV	12/7/2024	12/7/2024	$258.86	MAC VALVES AND REBULD KI		$258.86			

		Due				
Voucher(s): 1	Aged Totals:	$258.86	$258.86	$0.00	$0.00	$0.00

Vendor ID: 3491 **Name:** PRAIRIE AUTO PARTS INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	040255	INV	11/27/2024	11/27/2024	$70.93	SHOP SUPPLY-TOOL, ADDITIV		$70.93			
	040268	INV	11/27/2024	11/27/2024	$99.61	HEAVY DUTY ANTI FREEZE		$99.61			
	040362	INV	11/27/2024	11/27/2024	$391.29	TOOLS		$391.29			
	040843	INV	12/3/2024	12/3/2024	$9.02	FUEL LINE CONNECTOR		$9.02			
	040853	INV	12/3/2024	12/3/2024	$160.99	TOOLS		$160.99			
	040855	INV	12/3/2024	12/3/2024	$231.99	TOOLS		$231.99			
	040877	INV	12/3/2024	12/3/2024	$11.87	FUEL LINE CONNECTOR		$11.87			
	041270	INV	12/5/2024	12/5/2024	$17.75	HI PWR II IND V BELT		$17.75			
	041677	INV	12/9/2024	12/9/2024	$52.99	SHOP TOOLS		$52.99			
	041690	INV	12/9/2024	12/9/2024	$166.99	BRAKE ROTOR		$166.99			
	041743	INV	12/10/2024	12/10/2024	$64.18	OIL SEAL		$64.18			

		Due				
Voucher(s): 11	Aged Totals:	$1,277.61	$1,277.61	$0.00	$0.00	$0.00

Vendor ID: 3238 **Name:** PRO FORMS **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

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	0165486	INV	11/27/2024	11/27/2024	$682.50	5K ACCOUNT PAYABLE CHEC		$682.50				
								Due				
Voucher(s):	1					Aged Totals:		$682.50	$682.50	$0.00	$0.00	$0.00

Vendor ID: 466 **Name:** PUMP SYSTEMS LLC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	00412665	INV	11/26/2024	11/26/2024	$34.15	ITEMS FOR THE WASH BAY		$34.15			
								Due			
Voucher(s):	1					Aged Totals:		$34.15	$34.15	$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
	Q1631597	INV	12/9/2024	12/9/2024	$292.66	LEASE PAYMENT-LIBRARY		$292.66			
								Due			
Voucher(s):	1					Aged Totals:		$292.66	$292.66	$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
	16712	INV	11/18/2024	11/18/2024	$80.00	MOUSE BAITING		$80.00			
								Due			
Voucher(s):	1					Aged Totals:		$80.00	$80.00	$0.00	$0.00	$0.00

Vendor ID: 4946 **Name:** QUEST ENGINEERING 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
	E52883-003	INV	11/26/2024	11/26/2024	$512.97	PARTEK SLEEVE, BLACK PAR		$512.97			
								Due			
Voucher(s):	1					Aged Totals:		$512.97	$512.97	$0.00	$0.00	$0.00

Vendor ID: 2433 **Name:** RADISSON HOTEL BISMARCK **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
	563427	INV	11/25/2024	11/25/2024	$102.50	GUEST SERVICES		$102.50			
								Due			
Voucher(s):	1					Aged Totals:		$102.50	$102.50	$0.00	$0.00	$0.00

Vendor ID: 4915 **Name:** RAMADA BISMARCK HOTEL **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
	7496	INV	9/19/2024	9/19/2024	$192.60	GUEST SERVICES-KIRSCHEN				$192.60	
	7508	INV	9/19/2024	9/19/2024	$192.60	GUEST SERVICES-T SIMNION				$192.60	
	7510	INV	9/19/2024	9/19/2024	$192.60	GUEST SERVICES-H AVERS-D				$192.60	
								Due			
Voucher(s):	3					Aged Totals:		$577.80	$0.00	$0.00	$577.80

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Vendor ID: 481 **Name:** REITER WELDING 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
	14584	INV	11/27/2024	11/27/2024	$562.50	REPAIR SIDE BAR ON MAIN P/		$562.50			
							Due				
Voucher(s): 1						Aged Totals:	$562.50	$562.50	$0.00	$0.00	$0.00

Vendor ID: 9635 **Name:** ROBERTS, WINTON **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	MILEAGE 11/24	INV	12/2/2024	12/2/2024	$115.71	MILEAGE FOR NOVEMBER 20:		$115.71			
							Due				
Voucher(s): 1						Aged Totals:	$115.71	$115.71	$0.00	$0.00	$0.00

Vendor ID: 609 **Name:** ROUGHRIDER ELECTRIC COOPERATIVE **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
	103699000	INV	12/1/2024	12/1/2024	$117.00	WEST 94 LIGHTS		$117.00			
	103699001	INV	12/1/2024	12/1/2024	$847.00	10 EAST PUMP STN		$847.00			
	103699002	INV	12/1/2024	12/1/2024	$33.00	ST PAT'S CEMETARY		$33.00			
	103699003	INV	12/1/2024	12/1/2024	$666.00	150W SODIUM LT		$666.00			
	103699004	INV	12/1/2024	12/1/2024	$760.00	250W SODIUM LT		$760.00			
	103699005	INV	12/1/2024	12/1/2024	$248.00	NORTH TOWER		$248.00			
	103699007	INV	12/1/2024	12/1/2024	$146.00	HWY 22 ST LITE		$146.00			
	103699015	INV	12/1/2024	12/1/2024	$75.00	LAGOON PUMP CELL #4		$75.00			
	103699017	INV	12/1/2024	12/1/2024	$94.00	LIFT STN #16		$94.00			
	103699018	INV	12/1/2024	12/1/2024	$117.00	LIFT STN #17		$117.00			
	103699020	INV	12/1/2024	12/1/2024	$37.00	E 94 LIGHTS		$37.00			
	103699029	INV	12/1/2024	12/1/2024	$292.00	NEW LANDFILL		$292.00			
	103699030	INV	12/1/2024	12/1/2024	$954.00	LIFT STN #14		$954.00			
	103699031	INV	12/1/2024	12/1/2024	$56.00	FLASHING BECN HYW 22		$56.00			
	103699032	INV	12/1/2024	12/1/2024	$1,045.00	947 14TH ST E		$1,045.00			
	103699035	INV	12/1/2024	12/1/2024	$4,575.00	BALER BLDG		$4,575.00			
	103699036	INV	12/1/2024	12/1/2024	$30.00	CEMETARY		$30.00			
	103699038	INV	12/1/2024	12/1/2024	$19.00	DICKINSON PLC ST LITE		$19.00			
	103699039	INV	12/1/2024	12/1/2024	$63.00	WALMART TRFC CTRL DV		$63.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

103699040	INV	12/1/2024	12/1/2024	$174.00	STATE AVE WATER PUMP	$174.00
103699044	INV	12/1/2024	12/1/2024	$30.00	TRAFFIC LTS-HWY 22 & 34TH	$30.00
103699045	INV	12/1/2024	12/1/2024	$102.00	ND 22 & 34TH ST SW	$102.00
103699046	INV	12/1/2024	12/1/2024	$373.00	CITY ANIMAL SHELTER	$373.00
103699047	INV	12/1/2024	12/1/2024	$4,089.00	PUBLIC WORKS BLDG	$4,089.00
103699048	INV	12/1/2024	12/1/2024	$93.00	FRENCH DRAIN LFT STN-LAG	$93.00
103699049	INV	12/1/2024	12/1/2024	$299.00	STLT CIRCUIT	$299.00
103699050	INV	12/1/2024	12/1/2024	$152.39	BYPASS LIGHTS	$152.39
103699051	INV	12/1/2024	12/1/2024	$179.10	BYPASS LIGHTS	$179.10
103699052	INV	12/1/2024	12/1/2024	$216.31	BYPASS LIGHTS	$216.31
103699053	INV	12/1/2024	12/1/2024	$369.86	BYPASS LIGHTS	$369.86
103699055	INV	12/1/2024	12/1/2024	$163.00	ST LT SERVICE	$163.00
103699056	INV	12/1/2024	12/1/2024	$2,442.00	HWY 10 PUMP STN	$2,442.00
103699057	INV	12/1/2024	12/1/2024	$439.25	NORTHWEST TOWER	$439.25
103699058	INV	12/1/2024	12/1/2024	$208.00	15TH ST & 30TH AVE W	$208.00
103699059	INV	12/1/2024	12/1/2024	$38.40	BRAUN SUB DIVISION LIGHTS	$38.40
103699060	INV	12/1/2024	12/1/2024	$4,538.20	PUBLIC SAFETY CENTER	$4,538.20
103699061	INV	12/1/2024	12/1/2024	$175.00	LIGHTS STATES & 21ST ST	$175.00
103699062	INV	12/1/2024	12/1/2024	$186.00	40TH ST LIGHTS	$186.00
103699063	INV	12/1/2024	12/1/2024	$33.00	LIGHTS EAST OF DPSB	$33.00
103699064	INV	12/1/2024	12/1/2024	$194.00	LIGHTS STATES ST & WAHL	$194.00
103699065	INV	12/1/2024	12/1/2024	$803.00	STATE BOOSTER PUMP STAT	$803.00
103699067	INV	12/1/2024	12/1/2024	$240.17	STREET LIGHTS IN WESTRID	$240.17
103699068	INV	12/1/2024	12/1/2024	$144.00	STEPHANIE DR & WAHL ST	$144.00
103699069	INV	12/1/2024	12/1/2024	$128.00	STREET LIGHTS 12TH AVE W	$128.00
103699070	INV	12/1/2024	12/1/2024	$115.00	STREET LIGHTS 11TH AVE W	$115.00
103699071	INV	12/1/2024	12/1/2024	$127.00	ST LIGHTS CALVIN DR & KOCI	$127.00
103699072	INV	12/1/2024	12/1/2024	$38.57	ALERT SIREN	$38.57
103699073	INV	12/1/2024	12/1/2024	$43.44	5TH AVE EAST STREET LIGHT	$43.44

	103699074	INV	12/1/2024	12/1/2024	$48.65	ST LIGHTS SIMS AND 24TH ST		$48.65			
	103699075	INV	12/1/2024	12/1/2024	$30.00	4TH AVE E & 21ST ST E		$30.00			
	103699076	INV	12/1/2024	12/1/2024	$236.60	PHASE 3 LANDFILL		$236.60			
	103699078	INV	12/1/2024	12/1/2024	$89.56	ST LIGHTS 4TH AVE AND 26TH		$89.56			
	105963000	INV	12/1/2024	12/1/2024	$324.00	NRIDGE ST LITE		$324.00			
	105963001	INV	12/1/2024	12/1/2024	$32.00	SEWER VAULT HYW 10 116TH		$32.00			
	105963002	INV	12/1/2024	12/1/2024	$60.41	4TH AVE EAST & 37TH ST EAS		$60.41			
	105963003	INV	12/1/2024	12/1/2024	$38.40	STREET LIGHTS 10TH AVE SW		$38.40			
	105963004	INV	12/1/2024	12/1/2024	$57.30	STREET LIGHTS PRAIRIE OAK		$57.30			
	105963005	INV	12/1/2024	12/1/2024	$32.18	STREET LIGHTS 23RD ST SW		$32.18			
	105963006	INV	12/1/2024	12/1/2024	$30.00	HWY 10 & 116TH AVE SW		$30.00			
	105963007	INV	12/1/2024	12/1/2024	$132.65	2494 I-94 BUSINESS LOOP E		$132.65			
	105963008	INV	12/1/2024	12/1/2024	$237.98	2495 I-94 BUSINESS LOOP E		$237.98			

	Due				
Voucher(s): 61	Aged Totals: $27,657.42	$27,657.42	$0.00	$0.00	$0.00

Vendor ID: 497 **Name:** RUDY'S LOCK & KEY 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
	64309	INV	12/3/2024	12/3/2024	$182.00	CLASSROOM LEVERSET, FAL		$182.00			

	Due				
Voucher(s): 1	Aged Totals: $182.00	$182.00	$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
	8133714	CRM	12/3/2024		($33.00)	RETURN MIG WIRE GASLESS		($33.00)			
	8125403	INV	11/26/2024	11/26/2024	$9.49	HILLMAN BULK BIN PRODUCT		$9.49			
	8125500	INV	11/26/2024	11/26/2024	$17.98	TUBE 400/410 350-6		$17.98			
	8125527	INV	11/26/2024	11/26/2024	$336.36	GLOVES, CLIPBOARD, KEY RI		$336.36			
	8132813	INV	12/2/2024	12/2/2024	$278.71	TARP STRAP, CART, BIG WHE		$278.71			
	8133249	INV	12/3/2024	12/3/2024	$124.93	ICE MELT, GLOVES		$124.93			
	8133562	INV	12/3/2024	12/3/2024	$189.65	MISC ITEMS FOR SOLID WAST		$189.65			

	Due				
Voucher(s): 7	Aged Totals: $924.12	$924.12	$0.00	$0.00	

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Vendor ID: 986 **Name:** SAFETY-KLEEN **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
	95751602	INV	11/16/2024	11/16/2024	$284.96	30G PARTS WASHER -SOLVEI		$284.96			
							Due				
Voucher(s): 1						Aged Totals:	$284.96	$284.96	$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
	793022	INV	8/30/2024	8/30/2024	$1,892.00	DRUG ADMIN, DOT EXAMS, C(					$1,892.00
	808933	INV	11/29/2024	11/29/2024	$1,679.00	DRUG COLLECTIONS, DOT, DI		$1,679.00			
							Due				
Voucher(s): 2						Aged Totals:	$3,571.00	$1,679.00	$0.00	$0.00	$1,892.00

Vendor ID: 9637 **Name:** SCHWAB MIKE **Class ID:** 1099 **FED TAX CLAS:** P&Z BOARD MEMBER

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	MEETINGS @ $100 E/	INV	12/11/2024	12/11/2024	$900.00	2024 P & Z MEETINGS (9)		$900.00			
							Due				
Voucher(s): 1						Aged Totals:	$900.00	$900.00	$0.00	$0.00	$0.00

Vendor ID: 1506 **Name:** SCOTTS SMALL ENGINE REPAIR **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	121024	INV	12/10/2024	12/10/2024	$110.80	16 CLIPS, 4 BUSHINGS		$110.80			
							Due				
Voucher(s): 1						Aged Totals:	$110.80	$110.80	$0.00	$0.00	$0.00

Vendor ID: 2422 **Name:** SOEHREN, SHAWN **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
	MEETING @ $100 EA	INV	12/6/2024	12/6/2024	$100.00	2024 CITY WEED MEETING (1)		$100.00			
	MEETINGS @ $100 E/	INV	12/6/2024	12/6/2024	$500.00	2024 BOA MEETINGS (5)		$500.00			
							Due				
Voucher(s): 2						Aged Totals:	$600.00	$600.00	$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
	SX9 IJ3630	INV	12/5/2024	12/5/2024	$24,950.00	5K GAL UNLEADED, WINTERM		$24,950.00			
							Due				
Voucher(s): 1						Aged Totals:	$24,950.00	$24,950.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and
	00857.00 103124	INV	10/31/2024	10/31/2024	$658.42	YEARLY CONSUMPTION			$658.42		

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

	04578.00 113024	INV	11/30/2024	11/30/2024	$63.75	MONTHLY CONSUMPTION		$63.75				
	13944	INV	11/30/2024	11/30/2024	$306.28	OCTOBER ELECTRICAL COST		$306.28				
	13950	INV	11/30/2024	11/30/2024	$30,553.56	201601 NORTH ANNEXATION		$30,553.56				
								Due				
Voucher(s):	4					Aged Totals:		$31,582.01	$30,923.59	$658.42	$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
	1139757	INV	11/16/2024	11/16/2024	$47.94	STANDARD SHIPMENT		$47.94			
	1141430	INV	11/23/2024	11/23/2024	$49.11	STANDARD SHIPMENT		$49.11			
	1144315	INV	11/30/2024	11/30/2024	$41.42	STANDARD SHIPMENT		$41.42			
								Due			
Voucher(s):	3					Aged Totals:		$138.47	$138.47	$0.00	$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
	17220.01-8	INV	11/30/2024	11/30/2024	$2,022.36	202418 9TH ST W & 5TH AVE W		$2,022.36			
	17220.02-9	INV	11/30/2024	11/30/2024	$6,707.52	202415 MUSEUM DR TO 21ST		$6,707.52			
								Due			
Voucher(s):	2					Aged Totals:		$8,729.88	$8,729.88	$0.00	$0.00	$0.00

Vendor ID: 6292 **Name:** ST JOHN THE BAPTIST UKRANIAN CATHOLIC CH **Class ID:** **FED TAX CLAS:** EXEMPT CHURCH

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	'24 GRANT FUNDS	INV	12/10/2024	12/10/2024	$3,000.00	2024 SW GRANT FUNDS AWA		$3,000.00			
								Due			
Voucher(s):	1					Aged Totals:		$3,000.00	$3,000.00	$0.00	$0.00	$0.00

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
	NOV 2024	INV	11/27/2024	11/27/2024	$732.90	STARK CO PERMIT REMITTAN		$732.90			
								Due			
Voucher(s):	1					Aged Totals:		$732.90	$732.90	$0.00	$0.00	$0.00

Vendor ID: 6088 **Name:** STONERIDGE SOFTWARE, LLC **Class ID:** **FED TAX CLAS:** LLC-S

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	000093652	INV	10/7/2024	10/7/2024	$117.50	SUPPORT FOR AR SYSTEM				$117.50	
								Due			
Voucher(s):	1					Aged Totals:		$117.50	$0.00	$0.00	$117.50	$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Vendor ID: 537 **Name:** SW DISTRICT HEALTH UNIT/ MEDICAL **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
	1737	INV	11/26/2024	11/26/2024	$273.00	IMMUNIZATION, HEP A/B, TDA		$273.00			
							Due				
Voucher(s): 1						Aged Totals:	$273.00	$273.00	$0.00	$0.00	$0.00

Vendor ID: 538 **Name:** SW DISTRICT HEALTH UNIT/ WATER SAMPLES **Class ID:** 1099 **FED TAX CLAS:** MEDICAL

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	007150	INV	11/21/2024	11/21/2024	$350.00	WATER ANALYSIS 1740-1753		$350.00			
	007152	INV	11/25/2024	11/25/2024	$50.00	WATER ANALYSIS		$50.00			
							Due				
Voucher(s): 2						Aged Totals:	$400.00	$400.00	$0.00	$0.00	$0.00

Vendor ID: 646 **Name:** SWMCC-PRISONER HOUSING **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	11287	INV	11/30/2024	11/30/2024	$10,175.00	PRISONER HOUSING-NOV 202		$10,175.00			
							Due				
Voucher(s): 1						Aged Totals:	$10,175.00	$10,175.00	$0.00	$0.00	$0.00

Vendor ID: 6433 **Name:** TAPCO 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
	I792241	INV	12/2/2024	12/2/2024	$14,082.50	FAST 18T TRAILER RADAR 18'		$14,082.50			
							Due				
Voucher(s): 1						Aged Totals:	$14,082.50	$14,082.50	$0.00	$0.00	$0.00

Vendor ID: 9862 **Name:** THE PETTING ZOO, 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
	I315873/S	INV	11/14/2024	11/14/2024	$455.00	GIFT SHOP STOCK		$455.00			
							Due				
Voucher(s): 1						Aged Totals:	$455.00	$455.00	$0.00	$0.00	$0.00

Vendor ID: 9786 **Name:** THOMAS FATH **Class ID:** 1099 **FED TAX CLAS:** FINANCE COMMITTEE

Voucher/ Payment 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 MEETING 101624	INV	12/4/2024	12/4/2024	$100.00	COMMITTEE & BOARD MEETI		$100.00			
							Due				
Voucher(s): 1						Aged Totals:	$100.00	$100.00	$0.00	$0.00	$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	SR0034430-1	CRM	11/22/2024		($324.10)	RETURN AIR FILTER COMBI/F		($324.10)			
	PS0555685-1	INV	11/22/2024	11/22/2024	$451.10	BATTERY SWITCH, SAFETY N		$451.10			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	PS0555688-1	INV	11/22/2024	11/22/2024	$324.10	AIR FILTER COMBI/FREIGHT		$324.10			
							Due				
Voucher(s): 3						Aged Totals:	$451.10	$451.10	$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
	7099244-0001	INV	11/25/2024	11/25/2024	$492.36	ICE TREKKERS, DIAMOND GR		$492.36			
							Due				
Voucher(s): 1						Aged Totals:	$492.36	$492.36	$0.00	$0.00	$0.00

Vendor ID: 9806 **Name:** TYLER TECHNOLOGIES, 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
	020-157316	INV	11/30/2024	11/30/2024	$101.09	PAYMENTS PROCESSING SEF		$101.09			
							Due				
Voucher(s): 1						Aged Totals:	$101.09	$101.09	$0.00	$0.00	$0.00

Vendor ID: 9652 **Name:** ULTRA BRIGHT LIGHTZ **Class ID:** **FED TAX CLAS:** LLC-C

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	W189357	INV	12/3/2024	12/3/2024	$4,339.37	LIGHT STICK, SPEAKER, FACE		$4,339.37			
							Due				
Voucher(s): 1						Aged Totals:	$4,339.37	$4,339.37	$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
	2550404822	INV	11/21/2024	11/21/2024	$17.30	MATS		$17.30			
	2550404852	INV	11/21/2024	11/21/2024	$60.95	MATS		$60.95			
	2550406878	INV	11/27/2024	11/27/2024	$74.99	UNIFORM CLEANING		$74.99			
	2550406879	INV	11/27/2024	11/27/2024	$155.13	MATS, GLOVES, SOAP		$155.13			
	2550406880	INV	11/27/2024	11/27/2024	$39.93	MATS		$39.93			
	2550409838	INV	12/4/2024	12/4/2024	$27.40	MATS		$27.40			
	2550409881	INV	12/4/2024	12/4/2024	$50.63	MATS		$50.63			
	2550409900	INV	12/4/2024	12/4/2024	$34.56	MATS		$34.56			
	2550409915	INV	12/4/2024	12/4/2024	$74.99	UNIFORM CLEANING		$74.99			
	2550409916	INV	12/4/2024	12/4/2024	$64.94	MATS		$64.94			
	2550409918	INV	12/4/2024	12/4/2024	$39.93	MATS		$39.93			
							Due				
Voucher(s): 11						Aged Totals:	$640.75	$640.75	$0.00	$0.00	

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Vendor ID: 9952 **Name:** VIZION SIGNS **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
	1941	INV	12/2/2024	12/2/2024	$1,200.00	202319 ENTANCE SIGNS		$1,200.00			
							Due				
Voucher(s): 1						Aged Totals:	$1,200.00	$1,200.00	$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
	1124-TR116172	INV	11/30/2024	11/30/2024	$387.00	COBRA/DIRECT BILL		$387.00			
							Due				
Voucher(s): 1						Aged Totals:	$387.00	$387.00	$0.00	$0.00	$0.00

Vendor ID: 607 **Name:** WEST DAKOTA OIL INC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	40229	INV	11/26/2024	11/26/2024	$67.58	PROPANE BOTTLE 33LB, 100#		$67.58			
	40357	INV	12/3/2024	12/3/2024	$449.22	PROPANE BOTTLE 20LB, BLUI		$449.22			
							Due				
Voucher(s): 2						Aged Totals:	$516.80	$516.80	$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
	626518	INV	11/27/2024	11/27/2024	$33.52	HOSE-ECR 2		$33.52			
	626626	INV	12/3/2024	12/3/2024	$1,262.81	TIRE CHAIN		$1,262.81			
							Due				
Voucher(s): 2						Aged Totals:	$1,296.33	$1,296.33	$0.00	$0.00	$0.00

Vendor ID: 5921 **Name:** WHINERY, TIFFANY **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
	TW 120324	INV	12/3/2024	12/3/2024	$198.00	2024 CLOTHING ALLOWANCE		$198.00			
							Due				
Voucher(s): 1						Aged Totals:	$198.00	$198.00	$0.00	$0.00	$0.00

Vendor ID: 620 **Name:** WINN CONSTRUCTION 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
	15232	INV	12/2/2024	12/2/2024	$822.92	202405 2024 SIDEWALK PROG		$822.92			
	15233	INV	12/2/2024	12/2/2024	$39,559.83	202405 2024 SIDEWALK PROG		$39,559.83			
	15234	INV	12/2/2024	12/2/2024	$31,703.63	202405 SIDEWALK PROGRAM		$31,703.63			
	15236	INV	12/2/2024	12/2/2024	$4,513.94	202405 2024 SIDEWALK PROG		$4,513.94			
	15245	INV	12/3/2024	12/3/2024	$58,348.00	MISC STREETS IN DICKINSON		$58,348.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

			Due				
Voucher(s): 5	Aged Totals:	$134,948.32	$134,948.32	$0.00	$0.00	$0.00

Vendor ID: 3138 **Name:** WITMER PUBLIC SAFETY 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
	INV582498	INV	12/2/2024	12/2/2024	$7,359.33	GLOBE GUARD, BOOTS, GLO\		$7,359.33			
	INV586805	INV	12/5/2024	12/5/2024	$3,175.12	BULLARD UST LW HELMET		$3,175.12			
	INV590389	INV	12/10/2024	12/10/2024	$651.50	BULLARD FULL BRIM HELMEN		$651.50			

			Due				
Voucher(s): 3	Aged Totals:	$11,185.95	$11,185.95	$0.00	$0.00	$0.00

Vendor ID: 9634 **Name:** WOWTOYZ, 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
	92315	INV	11/19/2024	11/19/2024	$139.59	GIFT SHOP STOCK		$139.59			

			Due				
Voucher(s): 1	Aged Totals:	$139.59	$139.59	$0.00	$0.00	$0.00

Vendor ID: 9946 **Name:** ZACHARY KELLER **Class ID:** 1099 **FED TAX CLAS:** INDIVIDUAL

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	MEETINGS @ $100 E/	INV	12/11/2024	12/11/2024	$200.00	2024 P & Z MEETINGS (2)		$200.00			

			Due				
Voucher(s): 1	Aged Totals:	$200.00	$200.00	$0.00	$0.00	$0.00

Vendor ID: 6405 **Name:** ZOOBEAN 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
	34707	INV	11/27/2024	11/27/2024	$1,395.00	BEANSTACK PLUS 03/22-03/24		$1,395.00			

			Due				
Voucher(s): 1	Aged Totals:	$1,395.00	$1,395.00	$0.00	$0.00	$0.00

Vendor ID: 9958 **Name:** ZOOM COMMUNICATIONS INC **Class ID:** 1099 **FED TAX CLAS:** C CORPORATION

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	INV283324012	INV	12/1/2024	12/1/2024	$174.80	ZOOM WORKPLACE PRO ANN		$174.80			

			Due				
Voucher(s): 1	Aged Totals:	$174.80	$174.80	$0.00	$0.00	$0.00

	Vendors	Due	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
Vendor Totals:	156	$1,118,188.89	$1,017,099.70	$24,323.21	$71,296.77	$5,469.21

RESOLUTION NO. _____

A RESOLUTION TO ESTABLISH A POLLING PLACE FOR THE CITY OF DICKINSON

BE IT RESOLVED by the governing body of the City of Dickinson, North Dakota (the "City"), as follows:

WHEREAS, the City has established, pursuant to NDCC 40-21-03.1 and NDCC 16.1-01-03 within the City; and

NOW, THEREFORE, BE IT RESOLVED, that the polling place for the City of Dickinson, for the 2025 recall election shall be as follows:

> The polling location will be located at the Biesiot Activity Center (BAC), 398 State Avenue North, from 7:00 a.m. to 7:00 p.m. MT, City of Dickinson.

Dated this 17th day of December, 2024.

_____
Scott Decker, President
Board of City Commissioners

ATTEST:

_____
Dustin Dassinger, City Administrator

2025 Liquor License

	Commerical On-Sale/Off-Sale	Concerns
1003488	BP Marsh Enterprises Inc. DBA Bernie's Esquire	Service area map needed - provided
1003775	Coborn's Inc. DBA Cash Wise Liquor #3044	
1003776	Paragon Bowl DBA Champs Sports Club	Service area map needed - provided
1003777	DYA Operating Inc. DBA The Rock	
1003778	Black Clover LLC DBA Dickinson Town and Country	
1003779	Donlin Enterprises DBA Ponderosa Liquor	
1003780	Final Final Bar and Lounge LLC	Concern with Criminal History
1003781	HOB Enterprise DBA House of Booze	
1003782	JK3S, LLC DBA Spur Bar and Lounge	
1003783	LA Liquors DBA Neighbors Local Bar	
1003784	Legacy 7 LLC DBA Lucky's Liquor	
1003785	Legacy 7 LLC DBA Lucky's Liquor	
1003786	Maverick's Saloon	
1003787	Nash Finch Company DBA Family Fare #123	
1003788	Ozark Spirits LLC - Wal-Mart Stores	
1003789	DO Interests DBA Southside Saloon	
1003790	TH Investments LLC DBA Southview Liquor	
1003791	TH Investments LLC DBA Liquor Warehouse	

MOTEL/HOTEL

1003792	Grand Dakota Hospitality DBA Grand Dakota Lodge	
1003793	Heritage Hospitality LLC DBA Astoria Hotel and Event Center	

LODGE/CLUB

1003794	Brotherhood of St. Anthony	
1003795	Dickinson Eagles Club	
1003796	Elks Lodge #1137	

RESTAURANT

1003797	Applewest Inc. DBA Applebees Inc.	
1003798	Blackridge Capital LLC DBA Blue 42 Sports Grille and Bar	
1003799	Edgewood Dickinson LLC	Service area map needed - provided
1003800	El Sombrero Inc.	
1003801	JD'S BBQ	Concern with Criminal History
1003802	Los Cabos Family Mexican Restaurant, LLC	
1003803	Phat Fish	
1003804	Sakura	
1003805	Players Sports Bar and Grill	
1003806	Sanfords Grub and Pub of ND Inc.	
1003807	The Crossing	
1003808	The Grub Tub	Concern with Criminal History
1003809	Wings of Minot	

BEER AND WINE CONCESSION

1003810 Badlands Big Sticks Baseball

MICROBREWERY

1003811 Phat Fish

BEER ONLY

1003812 DePorres House of Barbering
1003813 Just-In Glass dba Just Golf
1003814 Mens Den Salon
1003815 Francisco Herrera DBA El Paricutin Mexican Food
1003816 King Buffet
1003817 Melanie Oltmanns DBA Eyewear Concepts
1003818 Island Cuisine LLC DBA Denis Oyugi

Qdoba - do not wish to renew
Masterfade Barbershop LLC - do not wish to renew

INTEROFFICE MEMORANDUM

TO: CHIEF CIANNI

FROM: REBECCA HOFF

SUBJECT: DO PROPERTIES

DATE: 11/26/2024

BACKGROUND INVESTIGATION:

DAVID OUELLETTE

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

ND Courts
City of Dickinson contacts
NCIC
CJIS

This search revealed the following criminal history:

NO CRIMINAL RECORDS FOUND

CITY OF DICKINSON

INITIAL APPLICATION FOR
ALCOHOLIC BEVERAGE LICENSE
For Year 2025

Application for:

___Commercial On/Off-Sale ($3,000)
___Lodge or Club ($3.000)
___Motel or Hotel ($3,000)
X Restaurant On-Sale ($2,500)
___Military Club Beer and Wine ($700)
___Microbrewery Pub ($700)
___ Beer and Wine Concession Licenses ($550)
___ Distillery License ($700)
___ Brewer Taproom License ($2,000)
___ Domestic Winery License (N/A)
___ Beer Only On-Sale License ($700)
___ Beer and Wine Only On-Sale License ($1,250)
X Sunday Permit (All on-sale establishments must check Sunday Permit. Optional only for off sale establishments. See paragraph 5, below)

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

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

1. **BUSINESS INFORMATION:**
Business Name: DO Properties, DBA ALL IN Events + Catering
Mailing Address: 20 E. Broadway St.
Street Address: same
Phone Number: 3

2. **PROPOSED LICENSEE INFORMATION (please complete either 2.a. or 2.b. as appropriate)**
a. Individual or Partnership:
Name(s): Dave Ouellette
Addı
City/S
Telep
Email:
Birth
Socia
Please Attach - Occupation Record for Last Five Years
US Citizen: Y / N
b. Corporation:
Name of Corporation: _____
Date of Incorporation: ___/___/____ State of Incorporation: _____
Web Address: _____
(Attach copy of Certificate of Incorporation)
(Attach list of each officer, director, and proposed manager indicating address, email address, citizenship status, and percentage of stock ownership in corporation.)

3. **LOCATION INFORMATION:**
Legal description of business location: Lot: 1 Block: 1
Addition or Subdivision: South Dickinson

Property/Building Owner Information (If different than applicant)
Name: _____
Mailing Address: _____
City, State, Zip: _____
Telephone: _____
Email: _____
Zoning: _____
Present Occupancy: _____
Are Taxes Current? Y / N (Please attach verification from Stark County)

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

4. **GENERAL:**

a. Name and contact information for person responsible for complying with all city ordinances and state law, on behalf of this license.
Name: Dave Ouellette _____
Mailing _____
City/Stat _____
Telephc _____
Email: _____

b. Attach a [illegible] usiness ownership for the five years lea[illegible]

c. Have you ever been engaged in the sale or distribution of alcoholic beverages prior to this application? If so, give date and type of business and address: Yes Badlands Big Sticks concessions + Southside Saloon

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

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

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

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

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

i. Has any person, other than applicant, any right, title, or interest in the leasehold, or in the furniture, fixtures, or equipment in the premises for which license is requested?
(Y (N)) If yes, attach list of names and contact information.

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

k. Have you interest whatsoever, directly or indirectly, in any other liquor or alcoholic beverage establishment either wholesale or retail in North Dakota or any another state?
(Y) N) If yes, attach list of business names and addresses of establishments.

l. Have you or any licensees listed on this application been convicted of a Felony or any other alcohol related violation of criminal or traffic law? No X *Yes_____
*If yes, please provide date, location (State & City) and description of the offense:_____

m. Will you be engaged in any other form of business other than that to be covered by this license? (Y (N) If yes, please attach description of other business, including employer if that applies.

n. The applicant hereby does expressly consent that any person(s) duly authorized by the city of Dickinson may enter upon the premises described in this application at any reasonable hour of the day or night including all hours in which the establishment is occupied, and at such times they shall have free access to all portions of the property comprising the licensed premises for the purpose of inspecting such premises for any possible violation of laws of the state of North Dakota or ordinances of the city of Dickinson regardless whether said laws pertain to the sales of alcoholic beverages. Such access shall be permitted without necessity of a search warrant.

o. Applicant acknowledges that this license, if granted includes the ability to open business on Sunday and therefore the business must collect and submit to the state of North Dakota the Hospitality Tax (Restaurant and Lodging)

p. Applicant acknowledges that if this is an application for a restaurant related license, at least 50% of sales of the business must be in the form of prepared food.

q. The applicant hereby acknowledges that if this license is idle for more than six months in any 12 month period, the City will revoke said license and offer it for public sale.

r. The applicant hereby acknowledges that this license is not transferable nor may the ownership change by more than 25% without prior approval of the city of Dickinson.

s. Please attach the names and contact information of three local business references.

t. The applicant hereby acknowledges that by signing this application he/she/they admit that the information contained in this application is true and accurate to the best of their knowledge.

u. The applicant hereby acknowledges that they shall cooperate to the fullest extent in obtaining a complete background investigation concerning any persons involved with the individual applicant or the applicant's organization.

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

Dated this 26 day of November, 20 24

Individual or Partnership Application:

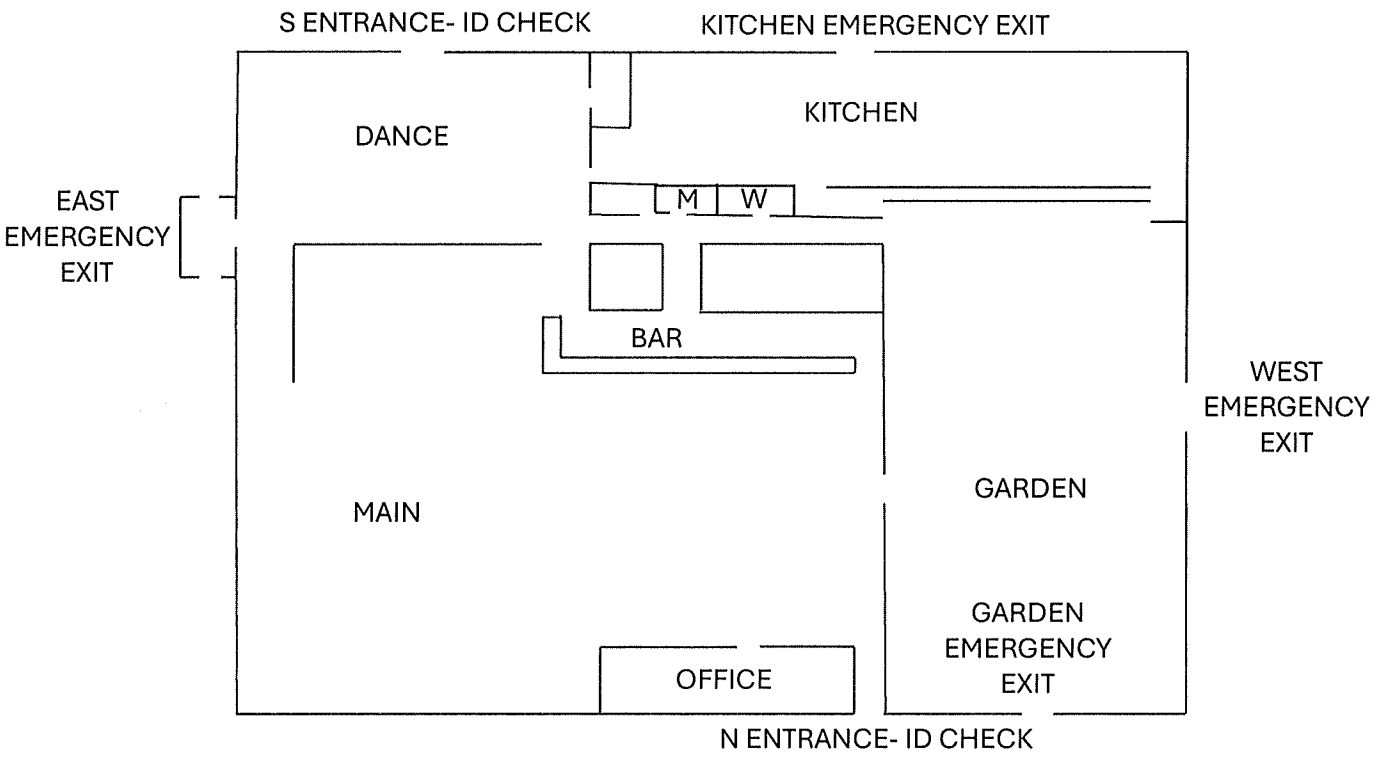
_____
Applicant Signature(s)

_____
Applicant Signature(s)

Corporation:

_____
President's Signature

_____


S ENTRANCE- ID CHECK
KITCHEN EMERGENCY EXIT
DANCE
KITCHEN
EAST
EMERGENCY
EXIT
M
W
BAR
WEST
EMERGENCY
EXIT
GARDEN
MAIN
GARDEN
EMERGENCY
EXIT
OFFICE
N ENTRANCE- ID CHECK

Stark Development Corporation

Single-Year Funding Agreement

Date: 12 - 12, 2024.

This Agreement is made as of the date stated herein between the City of Dickinson, a North Dakota municipal corporation (hereinafter, the "City"), and Stark Development Corporation, a North Dakota non-profit corporation (hereinafter, the "Stark Development").

WHEREAS, the Stark Development is non-profit organization, dedicated to the creation of business opportunities within Stark County and the City of Dickinson; and

WHEREAS, the City recognizes the value of creating business opportunities within Stark County and the City of Dickinson, and the key role that Stark Development plays in such activity; and

WHEREAS, the City desires to provide for a steady source of funding for Stark Development; and

WHEREAS, Dickinson Municipal Code Section 35.090(a) provides that a portion of the one-percent sales tax initially adopted on July 1, 1990, is dedicated, in part, to job creation; and

WHEREAS, the Board of City Commissioners recognizes its obligation as a publicly-elected body to oversee the use and distribution of all monies generated by locally-imposed sales taxes;

NOW, THEREFORE, the Parties hereby stipulate and agree as follows:

1. **Term of Agreement.** This Agreement shall be for a term of one year, commencing on January 1, 2025, and ending on December 31, 2025. The Parties may thereafter renegotiate the provisions of this Agreement. The term of this Agreement shall not automatically renew. This Agreement may, however, be terminated at any time by mutual agreement of the parties, or by any one party upon 90 days prior written notice to the other party. This Agreement shall further terminate if at any time any court or the North Dakota Attorney General determines that this Agreement is in violation of any federal, state or local law or regulation.

2. **Funding to Stark Development.** The City shall pay to Stark Development the annual capped amounts as follows:

2025 : $750,000 operations
$150,000 city matching grant

The annual operation funding amount shall be paid by the City to Stark Development in twelve (12) equal monthly installments. Stark Development shall use the funds for the purposes of

job creation, as set forth in Dickinson Municipal Code 35.090(a), and shall annually provide an accounting of the use of the funds to the City and present an annual report to the City Commission prior to April 1 of each year of the contract.

3. **Obligations of Stark Development.** In consideration of the funds provided to Stark Development in this Agreement, Stark Development shall be responsible for providing the following services to the City:

(a) Develop and manage job creation, job retention, and new wealth creation efforts on behalf of the City.
(b) Develop and manage job creation and new wealth creation efforts in the City's surrounding market area.
(c) Promote the City as a site for new and expanding businesses.
(d) Partner with local business and the Small Business Development Center within the City to promote job creation.
(e) Provide an annual report to the Board of City Commissioners, to include Stark Development's primary initiatives, goals, activities, and accomplishments, and the Stark Development's annual audited financial statements.
(f) Submit its annual budget to the Board of City Commissioners for review; provided, however, that the City shall not have the right to approve or deny the Stark Development budget, but only to the right to review and make recommendations.
(g) The City will not, during the term of this Agreement, request additional funding for municipal infrastructure improvements from Stark Development.

4. **Obligations of the City.** In consideration of the funds provided to Stark Development in this Agreement, City of Dickinson shall be responsible for providing the following services to Stark Development:

(a) The City matching grant, a portion of the Sales Tax collections, to Stark Development would accumulate in a fund not to exceed $150,000 annually. This fund will be used to support workforce recruitment and/or to be used as a competitive grant for building rehabilitation to include, but not limited to, accessibility and ADA improvements, fire suppression, hazardous materials abatement, structural issues, plumbing and HVAC updates required by code. Applications shall be reviewed and awarded by a committee made up of representatives from both the City and Stark Development. Stark Development shall be responsible for administration of the funds and establishing the necessary incentive agreements with the applicants.
(b) The City will set up a separate fund for the matching grant. This separate fund will hold any unspent annual matching grant and will be a roll-over amount to be encumbered in the next fiscal calendar year. A disbursement request will be initiated from Stark Development by either an email or letter requesting the dollar amount and what the funds will be used for. The matching grant fund will be funded through the budget process each year by approval of the Commission but the fund balance will not exceed a reserve cap of $300,000 in any annual year.

5. **Limitation of City Liability.** Any liability of the City of Dickinson under this Agreement shall be strictly limited to the funds actually proposed to be paid to Stark Development

pursuant to Paragraph 2 and 3(i) above, and may be altered pursuant to Paragraph 5, and shall be conditioned upon the ability of the City to actually collect and receive the taxes imposed under Dickinson Municipal Code 35.090(a). The City makes no guarantee or commitment of any funding amounts in the absence of its ability to actually collect and receive the taxes provide for herein. The City shall have no liability whatsoever in the event that Dickinson Municipal Code 35.090(a) or authorizing state legislation are either amended, repealed, referred, or otherwise changed to restrict the City's ability to impose the stated taxes or appropriate the funds as herein provided. Stark Development hereby specifically waives any consequential damages against the City of Dickinson arising out of or related to this Agreement. Stark Development further agrees that it will indemnify and hold the City harmless against any and all claims and demands or whatever kind and nature, arising out of or related to this Agreement. Stark Development shall not have the ability, right, or power to commit the City to any contracts, agreements, proposals, or arrangements.

6. **Alteration of Funding Level.** Notwithstanding other provisions of this Agreement, in the event that the City's actual receipts of Sales Tax funds (as provided for in Dickinson Municipal Code 35.090(a)) decrease by an annualized rate of more than 5%, the City may terminate this agreement without liability therefore, and provide for a new appropriation amount to Stark Development that, in the judgment of the Board of City Commissioners, reflects the decrease in actual tax receipts.

7. **Limitation on Public Funds.** As a recipient of public tax funds, Stark Development hereby agrees that it shall not use such public tax funds in order to take any position materially adverse to the City or to advocate against the City or its citizens with respect to any matter of public concern.

8. **Termination.** This Agreement may be terminated by either party for any reason upon ninety (90) days prior written notice to the other party. Additionally, this Agreement shall terminate upon any of the following:

(a) Material breach of the terms of this Agreement by either Party.

(b) Gross negligence, misfeasance, malfeasance, misuse of funds, or criminal violation of law by either Party

(c) In the event that any court or the North Dakota Attorney General determines that this Agreement is in violation of any federal, state, or local law, ordinance, or regulation.

(d) In the event that Stark Development shall dissolve, declare bankruptcy, become insolvent, wind-up its business affairs, make an assignment for the benefit of creditors, or otherwise become unable to carry out the duties of Stark Development under this Agreement, or become, in the judgment of the Board of City Commissioners, unable to perform the services contemplated in this Agreement or unsuitable as a recipient of public tax funds.

(e) In the event that any change of state or local law or otherwise makes the City unable to impose the municipal taxes permitted by Dickinson Municipal Code 35.090(a).

(f) In the event that the Parties should, at any time, mutually agree in writing to a termination of this Agreement.

(g) see Article 5 of this agreement.

