



REGULAR MEETING OF THE CITY COMMISSION AGENDA

Tuesday, January 23, 2024 at 4:30 PM
City Hall – 38 1st Street West Dickinson, ND 58601

City Commissioners:

President: Scott Decker

Vice President: John Odermann

Jason Fridrich

Suzi Sobolik

Robert Baer

CALL TO ORDER

Resolution No: 04-2024

Ordinance No: 1792

ROLL CALL

OPENING CEREMONIES: PLEDGE OF ALLEGIANCE

1. ORDER OF BUSINESS: CONSIDERATION FOR APPROVAL

2. CONSENT AGENDA

A. Approval of Meeting Minutes dated January 9, 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. City Boards/Committees Appointments/Reappointments (Enc.)

Presented by: Deputy City Administrator Carlson

Consideration to approve

B. Designation of Depository Banks for Public Funds (Enc.)

Presented by: Deputy City Administrator Carlson

Consideration to approve Resolution

C. Project Assignment for Actuarial Services with Gallagher Benefit Services, Inc (Enc.)

Presented by: Deputy City Administrator Carlson

Consideration to approve

D. Master Agreement for Professional Services with Gallagher Benefit Services, Inc (Enc.)

Presented by: Deputy City Administrator Carlson

Consideration to approve agreement

E. Monthly Financial Report (Enc.)

Presented by: Deputy City Administrator Carlson

Consideration to approve

4. PUBLIC WORKS

A. Farm Lease - Hondl -111 acres (Enc.)

Presented by: Utilities Manager Zastoupil

Consideration to approve

B. Farm Lease - Hondl - 288 acres (Enc.)

Presented by: Utilities Manager Zastoupil

Consideration to approve

C. Public Works Monthly Reports (Enc.)

Presented by: PW Director Zuroff

5. PUBLIC SAFETY - FIRE

6. PUBLIC SAFETY - POLICE

A. Monthly Police Report (Enc.)

Presented by: Lt. Stockie

7. COMMUNITY DEVELOPMENT

A. Special Use Permit - NDDOT SUP to allow a Maintenance Facility (Enc.)

Presented by: City Planner Galibert

Consideration to approve Resolution

B. Special Use Permit - Robertson's Metal Recycling

Presented by: City Planner Galibert

Consideration to approve Resolution

C. Rezone Request - Highway Department Addition (Enc.)

Presented by: City Planner Galibert

Consideration for second reading and final passage of Ordinance. No. 1791

D. Fire Station Evaluation - Engineers - Architects, P.C. Contract (Enc.)

Presented by: Community Development Director Skluzacek and Fire Chief

Presnell

Consideration to approve

E. Recertification Document for the 2024 Community Rating System Recertification (Enc.)

Presented by: Assistant City Engineer Marshik

Consideration to approve

F. Engineering and Community Development Monthly Report (Enc.)

Presented by: Engineering and Community Development Director Skluzacek

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

A. DSU Presentation

Presented by: Dr. Easton and Ty Orton

B. Public Hearing - 2024 Watermain and Lead Service Line Replacement Project #202401-1 (Enc.)

Presented by: Community Development Director Skluzacek

Consideration to approve Resolution

C. Public Hearing - State 9th Addition Future Land Use Map Amendment

Presented by: City Planner Galibert

Consideration to approve first reading of Ordinance

D. Public Hearing - Rezone Request - State 9th Rezone from CC to R-3 (Enc.)

Presented by: City Planner Galibert

Consideration to approve first reading of Ordinance

E. 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 4:25 pm on January 23, 2023

Teams Meeting: <http://tinyurl.com/CCM-01-23-2024-Teams>

Teams Meeting ID: 212 485 794 873

Meeting Passcode: YJpUB8

Teams Phone # +1 701-506-0320

Phone Conference ID: 619 256 589#

Local Phone #: 701-456-7006

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

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

owner cannot have both of these programs on the same property. The idea is to not sock someone with a large amount of taxes once they improve the property. The property owner will have a large enough cost to bring the older property up to code.

MOTION BY: Suzi Sobolik
Adopt Resolution No. 01-2024.

SECONDED BY: Robert Baer

RESOLUTION NO. 01-2024
**A RESOLUTION AMENDED CERTAIN PROVISION OF THE
RENAISSANCE DEVELOPMENT PLAN**

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

B. 2024 Road Maintenance SID District #202401-1

City Engineer Loretta Marshik presents the 2024 Road Maintenance SID for District 202401-1. She states the protest period ended on 12/29/2023 with zero protested from this area. The number of parcels that did protest were 7. This is an estimated \$2.2 million dollar project funding through the City and special assessments. These assessments would be over 10 years with a 5.9% interest rate.

MOTION BY: Suzi Sobolik
Adopt Resolution No. 02-2024.

SECONDED BY: Jason Fridrich

RESOLUTION NO. 02-2024
**A RESOLUTION DETERMINING THE PROTESTS OF THE 2024 ROAD
MAINTENANCE SPECIAL IMPROVEMENT DISTRICT NO. 202401-1 AND
DIRECTION TO ADVERTISE FOR BIDS.**

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

C.2024 Road Maintenance SID District #2021401-2

City Engineer Loretta Marshik presents the 2024 Road Maintenance SID for District 202401-2. She states the protest period ended on 12/29/2023. The number of parcels that did protest were 14 out of 67 parcels which is a 22.4% protest. The protest did not reach the statutory requirement. This is an estimated \$2.2 million dollar project funding through the City and special assessments. These assessments would be over 10 years with a 5.9% interest rate.

MOTION BY: Suzi Sobolik
Adopt Resolution No. 03-2024.

SECONDED BY: John Odermann

RESOLUTION NO. 03-2024
**A RESOLUTION DETERMINING THE PROTESTS OF THE 2024 ROAD
MAINTENANCE SPECIAL IMPROVEMENT DISTRICT NO. 202401-2 AND
DIRECTION TO ADVERTISE FOR BIDS.**

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

City Engineer Loretta Marshik states that letters were sent to residents and her contact information is on the letters.

D. KLJ – Public Safety Center Task Order

Engineering and Community Development Director Josh Skluzacek presents a task order with KLJ for the Public Safety Center engineering design. There is an RFP for 2023 and had received two proposals. Director Skluzacek states KLJ would do an engineering design for a fire department burn tower, running track, parking lot and others. This site is adjacent to ND National Guard Readiness Center and would be joint use with Public Safety staff and National Guard.

MOTION BY: Robert Baer

SECONDED BY: John Odermann

To approve the KLJ for the Public Safety Center Task Order.

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

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

A. Public Hearing – Rezone Request – Highway Department Addition

City Planner Matthew Galibert presents a rezoning petition from the ND Highway Department. This rezoning petition would enable the project to have a maintenance facility with a special use permit. This is in coordinate with NDDOT to trouble shoot some conditions and an appetite to relocate. The last plat was in 1975. They have been good partners with the City. The City has asked to have screening of the outdoor storage but this is difficult to establish foliage in this area. They have stated that relocation is not an option.

Commissioner John Odermann questions if this is an option for the city to deny if they are not willing to move.

City Planner Galibert states NDDOT is not willing to move.

Community Development Director Joshua Skluzacek states he has conversations with Rob Rayhorn and there are no future relocations plans as this is too costly.

Commissioner Jason Fridrich asks even if the City can deny the special use permit. NDDOT would probably continue on with the project anyway. He asks if does the City actually have the ability that they can build on this property.

City Attorney Christina Wenko states the city does have boundaries and would have the authority to delegate what happens in their own boundaries. She states to be good neighbors and work with them the best that we can.

City Planner Galibert states to apply the zoning ordinance and the city probably should be careful of what you wish for because then, don't open the door to let them do what they want. It is good to go through the process.

Commissioner John Odermann wants to ensure the long term that the thoroughfare through the City of Dickinson is aesthetically looks good and not that it looks like more of an industrial middle of town.

City Planner Galibert states once the facility is there the connection for individuals will be on 21st Street. They may need to look at a better flow option for traffic in this area.

Commissioner John Odermann states the north side of the property the landscaping hides the facility. Maybe this is the direction the City needs to go in the south to plant more trees to be more appealing.

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

MOTION BY: John Odermann
To approve first reading of Ordinance 1791.

SECONDED BY: Jason Fridrich

ORDINANCE NO. 1791

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

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

Motion declared duly passed

B. Public Comments not on Agenda

Arlan Hofland of 690 9th Avenue SW is questioning the number of people that protested the SID 2024-01. He is asking to see the protests as a number of his neighbors did protest this project. He is wondering what happens after the assessments if the home owner does not agree with what is being assessed. Mr. Hofland states he does not agree with the repairs that are going to be needed to be done. He questions if this is a common practice and is it not covered by the developer or the contractor. Mr. Hofland is also wondering if there are other improvements in other parts of the city that are having special assessments. Mr. Hofland is wondering of the process. Does the resident go through the process and whom does the resident contact? He wants to make sure this process is not a hit and miss.

President Scott Decker states there were 67 parcels and 14 individuals filed for protest which is 22.4%.

City Attorney Christina Wenko states the number of specials is set based on what the prior estimates were given. She states the home owner has the opportunity to replace the sidewalk by themselves.

City Engineer Loretta Marshik states the home owner has the ability to disagree with the amount. The cost is based on the projects in the past and the cost to install. Ms. Marshik states that both SID will move forward as both areas did not receive enough protest and the city will be looking for approve this evening. She states once the bidding is completed the city will have a better understanding of the cost of the concrete. The property owners can visit with KLJ and City staff and look at their concerns of what is being assessed on their properties. Ms. Marshik states the work can be done in the manner that is designated in the project and completed prior to the contractors come through.

Commissioner Jason Fridrich states the City used to pay for the projects and now some of the areas have not had an upgrade to their sidewalks, curb and gutter for 40 years. The process was to be simple with fixing the curb, sidewalk and gutter in front of your house. This City would be responsible for the handicap ramps. This would then be assessed back to the resident.

Commissioner John Odermann feels the City needs to make some adjustment to their timeline. KLJ nor the City want to go out now and take a look at the property that is going to be assessed. For the safety of the citizens and staff the City needs to look at a different timeline for projects.

President Scott Decker closes public comments at 5:25 p.m.

9. COMMISSION
No discussion.

ADJOURNMENT

MOTION BY: Jason Fridrich

SECONDED BY: John Odermann

Adjournment of the meeting was at 5:50 P.M.

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

OFFICIAL MINUTES PREPARED BY:

Rita Binstock, Assistant to City Administrator

APPROVED BY:

Dustin Dassinger, City Administrator

Scott Decker, President
Board of City Commissioners

Date: January 9, 2023

Please Approve the following Manual Checks on 01-09-2024

CK#126125	MESSERLI & KRAMER	332.51
CK#126151	CONSOLIDATED	2988.45
CK#126155	DICKINSON FIRE DEPT	460
CK#126158	DICKINSON THEODORE ROOSEV AIRPORT	44000
CK#126257	VERIZON	8308.73
CK#126220	PRINCIPAL	16450.63
CK#126261	WEST RIVER LODGE #5	1330
CK#126270	CDW	1682.54
CK#126271	DAKOTA BUSINESS SOLUTIONS	6373.79
CB010224	COMMERCE BANK CREDIT CARD	47703.62
CK#126272	UNITED STATES TREASURY-VOIDED	169.57
CK#126358	MACKOFF KELLOGG LAW FIRM	28,500.00
CB01182024	COMMERCE BANK CREDIT CARD	54,227.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson
 Payables Management

Section 2. Item B.

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

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

Print Option: DETAIL
 Age By: Document Date
 Aging Date: 1/17/2024

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/	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
Payment No.							Amount					
	10021457	INV	1/9/2024	1/9/2024	\$4,988.37	YOKE CUTTER, TWISTERS BL		\$4,988.37				
							Due					
Voucher(s):	1	Aged Totals:						\$4,988.37	\$4,988.37	\$0.00	\$0.00	\$0.00

Vendor ID: 4977		Name: ADVANTAGE CREDIT BUREAU					Class ID:		FED TAX CLAS:			
Voucher/	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
Payment No.							Amount					
	60649	INV	1/2/2023	1/2/2023	\$175.00	CREDIT BUREAU CHECKS					\$175.00	
							Due					
Voucher(s):	1	Aged Totals:						\$175.00	\$0.00	\$0.00	\$0.00	\$175.00

Vendor ID: 5115		Name: ALLSTATE PETERBILT OF DICKINSON					Class ID:		FED TAX CLAS:			
Voucher/	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
Payment No.							Amount					
	4604184540	INV	1/5/2024	1/5/2024	\$9.16	GASKET, CONNECTION		\$9.16				
							Due					
Voucher(s):	1	Aged Totals:						\$9.16	\$9.16	\$0.00	\$0.00	\$0.00

Vendor ID: 4278		Name: APEX					Class ID:		FED TAX CLAS:			
Voucher/	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
Payment No.							Amount					
	17710	INV	12/31/2023	12/31/2023	\$2,047.00	202103 STATE AVE IMPROVEM		\$2,047.00				
	17720	INV	12/31/2023	12/31/2023	\$81,600.00	202104 SIMS ST IMPROVEMEN		\$81,600.00				
	17784	INV	12/31/2023	12/31/2023	\$198.00	202303 REUSE WATER EVALL		\$198.00				
	17797	INV	12/31/2023	12/31/2023	\$1,470.00	202113 WRF TECHNICAL ASSI		\$1,470.00				
	17798	INV	12/31/2023	12/31/2023	\$1,680.00	WRF PHASE 2 FACILITY PLAN		\$1,680.00				
							Due					
Voucher(s):	5	Aged Totals:						\$86,995.00	\$86,995.00	\$0.00	\$0.00	\$0.00

Vendor ID: 4418		Name: ARAMARK UNIFORM & CAREER APPAREL GROU					Class ID:		FED TAX CLAS: C CORP		
Voucher/	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
Payment No.							Amount				
	2550260962	INV	12/20/2023	12/20/2023	\$157.39	MATS		\$157.39			
	2550263898	INV	12/27/2023	12/27/2023	\$190.90	MATS		\$190.90			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

2550266638	INV	1/3/2024	1/3/2024	\$27.15	MATS	\$27.15
2550266677	INV	1/3/2024	1/3/2024	\$50.85	MATS	\$50.85
2550266720	INV	1/3/2024	1/3/2024	\$157.39	MATS	\$157.39
2550266721	INV	1/3/2024	1/3/2024	\$69.40	UNIFORM CLEANING	\$69.40

				Due				
Voucher(s):	6	Aged Totals:		\$653.08	\$653.08	\$0.00	\$0.00	\$0.00

Vendor ID: 68 **Name:** B & K ELECTRIC **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	200216	INV	1/5/2024	1/5/2024	\$242.30	INLINE FUSE HOLDER MIDGE1		\$242.30			

				Due				
Voucher(s):	1	Aged Totals:		\$242.30	\$242.30	\$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
	2038013541	INV	12/27/2023	12/27/2023	\$91.83	DIP CH		\$91.83			

				Due				
Voucher(s):	1	Aged Totals:		\$91.83	\$91.83	\$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
	77051-2	INV	10/25/2023	10/25/2023	\$130.00	CLOTHING FOR POLICE DEPT				\$130.00	
	77497-1	INV	12/20/2023	12/20/2023	\$130.00	CLOTHING FOR POLICE DEPT		\$130.00			
	77709-1	INV	12/20/2023	12/20/2023	\$281.00	CLOTHING FOR POLICE DEPT		\$281.00			

				Due				
Voucher(s):	3	Aged Totals:		\$541.00	\$411.00	\$0.00	\$130.00	\$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
	34451050.02-1	INV	1/12/2024	1/12/2024	\$1,326.50	202108 EAST BROADWAY DAM		\$1,326.50			

				Due				
Voucher(s):	1	Aged Totals:		\$1,326.50	\$1,326.50	\$0.00	\$0.00	\$0.00

Vendor ID: 6217 **Name:** BECK GREG **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
	01092024	INV	1/9/2024	1/9/2024	\$95.00	REIMBURSEMENT OF EYEWE		\$95.00			

				Due				
Voucher(s):	1	Aged Totals:		\$95.00	\$95.00	\$0.00	\$0.00	\$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

Vendor ID: 817		Name: BECKER, DANA					Class ID:		FED TAX CLAS: EMPLOY			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	HEALTH INS PREMIU	INV	1/10/2024	1/10/2024	\$1,021.26	OPEB HLTH BENEFIT		\$1,021.26				
							Due					
Voucher(s): 1							Aged Totals:	\$1,021.26	\$1,021.26	\$0.00	\$0.00	\$0.00
Vendor ID: 9800		Name: BENNER, MARC					Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	011024	INV	1/10/2024	1/10/2024	\$1,184.45	REIMBURSEMENT FOR TRAVEL		\$1,184.45				
							Due					
Voucher(s): 1							Aged Totals:	\$1,184.45	\$1,184.45	\$0.00	\$0.00	\$0.00
Vendor ID: 773		Name: BERGER ELECTRIC INC					Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	86438	INV	12/18/2023	12/18/2023	\$85.00	TROUBLESHOOT & CHECK C		\$85.00				
	86439	INV	12/18/2023	12/18/2023	\$1,415.50	TROUBLESHOOT EXHAUST F		\$1,415.50				
	86453	INV	12/19/2023	12/19/2023	\$686.95	REPLACE VFD FOR PUMP #1		\$686.95				
	86456	INV	12/19/2023	12/19/2023	\$1,890.06	TROUBLESHOOT HEATER @ I		\$1,890.06				
	86576	INV	12/29/2023	12/29/2023	\$403.75	TROUBLESHOOT LIFT STATIC		\$403.75				
	86579	INV	12/29/2023	12/29/2023	\$880.00	INSTALL MOTOR FOR HVAC		\$880.00				
							Due					
Voucher(s): 6							Aged Totals:	\$5,361.26	\$5,361.26	\$0.00	\$0.00	\$0.00
Vendor ID: 5996		Name: BIG HORN TIRE, INC					Class ID:		FED TAX CLAS: S CORP			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	18980	INV	12/28/2023	12/28/2023	\$48.00	FLAT REPAIR FOR UNIT #R53		\$48.00				
	19001	INV	1/4/2024	1/4/2024	\$85.00	FIX FLAT TIRE ON UNIT #R53		\$85.00				
	19012	INV	1/8/2024	1/8/2024	\$104.00	ND TRUCK TIRE		\$104.00				
							Due					
Voucher(s): 3							Aged Totals:	\$237.00	\$237.00	\$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	
	2135931	INV	1/8/2024	1/8/2024	\$819.47	DIP AV 2024		\$819.47				
	2136795	INV	1/12/2024	1/12/2024	\$94.00	DIP AV 2024		\$94.00				
							Due					
Voucher(s): 2							Aged Totals:	\$913.47	\$913.47	\$0.00	\$0.00	\$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

Vendor ID: 72		Name: BOESPFLUG TRAILERS & FEED 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	
	101225	INV	1/9/2024	1/9/2024	\$9.50	REP L PIN & CABLE/BKWY SW		\$9.50				
							Due					
Voucher(s): 1							Aged Totals:	\$9.50	\$9.50	\$0.00	\$0.00	\$0.00
Vendor ID: 951		Name: BORDER STATES ELECTRIC SUPPLY					Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	927576457	INV	12/20/2023	12/20/2023	\$234.10	ALB 1606-XLP50E		\$234.10				
							Due					
Voucher(s): 1							Aged Totals:	\$234.10	\$234.10	\$0.00	\$0.00	\$0.00
Vendor ID: 6272		Name: BOSS OFFICE PRODUCTS					Class ID:		FED TAX CLAS: S CORP			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	598651-0	INV	1/10/2024	1/10/2024	\$234.00	COFFEE, FILTER PACK, RD		\$234.00				
	599055-0	INV	1/11/2024	1/11/2024	\$79.98	TAPE, PACKING		\$79.98				
							Due					
Voucher(s): 2							Aged Totals:	\$313.98	\$313.98	\$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	
	34254	CRM	1/4/2024		(\$8.05)	CREDIT FOR RETURN OF WA`		(\$8.05)				
	34283	INV	1/11/2024	1/11/2024	\$29.85	3 5 GLA SPRING WATER		\$29.85				
							Due					
Voucher(s): 2							Aged Totals:	\$21.80	\$21.80	\$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	
	16017	INV	1/10/2024	1/10/2024	\$354,270.00	COMM AUTO, LIABLI, INLAND,		\$354,270.00				
							Due					
Voucher(s): 1							Aged Totals:	\$354,270.00	\$354,270.00	\$0.00	\$0.00	\$0.00
Vendor ID: 1432		Name: BROWN, DAN					Class ID:		FED TAX CLAS: EMPLOYEE/RETIREE			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	HEALTH INS PREMIU	INV	1/14/2024	1/14/2024	\$368.97	OPEB HLTH BENEFIT		\$368.97				
							Due					
Voucher(s): 1							Aged Totals:	\$368.97	\$368.97	\$0.00	\$0.00	\$0.00
Vendor ID: 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	
	09PS0351602	INV	12/30/2023	12/30/2023	\$109.39	PARTS FOR CAT		\$109.39				

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

09PS0351708	INV	1/3/2024	1/3/2024	\$260.46	ANTI FREEZE, HYDO ADV	\$260.46
09PS0351709	INV	1/3/2024	1/3/2024	\$275.49	COUPLINGS, SEALS, O RINGS	\$275.49

Voucher(s): 3	Aged Totals:	Due				
		\$645.34	\$645.34	\$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
	2781-410138	CRM	1/4/2024		(\$22.00)	CORE RETURN		(\$22.00)			
	2781-410144	CRM	1/4/2024		(\$167.50)	RETURN BATTERY GOLD		(\$167.50)			
	2781-410145	CRM	1/4/2024		(\$22.00)	RETURN BATTERY		(\$22.00)			
	2781-410093	INV	1/3/2024	1/3/2024	\$13.11	BELT		\$13.11			
	2781-410130	INV	1/4/2024	1/4/2024	\$189.50	BATTERY		\$189.50			
	2781-410141	INV	1/4/2024	1/4/2024	\$176.29	BATTERY		\$176.29			
	2781-410298	INV	1/9/2024	1/9/2024	\$90.87	BRAKLEEN NON CHR LORI, SF		\$90.87			

Voucher(s): 7	Aged Totals:	Due				
		\$258.27	\$258.27	\$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
	83071984	INV	12/18/2023	12/18/2023	\$78.72	DIP 2024		\$78.72			
	83076330	INV	12/19/2023	12/19/2023	\$71.22	BC		\$71.22			

Voucher(s): 2	Aged Totals:	Due				
		\$149.94	\$149.94	\$0.00	\$0.00	\$0.00

Vendor ID: 109 **Name:** CENTRAL MECHANICAL 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
	18948	INV	12/20/2023	12/20/2023	\$2,212.75	REPLACED VACUUM PUMP M		\$2,212.75			

Voucher(s): 1	Aged Totals:	Due				
		\$2,212.75	\$2,212.75	\$0.00	\$0.00	\$0.00

Vendor ID: 4477 **Name:** CERTIFIED POWER 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
	85275193-1	INV	1/5/2024	1/5/2024	\$18.70	FITTINGS		\$18.70			

Voucher(s): 1	Aged Totals:	Due				
		\$18.70	\$18.70	\$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
	203790	INV	1/3/2024	1/3/2024	\$49.31	ACTUATOR A/C AND HEATER		\$49.31			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

Voucher(s): 1	Aged Totals:	<u>Due</u>	\$49.31	\$49.31	\$0.00	\$0.00	\$0.00
----------------------	---------------------	------------	---------	---------	--------	--------	--------

Vendor ID: 9641 **Name:** CIVICPLUS LLC **Class ID:** **FED TAX CLAS:** LLC-P

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	281554	INV	1/9/2024	1/9/2024	\$6,405.00	MUNICODE MEETINGS ULTIM		\$6,405.00			
	281617	INV	1/9/2024	1/9/2024	\$12,577.95	SPECIALTY SUB SITE ANNUAL		\$12,577.95			

Voucher(s): 2	Aged Totals:	<u>Due</u>	\$18,982.95	\$18,982.95	\$0.00	\$0.00	\$0.00
----------------------	---------------------	------------	-------------	-------------	--------	--------	--------

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2149246	INV	12/20/2023	12/20/2023	\$335.00	NS-1 ROSE NICHE FRONT		\$335.00			
	2149247	INV	12/20/2023	12/20/2023	\$335.00	NS-1 ROSE NICHE FRONT		\$335.00			
	2149873	INV	12/21/2023	12/21/2023	\$335.00	NS-1 ROSE NICHE FRONT		\$335.00			
	2150192	INV	12/22/2023	12/22/2023	\$335.00	NS-1 ROSE NICHE FRONT		\$335.00			
	1256837	INV	1/2/2024	1/2/2024	\$335.00	NS-3 ROSE NICHE FRONT		\$335.00			
	1257231	INV	1/3/2024	1/3/2024	\$335.00	NS-3 ROSE NICHE FRONT		\$335.00			
	1257730	INV	1/4/2024	1/4/2024	\$556.00	CF-1 CRYPT FRONT		\$556.00			
	2152974	INV	1/5/2024	1/5/2024	\$540.00	CF-3 ROSE CRYPT FRONT		\$540.00			

Voucher(s): 8	Aged Totals:	<u>Due</u>	\$3,106.00	\$3,106.00	\$0.00	\$0.00	\$0.00
----------------------	---------------------	------------	------------	------------	--------	--------	--------

Vendor ID: 126 **Name:** COMMUNITY ACTION **Class ID:** **FED TAX CLAS:**

Voucher/ Payment 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 SUBSIDIES	INV	1/16/2024	1/16/2024	\$15,000.00	SUBSIDIES FOR 2024		\$15,000.00			

Voucher(s): 1	Aged Totals:	<u>Due</u>	\$15,000.00	\$15,000.00	\$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 010124	INV	1/1/2024	1/1/2024	\$1,923.10	MONTHLY PHONE BILLING		\$1,923.10			
	423500 010124	INV	1/1/2024	1/1/2024	\$145.37	MONTHLY PHONE BILLING		\$145.37			
	423600 010124	INV	1/1/2024	1/1/2024	\$3,145.69	MONTHLY PHONE BILLING		\$3,145.69			

Voucher(s): 3	Aged Totals:	<u>Due</u>	\$5,214.16	\$5,214.16	\$0.00	\$0.00	\$0.00
----------------------	---------------------	------------	------------	------------	--------	--------	--------

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

Vendor ID: 3986		Name: CUMMINS SALES AND SERVICE					Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	CG-16652	INV	11/25/2023	11/25/2023	\$1,649.00	GEN SET			\$1,649.00			
							Due					
Voucher(s): 1							Aged Totals:	\$1,649.00	\$0.00	\$1,649.00	\$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	
	21472	INV	12/26/2023	12/26/2023	\$233.66	CLEANING SUPPLIES		\$233.66				
							Due					
Voucher(s): 1							Aged Totals:	\$233.66	\$233.66	\$0.00	\$0.00	\$0.00
Vendor ID: 3938		Name: DAKOTA SIGNWERKS					Class ID: 1099		FED TAX CLAS: MISC			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	122304	INV	12/4/2023	12/4/2023	\$316.00	POLYCARBONATE SIGNS FOF			\$316.00			
							Due					
Voucher(s): 1							Aged Totals:	\$316.00	\$0.00	\$316.00	\$0.00	\$0.00
Vendor ID: 4560		Name: DAKOTA SUPPLY GROUP					Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	S103354936.001	INV	12/20/2023	12/20/2023	\$187.79	IDEC PS5R, IDEC PS5R VD24		\$187.79				
							Due					
Voucher(s): 1							Aged Totals:	\$187.79	\$187.79	\$0.00	\$0.00	\$0.00
Vendor ID: 110		Name: DICKINSON AREA CHAMBER OF COMMERCE					Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	29286	INV	1/3/2024	1/3/2024	\$350.00	2024 STATE OF CITY LUNCHE		\$350.00				
							Due					
Voucher(s): 1							Aged Totals:	\$350.00	\$350.00	\$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	
	OCC TAX/DECEMBEF	INV	1/4/2024	1/4/2024	\$35,468.95	OCCUPANCY TAX/DECEMBEF		\$35,468.95				
							Due					
Voucher(s): 1							Aged Totals:	\$35,468.95	\$35,468.95	\$0.00	\$0.00	\$0.00
Vendor ID: 175		Name: DICKINSON PARKS & REC					Class ID:		FED TAX CLAS: GOVERNMENT NON PROFIT			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	STATE AID DIST/DEC	INV	1/4/2024	1/4/2024	\$30,167.91	STATE AID DISTRIBUTION/DE		\$30,167.91				
	2024 SUBSIDIES 01/2	INV	1/12/2024	1/12/2024	\$243,750.00	PARK & REC PROJECTS/WRC		\$243,750.00				
	SUBSIDIES 01/2024	INV	1/16/2024	1/16/2024	\$100,000.00	PARK & REC COMM CENTER I		\$100,000.00				

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

Voucher(s): 3	Due				
	Aged Totals:	\$373,917.91	\$373,917.91	\$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	1/11/2024	1/11/2024	\$2,631.12	EMPLOYEE MEMBERSHIPS		\$2,631.12			

Voucher(s): 1	Due				
	Aged Totals:	\$2,631.12	\$2,631.12	\$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
	1-180569	INV	1/3/2024	1/3/2024	\$77.00	COMPUTER BALANCE, ROTA1		\$77.00			
	1-GS180588	INV	1/4/2024	1/4/2024	\$771.00	SET OF TIRES/VEHICLE SUPP		\$771.00			
	1-180677	INV	1/9/2024	1/9/2024	\$34.00	FLAT REPAIR S63		\$34.00			

Voucher(s): 3	Due				
	Aged Totals:	\$882.00	\$882.00	\$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 COLL 01/1	INV	1/17/2024	1/17/2024	\$149,648.17	STARK CO COLLECTIONS 01-		\$149,648.17			

Voucher(s): 1	Due				
	Aged Totals:	\$149,648.17	\$149,648.17	\$0.00	\$0.00

Vendor ID: 190 **Name:** DOMESTIC VIOLENCE & RAPE 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
	SUBSIDIES 2024	INV	1/3/2024	1/3/2024	\$27,500.00	SUBSIDIES FOR 2024		\$27,500.00			

Voucher(s): 1	Due				
	Aged Totals:	\$27,500.00	\$27,500.00	\$0.00	\$0.00

Vendor ID: 203 **Name:** EAST END AUTO (POLICE) **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	17558	INV	12/29/2023	12/29/2023	\$50.00	TOWING ALUM FLATBED TRA		\$50.00			
	17560	INV	12/29/2023	12/29/2023	\$50.00	TOWING 2008 HYUNDIA VERA		\$50.00			

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

Vendor ID: 6501 **Name:** EBELHAR ROBERT **Class ID:** **FED TAX CLAS:** EMPLOYEE

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	RE 011224	INV	1/12/2024	1/12/2024	\$46.25	EMPLOYEE EXPENSE-R EBEL		\$46.25			

Voucher(s): 1	Due				
	Aged Totals:	\$46.25	\$46.25	\$0.00	\$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

Vendor ID: 1039		Name: ELDER CARE					Class ID:		FED TAX CLAS:			
Voucher/						Writeoff						
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	ELDER CARE	INV	1/11/2024	1/11/2024	\$62,500.00	SALES TAX		\$62,500.00				
							Due					
Voucher(s): 1		Aged Totals:						\$62,500.00	\$62,500.00	\$0.00	\$0.00	\$0.00
Vendor ID: 6070		Name: ENNIS- FLINT, INC					Class ID:		FED TAX CLAS: C CORP			
Voucher/						Writeoff						
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	279980	INV	1/3/2024	1/3/2024	\$872.99	RIPPACK IGNITERS HOSES		\$872.99				
							Due					
Voucher(s): 1		Aged Totals:						\$872.99	\$872.99	\$0.00	\$0.00	\$0.00
Vendor ID: 9786		Name: FATH THOMAS					Class ID: 1099		FED TAX CLAS: FINANCE COMMITTEE			
Voucher/						Writeoff						
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	01/10/24 MEETING	INV	1/10/2024	1/10/2024	\$100.00	01-10-24 FINANCE COMMITTEE		\$100.00				
							Due					
Voucher(s): 1		Aged Totals:						\$100.00	\$100.00	\$0.00	\$0.00	\$0.00
Vendor ID: 6113		Name: FLEETMIND SOLUTIONS INC.					Class ID:		FED TAX CLAS: CORPORATION			
Voucher/						Writeoff						
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	10011	INV	1/9/2024	1/9/2024	\$435.03	JAN FEE, FLEETLINK		\$435.03				
	9963	INV	1/9/2024	1/9/2024	\$1,015.00	JAN FEE FLEETLINK		\$1,015.00				
							Due					
Voucher(s): 2		Aged Totals:						\$1,450.03	\$1,450.03	\$0.00	\$0.00	\$0.00
Vendor ID: 5795		Name: FORCE AMERICA DISTRIBUTING LLC					Class ID:		FED TAX CLAS: C CORP			
Voucher/						Writeoff						
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	IN200-1046393	INV	12/27/2023	12/27/2023	\$874.00	5MB FLAT DATA PLAN US W/N		\$874.00				
	IN060-1028490	INV	12/31/2023	12/31/2023	\$13,480.25	535 GAL GALVANIZED SPRAYI		\$13,480.25				
							Due					
Voucher(s): 2		Aged Totals:						\$14,354.25	\$14,354.25	\$0.00	\$0.00	\$0.00
Vendor ID: 5859		Name: FORUM COMMUNICATIONS CO.					Class ID:		FED TAX CLAS: S CORP			
Voucher/						Writeoff						
Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	283789-1	INV	12/12/2023	12/12/2023	\$299.44	REGULAR MEETING 120523			\$299.44			
	283799-1	INV	12/12/2023	12/12/2023	\$187.72	SPECIAL MEETINGS 12-05-23			\$187.72			
	I2024.00000137	INV	12/31/2023	12/31/2023	\$360.00	CHRISTMAS EVENTS-LEGACY		\$360.00				
	I2024.00000138	INV	12/31/2023	12/31/2023	\$300.00	CHRISTMAS EVENTS-LEGACY		\$300.00				
	MP119154 123123	INV	12/31/2023	12/31/2023	\$66.00	ADVERTISING -MUSEUM		\$66.00				

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

MP148685 123123 INV 12/31/2023 12/31/2023 \$50.00 ADVERTISING -LIBRARY \$50.00

Voucher(s): 6	Aged Totals:	Due							
		\$1,263.16	\$776.00	\$487.16	\$0.00	\$0.00			

Vendor ID: 233 **Name:** FOUR SEASONS TROPHIES **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	4728	INV	1/10/2024	1/10/2024	\$76.52	8"X10" GRAY PLAGUE		\$76.52			

Voucher(s): 1	Aged Totals:	Due							
		\$76.52	\$76.52	\$0.00	\$0.00	\$0.00			

Vendor ID: 236 **Name:** GAFFANEYS FLORAL **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	022218	INV	12/29/2023	12/29/2023	\$65.00	FRESH ARRANGEMENT-D KAI		\$65.00			

Voucher(s): 1	Aged Totals:	Due							
		\$65.00	\$65.00	\$0.00	\$0.00	\$0.00			

Vendor ID: 9747 **Name:** GREEN LANDON **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
	MILEAGE 12/23	INV	12/31/2023	12/31/2023	\$64.71	MILEAGE FOR DEC 2023		\$64.71			

Voucher(s): 1	Aged Totals:	Due							
		\$64.71	\$64.71	\$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
	010324 J BIG EAGLE	INV	12/31/2023	12/31/2023	\$518.75	LEGAL SERVICES-JESS BIG E		\$518.75			
	123123 C MORIN	INV	12/31/2023	12/31/2023	\$125.00	LEGAL SERVICES-CHRISTIN M		\$125.00			
	123123 D MILLER	INV	12/31/2023	12/31/2023	\$337.50	LEGAL SERVICES-DELAINE M		\$337.50			
	123123 M SULLIVAN	INV	12/31/2023	12/31/2023	\$75.00	LEGAL SERVICES- M SULLIVA		\$75.00			
	123123 P WHITCHER	INV	12/31/2023	12/31/2023	\$197.92	LEGAL SERVICES-PAUL WHIT		\$197.92			
	123123 S FAHLSTROI	INV	12/31/2023	12/31/2023	\$350.00	LEGAL SERVICES-S FAHLSTR		\$350.00			

Voucher(s): 6	Aged Totals:	Due							
		\$1,604.17	\$1,604.17	\$0.00	\$0.00	\$0.00			

Vendor ID: 6210 **Name:** HEART RIVER VOICE **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	11-8649	INV	1/2/2024	1/2/2024	\$140.00	1/4 PG ADVERTISING -LIBRAR		\$140.00			

Voucher(s): 1	Aged Totals:	Due							
		\$140.00	\$140.00	\$0.00	\$0.00	\$0.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

Vendor ID: 9617		Name: I-DEAL TRAILERS, 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	
	10152	INV	1/2/2024	1/2/2024	\$9,300.00	PURCHASE (2) 2023BUMPER I		\$9,300.00				
							Due					
Voucher(s): 1							Aged Totals:	\$9,300.00	\$9,300.00	\$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	
	DP122023.945.0	INV	12/31/2023	12/31/2023	\$682.55	AZURE AD PLAN 2, SSL VPN C		\$682.55				
	TC122023.945.0	INV	12/31/2023	12/31/2023	\$16.75	PEXIP VIRTUAL MEETING ROC		\$16.75				
							Due					
Voucher(s): 2							Aged Totals:	\$699.30	\$699.30	\$0.00	\$0.00	\$0.00
Vendor ID: 5788		Name: INNOVATIVE OFFICE SOLUTIONS LLC					Class ID: 1099		FED TAX CLAS: LLC-P			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	4417218	INV	12/22/2023	12/22/2023	\$58.16	FRESHENER, AIR, SPRING, TC		\$58.16				
	4427004	INV	1/8/2024	1/8/2024	\$17.76	MOP, BOWL, PAPER, COLORS		\$17.76				
							Due					
Voucher(s): 2							Aged Totals:	\$75.92	\$75.92	\$0.00	\$0.00	\$0.00
Vendor ID: 293		Name: JEROMES DISTRIBUTING INC					Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	215398A	CRM	9/6/2023		(\$76.80)	MISC DEPOSIT RETURNS		(\$76.80)				
	2039632	INV	9/6/2023	9/6/2023	\$124.80	8 KANDIYOHI 5 GAL DRINKING					\$124.80	
	2043227	INV	12/29/2023	12/29/2023	\$12.75	WATER RENTAL		\$12.75				
	215436	INV	1/11/2024	1/11/2024	\$70.80	8 KANDIYOHI 5 GAL WATER		\$70.80				
							Due					
Voucher(s): 4							Aged Totals:	\$131.55	\$6.75	\$0.00	\$0.00	\$124.80
Vendor ID: 6287		Name: JOEL FRIES					Class ID: 1099		FED TAX CLAS: SOLE PROP/SINGLE LLC			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	16197	INV	1/7/2024	1/7/2024	\$2,471.99	DICKINSON-SHAKOPEE MN 01		\$2,471.99				
							Due					
Voucher(s): 1							Aged Totals:	\$2,471.99	\$2,471.99	\$0.00	\$0.00	\$0.00
Vendor ID: 2310		Name: JOHNSON CONTROLS FIRE PROTECTION LP					Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	23897530	INV	1/1/2024	1/1/2024	\$10,640.82	SERVICE AGREEMENT		\$10,640.82				

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

Voucher(s): 1	Aged Totals:	Due				
		\$10,640.82	\$10,640.82	\$0.00	\$0.00	\$0.00

Vendor ID: 1433 **Name:** JUNIOR LIBRARY GUILD **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	674650	INV	1/2/2024	1/2/2024	\$1,954.26	DIP CH		\$1,954.26			

Voucher(s): 1	Aged Totals:	Due				
		\$1,954.26	\$1,954.26	\$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
	29302412	INV	12/31/2023	12/31/2023	\$60.00	ADVERTISING FOR LEGACY S		\$60.00			

Voucher(s): 1	Aged Totals:	Due				
		\$60.00	\$60.00	\$0.00	\$0.00	\$0.00

Vendor ID: 301 **Name:** KLJ ENGINEERING LLC **Class ID:** **FED TAX CLAS:** S CORP

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	10200141	INV	12/11/2023	12/11/2023	\$200.16	202201 2022 MILL & OVERLAY			\$200.16		
	10200552	INV	12/13/2023	12/13/2023	\$1,413.27	PROFESSIONAL SERVICES			\$1,413.27		
	10200864	INV	12/21/2023	12/21/2023	\$590.28	202101 2021 MILL & OVERLAY		\$590.28			
	10200865	INV	12/21/2023	12/21/2023	\$2,030.11	202203 LEGACY SQUARE PAR		\$2,030.11			
	10200866	INV	12/21/2023	12/21/2023	\$4,586.78	202301 2023 ROAD MAINTENA		\$4,586.78			
	10200868	INV	12/21/2023	12/21/2023	\$12,953.00	202401 2024 ROAD MAINTENA		\$12,953.00			
	10200913	INV	12/21/2023	12/21/2023	\$2,737.80	202227 DICKINSON SOUTH CE		\$2,737.80			

Voucher(s): 7	Aged Totals:	Due				
		\$24,511.40	\$22,897.97	\$1,613.43	\$0.00	\$0.00

Vendor ID: 5512 **Name:** KONECRANES **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	154946535	INV	12/27/2023	12/27/2023	\$349.18	HOOK ASSEMBLY		\$349.18			

Voucher(s): 1	Aged Totals:	Due				
		\$349.18	\$349.18	\$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
	256593	INV	12/1/2023	12/1/2023	\$32.39	INTERPRETER FOR COURT			\$32.39		
	259036	INV	1/1/2024	1/1/2024	\$20.57	INTERPRETER FOR COURT		\$20.57			

Voucher(s): 2	Aged Totals:	Due				
		\$52.96	\$20.57	\$32.39	\$0.00	\$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

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
	139256	INV	1/2/2024	1/2/2024	\$205.00	CLOTHING ORDERED-C DELA		\$205.00			
	139269	INV	1/2/2024	1/2/2024	\$138.00	CLOTHING ORDERED-BRETT		\$138.00			
	139377	INV	1/4/2024	1/4/2024	\$161.00	CLOTHING ORDERED-BRETT		\$161.00			
	139472	INV	1/9/2024	1/9/2024	\$16.00	EMB PROVIDED		\$16.00			
	139501	INV	1/10/2024	1/10/2024	\$16.00	EMB PROVIDED		\$16.00			
							Due				
Voucher(s): 5		Aged Totals:					\$536.00	\$536.00	\$0.00	\$0.00	\$0.00
Vendor ID: 5827		Name: LUCKY'S XPRESS					Class ID: 1099		FED TAX CLAS: LLC AS 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
	1014557	INV	11/17/2023	11/17/2023	\$100.00	10 ULTIMATE WASHES				\$100.00	
							Due				
Voucher(s): 1		Aged Totals:					\$100.00	\$0.00	\$0.00	\$100.00	\$0.00
Vendor ID: 6192		Name: MAC'S HARDWARE					Class ID:		FED TAX CLAS: C CORP		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	C23200/D	INV	1/2/2024	1/2/2024	\$147.16	BOLTS, NUTS, WASHERS		\$147.16			
	C23328/D	INV	1/3/2024	1/3/2024	\$7.79	BULK FASTENERS		\$7.79			
							Due				
Voucher(s): 2		Aged Totals:					\$154.95	\$154.95	\$0.00	\$0.00	\$0.00
Vendor ID: 4828		Name: MENARDS					Class ID:		FED TAX CLAS:		
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	41087	CRM	1/3/2024		(\$109.96)	RETURN DBT GOLD EXT FINIS		(\$109.96)			
	41095	CRM	1/3/2024		(\$12.78)	RETURN 100W A19 35K		(\$12.78)			
	38447	INV	11/8/2023	11/8/2023	\$203.72	MISC ITEMS FOR LEGACY SQI				\$203.72	
	40499	INV	12/19/2023	12/19/2023	\$211.97	MISC ITEMS FOR MUSEUM		\$211.97			
	40519	INV	12/19/2023	12/19/2023	\$141.42	PAINT MIXING STICK, BURDY I		\$141.42			
	40854	INV	12/28/2023	12/28/2023	\$3.68	ADAPTERS		\$3.68			
	40926	INV	12/29/2023	12/29/2023	\$116.23	MISC ITEMS FOR BALER BUILI		\$116.23			
	41038	INV	1/2/2024	1/2/2024	\$221.49	ULTRA INT PAINT, DURACLN		\$221.49			
	41044	INV	1/2/2024	1/2/2024	\$28.87	TRUEAIRLESS SPRAY		\$28.87			
	41089	INV	1/3/2024	1/3/2024	\$53.49	150W BR40 5K DLED 25KHR		\$53.49			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

41091	INV	1/3/2024	1/3/2024	\$58.60	SANDPAPER, DBT SDL OIL DE	\$58.60
41105	INV	1/3/2024	1/3/2024	\$180.99	DURACLN INT PAINT, PAINT T	\$180.99
41145	INV	1/4/2024	1/4/2024	\$103.07	PAINT, DECOR, LINERS, FOAM	\$103.07
41330	INV	1/8/2024	1/8/2024	\$10.61	GREEN CORD, VACUUM PLUC	\$10.61
41381	INV	1/9/2024	1/9/2024	\$26.29	PAINT LINERS, HI DEN POLY	\$26.29

Voucher(s): 15						Due				
					Aged Totals:	\$1,237.69	\$1,033.97	\$0.00	\$203.72	\$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
	94180	INV	12/22/2023	12/22/2023	\$2,396.25	LIFTMASTER OPERATOR INST		\$2,396.25			

Voucher(s): 1						Due				
					Aged Totals:	\$2,396.25	\$2,396.25	\$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
	504905019	INV	1/11/2024	1/11/2024	\$145.44	DIP AV 2024		\$145.44			
	504905021	INV	1/11/2024	1/11/2024	\$239.92	BC AV 2024		\$239.92			

Voucher(s): 2						Due				
					Aged Totals:	\$385.36	\$385.36	\$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
	1234377	INV	1/5/2024	1/5/2024	\$92.80	CHEMICALS		\$92.80			
	1234378	INV	1/5/2024	1/5/2024	\$42.00	CHEMICALS		\$42.00			
	1234386	INV	1/5/2024	1/5/2024	\$220.60	CHEMICALS		\$220.60			
	1234395	INV	1/5/2024	1/5/2024	\$92.80	CHEMICALS		\$92.80			
	1234400	INV	1/5/2024	1/5/2024	\$92.80	CHEMICALS		\$92.80			
	1234401	INV	1/5/2024	1/5/2024	\$42.00	CHEMICALS		\$42.00			
	1234402	INV	1/5/2024	1/5/2024	\$220.60	CHEMICALS		\$220.60			

Voucher(s): 7						Due				
					Aged Totals:	\$803.60	\$803.60	\$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
	53220	INV	11/15/2023	11/15/2023	\$537.03	INSTALL STREET LIGHT				\$537.03	
	605 222 1000 8	INV	1/3/2024	1/3/2024	\$40.32	W VILLARD ST BLK LIGHTS		\$40.32			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Section 2. Item B.

89112210003 1/24	INV	1/4/2024	1/4/2024	\$2,577.84	MONTHLY ELECTRICAL BILLIN	\$2,577.84
404 322 1000 9	INV	1/5/2024	1/5/2024	\$359.61	W 14TH ST LIFT STATION SIM:	\$359.61
414 322 1000 7	INV	1/5/2024	1/5/2024	\$70.79	2100 W 3RD AV HIGHWAY 22 S	\$70.79
832 435 2970 4	INV	1/5/2024	1/5/2024	\$67.54	1400 W 3RD AVE TRAFFIC SIG	\$67.54
052 953 1000 6	INV	1/9/2024	1/9/2024	\$57.80	1587 GRASSLANDS DR	\$57.80
156 583 1000 6	INV	1/9/2024	1/9/2024	\$67.33	1201 W 3RD AV APRINKLER S	\$67.33
427 322 1000 2	INV	1/9/2024	1/9/2024	\$3,775.25	989 15TH ST W LIFT 12 STATI	\$3,775.25
495 322 1000 9	INV	1/9/2024	1/9/2024	\$138.83	W 13TH ST	\$138.83
535 243 1000 9	INV	1/9/2024	1/9/2024	\$185.17	STREET LIGHT CONTROL	\$185.17
756 122 5199 3	INV	1/9/2024	1/9/2024	\$110.09	2999 W 21ST ST TRAFFIC SIGI	\$110.09
819 322 1000 8	INV	1/9/2024	1/9/2024	\$71.41	W 3RD AVE W 15TH ST LIGHT	\$71.41
928 009 4722 5	INV	1/9/2024	1/9/2024	\$478.20	2475 STATE AVE GENERATOF	\$478.20

Voucher(s): 14	Aged Totals:	Due	\$8,537.21	\$8,000.18	\$0.00	\$537.03	\$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
	122023	INV	12/20/2023	12/20/2023	\$2,334.89	201604 I-94 BUSINESS LOOP		\$2,334.89			

Voucher(s): 1	Aged Totals:	Due	\$2,334.89	\$2,334.89	\$0.00	\$0.00	\$0.00
---------------	---------------------	------------	------------	------------	--------	--------	--------

Vendor ID: 752 Name: ND FIRE CHIEF'S 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
	011124	INV	1/11/2024	1/11/2024	\$100.00	ND FIRE CHIEF'S ASSOC DUE		\$100.00			

Voucher(s): 1	Aged Totals:	Due	\$100.00	\$100.00	\$0.00	\$0.00	\$0.00
---------------	---------------------	------------	----------	----------	--------	--------	--------

Vendor ID: 680 Name: ND FIREFIGHTERS ASSOCIATION Class ID: FED TAX CLAS:

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	2023122901	INV	12/29/2023	12/29/2023	\$30.00	3 CERTIFICATION RETESTS		\$30.00			

Voucher(s): 1	Aged Totals:	Due	\$30.00	\$30.00	\$0.00	\$0.00	\$0.00
---------------	---------------------	------------	---------	---------	--------	--------	--------

Vendor ID: 5011 Name: ND POST BOARD Class ID: FED TAX CLAS:

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	DILLINGER/NORBY 1/	INV	1/17/2024	1/17/2024	\$50.00	TESTING FEES-DILLINGER/NC		\$50.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Section 2. Item B.

							Due					
Voucher(s): 1							Aged Totals:	\$50.00	\$50.00	\$0.00	\$0.00	\$0.00
Vendor ID: 3257		Name: ND STATE RADIO COMMUNICATIONS				Class ID:		FED TAX CLAS:				
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	LETS-72-01-24	INV	12/31/2023	12/31/2023	\$3,600.00	6 SEATS FOR POLICE DEPT		\$3,600.00				
Voucher(s): 1							Aged Totals:	\$3,600.00	\$3,600.00	\$0.00	\$0.00	\$0.00
Vendor ID: 405		Name: NEWBY'S ACE HARDWARE				Class ID:		FED TAX CLAS:				
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	388327/1	INV	1/9/2024	1/9/2024	\$8.47	VINYL TUBING		\$8.47				
Voucher(s): 1							Aged Totals:	\$8.47	\$8.47	\$0.00	\$0.00	\$0.00
Vendor ID: 406		Name: NEWMAN SIGNS INC				Class ID:		FED TAX CLAS:				
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	TRFINV051525	INV	12/21/2023	12/21/2023	\$60.91	MISC SIGNS FOR CITY OF DIC		\$60.91				
Voucher(s): 1							Aged Totals:	\$60.91	\$60.91	\$0.00	\$0.00	\$0.00
Vendor ID: 5623		Name: NORMONT EQUIPMENT CO.				Class ID:		FED TAX CLAS: C CORP				
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	30973	INV	12/18/2023	12/18/2023	\$106.30	NITROGEN CANISTER CYLIND		\$106.30				
Voucher(s): 1							Aged Totals:	\$106.30	\$106.30	\$0.00	\$0.00	\$0.00
Vendor ID: 437		Name: NORTHWEST TIRE INC				Class ID:		FED TAX CLAS:				
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	15158096	INV	1/8/2024	1/8/2024	\$55.52	FLAT TIRE FIX		\$55.52				
Voucher(s): 1							Aged Totals:	\$55.52	\$55.52	\$0.00	\$0.00	\$0.00
Vendor ID: 3390		Name: O'REILLY AUTO PARTS				Class ID:		FED TAX CLAS:				
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	1865-280771	INV	1/3/2024	1/3/2024	\$5.99	COPPER LUGS		\$5.99				
Voucher(s): 1							Aged Totals:	\$5.99	\$5.99	\$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	
	1016	INV	12/29/2023	12/29/2023	\$252.00	MENDING FOR FIRE DEPT		\$252.00				

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

Voucher(s): 1	Aged Totals:	Due			
		\$252.00	\$252.00	\$0.00	\$0.00

Vendor ID: 5965 **Name:** PARADISE DRY CLEANERS, LLC **Class ID:** 1099 **FED TAX CLAS:** LLC-P

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	202312-BUS73	INV	1/2/2024	1/2/2024	\$257.00	CLEANING OF TABLECLOTHS		\$257.00			

Voucher(s): 1	Aged Totals:	Due			
		\$257.00	\$257.00	\$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
	992118	INV	12/28/2023	12/28/2023	\$35.68	FHP POWERATED BELT		\$35.68			
	992726	INV	1/3/2024	1/3/2024	\$41.46	HEAT SHRINK TUBIN		\$41.46			
	992837	INV	1/3/2024	1/3/2024	\$19.52	FHP POWERATED BELT		\$19.52			
	993015	INV	1/4/2024	1/4/2024	\$34.66	FUSE BLOCK, SLIDE TERMINA		\$34.66			
	993366	INV	1/8/2024	1/8/2024	\$10.28	LED SS M C RECT L		\$10.28			
	993401	INV	1/8/2024	1/8/2024	\$10.28	LED SS MC RECT L		\$10.28			
	993524	INV	1/9/2024	1/9/2024	\$1.67	LAMP		\$1.67			
	993525	INV	1/9/2024	1/9/2024	\$12.29	SNAP RING PLIERS		\$12.29			

Voucher(s): 8	Aged Totals:	Due			
		\$165.84	\$165.84	\$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
	00401313	INV	12/28/2023	12/28/2023	\$115.37	PRESSURE REDCR VALVE		\$115.37			
	00401498	INV	1/8/2024	1/8/2024	\$6.20	BUSHING POLY		\$6.20			

Voucher(s): 2	Aged Totals:	Due			
		\$121.57	\$121.57	\$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
	Q1132820	INV	1/1/2024	1/1/2024	\$177.51	POSTAGE		\$177.51			
	Q1132835	INV	1/1/2024	1/1/2024	\$1,077.33	POSTAGE		\$1,077.33			

Voucher(s): 2	Aged Totals:	Due			
		\$1,254.84	\$1,254.84	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	17541	INV	12/27/2023	12/27/2023	\$53.25	PODIUM GLASS LASER ENGR		\$53.25			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

PC-17529	INV	12/28/2023	12/28/2023	\$20.00	ACCOUNTABILITY TAG (BERG	\$20.00
915301	INV	1/3/2024	1/3/2024	\$45.00	NOTARY STAMP-RITA BINSTC	\$45.00
PC-17755	INV	1/15/2024	1/15/2024	\$59.00	500 BUSINESS CARDS-A PRAI	\$59.00
PC-17570	INV	1/16/2024	1/16/2024	\$3,995.00	40 2024 BUDGET BOOKS	\$3,995.00

				Due				
Voucher(s):	5	Aged Totals:		\$4,172.25	\$4,172.25	\$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
	115758	INV	12/18/2023	12/18/2023	\$99.80	GUEST SERVICES-DAN KARR		\$99.80			

				Due				
Voucher(s):	1	Aged Totals:		\$99.80	\$99.80	\$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 12/2023	INV	12/31/2023	12/31/2023	\$72.81	MILEAGE FOR DEC 2023		\$72.81			

				Due				
Voucher(s):	1	Aged Totals:		\$72.81	\$72.81	\$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
	103699072	INV	1/1/2024	1/1/2024	\$38.74	ALERT SIREN 3343 21ST ST		\$38.74			
	103699076	INV	1/1/2024	1/1/2024	\$190.34	PHASE 3 LANDFILL		\$190.34			
	103699078	INV	1/1/2024	1/1/2024	\$93.42	ST LIGHTS 4TH AVE & 26TH		\$93.42			
	105963001	INV	1/1/2024	1/1/2024	\$32.00	SEWER VAULT		\$32.00			
	105963008	INV	1/1/2024	1/1/2024	\$253.02	2495 1-94 BUSINESS LOOP E		\$253.02			
	3699000	INV	1/1/2024	1/1/2024	\$113.00	WEST 94 LIGHTS		\$113.00			
	3699001	INV	1/1/2024	1/1/2024	\$828.00	10 EAST PUMP STN		\$828.00			
	3699002	INV	1/1/2024	1/1/2024	\$33.00	ST PAT'S CEMETERY		\$33.00			
	3699003	INV	1/1/2024	1/1/2024	\$666.00	150W SODIUM LT		\$666.00			
	3699004	INV	1/1/2024	1/1/2024	\$760.00	250W SODIUM LT		\$760.00			
	3699005	INV	1/1/2024	1/1/2024	\$253.00	NORTH WATER TOWER		\$253.00			
	3699007	INV	1/1/2024	1/1/2024	\$174.00	HWY 22 ST LIGHT		\$174.00			
	3699015	INV	1/1/2024	1/1/2024	\$75.00	LAGOON PUMP CELL #4		\$75.00			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Section 2. Item B.