9. **Notice to the Parties – Addresses.** Any notice required to be given to any Party under this Agreement shall be effective upon placing such notice into the United States mail addressed to each Party as follows:

The City of Dickinson	Stark Development Corporation
38 1st Street West	103 1st Avenue West, Suite 101
Dickinson, ND 58601	Dickinson, ND 58601

10. **Subject to Open Records and Open Meetings Laws.** The Parties stipulate and acknowledge that this Agreement is subject to open records law and open meetings laws of the State of North Dakota, and the Parties shall severally abide by such laws.

11. Severability. If any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected thereby.

12. Binding Effect. This Agreement shall be binding on, and shall inure to the benefit of, the Parties hereto and their respective administrators, representatives, successors, and assigns.

13. Governing Law. This Agreement shall be governed by North Dakota law and any question arising hereunder shall be construed or determined according to such law.

14. Representation of Parties. The Parties each represent and warrant that they have been fully-advised with respect to their respective rights and obligations under this Agreement, and have consulted with counsel of their own choosing with respect to this Agreement, or have had the opportunity to so consult.

15. Further Assurances. The Parties agree to do all acts and things and to make, execute, acknowledge and deliver such written documents, instructions and/or instruments in such form as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement. The Parties further agree to give reasonable cooperation and assistance to any other Party or Parties hereto in order to enable such other Party or Parties to secure the intended benefits of this Agreement.

16. Counterparts. This Agreement may be executed by the Parties in any number of counterparts, including by way of facsimile, and each of which shall be deemed to be an original and all of which, collectively, shall be deemed to be one and the same instrument.

17. Entire Agreement. This Agreement contains the entire agreement between and among the Parties hereto, and supersedes all prior and contemporaneous discussions, negotiations, understandings and agreements, whether oral or written, express or implied, between or among them relating to the subject matter of this Agreement. This Agreement may not be amended orally, nor shall any purported oral amendment (even if accompanied by partial

or complete performance in accordance therewith) be of any legal force or effect or constitute an amendment of this Agreement, but rather this Agreement may be amended only by an agreement in writing signed by the Parties.

18. Time Is of the Essence. Time is of the essence with respect to the performance of any and all provisions of this Agreement.

[*The remainder of this page is intentionally left blank.*]

Signature Page

STARK DEVELOPMENT CORPORATION

By: Peggy Ehresman

Printed Name: Peggy Ehresman

Its: President

CITY OF DICKINSON

By: _____

Scott Decker, President
Board of City Commissioners

ATTEST:

_____

Dustin Dassinger, City Administrator

Dickinson Public Transit

Single-Year Funding Agreement

This Agreement is made this _____ day of December, 2024, between City of Dickinson, a municipal corporation (the "City") whose address is 38 1st Street West, Dickinson, ND 58601 and Stark County Council on Aging Elder Care (Dickinson Public Transit and Elder Care), a North Dakota not-for-profit entity whose address is 361 26th Street East, Dickinson, ND 58601.

WHEREAS, the City of Dickinson desires to facilitate a public transit system for the residents of the City; and

WHEREAS, Elder Care is engaged in the business of providing nutrition services for seniors in Dickinson, and Dickinson Public Transit is engaged in the business of providing public transit services to the residents of the City of Dickinson with a weekly trip to Bismarck, and rides to surrounding towns, pending driver and vehicle availability; and

WHEREAS, it is in the best interest of the citizens of Dickinson for the City to assist Dickinson Public Transit in maintaining a viable public transit service, and Elder Care with its nutrition services;

NOW, THEREFORE, the parties stipulate and agree as follows:

1. Term of Agreement

This Agreement shall be for a term of one year, commencing on January 1, 2025, through December 31, 2025. In the event that this Agreement is approved, signed, and executed by the Parties after January 1, 2025, the Parties shall be bound by the provisions of this Agreement upon such approval, signing and execution, notwithstanding the Term of Agreement as provided herein.

2. Elder Care and Dickinson Public Transit Services & Financial Support

Dickinson Public Transit hereby agrees to provide public transit services to the residents of the City of Dickinson and Elder Care herby agrees to provide nutrition services for seniors as provided in this Agreement. Dickinson Public Transit's public transit services shall consist of both pre-scheduled and on-demand, public transit, as set forth in this Agreement. The City of Dickinson shall provide annual support to Elder Care and Dickinson Public Transit for 2025 in the amount of $190,000. Additionally, the City of Dickinson shall provide funding for the transit service offered by Dickinson Public Transit in the amount of $60,000 in 2025. All payments to be made under this Paragraph 2 shall be made in four (4) equal quarterly payments of $62,500 in January, April, July, and October during the year, The City will also pay up to $15,000 in utilities and insurance on the City owned building occupied by Elder Care and Dickinson Public Transit. Such operating subsidy shall be used by Dickinson Public Transit for its nutrition services and pre-scheduled and on-demand- public transit services which for, including but not limited to, work, medical, shopping, recreation, social, worship services, education, and airport. Dickinson Public

Transit shall, from time to time, at the request of the Board of City Commissioners, report on its public transit operations, including the use of any monies granted as an operating subsidy.

3. Hours of Operation and Rates

Dickinson Public Transit shall provide regular pre-scheduled and on-demand public transit service to the residents of Dickinson during at least the following hours:

Monday –Saturday	6:00 AM – 6:00 PM
Sunday	9:00 AM – 6:00 PM

Should Dickinson Public Transit change its hours of operation, it will follow pertinent State of North Dakota Department of Transportation guidelines. Dickinson Public Transit may determine its rates for public transit services, and shall timely notify the City as to its current rate schedules, as may be amended from time to time. Advance notice of hours of operation changes related to holidays and emergencies are excluded from advance notice requirements.

4. Reporting

On or before June 1st of each calendar year, Dickinson Public Transit shall provide the City with an annual report and financial statement regarding its transit services, together with such other reports and additional data as requested by the City. Dickinson Public Transit also agrees to meet with the City regarding the operation of its public transit services upon request. State and Federal reporting requirements shall be provided to the City in a timely manner consistent with existing laws, guidelines and rules. Dickinson Public Transit shall be solely responsible for any necessary reporting to state and/or federal agencies. Dickinson Public Transit shall additionally be solely responsible for compliance and any additional reporting required of a federal grant recipient. Dickinson Public Transit shall complete such reporting requirements and compliance on its own and shall not rely upon the City for such reporting and compliance.

5. Subsidy - Garage and Office Space

For and in consideration of the promises and covenants of Dickinson Public Transit contained herein, and as an additional subsidy for Dickinson Public Transit's public transit services, the City hereby provides Dickinson Public Transit with building space upon the following terms and conditions:

(a.) Public Transit Building

The City shall provide Dickinson Public Transit with garage and office space suitable for Dickinson Public Transit's business needs. Such garage and office space shall be within the property commonly known as the Dickinson Public Transit Building, 361 26th Street East, Dickinson, North Dakota. Such premises shall hereinafter be referred to collectively as the "Office Space."

(b.) Use of Office Space

The Office Space hereby provided shall be used by Dickinson Public Transit as a garage and office for its public transit services. The City recognizes that Dickinson Public Transit currently administers nutrition services out of the same building. Dickinson Public Transit will use the Office Space in a careful and lawful manner, and will not carry on any activities on the premise's contrary to law or to the ordinances of the City of Dickinson.

(c.) Rent and Utility Charges

As part of the City's support of Dickinson Public Transit's public transit services, and as additional subsidy (approximately $15,000/year in-kind for utilities and approximately $80,000/year in-kind for rent), Dickinson Public Transit shall not be required to pay rent or utility (heat, electrical, garbage, water, and sewer) charges for its use of the Office Space. Dickinson Public Transit shall be responsible for its internet and mobile phone charges.

(d.) Alterations and Improvements

Dickinson Public Transit may, at its own expense, and exercising reasonable discretion and judgment, decorate the interior of the Office Space as it deems suitable for its occupancy, but it shall make no major changes or alterations in the walls or partitions in the Office Space without the prior express written consent of the City. With the exception of Dickinson Public Transit's own fixtures and equipment, all improvements upon the premises at the time of the termination of this Agreement, shall remain and become the property of the City.

(e.) Care of Garage and Office Space

Dickinson Public Transit shall take care that the Office Space is well-maintained and kept in good repair, free from filth, overloading, danger of fire, explosions or any nuisance. Upon the termination of this Agreement, Dickinson Public Transit shall return the Office Space to the City in substantially similar condition as exists upon the date of execution of this Agreement, normal wear and use excepted. In the event that care of the Office Space is neglected by Dickinson Public Transit, the City, upon 30 days' written notice to Dickinson Public Transit, shall have the right, although not the obligation, to repair or maintain the premises to the City's sole subjective satisfaction, and Dickinson Public Transit hereby agrees to pay to the City the costs thereof.

(f.) Taxes and Insurance

The City shall be responsible for the payment of all real estate taxes and special assessments, as well as the cost of fire, lightning and extended coverage insurance upon the building. Dickinson Public Transit shall be responsible for insuring its own improvements, fixtures, equipment, and other personal property.

(g.) Repair and Maintenance

The City shall be responsible for the maintenance and repair of the structural parts and exterior of the building, including the exterior walls and roof, as well as the plumbing, heating, Fire Protection, (smoke and heat detectors and alarms), water drainage in wash bay and garage, and air conditioning systems. Dickinson Public Transit shall be responsible for snow removal on driveways. The City shall designate 26th Street East as a Level 1 Emergency Route. Dickinson Public Transit shall be responsible for general upkeep, cleaning, grounds maintenance, and maintenance for the Office Space used by it under this Agreement. Dickinson Public Transit shall further be liable for any damage to the exterior or interior of the building resulting from Dickinson Public Transit's use other than ordinary usage of the premises.

(h.) Inspection

Dickinson Public Transit hereby agrees that it will permit the City to inspect or examine the premises at any time during reasonable hours with or without advance prior notice.

(i.) No Assignment of Agreement

Dickinson Public Transit hereby acknowledges that the provision of Office Space herein provided for is personal to the City and Dickinson Public Transit. Dickinson Public Transit shall not assign this Agreement, or any of the rights or duties thereunder, to any other party. Dickinson Public Transit shall not lease or attempt to lease to any other party the Office Space herein provided; nor shall Dickinson Public Transit permit any other party to use or conduct business out of the Office Space herein provided. Any attempt to assign this Agreement to another party, lease the premises to another party, or permit any other party to use or conduct business out of the Office Space shall be a material breach of this Agreement, and shall obligate Dickinson Public Transit to immediately vacate the premises.

(j.) Liability for Loss

The City shall not be liable for any injury or damages to any persons or property sustained by Dickinson Public Transit or its agents or employees, or by any other persons on or about the premises, including but not limited to guests or invitees of Dickinson Public Transit. Dickinson Public Transit shall indemnify and hold the City harmless from any and all claims, damages, liabilities, costs and expenses, including attorneys' fees, arising from injury to persons or property in or about the premises or in any manner arising or growing out of Dickinson Public Transit's use, occupancy, management or control thereof. Dickinson Public Transit agrees that it shall maintain a general liability insurance policy, and proof of the same shall be given to the City.

(k.) Signs

Dickinson Public Transit may at its own risk and expense, erect or place in a lawful manner, a sign concerning its business on the exterior walls and/or property of the premises. Dickinson Public Transit shall further be entitled to use existing sign poles on the grounds for its own signage. Dickinson Public Transit shall maintain such signs in a good state of repair and shall repair any damage that may have been done to the premises by the erection, existence, maintenance or removal of such signs. Upon termination of this Agreement, Dickinson Public Transit shall remove the signs at its own expense and restore the exterior of the premises and grounds to their original condition.

6. Termination; Surrender of Premises; Removal of Fixtures and Personal Property

This Agreement may be terminated, with or without cause, by either party upon 90 days written notice to the other party. Upon the termination of this Agreement, Dickinson Public Transit agrees to peacefully surrender possession of the premises to the City of Dickinson. If not removed within 90 days of surrender of the premises, any equipment, fixtures or personal property belonging to Dickinson Public Transit, if not removed upon termination or default shall be deemed abandoned. If the City shall so elect, it may assume ownership of the abandoned property without any payment or offset therefore. Alternatively, if the City shall so elect, it may remove such equipment, fixtures, or personal property from the premises and store them at the sole risk and expense of Dickinson Public Transit. Dickinson Public Transit shall repair and restore all damage to the premises caused by the removal of its equipment, fixtures, and personal property.

7. Entire Agreement

This Agreement contains the entire agreement between and among the Parties hereto, and supersedes all prior and contemporaneous discussions, negotiations, understandings and agreements, whether oral or written, express or implied, between or among them relating to the subject matter of this Agreement. This Agreement may not be amended orally, nor shall any purported oral amendment (even if accompanied by partial or complete performance in accordance therewith) be of any legal force or effect or constitute an amendment of this Agreement, but rather this Agreement may be amended only by an agreement in writing signed by the Parties.

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Signature Page

PUBLIC TRANSIT

By: _____

Colleen Rodakowski, Executive Director

Dickinson Public Transit

CITY OF DICKINSON

By: _____

Scott Decker, President

Board of City Commissioners

ATTEST:

_____

Dustin Dassinger, City Administrator

Financial Report

For the Period Ending

November 30th, 2024

From: *Samantha Buzalsky, Finance Specialist*

Budget Summary ……..1

Cash Balance Report……..2

Working Fund Report……3

State Tax/Intergovernmental Revenue by Month……..4

Aged Report Summary ……..8

Utility Revenue Summary……9

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

2024 Budget Recap
11/30/2024

	2024 Budget	2024 Actual	Variance	% Expended
General Fund	$ 27,025,495	$ 22,444,809	$ 4,580,686	83.05%
Special Revenue Funds				
1% Sales Tax	$ 10,884,500	$ 6,556,307	$ 4,328,193	60.24%
1/2% Sales Tax	$ 5,225,000	$ 4,895,833	$ 329,167	93.70%
Legacy Square Fund	$ 563,250	$ 484,053	$ 79,197	85.94%
Cemetery Fund	$ 149,000	$ 106,365	$ 42,635	71.39%
Future Fund	$ 300,000	$ 279,272	$ 20,728	93.09%
Oil Impact Fund	$ 29,254,976	$ 28,432,284	$ 822,692	97.19%
Hospitality Tax	$ 1,084,000	$ 1,086,778	$ (2,778)	100.26%
Highway Tax	$ 1,300,000	$ 1,191,667	$ 108,333	91.67%
Urban Forestry/Downtown Streetscape	$ 50,000	$ -	$ 50,000	0.00%
Ambulance		$ 137,313		
Library	$ 1,695,743	$ 1,186,617	$ 509,126	69.98%
Interest Revenue Fund	$ 1,100,000	$ 877,640	$ 222,360	79.79%
Debt Service Funds				
WRCC Revenue Bond	$ 1,435,000	$ 1,425,695	$ 9,305	99.35%
General Capital Lease Fund	$ 400,000	$ 398,021	$ 1,979	99.51%
Enterprise/Proprietary Funds				
Water	$ 7,956,317	$ 7,399,407	$ 556,910	93.00%
Sewer	$ 9,575,755	$ 8,122,667	$ 1,453,088	84.83%
Solid Waste	$ 5,892,753	$ 4,218,867	$ 1,673,886	71.59%
Storm Water	$ 114,230	$ 126,805	$ (12,575)	111.01%
Wastewater Plant	$ 1,128,381	$ 1,154,566	$ (26,185)	102.32%
Fleet (Internal Service)	$ 1,270,831	$ 894,831	$ 376,000	70.41%
Totals	106,405,231	91,419,798	15,122,746	85.92%

City of Dickinson
Cash Balance Report
November 30th, 2024

Assets:			
Cash Accounts	**$ 54,477,781.00**		
Petty Cash	**$ 5,230.00**		
CD's	**$ 10,900,000.00**		
Investments	**$ 38,240,849.33**		
Total Assets		**$ 103,623,860.33**	
Restricted & Committed Cash:			
Restricted (Debt Service)	**$ 5,218,550.00**		
Committed (2024 Budget)	**$ 15,122,746.00**		
Total Restricted & Committed Cash		**$ 20,341,296.00**	
Future Committed Cash:			
Committed (2025 Budget)	**$ 107,547,294.00**		
Total Future Committed Cash		**$ 107,547,294.00**	
Liabilities:			
Long Term Debt (Includes Bonds and Leases)	**$ 51,981,587.00**		
Unfunded Pension Liability	**$ 12,500,000.00**		
Total Liabilities		**$ 64,481,587.00**	
Total Unassigned Cash			**$ (88,746,316.67)**

CITY OF DICKINSON
WORKING FUND BALANCE REPORT

30-Nov-24

Fund Description	11/30/2024 Cash Balance	Debt Service	2024 Estimated Remaining Budget Rev	2024 Estimated Remaining Committed/Budget Cash	Estimated Cash Balance
100 General Fund	$ 10,298,072		$ 2,434,889	$ 4,580,686	$ 8,152,275
Special Revenue Funds					
210 City Sales Tax 1%	$ 13,348,072	$ 281,500	$ 1,208,737	$ 4,328,193	$ 9,947,116
211 City Sales Tax 1/2%	$ 888,514		$ 600,509	$ 329,167	$ 1,159,856
214 Legacy Square	$ 289,556		$ 31,517	$ 79,197	$ 241,877
215 Cemetery Trust Fund	$ 207,064		$ 33,340	$ 42,635	$ 197,770
217 Youth Commission	$ 1,429				$ 1,429
*218 Dickinson Future Fund	$ 6,574,316		$ -	$ 20,728	$ 6,553,588
219 Oil Impact Fund	$ 12,271,214		$ 1,400,092	$ 822,692	$ 12,848,614
222 Hospitality Tax	$ 1,159,552		$ 56,875	$ -	$ 1,216,427
223 Highway Tax	$ 41,327		$ 63,375	$ 108,333	$ (3,631)
224 Urban Forestry	$ 102,062		$ 50,000	$ 50,000	$ 102,062
241 Police Special Revenue	$ 402,272				$ 402,272
242 ARPA	$ 941,217			$ 610,335	$ 330,882
245 Fire Special Revenue	$ 576,046				$ 576,046
246 Ambulance Special Revenue	$ 2,326,941				$ 2,326,941
247 Museum Special Revenue	$ 16,623				$ 16,623
254 Library	$ 530,936		$ 347,127	$ 509,126	$ 368,937
Debt Service Funds					
314 Community Center Bond	$ 2,147,446		$ 1,243,822	$ 9,305	$ 3,381,964
399 Gen Cap Leases	$ (31,354)		$ 33,333	$ 1,979	$ 0
Capital Project Funds					
410 Building Construction	$ 7,690				$ 7,690
457 Impact Fee Capital Projects	$ 364,898				$ 364,898
460 Sidewalk Fund	$ 302,399				$ 302,399
462 Trails Construction	$ 1,585,292				$ 1,585,292
466 Annual Street Projects	$ 302,399		$ 134,962	$ 2,041,773	$ (1,604,411)
Enterprise Funds					
601 Water Distribution	$ 1,900,902		$ 1,073,769	$ 556,910	$ 2,417,762
602 Wastewater Fund	$ 12,130,624	$ 4,785,525	$ 487,659	$ 1,466,306	$ 6,366,452
603 Solid Waste	$ 2,853,313		$ -	$ 1,673,886	$ 1,179,426
604 Storm Water	$ 1,490,301		$ 7,576	$ -	$ 1,497,877
605 Wastewater Treatment Plant	$ (183,562)		$ 869,957	$ 1,001,576	$ (315,181)
612 Internal Service Fund	$ 646,875		$ 202,781	$ 376,000	$ 473,656
Trust and Agency Funds					
*707 Interest Revenue	$ 2,073,695		$ -	$ 222,360	$ 1,851,336
Totals	$ 75,566,131	$ 5,067,025	$ 10,280,322	$ 18,831,186	$ 61,948,242

*Includes Market Value

1% Sales Tax

11/30/2024

	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	402,293	(200,642)
August	664,241	765,145	527,075	568,420	569,164	707,353	905,929	198,576
September	517,500	517,822	494,819	523,865	751,171	627,308	577,910	(49,398)
October	473,116	568,820	490,122	512,572	677,176	439,305	677,393	238,088
November	609,032	600,086	472,033	447,706	553,059	858,479	706,865	(151,614)
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**	**6,781,434**	**(86,489)**

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	201,147	(100,321)
August	332,120	382,573	263,538	284,210	284,582	353,676	452,964	99,288
September	258,750	258,911	247,409	261,933	375,585	313,654	288,955	(24,699)
October	236,558	284,410	245,061	256,286	338,588	219,652	338,696	119,044
November	304,516	300,043	236,016	223,853	276,530	429,239	353,433	(75,807)
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**	**3,390,716**	**(43,245)**

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	603,440	(300,963)
August	996,361	1,147,718	790,613	852,630	853,747	1,061,029	1,358,893	297,864
September	776,250	776,733	742,228	785,798	1,126,756	940,962	866,865	(74,097)
October	709,674	853,230	735,183	768,859	1,015,764	658,957	1,016,089	357,132
November	913,547	900,130	708,049	671,559	829,589	1,287,718	1,060,298	(227,420)
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**	**10,172,150**	**(129,734)**

City of Dickinson

11/30/2024	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	37,477	602,935	402,293	301,468	201,147	82,918	95,858
August	46,969	54,476	707,353	905,929	353,676	452,964	105,902	128,769
September	80,411	59,112	627,308	577,910	313,654	288,955	132,380	119,075
October	40,325	60,919	439,305	677,393	219,652	338,696	95,499	118,060
November	69,271	61,116	858,479	706,865	429,239	353,433	135,220	123,234
December	35,647	-	589,994	-	294,997	-	100,718	-
Total	**438,047**	**409,431**	**7,457,917**	**6,781,434**	**3,728,959**	**3,390,716**	**1,144,425**	**1,131,908**

	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	164,498	113,233	116,419	1,244,544	1,379,645	5,114	-
August	239,196	266,684	74,660	88,616	1,202,366	1,431,833	-	-
September	234,047	213,864	101,199	95,845	1,783,432	1,853,803	-	-
October	197,963	224,734	111,324	110,575	1,509,862	1,490,675	-	-
November	258,158	243,573	100,894	105,424	1,669,712	1,373,758	-	-
December	218,608	-	518,354	-	1,628,239	-	24,381	-
Total	**2,545,930**	**2,310,094**	**1,641,858**	**1,125,039**	**16,565,258**	**16,182,243**	**63,902**	**19,030**

Oil Impact Fund Revenue

11/30/2024	2018	2019	2020	2021	2022	2023	2024	Increase (Decrease) over prior year
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	1,379,645	135,101
August	1,198,710	1,112,773	739,585	1,119,185	1,648,644	1,202,366	1,431,833	229,467
September	1,656,623	1,559,227	1,219,797	1,590,051	1,932,473	1,783,432	1,853,803	70,370
October	1,263,925	1,191,095	907,805	1,174,502	1,498,774	1,509,862	1,490,675	(19,187)
November	1,362,972	1,152,480	896,826	1,205,340	1,407,431	1,669,712	1,373,758	(295,955)
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**	**16,182,243**	**1,245,223**

Hospitality Tax

11/30/2024	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	95,858	12,939
August	106,837	104,979	88,496	86,150	83,828	105,902	128,769	22,867
September	99,110	91,084	77,004	110,621	116,475	132,380	119,075	(13,305)
October	81,064	106,436	92,454	91,040	110,248	95,499	118,060	22,561
November	108,769	99,662	76,605	72,803	68,209	135,220	123,234	(11,986)
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**	**1,131,908**	**88,201**

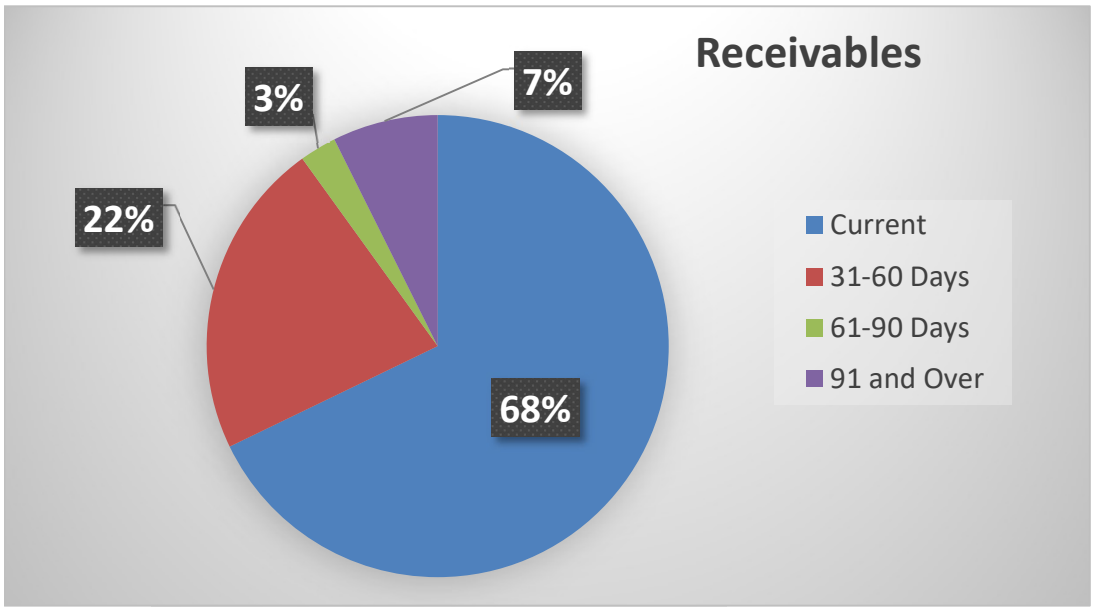
Occupancy Tax

	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	37,477	11,463
August	40,414	37,844	27,268	50,105	44,182	46,969	54,476	7,507
September	48,211	44,207	28,500	43,337	49,032	80,411	59,112	(21,299)
October	41,598	63,262	33,627	37,659	61,186	40,325	60,919	20,594
November	50,014	47,438	29,306	52,810	41,071	69,271	61,116	(8,156)
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**	**409,431**	**7,031**

Aged Trial Balance Summary 11/30/2024

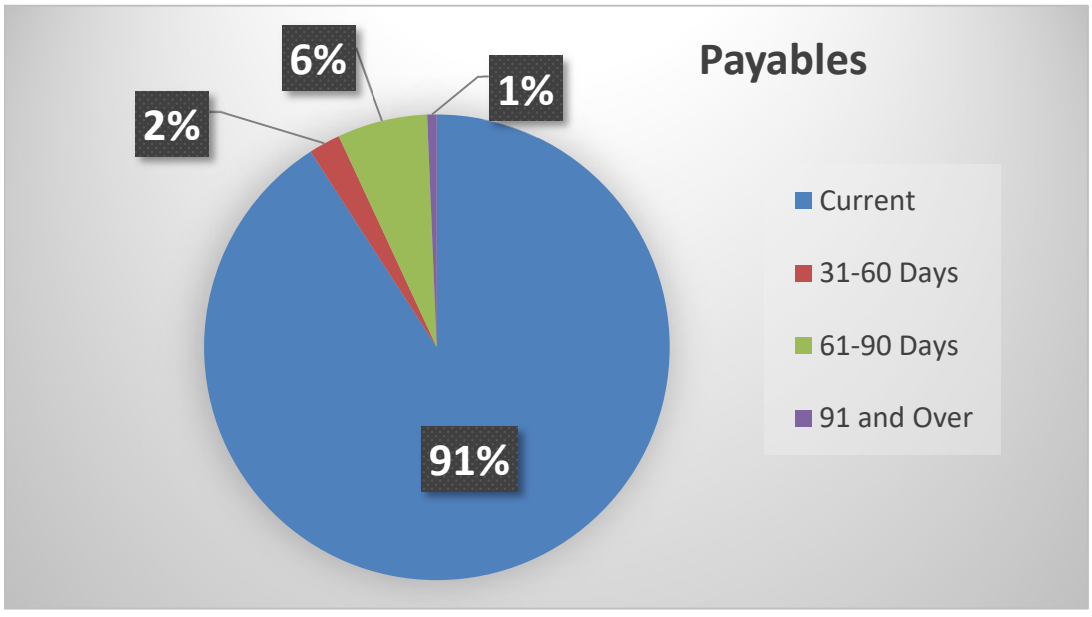
Accounts Receivable Aged Report Summary

Current	31-60 Days	61-90 Days	91 and Over	Total
$362,074	$118,620	$13,712	$39,413	$533,819



Accounts Payable Aged Report Summary

Current	31-60 Days	61-90 Days	91 and Over	Total
$1,018,605	$24,387	$70,222	$7,369	$1,120,584



Utility Revenue Summary
11/30/2024

	2020	2021	2022	2023	2024	Increase (Decrease) over prior year
Water						
Consumption	$ 5,736,440	$ 6,082,613	$ 5,357,972	$ 5,346,827	$ 5,576,103	$ 229,276
Meter Charges	$ 1,138,511	$ 1,146,953	$ 1,154,095	$ 1,142,569	$ 1,052,182	$ (90,387)
Flat Rate Wells	$ 1,140	$ 1,141	$ 1,080	$ 1,070	$ 975	$ (95)
Labor Sales & Service	$ 405	$ 360	$ 360	$ 510	$ 645	$ 135
Connection Fees	$ 149,035	$ 172,079	$ 158,153	$ 187,700	$ 193,475	$ 5,775
Bad Debts Recovered	$ -	$ -	$ 9,078	$ 18,333	$ 13,562	$ (4,771)
Water Vendor	$ -	$ -	$ 30,621	$ 23,386	$ 23,146	$ (240)
Other Misc Reveue	$ -	$ -	$ 41,581	$ 26,855	$ 22,460	$ (4,395)
Sewer						
Consumption	$ 1,462,721	$ 1,433,404	$ 1,348,383	$ 1,329,525	$ 1,335,211	$ 5,686
Meter Charges	$ 1,525,480	$ 1,534,287	$ 1,543,413	$ 1,527,970	$ 1,406,520	$ (121,450)
Flat Rate Wells	$ 5,400	$ 5,400	$ 5,400	$ 5,352	$ 4,877	$ (475)
Septage Receiving Station	$ -	$ -	$ 31,992	$ 64,116	$ 63,702	$ (414)
Connection Fees	$ 99,450	$ 91,550	$ 81,800	$ 236,750	$ 92,587	$ (144,163)
Other Misc Reveue	$ -	$ -	$ 836,442	$ 827,031	$ 746,427	$ (80,604)
Solid Waste						
Utility Billing	$ 1,533,977	$ 1,569,909	$ 1,576,222	$ 1,585,175	$ 1,753,118	$ 167,943
Commercial Landfill	$ 934,278	$ 812,800	$ 1,007,974	$ 848,730	$ 853,538	$ 4,808
Gate Receipts	$ 421,411	$ 448,321	$ 539,687	$ 684,955	$ 656,279	$ (28,676)
UB Commercial Service	$ 1,474,946	$ 1,462,181	$ 1,484,111	$ 1,646,760	$ 1,853,254	$ 206,494
Commercial Container Rent	$ 182,735	$ 220,795	$ 177,291	$ 220,416	$ 196,603	$ (23,813)
Recycle Income	$ -	$ -	$ 136,052	$ 71,322	$ 87,366	$ 16,044
Other Misc Reveue	$ -	$ -	$ 175,707	$ 175,758	$ 169,801	$ (5,957)
General Fund						
Street Light Utility	$ 355,910	$ 391,843	$ 394,167	$ 389,410	$ 358,318	$ (31,092)
Storm Water						
Utility Billing	$ 314,276	$ 316,190	$ 317,917	$ 314,553	$ 289,746	$ (24,807)
Other Misc Reveue				$ 14,154	$ 9,748	$ (4,406)
Waste Water Treatment Plant						
Wastewater Reuse	$ 108,071	$ 305,141	$ 257,474	$ 240,795	$ 410,739	$ 169,944
Total	**$ 15,336,115**	**$ 15,689,825**	**$ 16,409,499**	**$ 16,689,227**	**$ 16,759,643**	**$ 70,416**

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

McDonald Block

Local Landmark Nomination

Photographic Packet

2024



From ESE, staff photo, 10/9/2024



From East, staff photo, 10/9/2024



From ENE, staff photo, 10/9/2024

McDonald Block Building,
25 1st Avenue West
Dickinson, ND



From South, staff photo, 10/9/2024



From ESE, staff photo, 10/9/2024



From West, staff photo, 10/9/2024

McDonald Block Building,
25 1st Avenue West
Dickinson, ND





Front (east) Façade views showing ornamental brick detail, August 2024, Google Maps view.
McDonald Block Building,
25 1st Avenue West
Dickinson, ND



Alley (south) Façade view of ornamental brick detail,
August 2024, Google Maps view.
McDonald Block Building,
25 1st Avenue West
Dickinson, ND



McDonald Block alleyway looking east. Staff photo, 10/9/204.



McDonald Block Building, 1983, view from west showing later addition, c.1927-63(?)
Note Baker Boy signage
Source: North Dakota Cultural Resource Survey Site Form, 32-SK00259
View from Southwest, Roll #2, Frame #8-A, Field Code CRMDI 2 6





McDonald Block Building, 1983
Source: North Dakota Cultural Resource Survey Site Form, 32-SK00259
Left: View from East, Roll #2, Frame #6-A, Field Code CRMDI 2 6
Above: View from Southeast, Roll #2, Frame #7-A, Field Code CRMDI 2 6



Undated distant view of McDonald Block,
west side of Barnes Street (1st Avenue East).
Postcard view copied by Horstman.
Source: Joachim Regional Museum,
Dickinson Museum Center, 2018.001.177.



Muir Grocery Block, east side of Barnes Street (1st Avenue East), built 1901, postcard view.
'Twin' to McDonald Block, architect - A.L. Flegel, Racine, Wisconsin.
Source: Joachim Regional Museum, Dickinson Museum Center, 2018.001.160.

City of Dickinson, ND
Local Landmark Program
Nomination Form

The Local Landmark Program was created to acknowledge and honor properties that are considered to be historically significant to the local Dickinson community. Properties must be within the city limits of Dickinson and may or may not qualify for the National Register of Historic Places.

Instructions for Nomination Forms

All nominations must include all sections of this form. Incomplete forms will not be processed. If a section of this form is not relevant to a property, please write "Not Applicable" or "N/A" in the appropriate place. The Historic Preservation Commission generally meets each month. In order to be added to an upcoming meeting agenda, submit completed nomination packets to the Historic Preservationist for the City of Dickinson who will contact you with agenda options should you wish to appear before the Commission.

Each of the following items must be submitted:

- **Completed Application.**

- **Visual Documentation.**
  - Attach photos of all building elevations (photos of each façade- front, rear, both sides, etc.), including close-ups of significant features if applicable. Photos should be numbered and accompanied by a descriptive list.
  - Photos may be e-mailed, submitted on a USB drive, or submitted as hard-copy attachments (3x5 format preferred).
  - Digital images must be submitted in .JPEG, .JPG, or .TIFF format at 300 dpi, and may not exceed 2MB per image. Digital images should have the name of the property and the number of each photo included in the file name with an attached file describing the respective images.
  - Photos may be either color or black & white.

- **Maps.** Appropriate maps must be attached to indicate the location of the property within the city, and all contributing and non-contributing features as applicable. Maps can be obtained from a variety of sources, and legible hand sketches may be included.

For questions contact:

Robert Fuhrman
Museum Director/Historic Preservationist
Dickinson Museum Center
188 Museum Drive East
Dickinson, North Dakota 58601

701-456-6225
robert.fuhrman@dickinsongov.com

FREQUENTLY ASKED QUESTIONS

How do I research my property? Where do I find historical resources to assist me with completing the nomination form?

The City's Historic Preservationist would be happy to meet with you and help you get started by familiarizing you with resources for Dickinson property research. (link to list of resources)

How long does it take to complete research and fill-out the nomination form?

Searching the standard property research resources for Dickinson might take up to four hours, more or less. If you have a detailed chain of title for your property or if your property is associated with a well-known historic individual, research may be somewhat easier to complete. That said, be aware that historical research can be addicting(!) – you may find yourself wanting to know more about your property and the people associated with it. Your completed nomination need not be excessively detailed but knowing more about your property than the nomination requires can certainly enhance your appreciation of it.

How detailed does the nomination narrative need to be?

Any given property's story (the narrative) will vary in length depending on the availability of documents related to the history of the property. When nominations are reviewed, the Historic Preservation Commission or the City's Historic Preservationist may provide suggestions to clarify the nomination's narrative. It is also the Commission's responsibility ensure that the information contained in all nominations is verifiable or that information based on unverifiable sources such as traditions and legends is clearly identified as such.

(We will insert links to 2 or 3 sample narratives associated with properties on the current roster of Local Landmarks in Dickinson)

Are there any restrictions placed on properties or structures when they are designated a Local Landmark?

Dickinson's Historic Preservation Ordinance (Article 2.45 of the Municipal Code of the City of Dickinson, North Dakota, Relating to the Historical Preservation Commission) does not impose restrictions on the use or modification of Local Landmark properties. Substantial changes to the property up to and including demolition may result in removal of said property from the Local Landmark roster.

Does inclusion on the roster of Dickinson Local Landmarks mean a property is also on the National Register of Historic Places?

No, the National Register of Historic Places is administered by the National Park Service and is a program not related to Dickinson's Local Landmark program.

(FAQ continued next page)

What happens after I submit my nomination form?

1. Your nomination form will be reviewed by the City's Historic Preservationist who may then contact you to discuss any additions or changes needed to finalize the nomination prior to submission to the Historic Preservation Commission.
2. Next, the Historic Preservation Commission reviews and discusses the nomination form; the Commission may request clarifications or revisions to the nomination which would be discussed with the applicant before final approval by the Commission. Attendance at the Historic Preservation Commission meeting for the review of your nomination is not mandatory but is encouraged.
3. After acceptance and approval by the Historic Preservation Commission the nomination will be submitted to the full City Commission with a recommendation to add the property to the City of Dickinson's roster of Local Landmarks. Attendance before the City Commission by the property owner is not required as part of this step but, of course, the public is welcome to attend all City Commission meetings.
4. If the City Commission votes to place your property on the roster of Local Landmarks the City's Historic Preservationist will order a Local Landmark plaque for your property and deliver it to you to discuss placement of the marker. Generally, it is desirable to affix the marker to the property's front façade (facing the street). There is no cost to the property owner for the marker, this is paid for by the Historic Preservation Commission.

Do you have a question not covered in our FAQ? Please feel free to submit your question by simply typing in the field below.

CITY of DICKINSON, ND
LOCAL LANDMARK PROGRAM
NOMINATION FORM

I. Name of Property

Current Name (The name the property is currently known under): **Twogood Investments Building (unofficial)**

Historic Name (if applicable): **McDonald Block**

Other Names (Any other names the property has been known under): **Baker Boy**

II. Location/Geographic Information

Address: **25 1st Avenue West**

City or town: **Dickinson** State: **ND** Zip Code: **58601**

Subdivision/Addition: **Original Plat/Dickinson, ND** Lot: **6** Block: **2**

Township: **139N** Range: **96W**

Quarter Section: **SW Section 3**

Square footage (structures)

Original Structure: **4472**

Addition #1(if applicable): **1404 (West-end addition)** Date (if known or mark 'circa'): **circa 1927-1963**

Addition: #2 (if applicable): **3312 (Connected to building to the North Formerly 29 1st Ave. West)** Date (if known or mark 'circa'): **unknown**

Acreage (if site): _____

III. Property Ownership

Present Owner(s) Name: **Twogood Investments, LLC**

Address: **2632 Post Drive**

City or town **Dickinson** State **ND** Zip Code **58601**

Phone number (H) _____ (W) (701) 290-9104 (C) _____

Email: **jared@GTArchitecture.com**

IV. Property Classification

Resource Classification: Structure **X** Multiple Structures _____ Site _____ Other_____

Private **X** Public ___ Federal ___ State ___ Local Municipality ___

V. Property Condition

Condition:

X Good – No obvious signs of structural failure, missing elements or material decay (missing/peeling finishes, rot, oxidation, missing mortar, cracked stone, brick or concrete, worn roofing, etc.)

___ Fair – Some signs of wear and tear but no obvious signs of missing elements, structural failure or significant material decay.

___ Deteriorated – Obvious signs of significant material decay, signs of possible structural failure (sagging or sinking of the structure, foundation cracks) or missing elements.

___ Ruins – Significant decay of structure/materials, missing elements, total or partial disrepair.

X Other – Please use the box below to describe the condition of your property/site if you feel the need to elaborate on its condition.

The first-floor façade on the building's east side has been covered since at least 1983; sometime thereafter the plate glass windows were removed and the entrance moved from its central location to the northern edge of the east façade. The new entrance is recessed. The front façade now presents two windows and a tan brick covering that extends from the McDonald Block to the front façade of the building that adjoins to the north. A vertical line of brick defines the top of the windows and doorway and a second end-on vertical line of brick demarks the top of the first story. The two center arched windows on the second floor have been in-filled with brick as well.

VI. Property Usage

Original Location? Yes **X** No ___ If No, Date of Move: _____

Historic Use: **First floor – Retail Drug Store, second floor - offices.**

Current Use: **First floor – 7 office spaces, two restrooms, 2 storage rooms, small workshop/garage SW corner); Second floor – 2 apartments; Basement – 13 storage units and open space.**

VII. Construction

Year of Construction: **Completed April 1905**

Original Owner: Welton McDonald

Architectural Style: Early 20th Century Commercial

Architect: A.L. Flegel, Racine, Wisconsin

Builder/General Contractor: **Walton & Davis (general), Senour & Langley (heating plant)**

Architectural/Site Description: Please describe the architecture in the case of structure(s) including any alterations. In the case of a site please include significant foliage/plantings, structural remainders and any significant traces of human activity (firepits, excavations, etc.) in your description.

This structure fits the general "Early Twentieth Century Commercial" style prevalent c.1900-1930.

Façade: Generally, the brick pattern on the McDonald Block's east/front facade is a *running bond* that is presented in several ways – flat areas, corbelling, pilasters, parapets, cornices, multi-course semicircular brick window arches and raised geometric shapes (including rectangular 4 course runs, 1.5 bricks per run, just below the 8 course main corbelling which runs between the pilasters and a repeat of the raised, 1.5 brick wide rectangular 4 course runs laid out in herringbone pattern under the second story windows).

The southern façade of the building faces the alley and thus is totally exposed to viewers. Acknowledging this, the design incorporates complimentary brick patterns such as recessed brick panels just below the cornice of the parapet wall and single-brick wide corbels running along to the end of the second-floor structure. Jack arches are evident in several now-filled window and door openings on this facade

Note – 32 1st Avenue West (east side of street) is virtually a 'twin' to the subject of this nomination whose design is also out of the Flegel architectural firm. Known originally as the Moir Block, 32 1st Avenue West is now part of Frontier Lodge #27, International Order of Odd Fellows, and is also designated a local landmark (Lots 20 & 21, Block 3, original Plat of Dickinson).

Ownership of Lot 6, Block 2, Original Plat of Dickinson, ND

1882 – Original Plat of Dickinson recorded

1887 – Northern Pacific Railroad Co. sells Lot 6, Block 2 to Hiram R. Lyon, $200 (Abstract of Title)

1887 – Hiram R. Lyon sells Lot 6, Block 2 to Loomis D. Kidder, $300 (Abstract)

1900 – L.D. Kidder sells Lot 6, Block 2 to A. L. Ayers, $800 (Abstract & *Dickinson Press*, 3/10/1900)

1904 – M.L. Ayers sells Lot 6, Block 2 to Welton McDonald, $2500 (Abstract & *Dickinson Press* 9/17/1904)

1922 – Welton McDonald sells Lot 6, Block 2 to Nellie McDonald, $10.00 (Abstract)

1943 – Nellie McDonald sells Lot 6, Block 2 to Paul M. Breene, $1.00 (Abstract) Breene established the Bon Ton Bakery in the McDonald Block in the mid-1940s; c.1954 the Morsel Bakery is listed in McDonald Block; Morsel Bakery bought operation by Marvin & Lorraine Moos, founders of Baker Boy Bakery

1963 – Paul M. Breene sells Lot 6, Block 2 to Marvin Moss & Albert Helgeson, $50,000 (Abstract) Baker Boy Bake Shop listed in McDonald Block in 1966 Dickinson City Telephone Directory

1967 – Moss & Helgeson sells Lot 6, Block 2 to Baker Boy Bake Shop, Inc. (Abstract)

1978 – Baker Boy Bake Shop, Inc. sells Lot 5 & 6, Block 2 to Fred & A, Mayling Valder, $150,000 (Abstract) 1979 Fred's Bakery Boy listed in McDonald Block; 1981 Fred's Bakery Boy and The Lunch Box listed in building (Dickinson City Directories

1985 Baker Boy to Henry Schank, 1987 Steve & Hulsing CPA, John G. Kinnard Investment Securities, Nurse Corps Home Health Care and Kappel Barbers (basement) listed at McDonald Block address.

1990 Henry & Angeline Schank Trust created (Abstract)

1999 Schank Trust to TCB Rentals (Terry Keithley and DeLayne Dvorak) (Abstract)

2001 TCB Rentals to Terry & Michele Keithley (Abstract)

2019 Tescher Investments, LLC to Jared and Sara Twogood (Jared Twogood)

2021 Transferred to Twogood Investments, LLC

VIII. Significance

In order to designate a structure or site as a Local Landmark, it should be at least 50 years old and should retain historic or architectural integrity*. In addition, at least one of the criteria listed below must apply to the subject of the nomination. While any of the illustrative examples for the criteria are based on widely known structures/sites, please understand that this is a ***Local Landmark*** nomination and that these criteria should be thought of in terms of the history of Dickinson and the surrounding region – for instance, a building designed by a well-respected or notable regional architect could be nominated as representing the work of a 'master.' Please check all criteria that apply:

X The structure/building or site possesses special historic, architectural, cultural, political, social or archaeological significance in its local setting or context.

___ It represents distinctive characteristics of a type, period, type of construction, or use of materials. Examples – Round or Octagon barns, earthen/stone buildings built by Germans from Russia immigrants.

___ It represents the work of a craftsman, master designer, architect or builder who is locally, regionally, or nationally recognized. Example – a building designed by Frank Lloyd Wright.

___ It is associated with or is the location of a significant local, state or national event.
Example – First free public library in North Dakota established in Grafton, 1897.

X It is associated with the lives of (a) person(s) who have made significant historical contributions on a local, state, or national level. Example – George Washington's Mount Vernon home.