3699017	INV	1/1/2024	1/1/2024	\$106.00	LIFT STN #16	\$106.00
3699018	INV	1/1/2024	1/1/2024	\$139.00	LIFT STN #17	\$139.00
3699020	INV	1/1/2024	1/1/2024	\$41.00	E 94 LIGHTS	\$41.00
3699029	INV	1/1/2024	1/1/2024	\$343.00	NEW LANDFILL	\$343.00
3699030	INV	1/1/2024	1/1/2024	\$601.00	LIFT STN #14 21ST ST	\$601.00
3699032	INV	1/1/2024	1/1/2024	\$921.00	MAUSOLEUM	\$921.00
3699035	INV	1/1/2024	1/1/2024	\$4,501.00	BALER BLDG	\$4,501.00
3699036	INV	1/1/2024	1/1/2024	\$30.00	CEMETERY	\$30.00
3699038	INV	1/1/2024	1/1/2024	\$19.00	DICKINSON PLACE	\$19.00
3699039	INV	1/1/2024	1/1/2024	\$70.00	WALMART TRAF CTRL	\$70.00
3699040	INV	1/1/2024	1/1/2024	\$112.00	WATER TANK	\$112.00
3699044	INV	1/1/2024	1/1/2024	\$30.00	TRAFFIC LTS-HWY 22 & 34TH	\$30.00
3699045	INV	1/1/2024	1/1/2024	\$97.00	ND 22 & 34TH ST SW	\$97.00
3699046	INV	1/1/2024	1/1/2024	\$383.00	ANIMAL SHELTER	\$383.00
3699047	INV	1/1/2024	1/1/2024	\$3,994.00	PW BLDG	\$3,994.00
3699048	INV	1/1/2024	1/1/2024	\$87.00	WATER RECLAMATION FACILI	\$87.00
3699049	INV	1/1/2024	1/1/2024	\$396.00	ST LT CIRCUIT	\$396.00
3699051	INV	1/1/2024	1/1/2024	\$185.15	BYPASS LIGHTS	\$185.15
3699052	INV	1/1/2024	1/1/2024	\$232.94	BYPASS LIGHTS	\$232.94
3699053	INV	1/1/2024	1/1/2024	\$391.79	BYPASS LIGHTS	\$391.79
3699055	INV	1/1/2024	1/1/2024	\$174.00	ST LT SERVICE	\$174.00
3699056	INV	1/1/2024	1/1/2024	\$2,329.00	HWY 10 PUMP STN	\$2,329.00
3699057	INV	1/1/2024	1/1/2024	\$592.80	NORTHWEST TOWER	\$592.80
3699058	INV	1/1/2024	1/1/2024	\$217.00	15TH ST & 30TH AVE	\$217.00
3699059	INV	1/1/2024	1/1/2024	\$39.32	BRAUN SUB DIVISION LIGHTS	\$39.32
3699060	INV	1/1/2024	1/1/2024	\$4,854.82	PUBLIC SAFETY CENTER	\$4,854.82
3699061	INV	1/1/2024	1/1/2024	\$165.00	LIGHTS STATES & 21ST	\$165.00
3699062	INV	1/1/2024	1/1/2024	\$198.00	40TH ST LIGHTS	\$198.00
3699063	INV	1/1/2024	1/1/2024	\$33.00	2477 STATE AVE NORTH	\$33.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

3699064	INV	1/1/2024	1/1/2024	\$208.00	3450 STATE AVE	\$208.00
3699065	INV	1/1/2024	1/1/2024	\$884.00	STATE BOOSTER PUMP STN	\$884.00
3699071	INV	1/1/2024	1/1/2024	\$134.00	CALVIN DR & KOCH ST	\$134.00
5963000	INV	1/1/2024	1/1/2024	\$324.00	N RIDGE ST LITE	\$324.00
699031	INV	1/1/2024	1/1/2024	\$59.00	FLASHING BEACON HWY 22	\$59.00
699067	INV	1/1/2024	1/1/2024	\$264.02	4461 12TH ST W	\$264.02
699068	INV	1/1/2024	1/1/2024	\$153.00	STEPHANIE DR & WAHL ST	\$153.00
699069	INV	1/1/2024	1/1/2024	\$136.00	12TH AVE W & MARILYN WAY	\$136.00
699070	INV	1/1/2024	1/1/2024	\$114.00	11TH AVE W & 25TH ST	\$114.00
699073	INV	1/1/2024	1/1/2024	\$44.53	5TH AVE EAST STREET LIGHT	\$44.53
699074	INV	1/1/2024	1/1/2024	\$51.17	ST LIGHTS SIMS AND 24TH ST	\$51.17
699075	INV	1/1/2024	1/1/2024	\$65.87	4TH AVE E & 21ST ST E	\$65.87
963002	INV	1/1/2024	1/1/2024	\$62.76	4TH AVE E & 37TH	\$62.76
963003	INV	1/1/2024	1/1/2024	\$38.99	STREET LIGHTS 10TH AVE SV	\$38.99
963004	INV	1/1/2024	1/1/2024	\$60.32	STREET LIGHTS PRAIRIE OAK	\$60.32
963005	INV	1/1/2024	1/1/2024	\$32.35	STREET LIGHTS 23rd ST SW	\$32.35
963006	INV	1/1/2024	1/1/2024	\$30.00	HWY 10 AND 116TH AVE SW	\$30.00
963007	INV	1/1/2024	1/1/2024	\$140.63	2494 I-94 BUSINESS LOOP E	\$140.63
40963140300	INV	1/11/2024	1/11/2024	\$189.68	BYPASS LIGHTS	\$189.68

Voucher(s): 61	Due					
	Agged Totals:					
	<table border="1"> <tr> <td>\$27,784.66</td> <td>\$27,784.66</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> </tr> </table>	\$27,784.66	\$27,784.66	\$0.00	\$0.00	\$0.00
\$27,784.66	\$27,784.66	\$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
	7799103	INV	11/9/2023	11/9/2023	\$126.16	MISC ITEMS FOR BALER BUILI				\$126.16	
	7841205	INV	12/28/2023	12/28/2023	\$4.79	SUPPLIES FOR NUTRIENT TAI		\$4.79			
	7844888	INV	1/2/2024	1/2/2024	\$32.46	DRILL SCREWS, NUTS, WASH		\$32.46			
	7845241	INV	1/3/2024	1/3/2024	\$56.73	GAS CAN/ENGINE OIL		\$56.73			
	7845312	INV	1/3/2024	1/3/2024	\$167.54	ALL PURPOSE CLEANER		\$167.54			
	7849186	INV	1/8/2024	1/8/2024	\$2.59	CAP 2" PVC SCH40 SLIP		\$2.59			
	7849558	INV	1/9/2024	1/9/2024	\$98.46	TIDE, TORCH MICRO FLAME		\$98.46			

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

7849811	INV	1/9/2024	1/9/2024	\$36.99	SNOW BIB	\$36.99
7850094	INV	1/9/2024	1/9/2024	\$499.96	CLOTHING FOR STREET GUY:	\$499.96
7850482	INV	1/10/2024	1/10/2024	\$23.96	BATTERY ELECTRONIC 3V 2 F	\$23.96
7853304	INV	1/13/2024	1/13/2024	\$29.99	CHT HELMET LINER FLEECE E	\$29.99

Voucher(s): 11	Aged Totals:	Due				
		\$1,079.63	\$953.47	\$0.00	\$126.16	\$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
	754372	INV	12/29/2023	12/29/2023	\$80.00	SWAT CALL OUT		\$80.00			
	754748	INV	12/29/2023	12/29/2023	\$1,026.00	DRUG TESTINGS, TB, EKGS		\$1,026.00			
	757375	INV	12/29/2023	12/29/2023	\$11.25	BLS HCP		\$11.25			

Voucher(s): 3	Aged Totals:	Due				
		\$1,117.25	\$1,117.25	\$0.00	\$0.00	\$0.00

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

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	HEALTH INS PREM	INV	1/14/2024	1/14/2024	\$256.45	OPEB HLTH BENEFIT		\$256.45			

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

Vendor ID: 517 **Name:** SERVICE PRINTERS **Class ID:** **FED TAX CLAS:**

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	69766	INV	12/29/2023	12/29/2023	\$529.40	5K NO 10 REGULAR ENVELOP		\$529.40			

Voucher(s): 1	Aged Totals:	Due				
		\$529.40	\$529.40	\$0.00	\$0.00	\$0.00

Vendor ID: 9787 **Name:** SMITH KYLE **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
	01-10-24 FINANCE ME	INV	1/10/2024	1/10/2024	\$100.00	01-10-24 FINANCE COMMITTEE		\$100.00			

Voucher(s): 1	Aged Totals:	Due				
		\$100.00	\$100.00	\$0.00	\$0.00	\$0.00

Vendor ID: 9730 **Name:** SOUTHWEST ART GALLERY & SCIENCE CENTER **Class ID:** 1099 **FED TAX CLAS:** 501(C)3

Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over
	SUBSIDIES 01/2024	INV	1/8/2023	1/8/2023	\$125,000.00	SUBSIDIES FOR 2024					\$125,000.00

Voucher(s): 1	Aged Totals:	Due				
		\$125,000.00	\$0.00	\$0.00	\$0.00	\$125,000.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

Vendor ID: 2580		Name: SOUTHWEST GRAIN(BULK)					Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	SX5 IE4589	INV	1/4/2024	1/4/2024	\$1,747.95	461.2 GAL WINTERMASTER		\$1,747.95				
	SX9 IJ0146	INV	1/4/2024	1/4/2024	\$156.80	40 #2 MOLYLEX #2 GREASE		\$156.80				
							Due					
Voucher(s): 2		Aged Totals:						\$1,904.75	\$1,904.75	\$0.00	\$0.00	\$0.00
Vendor ID: 9779		Name: SOUTHWEST NARCOTICS TASK FORCE					Class ID:		FED TAX CLAS: CITY ENTITY			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	01082024	INV	1/8/2024	1/8/2024	\$2,416.49	GRANT FUNDS		\$2,416.49				
							Due					
Voucher(s): 1		Aged Totals:						\$2,416.49	\$2,416.49	\$0.00	\$0.00	\$0.00
Vendor ID: 1041		Name: SOUTHWEST WATER AUTHORITY					Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	00608.00 123123	INV	12/31/2023	12/31/2023	\$64.37	MONTHLY WATER BILLING		\$64.37				
							Due					
Voucher(s): 1		Aged Totals:						\$64.37	\$64.37	\$0.00	\$0.00	\$0.00
Vendor ID: 5631		Name: SPEE DEE DELIVERY SERVICE, INC					Class ID:		FED TAX CLAS: S CORP			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	940510	INV	12/23/2023	12/23/2023	\$46.26	STANDARD SHIPMENT		\$46.26				
	943215	INV	12/30/2023	12/30/2023	\$39.03	STANDARD SHIPMENT		\$39.03				
							Due					
Voucher(s): 2		Aged Totals:						\$85.29	\$85.29	\$0.00	\$0.00	\$0.00
Vendor ID: 2593		Name: STARK & BILLINGS CO EXTENSION SERV					Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	1091	INV	1/11/2024	1/11/2024	\$1,314.38	DOWN PAYMENT ON 2024 TRI		\$1,314.38				
							Due					
Voucher(s): 1		Aged Totals:						\$1,314.38	\$1,314.38	\$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	
	240004	INV	12/31/2023	12/31/2023	\$13,665.16	4TH QUARTER WAGES CO/CI		\$13,665.16				
							Due					
Voucher(s): 1		Aged Totals:						\$13,665.16	\$13,665.16	\$0.00	\$0.00	\$0.00
Vendor ID: 540		Name: STARK DEVELOPMENT CORP					Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	STARK DEV	INV	1/28/2024	1/28/2024	\$187,500.00	1% SALES TAX		\$187,500.00				

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Section 2. Item B.

							Due						
Voucher(s): 1							Aged Totals:		\$187,500.00	\$187,500.00	\$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		
	PIV-000080095	INV	12/31/2023	12/31/2023	\$990.00	CUSTOMER SUPPORT		\$990.00					
Voucher(s): 1							Aged Totals:		\$990.00	\$990.00	\$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		
	005289	INV	12/27/2023	12/27/2023	\$375.00	LS#1811-1825		\$375.00					
Voucher(s): 1							Aged Totals:		\$375.00	\$375.00	\$0.00	\$0.00	\$0.00
Vendor ID: 1884		Name: SW VICTIM WITNESS PROGRAM				Class ID:		FED TAX CLAS:					
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over		
	123123	INV	12/31/2023	12/31/2023	\$770.00	VICTIM WITNESS FEES COLL		\$770.00					
Voucher(s): 1							Aged Totals:		\$770.00	\$770.00	\$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		
	12312023	INV	12/31/2023	12/31/2023	\$9,952.10	PRISONER HOUSING 12-2023		\$9,952.10					
Voucher(s): 1							Aged Totals:		\$9,952.10	\$9,952.10	\$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		
	6947320-0001	INV	12/21/2023	12/21/2023	\$132.00	10LB EXTINGUISHER RECHG		\$132.00					
	6948835-0001	INV	12/28/2023	12/28/2023	\$20.50	TOWELETTES, LENS, CLEANII		\$20.50					
Voucher(s): 2							Aged Totals:		\$152.50	\$152.50	\$0.00	\$0.00	\$0.00
Vendor ID: 4796		Name: TRI-ENERGY 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		
	273	INV	12/19/2023	12/19/2023	\$29.05	PROPANE		\$29.05					
	960	INV	1/4/2024	1/4/2024	\$19.42	PROPANE		\$19.42					
Voucher(s): 2							Aged Totals:		\$48.47	\$48.47	\$0.00	\$0.00	\$0.00

AGED TRIAL BALANCE WITH OPTIONS - DETAIL
 City of Dickinson

Section 2. Item B.

Vendor ID: 4268		Name: TWENTERPRISES INC					Class ID:		FED TAX CLAS:			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	68810	INV	12/31/2023	12/31/2023	\$406.60	ASSY SOLEN PLUNGER & SPF		\$406.60				
							Due					
Voucher(s): 1							Aged Totals:	\$406.60	\$406.60	\$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	
	W167337	INV	1/8/2024	1/8/2024	\$4,525.39	FUSION.SPEAKERS, ROCKER		\$4,525.39				
	W167342	INV	1/8/2024	1/8/2024	\$3,898.89	49"SINGLE COLOR, SIREN, RC		\$3,898.89				
							Due					
Voucher(s): 2							Aged Totals:	\$8,424.28	\$8,424.28	\$0.00	\$0.00	\$0.00
Vendor ID: 4947		Name: US METALCRAFT 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	
	261025	INV	1/4/2024	1/4/2024	\$616.23	SMALL PATRIOT, VASE, TAPE		\$616.23				
							Due					
Voucher(s): 1							Aged Totals:	\$616.23	\$616.23	\$0.00	\$0.00	\$0.00
Vendor ID: 3532		Name: USABLUBOOK					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	
	00227314	INV	12/20/2023	12/20/2023	\$284.65	PVC PIPE, 45 DEGREE, UNION		\$284.65				
							Due					
Voucher(s): 1							Aged Totals:	\$284.65	\$284.65	\$0.00	\$0.00	\$0.00
Vendor ID: 6066		Name: VOGEL LAW FIRM, LTD					Class ID: 1099		FED TAX CLAS: ATTORNEY			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	315610 122723	INV	12/12/2023	12/12/2023	\$140.00	TIMEKEEPER RECAP			\$140.00			
							Due					
Voucher(s): 1							Aged Totals:	\$140.00	\$0.00	\$140.00	\$0.00	\$0.00
Vendor ID: 6324		Name: WEX HEALTH INC					Class ID:		FED TAX CLAS: LLC -C			
Voucher/ Payment No.	Doc Number	Type	Doc Date	Due Date	Doc Amount	Description	Writeoff Amount	Current Period	31 - 60 Days	61 - 90 Days	91 and Over	
	0001873385	INV	12/31/2023	12/31/2023	\$1,088.90	COBRA & FSA MONTHLY		\$1,088.90				
							Due					
Voucher(s): 1							Aged Totals:	\$1,088.90	\$1,088.90	\$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	
	14401	INV	11/9/2023	11/9/2023	\$6,022.40	202307 2023 SIDEWALK PROG				\$6,022.40		
	14402	INV	11/9/2023	11/9/2023	\$18,536.74	202307 2023 SIDEWALK PROG				\$18,536.74		

AGED TRIAL BALANCE WITH OPTIONS - DETAIL

City of Dickinson

Section 2. Item B.

14403	INV	11/9/2023	11/9/2023	\$3,282.58	202307 2023 SIDEWALK PROG	\$3,282.58
14404	INV	11/9/2023	11/9/2023	\$5,679.52	202307 2023 SIDEWALK PROG	\$5,679.52
14405	INV	11/9/2023	11/9/2023	\$19,155.91	202307 2023 SIDEWALK PROG	\$19,155.91
14406	INV	11/9/2023	11/9/2023	\$4,900.58	202307 2023 SIDEWALK PROG	\$4,900.58

Voucher(s):	6	Aged Totals:	<u>Due</u>	\$57,577.73	\$0.00	\$0.00	\$57,577.73	\$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
	86997	INV	12/14/2023	12/14/2023	\$196.33	GIFT SHOP STOCK			\$196.33		

Voucher(s):	1	Aged Totals:	<u>Due</u>	\$196.33	\$0.00	\$196.33	\$0.00	\$0.00
-------------	---	---------------------	------------	----------	--------	----------	--------	--------

Vendor Totals:	<u>Vendors</u>	<u>Due</u>	<u>Current Period</u>	<u>31 - 60 Days</u>	<u>61 - 90 Days</u>	<u>91 and Over</u>
	120	\$1,701,099.38	\$1,512,690.63	\$4,434.31	\$58,674.64	\$125,299.80



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

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

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

**00000000

Account ID
 Account Number
 Payment Due Date JAN 18, 2024
 Amount Due \$54,227.00
 Current Balance \$54,227.00

Amount Enclosed \$

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

Section 2. Item B.

800000188386IIII 005422700005422700

Please detach and return with your payment

ACCOUNT MESSAGES

Visa Purchasing

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

CORPORATE ACCOUNT ACTIVITY

CITY OF DICKINSON				TOTAL CORPORATE ACTIVITY
				\$47,703.62
Post Date	Tran Date	Reference Number	Transaction Description	Amount
01-02	01-02		AUTO PAYMENT - THANK YOU!	\$47,703.62CR

FINANCE CHARGE SUMMARY

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

For Customer Service Call: 1-800-892-7104 Outside the U.S., Call: 1-402-691-7800	Account ID		Account Summary	
	Account Number		Previous Balance	\$47,703.62
			Purchases & Other Charges	\$54,518.31
			Cash Advances	\$0.00
Send Billing Inquiries To: COMMERCE BANK PO BOX 414084 KANSAS CITY MO 64141	Statement Date	Payment Due Date	Cash Advance Fees	\$0.00
	JAN 11, 2024	JAN 18, 2024	Late Charges	\$0.00
	Credit Limit	Available Credit	Finance Charges	\$0.00
	\$120,000.00	\$65,773.00	Credits	\$291.31
	Amount Due	Disputed Amount	Payments	\$47,703.62
	\$54,227.00	\$0.00	New Balance	\$54,227.00

Statement Date	JAN 11, 2024	Account Number	
Credit Limit	\$120,000	Payment Due Date	JAN 18, 2024
Cash Advance Balance	\$0.00	Amount Due	\$54,227.00
Available Credit	\$65,773.00	New Balance	\$54,227.00
CITY OF DICKINSON Account ID 8000-0018-8386			

CARDHOLDER ACTIVITY					
FIRE DEPARTMENT		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$3,916.89	\$0.00	\$0.00	\$3,916.89
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
12-28	12-27	24270743361900012007961	WPSG, INC. 610-8578070 PA	388.44	
12-29	12-28	24116413362067078247340	PAYPAL *LADDER CO 402-935-7733 MO	2,000.98	
01-03	01-02	24559304002900010331122	NATL ASSOC OF EMS EDUCATO412-3434775 PA	420.00	
01-03	01-03	24793384003002753591058	Fire Department Safety Ann Arbor MI	399.00	
01-05	01-04	24164074004741879274860	FEDEX774587927486 800-4633339 TN	16.40	
01-08	01-04	24269794005500590480958	COLUMBIA SOUTHERN UNIV 251-981-3771 AL	325.00	
01-08	01-05	24226384005360954148531	WAL-MART #1567 DICKINSON ND	12.52	
01-09	01-08	24692164008108770557247	AMZN Mktp US*RT0QU1AY0 Amzn.com/billWA	7.99	
01-09	01-08	24692164008108846220580	AMZN Mktp US*TK2A83HL1 Amzn.com/billWA	51.56	
01-09	01-08	24492164008000034998121	WWW.IAFC.ORG WWW.IAFC.ORG VA	295.00	

CARDHOLDER ACTIVITY					
SHELLY NAMENIUK		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$624.76	\$0.00	\$0.00	\$624.76
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
12-29	12-28	24492153362719883815457	OFFICESUPPLY.COM 866-302-5397 WI	92.46	
01-05	01-03	24445004004500420673279	DOMINO'S 1883 307-752-2115 ND	48.87	
01-05	01-04	24692164004105693272890	WPY*Baker Boy 855-999-3729 ND	68.74	
01-08	01-05	24692164005106538754349	WPY*Baker Boy 855-999-3729 ND	29.49	
01-11	01-09	24755424010160109590793	HAMPTON INNS 701-4560100 ND	192.60	
		CHECK IN DATE:01-07-24 CONFIRMATION #:199944			
01-11	01-09	24755424010160109590918	HAMPTON INNS 701-4560100 ND	192.60	
		CHECK IN DATE:01-07-24 CONFIRMATION #:199943			

CARDHOLDER ACTIVITY					
FIRE DEPARTMENT 2		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$99.03	\$0.00	\$0.00	\$99.03
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
01-03	01-02	24275474002905601675153	BLUE HAWK AUDIO & VIDEO 701-2253474 ND	20.00	
01-04	01-03	24000974003910002112871	XTREME INSTALLATION LL DICKINSON ND	40.15	
01-08	01-05	24000974005919000731655	XTREME INSTALLATION LL DICKINSON ND	28.78	

Statement Date	JAN 11, 2024	Account Number	
Credit Limit	\$120,000	Payment Due Date	JAN 18, 2024
Cash Advance Balance	\$0.00	Amount Due	\$54,227.00
Available Credit	\$65,773.00	New Balance	\$54,227.00
CITY OF DICKINSON Account ID 8000-0018-8386			

CARDHOLDER ACTIVITY					
FIRE DEPARTMENT 2		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$99.03	\$0.00	\$0.00	\$99.03
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
01-08	01-05	24789304007921200654849	RAYS AUTO ELECTRIC 701-2271140 ND	10.10	

CARDHOLDER ACTIVITY					
RITA BINSTOCK		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$180.00	\$0.00	\$0.00	\$180.00
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
01-09	01-08	24003224009754001331814	EXXON WEST DAKOTA OIL CO.DICKINSON ND	150.00	
01-11	01-10	24692164010100562041916	NDRIN *ND RECRDS COPY 701-364-1280 ND	30.00	

CARDHOLDER ACTIVITY					
FINANCE DEPARTMENT		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$290.05	\$0.00	\$0.00	\$290.05
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
01-03	01-02	24492164003207733005779	PAYFLOW/PAYPAL PAYFLOW-SUPPONE	290.05	

CARDHOLDER ACTIVITY					
JADE PRAUS		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$507.72	\$0.00	\$0.00	\$507.72
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
12-29	12-28	24226383363091008881706	WAL-MART #1567 DICKINSON ND	56.37	
01-02	12-31	24692163365102529398747	WALMART.COM 800-966-6546 AR	105.00	
01-03	01-02	24431064002083320056285	AMAZON.COM*B20VH1GT3 SEATTLE WA	9.89	
01-04	01-03	24692164003104939495242	AMZN Mktp US*TK7LO4FR2 Amzn.com/billWA	261.48	
01-08	01-05	24692164005106500679581	AMZN Mktp US*TK7JM2740 Amzn.com/billWA	29.99	
01-08	01-07	24431064007083734556685	AMZN MKTP US*TK1322H42 SEATTLE WA	44.99	

Statement Date	JAN 11, 2024	Account Number	
Credit Limit	\$120,000	Payment Due Date	JAN 18, 2024
Cash Advance Balance	\$0.00	Amount Due	\$54,227.00
Available Credit	\$65,773.00	New Balance	\$54,227.00
CITY OF DICKINSON Account ID 8000-0018-8386			

CARDHOLDER ACTIVITY					
RENEE NEWTON		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$50.04	\$0.00	\$0.00	\$50.04
Post Date	Tran Date	Reference Number	Transaction Description		Amount
01-11	01-10	24692164010100408378803	AMZN Mktp US*RT7Y63FE2 Amzn.com/billWA		50.04

CARDHOLDER ACTIVITY					
GRANT CARLSON		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$398.35	\$0.00	\$0.00	\$398.35
Post Date	Tran Date	Reference Number	Transaction Description		Amount
01-05	01-05	24011344005000022312940	WWW.AMAZON* GPC-DAV-13 WWW.AMAZON.COWA		203.93
01-11	01-11	24692164011100660293004	AMZN Mktp US*TK0PE9WT1 Amzn.com/billWA		25.20
01-11	01-11	24692164011100670113440	AMZN Mktp US*RT4LB4SN0 Amzn.com/billWA		169.22

CARDHOLDER ACTIVITY					
LINDA CARLSON		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$74.31	\$0.00	\$71.31	\$3.00
Post Date	Tran Date	Reference Number	Transaction Description		Amount
01-03	01-02	24138294003084007216695	LANDS END BUS OUTFITTERS 800-332-4700 WI		74.31
01-05	01-04	74138294005084001036407	LANDS END BUS OUTFITTERS DODGEVILLE WI		71.31CR

CARDHOLDER ACTIVITY					
MICHAEL HANEL		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$1,714.97	\$0.00	\$0.00	\$1,714.97
Post Date	Tran Date	Reference Number	Transaction Description		Amount
01-03	01-02	24055234002726760646718	NDPIO 701-255-7359 ND		100.00
01-05	01-04	24011344004000027452835	BUZZSPROUT* INVOICE 57 WWW.BUZZSPROUFL		12.00
01-05	01-05	24692164005105981630675	WEST MARINE #400 800-937-2628 CA		1,529.99
01-11	01-11	24692164011100670229147	WEST MARINE #400 800-937-2628 CA		72.98

Statement Date	JAN 11, 2024	Account Number
Credit Limit	\$120,000	Payment Due Date
Cash Advance Balance	\$0.00	Amount Due
Available Credit	\$65,773.00	New Balance
CITY OF DICKINSON Account ID 8000-0018-8386		

CARDHOLDER ACTIVITY					
TRAVIS HOLDING EAGLE		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$0.00	\$0.00	\$220.00	\$220.00CR
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
01-04	01-03	74399004003503842063279	BESTBUYCOM806889804159 RICHFIELD MN	220.00CR	

CARDHOLDER ACTIVITY					
GREG BECK		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$220.00	\$0.00	\$0.00	\$220.00
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
01-09	01-08	24692164008109005054422	IN *NORTH DAKOTA SAFETY C701-2236372 ND	220.00	

CARDHOLDER ACTIVITY					
ROBERT FUHRMAN		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$247.37	\$0.00	\$0.00	\$247.37
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
01-02	12-29	24906413363190394772636	ANC*ANCESTRY.COM 800-2623787 UT	229.00	
01-09	01-08	24011344008000023744015	SHOPIFY* 211779902 HTTPSSHOPIFY.IL	1.00	
01-09	01-08	24231684008747001780584	CONSOLIDATED TELCOM 701-483-4000 ND	7.38	
01-10	01-09	24717054010640101146845	THE DICKINSON PRESS 701-2258111 ND	9.99	

CARDHOLDER ACTIVITY					
AARON PRAUS		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$300.00	\$0.00	\$0.00	\$300.00
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
01-08	01-05	24492154005717236158725	EB 2024 ND OPERATOR T 801-413-7200 CA	300.00	

Statement Date	JAN 11, 2024	Account Number
Credit Limit	\$120,000	Payment Due Date
Cash Advance Balance	\$0.00	Amount Due
Available Credit	\$65,773.00	New Balance
CITY OF DICKINSON Account ID 8000-0018-8386		

CARDHOLDER ACTIVITY					
PURCHASING DEPARTMENT		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$2,089.26	\$0.00	\$0.00	\$2,089.26
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
12-27	12-26	24692163360108503315818	AMZN Mktp US*QL1532183 Amzn.com/billWA	129.00	
12-27	12-27	24692163361108833791018	AMZN Mktp US*8S0XJ1WH3 Amzn.com/billWA	217.88	
12-27	12-27	24692163361108835127567	AMZN Mktp US*4P8AM3CZ3 Amzn.com/billWA	67.00	
12-28	12-27	24692163361108997409803	AMZN Mktp US*OD4UE4OD3 Amzn.com/billWA	74.99	
01-02	12-29	24692163363101053953077	AMZN Mktp US*3U5QR1QP3 Amzn.com/billWA	57.99	
01-05	01-04	24692164004105606822310	AMZN Mktp US*O69TM5RE3 Amzn.com/billWA	75.96	
01-08	01-05	24692164005106384267925	AMZN Mktp US*TK1576LC1 Amzn.com/billWA	18.36	
01-08	01-05	24692164005106400616790	AMZN Mktp US*TK3FY0E42 Amzn.com/billWA	27.96	
01-08	01-05	24692164005106593080564	AMZN Mktp US*TK1XG9Z91 Amzn.com/billWA	26.08	
01-08	01-05	24431064005083707104424	AMZN MKTP US*TK0OW09Q0 SEATTLE WA	106.39	
01-08	01-05	24692164005106603494771	AMZN Mktp US*TK23X90U2 Amzn.com/billWA	28.49	
01-08	01-05	24108384005083726818057	SHOPLET.COM 800-757-3015 FL	392.74	
01-09	01-08	24055234008083133402013	WALMART.COM 800-966-6546 AR	57.98	
01-09	01-08	24431064008083754497363	AMAZON.COM*RT56T30T0 SEATTLE WA	69.99	
01-10	01-09	24692164009109562827722	Amazon.com*TK4Y80U12 Amzn.com/billWA	37.28	
01-11	01-10	24692164010100483764604	AMZN Mktp US*TK9O22RY1 Amzn.com/billWA	701.17	

CARDHOLDER ACTIVITY					
STREET DEPARTMENT		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$390.00	\$0.00	\$0.00	\$390.00
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
01-10	01-09	24275394009900013172363	ATSSA-EXPO 540-2728772 VA	390.00	

CARDHOLDER ACTIVITY					
MATT HANSON		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$453.07	\$0.00	\$0.00	\$453.07
Post Date	Tran Date	Reference Number	Transaction Description	Amount	
01-08	01-05	24692164005106648420088	IN *TROPHY HOUSE 218-8469442 MN	453.07	

Statement Date	JAN 11, 2024	Account Number	
Credit Limit	\$120,000	Payment Due Date	JAN 18, 2024
Cash Advance Balance	\$0.00	Amount Due	\$54,227.00
Available Credit	\$65,773.00	New Balance	\$54,227.00
CITY OF DICKINSON Account ID 8000-0018-8386			

CARDHOLDER ACTIVITY					
DAVID WILKIE		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$34.20	\$0.00	\$0.00	\$34.20
Post Date	Tran Date	Reference Number	Transaction Description		Amount
12-28	12-27	24137463362001456508346	USPS PO 3724000905 DICKINSON ND		17.10
01-11	01-09	24137464011001345237290	USPS KIOSK 3724009550 DICKINSON ND		17.10

CARDHOLDER ACTIVITY					
POLICE DEPARTMENT		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$179.96	\$0.00	\$0.00	\$179.96
Post Date	Tran Date	Reference Number	Transaction Description		Amount
01-08	01-05	24435654005762106540767	GALLS 859-266-7227 KY		179.96

CARDHOLDER ACTIVITY					
JOSHUA SKLUZACEK		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$787.41	\$0.00	\$0.00	\$787.41
Post Date	Tran Date	Reference Number	Transaction Description		Amount
12-27	12-26	24692163360108342681172	AMZN Mktp US*DL0LR3M93 Amzn.com/billWA		130.12
12-29	12-28	24692163363100444296964	AMZN Mktp US*3B92H28V3 Amzn.com/billWA		21.29
01-04	01-03	24692164003104967249453	IN *NORTH DAKOTA READY MI701-2232770 ND		275.00
01-08	01-07	24692164007107901207665	NORTH DAKOTA STATE UNI 701-231-8782 ND		75.00
01-08	01-07	24906414007191030980419	ASCE Purchasing 800-5482723 VA		286.00

CARDHOLDER ACTIVITY					
JOEL WALTERS		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$85.07	\$0.00	\$0.00	\$85.07
Post Date	Tran Date	Reference Number	Transaction Description		Amount
01-05	01-04	74377994004400065197966	WONDERSHARE.COM HONG KONG		20.99
01-08	01-04	24137464005100443697583	MENARDS DICKINSON ND		63.87
01-05	01-05	74377994004400065197966	INTERNATIONAL SERVICE FEE		0.21

Statement Date	JAN 11, 2024	Account Number	
Credit Limit	\$120,000	Payment Due Date	JAN 18, 2024
Cash Advance Balance	\$0.00	Amount Due	\$54,227.00
Available Credit	\$65,773.00	New Balance	\$54,227.00
CITY OF DICKINSON Account ID 8000-0018-8386			

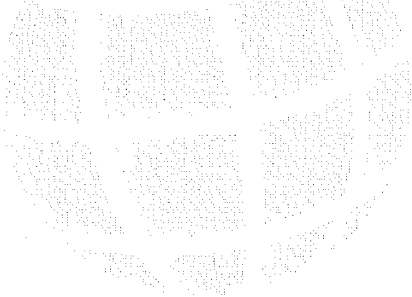
CARDHOLDER ACTIVITY					
CHRISTOPHER KIMMERLE		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$3,529.99	\$0.00	\$0.00	\$3,529.99
Post Date	Tran Date	Reference Number	Transaction Description		Amount
12-28	12-27	24399003361503768087701	BESTBUYCOM806889656106 888BESTBUY MN		2,529.99
12-29	12-27	24707803362030045265297	ELECTRONIC COMMUNICATIONSBISMARCK ND		1,000.00

CARDHOLDER ACTIVITY					
RACHEL WALDO		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$113.69	\$0.00	\$0.00	\$113.69
Post Date	Tran Date	Reference Number	Transaction Description		Amount
12-27	12-27	24431063361083739043467	AMAZON.COM*XX55Q0HL3 SEATTLE WA		25.03
12-28	12-27	24431063361083727201507	AMAZON.COM*I19VX12R3 SEATTLE WA		28.62
01-04	01-03	24226384004091007748123	WAL-MART #1567 DICKINSON ND		60.04

CARDHOLDER ACTIVITY					
AARON MEYER		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$38,217.17	\$0.00	\$0.00	\$38,217.17
Post Date	Tran Date	Reference Number	Transaction Description		Amount
01-02	12-31	24164073365105212367622	Staples Inc staples.com MA		280.02
01-02	01-01	24011344002000001793410	WASABI TECHNOLOGIES WWW.WASABI.COMA		271.80
01-05	01-04	2469216400410569902243	AMZN Mktp US*TK5Q41NZ2 Amzn.com/billWA		27,447.12
01-05	01-04	24399004004503854053626	BESTBUYCOM806900888351 888BESTBUY MN		1,119.99
01-08	01-05	24011344005000045861733	WWW.UI.COM WWW.UI.COM NY		4,384.00
01-08	01-05	24431064005083729108833	AMAZON.COM*TK5NY79P0 SEATTLE WA		411.12
01-08	01-07	24164074007105356839727	Staples Inc staples.com MA		742.65
01-09	01-08	24492164008000027612549	UBIQUITI INC. UI.COM NY		270.00
01-09	01-08	24755424009130092305759	NETSUPPORT INC 770-2054456 GA		3,170.48
01-10	01-09	24116414009083756448545	NEWEGG INC. 800-390-1119 CA		119.99

Statement Date	JAN 11, 2024	Account Number	
Credit Limit	\$120,000	Payment Due Date	JAN 18, 2024
Cash Advance Balance	\$0.00	Amount Due	\$54,227.00
Available Credit	\$65,773.00	New Balance	\$54,227.00
CITY OF DICKINSON Account ID 8000-0018-8386			

CARDHOLDER ACTIVITY					
JAYDA BORAH		PURCHASES	CASH ADVANCES	CREDITS	TOTAL ACTIVITY
		\$15.00	\$0.00	\$0.00	\$15.00
Post Date	Tran Date	Reference Number	Transaction Description		Amount
12-27	12-26	24204293360000619411076	FACEBK EDYAJVB762 650-5434800 CA		15.00



Rita Binstock

From: Jotform <noreply@jotform.com>
Sent: Wednesday, December 13, 2023 4:26 PM
To: Rita Binstock
Subject: Re: Citizen Interest - Peggy O'Brien
Attachments: 5783191889517268810_signature_13.png



Citizen Interest

Name: Peggy O'Brien

Home Phone: [Redacted]

Cell Phone: [Redacted]

Address: Dickinson, North Dakota, 58601

Email: [Redacted]

Primary Board you are interested in: Civil Service Commission

Secondary Board you are interested in: Planning/Zoning Commission

Resume/Biography Upload: [Redacted]

I am Interested in serving because:

Interest/Recommendation: I am interested in serving because I love our community. I want to be informed of and involved with the issues that impact the lives of not only the citizens of Dickinson, but also the surrounding communities as well. To that purpose, I attend as many City Commission meetings as I am able, in order to make informed decisions and engage in thoughtful dialogue. I thoroughly enjoy my service on the Stark Development Corporation board and am proud of the positive impact our board has made throughout not only Dickinson, but Stark County as a whole.

I believe my experience as the General Manager of Prairie Hills Mall and my involvement within the community has given me the necessary tools, as well as the patience, wisdom and ability to listen that is needed as a Civil Service Board Member.

Thank you for considering me for this honorable position.

Signature



Date

12-13-2023

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

DEPOSITORY BANKS FOR PUBLIC FUNDS

This item is for the City of Dickinson to put together a list of local banks to be approved by our City commission as potential depositories to comply with NDCC 21-04-13. We asked local banks that wished to be on the list to send their most recent available year-end financial reports to us for documentation. The purpose of bringing this to our City Commission is to have certainty that any bank we would use is both financially sound and that our government deposits would be protected. The banks are all aware that a pledge of security is required for any public funds exceeding federal deposit insurance.

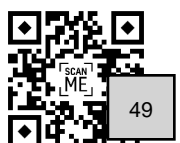
There was not a requirement for each bank to respond, however, any banks that did not respond with a financial report by the deadline of January 15th, were left off of the approved list below. Going forward, we will be having the City Commission update and approve a new list every two years. The bank financial reports will be kept on file with the Finance Department to review when entering into potential business agreements going forward.

The following list of banks is staff recommendation for approval:

1st International Bank & Trust
Bravera Bank
Choice Bank
Cornerstone Bank
Dacotah Bank
Dakota Community Bank
Gate City Bank
Kirkwood Bank

Linda Carlson

Deputy City Administrator



RESOLUTION NO. ___ - 2024

A RESOLUTION DESIGNATING DEPOSITORIES OF PUBLIC FUNDS
PURSUANT TO N.D.C.C. § 21-04-13

WHEREAS, N.D.C.C. § 21-04-13 provides as follows:

21-04-13. Board meetings - Designating depositories. The governing board of any public corporation, except the board of supervisors of any township and the school board of any common school district, at its regular meeting in January of each even-numbered year, shall assemble and examine all outstanding bonds and require new bonds whenever necessary in order to comply with the provisions of this chapter. If no regular meeting of the board in January is required by any other law, the board shall assemble for said purpose not later than the third Tuesday in January. At such meeting, the board shall designate depositories of public funds in accordance with the provisions of this chapter.

WHEREAS, the Board of City Commissioners of the City of Dickinson desire to designate depositories of public funds in accordance with the requirements of the North Dakota Century Code.

NOW, THEREFORE, BE IT RESOLVED that the Board of City Commissioners for the City of Dickinson, North Dakota, hereby designates the following financial institutions as depositories of public funds:

- 1st International Bank & Trust
- Bravera Bank
- Choice Bank
- Cornerstone Bank
- Dacotah Bank
- Dakota Community Bank
- Gate City Bank
- Kirkwood Bank

Dated this ____ day of January, 2024.

Scott Decker, President
Board of City Commissioners

ATTEST:

Dustin Dassinger, City Administrator

ACTUARIAL SERVICE AGREEMENT WITH GALLAGHER

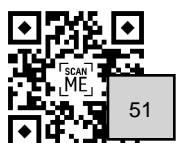
Before you are two agreements to be approved, the Master Agreement for Professional Services and the Project Assignment Actuarial Services. The Master Agreement states what is required for standard performance between the City and Gallagher. The Project Assignment describes the actual work that will be done and the cost for the annual services for 2024.

The cost from 2023 to 2024 went up ~ 5% on the GASB 67/68 valuations and funding valuation. There is a \$400 increase on the OPEB valuation due to the fact that this FULL valuation happens every other year. In 2022, the last FULL valuation, the cost was \$9,500. On the odd years, in 2023 there is only a requirement to update the assets, assumed long term of return and discount rate, therefore it is significantly lower in cost in those years.

Staff is recommending approval of both the Master Service Agreement and the Project Assignment Agreement.

Linda Carlson

Deputy City Administrator





Gallagher

Insurance | Risk Management | Consulting

PROJECT ASSIGNMENT Actuarial Services

This Project Assignment is issued pursuant to the terms and conditions of the Master Agreement for Professional Services with an Effective Date of January 1, 2024 (the “**Agreement**”), by and between Gallagher Benefit Services, Inc. (“**Gallagher**”) and City of Dickinson, North Dakota (“**Client**”). Defined terms used herein and not otherwise defined in this Project Assignment shall have the same meaning ascribed to the in the Agreement.

SCOPE OF ENGAGEMENT:

Annual Actuarial Services

- Annual GASB 67/68 pension reporting
- Annual funding report for pension plans
- Annual GASB 74/75 Other Postemployment Benefits (OPEB) reporting
- Benefit statements for all active employees
- Engaging with auditor and completing auditor requests for both the plan and the financial statements
- Attendance at one virtual client meeting to present valuation results, analysis and updates on pension legislation, trends and current industry developments

Gallagher will provide the actuarial services shown above based on the participant data provided to us that is of sufficient quality for actuarial valuation purposes and that will provide reasonable valuation results within the limitations of the valuation model. Gallagher will not audit the data but will perform a high-level review for reasonableness. Client is responsible for the data provided to Gallagher for use in the annual valuation for the Plan(s).

Other Postemployment Benefits (“OPEB”) Actuarial Valuation

For the retiree medical plan sponsored by the Client, Gallagher will prepare a GASB 74/75 actuarial valuation for fiscal year end 2023. GASB 75 requires annual valuations, with updated census every other year. Fiscal year end 2023 will require new census.

Additional services may be added at no change to the Project Assignment fee upon written agreement between Gallagher and Client.



Gallagher

Insurance | Risk Management | Consulting

TERM OF SERVICES:

The term of this Agreement will commence on the Effective Date and shall remain in effect for a period of 1 year (ending December 31, 2024) in accordance with this Agreement.

CONSULTING FEES

Compensation for providing the actuarial consulting services listed in the Project Assignment shall be billed on fixed, not to exceed cost of **\$29,200**. Services outside of the scope listed in the Project Assignment will be billed on a time and expense basis using the hourly rates below in the chart below.

The fee for standard individual calculations will be \$350.

Gallagher will provide Client with an invoice providing a description of the services performed or completed based on the timing outlined in the chart below. All invoices for payments due Gallagher will be paid by Client per Section 4 of the Agreement.

Services will be billed according to the chart listed below.

Item	Date	Fee
GASB 67/68 Valuations	May 2024	\$3,300
Funding Valuation	May 2024	\$16,000
Other Postemployment Benefits (“OPEB”) plan GASB 74/75 “full” (requiring new census) valuation	May 2024	\$9,900
Total		\$29,200

Travel Expenses

Expenses are to be kept to a minimum and are billed at actual cost for (but not limited to) the following: consultant travel, lodging, meals, local transportation, and airport, meeting, and parking expenses. Hotel expenses will typically be based on preferred rates obtained by Client or Gallagher; however Gallagher may select a non-preferred major chain (e.g., Marriott; Hyatt; etc.) if personal safety factors, geography, or meeting requirements dictate. Charges for airfare will be based on the most economical means of travel wherever possible, however, due to scheduling difficulties, aircraft capacity, and/or fare availability, charges may on occasion include higher cost, refundable fares fees, full coach, or non-refundable business/first class charges.

Any additions to, or changes in the services to be provided to Client per this Agreement, or any increases in the not-to-exceed costs as stated above, will require prior written approval of both parties.



Gallagher

Insurance | Risk Management | Consulting

HOURLY RATES

Position	Average Hourly Rate*
Professional Standards Review	\$550
Actuarial Lead Consultant	\$475
Actuarial Manager	\$390
Actuarial Analyst	\$325

** Hourly rates for subsequent years of services may be increased to reflect trends in hourly rates and changes in market conditions, however any increases shall not exceed five percent (5%) in any year.*



Gallagher

Insurance | Risk Management | Consulting

The terms and conditions contained in this Project Assignment constitute the parties' complete understanding and agreement relating to the subject matter hereof. Notwithstanding anything to the contrary in the Agreement or elsewhere, in the event of a conflict between this Project Assignment and the Agreement, the Agreement will control. No other terms and conditions, beyond those contained herein, will be valid unless mutually agreed to by Client and Gallagher in a writing signed by authorized representatives of each party.

ACCEPTED AND AGREED:

Client:

Gallagher Benefit Services, Inc.

By: _____

By: Colin J. Henty

Name: _____

Name: Colin J. Henty

Title: _____

Title: National Practice Leader, Actuarial and Retirement Services

Date: _____

Date: December 12, 2023

Address: _____

Address: 3600 American Blvd. West, Suite 500

Bloomington, MN 55431

ACTUARIAL SERVICE AGREEMENT WITH GALLAGHER

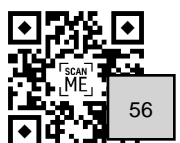
Before you are two agreements to be approved, the Master Agreement for Professional Services and the Project Assignment Actuarial Services. The Master Agreement states what is required for standard performance between the City and Gallagher. The Project Assignment describes the actual work that will be done and the cost for the annual services for 2024.

The cost from 2023 to 2024 went up ~ 5% on the GASB 67/68 valuations and funding valuation. There is a \$400 increase on the OPEB valuation due to the fact that this FULL valuation happens every other year. In 2022, the last FULL valuation, the cost was \$9,500. On the odd years, in 2023 there is only a requirement to update the assets, assumed long term of return and discount rate, therefore it is significantly lower in cost in those years.

Staff is recommending approval of both the Master Service Agreement and the Project Assignment Agreement.

Linda Carlson

Deputy City Administrator





Gallagher

Insurance | Risk Management | Consulting

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

This MASTER AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) entered into as of January 1, 2024 (“**Effective Date**”) is between Gallagher Benefit Services, Inc., a subsidiary of Arthur J. Gallagher & Co., a Delaware corporation (“**Gallagher**”) and City of Dickinson, North Dakota (“**Client**”).

Gallagher and Client desire to arrange for the provision of services by Gallagher to the Client as set forth herein. In consideration of the promises and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **ENGAGEMENT OF SERVICES.** From time to time, Gallagher and Client may enter into project assignment(s) for the provision of services provided by Gallagher (each a, “**Project Assignment**”). The exact nature and scope of the services shall be agreed, and the scope of services shall be detailed in a Project Assignment, and shall be governed by the terms and conditions of this Agreement.
2. **SCOPE OF PROJECT ASSIGNMENTS.** Gallagher will provide services, functions, or responsibilities related to the services set forth in a Project Assignment that are: (a) reasonably required for the proper performance and delivery of such services, functions, or responsibilities in accordance with this Agreement, or (b) an inherent part of, or a necessary subpart included within such services, functions or responsibilities.
3. **STANDARD FOR PERFORMANCE.** Subject to the terms of this Agreement, Gallagher will use its best efforts to render and complete the services by the applicable completion dates as may be specified in the Project Assignment.
4. **COMPENSATION.** Client will pay Gallagher the fees as set forth in any Project Assignment(s) as agreed upon between the parties. Client shall be responsible for all expenses incurred by Gallagher in the performance of its services under this Agreement. Upon termination of this Agreement for any reason, Gallagher will be paid fees specified on the Project Assignment for work which is then in progress on a proportional basis, and expenses incurred through the effective date of such termination. Unless other terms are set forth in the Project Assignment(s) for projects which are in progress, Client will pay Gallagher for services and will reimburse Gallagher for previously approved expenses within thirty (30) days of the date of Gallagher’s invoice.
5. **INDEPENDENT CONTRACTOR RELATIONSHIP.** Gallagher’s relationship with Client will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, agent-principal, or employer-employee relationship. In the performance of its duties, Gallagher may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Gallagher by the Client or its designated representatives, and reasonably believed by Gallagher to be genuine and authorized by the Client. Furthermore, Gallagher’s engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client. Gallagher will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client’s best interest.

6. **CONFIDENTIAL & NON-IDENTIFYING INFORMATION.**

6.1 Confidential Information. As used in this Agreement, “**Confidential Information**” means any non-public, proprietary or personal data and information furnished by either party or its agents or representatives to the other party or its agents and representatives, whenever furnished and regardless of the manner or media in which such information is furnished, which the receiving party knows or reasonably



Gallagher

Insurance | Risk Management | Consulting

should know to be confidential. Each party shall treat Confidential Information as confidential and only use it in the performance of its obligations under this Agreement.

The parties acknowledge that Confidential Information includes personal data provided to Gallagher by Client for the benefit of Client and/or its employees to facilitate the performance of services set forth in this Agreement or applicable Project Assignment. Both parties also agree and understand that Confidential Information may include information that alone, or in combination with other information, uniquely identifies an individual. Client agrees that Gallagher is permitted to disclose and transfer Client's Confidential Information to Gallagher's affiliates, agents, or vendors that have a need to know the Confidential Information in connection with the services provided under this Agreement (including insurance carriers, as necessary, for quoting and/or placing insurance coverages). Gallagher has established, and will maintain security controls to protect Client Confidential Information from unauthorized use or disclosure. For additional information, please review **Gallagher's Privacy Policy** located at <https://www.ajg.com/privacy-policy/>.

Both Gallagher and Client agree to comply with all state and federal laws, rules, and orders that relate to privacy and data protection which are, or which in the future may be, applicable to Confidential Information, the services, or the performance of obligations under this Agreement. Upon request, Gallagher will cooperate with Client pursuant to applicable law(s) to comply with requests from individuals regarding their personal information.

6.2 Non-Identifying Information. Notwithstanding Section 6.1 above, Gallagher may collect, use, transfer, and disclose information only in a form that does not specifically identify Client ("**Non-Identifying Information**"). All Non-Identifying Information will remain anonymous and cannot be altered to re-identify Client or any individual. Furthermore, Gallagher certifies that all Non-Identifying Information combined and aggregated with information collected from other sources for analytical and research purposes, shall be subject to, and in compliance with all applicable privacy and data security laws.

7. REPRESENTATIONS AND WARRANTIES.

7.1. Gallagher Representations and Warranties. Gallagher represents and warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards.

7.2. Client Representations and Warranties. Client hereby represents and warrants that: (a) materials provided to Gallagher for use in connection with the services provided hereunder will not infringe the intellectual property rights of any third party; and (b) Client has the full right and power to enter into and perform this Agreement without the consent of any third party.

7.3. No Other Representations and Warranties.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, NO OTHER REPRESENTATION, EXPRESS OR IMPLIED, AND NO WARRANTY OR GUARANTEES ARE INCLUDED OR INTENDED BY GALLAGHER IN THIS AGREEMENT, OR IN ANY REPORT, OPINION, DELIVERABLE, WORK PRODUCT, DOCUMENT OR OTHERWISE. THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY GALLAGHER CONCERNING THE MATTERS COVERED BY THIS AGREEMENT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.



Gallagher

Insurance | Risk Management | Consulting

8. LIMITED LIABILITY. Gallagher's liability to the Client and any other party for any losses, injury or damages to persons or properties or work performed arising out of in connection with this Agreement and for any other claim, whether the claim arises in contract, tort, statute, or otherwise, shall not exceed \$1 million in the aggregate.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, GALLAGHER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, LOST PROFITS, OR PUNITIVE DAMAGES SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any services provided hereunder may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.

9. INDEMNIFICATION. Gallagher agrees defend, indemnify, and hold the other party and its affiliates and their respective directors, officers, employees, and agents harmless from any and all losses, liabilities, exposures, damages, and all related costs and expenses, including reasonable legal fees, to the extent arising from or relating to any third-party claims, demands, suits, allegations, causes, or threats of action based on the indemnifying party's: (a) breach of any representation, warranty, or covenant made by such party hereunder; or (b) grossly negligent acts, omissions, or intentional misconduct; provided, however, that the indemnifying party's indemnification obligations hereunder shall be reduced to the extent that such losses and damages arise from the acts or omissions of the other party or its employees or agents.

Only to the text allowed under North Dakota law, Client agrees defend, indemnify, and hold the other party and its affiliates and their respective directors, officers, employees, and agents harmless from any and all losses, liabilities, exposures, damages, and all related costs and expenses, including reasonable legal fees, to the extent arising from or relating to any third-party claims, demands, suits, allegations, causes, or threats of action based on the indemnifying party's: (a) breach of any representation, warranty, or covenant made by such party hereunder; or (b) grossly negligent acts, omissions, or intentional misconduct; provided, however, that the indemnifying party's indemnification obligations hereunder shall be reduced to the extent that such losses and damages arise from the acts or omissions of the other party or its employees or agents.

10. TERM AND TERMINATION. The term of this Agreement will commence on the Effective Date and shall remain in effect until terminated in accordance with this Agreement. Either party may terminate this Agreement by giving the other party at least sixty (60) days written notice of its intent to terminate, provided however any active, and outstanding Project Assignments existing under this Agreement will continue until expiration, termination, or completion of services as stated in each such Project Assignment. Client shall be responsible to Gallagher for any services performed prior to the date of termination and Gallagher shall be responsible to Client to continue to provide services until the date of termination of this Agreement. Upon termination of the Agreement, contingent upon Client's full payment for services and incurred expenses, Gallagher will deliver to Client any and all of its information, forms and documentation.

11. GENERAL PROVISIONS.

11.1. Assignment and Subcontractors. Client may not assign this Agreement without Gallagher's prior written consent. Gallagher may cause another person or entity, as a subcontractor to Gallagher, to provide some of the services required to be performed by Gallagher hereunder; provided that Gallagher shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by Gallagher's obligations under this Agreement). Gallagher shall seek prior written approval from Client for any subcontractors providing substantive consulting, professional, or managerial services.



Gallagher

Insurance | Risk Management | Consulting

Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.

11.2. Travel Expenses. Expenses are to be kept to a minimum and are billed at actual cost for (but not limited to) the following: consultant travel, lodging, meals, local transportation, and airport, meeting, and parking expenses. Hotel expenses will typically be based on preferred rates obtained by Client or Gallagher; however Gallagher may select a non-preferred major chain (e.g., Marriott; Hyatt; etc.) if personal safety factors, geography, or meeting requirements dictate. Charges for airfare will be based on the most economical means of travel wherever possible, however, due to scheduling difficulties, aircraft capacity, and/or fare availability, charges may on occasion include higher cost, refundable fares fees, full coach, or non-refundable business/first class charges.

11.3. Force Majeure. Except for Client’s payment obligations under this Agreement, neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.

11.4. No Legal Advice Intended. The advice given by Gallagher is not intended to be, nor should it be construed as legal advice. Client is recommended, at its own cost, to have its own independent legal counsel review all documentation provided by Gallagher. Gallagher will not be obligated to perform, and the Client will not request performance of, any services which may constitute unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Gallagher under the scope and terms as provided herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that the Client has foreign operations, any applicable foreign laws and regulations.

11.5. Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

11.6. Notices. All notices, requests and other communications under this Agreement must be in writing, and must be mailed by registered or certified mail, postage prepaid and return receipt requested, delivered by overnight delivery or delivered by hand to the party to whom such notice is required or permitted to be given. If mailed, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by overnight delivery or hand, any such notice will be considered to have been given when received by the party to whom notice is given, as evidenced by written and dated receipt of the receiving party. The mailing address for notice to either party will be the address show on the signature page of this Agreement. Either party may change its mailing address by notice as provided by this section.

11.7. Governing Law. The parties agree that this Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of North Dakota without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.

11.8. Enforcement. In the event that either party shall successfully bring an action against the other with respect to the enforcement, interpretation, or breach of any provision of this Agreement, the other party shall pay the reasonable amounts incurred by the party bringing the action, specifically including court costs, expenses and reasonable attorneys’ fees.

11.9. Waiver. No waiver by either party of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by either party of any right under this Agreement shall be



Gallagher

Insurance | Risk Management | Consulting

construed as a waiver of any other right. Neither party shall be required to give notice to enforce strict adherence to all terms of this Agreement.

11.10. Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. This Agreement shall inure to the benefit of, and shall be binding upon, both Gallagher and Client and their respective heirs, legal representatives and permitted assigns. The terms of this Agreement will govern all Project Assignments and services undertaken by Gallagher for Client. In the event of any conflict between this Agreement and a Project Assignment, the Project Assignment shall control, but only with respect to the matters set forth therein.

11.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. One or more counterparts of this Agreement may be delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically, with such delivery having the same effect as delivery of an original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first written above.

Client: City of Dickinson, North Dakota

Gallagher Benefit Services, Inc.

By: _____
Name: _____
Title: _____
Date: _____
Address: _____

By: _____
Name: Colin J. Henty
Title: National Practice Leader, Actuarial and Retirement Services
Date: _____
Address: 3600 American Blvd. West, Suite 500
Bloomington, MN 55431

Monthly Financial Report

Presented by: Finance Department

Consideration to Approve



Treasurer's Report as of December 31st, 2023

▶ General Checking	\$ 210,769
▶ Demand Deposit	\$ 35,000,000
▶ Money Market	<u>\$ 28,626,959</u>
▶ Cash Total	\$ 63,837,728

▶ This includes Restricted and Committed funds.

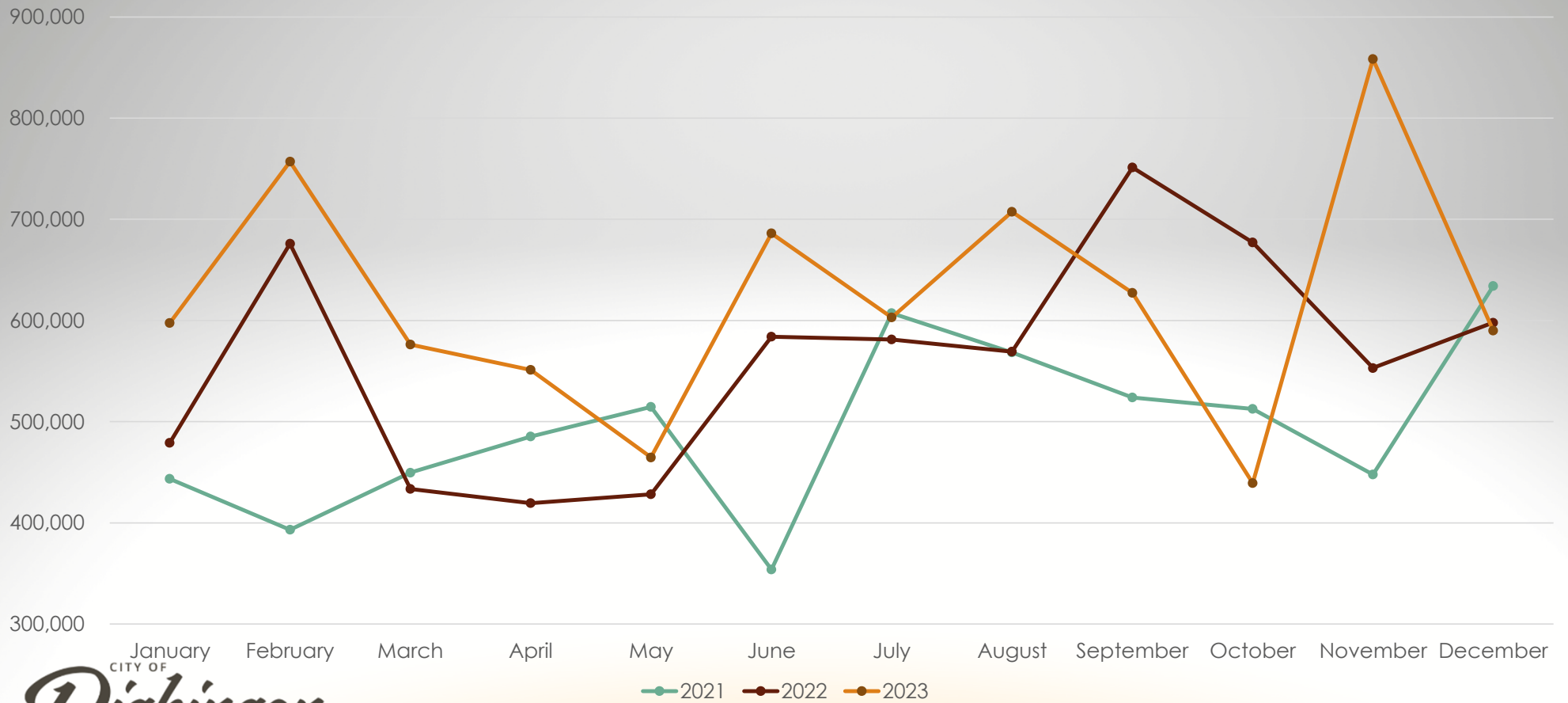
▶ Current Interest Rate on Cash Accounts 3.82%



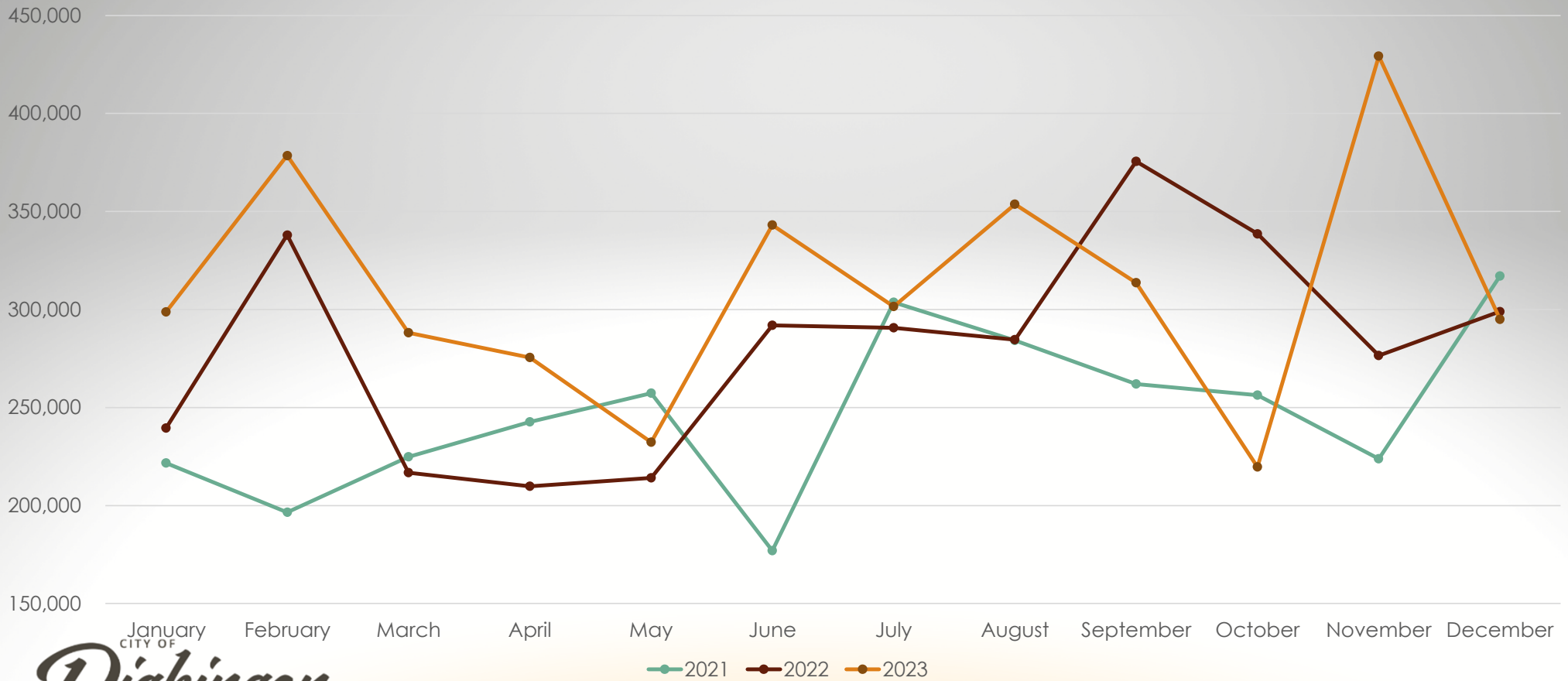
Investments as of December 31st, 2023

➤ Future Fund	\$ 6,880,055
➤ CMA	\$ 14,218,548
➤ City Pension	\$ 7,261,946
➤ Police Pension	\$ 6,991,614
➤ Volunteer Fire Pension	\$ 391,575
➤ OPEB	<u>\$ 209,414</u>
➤ Total	\$ 34,863,841

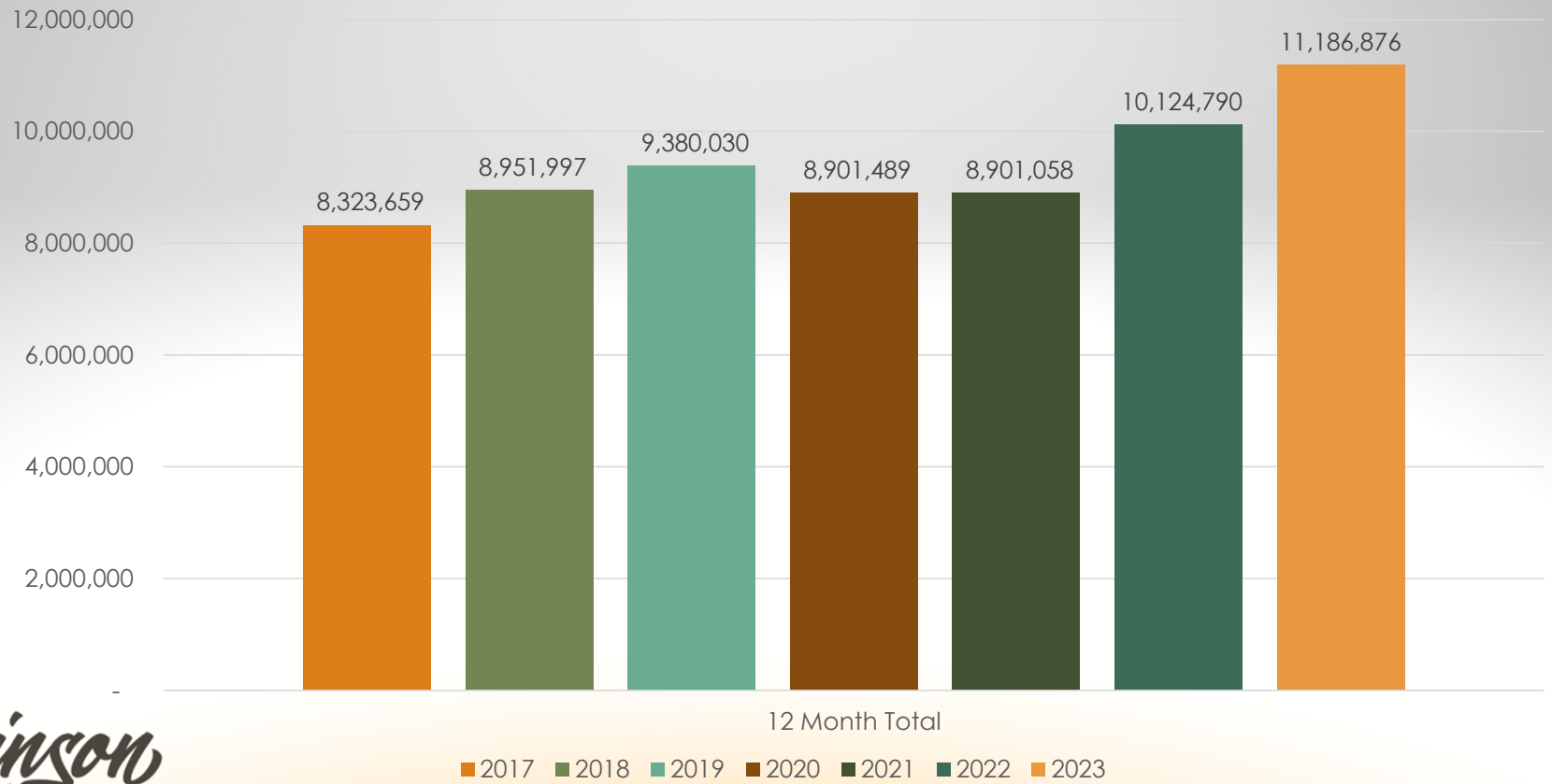
1% Sales Tax Monthly Breakdown



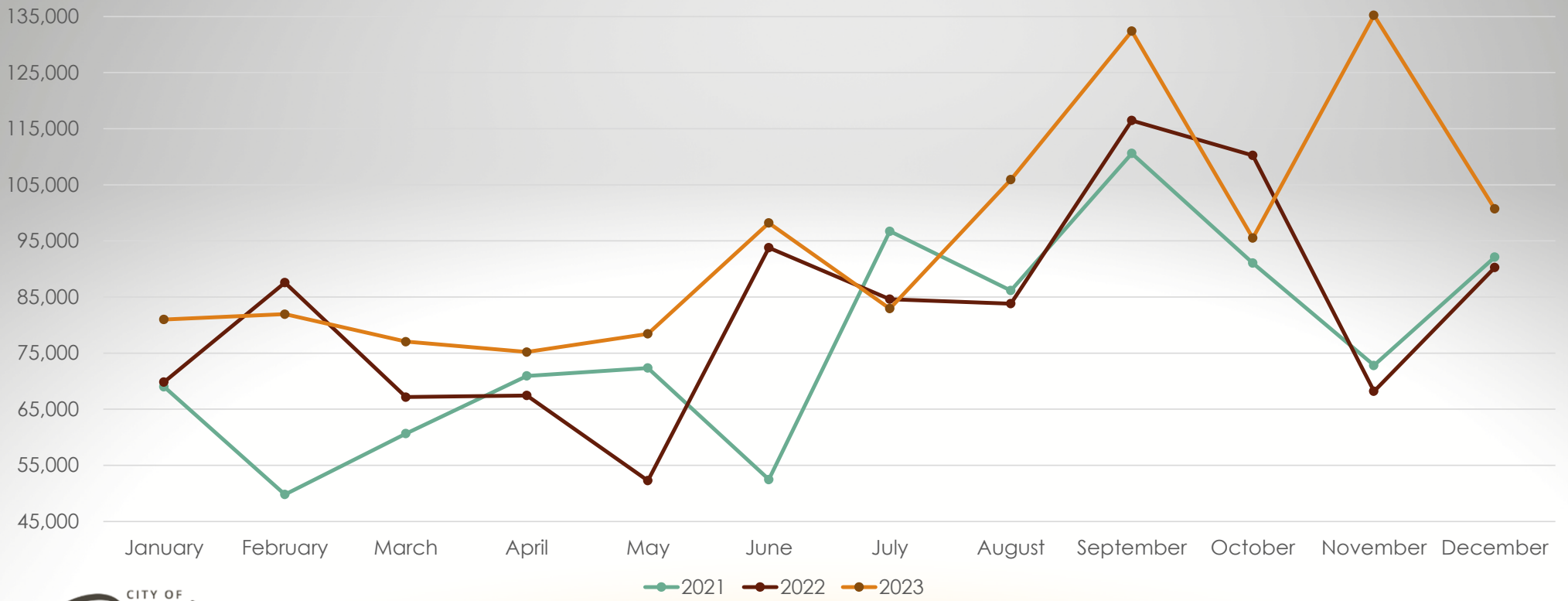
1/2% Sales Tax Monthly Breakdown



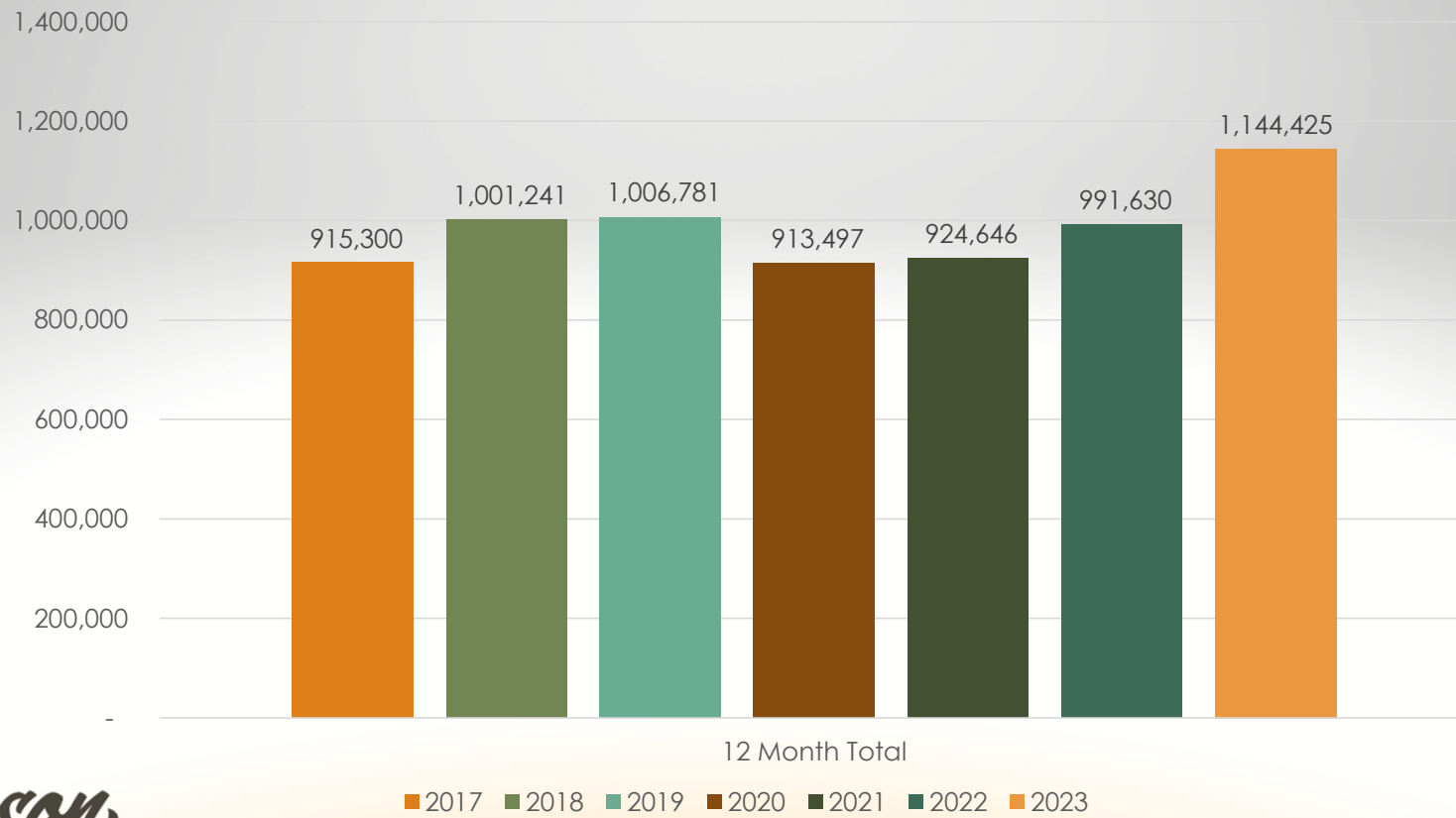
Sales Tax Comparison



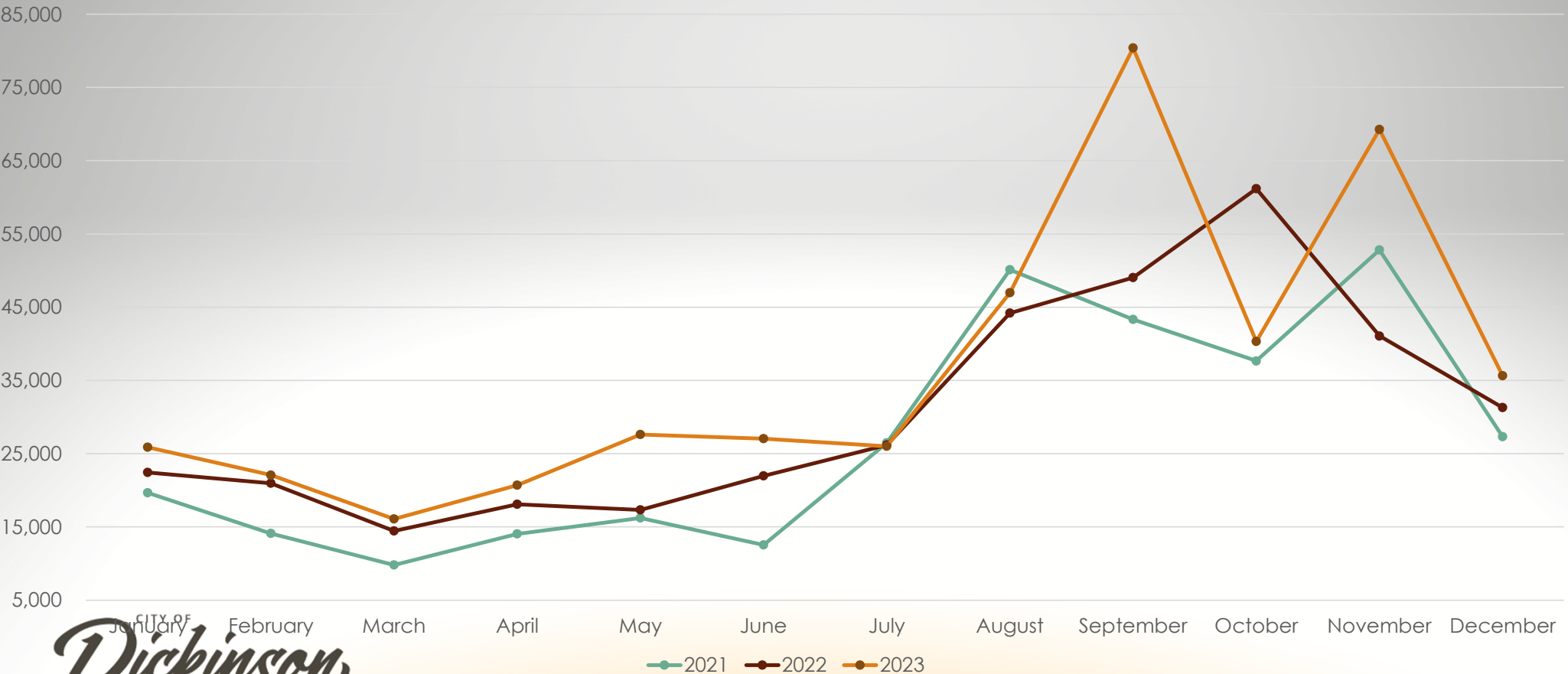
Hospitality Tax Monthly Breakdown



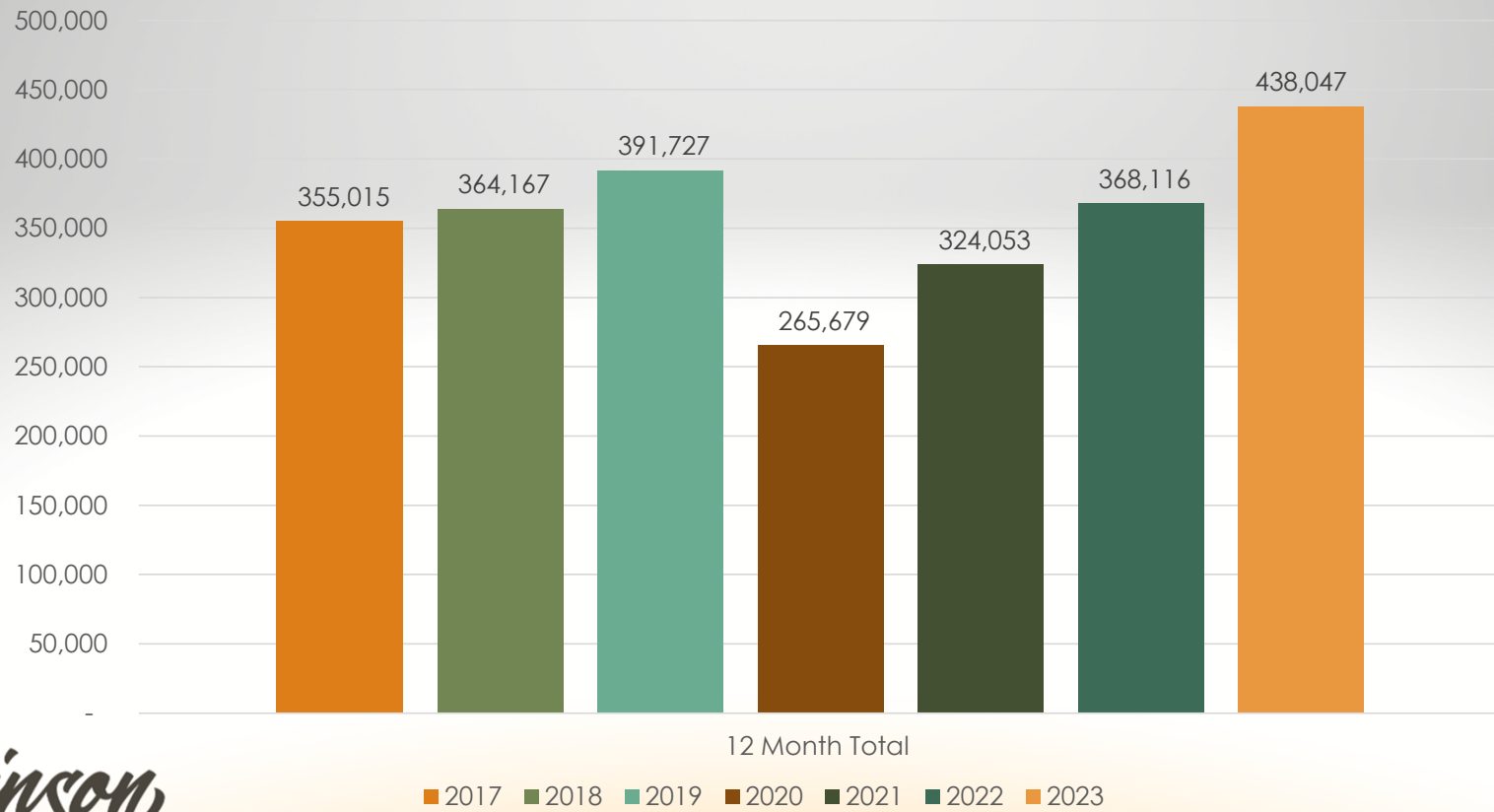
Hospitality Tax Comparison



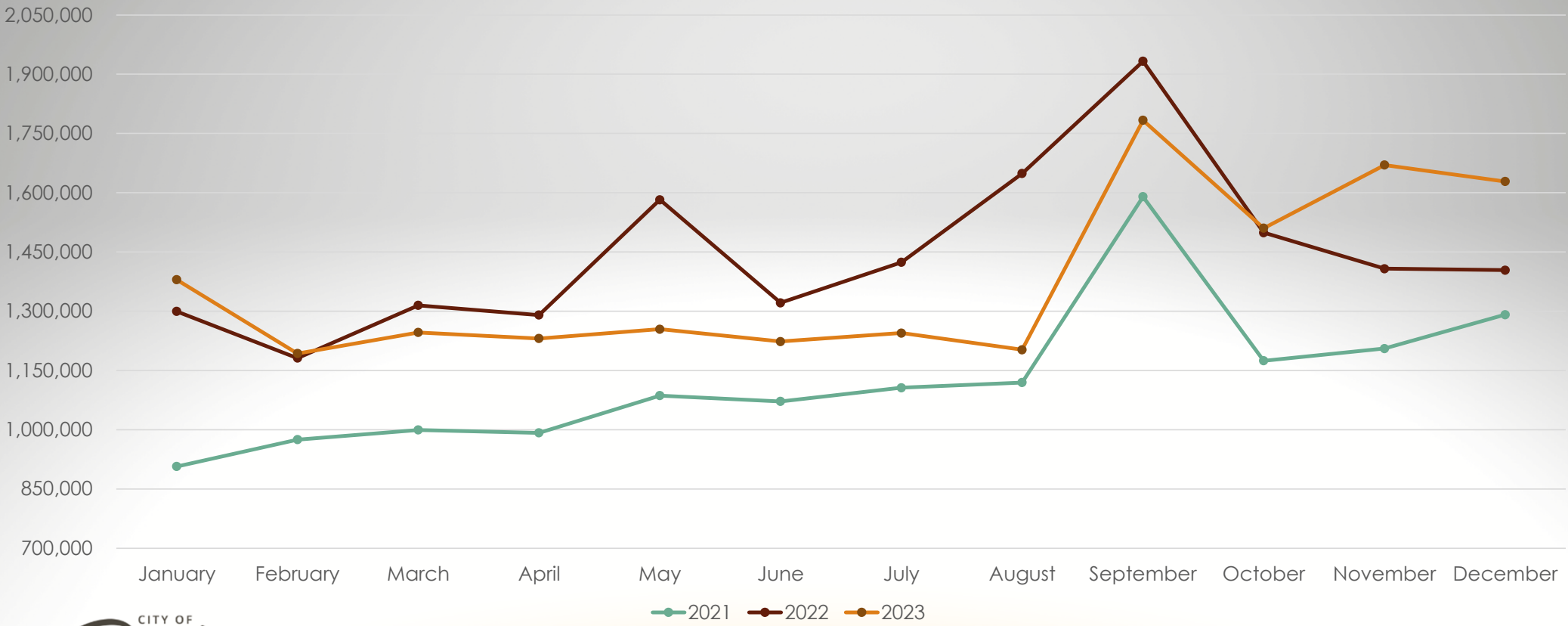
Occupancy Tax Monthly Breakdown



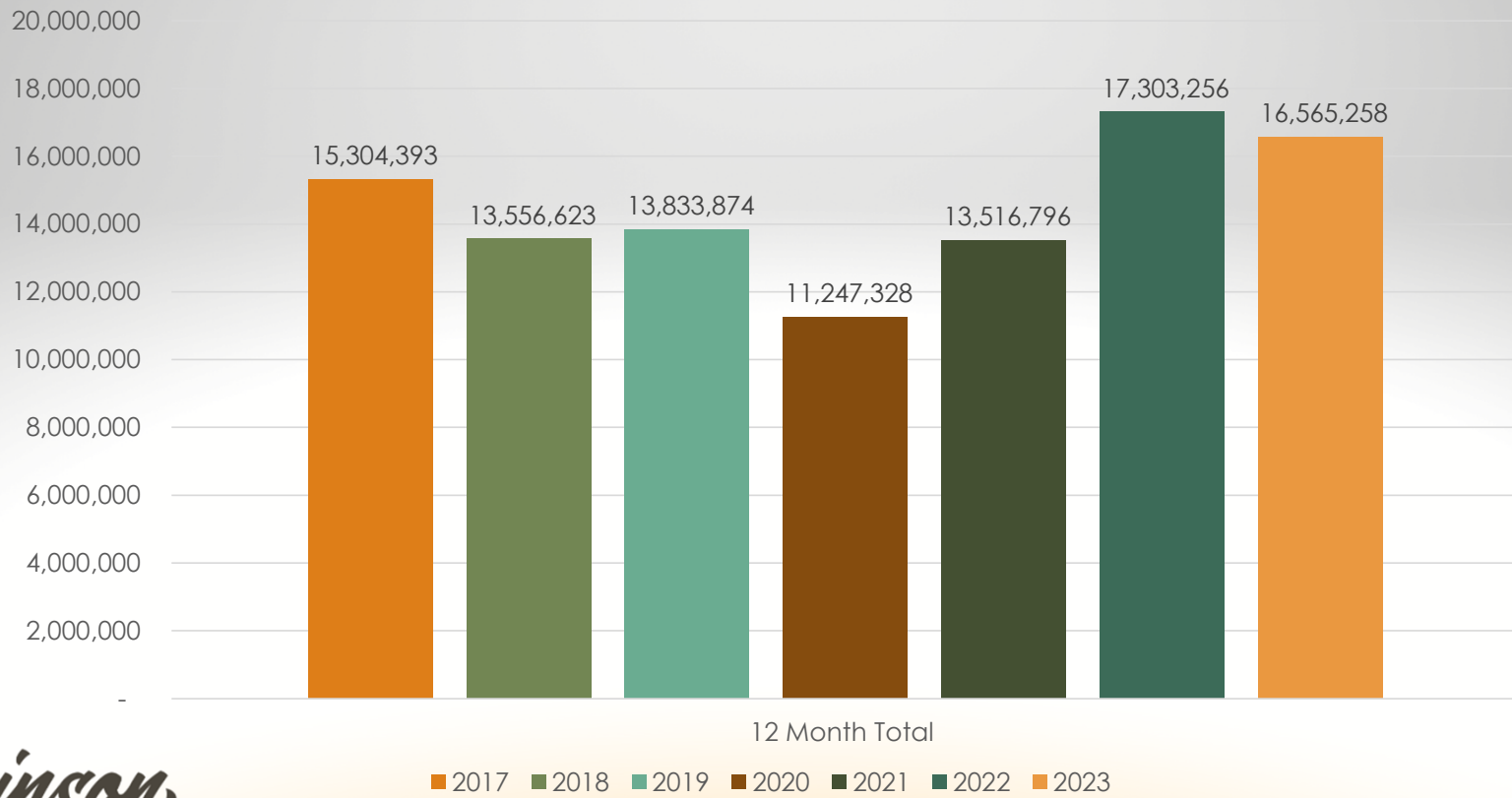
Occupancy Tax Comparison



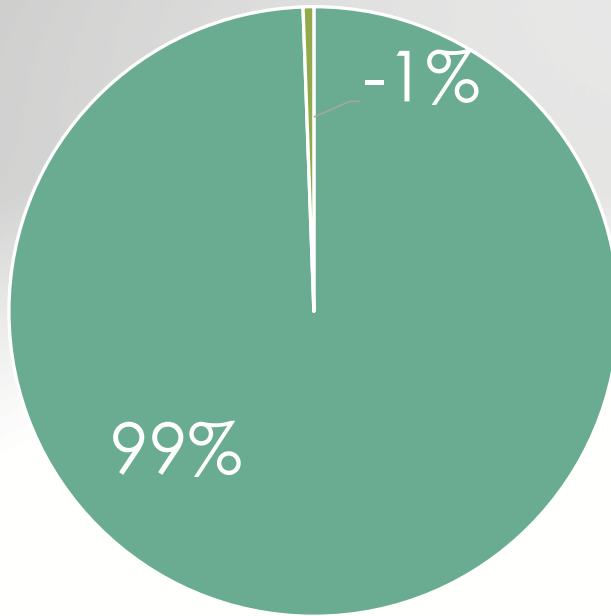
Oil Impact Revenue Monthly Breakdown



Oil Impact Comparison

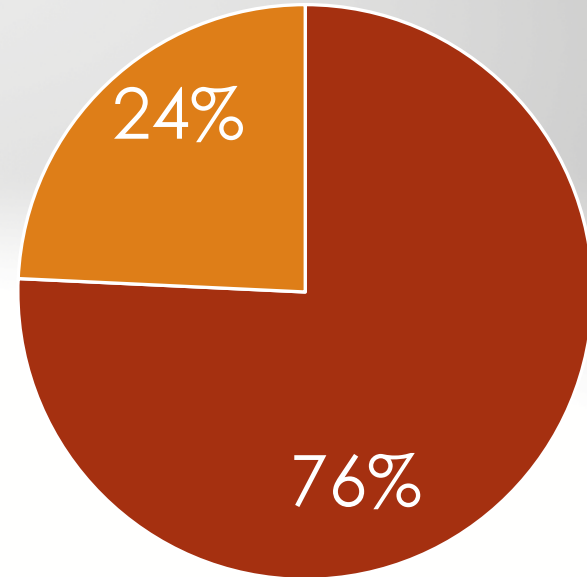


General Fund Revenue



■ Collected ■ Remaining

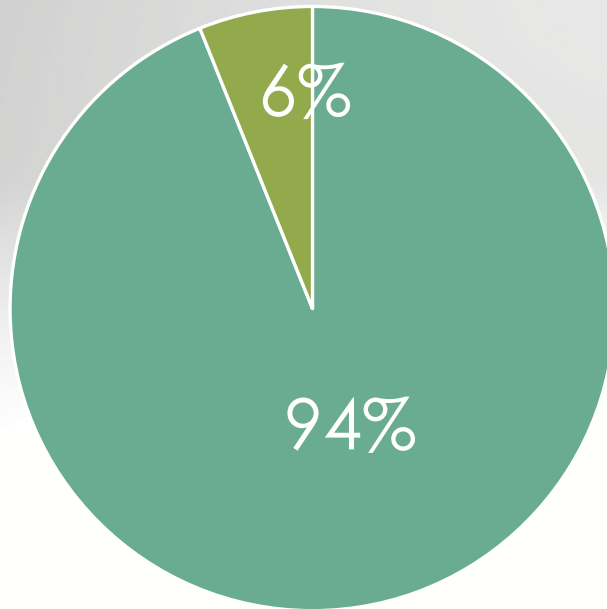
General Fund Expenses



■ Expended ■ Remaining

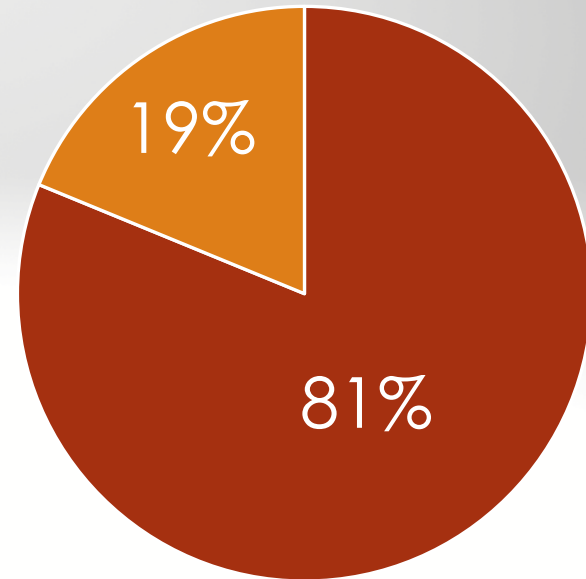


Utility Revenue



■ Collected ■ Remaining

Enterprise Fund Expenses



■ Expended ■ Remaining





Financial Report
 For the Period Ending
 December 31st, 2023

From: *Samantha Buzalsky, Accountant*

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

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

2023 Budget Recap

As of 12/31/2023

	<u>2023</u> <u>Budget</u>	<u>2023</u> <u>Actual</u>	<u>Variance</u>	<u>% Expended</u>
<u>General Fund</u>	\$ 24,668,606	\$ 21,351,083	\$ 3,317,523	86.55%
<u>Special Revenue Funds</u>				
1% Sales Tax	\$ 8,334,500	\$ 8,053,671	\$ 280,829	96.63%
1/2% Sales Tax	\$ 4,645,337	\$ 3,967,156	\$ 678,181	85.40%
Legacy Square Fund	\$ 214,691	\$ 280,030	\$ (65,339)	130.43%
Cemetery Fund	\$ 109,937	\$ 832,452	\$ (722,515)	757.21%
Future Fund	\$ 300,000	\$ 302,064	\$ (2,064)	100.69%
Oil Impact Fund	\$ 24,228,417	\$ 16,485,837	\$ 7,742,580	68.04%
Hospitality Tax	\$ 1,535,000	\$ 1,436,787	\$ 98,213	93.60%
Highway Tax	\$ 1,400,000	\$ 1,000,000	\$ 400,000	71.43%
Urban Forestry/Downtown Streetscape	\$ 50,000	\$ -	\$ 50,000	0.00%
Library	\$ 1,375,747	\$ 1,239,688	\$ 136,059	90.11%
Interest Revenue Fund	\$ 1,200,000	\$ 834,636	\$ 365,364	69.55%
<u>Debt Service Funds</u>				
WRCC Revenue Bond	\$ 1,435,000	\$ 1,431,255	\$ 3,745	99.74%
General Capital Lease Fund	\$ 400,000	\$ 326,534	\$ 73,466	81.63%
<u>Enterprise/Proprietary Funds</u>				
Water	\$ 7,701,362	\$ 9,630,055	\$ (1,928,693)	125.04%
Sewer	\$ 9,216,034	\$ 5,271,327	\$ 3,944,707	57.20%
Solid Waste	\$ 5,649,079	\$ 4,677,565	\$ 971,514	82.80%
Storm Water	\$ 125,011	\$ 268,205	\$ (143,194)	214.55%
Wastewater Plant	\$ 1,898,807	\$ 1,222,902	\$ 675,905	64.40%
Fleet (Internal Service)	\$ 1,074,063	\$ 891,292	\$ 182,771	82.98%
<u>Totals</u>	95,561,591	79,502,538	16,059,053	83.20%

1% Sales Tax

Section 3. Item E.

12/31/2023

	2015	2016	2017	2018	2019	2020	2021	2022	2023	(Decrease) over prior year
January	798,741	408,494	380,897	369,381	503,405	576,989	443,415	479,035	597,446	118,412
February	775,913	538,000	556,619	629,177	590,900	615,580	393,184	675,922	757,033	81,111
March	655,960	436,744	350,360	417,722	417,702	345,175	449,633	433,558	576,217	142,659
April	615,579	315,288	395,606	324,713	394,368	505,251	485,343	419,590	551,078	131,489
May	639,724	442,603	387,500	549,810	543,423	505,989	514,562	428,195	464,675	36,480
June	538,617	400,295	498,003	455,476	487,623	324,748	353,963	583,886	686,093	102,207
July	644,609	307,174	503,809	401,647	425,959	584,979	607,274	581,266	602,935	21,670
August	727,574	409,204	545,685	664,241	765,145	527,075	568,420	569,164	707,353	138,188
September	557,461	540,606	445,415	517,500	517,822	494,819	523,865	751,171	627,308	(123,863)
October	566,494	475,706	438,058	473,116	568,820	490,122	512,572	677,176	439,305	(237,871)
November	525,823	481,685	589,021	609,032	600,086	472,033	447,706	553,059	858,479	305,419
December	645,500	285,719	458,134	556,185	438,099	491,566	634,101	597,838	589,994	(7,844)
Totals	7,691,993	5,041,518	5,549,106	5,967,998	6,253,353	5,934,326	5,934,039	6,749,860	7,457,917	708,057

1/2% Sales Tax

	2015	2016	2017	2018	2019	2020	2021	2022	2023	Increase (Decrease) over prior year
January	399,370	204,247	190,448	184,690	251,703	288,495	221,707	239,517	298,723	59,206
February	387,956	269,000	278,309	314,588	295,450	307,790	196,592	337,961	378,517	40,555
March	327,980	218,372	175,180	208,861	208,851	172,588	224,817	216,779	288,109	71,330
April	307,790	157,644	197,803	162,356	197,184	252,626	242,671	209,795	275,539	65,744
May	319,862	221,301	193,750	274,905	271,711	252,994	257,281	214,097	232,338	18,240
June	269,308	200,147	249,002	227,738	243,812	162,374	176,981	291,943	343,047	51,103
July	322,304	153,587	251,905	200,823	212,980	292,490	303,637	290,633	301,468	10,835
August	363,787	204,602	272,842	332,120	382,573	263,538	284,210	284,582	353,676	69,094
September	278,730	270,303	222,707	258,750	258,911	247,409	261,933	375,585	313,654	(61,931)
October	283,247	237,853	219,029	236,558	284,410	245,061	256,286	338,588	219,652	(118,936)
November	262,912	240,843	294,511	304,516	300,043	236,016	223,853	276,530	429,239	152,710
December	322,750	142,859	229,067	278,092	219,050	245,783	317,051	298,919	294,997	(3,922)
Totals	3,845,997	2,520,759	2,774,553	2,983,999	3,126,677	2,967,163	2,967,019	3,374,930	3,728,959	354,029

Total 1.5% Sales Tax

	2015	2016	2017	2018	2019	2020	2021	2022	2023	Increase (Decrease) over prior year
January	1,198,111	612,741	571,345	554,071	755,108	865,484	665,122	718,552	896,169	177,617
February	1,163,869	807,001	834,928	943,765	886,350	923,369	589,775	1,013,883	1,135,550	121,666
March	983,940	655,116	525,540	626,583	626,552	517,763	674,450	650,337	864,326	213,989
April	923,369	472,932	593,409	487,069	591,552	757,877	728,014	629,384	826,618	197,233
May	959,586	663,904	581,250	824,715	815,134	758,983	771,843	642,292	697,013	54,721
June	807,925	600,442	747,005	683,214	731,435	487,122	530,944	875,829	1,029,140	153,310
July	966,913	460,761	755,714	602,470	638,939	877,469	910,911	871,899	904,403	32,505
August	1,091,361	613,806	818,527	996,361	1,147,718	790,613	852,630	853,747	1,061,029	207,283
September	836,191	810,908	668,122	776,250	776,733	742,228	785,798	1,126,756	940,962	(185,794)
October	849,740	713,559	657,087	709,674	853,230	735,183	768,859	1,015,764	658,957	(356,807)
November	788,735	722,528	883,532	913,547	900,130	708,049	671,559	829,589	1,287,718	458,129
December	968,250	428,578	687,201	834,277	657,149	737,349	951,152	896,757	884,991	(11,766)
Totals	11,537,990	7,562,277	8,323,659	8,951,997	9,380,030	8,901,489	8,901,058	10,124,790	11,186,876	1,062,086

Hospitality Tax

12/31/2023

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	Increase (Decrease) over prior year
January	90,075	127,633	73,010	63,210	62,202	81,122	82,427	69,011	69,822	80,993	11,171
February	91,494	87,881	63,721	72,593	92,503	80,320	84,166	49,803	87,549	81,937	(5,612)
March	80,535	89,324	66,888	59,786	65,519	71,329	63,859	60,667	67,154	77,037	9,883
April	94,350	99,587	74,521	65,350	50,319	59,212	78,972	70,912	67,428	75,191	7,763
May	80,152	90,942	66,171	55,889	84,613	92,634	63,745	72,352	52,278	78,429	26,151
June	85,758	80,394	73,711	80,416	91,483	76,960	41,043	52,463	93,769	98,201	4,432
July	103,928	106,471	74,709	83,689	65,073	70,675	82,172	96,721	84,616	82,918	(1,697)
August	127,416	97,911	64,284	78,807	106,837	104,979	88,496	86,150	83,828	105,902	22,073
September	89,188	92,071	108,754	97,707	99,110	91,084	77,004	110,621	116,475	132,380	15,905
October	128,233	106,547	84,466	70,854	81,064	106,436	92,454	91,040	110,248	95,499	(14,750)
November	141,539	76,223	76,603	109,720	108,769	99,662	76,605	72,803	68,209	135,220	67,011
December	117,629	97,484	82,192	77,280	93,749	72,367	82,554	92,104	90,254	100,718	10,464
Totals	1,230,295	1,152,469	909,030	915,300	1,001,241	1,006,781	913,497	924,646	991,630	1,144,425	152,795

Occupancy Tax

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	Increase (Decrease) over prior year
January	47,081	85,816	25,326	25,490	14,504	23,827	23,209	19,645	22,427	25,873	3,445
February	53,243	38,539	18,022	23,565	25,752	19,796	22,931	14,115	20,959	22,081	1,122
March	40,490	62,411	22,497	18,559	12,234	20,971	11,847	9,806	14,433	16,097	1,664
April	53,132	42,526	21,172	16,935	14,283	24,396	22,041	14,038	18,074	20,706	2,632
May	34,282	39,073	25,767	20,110	24,654	23,073	19,237	16,205	17,314	27,617	10,302
June	51,167	39,610	23,688	33,376	30,921	25,315	12,864	12,547	21,977	27,036	5,058
July	58,161	45,636	28,311	22,260	19,871	37,101	12,496	26,474	26,169	26,015	(154)
August	72,993	42,964	21,653	35,371	40,414	37,844	27,268	50,105	44,182	46,969	2,787
September	59,369	52,513	61,381	45,948	48,211	44,207	28,500	43,337	49,032	80,411	31,379
October	70,867	72,676	40,973	31,787	41,598	63,262	33,627	37,659	61,186	40,325	(20,861)
November	116,555	35,040	34,433	47,372	50,014	47,438	29,306	52,810	41,071	69,271	28,200
December	81,052	48,218	38,256	34,241	41,713	24,498	22,353	27,311	31,290	35,647	4,357
Totals	738,390	605,021	361,480	355,015	364,167	391,727	265,679	324,053	368,116	438,047	69,931

Oil Impact Fund Revenue

12/31/2023

	2017	2018	2019	2020	2021	2022	2023	Increase (Decrease) over prior year
January	1,465,553	860,742	1,088,021	1,173,219	906,718	1,299,165	1,379,453	80,288
February	1,480,924	882,817	938,136	1,221,034	974,729	1,181,038	1,192,840	11,802
March	1,489,966	949,318	1,061,228	1,143,847	999,254	1,314,748	1,246,296	(68,452)
April	1,520,319	805,930	1,047,392	1,016,645	991,918	1,290,101	1,230,965	(59,136)
May	1,463,638	876,208	1,120,384	792,116	1,086,395	1,582,042	1,254,441	(327,601)
June	1,515,104	1,099,144	1,212,734	622,710	1,071,391	1,321,182	1,223,107	(98,075)
July	1,477,516	1,243,935	1,182,092	623,428	1,106,206	1,423,884	1,244,544	(179,340)
August	1,436,686	1,198,710	1,112,773	739,585	1,119,185	1,648,644	1,202,366	(446,277)
September	1,055,973	1,656,623	1,559,227	1,219,797	1,590,051	1,932,473	1,783,432	(149,041)
October	770,233	1,263,925	1,191,095	907,805	1,174,502	1,498,774	1,509,862	11,088
November	774,645	1,362,972	1,152,480	896,826	1,205,340	1,407,431	1,669,712	262,281
December	853,835	1,356,298	1,168,313	890,316	1,291,108	1,403,773	1,628,239	224,465
Totals	15,304,393	13,556,623	13,833,874	11,247,328	13,516,796	17,303,256	16,565,258	(737,998)

City of Dickinson

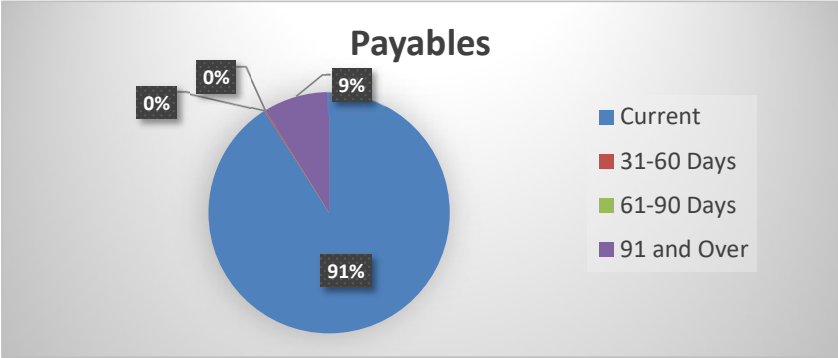
12/31/2023	Occupancy Tax Total Collections (Paid to CVB)		Sales Tax Revenue Monthly Breakdown					
	Occupancy Tax		1% Sales Tax		1/2% Sales Tax		Hospitality Tax	
	2022	2023	2022	2023	2022	2023	2022	2023
January	22,427	25,873	479,035	597,446	239,517	298,723	69,822	80,993
February	20,959	22,081	675,922	757,033	337,961	378,517	87,549	81,937
March	14,433	16,097	433,558	576,217	216,779	288,109	67,154	77,037
April	18,074	20,706	419,590	551,078	209,795	275,539	67,428	75,191
May	17,314	27,617	428,195	464,675	214,097	232,338	52,278	78,429
June	21,977	27,036	583,886	686,093	291,943	343,047	93,769	98,201
July	26,169	26,015	581,266	602,935	290,633	301,468	84,616	82,918
August	44,182	46,969	569,164	707,353	284,582	353,676	83,828	105,902
September	49,032	80,411	751,171	627,308	375,585	313,654	116,475	132,380
October	61,186	40,325	677,176	439,305	338,588	219,652	110,248	95,499
November	41,071	69,271	553,059	858,479	276,530	429,239	68,209	135,220
December	31,290	35,647	597,838	589,994	298,919	294,997	90,254	100,718
Total	368,116	438,047	6,749,860	7,457,917	3,374,930	3,728,959	991,630	1,144,425

	Intergovernmental Revenues							
	State Aid Distribution		Highway Distribution Tax		Oil Impact Revenue		Other Misc. Revenue Intergovernmental	
	2022	2023	2022	2023	2022	2023	2022	2023
January	147,564	189,768	118,912	123,168	1,299,165	1,379,453	-	-
February	202,579	226,505	99,761	111,303	1,181,038	1,192,840	-	-
March	133,060	184,004	80,664	86,510	1,314,748	1,246,296	12,728	-
April	134,478	176,214	93,701	105,233	1,290,101	1,230,965	-	-
May	143,715	180,327	95,667	99,875	1,582,042	1,254,441	10,697	10,748
June	177,029	223,438	83,754	96,104	1,321,182	1,223,107	22,995	20,532
July	173,106	217,702	113,361	113,233	1,423,884	1,244,544	-	-
August	188,464	239,196	85,972	74,660	1,648,644	1,202,366	-	-
September	241,127	234,047	95,604	101,199	1,932,473	1,783,432	-	-
October	222,167	197,963	110,064	111,324	1,498,774	1,509,862	-	-
November	203,465	258,158	102,356	100,894	1,407,431	1,669,712	-	-
December	203,790	218,608	120,251	518,354	1,403,773	1,628,239	26,068	24,381
Total	2,170,543	2,545,930	1,200,068	1,641,858	17,303,256	16,565,258	72,488	55,661

Aged Trial Balance Summary 12/31/2023

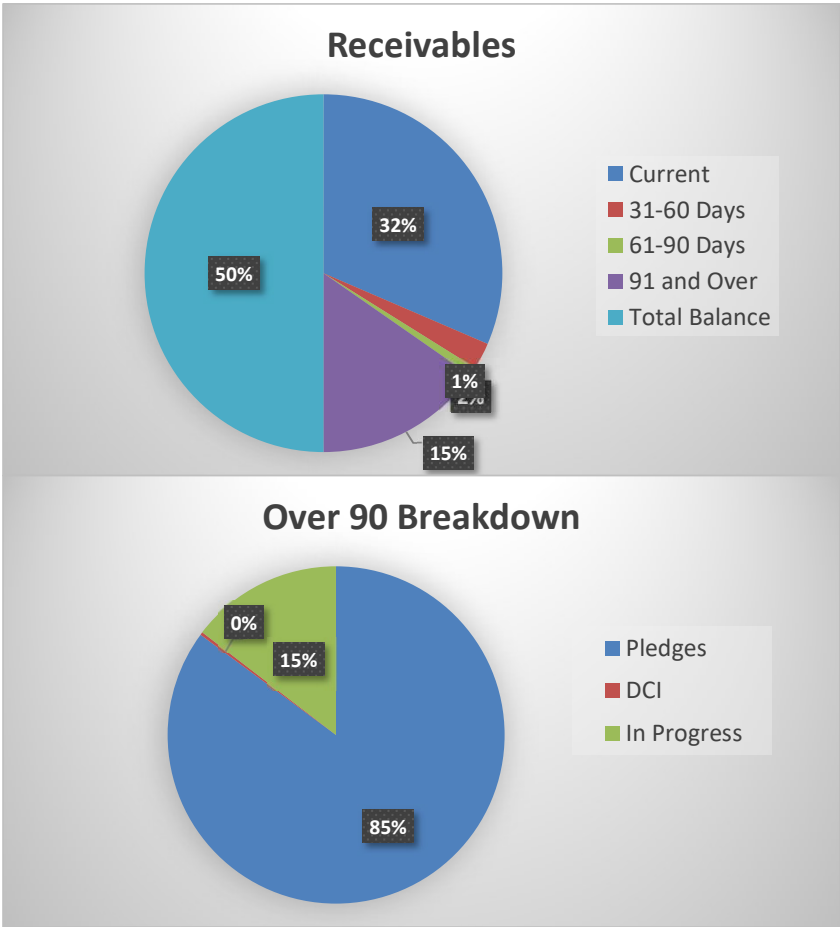
Accounts Payable Aged Report

Current	31-60 Days	61-90 Days	91 and Over	Total Balance
\$1,328,091.47	\$2,469.31	\$329.88	\$129,301.66	\$1,460,192.32
90.95%	0.17%	0.02%	8.86%	



Accounts Receivable Aged Report

Current	31-60 Days	61-90 Days	91 and Over	Total Balance
\$263,945.87	\$20,273.04	\$6,763.18	\$128,442.55	\$419,424.64
63%	5%	2%	31%	



Utility Revenue Summary
12/31/2023

	2019	2020	2021	2022	2023	Increase (Decrease) over prior year
<u>Water</u>						
Consumption	\$ 4,958,902	\$ 5,736,440	\$ 6,082,613	\$ 5,357,972	\$ 5,346,827	\$ (11,145)
Meter Charges	\$ 1,128,203	\$ 1,138,511	\$ 1,146,953	\$ 1,154,095	\$ 1,142,569	\$ (11,526)
Flat Rate Wells	\$ 1,118	\$ 1,140	\$ 1,141	\$ 1,080	\$ 1,070	\$ (10)
Connection Fees	\$ 224,862	\$ 149,035	\$ 172,079	\$ 158,153	\$ 187,700	\$ 29,547
Bad Debts Recovered	\$ -	\$ -	\$ -	\$ 9,078	\$ 18,333	\$ 9,255
Water Vendor	\$ -	\$ -	\$ -	\$ 30,621	\$ 23,386	\$ (7,235)
Other Misc Reveue	\$ -	\$ -	\$ -	\$ 41,581	\$ 26,855	\$ (14,726)
<u>Sewer</u>						
Consumption	\$ 1,405,157	\$ 1,462,721	\$ 1,433,404	\$ 1,348,383	\$ 1,329,525	\$ (18,858)
Meter Charges	\$ 1,512,798	\$ 1,525,480	\$ 1,534,287	\$ 1,543,413	\$ 1,527,970	\$ (15,443)
Flat Rate Wells	\$ 5,239	\$ 5,400	\$ 5,400	\$ 5,400	\$ 5,352	\$ (48)
Connection Fees	\$ 119,850	\$ 99,450	\$ 91,550	\$ 81,800	\$ 236,750	\$ 154,950
Other Misc Reveue	\$ -	\$ -	\$ -	\$ 836,442	\$ 827,031	\$ (9,411)
<u>Solid Waste</u>						
Utility Billing	\$ 1,548,347	\$ 1,533,977	\$ 1,569,909	\$ 1,576,222	\$ 1,585,175	\$ 8,952
Commercial Landfill	\$ 1,002,995	\$ 934,278	\$ 812,800	\$ 1,007,974	\$ 848,730	\$ (159,244)
Gate Receipts	\$ 376,420	\$ 421,411	\$ 448,321	\$ 539,687	\$ 684,955	\$ 145,268
UB Commercial Service	\$ 1,421,123	\$ 1,474,946	\$ 1,462,181	\$ 1,484,111	\$ 1,646,760	\$ 162,649
Commercial Container Rent	\$ 183,734	\$ 182,735	\$ 220,795	\$ 177,291	\$ 220,416	\$ 43,125
Recycle Income	\$ -	\$ -	\$ -	\$ 136,052	\$ 71,322	\$ 70,000
Other Misc Reveue	\$ -	\$ -	\$ -	\$ 175,707	\$ 175,758	\$ 155,000
<u>General Fund</u>						
Street Light Utility	\$ 419,174	\$ 355,910	\$ 391,843	\$ 394,167	\$ 389,410	\$ (4,757)
<u>Storm Water</u>						
Utility Billing	\$ 308,495	\$ 314,276	\$ 316,190	\$ 317,917	\$ 314,553	\$ (3,364)
Other Misc Reveue					\$ 14,154	\$ 14,154
Total	\$ 14,616,418	\$ 15,335,710	\$ 15,689,465	\$ 16,377,147	\$ 16,624,601	\$ 537,134

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 yeat
 2/3 of consumption, but none of the base charges billed on January 30th get moved back to prior year

Land Lease

111 acre land lease South of the Fire Training Center.



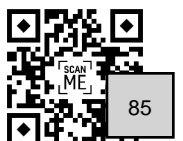
RE: 111 Acre Lease Agreement

This is a renewal of the farm lease south of the Fire Training Center. This is a four year lease agreement.

Consideration to approve Randy Hondl 111 Acre Lease Agreement

Duane Zastoupil

Utility Manager



**CITY OF DICKINSON
FARM LEASE**

THIS AGREEMENT is made and entered into on the date stated herein, by and between the Landlord and Tenant, as stated herein.

Date: _____

Landlord: City of Dickinson
38 1st Street West
Dickinson, ND 58601

Tenant: Randy Hondl
3949 112th Avenue SW
Dickinson, ND 58601

Property Legal Description:

That part of the NW1/4 of Section 16, Township 139 North, Range 96 West of the 5th P.M., Stark County, North Dakota,

EXCLUDING that portion of the premises behind used and utilized by the City of Dickinson, Stark County, North Dakota, as depository of rubbish and garbage and that portion of the premises described as Lot 1, Block 1, Fireguard Subdivision and Cemetery Subdivision, and

EXCLUDING that portion of the premises commencing at the northeast corner of the NW1/4 of Section 16, T139N-R96W; thence South 01° 37' 18" west along the east boundary line of said NW1/4 for 40.00 feet to a point on the south Right-of-Way line of 8th Street SW, said point also being the northwest corner of Southpark 1st Addition of the City of Dickinson, Stark County, North Dakota; thence continuing South 01° 37' 18" West along the west boundary line of said Southpark 1st Addition for 597.30 feet to the southwest corner of said Southpark 1st Addition of the City of Dickinson, Stark County, North Dakota; thence South 61° 00' 13" West for 176.76 feet; thence North 29° 00' 22" West for 258.60 feet to the P.C. (Point of Curvature) of a curve to the Right having a radius of 475.00 feet; thence along said curve to the Right (the chord of which bears North 13° 52' 04" West, 248.09 feet) an arc length of 251.00 feet to the P.T. (Point of Tangency) of said curve to the Right; thence North 01° 16' 13" East for 225.75 feet to a point on the south Right-of-Way line of 8th Street SW; thence South 88° 22' 28" East along said south Right-of-Way line for 351.50 feet to the Point of Beginning. Said tract of land containing 4.58 Acres, more or less, and also known as Southpark Third Addition, City of Dickinson, Stark County, North Dakota.

Said premises under this lease comprises approximately 111 acres.

Number of Acres: 111

Annual rent: \$40.00 per acre

Total Annual Rent: \$4,440

Rental Term From: February 1st, 2024

To: January 31st, 2027

1. **Real Property Lease.** For and in consideration of the rents and covenants provided for herein, to be paid, kept and performed by Tenant, Landlord does hereby lease to Tenant the above stated real property (hereinafter, the “Leased Premises”), for agricultural purposes.

2. **Rental Term.** The term of this Lease shall be for the Rental Term stated herein, unless terminated earlier pursuant to the provisions of this Agreement. On or before the end of the Rental Term, the parties hereto shall enter into negotiations for any renewals or extensions of the Lease; provided, however, that neither Landlord nor Tenant shall be bound to renew or extend this Lease. Tenant will, at the termination of this Lease, peacefully surrender possession of the Leased Premises to Landlord, and shall immediately and upon demand remove any and all hay and other personal property owned by Tenant.

3. **Rental Amount.** Tenant hereby agrees to pay as rent for use of the Leased Premises the sum stated herein. Such payment shall be due on or before January 31st of each Lease Year.

4. **Permitted Uses.** The Leased Premises shall be used by Tenant only for purposes of raising crops, and for no other purpose. Tenant hereby agrees to get approval from Landlord for crop selection, prior to planting, and to provide a report of the crop yield to Landlord prior to December 31st of each Lease year. Tenant also agrees that no crops will be sold for human consumption.

5. **Government Payments.** All government payments that may be allocated to the Leased Premises during the term of the Lease, whether for participation in any agricultural program or by way of relief from crop failure or disaster, or otherwise, shall go to Tenant.

6. **Inspection.** Landlord shall have the right to enter the Leased Premises for the purpose of inspecting the same or taking samples at any time, so long as the same shall not unreasonably interfere with the use of the Leased Premises by Tenant.

7. **Hold Harmless Provision.** Tenant agrees to indemnify and hold Landlord harmless from any and all claims, liabilities, losses, damages or expenses resulting from Tenant’s occupation and use of the Leased Premises, specifically including, without limitation, any claim, liability, loss, damage, or expense arising from: (a) by reason of the injury to person or property, from whatever cause, while in or on the Leased Premises, or in any way connected with the Leased Premises or personal property in or on the Leased Premises, including any liability or any injury to the person or personal property of Tenant, his agents, officers, or employees; (b) by reason of any work performed on the Leased Premises or materials furnished to the Leased Premises at the insistence of Tenant, his agents, officers, or employees; (c) by reason of Tenant’s failure to perform any provision of this Lease or to comply with any requirement imposed upon Tenant, or imposed upon the Leased Premises, by any duly authorized governmental agency or political subdivision; (d) because of Tenant’s failure or inability to pay as such shall become due any obligations incurred

by Tenant in the agricultural or any other operations to be conducted by Tenant on the Leased Premises.

8. **Mineral Development.** Landlord reserves all mineral rights it may have upon the Leased Premises, as well as the right of ingress and egress for the purpose of exploring for, mining and removing oil, gas, coal, gravel, or other minerals lying in, on, or under the Leased Premises, or to the lease said rights to any person and grant the right of ingress and egress therein. Landlord shall further have the right to permit the location of such machinery and equipment as may be necessary for mineral exploration or development.

9. **Seismic Damages.** All oil and gas exploration or seismographic payments received with respect to the Leased Premises for crop damages received shall go to Tenant.

10. **Landlord's Lien.** Landlord hereby reserves, and Tenant hereby grants to Landlord, a lien upon all crops raised on the Leased Premises in order to secure the timely performance of all covenants and agreements herein contained.

11. **Liens against Tenant.** Tenant shall not permit any lien to attach to growing crops, the Leased Premises, or any improvement thereon.

12. **Assignment and Subletting.** This Lease may not be assigned, nor any portion of the Leased Premises be sublet, without the prior written authorization and consent of Landlord. Landlord may sell or assign the Leased Premises freely, subject only to the terms of this Lease.

13. **Default.** Tenant's failure to fulfill any condition or term of this Lease, or to pay the rent when due, shall be a material default. Upon such material default, Landlord shall be entitled to reenter and take possession of the Leased Premises, without the same working any forfeiture of the rents to be paid hereunder or a waiver of any of the covenants, terms, or conditions of this Lease to be performed by Tenant, nor working any forfeiture of any other remedies available to Landlord under law. In the event of such default, Tenant agrees to peaceably surrender his possession of the Leased Premises immediately and upon demand. A waiver by Landlord of any default or breach hereunder on the part of Tenant 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.

14. **Termination for Municipal Purposes.** Landlord reserves the right to cancel, terminate, or modify this Lease at any time during the term hereof, if in the judgement of the Board of City Commissioners of the City of Dickinson, the Leased Premises, or a portion thereof, are needed or required for municipal or other public purposes.

Specifically, the parties acknowledge and agree that the City will dedicate and lease a portion of the Leased Premises to another party or parties for the purposes of a pipe lay-down yard and outside storage facility.

Landlord shall reimburse Tenant for damages or loss to crops due to termination of part or all of the Lease pursuant to this paragraph. However, there shall be no reimbursement to Tenant

in the event that the location of the proposed lay-down yard does not interfere with the farming operations of Tenant.

15. **Binding Effect.** This Lease shall be binding on, and shall inure to the benefit of, the parties hereto and their respective administrators, representatives, successors, and assigns.

16. **Governing Law.** This Lease shall be governed by the North Dakota law and any question arising hereunder shall be construed or determined according to such law.

17. **Entire Agreement.** This Lease 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 Lease. This Lease 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 Lease, but rather this Lease 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 Lease.

(signatures begin on next page)

IN WITNESS WHEREOF, the Landlord and Tenant have respectively executed this Lease as of the day and year first above written.