___ It has yielded or may yield important archaeological, environmental, or geographical information that enriches our understanding of history. Example – Lynch Quarry Site, North Dakota.

___ It is significant as the only or one of a few remaining example(s) of an architectural style or use, or it represents historical or cultural lifestyle of the past. Example – Shaker Village of Pleasant Hill, Kentucky.

___ It has a unique location, natural setting, or physical characteristics that establish it as a familiar or recognizable visual feature to the area. Example – Fallingwater, Mill Run, Pennsylvania.

___ It is associated with an antiquated use resulting from technological or social change. Example – Oscar-Zero Missile Alert Facility, Cooperstown, North Dakota.

___ It is a monument, birthplace, cemetery or grave of a historic person or people representing a particular time or event in history or culture. Example – Theodore Roosevelt Birthplace, New York, New York.

___ It has already been designated on the National Register of Historic Places or the State Register of Historic Properties. Example – Stark County Courthouse (listed as Local Landmark in 2009).

*Historic or Architectural Integrity – refers to "the ability of the property to convey its significance." See *Seven Aspects of Integrity* - https://www.crt.state.la.us/Assets/OCD/hp/nationalregister/nationalregistry101/101_-_Seven_Aspects_of_Integrity.pdf

IX. Statement of Historical Significance

Include significant dates, persons, areas, and periods; use continuation sheet if needed.

The McDonald Block is a significant local landmark in that it is an integral component of the development of Dickinson's central business district in terms of the early steps taken to expand and modernize the CBD beyond Villard Street. The incorporation of Dickinson as a city in 1900 gave rise to several ordinances aimed at protecting the city and fostering development.

Ordinance #6 defined the City's 'Fire Limits' as the entirety of blocks 1 through 6 of the original Town Plat, Block 1 bordered on the west by 3rd Avenue West (originally Cross Street) and on the south by Villard, the numerical order of the blocks running west to east with Block 6 bordered by 3rd Avenue East (Taylor Street) on its eastern edge. Along with these 6 blocks the area around the Northern Pacific Railway's right-of-way (basically the

main line and the depot/roundhouse area) was also designated as being within the City's Fire Limits.

Ordinance #9 placed limitations on wooden buildings within the Fire Limits – banning the construction of new or enlargement of existing wooden structures within those limits. The progress of new construction replacing old wooden buildings is well documented in the McDonald Block neighborhood, an area of 1st Avenue West (Barnes Street) bounded on the north by West 1st Street (Oakes Street) and on the south by the east-west alley.

Some of the earliest brick buildings in Dickinson were built before 1900 on Villard Street, but new and replacement construction featuring brick business blocks was most robust in the McDonald Block neighborhood, 1900-1915:

Moir Block	**1902**
McDonald Block	**1905**
Odd Fellows Block	**1905**
McGinley Block	**1907**
Thompson Block	**1907**
Oukrop/Simpson Block	**1908**
German Bohemian Bank	**1915**

By 1915 seven of the twelve lots in the McDonald Block neighborhood contained brick business blocks, making this the densest concentration of modern brick buildings in Dickinson not located on Villard at that time.

X. Bibliography and Sources of Information

The Improvement Bulletin, November 12, 1904, page 20. Identifies A.L. Flegel as architect.

Dickinson Press, 3/24 and 8/4/1900.

Dickinson Press 9/17, 9/24/ 10/29, and 12/31/1904.

Dickinson Press 1/21, 2/25, 3/11, 4/15, 5/20, and 9/9/1905.

Dickinson Press 6/6 and 12/19/1908.

Abstract of Title for Lot 6, Block 2, Original Plat of Dickinson, ND

North Dakota Cultural Resource Survey Site Form, 32-SK00259, April 1983.

"Who Let the Cat Out? Down a Rabbit Hole...an Early Dickinson Drug Store & Alaskan Gold", by Robert Fuhrman. Heart River Voice, Vol. 6, No. 1, January 2024.

Various Dickinson, ND telephone directories and city directories.

XI. Nomination Prepared By:

Name: **Robert Fuhrman**

Address: **188 Museum Drive E**

City or town: **Dickinson** State: **ND** Zip:**58601**

Phone number (W) **(701) 260-7702**

Email: **robert.fuhrman@dickinsongov.com**

XII. Owner Consent (must be notarized)

I, **Jared Twogood**, certify that I am the:
X sole owner
___ partial owner of the property located at:

Address: 25 1ST AVE WEST

City or town: DICKINSON State: ND Zip 58601

and I hereby give my written consent and approval for this property's nomination as a Dickinson Historic Landmark and to the release and disclosure of the information contained in the Nomination Form to the public.

Jared Twogood
Signature

11/20/24
Date

Subscribed and sworn to before me, in my presence, this 20th Day of November, 2024

A Notary Public in and for the county and state of: North Dakota

Rita Binstock
Notary Public Signature

RITA BINSTOCK
Notary Public
State of North Dakota
My Commission Expires February 04, 2028

RESOLUTION NO. - 2024

A RESOLUTION PROVIDING FOR OFFICIAL RECOGNITION OF DICKINSON CITY LOCAL LANDMARKS

WHEREAS, the City of Dickinson, through the City Commission, approved on April 21, 2008, a Local Landmark Program to encourage property owners to participate in a historic building recognition program to allow local buildings and sites to be recognized as having local significance without the need to meet the requirements of the National Historic Register; and

WHEREAS, the City of Dickinson recognizes the need to continue to encourage the recognition and preservation of significant historic properties within the City; and

WHEREAS the Historic Preservation Commission has accepted, reviewed and approved the nomination of the structure located at 25 1st Avenue West as a Dickinson Local Landmark.

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners hereby approves the recommendation of the Historic Preservation Commission and recognizes the local historic significance of the following property located in the City of Dickinson:

McDonald Block

IT SHALL BE FURTHER RESOLVED by the Board of City Commissioners hereby designates the aforementioned property as a Dickinson Local Landmark.

IT SHALL BE FURTHER RESOLVED that this resolution shall take effect immediately upon the adoption hereof.

Dated this 17th day of December, 2024.

_____
Scott Decker, President
Board of City Commissioners

ATTEST:

_____
Dustin Dassinger
Dickinson City Administrator

Natalie Birchak

2641 Dakota Blvd
Dickinson ND, 58601

nbirchtree@gmail.com
(614) 747-3526

SUMMARY STATEMENT

Responsible, motivated, and collaborative professional looking to join the Historic Preservation Commission.

EXPERIENCE

City of Dickinson — Dickinson, ND
City Planner — August 2024 - Present

- Responsible for learning and applying the City Municipal Code to applications
- Present development applications in front of the Planning & Zoning and City Commissions
- Responsible for answering questions from the general public about planning and development

Sundowner Aviation/Fairfield County Airport — Lancaster, OH
Line Technician — June 2023 - May 2024

- Responsible for fueling visiting planes and jets according to ATA specifications 103
- Manage flight schedules for students and aircraft and proctor written tests

City of Delaware Planning Department — Delaware, OH
Summer Intern — May - August 2022

- Reviewed housing permits according to city codes and worked with the code enforcement team
- Attended public forums, discussing future developments with the general public

EDUCATION

The Ohio State University — Graduated May 2024

- Major/Minor: City and Regional Planning with a minor in Aviation
- GPA: 3.728, Magna Cum Laude
- Clubs and Activities:
  - 8th Floor Improv: Served as Business Director, in charge of planning travel shows
  - Shades Club: Helped raise awareness as an ally about the LGBT people of color's experiences

VOLUNTEER WORK AND EXTRACURRICULARS

Nationwide Volunteering

- Traveled to all 50 states in US, incorporating a volunteer activity within each trip itinerary
  - Tulsa, OK/Manchester, NH – food bank
  - Anchorage, AK – animal shelter
  - Lincoln, NE – Habitat for Humanity Re-Store
  - Etc.

SKILLS AND SOFTWARE

AutoCAD, GIS, Microsoft Office (Excel, Word, PowerPoint, Outlook)

Memo

To: City Commissioners

From: Robert Fuhrman, Dickinson Historic Preservationist

Date: 12/17/2024

Re: Historic Preservation Commission nominee

HPS Candidate Natalie Birchak

Mr. President, Commissioners, I am pleased to appear before you today to ask you to consider giving your approval to the nomination of Natalie Birchak to the Dickinson Historic Preservation Commission. As you will recall, one of the responsibilities of a Certified Local Government is that we "maintain a qualified historic preservation commission" whose members preferably possess professional qualifications in history, architectural history, archeology, anthropology, curation, planning, landscape architecture or related fields or who have a personal interest in historic preservation.

In addition to an interest and willingness to serve, the education and experience of this candidate demonstrates their professional qualifications for a seat on the Historic Preservation Commission; also, Natalie has been preliminarily approved by the North Dakota State Historic Preservation Office for service on our Commission.

The candidate's resume is on file with the Historic Preservation Commission, and, as a City Employee, Natalie is known to this Commission, but please allow me to provide a brief introduction to Natalie Birchak for the benefit of the people we serve:

Natalie possesses a Bachelor of Science in City and Regional Planning from The Ohio State University with a minor in Aviation, graduating Magna Cum Laude in May of 2024.

In addition to her degree, Natalie is an EPA certified Class C Fuel Operator and has worked as an airport Line Technician. She is also a licensed pilot and is pursuing an Instrument Rating. Lastly, since shortly after arriving in Dickinson, Natalie has also taken it upon herself to attend Historic Preservation Commission meetings in order to learn more about our community and its historic resources.

At this time the Dickinson Historic Preservation Commission asks the Dickinson City Commission that Natalie Birchak be considered for membership on the Historic Preservation Commission, to begin an initial three-year term at the Commission's January meeting.

Thank you,

Robert Fuhrman

Director, Dickinson Museum Center
Dickinson City Historic Preservationist

STATE HISTORICAL SOCIETY OF NORTH DAKOTA

HISTORY FOR everyone.

December 6, 2024

Robert Fuhrman
Dickinson Museum Center
Dickinson HPC Coordinator
188 Museum Drive East
Dickinson, ND 58601

RE: Approval of proposed candidates for addition to the Dickinson Historic Preservation Commission in accordance with the Certified Local Government Certification Manual

Dear Bob,

Thank you for the information on the appointment of a new member to the Dickinson Historic Preservation Commission. After reviewing the information submitted regarding Natalie Birchak we find that she meets the qualifications as a non-professional member. Her knowledge of city planning and interest in historic preservation will be an asset to the Commission. Please receive this letter of our approval of the appointment.

On behalf of the State Historical Society of North Dakota please welcome Ms. Birchak to the CLG program, we look forward to working with her in the future.

Best,

Amy Munson

Amy Munson
Grants & Contracts Officer
State CLG Coordinator

Jotform

Citizen Interest

Name	Natalie Birchak
Home Phone	(614) 747-3526
Cell Phone	(614) 747-3526
Address	2641 Dakota Blvd, Apt. 207, Dickinson, North Dakota, 58601
Email	natalie.birchak@dickinsongov.com
Phone Number	(614) 747-3526
Primary Board you are interested in:	Historic Preservation Commission
Resume/Biography Upload	Natalie Birchak Resume.docx
	I am Interested in serving because:
Interest/Recommendation:	As a planner, I'm interested in preserving historically significant buildings and styles in the City of Dickinson.
Signature	
Date	11-18-2024

You can edit this submission and view all your submissions easily.

CITY OF Dickinson North Dakota

ADMINISTRATION

December 17, 2024

We are requesting a change to Chapter 29, Equal Employment Opportunity and Harassment Policy, section 29.08.04040(1)-(2). City Commission requested that we have an employment lawyer review our harassment policy and make recommendations to update this policy. These changes are crucial to ensure the policy remains relevant to current legal standards and clearly communicates expectations to employees. Civil Service has reviewed and approved these changes. City Staff recommends approval.

HR Director Nameniuk

ORDINANCE NO. 2024

AN ORDINANCE AMENDING AND RE-ENACTING SECTION 29.08.04040(1)-(2) OF THE CITY CODE OF THE CITY OF DICKINSON, NORTH DAKOTA, RELATING THE CITY'S HARRASSMENT POLICIES

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

Section 1: Section 29.08.04040 of the City Code of the City of Dickinson is hereby amended and re-enacted as follows:

Section 29.08.04040 General Provisions

1. Equal Employment Opportunity

The City of Dickinson is an equal opportunity employer and complies with all applicable federal, state, and local fair employment practices laws. ~~It is the policy of t~~The City of Dickinson strictly prohibits and does not tolerate discrimination against employees, applicants, or any other covered individuals because of ~~ to recruit, hire, train, promote, discipline and discharge all applicants and employees equally and without regard to~~ race, religion, creed, color, national origin or ancestry, sex (including gender, pregnancy, and sexual orientation), age, disability, political affiliation, genetic information, marital status, ~~or~~past, current, or prospective military service, ~~veteran status~~ participation in lawful off-duty conduct off the employer's premises which is not in direct conflict with the employer's essential business interest, ~~,~~ or any other basis prohibited by ~~state or~~ federal, state, or local law. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, training, promotion, discipline, compensation, benefits, and termination of employment.

Violations of this policy by any municipal employee may be cause for immediate disciplinary action, up to and including termination of employment. Any employee who feels they have~~he/she has~~ been discriminated against should bring this concern to ~~his/her~~their supervisor or higher authority according to the appeals procedure specified in Section 29.08.04.140 of this manual.

2. ~~Sexual and Other~~ Anti-Harassment Policy

The City of Dickinson is committed to providing a work environment that is free from discrimination and harassment. To maintain this commitment, the municipality will not tolerate any form of unlawful harassment~~, including sexual harassment~~ against employees or any other covered individuals because of race, religion, creed, color, national origin or ancestry, sex (including gender, pregnancy, and sexual orientation), age, disability, political affiliation, genetic information, marital status, past, current, or prospective military service, participation in lawful off-duty conduct off the employer's premises which is not in direct conflict with the employer's essential business interest, or any other basis prohibited by federal, state, or local law. ~~.~~

2.1 Statement of No Tolerance

~~Sexual or any other form of h~~Harassment based on any protected characteristic in the work~~-~~place is prohibited by ~~F~~federal~~, and~~ ~~S~~state, and local law, whether committed by supervisory or non-supervisory employees, and will not be tolerated. Retaliation or intimidation directed toward an individual who complains about harassment in good faith or who participates in an investigation into a harassment allegation ~~complaining party or a witness in an investigation~~ is also prohibited by law. Such misconduct ~~and~~ will not be tolerated by the City~~–~~ under any circumstances and is grounds for disciplinary action, up to and including termination of employment. The City will endeavor to take prompt remedial measures to immediately take appropriate action to address harassment allegations.~~ end the offending action.~~

2.2 Harassment by Non-Employees

The City will address and attempt to eliminate unlawful ~~sexual or any other form o f~~ harassment based on a protected characteristic of or by ~~any~~ non-employees, such as customers or~~,~~ visitors~~, or others~~, including by referring ~~the referral of appropriate~~ matters to ~~the appropriate~~ law enforcement authority when appropriate.

2.3 Employment Protections to Complaining Party

The City strictly prohibits retaliation against an individual who, in good faith, reports unlawful harassment or participates in an investigation of harassment. This policy extends to all ~~A true complaint of sexual or any other form of harassment will not have any bearing on the~~ terms and conditions of employment~~, of the complaining party,~~ including, but not limited to, wages, advancement, evaluations, assigned duties, shift assignments, and career development.

2.4 Definition of Behavior Constituting Sexual Harassment

The City prohibits harassment of employees and other covered persons based on an individual's sex (including pregnancy, sexual orientation, and gender), regardless of the harasser's sex or gender.

Sexual harassment means any harassment based on someone's sex or gender. It includes harassment that is not sexual in nature (for example, offensive remarks about an individual's sex or gender), as well as any unwelcome sexual advances or requests for sexual favors or any other conduct of a sexual nature, when any of the following is true:~~Under this policy, sexual harassment is defined as behavior of a sexual nature which is unwelcome and personally offensive to its recipient. It is a form of employee misconduct which is demeaning to another person and undermines the integrity of the employment relationship.~~

~~Sexual Harassment is specifically defined as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when:~~

2.4.1 ~~By threat or insinuation, either explicitly or implicitly, an employee's refusal to submit to sexual advances or refusal to tolerate or participate in unwanted conduct or communication of a sexual nature will adversely affect the employee's~~Submission to the advance, request, or conduct is either explicitly or implicitly made a term or condition of employment ~~terms and conditions of employment~~, including, but not limited to, as it relates to wages, advancement, evaluation, assigned duties, shift assignment, and career development.

~~2.4.1~~2.4.2 Submission to or rejection of the advance, request, or conduct is used as a basis for employment decisions.

~~2.4.2~~2.4.3 Such advances, requests, or ~~Any~~ conduct ~~or communication of a sexual nature that~~ h~~as~~ave the purpose or effect of substantially interfering with work performance by ~~or of~~ creating a hostile, intimidating, or offensive employment environment that may be considered offensive to another employee, including, but not limited to:

- repeated sexual flirtations, advances, or propositions;
- continual or repeated verbal abuse of a sexual nature;
- foul language;
- unwanted physical contact;
- graphic verbal commentaries about an individual's body or manner;
- sexually degrading words used to describe the individual;
- the display of sexually explicit pictures, cartoons, or other materials.

2.5 Definition of Other Harassment

The City's Anti-Harassment Policy applies equally to harassment based on other protected characteristics, such as race, religion, creed, national origin, ancestry, age, physical or mental disability, citizenship, genetic information, military service, or any other characteristic protected under federal, state, or local law.

Such harassment often takes a similar form to sexual harassment and includes harassment that is (a) verbal (e.g., epithets, slurs, derogatory comments, or jokes, (b) physical (e.g., assault or inappropriate contact), and (c) visual (e.g., derogatory drawings or gestures). These examples are illustrative only and not exhaustive. No form of harassment will be tolerated.

~~Under this policy, other harassment in defined as behavior of a nature, which is unwelcome and personally offensive to its recipient. It is a form of employee misconduct, which is demeaning to another person and undermines the integrity of~~

~~the employment relationship. Other Harassment includes action(s) by another person which in the opinion of the employee violate his/her personal rights. This includes one person bullying another person or persons through actions which demean the other employee through repeated use of demands, language, threats to control the other person's behavior or attitude.~~

2.6 Method of Filing a Complaint

Any employee who believes ~~feels he/she has~~they have been subjected to or witnessed conduct that violates this Anti-Harassment Policy must ~~sexually harassed or that his/her personal rights have been violated through some other form of harassment, should~~ immediately report the matter to one of the following in order of preference: the City Attorney; the Human Resource Coordinator; the City Administrator; or to a Department Head. Any Supervisor, who becomes aware directly or indirectly, of a potential harassment issue ~~will~~must immediately contact the City Attorney, the Human Resource Coordinator, or the City Administrator, who will initiate an investigation. A Supervisor's failure to timely report ~~The obligation to report the~~ potential harassment issue may result in discipline, up to and including termination of employment. The reporting obligation is absolute and not discretionary.

If the City Administrator is the offending party, the exempt employee should immediately notify the president of the City Commission, who will assign a qualified investigator(s) to perform an investigation.

2.7 Complaint Investigation Process

Upon becoming aware of ~~a situation of possible sexual or any other form~~ potentially unlawful~~of~~ harassment, the City Attorney and the City Administrator, or a designee, will assign a qualified investigator(s) to perform an investigation. The person or persons tasked with investigating the complaint will make a thorough and impartial investigation of the complaint, which will include the following:

- Interview of Complaining Party
- Interview of Offending Party
- Interview of Other Parties as necessary

All employees must cooperate with any such investigation. If the person or persons tasked with investigating the complaint finds through investigation that the complaint has grounds, the City Administrator will decide the appropriate disciplinary action for the offending party, keeping in mind the serious nature of this type of offense and will detail the findings of the investigation and outcome in a written notice, which will include the investigator's report. The City will maintain confidentiality in the investigative process to the extent possible without jeopardizing the effectiveness of the investigation and in compliance with open records laws.

2.8 Process If the City Administrator is the Offending Party

If the City Administrator is the offending party, the appropriate qualified investigator will turn his/her findings over to the President of the City Commission. It will be the City Commission's responsibility to take appropriate actions.

If at any time criminal charges may become applicable, the appropriate law enforcement authority will take the lead in the investigation.

2.9 Rights of Offending Party

The person about whom any sexual or any other harassment complaint has been filed will receive notice and an opportunity to appeal as described in Section 29.08.04.120 of this manual.

2.10 Violence Prevention

The City endeavors to provide a safe workplace for all employees. To ensure a safe workplace and to reduce the risk of violence, all employees should review and understand all provisions of this workplace violence policy.

2.10.1 Prohibited Conduct

We do not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities. This list of behaviors provides examples of conduct that is prohibited:

- Causing physical injury to another person.
- Making threatening remarks.
- Displaying aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress.
- Intentionally damaging employer property or property of another employee.
- Possessing an unauthorized weapon while on City property or while on City business.
- Committing acts motivated by, or related to, sexual harassment or domestic violence.

2.10.2 Reporting Violent Situations

Any potentially dangerous situations must be immediately reported to a supervisor or the human resource (HR) department. Reports can be made anonymously, and all reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately, and information will be disclosed to others only on a need-to-know basis. All parties involved in a situation will be counseled, and the results of investigations will be discussed with them. The City will actively intervene at any indication of a possibly hostile or violent situation.

2.10.3 Risk Reduction Measures

Hiring

The City takes reasonable measures to conduct background investigations to review candidates' backgrounds and to reduce the risk of hiring individuals with a history of violent behavior.

Inspection The City may conduct periodic inspections of the premises to evaluate and determine any vulnerabilities to workplace violence or hazards and will endeavor to take corrective action to reduce known risks.

Individual Situations

Although we do not expect all employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform the HR department if any employee exhibits behavior that could be a sign of a potentially dangerous situation. Such behavior includes:

- Discussing weapons in a threatening way, or bringing them to the workplace (exceptions for public safety or other authorized personnel in the course of their official duties).
- Displaying overt signs of extreme stress, resentment, hostility or anger.
- Making threatening remarks.
- Showing sudden or significant deterioration of performance.
- Displaying irrational or inappropriate behavior.

Threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts will be subject to disciplinary action, up to and including termination. Non-employees engaged in violent acts on the employer's premises will be reported to the proper authorities and fully prosecuted.

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:

Second Reading:
Final Passage:

ORDINANCE NO. 2024

AN ORDINANCE AMENDING AND RE-ENACTING SECTION 29.08.04040(1)-(2) OF THE CITY CODE OF THE CITY OF DICKINSON, NORTH DAKOTA, RELATING THE CITY'S HARRASSMENT POLICIES

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

Section 1: Section 29.08.04040 of the City Code of the City of Dickinson is hereby amended and re-enacted as follows:

Section 29.08.04040 General Provisions

1. Equal Employment Opportunity

The City of Dickinson is an equal opportunity employer and complies with all applicable federal, state, and local fair employment practices laws. The City of Dickinson strictly prohibits and does not tolerate discrimination against employees, applicants, or any other covered individuals because of race, religion, creed, color, national origin or ancestry, sex (including gender, pregnancy, and sexual orientation), age, disability, political affiliation, genetic information, marital status, past, current, or prospective military service, participation in lawful off-duty conduct off the employer's premises which is not in direct conflict with the employer's essential business interest, or any other basis prohibited by federal, state, or local law. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, training, promotion, discipline, compensation, benefits, and termination of employment.

Violations of this policy by any municipal employee may be cause for immediate disciplinary action, up to and including termination of employment. Any employee who feels they have been discriminated against should bring this concern to their supervisor or higher authority according to the appeals procedure specified in Section 29.08.04.140 of this manual.

2. Anti-Harassment Policy

The City of Dickinson is committed to providing a work environment that is free from discrimination and harassment. To maintain this commitment, the municipality will not tolerate any form of unlawful harassment against employees or any other covered individuals because of race, religion, creed, color, national origin or ancestry, sex (including gender, pregnancy, and sexual orientation), age, disability, political affiliation, genetic information, marital status, past, current, or prospective military service, participation in lawful off-duty conduct off the employer's premises which is not in direct conflict with the employer's essential business interest, or any other basis prohibited by federal, state, or local law.

2.1 Statement of No Tolerance

Harassment based on any protected characteristic in the workplace is prohibited by federal, state, and local law, whether committed by supervisory or non-supervisory employees, and will not be tolerated. Retaliation or intimidation directed toward an individual who complains about harassment in good faith or who participates in an investigation into a harassment allegation is also prohibited by law. Such misconduct will not be tolerated by the City under any circumstances and is grounds for disciplinary action, up to and including termination of employment. The City will endeavor to take prompt remedial measures to immediately take appropriate action to address harassment allegations.

2.2 Harassment by Non-Employees

The City will address and attempt to eliminate unlawful harassment based on a protected characteristic of or by non-employees, such as customers or visitors, including by referring matters to law enforcement authority when appropriate.

2.3 Employment Protections to Complaining Party

The City strictly prohibits retaliation against an individual who, in good faith, reports unlawful harassment or participates in an investigation of harassment. This policy extends to all terms and conditions of employment, including, but not limited to, wages, advancement, evaluations, assigned duties, shift assignments, and career development.

2.4 Definition of Behavior Constituting Sexual Harassment

The City prohibits harassment of employees and other covered persons based on an individual's sex (including pregnancy, sexual orientation, and gender), regardless of the harasser's sex or gender.

Sexual harassment means any harassment based on someone's sex or gender. It includes harassment that is not sexual in nature (for example, offensive remarks about an individual's sex or gender), as well as any unwelcome sexual advances or requests for sexual favors or any other conduct of a sexual nature, when any of the following is true:

2.4.1 Submission to the advance, request, or conduct is either explicitly or implicitly made a term or condition of employment , including, but not limited to, as it relates to wages, advancement, evaluation, assigned duties, shift assignment, and career development.

2.4.2 Submission to or rejection of the advance, request, or conduct is used as a basis for employment decisions.

2.4.3 Such advances, requests, or conduct have the purpose or effect of substantially interfering with work performance by creating a hostile, intimidating, or offensive employment environment that may be considered offensive to another employee, including, but not limited to:

- repeated sexual flirtations, advances, or propositions;
- continual or repeated verbal abuse of a sexual nature;
- foul language;
- unwanted physical contact;
- graphic verbal commentaries about an individual's body or manner;
- sexually degrading words used to describe the individual;
- the display of sexually explicit pictures, cartoons, or other materials.

2.5 Definition of Other Harassment

The City's Anti-Harassment Policy applies equally to harassment based on other protected characteristics, such as race, religion, creed, national origin, ancestry, age, physical or mental disability, citizenship, genetic information, military service, or any other characteristic protected under federal, state, or local law.

Such harassment often takes a similar form to sexual harassment and includes harassment that is (a) verbal (e.g., epithets, slurs, derogatory comments, or jokes, (b) physical (e.g., assault or inappropriate contact), and (c) visual (e.g., derogatory drawings or gestures). These examples are illustrative only and not exhaustive. No form of harassment will be tolerated.

2.6 Method of Filing a Complaint

Any employee who believes they have been subjected to or witnessed conduct that violates this Anti-Harassment Policy must immediately report the matter to one of the following in order of preference: the City Attorney; the Human Resource Coordinator; the City Administrator; or to a Department Head. Any Supervisor, who becomes aware directly or indirectly, of a potential harassment issue must immediately contact the City Attorney, the Human Resource Coordinator, or the City Administrator, who will initiate an investigation. A Supervisor's failure to timely report potential harassment issue may result in discipline, up to and including termination of employment. The reporting obligation is absolute and not discretionary.

If the City Administrator is the offending party, the exempt employee should immediately notify the president of the City Commission, who will assign a qualified investigator(s) to perform an investigation.

2.7 Complaint Investigation Process

Upon becoming aware of potentially unlawful harassment, the City Attorney and the City Administrator, or a designee, will assign a qualified investigator(s) to

perform an investigation. The person or persons tasked with investigating the complaint will make a thorough and impartial investigation of the complaint, which will include the following:

- Interview of Complaining Party
- Interview of Offending Party
- Interview of Other Parties as necessary

All employees must cooperate with any such investigation. If the person or persons tasked with investigating the complaint finds through investigation that the complaint has grounds, the City Administrator will decide the appropriate disciplinary action for the offending party, keeping in mind the serious nature of this type of offense and will detail the findings of the investigation and outcome in a written notice, which will include the investigator's report. The City will maintain confidentiality in the investigative process to the extent possible without jeopardizing the effectiveness of the investigation and in compliance with open records laws.

2.8 Process If the City Administrator is the Offending Party

If the City Administrator is the offending party, the appropriate qualified investigator will turn his/her findings over to the President of the City Commission. It will be the City Commission's responsibility to take appropriate actions.

If at any time criminal charges may become applicable, the appropriate law enforcement authority will take the lead in the investigation.

2.9 Rights of Offending Party

The person about whom any sexual or any other harassment complaint has been filed will receive notice and an opportunity to appeal as described in Section 29.08.04.120 of this manual.

2.10 Violence Prevention

The City endeavors to provide a safe workplace for all employees. To ensure a safe workplace and to reduce the risk of violence, all employees should review and understand all provisions of this workplace violence policy.

2.10.1 Prohibited Conduct

We do not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities. This list of behaviors provides examples of conduct that is prohibited:

- Causing physical injury to another person.
- Making threatening remarks.
- Displaying aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress.

- Intentionally damaging employer property or property of another employee.
- Possessing an unauthorized weapon while on City property or while on City business.
- Committing acts motivated by, or related to, sexual harassment or domestic violence.

2.10.2 Reporting Violent Situations

Any potentially dangerous situations must be immediately reported to a supervisor or the human resource (HR) department. Reports can be made anonymously, and all reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately, and information will be disclosed to others only on a need-to-know basis. All parties involved in a situation will be counseled, and the results of investigations will be discussed with them. The City will actively intervene at any indication of a possibly hostile or violent situation.

2.10.3 Risk Reduction Measures

Hiring

The City takes reasonable measures to conduct background investigations to review candidates' backgrounds and to reduce the risk of hiring individuals with a history of violent behavior.

Inspection The City may conduct periodic inspections of the premises to evaluate and determine any vulnerabilities to workplace violence or hazards and will endeavor to take corrective action to reduce known risks.

Individual Situations

Although we do not expect all employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform the HR department if any employee exhibits behavior that could be a sign of a potentially dangerous situation. Such behavior includes:

- Discussing weapons in a threatening way, or bringing them to the workplace (exceptions for public safety or other authorized personnel in the course of their official duties).
- Displaying overt signs of extreme stress, resentment, hostility or anger.
- Making threatening remarks.
- Showing sudden or significant deterioration of performance.
- Displaying irrational or inappropriate behavior.

Threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts will be subject to disciplinary action, up to and including termination. Non-employees engaged in violent acts on the employer's premises will be reported to the proper authorities and fully prosecuted.

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:
Second Reading:
Final Passage:

CITY OF Dickinson North Dakota | ADMINISTRATION

December 17, 2024

We made one change to our current Flexible Spending Account plan document to require the employee cards to be shut off if they are requiring substantiation of more than 110 days. Because of that change, we were required to create a new Plan Document. Everything else has stayed the same and was verified against our prior plan document and reviewed by Attorney Wenko. City staff recommends approval and requests the Mayor signature for the attached FSA documents for plan year 2025.

HR Director Nameniuk

CITY OF DICKINSON
FLEXIBLE BENEFITS PLAN

AND ALL SUPPORTING FORMS HAVE BEEN PRODUCED FOR

HEALTHEQUITY INC

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CITY OF DICKINSON
FLEXIBLE BENEFITS PLAN

NOTE: THIS DOCUMENT SHOULD BE REVIEWED AND APPROVED BY THE EMPLOYER'S LEGAL COUNSEL PRIOR TO BEING ADOPTED (SIGNED AND IMPLEMENTED). ANY CHANGES SUGGESTED DURING THAT REVIEW ARE THE RESPONSIBILITY OF THE EMPLOYER.

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CITY OF DICKINSON
FLEXIBLE BENEFITS PLAN

INTRODUCTION

The Employer has amended this Plan effective January 1, 2025, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This Plan is a restatement of a Plan which was originally effective on January 1, 2024. The Plan shall be known as City of Dickinson Flexible Benefits Plan (the "Plan").

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

ARTICLE I
DEFINITIONS

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

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

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

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

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

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

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

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

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

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

1.8 **"Effective Date"** means January 1, 2024.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.21 **"Plan Year"** means the 12-month period beginning January 1 and ending December 31. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

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

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

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

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

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

ARTICLE II
PARTICIPATION

2.1 ELIGIBILITY

Any Eligible Employee shall be eligible to participate hereunder as of his date of employment (or the Effective Date of the Plan, if later). However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

2.2 EFFECTIVE DATE OF PARTICIPATION

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

2.3 APPLICATION TO PARTICIPATE

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

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

2.4 TERMINATION OF PARTICIPATION

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

(a) **Termination of employment.** The Participant's termination of employment, subject to the provisions of Section 2.5;

(b) **Death.** The Participant's death, subject to the provisions of Section 2.6; or

(c) **Termination of the plan.** The termination of this Plan, subject to the provisions of Section 10.2.

2.5 TERMINATION OF EMPLOYMENT

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

(a) **Insurance Benefit.** With regard to Benefits which are insured, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.

(b) **Dependent Care FSA.** With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment related Dependent Care Expense reimbursements for claims incurred up to the date of termination and submitted within 30 days after termination, based on the level of the Participant's Dependent Care Flexible Spending Account as of the date of termination.

(c) **COBRA applicability.** With regard to the Health Flexible Spending Account, the Participant may submit claims for expenses that were incurred during the portion of the Plan Year before the end of the period for which payments to the Health Flexible Spending Account have already been made. Thereafter, the health benefits under this Plan including the Health Flexible Spending Account shall be applied and administered consistent with such further rights a Participant and his Dependents may be entitled to pursuant to Code Section 4980B and Section 11.14 of the Plan.

2.6 DEATH

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

ARTICLE III
CONTRIBUTIONS TO THE PLAN

3.1 EMPLOYER CONTRIBUTION

The Employer shall make available to each Participant an Employer Contribution to be used in the Participant's Health Flexible Spending Account equal to $450 per Participant each Plan Year. Each Participant's Employer Contribution shall be converted to Cafeteria Plan Benefit Dollars and be available to purchase Benefits hereunder. The Employer's Contribution shall be made available at the beginning of the Plan Year. If a Participant fails to make any election of Benefit Option, there shall be no Employer Contribution (i.e., the Employer Contribution shall not be available in cash).

3.2 SALARY REDIRECTION

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

Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article IV.

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

3.3 APPLICATION OF CONTRIBUTIONS

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

3.4 PERIODIC CONTRIBUTIONS

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

ARTICLE IV
BENEFITS

4.1 BENEFIT OPTIONS

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

(1) Health Flexible Spending Account

(2) Dependent Care Flexible Spending Account

(3) Insurance Premium Payment Plan

- (i) Health Insurance Benefit
- (ii) Dental Insurance Benefit
- (iii) Group-Term Life Insurance Benefit
- (iv) Disability Insurance Benefit
- (v) Cancer Insurance Benefit
- (vi) Vision Insurance Benefit
- (vii) Accidental Death and Dismemberment Insurance Benefit
- (viii) Prescription Drug Coverage Benefit
- (ix) Other Insurance Benefit

4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT

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

4.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT

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

4.4 HEALTH INSURANCE BENEFIT

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

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

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

4.5 DENTAL INSURANCE BENEFIT

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

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

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

4.6 GROUP-TERM LIFE INSURANCE BENEFIT

(a) **Coverage for Participant only.** Each Participant may elect to be covered under the Employer's group-term life Insurance Contract.

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

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

4.7 DISABILITY INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's disability Insurance Contract.

(b) **Long term and/or short term coverage selected by Employer.** The Employer may select suitable disability Insurance Contracts for use in providing this disability Benefit. The disability Insurance Contracts may provide for long-term or short-term coverage.

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

4.8 CANCER INSURANCE BENEFIT

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

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

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

4.9 VISION INSURANCE BENEFIT

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

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

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

4.10 ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's accidental death and dismemberment Insurance Contract.

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

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

4.11 PRESCRIPTION DRUG COVERAGE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's Prescription Drug Coverage Contract.

(b) **Employer selects contracts.** The Employer may select suitable prescription drug coverage for use in providing this benefit, including, but not limited to, if applicable, by-mail services and prescription drug cards, which will provide uniform benefits for all Participants electing this Benefit.

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

4.12 OTHER INSURANCE BENEFIT

(a) **Employer selects contracts.** The Employer may select additional health or other policies allowed under Code Section 125 or allow the purchase of additional health or other policies by and for Participants, which policies will provide uniform benefits for all Participants electing this Benefit.

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

4.13 NONDISCRIMINATION REQUIREMENTS

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

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

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reject any election or reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

ARTICLE V
PARTICIPANT ELECTIONS

5.1 INITIAL ELECTIONS

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

5.2 SUBSEQUENT ANNUAL ELECTIONS

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

(a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;

(b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year, or by not electing any Benefit options;

(c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

5.3 FAILURE TO ELECT

Any Participant failing to complete an election of benefits form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized for such subsequent Plan Year.

5.4 CHANGE IN STATUS

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

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

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

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

(1) Legal Marital Status: events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;

(2) Number of Dependents: Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Conditions for revocation due to reduction in hours of service:

(1) The Participant has been reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and

(2) The revocation of coverage under the group health plan corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the revocation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

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

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

(1) The Participant is eligible for a Special Enrollment Period to enroll in a Qualified Health Plan through a Marketplace (federal or state exchange) pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; or

(2) One or more related individuals of the Participant is eligible for a Special Enrollment Period to enroll in a Qualified Health Plan through a Marketplace (federal or state exchange) pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or related individual(s) seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and

(3) The revocation of the election of coverage under the group health plan – either revocation in whole or revocation of other-than-self coverage – corresponds to the intended enrollment of the Participant and/or any related individuals who cease coverage due to the revocation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

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

ARTICLE VI
HEALTH FLEXIBLE SPENDING ACCOUNT

6.1 ESTABLISHMENT OF PLAN

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

6.2 DEFINITIONS

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

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

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

(1) one of the 5 highest paid officers;

(2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or

(3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).

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

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

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

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

6.3 FORFEITURES

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

6.4 LIMITATION ON ALLOCATIONS

(a) Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is $3650 total, $3200 of your own funds and $450 from your employer, as adjusted for increases in the cost of living in accordance with Code Section 125(i)(2). The cost of living adjustment in effect for a calendar year applies to any Plan Year beginning with or within such calendar year. The dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Year beginning with or within such calendar year. For any short Plan Year, the limit shall be an amount equal to the limit for the calendar year in which the Plan Year begins multiplied by the ratio obtained by dividing the number of full months in the short Plan Year by twelve (12). In addition, a Participant may elect to participate in the Employer Contributions to the Health Flexible Spending Account. Employer shall determine the contribution amount for employee.

(b) **Participation in Other Plans.** All employers that are treated as a single employer under Code Sections 414(b), (c), or (m), relating to controlled groups and affiliated service groups, are treated as a single employer for purposes of the statutory limit. If a Participant participates in multiple cafeteria plans offering health flexible spending accounts maintained by

members of a controlled group or affiliated service group, the Participant's total Health Flexible Spending Account contributions under all of the cafeteria plans are limited to the statutory limit (as adjusted). However, a Participant employed by two or more employers that are not members of the same controlled group may elect up to the statutory limit (as adjusted) under each Employer's Health Flexible Spending Account.

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

6.5 NONDISCRIMINATION REQUIREMENTS

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

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

6.6 COORDINATION WITH CAFETERIA PLAN

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

6.7 HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS

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

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

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

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

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

6.8 DEBIT AND CREDIT CARDS

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

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

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

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

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

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

(1) Co-payments for doctor and other medical care;

(2) Purchase of drugs as allowed under law or IRS regulations;

(3) Purchase of medical items such as eyeglasses, syringes, crutches, etc.

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

(g) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as a Medical Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.(Cards will be locked after 110 days if proper substantiation is not submitted)

(1) Repayment of the improper amount by the Participant;

(2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;

(3) Claims substitution or offset of future claims until the amount is repaid; and

(4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

ARTICLE VII
DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

7.1 ESTABLISHMENT OF ACCOUNT

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

7.2 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

7.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

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

7.4 INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

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

7.5 DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

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

7.6 ALLOWABLE DEPENDENT CARE REIMBURSEMENT

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

7.7 ANNUAL STATEMENT OF BENEFITS

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

7.8 FORFEITURES

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

7.9 LIMITATION ON PAYMENTS

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

7.10 NONDISCRIMINATION REQUIREMENTS

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

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

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

7.11 COORDINATION WITH CAFETERIA PLAN

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

7.12 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS

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

(a) The Dependent or Dependents for whom the services were performed;

(b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;

(c) The relationship, if any, of the person performing the services to the Participant;

(d) If the services are being performed by a child of the Participant, the age of the child;

(e) A statement as to where the services were performed;

(f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;

(g) If the services were being performed in a day care center, a statement:

(1) that the day care center complies with all applicable laws and regulations of the state of residence,

(2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and

(3) of the amount of fee paid to the provider.

(h) If the Participant is married, a statement containing the following:

(1) the Spouse's salary or wages if he or she is employed, or

(2) if the Participant's Spouse is not employed, that

(i) he or she is incapacitated, or

(ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.

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

ARTICLE VIII
BENEFITS AND RIGHTS

8.1 CLAIM FOR BENEFITS

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

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

(1) specific references to the pertinent Plan provisions on which the denial is based;

(2) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary; and

(3) an explanation of the Plan's claim procedure.

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

(1) request a review upon written notice to the Administrator;

(2) review pertinent documents; and

(3) submit issues and comments in writing.

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

(f) **Forfeitures.** Any balance remaining in the Participant's Health Flexible Spending Account or Dependent Care Flexible Spending Account as of the end of the time for claims reimbursement for each Plan Year and Grace Period (if applicable) shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3 or Section 7.8, whichever is applicable, unless the Participant had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus. If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited and returned to the Employer following a reasonable time after the date any such payment first became due.

8.2 APPLICATION OF BENEFIT PLAN SURPLUS

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

ARTICLE IX
ADMINISTRATION

9.1 PLAN ADMINISTRATION

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

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

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

(a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;

(b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;

(c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;

(d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;

(e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;

(f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;

(g) To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such shall be paid if the Administrator decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;

(h) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

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

9.2 EXAMINATION OF RECORDS

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

9.3 PAYMENT OF EXPENSES

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

9.4 INSURANCE CONTROL CLAUSE

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

9.5 INDEMNIFICATION OF ADMINISTRATOR

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

ARTICLE X
AMENDMENT OR TERMINATION OF PLAN

10.1 AMENDMENT

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

10.2 TERMINATION

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

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

ARTICLE XI
MISCELLANEOUS

11.1 PLAN INTERPRETATION

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

11.2 GENDER, NUMBER AND TENSE

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

11.3 WRITTEN DOCUMENT

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

11.4 EXCLUSIVE BENEFIT

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

11.5 PARTICIPANT'S RIGHTS

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

11.6 ACTION BY THE EMPLOYER

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

11.7 EMPLOYER'S PROTECTIVE CLAUSES

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

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

11.8 NO GUARANTEE OF TAX CONSEQUENCES

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

11.9 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

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

11.10 FUNDING

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

11.11 GOVERNING LAW

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

11.12 SEVERABILITY

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

11.13 CAPTIONS

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

11.14 CONTINUATION OF COVERAGE (COBRA)

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

11.15 FAMILY AND MEDICAL LEAVE ACT (FMLA)

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

11.16 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

11.17 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

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

11.18 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

(a) **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including genetic information and information about treatment or payment for treatment.

(c) **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Protected Health Information that consists of genetic information will not be used or disclosed for underwriting purposes.

(d) **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are designated and authorized to receive such Protected Health Information, and only

to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy official. The privacy official shall take appropriate action, including:

(i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

(ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

(iii) mitigation of any harm caused by the breach, to the extent practicable; and

(iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

(e) **Certification.** The Employer must provide certification to the Plan that it agrees to:

(1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;

(2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;

(3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;

(4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;

(5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;

(6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;

(7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;

(8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;

(9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

(10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

11.19 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

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

(a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.

(b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.

(c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.18.

11.20 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT

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

11.21 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

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

11.22 WOMEN'S HEALTH AND CANCER RIGHTS ACT

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

11.23 NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT

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

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

City of Dickinson

By _____
EMPLOYER

ADOPTING RESOLUTION

The undersigned authorized representative of City of Dickinson (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on _____, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of amended Cafeteria Plan including a Health Flexible Spending Account and Dependent Care Flexible Spending Account effective January 1, 2025, presented to this meeting is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

The undersigned further certifies that attached hereto as Exhibits A and B, respectively, are true copies of City of Dickinson Flexible Benefits Plan as amended and restated, and the Summary Plan Description approved and adopted in the foregoing resolutions.