LANDLORD

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

TENANT

By: _____

By: _____

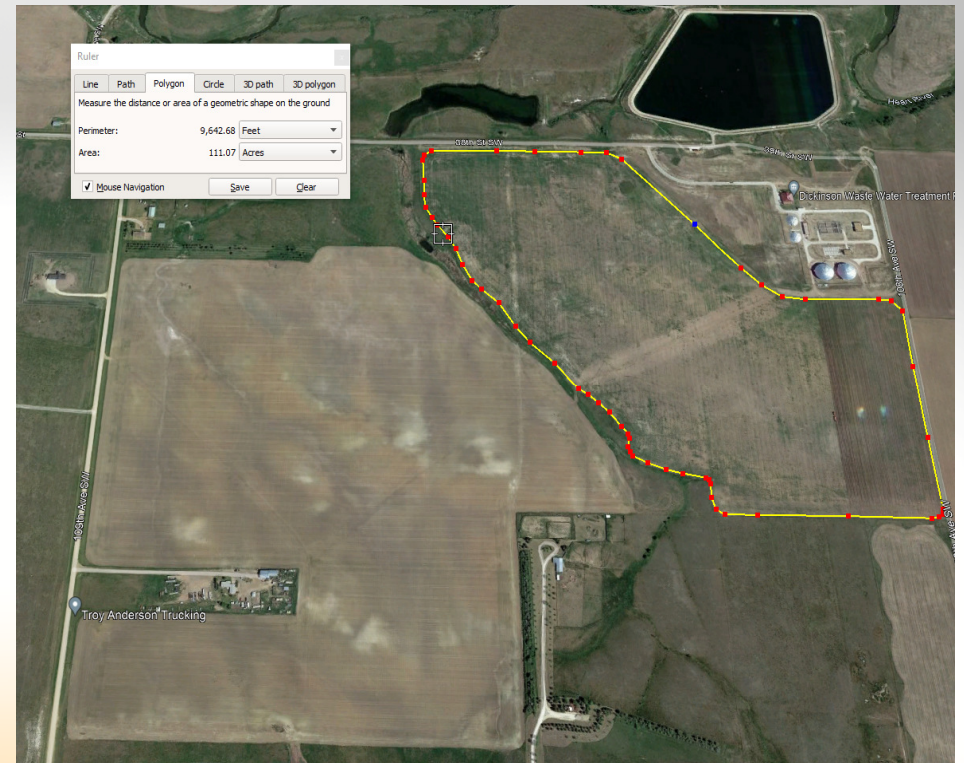
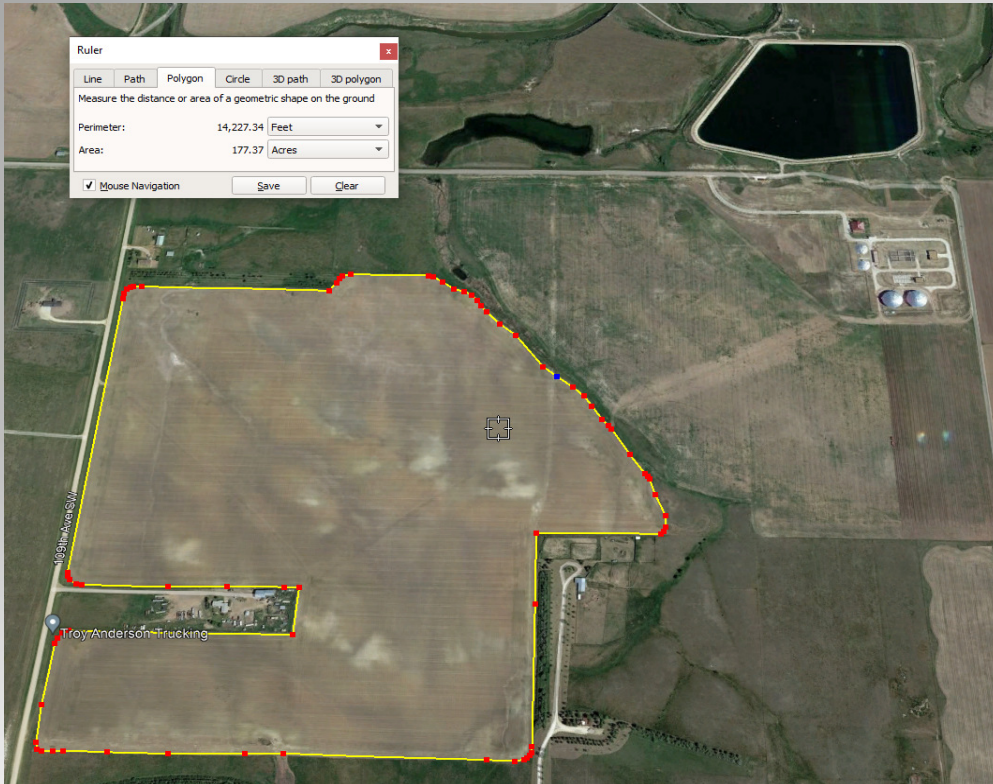
STATE OF NORTH DAKOTA)
)ss
COUNTY OF STARK)

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

Land Lease

288 Acre land lease Southwest of the Water Reclamation Facility





PUBLIC WORKS

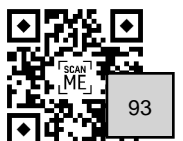
RE: 288 Acre Lease Agreement

This is a renewal of the farm lease at the Water Reclamation facility. This is a four year lease agreement. This property is rotated yearly to allow the City to land apply sludge.

Consideration to approve Randy Hondl 288 Acre Lease Agreement.

Duane Zastoupil

Utility Manager



**CITY OF DICKINSON
FARM LEASE**

THIS AGREEMENT is made and entered into on the date stated herein, by and between the Landlord and Tenant, as stated herein.

Date: _____

Landlord: City of Dickinson
38 1st St West
Dickinson, ND 58601

Tenant: Randy Hondl
3949 112th Avenue SW
Dickinson, ND 58601

Property Legal Description:

Tract 1

Township 139 North, Range 96 West, Stark County, North Dakota
A portion of the NE ¼ of Section 13 that is shown on the color aerial map attached hereto as “Exhibit A” generally lying south and west of the wastewater reclamation facility and also lying north and east of the natural drainage way as depicted on such map.

Said portion contains approximately 111 acres.

Tract 2

Township 139 North, Range 96 West, Stark County, North Dakota
A portion of the NE ¼ and the N1/2SW1/4 of Section 13 that is shown on the color aerial map attached hereto as “Exhibit B” generally lying south and west of the water reclamation facility and also lying north and east of the natural drainage way as depicted on such map.

Said portion contains approximately 177 acres.

Rent Year	Annual Rent per Acre	Number of Acres	Tract farmed	Total Rent
2024	\$17.5	288	Tract 1	\$5,040
2025	\$17.5	288	Tract 2	\$5,040
2026	\$17.5	288	Tract 1	\$5,040
2027	\$17.5	288	Tract 2	\$5,040
Grand Total				\$20,160

Rental Term From: February 1st, 2024

To: January 31st, 2027

1. **Real Property Lease.** For and in consideration of the rents and covenants provided for herein, to be paid, kept and performed by Tenant, Landlord does hereby lease to Tenant the above stated real property (hereinafter, the “Leased Premises”), for agricultural purposes.

2. **Rental Term.** The term of this Lease shall be for the Rental Term stated herein, terminated earlier pursuant to the provisions of this Agreement. On or before the end of the Rental Term, the parties hereto shall enter into negotiations for any renewals or extensions of the Lease; provided, however, that neither Landlord nor Tenant shall be bound to renew or extend this Lease. Tenant will, at the termination of this Lease, peacefully surrender possession of the Leased Premises to Landlord, and shall immediately and upon demand remove any and all hay and other personal property owned by Tenant.

3. **Rental Amount.** Tenant hereby agrees to pay as rent for use of the Leased Premises the sum stated herein. Such payment shall be due on or before January 31st of each Lease Year.

4. **Weed Control.** Tenant shall be responsible for weed control application within the tract not actively farmed by Tenant for that year. Tenant shall spray, up to three times per year, if the weeds are overgrown and have reached two inches in height. Landlord will notify Tenant when application of chemicals is needed. Landlord shall supply the chemicals used to spray the tract not actively being farmed. If Tenant does not spray the weeds in the allotted timeframe, Landlord may contract with an outside firm to spray the weeds, at Tenant’s expense.

5. **Permitted Uses.** The Leased Premises shall be used by Tenant only for purposes of raising crops, and for no other purpose. Tenant hereby agrees to get approval from Landlord for crop selection, prior to planting, and to provide a report of the crop yield to Landlord prior to December 31st of the Lease Year. Tenant also agrees that no crops will be sold for human consumption.

6. **Government Payments.** All government payments that may be allocated to the Leased Premises during the term of the Lease, whether for participation in any agricultural program or by way of relief from crop failure or disaster, or otherwise, shall go to Tenant.

7. **Inspection.** Landlord shall have the right to enter the Leased Premises for the purpose of inspecting the same or taking samples at any time, so long as the same shall not unreasonably interfere with the use of the Leased Premises by Tenant.

8. **Hold Harmless Provision.** Tenant agrees to indemnify and hold Landlord harmless from any and all claims, liabilities, losses, damages or expenses resulting from Tenant's occupation and use of the Leased Premises, specifically including, without limitation, any claim, liability, loss, damage, or expense arising from: (a) by reason of the injury to person or property, from whatever cause, while in or on the Leased Premises, or in any way connected with the Leased Premises or personal property in or on the Leased Premises, including any liability or any injury to the person or personal property of Tenant, his agents, officers, or employees; (b) by reason of any work performed on the Leased Premises or materials furnished to the Leased Premises at the insistence of Tenant, his agents, officers, or employees; (c) by reason of Tenant's failure to perform any provision of this Lease or to comply with any requirement imposed upon Tenant, or imposed upon the Leased Premises, by any duly authorized governmental agency or political subdivision; (d) because of Tenant's failure or inability to pay as such shall become due any obligations incurred by Tenant in the agricultural or any other operations to be conducted by Tenant on the Leased Premises.

9. **Mineral Development.** Landlord reserves all mineral rights it may have upon the Leased Premises, as well as the right of ingress and egress for the purpose of exploring for, mining and removing oil, gas, coal, gravel, or other minerals lying in, on, or under the Leased Premises, or to the lease said rights to any person and grant the right of ingress and egress therein. Landlord shall further have the right to permit the location of such machinery and equipment as may be necessary for mineral exploration or development.

10. **Seismic Damages.** All oil and gas exploration or seismographic payments received with respect to the Leased Premises for crop damages received shall go to Tenant.

11. **Landlord's Lien.** Landlord hereby reserves, and Tenant hereby grants to Landlord, a lien upon all crops raised on the Leased Premises in order to secure the timely performance of all covenants and agreements herein contained.

12. **Liens against Tenant.** Tenant shall not permit any lien to attach to growing crops, the Leased Premises, or any improvement thereon.

13. **Assignment and Subletting.** This Lease may not be assigned, nor any portion of the Leased Premises be sublet, without the prior written authorization and consent of Landlord. Landlord may sell or assign the Leased Premises freely, subject only to the terms of this Lease.

14. **Default.** Tenant's failure to fulfill any condition or term of this Lease, or to pay the rent when due, shall be a material default. Upon such material default, Landlord shall be entitled to reenter and take possession of the Leased Premises, without the same working any forfeiture of the rents to be paid hereunder or a waiver of any of the covenants, terms, or conditions of this Lease to be performed by Tenant, nor working any forfeiture of any other remedies available to Landlord under law. In the event of such default, Tenant agrees to peaceably surrender his possession of the Leased Premises immediately and upon demand. A waiver by Landlord of any default or breach hereunder on the part of Tenant 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.

15. **Termination for Municipal Purposes.** Landlord reserves the right to cancel, terminate, or modify this Lease at any time during the term hereof, if in the judgement of the Board of City Commissioners of the City of Dickinson, the Leased Premises, or a portion thereof, are needed or required for municipal or other public purposes. Landlord shall reimburse Tenant for damages or loss to crops due to termination of part or all of the Lease pursuant to this paragraph.

16. **Binding Effect.** This Lease shall be binding on, and shall inure to the benefit of, the parties hereto and their respective administrators, representatives, successors, and assigns.

17. **Governing Law.** This Lease shall be governed by the North Dakota law and any question arising hereunder shall be construed or determined according to such law.

18. **Entire Agreement.** This Lease 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 Lease. This Lease 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 Lease, but rather this Lease may be amended only by an agreement in writing signed by the parties.

19. **Time is of the Essence.** Time is of the essence with respect to the performance of any and all provisions of this Lease.

(signatures begin on next page)

TENANT

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

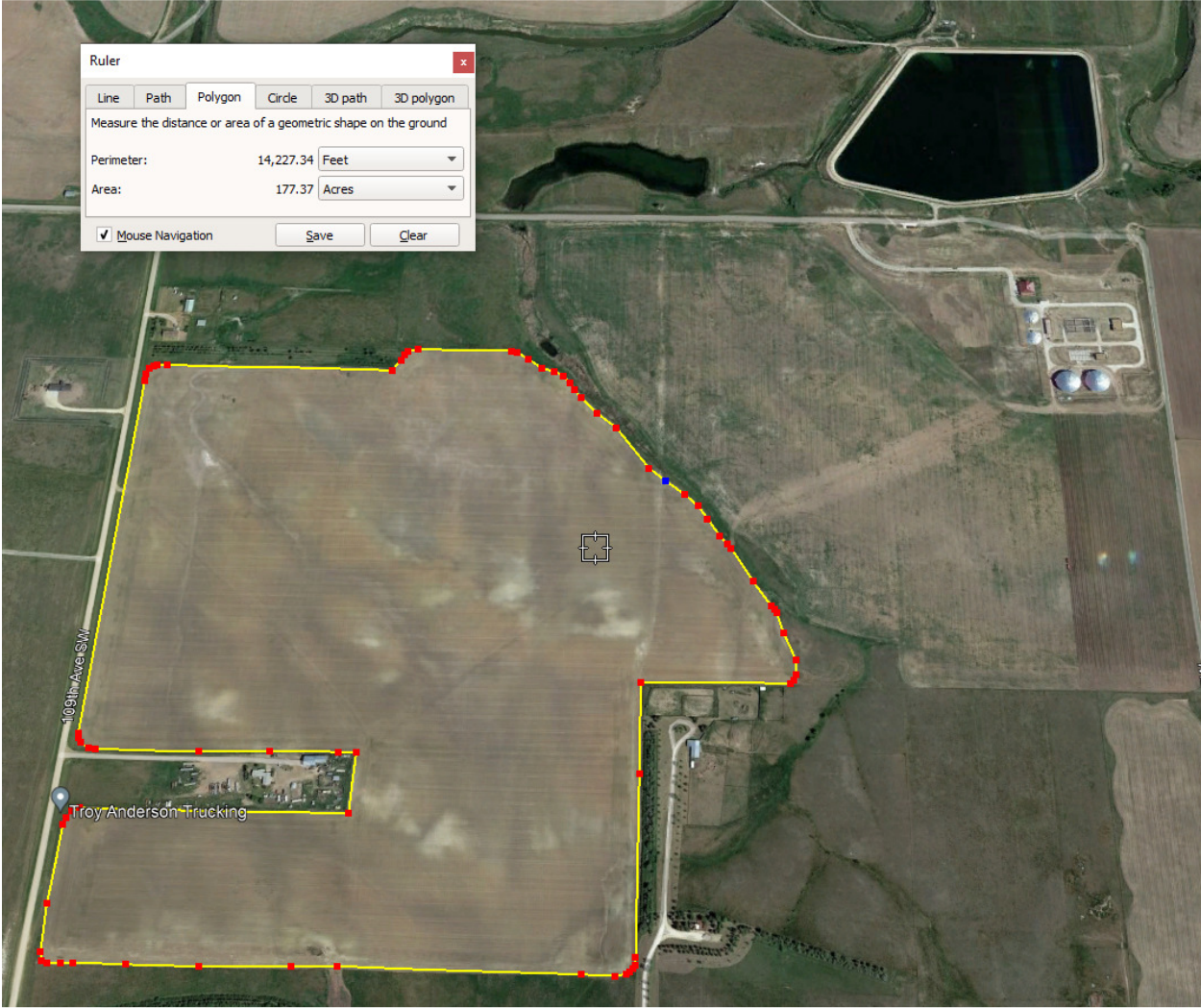
Exhibit A

Tract 1 111 Acres



Exhibit B

Tract 2 177 Acres





Works

DECEMBER 2023 MONTHLY REPORT

OUR SERVICES



Sewer & Stormwater



Street Maintenance



Fleet Maintenance



Buildings & Grounds



Drinking Water



**Wastewater
Treatment/Reuse
Water**



Regional Landfill



**Garbage/Recycling
Collection**



Forestry

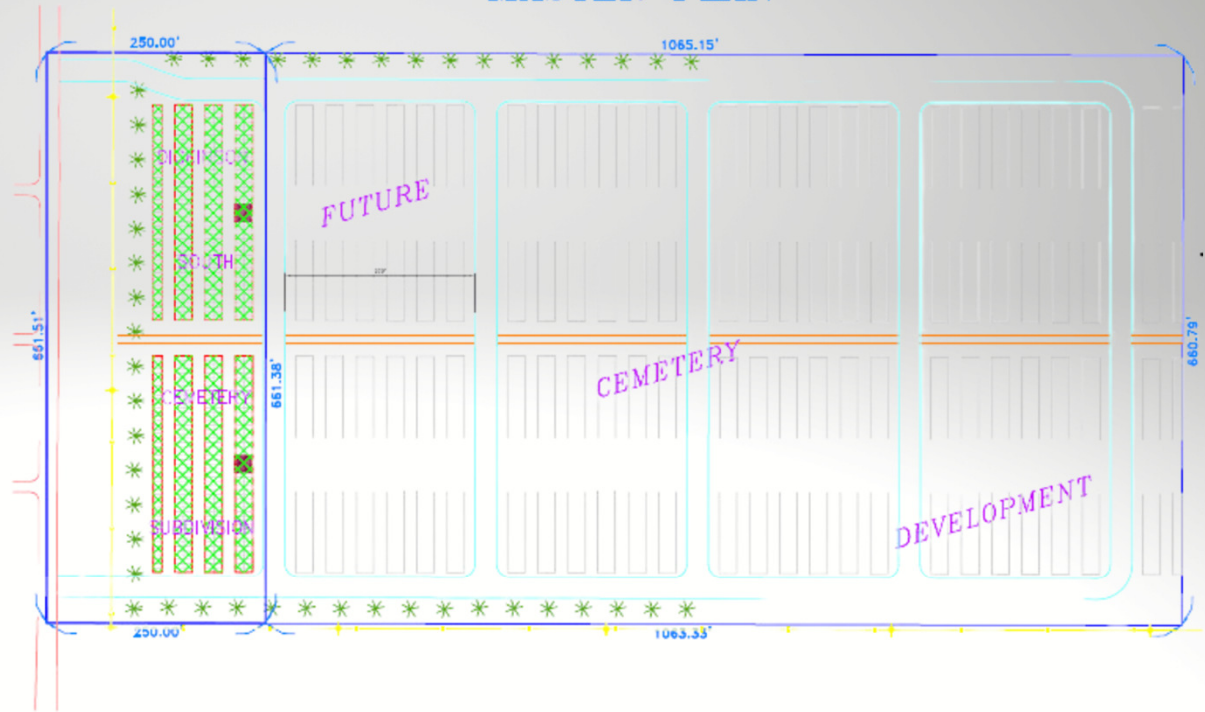


Events

Dickinson South Cemetery

- Plot sales started December 20th
- City Resident (In City limits) - \$900
- Non City Resident (Out of City limits) - \$1000

DICKINSON SOUTH CEMETERY MASTER PLAN



**Contact Community Development to purchase
701-456-7815**

Events

- Four Buildings and Grounds employees recertified
- Recertification required every two years
- 10 Public Works employees are certified

WEED RECERTIFICATION

NDSU Extension
Pesticide Program

December 12, 2023

8am-4pm

NDSU NORTH DAKOTA
STATE UNIVERSITY



Events

Know your H₂O



DICKINSON RESIDENTS

View and manage
your water usage 24/7
by enrolling in
KNOW YOUR H₂O

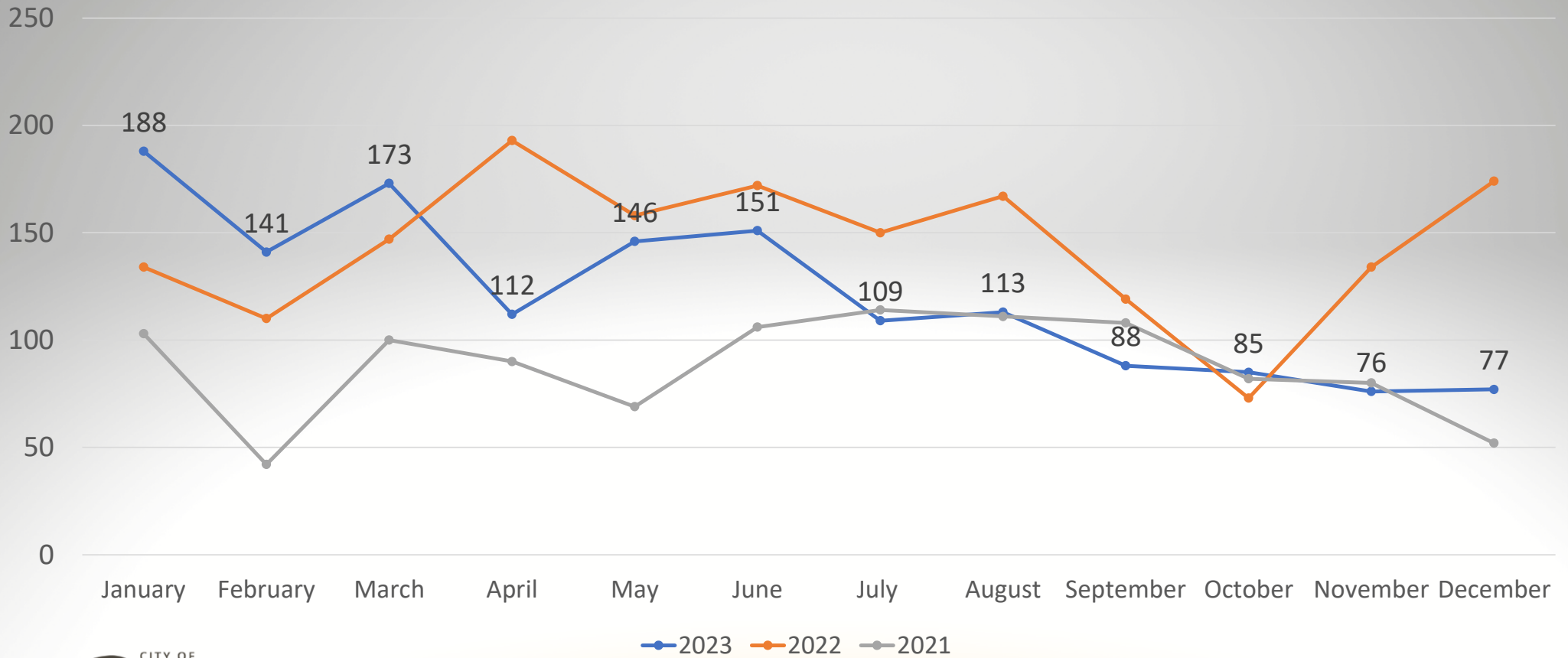
Quick. Easy. Free.

DICKINSONGOV.COM/H2O

701.456.7979 OR
701.456.7744



SERVICE REQUEST BY MONTH



1,459 Service Requests in 2023

Overview – December Requests



Forestry



**NEXT BEAUTIFICATION
COMMITTEE MEETING
TENTATIVELY SCHEDULED
MARCH 2024**



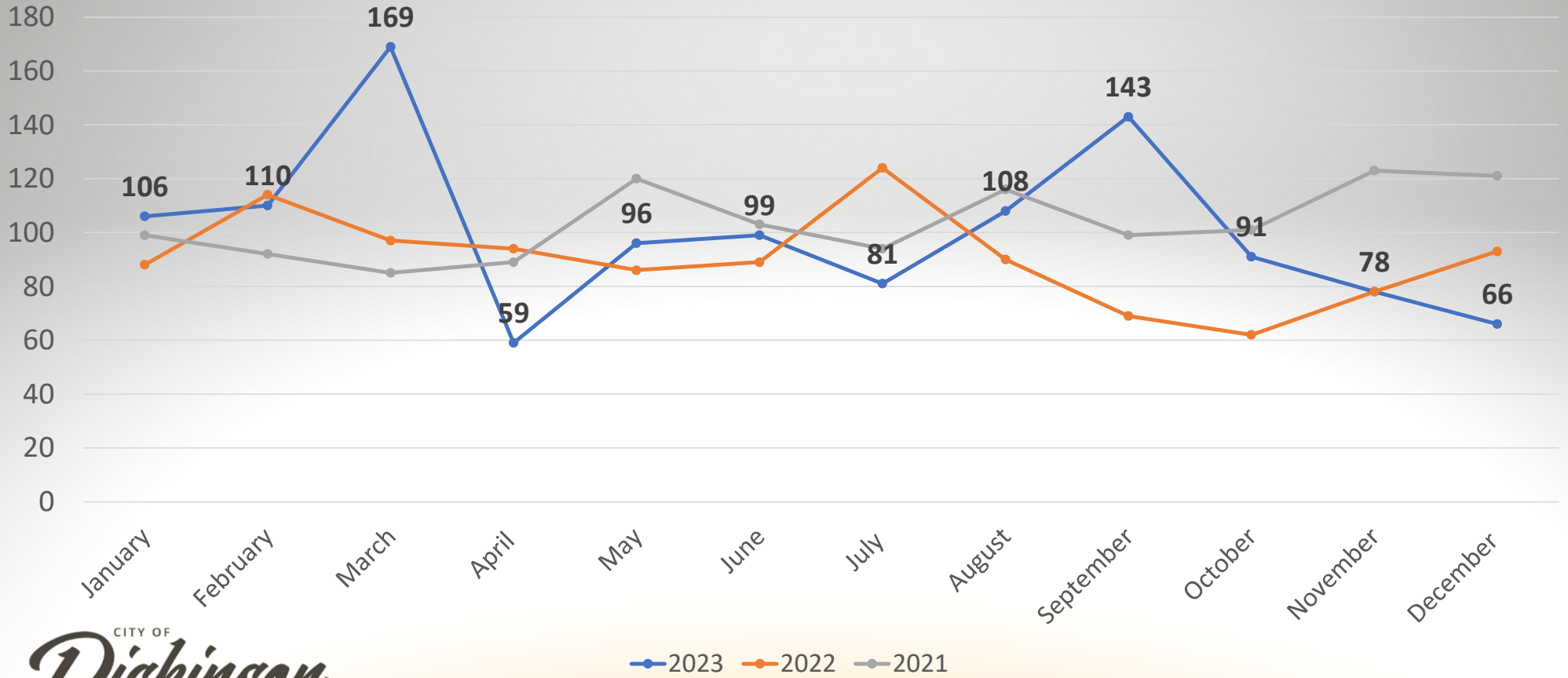
Buildings and Grounds



BUILDINGS AND GROUNDS

- CLEANED, ORGANIZED, AND UPDATED SHOP AND OFFICE AREA OF THE B&G BUILDING
- CHANGED FILTERS AT PSC, CITY HALL, PUBLIC WORKS, AND ANIMAL SHELTER
- FIXED GENERATORS AT ARMORY AND BALER BUILDING
- CLEANED MAUSOLEUMS
- FIXED SNOW EQUIPMENT
- EMPLOYEES ATTENDED A WEED RECERTIFICATION WORKSHOP
- WORKING ON QUOTES FOR 2024 CAPITAL EQUIPMENT PURCHASES

Fleet Work Orders

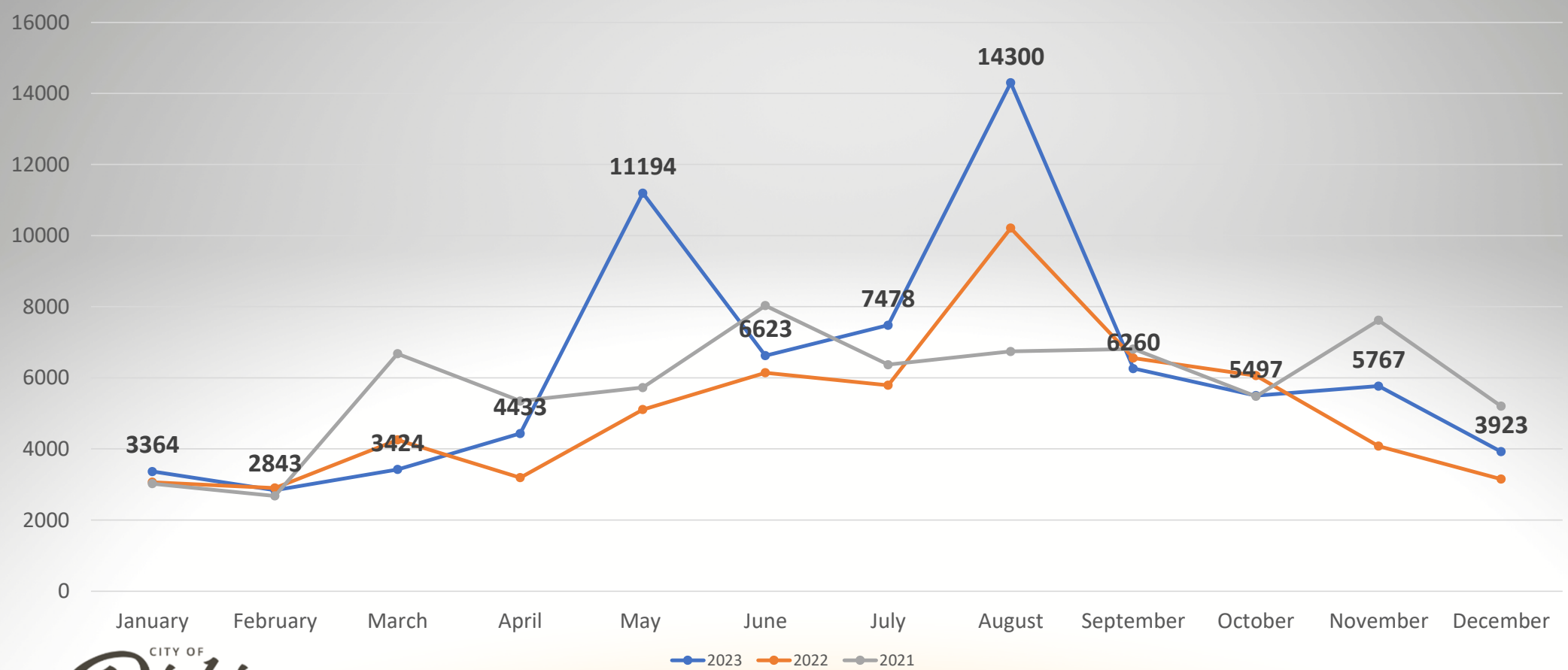


1,206 Work Orders in 2023

Overview – Fleet Work Orders

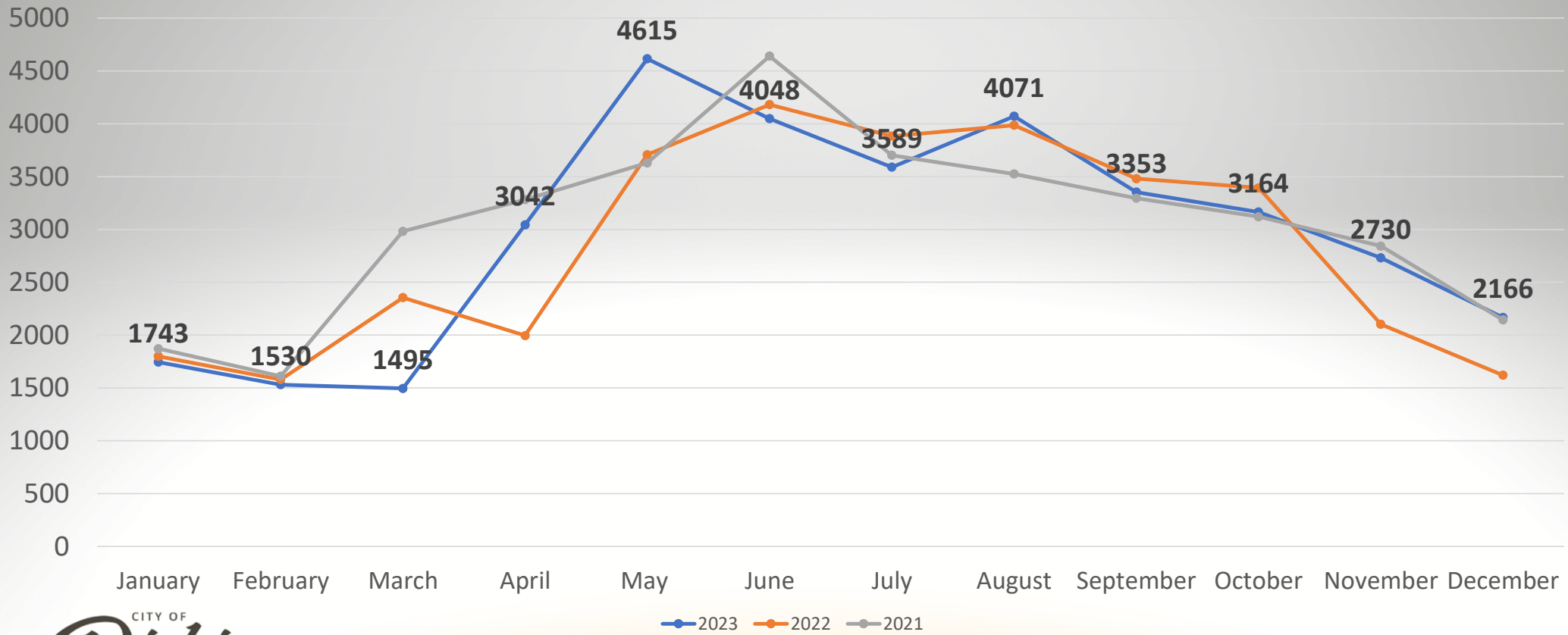


Solid Waste – Overall Tonnages



75,105 Tons in 2023

Scale Transactions



35,546 scaled transactions in 2023

Solid Waste - Landfill

AIR CURTAIN BURNER
GETTING LOADED AND
BURNING. THROUGH A
SERIES OF BURNS, NDDEQ
DETERMINED OPACITY AND
AIR QUALITY FOR PERMIT
RENEWAL



Solid Waste - Landfill

New road was constructed for upcoming Cell 3B-5 construction project.

DEC.
<u>WATER PUMPED FROM LANDFILL LIFT</u>
<u>STATION TO WRF</u>
3,642 GALLONS OF STORMWATER
11,900 GALLONS OF LEACHATE



Solid Waste - Landfill

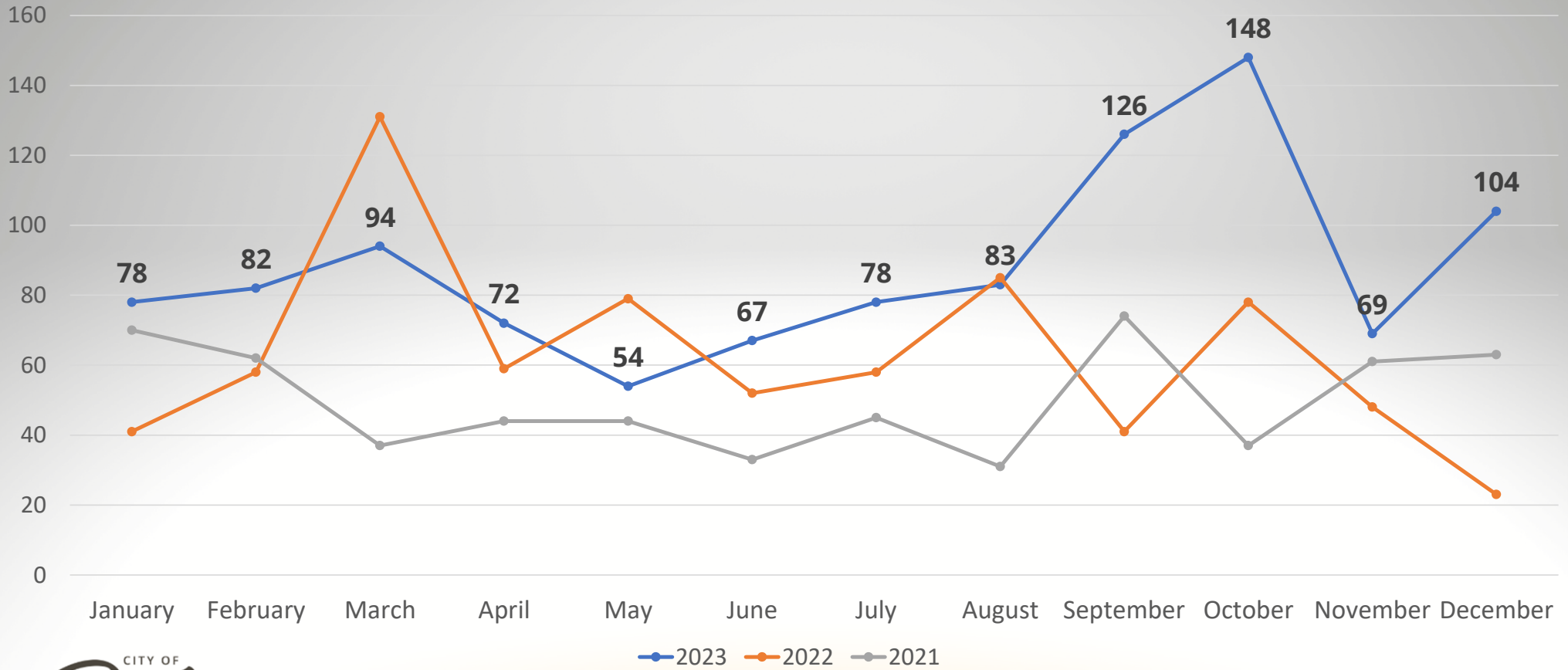


**BATTERY CAUSED A FIRE
AT THE LANDFILL.**

**THANK YOU TO THE
DICKINSON RURAL FIRE
DEPARTMENT FOR
ASSISTING.**

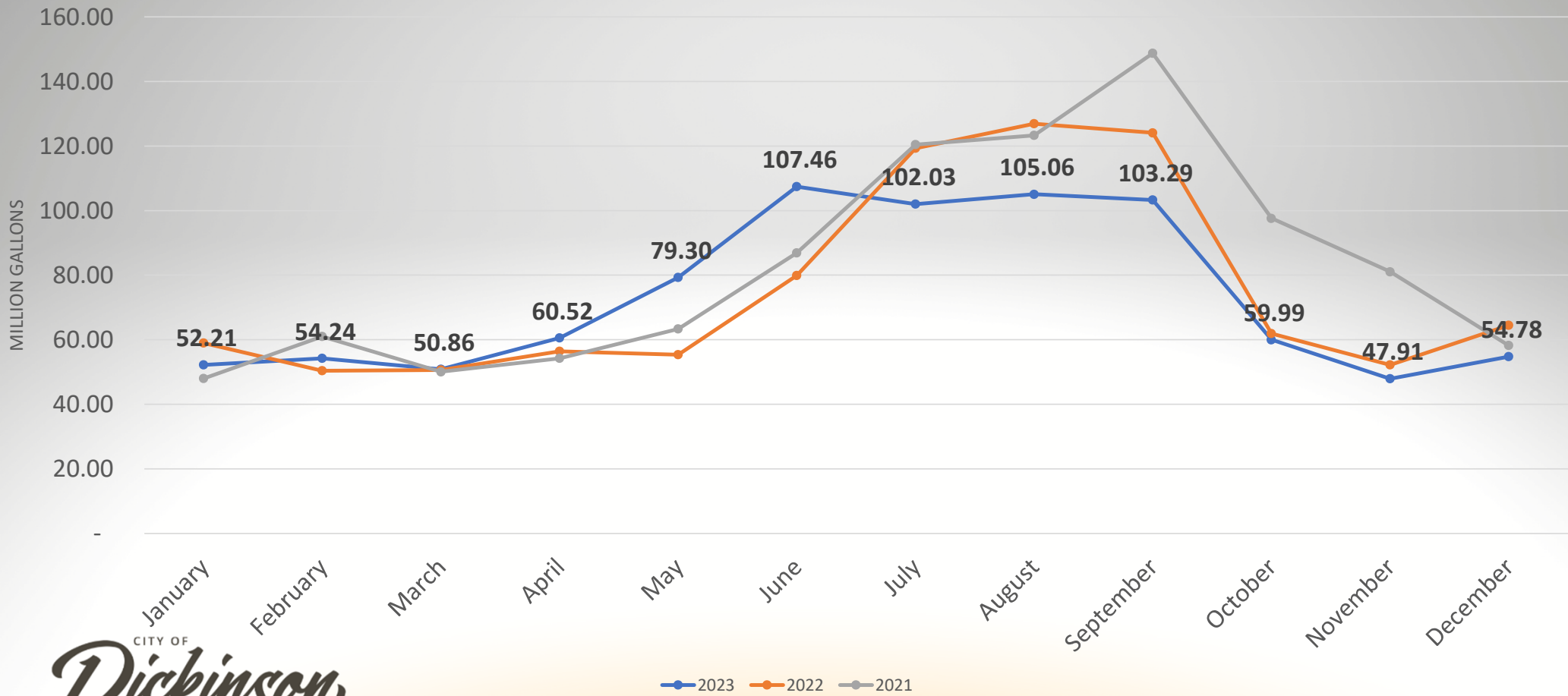


Utility Billing Work Orders



1,055 UB Work Orders in 2023

Southwest Water Authority



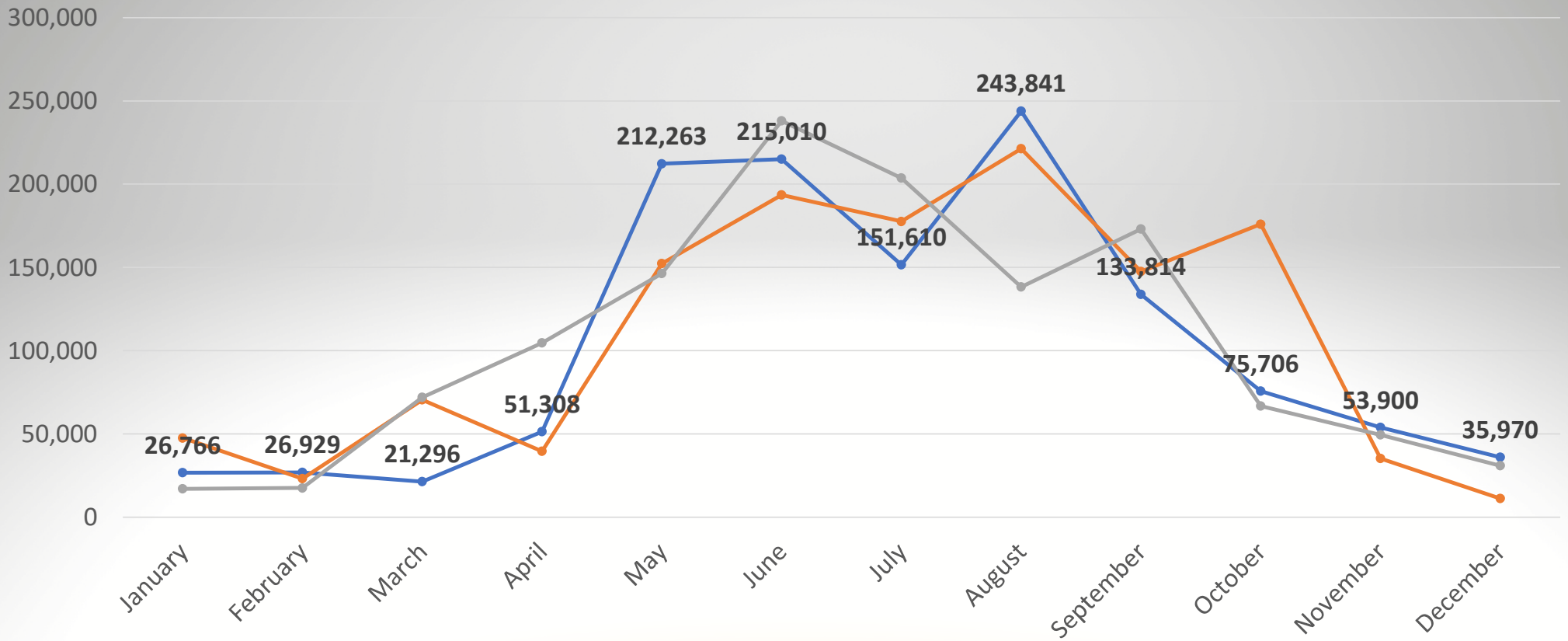
877,656,140 Gallons in 2023

Water Utilities



Taking advantage of frozen ground to mow drainage ditches and remove trees from storm pond.

Water Vendor

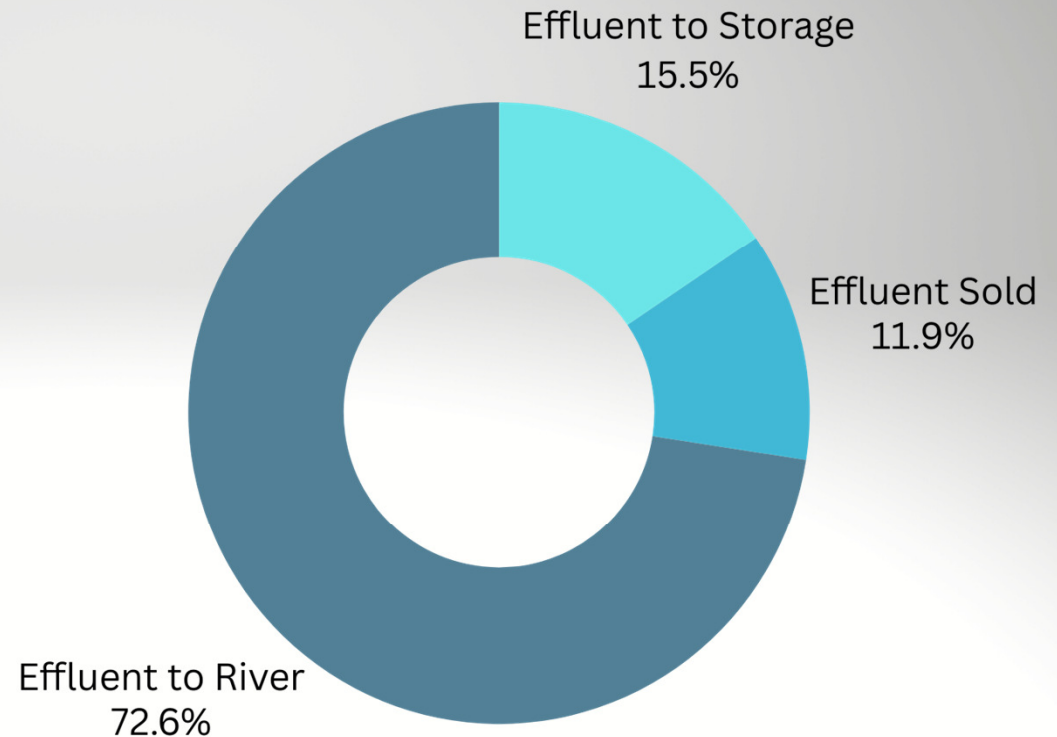


—●— 2023 —●— 2022 —●— 2021

1,248,413 Gallons in 2023

Water Reclamation Facility

**2023 LAND
APPLIED SLUDGE**
3,784,542 GALLONS APPLIED
641 LOADS APPLIED
291.48 MAN HOURS



870 Million Gallons of Effluent in 2023

December Callout and Overtime Hours

SOLID WASTE 58.25 HOURS

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

WATER UTILITIES 24.25 HOURS

- LIFT STATION WEEKEND CHECKS
- WATER MAIN SHUT OFF
- LIFT STATION MAINTENANCE

STREET DEPARTMENT 5.5 HOURS

- EMERGENCY CALLOUT
- CHRISTMAS LIGHTS



Total Hours: 88 hours in October

New Staff

Welcome to the Public Works team!



Dan Rallens
Street Maintenance Operator

I want to say to all of you —Thank you, Thank you.

I appreciate all of the personal and professional relationships that were made and am very grateful to have been your Public Works Director.



Promotions

Congratulations!!!



Aaron Praus
New Public Works Director



Effective 2/1/2024



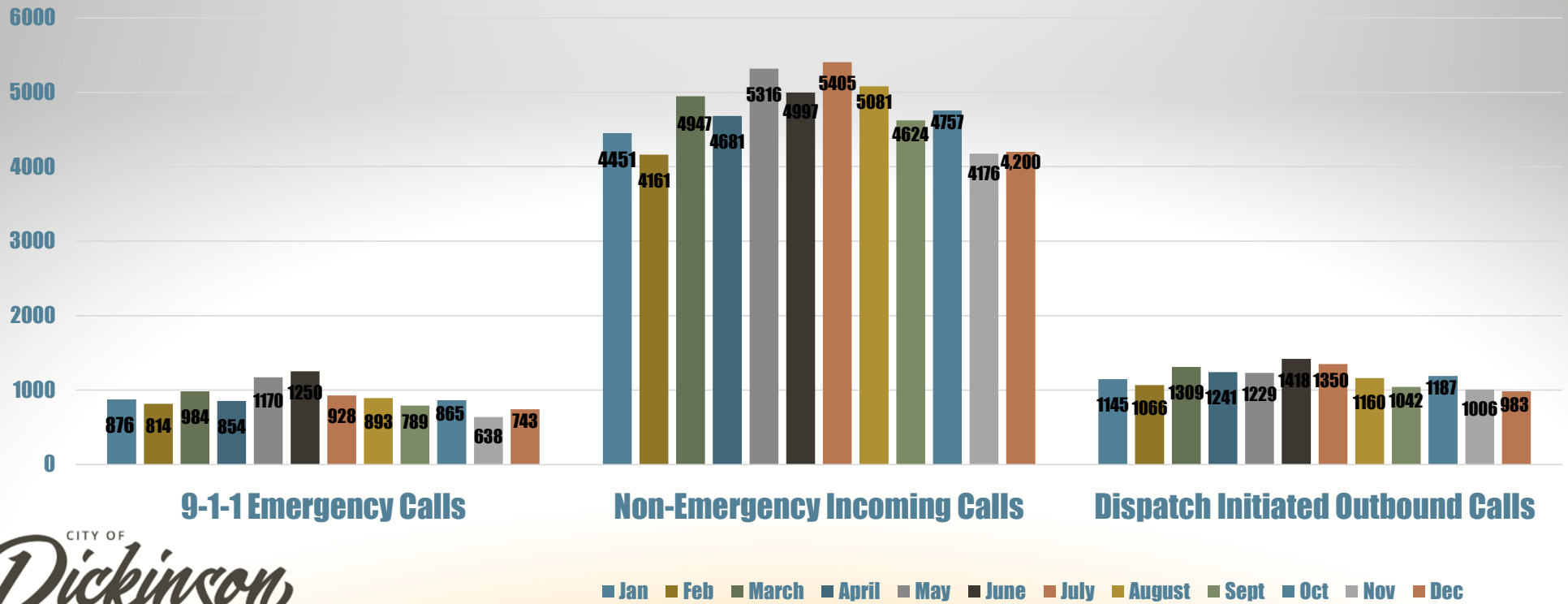
QUESTIONS?

DECEMBER 2023 MONTHLY POLICE REPORT



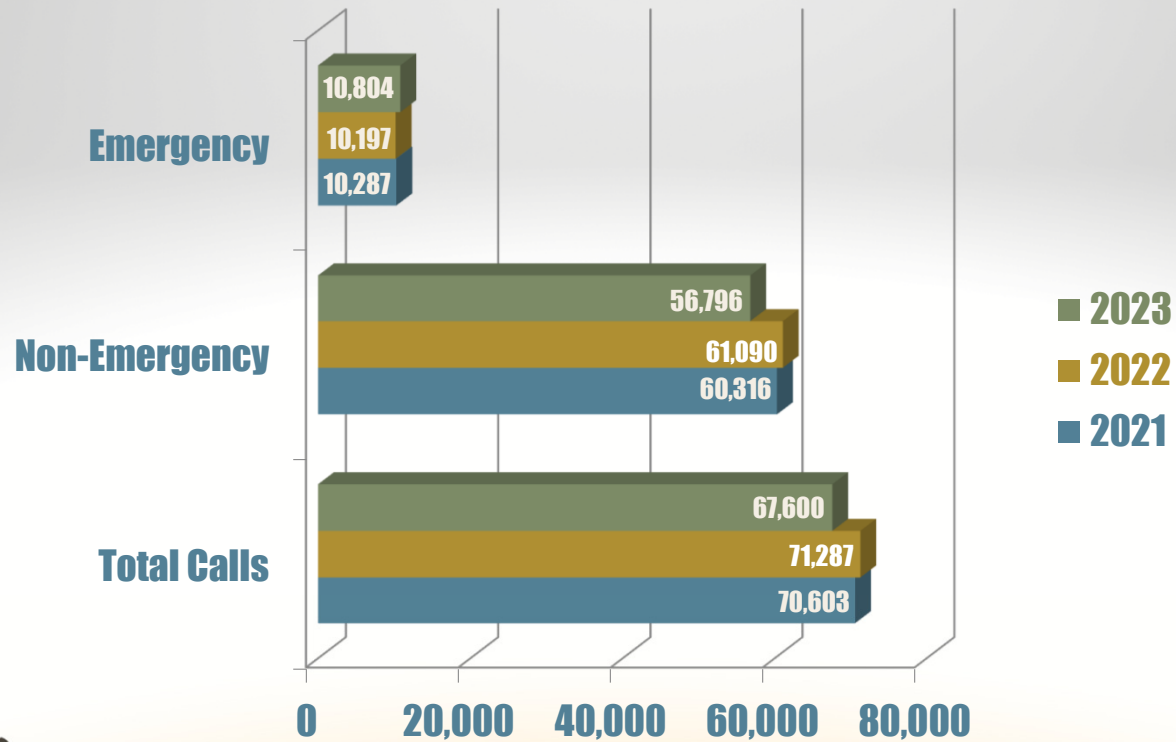


DISPATCH (PSAP) ACTIVITY



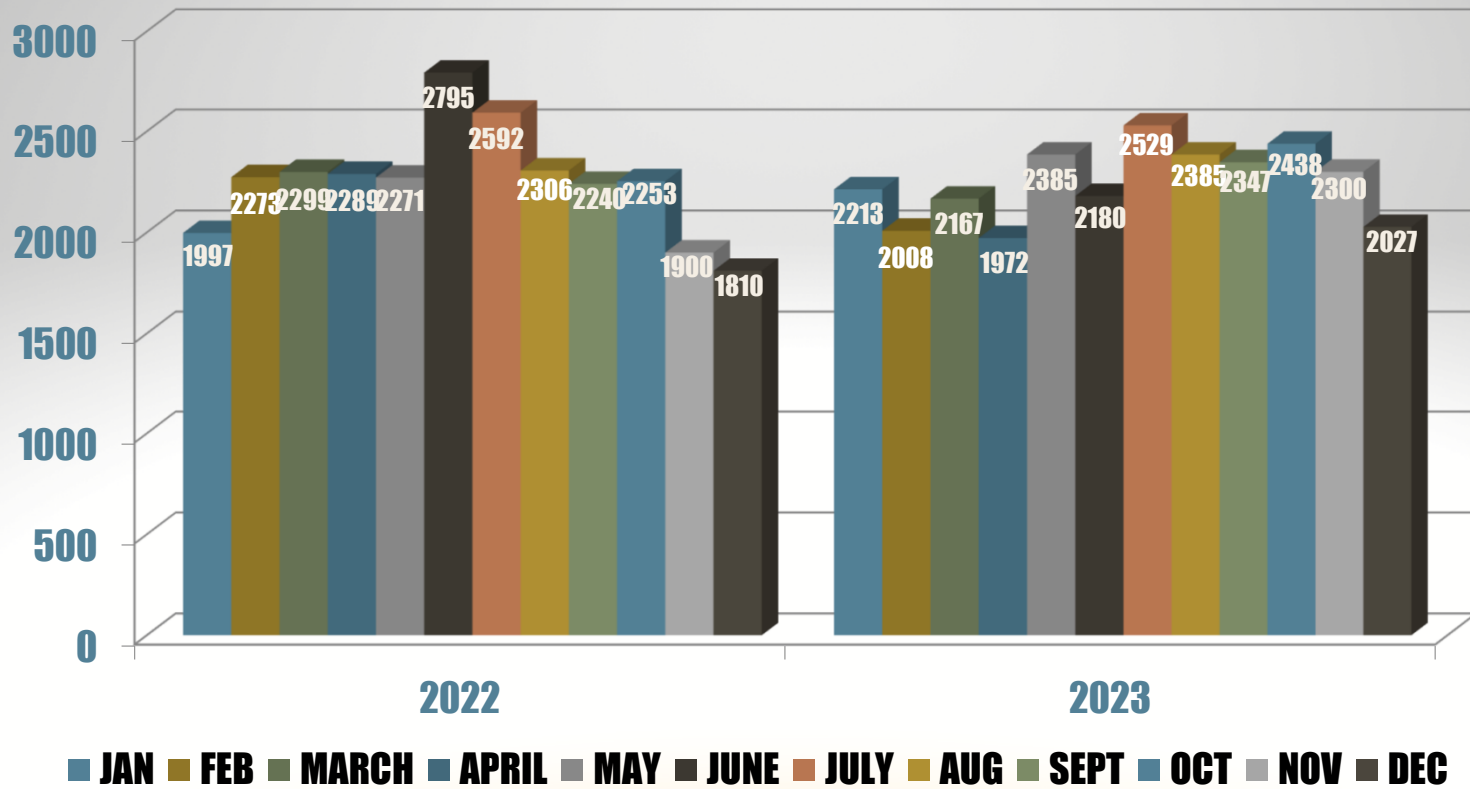


DISPATCH - YEARLY COMPARISON

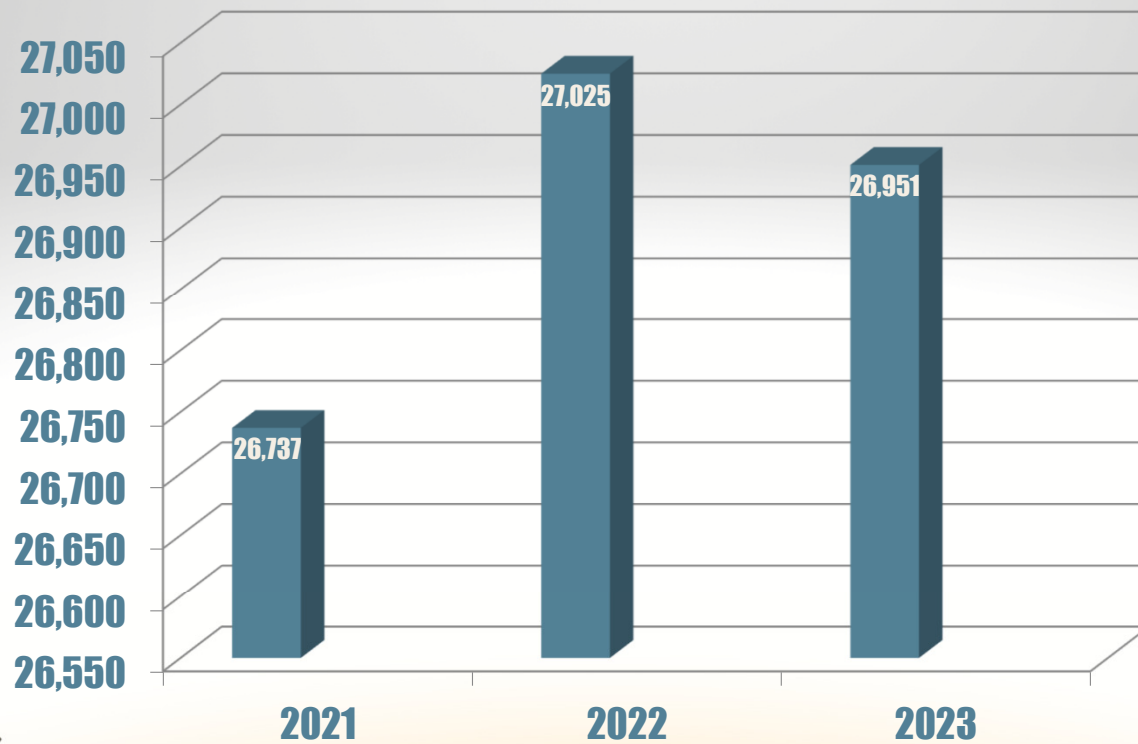




DECEMBER – 2,027 CALLS FOR SERVICE



YEARLY COMPARISON - CALLS FOR SERVICE





TRAFFIC SAFETY



272
Traffic
Stops

133 (21 SPEEDING)
Citations

138
Warnings



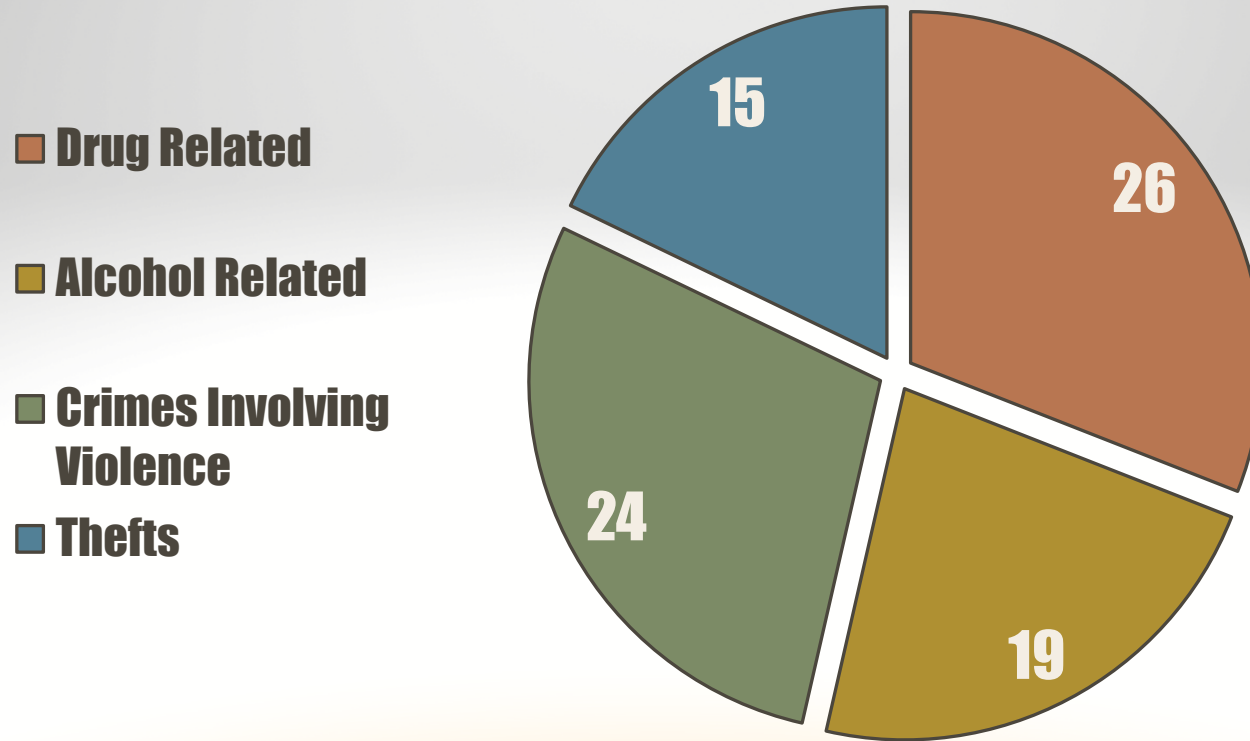


ACCIDENTS



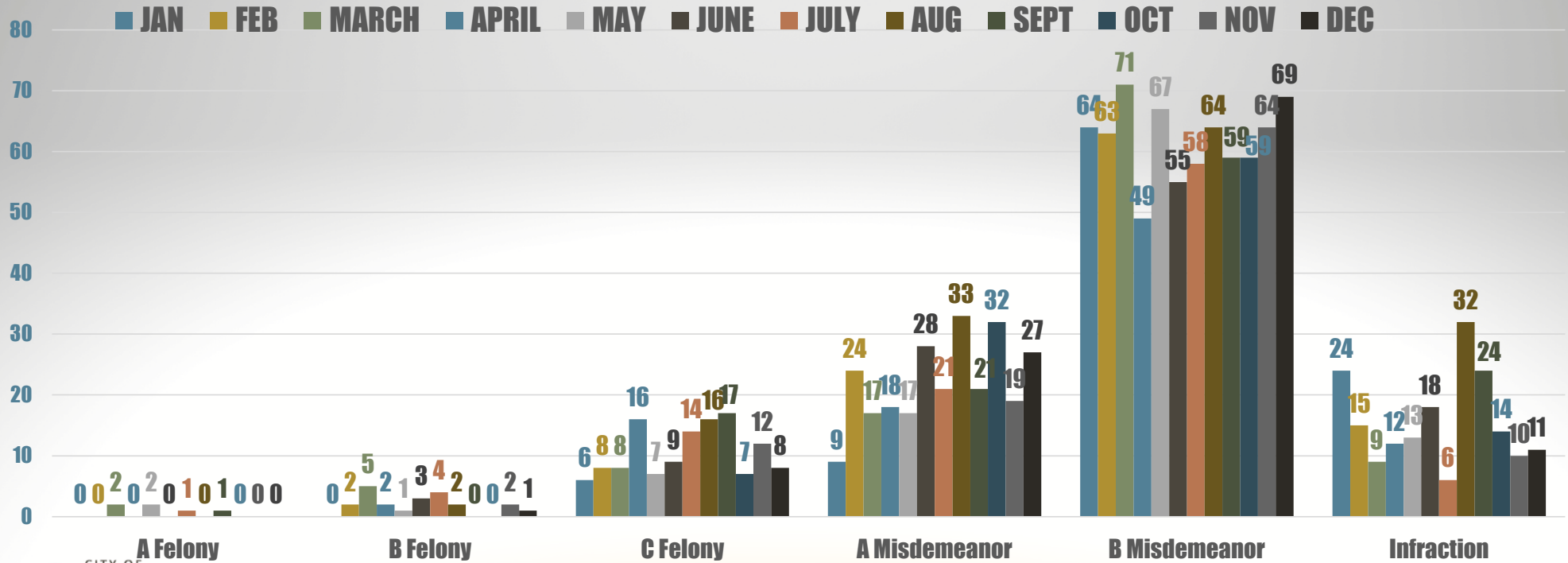


191 TOTAL ARRESTS



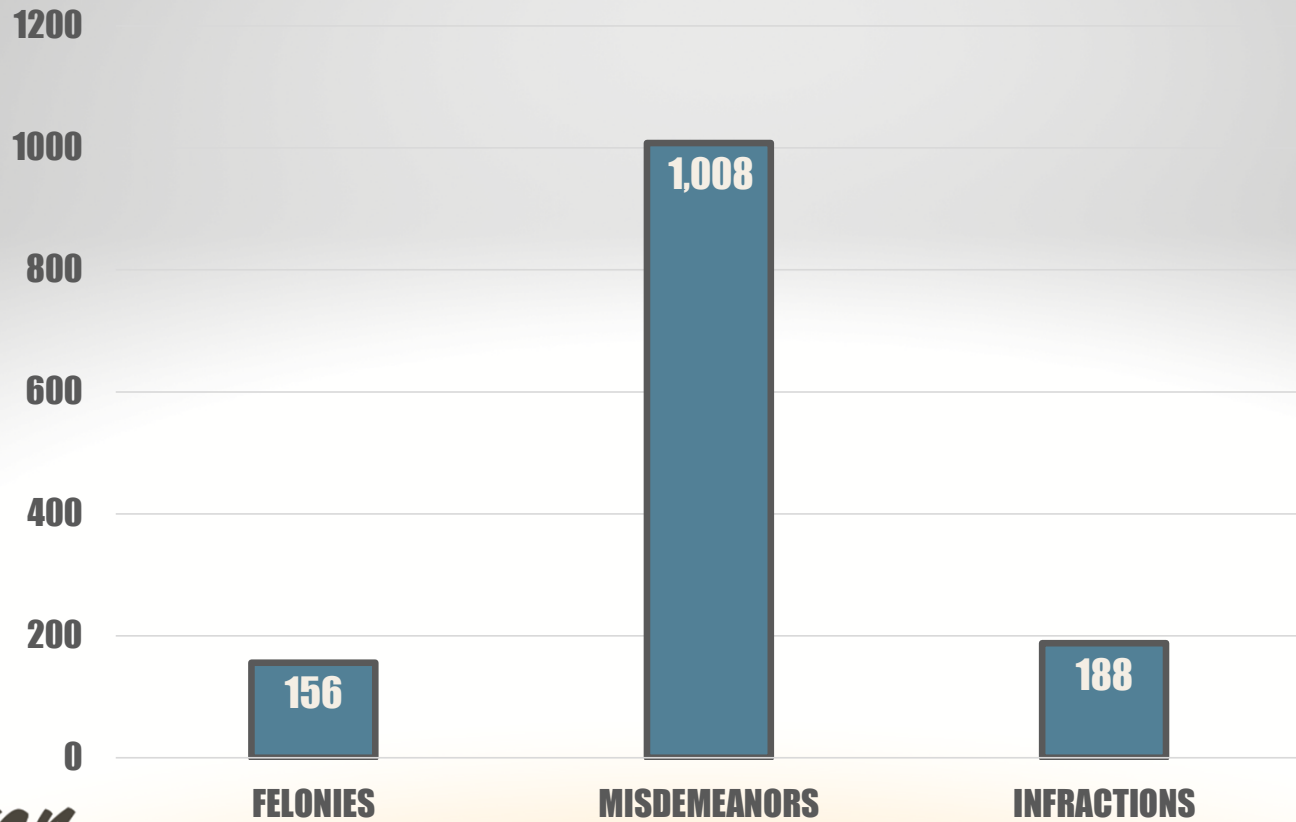


ARREST CLASSIFICATIONS





2023 ARREST CLASSIFICATIONS SUMMARY



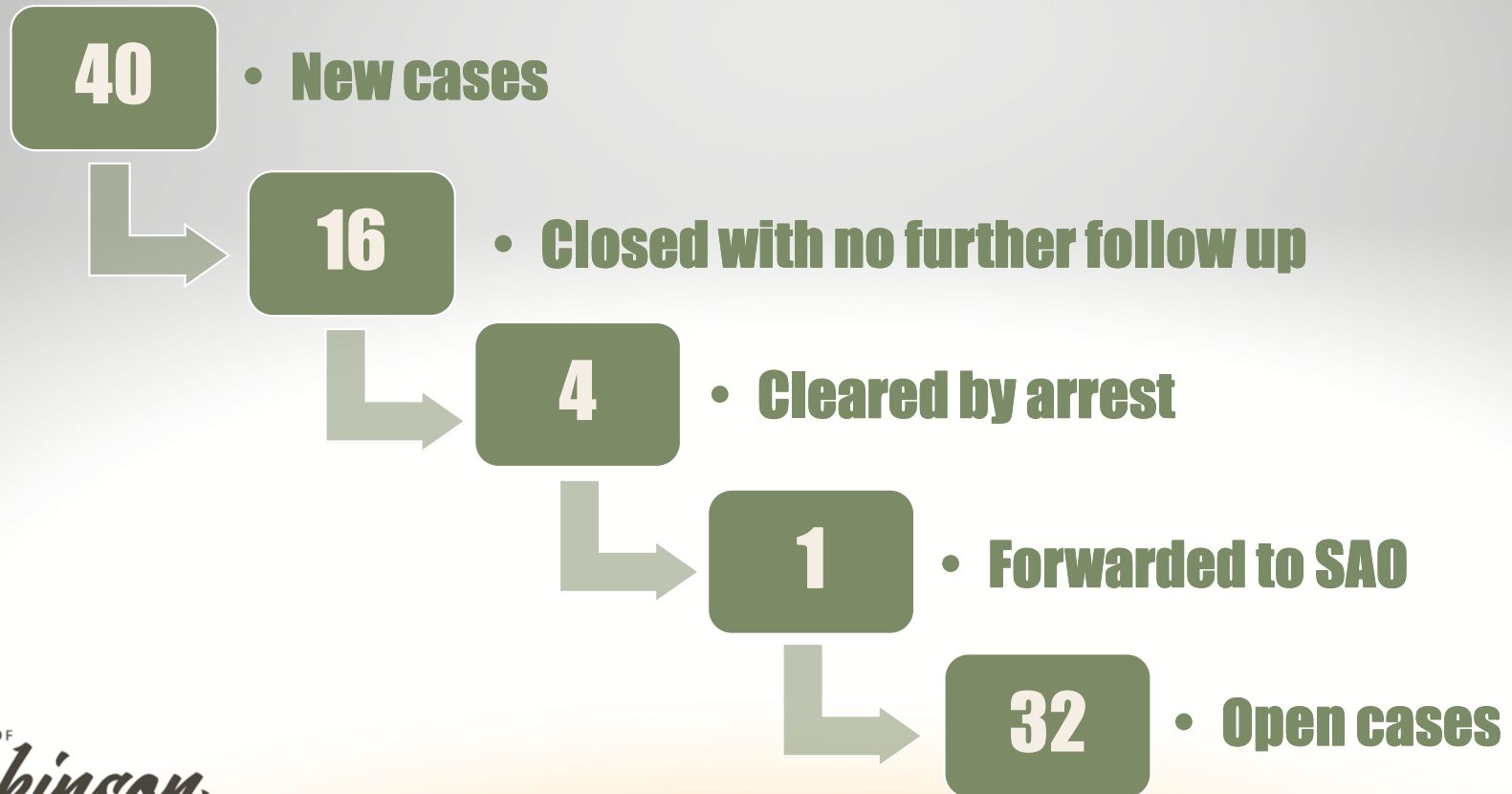


CRIMINAL INVESTIGATIONS





CRIMINAL INVESTIGATIONS





CRIMINAL INVESTIGATIONS

5

• Theft & Fraud

5

• Agency Assist

4

• Sex Crimes

4

• Speak w/ an Officer

3

• Search Warrants

3

• Vandalism

3

• New Hire Backgrounds

2

• Sex Offender Status Checks

2

• Field Contacts

2

• Welfare Checks

1

• Burglary

1

• Digital Forensics

1

• Assault

1

• Warrant

1

• Family Offense

1

• Death

1

• Fatality Accident





BEHAVIORAL HEALTH





SCHOOL RESOURCE OFFICERS

DICKINSON STATE UNIVERISTY

• 1 CFS (0 CITATIONS ISSUED)

HIGH SCHOOL

• 55 CFS (10 JUVENILE & 3 ADULT SUMMONS ISSUED, 9 CHIN REFERRALS)

MIDDLE SCHOOL

• 19 CFS (0 JUVENILE SUMMONS ISSUED)

ELEMENTARY SCHOOL

• 27 CFS



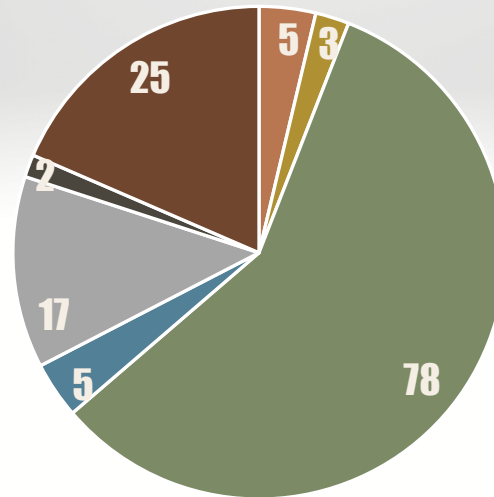
RECORDS



2 - Fingerprints
14 - Sex Offender Registrations
54 – Warrants / Summons Processed



ANIMAL SHELTER CALLS FOR SERVICE



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





ANIMAL SHELTER

ANIMAL TYPES	RETURNED TO OWNER	RESCUE	ADOPTED	REMAIN AT SHELTER	EUTHANIZED
40 DOGS	23	7	7	3	0
32 CATS	4	0	8	19	1
0 OTHER	0	0	0	0	0
72 TOTAL	27	7	15	22	1

108 IMPOUNDED ANIMALS	#
STRAY	54
SURRENDERED	12
STARK/BILLINGS CAPTURE	5
INMATE, COURT, OTHER	0
BITE	0

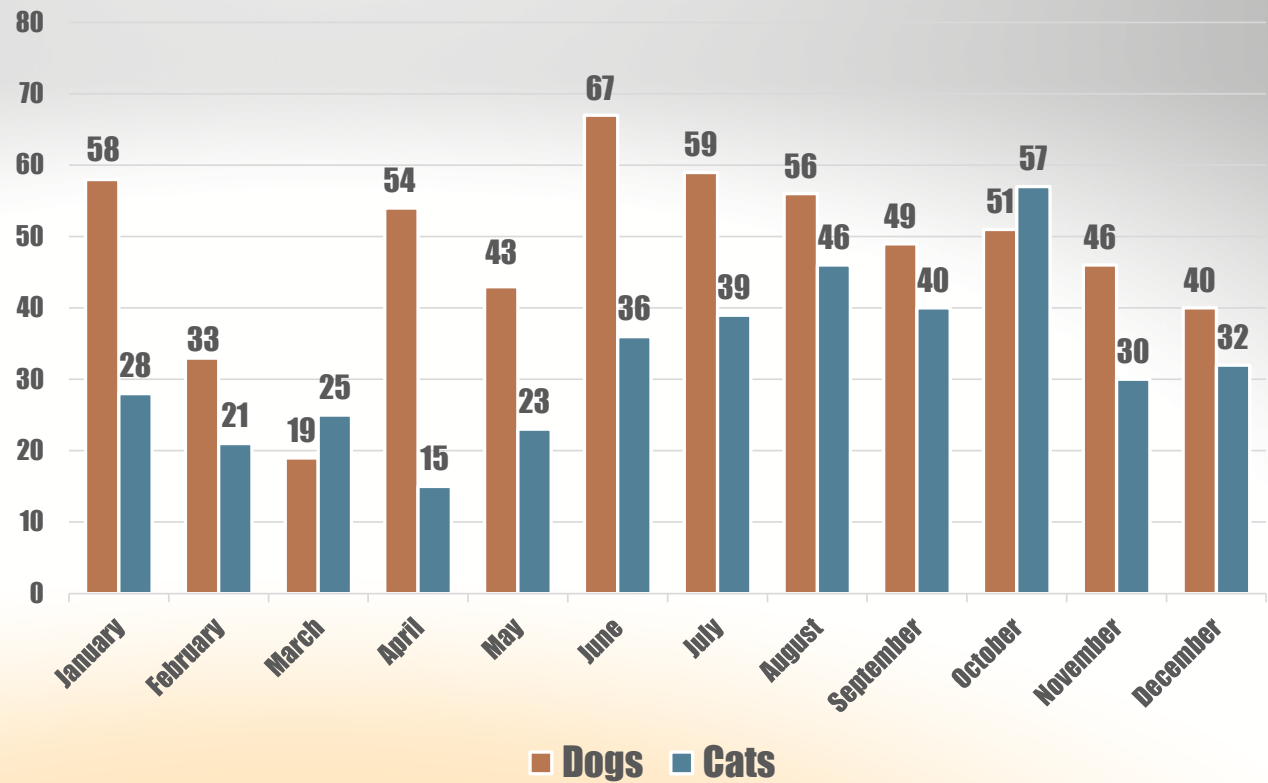




2023 ANIMAL SHELTER

ANIMALS IMPOUNDED

DOGS	CATS	TOTAL
575	389	967



TRAINING



52 ND POST HRS

0 NON - ND POST

52 TOTAL DEPT HRS

Field Sobriety/Drug Recognition

- **12 Hours**

Advanced Investigations

- **40 Hours**

COMMUNITY RELATIONS



**COMMUNITY
SERVICE
COORDINATOR**

Presented topics of the death penalty & Fentanyl to LE Class

Tobacco Compliance Checks (3 citations)

Situational Awareness presentation @ WRCC for staff

Conducted a SRO meeting with surrounding SRO's

Alcohol compliance checks (1 Violation)





DONATION FOR "NO SHAVE NOVEMBER"





SCHOOL RESOURCE OFFICERS

SCHOOL HOLIDAY COLORING CONTEST





PLACE FACEBOOK VIDEO ON THIS SLIDE



INTEGRITY RESPECT TEAMWORK





Transmittal Letter

To: Matthew Galibert – City Planner
City of Dickinson
38 1st Street West
Dickinson, ND 58601

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

Date: October 23, 2023

Re: Special Use Permit (SUP) Application – Block 1, Highway Department Addition

Message: Enclosed you will find the following SUP application documents for the above referenced project being submitted for consideration at the November 15th Planning and Zoning Meeting:

- Presubmittal meeting letter
- Narrative (included, below) of the description of the proposal as well as how the project addresses the criteria listed in Table 12-1, Section 39.12.003 of the Zoning Ordinance
- Legal Description (included, below) for the property
- Quit Claim Deed for the property
- Current plat of Highway Department Addition
- Current Zoning Map of the property
- Site Sketch showing notable existing and proposed site features

Application Request

- SUP to allow for the existing maintenance facility in the proposed Public zoning district (This request is only applicable if zone change to Public is approved)

office 701 483 2444
fax 701 483 2610

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

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

Legal Description

Block 1 of Highway Department Addition to the City of Dickinson, Stark County, ND.

Project Narrative

The property being rezoned is currently owned by the NDDOT and is used for the Dickinson District offices for the NDDOT as well as by the ND Highway Patrol. The primary use of the property by the NDDOT is a district office and maintenance facility. The NDDOT intends to remove underground storage tanks used for fueling the Dickinson District fleet vehicles and equipment. The underground storage tanks are intended to be replaced with ±12,000 gallons of diesel fuel storage and ±12,000 gallons of unleaded gasoline above ground storage tanks. The approximate locations of these features are shown on the site sketch submitted with this application. The intent of transitioning to above ground storage tanks is due to the regulation and costs associated with underground storage tanks. There is also a plan to construct a new equipment maintenance building as early as 2024. The property is currently zoned Community Commercial (CC).

Per Chapter 13 of the City of Dickinson Fire Prevention ordinance, Section 13.08.060, Establishment of limits of districts in which storage of flammable or combustible liquids in outside above-ground tanks is prohibited, the note at the end of this section reads: "A 500 gallon max shall be required per commercial site." Due to this requirement, rezoning to a Public zoning district is being requested by this application. According to Table 39.4-1 of the City's zoning code, the Public Zoning District "... accommodates substantial public institutions or uses. It sets aside areas for conservation, public recreation, and full access public facilities". According to this definition, we feel that this zoning district is appropriate for the use of this property as this site is occupied by public institutions. This zoning district is also consistent with the City of Dickinson Future Land Use Map located in the City of Dickinson Comprehensive Plan, which shows the subject property as Public/Civil.

Per Table 39.4-2 Permitted Uses by Zoning Districts, Maintenance Facilities require a "Special Use Permit" in the Public zoning district. However, there are no restrictions in City of Dickinson ordinances for above ground storage tanks in the Public zoning district. Therefore, this Special Use Permit application is being submitted in conjunction with the rezone application to allow for the existing maintenance facility use on this site.

The operations within this property are not intended to change if this rezone and SUP are approved. This will simply allow for the above ground fuel storage to replace the existing underground fuel storage as indicated.

Narrative of How Criteria in Table 12-1 is Being Met

Land Use Compatibility Requirements

- *Site area per unit or floor area ratio should be similar to surrounding uses if not separated by natural or artificial features*
- *Development should minimize differences in height and building size from surrounding structures. Differences should be justified by urban design considerations*
- *Development should respect pre-existing setbacks in surrounding area. Variations should be justified by site or operating characteristics.*
- *Building coverage should be similar to that of surrounding development of possible. Higher coverage should be mitigated by landscaping or site amenities.*

As shown by the enclosed site sketch, the building sizes within this site are consistent with the surrounding buildings. The building setbacks and heights do not contradict the surrounding uses or city codes. Furthermore, this site is separated from adjacent properties by well-established tree rows which provide an additional buffer from the uses within this site to the surrounding properties.

Site Development Requirements

- *Project frontage along a street should be similar to lot width.*
- *Parking should serve all structures with minimal conflicts. Circulation between pedestrians and vehicles as well as lighting.*
- *All structures must be accessible to public safety vehicles.*
- *Development must have access to adjacent public streets and ways. Internal circulation should minimize conflicts and congestion at public access points.*
- *Lighting plan*

Parking facilities are already in-place near the administration building within this site. This parking facility has direct access to a frontage road along 3rd Ave W with two approaches where traffic can enter 3rd Ave W. This existing design has worked well to control the flow of traffic in and out of this site. Existing lighting is provided within this parking lot.

The maintenance yard is located along the eastern portions of this property that are set back further from the high-volume corridor of 3rd Ave W so they are less visible. The proposed storage building will allow a space to park some trucks indoors where they will not be visible which will also add to the site aesthetics. The existing tree rows provide an excellent buffer for this maintenance yard and make it difficult to see from the adjacent roadway.

Landscaping/Street Tree Requirements

- Landscaping should be integral to the development, providing street landscaping, breaks in uninterrupted paved areas, and buffering where required by surrounding land uses. Parts of site with sensitive environmental features or natural drainage ways should be preserved.

As shown by the enclosed site sketch, this site is separated from adjacent properties by well-established tree rows which provide a buffer from the uses within this site to the surrounding properties. This landscaping also adds to the aesthetic of this site. Environmental features and drainage patterns will not be altered as part of this proposal.

Operating Characteristic Requirements

- Project should not reduce the existing level of traffic service on adjacent streets. Compensating improvements will be required to mitigate impact on street system operations.
- Project design should direct non-residential traffic away from residential areas.
- Projects with long operating hours must minimize effects on surrounding residential areas.
- Outside storage areas must be screened from surrounding streets and less intensive land uses.
- Developments within 200 feet of a public sanitary sewer must connect to sewer system. Individual disposal systems, if permitted, shall not adversely affect public health, safety, or welfare.
- Sanitary sewer must have adequate capacity to serve development.
- Development should handle storm water adequately to prevent overloading of storm water management system.
- Development should not inhibit development of other properties.
- Development should not increase probability of erosion, flooding, landslides, or other run-off related effects
- Project must be served by utilities
- Rural estate subdivisions should be located in designated areas which can accommodate utility and infrastructure installation consistent with the need to protect the environment and public health.
- Projects should be consistent with the City of Dickinson’s Comprehensive Plan.

The proposed project will not affect existing traffic patterns as this site already exists. No significant changes to traffic volumes or patterns are anticipated. Traffic from this site has direct access to 3rd Ave W and 21st St W, which are both arterial roadways, so it has limited impact on neighboring properties.

Although not typical, there are times when operating hours of this facility extend into the night, such as during snow emergencies. These operations are buffered from the surrounding properties by the previously mentioned tree rows, and the direct access to adjacent roadways prevents traffic impacts to neighboring properties during these late hours. Furthermore, there are no existing residential properties in the immediate vicinity of this facility that would be affected by these operations.

This facility is already connected to City water and sanitary sewer. No changes to this service are proposed at this time.

No changes are proposed to the current site drainage, and the current site drainage patterns will be maintained throughout the future as required by City ordinance. Since no changes are proposed, there will not be an increase probability of erosion, flooding, landslides, or other run-off related effects.

Since this is an existing facility, the approval of this variance request will not inhibit the development of other properties. To the best of our knowledge, this site meets the requirements of the City of Dickinson Comprehensive Plan. It is understood that a portion of this property lies within the corridor overlay district for Highway 22 and that special development regulations existing within 400-feet of the right-of-way of this roadway to ensure this corridor remains an aesthetically pleasing gateway for the City. Existing improvements within this site pre-date this ordinance and are not intended to be updated at this time. Future improvements made to this site will comply with the regulations of this corridor overlay district as necessary.

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



Andrew Schrank, PE, CFM - Highlands Engineering



STAFF REPORT

To: City of Dickinson Board of Commissioners
From: City of Dickinson Planning
Date: December 11, 2023
Re: SUP-005-2023 Maintenance Facility Special Use Permit

OWNER/APPLICANT

State of North Dakota Department of
 Transportation
 1700 3rd Ave W Suite 101
 Dickinson ND 58601
 rrayhorn@nd.gov
 701-483-2444

APPLICANT'S REPRESENTATIVE

Andrew Schrank
 Highlands Engineering
 319 24th Street East
 schrank@highlandseng.com
 701 483 2444

Public Hearing	December 20, 2023	Planning and Zoning Commission
Final Consideration	January 23, 2023	City Commission

EXECUTIVE SUMMARY

Description: To consider a request to issue a Special Use Permit to allow construction of a maintenance facility on a property legally described as Block 1, Highway Department Addition located in the northwest quarter of Section 34, Township 140 North, Range 96 West, 5th Principal Meridian, City of Dickinson, Stark County, North Dakota. The site consists of +/- 17.71 acres. This property is located within the City of Dickinson.

Public Comments: None

Staff Recommendation: Approval. No recommended conditions.

LOCATION

The property proposed for this Special Use Permit is legally described as Block 1 of the Highway Department Addition located in the northwest quarter of Section 34, Township 140 North, Range 96 West, 5th Principal Meridian, City of Dickinson, Stark County, North Dakota. The subject parcel is generally located on 3rd Avenue W/ Highway 22, east of Prairie Hills Mall.



CURRENT ZONING	CC
FUTURE LAND USE MAP DESIGNATION	Public/Civic
GROSS SITE ACREAGE	17.71 acres
LOTS PROPOSED	N/A

NEARBY ZONING & LAND USE		
Direction	Zoning	Land Use
North	GC and CC	Varied large-lot commercial and office services
East	R-3, R-1, R-2	Undeveloped residential

South	CC	Retail, hospitality, commercial services
West	CC, 3 rd Avenue corridor	Prairie Hills Mall, retail, restaurants (drive-through & general), financial services

STAFF ANALYSIS & RECOMMENDATION

The primary use of this property is well established as a NDDOT district office and maintenance facility. The applicant’s development plans include the construction of a new maintenance building and to transition from below-ground to above-ground fuel storage. According to the applicant, the storage tanks will accommodate ±10,000 gallons of diesel fuel storage and ±10,000 gallons of unleaded gasoline on site and are considered outdoor equipment, ancillary to primary operations. Images of the fuel tanks are shown in Appendix B.

The proposed maintenance facility will be located near the geometric center of the property (Appendix A). According to the applicant’s Transmittal Letter, “the proposed storage building [(maintenance facility)] will allow a space to park some trucks indoors where they will not be visible,” “the proposed project will not affect existing traffic patterns.”

Review of this development proposal has concluded that future operations are unlikely to change the current community development conditions. Those current conditions are described below in *Compatibility with Local Uses*.

Compatibility with Local Uses

The uses on this parcel appear to be in mild and long-term conflict with adjacent local uses. Most notably, the development to the east of the property is “undeveloped residential”. A combination of the industrial appearance of the NDDOT property and a lack of street connections from the east side of the property to 14th Street E may contribute to the lack of residential development interest in this area (see Appendix B). With this consideration, staff is recommending the applicant screens the rear lot according to Corridor Overlay design standards as a condition for approval.

Compliance with Zoning and Subdivision Regulations

If approved, the subject parcel will comply with requirements as set forth by Articles 39 Zoning and 34 Subdivision.

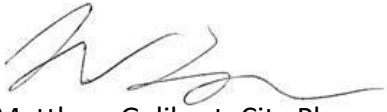
Public Input

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

Staff Recommendation

City Planning staff recommends approval of SUP-005-2023, subject to the following conditions:

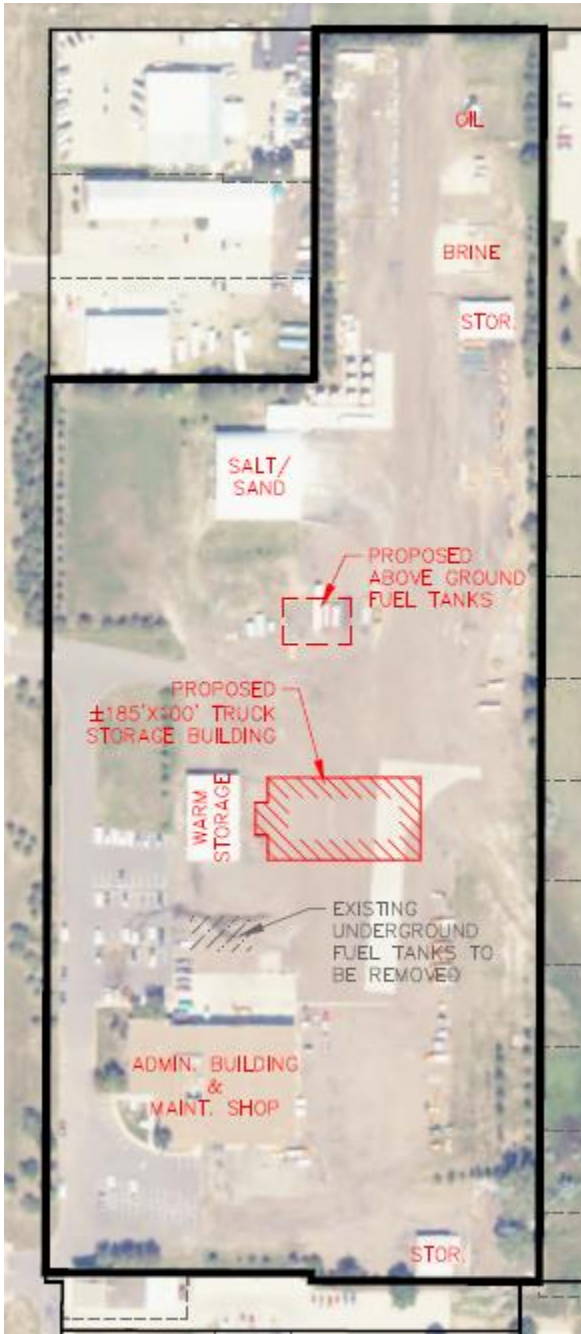
1. **The maintenance facility shall be as described in the application materials found in Attachment A;**
and
2. **Operation of the maintenance facility shall comply with all applicable City, County, State and Federal regulations.**



Matthew Galibert, City Planner

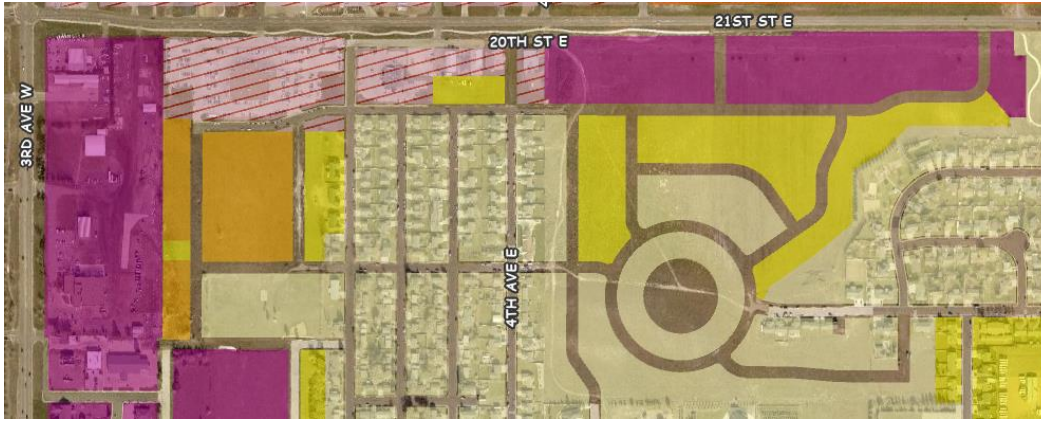
APPENDICES

Appendix A.



A) Site plan submitted by applicant (cropped).

Appendix B.

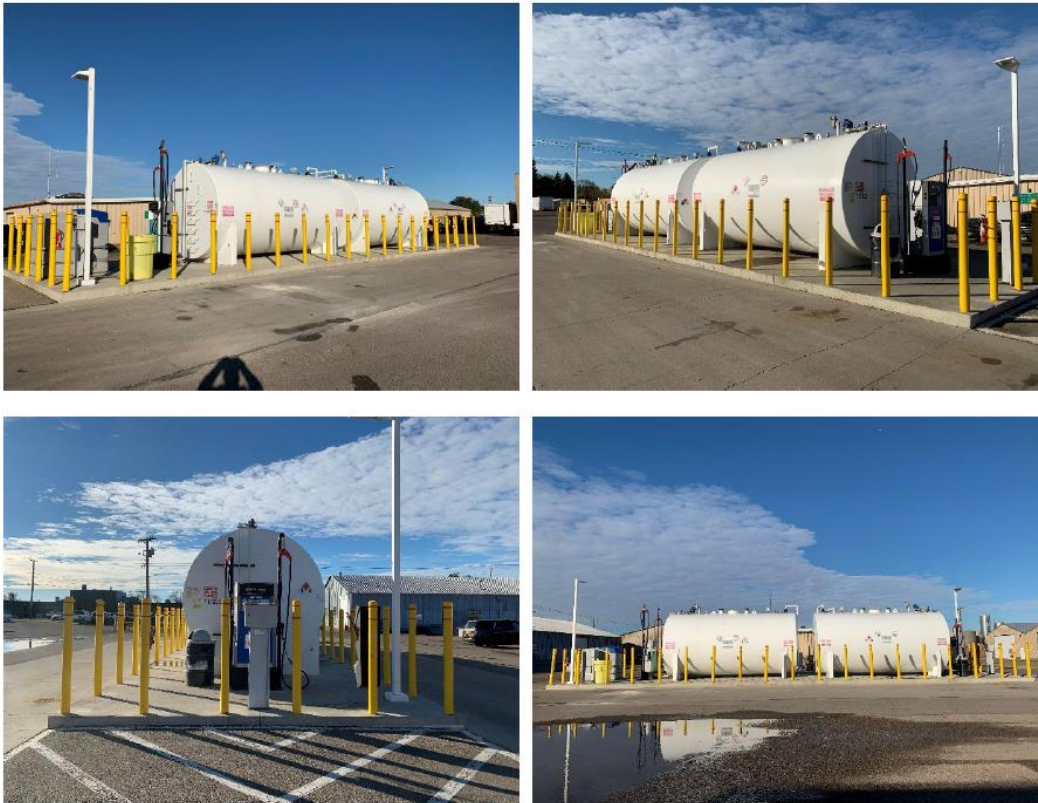


Zoning Classification

-  Planned Unit Development - PUD
-  Community Commercial - CC
-  Downtown Commercial - DC
-  General Commercial - GC
-  Limited Commercial - LC
-  General Industrial - GI
-  Limited Industrial - LI
-  Low Density Residential - R1
-  Medium Density Residential - R2
-  High Density Residential - R3
-  Rural Residential - RR
-  Mobile Home - MH
-  Public - P
-  Agricultural - AG

B) Current zoning map including the subject property and undeveloped residential land.

Appendix C.



C) NDDOT Bismarck District's recent fuel island upgrade. The storage tanks would look generally similar. Image and explanation supplied by the applicant.

Appendix D.

Section 39.05.034 Corridor Overlay District – Standards

"All outdoor storage shall be fully screened from view through the use of an opaque decorative fencing material or architectural screen walls."

If the applicant deems it more practical and cost-effective, vegetation may substitute decorative fencing for this project. The tree species would be recommended and approved by the City Forester.

ATTACHMENTS

A – Transmittal letter

B – Site sketch supplied by applicant

C – Staff report

MOTIONS:

*****Approval*****

*“I move the City of Dickinson Planning and Zoning Commission recommend approval of **SUP-005-2023** as meeting all the requirements of the Dickinson Municipal Code and also being in the interest of the public health, safety and welfare “*

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

1. _____;
2. _____.

*****Denial*****

*“I move the Dickinson Planning and Zoning Commission recommend Denial of **SUP-005-2023** as NOT meeting all the requirements of the Dickinson Municipal Code and as being contrary to interest of the public health, safety and welfare.”*

RESOLUTION NO. _____ - 2024

A RESOLUTION APPROVING A SPECIAL USE PERMIT TO ROBERTSON METAL RECYCLING, LLC FOR A DAYCARE LOCATED AT 195 28th AVE EAST, 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 Robertson Metal Recycling, LLC for a American Pulverizer Shredder, 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 Robertson Metal Recycling, LLC:

195 28th Ave East, Dickinson, ND 56801
Lot 6, Block 2, Energy Center 1st Subdivision

The Special Use Permit is subject to the following conditions:

1. The Special Use Permit runs with the land and requires an annual compliance review.
2. Nuisance complaints against the operations, including those relating to noise, vibration, odors, traffic, urban services, will be recorded as part of the annual review of the Special Use Permit. Staff will investigate any complaints and concerns and report any significant findings of nuisance to the Planning & Zoning Commission for further investigation and recommendation for the continuation of the Special Use Permit.
3. Operation of the facility shall comply with all applicable city, county, state and federal regulations.
4. The City's approval Special Use Permit is conditioned upon the approval of the North Dakota Department of Environmental Quality Permit.

5. The special use will be developed in accordance with the SUP application.

Dated this _____ day of January, 2024.

Scott Decker, President
Board of City Commissioners

ATTEST:

Dustin Dassinger
Dickinson City Administrator



Made in the U.S.A



All U.S. Materials for over 20 years



"a NASA Spinoff listed company"

Estimate

Section 7. Item B.

Date Nov-29-2023

Estimate # JEB10045730
(Valid for 60 days)

Sales Rep jboland@acoustiblok.com

Bill to:

Robertson Metal Recycling, LLC
Reggie Robertson

195 28th Ave East
Dickinson, ND 58601

EM: Reggie@robertsonmetal.com

Ship to:

Robertson Metal Recycling, LLC
Reggie Robertson

195 28th Ave East
Dickinson, ND 58601
USA

PH:701-227-4947

Remit to:

Acoustiblok, Inc.
6900 Interbay Blvd
Tampa, Florida USA 33616
P:(813)980-1400
F:(813)549-2653

P.O.#	Sales Rep	Terms	EST Ship Date	F.O.B	Ship Via	Ship Notes	EST Weight
	JEB	PRE-PAY e-check		Tampa, Fl	FreightWise		

Qty	Item	Description	Unit Price	Total Price
1	ProjectName	Robertson Metal Recycling - 40' x 150' Sound Barrier	\$0.00	\$0.00
25	AF6-M6XLB	NEW, Patented Industrial Acoustifence®. Material only- no grommets; Black; 6 ft. H x 40 ft. L x 1/8 in. thick, internally reinforced to 1,974 psi tensile strength. > 200mph wind load tested. Beautiful Foliage Overlay Available. Industrial product may have minor blemishes. SEE INSTALLATION SUGGESTIONS.	\$1,120.00	\$28,000.00
1	FRGHT-FreightWise	FreightWise. 5-6 Business day transit. Shipping is for (2) LTL Shipments. (4) 75x51 & (1) 78x24 pallets.	\$2,385.90	\$2,385.90
1	DISCLAIMER-FRT 01	Acoustiblok Inc. makes no guarantee nor assumes ANY liability whatsoever relative to shipping out or arrival times of shipments. Customer/consignee agrees to be responsible for storage and return freight charges for shipment not picked up or accepted. Customer must have ability to unload product, i.e. fork lift if lift gate not included in freight charge or noted on this document. Freight charges subject to change due to fuel index.	\$0.00	\$0.00

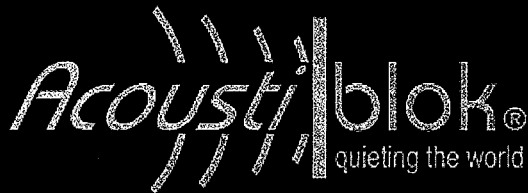
NOTE: CREDIT CARD PROCESSING FEE, AMEX 3.5%, ALL OTHERS 3%
Note:"TAKE OFF OR QUANTITY OF MATERIALS IS THE RESPONSIBILITY OF PURCHASER

Subtotal: \$30,385.90
Sales Tax: \$0.00
Total: \$30,385.90

Signature below indicates acceptance of this Estimate including terms and conditions www.acoustiblok.com. Signing for Acoustiblok, Inc. *Lahnie Johnson* Lahnie Johnson, President. All sales final. No refunds/credits. No other warranties implied or verbal agreements beyond this contract. Estimates of quantities required or shipping times are only estimates. "Soundproof" is a degree of sound reduction impossible to be 100%. All of our Patented Products are "Sole Source" and ONLY sold through us.

Authorized Signature: _____ Print Name _____ Date _____

Title _____



Product Data Sheet

Product Name

AcoustiFence® Noise Reducing Fences

For Manufacturer Info:

Contact:

Acoustiblok, Inc.
6900 Interbay Boulevard
Tampa, FL 33616
Call - (813) 980-1400
Fax - (813) 549-2653
Email - jboland@acoustiblok.com
www.acoustiblok.com

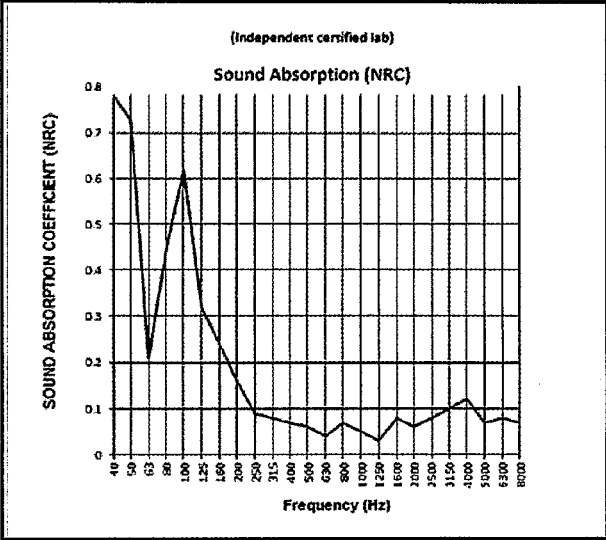
Product Description

Basic Use

AcoustiFence was originally developed by Acoustiblok, Inc. for noise isolation on offshore oil rigs, but has since proven successful in many other demanding outdoor settings, such as construction sites, commercial/industrial facilities, and residential communities.

AcoustiFence Noise Reducing Fences

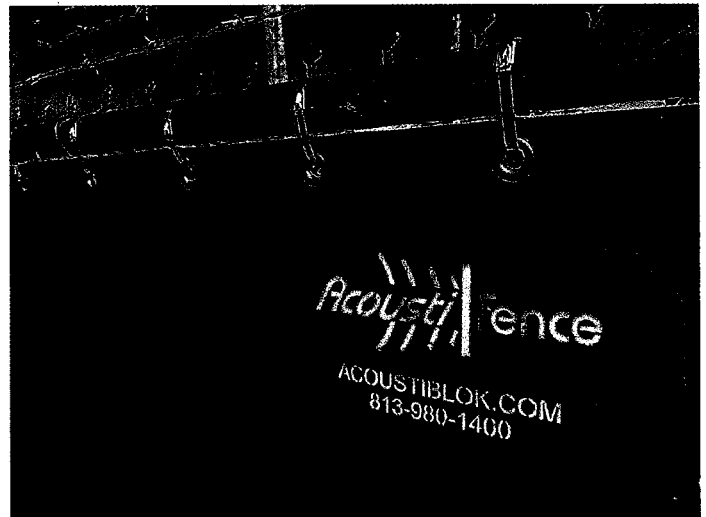
AcoustiFence is a unique, heavy-mineral filled, barium free, viscoelastic acoustical material that is made in the U.S.A. Unlike fences or shrubs, this material does extraordinarily well in blocking direct sound, and a unique characteristic of the material sets it apart from other sound barriers when dealing with very low frequencies.

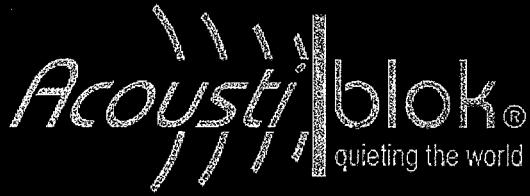


Sound Absorption Test Results

Benefits:

- Effectively reduces exterior noise
- Easy to install
- Resistant to UV, dirt and water
- Resistant to corrosion, mold and mildew





Product Data Sheet

Product Name

AcoustiFence® Noise Reducing Fences

AcoustiFence Noise Reducing Fences continued...

In frequencies of 50Hz and below, the heavy limp AcoustiFence material actually begins to vibrate from low frequency sound waves. In essence it is transforming these low frequency sound waves into mechanical movement and internal friction energy. Laboratory tests indicate that this transformation process inhibits these lower frequencies from penetrating AcoustiFence, reducing their level by over 60 percent relative to the human ear. In addition, AcoustiFence becomes an absorbent material in these frequencies with test results show an NRC (noise reduction coefficient) as high as 0.78 (with 1.00 being the max). As such it is clear that AcoustiFence not only reduces sound as a barrier, but also acts as an acoustical absorbent material in very low frequencies, as opposed to reflecting those frequencies back like most other barriers. It is worth noting that lead sheets (which are toxic) work in the same manner.

Green AcoustiFence

One of Acoustiblok's most popular products, designed as an advanced sound barrier that easily attaches to most types of fencing, is now available in a new green shade that easily blends into the environment. This makes it ideal for landscaping projects, residential home use and any outdoor applications where blending into the natural foliage is a concern.

Green AcoustiFence has the same sound deadening properties and features as our original black AcoustiFence. In addition, this new version features advanced reinforced edging and stainless steel cable ties. Made and sourced in the USA, it comes in 6x30 foot sections and is one of the most effective first steps in reducing noise for industrial, commercial and residential projects.





Product Data Sheet

Product Name

AcoustiFence® Noise Reducing Fences

Sound Transmission Class (STC)

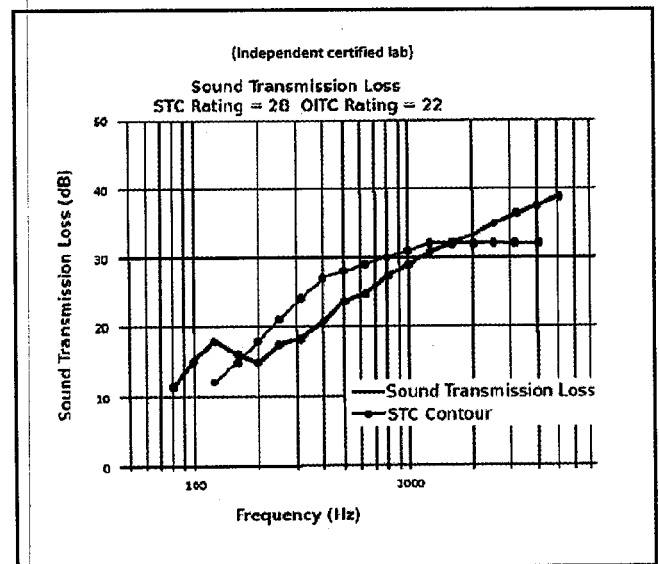
Sound Transmission Class (STC) is a single number that represents the sound blocking capacity of a partition such as a wall or ceiling.

STC numbers are often called out in architectural specifications, to assure that partitions will reduce noise levels adequately. For performance similar to laboratory test numbers, it is necessary to adhere closely to the construction materials and techniques used in the tested partition.

STC is calculated by comparing the actual sound loss measured when 16 test frequencies pass through a partition, with fixed values for each STC level. The highest STC curve that the measured sound loss numbers fit under, determines the STC rating of the partition.

STC calculations emphasize sound frequencies that match the human voice. A high STC partition will block the sound of human speech and block noise that interferes with human speech. To estimate high and low frequency performance, consult the Sound Transmission Loss graph included in STC test reports. Impact Insulation Class (IIC) measure transmitted impact noise and are specified for floor-ceiling assemblies only.

Acoustical test reports for numerous wall and floor/ceiling designs are available from Acoustiblok on request. All our test data is taken directly from independent 3rd party laboratories under NVLAP certification.



Sound Transmission Loss Test Results



Product Data Sheet

Product Name

AcoustiFence® Noise Reducing Fences

Physical Properties

- Barium free, 15 Flame Spread Index (Class A For Flame Spread)
- Minimum STC 27 per ASTM E90-02 & ASTM E413-87
- Minimum TL 24 dBA @ 100Hz & 16dBA @ 40Hz
- 6' & 8' Wide Acoustifence available. Can be custom configured multiple ways
- Colors - Black & Green
- High UV resistance
- Heat tolerance: 200°F for 7 days, less than 1% shrinkage with no deformation.
- Freezes at -40°F. Do not unroll or flex frozen material. Properties not affected by freeze/thaw cycles.
- 15+ Year life expectancy
- No fungal or algal growth and no visible disfigurement, per ASTM D3273 and ASTM D3274 (rating=10)
- Tensile Strength - Black 1977 psi / Green 1714 psi
- Weight: 1 pound per square foot

Material Specifications – Part # “Acoustifence 6x30 Industrial”

Acoustical Rating	STC 28 / OITC 22
Size	6 ft. (1.83m) x 30 ft. (9.14m) x 0.125 in. (3mm) 180 ft² (16.72m²)
Weight	185 lbs. (84Kg)
Fastening	Black brass grommets every 6 in. (152mm) along top edge with four grommets spaced along the bottom edge. Commonly installed horizontally.
Color	Black
(This is an industrial product and minor surface blemishes are a possibility.)	



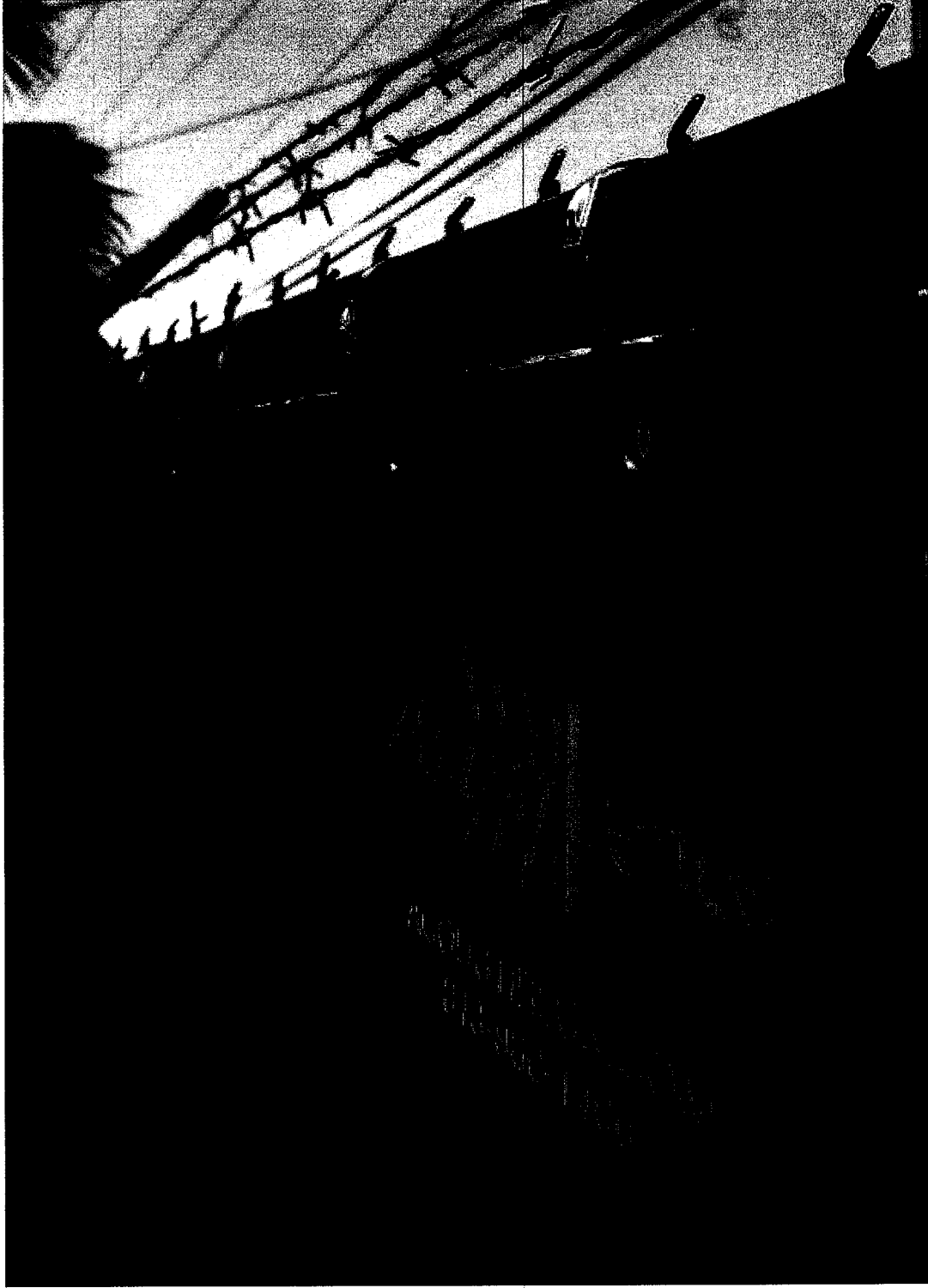
6900 Interbay Blvd.
Tampa, Florida USA 33616
Telephone: (813)980-1400
www.Acoustiblok.com
sales@acoustiblok.com

Information herein is, to the best of our knowledge and belief, accurate. However, since conditions of handling and use are beyond our control, we make no guarantee of results and assume no liability for damages incurred by the use of this material/product. All material/products may present unknown health hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist. Final determination of suitability of this material/product is the sole responsibility of the user. No representations or warranties, either expressed or implied, of merchantability, fitness for a particular purpose or any nature are made hereunder with respect to the information contained herein or the material/product to which the information refers. It is the responsibility of the user to comply with all applicable federal, state and local laws and regulations. Specifications subject to change without notice.

Acoustifence Installation

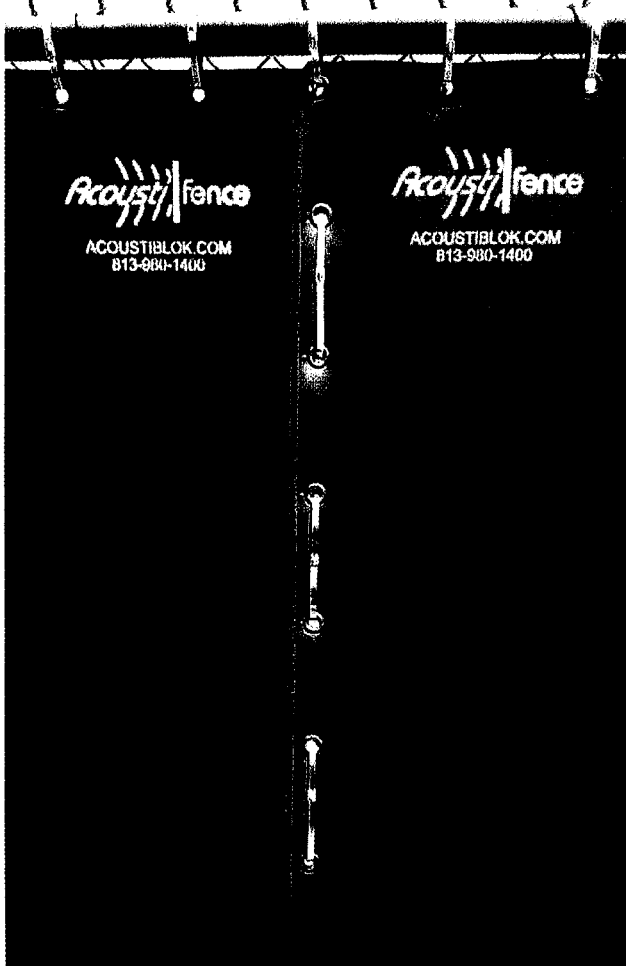
Top Rail, Overlap Seam, Bottom Edge & Grommet Plugs

Top Rail: Acoustifence should hang just below the bottom of the top rail as pictured below. The stainless steel cable ties should only go around the top rail and not the chain link in case the section needs to be adjusted left or right along the rail. If the cable tie goes around the chain link, you will not be able to adjust the section in either direction.

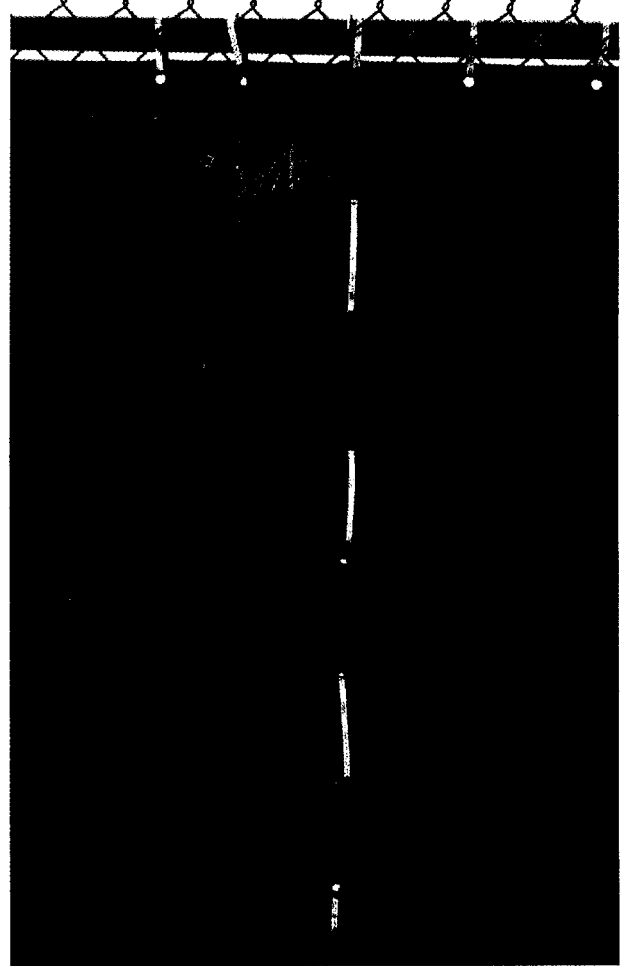


Overlap Seam: Additional Acoustifence sections will overlap the previous section by 2 inches and the grommets will sit on top of each other. The stainless steel cable ties are installed vertically and must also go around the chain link. This will hold the Acoustifence seam to the chain link and keep the Acoustifence seam from pulling away from the chain link. The cable tie should ideally go around 2 chain link sections. Close up below.