Date: _____

Signed: _____

_____
[print name/title]

Req #	Hiring Journal - December									Updated on 12/11/2024
	Position	Date opened:	Date closed:	# of days position is/was open:	total applicants:	# of disqualified apps:	# withdrawn apps:	# of interviews:	# of declined offers:	Hired:
397	Police Officer (4 Openings)	8/22/2024	10/6/2024	45	19		5	14	0	1 in backgroung
422	Police Officer (4 Openings)	12/11/2024	1/4/2025	24						
410	Lateral Police Officer (4 Openings)	10/4/2024	Until Filled		2	0	1	1		1 in background
418	Public Safety Telecommunicator I (2 Openings)	11/20/2024	12/4/2024	14	9	2				Interview Stage
412	Solid Waste Operator (2 Openings)	10/30/2024	11/13/2024	14	6	0	3	3	0	1 in Background
421	Solid Waste Operator (1 opening)	12/2/2024	12/16/2024	14						
419	Utility Operator	12/2/2024	Until Filled		2			2		Interview Stage
415	Water Reclamation Facility Supervisor	11/8/2024	11/29/2024	21	2	1		1		Interview Stage
347	Museum Center Volunteer - GENERAL	1/29/2024	Until Filled		2					
346	Museum Center Volunteer - HISTORY	1/29/2024	Until Filled		2		1	1		
360	Museum Center Volunteer - Paleo Collections	3/20/2024	Until Filled		4	1		2		
406	Fire Fighter/EMT (7 Openings)	9/18/2024	Until Filled		28	1	2	20	0	8 - Offer/Background Stage
404	Fire Figher Paramedic (9 Openings)	9/10/2024	Until Filled		6	2	1	3	1	6 - Offer/Backgound Stage
407	Part-Time Fire Fighter (5 Openings)	9/19/2024	10/19/2024	30	7	2	3	2	0	Hired Ross Ascheman & interview stage
414	Construction Project Manager	11/8/2024	12/8/2024	30	16	9				Interview Stage
416	Project Engineer	11/8/2024	12/8/2024	30	12	11		1		Interview Stage

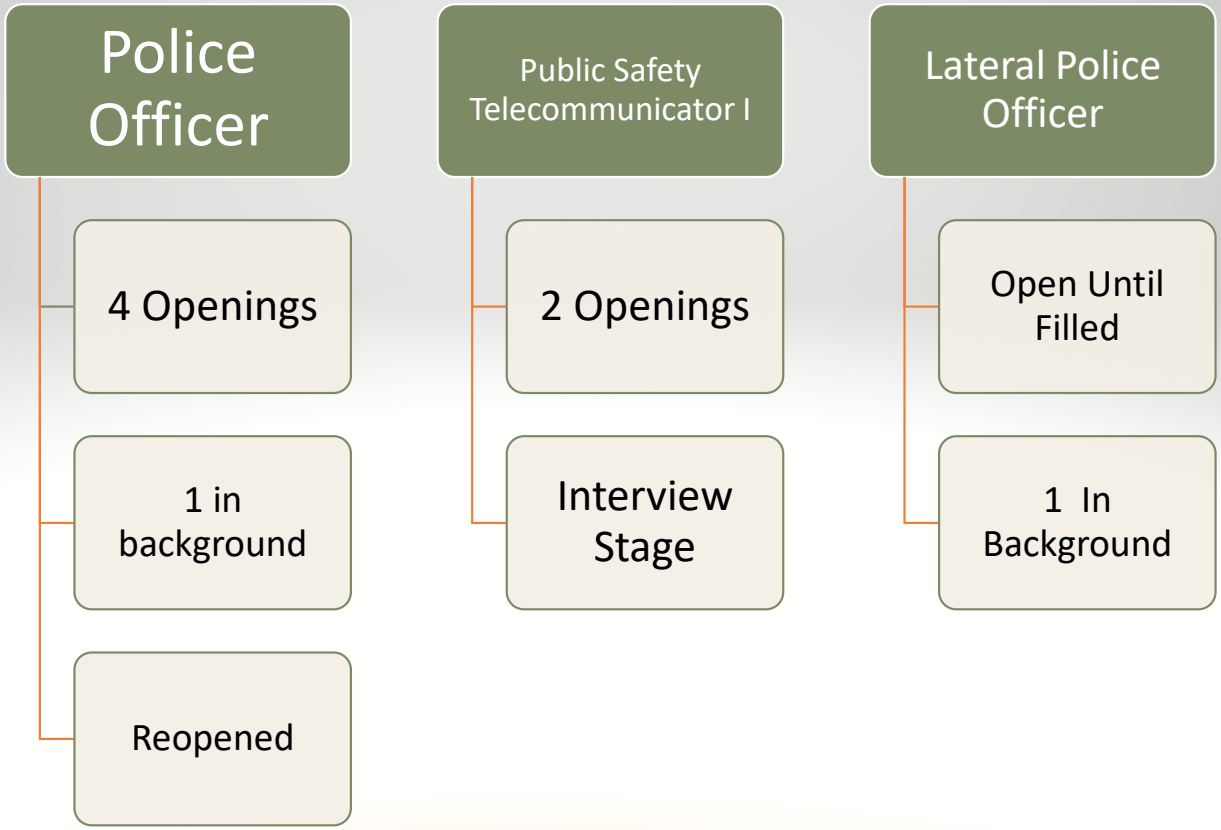
Human Resources

Hiring Journal

Presented by: HR Director

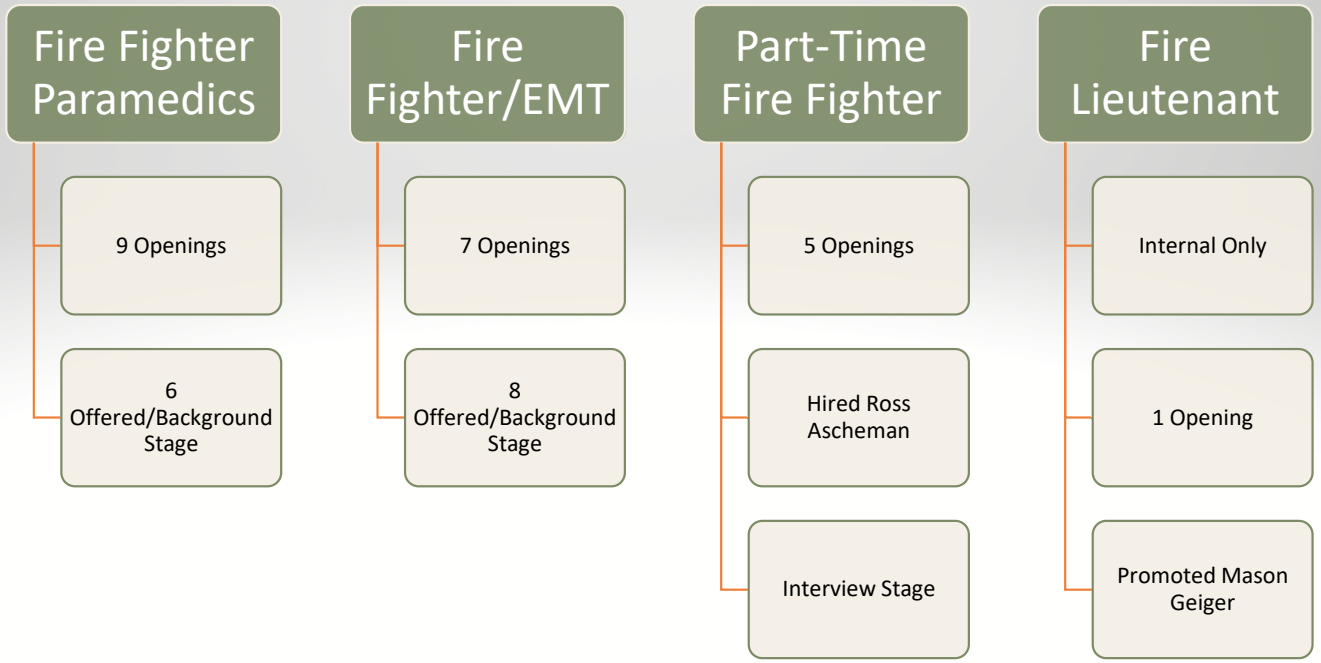
CITY OF Dickinson North Dakota

Police Department



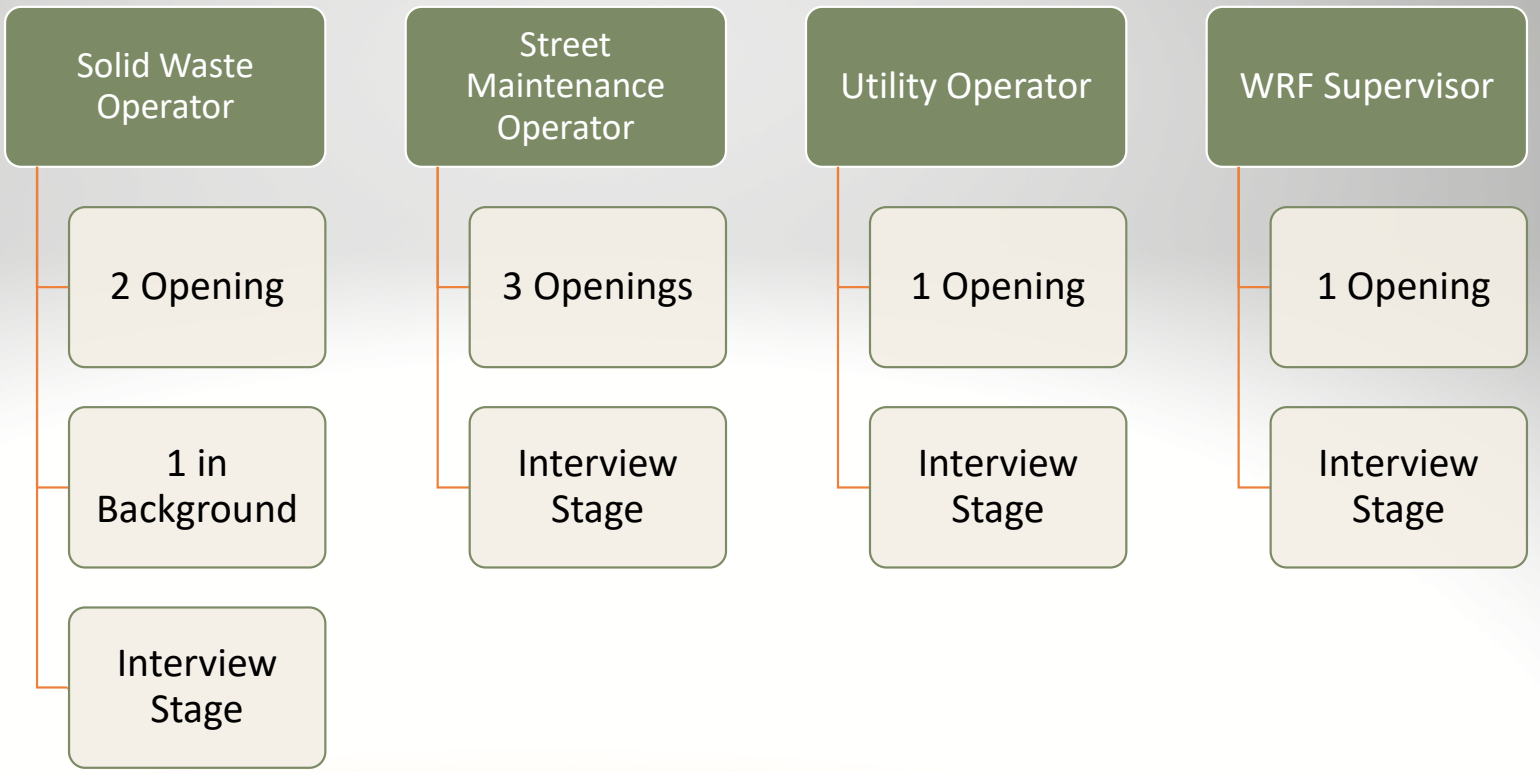
CITY OF Dickinson North Dakota

Fire Department



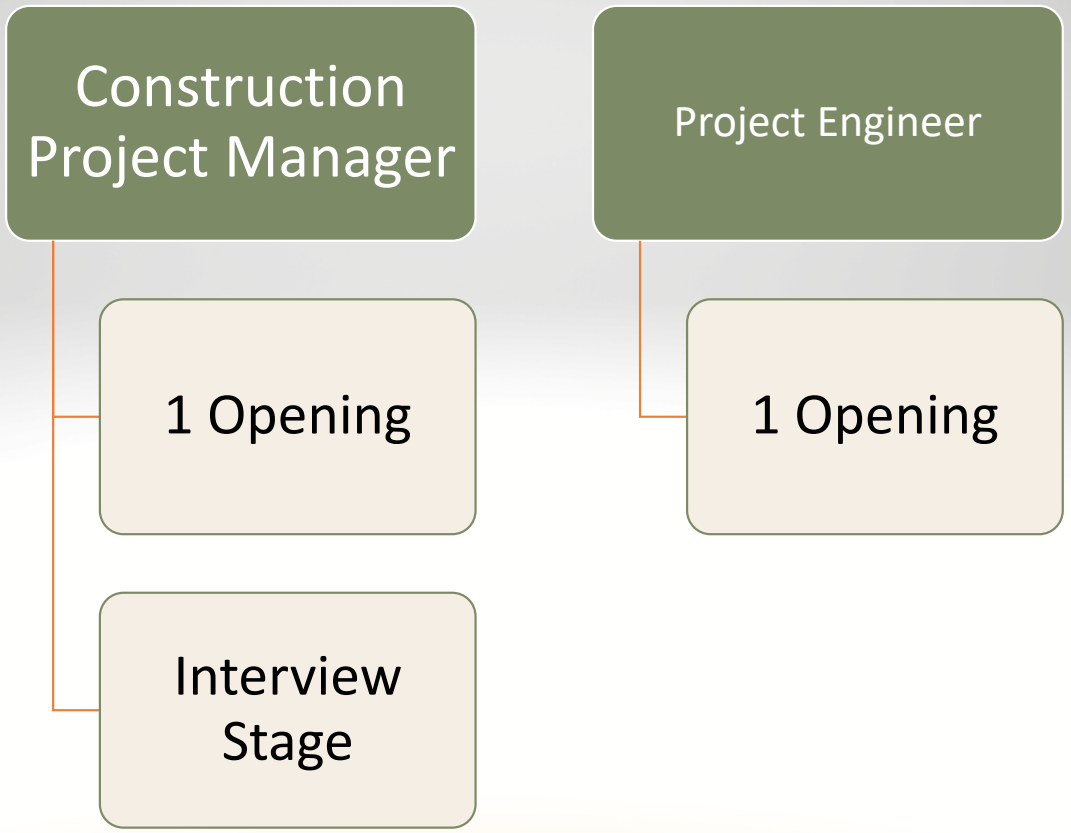
CITY OF Dickinson North Dakota

Public Works



CITY OF Dickinson North Dakota

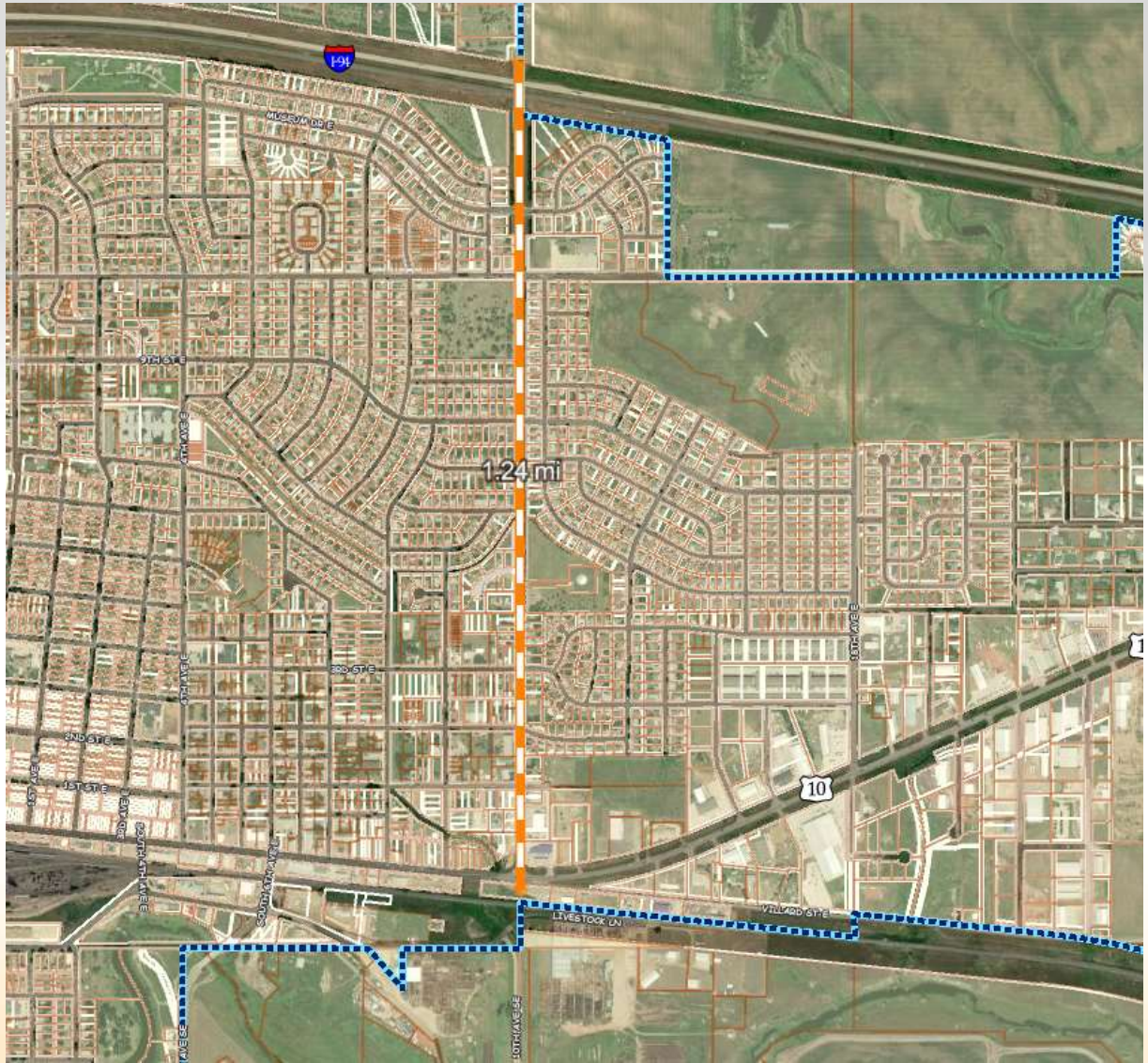
Community Development /Engineering



Questions?

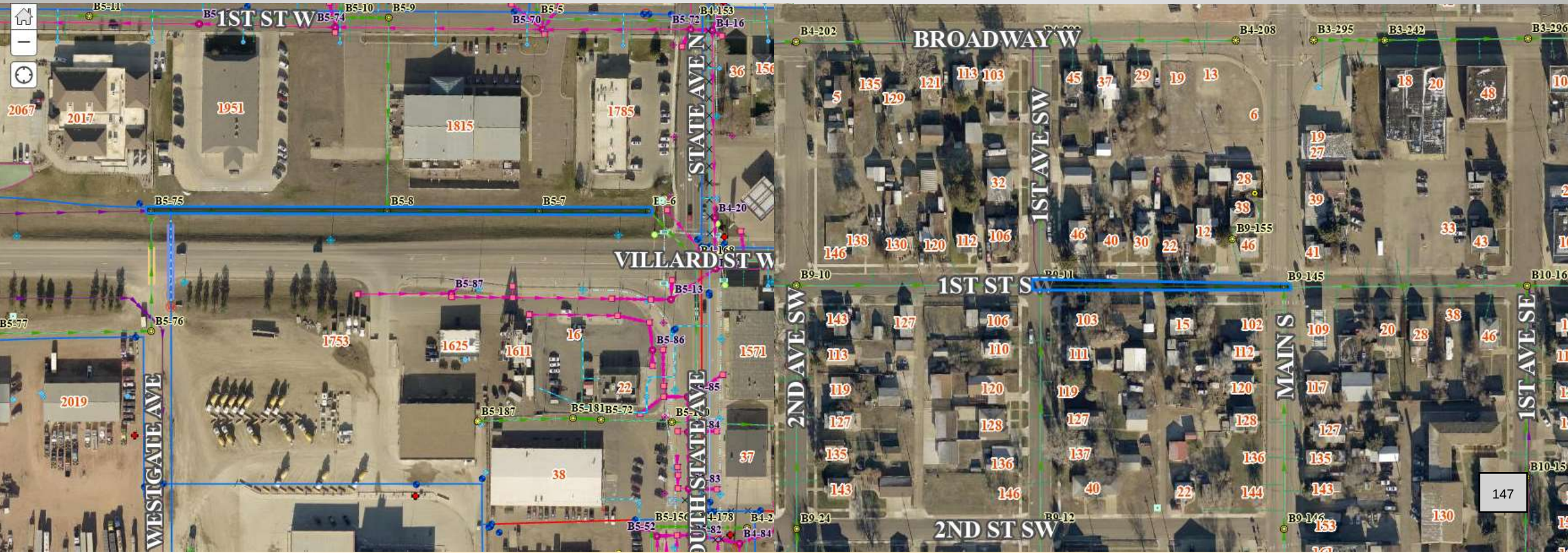
CITY OF Dickinson North Dakota

Sanitary Sewer Manhole Repairs Project



CITY OF Dickinson North Dakota

Sanitary Sewer Manhole Repairs Project

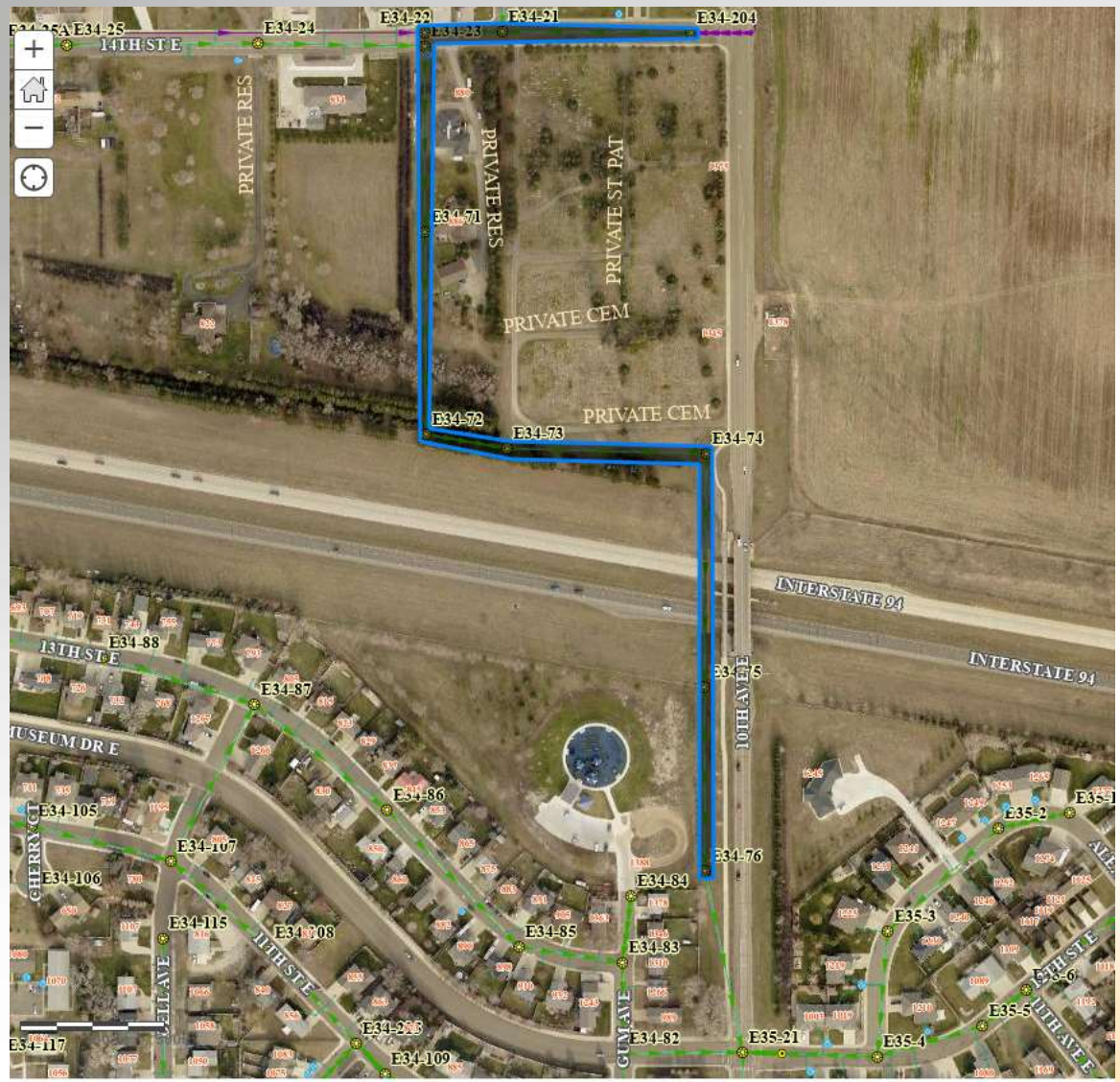


Sanitary Sewer Manhole Repairs Project





Sanitary Sewer Manhole Repairs Project





Sanitary Sewer Manhole Repairs Project





moore engineering, inc.

925 10th Avenue E, Ste 1, West Fargo, ND 58078
P: 701.282.4692

Technical Memorandum



Date:	September 26, 2024
Prepared By:	Taylor Braaten, PE
Project:	Dickinson Project No. 202423 Dickinson 2024 Sanitary Sewer Manhole Repairs Moore Project No. 24219
Owner:	City of Dickinson, ND
Subject:	Assessment of Sanitary Sewer Manholes

Purpose

Moore Engineering Inc. (Moore) was tasked with visually inspecting and documenting the conditions of 54 sanitary sewer manholes identified by the City of Dickinson (City). This memorandum presents findings, evaluations, and recommendations.

Background

Initial observations indicated that many of the sanitary sewer structures were significantly deteriorated. In subsequent conversations with the City, it was indicated that the sewage conveyed within the system has historically contained high concentrations of Hydrogen Sulfide gas (H_2S).

H_2S gas is produced in sewage systems primarily through the action of anaerobic bacteria that thrive in oxygen-depleted environments. In the absence of oxygen, anaerobic bacteria start to decompose organic matter within the system. These bacteria utilize the organic compounds as a food source, breaking down organics to gain energy. As part of this process, H_2S is produced as a byproduct.

H_2S gas significantly contributes to the degradation of cement within sanitary sewer structures through a sequence of chemical and biological processes. This gas volatilizes and accumulates in the air space above the sewage. In the presence of oxygen, H_2S undergoes oxidation, primarily facilitated by sulfur-oxidizing bacteria such as Thiobacillus, converting it into sulfuric acid (H_2SO_4). The sulfuric acid then reacts with the calcium compounds in the concrete, such as calcium hydroxide ($Ca(OH)_2$), forming calcium sulfate (gypsum), which is soluble and can be washed away. This reaction erodes the concrete, diminishing its structural integrity. Additionally, the activity of sulfur-oxidizing bacteria accelerates the formation of sulfuric acid, particularly in areas of the manhole where there is intermittent wetting and

drying. The resultant corrosion and surface erosion significantly reduces the lifespan of concrete structures in the system, necessitating frequent maintenance. Preventive measures, including applying protective coatings, improving ventilation, using chemical additives, and conducting regular maintenance, are essential to mitigate the corrosive effects of H_2S and prolong the durability of sanitary manholes.

H_2S gas tends to form more readily in certain parts of a sanitary sewer system, particularly where conditions are favorable for anaerobic activity and sulfate reduction. The areas where H_2S is most prevalent include:

1. Low-flow or Stagnant Areas: In sections of the sewer with slow-moving or stagnant wastewater, the oxygen levels are more likely to drop, creating anaerobic conditions. These areas are hotspots for H_2S production since sulfate-reducing bacteria thrive in such environments.

2. Deep or Long Sewer Pipes: Deeper or longer stretches of sewer pipes have lower oxygen availability, especially if the flow is slow. The lack of oxygen promotes anaerobic bacterial activity, increasing the chances of H_2S formation.

3. Force Mains (Pressurized Pipes): Sewage in force mains is often under pressure and may experience longer residence times, leading to anaerobic conditions. When the sewage is discharged into gravity-fed pipes, the H_2S can be released into the sewer atmosphere.

4. Manholes and Junctions: These areas are often points where gases can accumulate. When wastewater falls from one level to another (such as from a pipe into a manhole), turbulence can release H_2S from the water into the air.

5. Pumping Stations: Pumping stations that move sewage through the system can create conditions where H_2S gas is released. Turbulence from pumps can also exacerbate the release of H_2S gas from sewage.

6. Sewer Systems with Long Retention Times: If sewage remains in the system for an extended period, especially in warm climates, it increases the chances for organic matter to decompose anaerobically, resulting in more H_2S production.

These areas require careful monitoring and may need specific mitigation measures, such as ventilation, chemical dosing (e.g., iron salts or oxidizers), or the use of biofilters to control H_2S buildup and prevent corrosion or health hazards.

Inspection Data

The sanitary structures were inspected from July 17th to July 19th, 2024. Structure data, 360-degree videos, and rim elevations were collected for analysis.

Evaluation

Upon review of the data collected, the severe deterioration appears to be limited to the 10th Ave E corridor. Additionally, minor deterioration was present in sanitary structures in the 12th St W corridor. All other evaluated areas saw little to no signs of deterioration from H_2S.

10th Ave E Corridor:

Most manholes in this area had been rehabilitated with cementitious repair mortar and an epoxy top-coat between 2012 and 2014. However, the inspection revealed complete coating failure. Although epoxy products are corrosion-resistant, some perform poorly in H_2S-rich environments.

A manhole is considered structurally compromised after losing approximately two inches of concrete. In many instances, visible reinforcing steel indicates that the structures have reached this point, making further rehabilitation (e.g., coating) unviable.

12th St W Corridor:

The manholes in this area lack any protective coating and show early signs of deterioration, such as the loss of the original "cream" finish on the concrete surface. Once the aggregate is exposed, intervention is needed to prevent further degradation.

Recommendations

1. H_2S Gas Mitigation:

   The City should explore methods to reduce H_2S production, such as chemical injection or oxygenation, to prevent further corrosion of the sewer system.

2. Protective Coating for 12th St W:

   Apply a coating system to the manholes in this area to prevent future corrosion and extend their lifespan. Ensure the coating has passed Severe Wastewater Analysis Testing (SWAT).

3. Replacement of 10th Ave E Structures:

   Due to the extreme deterioration of these manholes, replacement is recommended. Three options are proposed:

- Option 1: Replace with traditional concrete structures coated with a SWAT-approved product. Expect regular inspections and re-coating every 10-15 years. This option would require bypass pumping and large-scale excavation, leading to prolonged public disruption.

- Option 2: Replace with polymer manholes resistant to H_2S corrosion. While more expensive than concrete, these structures are maintenance-free and provide a long-term solution. However, installation would involve significant disruption due to excavation and bypass pumping.

- Option 3: Install polymer liners into existing manholes. These liners, made from polymer resin, offer a structural fix and a long-term maintenance-free solution. Installation would involve less disruption than complete replacement, but polymer inserts are more expensive than other liner systems.

4. Monitor High-Risk Areas:

   Regular monitoring of manholes in high-risk areas, such as those at low points or near force main discharges, is essential.

Project Costs

Sanitary structure rehabilitation and replacement projects are challenging for engineers and contractors to estimate. This difficulty arises because key factors, such as the extent of damage, installation methods, and the chosen repair technique, often remain uncertain until construction begins. Additionally, expenses such as bypass pumping, traffic control, and mobilization must also be considered. The total project cost for the identified work is estimated to be $2,100,000, which includes a higher contingency due to the specialized nature of the project.

Project Funding

Grant funding for sanitary sewer projects is limited due to the relatively low operating and maintenance costs of these systems. However, loan funds for such projects are available through the Clean Water State Revolving Fund (CWSRF). This low-interest loan, typically at 2%, is provided by the Environmental Protection Agency (EPA) and is locally managed by the North Dakota Department of Environmental Quality (NDDEQ) in partnership with the North Dakota Public Finance Authority (PFA).

Conclusion

In conclusion, the assessment of the sanitary sewer manholes in Dickinson reveals significant deterioration, particularly in the 10th Ave E corridor, where protective coatings have failed and the

structures have reached critical levels of corrosion. For these manholes, polymer inserts are recommended. Meanwhile, early-stage deterioration in the 12th St W corridor can be mitigated with preventive coatings. With an estimated total project cost of $2,100,000, the City should prioritize both immediate and long-term solutions, including the application of advanced materials and proactive monitoring, to ensure the longevity and functionality of its sewer infrastructure.

Attachments

1. Sanitary Sewer Manhole Condition Evaluation
2. Example Manhole Condition Photos
3. Cost Estimate
4. Manhole Location Maps

2024 Sanitary Sewer Manhole Repairs

Sanitary Sewer Manhole Condition Evaluation

City of Dickinson, ND

Prepared By: Moore Engineering, Inc.

Location	Pt #	Manhole No.	Existing Coating	Manhole Condition Comments	Recommendation	Estimated Cost
East of 6th Ave South of Broadway	85002	B10-110	N/A	Previously coated? Brick bottom	Polymer Insert	$ 32,600.00
East of 6th Ave South of Broadway	85003	B10-111	Epoxy	Previously coated, structural cracks present, severe cone deterioration	Polymer Insert	$ 24,600.00
6th Ave SE	85030	B10-131	Epoxy	Previously coated, multiple coating failure points, no flow	Monitor	$ -
6th Ave SE	85032	B10-132	Epoxy	Previously coated, multiple coating failure points, no flow	Monitor	$ -
6th Ave SE	85031	B10-140		Could Not Open Casting		$ -
River Drive	85029	B10-49	Liner	Previously lined	Monitor	$ -
River Drive	85028	B10-50	Liner	Previously lined	Monitor	$ -
River Drive	85027	B10-51		Severe Deterioration	Polymer Insert	$ 24,000.00
East of 6th Ave South of Broadway	85001	B10-6	N/A	Severe Deterioration	Polymer Insert	$ 22,600.00
10th Ave E - Between Franklin St & 10th St	88738	B2-119	Epoxy	Coating bubbling and cracking, especially in bottom 4', portions of coating completely missing	Polymer Insert	$ 32,000.00
10th Ave E & Franklin St	86793	B2-120	Epoxy	Coating bubbling and cracking.	Polymer Insert	$ 34,000.00
10th Ave E & 9th St E	86800	B2-121	Epoxy	Coating completely missing from bottom 6', wire mesh from MH structure exposed.	Polymer Insert	$ 36,000.00
10th Ave E & 8th St E	86833	B2-122	Epoxy	Coating bubbling and cracking, especially in bottom 4'.	Polymer Insert	$ 26,000.00
10th Ave E & 7th St E	86863	B2-123	Epoxy	Coating bubbling and cracking.	Polymer Insert	$ 33,000.00
10th Ave E & Buffalo Bend & - north	86871	B2-124	Epoxy	Coating bubbling and cracking especially in bottom 4'.	Polymer Insert	$ 36,000.00
10th Ave E - Between 3rd St & Buffalo Bend	86884	B2-125	Epoxy	Coating bubbling and cracking especially in bottom 4', portions of coating completely missing.	Polymer Insert	$ 42,000.00
10th Ave E & 3rd St E	86893	B2-126	Coal Tar	Walls severely deteriorated.	Polymer Insert	$ 44,000.00
10th Ave E & 2nd St E	86923	B2-127	Epoxy	Coating bubbling.	Polymer Insert	$ 36,000.00
10th Ave E & 1st St E	86940	B2-128	Mortar & Epoxy	Appears MH was previously coated with mortar & epoxy. Coating completely missing and mortar	Polymer Insert	$ 32,000.00
10th Ave E	59810	B2-129	Mortar & Epoxy	Appears MH was previously coated with mortar & epoxy. Coating completely missing and mortar	Polymer Insert	$ 32,000.00
Villard St E	85010	B2-142	N/A	Minor Corrosion on walls worsens on bottom section	Clean and Coat	$ 4,600.00
Villard St E	85011	B2-143		Little to no corrosion.	Monitor	$ -
Villard St E	85005	B2-144	N/A	Minor Corrosion on bottom section.	Monitor	$ -
Villard St E	85012	B2-145	N/A	Minor Corrosion on the bottom section.	Monitor	$ -
Villard St E	85009	B2-145A		Minor Corrosion on the bottom section.	Monitor	$ -
Villard St E	85006	B2-145B	N/A	Minor Corrosion on the bottom section.	Clean and Coat	$ 8,650.00
Villard St E	85007	B2-178	Epoxy	Manhole has been coated. Coating appears to have failed in bottom section	Clean and Coat	$ 6,400.00
14th St E	85008	B2-179	Liner	Some sort of Liner installed, Severe Cone Deterioration	Replace Cone, Install interior Drop	$ -
10th Ave SE	85004	B2-180		Could Not Open Casting		$ -
10th Ave E & Buffalo Bend - south	86873	B2-222	Coal Tar	MH installed in ~2015. Coal tar beginning to bubble, portion of wall beginning to deteriorate.	Polymer Insert	$ 36,000.00
10th Ave E - Between 7th St & 8th St	86869	B2-245	Epoxy	Coating bubbling and cracking, especially in bottom 8', portions of coating completely missing.	Polymer Insert	$ 30,000.00
Franklin St	86788	B3-210	Coal Tar	Good condition. No deterioration. Sewage backup at time of photo.	Monitor	$ -
10th Ave E & 9th St E	86795	B3-211	Coal Tar	Good condition. No deterioration.	Monitor	$ -
10th Ave E & 8th St E	86832	B3-218	Coal Tar	Good condition. No deterioration.	Monitor	$ -
7th St E	86862	B3-219	Coal Tar	Good condition. No deterioration.	Monitor	$ -
Buffalo Bend	86870	B3-307	Coal Tar	MH walls in fair condition, beginning to bubble.	Monitor	$ -
Villard St W	85037	B5-6	Epoxy	Previously coated, minor bubbling present in coating	Monitor	$ -
Villard St W	85036	B5-7	Epoxy	Previously coated, minor bubbling present in coating	Monitor	$ -
Villard St W	85034	B5-75	Epoxy	Previously coated, I&I present between casting and Manhole	Monitor	$ -
Villard St W	85035	B5-8	Epoxy	Previously coated, minor bubbling present on bench in coating	Monitor	$ -
1st St SW	85033	B9-11	Epoxy	Previously coated, signs of coating failuer	Clean and Coat	$ 5,050.00
1st St SW		B9-145	N/A	I&I Present	Monitor/ coat for I&I, seal pipe penetrations	$ -
12th St W	85015	E33-110	N/A	Minor corrosion	Clean and Coat	$ 6,400.00
12th St W	85014	E33-112	N/A	Minor corrosion worsening as you go down	Clean and Coat	$ 6,850.00
12th St W	85013	E33-113	N/A	Minor corrosion worsening as you go down	Clean and Coat	$ 6,850.00

2024 Sanitary Sewer Manhole Repairs

Sanitary Sewer Manhole Condition Evaluation

City of Dickinson, ND

Prepared By: Moore Engineering, Inc.

Location	Pt #	Manhole No.	Existing Coating	Manhole Condition Comments	Recommendation	Estimated Cost
	85025	E34-204	Epoxy	Previously coated, liner failing at seams	Monitor	$ -
14th St E	85022	E34-21	Epoxy	Previously coated, coating failure at the bottom	Clean and Coat	$ 7,750.00
14th St E	85024	E34-22	Epoxy	Previously coated, coating failure at the bottom and joints	Clean and Coat	$ 8,650.00
	85026	E34-71	Epoxy	Coating/liner failure, significant deterioration	Polymer Insert	$ 42,600.00
10th Ave E - North of Interstate	85021	E34-72	Epoxy	Complete coating failure, Top hat structure	Polymer Insert	$ 14,600.00
10th Ave E - North of Interstate	85020	E34-73	Liner	Liner in the bottom section, liner is failing	Polymer Insert	$ 24,600.00
10th Ave E	85019	E34-74	Liner	Manhole has liner, bench deterioration	Monitor	$ -
10th Ave E	85018	E34-75	Liner	Manhole has liner, rings have severe deterioration	Replace top ring section/ Polymer Insert	$ -
10th Ave E	85017	E34-76	No Coating	Severe Deterioration	Polymer Insert	$ 38,600.00
10th Ave E & 10th St E	86781	E35-19	Epoxy	Coating bubbling and cracking.	Polymer Insert	$ 30,000.00
10th Ave E - Between 10th St & Museum Dr	86785	E35-20	Epoxy	Coating bubbling and cracking especially in bottom 4', portions of coating completely missing.	Polymer Insert	$ 30,000.00
10th Ave E & Museum Dr	86775	E35-21	Liner	Liner functioning well except for at pipe penetrations where structure severely deteriorating	Polymer Insert	$ 36,000.00
NE Corner of Dickinson Inn - On Street (12th W)	85016		N/A	Minor Corrosion on walls worsens on bottom section	Clean and Coat	$ 8,650.00
10th Ave E - Between Villard St & 1st St	58910		Mortar & Epoxy	severely deteriorated.	Polymer Insert	$ 6,000.00

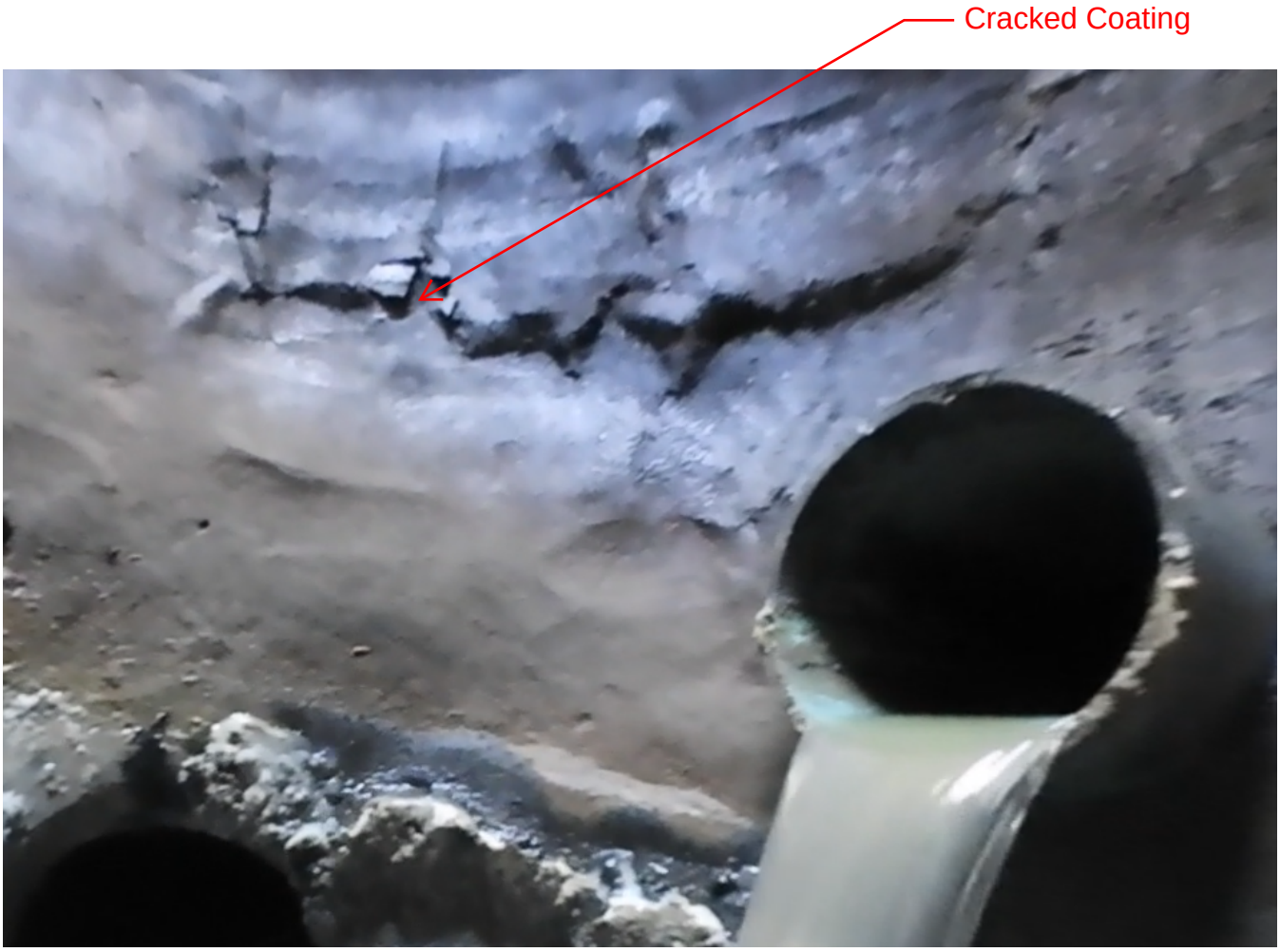
Example Manhole Condition Pictures

Severe Deterioration



B10-51 - River Drive

Coating Failure



B9-11 - 1st St SW

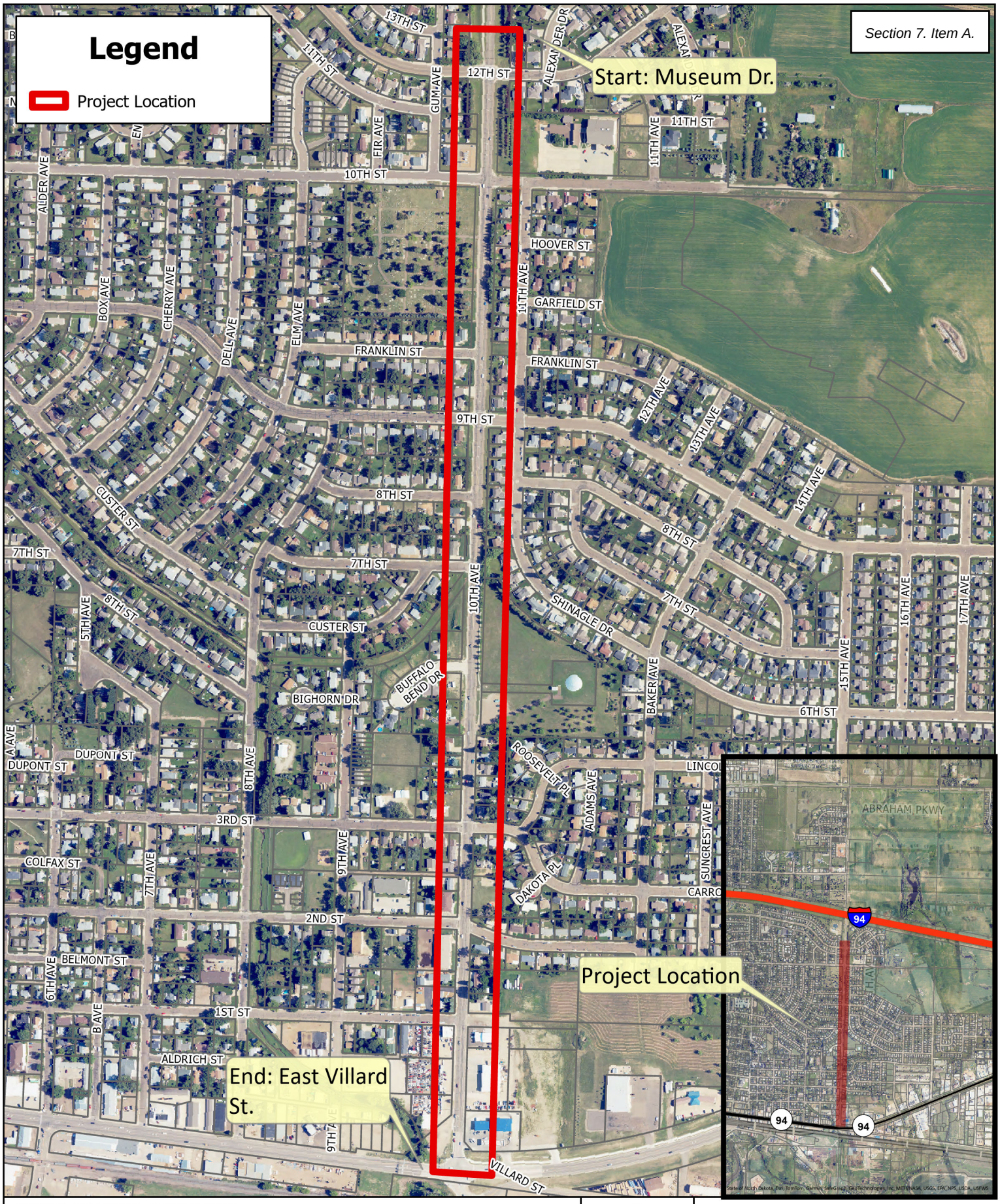
Project #: 24219
Date Created: 08/18/24

2024 Sanitary Manhole Repairs
Dickinson, ND

Engineer's Preliminary Opinion of Cost

BID ITEM NO. & DESCRIPTION		*UNIT*	*QUANTITY*	*UNIT PRICE*	*TOTAL*
Base Bid					
1.	Mobilization	LS	1	$60,000.00	$60,000.00
2.	Temporary Bypass Sewer System	LS	1	$500,000.00	$500,000.00
3.	Traffic Control	LS	1	$25,000.00	$25,000.00
4.	Sanitary Sewer Polymer Insert - 48"	VF	316	$2,000.00	$632,000.00
5.	Site Restoration - Paved Surface	EA	7	$5,000.00	$35,000.00
6.	Site Restoration - Non Paved Surface	EA	18	$3,600.00	$64,800.00
7.	Sanitary Manhole Rehabilitate - 48"	VF	133	$450.00	$59,850.00
				Construction Subtotal	$1,376,650.00
				Contingencies (~30%)	$433,350.00
				Total Construction Cost	$1,810,000.00
				Design & Construction Engineering (16%)	$290,000.00
				TOTAL PROJECT COST	$2,100,000.00