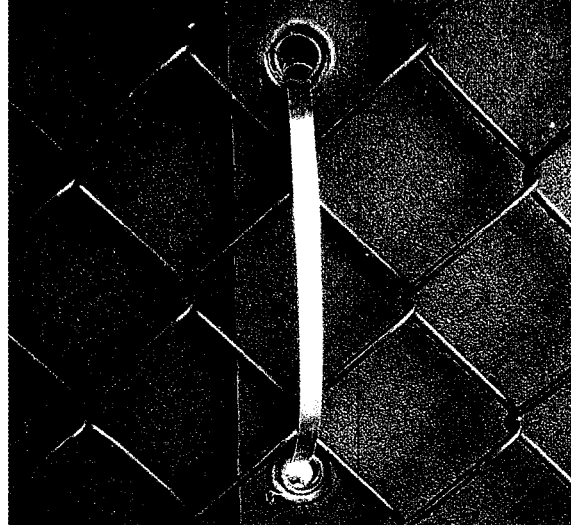
Overlap Seam – Front Side



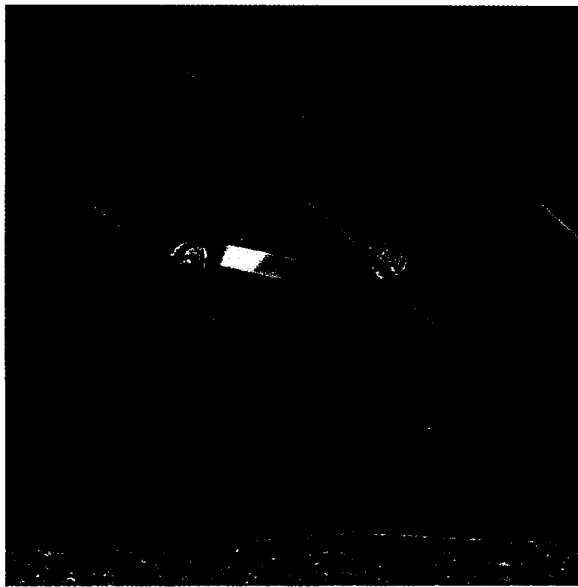
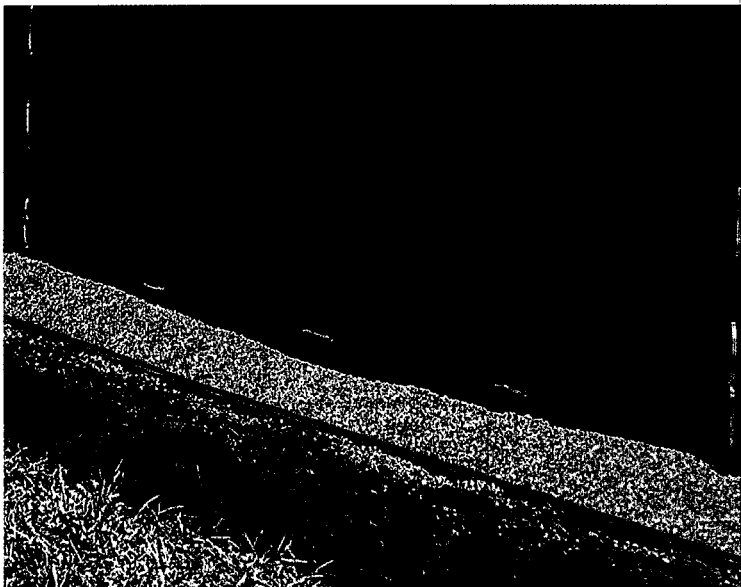
Overlap Seam – Chain Link Side



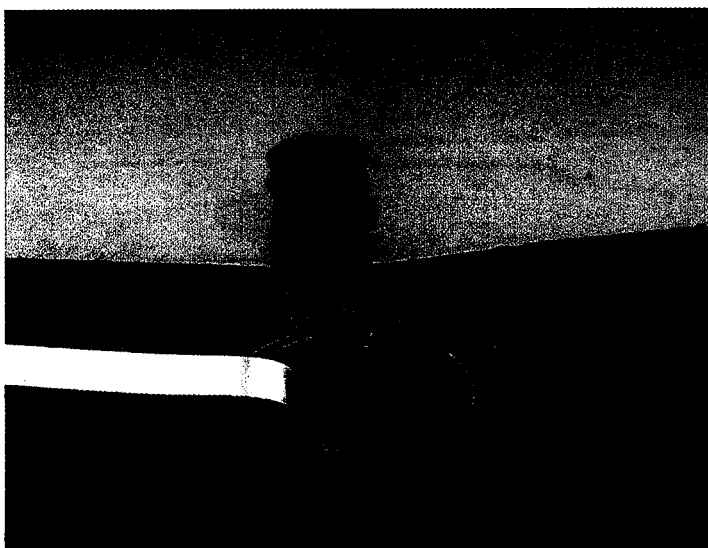
Overlap Seam – Chain Link Side Close Up



Bottom Edge Double Grommets: There are double sets up grommets 6 inches up from the bottom edge on both horizontally and vertically installed Acoustifence sections. This is so you can horizontally install stainless steel cable ties connecting the Acoustifence to the chain link. This keeps the bottom edge from pulling away from the fence. The remaining 6 inches of Acoustifence material should curve down onto the ground and be as airtight as possible or can be cut to fit or even buried into the ground. If there are air gaps at the bottom, you will have sound leaks.



Grommet Plugs: Grommet plugs are used so you do not get sound leaks through the grommet holes.





Braun Intertec Corporation
2908 Morrison Avenue, Suite 3
Bismarck, ND 58504

Phone: 701.255.7180
Fax: 701.255.7208
Web: braunintertec.com

September 28, 2023

Project B2308731

Mr. Daniel Robertson
Robertson Metal Recycling, LLC
195 28th Ave East Dickinson
Dickinson, ND 58601

Re: Foundation Recommendations
Proposed New Equipment
195 28th Ave East Dickinson
Dickinson, North Dakota

Dear Mr. Robertson:

This letter documents our evaluations and recommendations for the design of the new equipment at your facility.

Background

We understand that new equipment will be installed at your facility that includes a heavy shredder supported on a mat foundation, separation equipment mounted on pad foundations or drilled shafts, low retaining walls, fences, and gates. The material will not be protected from freezing temperatures. CW Structural Engineers is designing the foundations for the equipment that will be provided by the Hustler Conveyor Company. We understand that the mat foundation will be about 5 feet thick and embedded at a depth of 5 feet below grade for protection against frost heave.

American Engineering and Testing drilled 5 borings at the site at the locations shown on the attached Site Plan. The boring logs depicting laboratory testing results are attached.

Evaluations

We summarized the subsurface conditions on the attached Fence Diagram. The site is characterized by decomposed bedrock consisting of sandstone, claystone, and siltstone from just below the ground surface. These materials are suitable for supporting the equipment on a mat foundation or shallow foundations. Where desired, drilled shafts may be used that are proportioned for end bearing and skin resistance.

AA/EOE

Robertson Metal Recycling, LLC
Project B2308731
September 28, 2023
Page 2

Recommendations

We recommend that the size of the mat foundation be proportioned using a maximum gross allowable bearing stress of 2,000 psf. We estimated that total settlements will range between 1 and 2 inches based on the stress distribution provided for the mat foundation, with a differential settlement across the structure of about 1 inch. We believe these values are acceptable for the long-term performance of this industrial equipment, but should be confirmed with the manufacturer. We recommend using a modulus of subgrade reaction of 25 pci to design reinforcing steel for resistance to shear and bending moments. Spread footings for columns and walls may be proportioned using 2,500 psf maximum net allowable bearing pressure. We estimated settlement will be less than 1 inch. Foundations should bear at least 5 feet below exterior grade for protection against frost heave.

Retaining walls may be proportioned using active earth pressure if the walls are not restrained from rotation. We recommend using an equivalent fluid weight of 57 pcf for walls that have drainage provisions such as drain board or a layer of drainage stone. Use a friction value of 0.3 to resist sliding.

For the fence pole and other drilled shafts, use no passive pressure in the frost zone of 6 feet. Below 6 feet, use 425 pcf ultimate passive pressure, and 36 pcf ultimate active pressure. Drilled shafts will have an allowable end bearing resistance of 6,000 psf, and allowable skin friction of 1,500 psf below 6 feet. Drilled shafts formed with cardboard tube will not experience uplift due to adfreeze, but the concrete in contact with soil will be susceptible. We recommend using a minimum drilled shaft length of 12 feet for rough drilled shafts and considering the uplift will be resisted by the lower skin resistance.

We understand that you will be using simplified procedures to evaluate drilled shafts and mat foundation vibrations. We would be pleased to provide additional evaluations including lateral deflection analysis of the drilled shafts based on anticipated loading, and dynamic shear modulus and damping recommendations.

Robertson Metal Recycling, LLC
Project B2308731
September 28, 2023
Page 3

Remarks

In performing its services, Braun Intertec used that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession currently practicing in the same locality. No warranty, express or implied, is made.

If you have any questions about this Letter, please contact Wes Dickhut at 701.934.1618.

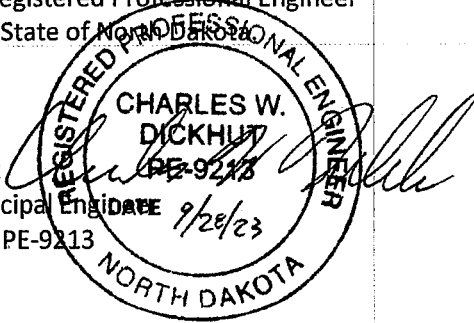
Sincerely,

BRAUN INTERTEC CORPORATION

Professional Certification:

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of North Dakota.

Charles (Wes) Dickhut
Technical Leader, Principal Engineer
Registration Number: PE-9213
September 28, 2022



Justin Goossen, EI
Staff Engineer

Attachments:

- Site Plan
- Boring Logs
- Fence Diagram

c: Kody Scharosch, PE/CW Structural Engineers



SUBSURFACE BORING LOG

AET JOB NO: **P-0025397** LOG OF BORING NO. **B-5 (p. 1 of 1)**
 PROJECT: **Robertson Metal Recycling Proposed Equipment Foundation; Dickinson, ND**
 SURFACE ELEVATION: **2429.0** LATITUDE: **46.876639** LONGITUDE: **-102.741278**

DEPTH IN FEET	MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS							
							WC	DEN	LL	PL	%-#200			
1	FILL, silty sand, brown, moist	FILL												
2	CLAYEY SAND, tan, medium dense to dense, moist (SC)	SENTINEL BUTTE FORMATION	18	M	SS									
3			16	M	SS									
4	FAT CLAY, with lenses and laminations of silt, grey, stiff to very stiff, moist (CH) -Layer of lignite at 17.5'		13	M	SS		27		66	31				
5			11	M	SS									
6			22	M	SS									
7			25	M	SS									
8			28	M	SS		21							
9			38	M	SS									
10			51	M	SS									
11			28	M	SS									
12			27	M	SS		27							
13			30	M	SS									
14	29	M	SS											
15	LIGNITE, black, very dense, moist													
16	FAT CLAY, grey, very stiff to hard, moist (CH)		28	M	SS									
17			27	M	SS		27							
18			30	M	SS									
19			29	M	SS									
20			27	M	SS		27							
21			30	M	SS									
22			29	M	SS									
23	END OF BORING													

DEPTH: 0-50'	DRILLING METHOD: 3.25" HSA	WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
		DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL	
		8/23/23		51.5	NA	NA	NA	None	
BORING COMPLETED: 8/23/23									
DR: ES	LG: BB	Rig: 106							

AET CORP W-LAT-LONG P-0025397 BORING LOGS.GPJ AET+OPT+WELL.GDT 9/7/23



SUBSURFACE BORING LOG

AET JOB NO: **P-0025397** LOG OF BORING NO. **B-4 (p. 1 of 1)**
 PROJECT: **Robertson Metal Recycling Proposed Equipment Foundation; Dickinson, ND**
 SURFACE ELEVATION: **2430.0** LATITUDE: **46.876778** LONGITUDE: **-102.741667**

DEPTH IN FEET	MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS							
							WC	DEN	LL	PL	%-#200			
1	FILL, silty sand, brown, moist	FILL												
2	CLAYEY SAND, brown, medium dense, moist (SC)	SENTINEL BUTTE FORMATION	24	M	SS									
3														
4														
5														
6														
7	LEAN CLAY with SAND, tan, very stiff, moist (CL)													
8														
9	FAT CLAY, with lenses and lamnations of lignite, grey, stiff, moist (CH)									28				
10														
11	LEAN CLAY, with lenses and lamnations of lignite, stiff to very stiff, moist (CL)													
12														
13														
14														
15														
16														
17														
18														
19														
20														
21	FAT CLAY with SILT, with lamnations of lignite, grey, hard, moist (CH)									22				
22														
23														
24														
25														
26	LEAN CLAY with SILT, grey, hard, moist (CL)													
27														
28														
29														
30														
31	FAT CLAY, with lenses and lamnations of lignite, grey, hard, moist (CH)													
32														
33	LEAN CLAY, with lenses and lamnations of lignite, grey, hard, moist (CL)													
34														
35														
36										23				
37														
38														
39														
40														
41														
42														
43														
44														
45														
46	FAT CLAY, with lenses and lamnations of lignite, grey, hard, moist (CH)													
47														
48														
49														
50														
51														
END OF BORING														

DEPTH: 0-50'	DRILLING METHOD: 3.25" HSA	WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
		DATE: 8/24/23	TIME:	SAMPLED DEPTH: 51.5	CASING DEPTH: NA	CAVE-IN DEPTH: NA	DRILLING FLUID LEVEL: NA	WATER LEVEL: None	
BORING COMPLETED: 8/24/23									
DR: ES LG: BB Rig: 106									

AET CORP W-LAT-LONG P-0025397 BORING LOGS.GPJ AET+CPT+WELL.GDT 9/7/23



SUBSURFACE BORING LOG

AET JOB NO: **P-0025397** LOG OF BORING NO. **B-3 (p. 1 of 1)**
 PROJECT: **Robertson Metal Recycling Proposed Equipment Foundation; Dickinson, ND**
 SURFACE ELEVATION: **2432.0** LATITUDE: **46.876920** LONGITUDE: **-102.741680**

DEPTH IN FEET	MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS								
							WC	DEN	LL	PL	%-#200				
1	FILL, silty sand, brown, moist	FILL													
2															
3	SAND with SILT, tan, medium dense, moist (SP-SM)	SENTINEL BUTTE FORMATION	23	M	SS										
4															
5	SILTY SAND, brown, medium dense, moist (SM)			26	M	SS									
6															
7	LEAN CLAY, brown, very stiff, moist (CL)			24	M	SS		30							
8															
9															
10	FAT CLAY, grey, very stiff, moist (CH)		20	M	SS										
11															
12															
13															
14															
15	FAT CLAY, with lenses and laminations of silt with sand, grey, very stiff, moist (CH)		30	M	SS		21		55	35					
16															
17															
18															
19															
20															
21															
22															
23															
24															
25															
26															
27															
28															
29															
30															
31															
32	LIGNITE, black, very dense, moist		60	M	SS										
33															
34															
35															
36															
37	FAT CLAY with SILT, trace lignite, grey, hard, moist (CH)		33	M	SS										
38															
39															
40															
41															
42															
43															
44															
45															
46															
47															
48															
49															
50															
51															
END OF BORING															

AET CORP W-LAT-LONG P-0025397 BORING LOGS.GPJ AET+CPT+WELL.GDT 9/7/23

DEPTH: 0-50'	DRILLING METHOD: 3.25" HSA	WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
		DATE: 8/23/23	TIME:	SAMPLED DEPTH: 51.5	CASING DEPTH: NA	CAVE-IN DEPTH: NA	DRILLING FLUID LEVEL: NA	WATER LEVEL: None	
BORING COMPLETED: 8/23/23									
DR: ES	LG: BB	Rig: 106							



SUBSURFACE BORING LOG

AET JOB NO: **P-0025397** LOG OF BORING NO. **B-2 (p. 1 of 1)**
 PROJECT: **Robertson Metal Recycling Proposed Equipment Foundation; Dickinson, ND**
 SURFACE ELEVATION: **2431.0** LATITUDE: **46.877111** LONGITUDE: **-102.742000**

DEPTH IN FEET	MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS									
							WC	DEN	LL	PL	%-#200					
1	FILL, silty sand, brown, moist	FILL														
2	SILTY SAND, tan to brown, medium dense to dense, moist (SM)	SENTINEL BUTTE FORMATION	24	M	SS		19									
3																
4																
5					31	M	SS									
6																
7					29	M	SS									
8																
9																
10			LEAN CLAY, brown, very stiff, moist (CL)													
11	FAT CLAY, with trace lignite, grey, very stiff, moist (CH)		22	M	SS		30									
12																
13					21	M		SS								
14																
15					30	M	SS									
16																
17	LEAN CLAY, brown to grey, hard, moist (CL)															
18	FAT CLAY, with lenses and laminations of lignite, grey, very stiff, moist (CH)															
19																
20					31	M	SS									
21																
22																
23																
24																
25																
26					30	M	SS		20							
27																
28																
29																
30					35	M	SS									
31																
32																
33																
34																
35																
36			26	M	SS		28			65	34					
37																
38																
39																
40																
41																
42																
43																
44																
45																
46			26	M	SS											
47																
48																
49																
50																
51			28	M	SS											
END OF BORING																

DEPTH: 0-50'	DRILLING METHOD: 3.25" HSA	WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
		DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL	
		8/23/23		51.5	NA	NA	NA	None	
BORING COMPLETED: 8/23/23									
DR: ES LG: BB Rig: 106									

AET CORP W-LAT-LONG P-0025397 BORING LOGS.GPJ AET+OPT+WELL.GDT 9/7/23



SUBSURFACE BORING LOG

AET JOB NO: **P-0025397** LOG OF BORING NO. **B-1 (p. 1 of 1)**
 PROJECT: **Robertson Metal Recycling Proposed Equipment Foundation; Dickinson, ND**
 SURFACE ELEVATION: **2433.0** LATITUDE: **46.876813** LONGITUDE: **-102.742760**

DEPTH IN FEET	MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS								
							WC	DEN	LL	PL	%-#200				
1	FILL, clayey sand, with a little gravel, brown, moist	FILL													
2															
3	SILTY SAND, with lenses and laminations of clay, brown, medium dense to dense, moist (SM)	SENTINEL BUTTE FORMATION	28	M	SS										
4															
5															
6					41	M	SS		13						
7															
8					42	M	SS								
9															
10					35	M	SS								
11															
12					44	M	SS		11						25
13															
14			35	M	SS										
15															
16															
17															
18															
19															
20	SANDY LEAN CLAY, with lenses and layers of wet lignite, brown, soft to firm, wet (CL)		3	W	SS										
21															
22															
23															
24															
25															
26			5	W	SS		63								
27															
28															
29															
30	LEAN CLAY with SILT, with lenses and laminations of lignite, brown, very stiff, moist (CL)		19	M	SS										
31															
32															
33															
34															
35															
36	LIGNITE, black, medium dense, wet		29	W	SS										
37															
38															
39															
40	FAT CLAY, grey, very stiff to hard, moist (CH)		28	M	SS										
41															
42															
43															
44															
45															
46			28	M	SS										
47															
48															
49															
50															
51			32	M	SS										
	END OF BORING														

AET CORP WLAT-LONG P-0025397 BORING LOGS.GPJ AET+OPT+WELL.GDT 9/7/23

DEPTH: 0-50'	DRILLING METHOD: 3.25" HSA	WATER LEVEL MEASUREMENTS							NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG
		DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL	
		8/22/23		51.5	NA	NA	NA	20.0	
BORING COMPLETED: 8/22/23									
DR: ES	LG: BB	Rig: 106							

CW STRUCTURAL ENGINEERS
 195 28TH AVE. E
 CAR SHREDDER MAT SLAB
 FOUNDATION PLAN
 PE 10770
 1987

FOUNDATION VERIFICATION NOTE:
 ALL DIMENSIONS SHOWN ON EQUIPMENT MUST BE VERIFIED BY G.C. PRIOR TO POURING AND PLACEMENT OF ANCHOR RODS, EMBEDDED DECKING, BASEPLATES, ETC.

SLAB REINFORCEMENT NOTE:
 1) G.C. IS TO BE AWARE THAT SLAB WHEN THERE IS A THICK CONCRETE MAT SLAB, G.C. IS TO REFER TO THIS CONCRETE MAT DESIGN AND NOTES LOCATED IN GENERAL STRUCTURAL NOTES.
 2) REFER TO SECTIONS 1-52.1-153 FOR ALL REINFORCING REQUIRED IN SLAB.
 3) G.C. MUST SEAL CONCRETE SLAB ONCE FINISHED WITH AN APPROVED IMPERMEABLE MEMBRANE.
 4) DO NOT PROVIDE ANY CONSTRUCTION JOINTS IN MAT SLAB.

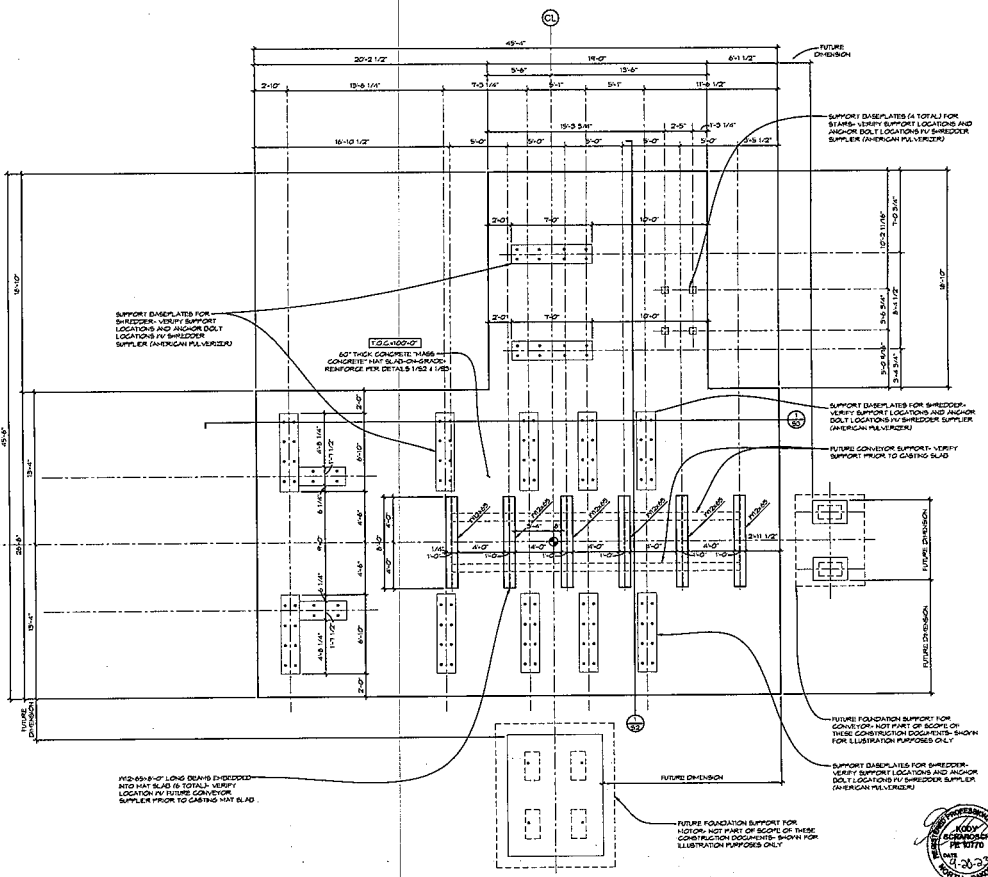
EQUIPMENT PLACEMENT NOTE:
 1) G.C. IS REQUIRED TO REFER TO AMERICAN MILLER/RED COMPANY DRAWINGS WITH DRAWINGS # 4314. CONSIDER NAME ROBERTSON METAL RECYCLING (I.E. DATED 3/27/2008) ONLY DRAWINGS AND SERIAL NUMBER EXACT TO INSURE PROPER PLACEMENT OF EMBEDDED ANCHOR RODS.
 2) G.C. IS RESPONSIBLE TO LOCATE ALL REQUIRED ANCHOR RODS PRIOR TO CASTING SLAB AND ANCHORS MAY BE CONCRETE-EMBEDDED.
 3) IF SLAB IS REPLACED THIS MAY REQUIRE REPAIRING THE ENTIRE SLAB FOR PORTIONS OF IT (I.E. TO CONTACT STRUCTURAL ENGINEER FOR RECOMMENDATION IF ANCHORS ARE REPLACED). G.C. WILL BE RESPONSIBLE FOR ALL COSTS INCURRED FOR DESIGN OF REPLACED ANCHORS.
 4) ALL ANCHORS ARE TO BE GALVANIZED ASBEST FIBER GRASS 1/2" DIA. (1/2" DIA) AND NOTED ON EQUIPMENT DRAWINGS. SEE BY EQUIPMENT SUPPLIER AND INTERFERE IF INTO MAT.
 5) ALL EQUIPMENT BASEPLATES ARE TO HAVE 1" OR GREATER DEPTH BASE PLATES. INSTALL GREATER PER MANUFACTURERS RECOMMENDATIONS.
 6) WHERE EQUIPMENT HOLES ARE PROVIDED IN BASEPLATES, EQUIPMENT SUPPLIER TO PROVIDE RECOMMENDATIONS FOR HELD ANCHORS. EQUIPMENT SUPPLIER IS RESPONSIBLE FOR ANCHOR CONNECTION TO BASEPLATE. ALSO REFER TO TABLE 1-52.1-153 FOR ADDITIONAL RECOMMENDATIONS.
 7) ALL ANCHORS ARE TO BE GALVANIZED ASBEST FIBER GRASS 1/2" DIA. (1/2" DIA) AND NOTED ON EQUIPMENT DRAWINGS. SEE BY EQUIPMENT SUPPLIER AND INTERFERE IF INTO MAT.

GEOTECHNICAL VERIFICATION NOTE:
 ALL CONCRETE FOUNDATION DESIGNS ARE BASED UPON THE GEOTECHNICAL REPORT RECOMMENDATIONS BY BRANN INTERIOR, DATED SEPTEMBER 28, 2011. A PROJECT RECORD TO ALL RECOMMENDATIONS INDICATED IN THE GEOTECHNICAL REPORT SHALL APPLY AS THE GEOTECHNICAL REPORT SHALL BECOME A PART OF THE PROJECT SPECIFICATIONS.

GEOTECHNICAL REPORT DESIGN VALUES - ALL FOUNDATION EXCAVATIONS MUST BE OBSERVED ON SITE BY THE GEOTECHNICAL ENGINEER TO VERIFY ADEQUATE SOIL CONDITIONS PRESENT AND THE RECOMMENDED GEOTECHNICAL DESIGN VALUES (SOIL AS NOTED BELOW AND IN THE GEOTECHNICAL REPORT) AND APPROVED BY SIGNING OF A LICENSED GEOTECHNICAL ENGINEER PRIOR TO FABRICATING STEEL AND PLACING CONCRETE ANY CONCRETE. ALL GEOTECHNICAL DESIGN VALUES USED ARE AS FOLLOWS:

Minimum Soil Bearing Capacity
 1. 1.5K SPT = 2,000 psf
 2. 1.5K SPT = 2,000 psf
 3. 1.5K SPT = 2,000 psf
 4. 1.5K SPT = 2,000 psf
 5. 1.5K SPT = 2,000 psf
 6. 1.5K SPT = 2,000 psf
 7. 1.5K SPT = 2,000 psf
 8. 1.5K SPT = 2,000 psf
 9. 1.5K SPT = 2,000 psf
 10. 1.5K SPT = 2,000 psf
 11. 1.5K SPT = 2,000 psf
 12. 1.5K SPT = 2,000 psf
 13. 1.5K SPT = 2,000 psf
 14. 1.5K SPT = 2,000 psf
 15. 1.5K SPT = 2,000 psf
 16. 1.5K SPT = 2,000 psf
 17. 1.5K SPT = 2,000 psf
 18. 1.5K SPT = 2,000 psf
 19. 1.5K SPT = 2,000 psf
 20. 1.5K SPT = 2,000 psf
 21. 1.5K SPT = 2,000 psf
 22. 1.5K SPT = 2,000 psf
 23. 1.5K SPT = 2,000 psf
 24. 1.5K SPT = 2,000 psf
 25. 1.5K SPT = 2,000 psf
 26. 1.5K SPT = 2,000 psf
 27. 1.5K SPT = 2,000 psf
 28. 1.5K SPT = 2,000 psf
 29. 1.5K SPT = 2,000 psf
 30. 1.5K SPT = 2,000 psf
 31. 1.5K SPT = 2,000 psf
 32. 1.5K SPT = 2,000 psf
 33. 1.5K SPT = 2,000 psf
 34. 1.5K SPT = 2,000 psf
 35. 1.5K SPT = 2,000 psf
 36. 1.5K SPT = 2,000 psf
 37. 1.5K SPT = 2,000 psf
 38. 1.5K SPT = 2,000 psf
 39. 1.5K SPT = 2,000 psf
 40. 1.5K SPT = 2,000 psf
 41. 1.5K SPT = 2,000 psf
 42. 1.5K SPT = 2,000 psf
 43. 1.5K SPT = 2,000 psf
 44. 1.5K SPT = 2,000 psf
 45. 1.5K SPT = 2,000 psf
 46. 1.5K SPT = 2,000 psf
 47. 1.5K SPT = 2,000 psf
 48. 1.5K SPT = 2,000 psf
 49. 1.5K SPT = 2,000 psf
 50. 1.5K SPT = 2,000 psf
 51. 1.5K SPT = 2,000 psf
 52. 1.5K SPT = 2,000 psf
 53. 1.5K SPT = 2,000 psf
 54. 1.5K SPT = 2,000 psf
 55. 1.5K SPT = 2,000 psf
 56. 1.5K SPT = 2,000 psf
 57. 1.5K SPT = 2,000 psf
 58. 1.5K SPT = 2,000 psf
 59. 1.5K SPT = 2,000 psf
 60. 1.5K SPT = 2,000 psf
 61. 1.5K SPT = 2,000 psf
 62. 1.5K SPT = 2,000 psf
 63. 1.5K SPT = 2,000 psf
 64. 1.5K SPT = 2,000 psf
 65. 1.5K SPT = 2,000 psf
 66. 1.5K SPT = 2,000 psf
 67. 1.5K SPT = 2,000 psf
 68. 1.5K SPT = 2,000 psf
 69. 1.5K SPT = 2,000 psf
 70. 1.5K SPT = 2,000 psf
 71. 1.5K SPT = 2,000 psf
 72. 1.5K SPT = 2,000 psf
 73. 1.5K SPT = 2,000 psf
 74. 1.5K SPT = 2,000 psf
 75. 1.5K SPT = 2,000 psf
 76. 1.5K SPT = 2,000 psf
 77. 1.5K SPT = 2,000 psf
 78. 1.5K SPT = 2,000 psf
 79. 1.5K SPT = 2,000 psf
 80. 1.5K SPT = 2,000 psf
 81. 1.5K SPT = 2,000 psf
 82. 1.5K SPT = 2,000 psf
 83. 1.5K SPT = 2,000 psf
 84. 1.5K SPT = 2,000 psf
 85. 1.5K SPT = 2,000 psf
 86. 1.5K SPT = 2,000 psf
 87. 1.5K SPT = 2,000 psf
 88. 1.5K SPT = 2,000 psf
 89. 1.5K SPT = 2,000 psf
 90. 1.5K SPT = 2,000 psf
 91. 1.5K SPT = 2,000 psf
 92. 1.5K SPT = 2,000 psf
 93. 1.5K SPT = 2,000 psf
 94. 1.5K SPT = 2,000 psf
 95. 1.5K SPT = 2,000 psf
 96. 1.5K SPT = 2,000 psf
 97. 1.5K SPT = 2,000 psf
 98. 1.5K SPT = 2,000 psf
 99. 1.5K SPT = 2,000 psf
 100. 1.5K SPT = 2,000 psf

FOUNDATION PLAN
 SCALE 1/4"=1'-0"
PLAN NOTES:
 (1) NO HOLES THROUGH CONG. MAT SLAB ARE ALLOWED WITHOUT APPROVAL FROM STRUCTURAL ENGINEER.
 (2) SLOPE SLAB SURFACE AS NEEDED FOR DRAINAGE. SLAB MUST MAINTAIN THE MINIMUM REQUIRED 1/4" SLOPE. STEEL DECK LINES AND COLLARS MUST REMAIN TRUE AND SOUND.
 (3) ALL ASSUMED SOIL VALUES STATED ON THE DRAWINGS SHALL BE VERIFIED BY A LICENSED GEOTECHNICAL ENGINEER IN WRITING. FOLLOWING WRITE CORRECTIONS PRIOR TO PLACING CONCRETE FOR FOOTINGS OR WALLS IS TO BE TAKEN BY OWNER OR SUPPLIER. GEOTECHNICAL ASSUMES NO LIABILITY FOR ACTUAL SOIL CONDITIONS PRESENT.
 (4) GENERAL CONTRACTOR TO COORDINATE WITH ELECTRICAL CONTRACTOR FOR BUILDING GROUNDS VES. ATTACHMENT TO FOUNDATION PLAN.
 (5) 4" CONCRETE HOUSEKEEPING PADS BY G.C. MIN MAX 4" 18" DIA. TO BE CURED IN SLAB. G.C. TO VERIFY SIZE, NUMBER AND LOCATION WITH MECHANICAL / ELECTRICAL.
 (6) "E" OR "REF" INDICATES EXISTING CONSTRUCTION. LISTED MEMBER SIZE IS DIMENSION AND ASSUMED FIELD VENT. AS NOTED.
 (7) "V" OR "VER" INDICATES THAT DIMENSION IS TO BE FIELD VERIFIED PRIOR TO INITIAL FABRICATION. CONCRETE CONSTRUCTION OR STEEL FABRICATION ETC.
 (8) 6" x 6" x 12" LONG DECKING EMBEDDED INTO MAT SLAB IS TO BE FULLY SET. LOCATION IN FUTURE CONVERTOR SUPPLIER PRIOR TO CASTING MAT SLAB.
 (9) 6" x 6" x 12" LONG DECKING EMBEDDED INTO MAT SLAB IS TO BE FULLY SET. LOCATION IN FUTURE CONVERTOR SUPPLIER PRIOR TO CASTING MAT SLAB.





PLANNING DEPARTMENT

Date: November 16, 2023

Attn: Robertson Metal Recycling
195 28th Ave E
Dickinson, ND 58601
(701) 227-4947
CC: Daniel Robertson
(701) 567-3198

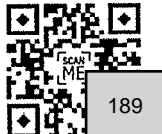
RE: November 2, 2023 Pre-application Meeting Response Letter

Dear Mr. Robertson,

Thank you for meeting with City staff on November 2, 2023 for a discussion regarding your development request. This letter serves as an outline of the request, a summary of the pre-application meeting discussion, and individualized responses from Planning, Buildings, Engineering, Fire Department, Assessing, and/or Public Works Departments. Links to information regarding development application processes are located at the end of this document.

In Attendance:

- Reggie Robertson
- Brian Robertson
- Daniel Robertson
- Todd O'Donnell, Senior Fire Inspector
- Josh Skluzacek, City Engineer and Community Development Director
- Leonard Schwindt, City Building Official
- Aaron Praus, Solid Waste Manager & Interim Deputy Public Works Director
- Dustin Dassinger, City Administrator
- Steve Josephson, City/County Planner
- Sylvia Miller, Executive Assistant to the Community Development Director
- Matthew Galibert, City Planner
- Loretta Marshik, Assistant City Engineer



Project Description:

Staff approached the property owner in order to inform them of the requirement to apply for a Special Use Permit to allow Heavy Industrial uses in the General Industrial zoning district. The property owner wished to fully exchange information regarding the development plan to upscale the intensity of the current metal recycling operations and any possible requirements or concerns of the City of Dickinson. The intention, as stated by Robertson Metal Recycling, is for the addition of larger metal shredding apparatus; the purpose for which is to recycle metal equipment, vehicles and similar or incidental implements.

Concerns regarding potential noise nuisance apropos of nearby land uses and general traffic impacts. These concerns are being addressed through the pre-application meeting and response letter, and may lead to further coordination and/or conditions placed upon a Special Use Permit to run with the land.

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

- Print presentation: brochure of the equipment and installation.

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

Planning:

The property is zoned General Industrial (GI) and it is located in the Energy Center 1st Addition Subdivision. An auto salvage and recycling processing operation is currently operating on the property. The addition of the proposed large metal shredder could potentially create the noise and vibration associated with a Heavy Industrial Use as described in Section 39.03.009 of the City Zoning Code. A Heavy Industrial Use in the GI zoning district requires approval of a Special Use Permit (SUP) by the City Commission. City Development staff is requesting the property owner apply for a SUP. Approval of a SUP would ensure this project will not conflict with surrounding development and would include conditions that could mitigate effects of operations that could adversely impact both the residential zoning districts located approximately one mile northwest of the property as well as the General Commercial zoning district within the vicinity of the property.

Special Use Permit (SUP) Application: Information regarding how to apply for a SUP and the Planning and Zoning Commission meeting dates is provided at the end of this document. In addition to addressing the criteria listed in Table 12-1 as found in Section 39.12.003 of the City Zoning Code, the applicant shall also provide information regarding how noise generated by operations will be limited. Any barrier wall and/or enhanced screening shall be displayed on the SUP site plan. The applicant shall also address information regarding anticipated truck routes and truck volume.

In addition to noise generation and traffic impacts, Development staff recommends the SUP application address the followings:

- Electricity consumption;
- Frequency/risk/impact of potential on-site explosions from flammable chemicals; and
- Measures to be taken to negotiate with any concerned nearby property owners.

The general timeline for approval of a special use permit is as follows:

- One Planning & Zoning Commission public hearing with 15 days public notice
- Final approval of the SUP resolution at City Commission.

When applying, please submit all materials by the first Friday of the month preceding the desired Planning & Zoning Commission meeting date. As of the date of this letter, the next available meeting is January 17, 2024. For that meeting, please apply by December 1st.

In addition to the required items listed above, a complete application shall include the following documentation:

- Pre-Application Date / Response Letter;
- Transmittal letter / narrative describing proposed operations/activities and reasons for the application;
- Title Opinion reflecting ownership by Applicant(s)
 - If applicant does not own the subject property, also include affidavit of interests / agent of owner statement indicating legal interest by the property owner; and
- A .pdf of the site exhibit, at not less than 1" = 20' scale

Engineering:

- Floodplain
 - Not applicable to this property
- Water
 - Service line from the water main in 28th Ave E
 - Fire suppression service lines shall be separate from the service line. If a fire hydrant is required, an easement shall be provided for the fire hydrant to ensure access by City of Dickinson staff. Any fire hydrants shall be owned and maintained by the City of Dickinson, but the owner is responsible for the engineering, design, permitting, and installation of all mains and fire hydrants. Please provide your average and peak demand with the time of day you intent to utilize the water being you mentioned your current plans are to utilize the most water at night.
 - Water mains, fire suppression service lines, and services shall be design and constructed as per Article 38 of the Water and Sewers ordinance. These shall also be permitted to meet all North Dakota Department of Environmental Quality requirements.

- Sanitary Sewer
 - Service line can connect to the main in 28th Ave E.
 - Sanitary sewer and services shall be design and constructed as per Article 38 of the Water and Sewers ordinance. This shall also be permitted to meet all North Dakota Department of Environmental Quality requirements.
- Storm Sewer
 - Storm sewer design and a storm water report will not be required being the site is changes are minimal.
- Geotechnical/Foundation
 - Please provide any Geotechnical and/or foundation engineering drawings, reports, or other documents you have prepared.

Assessing:
No comments.

Fire Department:
No comments.

Parks & Recreation:
No comments.

Public Works:
No comments.

- Buildings Official:**
- Building fire suppression requirements by the City of Dickinson are not more required than the International Building Code.
 - A building permit application will be required to follow the City of Dickinson Municipal Code
 - Plumbing inspections will be provided by the City of Dickinson.
 - Electric inspections will be provided by the State of North Dakota.

This letter assumes to be specific to only property owned and operated by those represented by Andrew Schrank in these matters. It also assumes no other significant changes from what is included in the background information and request to the City of Dickinson. If significant changes from what is included in this letter occur, the City of Dickinson recommendations and requirements will likely change.

City GIS maps:

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

Municipal codes directory:

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

Upcoming Planning & Zoning / City Commission meetings:

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

Applications Portal:

<https://www.dickinsongov.com/government/page/application-portal>

Sincerely,



Matthew P. Galibert
City Planner



Joshua M. Skluzacek
Engineering and Community Development

Please do not hesitate to contact staff further.

Planning: 701.456.7812 / matthew.galibert@dickinsongov.com.

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

Attn: City of Dickinson
Planning department
38 1st Street W
Dickinson, ND 58601

We're installing an American Pulverizer 80 X 104 hammermill (shredder) for the purpose of processing car bodies, farm and industrial scrap. All fluids and contaminates will be removed before being induced in the shredder.

Sound suppression will be accomplished by using Acoustiblock sound suppression barriers. This material provides 27 db sound reduction.

The duration of this hammermill/shredder is for 20 plus years.

Electricity consumption is 8500 KVA. We've been in discussion with Shawn Olson, Line Superintendent for Roughrider Electric Cooperative. Shawn has approved our request for service and we have advanced Roughrider money to pay for connecting to service.


Explosions occur with shredders if gasoline or propane tanks are inadvertently shredded.

The first line of defense against explosions is a through inspection of material prior to shredding, the next level of protection is the shredder box which is 4" thick steel with 3" liners. Explosive force will not escape the box but sound will.

We have preordered enough acoustifence to erect a sound barrier 40 feet high around the shredder box.

We are erecting a 20 foot tall steel fence around Lot 6 where the shredder will be located. Traffic into our yard should not increase more than 5 trucks a day and then material will be moved within our yard and exit by railroad. This shredder will have minimum impact on street traffic.

We have through a broker offered to buy out our closest residential neighbor. We were initially turned down but will continue to try.



SUP-001-2024

Special Use Permit

Robertson Metal Recycling Heavy Industrial Use for a Car Shredder



From: [Matthew Galibert](#)
To: [Sylvia Miller](#)
Subject: FW: Robertson Recycling/American Pulverizer
Date: Wednesday, January 17, 2024 5:41:04 AM

FYI – Feedback from IEC Environmental Engineering on behalf of Robertson’s Metal Recycling

MATTHEW GALIBERT
 CITY PLANNER

Tel: 701.456.7744 O: 701.456.7812
 C: 701.513.8532



From: Lydia Crabtree <lydia@iecnashville.com>
Sent: Tuesday, January 16, 2024 5:39 PM
To: Matthew Galibert <Matthew.Galibert@dickinsongov.com>
Cc: Claiborne Thornton <claiborne@iecnashville.com>; daniel@robertsonmetal.com;
 reggie@robertsonmetal.com
Subject: Robertson Recycling/American Pulverizer

Hi Matthew,

Thanks for taking time to speak with me today. This email will provide three focused areas of information: 1) Conditions in place that will promote safe environmental operations of the Robertson Metal Recycling, LLC shredder, 2) Address the need for the operational zoning permit to extended beyond annual renewal, and 3) provide information from the Institute of Scrap Recycling Industries, Inc (ISRI) which is an organization promoting the safe, economically sustainable and environmentally responsible recycling through networking, advocacy, and education.

Conditions currently in place at Robertson Metal Recycling:

- Complying with applicable permits - The facility will obtain and comply with applicable permits including as necessary air, stormwater, and waste. This includes complying with state, county, and city rules and ordinances.
- Accepting safe recyclable materials - Signs will be posted identifying materials/scrap not accepted at the recycling facility. Operators will inspect incoming scrap to ensure it has been drained of liquids, and that batteries have been removed. Scrap with fluids or batteries will not be put in the shredder. Signage identifying acceptable scrap material and inspecting to identify improper scrap are standard best management controls in the metals recycling industry to mitigate receiving hazardous waste, and to protect the facility and equipment from fires.
- Fugitive air emissions - The shredder has an automated water injection system to reduce dust emissions. The facility is installing a 40-foot-high barrier around the shredder and a 20-foot-high barrier around the property that will help reduce dust migration as well as dampening noise. The facility has applied and will comply with an air pollution control permit through the North Dakota Department of Environmental Quality. The facility will monitor wind direction both using a wind sock at the site as well as monitoring wind direction on a weather app, and will not operate when the wind direction would directly blow from the facility onto the adjacent residential property.
- Noise - The facility will erect a 40-foot-high noise barrier around the shredder using

Acoustifense. The facility will also erect a 20-foot-high steel barrier, and if necessary will line the steel barrier with additional noise dampening/absorbing material. This will allow the facility to comply with local noise ordinances of 80 dBa from 7:00am to 11:00pm, and 75 dBa from 11:00pm to 7:00am.

- Vibration - The facility ordered a shredder with vibration dampening springs that reduce vibration by 90%. The shredder is on a concrete foundation that was engineered to absorb the other 10%. The foundation slab is 340 yards of concrete reinforced with 125,000 pounds of rebar for a total weight of 1,500,000 pounds.
- Truck traffic - The facility currently has approximately 50 customer vehicles coming through the yard on an average day. The facility anticipates an additional 5 semi-trucks per day (total of 55 vehicles) as it increases to receiving 2,500 tons of scrap per month.

Request the permit not be an annual renewal:

Robertson Recycling has spent \$2.5 million on this shredder installation and by the time the shredder is complete with non-ferrous downstream the facility estimates they will have over \$10 million invested. Therefore, annual renewal will not provide the assurance that is needed to have a return on a \$10 million investment. Financial institutions will not invest with the uncertainty that the shredder could not be allowed to operate in a year. Robertson Recycling is committed to addressing credible nuisance complaints in a timely manner, and requests to be promptly notified of credible complaints.

Institute of Scrap Recycling Industries, Inc (ISRI):

ISRI is a 3rd party organization promoting safe, economically sustainable and environmentally responsible recycling through networking, advocacy, and education. ISRI provided recommendations and guidance to companies operating in the scrap recycling industry. ISRI's environmental guidance can be referenced at: [ISRI Environmental Guidance](#).

Robertson Recycling will also provide this information in a letter format that can be given to committee members at tomorrow morning's meeting. You can reach me at Lydia@iecnashville.com or 615-202-1311.

Sincerely,
Lydia Crabtree, CSP



Lydia Crabtree, CSP
 Environmental, Health, and Safety
 Program Manager • 615.730.5059

From: Dickinson ND <noreply@civicplus.com>
Sent: Wednesday, January 10, 2024 3:14 PM
To: Joshua Skluzacek <Joshua.Skluzacek@dickinsongov.com>
Subject: Webform submission from: Citizen Concern

Submitted on Wed, 01/10/2024 - 3:13 PM

Submitted by: Anonymous

Submitted values are:

Request Type
Zoning Violation

Contact
Lori Sticka
lrsticka@gmail.com

Subject
Project:SUP-001-2024

Message
I ask that this special use permit be denied, if you do your research you will find these produce hazardous fumes, dust(auto fluff), and loud noise and the hammer mills will shake our house as only 300 feet away. We can't live in these circumstances and conditions. Aren't we allowed to live And enjoy our home and yard-would any of you approve of this permit if it were next to your home???? When we purchased our forever home we were in the county with cows in a pasture next to us. Beautiful and peaceful. This auto salvage yard should have never been allowed to be here in first place(no fault of their own) as city allowed it. The city should help this business in moving to a location where there is no homes or businesses near by. I beg you to deny special use permit-it is wrong on so many levels. Where are our rights to live in safe environment. It was when we moved here.

From: Dickinson ND <noreply@civicplus.com>
Sent: Wednesday, January 10, 2024 10:09 AM
To: Sylvia Miller
Subject: Project:SUP-001-2024

Name: Lori Sticka
Email: lrsticka@gmail.com

Message: I have sent via mail supporting evidence of the hazards of a car shredder, noise, fumes and dust(auto fluff). Please read and consider before making a decision. I respectfully ask that you deny the special use permit. Our life's would be put at risk. Thank you.

From: Dickinson ND <noreply@civicplus.com>
Sent: Tuesday, January 9, 2024 5:49 PM
To: Sylvia Miller
Subject: Project:SUP-001-2024

Name: Lori sticka
Email: lrsticka@gmail.com

Message: We received notice today of public hearing on placing an American pulverizer car shredder within 300 feet of our home. I have done research on this and have found the noise level and dust(fluff) produced from this operation is hazardous. There are currently lawsuits in Chicago and Pittsburgh about these hazards. The EPA has stepped in. In the researched it has shown if these machines are put inside buildings with noise reducing panels and proper capture of the dust it is recommended. I would ask that this permit be denied as we are getting up there in age and spend the majority of our time at our home. With this noise level and dust, it would make it inhabitants. We often have grandchildren at our home and I wouldn't want them exposed to the noise and hazardous fumes,dust etc. Please consider our health and concerns with this project. If it is approved please enforce a noise reduction fence and fumes are properly contained and regulations are followed. I have contacted the ND EPA department to get their input. I have articles,etc. That I can

forward to your board. Please decline this special use permit.

Prusticka
 2691 East Villard Street
 Dickinson, ND 58601
 January 10, 2024

Dickinson Planning + Zoning Commission
 38 1st Street West
 Dickinson, ND 58601

I am writing in regards to project SUP-001-2024 as I won't be able to attend public meeting due to medical issue.

I would ask that this special use permit be denied due to the hazardous fumes, dust (auto fluff) + noise + the close proximity to our home.

As I have told the city many times before, when we were annexed back in the 80's we were assured by Art Baumgartner nothing but storage or in + out business would be allowed.

When we purchased our "forever home" we were in the country - we had cows next door.

I don't know how a heavy metal salvage yard was ever allowed to move in, but to no fault of Robertson's - they have a business to run - but we live here 24/7. As homeowners don't we have a right to enjoy our home + yard. As it is the are days we can't be outside or open

windows due to noise & smell.

I have done research on these car shredders & they are loud, cause alot of fumes & dust (auto fluff). They are considered hazardous & have been known to cause heart & health issues.

Please read attached articles - as I have complained to city many times that they should help relocate this business to an out of town location. Brenton workers are outside alot & I would think it would also affect them.

I respectfully ask that this special use permit be declined. I feel we have a right to enjoy our home - please ask yourselves would you want this next to your home that you have invested your life savings in.

Please decline special use permit
SUP-001-2024

Respectfully,

Jeri Sticka

Ronald Sticka

Cahill says iron dust, which auto shredders produce a lot of, is highly toxic and can cause breathing and heart problems.

Oct 17, 2018

N <https://www.nrdc.org> > stories > cru...



Crushing Cars Is a Loud, Smelly Business That's Terrible for Air Quality

Is auto shredder fluff hazardous?

Tiny particles of metal from the shredder and dust from the facility are also concerns from an air quality and public health perspective. In addition, **processing of auto shredder residue produces “auto fluff,” a material that can qualify for treatment as a hazardous waste.** Aug 2, 2018

 <https://www.nrdc.org> > bio > whats-...

What's the Problem with a Facility that

Noise Control for a Metal Shredder and Recycling System

Luke A. Saxelby, j.c. brennan & associates, Inc., Auburn, California

This article examines the performance of a building enclosure for controlling community noise associated with a metal shredder and recycling system. The building enclosure was found to exceed expected performance. Additionally, community response is positive regarding the noise control performance of the enclosure.

Environmental noise control measures were implemented for a large metal recycling system. The shredder is capable of processing up to 60-inch-wide objects for crushing and recycling, such as appliances, engine blocks, and various scrap metal. The shredder is powered by a 1,000-HP electric motor and has an hourly capacity of 20 tons of material.

Background

The proposed shredder consisted of a 60 x 60 American Pulverizer Shredding System. The shredder is capable of accepting material up to 60 inches wide and is equipped with a 1,000-HP electric motor. The shredder receives raw material into the shredding hopper via a conveyor system. Shredded material is sorted using a system of magnets and Eddy-current separators. Sorted material is placed in stockpiles around the shredder through a conveyor system. Figures 1 and 2 show the proposed shredder system before construction of the noise enclosure building.

The proposed shredder was to be located within approximately 500 feet of the nearest noise-sensitive residential area and would operate continuously during daytime (7 a.m. to 5 p.m.) work hours, up to six days per week. Figure 3 shows the location of the shredder and sensitive receptors located around the project site.

Under the local noise ordinances, the shredder cannot exceed an hourly L_{eq} of 55 dBA at the property line of the residential area.

Evaluating Shredder Noise Levels

To assess noise levels from the proposed shredder, reference data were collected for a similar American Pulverizer shredder. The shredder was slightly larger, with a material capacity of up to 85 inches. The data indicated that the shredder would generate noise levels up to 82 dBA L_{eq} at a distance of 180 - 200 feet. The reference data also indicated that the noise source was fairly broadband across the 250 - 2,000-Hertz octave spectrum. Figure 4

Based on a paper presented at Noise-Con 2011, INCE 25th Annual Conference, Portland, OR, July 2011.



Figure 1. Shredder system (left side).

shows the measured shredder noise level spectrum at 180 - 200 feet.

The reference noise level data were used with Equation 1 to evaluate the shredder noise levels at the nearest property line

$$L_2 = L_1 - 20 \times \text{Log} \left(\frac{d_2}{d_1} \right) \quad (1)$$

where:

L_1 = Reference sound pressure level, dBA

L_2 = Sound pressure level at residential property line (500 feet)

d_1 = Distance from source to L_1 (200 feet)

d_2 = Distance from source to L_2 (500 feet)

Based on this formula and the reference sound level at 200 feet, the proposed equipment could reach 74 dBA L_{eq} at the adjacent residential property line. Therefore, noise control measures were needed to reduce shredder noise levels by a minimum of 19 dBA to comply with the local noise ordinance. An analysis of a building enclosure was performed to achieve the required 19 dBA noise level reduction.

Evaluating Shredder Noise Control Measures

As noted above, shredder noise levels were predicted to ex-

Table 1. Environmental noise model input.

Input Description	Size	Octave Bands, Hz								
		31.5	63	125	250	500	1k	2k	4k	
Source Sound Power Levels, dBA	NA	79	101	112	119	121	123	123	119	
Sound Transmission Loss Values:										
North Wall	2,048 ft ²	7	10	13	17	22	21	23	25	
South Wall	2,048 ft ²	7	10	13	17	22	21	23	25	
West Wall	1,728 ft ²	7	10	13	17	22	21	23	25	
East Wall	1,728 ft ²	7	10	13	17	22	21	23	25	
Roof	3,456 ft ²	7	10	13	17	22	21	23	25	
North Wall Opening (Conveyer Belt)	120 ft ²	0	0	0	0	0	0	0	0	
East Wall Opening (Conveyer Belt)	7.7 ft ²	0	0	0	0	0	0	0	0	
South Wall Opening (Conveyer Belt)	25 ft ²	0	0	0	0	0	0	0	0	
Absorption Coefficients:										
North Wall	2,048 ft ²	0.2	0.2	0.64	1.14	1.09	0.99	1.00	1.21	
South Wall	2,048 ft ²	0.2	0.2	0.64	1.14	1.09	0.99	1.00	1.21	
West Wall	1,728 ft ²	0.2	0.2	0.64	1.14	1.09	0.99	1.00	1.21	
East Wall	1,728 ft ²	0.2	0.2	0.64	1.14	1.09	0.99	1.00	1.21	
Roof	3,456 ft ²	0.2	0.2	0.64	1.14	1.09	0.99	1.00	1.21	
North Wall Opening (Conveyer Belt)	120 ft ²	1	1	1	1	1	1	1	1	
East Wall Opening (Conveyer Belt)	7.7 ft ²	1	1	1	1	1	1	1	1	
South Wall Opening (Conveyer Belt)	25 ft ²	1	1	1	1	1	1	1	1	



Figure 2. Shredder system conveyor.



Figure 3. Aerial photo of shredder site.

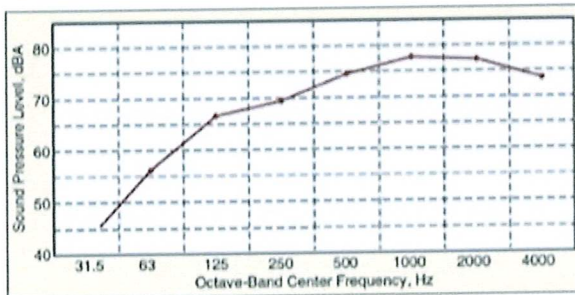


Figure 4. Shredder sound spectrum (180 - 200 feet).

ceed the local noise ordinance hourly criteria of 55 dBA L_{eq} by approximately 19 dBA (74 dBA L_{eq}). To obtain a 19 dBA L_{eq} noise reduction and compliance with the local noise ordinance, the environmental noise model (ENM) ¹ was used to estimate the noise reduction that could be achieved by enclosing the proposed shredder.

Input to the ENM model included source sound power levels, size and location of walls and roof, estimated sound transmission loss values for each façade and absorption coefficients of fiberglass batts lining the interior of the building.

Sound transmission loss values for the 22-gauge, steel-sided building were estimated by use of the Insul ² acoustical prediction model. Absorption coefficients for the Fiberglass lining were obtained from Owens Corning.

Table 1 shows the input values for each of the modeled building components. Figure 5 shows the estimated shredder noise levels with and without the building enclosure at the nearest residential property line.

Field Evaluation of Noise Control Measures

Field measurements were conducted to evaluate recommended noise control measures for the metal shredder and recycling system. The measurements indicated that the shredder generated noise levels of 48 dBA L_{eq} at the closest residential property line.

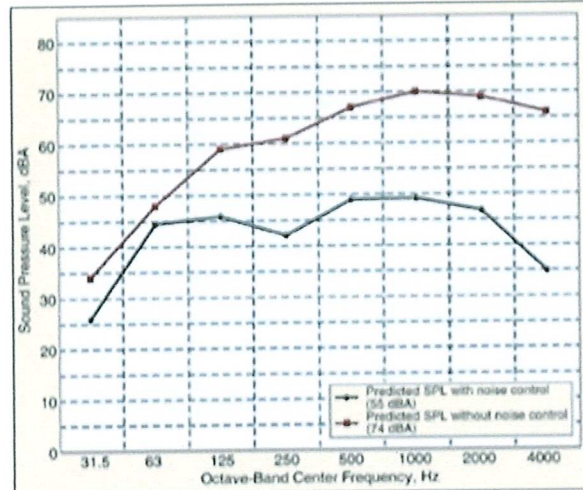


Figure 5. Predicted SPL with and without noise control measures.

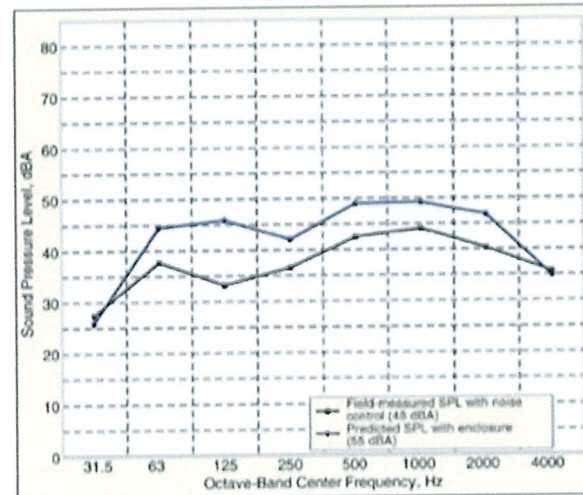


Figure 6. Field-measured SPL (with noise control) vs. predicted levels (with noise control).

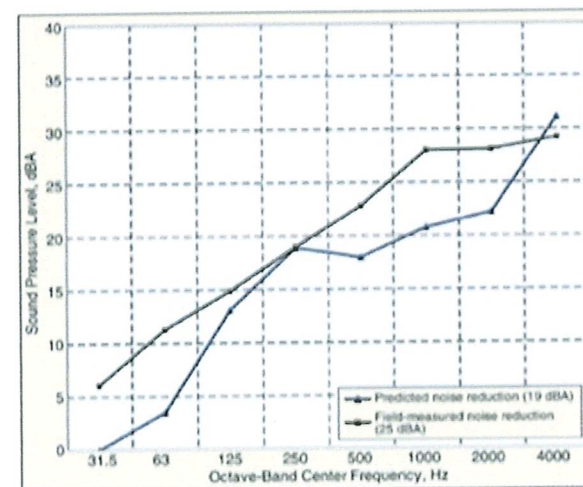


Figure 7. Field-measured noise reduction vs. predicted noise reduction.