Manhole Location Maps



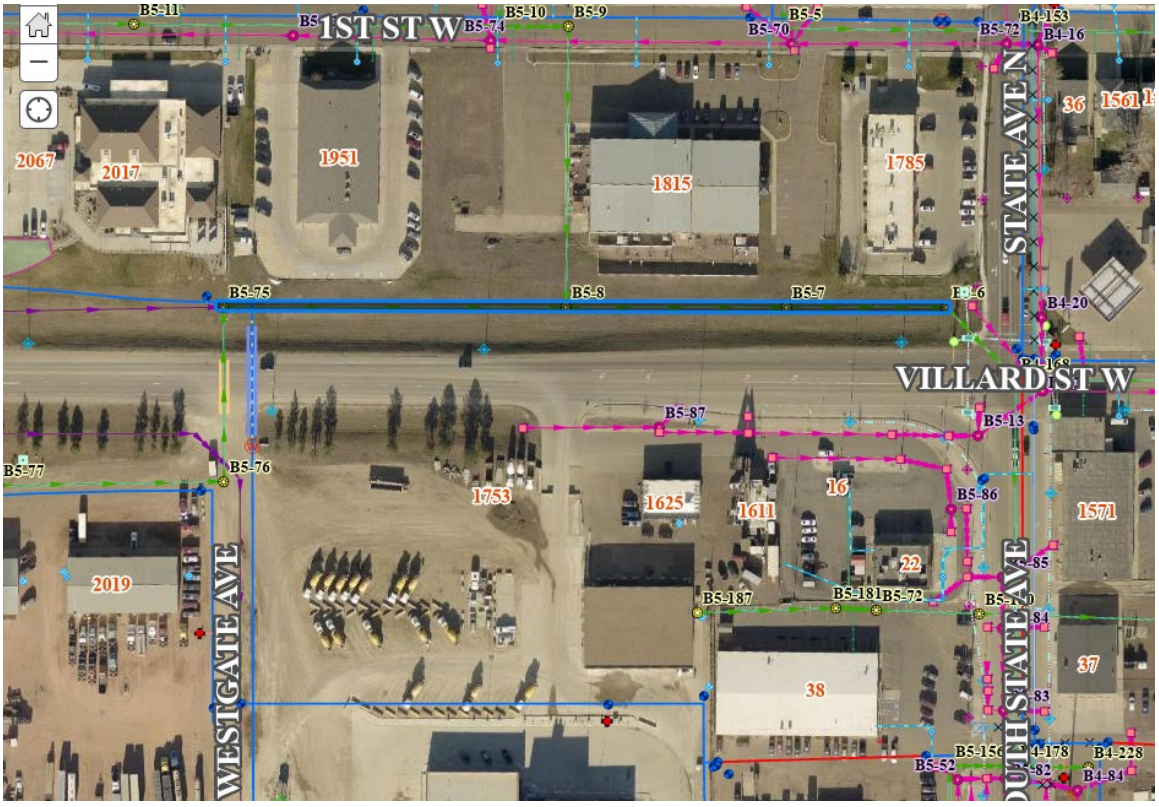
CPU-5-983(069), PCN 24210
Dickinson, 10th Ave E from E Villard St. to Museum Dr
Stark County, North Dakota

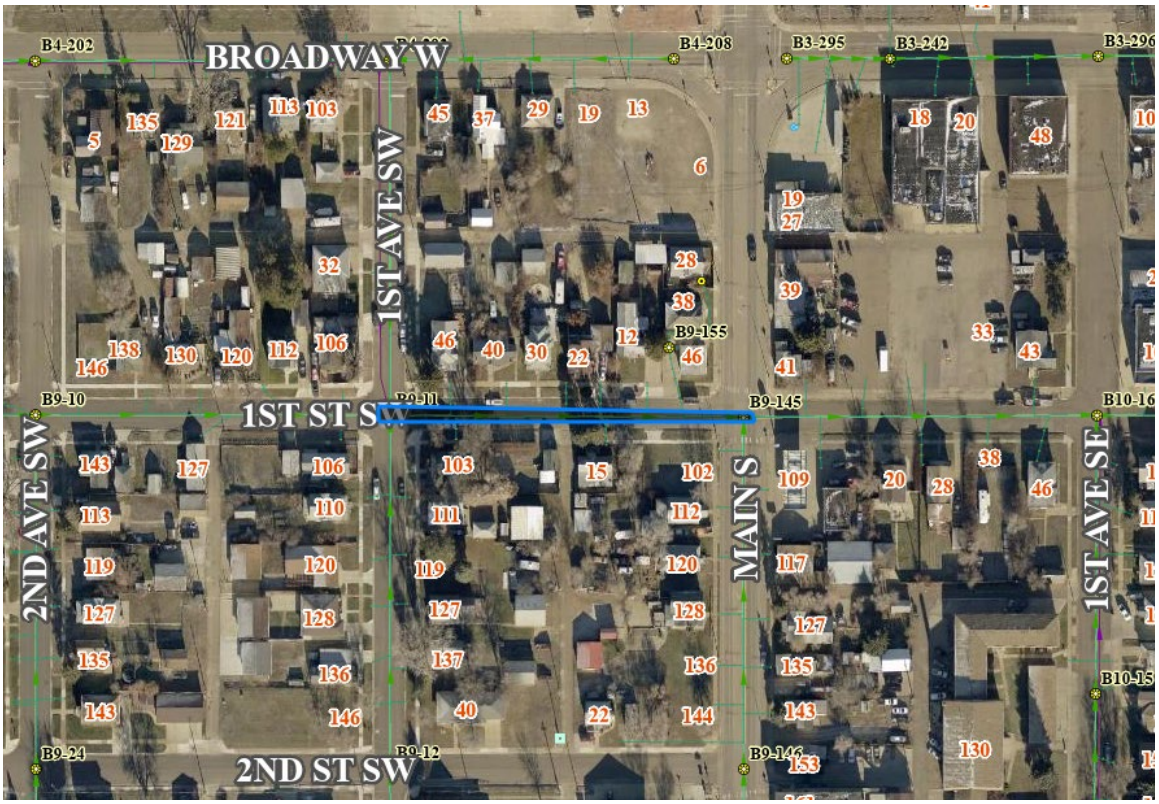
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N W E S

moore engineering,

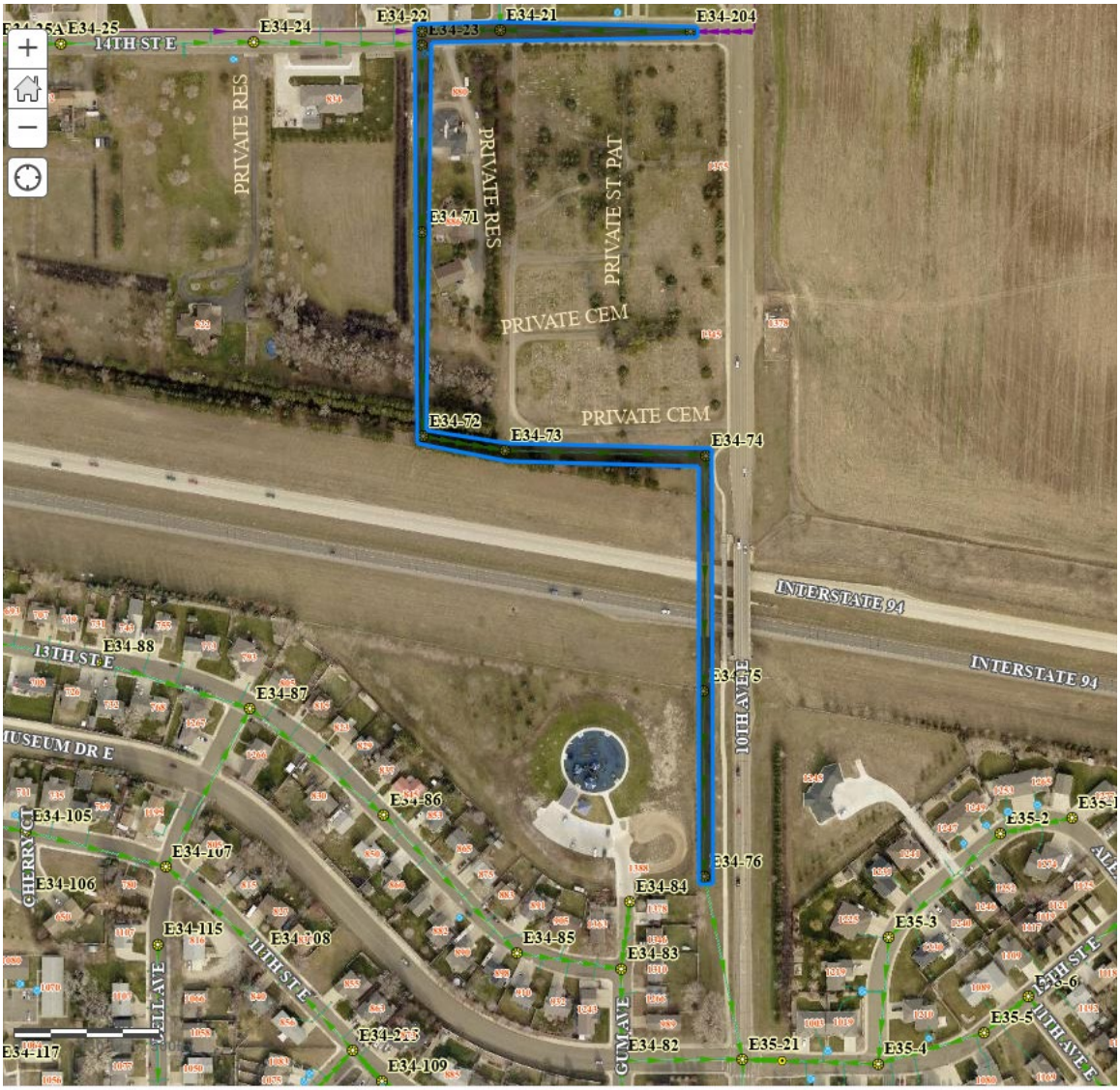
APPENDIX A: Various Manhole Locations

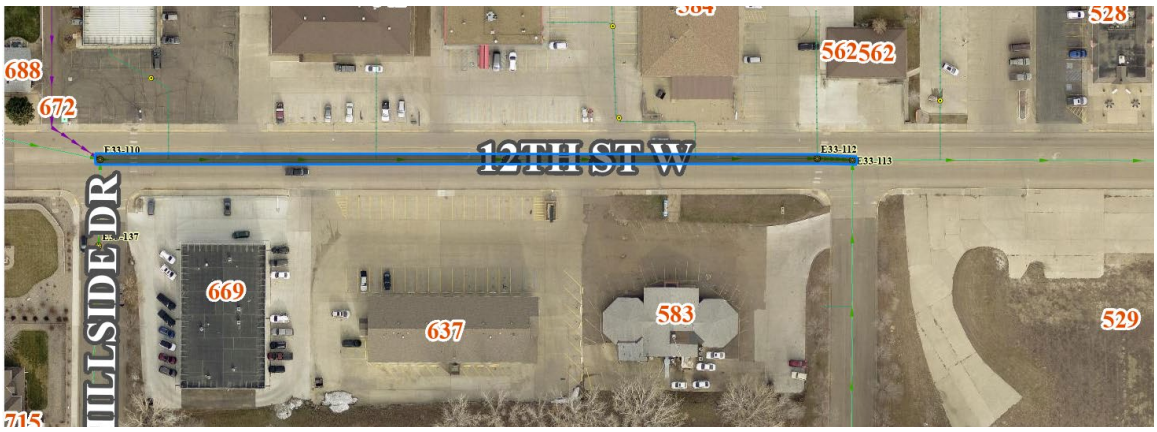





BROADWAY E
6TH AVE SE
PRIVATE COM
PRIVATE DRIVE
PRIVATE COM
Find area, length, or location
Sq Miles
Measurement Result
0 Sq Miles
B3-284
B3-287
B3-286
B10-6
B10-110
B10-111
B10-112
B10-113
512
532
604
664
677
855
876


B2-63
B2-129
B2-68
B2-69
B2-108
B2-107
B2-106
B2-67
B2-64
B2-66
B2-66A
B2-66B
B3-278
B2-177
INTERSTATE 94 BUSINESS LOOP E
B2-178
B2-145B
B2-145A
B2-145
B2-144
B2-143
B2-142
B2-179
VILLARD ST E
B2-180
LIVESTOCK LN
B3-257
B10-117
B10-116
B11-1
B11-2
B11-3
B11-4
B11-5
B11-6
B11-7
B11-8
B11-9
B11-11
B11-12
B11-13
10TH AVE E
14TH AVE E
PRIVATE RES
PRIVATE COD
10TH AVE SE


E34-25A E34-25
E34-24
E34-22
E34-21
E34-204
E34-23
14TH ST E
PRIVATE RES
PRIVATE RES
PRIVATE ST PAT
E34-71
PRIVATE CEM
PRIVATE CEM
E34-72
E34-73
E34-74
INTERSTATE 94
INTERSTATE 94
E34-88
13TH ST E
E34-87
E34-75
10TH AVE E
USEUM DR E
E34-86
E34-105
E34-107
E34-106
E34-76
E34-84
E34-115
E34-108
E34-85
E34-83
E35-3
E35-2
E35-6
E35-5
E35-4
E35-21
E34-82
E34-216
E34-109
E34-117
GUM AVE
11TH ST E
ELL AVE
CHERRY CT


688
672
562562
528
12TH ST W
E33-110
E33-112
E33-113
ILLSIDE DR
669
637
583
529
715


RIVER DR
PRIVATE RES
KUCHENSKI DR
5TH ST SE
5TH AVE SE
HIGHLANDS AVE
B10-48
B10-49
B10-50
B10-97
B10-118
B10-120
B10-121
B10-123
B10-127
556
550
541
538
535
532
529
526
523
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5TH ST SE
6TH AVE SE
HIGHLANDS AVE
B10-127
B10-131
B10-140
B10-132
B10-123
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CITY OF Dickinson North Dakota

Engineering Memorandum

December 12, 2024

RE: December 17, 2024 Commission Meeting

SANITARY SEWER MANHOLE REPAIR PROJECT CONTRACT TO MOORE ENGINEERING, INC. - 202423

For your consideration is a contract amendment with Moore Engineering, Inc. to provide engineering and construction drawings for the Sanitary Sewer Manhole Repair project for an hourly not to exceed amount of ***$97,700.00***, for a total contract cost of $126,700. The funds for this portion of the project will be Cash on Hand. A legal review of this task order has been completed.

Background

As part of the requested services for the City of Dickinson project 202414 - 10th Ave East – Villard to Museum Drive, a sanitary sewer manhole inspection was request. This request was due to the feedback from Public Works staff about the Hydrogen Sulfide (H2S) gas present along the sanitary sewer main which was generated from the upstream lift station. Inspections were completed to baseline the findings for the approximately 45 sanitary sewer manholes. A technical memorandum, determining the scope of work and next phase of engineering and design work required was generated (attached).

Amendment Request

The contract amendment will include lift station evaluation, design coordination meetings, draft & final construction documents, specifications & project manual, and opinion of probable cost. This work will be completed following the recommendations of the Technical Memorandum dated September 26, 2024.

The City Engineering and Public Works staff recommends approval.

AMENDMENT TO OWNER-ENGINEER AGREEMENT **AMENDMENT NO. 1**

Owner: **City of Dickinson**
Engineer: **Moore Engineering, Inc.**
Project: **Dickinson 2024 Sanitary Sewer Manhole Repairs (City Project No. 202423)**
Effective Date of Owner-Engineer Agreement: **June 18, 2024**
Nature of Amendment:

- ☒ Additional Services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☒ Modifications of payment to Engineer
- ☒ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Engineer will provide preliminary design, final design, as well as bidding phase services. The project will be designed according to recommendations outlined in the Technical Memorandum dated September 26, 2024 provided to Owner by Engineer, which summarized the sanitary sewer manhole inspection, condition assessment, and repairs alternatives. Owner has accepted the three recommendations outlined therein, including Option 1 for the 10th Ave. East structures, and directed Engineer to proceed accordingly.

Engineer's services include ongoing project management and coordination with Owner, including up to five (5) meetings with Owner to review the status and preliminary construction documents prior to submitting final deliverables, and following the bid opening. Engineer will also provide ongoing coordination with utility companies and other stakeholders to identify permits required for construction. Owner will pay applicable permitting fees, if necessary.

The following preliminary and final design services will be provided.

1. Pick up survey (1 mobilization) and utility one-call updates (12 locations)
2. Lift station evaluation including field reconnaissance
3. Design coordination meetings, internal and with applicable stakeholders (up to 4)
4. Draft and final construction drawings are anticipated to include:
    a. General sheets
    b. Plan notes
    c. Details
    d. Site plans (25 locations)
    e. Bypass plan
    f. Traffic control plan
    g. Lift station rehabilitation
5. Specifications and project manual
6. Opinion of probable construction costs (3 iterations)
7. Quality management (internal quality control reviews)

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Engineer anticipates submitting draft deliverables to Owner at 30%, 60% and 90% completion. The services included in the Amendment include attending design review meetings with Owner and making subsequent modifications to the construction documents following each milestone submittal.

The following bidding phase services will be provided.

1. Facilitate online bid document management via Quest CDN
2. Host virtual pre-bid meeting and online bid opening
3. Answer bidder questions and issue addenda (up to 2 addenda are anticipated)
4. Prepare bid tabulation and award recommendation

Agreement Summary:	
Original agreement amount:	$29,000
Net change for prior amendments:	$0
This amendment amount:	$97,700
Adjusted Agreement amount:	$126,700

Change in time for services: Services will be provided between January - May 2025

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **December 17, 2024**.

Owner: **City of Dickinson**	Engineer: **Moore Engineering, Inc.**
By: _____ (individual's signature)	By: _____ (individual's signature)
Date: _____ (date signed)	Date: _____ (date signed)
Name: _____ (typed or printed)	Name: Carl Jackson (typed or printed)
Title: _____ (typed or printed)	Title: Market Leader (typed or printed)

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ZIP STORAGE SUP (SUP-004-2024)

Presented by: City Planner, Natalie Birchak

CITY OF Dickinson North Dakota

SUP-004-2024
ZIP STORAGE SPECIAL USE PERMIT



CITY OF Dickinson North Dakota

SUP-004-2024
ZIP STORAGE SPECIAL USE PERMIT



CITY OF Dickinson North Dakota

SUP-004-2024
ZIP STORAGE SPECIAL USE PERMIT







CITY OF Dickinson North Dakota

ZIP STORAGE
CONVENIENCE STORAGE
SUP Staff Report

To: City of Dickinson Planning and Zoning Commission
From: City of Dickinson Community Development Services
Date: September 4, 2024
Re: SUP-004-2024 Special Use Permit Convenience Storage

OWNER
BNSF
2650 Lou Menk Drive MOB-2
Fort Worth TX 76131
(817) 233-5187
Isis.vidal@bnsf.com

APPLICANT
Zip Storage-David Knight
745 Grandview Drive
Providence UT 84332
(435) 890-0081
knightd22@gmail.com

Public Hearing	September 11, 2024	Planning and Zoning Commission
Final Action	December 17, 2024	City Commission

Request: The applicant is requesting approval of a special use permit application for a convenience storage facility for 440 units. The convenience storage facility would be located on a four (4) acre parcel at 677 Livestock Lane in the City of Dickinson. The property is zoned General Commercial (GC).

Staff recommends approval subject to conditions.

CURRENT ZONING	**GC**
FUTURE LAND USE MAP DESIGNATION	**COMMERCIAL**
GROSS SITE ACREAGE	**4.00**

ADJACENT ZONING & LAND USE		
Direction	**Zoning**	**Land Use**
North	GC	Commercial uses

East	GI	Undeveloped
South	LI	Commercial uses
West	GC	Commercial uses

BACKGROUND: Section 39.04.005 of the Zoning Ordinance allows for convenience storage facilities as a special use in the GC zoning district. Convenience storage facilities are subject to additional requirements as listed in Section 39.06.005.f of the Zoning Ordinance.

A special use permit for a convenience storage facility at this location was approved by the City Commission in 2013. Community Development staff determined a new special use permit is required for the following reasons:

- the applicant is proposing revisions to the layout and operation of the existing facility;
- the applicant is proposing the layout for their phase 2 operations; and
- the applicant is proposing to use a different type of storage container.

OPERATION: According to the applicant's transmittal letter, the proposed convenience storage facility will be developed with 440 units and a call center.

Proposed hours for the call center are 9:00 a.m. to 5:00 p.m. Units would be accessible using a gated keypad entry system from 6:00 a.m. to 11:00 p.m.

Access to the site would be provided from Livestock Lane.

The applicant proposes to continue using the three existing storage buildings. The applicant proposed to develop the rest of the property with portable storage containers manufactured by Boxwell Company.

COMPLIANCE WITH ZONING REGULATIONS: Per Section 39.06.005.f. of the Dickinson Municipal Code, convenience storage facilities in the GC zoning district are subject to the following additional requirements:

- The minimum size of a convenience storage facility shall be one acre.
- Activities within the facility shall be limited to the rental of storage cubicles and the administration and maintenance of the facility.
- All driveways within the facility shall provide a paved surface with a minimum width of 25 feet.
- All storage must be within enclosed buildings and shall not include the storage of hazardous materials.
- No storage buildings may open into required front yards.

- Facilities must maintain landscaped buffer-yards of 35 feet adjacent to any public right-of-way and 20 feet from the adjacent property lines if the adjacent properties are of a less intensive zoning district and/or unless greater setbacks are required by Article 39.08.

The current special use permit was approved with a waiver of the rear landscaped buffer-yard requirements. The applicant is requesting the same waiver. As the facility's rear yard is adjacent to the railroad tracks, staff does not object to the waiver request. Otherwise, staff finds the proposed revised project meets the additional requirements in Section 39.06.005.f.

Currently there are a number of vehicles and other items on the property that are stored outside. Section 39.03.007 of the Zoning Ordinance defined the convenience storage use as follows:

Storage services primarily for personal effects and household goods within enclosed storage areas having individual access but excluding use of such areas as workshops, hobby shops, manufacturing, or commercial activity. Typical uses include mini-warehousing.

Convenience storage does not allow outdoor storage. Convenience storage does not allow vehicle storage.

All vehicles parked on the property shall be removed prior to final approval of the SUP. All items currently stored outside shall be removed prior to final approval of the SUP.

COMPATIBILITY WITH LOCAL USES: The adjacent properties are developed with commercial and industrial uses.

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 storage units shall be limited to 440.**
- **Operation of the convenience storage facility shall be as described in this staff report as well as in the site plan and other material found in Attachment A.**
- **The development shall be exempt from the landscaped buffer-yard requirements on the portion of the project adjacent to the BSNF railroad tracks. Otherwise, the project shall be developed in conformance with Section 39.06.005.f. as well as with all applicable portions of the City of Dickinson Municipal Code.**
- **Prior to final approval of this convenience storage facility all vehicles parked on the property, as well as all items stored outside, shall be removed.**

- **In the event of a change in ownership or controlling interest in this convenience storage facility and the transfer of this special use permit, any successors and assigns of the original permittee shall comply with the requirements and conditions of this SUP. Within 30 days of such change in ownership or controlling interest of any entity owning the convenience storage facility, the parties to the transaction shall notify the City by letter. The letter shall be signed by the authorized representatives or agents of both the original permittee and the entity to which the permit is being transferred.**
- **Development and operation of the convenience storage facility 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 -004-2024 Zip Storage Convenience Storage*** *petition, subject to the conditions above, 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 -004-2024 the Zip Storage Convenience Storage*** *petition as NOT being compliant with the City of Dickinson Zoning Ordinance and as being contrary to interest of the public health, safety and welfare."*

RESOLUTION NO. _____ - 2024

A RESOLUTION APPROVING A SPECIAL USE PERMIT TO ZIP STORAGE FOR A CONVENIENCE STORAGE FACILITY AT 677 LIVESTOCK LANE, 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 Zip Storage for a convenience storage facility, 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 Zip Storage:

677 Livestock Lane, Dickinson, ND 58601
BNSF Lease Site #BF69076 in Section 3, Township 139 North, Range 96 West

The Special Use Permit is subject to the following conditions:

1. The maximum number of storage units shall be limited to 440.

2. Operation of the convenience storage facility shall be as described in this staff report as well as in the site plan and other material found in Attachment A to the Staff Report.

3. The development shall be exempt from the landscaped buffer-yard requirements on the portion of the project adjacent to the BSNF railroad tracks. Otherwise, the project shall be developed in conformance with Section 39.06.005.f. as well as with all applicable portions of the City of Dickinson Municipal Code.

4. Prior to final approval of this convenience storage facility all vehicles parked on the property, as well as all items stored outside, shall be removed.

5. In the event of a change in ownership or controlling interest in this convenience storage facility and the transfer of this special use permit, any successors and assigns

of the original permittee shall comply with the requirements and conditions of this SUP. Within 30 days of such change in ownership or controlling interest of any entity owning the convenience storage facility, the parties to the transaction shall notify the City by letter. The letter shall be signed by the authorized representatives or agents of both the original permittee and the entity to which the permit is being transferred.

6. Development and operation of the convenience storage facility shall comply with all applicable City, County, State and Federal regulations

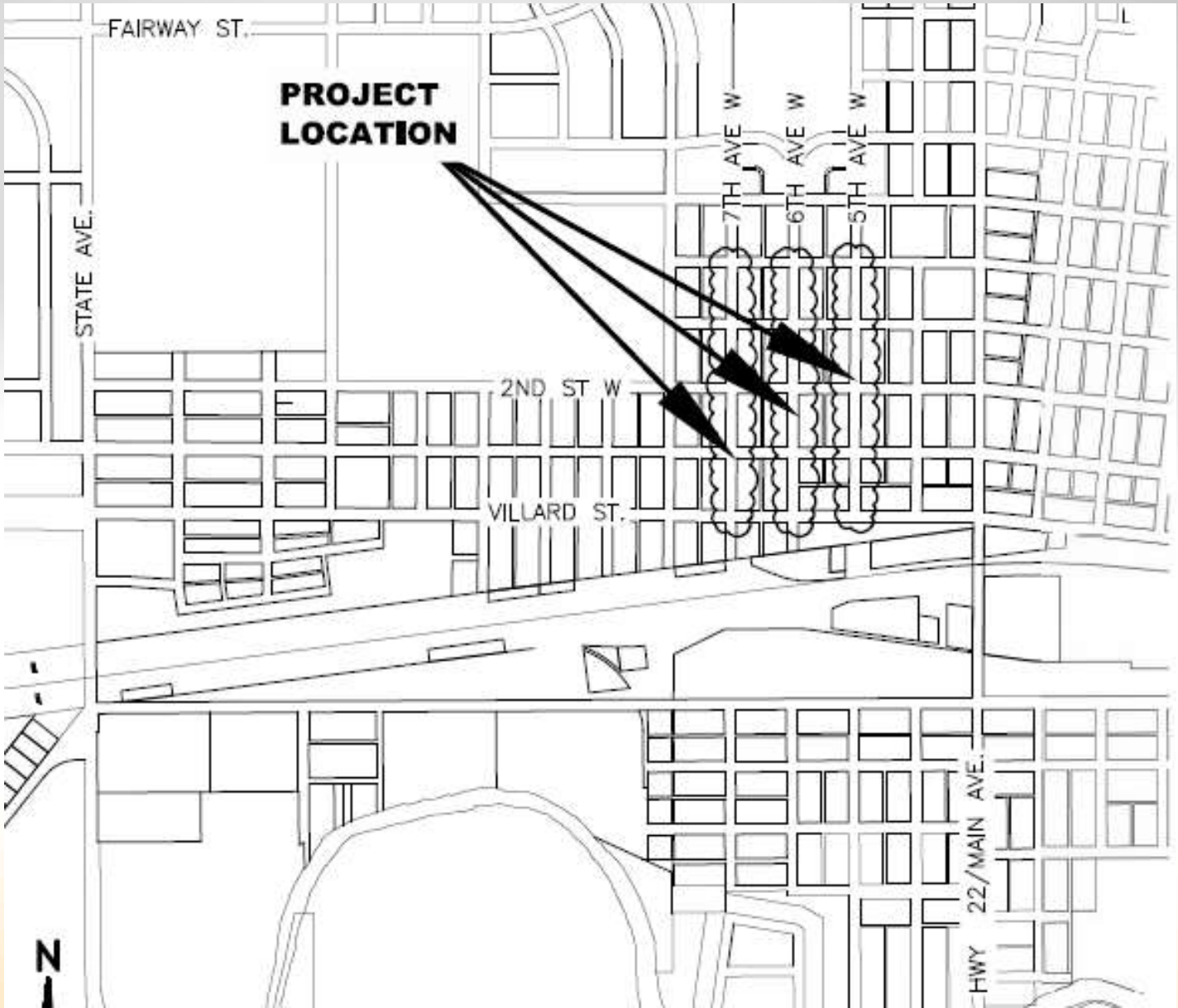
Dated this _____ day of September, 2024.

_____
Scott Decker, President
Board of City Commissioners

ATTEST:

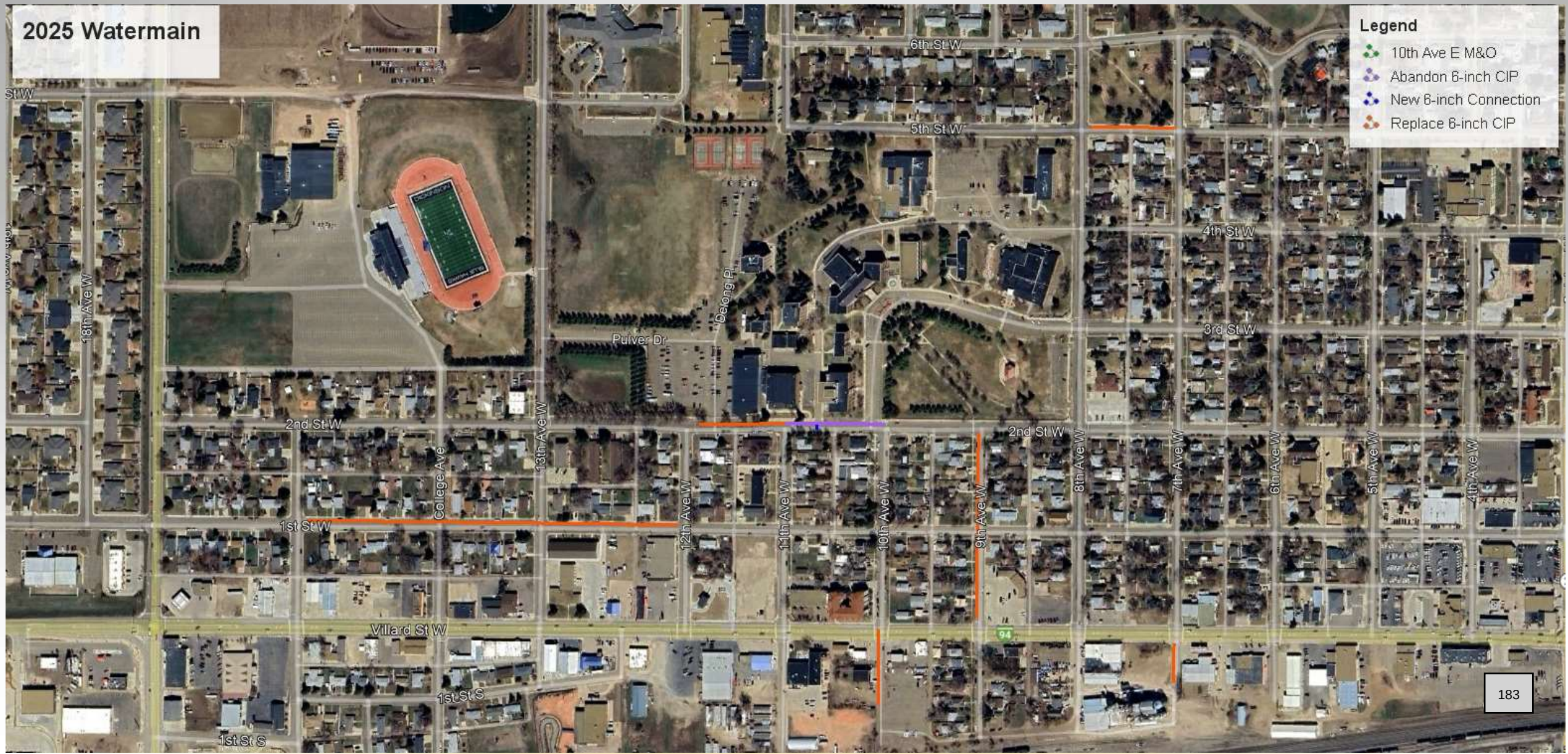
_____
Dustin Dassinger
Dickinson City Administrator

2024 Project DWSRF Loan



CITY OF Dickinson North Dakota

2025 Project DWSRF Loan



CITY OF Dickinson North Dakota

Engineering Memorandum

December 11, 2024

RE: December 17th Commission Meeting

2024-2025 WATERMAIN PROJECTS DRINKING WATER SRF LOAN RESOLUTION

For your consideration is resolution to execute the Drinking Water State Revolving Fund (DWSRF) Loan through the North Dakota Department of Environmental Quality. The loan details are listed below.

- The total DWSRF loan amount requested is of **$1,591,000** which is intended to be used for the water main replacements for the project.
- The remaining loan balance carries an interest rate of 2.0%.
- Samantha Buzalsky was authorized as the individual for the City of Dickinson to execute the loan administration at the June 4, 2024 City Commission meeting.

The City Engineering and Public Works staff recommends approval.

CITY OF DICKINSON, NORTH DAKOTA

BOND RESOLUTION
$1,591,000 SALES TAX REVENUE BOND, SERIES 2025

WHEREAS, the City of Dickinson, North Dakota (the "City") owns, operates and maintains a water utility system for the purpose of providing water facilities to its residents; and

WHEREAS, the Board of City Commissioners of the City finds that it is financially feasible and in its best interest to finance improvements to the City's water utility from sales tax revenues; and

WHEREAS, the electorate of the City has adopted a Home Rule Charter and a sales and use tax in accordance with Chapter 40-05.1 of the North Dakota Century Code (the "N.D.C.C."); and

WHEREAS, City Code Section 35.090 dedicates one-half percent (0.50%) of the one percent sales and use tax revenues raised and collected to, among other things, infrastructure (streets, water and sewer) and bonded indebtedness (the "Pledged Sales Tax"); and

WHEREAS, the City receives allocations of the Oil and Gas Gross Production Tax, which is derived from a percentage of the tax imposed and levied by the State of North Dakota pursuant to Chapter 57-51 of the N.D.C.C. upon all oil produced within the State; and

WHEREAS, the North Dakota Public Finance Authority (the "NDPFA") is authorized pursuant to N.D.C.C. Chapter 6-09.4 to lend money to political subdivisions of the State of North Dakota, to acquire and hold municipal securities issued by such political subdivisions, including those issued to construct, maintain, repair, and operate or cause to be operated, public wastewater and water system utilities, and to issue its bonds to pay the costs of acquiring such municipal securities; and

WHEREAS, the NDPFA has issued its bonds and has deposited the proceeds from the sale thereof together with other available funds in the Clean Water and Safe Drinking Water Act revolving loan funds created by NDCC Chapters 61-28.1 and 61-28.2 (the "Revolving Loan Funds") from which Revolving Loan Funds loans will be made to political subdivisions of the State, including the City to finance the costs of public water and wastewater system utilities and to assist public entities in connection with the financing of such facilities; and

WHEREAS, the City has made timely application to the North Dakota Department of Environmental Quality, Division of Municipal Facilities (the "Department") pursuant to the requirements of the Revolving Loan Funds to finance all or a portion of the cost of the Project; and

WHEREAS, the Department has approved the City's application for a loan from available proceeds of the bonds or other available funds of the NDPFA deposited in the Revolving Loan Funds in an amount not to exceed the cost of the Project.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City as follows:

SECTION 1. DEFINITIONS. As used in this Resolution, the following words shall have the following meanings:

"***Bond Fund***" means the Bond Fund established pursuant to Section 10 hereof.

"***Bonds***" or "***Bond***" means any of the City of Dickinson, North Dakota, Sales Tax Revenue Bond, Series 2025 issued pursuant to this Resolution.

"***Bondholders***" means the person or persons in whose name such Bond shall be registered.

"***City***" means the City of Dickinson, North Dakota, a North Dakota political subdivision and its successors and assigns.

"***Commission***" means the Board of City Commissioners of the City.

"***Construction Fund"*** means the Construction Fund established pursuant to Section 12 hereof.

"***Date of Issue***" means the date on which the aggregate draws under the Bond exceeds the lesser or $50,000 or five percent (5%) of the issue price of the Bond.

"***Default***" means any event specified in Section 17(a) of this Resolution.

"***Department***" means the North Dakota Department of Environmental Quality, Division of Municipal Facilities.

"***Facilities***" means the water, water treatment and distribution facilities of the City, including any improvements, betterments, additions, renewals and replacements thereto.

"***GPT Revenues***" means the allocations received by the City from the State Treasurer of the Oil and Gas Gross Production Tax pursuant to North Dakota Century Code Chapter 57-51.

"***Loan***" means the loan evidenced by the Municipal Securities, made by the NDPFA to the City pursuant to the Loan Agreement to finance or refinance all or a portion of the costs of the Project.

"***Loan Agreement***" means the State Revolving Fund Program Loan Agreement entered into between the NDPFA and the City and dated the Date of Issue.

"***Municipal Securities***" means the municipal securities, as such term is defined in the NDPFA Act, executed and delivered by the City to the NDPFA to evidence the Loan in accordance with this Resolution.

"***N.D.C.C.***" means the North Dakota Century Code.

"***NDPFA***" means the North Dakota Public Finance Authority.

"***Parity Bonds***" means the outstanding obligations identified in the Parity Bonds Certificate which is set forth elsewhere in the transcript for the Bonds, and any revenue bonds or other obligations of the City issued hereafter which comply with the provisions of Section 16 of this Resolution for the issuance of Parity Bonds.

"***Pledged Revenues***" means:

(*a*) the GPT Revenues;

(*b*) the Pledged Sales Tax;

(*c*) earnings on any funds or accounts created under this Resolution; and

(*d*) any source or additional sources of revenues, fees and income which may be added from time to time to the Pledged Revenues under the provisions of this Resolution or any resolution amendatory thereof or supplemental thereto, including any revenues, fees, income or any other sources of monies which may be authorized from time to time by action of the Commission.

"***Pledged Sales Tax***" means the revenues collected from the one-half percent (0.50%) sales and use tax levied pursuant to N.D.C.C. Chapter 40-05.1, the City of Dickinson Home Rule Charter and City Code Section 35.090.

"***Project***" means improvements to the Facilities consisting of, but not limited to, replacement of water main and associated appurtenances.

"***Registrar***" means the Bank of North Dakota, Bismarck, North Dakota, or any other entity which is under contract with the City to serve as paying agent and registrar for the Bonds and its successors and assigns.

"***Reserve Fund***" means the Reserve Fund established pursuant to Section 11 hereof.

"***Reserve Fund Requirement*** " means an amount equal to the least of: (i) 10% of the stated principal amount of the Bond, (ii) the maximum annual principal and interest payment requirement on the Bond, or (iii) 125% of the average annual debt service requirements on the Bond.

"***Resolution***" means this Resolution, including the Exhibits attached to, and hereby made a part hereof, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

"***State***" means the State of North Dakota.

SECTION 2. AUTHORIZATION. Pursuant to the authority of the City's Home Rule Charter, City Code Section 35.090 and Ordinances and the provisions of this Resolution, a bond of the City of Dickinson, North Dakota entitled to the benefits, protection and security of such provisions is hereby authorized in the aggregate principal amount of not to exceed One Million Five Hundred Ninety One Thousand Dollars ($1,591,000). The Bond shall be designated "$1,591,000 City of Dickinson, North Dakota, Sales Tax Revenue Bond, Series 2025", and shall be issued for the purpose of constructing the Project and paying related costs of issuance.

SECTION 3. SALE OF THE BOND. The Bond is hereby sold through negotiated sale to the NDPFA on the terms and conditions set forth herein at a purchase price of not to exceed $1,591,000, or such lesser amount as may be required for the completion of the Project. The City agrees to pay to the NDPFA the Administrative Fee as defined in the Loan Agreement. The Bond shall consist of a single term bond in the principal amount of not to exceed $1,591,000. The Bond shall be issued only in fully registered form without coupons.

SECTION 4. TERMS. The Bond shall be dated the date of issuance. The Bond shall mature on September 1, 2044 and shall bear interest at the rate of 1.50% payable on March 1 and September 1 in each year commencing on the first such date following the first loan advance.

The Bond is subject to annual mandatory principal installments commencing September 1, 2025 (or in no event later than September 1 following the date of Project completion), with the last principal payment being made on September 1, 2044, subject however to the final amortization schedule to be attached to the Bond upon the final loan advance in accordance with Section 2.02 of the Loan Agreement. The preliminary amortization schedule has been presented to this meeting and is hereby approved. Each loan advance shall be recorded on the grid on the reverse of the Bond.

Interest on the Bond (computed upon the basis of a 360-day year consisting of twelve months of 30 days each) and, upon presentation and surrender thereof to the Bank of North Dakota, as paying agent and registrar of the Bond, the principal thereof shall be payable in lawful money of the United States of America by check, wire, or other electronic transfer. Interest shall be payable to the person in whose name the Bond is registered at the close of business on the fifteenth (whether or not a business day) of the immediately preceding month. Interest on the Bond shall cease at maturity or on a date prior thereto on which they have been duly called for redemption unless the holder thereof shall present the same for payment and payment is refused. The Bond shall be payable from the Bond Fund established herein.

SECTION 5. REDEMPTION. The Bond is subject to prepayment or refunding on any interest payment date with the written consent of the NDPFA at a price equal to the principal amount thereof plus accrued interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

SECTION 6. PREPARATION AND EXECUTION; FORM OF BOND. The Bond shall be printed under the supervision and at the direction of the City Administrator, executed by the manual or facsimile signature of the President of the Commission, sealed with a manual or facsimile of the City's official seal, if any, and attested to by the manual or facsimile signature of the City Administrator and delivered to the NDPFA at closing upon receipt of the purchase price plus any accrued interest. The Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under this Resolution until the Certificate of Authentication thereon shall have been executed by the Registrar by manual signature of one of its authorized representatives. The Bond shall be reproduced in substantially the form on file with the City Administrator.

SECTION 7. DEDICATION OF PLEDGED REVENUES. The City hereby dedicates and pledges for annual payment of the principal and interest on the Bond, the Pledged Revenues. The levy and collection of the Pledged Sales Tax and the dedication of such shall be irrepealable so long as any principal of or interest on the Bond remains outstanding and unpaid.

To the extent needed, the City hereby dedicates and pledges for payment of the principal and interest on the Bond, an amount of the GPT Revenues, together with any other legally available funds, equal to 110% of the average annual interest and principal requirements on the Bond and Parity Bonds. The GPT Revenues may be used by the City for any lawful purpose, including as a pledge and security for additional bonds payable from the GPT Revenues. Such dedication shall be irrepealable so long as any principal or interest on the Bond remains outstanding and unpaid.

SECTION 8. SECURITY. The Bond shall be a limited obligation of the City, and shall be payable solely from the Pledged Revenues, as provided by this Resolution and do not constitute a debt of the City within the meaning of any constitutional or statutory limitation. The Bond shall not be payable from nor charged upon any funds other than the revenue pledged to the payment thereof, nor shall the City be subject to any pecuniary liability thereon. The Bond shall not constitute a charge, lien, nor encumbrance, legal or equitable, upon any property of the City and no Bondholder shall ever have the right to compel any exercise of the taxing power of the City to pay the principal or interest on the Bond, other than the Pledged Revenues herein pledged to the payment of the Bond.

SECTION 9. DISPOSITION OF BOND PROCEEDS. The estimated $1,591,000 proceeds derived from the sale of the Bond shall be deposited to the credit of the Construction Fund as advances are made pursuant to Section 2.02 of the Loan Agreement.

SECTION 10. BOND FUND. The City shall establish and maintain so long as the Bond is outstanding a separate fund to be designated the "Bond Fund." The Commission shall make the following deposits into the Bond Fund:

(*a*) Commencing on the first day of the month following the Date of Issue, and monthly thereafter the City will deposit into the Bond Fund Pledged Revenues in an amount equal to one-sixth (1/6) of the amount necessary to pay Bond interest and the Administrative Fee which will become due on the next interest payment date after crediting the amount of accrued interest and any earnings on the Bond Fund. Prepayment of monthly deposits will fulfill this requirement. Notwithstanding the foregoing, the City shall deposit into the Bond Fund from the Pledged Revenues an amount sufficient to permit all interest due on the Bond to be paid on the date it is due.

(*b*) Commencing on the first day of the month following the Date of Issue, and monthly thereafter, the City will deposit into the Bond Fund Pledged Revenues in an amount equal to one-twelfth (1/12) of the amount necessary to pay any Bond principal which will become due on the next principal payment date. Prepayment of monthly deposits will fulfill this requirement. Notwithstanding the foregoing, the City will deposit into the Bond Fund from the Pledged Revenues an amount sufficient to permit all principal due on the Bonds to be paid on the date it is due.

(*c*) On each principal and interest payment date, from funds on deposit in the Reserve Fund, such additional amounts, if any, as may be necessary to meet principal and interest payments then due.

Deposits required to be made pursuant to Sections 10(a) and 10(b) above are cumulative, and if the Pledged Revenues is not sufficient to credit the amount required in any month, an amount equal to the deficiency shall be credited from the next Pledged Revenues thereafter received. The moneys and investments in the Bond Fund are irrevocably pledged to and shall be used to the extent required for the payment of principal of and interest on the Bond when and as the same shall become due and payable and for that purpose only.

SECTION 11. RESERVE FUND. The City shall maintain a balance in the Reserve Fund at least equal to the Reserve Fund Requirement. If at any time the balance in the Reserve Fund is less than the Reserve Fund Requirement, the City will transfer Pledged Revenues to the Reserve Fund.

The City shall fund the Reserve Fund Requirement from Pledged Revenues in the amount of $19,570 each September 1 commencing September 1, 2025, and on each September 1 thereafter with the final deposit made on September 1, 2029 totaling $97,850. The Reserve Fund requirement is based upon total draws of $1,591,000. In the event that the City draws less than $1,591,000 the Reserve Fund Requirement shall be adjusted downward.

Moneys required to be maintained in the Reserve Fund will be used only to pay principal and interest on the Bond, and only in the event that the Pledged Revenues and moneys in the Bond Fund are insufficient to pay Bond principal, premium, if any, and interest when due; provided, however, that when the balances of the Bond Fund and the Reserve Fund equal an amount sufficient to redeem or pay at maturity all outstanding Bond, together with interest thereon and premium, if any, said balances may be applied to such redemption or payment at maturity, as the case may be, whether or not other moneys are available for such payment.

Any amounts on deposit in the Reserve Fund, including interest earnings, in excess of the Reserve Fund Requirement shall be transferred to the Bond Fund. Any surplus remaining in the Reserve Fund after the Bond has been paid may be used for any lawful purpose determined by the City.

SECTION 12. CONSTRUCTION FUND. The Commission shall establish a Construction Fund and shall deposit to the credit of such Fund the proceeds of the Bond as set forth in Section 9 hereof.

As bond proceeds are needed for Project costs, the City shall submit requests in accordance with Section 2.02 of the Loan Agreement. Loan advances shall be recorded on the grid on the back of the Bond. Monies in the Construction Fund from such proceeds and earnings shall be used for payment of the cost of the Project and costs of issuance of the Bond to include reimbursement to the City for advances made for such costs or to refund amounts borrowed for the Project, and for no other purpose.

Moneys in the Construction Fund shall be deposited with a qualified depository and any deposits in excess of the amount insured or guaranteed by the Federal Deposit Insurance Corporation or the National Credit Union Administration shall be collateralized in accordance with Section 21-04-09 of the North Dakota Century Code. Moneys in the Construction Fund shall be subject to withdrawal from time to time by the President and City Administrator for the purposes set forth above.

Moneys in the Construction Fund may be invested in such investments as are authorized by law for the City. Earnings from investment of the funds in the Construction Fund shall remain in the Construction Fund and shall be treated and disbursed as Bond proceeds. Any proceeds of the Bond and any interest earnings thereon remaining in the Construction Fund after payment of all outstanding interim indebtedness, costs of the project, reimbursement of prior expenditures and issuance costs shall be transferred to the Bond Fund.

SECTION 13. RATE COVENANT. The City covenants that it will charge fees in connection with the operation of the Facilities which, together with the Pledged Revenues, are projected to generate at least equal to 1.10 times the annual debt service on all outstanding Bond and Parity Bonds. If the Pledged Revenues fail to meet this level, the City shall promptly increase its fees to a level, or appropriate Pledged Revenues which are projected to meet the required level.

SECTION 14. GENERAL COVENANTS. The City hereby covenants and agrees with the owners of all outstanding Bond as follows:

(*a*) That it will, to the extent the Pledged Revenues are sufficient, promptly cause the principal and interest on the Bond to be paid as they become due.

(*b*) That it will levy and collect the Pledged Revenues herein appropriated for the payment of the Bond.

(*c*) That it will take such action as may be required, to the extent of applicable laws and regulations, to receive and continue to receive distributions from the State Treasurer of the Oil and Gas Gross Production Tax.

(*d*) That it will, fully and properly perform each and all of the duties prescribed by the N.D.C.C., the City's Home Rule Charter and City Code, and applicable Ordinances of the City.

(*e*) That it will maintain complete books and records relating to the Pledged Revenues, the operation of the Facilities, the Construction Fund, the Bond Fund and the Reserve Fund and will cause such books and records to be audited annually at the end of each fiscal year in accordance with Generally Accepted Accounting Standards. The audit report shall be made available to the purchaser of the Bond upon request.

(*f*) That it will not issue bonds or other obligations having a claim equal or superior to the claim of the Bond upon the Pledged Sales Tax other than as provided herein.

SECTION 15. REGISTRATION AND TRANSFER. The Bond is transferable upon the books of and at the principal office of the Registrar, by the registered owner thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange. No transfer of Bonds shall be required to be made during the fifteen days next preceding an interest payment date, nor during the forty-five days next preceding the date fixed for redemption of such Bonds.

The Bond shall be registered as to both principal and interest and the Registrar shall establish and maintain a register for the purposes of recording the names and addresses of the registered owners or assigns, the dates of such registration and the due dates and amounts for payment of principal and interest on the Bond; and the City and the Registrar may deem and treat the person in whose name any Bond is registered as the absolute owner thereof, whether the Bond is overdue or not, for the purpose

of receiving payment and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

SECTION 16. PARITY BONDS. The City may issue Parity Bonds to provide funds to finance the acquisition, construction and equipping of Facilities, the repair and improvement of Facilities, or the refunding of outstanding bonds, or for other authorized purposes of the Pledged Sales Tax, upon the following conditions:

(*a*) No Default has occurred and is continuing;

(*b*) At the time of the issuance of the Parity Bonds there is no deficiency in the Bond Fund or the Reserve Fund; and

(*c*) Pledged Sales Tax collected during the fiscal year preceding the year in which the proposed Parity Bonds are to be issued and other funds irrevocably appropriated for the purpose were not less than 1.10 times the average annual principal and interest requirements (including principal and interest on the proposed Parity Bonds) for any future fiscal year during which bonds are outstanding; or the estimated Pledged Sales Tax for each of the next three (3) fiscal years will be at least equal to 1.10 times the average annual debt service on all outstanding bonds (including the proposed Parity Bonds) for any future year during which bonds are outstanding.

All Parity Bonds issued in accordance with this Section shall have a lien on the Pledged Sales Tax which is equal to the lien of the Bond and all Parity Bonds issued in accordance with this Section. Nothing in this Resolution shall preclude the City from issuing subordinate lien bonds or from providing payments on other obligations which are expressly made a charge on only the surplus Pledged Sales Tax subordinate to the pledge of Pledged Sales Tax to the Bond authorized hereunder. Notwithstanding the foregoing, the City may issue Parity Bonds with the written consent of the owners of all of the outstanding principal of the Bond.

SECTION 17. DEFAULT AND REMEDIES.

(*a*) The following events shall constitute Default:

(*i*) failure to pay Bond principal or interest when due; or

(*ii*) failure to perform any other obligation of the City imposed by the Resolution or the Bond, but only if:

(*A*) the failure continues for a period of more than ninety (90) days after demand has been made on the City to remedy the failure, and

(*B*) the City fails to take reasonable steps to remedy the failure within that ninety-day period; provided, however, that if a remedy or Default in this Section contradicts any provision in the Loan Agreement the provision in the Loan Agreement shall prevail; or

(*iii*) imposition of a receivership upon the City; or

(*iv*) written admission by the City that the City is unable to pay its debts as they become due.

(*b*) Upon Default, any Bondholder may exercise any remedy available at law or in equity.

A right or remedy conferred by this Section upon any bondholder is not intended to be exclusive of any other right or remedy, but each such right or remedy is cumulative and in addition to every other right or remedy and may be exercised without exhausting and without regard to any other remedy conferred by this chapter or by any other law of the State.

SECTION 18. INSURANCE AND FIDELITY BOND. The City covenants to maintain insurance appropriate to the risks associated with operation of its Facilities and pursuant to the terms of the Loan Agreement.

SECTION 19. LEASES. The City may lease as lessor or make contracts or grant licenses for the operation of, or grant easements or other rights with respect to any part of the Facilities if such lease, contract, license, easement or right does not, in the opinion of the City, impede the operation of the Facilities, or violate any term or condition of the Loan Agreement, and in the opinion of the City's bond counsel and the NDPFA's counsel, does not affect the tax-exempt status of the Bond.

SECTION 20. AMENDMENT OF RESOLUTION. This Resolution may not be amended without the consent of the Bondholders.

SECTION 21. DISCHARGE. When the Bond, and the interest thereon, have been discharged as provided in this Section, all pledges, covenants and other rights granted by this Resolution shall cease. The City may discharge the Bond due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond or interest thereon should not be paid when due, the same may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The City may also discharge all prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of the redemption thereof has been duly given as provided herein. The City may also discharge all or part of the Bonds at any time by irrevocably depositing in escrow with a suitable bank or trust company for the purpose of paying all or part of the principal and interest due on such Bonds prior to the date upon which the same will be prepayable according to their terms, and paying such Bonds on that date, a sum of cash and securities which are general obligations of the United States or securities the principal and interest payments on which are guaranteed by the United States, or deposits in the Bank of North Dakota which, as provided by N.D.C.C. Section 6-09-10, are guaranteed by the state, in such aggregate amount, bearing interest at such rates and maturing or callable at the holder's option on such dates as shall be required to provide funds sufficient for this purpose; provided that notice of the redemption of all prepayable Bonds on or before such date has been duly given as required herein.

SECTION 22. OTHER DOCUMENTS AND PROCEEDINGS. The officers of the City are hereby authorized and directed to execute and carry out or cause to be carried out the obligations which are necessary or advisable in connection with this Resolution and the issuance, sale and delivery of the Bond. The officers of the City are further authorized and directed to prepare, execute and furnish to the attorneys passing on the legality of the Bond, certified copies of all proceedings, ordinances, resolutions and records and all such certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Bond, and all certified copies, certificates, affidavits and other instruments so furnished shall constitute representations of the City as to the correctness of all facts stated or recited therein. Delivery of the Bond is subject to the approving opinion of bond counsel and customary closing certificates, including a certificate as to absence of material litigation and an arbitrage certificate

SECTION 23. LOAN AGREEMENT. The Loan Agreement, in substantially the form presented to the City at this meeting, is hereby accepted and authorized to be executed on behalf of the City by its President of the Commission and City Administrator (the "Authorized Officers"), with such modifications as may be approved by the Authorized Officers. The Authorized Officers are authorized and directed to execute the Loan Agreement and to deliver it to the NDPFA, which execution and delivery shall be conclusive evidence of the approval of any modifications with respect to the Loan Agreement. The City shall provide audited financial statements as set out in Section 3.01(f) of the Loan Agreement.

SECTION 24. LOAN FORGIVENESS. During the pendency of the Loan, the City may be offered a certain amount of loan forgiveness by the Department and the NDPFA to reduce the principal amount loaned to the City. The City acknowledges that any such loan forgiveness would be made available by the Department and the NDPFA in connection with receiving and administering federal Capitalization Grants under the State Revolving Fund Program. The City agrees to accept any such loan forgiveness offered to it in connection with the Loan Agreement without any further action.

SECTION 25. TAX COVENANTS. The City covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Bond under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The City will not directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City or take or omit to take any action that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code. To that end, the City will comply with all requirements of Section 148 of the Code and any applicable regulations to the extent applicable to the Bond. In the event that any time the City is of the opinion that for purposes of this Section 25 it is necessary to restrict or limit the yield on the investment of any moneys held in the Bond Fund, the Construction Fund or the Reserve Fund, the City shall take such action as may be necessary.

Without limiting the generality of the foregoing, the City agrees that there shall be paid from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the Bond from time to time. This covenant shall survive payment in full or defeasance of the Bond.

Notwithstanding any provision of this Section, if the City receives an opinion of nationally recognized bond counsel to the effect that any action required under this Section is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of the

interest on the Bond pursuant to Section 103 of the Code, the City may rely conclusively on such opinion in complying with the provisions hereof.

The City covenants and agrees that not in excess of ten percent (10%) of the proceeds of the Bonds will be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit ("Private Business Use") if, in addition, the payment of more than ten percent (10%) of the principal or ten percent (10%) of the interest due on the Bond during the term thereof is, under the terms of the Bond or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for Private Business Use or in payments in respect of property used or to be used for Private Business Use or is to be derived from payments in respect of property or borrowed money used or to be used for Private Business Use. Use of the Facilities by a trade or business on the same basis as the general public is not Private Business Use.

SECTION 26. QUALIFIED TAX-EXEMPT OBLIGATION. The City hereby designates the Bond as a "qualified tax-exempt obligation" under Section 265 of the Code relating to the deduction allowed financial institutions for interest expense allocable to tax-exempt interest. The City represents that: (i) the Bond is not private activity bonds under the private activity bond definition in the Code; (ii) the reasonably anticipated amount of qualified tax-exempt obligations (other than private activity bonds except for "qualified 501(c)(3) bonds" as defined in the Code) which will be issued during 2025 will not exceed $10,000,000; and (iii) not more than $10,000,000 of qualified tax-exempt obligations will be designated by the City (including any subordinate entities) for the calendar year 2025.

SECTION 27. [RESERVED].

SECTION 28. BUY AMERICAN REQUIREMENT. The City shall comply with all federal requirements applicable to the loan (including those imposed by the 2014 Appropriations Act, Public Law No. 113-76 and related SRF regulations and policy guidelines) which the City understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States (the "American Iron and Steel Requirement") unless (i) the City has requested and obtained a waiver from the Department pertaining to the Project or (ii) the Department or NDPFA has otherwise advised the City in writing that the American Iron and Steel Requirement is not applicable to the Project.

SECTION 29. DAVIS BACON AND RELATED ACTS. The City shall, to the extent applicable to the Loan or any related grant, comply with the Davis Bacon and Related Acts requirements (40 U.S.C. 3141,et seq.).

SECTION 30. LOBBYING AND LITIGATION. The City shall comply with Title 40 CFR Part 34, New Restrictions on Lobbying pursuant to Section 2 of the Certificate Relating to Lobbying and Litigation as executed by the Authorized Officers.

SECTION 31. RECORD AND REPORTING REQUIREMENTS. The City shall comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency, the Department or the NDPFA such as performance indicators of program deliverables, information on costs and project progress. The City understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and the

American Iron and Steel Requirement may be a default hereunder that results in a repayment of the loan in advance of the maturity of the Bond and/or other remedial actions.

SECTION 32. CERTIFICATES. The President and City Administrator, in consultation with counsel, are hereby authorized to deliver a Certificate which cures ambiguities, defects or omissions herein, corrects, amends or supplements any provision herein, all in furtherance of the financing contemplated herein, including adjustments to the amortization schedule and payment dates.

SECTION 33. ELECTRONIC SIGNATURES. The Commission authorizes the President and the City Administrator to execute documents relating to the issuance of the Bond using electronic signatures. The electronic signatures of the President and the City Administrator shall be as valid as an original signature of such official and shall be effective to bind such official to any document relating to the issuance of the Bond. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means.

Dated: December 17, 2024.

CITY OF DICKINSON, NORTH DAKOTA Attest:

_____ _____

President, Board of City Commissioners City Administrator

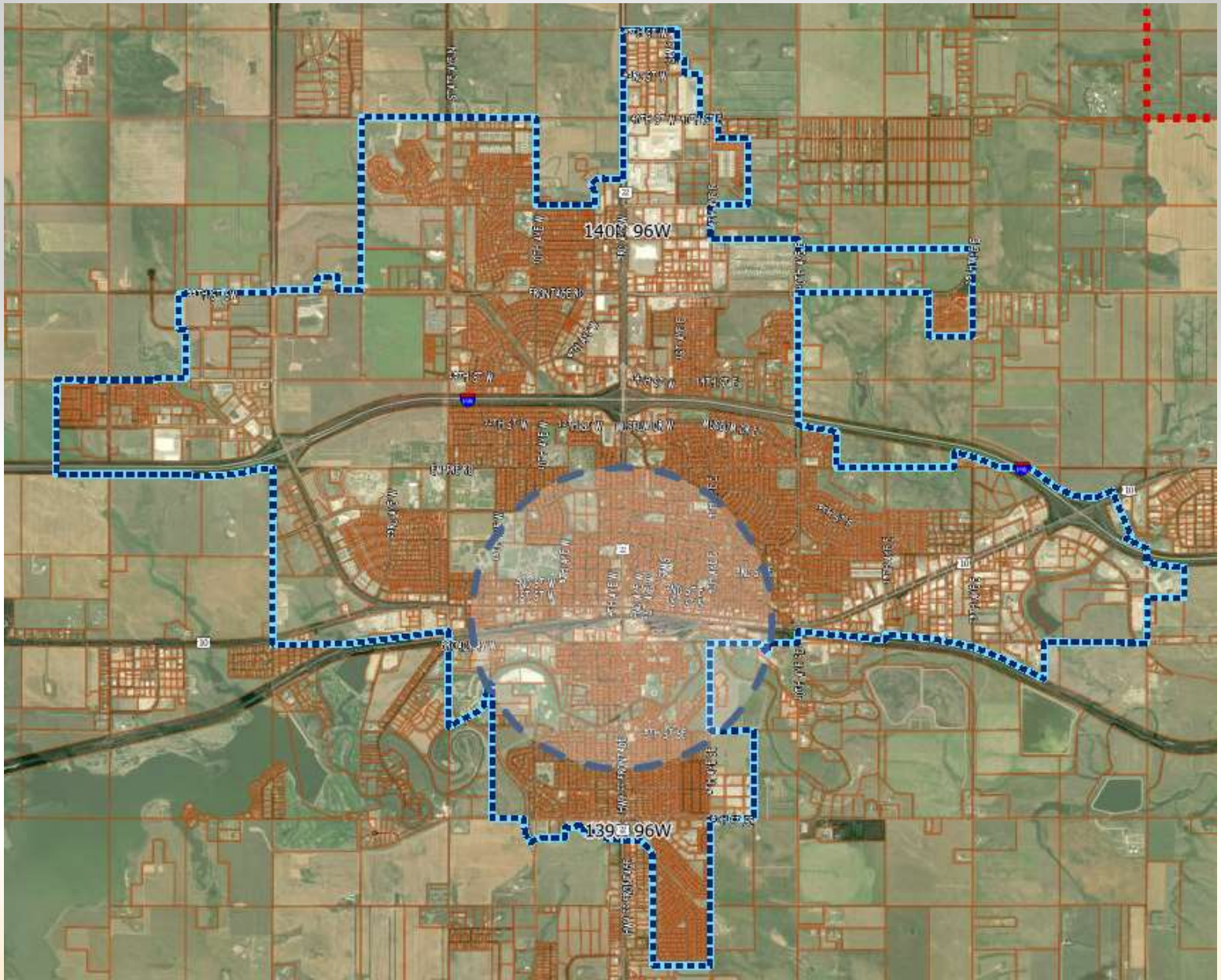
The governing body of the City acted on the foregoing resolution at a properly noticed meeting held in Dickinson, North Dakota, on December 17, 2024, with the motion for adoption made by _____ and seconded by _____, and the roll call vote on the motion was as follows:

"Aye" _____

"Nay" _____

Absent _____

Lead Service Line Replacement Area



CITY OF Dickinson North Dakota

CITY OF Dickinson North Dakota

Engineering Memorandum

December 11, 2024

RE: December 17th Commission Meeting

LEAD SERVICE LINE REPLACEMENT SRF LOAN RESOLUTION

For your consideration is resolution to execute the Drinking Water State Revolving Fund (DWSRF) Loan through the North Dakota Department of Environmental Quality. The loan details are listed below.

- The total DWSRF loan amount requested is of **$2,000,000** which is intended to be used only for lead service line replacements throughout the City of Dickinson.
- The DWSRF loan includes lead service line forgiveness maximum of **$1,500,000** at an interest rate of 0.5%.
- The City of Dickinson will have the opportunity to utilize this loan over the next several years to replace the lead service lines.
- Based on the current estimates, this loan is anticipated to fund the remaining lead service lines in the City of Dickinson. The City of Dickinson lead service line inventory data shows approximately 150 lead service lines will be replaced utilizing this loan.
- Samantha Buzalsky was authorized as the individual for the City of Dickinson to execute the loan administration at the April 16, 2024 City Commission meeting.

The City Engineering and Public Works staff recommends approval.

CITY OF DICKINSON, NORTH DAKOTA

BOND RESOLUTION
$2,000,000 WATER REVENUE BOND, SERIES 2025

WHEREAS, the City of Dickinson, North Dakota (the "City") owns, operates and maintains a water utility system for the purpose of providing water facilities to its residents; and

WHEREAS, the Board of City Commissioners of the City finds that it is financially feasible and in its best interest to finance improvements to the City's water utility from water utility revenues; and

WHEREAS, the City receives allocations of the Oil and Gas Gross Production Tax, which is derived from a percentage of the tax imposed and levied by the State of North Dakota pursuant to Chapter 57-51 of the N.D.C.C. upon all oil produced within the State; and

WHEREAS, the North Dakota Public Finance Authority (the "NDPFA") is authorized pursuant to N.D.C.C. Chapter 6-09.4 to lend money to political subdivisions of the State of North Dakota, to acquire and hold municipal securities issued by such political subdivisions, including those issued to construct, maintain, repair, and operate or cause to be operated, public wastewater and water system utilities, and to issue its bonds to pay the costs of acquiring such municipal securities; and

WHEREAS, the NDPFA has issued its bonds and has deposited the proceeds from the sale thereof together with other available funds in the Clean Water and Safe Drinking Water Act revolving loan funds created by NDCC Chapters 61-28.1 and 61-28.2 (the "Revolving Loan Funds") from which Revolving Loan Funds loans will be made to political subdivisions of the State, including the City to finance the costs of public water and wastewater system utilities and to assist public entities in connection with the financing of such facilities; and

WHEREAS, the City has made timely application to the North Dakota Department of Environmental Quality, Division of Municipal Facilities (the "Department") pursuant to the requirements of the Revolving Loan Funds to finance all or a portion of the cost of the Project; and

WHEREAS, the Department has approved the City's application for a loan from available proceeds of the bonds or other available funds of the NDPFA deposited in the Revolving Loan Funds in an amount not to exceed the cost of the Project; and

WHEREAS, applicable Safe Drinking Water Capitalization Grants require that a portion of the grants be used for loan forgiveness and the City has been approved for partial principal forgiveness.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City as follows:

SECTION 1. DEFINITIONS. As used in this Resolution, the following words shall have the following meanings:

"***Bond Fund***" means the Bond Fund established pursuant to Section 10 hereof.

"***Bonds***" or "***Bond***" means the City of Dickinson, North Dakota, Water Revenue Bond, Series 2025 issued pursuant to this Resolution.

"***Bondholders***" means the person or persons in whose name such Bond shall be registered.

"***City***" means the City of Dickinson, North Dakota, a North Dakota political subdivision and its successors and assigns.

"***Commission***" means the Board of City Commissioners of the City.

"***Construction Fund"*** means the Construction Fund established pursuant to Section 12 hereof.

"***Date of Issue***" means the date on which the aggregate draws under the Bond exceeds the lesser or $50,000 or five percent (5%) of the issue price of the Bond.

"***Default***" means any event specified in Section 17(a) of this Resolution.

"***Department***" means the North Dakota Department of Environmental Quality, Division of Municipal Facilities.

"***Facilities***" means the water, water treatment and distribution facilities of the City, including any improvements, betterments, additions, renewals and replacements thereto.

"***GPT Revenues***" means the allocations received by the City from the State Treasurer of the Oil and Gas Gross Production Tax pursuant to North Dakota Century Code Chapter 57-51.

"***Gross Revenues***" means (a) all fees and charges collected for use of the Facilities, and (b) solely with respect to the Facilities (i) revenues from other activities furnished by the City, (ii) revenues from product sales, and (iii) other revenues collected by the City; however, Gross Revenues does not include: (a) collection of ad valorem taxes; (b) payments of assessments levied against benefitted properties; (c) the proceeds of grants; (d) the proceeds of borrowing for capital improvements; (e) the proceeds of liability insurance; and (f) the proceeds of casualty insurance which the City intends to utilize for repair or replacement of the Facilities.

"***Loan***" means the loan evidenced by the Municipal Securities, made by the NDPFA to the City pursuant to the Loan Agreement to finance or refinance all or a portion of the costs of the Project.

"***Loan Agreement***" means the State Revolving Fund Program Loan Agreement entered into between the NDPFA and the City and dated the Date of Issue.

"***Municipal Securities***" means the municipal securities, as such term is defined in the NDPFA Act, executed and delivered by the City to the NDPFA to evidence the Loan in accordance with this Resolution.

"***Net Revenues***" means Gross Revenues less Operating Expenses.

"***N.D.C.C.***" means the North Dakota Century Code.

"***NDPFA***" means the North Dakota Public Finance Authority.

"***Operating Expenses***" means all normal, reasonable and current expenses incurred for operation, maintenance and repair of the Facilities, including but not limited to administrative expenses, financial and auditing expenses, insurance premiums, claims (to the extent moneys are not available from proceeds of insurance), taxes, legal and engineering expenses relating to operation and maintenance, payments and reserves for pension, retirement, health, hospitalization, and sick leave benefits, payments to reserve funds, and any other similar expenses to be paid to the extent properly and directly attributable to operations of the Facilities, but excluding depreciation, debt service, amortization and capital expenditures.

"***Parity Bonds***" means the outstanding obligations identified in the Parity Bonds Certificate which is set forth elsewhere in the transcript for the Bonds, and any revenue bonds or other obligations of the City issued hereafter which comply with the provisions of Section 16 of this Resolution for the issuance of Parity Bonds.

"***Pledged Revenues***" means:

(*a*) the GPT Revenues;

(*b*) the Net Revenues;

(*c*) earnings on any funds or accounts created under this Resolution; and

(*d*) any source or additional sources of revenues, fees and income which may be added from time to time to the Pledged Revenues under the provisions of this Resolution or any resolution amendatory thereof or supplemental thereto, including any revenues, fees, income or any other sources of monies which may be authorized from time to time by action of the Commission.

"***Project***" means improvements to the Facilities consisting of, but not limited to, lead service line replacement and associated appurtenances.

"***Registrar***" means the Bank of North Dakota, Bismarck, North Dakota, or any other entity which is under contract with the City to serve as paying agent and registrar for the Bonds and its successors and assigns.

"***Reserve Fund***" means the Reserve Fund established pursuant to Section 11 hereof.

"***Reserve Fund Requirement*** " means an amount equal to the least of: (i) 10% of the stated principal amount of the Bond, (ii) the maximum annual principal and interest payment requirement on the Bond, or (iii) 125% of the average annual debt service requirements on the Bond.

"***Resolution***" means this Resolution, including the Exhibits attached to, and hereby made a part hereof, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

"***State***" means the State of North Dakota.

SECTION 2. AUTHORIZATION. Pursuant to the authority of Chapter 40-35 of the N.D.C.C. and the provisions of this Resolution, a bond of the City of Dickinson, North Dakota entitled to the benefits, protection and security of such provisions is hereby authorized in the aggregate principal amount of not to exceed Two Million Dollars ($2,000,000). The Bond shall be designated "$2,000,000 City of Dickinson, North Dakota, Water Revenue Bond, Series 2025", and shall be issued for the purpose of constructing the Project and paying related costs of issuance.

Provided that following closing on the Bond and after the Loan is fully funded and all applicable requirements of the Department of Environmental Quality have been met by the City, $1,500,000 of the maximum principal amount of the Loan shall be forgiven, leaving a maximum Loan amount of $500,000.

SECTION 3. SALE OF THE BOND. The Bond is hereby sold through negotiated sale to the NDPFA on the terms and conditions set forth herein at a purchase price of not to exceed $2,000,000, or such lesser amount as may be required for the completion of the Project. The City agrees to pay to the NDPFA the Administrative Fee as defined in the Loan Agreement. The Bond shall consist of a single term bond in the principal amount of not to exceed $2,000,000. The Bond shall be issued only in fully registered form without coupons.

SECTION 4. TERMS. The Bond shall be dated the date of issuance. The Bond shall mature on September 1, 2049 and shall bear interest at the rate of 0% (plus an Administrative Fee as forth in the Loan Agreement) payable on March 1 and September 1 in each year commencing on the first such date following the first loan advance.

The Bond is subject to annual mandatory principal installments commencing September 1, 2030 (or in no event later than September 1 following the date of Project completion), with the last principal payment being made on September 1, 2049, subject however to the final amortization schedule to be attached to the Bond upon the final loan advance in accordance with Section 2.02 of the Loan Agreement. The preliminary amortization schedule has been presented to this meeting and is hereby approved. Each loan advance shall be recorded on the grid on the reverse of the Bond.

Interest on the Bond (computed upon the basis of a 360-day year consisting of twelve months of 30 days each) and, upon presentation and surrender thereof to the Bank of North Dakota, as paying agent and registrar of the Bond, the principal thereof shall be payable in lawful money of the United States of America by check, wire, or other electronic transfer. Interest shall be payable to the person in whose name the Bond is registered at the close of business on the fifteenth (whether or not a business day) of the immediately preceding month. Interest on the Bond shall cease at maturity or on a date prior thereto on which they have been duly called for redemption unless the holder thereof shall present the same for payment and payment is refused. The Bond shall be payable from the Bond Fund established herein.

SECTION 5. REDEMPTION. The Bond is subject to prepayment or refunding on any interest payment date with the written consent of the NDPFA at a price equal to the principal amount

thereof plus accrued interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

SECTION 6. PREPARATION AND EXECUTION; FORM OF BOND. The Bond shall be printed under the supervision and at the direction of the City Administrator, executed by the manual or facsimile signature of the President of the Commission, sealed with a manual or facsimile of the City's official seal, if any, and attested to by the manual or facsimile signature of the City Administrator and delivered to the NDPFA at closing upon receipt of the purchase price plus any accrued interest. The Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under this Resolution until the Certificate of Authentication thereon shall have been executed by the Registrar by manual signature of one of its authorized representatives. The Bond shall be reproduced in substantially the form on file with the City Administrator.

SECTION 7. DEDICATION OF PLEDGED REVENUES. The City hereby dedicates and pledges for annual payment of the principal and interest on the Bond, the Pledged Revenues. The levy and collection of the Net Revenues and the dedication of such shall be irrepealable so long as any principal of or interest on the Bond remains outstanding and unpaid.

To the extent needed, the City hereby dedicates and pledges for payment of the principal and interest on the Bond, an amount of the GPT Revenues, together with any other legally available funds, equal to 110% of the average annual interest and principal requirements on the Bond and Parity Bonds. The GPT Revenues may be used by the City for any lawful purpose, including as a pledge and security for additional bonds payable from the GPT Revenues. Such dedication shall be irrepealable so long as any principal or interest on the Bond remains outstanding and unpaid.

SECTION 8. SECURITY. The Bond shall be a limited obligation of the City, and shall be payable solely from the Pledged Revenues, as provided by this Resolution and do not constitute a debt of the City within the meaning of any constitutional or statutory limitation. The Bond shall not be payable from nor charged upon any funds other than the revenue pledged to the payment thereof, nor shall the City be subject to any pecuniary liability thereon. The Bond shall not constitute a charge, lien, nor encumbrance, legal or equitable, upon any property of the City and no Bondholder shall ever have the right to compel any exercise of the taxing power of the City to pay the principal or interest on the Bond, other than the Pledged Revenues herein pledged to the payment of the Bond.

SECTION 9. DISPOSITION OF BOND PROCEEDS. The estimated $2,000,000 proceeds derived from the sale of the Bond shall be deposited to the credit of the Construction Fund as advances are made pursuant to Section 2.02 of the Loan Agreement.

SECTION 10. BOND FUND. The City shall establish and maintain so long as the Bond is outstanding a separate fund to be designated the "Bond Fund." The Commission shall make the following deposits into the Bond Fund:

(*a*) Commencing on the first day of the month following the Date of Issue, and monthly thereafter the City will deposit into the Bond Fund Pledged Revenues in an amount equal to one-sixth (1/6) of the amount necessary to pay Bond interest and the Administrative Fee which will become due on the next interest payment date after crediting the amount of accrued interest and any earnings on the Bond Fund. Prepayment of monthly deposits will

fulfill this requirement. Notwithstanding the foregoing, the City shall deposit into the Bond Fund from the Pledged Revenues an amount sufficient to permit all interest due on the Bond to be paid on the date it is due.

(*b*) Commencing on the first day of the month following the Date of Issue, and monthly thereafter, the City will deposit into the Bond Fund Pledged Revenues in an amount equal to one-twelfth (1/12) of the amount necessary to pay any Bond principal which will become due on the next principal payment date. Prepayment of monthly deposits will fulfill this requirement. Notwithstanding the foregoing, the City will deposit into the Bond Fund from the Pledged Revenues an amount sufficient to permit all principal due on the Bonds to be paid on the date it is due.

(*c*) On each principal and interest payment date, from funds on deposit in the Reserve Fund, such additional amounts, if any, as may be necessary to meet principal and interest payments then due.

Deposits required to be made pursuant to Sections 10(a) and 10(b) above are cumulative, and if the Pledged Revenues are not sufficient to credit the amount required in any month, an amount equal to the deficiency shall be credited from the next Pledged Revenues thereafter received. The moneys and investments in the Bond Fund are irrevocably pledged to and shall be used to the extent required for the payment of principal of and interest on the Bond when and as the same shall become due and payable and for that purpose only.

SECTION 11. RESERVE FUND. The City shall maintain a balance in the Reserve Fund at least equal to the Reserve Fund Requirement. If at any time the balance in the Reserve Fund is less than the Reserve Fund Requirement, the City will transfer Pledged Revenues to the Reserve Fund.

The City shall fund the Reserve Fund Requirement from Pledged Revenues in the amount of $5,000 each September 1 commencing September 1, 2030, and on each September 1 thereafter with the final deposit made on September 1, 2034 totaling $25,000. The Reserve Fund requirement is based upon total draws of $2,000,000. In the event that the City draws less than $2,000,000 the Reserve Fund Requirement shall be adjusted downward. In the event that $1,500,000 of the maximum principal amount of the Loan is not forgiven, the Reserve Requirement and the required deposits shall be adjusted accordingly.

Moneys required to be maintained in the Reserve Fund will be used only to pay principal and interest on the Bond, and only in the event that the Pledged Revenues and moneys in the Bond Fund are insufficient to pay Bond principal, premium, if any, and interest when due; provided, however, that when the balances of the Bond Fund and the Reserve Fund equal an amount sufficient to redeem or pay at maturity all outstanding Bond, together with interest thereon and premium, if any, said balances may be applied to such redemption or payment at maturity, as the case may be, whether or not other moneys are available for such payment.

Any amounts on deposit in the Reserve Fund, including interest earnings, in excess of the Reserve Fund Requirement shall be transferred to the Bond Fund. Any surplus remaining in the Reserve Fund after the Bond has been paid may be used for any lawful purpose determined by the City.

SECTION 12. CONSTRUCTION FUND. The Commission shall establish a Construction Fund and shall deposit to the credit of such Fund the proceeds of the Bond as set forth in Section 9 hereof.

As bond proceeds are needed for Project costs, the City shall submit requests in accordance with Section 2.02 of the Loan Agreement. Loan advances shall be recorded on the grid on the back of the Bond. Monies in the Construction Fund from such proceeds and earnings shall be used for payment of the cost of the Project and costs of issuance of the Bond to include reimbursement to the City for advances made for such costs or to refund amounts borrowed for the Project, and for no other purpose.

Moneys in the Construction Fund shall be deposited with a qualified depository and any deposits in excess of the amount insured or guaranteed by the Federal Deposit Insurance Corporation or the National Credit Union Administration shall be collateralized in accordance with Section 21-04-09 of the North Dakota Century Code. Moneys in the Construction Fund shall be subject to withdrawal from time to time by the President and City Administrator for the purposes set forth above.

Moneys in the Construction Fund may be invested in such investments as are authorized by law for the City. Earnings from investment of the funds in the Construction Fund shall remain in the Construction Fund and shall be treated and disbursed as Bond proceeds. Any proceeds of the Bond and any interest earnings thereon remaining in the Construction Fund after payment of all outstanding interim indebtedness, costs of the project, reimbursement of prior expenditures and issuance costs shall be transferred to the Bond Fund.

SECTION 13. RATE COVENANT. The City covenants that it will charge fees in connection with the operation of the Facilities which, together with the GPT Revenues, are projected to generate at least equal to 1.10 times the annual debt service on all outstanding Bond and Parity Bonds. If the Pledged Revenues fail to meet this level, the City shall promptly increase its fees to a level, or appropriate Pledged Revenues which are projected to meet the required level.

SECTION 14. GENERAL COVENANTS. The City hereby covenants and agrees with the owners of all outstanding Bond as follows:

(*a*) That it will, to the extent the Pledged Revenues are sufficient, promptly cause the principal and interest on the Bond to be paid as they become due.

(*b*) That it will maintain complete books and records relating to the operation of the Facilities, the Construction Fund, the Bond Fund and the Reserve Fund and will cause such books and records to be audited annually at the end of each fiscal year in accordance with Generally Accepted Accounting Standards. The audit report shall be made available to the purchaser of the Bonds upon request.

(*c*) That it will not issue bonds or other obligations having a claim equal or superior to the claim of the Bond upon the Pledged Revenues.

(*d*) That it will impose, maintain and collect the rates and charges for its Facilities in an amount sufficient to pay all Operating Expenses, and to produce Net Revenues sufficient to pay the principal of and interest on the Bonds as the same becomes due, and to fund the Reserve Fund.

(*e*) That all users of the Facilities will be metered.

(*f*) That it will operate the Facilities in an efficient and economical manner and maintain, preserve and keep every part of the Facilities in good repair, working order and condition.

(*g*) That the City may not sell or exchange or otherwise dispose of any property constituting a part of the Facilities unless such property is either worn out or obsolete or, in the opinion of the City, is no longer useful in the operation of the Facilities. Any proceeds of such sale, exchange or other disposition not used to replace the property so sold or exchanged shall be deposited in the Bond Fund.

(*h*) That it will take such action as may be required, to the extent of applicable laws and regulations, to receive and continue to receive distributions from the State Treasurer of the Oil and Gas Gross Production Tax.

SECTION 15. REGISTRATION AND TRANSFER. The Bond is transferable upon the books of and at the principal office of the Registrar, by the registered owner thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange. No transfer of Bonds shall be required to be made during the fifteen days next preceding an interest payment date, nor during the forty-five days next preceding the date fixed for redemption of such Bonds.

The Bond shall be registered as to both principal and interest and the Registrar shall establish and maintain a register for the purposes of recording the names and addresses of the registered owners or assigns, the dates of such registration and the due dates and amounts for payment of principal and interest on the Bond; and the City and the Registrar may deem and treat the person in whose name any Bond is registered as the absolute owner thereof, whether the Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

SECTION 16. PARITY BONDS. The City may issue Parity Bonds to provide funds to finance the acquisition, construction and equipping of Facilities, the repair and improvement of Facilities, or the refunding of outstanding bonds, or for other authorized purposes of the Net Revenues, upon the following conditions:

(*a*) No Default has occurred and is continuing;

(*b*) At the time of the issuance of the Parity Bonds there is no deficiency in the Bond Fund or the Reserve Fund; and

(*c*) Net Revenues collected during the fiscal year preceding the year in which the proposed Parity Bonds are to be issued and other funds irrevocably appropriated for the purpose were not less than 1.10 times the average annual principal and interest requirements (including principal and interest on the proposed Parity Bonds) for any future fiscal year during which bonds are outstanding; or the estimated Net Revenues for each of the next three (3) fiscal years will be at least equal to 1.10 times the average annual debt service on all outstanding bonds (including the proposed Parity Bonds) for any future year during which bonds are outstanding.

All Parity Bonds issued in accordance with this Section shall have a lien on the Net Revenues which is equal to the lien of the Bond and all Parity Bonds issued in accordance with this Section. Nothing in this Resolution shall preclude the City from issuing subordinate lien bonds or from providing payments on other obligations which are expressly made a charge on only the surplus Net Revenues subordinate to the pledge of Net Revenues to the Bond authorized hereunder. Notwithstanding the foregoing, the City may issue Parity Bonds with the written consent of the owners of all of the outstanding principal of the Bond.

SECTION 17. DEFAULT AND REMEDIES.

(*a*) The following events shall constitute Default:

(*i*) failure to pay Bond principal or interest when due; or

(*ii*) failure to perform any other obligation of the City imposed by the Resolution or the Bond, but only if:

(*A*) the failure continues for a period of more than ninety (90) days after demand has been made on the City to remedy the failure, and

(*B*) the City fails to take reasonable steps to remedy the failure within that ninety-day period; provided, however, that if a remedy or Default in this Section contradicts any provision in the Loan Agreement the provision in the Loan Agreement shall prevail; or

(*iii*) imposition of a receivership upon the City; or

(*iv*) written admission by the City that the City is unable to pay its debts as they become due.

(*b*) Upon Default, any Bondholder may exercise any remedy available at law or in equity.

A right or remedy conferred by this Section upon any bondholder is not intended to be exclusive of any other right or remedy, but each such right or remedy is cumulative and in addition to every other right or remedy and may be exercised without exhausting and without regard to any other remedy conferred by this chapter or by any other law of the State.

SECTION 18. INSURANCE AND FIDELITY BOND. The City covenants to maintain insurance appropriate to the risks associated with operation of its Facilities and pursuant to the terms of the Loan Agreement.

SECTION 19. LEASES. The City may lease as lessor or make contracts or grant licenses for the operation of, or grant easements or other rights with respect to any part of the Facilities if such lease, contract, license, easement or right does not, in the opinion of the City, impede the operation of the Facilities, or violate any term or condition of the Loan Agreement, and in the opinion of the City's bond counsel and the NDPFA's counsel, does not affect the tax-exempt status of the Bond.

SECTION 20. AMENDMENT OF RESOLUTION. This Resolution may not be amended without the consent of the Bondholders.

SECTION 21. DISCHARGE. When the Bond, and the interest thereon, have been discharged as provided in this Section, all pledges, covenants and other rights granted by this Resolution shall cease. The City may discharge the Bond due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond or interest thereon should not be paid when due, the same may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The City may also discharge all prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of the redemption thereof has been duly given as provided herein. The City may also discharge all or part of the Bonds at any time by irrevocably depositing in escrow with a suitable bank or trust company for the purpose of paying all or part of the principal and interest due on such Bonds prior to the date upon which the same will be prepayable according to their terms, and paying such Bonds on that date, a sum of cash and securities which are general obligations of the United States or securities the principal and interest payments on which are guaranteed by the United States, or deposits in the Bank of North Dakota which, as provided by N.D.C.C. Section 6-09-10, are guaranteed by the state, in such aggregate amount, bearing interest at such rates and maturing or callable at the holder's option on such dates as shall be required to provide funds sufficient for this purpose; provided that notice of the redemption of all prepayable Bonds on or before such date has been duly given as required herein.

SECTION 22. OTHER DOCUMENTS AND PROCEEDINGS. The officers of the City are hereby authorized and directed to execute and carry out or cause to be carried out the obligations which are necessary or advisable in connection with this Resolution and the issuance, sale and delivery of the Bond. The officers of the City are further authorized and directed to prepare, execute and furnish to the attorneys passing on the legality of the Bond, certified copies of all proceedings, ordinances, resolutions and records and all such certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Bond, and all certified copies, certificates, affidavits and other instruments so furnished shall constitute representations of the City as to the correctness of all facts stated or recited therein. Delivery of the Bond is subject to the approving opinion of bond counsel and customary closing certificates, including a certificate as to absence of material litigation and an arbitrage certificate

SECTION 23. LOAN AGREEMENT. The Loan Agreement, in substantially the form presented to the City at this meeting, is hereby accepted and authorized to be executed on behalf of the City by its President of the Commission and City Administrator (the "Authorized Officers"), with such

modifications as may be approved by the Authorized Officers. The Authorized Officers are authorized and directed to execute the Loan Agreement and to deliver it to the NDPFA, which execution and delivery shall be conclusive evidence of the approval of any modifications with respect to the Loan Agreement. The City shall provide audited financial statements as set out in Section 3.01(f) of the Loan Agreement.

SECTION 24. LOAN FORGIVENESS. During the pendency of the Loan, the City may be offered a certain amount of loan forgiveness by the Department and the NDPFA to reduce the principal amount loaned to the City. The City acknowledges that any such loan forgiveness would be made available by the Department and the NDPFA in connection with receiving and administering federal Capitalization Grants under the State Revolving Fund Program. The City agrees to accept any such loan forgiveness offered to it in connection with the Loan Agreement without any further action.