Based on this noise level measurement, shredder noise levels were 26 dBA less than the predicted noise level of 74 dBA L_{eq} (no noise control). Field observations indicated that the shredder was barely audible over existing ambient noise levels. Figure 6 shows the measured shredder noise levels with the enclosure. Figure 7



Figure 8. Shredder system enclosed (right side).

shows the predicted noise reduction (NR) values, and measured NR after building construction. Figures 8 and 9 show the shredder building enclosure.

Conclusions

Based on the field-measured noise reduction of approximately 26 dBA, the building noise enclosure is performing approximately 7 dBA better than predicted through the ENM modeling process. And based on field observations, the differences between predicted and field-measured values of SPL and NR are most likely due to:

- The three shredder enclosure openings required for conveyor access were smaller than assumed in the enclosure analysis.
- Sound pressure levels were collected for a larger shredding system than the one used for this project.

The noise enclosure building proved to be an excellent solution for controlling excessive noise from the metal shredding system.



Figure 9. Shredder conveyor opening.

Responses from both the project applicant and local jurisdiction have been extremely favorable.

Acknowledgements

J.C. Brennan & Associates would like to thank Daly-Standlee & Associates, Inc. for its assistance in collecting reference level data on this project.

References

1. Environmental Noise Model (ENM), RTA Technology PTY, LTD, Version 3.06.
2. Insul Sound Insulation Prediction Software, Marshall Day Acoustics 2007, Version 6.2. 

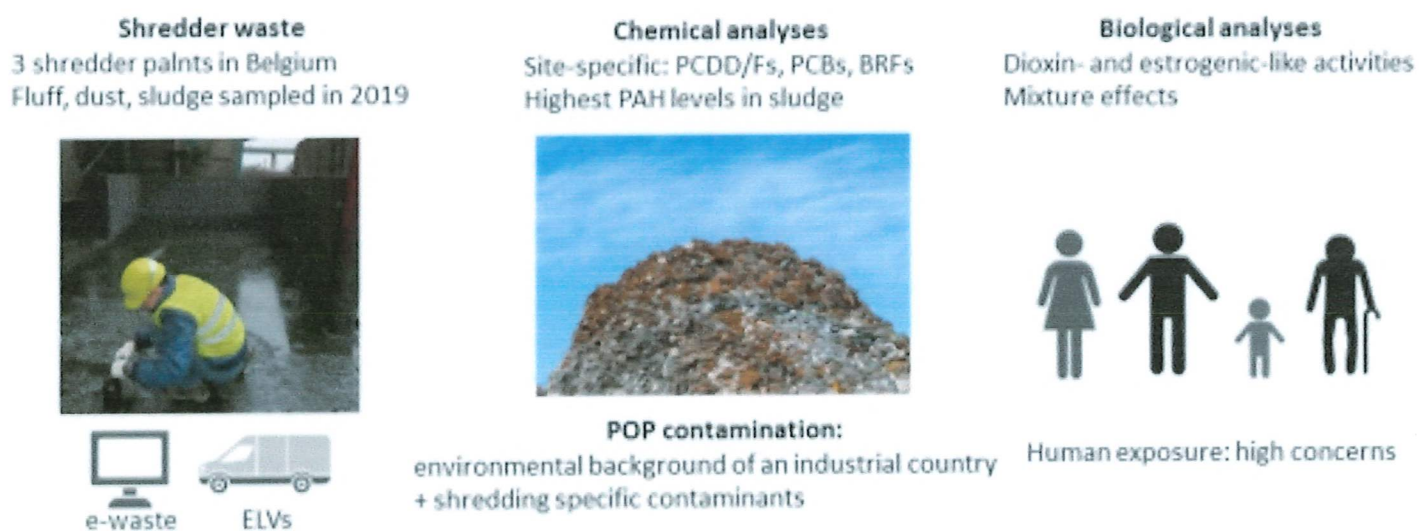
The author can be reached at: lsaxelby@jcbrennanassoc.com.

Abstract

End-of-life vehicles and e-waste contain several hazardous substances that can contaminate the environment during treatment processes. Occurrences and adverse effects of toxic organic pollutants emitted from 3 shredder plants located in Wallonia, Belgium, were investigated by chemical and biological analyses of fluff, dust, and scrubbing sludge sampled in 2019. Site 1 showed the highest concentrations of chlorinated compounds in sludge with 7.5 ng/g polychlorinated dibenzo-dioxins/furans and 84.5 µg/g estimated total polychlorinated biphenyls, while site 3 led the brominated flame retardant levels in dust (53.4 µg/g). The level of polycyclic aromatic hydrocarbons was highest in the sludge samples, 78 and 71 µg/g for sites 2 and 3, respectively. The samples induced significant dioxin-like activities in murine and human cells at concentrations of around 0.01–0.1 and 0.5–1 ng (sample) per ml (medium), respectively, with the efficacy similar to 2,3,7,8-tetrachlorodibenzodioxin and EC₅₀ values of around 1 and 10 ng/ml. The samples also displayed high estrogenic

activities, already at 1 ng/ml, and several induced a response as efficient as 17β-estradiol, albeit a low androgenic activity. Shredder workers were estimated to be highly exposed to dioxin-like compounds through dust ingestion and dermal absorption, which is of concern.

Graphical Abstract



4:47

5G 82%



The benefits of shredding in the recycling process are numerous, but operating shredders also comes with side effects, including dust and noise, that must be carefully considered. The noise factor is hard to miss, yet some shredder owners can find themselves subject to inspection agency fines, the complaints of neighbors and employee lawsuits because they failed to take sufficient measures to turn down the volume.



Auto shredders powered by motors of up to





Shredders increasingly are being enclosed in sheet metal buildings, which can provide environmental and safety benefits as well as alleviate dust- and noise-related nuisance complaints by neighbors. It is unclear, however, how or whether these buildings might trap more sound in the space surrounding the shredder’s operator.

Measurements taken for [a 2012 study](#) conducted by California-based [J.C. Brennan & Associates](#) showed that a 60-inch-by-60-inch shredder with a 1,000-horsepower electric motor created noise levels of up to 123 dB in the 2,000 octave band.

[Another study](#), published in 2014 for a shredding plant owner in Ireland, did not record decibel levels at source but showed the 85-dB threshold was at times reached or exceeded at the far edges of the shredder’s property.

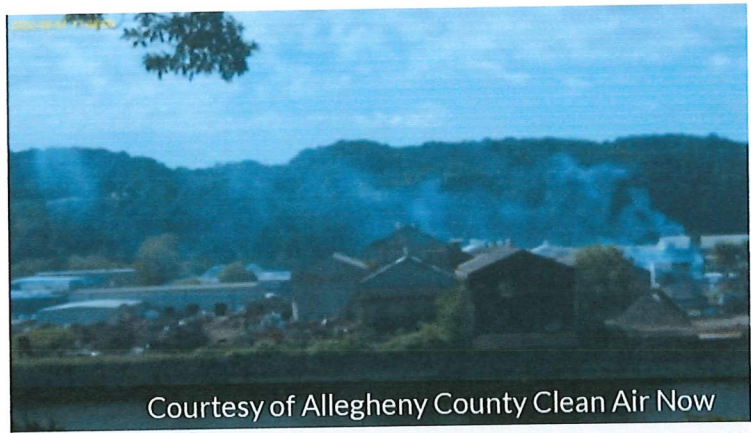
Shredder operators have long provided either ear plugs or earmuffs (or both in combination) to shredder cabin employees. Either can be effective, though [a 2009 study](#) by the United Kingdom’s Health and Safety



Pittsburgh-area auto shredder to reduce pollution, fumes and dust after EPA order

Company must reduce hours, remove fuel and batteries before shredding

Reid Frazier



Courtesy of Allegheny County Clean Air Now

Emissions at Metalico Pittsburgh, September 2021.



FEBRUARY 8, 2023 | 1:18 PM

The EPA has ordered a metal recycler near Pittsburgh to limit its hours of operations and its emissions, after years of complaints about smell, smoke and emissions from the site.

Officials from Metalico Pittsburgh, Inc., which shreds vehicles on Neville Island in the Ohio River, a few miles from Downtown Pittsburgh, signed the order in December. It was finalized in January.

The shredder has been a nuisance for those living nearby, said Angelo Taranto, of Allegheny County Citizens for Clean Air Now, or ACCAN, which has been advocating for the site to be cleaned up for years.

Neighbors have reported periodic explosions and fires at the plant, which



boasts on its website of shredding 6,000 cars a month.

The shredding can result in fires and smoke because the cars may still have fuel and other flammable material in them, Taranto said. As a result, residents have complained about smoke, sound, and the smell of burning plastic.

“It’s been extremely disruptive, particularly for those that are right close to the river,” Taranto said. “It makes people sick. They have to close up their houses in the summer. They can’t let their children out when the odor and the smoke is heavy.”

The EPA consent order limits the company to operating for a maximum of 10 hours per day, or eight hours during an air quality action day, when pollution



levels in the region are forecast to exceed federal health standards.

It also sets production limits for the scrap shredding at the plant of no more than 120 tons per hour, or 240,000 tons per year. The order set a limit on air pollution of no more than 50 tons per year of volatile organic compounds, airborne chemicals that form smog. And it sets additional reporting requirements for the plant.

Company officials did not respond to requests for comment.

Virginia Nurk, an EPA spokeswoman, said in an emailed statement the agency was “satisfied” the order “will bring an added level of human health and environmental protections for those living and working near this Allegheny





County facility. EPA will continue to work closely with state and local partners to ensure this matter is fully resolved.”

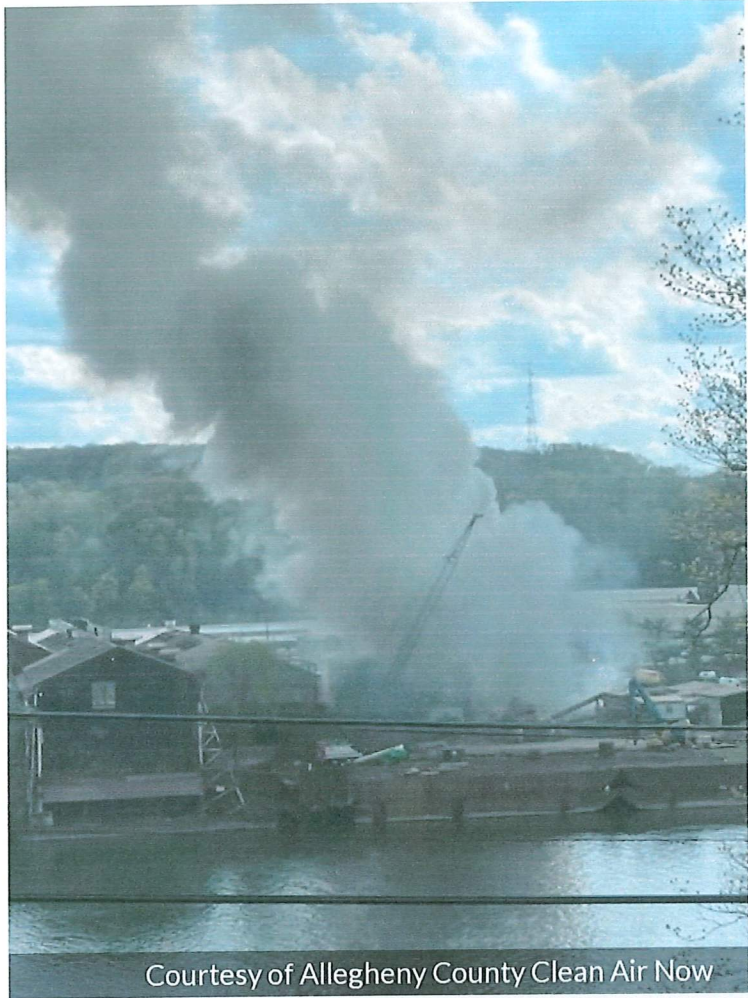
Metalico operates 21 other scrap metal recycling facilities in Pennsylvania, New York, New Jersey, West Virginia, Ohio and Mississippi. It is owned by the Chinese metal recycling firm Ye Chiu Group.



5:13

4G 78%

STATEIMPACT
PENNSYLVANIA



Courtesy of Allegheny County Clean Air Now

Smoke from a fire coming off Metalico Pittsburgh, April 14, 2021.

Oversight of the plant accelerated after a fire burned for hours in April 2021.

“It burned for over 6 hours, just generating this really horrific, toxic, dark



smoke that blew into (the nearby community of) Emsworth and beyond, forcing people to evacuate their homes. Some people had to stay away overnight,” Taranto said.

The consent order mandates the company write a plan to respond to fires. That includes the use of infrared cameras to scan for signs of fire, fire prevention and response training for staff, and the installation of a “water cannon’ or other fire suppression systems” on-site.

The company also remove flammable substances from cars and trucks before crushing them. The order states the company will drain autos of fuels and fluids, remove batteries from electric cars and hybrids, and take out pressurized hazardous liquid containers

5:13

4G 78%



before shredding. It must also use dust suppression techniques, like water spraying.

The recent consent order comes after an October 2021 notice of violation t EPA sent to the company. Using images from a camera that ACCAN set up near Metalico, the EPA identified several days when visible emissions swept off the site, in violation of the plant's air pollution permits. The EPA also determined the site had the potential to emit at least 50 tons per year of volatile organic compounds or VOCs. That would make it a 'major' source of VOCs, and subject to more stringent regulation.

EPA based its calculations on emissions data from other, similar-sized metal recyclers with shredders, and the



capacity of Metalico’s equipment that shreds flattened cars, appliances, and steel.

Metalico currently has a minor source operating permit from the Allegheny County Health Department, making it subject to fewer regulations than it would be if it were a ‘major’ source.

The EPA’s order allows it to remain a minor source, provided it adheres to the terms set out by the agency. Failing to comply with the order could result in fines for the company.



Editor's Picks





PLANNING

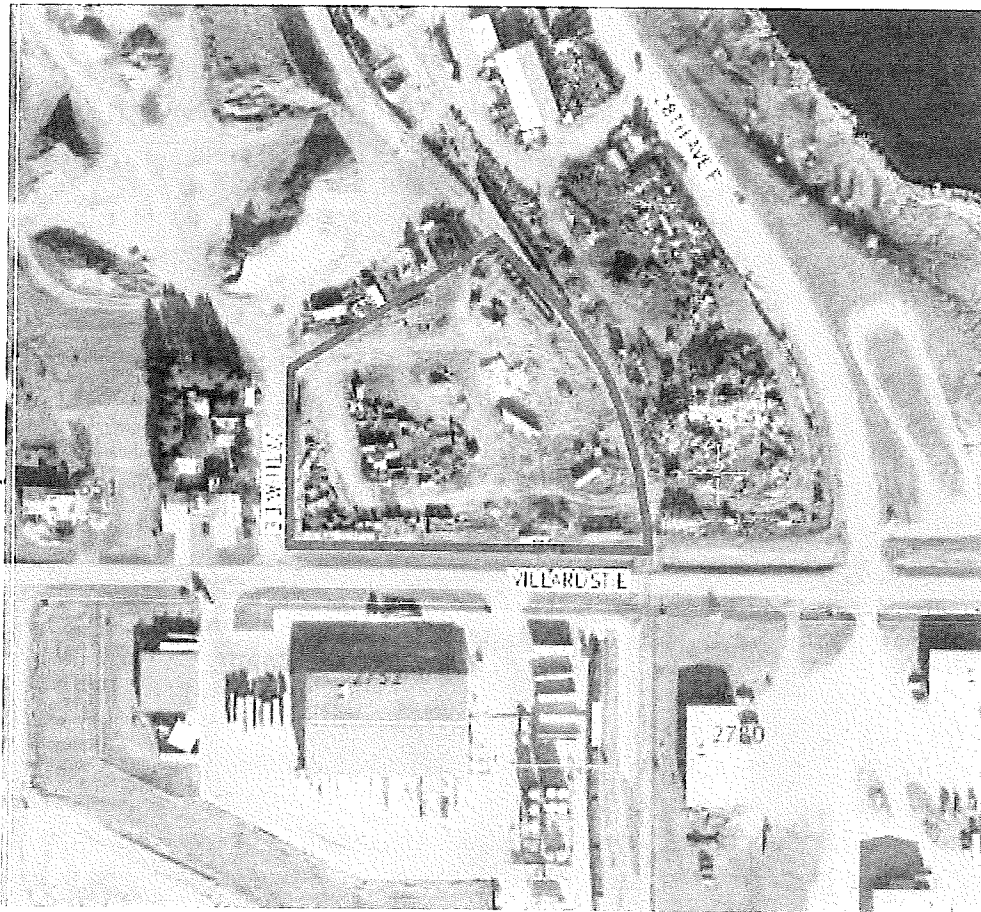
January 5, 2024

Public Notice

RE: Public Hearing before the Planning and Zoning Commission for project: SUP-001-2024

As a property owner within 300 feet of the proposed project you are hereby notified of a public hearing to consider a request for a:

1. **Special Use Permit to allow for a heavy industrial use ("American Pulverizer car shredder") in the General Industrial (GI) zoning district. The property is legally described as Lot 6, Block 2, Energy Center 1st Subdivision City of Dickinson, Stark County, North Dakota. This property is located in the City of Dickinson.**



The meeting is scheduled for **January 17th, 2024 at 7:10am in the City Hall Commission Room located at 38 1st Street W.** This meeting will be live-streamed on www.dickinsongov.com. If you have any questions or comments you can call in to the live meeting at 701-456-7006.



RESOLUTION NO. _____ - 2024

A RESOLUTION APPROVING A SPECIAL USE PERMIT TO ALLOW FOR A HEAVY INDUSTRIAL USE (“AMERICAN PULVERIZER CAR SHREDDER”) IN THE GENERAL INDUSTRIAL (GI) ZONING DISTRICT. THE PROPERTY IS LEGALLY DESCRIBED AS LOT 6, BLOCK 2, ENERGY CENTER 1ST SUBDIVISION, CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA.

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 Robertson Metal Recycling, LLC for a American Pulverizer Shredder, 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 Robertson Metal Recycling, LLC:

195 28th Ave East, Dickinson, ND 56801
Lot 6, Block 2, Energy Center 1st Subdivision

The Special Use Permit is subject to the following conditions:

1. The Special Use Permit runs with the land and requires an annual compliance review.
2. Nuisance complaints against the operations, including those relating to noise, vibration, odors, traffic, urban services, will be recorded as part of the annual review of the Special Use Permit. Staff will investigate any complaints and concerns and report any significant findings of nuisance to the Planning & Zoning Commission for further investigation and recommendation for the continuation of the Special Use Permit.
3. Operation of the facility shall comply with all applicable city, county, state and federal regulations.

4. The City’s approval Special Use Permit is conditioned upon the approval of the North Dakota Department of Environmental Quality Permit.
5. The special use will be developed in accordance with the SUP application.

Dated this _____ day of January, 2024.

Scott Decker, President
Board of City Commissioners

ATTEST:

Dustin Dassinger
Dickinson City Administrator

1. To consider a Special Use Permit to allow for a heavy industrial use (“American Pulverizer car shredder”) in the General Industrial (GI) zoning district. The property is legally described as Lot 6, Block 2, Energy Center 1st Subdivision City of Dickinson, Stark County, North Dakota. This property is located in the City of Dickinson.



STAFF REPORT

To: City of Dickinson Board of City Commissioners
From: City of Dickinson Planning
Date: December 11, 2023
Re: **REZ-006-2023 Highway Department Addition Rezone**

OWNER/APPLICANT

State of North Dakota Department of Transportation
 1700 3rd Ave W Suite 101
 Dickinson ND 58601
 rrayhorn@nd.gov
 701 483-2444

APPLICANT’S REPRESENTATIVE

Andrew Schrank
 Highlands Engineering
 319 24th Street East
 schrank@highlandseng.com
 701 483 2444

Public Hearing	December 20, 2023	Planning and Zoning Commission
Public Hearing	January 9, 2023	City Commission
Final Consideration	January 23, 2023	City Commission

EXECUTIVE SUMMARY

Legal Description: To consider a petition to rezone Block 1, Highway Department Addition located in the northwest quarter of Section 34, Township 140 North, Range 96 West, 5th Principal Meridian, City of Dickinson, Stark County, North Dakota, from Community Commercial (CC) to Public (P). The site consists of +/- 17.71 acres. This property is located within the City of Dickinson.

Request: The subject parcel is currently zoned CC, which does not permit maintenance facilities or equipment repair. Approval of a rezone to the P zoning district allows this land use upon approval of a Special Use Permit. The applicant concurrently seeks approval of a companion Special Use Permit (SUP) for this purpose.

Public Comments: None.

Staff Recommendation: Approval.

LOCATION

The property proposed for this rezone is legally described as Block 1 of the Highway Department Addition, and is located within the northwest quarter of Section 34, Township 140 North, Range 96 West, 5th Principal Meridian, City of Dickinson, Stark County, North Dakota. The subject parcel is generally located on 3rd Avenue W / Highway 22, opposite from Prairie Hills Mall.



CURRENT ZONING	GC
FUTURE LAND USE MAP DESIGNATION	Public/Civic
GROSS SITE ACREAGE	17.71 acres
LOTS PROPOSED	N/A

NEARBY ZONING & LAND USE		
Direction	Zoning	Land Use

North	GC and CC	Varied large-lot commercial and office services
East	R-3, R-1, R-2	Undeveloped residential
South	CC	Retail, hospitality, commercial services
West	CC, 3 rd Avenue corridor	Prairie Hills Mall, retail, restaurants (drive-through & general), financial services

STAFF ANALYSIS

The Public zoning district typically includes land uses which serve the community at large and are generally beneficial to all residents. The majority of publicly zoned lands in Dickinson are designated for recreation use and daily access by the community. However, in some cases, such as with the wastewater treatment plant on Broadway Street and the bus barn located on 40th Street E, Public zoning is used to enable relatively industrial land uses when it is in service to the entire community.

The NDDOT operations at the subject parcel are demonstrably non-commercial in nature and serve the public good. The applicant seeks relief from the Community Commercial development requirements being the city developed around the subject property over time and the property owner has stated no intentions to relocate operations in the future. While the proposed uses will retain an industrial aspect, city staff is confident that the applicant is willing and capable of satisfying both the Public zoning requirements and the Corridor Overlay Requirements promulgated along 3rd Avenue W.

Staff’s review of the applicant's intentions for this petition and the associated Special Use Permit request suggests that approval of the applicant’s petitions and future operations are unlikely to change current community development conditions. Those current conditions are described below in **Compatibility with Local Uses**.

(Regarding the companion SUP request for a maintenance facility)

A proposed maintenance facility will be located near the geometric center of the property (Appendix A). According to the applicant’s Transmittal Letter, “[t]he proposed storage building [(maintenance facility)] will allow a space to park some trucks indoors where they will not be visible,” “[t]he proposed project will not affect existing traffic patterns.” Additional details are provided within the staff report for the adjoining Special Use Permit, SUP-005-2023.

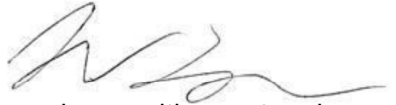
STAFF REVIEW AND RECOMMENDATIONS

Compatibility with Local Uses: The uses on this parcel appear to be in mild but long-term conflict with adjacent local uses. Most notably, the development to the east of the property is undeveloped residential. A combination of the industrial appearance of the NDDOT property and a lack of street connections from the east side of the property to 14th Street E may be contributing to a lack of residential development interest in this area (see Appendix B).

Compliance with Zoning and Subdivision Regulations: If approved, the subject parcel will comply with requirements as set forth by Articles 39 Zoning and 34 Subdivision.

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

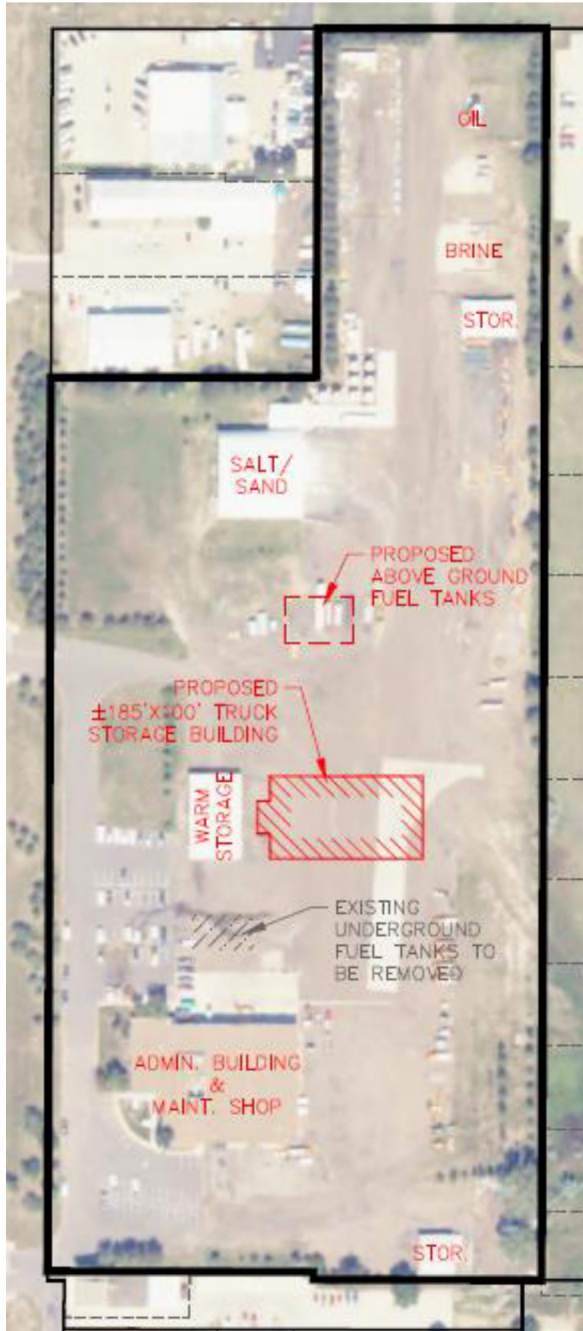
Staff Recommendation: The City Development Team staff recommends **approval** of this rezone petition.



Matthew Galibert, City Planner

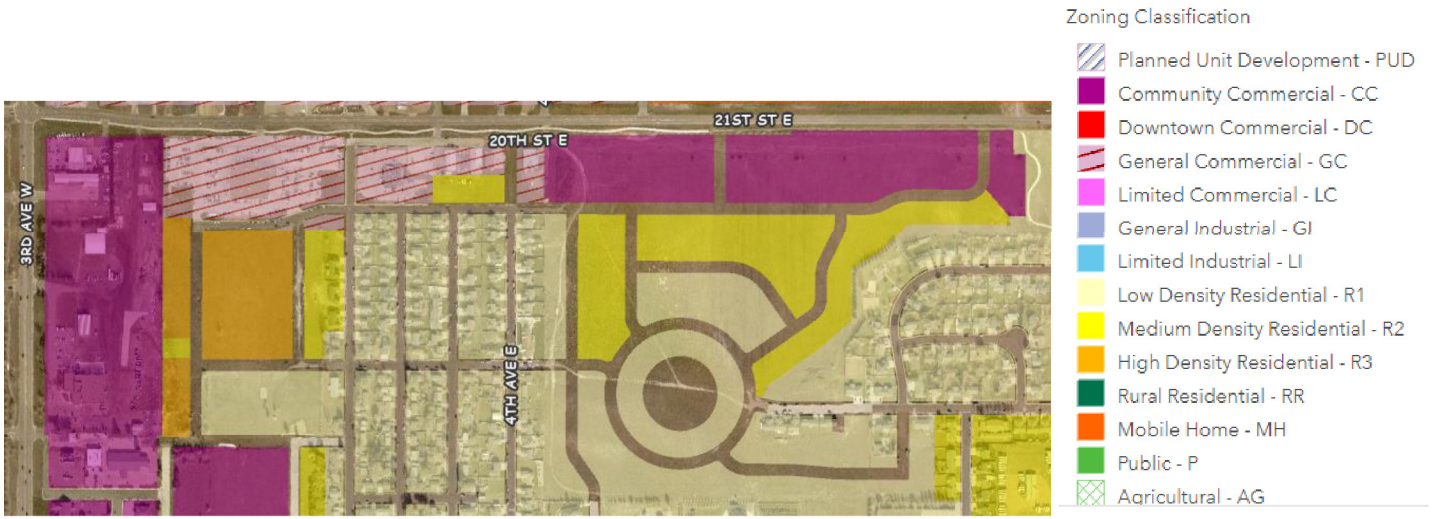
APPENDICES

Appendix A – Site Sketch



A) Site plan submitted by applicant (cropped).

Appendix B – Adjacent Zoning Districts



B) Current zoning map including the subject property and undeveloped residential land.

MOTIONS:

*****Approval*****

*“I move the City of Dickinson Planning and Zoning Commission recommend approval of **REZ-006-2023 Block 1 of Highway Department Addition Rezone** from GC to P as meeting all the requirements of the Dickinson Municipal Code and also being in the interest of the public health, safety and welfare “*

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

1. _____;
2. _____.

*****Denial*****

*“I move the Dickinson Planning and Zoning Commission recommend Denial of **REZ-006-2023 Block 1 of Highway Department Addition Rezone** from GC to P as NOT meeting all the requirements of the Dickinson Municipal Code and as being contrary to interest of the public health, safety and welfare.”*

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 “CC” and “P” zoning districts within the municipality jurisdiction of the City of Dickinson, North Dakota, be amended as follows:

1. To reclassify and rezone a 17.7 acre parcel from Community Commercial (CC) to Public (P) described as follows:

Lot 1, Block 1, Highway Department Addition, located within the NW¼ Section 34, Township 140N, Range 96W of the 5th Principal Meridian, City of Dickinson, Stark County, North Dakota

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

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

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

Scott Decker, President
Board of City Commissioners

ATTEST

Dustin Dassinger, City Administrator

First Reading: _____, 2024
Second Reading: _____, 2024
Final Passage: _____, 2024



ENGINEERING MEMORANDUM

January 17, 2023

RE: January 23rd Commission Meeting

FIRE STATION EVALUATION CONTRACT AWARD TO ENGINEERS-ARCHITECTS, P.C.

For your consideration is a contract with Engineers-Architects, P.C. (EAPC) to perform architectural services for the Fire Station Evaluation project for a fixed fee amount of \$72,000.00 as specified in the contract. This contract is in reference to the proposal received through a request for proposal where four proposals were received from the following firms: EAPC, GT Architecture, JLG Architects, and Short, Elliott Hendrickson Inc. EAPC was scored the highest and awarded the project. The City Attorney has reviewed this task contract.

The project was included in the approved capital improvement project budget for 2024. The revenue source is the American Rescue Plan Act funds. Included in the scope of work are the following phases; LEAN/Consensus Building, Facility Assessment, Space Needs Analysis, Solution/New Building Comparison, and Reporting/Presentation. Any future phases of the project will be contracted after this scope of work is completed. Because EAPC has an office in Dickinson, they will not be charging travel related expenses for the project.

The final report comparing the concepts of renovating the existing Fire Station #1 vs. building a new fire station is scheduled to be completed by May 31, 2024.

The city engineering and fire staff recommend approval.



Fire Station Evaluation

Section 7. Item D.

Fire Station #1 Vicinity Map



Fire Station Evaluation

The objective is to evaluate the feasibility of renovating Fire Station 1 or constructing a new facility, considering both its current locations and alternative sites.





AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the eighth day of January in the year two thousand twenty four
(In words, indicate day, month and year.)

BETWEEN the Architect’s client identified as the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)

Engineers-Architects, P.C. (herein known as (EAPC Architects Engineers)
100 South State Ave
Dickinson, ND 58601
Telephone Number: (701) 255-6871

for the following Project:
(Name, location and detailed description)

Evaluation vs. New Fire Station Project
25 2nd Ave West
Dickinson, ND 58601
EAPC Project# 20237210

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

User Notes:

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

To be worked out and mutually agreed upon with Architect and Owner.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Init.

/

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Joshua Skluzacek, Engineering and Community Development Director
City of Dickinson
38 1st St W
Dickinson, ND 58601
Telephone Number: (701) 456-7715
Email Address: Joshua.Skluzacek@dickinsongov.com

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

Jeremy Presnell, Fire Chief
Fire Department, City of Dickinson
2475 State Ave
Dickinson, ND 58601
Telephone Number: (701) 456-7848
Email Address: Jeremy.Presnell@dickinsongov.com

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Init.

/

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Brett Donat, AIA
116 W Main Avenue, Suite A
Bismarck, ND 58501
Telephone Number: (701) 224-7306
Fax Number: (701) 223-7983
Mobile Number: (701) 220-2646
Email Address: brett.donat@eapc.net

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

CW Structural
1000 E Calgary Ave
Bismarck, ND 58503

.2 Mechanical Engineer:

EAPC (In-house)

.3 Electrical Engineer:

EAPC (In-house)

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than five million dollars (\$ 5,000,000) per claim and five million dollars (\$ 5,000,000) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

Init.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the

further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect/Owner – Part of Basic Services
§ 4.1.1.2 Multiple preliminary designs	Architect – Part of Basic Services
§ 4.1.1.3 Measured drawings	Architect – Part of Basic Services
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Architect – Part of Basic Services

Init.

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect – Part of Basic Services
§ 4.1.1.9 Landscape design	Architect – Part of Basic Services
§ 4.1.1.10 Architectural interior design	Architect – Part of Basic Services
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Architect – Part of Basic Services
§ 4.1.1.16 As-constructed record drawings	Architect – Part of Basic Services
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect’s coordination of the Owner’s consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Architect – Part of Basic Services
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)

All items noted as by "Architect" and "Part of Basic Services" will be provided within the base fee. See attached Fee Proposal for additional services.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Init.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

Init.

- .2 * visits to the site by the Architect during construction
*Visits per Exhibit "B " -attached to this Contract.
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of

the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the

Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

(Paragraphs deleted)

§ 8.2.4

(Paragraphs deleted)

In the event of a dispute under this Agreement, the parties may exercise any available remedies under North Dakota law.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to

Init.

termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Any remaining unpaid fees for work already completed.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

Init.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

N/A

.2 Percentage Basis
(Insert percentage value)

N/A

.3 Other
(Describe the method of compensation)

See Exhibit "A" Part One – Fee Structure, Reimbursables & Additional Services.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See Exhibit "A" Part One – Fee Structure, Reimbursables & Additional Services

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated on an hourly basis.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit "A" Part Two- FY2024 Hourly Rates

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus ten percent (10 %) of the expenses incurred.

Init.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$ N/A) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.5 % monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

None.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

Init.

[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A Part One- Fee Structure, Reimbursables and Additional Services.
Exhibit A Part Two- FY2024 Hourly Rates
Exhibit B- Site Visitation Schedule

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

ARCHITECT (Signature)

Scott Decker, President of the City Commission
(Printed name and title)

Alan D. Dostert, AIA, President/CEO
(Printed name, title, and license number, if required)

Exhibit 'A' Fee Summary
Fire Station #1 Evaluation vs. a New Fire Station Project
9-Jan-24

The following fee summary is based upon our understanding of the project:

Phase 1:

Evaluation of Dickinson Fire Station No. 1 for continued use as the City of Dickinson Central Fire Station with comparative costs for new construction.

Scheduled Completion Date: On or about May 31, 2024

Phase 2:

Full design services, Bidding, Construction Administration

Construction Budget: TBD

Fee/Services Breakdown

Phase 1:

1. LEAN/Consensus Building	\$8,500
2. Facility Assessment	\$11,500
3. Space Needs Analysis	\$9,600
4. Solutions/New Building Comparison	\$32,800
5 Reporting/Presentations	\$9,600

Total Fixed Fee for Phase 1 **\$72,000** To be invoiced monthly based on work complete

Phase 2 Fee to be % of construction cost - Fee to be determined before Phase 2 commences

Reimbursible Expenses

1 Since EAPC maintains an office in Dickinson, ND we will NOT be charging for travel related expenses.

We do however recommend an allowance of \$3,000 to cover printing and other incidental expenses

(Row deleted)

EAPC invoices 1.1 time costs incurred for these costs.

(Rows deleted)

Exclusions

EAPC does not provide services related to hazardous materials detection or removal.

This proposal DOES NOT include fees for geotechnical surveys, soil borings, structural or destructive testing.

EAPC Architects Engineers
Prepared by:
Alan D. Dostert, AIA, President/CEO
adostert@capc.net

100 South State Ave.
Dickinson, North Dakota 58601

EXHIBIT A PART TWO

Hourly Rate Structure – FY2024

Architectural/Engineering Services

▪ Principal Consultant -----	\$ 255.00 per hour
▪ Program Director -----	\$ 239.00 per hour
▪ Principal Architect -----	\$ 250.00 per hour
▪ Principal Engineer -----	\$ 250.00 per hour
▪ Associate Consultant -----	\$ 233.00 per hour
▪ Associate Architect -----	\$ 221.00 per hour
▪ Associate Engineer -----	\$ 221.00 per hour
▪ Department Manager -----	\$ 212.00 per hour
▪ Senior Project Manager -----	\$ 203.00 per hour
▪ Project Manager Level 1 -----	\$ 168.00 per hour
▪ Project Manager Level 2 -----	\$ 189.00 per hour
▪ Senior Architect Level 1 -----	\$ 203.00 per hour
▪ Senior Architect Level 2 -----	\$ 212.00 per hour
▪ Senior Architect Designer Level 1 -----	\$ 182.00 per hour
▪ Senior Architect Designer Level 2 -----	\$ 193.00 per hour
▪ Architect Level 1 -----	\$ 155.00 per hour
▪ Architect Level 2 -----	\$ 169.00 per hour
▪ Architect Level 3 -----	\$ 184.00 per hour
▪ Architect Designer Level 1 -----	\$ 122.00 per hour
▪ Architect Designer Level 2 -----	\$ 138.00 per hour
▪ Architect Designer Level 3 -----	\$ 155.00 per hour
▪ Senior Engineer Level 1 -----	\$ 203.00 per hour
▪ Senior Engineer Level 2 -----	\$ 222.00 per hour
▪ Senior Engineer Designer Level 1 -----	\$ 153.00 per hour
▪ Senior Engineer Designer Level 2 -----	\$ 169.00 per hour
▪ Engineer Level 1 -----	\$ 132.00 per hour
▪ Engineer Level 2 -----	\$ 154.00 per hour
▪ Engineer Level 3 -----	\$ 169.00 per hour
▪ Engineer Level 4 -----	\$ 182.00 per hour
▪ Engineer Designer Level 1 -----	\$ 122.00 per hour
▪ Engineer Designer Level 2 -----	\$ 138.00 per hour
▪ BIM Modeler Level 1 -----	\$ 100.00 per hour
▪ BIM Modeler Level 2 -----	\$ 107.00 per hour
▪ BIM Modeler Level 3 -----	\$ 122.00 per hour
▪ BIM Modeler Level 4 -----	\$ 138.00 per hour
▪ Student Designer Level 1 -----	\$ 64.00 per hour
▪ Student Designer Level 2 -----	\$ 74.00 per hour
▪ Interior Designer Level 1 -----	\$ 111.00 per hour
▪ Interior Designer Level 2 -----	\$ 127.00 per hour
▪ Interior Designer Level 3 -----	\$ 146.00 per hour
▪ Interior Designer Level 4 -----	\$ 181.00 per hour

Construction Services

Init.

AIA Document B101 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 12:49:04 CT on 01/17/2024 under Order No.4104241169 which expires on 03/29/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

- Construction Department Manager -----\$ 194.00 per hour
- Associate Construction Specialist 1 -----\$ 158.00 per hour
- Associate Construction Specialist 2 -----\$ 173.00 per hour
- Construction Specialist Level 1 -----\$ 116.00 per hour
- Construction Specialist Level 2 -----\$ 137.00 per hour
- Construction Specialist Level 3 -----\$ 152.00 per hour
- Construction Technician Level 1 -----\$ 105.00 per hour
- Construction Technician Level 2 -----\$ 126.00 per hour

Office Support Services

- Secretarial Level 1 -----\$ 88.00 per hour
- Secretarial Level 2 -----\$ 95.00 per hour
- Office Assistance -----\$ 70.00 per hour

Mileage (follows the current federal rate) -----\$ 0.67 per mile

Direct project costs such as printing, postage and out of town travel expenses will be assessed a 10% markup for administration. Mileage will be charged at the current federal rate at the time of invoicing. All rates are effective through December 31, 2024.

EXHIBIT "B" SITE VISITATION SCHEDULE

"Site Visits"—The Architect will visit the Project Site during Programming, Schematic Design, Design Development, Construction Documentation and the Bidding Phase as required to obtain information prior to the Construction Phase and for a Pre-Bid Conference with all (attending) Plan holders prior to issuing the last Addendum.

Further the Architect will visit the Project site during the Construction Phase at the following times:

1. Pre-Construction meeting with Owner, Contractor and major Sub-Contractors.
2. Bi-Monthly
3. Final inspection (up to 2 trips).
4. Punch list follow-up (up to 2 trips).
5. Visit site at other times, as Project demands.
6. As required, if deficiencies occur during the one year warranty period.
7. Prior to the release of the General Contractor one-year warranty obligations.

Note: Specific site visitations and bi-monthly construction meetings may coincide.

Additions and Deletions Report for AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:49:04 CT on 01/17/2024.

PAGE 1

AGREEMENT made as of the eighth day of January in the year two thousand twenty four

...

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

...

Engineers-Architects, P.C. (herein known as (EAPC Architects Engineers)
100 South State Ave
Dickinson, ND 58601
Telephone Number: (701) 255-6871

...

Evaluation vs. New Fire Station Project
25 2nd Ave West
Dickinson, ND 58601
EAPC Project# 20237210

PAGE 2

To be worked out and mutually agreed upon with Architect and Owner.

PAGE 3

Joshua Skluzacek, Engineering and Community Development Director
City of Dickinson
38 1st St W
Dickinson, ND 58601
Telephone Number: (701) 456-7715
Email Address: Joshua.Skluzacek@dickinsongov.com

...

Jeremy Presnell, Fire Chief
Fire Department, City of Dickinson
2475 State Ave
Dickinson, ND 58601
Telephone Number: (701) 456-7848
Email Address: Jeremy.Presnell@dickinsongov.com

PAGE 4

Brett Donat, AIA
116 W Main Avenue, Suite A
Bismarck, ND 58501
Telephone Number: (701) 224-7306
Fax Number: (701) 223-7983
Mobile Number: (701) 220-2646
Email Address: brett.donat@eapc.net

...

CW Structural
1000 E Calgary Ave
Bismarck, ND 58503

...

EAPC (In-house)

...

EAPC (In-house)

PAGE 5

§ 2.5.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than five million dollars (\$ 5,000,000) per claim and five million dollars (\$ 5,000,000) in the aggregate.

PAGE 11

§ 4.1.1.1	Programming	<u>Architect/Owner – Part of Basic Services</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Architect – Part of Basic Services</u>
§ 4.1.1.3	Measured drawings	<u>Architect – Part of Basic Services</u>
§ 4.1.1.4	Existing facilities surveys	<u>Not Provided</u>
§ 4.1.1.5	Site evaluation and planning	<u>Architect – Part of Basic Services</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8	Civil engineering	<u>Architect – Part of Basic Services</u>
§ 4.1.1.9	Landscape design	<u>Architect – Part of Basic Services</u>
§ 4.1.1.10	Architectural interior design	<u>Architect – Part of Basic Services</u>
§ 4.1.1.11	Value analysis	<u>Not Provided</u>

§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13	On-site project representation	<u>Not Provided</u>
§ 4.1.1.14	Conformed documents for construction	<u>Not Provided</u>
§ 4.1.1.15	As-designed record drawings	<u>Architect – Part of Basic Services</u>
§ 4.1.1.16	As-constructed record drawings	<u>Architect – Part of Basic Services</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18	Facility support services	<u>Not Provided</u>
§ 4.1.1.19	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20	Architect’s coordination of the Owner’s consultants	<u>Not Provided</u>
§ 4.1.1.21	Telecommunications/data design	<u>Architect – Part of Basic Services</u>
§ 4.1.1.22	Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.23	Commissioning	<u>Not Provided</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25	Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26	Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27	Historic preservation	<u>Not Provided</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.30	Other Supplemental Services	<u>Not Provided</u>

PAGE 12

All items noted as by "Architect" and "Part of Basic Services" will be provided within the base fee. See attached Fee Proposal for additional services.

PAGE 13

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 (—)* visits to the site by the Architect during construction
***Visits per Exhibit "B " -attached to this Contract.**
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

PAGE 14

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect’s services beyond that time shall be compensated as Additional Services.

PAGE 17

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, ~~in accordance with the requirements of the binding dispute resolution method selected in this Agreement~~ and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. ~~The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.~~

...

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction. In the event of a dispute under this Agreement, the parties may exercise any available remedies under North Dakota law.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.3~~ The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1~~ Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 8.3.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

~~§ 8.4~~ The provisions of this Article 8 shall survive the termination of this Agreement.

PAGE 18

Any remaining unpaid fees for work already completed.

...

None.

...

~~§ 10.1~~ This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~

PAGE 19

N/A

...

~~() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.~~N/A

...

See Exhibit "A" Part One – Fee Structure, Reimbursables & Additional Services.

...

See Exhibit "A" Part One – Fee Structure, Reimbursables & Additional Services

...

To be negotiated on an hourly basis.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:

PAGE 20

Schematic Design Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (	<u>40</u>	%)
Procurement Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	%)

...

See Exhibit "A" Part Two- FY2024 Hourly Rates

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus ten percent (10 %) of the expenses incurred.

PAGE 21

N/A

...

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A (\$ N/A) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect’s payments to the Certifying Authority shall be credited to the Owner’s account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1.5 % monthly

...

None.

...

N/A

PAGE 22

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A Part One- Fee Structure, Reimbursables and Additional Services.
Exhibit A Part Two- FY2024 Hourly Rates
Exhibit B- Site Visitation Schedule

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Scott Decker, President of the City Commission
(Printed name and title)

ARCHITECT (Signature)

Alan D. Dostert, AIA, President/CEO
(Printed name, title, and license number, if required)



Exhibit 'A' Fee Summary
Fire Station #1 Evaluation vs. a New Fire Station Project
9-Jan-24

The following fee summary is based upon our understanding of the project:

- Phase 1:
- Evaluation of Dickinson Fire Station No. 1 for continued use as the City of Dickinson Central Fire Station with compartive costs for new construction.
- Scheduled Completion Date: On or about May 31, 2024

Phase 2:
Full design services, Bidding, Construction Administration
Construction Budget: TBD

Fee/Services Breakdown

Phase 1:	
1. LEAN/Consensus Building	\$8,500
2. Facility Assessment	\$11,500
3. Space Needs Analysis	\$9,600
4. Solutions/New Building Comparison	\$32,800
5 Reporting/Presentations	\$9,600

Total Fixed Fee for Phase 1 **\$72,000** To be invoiced monthly based on work complete

Phase 2 Fee to be % of construction cost - Fee to be determined before Phase 2 commences

Reimbursible Expenses

1 Since EAPC maintains an office in Dickinson, ND we will NOT be charging for travel related expenses.
We do however recommend an allowance of \$3,000 to cover printing and other incidental expenses

OWNER *(Signature)*

ARCHITECT *(Signature)*

EAPC invoices 1.1 time costs incurred for these costs.

(Printed name and title)

(Printed name, title, and license number, if required)

Exclusions

EAPC does not provide services related to hazardous materials detection of removal.
This proposal DOES NOT include fees for geotechnical surveys, soil borings, structural or destructive testing.

EAPC Architects Engineers
Prepared by:
Alan D. Dostert, AIA, President/CEO
adostert@eapc.net

100 South State Ave.
Dickinson, North Dakota 58601

EXHIBIT A PART TWO
Hourly Rate Structure – FY2024

Architectural/Engineering Services

▪ Principal Consultant -----	\$ 255.00 per hour
▪ Program Director -----	\$ 239.00 per hour
▪ Principal Architect -----	\$ 250.00 per hour
▪ Principal Engineer -----	\$ 250.00 per hour
▪ Associate Consultant -----	\$ 233.00 per hour
▪ Associate Architect -----	\$ 221.00 per hour
▪ Associate Engineer -----	\$ 221.00 per hour
▪ Department Manager -----	\$ 212.00 per hour
▪ Senior Project Manager -----	\$ 203.00 per hour
▪ Project Manager Level 1 -----	\$ 168.00 per hour
▪ Project Manager Level 2 -----	\$ 189.00 per hour
▪ Senior Architect Level 1 -----	\$ 203.00 per hour
▪ Senior Architect Level 2 -----	\$ 212.00 per hour
▪ Senior Architect Designer Level 1 -----	\$ 182.00 per hour
▪ Senior Architect Designer Level 2 -----	\$ 193.00 per hour
▪ Architect Level 1 -----	\$ 155.00 per hour
▪ Architect Level 2 -----	\$ 169.00 per hour
▪ Architect Level 3 -----	\$ 184.00 per hour
▪ Architect Designer Level 1 -----	\$ 122.00 per hour
▪ Architect Designer Level 2 -----	\$ 138.00 per hour
▪ Architect Designer Level 3 -----	\$ 155.00 per hour
▪ Senior Engineer Level 1 -----	\$ 203.00 per hour
▪ Senior Engineer Level 2 -----	\$ 222.00 per hour
▪ Senior Engineer Designer Level 1 -----	\$ 153.00 per hour
▪ Senior Engineer Designer Level 2 -----	\$ 169.00 per hour
▪ Engineer Level 1 -----	\$ 132.00 per hour
▪ Engineer Level 2 -----	\$ 154.00 per hour
▪ Engineer Level 3 -----	\$ 169.00 per hour
▪ Engineer Level 4 -----	\$ 182.00 per hour
▪ Engineer Designer Level 1 -----	\$ 122.00 per hour
▪ Engineer Designer Level 2 -----	\$ 138.00 per hour
▪ BIM Modeler Level 1 -----	\$ 100.00 per hour
▪ BIM Modeler Level 2 -----	\$ 107.00 per hour
▪ BIM Modeler Level 3 -----	\$ 122.00 per hour
▪ BIM Modeler Level 4 -----	\$ 138.00 per hour
▪ Student Designer Level 1 -----	\$ 64.00 per hour
▪ Student Designer Level 2 -----	\$ 74.00 per hour
▪ Interior Designer Level 1 -----	\$ 111.00 per hour
▪ Interior Designer Level 2 -----	\$ 127.00 per hour
▪ Interior Designer Level 3 -----	\$ 146.00 per hour
▪ Interior Designer Level 4 -----	\$ 181.00 per hour

Construction Services

▪ Construction Department Manager -----	\$ 194.00 per hour
▪ Associate Construction Specialist 1 -----	\$ 158.00 per hour
▪ Associate Construction Specialist 2 -----	\$ 173.00 per hour
▪ Construction Specialist Level 1 -----	\$ 116.00 per hour
▪ Construction Specialist Level 2 -----	\$ 137.00 per hour
▪ Construction Specialist Level 3 -----	\$ 152.00 per hour
▪ Construction Technician Level 1 -----	\$ 105.00 per hour
▪ Construction Technician Level 2 -----	\$ 126.00 per hour

Office Support Services

▪ Secretarial Level 1 -----	\$ 88.00 per hour
▪ Secretarial Level 2 -----	\$ 95.00 per hour
▪ Office Assistance -----	\$ 70.00 per hour

Mileage (follows the current federal rate) -----\$ 0.67 per mile

Direct project costs such as printing, postage and out of town travel expenses will be assessed a 10% markup for administration. Mileage will be charged at the current federal rate at the time of invoicing. All rates are effective through December 31, 2024.



EXHIBIT "B"
SITE VISITATION SCHEDULE

"Site Visits"—The Architect will visit the Project Site during Programming, Schematic Design, Design Development, Construction Documentation and the Bidding Phase as required to obtain information prior to the Construction Phase and for a Pre-Bid Conference with all (attending) Plan holders prior to issuing the last Addendum.

Further the Architect will visit the Project site during the Construction Phase at the following times:

1. Pre-Construction meeting with Owner, Contractor and major Sub-Contractors.
2. Bi-Monthly
3. Final inspection (up to 2 trips).
4. Punch list follow-up (up to 2 trips).
5. Visit site at other times, as Project demands.
6. As required, if deficiencies occur during the one year warranty period.
7. Prior to the release of the General Contractor one-year warranty obligations.

Note: Specific site visitations and bi-monthly construction meetings may coincide.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:49:04 CT on 01/17/2024 under Order No. 4104241169 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

ENGINEERING MEMORANDUM

January 10, 2024

RE: January 23, 2024 Engineering Agenda Item Memo

Community Rating System (CRS) Recertification:

The National Flood Insurance Program (NFIP) Community Rating System (CRS) has been a foundation in acknowledging and encouraging superior floodplain management practices within communities, surpassing the minimum NFIP standards since its establishment in 1990.

In 2017, our collective efforts culminated in successful submission and acceptance of our CRS application, granting our citizens a 5-percent reduction in their flood insurance premiums. Our classification, indicative of our commitment, is determined by our engagement in 19 distinct activities categorized into Public Information, Mapping and Regulations, Flood Damage Reduction, and Warning and Response.

Maintaining our standing and benefits within this program necessitates the City of Dickinson to undergo recertification of our undertaken activities. Enclosed within your packets is the application for recertification, awaiting your approval for its submission. Your support is always appreciated.

I propose the following motion:

"I move to approve/deny the submission of the completed recertification application for the City of Dickinson's continued participation in the NFIP's Community Rating System



DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency

Section 7. Item E.

OMB Control Number: 1660-0022
Expiration: 10/31/2023

CRS COMMUNITY CERTIFICATIONS

Community City of Dickinson State ND CID 380117
(6-digit NFIP Community Identification Number)

Note: Please cross out any incorrect items, below, as needed, and insert the updated information.

CC-213 Recertification

Recertification due date	February 1, 2024	
	Chief Executive Officer	CRS Coordinator
Name	Scott Decker	Loretta A. Marshik
Title	CEO	CRS Coordinator
Address	38 1st Street West Dickinson, ND 58601	38 1st Street West Dickinson, ND 58601
Phone number	701-483-8620	(701) 456-7768
E-mail address	scott.decker@dickinsongov.com	loretta.marshik@dickinsongov.com

I hereby certify that City of Dickinson [community name] is implementing the following activities on the attached pages as credited under the Community Rating System and described in our original application to the CRS and subsequent modifications.

I hereby certify that, to the best of my knowledge and belief, we are in full compliance with the minimum requirements of the NFIP and we understand that we must remain in full compliance with the minimum requirements of the NFIP. We understand that at any time we are not to be in full compliance, we will retrograde to a CRS Class 10.

I hereby certify that we will continue to maintain FEMA Elevation Certificates on all new buildings and substantial improvements constructed in the Special Flood Hazard Area following the date at which we joined the CRS.

I hereby certify that if there are one or more repetitive loss properties in our community that we must take certain actions that include reviewing and updating the list of repetitive loss properties, mapping repetitive loss areas, describing the cause of the losses, and sending an outreach project to those areas each year, and if we have fifty (50) or more unmitigated repetitive loss properties we must earn credit under Activity 510 (Floodplain Management Planning) for either a repetitive loss area analysis (RLAA) or a floodplain management plan (FMP).

I hereby certify that, to the best of my knowledge and belief, we are maintaining in force flood insurance policies for insurable buildings owned by us and located in the Special Flood Hazard Area (SFHA) shown on our Flood Insurance Rate Map. I further understand that disaster assistance for any community-owned building located in the SFHA is reduced by the amount of National Flood Insurance Program (NFIP) flood insurance coverage (structure and contents) that a community should be carrying on the building, regardless of whether the community is carrying a policy.

Signature _____ (Chief Executive Officer)

Date _____

CC-213-1

[continued on next page]

Community City of Dickinson State ND CID 380117
 (6-digit NFIP Community Identification Number)

CRS Program Data Table	A. In the SFHA	B. In a regulated floodplain outside the SFHA	C. In the rest of the community
1. Last report's number of buildings in the SFHA (bSF) (line 6, last report)	494		
2. Number of new buildings constructed since last report	+ 0	0	157
3. Number of buildings removed/demolished since last report	- 0	0	
4. Number of buildings affected by map revisions since last report (+ or -)	0	0	
5. Number of buildings affected by corporate limits changes (+ or -)	0	0	
6. Current total number of buildings in the SFHA (bSF) (total lines 1-5)	494		
7. Number of substantial improvement/damage projects since last report	0	0	
8. Number of repetitive loss properties mitigated since last report	0	0	0
9. Number of LOMRs and map revisions (not LOMAs) since last report			
10. Acreage of the SFHA (aSFHA) as of the last report (line 13, last report)	572		
11. Acreage of area(s) affected by map revisions since last report (+ or -)	0	0	
12. Acreage of area(s) affected by corporate limits changes (+ or -)	0	0	
13. Current acreage of the SFHA (total lines 10-12)	572		
14. Primary source for building data:	City of Dickinson Building Department Records		
15. Primary source for area data:	City of Dickinson GIS Database		
16. Period covered:	February 1, 2023 to February 1, 2024	Current FIRM date	November 4, 2010
<i>If available, the following data would be useful:</i>			
17. Number of new manufactured homes installed since last report	0	0	3
18. Number of other new 1 -4 family buildings constructed since last report	0	0	8
19. Number of all other buildings constructed/installed since last report	0	0	146

Comments:
 (Please note the number of the line to which the comment refers.)

Community City of Dickinson State ND CID 380117
 (6-digit NFIP Community Identification Number)

Instructions

At the first verification visit after the effective date of the 2013 *CRS Coordinator's Manual*, ONLY LINES 6 AND 13 NEED TO BE COMPLETED. These lines form the baseline data about the number of buildings and area of the SFHA for when the table is completed as part of the next annual recertification. The "period covered" entered in line 16 is the date that lines 6 and 13 are first completed. At all subsequent annual recertifications and cycle verification visits, the entire table is completed. The information in lines 6 and 13 from the last report is transferred to lines 1 and 10 in the next report.

Instructions for the Columns

Column A numbers are for the SFHA (the A and V Zones shown on the Flood Insurance Rate Map) (FIRM)). Use the FIRM currently in effect, not a draft or pending revision.

Column B is completed only if the community receives CRS credit for regulating floodplain development outside the SFHA under Activity 410 (Floodplain Mapping) or Activity 430 (Higher Regulatory Standards).

Column C numbers help relate what happens in the floodplain to what is happening in the rest of the community. Enter "0" if there are no numbers to report for this period. Do not leave a cell blank. Do not fill in the shaded boxes.

Instructions for the Lines

Lines 1-7 deal with buildings.

- o Section 301.a of the *CRS Coordinator's Manual* defines what constitutes a "building" and lists examples of structures that are not counted as "buildings" by the CRS.
- o Section 302.a of the *CRS Coordinator's Manual* describes how the CRS counts buildings. For example, accessory structures are not counted.
- o As noted in Section 302.a, to determine building counts, communities may use any method that yields reasonably good estimates of the number of buildings. Examples of acceptable methods are listed in Section 302.a. Precision is less important for large numbers. For example, the impact of the numbers will not change much if there are 10,000 buildings or 10,100 buildings.
- o If a building is out of the SFHA, but in a parcel that is partly in the SFHA, it is not counted in column A --In the SFHA.
- o In line 14, note how the building counts were obtained or estimated. Use the comments area, if needed.

Line 4 refers to map revisions. These include physical map revisions, Letters of Map Revision (LOMR), and Letters of Map Amendment (LOMA). If a building is removed from the SFHA by FEMA through a LOMA, but the community still administers its floodplain management regulations on the property, the building should not be included in the line 4 count in column A --In the SFHA. However, communities that still regulate areas removed by LOMAs can receive credit under Activities 410 or 430. If the community is receiving such credit, the building should be counted under column B --In a regulated floodplain outside the SFHA.

Line 7 is for the total number of buildings that were substantially improved plus the number of buildings that were substantially damaged during the period covered.

Lines 10 -13 deal with areas.

- o These areas are based on the areas shown on the community's FIRM including LOMRs or LOMAs. Section 403.b discusses those portions of the SFHA that are subtracted from the area of the SFHA to calculate the community's aSFHA used in credit calculations.
- o Section 403.e of the *CRS Coordinator's Manual* discusses calculating areas for CRS purposes.
- o Section 403.e notes that communities "should not spend an inordinate amount of time measuring areas." As with buildings, communities may use any method that yields reasonably good estimates. Examples of acceptable approaches are listed in Section 403.e.
- o Line 13 asks for the current acreage of the SFHA. The best source for this number is a GIS layer that shows the SFHA. If the community does not have GIS, the county, regional agency, or state NFIP mapping office may have SFHA layers and may be able to provide the data. If the community has a relatively recent FIRM, the study contractor or consulting engineer may have the data.
- o In line 15, note how the area calculations were obtained or estimated. Use the comments area, if needed.

Lines 17 -19 are voluntary, if the numbers are readily available.

- o Line 17 includes replacing an existing manufactured home with a new one. The newly placed manufactured home is counted as a new, post-FIRM, building.
- o The total of lines 17 -19 should equal the value entered in line 2.

CC-213-3

Community DICKINSON, CITY OF State ND CID 380117

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

Your community has been verified as receiving CRS credit for the following Activities.