SECTION 25. [RESERVED].

SECTION 26. [RESERVED].

SECTION 27. [RESERVED].

SECTION 28. BUY AMERICAN REQUIREMENT. The City shall comply with all federal requirements applicable to the loan (including those imposed by the 2014 Appropriations Act, Public Law No. 113-76 and related SRF regulations and policy guidelines) which the City understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States (the "American Iron and Steel Requirement") unless (i) the City has requested and obtained a waiver from the Department pertaining to the Project or (ii) the Department or NDPFA has otherwise advised the City in writing that the American Iron and Steel Requirement is not applicable to the Project.

SECTION 29. DAVIS BACON AND RELATED ACTS. The City shall, to the extent applicable to the Loan or any related grant, comply with the Davis Bacon and Related Acts requirements (40 U.S.C. 3141,et seq.).

SECTION 30. LOBBYING AND LITIGATION. The City shall comply with Title 40 CFR Part 34, New Restrictions on Lobbying pursuant to Section 2 of the Certificate Relating to Lobbying and Litigation as executed by the Authorized Officers.

SECTION 31. RECORD AND REPORTING REQUIREMENTS. The City shall comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency, the Department or the NDPFA such as performance indicators of program deliverables, information on costs and project progress. The City understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and the American Iron and Steel Requirement may be a default hereunder that results in a repayment of the loan in advance of the maturity of the Bond and/or other remedial actions.

SECTION 32. CERTIFICATES. The President and City Administrator, in consultation with counsel, are hereby authorized to deliver a Certificate which cures ambiguities, defects or omissions herein, corrects, amends or supplements any provision herein, all in furtherance of the financing contemplated herein, including adjustments to the amortization schedule and payment dates.

SECTION 33. ELECTRONIC SIGNATURES. The Commission authorizes the President and the City Administrator to execute documents relating to the issuance of the Bond using electronic signatures. The electronic signatures of the President and the City Administrator shall be as valid as an original signature of such official and shall be effective to bind such official to any document relating to the issuance of the Bond. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means.

Dated: December 17, 2024.

CITY OF DICKINSON, NORTH DAKOTA Attest:

_____ _____
President, Board of City Commissioners City Administrator

The governing body of the City acted on the foregoing resolution at a properly noticed meeting held in Dickinson, North Dakota, on December 17, 2024, with the motion for adoption made by _____ and seconded by _____, and the roll call vote on the motion was as follows:

"Aye" _____

"Nay" _____

Absent _____

CITY OF Dickinson North Dakota

Engineering Memorandum

December 11, 2024

RE: December 17th Commission Meeting

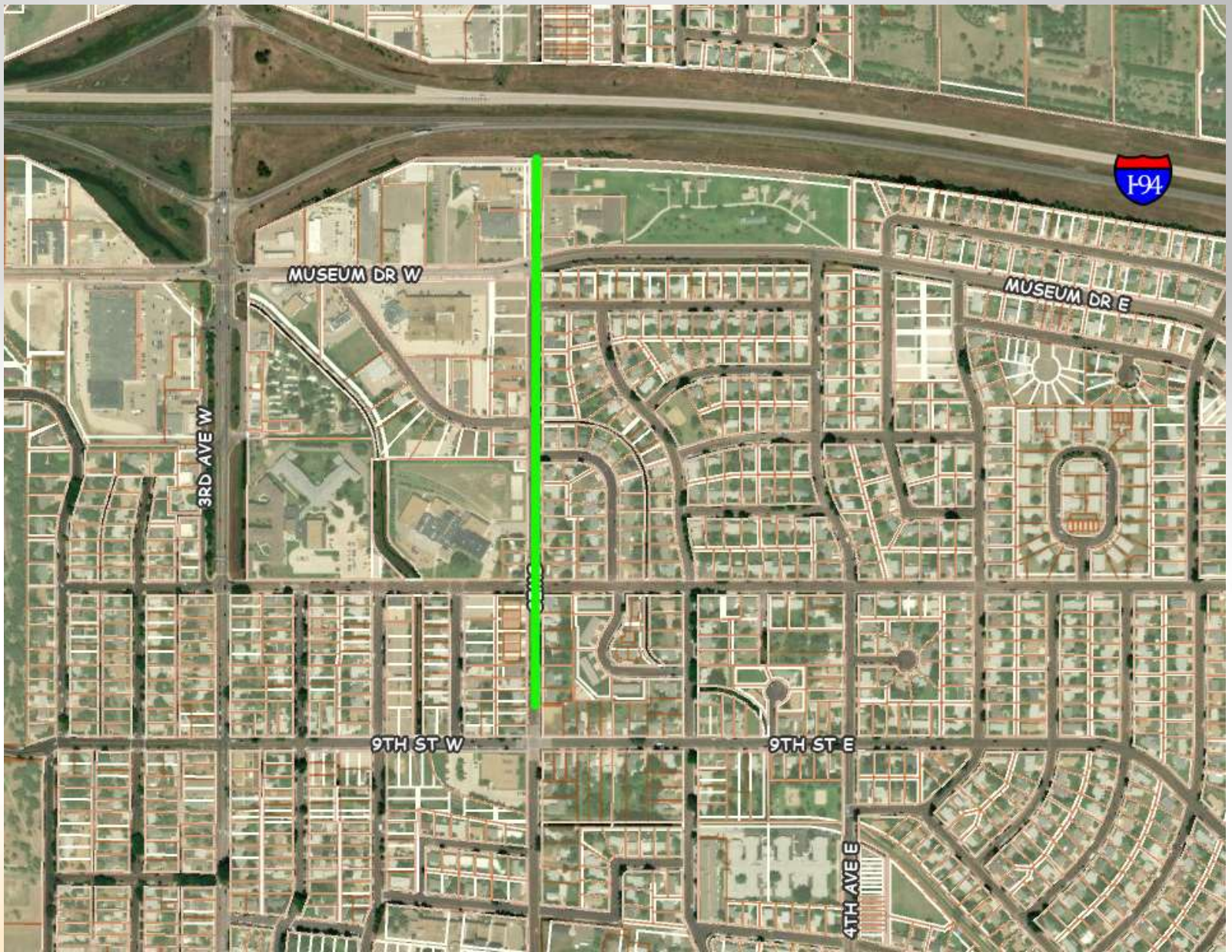
CLEAN WATER SRF LOAN RESOLUTION

For your consideration is resolution to execute the Clean Water State Revolving Fund (CWSRF) Loan through the North Dakota Department of Environmental Quality. The loan details are listed below.

- The total CWSRF loan amount requested is of **$2,000,000** which is intended to be used for the sanitary sewer and storm sewer replacements for the project.
- The remaining loan balance carries an interest rate of 2.0%.
- Samantha Buzalsky was authorized as the individual for the City of Dickinson to execute the loan administration at the June 4, 2024 City Commission meeting.

The City Engineering and Public Works staff recommends approval.

202104 – Sims Project CWSRF Loan



CITY OF Dickinson North Dakota

CITY OF DICKINSON, NORTH DAKOTA

BOND RESOLUTION
$2,000,000 SEWER REVENUE BOND, SERIES 2025

WHEREAS, the City of Dickinson, North Dakota (the "City") owns, operates and maintains a wastewater utility system for the purpose of providing wastewater facilities to its residents; and

WHEREAS, the Board of City Commissioners of the City finds that it is financially feasible and in its best interest to finance improvements to the City's sewer utility from sewer utility revenues; and

WHEREAS, the City receives allocations of the Oil and Gas Gross Production Tax, which is derived from a percentage of the tax imposed and levied by the State of North Dakota pursuant to Chapter 57-51 of the N.D.C.C. upon all oil produced within the State; and

WHEREAS, the North Dakota Public Finance Authority (the "NDPFA") is authorized pursuant to N.D.C.C. Chapter 6-09.4 to lend money to political subdivisions of the State of North Dakota, to acquire and hold municipal securities issued by such political subdivisions, including those issued to construct, maintain, repair, and operate or cause to be operated, public wastewater and water system utilities, and to issue its bonds to pay the costs of acquiring such municipal securities; and

WHEREAS, the NDPFA has issued its bonds and has deposited the proceeds from the sale thereof together with other available funds in the Clean Water and Safe Drinking Water Act revolving loan funds created by NDCC Chapters 61-28.1 and 61-28.2 (the "Revolving Loan Funds") from which Revolving Loan Funds loans will be made to political subdivisions of the State, including the City to finance the costs of public water and wastewater system utilities and to assist public entities in connection with the financing of such facilities; and

WHEREAS, the City has made timely application to the North Dakota Department of Environmental Quality, Division of Municipal Facilities (the "Department") pursuant to the requirements of the Revolving Loan Funds to finance all or a portion of the cost of the Project; and

WHEREAS, the Department has approved the City's application for a loan from available proceeds of the bonds or other available funds of the NDPFA deposited in the Revolving Loan Funds in an amount not to exceed the cost of the Project.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City as follows:

SECTION 1. DEFINITIONS. As used in this Resolution, the following words shall have the following meanings:

"***Bond Fund***" means the Bond Fund established pursuant to Section 10 hereof.

"***Bonds***" or "***Bond***" means the City of Dickinson, North Dakota, Sewer Revenue Bond, Series 2025 issued pursuant to this Resolution.

"***Bondholders***" means the person or persons in whose name such Bond shall be registered.

"***City***" means the City of Dickinson, North Dakota, a North Dakota political subdivision and its successors and assigns.

"***Commission***" means the Board of City Commissioners of the City.

"***Construction Fund***" means the Construction Fund established pursuant to Section 12 hereof.

"***Date of Issue***" means the date on which the aggregate draws under the Bond exceeds the lesser or $50,000 or five percent (5%) of the issue price of the Bond.

"***Default***" means any event specified in Section 17(a) of this Resolution.

"***Department***" means the North Dakota Department of Environmental Quality, Division of Municipal Facilities.

"***Facilities***" means the wastewater collection and treatment utility established and operated by the City, including any improvements, betterments, additions, renewals and replacements thereto.

"***GPT Revenues***" means the allocations received by the City from the State Treasurer of the Oil and Gas Gross Production Tax pursuant to North Dakota Century Code Chapter 57-51.

"***Gross Revenues***" means (a) all fees and charges collected for use of the Facilities, and (b) solely with respect to the Facilities (i) revenues from other activities furnished by the City, (ii) revenues from product sales, and (iii) other revenues collected by the City; however, Gross Revenues does not include: (a) collection of ad valorem taxes; (b) payments of assessments levied against benefitted properties; (c) the proceeds of grants; (d) the proceeds of borrowing for capital improvements; (e) the proceeds of liability insurance; and (f) the proceeds of casualty insurance which the City intends to utilize for repair or replacement of the Facilities.

"***Loan***" means the loan evidenced by the Municipal Securities, made by the NDPFA to the City pursuant to the Loan Agreement to finance or refinance all or a portion of the costs of the Project.

"***Loan Agreement***" means the State Revolving Fund Program Loan Agreement entered into between the NDPFA and the City and dated the Date of Issue.

"***Municipal Securities***" means the municipal securities, as such term is defined in the NDPFA Act, executed and delivered by the City to the NDPFA to evidence the Loan in accordance with this Resolution.

"***Net Revenues***" means Gross Revenues less Operating Expenses.

"***N.D.C.C.***" means the North Dakota Century Code.

"***NDPFA***" means the North Dakota Public Finance Authority.

"***Operating Expenses***" means all normal, reasonable and current expenses incurred for operation, maintenance and repair of the Facilities, including but not limited to administrative expenses, financial and auditing expenses, insurance premiums, claims (to the extent moneys are not available from proceeds of insurance), taxes, legal and engineering expenses relating to operation and maintenance, payments and reserves for pension, retirement, health, hospitalization, and sick leave benefits, payments to reserve funds, and any other similar expenses to be paid to the extent properly and directly attributable to operations of the Facilities, but excluding depreciation, debt service, amortization and capital expenditures.

"***Parity Bonds***" means the outstanding obligations identified in the Parity Bonds Certificate which is set forth elsewhere in the transcript for the Bonds, and any revenue bonds or other obligations of the City issued hereafter which comply with the provisions of Section 16 of this Resolution for the issuance of Parity Bonds.

"***Pledged Revenues***" means:

(*a*) the GPT Revenues;

(*b*) the Net Revenues;

(*c*) earnings on any funds or accounts created under this Resolution; and

(*d*) any source or additional sources of revenues, fees and income which may be added from time to time to the Pledged Revenues under the provisions of this Resolution or any resolution amendatory thereof or supplemental thereto, including any revenues, fees, income or any other sources of monies which may be authorized from time to time by action of the Commission.

"***Project***" means improvements to the Facilities consisting of, but not limited to, Sims Street Improvement Phase 2 utility replacement.

"***Registrar***" means the Bank of North Dakota, Bismarck, North Dakota, or any other entity which is under contract with the City to serve as paying agent and registrar for the Bonds and its successors and assigns.

"***Reserve Fund***" means the Reserve Fund established pursuant to Section 11 hereof.

"***Reserve Fund Requirement*** " means an amount equal to the least of: (i) 10% of the stated principal amount of the Bond, (ii) the maximum annual principal and interest payment requirement on the Bond, or (iii) 125% of the average annual debt service requirements on the Bond.

"***Resolution***" means this Resolution, including the Exhibits attached to, and hereby made a part hereof, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

"***State***" means the State of North Dakota.

SECTION 2. AUTHORIZATION. Pursuant to the authority of Chapter 40-35 of the N.D.C.C. and the provisions of this Resolution, a bond of the City of Dickinson, North Dakota entitled to the benefits, protection and security of such provisions is hereby authorized in the aggregate principal amount of not to exceed Two Million Dollars ($2,000,000). The Bond shall be designated "$2,000,000 City of Dickinson, North Dakota, Sewer Revenue Bond, Series 2025", and shall be issued for the purpose of constructing the Project and paying related costs of issuance.

SECTION 3. SALE OF THE BOND. The Bond is hereby sold through negotiated sale to the NDPFA on the terms and conditions set forth herein at a purchase price of not to exceed $2,000,000, or such lesser amount as may be required for the completion of the Project. The City agrees to pay to the NDPFA the Administrative Fee as defined in the Loan Agreement. The Bond shall consist of a single term bond in the principal amount of not to exceed $2,000,000. The Bond shall be issued only in fully registered form without coupons.

SECTION 4. TERMS. The Bond shall be dated the date of issuance. The Bond shall mature on September 1, 2044 and shall bear interest at the rate of 1.50% (plus an Administrative Fee as forth in the Loan Agreement) payable on March 1 and September 1 in each year commencing on the first such date following the first loan advance.

The Bond is subject to annual mandatory principal installments commencing September 1, 2025 (or in no event later than September 1 following the date of Project completion), with the last principal payment being made on September 1, 2044, subject however to the final amortization schedule to be attached to the Bond upon the final loan advance in accordance with Section 2.02 of the Loan Agreement. The preliminary amortization schedule has been presented to this meeting and is hereby approved. Each loan advance shall be recorded on the grid on the reverse of the Bond.

Interest on the Bond (computed upon the basis of a 360-day year consisting of twelve months of 30 days each) and, upon presentation and surrender thereof to the Bank of North Dakota, as paying agent and registrar of the Bond, the principal thereof shall be payable in lawful money of the United States of America by check, wire, or other electronic transfer. Interest shall be payable to the person in whose name the Bond is registered at the close of business on the fifteenth (whether or not a business day) of the immediately preceding month. Interest on the Bond shall cease at maturity or on a date prior thereto on which they have been duly called for redemption unless the holder thereof shall present the same for payment and payment is refused. The Bond shall be payable from the Bond Fund established herein.

SECTION 5. REDEMPTION. The Bond is subject to prepayment or refunding on any interest payment date with the written consent of the NDPFA at a price equal to the principal amount thereof plus accrued interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

SECTION 6. PREPARATION AND EXECUTION; FORM OF BOND. The Bond shall be printed under the supervision and at the direction of the City Administrator, executed by the manual or facsimile signature of the President of the Commission, sealed with a manual or facsimile of the City's official seal, if any, and attested to by the manual or facsimile signature of the City Administrator and delivered to the NDPFA at closing upon receipt of the purchase price plus any accrued interest. The Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit

under this Resolution until the Certificate of Authentication thereon shall have been executed by the Registrar by manual signature of one of its authorized representatives. The Bond shall be reproduced in substantially the form on file with the City Administrator.

SECTION 7. DEDICATION OF PLEDGED REVENUES. The City hereby dedicates and pledges for annual payment of the principal and interest on the Bond, the Pledged Revenues. The levy and collection of the Net Revenues and the dedication of such shall be irrepealable so long as any principal of or interest on the Bond remains outstanding and unpaid.

To the extent needed, the City hereby dedicates and pledges for payment of the principal and interest on the Bond, an amount of the GPT Revenues, together with any other legally available funds, equal to 110% of the average annual interest and principal requirements on the Bond and Parity Bonds. The GPT Revenues may be used by the City for any lawful purpose, including as a pledge and security for additional bonds payable from the GPT Revenues. Such dedication shall be irrepealable so long as any principal or interest on the Bond remains outstanding and unpaid.

SECTION 8. SECURITY. The Bond shall be a limited obligation of the City, and shall be payable solely from the Pledged Revenues, as provided by this Resolution and does not constitute a debt of the City within the meaning of any constitutional or statutory limitation. The Bond shall not be payable from nor charged upon any funds other than the revenue pledged to the payment thereof, nor shall the City be subject to any pecuniary liability thereon. The Bond shall not constitute a charge, lien, nor encumbrance, legal or equitable, upon any property of the City and no Bondholder shall ever have the right to compel any exercise of the taxing power of the City to pay the principal or interest on the Bond, other than the Pledged Revenues herein pledged to the payment of the Bond.

SECTION 9. DISPOSITION OF BOND PROCEEDS. The estimated $2,000,000 proceeds derived from the sale of the Bond shall be deposited to the credit of the Construction Fund as advances are made pursuant to Section 2.02 of the Loan Agreement.

SECTION 10. BOND FUND. The City shall establish and maintain so long as the Bond is outstanding a separate fund to be designated the "Bond Fund." The Commission shall make the following deposits into the Bond Fund:

(*a*) Commencing on the first day of the month following the Date of Issue, and monthly thereafter the City will deposit into the Bond Fund Pledged Revenues in an amount equal to one-sixth (1/6) of the amount necessary to pay Bond interest and the Administrative Fee which will become due on the next interest payment date after crediting the amount of accrued interest and any earnings on the Bond Fund. Prepayment of monthly deposits will fulfill this requirement. Notwithstanding the foregoing, the City shall deposit into the Bond Fund from the Pledged Revenues an amount sufficient to permit all interest due on the Bond to be paid on the date it is due.

(*b*) Commencing on the first day of the month following the Date of Issue, and monthly thereafter, the City will deposit into the Bond Fund Pledged Revenues in an amount equal to one-twelfth (1/12) of the amount necessary to pay any Bond principal which will become due on the next principal payment date. Prepayment of monthly deposits will fulfill this requirement. Notwithstanding the foregoing, the City will deposit into the Bond Fund from

the Pledged Revenues an amount sufficient to permit all principal due on the Bonds to be paid on the date it is due.

(*c*) On each principal and interest payment date, from funds on deposit in the Reserve Fund, such additional amounts, if any, as may be necessary to meet principal and interest payments then due.

Deposits required to be made pursuant to Sections 10(a) and 10(b) above are cumulative, and if the Pledged Revenues are not sufficient to credit the amount required in any month, an amount equal to the deficiency shall be credited from the next Pledged Revenues thereafter received. The moneys and investments in the Bond Fund are irrevocably pledged to and shall be used to the extent required for the payment of principal of and interest on the Bond when and as the same shall become due and payable and for that purpose only.

SECTION 11. RESERVE FUND. The City shall maintain a balance in the Reserve Fund at least equal to the Reserve Fund Requirement. If at any time the balance in the Reserve Fund is less than the Reserve Fund Requirement, the City will transfer Pledged Revenues to the Reserve Fund.

The City shall fund the Reserve Fund Requirement from Pledged Revenues in the amount of $24,720 each September 1 commencing September 1, 2025, and on each September 1 thereafter with the final deposit made on September 1, 2029 totaling $123,600. The Reserve Fund requirement is based upon total draws of $2,000,000. In the event that the City draws less than $2,000,000 the Reserve Fund Requirement shall be adjusted downward.

Moneys required to be maintained in the Reserve Fund will be used only to pay principal and interest on the Bond, and only in the event that the Pledged Revenues and moneys in the Bond Fund are insufficient to pay Bond principal, premium, if any, and interest when due; provided, however, that when the balances of the Bond Fund and the Reserve Fund equal an amount sufficient to redeem or pay at maturity all outstanding Bond, together with interest thereon and premium, if any, said balances may be applied to such redemption or payment at maturity, as the case may be, whether or not other moneys are available for such payment.

Any amounts on deposit in the Reserve Fund, including interest earnings, in excess of the Reserve Fund Requirement shall be transferred to the Bond Fund. Any surplus remaining in the Reserve Fund after the Bond has been paid may be used for any lawful purpose determined by the City.

SECTION 12. CONSTRUCTION FUND. The Commission shall establish a Construction Fund and shall deposit to the credit of such Fund the proceeds of the Bond as set forth in Section 9 hereof.

As bond proceeds are needed for Project costs, the City shall submit requests in accordance with Section 2.02 of the Loan Agreement. Loan advances shall be recorded on the grid on the back of the Bond. Monies in the Construction Fund from such proceeds and earnings shall be used for payment of the cost of the Project and costs of issuance of the Bond to include reimbursement to the City for advances made for such costs or to refund amounts borrowed for the Project, and for no other purpose.

Moneys in the Construction Fund shall be deposited with a qualified depository and any deposits in excess of the amount insured or guaranteed by the Federal Deposit Insurance Corporation

or the National Credit Union Administration shall be collateralized in accordance with Section 21-04-09 of the North Dakota Century Code. Moneys in the Construction Fund shall be subject to withdrawal from time to time by the President and City Administrator for the purposes set forth above.

Moneys in the Construction Fund may be invested in such investments as are authorized by law for the City. Earnings from investment of the funds in the Construction Fund shall remain in the Construction Fund and shall be treated and disbursed as Bond proceeds. Any proceeds of the Bond and any interest earnings thereon remaining in the Construction Fund after payment of all outstanding interim indebtedness, costs of the project, reimbursement of prior expenditures and issuance costs shall be transferred to the Bond Fund.

SECTION 13. RATE COVENANT. The City covenants that it will charge fees in connection with the operation of the Facilities which, together with the GPT Revenues, are projected to generate at least equal to 1.10 times the annual debt service on all outstanding Bond and Parity Bonds. If the Pledged Revenues fail to meet this level, the City shall promptly increase its fees to a level, or appropriate Pledged Revenues which are projected to meet the required level.

SECTION 14. GENERAL COVENANTS. The City hereby covenants and agrees with the owners of all outstanding Bond as follows:

(*a*) That it will, to the extent the Pledged Revenues are sufficient, promptly cause the principal and interest on the Bond to be paid as they become due.

(*b*) That it will maintain complete books and records relating to the operation of the Facilities, the Construction Fund, the Bond Fund and the Reserve Fund and will cause such books and records to be audited annually at the end of each fiscal year in accordance with Generally Accepted Accounting Standards. The audit report shall be made available to the purchaser of the Bonds upon request.

(*c*) That it will not issue bonds or other obligations having a claim equal or superior to the claim of the Bond upon the Pledged Revenues.

(*d*) That it will impose, maintain and collect the rates and charges for its Facilities in an amount sufficient to pay all Operating Expenses, and to produce Net Revenues sufficient to pay the principal of and interest on the Bonds as the same becomes due, and to fund the Reserve Fund.

(*e*) That all users of the Facilities will be metered.

(*f*) That it will operate the Facilities in an efficient and economical manner and maintain, preserve and keep every part of the Facilities in good repair, working order and condition.

(*g*) That the City may not sell or exchange or otherwise dispose of any property constituting a part of the Facilities unless such property is either worn out or obsolete or, in the opinion of the City, is no longer useful in the operation of the Facilities. Any proceeds of such

sale, exchange or other disposition not used to replace the property so sold or exchanged shall be deposited in the Bond Fund.

(*h*) That it will take such action as may be required, to the extent of applicable laws and regulations, to receive and continue to receive distributions from the State Treasurer of the Oil and Gas Gross Production Tax.

SECTION 15. REGISTRATION AND TRANSFER. The Bond is transferable upon the books of and at the principal office of the Registrar, by the registered owner thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange. No transfer of Bonds shall be required to be made during the fifteen days next preceding an interest payment date, nor during the forty-five days next preceding the date fixed for redemption of such Bonds.

The Bond shall be registered as to both principal and interest and the Registrar shall establish and maintain a register for the purposes of recording the names and addresses of the registered owners or assigns, the dates of such registration and the due dates and amounts for payment of principal and interest on the Bond; and the City and the Registrar may deem and treat the person in whose name any Bond is registered as the absolute owner thereof, whether the Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

SECTION 16. PARITY BONDS. The City may issue Parity Bonds to provide funds to finance the acquisition, construction and equipping of Facilities, the repair and improvement of Facilities, or the refunding of outstanding bonds, or for other authorized purposes of the Net Revenues, upon the following conditions:

(*a*) No Default has occurred and is continuing;

(*b*) At the time of the issuance of the Parity Bonds there is no deficiency in the Bond Fund or the Reserve Fund; and

(*c*) Net Revenues collected during the fiscal year preceding the year in which the proposed Parity Bonds are to be issued and other funds irrevocably appropriated for the purpose were not less than 1.10 times the average annual principal and interest requirements (including principal and interest on the proposed Parity Bonds) for any future fiscal year during which bonds are outstanding; or the estimated Net Revenues for each of the next three (3) fiscal years will be at least equal to 1.10 times the average annual debt service on all outstanding bonds (including the proposed Parity Bonds) for any future year during which bonds are outstanding.

All Parity Bonds issued in accordance with this Section shall have a lien on the Net Revenues which is equal to the lien of the Bond and all Parity Bonds issued in accordance with this Section.

Nothing in this Resolution shall preclude the City from issuing subordinate lien bonds or from providing payments on other obligations which are expressly made a charge on only the surplus Net Revenues subordinate to the pledge of Net Revenues to the Bond authorized hereunder. Notwithstanding the foregoing, the City may issue Parity Bonds with the written consent of the owners of all of the outstanding principal of the Bond.

SECTION 17. DEFAULT AND REMEDIES.

(*a*) The following events shall constitute Default:

(*i*) failure to pay Bond principal or interest when due; or

(*ii*) failure to perform any other obligation of the City imposed by the Resolution or the Bond, but only if:

(*A*) the failure continues for a period of more than ninety (90) days after demand has been made on the City to remedy the failure, and

(*B*) the City fails to take reasonable steps to remedy the failure within that ninety-day period; provided, however, that if a remedy or Default in this Section contradicts any provision in the Loan Agreement the provision in the Loan Agreement shall prevail; or

(*iii*) imposition of a receivership upon the City; or

(*iv*) written admission by the City that the City is unable to pay its debts as they become due.

(*b*) Upon Default, any Bondholder may exercise any remedy available at law or in equity.

A right or remedy conferred by this Section upon any bondholder is not intended to be exclusive of any other right or remedy, but each such right or remedy is cumulative and in addition to every other right or remedy and may be exercised without exhausting and without regard to any other remedy conferred by this chapter or by any other law of the State.

SECTION 18. INSURANCE AND FIDELITY BOND. The City covenants to maintain insurance appropriate to the risks associated with operation of its Facilities and pursuant to the terms of the Loan Agreement.

SECTION 19. LEASES. The City may lease as lessor or make contracts or grant licenses for the operation of, or grant easements or other rights with respect to any part of the Facilities if such lease, contract, license, easement or right does not, in the opinion of the City, impede the operation of the Facilities, or violate any term or condition of the Loan Agreement, and in the opinion of the City's bond counsel and the NDPFA’s counsel, does not affect the tax-exempt status of the Bond.

SECTION 20. AMENDMENT OF RESOLUTION. This Resolution may not be amended without the consent of the Bondholders.

SECTION 21. DISCHARGE. When the Bond, and the interest thereon, have been discharged as provided in this Section, all pledges, covenants and other rights granted by this Resolution shall cease. The City may discharge the Bond due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond or interest thereon should not be paid when due, the same may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The City may also discharge all prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of the redemption thereof has been duly given as provided herein. The City may also discharge all or part of the Bonds at any time by irrevocably depositing in escrow with a suitable bank or trust company for the purpose of paying all or part of the principal and interest due on such Bonds prior to the date upon which the same will be prepayable according to their terms, and paying such Bonds on that date, a sum of cash and securities which are general obligations of the United States or securities the principal and interest payments on which are guaranteed by the United States, or deposits in the Bank of North Dakota which, as provided by N.D.C.C. Section 6-09-10, are guaranteed by the state, in such aggregate amount, bearing interest at such rates and maturing or callable at the holder's option on such dates as shall be required to provide funds sufficient for this purpose; provided that notice of the redemption of all prepayable Bonds on or before such date has been duly given as required herein.

SECTION 22. OTHER DOCUMENTS AND PROCEEDINGS. The officers of the City are hereby authorized and directed to execute and carry out or cause to be carried out the obligations which are necessary or advisable in connection with this Resolution and the issuance, sale and delivery of the Bond. The officers of the City are further authorized and directed to prepare, execute and furnish to the attorneys passing on the legality of the Bond, certified copies of all proceedings, ordinances, resolutions and records and all such certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Bond, and all certified copies, certificates, affidavits and other instruments so furnished shall constitute representations of the City as to the correctness of all facts stated or recited therein. Delivery of the Bond is subject to the approving opinion of bond counsel and customary closing certificates, including a certificate as to absence of material litigation and an arbitrage certificate.

SECTION 23. LOAN AGREEMENT. The Loan Agreement, in substantially the form presented to the City at this meeting, is hereby accepted and authorized to be executed on behalf of the City by its President of the Commission and City Administrator (the "Authorized Officers"), with such modifications as may be approved by the Authorized Officers. The Authorized Officers are authorized and directed to execute the Loan Agreement and to deliver it to the NDPFA, which execution and delivery shall be conclusive evidence of the approval of any modifications with respect to the Loan Agreement. The City shall provide audited financial statements as set out in Section 3.01(f) of the Loan Agreement.

SECTION 24. LOAN FORGIVENESS. During the pendency of the Loan, the City may be offered a certain amount of loan forgiveness by the Department and the NDPFA to reduce the principal amount loaned to the City. The City acknowledges that any such loan forgiveness would be made

available by the Department and the NDPFA in connection with receiving and administering federal Capitalization Grants under the State Revolving Fund Program. The City agrees to accept any such loan forgiveness offered to it in connection with the Loan Agreement without any further action.

SECTION 25. TAX COVENANTS. The City covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Bond under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The City will not directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City or take or omit to take any action that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code. To that end, the City will comply with all requirements of Section 148 of the Code and any applicable regulations to the extent applicable to the Bond. In the event that any time the City is of the opinion that for purposes of this Section 25 it is necessary to restrict or limit the yield on the investment of any moneys held in the Bond Fund, the Construction Fund or the Reserve Fund, the City shall take such action as may be necessary.

Without limiting the generality of the foregoing, the City agrees that there shall be paid from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the Bond from time to time. This covenant shall survive payment in full or defeasance of the Bond.

Notwithstanding any provision of this Section, if the City receives an opinion of nationally recognized bond counsel to the effect that any action required under this Section is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of the interest on the Bond pursuant to Section 103 of the Code, the City may rely conclusively on such opinion in complying with the provisions hereof.

The City covenants and agrees that not in excess of ten percent (10%) of the proceeds of the Bonds will be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit ("Private Business Use") if, in addition, the payment of more than ten percent (10%) of the principal or ten percent (10%) of the interest due on the Bond during the term thereof is, under the terms of the Bond or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for Private Business Use or in payments in respect of property used or to be used for Private Business Use or is to be derived from payments in respect of property or borrowed money used or to be used for Private Business Use. Use of the Facilities by a trade or business on the same basis as the general public is not Private Business Use.

SECTION 26. QUALIFIED TAX-EXEMPT OBLIGATION. The City hereby designates the Bond as a "qualified tax-exempt obligation" under Section 265 of the Code relating to the deduction allowed financial institutions for interest expense allocable to tax-exempt interest. The City represents that: (i) the Bond is not private activity bonds under the private activity bond definition in the Code; (ii) the reasonably anticipated amount of qualified tax-exempt obligations (other than private activity bonds except for "qualified 501(c)(3) bonds" as defined in the Code) which will be issued during the year of issuance will not exceed $10,000,000; and (iii) not more than $10,000,000 of qualified tax-exempt obligations will be designated by the City (including any subordinate entities) for the calendar year of issuance.

SECTION 27. [RESERVED].

SECTION 28. BUY AMERICAN REQUIREMENT. The City shall comply with all federal requirements applicable to the loan (including those imposed by the 2014 Appropriations Act, Public Law No. 113-76 and related SRF regulations and policy guidelines) which the City understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States (the "American Iron and Steel Requirement") unless (i) the City has requested and obtained a waiver from the Department pertaining to the Project or (ii) the Department or NDPFA has otherwise advised the City in writing that the American Iron and Steel Requirement is not applicable to the Project.

SECTION 29. DAVIS BACON AND RELATED ACTS. The City shall, to the extent applicable to the Loan or any related grant, comply with the Davis Bacon and Related Acts requirements (40 U.S.C. 3141,et seq.).

SECTION 30. LOBBYING AND LITIGATION. The City shall comply with Title 40 CFR Part 34, New Restrictions on Lobbying pursuant to Section 2 of the Certificate Relating to Lobbying and Litigation as executed by the Authorized Officers.

SECTION 31. RECORD AND REPORTING REQUIREMENTS. The City shall comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency, the Department or the NDPFA such as performance indicators of program deliverables, information on costs and project progress. The City understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and the American Iron and Steel Requirement may be a default hereunder that results in a repayment of the loan in advance of the maturity of the Bond and/or other remedial actions.

SECTION 32. CERTIFICATES. The President and City Administrator, in consultation with counsel, are hereby authorized to deliver a Certificate which cures ambiguities, defects or omissions herein, corrects, amends or supplements any provision herein, all in furtherance of the financing contemplated herein, including adjustments to the amortization schedule and payment dates.

SECTION 33. ELECTRONIC SIGNATURES. The Commission authorizes the President and the City Administrator to execute documents relating to the issuance of the Bond using electronic signatures. The electronic signatures of the President and the City Administrator shall be as valid as an original signature of such official and shall be effective to bind such official to any document relating to the issuance of the Bond. For purposes hereof, “electronic signature” means a manually signed original signature that is then transmitted by electronic means.

Dated: December 17, 2024.

CITY OF DICKINSON, NORTH DAKOTA Attest:

_____ _____

President, Board of City Commissioners City Administrator

The governing body of the City acted on the foregoing resolution at a properly noticed meeting held in Dickinson, North Dakota, on December 17, 2024, with the motion for adoption made by _____ and seconded by _____, and the roll call vote on the motion was as follows:

"Aye" _____

"Nay" _____

Absent _____

CITY OF Dickinson North Dakota

Engineering Memorandum

December 16, 2024

RE: December 17th Commission Meeting

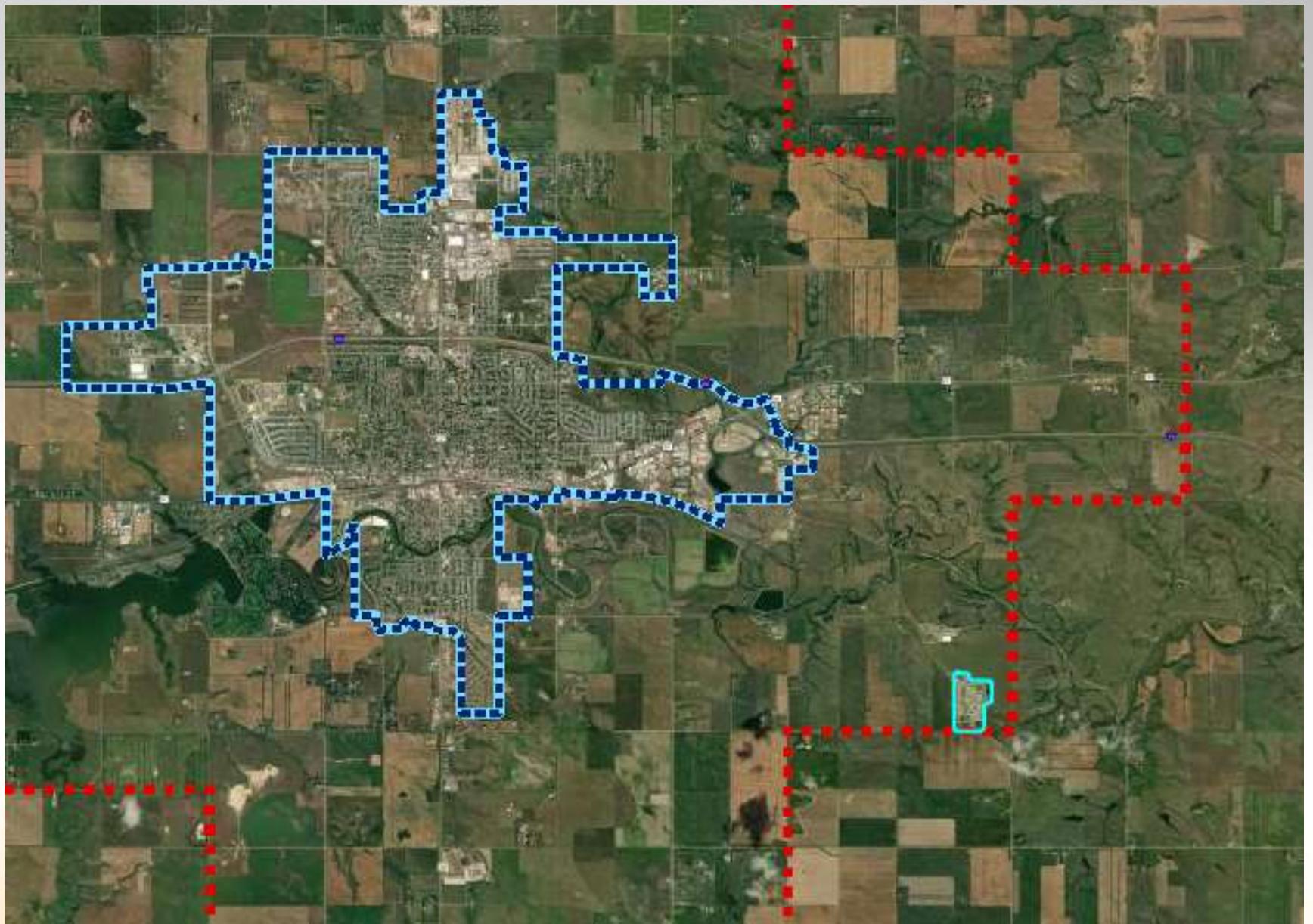
CELL 3B-5 EAST SIDEWALL LINE CONSTRUCTION PROJECTS CLEAN WATER SRF LOAN RESOLUTION REFUSE DISPOSAL REVENUE BOND

For your consideration is resolution to execute the Clean Water State Revolving Fund (CWSRF) Loan through the North Dakota Department of Environmental Quality. The loan details are listed below.

- The total CWSRF loan amount requested is of **$3,539,000** which is intended to be used for the water main replacements for the project.
- The remaining loan balance carries an interest rate of 2.0%.
- Leah Upchurch was authorized as the individual for the City of Dickinson to execute the loan administration.

The City Engineering and Public Works staff recommends approval.

202313 – Landfill Expansion Project CWSRF Loan



CITY OF Dickinson North Dakota

CITY OF DICKINSON, NORTH DAKOTA

BOND RESOLUTION
$3,539,000 REFUSE DISPOSAL REVENUE BOND, SERIES 2025

WHEREAS, the City of Dickinson, North Dakota (the "City") owns, operates and maintains a refuse collection and disposal utility system for the purpose of providing refuse collection and disposal facilities to its residents; and

WHEREAS, the Board of City Commissioners of the City finds that it is financially feasible and in its best interest to finance improvements to the City's refuse collection and disposal utility from sewer utility revenues and refuse collection and disposal utility revenues; and

WHEREAS, the City receives allocations of the Oil and Gas Gross Production Tax, which is derived from a percentage of the tax imposed and levied by the State of North Dakota pursuant to Chapter 57-51 of the N.D.C.C. upon all oil produced within the State; and

WHEREAS, the North Dakota Public Finance Authority (the "NDPFA") is authorized pursuant to N.D.C.C. Chapter 6-09.4 to lend money to political subdivisions of the State of North Dakota, to acquire and hold municipal securities issued by such political subdivisions, including those issued to construct, maintain, repair, and operate or cause to be operated, public wastewater and water system utilities, and to issue its bonds to pay the costs of acquiring such municipal securities; and

WHEREAS, the NDPFA has issued its bonds and has deposited the proceeds from the sale thereof together with other available funds in the Clean Water and Safe Drinking Water Act revolving loan funds created by NDCC Chapters 61-28.1 and 61-28.2 (the "Revolving Loan Funds") from which Revolving Loan Funds loans will be made to political subdivisions of the State, including the City to finance the costs of public water and wastewater system utilities and to assist public entities in connection with the financing of such facilities; and

WHEREAS, the City has made timely application to the North Dakota Department of Environmental Quality, Division of Municipal Facilities (the "Department") pursuant to the requirements of the Revolving Loan Funds to finance all or a portion of the cost of the Project; and

WHEREAS, the Department has approved the City's application for a loan from available proceeds of the bonds or other available funds of the NDPFA deposited in the Revolving Loan Funds in an amount not to exceed the cost of the Project; and

WHEREAS, applicable Safe Drinking Water Capitalization Grants require that a portion of the grants be used for loan forgiveness and the City has been approved for partial principal forgiveness.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City as follows:

SECTION 1. DEFINITIONS. As used in this Resolution, the following words shall have the following meanings:

"***Bond Fund***" means the Bond Fund established pursuant to Section 10 hereof.

"***Bonds***" or "***Bond***" means the City of Dickinson, North Dakota, Refuse Disposal Revenue Bond, Series 2025 issued pursuant to this Resolution.

"***Bondholders***" means the person or persons in whose name such Bond shall be registered.

"***City***" means the City of Dickinson, North Dakota, a North Dakota political subdivision and its successors and assigns.

"***Commission***" means the Board of City Commissioners of the City.

"***Construction Fund***" means the Construction Fund established pursuant to Section 12 hereof.

"***Date of Issue***" means the date on which the aggregate draws under the Bond exceeds the lesser or $50,000 or five percent (5%) of the issue price of the Bond.

"***Default***" means any event specified in Section 17(a) of this Resolution.

"***Department***" means the North Dakota Department of Environmental Quality, Division of Municipal Facilities.

"***Facilities***" means the wastewater collection and treatment utility and the refuse collection and disposal utility established and operated by the City, including any improvements, betterments, additions, renewals and replacements thereto.

"***GPT Revenues***" means the allocations received by the City from the State Treasurer of the Oil and Gas Gross Production Tax pursuant to North Dakota Century Code Chapter 57-51.

"***Gross Revenues***" means (a) all fees and charges collected for use of the Facilities, and (b) solely with respect to the Facilities (i) revenues from other activities furnished by the City, (ii) revenues from product sales, and (iii) other revenues collected by the City; however, Gross Revenues does not include: (a) collection of ad valorem taxes; (b) payments of assessments levied against benefitted properties; (c) the proceeds of grants; (d) the proceeds of borrowing for capital improvements; (e) the proceeds of liability insurance; and (f) the proceeds of casualty insurance which the City intends to utilize for repair or replacement of the Facilities.

"***Loan***" means the loan evidenced by the Municipal Securities, made by the NDPFA to the City pursuant to the Loan Agreement to finance or refinance all or a portion of the costs of the Project.

"***Loan Agreement***" means the State Revolving Fund Program Loan Agreement entered into between the NDPFA and the City and dated the Date of Issue.

"***Municipal Securities***" means the municipal securities, as such term is defined in the NDPFA Act, executed and delivered by the City to the NDPFA to evidence the Loan in accordance with this Resolution.

"***Net Revenues***" means Gross Revenues less Operating Expenses.

"***N.D.C.C.***" means the North Dakota Century Code.

"***NDPFA***" means the North Dakota Public Finance Authority.

"***Operating Expenses***" means all normal, reasonable and current expenses incurred for operation, maintenance and repair of the Facilities, including but not limited to administrative expenses, financial and auditing expenses, insurance premiums, claims (to the extent moneys are not available from proceeds of insurance), taxes, legal and engineering expenses relating to operation and maintenance, payments and reserves for pension, retirement, health, hospitalization, and sick leave benefits, payments to reserve funds, and any other similar expenses to be paid to the extent properly and directly attributable to operations of the Facilities, but excluding depreciation, debt service, amortization and capital expenditures.

"***Parity Bonds***" means the outstanding obligations identified in the Parity Bonds Certificate which is set forth elsewhere in the transcript for the Bonds, and any revenue bonds or other obligations of the City issued hereafter which comply with the provisions of Section 16 of this Resolution for the issuance of Parity Bonds.

"***Pledged Revenues***" means:

(*a*) the GPT Revenues;

(*b*) the Net Revenues;

(*c*) earnings on any funds or accounts created under this Resolution; and

(*d*) any source or additional sources of revenues, fees and income which may be added from time to time to the Pledged Revenues under the provisions of this Resolution or any resolution amendatory thereof or supplemental thereto, including any revenues, fees, income or any other sources of monies which may be authorized from time to time by action of the Commission.

"***Project***" means improvements to the Facilities consisting of, but not limited to, landfill expansion, including leachate collection and treatment.

"***Registrar***" means the Bank of North Dakota, Bismarck, North Dakota, or any other entity which is under contract with the City to serve as paying agent and registrar for the Bonds and its successors and assigns.

"***Reserve Fund***" means the Reserve Fund established pursuant to Section 11 hereof.