- If your community is still implementing these activities the CRS coordinator is required to put his or her initials in the blank (do not use a checkmark or an "X") and **attach** the appropriate items. A blank with no initials indicates you are not implementing that Activity anymore, and will result in loss of points (and possible CRS Class).
- If the word "**attached**" is used you must provide the requested documentation for that Activity. If no documentation has been acquired for that Activity, please explain why there is no documentation from the past year.

JAM 310 EC: We are maintaining Elevation Certificates, Floodproofing Certificates, Basement Floodproofing Certificates, V Zone design certificates and engineered opening certificates on all new construction and substantially improved buildings in our Special Flood Hazard Area (SFHA) and make copies of all Certificates available at our present office location. JAM *Initial here is you have had no new construction or substantial improvement in the SFHA in the last year.*

JAM 310 EC: **Attached is the permit list for only new or substantially improved structures in the SFHA that have been completed in the last year.** We have permitted 0 new building and substantial improvements in the SFHA during this reporting period.

JAM 310 EC: **Attached are all the Certificates for new or substantially improved structures that have been completed during this reporting period that are included on the above permit list.** (Note: The total number of Elevation and Floodproofing certificates should match the number of permits issued and completed within the reporting period defined above. All permits issued for new construction or substantial improvement within the V zone should have both an Elevation Certificate and a V Zone Certificate, and all buildings with basements within the basement exemption communities should have both an Elevation Certificate and a Basement Floodproofing Certificate).

JAM 310 CCMP: We continue to follow our Construction Certificate Management Procedures and update them when needed.

JAM 320 MI 1: We are providing basic flood information to inquirers. We also continue to provide the following to inquirers:

- JAM MI 2 additional FIRM information
- JAM MI 3 problems not shown on the FIRM
- JAM MI 4 flood depth data
- JAM MI 6 historical flood information
- JAM MI 7 natural floodplain functions

JAM 320 MI: **Attached is a copy of the publicity for the credited elements of this service this year.**

JAM 320 MI: **Attached is a copy of one page of the log, or 3 letters if using letters or other like records to document the service.**

JAM 320 MI: We are continuing to keep our FIRM updated and maintain old copies of our FIRM.

Community DICKINSON, CITY OF State ND CID 380117

COMMUNITY RATING SYSTEM ANNUAL RECERTIFICATION

JAM

330 OP: We continue to conduct or provide all credited outreach projects.

JAM

430: We continue to enforce the floodplain management provisions of our zoning, subdivision and building code ordinances for which we are receiving credit.

Initial here if you have amended your floodplain regulations. **Attach a copy of the amended regulations, provide a summary of the changes and mark up the regulations indicating what's been changed.**

JAM

430 RA: We continue to enforce our procedures for administering our floodplain management regulations. If applicable, we also continue to employ CFMs and staff who took credited training courses. We currently have 1 CFMs on staff.

JAM

440 AMD: We continue to use and update our flood data maintenance system on an annual basis as needed.

Additional Comments:

Attachments:

- Letter to Lenders - 320 MI
- First Page of Log - 320 MI



October 23, 2023

TO: Lending Institutions, Real Estate and Insurance Agents

SUBJECT: Flood Insurance Rate Map Zone Information

Dear Recipient,

The City of Dickinson is committed to providing you with updated flood insurance rate map (FIRM) zone information and related services. As a public service, we aim to make this process as straightforward as possible.

Our services include:

1. Determining whether a property is within the Special Flood Hazard Area (SFHA) based on the current Flood Insurance Rate Map (FIRM), along with any additional information noted on the FIRM.
2. Offering detailed flood insurance data for a site, including the FIRM zone, base flood elevation or depth (if available on the FIRM), floodway status, local drainage issues, historical flood concerns, flood-related hazards, and other natural floodplain functions.
3. Providing a handout on the flood insurance purchase requirements to assist individuals seeking mortgages or loans for properties in the SFHA.
4. Maintaining elevation certificates for new and substantially improved structures within the SFHA.
5. Keeping track of amendments and revisions to the Flood Insurance Rate Maps as needed.
6. Offering information on additional FIRM details, issues not displayed on the FIRM, flood depth date, special flood-related hazards, historical flood information, natural floodplain functions.

If you have any inquiries, please provide us with the street address and, if available, the subdivision, lot and block number. We are available during the following hours:

- Monday through Thursday: 7:30 am to 5:00 pm (Mountain Standard Time)
- Fridays: 7:30 am to 11:00 am

For assistance with your floodplain questions, please feel free to contact our Assistant City Engineer/Floodplain Manager, Loretta A. Marshik at Loretta.marshik@dickinsongov.com or visit our office at:

38 1st Street West

There is no charge for this service, and we are here to assist you. Thank you for your continued partnership in ensuring the safety and well-being of our community.

Sincerely,

Loretta A. Marshik, PE CFM
Assistant City Engineer





Engineering CRS – Flood Map Information Log, CRS 320

DATE	ADDRESS – APN Requester	FIRM Panel	Flood ZONE	Flood Insurance Information Discussed	MI2 Additional FIRM data	MI3 Problems not on FIRM	MI4 Flood Depth	MI5 Special flood related hazards	MI6 Historical flood information	MI7 Natural Floodplain functions
02-03-2023	4148 1 st Street SW	0450E	X	Yes	None	Discussed stormwater implications of filling	N/A	None	Shared	Yes - Discussed
02-10-2023	3663 115G Ave SW	0175E	X	Yes	None	None	N/A	None	None	Yes - Discussed
03-23-2023	341 1 st Street East	0194 E	X	Yes	None	None	N/A	None	Shared	Yes - Discussed
03-23-2023	351 1 st Street East	0194 E	X	Yes	None	None	N/A	None	Shared	Yes - Discussed
03-24-2023	1645 14 th Street North	0193E	X	Yes	None	Discussed stormwater implications of filling	N/A	None	Shared	Yes - Discussed
03-24-2023	1630 14 th Street North	0193E	X	Yes	None	Discussed stormwater implications of filling	N/A	None	Shared	Yes - Discussed
03-24-2023	1637 14 th Street North	0193E	X	Yes	None	Discussed stormwater implications of filling	N/A	None	Shared	Yes - Discussed
04-03-2023	1596 Marilyn Way – Flood Insurance/LOMA	0191E	A	Yes	Within Floodplain	New Mapping Discussed	N/A	None	Shared	Yes - Discussed
04-03-2023	1586 Marilyn Way – Owner Inquiry	0191E	X	Yes	Proximity to Floodplain	Updates and changes to upstream ponding not completed, new mapping discussed	Discussed Zone A designation	Ponding not completed upstream	Shared	Yes – Discussed
04-12-2023	219 8 th Avenue East	0194E	AE	Yes	Within Floodplain	New Mapping Discussed	2407.3	Inundation Areas	Shared	Yes - Discussed

38 1st ST W | Dickinson ND 58601 | 701.456.7020
 www.dickinsongov.com | Fax: 701.456.7723 | www.facebook.com-cityofdickinsonnd

Community Rating System

2024 Annual Recertification

Presented By:



Engineering & Community Development

Presented by: Joshua Skluzacek – Engineer/Community Development Director
Tuesday January 23, 2024

City Commission Monthly Report



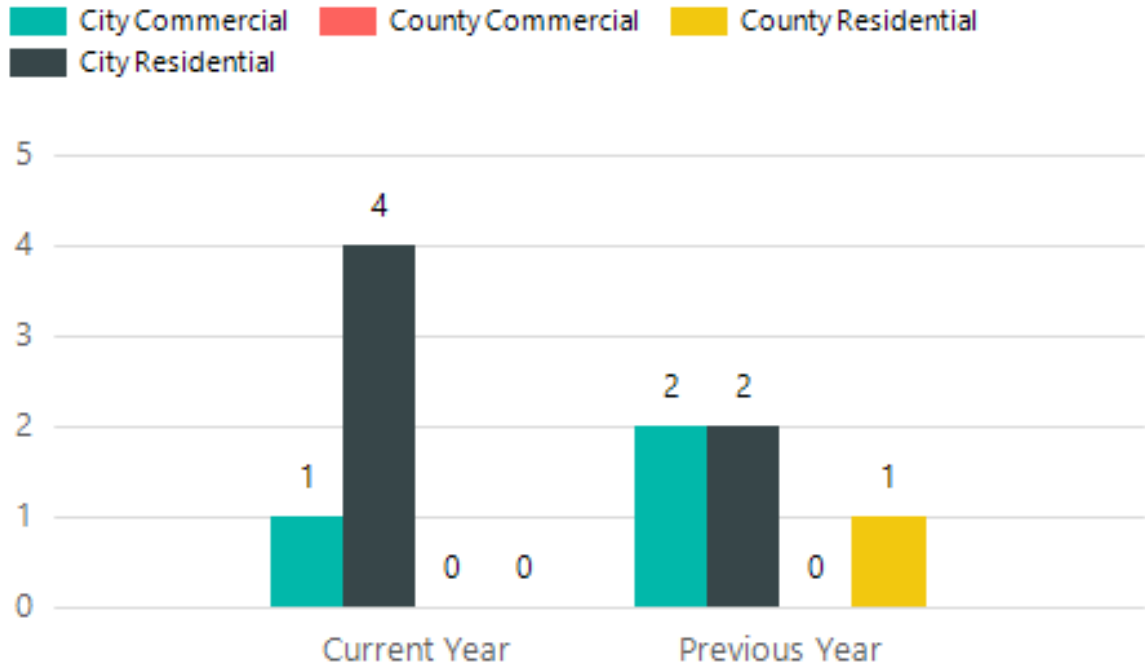
Planning

- Transportation Master Plan and Comprehensive Plan
- Current Planning applications continues to outpace 2023

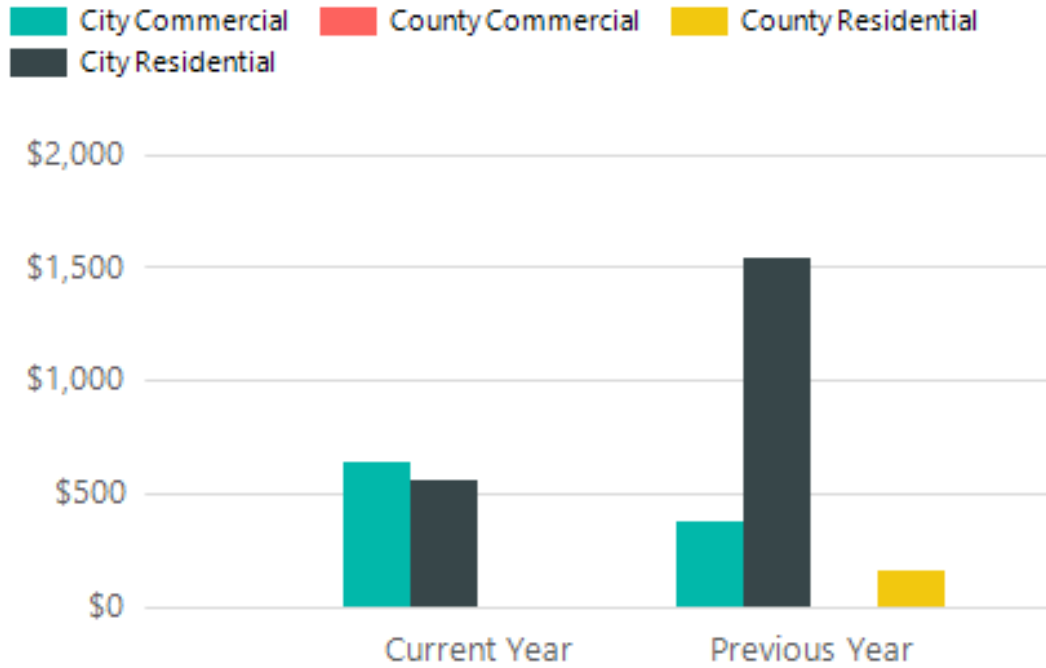


Buildings & Codes

Number of Permits Paid & Picked Up



Total Fees for Permits Paid & Picked Up



Date Range reported through January 17, 2024



Engineering

Project Name	Project Manager	Progress	Start	End
EXECUTION				
NORTH INDUSTRIES UTILITIES	JS	55%	9/5/2023	7/12/2024
LEGACY SQUARE PARKING LOT	LM	99%	8/10/2023	11/30/2023
SUNDANCE COVES LIGHTING	LM	5%	6/17/2024	11/30/2024



Engineering

PRELIMINARY/DESIGN ENGINEERING						PRELIMINARY/DESIGN ENGINEERING					
EAST BROADWAY DAM	LM	35%	11/27/2023	7/15/2024		ENTRANCE SIGNS	LM	35%	9/26/2023	4/30/2024	
HEART RIVER BRIDGE IMPROVEMENTS - S. STATE AVE.	LM	35%				NORTH INDUSTRIES STREETS	JS	15%	11/8/2023	5/9/2024	
2024 ROAD MAINTENANCE	LM	80%	1/2/2024	11/30/2024		TRANSPORTATION MASTER PLAN & COMP. PLAN UPDATE	JS	5%	12/21/2023	2/28/2025	
I-94 WBL & ROUNDABOUTS	JS	55%	1/8/2023	10/11/2024		10TH AVE E - VILLARD TO MUSEUM DR	JS	0%	2/6/2024	8/14/2024	
HWY 22/3RD AVE W TRAFFIC SIGNAL STUDY	JS	65%	4/1/2023	5/7/2024		10TH AVE E - MUSEUM DR to 21ST ST E	JS	0%	2/6/2024	1/17/2025	
HWY 22/3RD AVE W - 8TH ST S TO 15TH ST MICROSURFACING	JS	100%	3/1/2021	7/1/2023		1ST ST E - SIMS to 4TH AVE E	JS	0%	2/6/2024	8/15/2025	
PATTERSON LAKE IMPROVEMENTS	JS	0%	4/12/2023	12/31/2024		5TH ST SW - 3RD AVE W to 6TH AVE E	LM	0%	2/6/2024	8/14/2024	
FIRE STATION EVALUATION	JS	0%	1/16/2024	5/31/2024		9TH ST W & 5TH AVE W INTERSECTON	JS	0%	2/6/2024	1/17/2025	
PUBLIC SAFETY TRAINING CENTER	JS	5%	12/20/2023	6/28/2024		26TH ST E & 4TH AVE E STREET & STORM WATER	LM	0%	3/5/2024	8/15/2025	
2024 WATERMAIN & LEAD SERVICE LINE	JS	80%	7/24/2023	3/1/2024		NW REGIONAL POND	LM	0%	3/5/2024	8/15/2025	
SIMS STREET IMPROVEMENTS	JS	90%	8/21/2023	12/22/2023		2025 ROAD MAINTENANCE	LM	0%	3/5/2024	11/15/2024	
SOUTH DICKINSON PROPERTY AREA STUDY	JS	80%	6/20/2023	2/16/2024		2025 WATERMAIN & LEAD SERVICE LINE	JS	0%	3/5/2024	11/15/2024	
FAIRWAY/STATE STORM WATER DRAINAGE SYSTEM UPGRADES	JS	0%	3/5/2024	8/15/2025		PAVEMENT MANAGEMENT STUDY	JS	95%	6/29/2023	2/16/2024	

Geographic Information System (GIS)

- Updating the FHWA Roadway Classifications within the Urban Area Boundary
- Received the preliminary electronic files of the aerial imagery and LIDAR data from the fall 2023 flight



Web Map
Dickinson Land Information Map
Information about Tax parcels, Zoning, and other features.



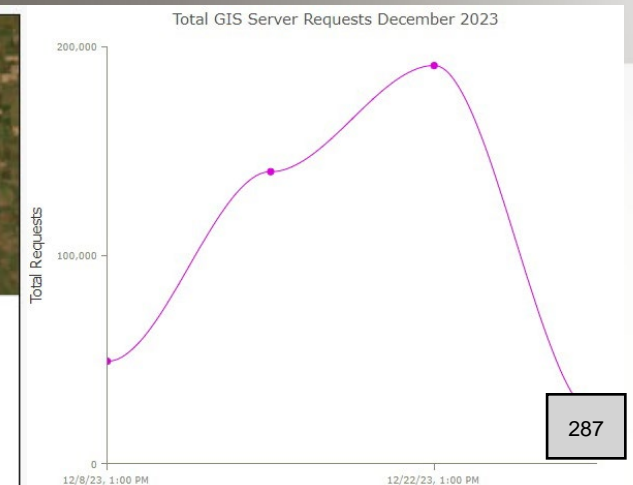
Web Map
Dickinson Street Information Map
Map Showing various street designations for the City of Dickinson,ND



Web Map
Dickinson Utility Information Map
Utility locate layers for the City of Dickinson, ND



Web Map
Dickinson Zoning Information ...
Information about Zoning, and other features.



Thank you!

QUESTIONS AND COMMENTS ARE WELCOME



www.DickinsonGov.com



DICKINSON STATE UNIVERSITY



Telephone
701-483-2486

Address
291 Campus Drive
Dickinson ND 58601

Website
www.dickinsonstate.edu

January 2024

TABLE OF CONTENTS

DSU PRESENTATION



01 Sanford Sport Complex

02 Nursing Sim

03 SWCTE Partnership

04 TRPL and DSU

05 Economic Impact

06 Athletic Future

07 Ag & Rodeo Updates

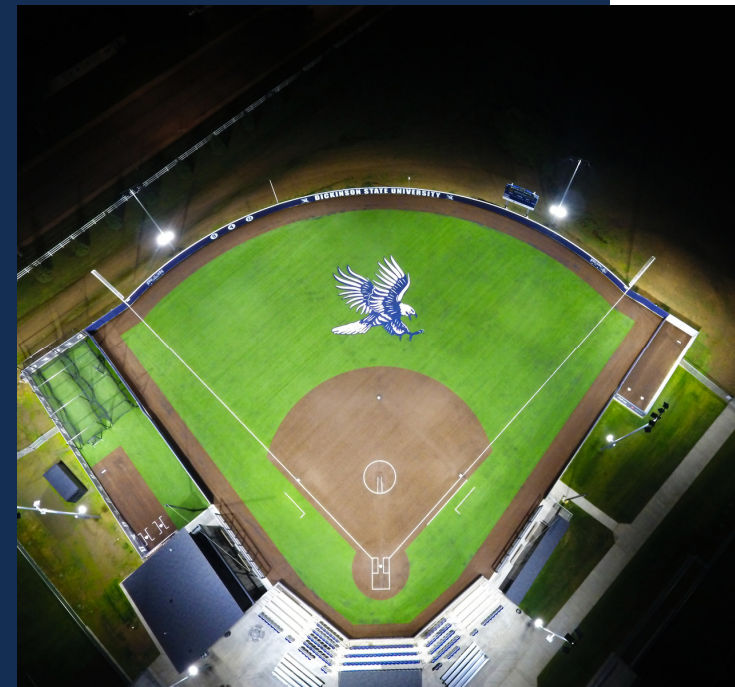


SANFORD SPORTS COMPLEX

COMPLETED!

- Raised \$5.5 Million in 6 months
- Developed 5 Soccer Fields
 - Planned to serve over 700 Soccer players, starting in Summer or Fall '24
- Developed 4 Softball fields- Turf on Bravera field
 - Planned to serve over 500 softball players
 - Hosted tournaments-WDA, NSAA, and weekend tournaments
- Partnered with City, County, and many private donors.

THANK YOU



FILLING NEEDS

NURSING SIMULATION LABS



- ~\$750,000 rehab, including construction and equipment
- Building nursing programs to help meet a critical area need
- \$200,000+ donors contributions
- 100% placement rate
- Graduating 23 LPN and 17 RN nurses annually

SWCTE PARTNERSHIP

WE ALL SUCCEED TOGETHER

SWCTE AND DSU

DSU and the DSU Heritage Foundation assist with:

- SWCTE fundraising goal of \$4 million by the end of 2024
- Handling all multi-year pledges for SWCTE
- Raising dollars for all areas of SWCTE

No Fees are applied to the SWCTE Fundraising goal

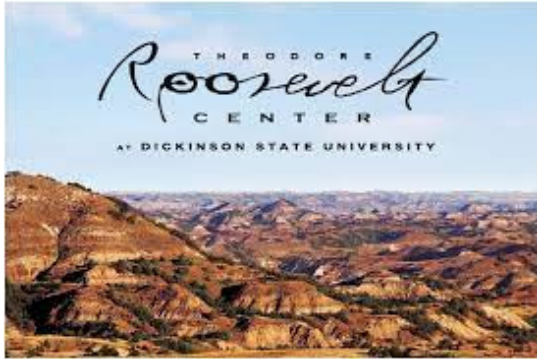
DSU AT THE SWCTE

Our Home for:

- Fire Science
- Welding - Spring of 2024
- Diesel Technology – Anticipated start in July of 2024

TR CENTER AT DSU

WE ALL SUCCEED TOGETHER



PARTNERSHIP WITH THE TRPL

DSU and the DSU Heritage Foundation assist with:

- Providing Endowed Chair in TR Studies for DSU
- Providing a home for archives
(*project announcements coming soon*)
- Connecting Dickinson and the TRPL

**THEODORE
ROOSEVELT**
PRESIDENTIAL LIBRARY

DSU AND THE TRPL

- Continued partnership for years with displays
- Educational hub for the TRPL
- DSU houses our tourist area associated with the TRPL

ECONOMIC IMPACT

DSU AND THE COMMUNITY

01 Student Population

- Over 1,100 students in the city of Dickinson
- 300 in the Resident Halls
- 800 in apartments and homes
- Economic impact of ~\$10,000 annually per student

02 Sanford Sports Complex

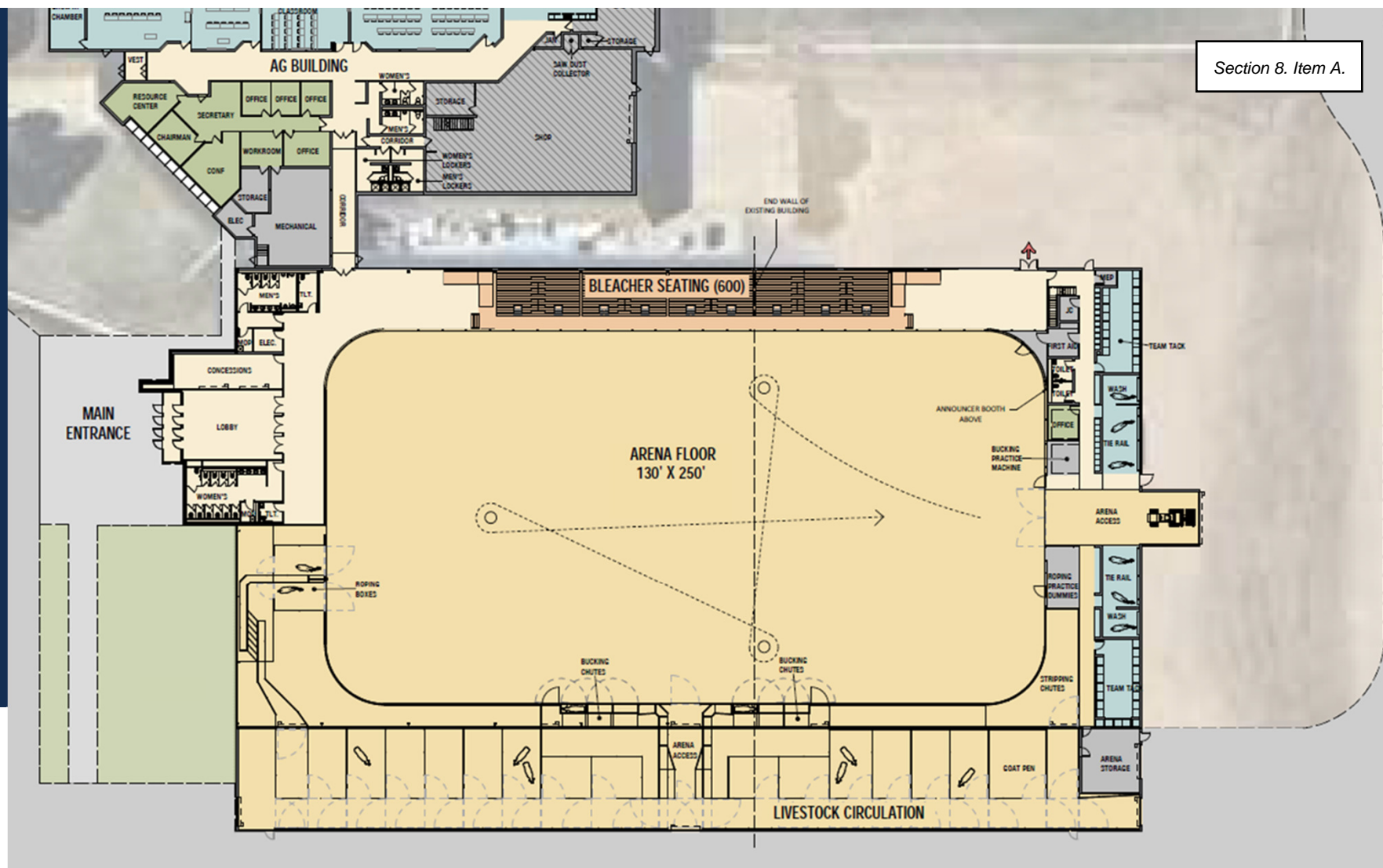
- Hosted 6 tournaments in 2024
- Will be home to over 500 Softball players
- Will be home to over 700 soccer players
- Partnerships with DPS, Trinity, and other local schools



03

Agriculture and Rodeo Renovation Potential

- Public Jackpots (barrels, team roping, breakaway, calf roping, etc.)
- Rodeo Clinics/Schools
- PBR/NDRA/Etc. Events
- High School Rodeos
- Little Britches Rodeos
- 4-H and Livestock Events

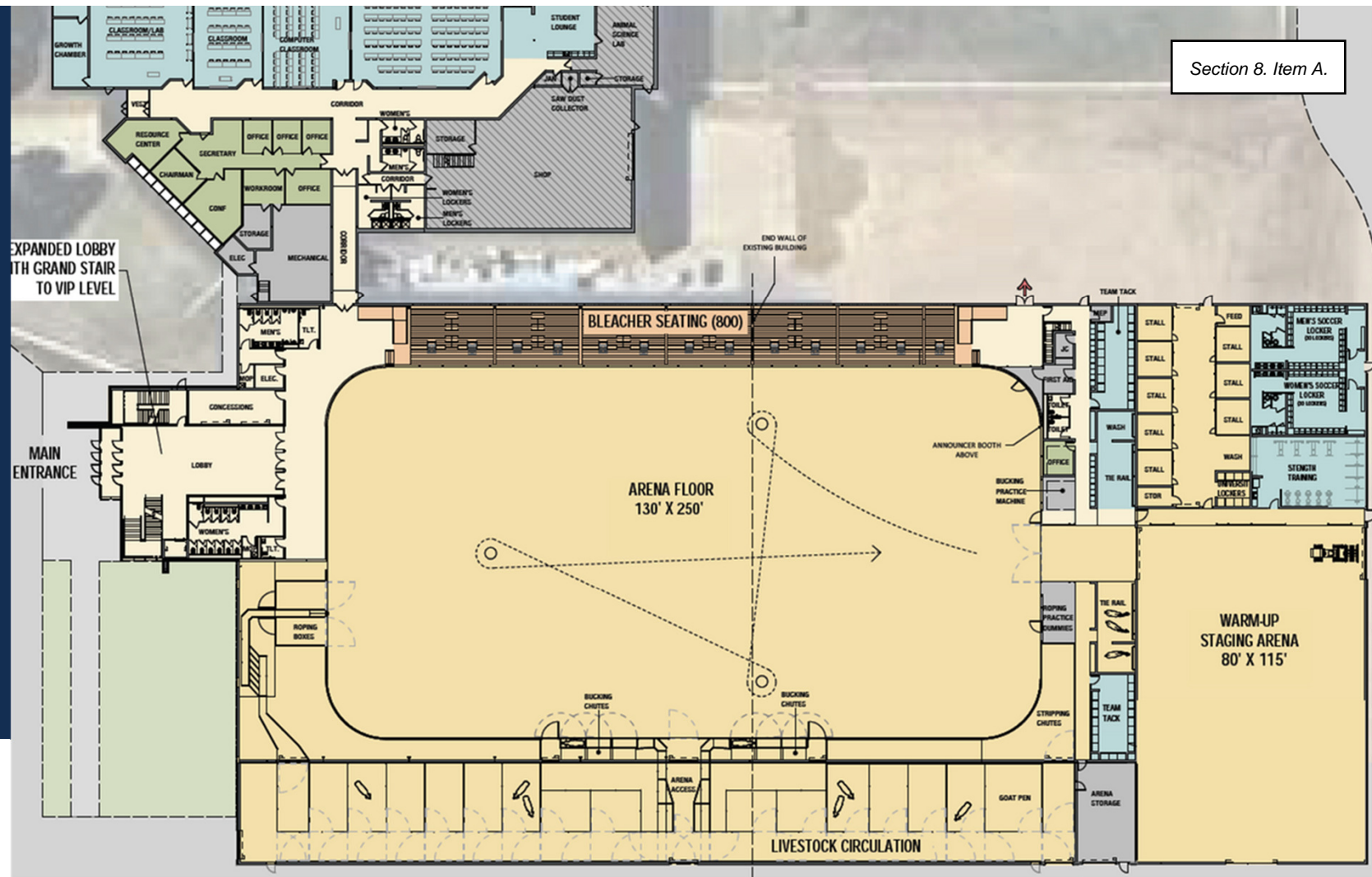


Option 1: \$18 MILLION

- Increased indoor arena space
- Outdoor (covered) livestock
- Limited lobby expansion
- Seating for 600 people
- Repurposed old yellow siding
- No VIP area or press box
- Team tack room
- No Stalls

Option 1 NIGHT VIEW





Option 2: \$25 MILLION

- Enclosed livestock circulation space
- Seating for 800 spectators
- Two-story lobby and concessions area
- South VIP area with 125-person capacity
- Press box on north end of arena
- 80 x 115 Warm-Up/4-H Area
- Stalls
- Locker rooms and weightroom

Option 2 NIGHT VIEW



Option 2 Lobby View



Option 2 VIP AREA



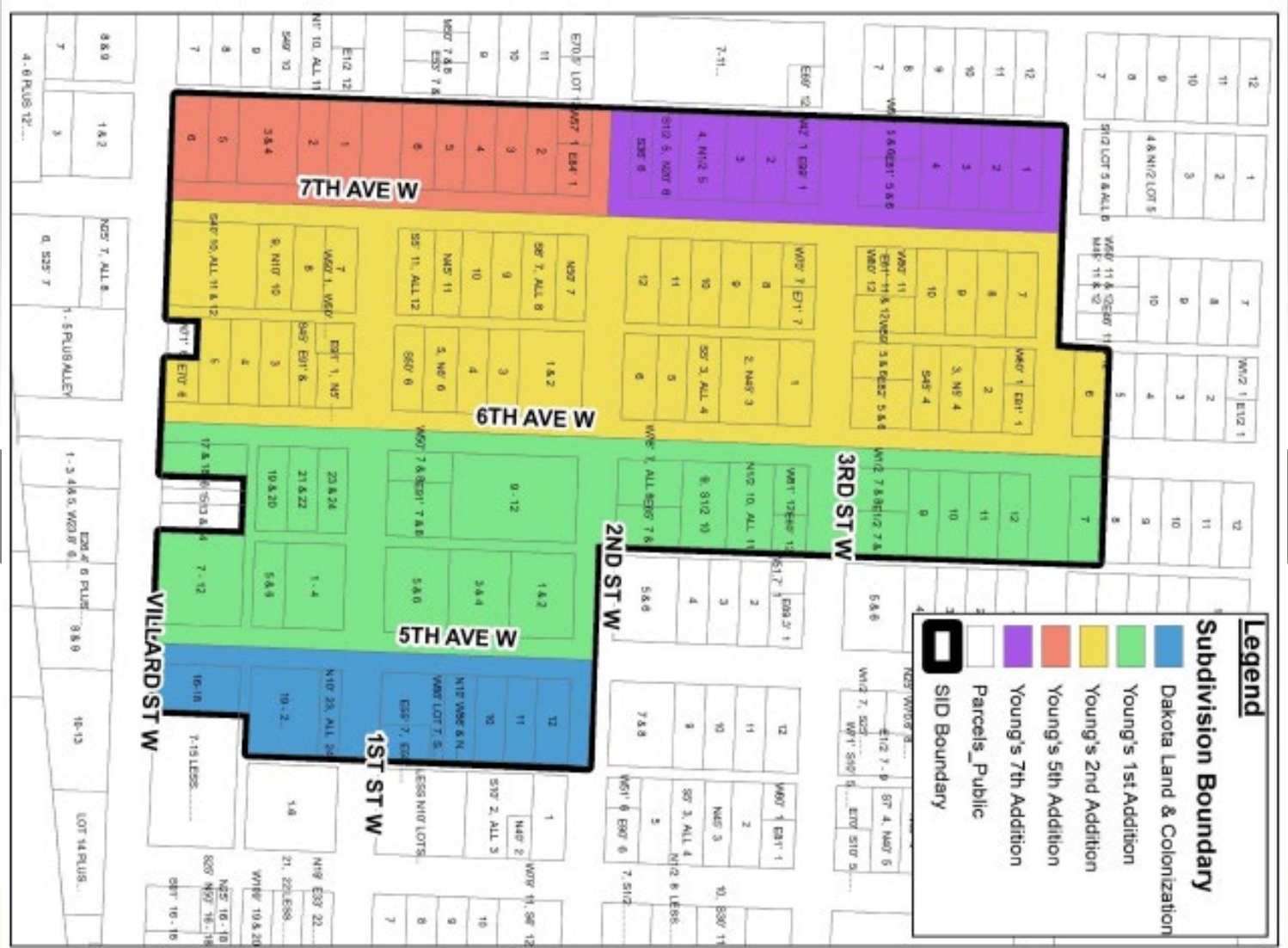
Option 2 VIP OBSERVATION DECK



THANK YOU!

2024 Water Main and Lead Service Line Replacement

SID 2024025-1





ENGINEERING MEMORANDUM

January 17, 2024

RE: January 23, 2024 City Commission Meeting

2024 WATER MAIN AND LEAD SERVICE LINE REPLACEMENT PROJECT – SID RESOLUTION

For your consideration is a Resolution determining the protests of the 2024 Watermain and Lead Service Line Replacement Special Improvement District 202402-1. This district was established at the December 5th, 2023 Commission Meeting with approval by this board of Resolution 35-2023.

The protest period for the project, as required by the North Dakota Century Code, ended on January 19, 2024. A total number and overall percental of the protests will be provided. These protests did not meet the statutory requirement to bar the City from proceeding with the special improvement project.

The total project construction cost is estimated to be \$4.2 million, which will be funded through a combination of special assessments, a possible State Water Commission grant, State Revolving Fund Loan, and City funds. The total assessment estimate for the project is \$655,29.43 as per the engineering report. The assessment amount will be included in property taxes and paid back over 10 years at an interest rate of 5.9%. Those who pay their assessments in full by October 1, 2025, will not be charged interest or penalties.

If this resolution is approved by the City Commission, engineering staff will proceed with finalizing the project plans and specification, and the project construction will be put out to bid.

Engineering staff recommend approval.



RESOLUTION NO. _____ – 2024

A RESOLUTION DETERMINING WRITTEN PROTESTS TO THE 2024 WATERMAIN AND LEAD SERVICE LINE REPLACEMENT PROJECT SPECIAL IMPROVEMENT DISTRICT NO. 202402-1

WHEREAS, on the 5th day of December, 2023, the Board of City Commissioners of the City of Dickinson adopted Resolution No. 35-2023, creating the 2024 Watermain and Lead Service Line Replacement Project Special Improvement District No. 202402-1; and

WHEREAS, by Resolution No. 35-2023, the Board of City Commissioners has declared that it is necessary to make the improvements described therein, specifically the potable water, sanitary sewer, storm sewer, roadway, and street lighting improvements described in the engineer’s report and the detailed plans and specifications therefore, as produced by the City’s engineering consultant; and

WHEREAS, the resolution of necessity has been published once each week for two successive weeks, as required by law, such dates of publication being between December 13, 2023, and January 19, 2024; and

WHEREAS, the City has received written protests to the resolution of necessity, filed with the City Administrator, by the owners of property within the special assessment district; and

WHEREAS, the Board of City Commissioners has met to hear and determine the sufficiency of the written protests filed;

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

1. The Board of City Commissioners created the 2024 Watermain and Lead Service Line Replacement Project Special Improvement District No. 202402-1. Such special assessment improvement district shall include the following:

- LOTS 1-6, BLOCK 18, YOUNG’S 5th ADDITION
- LOTS 1-6, BLOCK 17, YOUNG’S 5th ADDITION
- LOTS 1-6, BLOCK 37, YOUNG’S 7th ADDITION
- LOTS 1-6, BLOCK 38, YOUNG’S 7th ADDITION
- LOTS 1-12, BLOCK 10, YOUNG’S 2nd ADDITION (except W71’ of Lot 6)
- LOTS 1-12, BLOCK 9, YOUNG’S 2nd ADDITION
- LOTS 1-12, BLOCK 8, YOUNG’S 2nd ADDITION
- LOTS 1-12, BLOCK 7, YOUNG’S 2nd ADDITION
- LOTS 6, BLOCK 6, YOUNG’S 2nd ADDITION
- LOTS 1-12 & 17-24, BLOCK 5, YOUNG’S 1st ADDITION
- LOTS 1-12, BLOCK 4, YOUNG’S 1st ADDITION
- LOTS 7-12, BLOCK 3, YOUNG’S 1st ADDITION
- LOTS 7-12, BLOCK 2, YOUNG’S 1st ADDITION
- LOTS 7, BLOCK 1, YOUNG’S 1st ADDITION
- LOTS 16-24, BLOCK G, DAKOTA LAND & COLONIZATION
- LOTS 7-12, BLOCK H, DAKOTA LAND & COLONIZATION

2. Pursuant to NDCC 40-22-10, the Board of City Commissioners directed its municipal engineering consultant to prepare a report as to the general nature, purpose, and feasibility of the proposed improvement and an estimate of the probable cost of the improvement, including: (1) a separate statement of the estimated cost of the work for which proposals must be advertised under NDCC Section 40-22-19; and (2) a separate statement of all other items of estimated cost not included under subsection (1) which are anticipated to be included in the cost of the improvement under NDCC Sections 40-23-05 and 40-23.1-04. Such engineer’s report was received by the City and was approved.

3. The Board of City Commissioners declared that it was necessary to make the improvements described in the engineer’s report.

4. The protest period for the 2024 Watermain and Lead Service Line Replacement Project Special Improvement District No. 202402-1 ended on Friday, January 19, 2024.

5. The City received 1 protest of 109 total properties within the district for a total of 0.9% protests of the total number of properties.

6. Pursuant to N.D.C.C. § 40-22-18 protests need to be received from a majority of the area of the property included within the improvement district. The protests received in this improvement district did not meet the statutory requirement to bar the City from proceeding with the special improvement project.

7. Pursuant to N.D.C.C. § 40-22-19, the Board of City Commissioners hereby directs the advertisement of bids for the 2024 Watermain and Lead Service Line Replacement Project.

Dated this ____ day of January, 2024.

Scott Decker, President
Board of City Commissioners

ATTEST:

Dustin Dassinger
Dickinson City Administrator

FLM-001-2024

Future Land Use Map Amendment

Commercial to Residential





STATE 9TH FLUM AMENDMENT STAFF REPORT

To: City of Dickinson Board of Commissioners

From: City of Dickinson Planning Department

Date: January 18, 2024

Re: FLM-001-2024 State 9th Addition FLUM Amendment - Commercial to Residential

OWNER/APPLICANT

Venture Commercial, LLC
P.O. Box 1316
Dickinson, ND, 58601
Venturehomesnd.aaron@gmail.com
701 290 1298

APPLICANT'S REPRESENTATIVE

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

Public Hearing	January 17, 2024	Planning and Zoning Commission
Public Reading	February 20, 2024	City Commission
Final Consideration	March 5, 2024	City Commission

EXECUTIVE SUMMARY

Legal Property Description Based on Current Plat

To consider a zoning map amendment for portions of Lots 4, 5, and 6, Block 1 of State 8th Addition Subdivision, as shown in this staff report, from CC to R-3 in Section 5, T139N, R96W, of the 5th Principal Median, City of Dickinson, Stark County, North Dakota.

Request

To amend the Future Land Use Map (FLUM) for Lots 4-8 of the proposed State 9th Addition Subdivision, which is a pending re-plat of State 8th Addition. The applicant seeks to retain the Commercial FLUM designation along the north of the property whilst amending the south portion to Residential, along 8th Street W on the south face of the block.

Staff Recommendation

Approval.

A companion request to rezone the subject properties from Community Commercial (CC) to High Density Residential (R-3) (REZ -001-2024) is also scheduled for public hearing at this Planning and Zoning Commission meeting. Final approval of REZ-001-2024 is contingent upon final approval of the proposed Future Land Use Map amendment.

A companion request for a preliminary plat of the proposed State 9th Addition Subdivision, as previously referenced in this document, is also scheduled for public hearing at this Planning and Zoning Commission meeting.

LOCATION

The property to be rezoned corresponds to lots of a pending major plat application, PLP-001-2024. If approved, the property being rezoned would be described as Lots 4-8, Block 1, of the proposed State 9th Addition Subdivision. The proposed lots to be rezoned total approximately 1.2 acres. This property is located immediately to the north side of 8th Street West and adjacent to the Sanford West Dickinson Clinic. It is situated approximately 350 ft west of 23rd Ave W and 1,150 ft east of the I-94 West Business Loop.



CURRENT ZONING	CC
FUTURE LAND USE MAP DESIGNATION	Commercial
GROSS SITE ACREAGE	1.2 acres
LOTS PROPOSED	8

NEARBY ZONING & LAND USE		
Direction	Zoning	Land Use
North	CC / PUD	Undeveloped commercial / Hospital, medical services
East	CC	Undeveloped commercial
South	R-2	Developed residential neighborhood
West	CC	Medical clinic

STAFF ANALYSIS

Staff has determined that the FLUM designations set forth by the Comprehensive Plan for this property in this area are generally positive. Approval of FLM-001-2024 and its companion applications is necessary to achieve residential development along the 8th Street W local road.

The adjacent medical offices and hospital contribute to a barrier effect in terms of development. The associated parking lots span considerable land area, which affects the viability of surrounding development. However, this neighborhood provides additional amenities which may eventually overcome this effect. Approving applications such as this, where the solutions are directionally correct in following the Comprehensive Plan's goals, may increase the likelihood of positive local development. For example, residential, hospitality, and retail development synergize with recreational and social amenities such as West River Community Center and Rocky Butte Park. However, those offers must overcome negative development pressures such as long blocks and nearby land dedicated extensively to unnecessary buffer yards and parking allocation.

Approval of this request would serve to improve the FLUM because it improves the probability for the original intent of the FLUM to be realized.

COMPATIBILITY, COMPLIANCE, AND RECOMMENDATIONS

Compatibility with Local Uses

In contrast to the current zoning map, FLUM compatibility can only be understood in a general sense. There are no issues of incompatibility, as the request would not result in any overt or abstract land use conflicts or transportation planning constraints.

Currently, this property is zoned for Community Commercial, which is the most compatible commercial zone for the subject property. However, the FLUM designation is Commercial, permitting all commercial zoning districts, even if GC would be incompatible. An amendment to designate residential zoning for this location on the FLUM would prevent any possibility for comparatively noisome commercial development as no residential zoning district is seen as conflicting with other residential district types. In a sense, a FLUM amendment would decrease

the likelihood for large parking lots and outdoor equipment storage while enabling possibilities for the provision of additional housing stock. While CC development at this location would be generally compatible, other commercial districts would not. All residential zoning types, however, fit the character and pattern of the neighborhood at the location.

Compliance with the Comprehensive Plan

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

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

- Impact to the FLUM.
- Consistency with comprehensive plan policies and all other city plans.
- Availability of city infrastructure to serve the property in which the FLUM amendment is requested.
- Location of the property in relation to planned thoroughfares and the availability and cost to the City to provide infrastructure.
- Compatibility of the requested future land use designation in relation to abutting or adjacent future land use designations.

- Extent to which the requested future land use designation establishes or reinforces an urban sprawl pattern of development as opposed to an orderly, compact form of development.
- Whether the first two phases of the Capital Improvement Program include programmed improvements in the area where the FLUM amendment is proposed.
- Short-term and long-term fiscal impacts to the City of approving the FLUM amendment.

Staff has reviewed the applicant's responses to Policy 1.3.4, and staff concurs with those responses. Therefore, staff finds the request in compliance with the Comprehensive Plan.

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 this rezone petition.

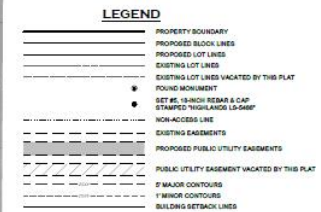
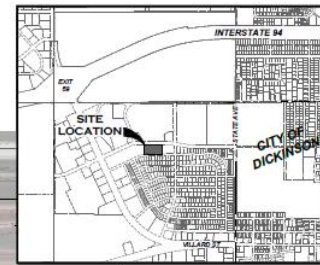
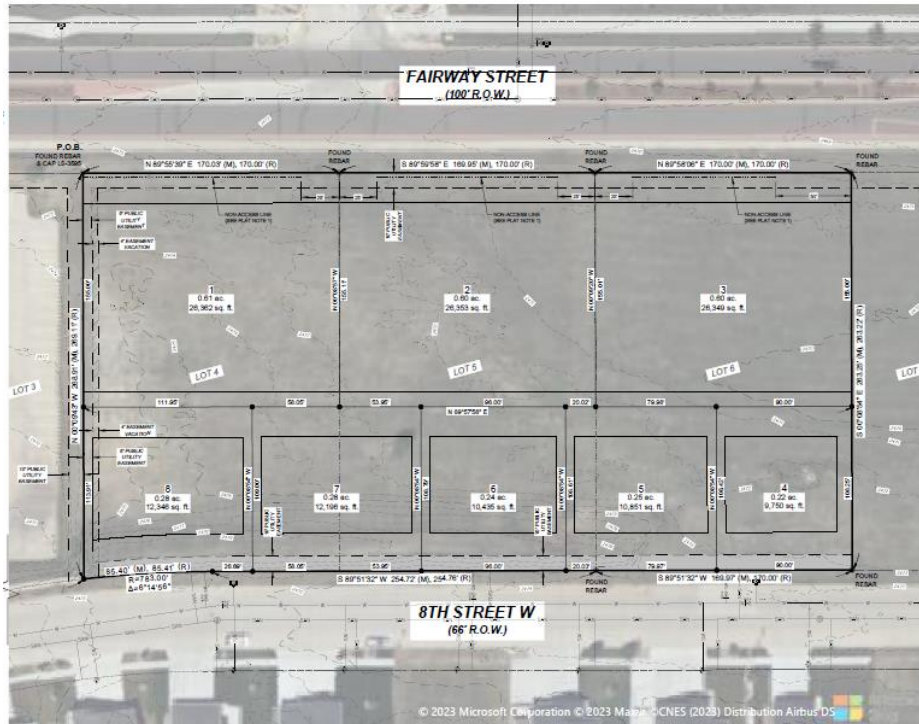


Matthew Galibert, City Planner

APPENDICES

Appendix A - Preliminary Plat (Cropped)

STATE 9TH ADDITION
BEING THE REPLAT OF LOTS 4, 5, AND 6, BLOCK 1 OF STATE EIGHTH ADDITION
SECTION 5, T139N, R96W, OF THE 5TH PRINCIPAL MERIDIAN
CITY OF DICKINSON, STARK COUNTY, NORTH DAKOTA



MINIMUM BUILDING SETBACKS - COMMUNITY COMMERCIAL (CC)

- 1. FRONT YARD: 10-FOOT
- 2. REAR YARD: 10-FOOT
- 3. INTERIOR SIDE YARD: 6-FOOT

MINIMUM BUILDING SETBACKS - MULTI-FAMILY RESIDENTIAL (R3)

- 1. FRONT YARD: 10-FOOT
- 2. REAR YARD: 10-FOOT
- 3. INTERIOR SIDE YARD: 6-FOOT

Appendix B - Zoning Map



Zoning Classification

- Planned Unit Development - PUD
- Community Commercial - CC
- Downtown Commercial - DC
- General Commercial - GC
- Limited Commercial - LC
- General Industrial - GI
- Limited Industrial - LI
- Low Density Residential - R1
- Medium Density Residential - R2
- High Density Residential - R3
- Rural Residential - RR
- Mobile Home - MH
- Public - P
- Agricultural - AG

MOTIONS:

*****Approval*****

*"I move the City of Dickinson Planning and Zoning Commission recommend approval of **FLM-001-2024** as being compliant with the City of Dickinson Comprehensive Plan and also being in the interest of the public health, safety and welfare "*

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

1. _____;
2. _____.

*****Denial*****

*"I move the Dickinson Planning and Zoning Commission recommend Denial of **FLM-001-2024** as NOT being compliant with the City of Dickinson Comprehensive Plan and as being contrary to interest of the public health, safety and welfare."*

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP

WHEREAS, the City of Dickinson has adopted its Comprehensive Plan and Transportation Plan; and

WHEREAS, the Comprehensive Plan and Transportation Plan contains a Future Land Use Map, along with procedures to amend the Future Land Use Map; and

WHEREAS, the City has received an application to amend the Future Land Use Map; and

WHEREAS, in amending the Future Land Use Map, the Board of City Commissioners has taken into consideration the following:

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

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

Section 1: An amendment to the Future Land Use Map of the City of Dickinson is hereby approved as follows

1. To reclassify the following legally-described property from a future land use designation of Commercial to Residential:

Lots 4-8, Block 1, State 9th Addition to the City of Dickinson, Stark County, ND

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
Dickinson City Administrator

First Reading:
Second Reading:
Final Passage:

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 “CC” and “R3” zoning districts within the municipality jurisdiction of the City of Dickinson, North Dakota, be amended as follows:

1. To reclassify and rezone a parcel from Community Commercial (CC) to High Density Residential (R3) described as follows:

Lots 4-8, Block 1, State 9th Addition to the City of Dickinson, Stark County, ND

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: _____, 2024
Final Passage: _____, 2024



Transmittal Letter

To: Matthew Galibert – City Planner
City of Dickinson
38 1st Street West
Dickinson, ND 58601

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

Date: November 30, 2023

Re: Rezone Application – State 9th Addition

Message: Enclosed you will find the following Rezone application documents for the above referenced project being submitted for consideration at the January 17th Planning and Zoning Meeting:

- Pre-submittal Meeting Letter
- Narrative (included, below) of the Purpose Statement for the Zone Change
- Legal Descriptions (included, below) for the Proposed Zoning
- Warranty Deed for the Property
- Map of Proposed Zoning Changes
- Current Preliminary Plat Drawing with Aerial Image Showing Current Site and Surrounding Land Uses/Buildings

Rezoning Request

The applicant is requesting a change from Community Commercial (CC) to High Density Residential (R3) for the area described by this application.

office 701 483 2444
fax 701 483 2610

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

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

Legal Description of Proposed Zoning Designations

The legal description provided is the future legal description that would be effective after the proposed final plat for State 9th Addition is recorded. This description is desired rather than the current metes and bounds descriptions to ensure that it matches final boundaries shown by this plat even if minor lot line changes are requested or required during the final plat approval process over the next few months. It is acceptable to the applicant if the City needs to make this rezoning approval contingent on the Final Plat approval.

- Lots 4-8, Block 1, State 9th Addition to the City of Dickinson, Stark County, ND

Purpose Statement

Based on the owner's market analysis, they have found that the desire for commercial property in the Dickinson area is for smaller commercial lots rather than the currently platted ±1-acre lots within this site. They have also found that a demand exists for additional residential property in the States Addition area. Therefore, this FLUM amendment will decrease the commercial property within these three (3) lots to ±0.6-acres each by creating five (5), ±0.25-acre lots along the southern ±109-feet of this site. The proposed zoning for these lots is High Density Residential (R3), although it is anticipated that these lots will contain either duplexes or single-family residences. The R3 zoning designation will decrease the required setbacks and buffer yards between these lots and the adjacent commercial zoning to maximize the buildable area within these residential lots.

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



Andrew Schrank, PE, CFM
Highlands Engineering



STATE 9TH REZONE CC TO R-3 STAFF REPORT

To: City of Dickinson Board of Commissioners
From: City of Dickinson Planning Department
Date: January 8, 2024
Re: **REZ-001-2024 State 9th Addition Rezone CC to R-3**

OWNER/APPLICANT

Venture Commercial, LLC
 P.O. Box 1316
 Dickinson, ND, 58601
 Venturehomesnd.aaron@gmail.com
 701 290 1298

APPLICANT'S REPRESENTATIVE

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

Public Hearing	January 17, 2024	Planning and Zoning Commission
Public Reading	January 23, 2024	City Commission
Final Consideration	February 20, 2024	City Commission

EXECUTIVE SUMMARY

Legal Property Description Based on Current Plat

To consider a zoning map amendment for the southern portions of Lots 4, 5, and 6, Block 1 of State 8th Addition Subdivision in Section 5, T139N, R96W, City of Dickinson, Stark County, North Dakota. The rezone will be from Community Commercial (CC) to High Density Residential (R-3).

Request

To rezone Lots 4-8 of the proposed State 9th Addition, which correspond to a pending re-plat of State 8th Addition. The applicant seeks to retain CC zoning classification along the north of the property while rezoning the south portion to R-3, along 8th Street W on the south face of the block.

Staff Recommendation

Approval.

A companion request for a Future Land Use Map Amendment for the subject properties from Commercial to Residential (FLM -001-2024) is also scheduled for public hearing at this Planning and Zoning Commission meeting. Final approval of REZ-001-2024 is contingent upon final approval of the proposed Future Land Use Map amendment.

A companion request for a preliminary plat of the proposed State 9th Addition Subdivision, as previously referenced in this document, is also scheduled for public hearing at this Planning and Zoning Commission meeting (PLP-001-2024).

LOCATION

The property to be rezoned corresponds to lots of a pending major plat application, PLP-001-2024. If approved, the property being rezoned would be described as Lots 4-8, Block 1, State 9th Addition. The proposed lots in PLP-001-2024 to be rezoned total approximately 1.2 acres. This property is located on the north side of 8th Street West, and east of Sanford West Dickinson Clinic. It is situated approximately 350 ft west of 23rd Ave W and 1,150 ft east of the I-94 West Business Loop.



CURRENT ZONING	CC
FUTURE LAND USE MAP DESIGNATION	Commercial
GROSS SITE ACREAGE	1.2 acres
LOTS PROPOSED	8

NEARBY ZONING & LAND USE		
Direction	Zoning	Land Use
North	CC	Undeveloped commercial
East	CC	Undeveloped commercial
South	R-2	Developed residential neighborhood
West	CC	Medical clinic

STAFF ANALYSIS

Approval of REZ-001-2024 and the proposed State 9th Addition Subdivision may positively contribute to furthering policies adopted by the Comprehensive Plan. Particularly, the zoning map amendment encourages infill development opportunities, commercial diversification, and improved housing supply.

The lots proposed for rezoning are north of 8th Street W and are zoned Community Commercial. The proposed rezoning, as well as the companion re-plat application, provides an opportunity to infill with residential purposes along 8th Street W by conveying the property such that the CC lots front Fairway Street to the north and the R-3 lots front 8th Street W toward the south.

Approval of this and companion applications may result in 5-10 additional housing units along already-developed infrastructure. This area is served by a minor arterial and a collector street which can each accommodate increase residential and commercial activity along their corridors. Furthermore, the subject property is located near trails and parks, sharing in the human-interest

COMPATIBILITY AND RECOMMENDATIONS

Compatibility with

Local Uses

The surrounding properties, generally, are zoned CC and R-2. R-3 development regulations, as established by Table 4-2 in the City of Dickinson municipal code, are compatible at this location. Generally, R-3 development is highly compatible with nearby CC and R-2 zoning and serves as a transition between those two zoning districts. In terms of average daily miles traveled, it is often favorable to zone R-3 within the vicinity of a minor arterial or collector road (it is still generally ok to locate R-3 properties within interior neighborhoods, depending on the context).

City Planning staff has concluded that this rezone and accompanying plat contribute to improving compatibility of the area.¹ According to the dimensions of the associated preliminary plat, only single-family detached and duplexes would be permitted following approval of this petition.²

Compliance with Zoning and Subdivision Regulations

If all companion applications are approved, rezoning Lots 4-8, Block 1, State 9th Addition as exhibited by PLP/FLP-001-2024 will result in compliance with local regulations and vision statements of the Comprehensive Plan.

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 this rezone petition.



Matthew Galibert, City Planner

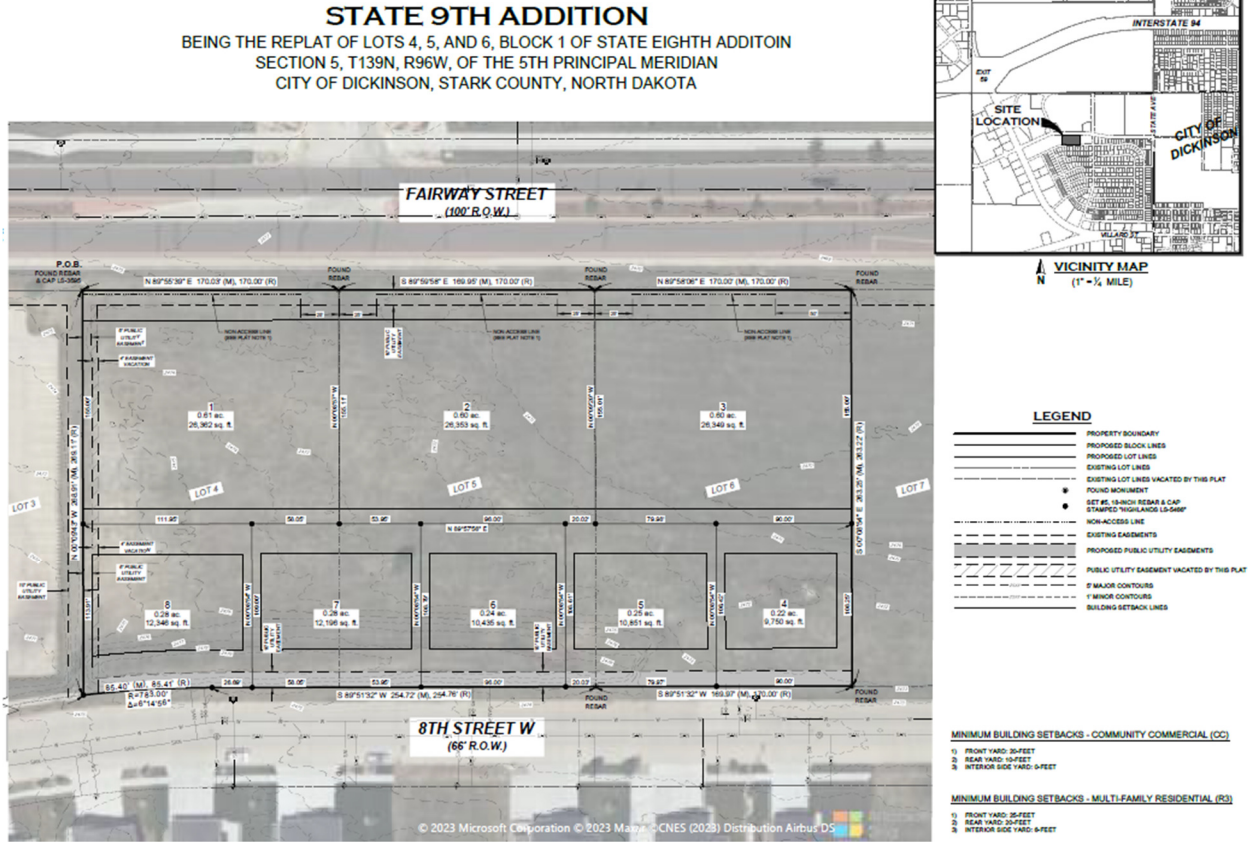
APPENDICES

¹ Future compatibility also depends on the nature of site plans and development, even when best-case scenario zoning and platting are adopted.

² All residential structures listed by Chapter 39 would be compatible - including apartments. The limiting factor in this case is the dimension of the lots, rather than the character of the surrounding development.

Appendix A -

Preliminary Plat (Cropped)



Appendix B - Zoning Map



MOTIONS:

*****Approval*****

*"I move the City of Dickinson Planning and Zoning Commission recommend approval of **REZ-001-2024** as being compliant with the City of Dickinson Comprehensive Plan, as meeting all the requirements of the Dickinson Municipal Code and also being in the interest of the public health, safety and welfare "*

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

1. _____;
2. _____.

*****Denial*****

*"I move the Dickinson Planning and Zoning Commission recommend Denial of **REZ-001-2024** as NOT being compliant with the City of Dickinson Comprehensive Plan, as NOT meeting all the requirements of the Dickinson Municipal Code and as being contrary to interest of the public health, safety and welfare."*