"***Reserve Fund Requirement*** " means an amount equal to the least of: (i) 10% of the stated principal amount of the Bond, (ii) the maximum annual principal and interest payment requirement on the Bond, or (iii) 125% of the average annual debt service requirements on the Bond.

"***Resolution***" means this Resolution, including the Exhibits attached to, and hereby made a part hereof, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

"***State***" means the State of North Dakota.

SECTION 2. AUTHORIZATION. Pursuant to the authority of Chapter 40-35 of the N.D.C.C. and the provisions of this Resolution, a bond of the City of Dickinson, North Dakota entitled to the benefits, protection and security of such provisions is hereby authorized in the aggregate principal amount of not to exceed Three Million Five Hundred Thirty Nine Thousand Dollars ($3,539,000). The Bond shall be designated "$3,539,000 City of Dickinson, North Dakota, Refuse Disposal Revenue Bond, Series 2025", and shall be issued for the purpose of constructing the Project and paying related costs of issuance.

Provided that following closing on the Bond and after the Loan is fully funded and all applicable requirements of the Department of Environmental Quality have been met by the City, $1,043,000 of the maximum principal amount of the Loan shall be forgiven, leaving a maximum Loan amount of $2,496,000.

SECTION 3. SALE OF THE BOND. The Bond is hereby sold through negotiated sale to the NDPFA on the terms and conditions set forth herein at a purchase price of not to exceed $3,539,000, or such lesser amount as may be required for the completion of the Project. The City agrees to pay to the NDPFA the Administrative Fee as defined in the Loan Agreement. The Bond shall consist of a single term bond in the principal amount of not to exceed $3,539,000. The Bond shall be issued only in fully registered form without coupons.

SECTION 4. TERMS. The Bond shall be dated the date of issuance. The Bond shall mature on September 1, 2044 and shall bear interest at the rate of 1.50% (plus an Administrative Fee as forth in the Loan Agreement) payable on March 1 and September 1 in each year commencing on the first such date following the first loan advance.

The Bond is subject to annual mandatory principal installments commencing September 1, 2025 (or in no event later than September 1 following the date of Project completion), with the last principal payment being made on September 1, 2044, subject however to the final amortization schedule to be attached to the Bond upon the final loan advance in accordance with Section 2.02 of the Loan Agreement. The preliminary amortization schedule has been presented to this meeting and is hereby approved. Each loan advance shall be recorded on the grid on the reverse of the Bond.

Interest on the Bond (computed upon the basis of a 360-day year consisting of twelve months of 30 days each) and, upon presentation and surrender thereof to the Bank of North Dakota, as paying agent and registrar of the Bond, the principal thereof shall be payable in lawful money of the United States of America by check, wire, or other electronic transfer. Interest shall be payable to the person in whose name the Bond is registered at the close of business on the fifteenth (whether or not a business day) of the immediately preceding month. Interest on the Bond shall cease at maturity or on a date prior thereto on which they have been duly called for redemption unless the holder thereof shall present the same for payment and payment is refused. The Bond shall be payable from the Bond Fund established herein.

SECTION 5. REDEMPTION. The Bond is subject to prepayment or refunding on any interest payment date with the written consent of the NDPFA at a price equal to the principal amount thereof plus accrued interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

SECTION 6. PREPARATION AND EXECUTION; FORM OF BOND. The Bond shall be printed under the supervision and at the direction of the City Administrator, executed by the manual or facsimile signature of the President of the Commission, sealed with a manual or facsimile of the City's official seal, if any, and attested to by the manual or facsimile signature of the City Administrator and delivered to the NDPFA at closing upon receipt of the purchase price plus any accrued interest. The Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under this Resolution until the Certificate of Authentication thereon shall have been executed by the Registrar by manual signature of one of its authorized representatives. The Bond shall be reproduced in substantially the form on file with the City Administrator.

SECTION 7. DEDICATION OF PLEDGED REVENUES. The City hereby dedicates and pledges for annual payment of the principal and interest on the Bond, the Pledged Revenues. The levy and collection of the Net Revenues and the dedication of such shall be irrepealable so long as any principal of or interest on the Bond remains outstanding and unpaid.

To the extent needed, the City hereby dedicates and pledges for payment of the principal and interest on the Bond, an amount of the GPT Revenues, together with any other legally available funds, equal to 110% of the average annual interest and principal requirements on the Bond and Parity Bonds. The GPT Revenues may be used by the City for any lawful purpose, including as a pledge and security for additional bonds payable from the GPT Revenues. Such dedication shall be irrepealable so long as any principal or interest on the Bond remains outstanding and unpaid.

SECTION 8. SECURITY. The Bond shall be a limited obligation of the City, and shall be payable solely from the Pledged Revenues, as provided by this Resolution and do not constitute a debt of the City within the meaning of any constitutional or statutory limitation. The Bond shall not be payable from nor charged upon any funds other than the revenue pledged to the payment thereof, nor shall the City be subject to any pecuniary liability thereon. The Bond shall not constitute a charge, lien, nor encumbrance, legal or equitable, upon any property of the City and no Bondholder shall ever have the right to compel any exercise of the taxing power of the City to pay the principal or interest on the Bond, other than the Pledged Revenues herein pledged to the payment of the Bond.

SECTION 9. DISPOSITION OF BOND PROCEEDS. The estimated $3,539,000 proceeds derived from the sale of the Bond shall be deposited to the credit of the Construction Fund as advances are made pursuant to Section 2.02 of the Loan Agreement.

SECTION 10. BOND FUND. The City shall establish and maintain so long as the Bond is outstanding a separate fund to be designated the "Bond Fund." The Commission shall make the following deposits into the Bond Fund:

(*a*) Commencing on the first day of the month following the Date of Issue, and monthly thereafter the City will deposit into the Bond Fund Pledged Revenues in an amount

equal to one-sixth (1/6) of the amount necessary to pay Bond interest and the Administrative Fee which will become due on the next interest payment date after crediting the amount of accrued interest and any earnings on the Bond Fund. Prepayment of monthly deposits will fulfill this requirement. Notwithstanding the foregoing, the City shall deposit into the Bond Fund from the Pledged Revenues an amount sufficient to permit all interest due on the Bond to be paid on the date it is due.

(*b*) Commencing on the first day of the month following the Date of Issue, and monthly thereafter, the City will deposit into the Bond Fund Pledged Revenues in an amount equal to one-twelfth (1/12) of the amount necessary to pay any Bond principal which will become due on the next principal payment date. Prepayment of monthly deposits will fulfill this requirement. Notwithstanding the foregoing, the City will deposit into the Bond Fund from the Pledged Revenues an amount sufficient to permit all principal due on the Bonds to be paid on the date it is due.

(*c*) On each principal and interest payment date, from funds on deposit in the Reserve Fund, such additional amounts, if any, as may be necessary to meet principal and interest payments then due.

Deposits required to be made pursuant to Sections 10(a) and 10(b) above are cumulative, and if the Pledged Revenues are not sufficient to credit the amount required in any month, an amount equal to the deficiency shall be credited from the next Pledged Revenues thereafter received. The moneys and investments in the Bond Fund are irrevocably pledged to and shall be used to the extent required for the payment of principal of and interest on the Bond when and as the same shall become due and payable and for that purpose only.

SECTION 11. RESERVE FUND. The City shall maintain a balance in the Reserve Fund at least equal to the Reserve Fund Requirement. If at any time the balance in the Reserve Fund is less than the Reserve Fund Requirement, the City will transfer Pledged Revenues to the Reserve Fund.

The City shall fund the Reserve Fund Requirement from Pledged Revenues in the amount of $30,305 each September 1 commencing September 1, 2025, and on each September 1 thereafter with the final deposit made on September 1, 2029 totaling $151,525. The Reserve Fund requirement is based upon total draws of $3,539,000. In the event that the City draws less than $3,539,000 the Reserve Fund Requirement shall be adjusted downward. In the event that $1,043,000 of the maximum principal amount of the Loan is not forgiven, the Reserve Requirement and the required deposits shall be adjusted accordingly.

Moneys required to be maintained in the Reserve Fund will be used only to pay principal and interest on the Bond, and only in the event that the Pledged Revenues and moneys in the Bond Fund are insufficient to pay Bond principal, premium, if any, and interest when due; provided, however, that when the balances of the Bond Fund and the Reserve Fund equal an amount sufficient to redeem or pay at maturity all outstanding Bond, together with interest thereon and premium, if any, said balances may be applied to such redemption or payment at maturity, as the case may be, whether or not other moneys are available for such payment.

Any amounts on deposit in the Reserve Fund, including interest earnings, in excess of the Reserve Fund Requirement shall be transferred to the Bond Fund. Any surplus remaining in the Reserve Fund after the Bond has been paid may be used for any lawful purpose determined by the City.

SECTION 12. CONSTRUCTION FUND. The Commission shall establish a Construction Fund and shall deposit to the credit of such Fund the proceeds of the Bond as set forth in Section 9 hereof.

As bond proceeds are needed for Project costs, the City shall submit requests in accordance with Section 2.02 of the Loan Agreement. Loan advances shall be recorded on the grid on the back of the Bond. Monies in the Construction Fund from such proceeds and earnings shall be used for payment of the cost of the Project and costs of issuance of the Bond to include reimbursement to the City for advances made for such costs or to refund amounts borrowed for the Project, and for no other purpose.

Moneys in the Construction Fund shall be deposited with a qualified depository and any deposits in excess of the amount insured or guaranteed by the Federal Deposit Insurance Corporation or the National Credit Union Administration shall be collateralized in accordance with Section 21-04-09 of the North Dakota Century Code. Moneys in the Construction Fund shall be subject to withdrawal from time to time by the President and City Administrator for the purposes set forth above.

Moneys in the Construction Fund may be invested in such investments as are authorized by law for the City. Earnings from investment of the funds in the Construction Fund shall remain in the Construction Fund and shall be treated and disbursed as Bond proceeds. Any proceeds of the Bond and any interest earnings thereon remaining in the Construction Fund after payment of all outstanding interim indebtedness, costs of the project, reimbursement of prior expenditures and issuance costs shall be transferred to the Bond Fund.

SECTION 13. RATE COVENANT. The City covenants that it will charge fees in connection with the operation of the Facilities which, together with the GPT Revenues, are projected to generate at least equal to 1.10 times the annual debt service on all outstanding Bond and Parity Bonds. If the Pledged Revenues fail to meet this level, the City shall promptly increase its fees to a level, or appropriate Pledged Revenues which are projected to meet the required level.

SECTION 14. GENERAL COVENANTS. The City hereby covenants and agrees with the owners of all outstanding Bond as follows:

(*a*) That it will, to the extent the Pledged Revenues are sufficient, promptly cause the principal and interest on the Bond to be paid as they become due.

(*b*) That it will maintain complete books and records relating to the operation of the Facilities, the Construction Fund, the Bond Fund and the Reserve Fund and will cause such books and records to be audited annually at the end of each fiscal year in accordance with Generally Accepted Accounting Standards. The audit report shall be made available to the purchaser of the Bonds upon request.

(*c*) That it will not issue bonds or other obligations having a claim equal or superior to the claim of the Bond upon the Pledged Revenues.

(*d*) That it will impose, maintain and collect the rates and charges for its Facilities in an amount sufficient to pay all Operating Expenses, and to produce Net Revenues sufficient to pay the principal of and interest on the Bonds as the same becomes due, and to fund the Reserve Fund.

(*e*) That all users of the Facilities will be metered.

(*f*) That it will operate the Facilities in an efficient and economical manner and maintain, preserve and keep every part of the Facilities in good repair, working order and condition.

(*g*) That the City may not sell or exchange or otherwise dispose of any property constituting a part of the Facilities unless such property is either worn out or obsolete or, in the opinion of the City, is no longer useful in the operation of the Facilities. Any proceeds of such sale, exchange or other disposition not used to replace the property so sold or exchanged shall be deposited in the Bond Fund.

(*h*) That it will take such action as may be required, to the extent of applicable laws and regulations, to receive and continue to receive distributions from the State Treasurer of the Oil and Gas Gross Production Tax.

SECTION 15. REGISTRATION AND TRANSFER. The Bond is transferable upon the books of and at the principal office of the Registrar, by the registered owner thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange. No transfer of Bonds shall be required to be made during the fifteen days next preceding an interest payment date, nor during the forty-five days next preceding the date fixed for redemption of such Bonds.

The Bond shall be registered as to both principal and interest and the Registrar shall establish and maintain a register for the purposes of recording the names and addresses of the registered owners or assigns, the dates of such registration and the due dates and amounts for payment of principal and interest on the Bond; and the City and the Registrar may deem and treat the person in whose name any Bond is registered as the absolute owner thereof, whether the Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary.

SECTION 16. PARITY BONDS. The City may issue Parity Bonds to provide funds to finance the acquisition, construction and equipping of Facilities, the repair and improvement of Facilities, or the refunding of outstanding bonds, or for other authorized purposes of the Net Revenues, upon the following conditions:

(*a*) No Default has occurred and is continuing;

(*b*) At the time of the issuance of the Parity Bonds there is no deficiency in the Bond Fund or the Reserve Fund; and

(*c*) Net Revenues collected during the fiscal year preceding the year in which the proposed Parity Bonds are to be issued and other funds irrevocably appropriated for the purpose were not less than 1.10 times the average annual principal and interest requirements (including principal and interest on the proposed Parity Bonds) for any future fiscal year during which bonds are outstanding; or the estimated Net Revenues for each of the next three (3) fiscal years will be at least equal to 1.10 times the average annual debt service on all outstanding bonds (including the proposed Parity Bonds) for any future year during which bonds are outstanding.

All Parity Bonds issued in accordance with this Section shall have a lien on the Net Revenues which is equal to the lien of the Bond and all Parity Bonds issued in accordance with this Section. Nothing in this Resolution shall preclude the City from issuing subordinate lien bonds or from providing payments on other obligations which are expressly made a charge on only the surplus Net Revenues subordinate to the pledge of Net Revenues to the Bond authorized hereunder. Notwithstanding the foregoing, the City may issue Parity Bonds with the written consent of the owners of all of the outstanding principal of the Bond.

SECTION 17. DEFAULT AND REMEDIES.

(*a*) The following events shall constitute Default:

(*i*) failure to pay Bond principal or interest when due; or

(*ii*) failure to perform any other obligation of the City imposed by the Resolution or the Bond, but only if:

(*A*) the failure continues for a period of more than ninety (90) days after demand has been made on the City to remedy the failure, and

(*B*) the City fails to take reasonable steps to remedy the failure within that ninety-day period; provided, however, that if a remedy or Default in this Section contradicts any provision in the Loan Agreement the provision in the Loan Agreement shall prevail; or

(*iii*) imposition of a receivership upon the City; or

(*iv*) written admission by the City that the City is unable to pay its debts as they become due.

(*b*) Upon Default, any Bondholder may exercise any remedy available at law or in equity.

A right or remedy conferred by this Section upon any bondholder is not intended to be exclusive of any other right or remedy, but each such right or remedy is cumulative and in addition to every other

right or remedy and may be exercised without exhausting and without regard to any other remedy conferred by this chapter or by any other law of the State.

SECTION 18. INSURANCE AND FIDELITY BOND. The City covenants to maintain insurance appropriate to the risks associated with operation of its Facilities and pursuant to the terms of the Loan Agreement.

SECTION 19. LEASES. The City may lease as lessor or make contracts or grant licenses for the operation of, or grant easements or other rights with respect to any part of the Facilities if such lease, contract, license, easement or right does not, in the opinion of the City, impede the operation of the Facilities, or violate any term or condition of the Loan Agreement, and in the opinion of the City's bond counsel and the NDPFA's counsel, does not affect the tax-exempt status of the Bond.

SECTION 20. AMENDMENT OF RESOLUTION. This Resolution may not be amended without the consent of the Bondholders.

SECTION 21. DISCHARGE. When the Bond, and the interest thereon, have been discharged as provided in this Section, all pledges, covenants and other rights granted by this Resolution shall cease. The City may discharge the Bond due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond or interest thereon should not be paid when due, the same may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The City may also discharge all prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of the redemption thereof has been duly given as provided herein. The City may also discharge all or part of the Bonds at any time by irrevocably depositing in escrow with a suitable bank or trust company for the purpose of paying all or part of the principal and interest due on such Bonds prior to the date upon which the same will be prepayable according to their terms, and paying such Bonds on that date, a sum of cash and securities which are general obligations of the United States or securities the principal and interest payments on which are guaranteed by the United States, or deposits in the Bank of North Dakota which, as provided by N.D.C.C. Section 6-09-10, are guaranteed by the state, in such aggregate amount, bearing interest at such rates and maturing or callable at the holder's option on such dates as shall be required to provide funds sufficient for this purpose; provided that notice of the redemption of all prepayable Bonds on or before such date has been duly given as required herein.

SECTION 22. OTHER DOCUMENTS AND PROCEEDINGS. The officers of the City are hereby authorized and directed to execute and carry out or cause to be carried out the obligations which are necessary or advisable in connection with this Resolution and the issuance, sale and delivery of the Bond. The officers of the City are further authorized and directed to prepare, execute and furnish to the attorneys passing on the legality of the Bond, certified copies of all proceedings, ordinances, resolutions and records and all such certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Bond, and all certified copies, certificates, affidavits and other instruments so furnished shall constitute representations of the City as to the correctness of all facts stated or recited therein. Delivery of the Bond is subject to the approving opinion of bond counsel and customary closing certificates, including a certificate as to absence of material litigation and an arbitrage certificate.

SECTION 23. LOAN AGREEMENT. The Loan Agreement, in substantially the form presented to the City at this meeting, is hereby accepted and authorized to be executed on behalf of the City by its President of the Commission and City Administrator (the "Authorized Officers"), with such modifications as may be approved by the Authorized Officers. The Authorized Officers are authorized and directed to execute the Loan Agreement and to deliver it to the NDPFA, which execution and delivery shall be conclusive evidence of the approval of any modifications with respect to the Loan Agreement. The City shall provide audited financial statements as set out in Section 3.01(f) of the Loan Agreement.

SECTION 24. LOAN FORGIVENESS. During the pendency of the Loan, the City may be offered a certain amount of loan forgiveness by the Department and the NDPFA to reduce the principal amount loaned to the City. The City acknowledges that any such loan forgiveness would be made available by the Department and the NDPFA in connection with receiving and administering federal Capitalization Grants under the State Revolving Fund Program. The City agrees to accept any such loan forgiveness offered to it in connection with the Loan Agreement without any further action.

SECTION 25. TAX COVENANTS. The City covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Bond under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The City will not directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City or take or omit to take any action that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code. To that end, the City will comply with all requirements of Section 148 of the Code and any applicable regulations to the extent applicable to the Bond. In the event that any time the City is of the opinion that for purposes of this Section 25 it is necessary to restrict or limit the yield on the investment of any moneys held in the Bond Fund, the Construction Fund or the Reserve Fund, the City shall take such action as may be necessary.

Without limiting the generality of the foregoing, the City agrees that there shall be paid from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the Bond from time to time. This covenant shall survive payment in full or defeasance of the Bond.

Notwithstanding any provision of this Section, if the City receives an opinion of nationally recognized bond counsel to the effect that any action required under this Section is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of the interest on the Bond pursuant to Section 103 of the Code, the City may rely conclusively on such opinion in complying with the provisions hereof.

The City covenants and agrees that not in excess of ten percent (10%) of the proceeds of the Bonds will be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit ("Private Business Use") if, in addition, the payment of more than ten percent (10%) of the principal or ten percent (10%) of the interest due on the Bond during the term thereof is, under the terms of the Bond or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for Private Business Use or in payments in respect of property used or to be used for Private Business Use or is to be derived from payments in respect of property or borrowed

money used or to be used for Private Business Use. Use of the Facilities by a trade or business on the same basis as the general public is not Private Business Use.

SECTION 26. QUALIFIED TAX-EXEMPT OBLIGATION. The City hereby designates the Bond as a "qualified tax-exempt obligation" under Section 265 of the Code relating to the deduction allowed financial institutions for interest expense allocable to tax-exempt interest. The City represents that: (i) the Bond is not private activity bonds under the private activity bond definition in the Code; (ii) the reasonably anticipated amount of qualified tax-exempt obligations (other than private activity bonds except for "qualified 501(c)(3) bonds" as defined in the Code) which will be issued during 2025 will not exceed $10,000,000; and (iii) not more than $10,000,000 of qualified tax-exempt obligations will be designated by the City (including any subordinate entities) for the calendar year 2025.

SECTION 27. [RESERVED].

SECTION 28. BUY AMERICAN REQUIREMENT. The City shall comply with all federal requirements applicable to the loan (including those imposed by the 2014 Appropriations Act, Public Law No. 113-76 and related SRF regulations and policy guidelines) which the City understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States (the "American Iron and Steel Requirement") unless (i) the City has requested and obtained a waiver from the Department pertaining to the Project or (ii) the Department or NDPFA has otherwise advised the City in writing that the American Iron and Steel Requirement is not applicable to the Project.

SECTION 29. DAVIS BACON AND RELATED ACTS. The City shall, to the extent applicable to the Loan or any related grant, comply with the Davis Bacon and Related Acts requirements (40 U.S.C. 3141,et seq.).

SECTION 30. LOBBYING AND LITIGATION. The City shall comply with Title 40 CFR Part 34, New Restrictions on Lobbying pursuant to Section 2 of the Certificate Relating to Lobbying and Litigation as executed by the Authorized Officers.

SECTION 31. RECORD AND REPORTING REQUIREMENTS. The City shall comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency, the Department or the NDPFA such as performance indicators of program deliverables, information on costs and project progress. The City understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and the American Iron and Steel Requirement may be a default hereunder that results in a repayment of the loan in advance of the maturity of the Bond and/or other remedial actions.

SECTION 32. CERTIFICATES. The President and City Administrator, in consultation with counsel, are hereby authorized to deliver a Certificate which cures ambiguities, defects or omissions herein, corrects, amends or supplements any provision herein, all in furtherance of the financing contemplated herein, including adjustments to the amortization schedule and payment dates.

SECTION 33. ELECTRONIC SIGNATURES. The Commission authorizes the President and the City Administrator to execute documents relating to the issuance of the Bond using electronic signatures. The electronic signatures of the President and the City Administrator shall be as valid as an original signature of such official and shall be effective to bind such official to any document relating

to the issuance of the Bond. For purposes hereof, “electronic signature” means a manually signed original signature that is then transmitted by electronic means.

Dated: December 17, 2024.

CITY OF DICKINSON, NORTH DAKOTA Attest:

_____ _____

President, Board of City Commissioners City Administrator

The governing body of the City acted on the foregoing resolution at a properly noticed meeting held in Dickinson, North Dakota, on December 17, 2024, with the motion for adoption made by _____ and seconded by _____, and the roll call vote on the motion was as follows:

"Aye" _____

"Nay" _____

Absent _____

CITY OF Dickinson North Dakota

Engineering Memorandum

December 12, 2024

RE: December 17th Commission Meeting

FISHER INDUSTRIES ANNUAL OVERSIZED LOAD PERMIT

For your consideration is an annual oversized load agreement with Fisher Industries – Fisher Sand & Gravel. The annual fee for this permit is $12,000. This Agreement allows oversized loads under 200,000 pounds to travel to and from I-94 exit 64, along the I-94 East Business Loop, and on Energy Drive to and from the Permittee's location on Energy Drive.

The City Engineering staff recommend approval.

CITY OF Dickinson North Dakota | ENGINEERING

THIS AGREEMENT is made and entered into on the date stated herein, by and between the Administrator, and Permittee, as stated herein.

Administrator:
City of Dickinson
38 1st Street West
Dickinson, ND 58601

Permitee:
Fisher Industries – Fisher Sand & Gravel
P.O. Box 1034
Dickinson, ND 58602-1034

Agreement Date: December 17, 2024 - City Commission

1. **Permit Term.** The term of this Agreement shall be from the acceptance of said agreement until December 31, 2025, unless terminated earlier pursuant to the provisions of this Agreement. On or before the end of the Term, the parties hereto shall enter into negotiations for any renewals of the Permit; provided, however, that neither Administrator nor Permittee shall be bound to renew this Permit.

2. **Fees.** Permittee hereby agrees to pay an annual fee of $12,000. Such payment shall be due upon execution of this Agreement. Subsequent payments shall be due on or before the end of the month preceding the expiration of the Permit. Permit fees shall be reassessed and renegotiated with the renewal of the Agreement.

3. **Permitted Uses.** The Permit shall be used by Permittee only. Permittee shall not transfer or assign its right or interest in this Agreement to any third party without written consent of Administrator. This Agreement allows oversized loads under 200,000 pounds to travel to and from I-94 exit 64, along the I-94 East Business Loop, and on Energy Drive to and from the Permittee's location on Energy Drive. Trucks and/or equipment must be badged as Fisher Industries, or its affiliate, Fisher Sand & Gravel in order to be covered under this Agreement. If signalization is installed along the route, a height restriction will need to be added to this Agreement once clearances are determined.

4. **Default.** Permittee's failure to fulfill any condition or term of this Agreement, or to pay any Permit fee when due, shall be a material default. Upon such material default, Administrator shall be entitled to cancel the Permit and retain any Permit fees paid hereunder. Administrator shall be entitled to enforce any other remedies available to the Administrator under North Dakota law. In the event of such default, Permittee agrees to peaceably revert back to a per trip permit through the Loadpass system. A waiver by Administrator of any default or breach hereunder on the part of Permittee shall not be construed to be a continuing waiver of such default or breach, nor a waiver in a manner of a default of breach subsequently occurring.

5. **Binding Effect.** This Permit shall be binding on, and shall inure to the benefit of, the parties hereto and their respective administrators, representatives, successors, and assigns.

6. **Governing Law.** This Permit shall be governed by the North Dakota law and any question arising hereunder shall be construed or determined according to such law.

7. **Entire Agreement.** This Permit contains the entire agreement between and among the parties hereto, and supersedes all prior and contemporaneous discussions, negotiations, understandings and agreements, whether oral or written, express or implied, between or among them relating to the subject matter of this Permit. This Permit may not be amended orally, nor shall any purported oral amendment (even if accompanied by partial or complete performance in accordance therewith) be of any legal force or effect or constitute an amendment of this Permit, but rather this Permit may be amended only by an agreement in writing signed by the parties.

8. **Time is of the Essence.** Time is of the essence with respect to the performance of any and all provisions of this Permit.

(signatures begin on next page)

IN WITNESS WHEREOF, the Administrator and Permittee have respectively executed this Permit as of the day and year first above written.

ADMINISTRATOR

City of Dickinson, a North Dakota municipal corporation

By: _____

Scott Decker, President
Board of City Commissioners

ATTEST:

By: _____

Dustin Dassinger
City Administrator

STATE OF NORTH DAKOTA)
)ss
COUNTY OF STARK)

On this _____day of _____, 20____, before me personally appeared **Scott Decker** and **Dustin Dassinger**, known to me to be, respectively, the President of the Board of City Commissioners and the City Administrator for the City of Dickinson, the persons who are described herein and who executed the within and foregoing instrument and acknowledged to me that the City of Dickinson executed the same.

_____

Notary Public
Stark County, North Dakota

PERMITTEE

By: _____

By: _____

STATE OF NORTH DAKOTA)
)ss
COUNTY OF STARK)

On this _____day of _____, 20____, before me personally appeared _____ and _____, known to me to be the persons are described herein and who executed the within and foregoing instrument and acknowledged to me that they executed the same.

_____
Notary Public

Stark County, North Dakota

Engineering & Community Development Monthly Report

Presented by: Engineer Skluzacek

Consideration to Approve

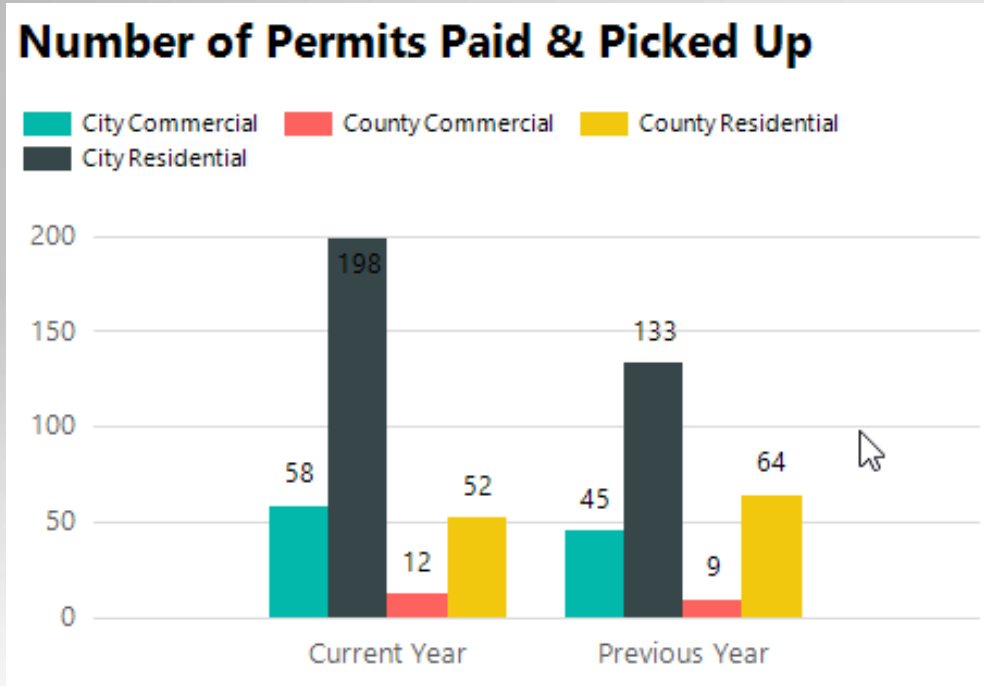
CITY OF Dickinson North Dakota

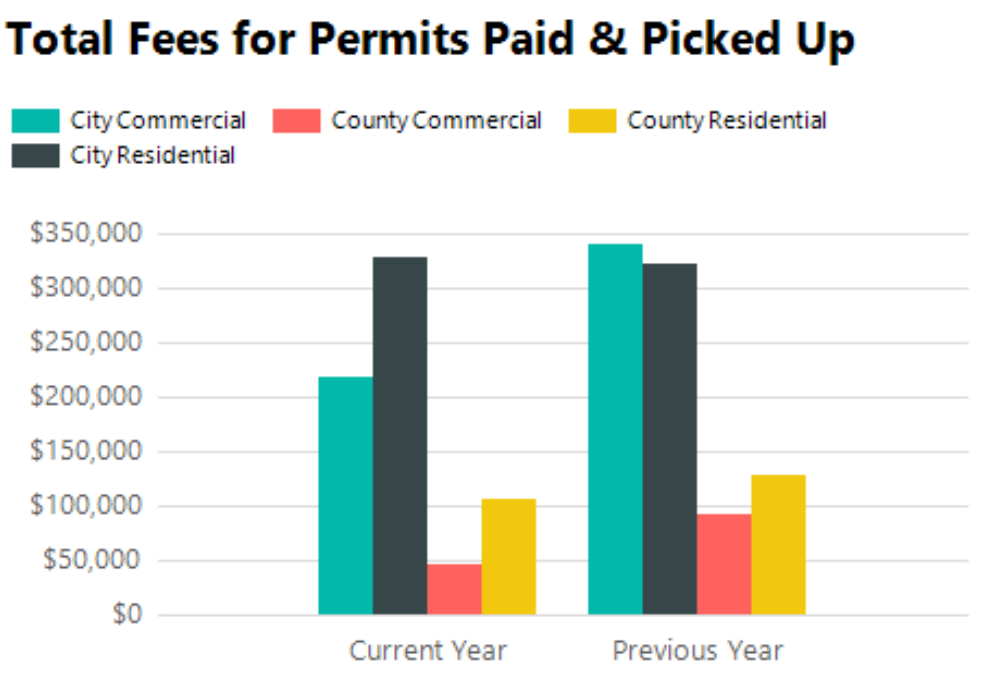
Planning

DEVELOPMENT 2018-2024									
2018									
PLP	FLP	SUP	REZ	FLUM	TAM	ANX	REN	SUM	Pre-Applications
3	8	6	7	4	3	0	0	**31**	N/A
2019									
PLP	FLP	SUP	REZ	FLUM	TAM	ANX	REN		
0	9	7	3	0	2	1	4	**26**	N/A
2020									
PLP	FLP	SUP	REZ	FLUM	TAM	ANX	REN		
1	9	4	3	2	0	0	0	**19**	N/A
2021									
PLP	FLP	SUP	REZ	FLUM	TAM	ANX	REN		
2	9	5	9	2	4	0	1	**32**	N/A
2022									
PLP	FLP	SUP	REZ	FLUM	TAM	ANX	REN		
1	15	10	10	2	1	0	1	**40**	N/A
2023									
PLP	FLP	SUP	REZ	FLUM	TAM	ANX	REN		
4	10	5	7	2	0	0	0	**28**	**37**
2024									
PLP	FLP	SUP	REZ	FLUM	TAM	ANX	REN		
7	15	6	7	3	3	0	3	**44**	**57**

CITY OF Dickinson North Dakota

Buildings & Codes





Date Range reported through December 12, 2024

CITY OF Dickinson North Dakota

Engineering

Project Name	Project Manager	Progress	Start	End
EXECUTION				
NORTH INDUSTRIES UTILITIES	JS	100%	9/5/2023	5/21/2024
SIMS - 9TH ST E TO MUSEUM DR	JS	100%	6/17/2024	10/25/2024
HWY 22/3RD AVE W - 8TH ST S TO 15TH ST MICROSURFACING	JS	100%	5/3/2024	8/30/2024
HWY 22 - 21ST ST TO 45TH ST	JS	100%	5/3/2024	6/28/2024
2024 ROAD MAINTENANCE	JS	97%	5/1/2024	11/2/2024
SUNDANCE COVES LIGHTING	KK	100%	6/17/2024	9/12/2024
2024 WATERMAIN & LEAD SERVICE LINE	JS	100%	7/13/2024	10/11/2024
I-94 EBL MICROSURFACING	JS	100%	8/5/2024	8/30/2024
HEART RIVER BRIDGE IMPROVEMENTS - S. STATE AVE.	KK	99%	11/1/2024	11/15/2024

CITY OF Dickinson North Dakota

Engineering

Project Name	Project Manager	Progress	Start	End
PRELIMINARY/DESIGN ENGINEERING				
EAST BROADWAY DAM	KK	55%	11/27/2023	2/3/2025
MUSEUM EXPANSION	KK	10%	1/1/2024	2/28/2025
LIBRARY EXPANSION	KK	95%	1/1/2024	10/25/2024
I-94 WBL & ROUNDABOUTS	JS	100%	1/8/2023	10/1/2024
HWY 22/3RD AVE W TRAFFIC SIGNAL STUDY	JS	100%	4/1/2023	10/4/2024
PATTERSON LAKE IMPROVEMENTS	JS	0%	4/12/2023	12/31/2024
FIRE STATION EVALUATION	JS	100%	1/16/2024	7/19/2024
PUBLIC SAFETY TRAINING CENTER	JS	100%	12/20/2023	6/28/2024
SIMS - 2ND ST E TO 9TH ST E	JS	55%	7/8/2024	1/17/2025
FAIRWAY/STATE STORM WATER DRAINAGE SYSTEM UPGRADES	JS	0%	3/5/2024	8/15/2025
ENTRANCE SIGNS	KK	90%	9/26/2023	9/27/2024
NORTH INDUSTRIES STREETS	JS	85%	11/8/2023	11/1/2024
TRANSPORTATION MASTER PLAN & COMP. PLAN UPDATE	JS	60%	12/21/2023	4/25/2025
10TH AVE E - VILLARD TO MUSEUM DR	JS	100%	2/6/2024	12/4/2024
10TH AVE E - MUSEUM DR to 21ST ST E	JS	70%	2/6/2024	3/17/2025

Project Name	Project Manager	Progress	Start	End
PRELIMINARY/DESIGN ENGINEERING				
1ST ST E - SIMS to 4TH AVE E	JS	30%	2/6/2024	8/15/2025
5TH ST SW - 3RD AVE W to 6TH AVE E	JS	85%	2/6/2024	11/29/2024
9TH ST W & 5TH AVE W INTERSECTION	JS	30%	2/6/2024	1/17/2025
4TH ST E, 5TH ST E, & 26TH AVE E STREET & STORM WATER IMPROVEMENTS	JS	0%	3/5/2024	8/15/2025
NW REGIONAL POND	JS	0%	TBD	TBD
2025 ROAD MAINTENANCE	JS	75%	3/5/2024	11/15/2024
2025 WATERMAIN & LEAD SERVICE LINE	JS	75%	3/5/2024	11/15/2024
8TH AVE SE CROSSINGS & HEART RIVER TRIBUTARY 47 DRAINAGE	JS	0%	TBD	TBD
DICKINSON DRAINAGEWAY	JS	0%	TBD	TBD
QUEEN CITY DAM EAP & MITIGATION	JS	0%	TBD	TBD
MANNS DAM EAP & MITIGATION	JS	0%	TBD	TBD

Geographic Information System (GIS)

- Exported water utility information formatted to comply with ND Department of Water Resources cost sharing submission requirements.
- Editing GIS data to maintain and improve accuracy for over 200 individual feature classes either routinely or periodically requiring changes.
- Continue database design and schema maintenance to ensure full functionality with current and upcoming GIS software application enhancements.



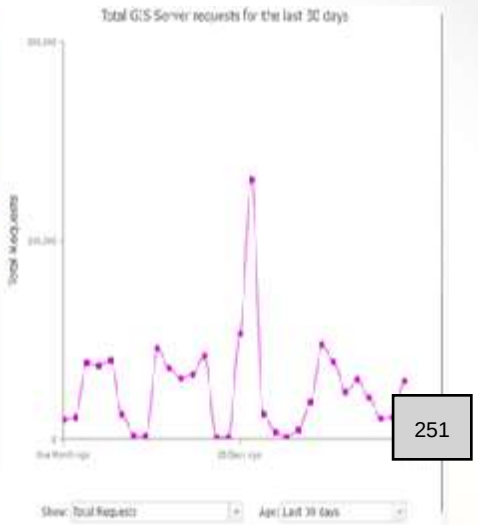
Web Map
Dickinson Land Information Map
Information about Tax parcels, Zoning, and other features.



Web Map
Dickinson Street Information Map
Map Showing various street designations for the City of Dickinson,ND



Web Map
Dickinson Utility Information Map
Utility locate layers for the City of Dickinson, ND



Thank you!

QUESTIONS AND COMMENTS ARE WELCOME

CITY OF Dickinson North Dakota

www.DickinsonGov.com

REZ-007-2024
Meduna Rezone

Presented by: City Planner Birchak

Consideration to Approve

CITY OF Dickinson North Dakota

MEDUNA REZONE PETITION (REZ-007-2024)



CITY OF Dickinson North Dakota

Meduna Zoning Map Amendment Staff Report

To: City of Dickinson Board of Commissioners
From: City of Dickinson Community Development Services
Date: December 4, 2024
Re: REZ-007-2024 Zoning Map Amendment

OWNER/APPLICANT
Leonard and Sandra Meduna
1975 7th Avenue SW
Dickinson, ND, 58601
(701) 227-0119

APPLICANT'S REPRESENTATIVE
Andrew Schrank
Highlands Engineering
319 24th Street East
schrank@highlandseng.com
(701) 483 2444

Public Hearing	December 11, 2024	Planning and Zoning Commission
Public Hearing	December 17, 2024	City Commission
Final Consideration	January 7, 2025	City Commission

The applicant is requesting the approval of a zoning map amendment from Rural Residential (RR) to Low-Density Residential (R-1) for the south 207.04 feet of Lot 9 in Block 1 of the Southfork Acres Second Subdivision, located in the City of Dickinson's Extra-Territorial Zone (ETZ). The purpose of this rezoning is to match the zoning district of the portion of the block adjacent to Lots 1 & 2 of Block 2 of the Decker Third Subdivision in order to combine the lots through a minor subdivision plat.

A companion minor subdivision plat application for the Meduna 1st Subdivision is also scheduled for a public hearing at the December 11, 2024 Planning and Zoning Commission meeting (FLP-020-2024).

Staff recommendation: Approval contingent on approval of the associated Meduna 1st Subdivision (FLP-020-2024).

LOCATION

CURRENT ZONING	**RR**
FUTURE LAND USE MAP DESIGNATION	**RESIDENTIAL**
GROSS SITE ACREAGE	**+/- 1.30 acres**
LOTS PROPOSED	**N/A**

ADJACENT ZONING & LAND USE		
Direction	**Zoning**	**Land Use**
North	RR	Undeveloped
East	AG	Agriculture
South	AG	Agriculture
West	R-1	Single-family residential

COMPATIBILITY, COMPLIANCE, AND RECOMMENDATIONS

Compatibility with the Comprehensive Plan

According to the City's Comprehensive Plan Future Land Use Map (FLUM), the subject property and area immediately surrounding Lot 9 of Block 1 of the Southfork Acres Second Addition Subdivision is designated RESIDENTIAL. This zoning map amendment request is consistent with this FLUM designation.

Compliance with The Zoning Ordinance

The proposed Meduna 1st Subdivision, if approved, would have created a platted lot with split zoning. The eastern portion of Lot 1 in Block 1 of the proposed Meduna 1st Subdivision would have been zoned RR while the western portion would have been zoned R-1. Section 39.04.003 of the Municipal Code states that each lot or site in the City's planning jurisdiction must be in one base district. Approval of this zoning map amendment request ensures that lot will contain only one zoning district.

According to Section 39.04.005, the minimum lot size for an R-1 zoned property is 7,500 square feet. The combined area of the property proposed for rezoning is 1.3 acres. This exceeds the R-1 minimum square footage requirement.

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

Staff Recommendation: The City Development Team staff recommends approval of REZ-007-2024 subject to approval of the Meduna 1st Subdivision (FLP-020-2024).

MOTIONS:

*****Approval*****

"I move the City of Dickinson Planning and Zoning Commission recommend approval of **REZ-007-2024: the Leonard and Sandra Meduna Rezoning Request** *as being consistent with the City of Dickinson Comprehensive Plan, as being compliant with the City of Dickinson Zoning Ordinance, and as being in the interest of the public health, safety and welfare "*

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

1. _____;
2. _____.

*****Denial*****

"I move the Dickinson Planning and Zoning Commission recommend Denial of **REZ-007-2024: the Leonard and Sandra Meduna Rezoning Request** *as NOT being consistent with the City of Dickinson Comprehensive Plan, as not being compliant with the City of Dickinson Zoning Ordinance, and as being contrary to the interest of the public health, safety and welfare."*

MEDUNA REZONE PETITION (REZ-007-2024)



CITY OF Dickinson North Dakota

ORDINANCE NO. _____

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

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

Section 1: That the City of Dickinson Zoning Map as provided in the City Code Section 39.04.006, designating the area and boundaries of the "RR" and "R-1" zoning districts within the municipality jurisdiction of the City of Dickinson, North Dakota, be amended as follows:

1. To reclassify and rezone a parcel from Rural Residential (RR) to Low Density Residential (R-1) described as follows:

   A PARCEL OF LAND BEING THE REPLAT OF LOT NINE (9), BLOCK ONE (1), OF SOUTHFORK ACRES 2ND SUBDIVISION AND LOTS ONE (1) AND TWO (2), BLOCK TWO (2), OF DECKER 3RD SUBDIVISION LOCATED IN THE SOUTHEAST QUARTER (SE 1 4) OF SECTION SIXTEEN (16), TOWNSHIP ONE-HUNDRED THIRTY-NINE NORTH (T139N), RANGE NINETY-SIX WEST (R96W), OF THE FIFTH PRINCIPAL MERIDIAN (5TH P.M.), STARK COUNTY, NORTH DAKOTA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT NINE (9) BEING A FOUND REBAR AND CAP LS-5466; THENCE S 89°53'37" W ALONG THE SOUTH LINE OF SAID LOT NINE (9), A DISTANCE OF 280.35 FEET TO A FOUND REBAR AND CAP LS-5466 AT THE SOUTHWEST CORNER OF SAID LOT NINE (9) ALSO BEING ON THE EAST LINE OF SAID LOT ONE (1); THENCE S 00°02'16" E ALONG SAID EAST LINE, A DISTANCE OF 17.00 FEET TO A FOUND REBAR AT THE SOUTHEAST CORNER OF SAID LOT ONE (1); THENCE S 89°53'37" W ALONG THE SOUTH LINE OF SAID LOT ONE (1), A DISTANCE OF 190.42 FEET TO A SET REBAR AND CAP LS-5466 AT THE SOUTHWEST CORNER OF SAID LOT ONE (1); THENCE N 00°01'19" W ALONG THE WEST LINE OF SAID LOTS ONE (1) AND TWO (2), A DISTANCE OF 223.18 FEET TO A FOUND REBAR AT THE NORTHWEST CORNER OF SAID LOT TWO (2); THENCE N 89°38'12" E ALONG THE NORTH LINE OF SAID LOT TWO (2), A DISTANCE OF 190.36 FEET TO A SET REBAR AND CAP LS-5466 AT THE NORTHEAST CORNER OF SAID LOT TWO (2) ALSO BEING ON THE WEST LINE OF SAID LOT NINE (9); THENCE N 00°02'16" W ALONG SAID WEST LINE, A DISTANCE OF 705.46 FEET TO A FOUND REBAR AND CAP LS-5466 AT THE

NORTHWEST CORNER OF SAID LOT NINE (9); THENCE S 64°50'33" E ALONG THE NORTH LINE OF SAID LOT NINE (9), A DISTANCE OF 311.66 FEET TO A FOUND REBAR AND CAP LS-5466 AT THE NORTHEAST CORNER OF SAID LOT NINE (9); THENCE THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 390.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AND EAST LINE OF SAID LOT NINE (9) THROUGH A CENTRAL ANGLE OF 28°33'52" AN ARC LENGTH OF 194.43 FEET TO A FOUND REBAR AND CAP LS-5466; THENCE S 03°24'26" E ALONG SAID EAST LINE, A DISTANCE OF 591.56 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 6.08 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY PREVIOUS EASEMENTS, AGREEMENTS, CONVEYANCES AND SURVEYS.

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

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

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

_____
Scott Decker, President
Board of City Commissioners

ATTEST

_____
Dustin Dassinger, City Administrator

First Reading: _____, 2024
Second Reading: _____, 2025
Final Passage: _____, 2025